

Public Participation in a City Council Meeting:

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

**CITY OF MARSHALLTOWN COUNCIL AGENDA
CITY HALL COUNCIL CHAMBERS
10 WEST STATE STREET
JULY 22, 2024, 5:30 PM**

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

Fonseca, Kell, Ladehoff, Mitchell, Nichols, Schneider, Thompson.

D. PUBLIC COMMENT

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

The Mayor and Councilors shall not engage in discussion or debate on items raised by members of the public, and no action may be taken on items raised in public comments in order to comply with open meeting laws.

E. MAYOR, COUNCIL AND ADMINISTRATOR COMMENTS**1. YEARS OF SERVICE - JULY**

- o Cody German - Fire - Firefighter - 5 years
- o Matthew Gorder - Fire - Fire Lieutenant - 20 years
(from June anniversaries)

F. CONSENT AGENDA**1. APPROVE MINUTES 07/08/24 AND 07/11/24 MEETINGS
AND BILL LIST \$2,481,941.39**

Documents:

[2024-07-08_SIGNED Council Minutes.pdf](#)
[2024-07-11_SIGNED Council Minutes.pdf](#)
[2024-07-22_BILL LIST Summary.pdf](#)
[2024-07-22_BILL LIST Detail.pdf](#)

**2. APPROVE LIQUOR LICENSE RENEWAL FOR THE DEPOT,
114 N CENTER ST**

3. APPROVE CIVIL SERVICE NEW HIRE LISTS

- Street Mechanic - New Hire List
- Sewer Maintenance Worker - New Hire List
- Transit Operator - New Hire List
- Transit Operations Assistant - New Hire List

Documents:

[2024-07-22_CONSENT_Civil Service - Street Mechanic
New Hire List.pdf](#)
[2024-07-22_CONSENT_Civil Service - Sewer
Maintenance Worker New Hire List.pdf](#)
[2024-07-22_CONSENT_Civil Service - Transit Operator
New Hire List.pdf](#)
[2024-07-22_CONSENT_Civil Service - Transit
Operations Assistant New Hire List.pdf](#)

4. APPROVE MAY 2024 FINANCIAL STATEMENTS

Documents:

[May 2024 Financials Memo.pdf](#)
[May 2024 Financial Statements.pdf](#)

**5. RESOLUTION 2024-163 SETTING A PUBLIC HEARING
FOR THE CONVEYANCE AND TRANSFER OF TITLE OF
CITY OWNED PROPERTY TO THE MARSHALLTOWN
COMMUNITY SCHOOL DISTRICT**

Documents:

[2024-07-22_2024-163_Resolution Setting PH for Sale
of Real Estate to MCSD.pdf](#)
[2024-07-22_2024-163_Memo Setting PH for Sale of
Real Estate to MCSD.pdf](#)
[2024-07-22_2024-163_Real Estate Exchange
Agreement.pdf](#)

6. RESOLUTION 2024-164 SETTING PUBLIC HEARING FOR

AN AMENDMENT TO CHAPTER 157 LAND SUBDIVISION REGULATIONS

Documents:

[2024-07-22_2024-164_Resolution Set PH CH 157 Land Subdivision Regulations.pdf](#)
[2024-07-22_2024-164_Memo Set PH CH 157 Land Subdivision Regulations.pdf](#)
[2024-07-22_2024-164_PZ Memo CH 157 Amendment 06.26.24.pdf](#)

7. RESOLUTION 2024-165 APPROVING CONTRACT CHANGE ORDER #11 FOR THE STATE STREET RECONSTRUCTION PROJECT #STR21004

Documents:

[2024-07-22_2024-165_Resolution Change Order 11 State St STR21004.pdf](#)
[2024-07-22_2024-165_Memo_STR21004 State St_CO 11.pdf](#)
[2024-07-22_2024-165_Change Order 11 State St STR21004.pdf](#)

8. RESOLUTION 2024-166 ORDERING CONSTRUCTION OF THE WEST HIGH STREET & SOUTH 6TH STREET INTERSECTION IMPROVEMENTS, BEING PROJECT STR 24001; SETTING PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND OPINION OF PROBABLE COST; AND DIRECTING PUBLICATION OF NOTICE TO BIDDERS

Documents:

[2024-07-22_2024-166_STR24001 6th-High Resolution Order Construction.pdf](#)
[2024-07-22_2024-166_STR24001 Memo_6th-High Order Construction.pdf](#)
[2024-07-22_2024-166_STR24001 Official Notice.pdf](#)
[2024-07-22_2024-166_STR24001 Project Manual.pdf](#)
[2024-07-22_2024-166_STR24001 Plans_draft.pdf](#)
[2024-07-22_2024-166_STR24001 Opinion of Probable Cost.pdf](#)

9. RESOLUTION 2024-167 AUTHORIZING AN AGREEMENT WITH EIDE BAILLY LLP TO EXTEND AUDIT SERVICES FOR THE CITY OF MARSHALLTOWN FOR FISCAL YEAR ENDING JUNE 30, 2024

Documents:

[2024-07-22_2024-167_Resolution Approving Extension of Audit Services.pdf](#)

[2024-07-22_2024-167_Memo for EideBailly extension for audit services.pdf](#)
[2024-07-22_2024-167_EideBailly quote for FY2024 ACFR audit.pdf](#)

10. RESOLUTION 2024-168 AUTHORIZING AN AGREEMENT WITH FIRST INTERSTATE BANK TO EXTEND BANKING SERVICES FOR THE FOR THE CITY OF MARSHALLTOWN FOR 3 MONTHS

Documents:

[2024-07-22_2024-168_Resolution Extending Banking Services First Interstate Bank.pdf](#)
[2024-07-22_2024-168_Memo for First Interstate Bank extension for banking services.pdf](#)
[2024-07-22_2024-168_08-12-2019_2019-193_Signed Res and Banking Agreement.pdf](#)

G. REPORTS

1. LIBRARY BOARD OF TRUSTEES ANNUAL REPORT

H. RESOLUTIONS

1. RESOLUTION 2024-169 APPROVING PRELIMINARY AND FINAL PLAT FOR FREEDOM HILLS 1ST ADDITION AND ACCEPTING THE DEDICATION

Documents:

[2024-07-22_2024-169_Resolution Approving Plat and Accepting Dedication Freedom Hills First Addition.pdf](#)
[2024-07-22_2024-169_Memo Approving Plat and Accepting Dedication Freedom Hills First Addition.pdf](#)
[2024-07-22_2024-169_Prelim Plat 24-MS-0133 Signed TRS 7-16-24.pdf](#)
[2024-07-22_2024-169_Final Plat 24-MS-0133 Signed TRS 7-16-24.pdf](#)
[2024-07-22_2024-169_Legal Documents Combined.pdf](#)

I. ORDINANCES

1. PUBLIC HEARING AND ORDINANCE 15089 APPROVING THE REZONING OF CREEKSIDE LANE FROM MIXED-USE TO MEDIUM RESIDENTIAL

2ND READING

Documents:

[2024-07-22_ORD 15089_Rezoning of Creekside Lane \(SCL 6.26.24\).pdf](#)

**1.1. MOTION TO WAIVE THE THIRD READING OF
ORDINANCE 15089 APPROVING THE REZONING OF
CREEKSIDE LANE FROM MIXED-USE TO MEDIUM
RESIDENTIAL**

**2. ORDINANCE 15090 TO AMEND THE CODE OF
ORDINANCES, CITY OF MARSHALLTOWN, IOWA
CHAPTER 157 (LAND SUBDIVISION REGULATIONS)
1ST READING**

Documents:

2024-07-22_ORD 15090_CH 157 Land Subdivision
Amendment MDB 7.9.24 (SCL 7.12.24).pdf
2024-07-22_ORD 15090_Memo for 1st Reading of
Amendment to Chapter 157.pdf

J. DISCUSSION

**1. REQUEST FOR DEVELOPMENT AGREEMENT FOR
FREEDOM HILLS PROJECT**

Documents:

2024-07-22_DISCUSSION1_Memo Development
Agreement for Rise M, LLC.pdf
2024-07-22_DISCUSSION1_RISE Request for
Developer Agreement.pdf
2024-07-22_DISCUSSION1_UR Plan No. 3
Amendment.pdf

**2. REQUEST TO PURCHASE ALLEY BETWEEN 406-408 WEST
MADISON STREET**

Documents:

2024-07-22_DISCUSSION2_Memo Request to
Purchase ROW.pdf
2024-07-22_DISCUSSION2_Request to Purchase
Alley.pdf
2024-07-22_DISCUSSION2_Beacon Map.pdf

K. ADJOURNMENT

MISSION STATEMENT

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

agenda notices and department news at www.marshalltown-ia.gov.



**COUNCIL PROCEEDINGS
JULY 8, 2024**

Mayor Greer, called the meeting to order at 5:30 p.m., July 8, 2024, at the City Hall Council Chambers, 10 W State Street, and led the pledge of allegiance. Roll call—Present: Kell, Ladehoff, Mitchell, Nichols, Schneider, Thompson. There is a vacancy for 4th Ward Councilor. Public comments for items not on the agenda were provided. Mayor, Council, and Administrator comments were provided.

CONSENT AGENDA

Motion by Nichols, second by Schneider to adopt the consent agenda less items 5 and 7: APPROVE MINUTES 06/24/24, 06/28/24, 06/29/24, 07/02/24 MEETINGS AND BILL LIST \$1,441,459.56; APPROVE LIQUOR LICENSE RENEWALS FOR IMPALA BALLROOM, APPLEBEE'S NEIGHBORHOOD GRILL & BAR, WAL-MART SUPERCENTER #581; APPROVE APRIL 2024 FINANCIAL STATEMENTS; RECEIPT OF BUILDING & TRADE PERMIT REPORT - JUNE 2024; RESOLUTION 2024-151 ADOPTING SUPPLEMENTS S-9 TO THE CODE OF ORDINANCES OF THE CITY OF MARSHALLTOWN, IOWA, THROUGH ORDINANCE 15084; RESOLUTION 2024-153 APPROVING THE FY2023 ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR THE CITY OF MARSHALLTOWN; RESOLUTION 2024-154 DECLARING CERTAIN PROPERTY SURPLUS PROPERTY AND AUTHORIZING SALE AND DISPOSAL THEREOF FROM THE PARKS AND RECREATION DEPARTMENT; RESOLUTION 2024-155 SETTING PUBLIC HEARING FOR AN AMENDMENT TO THE ZONING ORDINANCE FOR THE REZONING OF CREEKSIDE LANE TO MEDIUM RESIDENTIAL; RESOLUTION 2024-156 APPROVING A FIBER OPTIC LINE EASEMENT WITH INTERSTATE POWER AND LIGHT COMPANY FOR PARCELS 8417-30-300-001 AND 8417-30-300-003; RESOLUTION 2024-157 APPROVING CONTRACT ADDENDUM TO THE PROFESSIONAL ADMINISTRATIVE SERVICES AGREEMENT WITH REGION 6 RESOURCE PARTNERS RELATED TO 2021 CDBG GRANT 21-DTR-004, BEING CITY PROJECT ECO21002; RESOLUTION 2024-158 ACCEPTING QUOTE AND AUTHORIZING THE PURCHASE OF A NEW 2,010 GALLON TANK FOR STREET DIVISION FLUSHER TRUCK IN THE AMOUNT OF \$8,113.00; RESOLUTION 2024-159 AUTHORIZING THE PURCHASE OF A 2015 DODGE RAM 4500 BUCKET TRUCK FOR USE IN THE STREET AND PARKS DIVISIONS IN THE AMOUNT OF \$59,995 AND DECLARING ASSET 5422, A 2000 FORD F450 AERIAL LADDER TRUCK, SURPLUS FOR DISPOSAL THEREOF. Motion carried 6-0.

Motion by Ladehoff, second by Schneider to adopt RESOLUTION 2024-150 AUTHORIZING THE USE OF LOCAL OPTION SALES & SERVICE TAX REVENUE FOR YEAR ONE OF A FIVE YEAR CONTRACT WITH AXON ENTERPRISE, INC. TO FUND THE POLICE DEPARTMENT VEHICLE CAMERA, BODY CAMERA, & TASER PROJECT AND AUTHORIZING THE POLICE DEPARTMENT TO CONTRACT WITH AXON ENTERPRISE, INC. FOR EQUIPMENT AND SERVICES. Motion carried 6-0.

Motion by Schneider, second by Thompson to adopt RESOLUTION 2024-152 TO AMEND RESOLUTION 2023-209 SETTING PARAMETERS FOR THE USE OF AUTOMATED TRAFFIC ENFORCEMENT (ATE) FUNDS. Motion carried 6-0.

RESOLUTIONS

Mayor Greer opened a public hearing at 5:46 pm for PROVIDING THE CONVEYANCE AND TRANSFER OF TITLE FOR 407 MARION STREET FROM THE CITY OF MARSHALLTOWN, IOWA TO L. HOGELAND AUTO PLAZA LLC. No written comments were received. Lonnie Hogeland, 1408 E Main St advised he plans to keep the property as a public park. The public hearing was closed at 5:48 pm. Motion by Schneider, second by Ladehoff to adopt RESOLUTION 2024-160 PROVIDING THE CONVEYANCE AND TRANSFER OF TITLE FOR 407 MARION STREET FROM THE CITY OF MARSHALLTOWN, IOWA TO L. HOGELAND AUTO PLAZA LLC. Motion carried 6-0.

ORDINANCES

Mayor Greer opened a public hearing at 5:49 for ORDINANCE 15085 TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA CHAPTER 156 (ZONING). No written comments were received. Public comments were provided requesting further review of requirements for solar arrays. The public hearing was closed at 6:10 pm. Motion by Schneider, second by Nichols to adopt the third reading of ORDINANCE 15085 TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA CHAPTER 156 (ZONING). Motion carried 5-1, Thompson dissenting.

Motion by Ladehoff, second by Schneider to adopt the third reading of ORDINANCE 15087 TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA CHAPTER 118 PEDDLERS, SOLICITORS, TRANSIENT MERCHANTS. Motion carried 6-0.

Motion by Schneider, second by Nichols to adopt the first reading of ORDINANCE 15089 APPROVING THE REZONING OF CREEKSIDE LANE FROM MIXED-USE TO MEDIUM RESIDENTIAL. Motion carried 6-0.

DISCUSSION

Alicia Hunter, City Clerk presented discussion on the sealed bid process for 817-819 N 5th Avenue. Motion by Thompson, second by Ladehoff to rebid 817-819 N 5th Avenue with the same process. Motion carried 6-0.

A request to purchase the alley at 206 N 8th Street was reviewed. Heather Thomas, Public Works Director advised all the utility entities were contacted regarding the request and the Street and Sewer Superintendents are not in favor of vacating the alley due to a storm sewer running through the alley and the ability to remove snow. Motion by Thompson, second Ladehoff to direct staff to prepare the alley for sale. Motion failed 1-5, Kell, Ladehoff, Mitchell, Nichols, Schneider dissenting.

CLOSED SESSION

Motion by Schneider, second by Nichols to enter into closed session pursuant to Section 21.5 subsection (1) paragraph (j) OF THE CODE OF IOWA to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property. The City of Marshalltown has an attorney-client relationship with

Lynch Dallas P.C., by Council Resolution 2022-161, approved 06/13/22. There may be council action by motion following the closed session if directed by the city's attorney. Motion carried 6-0 and the council entered into closed session at 6:31 pm. Motion by Thompson, second by Mitchell to return to open session. Motion carried 6-0 and the council entered open session at 6:46 pm. Roll call—Present: Kell, Ladehoff, Mitchell, Nichols, Schneider, Thompson. Motion by Ladehoff, second by Nichols for staff to proceed as discussed in the closed session. Motion carried 6-0.

ADJOURNMENT

The meeting adjourned at 6:47 p.m.

Respectfully Submitted,



Alicia Hunter, City Clerk

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

COUNCIL PROCEEDINGS
JULY 11, 2024

Mayor Greer, called the special meeting to order at 5:10 p.m., July 11, 2024, at the City Hall Council Chambers, 10 W State Street. Roll call–Present: Kell*, Ladehoff, Mitchell, Nichols*, Schneider*, Thompson (*via Go-To-Meeting). There is a vacancy for 4th Ward Councilor.

CLOSED SESSION

Motion by Ladehoff, second by Nichols to enter into closed session pursuant to Section 21.5, Subsection (1) Paragraph (i) OF THE CODE OF IOWA to evaluate the professional competency of an individual whose appointment, hiring, performance or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session. The City of Marshalltown has an attorney-client relationship with Lynch Dallas P.C., by Council Resolution 2022-161, approved 06/13/22. There may be council action by motion following the closed session if directed by the city's attorney. Motion carried 6-0 and the council entered into closed session at 5:12 pm. Motion by Schneider, second by Nichols to exit closed session. Motion carried 6-0 and the council entered open session at 5:14 pm.

Roll call–Present: Kell*, Ladehoff, Mitchell, Nichols*, Schneider*, Thompson (*via Go-To-Meeting). There is a vacancy for 4th Ward Councilor.

Motion by Schneider, second by Mitchell to adopt RESOLUTION 2024-162 APPROVING EMPLOYMENT AGREEMENT AND APPOINTMENT OF CITY ADMINISTRATOR CAROL WEBB. Motion carried 6-0.

ADJOURNMENT

The meeting adjourned at 5:15 pm.

Respectfully Submitted,



Alicia Hunter, City Clerk

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

BILL LIST 07/22/24

Buildings/Improvements

Boland.Recreati/1 237.00

Consulting & Professional Fees

Bolton&Menk.Inc/2 53,913.36
FOX Strand/1 29,908.56
Health.Partners/1 12,336.12
I.L.E.A./1 50.00
Iowa.One.Call/3 494.10
Lynch.Dallas.PC/5 2,124.85
Stone.Environment/1 2,500.00

Contracts

Ascendance Truc/2 347,188.00
BDH/29 8,012.34
BG.HVAC.INC/3 583.55
Bolton&Menk.Inc/1 1,734.00
CIRO.DIIORIO LLC/1 2,825.00
City.Laundering/2 132.91
Construct/1 181,905.50
Cornerstone Com/1 135,600.93
Cummins.Service/1 1,168.96
DANS.OVERHEAD.D/1 886.01
EO Johnson Co/1 35.80
Fisher Gov Foun/1 75,000.00
Hutchinson Salt/1 5,949.62
Impact.7G.Inc/2 7,542.50
Interconnect/1 345.00
Marsh.Co.Landfi/2 117.75
Marshall.Co.Aud/1 2,500.00
MRI.Software/2 3,720.00
Mtn.Aviation/2 4,666.00
Murphy.Tractor./2 102,220.50
Prairie Waste/2 427.09
Premier.Equip/1 360.55
RDG.Planning/1 5,500.83
Safe Building/1 7,180.00
SAFETY.KLEEN/1 1,024.12
Schendel.Pest.C/2 101.04
Schumacher.Elev/2 488.93
Sensys Gatso/1 5,215.00
Servicemaster/1 1,934.00
Simms Company/1 100,000.00
Steckelberg Vet/1 140.00
Stericycle.Inc/2 140.11
Tomesch Trainin/1 3,517.50
WRH Inc/1 272,474.25
Xerox Corp/2 37.08

Library Books

AdvantageArch/1 200.00
Auburn Pub Lib/1 30.24
Baker & Taylor/29 3,619.29
BRODART.CO/7 978.78
Cengage.Learn/12 927.27
CenterPoint.Prn/1 239.10
OVERDRIVE,INC./1 6,921.84

Medical

Covenant Workpl/1 419.90
Health.Partners/3 65,581.90
Hunter Lane LLC/2 145.77
McFarland.Cl/1 137.00

Payroll.Net

Payroll/1 411,611.26

Refund/Reimbursed

A. Lydia/1 12.99
Amaya, Clarissa/1 25.49
Aragon, Sylvia/1 40.67
Baker & Taylor/4 111.42
Cano, Martin/1 25.49
Chen, Alice/1 105.00
Collins, Tatyana/1 18.99
Davis, Cindy/1 22.19
Dolash, Cari/1 68.47
Fish, Shara/1 16.99
Graves,R/1 49.39
Hunter,A/1 22.41
Keefer, Ashley/1 14.00
Kelly, Amy/1 32.24
Kilker, Stephan/1 39.90
Mariani,Jason/1 32.24
Norris, Megan/1 253.60
Ortega, Alexis/1 61.25
Rodriguez Jr. D/1 22.38
Rodriguez, Jose/1 24.19
Whitmore, Kayla/1 44.82

Rents/Leases

Conzalez, Gilbe/1 55.00
HousingAuth Tam/1 2,500.00
Manship,W/1 458.00
Martin, Lindsey/1 57.00

Service/Repairs

AAA.Septic/1 100.00
Advance.Garage./1 3,318.00
Airgas.U.S.A./1 91.20
Appliance.Dr/1 100.00
Augsburger,Just/1 133.45
Chamber.Commerc/1 471.00
Cline, Troy/5 1,985.00
Global Paymt/1 1,834.34
Granite Telecom/25 1,995.67
Grewell Lawn/1 1,335.00
Grout.Museum/1 225.00
Heart.of.Iowa/3 885.62
HousingAuth Tam/1 53.13
I.R.S./1 1,632.54
IA.Pub.Transit/1 2,500.00
Impact.7G.Inc/1 1,190.00
Iowa.Hometown.S/1 652.00
Knox. Co/1 584.00
Kully.Supply/1 65.81
Language.Line.S/1 974.98
LENZ,D/1 660.00

BILL LIST 07/22/24

Lexipol,LLC/1	18,122.39	SE.Jones.Indust/1	228.50
Lynch.Dallas.PC/2	90.00	SherwinWilliams/1	52.05
M.Co.Recorder/1	111.00	ShoBiz,Minutema/1	41.95
McAtee.Tire/3	115.50	STAPLES/6	181.68
Mediacom/1	468.63	Strands/1	40.63
Menards/3	54.84	Thiesens.Supply/15	1,680.13
Milestone Outdo/1	462.00	Thompsons True/2	31.97
MRI.Software/3	56.00	Tube Pro Inc/1	2,167.75
Mtwn.Aviation/1	30.05	Vajgrt.R/1	183.18
Municipal Pipe/1	11,103.12	Vanwall Equip/1	27.59
Palmers.Family./2	1,064.00	Xcessories.Sqrd/1	711.54
QMG.Inc./1	2,670.00	Ziegler/1	1,284.49
Rainbow Carwash/4	115.66	Taxes Paid	
Reliant.Fire.Ap/2	904.67	IA Dept Revenue/1	94.90
Resendiz Mercad/1	21.50	Travel/Training	
SherwinWilliams/1	37.44	Jones II, Redmo/2	152.62
Stein, Jeff/1	400.00	Tuttle, Jonna/1	50.99
Weblinx/1	750.00	Utilities	
Supplies/Parts		Alliant.Energy/48	50,016.37
Acco Unlimited/1	2,300.25	ConsumersEnergy/3	386.37
Acme.Tools/1	1,933.98	Mtwn.Aviation/1	62.50
AdlandEngraving/1	79.25	Mtwn.Wtrwrks/1	1,114.35
Arnold.Motor/4	196.43	WoodRiver.Enrgy/2	94.08
Ascendance Truc/2	1,076.24	Wage Assignment	
Augsburger,Just/2	1,620.70	American.Educa./1	64.41
BDH/4	16,448.38	Collection.Svs./5	1,228.86
Carrico.Aq.Rs/1	387.96	Colonial.Life/1	242.28
City.Laundering/8	235.80	Entenmann.Rovin/1	146.25
Crop.Rite.Inc/1	105.50	Fidelity.Securt/2	464.35
CTI Ready Mix/5	1,662.00	I.P.E.R.S./7	89,024.02
Dakota Supply/1	1,035.22	I.R.S./6	110,312.07
DEMCO.INCORP./1	667.40	IA.Treasurer/2	20,797.57
Fastenal.Co/3	20.61	ICMA457Mission/11	38,353.53
Galls.LLC/2	50.15	M.F.P.R.S.I./4	131,217.68
Gervich.Sons/1	76.00	Polk.Co.Sheriff/1	106.45
Hawkeye.Truck/1	1,661.11	TotalAdmin.Serv/4	7,103.51
IA Co Attorney/1	150.00	United.Way/4	1,380.30
IA.NAHRO/1	175.00	Work Comp	
Iowa.Irrigation/1	900.00	IA.Workforce/1	309.40
Jensen.Inc/1	1,746.38	Total/521	2,481,941.39
Karl of Mtown/2	926.92		
Kwik.Trip/6	479.75		
LARRY'S.TOWING/1	30.00		
Legg,R/1	27.66		
Marsh.Co.Engr/24	19,072.25		
Martin.Marietta/1	685.50		
McAtee.Tire/1	135.00		
Menards/24	1,508.99		
Michael Todd&Co/1	182.11		
Midland.Scienti/2	359.20		
Mtwn.Aviation/1	276.30		
Napa.Auto/2	260.07		
Northern.Lights/4	2,284.44		
Office.Express/1	69.95		
Racom.Corp/4	29,231.70		

BILL LIST 07/22/24

Account Number	Vendor Name	Description (Item)	Amount
001.1010.5132.00	GALLS LLC	fobus paddle mag/ handcuff combo	\$ 27.20
001.1010.5132.00	GALLS LLC	2 1/4 x 3/8 nameplate	\$ 22.95
001.1010.5230.00	ILEA	transfer of MMPI on 11/01/2023	\$ 50.00
001.1010.5280.00	Lexipol, LLC	7-23-2024 POLICE LEXIPOL AGREEMENT 7/1/24-6/30/25	\$ 18,122.39
001.1010.5342.00	SCHENDEL PEST CONTROL INC	June PD pest control	\$ 50.52
001.1010.5342.00	SCHENDEL PEST CONTROL INC	July PD pest control	\$ 50.52
001.1010.5344.00	Stericycle Inc	PD shredding services	\$ 91.10
001.1010.5347.00	BDH INFORMATION TECHNOLOGY LLC	Block time- 20hrs Police dept	\$ 1,266.25
001.1010.5347.00	BDH INFORMATION TECHNOLOGY LLC	PD-4500 Vecam Backup & Recovery	\$ 54.00
001.1010.5347.00	BDH INFORMATION TECHNOLOGY LLC	PD Covert internet service	\$ 79.34
001.1010.5410.00	MCATEE TIRE SALES & SERVICE INC	PD 527 tire repair	\$ 35.00
001.1010.5410.00	MCATEE TIRE SALES & SERVICE INC	PD 531 new tire	\$ 43.50
001.1010.5410.00	MCATEE TIRE SALES & SERVICE INC	PD 503 tire repair	\$ 37.00
001.1010.5410.00	Rainbow Carwash LLC	PW Bldg wash bay repairs	\$ 11.56
001.1010.5431.00	LANGUAGE LINE SERV INC	over the phone interpretations	\$ 974.98
001.1010.5450.00	Granite Telecommunications LLC	Phone services for July 2024	\$ 293.99
001.1010.5460.00	Iowa County Attorney Assoc	IA Acts of Interest Registration	\$ 150.00
001.1010.5464.00	Tuttle, Jonna	Regional Crisis June 3-7th meals	\$ 50.99
001.1010.5565.00	Arnold Motor Supply	PD 513 plug coil, spark plugs	\$ 58.48
001.1010.5565.00	Karl of Marshalltown	PD van driver seat panel	\$ 138.00
001.1010.5565.00	MCATEE TIRE SALES & SERVICE INC	PD 531 new tire	\$ 135.00
001.1010.5570.00	Marshall County Engineer	June fuel purchases	\$ 6,825.30
001.1010.5570.00	Marshall County Engineer	June fuel purchases	\$ 190.66
001.1010.5600.00	MENARDS	PD 31pc tool set, leather wipes, dishwand	\$ 34.03
001.1011.5342.00	Sensys Gatso USA Inc.	Sensys Gatso ATE Tickets PD	\$ 5,215.00
001.1030.5481.00	Alliant Energy	2801 S 12th St EMG Sirens	\$ 22.16
001.1050.5280.00	Knox Company	Cloud based system for FD emergency boxes	\$ 584.00
001.1050.5410.00	Appliance Doctor	Fire dept repair part for dishwasher	\$ 100.00
001.1050.5410.00	RELIANT FIRE APPARATUS inc	Ladder 175 loose bolts re-torqued	\$ 803.87
001.1050.5410.00	RELIANT FIRE APPARATUS inc	Ladder 174 hydraulic leak repair	\$ 100.80
001.1050.5450.00	Granite Telecommunications LLC	Phone services for July 2024	\$ 97.99
001.1050.5565.00	Arnold Motor Supply	Fire vehicle spark plugs, fuel filter	\$ 10.09
001.1050.5570.00	Marshall County Engineer	June fuel purchases	\$ 236.14
001.1050.5571.00	Marshall County Engineer	June fuel purchases	\$ 759.49
001.1050.5600.00	Adland Engraving	Fire dept recognition plaque-Pepper	\$ 79.25
001.1050.5600.00	MENARDS	Fire dept shower curtain	\$ 5.49
001.1050.5600.00	MENARDS	Fire dept microwave	\$ 108.99
001.1050.5600.00	MENARDS	Fire dept duct tape and broom	\$ 27.13
001.1050.5600.00	MENARDS	Fire dept Seafoam	\$ 8.48
001.1050.5600.00	MENARDS	Fire dept WM hose 60 " braid SS 2pk	\$ 27.99
001.1070.5450.00	Granite Telecommunications LLC	Phone services for July 2024	\$ 40.89
001.1071.5342.00	Safe Building	Rental Inspection Services Agreement FY23/24	\$ 7,180.00
001.1071.5450.00	Granite Telecommunications LLC	Phone services for July 2024	\$ 40.89
001.1071.5565.00	LARRYS TOWING & TIRE SERVICE	Housing vehicle tire repair	\$ 30.00
001.1071.5570.00	Marshall County Engineer	June fuel purchases	\$ 40.14
001.1071.5605.00	Sho Biz Inc dba Minuteman	B Deemer Business cards	\$ 41.95
001.1075.5234.00	Lynch Dallas PC	Mall Property June	\$ 542.35
001.1075.5263.00	Cline, Troy	City Owned Nuisance Properties - Mowing/Trimming	\$ 595.00
001.1075.5263.00	Cline, Troy	Nuisance Abatement - Mowing/Trimming	\$ 65.00
001.1075.5263.00	Cline, Troy	Nuisance Abatement - Mowing, Trimming, Clean-Up	\$ 820.00
001.1075.5263.00	Cline, Troy	City Owned Nuisance Properties - Mowing/Trimming	\$ 45.00
001.1075.5263.00	Cline, Troy	Nuisance Abatement - Mowing/Trimming	\$ 460.00
001.1075.5450.00	Granite Telecommunications LLC	Phone services for July 2024	\$ 40.89
001.1075.5565.00	Augsburger, Justin	Code Enforcement Vehicle - 2 Tires JUNE	\$ 356.00
001.1075.5565.00	JENSEN INC	Code Enforcement vehicle replaced water pump	\$ 1,746.38
001.1075.5570.00	Marshall County Engineer	June fuel purchases	\$ 58.93
001.1075.5570.00	Marshall County Engineer	June fuel purchases	\$ 85.59
001.1075.5703.00	BDH INFORMATION TECHNOLOGY LLC	Monitor Replacement_Code Enforcement	\$ 198.00
001.1099.5342.00	B&G HVAC INC	P/F bldg Fire RTU #1 main breaker tripped	\$ 256.50
001.1099.5342.00	CUMMINS Sales & Service	generator transfer switch troubleshooting	\$ 1,168.96
001.1099.5342.00	Interconnect Inc	Police and Fire Bldg camera repairs	\$ 345.00
001.1099.5410.00	Kully Supply	Police & Fire bldg drinking fountain parts	\$ 65.81
001.1099.5410.00	MENARDS	PD drinking fountain repair	\$ 12.93
001.1099.5450.00	MEDIACOM	Police and Fire internet 7/13-8/12/24	\$ 468.63
001.2020.5444.00	Iowa Dept of Revenue	Jan-June 2024 Electric Fuel tax	\$ 94.90
001.2020.5570.00	Marshall County Engineer	June fuel purchases	\$ 37.12
001.2080.5342.00	Dans Overhead Doors	Hangar door #9 service call	\$ 886.01
001.2080.5342.00	MARSHALLTOWN AVIATION INC	Airport management	\$ 2,583.00
001.2080.5344.00	MARSHALLTOWN AVIATION INC	Airfield Maintenance	\$ 2,083.00
001.2080.5450.00	MARSHALLTOWN AVIATION INC	Internet	\$ 30.05

001.2080.5481.00(Alliant Energy	2651 170th St TEMP All FY24	\$ 472.06
001.2080.5481.00(MARSHALLTOWN AVIATION INC	Electrical Services	\$ 62.50
001.2080.5600.00(MARSHALLTOWN AVIATION INC	Filtration Corp	\$ 276.30
001.2080.5611.00(CROP RITE INC	Herbicide for Airport	\$ 105.50
001.4010.5342.00(SERVICEMASTER OF MTOWN INC	Library July Janitorial	\$ 1,934.00
001.4010.5343.00(Grout Museum District	membership 9/1/24-8/31/25	\$ 225.00
001.4010.5343.00(Stein, Jeff	Presentation July 21	\$ 400.00
001.4010.5344.00(PREMIER OFFICE EQUIPMENT	Library monthly copies 5/30-6/29	\$ 360.55
001.4010.5344.00(Xerox Corp	Library contract and copies 5/30-6/21	\$ 14.59
001.4010.5347.00(BDH INFORMATION TECHNOLOGY LLC	Block time- 10 hrs Library	\$ 633.13
001.4010.5386.00(LENZ, DUANE	Library June contract mowings	\$ 660.00
001.4010.5410.00(Iowa Hometown Security INC	Library Blue room 1 camera	\$ 652.00
001.4010.5450.00(Granite Telecommunications LLC	Phone services for July 2024	\$ 121.26
001.4010.5481.00(Alliant Energy	Library - 105 W Boone St All FY24	\$ 4,071.02
001.4010.5600.00(DEMCO INCORP	10 boxes clear heavy duty non glare labels	\$ 667.40
001.4010.5600.00(OFFICE EXPRESS	thermal rolls	\$ 69.95
001.4010.5704.00(WEBLINX	Website hosting & maintenance 1 year	\$ 750.00
001.4010.5733.00(Auburn Public Library	replacement books	\$ 30.24
001.4010.5736.00(OVERDRIVE,INC.	FY25 Bridges E-book content fee	\$ 6,921.84
001.4010.5980.00(Arevalo, Lydia	returned lost item	\$ 12.99
001.4010.5980.00(Collins, Tatyana	returned lost book	\$ 18.99
001.4010.5980.00(Fish, Shara	returned lost item	\$ 16.99
001.4010.5980.00(Keefer, Ashley	returned lost book	\$ 14.00
001.4010.5980.00(Kilker, Stephanie	returned lost books	\$ 39.90
001.4030.5132.00(THEISENS SUPPLY INC	Parks dept employee clothing	\$ 96.22
001.4030.5132.00(THEISENS SUPPLY INC	Parks dept employee clothing	\$ 157.47
001.4030.5215.00(Globalpayments	Park & Rec credit card fee	\$ 1,834.34
001.4030.5342.00(Marshall County Landfill	Parks residential	\$ 93.95
001.4030.5342.00(Marshall County Landfill	Parks residential	\$ 23.80
001.4030.5342.00(Prairie Waste Solutions	Parks roll offs - All July	\$ 253.84
001.4030.5410.00(Rainbow Carwash LLC	PW Bldg wash bay repairs	\$ 11.58
001.4030.5450.00(Granite Telecommunications LLC	Phone services for July 2024	\$ 40.89
001.4030.5481.00(Alliant Energy	220 N 13th St Rest room	\$ 18.92
001.4030.5481.00(Alliant Energy	N 13th St	\$ 58.07
001.4030.5481.00(Alliant Energy	Riverview Park east side	\$ 156.75
001.4030.5481.00(Alliant Energy	402 Woodland St Bath House	\$ 1,120.75
001.4030.5481.00(Alliant Energy	516 N 3rd St Elks Park	\$ 28.28
001.4030.5481.00(Alliant Energy	407 Marion St	\$ 27.08
001.4030.5481.00(Alliant Energy	801 WOODLAND ST SHOP	\$ 46.30
001.4030.5481.00(Alliant Energy	602 W Merle Hibbs Blvd	\$ 19.07
001.4030.5482.00(Alliant Energy	402 Woodland St Bath House	\$ 50.91
001.4030.5482.00(Alliant Energy	Reunion Hall	\$ 32.41
001.4030.5482.00(Alliant Energy	905 E MAIN ST PARK SHOP	\$ 32.41
001.4030.5482.00(Alliant Energy	402 Woodland St Comm Bldg	\$ 32.41
001.4030.5565.00(Augspurger, Justin	Parks John Deere 5320 tractor tires/ service - JUN	\$ 1,264.70
001.4030.5565.00(VANWALL EQUIPMENT INC	filler cap	\$ 27.59
001.4030.5570.00(Marshall County Engineer	June fuel purchases	\$ 1,050.42
001.4030.5571.00(Marshall County Engineer	June fuel purchases	\$ 426.59
001.4030.5609.00(THEISENS SUPPLY INC	Miracle Gro	\$ 29.98
001.4030.5611.00(MENARDS	Shingles for Farmers market	\$ 34.82
001.4030.5611.00(MENARDS	US Flag, black cable ties, storage organizer	\$ 106.93
001.4030.5718.00(THEISENS SUPPLY INC	Parks - loppers	\$ 69.98
001.4040.5357.00(PALMERS FAMILY FUN	06/19 & 06/24 Eagle Wristbands	\$ 280.00
001.4040.5450.00(Granite Telecommunications LLC	Phone services for July 2024	\$ 40.89
001.4040.5980.00(Chen, Alice	Summer blast	\$ 105.00
001.4040.5980.00(Ortega, Alexis	Summer Blast	\$ 61.25
001.4041.5357.00(PALMERS FAMILY FUN	06/19 & 06/24 Eagle Wristbands	\$ 784.00
001.4045.5342.00(Tomesch Training LLC	Lifeguard training and supervision	\$ 3,517.50
001.4045.5410.00(QMG Inc	Commercial Glazing Aluminum Frames	\$ 2,670.00
001.4045.5450.00(Granite Telecommunications LLC	Phone services for July 2024	\$ 81.78
001.4045.5607.00(Acco Unlimited	Aquatic Center liquid chlorinating solution	\$ 2,300.25
001.4045.5607.00(Carrico Aquatic Resources Inc	chemical supplies swimming pool	\$ 387.96
001.4045.5607.00(MENARDS	Muriatic acid	\$ 8.99
001.4045.5607.00(MENARDS	Muriatic Acid	\$ 80.91
001.4045.5607.00(SHERWIN WILLIAMS COMPANY	Muriatic acid	\$ 52.05
001.4045.5607.00(Thompsons True Value	Muriatic acid	\$ 22.98
001.4045.5611.00(MENARDS	9' aluminum market umbrella, 9' steel umbrella	\$ 373.38
001.4045.5718.00(Tube Pro Inc	Aquatic Center inflated tubes	\$ 2,167.75
001.4065.5450.00(Granite Telecommunications LLC	Phone services for July 2024	\$ 121.26
001.6010.5450.00(Granite Telecommunications LLC	Phone services for July 2024	\$ 40.89
001.6012.5192.00(Iowa Workforce Development	workers comp claim	\$ 309.40
001.6012.5450.00(Granite Telecommunications LLC	Phone services for July 2024	\$ 40.89
001.6020.5250.00(MARSHALL COUNTY RECORDER	Quit claim deeds	\$ 111.00

001.6020.5280.00(MARSHALLTOWN CHAMBER OF COMMERCE	Membership billing	\$	471.00
001.6020.5450.00(Granite Telecommunications LLC	Phone services for July 2024	\$	40.89
001.6021.5450.00(Granite Telecommunications LLC	911 calls to be reimbursed	\$	300.00
001.6021.5450.00(Granite Telecommunications LLC	Phone services for July 2024	\$	163.57
001.6025.5450.00(Granite Telecommunications LLC	Phone services for July 2024	\$	40.89
001.6040.5234.00(Lynch Dallas PC	general matters 6/18-6/30	\$	825.00
001.6040.5234.00(Lynch Dallas PC	Real Estate 6/17-6/30	\$	459.00
001.6040.5234.00(Lynch Dallas PC	Zoning 6/20-6/30	\$	247.50
001.6040.5331.00(Marshall County Auditor	Prosecutions of traffic and misdemeanor offenses	\$	2,500.00
001.6050.5342.00(B&G HVAC INC	Computer server room not cooling	\$	114.00
001.6050.5342.00(B&G HVAC INC	YSS basement piping repairs	\$	213.05
001.6050.5344.00(SCHUMACHER ELEVATOR COMPANY	City Hall Elevator Maintenance	\$	243.23
001.6050.5410.00(MENARDS	Compost supplies, conduit repairs, YSS sump pump	\$	7.99
001.6050.5410.00(SHERWIN WILLIAMS COMPANY	ADA vestibule paint	\$	37.44
001.6050.5570.00(Marshall County Engineer	June fuel purchases	\$	171.65
001.6050.5600.00(MENARDS	Compost supplies, conduit repairs, YSS sump pump	\$	18.44
001.6050.5600.00(STAPLES BUSINESS CREDIT	City Hall/ Carnegie Bldg paper towels	\$	50.68
001.6050.5600.00(STAPLES BUSINESS CREDIT	City Hall/ Carnegie Bldg cleaning supplies	\$	23.16
001.6050.5600.00(STAPLES BUSINESS CREDIT	City Hall/ Carnegie Bldg cleaning supplies	\$	17.00
001.6050.5600.00(THEISENS SUPPLY INC	Rain clothing for Utility dept employee	\$	16.99
001.6050.5718.00(MENARDS	Temporary lighting for buildings	\$	39.98
001.6051.5344.00(SCHUMACHER ELEVATOR COMPANY	Carnegie Bldg elevator	\$	245.70
001.6051.5600.00(STAPLES BUSINESS CREDIT	City Hall/ Carnegie Bldg paper towels	\$	50.68
001.6051.5600.00(STAPLES BUSINESS CREDIT	City Hall/ Carnegie Bldg cleaning supplies	\$	23.16
001.6051.5600.00(STAPLES BUSINESS CREDIT	City Hall/ Carnegie Bldg cleaning supplies	\$	17.00
001.6070.5347.00(BDH INFORMATION TECHNOLOGY LLC	Finance remote monitoring & mangement	\$	30.00
001.6070.5347.00(BDH INFORMATION TECHNOLOGY LLC	Parks remote monitoring & management	\$	30.00
001.6070.5347.00(BDH INFORMATION TECHNOLOGY LLC	Admin remote monitoring & management	\$	25.00
001.6070.5347.00(BDH INFORMATION TECHNOLOGY LLC	Aquatic Ctr remote monitoring & management	\$	20.00
001.6070.5347.00(BDH INFORMATION TECHNOLOGY LLC	City Council remote monitoring & management	\$	20.00
001.6070.5347.00(BDH INFORMATION TECHNOLOGY LLC	Coliseum remote monitoring & management	\$	45.00
001.6070.5347.00(BDH INFORMATION TECHNOLOGY LLC	Fire dept remote monitoring & mangement	\$	165.00
001.6070.5347.00(BDH INFORMATION TECHNOLOGY LLC	SentinelOne Singularity complete advanced EDR	\$	168.00
001.6070.5347.00(BDH INFORMATION TECHNOLOGY LLC	Police remote monitoring & mangement	\$	390.00
001.6070.5347.00(BDH INFORMATION TECHNOLOGY LLC	Remote monitoring & management	\$	9.00
001.6070.5347.00(BDH INFORMATION TECHNOLOGY LLC	Housing remote monitoring & management	\$	70.00
001.6070.5347.00(BDH INFORMATION TECHNOLOGY LLC	SIEM server device monitoring service	\$	200.00
001.6070.5347.00(BDH INFORMATION TECHNOLOGY LLC	Library remote monitoring & management	\$	135.00
001.6070.5347.00(BDH INFORMATION TECHNOLOGY LLC	SIEM infrastructure device monitoring service	\$	650.00
001.6070.5347.00(BDH INFORMATION TECHNOLOGY LLC	Veeam Monthly subsc -Tyler users	\$	198.00
001.6070.5347.00(BDH INFORMATION TECHNOLOGY LLC	Standalone Advanced SPAM/virus emailing	\$	175.00
001.6070.5347.00(BDH INFORMATION TECHNOLOGY LLC	Block time - 50hrs General Fund	\$	3,165.62
001.6070.5347.00(BDH INFORMATION TECHNOLOGY LLC	City Hall remote monitoring & mangement	\$	130.00
001.6070.5703.00(BDH INFORMATION TECHNOLOGY LLC	drive for City Hall server	\$	810.00
030.1010.5703.00(BDH INFORMATION TECHNOLOGY LLC	PD 511 tablet for vehicle	\$	3,290.38
030.1050.5718.00(RACOM CORPORATION	Belt Clips	\$	218.40
030.1050.5718.00(RACOM CORPORATION	Portable Radios	\$	26,641.60
030.1050.5718.00(RACOM CORPORATION	Speaker	\$	1,687.20
030.1050.5718.00(RACOM CORPORATION	Charger	\$	684.50
030.4010.5732.00(Advantage Archives LLC	duplication of stored microfilm	\$	200.00
030.4010.5732.00(Baker & Taylor Inc	Adult non fiction or fiction books	\$	5.39
030.4010.5732.00(Baker & Taylor Inc	Adult non fiction or fiction books	\$	33.92
030.4010.5732.00(Baker & Taylor Inc	Adult non fiction or fiction books	\$	17.67
030.4010.5732.00(Baker & Taylor Inc	Adult graphic novel	\$	14.24
030.4010.5732.00(Baker & Taylor Inc	lost and replaced book	\$	26.75
030.4010.5732.00(Baker & Taylor Inc	reference book	\$	23.74
030.4010.5732.00(Baker & Taylor Inc	Adult non fiction or fiction books	\$	815.73
030.4010.5732.00(Baker & Taylor Inc	Adult non fiction or fiction books	\$	19.00
030.4010.5732.00(Baker & Taylor Inc	Adult non fiction or fiction books	\$	639.76
030.4010.5732.00(Baker & Taylor Inc	reference book	\$	16.79
030.4010.5732.00(Baker & Taylor Inc	Adult non fiction or fiction books	\$	158.82
030.4010.5732.00(Baker & Taylor Inc	reference books	\$	94.52
030.4010.5732.00(Baker & Taylor Inc	Adult non fiction or fiction books	\$	292.23
030.4010.5732.00(Baker & Taylor Inc	Adult non fiction or fiction books	\$	592.21
030.4010.5732.00(Baker & Taylor Inc	Adult non fiction or fiction books	\$	172.97
030.4010.5732.00(Baker & Taylor Inc	Adult non fiction or fiction books	\$	18.80
030.4010.5732.00(Baker & Taylor Inc	Adult graphic novel	\$	8.99
030.4010.5732.00(Baker & Taylor Inc	Adult non fiction or fiction books	\$	16.14
030.4010.5732.00(Baker & Taylor Inc	lost and replaced book	\$	10.20
030.4010.5732.00(Baker & Taylor Inc	Adult non fiction or fiction books	\$	173.34
030.4010.5732.00(Baker & Taylor Inc	Adult non fiction or fiction books	\$	46.65
030.4010.5732.00(Baker & Taylor Inc	Adult non fiction or fiction books	\$	5.39
030.4010.5732.00(Baker & Taylor Inc	Adult non fiction or fiction books	\$	20.40

