

CITY OF MARSHALLTOWN
COUNCIL AGENDA
CITY HALL COUNCIL CHAMBERS
10 W STATE STREET
MARCH 26, 2018 AT 5:30 PM

A. NOTICE TO PUBLIC

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

B. CALL TO ORDER

Mayor Joel T.S. Greer

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

Cahill, Gowdy, Hoop, Isom, Lamer, Martin, Wirin.

E. MAYOR, COUNCIL AND ADMINISTRATOR COMMENTS

1. Brick Burners Recognition

2. Years Of Service

Years of Service - March

10 years

Jeff Roads - Public Works

Curtis Cecak - Fire

15 years

Joel Chandler - Engineering

F. CONSENT AGENDA

1. Approve Council Minutes For 3/12/2018

Documents:

[03-12-2018_council-minutes.pdf](#)

2. Approve Bill List In The Amount Of \$954,085.83.

Documents:

3. Approve February 2018 Financial Statements

Documents:

[February 2018 Financials Memo.pdf](#)
[February 2018 Financial Statements.pdf](#)

4. Resolution 2018-042 Approving The Installation Of A Floodlight By Alliant Energy

Documents:

[Res for Install of Floodlight.pdf](#)

5. RESOLUTION 2018-036 REQUESTING THE IOWA DEPARTMENT OF TRANSPORTATION TO CHANGE THE FEDERAL FUNCTIONAL CLASSIFICATION OF HIGHLAND ACRES ROAD

Resolution to ask the DOT to change the federal functional classification from Urban Local to Urban Collector on Highland Acres Road from Main Street to Lincoln Way.

Documents:

[Highland_Acres_Road_Location_Map.pdf](#)
[RES IDOT HIGHLAND.pdf](#)

6. Approve Renewal Liquor Licenses

American Legion, Frank Lewis Glick Post #46; Hy Vee Party Room; Food & Gas Mart; Casey's General Store #1441; Wandering Creek Golf Course; Grocery Store Y Tortilleria La Vecindad; Golden Land; Baymontinn & Suites; Abarrotes Villachuato, LLC; Friends of the Orpheum Theater; The Spot; Smokin G's BBQ; Depot Liquor & Grocery; The Perfect Setting.

G. **REPORTS**

1. Fire Department - Annual Report, Chief Rierson

Documents:

[FD Annual Report FULL 2017.pdf](#)

2. Iowa State University-City Of Marshalltown Partnership Update-Cindy Kendall, ISU Extension

H. **MOTIONS**

1. New Liquor Licenses

Hall of Fame Concession - six month beer license
Hall of Fame Concession - five day license for event with transfer
The Flying Elbow, 35 N Center Street

La Carreta Mexican Grill, 308 Iowa Ave E

Documents:

[2018-03-26_2018-_Hall of Fame Concession six month.pdf](#)
[2018-03-26_2018-_Hall of Fame Concession 5 day with transfer.pdf](#)
[2018-03-26_2018-_Flying Elbow Liquor.pdf](#)
[2018-03-26_2018-_LaCarreta liquor license app.pdf](#)

I. RESOLUTIONS

1. Resolution 2018-032 Approving Amended Engineering Services Agreement #1 For The Marshalltown Manhole And Pipe Repair Project #59016002 For Fox Engineering Associates, Inc., An Increase Of \$399,100.00.

Tabled.

Enc: State Revolving Fund information

Documents:

[Memo for State Revolving Fund and State Sponsored Project.pdf](#)
[About SRF document.pdf](#)
[03-12-2018_2018-032_Agrmt ESA FOX.pdf](#)
[03-12-2018_2018-032_memo ESA FOX.pdf](#)
[03-12-2018_2018-032_RES ESA FOX.pdf](#)

2. TENTATIVE 2018-037 RESOLUTION PROVIDING FOR THE CONVEYANCE AND TRANSFER OF TITLE TO THE PROPERTY HEREIN DESCRIBED FROM THE CITY OF MARSHALLTOWN, IOWA TO GALINDA REYES

Documents:

[Memo on 519 N Center.pdf](#)
[519 N Center bids pub affidavit.pdf](#)
[519 N Center - bid from Galinda Reyes.pdf](#)
[519 N Center St - Tent Res.pdf](#)
[519 N Center St NPH Sale.pdf](#)
[519 N Center St - AdoptRes.pdf](#)

3. RESOLUTION 2018-038 APPROVING AMENDMENT TO CASH MANAGEMENT POLICY UPDATING SAID POLICY ORIGINALLY ADOPTED AUGUST 12, 1996 AND LAST REVISED AUGUST 16, 2006

Documents:

[Memo for Cash Management Policy.pdf](#)
[Resolution for Cash Mgmt Policy.pdf](#)
[Cash Management Policy Revised.pdf](#)

4. RESOLUTION 2018-039 APPROVING AGREEMENT BETWEEN

THE CITY OF MARSHALLTOWN, IOWA AND AUTOMATED
MERCHANT SYSTEMS FOR PROCESSING OF DEBIT AND
CREDIT CARDS

Documents:

[Memo for Automated Merchant Systems Agreement.pdf](#)
[Resolution Automated Merchant Systems Agreement for
Online Payments.pdf](#)
[Automated Merchant Systems agreement.pdf](#)

5. Resolution 2018-040 Tyler Contract Amendment For AR Online
Payments

Documents:

[Tyler Technologies Agreement Memo.pdf](#)
[Resolution Tyler Amendment for Implementation of Online
Payments for AR.pdf](#)
[Tyler Technologies Agreement for Accounts Receivable
online payments.pdf](#)

6. RESOLUTION 2018-041 APPROVING A 28E AGREEMENT WITH
THE MARSHALL COUNTY COMMUNICATIONS COMMISSION
FOR THE USE OF SPACE AT 22 NORTH CENTER STREET

Documents:

[Res for 28E for MCCC Facility Use.pdf](#)
[28E for MCCC Use of 22 N Center.pdf](#)

J. **DISCUSSION**

1. Request For Proposal For Legal Services

Documents:

[Memo for Legal Services RFP.pdf](#)
[RFP Legal Services.pdf](#)

2. Plan For Addressing Sidewalk Items In Strategic Plan

Documents:

[Memo on Sidewalks.pdf](#)
[Sidewalks.pdf](#)

3. 2018 Street Improvement Plan

K. **PUBLIC COMMENT**

Members of the public may make comments on any item which was not on the agenda during this time. The speaker shall approach the microphone, and state his or her name and address. Comments shall be limited to three minutes, unless a longer comment is authorized by the Mayor. The speaker shall direct comments to the Mayor and to the Council as a whole. The Mayor and Councilmembers shall not engage in discussion or

debate on items raised by members of the public, and no action may be taken on items raised in public comments in order to comply with open meetings laws.

L. ADJOURN

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

COUNCIL PROCEEDINGS

March 12, 2018

The Marshalltown City Council met in regular session on March 12, 2018, at 5:30 PM, in the Council Chambers at City Hall. Mayor Greer called the meeting to order and led the Pledge of Allegiance. Gabriel Isom, representing 2nd Ward, was sworn in prior to the meeting. Councilor Hoop thanked Ethan Dix for the tour of the Police and Fire building project site. Administrator Kinser advised the council of the progress of the Highway 14 Corridor focus group presentations. Present: Cahill, Gowdy, Hoop, Isom, Martin, Lamer, Wirin. Cahill actively participated via speakerphone.

CONSENT AGENDA:

Wirin moved to approve the Consent Agenda: Approve Council Meeting minutes for February 26, 2018 and March 5, 2018; Approve Bill List in the amount of \$1,263,866.78; Appoint Beverly Worden to the Investment Advisory Committee; Receipt of Building Permit Report for February, 2018; Approve Financial Statements for January, 2018; Resolution 2018-030 Approving Contract Change Order #1 for the PCC Iowa River Trail Project 41016001 for General Supplies for Boulder Contracting, LLC, an increase of \$38,340.00; second by Gowdy. Consent agenda adopted 7-0.

REPORTS:

Director J. Etter, Marshalltown Central Business District presented the quarterly Report, noting the downtown will receive an award this April from the Main Street Iowa for achieving \$50M of renovation in the downtown area since 2002.

MOTIONS:

Wirin moved to approve New Tobacco Licenses for Golden Karen, LLC, 134 E State Street and BW Gas & Convenience, 1701 Iowa Ave E, pending completion of property transfer, second by Martin. Motion carried 6-1, with Lamer dissenting.

Gowdy moved to approve New Liquor Licenses for Golden Karen, LLC, 134 E State Street; Midnight Ballroom for Rodeo at Fairgrounds March 31 with premise change for Central Iowa Fair; BW Gas & Convenience, 1701 Iowa Ave E, pending completion of property transfer, second by Wirin. Motion carried 7-0.

RESOLUTIONS:

Martin moved to adopt Resolution 2018-031 Approving Amended Engineering Services Agreement #1 For The High Street Drainage Improvements Project #Bld17001 For Bolton & Menk An Increase Of \$123,250.00, second by Hoop. Public Works Director Nickel recommended the council approve the design agreement for improvement of the draining south of High Street, covering design for both phase 1 and phase 2 of the recommended three phase project, beginning at Ingeldue and commencing at the levy. The project is scheduled to be bid this fall, total project estimate cost exceeds \$1M. Resolution adopted 7-0.

Wirin moved to table Resolution 2018-032 Approving Amended Engineering Services Agreement #1 For The Marshalltown Manhole And Pipe Repair Project # 59016002 For Fox Engineering Associates, Inc An Increase Of \$399,100.00, second by Gowdy. Item tabled 6-0. Cahill had temporary phone issues and was not available for vote.

Martin moved to adopt Resolution 2018-033 Approving Purchase Contract By And Between The City Of Marshalltown, Iowa, Parks And Recreation Department And American Ramp Company Of Joplin, Mo For The Purchase Of Skate Park Equipment In The Amount Of \$70,074.49, second by Wirin. Parks and Recreation Director Anne Selness recommended the council approve this improvement, making for a more challenging course. This is Phase 2 of the Skatepark improvements, funded \$55K from the Capital Improvement levy with the remaining costs covered by fund raising and donated labor for laying bricks. Resolution adopted 5-1. Hoop dissented. Cahill had temporary phone issues and was not available for vote.

Wirin moved to adopt Resolution 2018-034 Approving An Application As An Opportunity Zone, second by Hoop. Housing and Community Development Director Spohnheimer recommended approval to leverage additional Federal Funds concerning tax credits for unrealized capital gains to be used in communities with eligible zones. Marshalltown has three eligible zones, located in the North 3rd Avenue/ Highway 14 and downtown areas. Resolution adopted 7-0.

Wirin moved to adopt Resolution 2018-035 Approving An Agreement With Bolton & Menk For The Development Of A Wayfinding Master Plan, second by Martin. Administrator Kinser recommended

COUNCIL PROCEEDINGS

March 12, 2018

approval of the agreement with Bolton and Menk. The council authorized the application for a Martha Ellen Tye Foundation grant of \$20,000, which has been awarded. The matching funds, approximately \$20,000, will be made available from the Local Options Sales Tax fund. Bolton and Menk is currently working with the City on the Highway 14 Corridor Study. Val Ruff, Director of the Convention & Visitors Bureau, and Kiley Leger, Director of Vision Marshalltown, encouraged the council to continue with the ongoing work of improving community pride. Resolution adopted 6-1, Lamer dissenting.

ORDINANCES:

Gowdy moved to adopt the Ordinance and third reading of Ordinance #14971 Amending Chapter 2, Offenses and Miscellaneous Provision, Section 54, Prohibiting the Use of Consumer Fireworks and Display Fireworks, to add a Civil Penalty, second by Hoop. Changes to the ordinances places the person in control of the property or the property owner responsible for penalties of violation. Third reading of and Ordinance adopted 7-0.

DISCUSSION:

Finance Director Steiner reviewed the proposed changes to the Cash Management Policy. Changes included updating credit card payments and updating procedures as well as reflecting the 20% cash reserve ordinance.

Administrator Kinser recommended the council adopt a resolution approving a 28E Lease with the Marshall County Communications Commission for the property at 22 N Center Street at the March 26 meeting. The lease rate is \$1 with insurance requirement.

PUBLIC COMMENT:

Carlene Prazak, 111 Harmony Drive, asked about the expansion joints on the S Center Street bridge. Public Works Director Nickel announced the South Center Street bridge over Linn Creek will receive repairs beginning March 19. The bridge will be closed for a few weeks, depending on severity of repair.

ADJOURNMENT

The meeting adjourned at 6:55 pm.

Respectfully submitted,

Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN

ATTEST:

Joel T.S. Greer, Mayor

Shari L. Coughenour, CMC, City Clerk

Advertising		IA.Treasurer/2	11,675.00
T-R/1	62.52	Kapaun.Brown/1	324.80
Consulting & Professional Fees		Language.Line.S/2	335.55
Bernie.Lowe.Asc/1	2,982.00	Ledford,M/2	1,750.00
Dorsey&Whitney/3	19,027.00	Marshall.Co.Tax/12	5,663.00
Fox.Engrg.Assc/2	2,321.50	McAtee.Tire/1	22.50
Grimes.Buck.Sch/2	4,465.00	Partner.Comm/2	1,789.78
GTG.Architects/1	10,326.25	Quick,M/1	200.00
Howard.R.Green/2	13,446.79	VanMaanen.Elect/1	13,840.00
Ins.Strat.Consu/1	975.00	Verizon.Wireles/3	272.39
Iowa.One.Call/2	47.80	Whyllie,E/2	15,669.30
Verizon.Wireles/2	80.02	WICKHAM,M/1	375.00
Contracts		Witte,J/1	40.00
Aramark.Unfrm/7	168.19	Supplies/Parts	
CIVICPLUS.INC/1	4,638.00	ACOM.Solutions/1	238.23
Ia.Dept.Justice/1	37.10	Adland.Engrvg/1	304.50
Koch.Brthrs/2	197.71	Airgas.U.S.A./1	25.36
Marsh.Co.Landfi/5	119.35	Arnold.Motor.Su/7	403.12
Marshall.Co.Att/1	37.10	Atlantic.Bottli/1	391.90
MarshalltownCBD/1	6,000.00	BDH/1	980.44
Mtown.CVB/1	62,488.43	Carpenter.Unfrm/4	2,427.34
Premier.Equip/5	97.10	Cessford.Constr/3	3,642.80
Region.6.Planng/1	1,280.00	Chemsearch/1	301.20
Schendel.Pest.C/2	80.50	Cntrl.IA.Machin/1	23.60
Schumacher.Elev/3	618.62	Cntrl.Office/1	60.41
Summit.Comp/1	147.00	Crop.Production/4	2,359.00
Tyler.Technolog/1	1,250.00	Cummins.Service/1	558.40
WinCan.LLC/2	1,500.00	Dave.WrightCDRJ/4	680.64
Xerox.Corp/3	58.03	Digital.Ally/2	490.00
ElectionExpense		Erwin,R/1	700.00
M.Co.Recorder/1	6,341.98	Gillig.LLC/6	2,159.10
Medical		Hach.Co/1	261.27
HyVee.Drugtown/1	108.99	Hawkeye.College/1	175.00
St.Lukes.Health/2	111.00	IMFOA/1	65.00
Wellmark.Inc./2	83,530.17	Midland.Scienti/4	710.57
Payroll.Deductions		Miller.Mechanic/3	1,827.42
American.Educa./1	64.41	Napa.Auto/7	90.93
AXA/2	450.00	Northern.Lights/2	199.22
Collection.Svs./6	1,734.58	Proctor.Mech.Co/1	698.00
Colonial.Life/1	413.55	Terminal.Supply/1	317.84
Fidelity.Securi/2	408.72	Treasurer-ISU/1	50.00
Fire.Union.Dues/2	1,260.00	Verizon.Wireles/1	718.73
I.P.E.R.S./7	68,618.52	Watson,T/1	200.00
I.R.S./6	77,697.01	Xcessories.Sqrd/1	196.00
IA.Treasurer/4	18,338.00	Travel/Training	
ICMA.457/11	10,608.90	Powell,D/1	8.00
M.F.P.R.S.I./4	121,716.40	Utilities	
Meskwaki Nation/1	300.34	AlliantEnergy/44	22,706.80
Mtn.Wtrwrks/1	1,531.79	Consumr.Energy/2	430.91
Texas.Child.Sup/2	252.57	Mtn.Wtrwrks/3	24.00
TotalAdmin.Serv/4	7,908.92	WoodRiver.Enrgy/2	2,929.04
UAW.Local 893/1	148.48	Total/341	954,085.83
United.Way/4	913.54		
Payroll.Net			
Payroll/1	281,203.24		
Refund/Reimbursed			
IA.Treasurer/1	(87.00)		
Service/Repairs			
Advanced.Garage/2	790.00		
Boulder.Contrac/1	36,145.68		
Century.Link/63	1,214.44		
Entenmann.Rovin/1	57.00		
Freeman,A/1	34.00		
Gale-Hazen,E/1	60.00		
Gale-Hazen,K/2	322.50		
Hogeland.Auto.P/1	125.00		



Joel Greer, Mayor
Jessica Kinser, Administrator
Diana Steiner, Finance Director
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5760
Fax - (641) 754-5781

FINANCE DEPARTMENT

March 20, 2018

To: Mayor Joel Greer
Members of the City Council

From: Finance Department

Re: February Monthly Financial Statements

Policy Issue: N/A

Recommendation: Staff recommends approving the Feb. 2018 monthly financial statements.

Background: The Finance department has prepared and reconciled the Feb. 2018 financial statements for your review. The budgeted amounts are still the adopted budget. The amended budget will be loaded for the March financial statements. The attached reports include the following:

- Fund Balance Report, which includes the beginning balance at 6/30/17, the year-to-date revenues and expenses for 8 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.

Item of interest this month:

*The Police & Fire Building expenses were \$272 thousand, primarily from masonry work.

Attachment: February 2018 Financial Statements

cc: Jessica Kinser, City Administrator

City Council
Susan Cahill, Leon Lamer, Mike Gowdy,
Al Hoop, Gabriel Isom, Bill Martin, Bethany Wirin



MARSHALLTOWN

I O W A

Fund Balance Report
As Of 02/28/18

Fund	Beginning Balance	Total Revenues	Total Expenses	Ending Balance
001 - GENERAL FUND	1,010,518.57	8,736,733.00	9,827,337.41	(80,085.84)
010 - CASH FLOW RESERVE FUND	2,067,220.00	12,950.02	-	2,080,170.02
030 - CAPITAL RESERVE	222,656.03	464,243.79	539,228.57	147,671.25
031 - CAPITAL RSRV-BLDG MAINT	433,540.11	16,386.29	12,300.00	437,626.40
032 - CIP LARGE VEHICLE/EQUIPMENT	-	-	-	-
050 - COLISEUM ACTIVITY FUND	3,996.94	23,991.84	33,932.45	(5,943.67)
110 - ROAD USE TAX	4,812,368.51	2,534,392.94	2,155,422.96	5,191,338.49
112 - EMPLOYEE BENEFITS FUND	2,261,648.85	1,371,190.32	1,201,330.57	2,431,508.60
117 - POLICE/FIRE RETIREMENT	599,680.42	651,343.29	572,496.15	678,527.56
119 - EMERGENCY FUND	-	127,997.87	123,165.83	4,832.04
121 - LOCAL OPTION SALES TAX	5,263,028.64	2,055,287.97	2,422,674.26	4,895,642.35
125 - TAX INCREMENT FINANCING	936,710.02	116,904.65	232,273.03	821,341.64
130 - CITY TORT LIABILITY	97,286.38	79,419.19	89,562.96	87,142.61
131 - SPECIAL ASSESSMENTS SURPLUS	-	-	-	-
132 - GRANTS-STATE/LOCAL AGENCIES	3,591.05	45,261.11	-	48,852.16
133 - UNDESIGNATED FEDERAL GRANTS	-	-	-	-
140 - PARK & REC DONATION FUND	98,892.74	155,734.48	187,448.74	67,178.48
141 - MTOWN TENNIS ASSOC	1,664.12	12.59	-	1,676.71
142 - SOFTBALL ASSOCIATION FUND	11,335.24	3,262.58	14,280.08	317.74
143 - NICHOLSON FORD REAP GRANT	-	-	-	-
144 - LIVE HEALTHY IOWA	5,307.70	37.24	381.48	4,963.46
150 - COPS FAST GRANTS	(5,385.09)	32,886.78	38,737.62	(11,235.93)
151 - DEPT OF JUSTICE GRANTS	(1,434.78)	13,489.15	13,098.91	(1,044.54)
152 - POLICE UNDESIGNATED GRANTS	(7,518.79)	74,537.93	77,221.95	(10,202.81)
153 - POLICE DEPT DONATION FUND	104,225.71	17,215.82	8,531.29	112,910.24
155 - (D)POLICE PENSION - SPEC REV	-	-	-	-
156 - FIRE DEPT DONATION FUND	3,198.21	19,240.14	13,630.72	8,807.63
157 - FIRE DEPT GRANTS	4,548.87	34.41	-	4,583.28
160 - ECONOMIC DEVELOPMENT GIFT	49,354.02	373.12	-	49,727.14
161 - SURETY DEPOSITS/SUBDIVIDER	10,296.52	77.83	-	10,374.35
170 - LIBRARY DONATION FUND	91,026.00	21,966.01	14,934.21	98,057.80
177 - SEIZED ASSETS (POLICE)	32,209.73	11,113.96	2,158.51	41,165.18
179 - OTHER COMM AND ECON DEVELOPMENT	-	156,512.24	14,829.56	141,682.68
180 - HOUSING GRANTS	35,462.31	684.88	9,714.40	26,432.79
181 - (D)HUD LEAD GRANT	12.37	-	12.37	-
182 - #4 HUD LEAD GRANT	9,267.11	-	-	9,267.11
183 - FY 08 EDI (ECON DEV INCENTIVE)	(12,029.25)	-	-	(12,029.25)
184 - VOUCHERS - 002, 003	189,187.01	849,435.59	958,547.47	80,075.13
185 - CDBG HOUSING GRANTS	-	-	-	-
186 - CBDG GRANTS-NSP	(19,675.33)	80,239.54	60,564.21	-
187 - HUD LEAD MATCH	40,262.42	-	-	40,262.42
188 - #5 HUD LEAD GRANT	(78,378.15)	804,765.61	726,387.46	-
190 - 911 SURCHARGE	530,417.81	241,407.14	181,713.49	590,111.46
198 - Z_GROUP HEALTH INSURANCE RET	-	-	-	-
199 - Z_CERTIFICATES	-	-	-	-
200 - GO BONDS DEBT FUND	207,473.39	1,736,607.08	290,781.25	1,653,299.22

300 - CIP COLLECTION FUND	369,047.84	322,243.92	463,335.14	227,956.62
310 - FEDERAL STREET GRANTS	(877,399.09)	340,619.13	1,316.60	(538,096.56)
311 - RISE STREET GRANTS	(98,178.29)	-	-	(98,178.29)
312 - AIRPORT PROJECT FUND	(78,886.16)	44,781.00	490,200.01	(524,305.17)
320 - SPECIAL ASSESSMENT PROJECTS	(47,080.95)	7,779.00	-	(39,301.95)
340 - BIKE PATH PROJECT FUND	92,501.58	161,898.71	957,095.47	(702,695.18)
341 - TREES FOREVER PROJECT	1,196.00	2,128.48	1,098.95	2,225.53
350 - GO BONDS CAPITAL PROJECTS	8,388.19	63.42	-	8,451.61
351 - 2012 BOND CAPITAL PROJ FUND	-	-	-	-
352 - 2013 BOND PROCEEDS CAP PRJ	-	-	-	-
353 - 2014 GO BONDS	(13.73)	13.73	-	-
354 - POLICE & FIRE STATIONS	3,492,999.93	12,849,535.23	2,026,427.90	14,316,107.26
355 - 2015 GO BONDS (D&D)	169,029.14	1,078.81	57,985.04	112,122.91
356 - 2016 BONDS - STREET PROJECTS	1,847,200.44	1,624,614.23	3,472,681.21	(866.54)
357 - 2018 CY STREET PROJECTS	-	-	-	-
380 - (D) S CENTER STREET PROJECTS	-	-	-	-
381 - CAPITAL STREET PROJECTS	-	-	-	-
382 - PUBLIC WORKS FACILITY	1,265.98	4.46	1,270.44	-
383 - CARNEGIE/CITY HALL REVITALIZTN	-	-	-	-
391 - TIF DISTRICT II CAP PROJECTS	14,561.90	-	-	14,561.90
392 - TIF DISTRICT III CAP PROJECTS	7,851.75	34.27	17,809.12	(9,923.10)
393 - TIF DISTRICT IV CAP PROJECTS	(2,477.30)	88,907.90	85,564.06	866.54
610 - WATER POLLUTION CONTROL	2,002.91	3,185,087.41	3,184,407.18	2,683.14
611 - WPCP REVENUE	8,948,596.83	5,095,013.52	3,177,657.07	10,865,953.28
612 - WPCP REVENUE BOND FUND	311,843.76	2,058.74	433,568.21	(119,665.71)
613 - SEWER I/I PROJECT	-	-	-	-
614 - WPCP CAPITAL IMPROVEMENT RSRV	1,006,916.01	7,612.42	-	1,014,528.43
615 - WPCP PLANT & IMPROVEMENTS	-	-	390.00	(390.00)
616 - SANITARY SEWER REHAB PROJECT	0.10	290,150.80	348,407.08	(58,256.18)
617 - SANITARY SEWER NEW CONSTRUCTN	68,659.26	14,000.00	-	82,659.26
690 - TRANSIT OPERATING	117,704.41	435,678.28	418,511.02	134,871.67
691 - PARA TRANSIT	-	-	-	-
740 - STORM SEWER UTILITY	1,177,576.25	953,534.60	367,290.47	1,763,820.38
741 - 2016 GO STORM WATER PROJ	1,800,530.26	16,174.99	174,175.99	1,642,529.26
750 - COMPOSTING FACILITY	179,366.73	40,667.02	37,337.45	182,696.30
760 - P&R CONCESSIONS ENTERPRISE	10,326.18	21,324.10	47,990.26	(16,339.98)
881 - OCCUPATIONAL INSURANCE ESCROW	(849.93)	85,740.68	35,850.53	49,040.22
884 - GROUP HEALTH INSURANCE ESCROW	2,655,233.60	1,756,595.26	1,737,493.61	2,674,335.25
885 - FLEXIBLE BENEFITS FUND	-	-	-	-
886 - WORKMAN'S COMP DEDUCTIBLE FUND	37,319.60	281.73	87.52	37,513.81
899 - INVENTORY FUND	-	-	-	-
910 - POLICE PENSION - T & A	-	5,497.17	7,067.79	(1,570.62)
913 - 911 Commision	-	51,935.03	83,344.41	(31,409.38)
950 - SUBDIVIDER IMPROVEMENT ESCROW	-	-	-	-
951 - SALES TAX REIMBURSEMENT	1,523.34	1,471.03	5,430.31	(2,435.94)
952 - SURETY BONDS/DEPOSITS	1,501.21	304.44	-	1,805.65
953 - IA STATE SLEUTH USR GRP	14,971.67	-	-	14,971.67
954 - FRIENDS OF THE LIBRARY	-	-	-	-
955 - WATER WORKS ASSESSMENTS	-	-	-	-
991 - GOVERNMENTAL ASSETS	-	-	-	-
TOTAL	40,245,194.83	47,862,565.91	37,456,490.75	50,651,269.99

MARSHALLTOWN

IOWA

CASH & INVESTMENTS
Month Ending 02/28/2018

Account	Name	Ending Balance	Interest Rate
BalObject: 0110 - US Bank Acct			
999.0110.000	CASH US BANK	36,562.58	0.00
	Total BalObject: 0110 - US Bank Acct:	36,562.58	
BalObject: 0111 - UB&T Operating			
999.0111.000	UB&T Operating	9,017,063.50	1.78
	Total BalObject: 0111 - UB&T Operating:	9,017,063.50	
BalObject: 0112 - UB&T AP			
999.0112.000	UB&T AP	11,579.99	1.78
	Total BalObject: 0112 - UB&T AP:	11,579.99	
BalObject: 0113 - UB&T Payroll			
999.0113.000	UB&T Payroll	41,797.40	1.78
	Total BalObject: 0113 - UB&T Payroll:	41,797.40	
BalObject: 0114 - UB&T Dev Inspections			
999.0114.000	UB&T Dev Inspections	30,506.17	1.78
	Total BalObject: 0114 - UB&T Dev Inspections:	30,506.17	
BalObject: 0115 - UB&T HUD Admin			
999.0115.000	UB&T HUD Admin	129,559.39	1.78
	Total BalObject: 0115 - UB&T HUD Admin:	129,559.39	
BalObject: 0116 - UB&T HUD HAP			
999.0116.000	UB&T HUD HAP	18,281.59	1.78
	Total BalObject: 0116 - UB&T HUD HAP:	18,281.59	
BalObject: 0117 - UB&T Police			
999.0117.000	UB&T Police	25,332.98	1.78
	Total BalObject: 0117 - UB&T Police:	25,332.98	
BalObject: 0120 - PETTY CASH			
610.0120.000	PETTY CASH	200.00	0.00
750.0120.000	PETTY CASH	200.00	0.00
	Total BalObject: 0120 - PETTY CASH:	400.00	
BalObject: 0122 - PETTY CASH-CITY CLERK			
001.0122.000	PETTY CASH-CITY CLERK	750.00	0.00
	Total BalObject: 0122 - PETTY CASH-CITY CLERK:	750.00	
BalObject: 0123 - PETTY CASH-LIBRARY			
001.0123.000	PETTY CASH-LIBRARY	100.00	0.00
	Total BalObject: 0123 - PETTY CASH-LIBRARY:	100.00	
BalObject: 0125 - PETTY CASH-PARK			
001.0125.000	PETTY CASH-PARK	200.00	0.00
	Total BalObject: 0125 - PETTY CASH-PARK:	200.00	
BalObject: 0130 - CASH HELD BY INSUR ADMI			
885.0130.000	CASH HELD BY INSUR ADMI	1.00	0.00
	Total BalObject: 0130 - CASH HELD BY INSUR ADMI:	1.00	

BalObject: 0213 - CENTRAL STATE BNK MONEY MARKET

999.0213.000	CENTRAL STATE BNK MONEY MARKET	2,564,572.94	1.26
Total BalObject: 0213 - CENTRAL STATE BNK MONEY MARKET:		2,564,572.94	

BalObject: 0216 - GREAT WESTERN BANK MM

354.0216.000	GREAT WESTERN BANK MM	545,585.58	1.51
741.0216.000	GREAT WESTERN BANK MM	1,646,360.01	1.51
999.0216.000	GREAT WESTERN BANK MM	2,988,480.02	1.51
Total BalObject: 0216 - GREAT WESTERN BANK MM:		5,180,425.61	

BalObject: 0242 - GREAT WESTRN CD (91-365 DYS)

121.0242.000	GREAT WESTRN CD (91-364 DAYS)	1,000,000.00	1.55-1.63
354.0242.000	GREAT WESTERN CD(91-364)	1,750,000.00	1.46-1.63
999.0242.000	GREAT WESTRN CD (91-364 DAYS)	505,155.07	1.12
Total BalObject: 0242 - GREAT WESTRN CD (91-365 DYS):		3,255,155.07	

BalObject: 0243 - GNB CD (91-364 DYS)

354.0243.000	GNB CD (91-364 DAYS)	8,000,000.00	1.49-1.58
611.0243.000	GNB CD (91-364 DAYS)	500,000.00	1.32
Total BalObject: 0243 - GNB CD (91-364 DYS):		8,500,000.00	

BalObject: 0247 - FRMRS SVGS BK CD (91-365)

354.0247.000	FRMRS SVGS BK CD (91-364 DAYS)	750,000.00	1.82
611.0247.000	FRMRS SVGS BK CD (91-364 DAYS)	501,925.76	1.57
999.0247.000	FRMRS SVGS BK CD (91-364 DAYS)	500,000.00	1.70
Total BalObject: 0247 - FRMRS SVGS BK CD (91-365):		1,751,925.76	

BalObject: 0252 - GNB 365 INV

354.0252.000	GNB CD (365 DAYS)	2,000,000.00	1.61-1.65
884.0252.000	GNB CD (365 DAYS)	503,283.97	1.31
999.0252.000	GNB CD (365 DAYS)	1,503,283.97	1.31-1.46
Total BalObject: 0252 - GNB 365 INV:		4,006,567.94	

BalObject: 0262 - GREAT WESTERN BANK (> 1 YR CD)

010.0262.000	GREAT WESTRN CD (365 DAYS)	1,000,000.00	1.48-2.02
121.0262.000	GREAT WESTERN CD (365 Days)	1,000,000.00	1.68-1.81
611.0262.000	GREAT WESTRN CD (365 DAYS)	500,000.00	1.44
999.0262.000	GREAT WESTRN CD (365 DAYS)	4,500,000.00	1.15-2.08
Total BalObject: 0262 - GREAT WESTERN BANK (> 1 YR CD):		7,000,000.00	

BalObject: 0265 - IPAIT CD (365)

999.0265.000	IPAIT CD (365 DAYS)	500,000.00	1.50
Total BalObject: 0265 - IPAIT CD (365):		500,000.00	

BalObject: 0266 - CENTRAL STATE BANK CD (> 1 YR)

884.0266.000	CENTRAL STATE BANK (365 DAYS)	1,011,125.35	1.96
999.0266.000	CENTRAL STATE BANK (365 DAYS)	4,529,445.79	1.40-1.96
Total BalObject: 0266 - CENTRAL STATE BANK CD (> 1 YR):		5,540,571.14	

BalObject: 0267 - FARMERS CD (> 1 YR)

611.0267.000	FRMRS SVGS BK CD (365)	500,000.00	1.72
884.0267.000	FRMRS SVGS BK CD (365 DAYS)	500,000.00	1.85
999.0267.000	FRMRS SVGS BK CD (365 DAYS)	2,009,658.17	1.17-1.85
Total BalObject: 0267 - FARMERS CD (> 1 YR):		3,009,658.17	

BalObject:9999 - POOLED CASH

999.0999.000	POOLED CASH BALANCE	30,258.76	0.00
		30,258.76	

Grand Totals:	50,651,269.99
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Monthly Budget Report - Marshalltown

Group Summary

For Fiscal: Current Period Ending: 02/28/2018

Account Typ...	February Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Fund: 001 - GENERAL FUND					
Revenue	175,285.30	10,213,861.36	8,736,733.00	-1,477,128.36	15,320,796.00
Expense	1,045,812.50	10,382,738.24	9,827,337.41	555,400.83	15,574,133.00
Total Fund: 001 - GENERAL FUND:	-870,527.20	-168,876.88	-1,090,604.41	-921,727.53	-253,337.00
Fund: 010 - CASH FLOW RESERVE FUND					
Revenue	1,966.84	3,333.28	12,950.02	9,616.74	5,000.00
Total Fund: 010 - CASH FLOW RESERVE FUND:	1,966.84	3,333.28	12,950.02	9,616.74	5,000.00
Fund: 030 - CAPITAL RESERVE					
Revenue	177.11	409,992.64	464,243.79	54,251.15	614,989.00
Expense	7,081.79	411,492.32	539,228.57	-127,736.25	617,239.00
Total Fund: 030 - CAPITAL RESERVE:	-6,904.68	-1,499.68	-74,984.78	-73,485.10	-2,250.00
Fund: 031 - CAPITAL RSRV-BLDG MAINT					
Revenue	524.88	500.00	16,386.29	15,886.29	750.00
Expense	0.00	17,833.28	12,300.00	5,533.28	26,750.00
Total Fund: 031 - CAPITAL RSRV-BLDG MAINT:	524.88	-17,333.28	4,086.29	21,419.57	-26,000.00
Fund: 050 - COLISEUM ACTIVITY FUND					
Revenue	2,083.99	14,617.20	23,991.84	9,374.64	21,926.00
Expense	5,139.64	25,779.20	33,932.45	-8,153.25	38,670.00
Total Fund: 050 - COLISEUM ACTIVITY FUND:	-3,055.65	-11,162.00	-9,940.61	1,221.39	-16,744.00
Fund: 110 - ROAD USE TAX					
Revenue	387,353.54	2,200,000.00	2,534,392.94	334,392.94	3,300,000.00
Expense	29,053.54	2,322,793.12	2,155,422.96	167,370.16	3,485,203.00
Total Fund: 110 - ROAD USE TAX:	358,300.00	-122,793.12	378,969.98	501,763.10	-185,203.00
Fund: 112 - EMPLOYEE BENEFITS FUND					
Revenue	3,559.26	1,736,044.00	1,371,190.32	-364,853.68	2,604,066.00
Expense	13,991.38	1,752,359.92	1,201,330.57	551,029.35	2,628,540.00
Total Fund: 112 - EMPLOYEE BENEFITS FUND:	-10,432.12	-16,315.92	169,859.75	186,175.67	-24,474.00
Fund: 117 - POLICE/FIRE RETIREMENT					
Revenue	12,465.06	774,099.92	651,343.29	-122,756.63	1,161,150.00
Expense	34.60	765,574.64	572,496.15	193,078.49	1,148,362.00
Total Fund: 117 - POLICE/FIRE RETIREMENT:	12,430.46	8,525.28	78,847.14	70,321.86	12,788.00
Fund: 119 - EMERGENCY FUND					
Revenue	2,309.05	152,519.28	127,997.87	-24,521.41	228,779.00

