



**MARSHALLTOWN
MORE THAN EVER**

**CITY OF MARSHALLTOWN CITY COUNCIL AGENDA
CITY HALL COUNCIL CHAMBERS
10 WEST STATE STREET
MAY 12, 2025, 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 that was not on the agenda during this time. The speaker shall approach the microphone and state their name and address. Comments shall be limited to three (3) minutes unless a longer comment is authorized by the Mayor. The speaker shall direct comments to the Mayor and the Council as a whole.

The Mayor and Council may provide a response to a public comment, but shall not engage in discussion or debate on items raised by members of the public. No action may be taken on items raised in public comments to comply with open meeting laws.

E. MAYOR, COUNCIL AND ADMINISTRATOR COMMENTS

1. Marshalltown Police Department Employee of the Year - Officer Andrew Weispfenning

F. CONSENT AGENDA

1. Approve Minutes 04/28/25 Meeting and Bill List \$1,749,320.86
2. Approve Alcohol License Renewals for Center Street Station at 19-21 N Center St, Family Dollar #22186 at 327 S 3rd Ave, J.B. Bar LLC at 915 Turner St, Hy-Vee Gas at 808 S Center St, Veteran's Memorial Coliseum at 20 W State St, Tremont on Main at 22-26 W Main St
3. Approve Retail Tobacco Renewal Applications - Walmart #581, 2802 S Center St; Casey's #1303, 111 N 3rd Ave; Casey's #1441, 1402 S 12th Ave; Casey's #3228, 916 E Main St; Casey's #3508, 108 Iowa

Ave W; Casey's #1564, 1009 W Lincoln Way; Fareway Stores, Inc #467, 102 W Anson St

4. Reappoint Erin Carpenter to the Storm Water Advisory Committee, term 1/1/25-12/31/28
5. April 2025 Building Permit and Trade Permit Report
6. Resolution Accepting Bid and Authorizing the Purchase of Three 2025 Ford Interceptor Police Package Vehicles and One Ford F150 Crew Cab from Jensen Ford for the Price of \$183,992 for Use in the Police Department and Declaring Certain Property Surplus Property and Authorizing Disposal Thereof
Declaration of surplus police vehicles allowing the trade-in and purchase of new vehicles.
7. Resolution Authorizing the City of Marshalltown's submittal of an application for funding from the Transportation Alternatives Set-Aside (TASA) program to the Department of Transportation (DOT) for the funding of the Iowa River's Edge Trail
8. Resolution to Approve Fiscal Year 2026 Non-Bargaining Cost of Living Adjustment
9. Resolution Authorizing the Request of Certain Delinquent Properties be Designated for the 2025 Public Nuisance Tax Sale

G. MOTIONS

1. Motion to approve a new 8-month Class C Retail Alcohol License for Ay Caramba Burrito Shop, 1803 S Center St

H. ORDINANCES

1. Public Hearing and Second Reading of Ordinance 15100 to Amend the Official Zoning Map for Lots 166, 167, 168, 169, 170, 171, 172, 173, 174, and 175 in Melrose Park Addition to the Town of Marshall, Marshall County, Iowa from Medium Density Residential Zoning District to General Industrial Zoning District

I. DISCUSSION

1. Request by Shops at Marshalltown, LLC for Tax Increment Financing Assistance for Redevelopment of the Marshalltown Mall
2. Marshalltown Football League Lease Agreement and Water Billing
3. Request for Council-Designated Local Option Sales Tax for City Hall Security Enhancements

J. CLOSED SESSION

1. 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.
 - a. Resolution Approving Purchase of 0.6 Acres of 1314 Summit Street at a cost of \$_____ for expansion of West End Park

K. ADJOURNMENT

MISSION STATEMENT

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

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

CITY COUNCIL PROCEEDINGS
APRIL 28, 2025

Mayor Greer called the meeting to order at 5:30 pm, April 28, 2025, at the City Hall Council Chambers, 10 W State Street, and led the pledge of allegiance. Roll call-Present: Fonseca (via Go-To-Meeting), Kell, Ladehoff, Mitchell, Nichols, Schneider, Thompson. Public comments on items not on the agenda were provided. Mayor, Council, and Administrator comments were provided. Officer Ross Wolken was recognized for 5 years of service. Mayor Greer presented Diana Steiner, Finance Director, and Tonya Hudnutt, Accounting Manager, with a Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association.

CONSENT AGENDA

Motion by Jeff Schneider, second by Mike Ladehoff to approve the consent agenda: Approve Minutes 04/14/25 Meeting and Bill List \$1,431,749.41; Approve Alcohol License Renewals for The 918, 918 N 4th Ave, with outdoor service, Dollar General #21858, 104 W State St, Mi Ranchito, 1010 W Lincoln Way, Marshall Beer Wine Spirits, 11 N 3rd Ave; Approve March 2025 Financial Statements; Resolution to Approve Transferring of Funds for Fiscal Year 2025 Through March 31, 2025, Resolution Accepting and Awarding Bid to the City of Burbank, CA Public Library for the 2022 E450 Super Duty Ford with Supreme Box Truck Cargo Hold, Used as the Mobile Library Unit, in the Amount of \$160,000; Resolution Setting Public Hearing to Consider an Official Zoning Map Amendment for 301 to 319 N 10th Avenue; Resolution Approving a Contract for Roadway Maintenance Services at the Iowa Veterans Homes Between the City of Marshalltown, Iowa, and the Iowa Department of Transportation Created Pursuant to Chapter 28E.12 of the Iowa Code; Resolution Approving a Contract for Roadway Maintenance Services on Iowa Highway 14 from Iowa Avenue to Woodland Street between the City of Marshalltown, Iowa, and the Iowa Department of Transportation Created Pursuant to Chapter 28E.12 of the Iowa Code; Resolution Approving Contract Change Order #3 for the Linn Creek Trailhead and Bridge Project, #TRL24001 and TRL24002, a Project Completion Date Extension; Resolution Approving Contract Change Order #5 for the Riverview Park Project, #PRK23001, an increase of \$20,242.93; Resolution Initiating A Text Amendment To Chapter 156: Zoning, Accessory Dwelling Units, Board of Adjustment Procedures, Residential Building Materials. Motion carried 7-0.

RESOLUTIONS

Motion by Jeff Schneider, second by Greg Nichols to approve Resolution Accepting Bid for the 2025 Residential Demolition Project. Carol Webb, City Administrator advised that an RFP was reissued for 3 of the original 6 properties to include 908 S 9th Ave, 704 Lee St, and 307 N 13th Ave. There were three bids received and the lowest responsive, responsible bidder was Lansing Brothers Construction Co. Inc. at \$62,350.00. Motion carried 7-0.

Motion by Greg Nichols, second by Jeff Schneider to approve Resolution Accepting Bid and Authorizing the Award of Contract for the 2025 PCC Patch Repair Project, #STR23002 in the City of Marshalltown, Iowa in the Amount of \$305,476.00 to Cedar Falls Construction Company, Inc. Heather Thomas, Public Works, advised 11 bids were received for the project. Additional repairs may be added through a change order to utilize the budget. Motion carried 7-0.

Motion by Mike Ladehoff, second by Mark Mitchell to approve Resolution Approving a 28E Agreement with Marshalltown Community School District Regarding Sharing of Costs to Replace a Public Storm Sewer Pipe Under Franklin Field. Motion carried 7-0.

Motion by Jeff Schneider, second by Mike Ladehoff to approve Resolution Authorizing the City to Apply for the 2026 Iowa Thriving Communities Designation through the Iowa Economic Development Authority. Carol Webb, City Administrator, advised the application deadline is May 12th. The City must complete an updated Comprehensive Plan and Housing Study as part of the application. Motion carried 7-0.

Motion by Jeff Schneider, second by Greg Nichols to approve Resolution Authorizing the Use of Council-Designated Local Option Sales Tax to Update the City's Comprehensive Plan and Housing Study. Carol Webb, City Administrator, requested up to \$160,000 to complete these items. The Marshalltown Area Chamber of Commerce has committed up to \$20,000 in funding. The council-designated local option sales tax balance for FY26 is projected at \$1,964,525. RFPs will be issued if approved. Motion carried 7-0.

Mayor Greer opened the public hearing at 5:53 pm for the fiscal year 2025 budget amendment. Diana Steiner, Finance Director, advised that a budget amendment is required when expenditures within the 9 function areas of the budget are exceeded. With new grants, updated projects, and rising costs, staff recommends completing a budget amendment. Budget amendments must be filed with the Marshall County Auditor by May 31st. This amendment does not increase property taxes. No written or public comments were received. The public hearing was closed at 5:58 pm. Motion by Gary Thompson, second by Jeff Schneider to approve the Resolution to Approve the FY25 Budget Amendment. Motion carried 7-0.

Mayor Greer opened the public hearing at 5:58 pm for the fiscal year 2026 budget. Diana Steiner, Finance Director, advised the decisions Council has made during the January through April meetings have been incorporated into the official budget documents. The proposed tax levy of \$16.00 for every \$1,000 of taxable value maintains financial resources for fiscal year 2026 and prevents large tax levy fluctuations from year to year. This is the same levy rate as the current fiscal year. The FY26 General Fund 001 budget is balanced. The City used \$1,076,145 of Council Designated Local Option Sales Tax for the General Fund 001 and \$86,528 for the City Building Maintenance Fund. No new bonds will be issued. No written or public comments were received. The public hearing was closed at 6:00 pm. Motion by Greg Nichols, second by Jeff Schneider to approve the Resolution to Approve the FY26 Budget. Motion carried 7-0.

Mayor Greer opened the public hearing at 6:01 pm for the fiscal year 2026 consolidated transit funding application. Kevin Pigors, Transit Administrator, advised that the request for an estimated revenue of \$701,525 will help cover a portion of our annual operating expenses. The federal operating grant, up to \$420,829, is matched locally dollar for dollar. The state operating grant is 1.45080874% of the state pool of funds set aside, which is estimated to be \$280,696. The federal capital assistance grant for \$552,670, has a 15% local match of \$97,530 for the replacement of one 40-ft heavy-duty bus. No written or public comments were received. The public hearing was closed at 6:02 pm. Motion by Jeff Schneider, second by

Mike Ladehoff to approve the Resolution Approving FY26 Consolidated Transit Funding Application for the Marshalltown Municipal Transit Program. Motion carried 7-0.

ORDINANCES

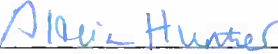
Motion by Mike Ladehoff, second by Jeff Schneider to adopt First Reading of Ordinance 15100 to Amend the Official Zoning Map for Lots 166, 167, 168, 169, 170, 171, 172, 173, 174, and 175 in Melrose Park Addition to the Town of Marshall, Marshall County, Iowa from Medium Density Residential Zoning District to General Industrial Zoning District. Clayton Ender, Assistant Director of Housing and Community Development, advised that JBS has purchased these properties and petitioned for the rezoning as part of their stormwater detention basin and distribution center expansion project. Plan and Zoning recommended the approval of the ordinance as written. Staff recommended that this rezoning be subject to conditions restricting land usage beyond the standard land use restrictions to support consistency with the comprehensive plan while also supporting the JBS Swift & Co. expansion. The public hearing on this ordinance will be held at the May 12th meeting. Public comment was received during the first reading. Motion carried 6-1, Mark Mitchell dissenting.

ADJOURNMENT

The meeting was adjourned at 6:19 pm.