030.4010.5732.00(Baker & Taylor Inc	reference book	\$	28.49
030.4010.5732.00(Baker & Taylor Inc	Adult non fiction or fiction books	\$	221.75
030.4010.5732.00(Baker & Taylor Inc	Adult non fiction or fiction books	\$	15.15
030.4010.5732.00(Baker & Taylor Inc	Adult non fiction or fiction books	\$	23.99
030.4010.5732.00(Baker & Taylor Inc	Adult non fiction or fiction books	\$	100.87
030.4010.5732.00(Baker & Taylor Inc	lost and replaced book	\$	5.39
030.4010.5732.00(Brodart Co	Juvenile books	\$	255.54
030.4010.5732.00(Brodart Co	Juvenile books	\$	161.15
030.4010.5732.00(Brodart Co	Juvenile books	\$	64.18
030.4010.5732.00(Brodart Co	Juvenile books	\$	203.31
030.4010.5732.00(Brodart Co	Juvenile books	\$	25.12
030.4010.5732.00(Brodart Co	Juvenile books	\$	242.24
030.4010.5732.00(Brodart Co	Juvenile books	\$	27.24
030.4010.5732.00(CENGAGE LEARNING INC	L-T books	\$	64.77
030.4010.5732.00(CENGAGE LEARNING INC	L-T books	\$	158.94
030.4010.5732.00(CENGAGE LEARNING INC	L-T books	\$	83.96
030.4010.5732.00(CENGAGE LEARNING INC	L-T books	\$	20.99
030.4010.5732.00(CENGAGE LEARNING INC	L-T books	\$	98.21
030.4010.5732.00(CENGAGE LEARNING INC	L-T books	\$	47.23
030.4010.5732.00(CENGAGE LEARNING INC	L-T books	\$	256.00
030.4010.5732.00(CENGAGE LEARNING INC	L-T books	\$	50.23
030.4010.5732.00(CENGAGE LEARNING INC	L-T books	\$	17.24
030.4010.5732.00(CENGAGE LEARNING INC	large type book	\$	20.99
030.4010.5732.00(CENGAGE LEARNING INC	L-T books	\$	29.24
030.4010.5732.00(CENGAGE LEARNING INC	large type books	\$	79.47
030.4010.5732.00(CENTER POINT LARGE PRINT	adult fiction or non fiction	\$	239.10
030.4030.5776.00(BOLAND RECREATION INC	Goalsetter basketball	\$	237.00
030.6070.5703.00(BDH INFORMATION TECHNOLOGY LLC	Computers for Police Cars 510, 517, 522, 527	\$	12,150.00
110.2010.5132.00(CITY LAUNDERING COMPANY	uniform cleaning & insurance	\$	8.79
110.2010.5132.00(CITY LAUNDERING COMPANY	uniform cleaning & insurance	\$	8.79
110.2010.5132.00(THEISENS SUPPLY INC	Street dept employee clothing	\$	189.96
110.2010.5132.00(THEISENS SUPPLY INC	Street dept employee clothing	\$	185.66
110.2010.5132.00(THEISENS SUPPLY INC	Street dept employee clothing	\$	99.98
110.2010.5132.00(THEISENS SUPPLY INC	Street dept employee boots	\$	149.99
110.2010.5132.00(THEISENS SUPPLY INC	Street dept employee boots	\$	139.99
110.2010.5132.00(THEISENS SUPPLY INC	Street dept employee boots	\$	249.99
110.2010.5342.00(CITY LAUNDERING COMPANY	other services	\$	117.31
110.2010.5342.00(CITY LAUNDERING COMPANY	other services	\$	15.60
110.2010.5342.00(SAFETY KLEEN SYSTEMS INC	waste pickup and supplies	\$	1,024.12
110.2010.5347.00(BDH INFORMATION TECHNOLOGY LLC	PW-4500 Veeam Backup & recovery	\$	18.00
110.2010.5347.00(BDH INFORMATION TECHNOLOGY LLC	PW remote monitoring & management	\$	75.00
110.2010.5380.00(AIRGAS USA, LLC	Street dept rentals	\$	91.20
110.2010.5386.00(Milestone Outdoor Co	PW Bldg lawn health care application	\$	462.00
110.2010.5410.00(Augspurgen, Justin	Gravely mower spare tire JUNE	\$	133.45
110.2010.5410.00(Rainbow Carwash LLC	PW Bldg wash bay repairs	\$	46.26
110.2010.5450.00(Granite Telecommunications LLC	Phone services for July 2024	\$	60.63
110.2010.5460.00(Legg, Richard	Meal reimbursement -Debris management course	\$	27.66
110.2010.5481.00(Alliant Energy	2107 S Center St irrigation system	\$	19.07
110.2010.5481.00(Alliant Energy	905 E Main PW Bldg	\$	941.63
110.2010.5482.00(WoodRiver Energy LLC	905 E Main St 6/10-7/9	\$	56.45
110.2010.5565.00(Ascendance Trucks Midwest LLC	Switch for New Dump Truck	\$	538.12
110.2010.5565.00(Ascendance Trucks Midwest LLC	Deadman Switch for New Dump Truck	\$	538.12
110.2010.5565.00(MENARDS	5" deck wheel	\$	11.99
110.2010.5570.00(KWIK Trip Inc	Paint truck small engine gas	\$	66.12
110.2010.5570.00(KWIK Trip Inc	Paint truck small engine gas	\$	64.60
110.2010.5570.00(KWIK Trip Inc	Paint truck small engine gas	\$	61.18
110.2010.5570.00(KWIK Trip Inc	Paint truck small engine gas	\$	60.07
110.2010.5570.00(KWIK Trip Inc	Street dept small engine gas	\$	174.71
110.2010.5570.00(KWIK Trip Inc	Paint truck small engine gas	\$	53.07
110.2010.5570.00(Marshall County Engineer	June fuel purchases	\$	885.73
110.2010.5571.00(Marshall County Engineer	June fuel purchases	\$	1,466.11
110.2010.5600.00(Arnold Motor Supply	Street dept restock hydraulic supplies	\$	47.78
110.2010.5600.00(Arnold Motor Supply	Street dept restock hydraulic supplies	\$	80.08
110.2010.5600.00(CITY LAUNDERING COMPANY	supplies	\$	27.94
110.2010.5600.00(CITY LAUNDERING COMPANY	supplies	\$	27.94
110.2010.5600.00(CTI Ready Mix Inc	Street dept concrete blocks	\$	200.00
110.2010.5600.00(FASTENAL COMPANY	Street dept supplies	\$	3.78
110.2010.5600.00(GERVICH & SONS INC	Street dept stock steel	\$	76.00
110.2010.5600.00(MENARDS	Ratchet binder, transport chain	\$	353.92
110.2010.5600.00(MENARDS	1000' caution tape	\$	19.98
110.2010.5600.00(MENARDS	10pk adapters, crimp rings, pex white sticks	\$	29.34
110.2010.5600.00(MENARDS	Sign shop lag screws	\$	18.32
110.2010.5600.00(MENARDS	Red chalk and reel	\$	23.97

110.2010.5600.00(MENARDS	Street shop Gorilla tape	\$ 13.99
110.2010.5600.00(MENARDS	2G safety can, 5" deck wheel, cleaning spray	\$ 74.96
110.2010.5600.00(THEISENS SUPPLY INC	Street dept bug repellents	\$ 22.98
110.2010.5600.00(THEISENS SUPPLY INC	propane	\$ 21.99
110.2010.5600.00(THEISENS SUPPLY INC	Street dept -spreader and grass seed	\$ 144.98
110.2010.5600.00(THEISENS SUPPLY INC	Street dept - clevis, ball mount	\$ 103.97
110.2010.5600.00(Vajgrt, Roger	100lb propane	\$ 183.18
110.2010.5600.00(Ziegler Inc	Street truck 62- cutting edge, end edge, nuts&bolt	\$ 1,284.49
110.2010.5620.00(MARTIN MARIETTA MATERIALS	Street dept asphalt emulsion	\$ 685.50
110.2010.5626.00(Xcessories Squared	Stainless steel banding, brackets	\$ 711.54
110.2010.5718.00(SE Jones Industries Inc	air conditioner pressure test gauge	\$ 228.50
110.2010.5750.00(Ascendance Trucks Midwest LLC	2024InterDump Truck Chassis (Resolution 2021-182)	\$ 175,394.00
110.2010.5750.00(Ascendance Trucks Midwest LLC	2024InterDump Truck Chassis (Resolution 2021-182)	\$ 171,794.00
110.2010.5750.00(MURPHY TRACTOR & EQUIPMENT CO	Tracked Skid Loader	\$ 67,220.50
110.2030.5410.00(MENARDS	Compost supplies, conduit repairs, YSS sump pump	\$ 33.92
110.2030.5481.00(Alliant Energy	N 18th Ave Bridge	\$ 56.92
110.2030.5481.00(Alliant Energy	HWY 14 & HWY 30 St Lights	\$ 84.53
110.2030.5481.00(Alliant Energy	N 13th Street lights	\$ 92.73
110.2030.5481.00(Alliant Energy	25 N 13th St	\$ 48.39
110.2030.5481.00(Alliant Energy	207 W Main St	\$ 35.70
110.2030.5481.00(Alliant Energy	211 S 9th St Front Terrace	\$ 19.07
110.2030.5481.00(Consumers Energy Coop	City of Marshalltown 6/1-7/1	\$ 239.90
110.2040.5132.00(CITY LAUNDERING COMPANY	Utility dept - uniform cleaning	\$ 40.00
110.2040.5132.00(CITY LAUNDERING COMPANY	Utility dept - uniform cleaning	\$ 40.00
110.2040.5230.00(IOWA ONE CALL	Utility Div IA one call charges	\$ 28.80
110.2040.5450.00(Granite Telecommunications LLC	Phone services for July 2024	\$ 40.89
110.2040.5481.00(Alliant Energy	S Center St & W Berle	\$ 39.44
110.2040.5481.00(Alliant Energy	N 18TH AVE & E MAIN	\$ 28.67
110.2040.5481.00(Alliant Energy	13 S 13th St cnr Main St	\$ 40.65
110.2040.5481.00(Alliant Energy	S 12TH AVE E OLIVE ST	\$ 38.59
110.2040.5481.00(Alliant Energy	S Center St North of Mall	\$ 46.12
110.2040.5481.00(Alliant Energy	N 3rd Ave Cnr State	\$ 114.05
110.2040.5481.00(Alliant Energy	W Southridge Rd Cnr Center	\$ 38.77
110.2040.5481.00(Alliant Energy	S Center St Cnr Hibbs	\$ 41.67
110.2040.5481.00(Alliant Energy	Riverside Dr cnr 3rd Ave	\$ 31.73
110.2040.5481.00(Alliant Energy	502 E Southridge Rd	\$ 19.07
110.2040.5481.00(Consumers Energy Coop	City of Marshalltown 6/1-7/1	\$ 77.19
110.2040.5481.00(Consumers Energy Coop	City of Marshalltown 6/1-7/1	\$ 69.28
110.2040.5570.00(Marshall County Engineer	June fuel purchases	\$ 189.17
110.2050.5600.00(HAWKEYE TRUCK EQUIPMENT INC	control for brine on plow truck	\$ 1,661.11
110.2050.5622.00(Hutchinson Salt Co Inc	Street dept medium rock	\$ 5,949.62
110.2060.5347.00(BDH INFORMATION TECHNOLOGY LLC	Engineering remote monitoring & mangement	\$ 100.00
110.2060.5347.00(BDH INFORMATION TECHNOLOGY LLC	PW-4500 Veeam Backup & recovery	\$ 18.00
110.2060.5450.00(Granite Telecommunications LLC	Phone services for July 2024	\$ 81.78
110.2060.5570.00(Marshall County Engineer	June fuel purchases	\$ 206.62
110.2060.5685.00(Michael Todd & Co Inc	Engr Survey Marking Paint	\$ 182.11
110.2060.5685.00(Thompsons True Value	Engr pink survey paint	\$ 8.99
110.2070.5571.00(Marshall County Engineer	June fuel purchases	\$ 324.92
121.6012.5464.00(Jones II, Redmond	City Admin recruitment mileage	\$ 132.53
121.6012.5464.00(Jones II, Redmond	City Admin recruitment meal	\$ 20.09
121.6050.5342.00(Ciro Dilorio Masonry & Landscaping LLC	City Hall & Carnegie Limestone Repair	\$ 2,825.00
132.5020.5331.00(Fisher Governor Foundation	Iowa Great Places Grant	\$ 75,000.00
132.5020.5331.00(Simms Company LLC	Catalyst Grant - Gildner's Building	\$ 100,000.00
132.5020.5342.00(Cornerstone Commercial Contractors Inc	Awarded Contract w/ Change Order #1 thru 6/30/24	\$ 135,600.93
132.5020.5342.00(RDG Planning & Design	Downtown Facade Improvements thru 6/30/24	\$ 5,500.83
133.2900.5342.00(Impact 7G Inc	Brownfields Assistance Contract June 2024	\$ 1,493.75
140.4030.5611.00(MENARDS	Comm Bldg door sweeps	\$ 47.79
140.4030.5611.00(Strands	Kiwanis Park Black paint	\$ 40.63
142.4030.5611.00(IOWA IRRIGATION, CORP.	6th St range roam XL remote	\$ 900.00
153.1010.5321.00(Steckelberg Vet Clinic	June Timber dog boarding	\$ 140.00
170.4010.5734.00(Baker & Taylor Inc	Christen memorial books	\$ 71.23
170.4010.5734.00(Baker & Taylor Inc	memorial book	\$ 17.10
170.4010.5734.00(Baker & Taylor Inc	Adult non fiction or fiction books	\$ 5.99
170.4010.5734.00(Baker & Taylor Inc	Christen memorial book	\$ 17.10
181.3040.5342.00(Impact 7G Inc	Lead Hazard Reduction Program 2023 June 2024	\$ 6,048.75
181.3040.5415.00(Impact 7G Inc	Lead Hazard Reduction Program 2023 June 2024	\$ 1,190.00
181.3040.5450.00(Granite Telecommunications LLC	Phone services for July 2024	\$ 40.89
184.5030.5238.00(Housing Authority of the City of Tampa Florida	rent assistance -portable tenant	\$ 53.13
184.5030.5242.00(Gonzales, Gilbert #2	rent assistance	\$ 55.00
184.5030.5242.00(Housing Authority of the City of Tampa Florida	rent assistance -portable tenant	\$ 2,500.00
184.5030.5242.00(Manship, Wyatt	rental assistance	\$ 458.00
184.5030.5242.00(Martin, Lindsey	rent assistance	\$ 57.00
184.5030.5280.00(MRI Software LLC	occupant applicators December 2023	\$ 16.00

184.5030.5280.00(MRI Software LLC	occupant applications January 2024	\$	32.00
184.5030.5280.00(MRI Software LLC	occupant applications Feb 2024	\$	8.00
184.5030.5344.00(EO Johnson Co Inc	Housing copies Contract KB-CONT3935-01	\$	35.80
184.5030.5344.00(Stericycle Inc	Housing services	\$	49.01
184.5030.5347.00(MRI Software LLC	RHR subscriptions April - July 2024	\$	930.00
184.5030.5347.00(MRI Software LLC	RHR subscriptions 4/1/23-3/31/24 FY24	\$	2,790.00
184.5030.5450.00(Granite Telecommunications LLC	Phone services for July 2024	\$	40.89
184.5030.5460.00(IOWA NAHRO	NAHRO Conference OCTOBER 17/18, 2024	\$	175.00
355.1075.5234.00(Lynch Dallas PC	307 N 13th Ave June	\$	51.00
355.1075.5250.00(Lynch Dallas PC	908 S 9th Ave recording fee	\$	30.00
355.1075.5250.00(Lynch Dallas PC	908 S 9th Ave June	\$	60.00
355.1075.5342.00(Bolton & Menk Inc	Survey for 12 W Main St/14 W Main Wall Adjust	\$	1,734.00
363.2010.5600.00(Dakota Supply Group	6"x20ft dual wall high density drain pipe	\$	1,035.22
363.2010.5600.00(MENARDS	Street dept concrete mix	\$	3.99
363.2010.5617.00(CTI Ready Mix Inc	Bailey Dr	\$	631.00
363.2010.5718.00(ACME Tools	Street dept Laser with receiver, tripod, remote	\$	1,933.98
363.2012.5342.00(CONSTRUCT INC	STR21004 State St Reconstruction 6/1/24-6/30/24	\$	181,905.50
364.4030.5233.00(Bolton & Menk Inc	Water Plaza Construction Contract	\$	15,239.86
364.4030.5233.00(Bolton & Menk Inc	Riverview Park Phase 1 Design and Engineering	\$	38,673.50
610.8015.5233.00(Stone Environmental Engineering	Air permit for flare - Engineering Srvc	\$	2,500.00
610.8015.5342.00(Prairie Waste Solutions	#2 June screening removals	\$	173.25
610.8015.5344.00(Xerox Corp	June 24 Xerox and copies	\$	22.49
610.8015.5347.00(BDH INFORMATION TECHNOLOGY LLC	WPCP 4500 Veeam Backup & recovery	\$	18.00
610.8015.5347.00(BDH INFORMATION TECHNOLOGY LLC	WPCP remote monitoring & mangement	\$	110.00
610.8015.5386.00(Grewell Lawn & Snow Removal Services LLC	WPCP June 2024 mowings	\$	1,335.00
610.8015.5450.00(Granite Telecommunications LLC	Phone services for July 2024	\$	61.04
610.8015.5450.00(HEART OF IOWA COMMUNICATIONS CO-OP	July 24 direct connect internet PW/WPCP	\$	442.81
610.8015.5481.00(Alliant Energy	N 3rd Ave River Sign	\$	20.60
610.8015.5481.00(Alliant Energy	Riverview Park liftstation	\$	19.07
610.8015.5481.00(Alliant Energy	1001 Woodland St Water Pollution	\$	33,500.95
610.8015.5481.00(Alliant Energy	JBS 402 N 10TH AVE	\$	19.07
610.8015.5482.00(Alliant Energy	1001 WOODLAND ST DISP PLANT	\$	2,680.39
610.8015.5483.00(Marshalltown Water Works	June 24 Plant water usage	\$	1,114.35
610.8015.5570.00(Marshall County Engineer	June fuel purchases	\$	324.92
610.8015.5603.00(MIDLAND SCIENTIFIC INC	LAB buffer solution	\$	193.00
610.8015.5603.00(MIDLAND SCIENTIFIC INC	LAB - hydrogen peroxide	\$	166.20
610.8015.5980.00(Amaya, Clarissa	Sewer refund 2024 filled pool	\$	25.49
610.8015.5980.00(Aragon, Sylvia	Sewer refund 2024 filled pool	\$	40.67
610.8015.5980.00(Cano, Martin	Sewer refund 2024 filled pool	\$	25.49
610.8015.5980.00(Davis, Cindy	Sewer refund 2024 filled pool	\$	22.19
610.8015.5980.00(Dolash, Cari	Sewer refund 2024 filled pool	\$	68.47
610.8015.5980.00(Graves, Rita	Sewer refund 2024 filled pool	\$	49.39
610.8015.5980.00(HUNTER, ALICIA M	Sewer refund 2024 filled pool	\$	22.41
610.8015.5980.00(Kelly, Amy	Sewer refund 2024 Filled pool	\$	32.24
610.8015.5980.00(Mariani, Jason	Sewer refund 2024 filled pool	\$	32.24
610.8015.5980.00(Norris, Megan	Sewer refund 2024 filled pool 411 Jerome St	\$	253.60
610.8015.5980.00(Rodriguez Jr., David	Sewer refund 2024 filled pool	\$	22.38
610.8015.5980.00(Rodriguez, Jose	Sewer refund 2024 filled pool	\$	24.19
610.8015.5980.00(Whitmore, Kayla	Sewer refund 2024 filled pool	\$	44.82
610.8016.5230.00(IOWA ONE CALL	Sewer dept underground locators	\$	279.18
610.8016.5450.00(Granite Telecommunications LLC	Phone services for July 2024	\$	36.64
610.8016.5450.00(HEART OF IOWA COMMUNICATIONS CO-OP	July 24 direct connect internet PW/WPCP	\$	265.69
610.8016.5481.00(Alliant Energy	608 Turner St Pump Station	\$	189.65
610.8016.5481.00(Alliant Energy	N 22nd St	\$	131.93
610.8016.5481.00(Alliant Energy	S 12TH AVE CNR E MAIN	\$	128.67
610.8016.5481.00(Alliant Energy	Marion St - WPCP	\$	111.89
610.8016.5481.00(Alliant Energy	1511 Rolling Meadows Rd	\$	230.73
610.8016.5482.00(Alliant Energy	1001 Woodland St Shed	\$	32.41
610.8016.5570.00(Marshall County Engineer	June fuel purchases	\$	370.49
610.8016.5571.00(Marshall County Engineer	June fuel purchases	\$	156.67
610.8016.5600.00(CTI Ready Mix Inc	Westwood and Campbell	\$	277.00
610.8016.5600.00(FASTENAL COMPANY	Sewer dept safety glasses, eyeware	\$	10.10
615.8015.5233.00(FOX Strand	WPC21001 WPCP 6/1/24-6/30/24	\$	29,908.56
615.8015.5342.00(WRH Inc	WPC21001 Headworks & Digester Impro 6/1/24-6/30/24	\$	272,474.25
616.8016.5348.00(Municipal Pipe Tool Co	SAN21001 2020 Sanitary Sewer CIPP 3/26/24-6/25/24	\$	11,103.12
690.8050.5132.00(CITY LAUNDERING COMPANY	Transit dept - uniform cleaning	\$	41.17
690.8050.5132.00(CITY LAUNDERING COMPANY	Transit dept - uniform cleaning	\$	41.17
690.8050.5251.00(Resendiz Mercado, Jose	Transit employee CDL	\$	21.50
690.8050.5280.00(IOWA PUBLIC TRANSIT ASSOC	Annual membership dues 7/1/24-6/30/25	\$	2,500.00
690.8050.5347.00(BDH INFORMATION TECHNOLOGY LLC	Transit remote monitoring & management	\$	15.00
690.8050.5380.00(AAA SEPTIC SERVICE INC	July rental Fisher Comm Center	\$	100.00
690.8050.5410.00(Advance Garage Doors Inc	East wash bay replace/repair garage door	\$	3,318.00
690.8050.5410.00(Rainbow Carwash LLC	PW Bldg wash bay repairs	\$	46.26

690.8050.5450.00(Granite Telecommunications LLC	Phone services for July 2024	\$ 60.63
690.8050.5481.00(Alliant Energy	905 E Main PW Bldg	\$ 627.76
690.8050.5482.00(WoodRiver Energy LLC	905 E Main St 6/10-7/9	\$ 37.63
690.8050.5565.00(Karl of Marshalltown	Bus 191 radiator, thermostat, gaskets, belt kit	\$ 788.92
690.8050.5565.00(NAPA AUTO PARTS	water pump gasket and oil dry	\$ 148.36
690.8050.5565.00(NAPA AUTO PARTS	Bus 191 automatic tensioner	\$ 111.71
690.8050.5570.00(Marshall County Engineer	June fuel purchases	\$ 275.26
690.8050.5571.00(Marshall County Engineer	June fuel purchases	\$ 4,533.01
740.8065.5230.00(IOWA ONE CALL	Sewer dept underground locators	\$ 186.12
740.8065.5450.00(Granite Telecommunications LLC	Phone services for July 2024	\$ 24.42
740.8065.5450.00(HEART OF IOWA COMMUNICATIONS CO-OP	July 24 direct connect internet PW/WPCP	\$ 177.12
740.8065.5481.00(Alliant Energy	301 N 18TH AVE LIFTSTATION	\$ 3,861.14
740.8065.5481.00(Alliant Energy	N 3rd Ave - WPCP	\$ 478.09
740.8065.5570.00(Marshall County Engineer	June fuel purchases	\$ 247.00
740.8065.5570.00(Marshall County Engineer	June fuel purchases	\$ 105.88
740.8065.5571.00(Marshall County Engineer	June fuel purchases	\$ 104.44
740.8065.5600.00(CTI Ready Mix Inc	1001 Woodland St storm sewer builds	\$ 277.00
740.8065.5600.00(CTI Ready Mix Inc	1st St & Main St	\$ 277.00
740.8065.5600.00(FASTENAL COMPANY	Sewer dept safety glasses, eyeware	\$ 6.73
750.8070.5481.00(Alliant Energy	901 Woodland St Compost Pile	\$ 58.62
750.8070.5600.00(MENARDS	Compost supplies, conduit repairs, YSS sump pump	\$ 35.18
750.8070.5750.00(MURPHY TRACTOR & EQUIPMENT CO	Tracked Skid Loader	\$ 35,000.00
760.8080.5608.00(NORTHERN LIGHTS DISTRIBUTING	Parks resale products	\$ 597.07
760.8080.5608.00(NORTHERN LIGHTS DISTRIBUTING	Parks resale products	\$ 439.75
760.8080.5608.00(NORTHERN LIGHTS DISTRIBUTING	Parks resale products	\$ 279.70
760.8080.5608.00(NORTHERN LIGHTS DISTRIBUTING	Parks resale products	\$ 967.92
881.1010.5339.00(Hunter Lane LLC	June 16- June 30 paid medical claims	\$ 20.87
881.1010.5339.00(MCFARLAND CLINIC PC	PD employee physical	\$ 137.00
881.1050.5339.00(Hunter Lane LLC	June 16- June 30 paid medical claims	\$ 124.90
884.7010.5230.00(Health Partners	Monthly fees-July	\$ 12,336.12
884.7010.5250.00(INTERNAL REVENUE SERVICE	720 Quarterly Federal Excise Tax Return	\$ 1,632.54
884.7010.5337.00(Covenant Workplace Solutions	July EAP services	\$ 419.90
884.7010.5337.00(Health Partners	Premiums-July	\$ 29,056.51
884.7010.5339.00(Health Partners	Health claims 6/27-7/03	\$ 32,907.39
884.7010.5339.00(Health Partners	Dental claims 6/27-7/03	\$ 3,618.00
999.1101.000 INTERNAL REVENUE SERVICE	Bi-Weekly Federal Taxes	\$ 29,870.73
999.1101.000 INTERNAL REVENUE SERVICE	Bi-Weekly Federal Taxes	\$ 23,270.44
999.1102.000 TREASURER STATE OF IOWA	Bi-Weekly Payroll SIT	\$ 12,369.25
999.1102.000 TREASURER STATE OF IOWA	Bi-Weekly Payroll SIT	\$ 8,428.32
999.1103.000 INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Social Security	\$ 33,398.16
999.1103.000 INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Social Security	\$ 7,243.02
999.1105.000 MUNICIPAL FIRE & POLICE RETIREMENT	PRIOR MONTH MFPRSI CONTRIBUTIONS	\$ 29,542.72
999.1105.000 MUNICIPAL FIRE & POLICE RETIREMENT	PRIOR MONTH MFPRSI CONTRIBUTIONS	\$ 32,942.25
999.1105.000 MUNICIPAL FIRE & POLICE RETIREMENT	PRIOR MONTH MFPRSI CONTRIBUTIONS	\$ 31,764.71
999.1105.000 MUNICIPAL FIRE & POLICE RETIREMENT	PRIOR MONTH MFPRSI CONTRIBUTIONS	\$ 36,968.00
999.1106.000 IOWA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	PRIOR MONTH IPERS CONTRIBUTIONS	\$ 34,847.52
999.1106.000 IOWA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	PRIOR MONTH IPERS CONTRIBUTIONS	\$ 232.67
999.1106.000 IOWA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	PRIOR MONTH IPERS CONTRIBUTIONS	\$ 7,318.38
999.1106.000 IOWA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	PRIOR MONTH IPERS CONTRIBUTIONS	\$ 37,009.19
999.1106.000 IOWA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	Rounding	\$ 0.23
999.1106.000 IOWA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	PRIOR MONTH IPERS CONTRIBUTIONS	\$ 232.67
999.1106.000 IOWA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	PRIOR MONTH IPERS CONTRIBUTIONS	\$ 9,383.36
999.1107.000 INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Medicare	\$ 10,649.96
999.1107.000 INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Medicare	\$ 5,879.76
999.1112.000 UNITED WAY	UNITED WAY	\$ 666.15
999.1112.000 UNITED WAY	UNITED WAY	\$ 24.00
999.1112.000 UNITED WAY	UNITED WAY	\$ 666.15
999.1112.000 UNITED WAY	UNITED WAY	\$ 24.00
999.1121.000 American Education Services	ACCOUNT #6481652230	\$ 64.41
999.1121.000 COLLECTION SERVICES CENTER	CHILD SUPPORT	\$ 139.77
999.1121.000 COLLECTION SERVICES CENTER	CHILD SUPPORT	\$ 423.86
999.1121.000 COLLECTION SERVICES CENTER	CHILD SUPPORT	\$ 101.59
999.1121.000 COLLECTION SERVICES CENTER	CHILD SUPPORT	\$ 102.11
999.1121.000 COLLECTION SERVICES CENTER	CHILD SUPPORT	\$ 461.53
999.1121.000 Polk County Sheriff	CASE# LACV007272	\$ 106.45
999.1125.000 FIDELITY SECURITY LIFE INSURANCE CO	VISION INSURANCE	\$ 327.30
999.1125.000 FIDELITY SECURITY LIFE INSURANCE CO	VISION INSURANCE	\$ 137.05
999.1128.000 TOTAL ADMINISTRATIVE SERVICE CORP.	FLEX HEALTH BENEFITS	\$ 5,286.90
999.1128.000 TOTAL ADMINISTRATIVE SERVICE CORP.	FLEX HEALTH BENEFITS	\$ 833.29
999.1129.000 TOTAL ADMINISTRATIVE SERVICE CORP.	FLEX DEP CARE BENEFITS	\$ 774.99
999.1129.000 TOTAL ADMINISTRATIVE SERVICE CORP.	FLEX DEP CARE BENEFITS	\$ 208.33
999.1131.000 ICMA 457-Mission Square Retirement	Mission Square Retirement - Plan #303417	\$ 848.29
999.1131.000 ICMA 457-Mission Square Retirement	Mission Square Retirement - Plan #303417ICMA DEF C	\$ 4,117.23

999.1131.000	ICMA 457-Mission Square Retirement	ICMA DEF COMP	\$ 230.76
999.1131.000	ICMA 457-Mission Square Retirement	Mission Square Retirement - Plan #705230	\$ 1,216.92
999.1131.000	ICMA 457-Mission Square Retirement	Mission Square Retirement - Plan #705230	\$ 2,543.45
999.1131.000	ICMA 457-Mission Square Retirement	Mission Square Retirement - Plan #303417ICMA DEF C	\$ 1,225.00
999.1131.000	ICMA 457-Mission Square Retirement	ICMA DEF COMP	\$ 269.23
999.1131.000	ICMA 457-Mission Square Retirement	Mission Square Retirement - Plan #705230	\$ 152.92
999.1131.000	ICMA 457-Mission Square Retirement	Mission Square Retirement - Plan #705230	\$ 875.00
999.1131.000	ICMA 457-Mission Square Retirement	Mission Square Retirement - Plan #705230	\$ 965.00
999.1133.000	COLONIAL LIFE	COLONIAL LIFE INSURANCE	\$ 242.28
999.1150.000	ICMA 457-Mission Square Retirement	EMPLOYEE RHS CONTRIBUTION	\$ 25,909.73
999.1164.000	ENTENMANN ROVIN COMPANY	154 TT dome badge	\$ 146.25
Payroll	Payroll	Payroll 15	\$ 411,611.26
TOTAL			\$ 2,481,941.39



Jill Petermeier
Human Resource Director
24 North Center Street
Marshalltown, IA 50158
Tel (641) 754-5704 Fax (641) 844-1899
jpetermeier@marshalltown-ia.gov

To: Civil Service Commission

From: Rick Legg, Street Superintendent
Heather Thomas, Public Works Director

Re: Street Mechanic New Hire List

After reviewing all applicants and their qualifications, the following person was tested and considered to best meet the qualifications for the above listed position:

Johnathon Remster* (282/357)

*Veteran's Preference

This list shall be valid for a period not to exceed July 11, 2025

Certified by Civil Service Commission on July 11, 2024



Nancy Harris, Civil Service Commission Chair

Attest:



Alicia Hunter, Clerk of the Commission



Jill Petermeier
Human Resource Director
24 North Center Street
Marshalltown, IA 50158
Tel (641) 754-5704 Fax (641) 844-1899
jpetermeier@marshalltown-ia.gov

To: Civil Service Commission

From: Troy McGahuey , Street Superintendent
Heather Thomas, Public Works Director

Re: Sewer Maintenance Worker- New Hire List

After reviewing all applicants and their qualifications, the following person was tested and considered to best meet the qualifications for the above listed position:

Benjamin Reinert (206/399)

This list shall be valid for a period not to exceed July 11, 2025

Certified by Civil Service Commission on July 11, 2024



Nancy Harris, Civil Service Commission Chair

Attest:



Alicia Hunter, Clerk of the Commission



Jill Petermeier, Human Resources Director
City of Marshalltown, Iowa
24 North Center Street
Marshalltown, IA 50158
Tel(641)754-5704 Fax (641)844-1899
jpetermeier@marshalltown-ia.gov

To: Civil Service Commission
From: Kevin Pigors, Transit Administrator
Re: Certified Hire List
Position: Transit Operator - Full Time

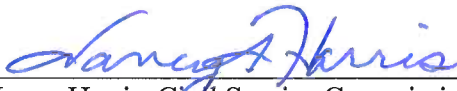
After reviewing all applicant and their qualifications, the following person was tested and considered to best meet the qualifications for the above listed position:

Kim Case (67/112)

This list shall be valid for a period not to exceed July 11, 2025.

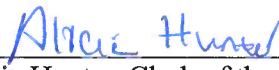
Date List Certified by Civil Service Commission:

July 11, 2024



Nancy Harris, Civil Service Commission Chair

Attest:



Alicia Hunter, Clerk of the Commission



Jill Petermeier, Human Resources Director
City of Marshalltown, Iowa
24 North Center Street
Marshalltown, IA 50158
Tel(641)754-5704 Fax (641)844-1899
jpetermeier@marshalltown-ia.gov

To: Civil Service Commission

From: Kevin Pigors, Transit Administrator
Heather Thomas, Public Works Director

Re: Certified Hire List

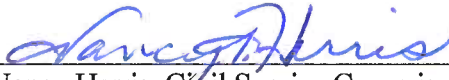
Position: Full Time Transit Operations Assistant

After reviewing all applicants and their qualifications, the following person was tested and considered to best meet the qualifications for the above listed position:

Rebekah Gerling (149/252)

This list shall be valid for a period not to exceed July 11, 2025

Date List Certified by Civil Service Commission:
July 11, 2024



Nancy Harris, Civil Service Commission Chair

Attest:



Alicia Hunter, Clerk of the Commission

MARSHALLTOWN

I O W A

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

TO: Mayor Greer and City Council
FROM: Diana Steiner, Finance Director
DATE: July 18, 2024,
RE: May 2024 Monthly Financial Statements

Strategic Plan:

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

Plan Objective: N/A

Recommendation: Staff recommends approving the May 2024 monthly financial statements.

Budget Impact: N/A

Description/Background: The Finance Department has prepared and reconciled the May 2024 financial statements for your review. The budgeted amounts shown are based on the FY24 amended budget approved in April 2024.

The attached reports include the following:

- Fund Balance Report, which includes the beginning balance at 6/30/23, the year-to-date revenues and expenses for 11 months and the ending fund cash balance.
- Cash & Investments Report, which includes current balances and interest rates for all city investments.
- Monthly Budget Report, which reflects monthly and year-to-date revenues and expenses by each fund and then in summary. If the YTD Activity amount is less than the YTD Budget amount, it will show as unfavorable for revenues and favorable for expenses.

Items of interest this month

- \$7,433,693 in bond payments were made. Transfers from Enterprise Funds to the GO Bond Debt Fund 200 will be made in June.
- \$1,915,920 in property taxes were received
- \$382,023 in utility excise taxes were received
- \$166,389 was received for the IFA SRF Headworks and \$441,193 was spent in Fund 615.

CITY COUNCIL

Vacant, Barry Kell, Mike Ladehoff, Mark Mitchell,
Greg Nichols, Jeff Schneider, Gary Thompson



MARSHALLTOWN

IOWA

FUND BALANCE REPORT AS OF 05/31/2024

Fund	Beginning Balan	Total Revenues	Total Expenses	Ending Balance
001 - GENERAL FUND	3,567,795.12	16,166,086.89	16,100,770.79	3,633,111.22
010 - CASH FLOW RESERVE FUND	2,755,575.96	402,215.96	-	3,157,791.92
030 - CAPITAL RESERVE	-	388,690.86	388,690.86	-
031 - CAPITAL RSRV-BLDG MAINT	248,847.16	16,036.75	-	264,883.91
032 - CIP LARGE VEHICLE/EQUIPMENT	93,755.00	-	66,625.00	27,130.00
110 - ROAD USE TAX	7,872,965.91	3,802,961.89	1,930,827.84	9,745,099.96
112 - EMPLOYEE BENEFITS FUND	3,768,809.74	2,452,475.30	2,257,740.43	3,963,544.61
117 - POLICE/FIRE RETIREMENT	642,477.91	1,005,818.32	876,830.52	771,465.71
119 - EMERGENCY FUND	-	259,394.27	150,354.45	109,039.82
121 - LOCAL OPTION SALES TAX	6,012,923.56	4,277,404.36	2,281,419.49	8,008,908.43
125 - TAX INCREMENT FINANCING	169,545.77	1,482,285.08	721,181.68	930,649.17
130 - CITY TORT LIABILITY	128,206.16	19,338.39	52,586.49	94,958.06
132 - GRANTS-STATE/LOCAL AGENCIES	(1,237,771.42)	1,960,188.34	914,470.49	(192,053.57)
133 - UNDESIGNATED FEDERAL GRANTS	(26,937.26)	788,654.11	1,190,657.38	(428,940.53)
140 - PARK & REC DONATION FUND	301,596.26	89,303.52	64,124.85	326,774.93
141 - MTOWN TENNIS ASSOC	2,890.06	112.73	-	3,002.79
142 - SOFTBALL ASSOCIATION FUND	(6,149.75)	18,576.30	23,899.50	(11,472.95)
144 - LIVE HEALTHY IOWA	6,277.56	241.09	-	6,518.65
145 - TORNADO GENERAL	287,863.02	-	-	287,863.02
148 - FEMA-COVID19	(12,143.15)	7,680.52	-	(4,462.63)
149 - FEMA - WINDS	334,019.33	159,665.35	15,291.60	478,393.08
150 - LOCAL PD GRANTS	(4,019.97)	44,047.26	54,271.73	(14,244.44)
151 - DEPT OF JUSTICE GRANTS	(18,454.98)	115,013.33	96,890.09	(331.74)
152 - POLICE UNDESIGNATED GRANTS	(10,240.50)	84,015.64	85,654.94	(11,879.80)
153 - POLICE DEPT DONATION FUND	122,990.71	10,845.97	41,571.23	92,265.45
156 - FIRE DEPT DONATION FUND	82,179.22	4,393.57	31,471.03	55,101.76
160 - ECONOMIC DEVELOPMENT GIFT	54,964.15	2,144.07	-	57,108.22
161 - SURETY DEPOSITS/SUBDIVIDER	11,466.96	447.31	-	11,914.27
170 - LIBRARY DONATION FUND	114,613.95	54,212.44	23,546.77	145,279.62
177 - SEIZED ASSETS (POLICE)	24,663.16	2,863.44	10,045.68	17,480.92
181 - #7 HUD LEAD GRANT	-	82,982.02	118,237.16	(35,255.14)
184 - VOUCHERS - 002, 003	212,388.44	1,335,901.60	1,229,804.86	318,485.18
189 - #6 HUD LEAD GRANT/NOW STATE FUNDS ONLY	81,342.03	663,127.41	587,679.56	156,789.88
200 - GO BONDS DEBT FUND	216,257.80	4,212,152.02	7,029,862.82	(2,601,453.00)
300 - CIP COLLECTION FUND	389,865.65	670,570.57	361,763.97	698,672.25
311 - RISE STREET GRANTS	(3,632,998.53)	4,277,656.38	1,695,572.37	(1,050,914.52)
312 - AIRPORT PROJECT FUND	122,392.82	5,959.43	158,064.29	(29,712.04)
320 - SPECIAL ASSESSMENT PROJECTS	(14,510.95)	-	-	(14,510.95)
340 - BIKE PATH PROJECT FUND	(1,511.60)	-	2,358.10	(3,869.70)
341 - TREES FOREVER PROJECT	25,667.35	14,957.31	18,401.87	22,222.79
350 - GO BONDS CAPITAL PROJECTS	9,341.72	364.40	-	9,706.12
355 - 2015 GO BONDS (D&D)	380,907.57	96,088.58	236,199.95	240,796.20
361 - LIBRARY BUILDING ADDITION	1,626.33	-	1,626.33	-
362 - 2020 GO BONDS	713,101.88	27,694.41	5,982.30	734,813.99
363 - 2021 GO BONDS	7,376,741.08	2,710,334.69	3,437,448.22	6,649,627.55
364 - 2022 GO BONDS	9,627,478.41	547,781.23	345,480.45	9,829,779.19
365 - 2023 GO BONDS	-	9,880,958.74	51,863.00	9,829,095.74
389 - AMERICAN RESCUE PLAN	3,105,941.21	-	2,522,487.28	583,453.93
395 - ECONOMIC DEVELOPMENT PROJECT FUND	-	-	166,525.60	(166,525.60)
610 - WATER POLLUTION CONTROL	-	4,830,983.49	4,830,983.49	-
611 - WPCP REVENUE	20,994,624.06	9,274,940.63	4,844,158.63	25,425,406.06
614 - WPCP CAPITAL IMPROVEMENT RSRV	1,120,657.22	43,715.02	-	1,164,372.24
615 - WPCP PLANT & IMPROVEMENTS	-	5,629,904.08	5,875,999.52	(246,095.44)
616 - SANITARY SEWER REHAB PROJECT	-	2,003,332.34	2,067,976.84	(64,644.50)
617 - SANITARY SEWER NEW CONSTRUCTN	156,657.20	21,428.65	-	178,085.85
690 - TRANSIT OPERATING	1,005,655.70	942,112.39	936,077.91	1,011,690.18
740 - STORM SEWER UTILITY	1,751,034.24	1,348,261.76	614,656.60	2,484,639.40
741 - 2016 GO STORM WATER PROJ	797,609.06	31,113.44	-	828,722.50
750 - COMPOSTING FACILITY	200,498.34	80,354.87	49,738.51	231,114.70
760 - P&R CONCESSIONS ENTERPRISE	(25,565.37)	50,101.05	32,778.13	(8,242.45)
881 - OCCUPATIONAL INSURANCE ESCROW	120,913.02	150,054.75	73,221.11	197,746.66
884 - GROUP HEALTH INSURANCE ESCROW	24,141.74	3,363,324.44	3,352,676.08	34,790.10
886 - WORKMAN'S COMP DEDUCTIBLE FUND	34,883.61	1,358.17	71.00	36,170.78
913 - 911 COMMISSION	(6,957.22)	1,105,756.92	1,222,550.21	(123,750.51)
952 - SURETY BONDS/DEPOSITS	5,004.16	704.71	-	5,708.87
	<u>70,081,896.61</u>	<u>87,019,088.56</u>	<u>69,249,169.00</u>	<u>87,851,816.17</u>