Monthly Budget Report - Marshalltown

For Fiscal: Current Period Ending: 02/28/2018

Account Typ...	February Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Expense	0.00	152,519.28	123,165.83	29,353.45	228,779.00
Total Fund: 119 - EMERGENCY FUND:	2,309.05	0.00	4,832.04	4,832.04	0.00
Fund: 121 - LOCAL OPTION SALES TAX					
Revenue	3,472.95	2,735,126.56	2,055,287.97	-679,838.59	4,102,690.00
Expense	14,830.95	2,679,999.92	2,422,674.26	257,325.66	4,020,000.00
Total Fund: 121 - LOCAL OPTION SALES TAX:	-11,358.00	55,126.64	-367,386.29	-422,512.93	82,690.00
Fund: 125 - TAX INCREMENT FINANCING					
Revenue	2,943.79	124,345.92	116,904.65	-7,441.27	186,519.00
Expense	0.00	410,095.20	232,273.03	177,822.17	615,143.00
Total Fund: 125 - TAX INCREMENT FINANCING:	2,943.79	-285,749.28	-115,368.38	170,380.90	-428,624.00
Fund: 130 - CITY TORT LIABILITY					
Revenue	9,408.04	133.28	79,419.19	79,285.91	200.00
Expense	0.00	9,999.92	89,562.96	-79,563.04	15,000.00
Total Fund: 130 - CITY TORT LIABILITY:	9,408.04	-9,866.64	-10,143.77	-277.13	-14,800.00
Fund: 132 - GRANTS-STATE/LOCAL AGENCIES					
Revenue	58.59	0.00	45,261.11	45,261.11	0.00
Total Fund: 132 - GRANTS-STATE/LOCAL AGENCIES:	58.59	0.00	45,261.11	45,261.11	0.00
Fund: 140 - PARK & REC DONATION FUND					
Revenue	2,096.18	8,666.64	155,734.48	147,067.84	13,000.00
Expense	2,369.95	12,764.40	187,448.74	-174,684.34	19,147.00
Total Fund: 140 - PARK & REC DONATION FUND:	-273.77	-4,097.76	-31,714.26	-27,616.50	-6,147.00
Fund: 141 - MTOWN TENNIS ASSOC					
Revenue	2.01	0.00	12.59	12.59	0.00
Total Fund: 141 - MTOWN TENNIS ASSOC:	2.01	0.00	12.59	12.59	0.00
Fund: 142 - SOFTBALL ASSOCIATION FUND					
Revenue	0.38	0.00	3,262.58	3,262.58	0.00
Expense	0.00	0.00	14,280.08	-14,280.08	0.00
Total Fund: 142 - SOFTBALL ASSOCIATION FUND:	0.38	0.00	-11,017.50	-11,017.50	0.00
Fund: 144 - LIVE HEALTHY IOWA					
Revenue	5.95	4,266.64	37.24	-4,229.40	6,400.00
Expense	0.00	3,904.96	381.48	3,523.48	5,858.00
Total Fund: 144 - LIVE HEALTHY IOWA :	5.95	361.68	-344.24	-705.92	542.00
Fund: 150 - COPS FAST GRANTS					
Revenue	7,474.52	32,666.64	32,886.78	220.14	49,000.00
Expense	7,462.31	29,467.20	38,737.62	-9,270.42	44,201.00
Total Fund: 150 - COPS FAST GRANTS:	12.21	3,199.44	-5,850.84	-9,050.28	4,799.00
Fund: 151 - DEPT OF JUSTICE GRANTS					
Revenue	699.92	15,333.28	13,489.15	-1,844.13	23,000.00
Expense	344.50	15,333.28	13,098.91	2,234.37	23,000.00

Monthly Budget Report - Marshalltown

For Fiscal: Current Period Ending: 02/28/2018

Account Typ...	February Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Total Fund: 151 - DEPT OF JUSTICE GRANTS:	355.42	0.00	390.24	390.24	0.00
Fund: 152 - POLICE UNDESIGNATED GRANTS					
Revenue	33,543.93	57,841.28	74,537.93	16,696.65	86,762.00
Expense	6,378.03	51,659.92	77,221.95	-25,562.03	77,490.00
Total Fund: 152 - POLICE UNDESIGNATED GRANTS:	27,165.90	6,181.36	-2,684.02	-8,865.38	9,272.00
Fund: 153 - POLICE DEPT DONATION FUND					
Revenue	7,945.42	1,599.92	17,215.82	15,615.90	2,400.00
Expense	549.50	5,466.48	8,531.29	-3,064.81	8,200.00
Total Fund: 153 - POLICE DEPT DONATION FUND:	7,395.92	-3,866.56	8,684.53	12,551.09	-5,800.00
Fund: 156 - FIRE DEPT DONATION FUND					
Revenue	10.56	0.00	19,240.14	19,240.14	0.00
Expense	289.69	0.00	13,630.72	-13,630.72	0.00
Total Fund: 156 - FIRE DEPT DONATION FUND:	-279.13	0.00	5,609.42	5,609.42	0.00
Fund: 157 - FIRE DEPT GRANTS					
Revenue	5.50	0.00	34.41	34.41	0.00
Total Fund: 157 - FIRE DEPT GRANTS:	5.50	0.00	34.41	34.41	0.00
Fund: 160 - ECONOMIC DEVELOPMENT GIFT					
Revenue	59.64	0.00	373.12	373.12	0.00
Total Fund: 160 - ECONOMIC DEVELOPMENT GIFT:	59.64	0.00	373.12	373.12	0.00
Fund: 161 - SURETY DEPOSITS/SUBDIVIDER					
Revenue	12.44	0.00	77.83	77.83	0.00
Total Fund: 161 - SURETY DEPOSITS/SUBDIVIDER:	12.44	0.00	77.83	77.83	0.00
Fund: 170 - LIBRARY DONATION FUND					
Revenue	366.76	13,333.28	21,966.01	8,632.73	20,000.00
Expense	1,898.70	9,133.20	14,934.21	-5,801.01	13,700.00
Total Fund: 170 - LIBRARY DONATION FUND:	-1,531.94	4,200.08	7,031.80	2,831.72	6,300.00
Fund: 177 - SEIZED ASSETS (POLICE)					
Revenue	383.27	2,266.64	11,113.96	8,847.32	3,400.00
Expense	-3,164.80	1,999.92	2,158.51	-158.59	3,000.00
Total Fund: 177 - SEIZED ASSETS (POLICE):	3,548.07	266.72	8,955.45	8,688.73	400.00
Fund: 179 - OTHER COMM AND ECON DEVELOPMENT					
Revenue	27,291.65	0.00	156,512.24	156,512.24	0.00
Expense	7,451.61	0.00	14,829.56	-14,829.56	0.00
Total Fund: 179 - OTHER COMM AND ECON DEVELOPMENT:	19,840.04	0.00	141,682.68	141,682.68	0.00
Fund: 180 - HOUSING GRANTS					
Revenue	471.70	3,333.28	684.88	-2,648.40	5,000.00
Expense	757.12	1,379.76	9,714.40	-8,334.64	2,070.00
Total Fund: 180 - HOUSING GRANTS:	-285.42	1,953.52	-9,029.52	-10,983.04	2,930.00

Monthly Budget Report - Marshalltown

For Fiscal: Current Period Ending: 02/28/2018

Account Typ...	February Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Fund: 181 - (D)HUD LEAD GRANT					
Expense	0.00	0.00	12.37	-12.37	0.00
Total Fund: 181 - (D)HUD LEAD GRANT:	0.00	0.00	12.37	-12.37	0.00
Fund: 182 - #4 HUD LEAD GRANT					
Revenue	0.00	75,224.64	0.00	-75,224.64	112,837.00
Total Fund: 182 - #4 HUD LEAD GRANT:	0.00	75,224.64	0.00	-75,224.64	112,837.00
Fund: 184 - VOUCHERS - 002, 003					
Revenue	115,102.95	929,753.12	849,435.59	-80,317.53	1,394,630.00
Expense	126,094.15	926,099.20	958,547.47	-32,448.27	1,389,150.00
Total Fund: 184 - VOUCHERS - 002, 003:	-10,991.20	3,653.92	-109,111.88	-112,765.80	5,480.00
Fund: 186 - CBDG GRANTS-NSP					
Revenue	0.00	0.00	80,239.54	80,239.54	0.00
Expense	0.00	5,353.84	60,564.21	-55,210.37	8,031.00
Total Fund: 186 - CBDG GRANTS-NSP:	0.00	-5,353.84	19,675.33	25,029.17	-8,031.00
Fund: 187 - HUD LEAD MATCH					
Expense	0.00	17,858.48	0.00	17,858.48	26,788.00
Total Fund: 187 - HUD LEAD MATCH:	0.00	17,858.48	0.00	17,858.48	26,788.00
Fund: 188 - #5 HUD LEAD GRANT					
Revenue	41,570.67	1,013,466.56	804,765.61	-208,700.95	1,520,200.00
Expense	27,191.65	821,394.24	726,387.46	95,006.78	1,232,093.00
Total Fund: 188 - #5 HUD LEAD GRANT:	14,379.02	192,072.32	78,378.15	-113,694.17	288,107.00
Fund: 190 - 911 SURCHARGE					
Revenue	80,687.90	199,999.92	241,407.14	41,407.22	300,000.00
Expense	70,091.68	199,999.12	181,713.49	18,285.63	300,000.00
Total Fund: 190 - 911 SURCHARGE:	10,596.22	0.80	59,693.65	59,692.85	0.00
Fund: 200 - GO BONDS DEBT FUND					
Revenue	33,245.72	2,876,285.76	1,736,607.08	-1,139,678.68	4,314,429.00
Expense	0.00	2,767,048.00	290,781.25	2,476,266.75	4,150,572.00
Total Fund: 200 - GO BONDS DEBT FUND:	33,245.72	109,237.76	1,445,825.83	1,336,588.07	163,857.00
Fund: 300 - CIP COLLECTION FUND					
Revenue	6,045.89	382,463.20	322,243.92	-60,219.28	573,695.00
Expense	0.00	409,826.00	463,335.14	-53,509.14	614,739.00
Total Fund: 300 - CIP COLLECTION FUND:	6,045.89	-27,362.80	-141,091.22	-113,728.42	-41,044.00
Fund: 310 - FEDERAL STREET GRANTS					
Revenue	0.00	57,200.00	340,619.13	283,419.13	85,800.00
Expense	0.00	0.00	1,316.60	-1,316.60	0.00
Total Fund: 310 - FEDERAL STREET GRANTS:	0.00	57,200.00	339,302.53	282,102.53	85,800.00
Fund: 312 - AIRPORT PROJECT FUND					
Revenue	0.00	208,800.00	44,781.00	-164,019.00	313,200.00

Monthly Budget Report - Marshalltown

For Fiscal: Current Period Ending: 02/28/2018

Account Typ...	February Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Expense	0.00	232,466.56	490,200.01	-257,733.45	348,700.00
Total Fund: 312 - AIRPORT PROJECT FUND:	0.00	-23,666.56	-445,419.01	-421,752.45	-35,500.00
Fund: 320 - SPECIAL ASSESSMENT PROJECTS					
Revenue	0.00	16,666.64	7,779.00	-8,887.64	25,000.00
Total Fund: 320 - SPECIAL ASSESSMENT PROJECTS:	0.00	16,666.64	7,779.00	-8,887.64	25,000.00
Fund: 340 - BIKE PATH PROJECT FUND					
Revenue	0.00	252,222.00	161,898.71	-90,323.29	378,333.00
Expense	1,545.00	338,524.56	957,095.47	-618,570.91	507,787.00
Total Fund: 340 - BIKE PATH PROJECT FUND:	-1,545.00	-86,302.56	-795,196.76	-708,894.20	-129,454.00
Fund: 341 - TREES FOREVER PROJECT					
Revenue	2.67	2,000.00	2,128.48	128.48	3,000.00
Expense	0.00	2,000.00	1,098.95	901.05	3,000.00
Total Fund: 341 - TREES FOREVER PROJECT:	2.67	0.00	1,029.53	1,029.53	0.00
Fund: 350 - GO BONDS CAPITAL PROJECTS					
Revenue	10.14	4,804.00	63.42	-4,740.58	7,206.00
Total Fund: 350 - GO BONDS CAPITAL PROJECTS:	10.14	4,804.00	63.42	-4,740.58	7,206.00
Fund: 353 - 2014 GO BONDS					
Revenue	0.00	0.00	13.73	13.73	0.00
Total Fund: 353 - 2014 GO BONDS:	0.00	0.00	13.73	13.73	0.00
Fund: 354 - POLICE & FIRE STATIONS					
Revenue	5,783.90	8,467,333.28	12,849,535.23	4,382,201.95	12,701,000.00
Expense	271,996.88	6,313,533.20	2,026,427.90	4,287,105.30	9,470,300.00
Total Fund: 354 - POLICE & FIRE STATIONS:	-266,212.98	2,153,800.08	10,823,107.33	8,669,307.25	3,230,700.00
Fund: 355 - 2015 GO BONDS (D&D)					
Revenue	134.48	0.00	1,078.81	1,078.81	0.00
Expense	0.00	0.00	57,985.04	-57,985.04	0.00
Total Fund: 355 - 2015 GO BONDS (D&D):	134.48	0.00	-56,906.23	-56,906.23	0.00
Fund: 356 - 2016 BONDS - STREET PROJECTS					
Revenue	0.00	6,666.64	1,624,614.23	1,617,947.59	10,000.00
Expense	0.00	1,259,285.84	3,472,681.21	-2,213,395.37	1,888,929.00
Total Fund: 356 - 2016 BONDS - STREET PROJECTS:	0.00	-1,252,619.20	-1,848,066.98	-595,447.78	-1,878,929.00
Fund: 382 - PUBLIC WORKS FACILITY					
Revenue	0.00	0.00	4.46	4.46	0.00
Expense	0.00	0.00	1,270.44	-1,270.44	0.00
Total Fund: 382 - PUBLIC WORKS FACILITY:	0.00	0.00	-1,265.98	-1,265.98	0.00
Fund: 392 - TIF DISTRICT III CAP PROJECTS					
Revenue	0.00	16.64	34.27	17.63	25.00

Monthly Budget Report - Marshalltown

For Fiscal: Current Period Ending: 02/28/2018

Account Typ...	February Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Expense	3,369.00	0.00	17,809.12	-17,809.12	0.00
Total Fund: 392 - TIF DISTRICT III CAP PROJECTS:	-3,369.00	16.64	-17,774.85	-17,791.49	25.00
Fund: 393 - TIF DISTRICT IV CAP PROJECTS					
Revenue	0.00	33,333.28	88,907.90	55,574.62	50,000.00
Expense	0.00	33,333.28	85,564.06	-52,230.78	50,000.00
Total Fund: 393 - TIF DISTRICT IV CAP PROJECTS:	0.00	0.00	3,343.84	3,343.84	0.00
Fund: 610 - WATER POLLUTION CONTROL					
Revenue	214,288.69	0.00	3,185,087.41	3,185,087.41	0.00
Expense	226,975.02	4,818,422.16	3,184,407.18	1,634,014.98	7,227,637.00
Total Fund: 610 - WATER POLLUTION CONTROL:	-12,686.33	-4,818,422.16	680.23	4,819,102.39	-7,227,637.00
Fund: 611 - WPCP REVENUE					
Revenue	877,024.47	4,877,930.32	5,095,013.52	217,083.20	7,316,896.00
Expense	214,288.69	0.00	3,177,657.07	-3,177,657.07	0.00
Total Fund: 611 - WPCP REVENUE:	662,735.78	4,877,930.32	1,917,356.45	-2,960,573.87	7,316,896.00
Fund: 612 - WPCP REVENUE BOND FUND					
Revenue	0.00	0.00	2,058.74	2,058.74	0.00
Expense	4,625.00	0.00	433,568.21	-433,568.21	0.00
Total Fund: 612 - WPCP REVENUE BOND FUND:	-4,625.00	0.00	-431,509.47	-431,509.47	0.00
Fund: 614 - WPCP CAPITAL IMPROVEMENT RSRV					
Revenue	1,216.80	1,800.00	7,612.42	5,812.42	2,700.00
Total Fund: 614 - WPCP CAPITAL IMPROVEMENT RSRV:	1,216.80	1,800.00	7,612.42	5,812.42	2,700.00
Fund: 615 - WPCP PLANT & IMPROVEMENTS					
Expense	0.00	0.00	390.00	-390.00	0.00
Total Fund: 615 - WPCP PLANT & IMPROVEMENTS:	0.00	0.00	390.00	-390.00	0.00
Fund: 616 - SANITARY SEWER REHAB PROJECT					
Revenue	0.00	1,833,333.28	290,150.80	-1,543,182.48	2,750,000.00
Expense	58,256.18	1,199,999.92	348,407.08	851,592.84	1,800,000.00
Total Fund: 616 - SANITARY SEWER REHAB PROJECT:	-58,256.18	633,333.36	-58,256.28	-691,589.64	950,000.00
Fund: 617 - SANITARY SEWER NEW CONSTRUCTN					
Revenue	0.00	0.00	14,000.00	14,000.00	0.00
Total Fund: 617 - SANITARY SEWER NEW CONSTRUCTN:	0.00	0.00	14,000.00	14,000.00	0.00
Fund: 690 - TRANSIT OPERATING					
Revenue	161,477.30	673,231.04	435,678.28	-237,552.76	1,009,847.00
Expense	60,474.73	784,660.24	418,511.02	366,149.22	1,176,992.00
Total Fund: 690 - TRANSIT OPERATING:	101,002.57	-111,429.20	17,167.26	128,596.46	-167,145.00
Fund: 740 - STORM SEWER UTILITY					
Revenue	123,366.33	985,333.28	953,534.60	-31,798.68	1,478,000.00
Expense	42,881.35	617,115.12	367,290.47	249,824.65	925,675.00

Monthly Budget Report - Marshalltown

For Fiscal: Current Period Ending: 02/28/2018

Account Typ...	February Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Total Fund: 740 - STORM SEWER UTILITY:	80,484.98	368,218.16	586,244.13	218,025.97	552,325.00
Fund: 741 - 2016 GO STORM WATER PROJ					
Revenue	1,886.42	0.00	16,174.99	16,174.99	0.00
Expense	3,830.75	466,666.64	174,175.99	292,490.65	700,000.00
Total Fund: 741 - 2016 GO STORM WATER PROJ:	-1,944.33	-466,666.64	-158,001.00	308,665.64	-700,000.00
Fund: 750 - COMPOSTING FACILITY					
Revenue	386.88	45,672.48	40,667.02	-5,005.46	68,509.00
Expense	1,739.26	138,176.80	37,337.45	100,839.35	207,266.00
Total Fund: 750 - COMPOSTING FACILITY:	-1,352.38	-92,504.32	3,329.57	95,833.89	-138,757.00
Fund: 760 - P&R CONCESSIONS ENTERPRISE					
Revenue	0.00	25,533.28	21,324.10	-4,209.18	38,300.00
Expense	435.57	27,237.44	47,990.26	-20,752.82	40,857.00
Total Fund: 760 - P&R CONCESSIONS ENTERPRISE:	-435.57	-1,704.16	-26,666.16	-24,962.00	-2,557.00
Fund: 881 - OCCUPATIONAL INSURANCE ESCROW					
Revenue	10,088.88	0.00	85,740.68	85,740.68	0.00
Expense	2,290.50	0.00	35,850.53	-35,850.53	0.00
Total Fund: 881 - OCCUPATIONAL INSURANCE ESCROW:	7,798.38	0.00	49,890.15	49,890.15	0.00
Fund: 884 - GROUP HEALTH INSURANCE ESCROW					
Revenue	202,719.76	0.00	1,756,595.26	1,756,595.26	0.00
Expense	198,329.02	0.00	1,737,493.61	-1,737,493.61	0.00
Total Fund: 884 - GROUP HEALTH INSURANCE ESCROW:	4,390.74	0.00	19,101.65	19,101.65	0.00
Fund: 886 - WORKMAN'S COMP DEDUCTIBLE FUND					
Revenue	44.99	0.00	281.73	281.73	0.00
Expense	0.00	0.00	87.52	-87.52	0.00
Total Fund: 886 - WORKMAN'S COMP DEDUCTIBLE FUND:	44.99	0.00	194.21	194.21	0.00
Fund: 910 - POLICE PENSION - T & A					
Revenue	0.00	0.00	5,497.17	5,497.17	0.00
Expense	785.31	0.00	7,067.79	-7,067.79	0.00
Total Fund: 910 - POLICE PENSION - T & A:	-785.31	0.00	-1,570.62	-1,570.62	0.00
Fund: 913 - 911 Commision					
Revenue	51,935.03	0.00	51,935.03	51,935.03	0.00
Expense	83,344.41	0.00	83,344.41	-83,344.41	0.00
Total Fund: 913 - 911 Commision:	-31,409.38	0.00	-31,409.38	-31,409.38	0.00
Report Total:	70,172.94	1,031,655.60	10,409,730.00	9,378,074.40	1,546,433.00

Fund Summary

Fund	February Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
001 - GENERAL FUND	-870,527.20	-168,876.88	-1,090,604.41	-921,727.53	-253,337.00
010 - CASH FLOW RESERVE FUND	1,966.84	3,333.28	12,950.02	9,616.74	5,000.00
030 - CAPITAL RESERVE	-6,904.68	-1,499.68	-74,984.78	-73,485.10	-2,250.00
031 - CAPITAL RSRV-BLDG MAINT	524.88	-17,333.28	4,086.29	21,419.57	-26,000.00
050 - COLISEUM ACTIVITY FUND	-3,055.65	-11,162.00	-9,940.61	1,221.39	-16,744.00
110 - ROAD USE TAX	358,300.00	-122,793.12	378,969.98	501,763.10	-185,203.00
112 - EMPLOYEE BENEFITS FUND	-10,432.12	-16,315.92	169,859.75	186,175.67	-24,474.00
117 - POLICE/FIRE RETIREMENT	12,430.46	8,525.28	78,847.14	70,321.86	12,788.00
119 - EMERGENCY FUND	2,309.05	0.00	4,832.04	4,832.04	0.00
121 - LOCAL OPTION SALES TAX	-11,358.00	55,126.64	-367,386.29	-422,512.93	82,690.00
125 - TAX INCREMENT FINANCING	2,943.79	-285,749.28	-115,368.38	170,380.90	-428,624.00
130 - CITY TORT LIABILITY	9,408.04	-9,866.64	-10,143.77	-277.13	-14,800.00
132 - GRANTS-STATE/LOCAL AGEN	58.59	0.00	45,261.11	45,261.11	0.00
140 - PARK & REC DONATION FUNI	-273.77	-4,097.76	-31,714.26	-27,616.50	-6,147.00
141 - MTOWN TENNIS ASSOC	2.01	0.00	12.59	12.59	0.00
142 - SOFTBALL ASSOCIATION FUN	0.38	0.00	-11,017.50	-11,017.50	0.00
144 - LIVE HEALTHY IOWA	5.95	361.68	-344.24	-705.92	542.00
150 - COPS FAST GRANTS	12.21	3,199.44	-5,850.84	-9,050.28	4,799.00
151 - DEPT OF JUSTICE GRANTS	355.42	0.00	390.24	390.24	0.00
152 - POLICE UNDESIGNATED GRAI	27,165.90	6,181.36	-2,684.02	-8,865.38	9,272.00
153 - POLICE DEPT DONATION FUN	7,395.92	-3,866.56	8,684.53	12,551.09	-5,800.00
156 - FIRE DEPT DONATION FUND	-279.13	0.00	5,609.42	5,609.42	0.00
157 - FIRE DEPT GRANTS	5.50	0.00	34.41	34.41	0.00
160 - ECONOMIC DEVELOPMENT C	59.64	0.00	373.12	373.12	0.00
161 - SURETY DEPOSITS/SUBDIVIDI	12.44	0.00	77.83	77.83	0.00
170 - LIBRARY DONATION FUND	-1,531.94	4,200.08	7,031.80	2,831.72	6,300.00
177 - SEIZED ASSETS (POLICE)	3,548.07	266.72	8,955.45	8,688.73	400.00
179 - OTHER COMM AND ECON DE	19,840.04	0.00	141,682.68	141,682.68	0.00
180 - HOUSING GRANTS	-285.42	1,953.52	-9,029.52	-10,983.04	2,930.00
181 - (D)HUD LEAD GRANT	0.00	0.00	-12.37	-12.37	0.00
182 - #4 HUD LEAD GRANT	0.00	75,224.64	0.00	-75,224.64	112,837.00
184 - VOUCHERS - 002, 003	-10,991.20	3,653.92	-109,111.88	-112,765.80	5,480.00
186 - CBDG GRANTS-NSP	0.00	-5,353.84	19,675.33	25,029.17	-8,031.00
187 - HUD LEAD MATCH	0.00	-17,858.48	0.00	17,858.48	-26,788.00
188 - #5 HUD LEAD GRANT	14,379.02	192,072.32	78,378.15	-113,694.17	288,107.00
190 - 911 SURCHARGE	10,596.22	0.80	59,693.65	59,692.85	0.00
200 - GO BONDS DEBT FUND	33,245.72	109,237.76	1,445,825.83	1,336,588.07	163,857.00
300 - CIP COLLECTION FUND	6,045.89	-27,362.80	-141,091.22	-113,728.42	-41,044.00
310 - FEDERAL STREET GRANTS	0.00	57,200.00	339,302.53	282,102.53	85,800.00
312 - AIRPORT PROJECT FUND	0.00	-23,666.56	-445,419.01	-421,752.45	-35,500.00

Monthly Budget Report - Marshalltown
For Fiscal: Current Period Ending: 02/28/2018

320 - SPECIAL ASSESSMENT PROJEC	0.00	16,666.64	7,779.00	-8,887.64	25,000.00
340 - BIKE PATH PROJECT FUND	-1,545.00	-86,302.56	-795,196.76	-708,894.20	-129,454.00
341 - TREES FOREVER PROJECT	2.67	0.00	1,029.53	1,029.53	0.00
350 - GO BONDS CAPITAL PROJECT	10.14	4,804.00	63.42	-4,740.58	7,206.00
353 - 2014 GO BONDS	0.00	0.00	13.73	13.73	0.00
354 - POLICE & FIRE STATIONS	-266,212.98	2,153,800.08	10,823,107.33	8,669,307.25	3,230,700.00
355 - 2015 GO BONDS (D&D)	134.48	0.00	-56,906.23	-56,906.23	0.00
356 - 2016 BONDS - STREET PROJEC	0.00	-1,252,619.20	-1,848,066.98	-595,447.78	-1,878,929.00
382 - PUBLIC WORKS FACILITY	0.00	0.00	-1,265.98	-1,265.98	0.00
392 - TIF DISTRICT III CAP PROJECT:	-3,369.00	16.64	-17,774.85	-17,791.49	25.00
393 - TIF DISTRICT IV CAP PROJECT:	0.00	0.00	3,343.84	3,343.84	0.00
610 - WATER POLLUTION CONTROL	-12,686.33	-4,818,422.16	680.23	4,819,102.39	-7,227,637.00
611 - WPCP REVENUE	662,735.78	4,877,930.32	1,917,356.45	-2,960,573.87	7,316,896.00
612 - WPCP REVENUE BOND FUND	-4,625.00	0.00	-431,509.47	-431,509.47	0.00
614 - WPCP CAPITAL IMPROVEMENT	1,216.80	1,800.00	7,612.42	5,812.42	2,700.00
615 - WPCP PLANT & IMPROVEMENT	0.00	0.00	-390.00	-390.00	0.00
616 - SANITARY SEWER REHAB PRC	-58,256.18	633,333.36	-58,256.28	-691,589.64	950,000.00
617 - SANITARY SEWER NEW CONS	0.00	0.00	14,000.00	14,000.00	0.00
690 - TRANSIT OPERATING	101,002.57	-111,429.20	17,167.26	128,596.46	-167,145.00
740 - STORM SEWER UTILITY	80,484.98	368,218.16	586,244.13	218,025.97	552,325.00
741 - 2016 GO STORM WATER PRC	-1,944.33	-466,666.64	-158,001.00	308,665.64	-700,000.00
750 - COMPOSTING FACILITY	-1,352.38	-92,504.32	3,329.57	95,833.89	-138,757.00
760 - P&R CONCESSIONS ENTERPR	-435.57	-1,704.16	-26,666.16	-24,962.00	-2,557.00
881 - OCCUPATIONAL INSURANCE	7,798.38	0.00	49,890.15	49,890.15	0.00
884 - GROUP HEALTH INSURANCE I	4,390.74	0.00	19,101.65	19,101.65	0.00
886 - WORKMAN'S COMP DEDUCT	44.99	0.00	194.21	194.21	0.00
910 - POLICE PENSION - T & A	-785.31	0.00	-1,570.62	-1,570.62	0.00
913 - 911 Commision	-31,409.38	0.00	-31,409.38	-31,409.38	0.00
Report Total:	70,172.94	1,031,655.60	10,409,730.00	9,378,074.40	1,546,433.00

*This report does not include City Agency Funds, 951,952,953.



STREET LIGHTING RESOLUTION

The following Resolution _____ was adopted by the City Council of the City of Marshalltown at a meeting held on _____, 20_____.

Be it resolved by the City Council of the City of Marshalltown, that Alliant Energy Inc. is hereby directed to make the following changes to the existing system, at the locations described below (or shown on an attached map made a part of this Resolution) according to the terms expressed in the IPL Tariff regarding street lights:

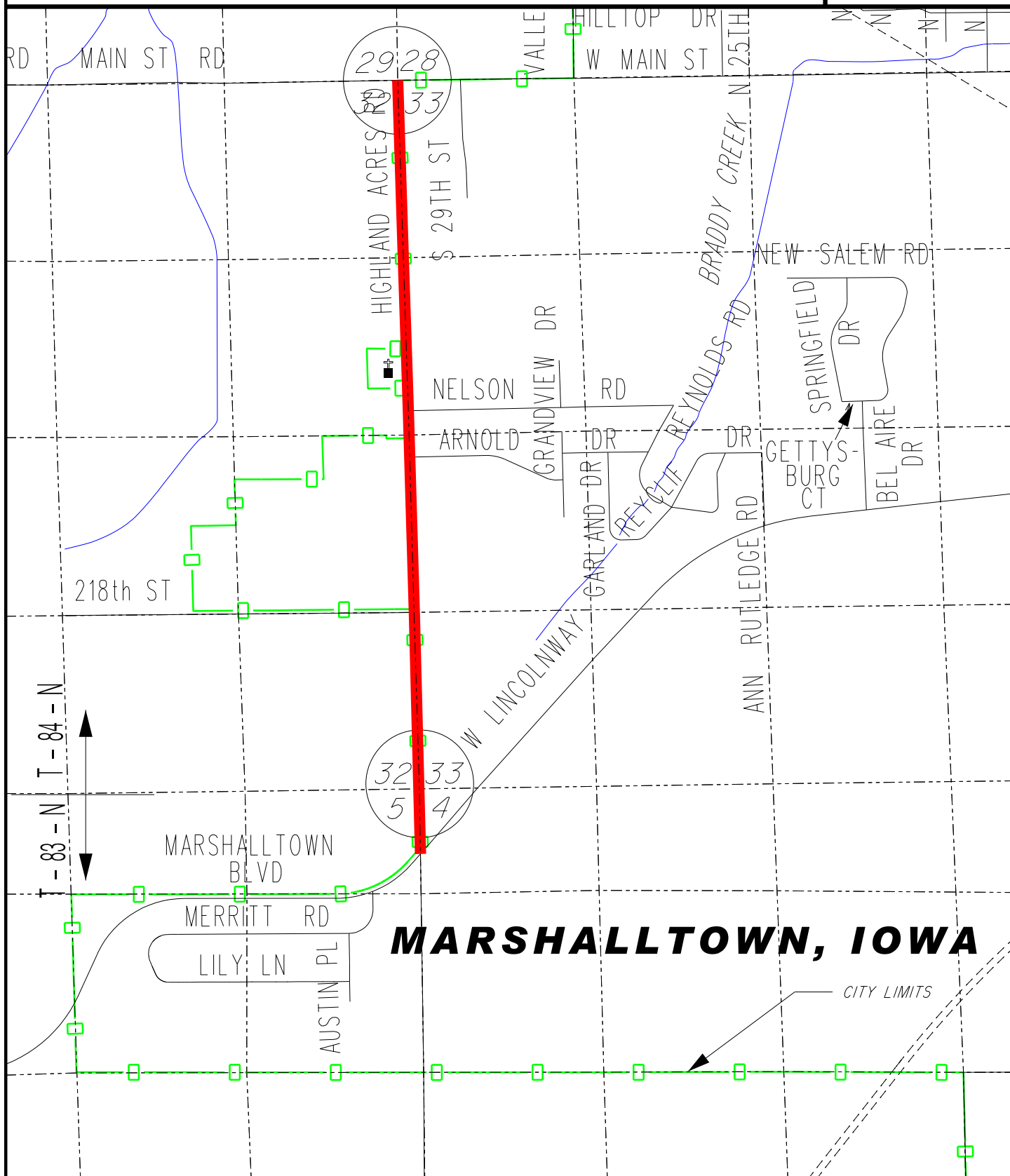
NEW INSTALLATION OR CHANGES IN EXISTING SYSTEM					
ADD NUMBER	DELETE NUMBER	WATTAGE	STYLE OF LUMINAIRE	TYPE AND HEIGHT OF POLE	WIRING (check one)
1. <u>1</u>	_____	<u>250w</u>	<u>HPS FLOODLIGHT</u>	<u>DEDICATED WOOD 30FT POLE</u>	☒ OH ☐ UG
2. _____	_____	_____	_____	_____	☐ OH ☐ UG
3. _____	_____	_____	_____	_____	☐ OH ☐ UG

LOCATION OF NEW INSTALLATION OR CHANGES	
1.	<u>At the north end of the 3rd St.to 6th St. viaduct. on the west side of the viaduct to light up the area under the viaduct along the bike trail.</u>
2.	_____
3.	_____

City Official _____
declared said Resolution duly passed and adopted the _____
day of _____, 20_____.

Attest _____
Title _____

REQUEST FOR A CHANGE IN THE FEDERAL FUNCTIONAL CLASSIFICATION OF HIGHLAND ACRES ROAD



RESOLUTION REQUESTING THE IOWA DEPARTMENT OF TRANSPORTATION TO
CHANGE THE FEDERAL FUNCTIONAL CLASSIFICATION OF HIGHLAND ACRES
ROAD

WHEREAS, functional classification is the process by which streets and highways are grouped into classes according to the character of service they are intended to provide; and

WHEREAS, Marshalltown, periodically reviews the system of streets and highways for appropriate changes to classification of the various segments of the system; and

WHEREAS, a recent review of the system has revealed the need for a change to the federal functional classification of road segments due to the annual average daily traffic.

NOW, THEREFORE, BE IT RESOLVED that the Marshalltown City Council hereby requests the Iowa Department of Transportation to request the Federal Highway Administration to make the following changes in federal functional classification.

CHANGES TO FEDERAL FUNCTIONAL CLASSIFICATION SYSTEM

Revise the federal functional classification from Urban Local to Urban Collector

(Highland Acres Road from Lincoln Way northerly to Main Street 1.08 miles)

Adopted this 9th day of April, 2018, and signed this ___ day of April, 2018.

