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
NOVEMBER 27, 2023, 5:30 PM

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL

Hoop, Isom, Kell, Ladehoff, Nichols, Schneider, Thompson

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

1. YEARS OF SERVICE - NOVEMBER
   - Marlene Egleston - Library - 5 years
   - Eugene Slingluff - WPCP - 15 years
   - Ellen Youds - Library - 10 years

F. CONSENT AGENDA

1. APPROVE MINUTES 11/13/23 MEETING AND BILL LIST $3,580,372.65

    Documents:

    2023-11-13_SIGNED Council Minutes.pdf
    2023-11-27_BILL LIST Summary.pdf
    2023-11-27_BILL LIST Detail.pdf

2. APPROVE JUNE 2023 FINANCIAL STATEMENTS

    Documents:

    June 2023 Financials Memo.pdf
    June 2023 Financial Statements.pdf

3. RESOLUTION 2023-236 ACCEPTING THE GRANT AGREEMENT WITH THE STATE OF IOWA, GOVERNOR'S TRAFFIC SAFETY BUREAU, STATE AND COMMUNITY HIGHWAY SAFETY GRANT, CONTRACT PERIOD OCTOBER 1, 2023 – SEPTEMBER 30, 2024

    Documents:

    2023-11-27_2023-236_Resolution Approving GTSB Grant Agreement 23-24.pdf
    2023-11-27_2023-236_Memo GTSB Agreement.pdf
    2023-11-27_2023-236_Marshalltown PD FFY24 Signed GTSB Agreement.pdf

4. RESOLUTION 2023-237 ACCEPTING THE GRANT AGREEMENT WITH THE STATE OF IOWA DEPARTMENT OF JUSTICE VICTIM ASSISTANCE SECTION - STOP VIOLENCE AGANIST WOMEN FORMULA GRANT, CONTRACT PERIOD OCTOBER 1, 2023 – SEPTEMBER 30, 2024

    Documents:

    2023-11-27_2023-237_Resolution Approving VAWA Grant Agreement 23-24.pdf
    2023-11-27_2023-237_Memo Stop Violence Against Women Grant.pdf
    2023-11-27_2023-237_VAWA Grant Agreement 2024.pdf

5. RESOLUTION 2023-238 APPROVING AN AGREEMENT FOR TOBACCO ENFORCEMENT SERVICES BETWEEN THE CITY OF MARSHALLTOWN, IOWA, AND THE IOWA ALCOHOLIC BEVERAGES DIVISION, STATE OF IOWA, CREATED PURSUANT TO CHAPTER 28E.12 OF THE IOWA CODE

    Documents:

    2023-11-27_2023-238_Resolution Approving 28E for Tobacco Enforcement FYE 2024.pdf
    2023-11-27_2023-238_Memo Tobacco Enforcement

28E.pdf
2023-11-27_2023-238_FFY 24 Tobacco Agreement.pdf

6. RESOLUTION 2023-239 ACCEPTING BID AND AUTHORIZING THE PURCHASE OF A SKID TURNER FOR THE PRICE OF $19,000 FROM KOOIMA AG FOR USE AT THE COMPOST AND DECLARING CERTAIN PROPERTY SURPLUS FOR DISPOSAL THEREOF

   Documents:

   2023-11-27_2023-239_Resolution Approving Purchase of Skid Turner.pdf
   2023-11-27_2023-239_Memo Purchase of Skid Turner.pdf

7. RESOLUTION 2023-240 APPROVING THE FY23 ANNUAL URBAN RENEWAL REPORT FOR THE CITY OF MARSHALLTOWN

   Documents:

   2023-11-27_2023-240_Resolution Annual Urban Renewal Report FY23.pdf
   2023-11-27_2023-240_Memo for FY23 Annual Urban Renewal Report.pdf
   2023-11-27_2023-240_Annual Urban Renewal Report FY23 Numbered Pages.pdf
   2023-11-27_2023-240_TIF Budgets by URAs for FY23.pdf

8. RESOLUTION 2023-241 TRANSFERRING FUNDS FOR FISCAL YEAR 2023 THROUGH JUNE 30, 2023

   Documents:

   2023-11-27_2023-241_Resolution Transferring Funds for FY23 Through 6.30.23.pdf
   2023-11-27_2023-241_Memo for Transfer Funds in FY23 through June 30 2023.pdf

G. RESOLUTIONS

1. RESOLUTION 2023-242 ACCEPTING BID AND AUTHORIZING THE AWARD OF CONTRACT FOR THE PETERSON PARK IMPROVEMENTS PROJECT #PRK22005 IN THE CITY OF MARSHALLTOWN, IOWA IN THE AMOUNT OF $44,425.82 TO BROTHERS CONCRETE

   Documents:

   2023-11-27_2023-242_Resolution Accepting Bid Peterson Park PRK22005.pdf
   2023-11-27_2023-242_PRK22005_Memo to Award Contract for Peterson Park Improvement.pdf

2023-11-27_2023-242_PRK22005_NOTICE OF AWARD PETERSON PARK.pdf
2023-11-27_2023-242_Bid Tab Petersen Park Improvement.pdf

2. RESOLUTION 2023-243 CALLING A SPECIAL ELECTION ON SETTING THE TERMS AND EFFECTIVE DATE FOR BALLOT ISSUE OF PROPOSED CHANGE IN USE OF THE ONE PERCENT (1%) LOCAL OPTION SALES AND SERVICES TAX

   Documents:

   2023-11-27_2023-243_Resolution Calling Special Election for LOST Renewal.pdf
   2023-11-27_2023-243_Council Memo-Calling Special Election LOST.pdf

3. RESOLUTION 2023-244 AUTHORIZING CERTIFICATION OF CODE OF IOWA 403.19 TAX INCREMENT FINANCING (TIF) INDEBTEDNESS TO THE COUNTY AUDITOR FOR EACH URBAN RENEWAL AREA WITH THE CITY OF MARSHALLTOWN FOR FY25

   Documents:

   2023-11-27_2023-244_Resolution Authorizing Certification of TIF Indebtedness FY25.pdf
   Memo for FY25 TIF Certifications.pdf
   TIF Certification for URA 2 (Eastside).pdf
   TIF Certification for URA 3 (Retail Southside).pdf
   TIF Certification for URA 4 (Uptown).pdf
   TIF Certification for URA 5 (incl Wandering Creek).pdf
   TIF Certification for URA 6 (Incl Glenwood Marshalltown).pdf
   TIF Certification for URA 7 (Incl Karl of Marshalltown).pdf

4. RESOLUTION 2023-245 APPROVING THE ANNUAL FINANCIAL REPORT FOR FISCAL YEAR ENDING 2023

   Documents:

   2023-11-27_2023-245_Resolution Approving Annual City Financial Report for FY23.pdf
   2023-11-27_2023-245_Memo for Annual Financial Report FY23.pdf
   2023-11-27_2023-245_AFR report including MWW with page numbers.pdf
   2023-11-27_2023-245_Fund Balances FY23.pdf

5. RESOLUTION 2023-246 AUTHORIZING AND APPROVING A LOAN AGREEMENT, PROVIDING FOR THE ISSUANCE OF $9,840,000 GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2023, AND PROVIDING FOR THE LEVY OF

TAXES TO PAY THE SAME

Documents:

2023-11-27_2023-246_Iss GO CP LA (Marshalltown 422742-54) 2023-v5.pdf
2023-11-27_2023-246_Memo for bond sale 10.23.23.pdf
2023-11-27_2023-246_FINAL CDC - over 10 Million 2019 ver (Marshalltown 422742-54) 2023-v1.pdf
2023-11-27_2023-246_Loan Agreement (Marshalltown 422742-54) 2023-v1.pdf
2023-11-27_2023-246_UMB Updated Reg PA (Marshalltown 422742-54) 2023-v1.pdf

H. ORDINANCES

1. ORDINANCE 15077 TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA BY AMENDING CHAPTER 77, PARKING SCHEDULES, SCHEDULE II. NO PARKING ANY TIME AND SCHEDULE VII. SNOW REMOVAL; PARKING PROHIBITED

   2ND READING

   Documents:

   2023-11-27_ORD 15077_Amend CH 77 Parking Schedules.pdf
   2023-11-27_ORD 15077_Memo_Ch 77 Schedules_State Street.pdf
   2023-11-27_ORD 15077_City Map_Snow Routes_Parking Prohibited_DRAFT_23 11 13.pdf

1.1. MOTION TO WAIVE THE 3RD READING OF ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA BY AMENDING CHAPTER 77, PARKING SCHEDULES, SCHEDULE II. NO PARKING ANY TIME AND SCHEDULE VII. SNOW REMOVAL; PARKING PROHIBITED

2. ORDINANCE 15079 TO AMEND CHAPTER 50: GARBAGE AND REFUSE BY REPEALING SECTIONS 50.001 THROUGH 50.099 AND ADOPTING NEW CODE SECTIONS THAT AMEND THE REGULATIONS FOR RECEPTACLE SPECIFICATIONS, LOCATION OF RECEPTACLES AND ENFORCEMENT OF REGULATIONS

   1ST READING

   Documents:

   2023-11-27_ORD 15079_Chapter 50 Garbage and Refuse-FINAL.pdf
   2023-11-27_ORD 15079_Chapter 50 Garbage and

Refuse Amendment-MARKUP.pdf
2023-11-27_ORD 15079_Memo Chapter 50 Garbage and Refuse Amendment.pdf

I. DISCUSSION

1. DISCUSSION - RFP FOR VEHICLE CHASSIS PURCHASE

   Documents:

   Memo - Vehicle Chassis Purchase.pdf

2. DISCUSSION - BROWNFIELD UPDATE

   Documents:

   2023-11-27_DISCUSSION2_Memo Brownfield Grant Update.pdf
   2023-11-27_DISCUSSION2_Marshalltown_Final DT Brownfield Study.pdf

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
NOVEMBER 13, 2023

Mayor Greer called the meeting to order at 5:30 p.m., November 13, 2023, at the City Hall Council Chambers, 10 W State Street, and led the pledge of allegiance. Roll call–Present: Hoop, Isom, Kell, Ladehoff, Nichols, Schneider (via Go-To-Meeting), Thompson.

PUBLIC COMMENT

- Leigh Bauder, 401 Orchard Drive, recognized the Mayor's Hunger and Homelessness Awareness Proclamation and challenged our leaders to promote the focus of the week.
- Deb Millizer, Director of the Marshalltown Central Business District invited everyone to the MCBD "Pink Weekend" and the 31st Annual Holiday Stroll this weekend.
- Jim Shaw, 522 N 22nd St., shared a story of an unsupervised pit bull attacking a mother and child walking their dog.

MAYOR, COUNCIL, ADMINISTRATOR COMMENTS

- Mayor Greer recognized MHS State Diver Abby Tollefson.

CONSENT AGENDA

Motion by Thompson, second by Ladehoff to adopt the consent agenda less items 18 and 19: APPROVE MINUTES 10/23/23 MEETING AND BILL LIST $2,614,960.88; APPROVE LIQUOR LICENSE PERMANENT PREMISE TRANSFER FOR OLIVER BEENE DESIGNS TO 214 E MAIN ST; APPOINTMENT OF CHAD GREENE TO THE SOLID WASTE COMMISSION, TERM ENDING 9/1/24; RECEIPT OF BUILDING & TRADE PERMIT REPORT-OCTOBER 2023; APPROVE CIVIL SERVICE NEW HIRE LIST-STREET MAINTENANCE WORKER II; RESOLUTION 2023-211 ADOPTING SUPPLEMENTS S-5, S-6, AND S-7 TO THE CODE OF ORDINANCES OF THE CITY OF MARSHALLTOWN, IOWA, THROUGH ORDINANCE 15069; RESOLUTION 2023-212 RESOLUTION TO APPROVE AN EXTENSION UNTIL OCTOBER 23, 2024 TO COMPLETE THE CITY CODE BUILDING UPGRADE INCENTIVE GRANT WORK FOR 207 EAST MAIN STREET; RESOLUTION 2023-213 APPROVING AN ON-AIRPORT MEMORANDUM OF AGREEMENT WITH THE UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION FOR NAVIGATION, COMMUNICATION, AND WEATHER AID FACILITIES AT THE MARSHALLTOWN MUNICIPAL AIRPORT; RESOLUTION 2023-214 APPROVING CONTRACT CHANGE ORDER #6 FOR THE SOUTH 7TH AVENUE EXTENSION PROJECT #ECO22001; RESOLUTION 2023-215 APPROVING ENGINEER'S STATEMENT OF COMPLETION AND ACCEPTING CON-STRUCT, INC. FOR DIVISIONS 1 AND 2 OF THE SOUTH 7TH AVENUE EXTENSION PROJECT #ECO22-001; RESOLUTION 2023-216 APPROVING CONTRACT CHANGE ORDER #8 FOR THE 4TH AND MEADOW LANE STORM SEWER ENHANCEMENTS PROJECT #SMW17001, A DECREASE OF $2,820; RESOLUTION 2023-217 APPROVING CONTRACT CHANGE ORDER #4 FOR THE COLISEUM GENERATOR ADDITION PROJECT #COL22001, AN INCREASE OF $789; RESOLUTION 2023-218 APPROVING ENGINEER'S STATEMENT OF COMPLETION AND ACCEPTING K & W ELECTRIC, INC FOR THE COLISEUM GENERATOR ADDITION PROJECT #COL22001; RESOLUTION 2023-219 AUTHORIZING INTERNAL DEBT REIMBURSEMENT TO TAX INCREMENT REVENUE FUND, FOR URBAN RENEWAL AREA

NO. 2; RESOLUTION 2023-220 AUTHORIZING INTERNAL DEBT REIMBURSEMENT TO TAX INCREMENT REVENUE FUND, FOR URBAN RENEWAL AREA NO. 3; RESOLUTION 2023-221 AUTHORIZING INTERNAL DEBT REIMBURSEMENT TO TAX INCREMENT REVENUE FUND, FOR URBAN RENEWAL AREA NO. 4; RESOLUTION 2023-222 AUTHORIZING INTERNAL DEBT REIMBURSEMENT TO TAX INCREMENT REVENUE FUND, FOR URBAN RENEWAL AREA NO. 7. Motion carried 7-0.

RESOLUTIONS

Motion by Isom, second by Kell to adopt RESOLUTION 2023-225 APPROVING THE ANNUAL STREET FINANCIAL REPORT FOR FISCAL YEAR ENDING 2023. Diana Steiner, Finance Director reviewed the Annual Street Financial Report noting the FY23 road use tax budget was $3,490,000 and the actual amount received was $3,797,108. Motion carried 7-0.

Motion by Ladehoff, second by Kell to adopt RESOLUTION 2023-226 AWARDING GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2023A. Diana Steiner, Finance Director advised there were 6 bids received for the $9,840,000 General Obligation Corporate Purpose Bonds, Series 2023. The best bid was from Robert W. Baird & Co., Inc., Milwaukee, Wisconsin with a true interest rate of 4.1480%. The city's bond rating will remain Aa2 which is supported by strong reserves and liquidity. Motion carried 6-1, Hoop dissenting.

Motion by Isom, second by Ladehoff to adopt RESOLUTION 2023-227 APPROVING THE ARTS+CULTURE ALLIANCE AGREEMENT FOR PUBLIC SERVICES. Amber Danielson, Executive Director of the Arts Culture Alliance provided a presentation on the request of $125,000 per year for 5 years for the implementation of the Arts & Culture Master Plan by partnering with the City on Creative Placemaking Development. Councilor Thompson inquired if we could legally pledge these dollars without putting it out through an RFP. Mayor Greer advised the agreement should be reviewed by legal counsel and if there is an issue it will be retracted. Public comment: Kathy Steinberg, 309 Summit St, advised Mason City had a partnership with other entities that rotated artwork. Amy Deimerly-Snyder, 1106 W Main St, Aaron Buzbee, 510 Highland Dr, Karina Hernandez, 311 S 15th Ave, John Hermanson, 500 N 6th St, and Erin Carpenter, 802 N 4th St, all shared their stories of support for this agreement emphasizing the difference art makes in our community and noting our workforce is now mobile and communities are competitive making esthetics important. Serina Stabenow, 1403 W Main St, noted it is nice to have art but we need to clean up the town. Linda Clark, 306 S 2nd Ave, feels it is not safe to be out after dark and she does not utilize the bike trails. Mark Eaton, 1007 S 10th Ave, noted we have a tax problem, and taxpayer money should go to city expenses and the non-profits should fund this request. Harold Lanning, 1994 Vine Ave, stated Marshalltown looks terrible and is disappointed in the lack of retail. Leigh Bauder, 401 Orchard Dr, questioned if the fund source is sustainable and feels it should be scaled back to focus on infrastructure and code enforcement. Jim Shaw, 522 N 2nd St, noted we have many lights out in town and it is too dark. Motion carried 4-3, Hoop, Nichols, and Thompson dissenting.

Mayor Greer opened a public hearing at 6:42 pm on PROVIDING FOR THE CONVEYANCE AND TRANSFER OF TITLE TO A PORTION OF VACATED ALLEY TO ADJOINING PROPERTY OWNER AT 1108 WEST CHURCH STREET. No written or public comments were received. The public hearing was closed at 6:43 pm. Motion by Thompson, second by Nichols to adopt RESOLUTION 2023-228 PROVIDING FOR THE CONVEYANCE AND TRANSFER OF TITLE

TO A PORTION OF VACATED ALLEY TO ADJOINING PROPERTY OWNER AT 1108 WEST CHURCH STREET. Motion carried 7-0.

Mayor Greer opened a public hearing at 6:43 pm on PROVIDING FOR THE CONVEYANCE AND TRANSFER OF TITLE TO A PORTION OF VACATED ALLEY TO ADJOINING PROPERTY OWNER AT 1110 WEST CHURCH STREET. No written or public comments were received. The public hearing was closed at 6:44 pm. Motion by Thompson, second by Ladehoff to adopt RESOLUTION 2023-228 PROVIDING FOR THE CONVEYANCE AND TRANSFER OF TITLE TO A PORTION OF VACATED ALLEY TO ADJOINING PROPERTY OWNER AT 1110 WEST CHURCH STREET. Motion carried 7-0.

Mayor Greer opened a public hearing at 6:44 pm on APPROVING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND COST FOR THE PETERSON PARK IMPROVEMENTS PROJECT, IN THE CITY OF MARSHALLTOWN, IOWA, BEING PROJECT NO. PRK22005. No written or public comments were received. The public hearing was closed at 6:46 pm. Motion by Ladehoff, second by Nichols to adopt RESOLUTION 2023-230 APPROVING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND COST FOR THE PETERSON PARK IMPROVEMENTS PROJECT, IN THE CITY OF MARSHALLTOWN, IOWA, BEING PROJECT NO. PRK22005. Motion carried 7-0.

Mayor Greer opened a public hearing at 6:47 pm on a PROPOSED AMENDMENT TO THE MARSHALLTOWN URBAN RENEWAL AREA NO. 3. No written or public comments were received. The public hearing was closed at 6:47 pm. Motion by Nichols, second by Kell to adopt RESOLUTION 2023-231 TO APPROVE URBAN RENEWAL PLAN AMENDMENT FOR THE MARSHALLTOWN URBAN RENEWAL AREA NO. 3. Motion carried 7-0.

Mayor Greer opened a public hearing at 6:48 pm on a PROPOSED AMENDMENT TO THE MARSHALLTOWN URBAN RENEWAL AREA NO. 4. No written or public comments were received. The public hearing was closed at 6:48 pm. Motion by Ladehoff, second by Nichols to adopt RESOLUTION 2023-232 TO APPROVE URBAN RENEWAL PLAN AMENDMENT FOR THE MARSHALLTOWN URBAN RENEWAL AREA NO. 4. Motion carried 7-0.

Mayor Greer opened a public hearing at 6:49 pm on a PROPOSED ECONOMIC DEVELOPMENT SUPPORT AGREEMENT WITH MARSHALLTOWN AREA CHAMBER OF COMMERCE. Public comment: Mark Eaton, 1007 S 10th Ave, advised the Chamber's industrial park has over $400,000 in funds and land and doesn't think they need taxpayer funds but if they get it then all economic development performed under the agreement should be open to the public records. Linda Clark, 306 S 2nd Ave, agreed the public should have full disclosure of Chamber activities. Jim Ballman, Senior Economic Development Manager with Alliant Energy advised they support this agreement and the leadership at the Chamber, noting Marshalltown is somewhere Alliant will continue to invest because of it. John Hall, Marshalltown Area Chamber of Commerce advised the agreement will increase from $50,000 to $100,000 per year for 5 years for economic development work on retail, restaurant, entertainment, and housing. The public/private partnership will maximize these efforts. The public hearing was closed at 7:02 pm. Motion by Kell, second by Isom to adopt RESOLUTION 2023-233 APPROVING ECONOMIC DEVELOPMENT SUPPORT AGREEMENT WITH THE MARSHALLTOWN AREA CHAMBER OF COMMERCE,

AUTHORIZING ANNUAL APPROPRIATION TAX INCREMENT PAYMENTS AND PLEDGING CERTAIN TAX INCREMENT REVENUES TO THE PAYMENT OF THE AGREEMENT. Motion carried 5-2, Hoop and Thompson dissenting.

Mayor Greer opened a public hearing at 7:03 pm on a PROPOSED ECONOMIC DEVELOPMENT SUPPORT AGREEMENT WITH MARSHALLTOWN CENTRAL BUSINESS DISTRICT, INC., FOR THE MAIN STREET IOWA/OPERATIONS AGREEMENT. Neil Dalal, MCBD Board provided a presentation on the impact of the funding, noting goals for 2024 being thriving during revitalization, Main Street Equitable Entrepreneurship Program, micro-loans and grants, creating vibrant gathering spaces, filling vacant spaces, and building a stronger relationship with the city. Public comment: Mark Eaton, 1007 S 10th Ave stated if public funds are issued to the MCBD then the meetings should be open to the public. Jim Shaw, 522 N 2nd Street, questioned the population noted in the presentation. Serina Stabenow, 1403 W Main St, noted taxpayers should not pay for the remodeling of downtown businesses. Deb Millizer, Director of MCBD, advised the downtown only employs the director and the rest of the work is from countless volunteer hours. Cindy Parks, 127 E Main St, thanked the Mayor and Council for the years of partnership. Joe Gaa, City Administrator advised this is a 5-year agreement with year 1 at $50,000, year 2 at $60,000, and year 3-5 at $70,000. The public hearing was closed at 7:25 pm. Motion by Ladehoff, second by Isom to adopt RESOLUTION 2023-234 APPROVING ECONOMIC DEVELOPMENT SUPPORT AGREEMENT WITH MARSHALLTOWN CENTRAL BUSINESS DISTRICT, INC., AUTHORIZING ANNUAL APPROPRIATION TAX INCREMENT PAYMENTS AND PLEDGING CERTAIN TAX INCREMENT REVENUES TO THE PAYMENT OF THE AGREEMENT (MAIN STREET IOWA/OPERATIONS AGREEMENT). Motion carried 6-1, Hoop dissenting.

Mayor Greer opened a public hearing at 7:25 pm on a PROPOSED ECONOMIC DEVELOPMENT SUPPORT AGREEMENT WITH MARSHALLTOWN CENTRAL BUSINESS DISTRICT, INC. FOR FACADE/CODE IMPROVEMENT PROGRAM. Public comment: Mark Eaton, 1007 S 10th Ave does not feel taxpayer dollars should be given away for this. Neil Dalal, MCBD Board advised this money is tied to a lot of great projects that would not be able to happen without these funds. Linda Clark, 306 S 2nd Ave is concerned about what will happen to downtown business during Main Street reconstruction. Joe Gaa, City Administrator advised this is a 5-year agreement at $50,000 per year. The public hearing was closed at 7:29 pm. Motion by Thompson, second by Ladehoff to adopt RESOLUTION 2023-235 APPROVING ECONOMIC DEVELOPMENT SUPPORT AGREEMENT WITH MARSHALLTOWN CENTRAL BUSINESS DISTRICT, INC., AUTHORIZING ANNUAL APPROPRIATION TAX INCREMENT PAYMENTS AND PLEDGING CERTAIN TAX INCREMENT REVENUES TO THE PAYMENT OF THE AGREEMENT (FACADE AND CODE IMPROVEMENT PROGRAM). Motion carried 7-0.

Motion by Isom, second by Kell to adopt RESOLUTION 2023-223 OBLIGATING FUNDS FROM THE URBAN RENEWAL TAX REVENUE FUND FOR APPROPRIATION TO THE PAYMENT OF ANNUAL APPROPRIATION TAX INCREMENT FINANCED OBLIGATIONS WHICH SHALL COME DUE IN THE NEXT SUCCEEDING FISCAL YEAR FOR URBAN RENEWAL AREA 3 FOR THE CHAMBER OF COMMERCE. Motion carried 6-1, Thompson dissenting.

Motion by Thompson, second by Isom to adopt RESOLUTION 2023-224 OBLIGATING FUNDS FROM THE URBAN RENEWAL TAX REVENUE FUND FOR APPROPRIATION TO THE PAYMENT OF ANNUAL APPROPRIATION TAX INCREMENT FINANCED OBLIGATIONS WHICH SHALL COME DUE IN THE NEXT SUCCEEDING FISCAL YEAR FOR URBAN RENEWAL AREA 4 FOR THE MARSHALLTOWN CENTRAL BUSINESS DISTRICT. Motion carried 7-0.

ORDINANCES

Motion by Thompson, second by Isom to adopt the first reading of ORDINANCE 15076 TO AMEND THE CODE OF ORDINANCE, CITY OF MARSHALLTOWN, IOWA BY AMENDING CHAPTER 76 TRAFFIC SCHEDULES, SCHEDULE VIII SPEED LIMITS. Heather Thomas, Public Works Director, advised this is to correct an error in the speed limit listed in the schedule as 35 mph to 40 mph on Lincoln Way from Highland Acres Road to approximately 200-ft west of Ann Rutledge Road. Motion carried 7-0.

Motion by Thompson, second by Isom to waive the second and third readings of ORDINANCE 15076 TO AMEND THE CODE OF ORDINANCE, CITY OF MARSHALLTOWN, IOWA BY AMENDING CHAPTER 76 TRAFFIC SCHEDULES, SCHEDULE VIII SPEED LIMITS. Motion carried 7-0.

Motion by Ladehoff, second by Kell to adopt the first reading of ORDINANCE 15077 TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA BY AMENDING CHAPTER 77, PARKING SCHEDULES, SCHEDULE II. NO PARKING ANY TIME AND SCHEDULE VII. SNOW REMOVAL; PARKING PROHIBITED. Heather Thomas, Public Works Director, advised this prohibits parking on the North side of East and West State Street from N. 3rd St to N. 3rd Ave since the parking lane has been removed. It also prohibits parking on the South side of East and West State Street from N. 3rd St to N. 3rd Ave during snow removal operations as the snow will be pushed into the parking lane until crews can have it removed. Public comment: Jim Shaw, 522 N 2nd St, asked why the curb cut was removed into the parking lot by the Farmer's Market. Ms. Thomas advised this was in the design plan as access control to increase pedestrian and cyclist safety along State St. Motion carried 7-0.

Motion by Isom, second by Ladehoff to adopt the first reading of ORDINANCE 15078 TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA, CHAPTERS 73 (RECREATIONAL VEHICLES) AND 93 (PARKS AND RECREATION; LEISURE). Chief Tupper advised this amendment will help the police department address people living in tents and RVs in our neighborhoods. Motion carried 7-0.

Motion by Thompson, second by Isom to waive the second and third readings of ORDINANCE 15078 TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA, CHAPTERS 73 (RECREATIONAL VEHICLES) AND 93 (PARKS AND RECREATION; LEISURE). Motion carried 7-0.

DISCUSSION

Joe Gaa, City Administrator advised our local option sales tax expires on June 30, 2025. The city plans to hold a special election on March 5, 2024, for the renewal. A resolution setting the special election is required no later than December 11, 2023. Staff will bring forward a resolution to the November 27th meeting.

John Hall, Marshalltown Area Chamber of Commerce provided an update to the council on the Marshalltown Center businesses since the owner has not paid the utility bills and the power to the main area and parking lots have been turned off. They have connected with 14 of the 16 businesses and done full assessments with them. None of the businesses have permanently closed. The internal 4 businesses are temporarily closed. Six businesses are actively moving from the mall. Mall ownership advised there should be a resolution on 11/18. The Chamber is working toward a better long-term solution to obtain local ownership. Fire Chief David Rierson advised some of the businesses are working to separate their sprinkler systems from the main building's water supply so there are no issues with freezing pipes. Mayor Greer reminded the community to support these businesses through this difficult time.

CLOSED SESSION

Motion by Thompson, second by Ladehoff to enter into closed session pursuant to Section 20.17 subsection 3 of the Code of Iowa concerning strategy meetings of the public employer for collective bargaining purposes. The City of Marshalltown has an attorney-client relationship with Michael Galloway, Ahlers & Cooney, PC, pursuant to an engagement letter dated July 1, 2011. There may be council action by motion following the closed session if directed by the city's attorney. Motion carried 7-0 and the council entered into closed session. Motion by Schneider, second by Isom to return to open session. Motion carried 7-0. No action was taken following closed session.

ADJOURNMENT

The meeting adjourned at 8:51 p.m.

Respectfully Submitted,

Alicia Hunter

Alicia Hunter, City Clerk

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

BILL LIST 11/27/23

Advertising	
TR/9	556.00
Buildings/Improvements	
Slifer Solution/1	1,900.00
Consulting & Professional Fees	
Bolton&Menk.Inc/1	9,334.00
Construct/1	60,529.25
CottinghamButle/1	275.00
FOX Strand/2	16,387.25
Ovivo,USA/1	7,500.00
Union Pac RR Co/2	3,254.50
Contracts	
BG.HVAC.INC/1	800.00
Boland.Recreati/1	29,500.00
Chamber.Commerc/2	25,000.00
City.Laundering/2	117.42
Construct/2	447,511.61
DANS.OVERHEAD.D/1	1,341.00
Hanke,R/2	112.50
Hutchinson Salt/1	16,808.20
IAInspections/1	100.00
Impact.7G.Inc/2	3,385.00
Iowa.Fire.Equip/3	399.00
Marsh.Co.Landfi/12	1,729.05
Michael Pint/1	359.13
Midw.Auto.Fire/1	519.70
Mtwn.Aviation/2	4,416.00
Premier.Equip/1	305.56
Region 6/1	7,153.00
Schendel.Pest.C/7	296.70
Servicemaster/1	1,897.00
Stone.Sanit/1	115.56
TriTech Softwar/1	3,863.38
Union Pac RR Co/2	3,042.26
WRH Inc/1	1,053,795.90
Debt Service	
UMB.Bank.NA/19	1,049,778.12
Equipment/Minor	
Ziegler/1	952.00
Library Books	
Baker.Taylor/24	2,659.32
BRODART.CO/9	1,359.44
Cengage.Learng/8	544.28
CenterPoint.Prn/2	188.76
Data Axle/1	1,250.00
Language Lizard/1	1,413.55
MicroMarketing./4	455.42
OVERDRIVE,INC./4	1,194.95
Playaway Prod/3	1,970.92
Medical	
Health.Partners/2	56,442.60
Unity Point-Occ/1	42.00
Payroll.Net	
Payroll/1	320,703.17
Refund/Reimbursed	
Ambrose,Michael/1	65.94
Baker.Taylor/11	202.90
Burr, Steve/1	81.64
Cengage.Learng/1	23.99
Gilbertson,R/1	69.08
Godinez, Cesar/1	56.52
Head, Rebecca/1	19.99
Health.Partners/1	-214.11
Hillygus, Tonya/1	510.56
Ogston, Thomas/1	43.96
Tietje,J/1	26.69
Torres, Janet/1	45.00
Web.Electric/1	122.46
Westcott,Janell/1	22.18
Service/Repairs	
Augspurger,Just/1	240.00
BG.HVAC.INC/2	301.18
Carahsoft Tech/1	1,390.00
Centurylink.ld/2	5.48
Crookshank.Plmb/1	925.07
Cummins.Service/1	2,322.16
Gaa, Joe/1	8,316.00
Gentry,S/2	54,000.00
Global Paymt/1	317.29
Granite Telecom/6	997.18
IA.NAHRO/1	150.00
LARRY'S.TOWING/1	100.00
LENZ,D/1	330.00
Lynch, Todd/1	41.50
Marshall.Co.Ext/2	230.00
MH Equipment/1	121.00
Midw.Auto.Fire/1	516.17
Milestone Outdo/1	1,036.00
Mobotrex.Inc./4	464.60
Mtwn.Aviation/1	30.05
Municipal Trans/1	19.50
Ohalloran.Inter/1	1,510.25
T.S.Y.S./2	1,804.88
Vajgrt.R/1	13.33
Verizon.Wireles/2	122.06
WICKHAM,M/1	670.00
Wilson,K/1	195.00
Ziegler/3	10,834.60
Supplies/Parts	
Ann.Alteration/1	86.00
Armor Express/1	2,627.95
Arnold.Motor/8	188.14
Atlantic.Bottli/1	605.01
Augspurger,Just/1	198.00
Baker.Taylor/9	583.36
Burhenn,Zach/1	5,313.50
City.Laundering/8	186.18
Cntrl.IA.Distr/1	500.00
Consolidated.Wa/1	1,902.72
CTI Ready Mix/2	1,075.50

BILL LIST 11/27/23

Doll Distrib/1	371.00
EBSCO.Subscr/1	1,937.91
Ed.M.Feld.Eq/1	4,835.65
Fastenal.Co/2	71.30
Gillig.LLC/3	1,202.55
Graymont.Lime/1	6,038.80
Hawkeye.Truck/1	102.00
IA.D.O.T/1	3,992.73
IA.Pump.Works/1	2,004.30
Iowa.Hometown.S/1	645.00
ISU/1	1,393.00
Marsh.Co.Engr/25	22,960.24
Menards/4	151.66
MH Equipment/1	124.41
Microbac Lab/1	109.00
Midland.Scienti/1	111.01
Nebraska Air/1	1,506.96
Northern.Lights/2	767.24
Nutrien.Ag.Sol/1	610.00
Racom.Corp/1	9.00
Rasmusson.Svc/2	694.74
Sandry.Fire.Sup/1	2,653.00
Sign.Creations/1	200.00
Streichers.Inc/1	162.47
Thiesens.Supply/10	330.25
Vanwall Equip/1	219.73
Workspace/1	4,221.00
Utilities	
Alliant.Energy/37	8,701.33
ConsumersEnergy/3	413.35
Mtwn.Aviation/1	62.50
WoodRiver.Enrgy/2	642.79
Wage Assignment	
American.Educa./1	64.41
Collection.Svs./6	1,420.78
Colonial.Life/1	321.13
Fidelity.Securt/2	427.14
I.P.E.R.S./1	81,867.72
I.R.S./6	86,523.41
IA.Treasurer/2	16,617.52
ICMA457Mission/12	14,572.23
M.F.P.R.S.I./2	61,599.18
Polk.Co.Sheriff/1	371.24
TotalAdmin.Serv/2	6,076.85
United.Way/2	661.16
Total/399	**3,580,372.65**

BILL LIST 11/27/23

Account Number	Vendor Name	Description (Item)	Amount
001.1030.5481.00(	ALLIANT ENERGY	2801 S 12th St EMG Sirens	$ 21.76
001.4030.5481.00(	ALLIANT ENERGY	Riverview Park east side	$ 166.83
001.4030.5481.00(	ALLIANT ENERGY	402 Woodland St Bath House	$ 431.95
001.4030.5481.00(	ALLIANT ENERGY	JUDGE PARK	$ 19.07
001.4030.5481.00(	ALLIANT ENERGY	801 WOODLAND ST SHOP	$ 38.45
001.4030.5481.00(	ALLIANT ENERGY	602 W Merle Hibbs Blvd	$ 55.24
001.4030.5482.00(	ALLIANT ENERGY	402 Woodland St Bath House	$ 41.94
001.4030.5482.00(	ALLIANT ENERGY	Reunion Hall	$ 51.06
001.4030.5482.00(	ALLIANT ENERGY	905 E MAIN ST PARK SHOP	$ 64.36
001.4030.5482.00(	ALLIANT ENERGY	402 Woodland St Comm Bldg	$ 49.65
110.2010.5481.00(	ALLIANT ENERGY	2107 S Center St irrigation system	$ 19.73
110.2010.5481.00(	ALLIANT ENERGY	905 E Main PW Bldg	$ 887.83
110.2030.5481.00(	ALLIANT ENERGY	N 18th Ave Bridge	$ 31.47
110.2030.5481.00(	ALLIANT ENERGY	HWY 14 & HWY 30 St Lights	$ 85.64
110.2030.5481.00(	ALLIANT ENERGY	211 S 9th St Front Terrace	$ 19.07
110.2040.5481.00(	ALLIANT ENERGY	S Center St & W Berle	$ 39.24
110.2040.5481.00(	ALLIANT ENERGY	13 S 13th St cnr Main St	$ 40.05
110.2040.5481.00(	ALLIANT ENERGY	S 12TH AVE E OLIVE ST	$ 37.50
110.2040.5481.00(	ALLIANT ENERGY	S Center St North of Mall	$ 44.48
110.2040.5481.00(	ALLIANT ENERGY	N 3rd Ave Cnr State	$ 116.09
110.2040.5481.00(	ALLIANT ENERGY	W Southridge Rd Cnr Center	$ 37.18
110.2040.5481.00(	ALLIANT ENERGY	S Center St Cnr Hibbs	$ 41.48
110.2040.5481.00(	ALLIANT ENERGY	S 6th St cnr Olive St	$ 33.03
110.2040.5481.00(	ALLIANT ENERGY	502 E Southridge Rd	$ 19.89
610.8015.5481.00(	ALLIANT ENERGY	N 3rd Ave River Sign	$ 23.21
610.8015.5481.00(	ALLIANT ENERGY	Riverview Park liftstation	$ 19.73
610.8015.5481.00(	ALLIANT ENERGY	JBS 402 N 10TH AVE	$ 20.38
610.8015.5482.00(	ALLIANT ENERGY	1001 WOODLAND ST DISP PLANT	$ 4,244.26
610.8016.5481.00(	ALLIANT ENERGY	608 Turner St Pump Station	$ 236.17
610.8016.5481.00(	ALLIANT ENERGY	S 12TH AVE CNR E MAIN	$ 121.29
610.8016.5481.00(	ALLIANT ENERGY	Marion St - WPCP	$ 135.88
610.8016.5481.00(	ALLIANT ENERGY	1511 Rolling Meadows Rd	$ 97.45
610.8016.5482.00(	ALLIANT ENERGY	1001 Woodland St Shed	$ 46.14
690.8050.5481.00(	ALLIANT ENERGY	905 E Main PW Bldg	$ 591.88
740.8065.5481.00(	ALLIANT ENERGY	301 N 18TH AVE LIFTSTATION	$ 368.46
740.8065.5481.00(	ALLIANT ENERGY	N 3rd Ave - WPCP	$ 306.65
750.8070.5481.00(	ALLIANT ENERGY	901 Woodland St Compost Pile	$ 96.84
610.8015.5980.00(	Ambrose, Michael	sewer refund 2023 - seeding	$ 65.94
999.1121.000	American Education Services	Wage Withholding	$ 64.41
001.1050.5132.00(	ANN'S ALTERATIONS & GIFTS	FD suit alterations	$ 86.00
030.1010.5718.00(	Armor Express	SWAT Vests	$ 2,627.95
001.1010.5565.00(	Arnold Motor Supply	PD 521 oil	$ 72.56
001.1010.5565.00(	Arnold Motor Supply	Parks & PD lube	$ 9.43
001.1050.5565.00(	Arnold Motor Supply	Fire dept coolant	$ 17.99
001.4030.5565.00(	Arnold Motor Supply	Parks 814 engine filters	$ 18.14
001.4030.5565.00(	Arnold Motor Supply	Parks & PD lube	$ 27.53
110.2010.5565.00(	Arnold Motor Supply	Street #16 stoplight switch	$ 35.59
110.2010.5600.00(	Arnold Motor Supply	Hydraulic jack oil	$ 5.67
110.2010.5600.00(	Arnold Motor Supply	Street shop heater hose	$ 1.23
001.4066.5613.00(	ATLANTIC BOTTLING CO	Coliseum resale products	$ 605.01
110.2010.5410.00(	Augspurger, Justin	Street compressor tires, Durapatch tire repair	$ 240.00
110.2010.5565.00(	Augspurger, Justin	Street compressor tires, Durapatch tire repair	$ 198.00
001.4010.5410.00(	B&G HVAC INC	service call mens toilet	$ 104.00
001.4010.5410.00(	B&G HVAC INC	Clear and repair mens toilet	$ 197.18
001.6051.5342.00(	B&G HVAC INC	Gas piping repairs per Alliant	$ 800.00
001.4010.5730.00(	BAKER & TAYLOR INCORP	reference book	$ 13.79
001.4010.5730.00(	BAKER & TAYLOR INCORP	reference book	$ 21.59
001.4010.5730.00(	BAKER & TAYLOR INCORP	reference book	$ 23.99
001.4010.5730.00(	BAKER & TAYLOR INCORP	reference books	$ 361.67
001.4010.5730.00(	BAKER & TAYLOR INCORP	reference books	$ 60.80
001.4010.5730.00(	BAKER & TAYLOR INCORP	reference book	$ 26.59
001.4010.5730.00(	BAKER & TAYLOR INCORP	reference books	$ 29.98
001.4010.5730.00(	BAKER & TAYLOR INCORP	reference books	$ 29.96
001.4010.5730.00(	BAKER & TAYLOR INCORP	reference book	$ 14.99
001.4010.5732.00(	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	$ 21.43

001.4010.5732.00(	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	$	18.53
001.4010.5732.00(	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	$	15.96
001.4010.5732.00(	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	$	29.63
001.4010.5732.00(	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	$	505.53
001.4010.5732.00(	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	$	50.73
001.4010.5732.00(	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	$	16.52
001.4010.5732.00(	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	$	42.59
001.4010.5732.00(	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	$	171.49
001.4010.5732.00(	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	$	29.98
001.4010.5732.00(	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	$	89.27
001.4010.5732.00(	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	$	196.36
001.4010.5732.00(	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	$	17.09
001.4010.5732.00(	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	$	802.92
001.4010.5732.00(	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	$	17.10
001.4010.5732.00(	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	$	50.32
001.4010.5732.00(	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	$	18.00
001.4010.5732.00(	BAKER & TAYLOR INCORP	DVD's	$	18.19
001.4010.5732.00(	BAKER & TAYLOR INCORP	DVD's	$	93.02
001.4010.5732.00(	BAKER & TAYLOR INCORP	DVD's	$	13.99
001.4010.5732.00(	BAKER & TAYLOR INCORP	DVD's	$	83.22
001.4010.5732.00(	BAKER & TAYLOR INCORP	DVD's	$	73.42
001.4010.5732.00(	BAKER & TAYLOR INCORP	DVD's	$	242.05
001.4010.5732.00(	BAKER & TAYLOR INCORP	DVD's	$	41.98
001.4010.5734.00(	BAKER & TAYLOR INCORP	lost and replaced books	$	16.14
001.4010.5734.00(	BAKER & TAYLOR INCORP	lost and replaced books	$	20.89
001.4010.5734.00(	BAKER & TAYLOR INCORP	lost and replaced book	$	11.39
001.4010.5734.00(	BAKER & TAYLOR INCORP	lost and replaced book	$	12.00
170.4010.5734.00(	BAKER & TAYLOR INCORP	Francis memorial book	$	17.09
170.4010.5734.00(	BAKER & TAYLOR INCORP	Memorial book - Ron Ginapp	$	22.80
170.4010.5734.00(	BAKER & TAYLOR INCORP	Connley memorial book	$	15.38
170.4010.5734.00(	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	$	17.10
170.4010.5734.00(	BAKER & TAYLOR INCORP	memorial book	$	15.96
170.4010.5734.00(	BAKER & TAYLOR INCORP	Parsons memorial book	$	18.53
170.4010.5734.00(	BAKER & TAYLOR INCORP	West memorial books	$	35.62
030.4030.5750.00(	BOLAND RECREATION INC	Peterson Park Playground Equipment	$	29,500.00
364.4030.5233.00(	Bolton & Menk Inc	Riverview Park Phase 1 Design and Engineering	$	9,334.00
001.4010.5732.00(	BRODART CO	Juvenile books	$	165.19
001.4010.5732.00(	BRODART CO	Juvenile books	$	195.25
001.4010.5732.00(	BRODART CO	Juvenile books	$	280.29
001.4010.5732.00(	BRODART CO	Juvenile books	$	148.21
001.4010.5732.00(	BRODART CO	Juvenile books	$	58.13
001.4010.5732.00(	BRODART CO	Juvenile books	$	159.33
001.4010.5732.00(	BRODART CO	Juvenile books	$	185.85
001.4010.5732.00(	BRODART CO	Juvenile books	$	111.81
001.4010.5732.00(	BRODART CO	Juvenile books	$	55.38
341.5010.5609.00(	Burhenn, Zach	Tree Giveaway Fall	$	5,313.50
610.8015.5980.00(	Burr, Steve	sewer refund 2023 - sod/ seeding	$	81.64
110.2060.5704.00(	Carahsoft Technology Corp	Microstation subscription 12/1/23-11/30/24	$	1,390.00
001.4010.5732.00(	CENGAGE LEARNING INC	fiction or non fiction books	$	175.44
001.4010.5732.00(	CENGAGE LEARNING INC	fiction or non fiction books	$	52.48
001.4010.5732.00(	CENGAGE LEARNING INC	fiction or non fiction books	$	74.22
001.4010.5732.00(	CENGAGE LEARNING INC	Tye grant and fiction or non fiction books	$	78.67
001.4010.5732.00(	CENGAGE LEARNING INC	fiction or non fiction books	$	20.99
001.4010.5732.00(	CENGAGE LEARNING INC	fiction or non fiction books	$	92.96
170.4010.5732.00(	CENGAGE LEARNING INC	Memorial and Tye grant books	$	44.23
170.4010.5732.00(	CENGAGE LEARNING INC	Tye grant and fiction or non fiction books	$	5.29
170.4010.5734.00(	CENGAGE LEARNING INC	Memorial and Tye grant books	$	23.99
001.4010.5732.00(	CENTER POINT LARGE PRINT	fiction or non fiction book	$	24.57
001.4010.5732.00(	CENTER POINT LARGE PRINT	fiction or non fiction books	$	164.19
001.4010.5600.00(	CENTRAL IOWA DISTRIBUTING INC	Library soaps and bath tissue	$	500.00
001.1099.5450.00(	CENTURYLINK long distance	Long distance lines	$	2.74
001.6050.5450.00(	CENTURYLINK long distance	Long distance lines	$	2.74
110.2010.5132.00(	CITY LAUNDERING COMPANY	Street dept uniform cleaning	$	8.79
110.2010.5132.00(	CITY LAUNDERING COMPANY	Street dept uniform cleaning	$	8.79
110.2010.5342.00(	CITY LAUNDERING COMPANY	Street Dept. -comfort flow/simplicity/flooring	$	106.49
110.2010.5342.00(	CITY LAUNDERING COMPANY	Street Dept. -comfort flow/simplicity/flooring	$	10.93
110.2010.5600.00(	CITY LAUNDERING COMPANY	Street Dept. - supplies	$	18.45
110.2010.5600.00(	CITY LAUNDERING COMPANY	Street Dept. - supplies	$	28.43
110.2040.5132.00(	CITY LAUNDERING COMPANY	Utility dept - uniform cleaning	$	23.51

110.2040.5132.00(	CITY LAUNDERING COMPANY	Utility dept - uniform cleaning	$	23.51
690.8050.5132.00(	CITY LAUNDERING COMPANY	Transit dept - uniform cleaning	$	37.35
690.8050.5132.00(	CITY LAUNDERING COMPANY	Transit dept - uniform cleaning	$	37.35
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	$	191.92
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
610.8015.5600.00(	CONSOLIDATED WATER SOLUTIONS	DAF polymer	$	1,902.72
311.2012.5233.00(	CONSTRUCT INC	STR19003 Edgewood Street Extension	$	60,529.25
363.2012.5342.00(	CONSTRUCT INC	STR21004 State Street Reconstruction	$	446,311.61
363.4030.5342.00(	CONSTRUCT INC	Farmer's Market Topsoil	$	1,200.00
110.2030.5481.00(	Consumers Energy Coop	City of Marshalltown	$	255.64
110.2040.5481.00(	Consumers Energy Coop	City of Marshalltown	$	85.23
110.2040.5481.00(	Consumers Energy Coop	City of Marshalltown	$	72.48
110.2010.5230.00(	Cottingham & Butler Insurance Services Inc	Civil service review- Street dept	$	275.00
001.4010.5410.00(	CROOKSHANK PLUMBING	replace kitchen sinks	$	925.07
363.2010.5617.00(	CTI Ready Mix Inc	6th St, State St, "N" lot sink holes	$	725.00
740.8065.5600.00(	CTI Ready Mix Inc	1807 W Main St storm sewer repair	$	350.50
690.8050.5410.00(	CUMMINS Sales & Service	Transit Gillig G27 DEF controller repair	$	2,322.16
001.2080.5342.00(	Dans Overhead Doors	Airport hangar doors 5 & 24 repairs	$	1,341.00
001.4010.5736.00(	Data Axle	reference data bases	$	1,250.00
001.4066.5613.00(	Doll Distributing LLC	Coliseum resale products	$	371.00
001.4010.5731.00(	EBSCO SUBSCRIPTION SRVC COMPANY	Library periodicals	$	1,937.91
156.1050.5718.00(	ED M FELD EQUIPMENT CO INC	Fire Dept RIT PAK Assy 4500 PSI, cyl & valve	$	4,835.65
110.2010.5600.00(	FASTENAL COMPANY	flat washers	$	(48.40)
610.8015.5600.00(	FASTENAL COMPANY	hex cap screws, flat washers, hex nuts	$	119.70
999.1125.000	FIDELITY SECURITY LIFE INSURANCE CO	VISION INSURANCE	$	318.49
999.1125.000	FIDELITY SECURITY LIFE INSURANCE CO	VISION INSURANCE	$	108.65
364.2020.5233.00(	FOX Strand	Design Engineering - Parking Lot "T"	$	150.00
615.8015.5233.00(	FOX Strand	WPC21001 WPCP Headworks & Digester Const Phase	$	16,237.25
001.6012.5463.00(	Gaa, Joe	Moving expenses	$	8,316.00
189.3040.5410.00(	Gentry, Susan	307 Lee Street	$	48,500.00
189.3040.5415.00(	Gentry, Susan	307 Lee Street	$	5,500.00
610.8015.5980.00(	Gilbertson, Robert	sewer refund 2023 - seeding	$	69.08
690.8050.5565.00(	GILLIG LLC	Transit 131 Filter Door w/Access Door.	$	840.70
690.8050.5565.00(	GILLIG LLC	Transit 181 hose assy and brake chambers	$	321.60
690.8050.5565.00(	GILLIG LLC	Transit 109 fitting	$	40.25
001.4030.5215.00(	Globalpayments	Park & Rec credit card fee	$	317.29
610.8015.5980.00(	Godinez, Cesar	Sewer refund 2023 -seeding	$	56.52
001.1099.5450.00(	Granite Telecommunications LLC	Land line services	$	333.59
001.4010.5450.00(	Granite Telecommunications LLC	Land line services	$	114.91
001.4065.5450.00(	Granite Telecommunications LLC	Land line services	$	114.91
001.6050.5450.00(	Granite Telecommunications LLC	Land line services	$	203.56
110.2010.5450.00(	Granite Telecommunications LLC	Land line services	$	114.91
610.8015.5450.00(	Granite Telecommunications LLC	Land line services	$	115.30
610.8015.5600.00(	GRAYMONT WESTERN LIME INC	Bulk Lime 19.48 tons	$	6,038.80
001.4045.5342.00(	HANKE, RICKIE L	Service 6 th St & pool	$	56.25
142.4030.5342.00(	HANKE, RICKIE L	Service 6 th St & pool	$	56.25
110.2010.5600.00(	HAWKEYE TRUCK EQUIPMENT INC	Street dept vehicle flaps	$	102.00
001.4010.5980.00(	Head, Rebecca	returned lost book	$	19.99
884.6021.4875.00(	Health Partners	stop loss claims	$	(214.11)
884.7010.5339.00(	Health Partners	Claims 11/02-11/08	$	53,642.15
884.7010.5339.00(	Health Partners	Claims 11/02-11/08	$	2,800.45
884.7010.5980.00(	Hillygus, Tonya	health insruance premium	$	510.56
110.2050.5622.00(	Hutchinson Salt Co Inc	Street dept medium size rock salt 1666.75 tons	$	16,808.20
999.1131.000	ICMA 457-Mission Square Retirement	Mission Square Retirement - Plan #303417	$	748.42
999.1131.000	ICMA 457-Mission Square Retirement	Mission Square Retirement - Plan #303417ICMA DEF C	$	4,923.07
999.1131.000	ICMA 457-Mission Square Retirement	ICMA DEFERRED COMP	$	992.10
999.1131.000	ICMA 457-Mission Square Retirement	ICMA LOAN REPAYMENT	$	352.68
999.1131.000	ICMA 457-Mission Square Retirement	ICMA DEF COMP	$	230.76
999.1131.000	ICMA 457-Mission Square Retirement	Mission Square Retirement - Plan #705230	$	1,247.69
999.1131.000	ICMA 457-Mission Square Retirement	Mission Square Retirement - Plan #705230	$	2,645.22
999.1131.000	ICMA 457-Mission Square Retirement	Mission Square Retirement - Plan #303417ICMA DEF C	$	1,225.00
999.1131.000	ICMA 457-Mission Square Retirement	ICMA DEF COMP	$	269.23
999.1131.000	ICMA 457-Mission Square Retirement	Mission Square Retirement - Plan #705230	$	118.06
999.1131.000	ICMA 457-Mission Square Retirement	Mission Square Retirement - Plan #705230	$	875.00