Respectfully Submitted,

CITY OF MARSHALLTOWN, IOWA



Alicia Hunter, CMC, City Clerk

Joel Greer, Mayor

ATTEST:

Alicia Hunter, CMC, City Clerk

BILL LIST 05/12/25

Buildings/Improvements

Electric.Supply/1 1,008.08

Consulting & Professional Fees

AHLERS.COONEY/2 8,460.10
Bernie.Lowe/1 42.42
Bolton&Menk.Inc/1 14,061.25
Health.Partners/2 23,151.43
Region 6/1 272.00
Stanard.Assoc/1 347.50
WHKS.Co/1 360.00

Contracts

ARL/1 7,210.67
Backflow.Preven/1 6,400.00
BDH/32 9,050.34
BG.HVAC.INC/3 1,114.05
Chamber.Commerc/1 25,000.00
City.Laundering/2 175.91
Construct/1 285,380.88
EO Johnson Co/1 384.30
Eocene Envir Gr/1 6,765.34
HCI50158 Invest/1 265,238.88
Hudnutt, Tonya/1 120.00
Marco.Holdings/1 2,806.22
MarshalltownCBD/1 12,500.00
Midwest Office/1 98.69
Mobotrex.Inc./1 600.00
Mtn.Aviation/2 4,791.00
Mtn.Wtrwrks/1 15.00
Nagle,Signs/1 2,313.01
Prairie Waste/3 1,150.28
Premier.Equip/1 74.64
Region 6/3 6,739.00
RICOH.USA.INC/1 180.45
Safe Building/1 8,250.00
Schendel.Pest.C/5 317.12
Sensys Gatso/1 9,275.00
Stericycle.Inc/2 149.06
Tafta,J/2 1,500.00
Unified.Contr./1 818.00
Veenstra & Kimm/1 52,847.25
WRH Inc/1 1,828.09

Medical

Bernie.Lowe/1 18,872.61
Covenant Workpl/1 419.90
HARTFORD.ACCTS/2 6,777.00
Health.Partners/8 220,246.39
Hunter Lane LLC/1 51.95

Payroll.Net

Payroll/1 348,372.50

Refund/Reimbursed

Verita Tele Cor/1 10,050.00
Vogeler,Matthew/1 150.00
Zue, Reh/1 71.64

Rents/Leases

201 E Main MT/13 5,278.00

6 Pack Propert/1 724.00
A.White/1 105.00
Ackley.Housing/6 1,190.00
Arrowhead Homes/1 292.00
Bahr,Larry/1 781.00
BJ&J.LLC/1 284.00
BLOOD,A/1 420.00
Blue Fund I/2 866.00
Borota,K/3 1,280.00
Brodin,C/1 67.00
Brown, Larry/1 343.00
Buchanan,Steven/1 240.00
Buckaroo.LLC/3 1,589.00
CIRSI/7 583.00
Clock Tower Sen/10 3,292.00
CMHC.INVEST/1 199.00
Conzalez, Renat/1 622.00
Crestview Apts/22 8,073.00
D.D.Rentals/6 2,931.00
Daters, Toni Ra/1 360.00
Douglas Ter Apt/5 1,850.00
Ealy, Carol/1 469.00
EPC LLC/3 680.00
Etter, Connie/1 650.00
Eubanks,C/1 296.00
Flores, Antonio/1 574.00
Friendly.Valley/3 356.00
Gooding, David/1 657.00
Gorrell, Joseph/1 344.00
Gray,D/4 2,434.00
Gutierrez,Humbe/2 643.00
Hala,J/5 1,561.00
Hatch,R/2 1,204.00
HAVELKA,B/1 696.00
HESSENIUS,R/1 817.00
Hilltop.Village/2 483.00
Hinmon,Linda/1 236.00
Ho Phi Nguyen/1 347.00
House Harvester/1 350.00
Housing Auth Or/1 1,932.00
HousingAuth Tam/1 1,786.00
HOWARD,J/1 171.00
Hubbard MapleSt/1 192.00
Inman, Jeffrey/1 550.00
JBI.COOP.Assn/4 1,723.00
JDL.Rental.Coop/1 496.00
JMADD Propertie/1 432.00
Judge, John/1 353.00
Judge,M/12 3,258.00
Kading Prop LLC/4 3,398.00
Kramer, Marcia/1 71.00
Lawthers.Prop.M/2 1,113.00
Linton, Tyler/2 634.00
Lopez, Jaime/1 455.00
LUENSE,B/5 2,738.00

BILL LIST 05/12/25

Manus&Michelle/1	295.00	Housing Auth Or/1	54.64
Marion Manor I/1	260.00	HousingAuth Tam/1	54.64
MD Kruse Enter/1	184.00	Jara, Laura/1	30.00
Moore, Michelle/1	317.00	Jordan, Darrell/1	12.00
Mtown Lofts LLC/19	7,701.00	Karl of Mtown/1	621.50
Mtown/Westown/22	6,263.00	Language Line/1	267.64
Nelson FamTrust/1	210.00	Louis, Marie/2	14.00
North.Tama.Hsg/1	60.00	Macqueen.Equip/1	268.00
Oetker,D/3	325.00	McFarland.Cl/2	279.04
Palisade.Holdng/1	271.00	Mediacom/3	912.48
Park.Elms,LLC/5	1,664.00	Menards/3	58.68
Plymat Jr, Will/1	554.00	Mobotrex.Inc./2	1,152.00
Premier.RE.Mgmt/7	3,292.00	Mtwn.Aviation/2	121.37
PremierIowaCity/9	2,665.00	Mtwn.Wtrwrks/2	883.60
Prime Property/1	267.00	Murphy Tractor/1	2,923.67
Pyramid Propert/4	868.00	ONE.SOURCE/4	209.00
RA.Rental.Prop/4	1,643.00	Patton,Camille/1	26.00
Ramirez, Sergio/1	367.00	Plumb.Supply/1	184.05
Redborg,Kirsten/2	764.00	Rasmussen,Lynn/1	50.00
Reed,T/3	1,490.00	Reiong, Elizabe/1	34.00
Rice, Quinton/1	411.00	Renaud, Rachell/1	35.00
River.Birch/4	1,602.00	RICOH.USA.INC/1	180.46
River.Oaks/4	1,518.00	SanDiegoHousing/1	54.64
RMB Cooperative/2	564.00	Stiegelmeier, C/1	10.00
Rural Revival/2	1,015.00	T-Mobile/2	1,334.64
SanDiegoHousing/1	2,648.00	Wallace, Yianna/1	41.00
Schmidt,M/3	1,999.00	Weatherly,Cass/1	31.00
Shugarland Apts/1	290.00	Wickham,Michael/1	680.00
Soto, Angela/1	763.00	Wirth, Tammy/1	28.00
Stalzer, Jason/1	79.00		
Sweet Pea Prop/2	813.00	Sewer	
Swift, Scott/1	437.00	Mtwn.Wtrwrks/6	251.26
Tallcorn.Tower/12	3,354.00		
TAYLOR,M/1	359.00	Supplies/Parts	
TOWN.APARTMENT/3	894.00	Ack.Entprs/1	296.93
Troutner,T/1	108.00	Acme.Tools/1	349.99
TTLIC.Hsg/4	2,232.00	Airey, Tammy/1	23.52
Ultimate Prop M/1	456.00	Arnold.Motor/11	1,057.24
Walker, Angela/1	312.00	Atticus Enter/1	225.00
Worsfold Farm/1	377.00	BDH/2	1,590.00
		Bitumnous/2	1,030.79
Service/Repairs		BLUEGLOBES.INC/1	240.85
AG.LIME.TRUCKG/3	1,420.00	Bound.Tree.Medi/1	21.10
Airgas USA Inc/1	72.05	Browns.Shoe.Fit/1	122.39
Armor Express/1	12.91	Cessford/3	4,662.45
Atticus Enter/1	1,930.60	City.Laundering/4	158.12
Bly,Josh/2	1,380.00	Consolidated.Wa/1	2,032.28
Brown, Jonathan/1	7.00	CTI Ready Mix/5	4,768.00
Central IA Tow/1	155.00	Diamond Vogel/3	8,470.00
Chandler, Bryan/1	20.00	Electric.Supply/1	216.00
Cline, Troy/1	770.00	Eurofins Enviro/1	256.40
Ed.M.Feld.Eq/2	2,883.64	Fast Lane Auto/1	211.48
Electric.Supply/2	450.80	Fastenal.Co/1	15.50
Fisher, Joseph/1	28.00	Fire Serv Trn/1	50.00
Garcia, Miguel/1	750.00	Galls.LLC/1	172.59
Hannam.Autom/3	3,332.49	Gillig.LLC/1	2,828.27
		Grimes.Asphalt/1	2,197.90

BILL LIST 05/12/25

Interst.Battery/1	31.80
Interstate Batt/3	1,004.55
Karl of Mtown/1	463.15
LARRY'S.TOWING/2	125.00
Logan.Contract/3	2,767.98
Macqueen.Equip/2	98.89
Marsh.Co.Engr/22	18,387.78
Martin.Marietta/2	379.44
Menards/19	904.98
Microbac Lab/2	511.00
Midland.Scienti/6	654.14
Murphy Tractor/1	782.01
Office.Express/2	384.89
Reliant.Fire.Ap/1	2,181.58
SE.Jones.Indust/1	786.50
ShoBiz,Minutema/2	80.44
Star.Equipmt/2	12.60
Steckelberg Vet/1	42.75
Thiesens.Supply/26	1,618.63
Titan.Machinery/1	357.48
Tri.State.Lock/1	160.00
Van.Meter.Inc/1	4,364.28
Utilities	
Alliant.Energy/63	34,490.82
I.R.U.A./2	358.88
Mtwn.Aviation/1	62.50
Mtwn.Wtrwrks/19	9,797.25
WoodRiver.Enrgy/3	2,383.23
Wage Assignment	
American.Educa./1	64.41
Collection.Svs./5	1,228.86
Colonial.Life/1	271.49
Fidelity Securi/2	467.90
GaldamezPalma,M/1	50.00
I.R.S./6	93,095.54
IA.Treasurer/2	14,162.36
ICMA457Mission/11	13,976.55
Polk.Co.Sheriff/1	433.00
SarabiaGarcia,V/1	25.00
TotalAdmin.Serv/4	8,374.65
Total/738	1,749,320.86