CITY OF MARSHALLTOWN, IOWA

Joel T. S. Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk



Marshalltown Fire
Department

Annual Report
2017



It is our mission to:

"Proactively protect life, property, and the environment from fire and other emergencies within the community."

This is accomplished through Public Education, Code Enforcement, and Incident Response.





Message from the Chief

The members of the Marshalltown Fire Department are pleased to offer you this annual report for the year 2017. This is a working document that addresses your fire departments daily activities and accomplishments. It is our goal to offer the highest level of service possible for the citizens and to the business community of Marshalltown.

Marshalltown Fire Department has experienced some change over this past year. A new Deputy Chief, a change in our fire and EMS reporting system, receipt of a new light rescue vehicle, initiation of a project to place computer aided dispatch (CAD) terminals in our vehicles, and the anticipation surrounding the new Public Safety Building. Change can be uncomfortable, so I would like to thank the members of the department for their support and patience during the past year as we continue to evolve as a department.

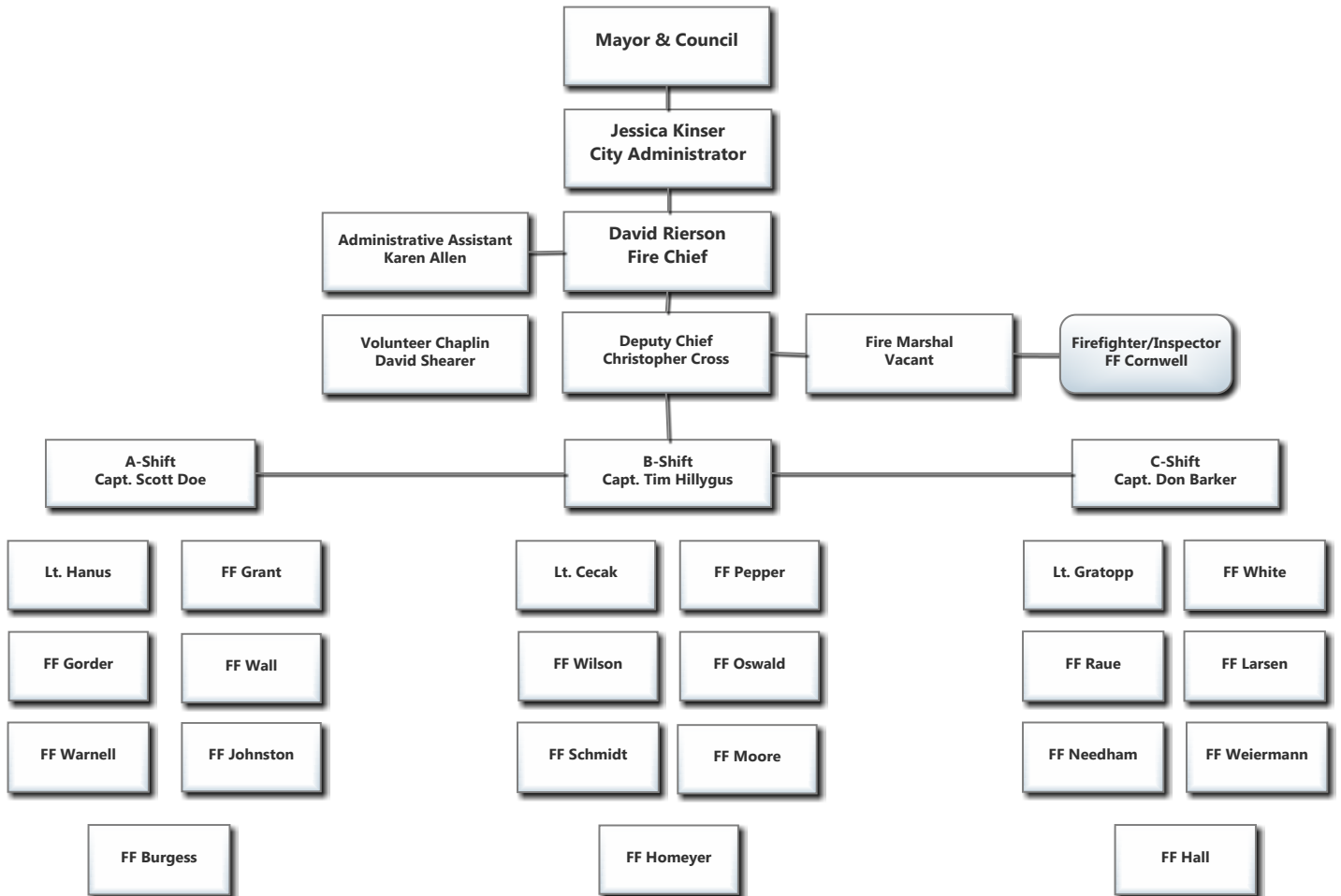
Finally, I would like to thank you for allowing me to be your Fire Chief. I am blessed to be able to serve in this capacity and lead such a dedicated organization. I value the people I work with and am honored to be a member of this organization.

Sincerely,

David Rierson

David Rierson
Fire Chief

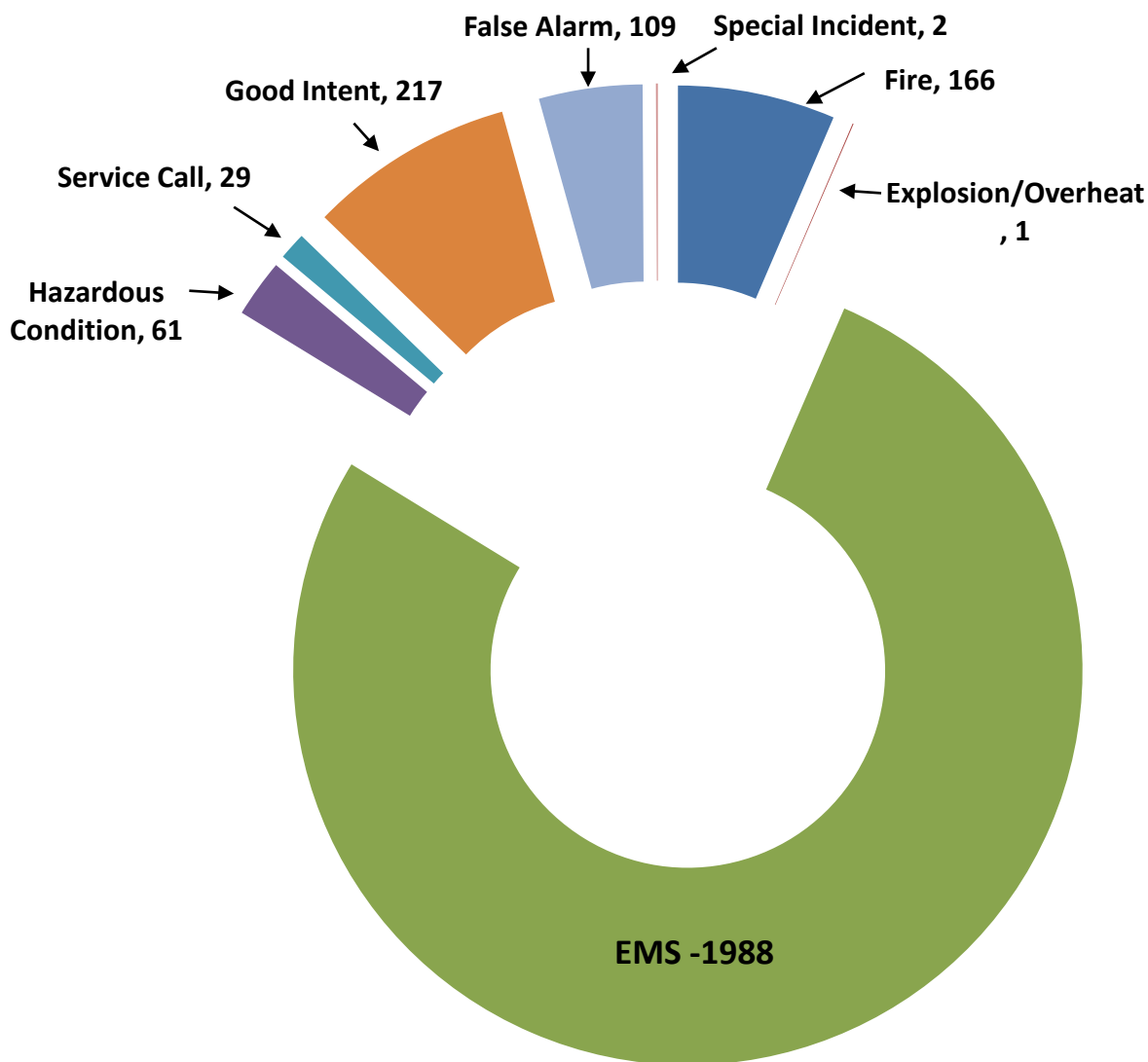
Organizational Structure



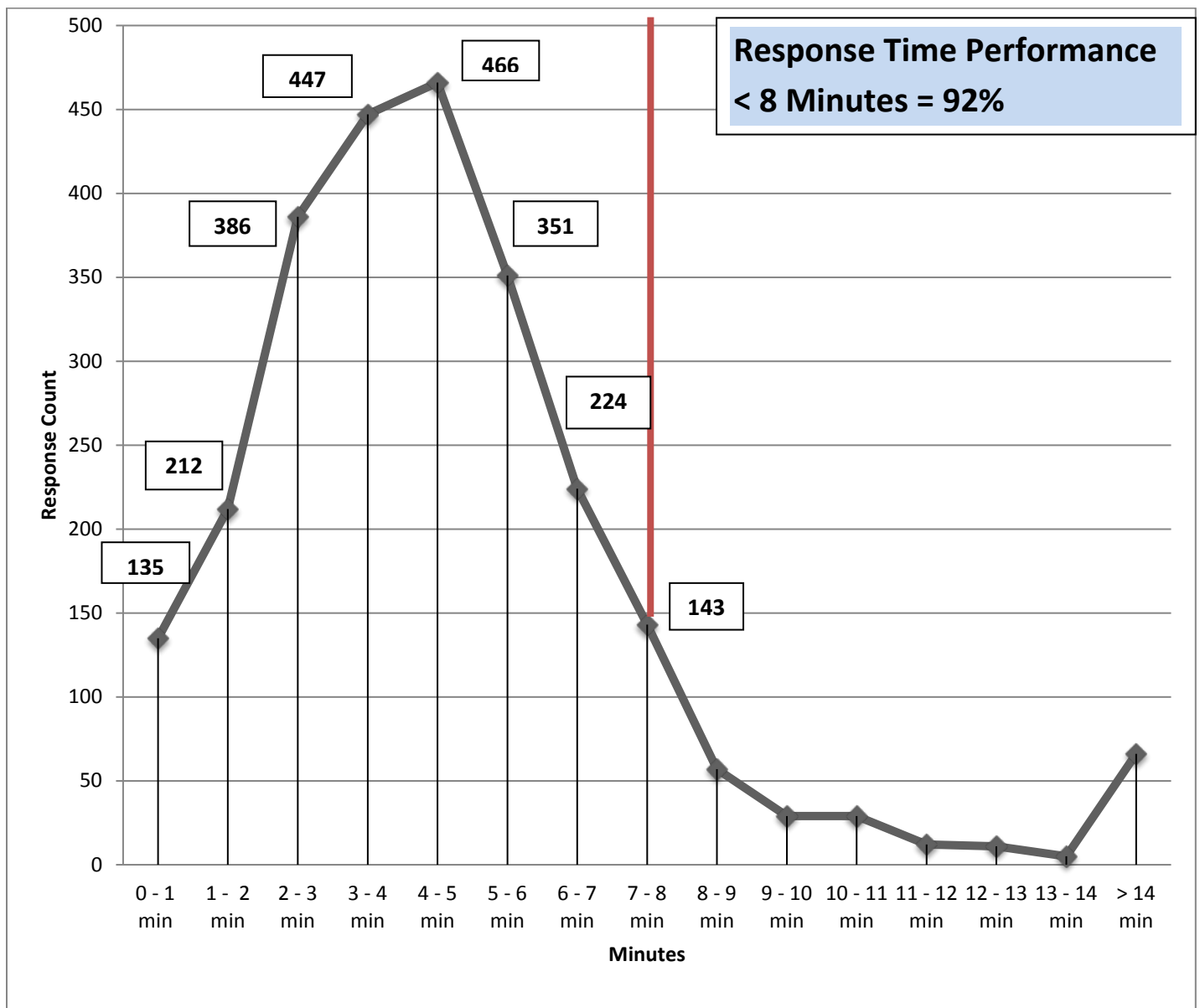
Reports and Statistics

Incident Breakdown

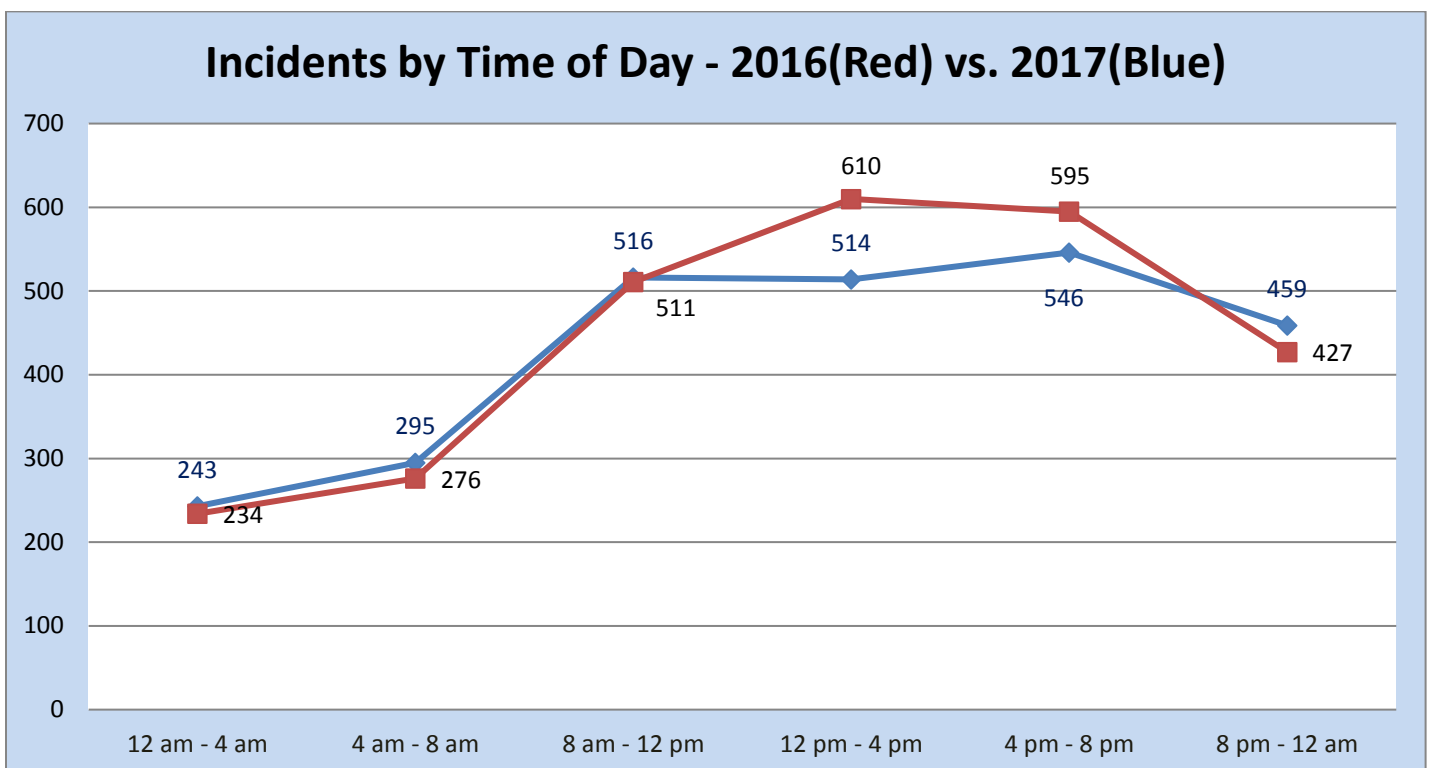
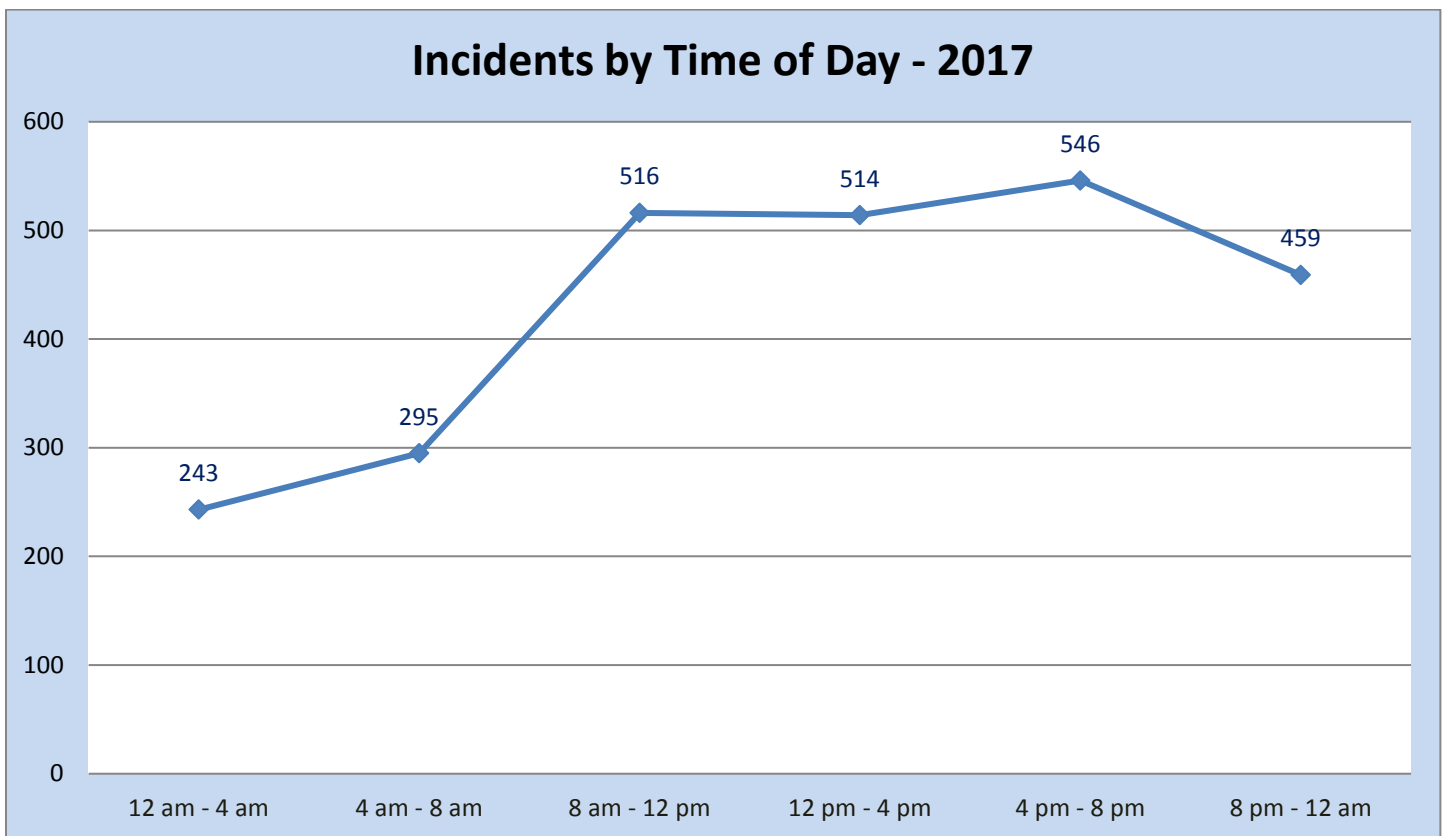
As an all hazards department, Marshalltown Fire Department responds to emergency situations that include fires, emergency medical calls, hazardous materials incidents, water and ice rescue, trench and confined space rescue, and vehicle extrication. In 2017 the department responded to 2,573 requests for service, which represents a decrease of three percent over 2016 (2,653).



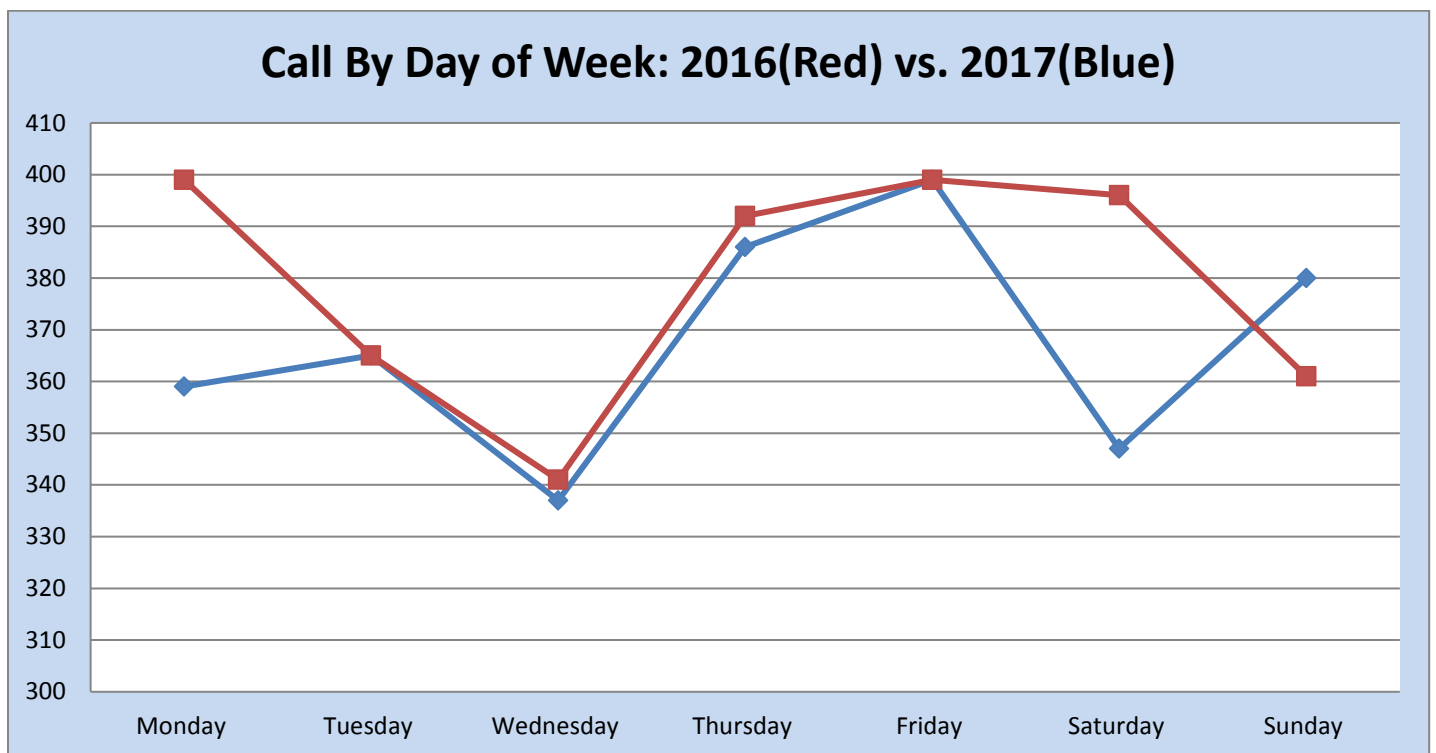
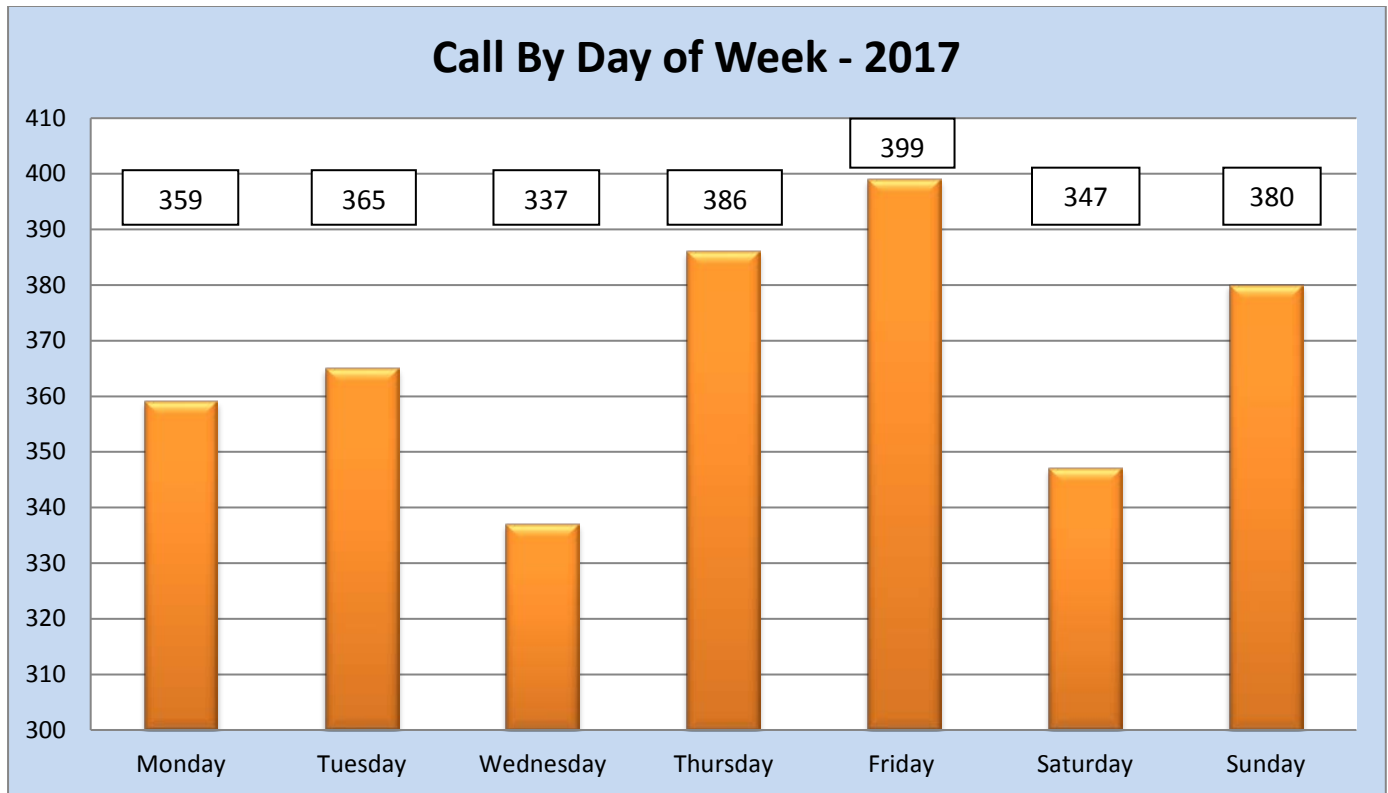
To fully understand our operation and to ensure the best service delivery possible, specific factors related to our service requests are analyzed. Those factors include response time performance, requests by time of day and day of week, overlapping calls, and calls by month. The definition of “response time” depends on the perspective from which one approaches the data. Response time components include call processing and dispatch, turnout time, and drive time to the scene. Turnout time is measured from the time the alarm is received to the time the apparatus leaves the station. Drive time starts when the apparatus leaves the fire station and stops when the apparatus is curbside of the address of the incident. Drive time can be affected by traffic patterns, time of day, weather patterns, and distance to the incident. The chart below measured response time from time of dispatch to time arrived on scene. For response time we strive to meet the industry standard, which is on scene in eight minutes or less 90% of the time. In 2017, we exceeded industry standard arriving on scene in less than eight minutes 92% of the time. Additionally, units arrived on scene in 4 minutes or less on 45% of the time.



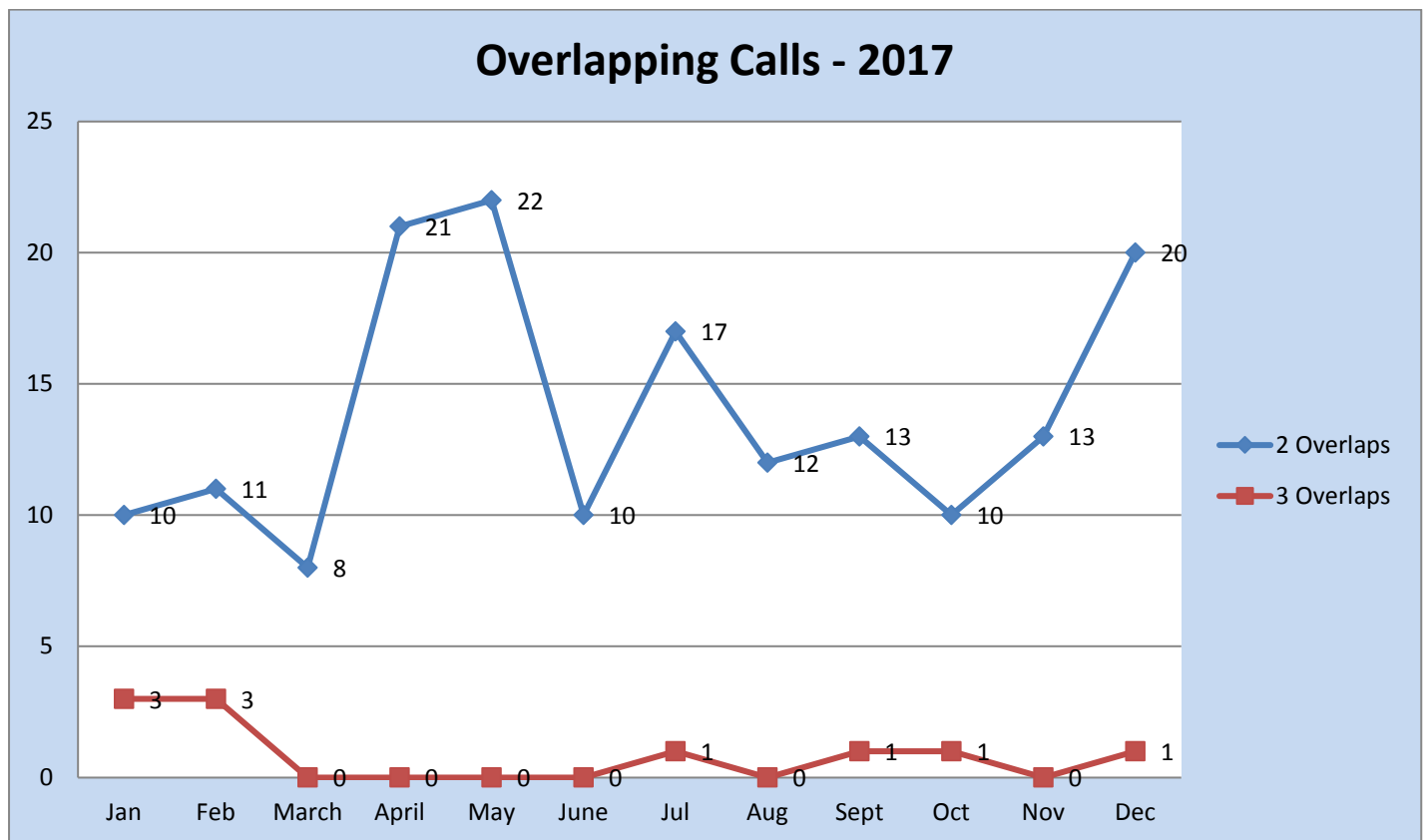
In 2017, service requests by time of day changed slightly from 2016. The percentage of requests for service between the 8:00 am and 8:00 pm time frame dropped slightly (65% to 61%), with a correlating increase in requests for service during the 8:00 pm to 8:00 am time frame (35% to 39%).



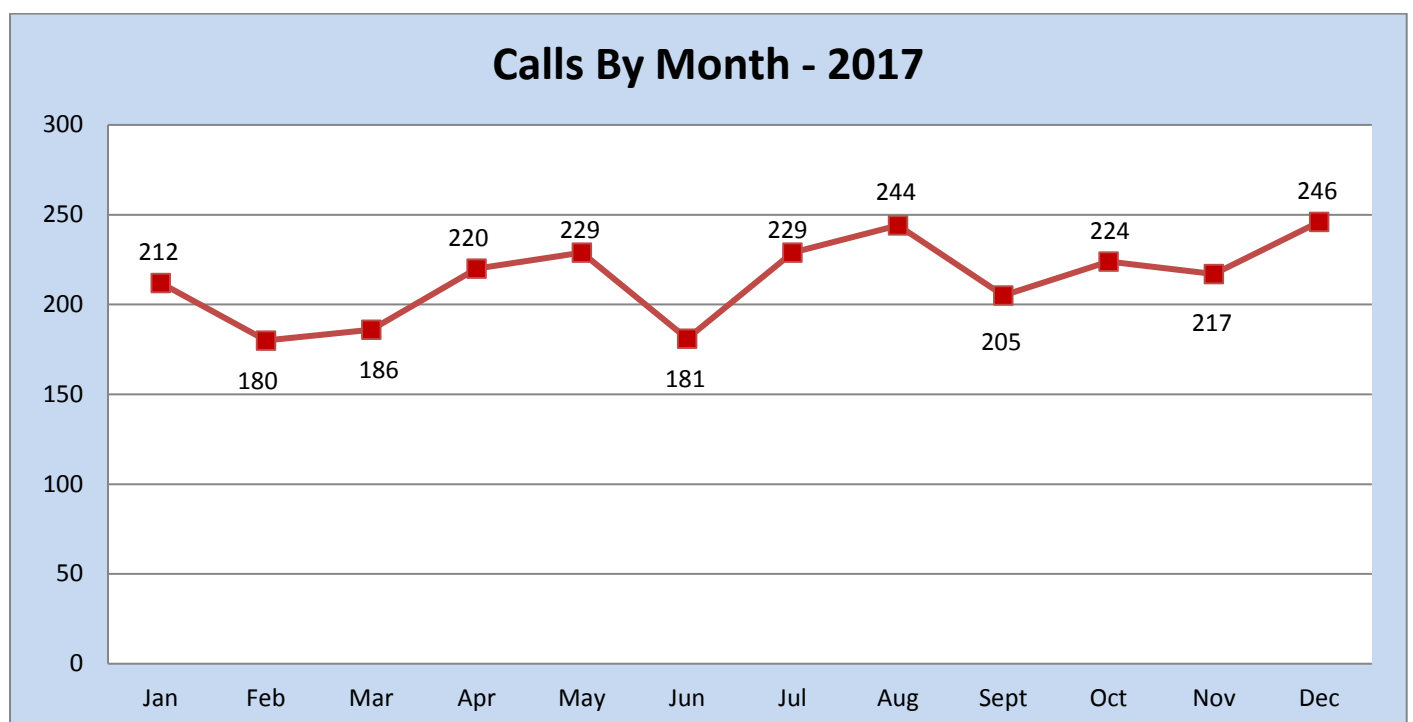
Distributions of calls by day of the week vary from year to year. Wednesdays are typically the slowest day of the week and 2017 was no exception. Saturdays, however, were much slower in 2017 as compared to 2016.



By looking at overlapping calls, we identify times when multiple calls can or may result in delayed response, or in a worst case scenario, have no unit to respond to a request for service. In 2017, overlapping calls decreased just under 13% from 203 incidences (2016) to 177 incidences.



Monthly, the department runs between 200 and 250 calls. In 2017, February, March, and June were the exceptions falling below 190 requests for service.



In 2017, Marshalltown Fire Department responded to 166 fire incidents, an increase of just under 6.5% from 2016 (156) and an increase of 26.5% from 2015 (131). While there was an increase in the total number of fires, fire loss remained nearly the same at \$709,130. While this increase appears significant, \$500,000 of this total is associated to one (1) fire at an industrial complex. While industrial fires are low frequency in occurrence, they have the potential to be a high dollar loss event. A bigger concern is the number of fires increased for a second consecutive year. The primary contributor to the increase in 2017 is trash and rubbish fires.