999.1131.000	ICMA 457-Mission Square Retirement	Mission Square Retirement - Plan #705230	$	945.00
133.2900.5342.00(	Impact 7G Inc	Brownfields Assistance Contract	$	2,485.00
189.3040.5342.00(	Impact 7G Inc	Program Management	$	900.00
999.1101.000	INTERNAL REVENUE SERVICE	Bi-Weekly Federal Taxes	$	27,973.92
999.1101.000	INTERNAL REVENUE SERVICE	Bi-Weekly Federal Taxes	$	13,432.31
999.1103.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Social Security	$	26,904.74
999.1103.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Social Security	$	5,059.88
999.1107.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Medicare	$	8,929.68
999.1107.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Medicare	$	4,222.88
110.2050.5600.00(	IOWA DEPT OF TRANSPORTATION	Street dept snow fence	$	3,992.73
001.4030.5344.00(	IOWA FIRE EQUIPMENT COMPANY	PW Bldg server room fire suppression inspection	$	79.80
110.2010.5344.00(	IOWA FIRE EQUIPMENT COMPANY	PW Bldg server room fire suppression inspection	$	159.60
690.8050.5344.00(	IOWA FIRE EQUIPMENT COMPANY	PW Bldg server room fire suppression inspection	$	159.60
001.1010.5600.00(	Iowa Hometown Security INC	building entry cards	$	645.00
001.1050.5342.00(	Iowa Inspections	9 W Main St	$	100.00
184.5030.5280.00(	IOWA NAHRO	Section 8 membership	$	150.00
999.1106.000	IOWA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	PRIOR MONTH IPERS CONTRIBUTIONS	$	81,867.72
610.8015.5718.00(	IOWA PUMP WORKS, INC.	Myers sump pumps & floats	$	2,004.30
170.4010.5601.00(	ISU	Small Talk programming and supplies	$	1,393.00
170.4010.5732.00(	Language Lizard LLC	Welcome Grant Juvenile Books	$	1,413.55
001.1010.5359.00(	LARRYS TOWING & TIRE SERVICE	PD tow #500	$	100.00
001.4010.5386.00(	LENZ, DUANE	Library contract mowing	$	330.00
690.8050.5251.00(	Lynch, Todd	Transit CDL License	$	41.50
001.1010.5570.00(	Marshall County Engineer	October fuel purchases	$	6,461.35
001.1010.5571.00(	Marshall County Engineer	October fuel purchases	$	46.40
001.1050.5570.00(	Marshall County Engineer	October fuel purchases	$	319.47
001.1050.5571.00(	Marshall County Engineer	October fuel purchases	$	1,068.76
001.1071.5570.00(	Marshall County Engineer	October fuel purchases	$	32.29
001.1075.5570.00(	Marshall County Engineer	October fuel purchases	$	158.29
001.4030.5570.00(	Marshall County Engineer	October fuel purchases	$	952.95
001.4030.5571.00(	Marshall County Engineer	October fuel purchases	$	389.19
001.6050.5570.00(	Marshall County Engineer	October fuel purchases	$	192.84
110.2010.5570.00(	Marshall County Engineer	October fuel purchases	$	713.20
110.2010.5571.00(	Marshall County Engineer	October fuel purchases	$	1,661.41
110.2040.5570.00(	Marshall County Engineer	October fuel purchases	$	62.94
110.2040.5570.00(	Marshall County Engineer	October fuel purchases	$	224.61
110.2060.5570.00(	Marshall County Engineer	October fuel purchases	$	275.71
110.2070.5571.00(	Marshall County Engineer	October fuel purchases	$	450.46
184.5030.5570.00(	Marshall County Engineer	October fuel purchases	$	10.76
610.8015.5570.00(	Marshall County Engineer	October fuel purchases	$	62.93
610.8015.5570.00(	Marshall County Engineer	October fuel purchases	$	266.86
610.8015.5571.00(	Marshall County Engineer	October fuel purchases	$	80.44
610.8016.5570.00(	Marshall County Engineer	October fuel purchases	$	519.80
610.8016.5571.00(	Marshall County Engineer	October fuel purchases	$	609.11
690.8050.5570.00(	Marshall County Engineer	October fuel purchases	$	817.14
690.8050.5571.00(	Marshall County Engineer	October fuel purchases	$	6,830.73
740.8065.5570.00(	Marshall County Engineer	October fuel purchases	$	346.53
740.8065.5571.00(	Marshall County Engineer	October fuel purchases	$	406.07
001.4030.5251.00(	MARSHALL COUNTY EXTENSION	Commercial applicator training	$	135.00
001.4030.5251.00(	MARSHALL COUNTY EXTENSION	Publications	$	95.00
001.4030.5342.00(	MARSHALL COUNTY LANDFILL	Parks construction debris	$	154.85
001.4030.5342.00(	MARSHALL COUNTY LANDFILL	Parks construction debris	$	125.30
001.4030.5342.00(	MARSHALL COUNTY LANDFILL	PArks construction debris	$	171.10
001.4030.5342.00(	MARSHALL COUNTY LANDFILL	Parks construction debris	$	106.70
001.4030.5342.00(	MARSHALL COUNTY LANDFILL	Parks construction debris	$	126.45
001.4030.5342.00(	MARSHALL COUNTY LANDFILL	Parks construction debris	$	259.85
001.4030.5342.00(	MARSHALL COUNTY LANDFILL	Parks construction debris	$	163.00
001.4030.5342.00(	MARSHALL COUNTY LANDFILL	Parks construction debris	$	124.70
001.4030.5342.00(	MARSHALL COUNTY LANDFILL	Parks construction debris	$	235.50
001.4030.5342.00(	MARSHALL COUNTY LANDFILL	Parks construction debris	$	73.10
001.4030.5342.00(	MARSHALL COUNTY LANDFILL	Parks construction debris	$	64.95
001.4030.5342.00(	MARSHALL COUNTY LANDFILL	Parks construction debris	$	123.55
001.2080.5342.00(	MARSHALLTOWN AVIATION INC	Airport management	$	2,333.00
001.2080.5344.00(	MARSHALLTOWN AVIATION INC	Airfield maintenance	$	2,083.00
001.2080.5450.00(	MARSHALLTOWN AVIATION INC	internet	$	30.05
001.2080.5481.00(	MARSHALLTOWN AVIATION INC	Electrical services	$	62.50
001.5020.5331.00(	MARSHALLTOWN CHAMBER OF COMMERCE	TIF Economic Development FY24Qtr2per Res 2019-318	$	12,500.00
001.5020.5331.00(	MARSHALLTOWN CHAMBER OF COMMERCE	TIF Economic Development FY24QTR1 per Res 2019-318	$	12,500.00
001.1099.5611.00(	MENARDS	PSB bldg PD area custodial supplies	$	20.97

001.4065.5600.00(	MENARDS	Coliseum cleaning supplies	$	6.78
110.2010.5600.00(	MENARDS	Street dept backer rods	$	47.95
110.2010.5718.00(	MENARDS	Street dept manure fork	$	75.96
110.2010.5410.00(	MH Equipment	Forklift 23 repairs	$	121.00
110.2010.5565.00(	MH Equipment	Forklift 23 repairs	$	124.41
001.1050.5344.00(	MICHAEL G PINT	Annual fire pump certification	$	359.13
610.8015.5603.00(	Microbac Laboratories Inc	lab analysis- Dig. #2	$	109.00
001.4010.5732.00(	MICROMARKETING LLC	audio books	$	213.47
001.4010.5732.00(	MICROMARKETING LLC	audio books	$	119.98
001.4010.5732.00(	MICROMARKETING LLC	audio books	$	86.98
001.4010.5732.00(	MICROMARKETING LLC	audio books	$	34.99
610.8015.5603.00(	MIDLAND SCIENTIFIC INC	lab supplies - bottles	$	111.01
001.6050.5342.00(	MIDWEST AUTOMATIC FIRE SPRINKLER CO	5 year internal inspection of	$	519.70
001.6050.5410.00(	MIDWEST AUTOMATIC FIRE SPRINKLER CO	Replace sprinkler section piping	$	516.17
001.1099.5386.00(	Milestone Outdoor Co	Police and Fire bldg lawn health application	$	1,036.00
110.2040.5410.00(	MOBOTREX INC	Red bulb S 3rd Ave & Linn St, stock	$	177.00
110.2040.5410.00(	MOBOTREX INC	Bulb S 3rd Ave&Linn St, yellow traffic bulb stock	$	171.45
130.2040.5410.00(	MOBOTREX INC	Red bulb S 3rd Ave & Linn St, stock	$	59.00
130.2040.5410.00(	MOBOTREX INC	Bulb S 3rd Ave&Linn St, yellow traffic bulb stock	$	57.15
999.1105.000	MUNICIPAL FIRE & POLICE RETIREMENT	PRIOR MONTH MFPRSI CONTRIBUTIONS	$	28,995.17
999.1105.000	MUNICIPAL FIRE & POLICE RETIREMENT	PRIOR MONTH MFPRSI CONTRIBUTIONS	$	32,604.01
690.8050.5360.00(	Municipal Transit Admin	pump shipping	$	19.50
610.8015.5600.00(	Nebraska Air Filter Inc	MAU air filters	$	1,506.96
001.4066.5613.00(	NORTHERN LIGHTS DISTRIBUTING	Coliseum resale products	$	533.81
001.4066.5613.00(	NORTHERN LIGHTS DISTRIBUTING	Coliseum resale products	$	233.43
610.8015.5600.00(	NUTRIEN AG SOLUTIONS INC	Mobil SHC 634	$	610.00
610.8015.5980.00(	Ogston, Thomas	Sewer refund 2023 - sod	$	43.96
110.2010.5359.00(	OHALLORAN INTERNATIONAL, INC.	Street #41 towed and labor	$	1,510.25
001.4010.5732.00(	OVERDRIVE,INC.	Ebooks	$	381.00
001.4010.5732.00(	OVERDRIVE,INC.	Ebooks - audio	$	579.96
001.4010.5732.00(	OVERDRIVE,INC.	Ebooks	$	59.99
001.4010.5732.00(	OVERDRIVE,INC.	Ebooks - audio	$	174.00
615.8015.5230.00(	Ovivo USA LLC	WPC Digester 3_Structural Ovivo Inspection	$	7,500.00
Payroll	Payroll	Payroll #24	$	320,703.17
001.4010.5732.00(	Playaway Products LLC	Juvenile audio	$	54.14
001.4010.5732.00(	Playaway Products LLC	Juvenile audio	$	1,668.83
001.4010.5732.00(	Playaway Products LLC	Juvenile audio	$	247.95
999.1121.000	Polk County Sheriff	CASE # SCSC035481	$	371.24
001.4010.5344.00(	PREMIER OFFICE EQUIPMENT	Library contract and copies	$	305.56
001.1010.5600.00(	RACOM CORPORATION	PD ear molds	$	9.00
001.1050.5413.00(	Rasmusson Service Center	Fire ladder 177 radiator repair	$	250.00
001.1050.5413.00(	Rasmusson Service Center	Fire ladder 177 radiator repair	$	444.74
690.8050.5331.00(	Region 6 Resource Partners	September Para transit rides	$	7,153.00
001.1050.5718.00(	SANDRY FIRE SUPPLY LLC	Fire hoses 75'	$	2,653.00
001.1010.5342.00(	SCHENDEL PEST CONTROL INC	PD monthly service	$	49.05
001.1050.5342.00(	SCHENDEL PEST CONTROL INC	FD qrtly pest control	$	86.87
001.4030.5342.00(	SCHENDEL PEST CONTROL INC	City Hall/ Carnegie Bldg/ Parks office	$	21.58
001.4030.5342.00(	SCHENDEL PEST CONTROL INC	Community Bldg & Reunion Hall	$	46.33
001.4065.5342.00(	SCHENDEL PEST CONTROL INC	Coliseum	$	49.05
001.6050.5342.00(	SCHENDEL PEST CONTROL INC	City Hall/ Carnegie Bldg/ Parks office	$	21.58
001.6051.5342.00(	SCHENDEL PEST CONTROL INC	City Hall/ Carnegie Bldg/ Parks office	$	22.24
001.4010.5342.00(	SERVICEMASTER OF M'TOWN INC	Library November janitorial services	$	1,897.00
001.4010.5600.00(	SIGN CREATIONS	Public Library decal	$	200.00
312.2080.5776.00(	Slifer Solutions	privacy slats Airport fencing	$	1,900.00
001.4010.5342.00(	STONE SANITATION	Library services	$	115.56
001.1010.5600.00(	STREICHER'S INC	Defense irritant	$	162.47
001.4030.5611.00(	THEISENS SUPPLY INC	Parks clevis hook	$	11.98
001.4065.5611.00(	THEISENS SUPPLY INC	Tire guage, diesel fuel supplements	$	22.49
001.6050.5611.00(	THEISENS SUPPLY INC	Tire guage, diesel fuel supplements	$	13.47
001.6050.5718.00(	THEISENS SUPPLY INC	Tire guage, diesel fuel supplements	$	8.49
110.2010.5132.00(	THEISENS SUPPLY INC	Street provided winter clothing	$	134.98
110.2010.5132.00(	THEISENS SUPPLY INC	Street dept City provided winter clothing	$	30.98
110.2010.5600.00(	THEISENS SUPPLY INC	spring	$	9.38
110.2010.5600.00(	THEISENS SUPPLY INC	hitch pin, plate shank pintle	$	75.98
110.2010.5611.00(	THEISENS SUPPLY INC	Tire guage, diesel fuel supplements	$	11.25
690.8050.5611.00(	THEISENS SUPPLY INC	Tire guage, diesel fuel supplements	$	11.25
610.8015.5980.00(	TIETJE, JASON	Sewer refund 2023 - pool	$	26.69
001.1010.5210.00(	TIMES REPUBLICAN	Job advertisements	$	79.42
001.1072.5210.00(	TIMES REPUBLICAN	Job advertisements	$	23.84

001.4010.5210.00(	TIMES REPUBLICAN	Job advertisements	$ 79.42
001.4041.5210.00(	TIMES REPUBLICAN	Job advertisements	$ 79.42
110.2010.5210.00(	TIMES REPUBLICAN	Job advertisements	$ 47.69
110.2010.5210.00(	TIMES REPUBLICAN	Job advertisements	$ 79.42
110.2030.5210.00(	TIMES REPUBLICAN	Job advertisements	$ 7.95
110.2060.5210.00(	TIMES REPUBLICAN	Job advertisements	$ 79.42
610.8015.5210.00(	TIMES REPUBLICAN	Job advertisements	$ 79.42
001.4045.5980.00(	Torres, Janet	Swim lessons	$ 45.00
999.1128.000	TOTAL ADMINISTRATIVE SERVICE CORP.	FLEX DEP CARE BENEFITS	$ 724.99
999.1129.000	TOTAL ADMINISTRATIVE SERVICE CORP.	FLEX HEALTH BENEFITS	$ 5,351.86
999.1102.000	TREASURER STATE OF IOWA	Bi-Weekly Payroll SIT	$ 11,193.85
999.1102.000	TREASURER STATE OF IOWA	Bi-Weekly Payroll SIT	$ 5,423.67
001.1050.5347.00(	TriTech Software Systems	Fire dept CAD annual maint fee 1/26/24-1/25/25	$ 3,863.38
001.4010.5215.00(	TSYS	Library credit card transaction fees	$ 1,737.82
001.6021.5215.00(	TSYS	Finance credit card transaction fees	$ 67.06
200.7010.5820.00(	UMB Bank NA	GO Corp bnd series 2012A	$ 9,281.25
200.7010.5820.00(	UMB Bank NA	GO Crp bond series 2015	$ 2,925.00
200.7010.5820.00(	UMB Bank NA	GO Corp bond series 2016A	$ 8,600.00
200.7010.5820.00(	UMB Bank NA	GO Corp bond series 2016A STORM WATER	$ 16,000.00
200.7010.5820.00(	UMB Bank NA	GO Muni bond series 2016B	$ 25,050.00
200.7010.5820.00(	UMB Bank NA	GO Muni bldg bond series 2017	$ 163,500.00
200.7010.5820.00(	UMB Bank NA	GO Corp purpose bond series 2018	$ 34,350.00
200.7010.5820.00(	UMB Bank NA	GO Corp Purpose bond series 2021	$ 85,300.00
200.7010.5820.00(	UMB Bank NA	Gen Obligation Corp bond series 2022A	$ 372,901.32
200.7010.5820.00(	UMB Bank NA	Property restoration Bonds series 2022B	$ 28,304.00
200.7010.5820.00(	UMB Bank NA	GO Corp Purp Rfdg series 2019 SEWER	$ 14,650.00
200.7010.5820.00(	UMB Bank NA	GO Corp Purp & Rfdg series 2019	$ 46,050.00
200.7010.5820.00(	UMB Bank NA	GO Corp Purp Rfdg series 2020A STORM WATER	$ 12,000.00
200.7010.5820.00(	UMB Bank NA	Corp Purp Rfdg Bond series 2020A	$ 24,175.00
200.7010.5820.00(	UMB Bank NA	GO Airport Improv bnd series 2020B	$ 11,112.50
610.8016.5810.00(	UMB Bank NA	Sewer Rev Bond series 2013	$ 134,000.00
610.8016.5820.00(	UMB Bank NA	Sewer Rev Bond series 2013	$ 14,671.80
610.8016.5820.00(	UMB Bank NA	Sewer Rev Rfdg series 2020	$ 29,841.00
610.8016.5820.00(	UMB Bank NA	Sewer Rev Rfdg bond series 2021	$ 17,066.25
362.2012.5331.00(	UNION PACIFIC RAILROAD COMPANY	Reimbursement Agreement-Quiet Zone Services	$ 2,150.76
362.2012.5331.00(	UNION PACIFIC RAILROAD COMPANY	Reimbursement Agreement-Quiet Zone Services	$ 891.50
363.2010.5230.00(	UNION PACIFIC RAILROAD COMPANY	Reimbursement Agreement	$ 770.00
363.2010.5230.00(	UNION PACIFIC RAILROAD COMPANY	Reimbursement Agreement	$ 2,484.50
999.1112.000	UNITED WAY	UNITED WAY	$ 639.16
999.1112.000	UNITED WAY	UNITED WAY	$ 22.00
610.8015.5339.00(	Unity Point- Occupational Medicine	medical claim paid by City	$ 42.00
110.2010.5380.00(	Vajgrt, Roger	propane tank rentals	$ 13.33
001.4030.5565.00(	VANWALL EQUIPMENT INC	Parks #70 filters, cool gard	$ 219.73
001.1071.5450.00(	VERIZON WIRELESS	Housing services	$ 61.03
001.1075.5450.00(	VERIZON WIRELESS	Housing services	$ 61.03
610.8015.5980.00(	WEB Electric	Sewer refund 2023 - seeding/ landscaping	$ 122.46
610.8015.5980.00(	Westcott, Janelle	sewer refund 2023-pool	$ 22.18
001.4040.5358.00(	WICKHAM, MICHAEL L	classes 11/13-12/19	$ 670.00
001.4010.5343.00(	Wilson, Kathy	12/02 program and mileage	$ 195.00
110.2010.5482.00(	WoodRiver Energy LLC	905 E Main St	$ 385.67
690.8050.5482.00(	WoodRiver Energy LLC	905 E Main St	$ 257.12
001.4010.5718.00(	Workspace	stackable chairs	$ 4,221.00
615.8015.5342.00(	WRH Inc	WPC21001 Headworks & Digester Impro	$ 1,053,795.90
610.8015.5410.00(	ZIEGLER INC	Prelim. C27 inspection of engine & generator	$ 1,238.86
610.8015.5410.00(	ZIEGLER INC	Porable generator inspection & service	$ 4,388.58
610.8016.5412.00(	ZIEGLER INC	Turmer St :S Engine & Generator inspection	$ 952.00
740.8065.5387.00(	ZIEGLER INC	Stormwater LS generator inspection & service	$ 5,207.16
TOTAL			$ 3,580,372.65

MARSHALLTOWN
IOWA

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

TO: Mayor Greer and City Council
FROM: Diana Steiner, Finance Director
DATE: November 20, 2023
RE: June 2023 Monthly Financial Statements

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: N/A.

Recommendation: Staff recommends approving the June 2023 monthly financial statements.

Budget Impact: N/A.

Description/Background: The Finance Department has prepared and reconciled the June 2023 financial statements for your review. The FY23 budget has been updated to reflect the amendment that was approved in May 2023.

The attached reports include the following:

- Fund Balance Report, which includes the beginning balance at 6/30/22, the year-to-date revenues and expenses for 12 months and the ending fund cash balance.
- Cash & Investments Report, which includes current balances and interest rates for all city investments.
- Monthly Budget Report, which reflects monthly and year-to-date revenues and expenses by each fund and then in summary. If the YTD Activity amount is less than the YTD Budget amount, it will show as unfavorable for revenues and favorable for expenses.

Items of interest this month:

- $520,564 was received for the reimbursement of the SRF CIPP & Headworks projects.
- $520,564 was paid out for the SRF Sanitary Sewer CIPP project in fund 616
- $358,772 was paid out for the SRF Headworks project in fund 61
- $601,748 was reimbursed by Marshalltown Water Works for Edgewood Extension, 4th and Meadow, and State Street
- $196,164 of principal and interest payments were made for the SRF loans
- $314,455 was paid to the engineer and contractor for the State St. project
- The quarterly transfers were completed including net transfers into the general fund of $1, 275,206. For a detail of all year-to-date transfers, see separate Council agenda item.

MARSHALLTOWN
IOWA

FUND BALANCE REPORT
AS OF 06/30/2023

Fund	Beginning Balance	Total Revenues	Total Expenses	Ending Balance
001 - GENERAL FUND	3,567,795.12	16,784,975.33	16,784,975.33	3,567,795.12
010 - CASH FLOW RESERVE FUND	2,597,495.17	158,080.79	-	2,755,575.96
030 - CAPITAL RESERVE	-	720,027.11	720,027.11	-
031 - CAPITAL RSRV-BLDG MAINT	260,113.94	5,938.58	17,205.36	248,847.16
032 - CIP LARGE VEHICLE/EQUIPMENT	-	93,755.00	-	93,755.00
110 - ROAD USE TAX	6,303,147.02	4,666,615.31	3,096,796.42	7,872,965.91
112 - EMPLOYEE BENEFITS FUND	3,417,943.48	3,010,525.55	2,659,659.29	3,768,809.74
117 - POLICE/FIRE RETIREMENT	582,899.93	1,238,378.36	1,178,800.38	642,477.91
119 - EMERGENCY FUND	-	254,836.51	254,836.51	-
121 - LOCAL OPTION SALES TAX	6,654,632.96	4,243,583.34	4,885,292.74	6,012,923.56
125 - TAX INCREMENT FINANCING	469,295.69	482,161.45	781,911.37	169,545.77
130 - CITY TORT LIABILITY	82,551.75	252,175.04	206,520.63	128,206.16
132 - GRANTS-STATE/LOCAL AGENCIES	(226,794.55)	383,110.00	1,394,086.87	(1,237,771.42)
133 - UNDESIGNATED FEDERAL GRANTS	(27,785.30)	122,815.68	121,967.64	(26,937.26)
140 - PARK & REC DONATION FUND	270,158.41	95,013.13	63,575.28	301,596.26
141 - MTOWN TENNIS ASSOC	2,821.58	68.48	-	2,890.06
142 - SOFTBALL ASSOCIATION FUND	(19,744.23)	40,163.55	26,569.07	(6,149.75)
144 - LIVE HEALTHY IOWA	6,128.83	148.73	-	6,277.56
145 - TORNADO GENERAL	231,916.46	63,396.56	7,450.00	287,863.02
148 - FEMA-COVID19	(16,057.20)	10,828.63	6,914.58	(12,143.15)
149 - FEMA - WINDS	(4,564,245.98)	4,991,871.24	93,605.93	334,019.33
150 - LOCAL PD GRANTS	(2,067.29)	52,637.98	54,590.66	(4,019.97)
151 - DEPT OF JUSTICE GRANTS	(32,359.86)	136,375.94	122,471.06	(18,454.98)
152 - POLICE UNDESIGNATED GRANTS	(36,541.82)	113,277.25	86,975.93	(10,240.50)
153 - POLICE DEPT DONATION FUND	68,938.82	62,359.70	8,307.81	122,990.71
156 - FIRE DEPT DONATION FUND	61,515.49	62,767.67	42,103.94	82,179.22
160 - ECONOMIC DEVELOPMENT GIFT	53,662.00	1,302.15	-	54,964.15
161 - SURETY DEPOSITS/SUBDIVIDER	11,195.29	271.67	-	11,466.96
170 - LIBRARY DONATION FUND	122,407.61	58,369.07	66,162.73	114,613.95
177 - SEIZED ASSETS (POLICE)	25,431.36	1,534.39	2,302.59	24,663.16
183 - FY 08 EDI (ECON DEV INCENTIVE)	(13,389.25)	13,389.25	-	-
184 - VOUCHERS - 002, 003	177,459.99	1,319,409.52	1,284,481.07	212,388.44
189 - #6 HUD LEAD GRANT	23,925.54	1,159,697.88	1,102,281.39	81,342.03
200 - GO BONDS DEBT FUND	172,476.91	5,890,282.00	5,846,501.11	216,257.80
300 - CIP COLLECTION FUND	545,652.93	650,169.21	805,956.49	389,865.65
311 - RISE STREET GRANTS	-	844,413.88	4,477,412.41	(3,632,998.53)
312 - AIRPORT PROJECT FUND	(47,352.21)	536,404.48	366,659.45	122,392.82
320 - SPECIAL ASSESSMENT PROJECTS	(14,510.95)	-	-	(14,510.95)
340 - BIKE PATH PROJECT FUND	(61,197.07)	145,777.75	86,092.28	(1,511.60)
341 - TREES FOREVER PROJECT	34,323.40	47,161.14	55,817.19	25,667.35
350 - GO BONDS CAPITAL PROJECTS	9,120.40	221.32	-	9,341.72
354 - POLICE & FIRE STATIONS	741.00	(3.15)	737.85	-
355 - 2015 GO BONDS (D&D)	476,711.83	674,073.14	769,877.40	380,907.57
360 - 2019 GO BONDS & PROJECTS	1,333,276.13	28,218.01	1,361,494.14	-
361 - LIBRARY BUILDING ADDITION	1,587.78	38.55	-	1,626.33
362 - 2020 GO BONDS	721,249.58	17,026.57	25,174.27	713,101.88
363 - 2021 GO BONDS	8,432,914.27	715,285.55	1,771,458.74	7,376,741.08
364 - 2022 GO BONDS	-	9,953,369.91	325,891.50	9,627,478.41
389 - AMERICAN RESCUE PLAN	1,805,687.80	1,993,589.41	693,336.00	3,105,941.21
392 - TIF DISTRICT III CAP PROJECTS	7,208.04	255.43	7,463.47	-
395 - ECONOMIC DEVELOPMENT PROJECT FUND	-	1,187,855.33	1,187,855.33	-
610 - WATER POLLUTION CONTROL	-	6,321,951.47	6,321,951.47	-
611 - WPCP REVENUE	18,918,270.02	9,176,314.41	7,099,960.37	20,994,624.06
614 - WPCP CAPITAL IMPROVEMENT RSRV	1,094,108.09	26,549.13	-	1,120,657.22
615 - WPCP PLANT & IMPROVEMENTS	-	2,894,911.38	2,894,911.38	-
616 - SANITARY SEWER REHAB PROJECT	-	1,468,354.17	1,468,354.17	-
617 - SANITARY SEWER NEW CONSTRUCTN	147,976.84	8,680.36	-	156,657.20
690 - TRANSIT OPERATING	638,326.81	1,295,166.49	927,837.60	1,005,655.70
740 - STORM SEWER UTILITY	1,941,702.25	1,401,553.22	1,592,221.23	1,751,034.24
741 - 2016 GO STORM WATER PROJ	1,340,270.37	211,098.55	753,759.86	797,609.06
750 - COMPOSTING FACILITY	139,211.51	91,592.83	30,306.00	200,498.34
760 - P&R CONCESSIONS ENTERPRISE	(18,805.93)	33,780.75	40,540.19	(25,565.37)
881 - OCCUPATIONAL INSURANCE ESCROW	57,443.95	152,764.21	89,295.14	120,913.02
884 - GROUP HEALTH INSURANCE ESCROW	768,496.99	3,073,905.29	3,818,260.54	24,141.74
886 - WORKMAN'S COMP DEDUCTIBLE FUND	35,520.03	839.12	1,475.54	34,883.61
913 - 911 COMMISION	(84,021.46)	1,125,413.46	1,048,349.22	(6,957.22)
952 - SURETY BONDS/DEPOSITS	4,331.42	672.74	-	5,004.16
TOTAL	**58,453,171.69**	**90,567,546.95**	**78,938,822.03**	**70,081,896.61**

MARSHALLTOWN
IOWA

CASH AND INVESTMENTS
AS OF 06/30/2023

Account	Name	Ending Balance	Interest Rate
BalObject: 0110 - P&R Deposits			
999.0110.100	First Interstate Bank P&R Deposits	504,606.60	2.25
	Total BalObject: 0110 - P&R Deposits :	**504,606.60**	
BalObject: 0111 - Operating			
999.0111.100	First Interstate Bank Operating	811,383.80	2.25
	Total BalObject: 0111 - Operating:	**811,383.80**	
BalObject: 0113 - Payroll			
999.0113.100	First Interstate Bank Payroll	349,773.74	2.25
	Total BalObject: 0113 - Payroll:	**349,773.74**	
BalObject: 0114 - Dev Inspections			
999.0114.100	First Interstate Bank Dev Inspections	33,704.68	2.25
	Total BalObject: 0114 - Dev Inspections:	**33,704.68**	
BalObject: 0115 - HUD Admin			
999.0115.100	First Interstate Bank HUD Admin	211,014.96	2.25
	Total BalObject: 0115 - HUD Admin:	**211,014.96**	
BalObject: 0116 - HUD HAP			
999.0116.100	First Interstate Bank HUD HAP	7,147.23	2.25
	Total BalObject: 0116 - HUD HAP:	**7,147.23**	
BalObject: 0117 - Police			
999.0117.100	First Interstate Bank Police	26,488.66	2.25
	Total BalObject: 0117 - Police:	**26,488.66**	
BalObject: 0117 - ACH			
999.0118.100	First Interstate Bank ACH	1,000.00	2.25
	Total BalObject: 0118 -ACH	**1,000.00**	
BalObject: 0120 - PETTY CASH			
001.0120.000	PETTY CASH - RECORDS	100.00	0.00
750.0120.000	PETTY CASH	300.00	0.00
760.0120.000	PETTY CASH	350.00	0.00
	Total BalObject: 0120 - PETTY CASH:	**750.00**	
BalObject: 0121 - PETTY CASH-SWIMMING POOLS			
001.0121.000	PETTY CASH-SWIMMING POOLS	300.00	0.00
	Total BalObject: 0121 - PETTY CASH-SWIMMING	**300.00**	
BalObject: 0122 - PETTY CASH-CITY CLERK			
001.0122.000	PETTY CASH-CITY CLERK	200.00	0.00
	Total BalObject: 0122 - PETTY CASH-CITY CLERK:	**200.00**	

Account	Name	Ending Balance	Interest Rate
BalObject: 0123 - PETTY CASH-LIBRARY			
001.0123.000	PETTY CASH-LIBRARY	100.00	0.00
	Total BalObject: 0123 - PETTY CASH-LIBRARY:	**100.00**	
BalObject: 0124 - PETTY CASH-LIBRARY			
001.0125.000	PETTY CASH-LIBRARY	200.00	0.00
	Total BalObject: 0124 - PETTY CASH-LIBRARY:	**200.00**	
BalObject: 0125 - PETTY CASH-PARK			
001.0125.000	PETTY CASH-PARK	225.00	0.00
	Total BalObject: 0125 - PETTY CASH-PARK:	**225.00**	
BalObject: 0130 - CASH HELD BY INSUR ADMIN			
885.0130.000	CASH HELD BY INSUR ADMI	1.00	0.00
	Total BalObject: 0130 - CASH HELD BY INSUR ADM	**1.00**	
BalObject: 0215 - IPAIT MONEY MARKET			
999.0215.000	IPAIT MONEY MARKET	10,362,536.16	4.80
	Total BalObject: 0215 - IPAIT MONEY MARKET:	**10,362,536.16**	
BalObject: 0216 - FIRST INTERSTATE BANK MM			
999.0216.000	First Interstate Bank MM	10,581,421.02	2.25
	Total BalObject: 0216 - FIRST INTERSTATE BANK M	**10,581,421.02**	
BalObject: 0240 - MIDWEST ONE CD (91-365 DAYS)			
364.0240.000	MIDWEST ONE CD	3,000,000.00	4.65 -- 5.35
999.0240.000	MIDWEST ONE CD	8,059,702.76	4.65 -- 5.35
	Total BalObject: 0240 - MIDWEST ONE CD	**11,059,702.76**	
BalObject: 0243 - GNB INV			
364.0243.000	GNB CD	1,023,635.07	4.6-5.39
999.0243.000	GNB CD	13,000,000.00	4.6-5.39
	Total BalObject: 0243 - GNB INV	**14,023,635.07**	
BalObject: 0246 - PINNACLE INV			
364.0246.000	PINNACLE CD	3,023,934.25	4.8 -- 4.95
999.0246.000	PINNACLE CD	2,048,367.12	4.8 -- 4.95
	Total BalObject: 0246 - PINNACLE CD	**5,072,301.37**	
BalObject: 0265 - IPAIT CD			
999.0265.000	IPAIT CD	9,000,000.00	4.71-5.6
	Total BalObject: 0265 - IPAIT CD	**9,000,000.00**	
BalObject: 0273 - IPAIT GOV SEC			
999.0273.000	IPAIT GOV INV	7,996,155.57	4.75-5.17
	Total BalObject: 0273 - IPAIT GOV SEC	**7,996,155.57**	
BalObject: 0999 - POOLED CASH			
999.0999.000	POOLED CASH - prepaid work comp and outstanding AP	39,248.99	0.00
	Total BalObject: 0999 - POOLED CASH:	**39,248.99**	
	TOTAL	**70,081,896.61**	

Monthly Budget Report - Marshalltown

City of Marshalltown, IA

Group Summary

For Fiscal: 2022-2023 Period Ending: 06/30/2023

Account Type	June Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Fund: 001 - GENERAL FUND					
Revenue	1,812,798.52	17,637,618.00	16,784,975.33	-852,642.67	17,637,618.00
Expense	1,572,044.89	17,656,512.60	16,784,975.33	871,537.27	17,656,512.60
Total Fund: 001 - GENERAL FUND:	**240,753.63**	**-18,894.60**	**0.00**	**18,894.60**	**-18,894.60**
Fund: 010 - CASH FLOW RESERVE FUND					
Revenue	105,874.86	146,512.00	158,080.79	11,568.79	146,512.00
Total Fund: 010 - CASH FLOW RESERVE FUND:	**105,874.86**	**146,512.00**	**158,080.79**	**11,568.79**	**146,512.00**
Fund: 030 - CAPITAL RESERVE					
Revenue	212,823.43	897,295.00	720,027.11	-177,267.89	897,295.00
Expense	136,290.50	897,295.00	720,027.11	177,267.89	897,295.00
Total Fund: 030 - CAPITAL RESERVE:	**76,532.93**	**0.00**	**0.00**	**0.00**	**0.00**
Fund: 031 - CAPITAL RSRV-BLDG MAINT					
Revenue	1,297.06	5,000.00	5,938.58	938.58	5,000.00
Expense	0.00	19,858.00	17,205.36	2,652.64	19,858.00
Total Fund: 031 - CAPITAL RSRV-BLDG MAINT:	**1,297.06**	**-14,858.00**	**-11,266.78**	**3,591.22**	**-14,858.00**
Fund: 032 - CIP LARGE VEHICLE/EQUIPMENT					
Revenue	93,755.00	93,755.00	93,755.00	0.00	93,755.00
Total Fund: 032 - CIP LARGE VEHICLE/EQUIPMENT:	**93,755.00**	**93,755.00**	**93,755.00**	**0.00**	**93,755.00**
Fund: 110 - ROAD USE TAX					
Revenue	814,279.22	4,320,806.00	4,666,615.31	345,809.31	4,320,806.00
Expense	416,562.27	4,017,272.00	3,096,796.42	920,475.58	4,017,272.00
Total Fund: 110 - ROAD USE TAX:	**397,716.95**	**303,534.00**	**1,569,818.89**	**1,266,284.89**	**303,534.00**
Fund: 112 - EMPLOYEE BENEFITS FUND					
Revenue	90,001.24	3,001,538.00	3,010,525.55	8,987.55	3,001,538.00
Expense	612,457.25	2,879,914.00	2,659,659.29	220,254.71	2,879,914.00
Total Fund: 112 - EMPLOYEE BENEFITS FUND:	**-522,456.01**	**121,624.00**	**350,866.26**	**229,242.26**	**121,624.00**
Fund: 117 - POLICE/FIRE RETIREMENT					
Revenue	32,086.19	1,239,910.00	1,238,378.36	-1,531.64	1,239,910.00
Expense	310,404.72	1,171,154.00	1,178,800.38	-7,646.38	1,171,154.00
Total Fund: 117 - POLICE/FIRE RETIREMENT:	**-278,318.53**	**68,756.00**	**59,577.98**	**-9,178.02**	**68,756.00**
Fund: 119 - EMERGENCY FUND					
Revenue	5,992.93	255,900.00	254,836.51	-1,063.49	255,900.00

Account Type	June Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Expense	107,601.75	255,900.00	254,836.51	1,063.49	255,900.00
Total Fund: 119 - EMERGENCY FUND:	**-101,608.82**	**0.00**	**0.00**	**0.00**	**0.00**
Fund: 121 - LOCAL OPTION SALES TAX					
Revenue	394,534.80	4,020,000.00	4,243,583.34	223,583.34	4,020,000.00
Expense	1,763,552.92	7,119,325.00	4,885,292.74	2,234,032.26	7,119,325.00
Total Fund: 121 - LOCAL OPTION SALES TAX:	**-1,369,018.12**	**-3,099,325.00**	**-641,709.40**	**2,457,615.60**	**-3,099,325.00**
Fund: 125 - TAX INCREMENT FINANCING					
Revenue	8,263.83	494,755.00	482,161.45	-12,593.55	494,755.00
Expense	455,949.80	974,271.00	781,911.37	192,359.63	974,271.00
Total Fund: 125 - TAX INCREMENT FINANCING:	**-447,685.97**	**-479,516.00**	**-299,749.92**	**179,766.08**	**-479,516.00**
Fund: 130 - CITY TORT LIABILITY					
Revenue	5,085.13	250,816.00	252,175.04	1,359.04	250,816.00
Expense	0.00	268,696.00	206,520.63	62,175.37	268,696.00
Total Fund: 130 - CITY TORT LIABILITY:	**5,085.13**	**-17,880.00**	**45,654.41**	**63,534.41**	**-17,880.00**
Fund: 132 - GRANTS-STATE/LOCAL AGENCIES					
Revenue	8,583.00	2,049,470.00	383,110.00	-1,666,360.00	2,049,470.00
Expense	40,980.25	1,863,141.00	1,394,086.87	469,054.13	1,863,141.00
Total Fund: 132 - GRANTS-STATE/LOCAL AGENCIES:	**-32,397.25**	**186,329.00**	**-1,010,976.87**	**-1,197,305.87**	**186,329.00**
Fund: 133 - UNDESIGNATED FEDERAL GRANTS					
Revenue	6.27	150,000.00	122,815.68	-27,184.32	150,000.00
Expense	9,890.95	171,084.00	121,967.64	49,116.36	171,084.00
Total Fund: 133 - UNDESIGNATED FEDERAL GRANTS:	**-9,884.68**	**-21,084.00**	**848.04**	**21,932.04**	**-21,084.00**
Fund: 140 - PARK & REC DONATION FUND					
Revenue	8,058.50	122,939.00	95,013.13	-27,925.87	122,939.00
Expense	14,512.40	120,265.00	63,575.28	56,689.72	120,265.00
Total Fund: 140 - PARK & REC DONATION FUND:	**-6,453.90**	**2,674.00**	**31,437.85**	**28,763.85**	**2,674.00**
Fund: 141 - MTOWN TENNIS ASSOC					
Revenue	15.06	50.00	68.48	18.48	50.00
Total Fund: 141 - MTOWN TENNIS ASSOC:	**15.06**	**50.00**	**68.48**	**18.48**	**50.00**
Fund: 142 - SOFTBALL ASSOCIATION FUND					
Revenue	7,922.22	32,381.00	40,163.55	7,782.55	32,381.00
Expense	6,149.75	32,381.00	26,569.07	5,811.93	32,381.00
Total Fund: 142 - SOFTBALL ASSOCIATION FUND:	**1,772.47**	**0.00**	**13,594.48**	**13,594.48**	**0.00**
Fund: 144 - LIVE HEALTHY IOWA					
Revenue	32.72	7,547.00	148.73	-7,398.27	7,547.00
Expense	0.00	7,547.00	0.00	7,547.00	7,547.00
Total Fund: 144 - LIVE HEALTHY IOWA :	**32.72**	**0.00**	**148.73**	**148.73**	**0.00**
Fund: 145 - TORNADO GENERAL					
Revenue	0.00	63,397.00	63,396.56	-0.44	63,397.00

Account Type	June Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Expense	0.00	7,450.00	7,450.00	0.00	7,450.00
Total Fund: 145 - TORNADO GENERAL:	**0.00**	**55,947.00**	**55,946.56**	**-0.44**	**55,947.00**
Fund: 148 - FEMA-COVID19					
Revenue	0.00	8,122.00	10,828.63	2,706.63	8,122.00
Expense	0.00	6,900.00	6,914.58	-14.58	6,900.00
Total Fund: 148 - FEMA-COVID19:	**0.00**	**1,222.00**	**3,914.05**	**2,692.05**	**1,222.00**
Fund: 149 - FEMA - WINDS					
Revenue	0.00	5,001,729.00	4,991,871.24	-9,857.76	5,001,729.00
Expense	0.00	107,398.00	93,605.93	13,792.07	107,398.00
Total Fund: 149 - FEMA - WINDS:	**0.00**	**4,894,331.00**	**4,898,265.31**	**3,934.31**	**4,894,331.00**
Fund: 150 - LOCAL PD GRANTS					
Revenue	4,093.59	55,000.00	52,637.98	-2,362.02	55,000.00
Expense	-2,143.42	72,280.00	54,590.66	17,689.34	72,280.00
Total Fund: 150 - LOCAL PD GRANTS:	**6,237.01**	**-17,280.00**	**-1,952.68**	**15,327.32**	**-17,280.00**
Fund: 151 - DEPT OF JUSTICE GRANTS					
Revenue	33,859.50	158,490.00	136,375.94	-22,114.06	158,490.00
Expense	8,589.14	136,059.00	122,471.06	13,587.94	136,059.00
Total Fund: 151 - DEPT OF JUSTICE GRANTS:	**25,270.36**	**22,431.00**	**13,904.88**	**-8,526.12**	**22,431.00**
Fund: 152 - POLICE UNDESIGNATED GRANTS					
Revenue	1,349.19	142,871.00	113,277.25	-29,593.75	142,871.00
Expense	-739.44	106,329.00	86,975.93	19,353.07	106,329.00
Total Fund: 152 - POLICE UNDESIGNATED GRANTS:	**2,088.63**	**36,542.00**	**26,301.32**	**-10,240.68**	**36,542.00**
Fund: 153 - POLICE DEPT DONATION FUND					
Revenue	4,453.75	26,200.00	62,359.70	36,159.70	26,200.00
Expense	634.40	32,780.00	8,307.81	24,472.19	32,780.00
Total Fund: 153 - POLICE DEPT DONATION FUND:	**3,819.35**	**-6,580.00**	**54,051.89**	**60,631.89**	**-6,580.00**
Fund: 156 - FIRE DEPT DONATION FUND					
Revenue	577.31	61,984.00	62,767.67	783.67	61,984.00
Expense	4,027.00	44,500.00	42,103.94	2,396.06	44,500.00
Total Fund: 156 - FIRE DEPT DONATION FUND:	**-3,449.69**	**17,484.00**	**20,663.73**	**3,179.73**	**17,484.00**
Fund: 160 - ECONOMIC DEVELOPMENT GIFT					
Revenue	286.49	900.00	1,302.15	402.15	900.00
Total Fund: 160 - ECONOMIC DEVELOPMENT GIFT:	**286.49**	**900.00**	**1,302.15**	**402.15**	**900.00**
Fund: 161 - SURETY DEPOSITS/SUBDIVIDER					
Revenue	59.77	185.00	271.67	86.67	185.00
Total Fund: 161 - SURETY DEPOSITS/SUBDIVIDER:	**59.77**	**185.00**	**271.67**	**86.67**	**185.00**
Fund: 170 - LIBRARY DONATION FUND					
Revenue	943.41	173,358.00	58,369.07	-114,988.93	173,358.00
Expense	986.92	185,715.00	66,162.73	119,552.27	185,715.00

Account Type	June Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Total Fund: 170 - LIBRARY DONATION FUND:	**-43.51**	**-12,357.00**	**-7,793.66**	**4,563.34**	**-12,357.00**
Fund: 177 - SEIZED ASSETS (POLICE)					
Revenue	54.58	25,009.00	1,534.39	-23,474.61	25,009.00
Expense	0.00	25,509.00	2,302.59	23,206.41	25,509.00
Total Fund: 177 - SEIZED ASSETS (POLICE):	**54.58**	**-500.00**	**-768.20**	**-268.20**	**-500.00**
Fund: 183 - FY 08 EDI (ECON DEV INCENTIVE)					
Revenue	0.00	13,389.00	13,389.25	0.25	13,389.00
Total Fund: 183 - FY 08 EDI (ECON DEV INCENTIVE):	**0.00**	**13,389.00**	**13,389.25**	**0.25**	**13,389.00**
Fund: 184 - VOUCHERS - 002, 003					
Revenue	113,635.60	1,300,480.00	1,319,409.52	18,929.52	1,300,480.00
Expense	111,397.31	1,305,969.00	1,284,481.07	21,487.93	1,305,969.00
Total Fund: 184 - VOUCHERS - 002, 003:	**2,238.29**	**-5,489.00**	**34,928.45**	**40,417.45**	**-5,489.00**
Fund: 189 - #6 HUD LEAD GRANT					
Revenue	511,195.98	1,665,889.00	1,159,697.88	-506,191.12	1,665,889.00
Expense	85,754.41	1,687,785.00	1,102,281.39	585,503.61	1,687,785.00
Total Fund: 189 - #6 HUD LEAD GRANT:	**425,441.57**	**-21,896.00**	**57,416.49**	**79,312.49**	**-21,896.00**
Fund: 200 - GO BONDS DEBT FUND					
Revenue	2,742,588.61	5,893,731.00	5,890,282.00	-3,449.00	5,893,731.00
Expense	1,800.00	5,846,502.00	5,846,501.11	0.89	5,846,502.00
Total Fund: 200 - GO BONDS DEBT FUND:	**2,740,788.61**	**47,229.00**	**43,780.89**	**-3,448.11**	**47,229.00**
Fund: 300 - CIP COLLECTION FUND					
Revenue	17,503.23	649,752.00	650,169.21	417.21	649,752.00
Expense	306,537.71	983,265.00	805,956.49	177,308.51	983,265.00
Total Fund: 300 - CIP COLLECTION FUND:	**-289,034.48**	**-333,513.00**	**-155,787.28**	**177,725.72**	**-333,513.00**
Fund: 311 - RISE STREET GRANTS					
Revenue	299,424.96	6,483,470.00	844,413.88	-5,639,056.12	6,483,470.00
Expense	269,261.55	6,474,890.00	4,477,412.41	1,997,477.59	6,474,890.00
Total Fund: 311 - RISE STREET GRANTS:	**30,163.41**	**8,580.00**	**-3,632,998.53**	**-3,641,578.53**	**8,580.00**
Fund: 312 - AIRPORT PROJECT FUND					
Revenue	653.59	622,186.00	536,404.48	-85,781.52	622,186.00
Expense	0.00	594,963.00	366,659.45	228,303.55	594,963.00
Total Fund: 312 - AIRPORT PROJECT FUND:	**653.59**	**27,223.00**	**169,745.03**	**142,522.03**	**27,223.00**
Fund: 320 - SPECIAL ASSESSMENT PROJECTS					
Revenue	0.00	500.00	0.00	-500.00	500.00
Total Fund: 320 - SPECIAL ASSESSMENT PROJECTS:	**0.00**	**500.00**	**0.00**	**-500.00**	**500.00**
Fund: 340 - BIKE PATH PROJECT FUND					
Revenue	36,349.00	166,029.00	145,777.75	-20,251.25	166,029.00
Expense	2,039.50	64,052.00	86,092.28	-22,040.28	64,052.00

Account Type	June Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Total Fund: 340 - BIKE PATH PROJECT FUND:	**34,309.50**	**101,977.00**	**59,685.47**	**-42,291.53**	**101,977.00**
Fund: 341 - TREES FOREVER PROJECT					
Revenue	3,973.79	35,800.00	47,161.14	11,361.14	35,800.00
Expense	149.44	40,000.00	55,817.19	-15,817.19	40,000.00
Total Fund: 341 - TREES FOREVER PROJECT:	**3,824.35**	**-4,200.00**	**-8,656.05**	**-4,456.05**	**-4,200.00**
Fund: 350 - GO BONDS CAPITAL PROJECTS					
Revenue	48.69	160.00	221.32	61.32	160.00
Total Fund: 350 - GO BONDS CAPITAL PROJECTS:	**48.69**	**160.00**	**221.32**	**61.32**	**160.00**
Fund: 354 - POLICE & FIRE STATIONS					
Revenue	0.00	0.00	-3.15	-3.15	0.00
Expense	-3.15	741.00	737.85	3.15	741.00
Total Fund: 354 - POLICE & FIRE STATIONS:	**3.15**	**-741.00**	**-741.00**	**0.00**	**-741.00**
Fund: 355 - 2015 GO BONDS (D&D)					
Revenue	28,527.31	659,361.00	674,073.14	14,712.14	659,361.00
Expense	21,903.29	944,536.00	769,877.40	174,658.60	944,536.00
Total Fund: 355 - 2015 GO BONDS (D&D):	**6,624.02**	**-285,175.00**	**-95,804.26**	**189,370.74**	**-285,175.00**
Fund: 360 - 2019 GO BONDS & PROJECTS					
Revenue	0.00	29,383.00	28,218.01	-1,164.99	29,383.00
Expense	0.00	1,362,659.00	1,361,494.14	1,164.86	1,362,659.00
Total Fund: 360 - 2019 GO BONDS & PROJECTS:	**0.00**	**-1,333,276.00**	**-1,333,276.13**	**-0.13**	**-1,333,276.00**
Fund: 361 - LIBRARY BUILDING ADDITION					
Revenue	8.48	30.00	38.55	8.55	30.00
Total Fund: 361 - LIBRARY BUILDING ADDITION:	**8.48**	**30.00**	**38.55**	**8.55**	**30.00**
Fund: 362 - 2020 GO BONDS					
Revenue	3,716.89	13,500.00	17,026.57	3,526.57	13,500.00
Expense	0.00	150,000.00	25,174.27	124,825.73	150,000.00
Total Fund: 362 - 2020 GO BONDS:	**3,716.89**	**-136,500.00**	**-8,147.70**	**128,352.30**	**-136,500.00**
Fund: 363 - 2021 GO BONDS					
Revenue	288,449.71	1,059,116.00	715,285.55	-343,830.45	1,059,116.00
Expense	663,931.19	3,681,181.00	1,771,458.74	1,909,722.26	3,681,181.00
Total Fund: 363 - 2021 GO BONDS:	**-375,481.48**	**-2,622,065.00**	**-1,056,173.19**	**1,565,891.81**	**-2,622,065.00**
Fund: 364 - 2022 GO BONDS					
Revenue	131,522.84	10,125,991.00	9,953,369.91	-172,621.09	10,125,991.00
Expense	68,519.50	6,153,344.00	325,891.50	5,827,452.50	6,153,344.00
Total Fund: 364 - 2022 GO BONDS:	**63,003.34**	**3,972,647.00**	**9,627,478.41**	**5,654,831.41**	**3,972,647.00**
Fund: 381 - 2019 CY STREET,SIDEWALK,PARKING PROJECTS					
Revenue	0.18	0.00	0.00	0.00	0.00
Total Fund: 381 - 2019 CY STREET,SIDEWALK,PARKING PROJECTS:	**0.18**	**0.00**	**0.00**	**0.00**	**0.00**

Account Type	June Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Fund: 389 - AMERICAN RESCUE PLAN					
Revenue	0.00	1,993,590.00	1,993,589.41	-0.59	1,993,590.00
Expense	103,041.17	953,545.00	693,336.00	260,209.00	953,545.00
Total Fund: 389 - AMERICAN RESCUE PLAN:	**-103,041.17**	**1,040,045.00**	**1,300,253.41**	**260,208.41**	**1,040,045.00**
Fund: 392 - TIF DISTRICT III CAP PROJECTS					
Revenue	0.00	255.00	255.43	0.43	255.00
Expense	0.00	7,463.00	7,463.47	-0.47	7,463.00
Total Fund: 392 - TIF DISTRICT III CAP PROJECTS:	**0.00**	**-7,208.00**	**-7,208.04**	**-0.04**	**-7,208.00**
Fund: 395 - ECONOMIC DEVELOPMENT PROJECT FUND					
Revenue	232,146.56	1,369,026.00	1,187,855.33	-181,170.67	1,369,026.00
Expense	168,636.40	1,363,896.00	1,187,855.33	176,040.67	1,363,896.00
Total Fund: 395 - ECONOMIC DEVELOPMENT PROJECT FUND:	**63,510.16**	**5,130.00**	**0.00**	**-5,130.00**	**5,130.00**
Fund: 610 - WATER POLLUTION CONTROL					
Revenue	757,789.04	7,106,435.00	6,321,951.47	-784,483.53	7,106,435.00
Expense	937,940.01	7,106,435.00	6,321,951.47	784,483.53	7,106,435.00
Total Fund: 610 - WATER POLLUTION CONTROL:	**-180,150.97**	**0.00**	**0.00**	**0.00**	**0.00**
Fund: 611 - WPCP REVENUE					
Revenue	835,309.95	9,093,169.00	9,176,314.41	83,145.41	9,093,169.00
Expense	1,196,958.69	7,210,687.00	7,099,960.37	110,726.63	7,210,687.00
Total Fund: 611 - WPCP REVENUE:	**-361,648.74**	**1,882,482.00**	**2,076,354.04**	**193,872.04**	**1,882,482.00**
Fund: 614 - WPCP CAPITAL IMPROVEMENT RSRV					
Revenue	5,841.19	25,000.00	26,549.13	1,549.13	25,000.00
Total Fund: 614 - WPCP CAPITAL IMPROVEMENT RSRV:	**5,841.19**	**25,000.00**	**26,549.13**	**1,549.13**	**25,000.00**
Fund: 615 - WPCP PLANT & IMPROVEMENTS					
Revenue	1,216,883.22	7,544,938.00	2,894,911.38	-4,650,026.62	7,544,938.00
Expense	1,825,993.17	7,544,938.00	2,894,911.38	4,650,026.62	7,544,938.00
Total Fund: 615 - WPCP PLANT & IMPROVEMENTS:	**-609,109.95**	**0.00**	**0.00**	**0.00**	**0.00**
Fund: 616 - SANITARY SEWER REHAB PROJECT					
Revenue	1,276,499.90	4,548,255.00	1,468,354.17	-3,079,900.83	4,548,255.00
Expense	520,563.62	4,548,255.00	1,468,354.17	3,079,900.83	4,548,255.00
Total Fund: 616 - SANITARY SEWER REHAB PROJECT:	**755,936.28**	**0.00**	**0.00**	**0.00**	**0.00**
Fund: 617 - SANITARY SEWER NEW CONSTRUCTN					
Revenue	62.00	8,500.00	8,680.36	180.36	8,500.00
Total Fund: 617 - SANITARY SEWER NEW CONSTRUCTN:	**62.00**	**8,500.00**	**8,680.36**	**180.36**	**8,500.00**
Fund: 690 - TRANSIT OPERATING					
Revenue	154,143.34	1,331,520.00	1,295,166.49	-36,353.51	1,331,520.00
Expense	64,707.57	1,104,751.00	927,837.60	176,913.40	1,104,751.00
Total Fund: 690 - TRANSIT OPERATING:	**89,435.77**	**226,769.00**	**367,328.89**	**140,559.89**	**226,769.00**