BILL LIST 05/12/25

Account Number	Vendor Name	Description (Item)	Amount
184.5030.5242.000	201 E Main MT LLC	Rent Assistance	\$ 449.00
184.5030.5242.000	201 E Main MT LLC	Rent Assistance	\$ 462.00
184.5030.5242.000	201 E Main MT LLC	Rent Assistance	\$ 351.00
184.5030.5242.000	201 E Main MT LLC	Rent Assistance	\$ 319.00
184.5030.5242.000	201 E Main MT LLC	Rent Assistance	\$ 318.00
184.5030.5242.000	201 E Main MT LLC	Rent Assistance	\$ 444.00
184.5030.5242.000	201 E Main MT LLC	Rent Assistance	\$ 460.00
184.5030.5242.000	201 E Main MT LLC	Rent Assistance	\$ 287.00
184.5030.5242.000	201 E Main MT LLC	Rent Assistance	\$ 465.00
184.5030.5242.000	201 E Main MT LLC	Rent Assistance	\$ 675.00
184.5030.5242.000	201 E Main MT LLC	Rent Assistance	\$ 273.00
184.5030.5242.000	201 E Main MT LLC	Rent Assistance	\$ 462.00
184.5030.5242.000	201 E Main MT LLC	Rent Assistance	\$ 313.00
184.5030.5242.000	6 Pack Properties LLC	Rent Assistance	\$ 724.00
690.8050.5565.000	ACK Enterprises	Transit seal service kit	\$ 296.93
184.5030.5242.000	Ackley Housing Inc	Rent Assistance	\$ 107.00
184.5030.5242.000	Ackley Housing Inc	Rent Assistance	\$ 149.00
184.5030.5242.000	Ackley Housing Inc	Rent Assistance	\$ 202.00
184.5030.5242.000	Ackley Housing Inc	Rent Assistance	\$ 231.00
184.5030.5242.000	Ackley Housing Inc	Rent Assistance	\$ 295.00
184.5030.5242.000	Ackley Housing Inc	Rent Assistance	\$ 206.00
110.2010.5718.000	ACME Tools	Dewalt 20B max pencil vibrator	\$ 349.99
001.4030.5386.000	AG LIME TRUCKING & MOWING INC	Contract mowings	\$ 590.00
001.4045.5386.000	AG LIME TRUCKING & MOWING INC	Contract mowings	\$ 300.00
110.2010.5386.000	AG LIME TRUCKING & MOWING INC	Contract mowings	\$ 530.00
001.6040.5236.000	Ahlers & Cooney	Labor relations	\$ 70.00
690.8050.5234.000	Ahlers & Cooney	Labor relations	\$ 8,390.10
001.4041.5600.000	Airey, Tammy	Martial Arts supplies	\$ 23.52
110.2010.5380.000	Airgas USA Inc	Street dept rentals	\$ 72.05
001.1030.5481.000	Alliant Energy	25 N Center St Civil Defense Sirens	\$ 100.00
001.1030.5481.000	Alliant Energy	7 W State St tornado siren	\$ 48.38
001.1099.5481.000	Alliant Energy	909 S 2nd St Fire & Police Bldg	\$ 5,209.46
001.1099.5482.000	Alliant Energy	909 S 2nd St Fire & Police Bldg	\$ 253.80
001.2020.5481.000	Alliant Energy	NE corner S 1st Ave / Church St parking lot	\$ 159.80
001.2080.5481.000	Alliant Energy	2651 170th St Runway lights	\$ 145.73
001.2080.5481.000	Alliant Energy	2651 170th St TEMP	\$ 436.70
001.4010.5480.000	Alliant Energy	105 W Boone St- Library	\$ 2,130.25
001.4030.5481.000	Alliant Energy	311 E ANSON ST PARK	\$ 30.89
001.4030.5481.000	Alliant Energy	802 S 3rd St Skate Park	\$ 18.55
001.4030.5481.000	Alliant Energy	915 S 4th Ave Anson Park	\$ 26.28
001.4030.5481.000	Alliant Energy	108 N 2nd Ave Alley - Farmers Market	\$ 21.21
001.4030.5481.000	Alliant Energy	Highland Acres Rd	\$ 32.31
001.4030.5481.000	Alliant Energy	Broadmore Assistance League	\$ 13.66
001.4030.5481.000	Alliant Energy	220 N 13th St Rest room	\$ 39.61
001.4030.5481.000	Alliant Energy	N 13th St	\$ 147.89
001.4030.5481.000	Alliant Energy	Arnolds Park	\$ 12.96
001.4030.5481.000	Alliant Energy	516 N 3rd St Elks Park	\$ 25.76
001.4030.5481.000	Alliant Energy	500 Plaza Hts Rd	\$ 44.00
001.4030.5481.000	Alliant Energy	407 Marion St	\$ 24.17
001.4030.5481.000	Alliant Energy	S 3rd Ave Kiwanis Park	\$ 34.93
001.4030.5482.000	Alliant Energy	402 Woodland St Comm Bldg	\$ 52.98
001.4045.5481.000	Alliant Energy	212 Washington St Aquatic Center	\$ 262.18
001.4065.5481.000	Alliant Energy	10 W State St COLISEUM	\$ 3,144.14
001.4065.5482.000	Alliant Energy	10 W State St COLISEUM	\$ 388.66
001.6050.5481.000	Alliant Energy	24 N Center St Municipal Bldg	\$ 142.33
001.6051.5481.000	Alliant Energy	36 N Center St- Carnegie Bldg	\$ 1,070.47
001.6051.5482.000	Alliant Energy	36 N Center St- Carnegie Bldg	\$ 274.79
110.2030.5481.000	Alliant Energy	S 6th Street	\$ 56.27
110.2030.5481.000	Alliant Energy	MARSHALLTOWN	\$ 18,232.08
110.2030.5481.000	Alliant Energy	407 Player St Bridge Light	\$ 73.28
110.2030.5481.000	Alliant Energy	17 N Center St metered	\$ 28.60

110.2030.5481.000 Alliant Energy	3098 Lincoln Way sign	\$	32.99
110.2030.5481.000 Alliant Energy	6 S 2nd St Alley	\$	42.59
110.2030.5481.000 Alliant Energy	36 W Main St alley	\$	40.22
110.2030.5481.000 Alliant Energy	106 S Center St metered	\$	40.10
110.2030.5481.000 Alliant Energy	220 E Main St alley	\$	42.20
110.2030.5481.000 Alliant Energy	1707 Laurel Dr Viaduct Light	\$	31.48
110.2030.5481.000 Alliant Energy	404 1/2 S Center St Viaduct	\$	77.32
110.2030.5481.000 Alliant Energy	N Center St & Church St	\$	37.30
110.2030.5481.000 Alliant Energy	36 E Main St Alley	\$	39.83
110.2030.5481.000 Alliant Energy	120 E Main St Alley	\$	47.50
110.2030.5481.000 Alliant Energy	Market St Bridge lights	\$	68.25
110.2030.5481.000 Alliant Energy	N 13th Street lights	\$	102.41
110.2030.5481.000 Alliant Energy	25 N 13th St	\$	54.72
110.2030.5481.000 Alliant Energy	207 W Main St	\$	41.29
110.2040.5481.000 Alliant Energy	219 Westwood flashing lights	\$	23.80
110.2040.5481.000 Alliant Energy	E Anson St & 4th Ave	\$	23.80
110.2040.5481.000 Alliant Energy	5 N 5th St & State St	\$	23.80
110.2040.5481.000 Alliant Energy	E Anson St & 3rd Ave	\$	56.25
110.2040.5481.000 Alliant Energy	S Center St & Boone St	\$	42.88
110.2040.5481.000 Alliant Energy	S Center St & Linn St	\$	35.65
110.2040.5481.000 Alliant Energy	S 1st Ave & E Anson St	\$	50.70
110.2040.5481.000 Alliant Energy	S 3rd Ave & Linn St	\$	99.88
110.2040.5481.000 Alliant Energy	Westwood Dr & Center St	\$	35.49
110.2040.5481.000 Alliant Energy	W Meadowlane & Center St	\$	41.34
110.2040.5481.000 Alliant Energy	S Center St & South St	\$	39.14
110.2040.5481.000 Alliant Energy	S Center St & Anson	\$	59.21
110.2040.5481.000 Alliant Energy	W High St & S 6th St	\$	27.14
110.2040.5481.000 Alliant Energy	S Center St & Olive St	\$	45.27
110.2040.5481.000 Alliant Energy	S 6th St & Olive St	\$	34.11
610.8016.5481.000 Alliant Energy	S 2nd St & Player St	\$	348.03
610.8016.5481.000 Alliant Energy	N 22nd St	\$	124.01
999.1121.000 American Education Services	Wage Withholding	\$	64.41
001.1090.5331.000 Animal Rescue League	Annual contract -animals within city limits	\$	7,210.67
001.1010.5360.000 Armor Express	freight	\$	12.91
001.1010.5565.000 Arnold Motor Supply	PD parking assist sensors	\$	438.07
001.1010.5565.000 Arnold Motor Supply	PD Stock engine oil filters	\$	145.94
001.4030.5562.000 Arnold Motor Supply	Safety stripe std heater	\$	4.79
110.2010.5565.000 Arnold Motor Supply	Bucket truck sensor assembly	\$	38.98
110.2010.5600.000 Arnold Motor Supply	Street - hydraulic fittings	\$	81.38
110.2010.5600.000 Arnold Motor Supply	Street dept markers	\$	32.86
110.2010.5600.000 Arnold Motor Supply	Street #9 lighter receptacle wires	\$	15.93
110.2010.5600.000 Arnold Motor Supply	hydraulic fittings	\$	173.54
110.2010.5600.000 Arnold Motor Supply	hydro couplers	\$	86.77
110.2030.5565.000 Arnold Motor Supply	Utility truck tire pressure sensor	\$	19.49
110.2040.5565.000 Arnold Motor Supply	Utility truck tire pressure sensor	\$	19.49
184.5030.5242.000 Arrowhead Homes LLC	Rent Assistance	\$	292.00
140.4030.5609.000 Atticus Enterprises LLC	Redmond American Linden	\$	225.00
364.2020.5348.000 Atticus Enterprises LLC	Trees, grasses, flowers	\$	1,930.60
001.4030.5342.000 B&G HVAC INC	Park and Rec shop heat repair	\$	125.00
001.4030.5342.000 B&G HVAC INC	Riverview Park drinking fountain repairs	\$	585.15
001.4030.5342.000 B&G HVAC INC	MSA complex water line repair	\$	403.90
001.1099.5342.000 Backflow Prevention Services of Iowa	Police & Fire bldg replace backflow preventer	\$	6,400.00
184.5030.5242.000 Bahr, Larry	Rent Assistance	\$	781.00
001.1010.5347.000 BDH INFORMATION TECHNOLOGY LLC	PD-4500 Veeam Backup & Recovery	\$	54.00
001.1010.5347.000 BDH INFORMATION TECHNOLOGY LLC	PD Covert internet service	\$	79.34
001.1010.5347.000 BDH INFORMATION TECHNOLOGY LLC	Block time- 20hrs Police dept	\$	1,266.25
001.4010.5347.000 BDH INFORMATION TECHNOLOGY LLC	Block time- 10 hrs Library	\$	633.13
001.4030.5344.000 BDH INFORMATION TECHNOLOGY LLC	FortiGate for Public Works Campus Computers	\$	152.88
001.4030.5703.000 BDH INFORMATION TECHNOLOGY LLC	cable for Parks computer	\$	20.00
001.6070.5347.000 BDH INFORMATION TECHNOLOGY LLC	Standalone Advanced SPAM/virus emailing	\$	175.00
001.6070.5347.000 BDH INFORMATION TECHNOLOGY LLC	SentinelOne Singularity complete advanced EDR	\$	168.00
001.6070.5347.000 BDH INFORMATION TECHNOLOGY LLC	SIEM infrastructure device monitoring service	\$	650.00
001.6070.5347.000 BDH INFORMATION TECHNOLOGY LLC	Aquatic Ctr remote monitoring & management	\$	20.00
001.6070.5347.000 BDH INFORMATION TECHNOLOGY LLC	Finance remote monitoring & mangement	\$	25.00