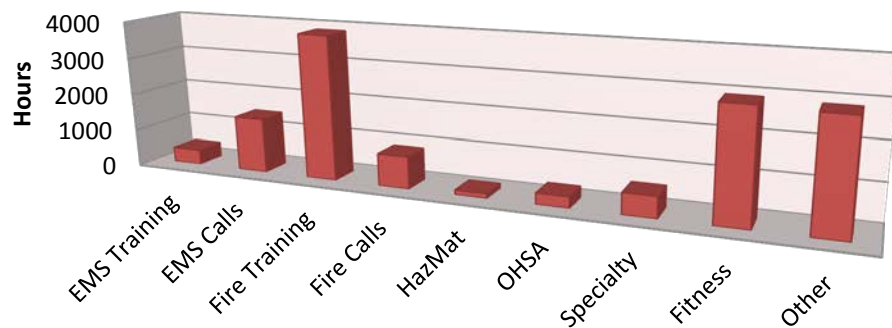
Fire Type	Number of Incidents	Dollar Loss
Fires in Structures Other Than Buildings	7	1,500
Building Fires	18	272,000
Cooking Fires	4	250
Passenger & Mobile Vehicle Fires	6	5,750
Water Vehicle Fire	0	0
Brush/Grass Weeds	17	50
Outside Dumpster/Trash Fire	113	10,520
Outside Gas or Vapor Combustion Explosion	1	500,000
	166	790,130



Training and Activity

As an all-hazards department, training is an important part of our annual activity. Training is provided through a combination of in-house instruction, on-line classes, and outside classes and training. In 2017, 8,168 man-hours were spent training in the areas of EMS, fire, hazmat, OHSA, physical fitness, and specialty (confined space, ropes, and water rescue). Additionally, 5,199 man-hours were spent answering calls for service, providing station tours, and maintaining facilities and equipment. Total activity time for 2017 is 13,367 man-hours. Below is a breakdown of the hours.

Training /Activity Hours - 2017



	EMS Training	EMS Calls	Fire Training	Fire Calls	HazMat	OHSA	Specialty	Fitness	Other
Hours	398.25	1462.99	3864.19	860.44	124.45	296	560	2925.5	2876



In 2016, I reported on the testing and certification issues with the Fire Service Training Bureau. I am happy to report these issues appear to have been corrected and the department members affected by this have retaken certification testing and passed. In 2017, the following certifications were obtained by department members:

- Fire Officer I – (7)
- Fire Inspector – (2)
- Fire Instructor – (1)
- Fire Apparatus Driver/Operator – (All Members)
- Plans Examiner – (2)
- Sprinkler System Plan Review – (2)
- Alarm System Plan Review – (2)



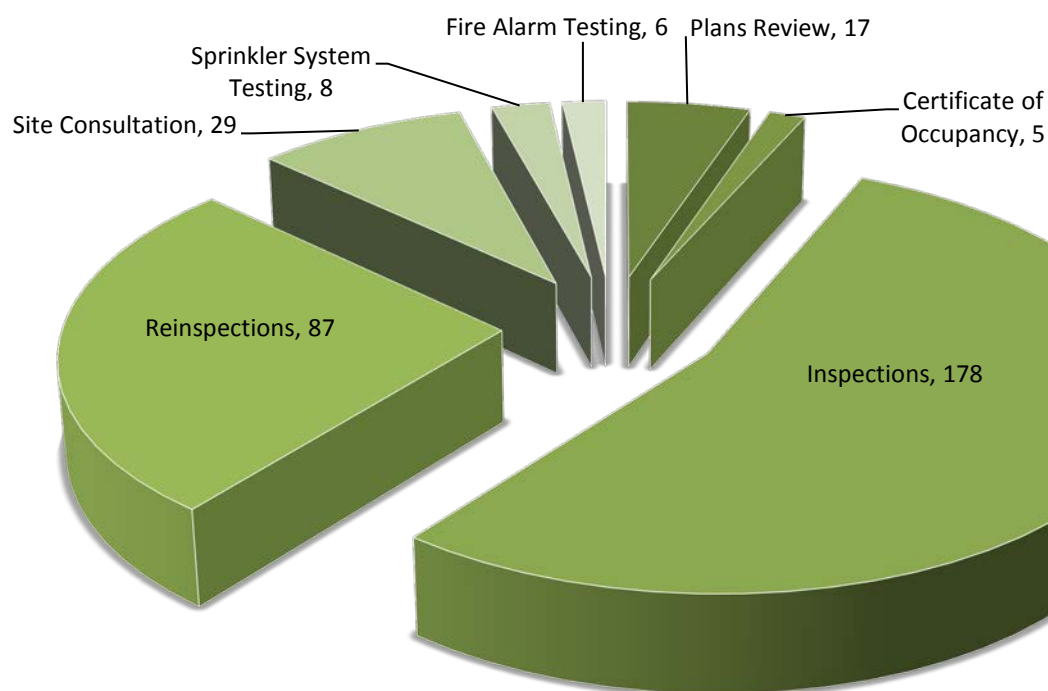
Fire Prevention/Public Education

In 2017, the department participated in 30 public relation/education events. These included reading events at the schools, fire extinguisher training, extrication demonstration during the Central Iowa Fair, Homecoming, Holiday Stroll, and Octoberfest parades, block parties, Fire Prevention Week activities, and the Healthy Kids Day. During this time, the fire department was able to provide education and information to 2,430 individuals. Smoke detector installation is another non-emergent activity provide by the fire department. In 2017, the department teamed with the American Red Cross and installed 25 smoke detectors in the Sunset Hills Trailer Park. In addition, the department received six (6) requests from citizens for smoke detectors.



Codes Enforcement

In 2017, inspection activity decreased by 34% (519 to 343) and man-hours spent by just under 50% (555 to 275). The drop in inspection activity is due to the reassignment of an inspector to operations to cover an open firefighter position from June through September. Similar to 2016, all businesses that require an inspection will not receive one. Several issues dealing with alarm and sprinkler systems were discovered and the department continues to work with business owners to correct those issues. Of the 178 initial inspections completed, it should be noted that 113 resulted in a failed inspection. Of the 87 reinspections completed, 12 failed to achieve compliance. Activities for 2017 included:



In mid 2017, the department entered into an agreement with a third-party company to use a product called the Compliance Engine. The program is a collection point for sprinkler, fire alarm, and hood suppression system contractors to report their annual protection system testing. The Compliance Engine records the information and sends notices to the business regarding the results for the department. Additionally, The Compliance Engine sends reminder notices when maintenance is due on their systems.

Retirements, Deaths, New Employees, and Anniversaries

No retirements occurred in 2017.

The fire service is an organization steeped in tradition. Of those traditions, brotherhood and family rate high on the list. Like our civilian families, our fire service family experienced a loss in 2017 with the passing of the retired member Captain Don Johnson.

2017 marked the addition of two new employees, Firefighter/EMT Jeremy Weiermann (April) and Firefighter/EMT Reece Hall (July).





Several department members celebrated key service anniversaries in 2017. They included:

- Karen Allen – 20 years
- Don Barker – 20 years
- Jacob Moore – 5 years

Department Improvements

2017 marked several significant improvements within the department. To improve our service delivery with an eye on reducing fuel and maintenance costs, the department placed into service a new light rescue vehicle. This vehicle will be used to run EMS, illegal burns, grass fires, carbon monoxide and auto extrication calls. This reduces the number of times we respond in the larger trucks, which in turn should reduce the fuel and maintenance costs associated with their operation. Additionally, the operation of the smaller four-wheel drive vehicle on the rural county roads should provide for safer response and operation for the crews.

Marshalltown Fire Department is required to collect and transmit specific information concerning fire and EMS calls to various State and Federal agencies. Failure to provide this information can exclude the department from applying for and receiving Federal Grants (FEMA) and loss of licensure to provide EMS response.

Additionally, collection of data is critical in providing accurate information to assist in making decisions related to service delivery and department needs. Furthermore, with the current financial status of the State of Iowa, it was felt that the reporting program provided by the State is likely to fall victim to budget cuts. As such, the department changed its fire and EMS reporting program to Emergency Reporting. This program can be used to track and record other department functions and activates in addition to collecting required data. The program is extremely user friendly and since it is web-hosted it requires no server space on the City network.

In August, construction of the new Public Safety Building began and we are extremely excited about this new facility. It will allow the department to house all of its equipment in one (1) location and lessen response times to the southern parts of the City. Additionally, the training room in the new building will allow both the police and fire departments to host training events.



Lastly, the department started the move to mobile computer aided dispatch (CAD) terminals in our first response vehicles. Already in use by the Marshalltown Police Department, this technology allows the department to have necessary call information at the touch of a button. Additionally, the devices can store other necessary information to include hydrant locations and GPS mapping. This program would not be possible without the generous \$18,000 donation from the Ann Keyser Trust. We appreciate their support and assistance in procuring this technology.

The Future

Moving into 2018 we will complete and launch our mobile CAD project. Mobile CAD places pertinent information at our officer's finger tips. When completed, the data terminals in the apparatus will contain information on hydrant locations and building plans, as well as pertinent call information. The CAD will also communicate with our fire reporting program, which in turn auto populations portions of our run reports.

Work continues on the new Public Safety facility and we as a department are excited about our upcoming move. The department is active in plan review of the building and fire protection systems, as well as participation in the weekly update meetings with the construction manager, architect, and other Department Heads

None of what we accomplished in the past year would be possible without the support of our citizens, City Administrator, and City Council. We greatly appreciate the support!







Hall of Fame
Concessions
six month

APPLICANT

I hereby declare that all information contained in the E-license Application is true and correct. I understand that misrepresentation of material fact in the Application is a serious misdemeanor crime and grounds for denial of the license or permit under Iowa law. Please submit this form to your local authority.

Joe Cordt
Applicant's Signature

3/19/18

Date

NOTARY

State of

Iowa

County of

Marshall

Signed and sworn to before me on

3-19-18

Date

By

Joe Cordt

Print Name of Applicant

Shari Loughenour
Signature of Notary

3-19-18

Date



SHARI L. COUGHENOUR
COMMISSION # 703907
MY COMMISSION EXPIRES
6-29-18

Applicant License Application ()

Name of Applicant: Hall of Fame Concession L.L.C.

Name of Business (DBA): Hall of Fame Concession

Address of Premises: 807 S 6th st.

City Marshalltown

County: Marshall

Zip: 50158

Business (641) 754-5718

Mailing 1406 S 1st St

City Marshalltown

State IA

Zip: 50158

Contact Person

Name Joe Cordt

Phone: (641) 751-4630

Email

joe.cordt@yahoo.com

Classification Class B Beer (BB) (Includes Wine Coolers)

Term: 6 months

Effective Date: 04/13/2018

Expiration Date: 01/01/1900

Privileges:

Class B Beer (BB) (Includes Wine Coolers)

Outdoor Service

Sunday Sales

Status of Business

BusinessType: Limited Liability Company

Corporate ID Number: XXXXXXXXXX

Federal Employer ID XXXXXXXXXX

Ownership

Joe Cordt

First Name: Joe

Last Name: Cordt

City: Marshalltown

State: Iowa

Zip: 50158

Position: Owner

% of Ownership: 100.00%

U.S. Citizen: Yes

Insurance Company Information

Insurance Company:

Policy Effective Date:

Policy Expiration

Bond Effective

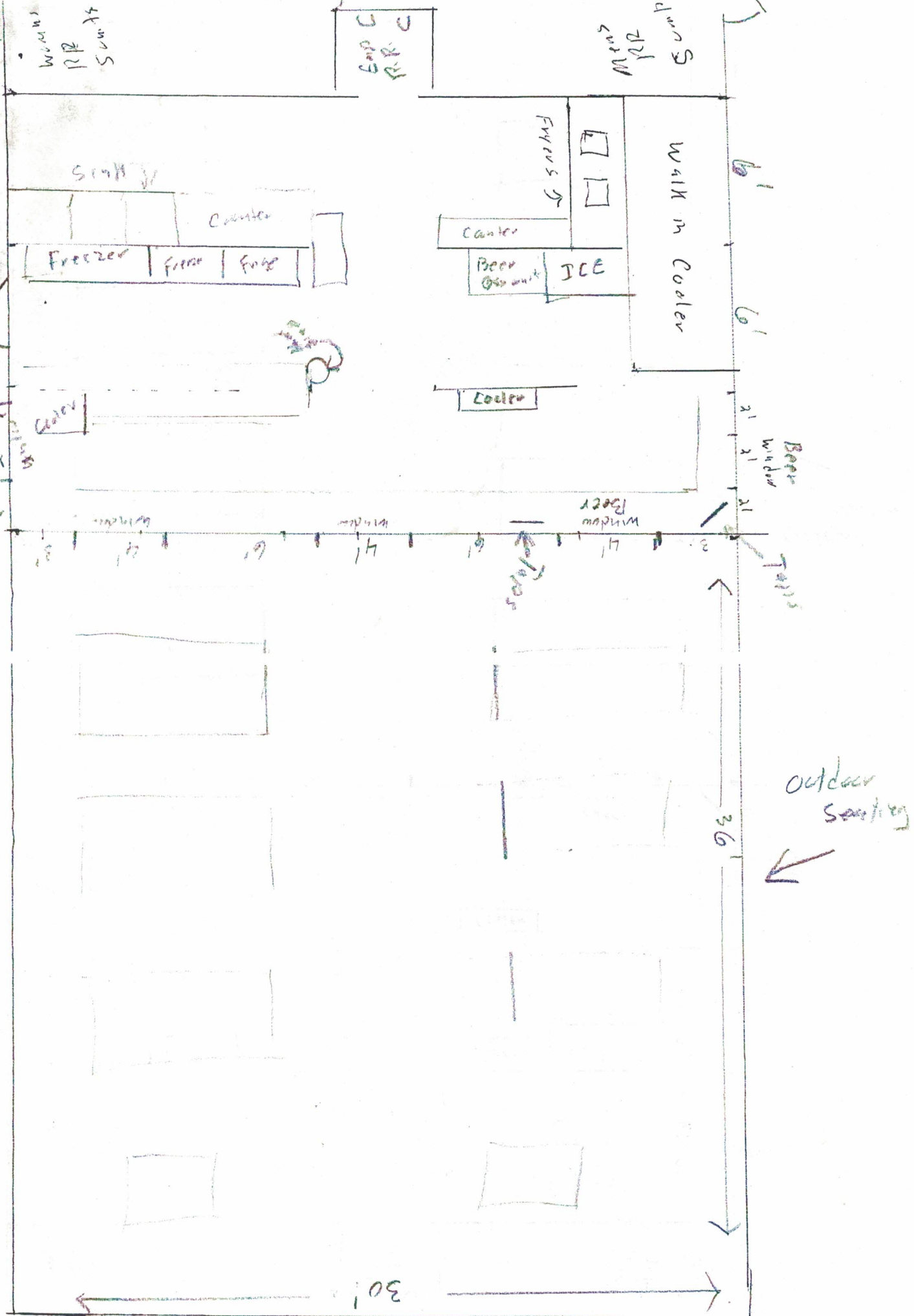
Dram Cancel Date:

Outdoor Service Effective

Outdoor Service Expiration

Temp Transfer Effective Date

Temp Transfer Expiration Date:



Hall of Fame Concession
5 day 6/8/18

APPLICANT

I hereby declare that all information contained in the E-license Application is true and correct. I understand that misrepresentation of material fact in the Application is a serious misdemeanor crime and grounds for denial of the license or permit under Iowa law. Please submit this form to your local authority.

Joe Cordt
Applicant's Signature

3/19/18

Date

NOTARY

State of Iowa

County of Marshall

Signed and sworn to before me on 3-19-18
Date

By Joe Cordt
Print Name of Applicant

Shari L. Coughenour
Signature of Notary

3-19-18

Date



Applicant License Application ()

Name of Applicant: Hall of Fame Concession L.L.C.

Name of Business (DBA): Hall of Fame Concession

Address of Premises: 807 S 6th st.

City Marshalltown

County: Marshall

Zip: 50158

Business (641) 754-5718

Mailing 1406 S 1st St

City Marshalltown

State IA

Zip: 50158

Contact Person

Name Joe Cordt

Phone: (641) 751-4630

Email

joe.cordt@yahoo.com

Classification Class C Liquor License (LC) (Commercial)

Term: 5 days

Effective Date: 06/08/2018

Expiration Date: 01/01/1900

Privileges:

Class C Liquor License (LC) (Commercial)

Outdoor Service

Status of Business

BusinessType: Limited Liability Company

Corporate ID Number: XXXXXXXXXX

Federal Employer ID XXXXXXXXXX

Ownership

Joe Cordt

First Name: Joe

Last Name: Cordt

City: Marshalltown

State: Iowa

Zip: 50158

Position: Owner

% of Ownership: 100.00%

U.S. Citizen: Yes

Insurance Company Information

Insurance Company:

Policy Effective Date:

Policy Expiration

Bond Effective

Dram Cancel Date:

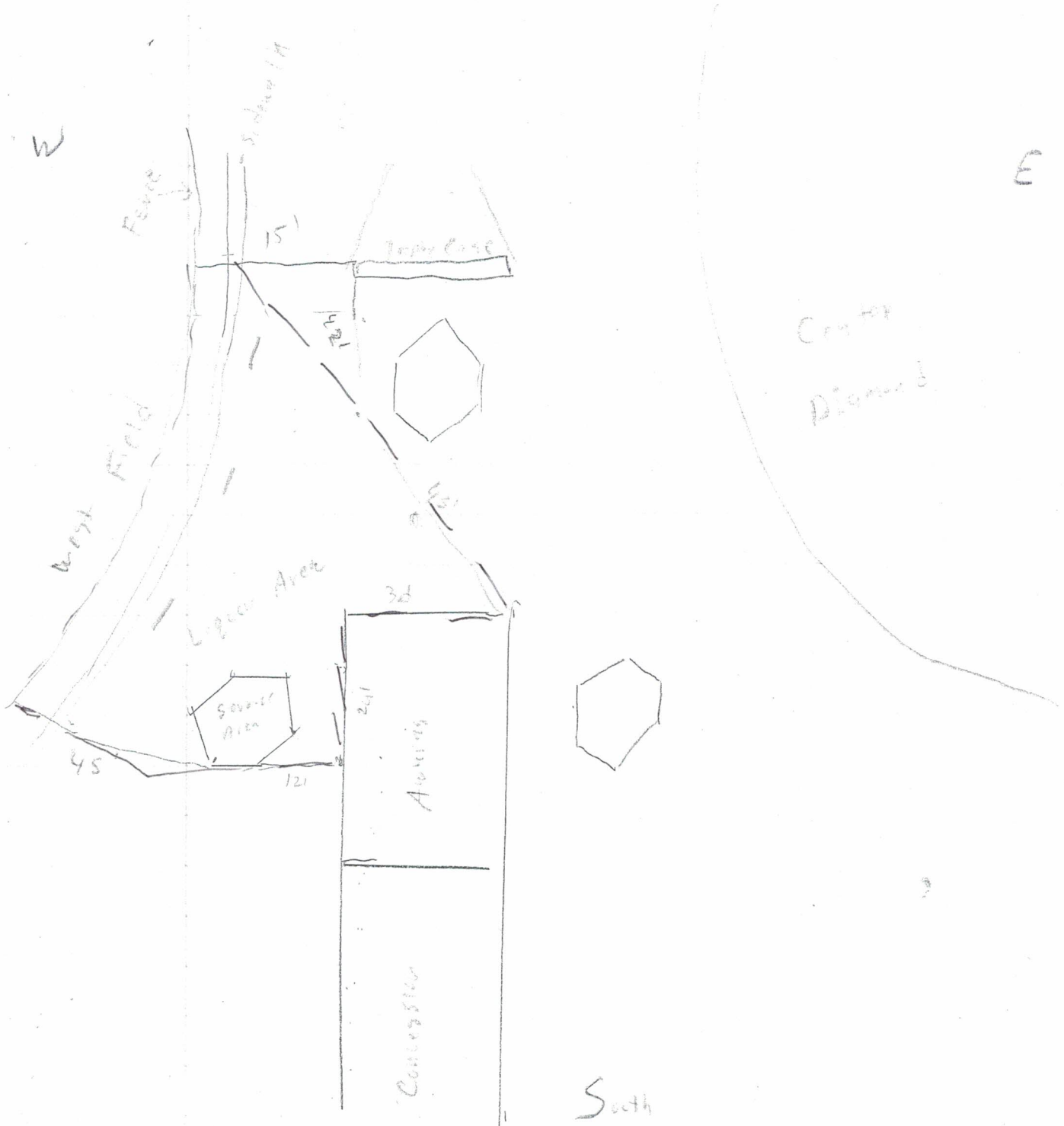
Outdoor Service Effective

Outdoor Service Expiration

Temp Transfer Effective

Temp Transfer Expiration Date:

North



Flying Elbow

Applicant

I hereby declare that all information contained in the E-license Application is true and correct. I understand that misrepresentation of material fact in the Application is a serious misdemeanor crime and grounds for denial of the license or permit under Iowa law. Please submit this form to your local authority.

Court Gashin

Applicant's Signature

3-20-18

Date

+++++

NOTARY

State of Iowa

County of Marshall

Signed and sworn to (or affirmed) before me

on March 20, 2018,
Date

by Shari L Coughenour,
Print Name of Applicant

Shari L Coughenour
Signature of Notary Public

3-20-2018
Date



Applicant License Application ()

Name of Applicant: <u>THE FLYING ELBOW FOOD</u>		
Name of Business (DBA): <u>The Flying Elbow</u>		
Address of Premises: <u>35 N. Center St</u>		
City <u>Marshalltown</u>	County: <u>Marshall</u>	Zip: <u>50158</u>
Business	<u>(641) 328-4114</u>	
Mailing	<u>1711 S. 4th St</u>	
City <u>Marshalltown</u>	State <u>IA</u>	Zip: <u>50158</u>

Contact Person

Name	<u>Garrett Goodman</u>		
Phone:	<u>(641) 328-4114</u>	Email	<u>garrettpgoodman@gmail.com</u>

Classification Special Class C Liquor License (BW) (Beer/Wine)

Term: 12 months

Effective Date: 02/19/2018

Expiration Date: 01/01/1900

Privileges:

Special Class C Liquor License (BW) (Beer/Wine)

Sunday Sales

Status of Business

BusinessType:	<u>Limited Liability Company</u>		
Corporate ID Number:	<u>XXXXXXXXXX</u>	Federal Employer ID	<u>XXXXXXXXXX</u>

Ownership

Garrett Goodman

First Name:	<u>Garrett</u>	Last Name:	<u>Goodman</u>
City:	<u>Marshalltown</u>	State:	<u>Iowa</u>
Position:	<u>Owner</u>	Zip:	<u>50158</u>
% of Ownership:	<u>100.00%</u>	U.S. Citizen:	<u>Yes</u>

Insurance Company Information

Insurance Company:	<u>Illinois Casualty Co</u>		
Policy Effective Date:	<u>02/19/2018</u>	Policy Expiration	<u>02/18/2019</u>
Bond Effective	Dram Cancel Date:		
Outdoor Service Effective	Outdoor Service Expiration		
Temp Transfer Effective	Temp Transfer Expiration Date:		

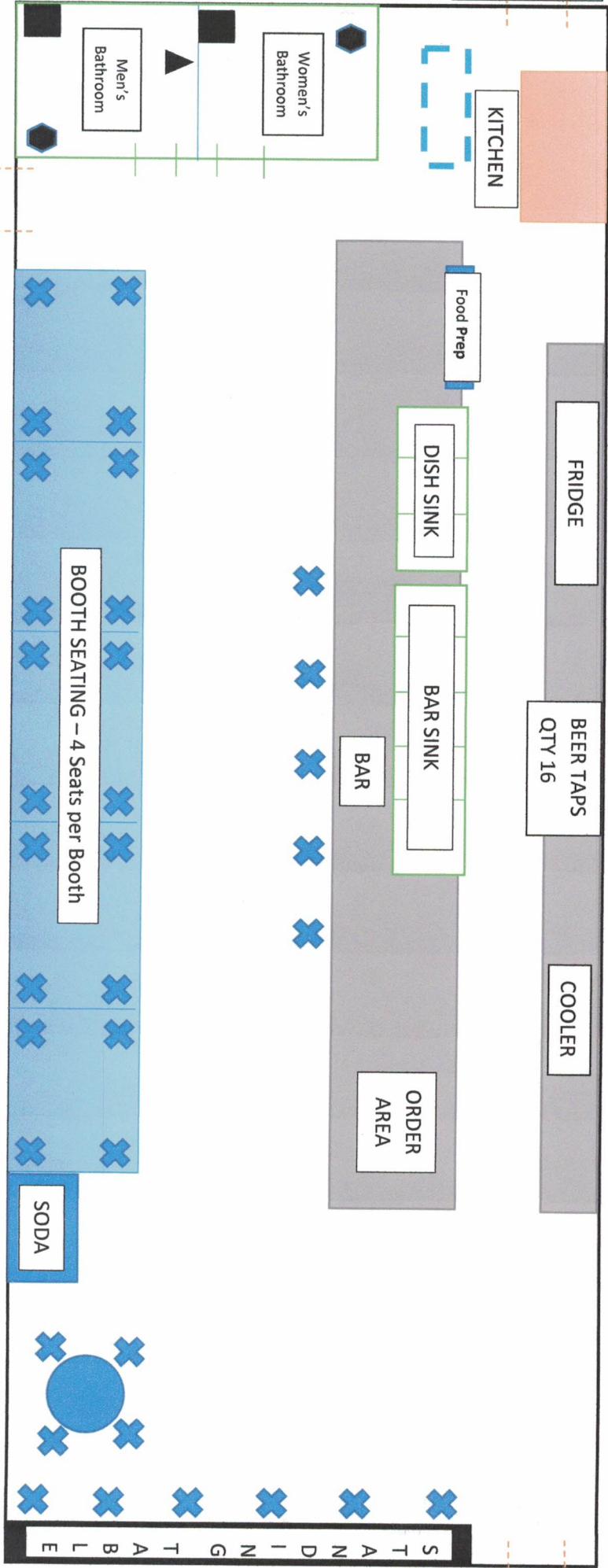
THE FLYING ELBOW

1st Floor (20'x60') – Alcohol Serving Area

Only selling tap beer and wine

Storage of keg beer in basement walk-in directly below taps

Storage of wine in fridge behind bar



BATHROOM SINK

COOKING HOOD

SEAT

BASEMENT TRAP DOOR

TOILET

ENTRANCE/EXIT

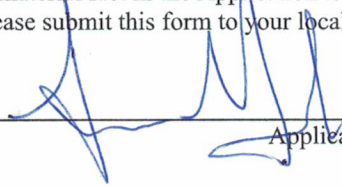
URINAL

TABLE

La Carreta

APPLICANT

I hereby declare that all information contained in the E-license Application is true and correct. I understand that misrepresentation of material fact in the Application is a serious misdemeanor crime and grounds for denial of the license or permit under Iowa law. Please submit this form to your local authority.



Applicant's Signature

03-21-18

Date

NOTARY

State of Iowa

County of Marshall

Signed and sworn to before me on 21st March 2018

Date

By Alfonso Medina Santillan

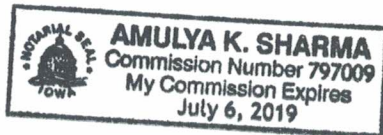
Print Name of Applicant



Signature of Notary

03/21/2018

Date



Applicant License Application ()

Name of Applicant: <u>La Carreta Mexican Restaurant</u>		
Name of Business (DBA): <u>La Carreta Mexican Grill</u>		
Address of Premises: <u>308 Iowa Ave. E</u>		
City <u>Marshalltown</u>	County: <u>Marshall</u>	Zip: <u>50158</u>
Business	<u>(515) 290-6024</u>	
Mailing	<u>1410 S 1st St</u>	
City <u>Marshalltown</u>	State <u>IA</u>	Zip: <u>50158</u>

Contact Person

Name	<u>Alfonso Medina</u>		
Phone: (515) 290-6024	Email	<u>cyclonenation23@gmail.com</u>	

Classification Class C Liquor License (LC) (Commercial)

Term: 12 months

Effective Date: 04/16/2018

Expiration Date: 01/01/1900

Privileges:

Class C Liquor License (LC) (Commercial)

Outdoor Service

Sunday Sales

*Submitted
+
Paid for*

Status of Business

BusinessType:	<u>Limited Liability Company</u>		
Corporate ID Number:	<u>XXXXXXXXXX</u>	Federal Employer ID	<u>XXXXXXXXXX</u>

Ownership

Alfonso Medina-Santillan

First Name: Alfonso

Last Name: Medina-Santillan

City: Marshalltown

State: Iowa

Zip: 50158

Position: Owner

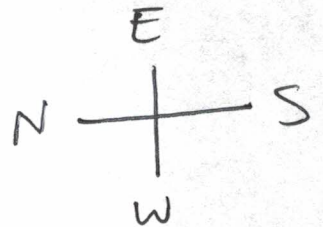
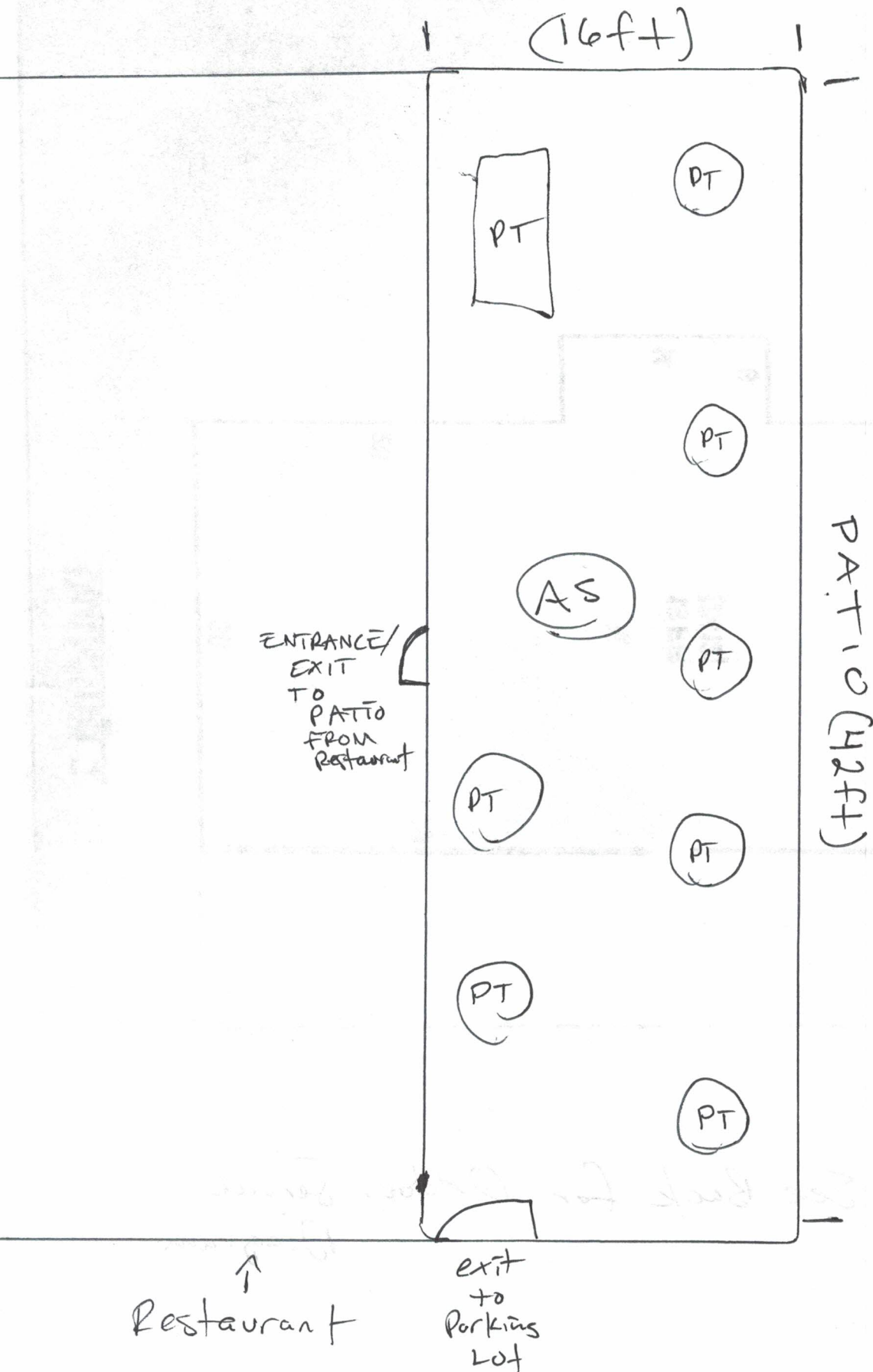
% of Ownership: 100.00%

U.S. Citizen: Yes

Insurance Company Information

Insurance Company: <u>Integrity Insurance</u>	
Policy Effective Date:	Policy Expiration
Bond Effective	Dram Cancel Date:
Outdoor Service Effective	Outdoor Service Expiration
Temp Transfer Effective Date	Temp Transfer Expiration Date:

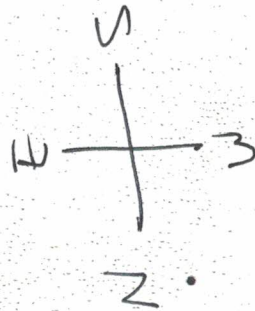
Outdoor Service Area



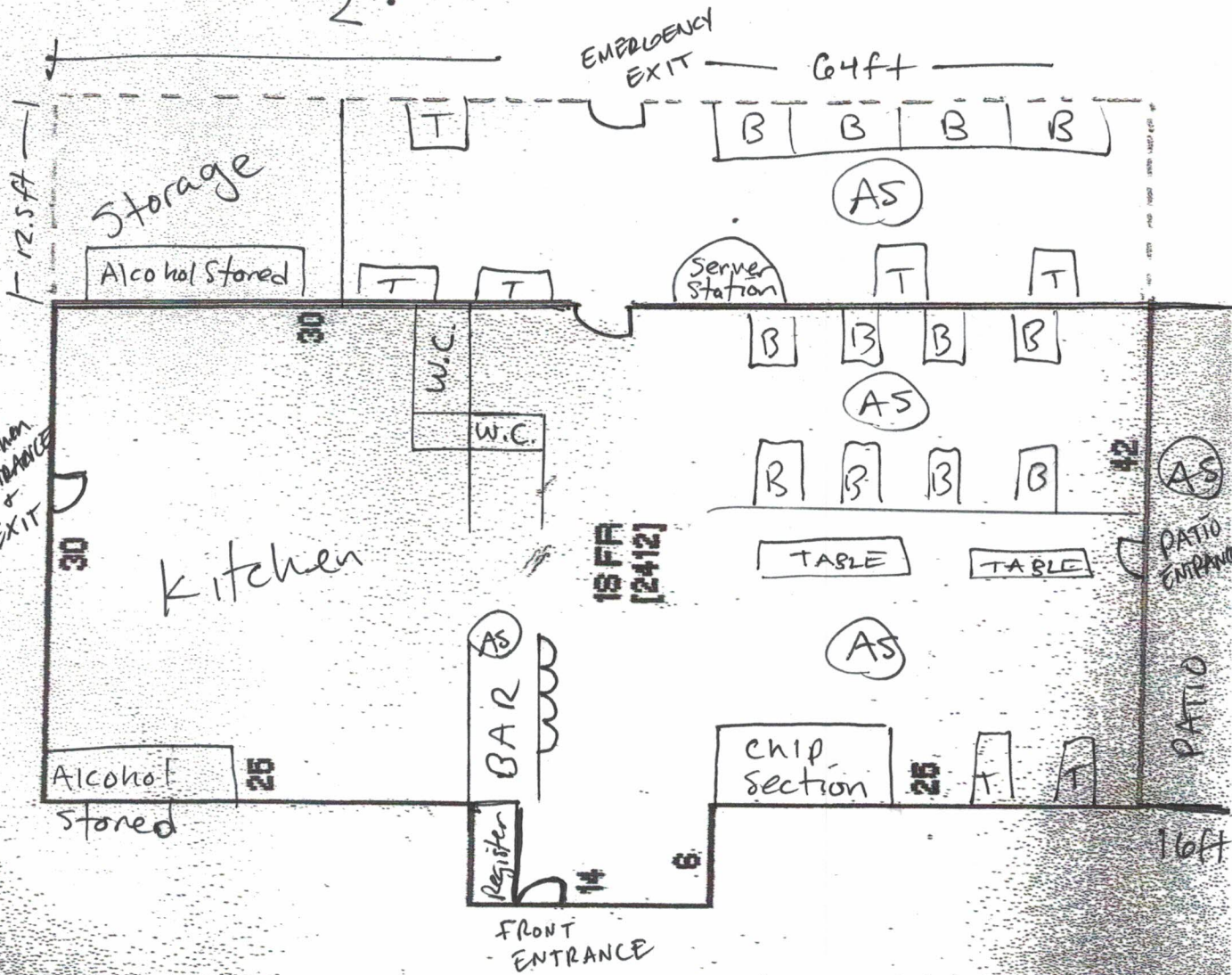
PT = Patio Table

AS = Alcohol Served

Floor Plan + Dimensions



Building 1



(AS) = Alcohol Served + Consumed

T = Table

B = Booth



EXAM FORM NO. 5019
CERTIFICATE NO. 12125439

ServSafe® CERTIFICATION

TO **ALFONSO MEDINA**

for successfully completing the standards set forth for the ServSafe® Food Protection Manager Certification Examination,
which is accredited by the American National Standards Institute (ANSI)–Conference for Food Protection (CFP).