Account Type	June Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Fund: 740 - STORM SEWER UTILITY					
Revenue	120,741.24	1,411,732.00	1,401,553.22	-10,178.78	1,411,732.00
Expense	575,635.81	1,960,603.00	1,592,221.23	368,381.77	1,960,603.00
Total Fund: 740 - STORM SEWER UTILITY:	**-454,894.57**	**-548,871.00**	**-190,668.01**	**358,202.99**	**-548,871.00**
Fund: 741 - 2016 GO STORM WATER PROJ					
Revenue	196,156.37	16,000.00	211,098.55	195,098.55	16,000.00
Expense	0.00	995,108.00	753,759.86	241,348.14	995,108.00
Total Fund: 741 - 2016 GO STORM WATER PROJ:	**196,156.37**	**-979,108.00**	**-542,661.31**	**436,446.69**	**-979,108.00**
Fund: 750 - COMPOSTING FACILITY					
Revenue	12,974.14	75,684.00	91,592.83	15,908.83	75,684.00
Expense	2,253.29	97,949.00	30,306.00	67,643.00	97,949.00
Total Fund: 750 - COMPOSTING FACILITY:	**10,720.85**	**-22,265.00**	**61,286.83**	**83,551.83**	**-22,265.00**
Fund: 760 - P&R CONCESSIONS ENTERPRISE					
Revenue	20,110.39	66,397.00	33,780.75	-32,616.25	66,397.00
Expense	10,599.29	46,769.00	40,540.19	6,228.81	46,769.00
Total Fund: 760 - P&R CONCESSIONS ENTERPRISE:	**9,511.10**	**19,628.00**	**-6,759.44**	**-26,387.44**	**19,628.00**
Fund: 881 - OCCUPATIONAL INSURANCE ESCROW					
Revenue	12,220.37	0.00	152,764.21	152,764.21	0.00
Expense	28,059.12	0.00	89,295.14	-89,295.14	0.00
Total Fund: 881 - OCCUPATIONAL INSURANCE ESCROW:	**-15,838.75**	**0.00**	**63,469.07**	**63,469.07**	**0.00**
Fund: 884 - GROUP HEALTH INSURANCE ESCROW					
Revenue	304,270.35	0.00	3,073,905.29	3,073,905.29	0.00
Expense	199,525.38	0.00	3,818,260.54	-3,818,260.54	0.00
Total Fund: 884 - GROUP HEALTH INSURANCE ESCROW:	**104,744.97**	**0.00**	**-744,355.25**	**-744,355.25**	**0.00**
Fund: 886 - WORKMAN'S COMP DEDUCTIBLE FUND					
Revenue	181.82	0.00	839.12	839.12	0.00
Expense	0.00	0.00	1,475.54	-1,475.54	0.00
Total Fund: 886 - WORKMAN'S COMP DEDUCTIBLE FUND:	**181.82**	**0.00**	**-636.42**	**-636.42**	**0.00**
Fund: 913 - 911 COMMISION					
Revenue	167,108.32	0.00	1,125,413.46	1,125,413.46	0.00
Expense	85,066.26	0.00	1,048,349.22	-1,048,349.22	0.00
Total Fund: 913 - 911 COMMISION:	**82,042.06**	**0.00**	**77,064.24**	**77,064.24**	**0.00**
Report Total:	**429,102.05**	**3,342,983.40**	**11,628,052.18**	**8,285,068.78**	**3,342,983.40**

Fund Summary

Fund	June Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
001 - GENERAL FUND	240,753.63	-18,894.60	0.00	18,894.60	-18,894.60
010 - CASH FLOW RESERVE FUNI	105,874.86	146,512.00	158,080.79	11,568.79	146,512.00
030 - CAPITAL RESERVE	76,532.93	0.00	0.00	0.00	0.00
031 - CAPITAL RSRV-BLDG MAIN	1,297.06	-14,858.00	-11,266.78	3,591.22	-14,858.00
032 - CIP LARGE VEHICLE/EQUIPI	93,755.00	93,755.00	93,755.00	0.00	93,755.00
110 - ROAD USE TAX	397,716.95	303,534.00	1,569,818.89	1,266,284.89	303,534.00
112 - EMPLOYEE BENEFITS FUNC	-522,456.01	121,624.00	350,866.26	229,242.26	121,624.00
117 - POLICE/FIRE RETIREMENT	-278,318.53	68,756.00	59,577.98	-9,178.02	68,756.00
119 - EMERGENCY FUND	-101,608.82	0.00	0.00	0.00	0.00
121 - LOCAL OPTION SALES TAX	-1,369,018.12	-3,099,325.00	-641,709.40	2,457,615.60	-3,099,325.00
125 - TAX INCREMENT FINANCIN	-447,685.97	-479,516.00	-299,749.92	179,766.08	-479,516.00
130 - CITY TORT LIABILITY	5,085.13	-17,880.00	45,654.41	63,534.41	-17,880.00
132 - GRANTS-STATE/LOCAL AGE	-32,397.25	186,329.00	-1,010,976.87	-1,197,305.87	186,329.00
133 - UNDESIGNATED FEDERAL (	-9,884.68	-21,084.00	848.04	21,932.04	-21,084.00
140 - PARK & REC DONATION FU	-6,453.90	2,674.00	31,437.85	28,763.85	2,674.00
141 - MTOWN TENNIS ASSOC	15.06	50.00	68.48	18.48	50.00
142 - SOFTBALL ASSOCIATION FU	1,772.47	0.00	13,594.48	13,594.48	0.00
144 - LIVE HEALTHY IOWA	32.72	0.00	148.73	148.73	0.00
145 - TORNADO GENERAL	0.00	55,947.00	55,946.56	-0.44	55,947.00
148 - FEMA-COVID19	0.00	1,222.00	3,914.05	2,692.05	1,222.00
149 - FEMA - WINDS	0.00	4,894,331.00	4,898,265.31	3,934.31	4,894,331.00
150 - LOCAL PD GRANTS	6,237.01	-17,280.00	-1,952.68	15,327.32	-17,280.00
151 - DEPT OF JUSTICE GRANTS	25,270.36	22,431.00	13,904.88	-8,526.12	22,431.00
152 - POLICE UNDESIGNATED GF	2,088.63	36,542.00	26,301.32	-10,240.68	36,542.00
153 - POLICE DEPT DONATION FU	3,819.35	-6,580.00	54,051.89	60,631.89	-6,580.00
156 - FIRE DEPT DONATION FUN	-3,449.69	17,484.00	20,663.73	3,179.73	17,484.00
160 - ECONOMIC DEVELOPMENT	286.49	900.00	1,302.15	402.15	900.00
161 - SURETY DEPOSITS/SUBDIVI	59.77	185.00	271.67	86.67	185.00
170 - LIBRARY DONATION FUND	-43.51	-12,357.00	-7,793.66	4,563.34	-12,357.00
177 - SEIZED ASSETS (POLICE)	54.58	-500.00	-768.20	-268.20	-500.00
183 - FY 08 EDI (ECON DEV INCEI	0.00	13,389.00	13,389.25	0.25	13,389.00
184 - VOUCHERS - 002, 003	2,238.29	-5,489.00	34,928.45	40,417.45	-5,489.00
189 - #6 HUD LEAD GRANT	425,441.57	-21,896.00	57,416.49	79,312.49	-21,896.00
200 - GO BONDS DEBT FUND	2,740,788.61	47,229.00	43,780.89	-3,448.11	47,229.00
300 - CIP COLLECTION FUND	-289,034.48	-333,513.00	-155,787.28	177,725.72	-333,513.00
311 - RISE STREET GRANTS	30,163.41	8,580.00	-3,632,998.53	-3,641,578.53	8,580.00
312 - AIRPORT PROJECT FUND	653.59	27,223.00	169,745.03	142,522.03	27,223.00
320 - SPECIAL ASSESSMENT PRO.	0.00	500.00	0.00	-500.00	500.00
340 - BIKE PATH PROJECT FUND	34,309.50	101,977.00	59,685.47	-42,291.53	101,977.00
341 - TREES FOREVER PROJECT	3,824.35	-4,200.00	-8,656.05	-4,456.05	-4,200.00

350 - GO BONDS CAPITAL PROJE(	48.69	160.00	221.32	61.32	160.00
354 - POLICE & FIRE STATIONS	3.15	-741.00	-741.00	0.00	-741.00
355 - 2015 GO BONDS (D&D)	6,624.02	-285,175.00	-95,804.26	189,370.74	-285,175.00
360 - 2019 GO BONDS & PROJEC	0.00	-1,333,276.00	-1,333,276.13	-0.13	-1,333,276.00
361 - LIBRARY BUILDING ADDITI(	8.48	30.00	38.55	8.55	30.00
362 - 2020 GO BONDS	3,716.89	-136,500.00	-8,147.70	128,352.30	-136,500.00
363 - 2021 GO BONDS	-375,481.48	-2,622,065.00	-1,056,173.19	1,565,891.81	-2,622,065.00
364 - 2022 GO BONDS	63,003.34	3,972,647.00	9,627,478.41	5,654,831.41	3,972,647.00
381 - 2019 CY STREET,SIDEWALK	0.18	0.00	0.00	0.00	0.00
389 - AMERICAN RESCUE PLAN	-103,041.17	1,040,045.00	1,300,253.41	260,208.41	1,040,045.00
392 - TIF DISTRICT III CAP PROJE(	0.00	-7,208.00	-7,208.04	-0.04	-7,208.00
395 - ECONOMIC DEVELOPMENT	63,510.16	5,130.00	0.00	-5,130.00	5,130.00
610 - WATER POLLUTION CONTR	-180,150.97	0.00	0.00	0.00	0.00
611 - WPCP REVENUE	-361,648.74	1,882,482.00	2,076,354.04	193,872.04	1,882,482.00
614 - WPCP CAPITAL IMPROVEM	5,841.19	25,000.00	26,549.13	1,549.13	25,000.00
615 - WPCP PLANT & IMPROVEN	-609,109.95	0.00	0.00	0.00	0.00
616 - SANITARY SEWER REHAB P	755,936.28	0.00	0.00	0.00	0.00
617 - SANITARY SEWER NEW CO	62.00	8,500.00	8,680.36	180.36	8,500.00
690 - TRANSIT OPERATING	89,435.77	226,769.00	367,328.89	140,559.89	226,769.00
740 - STORM SEWER UTILITY	-454,894.57	-548,871.00	-190,668.01	358,202.99	-548,871.00
741 - 2016 GO STORM WATER PI	196,156.37	-979,108.00	-542,661.31	436,446.69	-979,108.00
750 - COMPOSTING FACILITY	10,720.85	-22,265.00	61,286.83	83,551.83	-22,265.00
760 - P&R CONCESSIONS ENTERI	9,511.10	19,628.00	-6,759.44	-26,387.44	19,628.00
881 - OCCUPATIONAL INSURANC	-15,838.75	0.00	63,469.07	63,469.07	0.00
884 - GROUP HEALTH INSURANC	104,744.97	0.00	-744,355.25	-744,355.25	0.00
886 - WORKMAN'S COMP DEDU(	181.82	0.00	-636.42	-636.42	0.00
913 - 911 COMMISION	82,042.06	0.00	77,064.24	77,064.24	0.00
Report Total:	**429,102.05**	**3,342,983.40**	**11,628,052.18**	**8,285,068.78**	**3,342,983.40**

2023-

RESOLUTION ACCEPTING THE GRANT AGREEMENT WITH THE STATE OF IOWA, GOVERNOR'S TRAFFIC SAFETY BUREAU, STATE AND COMMUNITY HIGHWAY SAFETY GRANT, CONTRACT PERIOD OCTOBER 1, 2023 – SEPTEMBER 30, 2024

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

WHEREAS the STATE OF IOWA, GOVERNOR'S TRAFFIC SAFETY BUREAU, STATE AND COMMUNITY HIGHWAY SAFETY, has accepted grant applications and issued agreements for the contract period of October 1, 2023 – September 30, 2024; and

WHEREAS the City has on applied for this grant; and

WHEREAS the Council has found it to be in the best interests of the City of Marshalltown, Iowa, to accept this grant agreement.

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

Section 1. The City of Marshalltown, Iowa authorizes and directs City staff to accept grant funding for State and Community Highway Safety activities.

Section 2. The appropriate Department Director or designated staff are authorized and directed to sign, on behalf of the City of Marshalltown, this agreement and other necessary documents to effectuate this resolution.

Section 3. The City of Marshalltown accepts the grant from the State of Iowa.

Passed this 27th day of November 2023, and signed this _____ day of November 2023.

CITY OF MARSHALLTOWN, IOWA

____
Joel T.S. Greer, Mayor

ATTEST:

____
Alicia Hunter, City Clerk

MARSHALLTOWN
IOWA

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

TO:	Mayor Joel Greer, City Administrator Joe Gaa & City Council Members
FROM:	Michael W. Tupper, Chief of Police
DATE:	14 November 2023
RE:	2023-2024 Governor's Traffic Safety Bureau LE Highway Safety Grant Agreement

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:

Address traffic safety concerns in the community.

Recommendation:

Staff recommends Council approve the attached FFY 2024 Governor's Traffic Safety Bureau (GTSB) Highway Safety Grant agreement and authorize the Chief of Police to sign and submit all necessary documents to secure this funding.

Budget Impact:

The City of Marshalltown will receive $9,000.00 in funding for the aforementioned purposes. There are no match requirements.

Description/Background:

The police department has historically received GTSB funding to assist the department in purchasing traffic safety and enforcement equipment and to help offset overtime expenses during traffic enforcement operations. The police department has been granted $9,000.00 in grant funding to offset overtime expenses in support of traffic safety education and enforcement operations.

GOVERNOR'S TRAFFIC SAFETY BUREAU
IOWA DEPARTMENT OF PUBLIC SAFETY

CONTRACT NUMBER:	State and Community Highway Safety Grant PAP 402-PT-2024, Task 05-40-59 PAP 402-AL-2024, Task 02-40-59
PROJECT TITLE:	Marshalltown PD-HVE OT
ISSUING AGENCY:	DPS/Governor's Traffic Safety Bureau
PROJECT SUBRECIPIENT:	Marshalltown Police Department
PROJECT BUDGET:	Highway Safety Funded Amount: $9,000.00
AGENCY/LAW/SOURCE:	National Highway Traffic Safety Administration (NHTSA) Public Law 117-58, Section 402

Submit Reimbursement Claims To:

Governor's Traffic Safety Bureau
215 East 7th Street, 3rd Floor
Des Moines, Iowa 50319-0248

Issue Payment To:

Marshalltown Police Department
24 N Center St
Marshalltown, Iowa 50158

Submit Reports To:

Governor's Traffic Safety Bureau
215 East 7th Street, 3rd Floor
Des Moines, Iowa 50319-0248
515-725-6124, FAX 515-725-6133

Transmit Contract Information To:

Sergeant Dane Bowermaster
Marshalltown Police Department
909 S 2nd Street
Marshalltown, Iowa 50158
641-754-5725, FAX 641-752-1211

The Subrecipient agrees to furnish and deliver all products and perform all services set forth in the attached Special Conditions for the consideration stated herein. The rights and obligations of the parties to this contract will be subject to and governed by the Special Conditions and the General Conditions. To the extent that any specifications or other conditions which are made a part of this contract by reference or otherwise conflict, the Special Conditions and the General Conditions will control. To the extent that any inconsistency between the Special Conditions and the General Conditions exists, the Special Conditions will control. When approved, the instrument becomes a contract to accomplish the provisions contained within the Fiscal Year 2024 Highway Safety Plan, State and Community Highway Safety Grant 402-PT-2024, Task 05-40-59 and 402-AL-2024, Task 02-40-59, and thereby constitutes an official program with the Governor's Traffic Safety Bureau. This activity meets the requirements of Public Law 117-58 and the requirements set forth in the Governor's Traffic Safety Bureau Procedures Manual, as amended.

IN WITNESS THEREOF, the parties hereto have executed this contract on the day and year last specified below.

SUBRECIPIENT:

By ______ Michael W. Tupper   Date: 09.29.2023

ISSUING AGENCY:

By ______   Date: 09/01/2023
Brett A. Tjepkes, Bureau Chief

Effective Date: 10/01/23   Expiration Date: 09/30/24

GENERAL FEDERAL AWARD INFORMATION PER § 200.210

1)	Recipient:	Marshalltown Police Department
2)	UEI:	PL3MLMD6SSM7
3)	FAIN:	69A37522300004020IA0
4)	Federal Award Date	12/15/2021
5)	Period of Performance:	10/1/23-9/30/24
6)	Federal Funds:	9,000.00
7)	Total Funds Obligated:	9,000.00
8)	Total Amount of Federal Award:	9,000.00
9)	Approved Budget:	Refer to the signed agreement/award
10)	Recipient Match Requirement:	None
11)	State Match Requirement:	Iowa State Patrol
12)	Description:	High Visibility Enforcement OT (Gen/Alc)
13)	Federal Awarding Agency:	National Highway Traffic Safety Administration
14)	CFDA:	20.600 - State & Community Highway Safety Grants
15)	Research and Development Funds:	No
16)	Indirect Cost Rate:	Not applicable

SPECIAL CONDITIONS

Article 1.0 Identification of Parties. This Contract is entered into by and between the Iowa Department of Public Safety/Governor's Traffic Safety Bureau (hereafter referred to as DPS/GTSB) and the Marshalltown Police Department (hereinafter referred to as Subrecipient).

Article 2.0. Statement of Purpose.

WHEREAS, the Highway Safety Plan is the tool for developing and improving overall safety capabilities; improving the program management and decision-making capabilities of safety officials; addressing special problems or opportunities; and providing a coordination mechanism for the purpose of reducing traffic-related property damage, personal injury and fatal crashes, and

WHEREAS, the DPS/GTSB has been designated to administer the State and Community Highway Safety Programs established under Section 402 of the Infrastructure Investment and Jobs Act, as amended, and

WHEREAS, the Subrecipient has the necessary ability to develop and carry out a portion of that Highway Safety Plan,

THEREFORE, the parties hereto do agree as follows:

Article 3.0 Area Covered. The Subrecipient will perform all the work and services required under this Contract in connection with and respecting the following areas:

City of Marshalltown, Iowa and other jurisdiction(s) authorized by a shared enforcement agreement.

Article 4.0 Reports and Products. The Subrecipient will submit the following reports and products:

4.1 A Claim for Reimbursement form, documentation and, if applicable, an Equipment Accountability Report form for reimbursement within 90 days of the expense being paid by the Subrecipient with the exception of the final claim which is due into the DPS/GTSB office no later than November 15, 2024.

4.2 A cumulative final report due November 1, 2024 covering accomplishments and deficiencies of the Statement of Work and Services.

4.3 Any reports and products deemed prudent by the Issuing Agency or Subrecipient.

4.4 A copy of all audit reports within 30 days of completion of said audit.

4.5 Monthly activity reports due the 15th of the following month on forms provided by the DPS/GTSB that quantify project activities.

Article 5.0 Designation of Officials.

5.1 DPS/GTSB - The Governor's Representative for Highway Safety and the Director of the Governor's Traffic Safety Bureau are the only persons authorized to execute and approve any changes in terms, conditions, or amounts specified in this Contract.

5.2 Contract Designee, Chief Michael Tupper, is designated to approve in writing, on behalf of the Subrecipient, the Claim for Reimbursement and any negotiated changes in this Contract.

Article 6.0 Key Personnel. The Subrecipient hereby assigns the duties and responsibilities of project administration to Sergeant Dane Bowermaster and Tonya Hudnutt, representing the Subrecipient in this agreement.

Article 7.0 Time of Performance. The services of the Subrecipient will commence on or after the effective date stipulated on the signature page and will be completed before or by the expiration date.

Article 8.0 Modification of General Conditions. None.

Article 9.0 Additional Special Conditions.

9.1 Expense Documentation. The Subrecipient will document the expenditure of such funds authorized as eligible for reimbursement in accordance with the conditions of this Contract upon submission of the Claim and, for equipment, the Equipment Accountability Report as supplied by the DPS/GTSB.

9.2 Policies and Procedures. The Subrecipient will comply with all policies and procedures contained in the Iowa DPS/GTSB Policies and Procedures Manual, as amended, including appropriate attachments provided by the DPS/GTSB in accordance with Section 402 of the Infrastructure Investment and Jobs Act, and the Iowa Administrative Code, Section 661, Chapter 20.

9.3 Copyrights. The Federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:

a. The copyright of any work developed under a grant, sub-grant, or contract under a grant or sub-grant; and

b. Any rights of copyright to which a grantee, sub grantee or a subrecipient purchases ownership with grant support.

9.4 Debarred, Suspended and Ineligible Status. The Subrecipient certifies that the Subrecipient and/or any of its contractors have not been debarred, suspended or declared ineligible by any agency of the State of Iowa or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4. The Subrecipient will immediately notify the DPS/GTSB if the Subrecipient is debarred by the State or placed on the Consolidated List of Debarred, Suspended and Ineligible Subrecipients by a federal entity.

a. *Instructions for Primary Certification*

1) By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.
2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3) The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4) The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5) The terms *covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and coverage sections of 2 CFR parts 180. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6) The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
7) The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.
8) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.

9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10) Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

b. *Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions*

1) The prospective primary tier participant certifies to the best of its knowledge and belief, that its principals:

a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;

c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2) Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

c. *Instructions for Lower Tier Certification*

1) By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.

2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4) The terms *covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded*, as

used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR Part 180. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
6) The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.
7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9) Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

d. *Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions*

1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

9.5 <u>Equipment</u> acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes in accordance with 23 CFR 1300.31.

a. *Title.* Except as provided in paragraphs (e) and (f) of this section, title to equipment acquired under 23 U.S.C. Chapter 4 and Section 1906 will vest upon acquisition in the State or its subrecipient, as appropriate, subject to the conditions in paragraphs (b) through (d) of this section.

b. *Use.* All equipment shall be used for the originally authorized grant purposes for as long as needed for those purposes, as determined by the Regional Administrator, and neither the State nor any of its subrecipients or contractors shall encumber the title or interest while such need exists.

c. *Management and disposition.* Subject to the requirements of paragraphs (b), (d), (e), and (f) of this section, States and their subrecipients and contractors shall manage and dispose of equipment acquired under 23 U.S.C. Chapter 4 and Section 1906 in accordance with State laws and procedures.

d. *Purchases and dispositions.* Subrecipients shall receive prior written approval for all in-car camera purchases and any equipment purchases over $4,000 from GTSB by submitting a quote from the vendor for the equipment to verify the acquisition price. GTSB will determine if further approval is required from NHTSA based on the acquisition price on the quote. Claims for equipment submitted by the Subrecipient must match the quote exactly which was approved by GTSB. GTSB considers equipment purchased using federal funds to have a useful life expectancy of at least a 5 years minimum unless documentation is provided to the contrary.
   1) Equipment with a useful life of more than one year and an acquisition cost of $5,000 or more shall be subject to the following requirements:
      i. Purchases shall receive prior written approval from GTSB and NHTSA. Failure to secure prior approval will result in the Subrecipient being responsible for the cost of the equipment purchase; retroactive approval from NHTSA is not an option.
      ii. Dispositions shall receive prior written approval from NHTSA unless the equipment has exceeded its useful life as determined by GTSB policy.
   2) Equipment with a useful life of more than one year and an acquisition cost of less than $5,000 shall be subject to the following requirements:
      i. Dispositions shall be reported to GTSB.
      ii. Equipment destroyed during its useful life shall be replaced by the department. The department will notify GTSB of the date the equipment was rendered unusable and the replacement information to include: manufacturer, date equipment was received, serial number and a photo with serial number.

e. *Right to transfer title.* The Regional Administrator may reserve the right to transfer title to equipment acquired under this part to the Federal Government or to a third party when such third party is eligible under Federal statute. Any such transfer shall be subject to the following requirements:
   1) The equipment shall be identified in the grant or otherwise made known to the State in writing;
   2) The Regional Administrator shall issue disposition instructions within 120 calendar days after the equipment is determined to be no longer needed for highway safety purposes, in the absence of which the State shall follow the applicable procedures in 2 CFR parts 200 and 1300.

f. *Federally-owned equipment.* In the event a State or its subrecipient is provided federally-owned equipment:
   1) Title shall remain vested in the Federal Government;
   2) Management shall be in accordance with Federal rules and procedures, and an annual inventory listing shall be submitted by the State;
   3) The State or its subrecipient shall request disposition instructions from the Regional Administrator when the item is no longer needed for highway safety purposes.

4) DPS/GTSB does not allow equipment purchased using federal funds to be sold without written prior approval from GTSB.

9.6 Nondiscrimination. The Subrecipient will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

• Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;

• The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

• Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);

• Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;

• The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);

• The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);

• Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;

• Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and

• Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The Subrecipient:

a. Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;

b. Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non- Discrimination Authorities identified in this Assurance;

c. Agrees to comply (and require any of its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;

d. Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;

e. Insert in all contracts and funding agreements with other State or private entities the following clause:

"During the performance of this contract/funding agreement, the Subrecipient/funding recipient agrees:

a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 2l and herein;

c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;

d. That, in event a Subrecipient/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the Subrecipient/funding recipient under the contract/agreement until the Subrecipient/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and

e. To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program

9.7 Buy America Act. The Subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires Subrecipients to purchase only steel, iron and manufactured products produced in the United States with Federal Funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

9.8 Political Activity (Hatch Act). The Subrecipient will comply with provisions of the Hatch Act (5 U.S.C. §§1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9.9 State Lobbying Restrictions. None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

9.10 Federal Lobbying Restrictions. The undersigned certifies, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, of modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

c. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

9.11 Prohibition on Using Grant Funds to Check for Helmet Usage. The Subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

9.12 Contract Amendments. Contract amendments must occur if there is a change in budget within the same funding source, to change the required scope of work, a change in an equipment purchase including quantity or addressing an unplanned occurrence. A letter must be submitted by the Contract Designee to GTSB for approval. Once GTSB has issued an approval for the change, the Subrecipient may proceed with the amended activity. No change in a contractual agreement will be accepted within 60 days of the close of the contract.

Article 10.0 Conditions of Payment.

10.1 Maximum Payments. It is expressly understood and agreed the maximum amount to be paid to the Subrecipient by the DPS/GTSB for any item of work or service will be the amount specified under Article 12.0 subject to Article 11.0 herein. It is further understood and agreed the total of all payments to the Subrecipient by the DPS/GTSB for all work and services required under this Contract will not exceed $9,000.00 unless modified by written amendment of this Contract as provided in Section 1.0 of the General Conditions.

10.2 Claim for Reimbursement. All payments to the Subrecipient will be subject to the DPS/GTSB's receipt of a Claim and documentation. A Claim will be submitted on a form provided by the DPS/GTSB. Expenses will need to be paid prior to submitting the claim for reimbursement. If claiming equipment, an Equipment Accountability Report must also be submitted. The Subrecipient must perform services (as defined in sections 11.7 and 11.8 of this contract) between the effective dates of the contract to qualify for reimbursement. The Subrecipient shall receive goods no later than July 31 as stated in section 11.9 of this contract to qualify for reimbursement, unless prior approval is granted. No payments will be made if required reports are more than two months past due unless approved by the DPS/GTSB Director. GTSB reserves the right to deny payment when there has not been performance of any activities defined in the Statement of Work and Services.

10.3 Receipt of Federal Funds.

a. All payments hereunder will be subject to the receipt of federal funds by the DPS/GTSB. The termination, reduction, or delay of federal funds to the DPS/GTSB may be reflected by a corresponding modification to the conditions of this Contract.

b. Notwithstanding any other provisions of this Contract, if funds anticipated for the continued fulfillment of this Contract are at any time not forthcoming or insufficient, either through failure of the State of Iowa to appropriate funds, discontinuance or material alteration of the program for which funds were provided, the DPS/GTSB will have the right to terminate this Contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding, discontinuance or program alteration. Unless otherwise agreed to by the parties, the Contract will become null and void on the last day of the fiscal year for which appropriations were received, except that if an appropriation to cover cost of this Contract becomes available within sixty (60) days subsequent to termination under this clause, the DPS/GTSB agrees to re-enter a Contract with the terminated Subrecipient under the same provisions, terms and conditions as the original Contract.

c. In the event of termination of this Contract due to non-appropriation, the exclusive, sole and complete remedy of Subrecipient will be payment for services rendered prior to termination.

10.4 Non-Performance Termination. If, through any cause, the Subrecipient shall fail to fulfill in a timely and proper manner its obligation under this contract, or if the Subrecipient shall violate any of the agreements or stipulations of this contract, the DPS/GTSB shall thereupon have the right to terminate this contract and withhold further payment of any kind by giving written notice to the Subrecipient of such termination and specifying the effective date thereof, at least thirty (30) days before such date. The DPS/GTSB shall be the sole arbitrator of whether the Subrecipient or its contractor is performing its work in a proper manner with reference to the quality of work performed by the Subrecipient or its contractor under the provisions of this contract. The Subrecipient and the DPS/GTSB further agree that this contract may be terminated by either party by giving written notice of such termination and specifying the effective date thereof, at least thirty (30) days before such date.

10.5 The Subrecipient will arrange for a single audit to be performed in accordance with 2 CFR 200 when, as a non-federal entity, the Subrecipient receives $750,000.00 or more in federal funds. The federal agency, National Highway Traffic Safety Administration, Department of Transportation, passes funds through the Department of Public Safety, Governor's Traffic Safety Bureau. The Catalog of Federal Domestic Assistance (CFDA) number 20.600 applies to State & Community Highway Safety Grants. A copy of the audit report will be submitted to the DPS/GTSB within thirty (30) days after the completion of the audit.

Article 11.0 Statement of Work and Services. The Subrecipient will perform in a satisfactory and proper manner, as determined by the DPS/GTSB the following work and services:

11.1 The Contract will be monitored by the National Highway Traffic Safety Administration (NHTSA) and the DPS/GTSB. All records and documents pertaining to the project are subject to auditing and evaluation by those agencies or their designees.

11.2 The Subrecipient will absorb all costs not contained in this contract.

11.3 The project will be evaluated on all items contained in the Statement of Work and Services and the Budget.

11.4 There will be no change in the Statement of Work and Services or Budget without prior written approval of the DPS/GTSB.

11.5 The Subrecipient will comply with all requirements contained within the Policies and Procedures Manual of the DPS/GTSB.

11.6 All documents relative to fiscal claims will be maintained in the Subrecipient's office and will be available for review during regular office hours.

11.7 Staffing plan:

a. Officers to conduct 156 hours of directed overtime for general enforcement with documented enforcement action(s) issued to violator(s).

b. Officers to conduct 32 hours of directed overtime for impaired enforcement with documented enforcement action(s) issued to violator(s).

11.8 Contract activities:

a. Conduct 156 overtime hours of planned general (402-PT funded) high visibility traffic enforcement with an effort directed at occupant restraint, impaired driving and excessive speed violations during times and at locations identified as high-risk.

b. Conduct 32 overtime hours of planned impaired driving (402-AL funded) high visibility enforcement directed at impaired driving during times and at locations that have been identified by your agency, the Iowa DOT or the DPS/GTSB to have a high occurrence for impaired driving.

c. Conduct or participate in at least two targeted traffic enforcement projects, one of which will be conducted at night and one a multi-jurisdictional project.

d. Conduct at least twelve public information/education activities aimed at improving driver safety behaviors.

e. Conduct two observational occupant protection surveys; one in May and one in September.

11.9 Key dates:

a. By November 15, 2023 and the 15th of each subsequent month through October 15, 2024, submit a monthly report as specified in Article 4.5.

b. By August 1, 2024, submit claim for expenses incurred prior to July 1, 2024.

c. By August 1, 2024, submit any and all contract amendments including the transfer of funds between line items of the budget.

d. By November 1, 2024, submit a final report as specified in Article 4.2.

e. By November 15, 2024, submit final claim for reimbursement.

11.10 Reporting requirements/performance measures:

a. At least 156 hours of general overtime enforcement conducted and all overtime traffic enforcement contacts reported showing a sustained effort based on past performance.

b. At least 32 hours of impaired overtime enforcement conducted and all overtime traffic enforcement contacts reported showing a sustained effort based on past performance.

c. Two targeted traffic enforcement projects completed and results reported.

d. Twelve public information activities conducted, documented and reported.

e. Two occupant protection surveys completed and reported.

Article 12.0 Project Budget.

	Highway Safety Funds
Personnel Services	
Directed overtime for general enforcement (402-PT)	$ 7,500.00
Directed overtime for impaired enforcement (402-AL)	$ 1,500.00
TOTAL	$ 9,000.00

2023-

RESOLUTION ACCEPTING THE GRANT AGREEMENT WITH THE STATE OF IOWA DEPARTMENT OF JUSTICE VICTIM ASSISTANCE SECTION - STOP VIOLENCE AGANIST WOMEN FORMULA GRANT, CONTRACT PERIOD OCTOBER 1, 2023 – SEPTEMBER 30, 2024

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

WHEREAS the STATE OF IOWA DEPARTMENT OF JUSTICE VICTIM ASSISTANCE SECTION, has accepted grant applications and issued agreements for the contract period of October 1, 2023 – September 30, 2024; and

WHEREAS the City has on applied for this grant; and

WHEREAS the Council has found it to be in the best interests of the City of Marshalltown, Iowa, to accept this grant agreement.

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

Section 1. The City of Marshalltown, Iowa authorizes and directs City staff to accept grant funding for Stop Violence Against Women formula grant activities.

Section 2. The appropriate Department Director or designated staff are authorized and directed to sign, on behalf of the City of Marshalltown, this agreement and other necessary documents to effectuate this resolution.

Section 3. The City of Marshalltown accepts the grant from the State of Iowa.

Passed this 27th day of November 2023, and signed this _____ day of November 2023.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

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

TO: Mayor Joel Greer, City Administrator Joe Gaa & City Council Members
FROM: Michael W. Tupper, Chief of Police
DATE: 14 November 2023
RE: 2023-2024 Stop Violence Against Women Formula Grant Agreement

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:

Address family violence, sexual violence and domestic violence concerns in the community.

Recommendation:

Staff recommends Council approve the attached FFY 2024 Stop Violence Against Women Formula Grant agreement and authorize the Chief of Police to sign and submit all necessary documents to secure this funding.

Budget Impact:

The City of Marshalltown will receive $41,674.00 in funding for the aforementioned purposes. There is a match of $13,892.00 as part of this grant. This match requirement is already budgeted for.

Description/Background:

The police department has historically received funding from the Iowa Department of Justice to assist the department in combatting family violence, sexual violence and domestic violence. This funding is used to support a full-time detective position. That detective devotes the majority of their time investigating domestic violence and sexual assault crimes.

BRENNA BIRD
ATTORNEY GENERAL

JOHN GISH
SECTION CHIEF

321 E. 12th STREET
DES MOINES, IA 50319
Main: 515-281-5044
www.iowaattorneygeneral.gov

IOWA DEPARTMENT OF JUSTICE
OFFICE OF THE ATTORNEY GENERAL
VICTIM ASSISTANCE SECTION

THIS AGREEMENT (hereinafter Subcontract) is entered into by and between the Iowa Department of Justice through their **Victim Services Support Program, Lucas State Office Building, 321 East 12th Street, Des Moines, IA 50319** (hereinafter "Department"), and **Marshalltown Police Department, 909 S 2nd Street, Marshalltown, Iowa 50158-3217** (hereinafter Grantee). SAM issued UEI: PL3MLMD6SSM7

Now therefore, in consideration of the mutual agreements contained herein, the parties agree this subcontract will be performed in accordance with the following conditions:

GENERAL CONDITIONS

1. **SCOPE OF WORK/STATEMENT OF WORK:** The Grantee agrees to use its best efforts to perform the work for the Grantee or project entitled, ***"Marshalltown PD LE FY24"*** as described in Exhibit A.

2. **PERIOD OF PERFORMANCE:** The period of performance and budget period for this project/program is effective **October 01, 2023 through September 30, 2024**.

3. **PROJECT COSTS:** Department agrees to reimburse the Grantee for actual costs incurred in the performance of the project in an amount not to exceed **$41,674.00.** Expenditures in excess of this amount are not authorized, unless amended by mutual written agreement of the parties. See table below. Per federal guidelines Grantee must be able to account for each funding stream separately. See Exhibit B.

4. **MATCH:** The Grantee shall provide as a minimum **$13,892.00** in matching funds. Matching funds can be cash or in-kind and must be acceptable by the Department with sufficient documentation as evidence of such match. No match can be from other federal sources. See Exhibit B.

GRANT AWARD AND MATCH

Funding Agency	Funding Name	Assistance Listing Number and Name	Federal Award Number	Award Amount	Match Amount
Office of Justice Programs, Office on Violence Against Women	STOP VAWA	16.588 Violence Against Women Formula Grants	15JOVW-23-GG-00570-STOP	$41,674.00	$13,892.00

5. **KEY PERSONNEL:** The project director for this project is Sadie Weekley who shall be responsible for the direction of the work to be performed under this program/project. If, for any reason, the project director is not able to continue to serve as the project director, Grantee must submit an amendment request in Iowa GVS to change the project director on the project. As applicable, other personnel considered key personnel includes: the executive director, fiscal director, department heads, supervisors or any other

personnel who are directly associated with this program. Should a vacancy of key personnel occur during this grant cycle, Department expects Grantee to engage in standard hiring practices to hire the most qualified person available for any open positions. Hiring underqualified or unqualified persons in key positions could jeopardize Grantee's provision of high quality victim services.

6. **ALLOWABLE COSTS AND PAYMENT:** Department will reimburse the Grantee for direct costs and indirect costs (if applicable) incurred in the performance of this Subcontract, provided that:
   1. The submitted claim represents the approved budget as shown in Exhibit B.
   2. Such costs were allowable by terms of this Subcontract and the Uniform Guidance (2 CFR 200) and the applicable funding sources.
   3. Such costs are incurred in accordance with Grantee's established policies and procedures, consistently applied.

7. **ITEMIZED CLAIMS:** The Grantee agrees to submit claims for actual costs incurred through Iowa GVS either monthly or quarterly and adhere to this frequency throughout the term of the subcontract. Claims are due within 30 days following the end of the claim period.

   The Department agrees to make payment in compliance with the approved budget (Exhibit B) or any amended budgets. The Grantee shall comply with Department's reimbursement procedures by using Department claim/expense forms, as applicable.

8. **CONFLICTS OF INTEREST:** Any key personnel, or any other person associated with this program must disclose in writing any real or perceived conflicts of interest regarding this program. Department will not allow the direct hire or supervision of any immediate family member in any employment position that is funded by this Subcontract. Any deviations to this restriction must be approved in writing in advance by the assigned grant coordinator.
9. **REPORTS:** The Grantee shall prepare and submit the reports, as applicable to the Department as described here: https://www.iowaattorneygeneral.gov/for-crime-victims/grants/performance-reports-for-funded-programs

10. **CHANGES IN OBJECTIVES/GOALS/SCOPE OF WORK/GRANTEE ADMINISTRATION:** Changes in objective or scope of work or significant programmatic administration shall not be made without prior written approval of the Department. Programmatic administration means delivery of services, service areas, program hours, program offices, key staff/advocates, etc. Grantee must submit the request in Iowa GVS.

11. **BUDGET ADJUSTMENTS:** The Department shall administer and disperse the funds for this contract contingent upon their availability. This subcontract may be adjusted to reflect changes in the amount funded as determined by the Department. Grantee will adhere to the approved budget (Exhibit B). To submit a budget revision, Grantee will follow the instructions provided in the grant manual descried here: https://www.iowaattorneygeneral.gov/manual/chapter-19-grant-scope-and-budget-revision-requests/budget-revisions

12. ADMINISTRATION, ACCOUNTS, RECORDS, AUDITS:

1) The Department shall monitor the services and operation of the Grantee for compliance with this subcontract. The Department shall have immediate access to records pertaining to the subcontract during working hours with or without notice.

2) The Grantee shall retain all financial records, supporting documents, statistical records and all other records sufficient to reflect properly all direct, indirect and match charges, for at least three years following the closure of the most recent audit report.

3) Audits are due the earlier of 30 days after the receipt of the auditor's reports or nine months after the end of the audit period. For example, audits for period ending June 30th would be due no later than March 31st and audits for period ending September 30th would be due no later than June 30th.

Organizations expending $750,000 or more in federal funds are subject to audit requirements as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principals and Audit Requirements for Federal Awards.*

Organizations expending less than $750,000 during the entity's fiscal year in federal funds are recommended to have an audit conducted in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, also known as Yellow Book Audit.

Submit audits electronically to fiscal department by e-mailing to kristi.hill@ag.iowa.gov. Electronic copy of audit is preferred. However, you may submit a hard copy to Victim Assistance Section, Finance Department, Lucas State Office Building, 321 East 12th Street, Des Moines, IA 50319.

Audits should also be uploaded in Grants for Victim Services (GVS) under Organization Finance, question #14.

13. EQUIPMENT: Any equipment detailed in the project budget (Exhibit B) and purchased from these funds shall be maintained properly and shall be the property of the Grantee unless Department notifies in writing otherwise. Capitalized equipment, as defined by the federal government, shall be handled in accordance to federal regulations Ä 200.313.

14. TERMINATION: Termination on notice by the Department. Following 30 daysô written notice, the Department may terminate this contract for convenience without the payment of any penalty or incurring any further obligation to the non-terminating party. Following termination upon notice, the Department will pay the Grantee, upon submission of invoices and proper proof of claim, for services provided under this contract up to and including the date of termination, minus any funds owed the Department.

Termination for cause by the Department. The Department may declare the Grantee to be in default of its obligations under this contract when any of the following events occurs: (1) The Grantee fails to observe and perform any covenant, condition or obligation created by the contract; (2) The Grantee fails to make substantial and timely progress toward performance of the contract; or (3) The Grantee's work product and services fail to conform with the requirements of this contract.

Notice of default. If there is a default event that the Grantee can cure, the Department must provide written notice to the Grantee requesting that the breach or noncompliance be immediately remedied. If the breach or noncompliance continues 10 days beyond the date of the written notice, the Department may immediately terminate the contract without additional written notice or enforce the terms and conditions of the contract and seek any legal or equitable remedies. In either event, the Department may seek damages due to the breach or failure to comply with the terms of the contract.

Termination by the Department due to lack of funds or change in law. Despite anything in this contract to the contrary, and subject to the limitations, conditions, and procedures set forth below, the Department may terminate this contract without penalty by giving 60 days' written notice to the Grantee if any of the following occurs: (1) The legislature or governor fails to appropriate funds sufficient to allow Judicial to operate as required and to fulfill its obligations under this contract; (2) If funds are de-appropriated or not allocated; (3) If the federal government reduces or eliminates the federal grant; (4) If the Department's authorization to operate is withdrawn or there a material alteration in the programs administered by the Department; or (5) If the Department's duties are substantially modified.

The Grantee's remedies if the Department terminates the contract due to lack of funds or change in law. If the Department terminates this contract due to lack of funds or change in law as provided above, the Grantee's exclusive, sole, and complete remedy is the payment for services completed prior to and including the date of termination.

The Grantee's duties on termination. When the Grantee receives the Department's notice of termination for any reason allowed under this contract, the Grantee must cease all work under this contract except any work that the Department directs the Grantee to perform and comply with the Department's instructions for the timely transfer of any active files and related work product.

Termination on notice by the Grantee. Following 30 days' written notice, the Grantee may terminate this contract for convenience without the payment of any penalty or incurring any further obligation to the non-terminating party. Following termination upon notice, the Department will pay the Grantee, upon submission of invoices and proper proof of claim, for services provided under this contract up to and including the date of termination, minus any funds owed the Department.

Set off. Should the Department obtain a money judgment against the Grantee because of a default under this contract, the Grantee consents to such judgment being set off from moneys owed the Grantee by the State of Iowa or any other agency of the State of Iowa under any other contract.

15. **<u>INDEMNIFICATION:</u>** The Grantee agrees to defend, indemnify and hold the State of Iowa, Department, and the Attorney General's Office harmless from any or all liabilities.

- Any Violation of this Agreement by the Grantee; or
- Any negligent acts or omissions of the Grantee; or
- The Grantee's performance or attempted performance of this Agreement; or
- Any failure by the Grantee to comply with all local, state and federal laws and regulations.

Indemnification by the parties is limited to the extent permitted by law, including Iowa Tort Claims Act, Iowa Code Chapter 669, administered under Iowa Code Ä679A.19.

16. **INSURANCE:** The Grantee represents it has adequate liability insurance, such protection being applicable to officers, employees, and agents while acting within the scope of their employment by Grantee. If Grantee is an entity of the State of Iowa and therefore is self-insured for liability, Grantee agrees to maintain such coverage for the duration of the period of performance.

17. **MODIFICATION:** Any agreement to change the terms of this Subcontract in any way shall be valid when the change is made in writing and approve by authorized representatives of the parties hereto.

18. **REPRESENTATIVES**: Grantee subcontacts are listed in Iowa GVS. Grantee is to notify Department of changes to the programmatic or contractual/fiscal contacts. Department's contractual contact is Lori Miller at lori.miller@ag.iowa.gov; 515-725-4130 or by US mail: Lucas State Office 321 East 12th Street, Des Moines, IA 50319.

19. **SPECIAL CONDITIONS:** If applicable, are listed in Exhibit C. Special conditions will include: any corrective action and the service standards applicable to each program type.

20. **SERVICE STANDARDS:** The Service Standards, if any, are attached Exhibit D and by reference incorporated herein, apply to this Subcontract, and in case of any conflict between the General Conditions, the Service Standards will prevail.

21. **CERTIFIED ASSURANCES:** See Exhibit E. Victim Assistance, Programmatic and federal assurances require Grantee signatures as applicable.

22. **CLOSEOUT:** All requirements must be submitted and approved prior to closing this award.

APPROVED AND AGREED

Marshalltown Police Department:

By: Sadie Weekley

Title: Lieutenant

Date: Oct 18, 2023

IOWA DEPARTMENT OF JUSTICE:

By: Lori Miller

Title: Grant Administrator

Date: Oct 27, 2023

2023-

RESOLUTION APPROVING AN AGREEMENT FOR TOBACCO ENFORCEMENT SERVICES BETWEEN THE CITY OF MARSHALLTOWN, IOWA, AND THE IOWA ALCOHOLIC BEVERAGES DIVISION, STATE OF IOWA, CREATED PURSUANT TO CHAPTER 28E.12 OF THE IOWA CODE

WHEREAS the City of Marshalltown, Iowa, has negotiated an Agreement for Tobacco Enforcement Services pursuant to Chapter 28E of the Iowa Code, with the Iowa Alcoholic Beverages Division, State of Iowa; and

WHEREAS the City Council of Marshalltown finds this Agreement for Services is in the best interest of the City.

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

Section 1. That the attached Agreement for Services is hereby approved in all respects and particulars.

Section 2. The Agreement for Services shall begin on October 1, 2023, and continue through June 30, 2024, and remain in effect until either party terminates the Agreement by written notice at least 20 days prior to the date of cancelation.

Section 3. That the Chief of Police is hereby authorized and directed to execute said Agreement for Services on behalf of the City of Marshalltown, and the City Clerk is authorized and directed to file this Agreement for Services with the Secretary of State, as required by law.

Passed this 27th day of November 2023, and signed this ______ day of November 2023.

CITY OF MARSHALLTOWN, IOWA

____
Joel T.S. Greer, Mayor
ATTEST:

____
Alicia Hunter, City Clerk

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

MARSHALLTOWN
IOWA

TO:	Mayor Greer, City Administrator Gaa & City Council
FROM:	Michael W. Tupper, Chief of Police
DATE:	14 November 2023
RE:	28E Agreement with Iowa ABD for Tobacco, Alternative Nicotine & Vapor Product Enforcement for FFY 2023-2024

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:

Approve 28E Agreement with Iowa ABD to address important public safety and health issues related to tobacco, nicotine and vapor product regulations.

Recommendation:

Staff recommends the Marshalltown City Council approve the FFY 2023-2024 28E Agreement with the Iowa Alcoholic Beverages Division (ABD) for the enforcement of Iowa's tobacco, alternative nicotine and vapor product laws. Staff also recommends the City Council authorize the Chief of Police to sign this agreement.

Budget Impact:

None

Description/Background:

The City of Marshalltown and the Marshalltown Police Department have a long-standing relationship with the Iowa ABD for the enforcement of tobacco laws and public education connected to tobacco regulations in Iowa. Historically, the police department has partnered with Iowa ABD to conduct tobacco compliance checks at all licensed tobacco retail outlets in the city limits of Marshalltown. The attached agreement requires the police department to conduct compliance checks on all Marshalltown tobacco retailers before February 15, 2024. Non-compliant establishments must be checked again before May 15, 2024. The police department believes this is an important public health and public policy initiative. Staff recommends approval of this agreement.

November 1, 2023

Dear I-PLEDGE Partner,

The Iowa Department of Revenue (IDR) invites your department to participate in the I-PLEDGE Tobacco, Alternative Nicotine and Vapor Product Enforcement Program for fiscal year 2024 (July 1, 2023 – June 30, 2024). The benefit of a partnership between IDR and law enforcement agencies is evidenced by the 91% statewide compliance rate obtained by tobacco retailers in FY2023.

In order to be an I-PLEDGE partner in fiscal year 2024, you must sign and return the enclosed 28E Agreement. After reviewing the agreement and verifying the contact information for your department, please sign the agreement on the last page and return the entire agreement in the self-addressed envelope provided. A copy of the executed agreement will be returned to your office along with an enforcement handbook.

It is important to remember that IDR is required to conduct one (1) compliance check of each tobacco, alternative nicotine and vapor product retailer during FY2024, with a repeat check of any business that fails the first compliance check. Section 5.1.2 of the 28E Agreement details the dates by which compliance checks need to be performed. Once compliance checks are completed, it is imperative that your department electronically submit compliance check results to IDR in a timely manner to ensure prompt payment to your department. Instructions on how to electronically submit compliance check results to IDR will be included in the enforcement handbook.

Keep in mind that alternative nicotine and vapor products are age-restricted according to Iowa Code § 453A.2, and therefore included as part of the I-PLEDGE program. Attempts to purchase alternative nicotine and vapor products may be conducted at any retailer that sells these products. Additional details regarding these age-restricted products will be included in the enforcement handbook.

On June 29, 2020, Governor Reynolds signed legislation which increased the state minimum age to purchase tobacco, alternative nicotine and vapor products from 18 to 21 years. State of Iowa law is reflective of the federal minimum age to purchase which was raised on December 20, 2019. Due to this law change, underage purchasers from the age of sixteen to twenty years old may be utilized in the program. If utilizing multiple underage purchasers to perform compliance checks, please ensure that a representative mix of 16, 17, 18, 19 and 20 year old underage purchasers are used when feasible.

The necessary materials to carry out the agreement will be sent to the contact person specified in Section 12.10 of the 28E Agreement. In the meantime, feel free to contact 515.281.7434 or iapledge@iowaabd.com with questions regarding the enclosed agreement.

Sincerely,

Jessica Ekman

Jessica Ekman
Tobacco Program Coordinator

28E AGREEMENT FOR TOBACCO, ALTERNATIVE NICOTINE AND VAPOR PRODUCT ENFORCEMENT

This agreement ("Agreement") is made and entered into on the Effective Date by and between the Iowa Department of Revenue ("IDR"), and Marshalltown Police Department ("Department"). The parties agree as follows:

SECTION 1. IDENTITY OF THE PARTIES.

1.1 **IDR**. IDR is an agency of the State of Iowa is authorized, pursuant to Iowa Code chapter 453A and a memorandum of understanding with the Iowa Department of Health and Human Services, to provide enforcement for Iowa's tobacco, alternative nicotine, and vapor product laws. IDR's address for the purposes of this Agreement is: 1918 SE Hulsizer Road, Ankeny, Iowa 50021.

1.2 **Department**. The Department operates a duly-recognized Iowa law enforcement agency. The Department's address is: 909 South 2nd Street, Marshalltown, IA 50158.

SECTION 2. PURPOSE. The parties have entered into this Agreement for the purpose of providing and funding tobacco, alternative nicotine, and vapor product enforcement activities in compliance with Iowa Code section 453A.2. The legal authority for this agreement is Iowa Code chapter 28E, Iowa Code section 453A.2, and MOU-2024-ABD01 Memorandum of Understanding between the Iowa Department of Health and Human Services Division of Tobacco Use and Prevention and Control and Iowa Department of Revenue.

SECTION 3. TERM. The term of the Agreement shall be from the aforementioned date through June 30, 2024, unless earlier terminated in accordance with the terms of the Agreement.

SECTION 4. FILING. Pursuant to Iowa Code section 28E.8, IDR shall electronically file the Agreement with the Iowa Secretary of State, after the Parties have executed the Agreement.

SECTION 5. RESPONSIBILITIES OF THE PARTIES.

5.1 **Responsibilities of the Department.**

5.1.1 **Local Tobacco, Alternative Nicotine and Vapor Product Enforcement**. The Department shall provide tobacco, alternative nicotine, and vapor product enforcement of Iowa Code chapter 453A.

5.1.2 **Compliance Checks**.

5.1.2.1 "Compliance checks" means activity to enforce tobacco, alternative nicotine, and vapor product laws in accordance with Iowa Code section 453A.2 within the jurisdiction of the Department. Compliance checks also may include enforcement of Iowa Code section 453A.2 within additional jurisdictions upon agreement of the Parties. IDR shall make available to the Department the location of each tobacco, alternative nicotine, and vapor product permit holder subject to a compliance check by the Department at https://tobacco.iowaabd.com/.

5.1.2.2 The Department shall perform one (1) **compliance check** of each tobacco, alternative nicotine and vapor product permit holder within the jurisdiction of the Department during the term of the Agreement. Please note that alternative nicotine, and vapor products are age-restricted pursuant to Iowa Code section 453A.2 and are therefore included in the I-PLEDGE program. Attempts to purchase alternative nicotine and vapor products may be conducted at any retailer that sells these products.

5.1.2.3 **<u>The Department shall not begin to conduct any retailer compliance checks until October 1, 2023.</u>**

5.1.2.4 The compliance check shall be completed and submitted for reimbursement to IDR by **February 15, 2024**. The Department should try to complete a compliance check of all seasonal businesses, such as golf courses, marinas, and bait shops, before the businesses close for the 2023 business year, but not before October 1, 2023. If the Department is unable to complete the compliance checks on seasonal businesses prior to the businesses close for the 2023 business year, the Department shall work with IDR to establish a plan for completing these compliance checks.

5.1.2.5 The Department shall conduct a second compliance check on any retailer that is found to be non-compliant during the first inspection. The second compliance check on the non-compliant retailer shall be completed and entered no later than **May 15, 2024**.

5.1.2.6 Clerks that fail compliance checks shall be ticketed criminally.

5.1.2.7 The Department shall, within seven (7) business days, notify the retail owner or manager of any violation. Within seventy-two (72) hours of the Department issuing a citation for a violation of Iowa Code § 453A.2(1) to a permit-holder or employee of a permit-holder, the Department must notify the local permit-issuing authority that issued the tobacco, alternative nicotine, and vapor product permit to the retailer where the offense was committed.

5.1.2.8 If the Department fails to complete and submit reimbursement for compliance checks to IDR by **February 15, 2024**, IDR will consult with the Department to establish a plan for completing the remaining compliance checks. In the event that the Department fails to execute the agreed upon plan, the Department agrees that IDR may authorize the Iowa State Patrol or other law enforcement agency to conduct any remaining compliance checks.

5.1.3 **<u>Underage Purchaser Volunteers</u>**. Utilization of underage purchaser volunteers is strongly encouraged, where feasible. The Department may compensate the underage purchasers involved in the compliance checks in a manner consistent with Section 6 . Underage purchasers from the age of sixteen to twenty years old may be utilized in the program. Keep in mind that the federal government (SYNAR) ***will not allow underage purchasers under the age of sixteen*** to be used to conduct compliance checks. Please ensure that the officers assigned to conduct the compliance checks do not work with an underage purchaser younger than age of sixteen. If utilizing multiple underage purchasers to perform compliance checks, please ensure that a representative mix of 16, 17, 18, 19 and 20 year old underage purchasers are used when feasible.

5.1.4 **Routine Enforcement**. In addition to conducting compliance checks, the Department agrees to regularly enforce underage tobacco, alternative nicotine and vapor product laws by ticketing underage offenders.

5.1.5 **Civil Proceedings**. The Department shall cooperate with city, county, and state prosecutors if civil permit proceedings are initiated against a tobacco, alternative nicotine, and vapor product permit holder. The Department shall also cooperate in proceedings against cited clerks and underage persons. Cooperation shall include, but not be limited to, sharing investigative reports and copies of issued citations, as well as providing witness statements and testimony.

5.1.6 **Compliance Reports**. The Department shall provide monthly reports to IDR in the manner prescribed by IDR.

5.1.7 **Miscellaneous**. The Department shall be responsible for the day-to-day administration of its tobacco, alternative nicotine, and vapor product enforcement activities. The Department shall provide all office space, equipment, and personnel necessary to conduct tobacco, alternative nicotine, and vapor product enforcement activities under the Agreement. The Department is solely responsible for the selection, hiring, disciplining, firing, and compensation of its officers.

5.2 **Responsibilities of IDR**.

5.2.1 **Enforcement Guidance**. IDR shall provide guidance on tobacco, alternative nicotine, and vapor product enforcement to the Department, if needed, and cooperate with the Department in the performance of the Agreement.

5.2.2 **Payment**. IDR shall pay the Department in the manner described in Section 6 of this Agreement.

5.2.3 **Cooperation**. If IDR believes that any officer of the Department fails to perform duties in a manner that is consistent with the Agreement, IDR shall notify the Department. The Department shall then take such action as necessary to investigate and, if appropriate, discipline or reassign the officer away from tobacco, alternative nicotine, and vapor product enforcement activities. IDR shall have no authority to discipline or reassign an officer, except that IDR shall have the authority to stipulate that a particular officer not be assigned to provide services under the Agreement.