001.6070.5347.000 BDH INFORMATION TECHNOLOGY LLC	Admin remote monitoring & management	\$	25.00
001.6070.5347.000 BDH INFORMATION TECHNOLOGY LLC	Parks remote monitoring & management	\$	30.00
001.6070.5347.000 BDH INFORMATION TECHNOLOGY LLC	Coliseum remote monitoring & management	\$	40.00
001.6070.5347.000 BDH INFORMATION TECHNOLOGY LLC	Block time - 50hrs General Fund	\$	3,165.62
001.6070.5347.000 BDH INFORMATION TECHNOLOGY LLC	Housing remote monitoring & management	\$	60.00
001.6070.5347.000 BDH INFORMATION TECHNOLOGY LLC	City Hall remote monitoring & management	\$	130.00
001.6070.5347.000 BDH INFORMATION TECHNOLOGY LLC	SIEM server device monitoring service	\$	200.00
001.6070.5347.000 BDH INFORMATION TECHNOLOGY LLC	Police remote monitoring & management	\$	390.00
001.6070.5347.000 BDH INFORMATION TECHNOLOGY LLC	Library remote monitoring & management	\$	145.00
001.6070.5347.000 BDH INFORMATION TECHNOLOGY LLC	Fire dept remote monitoring	\$	165.00
001.6070.5347.000 BDH INFORMATION TECHNOLOGY LLC	City Council remote monitoring	\$	35.00
001.6070.5347.000 BDH INFORMATION TECHNOLOGY LLC	Veeam Monthly subsc -Tyler users	\$	198.00
110.2010.5344.000 BDH INFORMATION TECHNOLOGY LLC	FortiGate for Public Works Campus Computers	\$	436.80
110.2010.5347.000 BDH INFORMATION TECHNOLOGY LLC	PW remote monitoring & management	\$	60.00
110.2010.5347.000 BDH INFORMATION TECHNOLOGY LLC	PW-4500 Veeam Backup & recovery	\$	18.00
110.2040.5344.000 BDH INFORMATION TECHNOLOGY LLC	FortiGate for Public Works Campus Computers	\$	65.52
110.2060.5347.000 BDH INFORMATION TECHNOLOGY LLC	Engineering remote monitoring & management	\$	95.00
110.2060.5347.000 BDH INFORMATION TECHNOLOGY LLC	PW-4500 Veeam Backup & recovery	\$	18.00
140.4030.5718.000 BDH INFORMATION TECHNOLOGY LLC	Set up Aquatic Ctr cameras	\$	1,570.00
610.8015.5347.000 BDH INFORMATION TECHNOLOGY LLC	Veeam Backup & recovery WPCP	\$	18.00
610.8015.5347.000 BDH INFORMATION TECHNOLOGY LLC	WPCP remote monitoring & management	\$	75.00
690.8050.5344.000 BDH INFORMATION TECHNOLOGY LLC	FortiGate for Public Works Campus Computers	\$	436.80
690.8050.5347.000 BDH INFORMATION TECHNOLOGY LLC	Transit remote monitoring	\$	20.00
881.1050.5230.000 BERNIE LOWE & ASSOC Inc	Paid medical claims	\$	42.42
881.1050.5339.000 BERNIE LOWE & ASSOC Inc	Paid medical claims	\$	18,872.61
110.2010.5617.000 Bitumnous Materials & Supply	emulsified asphalt	\$	555.02
110.2010.5617.000 Bitumnous Materials & Supply	emulsified asphalt	\$	475.77
184.5030.5242.000 BJ&J LLC	Rent Assistance	\$	284.00
184.5030.5242.000 Blood, Alex	Rent Assistance	\$	420.00
184.5030.5242.000 Blue Fund I	Rent Assistance	\$	598.00
184.5030.5242.000 Blue Fund I	Rent Assistance	\$	268.00
001.2080.5600.000 BLUEGLOBES, INC.	Airport light bulbs	\$	240.85
001.4030.5386.000 Bly, Josh	Contract mowings	\$	1,100.00
740.8067.5386.000 Bly, Josh	Contract mowings	\$	280.00
364.4030.5233.000 Bolton & Menk Inc	Water Plaza Const Contract 3/15/25-4/11/25	\$	14,061.25
184.5030.5242.000 Borota, Kent	Rent Assistance	\$	310.00
184.5030.5242.000 Borota, Kent	Rent Assistance	\$	420.00
184.5030.5242.000 Borota, Kent	Rent Assistance	\$	550.00
001.1050.5630.000 Bound Tree Medical LLC	Fire dept oxygen tubing	\$	21.10
184.5030.5242.000 Brodin, Chris	Rent Assistance	\$	67.00
184.5030.5246.000 Brown, Jonathan	Rent Assistance	\$	7.00
184.5030.5242.000 Brown, Larry	Rent Assistance	\$	343.00
001.1050.5132.000 BROWNS SHOE FIT CO	Fire dept employee boots	\$	122.39
184.5030.5242.000 Buchanan, Steven	Rent Assistance	\$	240.00
184.5030.5242.000 Buckaroo LLC	Rent Assistance	\$	478.00
184.5030.5242.000 Buckaroo LLC	Rent Assistance	\$	521.00
184.5030.5242.000 Buckaroo LLC	Rent Assistance	\$	590.00
184.5030.5242.000 CENTRAL IOWA RESIDENTIAL SERV INC	Rent Assistance	\$	77.00
184.5030.5242.000 CENTRAL IOWA RESIDENTIAL SERV INC	Rent Assistance	\$	122.00
184.5030.5242.000 CENTRAL IOWA RESIDENTIAL SERV INC	Rent Assistance	\$	117.00
184.5030.5242.000 CENTRAL IOWA RESIDENTIAL SERV INC	Rent Assistance	\$	97.00
184.5030.5242.000 CENTRAL IOWA RESIDENTIAL SERV INC	Rent Assistance	\$	20.00
184.5030.5242.000 CENTRAL IOWA RESIDENTIAL SERV INC	Rent Assistance	\$	71.00
184.5030.5242.000 CENTRAL IOWA RESIDENTIAL SERV INC	Rent Assistance	\$	79.00
001.1010.5359.000 Central Iowa Towing & Recovery Inc	PD vehicle accident tow	\$	155.00
110.2010.5620.000 Cessford	Street dept crushed rock	\$	316.65
110.2010.5620.000 Cessford	Street dept crushed rock	\$	1,743.90
110.2010.5620.000 Cessford	Street dept crushed rock	\$	2,601.90
184.5030.5246.000 Chandler, Bryan	Rent Assistance	\$	20.00
110.2010.5342.000 CITY LAUNDERING COMPANY	cleaning and insurance	\$	146.66
110.2010.5342.000 CITY LAUNDERING COMPANY	cleaning and insurance	\$	29.25
110.2010.5600.000 CITY LAUNDERING COMPANY	supplies	\$	33.30
110.2010.5600.000 CITY LAUNDERING COMPANY	supplies	\$	38.30
690.8050.5132.000 CITY LAUNDERING COMPANY	Transit dept - uniform cleaning	\$	43.26

690.8050.5132.000 CITY LAUNDERING COMPANY	Transit dept - uniform cleaning	\$ 43.26
001.1075.5263.000 Cline, Troy	City owned property mowings	\$ 770.00
184.5030.5242.000 Clock Tower Senior LP	Rent Assistance	\$ 287.00
184.5030.5242.000 Clock Tower Senior LP	Rent Assistance	\$ 331.00
184.5030.5242.000 Clock Tower Senior LP	Rent Assistance	\$ 341.00
184.5030.5242.000 Clock Tower Senior LP	Rent Assistance	\$ 388.00
184.5030.5242.000 Clock Tower Senior LP	Rent Assistance	\$ 450.00
184.5030.5242.000 Clock Tower Senior LP	Rent Assistance	\$ 613.00
184.5030.5242.000 Clock Tower Senior LP	Rent Assistance	\$ 244.00
184.5030.5242.000 Clock Tower Senior LP	Rent Assistance	\$ 211.00
184.5030.5242.000 Clock Tower Senior LP	Rent Assistance	\$ 327.00
184.5030.5242.000 Clock Tower Senior LP	Rent Assistance	\$ 100.00
184.5030.5242.000 CMHC Investments LLC	Rent Assistance	\$ 199.00
999.1121.000 Collection Services Center	Child Support	\$ 139.77
999.1121.000 Collection Services Center	Child Support	\$ 423.86
999.1121.000 Collection Services Center	Child Support	\$ 101.59
999.1121.000 Collection Services Center	Child Support	\$ 102.11
999.1121.000 Collection Services Center	Child Support	\$ 461.53
999.1133.000 Colonial Life	COLONIAL LIFE INSURANCE	\$ 271.49
610.8015.5600.000 CONSOLIDATED WATER SOLUTIONS	polymer for DAF	\$ 2,032.28
364.4030.5342.000 CONSTRUCT INC	Riverview Park Phase 1 Const 4/1-4/30/25	\$ 285,380.88
884.7010.5339.000 Covenant Workplace Solutions	May EAP services	\$ 419.90
184.5030.5242.000 Crestview Apts LLC	Rent Assistance	\$ 437.00
184.5030.5242.000 Crestview Apts LLC	Rent Assistance	\$ 431.00
184.5030.5242.000 Crestview Apts LLC	Rent Assistance	\$ 248.00
184.5030.5242.000 Crestview Apts LLC	Rent Assistance	\$ 455.00
184.5030.5242.000 Crestview Apts LLC	Rent Assistance	\$ 465.00
184.5030.5242.000 Crestview Apts LLC	Rent Assistance	\$ 226.00
184.5030.5242.000 Crestview Apts LLC	Rent Assistance	\$ 282.00
184.5030.5242.000 Crestview Apts LLC	Rent Assistance	\$ 486.00
184.5030.5242.000 Crestview Apts LLC	Rent Assistance	\$ 204.00
184.5030.5242.000 Crestview Apts LLC	Rent Assistance	\$ 650.00
184.5030.5242.000 Crestview Apts LLC	Rent Assistance	\$ 192.00
184.5030.5242.000 Crestview Apts LLC	Rent Assistance	\$ 445.00
184.5030.5242.000 Crestview Apts LLC	Rent Assistance	\$ 144.00
184.5030.5242.000 Crestview Apts LLC	Rent Assistance	\$ 339.00
184.5030.5242.000 Crestview Apts LLC	Rent Assistance	\$ 420.00
184.5030.5242.000 Crestview Apts LLC	Rent Assistance	\$ 420.00
184.5030.5242.000 Crestview Apts LLC	Rent Assistance	\$ 422.00
184.5030.5242.000 Crestview Apts LLC	Rent Assistance	\$ 424.00
184.5030.5242.000 Crestview Apts LLC	Rent Assistance	\$ 424.00
184.5030.5242.000 Crestview Apts LLC	Rent Assistance	\$ 430.00
184.5030.5242.000 Crestview Apts LLC	Rent Assistance	\$ 80.00
184.5030.5242.000 Crestview Apts LLC	Rent Assistance	\$ 449.00
110.2010.5617.000 CTI Ready Mix Inc	Edgebrook & 5th Ave	\$ 1,756.00
110.2010.5617.000 CTI Ready Mix Inc	Edgebrook & 5th Ave	\$ 775.00
355.1075.5600.000 CTI Ready Mix Inc	Underground vault fill 101 W Main St	\$ 1,240.00
740.8065.5600.000 CTI Ready Mix Inc	S 2nd St storm sewer repair	\$ 720.00
740.8065.5600.000 CTI Ready Mix Inc	Orchard Dr storm sewer repair	\$ 277.00
184.5030.5242.000 D & D RENTALS INC	Rent Assistance	\$ 1,025.00
184.5030.5242.000 D & D RENTALS INC	Rent Assistance	\$ 615.00
184.5030.5242.000 D & D RENTALS INC	Rent Assistance	\$ 515.00
184.5030.5242.000 D & D RENTALS INC	Rent Assistance	\$ 94.00
184.5030.5242.000 D & D RENTALS INC	Rent Assistance	\$ 302.00
184.5030.5242.000 D & D RENTALS INC	Rent Assistance	\$ 380.00
184.5030.5242.000 Daters, Toni Rae	Rent Assistance	\$ 360.00
110.2010.5628.000 Diamond Vogel	Street paint	\$ 2,722.50
110.2010.5628.000 Diamond Vogel	Street dept paint	\$ 2,887.50
110.2010.5628.000 Diamond Vogel	Street dept paint	\$ 2,860.00
184.5030.5242.000 Douglas A Nelson/ Debra K Nelson Family Trust	Rent Assistance	\$ 210.00
184.5030.5242.000 Douglas Terrace Apartments LLC	Rent Assistance	\$ 685.00
184.5030.5242.000 Douglas Terrace Apartments LLC	Rent Assistance	\$ 604.00
184.5030.5242.000 Douglas Terrace Apartments LLC	Rent Assistance	\$ 374.00
184.5030.5242.000 Douglas Terrace Apartments LLC	Rent Assistance	\$ 143.00