Account	Name	Ending Balance	Interest Rate
BalObject: 0110 - P&R Deposits			
<u>999.0110.100</u>	First Interstate Bank P&R Deposits	130,190.46	2.25
	Total BalObject: 0110 - P&R Deposits :	130,190.46	
BalObject: 0111 - Operating			
<u>999.0111.100</u>	First Interstate Bank Operating	656,981.77	2.25
	Total BalObject: 0111 - Operating:	656,981.77	
BalObject: 0113 - Payroll			
<u>999.0113.100</u>	First Interstate Bank Payroll	400,000.00	2.25
	Total BalObject: 0113 - Payroll:	400,000.00	
BalObject: 0114 - Dev Inspections			
<u>999.0114.100</u>	First Interstate Bank Dev Inspections	34,409.39	2.25
	Total BalObject: 0114 - Dev Inspections:	34,409.39	
BalObject: 0115 - HUD Admin			
<u>999.0115.100</u>	First Interstate Bank HUD Admin	290,777.85	2.25
	Total BalObject: 0115 - HUD Admin:	290,777.85	
BalObject: 0116 - HUD HAP			
<u>999.0116.100</u>	First Interstate Bank HUD HAP	27,916.26	2.25
	Total BalObject: 0116 - HUD HAP:	27,916.26	
BalObject: 0117 - Police			
<u>999.0117.100</u>	First Interstate Bank Police	15,930.57	2.25
	Total BalObject: 0117 - Police:	15,930.57	
BalObject: 0117 - ACH			
<u>999.0118.100</u>	First Interstate Bank ACH	1,000.00	2.25
	Total BalObject: 0118 -ACH	1,000.00	
BalObject: 0120 - PETTY CASH			
<u>001.0120.000</u>	PETTY CASH - RECORDS	100.00	0.00
<u>144.0120.000</u>	PETTY CASH-TRACK MEET	1,000.00	0.00
<u>750.0120.000</u>	PETTY CASH	500.00	0.00
<u>760.0120.000</u>	PETTY CASH	350.00	0.00
	Total BalObject: 0120 - PETTY CASH:	1,950.00	
BalObject: 0121 - PETTY CASH-SWIMMING POOLS			
<u>001.0121.000</u>	PETTY CASH-SWIMMING POOLS	300.00	0.00
	Total BalObject: 0121 - PETTY CASH-SWIMMING	300.00	
BalObject: 0122 - PETTY CASH-CITY CLERK			
<u>001.0122.000</u>	PETTY CASH-CITY CLERK	200.00	0.00
	Total BalObject: 0122 - PETTY CASH-CITY CLERK:	200.00	

Account	Name	Ending Balance	Interest Rate
BalObject: 0123 - PETTY CASH-LIBRARY			
001.0123.000	PETTY CASH-LIBRARY	100.00	0.00
	Total BalObject: 0123 - PETTY CASH-LIBRARY:	100.00	
BalObject: 0124 - PETTY CASH-LIBRARY			
001.0125.000	PETTY CASH-LIBRARY	200.00	0.00
	Total BalObject: 0124 - PETTY CASH-LIBRARY:	200.00	
BalObject: 0125 - PETTY CASH-PARK			
001.0125.000	PETTY CASH-PARK	225.00	0.00
	Total BalObject: 0125 - PETTY CASH-PARK:	225.00	
BalObject: 0130 - CASH HELD BY INSUR ADMIN			
885.0130.000	CASH HELD BY INSUR ADM	1.00	0.00
	Total BalObject: 0130 - CASH HELD BY INSUR ADM	1.00	
BalObject: 0215 - IPAIT MONEY MARKET			
999.0215.000	IPAIT MONEY MARKET	15,560,874.13	5.09
	Total BalObject: 0215 - IPAIT MONEY MARKET:	15,560,874.13	
BalObject: 0216 - FIRST INTERSTATE BANK MM			
999.0216.000	First Interstate Bank MM	7,674,484.60	2.25
	Total BalObject: 0216 - FIRST INTERSTATE BANK M	7,674,484.60	
BalObject: 0240 - MIDWEST ONE CD (91-365 DAYS)			
364.0240.000	MIDWEST ONE CD	-	5.30
999.0240.000	MIDWEST ONE CD	10,000,000.00	4.95-5.30
	Total BalObject: 0240 - MIDWEST ONE CD	10,000,000.00	
BalObject: 0243 - GNB INV			
365.0243.000	GNB CD	-	
999.0243.000	GNB CD	12,054,550.14	5.22-5.47
	Total BalObject: 0243 - GNB INV	12,054,550.14	
BalObject: 0246 - PINNACLE INV			
365.0246.000	PINNACLE CD	5,000,000.00	5.35-5.47
999.0246.000	PINNACLE CD	17,000,000.00	5.19-5.54
	Total BalObject: 0246 - PINNACLE CD	22,000,000.00	
BalObject: 0265 - IPAIT CD			
999.0265.000	IPAIT CD	5,000,000.00	5.26-5.3
	Total BalObject: 0265 - IPAIT CD	5,000,000.00	
BalObject: 0273 - IPAIT GOV SEC			
999.0273.000	IPAIT GOV INV	13,996,959.43	5.151-5.6
	Total BalObject: 0273 - IPAIT GOV SEC	13,996,959.43	
BalObject: 0999 - POOLED CASH			
999.0999.000	POOLED CASH - prepaid work comp and outstanding AP	4,765.57	0.00
	Total BalObject: 0999 - POOLED CASH:	4,765.57	
	TOTAL	87,851,816.17	



Monthly Budget Report - Marshalltown

Group Summary

For Fiscal: 2023-2024 Period Ending: 05/31/2024

Account Type	May Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Fund: 001 - GENERAL FUND					
Revenue	1,371,556.01	17,396,872.46	16,166,086.89	-1,230,785.57	18,978,471.00
Expense	1,278,529.21	17,391,556.05	16,100,770.79	1,290,785.26	18,978,471.00
Total Fund: 001 - GENERAL FUND:	93,026.80	5,316.41	65,316.10	59,999.69	0.00
Fund: 010 - CASH FLOW RESERVE FUND					
Revenue	11,926.24	346,394.40	402,215.96	55,821.56	378,000.00
Total Fund: 010 - CASH FLOW RESERVE FUND:	11,926.24	346,394.40	402,215.96	55,821.56	378,000.00
Fund: 030 - CAPITAL RESERVE					
Revenue	13,658.98	639,802.02	388,690.86	-251,111.16	697,966.00
Expense	13,658.98	639,789.70	388,690.86	251,098.84	697,966.00
Total Fund: 030 - CAPITAL RESERVE:	0.00	12.32	0.00	-12.32	0.00
Fund: 031 - CAPITAL RSRV-BLDG MAINT					
Revenue	1,000.40	11,084.26	16,036.75	4,952.49	12,092.00
Expense	0.00	138,658.74	0.00	138,658.74	151,275.00
Total Fund: 031 - CAPITAL RSRV-BLDG MAINT:	1,000.40	-127,574.48	16,036.75	143,611.23	-139,183.00
Fund: 032 - CIP LARGE VEHICLE/EQUIPMENT					
Revenue	0.00	86,245.50	0.00	-86,245.50	94,086.00
Expense	0.00	61,392.10	66,625.00	-5,232.90	67,000.00
Total Fund: 032 - CIP LARGE VEHICLE/EQUIPMENT:	0.00	24,853.40	-66,625.00	-91,478.40	27,086.00
Fund: 110 - ROAD USE TAX					
Revenue	351,036.24	3,624,398.91	3,802,961.89	178,562.98	3,953,890.00
Expense	111,784.20	3,287,163.88	1,930,827.84	1,356,336.04	3,586,201.00
Total Fund: 110 - ROAD USE TAX:	239,252.04	337,235.03	1,872,134.05	1,534,899.02	367,689.00
Fund: 112 - EMPLOYEE BENEFITS FUND					
Revenue	275,787.69	2,227,702.29	2,452,475.30	224,773.01	2,430,221.00
Expense	0.00	2,946,136.27	2,257,740.43	688,395.84	3,213,967.00
Total Fund: 112 - EMPLOYEE BENEFITS FUND:	275,787.69	-718,433.98	194,734.87	913,168.85	-783,746.00
Fund: 117 - POLICE/FIRE RETIREMENT					
Revenue	113,586.94	920,138.78	1,005,818.32	85,679.54	1,003,788.00
Expense	0.00	1,057,993.75	876,830.52	181,163.23	1,154,175.00
Total Fund: 117 - POLICE/FIRE RETIREMENT:	113,586.94	-137,854.97	128,987.80	266,842.77	-150,387.00
Fund: 119 - EMERGENCY FUND					
Revenue	29,434.03	241,059.28	259,394.27	18,334.99	262,974.00

Account Type		May Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Expense		0.00	241,059.50	150,354.45	90,705.05	262,974.00
Total Fund: 119 - EMERGENCY FUND:		29,434.03	-0.22	109,039.82	109,040.04	0.00
Fund: 121 - LOCAL OPTION SALES TAX						
Revenue		401,179.89	3,845,416.63	4,277,404.36	431,987.73	4,195,000.00
Expense		9,883.00	6,242,242.82	2,281,419.49	3,960,823.33	6,809,956.00
Total Fund: 121 - LOCAL OPTION SALES TAX:		391,296.89	-2,396,826.19	1,995,984.87	4,392,811.06	-2,614,956.00
Fund: 125 - TAX INCREMENT FINANCING						
Revenue		161,000.14	1,030,691.75	1,482,285.08	451,593.33	1,124,391.00
Expense		242,623.81	1,090,033.01	721,181.68	368,851.33	1,189,127.00
Total Fund: 125 - TAX INCREMENT FINANCING:		-81,623.67	-59,341.26	761,103.40	820,444.66	-64,736.00
Fund: 130 - CITY TORT LIABILITY						
Revenue		1,691.50	39,416.52	19,338.39	-20,078.13	43,000.00
Expense		0.00	72,842.88	52,586.49	20,256.39	79,465.00
Total Fund: 130 - CITY TORT LIABILITY:		1,691.50	-33,426.36	-33,248.10	178.26	-36,465.00
Fund: 132 - GRANTS-STATE/LOCAL AGENCIES						
Revenue		295,601.60	3,089,807.38	1,960,188.34	-1,129,619.04	3,370,779.21
Expense		183,847.28	2,978,515.76	914,470.49	2,064,045.27	3,249,290.04
Total Fund: 132 - GRANTS-STATE/LOCAL AGENCIES:		111,754.32	111,291.62	1,045,717.85	934,426.23	121,489.17
Fund: 133 - UNDESIGNATED FEDERAL GRANTS						
Revenue		50,026.22	4,312,005.61	788,654.11	-3,523,351.50	4,704,050.00
Expense		178,121.35	4,304,164.37	1,190,657.38	3,113,506.99	4,695,550.00
Total Fund: 133 - UNDESIGNATED FEDERAL GRANTS:		-128,095.13	7,841.24	-402,003.27	-409,844.51	8,500.00
Fund: 140 - PARK & REC DONATION FUND						
Revenue		2,964.03	54,999.89	89,303.52	34,303.63	60,000.00
Expense		9,373.45	182,638.28	64,124.85	118,513.43	199,275.00
Total Fund: 140 - PARK & REC DONATION FUND:		-6,409.42	-127,638.39	25,178.67	152,817.06	-139,275.00
Fund: 141 - MTOWN TENNIS ASSOC						
Revenue		11.34	91.63	112.73	21.10	100.00
Total Fund: 141 - MTOWN TENNIS ASSOC:		11.34	91.63	112.73	21.10	100.00
Fund: 142 - SOFTBALL ASSOCIATION FUND						
Revenue		0.00	34,456.51	18,576.30	-15,880.21	37,589.00
Expense		4,279.63	28,792.72	23,899.50	4,893.22	31,439.00
Total Fund: 142 - SOFTBALL ASSOCIATION FUND:		-4,279.63	5,663.79	-5,323.20	-10,986.99	6,150.00
Fund: 144 - LIVE HEALTHY IOWA						
Revenue		20.84	6,918.01	241.09	-6,676.92	7,547.00
Expense		0.00	6,917.35	0.00	6,917.35	7,547.00
Total Fund: 144 - LIVE HEALTHY IOWA :		20.84	0.66	241.09	240.43	0.00
Fund: 145 - TORNADO GENERAL						
Expense		0.00	142,985.26	0.00	142,985.26	156,000.00

Monthly Budget Report - Marshalltown

For Fiscal: 2023-2024 Period Ending: 05/31/2024

Account Type	May Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Total Fund: 145 - TORNADO GENERAL:	0.00	142,985.26	0.00	142,985.26	156,000.00
Fund: 148 - FEMA-COVID19					
Revenue	2,465.85	11,127.38	7,680.52	-3,446.86	12,144.00
Total Fund: 148 - FEMA-COVID19:	2,465.85	11,127.38	7,680.52	-3,446.86	12,144.00
Fund: 149 - FEMA - WINDS					
Revenue	0.00	196,521.38	159,665.35	-36,856.03	214,413.00
Expense	0.00	140,742.03	15,291.60	125,450.43	153,541.00
Total Fund: 149 - FEMA - WINDS:	0.00	55,779.35	144,373.75	88,594.40	60,872.00
Fund: 150 - LOCAL PD GRANTS					
Revenue	4,467.02	54,978.00	44,047.26	-10,930.74	60,000.00
Expense	4,424.56	54,978.00	54,271.73	706.27	60,000.00
Total Fund: 150 - LOCAL PD GRANTS:	42.46	0.00	-10,224.47	-10,224.47	0.00
Fund: 151 - DEPT OF JUSTICE GRANTS					
Revenue	11,354.44	52,060.69	115,013.33	62,952.64	56,800.00
Expense	11,509.20	92,749.80	96,890.09	-4,140.29	101,185.00
Total Fund: 151 - DEPT OF JUSTICE GRANTS:	-154.76	-40,689.11	18,123.24	58,812.35	-44,385.00
Fund: 152 - POLICE UNDESIGNATED GRANTS					
Revenue	319.83	89,839.64	84,015.64	-5,824.00	98,007.00
Expense	6,395.45	89,814.23	85,654.94	4,159.29	98,007.00
Total Fund: 152 - POLICE UNDESIGNATED GRANTS:	-6,075.62	25.41	-1,639.30	-1,664.71	0.00
Fund: 153 - POLICE DEPT DONATION FUND					
Revenue	848.46	4,583.26	10,845.97	6,262.71	5,000.00
Expense	503.44	67,686.30	41,571.23	26,115.07	73,850.00
Total Fund: 153 - POLICE DEPT DONATION FUND:	345.02	-63,103.04	-30,725.26	32,377.78	-68,850.00
Fund: 156 - FIRE DEPT DONATION FUND					
Revenue	208.11	2,749.89	4,393.57	1,643.68	3,000.00
Expense	3,929.54	34,833.26	31,471.03	3,362.23	38,000.00
Total Fund: 156 - FIRE DEPT DONATION FUND:	-3,721.43	-32,083.37	-27,077.46	5,005.91	-35,000.00
Fund: 160 - ECONOMIC DEVELOPMENT GIFT					
Revenue	215.68	916.63	2,144.07	1,227.44	1,000.00
Total Fund: 160 - ECONOMIC DEVELOPMENT GIFT:	215.68	916.63	2,144.07	1,227.44	1,000.00
Fund: 161 - SURETY DEPOSITS/SUBDIVIDER					
Revenue	45.00	275.00	447.31	172.31	300.00
Total Fund: 161 - SURETY DEPOSITS/SUBDIVIDER:	45.00	275.00	447.31	172.31	300.00
Fund: 170 - LIBRARY DONATION FUND					
Revenue	1,853.69	227,425.22	54,212.44	-173,212.78	248,101.00
Expense	2,052.11	219,816.19	23,546.77	196,269.42	239,800.00
Total Fund: 170 - LIBRARY DONATION FUND:	-198.42	7,609.03	30,665.67	23,056.64	8,301.00

Monthly Budget Report - Marshalltown

For Fiscal: 2023-2024 Period Ending: 05/31/2024

Account Type	May Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Fund: 177 - SEIZED ASSETS (POLICE)					
Revenue	30.38	3,207.16	2,863.44	-343.72	3,500.00
Expense	22.00	12,832.16	10,045.68	2,786.48	14,000.00
Total Fund: 177 - SEIZED ASSETS (POLICE):	8.38	-9,625.00	-7,182.24	2,442.76	-10,500.00
Fund: 181 - #7 HUD LEAD GRANT					
Revenue	36,161.90	1,569,056.39	82,982.02	-1,486,074.37	1,711,698.00
Expense	34,370.56	1,444,414.40	118,237.16	1,326,177.24	1,576,356.00
Total Fund: 181 - #7 HUD LEAD GRANT:	1,791.34	124,641.99	-35,255.14	-159,897.13	135,342.00
Fund: 184 - VOUCHERS - 002, 003					
Revenue	121,166.84	1,349,822.76	1,335,901.60	-13,921.16	1,472,535.00
Expense	109,779.70	1,359,948.04	1,229,804.86	130,143.18	1,483,676.00
Total Fund: 184 - VOUCHERS - 002, 003:	11,387.14	-10,125.28	106,096.74	116,222.02	-11,141.00
Fund: 189 - #6 HUD LEAD GRANT/NOW STATE FUNDS ONLY					
Revenue	592.16	567,088.39	663,127.41	96,039.02	618,642.00
Expense	0.00	641,635.28	587,679.56	53,955.72	699,984.00
Total Fund: 189 - #6 HUD LEAD GRANT/NOW STATE FUNDS ONLY:	592.16	-74,546.89	75,447.85	149,994.74	-81,342.00
Fund: 200 - GO BONDS DEBT FUND					
Revenue	275,789.66	6,544,052.35	4,212,152.02	-2,331,900.33	7,139,097.00
Expense	6,170,513.75	6,443,441.51	7,029,862.82	-586,421.31	7,031,413.00
Total Fund: 200 - GO BONDS DEBT FUND:	-5,894,724.09	100,610.84	-2,817,710.80	-2,918,321.64	107,684.00
Fund: 300 - CIP COLLECTION FUND					
Revenue	76,326.02	611,816.15	670,570.57	58,754.42	667,436.00
Expense	13,658.98	710,466.13	361,763.97	348,702.16	775,054.00
Total Fund: 300 - CIP COLLECTION FUND:	62,667.04	-98,649.98	308,806.60	407,456.58	-107,618.00
Fund: 311 - RISE STREET GRANTS					
Revenue	0.00	5,067,254.39	4,277,656.38	-789,598.01	5,528,265.00
Expense	4,937.50	1,678,450.29	1,695,572.37	-17,122.08	1,831,037.00
Total Fund: 311 - RISE STREET GRANTS:	-4,937.50	3,388,804.10	2,582,084.01	-806,720.09	3,697,228.00
Fund: 312 - AIRPORT PROJECT FUND					
Revenue	0.00	150,791.63	5,959.43	-144,832.20	164,500.00
Expense	916.90	265,783.65	158,064.29	107,719.36	289,946.00
Total Fund: 312 - AIRPORT PROJECT FUND:	-916.90	-114,992.02	-152,104.86	-37,112.84	-125,446.00
Fund: 340 - BIKE PATH PROJECT FUND					
Revenue	0.00	18,562.50	0.00	-18,562.50	20,250.00
Expense	1,285.50	14,849.01	2,358.10	12,490.91	16,199.00
Total Fund: 340 - BIKE PATH PROJECT FUND:	-1,285.50	3,713.49	-2,358.10	-6,071.59	4,051.00
Fund: 341 - TREES FOREVER PROJECT					
Revenue	568.93	32,816.52	14,957.31	-17,859.21	35,800.00
Expense	772.30	36,666.63	18,401.87	18,264.76	40,000.00

Monthly Budget Report - Marshalltown

For Fiscal: 2023-2024 Period Ending: 05/31/2024

Account Type	May Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Total Fund: 341 - TREES FOREVER PROJECT:	-203.37	-3,850.11	-3,444.56	405.55	-4,200.00
Fund: 350 - GO BONDS CAPITAL PROJECTS					
Revenue	36.66	183.26	364.40	181.14	200.00
Total Fund: 350 - GO BONDS CAPITAL PROJECTS:	36.66	183.26	364.40	181.14	200.00
Fund: 355 - 2015 GO BONDS (D&D)					
Revenue	1,409.43	93,493.40	96,088.58	2,595.18	101,993.00
Expense	1,175.00	394,528.42	236,199.95	158,328.47	430,398.00
Total Fund: 355 - 2015 GO BONDS (D&D):	234.43	-301,035.02	-140,111.37	160,923.65	-328,405.00
Fund: 361 - LIBRARY BUILDING ADDITION					
Expense	0.00	1,490.50	1,626.33	-135.83	1,626.00
Total Fund: 361 - LIBRARY BUILDING ADDITION:	0.00	1,490.50	1,626.33	-135.83	1,626.00
Fund: 362 - 2020 GO BONDS					
Revenue	2,775.22	15,583.26	27,694.41	12,111.15	17,000.00
Expense	784.00	111,550.89	5,982.30	105,568.59	121,692.00
Total Fund: 362 - 2020 GO BONDS:	1,991.22	-95,967.63	21,712.11	117,679.74	-104,692.00
Fund: 363 - 2021 GO BONDS					
Revenue	25,114.08	3,210,478.15	2,710,334.69	-500,143.46	3,502,340.00
Expense	246,905.76	4,793,360.99	3,437,448.22	1,355,912.77	5,229,122.00
Total Fund: 363 - 2021 GO BONDS:	-221,791.68	-1,582,882.84	-727,113.53	855,769.31	-1,726,782.00
Fund: 364 - 2022 GO BONDS					
Revenue	37,124.76	563,979.13	547,781.23	-16,197.90	615,250.00
Expense	89,389.50	1,034,661.65	345,480.45	689,181.20	1,128,722.00
Total Fund: 364 - 2022 GO BONDS:	-52,264.74	-470,682.52	202,300.78	672,983.30	-513,472.00
Fund: 365 - 2023 GO BONDS					
Revenue	18,238.36	9,225,372.75	9,880,958.74	655,585.99	10,064,043.00
Expense	0.00	154,962.39	51,863.00	103,099.39	169,050.00
Total Fund: 365 - 2023 GO BONDS:	18,238.36	9,070,410.36	9,829,095.74	758,685.38	9,894,993.00
Fund: 389 - AMERICAN RESCUE PLAN					
Expense	7,548.51	2,483,543.48	2,522,487.28	-38,943.80	2,709,340.00
Total Fund: 389 - AMERICAN RESCUE PLAN:	7,548.51	2,483,543.48	2,522,487.28	-38,943.80	2,709,340.00
Fund: 395 - ECONOMIC DEVELOPMENT PROJECT FUND					
Revenue	0.00	294,654.91	0.00	-294,654.91	321,442.00
Expense	2,850.00	169,530.02	166,525.60	3,004.42	184,942.00
Total Fund: 395 - ECONOMIC DEVELOPMENT PROJECT FUND:	-2,850.00	125,124.89	-166,525.60	-291,650.49	136,500.00
Fund: 610 - WATER POLLUTION CONTROL					
Revenue	1,532,493.21	6,613,502.50	4,830,983.49	-1,782,519.01	7,214,730.00
Expense	1,532,493.21	6,612,687.84	4,830,983.49	1,781,704.35	7,214,730.00
Total Fund: 610 - WATER POLLUTION CONTROL:	0.00	814.66	0.00	-814.66	0.00

Account Type	May Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Fund: 611 - WPCP REVENUE					
Revenue	909,683.67	8,068,271.20	9,274,940.63	1,206,669.43	8,801,751.00
Expense	1,531,492.75	7,062,843.26	4,844,158.63	2,218,684.63	7,704,920.00
Total Fund: 611 - WPCP REVENUE:	-621,809.08	1,005,427.94	4,430,782.00	3,425,354.06	1,096,831.00
Fund: 614 - WPCP CAPITAL IMPROVEMENT RSRV					
Revenue	4,397.56	22,916.63	43,715.02	20,798.39	25,000.00
Total Fund: 614 - WPCP CAPITAL IMPROVEMENT RSRV:	4,397.56	22,916.63	43,715.02	20,798.39	25,000.00
Fund: 615 - WPCP PLANT & IMPROVEMENTS					
Revenue	166,389.47	9,716,714.26	5,629,904.08	-4,086,810.18	10,600,052.00
Expense	441,193.47	9,716,714.15	5,875,999.52	3,840,714.63	10,600,052.00
Total Fund: 615 - WPCP PLANT & IMPROVEMENTS:	-274,804.00	0.11	-246,095.44	-246,095.55	0.00
Fund: 616 - SANITARY SEWER REHAB PROJECT					
Revenue	0.00	2,917,486.00	2,003,332.34	-914,153.66	3,182,712.00
Expense	0.00	2,917,485.78	2,067,976.84	849,508.94	3,182,712.00
Total Fund: 616 - SANITARY SEWER REHAB PROJECT:	0.00	0.22	-64,644.50	-64,644.72	0.00
Fund: 617 - SANITARY SEWER NEW CONSTRUCTN					
Revenue	6,400.00	13,758.25	21,428.65	7,670.40	15,009.00
Total Fund: 617 - SANITARY SEWER NEW CONSTRUCTN:	6,400.00	13,758.25	21,428.65	7,670.40	15,009.00
Fund: 690 - TRANSIT OPERATING					
Revenue	26,493.60	983,735.06	942,112.39	-41,622.67	1,073,166.00
Expense	125,513.90	1,089,451.11	936,077.91	153,373.20	1,188,494.00
Total Fund: 690 - TRANSIT OPERATING:	-99,020.30	-105,716.05	6,034.48	111,750.53	-115,328.00
Fund: 740 - STORM SEWER UTILITY					
Revenue	138,863.92	1,298,595.65	1,348,261.76	49,666.11	1,416,650.00
Expense	41,559.40	1,347,092.67	614,656.60	732,436.07	1,469,782.00
Total Fund: 740 - STORM SEWER UTILITY:	97,304.52	-48,497.02	733,605.16	782,102.18	-53,132.00
Fund: 741 - 2016 GO STORM WATER PROJ					
Revenue	3,129.89	27,500.00	31,113.44	3,613.44	30,000.00
Expense	0.00	397,234.75	0.00	397,234.75	433,347.00
Total Fund: 741 - 2016 GO STORM WATER PROJ:	3,129.89	-369,734.75	31,113.44	400,848.19	-403,347.00
Fund: 750 - COMPOSTING FACILITY					
Revenue	13,347.98	68,868.80	80,354.87	11,486.07	75,130.00
Expense	3,685.55	135,535.40	49,738.51	85,796.89	147,869.00
Total Fund: 750 - COMPOSTING FACILITY:	9,662.43	-66,666.60	30,616.36	97,282.96	-72,739.00
Fund: 760 - P&R CONCESSIONS ENTERPRISE					
Revenue	0.00	62,791.63	50,101.05	-12,690.58	68,500.00
Expense	0.00	41,586.60	32,778.13	8,808.47	45,375.00
Total Fund: 760 - P&R CONCESSIONS ENTERPRISE:	0.00	21,205.03	17,322.92	-3,882.11	23,125.00

Monthly Budget Report - Marshalltown

For Fiscal: 2023-2024 Period Ending: 05/31/2024

Account Type	May Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Fund: 881 - OCCUPATIONAL INSURANCE ESCROW					
Revenue	12,479.43	0.00	150,054.75	150,054.75	0.00
Expense	2,125.25	0.00	73,221.11	-73,221.11	0.00
Total Fund: 881 - OCCUPATIONAL INSURANCE ESCROW:	10,354.18	0.00	76,833.64	76,833.64	0.00
Fund: 884 - GROUP HEALTH INSURANCE ESCROW					
Revenue	354,280.67	164,999.67	3,363,324.44	3,198,324.77	180,000.00
Expense	283,405.50	0.00	3,352,676.08	-3,352,676.08	0.00
Total Fund: 884 - GROUP HEALTH INSURANCE ESCROW:	70,875.17	164,999.67	10,648.36	-154,351.31	180,000.00
Fund: 886 - WORKMAN'S COMP DEDUCTIBLE FUND					
Revenue	136.61	0.00	1,358.17	1,358.17	0.00
Expense	0.00	0.00	71.00	-71.00	0.00
Total Fund: 886 - WORKMAN'S COMP DEDUCTIBLE FUND:	136.61	0.00	1,287.17	1,287.17	0.00
Fund: 913 - 911 COMMISION					
Revenue	111,099.70	0.00	1,105,756.92	1,105,756.92	0.00
Expense	117,044.66	9,255.51	1,222,550.21	-1,213,294.70	10,097.00
Total Fund: 913 - 911 COMMISION:	-5,944.96	-9,255.51	-116,793.29	-107,537.78	-10,097.00
Report Total:	-5,847,548.58	5,229,826.91	17,769,214.85	12,539,387.94	5,695,404.17

Fund Summary

Fund	May Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
001 - GENERAL FUND	93,026.80	5,316.41	65,316.10	59,999.69	0.00
010 - CASH FLOW RESERVE FUND	11,926.24	346,394.40	402,215.96	55,821.56	378,000.00
030 - CAPITAL RESERVE	0.00	12.32	0.00	-12.32	0.00
031 - CAPITAL RSRV-BLDG MAIN	1,000.40	-127,574.48	16,036.75	143,611.23	-139,183.00
032 - CIP LARGE VEHICLE/EQUIP	0.00	24,853.40	-66,625.00	-91,478.40	27,086.00
110 - ROAD USE TAX	239,252.04	337,235.03	1,872,134.05	1,534,899.02	367,689.00
112 - EMPLOYEE BENEFITS FUND	275,787.69	-718,433.98	194,734.87	913,168.85	-783,746.00
117 - POLICE/FIRE RETIREMENT	113,586.94	-137,854.97	128,987.80	266,842.77	-150,387.00
119 - EMERGENCY FUND	29,434.03	-0.22	109,039.82	109,040.04	0.00
121 - LOCAL OPTION SALES TAX	391,296.89	-2,396,826.19	1,995,984.87	4,392,811.06	-2,614,956.00
125 - TAX INCREMENT FINANCIN	-81,623.67	-59,341.26	761,103.40	820,444.66	-64,736.00
130 - CITY TORT LIABILITY	1,691.50	-33,426.36	-33,248.10	178.26	-36,465.00
132 - GRANTS-STATE/LOCAL AGE	111,754.32	111,291.62	1,045,717.85	934,426.23	121,489.17
133 - UNDESIGNATED FEDERAL C	-128,095.13	7,841.24	-402,003.27	-409,844.51	8,500.00
140 - PARK & REC DONATION FU	-6,409.42	-127,638.39	25,178.67	152,817.06	-139,275.00
141 - MTOWN TENNIS ASSOC	11.34	91.63	112.73	21.10	100.00
142 - SOFTBALL ASSOCIATION FL	-4,279.63	5,663.79	-5,323.20	-10,986.99	6,150.00
144 - LIVE HEALTHY IOWA	20.84	0.66	241.09	240.43	0.00
145 - TORNADO GENERAL	0.00	-142,985.26	0.00	142,985.26	-156,000.00
148 - FEMA-COVID19	2,465.85	11,127.38	7,680.52	-3,446.86	12,144.00
149 - FEMA - WINDS	0.00	55,779.35	144,373.75	88,594.40	60,872.00
150 - LOCAL PD GRANTS	42.46	0.00	-10,224.47	-10,224.47	0.00
151 - DEPT OF JUSTICE GRANTS	-154.76	-40,689.11	18,123.24	58,812.35	-44,385.00
152 - POLICE UNDESIGNATED GR	-6,075.62	25.41	-1,639.30	-1,664.71	0.00
153 - POLICE DEPT DONATION FL	345.02	-63,103.04	-30,725.26	32,377.78	-68,850.00
156 - FIRE DEPT DONATION FUND	-3,721.43	-32,083.37	-27,077.46	5,005.91	-35,000.00
160 - ECONOMIC DEVELOPMENT	215.68	916.63	2,144.07	1,227.44	1,000.00
161 - SURETY DEPOSITS/SUBDIVI	45.00	275.00	447.31	172.31	300.00
170 - LIBRARY DONATION FUND	-198.42	7,609.03	30,665.67	23,056.64	8,301.00
177 - SEIZED ASSETS (POLICE)	8.38	-9,625.00	-7,182.24	2,442.76	-10,500.00
181 - #7 HUD LEAD GRANT	1,791.34	124,641.99	-35,255.14	-159,897.13	135,342.00
184 - VOUCHERS - 002, 003	11,387.14	-10,125.28	106,096.74	116,222.02	-11,141.00
189 - #6 HUD LEAD GRANT/NOW	592.16	-74,546.89	75,447.85	149,994.74	-81,342.00
200 - GO BONDS DEBT FUND	-5,894,724.09	100,610.84	-2,817,710.80	-2,918,321.64	107,684.00
300 - CIP COLLECTION FUND	62,667.04	-98,649.98	308,806.60	407,456.58	-107,618.00
311 - RISE STREET GRANTS	-4,937.50	3,388,804.10	2,582,084.01	-806,720.09	3,697,228.00
312 - AIRPORT PROJECT FUND	-916.90	-114,992.02	-152,104.86	-37,112.84	-125,446.00
340 - BIKE PATH PROJECT FUND	-1,285.50	3,713.49	-2,358.10	-6,071.59	4,051.00
341 - TREES FOREVER PROJECT	-203.37	-3,850.11	-3,444.56	405.55	-4,200.00
350 - GO BONDS CAPITAL PROJE	36.66	183.26	364.40	181.14	200.00

Monthly Budget Report - Marshalltown

For Fiscal: 2023-2024 Period Ending: 05/31/2024

355 - 2015 GO BONDS (D&D)	234.43	-301,035.02	-140,111.37	160,923.65	-328,405.00
361 - LIBRARY BUILDING ADDITIO	0.00	-1,490.50	-1,626.33	-135.83	-1,626.00
362 - 2020 GO BONDS	1,991.22	-95,967.63	21,712.11	117,679.74	-104,692.00
363 - 2021 GO BONDS	-221,791.68	-1,582,882.84	-727,113.53	855,769.31	-1,726,782.00
364 - 2022 GO BONDS	-52,264.74	-470,682.52	202,300.78	672,983.30	-513,472.00
365 - 2023 GO BONDS	18,238.36	9,070,410.36	9,829,095.74	758,685.38	9,894,993.00
389 - AMERICAN RESCUE PLAN	-7,548.51	-2,483,543.48	-2,522,487.28	-38,943.80	-2,709,340.00
395 - ECONOMIC DEVELOPMENT	-2,850.00	125,124.89	-166,525.60	-291,650.49	136,500.00
610 - WATER POLLUTION CONTR	0.00	814.66	0.00	-814.66	0.00
611 - WPCP REVENUE	-621,809.08	1,005,427.94	4,430,782.00	3,425,354.06	1,096,831.00
614 - WPCP CAPITAL IMPROVEM	4,397.56	22,916.63	43,715.02	20,798.39	25,000.00
615 - WPCP PLANT & IMPROVEM	-274,804.00	0.11	-246,095.44	-246,095.55	0.00
616 - SANITARY SEWER REHAB P	0.00	0.22	-64,644.50	-64,644.72	0.00
617 - SANITARY SEWER NEW CO	6,400.00	13,758.25	21,428.65	7,670.40	15,009.00
690 - TRANSIT OPERATING	-99,020.30	-105,716.05	6,034.48	111,750.53	-115,328.00
740 - STORM SEWER UTILITY	97,304.52	-48,497.02	733,605.16	782,102.18	-53,132.00
741 - 2016 GO STORM WATER PI	3,129.89	-369,734.75	31,113.44	400,848.19	-403,347.00
750 - COMPOSTING FACILITY	9,662.43	-66,666.60	30,616.36	97,282.96	-72,739.00
760 - P&R CONCESSIONS ENTERF	0.00	21,205.03	17,322.92	-3,882.11	23,125.00
881 - OCCUPATIONAL INSURANC	10,354.18	0.00	76,833.64	76,833.64	0.00
884 - GROUP HEALTH INSURANC	70,875.17	164,999.67	10,648.36	-154,351.31	180,000.00
886 - WORKMAN'S COMP DEDUC	136.61	0.00	1,287.17	1,287.17	0.00
913 - 911 COMMISION	-5,944.96	-9,255.51	-116,793.29	-107,537.78	-10,097.00
Report Total:	-5,847,548.58	5,229,826.91	17,769,214.85	12,539,387.94	5,695,404.17

**RESOLUTION SETTING A PUBLIC HEARING FOR THE CONVEYANCE AND
TRANSFER OF TITLE OF CITY OWNED PROPERTY TO THE MARSHALLTOWN
COMMUNITY SCHOOL DISTRICT**

WHEREAS, the City of Marshalltown has received a proposal to convey and transfer real property to the Marshalltown Community School District in exchange for other real estate; and

WHEREAS, the Council of the City of Marshalltown, Iowa finds it is in the best interest of the City and proposes to convey and transfer by Quit Claim Deed the following described property in Marshalltown, Marshall County, Iowa to the Marshalltown Community School District;

Lot 5 of Lot 3 except the West 546.2 feet thereof in the Southwest Quarter of the Northeast Quarter and Lot 2 of the Southeast Quarter of the Northeast Quarter, all in Section 10, Township 83 North, Range 18 West of the 5th P.M., Marshall County, Iowa

WHEREAS, in exchange for this real property the Marshalltown Community School District proposes to convey and transfer by Quit Claim Deed the following described property in Marshalltown, Marshall County, Iowa to the City of Marshalltown;

Lot B of the Subdivision of the Southwest Quarter of the Northwest Quarter of Section 33, Township 84 North, Range 18 West of the 5th P.M., Marshall County, Iowa

And

Lots One, Two, Three and Four (1, 2, 3, And 4), Together With the Portion of Vacated Alley Therein all in Block Five (5) Gillespie's Addition to Marshalltown, Marshall County, Iowa

WHEREAS, the property being transferred by the City of Marshalltown, Iowa 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 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 August 12, 2024, 5:30 pm to consider any and all comments filed with the City Clerk or made in

open Council to the proposal for conveyance as herein contained and to take final action thereon.

Passed this 22nd day of July 2024, and signed this _____ day of July 2024.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

MARSHALLTOWN

— I O W A —

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

TO: Mayor and City Council
FROM: Alicia Hunter, City Clerk
DATE: July 15, 2024
RE: Real Estate Exchange Agreement with the Marshalltown Community School District

Strategic Plan:

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

Plan Objective: Work with other entities on partnerships which benefit the community.

Recommendation: Set a public hearing for August 12, 2024.

Budget Impact: Minimal.

Description/Background: The City of Marshalltown owns parcel 8318-10-252-007 which is 7.40 acres of agricultural land adjacent to parcel 8318-10-252-003 owned by the Marshalltown Community School District (MCSD). MCSD proposed a real estate exchange of this parcel for Arnold's Park at 701 W Linn Street, which the City currently leases from the school district, and Bicentennial Park at 507 Grandview Drive.

In order to complete the exchange, a public hearing must be held on the conveyance and transfer of real estate. The public hearing would be scheduled for August 12, 2024 to approve the exchange.

CITY COUNCIL

Barry Kell, Mike Ladehoff, Mark Mitchell,
Greg Nichols, Jeff Schneider, Gary Thompson, Vacancy



REAL ESTATE EXCHANGE AGREEMENT

This Real Estate Exchange Agreement is dated _____, 2024 and is between the Marshalltown Community School District (the “District”) and the City of Marshalltown, Iowa (the “City”).

The District owns real estate described on **Exhibit A** (the “District Property”), and the City owns real estate described on **Exhibit B** (the “City Property”). The parties desire to exchange title to the City Property and the District Property, so the City will become the new owner of the District Property and the District will become the new owner of the City Property.

The parties therefore agree as follows:

1. **Property Exchange.** The District shall convey the District Property to the City, and the City shall convey the City Property to the District on the Closing Date by Deeds without Warranty. Neither party will pay any consideration, other than the exchange of real estate contemplated herein, to the other in exchange for the conveyances described in this section 1.

2. **Property Condition.**

- a. Each party shall have a period of 30 days following the date written in the introductory paragraph (the “Due Diligence Period”) to perform any tests, surveys, inspections, or studies of the real estate it is acquiring under this agreement. Either party may terminate this agreement for any reason at any time during the Due Diligence Period by providing written notice to the other party.
- b. Each party represents to the other party that it has conducted, or will conduct prior to Closing, any investigations of the Property to satisfy itself as to the condition of the property it is acquiring. Each party agrees that it is accepting title to the property it is acquiring “as is, where is, with all faults.”

3. **Possession and Closing.** If the parties timely perform all obligations herein, Closing and possession shall be on a date acceptable to both parties, but in no event later than September 26, 2024 (the “Closing Date”). This exchange shall be considered closed upon the delivery of the deeds set forth in section 1 of this agreement (the “Closing”). Both parties further agree to make, execute, and deliver any additional documents reasonably requested by the other party for the purpose of accomplishing the transfer contemplated by this agreement.

4. **City Costs.** The City shall pay only the following costs associated with this transaction: (i) the City’s attorney fees, (ii) the costs incurred in connection with the City’s approval under section 11 of this agreement, (iii) the cost to update the abstract of title for the City Property under section 6 of this agreement, and (iv) the cost to record the deed to the District Property.

5. **District Costs.** The District shall pay all other costs associated with this transaction not specifically assigned to the City under section 4 of this agreement.

6. **Title Review.** Each party shall obtain an abstract of title to the property to be conveyed by that party continued through the date of this agreement and deliver it to the other party for examination. It shall show merchantable title in the conveying party in conformity with this agreement, Iowa law, and the Title Standards of the Iowa State Bar Association. The abstract shall become the property of the party to whom the corresponding real property is conveyed at Closing. If the abstract shows title exceptions that cannot be removed by the conveying party on or before Closing, the parties may: (a) mutually terminate this agreement, (b) mutually agree to waive such title defects and close this transaction in the manner provided by this agreement, or (c) allow additional time for the conveying party to cure the title defects.

7. **Remedies.**

- a. If the District fails to timely perform this agreement, the City's sole and exclusive remedy shall be to terminate this agreement by providing written notice to the District and to recover the City's out of pocket expenses incurred in connection with this transaction in an amount not to exceed \$2,500.
- b. If the City fails to timely perform this agreement, the District's sole and exclusive remedy shall be to terminate this agreement by providing written notice to the City and to recover the District's out of pocket expenses incurred in connection with this transaction in an amount not to exceed \$2,500.

8. **Notice.** For a notice under this agreement to be valid, it must be in writing and must be delivered either (i) in person, (ii) via certified mail to the address noted below, or (iii) via email if the receiving party consents to notice via email. All notices are effective on receipt.

To District:
Marshalltown
Community School District
Attn: Superintendent
1002 South 3rd Avenue
Marshalltown, IA 50158

To City:
City of Marshalltown, Iowa
Attn: Mayor
24 N. Center St.
Marshalltown, IA 50158

9. **No Assignment.** Neither party may transfer to any other person (i) any discretion granted under this agreement, (ii) any right under this agreement, (iii) any remedy under this agreement, or (iv) any obligation imposed under this agreement.

10. **District Approval.** This agreement is subject to approval of the Board of Directors of the Marshalltown Community School District. The District shall follow the process set forth in Iowa Code § 297.22 in approving the conveyance of the District Property. Subject to the provisions of Iowa Code § 297.25, execution of this agreement by the District represents compliance with applicable legal requirements and procedures.

11. **City Approval.** This agreement is subject to approval of the City Council of the City of Marshalltown, Iowa. The City shall follow the process set forth in Iowa Code § 364.7 in approving the conveyance of the City Property. Subject to the provisions of Iowa Code § 364.7, execution of this agreement by the City represents compliance with applicable legal requirements and procedures.

12. **Entire Agreement.** This agreement constitutes the entire understanding between the parties with respect to the subject matter of this agreement and supersedes all other agreements, whether written or oral, between the parties.

13. **Modification.** No amendment of this agreement will be effective unless it is in writing and signed by both parties.

14. **Waiver.** No waiver under this agreement will be effective unless it is in writing and signed by the party granting the waiver.

15. **Counterpart.** This agreement may be signed in counterpart.

16. **Survival.** This agreement shall survive Closing.

17. **Severability.** The parties agree that if a dispute between the parties arises out of this agreement, they would want the court to interpret this agreement as follows: (i) with respect to any provision that it holds to be unenforceable, by modifying that provision to the minimum extent necessary to make it enforceable or, if that modification is not permitted by law, by disregarding that provision; (ii) if an unenforceable provision is modified or disregarded in accordance with this section, by holding that the rest of this agreement will remain in effect; (iii) by holding that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable; and (iv) if modifying or disregarding the unenforceable provision would result in failure of an essential purpose of this agreement, by holding the entire agreement unenforceable.

The parties are signing this agreement as of the date stated in the introductory clause.