5.2.4 **Insurance, Benefits, and Compensation**. IDR shall not provide for, nor pay, any employment costs of the Department's officers including, but not limited to, worker's compensation, unemployment insurance, health insurance, life insurance, and any other benefits or compensation, nor make any payroll payments with respect to the Department's officers. IDR shall have no liability whatsoever for all such employment costs or other expenses relating to, or for the benefit of, the Department's officers.

SECTION 6. PAYMENT TO DEPARTMENT.

6.1 **Method of Payment**. In consideration for providing the services required by the Agreement, the Department shall be paid on a flat fee basis of seventy-five dollars ($75) per reported compliance check. The flat fee payment for each compliance check constitutes the full and exclusive remuneration for the compliance checks. For example, compensation of underage purchasers is the sole responsibility of the Department and is to be paid from the flat fee payment.

6.2 **Eligible Claims**. Compliance checks that are conducted on or after October 1, 2023 are eligible for payment provided that the results are reported in accordance with Section 5. Any compliance checks that were funded by a non-departmental entity are not eligible for payment.

6.3 **Allocations**. The costs of the services referred to in Section 6.1 shall be allocated as follows:

6.3.1 **Sole Activity**. Money paid to the Department, pursuant to the Agreement, shall be used to fund overtime of full- or part-time peace officer positions solely for tobacco, alternative nicotine and vapor product enforcement activities described in the Agreement. Money also shall be used for compensation, if any, of underage purchasers. In addition, the Department may use money paid pursuant to the Agreement for reasonable Department expenditures, including, but not limited to, officer training and equipment, provided that such expenditures do not impair the Department's ability to perform tobacco, alternative nicotine and vapor product enforcement activities.

6.4 **Payment in Arrears**. IDR shall verify the Department's performance and compliance with this Agreement before making payment. IDR shall pay all approved invoices in arrears and in conformance with Iowa Code section 8A.514. IDR may pay in less than sixty (60) days, but an election to pay in less than sixty (60) days shall not act as an implied waiver of Iowa Code section 8A.514. Unless otherwise agreed in writing by the Parties, the Department shall not be entitled to receive any other payment or compensation from IDR or the State of Iowa for any Compliance Checks not compliant with this Agreement. The Department shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under this Agreement.

SECTION 7. ADMINISTRATION OF AGREEMENT. IDR and the Department shall jointly administer the Agreement.

SECTION 8. NO SEPARATE ADMINISTRATIVE ENTITY. No new or separate legal or administrative entity is created by the Agreement.

SECTION 9. NO PROPERTY ACQUIRED. IDR and the Department, in connection with the performance of the Agreement, shall acquire no real or personal property.

SECTION 10. TERMINATION.

10.1 **Termination for Convenience**. Following twenty (20) days written notice, either party may terminate the Agreement, in whole or in part, for convenience without the payment of any penalty or incurring any further obligation to the non-terminating party. Following termination for convenience, the non-terminating party shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided under the Agreement to the terminating party up to and including the date of termination.

10.2 **Termination Due to Lack of Funds or Change in the Law**. Notwithstanding anything in this Agreement to the contrary, and subject to the limitations set forth below, IDR shall have the right to terminate this Agreement without penalty and without any advance notice as a result of any of the following:

10.2.1 The legislature or governor fail in the sole opinion of IDR to appropriate funds sufficient to allow IDR to either meet its obligations under this Agreement or to operate as required and to fulfill its obligations under this Agreement;

10.2.2 If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by IDR to make any payment hereunder are insufficient or unavailable for any other reason as determined by IDR in its sole discretion;

10.2.3 If IDR's authorization to conduct its business or engage in activities or operations related to the subject matter of this Agreement is withdrawn or materially altered or modified;

10.2.4 If IDR's duties, programs or responsibilities are modified or materially altered;

10.2.5 If there is a decision of any court, administrative law judge, or an arbitration panel or any law, rule, regulation, or order is enacted, promulgated, or issued that materially or adversely affects IDR's ability to fulfill any of its obligations under this Agreement. IDR shall provide the Department with written notice of termination pursuant to this section.

10.3 **Termination for Cause**. The occurrence of any one or more of the following events shall constitute cause for any party to declare another party in default of its obligations under the Agreement:

10.3.1 Failure to observe and perform any covenant, condition or obligation created by the Agreement;

10.3.2 Failure to make substantial and timely progress toward performance of the Agreement;

10.3.3 Failure of the party's work product and services to conform with any specifications noted herein;

10.3.4 Infringement of any patent, trademark, copyright, trade dress or any other intellectual property right.

10.4 **Notice of Default**. If there occurs a default event under Section 10.3, the non-defaulting party shall provide written notice to the defaulting party requesting that the breach or noncompliance be immediately remedied. In the event that the breach or noncompliance continues to be evidenced ten days beyond the date specified in the written notice, the non-defaulting party may either:

10.4.1 Immediately terminate the Agreement without additional written notice; or,

10.4.2 Enforce the terms and conditions of the Agreement and seek any available legal or equitable remedies.

SECTION 11. CONTACT PERSON. At the time of execution of the Agreement, each party shall designate, in writing, a Contact Person to serve until the expiration of the Agreement or the designation of a substitute Contact Person. During the term of the Agreement, each Contact Person shall be available to meet, as otherwise mutually agreed, to plan the services being provided under the Agreement.

SECTION 12. CONTRACT ADMINISTRATION.

12.1 **Amendments**. The Agreement may be amended in writing from time to time by mutual consent of the parties. All amendments to the Agreement must be fully executed by the parties.

12.2 **Third Party Beneficiaries**. There are no third party beneficiaries to the Agreement. The Agreement is intended only to benefit IDR and the Department.

12.3 **Choice of Law and Forum**. The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Agreement without regard to the conflict of law provisions of Iowa law. Any and all litigation commenced in connection with this Agreement shall be brought and maintained solely in Polk County District Court for the State of Iowa, Des Moines, Iowa, or in the United States District Court for the Southern District of Iowa, Central Division, Des Moines, Iowa, wherever jurisdiction is appropriate. 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 IDR or the State of Iowa.

12.4 **Assignment and Delegation**. The Agreement may not be assigned, transferred, or conveyed in whole or in part without the prior written consent of the other party.

12.5 **Integration**. The Agreement represents the entire Agreement between the parties and neither party is relying on any representation that may have been made which is not included in the Agreement.

12.6 **Headings or Captions**. The paragraph headings or captions are for identification purposes only and do not limit nor construe the contents of the paragraphs.

12.7 **Not a Joint Venture**. Nothing in the Agreement shall be construed as creating or constituting the relationship of a partnership, joint venture, association of any kind or agent and principal relationship between the parties. Each party shall be deemed an independent contractor acting toward the expected mutual benefits. No party, unless otherwise specifically provided for herein, has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon the other party to the Agreement.

12.8 **Supersedes Former Agreements**. The Agreement supersedes all prior Agreements between IDR and the Department for the services provided in connection with the Agreement.

12.9 **Waiver**. Except as specifically provided for in a waiver signed by duly authorized representatives of IDR and the Department, failure by any party at any time to require performance by the other party or to claim a breach of any provision of the Agreement shall not be construed as affecting any subsequent breach, the right to require performance with respect thereto, or to claim a breach with respect thereto.

12.10 **Notices**. Any and all notices, designations, consents, offers, acceptances, or any other communication provided for herein shall be given in writing by a reliable carrier which shall be addressed to the person listed below at the address specified. From time to time, the Parties may change the name and address of an individual designated to receive notice. Such change of the designated person shall be in writing to the other Party and as provided herein. Such change shall not require an amendment to this Agreement. Each such notice shall be deemed to have been provided:

12.10.1 At the time it is actually received; or,

12.10.2 Within one day in the case of overnight hand delivery, courier or services such as Federal Express with guaranteed next day delivery; or,

12.10.3 Within five (5) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail.

Party: IDR
Name: Jessica Ekman
Title: Tobacco Program Coordinator
Address: 1918 SE Hulsizer Road

City, State Zip Code	Ankeny, Iowa 50021
Phone Number:	(515) 281-7434
E-mail Address	Ekman@iowaabd.com

Party:	The Department
Name:	Michael Tupper
Title:	Chief
Address:	909 South 2nd Street
City, State Zip Code	Marshalltown, Iowa 50158
Phone Number:	641-754-5729
E-mail Address	mtupper@marshalltown-ia.gov

12.11 **Cumulative Rights**. The various rights, powers, options, elections and remedies of any party provided in the Agreement, shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies, or priorities allowed any party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way un-remedied, unsatisfied, or un-discharged.

12.12 **Severability**. If any provision of the Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of the Agreement.

12.13 **Time is of the Essence**. Time is of the essence with respect to the performance of the terms of the Agreement.

12.14 **Authorization**. Each party to the Agreement represents and warrants to the other that:

12.14.1 It has the right, power, and authority to enter into and perform its obligations under the Agreement.

12.14.2 It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery, and performance of the Agreement, and the Agreement constitutes a legal, valid, and binding obligation upon itself in accordance with its terms.

12.15 **Successors in Interest**. All the terms, provisions, and conditions of the Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, and legal representatives.

12.16 **Record Retention and Access**. The Department shall maintain accurate, current, and complete records of the financial activity of this Agreement which sufficiently and properly document and calculate all charges billed to IDR throughout the term of this Agreement and for a period of at least three years following the date of final payment or completion of any required audit (whichever is later). If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later. The Department shall permit IDR, the Auditor of the State, or any other authorized representative of the State and, where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt, and transcribe any directly pertinent books, documents, papers, electronically or optically stored and created records, or other records of the Department relating to invoices or payments or any other documentation or materials pertaining to this

Agreement, wherever such records may be located. The Department shall not impose a charge for audit or examination of the Department's books and records. Based on the audit findings, IDR reserves the right to address the Contractor's board or other managing entity regarding performance and expenditures.

12.17 **Additional Provisions**. The parties agree that any Addendum, Rider, or Exhibit, attached hereto by the parties, shall be deemed incorporated herein by reference.

12.18 **Further Assurances and Corrective Instruments**. The parties agree that they shall, from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of the Agreement.

SECTION 13. EXECUTION.

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the Agreement and have caused their duly authorized representatives to execute the Agreement.

Iowa Department of Revenue		**Marshalltown Police Department**	
Signature	**Date**	**Signature**	11-14-2023 **Date**
Name:		**Name:** Michael M. Tupper	
Title:		**Title:** Chief of Police	

2023-239

RESOLUTION ACCEPTING BID AND AUTHORIZING THE PURCHASE OF A SKID TURNER FOR THE PRICE OF $19,000 FROM KOOIMA AG FOR USE AT THE COMPOST AND DECLARING CERTAIN PROPERTY SURPLUS FOR DISPOSAL THEREOF

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

WHEREAS, the City of Marshalltown, Iowa desires to procure one skid turner to be utilized by the compost and sought quotes for this purpose; and

WHEREAS, Kooima AG submitted a quote on a skid turner 4’ x 8’ for a purchase price of $19,000; and

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

WHEREAS, the existing compost turner will be declared surplus and disassembled to be sold as scrap with the other parts being disposed of.

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

Section 1. That the City of Marshalltown accepts the bid from Kooima AG for the purchase of a skid turner 4’ x 8’ in the amount of $19,000, to be used at the compost.

Section 2. The existing compost turner is declared surplus and shall be disassembled to be sold as scrap with the other parts being disposed of.

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

Passed this 27th day of November 2023, and signed this _____ day of November 2023.

CITY OF MARSHALLTOWN, IOWA

____

Joel Greer, Mayor

ATTEST:

____

Alicia Hunter, City Clerk

MARSHALLTOWN
IOWA

Joel Greer, Mayor
Joe Gaa, 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: November 27, 2023
RE: Compost Facility – Authorization for Equipment Purchase – Compost Turner

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 City policies, procedures, plans, ordinances, programs, and services for updates and efficiencies.

Recommendation:
Recommend authorizing this compost division equipment purchase in the amount of $19,000.

Budget Impact:
The City's Capital Improvement Plan budgeted $90,000 in FY for a replacement compost turner. (Fund 750). Staff delayed and re-evaluated the planned purchase and are recommending approval of this alternative equipment at a cost of $19,000.

Description/Background:
The city is required to provide citizens an option to dispose of yard waste due to our size in addition to the state prohibiting these materials from being disposed of in a landfill. The city's compost facility turns yard waste, such as grass clippings and leaves, into a product that can be reused and serve a beneficial purpose, compost. As part of the process to produce compost, city staff use equipment to aid in laying out yard waste, shredding it, mixing it, and turning it over a period of time in order to get it to a state that we can screen and provide to the public.

The city's existing compost turner is a 1991 Scat 482 B Compost Turner that the city purchased in April of 1991 for $52,867. The continued use of that equipment is a safety liability and the equipment is at (if not, past) it's end of life given that parts are obsolete and in-house fabrication/repair has become increasingly difficult or impossible because there isn't much left of the metal components that we can continue to weld to or against in order to repair.

In 2021, we began exploring replacement equipment and obtained quotes for a pull behind PTO Driven unit (similar in size and type as what we have) at the cost of $76,450 and $366,600 for a self-contained turner. The lower cost PTO driven unit was a Vermeer product that we were notified has limited production and the costs were increasing rapidly due to supply chain and inflation. Due to availability, we pushed the item from FY 2022 CIP to FY 2023 CIP. At the last winter's CIP update, we increased the budget to $90,000 based on a November 2022 - $83,525 quote for a Vermeer CT612.

City staff continued to review available equipment and their costs. In doing so, we continued to struggle to justify the high-cost of the expenditure in order to continue to provide the Marshalltown community compost. We began exploring alternative methods and equipment. We also consulted with compost representatives on the scale of our facility producing approximately 300 Tons a year and determined that our existing equipment was larger than what was truly needed for a facility our size. We evaluated several types of smaller pull-behind, PTO driven equipment and also discovered a skid-loader attachment that peaked city staff interest.

Below is a summary of some of the evaluated units and quotes we obtained:

Brand/Model	**Type**	**Tunnel Size**	**Price**
Kooima CT0800	Skid Steer Attachment	4' x 8'	$ 19,000, Delivered
Green Mountain Technologies CMC ST 200	PTO Pull Behind	4' X 7.2'	$ 19,860 + Freight
Aeromaster PT 120	PTO Pull Behind	5.5' x 11'	$ 67,690 + Freight
Backhus A30	PTO Pull Behind	5.5' x 11'	$ 127,000 + Freight
Vermeer CT612	PTO Pull Behind	6' x 12'	Not in current production
Frontier TB10	PTO Pull Behind	4.5' x 12'	Did not return quote
Our Existing Scat 482 B	PTO Pull Behind	6' x 10'	n/a - existing

The skid-loader attachment (CT0800) is manufactured by Kooima Ag out of Rock Valley, Iowa and their company has been around since 1988. We were unable to find a comparable compost turner in a skid-steer attachment configuration. The sawtooth side discharge skid-steer attachments, such as Brown Bear, would likely struggle with our composition of material. Due to how different (and smaller) this Skid Steer attachment equipment is from what we currently utilize, we arranged a demo of this equipment at our facility. The equipment was originally manufactured for more animal-based compost (such as manure) and we wanted to confirm its ability to handle our yard waste make-up, including yard waste bags and the occasional small sticks. This demo was held Monday, November 13th and city staff felt comfortable that it will serve our needs.

With the loss of compost facility space as a result of the Edgewood Industrial Area, the skid-loader attachment has the added benefit of utilizing smaller equipment which allows us to place windrows tighter together. A towable unit requires more space at the end of windrows to turn a tractor and towable unit. Towable units also have a PTO driven gearbox versus a hydraulic system powered by our skid loader. This means the Kooima Ag set-up will have fewer moving components to wear out or break down, hopefully requiring less maintenance.

Below are several pictures of the Kooima Ag unit attached to our skid steer in action at our compost facility:

The existing compost turner will be surplused and disassembled so most can be sold as scrap with the other parts being disposed of.

Attachment: Quote

i:\public works\council items\2023\compost turner purchase\memo_compost turner_23 11 27.docx

KOOIMA AG

KOOIMA AG
2642 ROCK RIDGE RD
ROCK VALLEY, IA 51247
Phone: (800) 522-8874
Fax: (712) 201-0819
Sales@kooimaag.com
www.kooimaag.com

INVOICE	45889
Date	11/14/2023
Due Date	12/14/2023
Page	1

BILL TO:
CITY OF MARSHALLTOWN
RICK LEGG
905 E MAIN ST
MARSHALLTOWN, IA 50158-2135
USA

SHIP TO:
CITY OF MARSHALLTOWN
RICK LEGG
905 E MAIN ST
MARSHALLTOWN, IA 50158-2135
USA

Purchase Order No.	Customer ID	Shipping Method	Payment Terms	Order No.
RICK LEGG	7545701	DELIVERED	NET 30	47552

Ship Via	DELIVERED	Tracking #	

Ordered	Shipped	B/O	Item Number	Description	Unit Price	Ext. Price
1	1		CT0800	SKID TRNER (SN 080080)	$19,000.00	$19,000.00
				PATENT#10,617,061,11,753,351, Can. Pat. 3,020,147		

Machine was delivered for a demo of the unit.
If we decide to purchase, we can proceed to pay from this invoice.
If we decide to pursue other options, city staff will deliver the equipment back to Rock Valley and only owe the demo cost of $500.
~Heather

Subtotal	$19,000.00
Misc Charge	$0.00
Freight	$0.00
Trade Discount	$0.00
Total	$19000.00
Payment Rec'd	$0.00
Balance Due	$19,000.00

2023-240

RESOLUTION APPROVING THE FY23 ANNUAL URBAN RENEWAL REPORT FOR THE CITY OF MARSHALLTOWN

WHEREAS, the City's Finance Staff have completed the FY2023 Annual Urban Renewal Report; and

WHEREAS, the Council must approve the report; and

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

THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA: to approve the FY2023 Annual Urban Renewal Report.

Passed this 27th day of November 2023, and signed this _____ day of November 2023.

CITY OF MARSHALLTOWN, IOWA

____
Joel Greer, Mayor

ATTEST:

____
Alicia Hunter, City Clerk

MARSHALLTOWN
IOWA

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

TO: Mayor Greer and City Council
FROM: Diana Steiner, Finance Director
DATE: November 21, 2023
RE: FY2023 Annual Urban Renewal Report (AURR)

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: N/A.

Recommendation: Staff recommend approving the FY2023 Annual Urban Renewal Report (AURR). This report is due to the Auditor of State by December 1, 2023. The report is filed electronically.

Budget Impact: N/A

Description/Background: The Finance Department has prepared the Fiscal Year 2023 AURR for your review. This report reflects the activity for the fiscal year that ended June 30, 2023. On page 1, you will notice the cash balance at the beginning of the year for all areas was $469,296 and the ending cash was $169,546. In a separate document, I have provided a recap of the cash balances, revenues, and expenditures for each Urban Renewal Area for the fiscal year.

Page 1 of the report also shows the TIF Debt Outstanding., which I have recapped for you below.

The pages following after that are divided by Urban Renewal Areas (shown as different colors on the top of the pages). For each URA, it shows the amount collected for TIF revenue and interest income, payments made for the bonds, developer agreements, and other expenses.

FY23 Outstanding TIF obligations per AURA report		
	Debt @ 6/30/23	Total by URA
URA2 (East Side)		
Menards Dev Agreement	840,079	
Marshalltown Company additions and infrastructure	2,900,000	
Bond payments	59,908	
Dorsey & Whitney legal fees	7,594	
Staff time	773	3,808,354
URA3 (South Side - Retail)		
Holiday Inn Dev Agreement	710,292	
Bobcat Academy Dev Agreement	57,842	
McFarland Dev Agreement	2,400,000	
Chamber (1 year @ $50K)	50,000	
Bond payments 2012A	62,070	
Bond payments 2020A	65,241	
Staff time	928	3,346,373
URA4 (Uptown)		
Regalado Grocery Dev Agreement	787,409	
Marshalltown Lofts Dev Agreement	575,000	
Goodman Restaurant Dev Agreement	175,000	
Façade/code incentive grants	199,359	
Bond payments	977,932	
Staff time	7,860	
Dorsey & Whitney legal fees	7,738	
Betty's Properties	1,600,000	
Willard-Hopkins	508,000	4,838,298
URA6		
Glenwood Marshalltown Dev Agree.	1,410,000	1,410,000
URA7		
Karl of Marshalltown LLC	1,800,000	
Staff time	3,022	1,803,022
Less ending cash	(169,546)	(169,546)
TOTAL TIF DEBT OUTSTANDING 6/30/2023	**15,036,501**	**15,036,501**

Levy Authority Summary

Local Government Name: MARSHALLTOWN
Local Government Number: 64G611

Active Urban Renewal Areas	U.R. #	# of Tif Taxing Districts
MARSHALLTOWN RETAIL CENTER URBAN RENEWAL	64008	3
MARSHALLTOWN ESIDE URBAN RENEWAL	64009	2
MARSHALLTOWN UPTOWN URBAN RENEWAL	64011	1
MARSHALLTOWN CITY/MARSHALLTOWN SCH/UR5	64166	1
MARSHALLTOWN CITY/MARSHALLTOWN SCH/UR 7	64167	0
MARSHALLTOWN URBAN RENEWAL UR 6	64901	0

TIF Debt Outstanding: **15,987,957**

TIF Sp. Rev. Fund Cash Balance as of 07-01-2022:	**469,296**	**0**	**Amount of 07-01-2022 Cash Balance Restricted for LMI**
TIF Revenue:	470,298		
TIF Sp. Revenue Fund Interest:	11,863		
Property Tax Replacement Claims	0		
Asset Sales & Loan Repayments:	0		
Total Revenue:	**482,161**		
Rebate Expenditures:	215,212		
Non-Rebate Expenditures:	566,699		
Returned to County Treasurer:	0		
Total Expenditures:	**781,911**		
TIF Sp. Rev. Fund Cash Balance as of 06-30-2023:	**169,546**	**0**	**Amount of 06-30-2023 Cash Balance Restricted for LMI**

Year-End Outstanding TIF Obligations, Net of TIF Special Revenue Fund Balance: **15,036,500**

Urban Renewal Area Data Collection

Local Government Name:	MARSHALLTOWN (64G611)
Urban Renewal Area:	MARSHALLTOWN RETAIL CENTER URBAN RENEWAL
UR Area Number:	64008
UR Area Creation Date:	02/1996
UR Area Purpose:	Area suffered from the impacts of blighting influences, including the absence of public improvements and utilities. Structures within the area showed varying degrees of deterioration. Many structure are in need of moderate to substantial rehabilitation.

Tax Districts within this Urban Renewal Area	**Base No.**	**Increment No.**	**Increment Value Used**
MARSHALLTOWN CITY AG/EAST MARSHALL SCH/MTOWN FIRE/RETAIL UR 2 TIF INCREM	640260	640261	0
MARSHALLTOWN CITY AG/MARSHALLTOWN SCH/MTOWN FIRE/RETAIL UR TIF INCREM	640264	640265	0
MARSHALLTOWN CITY/MARSHALLTOWN SCH/MTOWN FIRE/RETAIL UR TIF INCREM	640272	640273	3,230,908

Urban Renewal Area Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	379,430	11,233,492	113,503,824	184,105	0	-20,372	128,313,300	0	128,313,300
Taxable	337,848	6,080,708	102,153,443	165,695	0	-20,372	110,650,745	0	110,650,745
Homestead Credits									0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2022:	**42,051**	**0**	**Amount of 07-01-2022 Cash Balance Restricted for LMI**

TIF Revenue:	119,192
TIF Sp. Revenue Fund Interest:	1,125
Property Tax Replacement Claims	0
Asset Sales & Loan Repayments:	0
Total Revenue:	**120,317**
Rebate Expenditures:	59,128
Non-Rebate Expenditures:	92,620
Returned to County Treasurer:	0
Total Expenditures:	**151,748**

TIF Sp. Rev. Fund Cash Balance as of 06-30-2023:	**10,620**	**0**	**Amount of 06-30-2023 Cash Balance Restricted for LMI**

Projects For MARSHALLTOWN RETAIL CENTER URBAN RENEWAL

Olive Street

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

Marshalltown Chamber of Commerce

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

Bobcat Academy

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

Marshallgaam (Availa Bank)

Description:	Rebate of Taxes - Holiday Inn Express
Classification:	Commercial - hotels and conference centers
Physically Complete:	Yes
Payments Complete:	No

McFarland Medical Clinic

Description:	Rebate of Taxes - McFarland Clinic
Classification:	Commercial-Medical
Physically Complete:	Yes
Payments Complete:	No

Legal bills

Description:	URA3 Southside
Classification:	Administrative expenses
Physically Complete:	Yes
Payments Complete:	Yes

Debts/Obligations For MARSHALLTOWN RETAIL CENTER URBAN RENEWAL

2012A Esstnl Corp Purpose

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	92,000
Interest:	4,060
Total:	96,060
Annual Appropriation?:	No
Date Incurred:	04/12/2012
FY of Last Payment:	2025

Marshalltown Area Chamber of Commerce

Debt/Obligation Type:	Internal Loans
Principal:	100,000
Interest:	0
Total:	100,000
Annual Appropriation?:	Yes
Date Incurred:	11/25/2019
FY of Last Payment:	2024

Bobcat Academy

Debt/Obligation Type:	Rebates
Principal:	69,798
Interest:	0
Total:	69,798
Annual Appropriation?:	No
Date Incurred:	09/14/2015
FY of Last Payment:	2024

Marshallgaam(Holiday Inn Express)

Debt/Obligation Type:	Rebates
Principal:	757,463
Interest:	0
Total:	757,463
Annual Appropriation?:	No
Date Incurred:	10/24/2016
FY of Last Payment:	2033

2020A GO refunding 2012A partial

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	63,040
Interest:	2,831
Total:	65,871
Annual Appropriation?:	No
Date Incurred:	09/28/2020
FY of Last Payment:	2027

McFarland Clinic

Debt/Obligation Type:	Rebates
Principal:	2,400,000

Interest:	0
Total:	2,400,000
Annual Appropriation?:	Yes
Date Incurred:	12/28/2020
FY of Last Payment:	2032

Legal bills

Debt/Obligation Type:	Internal Loans
Principal:	8,000
Interest:	0
Total:	8,000
Annual Appropriation?:	Yes
Date Incurred:	11/22/2021
FY of Last Payment:	2023

Staff time for administration

Debt/Obligation Type:	Internal Loans
Principal:	928
Interest:	0
Total:	928
Annual Appropriation?:	Yes
Date Incurred:	11/28/2022
FY of Last Payment:	2024

Non-Rebates For MARSHALLTOWN RETAIL CENTER URBAN RENEWAL

TIF Expenditure Amount:	33,990
Tied To Debt:	2012A Esstnl Corp Purpose
Tied To Project:	Olive Street

TIF Expenditure Amount:	50,000
Tied To Debt:	Marshalltown Area Chamber of Commerce
Tied To Project:	Marshalltown Chamber of Commerce

TIF Expenditure Amount:	630
Tied To Debt:	2020A GO refunding 2012A partial
Tied To Project:	Olive Street

TIF Expenditure Amount:	8,000
Tied To Debt:	Legal bills
Tied To Project:	McFarland Medical Clinic

Rebates For MARSHALLTOWN RETAIL CENTER URBAN RENEWAL

1910 S Center Street

TIF Expenditure Amount:	11,957
Rebate Paid To:	Teamwork-1
Tied To Debt:	Bobcat Academy
Tied To Project:	Bobcat Academy
Projected Final FY of Rebate:	2024

3401 S 2nd Street

TIF Expenditure Amount:	47,171
Rebate Paid To:	Marshallgaam
Tied To Debt:	Marshallgaam(Holiday Inn Express)
Tied To Project:	Marshallgaam (Availa Bank)
Projected Final FY of Rebate:	2030

421 E. Merle Hibbs Blvd

TIF Expenditure Amount:	0
Rebate Paid To:	McFarland Clinic
Tied To Debt:	McFarland Clinic
Tied To Project:	McFarland Medical Clinic
Projected Final FY of Rebate:	2035

Jobs For MARSHALLTOWN RETAIL CENTER URBAN RENEWAL

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

TIF Taxing District Data Collection

Local Government Name: MARSHALLTOWN (64G611)
Urban Renewal Area: MARSHALLTOWN RETAIL CENTER URBAN RENEWAL (64008)
TIF Taxing District Name: MARSHALLTOWN CITY AG/EAST MARSHALL SCH/MTOWN FIRE/RETAIL UR 2 TIF INCREM
TIF Taxing District Inc. Number: 640261
TIF Taxing District Base Year: 2006
FY TIF Revenue First Received:
Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	44,900	0	0	0	0	0	44,900	0	44,900
Taxable	39,979	0	0	0	0	0	39,979	0	39,979
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2023	1,765,000	0	0	0	0

FY 2023 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: MARSHALLTOWN (64G611)
Urban Renewal Area: MARSHALLTOWN RETAIL CENTER URBAN RENEWAL (64008)
TIF Taxing District Name: MARSHALLTOWN CITY AG/MARSHALLTOWN SCH/MTOWN FIRE/RETAIL UR TIF INCREM
TIF Taxing District Inc. Number: 640265
TIF Taxing District Base Year: 1996
FY TIF Revenue First Received:
Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	334,530	0	0	0	0	0	334,530	0	334,530
Taxable	297,869	0	0	0	0	0	297,869	0	297,869
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2023	30,128,600	0	0	0	0

FY 2023 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name:	MARSHALLTOWN (64G611)
Urban Renewal Area:	MARSHALLTOWN RETAIL CENTER URBAN RENEWAL (64008)
TIF Taxing District Name:	MARSHALLTOWN CITY/MARSHALLTOWN SCH/MTOWN FIRE/RETAIL UR TIF INCREM
TIF Taxing District Inc. Number:	640273
TIF Taxing District Base Year:	1996
FY TIF Revenue First Received:	0
Subject to a Statutory end date?	No

	UR Designation
Slum	No
Blighted	02/1996
Economic Development	No

TIF Taxing District Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	11,233,492	113,503,824	184,105	0	-20,372	127,933,870	0	127,933,870
Taxable	0	6,080,708	102,153,443	165,695	0	-20,372	110,312,897	0	110,312,897
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2023	4,512,539,900	0	3,230,908	-3,230,908	-119,898

FY 2023 TIF Revenue Received: 119,192

Urban Renewal Area Data Collection

Local Government Name:	MARSHALLTOWN (64G611)
Urban Renewal Area:	MARSHALLTOWN ESIDE URBAN RENEWAL
UR Area Number:	64009
UR Area Creation Date:	05/1993
UR Area Purpose:	Create a public/private partnership which will stimulate and facilitate residential, commercial and industrial redevelopment in the area. Strengthen the economy by enhancing the tax base. Create employment opportunities. Encourage expansion.

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
MARSHALLTOWN CITY AG/MARSHALLTOWN SCHOOL/MTOWN FIRE/ESIDE UR TIF INCREM	640262	640263	0
MARSHALLTOWN CITY/MARSHALLTOWN SCH/MTOWN FIRE/ESIDE UR TIF INCREM	640266	640267	6,143,282

Urban Renewal Area Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	931,170	29,327,640	33,793,595	52,404,397	0	-57,412	116,537,345	0	116,537,345
Taxable	829,125	15,875,115	30,414,236	47,163,957	0	-57,412	94,312,967	0	94,312,967
Homestead Credits									0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2022:	**-2,163**	**0**	**Amount of 07-01-2022 Cash Balance Restricted for LMI**

TIF Revenue:	220,002
TIF Sp. Revenue Fund Interest:	1,540
Property Tax Replacement Claims	0
Asset Sales & Loan Repayments:	0
Total Revenue:	**221,542**
Rebate Expenditures:	93,493
Non-Rebate Expenditures:	133,475
Returned to County Treasurer:	0
Total Expenditures:	**226,968**

TIF Sp. Rev. Fund Cash Balance as of 06-30-2023:	**-7,589**	**0**	**Amount of 06-30-2023 Cash Balance Restricted for LMI**

Projects For MARSHALLTOWN ESIDE URBAN RENEWAL

Menards Manufacturing

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

SE South Street Ext

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

Marshalltown Company Demo

Description:	Demolition of building 811 E. Main St.
Classification:	Industrial/manufacturing property
Physically Complete:	Yes
Payments Complete:	Yes

Administrative

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

Marshalltown Company

Description:	Building additions and public infrastructure
Classification:	Industrial/manufacturing property
Physically Complete:	No
Payments Complete:	No

Debts/Obligations For MARSHALLTOWN ESIDE URBAN RENEWAL

Menards

Debt/Obligation Type:	Rebates
Principal:	933,572
Interest:	0
Total:	933,572
Annual Appropriation?:	No
Date Incurred:	01/26/2015
FY of Last Payment:	2034

2015 A Bond Issue

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	147,510
Interest:	5,130
Total:	152,640
Annual Appropriation?:	No
Date Incurred:	11/24/2015
FY of Last Payment:	2024

Marshalltown Company Demo

Debt/Obligation Type:	Internal Loans
Principal:	39,243
Interest:	0
Total:	39,243
Annual Appropriation?:	Yes
Date Incurred:	02/22/2021
FY of Last Payment:	2023

Administrative

Debt/Obligation Type:	Internal Loans
Principal:	1,500
Interest:	0
Total:	1,500
Annual Appropriation?:	Yes
Date Incurred:	11/23/2020
FY of Last Payment:	2023

Marshalltown Co. Additions/Infrastructure

Debt/Obligation Type:	Rebates
Principal:	2,900,000
Interest:	0
Total:	2,900,000
Annual Appropriation?:	Yes
Date Incurred:	11/29/2022
FY of Last Payment:	2033

Legal fees

Debt/Obligation Type:	Internal Loans
Principal:	7,594
Interest:	0

Total:	7,594
Annual Appropriation?:	Yes
Date Incurred:	11/29/2022
FY of Last Payment:	2024

City staff administrative time

Debt/Obligation Type:	Internal Loans
Principal:	773
Interest:	0
Total:	773
Annual Appropriation?:	Yes
Date Incurred:	11/28/2022
FY of Last Payment:	2024

Non-Rebates For MARSHALLTOWN ESIDE URBAN RENEWAL

TIF Expenditure Amount:	92,732
Tied To Debt:	2015 A Bond Issue
Tied To Project:	SE South Street Ext

TIF Expenditure Amount:	39,243
Tied To Debt:	Marshalltown Company Demo
Tied To Project:	Marshalltown Company Demo

TIF Expenditure Amount:	1,500
Tied To Debt:	Administrative
Tied To Project:	Marshalltown Company Demo

Rebates For MARSHALLTOWN ESIDE URBAN RENEWAL

2001 S. 18th Ave.

TIF Expenditure Amount:	93,493
Rebate Paid To:	Menards
Tied To Debt:	Menards
Tied To Project:	Menards Manufacturing
Projected Final FY of Rebate:	2034

Jobs For MARSHALLTOWN ESIDE URBAN RENEWAL

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

TIF Taxing District Data Collection

Local Government Name: MARSHALLTOWN (64G611)
Urban Renewal Area: MARSHALLTOWN ESIDE URBAN RENEWAL (64009)
TIF Taxing District Name: MARSHALLTOWN CITY AG/MARSHALLTOWN SCHOOL/MTOWN FIRE/ESIDE UR TIF INCREM
TIF Taxing District Inc. Number: 640263

TIF Taxing District Base Year: 1992
FY TIF Revenue First Received:
Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	931,170	0	0	0	0	0	931,170	0	931,170
Taxable	829,125	0	0	0	0	0	829,125	0	829,125
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2023	136,395,000	0	0	0	0

FY 2023 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: MARSHALLTOWN (64G611)
Urban Renewal Area: MARSHALLTOWN ESIDE URBAN RENEWAL (64009)
TIF Taxing District Name: MARSHALLTOWN CITY/MARSHALLTOWN SCH/MTOWN FIRE/ESIDE UR TIF INCREM
TIF Taxing District Inc. Number: 640267

TIF Taxing District Base Year: 1992
FY TIF Revenue First Received: 0
Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	29,327,640	33,793,595	52,404,397	0	-57,412	115,606,175	0	115,606,175
Taxable	0	15,875,115	30,414,236	47,163,957	0	-57,412	93,483,842	0	93,483,842
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2023	4,554,230,900	0	6,143,282	-6,143,282	-227,976

FY 2023 TIF Revenue Received: 220,002

Urban Renewal Area Data Collection

Local Government Name:	MARSHALLTOWN (64G611)
Urban Renewal Area:	MARSHALLTOWN UPTOWN URBAN RENEWAL
UR Area Number:	64011
UR Area Creation Date:	06/1998
UR Area Purpose:	With the use of taxes and private funding the City wishes to implement the Marshalltown Downtown Vision Plan by strengthening the economy by attracting developers, creating greater job opportunities and a stronger tax base to help support the tax base.

Tax Districts within this Urban Renewal Area

	Base No.	Increment No.	Increment Value Used
MARSHALLTOWN CITY/MARSHALLTOWN SCH/MTOWN FIRE/UPTOWN UR TIF INCREM	640268	640269	3,662,033

Urban Renewal Area Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	21,887,550	50,943,739	13,464,715	0	-37,040	91,650,530	0	91,650,530
Taxable	0	11,847,765	45,849,366	12,118,244	0	-37,040	73,215,478	0	73,215,478
Homestead Credits									0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2022:	**429,408**	**0**	**Amount of 07-01-2022 Cash Balance Restricted for LMI**
TIF Revenue:	131,104		
TIF Sp. Revenue Fund Interest:	9,198		
Property Tax Replacement Claims	0		
Asset Sales & Loan Repayments:	0		
Total Revenue:	**140,302**		
Rebate Expenditures:	62,591		
Non-Rebate Expenditures:	340,604		
Returned to County Treasurer:	0		
Total Expenditures:	**403,195**		
TIF Sp. Rev. Fund Cash Balance as of 06-30-2023:	**166,515**	**0**	**Amount of 06-30-2023 Cash Balance Restricted for LMI**

Projects For MARSHALLTOWN UPTOWN URBAN RENEWAL

Madison Street

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

Facade & Code Upgrade

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

Central Business District

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

Administrative

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

Marshalltown Lofts

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

Regalado - Grocery & Restaurant

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

Goodman - Restaurant

Description:	Restaurant
Classification:	Commercial - retail
Physically Complete:	No
Payments Complete:	No

Willard-Hopkins

Description:	Remodel multi-residential & commercial

Classification:	Commercial - office properties
Physically Complete:	No
Payments Complete:	No

Betty's Properties

Description:	Pharmacy building
Classification:	Commercial-Medical
Physically Complete:	No
Payments Complete:	No

Debts/Obligations For MARSHALLTOWN UPTOWN URBAN RENEWAL

2012A Bond Issue

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	483,000
Interest:	21,315
Total:	504,315
Annual Appropriation?:	No
Date Incurred:	04/12/2012
FY of Last Payment:	2025

Central Bus District-Main Street

Debt/Obligation Type:	Internal Loans
Principal:	40,000
Interest:	0
Total:	40,000
Annual Appropriation?:	Yes
Date Incurred:	11/22/2021
FY of Last Payment:	2023

Facade and Code Upgrade

Debt/Obligation Type:	Internal Loans
Principal:	240,951
Interest:	0
Total:	240,951
Annual Appropriation?:	Yes
Date Incurred:	11/28/2022
FY of Last Payment:	2024

Flint Hills Holding-M'town Lofts

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

Jose Angel Regalado

Debt/Obligation Type:	Rebates
Principal:	850,000
Interest:	0
Total:	850,000
Annual Appropriation?:	Yes
Date Incurred:	10/14/2019
FY of Last Payment:	2032

Administration-legal fees

Debt/Obligation Type:	Internal Loans
Principal:	7,738
Interest:	0

Total:	7,738
Annual Appropriation?:	Yes
Date Incurred:	11/28/2022
FY of Last Payment:	2024

2020A refunding 2012A

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	330,960
Interest:	14,864
Total:	345,824
Annual Appropriation?:	No
Date Incurred:	09/28/2020
FY of Last Payment:	2027

2020A refunding 2011B

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	375,500
Interest:	11,305
Total:	386,805
Annual Appropriation?:	No
Date Incurred:	09/28/2020
FY of Last Payment:	2027

Dani & Garrett Goodman

Debt/Obligation Type:	Rebates
Principal:	175,000
Interest:	0
Total:	175,000
Annual Appropriation?:	Yes
Date Incurred:	01/27/2020
FY of Last Payment:	2035

Betty's Properties

Debt/Obligation Type:	Rebates
Principal:	1,600,000
Interest:	0
Total:	1,600,000
Annual Appropriation?:	Yes
Date Incurred:	03/28/2023
FY of Last Payment:	2034

City staff administrative time

Debt/Obligation Type:	Internal Loans
Principal:	7,860
Interest:	0
Total:	7,860
Annual Appropriation?:	Yes
Date Incurred:	11/28/2022
FY of Last Payment:	2024

Willard-Hopkins

Debt/Obligation Type:	Rebates
Principal:	508,000
Interest:	0
Total:	508,000

Annual Appropriation?:	Yes
Date Incurred:	11/28/2022
FY of Last Payment:	2028

Non-Rebates For MARSHALLTOWN UPTOWN URBAN RENEWAL

TIF Expenditure Amount:	41,592
Tied To Debt:	Facade and Code Upgrade
Tied To Project:	Facade & Code Upgrade

TIF Expenditure Amount:	40,000
Tied To Debt:	Central Bus District-Main Street
Tied To Project:	Central Business District

TIF Expenditure Amount:	178,447
Tied To Debt:	2012A Bond Issue
Tied To Project:	Madison Street

TIF Expenditure Amount:	0
Tied To Debt:	Administration-legal fees
Tied To Project:	Administrative

TIF Expenditure Amount:	3,310
Tied To Debt:	2020A refunding 2012A
Tied To Project:	Madison Street

TIF Expenditure Amount:	77,255
Tied To Debt:	2020A refunding 2011B
Tied To Project:	Madison Street

Rebates For MARSHALLTOWN UPTOWN URBAN RENEWAL

31, 35 N Center & 7 1/2 East

TIF Expenditure Amount:	0
Rebate Paid To:	Dani & Garrett Goodman
Tied To Debt:	Dani & Garrett Goodman
Tied To Project:	Goodman - Restaurant
Projected Final FY of Rebate:	2035

107 N. Center

TIF Expenditure Amount:	62,591
Rebate Paid To:	Jose Angel Regalado
Tied To Debt:	Jose Angel Regalado
Tied To Project:	Regalado - Grocery & Restaurant
Projected Final FY of Rebate:	2032

TIF Taxing District Data Collection

Local Government Name:	MARSHALLTOWN (64G611)
Urban Renewal Area:	MARSHALLTOWN UPTOWN URBAN RENEWAL (64011)
TIF Taxing District Name:	MARSHALLTOWN CITY/MARSHALLTOWN SCH/MTOWN FIRE/UPTOWN UR TIF INCREM
TIF Taxing District Inc. Number:	640269
TIF Taxing District Base Year:	1997
FY TIF Revenue First Received:	0
Subject to a Statutory end date?	No

	UR Designation
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	21,887,550	50,943,739	13,464,715	0	-37,040	91,650,530	0	91,650,530
Taxable	0	11,847,765	45,849,366	12,118,244	0	-37,040	73,215,478	0	73,215,478
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2023	44,758,296	46,929,274	3,662,033	43,267,241	1,605,639

FY 2023 TIF Revenue Received: 131,104

Urban Renewal Area Data Collection

Local Government Name:	MARSHALLTOWN (64G611)
Urban Renewal Area:	MARSHALLTOWN CITY/MARSHALLTOWN SCH/UR5
UR Area Number:	64166
UR Area Creation Date:	09/2016
UR Area Purpose:	Promote economic growth by encouraging residential development for low to middle income residents. This will create a mechanism for financing the construction of needed infrastructure and residential development. This will also strengthen the tax base.

Tax Districts within this Urban Renewal Area

	Base No.	Increment No.	Increment Value Used
MARSHALLTOWN CITY/MARSHALLTOWN SCH/MTOWN FIRE/UR 5 TIF INCREM	640270	640271	0

Urban Renewal Area Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	1,407,510	38,420	0	0	-3,704	3,942,146	0	3,942,146
Taxable	0	761,885	34,578	0	0	-3,704	2,386,458	0	2,386,458
Homestead Credits									0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2022:	**0**	**0**	**Amount of 07-01-2022 Cash Balance Restricted for LMI**

TIF Revenue:	0
TIF Sp. Revenue Fund Interest:	0
Property Tax Replacement Claims	0
Asset Sales & Loan Repayments:	0
Total Revenue:	**0**
Rebate Expenditures:	0
Non-Rebate Expenditures:	0
Returned to County Treasurer:	0
Total Expenditures:	**0**

TIF Sp. Rev. Fund Cash Balance as of 06-30-2023:	**0**	**0**	**Amount of 06-30-2023 Cash Balance Restricted for LMI**

Projects For MARSHALLTOWN CITY/MARSHALLTOWN SCH/UR5

Townhomes

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

Income Housing For MARSHALLTOWN CITY/MARSHALLTOWN SCH/UR5

Amount of FY 2023 expenditures that provide or aid in the provision of public improvements related to housing and residential development:	0

Lots for low and moderate income housing:	0
Construction of low and moderate income housing:	0
Grants, credits or other direct assistance to low and moderate income families:	0
Payments to a low and moderate income housing fund established by the municipality, including matching funds for any state or federal moneys used for such purposes:	0
Other low and moderate income housing assistance:	0

TIF Taxing District Data Collection

Local Government Name:	MARSHALLTOWN (64G611)
Urban Renewal Area:	MARSHALLTOWN CITY/MARSHALLTOWN SCH/UR5 (64166)
TIF Taxing District Name:	MARSHALLTOWN CITY/MARSHALLTOWN SCH/MTOWN FIRE/UR 5 TIF INCREM
TIF Taxing District Inc. Number:	640271
TIF Taxing District Base Year:	2016
FY TIF Revenue First Received:	
Subject to a Statutory end date?	No

	UR Designation
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	1,407,510	38,420	0	0	-3,704	3,942,146	0	3,942,146
Taxable	0	761,885	34,578	0	0	-3,704	2,386,458	0	2,386,458
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2023	114,046,000	0	0	0	0

FY 2023 TIF Revenue Received: 0

Urban Renewal Area Data Collection

Local Government Name:	MARSHALLTOWN (64G611)
Urban Renewal Area:	MARSHALLTOWN CITY/MARSHALLTOWN SCH/UR 7
UR Area Number:	64167
UR Area Creation Date:	09/2022
UR Area Purpose:	Alleviating Blighted Conditions and promoting economic growth through the encouragement of commercial, industrial and residential development in such area.

Tax Districts within this Urban Renewal Area	**Base No.**	**Increment No.**	**Increment Value Used**

Urban Renewal Area Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2022:	**0**	**0**	**Amount of 07-01-2022 Cash Balance Restricted for LMI**

TIF Revenue:	0
TIF Sp. Revenue Fund Interest:	0
Property Tax Replacement Claims	0
Asset Sales & Loan Repayments:	0
Total Revenue:	**0**
Rebate Expenditures:	0
Non-Rebate Expenditures:	0
Returned to County Treasurer:	0
Total Expenditures:	**0**

TIF Sp. Rev. Fund Cash Balance as of 06-30-2023:	**0**	**0**	**Amount of 06-30-2023 Cash Balance Restricted for LMI**

Projects For MARSHALLTOWN CITY/MARSHALLTOWN SCH/UR 7

Karl's of Marshalltown LLC

Description:	Remodel existing building and construct new building
Classification:	Commercial - retail
Physically Complete:	No
Payments Complete:	No

Debts/Obligations For MARSHALLTOWN CITY/MARSHALLTOWN SCH/UR 7

Karl of Marshalltown LLC

Debt/Obligation Type:	Rebates
Principal:	1,800,000
Interest:	0
Total:	1,800,000
Annual Appropriation?:	Yes
Date Incurred:	10/11/2022
FY of Last Payment:	2035

Staff Administrative time

Debt/Obligation Type:	Internal Loans
Principal:	3,022
Interest:	0
Total:	3,022
Annual Appropriation?:	Yes
Date Incurred:	11/28/2022
FY of Last Payment:	2024

Urban Renewal Area Data Collection

Local Government Name:	MARSHALLTOWN (64G611)
Urban Renewal Area:	MARSHALLTOWN URBAN RENEWAL UR 6
UR Area Number:	64901
UR Area Creation Date:	04/2021
UR Area Purpose:	The primary goal of this Plan is to stimulate, through public involvement and commitment, private investment in new housing and residential development as defined in the Code of Iowa Section 403.17(12).