184.5030.5242.000 Douglas Terrace Apartments LLC	Rent Assistance	\$ 44.00
184.5030.5242.000 Ealy, Carol	Rent Assistance	\$ 469.00
001.1050.5410.000 ED M FELD EQUIPMENT CO INC	Fire dept SCBA repairs	\$ 2,756.54
001.1050.5410.000 ED M FELD EQUIPMENT CO INC	SCBA pack regulators	\$ 127.10
001.6050.5776.000 Electric Supply of Marshalltown	City hall electrical/ generator material	\$ 1,008.08
110.2030.5410.000 Electric Supply of Marshalltown	3rd Ave viaduct light fixture	\$ 373.00
140.4030.5410.000 Electric Supply of Marshalltown	Little League lighting repairs	\$ 77.80
690.8050.5565.000 Electric Supply of Marshalltown	Interior bus lights	\$ 216.00
184.5030.5344.000 EO Johnson Co Inc	Housing copies Contract KB-CONT5401-01	\$ 384.30
133.2900.5342.000 Eocene Environmental Group Inc	February Brownfield Asst	\$ 6,765.34
184.5030.5242.000 EPC LLC	Rent Assistance	\$ 314.00
184.5030.5242.000 EPC LLC	Rent Assistance	\$ 309.00
184.5030.5242.000 EPC LLC	Rent Assistance	\$ 57.00
184.5030.5242.000 Etter, Connie	Rent Assistance	\$ 650.00
184.5030.5242.000 Eubanks, Chad	Rent Assistance	\$ 296.00
610.8015.5603.000 Eurofins Environment Testing America Holdngs Inc	LAB analysis SBR #1 & 2 E Coli April 25 x4	\$ 256.40
110.2010.5600.000 Fast Lane Auto Care	Street dept hand cleaner	\$ 211.48
690.8050.5600.000 FASTENAL COMPANY	Transit industrial wipes	\$ 15.50
999.1125.000 Fidelity Security Life Insurance	VISION INSURANCE	\$ 330.44
999.1125.000 Fidelity Security Life Insurance	VISION INSURANCE	\$ 137.46
001.1050.5460.000 Fire Services Training Bureau	certification fees for Fire inspector 1	\$ 50.00
184.5030.5246.000 Fisher, Joseph	Rent Assistance	\$ 28.00
184.5030.5242.000 Flores, Antonio	Rent Assistance	\$ 574.00
184.5030.5242.000 FRIENDLY VALLEY APARTMENTS INC	Rent Assistance	\$ 110.00
184.5030.5242.000 FRIENDLY VALLEY APARTMENTS INC	Rent Assistance	\$ 172.00
184.5030.5242.000 FRIENDLY VALLEY APARTMENTS INC	Rent Assistance	\$ 74.00
999.1166.000 Galdamez Palma, Manuel	Parking ticket paid not released for County	\$ 50.00
001.1050.5132.000 Galls LLC	Fire dept employee clothing	\$ 172.59
181.3040.5433.000 Garcia, Miguel Arturo Bojorquez	Lead Hazard reduction program	\$ 750.00
690.8050.5565.000 GILLIG LLC	Transit m121 doser pump and core	\$ 2,828.27
184.5030.5242.000 Gonzalez, Renato	Rent Assistance	\$ 622.00
184.5030.5242.000 Gooding, David	Rent Assistance	\$ 657.00
184.5030.5242.000 Gorrell, Joseph	Rent Assistance	\$ 344.00
184.5030.5242.000 Gray, Dennis	Rent Assistance	\$ 748.00
184.5030.5242.000 Gray, Dennis	Rent Assistance	\$ 490.00
184.5030.5242.000 Gray, Dennis	Rent Assistance	\$ 409.00
184.5030.5242.000 Gray, Dennis	Rent Assistance	\$ 787.00
110.2010.5618.000 GRIMES ASPHALT AND PAVING CORP.	Street dept cold mix	\$ 2,197.90
184.5030.5242.000 Gutierrez, Humberto Fabian	Rent Assistance	\$ 239.00
184.5030.5242.000 Gutierrez, Humberto Fabian	Rent Assistance	\$ 404.00
184.5030.5242.000 Hala, Janet	Rent Assistance	\$ 177.00
184.5030.5242.000 Hala, Janet	Rent Assistance	\$ 536.00
184.5030.5242.000 Hala, Janet	Rent Assistance	\$ 424.00
184.5030.5242.000 Hala, Janet	Rent Assistance	\$ 180.00
184.5030.5242.000 Hala, Janet	Rent Assistance	\$ 244.00
130.1010.5260.000 HANNAM AUTOMOTIVE LLC	PD Interceptor repairs	\$ 2,307.09
130.1010.5260.000 HANNAM AUTOMOTIVE LLC	PD Interceptor repairs	\$ 977.40
130.1010.5260.000 HANNAM AUTOMOTIVE LLC	PD Interceptor repairs	\$ 48.00
884.7010.5337.000 HARTFORD- PRIORITY ACCTS	May insurance premium	\$ 6,314.08
913.1013.5337.000 HARTFORD- PRIORITY ACCTS	May insurance premium	\$ 462.92
184.5030.5242.000 Hatch, Roger	Rent Assistance	\$ 771.00
184.5030.5242.000 Hatch, Roger	Rent Assistance	\$ 433.00
184.5030.5242.000 HAVELKA, BILL S	Rent Assistance	\$ 696.00
133.5020.5331.000 HCI50158 Investment LLC	CDBG Derecho HCI Rental Project (137) 20-DRH-022	\$ 265,238.88
884.7010.5230.000 Health Partners	Monthly Fees and premiums	\$ 11,757.73
884.7010.5230.000 Health Partners	May fees and premiums	\$ 11,393.70
884.7010.5337.000 Health Partners	Monthly Fees and premiums	\$ 32,427.33
884.7010.5337.000 Health Partners	May fees and premiums	\$ 32,001.44
884.7010.5339.000 Health Partners	health claims 4/17-4/23	\$ 29,085.26
884.7010.5339.000 Health Partners	dental claims 04/17-04/23	\$ 3,360.76
884.7010.5339.000 Health Partners	Claims 03/27-04/02	\$ 38,186.74
884.7010.5339.000 Health Partners	Claims 3/27-04/02	\$ 5,391.78
884.7010.5339.000 Health Partners	Claims 4/24-4/30	\$ 76,308.08
884.7010.5339.000 Health Partners	Claims 4/24-4/30	\$ 3,485.00

184.5030.5242.000 HESSENIUS, ROBERT	Rent Assistance	\$	817.00
184.5030.5242.000 Hilltop Village Inc	Rent Assistance	\$	222.00
184.5030.5242.000 Hilltop Village Inc	Rent Assistance	\$	261.00
184.5030.5242.000 Hinmon, Linda	Rent Assistance	\$	236.00
184.5030.5242.000 Historic Tallcorn Towers LLP	Rent Assistance	\$	262.00
184.5030.5242.000 Historic Tallcorn Towers LLP	Rent Assistance	\$	271.00
184.5030.5242.000 Historic Tallcorn Towers LLP	Rent Assistance	\$	297.00
184.5030.5242.000 Historic Tallcorn Towers LLP	Rent Assistance	\$	299.00
184.5030.5242.000 Historic Tallcorn Towers LLP	Rent Assistance	\$	193.00
184.5030.5242.000 Historic Tallcorn Towers LLP	Rent Assistance	\$	227.00
184.5030.5242.000 Historic Tallcorn Towers LLP	Rent Assistance	\$	245.00
184.5030.5242.000 Historic Tallcorn Towers LLP	Rent Assistance	\$	281.00
184.5030.5242.000 Historic Tallcorn Towers LLP	Rent Assistance	\$	122.00
184.5030.5242.000 Historic Tallcorn Towers LLP	Rent Assistance	\$	389.00
184.5030.5242.000 Historic Tallcorn Towers LLP	Rent Assistance	\$	418.00
184.5030.5242.000 Historic Tallcorn Towers LLP	Rent Assistance	\$	350.00
184.5030.5242.000 Ho Phi Nguyen	Rent Assistance	\$	347.00
184.5030.5242.000 House Harvesters LLC	Rent Assistance	\$	350.00
184.5030.5238.000 Housing Authority of the City of Orlando, FL	ADMIN FEE50125	\$	54.64
184.5030.5242.000 Housing Authority of the City of Orlando, FL	Rent Assistance	\$	1,932.00
184.5030.5238.000 Housing Authority of the City of Tampa Florida	ADMIN FEE50125	\$	54.64
184.5030.5242.000 Housing Authority of the City of Tampa Florida	Rent Assistance	\$	1,786.00
184.5030.5242.000 Howard, Jammie	Rent Assistance	\$	171.00
184.5030.5242.000 Hubbard Maple Street Apts LLC	Rent Assistance	\$	192.00
177.1010.5331.000 Hudnutt, Tonya	Alcohol Compliance	\$	120.00
881.1050.5339.000 Hunter Lane LLC	Paid medical claims 4/16-4/30	\$	51.95
999.1131.000 ICMA 457-Mission Square Retirement	Mission Square Retirement - Plan #303417	\$	1,135.35
999.1131.000 ICMA 457-Mission Square Retirement	ICMA DEFERRED COMP	\$	225.00
999.1131.000 ICMA 457-Mission Square Retirement	Mission Square Retirement - Plan #303417ICMA DEF C	\$	5,098.00
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	\$	987.69
999.1131.000 ICMA 457-Mission Square Retirement	Mission Square Retirement - Plan #705230	\$	2,621.92
999.1131.000 ICMA 457-Mission Square Retirement	Mission Square Retirement - Plan #303417ICMA DEF C	\$	1,325.00
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	\$	135.91
999.1131.000 ICMA 457-Mission Square Retirement	Mission Square Retirement - Plan #705230	\$	1,175.00
999.1131.000 ICMA 457-Mission Square Retirement	Mission Square Retirement - Plan #705230	\$	772.69
184.5030.5242.000 Inman, Jeffrey	Rent Assistance	\$	550.00
999.1101.000 INTERNAL REVENUE SERVICE	Bi-Weekly Federal Taxes	\$	28,769.43
999.1101.000 INTERNAL REVENUE SERVICE	Bi-Weekly Federal Taxes	\$	15,557.85
999.1103.000 INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Social Security	\$	28,845.18
999.1103.000 INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Social Security	\$	5,796.38
999.1107.000 INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Medicare	\$	9,485.40
999.1107.000 INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Medicare	\$	4,641.30
001.1050.5718.000 INTERSTATE ALL BATTERY CENTER	Fire dept battery	\$	31.80
110.2010.5565.000 Interstate Batteries of Upper Iowa	Street dept battery	\$	24.95
110.2010.5565.000 Interstate Batteries of Upper Iowa	Stree dept truck battery	\$	258.95
110.2010.5600.000 Interstate Batteries of Upper Iowa	Jumper cable connectors	\$	720.65
001.2080.5483.000 Iowa Regional Utilities Association	Airport water usage	\$	179.44
001.2080.5483.000 Iowa Regional Utilities Association	Airport water usage	\$	179.44
184.5030.5246.000 Jara, Laura	Rent Assistance	\$	30.00
184.5030.5242.000 JBI COOP ASSOCIATION	Rent Assistance	\$	419.00
184.5030.5242.000 JBI COOP ASSOCIATION	Rent Assistance	\$	520.00
184.5030.5242.000 JBI COOP ASSOCIATION	Rent Assistance	\$	362.00
184.5030.5242.000 JBI COOP ASSOCIATION	Rent Assistance	\$	422.00
184.5030.5242.000 JDL Rentals Cooperative	Rent Assistance	\$	496.00
184.5030.5242.000 JMADD Properties	Rent Assistance	\$	432.00
184.5030.5246.000 Jordan, Darrell	Rent Assistance	\$	12.00
184.5030.5242.000 Judge, John	Rent Assistance	\$	353.00
184.5030.5242.000 Kading Properties LLC	Rent Assistance	\$	767.00
184.5030.5242.000 Kading Properties LLC	Rent Assistance	\$	1,024.00
184.5030.5242.000 Kading Properties LLC	Rent Assistance	\$	818.00
184.5030.5242.000 Kading Properties LLC	Rent Assistance	\$	789.00
001.1010.5410.000 Karl of Marshalltown	PD vehicle repairs	\$	621.50