MARSHALLTOWN COMMUNITY SCHOOL DISTRICT

By _____
Sean Heitmann, Board President

By _____
Randy Denham, Board Secretary

CITY OF MARSHALLTOWN, IOWA

By _____
Joel Greer, Mayor

By _____
Alicia Hunter, City Clerk

EXHIBIT A
LEGAL DESCRIPTION OF DISTRICT PROPERTY

BICENTENNIAL PARK PROPERTY

Lot B of the Subdivision of the Southwest Quarter of the Northwest Quarter of Section 33,
Township 84 North, Range 18 West of the 5th P.M., Marshall County, Iowa

and

ARNOLD PARK PROPERTY

Lots One, Two, Three and Four (1, 2, 3, And 4), Together With the Portion of Vacated Alley
Therein all in Block Five (5) Gillespie's Addition to Marshalltown, Marshall County, Iowa

TO BE CONFIRMED BY ABSTRACT

EXHIBIT B
LEGAL DESCRIPTION OF CITY PROPERTY

Lot 5 of Lot 3 except the West 546.2 feet thereof in the Southwest Quarter of the Northeast Quarter and Lot 2 of the Southeast Quarter of the Northeast Quarter, all in Section 10, Township 83 North, Range 18 West of the 5th P.M., Marshall County, Iowa

TO BE CONFIRMED BY ABSTRACT

**RESOLUTION SETTING PUBLIC HEARING FOR AN AMENDMENT TO CHAPTER
157 LAND SUBDIVISION REGULATIONS**

WHEREAS, the City of Marshalltown has an adopted Chapter 157 Land Subdivision Regulations; and

WHEREAS, Plan and Zoning Commission has identified various issues with terms and conditions of Chapter 157 pertaining to the procedures for platting land for subdivisions across various zoning districts, which are presenting administrative difficulties; and

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

WHEREAS, the Plan Zoning Commission held the required Public Hearing on June 26, 2024 and recommend the approval; and

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

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Marshalltown, Iowa, that a public hearing on an ordinance amendment be set for August 12, 2024, at 5:30 p.m.

Passed this 22nd day of July 2024, and signed this ____ day of July 2024.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

MARSHALLTOWN

— I O W A —

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

TO: Mayor and City Council
FROM: Alicia Hunter, City Clerk
DATE: July 17, 2024
RE: Set Public Hearing on CH 157 Land Subdivision Regulations Ordinance Amendment

Strategic Plan:

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

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

Recommendation: Set the public hearing on the ordinance amendment.

Budget Impact: N/A

Description/Background: The Plan and Zoning Commission held a public hearing on 6/26 for the text amendment of Chapter 157 Land Subdivision Regulations. The commission reviewed the revisions provided in the PZ memo attached.

The first reading of the ordinance will be on July 22nd. The council must hold a public hearing during the ordinance amendment readings. The public hearing is scheduled for August 12th with the second reading.

CITY COUNCIL

Barry Kell, Mike Ladehoff, Mark Mitchell,
Greg Nichols, Jeff Schneider, Gary Thompson, Vacancy



MARSHALLTOWN

— I O W A —

TO: Plan and Zoning Commission

FROM: Hector Hernandez, City Planner

DATE: June 26, 2024 – Meeting Date

SUBJECT: Public Hearing for Text Amendment for Chapter 157 Land Subdivision Regulations

Request: Discussion regarding chapter 157 subdivision and addressing how to update the language to make existing lots conforming such as mall lots allow private access and easements.

Staff Review: Zoning officer, chair of plan and zoning commission, public works director, and city administrator have provided language to include in chapter 157.

add 157.003 (B) (10) A Final Plat may be submitted no sooner than 14 days after the Preliminary Plat has been approved. Final Plats may be only be submitted contemporaneously with a Preliminary Plat if the plat involves a simple lot split and

- a) all infrastructure is already in place on all resulting lots;
- b) no single private access/street is necessary to any resulting lot; and,
- c) each lot created by the split fronts a publicly dedicated street.

add 157.003 (B) (11) All storm water retention pond parcels must be combined with an adjacent parcel(s) by execution and recording of an Affidavit of Non-Severability with the developed lot and have an easement recorded on the title of all parcels the pond serves.

Add the following to 157.005 (E) (1) after the existing text:

A lot located in the General Commercial or General Industrial zone may have private access from an adjacent lot or from a private street if all the following conditions are met:

- (a) Any private access or private street must be compliant with fire code;
- (b) An easement which permits access from the adjacent lot or private street must be properly recorded with the property title of each affected lot;
- (c) Property titles of all lots must indicate that the City will not maintain or have dedication of the private street, private access or easement;
- (d) Any storm water retention pond and/or stand-alone access parcel must be combined with an adjacent developed parcel by execution and recording of an Affidavit of Non-Severability.
- (e) All other requirements in this code not directly related to the private access or private street still apply.

Next Steps: Finalize discussion and present as a text amendment at next Plan and Zoning Commission meeting.

Housing & Community Development

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

**RESOLUTION APPROVING CONTRACT CHANGE ORDER #11 FOR THE STATE
STREET RECONSTRUCTION PROJECT #STR21004**

WHEREAS, the City of Marshalltown, Iowa, has heretofore entered into a contract with Con-Struct Inc. for the labor and material for the State Street Reconstruction Project #STR21004; and

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

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

Section 1. That the contract Change Order #11 for the State Street Reconstruction Project #STR21004, in the amount of \$4,847.44 is hereby accepted and approved.

Passed this 22nd day of July 2024, and signed this _____ day of July 2024.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

MARSHALLTOWN

IOWA

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

TO: Mayor Greer and City Council
FROM: Heather Thomas, Public Works Director
DATE: July 22nd, 2024
RE: State Street Reconstruction (STR 21-004) _Change Order #11

Strategic Plan:

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

Plan Objective:

Plan for and construct new infrastructure & Invest in Downtown redevelopment

Recommendation:

Staff recommends approval of Change Order #11 in the amount of \$4,847.44.

Budget Impact:

Construction Costs:

Change Order #11	\$	4,847.44	
Change Order #10	\$	4,423.60	
Change Order #9 (deduct)	\$	-24,608.04	
Change Order #8 (deduct)	\$	-713.45	
Change Order #7 (deduct)	\$	-59,271.38	
Change Order #6 (deduct)	\$	-33,885.00	
Change Order #5	\$	6,661.00	
Change Order #4	\$	4,230.00	
Change Order #3	\$	1,432.50	
Change Order #2 (deduct)	\$	- 16,545.60	
Change Order #1 (deduct)	\$	- 15,006.00	
Construction Base	\$	6,062,985.50	Con-Struct, Inc.
	\$	5,934,560.57	TOTAL

Funding Sources

2021 GO Bond	\$	2,575,918.00	*See Note 1
ARPA	\$	2,461,741.00	
Sanitary Sewer Enterprise Fund	\$	433,750.00	
MWW	\$	500,000.00	Project Contribution
MWW - Extra	\$	12,323.50	Extra (Valves/Breaks)
City Fund 030 CIP Fund	\$	25,000.00	Partial Carnegie Drain Tile
Rebuild Marshalltown Grant	\$	40,000.00	Class of 69 – Tree Fund
	\$	6,048,732.50	TOTAL

CITY COUNCIL

Barry Kell, Mike Ladehoff, Mark Mitchell,
Greg Nichols, Jeff Schneider, Gary Thompson, Vacancy



*Note 1: Per Resolution 2024-065, some of these funds may be pulled from previous 2020 GO Bond.

Description/Background:

This change order includes the following:

- \$2,750.00: The sidewalk grade was lowered against a building face at 205 E State Street. Some of the brick and mortar that was exposed was in a condition that would not be suitable for continuous exposure to the elements. We requested a price from a mason to restore that area and make it suitable for being exposed to the elements.
- \$2,097.44: When the Sewer CIPP project determined it was able to line a few stretches of sanitary sewer, those sewer line replacements were removed from the project; however, doing so required one of the new manholes being adjusted to accommodate the existing pipe. This cost is to swap out the bottom section in a new manhole.

The substantial completion date for this project remains August 31st, 2024. The Contractor has requested an extension due to wet weather this year. We continue to review status, are waiting to see how the weather impacts the project over the next month, and will compare historical weather before making a recommendation for any adjustment to the completion date.

i:\public works\council items\2024\state street reconstruction\memo_str21004 state st_co 11.docx

CITY COUNCIL

Barry Kell, Mike Ladehoff, Mark Mitchell,
Greg Nichols, Jeff Schneider, Gary Thompson, Vacancy



Bolton & Menk

Change Order Details

Marshalltown - State Street

Description	State Street Reconstruction from 3rd Ave to 3rd Street
Prime Contractor	CONSTRUCT, INC.
Change Order	11
Status	Approved
Date Created	06/05/2024
Type	Local Funding
Summary	Change Order 11: Marshalltown Water Works Façade and Sanitary Manhole
Change Order Description	Change order 11 includes a lump sum price to restore the external face of 205 E State St (Marshalltown Water Works) that is now exposed due to the reconstruction of the access ramp adjoining the building. Also included is additional payment for a sanitary manhole structure (J06-008) that was to be reconstructed with the project, but needed a different base section than what was planned for, due to lining and not replacing a stretch of sanitary sewer.
Awarded Project Amount	\$6,062,985.50
Authorized Project Amount	\$5,929,703.13
Change Order Amount	\$4,847.44
Revised Project Amount	\$5,934,550.57

New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 1 - Description					

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
8050	6010-999-a	EA	1.000	\$2,097.440	\$2,097.44
unattached Manhole Base					
Reason: New Base for Manhole J06-008					
8060	CO 11.2	LS	1.000	\$2,750.000	\$2,750.00
Brick Façade Restoration - 205 E State St					
Reason: Façade restoration at 205 E State St (Marshalltown Water Works)					
2 items					Total: \$4,847.44

Attachments

Document	Name	Description	Submission Date
Manhole_base_for_J06-008.pdf	Manhole base for J06-008.pdf		06/25/2024 08:44 AM CDT
1 attachment			

Signatures

Agreed -



Contractor

Date:

7/9/24

Recommended -

Gregory Brownard

Date:

7/11/2024

Project Engineer

Approved -

Date:

City

Page 1

Contract		Cost Type	Desc	Billed Units	Unit Of Measure	Billed Unit Price	Billed Amount
24-01-4005	City of Marshalltown		MARSHALLTOWN ENGINEERING	Core drill	manhole		
	05-15-24	Labor	Labor Only	2.0000		75.00	150.00
			Labor Only	2.0000		75.00	150.00
				2.0000	Hour	75.00	150.00
		Material	PCC Concrete	1.0000	Ls	236.32	236.32
			Manholes base/boots	1.0000	Ls	1,211.12	1,211.12
		Equipment	Supervisor labor	2.0000	Hour	100.00	200.00
CONTRACT TOTAL							2,097.44*
GRAND TOTALS							2,097.44*

**RESOLUTION ORDERING CONSTRUCTION OF THE WEST HIGH STREET &
SOUTH 6TH STREET INTERSECTION IMPROVEMENTS, BEING PROJECT STR
24001; SETTING PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS,
FORM OF CONTRACT, AND OPINION OF PROBABLE COST; AND DIRECTING
PUBLICATION OF NOTICE TO BIDDERS**

WHEREAS, there is now on file in the office of the City Clerk proposed plans, specifications, form of contract, and opinion of probable costs for the W High St & S 6th St Intersection Improvements, in the City of Marshalltown, Iowa, as is fully set forth in the plans and specifications for Project No STR24001, and

WHEREAS, the cost of the said improvement is in excess of \$25,000 and a public hearing on the plans, specifications, form of contract and the opinion of probable cost of said improvement is required by law and that notice thereof shall be given as required by law, and

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

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

Section 1. This Council does hereby order the construction of the W High St & S 6th St Intersection Improvements in the City of Marshalltown, Iowa, which public improvement is fully and particularly described in the plans and specifications for Project No. STR24001, now on file in the office of the City Clerk of Marshalltown, Iowa.

Section 2. That the method of construction shall be by contract in accordance with the plans and specifications and general stipulations for the said improvement approved by the City Council.

Section 3. The Contractor will be paid in monthly estimates for work completed as set out in the specifications. The project shall begin on or near the appropriate starting date as specified on the form of proposal and shall be completed within the specified number of working days also indicated thereon.

Section 4. That the said improvements shall be paid for from such funds of the City as may be legally used for such purposes, or from the proceeds of the issuance of such bonds as may be legally issued for such purposes or from any combination of such methods of financing and will be paid in accordance with the Notice to Bidders duly published in connection therewith.

The Finance Director shall establish a project fund on the books the W High St & S 6th St Intersection Improvements and the bond proceeds or such funds of the City as may be legally used for such purposes are hereby appropriated to pay all costs of the improvements including any legal publication, bond, design, engineering, survey and inspection, construction contract, and contingency cost as recommended by the Engineer.

Section 5. The City Clerk is hereby directed to publish notice of hearing on plans, specifications, and form of contract and opinion of probable cost in the manner provided by law for the public improvement outlined herein and that any person interested therein may appear and make objections thereto, if any they have. This Council will meet in the Council Chamber, Second Floor, 10 West State Street at Marshalltown, Iowa, at 5:30 P.M., local time on August 12th, 2024, for the purpose of hearing all of said objections so made and for taking final action upon the plans, specifications, and form of contract now on file.

Section 6. The City Clerk is further directed to advertise for bids in the manner provided by law for the construction of said improvements, setting forth in said notice such necessary pertinent information as will advise prospective bidders thereof together with the proposed manner of payment of the work to be constructed and that such bids be filed and received in the office of the City Clerk of Marshalltown, Iowa, up to 9:30 A.M., local time, on August 14th, 2024. The bids will be opened, read, and tabulated by the City Engineer or her designate at that time and will be acted upon by the City Council of said City at a meeting to be held in the Council Chambers, Second Floor, 10 West State Street, Marshalltown, Iowa, at 5:30 P.M., local time, on August 26th, 2024, or at such later time and place as may then be fixed for considering such bids as shall be filed in connection with the improvement herein ordered and in compliance with the notice of taking bids therein, hereby ordered to be published.

Passed this 22nd day of July 2024, and signed this _____ day of July 2024.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

TO: Mayor Greer and City Council
FROM: Heather Thomas, Public Works Director
DATE: July 22, 2024
RE: W High St & S 6th St Intersection Improvements (STR 24-001) _Order Construction & Set Public Hearing

Strategic Plan:

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

Plan Objective:

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

Recommendation:

Staff recommends ordering construction and setting the public hearing.

Budget Impact:

The estimated total construction is \$100,000. The police and fire station building bond fund has remaining funds. Due to bond timing, those were swapped with some funds allocated in the 2021 GO Bond (Fund 363). We are proposing 50% of the costs will be utilized from those police/fire funds with the remainder coming from GO Bonded Street Improvement Plan Funds (also Fund 363). There are sufficient funds to complete this work.

Description/Background:

During the police & fire station building improvement, a consultant was hired to look at signalization for the W High Street & S 6th Street intersection and determined that a traffic signal was not warranted; however, in order to accommodate this intersection as a primary route for the fire trucks, a pre-emption signal was recommended and ultimately installed.

The fire department has expressed concern with the intersection of S 6th St and W High St in relation to turning the fire trucks. Turning movements of fire trucks should have been reviewed and discussed with the fire department personnel during the police and fire station project to understand that when trucks are coming back to the station, they are unable to turn off 6th St onto High St if a car is there waiting to turn south. This project will increase the intersection radius in the southeast quadrant to enable them to do so. Increasing the intersection will require us to extend a very shallow storm sewer pipe and replace an existing storm intake. Due to the pipe shallowness, this structure will need to be custom and cast-in-place.

CITY COUNCIL

Barry Kell, Mike Ladehoff, Mark Mitchell,
Greg Nichols, Jeff Schneider, Gary Thompson, Vacancy



This project has been timed to coordinate with a project that Marshalltown Water Works is doing to replace water main along W High Street. Their water project requires a connection under this intersection, in the northern half of High St with closure of high street and a lane closure of 6th St. Marshalltown Water Works just commenced construction and estimate 2-3 months before being ready to connect in this intersection. In order to prevent tearing out new pavement and to minimize downtime of this intersection, this project should run concurrently with but have pavement placed AFTER Marshalltown Water Works makes their water main connection under the 6th St and High St Intersection. The closure of High Street and lane shift on 6th Street will accommodate both projects.

Design and construction phase services for this project is being completed in-house with city staff. Construction is estimated to cost \$100,000.

We have proposed a working day contract to be fair to the Contractor, yet emphasize the importance of getting this intersection opened back up very timely. We believe a Contractor should be able to complete this work in 20 working days; however, the coordination with the water main work and needing to do a custom cast-in-place intake may impact / delay construction. Therefore, we have established the contract to allow for 25 working days. Liquidated damages have been set at \$500 / calendar day.

We have spoken with both police and fire departments and they will utilize the South Street and 6th Street Intersection for access to 6th Street during this closure.

The bid timeline is as follows:

- Ordering construction at the July 22nd, 2024 council meeting
- Public Hearing at the August 12th, 2024 council meeting
- Receiving/Opening Bids at 9:30 AM, August 14th, 2024
- Awarding Bid at the August 26th council meeting.

Attachments: Official Notice of Hearing & Letting, Plans, Project Manual, Cost Estimate

i:\public works\council items\2024\6thst and high st intersection\memo_str24001 6th&high order construction.docx

CITY COUNCIL

Barry Kell, Mike Ladehoff, Mark Mitchell,
Greg Nichols, Jeff Schneider, Gary Thompson, Vacancy



OFFICIAL NOTICE OF HEARING AND LETTING

CITY OF MARSHALLTOWN

MARSHALLTOWN, IOWA

W HIGH ST & S 6TH ST INTERSECTION IMPROVEMENTS

PROJECT NO. STR 24-001

NOTICE OF PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, PROPOSED FORM OF CONTRACT AND OPINION OF PROBABLE COST FOR THE W HIGH ST & S 6TH ST INTERSECTION IMPROVEMENTS IN THE CITY OF MARSHALLTOWN, IOWA, AND THE TAKING OF BIDS FOR SUCH IMPROVEMENTS.

A public hearing will be held at 5:30 p.m. local time on the 12th day of August, 2024 in the Council Chambers, Second Floor, 10 West State Street, Marshalltown, Iowa, on the proposed plans, specifications, proposed form of contract, and the opinion of probable cost of improvements proposed to be constructed under PROJECT NO. STR 24-001, the W High St & S 6th St Intersection Improvements is now on file in the office of the City Clerk and at said hearing any interested person may appear and file objection thereto or to the bidding process.

Sealed proposals based upon the proposed plans, specifications, proposed form of contract, opinion of probable costs of improvement, will be received at the City Clerk's Office located at 24 N. Center Street, Marshalltown, IA until 9:30 a.m. local time, on the 14th day of August, 2024 for the construction of the W High St & S 6th St Intersection Improvements as described in the plans and specifications for Project No. STR 24-001, and which will be opened, read, and tabulated by the City Engineer or her designate at that time, will be acted upon by the City Council of said City at a meeting to be held in the Council Chambers on the 26th day of August, 2024 or at such later time and place as may then be fixed.

The proposed work will involve furnishing the labor, equipment, and materials necessary for constructing the W High St & S 6th St Intersection Improvements in Marshalltown, Iowa as shown in the plans and specifications for PROJECT NO. STR 24-001, the W High St & S 6th St Intersection Improvements.

The estimated quantities of materials and labor to be furnished in the construction of said improvements and on which bids will be received are as follows:

Excavation, removal of pavement, construction of a cast-in-place storm water intake, preparation of subgrade, placement of approximately 310 SY of PCC Pavement, placement of sidewalk with detectable warning panel, traffic control, seeding, and miscellaneous work associated with partial reconstruction and widening of a street intersection.

There is one concurrent construction project in the area, a water main replacement project being constructed by Marshalltown Water Works. Additional details on the concurrent project and coordination of traffic control are included in the project manual.

All work is to be done in strict compliance with the Plans and Specifications for said PROJECT NO. STR 24-001 as proposed by the City Engineer.

Obtaining the Bidding Documents

Plans, specifications and proposed contract documents may be examined at the office of the City Engineer, Marshalltown, Iowa, and at the office of the City Clerk, Marshalltown, Iowa. Bidding Documents may be downloaded from the City of Marshalltown's web site upon registration at no cost. The documents may be downloaded at <https://www.marshalltown-ia.gov/Bids.aspx>.

A deposit of \$150 per paper set of plans, specifications and proposed contract documents will be charged, all of which will be refunded if the paper documents are returned in reusable condition within 14 days of the Award of Contract. If all paper documents are not returned in reusable condition and within 14 days, the deposit will be forfeited.

Pre-bid Conference

A pre-bid conference will not be held for the Project.

Instructions to Bidders.

A Bid must be accompanied by Bid security made payable to Owner in an amount of five (5) percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid bond issued by a surety meeting the requirements of the General Conditions or a certified check in an amount equal to five percent (5%) of the total amount of the bid, drawn on and certified payable by a solvent bank to the City Treasurer of the City. Such Bid bond will be issued in the form included in the Bidding Documents.

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

The City Council reserves the right to reject any and all bids and to waive technicalities and irregularities and all bids must remain effective for a period of 30 days of opening same.

This Notice to Bidders is hereby published by authority of resolution duly adopted by the Council of the City of Marshalltown on the _____ day of _____, 2024.

Owner: _____ City of Marshalltown

By: _____ Alicia Hunter

Title: _____ City Clerk



Joel Greer, Mayor
Vacant, Administrator
Heather Thomas, Public Works
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5701

W HIGH ST & S 6TH ST INTERSECTION IMPROVEMENTS

STR 24-001

PREPARED BY:
City of Marshalltown

	I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa. Signature: _____ Date: _____ Name: _____ Heather Ann Thomas, P. E. _____ Iowa Reg. No. P23208 My license renewal date is December 31, 2025 Pages or sheets covered by this seal: <u>STR24001 Project Manual</u>
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TABLE OF CONTENTS

	Page
BIDDING AND CONTRACT DOCUMENTS.....	3
OFFICIAL NOTICE OF HEARING AND LETTING	4
INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACT	6
BIDDING DOCUMENTS.....	10
BID FORM FOR CONSTRUCTION CONTRACT	11
BID BOND (PENAL SUM FORM).....	16
BIDDER STATUS FORM	18
CONTRACT DOCUMENTS.....	20
NOTICE OF AWARD.....	21
AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)	22
PERFORMANCE BOND	26
PAYMENT BOND.....	30
WARRANTY BOND.....	34
NOTICE TO PROCEED	36
CONTRACT CONDITIONS	37
GENERAL SUPPLEMENTAL SPECIFICATIONS	38
SUPPLEMENTAL SPECIFICATIONS	38
ADDITIONAL FORMS.....	40
CERTIFICATE OF SUBSTANTIAL COMPLETION	41
NOTICE OF ACCEPTABILITY OF WORK	42
CONTRACTOR'S APPLICATION FOR PAYMENT	43
CHANGE ORDER NO.: [#]	47
FIELD ORDER NO.: [FO#]	48
CONCURRENT PROJECT COORDINATION.....	49
MARSHALLTOWN SUPPLEMENTARY SPECIFICATIONS.....	51

BIDDING AND CONTRACT DOCUMENTS

OFFICIAL NOTICE OF HEARING AND LETTING

CITY OF MARSHALLTOWN

MARSHALLTOWN, IOWA

W HIGH ST & S 6TH ST INTERSECTION IMPROVEMENTS

PROJECT NO. STR 24-001

NOTICE OF PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, PROPOSED FORM OF CONTRACT AND OPINION OF PROBABLE COST FOR THE W HIGH ST & S 6TH ST INTERSECTION IMPROVEMENTS IN THE CITY OF MARSHALLTOWN, IOWA, AND THE TAKING OF BIDS FOR SUCH IMPROVEMENTS.

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Instructions to Bidders.

A Bid must be accompanied by Bid security made payable to Owner in an amount of five (5) percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid bond issued by a surety meeting the requirements of the General Conditions or a certified check in an amount equal to five percent (5%) of the total amount of the bid, drawn on and certified payable by a solvent bank to the City Treasurer of the City. Such Bid bond will be issued in the form included in the Bidding Documents.

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

The City Council reserves the right to reject any and all bids and to waive technicalities and irregularities and all bids must remain effective for a period of 30 days of opening same.

This Notice to Bidders is hereby published by authority of resolution duly adopted by the Council of the City of Marshalltown on the _____ day of _____, 2024.

Owner: _____
City of Marshalltown

By: _____
Alicia Hunter

Title: _____
City Clerk

INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACT

TABLE OF CONTENTS

	Page
ARTICLE 1— DEFINED TERMS	6
ARTICLE 2— BIDDING DOCUMENTS.....	6
ARTICLE 3— PRE-BID CONFERENCE	8
ARTICLE 4— BID SECURITY	8
ARTICLE 5— SUBSTITUTE AND “OR EQUAL” ITEMS	8
ARTICLE 6— PREPARATION OF BID	9
ARTICLE 7— BIDS TO REMAIN SUBJECT TO ACCEPTANCE.....	9
ARTICLE 8— ENGINEER INFORMATION	9

ARTICLE 1—DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Issuing Office*—The office from which the Bidding Documents are to be issued, and which registers plan holders.

ARTICLE 2—BIDDING DOCUMENTS

- 2.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a list of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.
- 2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.
- 2.03 Owner has established a Bidding Documents Website as indicated in the Advertisement or invitation to bid. Owner requires that Bidder register as a plan holder with the Issuing Office at such website, and obtain a complete set of the

Bidding Documents from such website. Bidders may rely that sets of Bidding Documents obtained from the Bidding Documents Website are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.

- 2.04 Bidder may register as a plan holder and obtain complete sets of Bidding Documents, in the number and format stated in the Advertisement or invitation to bid, from the Issuing Office. Bidders may rely that sets of Bidding Documents obtained from the Issuing Office are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.
- 2.05 Plan rooms (including construction information subscription services, and electronic and virtual plan rooms) may distribute the Bidding Documents, or make them available for examination. Those prospective bidders that obtain an electronic (digital) copy of the Bidding Documents from a plan room are encouraged to register as plan holders from the Bidding Documents Website or Issuing Office. Owner is not responsible for omissions in Bidding Documents or other documents obtained from plan rooms, or for a Bidder's failure to obtain Addenda from a plan room.
- 2.06 Electronic Documents
 - A. When the Bidding Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to the Bidders as Electronic Documents in the manner specified.
 - 1. Bidding Documents will be provided in Adobe PDF (Portable Document Format) (.pdf) that is readable by Adobe Acrobat Reader. It is the intent of the Engineer and Owner that such Electronic Documents are to be exactly representative of the paper copies of the documents. However, because the Owner and Engineer cannot totally control the transmission and receipt of Electronic Documents nor the Contractor's means of reproduction of such documents, the Owner and Engineer cannot and do not guarantee that Electronic Documents and reproductions prepared from those versions are identical in every manner to the paper copies.
 - B. Unless otherwise stated in the Bidding Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents, described in Paragraph 2.06.A above. However, Bidder assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Bidding Documents and reproductions prepared from those versions and, further, assumes all risks, costs, and responsibility associated with use of the Electronic Documents versions to derive information that is not explicitly contained in printed paper versions of the documents, and for Bidder's reliance upon such derived information.
 - C. After the Contract is awarded, the Owner will provide or direct the Engineer to provide for the use of the Contractor documents that were developed by Engineer as part of the Project design process, as Electronic Documents in native file formats.

- D. Electronic Documents that are available in native file format include:
 - 1. None.
- E. Release of such documents will be solely for the convenience of the Contractor. No such document is a Contract Document.
- F. Unless the Contract Documents explicitly identify that such information will be available to the Successful Bidder (Contractor), nothing herein will create an obligation on the part of the Owner or Engineer to provide or create such information, and the Contractor is not entitled to rely on the availability of such information in the preparation of its Bid or pricing of the Work. In all cases, the Contractor shall take appropriate measures to verify that any electronic/digital information provided in Electronic Documents is appropriate and adequate for the Contractor's specific purposes.
- G. In no case will the Contractor be entitled to additional compensation or time for completion due to any differences between the actual Contract

ARTICLE 3—PRE-BID CONFERENCE

- 3.01 A pre-bid conference will not be conducted for this Project.

ARTICLE 4—BID SECURITY

- 4.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of **five (5)** percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid bond issued by a surety meeting the requirements of the General Conditions or a certified check in an amount equal to five percent (5%) of the total amount of the bid, drawn on and certified payable by a solvent bank to the City Treasurer of the City. Such Bid bond will be issued in the form included in the Bidding Documents.

ARTICLE 5—SUBSTITUTE AND "OR EQUAL" ITEMS

- 5.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, and those "or-equal" or substitute or materials and equipment subsequently approved by Engineer prior to the submittal of Bids and identified by Addendum. No item of material or equipment will be considered by Engineer as an "or-equal" or substitute unless written request for approval has been submitted by Bidder and has been received by Engineer within 10 days of the issuance of the Advertisement for Bids or invitation to Bidders. Each such request must comply with the requirements of the General Conditions, and the review of the request will be governed by the principles in those paragraphs. The burden of proof of the merit of the proposed item is upon Bidder. Engineer's decision of approval or disapproval of a proposed item will be final. If Engineer approves any such proposed item, such approval will be set forth in an Addendum issued to all registered Bidders. Bidders cannot rely upon approvals made in any other manner.
- 5.02 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in

the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.

ARTICLE 6—PREPARATION OF BID

- 6.01 If Bidder has obtained the Bidding Documents as Electronic Documents, then Bidder shall prepare its Bid on a paper copy of the Bid Form printed from the Electronic Documents version of the Bidding Documents. The printed copy of the Bid Form must be clearly legible, printed on 8½ inch by 11-inch paper and as closely identical in appearance to the Electronic Document version of the Bid Form as may be practical. The Owner reserves the right to accept Bid Forms which nominally vary in appearance from the original paper version of the Bid Form, providing that all required information and submittals are included with the Bid.

ARTICLE 7—OPENING OF BIDS

- 7.01 Bids will be opened and read aloud in City Hall (24 N Center Street, Marshalltown, Iowa) at 9:30 AM on Wednesday, August 14th, 2024.

ARTICLE 8—BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 8.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.
- 8.02 Should there be any reason why the contract cannot be awarded within the period of time stated in the Bid Form, the time may be extended by mutual agreement between the Owner and the apparent successful Bidder.

ARTICLE 9—ENGINEER INFORMATION

- 9.01 The Engineering firm is: City of Marshalltown
- A. The Engineering firm’s contact person is: Heather Thomas, alternate Brad Bateman
 - B. The firm’s address is:
 - 1. 24 N Center St
 - 2. Marshalltown, Iowa 50158
 - 3. Phone (641) 754-5734
 - 4. Email: hthomas@marshalltown-ia.gov
bbateman@marshalltown-ia.gov

BIDDING DOCUMENTS

BID FORM FOR CONSTRUCTION CONTRACT
W HIGH ST & S 6TH ST INTERSECTION IMPROVEMENTS
PROJECT NO. STR 24-001

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

City of Marshalltown – City Clerk
24 N. Center Street
Marshalltown, IA 50158.

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
- C. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids; and
- D. Bidders Status Form.

ARTICLE 3—BASIS OF BID—UNIT PRICES**3.01 Unit Price Bids**

A. Bidder will perform the following Work at the indicated unit prices:

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	BID UNIT PRICE	EXTENDED PRICE
1	Excavation, Class 13	90	CY	\$	\$
2	Subgrade Preparation, 6"	309.2	SY	\$	\$
3	Subgrade Stabilization, Geogrid (Tri-Ax 160)	309.2	SY	\$	\$
4	Subbase, 8" Modified	130	TON	\$	\$
5	Storm Sewer, Trenched, PVC, SDR26, 12"	7	LF	\$	\$
6	Intake, Type SW-507 (Modified)	1	EA	\$	\$
7	Removal, Intake	1	EA	\$	\$
8	Removal, Sidewalk	25.2	SY	\$	\$
9	Removal, Pavement	118.6	SY	\$	\$
10	Removal, Curb & Gutter	175	LF	\$	\$
11	Pavement, PCC, 8"	309.2	SY	\$	\$
12	Sidewalk, PCC, 6"	45.0	SF	\$	\$
13	Sidewalk, PCC, 4"	80.0	SF	\$	\$
14	Detectable Warning	20.0	SF	\$	\$
15	Traffic Control	1	LS	\$	\$
16	Seeding, Fertilize, and Mulching	1	LS	\$	\$
17	Inlet Protection Device	3	EA	\$	\$
18	Construction Survey	1	LS	\$	\$
19	Mobilization	1	LS	\$	\$
20	Concrete Washout	1	LS	\$	\$
	Project Total				\$

3.02 Bidder acknowledges that:

- A. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
- B. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete within **25 working** days after the date when the Contract Times commence to run as provided in the General Conditions, and will be completed and ready for final payment in accordance with the General Conditions within **30 working** days after the date when the Contract Times commence to run.
- 4.02 Working days shall be defined as any calendar day, exclusive of Saturdays, Sundays, or a recognized legal holiday, on which weather or other conditions (not under control of the Contractor) will permit construction operations to proceed for not less than 3/4 of a normal work day in the performance of a controlling item of work.
- 4.03 Working days shall commence at the date which the Notice to Proceed is issued or as mutually agreed to at the preconstruction conference, whichever is later. The Notice to Proceed is anticipated to be delivered at the preconstruction conference. The preconstruction conference shall be held within 7 calendar days of an executed contract.

ARTICLE 5—LIQUIDATED DAMAGES

- 5.01 Substantial Completion: Contractor shall pay Owner \$500 for each calendar day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
- 5.02 Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500 for each calendar day that expires after such time until the Work is completed and ready for final payment.
- 5.03 Liquidated damages for failing to timely attain Substantial Completion and Final Completion are not additive, and will not be imposed concurrently.
- 5.04 If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether

actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

ARTICLE 6—*BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA*

6.01 Bid Acceptance Period

- A. This Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

6.02 Instructions to Bidders

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

6.03 Receipt of Addenda

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

ARTICLE 7—BIDDER hereby submits this Bid as set forth above:

Bidder:

(typed or printed name of organization)

By: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Date: _____
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Date: _____
(typed or printed)

Address for giving notices:

Bidder's Contact:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Phone: _____

Email: _____

Address: _____

Bidder's Contractor License No.: (if applicable) _____

BID BOND (PENAL SUM FORM)

Bidder Name: [Full formal name of Bidder] Address (<i>principal place of business</i>): [Address of Bidder's principal place of business]	Surety Name: [Full formal name of Surety] Address (<i>principal place of business</i>): [Address of Surety's principal place of business]
Owner Name: City of Marshalltown Address (<i>principal place of business</i>): 24 N. Center Street Marshalltown, IA 50158	Bid Project (<i>name and location</i>): W High St & S 6th St Intersection Improvements – Marshalltown, Iowa Bid Due Date: August 14, 2024
Bond Penal Sum: [Amount] Date of Bond: [Date]	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder	Surety
_____ <i>(Full formal name of Bidder)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature) (Attach Power of Attorney)</i>
Name _____ <i>(Printed or typed)</i>	Name _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest _____ <i>(Signature)</i>	Attest _____ <i>(Signature)</i>
Name _____ <i>(Printed or typed)</i>	Name _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Notes: (1) Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

BIDDER STATUS FORM

To be completed by all bidders

Part A

Please answer "Yes" or "No" for each of the following:

☐ Yes ☐ No My company is authorized to transact business in Iowa.

(To help you determine if your company is authorized, please review the worksheet on the next page).

☐ Yes ☐ No My company has an office to transact business in Iowa.

☐ Yes ☐ No My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.

☐ Yes ☐ No My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.

☐ Yes ☐ No My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.

If you answered "Yes" for each question above, your company qualifies as a resident bidder. Please complete Parts B and D of this form.

If you answered "No" to one or more questions above, your company is a nonresident bidder. Please complete Parts C and D of this form.

To be completed by resident bidders

Part B

My company has maintained offices in Iowa during the past 3 years at the following addresses:

Dates: _____/_____/_____ to _____/_____/_____ Address: _____

City, State, Zip: _____

Dates: _____/_____/_____ to _____/_____/_____ Address: _____

City, State, Zip: _____

Dates: _____/_____/_____ to _____/_____/_____ Address: _____

You may attach additional sheet(s) if needed. City, State, Zip: _____

To be completed by non-resident bidders

Part C

1. Name of home state or foreign country reported to the Iowa Secretary of State:

2. Does your company's home state or foreign country offer preferences to resident bidders, resident labor force preferences or any other type of preference to bidders or laborers? ☐ Yes ☐ No

3. If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.

_____ *You may attach additional sheet(s) if needed.*

To be completed by all bidders

Part D

I certify that the statements made on this document are true and complete to the best of my knowledge and I know that my failure to provide accurate and truthful information may be a reason to reject my bid.

Firm Name: _____

Signature: _____ Date: _____

You must submit the completed form to the governmental body requesting bids per 875 Iowa Administrative Code Chapter 156. This form has been approved by the Iowa Labor Commissioner.

Worksheet: Authorization to Transact Business

This worksheet may be used to help complete Part A of the Resident Bidder Status form. If at least one of the following describes your business, you are authorized to transact business in Iowa.

- ☐ Yes ☐ No My business is currently registered as a contractor with the Iowa Division of Labor.
- ☐ Yes ☐ No My business is a sole proprietorship and I am an Iowa resident for Iowa income tax purposes.
- ☐ Yes ☐ No My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes.
- ☐ Yes ☐ No My business is an active corporation with the Iowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution.
- ☐ Yes ☐ No My business is a corporation whose articles of incorporation are filed in a state other than Iowa, the corporation has received a certificate of authority from the Iowa secretary of state, has filed its most recent biennial report with the secretary of state, and has neither received a certificate of withdrawal from the secretary of state nor had its authority revoked.
- ☐ Yes ☐ No My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled.
- ☐ Yes ☐ No My business is a limited liability partnership which has filed a statement of qualification in a state other than Iowa, has filed a statement of foreign qualification in Iowa and a statement of cancellation has not been filed.
- ☐ Yes ☐ No My business is a limited partnership or limited liability limited partnership which has filed a certificate of limited partnership in this state, and has not filed a statement of termination.
- ☐ Yes ☐ No My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than Iowa, the limited partnership or limited liability limited partnership has received notification from the Iowa secretary of state that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership.
- ☐ Yes ☐ No My business is a limited liability company whose certificate of organization is filed in Iowa and has not filed a statement of termination.
- ☐ Yes ☐ No My business is a limited liability company whose certificate of organization is filed in a state other than Iowa, has received a certificate of authority to transact business in Iowa and the certificate has not been revoked or canceled.

CONTRACT DOCUMENTS

NOTICE OF AWARD

Date of Issuance:

Owner: City of Marshalltown

Owner's Project No.: STR 24-001

Engineer: City of Marshalltown

Engineer's Project No.: STR 24-001

Project: W High St & S 6th St Intersection Improvements

Contract Name: W High St & S 6th St Intersection Improvements

Bidder:

Bidder's Address:

You are notified that Owner has accepted your Bid dated August 14, 2024 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

W High St & S 6th St Intersection Improvements

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

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

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

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

1. Deliver to Owner **three** counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions.
3. Other conditions precedent (if any): **n/a**

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

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

Owner:

City of Marshalltown, Iowa

By (signature):

Name (printed):

Joel Greer

Title:

Mayor

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between the City of Marshalltown ("Owner") and [name of contracting entity] ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Excavation, removal of pavement, construction of a cast-in-place storm water intake, preparation of subgrade, placement of approximately 310 SY of PCC Pavement, placement of sidewalk with detectable warning panel, traffic control, seeding, and miscellaneous work associated with partial reconstruction and widening of a street intersection.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **W High St & S 6th St Intersection Improvements**

ARTICLE 3 – ENGINEER

3.01 The Owner has retained **the City of Marshalltown** ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by [insert "Engineer" if an entity has been identified as such in Paragraph 3.01, and that same entity prepared the design; or indicate by name the entity other than Engineer that prepared the design].

ARTICLE 4 – CONTRACT TIMES

4.01 Contract Times: Days

A. The Work will be substantially complete within **25 working** days after the date when the Contract Times commence to run as provided in the General Conditions and Bid Form, and completed and ready for final payment within **30 working** days after the date when the Contract Times commence to run.

4.02 Liquidated Damages

A. Substantial Completion: Contractor shall pay Owner \$500 for each calendar day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.

B. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final

payment, Contractor shall pay Owner \$500 for each calendar day that expires after such time until the Work is completed and ready for final payment.

4.03 Special Damages

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.01 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.01 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – CONTRACT DOCUMENTS

6.01 Contents

- A. The Contract Documents consist of all of the following:
 - 1. This Agreement.
 - 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 - 3. General Conditions.
 - 4. Supplementary Conditions.
 - 5. Specifications as listed in the table of contents of the project manual (copy of list attached).
 - 6. Drawings (not attached but incorporated by reference) consisting of 9 sheets with each sheet bearing the following general title: **West High Street & South 6th Street Intersection Improvements**.
 - 7. Addenda (numbers [number] to [number], inclusive).
 - 8. Exhibits to this Agreement (enumerated as follows):

- a. None
- 9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond.
- B. The Contract Documents listed in Paragraph 6.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 6.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

6.02 General Conditions

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are the SUDAS Standard Specifications, General Provisions and Covenants, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor in the Supplementary Conditions.
- B. The General Conditions are available electronically at <https://iowasudas.org/manuals/specifications-manual/#division-1-general-provisions-and-covenants> .

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on **[indicate date on which Contract becomes effective]**
(which is the Effective Date of the Contract).

Owner:

City of Marshalltown

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

Joel Greer

(typed or printed)

Title:

Mayor

(typed or printed)

Attest:

(individual's signature)

Title:

Alicia Hunter

(typed or printed)

Address for giving notices:

City of Marshalltown

24 N. Center Street

Marshalltown, Iowa 50158

Designated Representative:

Name: Heather Thomas, P.E.

(typed or printed)

Title:

Public Works Director

(typed or printed)

Address:

24 N. Center Street

Marshalltown, Iowa 50158

Phone: (641) 754-5734

Email: hthomas@marshalltown-ia.gov

(If **[Type of Entity]** is a corporation, attach evidence of authority to sign. If **[Type of Entity]** is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Contractor:

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

(If **[Type of Entity]** is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

License No.:

(where applicable)

State:

PERFORMANCE BOND

Contractor Name: [Full formal name of Contractor] Address (<i>principal place of business</i>): [Address of Contractor's principal place of business]	Surety Name: [Full formal name of Surety] Address (<i>principal place of business</i>): [Address of Surety's principal place of business]
Owner Name: City of Marshalltown Mailing address (<i>principal place of business</i>): 24 North Center Street Marshalltown, IA 50158	Contract Description (<i>name and location</i>): W High St & S 6th St Intersection Improvements – Marshalltown, Iowa Contract Price: [Amount from Contract] Effective Date of Contract: [Date from Contract]
Bond Bond Amount: [Amount] Date of Bond: [Date] <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: ☐ None ☐ See Paragraph 16	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
_____ <i>(Full formal name of Contractor)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

- 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
 - 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.

12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
14. Definitions
- 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
- 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
- 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
- 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows: **“None”**

PAYMENT BOND

Contractor Name: [Full formal name of Contractor] Address (<i>principal place of business</i>): [Address of Contractor's principal place of business]	Surety Name: [Full formal name of Surety] Address (<i>principal place of business</i>): [Address of Surety's principal place of business]
Owner Name: City of Marshalltown Mailing address (<i>principal place of business</i>): 24 North Center Street Marshalltown, IA 50158	Contract Description (<i>name and location</i>): W High St & S 6th St Intersection Improvements – Marshalltown, Iowa Contract Price: [Amount, from Contract] Effective Date of Contract: [Date, from Contract]
Bond Bond Amount: [Amount] Date of Bond: [Date] <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: ☐ None ☐ See Paragraph 18	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
_____ <i>(Full formal name of Contractor)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 5.1. Claimants who do not have a direct contract with the Contractor
 - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2. Pay or arrange for payment of any undisputed amounts.
 - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its

obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions

16.1. *Claim*—A written statement by the Claimant including at a minimum:

16.1.1. The name of the Claimant;

- 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
- 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
- 16.1.4. A brief description of the labor, materials, or equipment furnished;
- 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
- 16.1.7. The total amount of previous payments received by the Claimant; and
- 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2.*Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3.*Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4.*Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5.*Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

18. Modifications to this Bond are as follows: **"None"**

WARRANTY BOND

Contractor Name: [Full formal name of Contractor] Address (<i>principal place of business</i>): [Address of Contractor's principal place of business]	Surety Name: [Full formal name of Surety] Address (<i>principal place of business</i>): [Insert address of Surety's principal place of business]
Owner Name: City of Marshalltown Address (<i>principal place of business</i>): 24 North Center Street Marshalltown, IA 50158	Construction Contract Description (<i>name and location</i>): W High St & S 6th St Intersection Improvements – Marshalltown, Iowa Contract Price: [Amount from Contract] Effective Date of Contract: [Date from Contract] Contract's Date of Substantial Completion: [Date from Contract]
Bond Bond Amount: [Amount] Date of Bond: [Date] Bond Period: Commencing after Substantial Completion of the Work under the Construction Contract, and continuing for four (4) years after such Substantial Completion. Modifications to this Bond form: ☐ None ☒ See Paragraph 9	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth herein, do each cause this Warranty Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
(Full formal name of Contractor)	(Full formal name of Surety) (corporate seal)
By: _____ (Signature)	By: _____ (Signature) (Attach Power of
Name: _____ (Printed or typed)	Name _____ (Printed or typed)
Title: _____	Title: _____
Attest: _____ (Signature)	Attest: _____ (Signature)
Name: _____ (Printed or typed)	Name _____ (Printed or typed)
Title: _____	Title: _____
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract's Correction Period Obligations. The Construction Contract is incorporated herein by reference.
2. If the Contractor performs the Correction Period Obligations, the Surety and the Contractor shall have no obligation under this Warranty Bond.
3. If Owner gives written notice to Contractor and Surety during the Bond Period of Contractor's obligation under the Correction Period Obligations, and Contractor does not fulfill such obligation, then Surety shall be responsible for fulfillment of such Correction Period Obligations. Surety shall either fulfill the Correction Period Obligations itself, through its agents or contractors, or, in the alternative, Surety may waive the right to fulfill the Correction Period Obligations itself, and reimburse the Owner for all resulting costs incurred by Owner in performing Contractor's Correction Period Obligations, including but not limited to correction, removal, replacement, and repair costs.
4. The Surety's liability is limited to the amount of this Warranty Bond. Renewal or continuation of the Warranty Bond will not modify such amount, unless expressly agreed to by Surety in writing.
5. The Surety shall have no liability under this Warranty Bond for obligations of the Contractor that are unrelated to the Construction Contract. No right of action will accrue on this Warranty Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
6. Any proceeding, legal or equitable, under this Warranty Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and must be instituted within two years after the Surety refuses or fails to perform its obligations under this Warranty Bond.
7. Written notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown in this Warranty Bond.
8. Definitions
 - 8.1. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page of this Warranty Bond, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 8.2. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
 - 8.3. *Correction Period Obligations*—The duties, responsibilities, commitments, and obligations of the Contractor with respect to correction or replacement of defective Work, as set forth in the SUDAS General Conditions, as duly modified.
 - 8.4. *Substantial Completion*—As defined in the Construction Contract.
 - 8.5. *Work*—As defined in the Construction Contract.
9. Modifications to this Bond are as follows: **Bond shall be 100% of the contract amount for the first two (2) years and 25% of the contract amount for the last two (2) years.**

NOTICE TO PROCEED

Owner:	City of Marshalltown	Owner's Project No.:	STR 24-001
Engineer:	City of Marshalltown	Engineer's Project No.:	STR 24-001
Contractor:		Contractor's Project No.:	
Project:	W High St & S 6th St Intersection Improvements		
Contract Name:	W High St & S 6th St Intersection Improvements		
Effective Date of Contract:			

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on **[date Contract Times are to start]** pursuant to Section 1080,1.02 of the General Conditions.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work will be done at the Site prior to such date.