03/16/2015

DATE OF EXAMINATION

03/16/2020

DATE OF EXPIRATION

Local laws apply. Check with your local regulatory agency for recertification requirements.



#0655

Sherman Brown
Sherman Brown
SVP, National Restaurant Association Solutions

In accordance with Maritime Labour Convention 2006, Resolution ADM N 068-2013 (Regulation 3.2, Standard A3.2).

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Contact us with questions at 175 W Jackson Blvd. Ste 1500, Chicago, IL 60604 or ServSafe@restaurant.org.



Joel Greer, Mayor
Jessica Kinser, Administrator
Diana Steiner, Finance Director
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5760
Fax - (641) 754-5781

FINANCE DEPARTMENT

March 22, 2018

To: Mayor Joel Greer
Members of the City Council

From: Diana Steiner, Finance Director

Re: State Revolving Fund (SRF) and State Sponsored Project

The Iowa Department of Natural Resources (DNR) has a consent decree with the City, and the next project is the Manhole and Pipe Repair project. In 2017, staff decided to plan on using the State Revolving Fund (SRF) to finance this project in order to allow the City to be eligible for sponsored project funding. DNR has approved the City's Intended Use Plan (IUP) in September 2017 for the manhole project in the amount of \$2.9 million. The City also applied for \$290,000 or 10 percent of the targeted loan amount for a sponsored project, which was ultimately approved. The current interest rate is 1.75% for loans of up to 20 years. There is a .5% origination fee upfront and a .25% annual servicing fee on outstanding principal. In order to complete the loan, a financial analysis of the City's wastewater rates will need to be conducted. The Iowa Finance Authority will pay up to \$4,000 to Speer Financial for this work which does not count towards the City's loan amount. The City will still need to hold a public hearing to establish the authority to borrow funds.

There are multiple benefits of using an SRF loan rather than a General Obligation or revenue bond. Interest rates are usually lower, and if interest rates do fall then the City's interest rate can be lowered. The City will pay interest on the outstanding principal based on how much of the loan has been drawn down versus receiving all funds at once and making principal and interest payments immediately. There is no penalty for early payment. No Official Statement or bond rating is required, so the costs from bond counsel will be less. Also, the Iowa Finance Authority pays for all or some of Speer Financial's costs rather than the City having to do so.

Another benefit of borrowing from the State Revolving Fund for wastewater projects is the ability to then submit an application for Sponsored Project funding. This allows a borrower to apply for up to 10 percent of the amount to be borrowed to use towards a water quality project. This 10

City Council
Susan Cahill, Leon Lamer, Mike Gowdy,
Al Hoop, Gabriel Isom, Bill Martin, Bethany Wirin



percent is actually a rebate of future interest payments upfront for project funding, meaning that the City would be paying the 10 percent no matter what, but now has these dollars given back to address water quality. After the SRF project loan is complete, the Iowa Finance Authority would process a loan amendment for the additional 10 percent. They would take the 10 percent (or \$290,000) and add it back to the principal and commensurately reduce the interest rate so that the total principal and interest to be paid over 20 years is equal to what the total would have been without the Sponsored Project.

The City's application for the Sponsored Project funding included multiple possible projects around the City, which would address water quality. Some of the projects included a green parking lot at the new Police and Fire Building, dredging of the stormwater detention ponds on the south side of the City, floodway improvements along Brady Creek, and more. On the November 27th City Council meeting, we discussed the projects that were submitted and asked the City Council to identify one of the projects as a priority. This selection was the City-owned parking lot at Church and 1st Streets. We used this project to apply for a Water Quality Initiative grant, which we were not successful in obtaining. However, we can apply again with this same parking lot project in December 2018 (assuming funding is still available). The maximum amount the City can receive in Sponsored Project funding is \$290,000, but that is only if we borrow \$2.9 million or more from the State Revolving Fund.

Attachment: About SRF document

cc: Jessica Kinser, City Administrator

City Council

Susan Cahill, Leon Lamer, Mike Gowdy,
Al Hoop, Gabriel Isom, Bill Martin, Bethany Wirin





About SRF

The State Revolving Fund (SRF) is the best choice to finance the design and construction of Iowa water and wastewater infrastructure.

The Clean Water SRF funds wastewater treatment, sewer rehabilitation, and stormwater quality improvements, as well as non-point source projects.

The Drinking Water SRF funds water treatment plants or improvements to existing facilities, water line extensions to existing unserved properties, water storage facilities, wells, and source water protection efforts.

The Department of Natural Resources (DNR) and the Iowa Finance Authority (IFA) jointly administer the SRF. The DNR administers the environmental and permitting aspects to get projects ready for financing. This includes engineering and design approval and construction permits. DNR staff assists applicants through the environmental review process. IFA manages the financing side of the programs. IFA staff works with applicants on loan approvals and disbursements.

Eligibility

Clean Water Loan Program

Publicly owned wastewater treatment works, including those owned by cities, counties, sanitary districts, and utility management organizations are eligible.

For non-point source projects, both public and private entities are eligible, including farmers, landowners, watershed organizations, landfills and rural homeowners.

Drinking Water Loan Program

Public and private community water systems whether they are for profit or not for profit, nontransient noncommunity public water supplies if they are either publicly owned or are not for profit and transient noncommunity systems if they are owned by government entities are eligible.

Types of Loans

Construction Loans

SRF has the lowest cost funds compared to other financing options, with interest rate of 1.75% for loans of up to 20 years. The extended loan term is up to 30 years, based on the average life of the project components, for all Clean Water SRF loans. Communities considered disadvantaged under DNR rules can receive 1.75% on loans from 20-30 years. Other extended term loans will be at 2.75%. For Drinking Water SRF loans, only disadvantaged communities (based on Community Development Block Grant criteria) can qualify for extended terms and the interest rate is 1.75%. There is a 0.5% origination fee and a 0.25% annual servicing fee on outstanding principal.

Planning & Design (P&D) Loans

P&D Loans are offered at 0% interest for up to three years to cover engineering and project development costs. P&D loans can be rolled into an SRF construction loan, or paid off with other permanent financing.

Source Water Protection Loans

These loans are offered at a 0% interest rate and can help public water supplies acquire land and conservation easements from willing sellers, or fund source water protection practices in their wellhead or source water protection areas.

Non-point Source Loans

Low-interest loans are available to public and private borrowers to address stormwater management, inadequate septic systems, landfill closure, lake restoration, soil erosion control, brownfield cleanup, manure management and much more.

Intended Use Plans (IUPs)

The Intended Use Plans (IUPs) for the Clean Water SRF and the Drinking Water SRF outline the amounts of funding available and the planned uses (including project priority lists). The IUPs are published quarterly with an opportunity for input by stakeholders and program users before approval by the Iowa Environmental Protection Commission.

SRF Forms

SRF Operating Procedures

The State Revolving Fund: Investing in Iowa's Water

Iowa Finance Authority: 800.432.7230 | Iowa Department of Natural Resources: 515.725.0498



AMENDMENT FOR ENGINEERING SERVICES

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

February 28, 2018

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

RE: Agreement Amendment for Engineering Services
Marshalltown Manhole and Point Repair Project
FOX File No. 2407-15A
City Project No. 59016002

Dear Mr. Nickel:

Thank you for contacting FOX Engineering Associates, Inc. regarding your need for additional engineering services related to the **Marshalltown Manhole and Pipe Repair Project**, hereafter referred to as the Project. We are pleased to submit this amendment to our scope of services to the current agreement dated September 26, 2016. Based on approximately eight locations of sanitary sewer repairs, additional services will be required to acquire property boundaries and easements to allow the construction to occur. The following modification or additional scope of services will be included in the attached Amendment to the Agreement for Engineering Services for this project:

- Easement Acquisition
- Boundary Survey
- Consultation Services
- Construction Administration
- Construction Observation
- Record Drawings
- Construction Staking

It is anticipated that the project will require land acquisition services for the city's existing sanitary sewer infrastructure at seven locations.

Scope of Services

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

Task 200 – Consultation Services

FOX Engineering will complete the necessary revisions and updates to the Iowa Department of Natural Resources (IDNR) consent order project list and schedule. FOX will then submit the revisions to the IDNR.

Task 470 – Easement Acquisition

FOX Engineering will complete the necessary easement acquisition services including obtaining available information in regard to existing easements, meeting with property owners, developing the easement documents, and closing on the properties after the documents have been executed. It is anticipated that easements will be required from approximately twelve (12) properties. This does not include the cost of the easements, condemnation services, or attorney fees.

Task 530 - Property Survey

FOX Engineering will complete the necessary property surveys as required to develop the easement acquisition documents for the project. It is anticipated that property surveys will be required from approximately twelve (12) properties.

Task Series 600 - Construction Administration

Complete sanitary sewer project administration as follows (anticipate approximately 52 weeks for construction):

- Pre-Construction Meeting
- Shop Drawing Review
- Correspondence
- Coordinate Field Orders, Work Change Directives, and Change Orders
- Site Visits to Review Construction Progress
- Progress Meetings with the Contractor and City Staff
- Project Management during Construction Phase

Task Series 700 - Construction Observation

FOX Engineering will complete construction observation services including the following:

- Full time observation during construction activities (anticipate an average of approximately 36 hrs/week for 52 weeks of construction)
- Coordination with Contractor
- SWPPP Reporting
- Attendance at Progress Meetings
- Development of Punch list Items for out of specification work.

Task Series 684 - Record Drawings

This work includes completing as-built drawings of the recorded construction progress from available contractor and observer documentation.

Task Series 800 - Construction Staking

Complete construction survey for staking elevations of proposed sanitary sewer lines, manholes, and connections as necessary for construction.

Fees and Schedule

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

-
- Consultation Services - \$5,000.00 - Hourly Estimated
 - Easement Acquisition - \$57,000 - Fixed Fee
 - Property Survey - \$11,500 - Fixed Fee
 - Construction Administration - \$99,200 – Fixed Fee
 - Construction Observation - \$198,900 - Hourly Estimated
 - Record Drawings - \$9,800 – Fixed Fee
 - Construction Staking - \$17,700.00 - Hourly Estimated

The total additional fees for engineering design and construction phase services is \$399,100.

We will be able to start work on the Project within 10 days of our receipt of a signed agreement from you. The approximate benchmark dates for this project are:

- Easement Acquisition – July 20, 2018
- Property Survey – April 6, 2018

Schedule for construction phase will be determined by Contractor construction progress. The following is the anticipated schedule for the project to completion:

- Began Construction - July 2018
- Substantial Completion - June 2019
- Final Completion - August 2019
- Record Drawings - December 2019

If there are protracted delays for reasons beyond our control, we would expect to negotiate with you an equitable adjustment of the fees and schedule, taking into consideration the impact of such delay.

Special Notes

1. If you have special contact or communication requirements, please advise us accordingly.
2. Please make available to us all pertinent existing data as well as complete information as to your requirements, including any special or extraordinary services.
3. Please advise us in writing at an early date if you have budgetary limitations for the project. FOX will endeavor to work within the budget limitations provided. Upon request, we will submit to you at milestones in the project, our opinion as to the probability of completing the project within your budget, and, where appropriate, request an adjustment in the budget or a revision in the extent of the project.
4. The fees presented do not include any additional environmental assessments or a geotechnical exploration. As requested and deemed necessary, FOX Engineering will provide assistance to the City of Marshalltown for completion of these services or the contract can be amended to include them.

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

Respectfully Submitted,
FOX Engineering Associates, Inc.



Project Manager
Steven Soupir, P.E., CFM



President
Keith Hobson, P.E.

Attachments: Exhibit K - Amendment No. 3

AMENDMENT NO. 3 TO OWNER-ENGINEER AGREEMENT

1. Background Data:

- a. Effective Date of Owner-Engineer Agreement: September 26, 2016
- b. Owner: City of Marshalltown, Iowa
- c. Engineer: FOX Engineering Associates, Inc.
- d. Project: Manhole and Pipe Repair Project

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

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

3. Description of Modifications

Attachment 1, "Modifications"

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is March 12, 2018.

OWNER:

City of Marshalltown, Iowa

By: _____

Title: _____

Date Signed: _____

ENGINEER:

FOX Engineering Associates, Inc.

By: Karl Boh

Title: President

Date Signed: 2-23-18

This is **Attachment 1**, consisting of 2 pages, to Amendment No.3, dated February 26, 2018.

Modifications

1. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows:
 - a. Consultation Services
 - i. Includes updating project information and schedules for revisions to the Iowa Department of Natural Resources consent order.
 - b. Easement Acquisition
 - i. Complete the necessary easement acquisition services including obtaining available information in regard to existing easements, meeting with property owners, developing the easement documents, and closing on the properties after the documents have been executed. It is anticipated that easements will be required from approximately twelve (12) properties. This does not include the cost of the easements, condemnation services, or attorney fees.
 - c. Property Surveys
 - i. Complete the necessary property surveys as required to develop the easement acquisition documents for the project. It is anticipated that property surveys will be required from approximately twelve (12) properties.
 - d. Construction Administration for a construction period of 52 weeks.
 - i. Pre-Construction Meeting
 - ii. Shop Drawing Review
 - iii. Correspondence
 - iv. Coordinate Field Orders, Work Change Directives, and Change Orders
 - v. Site Visits to Review Construction Progress
 - vi. Progress Meetings with the Contractor and City Staff
 - vii. Project Management during Construction Phase
 - e. Construction Observation
 - i. Full time observation during construction activities (anticipate an average of approximately 36 hrs/week for 52 weeks of construction)
 - ii. Coordination with Contractor
 - iii. SWPPP Reporting
 - iv. Attendance at Progress Meetings
 - v. Development of Punch list Items for out of specification work.
 - f. Record Drawings
 - i. This work includes completing as-built drawings of the recorded construction progress from available contractor and observer documentation.

- g. Construction Staking
 - i. Complete construction survey for staking elevations of proposed sanitary sewer lines, manholes, and connections as necessary for construction.
- 2. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional compensation:
 - a. Consultation Services - \$5,000 – Hourly Estimated
 - b. Easement Acquisition - \$57,000 – Fixed Fee
 - c. Property Survey - \$11,500 – Fixed Fee
 - d. Construction Administration - \$99,200 – Fixed Fee
 - e. Construction Observation - \$198,900 - Hourly Estimated
 - f. Record Drawings - \$9,800 – Fixed Fee
 - g. Construction Staking - \$17,700 - Hourly Estimated

The total additional fees for engineering design and construction phase services is \$399,100.

- 3. For compensation of the distribution of plans and specifications during the bidding phase, add the following to Exhibit B:

B. Other Provisions Concerning Payment Under this Paragraph B1.02

- 1. Prior to advertising for bids, the Engineer will determine and set an average unit price fee associated with the cost of preparation and distribution of paper copies of project documents (including drawings, plans, specifications and addenda) to prospective bidders, subcontractor bidders, suppliers and contractor plan room services. This unit price shall include all costs associated with preparation and distribution, including but not limited to printing, assembling, packaging and shipment costs. The Owner shall pay the Engineer an amount equal to this unit price multiplied by the number of documents produced and distributed in accordance with Iowa law. This shall also include the costs of electronic distribution of project documents at a different unit price.
- 4. The schedule for the additional services provided for this project is as follows:
 - a. Reference Exhibit E, Project Schedule; add the following items:
 - i. Easement Acquisition - July 20, 2018
 - ii. Property Survey –April 6, 2018
 - iii. Construction phase services – August of 2019 (Tentative)



Joel T.S. Greer, Mayor
Jessica Kinser, Administrator
Justin Nickel, Public Works Director
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5734
Fax - (641) 754-5793

DEPARTMENT OF PUBLIC WORKS

March 6, 2018

To: Mayor James L. Lowrance
Members of the City Council

From: Justin Nickel
Director of Public Works

Re: Amendment to Professional Services Agreement– Fox Engineering Associates, Inc. for design and construction administration services in the amount of \$399,100. The services are necessary to complete easement acquisition and construction administration for the Manhole and Point Repair project (59016002).

Policy Issue: City policy requires Governing Body approval of professional services agreements.

Recommendation: Staff recommends approving the amendment to Agreement with Fox for easement acquisition and construction administration services.

Background: Fox has prepared a not to exceed amount of \$399,100 to prepare and acquire eight sanitary sewer easements. The fee also includes construction observation assuming 36 hours of observation time each week for one year. Please see all the details of services provided in the attached agreement.

Budget Impact: There are sufficient sanitary sewer funds to accept this agreement.

Attachment: Agreement Amendment

cc: Jessica Kinser, City Administrator

City Council
Leon Lamer, Mike Gowdy, Joel Greer, Al Hoop
Bill Martin, Dan Kester, Bethany Wirin



RESOLUTION APPROVING AMENDED ENGINEERING SERVICES AGREEMENT #1
FOR THE MARSHALLTOWN MANHOLE AND PIPE REPAIR PROJECT # 59016002 FOR
FOX ENGINEERING ASSOCIATES, INC
AN INCREASE OF \$399,100.00

WHEREAS the City of Marshalltown, Iowa, has heretofore entered into a contract with Fox Engineering Associates, Inc. dated September 26, 2016 for the engineering services for the Marshalltown Manhole and Pipe Repair Project #59016002

WHEREAS an increase is requested for additional items to complete the project.

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

Section1. That the new contract for the Marshalltown Manhole and Pipe Repair Project, in the increased amount of \$457,100.00 is hereby accepted and approved.

Passed this 12th day of March 2018, and signed this _____ day of _____, 2018.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

MARSHALLTOWN

— I O W A —

City Administrator's Office

Joel Greer, Mayor
Jessica Kinser, Administrator
Shari L. Coughenour, Clerk
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5799
Fax - (641) 754-5717

To: Mayor Greer and the City Council
From: Jessica Kinser, City Administrator
Date: March 22, 2018
RE: **Sale of 519 N. Center St**

Policy Issue: Council must set a public hearing for the sale of property

Recommendation: To approve the resolution as proposed and set the public hearing

Background: The City acquired 519 N. Center Street on a tax certificate through the County Treasurer after it was not purchased on the public nuisance tax sale in June 2017. This property was abandoned and had multiple nuisance abatements assessed against the property in recent years. It was also a property that caught fire in late 2016. The City demolished the property in late 2017, and did not assess the costs of the demolition knowing that we were trying to acquire the property.

The City was issued a tax deed on January 9, 2018. At the March 6th Board of Supervisors meeting, the past due property taxes and special assessments were removed from the property. On March 7th, we issued a Request for Sealed Bids for the property, due on March 21st at 10am. We received one bid of \$5,001 from Galinda Reyes of 3 Marion Street, which is right next door.

The bid was much higher than what we anticipated, and leave it to the Council's discretion on accepting this bid or negotiating a different price based on other recent property sales.

Budget Impact: Funds could be deposited in the Dangerous and Dilapidated Building Fund for upcoming and future projects.

Attachment: Resolution and Bid

City Council
Susan Cahill, Michael Gowdy, Al Hoop,
Gabe Isom, Leon Lamer, Bill Martin, Bethany Wirin



Affidavit of Publication

STATE OF IOWA,
Marshall County, ss.

City of Marshalltown
Request for sealed bids for the sale of 519 North Center
Street

I, LeAnn Siemens, being first duly sworn, on oath depose and say that Marshalltown Newspaper, LLC is a corporation for pecuniary profit organization under the law of the State of Iowa, with its principal place of business in Marshalltown, Iowa; that the "Times-Republican" is a daily newspaper of general circulation printed wholly in the English language and published by said corporation at the city of Marshalltown, in Marshall County, Iowa; that I am the Accounting Manager of said corporation and a full time employee of the said newspaper, and have personal knowledge of the facts stated herein; that the Notice hereto attached in the above entitled action was published in the regular daily edition of the said "Times-Republican" for:

One

consecutive weeks on the days and dates as follows, to-wit
March 12, 2018

Statutory fees for publishing said notice are:
9.37

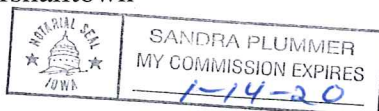
LeAnn Siemens

Sworn to before me and subscribed in my
presence by the said LeAnn Siemens, this
Thirteenth Day of March, 2018

Sandra Plummer

Sandra Plummer, Notary Public
Marshall County, Iowa
Commission No. 766297
Commission Expires January 14, 2020

Account No. and Account Name
L02000 City of Marshalltown





Hi my name is Galinda
Reyes

I am offering 5001.00 dollars
for the property of
519 North Center st

cell. 641 328 3735



TENTATIVE RESOLUTION PROVIDING FOR THE
CONVEYANCE AND TRANSFER OF TITLE
TO THE PROPERTY HEREIN DESCRIBED
FROM THE CITY OF MARSHALLTOWN, IOWA
TO GALINDA REYES

WHEREAS the Council of the City of Marshalltown, Iowa finds it is in the best interest of the City and proposes to transfer property set out and described in Section 1 hereof to the adjacent property owners, GALINDA REYES; and

WHEREAS the consideration for the transfer of the real estate to GALINDA REYES / MODESTO RIVERA, as set forth in Section 1, is the full sum of \$ 5,001.00 (five thousand one and 00/100) Dollars including costs of transfer and publication, said sum payable to the City of Marshalltown; and

WHEREAS the property being transferred by the City of Marshalltown, Iowa to GALINDA REYES is real estate which is not being used to the full advantage of the City, and is not required for any other public purpose, and no rights of private persons will be adversely affected; and

WHEREAS the City of Marshalltown hereby proposes the transfer of said property, subject to easements being retained and rights of way of utilities, and access to and maintenance of said utilities. Said easements, rights of way and access will be retained until such time as the utility no longer utilizes or needs facilities in this location.

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

Section 1. The City of Marshalltown, Iowa, by this Tentative Resolution, proposes to transfer and convey title by Quit Claim Deed to the following described property GALINDA REYES and said property is described as follows, to-wit:

519 N Center Street, legally described as follows:

The West 1/2 of the North 55 feet of the West 1/2 of Lot 4 of the Southwest Quarter of the Northeast Quarter of Section Twenty-six in Township 84 North, Range 18 West of the 5th PM, Marshall County, Iowa, subject to easements and restrictions of record..

Section 2. That the consideration for the above-referred to real estate being transferred in Section 1 to GALINDA REYES, shall be the sum of \$ 5,001.00 (five thousand one and 00/100) Dollars, including costs of transfer and publication, payable to the City of Marshalltown, Iowa.

Section 3. The City of Marshalltown hereby proposes the transfer of said property, subject to easements being retained and rights of way of utilities, and access to and maintenance of said utilities. Said easements, rights of way and access will be retained until such time as the utility no longer utilizes or needs facilities in this location.

Section 4. The City Clerk shall cause to be published the notice required by law, by publication once in the Marshalltown Times-Republican, a newspaper having general circulation in the City of Marshalltown, Iowa, the publication to be not less than four (4) days nor more than twenty (20) days prior to the date hereinafter fixed in the City Hall, 10 W State Street, Marshalltown, Iowa, on April 9, 2018, to consider any and all comments filed with the City Clerk or made in open council to the proposal for conveyance as herein contained and to take final action thereon.

Passed this 26th day of March, 2018, and signed this ___ day of March, 2018.

CITY OF MARSHALLTOWN, IOWA

Joel Greer

ATTEST:

Shari L. Coughenour, CMC, City Clerk

NOTICE OF PUBLIC HEARING

PUBLIC NOTICE is hereby given that there is now on file in the Office of the Clerk of the CITY OF MARSHALLTOWN, IOWA, a Tentative Resolution wherein it is proposed to convey and transfer by Quit Claim Deed the following described properties in Marshalltown, Marshall County, Iowa, legally described as:

The West 1/2 of the North 55 feet of the West 1/2 of Lot 4 of the Southwest Quarter of the Northeast Quarter of Section Twenty-six in Township 84 North, Range 18 West of the 5th PM, Marshall County, Iowa, subject to easements and restrictions of record.;

from the City of Marshalltown to GALINDA REYES. The consideration for such conveyance shall be the sum of \$ 5,001.00 (five thousand one and 00/100) Dollar, plus other good and valuable consideration, and costs of transfer and publication.

The final action on the Tentative Resolution now on file will be taken at a meeting of the City Council to be held in the City Council Chambers, City Hall, 10 W State Street, on April 9, 2018, at 5:30 PM, Central Standard Time, at which time and place hearing will be had on any bids or comments made in writing or orally at said hearing to the proposed conveyance and the Council will take final action on the resolution now on file.

This notice is given as required by Section 364.7 of the Code of Iowa.

Shari L. Coughenour, City Clerk of Marshalltown Iowa.

RESOLUTION ADOPTING TENTATIVE RESOLUTION
PROVIDING FOR THE CONVEYANCE AND TRANSFER OF TITLE
BY THE CITY OF MARSHALLTOWN, IOWA
TO GALINDA REYES
TO THE PROPERTY DESCRIBED HEREIN AND
AUTHORIZING EXECUTION AND DELIVERY OF QUIT CLAIM DEED

WHEREAS the Council of the City of Marshalltown, Iowa did, on the 26th day of March, 2018, place on file a Tentative Resolution whereby it proposed to sell, dispose of and convey the title of the CITY OF MARSHALLTOWN, IOWA to GALINDA REYES, the property, located in Marshalltown, Iowa, herein after described; and

WHEREAS published notice as required by law of the intended conveyance by the CITY OF MARSHALLTOWN, IOWA, of the real estate owned by it and described hereinafter has all been duly published and no other bids or objections to the proposed conveyance have been filed in writing with the City Clerk and no objections thereto are made in open Council meeting to the proposed conveyance for the consideration as therein described and as heretofore set forth and that this is the time and place provided for in said Tentative Resolution and in the published notice for this Council to take final action upon said Tentative Resolution; and

WHEREAS the purpose of this Resolution is to authorize the conveyance by the CITY OF MARSHALLTOWN, IOWA, to GALINDA REYES, of the real estate hereinafter described subject to easements, rights of way and access for public utilities and sewers,

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

Section 1. The Tentative Resolution placed on file in the office of the Clerk of the CITY OF MARSHALLTOWN, IOWA, on the 26th day of March, 2018, whereby it is proposed to sell and dispose of and convey title of the CITY MARSHALLTOWN, IOWA, subject to easements, rights of way and access for public utilities and sewers as set out in Section 2, to the real estate located in the City of Marshalltown described as:

519 N Center Street, legally described as follows:

The West 1/2 of the North 55 feet of the West 1/2 of Lot 4 of the Southwest Quarter of the Northeast Quarter of Section Twenty-six in Township 84 North, Range 18 West of the 5th PM, Marshall County, Iowa, subject to easements and restrictions of record., subject to reservation by the City for existing right-of-way as a public street,

to GALINDA REYES, is hereby approved and adopted.

Section 2. The conveyance of the real estate as is described in Section 1 of this Resolution shall be by Quit Claim Deed, from the CITY OF MARSHALLTOWN, subject to easements, rights of ways and access being retained for said property for utilities, access and maintenance of utilities, and for such other municipal easement as presently exists. Said easements, rights of way and access will be retained until such time as their retention is no longer desired by the City of Marshalltown, Iowa.

Section 3. The Mayor and Clerk are hereby authorized to execute the Quit Claim Deed, as referred to herein and upon receipt of the consideration therein, deliver the deed to the Buyer and to do all things necessary to carry out said sale.

Passed this 9th day of April, 2018, and signed this ____ day of April, 2018.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor
ATTEST:

Shari L. Coughenour, CMC, City Clerk



Joel Greer, Mayor
Jessica Kinser, Administrator
Diana Steiner, Finance Director
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5760
Fax - (641) 754-5781

FINANCE DEPARTMENT

March 22, 2018

To: Mayor Joel Greer
Members of the City Council

From: Diana Steiner, Finance Director

Re: Cash Management Policy

Policy Issue: Council must approve changes to policies.

Background: The Cash Management Policy has been updated and was presented to you at the March 12th Council meeting. The only changes I made after this meeting was in Section 5 on page 20 regarding the code of ordinance references.

The update was needed for some of the following reasons:

1. To change the City's ability to charge credit/debit card users a transaction fee when paying their bills online (see page 11). Transaction fees may include the credit card processing fee as well as the transaction fee charged by the software company. At this time, the credit card processor would charge 2.95%, with a minimum charge of \$2, and the software company would charge a transaction fee of \$1.25. These fees could change in the future, but whatever the fees are, they will be passed on to the users of the online payment system.
2. Updated the Cash Flow Reserve Fund on page 8 so the designated reserve amount of 20% of expenditures in the General Fund Operating Budget will agree with the City Code of Ordinances Sec. 2-6. In the current policy, it states 15%.
3. Regarding bank types of accounts on page 19, the General Account can be used for deposits and withdraws. Prior to our new software implementation, we used a separate Accounts Payable bank account for withdrawals.
4. Money Market or Savings Accounts were added as an option (see page 19).
5. On page 18 investing responsibilities were changed from the City Treasurer/Finance Director and City Administrator to the City Treasurer/Finance Director or his/her designee

City Council
Susan Cahill, Leon Lamer, Mike Gowdy,
Al Hoop, Gabriel Isom, Bill Martin, Bethany Wirin



and/or City Administrator. This will allow the Accounting Manager to also make transactions, which is authorized in the Investment Policy.

6. Wording was updated to reflect new processes related to the implementation of our new financial software.
7. The section relating to number of days you can invest funds was reworded to reference current law (see page 18), which is set by the Iowa Legislature.
8. Other wording changes were made and outdated information was deleted.
9. The code of ordinances references were summarized at the end of the policy rather than quoting the code in detail.

To see the current policy, go to www.Marshalltown-ia.gov and click on Departments > Finance Department > Policies > Cash Management Policy.

Attachment: Cash Management Policy

cc: Jessica Kinser, City Administrator

City Council

Susan Cahill, Leon Lamer, Mike Gowdy,
Al Hoop, Gabriel Isom, Bill Martin, Bethany Wirin



RESOLUTION APPROVING AMENDMENT TO
CASH MANAGEMENT POLICY
UPDATING SAID POLICY
ORIGINALLY ADOPTED AUGUST 12, 1996 AND LAST REVISED AUGUST 16, 2006

WHEREAS the City Council for the City of Marshalltown, Iowa has previously approved a policy concerning the management and safety of City funds; and

WHEREAS the Council desires to update this policy to allow the charging of online fees to credit/debit card users; and

WHEREAS the Council desires to update this policy to be consistent with existing ordinances for the funding of the cash flow reserve fund and other penalties and fines; and

WHEREAS the Council desires to update this policy to reference current law; so that the policy does not need updated whenever the legislature makes changes to number of days for investments or other penalties allowed; and

WHEREAS the Council desires to update this policy to accommodate for changes in process due to new financial software; and

WHEREAS the Council desires to update this policy to eliminate other outdated references and put into place existing practices;

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

Section 1. That the Cash Management Policy, originally adopted August 12, 1996 and last revised August 16, 2006, be amended in accordance with the above listed provisions.

Passed this 26th day of March, 2018 and signed this __th day of March 2018.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN

CASH MANAGEMENT POLICY AND PROCEDURAL MANUAL

Original Publication: August 12, 1996
Revised: June 26, 2000, August 16, 2006
Last Revised: March 26, 2018

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1 - OBJECTIVES OF THIS POLICY

The Finance Department is responsible for the compliance and implementation of the following items:

Legal Requirements:

- Comply with federal, state and local laws, to include, but not limited to 1099's and W-2's.
- Uses Generally Accepted Accounting Principles (GAAP) while preparing the Comprehensive Annual Financial Report (CAFR)
- Adheres to state statutes concerning appropriations and expenditures, and fund classifications i.e., Road Use Tax, Grants, Employee Benefits, Business type fund.
- Insures legal publication compliance for annual Financial Reports, Budget, Amendments, Bond Sales, Audits or any other publications as may be required from time-to-time.

Money Management:

- Facilitates preparation of annual operating and multi-year capital budgets
- Determines cash flow based on revenues, current and future budgeted needs, spending trends, and debt retirement
- Maximizes interest earnings through approved, competitively bid investments
- Pays all expenses of the City as approved by the Council
- Manages cash allocations to the Capital Plans and Cash Reserve funds as approved by Council
- Reconciliation of checks written, ACHs, wires and deposits made
- Monitors all cash transactions for internal safety and accounting integrity
- Negotiates banking services contract after a competitive bid.
- Monitors all financially related transactions

Budget Administration:

- Prepares budget tool for department head preparation to facilitate ease and flexibility without sacrifice to data integrity
- Facilitates preparation of revenues
- Prepares revenue and expenditure budgets for: Finance, Data Processing, Mayor, City Council, General Government, Other Social Services, Other Community & Economic Development, , Debt Service Funds, General and Tort Liability Insurance, the Employee Benefit Fund, , Police & Fire Retirement Fund , Emergency Fund, Local Option Sales Tax Fund, Tax Increment Financing (TIF) Fund and related Capital Projects funds,

- Prepares wage and benefit funding levels for all departments
- Prepares documents for Council review and approval of budget
- Monitors all departmental budgets for compliance during the fiscal year, making recommendations to Council concerning shortfalls in revenues or over-spending
- Prepares and presents public information and education for general population, civic groups and the City website.

Accounts Receivable:

- Oversees accounts receivable, facilitating and monitoring billing, collection and receipting monies from: tax collections, rentals, licenses & permits, user fees, rents, fines, intergovernmental grants, interest income, donations, special assessments, sales taxes and parking tickets

Accounts Payable:

- Approve purchase requisitions \$10,000 or more from other departments
- Review and approve payment requests for all departments
- Processes all payments for the City
- Prepares Form 1099's as required by federal law
- Prepares Iowa Sales Tax Return
- Maintains good public relations with vendors
- Prepares list of bills for Council and publications
- Insures compliance with City Purchasing Policy and procedures

Payroll:

- Maintains employee payroll records to insure proper pay, deduction processing, union contract and personnel manual compliance
- Pays employees bi-weekly based upon time sheets approved and submitted from each department
- Processes federal and state taxes, voluntary deductions (i.e., life insurance, deferred comp), garnishments, and supplemental compensation (i.e., car allowance, clothing allowances and taxable meals).
- Prepares all federal and state reports (i.e., IRS Form 941, W-2's, Iowa Withholding, Iowa Unemployment, MFPRSI, IPERS, Census Bureau, etc.)

Insurance:

- Maintains insurance coverage for general, liability and bonds city wide
- Maintains location, cost and coverage records for facilities, road equipment, park equipment, vehicles, etc.

Data Processing:

- Provides and maintains functional hardware and software programs to process all payables, cash receipts, accounts receivables, payroll, general ledger, fixed assets, purchasing, project accounting, budgetary reporting, special reporting, data base, spreadsheet, word processing and associated operating system software.
- Facilitates access on network and accounting software for all departments
- Trains users on current software for accounting and network applications
- Gives daily attention to validating input/output, back-up procedures, operations analysis and troubleshooting
- Seeks out and selects additional software/applications to efficiently achieve the goals of the department

General Accounting:

- Generates reports for Mayor, Council, City Administrator, City departments, and citizens
- Prepares all audit schedules in anticipation of required annual examinations
- Maintains buildings, vehicles and equipment and furniture as fixed assets
- Manages disposal of asset records
- Prepares depreciation schedules for all capitalized assets
- Compiles necessary financial reports for various grants and 28E Agreements
- Generates reports for all financial aspects to other agencies, i.e.: investments, group health insurance, actuarial, insurance companies, etc.
- Adheres to the retention policy of financial documents through electronic means and/or the safe keeping of physical documents

2 - INTRODUCTION

2.1 Overview

OVERVIEW

Internal control represents an organization's plans, methods, and procedures used to meet its missions, goals, and objectives and serves as the first line of defense in safeguarding assets and preventing and detecting errors, fraud, waste, abuse and mismanagement. Internal control provides reasonable (not absolute) assurance that an organizations' objectives are achieved through 1) effective and efficient operations, 2) reliable financial reporting, and 3) compliance with laws and regulations.