001.1010.5565.000 Karl of Marshelltown	PD vehicle repairs	\$	463.15
184.5030.5242.000 Kramer, Marcia	Rent Assistance	\$	71.00
001.1010.5431.000 Language Line Services Inc	Over the phone interpretations	\$	267.64
110.2030.5565.000 LARRYS TOWING & TIRE SERVICE	Utility Bucket Truck air pressor sensor	\$	62.50
110.2040.5565.000 LARRYS TOWING & TIRE SERVICE	Utility Bucket Truck air pressor sensor	\$	62.50
184.5030.5242.000 Lawthers Property Management	Rent Assistance	\$	956.00
184.5030.5242.000 Lawthers Property Management	Rent Assistance	\$	157.00
184.5030.5242.000 Linton, Tyler	Rent Assistance	\$	368.00
184.5030.5242.000 Linton, Tyler	Rent Assistance	\$	266.00
110.2010.5617.000 LOGAN CONTRACTORS SUPPLY INC	Pallet of pleximelt	\$	1,995.00
110.2010.5718.000 LOGAN CONTRACTORS SUPPLY INC	Cutquick cart and mounting kit	\$	672.00
110.2010.5718.000 LOGAN CONTRACTORS SUPPLY INC	guide arm kit for cart	\$	100.98
184.5030.5242.000 Lopez, Jaime	Rent Assistance	\$	455.00
184.5030.5246.000 Louis, Marie	Rent Assistance	\$	7.00
184.5030.5246.000 Louis, Marie	Rent Assistance	\$	7.00
184.5030.5242.000 Luense, Brant	Rent Assistance	\$	255.00
184.5030.5242.000 Luense, Brant	Rent Assistance	\$	356.00
184.5030.5242.000 Luense, Brant	Rent Assistance	\$	650.00
184.5030.5242.000 Luense, Brant	Rent Assistance	\$	727.00
184.5030.5242.000 Luense, Brant	Rent Assistance	\$	750.00
001.1010.5410.000 MACQUEEN EQUIPMENT	Equipment repair -breathing air compressor	\$	268.00
610.8016.5565.000 MACQUEEN EQUIPMENT	2010 Vactor water valve	\$	59.33
740.8065.5565.000 MACQUEEN EQUIPMENT	2010 Vactor water valve	\$	39.56
184.5030.5242.000 Manus & Michelle Property Management	Rent Assistance	\$	295.00
001.6070.5347.000 Marco Holdings LLC	Mitel SWA 5/26/25-5/25/26	\$	2,806.22
184.5030.5242.000 Marion Manor I Apartments	Rent Assistance	\$	260.00
001.1010.5570.000 Marshall County Engineer	April fuel purchases	\$	109.22
001.1010.5570.000 Marshall County Engineer	April fuel purchases	\$	5,962.91
001.1050.5570.000 Marshall County Engineer	April fuel purchases	\$	269.57
001.1050.5571.000 Marshall County Engineer	April fuel purchases	\$	755.34
001.1071.5570.000 Marshall County Engineer	April fuel purchases	\$	52.01
001.1075.5570.000 Marshall County Engineer	April fuel purchases	\$	94.37
001.2020.5570.000 Marshall County Engineer	April fuel purchases	\$	40.19
001.4030.5570.000 Marshall County Engineer	April fuel purchases	\$	459.40
001.4030.5571.000 Marshall County Engineer	April fuel purchases	\$	454.47
001.6050.5570.000 Marshall County Engineer	April fuel purchases	\$	128.08
110.2010.5571.000 Marshall County Engineer	April fuel purchases	\$	825.20
110.2010.5571.000 Marshall County Engineer	April fuel purchases	\$	3,104.77
110.2040.5570.000 Marshall County Engineer	April fuel purchases	\$	245.96
110.2060.5570.000 Marshall County Engineer	April fuel purchases	\$	192.44
610.8015.5570.000 Marshall County Engineer	April fuel purchases	\$	549.76
610.8016.5570.000 Marshall County Engineer	April fuel purchases	\$	334.14
610.8016.5571.000 Marshall County Engineer	April fuel purchases	\$	69.76
690.8050.5570.000 Marshall County Engineer	April fuel purchases	\$	183.98
690.8050.5571.000 Marshall County Engineer	April fuel purchases	\$	4,199.62
740.8065.5570.000 Marshall County Engineer	April fuel purchases	\$	87.33
740.8065.5570.000 Marshall County Engineer	April fuel purchases	\$	222.76
740.8065.5571.000 Marshall County Engineer	April fuel purchases	\$	46.50
001.2080.5342.000 Marshalltown Aviation Inc	- Airport Monthly Services Marshalltown Aviation	\$	2,708.00
001.2080.5344.000 Marshalltown Aviation Inc	- Airport Monthly Services Marshalltown Aviation	\$	2,083.00
001.2080.5450.000 Marshalltown Aviation Inc	- Airport Monthly Services Marshalltown Aviation	\$	50.05
001.2080.5450.000 Marshalltown Aviation Inc	- Airport Monthly Services Marshalltown Aviation	\$	71.32
001.2080.5481.000 Marshalltown Aviation Inc	- Airport Monthly Services Marshalltown Aviation	\$	62.50
001.5020.5331.000 MARSHALLTOWN CBD INC	FY25 Main Street program & TIF4 promotions Apr-Jun	\$	12,500.00
001.5020.5331.000 Marshalltown Chamber of Commerce	FY25 TIF Economic Development April-June	\$	25,000.00
184.5030.5242.000 Marshalltown Lofts, LLC	Rent Assistance	\$	685.00
184.5030.5242.000 Marshalltown Lofts, LLC	Rent Assistance	\$	656.00
184.5030.5242.000 Marshalltown Lofts, LLC	Rent Assistance	\$	256.00
184.5030.5242.000 Marshalltown Lofts, LLC	Rent Assistance	\$	188.00
184.5030.5242.000 Marshalltown Lofts, LLC	Rent Assistance	\$	222.00
184.5030.5242.000 Marshalltown Lofts, LLC	Rent Assistance	\$	159.00
184.5030.5242.000 Marshalltown Lofts, LLC	Rent Assistance	\$	73.00
184.5030.5242.000 Marshalltown Lofts, LLC	Rent Assistance	\$	855.00
184.5030.5242.000 Marshalltown Lofts, LLC	Rent Assistance	\$	710.00

184.5030.5242.000 Marshalltown Lofts, LLC	Rent Assistance	\$	259.00
184.5030.5242.000 Marshalltown Lofts, LLC	Rent Assistance	\$	285.00
184.5030.5242.000 Marshalltown Lofts, LLC	Rent Assistance	\$	302.00
184.5030.5242.000 Marshalltown Lofts, LLC	Rent Assistance	\$	1,067.00
184.5030.5242.000 Marshalltown Lofts, LLC	Rent Assistance	\$	201.00
184.5030.5242.000 Marshalltown Lofts, LLC	Rent Assistance	\$	302.00
184.5030.5242.000 Marshalltown Lofts, LLC	Rent Assistance	\$	378.00
184.5030.5242.000 Marshalltown Lofts, LLC	Rent Assistance	\$	217.00
184.5030.5242.000 Marshalltown Lofts, LLC	Rent Assistance	\$	462.00
184.5030.5242.000 Marshalltown Lofts, LLC	Rent Assistance	\$	424.00
001.1099.5483.000 Marshalltown Water Works	Police & Fire dept water	\$	91.87
001.1099.5485.000 Marshalltown Water Works	Police & Fire dept storm water	\$	4.20
001.2090.5220.000 Marshalltown Water Works	landfill bills	\$	251.35
001.4030.5342.000 Marshalltown Water Works	City Campground RV Park	\$	15.00
001.4030.5483.000 Marshalltown Water Works	water	\$	15.43
001.4030.5483.000 Marshalltown Water Works	Riverview Park water	\$	18.50
001.4030.5483.000 Marshalltown Water Works	City RV Dump water	\$	15.43
001.4030.5483.000 Marshalltown Water Works	water	\$	24.72
001.4030.5483.000 Marshalltown Water Works	water	\$	24.64
001.4030.5483.000 Marshalltown Water Works	City Campground RV Park	\$	32.61
001.4030.5485.000 Marshalltown Water Works	storm water	\$	4.20
001.4030.5485.000 Marshalltown Water Works	Riverview Park storm water	\$	4.20
001.4030.5485.000 Marshalltown Water Works	City RV dump storm water	\$	214.20
001.4030.5485.000 Marshalltown Water Works	storm water	\$	59.64
001.4030.5485.000 Marshalltown Water Works	storm water	\$	579.60
001.4030.5488.000 Marshalltown Water Works	sewer	\$	27.64
001.4030.5488.000 Marshalltown Water Works	Riverview Park sewer	\$	30.81
001.4030.5488.000 Marshalltown Water Works	City RV Dump sewer	\$	27.64
001.4030.5488.000 Marshalltown Water Works	sewer	\$	37.15
001.4030.5488.000 Marshalltown Water Works	City Campground RV Park	\$	44.21
001.4065.5483.000 Marshalltown Water Works	Coliseum water	\$	85.65
001.4065.5488.000 Marshalltown Water Works	Coliseum sewer	\$	83.81
142.4030.5483.000 Marshalltown Water Works	water	\$	40.41
142.4030.5483.000 Marshalltown Water Works	water	\$	147.39
142.4030.5483.000 Marshalltown Water Works	water	\$	84.93
142.4030.5485.000 Marshalltown Water Works	sewer	\$	4.20
610.8015.5483.000 Marshalltown Water Works	WPCP Plant water usage	\$	8,345.43
740.8065.5220.000 Marshalltown Water Works	Storm waterr Collection Services	\$	632.25
110.2010.5620.000 Martin Marietta Materials	Street dept crushed rock	\$	190.37
110.2010.5620.000 Martin Marietta Materials	Street dept crushed rock	\$	189.07
001.4041.5151.000 MCFARLAND CLINIC PC	Physicals	\$	139.52
690.8050.5151.000 MCFARLAND CLINIC PC	Physicals	\$	139.52
184.5030.5242.000 MD Kruse Enterprise	Rent Assistance	\$	184.00
001.1099.5450.000 MEDIACOM	Police and Fire internet	\$	504.22
001.1099.5450.000 MEDIACOM	Additional HD equipment 5/13-6/12	\$	240.38
001.1099.5450.000 MEDIACOM	Additional HD equipment 4/15-5/12	\$	167.88
001.1050.5718.000 MENARDS	Fire dept hose adapter	\$	93.31
001.4010.5410.000 MENARDS	Door sweep, grout removal blade	\$	17.98
001.4030.5611.000 MENARDS	Anson Park bldg supplies	\$	24.46
001.4030.5611.000 MENARDS	Parks wood lath	\$	12.99
001.4030.5611.000 MENARDS	Parks dept Drill bits	\$	68.95
001.4030.5611.000 MENARDS	State St - Rotary hammer and bits	\$	379.87
001.4045.5410.000 MENARDS	Aquatic Center pump gaskets	\$	26.97
001.4045.5611.000 MENARDS	Fiberglass repair kit	\$	35.93
110.2010.5410.000 MENARDS	Door sweep, grout removal blade	\$	13.73
110.2010.5600.000 MENARDS	Street dept pully, springs, link	\$	9.67
110.2010.5600.000 MENARDS	Street dept shop supplies	\$	20.79
110.2010.5600.000 MENARDS	Lumber	\$	7.59
110.2010.5600.000 MENARDS	PW Bldg custodial supplies	\$	12.14
110.2010.5718.000 MENARDS	5 gal wet/ dry vac	\$	86.99
140.4030.5562.000 MENARDS	Water truck parts	\$	11.22
140.4030.5562.000 MENARDS	Utility knife, floor flange, galvenized caps	\$	51.44
610.8016.5600.000 MENARDS	Sewer dept supplies	\$	10.54
610.8016.5718.000 MENARDS	150lb retrieving magnet	\$	11.21