In accordance with the Agreement:

The number of days to achieve Substantial Completion is **25 working days** from the date stated above for the commencement of the Contract Times, and the number of days to achieve readiness for final payment is **30 working days** from the commencement date of the Contract Times.

Before starting any Work at the Site, Contractor must comply with the following:

[Note any access limitations, security procedures, or other restrictions]

Owner:	City of Marshalltown
By (signature):	
Name (printed):	
Title:	
Date Issued:	
Copy: Engineer	

CONTRACT CONDITIONS

GENERAL SUPPLEMENTAL SPECIFICATIONS

The General Supplemental Specifications for the work on this project are represented by the SUDAS Standard Specifications approved by the Board of Directors for the Iowa SUDAS Corporation.

SUPPLEMENTAL SPECIFICATIONS

These Supplementary Conditions amend or supplement the General Supplemental Specifications approved by the Board of Directors for the Iowa SUDAS Corporation subsequent to publication of the latest edition of the SUDAS Standard Specifications. They involve changes in the SUDAS Standard Specifications and apply only when specified in the contract documents. The General Conditions remain in full force and effect except as amended.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

Specifications adopted by a Jurisdiction that involve changes to the SUDAS Standard Specifications are as follow:

Section 1040 – Scope of Work

1.06 INCREASE OR DECREASE OF WORK

Add the following new paragraphs immediately after Paragraph C:

D. Adjustments in Unit Price

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
 - a. the extended price of a particular item of Unit Price Work amounts to five (5) percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than 25 percent from the estimated quantity of such item indicated in the Agreement; and
 - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
3. Adjusted unit prices will apply to all units of that item.

Section 1070 – Legal Relations and Responsibility to the Public

3.01 PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

Add the following subparagraphs to Paragraph C:

1. Contractor shall furnish a warranty bond issued in the form of EJCDC® C-612, Warranty Bond (2018) or other approved form. The warranty bond must be in a bond amount of **100 percent** of the final contract price for the first two (2) years and **25 percent** of the final Contract Price for the last two (2) years. The warranty bond period will extend to a date **four (4) years** after Substantial Completion of the Work.
3. The warranty bond must be issued by the same surety that issues the performance bond required under Paragraph 3.01 of the General Conditions.

Section 1080 – Prosecution and Progress

1.07 WORK ON SUNDAYS OR LEGAL HOLIDAYS

Add the following new subparagraphs immediately after Paragraph A:

1. No Work shall be done between 6:00pm and 7:00am without permission of Owner. However, emergency work may be done without prior permission.
2. Night Work may be undertaken as a regular procedure with the permission of Owner; such permission, however, may be revoked at any time by Owner if Contractor fails to maintain adequate equipment and supervision for the proper prosecution and control of the Work at night.
3. Owner's legal holidays are: New Year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

Section 1090 - Measurement and Payment

1.05 PROGRESS PAYMENTS

Add the following new Paragraph D:

- D. Contractor's Application for Progress Payment shall be prepared on the EJCDC C-620 form provided in the Contract Documents, or other approved form.

ADDITIONAL FORMS

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: City of Marshalltown Owner's Project No.: STR 24-001

Engineer: City of Marshalltown Engineer's Project No.: STR 24-001

Contractor: Contractor's Project No.:

Project: W High St & S 6th St Intersection Improvements

Contract Name: W High St & S 6th St Intersection Improvements

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

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

[Describe the portion of the work for which Certificate of Substantial Completion is issued]

Date of Substantial Completion: **[Enter date, as determined by Engineer]**

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

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

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

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

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

[List amendments to Owner's Responsibilities]

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

[List amendments to Contractor's Responsibilities]

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

[List attachments such as punch list; other documents]

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

Engineer

By (*signature*): _____

Name (*printed*): _____

Title: _____

NOTICE OF ACCEPTABILITY OF WORK

Owner: City of Marshalltown Owner's Project No.: STR 24-001
Engineer: City of Marshalltown Engineer's Project No.: STR 24-001
Contractor: Contractor's Project No.:
Project: W High St & S 6th St Intersection Improvements
Contract Name: W High St & S 6th St Intersection Improvements
Notice Date: Effective Date of the Construction Contract:

The Engineer hereby gives notice to the Owner and Contractor that Engineer recommends final payment to Contractor, and that the Work furnished and performed by Contractor under the Construction Contract is acceptable, expressly subject to the provisions of the Construction Contract's Contract Documents ("Contract Documents") and of the Agreement between Owner and Engineer for Professional Services dated **[date of professional services agreement]** ("Owner-Engineer Agreement"). This Notice of Acceptability of Work (Notice) is made expressly subject to the following terms and conditions to which all who receive and rely on said Notice agree:

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

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

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

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

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

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

Engineer

By (*signature*): _____

Name (*printed*): _____

Title: _____

CONTRACTOR'S APPLICATION FOR PAYMENT

Owner:	<u>City of Marshalltown</u>	Owner's Project No.:	<u>STR 24-001</u>
Engineer:	<u>City of Marshalltown</u>	Engineer's Project No.:	<u>STR 24-001</u>
Contractor:	<u></u>	Contractor's Project No.:	<u></u>
Project:	<u>W High St & S 6th St Intersection Improvements</u>		
Contract:	<u>W High St & S 6th St Intersection Improvements</u>		
Application No.:	<u></u>	Application Date:	<u></u>
Application Period:	From <u></u>	to <u></u>	

1. Original Contract Price	\$	-
2. Net change by Change Orders	\$	-
3. Current Contract Price (Line 1 + Line 2)	\$	-
4. Total Work completed and materials stored to date	\$	
5. Retainage		
a. <u></u> X \$ <u></u> Work Completed	\$	
b. <u></u> X \$ <u></u> Stored Materials	\$	
c. Total Retainage (Line 5.a + Line 5.b)	\$	
6. Amount eligible to date (Line 4 - Line 5.c)	\$	
7. Less previous payments	\$	
8. Amount due this application (Line 6 – Line 7)	\$	
9. Balance to finish, including retainage (Line 3 - Line 7 – Line 8)	\$	

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor:	<u></u>
Signature:	<u></u>
	Date: <u></u>

Recommended by Engineer By: <u></u> Title: <u></u> Date: <u></u> Notes:	Approved by Owner By: <u></u> Title: <u></u> Date: <u></u>
---	--

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Marshalltown	Owner's Project No.:	STR 24-001
Engineer:	City of Marshalltown	Engineer's Project No.:	STR 24-001
Contractor:		Contractor's Project No.:	
Project:	W High St & S 6th St Intersection Improvements		
Contract:	W High St & S 6th St Intersection Improvements		

Application No.:		Application Period:		From		to		Application Date:			
A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
Original Contract											

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Marshalltown	Owner's Project No.:	STR 24-001
Engineer:	City of Marshalltown	Engineer's Project No.:	STR 24-001
Contractor:		Contractor's Project No.:	
Project:	W High St & S 6th St Intersection Improvements		
Contract:	W High St & S 6th St Intersection Improvements		

Application No.:		Application Period:	From		to		Application Date:	
-------------------------	--	----------------------------	-------------	--	-----------	--	--------------------------	--

A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporate d in the Work	Value of Work Completed to Date (E X G) (\$)				
Change Orders											
					</						

Contractor's Application for Payment

Owner:	City of Marshalltown	Owner's Project No.:	STR 24-001
Engineer:	City of Marshalltown	Engineer's Project No.:	STR 24-001
Contractor:		Contractor's Project No.:	
Project:	W High St & S 6th St Intersection Improvements		
Contract:	W High St & S 6th St Intersection Improvements		

Application No.: _____ Application Period: From _____ to _____ Application Date: _____

[illegible]

CHANGE ORDER NO.: [#]

Owner: City of Marshalltown Owner's Project No.: STR 24-001
Engineer: City of Marshalltown Engineer's Project No.: STR 24-001
Contractor: Contractor's Project No.:
Project: W High St & S 6th St Intersection Improvements
Contract Name: W High St & S 6th St Intersection Improvements
Date Issued: Effective Date of Change Order:

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

Description:

[Description of the change]

Attachments:

[List documents related to the change]

Change in Contract Price	Change in Contract Times [State Contract Times as either a specific date or a number of days]
Original Contract Price: \$ _____	Original Contract Times: Substantial Completion: _____ Ready for final payment: _____
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. [Number of previous Change Order] : \$ _____	[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order] : Substantial Completion: _____ Ready for final payment: _____
Contract Price prior to this Change Order: \$ _____	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____
[Increase] [Decrease] this Change Order: \$ _____	[Increase] [Decrease] this Change Order: Substantial Completion: _____ Ready for final payment: _____
Contract Price incorporating this Change Order: \$ _____	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: _____

Contractor:	
Signature: _____	Date: _____
Recommended by Engineer	Approved by Owner
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____
Notes:	

FIELD ORDER NO.: [FO#]

Owner:	City of Marshalltown	Owner's Project No.:	STR 24-001
Engineer:	City of Marshalltown	Engineer's Project No.:	STR 24-001
Contractor:		Contractor's Project No.:	
Project:	W High St & S 6th St Intersection Improvements		
Contract Name:	W High St & S 6th St Intersection Improvements		
Date Issued:		Effective Date of Field Order:	

Contractor is hereby directed to promptly perform the Work described in this Field Order, issued in accordance with Paragraph 11.04 of the General Conditions, for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

Reference:

Specification Section(s):

Drawing(s) / Details (s):

Description:

[Description of the change to the Work]

Attachments:

[List documents supporting change]

Issued by Engineer

By: _____

Title: _____

Date: _____

CONCURRENT PROJECT COORDINATION

Marshalltown Water Works (MWW) is completing a water main replacement project along W High Street from 6th Street to Center Street. Construction commenced mid-July 2024 and most of the work is being performed in house by MWW staff.

The estimated timeframe of that project is:

Phase 1 – From west edge of 301 W High Street west to 6th Street

Started mid-July. Estimate 2+ months to get to the terrace area in the NE quadrant of S 6th Street and W High St. MWW will not do the connection in the 6th St intersection until the City's Contractor closes the intersection for the intersection improvements. This phase 1 work will remain in the terrace.

Phase 2 – From west edge of 301 W High Street, east to west side of 2nd Street Intersection

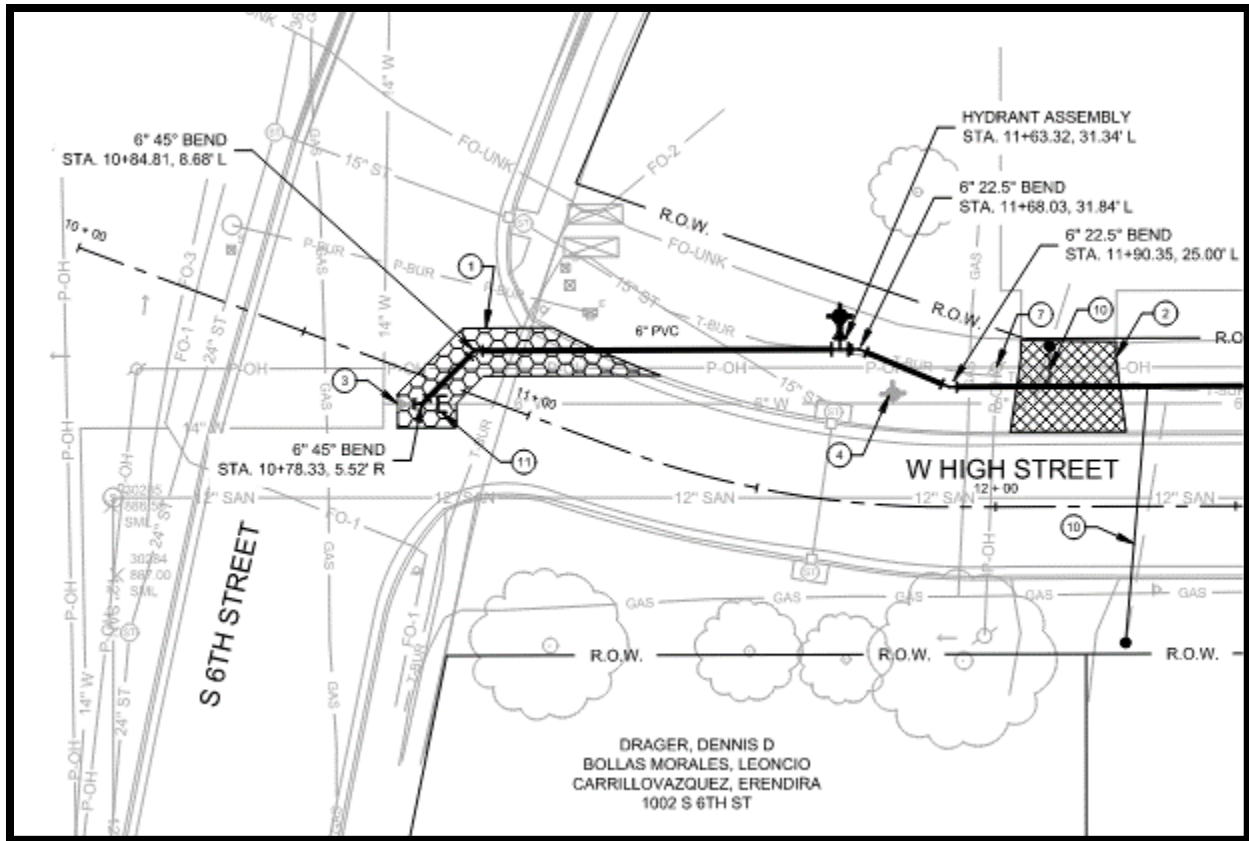
Following Phase 1, in late 2024

Phase 3 – From west side of 2nd Street, to Center Street intersection.

2025 Construction

MWW will remain on the north 1/3 of the roadway for Phases 1 and 2 while work takes place in the terrace area with some equipment on the roadway.

MWW will be doing their tie-in for the new water main installed with Phase 1 under the intersection of W High St and S 6th St during the same timeframe that the City's intersection Contractor has the road closure in place. They will be essentially "on-call" and will stop where they are working on their project to do the tie-in when the road is closed. MWW's work is in the northern portion of the intersection, outside the work limits that the City's intersection Contractor will be doing pavement removal and replacement. Contractors shall work in their respective areas and be considerate/coordinate access as needed to the site. MWW's anticipated work includes the following extracted plan and is anticipated to be able to be completed within 15 working days. Additional full plans are available upon request.



The city's intersection Contractor is expected to provide the following traffic control for the duration of the intersection project, which will also be utilized by MWW:

On S 6th Street, Iowa DOT TC-228 closing the northbound lane and utilizing the two-way left turn lane for northbound traffic.

On W High Street, Iowa DOT TC-252 closing W High Street to thru traffic. Road Closed to Thru Traffic signage shall be placed at 2nd Street Intersection. Actually road closure shall be placed to maintain access to 507 W High St and 1002 S 6th St, unless the Contractor has written permission to the property owners to close off access for a period of time.

MARSHALLTOWN SUPPLEMENTARY SPECIFICATIONS

PLEASE REFER TO THE CITY'S LATEST MARSHALLTOWN SUPPLEMENTARY
SPECIFICATIONS, AVAILABLE ELECTRONICALLY @

<https://www.marshalltown-ia.gov/DocumentCenter/View/9087/2023-Marshalltown-Supplementary-Specifications>

LEGEND

POWER POLE	
UTILITY PEDESTAL	
PROPERTY PIN	
CONC. MONUMENT	
FIRE HYDRANT	
SIGNS	
GAS VALVE	
WATER VALVE	
GUY WIRE TIE	
TRAFFIC SIGNAL	
TREE	
BUSH	
FENCE	
CENTERLINE	
CONC. CURB & GUTTER	
WATER MAIN	
STORM SEWER MANHOLE	
STORM SEWER PIPE	
SANITARY SEWER MANHOLE	
SANITARY SEWER PIPE	

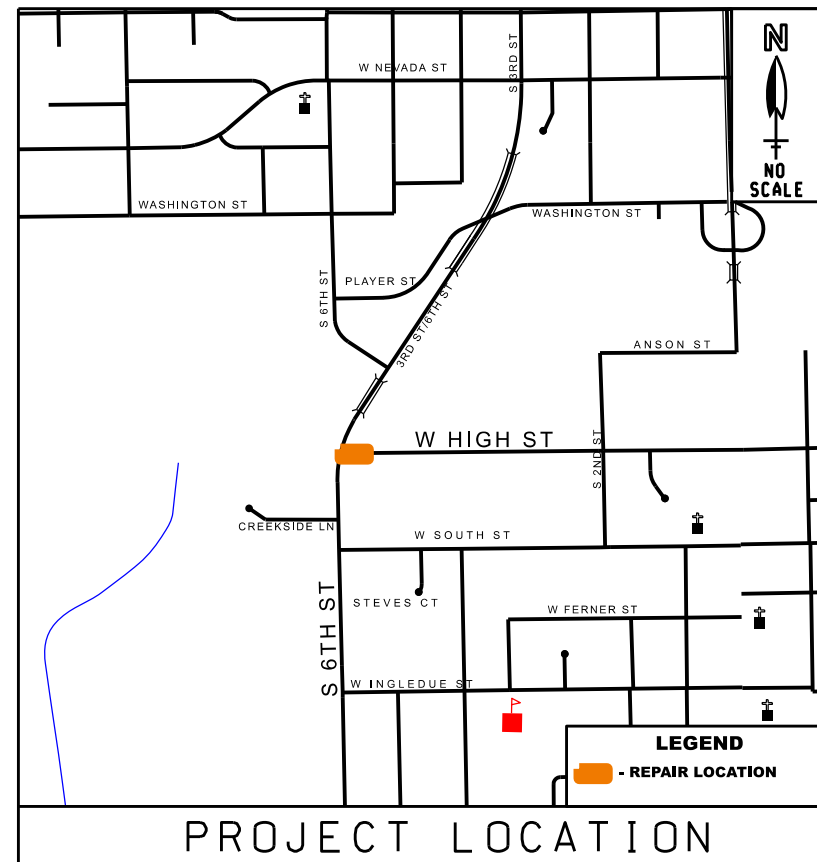


MARSHALLTOWN
MORE THAN EVER

WEST HIGH STREET & SOUTH 6TH STREET INTERSECTION IMPROVEMENTS

PROJECT STR - 24001

INDEX	
PAGE	DESCRIPTION
A.01	TITLE SHEET
B.01	QUANTITIES & NOTES
C.01-C.03	DETAILS
D.01 - D.04	PLAN SHEETS



UTILITY COMPANIES

GAS & ELECTRIC: ALLIANT ENERGY
CONTACT: BILL FARRINGTON
PHONE: (641) 754-5811
WATER: MARSHALLTOWN WATER WORKS
CONTACT: ZACH MAXFIELD
PHONE: (641) 753-7913
SEWER: CITY OF MARSHALLTOWN
CONTACT: TROY MCGAHUEY
PHONE: (641) 754-5749
TRAFFIC SIGNALS & CITY STREET LIGHTS
CITY OF MARSHALLTOWN
CONTACT: DAVID DEEMER
PHONE: (641) 754-5734

FIBER & COMMUNICATIONS

HEART OF IOWA
CONTACT: NATHAN BUTLER
PHONE: (641) 486-2211
IOWA COMMUNICATIONS NETWORK
CONTACT: TIM FLICKINGER
PHONE: (515) 725-4000
WINDSTREAM
CONTACT: BRYAN BOGAN
PHONE: (501) 748-6919
CENTURY LINK
CONTACT: TIM KEMPER
PHONE: (651) 378-2641

STANDARD SPECIFICATIONS

MARSHALLTOWN SUPPLEMENTARY
SPECIFICATIONS TO AMEND THE IOWA
STATEWIDE URBAN DESIGN AND
SPECIFICATIONS (SUDAS)

THE FOLLOWING CITY OF MARSHALLTOWN
STANDARDS SHALL BE CONSIDERED
APPLICABLE TO THE CONSTRUCTION WORK
ON THIS PROJECT



I hereby certify that this engineering document was prepared by me or under my personal supervision and that I am a duly Registered Professional Engineer under laws of the State of Iowa

Name : Heather Ann Thomas, P.E. Iowa Reg.No.23208

Signature_____ Date_____

My registration expires December 31, 2025

Sheet covered by this seal : (9) Sheets in Index

ESTIMATE REFERENCE			
ITEM NUMBER	REFERENCE	ITEM	DESCRIPTION
DIVISION 2 - EARTHWORK			
1	2010-1.08-E	Excavation, Class 13	A. Site preparation for, and the construction of, embankment, fills, shoulder backfill, and backfill behind curbs. B. Overhaul. C. Finishing the soil surface, including roadways, shoulders, behind curbs, side ditches, slopes, and borrow pits. D. Repair or replacement of any fences that have been unnecessarily damaged or removed.
2	2010 - 1.08 - G	Subgrade Preparation, 6"	The area of the proposed pavement under which the subgrade preparation is performed, plus 2 feet on each side. Excavating, manipulating, replacing, compacting, and trimming to the proper grade.
3	2010 - 1.08 - I	Subgrade Treatment (Geogrid)	Furnishing, placing, and incorporating the geotextiles on the roadway subgrade. Overlaps are not included in the measured quantity.
4	2010 - 1.08 - J	Subbase, 8" Modified	Furnishing, hauling, placing, compacting, and trimming subbase located under roadway, fillets, curb and gutter, driveways and sidewalks to the proper grade.
DIVISION 3 - TRENCH AND TRENCHLESS CONSTRUCTION			
5	3010 - 1.08 - A-1	Storm Sewer, Trenched, PVC, SDR26, 12"	Trench excavation; dewatering; furnishing and installing pipe; furnishing, placing, and compacting bedding and backfill material; joint wrapping; wyes and other fittings; pipe joints; pipe connections; testing; and inspection. Pipe shall be sleeved 3' into the existing 15" RCP and wrapped in an engineered approved fabric. Form a concrete collar around the bottom half of the new pipe connection.
DIVISION 6 - STRUCTURES FOR SANITARY AND STORM SEWERS			
6	6010 - 1.08 - B	Intake, Type SW-507	Excavation; furnishing and installing pipe; furnishing, placing, and compacting bedding and backfill material; base; structural concrete; reinforcing steel; precast units (if used); concrete fillets; pipe connections; castings; and adjustment rings.
7	6010 - 1.08 - H	Removal, Intake	Removal of casting, concrete, and reinforcement; plugging pipes; filling remaining structure with flowable mortar; and placing compacted fill over structure to finished grade.
DIVISION 7 - STREETS AND RELATED WORK			
8	7030 - 1.08 - A	Removal, Sidewalk	Sawing, hauling, and disposal of materials removed.
9	7040 - 1.08 - H	Removal, Pavement	Sawing, hauling, and disposal of materials removed.
10	7040 - 1.08 - H	Removal, Curb & Gutter	Sawing, hauling, and disposal of materials removed.
11	7010 - 1.08 - A	Pavement, PCC, 8"	Final trimming of subgrade or subbase, integral curb, bars and reinforcement, joints and sealing, surface curing and pavement protection, safety fencing, concrete for rigid headers, boxouts for fixtures, pavement smoothness testing, and quality control for stringless paving.
12	7030 - 1.08 - E	Sidewalk, PCC, 6"	Minor grade adjustments at driveway sand other intersections, subgrade preparation, formwork, additional thickness at thickened edges, jointing, sampling, slope and smoothness testing and correction, and testing.
13	7030 - 1.08 - E	Sidewalk, PCC, 4"	Minor grade adjustments at driveways and other intersections, subgrade preparation, formwork, additional thickness at thickened edges, jointing, sampling, slope and smoothness testing and correction, and testing.
14	7030 - 1.08 - G	Detectable Warning	Steel bar supports and manufactured detectable warning panels. Cast Iron or Steel, Detectable warnings shall be 2 foot minimum in the direction of pedestrian travel and should extend the full width of the sidewalk ramp.
DIVISION 8 - TRAFFIC CONTROL			
15	8030 - 1.08 - A	Traffic Control	Traffic control shall comply with Section 8030; and the current Manual on Uniform Traffic Control Devices (MUTCD).
DIVISION 9 - SITE WORK AND LANDSCAPING			
16	9010 - 1.08 - A	Seeding, Fertilizing, and Mulching	Removal of rock and other debris from the area; repairing rills and washes; preparing the seedbed; furnishing and placing seed, including any treatment required; furnishing and placing fertilizer and mulch; and furnishing water and other care during the care period.
17	9040 - 1.08 - T	Inlet Protection Device	Inlet protection devices hall be in accordance with Section 9040.
DIVISION 11 - MISCELLANEOUS			
18	11.010 - 1.08 - A	Construction Survey	Items includes, but is not limited to all construction survey and staking necessary for completion of the project.
19	11.020 - 1.08 - A	Mobilization	A. The movement of personnel, equipment, and supplies to the project site. B. The establishment of offices, buildings, and other facilities necessary for the project. C. Bonding, permits, or other expenses incurred prior to construction.
20	11.050 - 1.08 - A	Concrete Washout	Providing concrete washwater containment, collection, and disposal.

ITEM NO.	ITEM	QUANTITY	UNIT	AS-BUILT QUANTITY
1	Excavation, Class 13	90.0	CY	
2	Subgrade Preparation, 6"	309.2	SY	
3	Subgrade Treatment, (Geogrid)	309.2	SY	
4	Subbase, 8" Modified	130.0	TON	
5	Storm Sewer, Trenched, PVC, SDR26, 12"	7.0	LF	
6	Intake, Type SW-507	1.0	EA	
7	Removal, Intake	1.0	EA	
8	Removal, Sidewalk	25.2	SY	
9	Removal, Pavement	118.6	SY	
10	Removal, Curb & Gutter	175.0	LF	
11	Pavement, PCC, 8"	309.2	SY	
12	Sidewalk, PCC, 6"	45.0	SF	
13	Sidewalk, PCC, 4"	80.0	SF	
14	Detectable Warning	20.0	SF	
15	Traffic Control	1.0	LS	
16	Seeding, Fertilizing, and Mulching	1.0	LS	
17	Inlet Protection Device	3.0	EA	
18	Construction Survey	1.0	LS	
19	Mobilization	1.0	LS	
20	Concrete Washout	1.0	LS	

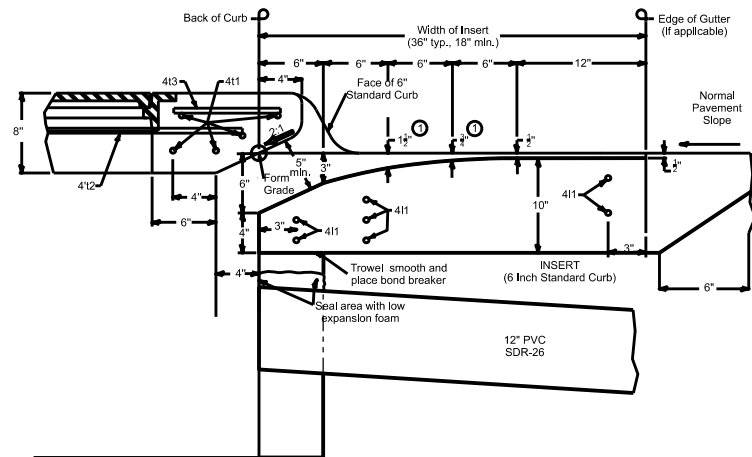
GENERAL NOTES

It is the contractor's responsibility to contact the various utility companies to determine the exact location of all utilities and to provide adequate protection of poles, wires, cables, conduits and pipe lines. The contractor will be liable for any damage to marked utilities caused by his work. Should any utilities need to be adjusted or moved, the contractor shall coordinate his work with the utility companies to provide ample time for the utility company to complete their work.

The contractor shall protect private property from damage during construction and shall "hold harmless" the city for any damage to either public or private property or personal injury caused from his/her work.

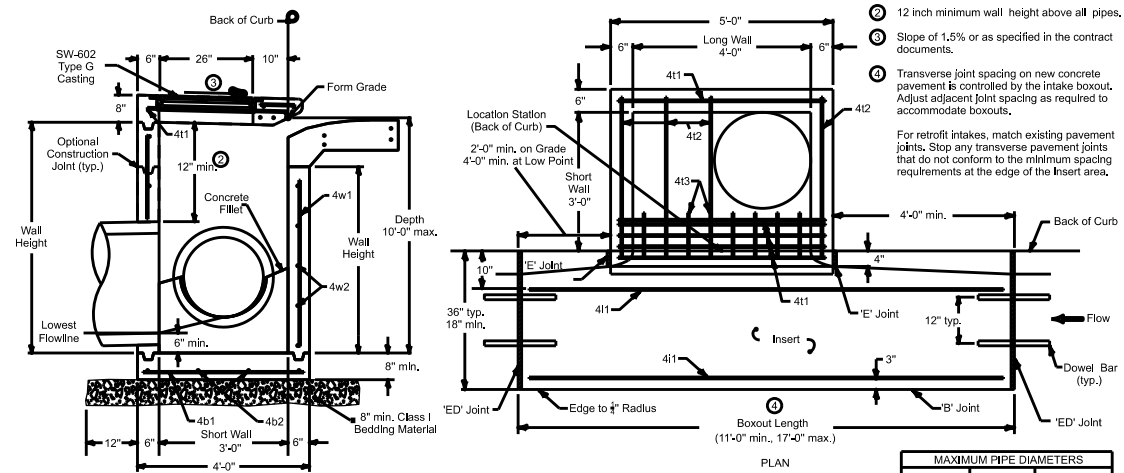
The city reserves the right to approve the order in which the Contractors proposed work will proceed. The contractor is required to submit a written plan outlining his traffic control plan, proposed schedule and sequence of construction, prior to beginning the construction.

Public Access: The Contractor shall exercise reasonable means to maintain the construction area open to local traffic for access to property's abutting the construction zone. In any event, the construction zone shall be accessible to emergency vehicles at all times.



① Insert shaping may be modified for insert widths less than 36 inches. For an 18 inch insert, reduce dimensions indicated by 1/2 inch.

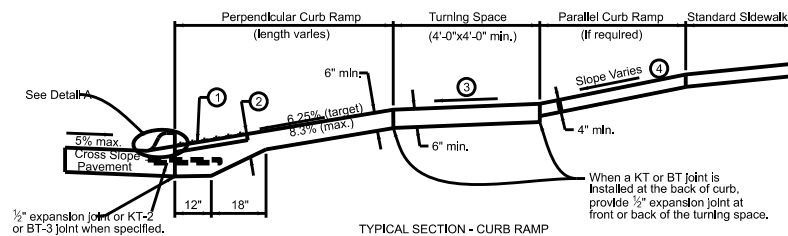
REVISED	DATE	BY
1	06-23-20	SW-507
MODIFIED "NOT TO SCALE"		
FIGURE 6010.507 STANDARD ROAD PLAN		
SHEET 1 OF 2		
REVISION: Adapt Client Drawing to meet M and M changes to minimum box and length.		
SINGLE OPEN-THROAT CURB INTAKE, SMALL BOX		



REINFORCING BAR LIST					
Mark	Size	Location	Shape	Count	Length
411	4	Top	U	6	4'-8"
412	4	Top	U	4	3'-6"
413	4	Top	U	10	10"
4b1	4	Base	U	6	3'-6"
4b2	4	Base	U	5	4'-2"
411	4	Insert	U	8	Boxout Length minus 8"
4w1	4	Walls	U	14	Wall Height minus 4"
4w2	4	Long Walls	U	Varies	4'-8"
4w3	4	Short Walls	U	Varies	3'-8"

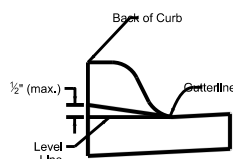
MAXIMUM PIPE DIAMETERS		
Pipe Location	Precast Structure	Cast In place Structure
Short Wall	24"	30"
Long Wall	30"	36"

REVISED	DATE	BY
1	06-23-20	SW-507
MODIFIED "NOT TO SCALE"		
FIGURE 6010.507 STANDARD ROAD PLAN		
SHEET 2 OF 2		
REVISION: Adapt Client Drawing to meet M and M changes to minimum box and length.		
SINGLE OPEN-THROAT CURB INTAKE, SMALL BOX		



TYPICAL SECTION - CURB RAMP

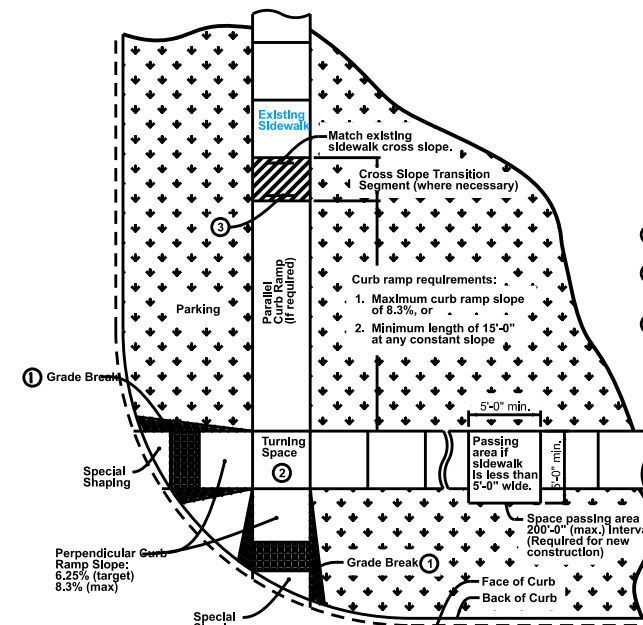
Key	
[Symbol]	Curb Ramp
[Symbol]	Turning Space
[Symbol]	Detectable warning



DETAIL A

- Provide a minimum 2 foot width of detectable warning surfaces in the direction of pedestrian travel across the full width of the curb ramp or turning space, exclusive of curbs or flares.
- Provide a minimum of 6 inches of concrete below the detectable warning panel.
- Minimum 4 feet by 4 feet. Target cross slope of 1.5% with a maximum cross slope of 2.0%.
- If normal sidewalk elevation cannot be achieved with the perpendicular ramp between the street and landing due to limited ramp length, provide a parallel ramp to make up the elevation difference between the landing and the standard sidewalk.
- If crossing gate conflicts with location of detectable warning or if pedestrian crossing gate is provided, place detectable warning panel in advance of the crossing gate.
- Locate front edge of detectable warning panel 12 to 15 feet from centerline of nearest rail. Orient truncated domes parallel to the direction of pedestrian travel.

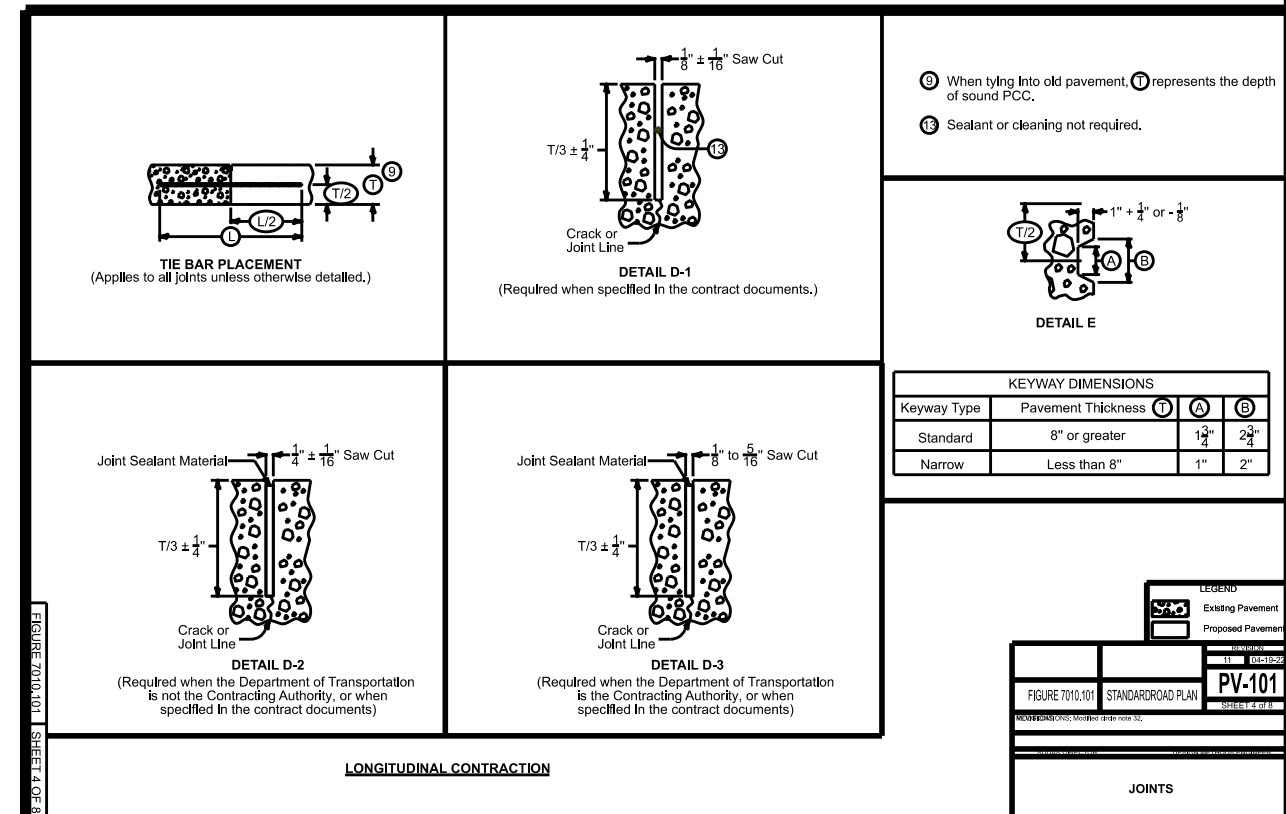
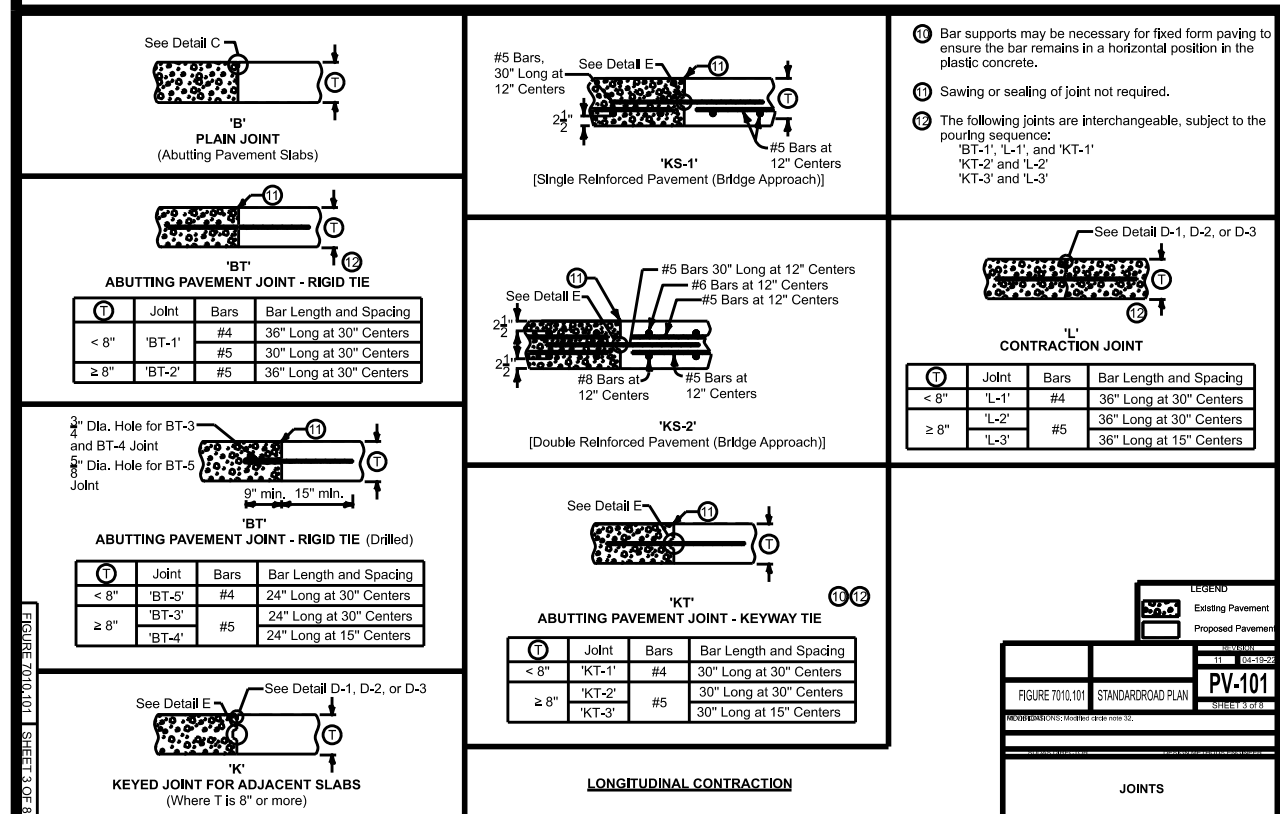
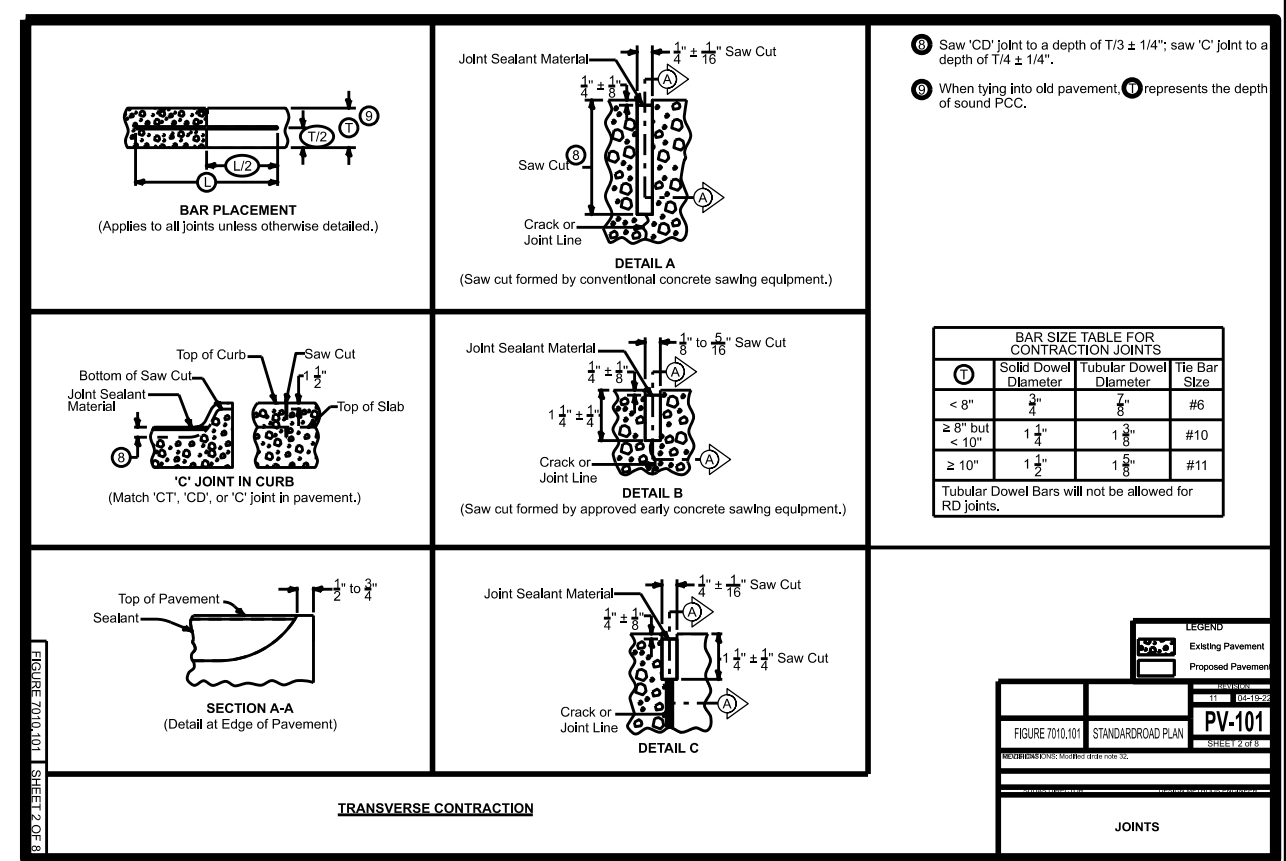
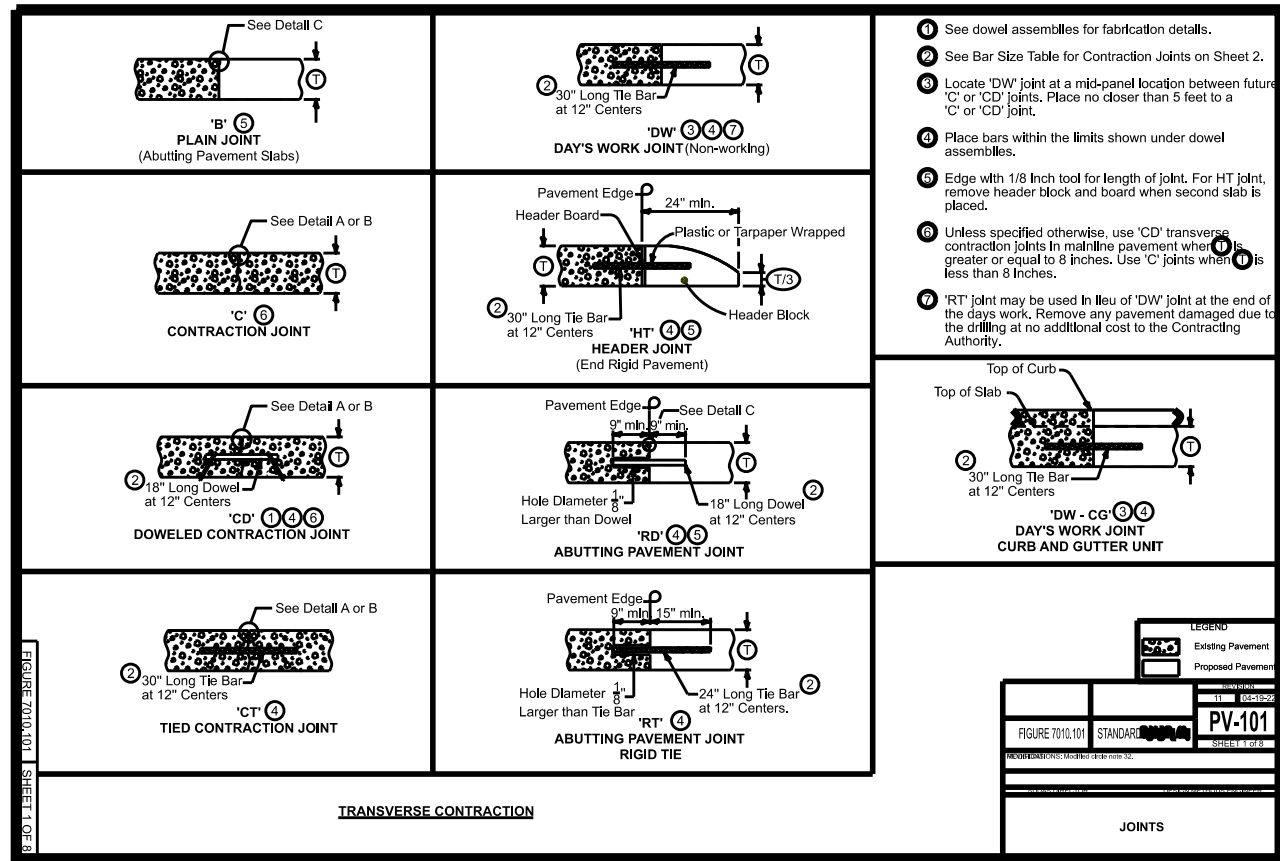
REVISED	DATE	BY
1	10-20-19	7030.205
MODIFIED "NOT TO SCALE"		
FIGURE 7030.205 STANDARD ROAD PLAN		
SHEET 1 OF 1		
GENERAL SIDEWALK AND CURB RAMP DETAILS		