Tax Districts within this Urban Renewal Area

	Base No.	Increment No.	Increment Value Used

Urban Renewal Area Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2022:	**0**	**0**	**Amount of 07-01-2022 Cash Balance Restricted for LMI**

TIF Revenue:	0
TIF Sp. Revenue Fund Interest:	0
Property Tax Replacement Claims	0
Asset Sales & Loan Repayments:	0
Total Revenue:	**0**
Rebate Expenditures:	0
Non-Rebate Expenditures:	0
Returned to County Treasurer:	0
Total Expenditures:	**0**

TIF Sp. Rev. Fund Cash Balance as of 06-30-2023:	**0**	**0**	**Amount of 06-30-2023 Cash Balance Restricted for LMI**

Projects For MARSHALLTOWN URBAN RENEWAL UR 6

Glenwood Marshalltown LLC

Description:	42 single-family units and 4 multi-family & infrastructure
Classification:	Low and Moderate Income Housing
Physically Complete:	No
Payments Complete:	No

Debts/Obligations For MARSHALLTOWN URBAN RENEWAL UR 6

Glenwood Marshalltown LLC

Debt/Obligation Type:	Rebates
Principal:	1,410,000
Interest:	0
Total:	1,410,000
Annual Appropriation?:	Yes
Date Incurred:	04/27/2021
FY of Last Payment:	2034

Rebates For MARSHALLTOWN URBAN RENEWAL UR 6

Glenwood Park

TIF Expenditure Amount:	0
Rebate Paid To:	Glenwood Marshalltown LLC
Tied To Debt:	Glenwood Marshalltown LLC
Tied To Project:	Glenwood Marshalltown LLC
Projected Final FY of Rebate:	2034

Income Housing For MARSHALLTOWN URBAN RENEWAL UR 6

Amount of FY 2023 expenditures that provide or aid in the provision of public improvements related to housing and residential development:	0

Lots for low and moderate income housing:	0
Construction of low and moderate income housing:	0
Grants, credits or other direct assistance to low and moderate income families:	0
Payments to a low and moderate income housing fund established by the municipality, including matching funds for any state or federal moneys used for such purposes:	0
Other low and moderate income housing assistance:	0

TIF Fund 125	East Side 32301	Southside 32201 Retail	Uptown 32401	TOTAL FUND 125
Ending Cash Balance 6/30/2022	(2,162.75)	42,050.72	429,407.72	469,295.69
Add revenues:				
Property taxes	220,001.77	119,191.66	131,104.48	470,297.91
Interest	1,540.38	1,125.63	9,197.53	11,863.54
	--------------	--------------	--------------	--------------
	221,542.15	120,317.29	140,302.01	482,161.45
Subtract Expenses:				
2020A Bonds		630.40	80,564.60	81,195.00
2012A Bonds		33,990.00	178,447.50	212,437.50
2015 Bonds	92,732.00			92,732.00
Dorsey & Whitney Inv 3651801 3/23/21 (	1,500.00	8,000.00		9,500.00
				-
MCBD Main Street			40,000.00	40,000.00
210 E. Main St. code (Deim Holdings)			5,342.55	5,342.55
32 E. Main/* N 1st Sports Plus & InStitches			8,558.75	8,558.75
4 E. Main (Zamora's Facade)			12,500.00	12,500.00
202 E. Church St (REM)			15,190.91	15,190.91
Chamber $50:$250K		50,000.00		50,000.00
GF:Marshalltown Company FY21: $70K+F	39,242.75			39,242.75
Marshallgaam:Holiday Inn	-	47,170.74		47,170.74
Menards	93,492.94			93,492.94
Teamwork-1 for Bobcat Academy		11,957.49		11,957.49
Regalado - Grocery store		-	62,590.74	62,590.74
	--------------	--------------	--------------	--------------
	226,967.69	151,748.63	403,195.05	781,911.37
Ending Cash Balance 6/30/2023	(7,588.29)	10,619.38	166,514.68	169,545.77

2023-241

RESOLUTION TRANSFERRING FUNDS FOR FISCAL YEAR 2023 THROUGH JUNE 30, 2023

WHEREAS, the fiscal year 2023 budget provides for certain transfers between funds; and,

WHEREAS, the books should now indicate appropriate transfers;

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

that the Finance Director be directed to make said transfers as follows:

Fund	Transferred From	Fund	Transferred To	Explanation of activity	Per Adopted Budget	Budget Amendment #1	Total Cash Transfers through June 30, 2023.	Remaining Budget Available
001	General fund	690	Transit	Property taxes collected in general (as required) with the cash being transferred to the transit enterprise fund	$ 250,000	$ 250,000	$ 251,056.44	$ (1,056.44)
001	General fund	392	TIF District III Capital Projects	Move Project exp to correct fund	$ -	$ 166	$ 165.57	$ 0.43
001	General fund	355	D&D Fund	Landfill revenue in excess of expenses for prior fiscal year	$ 20,000	$ 20,000	$ 26,541.65	$ (6,541.65)
001	General fund	110	Road use tax fund	Prior year Expenses Recorded in the RUT Fund that are Gen Fund Expenditures	$ -	$ 2,232	$ 2,231.36	$ 0.64
030	Capital Reserve	132	Grants: State and Local	City Project Expenese, Elks Park	$ 110,000		$ -	$ -
031	Capital Reserve - Building Maint	133	Undesignated Federal Grants	City Portion of Project Expenses	$ 33,750			$ -
110	Road use tax fund	001	General	Reimbursement to general fund for employee wages associated with the public works department	$ 1,211,244	$ 1,142,933	$ 1,036,556.13	$ 106,376.87
110	Road use tax fund	362	2020A GO Bonds	City Portion of Project Costs	$ 375,223		$ -	$ -
110	Road use tax fund	395	Economic Development Project Fund	City Portion of Project Costs (South 7th Ave. Extension)	$ 428,520	$ 149,881	$ 67,203.90	$ 82,677.10
110	Road use tax fund	311	RISE Street Grants	City Portion of Project Costs (Edgewood Extension)	$ -	$ 104,620	$ -	$ 104,620.00
112	Employee benefits fund	001	General	Reimbursement to general fund for employee benefits: FICA, IPERS, group health insurance, workers comp, retirees health savings contributions (non-union payout in lieu of sick and vacation based upon guidelines for payouts)	$ 2,935,235	$ 2,879,914	$ 2,659,659.29	$ 220,254.71
117	Police & fire retirement	001	General	Reimbursement to general fund for civil service retirement payments to Municipal Fire & Police Retirement System of Iowa (MFPRSI)	$ 1,200,148	$ 1,171,154	$ 1,178,800.38	$ (7,646.38)
119	Emergency Levy Fund	001	General	Property taxes collected in Emergency fund with the cash being transferred to the general fund	$ 255,879	$ 255,900	$ 254,836.51	$ 1,063.49
121	Local Option Sales Tax	001	General	Inflationary Payment Funding for General Fund employees	$ -	$ 126,160	$ 126,160.00	$ -
121	LOST - Council Desig -Cash Reserves	010	Cash Flow Reserve Fund	Transfer to have Reserve Fund at 16% of Fund 001 budgeted expenses	$ 91,512	$ 91,512	$ 91,512.00	$ -

Fund	Transferred From	Fund	Transferred To	Explanation of activity	Per Adopted Budget	Budget Amendment #1	Total Cash Transfers through June 30, 2023.	Remaining Budget Available
121	LOST - Council Desig -Cash Reserves	132	Grants: State and Local	Downtown Revitalization	$ 220,000	$ 92,091	$ -	$ 92,091.00
121	LOST - Council Desig -Cash Reserves	183	EDI	Close Out grant and associated expenses		$ 12,364	$ 12,364.25	$ (0.25)
121	Local Option Sales Tax	200	Debt Service Fund	Property tax relief from local option sales tax (LOST) collected	$ 3,641,775	$ 3,641,775	$ 3,641,775.00	$ -
121	LOST - Council Desig -Cash Reserves	611	WPCP	Inflationary Payment Funding for Enterprise Funds		$ 18,580	$ 18,580.00	$ -
121	LOST - Council Desig -Cash Reserves	690	Transit	Inflationary Payment Funding for Enterprise Funds		$ 8,090	$ 8,090.00	$ -
121	LOST - Council Desig -Cash Reserves	740	Storm Sewer Utility	Inflationary Payment Funding for Enterprise Funds		$ 4,170	$ 4,170.00	$ -
121	LOST - Storm Sewer/Street Improvements	311	RISE Street Grants	City Portion of Project Costs (Edgewood Extension)	$ 689,030	$ 1,053,079	$ 129,880.78	$ 923,198.22
121	LOST - Council Desig -Cash Reserves	340	Bike Path Project	Bike trail engineering and design		$ 56,599	$ 36,349.00	$ 20,250.00
121	LOST - Council Desig -Cash Reserves	363	GO BOND 2021	E. Main St. reconstruction		$ 128,026	$ -	$ 128,026.00
121	LOST - Council Desig -Cash Reserves	364	GO BOND 2022	Lincoln Way concrete patch		$ 100,000	$ -	$ 100,000.00
121	LOST - Storm Sewer/Street Improvements	395	Economic Development Project Fund	City Portion of Project Costs	$ 284,235	$ 284,235	$ 284,237.00	$ (2.00)
125	TIF tax collection fund	001	General	Legal and Façade/code project expenses paid by general fund. Cash is transferred from TIF fund where the property taxes are collected.	$ 188,743	$ 372,694	$ 180,334.96	$ 192,359.04
125	TIF tax collection fund	200	Debt Service Fund	To Pay for TIF portion of GO Debt	$ 386,365	$ 386,365	$ 386,364.50	$ 0.50
130	P&R Donation Fund	140	P&R Donation Fund			$ 41,614	$ -	$ 41,614.00

Fund	Transferred From	Fund	Transferred To	Explanation of activity	Per Adopted Budget	Budget Amendment #1	Total Cash Transfers through June 30, 2023.	Remaining Budget Available
130	City Tort Liability	615	WPCP Plant & Improvement	Insurance Reimbursment For Project Expenses Recorded Project Fund.	$ -	$ 43,017	$ 43,016.27	$ 0.73
130	City Tort Liability	312	Airport capital project fund	Transfer Remaining Insurane Funds to Airport Project	$ -	$ 8,381	$ 8,380.38	$ 0.62
130	City Tort Liability	156	Fire Dept Donation Fund	Transfer Remaining Insurane Funds to Fire Donation Fund	$ -	$ 54,124	$ 54,123.90	$ 0.10
130	City Tort Liability	170	Fund 170	Library Donation Fund		$ 3,091	$ -	$ 3,091.00
140	P&R Donation Fund	760	P&R Concessions	Reimb pool painting originally paid out of fund 760	$ -	$ 20,000	$ -	$ 20,000.00
145	Tornado Fund	130	City Tort Liability	Tornado Related Expenditures	$ -	$ 7,450	$ 7,450.00	$ -
149	FEMA- Winds	130	City Tort Liability	Derecho Related Expenditures	$ -	$ 615	$ 614.96	$ 0.04
300	CIP Tax Collection Fund	030	Capital Improvement Reserve Fund	Capital expenditures paid from governmental capital reserve fund. Cash is transferred from the capital improvement levy funds where the property taxes were receipted.	$ 796,599	$ 889,510	$ 712,201.49	$ 177,308.51
300	CIP Tax Collection Fund	032	CIP Lg. Equip	Set aside funds for Fire Truck purchase in the future		$ 93,755	$ 93,755.00	$ -
360	2019 GO Bonds & Projects	110	Road use tax fund	Move Bond Proceeds to Corresponding Bond Projects	$ -	$ 245,729	$ 244,285.24	$ 1,443.76
360	2019 GO Bonds & Projects	363	2021 GO Bonds	Move Bond Proceeds to Corresponding Bond Projects	$ -	$ 246,090	$ 246,368.90	$ (278.90)
360	2019 GO Bonds & Projects	395	Economic Development Project Fund	Move Bond Proceeds to Corresponding Bond Projects	$ 104,300	$ 344,190	$ 344,190.08	$ (0.08)
363	2021 GO Bonds	360	2019 GO Bonds & Projects	Move Bond Proceeds to Corresponding Bond Projects (Sidewalk gap projects)		$ 25,065	$ 25,097.59	$ (32.59)
363	2021 GO Bonds	110	RUT	Move Bond Proceeds to Corresponding Bond Projects (Box culverts, Boon St.)		$ 352,323	$ 341,099.24	$ 11,223.76
363	2021 GO Bonds	395	Economic Development Project Fund	Move Bond Proceeds to Corresponding Bond Projects		$ 5,796	$ -	$ 5,796.00
364	2022 GO Bonds	355	D&D Fund	Move Bond Proceeds to cover D&D Expenditures as needed. Council approved reallocation after budget developed.	$ 600,000	$ -	$ -	$ -
389	American Rescue Plan	001	General Fund	Bring Fiscal Year General Fund Deficit to Zero (will only transfer at end of FY up to amount needed)	$ 288,147	$ 288,147	$ 87,069.56	$ 201,077.44
389	American Rescue Plan	311	RISE Street Grants	Edgewood Street of Project Costs	$ 850,000	$ 600,000	$ 546,203.80	$ 53,796.20
389	American Rescue Plan	363	2021 GO Bonds	State Street of Project Costs	$ 2,000,000			$ -

Fund	Transferred From	Fund	Transferred To	Explanation of activity	Per Adopted Budget	Budget Amendment #1	Total Cash Transfers through June 30, 2023.	Remaining Budget Available
392	TIF District III Capital Projects	110	Road use tax fund	Correct Previous Project Exp Funding by RUT.	$ -	$ 7,463	$ 7,463.47	$ (0.47)
610	WPCP	200	Debt Service Fund	Fund WPCP GO Bond Payments	$ 503,818	$ 503,818	$ 503,818.00	$ -
611	WPCP	363	2021 GO Bonds	Sanitary Sewer Project Costs	$ 740,000			$ -
611	WPCP	395	Economic Development Project Fund	Sanitary Sewer Project Costs (S. 7th Ave)	$ 63,361	$ 74,610	$ 74,610.00	$ -
740	Storm Sewer Utility	200	Debt Service Fund	Fund Storm Sewer GO Bond Payments	$ 527,606	$ 527,606	$ 527,606.00	$ -
740	Storm Sewer Utility	363	2021 GO Bonds	Storm Sewer Costs for Project	$ 77,326	$ -		$ -
740	Storm Sewer Utility	395	Economic Development Project Fund	Storm Sewer Costs for Project	$ 236,405	$ 236,405	$ 236,405.00	$ -
				TOTAL FOR BUDGET	**$ 19,109,221**	**$ 16,971,339.00**	**$ 14,500,627.60**	$ 2,470,711.40
611, 615	WPCP funds	610, 612, 615, 616, 617	WPCP funds	Cover consolidation of project funds within WPCP series and move dollars from WPCP revenue fund to WPCP expenditure fund	$ 11,949,972	$ 11,684,332	$ 8,492,571.79	$ 3,191,760.21
				TOTALS INCLUDING INTERFUND TRANSFERS	**$ 31,059,193**	**$ 28,655,671**	**$ 22,993,199.39**	**$ 5,662,471.61**

Passed this 27th day of November 2023.

Attest:____

Mayor

Attest:____

City Clerk

MARSHALLTOWN
IOWA

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

TO:	Mayor Greer and City Council
FROM:	Diana Steiner, Finance Director
DATE:	November 21, 2023
RE:	Transfer of funds for FY2023 through June 30, 2023

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: N/A.

Recommendation: Staff recommends Council approve transfers that were budgeted and additional transfers that are now needed for the 12 months of this fiscal year.

Budget Impact: A budget amendment is not required if actual transfers exceed the budgeted transfer amounts; however, Council approval is required to actually make the transfers if the budget is exceeded.

Description/Background: Effective April 13, 2019, the City Finance Committee, organized under Iowa Administrative Code, approved changes to Administrative Rules Code 545-2 requiring greater disclosures for all interfund transfers. The rules require cities to provide the originating fund and receiving fund, purpose, and amount of the transfer during the budget process and also require additional resolutions any time transfers exceed the original or amended budget amounts.

Within the resolution, staff have outlined the original adopted budget transfers for the fiscal year ending June 30, 2023, the amended budget, and the actual transfers needed for the 12-month period ending June 30, 2023. In many instances, the revenue from property tax levies, road use tax, local option sales tax, and bond funds are shown in their originating fund and then transferred out to the fund where the expenditures are accounted for.

I wanted to point out that on page 4, I highlighted the transfer from fund 389 American Rescue Plan to fund 001 General Fund. We had originally budgeted $288,147 to be used to cover the General Fund 001 deficit, but ended up only needing $87,069.

2023-242

RESOLUTION ACCEPTING BID AND AUTHORIZING THE AWARD OF CONTRACT FOR THE PETERSON PARK PROJECT #PRK22005 IN THE CITY OF MARSHALLTOWN, IOWA IN THE AMOUNT OF $44,425.82 TO BROTHERS CONCRETE

WHEREAS, notice to bidders has been duly given as required by law publication in the Marshalltown Times-Republican for the Peterson Park Project, in the City of Marshalltown, as described in the plans and specifications therefore; and

WHEREAS, there has been filed with the City Clerk in response to the published notice to the bidders referred to above, certain proposals for the construction of the above designated improvement with the required certified checks or bid bond accompanying each proposal from the following bidders, to-wit;

Name and Address of Bidders	Amount of Bid
Brothers Concrete, Des Moines	$44,425.82
Con-Struct, Inc.	$58,150.10
Concrete Professionals	$77,802.65

After consideration of all bids filed, there was determined by the Council that the bid of Brothers Concrete, is the best and lowest responsible bid for the public improvement as is herein outlined.

WHEREAS, it is intended that the cost of said improvement shall be paid from such funds as the City may legally use for such purposes or from the proceeds from the issuance of such bonds as may be legally issued for said purposes or any combination of the above methods of financing.

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

Section 1. That the bid of and the same is hereby accepted for the construction of the improvement as described in the plans and specifications therefore, as previously ordered by the Council, and that the contract for the construction of same is now awarded to said contractor in the total amount Forty-Four Thousand Four Hundred and Twenty-Five and 82/100 ($44,425.82) Dollars.

Section 2. Pursuant to Iowa Code section 26.10, the City Council authorizes the Parks & Recreation Director to retain the bid security furnished by the successful bidder until the approved contract form has been executed, a bond has been filed by the bidder guaranteeing the performance of the contract, and to approve the properly executed contract and bond. Checks or bidder’s bonds of unsuccessful bidders shall be returned to the bidders as soon as the successful bidder is determined or within thirty days, whichever is sooner.

Section 3. The final settlement upon the contract, as referred to herein with said contractor, shall be upon the basis of the unit prices as are set forth in the bid of said contractor and for the actual quantities for each item of materials furnished or work performed in the construction of this public improvement. The said contract is subject to all of the conditions as are contained in the resolution ordering construction of this improvement, the notice to bidders as published, the terms of the bidders written proposal, the plans and specifications as are provided therefore, all of which are made a part of this resolution and the said bidders contract by reference as though the same were set out herein verbatim and in specific detail.

Section 4. This resolution as now adopted shall be in full force and binding effect upon the City of Marshalltown, Iowa, upon the final approval of the completed contract with the successful bidder and the approval of the contractor's surety bond by resolution of this Council.

Passed this 27th day of November 2023, and signed this _____ day of November, 2023.

CITY OF MARSHALLTOWN, IOWA

____
Joel Greer, Mayor

ATTEST:

____
Alicia Hunter, City Clerk

MARSHALLTOWN
IOWA

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

TO: Mayor Greer and City Council
FROM: Geoff Hubbard, Parks & Recreation Director
DATE: November 21, 2023
RE: Award Peterson Park Project (PRK22005) Contract

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: Enhance Marshalltown's public image by updating and improving parks and amenities in the parks, specifically Peterson Park

Recommendation: Staff recommends approval of the resolution to order construction to for the Peterson Park Improvement Project, PRK22005.

Budget Impact: This project is to be funded with CIP Funds 030

Description/Background: Bids were received on November 21, 2023 for the Peterson Park Improvement Project, PRK22005. There were 3 bidders and the lowest qualified bidder was Brothers Concrete at $44,425.82. Engineer's estimates were $33,000 but this additional cost is within what is budgeted for this project. The work will include constructing a half basketball court, shelter pad and ADA accessible sidewalks from the trail to the shelter and new play equipment.

Attached Bid Tabulations and Notice to Award

NOTICE OF AWARD

Date of Issuance: Sept 11, 2023
Owner: City of Marshalltown　　Owner's Project No.: PRK22-005
Engineer: City of Marshalltown　　Engineer's Project No.: PRK22-005
Project: Peterson Park Improvements, PRK22-005
Contract Name: Base Bid
Bidder: Brothers Concrete
Bidder's Address: 4000 Colfax Ave, Des Moines, Iowa 50317

You are notified that Owner has accepted your Bid dated November 21, 2023 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Construction of a half basketball court, shelter pad and sidewalk to new play equipment.

The Contract Price of the awarded Contract is $44,425.82. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

One Digital copy of the unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

☐ Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner Four (4) counterparts of the Agreement, signed by Bidder (as Contractor).

2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.

3. Other conditions precedent (if any): **None**

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents.

Owner: **City of Marshalltown, Iowa**

By (signature): ______________________________

Name (printed): Joel Greer

Title: Mayor

Peterson Park Bid Tabulation

Company Name	Bid Amount
Brothers Concrete	$44,425.82
ConStruct Inc	$58,150.10
Concrete Professionals	$77,802.65

2023-243

RESOLUTION CALLING A SPECIAL ELECTION ON SETTING THE TERMS AND EFFECTIVE DATE FOR BALLOT ISSUE OF PROPOSED CHANGE IN USE OF THE ONE PERCENT (1%) LOCAL OPTION SALES AND SERVICES TAX

WHEREAS, the City Council of the City of Marshalltown, Iowa, has discussed a proposal to hold a special election to ask the electorate to change the current uses of the one percent local option sales and service tax; and

WHEREAS, the City Council of the City of Marshalltown wishes to designate for the ballot issue the uses of the local option sales and services, for which the tax would be imposed; and

WHEREAS, the imposition and uses of such a tax is in the best interests of the citizens of the City of Marshalltown.

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

Section 1. A one percent sales and services tax shall be imposed in Marshalltown, Iowa after passage by the electorate, and the further terms and conditions thereof are as follows:

a. The sales and services which will be subject to the one percent tax are only those allowed by law.

b. The effective date of the change in use of the tax shall be the 1st day of July, 2025 with no sunset date.

c. Seventy-five percent (75%) of the tax revenues collected and sent to the City shall be applied to general property tax relief in the City of Marshalltown.

d. Twenty-five percent (25%) of the tax revenues collected and sent to the City shall be applied to any legal purpose authorized by the City Council.

Section 2. The City Clerk is hereby directed to give written notice thereof by submitting a copy of this resolution by no later than 12/29/23 (such date being the final date for filing ballot language for the special election to be scheduled on March 5, 2024) to the Marshall County Commissioner of Elections, who has the duty to conduct this special election, for approval, ratification, and confirmation to the extent required by Iowa law, and such County Commissioner of Elections shall signify such approval, ratification, and confirmation and shall order the special election to be conducted in the manner set forth herein by signing the order attached to this resolution.

<u>Section 3.</u> The text of the measure to be on the ballot shall be as follows:

SHALL THE FOLLOWING PUBLIC MEASURE BE ADOPTED?

YES
NO

Summary: To authorize a change in the use of the one percent (1%) local sales and services tax in the City of Marshalltown effective July 1, 2025.

"The use of the one percent (1%) local sales and services tax shall be changed in the City of Marshalltown effective July 1, 2025 with no sunset date.

PROPOSED USES OF THE TAX:

If the change is approved, revenues from the sales and services tax shall be allocated as follows:
75% for property tax relief

The specific purpose(s) for which the revenues shall otherwise be expended is (are):
25% any lawful purpose as authorized by the City Council

CURRENT USES OF THE TAX:

Revenues from the sales and services tax are currently allocated as follows:
78% for property tax relief

The specific purposes for which the revenues are otherwise expended are:
22% any lawful purpose as authorized by the City Council

<u>Section 4.</u> All resolutions or parts of resolutions in conflict herewith are hereby repealed, to the extent of such conflict.

Passed this 27th day of November 2023, and signed this _____ day of November 2023.

CITY OF MARSHALLTOWN, IOWA

____
Joel Greer, Mayor

ATTEST:

____
Alicia Hunter, City Clerk

MARSHALLTOWN
IOWA

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

TO: Mayor and City Council
FROM: Joe Gaa, City Administrator
DATE: November 20, 2023
RE: Resolution to Call Special Election for LOST

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.

Description/Background:

The Local Option Sales Tax (LOST) Renewal Election was a discussion item on November 13th. To recap:

> The current LOST expires on June 30, 2025. In order to continue to collect the LOST past that time, a special election is required. The City Council is required to provide the County Auditor a notice of special election no later than 84 days ahead of the next special election date. If the plan is to have the vote on March 5, 2024, then a resolution setting the special election is required no later than December 11, 2023.

Attached you will find a draft resolution that has been prepared by city staff and reviewed by staff at the County Auditor's office. The percentages used came from the direction of a staff/council committee meeting earlier in the year.

> The majority of the proposed use is for Property Tax Relief (75%). This is typically done by paying down debt payments without assessing them to the debt levy or by completing capital projects and not assuming new debt.
> The remaining is locally regarded as Council Designated (25%). This segment can be utilized for any "legal purpose" with Council approval. In many cities, including Marshalltown, that means utilizing LOST to fulfill needs in the annual budget. Looking ahead to FY2025, balancing the budget to maintain services should be considered a top priority. Also a high priority that is in the early stages is to update our street maintenance program. In addition, having funds available for needs that come up during the year is important to maintaining fiscal health and responsibility.

Staff recommendation is the resolution to set a special election in March 2025 be approved. In the coming months, communicating the importance of the Local Option Sales Tax to maintaining City services will be necessary.

2023-244

RESOLUTION AUTHORIZING CERTIFICATION OF CODE OF IOWA 403.19 TAX INCREMENT FINANCING (TIF) INDEBTEDNESS TO THE COUNTY AUDITOR FOR EACH URBAN RENEWAL AREA WITHIN THE CITY OF MARSHALLTOWN FOR FY25

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

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

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

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

Passed this 27^{th} day of November 2023, and signed this _____ day of November 2023.

CITY OF MARSHALLTOWN, IOWA

____
Joel Greer, Mayor

ATTEST:

____
Alicia Hunter, City Clerk

MARSHALLTOWN
IOWA

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

TO: Mayor Greer and City Council
FROM: Diana Steiner, Finance Director
DATE: November 21, 2023
RE: FY2025 TIF Certifications

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 approving the annual Tax Increment Financing (TIF) certifications to the County for FY2025. This is due to the County Auditor by December 1, 2024.

Budget Impact: This certification provides TIF revenue collected by the County through property taxes that then pays for development agreements, bond payments, legal fees, and other agreements that are related to TIF activity.

Description/Background: The Finance Department has prepared the documents for the certification to the County and is requesting your review and approval. The TIF funds will be collected by the County and remitted to the City in fiscal year 2025.

On "City TIF Form 1" and "City TIF Form 1.1", this is the new debt we are certifying to the County for the next fiscal year. In the past, new TIF development agreements were certified for the full amount of the agreement on Form 1.1. However, now that new development agreements require an annual appropriation, just the amount that will be spent in FY25 is listed on Form 1.1. The exception is if the certification from a prior year was a different amount than what was paid out. In those instances, the certified amount is adjusted so cumulatively the amount is a better estimate.

On "City TIF Form 2", this is the amount we are requesting the County to collect for the next fiscal year only (FY2025). These revenues to the City will be used to pay our TIF expenditures. For the URA6 (includes Glenwood), 40.83% of the amount requested for the development agreement will be kept by the city to be used anywhere in the City limits for Low-to-Moderate Income (LMI) projects. For example, you could set up a forgivable loan program.

The "City TIF Form 3" is used to decertify previously certified debt, due to rebate agreements that have been completed but all of the funds weren't needed, correction of prior year's certification, and interest earned during the previous fiscal year. For URA 4 uptown, a correction was needed for the Regalado development agreement. For FY23, the entire $850,000 debt was certified and then for FY24, the annual appropriation of $92,000 was certified also since it has an annual appropriation clause. Therefore a correction of $92,000 to decertify is needed.

For the development agreements that require an annual appropriation, those were approved at the Oct. 23rd Council meeting. The annual payments count towards our debt capacity. The development agreements that didn't have that annual appropriation clause in the agreement include Menards on 18th Avenue and Marshallgaam Lodging for the Holiday Inn Express. Any outstanding debt for these two count towards are debt capacity.

The other agreements, such as the Chamber and MCBD operations and incentive façade/code upgrade grants, Council approved the annual appropriations at the Nov. 13th Council meeting.

Internal loans were also approved on the Nov. 13th Council meetings. These are expenditures originally paid out of the General Fund and then reimbursed by the TIF fund. These include legal bills, staff administrative time, Chamber, MCBD operations and incentive grants.

Below are the projected cash balances at the end of 6/30/25. The amount of TIF revenue we are requesting is highlighted in green.

TIF Fund 125	East Side 32301 URA2	Southside 32201 Retail URA3	Uptown 32401 URA4	Glenwood URA6	Karl's 32701 URA7	TOTAL FUND 125	LMI URA6 FUND 126
Ending Cash Balance 6/30/2023	(7,588.29)	10,619.38	166,514.68	-	-	169,545.77	-
Add revenues:							
Property taxes as certified	281,275.00	153,328.00	676,716.00		3,022.00	1,114,341.00	
Interest (est)		-				-	
	--------------	--------------	--------------		--------------	--------------	--------------
	281,275.00	153,328.00	676,716.00		3,022.00	1,114,341.00	-
Subtract Expenses:							
2020A Bonds		630.00	81,830.00			82,460.00	
2012A Bonds		29,350.00	154,088.00			183,438.00	
2015 Bonds	59,908.00					59,908.00	
Dorsey & Whitney Inv 3744253 4/26/22 certified for FY24	7,594.00					7,594.00	
Dorsey & Whitney Inv 3744254 4/26/22 certified for FY24			7,737.50			7,737.50	
Bolton & Menk Inv0293113 7/14/22					45.00	45.00	
Bolton & Menk Inv0295099 8/16/22					225.00	225.00	
Bolton & Menk Inv0289806 5/23/22					1,350.00	1,350.00	
Bolton & Menk Inv0287739 4/22/22					1,402.00	1,402.00	
City administration fees	773.00	928.00	7,860.00			9,561.00	
New façade/code incentive grant funding			50,000.00			50,000.00	
Façade & Code grants unassigned carried forward from FY23			12,084.88			12,084.88	
Façade & Code grants unassigned carried forward from FY23 $7K cash on hand not certifieed			7,000.00			7,000.00	
207 E. Main St. (code 2nd story)			2,845.00			2,845.00	
34 W. Main (Façade)			21,000.00			21,000.00	
34 W. Main (Code)			19,492.50			19,492.50	
36 W Main (Façade)			38,000.00			38,000.00	
36 W Main (code)			20,000.00			20,000.00	
26 E Main (Façade)			12,500.00			12,500.00	
26 E Main (code)			20,000.00			20,000.00	
119 E. Main West & North sides (Façade)			21,000.00			21,000.00	
119 E. Main (code)			12,223.16			12,223.16	
119 E. Main (Façade east side)			2,315.75			2,315.75	
123 E Main (Façade south side)			5,266.30			5,266.30	
123 E Main (Façade north side)			5,631.63			5,631.63	
Chamber $50:$250K		50,000.00				50,000.00	
Marshalltown Company	108,336.00					108,336.00	
Marshallgaam:Holiday Inn $48K cert	-	41,156.00				41,156.00	
Menards $92K cert	83,185.00					83,185.00	
McFarland Cert $!8K		16,076.00				16,076.00	
Teamwork-1 for Bobcat Academy $8420 cert		8,046.00				8,046.00	
Hopkins & Willards (Cert $203,200)			152,400.00			152,400.00	
Marshalltown Lofts $80K cert			71,160.00			71,160.00	
Regalado - Grocery store $92 cert		-	55,688.00			55,688.00	
	--------------	--------------	--------------		--------------	--------------	--------------
	259,796.00	146,186.00	780,122.72		3,022.00	1,189,126.72	-
Ending Cash Balance 6/30/2024	13,890.71	17,761.38	63,107.96	-	-	94,760.05	-
Add revenues:							
Property taxes as certified	217,800.00	492,351.00	766,220.00	13,609.00	10,283.00	1,500,263.00	9,391.00
Interest (est)						-	
	--------------	--------------	--------------	--------------	--------------	--------------	--------------
	217,800.00	492,351.00	766,220.00	13,609.00	10,283.00	1,500,263.00	9,391.00
Subtract Expenses:							
2020A Bonds		631.00	81,075.00			81,706.00	
2012A Bonds		32,720.00	171,780.00			204,500.00	
Dorsey & Whitney Inv 3873069 pd 4/29/23 certified for FY25			8,232.00			8,232.00	
Dorsey & Whitney Inv 3873046 pd 8/29/23 certified for FY25					10,283.00	10,283.00	
City administration fees	800.00	1,000.00	8,000.00			9,800.00	
MCBD Main Street			50,000.00			50,000.00	
New façade/code incentive grant funding			50,000.00			50,000.00	
Chamber $100,000 yr FY25-29		100,000.00				100,000.00	
Glenwood Marshalltown LLC				13,609.00		13,609.00	
Marshalltown Company (cert $105K)	117,392.00					117,392.00	
Marshallgaam:Holiday Inn $98K cert	-	97,435.00				97,435.00	
Menards $112K cert	112,716.00					112,716.00	
McFarland Cert $260K		259,852.00				259,852.00	
Hopkins & Willards ($91,133 cert)			141,933.00			141,933.00	
Marshalltown Lofts $210K cert			204,197.00			204,197.00	
Betty's Properties $16K cert			16,000.00			16,000.00	
Regalado - Grocery store $80 cert		-	71,477.00			71,477.00	
	--------------	--------------	--------------	--------------	--------------	--------------	--------------
	230,908.00	491,638.00	802,694.00	13,609.00	10,283.00	1,549,132.00	-
Ending Cash Balance 6/30/2025	782.71	18,474.38	26,633.96	-	-	45,891.05	9,391.00

CITY TIF FORM 1 - INDEBTEDNESS CERTIFICATION Cover Sheet

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

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

City: Marshalltown County: Marshall

Urban Renewal Area Name: Marshalltown Eside TIF #2

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

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

Urban Renewal Area Indebtedness Not Previously Certified*: $ **105,800**

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

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

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

Notes/Additional Information:

Internal loan for administrative fees including staff time

Continuing obligations:

Marshalltown Company rebate agreement (ANNUAL APPROPRIATION REQUIRED)

Menards rebate agreement

Dated this ______ day of ______________________, __________

Signature of Authorized Official Telephone

TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEAR

City: Marshalltown County: Marshall

Urban Renewal Area Name: Marshalltown Eside TIF #2

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

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
1. City administrative staff time for certification of payments, preparation of annual urban renewal report, payments, accounting (wages and benefits)	11/13/2023	800
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
2. Marshalltown Company development agreementANNUAL APPROPRIATION 11/13/2 100% rebate of incremental taxes over 10 years, not to exceed $2.9 million for reimbursement of infrastructure upgrades and tax abatement	11/29/2022	105,000
☒ 'X' this box if a rebate agreement. List administrative details on lines above.		
3.		
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
4.		
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
5.		
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		

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

Total For City TIF Form 1.1 Page 1: 105,800

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

CITY TIF FORM 2

SPECIFIC DOLLAR REQUEST FOR AVAILABLE TIF INCREMENT TAX FOR NEXT FISCAL YEAR CERTIFICATION TO COUNTY AUDITOR

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

City: Marshalltown County: Marshall

Urban Renewal Area Name: Marshalltown Eside TIF #2

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

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

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

Specific Instructions To County Auditor For Administering The Request That This Urban Renewal Area Generate Less Than The Maximum Available TIF Increment Tax:	Amount Requested:
Menards Rebate- 60% of incremental value (18th Ave)	112,000
2015 GO Bond Payment/TIF Portion: Last payment made in FY24	
Marshalltown Company Rebate - 100% incremental value; ANNUAL APPROPRIATION	105,000
City Administative Staff Time	800
TOTAL	217,800

Dated this ______ day of ______________________, __________

Signature of Authorized Official Telephone

CITY TIF FORM 3

TIF INDEBTEDNESS HAS BEEN REDUCED BY REASON OTHER THAN APPLICATION OF TIF INCREMENT TAX RECEIVED FROM THE COUNTY TREASURER CERTIFICATION TO COUNTY AUDITOR

Use One Certification Per Urban Renewal Area

City: Marshalltown County: Marshall

Urban Renewal Area Name: Marshalltown Eside TIF #2

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

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

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

Individual TIF Indebtedness Type/Description/Details:	Amount Reduced:
FY23 Interest	1,540
Total Reduction In Indebtedness For This Urban Renewal Area:	**1,540**

Dated this ______ day of ____________________, ________

______________________________ ______________
Signature of Authorized Official Telephone

CITY TIF FORM 1 - INDEBTEDNESS CERTIFICATION Cover Sheet

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

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

City: Marshalltown County: Marshall

Urban Renewal Area Name: Marshalltown Retail TIF & Retail Ag TIF #3

Urban Renewal Area Number: 64108 (Use five-digit Area Number Assigned by the County Auditor)

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

Urban Renewal Area Indebtedness Not Previously Certified*: $ **361,000**

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

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

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

Notes/Additional Information:

Agreement with Marshalltown Area Chamber of Commerce for economic development services for $500,000 over a 5 year period in the amount of $100,000 per year (FY25-FY29). Res 2023-223 ANNUAL APPROPRIATION.

McFarland Clinic development agreement (Merle Hibbs Blvd); 50% rebate of incremental taxes over 10 years ANNUAL APPROPRIATION.

City administrative staff time for certification of payments, preparation of annual urban renewal report, payments, and accounting (wages and benefits)

Ongoing: 2020A and 2012A GO Bond Principal and Interest

Marshallgaam Lodging Rebate (Holiday Inn)

Dated this ______ day of ______________________, ________

Signature of Authorized Official Telephone

TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEAR

City: Marshalltown County: Marshall

Urban Renewal Area Name: Marshalltown Retail TIF & Retail Ag TIF #3

Urban Renewal Area Number: 64108 (Use five-digit Area Number Assigned by the County Auditor)

	Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
1.	Marshalltown Area Chamber of Commerce Economic Development Services $100,000 per year for a total of $500,000 FY25-FY29, but annual appropriation required ☐ 'X' this box if a rebate agreement. List administrative details on lines above.	11/13/2023	100,000
2.	City administrative staff time for certification of payments, preparation of annual urban renewal report, payments, accounting (wages and benefits) ☐ 'X' this box if a rebate agreement. List administrative details on lines above.	11/13/2023	1,000
3.	McFarland Clinic rebate of 50% of incremental taxes over 10 years not to exceed $2.4 million. ANNUAL APPROPRIATION. ☒ 'X' this box if a rebate agreement. List administrative details on lines above.	12/28/2020	260,000
4.	☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
5.	☐ 'X' this box if a rebate agreement. List administrative details on lines above.		

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

Total For City TIF Form 1.1 Page 1: 361,000

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

CITY TIF FORM 2

SPECIFIC DOLLAR REQUEST FOR AVAILABLE TIF INCREMENT TAX FOR NEXT FISCAL YEAR CERTIFICATION TO COUNTY AUDITOR

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

City: Marshalltown County: Marshall

Urban Renewal Area Name: Marshalltown Retail TIF & Retail Ag TIF #3

Urban Renewal Area Number: 64108 (Use five-digit Area Number Assigned by the County Auditor)

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

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

Specific Instructions To County Auditor For Administering The Request That This Urban Renewal Area Generate Less Than The Maximum Available TIF Increment Tax:	Amount Requested:
Marshalltown Area Chamber of Commerce Economic Development Services	100,000
2020A GO Refunding Bond- FY25 Principal:$0; Interest: $631	631
2012A GO Bond - FY25 Principal: 32,000, Interest $720 = $32,720	32,720
McFarland Clinic development agreement	260,000
Marshallgaam/Hawkeye Hotels Rebate Agreement for Holiday Inn Express	98,000
City Administrative Staff time	1,000
TOTAL	492,351

Dated this ______ day of ____________________, __________

______________________________ ______________
Signature of Authorized Official Telephone

CITY TIF FORM 3

TIF INDEBTEDNESS HAS BEEN REDUCED BY REASON OTHER THAN APPLICATION OF TIF INCREMENT TAX RECEIVED FROM THE COUNTY TREASURER CERTIFICATION TO COUNTY AUDITOR

Use One Certification Per Urban Renewal Area

City: Marshalltown County: Marshall

Urban Renewal Area Name: Marshalltown Retail TIF & Retail Ag TIF #3

Urban Renewal Area Number: 64108 (Use five-digit Area Number Assigned by the County Auditor)

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

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

Individual TIF Indebtedness Type/Description/Details:	Amount Reduced:
FY2023 Interest Earned	1,126
Remaining amount unused for Teamwork LLC (Bobcat Academy)	49,795
Certified $125,000 in FY19 and paid $75,205 over 6 year period = 49,795 Unused	
Note: Certified $76,127 over 6 year period and paid out $922 less than certified	
Total Reduction In Indebtedness For This Urban Renewal Area:	**50,921**

Dated this ______ day of ______________________, __________

Signature of Authorized Official Telephone

CITY TIF FORM 1 - INDEBTEDNESS CERTIFICATION Cover Sheet

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

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

City: Marshalltown County: Marshall

Urban Renewal Area Name: Marshalltown Uptown TIF #4

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

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

Urban Renewal Area Indebtedness Not Previously Certified*: $ **433,365**

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

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

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

Notes/Additional Information:

New Projects/Agreements and Annual Appropriations:

MCBD Façade and Code Improvement Agreement

MCBD Operations

Flint Hills Holding/Marshalltown Lofts Development Agreement

Betty's Properties Development Agreement (Pharmacy)

Willard-Hopkins LLC Development Agreement

Dorsey & Whitney Invoice

City Staff Administrative Time

Existing Obligations: 2012A and 2020A GO Bond Principal and Interest and Regalado Development (full amt in FY23)

Dated this ______ day of ____________________, __________

Signature of Authorized Official Telephone

TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEAR

City: Marshalltown County: Marshall

Urban Renewal Area Name: Marshalltown Uptown TIF #4

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

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
1. Flint Hills Holding/Marshalltown Lofts Developer Agreement	05/25/2020	210,000
Construct new income-restricted, multi-family residential structure		
Rebate of 100% of incremental taxes over 15 years not to exceed $575,000		
ANNUAL APPROPRIATION REQUIRED.		
[X] 'X' this box if a rebate agreement. List administrative details on lines above.		
2. Willard-Hopkins LLC Developer Agreement (Original agreement 3/1/22)	10/10/2023	91,133
Redevelop buildings with a minimum of 13 multiresidential units & 2 commercial units		
Grant of $750,000 to be paid out in 10 installments		
4 payments of $50,800 was certified for FY24, so only need to certify $91,133		
for FY25.		
[X] 'X' this box if a rebate agreement. List administrative details on lines above.		
3. MCBD Incentive Grant Funding Resolution 2023-235	11/13/2023	50,000
Façade and Code upgrade grants to business owners/tenants		
FY 2025-FY2029: $250,000 total not to exceed $50,000 each year:		
[ ] 'X' this box if a rebate agreement. List administrative details on lines above.		
4. MCBD Operational Funding for Main Street programming and oversight of	11/13/2023	50,000
incentive grant funding explained above. Resolution 2023-234		
FY 2025-FY2029: $320,000 total not to exceed appropriated amount each year:		
FY25 $50,000; FY26 $60,000; FY27-FY29 $70,000 per year		
Council approves grant;MCBD notifies City when completed;City pays owner/tenant.		
[ ] 'X' this box if a rebate agreement. List administrative details on lines above.		
5. Jose Angel Regalado	10/28/2019	0
Construct Grocery Store and Restaurant		
100% increment over maximum of 10 years and $850,000		
ANNUAL APPROPRIATION but already listed full debt in FY23, so don't show		
more debt.		
[X] 'X' this box if a rebate agreement. List administrative details on lines above.		

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

Total For City TIF Form 1.1 Page 1: 401,133

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

TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEAR

City: Marshalltown County: Marshall

Urban Renewal Area Name: Marshalltown Uptown TIF #4

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

	Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
6.	Betty's Properties LLC development agreement for construction of pharmacy building and establish at least 1.5 full-time staff and 2 part-time staff. Tax increment payments not to exceed a total of $160,000 over 10 years and each year not exceeding $16,000. Annual appropriation required	3/28/2023	16,000
	[X] 'X' this box if a rebate agreement. List administrative details on lines above.		
7.	Dorsey & Whitney legal fee for plan amendment and pharmacy TIF agreement Invoice 3873069	11/13/2023	8,232
	[ ] 'X' this box if a rebate agreement. List administrative details on lines above.		
8.	City Administrative staff time for certification of payments, preparation of annual urban renewal reports, payments, and accounting (wages and benefits)	11/13/2023	8,000
	[ ] 'X' this box if a rebate agreement. List administrative details on lines above.		
9.			
	[ ] 'X' this box if a rebate agreement. List administrative details on lines above.		
10.			
	[ ] 'X' this box if a rebate agreement. List administrative details on lines above.		

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

Total For City TIF Form 1.1 Page 2: **32,232**

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

CITY TIF FORM 2

SPECIFIC DOLLAR REQUEST FOR AVAILABLE TIF INCREMENT TAX FOR NEXT FISCAL YEAR
CERTIFICATION TO COUNTY AUDITOR

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

City: Marshalltown County: Marshall

Urban Renewal Area Name: Marshalltown Uptown TIF #4

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

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

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

Specific Instructions To County Auditor For Administering The Request That This Urban Renewal Area Generate Less Than The Maximum Available TIF Increment Tax:	Amount Requested:
2020A GO Bond for 2011B refunding- Principal: $75,500; Interest: $2,265 = $77,765	77,765
2012A GO Bond portion not refunded: Principal $168,000, Interest $3,780 = $171,780	171,780
2020A GO Bond- TIF Portion of 2012A- Principal: $0; Interest: $3,310	3,310
Dorsey & Whitney legal fees for URA4 plan amendment and Pharmacy TIF agreement Inv 3873069 paid 8/29/23	8,232
Jose Angel Regalado developer agreement for Supermarket Villachuato	80,000
Total agreement up to 10 years and maximum of $850,000. Appropriated annually but certified full amt in FY2:	
Flint Hills Holdings/Marshalltown Lofts for multi-residential construction	
Total agreement up to 15 years and maximum of $575,000. Appropriated annually.	210,000
Willard-Hopkins Development Agreement	91,133
Third annual appropriation amount per schedule	
Betty's Properties Development Agreement (Construct new pharmacy building)	16,000
Not to exceed 10 years of $160,000 in total	
Marshalltown Central Business District - Main Street operations	50,000
Marshatlltown Central Business District - Façade and Code Upgrade Grants	50,000
Staff administrative time	8,000
TOTAL	766,220

Dated this ______ day of ____________________, __________

Signature of Authorized Official Telephone

CITY TIF FORM 3

TIF INDEBTEDNESS HAS BEEN REDUCED BY REASON OTHER THAN APPLICATION OF TIF INCREMENT TAX RECEIVED FROM THE COUNTY TREASURER CERTIFICATION TO COUNTY AUDITOR

Use One Certification Per Urban Renewal Area

City: Marshalltown County: Marshall

Urban Renewal Area Name: Marshalltown Uptown TIF #4

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

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

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

Individual TIF Indebtedness Type/Description/Details:	Amount Reduced:
Jose Angel Regalado's full Development Agreement of $850,000 was listed on Form 1.1 for FY23 and then	92,000
$92,000 was listed on Form 1.1 for FY24 indicating an annual appropriation; Need to reverse.	
COUNTY AUDITOR: DO NOT REDUCE TIF PAYMENT, JUST AMOUNT OF CERTIFICATION	
Interest earned in Fiscal Year 2023	9,197
Total Reduction In Indebtedness For This Urban Renewal Area:	**101,197**

Dated this ______ day of ____________________, __________

Signature of Authorized Official Telephone

CITY TIF FORM 1 - INDEBTEDNESS CERTIFICATION Cover Sheet

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

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

City: Marshalltown County: Marshall

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

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

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

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

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

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

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

Notes/Additional Information:

Dated this ______ day of ________________________, __________

Signature of Authorized Official Telephone

TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEAR

City: Marshalltown County: Marshall

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

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

	Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
1.			
2.			
3.			
4.			
5.			

1. ☐ 'X' this box if a rebate agreement. List administrative details on lines above.
2. ☐ 'X' this box if a rebate agreement. List administrative details on lines above.
3. ☐ 'X' this box if a rebate agreement. List administrative details on lines above.
4. ☐ 'X' this box if a rebate agreement. List administrative details on lines above.
5. ☐ 'X' this box if a rebate agreement. List administrative details on lines above.

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

Total For City TIF Form 1.1 Page 1: 0

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

CITY TIF FORM 2

SPECIFIC DOLLAR REQUEST FOR AVAILABLE TIF INCREMENT TAX FOR NEXT FISCAL YEAR CERTIFICATION TO COUNTY AUDITOR

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

City: Marshalltown County: Marshall

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

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

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

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

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

Dated this ______ day of ________________________, __________

Signature of Authorized Official

Telephone

CITY TIF FORM 3

TIF INDEBTEDNESS HAS BEEN REDUCED BY REASON OTHER THAN APPLICATION OF TIF INCREMENT TAX RECEIVED FROM THE COUNTY TREASURER

CERTIFICATION TO COUNTY AUDITOR

Use One Certification Per Urban Renewal Area

City: Marshalltown

County: Marshall

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

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

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

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

Individual TIF Indebtedness Type/Description/Details:	Amount Reduced:
Total Reduction In Indebtedness For This Urban Renewal Area:	**0**

Dated this ______ day of ____________________, __________

Signature of Authorized Official

Telephone

CITY TIF FORM 1 - INDEBTEDNESS CERTIFICATION Cover Sheet

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

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

City: Marshalltown County: Marshall

Urban Renewal Area Name: Marshalltown TIF #6 (incl. Glenwood Marshalltown LLC)

Urban Renewal Area Number: 64901 (Use five-digit Area Number Assigned by the County Auditor)

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

Urban Renewal Area Indebtedness Not Previously Certified*: $ **23,000**

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

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

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

Notes/Additional Information:

New:

Glenwood Marshalltown LLC developer agreement: infrastructure and construction of 42 residential & 4 multi-family units

incremental property tax rebate payments not to exceed 10 years and a total of $1,410,000.

Annual appropriation is required.

Dated this ______ day of ______________________, ________

Signature of Authorized Official Telephone

TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEAR

City: Marshalltown County: Marshall

Urban Renewal Area Name: Marshalltown TIF #6 (incl. Glenwood Marshalltown LLC)

Urban Renewal Area Number: 64901 (Use five-digit Area Number Assigned by the County Auditor)

	Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
1.	Glenwood Marshalltown, LLC 100% rebate of incremental taxes over 10 years, not to exceed $2.9 million for reimbursement of infrastructure upgrades and tax abatement Annual appropriation approved 10/23/23 [X] 'X' this box if a rebate agreement. List administrative details on lines above.	4/26/2021	23,000
2.	[ ] 'X' this box if a rebate agreement. List administrative details on lines above.		
3.	[ ] 'X' this box if a rebate agreement. List administrative details on lines above.		
4.	[ ] 'X' this box if a rebate agreement. List administrative details on lines above.		
5.	[ ] 'X' this box if a rebate agreement. List administrative details on lines above.		

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

Total For City TIF Form 1.1 Page 1: 23,000

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

SPECIFIC DOLLAR REQUEST FOR AVAILABLE TIF INCREMENT TAX FOR NEXT FISCAL YEAR
CERTIFICATION TO COUNTY AUDITOR

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

City: Marshalltown County: Marshall

Urban Renewal Area Name: Marshalltown TIF #6 (incl. Glenwood Marshalltown LLC)

Urban Renewal Area Number: 64901 (Use five-digit Area Number Assigned by the County Auditor)

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

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

Specific Instructions To County Auditor For Administering The Request That This Urban Renewal Area Generate Less Than The Maximum Available TIF Increment Tax:	Amount Requested:
Glenwood Marshalltown Rebate - 100% increment	
To Glenwood 59.17% $13.609	13,609
To City for LMI 40.83% $ 9,391	9,391
TOTAL	23,000

Dated this ______ day of ____________________, __________

Signature of Authorized Official Telephone

CITY TIF FORM 3

TIF INDEBTEDNESS HAS BEEN REDUCED BY REASON OTHER THAN APPLICATION OF TIF INCREMENT TAX RECEIVED FROM THE COUNTY TREASURER CERTIFICATION TO COUNTY AUDITOR

Use One Certification Per Urban Renewal Area

City: Marshalltown County: Marshall

Urban Renewal Area Name: Marshalltown Eside TIF #6 Glenwood Marshalltown LLC

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

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

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

Individual TIF Indebtedness Type/Description/Details:	Amount Reduced:
FY23 Interest (none)	
Total Reduction In Indebtedness For This Urban Renewal Area:	**0**

Dated this ______ day of ____________________, ________

Signature of Authorized Official

Telephone

CITY TIF FORM 1 - INDEBTEDNESS CERTIFICATION Cover Sheet

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

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

City: Marshalltown County: Marshall

Urban Renewal Area Name: Marshalltown URA #7 (incl. Karl of Marshalltown LLC)

Urban Renewal Area Number: 64167 (Use five-digit Area Number Assigned by the County Auditor)

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

Urban Renewal Area Indebtedness Not Previously Certified*: $ **10,283**

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

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

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

Notes/Additional Information:

New:

Dorsey & Whitney legal fees for URA7 plan amendment and Karl of Marshalltown LLC TIF developer agreement

Dated this ______ day of ______________, ______

Signature of Authorized Official　　Telephone

TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEAR

City: Marshalltown County: Marshall

Urban Renewal Area Name: Marshalltown URA #7 (incl. Karl of Marshalltown LLC)

Urban Renewal Area Number: 64167 (Use five-digit Area Number Assigned by the County Auditor)

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
1. Dorsey & Whitney Inv # 3873046 paid 8/29/23 Legal services for URA #7 plan amendment and TIF development agreement to remodel existing building and construct new building ☐ 'X' this box if a rebate agreement. List administrative details on lines above.	11/13/2023	10,283
2. ☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
3. ☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
4. ☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
5. ☐ 'X' this box if a rebate agreement. List administrative details on lines above.		

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

Total For City TIF Form 1.1 Page 1: 10,283

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

CITY TIF FORM 2

SPECIFIC DOLLAR REQUEST FOR AVAILABLE TIF INCREMENT TAX FOR NEXT FISCAL YEAR
CERTIFICATION TO COUNTY AUDITOR

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

City: Marshalltown County: Marshall

Urban Renewal Area Name: Marshalltown URA #7 (incl. Karl of Marshalltown LLC)

Urban Renewal Area Number: 64167 (Use five-digit Area Number Assigned by the County Auditor)

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

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

Specific Instructions To County Auditor For Administering The Request That This Urban Renewal Area Generate Less Than The Maximum Available TIF Increment Tax:	Amount Requested:
Dorsey & Whitney Legal fees Invoice 3873046 pd 8/29/23	10,283
TOTAL	10,283

Dated this ______ day of ____________________, __________

Signature of Authorized Official Telephone

CITY TIF FORM 3

TIF INDEBTEDNESS HAS BEEN REDUCED BY REASON OTHER THAN APPLICATION OF TIF INCREMENT TAX RECEIVED FROM THE COUNTY TREASURER CERTIFICATION TO COUNTY AUDITOR

Use One Certification Per Urban Renewal Area

City: Marshalltown County: Marshall

Urban Renewal Area Name: Marshalltown URA #7 (incl. Karl of Marshalltown LLC)

Urban Renewal Area Number: 64167 (Use five-digit Area Number Assigned by the County Auditor)

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

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

Individual TIF Indebtedness Type/Description/Details:	Amount Reduced:
FY23 Interest (none)	
Total Reduction In Indebtedness For This Urban Renewal Area:	**0**

Dated this ______ day of ____________________, ________

Signature of Authorized Official

Telephone

2023-245

RESOLUTION APPROVING THE ANNUAL FINANCIAL REPORT FOR FISCAL YEAR ENDING 2023

WHEREAS, the City's Finance Staff have completed the FY2023 Annual Financial Report (AFR);

WHEREAS, the Council must approve the report;

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

WHEREAS, the Council directs the City Finance Director to submit the report to the Auditor of State on or prior to December 1, 2023;

THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA that the FY2023 Annual Financial Report is approved.

Passed this 27th day of November 2023, and signed this _____ day of November 2023.

CITY OF MARSHALLTOWN, IOWA

____

Joel Greer, Mayor

ATTEST:

____

Alicia Hunter, City Clerk

MARSHALLTOWN
IOWA

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

TO: Mayor Greer and City Council
FROM: Diana Steiner, Finance Director
DATE: November 21, 2023
RE: Annual Financial Report (AFR) June 30, 2023

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: N/A.

Recommendation: Staff recommend approving the AFR for FY2023. The first page of the report will be published in the newspaper the week of November 27th. This report is due to the Auditor of State by December 1, 2023. The report is filed electronically.

Budget Impact: N/A

Description/Background:

The Finance Department has prepared the Annual Financial Report for your review. This report reflects the final numbers for fiscal year 2023, which ended June 30, 2023, on a cash-basis, which is different than our audit report which is prepared on an accrual basis. The budget used on the first page in column (d) is what Council approved in May 2023, which was the only budget amendment for the year. The report also includes amounts from Marshalltown Water Works (MWW) in the amounts of $8.05 million in revenues and $9.47 million in expenditures.

Overall, the actual expenditures came in lower than the amended budgeted amounts for each of the 9 function areas. This is good news as the City is required to do a budget amendment before overspending.

We received @ $2 million from the American Rescue Plan. It was used for the YSS MPACT Agreement at $60,063, the Edgewood street project at $546,204, and the General Fund to keep the revenues equal to the expenditures. $288,147 was budgeted to be transferred to the General Fund 001 but only $87,069 was actually needed. This transfer maintained the General Fund 001 balance at $3,567,795 at the end of fiscal year 2023.

We finally received @ $5 million from FEMA for the Derecho. The majority of expenditures were incurred in previous fiscal years.

On page 10, you will find the debt activity during the fiscal year. The City issued debt for $10,165,000 of General Obligation Debt; $2,120,002 of Sewer Revenue Debt was drawn down for the State Revolving Fund CIPP & Headworks Project; and an additional $200,192 was received from IEDA for the shared wall loan (the entire loan was forgiven in FY24). The outstanding principal amount of debt outstanding includes $4,996,000 for Marshalltown Water Works and $66,200,865 for the City of Marshalltown.

See separate report named "Fund Balances FY23" that reconciles to the ending fund balances on page 9 the second to the last row.