690.8050.5565.000 MENARDS	Transit - kleenex	\$	40.74
690.8050.5600.000 MENARDS	PW Bldg custodial supplies	\$	12.14
740.8065.5600.000 MENARDS	Sewer dept supplies	\$	7.52
740.8065.5718.000 MENARDS	150lb retrieving magnet	\$	7.48
610.8015.5603.000 Microbac Laboratories Inc	LAB analysis Digester #3	\$	122.00
610.8015.5603.000 Microbac Laboratories Inc	LAB analysis dig #3 cleanout and pre-app	\$	389.00
610.8015.5603.000 MIDLAND SCIENTIFIC INC	LAB 100-100ul pipet tips natural	\$	58.40
610.8015.5603.000 MIDLAND SCIENTIFIC INC	LAB phosphate reagent	\$	264.58
610.8015.5603.000 MIDLAND SCIENTIFIC INC	LAB 2-200ul yellow pipet tips	\$	71.64
610.8015.5603.000 MIDLAND SCIENTIFIC INC	LAB 10ml serological pipets	\$	211.66
610.8015.5603.000 MIDLAND SCIENTIFIC INC	LAB nitrate reagent & hydrochloride	\$	299.60
610.8015.5603.000 MIDLAND SCIENTIFIC INC	LAB tubing returned	\$	(251.74)
001.1050.5344.000 Midwest Office Technology	Fire dept contract and copies	\$	98.69
184.5030.5242.000 Mike Judge	Rent Assistance	\$	412.00
184.5030.5242.000 Mike Judge	Rent Assistance	\$	396.00
184.5030.5242.000 Mike Judge	Rent Assistance	\$	282.00
184.5030.5242.000 Mike Judge	Rent Assistance	\$	125.00
184.5030.5242.000 Mike Judge	Rent Assistance	\$	186.00
184.5030.5242.000 Mike Judge	Rent Assistance	\$	225.00
184.5030.5242.000 Mike Judge	Rent Assistance	\$	245.00
184.5030.5242.000 Mike Judge	Rent Assistance	\$	273.00
184.5030.5242.000 Mike Judge	Rent Assistance	\$	289.00
184.5030.5242.000 Mike Judge	Rent Assistance	\$	197.00
184.5030.5242.000 Mike Judge	Rent Assistance	\$	292.00
184.5030.5242.000 Mike Judge	Rent Assistance	\$	336.00
110.2040.5342.000 MOBOTREX INC	Battery back install labor	\$	600.00
110.2040.5410.000 MOBOTREX INC	Replace 5 head traffic signal	\$	864.00
110.2040.5410.000 MOBOTREX INC	Pedestrian pole replaced	\$	288.00
184.5030.5242.000 Moore, Michelle	Rent Assistance	\$	317.00
184.5030.5242.000 Mtown/ Westown LLLP	Rent Assistance	\$	284.00
184.5030.5242.000 Mtown/ Westown LLLP	Rent Assistance	\$	248.00
184.5030.5242.000 Mtown/ Westown LLLP	Rent Assistance	\$	286.00
184.5030.5242.000 Mtown/ Westown LLLP	Rent Assistance	\$	296.00
184.5030.5242.000 Mtown/ Westown LLLP	Rent Assistance	\$	242.00
184.5030.5242.000 Mtown/ Westown LLLP	Rent Assistance	\$	330.00
184.5030.5242.000 Mtown/ Westown LLLP	Rent Assistance	\$	330.00
184.5030.5242.000 Mtown/ Westown LLLP	Rent Assistance	\$	277.00
184.5030.5242.000 Mtown/ Westown LLLP	Rent Assistance	\$	330.00
184.5030.5242.000 Mtown/ Westown LLLP	Rent Assistance	\$	234.00
184.5030.5242.000 Mtown/ Westown LLLP	Rent Assistance	\$	380.00
184.5030.5242.000 Mtown/ Westown LLLP	Rent Assistance	\$	260.00
184.5030.5242.000 Mtown/ Westown LLLP	Rent Assistance	\$	230.00
184.5030.5242.000 Mtown/ Westown LLLP	Rent Assistance	\$	198.00
184.5030.5242.000 Mtown/ Westown LLLP	Rent Assistance	\$	196.00
184.5030.5242.000 Mtown/ Westown LLLP	Rent Assistance	\$	108.00
184.5030.5242.000 Mtown/ Westown LLLP	Rent Assistance	\$	514.00
184.5030.5242.000 Mtown/ Westown LLLP	Rent Assistance	\$	433.00
184.5030.5242.000 Mtown/ Westown LLLP	Rent Assistance	\$	47.00
184.5030.5242.000 Mtown/ Westown LLLP	Rent Assistance	\$	337.00
184.5030.5242.000 Mtown/ Westown LLLP	Rent Assistance	\$	427.00
184.5030.5242.000 Mtown/ Westown LLLP	Rent Assistance	\$	276.00
110.2010.5410.000 Murphy Tractor & Equipment	John Deere 333G repairs	\$	2,923.67
110.2010.5565.000 Murphy Tractor & Equipment	John Deere 333G repairs	\$	782.01
030.4030.5750.000 Nagle Signs Inc	invoice amount changed-	\$	2,313.01
184.5030.5242.000 NORTH TAMA HOUSING, INC	Rent Assistance	\$	60.00
184.5030.5242.000 Oetker, Debra	Rent Assistance	\$	52.00
184.5030.5242.000 Oetker, Debra	Rent Assistance	\$	66.00
184.5030.5242.000 Oetker, Debra	Rent Assistance	\$	207.00
001.1010.5600.000 OFFICE EXPRESS	PD cleaning products	\$	234.04
001.1010.5600.000 OFFICE EXPRESS	PD cleaning supplies and paper	\$	150.85
001.4040.5216.000 ONE SOURCE-THE BACKGROUND CHECK CO	Application checks	\$	152.00
610.8015.5216.000 ONE SOURCE-THE BACKGROUND CHECK CO	Application checks	\$	19.00
886.2010.5216.000 ONE SOURCE-THE BACKGROUND CHECK CO	Application checks	\$	19.00
886.2060.5216.000 ONE SOURCE-THE BACKGROUND CHECK CO	Application checks	\$	19.00

184.5030.5242.000 PALISADE HOLDING CO	Rent Assistance	\$	271.00
184.5030.5242.000 Park Elms LLC	Rent Assistance	\$	343.00
184.5030.5242.000 Park Elms LLC	Rent Assistance	\$	492.00
184.5030.5242.000 Park Elms LLC	Rent Assistance	\$	300.00
184.5030.5242.000 Park Elms LLC	Rent Assistance	\$	124.00
184.5030.5242.000 Park Elms LLC	Rent Assistance	\$	405.00
184.5030.5246.000 Patton, Camille	Rent Assistance	\$	26.00
Payroll Payroll	Payroll #10 5.8.25	\$	348,372.50
001.4030.5410.000 Plumb Supply	Riverview Park drinking fountain repair	\$	184.05
184.5030.5242.000 Plymat Jr , William	Rent Assistance	\$	554.00
999.1121.000 Polk County Sheriff	Wage Withholding	\$	433.00
001.1099.5342.000 Prairie Waste Solutions	Police and Fire Bldg	\$	124.72
610.8015.5342.000 Prairie Waste Solutions	April 2025 Grit removal	\$	220.00
610.8016.5342.000 Prairie Waste Solutions	Screening pit removals	\$	805.56
184.5030.5242.000 Premier Iowa City IA LLC	Rent Assistance	\$	269.00
184.5030.5242.000 Premier Iowa City IA LLC	Rent Assistance	\$	104.00
184.5030.5242.000 Premier Iowa City IA LLC	Rent Assistance	\$	387.00
184.5030.5242.000 Premier Iowa City IA LLC	Rent Assistance	\$	273.00
184.5030.5242.000 Premier Iowa City IA LLC	Rent Assistance	\$	388.00
184.5030.5242.000 Premier Iowa City IA LLC	Rent Assistance	\$	646.00
184.5030.5242.000 Premier Iowa City IA LLC	Rent Assistance	\$	254.00
184.5030.5242.000 Premier Iowa City IA LLC	Rent Assistance	\$	43.00
184.5030.5242.000 Premier Iowa City IA LLC	Rent Assistance	\$	301.00
184.5030.5344.000 PREMIER OFFICE EQUIPMENT	Housing contract and copies	\$	74.64
184.5030.5242.000 Premier Real Estate Mgmnt	Rent Assistance	\$	487.00
184.5030.5242.000 Premier Real Estate Mgmnt	Rent Assistance	\$	1.00
184.5030.5242.000 Premier Real Estate Mgmnt	Rent Assistance	\$	297.00
184.5030.5242.000 Premier Real Estate Mgmnt	Rent Assistance	\$	445.00
184.5030.5242.000 Premier Real Estate Mgmnt	Rent Assistance	\$	610.00
184.5030.5242.000 Premier Real Estate Mgmnt	Rent Assistance	\$	722.00
184.5030.5242.000 Premier Real Estate Mgmnt	Rent Assistance	\$	730.00
184.5030.5242.000 Prime Property Ventures LLC	Rent Assistance	\$	267.00
184.5030.5242.000 Pyramid Property Solutions Inc	Rent Assistance	\$	411.00
184.5030.5242.000 Pyramid Property Solutions Inc	Rent Assistance	\$	89.00
184.5030.5242.000 Pyramid Property Solutions Inc	Rent Assistance	\$	322.00
184.5030.5242.000 Pyramid Property Solutions Inc	Rent Assistance	\$	46.00
184.5030.5242.000 R & A Rental Properties LLC	Rent Assistance	\$	203.00
184.5030.5242.000 R & A Rental Properties LLC	Rent Assistance	\$	455.00
184.5030.5242.000 R & A Rental Properties LLC	Rent Assistance	\$	599.00
184.5030.5242.000 R & A Rental Properties LLC	Rent Assistance	\$	386.00
184.5030.5242.000 Ramirez, Sergio Rios	Rent Assistance	\$	367.00
184.5030.5246.000 Rasmussen, Lynnette	Rent Assistance	\$	50.00
184.5030.5242.000 Redborg, Kirsten	Rent Assistance	\$	384.00
184.5030.5242.000 Redborg, Kirsten	Rent Assistance	\$	380.00
184.5030.5242.000 Reed, Tony	Rent Assistance	\$	403.00
184.5030.5242.000 Reed, Tony	Rent Assistance	\$	670.00
184.5030.5242.000 Reed, Tony	Rent Assistance	\$	417.00
133.5010.5230.000 Region 6 Resource Partners	Marshalltown Tree planting CDBG derecho 145	\$	272.00
133.5020.5331.000 Region 6 Resource Partners	CDBG 6 townhouses -South St	\$	648.00
133.5020.5331.000 Region 6 Resource Partners	CDBG HCI 30 unit rental admin 1807 S 7th Ave (137)	\$	5,753.00
133.5020.5331.000 Region 6 Resource Partners	CDBG 6 townhouses Admin N 4th Ave (138)	\$	338.00
184.5030.5246.000 Reiong, Elizabeth	Rent Assistance	\$	34.00
001.1050.5413.000 RELIANT FIRE APPARATUS inc	Fire Eng 170 repairs	\$	2,181.58
184.5030.5246.000 Renaud, Rachelle	Rent Assistance	\$	35.00
184.5030.5242.000 Rice, Quinton	Rent Assistance	\$	411.00
001.2060.5344.000 RICOH USA INC	3rd Floor Carnegie - Scanner Repairs	\$	180.45
110.2060.5410.000 RICOH USA INC	3rd Floor Carnegie - Scanner Repairs	\$	180.46
184.5030.5242.000 River Birch Apts	Rent Assistance	\$	177.00
184.5030.5242.000 River Birch Apts	Rent Assistance	\$	800.00
184.5030.5242.000 River Birch Apts	Rent Assistance	\$	310.00
184.5030.5242.000 River Birch Apts	Rent Assistance	\$	315.00
184.5030.5242.000 River Oaks Apartments	Rent Assistance	\$	147.00
184.5030.5242.000 River Oaks Apartments	Rent Assistance	\$	405.00
184.5030.5242.000 River Oaks Apartments	Rent Assistance	\$	479.00