This internal control/cash management policy is in compliance with the Investment Policy of the City of Marshalltown. It is, however, to compliment the Investment, Purchasing, Debt Management and any other policies relating to the fiscal management of the City, and it does not supersede them. It is very important that these policies are not substituted for the commitment, on the part of all staff handling any City assets, to prudent management, sound judgment, knowledge and experience. All officials dealing with cash shall be insured and/or bonded. Annually, the external auditors review the policy and test transactions to determine if the internal controls are being followed.

The establishment and maintenance of a good internal control system helps to ensure the integrity of the financial reports and assist the officials responsible in maintaining custody over assets (both cash and capital assets). In addition, a good internal control system may increase the external independent auditor's reliance on the system; which can result in a decrease in the amount of substantial testing. Managing cash is neither as simple, nor as narrow as it may seem. The scope of cash management ranges from specific cash management tools for cash collections and cash disbursements to the identification and planning of needed funds, and the investment of idle funds all within the scope of bond covenants, federal regulations, state statutes, local policies and prudent judgment.

In most governmental organizations, it is the financial officer's responsibility for the financial activities of the governmental unit, including cash management and the maintenance of an adequate system of internal control. The financial officer must:

- Identify potential financial errors or irregularities which might occur.
- Systematically document and evaluate the existing systems of internal control throughout the governmental unit and identify significant instances of under or over-controlled, cumbersome practices.
- Identify and articulate the factors to consider in assessing the practicality of suggested system improvements, and initiate revisions in law or policy to improve the control system.

- Identify potential revenue sources and efficiencies to reduce or optimize expenditures.
- Monitor revenue collections and disbursements (see Purchasing Policy for disbursement guidelines).
- Manage bank accounts and cash management products and services. This includes bank selection, working relations and negotiating service fees.
- Insure liquidity forecasting and management.
- Account for and control bank accounts, investments, budgets and financial forecasts (long-range planning).
- Manage debt. This includes monitoring for prudent debt ratios, decisions to borrow from banks or to issue debt instruments, negotiation of debt terms and repayment sources.

To insure that all of these objectives are met is ultimately the responsibility of the City Council. Through monthly financial and budget reports, not less than quarterly meetings of the Investment Advisory Committee and the annual audit, the Council can insure compliance and continued financial stability for the City.

WHAT ARE THE SOURCES AND USES FOR CITY FUNDS?

Normally, the current year's budget receives the limelight. However, not all cash belonging to the City is intended for immediate use. Some expenditures project into the future. Usually these are capital by nature, either in infrastructure projects or equipment. The City has undertaken policies initiating funding the aforementioned items and created reserves.

Cash is segregated into separate funds in compliance with state statute and various accounting standards such as operating funds and project funds. In addition to different purposes, certain funds have different restrictions, especially those that are funded by taxes, such as road use tax, local option sales tax, property tax levies, etc.

Even though the purposes and restrictions may apply to City funds, important distinctions should be made about the timing needed for funds to be available. Operating funds require the cash to be available within any current fiscal year. Reserve funds, on the other hand, may not be needed for many years to come. The income generated by these long term cash funds is much more important than in the operating funds.

2 - INTRODUCTION

2.2 Types of Municipal Funds

TYPES OF MUNICIPAL FUNDS

General Fund - This fund is used for the regular operating expenditures of the City, i.e., Police, Fire, Housing, Library, Administration, Park & Recreation and Public Works wages and benefits.

The timing of the income and expenses is the most difficult management of this fund. The most dependent income for this fund is from property taxes, which traditionally come in large quantities in October and April with minimal revenues in the other months. The City is continually studying ways to be less dependent upon property taxes, examining user fees and revenues from other state and federal sources. This practice should be continued. Political pressures from the state and federal levels have influences on the demand for these funds (unfunded mandates) and control on how they are collected and distributed (tax credits which are not reimbursed) to the City. Cash management focuses on bridging gaps between inflows and outflows. By monitoring budget income and expense, forecasting the timing of future cash inflows and outflows, accelerating collections, managing disbursements and maintaining the safety of principal, the City can reduce and control the gap between inflows and outflows. Controls must be consistently administered to insure that money is not tied up in an investment when needed for payroll or invoice payments. The General Fund should not become dependent upon investment interest. Income from idle monetary assets should be a secondary goal; preservation of principal and liquidity should be primary.

Cash Flow Reserve Funds - The City has created a fund which would be used specifically to accumulate funds sufficient to bridge the gaps between inflows and outflows of cash for all City funds. Code of Ordinances Sec. 2-6 has been adopted which identifies funds for deposit into this Cash Reserve Fund, the accumulation of interest earnings, uses and projections upon reaching the goal of 20% of the expenditures of the General Fund Operating Budget. Investments for this fund need to preserve principal with a great deal of monitoring for liquidity as needs arise. For purposes of the Comprehensive Annual Financial Report (CAFR), this fund shall be classified as part of the general fund, but is designed to assist in the cash flow of the general checking account.

Capital Improvement Funds - These funds, which include the Capital Reserve Fund and the Capital Reserve-Building Maintenance Fund, were created to reflect capital expenses for equipment and facility maintenance items for activities of the General Fund. Another type of capital improvement fund, titled CIP Large Vehicle/Equipment Fund, is for the planned replacement and purchase of municipal vehicles or equipment for more expensive items such as a firetruck. Funds may accumulate for 2 to 10 years before they are needed. For this fund type, liquidity is predictable based upon the Capital Improvement Plan prepared as part of the budgeting process.

The funding source is a transfer from the Capital Improvement Levy (received under the CIP Collection Fund) which began July 1, 2000 after a referendum in November, 1999, allowed the City to levy \$.675 per \$1.000 of taxable valuation. A subsequent resolution designated 15% of these funds to be accumulated for large capital acquisitions. Other funds identified by the Council for this purpose can also be used. For the purposes of the Comprehensive Annual Financial Report (CAFR), this fund shall be classified as part of the General Fund.

Coliseum Fund - This fund was created to easily monitor the activities and costs associated with the Coliseum. The funding sources have been a portion of winter athletic fees earmarked for the Coliseum upkeep and a transfer from the General fund to cover expenses not covered by rentals. For purposes of the Comprehensive Annual Financial Report (CAFR), this fund shall be classified as part of the general fund.

Special Revenue Funds - The revenue source for this type of fund is principally from other governments and/or has very tight restrictions upon it. Examples of special revenue funds are: federal programs such as Rental Assistance, state programs such as Road Use Tax, grants, or donations for a specific purpose. Certain tax levies, by state statute, are required to be deposited into a special revenue fund. To reimburse the budgeted activity area for these expenses, cash is transferred to the general fund. Generally, special revenue funds are considered operating and are appropriated by Council action on a project or need basis with no accumulation or long-range purpose. Current practice transfers these funds providing the appropriate operating fund the necessary cash flow to sustain operating expenditures and accumulate appropriate interest on idle funds. It is recommended that this practice be continued upon adoption of this policy. Investments of these funds shall adhere to the same restrictions/purpose as the principal. At times, grants in these funds require purchases be made before reimbursement funds are available. City staff must insure timely filing of financial reimbursement requests to secure needed funds.

Capital Project Funds - Capital expenditures in this area are for planned construction projects. Upon Council acceptance of the project, a fund (or project number) can be created for monitoring and compliance purposes. Revenue sources for these expenditures may be special assessments, bond issues, federal and/or state grants or funds set aside from other operating budgets. Funds must be available as needed to avoid costly borrowing for interim financing. Thus, the cash flow forecasts, liquidity and safety of principal must be primary considerations. Generally, grants used for capital projects require purchases be made before funds are available for reimbursement. City staff must insure timely filing of financial reimbursement requests to secure needed funds.

Debt Service Funds - These funds are used for the retirement of outstanding notes or bonds and their associated interest and debt expenses (i.e., registrar fees). Traditionally the revenue source for this fund is property taxes or designated user fees. There may be requirements under the terms of outstanding bond indenture agreements. The time when the funds will be needed is known fairly accurately. If investment interest earnings are accumulated, it is considered a portion of the funds that will be available to retire the debt. The safety of principal is crucial when dealing with debt service funds. Expenditures of debt service funds are directly related to the issuance and retirement of the debt. Constant market monitoring may reveal possible savings through refinancing or restructuring of outstanding debt.

Tax Increment Financing debt pledges property taxes from newly created taxable value for the retirement of principal and interest. When incurring and structuring debt of this type, care should be taken to insure sufficient revenue growth will occur to retire the debt and related expenses.

Debt used to finance enterprise projects should demonstrate sufficient user's fees are available to support the debt and related expenses. Often, bond covenants will require additional reporting and levels of reserves to be maintained and properly demonstrated annually.

Enterprise Funds - These funds are financed and operated in a manner similar to private businesses where costs are recovered primarily through user fees, such as transit, compost, aquatic center concessions and water pollution control. . This fund type should contain operating, capital expenses and reserves for the exclusive use of the enterprise.

Internal Service Funds – This is an account for group insurance benefits, occupational insurance benefits, flexible benefits, and worker's compensation benefits provided to other departments on a cost reimbursement basis.

Agency Funds – These funds are used as a clearing account for cash resources collected by the City for distribution to the authorizing recipient. For example, sales tax due to the state.

3 - CASH RECEIPTS AND RECEIVABLES

3.1 - Internal Control

INTERNAL CONTROL

Proper control of cash and receivables is very important to the City. This is especially difficult (particularly with a limited staff) because a true segregation of duties and establishment of internal controls requires a clear-cut separation of activities. This is very challenging when responsibilities are shared. Without proper controls and policies, cash can be easily misappropriated; therefore, in accordance with good internal control, the following procedures need to be monitored and control must be established.

RECEIPT NUMBERING - All receipts must be pre-numbered

CASH DEPOSITS - Not less than daily, the Finance Department shall deposit all receipts of the City in accounts designated for such purpose in legal depositories, authorized by the City Council.

DIRECT DEPOSITS or- Electronic Fund Transfers (EFT) REMITTANCES. - Revenues due to the city such as property taxes, Road Use Tax Allocations, HUD payments or grant programs may be deposited directly into the accounts of the City with authorization of the City Treasurer/Finance Director and the respective agency. This method of fund transfer can be initiated by either the payer or the City. This mechanism can also be used for disbursements, i.e., automatic deposits for payroll or rent assistance payments. EFTs were designed as a cost-effective replacement for checks.

CREDIT CARD REMITTANCES - Payments for services may be accommodated using credit/debit card remittances for the payer's convenience when paying fines, tickets, etc. The surcharge may be passed on to the payer as long as the cardholder is notified prior to transaction completion.

WIRE TRANSFERS - With the wire transfer, only the payer can originate the remittance. The advantage to a wire transfer is its availability the same day. The disadvantage is the expense. Banks often charge a fee to initiate each wire and another fee from the receiving bank..

NIGHT DEPOSITS - Remote locations such as the swimming pools and compost facilities will be required to take daily receipts to the night deposit box of the banking institution designated for this purpose. The transit division is required to make, at a minimum, weekly deposits. This procedure will be followed to insure the safety of city receipts and to facilitate the bank deposit.

3 – CASH RECEIPTS AND RECEIVABLES

3.2 Receipt Payment Processing

CENTRALIZED COLLECTION POLICY

The more focused the City collection can be into one centralized collection point, the more efficient collection can become. All departments must use this centralized collection for funds due to the City unless specifically exempted such as the library, transit and parks and recreation fees. Advantages of a centralized collection program include:

- Less confusion for the public;
- Dedicated staff whose primary function is to collect monies due to the City. This person is familiar with City policy and feeschedules;
- Consolidation of accounts that combines debts of one citizen or customer from several departments, centralizes information on the customer or citizen who may use various names, company names or other related parties;
- Facilitates information collection on citizens or groups with poor payment or City service abuse histories, possibly preventing another collection problem, i.e., staff can monitor credit or rental histories on individuals or groups requesting permits, rent on facilities or other City services and can put a note on their account in the financial software to only accept cash or a credit card.
- Economies of scale (i.e., more than one delinquent bill with the City from different departments) can increase efficiency which makes the use of credit reporting services feasible and worthwhile; prevents other departments from setting up payment schedules or other payment arrangements which need to be monitored for compliance; and referring accounts to the collection staff or agency on a more timely basis;
- Decreases turn-around time from receiving department (point of collection) to

point of deposit (into the bank);

- Gives the City the ability to compare funds owed to debtor for services provided to the City to pay for outstanding balances.
- Gives the City the ability to initiate the payment to itself. An example of this occurs when the City reaches out each month and electronically taps its customer's bank accounts on a prearranged, pre-approved basis, such as for retirees health insurance contribution. This is an automated clearing house (ACH) debit.
- Allows the City to accept credit card payments at pre-approved sites. (ie. Accounts Receivable, Library, and Parks & Recreation).

In addition to the centralized billing and collection for services and materials, additional assistance, such as legal staff and collection agencies may be considered as part of a comprehensive collection policy.

PAYMENTS BY MAIL: Randomly, the Finance Director and/or Accounting Manager will open the mail and compare checks received for the day against the bank deposit and cash receipts report.

IN-PERSON CASH PAYMENTS - This procedure requires the immediate receipting of the payment into the cash register system, as the payer is standing at the counter. It is important that all information is available to quickly and accurately credit the customer in an efficient and friendly manner and provide a receipt.

To insure accuracy in receiving cash, finance staff will alternate reconciling the cash drawer. Care should be taken to enter the amount contained in the drawer (i.e., how many pennies, nickels, dimes, etc.) **before** the activity report is generated by the cash register. The activity report displays the amount of cash and checks taken in during the business day. If the first person enters the denomination of cash, checks and coins, the second person of the office should run the cash register summary report and verify that they match. All discrepancies over a tolerable limit should be reported to the Finance Director/City Treasurer. A tolerable limit as of the adoption of this Policy shall be 2% of the petty cash balance held by the Finance Department. Each department should be sure to monitor the level of petty cash activity to insure sufficient funds to make change. This amount is recorded within the Finance Department.

The City has established a consolidated bank account or “central depository”. All cash and checks are deposited into that account to limit fraud.

The use of a central depository requires that sufficient accounting records be maintained to provide reporting of cash balances for each fund of the City;

Permits the concentration of cash to obtain large blocks of cash for deposit and investment purposes

A cash receipt journal and revenue/receivable subsidiary ledger shall be recorded as part of the general ledger.

SEPARATION FROM DUTIES: Finance staff should follow the Employee manual section 3.2 requiring time away from regular duties.

3.3- Bad Checks

BAD CHECKS

The return of a bad check shall be sent to a contracted agency for collection. Fees associated with these returned items are collected directly by the agency. As of this policy revision, the fee is \$30. Signs are posted at the front desk to notify the public.

3 – CASH RECEIPTS AND RECEIVABLES

3.4-Billed Accounts (Receivables) Procedures

BILLED ACCOUNTS

The City invoices citizens and customers who have not paid when the transaction occurs. Payments shall be allowed by cash, check, credit card, debit card, ACH or wire transfer.

Payment for items invoiced can be received by mail or delivery to the Accounts Receivable office at City Hall during normal business hours. The Police Department (for police related items only), Park & Recreation Department (for P&R items only), the library, transit, pools and compost facility can accept payment for cash sales or services at their respective sites.

Payment in full is expected within thirty (30) days from the date the invoice was originally billed. Many debtors are willing to pay their accounts, however, they may not be able to pay their accounts in full. In such cases, the City may allow partial payments with a written payment plan approved by the Finance Director. Arrangements for partial payments allow debtors to pay what they can, when they can, until the balance is paid in full, or they may pay a set amount until the balance is paid in full. If the debtor misses a payment, the entire balance may be immediately due in full.

Collection of Delinquent Revenues

Delinquent Accounts. Delinquent accounts refer to those accounts that are past due by a predetermined number of days. The due date varies by the type of account. Some accounts are due when the license or permit is issued, i.e., building permits. Other accounts become delinquent thirty days past the invoice date, i.e., parking tickets. All items invoiced through the Accounts Receivable office are delinquent after 30 days from the original billing date. When an account becomes delinquent, a systematic, aggressive collection procedure should be implemented according to established policy. Because delinquent accounts become more difficult and expensive to collect, it is necessary to encourage prompt payment of all debts due to the City.

For Non-Parking Accounts:

If an account is over 30 days old, the City will no longer consider this amount current and may begin to pursue a more aggressive approach other than the monthly statement. Delinquent accounts shall be aggressively pursued through the use of the following alternatives:

- Begin assessing interest based on the guidelines listed above. Any accounts not paid within 30 days will have interest assessed to their account at one and a half percent (1 ½%) per month. Interest to other cities will be deferred to sixty (60) days to allow council approval of expenditures (due to timing differences the other cities may not meet Marshalltown's 30-day period). Exceptions to the interest assessment is allowed for the following reasons: accounts that have been billed for

reimbursement under a federal or state grant program or another governmental agency.

- Revoke the offender's license until bills are paid in full.
- Net the amount due the debtor by any amount that is owed to the City
- Certify the bill to property taxes: If a bill is delinquent for services rendered and can be assessed to taxes the City Clerk shall be directed to submit to the City Council, a list of such bills to be certified to the taxes. As per the Iowa Code, the City Council must approve this list prior to certification. It is the intention of the City to try and recoup the administrative fees incurred. All accounts that are assessed to taxes will have an administrative charge added to the original charge.
- Take to small claims court if the amount exceeds \$50.00. The Court costs will be added to the original bill.
- File for a court order for a garnishment or wage attachment for the amount due plus expenses.
- Cite as a municipal infraction assessing a fine based upon the appropriate code section.
- Turn the bill over to a third-party collection agency: The use of a collection agency can benefit from the economics of scale and a dedicated focus on collections. This method, though proven somewhat effective, does reduce the anticipated revenue because of the collection fees. All staff should insure that every avenue has been exhausted for the full amount before using the collection agency.
- Put the offender on a "hot sheet". If an individual or business is more than 60 days delinquent in payment (this would give them a total of 90 days from the original invoice date) of the amount due to the City, their name is added to a list or a note added to their customer account that will prohibit any future issuance of any license or permit by the City until all accounts are paid. In addition, all future transactions may be required to be paid with cash, certified check or credit/debit card only basis.
- File the overdue account (as of this writing must exceed \$50) with the state for offset from any income due from the state.

For Parking Accounts:

After a ticket is delinquent (past due 60 days after a ticket is issued) and the owner has been identified, the Finance Department shall prepare an invoice and mail/email it to the ticket holder. Further collection procedures may be pursued including but not limited to one of the following options:

1) *The Habitual Violator Law.* All vehicles with five or more delinquent tickets will follow the rules pertaining to this City ordinance. Under this law, the City will tow the offender's vehicle. The offender has to pay all outstanding fines, an administrative charge and the towing fee before the individual will get the vehicle out of impound

2) *DMV-Plate Tagging.* For individuals owing \$25 or more, license plates may be flagged at the Department of Motor Vehicles to ensure that renewal of said license plate will be denied until all parking tickets owed to the City have been satisfied.

3) *State Income/Offset.* For individuals owing \$30 or more, the amount due

plus fees can be sent to the state for offset against any income they have coming due from the state.

If the violator's outstanding bills have been turned over to the State, DMV or other delinquent holds, the violator must pay by cash or credit/debit card to release the hold.

3 – CASH RECEIPTS AND RECEIVABLES

3.5 Write Offs

Write-Off Policies

In some instances, governments may be compelled to write off delinquent accounts. Such action usually takes place after all collection efforts have been exhausted and the account is either considered to be uncollectible or the amount owed is too small to warrant further collection efforts. The following circumstances will be used by the City of Marshalltown:

1. Discharged bankruptcy. The account has been discharged through bankruptcy court and the file has been noted with the date filed, number, court district, and date of discharge.
2. Wrong Responsible Party. The account was referred in the name of a company or individual that cannot be held liable for the debt.
3. Deceased. Debtor is deceased with no estate.
4. Invalid Referral. The account was assigned in error. A billing should not have been generated.
5. Court Refuses Judgment. The debt could not be substantiated in court.
6. Outlawed. The statute of limitations has run out without payment or promise of payment since the last transaction. As of this writing, 10 years for written contract and 5 years for unwritten contract.
7. Amount Doesn't Warrant Further Effort. No response to demand for payment. Further pursuit would not be cost effective.

Each write off must be approved by the Finance Director or City Administrator.

4 - INTERNAL CONTROL FOR INVESTMENTS AND BANKING SERVICES

INTERNAL CONTROL FOR INVESTMENTS

The City Treasurer/Finance Director or his/her designee and/or City Administrator shall, in accordance with the Code of Iowa and the City's Investment Policy, invest all idle funds of the City.

For purposes of internal control, the purchase of an investment shall be executed as follows:

The City Treasurer/Finance Director or his/her designee and/or City Administrator shall identify idle funds and determine possible length of investment (type of fund, operating vs. reserve, etc.) and date of need

IF OPERATING:

- 1) If less than 30 days, deposit in savings account or interest bearing checking account or money market account.
- 2) If more than 30 days but less than the number of days authorized by current law for the investing public entity, request quotes from the qualified institutions as designated by the council, requesting the interest rate, calculation method, and total interest to be paid.

IF RESERVES OR BOND COVENANT

- 1) If less than 30 days, deposit in savings account or interest bearing checking account or money market account.
- 2) If more than 30 days, but within 397 days or less or the timeframe authorized by current law for the investing public entity, get quotes from the qualified institutions as designated by the Council, requesting the interest rate, calculation method, and total interest to be paid.

NOTE: Check authorized investment types for this category of investment, i.e., Bond Resolutions

- 3) Advise all participating institutions of quote results
- 4) If a wire transfer is to be made for an investment, another Finance Department staff member other than the person making the wire, will proof and verify these entries prior to posting into the accounting system.

RECONCILIATION

A Finance staff member shall reconcile all investments insuring that original documents of the transaction are received from the participating institution and are consistent with monthly and/or quarterly statements.

Annually, a Finance staff member shall reconcile the 1099's received from all institutions holding interest-bearing funds of the City and report the verification to the City Treasurer.

CONTROLS OVER BANKING SERVICES

Banking services for checking accounts shall be awarded through competitive bid to banking institutions located in Marshalltown. The most favorable institution must demonstrate security, efficiencies, as well as favorable banking fees.

The Finance department shall monitor and record all banking activity for the City. Security from thief or fraud is of utmost importance.

Examples of types of accounts to be used:

- General Account: This account is designed for deposits and withdrawals
- Payroll Accounts: All net payroll checks written by the City for employees will be written from this account.. Funds will be transferred from the General Account to cover the paychecks.
- DMV Account: This account is maintained for those deposits collected by the DMV on behalf the City.
- Money Market or Savings Accounts: These accounts are used when the balance at the General and Payroll Account bank would exceed our contractual limit or, in some instances, the money market/savings rates are better than the CD rates. The establishment of these accounts are bid under the same process as the Investment section listed above.

Other miscellaneous accounts: From time to time various accounts may be required by grantees or state statute. Accounts may also be established if the City is the fiscal agent for another organization

Cash Disbursements:

All disbursements except for petty cash, are generated through the accounting system by check, electronic payment, or bank draft. Check stock is pre-numbered and with adequate physical control over unauthorized use. Electronic payments and bank drafts are also numbered.

5- CODE OF ORDINANCES REFERENCES

Refer to the following code of ordinances for the particular past due fees related to the following areas (may not be all inclusive):

1. Rental Registration or Inspection Fees : Code Section 15.5
2. License & Permits: Code Section:1-12
3. False Alarms: Code Section:12-98
4. Nuisances: Code: 21-72
5. General: 1-8



Joel Greer, Mayor
Jessica Kinser, Administrator
Diana Steiner, Finance Director
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5760
Fax - (641) 754-5781

FINANCE DEPARTMENT

March 20, 2018

To: Mayor Joel Greer
Members of the City Council

From: Finance Department

Re: **Agreement with Automated Merchant Systems (AMS)**

Background: When the Cash Management Policy is updated to allow the City to charge credit/debit card users a transaction fee when paying their bills, this contract with Automated Merchant Systems (AMS) to be our credit card processor will be signed. The transaction fee from the credit card processor is currently 2.95%, with a \$2 minimum. Cardholders will be able to use a debit card or a credit card with VISA, Mastercard or Discover. We will not accept American Express. The City Attorney has reviewed this agreement. AMS was recommended by our Tyler software. AMS will charge the cards and deposit the funds into the City's bank account daily.

Budget Impact: No cost to the city for this agreement, unless there is a dispute with the cardholder. If that happens and the city loses the dispute, there would be a \$15 chargeback fee. Usually, the credit card user would bare the entire cost

Attachment: Automated Merchant Systems agreement

cc: Jessica Kinser, City Administrator

City Council
Susan Cahill, Leon Lamer, Mike Gowdy,
Al Hoop, Gabriel Isom, Bill Martin, Bethany Wirin



2018-__

RESOLUTION APPROVING AGREEMENT BETWEEN THE CITY OF
MARSHALLTOWN, IOWA AND AUTOMATED MERCHANT SYSTEMS FOR
PROCESSING OF DEBIT AND CREDIT CARDS

WHEREAS, the City Council for the City of Marshalltown, Iowa desires to accept online debit and credit card payments for Accounts Receivable and Parking and pass on any transaction fees to the cardholder; and

WHEREAS, the City Council desires to use a company that works with our current financial software, and

WHEREAS the City Council has determined this contract is in the best interests of the City.

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

Section 1. The Agreement for merchant processing is hereby approved.

Section 2. The City Council directs the Finance Director to sign the contract, coordinate and implement the online payment process with the merchant processor and financial software company

Passed this 26th day of March, 2018, and signed this __ day of March, 2018.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor
ATTEST:

Shari L. Coughenour, CMC, City Clerk



**MERCHANT PROCESSING AGREEMENT
APPLICATION AND FEE SCHEDULE**

A Registered Service Provider of Merrick Bank Corporation ("Merrick")

PRINT CLEARLY

ASSOCIATE:	ACCOUNT REP: Nancy Murphy 1030	DATE:
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Corporate/ Legal Name: City of Marshalltown	Corporate/ Legal Name: City of Marshalltown
Address (Physical Location): 24 N. Center St.	Mailing Address: 24 N. Center St.
City: Marshalltown State: IA Zip: 50158	City: Marshalltown State: IA Zip: 50158
Email Address: dsteiner@marshalltown-ia.gov	Website Address: www.marshalltown-ia.gov
Contact Name: Diana Steiner Title: Finance Director	Contact Name: (Corporate Office, If Applicable) Brian DeMoss Title: Accounting Manager
Business Phone #: (641) 754-5701 Fax #: (641) 754-5781	Business Phone #: (641) 754-5701 Fax #: (641) 754-5781

CHAIN MERCHANT ☐ YES ☒ NO	Federal Tax ID Number: 42-6004934
TYPE OF BUSINESS: City Government	BUSINESS LICENSE #:
	NUMBER OF YEARS IN BUSINESS 20+Years

CURRENT PROCESSOR:	POS DEBIT: ☒ NO ☐ YES	NETWORK:
(Z) Star MAC (W) Star East (Q) Star West (G) Interlink (B) Maestro (K) EBT		

TRADE REFERENCES:			
Company:	Contact:		
Phone:	Account Type:		
Fax:			
Company:	Contact:		
Phone:	Account Type:		
Fax:			

Authorized Signer (First): MI: Last: Diana Steiner Title: Finance Director	Phone Number: (641) 754-5760 Email Address: dsteiner@marshalltown-ia.gov
Alternate (First): MI: Last: Brian DeMoss Title: Accounting Manager	Phone Number: (641) 754-5760 Email Address: bdemoss@marshalltown-ia.gov
Alternate (First): MI: Last: Title:	Phone Number: Email Address:

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: when you open an account, we may ask you for information that will allow us to identify you, including a copy of your driver's license or other identifying documents.

☒ By checking this box, Merchant opts out of receiving future commercial marketing communications from American Express.

THE MERCHANT PROCESSING AGREEMENT IS EFFECTIVE UPON THE SIGNING BY MERCHANT AND AUTOMATED MERCHANT SYSTEMS, INC.	
Merrick Bank Corporation	Automated Merchant Systems, Inc.
By:	By:
135 Crossways Drive North, Suite A Woodbury, NY 11797	1071 S Sun Drive, Suite 2001 Lake Mary, FL 32746 407-331-5465
Date	Date

The Fee Schedule

You understand and acknowledge that you have elected to participate in the Government and Education Program provided by the Payment Brands (the "Program"). The Program allows registered and approved merchants (approved Merchant IDs or MIDs) to assess a variable service fee (a "Service Fee") on certain debit and credit card transactions. Registration and participation in the Program is subject to approval by the applicable Payment Brands and you acknowledge that you may not be eligible to participate in the Program. If registration and Payment Brand approval is obtained, you agree to comply with all Program requirements. ISO may terminate, amend, modify or otherwise alter this Agreement, the Program, or the structure, nature or amount of the Service Fee at any time with written notice to you. You authorize and direct Member Bank to settle the proceeds received for Service Fees into the ISO's bank account. In the event that you receive any portion of the Service Fees, you agree to promptly pay such amounts to ISO. **Service Fees collected by ISO will be retained by ISO and you will not be responsible for the payment of any Fees or Third Party Costs.** Nothing in this Section shall be deemed to alleviate or reduce any of your other obligations under the Agreement, including, but not limited to, your responsibilities with regard to Penalties and Dispute Items and your obligation to pay early termination fees, if applicable, pursuant to Section 10 of the Payment Processing Agreement.

Chargebacks, ACH Returns and Optional Reporting Item Costs

Chargebacks	ACH Rejects	Optional Reporting Fee
\$ 15.00	\$ 30.00	\$ 8.00 Per User ID

Early Termination Fee See Section 10.

Merchant: _____	
_____ Signature of Authorized Signer	_____ Date
_____ Print Name	_____ Title

MERCHANT SIGNATURE AUTHORIZATION

Name of Entity: City of Marshalltown

The undersigned certifies and agrees to as follows:

1. The undersigned and any of the persons identified below are duly authorized to sign this Merchant Processing Agreement and bind the entity indicated above to it. If any official indicated below resigns or is replaced, that official's successor(s) in office shall be deemed to have signed this certification and the Merchant Processing Agreement. These persons also have the authority to perform the duties and functions defined in 2, 3 and 4 below.

TITLE	PRINT NAME	SIGNATURE
Finance Director	Diana Steiner	
Accounting Manager	Brian DeMoss	

2. The persons listed below are duly authorized to act for and on behalf of the entity indicated above in any manner relating to this Merchant Processing Agreement.
3. Both AMS and Merrick Bank may rely on the authority granted in this certification and the undersigned official represents and warrants that this certification shall remain in full force and effect until revoked upon written notice to AMS.
4. The following are the names, titles and genuine signatures of the persons authorized by this certification to perform ongoing organizational processes and updates:

TITLE	PRINT NAME	SIGNATURE

I have subscribed my name as the official indicated above as of _____, _____ (date)

Signature: _____ Print Name: _____

Title: _____

MERCHANT INQUIRY:

Has Merchant or Owners/Principals ever been terminated from accepting payment cards from any payment network for this business or any other businesses?

☐ NO ☐ YES (if yes, please explain) _____

How Many Chargebacks Last Year? _____ Total Amount: \$ _____

Please Mark all Card Types Accepted and Initial Here: _____ (initials)

☒ Debit Cards: V/MC (consumer signature cards/ all foreign issued cards/ PIN debit cards)

*For Details on how these transactions qualify at each level, please refer to your Merchant Operating Guide.

☒ Other Cards: V/MC/DISC/AMEX (business credit/debit, consumer credit, & all foreign issued cards)

This is a Payment Processing Agreement entered into as of the date accepted by ISO (defined below) and is by and among Merrick Bank, a Utah state chartered bank ("Member Bank"), Automated Merchant Systems, Inc. ("AMS") and the governmental entity ("Merchant", "you", "your", "yours" and the like) that signed the attached application included with this Agreement (the "Application"). The term "Agreement", as used herein, shall include the Application, the fee schedule included with this Agreement, as applicable, (the "Fee Schedule"), the terms and conditions set forth below, and all attachments, exhibits, schedules and the like included herewith.

BACKGROUND INFORMATION

Member Bank is a member/acquirer of Visa U.S.A. Incorporated ("Visa"), Mastercard International ("Mastercard"), DFS Services, LLC ("Discover"), is authorized to process and settle certain transactions originated on the American Express Travel Related Services Company, Inc. ("American Express") payment network and is authorized to process Card transactions for such financial institutions and various other payment brands, payment networks and Card issuers (each a "Payment Brand"). For purposes of this Agreement, "Card" means an account, or evidence of an account, authorized and established by a Payment Brand or representatives thereof that merchants accept from their customers as payment for goods or services. Cards include, but are not limited to, credit cards, debit cards, stored value cards, loyalty cards, electronic gift cards, authorized account or access numbers, paper certificates and credit accounts. Member Bank and AMS have entered into an agreement whereby AMS acts as Member Bank's service provider and provides certain services to you through various third party service providers (AMS and such third party service providers shall hereinafter collectively be referred to as "ISO"). You desire to accept one or more types of Cards issued by a Payment Brand. Member Bank and ISO agree to provide services in accordance with the terms and conditions set forth below. Accordingly, the parties to this Agreement, intending to be legally bound, agree as follows:

OPERATIVE PROVISIONS

1. Services. Member Bank and ISO agree to provide you, at your U.S. locations identified in the Application (as defined below), transaction gateway, processing and/or settlement services (the "Services") in accordance with the terms and conditions of this Agreement. You agree to use Member Bank to sponsor, clear and settle all of your Card transactions. You will be responsible for the installation, servicing and maintenance of the point-of-sale devices and related equipment at your facilities, and will likewise be responsible for the connection of those devices to the Services in compliance with ISO's requirements. ISO hereby grants to you a limited, non-exclusive, non-transferable, revocable, royalty free right, during the Term, to use the Services, subject to the restrictions herein and any other restrictions communicated by ISO to you, solely for your internal use. ISO and its suppliers shall retain title and all ownership rights to the Services and this Agreement shall not be construed in any manner as transferring any rights of ownership or license to the Services or to the features or information therein, except as specifically stated herein. ISO is providing you with information concerning the technical requirements for allowing the Services to send and receive electronic transaction data for authorization and/or settlement from and to ISO. To utilize the Services, you must: (i) provide for your own access to the internet and pay any fees associated with such access, and (ii) provide all equipment necessary for you to make such connection to the internet, including a computer, modem and web browser. If you elect to receive transaction gateway services or certain other services from ISO, you may receive a password when registering for such services. Upon approval, that password will allow you access to those Services. You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under your password or account. You agree to immediately notify ISO of any unauthorized use of your password or account or any other breach of security. You shall not: (A) decompile, disassemble, reverse compile, reverse assemble, reverse translate or otherwise reverse engineer the Services; (B) circumvent any technological measure that controls access to the Services; or (C) use the Services other than pursuant to the terms of this Agreement.