STATE OF IOWA 2023 FINANCIAL REPORT FISCAL YEAR ENDED JUNE 30, 2023 CITY OF MARSHALLTOWN, IOWA DUE: December 1, 2023	16206400800000 CITY OF MARSHALLTOWN 24 N Center Street MARSHALLTOWN IA 50158-4912 POPULATION: 27591

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

ALL FUNDS

	Governmental (a)	Proprietary (b)	Total Actual (c)	Budget (d)
Revenues and Other Financing Sources				
Taxes Levied on Property	12,836,392		12,836,392	12,999,858
Less: Uncollected Property Taxes-Levy Year	0		0	0
Net Current Property Taxes	12,836,392		12,836,392	12,999,858
Delinquent Property Taxes	9,711		9,711	0
TIF Revenues	470,298		470,298	485,255
Other City Taxes	6,194,913	0	6,194,913	5,951,637
Licenses and Permits	409,409	10,318	419,727	369,951
Use of Money and Property	1,179,181	767,357	1,946,538	1,425,653
Intergovernmental	15,503,929	1,055,132	16,559,061	23,133,180
Charges for Fees and Service	882,559	17,725,572	18,608,131	18,501,025
Special Assessments	0	0	0	500
Miscellaneous	1,090,988	471,463	1,562,451	1,593,161
Other Financing Sources	10,530,904	2,129,122	12,660,026	17,988,323
Transfers In	14,175,714	324,913	14,500,627	16,971,339
Total Revenues and Other Sources	63,283,998	22,483,877	85,767,875	99,419,882
Expenditures and Other Financing Uses				
Public Safety	10,344,601		10,344,601	10,768,259
Public Works	4,190,329		4,190,329	5,096,717
Health and Social Services	1,102,281		1,102,281	1,687,785
Culture and Recreation	3,565,255		3,565,255	4,392,674
Community and Economic Development	3,810,744		3,810,744	5,029,467
General Government	1,546,207		1,546,207	1,667,556
Debt Service	5,846,501		5,846,501	5,846,502
Capital Projects	9,287,492		9,287,492	19,676,467
Total Governmental Activities Expenditures	39,693,410	0	39,693,410	54,165,427
BUSINESS TYPE ACTIVITIES		20,765,323	20,765,323	23,362,763
Total All Expenditures	39,693,410	20,765,323	60,458,733	77,528,190
Other Financing Uses	0	0	0	
Transfers Out	13,158,188	1,342,439	14,500,627	16,971,339
Total All Expenditures/and Other Financing Uses	52,851,598	22,107,762	74,959,360	94,499,529
Excess Revenues and Other Sources Over (Under) Expenditures/and Other Financing Uses	10,432,400	376,115	10,808,515	4,920,353
Beginning Fund Balance July 1, 2022	33,470,341	31,763,895	65,234,236	65,234,236
Ending Fund Balance June 30, 2023	43,902,741	32,140,010	76,042,751	70,154,589

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

Non-budgeted Internal Service Funds 179,938	Pension Trust Funds
Private Purpose Trust Funds	Agency Funds -1,953

Indebtedness at June 30, 2023	Amount	Indebtedness at June 30, 2023	Amount
General Obligation Debt	53,235,000	Other Long-Term Debt	325,863
Revenue Debt	17,636,002	Short-Term Debt	0
TIF Revenue Debt	0		
		General Obligation Debt Limit	90,962,920

CERTIFICATION

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

Signature of Preparer	**Publication**
Printed name of Preparer Diana Steiner, Finance Director	Phone Number 6417545760
Signature of Mayor or other City official (Name and Title)	Date Signed

PLEASE PUBLISH THIS PAGE ONLY

REVENUE P2
CITY OF MARSHALLTOWN
REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30, 2023
NON-GAAP/CASH BASIS

Item Description		General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of (g) and (h)) (i)	
Section A - Taxes	1										1
Taxes levied on property	2	7,621,769	3,942,345		710,195	562,083		12,836,392		12,836,392	2
Less: Uncollected Property Taxes - Levy Year	3							0		0	3
Net Current Property Taxes	4	7,621,769	3,942,345		710,195	562,083	0	12,836,392		12,836,392	4
Delinquent Property Taxes	5	5,688	2,916		682	425		9,711		9,711	5
Total Property Tax	6	7,627,457	3,945,261		710,877	562,508	0	12,846,103		12,846,103	6
TIF Revenues	7			470,298				470,298		470,298	7
Other City Taxes											
Utility Tax Replacement Excise Taxes	8	800,974	416,093		73,651	59,322		1,350,040		1,350,040	8
Utility Franchise Tax (Chapter 364.2, Code of Iowa)	9	181,857						181,857		181,857	9
Parimutuel Wager Tax	10							0		0	10
Gaming Wager Tax	11							0		0	11
Mobile Home Tax	12	7,140	3,710		666	529		12,045		12,045	12
Hotel / Motel Tax	13	578,743						578,743		578,743	13
Other Local Option Taxes	14		4,072,228					4,072,228		4,072,228	14
Total Other City Taxes	15	1,568,714	4,492,031		74,317	59,851	0	6,194,913	0	6,194,913	15
Section B - Licenses and Permits	16	409,409						409,409	10,318	419,727	16
Section C - Use of Money and Property	17										17
Interest	18	226,759	402,228	11,863	27,107	450,036		1,117,993	714,583	1,832,576	18
Rents and Royalties	19	61,188						61,188	52,774	113,962	19
Other Miscellaneous Use of Money and Property	20							0		0	20
	21							0		0	21
Total Use of Money and Property	22	287,947	402,228	11,863	27,107	450,036	0	1,179,181	767,357	1,946,538	22
Section D - Intergovernmental	24										24
Federal Grants and Reimbursements	26										26
Federal Grants	27		232,964			267,275		500,239	615,676	1,115,915	27
Community Development Block Grants	28		298,367					298,367		298,367	28
Housing and Urban Development	29		2,393,079					2,393,079		2,393,079	29
Public Assistance Grants	30							0		0	30
Payment in Lieu of Taxes	31							0		0	31
FEMA in Special Rev and ARPA in Capitals	32		4,575,781			1,993,589		6,569,370		6,569,370	32
Total Federal Grants and Reimbursements	33	0	7,500,191		0	2,260,864	0	9,761,055	615,676	10,376,731	33

REVENUE P3
CITY OF MARSHALLTOWN
REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30, 2023
NON-GAAP/CASH BASIS

Item Description		General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of (g) and (h)) (i)	
Section D - Intergovernmental - Continued	41										41
State Shared Revenues	43										43
Road Use Taxes	44		3,797,108					3,797,108		3,797,108	44
Other state grants and reimbursements	48										48
State grants	49	101,883						101,883		101,883	49
Iowa Department of Transportation	50	44,216				45,209		89,425	247,457	336,882	50
Iowa Department of Natural Resources	51							0		0	51
Iowa Economic Development Authority	52							0		0	52
CEBA grants	53							0		0	53
Commercial & Industrial Replacement Claim	54	199,103	103,327		18,418	14,731		335,579		335,579	54
State Library	55	14,420						14,420		14,420	55
Iowa Homeland Security (State share of FEMA projects)	56		490,315					490,315		490,315	56
DCAT (MPACT GRANT)	57		21,665					21,665		21,665	57
State Aviation	58					253,548		253,548		253,548	58
	59							0		0	59
Total State	60	359,622	4,412,415	0	18,418	313,488	0	5,103,943	247,457	5,351,400	60
Local Grants and Reimbursements											
County Contributions	63							0		0	63
Library Service	64	39,510						39,510		39,510	64
Township Contributions	65							0		0	65
Fire/EMT Service	66							0		0	66
School District	67	47,814	52,638					100,452		100,452	67
Marshalltown Water Works	68					409,749		409,749	191,999	601,748	68
Other Contributions	69					89,220		89,220		89,220	69
Total Local Grants and Reimbursements	70	87,324	52,638	0	0	498,969	0	638,931	191,999	830,930	70
Total Intergovernmental (Sum of lines 33, 60, and 70)	71	446,946	11,965,244	0	18,418	3,073,321	0	15,503,929	1,055,132	16,559,061	71
Section E -Charges for Fees and Service	72										72
Water	73							0	7,561,276	7,561,276	73
Sewer	74							0	8,570,654	8,570,654	74
Electric	75							0		0	75
Gas	76							0		0	76
Parking	77	61,253						61,253		61,253	77
Airport	78	8,382						8,382		8,382	78
Landfill/garbage	79	147,821						147,821	86,268	234,089	79
Hospital	80							0		0	80

REVENUE P4
CITY OF
REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30,
NON-GAAP/CASH BASIS

Item Description		General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of (g) and (h)) (i)	
Section E - Charges for Fees and Service - Continued	81										81
Transit	82							0	145,091	145,091	82
Cable TV	83							0		0	83
Internet	84							0		0	84
Telephone	85							0		0	85
Housing Authority	86							0		0	86
Storm Water	87							0	1,328,926	1,328,926	87
Other:	88										88
Nursing Home	89							0		0	89
Police Service Fees	90	60,204						60,204		60,204	90
Prisoner Care	91							0		0	91
Fire Service Charges	92	20,339						20,339		20,339	92
Ambulance Charges	93							0		0	93
Sidewalk Street Repair Charges	94							0		0	94
Housing and Urban Renewal Charges	95	27,434	2,700					30,134		30,134	95
River Port and Terminal Fees	96							0		0	96
Public Scales	97							0		0	97
Cemetery Charges	98							0		0	98
Library Charges	99	6,680						6,680		6,680	99
Park, Recreation, and Cultural Charges	100	365,497						365,497	33,357	398,854	100
Animal Control Charges	101							0		0	101
Nuisance, Engineering, Accounting, Personnel	102	182,249						182,249		182,249	102
	103							0		0	103
Total Charges for Service	104	879,859	2,700	0	0	0	0	882,559	17,725,572	18,608,131	104
Section F - Special Assesments	106							0		0	106
Section G - Miscellaneous	107										107
Contributions	108		204,868			46,315		251,183		251,183	108
Deposits and Sales/Fuel Tax Refunds	109							0		0	109
Sale of Property and Merchandise	110							0		0	110
Fines	111							0		0	111
Internal Service Charges	112							0		0	112
	113							0		0	113
ICAP grant	114	6,000						6,000		6,000	114
Refunds, Rebates, Reimbursements	115	42,734	323,928			204,404		571,066	46,083	617,149	115
Grant match (Businesses and Individuals)	116		262,739					262,739		262,739	116
Marshalltown Water Works Non-operating Income	117							0	425,380	425,380	117
	118							0		0	118
	119							0		0	119
Total Miscellaneous	120	48,734	791,535	0	0	250,719	0	1,090,988	471,463	1,562,451	120

REVENUE P5
CITY OF
REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30,
NON-GAAP/CASH BASIS

Item Description		General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of (g) and (h)) (i)	
Total All Revenues (Sum of lines 6, 7, 15,16,22, 71, 104, 106, and 120)	121	11,269,066	21,598,999	482,161	830,719	4,396,435	0	38,577,380	20,029,842	58,607,222	121
Section H - Other Financing Sources	123										123
Proceeds of capital asset sales	124	72,826	86,291			20,664		179,781	9,120	188,901	124
Proceeds of long-term debt (Excluding TIF internal borrowing)	125					10,165,000		10,165,000	2,120,002	12,285,002	125
Proceeds of anticipatory warrants or other short-term debt	126							0		0	126
Regular transfers in and interfund loans	127	6,240,550	669,632		4,673,199	2,025,634		13,609,015	324,913	13,933,928	127
Internal TIF loans and transfers in	128	180,335			386,364			566,699		566,699	128
Bond premium	129					186,123		186,123		186,123	129
	130							0		0	130
Total Other Financing Sources	131	6,493,711	755,923	0	5,059,563	12,397,421	0	24,706,618	2,454,035	27,160,653	131
Total Revenues Except for Beginning Balances (Sum of lines 121 and 131)	132	17,762,777	22,354,922	482,161	5,890,282	16,793,856	0	63,283,998	22,483,877	85,767,875	132
Beginning Fund Balance July 1, 2022	134	6,425,404	13,157,751	469,296	172,477	13,245,413		33,470,341	31,763,895	65,234,236	134
Total Revenues and Other Financing Sources (Sum of lines 132 and 134)	136	24,188,181	35,512,673	951,457	6,062,759	30,039,269	0	96,754,339	54,247,772	151,002,111	136

EXPENDITURES P6
CITY OF MARSHALLTOWN
EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, 2023
NON-GAAP/CASH BASIS

Item Description	Line	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of col. (g)) (i)	Line
Section A - Public Safety	1										1
Police Department/Crime Prevention	2	5,589,814	327,861					5,917,675		5,917,675	2
Jail	3							0		0	3
Emergency Management	4	36,031						36,031		36,031	4
Flood control	5	54						54		54	5
Fire Department	6	3,651,944	59,897					3,711,841		3,711,841	6
Ambulance	7							0		0	7
Building Inspections	8	594,881	4,119					599,000		599,000	8
Miscellaneous Protective Services	9							0		0	9
Animal Control	10	80,000						80,000		80,000	10
Other Public Safety	11							0		0	11
	12							0		0	12
	13							0		0	13
Total Public Safety	14	9,952,724	391,877		0	0	0	10,344,601		10,344,601	14
Section B - Public Works	15										15
Roads, Bridges, Sidewalks	16	1,017,279	1,487,749					2,505,028		2,505,028	16
Parking Meter and Off-Street	17	48,755						48,755		48,755	17
Street Lighting	18	31,777	269,844					301,621		301,621	18
Traffic Control Safety	19	84,082	37,381					121,463		121,463	19
Snow Removal	20	125,620	211,348					336,968		336,968	20
Highway Engineering	21	331,271	50,193					381,464		381,464	21
Street Cleaning	22		16,885					16,885		16,885	22
Airport (if not an enterprise)	23	123,215	29,391					152,606		152,606	23
Garbage (if not an enterprise)	24	113,202						113,202		113,202	24
Other Public Works	25		208,310					208,310		208,310	25
Tree Removal	26	4,027						4,027		4,027	26
	27							0		0	27
Total Public Works	28	1,879,228	2,311,101		0	0	0	4,190,329		4,190,329	28
Section C - Health and Social Services	29										29
Welfare Assistance	30							0		0	30
City Hospital	31							0		0	31
Payments to Private Hospitals	32							0		0	32
Health Regulation and Inspections	33		1,102,281					1,102,281		1,102,281	33
Water, Air, and Mosquito Control	34							0		0	34
Community Mental Health	35							0		0	35
Other Health and Social Services	36							0		0	36
	37							0		0	37
	38							0		0	38
Total Health and Social Services	39	0	1,102,281		0	0	0	1,102,281		1,102,281	39
Section D - Culture and Recreation	40										40
Library Services	41	1,424,210	66,324					1,490,534		1,490,534	41
Museum, Band, Theater	42	10,955						10,955		10,955	42
Parks	43	981,529	242,811					1,224,340		1,224,340	43
Recreation	44	586,742	22,089					608,831		608,831	44
Cemetery	45							0		0	45
Community Center, Zoo, Marina, and Auditorium	46	100,000						100,000		100,000	46
Other Culture and Recreation	47	130,595						130,595		130,595	47
	48							0		0	48
	49							0		0	49
Total Culture and Recreation	50	3,234,031	331,224		0	0	0	3,565,255		3,565,255	50

EXPENDITURES P7

CITY OF

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

NON-GAAP/CASH BASIS

Item description	Line	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of col. (g)) (i)	Line
Section E - Community and Economic Development	51										51
Community beautification	52	12,934	8,000					20,934		20,934	52
Economic development	53	133,706	1,620,410					1,754,116		1,754,116	53
Housing and urban renewal	54		1,293,041					1,293,041		1,293,041	54
Planning and zoning	55	186,592	138					186,730		186,730	55
Other community and economic development	56	325,761	14,950					340,711		340,711	56
TIF Rebates	57			215,212				215,212		215,212	57
	58							0		0	58
Total Community and Economic Development	59	658,993	2,936,539	215,212	0	0	0	3,810,744		3,810,744	59
Section F - General Government	60										60
Mayor, Council and City Manager	61	254,838	7,480					262,318		262,318	61
Clerk, Treasurer, Financial Administration	62	1,005,537	21,016					1,026,553		1,026,553	62
Elections	63							0		0	63
Legal Services and City Attorney	64	67,522						67,522		67,522	64
City Hall and General Buildings	65	181,991	474					182,465		182,465	65
Tort Liability	66							0		0	66
Other General Government	67	7,349						7,349		7,349	67
	68							0		0	68
	69							0		0	69
Total General Government	70	1,517,237	28,970		0	0	0	1,546,207		1,546,207	70
Section G - Debt Service	71				5,846,501			5,846,501		5,846,501	71
	72							0		0	72
	73							0		0	73
Total Debt Service	74	0	0	0	5,846,501	0	0	5,846,501		5,846,501	74
Section H - Regular Capital Projects - Specify	75										75
Streets, Bridges, Sidewalks, Airport, Parks	76					8,521,366		8,521,366		8,521,366	76
Dangerous & Dilapidated Housing	77					766,126		766,126		766,126	77
Subtotal Regular Capital Projects	78	0	0		0	9,287,492	0	9,287,492		9,287,492	78
TIF Capital Projects - Specify	79										79
	80							0		0	80
	81							0		0	81
Subtotal TIF Capital Projects	82	0	0		0	0	0	0		0	82
Total Capital Projects	83	0	0		0	9,287,492	0	9,287,492		9,287,492	83
Total Governmental Activities Expenditures	84	17,242,213	7,101,992	215,212	5,846,501	9,287,492	0	39,693,410		39,693,410	84
(Sum of lines 14, 28, 39, 50, 59, 70, 74, 83)	85										85

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

EXPENDITURES P8
CITY OF
EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, -- Continued
NON-GAAP/CASH BASIS

Item description	Line	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of col. (g)) (i)	Line
Section I - Business Type Activities	87										87
Water - Current Operation	88								4,975,668	4,975,668	88
Capital Outlay	89								4,054,223	4,054,223	89
Debt Service	90								440,600	440,600	90
Sewer and Sewage Disposal - Current Operation	91								3,595,819	3,595,819	91
Capital Outlay	92								3,440,864	3,440,864	92
Debt Service	93								1,677,495	1,677,495	93
Electric - Current Operation	94									0	94
Capital Outlay	95									0	95
Debt Service	96									0	96
Gas Utility - Current Operation	97									0	97
Capital Outlay	98									0	98
Debt Service	99									0	99
Parking - Current Operation	100									0	100
Capital Outlay	101									0	101
Debt Service	102									0	102
Airport - Current Operation	103									0	103
Capital Outlay	104									0	104
Debt Service	105									0	105
Landfill/Garbage - Current operation	106								30,306	30,306	106
Capital Outlay	107									0	107
Debt Service	108									0	108
Hospital - Current Operation	109									0	109
Capital Outlay	110									0	110
Debt Service	111									0	111
Transit - Current Operation	112								920,838	920,838	112
Capital Outlay	113								7,000	7,000	113
Debt Service	114									0	114
Cable TV, Telephone, Internet - Current Operation	115									0	115
Capital Outlay	116									0	116
Housing Authority - Current Operation	117									0	117
Capital Outlay	118									0	118
Debt Service	119									0	119
Storm Water - Current Operation	120								604,263	604,263	120
Capital Outlay	121								977,707	977,707	121
Debt Service	122									0	122
Other Business Type - Current Operation	123								40,540	40,540	123
Capital Outlay	124									0	124
Debt Service	125									0	125
Internal Service Funds - Specify	126										126
	127									0	127
	128									0	128
Total Business Type Activities	129								20,765,323	20,765,323	129

EXPENDITURES P9

CITY OF MARSHALLTOWN

EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, 2023 -- Continued

NON-GAAP/CASH BASIS

Item description	Line	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of col. (g)) (i)	Line
Subtotal Expenditures (Sum of lines 84 and 129)	130	17,242,213	7,101,992	215,212	5,846,501	9,287,492	0	39,693,410	20,765,323	60,458,733	130
Section J - Other Financing Uses Including Transfers Out	131										131
Regular transfers out	132	279,995	9,663,760			2,647,734		12,591,489	1,342,439	13,933,928	132
Internal TIF loans/repayments and transfers out	133			566,699				566,699		566,699	133
	134							0		0	134
Total Other Financing Uses	135	279,995	9,663,760	566,699	0	2,647,734	0	13,158,188	1,342,439	14,500,627	135
Total Expenditures and Other Financing Uses (Sum of lines 130 and 135)	136	17,522,208	16,765,752	781,911	5,846,501	11,935,226	0	52,851,598	22,107,762	74,959,360	136
	137										137
Ending fund balance June 30, :	138										138
Governmental:	139										139
Nonspendable	140							0		0	140
Restricted	141		18,746,921	169,546	216,258	18,104,043		37,236,768		37,236,768	141
Committed	142	250,000						250,000		250,000	142
Assigned	143							0		0	143
Unassigned	144	6,415,973						6,415,973		6,415,973	144
Total Governmental	145	6,665,973	18,746,921	169,546	216,258	18,104,043	0	43,902,741		43,902,741	145
Proprietary	146								32,140,010	32,140,010	146
Total Ending Fund Balance June 30,	147	6,665,973	18,746,921	169,546	216,258	18,104,043	0	43,902,741	32,140,010	76,042,751	147
Total Requirements (Sum of lines 136 and 147)	148	24,188,181	35,512,673	951,457	6,062,759	30,039,269	0	96,754,339	54,247,772	151,002,111	148

OTHER P10

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

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

Purpose	Amount paid to State
Highways	
All other	

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

YOU ARE REQUIRED TO ENTER SALARY DOLLARS IN THE Amount areas FOR SALARIES AND WAGES PAID	Amount
Total Salaries and Wages Paid	13,371,704

Part V Debt Outstanding, Issued, and Retired

Transit subsidies

A. Long-Term Debt

Debt During the Fiscal Year					Debt Outstanding JUNE 30, 2023				
Purpose	**Line**	**Debt Outstanding JULY 1, 2022**	**Issued**	**Retired**	**General Obligation**	**TIF Revenue**	**Revenue**	**Other**	**Interest Paid This Year**
Water Utility	1.	5,330,000		334,000			4,996,000		106,600
Sewer Utility	2.	13,943,000	2,120,002	1,958,000	1,465,000		12,640,002		223,095
Electric Utility	3.								
Gas Utility	4.								
Transit-Bus	5.								
Industrial Revenue	6.								
Mortgage Revenue	7.								
TIF Revenue	8.	1,492,010		362,620	1,129,390				23,745
Other Purposes / Miscellaneous	9.	125,671	200,192					325,863	0
GO	10.	39,937,990	10,165,000	3,462,380	46,640,610				961,056
Parking	11.								
Airport	12.								
Stormwater	13.	4,465,000		465,000	4,000,000				62,100
Section 108	14.								
Total Long-Term		65,293,671	12,485,194	6,582,000	53,235,000	0	17,636,002	325,863	1,376,596

B. Short-Term Debt Amount

Outstanding as of July 1, 2022	
Outstanding as of JUNE 30, 2023	

Part VI DEBT LIMITATION FOR GENERAL OBLIGATIONS

Actual valuation -- January 1, 2021

Amount		
1,819,258,414	**x.0.5 = $**	90,962,920.7

Part VII CASH AND INVESTMENT ASSETS AS OF JUNE 30, 2023

Type of asset	Bond and interest funds (a)	Bond construction funds (b)	Pension/retirement funds (c)	All other Funds (d)	Total (e)
Cash and investments - Include cash on hand, CD's, time, checking and savings deposits, Federal securities, Federal agency securities, State and local government securities, and all other securities. Exclude value of real property.	216,258	18,895,838		57,108,640	76,220,736

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

FUND BALANCES FOR FY23

Fund	Fund Name	ENDING CASH 06/30/22	ACTUAL FY 23 NET BUDGET	ACTUAL 06/30/23 ENDING BALANCE
001	GENERAL FUND (incl. $8.10 levy)	3,567,795.12	-	3,567,795.12
010	CASH FLOW RESERVE FUND (17% of fund 001 exp)	2,597,495.17	158,080.79	2,755,575.96
030	CAPITAL RESERVE (CIP-GF; Levy in Fund 300)	-	-	-
031	CAPITAL RSRV-BLDG MAINT	260,113.94	(11,266.78)	248,847.16
032	CIP LARGE VEHICLE/EQUIPMENT (CIP: Levy in Fund 300)	-	93,755.00	93,755.00
	TOTAL GENERAL FUNDS	6,425,404.23	240,569.01	6,665,973.24
110	ROAD USE TAX	6,303,147.02	1,569,818.89	7,872,965.91
112	EMPLOYEE BENEFITS FUND (Levy for actual amt needed)	3,417,943.48	350,866.26	3,768,809.74
117	POLICE/FIRE RETIREMENT (Levy for actual amount needed)	582,899.93	59,577.98	642,477.91
119	EMERGENCY FUND (Levy maximum $ .27)	-	-	-
121	LOCAL OPTION SALES TAX (L.O.S.T.)	6,654,632.96	(641,709.40)	6,012,923.56
125	TAX INCREMENT FINANCING (TIF)	469,295.69	(299,749.92)	169,545.77
130	CITY TORT LIABILITY (Insurance Claims)	82,551.75	45,654.41	128,206.16
132	GRANTS-STATE/LOCAL AGENCIES (Catalyst Grant, CDBG, Revitalization, MICA, IGP, TSIP, Elks Park, MICA,etc.)	(226,794.55)	(1,010,976.87)	(1,237,771.42)
133	Undesignated Federal Grants (incl. Brownfield)	(27,785.30)	848.04	(26,937.26)
140	PARK & REC DONATION FUND (Incl. Park improvements, benches, trees, etc.)	270,158.41	31,437.85	301,596.26
141	MTOWN TENNIS ASSOC	2,821.58	68.48	2,890.06
142	SOFTBALL ASSOCIATION FUND (City is reimbursed)	(19,744.23)	13,594.48	(6,149.75)
144	LIVE HEALTHY IOWA (Hersey)	6,128.83	148.73	6,277.56
145	TORNADO GENERAL (Insurance & FEMA)	231,916.46	55,946.56	287,863.02
147	FEMA DEMO (tornado related)	-		-
148	FEMA- COVID19	(16,057.20)	3,914.05	(12,143.15)
149	FEMA - WINDS (Derecho)	(4,564,245.98)	4,898,265.31	334,019.33
150	COPS FAST GRANTS (School Resource Officer)	(2,067.29)	(1,952.68)	(4,019.97)
151	DEPT OF JUSTICE GRANTS (Edward Byrne Justice Assistance Grant, Bulletproof Vest Partnership,MPACT)	(32,359.86)	13,904.88	(18,454.98)
152	POLICE UNDESIGNATED GRANTS (Violence Against Women, Drug Enforcement, DCAT-MPACT, Camp OT,, Cornovirus, etc.)	(36,541.82)	26,301.32	(10,240.50)
153	POLICE DEPT DONATION FUND (Incl. Child Safety Seats, Canine)	68,938.82	54,051.89	122,990.71
156	FIRE DEPT DONATION FUND	61,515.49	20,663.73	82,179.22
157	FIRE DEPT GRANTS	-	-	-
160	ECONOMIC DEVELOPMENT GIFT	53,662.00	1,302.15	54,964.15

Fund	Fund Name	ENDING CASH 06/30/22	ACTUAL FY 23 NET BUDGET	ACTUAL 06/30/23 ENDING BALANCE
161	SURETY DEPOSITS/SUBDIVIDER	11,195.29	271.67	11,466.96
170	LIBRARY DONATION FUND (Mobile unit & garage)	122,407.61	(7,793.66)	114,613.95
177	SEIZED ASSETS (Police Dept. Abandoned Assets)	25,431.36	(768.20)	24,663.16
183	FY 08 EDI (ECON DEV INCENTIVE)- Funds recovered when sell property	(13,389.25)	13,389.25	-
184	VOUCHERS - 002, 003 (Section 8 Housing Choice)	177,459.99	34,928.45	212,388.44
189	#6 HUD LEAD GRANT	23,925.54	57,416.49	81,342.03
	TOTAL SPECIAL REVENUES (Includes TIF 125 & 126)	13,627,046.73	5,289,420.14	18,916,466.87
200	GO BONDS DEBT FUND	172,476.91	43,780.89	216,257.80
300	CIP COLLECTION FUND (Levy $ .675/$1,000)	545,652.93	(155,787.28)	389,865.65
310	FEDERAL STREET GRANTS	-	-	-
311	RISE STREET GRANTS (Edgewood extension)	-	(3,632,998.53)	(3,632,998.53)
312	AIRPORT PROJECT FUND	(47,352.21)	169,745.03	122,392.82
320	SPECIAL ASSESSMENT PROJECTS (Sidewalks)	(14,510.95)	-	(14,510.95)
340	BIKE PATH PROJECT FUND	(61,197.07)	59,685.47	(1,511.60)
341	TREES FOREVER PROJECT	34,323.40	(8,656.05)	25,667.35
350	GO BONDS CAPITAL PROJECTS	9,120.40	221.32	9,341.72
354	POLICE & FIRE STATIONS	741.00	(741.00)	-
355	2015 GO BONDS (Dangerous&Delapidated)	476,711.83	(95,804.26)	380,907.57
357	2018 CY STREET PROJECTS (3rd St Bridge, Microsurfacing)	-	-	-
360	2019 GO BONDS & PROJECTS (sidewalks, streets, parks)	1,333,276.13	(1,333,276.13)	-
361	LIBRARY BUILDING ADDITION (Budget only, requires public hearing)	1,587.78	38.55	1,626.33
362	2020 GO BONDS (RR, trails, streets, sidewalks, tennis courts, etc)	721,249.58	(8,147.70)	713,101.88
363	2021 GO BONDS (Viaduct, State Street reconstruction, D&D, Street improvements, softball parking lot)	8,432,914.27	(1,056,173.19)	7,376,741.08
364	2022 GO BONDS (Street & park improvements, splashpad, sidewalks, parking lot, D&D blds)	-	9,627,478.41	9,627,478.41
365	2023 GO BONDS (Street infrastructure and improvements)	-	-	-
389	AMERICAN RESCUE PLAN (ARPA) (Edgewood Ext, State St, GF)	1,805,687.80	1,300,253.41	3,105,941.21
392	TIF DISTRICT III CAP PROJECTS	7,208.04	(7,208.04)	-
395	ECONOMIC DEVELOPMENT PROJECT (E. Merle Hibbs, S. 7th Ave, UPH access road, Creekside Estates)	-	-	-
	TOTAL CAPITAL PROJECTS	13,245,412.93	4,858,630.01	18,104,042.94

Fund	Fund Name	ENDING CASH 06/30/22	ACTUAL FY 23 NET BUDGET	ACTUAL 06/30/23 ENDING BALANCE
610	WATER POLLUTION CONTROL	-	-	-
611	WPCP REVENUE	18,918,270.02	2,076,354.04	20,994,624.06
612	WPCP REVENUE BOND FUND	-	-	-
614	WPCP CAPITAL IMPROVEMENT RSRV	1,094,108.09	26,549.13	1,120,657.22
615	WPCP PLANT & IMPROVEMENTS	-	-	-
616	SANITARY SEWER REHAB PROJECT	-	-	-
617	SANITARY SEWER NEW CONSTRUCTN REVENUE	147,976.84	8,680.36	156,657.20
690	TRANSIT OPERATING	638,326.81	367,328.89	1,005,655.70
740	STORM SEWER UTILITY	1,941,702.25	(190,668.01)	1,751,034.24
741	2016 GO STORM WATER PROJ	1,340,270.37	(542,661.31)	797,609.06
742	TORNADO-STORM/SEWER	-	-	-
750	COMPOSTING FACILITY	139,211.51	61,286.83	200,498.34
760	P&R CONCESSIONS ENTERPRISE	(18,805.93)	(6,759.44)	(25,565.37)
	MARSHALLTOWN WATER WORKS			-
	TOTAL PROPRIETARY FUNDS	24,201,059.96	1,800,110.49	26,001,170.45
TOTAL	GRAND TOTAL CITY	57,671,400.76	12,232,510.54	69,903,911.30

	Marshalltown Water Works	7,562,835.00	(1,423,995.00)	6,138,840.00
	TOTAL CASH BALANCES FOR BUDGET	**65,234,235.76**	**10,808,515.54**	**76,042,751.30**

DORSEY™
always ahead

November 21, 2022

Via Email
Alicia Hunter
City Clerk/City Hall
Marshalltown, Iowa

Re: General Obligation Corporate Purpose Bonds, Series 2023
Our File No. 422742-54

Dear Alicia:

We have prepared and attach proceedings to be used at the November 27, 2023 City Council meeting to enable the Council to adopt the resolution (the "Resolution") approving the Loan Agreement and providing for the issuance of the General Obligation Corporate Purpose Bonds, Series 2023 (the "Bonds").

The proceedings attached include the following items:

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

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

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

3. County Filing Certificate relating to the filing of a certified copy of this Resolution in the Marshall County Auditor's office. After it is adopted, a certified copy of the Resolution must be filed with the Marshall County Auditor prior to closing on December 12, 2023. An extra copy of the Resolution should be printed for this purpose.

As provided in this Resolution, beginning in the 2024-2025 fiscal year, the County Auditor will have a mandatory duty to make a levy of taxes to pay principal of and interest on the Bonds unless the City's budget each year affirmatively shows that the tax should not be levied because other funds will be applied to the payment of the Bonds for that budget year. To the extent the City determines that property tax levies will be needed for payment in any year, the tax levy amounts needed must be certified for that year in the City's budget as part of the Debt Service Fund, and the funds derived from sources other than taxes must be shown on the appropriate budget document.

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

Also attached is a Loan Agreement for execution by you and the Mayor. Please print the Loan Agreement for execution. After it has been signed, please scan and e-mail a copy to us as soon as possible and in advance of closing.

We are also attaching a Continuing Disclosure Certificate for you and Mayor to sign. Please retain one executed copy for the City's records and e-mail a copy to us as soon as possible and in advance of closing..

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

If you have any questions, please contact Erin Regan, Cheryl Ritter or me.

Best regards,

John P. Danos

Attachments

cc: Diana Steiner
Joe Gaa
Speer Financial, Inc.
Diana VanVleet
Robert W. Baird & Co., Inc.

MINUTES TO AUTHORIZE ISSUANCE OF BONDS

422742-54

Marshalltown, Iowa

November 27, 2023

The City Council of the City of Marshalltown, Iowa, met on November 27, 2023, at 5:30 o'clock p.m. at the City Council Chambers, 10 West State Street, Marshalltown, Iowa.

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

Present: ____

Absent: ____.

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

Ayes: ____

Nays: ____.

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

• • • •

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

____
Mayor

Attest:

____
City Clerk

RESOLUTION NO. 2023-246

Resolution authorizing and approving a Loan Agreement, providing for the issuance of $9,840,000 General Obligation Corporate Purpose Bonds, Series 2023, and providing for the levy of taxes to pay the same

WHEREAS, the City of Marshalltown (the "City"), in Marshall County, State of Iowa heretofore proposed to enter into a loan agreement (the "Essential Purpose Loan Agreement"), pursuant to the provisions of Section 384.24A of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed $9,840,000 for the purpose of purpose of paying the costs, to that extent, of (a) constructing street, bridge, water utility, sanitary sewer utility, storm water drainage, alley and sidewalk improvements; and (b) acquiring and installing street lighting, signage and signalization improvements (the "Essential Purpose Projects"); and pursuant to law and a notice duly published, the City Council has held a public hearing on such proposal on October 23, 2023; and

WHEREAS, the City also proposed to enter into a loan agreement (the "General Purpose Loan Agreement" and together with the Essential Purpose Loan Agreement, the "Loan Agreements") and to borrow money thereunder in a principal amount not to exceed $700,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the costs, to that extent, of undertaking streetscape beautification improvements, including art installation, planting of new trees and landscaping (the "General Purpose Projects" and together with the Essential Purpose Projects, the "Projects"); and in lieu of calling an election upon such proposal, has published notice of the proposed action and has held a hearing thereon, and as of October 23, 2023, no petition had been filed with the City asking that the question of entering into the General Purpose Loan Agreement be submitted to the registered voters of the City; and

WHEREAS, pursuant to the provisions of Section 384.28 of the Code of Iowa, the City Council combined the Loan Agreements into a single loan agreement (the "Loan Agreement"); and

WHEREAS, the City shall issue General Obligation Corporate Purpose Bonds, Series 2023 (the "Bonds") in evidence of its obligation under the Loan Agreement; and

WHEREAS, a Preliminary Official Statement (the "P.O.S.") has been prepared to facilitate the sale of the General Obligation Corporate Purpose Bonds, Series 2023 (the "Bonds") to be issued in evidence of the obligations of the City under the Loan Agreement, and the City has made provision for the approval of the P.O.S. and has authorized its use by Speer Financial, Inc., as municipal advisor (the "Municipal Advisor") to the City; and

WHEREAS, pursuant to advertisement of sale, bids for the purchase of the Bonds were received and canvassed on behalf of the City and the substance of such bids noted in the minutes; and

WHEREAS, upon final consideration of all bids, the bid of Robert W. Baird & Co., Inc., Milwaukee, Wisconsin (the "Purchaser"), was determined to be the best, such bid proposing the lowest interest cost to the City for the Bonds; and

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

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

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

Section 1. The City shall enter into the Loan Agreement with the Purchaser in substantially the form as has been placed on file with the City Council, providing for a loan to the City in the principal amount of $9,840,000 for the purposes set forth in the preamble hereof.

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

Section 2. The Bonds, in the aggregate principal amount of $9,840,000, are hereby authorized to be issued in evidence of the City's obligations under the Loan Agreement. The Bonds shall be dated December 12, 2023, shall be issued in the denomination of $5,000 each or any integral multiple thereof and shall mature on June 1 in each of the years, in the respective principal amounts, and bearing interest at the respective rates as follows:

Date	Principal	Interest Rate	Date	Principal	Interest Rate
2025	$ 245,000	4.000%	2032	$ 655,000	4.000%
2026	$ 490,000	4.000%	2033	$ 690,000	4.000%
2027	$ 515,000	4.000%	2034	$ 725,000	4.000%
2028	$ 540,000	4.000%	2036	$1,555,000	4.000%
2029	$ 565,000	4.000%	2037	$ 835,000	4.000%
2030	$ 595,000	4.000%	2038	$ 880,000	4.125%
2031	$ 625,000	4.000%	2039	$ 925,000	4.250%

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

The City reserves the right to optionally prepay part or all of the principal of the Bonds maturing in the years 2031 through 2039, inclusive, prior to and in any order of maturity on June 1, 2030, or on any date thereafter upon terms of par and accrued interest. If less than all of the Bonds of any like maturity are to be redeemed, the particular part of those Bonds to be redeemed shall be selected by the Registrar by lot. The Bonds may be called in part in one or more units of $5,000.

Principal of the Bond maturing on June 1, 2036 is subject to mandatory redemption (by lot, as selected by the Registrar) on June 1, 2035 at a redemption price of 100% of the principal amount thereof to be redeemed, plus accrued interest thereon to the redemption date, in the following principal amounts:

Year	Principal Amount
2035	$760,000
2036	$795,000 (Maturity)

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

Accrued interest on the Bonds shall be payable semiannually on the first day of June and December in each year, commencing December 1, 2024. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months. Payment of interest on the Bonds shall be made to the registered owners appearing on the registration books of the City at the close of business on the fifteenth day of the month next preceding the interest payment date and shall be paid to the registered owners at the addresses shown on such registration books. Principal of the Bonds shall be payable in lawful money of the United States of America to the registered owners or their legal representatives upon presentation and surrender of the Bond or Bonds at the office of the Paying Agent.

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

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

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

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

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

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

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

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

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

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

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

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

(Form of Bond)

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

GENERAL OBLIGATION CORPORATE PURPOSE BOND, SERIES 2023

No. _____ $________

RATE	MATURITY DATE	BOND DATE	CUSIP
____%	June 1, ______	December 12, 2023	572767 ____

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

Cede & Co.
New York, New York

or registered assigns, the principal sum of

THOUSAND DOLLARS

in lawful money of the United States of America upon presentation and surrender of this Bond at the office of UMB Bank, n.a., West Des Moines, Iowa (hereinafter referred to as the "Registrar" or the "Paying Agent"), with interest on said sum, until paid, at the rate per annum specified above from the date of this Bond, or from the most recent interest payment date on which interest has been paid, on June 1 and December 1 of each year, commencing December 1, 2024, except as the provisions hereinafter set forth with respect to redemption prior to maturity may be or become applicable hereto. Interest on this Bond is payable to the registered owner appearing on the registration books of the City at the close of business on the fifteenth day of the month next preceding the interest payment date, and shall be paid to the registered owner at the address shown on such registration books. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

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

This Bond is one of a series of General Obligation Corporate Purpose Bonds, Series 2023 (the "Bonds") issued by the City to evidence its obligation under a certain loan agreement, dated as of December 12, 2023 (the "Loan Agreement"), entered into by the City for the purpose of paying the costs, to that extent, of (a) constructing street, bridge, water utility, sanitary sewer utility, storm water drainage, alley and sidewalk improvements; (b) acquiring and installing street lighting, signage and signalization improvements; and (c) undertaking streetscape beautification improvements, including art installation, planting of new trees and landscaping (the "Projects").

The Bonds are issued pursuant to and in strict compliance with the provisions of Chapters 76 and 384 of the Code of Iowa, 2023, and all other laws amendatory thereof and supplemental thereto, and in conformity with a resolution of the City Council, adopted on November 27, 2023, authorizing and approving the Loan Agreement and providing for the issuance and securing the payment of the Bonds (the "Resolution"), and reference is hereby made to the Resolution and the Loan Agreement for a more complete statement as to the source of payment of the Bonds and the rights of the owners of the Bonds.

The City reserves the right to optionally prepay part or all of the principal of the Bonds maturing in the years 2031 through 2039, inclusive, prior to and in any order of maturity on June 1, 2030, or on any date thereafter upon terms of par and accrued interest. If less than all of the Bonds of any like maturity are to be redeemed, the particular part of those Bonds to be redeemed shall be selected by the Registrar by lot. The Bonds may be called in part in one or more units of $5,000. Principal of the Bonds maturing on June 1, 2036 is subject to mandatory redemption (by lot, as selected by the Registrar) on June 1, 2035, in accordance with the mandatory redemption schedules set forth in the Resolution at a redemption price of 100% of the principal amount thereof to be redeemed, plus accrued interest thereon to the redemption date.

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

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

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

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

IN TESTIMONY WHEREOF, the City of Marshalltown, Iowa, by its City Council, has caused this Bond to be executed with the duly authorized facsimile signature of its Mayor and attested with the duly authorized facsimile signature of its City Clerk, as of December 12, 2023.

CITY OF MARSHALLTOWN, IOWA

By (DO NOT SIGN)______________________
Mayor

Attest:

____________(DO NOT SIGN)____________
City Clerk

Registration Date: (December 12, 2023)

REGISTRAR'S CERTIFICATE OF AUTHENTICATION

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

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

By (Authorized Signature)______________________
Authorized Officer

ABBREVIATIONS

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

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

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

ASSIGNMENT

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

____
(Please print or type name and address of Assignee)

____
PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

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

Dated: ______________________________

Signature guaranteed:

____

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

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

Section 6. The Bonds shall be executed as herein provided as soon after the adoption of this resolution as may be possible, and thereupon they shall be delivered to the Registrar for registration, authentication and delivery to or on behalf of the Purchaser, upon receipt of the loan proceeds ($9,909,238.05) (the “Loan Proceeds”), such amount including net original issue premium ($69,238.05), and all action heretofore taken in connection with the Loan Agreement is hereby ratified and confirmed in all respects.

A portion of the Loan Proceeds ($145,195.50) shall be retained by the Purchaser as the underwriter’s discount.

A portion of the Loan Proceeds ($9,693,579.55) (the “Project Proceeds) received from the sale of the Bonds, shall be deposited in a dedicated fund (the “Project Fund”), which is hereby created, to be used for the payment of costs of the Projects and to the extent that Project Proceeds remain after the full payment of the costs of the Projects, such Project Proceeds, shall be transferred to the Debt Service Fund for the payment of interest on the Bonds.

The remainder of the Loan Proceeds ($70,463) (the “Cost of Issuance Proceeds”), received from the sale of the Bonds shall be deposited in the Project Fund, and shall be used for the payment of costs of issuance of the Bonds, and to the extent that Cost of Issuance Proceeds remain after the full payment of the costs of issuance of the Bonds, such Cost of Issuance Proceeds shall be transferred to the Debt Service Fund for the payment of interest on the Bonds.

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

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

For collection in the fiscal year beginning July 1, 2024, sufficient to produce the net annual sum of $828,388;

For collection in the fiscal year beginning July 1, 2025, sufficient to produce the net annual sum of $877,213;

For collection in the fiscal year beginning July 1, 2026, sufficient to produce the net annual sum of $882,613;

For collection in the fiscal year beginning July 1, 2027, sufficient to produce the net annual sum of $887,013;

For collection in the fiscal year beginning July 1, 2028, sufficient to produce the net annual sum of $890,413;

For collection in the fiscal year beginning July 1, 2029, sufficient to produce the net annual sum of $897,813;

For collection in the fiscal year beginning July 1, 2030, sufficient to produce the net annual sum of $904,013;

For collection in the fiscal year beginning July 1, 2031, sufficient to produce the net annual sum of $909,013;

For collection in the fiscal year beginning July 1, 2032, sufficient to produce the net annual sum of $917,813;

For collection in the fiscal year beginning July 1, 2033, sufficient to produce the net annual sum of $925,213;

For collection in the fiscal year beginning July 1, 2034, sufficient to produce the net annual sum of $931,213;

For collection in the fiscal year beginning July 1, 2035, sufficient to produce the net annual sum of $935,813;

For collection in the fiscal year beginning July 1, 2036, sufficient to produce the net annual sum of $944,013;

For collection in the fiscal year beginning July 1, 2037, sufficient to produce the net annual sum of $955,613; and

For collection in the fiscal year beginning July 1, 2038, sufficient to produce the net annual sum of $964,313.

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

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

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

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

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

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

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

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

Passed and approved November 27, 2023.

____
Mayor

Attest:

____
City Clerk

ATTESTATION CERTIFICATE

STATE OF IOWA
COUNTY OF MARSHALL SS:
CITY OF MARSHALLTOWN

I, the undersigned, City Clerk of the City of Marshalltown, do hereby certify that as such City Clerk I have in my possession or have access to the complete corporate records of the City and of its City Council and officers and that I have carefully compared the transcript hereto attached with those corporate records and that the transcript hereto attached is a true, correct and complete copy of all the corporate records in relation to the adoption of a resolution authorizing a Loan Agreement and providing for the issuance of $9,840,000 General Obligation Corporate Purpose Bonds, Series 2023 of the City evidencing the City's obligation under the Loan Agreement and that the transcript hereto attached contains a true, correct and complete statement of all the measures adopted and proceedings, acts and things had, done and performed up to the present time with respect thereto.

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

WITNESS MY HAND this ______ day of ______________________, 2023.

____
City Clerk

COUNTY FILING CERTIFICATE

STATE OF IOWA
SS:
MARSHALL COUNTY

I, the undersigned, County Auditor of Marshall County, in the State of Iowa, do hereby certify that on the ________ day of ______________________, 2023, the City Clerk of the City of Marshalltown filed in my office a certified copy of a resolution of such City shown to have been adopted by the City Council and approved by the Mayor thereof on November 27, 2023, entitled: "Resolution authorizing and approving a Loan Agreement, providing for the issuance of $9,840,000 General Obligation Corporate Purpose Bonds, Series 2023, and providing for the levy of taxes to pay the same," and that I have duly placed a copy of the resolution on file in my records.

I further certify that the taxes provided for in that resolution will in due time, manner and season be entered on the State and County tax lists of this County for collection in the fiscal year beginning July 1, 2024, and subsequent years as provided in the resolution.

WITNESS MY HAND this ______ day of ______________________, 2023.

____
County Auditor

MARSHALLTOWN
IOWA

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

TO: Mayor Greer and City Council
FROM: Diana Steiner, Finance Director
DATE: October 19 2023
RE: Preliminary Official Statement and set date of bond sale

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

Goal 3:Objective 2 Develop Comprehensive plans for City infrastructure and improvements.

Recommendation: Set date of bond sale for November 13, 2023 for up to $9,840,000 General Obligation Corporate Purpose Bonds, Series 2023, and approve the preliminary official statement.

Budget Impact: The debt borrowed for the new projects could have an effect on the property tax levy depending on how much is collected in Local Option Sales Tax (LOST) and how much the Council is willing to contribute out of Council Designated funds like you have in the past. This will be discussed during the FY25 budget cycle.

Description/Background:
Under Iowa Code Sections 384.24A and 384.2A, the City can enter into a loan agreement to borrow money for any public purpose, but the Council must set a public hearing notice and then approve the bond. That hearing took will take place on October 23, 2023 and afterwards the Council may approve and move forward with the bond issuance. The next step is for the Council to approve the Preliminary Official Statement (POS) before it is released into the market for the bond sale. As the governing body, the Council is responsible for reviewing the POS prior to voting on it for approval. (PLEASE NOTE THAT THE ENTIRE DOCUMENT IS 236 PAGES. The appendixes include the FY2022 Annual Comprehensive Financial Report which has already been approved by Council and the draft legal opinion, continuing disclosure certificate and issue price guidance, which is all standard and comes from Bond Counsel as a legal authority). Speer Financial Inc., the City's municipal advisor, prepared the POS and staff have reviewed. Staff recommend approving the POS, which will then authorize the use of it by Speer Financial for any legal public purpose. Staff's recommendation is to set the bond sale on November 13, 2023. Sealed bids shall be received and canvassed on behalf of the City until 11 a.m. The Council can then accept the bids at the regular Council meeting that evening. At the November 27th meeting, Council would authorize the issuance of the bonds. The proceeds from the bonds would be received on December 12th.

The estimated costs for the bond issuances are $157,915 (Moody's Rating $19,500, Municipal Advisor $33,515, Bond Council $24,000, Registrar fee $900 and Underwriter Discount $80,000)

The bonds will be used for the following projects:

$ 7,146,000	Downtown Implementation Plan Phase 2 - East Main St from Center to 3rd Ave and Center St. to Church St.
$ 710,000	State Street Stormwater Outlet N 3rd St to N 4th St
$ 1,984,000	Street Improvements
$ 9,840,000	Bond in CY2023 (rounded down so within $5,000 increment for bond sale)
$ 700,000	General Corporate Purpose hearing for landscaping, street trees, landscaping, some art component
$ 9,140,000	Essential Corporate Purpose
	**NOTE: Hearing will state not to exceed $9,840,000 in case the $700,000 fails, so we can still borrow
	up to the debt capacity limit.
$ 9,840,000	

Per bond council, we will be having 2 public hearings:

1. General Corporate Purpose: Part of the downtown implementation plan which includes streetscape elements associated with that project, such as trees, landscaping and some art component. We are capped at $700,000 for reverse referendum process purposes.
2. Essential Corporate Purpose: All other projects listed above are considered essential.

The time frame for the bond proceedings are as follows:

Set date of public hearing	Oct. 9
Hold public hearing	Oct. 23
Bond sale	Nov 13
Authorize/issuance proceedings	Nov 27
Bond closing (receive proceeds)	Dec 12

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by the City of Marshalltown, Iowa (the "Issuer"), in connection with the issuance of $9,840,000 General Obligation Corporate Purpose Bonds, Series 2023 (the "Bonds"), dated December 12, 2023. The Bonds are being issued pursuant to resolutions of the Issuer approved on November 27, 2023 (the "Resolutions"). The Issuer covenants and agrees as follows:

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

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

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

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

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

"EMMA" shall mean the MSRB's Electronic Municipal Market Access system available at http://emma.msrb.org.

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

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

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

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

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

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

"State" shall mean the State of Iowa.

Section 3. <u>Provision of Annual Reports</u>.

(a) Not later than June 30 (the "Submission Deadline") of each year following the end of the 2022-2023 fiscal year, the Issuer shall, or shall cause the Dissemination Agent (if any) to, file on EMMA an electronic copy of its Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate in a format and accompanied by such identifying information as prescribed by the MSRB. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report and later than the Submission Deadline if they are not available by that date. If the Issuer's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c), and the Submission Deadline beginning with the subsequent fiscal year will become one year following the end of the changed fiscal year.

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

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

Section 4. <u>Content of Annual Reports</u>. The Issuer's Annual Report shall contain or include by reference the following:

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

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

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

- **Debt Information:**
  Debt Limitation
  Summary of Outstanding General Obligation Bonded Debt
  General Obligation Debt
  Statement of Bonded Indebtedness

- **Property Assessment and Tax Information:**
  Actual (100%) Valuations for the City
  Taxable (Rollback) Valuations for the City
  Tax Extensions and Collections
  Principal Taxpayers
  Property Tax Rates

- **Financial Information:**
  Statement of Net Position – Governmental Activities
  Statement of Activities – Governmental Activities
  Balance Sheet – General Fund
  Statement of Revenues, Expenditures and Changes in Fund Balances – General Fund

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

Section 5. Reporting of Significant Events

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

(1) Principal and interest payment delinquencies.

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

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

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

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

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

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

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

(9) Defeasances.

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

(11) Rating changes.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 10. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate, any Holder or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate. Direct, indirect, consequential and punitive damages shall not be recoverable by any person for any default hereunder and are hereby waived to the extent permitted by law. A default under this Disclosure Certificate shall not be deemed an event of default under the Resolutions, and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance.

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

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

Dated: December 12, 2023

CITY OF MARSHALLTOWN, IOWA

By____________________________________
Mayor

Attest:

By____________________________________
City Clerk

LOAN AGREEMENT

This Loan Agreement is entered into as of December 12, 2023 by and between the City of Marshalltown, Iowa (the "City"), and Robert W. Baird & Co., Inc., Milwaukee, Wisconsin (the "Purchaser"). The parties agree as follows:

1. The Purchaser shall loan to the City the sum of $9,840,000 and the City's obligation to repay hereunder shall be evidenced by the issuance of General Obligation Corporate Purpose Bonds, Series 2023 in the aggregate principal amount of $9,840,000 (the "Bonds").

2. The City has adopted a resolution on November 27, 2023 (the "Resolution") authorizing and approving this Loan Agreement and providing for the issuance of the Bonds and the levy of taxes to pay the principal of and interest on the Bonds for the purpose or purposes set forth in the Resolution. The Resolution is incorporated herein by reference, and the parties agree to abide by the terms and provisions of the Resolution. In and by the Resolution, provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the City for the payment of the principal of and interest on the Bonds as the same will respectively become due.

3. The Bonds, in substantially the form set forth in the Resolution, shall be executed and delivered to or on behalf of the Purchaser to evidence the City's obligation to repay the amounts payable hereunder. The Bonds shall be dated December 12, 2023, shall be in denominations of $5,000 or integral multiples thereof, shall bear interest, shall be payable as to principal on the dates and in the amounts, shall be subject to prepayment prior to maturity and shall contain such other terms and provisions as provided in the Bonds and the Resolution.

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

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

CITY OF MARSHALLTOWN, IOWA

By____________________________________
Mayor

Attest:

____
City Clerk

ROBERT W. BAIRD & CO., INC.
Milwaukee, Wisconsin

By____________________________________
(Signature)

____
(Print Name and Title)

REGISTRAR / PAYING AGENT AGREEMENT

THIS AGREEMENT is made and entered into this December 12, 2023 (the "Dated Date") by and between the City of Marshalltown, Iowa hereinafter called "ISSUER", and UMB Bank, n.a., a national banking association with its principal payment office in Kansas City, Missouri, in its capacity as paying agent and registrar, hereinafter called the "AGENT".

WHEREAS, the ISSUER has issued, or is currently in the process of issuing, pursuant to an ordinance, resolution, order, final terms certificate, notice of sale or other authorizing instrument of the governing body of the ISSUER, hereinafter collectively called the "Bond Document" certain bonds, certificates, notes and/or other debt instruments, more particularly described as $9,840,000 General Obligation Corporate Purpose Bonds, Series 2023 hereinafter called the "Bonds"; and

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

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

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

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

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

a) A copy of the Bond Document, and the consent or approval of any other governmental or regulatory authority, required by law to approve or authorize the issuance of the Bonds;

b) A written opinion by an attorney or by a firm of attorneys with a nationally recognized standing in the field of municipal bond financing, and any supporting or supplemental opinions, to the effect that the Bonds and the Bond Document have been duly authorized and issued by, are legally binding upon and are enforceable against the ISSUER;

c) A closing certificate of the ISSUER, a closing certificate and/or receipt of the purchaser(s) of the Bonds, and such other documents related to the issuance of the Bonds as the Agent reasonably deems necessary or appropriate; and

d) Unless Paragraph 20 hereof is applicable, in addition to the transcript of proceedings a reasonable supply of blank Bond certificates bearing the manual or facsimile signatures of officials of the ISSUER authorized to sign certificates and, if required by the Bond Document, impressed with the ISSUER's seal or facsimile thereof, to enable the AGENT to provide Bond Certificates to the holders of the Bonds upon original issuance or the transfer thereof.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a) The registry of owners maintained by the AGENT will reflect as owner of the Bonds only the Securities Depository or its nominee, until and unless the ISSUER authorizes the delivery of Bond certificates to the beneficial owners as described in subsection (d) below.

b) It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its participants and receive and transmit payments of principal and interest on the Bonds to the participants, unless and until the ISSUER authorizes the delivery of Bonds to the beneficial owners as described in subsection (d) below.

c) The ISSUER may at any time, in accordance with the Bond Document, select and appoint a successor Securities Depository and shall notify the Agent of such selection and appointment in writing.

d) If the ISSUER determines that the holding of the Bonds by the Securities Depository is no longer in the best interests of the beneficial owners of the Bonds, then the AGENT, at the written instruction and expense of the ISSUER, shall notify the beneficial owners of the Bonds by first class mail of such determination and of the availability of certificates to owners requesting the same. The AGENT shall register in the names of and authenticate and deliver certificates representing their respective interests in the Bonds to the beneficial owners or their nominees, in principal amounts and maturities representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption. In such event, all references to the Securities Depository herein shall relate to the period of time when at least one Bond is registered in the name of the Securities Depository or its nominee. For the purposes of this paragraph, the AGENT may conclusively rely on information provided by the Securities Depository and its participants as to principal amounts held by and the names and mailing addresses of the beneficial owners of the Bonds, and shall not be responsible for any investigation to determine the beneficial owners. The cost of printing certificates for the Bonds and expenses of the AGENT shall be paid by the ISSUER.

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

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

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

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

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

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

If to AGENT:

UMB Bank, n.a.
Attn: Corporate Trust & Escrow Services
7155 Lake Drive, Suite 120
West Des Moines, Iowa 50266

If to ISSUER:

City of Marshalltown, Iowa
Attn: City Clerk
City Hall
24 N Center Street
Marshalltown, Iowa 50158-4912

26. The parties hereto agree that the transactions described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

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

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

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

CITY OF MARSHALLTOWN, IOWA

____
Mayor

Attest:

____
City Clerk

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

By:____
Authorized Signatory

Paying Agent, Bond Registrar and Transfer Agent Fee Schedule

Administration Fee

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

*Initial Fees charged at Closing
*Annual Fees charged in arrears month of closing

Additional Services

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

Services Available Upon Request

• Dissemination Agent	$1,000 annual

Changes in Fee Schedule

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

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

ORDINANCE 15077

ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA BY AMENDING CHAPTER 77, PARKING SCHEDULES, SCHEDULE II. NO PARKING ANY TIME AND SCHEDULE VII. SNOW REMOVAL; PARKING PROHIBITED

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

Section 1. The Code of Ordinances, City of Marshalltown, Iowa CHAPTER 77 PARKING SCHEDULES, SCHEDULE II. NO PARKING ANY TIME, Section (A), is hereby amended by adding the following to the schedule:

Side	***On Street***	***From***	***To***
North	E. & W. State Street	N. 3rd Street	N. 3rd Avenue

Section 2. The Code of Ordinances, City of Marshalltown, CHAPTER 77 PARKING SCHEDULES, SCHEDULE VII. SNOW REMOVAL; PARKING PROHIBITED, Section (A)(2), is hereby amended by adding the following to the schedule:

Side	***On Street***	***From***	***To***
South	E. & W. State Street	N. 3rd Street	N. 3rd Avenue

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

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

MARSHALLTOWN
IOWA

Joel Greer, Mayor
Joe Gaa, 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: November 13, 2023
RE: Ordinance Amendment – Chapter 77 – Parking Schedules

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 City policies, procedures, plans, ordinances, programs, and services for updates and efficiencies.