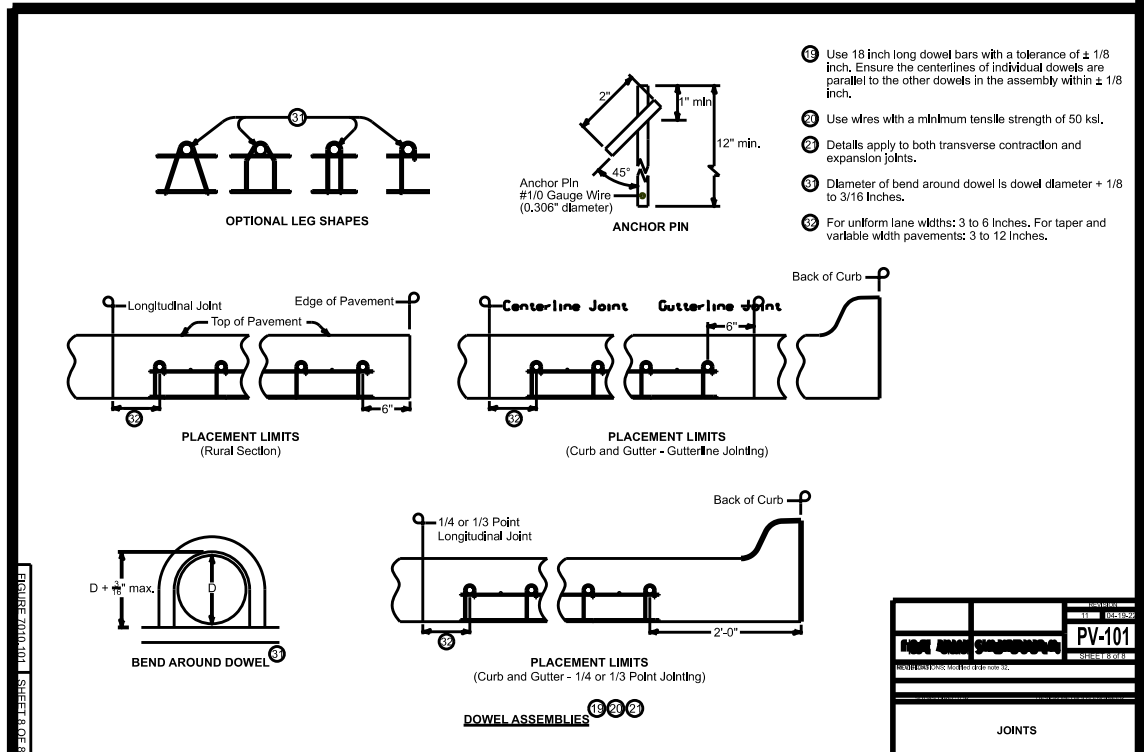
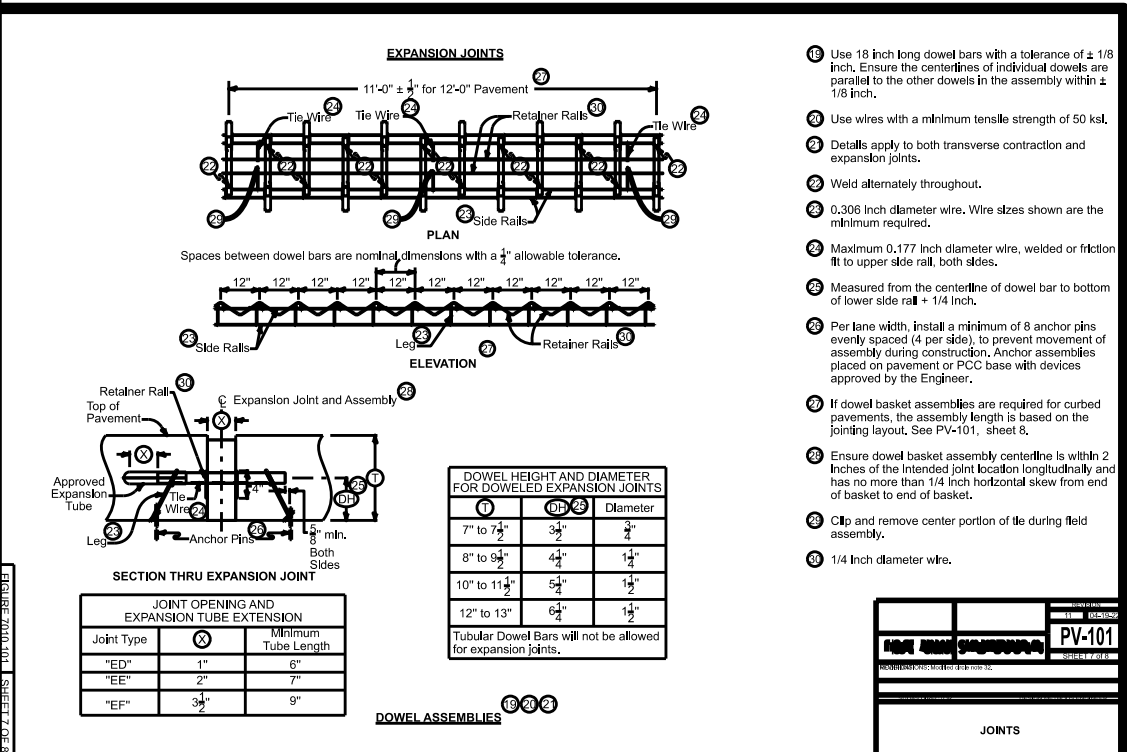
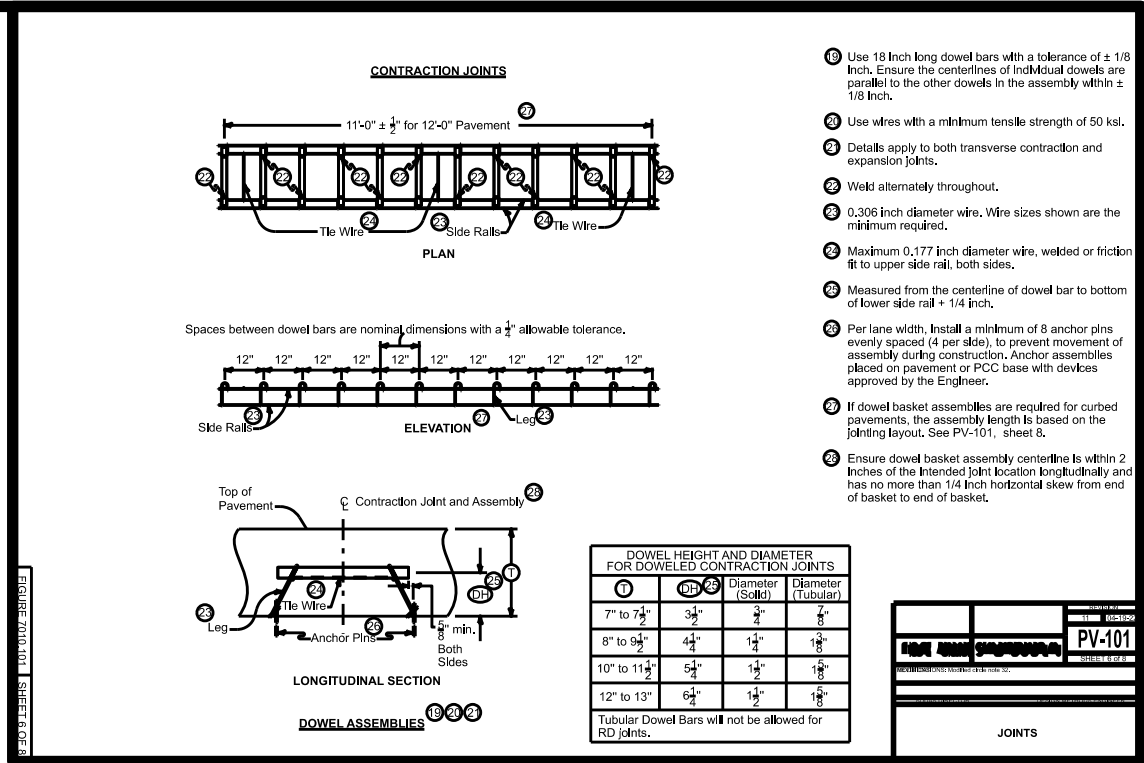
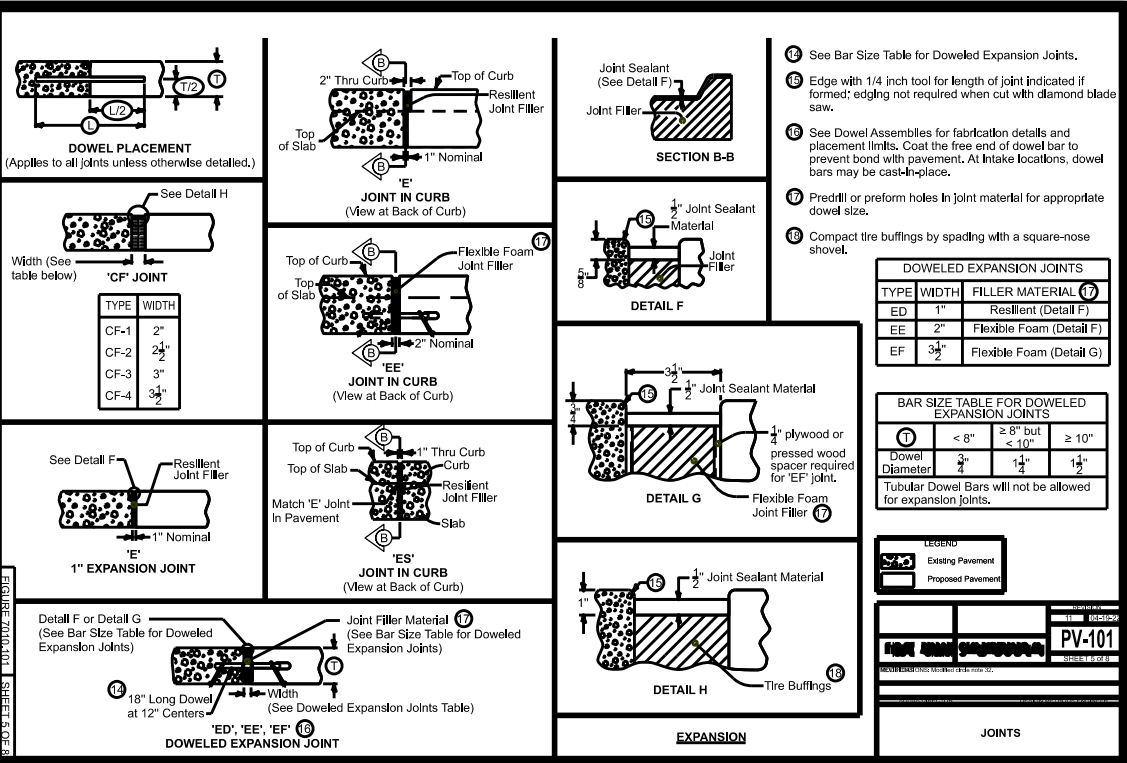


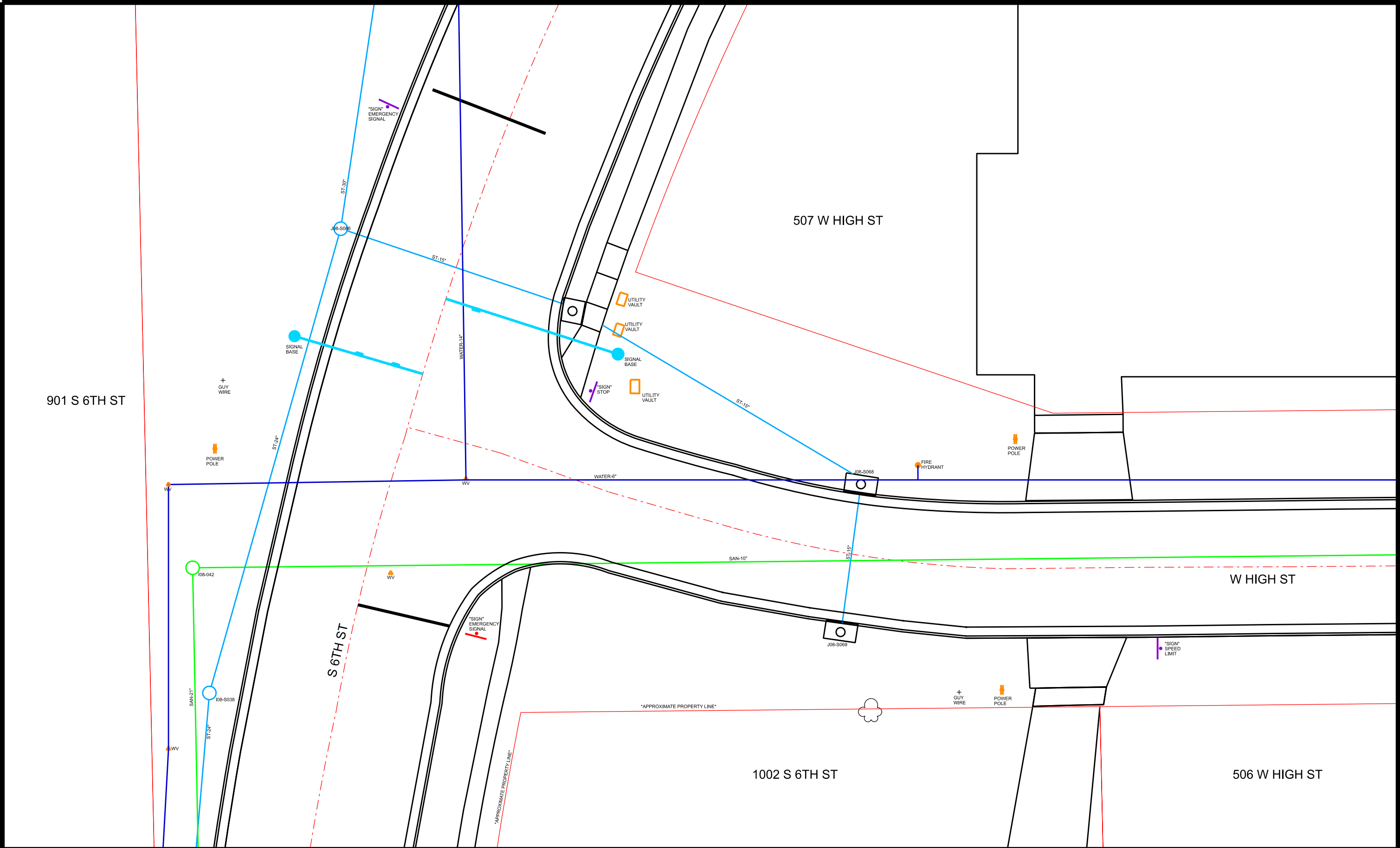
Key	
[Symbol]	Detectable Warning

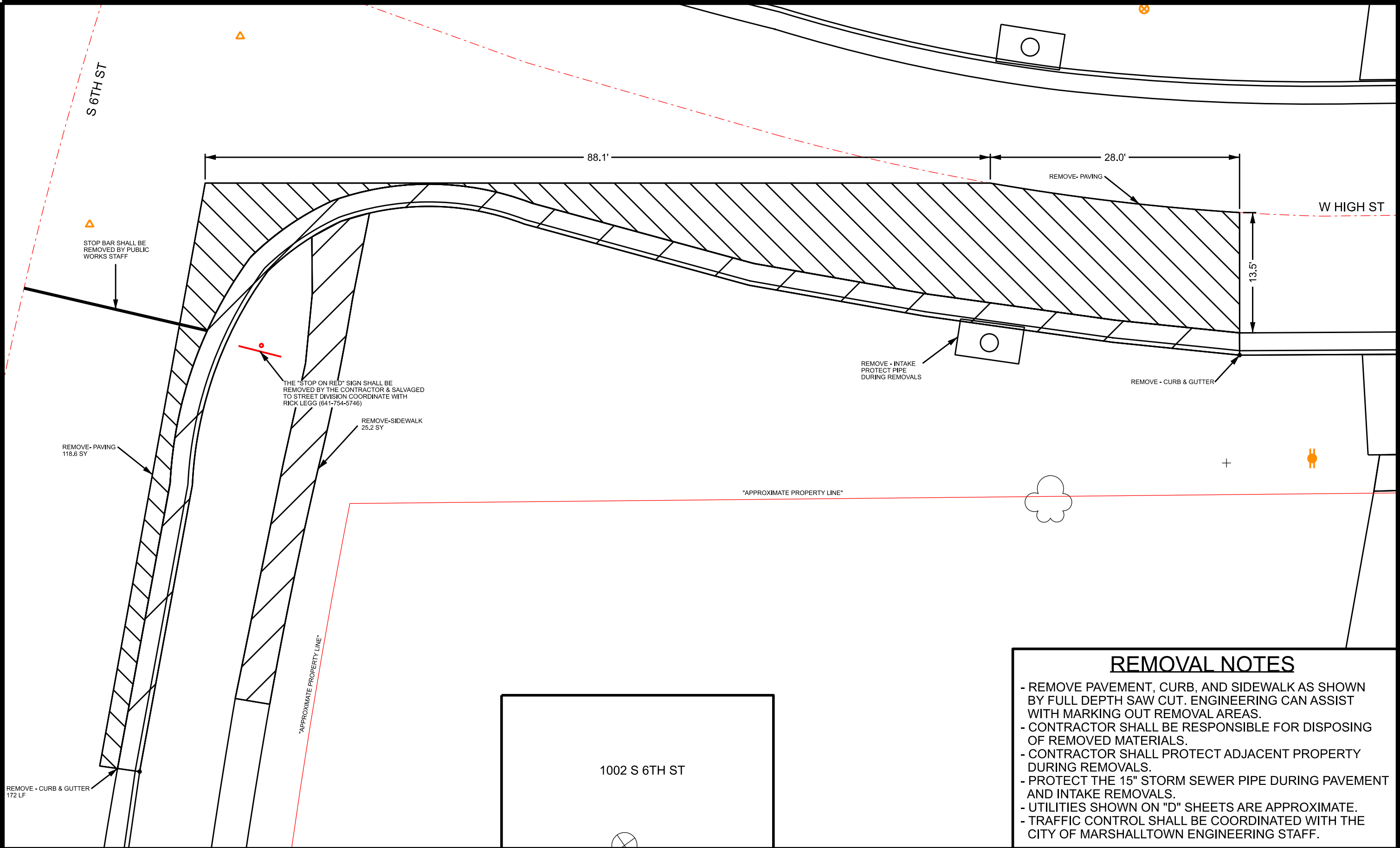
- Match pedestrian street crossing slope, or flatter.
- Minimum 4 feet by 4 feet. Target cross slope of 1.5% with a maximum cross slope of 2.0%.
- Target cross slope of 1.5% with a maximum cross slope of 2.0%.

REVISED	DATE	BY
1	10-20-19	7030.204
MODIFIED "NOT TO SCALE"		
FIGURE 7030.204 STANDARD ROAD PLAN		
SHEET 1 OF 1		
GENERAL FEATURES OF AN ACCESSIBLE SIDEWALK		



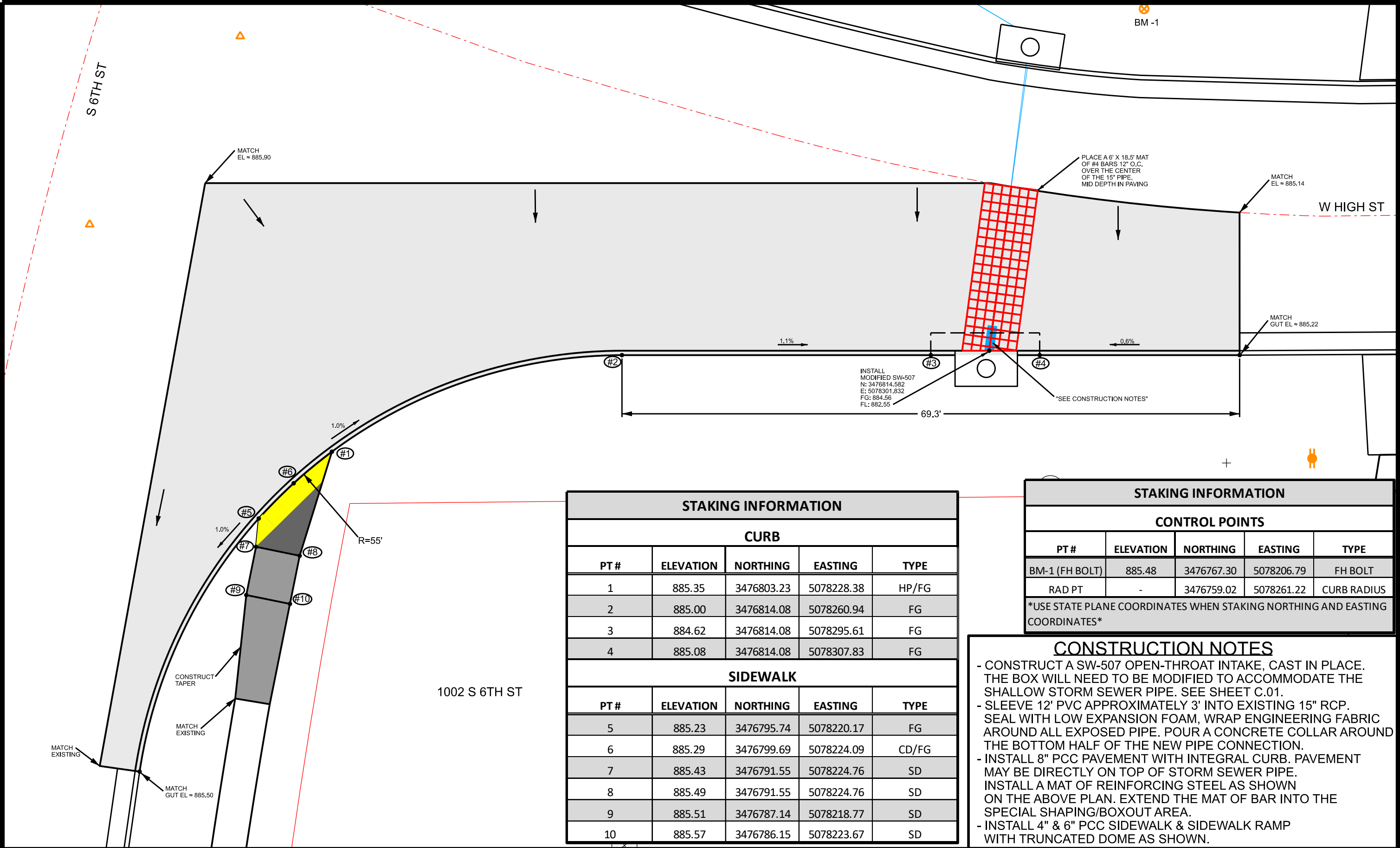






REMOVAL NOTES

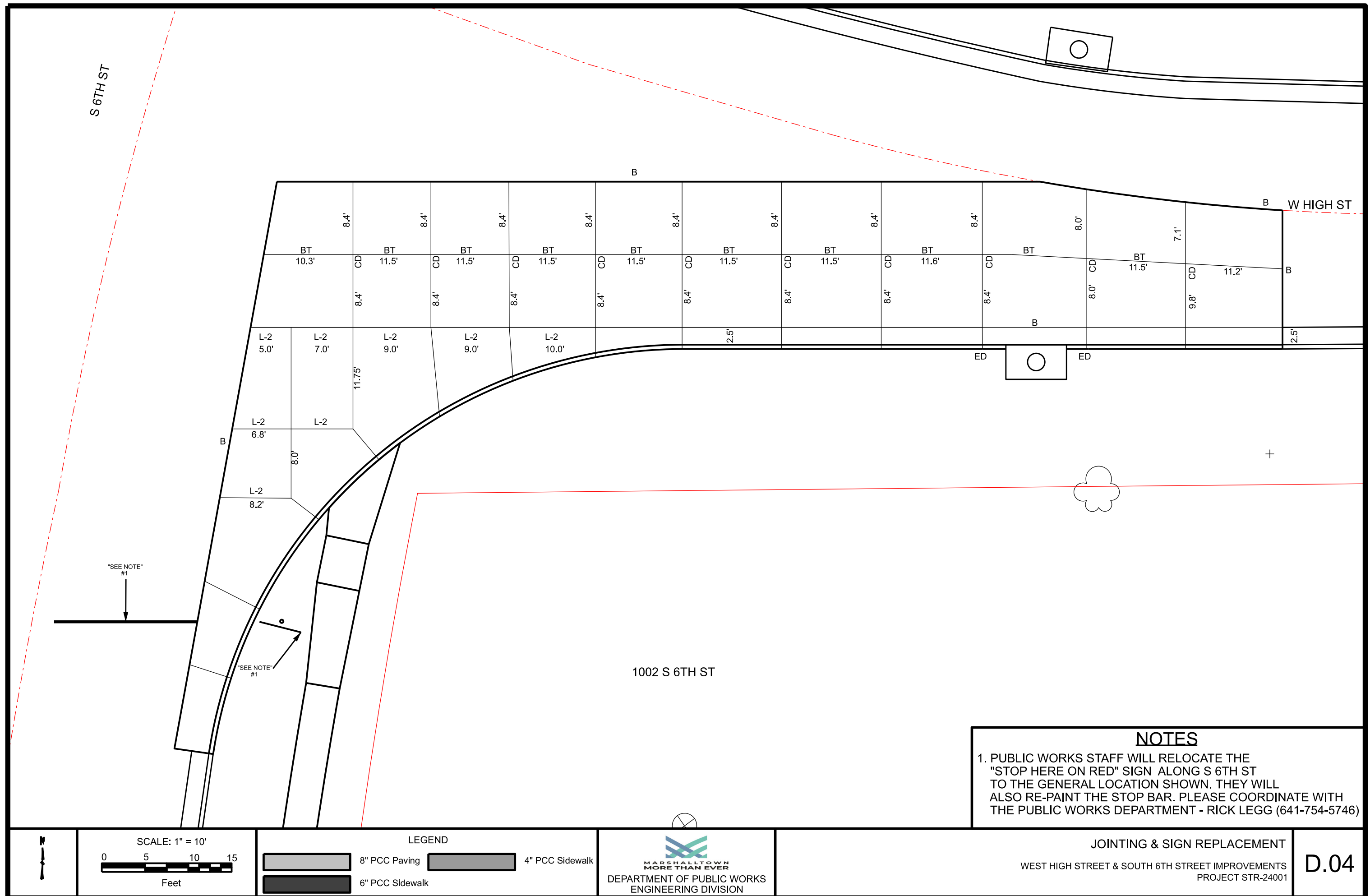
- REMOVE PAVEMENT, CURB, AND SIDEWALK AS SHOWN BY FULL DEPTH SAW CUT. ENGINEERING CAN ASSIST WITH MARKING OUT REMOVAL AREAS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR DISPOSING OF REMOVED MATERIALS.
- CONTRACTOR SHALL PROTECT ADJACENT PROPERTY DURING REMOVALS.
- PROTECT THE 15" STORM SEWER PIPE DURING PAVEMENT AND INTAKE REMOVALS.
- UTILITIES SHOWN ON "D" SHEETS ARE APPROXIMATE.
- TRAFFIC CONTROL SHALL BE COORDINATED WITH THE CITY OF MARSHALLTOWN ENGINEERING STAFF.



STAKING INFORMATION				
CURB				
PT #	ELEVATION	NORTHING	EASTING	TYPE
1	885.35	3476803.23	5078228.38	HP/FG
2	885.00	3476814.08	5078260.94	FG
3	884.62	3476814.08	5078295.61	FG
4	885.08	3476814.08	5078307.83	FG
SIDEWALK				
PT #	ELEVATION	NORTHING	EASTING	TYPE
5	885.23	3476795.74	5078220.17	FG
6	885.29	3476799.69	5078224.09	CD/FG
7	885.43	3476791.55	5078224.76	SD
8	885.49	3476791.55	5078224.76	SD
9	885.51	3476787.14	5078218.77	SD
10	885.57	3476786.15	5078223.67	SD

STAKING INFORMATION				
CONTROL POINTS				
PT #	ELEVATION	NORTHING	EASTING	TYPE
BM-1 (FH BOLT)	885.48	3476767.30	5078206.79	FH BOLT
RAD PT	-	3476759.02	5078261.22	CURB RADIUS
USE STATE PLANE COORDINATES WHEN STAKING NORTHING AND EASTING COORDINATES				

- CONSTRUCTION NOTES**
- CONSTRUCT A SW-507 OPEN-THROAT INTAKE, CAST IN PLACE. THE BOX WILL NEED TO BE MODIFIED TO ACCOMMODATE THE SHALLOW STORM SEWER PIPE. SEE SHEET C.01.
 - SLEEVE 12" PVC APPROXIMATELY 3' INTO EXISTING 15" RCP. SEAL WITH LOW EXPANSION FOAM, WRAP ENGINEERING FABRIC AROUND ALL EXPOSED PIPE. POUR A CONCRETE COLLAR AROUND THE BOTTOM HALF OF THE NEW PIPE CONNECTION.
 - INSTALL 8" PCC PAVEMENT WITH INTEGRAL CURB. PAVEMENT MAY BE DIRECTLY ON TOP OF STORM SEWER PIPE. INSTALL A MAT OF REINFORCING STEEL AS SHOWN ON THE ABOVE PLAN. EXTEND THE MAT OF BAR INTO THE SPECIAL SHAPING/BOXOUT AREA.
 - INSTALL 4" & 6" PCC SIDEWALK & SIDEWALK RAMP WITH TRUNCATED DOME AS SHOWN.



OPINION OF PROBABLE CONSTRUCTION COST

WEST HIGH STREET & SOUTH 6TH STREET INTERSECTION IMPROVEMENTS

STR 24-001

City of Marshalltown, Iowa



MARSHALLTOWN
MORE THAN EVER

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	COST
1	Excavation, Class 13	90	CY	\$ 15.00	\$ 1,350.00
2	Subgrade Preparation, 6"	309.2	SY	\$ 6.00	\$ 1,855.33
3	Subgrade Stabilization, Geogrid (Tri-Ax 160)	309.2	SY	\$ 6.00	\$ 1,855.33
4	Subbase, 8" Modified	130	TON	\$ 60.00	\$ 7,800.00
5	Storm Sewer, Trenched, PVC, SDR26, 12"	7	LF	\$ 120.00	\$ 840.00
6	Intake, Type SW-507 (Modified)	1	EA	\$ 14,000.00	\$ 14,000.00
7	Removal, Intake	1	EA	\$ 1,000.00	\$ 1,000.00
8	Removal, Sidewalk	25.2	SY	\$ 15.00	\$ 378.33
9	Removal, Pavement	118.6	SY	\$ 25.00	\$ 2,963.89
10	Removal, Curb & Gutter	175	LF	\$ 20.00	\$ 3,500.00
11	Pavement, PCC, 8"	309.2	SY	\$ 85.00	\$ 26,283.89
12	Sidewalk, PCC, 6"	45.0	SF	\$ 20.00	\$ 900.00
13	Sidewalk, PCC, 4"	80.0	SF	\$ 18.00	\$ 1,440.00
14	Detectable Warning	20.0	SF	\$ 60.00	\$ 1,200.00
15	Traffic Control	1	LS	\$ 8,000.00	\$ 8,000.00
16	Seeding, Fertilize, and Mulching	1	LS	\$ 1,000.00	\$ 1,000.00
17	Inlet Protection Device	3	EA	\$ 250.00	\$ 750.00
18	Construction Survey	1	LS	\$ 3,000.00	\$ 3,000.00
19	Mobilization	1	LS	\$ 10,783.22	\$ 10,783.22
20	Concrete Washout	1	LS	\$ 2,000.00	\$ 2,000.00
	Totals				\$ 90,900.00
	Contingency				\$ 9,100.00
	Project Total w/Contingency				\$ 100,000.00

**RESOLUTION AUTHORIZING AN AGREEMENT WITH EIDE BAILLY LLP TO
EXTEND AUDIT SERVICES FOR THE CITY OF MARSHALLTOWN FOR THE
FISCAL YEAR ENDING JUNE 30, 2024**

WHEREAS, the City of Marshalltown solicited proposals for auditing services for Fiscal Years 2013-2015 and an agreement with Eide Bailly LLP was approved, and

WHEREAS, the Council on April 11, 2016 approved a 3-year extension of Eide Bailly's contract for Fiscal Years 2016 to 2018 since Finance Staff were implementing new accounting software, and

WHEREAS, the Council on January 28, 2019 approved a 2-year extension for Fiscal Years 2019-2020 due to the extra work involved with FEMA from the tornado; and

WHEREAS, the Council on January 11, 2021 approved a 3-year extension for Fiscal Years 2021-2023 due to the extra work involved with the FEMA derecho; and

WHEREAS, the Finance staff had high turnover the past year and the FY23 audit had to be delayed in completion and it is now time to start the gathering of audit information for FY24 and are requesting a 1-year extension of Eide Bailly's contract for Fiscal Year 2024, and

WHEREAS, Eide Bailly is already familiar with the City's accounting software and tracking of FEMA projects and Finance staff are familiar with the information requested by the auditors; and

WHEREAS, the Council finds this action is in the best interest of the City of Marshalltown, Iowa to now enter into the attached proposed agreement for auditing services.

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

Section 1. The attached proposal submitted by Eide Bailly LLP is hereby approved and accepted by the City of Marshalltown, Iowa.

Section 2. The Mayor and Finance Director are hereby authorized and directed to execute said Audit Services Agreement on behalf of the City of Marshalltown, Iowa.

Section 3. This Agreement shall be considered in full force and effect from and after its signature by all parties, as required.

Passed this 22nd day of July, 2024, and signed this ____ day of July, 2024.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor
ATTEST:

Alicia Hunter, City Clerk

MARSHALLTOWN

I O W A

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

TO: Mayor Greer and City Council
FROM: Diana Steiner, Finance Director
DATE: July 18, 2024,
RE: Extend auditing services

Strategic Plan:

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

Plan Objective: N/A

Recommendation: Staff recommends Council approve the agreement with Eide Bailly for auditing services

Budget Impact: Unknown what the cost would be if put out for bid.

Description/Background: Since the City applies and receives federal funds, the City is required to have an audit. The Council has been understanding with all the unusual conditions we have had over the last 8 years due to implementation of new accounting software and FEMA transactions related to the tornado and derecho. With all the extra workload put on staff for these incidents and the extra documentation needed for FEMA and the reporting of such for the auditors, it was easier to keep the same auditors as they are familiar with our software and we are familiar with their auditing requests.

This past year was when we would have put the audit out for bid, but we had a high turnover in Finance staff, the City Administrator, and the Housing Director which caused a delay in the FY23 audit being completed. Now it is time to start gathering information for the FY24 audit, so it is rather late to put this out for bid and stay on a timeline to issue the FY24 Annual Comprehensive Financial Report by December 31, 2024.

In some cases, many CPA firms and the State Auditors Office have stopped taking on new clients. Fewer accountants are graduating so firms have less staff to hire. It is uncertain if we would even have other auditor bids.

Our contract for auditing the fiscal year ending June 30, 2023 was \$55,600. This includes up to 2 major federal programs. Each additional program, if applicable, would be \$3,400.

Eide Bailly has quoted us \$68,000 for the audit and REAC procedures (HUD Section 8 requirement). This includes up to 2 major federal programs. Each additional program, if applicable, would be \$5,000. Due

CITY COUNCIL

Vacant, Barry Kell, Mike Ladehoff, Mark Mitchell,
Greg Nichols, Jeff Schneider, Gary Thompson



to the market they are having to pay their staff more and our audit has been taking more hours to complete than what they estimated.

CITY COUNCIL

Vacant, Barry Kell, Mike Ladehoff, Mark Mitchell,
Greg Nichols, Jeff Schneider, Gary Thompson





June 28, 2024

Ms. Diana Steiner, Finance Director
City of Marshalltown
24 N. Center Street
Marshalltown, IA 50158

Dear Ms. Steiner:

As requested by your correspondence, I am pleased to submit a bid to continue to perform the audit for the City of Marshalltown. Our fees to perform the financial statement and single audits services, including REAC procedures, would be as follows:

Year ending June 30, 2024	\$	68,000
---------------------------	----	--------

These fees include the audit of up to two major federal programs. The fees for each additional major federal program, if applicable, would be \$5,000.

We have enjoyed working with the City in the past and look forward to continuing the relationship. If you have any questions, feel free to contact me.

Sincerely,

EIDE BAILLY LLP

A handwritten signature in black ink that reads "Brian Unsen".

Brian Unsen, CPA
Partner

ACCEPTED BY THE CITY OF MARSHALLTOWN, IOWA

(Signature)

(Date)

(Title)

What inspires you, inspires us. | eidebailly.com

1545 Associates Dr., Ste. 101 | Dubuque, IA 52002-2299 | T 563.556.1790 | F 563.557.7842 | EOE

**RESOLUTION TO EXTEND THE AGREEMENT FOR BANKING SERVICES WITH
GREAT WESTERN BANK FOR AN ADDITIONAL ONE-YEAR**

WHEREAS, the City of Marshalltown entered into an Agreement for Banking Services with Great Western Bank on September 11, 2019; and

WHEREAS, the current agreement is for a term of five years and staff recommend the extension of the agreement for an additional year; and

WHEREAS, the City Council finds this to be in the best interest of the City.

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

Section 1. That the City of Marshalltown extends the current Agreement for Banking Services with Great Western Bank until September 11, 2025.

Passed this 22nd day of July 2024, and signed this _____ day of July 2024.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

MARSHALLTOWN

— I O W A —

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

TO: Mayor Greer and City Council
FROM: Diana Steiner, Finance Director
DATE: July 18, 2024,
RE: Extend banking services

Strategic Plan:

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

Plan Objective: N/A

Recommendation: Staff recommends Council allow a 3-month extension for banking services

Budget Impact: Unknown what the cost and interest rates would be if put out for bid.

Description/Background: Nearly 5 years ago, the City put a Request For Proposal (RFP) out for banking services. The City was banking with United Bank & Trust and changed to Great Western Bank (now First Interstate Bank). The current agreement was effective from September 11, 2019 to September 10, 2024. Due to high staff turnover in the Finance Department this past year, I was unable to find the time to put a new RFP out.

First Interstate Bank is willing to extend our original terms for 3 more months. Currently we have no fees but are responsible for purchasing our own check stock and deposit slips. We receive 2.25% on our funds.

I will work with our Investment Advisory Committee (formerly all bankers) to create a new RFP to send out over the next few months with an implementation date of December 11, 2024.

CITY COUNCIL

Vacant, Barry Kell, Mike Ladehoff, Mark Mitchell,
Greg Nichols, Jeff Schneider, Gary Thompson



**RESOLUTION AWARDING BANKING SERVICES FOR A PERIOD OF FIVE YEARS
AND COMMENCING NO LATER THAN SEPTEMBER 11, 2019**

WHEREAS the City of Marshalltown currently has a banking agreement with United Bank & Trust which will soon expire; and

WHEREAS proposals have been sought from those institutions listed on the City's current Depository Resolution; and

WHEREAS the City received proposals from 3 banks located in Marshalltown; and

WHEREAS the terms responded to in Great Western Bank's proposal are in the best interest of the City.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Marshalltown, Iowa:

Section 1. That the City of Marshalltown approves and accepts the bid for banking services from Great Western Bank.

Section 2. The Finance Director is hereby authorized and directed to transition banking services from United Bank & Trust to Great Western Bank and execute the banking services agreement for a period of five years commencing no later than September 11, 2019.

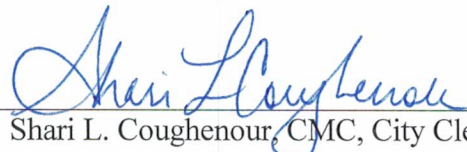
PASSED this 12th day of August, 2019, and signed this 13 day of August, 2019.

CITY OF MARSHALLTOWN, IOWA



Joel T.S. Greer, Mayor

ATTEST:



Shari L. Coughenour, CMC, City Clerk

AGREEMENT FOR BANKING SERVICES

WHEREAS the City of Marshalltown, Iowa, 24 N Center Street, Marshalltown, Iowa (hereinafter the City), desires to enter into an agreement to establish a main local depository and banking services for the following accounts: General Account, Payroll Account, Veterans Memorial Coliseum Account, HUD Admin, HUD HAAP, and other miscellaneous accounts. These accounts and their requirements have been fully identified in a Request for Proposals submitted by the City, and

Great Western Bank, 11 N First Avenue, Marshalltown, Iowa (hereinafter the Bank), has submitted a Proposal in response to the Request for Proposals to the City, which has been reviewed and approved by the City's Finance Department, and

The City and the Bank desire to formalize the Agreement.