2. Payment Brand Regulations. All Card transactions and this Agreement are subject to, and the parties agree to be bound by, applicable Payment Brand operating rules and regulations ("Payment Brand Regulations"). The Payment Brand Regulations include the Payment Card Industry Data Security Standard, the Consortium Merchant Negative File published by Discover, Discover Information Security Compliance, Visa Cardholder Information Security Program, Mastercard's Site Data Protection Program, and the American Express Data Security Requirements, as may be amended, supplemented or replaced from time to time. A copy of the American Express Data Security Requirements ("DSR") can be obtained online at www.americanexpress.com/dsr. Merchant shall abide by and fully comply with the Payment Brand Regulations, DSS, CISP, SDP, DSR, and any other security requirements. You are responsible for demonstrating your own, your agents, and your services' compliance with Payment Brand Regulations as they may be amended from time to time. ISO is not responsible for providing copies of the Payment Brand Regulations to you, and makes no representations or warranties regarding the accuracy of any summaries of Payment Brand Regulations it may provide. Most Payment Brand Regulations are available online, and ISO will provide you with specific website information upon request. You will comply with all state and federal laws and Payment Brand Regulations, including without limitation laws, rules and regulations regarding disclosure to customers on how and why personal information and financial information is collected and used. Furthermore, you shall comply with all of ISO's policies, procedures and guidelines governing the Services provided hereunder, as may be amended from time to time. You agree not to use, disclose, sell or disseminate any cardholder or card member (as used in and defined by the applicable Payment Brand Regulations, collectively, "Cardholder") information obtained in a Card transaction to any third party other than to, or authorized by, ISO. You agree not to store any Cardholder information obtained in a Card transaction unless specifically permitted to do so under applicable Payment Brand Regulations. You agree that ISO shall not be liable for any improperly processed transaction or third party, illegal or fraudulent access to your account, your IDs and passwords, end-user data or transaction data. ISO is not liable for your non-compliance or any costs of such non-compliance with any Payment Brand Regulation. If there is a conflict between this Agreement and the Payment Brand Regulations, the Payment Brand Regulations will apply. You will pay ISO and Member Bank immediately for all Payment Brand fines, charges, penalties and all other indebtedness levied by any Payment Brand, Card issuer, regulatory authority or other third party that is assessed against, charged to, directly or indirectly incurred or otherwise paid by, ISO and/or Member Bank which are attributable, at Member Bank's discretion, to your Card transaction processing or business, and any other loss, liability, assessment or fine incurred arising out of your breach of this Section (collectively, "Penalties"). You are solely responsible for the security of data residing on the servers owned, controlled or operated by you or a third party designated by you (e.g., a web hosting company or other service provider). You warrant that your servers and electronic systems are secure from breach or intrusion by unauthorized third parties and will hold ISO harmless for a breach of your systems. If there is a security breach of your system and/or access to end-user data or transaction data by an unauthorized third party, you shall immediately notify ISO upon discovery of such breach and shall take such precautions as may be necessary to prevent such breaches from occurring in the future, as required by ISO. You agree that ISO may disclose to any Payment Brand information regarding you and your transactions, and that such Payment Brand may use such information to perform its responsibilities in connection with its duties as a Payment Brand, promote the Payment Brand, perform analytics and create reports, and for any other lawful business purposes, including commercial marketing communications purposes within the parameters of the Payment Brand Regulations. A Payment Brand may use the information about you obtained in this Agreement at the time of setup to screen and/or monitor you in connection with Payment Brand marketing and administrative purposes. You agree that you may receive messages from a Payment Brand, including important information about Payment Brand products, services, and resources available to your business. These messages may be sent to your mailing address, phone numbers, email addresses or fax number. You may be contacted at your wireless telephone number and communications sent may include autodialed short message service (SMS or "text") messages or automated or prerecorded calls.

3. Fees. The fees to be charged by Member Bank or ISO to you or your customers for the Services provided to Non-Program Locations are set forth in the Application and Fee Schedule (collectively, the "Fees"). ISO may change such Fees from time to time upon 10 days prior written notice to you. The Fees do not include, and you hereby agree to pay, all (i) Penalties, (ii) interchange fees, assessments and other third party charges charged to, directly or indirectly incurred or otherwise paid by, ISO and/or Member Bank which are attributable to your Card transactions (collectively, "Third Party Costs"), and (iii) chargebacks of Card transactions, refunds and related interchange fees and assessments (collectively, "Dispute Items"). Interchange fees and assessments charged hereunder will not be credited back to you if a transaction is subsequently reversed or otherwise processed as a credit or chargeback. Third Party Costs for a given Card transaction depends on a number of factors such as the type of Card presented, specific information contained in the Card transaction, how and when the Card transaction is processed and other factors. Payment Brands and other third parties regularly add new Third Party Costs, change the rates for existing Third Party Costs, or change the qualification criteria for existing Third Party Costs. Changes in the way you accept and process Card Transactions, the volume of your Card Transactions, the products and services you provide, and numerous other factors may affect your Third Party Costs.

4. Card Transactions. In addition to the requirements for Card transactions set forth in the Payment Brand Regulations, you agree that you will not, unless authorized to do so under the Payment Brand Regulations, (a) deposit into any bank account owned or controlled by you "Account(s)" any sales or credits for any Card transaction between a Cardholder and an entity other than you; or (b) make a cash disbursement to a Cardholder arising out of a Card transaction or any other use of a Card, or use your personal Card(s) to process transactions using your merchant account with ISO that would constitute a cash advance.

5. Your Bank Account

a. You shall establish, and at all times during the Term, maintain one or more Accounts with one or more banks in order to facilitate payment of amounts due from time to time under this Agreement, which banks and Accounts shall be identified in the Application. To secure the extension of credit and your obligations under this Agreement including, without limitation, your obligation to pay, to the extent applicable, Fees, Third Party Costs, Dispute Items and/or Penalties, you grant to Member Bank and ISO a security interest in your deposited sales and all funds maintained in the Account(s).

b. All credits, charges and debits in connection with Card transactions and other amounts owing under this Agreement shall be made to your Account. You authorize Member Bank, without further notice to you, to credit or debit the Account(s). Any Fees, Third Party Costs, Dispute Items and/or Penalties payable by you pursuant to the terms and conditions of this Agreement not collected by Member Bank or ISO through a debit to the Account, for whatever reason, shall be invoiced to you by Member Bank or ISO and are due upon your receipt of such invoice.

c. If you have more than one deposit account with your banks, any or all of such accounts may be treated as the Account and may be credited, charged or debited in connection with Card transactions and other amounts owing under this Agreement as Member Bank or ISO may determine; provided, that you may designate a particular Account with respect to certain amounts to be credited, charged or debited from time to time by Member Bank in connection with particular Card transactions. Member Bank agrees to comply with such designation so long as the designated Account(s) contain sufficient funds to satisfy such charges or debits.

d. If a debit or chargeback to the Account results in an overdraft, you agree to immediately deposit with your bank an amount sufficient to cover such overdraft and any related service charges or fees.

e. If you desire to change the Account, you shall notify ISO in writing at least ten (10) days prior to the effective date of the change and shall follow ISO's procedures for completing the change.

6. Display of Service Marks, Advertising and Promotional Materials

a. You shall prominently display any service marks, identification logos and any other promotional materials (collectively, the "Service Marks") the ISO furnishes to you to alert Cardholders that Cards will be honored by you. This requirement shall not apply to private clubs or other merchants that do not serve the general public or other class of merchants exempted by a Payment Brand. The Service Marks for each Payment Brand must be at least the dimension of and as prominent as any other card program mark or logo displayed.

b. You may use the Service Marks only to indicate that Cards are accepted by you for payment. You shall not state, imply or use the Service Marks to indicate that ISO or any Payment Brand endorses, sponsors, produces, offers, sells or is affiliated with any of your goods or services.

c. You shall not refer to ISO or any Card or Payment Brand in stating eligibility for your merchandise, services or membership.

d. Your use of the Service Marks of any Payment Brand shall be governed by the Payment Brand's Regulations.

e. Your right to use or display the Service Marks shall continue so long as this Agreement remains in effect, unless ISO directs that such use or display shall cease. You acknowledge that the Service Marks are the property of the applicable Payment Brand and you shall not infringe upon the Service Marks.

f. All point of sale displays or websites must include appropriate Service Marks to indicate acceptance of Cards or Payment Brand approved signage to indicate acceptance of the limited acceptance category you have selected.

7. Term. This Agreement will be effective as of the date it is accepted by Member Bank and ISO and will continue in effect for a term of three (3) years following such date (the "Initial Term"), unless earlier terminated as provided for below. Following the Initial Term, this Agreement will automatically renew for additional one year renewal terms (each, a "Renewal Term"), unless earlier terminated as provided for below. If either party desires not to renew the Agreement at the end of the Initial Term or any Renewal Term, such party must provide written notice to the other parties of its intent not to renew this Agreement at least ninety (90) days prior to the expiration of the Initial Term or Renewal Term, as applicable. Notwithstanding the foregoing, Member Bank may terminate this Agreement for any or no reason with 30 days' notice to you.

8. Events of Default. An "Event of Default" shall mean the occurrence or existence of one or more of the following events or conditions, whatever the reason for such Event of Default and whether voluntary, involuntary or effected by operation of law: (a) you fail to pay any obligation under this Agreement to Member Bank or ISO when due; (b) any representation or warranty made by you under this Agreement, the Application or any financial statement, certificate, report, exhibit or document required to be furnished by you to Member Bank or ISO pursuant to this Agreement shall prove false or misleading in any material respect as of the time when made, including any omission of material information necessary to make such representation, warranty or statement not misleading or the failure to provide required information; (c) you shall default in the performance or observance of any covenant, agreement or duty under this Agreement or any Payment Brand Regulation; (d) you are no longer allowed by a Payment Brand to accept such Payment

Brand's Cards as payment or your name appears on a Payment Brand's terminated merchant file; (e) Member Bank or ISO reasonably conclude that any criminal, fraudulent, unauthorized or suspicious activity has occurred or is imminent with respect to your acceptance of Cards or your performance under this Agreement; (f) there is an unexplained material change in your processed volume, average ticket size or mode of sale; (g) Member Bank or ISO reasonably conclude that there exists a risk of an abnormal level of chargebacks or that you may not fund Fees, Third Party Costs, Dispute Items, or Penalties as they occur; (h) you have defaulted on any obligation for borrowed money and the effect thereof may permit the holder of such indebtedness to accelerate the time when repayment is due; (i) there is an adverse material change in your business, operations, financial condition, properties, assets or prospects; (j) one or more judgments against you for the payment of money remain undischarged, unsatisfied or unstayed for a period of 45 consecutive days; (k) your lender takes possession of your inventory; (l) a writ or warrant of attachment, garnishment, execution, or similar process shall have been issued against you or any of your assets; (m) a proceeding shall have been instituted with respect to you (1) seeking an order for relief or a declaration entailing a finding that you are insolvent or seeking a similar declaration or finding, or seeking dissolution, winding up, charter revocation or forfeiture, liquidation, reorganization, arrangement, adjustment, composition or other similar relief with respect to you, your assets or your debts under any law relating to bankruptcy, insolvency, relief of debtors or protection of creditors, termination of legal entities or any other similar law now or hereafter in effect, or (2) seeking appointment of a receiver, trustee, custodian, liquidator, assignee, sequestrator or other similar official for you or for all or any substantial part of your assets; or (n) you shall become insolvent, shall become generally unable to pay your debts as they become due, shall voluntarily suspend transaction of your business, shall make a general assignment for the benefit of creditors, shall institute a proceeding described in subsection (m)(1) above, or shall consent to any such order for relief, declaration, finding or relief described therein, shall institute a proceeding described in subsection (m)(2) above, or shall consent to any such appointment or to the taking of possession by any such official of all or any substantial part of your assets, shall dissolve, windup, revoke or forfeit your charter (or other constituent documents) or liquidate yourself or any substantial part of your assets, or shall take any action in furtherance of any of the foregoing; (o) accept a Card for an unlawful Internet gambling transaction; or (p) you fail to become or remain "PCI compliant" (as required under applicable Payment Brand Regulations) and/or you fail to certify such compliance to ISO upon request. You shall notify Member Bank and ISO in writing immediately upon becoming aware of an Event of Default, or an event which, with the passing of time or the giving of notice, or both, would constitute an Event of Default.

9. Remedies Upon Event of Default. Upon the occurrence of any Event of Default, Member Bank and ISO may employ any or all of the following remedies it deems appropriate: (a) terminate this Agreement immediately upon notice to you; (b) without prior notice to you, refuse to accept or revoke acceptance of any sales or credit, or the electronic transmission thereof if applicable, received by Member Bank or ISO on or at any time after the occurrence of any Event of Default; (c) without prior notice to you, Member Bank may debit your Accounts in an amount equal to any amount then owed to Member Bank or ISO; (d) establish a reasonable reserve using your funds in Member Bank's possession to cover foreseeable Fees, Third Party Costs, Dispute Items, Penalties, and Cardholder credits; (e) increase the Fees commensurate with the increased risk; (f) require you to deposit, as cash collateral, such amounts as Member Bank or ISO may require to secure your obligations hereunder; (g) report to one or more credit reporting agencies any outstanding indebtedness to Member Bank or ISO; or (h) take such other action as may be permitted by law.

10. Early Termination Fee. For purposes of this Section 10, an "Early Termination" shall mean: (i) a termination of this Agreement by Member Bank or ISO following an Event of Default specified in Section 8 above (ii); a termination of this Agreement by you for any reason whatsoever, other than following written termination notice given by you pursuant to Section 7 or 12; or (iii) your deposit or submission of any of your Payment Brand branded transactions with any entity other than Member Bank. Your payment of the monthly minimum Fees shall not fulfill your obligation to ISO. The parties agree that the actual damages which will result to ISO from an Early Termination are not readily ascertainable as of the effective date of this Agreement. In addition, you acknowledge and agree that in reliance on this Agreement and other long-term agreements, ISO will incur additional long-term costs, including without limitation, computer hardware, software, and labor. Accordingly, upon the occurrence of an Early Termination, you shall pay to ISO, in addition to all amounts owed for the Services provided to you pursuant to this Agreement, an amount equal to the greater of (i) \$500.00; or (ii) thirty percent (30%) of the average total monthly Fees paid by you (or Service Fees collected by ISO, if applicable) during the preceding six (6) months (or shorter period if this Agreement has not been in effect for six (6) months), times the number of months, or portion thereof, remaining in the Term resulting from failure to provide timely termination notice as described in Section 7 of this Agreement. The parties intend that this Early Termination fee be in lieu of ISO's lost profits for the remainder of this Agreement, but not in lieu of any other damages to which ISO might otherwise be entitled arising out of your wrongful acts or omissions.

11. Change in Your Business. You shall provide Member Bank and ISO at least thirty (30) days prior written notice of your intent to change in any way the basic nature of your business, including without limitation, a change in the types of merchandise or services sold, or the method of selling such products or services. Upon its receipt of notice of such change, Member Bank and ISO shall have the right to terminate this Agreement without further obligation upon providing thirty (30) days prior written notice to you.

12. Termination by You. You may terminate this Agreement upon thirty (30) days prior written notice to Member Bank and ISO in the event of (a) your receipt of notice of any increase in Fees payable to Member Bank and ISO pursuant to Section 3 hereof (excluding Fee increases pursuant to Section 9); or (b) any material amendment or modification to this Agreement made by Member Bank or ISO pursuant to Section 18 hereof which adversely affects you in any material respect (excluding material amendments or modifications required due to changes to a Payment Brand Regulation or applicable federal, state or local law or regulation). Your right to terminate pursuant to this Section 12 shall expire thirty (30) days following your receipt of notice of any such Fee increase or material amendment or modification. If this Agreement is terminated, regardless of cause, Member Bank may withhold and discontinue the disbursement for all Card transactions in the process of being collected and deposited. If termination is due to the occurrence of an Event of Default or if you otherwise breach this Agreement, you acknowledge that Member Bank or ISO may be required to report your business name and the names and other identification of your principals to the terminated merchant file maintained by the Payment Brands. You expressly agree and consent to such reporting if you are terminated for any reason requiring listing on the terminated merchant file. You waive and will hold harmless Member Bank and ISO from any claims that you may raise as a result of Member Bank or ISO terminated merchant file reporting. Further, you will return all Member Bank and ISO property, forms, or equipment. All obligations for transactions prior to termination (including payment for Fees, Third Party Charges, Dispute Items, Penalties and Member Bank's expenses relating to chargebacks) survive termination. Neither Member Bank nor ISO is liable to you for damages (including prospective sales or profits) due to termination. Upon termination, any amounts due to Member Bank or ISO will accelerate and be immediately due and payable, without any notice, declaration or other act whatsoever.

13. Credit Inquiries; Reporting; Financial Statements. You authorize Member Bank and ISO to make any credit inquiries they consider necessary to accept or to renew their acceptance of this Agreement. You also authorize any person or credit reporting agency to compile information to answer such credit inquiries and to furnish such information to Member Bank and ISO. You agree to provide to ISO such financial statements or other information concerning your business or operations as may be requested by ISO from time to time, in appropriate detail, promptly upon request by ISO. Upon request by ISO, you shall furnish to ISO, within 120 days after the end of your fiscal year, an audited financial statement of profit and loss for such fiscal year and an audited balance sheet as of the end of such fiscal year. ISO may, at its discretion, accept unaudited financial statements prepared by a public accounting firm.

14. Representation and Warranties; Disclaimers. You make the following representations and warranties which shall be true and correct on the date of this Agreement and at all times thereafter: (a) all information contained in the Application or any other document delivered to Member Bank and ISO in connection therewith or with this Agreement is true and complete in all material respects; (b) you have the power to execute, deliver and perform this Agreement; (c) this Agreement is duly authorized and will not violate any provisions of law, or conflict with any other agreement to which you are subject or by which your assets are bound; (d) you have all required licenses, if any, to conduct your business and are qualified to do business in every jurisdiction where it is required to do so; and (e) there is no action, suit or proceeding at law or in equity pending, or to your knowledge, threatened, by or against or affecting you which if adversely decided to you would impair your right to carry on your business substantially as now conducted or adversely affect your financial condition or operations in any material respect. EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH HEREIN, THE SERVICES ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATIONS OR WARRANTIES. ISO DOES NOT REPRESENT OR WARRANT THE PRODUCTS AND SERVICES WILL BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, ACCURATE, COMPLETE OR ENTIRELY ERROR-FREE. YOU MAY NOT RELY ON ANY REPRESENTATION OR WARRANTY REGARDING THE SERVICES MADE BY ANY THIRD PARTY IN CONTRAVENTION OF THE FOREGOING STATEMENTS. ISO SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS WHETHER EXPRESS OR IMPLIED, ARISING BY STATUTE, OPERATION OF LAW, USAGE OF TRADE, COURSE OF DEALING, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR TITLE WITH RESPECT TO THE SERVICES. YOU UNDERSTAND AND AGREE THAT ISO SHALL BEAR NO RISK WITH RESPECT TO YOUR SALE OF YOUR PRODUCTS OR SERVICES INCLUDING, WITHOUT LIMITATION, ANY RISK ASSOCIATED WITH CARD FRAUD, PENALTIES OR CHARGEBACKS. ISO MAKES NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, NOR DOES ISO MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH USE OF THE SERVICES.

15. Hold Harmless. To the extent permissible under applicable law, you agree to hold harmless Member Bank and ISO, their respective affiliates, directors, officers, employees and agents from all claims, liabilities, loss, damage, and expenses of any nature (including fees and expenses of legal counsel and costs of litigation) arising from or in connection with: (a) any dispute or claim made by a Cardholder with respect to a Card transaction, including but not limited to, any such dispute concerning the quality, fitness or delivery of merchandise or the performance or quality of services; and (b) your failure to comply with the provisions of this Agreement, Payment Brand Regulations or applicable federal, state or local laws and regulations. You acknowledge and agree that, in addition to clearing and settling Transactions, Member Bank collects fees, costs, and other charges due under this Agreement at ISO's instruction. You agree that Member Bank has no duty to verify, audit, review or otherwise oversee the fees, costs, or other charges that Member Bank collects from you and you hereby release Member Bank, hold Bank harmless from, and agree not to sue Member Bank alleging any overcharges or other billing claims under this Agreement.

16. CHOICE OF LAW; JURISDICTION; WAIVER. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF IN WHICH YOU ARE LOCATED. YOU, MEMBER BANK AND ISO HEREBY IRREVOCABLY AND UNCONDITIONALLY: (A) AGREE THAT ANY ACTION, SUIT OR PROCEEDING BY ANY PERSON ARISING FROM OR RELATING TO THIS AGREEMENT OR ANY STATEMENT, COURSE OF CONDUCT, ACT, OMISSION OR EVENT OCCURRING IN CONNECTION WITH THIS AGREEMENT (COLLECTIVELY, "RELATED LITIGATION") MUST BE BROUGHT IN A STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE COUNTY AND STATE IN WHICH YOU ARE LOCATED; (B) SUBMIT TO THE JURISDICTION OF SUCH COURTS; (C) WAIVE ANY OBJECTION WHICH IT MAY HAVE AT ANY TIME TO THE LAYING OF VENUE OF ANY RELATED LITIGATION BROUGHT IN ANY SUCH COURT; (D) WAIVE ANY CLAIM THAT ANY SUCH RELATED LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM, AND WAIVE ANY RIGHT TO OBJECT, WITH RESPECT TO ANY RELATED LITIGATION BROUGHT IN ANY SUCH COURT, THAT SUCH COURT DOES NOT HAVE JURISDICTION OVER YOU OR ISO; (E) CONSENT AND AGREE TO SERVICE OF ANY SUMMONS, COMPLAINT OR OTHER LEGAL PROCESS IN ANY RELATED LITIGATION BY REGISTERED OR CERTIFIED U.S. MAIL, POSTAGE PREPAID, TO YOU AT THE ADDRESS IN THE APPLICATION AND CONSENTS AND AGREES THAT SUCH SERVICE SHALL CONSTITUTE IN EVERY RESPECT VALID AND EFFECTIVE SERVICE (BUT NOTHING HEREIN SHALL AFFECT THE VALIDITY OR EFFECTIVENESS OF PROCESS SERVED IN ANY OTHER MANNER PERMITTED BY LAW); AND (E) WAIVE THE RIGHT TO TRIAL BY JURY IN ANY RELATED LITIGATION. THE PREVAILING PARTY IN ANY RELATED LITIGATION SHALL BE ENTITLED TO RECOVER ITS REASONABLE ATTORNEY'S FEES, COST AND EXPENSES.

17. LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY LAW, NO CLAIM MAY BE MADE BY YOU AGAINST MEMBER BANK OR ISO OR ANY OF THEIR RESPECTIVE AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS OF ANY OF THEM FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES IN RESPECT OF ANY CLAIM ARISING FROM OR RELATING TO THIS AGREEMENT OR ANY STATEMENT, COURSE OF CONDUCT, ACT, OMISSION OR EVENT OCCURRING IN CONNECTION WITH THIS AGREEMENT UNLESS SUCH CLAIM ARISES FROM THE WILLFUL MISCONDUCT OF THE MEMBER BANK OR ISO AND YOU HEREBY WAIVE, RELEASE AND AGREE NOT TO SUE UPON ANY SUCH CLAIM FOR ANY SUCH DAMAGES, WHETHER SUCH CLAIM PRESENTLY EXISTS OR ARISES HEREFTER AND WHETHER OR NOT SUCH CLAIM IS KNOWN OR SUSPECTED TO EXIST IN ITS FAVOR.

18. CONFIDENTIAL INFORMATION. You will not use for any purpose other than contemplated by this Agreement, will not disclose to any third party, and will cause your employees, independent contractors, and agents to not use or disclose, any term of this Agreement, the Services, or any information learned about the business practices and ways in which ISO conducts business that is not generally known to others, including without limitation details about the Services, any data or information that is a trade secret or competitively sensitive such as computer software and documentation, data and data formats, and financial information (collectively, "Confidential Information"). You will inform ISO of any request by a court or government agency to disclose such Confidential Information to enable ISO to waive the provisions of this Section or defend the nondisclosure. You will not be obligated to maintain the confidentiality of Confidential Information: (i) you are required to reveal in performing your obligations under this Agreement, (ii) that is or becomes within the public domain through no act of yours in breach of this Agreement, (iii) was legitimately in your possession prior to its disclosure under this Agreement, and you can prove that, or (iv) is required to be disclosed by state or federal law, provided that you provide ISO with notice and an opportunity to oppose the disclosure. In the event of a breach of this section, the parties agree that ISO will suffer irreparable harm, and that the amount of monetary damages would be impossible to calculate. Thus, ISO will be entitled to injunctive relief in addition to any other rights to which it may be entitled, without the necessity of proof of actual damages or the requirement of a bond. This Section will survive termination of this Section.

Terms in Section 19 Below Are Additional Terms Applicable Specifically to American Express Card Acceptance (capitalized terms below not defined elsewhere in the Agreement shall have the meanings assigned in the American Express Network Rules). With respect to participation in an American Express acceptance program, in the event of a conflict between the terms below and other terms of this Agreement, the terms below shall control with respect to American Express transactions only. Merchant shall be bound by American Express Network Rules, including the Merchant Operating Guide, as it may be updated from time to time by American Express: www.americanexpress.com/merchantsguide. In the event of conflict or inconsistency between the Operating Guide and any other relevant document, the Operating Guide will prevail.

19. AMERICAN EXPRESS OPTBLUE® TERMS AND CONDITIONS.

- a. Transaction Data. Merchant authorizes ISO and/or its affiliates to submit American Express Transactions to, and receive settlement on such Transactions from, American Express or Bank on behalf of Merchant.
- b. Marketing Message Opt-Out. Merchant may opt-out of receiving future commercial marketing communications from American Express by contacting ISO. Note that Merchant may continue to receive marketing communications while American Express updates its records to reflect this choice. Opting out of commercial marketing communications will not preclude Merchant from receiving important transactional or relationship messages from American Express.
- c. Conversion to American Express Direct Merchant. Merchant acknowledges that it may be converted from American Express Card OptBlue program to a direct relationship with American Express if and when its Transaction volumes exceed the eligibility thresholds for the OptBlue program. If this occurs, upon such conversion, (i) Merchant will be bound by American Express' then-current Card Acceptance Agreement; and (ii) American Express will set pricing and other fees payable by Merchant.
- d. American Express as Third Party Beneficiary. Notwithstanding anything in the Agreement to the contrary, American Express shall have third-party beneficiary rights, but not obligations, to the terms of this Agreement applicable to American Express Card acceptance to enforce such terms against Merchant.
- e. American Express Opt-Out. Merchant may opt out of accepting American Express at any time without directly or indirectly affecting its rights to accept Cards bearing Marks of other Payment Brands.
- f. Refund Policies. Merchant's refund policies for American Express purchases must be at least as favorable as its refund policy for purchase on any other Card Network, and the refund policy must be disclosed to Cardholders at the time of purchase and in compliance with Law. Merchant may not bill or attempt to collect from any Cardholder for any American Express Transaction unless a Chargeback has been exercised, Merchant has fully paid for such Chargeback, and it otherwise has the right to do so.
- g. Establishment Closing. If Merchant closes any of its Establishments, Merchant must follow these guidelines: (i) notify ISO immediately; (ii) policies must be conveyed to the Cardholder prior to completion of the Transaction and printed on the copy of a receipt or Transaction record the Cardholder signs; (iii) if not providing refunds or exchanges, post notices indicating that all sales are final (e.g., at the front doors, by the cash registers, on the Transaction record and on websites and catalogs); (iv) return and cancellation policies must be clearly disclosed at the time of sale; and (v) for Advance Payment Charges or Delayed Delivery Charges, Merchant must either deliver the goods or services for which Merchant has already charged the Cardholder or issue Credit for any portion of the Transaction for which Merchant has not delivered the goods or services.
- h. Merchant shall not assign to any third party any payments due to it under American Express Card Acceptance, and all indebtedness arising from Transactions will be for bona fide sales of goods and services (or both) at Merchant's business locations and free of liens, claims, and encumbrances other than ordinary sales taxes; provided, however, that the Merchant may sell and assign future Transaction receivables to Member Bank/ISO, its affiliated entities and/or any other cash advance funding source that partners with Member Bank/ISO or its affiliated entities, without consent of American Express. Notwithstanding the foregoing, Member Bank/ISO prohibits Merchant from selling or assigning future Transaction receivables to any third party.
- i. Member Bank/ISO shall have the right to terminate Merchant's participation in American Express Card Acceptance immediately upon written notice to Merchant (i) if Merchant breaches any of the provisions of this Agreement, or (ii) for cause or fraudulent or other activity, or upon American Express' request. In the event Merchant's participation in American Express Card Acceptance is terminated for any reason, Merchant must immediately remove all American Express branding and marks from Merchant's website and wherever else they are displayed.
- j. Merchant must accept American Express as payment for goods and services (other than those goods and services prohibited by these provisions, the Agreement, or the Payment Brand Regulations) sold, or (if applicable) for charitable contributions made at all of its business locations and websites, except as expressly permitted by state statute. Merchant is jointly and severally liable for the obligations of Merchant's business locations and websites under the Agreement.
- k. In the event that Merchant or Member Bank/ISO is not able to resolve a claim against American Express, or a claim against Member Bank/ISO or any other entity that American Express has a right to join in resolving a claim, the Merchant Operating Guide explains how claims can be resolved through arbitration. Merchant or American Express may elect to resolve any claim by individual, binding arbitration. Claims are decided by a neutral arbitrator.
- l. Any and all Cardholder information is confidential and the sole property of the applicable issuer, American Express or its affiliates. Except as otherwise specified, Merchant must not disclose Cardholder information, nor use nor store it, other than to facilitate Transactions at Merchant's business locations and websites in accordance with the Agreement.
- m. Merchant must ensure that it and any third parties it enlists to facilitate Transactions processing complies with the American Express Technical Specifications (available at www.americanexpress.com/merchantsguide) (valid and accurate data must be provided for all data elements in accordance with the American Express Technical Specifications). Failure to comply with the American Express Technical Specifications may impact Merchant's ability to successfully process Transactions. Merchant may be assessed non-compliance fees if Merchant fails to comply with the Technical Specifications. To ensure compliance with the Technical Specifications, Merchant should work with Member Bank/ISO.
- n. American Express Right to Modify or Terminate Agreement. American Express has the right to modify the Agreement with respect to American Express Card transactions or to terminate Merchant's acceptance of American Express Card transactions and to require ISO to investigate Merchant's activities with respect to American Express Card transactions.

20. ACH AND CHECK 21 TERMS AND CONDITIONS.

- a. Services. With respect to ACH Transactions, ISO shall be the ACH processor through which debit and credit transactions are submitted to the ACH Network in conjunction with ACH check processing origination and settlement services. With respect to transactions involving substitute check Images permitted under Check 21, ISO provides capture services which facilitates the processing of the substitute check Images with financial institutions in the Federal Reserve System.

- b. Definitions. The following terms used in this Section 20 shall have the meaning specified below:

"ACH Transaction": An electronic payment transaction originated by Merchant and processed through the ACH Network in the Federal Reserve System.

"Administrator": The Merchant's employee who has been designated as Merchant's primary contact with ISO for the Services and has been appointed by Merchant to manage the administration of Services access, including passwords, and communicate authorizations to ISO.

"Bank of First Deposit": In a Check 21 Transaction, the financial institution which receives the Entry from ISO and transmits the Entry through the Federal Reserve Bank system for transmittal to the Customer's financial institution for debit or credit to the Customer's account.

"Check 21": The Check for the 21st Century (Check 21) Act and all regulations pertaining to the Check 21 Act.

"Check 21 Transaction": An electronic payment transaction utilizing a Substitute Check Image permitted by Check 21.

"Customer": Merchant's customer who submits a payment to Merchant by means of a paper check or ACH transfer.

"Entry": A transaction submitted by Merchant for processing by the Services and further defined in the NACHA Rules.

"Image": The image that results from an electronic scan of a paper check by Merchant.

"NACHA Rules": The then-current rules, regulations and procedural guidelines published by the National Automated Clearing House Association ("NACHA") and/or all regional payment alliances associated with NACHA.

"Originating Depository Financial Institution" or "ODFI": In an ACH Transaction, the financial institution which receives the Entry from ISO and transmits the Entry to its ACH Operator for transmittal to a Receiving Depository Financial Institution for debit or credit to the Customer's account, as these terms are further defined in the NACHA Rules.

"Services": The ACH processing services and/or the Check 21 processing services provided to Merchant under this Agreement.

"Settlement Account": A commercial demand deposit bank account which Merchant has established for ISO's access and use to settle financial payment transactions processed by ISO on behalf of Merchant.

"Substitute Check": The electronic Image of a paper check, as defined in Check 21.

- c. Set-Up of Services. ISO shall provide the Services selected by Merchant in its application. Merchant shall utilize and access the Services in accordance with the terms of this Agreement and the practices and procedures established by ISO for the Services which have been communicated in writing to Merchant. As part of the Merchant set-up and boarding process, ISO will provide Merchant with an administrative and gateway user name and password to access the Services. Merchant will designate an Administrator who shall be the sole individual vested with the authority to determine who will be authorized to use the Services; establish separate passwords for each user; and establish limits on each user's authority to access information and conduct transactions. Merchant is responsible for the actions of its Administrator, the authority the Administrator gives others to act on Merchant's behalf, and the actions of the persons designated by the Administrator to use the Services. Merchant shall take reasonable security procedures and practices to safeguard the confidentiality of the passwords; limit access to its passwords solely to persons who have a need to know such information; closely and regularly monitor the activities of employees who access the Services; and prohibit its employees and agents from initiating entries in the Services without proper authorization and supervision and adequate security controls.

- d. Delivery of Services. ISO will provide Services for the Entry types indicated in the Merchant set-up and boarding documentation. ISO reserves the right to withdraw the Services provided generally to its customers including Merchant for individual Entry types from general market availability and coverage under this Agreement upon ninety (90) days prior written notice to Merchant. To the extent reasonably possible, ISO will first attempt to process an Entry in the Services as an ACH Transaction, unless the Entry has clearly been designated to be processed as a Check 21 Transaction, provided the Entry fully qualifies to be processed as an ACH Transaction according to applicable NACHA Rules and ISO has received all of the required information from the Image or paper check necessary to process the transaction as an ACH Transaction. If the Entry cannot be processed as an ACH Transaction for any reason, then ISO will process the Entry in the Services as a Check 21 Transaction. Prior to submitting an Entry to ISO for processing, Merchant shall secure all authorizations and approvals from its Customer and deliver any notifications pertaining to that Entry which are required by the NACHA Rules and/or applicable laws and regulations. Merchant shall be responsible for the accuracy and propriety of all Entries submitted to ISO for processing. If Merchant utilizes a scanner to create Images which are delivered to ISO for processing, Merchant shall be solely responsible to ensure the accuracy and completeness of the Image transmitted to ISO for processing. Merchant acknowledges that ISO has specific processing deadlines imposed by its ODFI and the ACH Operator for ACH Transactions and by the Bank of First Deposit for Check 21 Transactions. Files received by the deadline will be transmitted that day to the Federal Reserve Bank for settlement on the effective entry day. Files received after the deadline will be processed the next Banking Day as defined in the NACHA Rules. For Check 21 Transactions, ISO will not be responsible for printing any Substitute Checks which may be required by a financial institution in order to receive and process the Entry. In the event of any conflicts in the instructions received by ISO regarding Merchant or any Entries relating to them, ISO may at its option and with or without notice, hold or interplead, comply with the legal process or other order, or otherwise limit access by Merchant or by ISO to the funds, Entries or proceeds thereof.

- e. Recoupment and Set-Off. Merchant shall immediately reimburse ISO for any returns or shortfalls that occur in Merchant's Settlement Account. ISO reserves the right to delay the availability of funds for deposit without prior written notices to Merchant if, in its sole discretion, ISO deems itself at financial or relative risk for any and all Services performed under this Agreement. Merchant hereby acknowledges and agrees that ISO shall have a right of setoff against any amounts ISO would otherwise be obligated to deposit into Merchant's account, and any other amounts ISO may owe Merchant under this Agreement.

f. **Additional Merchant Responsibilities.** All checks deposited electronically by Merchant through use of the Services shall be subject to the following requirements: (i) The original paper check will not be deposited through the Services more than once; (ii) All checks will conform to the requirements of Merchant's deposit agreement with its financial institution; (iii) All checks will conform to the requirements of the applicable NACHA Rules and Check 21; and (iv) Merchant shall review and validate the accuracy and completeness of the check data being captured including but not limited to the amount of the check and the legibility of the check image generated from use of the Services. Merchant shall be solely responsible for the selection, use and operation of the scanner equipment used to capture the image using the Services, including the quality of the image results generated from the scanner. Any scanner used by Merchant with the Services must meet the technical specifications for scanners published by ISO in order to be deemed compatible with the Services. Any purchase or lease of scanners by Customer from ISO or a Reseller for its use shall be transacted between Merchant and ISO or a Reseller in a separate equipment purchase/lease agreement. Merchant shall be solely liable and responsible for all damages, losses, expenses and claims arising from any of the following: (i) Duplication of Images transmitted by Merchant to ISO through the Services; (ii) Alteration of scanned images not caused by ISO's Services; (iii) Deposit of checks on accounts with insufficient funds, counterfeit checks, fraudulent checks, or checks bearing unauthorized or forged endorsements; (iv) Acts of fraud, negligence or willful misconduct committed by employees of Merchant in depositing checks using the Services; (v) Hardware failure not caused by ISO's Services; or (vi) Merchant's failure to properly store or destroy original checks once the scanned image has been captured. Merchant shall hold ISO harmless from any damages, losses, expenses and claims which arise from the foregoing events not caused by ISO.

g. **Pricing and Payment.** Merchant shall pay ISO the fees, penalties and charges for the Services set forth in the Application and Fee Schedule and such fees, penalties and charges shall be considered Fees for all purposes of this Agreement.

h. **NACHA Rules and ISO Guidelines.** Each party shall comply with the then-current NACHA Rules which apply to ACH Transactions processed under this Agreement. In addition, ISO may publish to Merchant and other merchants its own standard operating and implementation guidelines for the Services with respect to specific NACHA Rules which will govern and apply to this Agreement as if set forth herein.

i. **Selection and Use of Hardware.** Merchant is solely responsible for the selection, use and operation of the hardware used to capture Images of paper checks using the Service, including the quality of the scanned image results generated from the hardware. Hardware utilized must be certified for use with the Services in order to be deemed compatible with the Services.

j. **Third Party Processing Services.** AMS' third party processing services partners are providing some of the Services, and as a result, these third party services partners shall be an intended third party beneficiary of this Agreement. Each third party services partner shall have the right to enforce directly against Merchant, the terms of this Agreement which relate to the provision of the third party services partner's processing services to Merchant and the ownership and protection of the intellectual property rights of the third party services partner and its licensors in and to its processing services. Merchant acknowledges that the third party services partner shall have no responsibility or liability with regard to AMS' obligations to Merchant under this Agreement.