Recommendation:
Approve Ordinance Amendments – as related to the State Street Reconstruction Project, as proposed, with the following Reading Schedule:

November 13th, 2023 – 1st Reading
November 27th, 2023 – 2nd Reading, depending on comments – consider waiving 3rd Reading
December 11th, 2023 – 3rd Reading

Following readings, the ordinance amendment will be published, and city street division staff will make needed sign changes. We would consider the ordinance changes in effect upon the signage updates. Due to the project being mid-construction, it may be a year out before all of State Street is open with signage to reflect this adoption.

Budget Impact:
New signs - will be paid for with Road Use Tax as part of our annual operating budget. Costs of signage and labor varies, but can be upwards of $200/sign.

Description/Background:
The State Street Reconstruction is underway and soon (hopefully before council Monday night), a new section of the street will be open to traffic. As part of the Downtown Plan, the street configuration was changed to remove parking from the North side of the street to allow for space for a raised cycle track. The street was also narrowed which will require a change in snow removal operations. While we currently windrow the snow to the center of the road, we will now windrow the snow to the parking lane on the South side of the street. We are recommending the following Ordinance Amendments.

Schedule II: No Parking Any Time

We are recommending the following schedule addition to prohibit parking on the road:

Side	***On Street***	***From***	***To***
North	E. & W. State Street	N. 3rd Street	N. 3rd Avenue

Schedule VII: Snow Removal; Parking Prohibited

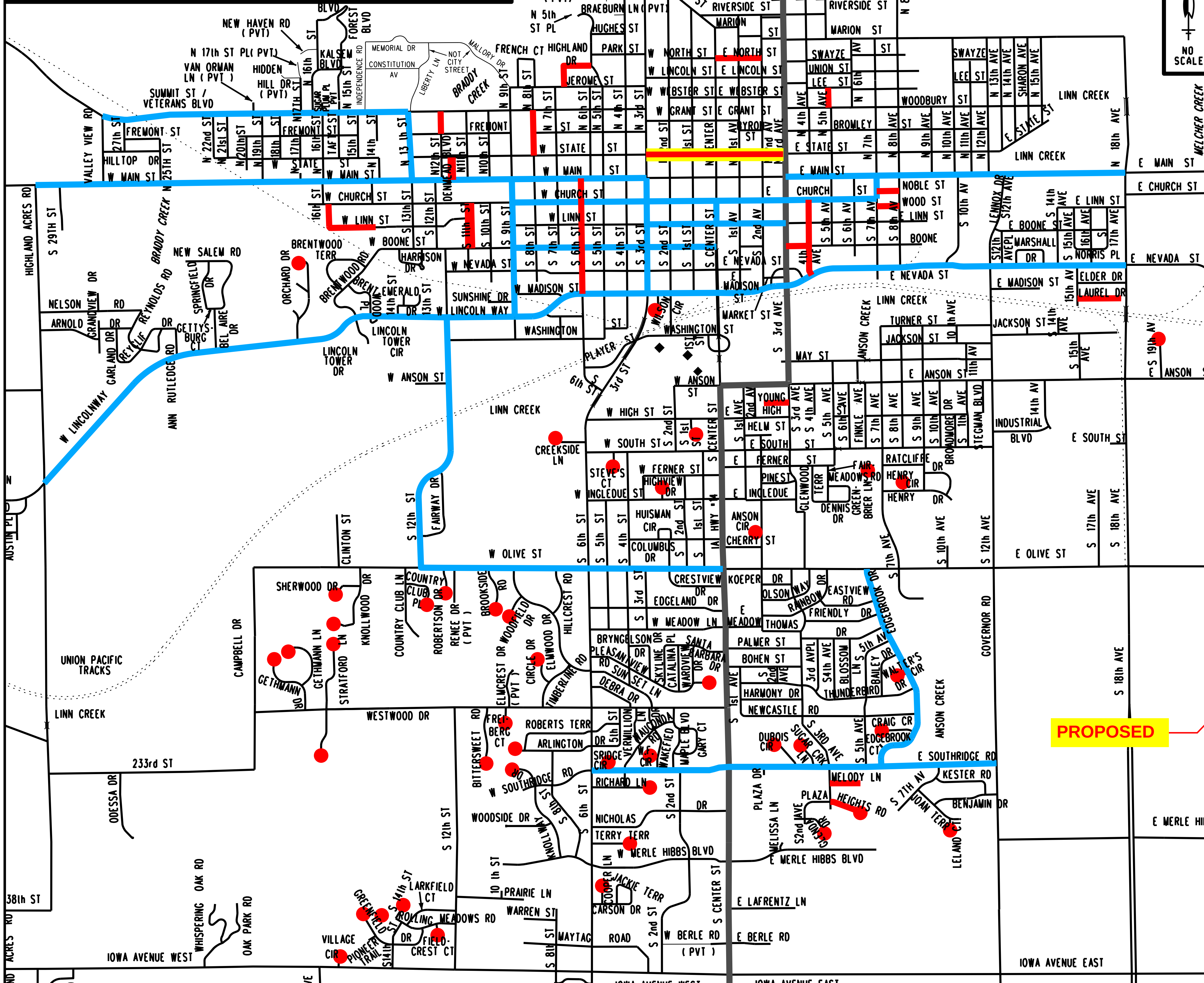
We are recommending the following schedule addition to prohibit parking during snow removal operations on the road:

Side	***On Street***	***From***	***To***
South	E. & W. State Street	N. 3rd Street	N. 3rd Avenue

As this project is being constructed in multiple stages, the signage will be staged as well based on when certain aspects are complete. Enforcement shall follow signage as the project continues.

i:\public works\council items\2023\ord ch 76_multiple schedules\memo_ch 76 schedules_fall 2023 update.docx

SNOW ROUTES & PROHIBITED PARKING



Emergency Snow Routes		
Street	From	To
South 7th Avenue	East Main Street	East Church Street
South 9th Street	West Lincolnway	West Main Street
North 13th Street	West Main Street	Summit Street
West Boone Street	South 9th Street	South Center Street
West/East Church Street	South 9th Street	South 7th Avenue
Edgebrook Drive	East Southridge Road	East Olive Street
West/East Linn Street	South 3rd Street	South 3rd Avenue
West Lincoln Way	Highland Acres Road	South 9th Street
Madison Street	South 9th Street	South 4th Avenue
East Nevada Street	South 4th Avenue	South 18th Avenue
West Main Street	Highland Acres Road	North 3rd Street
East Main Street	North 3rd Avenue	North 18th Avenue
West Olive Street	South 12th Street	South Center Street
South 12th Street	West Lincoln Way	West Olive Street
South 3rd Street	West Main Street	Madison Street
West/East Southridge Road	South 6th Street	Governor Road
Summit Street	Valley View Road	North 13th Street

Snow Removal Parking Prohibited			
Side	On Street	From	To
All Cul-De-Sac's/Circles			
East	South 4th Avenue	Church Street	Nevada Street
Both	North 5th Avenue	Woodbury Street	Lee Street
Both	South 6th Street	Main Street	Madison Street
Both	North 6th Street	Highland Drive	Jerome Street
Both	North 8th Street	Summit Street	State Street
Both	South 11th Street	West Church Street	West Boone Street
Both	North 12th Street	Fremont Street	Summit Street
Both	South 16th Street	Church Street	Linn Street
Both	East Boone Street	3rd Avenue	4th Avenue
Both	Denmead Boulevard	West Main Street	West State Street
Both	Highland Drive	5th Street	6th Street
Both	Laurel Drive	South 15th Avenue	East to dead end
Both	West Linn Street	16th Street	A point 861 feet east
Both	Melody Lane	South 3rd Avenue	West to the dead end
Both	Noble Street	South 7th Avenue	South 8th Avenue
Both	East North Street	North Center Street	North 2nd Avenue
Both	Plaza Heights Road	South 3rd Avenue	Iowa River Hospice
Both	Walter's Circle	Edgebrook Drive	Cul-de-Sac
Both	Wood Street	South 7th Avenue	South 8th Avenue
Both	Young Street	South 3rd Ave	West to the North/South Alley
South	East/West State Street	N 3rd Street	N 3rd Ave

Cul-de-Sacs					
1	Innes Blvd	16	Sherwood Drive	31	Sugar Creek Lane
2	Orchard Drive	17	Country Club Place	32	Craig Circle
3	Wilson Circle	18	Robertson Drive	33	Richard Lane
4	S 1st Street	19	Brookside Road	34	Cooper Lane
5	Steve's Court	20	Woodfield Drive	35	Terry Terrace
6	Highview Drive	21	Circle Drive	36	Glenda Drive
7	Anson Circle	22	Pleasantview Road	37	Plaza Heights Road
8	Henry Circle	23	Walter's Circle	38	Leland Court
9	Ratcliffe Drive	24	Bittersweet Road	39	Village Circle
10	S 19th Avenue	25	Freiberg Court	40	Greenfield Drive
11	Gethmann Drive	26	Arlington Drive	41	Rolling Meadows Road
12	Gethmann Lane	27	Knollway Drive	42	S 14th Street
13	Stratford Lane (North)	28	Southridge Court	43	Fieldcrest Court
14	Stratford Lane (South)	29	Wakefield Circle	44	Creekside Lane
15	Knollwood Drive	30	Dubois Circle		

ORDINANCE 15079

AN ORDINANCE TO AMEND CHAPTER 50: GARBAGE AND REFUSE BY REPEALING SECTIONS 50.001 THROUGH 50.099 AND ADOPTING NEW CODE SECTIONS THAT AMEND THE REGULATIONS FOR RECEPTACLE SPECIFICATIONS, LOCATION OF RECEPTACLES AND ENFORCEMENT OF REGULATIONS

WHEREAS, the Code of Ordinances of the City of Marshalltown Chapter 50: Garbage and Refuse regulates trash, recyclable, and yard waste collection; and

WHEREAS, the City Council desires to update the regulations for receptacle specifications, location of receptacles, and enforcement of regulations; and

WHEREAS, the City Council finds it is in the best interest to amend Chapter 50: Garbage and Refuse.

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

Section 1. The Code of Ordinances of the City of Marshalltown is hereby amended by repealing Sections 50.001 through 50.049 and replacing with the following:

GENERAL PROVISIONS

§ 50.001 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

AREA. The legally defined boundaries of the city.

COMMERCIAL AND INDUSTRIAL UNITS/OCCUPANTS. All locations within the city that are not considered residential units/occupants under this chapter. Mobile home parks where single-meter water services are considered COMMERCIAL. All rental units or complexes of four or more residential rental units are considered COMMERCIAL UNITS. COMMERCIAL AND INDUSTRIAL UNITS are subject to this chapter.

COMMISSION. The Solid Waste Management Commission of the county.

COMPOSTABLE MATERIAL. All yard wastes, except tree limbs, bark, or branches from trees or shrubs with any diameter of one-fourth inch or more.

CONTAINERS or BINS. Those containers and bins for collection of garbage or recyclables.

CURBSIDE. The portion of the right-of-way adjacent to paved or traveled city roadways contiguous to the frontage of properties in the city. The term CURBSIDE also means at any point further than five feet from the front line of any dwelling, structure, business, or building. See the definition of the term “front” in this section.

CURBSIDE COLLECTION. The collection of all garbage or recyclables placed curbside or in front of the house as near to the street as possible if no curb exists.

FRONT. The operation of a dwelling, business, or other structure facing any street, highway, or other place. A structure may have more than one FRONT if it faces more than one street, highway, or other place; for example, a corner lot. On a structure that has no lines parallel to the street, highway, or other place, the FRONT shall be that portion most nearly parallel to the street, highway, or place and, if the sides are equally parallel to the street, highway or other place, the two sides shall both be the FRONT. Where the front line is uneven, the term FRONT means the most forward portion of the structure.

GARBAGE and REFUSE. Every waste accumulation of animal, fruit, or vegetable matter, liquid or otherwise, that attends the preparation, use, cooking, dealing in, or storage of meat, fish, fowl, fruit, or vegetables. Dead animals are not included in the term GARBAGE. The term REFUSE means all other miscellaneous waste materials not specifically defined as “garbage” or specifically defined as “recyclable”.

MEMBER. The city.

PERSON. Any individual, firm, association, syndicate, co-partnership, corporation, trust, or other legal entity having a proprietary interest in premises or other legal entity having responsibility for an act.

RECYCLABLES. Those items defined as recyclables per the Solid Waste Management Commission of Marshall County.

RECYCLABLES HAULER. Any person desiring to pick up and transport for processing any recyclable in the city. Anyone subcontracting to perform any such recycling pick-up or transportation task is also considered a RECYCLABLES HAULER under this definition.

RECYCLABLES TRANSPORTATION VEHICLE or VEHICLE. A vehicle, as defined by state law, which is or is intended to be used to transport recyclables.

RESIDENTIAL UNIT/OCCUPANT. Each single-family home or multifamily dwelling located within the corporate limits of the city and occupied by a person or group of persons, except mobile home parks as described in the definition of “commercial and industrial units” in this section. However, all residential rental structures or residential complexes of four or more rental units are considered commercial units. Any home occupation (Class 1 or Class 2) found in areas zoned RR, RL, RM, and RH, all as defined by Ch. 156 of this code of ordinances, shall be considered a RESIDENTIAL UNIT/OCCUPANT under this chapter for purposes of disposal of garbage and recyclables generated by the home occupation.

SOLID WASTE. Garbage, refuse, rubbish, and other similar discarded solid or semi-solid materials, including, but not limited to, such materials resulting from industrial, commercial, agricultural, and domestic activities.

TREE PROCESSING MATERIAL. Yard wastes which are not compostable material and tree stumps.

VOLUME-BASED GARBAGE SYSTEM. A system with an ever-increasing charge based on the number of containers utilized or upon the actual weight of garbage generated.

YARD WASTE. Organic debris produced as part of yard and garden development and maintenance, such as grass clippings, leaves, bark, branches, twigs, flowers, fruit, vegetables, and trees.

§ 50.002 RESERVATION OF CITY’S RIGHTS.

The city reserves the right to enter into a contract at any time with any license holder or others for the collection and disposal of garbage and refuse within the city or may itself operate and maintain such service.

§ 50.003 RECEPTACLES REQUIRED; SPECIFICATIONS.

(A) Except as provided under § 50.004 of this chapter, it shall be unlawful for any person, firm, or corporation to deposit or place any garbage in any street, alley, lane, public place, or private property outside of buildings within the city unless the garbage is enclosed in a Container or Bin.

(B) Refuse Containers for Residential Properties must meet the following:

a. Owner-supplied Refuse Containers or Bins shall be a water-tight metal or plastic receptacle. The receptacle shall be provided with handles or bales and a tight-fitting cover and with a capacity not exceeding 55 gallons

b. Hauler-supplied Refuse Containers or Bins shall be preapproved by the City as part of the license application, and in general, have rolling wheels; attached lids; clearly listed with the company name with phone number displayed on the receptacle; have an identifiable code that the Hauler keeps records of which address has which receptacle; and be sturdy enough to withstand typical wind event. Each licensed hauler shall provide some level of consistency across offered Containers to their customers.

(C) Refuse Containers for Commercial Properties shall be hauler-provided or approved and in general be commercial dumpsters or similar.

(D) Containers for Recyclables shall be as provided or approved by the Recyclables Hauler.

§ 50.004 PREPARATION OF REFUSE, RECYCLABLES, AND YARD WASTE FOR COLLECTION.

Refuse, recyclables, and yard waste shall be prepared for pick up per the requirements of the hauler.

§ 50.005 APPROVED METHODS OF DISPOSAL.

(A) Garbage or refuse shall be disposed of by householders or the occupant of any building or place of business by:

(1) Delivery to a licensed collection agency;

(2) Hauling to a state-approved landfill disposal area and dumping there as directed by the custodian in charge; provided that, the containers are covered and water-tight; and/or

(3) Disposal of garbage in a home garbage disposal unit.

(B) Yard waste shall be disposed of by householders or the occupant of any building or place of business by:

(1) All yard waste shall be separated by the owner or occupant of the premises from garbage and refuse, as defined in § 50.001 of this chapter, accumulated on the premises and shall be composted on the premises, transported to a City Council-approved composting/tree processing facility or otherwise be legally disposed of, and no yard waste shall be deposited in a landfill. All yard waste transported to City Council-approved composting/tree processing facilities shall be separated into compostable material and tree processing material.

(2) It shall be unlawful to place any material other than compostable material in compostable paper yard waste bags.

(3) All tree processing materials shall be separated from all compostable materials and bundled in a manner suitable for handling.

(4) Fees for the use of the city-owned composting/tree processing facility shall be adopted by resolution of the City Council.

(5) Hours of operation of the city composting/tree processing facility shall be established by the City Council, and it shall be unlawful to dump or dispose of yard waste at such facility, except during hours of operation, or without specific approval by the city's Public Works Division.

(C) It shall be unlawful for any person to dispose of garbage or refuse, yard waste, or recyclables in any manner other than provided in this section.

(D) Garbage, refuse, or recyclables shall not be burned.

§ 50.006 LOCATION OF RECEPTACLE.

(A) All garbage or refuse, yard waste, or recyclables, whenever practical, shall be delivered by the householder or the occupant of any building or place of business to the ground level for collection.

(B) It shall be unlawful for any person to place, set, throw, or otherwise put garbage or any paper, metal, plastic, or any other material receptacle containing garbage between the line of any street, highway, or other place and the front line of any dwelling, business or other structure, except as outlined below:

(1) For residential units, all Refuse and Recyclable Containers may be set out no earlier than 8 PM the day prior to collection day and must be retrieved by 2 AM the day after collection day.

(2) For collection of owner-provided residential Containers, they shall be placed no more than five feet in front of the front line of the dwelling, business, or other structure. For purposes of this section, the front line shall be extended from the structure corner to the side lot lines.

(3) For collection of hauler-provided residential Containers, the Containers may be placed in accordance with owner-provided Containers or Curbside, as designated by the Hauler.

(4) Approved Containers placed for Curbside collection shall be placed so the closest edge of the Container is no closer than 2 feet, nor no further than 4 feet from the edge of the traveled way. It shall be placed so there is a 4-foot clearance around all sides from any fixed object. Placement of containers shall not impede visibility at any alley or street intersection.

(5) Containers shall not be placed on any sidewalk, unless, the sidewalk is wide enough to maintain a 4-foot wide clear sidewalk path around the container.

(6) Any person setting a container curbside for collection during the snow season shall be responsible for snow removal from the area 2-foot on either side of the container and from the container to the curb/edge of the street. It is recommended that containers are placed as far back as allowed in this Chapter, to minimize the chance of plowed snow knocking over the container.

(7) Placement of commercial containers shall be coordinated with the Hauler and be in accordance with the City's zoning ordinance.

(C) It shall be unlawful for any person, firm, or corporation, licensed to collect garbage or refuse, yard waste, or recyclables within the city, to pick up, collect, or take into possession any garbage, as defined by § 50.001 of this chapter, paper, metal, plastic or any other material not placed in accordance with this Chapter

(D) The city can provide a waiver, at the city's sole discretion, for the placement of garbage receptacles or refuse in front of a dwelling, business, or other structure if the placement of the receptacle or refuse is for the community benefit, or a one-time occurrence.

(1) Examples may include receptacles placed or approved by the City for public use, such as Downtown or 13th St District Receptacles, for the city-sponsored or approved clean-up days or a construction dumpster.

(2) Said waiver shall also allow for the lawful collection of said material by the city or a licensed garbage or refuse hauler.

(3) One-time large garbage items can be arranged to be picked up but in no case shall the garbage be placed in City right of way or outside more than 12-hours prior to the time of pick-up, as arranged by the Owner.

§ 50.007 LITTERING.

It shall be unlawful for any person, firm or corporation to deposit, throw, or place any refuse or garbage in any street, alley, lane, public place, or private property outside of buildings within the city unless the refuse or garbage is to be hauled away and, pending hauling, is kept in such a manner as in no way to constitute a nuisance, hazard or annoyance to others.

LICENSING AND COLLECTION REGULATIONS

§ 50.020 LICENSE TO COLLECT GARBAGE OR REFUSE, YARD WASTE, AND RECYCLABLES REQUIRED.

It shall be unlawful for any person, firm, or corporation to collect garbage or refuse, yard waste, or recyclables within the city, except from his or her own residence or business property, without first obtaining a license from the city unless it is for a one-time junk removal service

§ 50.021 APPLICATION FOR LICENSE; APPROVAL.

(A) Application for a license to collect garbage or refuse, yard waste, or recyclables shall be made at the office of the City Clerk on forms provided by the Clerk. The applicant shall file with his or her application a certificate or affidavit of insurance, as set forth in § 10.999 of this code, shall pay the required license fee and garbage haulers present current proof of having passed inspection.

(B) Licensed Haulers shall provide maps of their coverage area, indicating which areas are to be picked up on what days. Information shall also be provided on the Company's plans or adjustments to pick-up days for Holidays.

(C) Licensed Haulers shall keep a record of the unique identifiers of each hauler-provided receptacle and make that information available to the City upon request.

(D) Upon receipt of such application and accompanying documents properly executed and otherwise proper and accurate, including, but not limited to, the certificate or affidavit of insurance, upon receipt of the license fee and inspection approval, the City Clerk shall place the application on a City Council agenda for approval.

(E) The City Council holds the right to limit the number of licensed haulers operating within the city limits.

(F) Upon approval by the City Council, the City Clerk will issue the license for no more than one year, as set forth in § 10.999 of this code.

§ 50.022 INSURANCE REQUIRED OF LICENSEE; CERTIFICATE; LIABILITY COVERAGE.

The garbage or refuse hauler, yard waste hauler, or recyclable hauler shall not be permitted to commence work under this chapter until he or she has obtained all required insurance and filed proof of such with the City Clerk, pursuant to § 10.009 of this code of ordinances.

§ 50.023 LICENSE FEE.

The fee for the license issued under this chapter shall be set by City Council resolution.

§ 50.024 LICENSE RENEWAL.

The annual license of all persons licensed under this chapter shall be renewed from year to year upon the payment of the fee provided in this chapter, filing of a certificate of proper insurance coverage, and filing of an approved vehicle inspection for garbage haulers.

§ 50.025 LICENSE REVOCATION.

The City Council may, for a violation of the provisions of this chapter, revoke any license granted in this chapter, after notice and public hearing, upon compliance with the procedures set out in this chapter.

§ 50.026 FREQUENCY OF COLLECTION.

(A) Collections of garbage or refuse shall be made on average of one time per week.

(B) Collections of garbage or refuse from commercial locations, where considerable garbage is produced daily, may require collection on a more frequent basis. Notice from the City of nuisances caused by untimely collection of garbage shall result in the property owner setting up a more frequent collection rotation.

§ 50.027 COLLECTION VEHICLES; SPECIFICATIONS, MAINTENANCE AND LOADING.

(A) All vehicles used in the transportation of garbage or refuse, yard waste or recyclables within the city shall be kept in a sanitary and safe condition and shall be so constructed as to prevent leakage in transit, wholly enclosed and covered. The city may inspect any vehicle used by any hauler to see that it complies with this chapter.

(B) All persons licensed under the terms of this chapter shall use packer-type trucks for scheduled routine garbage or refuse collection purposes. Such vehicles shall include a mechanical device for packing or compressing garbage or refuse, which device shall be used and operated at all times in the collection and disposal of garbage or refuse and kept in good working order. All truck bodies used for the disposal of garbage and refuse shall be washed out periodically to minimize odors.

(C) Recyclables and yard waste shall be transported in a vehicle, trailer, bin, or container, which is enclosed, covered, leak-resistant, and of an easily cleanable construction.

(D) If the city determines that a refuse hauler is responsible for the loss of any refuse within the city, the hauler shall be responsible for the pick-up and clean-up of the refuse. If the city is required to pick up or clean up the refuse, the responsible hauler shall pay the cost of doing such.

§ 50.028 PICK-UP SERVICE; SERVICING OF COMPLAINTS.

Each garbage or refuse collector shall maintain an adequate and prompt pick-up service. He or she shall service all complaints from patrons on missed service and improper handling. Such service shall be promptly available for servicing complaints from the office of the City Clerk for any material improperly deposited within the limits of streets or highways during transit.

§ 50.029 PARKING OF COLLECTION VEHICLES IN RESIDENTIAL DISTRICTS.

(A) No vehicle used in the transportation of garbage and refuse within the city shall be parked or left standing in any residential district, as defined or delineated in Ch. 156 Zoning of this code of ordinances, as amended, except for the loading or picking up of garbage or refuse.

(B) This section shall not apply to the driver of any such vehicle that is disabled while in the residential district to such extent that it is impossible to avoid stopping and temporarily leaving such disabled vehicle in such district.

(C) In no event shall any such disabled vehicle remain over 12 hours.

§ 50.030 INSPECTION OF EQUIPMENT.

(A) Every application for a license required by this chapter or a license renewal shall contain a certification by the applicant that the applicant has inspected the equipment to be used in the transportation of garbage or refuse and that the equipment is in good mechanical condition and free of leaks.

(B) It shall be a municipal infraction to operate equipment that leaks or allows garbage or refuse to spill from the equipment.

VOLUME-BASED GARBAGE COLLECTION; SPECIFIC RECYCLABLES

§ 50.045 VOLUME-BASED CHARGES.

Any individual or entity holding a license to haul garbage and refuse in the city shall charge based on the volume of garbage and refuse generated. These volume-based charges may be made through the number of containers or bins utilized or based on actual weight collected.

§ 50.046 RECYCLING REQUIRED.

(A) Each commercial, industrial, and residential unit/occupant in the city shall recycle those items designated as recyclables by the Solid Waste Management Commission of Marshall County. Those items designated as recyclables shall not be disposed of, except by delivery by the commercial, industrial, or residential unit/occupant or by a licensed recyclable hauler to an individual or entity engaging in recycling of the item involved.

(B) No recyclables shall be disposed of by depositing the recyclables with garbage or refuse, and no licensed hauler shall pick up any recyclable commingled with garbage or refuse.

(D) Any licensed recyclable hauler making any scheduled recyclable pick-up shall pick up items designated as recyclables on the same day as their refuse pick-up.

(E) If a private recyclable drop-off site is not available to all city citizens and within the city limits, individual recyclables haulers shall, either individually or in conceit (one or more recyclables haulers) or by contract with a private entity, provide a drop-off site for recyclables that shall be available to all city citizens. If required to provide a drop-off site, each person making an application for a recyclables hauler's license shall file, in writing, a statement setting out the location and hours of service for such voluntary drop-off site. The charge made for recyclables received at the drop-off site is to be set by the recyclable hauler.

§ 50.047 PUBLIC EDUCATION.

(A) The licensed hauler will develop a plan of education to inform their clientele of the requirements of this subchapter imposed upon the collection of garbage, refuse, and recyclables.

(B) As a part of this educational effort, the hauler will distribute, in printed form, a statement of recyclable items and an explanation concerning how the garbage/refuse and recyclable system is to operate. This printed statement shall be distributed to existing and new customers in either English and Spanish language form as required.

(C) Any cost associated with the educational effort shall be the exclusive responsibility of the hauler.

(D) The city shall annually post educational information on the city website and/or social media.

§ 50.048 ENFORCEMENT OF CHAPTER.

(A) Licensed haulers shall assist the City in enforcement of the requirements of the Chapter where possible and provide information to their customers that meets the requirements of this Chapter.

(B) Property owners or persons contracting for Refuse, Recyclable, or Yard Waste collection found in violation of this Chapter may be subject to code enforcement action, including violations and fines as adopted by council resolution or pursuant to §10.999 of the code of ordinances.

Section 2. The Code of Ordinances of the City of Marshalltown is hereby amended by repealing Section 50.999.

Section 3. The Code of Ordinances of the City of Marshalltown is hereby amended and all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 4. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

Section 5. This ordinance shall be in effect after its final passage, approval, and publication as provided by law.

Passed 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 50: GARBAGE AND REFUSE

GENERAL PROVISIONS

§ 50.001 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

AREA. The legally defined boundaries of the city.

COMMERCIAL AND INDUSTRIAL UNITS/OCCUPANTS. All locations within the city that are not considered residential units/occupants under this chapter. Mobile home parks where a single meter meters water services are considered COMMERCIAL. All rental units or complexes of four or more residential rental units are considered COMMERCIAL UNITS. COMMERCIAL AND INDUSTRIAL UNITS are subject to this chapter.

COMMISSION. The Solid Waste Management Commission of the county.

COMPOSTABLE MATERIAL. All yard wastes, except tree limbs, bark or branches from trees or shrubs with any diameter of one-fourth inch or more.

CONTAINERS or BINS. Those containers and bins for collection of garbage or recyclables.

CURBSIDE. The portion of the right-of-way adjacent to paved or traveled city roadways contiguous to the frontage of properties in the city. The term CURBSIDE also means at any point further than five feet from the front line of any dwelling, structure, business or building. See the definition of the term "front" in this section.

CURBSIDE COLLECTION. The collection of all garbage or recyclables placed curbside or in front of the house as near to the street as possible if no curb exists.

FRONT. The operation of a dwelling, business or other structure facing any street, highway or other place. A structure may have more than one FRONT if it faces on more than one street, highway or other place; for example, a corner lot. On a structure that has no lines parallel to the street, highway or other place, the FRONT shall be that portion most nearly parallel to the street, highway or place and, if the sides are equally parallel to the street, highway or other place, the two sides shall both be the FRONT. Where the front line is uneven, the term FRONT means the most forward portion of the structure.

GARBAGE and REFUSE. Every waste accumulation of animal, fruit or vegetable matter, liquid or otherwise, that attends the preparation, use, cooking, dealing in or storage of meat, fish, fowl, fruit or vegetables. Dead animals are not included in the term GARBAGE. The term REFUSE means all other miscellaneous waste materials not specifically defined as "garbage" or specifically defined as "recyclable".

MEMBER. The city.

PERSON. Any individual, firm, association, syndicate, co-partnership, corporation, trust, other legal entity having proprietary interest in premises or other legal entity having responsibility for an act.

RECYCLABLES. Those items defined as recyclables per the Solid Waste Management Commission of Marshall County.~~:~~

~~(1) Tin;~~

~~(2) Clear glass bottles and jars;~~

~~(3) Plastic milk jugs designated No. 2 H.D.P.E.;~~

~~(4) Newsprint;~~

~~(5) Office paper;~~

~~(6) Cardboard (corrugated);~~

~~(7) Magazines, slicks and catalogues (no phone books);~~

~~(8) Waste oil in leak-proof containers; and~~

~~(9) Lead-acid batteries (casing undamaged).~~

RECYCLABLES HAULER. Any person desiring to pick up and transport for processing any recyclable in the city. Anyone subcontracting to perform any such recycling pick-up or transportation task is also considered a RECYCLABLES HAULER under this definition.

RECYCLABLES TRANSPORTATION VEHICLE or VEHICLE. A vehicle, as defined by state law, which is or is intended to be used to transport recyclables.

RESIDENTIAL UNIT/OCCUPANT. Each single-family home or multifamily dwelling located within the corporate limits of the city and occupied by a person or group of persons, except mobile home parks as described in the definition of “commercial and industrial units” in this section. However, all residential rental structures or residential complexes of four or more rental units are considered commercial units. Any home occupation (Class 1 or Class 2) found in areas zoned RR, RL, RM, and RH~~R-1, R-2, R-2A, R-3, R-3A, R-4, R-4A and R-5~~, all as defined by Ch. 156 of this code of ordinances, shall be considered a RESIDENTIAL UNIT/OCCUPANT under this chapter for purposes of disposal of garbage and recyclables generated by the home occupation.

SOLID WASTE. Garbage, refuse, rubbish and other similar discarded solid or semi-solid materials, including, but not limited to, such materials resulting from industrial, commercial, agricultural and domestic activities.

TREE PROCESSING MATERIAL. Yard wastes which are not compostable material and tree stumps.

VOLUME-BASED GARBAGE SYSTEM. A system with an ever-increasing charge based upon number of containers utilized or upon actual weight of garbage generated.

YARD WASTE. Organic debris produced as part of yard and garden development and maintenance, such as grass clippings, leaves, bark, branches, twigs, flowers, fruit, vegetables and trees.

(2013 Code, § 13-1) (Ord. 10761A, passed 5-24-1965; Ord. 11654, passed 4-22-1970; Ord. 12788, passed 9-22-1975; Ord. 12797, passed 10-16-1975; Ord. 12993, passed 9-27-1976; Ord. 14340, passed 12-27-1990; Ord. 14472, passed 8-25-1994; Ord. 14473, passed 8-8-1994; Ord. 14710, passed 3-24-2003)

§ 50.002 RESERVATION OF CITY'S RIGHTS.

The city reserves the right to enter into contract at any time with any license holder or others for the collection and disposal of garbage and refuse within the city or may itself operate and maintain such service.

(2013 Code, § 13-2) (Ord. 10761A, passed 5-24-1965; Ord. 12993, passed 9-27-1976; Ord. 14710, passed 3-24-2003)

§ 50.003 RECEPTACLES REQUIRED; SPECIFICATIONS.

(A) ~~Except as provided under § 50.004 of this chapter, i~~It shall be unlawful for any person, firm or corporation to deposit or place any garbage in any street, alley, lane, public place or private property outside of buildings within the city unless the garbage is enclosed in a Container or Bin.

(B) Refuse Containers for Residential Properties must meet the following:

a. Owner supplied Refuse Containers or Bins shall be a water-tight metal or plastic receptacle. ~~and t~~The receptacle ~~is~~shall be provided with handles or bales and a tight-fitting cover and with a capacity not exceeding ~~30~~ 55 gallons~~,~~

b. Hauler supplied Refuse Containers or Bins shall be preapproved by the City ~~at~~ as part of the license application, and in general have rolling wheels; attached lids; clearly listed with company name with phone number displayed on the receptacle; have an identifiable code that the Hauler keeps records of which address has which receptacle; and be sturdy enough to withstand typical wind event. Each licensed hauler shall provide some level of consistency across offered Containers to their customers.

(C) Refuse Containers for Commercial Properties shall be hauler provided or approved and in general be ~~except~~ commercial dumpsters ~~and the like furnished by the collectors to commercial customers.~~or similar.

(D) Containers for Recyclables shall be as provided or approved by the Recyclables Hauler.

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(2013 Code, § 13-3) (Ord. 10761A, passed 5-24-1965; Ord. 12993, passed 9-27-1976; Ord. 14710, passed 3-24-2003) Penalty, see § 50.999

~~§ 50.004 RECEPTACLE WITH PAPER OR PLASTIC BAG INSERTS.~~

~~Receptacle inserts shall be provided If the receptacle required under provisions of § 50.003 of this chapter consists of a tight-fitting metal cover and an approved metal stand or cabinet, water-tight, leak-proof paper or plastic bags may be used for the retention and disposal of garbage or refuse, but shall only be used as inserts. The capacity of the paper or plastic bag insert shall not exceed 36 gallons.~~

~~(2013 Code, § 13-4) (Ord. 10761A, passed 5-24-1965; Ord. 12993, passed 9-27-1976; Ord. 14710, passed 3-24-2003) Penalty, see § 50.999~~

§ 50.006~~5~~ PREPARATION OF REFUSE, RECYCLABLES, AND YARD WASTE FOR COLLECTION.

Refuse, recyclables, and yard waste shall be prepared for pick up per the requirements of the hauler. ~~placed in baskets or boxes, and the baskets or boxes shall be provided with handles. Newspapers and magazines shall be bundled and tied. Hedge and tree trimmings shall be securely tied in bundles not more than six feet in length or more than two feet in diameter.~~

(2013 Code, § 13-5) (Ord. 10761A, passed 5-24-1965; Ord. 12993, passed 9-27-1976; Ord. 14710, passed 3-24-2003) Penalty, see § 50.999

§ 50.00~~6~~7 APPROVED METHODS OF DISPOSAL.

(A) Garbage or refuse ~~may~~ shall be disposed of by householders or the occupant of any building or place of business by:

(1) Delivery to a licensed collection agency;

(2) Hauling to state-approved landfill disposal area and dumping there as directed by the custodian in charge; provided that, the containers are covered and water-tight; and/or

(3) Disposal of garbage in a home garbage disposal unit.

(B) ~~It shall be unlawful for any person, firm or corporation to dispose of yard waste, except as follows:~~Yard waste shall be disposed of by householders or the occupant of any building or place of business by:

(1) All yard waste shall be separated by the owner or occupant of the premises from garbage and refuse, as defined in § 50.001 of this chapter, accumulated on the premises and shall be composted on the premises, transported to a City Council approved

composting/tree processing facility or otherwise be legally disposed of, and no yard waste shall be deposited in a landfill. All yard waste transported to City Council approved composting/tree processing facilities shall be separated into compostable material and tree processing material.

~~(2) It shall be unlawful for any licensed hauler to collect compostable yard waste unless contained in the city logo bags.~~

(~~3~~2) It shall be unlawful to place any material other than compostable material in ~~such~~ compostable paper yard waste bags.

(~~4~~3) All tree processing materials shall be separated from all compostable materials and bundled in a manner suitable for handling.

(~~5~~4) Fees for the use of the city-owned composting/tree processing facility shall by adopted by resolution of the City Council.

(~~6~~5) Hours of operation of the city composting/tree processing facility shall be established by the ~~Director of Public Works/City Engineer~~City Council, and it shall be unlawful to dump or dispose of yard waste at such facility, except during hours of operation, or without specific approval by the city's ~~Engineering~~ Public Works Division~~Department~~.

(C) It shall be unlawful for any person to dispose of garbage or refuse, yard waste or recyclables in any manner other than provided in this section.

(D) Garbage or refuse, ~~yard waste~~ or recyclables shall not be burned.

(2013 Code, § 13-6) (Ord. 10761A, passed 5-24-1965; Ord. 12993, passed 9-27-1976; Ord. 14710, passed 3-24-2003; Ord. 14830, passed 5-12-2008) Penalty, see § 50.999

~~§ 50.007 HOUSEHOLDER TO PROVIDE AND MAINTAIN RECEPTACLE; WRAPPING REQUIRED.~~

Commented [AH1]: Information moved to 50.003

~~(A) (1) The proper receptacle for the receiving and holding of garbage shall be furnished by the householder or the occupant of any building or place of business, and the receptacle shall be kept covered and in a sanitary condition at all times. Responsibility for providing receptacles for rental property shall be the landlords.~~

~~(2) Garbage shall be wrapped when placed in the receptacle.~~

~~(B) It shall be the duty of any person, firm or corporation using or maintaining a garbage receptacle to cause the receptacle to be emptied of its contents before it is so full that the cover will no longer fit tightly.~~

~~(C) All garbage or refuse placed for pick-up by any commercial, industrial or residential unit/occupant must be in a plastic bag, if contained in a container other than a garbage can or bin.~~

~~(2013 Code, § 13-7) (Ord. 10761A, passed 5-24-1965; Ord. 12993, passed 9-27-1976) Penalty, see § 50.999~~

§ 50.00~~8~~6 LOCATION OF RECEPTACLE.

(A) All garbage or refuse, yard waste or ~~recycylables~~recyclables, whenever practical, shall be delivered by the householder or the occupant of any building or place of business to the ground level for collection~~, and the receptacle therefor must be kept in a location convenient for collection~~.

(B) It shall be unlawful for any person to place, set or throw or otherwise put garbage or any paper, metal, plastic or any other material receptacle containing garbage between the line of any street, highway or other place and the front line of any dwelling, business or other structure, except as outlined below:

(1) For residential units, all Refuse and Recyclable Containers may be set out no earlier than 8 PM the day prior to~~on~~ collection day and must be retrieved by 2 AM the day after collection day.

(2) For collection of Owner provided residential Containers, they~~when it can~~ shall be placed no more than five feet in front of the front line of the dwelling, business or other structure. For purposes of this section, the front line shall be extended from the structure corner to the side lot lines.

(3) For collection of Hauler provided residential Containers, the Containers may be placed in accordance with Owner provided Containers or Curbside, as designated by the Hauler.

(4) Approved Containers placed for Curbside collection shall be placed so the closest edge of the Container is no closer than 2-feet, nor no further than 4-feet from the edge of the traveled way. It shall be placed so there is 4-ft clearance around all sides from any fixed object. Placement of containers shall not impede visibility at any alley or street intersection.

(5) Containers shall not be placed on any sidewalk, unless, the sidewalk is wide enough to maintain a 4-foot wide clear sidewalk path around the container.

(6) Any person setting a container curbside for collection during the snow season shall be responsible for snow removal from the area 2-foot on either side of the container and from the container to the curb/edge of the street. It is recommended that containers are placed as far back as allowed in this Chapter, to minimize the chance of plowed snow knocking over the container.

(7) Placement of commercial containers shall be coordinated with the Hauler and be in accordance with the City's zoning ordinance.

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~~(4)~~ (C) ~~(1)~~ It shall be unlawful for any person, firm or corporation, licensed to collect garbage or refuse, yard waste or recyclables within the city, to pick up, collect or take into possession any garbage, as defined by § 50.001 of this chapter, paper, metal, plastic or any other material ~~found between the line of any street, highway or other place and five feet in front of the front line of any dwelling, business or other structure~~not placed in accordance with this Chapter~~.~~

~~(2) For purposes of this section, the front line shall be extended from the structure corner to the side lot lines.~~

(D) ~~(1)~~ The city can provide a waiver, at the city's sole discretion, for the placement of garbage receptacles or refuse in front of a dwelling, business or other structure if the placement of the receptacle or refuse is for the community benefit, or a one-time occurrence.

(1~~2~~) Examples may include receptacles placed or approved by the City for public use, such as D~~d~~owntown or 13th St District Receptacles ~~on Main Street~~, for the city sponsored~~'s~~ or approved ~~annual spring~~ clean-up days or a construction dumpster.

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(2~~3~~) Said waiver shall also allow for the lawful collection of said material by the city or a licensed garbage or refuse hauler.

(3) One-time large garbage items can be arranged to be picked up but in no case shall the garbage be placed in City right of way or outside more than 12-hours prior to the time of pick-up, as arranged by the Owner.

(2013 Code, § 13-8) (Ord. 10761A, passed 5-24-1965; Ord. 12788, passed 9-22-1975; Ord. 12993, passed 9-27-1976; Ord. 14462, passed 6-13-1994) Penalty, see § 50.999

§ 50.00~~9~~7 LITTERING.

It shall be unlawful for any person, firm or corporation to deposit, throw or place any refuse or garbage in any street, alley, lane, public place or private property outside of buildings within the city unless the refuse or garbage is to be hauled away and, pending hauling, is kept in such a manner as in no way to constitute a nuisance, hazard or annoyance to others.

(2013 Code, § 13-9) (Ord. 10761A, passed 5-24-1965; Ord. 12993, passed 9-27-1976) Penalty, see § 50.999

LICENSING AND COLLECTION REGULATIONS

§ 50.020 LICENSE TO COLLECT GARBAGE OR REFUSE, YARD WASTE AND RECYCLABLES REQUIRED.

It shall be unlawful for any person, firm or corporation to collect garbage or refuse, yard waste or recyclables within the city, except from his or her own residence or business property, without first obtaining a license from the city unless it is for a one-time junk removal service~~.~~

(2013 Code, §§ 13-10, 13-53 and 13-83) (Ord. 10761A, passed 5-24-1965; Ord. 12993, passed 9-27-1976; Ord. 14340, passed 12-27-1990; Ord. 14472, passed 8-25-1994) Penalty, see § 50.999

§ 50.021 APPLICATION FOR LICENSE; APPROVAL.

(A) ~~(A)~~ Application for a license to collect garbage or refuse, yard waste or recyclables shall be made at the office of the City Clerk on forms provided by the Clerk. The applicant shall file with his or her application a certificate or affidavit of insurance, as set forth in § 10.999 of this code, shall pay the required license fee and garbage haulers present current proof of having passed inspection.

(B) Licensed Haulers shall provide maps of their coverage area, indicating which areas are to be picked up on what days. Information shall also be provided on the Company's plans or adjustments to pick-up days for Holidays.

(C) Licensed Haulers shall keep record of unique identifiers of each Hauler provided ~~receptable~~receptacle and make that information available to the City upon request.

(D) ~~B)~~ Upon receipt of such application and accompanying documents properly executed and otherwise proper and accurate, including, but not limited to, the certificate or affidavit of insurance, upon receipt of the license fee and upon inspection approval, the City Clerk shall place the application on a City Council agenda for approval.

(E) The City Council holds the right to limit the number of licensed haulers operating within the city limits.

(F)Upon approval by the City Council, the City Clerk will issue the license for no more than one year, as set forth in § 10.999 of this code.

~~(C)(E) If the Clerk denies the license, the applicant may appeal to the City Council by the procedure provided in § 110.003 of this code of ordinances.~~

(2013 Code, § 13-11) (Ord. 10761A, passed 5-24-1965; Ord. 12993, passed 9-27-1976; Ord. 14609, passed 12-30-1998)

§ 50.022 INSURANCE REQUIRED OF LICENSEE; CERTIFICATE; LIABILITY COVERAGE.

The garbage or refuse hauler, yard waste or recyclable hauler shall not be permitted to commence work under this chapter until he or she has obtained all required insurance and filed proof of such with the City Clerk, pursuant to § 10.009 of this code of ordinances.

(2013 Code, § 13-12) (Ord. 10761A, passed 5-24-1965; Ord. 12993, passed 9-27-1976)

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~~§ 50.023 LICENSE EXPIRATION.~~

~~All licenses issued pursuant to this chapter shall expire pursuant to § 10.009 of this code of ordinances.~~

~~(2013 Code, § 13-13) (Ord. 10761A, passed 5-24-1965; Ord. 12993, passed 9-27-1976; Ord. 14609, passed 12-30-1998)~~

§ 50.02~~4~~3 LICENSE FEE.

The fee for the license issued under this chapter shall be set by City Council resolution.

(2013 Code, § 13-14) (Ord. 10761A, passed 5-24-1965; Ord. 12993, passed 9-27-1976)

§ 50.02~~5~~4 LICENSE RENEWAL.

The annual license of all persons licensed under this chapter shall be ~~automatically~~ renewed from year to year upon the payment of the fee provided in this chapter, filing of certificate of proper insurance coverage and filing of an approved vehicle inspection for garbage haulers.

(2013 Code, § 13-15) (Ord. 10761A, passed 5-24-1965; Ord. 12993, passed 9-27-1976)

§ 50.02~~6~~5 LICENSE REVOCATION.

The City Council may, for a violation of the provisions of this chapter, revoke any license granted in this chapter, after notice and public hearing, upon compliance with the procedures set out in this chapter.

(2013 Code, § 13-16) (Ord. 10761A, passed 5-24-1965; Ord. 12993, passed 9-27-1976)

§ 50.02~~7~~6 FREQUENCY OF COLLECTION.

(A) Collections of garbage or refuse ~~from private residences~~ shall be made ~~not less than~~on average one time per week.

(B) Collections of garbage or refuse from ~~hotels, restaurants, clubs, boardinghouses or other places of like character~~commercial locations, where considerable garbage is produced daily, ~~shall be made~~may require collection on a more frequent basis. Notice from the City of nuisances caused by untimely collection of garbage shall result in the property owner setting up a more frequent collection rotation.

(2013 Code, § 13-17) (Ord. 10761A, passed 5-24-1965; Ord. 12993, passed 9-27-1976)

Commented [AH2]: Stated in 50.021(E)

§ 50.02~~8~~7 COLLECTION VEHICLES; SPECIFICATIONS, MAINTENANCE AND LOADING.

(A) All vehicles used in the transportation of garbage or refuse, yard waste or recyclables within the city shall be kept in a sanitary and safe condition and shall be so constructed as to prevent leakage in transit, wholly enclosed and covered. The city may inspect any vehicle used by any hauler to see that it is in compliance with this chapter.

(B) All persons licensed under the terms of this chapter shall use packer-type trucks for ~~normal~~ scheduled routine garbage or refuse collection purposes. Such vehicles shall include a mechanical device for packing or compressing garbage or refuse, which device shall be used and operated at all times in collection and disposal of garbage or refuse and kept in good working order. All truck bodies used for the disposal of garbage and refuse shall be washed out periodically to minimize odors.

(C) Recyclables and yard waste shall be transported in a vehicle, trailer, bin or container, which is enclosed, covered, leak resistant and of an easily cleanable construction. ~~If such vehicles are also used for garbage or refuse collection, they shall be cleaned and disinfected prior to use for yard waste collection.~~

(D) If the city determines that a refuse hauler is responsible for the loss of any refuse within the city, the hauler shall be responsible for the pick-up and clean-up of the refuse. If the city is required to pick up or clean up the refuse, the responsible hauler shall pay the cost of doing such.

(2013 Code, § 13-18, 13-20 and 13-115) (Ord. 10761A, passed 5-24-1965; Ord. 12993, passed 9-27-1976; Ord. 14473, passed 8-8-1994; Ord. 14876, passed 7-12-2010; Ord. 14913, passed 11-26-2012) Penalty, see § 50.999

§ 50.02~~9~~8 PICK-UP SERVICE; SERVICING OF COMPLAINTS.

Each garbage or refuse collector shall maintain an adequate and prompt pick-up service. He or she shall service all complaints from patrons on missed service and improper handling. Such service shall be promptly available for servicing complaints from the office of the City Clerk for any material improperly deposited within the limits of streets or highways during transit.

(2013 Code, § 13-19) (Ord. 10761A, passed 5-24-1965; Ord. 12993, passed 9-27-1976) Penalty, see § 50.999

~~§ 50.030 ALTERNATE DROP-OFF SITE.~~

Commented [AH3]: Moved to 50.003(D)

~~If a private recyclable drop-off site is not available to all city citizens and within the city limits, individual recyclables haulers shall, either individually or in conceit (one or more recyclables haulers) or by contract with a private entity, provide a drop-off site for~~

~~recyclables that shall be available to all city citizens. If required to provide a drop-off site, each person making an application for a recyclables hauler's license shall file, in writing, a statement setting out the location and hours of service for such voluntary drop-off site. The charge made for recyclables received at the drop-off site is to be set by the recyclables hauler.~~

~~(2013 Code, § 13-114) (Ord. 14732, passed 1-12-2004)~~

§ 50.029~~031~~ PARKING OF COLLECTION VEHICLES IN RESIDENTIAL DISTRICTS.

(A) No vehicle used in the transportation of garbage and refuse within the city shall be parked or left standing in any residential district, as defined or delineated in Ch. 156 Zoning of this code of ordinances, as amended, except for the loading or picking up of garbage or refuse.

(B) This section shall not apply to the driver of any such vehicle that is disabled while in the residential district to such extent that it is impossible to avoid stopping and temporarily leaving such disabled vehicle in such district.

(C) In no event shall any such disabled vehicle remain over 12 hours.

(2013 Code, § 13-21) (Ord. 10761A, passed 5-24-1965; Ord. 12993, passed 9-27-1976) Penalty, see § 50.999

§ 50.030~~032~~ INSPECTION OF EQUIPMENT.

(A) Every application for a license required by this chapter or a license renewal shall contain a certification by the applicant that the applicant has inspected the equipment to be used in the transportation of garbage or refuse and that the equipment is in good mechanical condition and free of leaks.

(B) It shall be a municipal infraction to operate equipment that leaks or allows garbage or refuse to spill from the equipment.

(2013 Code, § 13-22) (Ord. 12993, passed 9-27-1976; Ord. 14310, passed 1-8-1990) Penalty, see § 50.999

VOLUME-BASED GARBAGE COLLECTION; SPECIFIC RECYCLABLES

§ 50.045 VOLUME-BASED CHARGES.

Any individual or entity holding a license to haul garbage and refuse in the city shall charge based upon the volume of garbage and refuse generated. These volume-based charges may be made through the number of containers or bins utilized or based upon actual weight collected.

(2013 Code, § 13-77) (Ord. 14472, passed 8-25-1994; Ord. 14710, passed 3-24-2003)

§ 50.046 RECYCLING REQUIRED.

(A) Each commercial, industrial and residential unit/occupant in the city shall recycle those items designated as recyclables ~~in § 50.001 of this chapter~~ by the Solid Waste Management Commission of Marshall County. Those items designated as recyclables shall not be disposed of, except by delivery by the commercial, industrial or residential unit/occupant or by a licensed recyclable hauler to an individual or entity engaging in recycling of the item involved.

(B) No recyclables shall be disposed of by depositing the recyclables with garbage or refuse, and no licensed hauler shall pick up any recyclable commingled with garbage or refuse.

(C) ~~No licensed recyclable hauler is required to pick items designated as recyclables in § 50.001 of this chapter as a part of its regular customer pick-up. However, a~~Any licensed recyclable hauler making any scheduled recyclable pick-up shall pick up items designated as recyclables ~~in § 50.001 of this chapter~~ on the same day as their refuse pick-up.

(D) If a private recyclable drop-off site is not available to all city citizens and within the city limits, individual recyclables haulers shall, either individually or in conceit (one or more recyclables haulers) or by contract with a private entity, provide a drop-off site for recyclables that shall be available to all city citizens. If required to provide a drop-off site, each person making an application for a recyclables hauler's license shall file, in writing, a statement setting out the location and hours of service for such voluntary drop-off site. The charge made for recyclables received at the drop-off site is to be set by the recyclables hauler.

(2013 Code, § 13-78) (Ord. 14472, passed 8-25-1994) Penalty, see § 50.999

~~§ 50.047 RIGHT OF CITY TO DESIGNATE RECYCLABLES.~~

~~The city reserves the right to add other items as designated recyclables at a later date, including, but not limited to:~~

~~(A) Aluminum;~~

~~(B) Bimetal cans;~~

~~(C) Brown and green glass; and~~

~~(D) No. 1 P.E.T.E. plastics and other No. 2 H.D.P.E. plastics.~~

Commented [AH4]: Definition states per Solid Waste Management Commission

~~(2013 Code, § 13-80) (Ord. 14472, passed 8-25-1994)~~

§ 50.04~~8~~7 PUBLIC EDUCATION.

(A) (1) The ~~recyclables~~ licensed hauler will develop a plan of education so as to inform ~~his or her~~their clientele of the requirements of this subchapter imposed upon the collection of garbage, refuse and recyclables.

~~(2) This plan of education shall be submitted, along with the license application, for review and approval as a part of the licensing process.~~

(3) As a part of this educational effort, the ~~recyclable~~ hauler will distribute, in printed form, a statement of ~~his or her collection schedule as well as a statement of~~ recyclable items ~~that are recyclable~~ and an explanation concerning how the garbage/refuse and recyclable system is to operate. This printed statement shall be distributed to existing and new customers in either English and Spanish language form as required.

(4) Any cost associated with the educational effort shall be the exclusive responsibility of the ~~recyclables~~ hauler.

(B) The city shall annually post educational information on the city website and/or social media. ~~make available unrented advertising space, as is available to the city, without cost for use as a part of this educational effort and shall provide such other assistance as is reasonably possible at no cost to the city.~~

(2013 Code, § 13-106) (Ord. 14473, passed 8-8-1994)

~~§ 50.049 FILING OF VOLUME-BASED PLAN AND REPORTING TONNAGE.~~

~~(A) All garbage haulers shall file, in writing, a description of their volume or weight based system concerning garbage and refuse. Such a volume or weight based system shall create a financial incentive to recycle and reduce the volume of garbage and refuse generated. Filing of this required written statement is a condition that must be satisfied prior to the issuance of a recyclables hauler's license.~~

~~(B) All recyclables haulers shall report to the Solid Waste Management Commission of the county on a monthly basis the tonnage figures representing the actual weight of all recyclables picked up by the recyclables hauler during that respective month. This report shall be in writing.~~

~~(2013 Code, § 13-113) (Ord. 14473, passed 8-8-1994)~~

§ 50.048~~9~~ ENFORCEMENT OF CHAPTER.