IT IS THEREFORE AGREED AS FOLLOWS:

1. The City shall establish the Bank as its depository for banking services for the accounts listed above and such other accounts as the parties may agree upon.
2. This Agreement shall be for a term of five years beginning on September 11, 2019, unless terminated in accordance with the Request for Proposals.
3. The interest rate to be paid by the Bank on said accounts shall be the interest rate as set out in the Proposal submitted by the Bank.
4. There shall be no bank fees charged, except for merchant credit card transactions as outlined in said Proposal.
5. The parties shall comply with all required laws as outlined in the general terms and conditions of said Request for Proposal.
6. The Bank shall provide to the City a certificate of insurance, with the coverages and limits as set out below and shall maintain said coverages at all times during the term of this Agreement. The City shall be named as an additional insured under the liability coverages required herein.
 - a. Comprehensive General Liability – \$1,000,000.00 per occurrence/\$2,000,000 aggregate.
 - b. Professional Liability for Errors and Omissions - \$2,000,000.00.
 - c. Worker's Compensation as required by law.
7. The terms of the Request for Proposals as submitted by the City and the terms of the Proposal as submitted by the Bank, shall govern any issue not specifically addressed in

this Agreement. In the event of any conflict in language, the terms of the Request for Proposal by the City shall govern.

Dated this 13 day of August, 2019.

City of Marshalltown

by Joel Greer
Joel T.S. Greer, Mayor

by _____
Diana Steiner, Finance Director

Attest by
Shari Layton

Great Western Bank

by Jeff L. Mathis
Jeff L. Mathis, Market President

**RESOLUTION APPROVING PRELIMINARY AND FINAL PLAT FOR
FREEDOM HILLS 1ST ADDITION AND ACCEPTING THE DEDICATION**

WHEREAS the Preliminary and Final Plat for Freedom Hills 1st Addition has been filed for review and approval; and

WHEREAS the Plan and Zoning Commission reviewed and recommended approval of the Preliminary and Final Plat and dedication for Freedom Hills 1st Addition at a meeting on June 13, 2024; and

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

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

Section 1. That the Preliminary and Final Plat and dedication for Freedom Hills 1st Addition is hereby approved and accepted as under the conditions as set forth therein.

Passed this 22nd day of July 2024 and signed this _____ day of July 2024.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

MARSHALLTOWN

I O W A

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

TO: Mayor and City Council
FROM: Cindy Kendall
DATE: July 17, 2024
RE: Approval of preliminary and final plat for Freedom Hills First Addition

Strategic Plan:

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

Plan Objective: To support development of underutilized land for the construction of commercial, industrial and/or residential development.

Recommendation: Approval of preliminary and final plat and dedication for Freedom Hills First Addition.

Budget Impact: N/A

Description/Background: The City requires the subdivision process to be completed whenever a parcel is divided or re-divided into 3 or more parcels. The property is currently zoned general commercial (GC) and is proposed to be developed with lots for commercial use and a multifamily with a stormwater retention pond on site. An extension of La Frenz Lane into the development will be required as these parcels mature. This phase of development follows the construction of the Veterans Clinic on an adjacent lot.



CITY COUNCIL

Barry Kell, Mike Ladehoff, Mark Mitchell,
Greg Nichols, Jeff Schneider, Gary Thompson, Vacancy



J:\24MS-0133\dwg\1. Survey\Preliminary Plat\24-MS-1133 Prelim Plat Sheet 1 & 2.dwg - 1 OF 2 - 07-17-24 8:37am - tns246

FREEDOM HILLS 1ST ADDITION

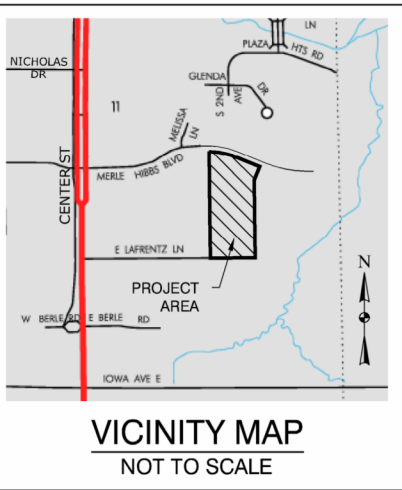
PRELIMINARY PLAT

CITY OF MARSHALLTOWN, MARSHALL COUNTY, IOWA

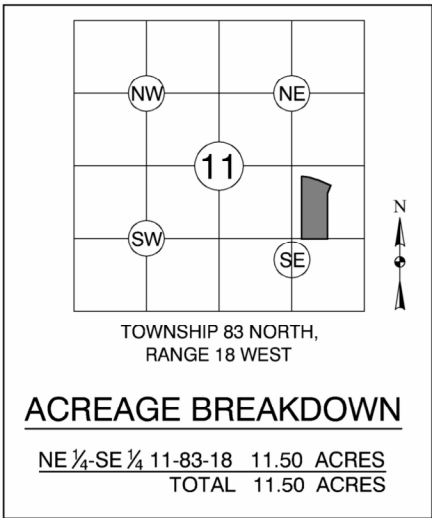
LEGAL DESCRIPTION:

PARCEL "G" LOCATED IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 83 NORTH, RANGE 18 WEST OF THE 5th P.M., MARSHALL COUNTY, IOWA.MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 11, TOWNSHIP 83 NORTH, RANGE 18 WEST OF THE 5TH P.M.; THENCE, N89°20'28"E 174.80' ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 11 TO THE EAST LINE OF THE WEST 175.00' OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 11, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE, N00°48'40"W 466.71' ALONG THE EAST LINE OF THE WEST 175.00' OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 11; THENCE, N00°48'46"W 654.40' CONTINUING ALONG THE EAST LINE OF THE WEST 175.00' OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 11 TO THE SOUTH RIGHT OF WAY LINE OF EAST MERLE HIBBS BOULEVARD; THENCE, SOUTHEASTERLY 289.76' ALONG THE ARC OF A 788.85' RADIUS CURVE, CONCAVE SOUTHWESTERLY, HAVING A CHORD BEARING OF S78°19'37"E AND A CHORD DISTANCE OF 288.13'; THENCE, S67°47'47"E 265.97' ALONG SAID SOUTH RIGHT OF WAY LINE TO THE NORTHWEST CORNER OF A CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL "F" AND RECORDED IN INSTRUMENT NO. 2020-00006293 IN THE OFFICE OF THE RECORDER, MARSHALL COUNTY, IOWA; THENCE, S22°06'10"W 152.52' ALONG THE WEST LINE OF SAID PARCEL "F"; THENCE, S00°49'28"E 343.56' ALONG THE WEST LINE OF SAID PARCEL "F"; THENCE, S00°49'18"E 466.52' ALONG THE WEST LINE OF SAID PARCEL "F" TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 11; THENCE, S89°20'28"W 466.89' ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING, CONTAINING 11.50 ACRES. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.



VICINITY MAP
NOT TO SCALE



OWNERS OF RECORD

RISE M LLC
801 BURNS ST.
HAWLEY, MN 56549

FLOOD ZONE

ZONE X
PANEL # 19127C0170C
EFFECTIVE DATE:
NOVEMBER 16, 2011

ENGINEER

DREW MESSMER, P.E.
LOWRY ENGINEERING
5306 51ST AVE S, SUITE A,
FARGO, ND 58104
(701) 235-0199

SURVEYOR

TRAVIS R. STEWART, P.L.S.
CLAPSADDLE-GARBER
ASSOCIATES
16 E MAIN STREET,
MARSHALLTOWN, IOWA
50158
(641)752-6701

ZONING INFORMATION:

GENERAL COMMERCIAL (GC)

SURVEY REQUESTED BY:

RISE M LLC
801 BURNS ST.
HAWLEY, MN 56549

RESTRICTIONS

(SEE DECLARATION OF RESTRICTIONS AND EASEMENTS)

SETBACK DATA

BUILDING TYPE	FRONT	SIDE (STREET)	SIDE ^{1,2}	REAR ²
PERMITTED NONRESIDENTIAL USES	40'	30'	10'	10'
MULTIPLEX	30'	30'	10'	10'
TOWNHOUSE	30'	30'	5'	10'
APARTMENT	30'	30'	5'	10'

1. Zero feet is the side setback for the shared party wall between townhouse units.
2. For nonresidential uses, applies if adjacent to a residential use or zoning district. 0' for nonresidential uses if adjacent to any other use or zoning district.

LOTS

NUMBER OF LOTS = 5
"A" - LAFRENTZ LANE FUTURE RIGHT-OF WAY
"B" - STORM WATER DETENTION MANAGEMENT

CLOSURE:

SUBDIVISION BOUNDARIES ARE WITHIN THE REQUIRED 1:10,000 ERROR OF CLOSURE
LOTS ARE WITHIN THE REQUIRED 1:5000 ERROR OF CLOSURE

NOTE:

ALL BEARINGS ARE THE RESULT OF G.P.S. OBSERVATIONS USING NAD83 IOWA STATE PLAN NORTH ZONE

LEGEND

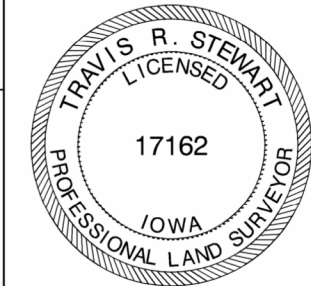
EXISTING	PROPOSED	
—————	—————	PROPERTY LINE
- - - - -	- - - - -	EASEMENT LINE
-----		SECTION/R.O.W. LINE

- ▲ GOVERNMENT CORNER MONUMENT FOUND
- FOUND 3/4" IRON PIN WITH YELLOW CAP # 14775 (UNLESS OTHERWISE NOTED)
- SET 1/2" x 30" REBAR w/ORANGE PLASTIC ID CAP #17162
- (XXX) RECORDED BEARING & DISTANCE

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

Travis R. Stewart 7-16-2024
date

Travis R. Stewart, PLS
Iowa License Number 17162
My License Renewal Date is December 31, 2025
Pages or sheets covered by this seal: SHEETS 1, 2, 3 AND 4



PLANNING & ZONING COMMISSION

MAYOR SIGNATURE

ATTEST



NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE



DESIGNED: _____ DATE: _____
DRAWN: KNW DATE: 07/03/24
CHECKED: _____ DATE: _____
APPROVED: TRS DATE: _____

FREEDOM HILLS 1ST ADDITION
MARSHALLTOWN, IOWA

PRELIMINARY PLAT
TITLE SHEET

PROJECT NO.
24-MS-0133
SHEET NO.
1 OF 4

FREEDOM HILLS 1ST ADDITION
PRELIMINARY PLAT
CITY OF MARSHALLTOWN, MARSHALL COUNTY, IOWA

LEGEND

EXISTING

PROPOSED

PROPERTY LINE

EASEMENT LINE

SECTION/R.O.W. LINE

▲ GOVERNMENT CORNER MONUMENT FOUND

FOUND 3/4" IRON PIN WITH YELLOW CAP
14775 (UNLESS OTHERWISE NOTED)

SET 1/2" x 30" REBAR w/ORANGE PLASTIC
ID CAP #17162

(XXX) RECORDED BEARING & DISTANCE

VIEJO BLUFFS FIRST
ADDITION
INSTR #2021-0003369

OWNER:
IOWA RIVER HOSPICE INC.

FND 1/2" BEBAR
w/ OPC #23252

FND 1/2" BEBAR
w/ OPC #23252
S00°44'46"

NW CORNER
NE 1/4 SE 1/4
SECTION 11-83-18
FND CONCRETE
MONUMENT W/ IRON PIN

LOT 5

— FND 1/2" REBAR w/ OPC #7037

GRAPHIC SCALE

0 50' 100' 150'

NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE

CGA Clapsaddle-Garber Associates, Inc.
16 East Main Street
Marshalltown, Iowa 50158
Ph 641 762 6701
www.cgaconsultants.com

DESIGNED: _____ DATE: _____
DRAWN: KNW DATE: 07/03/24
CHECKED: _____ DATE: _____
APPROVED: TRS DATE: _____

FREEDOM HILLS 1ST ADDITION

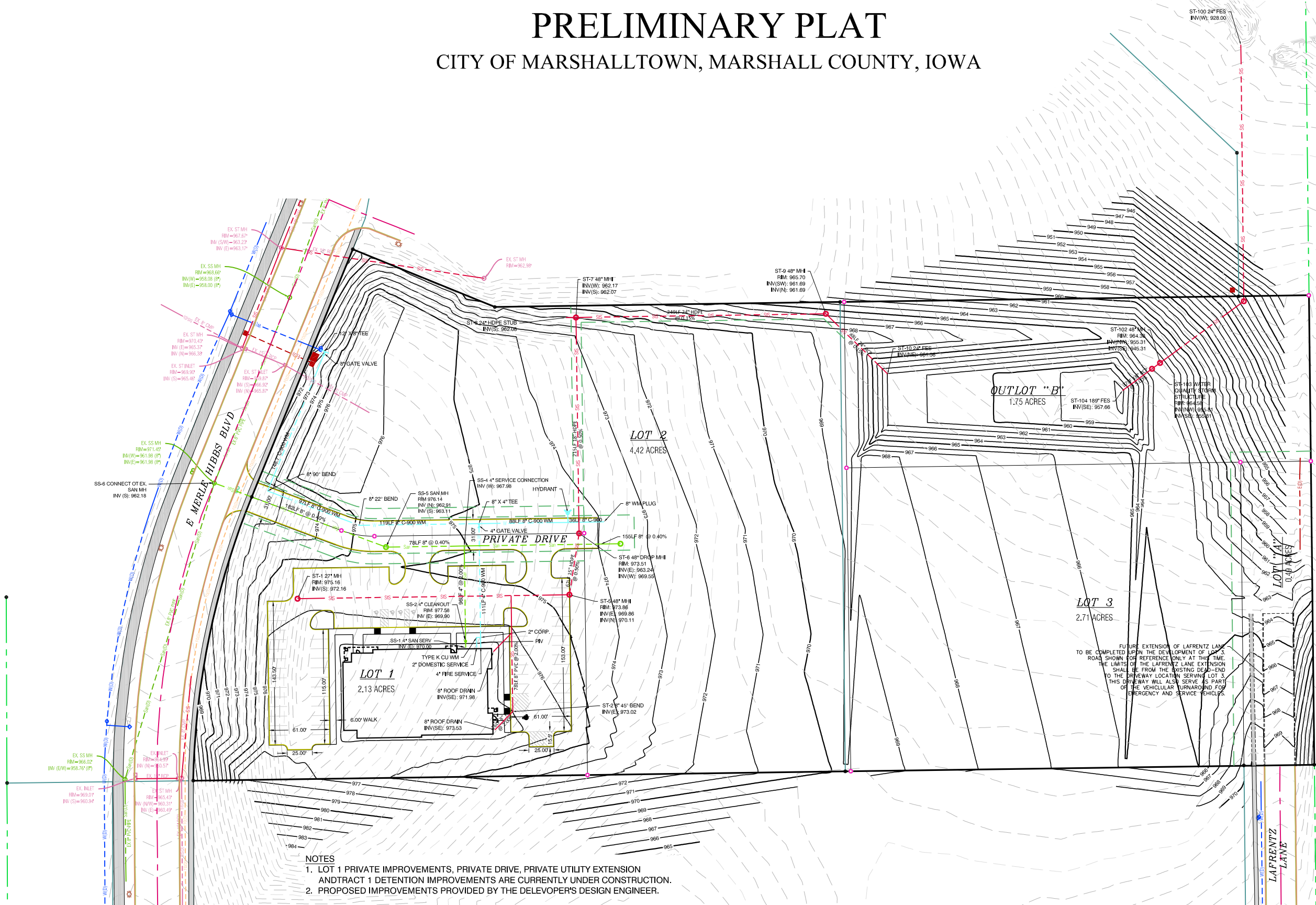
PRELIMINARY PLAT
PROPOSED BOUNDARY

PROJECT NO.
24-MS-0133

SHEET NO.
2 OF 4

11-24-MS-0133(dwg) Survey Preliminary Plat sheet 1 & 2 dwg - 20F 2 - 07-17-24 - 8:38am - lrs246

FREEDOM HILLS 1ST ADDITION
PRELIMINARY PLAT
CITY OF MARSHALLTOWN, MARSHALL COUNTY, IOWA



LEGEND

EXISTING	PROPOSED	SECTION/R.O.W. LINE
---	---	BOUNDARY LINE
---	---	PROPERTY LINE
---	---	EASEMENT LINE
---	---	SETBACK LINE
---	---	FOUND 3/4" IRON PIN WITH YELLOW CAP #14775 (UNLESS OTHERWISE NOTED)
---	---	SET 1/2" REBAR WITH ORANGE CAP #17162
---	---	FENCE
---	---	CONTOUR LINE
---	---	WATERLINE
---	---	WATER HYDRANT
---	---	WATER VALVE
---	---	SANITARY SEWER LINE
---	---	STORM SEWER LINE
---	---	MANHOLE
---	---	INTAKE
---	---	GAS LINE
---	---	BURIED ELECTRICAL LINE
---	---	STREET LIGHT
---	---	ELECTRICAL BOX/TRANSFORMER
---	---	FIBER OPTICS LINE
---	---	TELEPHONE OR COMM LINE
---	---	TELEPHONE OR COMM PEDESTAL

- NOTES**
- LOT 1 PRIVATE IMPROVEMENTS, PRIVATE DRIVE, PRIVATE UTILITY EXTENSION AND TRACT 1 DETENTION IMPROVEMENTS ARE CURRENTLY UNDER CONSTRUCTION.
 - PROPOSED IMPROVEMENTS PROVIDED BY THE DEVELOPER'S DESIGN ENGINEER.



NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE

CGA Clapsdill-Garber Associates, Inc.
16 East Main Street
Marshalltown, Iowa 50158
Ph 641-752-6701
www.cgaconsultants.com

DESIGNED: _____ DATE: _____
DRAWN: KNN DATE: 06/07/2024
CHECKED: _____
APPROVED: IRS DATE: _____

FREEDOM HILLS 1ST ADDITION
MARSHALLTOWN, IOWA

PRELIMINARY PLAT
PROPOSED IMPROVEMENTS

PROJECT NO. 24-MS-0133
SHEET NO. 4 OF 4

J:\24-MS-0133\dwg\1 - Survey\Final Plat\24-MS-0133 Final Plat.dwg - 1 of 2 - 07-15-24 - 3:21pm - KWestley

FREEDOM HILLS 1ST ADDITION

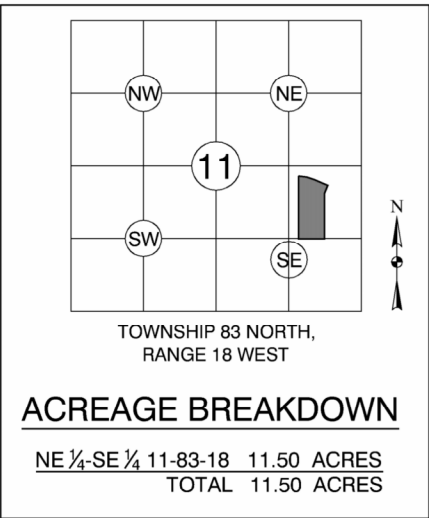
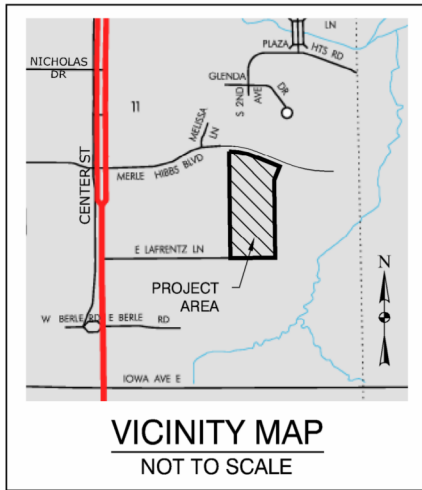
FINAL PLAT

CITY OF MARSHALLTOWN, MARSHALL COUNTY, IOWA

LEGAL DESCRIPTION:

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OWNERS OF RECORD

RISE M LLC
801 BURNS ST.
HAWLEY, MN 56549

FLOOD ZONE

ZONE X
PANEL # 19127C0170C
EFFECTIVE DATE:
NOVEMBER 16, 2011

ENGINEER

DREW MESSMER, P.E.
LOWRY ENGINEERING
5306 51ST AVE S, SUITE A,
FARGO, ND 58104
(701) 235-0199

SURVEYOR

TRAVIS R. STEWART, P.L.S.
CLAPSADDLE-GARBER
ASSOCIATES
16 E MAIN STREET,
MARSHALLTOWN, IOWA
50158
(641)752-6701

ZONING INFORMATION:

GENERAL COMMERCIAL (GC)

SURVEY REQUESTED BY:

RISE M LLC
801 BURNS ST.
HAWLEY, MN 56549

RESTRICTIONS

(SEE DECLARATION OF RESTRICTIONS AND EASEMENTS)

SETBACK DATA

BUILDING TYPE	FRONT	SIDE (STREET)	SIDE ^{1,2}	REAR ²
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LOTS

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"A" - LAFRENTZ LANE FUTURE RIGHT-OF WAY
"B" - STORM WATER DETENTION MANAGEMENT

CLOSURE:

SUBDIVISION BOUNDARIES ARE WITHIN THE REQUIRED 1:10,000 ERROR OF CLOSURE
LOTS ARE WITHIN THE REQUIRED 1:5000 ERROR OF CLOSURE

NOTE:

ALL BEARINGS ARE THE RESULT OF G.P.S. OBSERVATIONS
USING NAD83 IOWA STATE PLAN NORTH ZONE

LEGEND

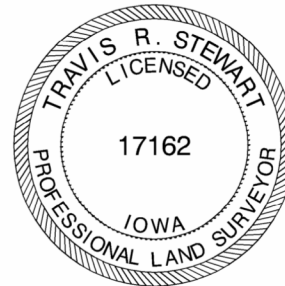
EXISTING	PROPOSED	
—————	—————	PROPERTY LINE
- - - - -	- - - - -	EASEMENT LINE
-----		SECTION/R.O.W. LINE

- ▲ GOVERNMENT CORNER MONUMENT FOUND
- FOUND 3/4" IRON PIN WITH YELLOW CAP # 14775 (UNLESS OTHERWISE NOTED)
- SET 1/2" x 30" REBAR w/ORANGE PLASTIC ID CAP #17162
- (XXX) RECORDED BEARING & DISTANCE

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

Travis R. Stewart 7-16-2024
date

Travis R. Stewart, PLS
Iowa License Number 17162
My License Renewal Date is December 31, 2025
Pages or sheets covered by this seal: SHEETS 1 AND 2



PLANNING & ZONING COMMISSION

MAYOR SIGNATURE

ATTEST



NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE



DESIGNED: _____ DATE: _____
DRAWN: *KNW* DATE: 07/15/24
CHECKED: _____ DATE: _____
APPROVED: *TRS* DATE: _____

FREEDOM HILLS 1ST ADDITION
MARSHALLTOWN, IOWA

FINAL PLAT

PROJECT NO.
24-MS-0133
SHEET NO.
1 OF 2

LEGEND

EXISTING PROPOSED

PROPERTY LINE

EASEMENT LINE

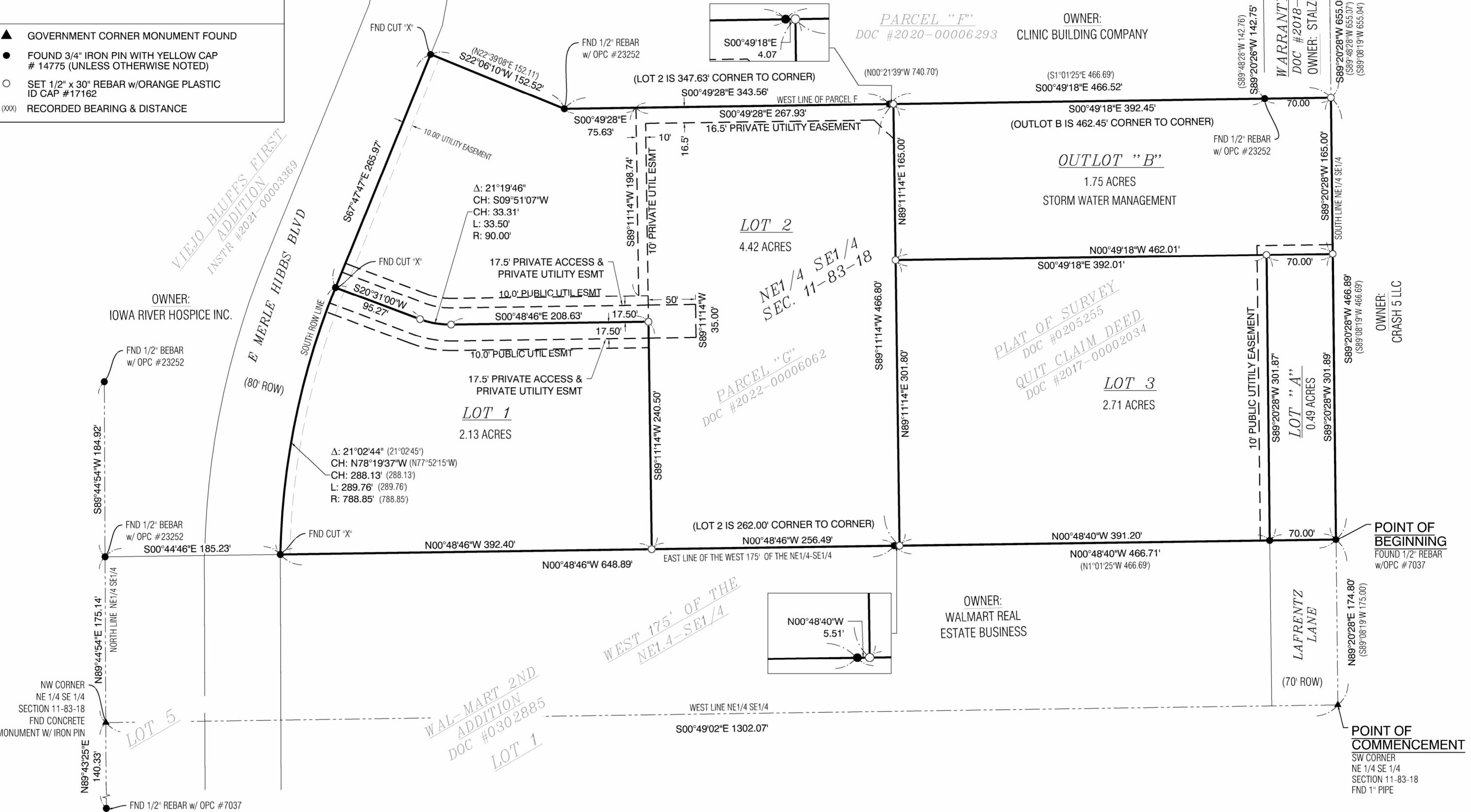
SECTION/R.O.W. LINE

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- (XXX) RECORDED BEARING & DISTANCE

FREEDOM HILLS 1ST ADDITION

FINAL PLAT

CITY OF MARSHALLTOWN, MARSHALL COUNTY, IOWA



**Prepared by & Return To: RISE M, LLC
801 Burns St.
Hawley, MN 56549**

**ACKNOWLEDGEMENT OF CONSENT AND DEDICATION
OF FINAL PLAT OF FREEDOM HILLS 1ST ADDITION**

Know all by these presents:

That RISE M, LLC, a Minnesota limited liability company, is lawfully seized of the premises described as follows:

FREEDOM HILLS 1ST ADDITION, located in the Northeast Quarter of the Southeast Quarter of Section 11, Township 83 North, Range 18 West of the 5th P.M., Marshall County, Iowa, being more particularly described as follows:

Survey Description - FREEDOM HILLS 1ST ADDITION TO MARSHALLTOWN:

PARCEL "G" LOCATED IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 83 NORTH, RANGE 18 WEST OF THE 5th P.M., MARSHALL COUNTY, IOWA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 11, TOWNSHIP 83 NORTH, RANGE 18 WEST OF THE 5TH P.M.; THENCE, N89°20'28"E 174.80' ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 11 TO THE EAST LINE OF THE WEST 175.00' OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 11, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE, N00°48'40"W 466.71' ALONG THE EAST LINE OF THE WEST 175.00' OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 11; THENCE, N00°48'46"W 648.89' CONTINUING ALONG THE EAST LINE OF THE WEST 175.00' OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 11 TO THE SOUTH RIGHT OF WAY LINE OF EAST MERLE HIBBS BOULEVARD; THENCE, SOUTHEASTERLY 289.76' ALONG THE ARC OF A 788.85' RADIUS CURVE, CONCAVE SOUTHWESTERLY, HAVING A CHORD BEARING OF S78°19'37"E AND A CHORD DISTANCE OF 288.13'; THENCE, S67°47'47"E 265.97' ALONG SAID SOUTH RIGHT OF WAY LINE TO THE NORTHWEST CORNER OF A CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL "F" AND RECORDED IN INSTRUMENT NO. 2020-00006293 IN THE OFFICE OF THE RECORDER, MARSHALL COUNTY, IOWA; THENCE, S22°06'10"W 152.52' ALONG THE WEST LINE OF SAID PARCEL "F"; THENCE, S00°49'28"E 343.56' ALONG THE WEST LINE OF SAID PARCEL "F"; THENCE, S00°49'18"E 466.52' ALONG THE WEST LINE OF SAID PARCEL "F" TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 11; THENCE, S89°20'28"W 466.89' ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING, CONTAINING 11.50 ACRES. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

Eric Card, as Manager of said limited liability company, certifies that the accompanying Preliminary Plat and Final Plat of the above described real estate, to be known as Freedom Hills 1st Addition to Marshalltown,

Marshall County, Iowa is with the free consent and accordance with the desire of said limited liability company.

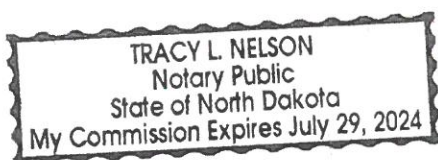
Dated: 15 July 2024

RISE M, LLC

By: [Signature]

Eric Card, Manager

Subscribed and sworn to before me in Cass County, North Dakota by Eric Card,
the Manager of RISE M, LLC, this 15th day of July, 2024.



[Signature]
Notary Public

Declaration of Restrictions and Easements

WHEREAS, RISE M, LLC, a Minnesota limited liability company whose address is 801 Burns St., Hawley, MN 56549 (“Owner”) is the owner of the following real estate located in Marshall County, Iowa (collectively, the “Property”):

Lots A and B, Freedom Hills 1st Addition to Marshalltown, AND

Lots 1-3, Freedom Hills 1st Addition to Marshalltown.

(Lots 1-3 sometimes referred to generally as “Lot” or “Lots.”)

WHEREAS, Owner intends to sell and transfer Lots A and B and/or one or more of the Lots comprising the Property; and

WHEREAS, Owner desires to create and retain easement areas and restrictions as further described herein and as depicted in the attached Exhibit A (“Plat”).

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES SET OUT HEREIN, IT IS HEREBY AGREED AS FOLLOWS:

1. Owner’s Authority. Unless and until Owner sells and conveys each of Lots 1-3 to a third-party purchaser, Owner shall have sole authority to enforce any of the terms of this Agreement. Upon the sale of the third and final Lot, then each of the owners of Lots 1-3 and Lot B shall have authority to enforce any of the terms of this Agreement or amend its terms upon written approval of the owners of Lots 1-3 and Lot B. Owner intends to replat Lot 2 into three (3) additional lots.
2. Dedication of Lot A. Prior to occupancy of any permitted building improvements to Lot 3, Owner or transferee shall install public street infrastructure and dedicate Lot A to the City of Marshalltown, as depicted in the Plat.

3. Non Severability. Lot B and Lot 3 shall not be sold separately from the other without first obtaining approval from Marshall County. Owner is filing an Affidavit of Non Severability pertaining to Lot B and Lot 3.
4. Grant of Reciprocal Easements Located Within Lots 1 and 2. Owner hereby grants reciprocal easements among Lots 1-2 as follows:
 - a. *Surface Access.* Each of Lots 1-2 are hereby granted a reciprocal, non-exclusive, appurtenant and permanent easement over, upon, and across the portions of the Property within Lots 1 and 2 depicted in the Plat and labeled “17.5’ Private Access & Private Utility Easement”, “10’ Public Utility Easement”, “16.5’ Private Utility Easement” and “10’ Private Utility Easement” (referred to generally as “Easement Area”), together with the right of reasonable access to the each Easement Area to exercise the rights granted herein, subject to the terms of this Agreement.
 - b. *Purpose.* The purpose of the easements granted in this Section 4 are for i) access across and maintenance of private drive built within the Private Access Easement and ii) placement, improvement, construction, repair, maintenance, use and operation of a concrete sewer and water systems as well as installing ordinary utilities to serve Lots 1 and 2, together with such inlet and outlet pipes, and related structures and other devices and equipment reasonably necessary, and as reasonably required by the City of Marshalltown.
 - c. *Private Access and Utility Easement Maintenance Costs.*
 - i. Private Access Costs shared. The owners of Lots 1-2 shall pay when due all of the following costs related to Private Access Easement and the private drive built upon it: snow removal, maintenance and repairs (“Road Costs”). Owners of Lots 1-2 shall pay and be responsible for Road Costs, 25% to Lot 1 and 75% to Lot 2.
 - ii. Utility Costs Shared. The owners of Lots 1-2 shall pay when due all costs related to maintenance, repair, and operation of the underground utilities installed in Easement Area (“Utility Costs”); provided, however, any costs incurred as a result of negligence, poor workmanship, and/or any costs related to the initial installation and construction of underground utilities on any of the Lots shall be paid by the party responsible for such costs (i.e, the negligent party or the Lot owner constructing new improvements on the owner’s Lot). Owners of Lots 1-2 shall pay and be responsible for Utility Costs, 25% to Lot 1 and 75% to Lot 2.

5. Grant of Public Utility Easement Within Lot 3 and Lot B. Owner hereby grants a reciprocal, non-exclusive, appurtenant and permanent Public Utility Easement granted over, upon, and across that portion of the Property within Lots 3 and Lot B depicted in the Plat and labeled “10’ Public Utility Easement” (referred to generally as “Public Utility Easement”), together with the right of reasonable access to the Public Utility Easement to exercise the rights granted herein, subject to the terms of this Agreement.
- a. *Purpose.* The purpose of the easement granted in this Section 5 is for placement, improvement, construction, repair, maintenance, and use of ordinary underground utilities to serve Lot 3, Lot A and Lot B.
6. Dedication of Public Utility Easements. Owner hereby grants to the City of Marshalltown for public use, the easement areas depicted in the Plat and labeled “10’ Public Utility Easement” subject to the terms of this Section and all other terms and provisions of this Agreement.
- a. *Right of Access.* The Grantee shall have the right to access the easement area at all reasonable times for the purposes described herein, including, but not limited to, the right to bring in necessary equipment and vehicles.
- b. *Maintenance and Repair.* The Grantee shall be responsible for the maintenance and repair of the public utilities located within the easement area.
- c. *Interference Prohibited.* The Grantor shall use best efforts to not erect, place, or permit any structure or obstruction within the easement area that may interfere with the Grantee's use of the easement other than required landscaping and driveway access.
- d. *Restoration.* Upon completion of any construction, maintenance, or repairs, the Grantee shall restore the easement area and the private drive within the Private Access Easement to as near its original condition as reasonably possible.
7. Grant of Pond Easement. Each of Lots 1-3 are hereby granted a reciprocal, non-exclusive, appurtenant and permanent easement over, upon, and across that portion of the Property depicted in the Plat as “Storm Sewer Line,” together with the right of reasonable access to the each Easement Area to exercise the rights granted herein, subject to the terms of this Agreement.
- a. *Purpose.* The purpose of the easement granted in this Section 6 is for the placement, improvement, construction, repair, maintenance, use and operation of a

concrete sewer and water systems to serve each of the Lots and Lot B, together with such inlet and outlet pipes, and related structures and other devices and equipment reasonably necessary to construct a stormwater detention pond system ("Pond"), and as reasonably required by the City of Marshalltown.

b. *Detention Pond Maintenance Costs.*

- i. **Costs Shared.** The owners of Lots 1-3 shall pay when due all of the following costs related to the Pond and Lot B: lawncare and groundskeeping to keep Lot B and the Pond in a neat and orderly condition that is aesthetically similar to the condition of Lots 1-3; snow removal, if needed; maintenance and repair of the liner/impermeable membrane components of the Pond; maintenance and repair of any lines or pipes that are integrated into the operation of the Pond; all property taxes and/or special assessments levied against Lot B; and all other costs incurred in the maintenance, operation, and/or ownership of the Pond and Lot B ("Costs").
- ii. **Proportional Share.** Each of Lots 1-3 shall pay and be responsible for the percentage of the Costs shown in the table below (calculated by dividing the total square feet of each lot by the total square feet of all of Lots 1-3):

Lot Number	Percentage of Costs
1	23.0%
2	47.7%
3	29.3%

8. Maintenance Dispute.

- a. If, in the opinion of a majority of the Lot owners and Lot B (with each Lot being given one vote, even if more than one Lot is owned by the same party), any Lot owner fails to maintain the Easement Area or the Pond in accordance with this Agreement, then a majority of the Lot owners may together deliver to written notice of such failure after which the noncomplying owner shall have twenty (20) days to correct and restore the Easement Area or Pond to a well-maintained, safe, clean and attractive condition to the satisfaction of a majority of the Lot owners; provided, however, in cases involving any emergency scenarios where delay is likely to cause harm or deterioration of a portion of the Property, the notice provision provided herein shall be reduced from twenty (20) days to two (2) days.

- b. In the event the noncomplying owner fails to take the action required to restore and maintain the Easement Area or Pond, the Lot owners, upon written approval of a majority of the Lot owners, shall have the right, but not the obligation, to take such action as may be reasonably required to restore and maintain the Easement Area and Pond, and the noncomplying owner shall be liable for the cost of all such actions. In the event that the noncomplying owner fails to reimburse the party that paid such costs within fifteen (15) days of demand for payment, such costs shall become a lien against the Lot of the noncomplying owner.
9. No Obstruction. No fence, wall, or other barrier, permanent or temporary, that would unreasonably prevent or obstruct the use, operation, and maintenance of the Pond shall be erected or permitted on or in the Easement Area.
10. Inconsistent Grants. The parties, and their successors and assigns, shall not hereafter grant to any other party any rights or interests in, nor do anything that would materially interfere with the easements granted herein; provided, however, the parties specifically acknowledge and agree that this Agreement is subject to any and all existing easements, reservations, restrictions, and the like of record or which would be disclosed by a comprehensive inspection or survey of the Property.
11. Indemnification. The parties who benefit from the easements herein granted shall indemnify and hold the burdened parties harmless from and against any damages, injuries, claims, suits, liabilities, costs, expenses or the like, including, without limitation reasonable attorney's fees and costs (whether or not any legal proceedings are commenced) arising out of or in any way related to the benefited party's use of a burden party's portion of the Easement Area or Pond by the benefited party's agents, employees, guests, invitees, contractors or the like.

Owner shall be solely responsible for the means and methods of the initial installation/construction work in constructing the Pond. Owner and its agents and contractors shall be solely responsible for the safety of persons and property during the installation/construction process and shall indemnify and hold the Lot owners harmless from any and all liability, including attorney's fees in connection therewith, unless caused by the negligence of Owner or its employees, agents, or contractors.

12. Enforcement.

- a. *Enforcement/Injunctive Relief*. In the event of any violation by any owner in the performance of any of the terms, covenants and conditions provided herein, the

other owners shall have, in addition to the right to collect reimbursement, the right to enjoin such violation or threatened violation in a court of competent jurisdiction.

- b. *Notice of Default.* An owner will not be in default under this Agreement unless such owner shall have been served with a written notice specifying the default and shall fail to cure such default within twenty (20) days after receipt of such notice, or shall fail to commence to cure such default within such period of time if the default cannot be cured within the said twenty (20) day period, and thereafter, to proceed diligently to cure the default.
 - c. *Effect of Breach.* No breach of this Agreement shall entitle any owner to cancel, rescind, suspend usage of any easement, or otherwise terminate this Agreement, but this limitation shall not affect, in any manner, any other rights or remedies which the parties may have by reason of any breach of this Agreement.
 - d. *Notice Address.* Notices shall be sent to the owner's tax address on record with Marshall County or the City of Marshalltown.
13. Waiver. No waiver of any breach of the easement or of any rights, obligations, covenants or provisions herein contained shall be construed as, or constitute, a waiver of any breach or a waiver, acquiescence in or consent to any further or succeeding breach of the same or any other such easements, rights, obligations, covenants or other provisions.
14. Easement Area Not a Public Dedication. Nothing contained in this Agreement shall, or shall be deemed to, constitute a gift or dedication of any portion of the Easement Area to the general public or for the benefit of the general public or for any public purpose whatsoever, it being the intention of the parties that this Agreement be strictly limited to and for the purposes expressed herein.
15. Covenants Run with the Land. All the terms and provisions hereof are and shall be deemed to run with the property described herein and shall burden and benefit such property as described herein and, with respect to such property, each owner, the holders or owners of any mortgage, indenture, deed of trust or deed to secure debt encumbering any of such property, any purchaser at a foreclosure sale, any other person or entity acquiring any right, title or interest in such property and their respective heirs, executors, administrators, representatives, successors and assigns.
16. Duration. The easements granted herein and all other provisions of this Agreement shall be effective as of the date of last signature below and shall remain effective for a duration of 99 years from the date of execution hereof, and shall run with the Lots and Lot B until such

time as the easements granted herein may be terminated, extended or amended by the recording of an appropriate document in the office of the County Recorder of Marshall County, Iowa, which document must be executed by the then owners of the Lots and Lot B. If Iowa law shall hereafter be amended to allow easements to be effective for a period exceeding 99 years, the duration of this Agreement shall automatically extend for such longer period, even if perpetual.

17. Recording. This Agreement shall be recorded with respect to the Property in the Office of the County Recorder for Marshall County, Iowa, and shall constitute a covenant running with the land.
18. Amendment. This Agreement may only be amended or modified, upon the written consent of all parties hereto or their respective successors and assigns.
19. Severability. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any then applicable law and shall be limited to the extent necessary to render the covenants herein valid and enforceable. If any term, provision, covenant or agreement contained herein or the application thereof to any person, entity or circumstance shall be held to be invalid, illegal or unenforceable, the validity of the remaining terms, provisions, covenants or agreements or the application of such term, provision, covenant or agreement to persons, entities or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby.
20. Binding Effect. The rights and obligations herein provided shall inure to the benefit of and be binding upon the parties hereto, their successors, assigns, contractors, invitees and the like, and shall run with, and burden the Lots and Lot B, and benefit the Lots and Lot B. Any change in property ownership shall result in notification, including new property owner contact information, to the other parties within 30 days after the title transfer.
21. Governing Law. The provisions of this Agreement shall be governed by the laws of the State of Iowa. Any court proceeding or litigation arising out of or pertaining to this Agreement shall be venued in Iowa state district court in Marshall County, Iowa.
22. Entire Agreement. This Agreement contains the entire agreement between the parties and there are no oral understandings or agreements other than those set out herein.

[Remainder intentionally blank. Signature page to follow.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of June 15, 2024.
July

RISE M, LLC



By: Eric Card

Its: Manager

Subscribed and sworn to before me in Cass County, North Dakota by
Eric Card, the Manager of RISE M, LLC, this 15th day of June, 2024.
July

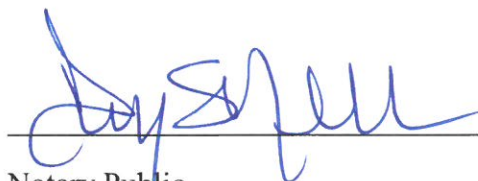
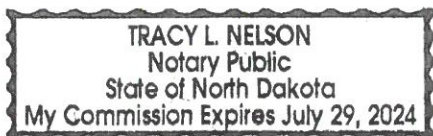

Notary Public

EXHIBIT A
Plat of Property

See attached.

Return To: _____ Phone: _____
Preparer: _____ Phone: _____

AFFIDAVIT OF NON-SEVERABILITY

STATE OF IOWA, MARSHALL COUNTY, ss:

The undersigned: RISE M, LLC, a Minnesota limited liability company, being first duly sworn, do on oath depose and state as follows:

1. We are the owner of record title of the following described real property (Parcels):
 - a. Lot 3, Block 1, Freedom Hills 1st Addition to Marshalltown; and
 - b. Lot B, Block 1, Freedom Hills 1st Addition to Marshalltown.
2. We know and understand that the Parcels will not be severable. In other words, we know and understand that we will not be able to sell either lot separately from the other without first obtaining approval from Marshall County.

Owner of Property:

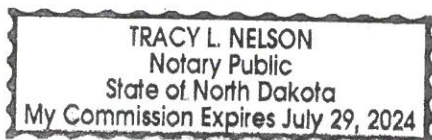
RISE M, LLC

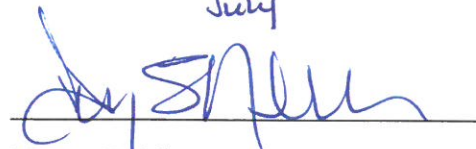


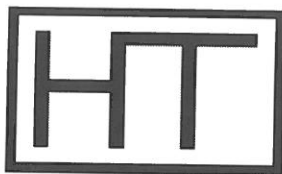
By: Eric Card

Its: Manager

Subscribed and sworn to before me in Cass County, North Dakota by
Eric Card, the Manager of RISE M, LLC, this 15th day of July, 2024.