21. MISCELLANEOUS PROVISIONS.

a. You shall not subcontract, assign or transfer any interest, obligation or right under this Agreement without the prior written consent of Member Bank and ISO. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns. ISO and Member Bank may transfer their respective rights and responsibilities hereunder to another institution authorized by the Payment Brand Regulations to hold such rights without your consent.

b. This Agreement may be modified by Member Bank to comply with any amendments or additions to the Payment Brand Regulations or as required by applicable law or regulation upon 30 days prior written notice to you.

c. No party shall, by the mere lapse of time, without giving notice or taking other action, be deemed to have waived any of their rights under this Agreement. No waiver of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of this Agreement.

d. In order to maintain quality service, Member Bank or ISO may monitor or record your telephone communications.

e. No party shall be liable for any loss or damage due to causes beyond its control, including earthquake, war, fire, flood, power failure, acts of God or other catastrophes.

f. Each party and each person signing on behalf of a party represents and warrants that it has the full legal capacity and authority to enter into and perform the obligations of this Agreement without any further approval. Nothing in this Agreement shall be deemed to create a partnership, joint venture or any agency relationship between the parties.

g. This Agreement and the documents referenced herein constitute the entire understanding of the parties with respect to the subject matter of this Agreement, and all prior agreements, understandings and representations are terminated and canceled in their entirety.

h. If there is any conflict between a part of this Agreement and any present or future Payment Brand Regulation or applicable federal, state or local law or regulation, only the part of this Agreement that is affected shall be modified and that modification shall be limited to the minimum necessary to bring this Agreement within the requirements of the Payment Brand Regulation, law or regulation.

i. All notices, including invoices, given in connection with this Agreement, shall be in writing and shall be effective upon actual receipt. Notices shall be delivered to the appropriate party at its address set forth on the attached Disclosure Page.

j. You shall be liable for all taxes, except Member Bank and ISO's income taxes, required to be paid or collected as a result of this Agreement.

k. All of your obligations, warranties and liabilities incurred or existing as of the date of termination of this Agreement, including without limitation, your obligations with respect to subsequent Fees, Third Party Costs, Penalties or Dispute Items based upon Card transactions incurred prior to termination, shall survive termination and shall continue in full force and effect as if the termination had not occurred. The right to revoke credit as well as hold, retain or set off against amounts due to you, or to debit any of your Account(s), shall survive the termination of this Agreement and shall continue in full force and effect as if termination had not occurred.

l. No other person or entity may be deemed a third party beneficiary of this Agreement.

Disclosure Page

(Processor Copy)

Member Bank Information

Name: Merrick Bank, a Utah state chartered bank
Address: 135 Crossways Park Drive North, Suite A,
Woodbury, NY 11797
Phone: (800)267-2256

Important Member Bank Responsibilities

1. Member Bank is the **only party** to the Merchant Processing Agreement approved to accept Visa products directly from a Merchant.
2. Member Bank must be a principal (signer) to the Merchant Processing Agreement.
3. Member Bank is responsible for educating the Merchant on pertinent Visa U.S.A. Inc. Operating Regulations with which the merchant must comply.
4. Member Bank is responsible for and must provide settlement funds to the Merchant.
5. Member Bank is responsible for all funds held in reserve that are derived from settlement.

Merchant Information

Merchant Name: City of Marshalltown
Merchant Address: 24 N. Center St.
Marshalltown, IA 50158
Merchant Phone: (641) 754-5701

Important Merchant Responsibilities

1. Ensure compliance with cardholder data security and storage requirements.
2. Maintain fraud and chargebacks below thresholds.
3. Review and understand the terms of the Merchant Processing Agreement.
4. Comply with Visa Operating Regulations.

The responsibilities listed above do not supersede terms of the Merchant Processing Agreement and are provided to ensure Merchant understands some important obligations of each party.

Merchant's Signature

Date

Merchant's Printed Name & Title

Disclosure Page (Merchant Copy)

Member Bank Information

Name: Merrick Bank, a Utah state chartered bank
Address: 135 Crossways Park Drive North, Suite A,
Woodbury, NY 11797
Phone: (800)267-2256

Important Member Bank Responsibilities

1. Member Bank is the **only party** to the Merchant Processing Agreement approved to accept Visa products directly from a Merchant.
2. Member Bank must be a principal (signer) to the Merchant Processing Agreement.
3. Member Bank is responsible for educating the Merchant on pertinent Visa U.S.A. Inc. Operating Regulations with which the merchant must comply.
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Merchant's Signature

Date

Merchant's Printed Name & Title



Joel Greer, Mayor
Jessica Kinser, Administrator
Diana Steiner, Finance Director
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5760
Fax - (641) 754-5781

FINANCE DEPARTMENT

March 22, 2018

To: Mayor Joel Greer
Members of the City Council

From: Diana Steiner, Finance Director

Re: Agreement with Tyler Technologies

Background: When the Cash Management Policy is updated to allow the City to charge credit/debit card users a transaction fee when paying their bills, this agreement with Tyler Technologies can be signed. Tyler Technologies is our current financial software provider and this agreement will allow customers to pay their bills through the Accounts Receivable Online Component. The transaction fee charged to the customer from Tyler is currently \$1.25. If the customer is paying more than one Accounts Receivable bill, it will only be \$1.25 for that session. However, if one of those bills is a parking ticket, then a separate \$1.25 transaction fee will be charged due to the parking system being a separate module from the accounts receivable module. The City Council had already approved the parking module agreement in a prior meeting.

Budget Impact: The City will pay for the \$800 set up fee from the CIP. The on-going maintenance fee, currently at \$1800 annually, will be paid out of the General Fund Finance Department budget. The customer will pay the transaction fees when using their debit/credit card.

Attachment: Tyler Technologies agreement

cc: Jessica Kinser, City Administrator

City Council
Susan Cahill, Leon Lamer, Mike Gowdy,
Al Hoop, Gabriel Isom, Bill Martin, Bethany Wirin



RESOLUTION APPROVING AGREEMENT BETWEEN THE CITY OF MARSHALLTOWN,
IOWA AND TYLER TECHNOLOGIES, INC., FOR THE ACCOUNTS RECEIVABLE ON-
LINE CREDIT/DEBIT CARD COMPONENT AND IMPLEMENTATION

WHEREAS the City of Marshalltown has a current contract with Tyler Technologies for its accounting software program; and

WHEREAS the City has determined to add Tyler's Accounts Receivable on-line component so customers can pay their bills with a debit/credit card; and

WHEREAS the City will pay for the set up fee and annual maintenance fee of this component; and

WHEREAS any transaction fees will be passed on to the cardholder; and

WHEREAS the City Council has determined this agreement is in the best interests of the City.

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

1. The agreement for the Accounts Receivable Online Component is hereby approved.
2. The City Council directs the Finance Director to coordinate and implement the online payment process with Tyler Technologies and the credit card merchant processor.
3. Mayor and City Clerk are hereby authorized and directed to execute said agreement on behalf of the City of Marshalltown.

Passed on this 26th day of March, 2018, and signed on this ____ day of March, 2018.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk



Web Services – Hosted Application Agreement

This Web Services – Hosted Application Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to license the software products and perform the services set forth in the Investment Summary and Tyler desires to perform such actions under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

Tyler will provide you with the hosted applications indicated in the Investment Summary of your Web Services and Hosted Application Agreement. The terms and conditions contained in this document only apply to our provision of those applications.

SECTION A – DEFINITIONS

- **“Agreement”** means this Web Services and Hosted Application Agreement.
- **“Client”** means City of Marshalltown.
- **“Data”** means your data necessary to utilize the Tyler Software.
- **“Defect”** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the date on which the last party signs the Agreement.
- **“Investment Summary”** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary or otherwise licensed by us to you.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – HOSTED APPLICATION SERVICES

1. Hosted Applications. We will provide you with any of the following hosted applications as indicated in the Investment Summary.

- 1.1. *Web Services*: Our Web Services are designed to enable you to easily establish a presence on the Internet. Our Web Hosting and Design is composed of our Web Hosting and Design Publishing Component and other miscellaneous components. These components may be used independently or in conjunction with each other.
- 1.2. *Accounts Receivable On-Line*: Our Accounts Receivable On-Line Component allows you to make available certain information from your accounts receivable system to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include: current balance, contract status, and the opportunity to pay the accounts receivable over the Internet using a credit card.

SECTION C – TERM AND TERMINATION

1. Term. Client must return an executed copy of this Agreement to Tyler within 90 days from the issue date. Thereafter, the Agreement will be voided and is subject to change. Subject to the limitations of this Section C(1), and unless otherwise provided for in this Agreement, the term of this Agreement shall commence as of the effective date and shall continue for three (3) years. The term shall thereafter be automatically extended in separate consecutive periods of twelve (12) months duration unless either party gives written notice to terminate. Notice to terminate must provide at least sixty (60) day notice of said intent. In the event that the Client fails to pay any amount payable to Tyler hereunder, when due, or fails to comply with any other provision of this Agreement, Tyler may terminate the Client's rights by written notice to that effect to the Client. Tyler may, by written notice to the Client, terminate its obligations under this Agreement in the event that Tyler, for whatever reason, ceases to host Client's Web Site. A termination of the Client's rights under this Agreement shall not terminate any of the parties' rights under this Agreement to receive or hold amounts rightfully owing to the respective party pursuant to the terms of this Agreement or to enforce the intellectual and proprietary rights in the Tyler concept, web site, Tyler Software, and technology. Upon termination or non-renewal of this agreement, the parties shall each promptly account for all due but unpaid amounts hereunder. If Client wishes to terminate before the stated term expires, Client must give sixty (60) days written notice in order not to incur termination costs of \$650.00. Please also see section entitled "TERMINATION" in this Agreement.

SECTION D – GENERAL TERMS AND CONDITIONS

1. Nature of Website. We shall maintain a website for you, allowing a user to access relevant data provided by you. This data may include information from your Tyler Software system. This website will be capable of accepting payments via Secured Socket Layer (SSL) encryption and credit card or debit card charge.
2. Data Procurement. Tyler must host the components and services listed in the Investment Summary of this Agreement. The Client will be required to setup a merchant account with Electronic Transaction System Corporation or authorized.net for the sole use of Tyler Web Service transactions. The merchant account must be setup to fund to the Client bank account. All fees for the merchant account will be paid by Client.

Client will be required to install and run Tyler Web Services in order for the Tyler On-Line application to access and transfer the necessary data from the Client's primary software system, to Tyler's web server. The transfer will occur on a real time basis. Additionally, certain information, such as payment information, must be conveyed to Client. Tyler will assume responsibility for transferring such information back to Client on a regular basis. Tyler Web Services requires a dedicated IP address. Assignment of dedicated IP address is the sole responsibility of the Client.

3. Limited License. Client agrees that Tyler possesses exclusive title to and ownership of the Tyler Software.
 - a. Client agrees that Client acquires neither ownership nor any other interest in the Tyler Software, except for the right to use and possess the Tyler Software in accordance with the terms and conditions of this Agreement and subject to the terms under which the Tyler Software was originally licensed to you.
 - b. All rights not expressly granted to Client in this Agreement are retained by Tyler.
 - c. Client agrees that Tyler Software including, but not limited to, systems designs, programs in source and/or object code format, applications, techniques, ideas, and/or know-how utilized and/or developed by Tyler are and shall remain the exclusive property of Tyler. Client agrees that the Tyler Software consists of Tyler's trade secrets. Tyler shall retain all copyrights in the Tyler Software, whether published or unpublished.
 - d. Tyler agrees that all data provided to Tyler for the purposes of generating the web site shall remain the property of Client. Should Client terminate the Internet Services in good standing and in accordance with the termination provisions of this Agreement, Tyler agrees to return to Client, all graphics, text documents, and data files provided by Client and held by Tyler.
4. Ownership of Data. All data you provide to us for the purposes of generating the website shall remain your property. Should you terminate your subscription, we shall return to you any such data in our possession.
5. Client Membership Fees. For establishing new Tyler Web Services, the Client shall pay to Tyler the amounts as stated in the Investment Summary.
6. Fees. You agree to pay the initial fee and annual subscription fees as stated in the Investment Summary, upon availability. We may increase the per-transaction fee for online payment no more than once per year with sixty (60) days prior written notice.
7. Not Assignable. The rights of the Client under this Agreement are not assignable without the prior written consent of Tyler. Any attempt to sublicense, assign, encumber or transfer any of the rights, duties or obligations under this Agreement by the Client is void. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted assigns and successors.
8. Software Maintenance. This Agreement includes unlimited telephone support, support by communication modem, and all software upgrades, enhancements and new releases. Tyler reserves the right to change the functionality of future releases of its software and Client understands that

Tyler is not obligated to include specific functionality in future releases unless provided for herein.

9. Partial Invalidity. Should any provision or clause of this Agreement be held to be invalid, such invalidity shall not affect any other provision or clause hereof, which can be given effect without such invalid provision or clause.
10. Responsibility of Data. Tyler will assume responsibility for all data transfer but is not responsible for data accuracy.
11. Site Requirements.
 - a. Client shall maintain a high speed internet connection (1.5mbps download AND 512kbps upload) with a static IP address and must be able to provide Tyler with IP connection to Client's network through Citrix GotoAssist, VPN, Citrix, or Microsoft Terminal Services. Tyler shall use the connection to assist with problem diagnosis and resolution. Tyler is not responsible for purchase of VPN client software license or configuration of Client's firewall settings. No wireless Internet connections allowed.
 - b. Tyler shall provide Client with remote support through the use of secure connection over the Internet connection via Citrix GotoAssist. If Client will not allow access through GotoAssist, Tyler cannot guarantee support standards will be met.
12. Proprietary Information.
 - a. Distribution of Tyler Software. Client may not sell, assign, transfer, disclose, or otherwise make available, either directly or indirectly, any object code, documentation or other material relating to the Tyler Software, in whole or in part, or any copy of the same in any form, to any other person or entity.
 - b. Software as Trade Secret. Client shall maintain the confidentiality of the Tyler Software and unless specifically authorized by Tyler or except for ordinary and necessary backup purposes, Client may not make or have made any copies of the Tyler Software or any part thereof. Client shall include Tyler's proprietary notice or other legend on any copies made by Client as permitted hereunder.
13. Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with our then-current Support Call Process.
14. Disclaimer. **EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
15. Limitation on Liability & Exclusion of Certain Damages. **TYLER SHALL IN NO EVENT BE LIABLE FOR DAMAGES THAT EXCEED THE AMOUNT OF THE CHARGES PAID BY CLIENT HEREUNDER FOR THE**

DEVELOPMENT AND LICENSE OF THE TYLER SOFTWARE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL TYLER BE LIABLE FOR SPECIAL, INCIDENTAL, EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES OR FOR LOSS OF PROFITS, REVENUES OR DATA, EVEN IF TYLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

16. Hold Harmless. Client agrees that it will hold Tyler harmless against any claims, damages, liabilities, costs and expenses, including reasonable attorneys' fees, arising out of or relating to
- a. Client's failure to implement any corrections, improvements and new releases relating to the Tyler Software, or any part thereof,
 - b. Client's unauthorized alterations to or use of the Tyler Software, or
 - c. Client's breach of any of its obligations to maintain the confidentiality of the Tyler Software or Client's unauthorized copying thereof.
17. Termination. This Agreement or any license referenced hereunder may be terminated by Tyler upon written notice to Client if Client performs any breach of the terms of this Agreement. At the date of termination of this Agreement, Client shall promptly return to Tyler any Tyler Software, related documentation, materials and other property of Tyler then in its possession, and any copies thereof wherever located. Notwithstanding the foregoing, all provisions hereof relating to confidentiality of the Tyler Software shall survive the termination of this Agreement.
18. General.
- a. This Agreement shall be governed by the laws of Client's state of domicile and constitutes the entire Agreement between the parties hereto with respect to the Tyler Software described herein, and shall supersede all previous or contemporaneous negotiations, commitments and writings with respect to the matters set forth herein.
 - b. All acceptances by Tyler of purchase orders and all sales by Tyler are expressly limited to and made on the basis of the terms and conditions set forth herein, notwithstanding receipt or acknowledgment of Client's order forms or specifications containing additional or different provisions, or conflicting oral representations by an agent, representative or employee of Tyler. Any such additional or different terms are hereby objected to. All acceptances by Tyler are expressly conditional on Client's assent to the additional or different terms and conditions set forth in this Agreement. If these terms and conditions are not acceptable, Client should notify Tyler at once.
19. Contract Documents. This Agreement includes the following exhibits:

Exhibit A Investment Summary

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

City of Marshalltown

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Counsel

Address for Notices:

City of Marshalltown
24 N Center St
Marshalltown, IA 50158
Attention: _____



Exhibit A Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

		Quoted By: Lukas DeBolt Quote Expiration: 3/7/2018 Quote Name: City of Marshalltown- LGD- AR online Quote Number: 2017-36233 Quote Description: AR Online	
Sales Quotation For City of Marshalltown 24 N Center St Marshalltown , IA 50158-4011 Phone: +1 (641) 754-5760			
Tyler Software and Related Services - Annual		One Time Fees	
Description	Impl. Hours	Impl. Cost	Annual Fee
Inoode			
Inoode Accounts Receivable Online Component	0	\$0	\$1,800
	Sub-Total:	\$0	\$1,800
	TOTAL:	\$0	\$1,800
Other Services			
Description	Quantity	Unit Price	Extended Price
Online Application -Set up fee	1	\$800	\$800
	TOTAL:		\$800
Summary	One Time Fees	Recurring Fees	
Total Tyler Annual	\$0	\$1,800	
Total Tyler Services	\$800	\$0	
Total Third Party Hardware, Software and Services	\$0	\$0	
Summary Total	\$800	\$1,800	
Contract Total	\$2,600		

Customer pays the \$1.25 per transaction for payment online.

**RESOLUTION APPROVING A 28E AGREEMENT WITH THE MARSHALL COUNTY
COMMUNICATIONS COMMISSION FOR THE USE OF SPACE AT 22 NORTH CENTER
STREET**

WHEREAS, the Marshall County Communications Commission came into existence on January 16, 2018, with a role to oversee the operations of 911 communications for all of Marshall County; and

WHEREAS, the 911 communications have been operated at the Marshalltown Police Department facility at 22 North Center Street; and

WHEREAS, the Marshall County Communications Commission has requested to remain at this location for the purposes of operating 911 communications and does not intend to build or locate in a different facility at this time;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that this 28E Agreement for the use of space at 22 North Center Street is in the best interests of the City of Marshalltown and is hereby approved.

Passed this 26th day of March, 2018, and signed this _____ day of March, 2018.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

**28E Agreement Between the City of Marshalltown and the Marshall County
Communications Commission for the Use of Space at 22 North Center Street**

WHEREAS, the Marshall County Communications Commission was created on January 16, 2018, following the adoption of a 28E agreement by the City of Marshalltown, Marshall County, the 911 Joint Services Board, and the Marshall County Emergency Management Commission; and

WHEREAS, the employees and operations of the Marshall County Communications Commission continue at the current location of the Marshalltown Police Department, located at 22 North Center Street in Marshalltown, Iowa; and

WHEREAS, both parties desire to maintain the existing relationship at said location until the opening of the new Police and Fire Building.

IT IS THEREFORE AGREED AS FOLLOWS:

1. The Marshall County Communications Commission shall continue to operate and provide 911 communication services for Marshall County at the Marshalltown Police Department at 22 N Center Street, Marshalltown, Iowa, while that facility is still in use.
2. The Marshall County Communications Commission shall pay \$1 per year as consideration for the use of space.
3. The Marshall County Communications Commission shall provide insurance coverage for all personnel, equipment and property belonging to the Commission in use at 22 North Center Street at the following coverage levels:
 - a. Comprehensive General Liability \$1,000,000 per occurrence/\$2,000,000 aggregate
 - b. Worker's Compensation as required by law
 - c. Professional Liability for Errors and Omissions \$2,000,000

The Commission shall also name City of Marshalltown as an additional insured/party and include a non-waiver of governmental immunity endorsement/clause in their coverage.

4. This agreement shall remain in effect for one year, from January 16, 2018, or until the property at 22 N Center Street is no longer used for the operations of 911 communications in Marshall County.
5. This agreement may be cancelled upon 60 days written notice by either party to the other.

City of Marshalltown

Marshall County Communications
Commission

by _____
Joel T.S. Greer, Mayor

by _____

ATTEST:

Shari L. Coughenour, CMC, City Clerk

MARSHALLTOWN

I O W A

City Administrator's Office

Joel Greer, Mayor
Jessica Kinser, Administrator
Shari L. Coughenour, Clerk
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5799
Fax - (641) 754-5717

To: Mayor Greer and the City Council
From: Jessica Kinser, City Administrator
Date:
RE: RFP for Legal Services

Attached with this memo is a draft of a Request for Proposal (RFP) for legal services. While we are currently receiving satisfactory legal services from Roger Schoell, it has been four years since the City sought attorney services, and with budgetary issues still looming, now is an appropriate time to determine if this is an area where we could see cost savings.

If you would like to move forward, I have proposed a due date of April 27th. April has five Mondays, which allows for actions to occur before the first May Council meeting, including an evaluation of responses by a group of Council and staff, as well as interviews with firms ahead of the May 14th Council meeting.

With this RFP, please keep in mind that this would not include attorney services for the following purposes:

- | | |
|---|-------------------|
| • Collective Bargaining/Employment Law: | Ahlers and Cooney |
| • Urban Renewal/TIF: | Dorsey & Whitney |
| • Debt Issuance: | Dorsey & Whitney |
| • Planning & Zoning: | Lynch Dallas |
| • Other Local Government Issues: | Lynch Dallas |

If you would like to see what options exist for cost savings in this area, I would appreciate a motion to direct staff to issue the RFP.

City Council

Susan Cahill, Michael Gowdy, Al Hoop,
Leon Lamer, Bill Martin, Bethany Wirin



**CITY OF MARSHALLTOWN
REQUEST FOR PROPOSAL
FOR LEGAL SERVICES**

Responses due

Friday April 27, 2018, at 10:00AM CST

To the following:

City of Marshalltown
Attn: City Clerk
24 N. Center St.
Marshalltown, IA 50158

I. Introduction and Background

The City of Marshalltown, population 27,552, is governed by a Mayor-Council form of government, with a Mayor and seven City Council members. The elected officials employ a City Administrator to carry out their policies and oversee the daily operations of the City. The departments of the City include the following, with employment levels of approximately 175 full-time and 30 part-time employees:

- Police
- Fire
- Public Works
- Parks and Recreation
- Housing and Community Development
- Finance
- Library
- Administration

The City currently receives legal services from a number of outside firms. Specialized legal work including employment and collective bargaining, economic development and urban renewal, debt issuance, and planning and zoning and other local government specific needs, are currently performed by other firms and are not included in the scope of work. The City's liability insurance carrier (Iowa Communities Assurance Pool) and Workers' Compensation insurance provider (Iowa Municipal Workers Compensation Association) assign legal counsel for claims.

II. Scope of Work

The City is seeking an attorney to perform general legal work for all departments of the City. The areas for which the City seeks possible legal services require the Proposer to have expertise/experience in, but not limited to:

- Broad knowledge of municipal law and government operations.
- Contract negotiations, drafting and/or review.
- Procurement of goods and services.
- Construction contracts and claims.
- Real estate transactions.
- Environmental law.
- Government grant and contract issues.
- Parliamentary procedure and open meeting laws
- Other legal services, including providing oral and written legal opinions, as needed

The attorney will also be required to attend or be readily accessible during City Council meetings every second and fourth Tuesday of the month and for special City Council meetings and work sessions as requested by the Mayor or City Administrator.

Timeliness of response and accessibility to assigned counsel is an important aspect of this service. Accessibility includes the ability to be reached promptly by telephone, cell

phone or e-mail and to be available to attend meetings in person on short notice. When the City requests legal services, counsel should be able to provide an estimate of the time to complete the work and keep the City apprised of any delays or special considerations. Conference room space could be available at City Hall as needed, but the work of the attorney is expected to take place off-site from a City of Marshalltown office or facility.

Bills are to be submitted monthly and should be in a format which provides sufficient detail about the work being performed. Billing must also be done to the tenth of an hour. Work on behalf of the City should provide enough detail to allow for City staff to appropriately charge time billed to the appropriate fund.

The City recognizes that conflicts of interest may occur with existing clients. All conflicts must be disclosed to the City Administrator to allow the City to make the best determination for representation on a specific issue.

III. Submission Requirements

Those intending to respond to the City of Marshalltown Request for Proposal are required to submit the following items in order to be considered:

- a. **COVER LETTER-** Provide a cover letter from a contact person who has authority to bind the firm contractually, giving his or her title. The letter must certify that all of the information contained in the submission is accurate and complete.
- b. **BACKGROUND INFORMATION-** Provide a brief background of the firm, areas of practice, and number of attorneys employed. Identify the specific experience of the firm in the areas listed in the Scope of Work.
- c. **EXPERIENCE/RESUMES-** Provide resumes of attorneys who will be assigned the work. Only include resumes of attorneys likely to be assigned to the representation. Education, position in firm, years and types of experience and continuing professional education will be considered. All assigned attorneys must be licensed in good standing to practice law in the state of Iowa.
- d. **REFERENCES-** Provide two (2) references, preferably governmental entities, for which you have provided legal services for. This should include name, title, phone number, email address, and a brief description of the nature of the client relationship and what this reference can speak to of your work.
- e. **PROPOSED FEE-** Provide proposed fee structure. All fees should be clearly stated in the proposal and must remain in effect for the period of the agreement. Fees for any extensions will be negotiated. List fees per hour for principal attorneys, other firm attorneys, and support personnel. Identify the minimum increment of time billed. Provide a schedule of reimbursable costs such as mileage and travel time.

Once the desired firm(s) has been identified, the City reserves the right to negotiate additional terms and conditions, including hourly rates, or other method of compensation, with such firm(s).

- f. BILLING- Provide information on the firm's billing procedures.
- g. CONFLICTS OF INTEREST- Identify any current or potential conflicts of interest and indicate what procedures your firm would utilize to identify and resolve future conflicts of interest. It is of the utmost importance that no real or apparent conflict of interest exists between Proposer and the City, including its officials and employees. Therefore, Proposer shall disclose in writing in its proposal any real or possible conflicts of interest which exists or may exist. In addition, the firm shall be responsible to promptly disclose to the City any situations which may create possible conflicts of interest during the term of the agreement so that appropriate action can be taken.
- h. OTHER- Provide any other information that may be helpful in assessing the firm's ability to perform the work and in applying the evaluation criteria set out in the Request for Proposal.

IV. Evaluation Criteria

The City of Marshalltown will evaluate each proposal fairly and impartially utilizing the following criteria. An evaluation committee consisting of elected officials and staff will be utilized to evaluate all proposals received.

- a. Qualifications, experience, knowledge and demonstrated competence of the assigned attorneys and the prior experience of the individual attorneys and the firm with respect to the Scope of Work.
- b. Capability and resources to handle the City's work.
- c. Responses from references and other contacts.
- d. Hourly rates for each class of personnel, expected out-of-pocket costs, discounts for multi-year commitments, hourly rates/fees for additional services and alternative billing measures offered.

V. Timeline and Submittal Information

The City has set the following timeline and process for this Request for Proposal

- | | |
|------------------------------------|--------------------------------|
| • Tuesday, March 27, 2018: | Issue Request for Proposal |
| • Tuesday, April 10, 2018 at 12PM: | Deadline for Questions |
| • Friday, April 27, 2018 at 10AM: | Proposals Due |
| • April 30 to May 4, 2018: | Evaluation of Proposals |
| • May 7 to May 11, 2018: | Interviews with Finalists |
| • Monday, May 14, 2018: | Recommendation to City Council |

All questions related to this request for proposal must be submitted in writing to Jessica Kinser at jkinser@marshalltown-ia.gov no later than 12PM on Tuesday, April 10, 2018.

Proposals must be sealed and submitted in hard copy no later than 10AM on Friday, April 27, 2018 to the following:

City of Marshalltown
Attn: City Clerk
24 N. Center St.
Marshalltown, IA 50158

Proposals must reference "RFP for Legal Services" on the exterior of the sealed bid. Any proposal received after due date and time will not be considered.

Prior to the final selection, Vendors may be required to submit additional information regarding the Vendor's qualifications and experience that the City may deem necessary to further evaluate the proposal's qualifications.

The City shall not reimburse Vendors for any costs associated with the preparation and submittal of any proposal, or for any travel and/or per diem costs that are incurred.

The City reserves the right to reject any or all proposals and waive any irregularities. The City also reserves the right to choose the proposal that is deemed in the best interest of the City based on any or all criteria, etc. In addition, the City reserves the right to negotiate any or all items and terms of proposal.

A proposal may not be withdrawn before the expiration of sixty (60) days from the proposal due date.

VI. General Terms and Conditions

- a. **Contract:** Any award of a contract resulting from this RFP will be made only by written authorization from City of Marshalltown upon approval by the City of Marshalltown City Council. The contract between City of Marshalltown and the Vendor shall consist of (1) the Request for Proposal (RFP) and any amendments thereto and (2) the proposal submitted by the Vendor in response to the RFP. In the event of a conflict in language between these two documents, the provisions and requirements set forth and/or referenced in the RFP shall govern. The City also reserves the right to clarify any contractual relationship in writing with the concurrence of the Vendor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Vendor's proposal. In all other matters not affected by the written clarifications, if any, the RFP shall govern.
- b. **Compliance with Laws:** In connection with the furnishing of supplies or performance of work under the contract, the Vendor agrees to comply with the Fair Labor

Standard Act, Equal Opportunity Employment Act, and all other applicable Federal and State laws, regulations, and executive orders to the extent that the same may be applicable, and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.

- c. Incurred Expenses: This RFP does not commit the City to award a contract, nor shall the City be responsible for any cost or expense that may be incurred by the Vendor in preparing and submitting the proposal called for in this RFP, or any cost or expense incurred by the Vendor prior to the execution of a contract agreement.
- d. Insurance: The successful bidder must provide the City a certificate of insurance with the following coverage limits and maintain said coverages at all times during the term of a Contract. The City shall be named as an additional insured under the liability policy required above.
 - Comprehensive General Liability \$1,000,000 per occurrence/\$2,000,000 aggregate
 - Worker's Compensation as required by law
 - Professional Liability for Errors and Omissions \$2,000,000
- e. Independent Contractor: Nothing contained in this RFP is intended or should be construed as creating the relationship of co-partners or joint ventures within the City. The Contractor shall remain an independent contractor, and all employees of the Contractor or its subcontractors shall remain the employees of the Contractor or subcontractor and shall not become the employees of the City.
- f. Nondiscrimination: All Contractors agree that during the life of the contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status, disability, sexual orientation, age, religion, or status with regard to public assistance, and shall intend a similar provision in all subcontracts entered into for the performance thereof.

MARSHALLTOWN

I O W A

City Administrator's Office

Joel Greer, Mayor
Jessica Kinser, Administrator
Shari L. Coughenour, Clerk
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5799
Fax - (641) 754-5717

To: Mayor Greer and the City Council
From: Jessica Kinser, City Administrator
Date: March 16, 2018
RE: Discussion of Sidewalks

As a result of our strategic planning session, we agreed that 2018 would involve discussion of sidewalks, which addresses objectives in goals 2 and 3 of our strategic plan. With this being an initiative the encompasses a few different goals, I have placed a priority on this and suggested actions to ensure some movement this year. Below is my breakdown of the three areas where the City needs to be on the sidewalk conversation with possible actions/timelines.

- Ordinance review- I recommend we start with updating our rules and regulations. We know we are not ADA compliant with a 4 foot requirement, so installing non-compliant sidewalks does not make sense. The entire sidewalk article in the Code needs to be reviewed and updated (section 26-39 to 26-55).
 - o April: Staff reviews and develops recommendations to amend the Code related to sidewalks
 - o May 14th: Council considers staff recommendations for amending the sidewalk ordinance.

Related to this conversation is an update of the Subdivision Ordinance, which does contain information related to sidewalks in a subdivision process. This will happen in 2018, but I recommend separating this conversation from that of sidewalks at this point.

- Gap Analysis- Fortunately, we have an existing list from 2007 which is a great starting point for moving forward. The Council should decide in April whether or not we should pursue a plan for trail connectivity within the city, which would examine ways to make connections to our existing trail system, which could complement some of the gaps to be filled.
 - o April: Open up a form for comments on the www.marshalltown-ia.gov for people to submit sidewalk gaps; once completed we could use SurveyMonkey to ask people to rate or prioritize the need of each of the proposed segments.

City Council

Susan Cahill, Michael Gowdy, Al Hoop,
Gabe Isom, Leon Lamer, Bill Martin, Bethany Wirin



- o May: Engineering does a basic cost estimate of the gap sidewalks; Council then prioritizes listing
- o June 11th: Council receives a presentation on the gaps, with discussion on how to proceed, including a discussion of funding by project.
- Existing Sidewalks- We have many more miles of existing sidewalks in our city than we do gaps to fill, so having a plan for addressing issues with existing sidewalk conditions is a necessary part of the sidewalk conversation.
 - o April 9th or 23rd: Council receives information on sidewalk replacement cost sharing programs from other cities for discussion.
 - o April/May: Volunteers help assess sidewalks in one quadrant of the City. Notices of violation would then be sent in June with a November 30th completion date. No notices should be sent until after the ordinances have been updated.

Starting with one quadrant of the City in 2018 and planning to assess and issue notices for the remaining three quadrants in the following three years provides a workable plan for staff and volunteers. Energov will be a helpful system for sending out notices and tracking progress on those issued notices of violation.

There is a lot to discuss and decide around the issue of sidewalks. Hopefully the information from 2007/2008 and the work of the Sidewalk Taskforce is helpful to understanding how you would like to proceed now. At this time, I would like to know if you agree on the path I have outlined, and if this is how you would like to proceed.

City Council

Susan Cahill, Michael Gowdy, Al Hoop,
Gabe Isom, Leon Lamer, Bill Martin, Bethany Wirin



SIDEWALKS

```
graph TD; S[SIDEWALKS] --> R[RULES & REGULATIONS]; S --> G[GAP ANALYSIS]; G --- B[ ]; B --- E[EXISTING SIDEWALKS]; B --- F[FUNDING OPTIONS];
```

RULES & REGULATIONS

- Not meeting ADA standards (4 ft, needs to be 5 ft)
- Additional language to reduce City liability for slips, trips, falls
- Deferral Process- Council oversight

GAP ANALYSIS

- Update existing list from 2007
- Council prioritization of list
- Inner-city trail master plan for connectivity

EXISTING SIDEWALKS

- Condition assessment needed
- Notification/enforcement/ordering construction
- Cost-share program

FUNDING OPTIONS

- Designated source- RUTF, LOST
- TIF in existing urban renewal areas
- Project-by-Project basis (wide range in costs)