Commented [AH5]: City does not require.

Commented [AH6]: Landfill advised this is not required.

(A) Licensed haulers shall assist the City in enforcement of the requirements of the Chapter where possible and provide information to their customers that meet the requirements of this Chapter.

(B) Property owners or Persons contracting for Refuse or Recyclable collection found in violation of this Chapter may be subject to code enforcement action, including violations and fines as adopted by council resolution or pursuant to §10.999 of the code of ordinances.

~~§ 50.999 PENALTY.~~

~~(A) Any person who violates the provisions of this chapter for which no specific penalty is prescribed shall, upon conviction, be punished by a penalty as provided in § 10.999(A) of this code of ordinances. In addition to the criminal penalty set forth in this division (A), a violation of this chapter for which no specific penalty is prescribed is a municipal infraction.~~

~~(2013 Code, § 13-60)~~

~~(B) (1) The fine for each violation of § 50.028 of this chapter shall be $65, plus surcharges.~~

~~(2) The method and procedure of payment and collection for each violation of § 50.028 of this chapter shall be the same as that provided for the payment collection of fines for violation of city ordinances under state law.~~

~~(2013 Code, § 13-18)~~

~~(Ord. 10761A, passed 5-24-1965; Ord. 12993, passed 9-27-1976; Ord. 14340, passed 12-27-1990; Ord. 14473, passed 8-8-1994; Ord. 14472, passed 8-25-1994; Ord. 14830, passed 5-12-2008; Ord. 14876, passed 7-12-2010; Ord. 14913, passed 11-26-2012; Ord. 14933, passed 9-8-2014; Ord. 14970, passed 11-27-2017)~~

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

MARSHALLTOWN
IOWA

TO: Mayor Greer and City Council
FROM: Heather Thomas, PE – Public Works Director
DATE: September 25, 2023
RE: Discussion – Chapter 50 Garbage and Refuse

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 city policies, procedures, plans, ordinances, programs, and services for updates and efficiencies

Recommendation:
No staff recommendation. Information provided for council discussion and direction.

Budget Impact:
n/a

Description/Background:
It was brought to the city's attention that trash pick-up in Marshalltown was being done in conflict with our current ordinance, Chapter 50 – Garbage and Refuse. The reported discrepancy was related to one of our licensed trash haulers, Moler Sanitation, investing and utilizing an automated truck, which requires a hauler provided Toter (trash container) be placed curbside for pick-up and that communication was provided to their clients. Our ordinance requires residential garbage containers to be placed within 5-ft of the front of the residence. A discussion item was placed on the August 24, 2023 city council meeting to get direction from Council.

Mayor and Council provided the following direction to city staff:

1. A councilor member mentioned the city does not want to penalize a licensed garbage hauler who invests in automated equipment.
2. A councilor member mentioned the city does not want to put other licensed garbage haulers at a disadvantage by not allowing them to place curbside.
3. A councilor member mentioned the city does not want to allow everybody to put their garbage at the curb because we have 4-5 haulers in town and this would result in everyday driving by everybody's trash.
4. A councilor member mentioned in favor of allowing garbage curbside when automated trucks were used. Automated pick-up is common in other communities. Eventually, other haulers may

upgrade their equipment. They mentioned allowing containers be placed the evening before (8 PM).

5. A councilor member mentioned that we talk about cleaning up our community and allowing all kinds of garbage cans, any day at the curb does not look good.
6. The mayor mentioned that this issue came up 10 years ago to discuss consolidating number of haulers to one or a few with each having a different quadrant of town and it was very unpopular then even though garbage trucks are hard on our streets.
7. Council would like feedback from licensed garbage haulers.

Marshalltown currently has four licensed garbage haulers: Area Sanitation, LeGrand Sanitation, Moler Sanitation, and Stone Sanitation.

There were comments made at the Council meeting that currently only Moler were picking garbage up at the curb. Based on observations around town (some pictures below), other garbage haulers also have garbage containers that are being picked up and not in compliance with the location requirements of our current code. It was also noted that in one case, the same trash cans were at the curb for three weeks.



City staff reached out to all licensed carriers, received input from one over phone/email and met with the other three. A few points that were mentioned from the Haulers included:

1. A toter is a term used to describe the containers (currently for Moler either 65 or 95 gallons) that can be picked up by an automated truck.
2. Moler still provides the option for "assisted collection" for those that can not take their garbage to the curb.
3. Those that didn't have an automated truck felt if you allow curbside pickup for one, you need to for all.
4. Staffing is a struggle for multiple garbage haulers. Some Non-automated trucks are operated with a three-person crew whereas one company is a one-man pick-up crew.
5. For situations where a garbage company has to physically dump a can, you don't want any containers bigger than 55 gallons; however, our ordinance stating 30-gallon max could be increased.
6. They pick up recycling the same day, but it might be in a different trip on that day.
7. The time they require their customers to have garbage out by can range between 5 AM – 7:30 AM.

8. Pick-up days for each are:
    a. Molar – 5 days/week
    b. Stone – 5 days/week
    c. LeGrand – Mostly Friday, a few on Wednesday
    d. Area – Tuesday thru Friday
9. Haulers don't believe it should be on them to enforce our ordinance.

City staff has attempted to take comments from Council, Mayor, and Garbage Haulers to find some middle ground. Attached is a possible language amendment that would provide some middle ground. It is not unanimous amongst garbage haulers; however, nothing in the proposed changes would require any licensed hauler to do anything different than they do today but provides options for some changes if certain requirements are met.

One possible option that the city mentioned to gauge willingness from Haulers was to assign the town into four or five quadrants with each having a designated pick-up day per week. This would address the seeing trash at the curb all days of the week and also make it easier to identify on a single trip if someone left their container at the curb too long. This was not desirable by the haulers; however, several were willing to provide us their service area map on a per day basis.

All haulers were invited to the council meeting for this discussion.

UPDATE FOR 11/27 MEETING

Councilors Thompson, Kell and Schneider and staff met with the licensed haulers on November 8th to discuss current routes and schedules and discuss ways to improve efficiency in collection operations.

Substantive revisions were made to the previously presented ordinance. Here is a summary of those revisions:

- Requiring the council to approve new license applications and allowing the council the limit the number of haulers.
- Allowing for pickup schedules outside of weekly pickup.
- Addressing one-time large item pickups.
- Placement of containers for curbside collection.
- Streamlined the recycling sections and enforcement sections.

At this time, the recommendation is to continue with the plan to allow curbside pick-up for garbage based on the use of a hauler provided toter. Those haulers wanting to do curbside will be required to provide the city maps of the routes/day. As a phase 2, haulers who provide curbside pick-up will be collaborating to establish a route map for Council approval in the future to assist the City in the enforcement of containers left curbside outside of the requirements of the ordinance.

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

TO: Mayor Greer and City Council
FROM: Chief Rierson
DATE: 11/27/23
RE: Vehicle Chassis Purchase - RFP

Policy Issue: Vehicle Chassis Availability

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

Specific Objective/Action: Request permission to send RFP for the purchase of a vehicle chassis.

Recommendation: Staff recommends sending out an RFP.

Budget Impact: Money is being set aside in CIP for the purchase of a replacement vehicle. There is money available to purchase a chassis.

Description/Background: Upfitters are having issues getting chassis from manufacturers. Manufacturers are not issuing VIN's and then cancelling orders. This has happened to both Public Works & MPD. Purchasing the chassis ensures we receive the replacement vehicle when desired (2026).

MARSHALLTOWN
IOWA

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

TO: Mayor and City Council
FROM: Joe Gaa, City Administrator
DATE: November 20, 2023
RE: Updates on Brownfield Grants

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.

Description/Background:

A discussion item has been placed on the November 27th Council agenda for an update on Brownfield Grants. Two separate grant programs will be discussed.

The first is a grant to complete preliminary site and building assessments that expires in 2024. These are standard EPA brownfield grants. I will update the council on some of the work that has been completed and some potential sites to inspect prior to the grant ending.

The second grant was a one-time funding grant to assist with disaster recovery. While the funding came from the brownfields program, it was a unique opportunity. This grant funded a market analysis for downtown Marshalltown. Again, this opportunity was to assist with recovery from recent disasters. The purpose of the market analysis was to provide a framework for rebuilding on the now vacant lots at Main/Center and 1st/Center. The analysis is included in the packet for your review. During the discussion, I will highlight Section 3- Recommendations (p 16-18) and Section 4- Next Steps (p 20-22). I plan to ask the Council for permission to allow the use of this study for marketing the City owned lots for re-use. This study will then become a helpful tool to both City staff and the Chamber in discussions with economic development prospects.

Market Analysis for Downtown Marshalltown

City of Marshalltown, IA

Prepared by ICF via EPA Brownfields Technical Assistance

February 2023

EPA United States Environmental Protection Agency

Development Research Partners

ICF

Regionally-Directed Technical Assistance

This project was performed through regionally-directed technical assistance provided by ICF, with the support of Development Research Partners, and U.S. Environmental Protection Agency (EPA) Region 7 through the EPA Office of Brownfields and Land Revitalization (OBLR) Program. Include KSU TAB here as a partner

The project was supported by the dedicated staff of the City of Marshalltown. Successful brownfields reuse and redevelopment oftentimes depends on early consideration of the range of potential future uses for each brownfield site. Local community priorities, market conditions, infrastructure availability, environmental contamination, public health issues, and local ordinances shape brownfield site reuse opportunities. Having this market analysis grounded in these local conditions will directly influence how that site is characterized, assessed, and cleaned up.

TA Recipient
City of Marshalltown, IA

Site Address:
Site 1: 102—104, 110, 112, & 114 W Main Street
Site 2: 2-4, 6-8, 10, & 12 W Main Street
Marshalltown, IA

Previous EPA Grants:
FY07 Brownfield Assessment Grant

FY21 Brownfield Community-wide Assessment Grant

DISCLAIMER

This report reflects ICF's analysis of data obtained from external data sources, including ESRI, U.S. Census Bureau, and others. The report was developed for the City of Marshalltown, Iowa under a technical assistance contract EP-W-12-020 with the U.S. Environmental Protection Agency's Office of Brownfields and Land Revitalization. This is a contractor-prepared report and does not represent EPA's position. Any publication, distribution, or use of this report beyond the stated purpose is outside of ICF's control.

Table of Contents

Project Background and Scope

The U.S. Environmental Protection Agency's (EPA) Office of Brownfield and Land Revitalization (OBLR) and EPA Region 7 provided technical assistance to the City of Marshalltown, Iowa to support the redevelopment of the properties at the SW corner of W Main St and 1st St (102—104, 110, 112, & 114 W Main Street) and at the SW corner of W Main St and Center St (2-4, 6-8, 10, and 12 W main Street). In 2018, Marshalltown experienced an EF-3 tornado that resulted insignificant damage to the downtown followed by an August 2020 derecho high-speed wind event that resulted in more damage, leaving many buildings unable to be occupied. The sites are now under City control and have been demolished.

A Phase I Environmental Site Assessment has been conducted at the properties on the SW corner of W Main St and 1st St in anticipation of future redevelopment. The goal of this technical assistance is to evaluate the market around Marshalltown and provide recommendations to the city that will guide future redevelopment that matches the community's priorities for population and job growth. The study includes an overview of current site conditions, local demographics, the retail marketplace, housing and personal services.

Following the Project Background, **Section 1** describes the existing conditions of the site area, including the current condition of two downtown sites, the local demographics and labor force conditions, which can be indicative of the spending power and skill level in the surrounding community. **Section 2** details the local retail market dynamics and the opportunity for expanded services in Marshalltown and the surrounding commute shed. With that information, in **Section 3** ICF recommends multiple development opportunities for the two downtown sites. Finally, in **Section 4** ICF provides next steps and some visions of possible redevelopment.

Executive Summary

Marshalltown is a community within a growing region but is experiencing a slight population decline in the immediate vicinity, despite experiencing an increase in minority racial and ethnic groups.[1] The community is currently experiencing a decrease in young people and young family populations who are moving to bigger cities or their surrounding suburbs. Average income in the immediate vicinity is less than both the broader region and the state. 83 percent of Marshalltown residents remain within the county to work, with the largest labor force groups including manufacturing, healthcare/social assistance, and retail trade.

Findings from the analysis indicate that the most viable uses for the two sites is mixed-use development that supports ongoing downtown revitalization efforts, and which provides key community assets to encourage residents to patronize downtown areas. Site 1 is currently surrounded by retail and given this context, the ICF team recommends the development of either retail or service-based opportunities such as a department store, florist, pet shop, hobby shop, chiropractor, or salon, to bolster the downtown shopping district. Site 2 sits across from City Hall and acts as a gateway to the community. This central location makes it a prime lot for a restaurant or drinking place, such as a destination brewery or distillery.

[1] The immediate vicinity and region are categorized as a 20-and 55 minute drive-times from downtown Marshalltown.

1 Project Background

1 Project Background

The two downtown sites present a unique opportunity for Marshalltown to support retail and service-based redevelopment activities following damage from the 2018 EF-3 tornado, August 2020 derecho high-speed wind event, and the COVID-19 pandemic. The sites represent key locations downtown and thus their successful redevelopment could spur additional economic activity and revitalization for the City of Marshalltown. The redevelopment has the opportunity to provide key services for seniors and draw families with children and working-age populations to Marshalltown, including immigrant families with young children which have the potential to contribute to a vibrant and diverse community.

Marshalltown is a vibrant medium-sized rural community located in central Iowa. The city has unique character and small-town warmth. Marshalltown acts as a hub for rural communities within a 60-mile radius and is also home to a commuter workforce, both those coming in from - and going out to - urban areas in central Iowa, such as Ames and Des Moines.

Figure 1. Site 1 viewed from the SW corner

The city has received multiple state and federal awards for infrastructure and redevelopment improvements. The city was awarded a $500,000 U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Downtown Revitalization Program (DTR) for façade improvements in 2021. In the same year, the city was also awarded $550,000 HUD CDBG upper-story housing grant to create five residential units in the Willards building within the Main Street corridor. The project will create three market rate and two affordable apartments. The city was also awarded $1.5 million in catalyst commercial development and upper story housing funding by Iowa Economic Development Authority (IEDA).

As progress moves forward on demolishing and reconstructing downtown buildings, Marshalltown has an opportunity to use redevelopment of these vacant spaces to spur economic activity. The goal of this redevelopment is to generate economic activity along the Main Street corridor that supports the exiting residents, visitors, and attract those who work in Marshalltown to reside in Marshalltown.

1.0 Site Context

The two properties are at the SW corner of West Main St and 1st Street. The sites total 9 parcels, the majority of which were acquired by the City through Iowa Code 657A, a court ordered transfer due to abandonment. The sites are in an Urban Renewal Area, which allows access to tax increment financing (TIF) and also allows City Council to consider proposals for the best use. The two sites have been cleared and cleaned up by the City and are ready for redevelopment. Site 1 is located on the 100 block of Main Street at 102-114 West Main Street (see **Figure 2)** and occupies approximately 0.52 acres. The site is the larger of the two and is bordered by W. Main Street to the north, followed by McGregors Furniture, Main Street Antiques, and a now vacant lot proposed to be a City pocket park. To the south there is a salon. To the east there is the former Willard's Furs and Formal Wear which is currently being renovated as a mixed-use building which includes upper story housing and main floor commercial space. One of the commercial spaces will be occupied by the Marshalltown Area Chamber of Commerce and Marshalltown Central Business District staff. To the west is the Optical Center. The property was used for commercial business, including a grocer; agricultural implements; bakery; restaurant; hardware store; jeweler; music store; meat market; bookstore; and time shop. Former uses of nearby and adjacent parcels include a dry cleaner, a laundry facility, gas tanks, and an auto repair/ radiator works. These uses could have degraded the quality of the environment beneath or in the immediate vicinity of site 1. Site 2 is a smaller parcel and is located across from the courthouse at 2-12 West Main Street. The site is in a key location and acts as a gateway to the downtown corridor with its connection to an alleyway that is as an art walk/street art and the proximity to the courthouse.

Figure 2. Downtown Marshalltown, showing the two sites

There has been a significant amount of development in recent years, such as new residential-only developments like the completed private, market-rate Crosby Park townhomes as well as the Low-Income Housing Tax Credit (LIHTC) Marshalltown Lofts that opened September 1, 2022. Another mixed-use development under-construction is the Willard-Hopkins Building, which consists of private, mixed income rental units and ground floor retail. There are other public and private Main Street buildings which are slated for redevelopment which will create ground floor retail and second story residential or office space, including the potential development of a hotel at the former downtown hospital site and the potential development of a coworking space within the downtown corridor.

1.2 Local Demographics and Labor Force

This section discusses demographic and labor market conditions around the sites, using two defined regions, a 20-minute drive-time area and a 55-minute drive-time area as shown in **Figure 3**. The 20-minute drive-time area was chosen as the most representative of Marshalltown and the immediately surrounding community who generally make daily purchases in Marshalltown. The expanded 55-minute drive-time area was developed through conversations with local stakeholders and is intended to represent the maximum regional daily commute-time for a potential employee commuting into or out of Marshalltown for work. All values in this section are derived from 2020 and 2021 demographic data prepared by ICF using ESRI, unless otherwise cited. [2]

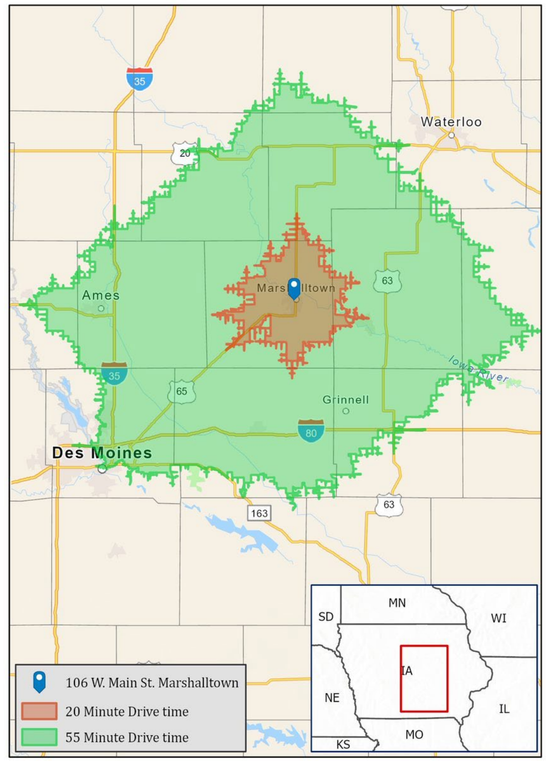


Figure 3. Region of Analysis

Key takeaways

- Marshalltown's population is aging, decreasing, and experiencing an increase in minority groups. It is essential that the community focus on economic development opportunities that attract a young, skilled force to Marshalltown while also supporting the needs of the aging population.
- The median household income in the immediate vicinity of Marshalltown is slightly lower than both the larger commute shed and the Iowa average. Ideal development opportunities expand the diversity of employment opportunities to offer both high paying, non-service-based jobs and service-based jobs that support a growing population.

40.4

2021 Median Age of the Population

- Increased 1.4 years since 2010

$55,179

2021 Median Household Income

- About 11% less than Iowa

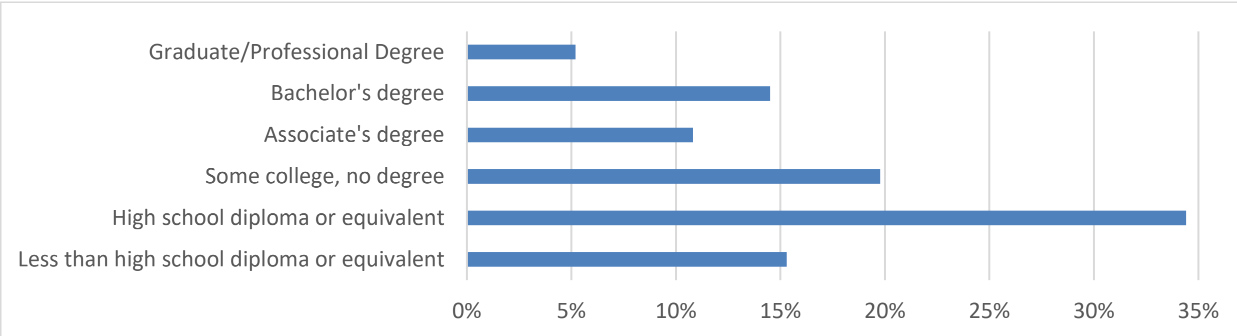
20-minute Drive-time Area

A population of over 36,500 people live within the 20-minute drive area in 2020, a decrease of 2 percent since 2010. The population is expected to continue to decrease by 0.09 percent in the next five years. The median age of the community was 40.4 years in 2020, increasing from 39 years in 2010, indicative of the aging population. For comparison,

[2] ESRI. (2020). *Methodology Statement: 2017 Esri Retail Marketplace*. Available at: https://downloads.esri.com/esri_content_doc/dbl/us/J9675_US_Retail_Marketplace_2017_in_2020_geography.pdf

the median age in Iowa was 38.3 years in 2020.[3] In 2020, 84.7 percent of the local population had a high school degree or higher while only 19.7 percent had a bachelor's degree or higher (**Figure 4**). Local educational attainment trends are lower than statewide averages.

Figure 4. Maximum Education Level, 20-minute Drive-time, 2021



Source: ESRI data, modified and interpreted by ICF.

The median household income in the 20-minute drive-time area was $55,179 in 2020 and is expected to grow to $58,019 by 2025. This is about 6% lower than the median household income in Iowa in 2020, which was $61,836.[4]

In 2021 the labor force within the 20-minute driving radius comprised 17,936 people and had an unemployment rate of 6.3 percent. Key employment sectors are manufacturing and healthcare/social assistance, and retail, followed by construction and educational services, as shown in **Table 1**.

Table 1: Top 5 Occupations by Number of Workers, 20-minute Drive-time, 2021

Occupation	# Of Workers	% Of Total Workers
Manufacturing	4,552	27%
Health Care/Social Assistance	2,466	15%
Retail Trade	1,611	10%
Construction	1,412	8%
Educational Services	1,115	7%

Source: ESRI, 2020 Labor Force by Occupation (ACS).

55-minute Drive-time Area

Conversely, within the 55-minute drive-time area, the population was just over 374,000 in 2020, and grew by 9 percent since 2010. By 2025 the population is expected to continue to increase, by 3.9 percent to just over 388,527. The median age in this area in 2021 was 36.1 years, which is younger than the 20-minute drive-time area.

[3] US Census Bureau (USCB), 2021. ACS 1-Year Estimates Selected Population Profiles. Available at: https://api.census.gov/data/2021/acs/acs1/spp
[4] US Census Bureau (USCB), 2020. ACS 5-Year Estimates Data Profiles. DP03. Available at: https://api.census.gov/data/2020/acs/acs5/profile

In 2020, the households within the 55-minute drive-time area earned a median household income of $60,810. This is higher than the 20-minute drive-time, but still lower than the state of Iowa and the national median income of $61,836 and $64,994, respectively.[5]

Within the 55-minute drive-time area there was an unemployment rate of 5.1 percent, lower than the 20-minute drive-time area. The top three occupations are similar to the 20-minute drive-time area, but educational services make up a larger percentage, and retail trade no longer appears in the top three. In the 55-minute drive-time area, manufacturing makes up a significantly smaller percent of total workers, as shown in **Table 2**.

36.1

2020 Median Age of the Population

- Over 4 years younger than the 20-minute radius

$60,810

2020 Median Household Income

- Over $5,000 more than the 20-minute radius

Table 2: Top 5 Occupations by Number of Workers, 55-minute Drive-time, 2020

Occupation	# Of Workers	% Of Total Workers
Health Care/Social Assistance	24,962	13%
Educational Services	24,737	13%
Manufacturing	24,223	13%
Retail Trade	19,308	10%
Construction	13,680	7%

Source: ESRI, 2021 Labor Force by Occupation (ACS).

While agriculture does not make the list of top occupations, it is a large driver of the regional economy and supports activity in food processing / manufacturing, which is highly concentrated in Marshalltown (and captured in the manufacturing occupation counts in **Table 2).** For example, two of the five largest local employers include JBS and Hy-Vee, both of which are food related. It is important to note that farmers/ranchers living outside of Marshalltown support local retail activity.

1.3 Visitor Trends

In addition to local residents and regular commuters, visitors represent a market segment that could be attracted to redevelopment activity along Main Street. Visitors to Marshalltown fall into three main categories: destination business travelers, those attending youth sporting events, and travel by family and friends to visit residents. These key segments help explain the trend that Marshall County lodging makes up a higher share of visitor spending (18 percent) than the average across the state (16 percent) and the lack of impact by the COVID pandemic in the visitor spending market, which decreased by only 7 percent compared to a 29 percent decrease at the state level in 2020. These visitor categories also point to the fact that there is a current lack of pass-through visitor spending, reflected in a decrease in tourism retail spending. Retail redevelopment on Main Street, however, has

[5] US Census Bureau (USCB), 2020. ACS 5-Year Estimates Data Profiles. DP03. Available at: https://api.census.gov/data/2020/acs/acs5/profile

the opportunity to attract Marshalltown visitors who may be day-tripping or passing through to a further destination.

1.4 Community Input

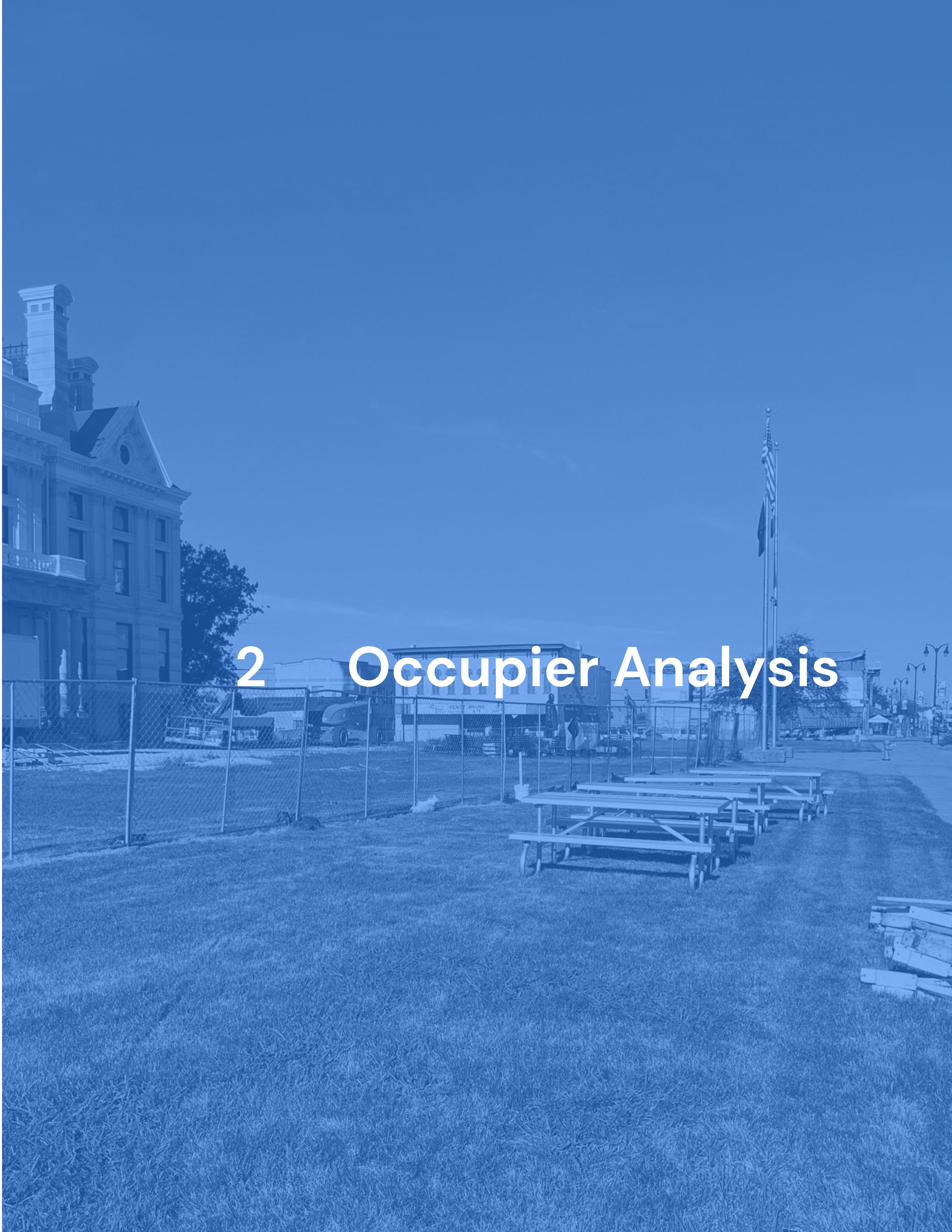
On July 30, 2022, the ICF team conducted a site visit during Marshalltown's Bee Ridiculous Day (**Figure 5**). The Bee Ridiculous Day is a day-long street festival with food trucks, entertainment, and retail establishments offering sidewalk sales. The event brings hundreds of community members to downtown Marshalltown and is a treasured community event. Throughout the visit key themes were revealed such as the fact that people want additional activities downtown, especially those that appeal to seniors and families with children. Many stakeholders voiced their support for downtown redevelopment and were excited to see the city recover after multiple weather events and COVID. Having strong community support and energy for redevelopment will help make whatever gets built on these sites more successful. Stakeholder feedback offered by the community members who participated in the Bee Ridiculous Day outreach included a desire for splashpads, open space and parks, a performance venue, and retail/restaurants. Additionally, community members voiced excitement for new residential/retail mixed use development downtown when looking at vision boards.

Figure 5. Downtown Marshalltown on Bee Ridiculous Day

Interviews with stakeholders also revealed that there are currently limited retail or food and beverage options downtown. Stakeholders expressed desire for additional community space, however that need could likely be met by the Courthouse Lawn once renovations are complete. Overall, there was a strong hope to attract those who live and/or work in Marshalltown to spend time downtown through the addition of new restaurants and retail options. It was also noted that developers have approached the city to express interest in an additional downtown hotel and a coworking space. More lodging and downtown workers could further drive demand and support Main Street restaurants and retail.

Community visioning performed by Astig Planning, as part of the current EPA Brownfield Community-wide Assessment Grant, found that community members were most interested in development opportunities such as housing, medical services, a community center, office space and restaurants for Site 1. The visioning also identified interest in open space alongside the development, such as a playground or community garden. For Site 2, the community visioned development opportunities like a hotel, restaurant, retail, entertainment, and office/flex office hub.

2 Occupier Analysis



2 Occupier Analysis

This occupier analysis includes a detailed analysis of household supply and demand for goods and services in the 20- and 55-minute drive-time area and the City of Marshalltown. These drive-time radii are based on commuter-shed assumptions to and from Marshalltown. The analysis uses commercial retail leakage (local consumption spent outside of Marshalltown) and retail surplus (consumers from outside of Marshalltown that buy retail goods and services in town) market data, and trade area demographics (which are indicative of spending power). Summary analysis of the retail market within the Primary Trade Area of Downtown Marshalltown (20-minute drive-time from the sites), and the Expanded Trade Area (55-minute drive-time) area. The analysis then further evaluates sales per square foot data by business type to estimate the square feet (SF) and number of additional establishments that the Primary Trade Area could support.

Next, additional demand for non-retail household services, like health, financial, and other family services, are evaluated to determine surplus and leakage to indicate local demand for these non-retail businesses. The service analysis leverages data on the number of existing service establishments within Marshalltown from Dunn and Bradstreet to create a per capita ratio. ICF then created a state benchmark to estimate how many additional establishments could be supported. The occupier analysis informs Marshalltown as to the best mix of retail or service establishments to attract without overbuilding for the current market. While these suggestions are based on average spending patterns and sizes of establishments, actual building and occupant SF of each proposed use can fluctuate based on site constraints and the nature of that business.

2.1 Retail Business Opportunities

To assess the retail potential of the target sites, ICF determined which businesses were located within a 20-minute and 55-minute drive-time areas and identified the demand for these goods and services based on the socio-economic and demographic characteristics of the community. ICF then identified the retail leakage, or gap between retail supply and demand, for each industry. The analysis relies on profiles of the retail marketplace prepared by ICF using the 2017 Retail MarketPlace database from ESRI.[6] It is important to note that this data from 2017 does not account for the impacts that may have arisen from the COVID-19 pandemic. It is likely that retail, restaurants and other in-person businesses were negatively impacted by the pandemic both in terms of lower levels of employment and sales. The local retail sector is still in recovery which bodes well for retail business growth.

Retail Business Market Assessment

This section of the analysis focuses on the retail market within the Primary Trade Area of the sites (20-minute drive-time) and within the Expanded Trade Area (55-minute drive-time). Developers and planners can use this information to better understand the characteristics of the trade areas and the types of businesses with the greatest market potential and greatest community benefit.

Within the 20-minute drive-time trade area there are 257 registered retail and food & drink businesses, 194 of which are in retail trade that sell a distinct product (e.g., home furnishings, general merchandise, clothing & clothing accessories) and 63 of which are restaurants or bars (e.g., food

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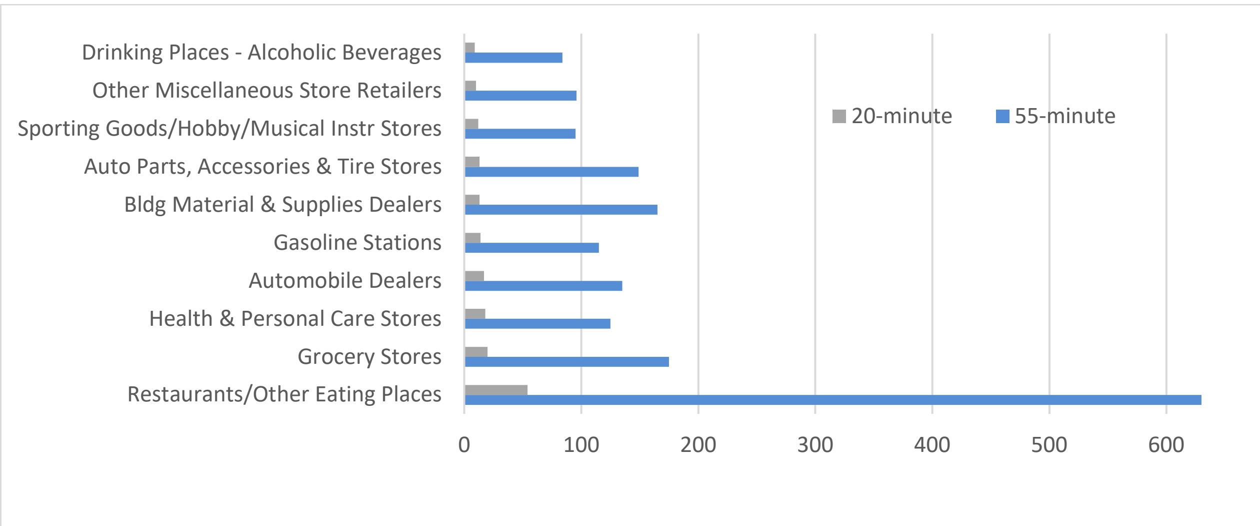
[6] ESRI. (2020). *Methodology Statement: 2017 Esri Retail Marketplace.* Available at: https://downloads.esri.com/esri_content_doc/dbl/us/J9675_US_Retail_Marketplace_2017_in_2020_geography.pdf

service & drinking places), as indicated in **Figure 6.** The largest number of businesses are classified as restaurants and other eating places, grocery stores, and health and personal care stores.

Within the 55-minute drive-time area data indicates that there are 2,507 registered retail and food service businesses, 1,782 of which are in retail trade, and 724 of which are in food and drink services. The business and industry sector mix in the expanded area differs slightly from the that in the 20-minute drive-time area. While restaurants and other eating places, and grocery stores still dominate the market, making up 25 and 7 percent, respectively. Retail establishments in the building materials, garden equipment and supply stores sector make up the third most popular sector, which reflects the population increase at broader commute shed and the need for more housing and establishments to support the growing population.

Figure 6. Number of Businesses in the Top 10 Industry Groups, 4 Digit NAICS Code, 2017

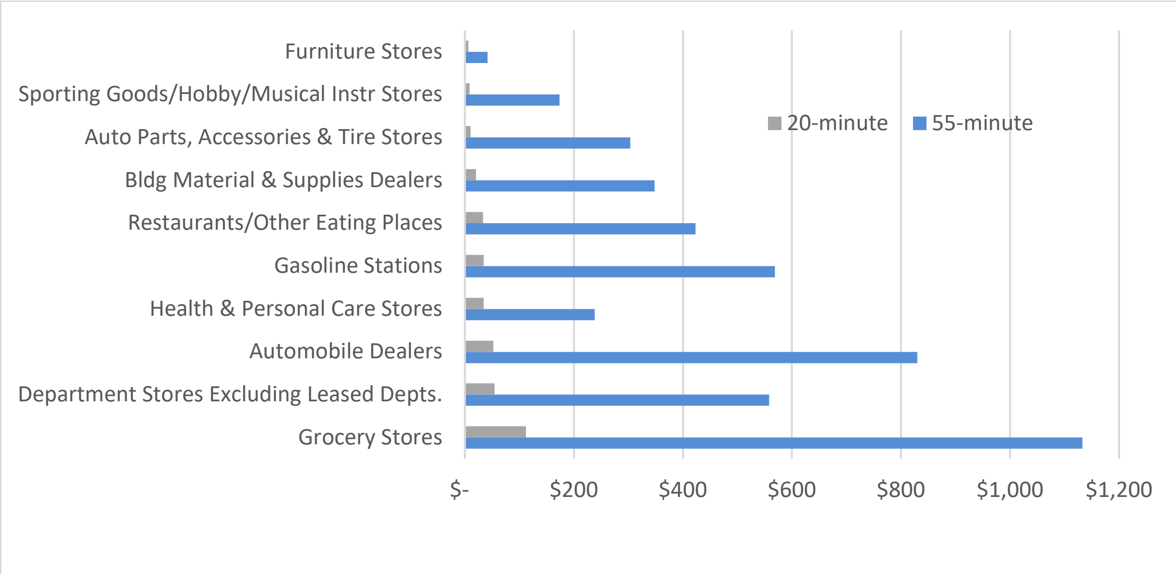


Source: Data from ESRI, modified and interpreted by ICF.

Retail sales, measured in terms of 2017 retail sales, demonstrates spending that is occurring within the trade areas, including spending by consumers who have travelled to the area to purchase a good or service. Retail demand is based upon the expected expenditures of consumers on a given retail product, as defined by the Bureau of Labor Statistics' annual Consumer Expenditure Surveys.[7] Within the 20-minute drive-time area, grocery stores draw the most in retail sales, with over $112 million in sales annually. Grocery stores also earned the most in the 55-minute drive-time area, with over $1.1 billion in 2017 retail sales. Department stores earn the second most in retail sales within the 20-minute drive-time area, with over $54.3 million annually within the 20-minute drive-time area and nearly $558.1 million reported for the 55-minute drive-time area. Within the 55-minute drive-time area the second highest earning industry is automobile dealers, with $829.8 million in annual sales. **Figure 7** illustrates the annual retail sales by industry within each study area.

[7] ESRI, https://www.esri.com/content/dam/esrisites/sitecore-archive/Files/Pdfs/library/whitepapers/pdfs/esri-data-retail-marketplace.pdf

Figure 7. Annual Retail Sales for the Top 10 Industries, ($ Millions), 2017



Source: Data from ESRI, modified and interpreted by ICF.

This first high-level analysis provides important clues to local retail demand. Rural cities and towns not only serve the town residents, but also act as the commerce and entertainment center for the surrounding rural dispersed populations that include farmers, ranchers and others who regularly make journeys into town for supplies. These dispersed residents are a component of Marshalltown's Primary Trade Area Demand along with local residents living within the City limits.

As indicated in **Figure 6**, the 55-mile Expanded Trade Area provides significantly more retail goods and services than the 20-mile Primary Trade Area. The 55-mile radius includes other notable commerce centers including the urbanized areas of Des Moines, Ames (a college town), and Cedar Falls. As well as other smaller towns comparable to Marshalltown. In absolute numbers, there is a relatively larger number of stores and consumer spending occurring outside of the 20-mile radius. Marshalltown is the virtual center of a ring of competing commerce centers that likely capture consumer spending the further away from Marshalltown they are.

The 55-mile drive time is based on commuters who will likely do some spending in Marshalltown. However, the vast majority of Marshalltown retail consumers are likely to be local and dispersed populations. In evaluating retail and household services demand, this study focuses on the 20-mile Primary Trade Area in evaluating business opportunities in Marshalltown.

Marshalltown's Primary Trade Area

As shown in **Table 3,** within the Primary Trade Area, the industries with the largest positive retail potential are general merchandise stores, miscellaneous store retailers, and clothing stores. Within the 55-minute drive-time area, additional industries with unmet supply include department stores; furniture stores; clothing stores; and health & personal care stores.

Table 3: Top 5 Industries by Retail Gap within a 20 Minute Radius, 4 Digit NAICS Code, 2017

2017 Industry Group	NAICS	Retail Gap
Other General Merchandise Stores	4529	$9,008,341
Other Miscellaneous Store Retailers	4539	$7,940,725
Clothing Stores	4481	$5,546,320
Office Supplies, Stationery & Gift Stores	4532	$3,724,463
Department Stores Excluding Leased Depts.	4521	$2,885,487

Source: Data from ESRI, modified and interpreted by ICF.

Retail Business Primary Trade Area Opportunities

Retail leakage represents the amount of consumer retail spending that is leaving the trade area. No trade area can capture 100% of its own consumer spending. For example, people drive to destination restaurants and specialized stores, travel away from home, vacation, and generally are not bound by trade area boundaries. It is assumed that in general, local consumers will spend about 80% of their household consumption, or "local capture" in their own trade area. Additionally, 91 percent of retail purchases occur in store, reflected in **Table 4**.[8]

To determine the square footage of new retail space that can be supported by capturing local spending, total available new sales are divided by typical retail sales per square foot in that industry. Table 5 illustrates estimated square feet that can be supported in these business categories.

Given household income, demand by category, and typical business sizes in the trade area, the number of business establishments that could be supported are also estimated below in Table 5. Business size data represents national estimates which include regional and national chains and can be larger than the smaller-scale local business start-ups likely in the trade area. While the estimates may undercount the total number businesses supported, they are considered to be reliable estimates on average.

[8] US Census Bureau (USCB), 2021. Sales for U.S. Electronic Shopping and Mail-Order Houses (NAICS 4541) - Total and E-commerce by Primary Business Activity (2015-2021). Available at: https://www.census.gov/data/tables/2021/econ/arts/supplemental-ecommerce.html

Table 4. Estimated Number of Business Establishments that Could be Supported by Aggregate Household Spending Currently Leaving the Trade Area, 3 digit NAICS Code, 2017

2017 Industry Group	Spending Available to Support New Local Businesses	Typical Business Size, SF	Estimated Number Establishments Supported
Miscellaneous Store Retailers	$8,979,522	15,000	+/- 2
General Merchandise Stores	$8,122,157	12,900	+/- 2
Clothing & Clothing Accessories Stores	$3,234,320	3,500	+/- 3
Food Services & Drinking Places	$2,832,892	3,000	+/- 2
Furniture & Home Furnishings Stores	$2,414,640	9,000	+/- 1
Bldg Materials, Garden Equip. & Supply Stores	$1,298,703	10,000	+/- 0
Sporting Goods, Hobby, Book & Music Stores	$376,928	20,000	+/- 0
TOTAL	**$27,259,161**		**+/- 11**

Source: Data from ESRI, Bizminer, U.S. Energy Information Administration (EIA), modified and interpreted by ICF and Development Research Partners.

In summary, it is estimated that about $27 million of retail spending could be supported by capturing local spending now leaking out of the trade area. This available spending translates into an estimated 11 new business spaces that could be supported by existing demand currently leaking from the trade area.

The occupier analysis presented here is just one way to identify viable redevelopment opportunities. It is equally important to have a local champion or entrepreneur who is excited about these opportunities and will help make them a reality. While Marshalltown might not prioritize these retail types for the redevelopment of the downtown sites, the market can support more of these types of businesses and future projects elsewhere in the city could make use of this information. Marshalltown can leverage this information to understand the potential retail demand and gap of an industry best suited for the site.

2.2 Household and Personal Service Opportunities

That said, the retail opportunities present only half of the commercial market. Services are equally important to balance the shopping district of downtown Marshalltown and provide amenities for both residents and visitors. A combination of retail and service businesses will help Main Steet weather fluctuations in tourism or other disruptions such as extreme weather events. These service-based businesses will also help diversify local employment opportunities with higher paying jobs than are typical in retail businesses.

Services include non-retail businesses such as doctors, dentists, allied health professionals, laundry or personal services, financial services, and similar consumer businesses. With the growing aging population in Marshalltown, providing these types of services and amenities within a short walking distance that is easily accessible will be important in supporting senior populations as they age in place. In fact, there is a senior housing complex adjacent to Site 1, some residents of which noted the lack of services in downtown Marshalltown during the Bee Ridiculous Day event.

These businesses can range in size from small to medium and often adaptively reuse existing space. They can be as small as 500 to 1,000 square feet for a single optometrist, or up to 5,000 square feet or larger for child or adult day care centers. Demand for service providers is based on the number of providers per person in the trade area relative to the providers per capita in the state of Iowa. **Table 5** shows the estimated additional service-businesses square footage that could be supported by the gap between exiting service providers and the establishments that could be supported.

Given household income, demand by category, and typical business sizes, the number of business establishments that could be supported are estimated below in **Table 5**. The categories that could support the largest number of new establishments include personal household services, day care, and chiropractors. Personal household services include activities such as hair salons, nail salons, laundromats, dry cleaners, funeral services, and pet supply/grooming services.

Table 5. Estimated New Service Establishments Supported in Marshalltown, 2022

Service Category	Existing Service Providers	Typical Size, SF	New Establishments Supported
812: Personal Household Services	65	1,200	17
62441: Day Care	10	5,900	6
62131: Chiropractors	11	1,200	5
62134: Therapists – physical, occupational, speech	1	1,200	3
62111: Physicians	26	1,200	2
6216: Home Health Care Services	3	1,200	2
54111: Legal Services	29	1,200	1
62132: Optometrists	5	1,200	0
6214: Outpatient Care Centers	9	13,700	0
522: Credit Intermediation and Related Activities	30	--	Oversupply
62121: Dentists	25	--	Oversupply
623: Nursing and Residential Care Facilities	17	--	Oversupply

3 Recommendations

3.0 Recommendations

Based on the data provided in previous sections, community visioning, and interviews conducted with community stakeholders, ICF developed multiple viable recommendations for the two downtown sites.

3.1 Reuse Recommendations

Based on the local demographics and labor force analysis, conversations with local stakeholders, the performance of relevant market sectors, and the number of existing service establishments there are several commercial and service-based reuse opportunities for the two sites. The sites are located within the downtown corridor but offer somewhat different opportunities based on location and size.

Table 6 and 7 indicate the tenant type, key features and potential square footage, based on the national average size of such establishments, estimated as potential reuse options for the sites.

Recommendations are made based on types of establishments that have an undersupply of businesses within the 20-minute drive area. While recommendations are based on existing local demand, the attraction of spending by visitors has the potential to increase demand for retail and services even further, especially for tourism facing uses.

Existing local demand could support an additional 30,000 SF of miscellaneous store retailers; over 25,800 SF of additional general merchandise stores; and over 12,000 SF of additional clothing and clothing accessory stores. Existing local demand also calls for nearly 6,000 SF of additional food and beverage opportunities. This demand, coupled with a new hotel and flex office space being planned, bolsters demonstrated demand for a restaurant or destination alcohol tourism like a brewery or distillery. Throughout the stakeholder outreach, community members noted the need for restaurants and drinking places that diversify the few restaurant options downtown and provide a vibrant after hours work atmosphere.

Existing local demand calls for up to 20,000 SF of additional service health and personal services such as chiropractors, massage therapists, nail salons, pet stores, funeral services, etc., as shown in **Table 6**. Service developments might further attract residents downtown and play a mutually supportive role between retail and restaurant opportunities.

Table 6: Potential Reuse Opportunities for Site 1

Space Type	Features	Tenant Types	Total Potential Square Footage	Potential SF per Unit
Clothing & Clothing Accessories Stores	Traditional retail frontage or micro-store outlet, store windows, zero-lot line to encourage street level interaction with pedestrians.	Small adult or children's and infants' clothing stores, shoe stores, jewelry stores, luggage and leather goods stores	12,000 SF	3,500 SF

Miscellaneous Store Retailers	Traditional retail frontage or micro-store outlet, store windows, zero-lot line to encourage street level interaction with pedestrians	Small craft maker, florist, office supplies, bookshop, other specialty retailers	30,000 SF	15,000 SF
General Merchandise Stores	Traditional retail frontage or micro-store outlet, store windows, zero-lot line to encourage street level interaction with pedestrians	Department stores or general purchase stores	25,800 SF	12,900 SF
Furniture & Home Furnishing Stores	Traditional retail frontage or micro-store outlet, store windows, zero-lot line to encourage street level interaction with pedestrians	Furniture stores and home furnishing stores	27,000 SF	9,000 SF
Personal Household Services	Retail and office style spaces, stand-alone buildings, room for lobby or waiting space	Hair salon, nail salon, laundromat / dry cleaner, funeral services, pet supply/grooming services	20,600 SF	1,200 SF
Day Care	Retail and office style spaces, stand-alone buildings, room for lobby or waiting space	Child-care centers, preschool programs, school-age programs	33,303 SF	5,900 SF
Chiropractors	Retail and office style spaces, stand-alone buildings, room for lobby or waiting space	Medical office, as well as complementary services	5,729 SF	1,200 SF
Therapists	Retail and office style spaces, stand-alone buildings, room for lobby or waiting space	Physical therapists, occupational therapists, speech therapists	3,553 SF	1,200 SF
Home Health Care Services	Retail and office style spaces, stand-alone buildings, room for lobby or waiting space	Personal care services, homemaker and companion services, physical therapy, medical social services, medications, counseling	1,973 SF	1,200 SF

Source: ICF and Development Research Partners.

Table 7: Potential Reuse Opportunities for Site 2

Space Type	Features	Tenant Types	Total Potential Square Footage	Potential SF per Unit
Food Services & Drinking Places	Retail frontage, outside space in front or back of building	Craft brewer, wine bar, or other drinking establishment; food establishment	6,000 SF	3,000 SF

Source: ICF and Development Research Partners.

In addition to the establishments noted above, open space and gathering areas play a critical role in making a downtown corridor feel inviting. Marshalltown has invested in new green spaces including the renovations of the Lawn at the Courthouse and adding seating, innovative artwork, and lights on multiple alleyways as welcoming pedestrian spaces. Given the relative site sizes and potential establishments, redevelopment should incorporate public open or green space. Within the downtown zoning district, Marshalltown requires 5 percent open space, however, ICF recommends expanding the open space to at least 10-20% on each site to encourage pedestrian use and community gathering.

The location of Site 1 is attractive for contributing to a vibrant service and retail corridor along Main Street. Site 1 is surrounded by existing retail businesses and vacant buildings that could serve as additional service and retail spaces in the future. Site 2 is positioned to be an important gateway to downtown Marshalltown and would be ideal for a restaurant or destination alcohol tourism described above, combined with wayfinding and informational signs and a unique art piece to build on the downtown identity. Although not captured in the occupier analysis, the community expressed interest in residential units or a business hub for co-working or conferences on the 2nd or 3rd floor which could provide space for housing opportunities.

The reuses proposed for the target sites are not intended to identify a single redevelopment path for each site, but instead to present several opportunities that might attract and incentivize developers to consider the market further.

4 Next Steps

4. Next Steps

Next steps include focusing on economic development strategies to increase consumer capture rates from both the Primary Trade Area and Extended Trade Area. This study identifies likely candidates to expand local businesses, attract new synergistic businesses, and encourage local entrepreneurial opportunities.

Business Attraction and Retention

- Focus business attraction and expansion efforts on business opportunities identified in this analysis.
- Identify an economic development point-of-contact that can create and maintain relationships between existing business and business prospects.
- Support the Chamber's local business committee that meets regularly to discuss the local retail environment, identify new business opportunities in real time, and develop a "business-mix strategy" to ensure synergistic, complementary, targeting desirable new businesses.
- Focus on lifestyle and entertainment businesses that reflect those available in surrounding competing communities, but with a "Marshalltown feel" and branding. These attractions will aim to motivate local visitors to stay overnight rather than coming into Marshalltown for one-day shopping trips.

Entrepreneurship

- Explore economic programs that focus on retaining and growing existing businesses and nurturing small business and startups.
- Continue to provide support for local or virtual community-focused small business development such as free one-on-one counseling services in the areas of business research and marketing, new business feasibility analysis, business plan preparation, finance packaging, and other small business topics. These activities could be staffed by local business mentors and/or in collaboration with the Iowa SBDC, Marshalltown Community College, or Iowa State University.
- Investigate opportunities for a makerspace that includes retail kiosks for nurturing small retailers and local cottage industries.

Primary Business Attraction to Enhance the Primary Trade Area

- Consider primary industry recruitment to enhance year-round daytime spending and enhance downtown economics.
- Support workforce readiness by collaborating with local educational institutions and businesses and build opportunities to support professional development, build workforce capacity, encourage entrepreneurship, provide life-long learning opportunities, and present a strong image for primary business attraction. This could include a shared "Learning Space" that can provide space for classes, distance learning, and coordinate mentoring, apprenticeship, and incubation.

Financial Incentives

- Consider providing Micro Enterprise Loans for businesses that have five or fewer employees which will support community and economic development efforts in designated rural areas of the state. These loans may be used to start, expand, or stabilize an existing business. Eligible uses may include property acquisition, renovation, equipment, working capital and other business needs. They can be capitalized with Community Development Block Grant funds.

- Consider waivers and abatements to encourage business investment. The City may expedite the building permit process and/or choose to waive all or part of various permit fees.
- Consider waiving or rebating local sales/use taxes for construction materials, personal property, and business equipment. Eligible renovation and rehabilitation expenditures could include remodeling, repair, construction management and demolition costs, environmental remediation costs, acquisition costs, architectural and engineering fees, and other hard costs.

A Vision: Marshalltown's Future Downtown

Finally, in parallel with this market analysis, the Kansas State University Technical Assistance to Brownfields (KSU TAB) team generated renderings for Sites 1 and 2 based on the square footage estimates identified in this occupier analysis. The following figures provide a sense of the look and feel for the potential redevelopments. Additional renderings, site plans and drawings are being provided by KSU TAB.

Figure 8: Site 1 Building Concept

KSU TAB incorporated feedback collected during the community survey, led by Astig Planning, and the existing architectural context of downtown Marshalltown to produce the following renderings. Many residents noted that the downtown's historic character was part of the Marshalltown identity and new development should attempt to match the vernacular. The Site 1 building in **Figure 8** focuses on a mixed-use concept with a rooftop bar and viewing platform. The first floor is shown as a cybercafé and wine bar, as possible retail and restaurant options that would activate the street level. Additional seating outside allows the activity of the building to integrate with the walkability of downtown. The upstairs is shown as a possible health care facility and would provide accessible services to the nearby senior living facility. The building has similar shaped windowfronts, awnings, and brick materials that are common across downtown building. The rendering also incorporates a pedestrian walkway between the existing and new development to add unique public space to the area.

The second rendering of Site 2 below illustrates a signature development that acts as a gateway to downtown Marshalltown. With its prominent location across from City Hall and on the main intersection, this site has an opportunity for new development that includes more artistic elements that speak to the community's identity and provide wayfinding for visitors. The rendering illustrates a public art piece on an expanded sidewalk bump out. The building itself incorporates the shapes of the potential public art for a unique building façade, with opportunities for Marshalltown branding on the building. The awnings and windows mimic adjacent historic buildings to retain the original character. Outdoor seating and planting boxes create an active and pleasant outdoor area for visitors and residents to enjoy.

Figure 9: Site 2 Building Concept