Notary Public



Hitchins & Thronson PLC
Attorneys At Law

102 EAST CHURCH STREET
P.O. BOX 776
MARSHALLTOWN, IA 50158-0776
PHONE: (641) 752-4507
FAX: (641) 752-5179

KEVIN R. HITCHINS
JOEL R. THRONSON
JEFFREY P. HAZEN
Of Counsel
ROGER R. SCHOELL

Retired
MAX H. BUCK

Deceased
LEONARD L. GRIMES
GENE L. BEACH

January 5, 2023

Rise M, LLC
Attn: Eric Card
801 Burns St.
Hawley, MN 56549

RE: Title Opinion
Property – Parcel G
H&T Abstract #22-286
MCAC Abstract #25502

Dear Eric:

I have carefully examined the abstract of title in one part, beginning with the root of title and certified to December 12, 2022, at 8:30 a.m., through entry 32, covering the following described real estate, to-wit:

Parcel "G" in the Northeast Quarter of the Southeast Quarter of Section 11,
Township 83 North, Range 18 West of the 5th P.M., Marshall County, Iowa, as
shown in Plat of Survey recorded in Document No. 2022-00006062 of the
Records of the Auditor/Recorder's Office, Marshall County, Iowa.

I am of the opinion the abstract complies with the Iowa Forty Year Marketable Title Act and find good title to the real estate to be in Stalzer Farms, Inc., grantee named in a Warranty Deed filed January 10, 2018, and recorded at Document No. 2018-00000194 of the records of the Recorder's Office, Marshall County, Iowa. Title is subject to the following:

1. All real estate taxes are paid including the first half payment payable in the fiscal year 2022-2023. The second half payment is due, but is not delinquent. This property has been newly surveyed and therefore is not separately taxed as a single parcel. The annual taxes for this real estate and the included real estate is \$600. Tax Parcel No.'s 8318-11-426-010 and 8318-11-426-005.

2. The survey filed November 22, 2022, at Document No. 2022-00006062 of the records of the Recorder's Office, Marshall County, Iowa. A copy of the survey as it appears in the abstract is attached to this opinion.

3. An easement to Interstate Power and Light Company filed November 15, 2021, at Document No. 2021-00020517 of the records of the Recorder's Office, Marshall County, Iowa. A copy of the easement as it appears in the abstract is attached to this opinion.

4. An easement to Heart of Iowa Ventures, LLC filed November 23, 2021, at Document No. 2021-00020698 of the records of the Recorder's Office, Marshall County, Iowa. A copy of the easement as it appears in the abstract is attached to this opinion.

You should also be aware of the following that do not appear in the abstract and therefore this opinion is similarly limited:

1. You should acquaint yourself with the applicable zoning ordinances so that you may be informed of the manner in which the real estate may be utilized.

2. Labor or materials furnished within the last 90 days upon the real estate may be a lien upon the premises without appearing in the abstract. You should satisfy yourself that the cost of labor or materials furnished within the last 90 days has been paid.

3. No search has been made for petitions pending under the Dissolution of Marriage Act since these are confidential information. You should satisfy yourself that there is no such action pending which would affect the real estate.

4. If this property is being supplied with water and sewer, you should take appropriate steps to see that the water and sewer charges have been paid.

5. You should satisfy yourself as to the location of the boundaries of this property, and if it appears that the boundaries are in question, you should consider arranging for a survey.

6. You are put on notice of the rights of any parties in possession on the premises and you should make inquiry as to their rights.

7. You should determine whether any solid wastes, hazardous substances, pollutants, above or below ground storage tanks, drainage wells, water wells, landfill sites or other environmentally regulated conditions exist on the property. Such conditions are not ordinarily shown in the abstract, but can result in injunctions, fines, required cleanup, or other remedial actions under law. The law may impose liens against the property and personal liability against the owner if these conditions do exist, even though the owner did nothing to create the condition, and acquired the property without knowledge.

Subject to the foregoing, you should be satisfied that upon receipt of a Warranty Deed from Stalzer Farms, Inc. executed by its president and countersigned by its secretary with the impression of the corporate seal to Rise M, LLC merchantable title will be conveyed.

Please do not hesitate to contact the undersigned, if you have questions regarding this opinion.

Very truly yours,

HITCHINS & THRONSON PLC



Kevin R. Hitchins
Title Guaranty No. 3097

KRH/pbs

Enclosure

Copy: Mike Horn
Chris Nielsen
Kristin Polley

on or over the land included in the permanent easement without expressed permission of the City of Marshalltown.

A second Sewer Easement has been granted to the City of Marshalltown for a permanent 40-foot easement, lying 20 feet on either side of a centerline described in the easement. This easement was recorded May 07, 1968, at Book E-48, page 550 of the records of Marshall County, Iowa. This restriction also contains similar building restrictions.

The abstracter reports a similar sewer easement was filed May 07, 1968, in Book E-48, page 555 which was identical with the above-described easement.

I certify that this Opinion of Title is made pursuant to and in compliance with Section 354.4 and related Sections of the Code of Iowa.

Respectfully submitted
GRIMES, BUCK, SCHOELL, BEACH & HITCHINS
ROGER R. SCHOELL
Roger R. Schoell"

* * * * *

NUMBER 28

Stalzer Farms, Inc
By James G. Stalzer,
President

TO

Interstate Power and Light Company,
an Iowa Corporation

UNDERGROUND ELECTRIC LINE
EASEMENT
FILED NOVEMBER 15, 2021
DATED NOVEMBER 03, 2021
CONS \$1.00
NOTARY PUBLIC
DOCUMENT #2021-00020517

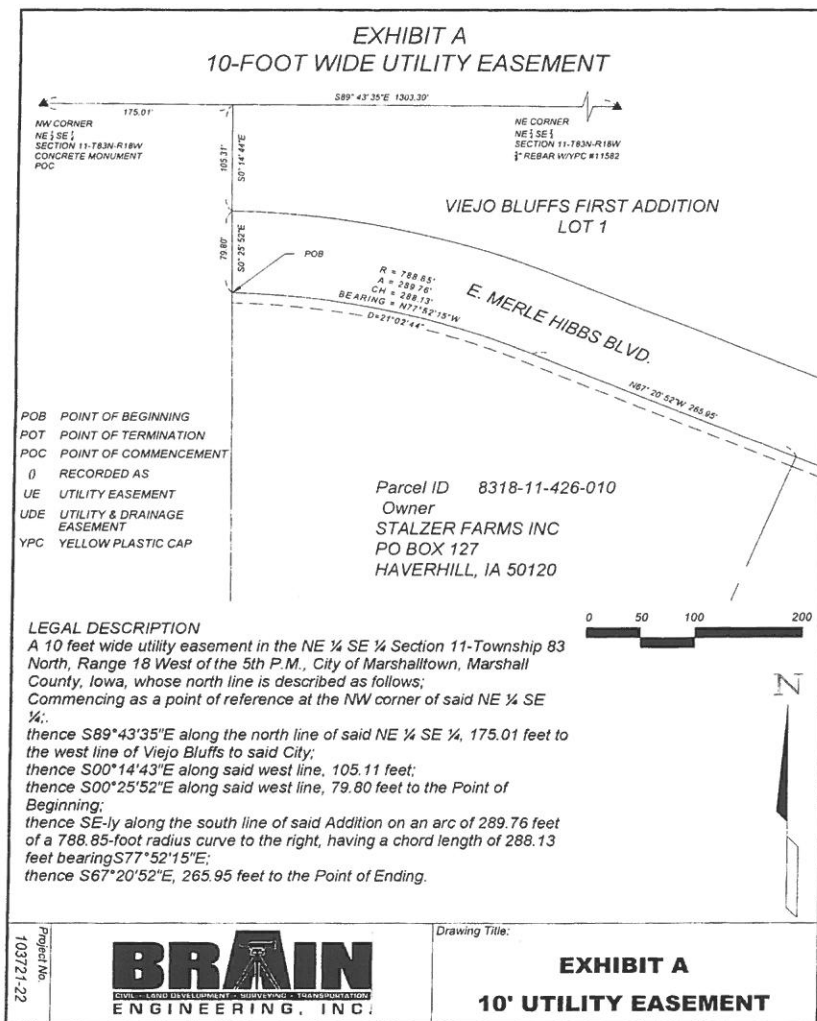
Agreement recites: "...do(es) hereby warrant and convey unto Interstate Power and Light Company, an Iowa corporation, its successor and assigns, a perpetual easement with the right, privilege and authority to construct, reconstruct, maintain, operate, repair, patrol and remove an underground electric and telecommunications line or lines, consisting of wires, transformers, switches and other necessary fixtures, appurtenances and equipment, (including associated surface mounted equipment) and construction (collectively, the "Line" or "Lines") for transmitting electricity, communications and all corporate purposes of Grantee together with the power to extend to any other party the right to use, jointly with the Grantee, pursuant to the provisions hereof, upon, under, and across the following described lands located in the County of Marshall, and the State of Iowa:, wires, guy wires, anchors and other necessary fixtures, equipment and construction for transmitting electricity, communications and all Corporate purposes together with the power to extend to any other party the right to use, jointly with the Grantee, pursuant to the provisions hereof, upon, over, and across the following described lands located in the County of Marshall, and State of Iowa:

See Attached Exhibit A, page 3

.....

Grantor(s) agrees that it will not construct or place any buildings, structures, plants, or other obstructions on the property described above.

..... The Grantor also grant to the Grantee the right of ingress and egress to said Line or Lines, under lands now owned by the Grantor(s), for the purpose of constructing, reconstructing, maintaining, operating, patrolling, repairing and removing the Line or Lines...."



FILED NOVEMBER 23, 2021
DOCUMENT #202100020698

EASEMENT AGREEMENT

The parties hereto are, Stalzer Farms, Inc., (hereinafter "Grantor"), P.O. Box 127, Haverhill, IA 50120, and Heart of Iowa Ventures, LLC, (hereinafter "Grantee"), 502 Main Street, Union, IA 50258, and they agree as follows:

For and in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor grants and conveys to Grantee an easement for the construction, installation, operation, repair, reconstruction, expansion, removal and maintenance of a telecommunication line or lines, including necessary fixtures, appurtenances and equipment over, under and across real estate described as follows:

The South Thirty (30) Feet of the Northeast Quarter of the Southeast Quarter of Section 11, Township 83 North, Range 18 West of the 5th PM, Marshall County, Iowa, and

The South 72.95 feet of the West 60 feet of the East 123.75 feet of the West half of the Northeast Quarter of the Southeast Quarter of Section 11, Township 83 North, Range 18 West of the 5th P.M., Marshall County, Iowa, and

The South Thirty (30) Feet of the Northeast Quarter of the Southwest Quarter and the Northwest Quarter of the Southwest in Section 12, Township 83 North, Range 18 West of the 5th PM, Marshall County, Iowa.

The Grantee shall maintain and make all repairs to the easement area, at its cost, and shall be liable to the Grantor for any crop loss or lost program payments, if any.

Grantor agrees that it will not construct or place any buildings, structures plants or other obstructions on the property described above.

The Grantee shall have the right of ingress and egress over and across the above described real estate for the purposes for which this easement is granted, including the right to enter said premises to make surveys and preliminary estimates upon the execution of this agreement.

The Grantee agrees to pay to the Grantor or its tenants all damages done to the lands (except for the cutting and trimming of trees or other vegetation), livestock, fences or crops.

This easement shall be a permanent easement, running with the real estate, and shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns.

STALZER FARMS, INC., GRANTOR

HEART OF IOWA VENTURES, LLC,
GRANTEE

By: JAMES G. STALZER PRES.
James G. Stalzer, President

By: (illegible)
Member/Manager

STATE OF IOWA, COUNTY OF MARSHALL

\$7 chg.

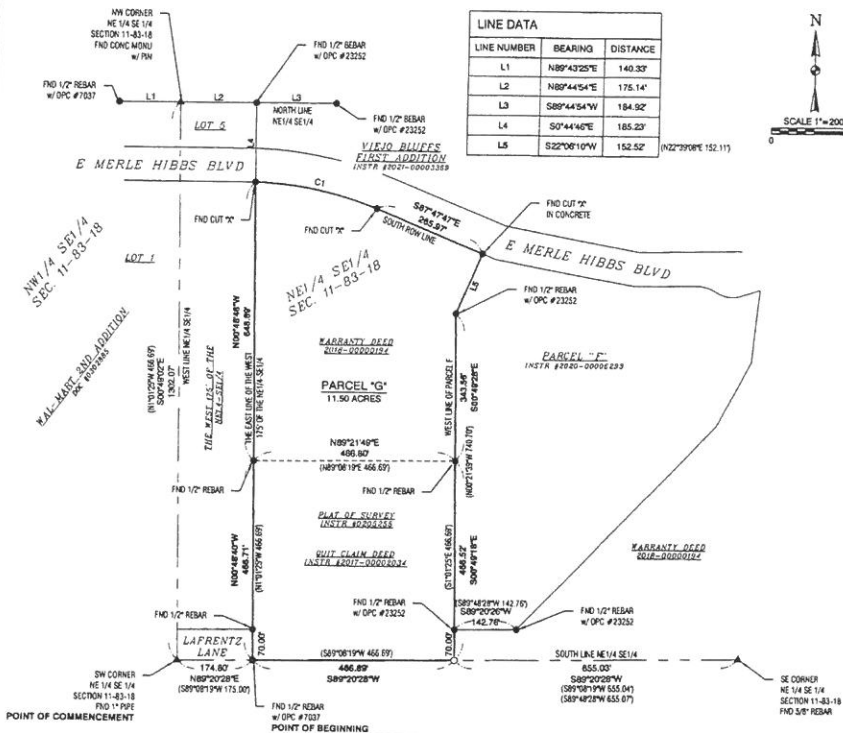
PLAT OF SURVEY

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



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

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

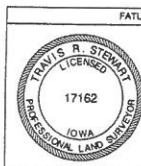


Curve Table					
CURVE DATA	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD
C1	289.78'	788.85'	21°02'44"	S79°19'37"E	288.13'
	(289.78')	(788.85')	(21°02'45")	(N77°52'14"W)	(288.13')

LEGAL DESCRIPTION:

PARCEL "G" LOCATED IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 83 NORTH, RANGE 18 WEST OF THE 5TH P.M., MARSHALL COUNTY, IOWA. MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 11, TOWNSHIP 83 NORTH, RANGE 18 WEST OF THE 5TH P.M.; THENCE, N89°29'28"E 174.80' ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 11 TO THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 11, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE, N07°48'40"W 486.71' ALONG THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 11; THENCE, N07°48'40"W 646.89' CONTINUING ALONG THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 11 TO THE SOUTH RIGHT OF WAY LINE OF EAST MERLE HIBBS BOULEVARD; THENCE, SOUTHEASTERLY 289.78' ALONG THE ARC OF A 788.85' RADIUS CURVE, CONCAVE SOUTHWESTERLY, HAVING A CHORD BEARING OF S79°19'37"E AND A CHORD DISTANCE OF 288.13'; THENCE, S67°47'47"E 285.97' ALONG SAID SOUTH RIGHT OF WAY LINE TO THE NORTHEAST CORNER OF A CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL "F" AND RECORDED IN INSTRUMENT NO. 2020-00002893 IN THE OFFICE OF THE RECORDER, MARSHALL COUNTY, IOWA; THENCE, S22°06'10"W 152.52' ALONG THE WEST LINE OF SAID PARCEL "F"; THENCE, S07°44'46"W 185.23' ALONG THE WEST LINE OF SAID PARCEL "F"; THENCE, S07°48'18"E 486.52' ALONG THE WEST LINE OF SAID PARCEL "F" TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 11; THENCE, S89°29'28"W 486.89' ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING, CONTAINING 11.50 ACRES. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

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



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

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

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

**Prepared by & Return To: RISE M, LLC
 801 Burns St.
 Hawley, MN 56549**

**ACKNOWLEDGEMENT OF CONSENT AND DEDICATION
OF FINAL PLAT OF FREEDOM HILLS 1ST ADDITION**

Know all by these presents:

WESTERN STATE BANK, is the owner and holder of a mortgage encumbering the following described real estate, dated April 12, 2023 and recorded April 19, 2023 as Document No. 202300001267:

FREEDOM HILLS 1ST ADDITION, located in the Northeast Quarter of the Southeast Quarter of Section 11, Township 83 North, Range 18 West of the 5th P.M., Marshall County, Iowa, being more particularly described as follows:

Survey Description - FREEDOM HILLS 1ST ADDITION TO MARSHALLTOWN:

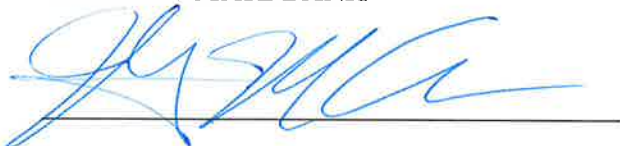
PARCEL "G" LOCATED IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 83 NORTH, RANGE 18 WEST OF THE 5th P.M., MARSHALL COUNTY, IOWA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 11, TOWNSHIP 83 NORTH, RANGE 18 WEST OF THE 5TH P.M.; THENCE, N89°20'28"E 174.80' ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 11 TO THE EAST LINE OF THE WEST 175.00' OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 11, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE, N00°48'40"W 466.71' ALONG THE EAST LINE OF THE WEST 175.00' OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 11; THENCE, N00°48'46"W 648.89' CONTINUING ALONG THE EAST LINE OF THE WEST 175.00' OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 11 TO THE SOUTH RIGHT OF WAY LINE OF EAST MERLE HIBBS BOULEVARD; THENCE, SOUTHEASTERLY 289.76' ALONG THE ARC OF A 788.85' RADIUS CURVE, CONCAVE SOUTHWESTERLY, HAVING A CHORD BEARING OF S78°19'37"E AND A CHORD DISTANCE OF 288.13'; THENCE, S67°47'47"E 265.97' ALONG SAID SOUTH RIGHT OF WAY LINE TO THE NORTHWEST CORNER OF A CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL "F" AND RECORDED IN INSTRUMENT NO. 2020-00006293 IN THE OFFICE OF THE RECORDER, MARSHALL COUNTY, IOWA; THENCE, S22°06'10"W 152.52' ALONG THE WEST LINE OF SAID PARCEL "F"; THENCE, S00°49'28"E 343.56' ALONG THE WEST LINE OF SAID PARCEL "F"; THENCE, S00°49'18"E 466.52' ALONG THE WEST LINE OF SAID PARCEL "F" TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 11; THENCE, S89°20'28"W 466.89' ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING, CONTAINING 11.50 ACRES. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

The undersigned certifies that the accompanying Final Plat of the above described real estate, to be known as Freedom Hills 1st Addition to Marshalltown, Marshall County, Iowa is with the free consent and knowledge of said Bank.

Dated: 5/28/24

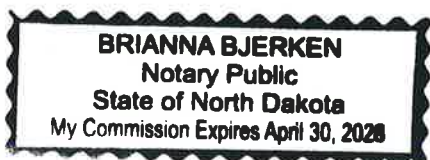
WESTERN STATE BANK



By: Matthew M. Oachs

Its: Market President

Subscribed and sworn to before me in Cass County, North Dakota by Matthew M. Oachs, the Market President of WESTERN STATE BANK, this 28 day of May, 2024.


Notary Public

AUDITOR'S APPROVAL OF SUBDIVISION NAME

STATE OF IOWA, MARSHALL COUNTY, ss:

I, Nan Benson, being Auditor and Recorder of Marshall County, Iowa, do hereby approve, pursuant to Iowa Code §354.6(2) and §354.11(6), the subdivision name **Freedom Hills 1st Addition** on the annexed plat and find the same to be succinct and unique in Marshall County, Iowa.

Witness my hand and seal this 16th day of July, 2024.

A handwritten signature in cursive script that reads "Nan Benson". The signature is written in dark ink and is positioned above a horizontal line.

Nan Benson, Auditor/Recorder

Marshall County, Iowa

(SEAL)



Prepared By Travis R. Stewart of Clapsaddle-Garber Associates, Inc.
and 16 East main St, Marshalltown, IA 50158 Phone: (641) 752-2849
Return To:

MARSHALL COUNTY TREASURER'S CERTIFICATE
(Iowa Code §354.11)

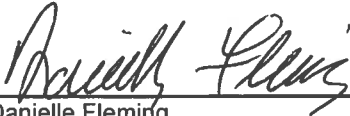
I certify I am Property Tax Supervisor of Marshall County, Iowa; that I have examined the records in my office and find that the below-described real estate, being Parcel ID No. 8318-11-426-012, is free from certified taxes and certified special assessments:

PARCEL "G" LOCATED IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 83 NORTH, RANGE 18 WEST OF THE 5th P.M., MARSHALL COUNTY, IOWA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 11, TOWNSHIP 83 NORTH, RANGE 18 WEST OF THE 5TH P.M.; THENCE, N89°20'28"E 174.80' ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 11 TO THE EAST LINE OF THE WEST 175.00' OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 11, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE, N00°48'40"W 466.71' ALONG THE EAST LINE OF THE WEST 175.00' OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 11; THENCE, N00°48'46"W 648.89' CONTINUING ALONG THE EAST LINE OF THE WEST 175.00' OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 11 TO THE SOUTH RIGHT OF WAY LINE OF EAST MERLE HIBBS BOULEVARD; THENCE, SOUTHEASTERLY 289.76' ALONG THE ARC OF A 788.85' RADIUS CURVE, CONCAVE SOUTHWESTERLY, HAVING A CHORD BEARING OF S78°19'37"E AND A CHORD DISTANCE OF 288.13'; THENCE, S67°47'47"E 265.97' ALONG SAID SOUTH RIGHT OF WAY LINE TO THE NORTHWEST CORNER OF A CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL "F" AND RECORDED IN INSTRUMENT NO. 2020-00006293 IN THE OFFICE OF THE RECORDER, MARSHALL COUNTY, IOWA; THENCE, S22°06'10"W 152.52' ALONG THE WEST LINE OF SAID PARCEL "F"; THENCE, S00°49'28"E 343.56' ALONG THE WEST LINE OF SAID PARCEL "F"; THENCE, S00°49'18"E 466.52' ALONG THE WEST LINE OF SAID PARCEL "F" TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 11; THENCE, S89°20'28"W 466.89' ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING, CONTAINING 11.50 ACRES. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

This certificate is provided for the sole purpose of complying with Iowa Code §354.11.

Dated this 16th day of July 2024.



Danielle Fleming
Property Tax Supervisor
Marshall County, Iowa

TREASURER'S CERTIFICATE

STATE OF IOWA, MARSHALL COUNTY, ss:

I, Deann S. Tomlinson, being Treasurer of Marshall County, Iowa, do hereby certify that land on which Freedom Hills 1st Addition is laid out and platted as shown by the annexed plat is free from property taxes.

Witness my hand and seal this 16th day of July, 2024.

Danielle Fleming, Property Tax Supervisor

Danielle Fleming for Deann S. Tomlinson,

Treasurer

Marshall County, Iowa

(SEAL)



ORDINANCE 15089

**AN ORDINANCE APPROVING THE REZONING OF CREEKSIDE LANE FROM
MIXED-USE TO MEDIUM RESIDENTIAL**

WHEREAS, the City of Marshalltown is proposing a rezoning of the property at 600, 601, 602, 603, 611, 612, 621, 622, 629, 630, 631, 632, 633, 634, 635, 636, 637 Creekside Lane, legally defined as:

Lots 1-25 and Outlots A and B, Block 1, Creekside Estates Addition, City of Marshalltown, Marshall County, Iowa.

which is currently zoned Mixed-Use to be rezoned to Medium Residential; and

WHEREAS, the Plan Zoning Commission reviewed the rezoning request and held a duly noticed public hearing on June 26, 2024, and recommended approval of the rezoning at said meeting; and

WHEREAS, the City Council held a duly noticed public hearing on the proposed rezoning on July 22, 2024, at which time all interested parties were heard; and

WHEREAS, City staff requested that the City Council waive the 3rd reading of this Ordinance; and

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

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

Section 1. That the property at 600, 601, 602, 603, 611, 612, 621, 622, 629, 630, 631, 632, 633, 634, 635, 636, 637 Creekside Lane, legally defined as:

Lots 1-25 and Outlots A and B, Block 1, Creekside Estates Addition, City of Marshalltown, Marshall County, Iowa.

be rezoned to from Mixed-Use to Medium Residential

Section 2. This Ordinance shall be in full force and effect from and after public notice of hearing on this Rezoning has been duly given as required by the said Zoning Ordinance and the statutes of the State of Iowa and said public hearing has been duly held and after passage by this Council and publication as is provided by law.

Passed this ____ day of _____ 2024, and signed this ____ day of _____ 2024.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

I, Alicia Hunter, City Clerk of the City of Marshalltown, Iowa, do hereby certify that the foregoing ORDINANCE was passed and approved by the City Council of the City of Marshalltown, Iowa, on the ____ day of _____, 2024, and was published in the Marshalltown Times-Republican, a newspaper of general circulation in the City of Marshalltown, Iowa, on the ____ day of _____, 2024.

Alicia Hunter, City Clerk

MARSHALLTOWN

I O W A

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

TO: Mayor and City Council
FROM: Hector Hernandez, City Planner
DATE: July 2, 2024
RE: Ordinance amendment for the rezoning of Creekside Lane

Strategic Plan:

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

Plan Objective: Increase housing opportunities at all levels.

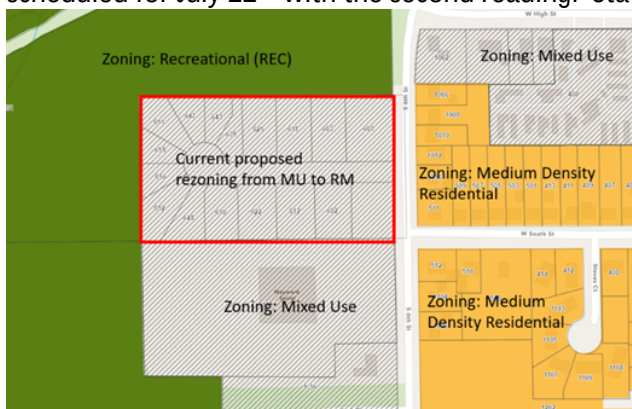
Recommendation: Approval of the rezoning request for Creekside Lane.

Budget Impact: N/A

Description/Background: A rezoning is an amendment to the Zoning Map, which is part of the Zoning Ordinance. Rezoning requests go before the Plan Zoning Commission for review and a public hearing, which was held on June 26th. Plan Zoning Commission recommend the approval of the rezoning request to the City Council for the property at 600, 601, 602, 603, 611, 612, 621, 622, 629, 630, 631, 632, 633, 634, 635, 636, 637 Creekside Lane, legally defined as: Lots 1-25 and Outlots A and B, Block 1, Creekside Estates Addition, City of Marshalltown, Marshall County, Iowa.

The current zoning classification is mixed-use. Mixed-use has building standards which this proposal does not meet such as garage and building up to the property line. Therefore, it is requested to rezone to medium residential to allow for the construction of 7 new townhomes/multiplex.

The council must hold a public hearing during the ordinance amendment readings. The public hearing is scheduled for July 22nd with the second reading. Staff request the waiver of the third reading.



CITY COUNCIL

Barry Kell, Mike Ladehoff, Mark Mitchell,
Greg Nichols, Jeff Schneider, Gary Thompson, Vacancy



ORDINANCE 15090

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA CHAPTER 157 (LAND SUBDIVISION REGULATIONS)

WHEREAS, the City Council of the City of Marshalltown, Iowa, has adopted Chapter 157 (Land Subdivision Regulations); and

WHEREAS, the City Council has identified various issues with terms and conditions of Chapter 157 pertaining to the procedures for platting land for subdivisions across various zoning districts, which are presenting administrative difficulties; and

WHEREAS, the City Council finds the following amendments to Chapter 157 to be in the best interest of the City, the public in general, and those desirous of submitting plats to subdivide lots located in Marshalltown.

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

Section 1. Amendment. PROCEDURES FOR PLATTING

Sections 157.003(B)(10) and (11) are hereby added as follows:

(10) A Final Plat may be submitted no sooner than 14 days after the Preliminary Plat has been approved. Final Plats may only be submitted contemporaneously with a Preliminary Plat if the plat involves a simple lot split and:

- (a) all infrastructure is already in place on all resulting lots;
- (b) no single private access/street is necessary to any resulting lot; and
- (c) each lot created by the split fronts a publicly dedicated street.

(11) All storm water retention pond parcels must be combined with an adjacent parcel(s) by execution and recording of an Affidavit of Non-Severability with the developed lot and have an easement recorded on the title of all parcels the pond serves.

Section 2. Amendment. DESIGN STANDARDS FOR PLATS

Section 157.005(E)(1) is hereby deleted and superseded, in its entirety, as follows:

(1) Every lot shall front on a publicly dedicated street except in planned unit developments according to the City Zoning Ordinance and as approved by the City Council. A lot located in the General Commercial or General Industrial zone may have private access from an adjacent lot or from a private street if all the following conditions are met:

- (a) Any private access or private street must be compliant with fire code;
- (b) An easement which permits access from the adjacent lot or private street must be properly recorded with the property title of each affected lot;
- (c) Property titles of all lots must indicate that the City will not maintain or have dedication of the private street, private access or easement;
- (d) Any storm water retention pond and/or stand-alone access parcel must be combined with an adjacent developed parcel by execution and recording of an Affidavit of Non-Severability; and
- (e) All other requirements in this Code not directly related to the private access or private street still apply.

Section 3. Severability Clause. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

Section 4. When Effective. This ordinance shall be in full force and effect after its final passage, approval and publication as provided by law.

Passed this ____ day of _____ 2024 and signed this ____ day of _____ 2024.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

I, Alicia Hunter, City Clerk of the City of Marshalltown, Iowa, do hereby certify that the foregoing ORDINANCE was passed and approved by the City Council of the City of Marshalltown, Iowa, on the ____ day of _____ 2024, and was published in the Marshalltown Times-Republican, a newspaper of general circulation in the City of Marshalltown, Iowa, on the ____ day of _____ 2024.

Alicia Hunter, City Clerk

MARSHALLTOWN

I O W A

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

TO: Mayor and City Council
FROM: Cindy Kendall
DATE: 7-17-24
RE: Amendment for Chapter 157 Land Subdivision Regulations – First Reading

Strategic Plan:

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

Plan Objective: To more closely align Chapter 157 Land Subdivision Regulations to the current needs of the community to foster uniform development through established guideline in the Planning and Zoning Ordinances

Recommendation: Upon review of the proposed ordinance changes and a public hearing to adopt to enhance development within the community.

Budget Impact: Legal and publication fees

Description/Background: The Planning and Zoning Commission, along with Public Works Director, Heather Thomas have identified areas of the review process and regulation needing clarity and better definitions to provide guidance for future development. Some highlights include:

-Chapter 157.003 (B) (10) A Final Plat may be submitted no sooner than 14 days after the Preliminary Plat has been approved. Final Plats may be only be submitted contemporaneously with a

Preliminary Plat if the plat involves a simple lot split and

all infrastructure is already in place on all resulting lots;

no single private access/street is necessary to any resulting lot; and,

each lot created by the split fronts a publicly dedicated street.

- Chapter 157.003 (B) (11) All storm water retention pond parcels must be combined with an adjacent parcel(s) by execution and recording of an Affidavit of Non-Severability with the developed lot and have an easement recorded on the title of all parcels the pond serves.

- Chapter 57.005 (E) (1) add after the existing text:

A lot located in the General Commercial (GC) or General Industrial (GI) zone may have private access from an adjacent lot or from a private street if all the following conditions are met: (a) Any private access or private street must be compliant with fire code;

A permanent easement which permits access from the adjacent lot or private street must be properly recorded with the property title of each affected lot;

CITY COUNCIL

Barry Kell, Mike Ladehoff, Mark Mitchell,
Greg Nichols, Jeff Schneider, Gary Thompson



Property titles of all lots must indicate that the City will not maintain or have dedication of the private street, private access or easement;

Any storm water retention pond and/or stand-alone access parcel must be combined with an adjacent developed parcel by execution and recording of an Affidavit of Non-Severability. (e) All other requirements in this code not directly related to the private access or private street shall still apply.

This has been review by the City Attorney.

This is the first reading of the amending ordinance. Council will also be asked to set the public hearing at the August 12 meeting, followed on August 26 final reading for publication and enactment.

CITY COUNCIL

Barry Kell, Mike Ladehoff, Mark Mitchell,
Greg Nichols, Jeff Schneider, Gary Thompson



MARSHALLTOWN

I O W A

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

TO: Mayor and City Council
FROM: Cindy Kendall
DATE: 7-17-24
RE: Developer Agreement with RISE for new VA Clinic

Strategic Plan:

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

Plan Objective: To support the construction of a new VA Clinic to expand the medical service provided to veterans in Marshalltown and surrounding areas, and to further develop land adjacent to the Veteran's Clinic.

Recommendation: To give staff direction to add this project as an amendment for the Urban Renewal Plan for Area #3 and to create a developer's agreement with Rise M, LLC supporting the construction of the facility and future development of the adjacent property.

Budget Impact: The County Assessor assigned a partial assessment in 2024 during the construct of the Clinic. The full assessment will be assigned in 2025. As such, the developer's agreement is proposed to begin in budget year 25-26. The length (term) is yet to be determined however, will not exceed \$800,000. The annual certification will insure that the debt capacity of the city is not adversely impacted.

Description/Background: Bringing this proposal to the Council at this time is a culminated over the last several years. With the development of Merle Hibbs Blvd, and the construction of the McFarland clinic, the parcel to the west became the perfect site chosen by the VA Administration. Rise M, LLC as the developer and contractor for the VA has worked with the city on the construction of a modern \$5,000,000 Veteran's Clinic, providing additional services to the area, a private street and utilities. And now they present the prospect of addition development of the adjacent property.

CITY COUNCIL

Barry Kell, Mike Ladehoff, Mark Mitchell,
Greg Nichols, Jeff Schneider, Gary Thompson





Eric Card
801 Burns St
Hawley, MN 56549
701 412 8797

July 15, 2024

Marshalltown City Council
24 N Center St
Marshalltown, IA 50158

Dear Mayor Joel Greer and Members of the Marshalltown City Council,

I am writing to respectfully request your support for a Tax Increment Financing (TIF) agreement to assist with the substantial development costs of our new project, Freedom Hills.

RISE Companies is a federally recognized Service-Disabled Veteran Owned Small Business (SDVOSB) that develops world class Veteran Outpatient Clinics and Veteran Centers to serve the physical and mental health of our great Veterans. We are the majority owner of the new Freedom Hills development, which includes a nearly 12,000 square foot Veteran Outpatient Clinic and an additional 9.37 acres of development land. We are seeking \$800,000 of TIF to help offset expenses and allow us to sell or develop the remaining land at market sale rates.

Our proposed development site presented significant challenges due to the presence of a large hill, necessitating considerable excavation and grading work. The VA Clinic parcel had considerable development costs because of the site and VA operational needs. Additionally, we have constructed a stormwater detention pond designed to serve the entire development. These essential infrastructure improvements have added to the overall cost of the project, making it difficult to keep the price of the lots at market rates. TIF funds will be used to repay the over \$800,000 we have spent on site improvements.

Marshalltown, with its strategic location and vibrant community, is a hub for business and economic activities. The city is known for its robust manufacturing sector, thriving small businesses, and a strong agricultural base. Marshalltown's proximity to major transportation routes, including highways and railroads, makes it an attractive location for businesses looking to establish or expand their operations.

The requested TIF support will play a crucial role in maintaining affordable lot prices, which is vital for attracting new businesses and residents to our development. By keeping the costs competitive, we aim to foster an environment conducive to growth, driving economic development in Marshalltown and the surrounding region.



This project has the potential to create numerous job opportunities, stimulate local businesses, and enhance the overall economic landscape of our city. The development will provide modern, well-designed spaces for businesses and residents to thrive.

The benefits of this development extend beyond the immediate project. Increased business activity and population growth will lead to a broader tax base, providing the city with additional revenue to fund public services and infrastructure improvements. This, in turn, will enhance the quality of life for all residents and ensure a sustainable future for Marshalltown.

I kindly urge the Marshalltown City Council to approve the upcoming \$800,000 TIF agreement. Your support will enable us to overcome the financial challenges posed by the site's unique topography and stormwater management needs, allowing us to deliver a development that aligns with the city's economic goals and vision for the future.

Thank you for considering this request. I look forward to the opportunity to discuss this proposal further and address any questions or concerns you may have.

Sincerely,

A handwritten signature in blue ink, consisting of a stylized, flowing line that loops around and ends with a small flourish.

Eric Card
CEO
RISE Companies

CITY OF MARSHALLTOWN, IOWA

URBAN RENEWAL PLAN AMENDMENT
MARSHALLTOWN URBAN RENEWAL AREA

August, 2024

The Urban Renewal Plan (the “Plan”) for the Marshalltown Urban Renewal Area (the “Urban Renewal Area”) of the City of Marshalltown, Iowa (the “City”) is being amended for the purpose of identifying a new urban renewal project to be undertaken within the Urban Renewal Area.

1) Identification of Project. By virtue of this amendment, the list of authorized urban renewal projects in the Plan is hereby amended to include the following project description:

Name of Project: Rise M, LLC Commercial Building Project

Date of Council Approval of Project: August 26, 2024

Description of the Project: Rise M, LLC (the “Company”) has proposed to undertake the construction of a new commercial building (the “Project”) on the Property (as defined in Section 1 above) for use in the business operations of an outpatient health clinic.

It has been requested that the City provide tax increment financing assistance to the Company in support of the efforts to complete, operate and maintain the Project.

The costs incurred by the City in providing tax increment financing assistance to the Company will include legal and administrative fees (the “Admin Fees”) in an amount not to exceed \$10,000.

Description of Use of TIF for the Project: The City intends to enter into a Development Agreement with the Company with respect to the construction and use of the completed Project. The City intends to provide annual appropriation economic development payments (the “Payments”) to the Company under the Development Agreement. The Payments will be funded with incremental property tax revenues to be derived from the Property. It is anticipated that the City’s total commitment of incremental property tax revenues with respect to the Project will not exceed \$800,000, plus the Admin Fees.

2) Required Financial Information. The following information is provided in accordance with the requirements of Section 403.17 of the Code of Iowa:

Constitutional debt limit of the City:	<u>\$108,322,280</u>
Outstanding general obligation debt of the City:	<u>\$</u>
Proposed maximum indebtedness to be incurred in connection with this August, 2024 Amendment:	<u>\$ 810,000</u>

*It is anticipated that some or all of the debt incurred hereunder will be subject to annual appropriation by the City Council.

MARSHALLTOWN

I O W A

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

TO: Mayor and City Council
FROM: Alicia Hunter, City Clerk & Heather Thomas, Public Works Director
DATE: July 22nd, 2024
RE: Request to purchase Right-of-Way (near 406 W Madison)

Strategic Plan:

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

Description/Background:

The city received a request from Luke Fogle, LIF Enterprises LLC, to vacate and purchase the north-south alley between his properties at 406 West Madison and 408 West Madison. The neighboring properties at 506 S 5th Street and 505 S 4th Street approve of this request and they do not have driveways that require access from the alley. The alley would be vacated up to the "T" intersection.

Per the City of Marshalltown Policy for the Sale of Surplus Real Property, after receiving a request in writing, all utilities should be contacted to determine whether there are utilities in the area and if easements must be maintained. If a utility (including the City) requests the right-of-way not be vacated, the requesting party is notified and the transaction stops.

A request was submitted to Iowa One Call to be notified of the utilities that are located in near proximity to the alley in question. The following utilities were identified and contacted. Additionally, the street division was reached out to comment on the proposed

Alliant Energy	Utility maps were requested and received. Aerial electric is present in a portion of the north-south alley adjacent to this. We've reached out to Alliant to confirm they are agreeable to this request. In past requests, Alliant has requested easement on any portion of vacated alley if utilities were present.
Mediacom	Aerial telecommunication lines were observed attached to the overhead electrical. Utility maps were requested; however, Mediacom has not typically responded to the city's past requests for information and comment. If the alley is vacated, we would recommend a public utility easement be maintained.
Marshalltown Street Division	No objection to this request based on no other properties that use this portion of the alley for rear access and it does not create a dead end for maintenance.

CITY COUNCIL

Barry Kell, Mike Ladehoff, Mark Mitchell
Greg Nichols, Jeff Schneider, Gary Thompson



Several exhibits are attached for reference:



Alley layout of the block.



Alley picture, looking south.

CITY COUNCIL

Barry Kell, Mike Ladehoff, Mark Mitchell
Greg Nichols, Jeff Schneider, Gary Thompson





Alley picture, looking north.

If council would like to proceed with this transaction, the purchase price would be \$250 for less than 0.25 acres. If that is council's direction, we would need a motion to direct staff to proceed with the process to sell the right-of-way reserving easement rights (pending confirmation from Alliant Energy).

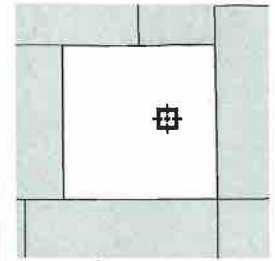
CITY COUNCIL

Barry Kell, Mike Ladehoff, Mark Mitchell
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Overview



Legend

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

Date created: 6/24/2024
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GEOSPATIAL

- Need info of 3 owners including yourself (name and phone number)
- Then it will be taken to council if approved by council then you will have to pay a fee

Quibol Monge

Okay with closure.

641-751-5424

506 S 5th St

~~641-751-5424~~

6-24-24

Eduardo Monge

Okay with closure.

641 354 8473

505 S 4th St

~~641-751-5424~~

7-01-24

Requester:

408 and 406 West Madison St.

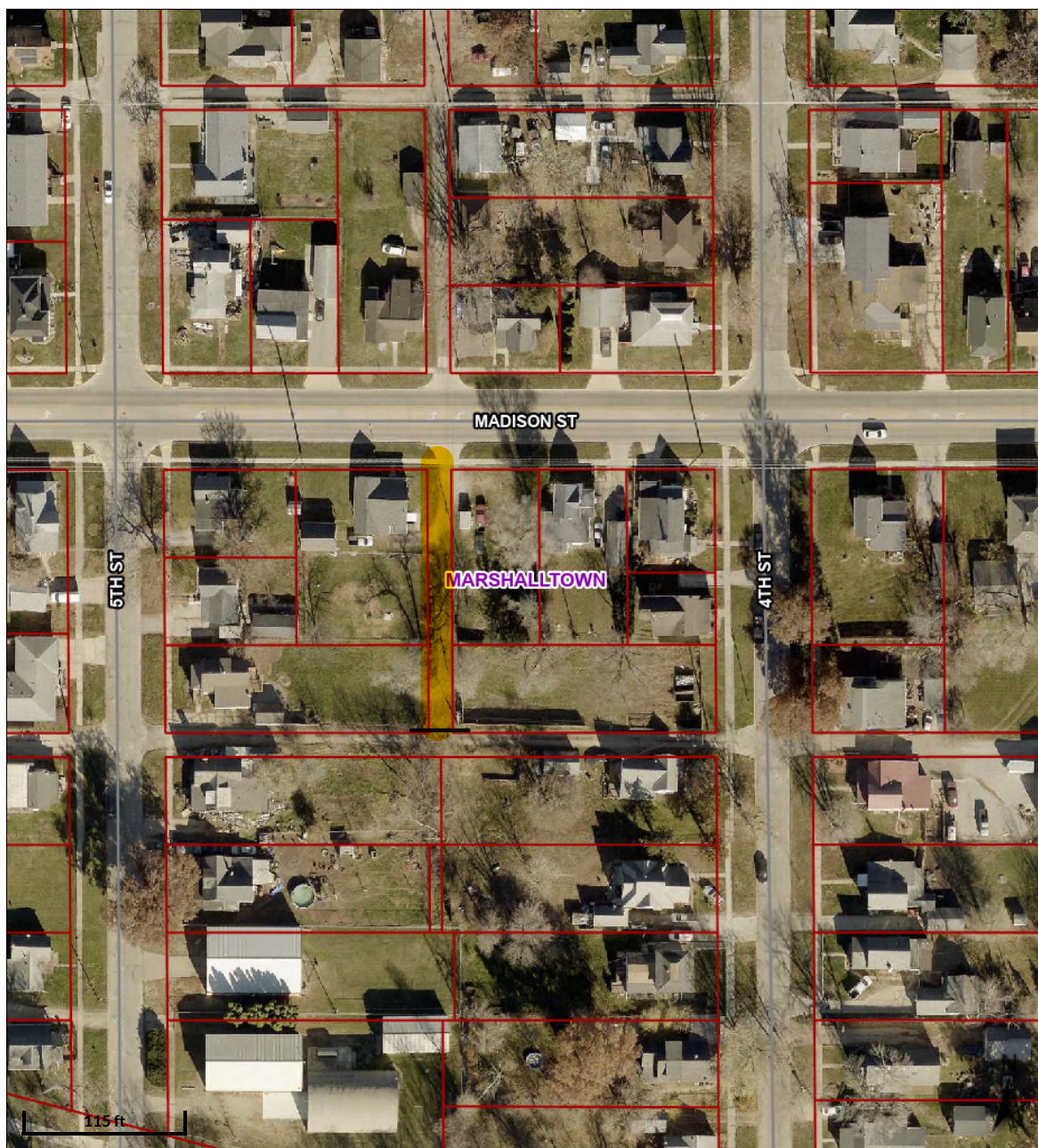
LIFE ENTERPRISES LLC

Managing member: Luke Fogle

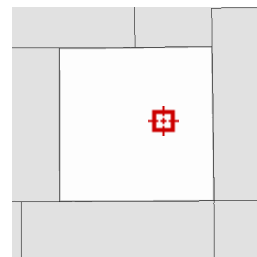
7-01-24

Luke Fogle

641-751-0251



Overview



Legend

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

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