184.5030.5242.000 River Oaks Apartments	Rent Assistance	\$	487.00
184.5030.5242.000 RMB Cooperative	Rent Assistance	\$	71.00
184.5030.5242.000 RMB Cooperative	Rent Assistance	\$	493.00
184.5030.5242.000 Rural Revival Properties LLC	Rent Assistance	\$	680.00
184.5030.5242.000 Rural Revival Properties LLC	Rent Assistance	\$	335.00
001.1071.5342.000 Safe Building	Rental Inspection Services Agreement FY23/24	\$	8,250.00
184.5030.5238.000 SanDiego Housing Commission	ADMIN FEE50125	\$	54.64
184.5030.5242.000 SanDiego Housing Commission	Rent Assistance	\$	2,648.00
999.1166.000 Sarabia-Garcia, Victor	Parking ticket paid and not released for County	\$	25.00
001.1010.5342.000 SCHENDEL PEST CONTROL INC	March pest control	\$	52.04
001.1010.5342.000 SCHENDEL PEST CONTROL INC	PD monthly services April	\$	52.04
001.1010.5342.000 SCHENDEL PEST CONTROL INC	Police dept bird work	\$	80.00
001.1010.5342.000 SCHENDEL PEST CONTROL INC	May pest control	\$	52.04
001.1050.5342.000 SCHENDEL PEST CONTROL INC	Fire dept quarterly service	\$	81.00
184.5030.5242.000 Schmidt, Michael T	Rent Assistance	\$	875.00
184.5030.5242.000 Schmidt, Michael T	Rent Assistance	\$	700.00
184.5030.5242.000 Schmidt, Michael T	Rent Assistance	\$	424.00
110.2010.5718.000 SE Jones Industries Inc	Street dept socket sets	\$	786.50
154.1011.5342.000 Sensys Gatso USA Inc.	ATE tickets	\$	9,275.00
001.1010.5370.000 Sho Biz Inc dba Minuteman	PD posters	\$	54.94
001.5040.5370.000 Sho Biz Inc dba Minuteman	name plate- Housing	\$	25.50
184.5030.5242.000 Shugarland Apts	Rent Assistance	\$	290.00
184.5030.5242.000 Soto, Angela	Rent Assistance	\$	763.00
184.5030.5242.000 Stalzer, Jason W	Rent Assistance	\$	79.00
001.1010.5230.000 Stanard & Associates Inc	Law enforcement selection tests	\$	347.50
610.8016.5600.000 Star Equipment LTD	Chipping hammer bit	\$	7.56
740.8065.5600.000 Star Equipment LTD	Chipping hammer bit	\$	5.04
153.1010.5600.000 Steckelberg Vet Clinic	March wellness exam	\$	42.75
001.1010.5344.000 Stericycle Inc	PD services	\$	96.62
184.5030.5344.000 Stericycle Inc	Housing shredding services	\$	52.44
184.5030.5246.000 Stiegelmeier, Curtis	Rent Assistance	\$	10.00
184.5030.5242.000 Sweet Pea Properties LLC	Rent Assistance	\$	197.00
184.5030.5242.000 Sweet Pea Properties LLC	Rent Assistance	\$	616.00
184.5030.5242.000 Swift, Scott	Rent Assistance	\$	437.00
001.4041.5342.000 Tafta, Joe	Mother Son dance at Coliseum 4/25	\$	750.00
001.4041.5342.000 Tafta, Joe	Daddy Daughter Dance	\$	750.00
184.5030.5242.000 Taylor, Mike	Rent Assistance	\$	359.00
001.4030.5609.000 THEISENS SUPPLY INC	Miracle Gro and garden trowel	\$	35.97
001.4030.5611.000 THEISENS SUPPLY INC	right angle drill attachment	\$	34.98
110.2010.5132.000 THEISENS SUPPLY INC	Street employee clothing	\$	44.99
110.2010.5132.000 THEISENS SUPPLY INC	Street dept gloves	\$	29.98
110.2010.5132.000 THEISENS SUPPLY INC	Street dept New Hire non taxable clothing	\$	418.94
110.2010.5565.000 THEISENS SUPPLY INC	brake controller	\$	64.99
110.2010.5600.000 THEISENS SUPPLY INC	Street dept hitch pins	\$	18.98
110.2010.5600.000 THEISENS SUPPLY INC	mason twisted line, synthetic oil	\$	145.40
110.2010.5600.000 THEISENS SUPPLY INC	Sign shop hydraulic fitting	\$	5.79
110.2010.5600.000 THEISENS SUPPLY INC	Street dept solar panel	\$	59.99
110.2010.5718.000 THEISENS SUPPLY INC	Street dept 4" blade	\$	69.99
110.2010.5718.000 THEISENS SUPPLY INC	Service truck and mower jacks	\$	174.98
140.4030.5562.000 THEISENS SUPPLY INC	Parks water truck parts	\$	27.75
610.8016.5132.000 THEISENS SUPPLY INC	Sewer dept employee clothing	\$	59.38
610.8016.5132.000 THEISENS SUPPLY INC	Sewer employee boots	\$	119.99
610.8016.5565.000 THEISENS SUPPLY INC	2010 Vactor pressure gauge	\$	11.99
610.8016.5565.000 THEISENS SUPPLY INC	Hydraulic oil	\$	26.99
610.8016.5565.000 THEISENS SUPPLY INC	ball mount	\$	26.99
610.8016.5600.000 THEISENS SUPPLY INC	Faceshield and rain suit	\$	25.19
690.8050.5600.000 THEISENS SUPPLY INC	Transit bus parking garage squeegee	\$	34.99
740.8065.5132.000 THEISENS SUPPLY INC	Sewer dept employee clothing	\$	39.59
740.8065.5132.000 THEISENS SUPPLY INC	Sewer employee boots	\$	80.00
740.8065.5565.000 THEISENS SUPPLY INC	2010 Vactor pressure gauge	\$	8.00
740.8065.5565.000 THEISENS SUPPLY INC	Hydraulic oil	\$	18.00
740.8065.5565.000 THEISENS SUPPLY INC	ball mount	\$	18.00
740.8065.5600.000 THEISENS SUPPLY INC	Faceshield and rain suit	\$	16.79
110.2010.5600.000 TITAN MACHINERY, INC.	Puma 215 Battery	\$	357.48

001.1010.5450.000 T-Mobile	Subscription and services	\$ 52.50
001.1010.5450.000 T-Mobile	Police dept cell services	\$ 1,282.14
999.1128.000 TOTAL ADMINISTRATIVE SERVICE CORP.	FLEX HEALTH BENEFITS	\$ 5,816.37
999.1128.000 TOTAL ADMINISTRATIVE SERVICE CORP.	FLEX HEALTH BENEFITS	\$ 1,049.97
999.1129.000 TOTAL ADMINISTRATIVE SERVICE CORP.	FLEX DEP CARE BENEFITS	\$ 1,091.65
999.1129.000 TOTAL ADMINISTRATIVE SERVICE CORP.	FLEX DEP CARE BENEFITS	\$ 416.66
184.5030.5242.000 Town Apartments Corporation	Rent Assistance	\$ 229.00
184.5030.5242.000 Town Apartments Corporation	Rent Assistance	\$ 294.00
184.5030.5242.000 Town Apartments Corporation	Rent Assistance	\$ 371.00
999.1102.000 TREASURER STATE OF IOWA	Bi-Weekly Payroll SIT	\$ 9,385.83
999.1102.000 TREASURER STATE OF IOWA	Bi-Weekly Payroll SIT	\$ 4,776.53
140.4030.5611.000 Tri State Lock Service	Service call and repair	\$ 160.00
184.5030.5242.000 Troutner, Tracy	Rent Assistance	\$ 108.00
184.5030.5242.000 TTLC Coop Housing	Rent Assistance	\$ 448.00
184.5030.5242.000 TTLC Coop Housing	Rent Assistance	\$ 874.00
184.5030.5242.000 TTLC Coop Housing	Rent Assistance	\$ 650.00
184.5030.5242.000 TTLC Coop Housing	Rent Assistance	\$ 260.00
184.5030.5242.000 Ultimate Property Management LLC	Rent Assistance	\$ 456.00
001.2080.5344.000 UNIFIED Contracting Services Inc	Airport Annual Tank Inspection & Recertification	\$ 818.00
610.8015.5600.000 VAN METER INC	VFD for digester feed pump #1	\$ 4,364.28
001.1070.5342.000 Veenstra & Kimm Inc	Building permit fees	\$ 52,847.25
001.2060.5980.000 Verita Telecommunications Corp	Verita permits for 4101-X, Z, BB, EE, and FF	\$ 10,050.00
001.5040.5980.000 Vogeler, Matthew	Refund fence variance	\$ 150.00
184.5030.5242.000 Walker, Angela	Rent Assistance	\$ 312.00
184.5030.5246.000 Wallace, Yianna	Rent Assistance	\$ 41.00
184.5030.5246.000 Weatherly, Cassandra	Rent Assistance	\$ 31.00
184.5030.5242.000 White, Amalia	Rent Assistance	\$ 105.00
355.1075.5230.000 WHKS & Co	Residential Demolition 3/15-4/11	\$ 360.00
001.4040.5358.000 Wickham, Michael	classes 4/29-6/05/25	\$ 680.00
184.5030.5246.000 Wirth, Tammy	Rent Assistance	\$ 28.00
001.1099.5482.000 WoodRiver Energy LLC	Police & Fire Bldg 11672	\$ 1,741.00
001.4010.5482.000 WoodRiver Energy LLC	Library gas #7078	\$ 602.23
001.4045.5482.000 WoodRiver Energy LLC	SWIMMING POOL 7077	\$ 40.00
184.5030.5242.000 Worsfold Farm LLC	Rent Assistance	\$ 377.00
615.8015.5342.000 WRH Inc	WPC21001 Headworks Project 3/26-4/22/25	\$ 1,828.09
610.8015.5980.000 Zue Reh	2025 Sewer refund Plumbing issue	\$ 71.64
TOTAL		\$ 1,749,320.86

BUILDING REPORT FOR THE MONTH OF APRIL 2025

MARSHALLTOWN
IOWA

PERMIT NUMBER	OWNER OF IMPROVEMENT	LOCATION OF IMPROVEMENT	TYPE OF IMPROVEMENT	NEW DWELLING	ALTER DWELLING	MINOR RES. BUILDING	COMMERCIAL IMPROVEMENT	FEE
BLDC-010824-2025	CARE INITIATIVES INC	309 W MERLE HIBBS BLVD	ALTERATION - RETAINING WALL			\$ 10,790.00		\$ 187.00
BLDR-010753-2025	JOSE T PARRA GONZALEZ	7 1/2 S 6TH ST	ALTERATION - REPAIR		\$ 26,832.00			\$ 403.00
BLDC-010820-2025	JULES ISRAEL MOORE LLC	30 E MAIN ST	ALTERATION				\$ 14,564.00	\$ 243.00
BLDC-010709-2025	OLE REAL ESTATE HOLDINGS LLC	907 S CENTER ST	ALTERATION				\$ 62,373.30	\$ 724.00
BLDR-010854-2025	ALANNA MILLER & ROBERT MELING	10 N 19TH ST	ACCESSORY STRUCTURE			\$ 15,120.00		\$ 257.00
BLDC-010795-2025	US CELLULAR / SHOPS AT MARSHALLTOWN LLC	2500 S CENTER ST STE 2260	ALTERATION				\$ 139,689.00	\$ 1,223.00
BLDR-010836-2025	MARIA GARCIA, MARICRUZ ESTRADA, ERASMI ESTRADA, AND ARMANDO ESTRADA	704 E LINN ST	ADDITION		\$ 28,407.00			\$ 423.00
DEMO-010895-2025	JAY HANSEN	906 W MAIN ST	DEMOLITION - DETACHED GARAGE					\$ 50.00
BLDC-010864-2025	MARSHALLTOWN COMMUNITY SCHOOL DISTRICT	1315 W MAIN ST	NEW STRUCTURE- CONCESSION STAND				\$ 267,899.00	\$ 1,991.00
BLDC-010885-2025	MARSHALLTOWN COMMUNITY SCHOOL DISTRICT	1315 W MAIN ST	NEW STRUCTURE - RETAINING WALL				\$ 56,270.00	\$ 682.00
BLDR-010880-2025	BRANT & CELESTE LUENSE	609 E MAIN ST	ACCESSORY STRUCTURE			\$ 5,495.00		\$ 117.00
BLDC-010905-2025	KATHRYN PERRY	2205 1/2 S CENTER ST	ALTERATION				\$ 4,346.16	\$ 103.00
BLDR-010865-2025	RAYMOND J HENAUGHAN & MARGARET J HENAUGHAN	2625 KNOLLWAY DR	NEW CONSTRUCTION - SINGLE FAMILY	\$ 381,020.40				\$ 3,575.00
BLDR-010874-2025	FERNANDO CALDERAS & ROSALINA IBARRA DE CALDERAS	1205 S 2ND ST	DETACHED ACCESSORY STRUCTURE - DETACHED GARAGE			\$ 20,020.00		\$ 327.00
BLDC-010904-2025	ITC MIDWEST LLC	2999 E MAIN ST	ACCESSORY STRUCTURE - SECURITY FENCE			\$ 2,317.00		\$ 75.00
BLDR-010908-2025	OSWALD PROPERTIES LLC	1909 SUMMIT ST	ALTERATION		\$ 1,690.90			\$ 75.00
BLDR-010918-2025	BEATRIZ ZEPEDA	605 E CHURCH ST	DECK		\$ 540.00			\$ 75.00
BLDC-010950-2025	CITY OF MARSHALLTOWN	803 S 3RD ST (LINN CREEK TRAILHEAD / SKATE PARK)	RESTROOM SHELTER, EVENT SHELTER, AND PICNIC SHELTER				\$ 65,008.40	EXEMPT
BLDR-010941-2025	JANET FONSECA	209 N 9TH ST	ADDITION - GAZEBO ATTACHED TO HOUSE	\$ 6,225.00				\$ 131.00
BLDR-010948-2025	GLENN DAUSCHMIDT (DEED) & MARIA DE JESUS MURILLO ZAMORA & ANA LUNA GARCIA LOPEZ (CONTRACT)	604 N 2ND AVE	ACCESSORY STRUCTURE - UNENCLOSED ROOFED SHELTER			\$ 5,760.00		\$ 117.00
TOTALS:				\$381,020.40	\$63,694.90	\$59,502.00	\$610,149.86	\$10,778.00
TOTAL IMPROVEMENT AMOUNT:				\$1,114,367.16				
				Units	Permits	Permits	Permits	Demo Permits
*Work started without a permit - fee is doubled			# OF PERMITS:	1	5	6	7	1

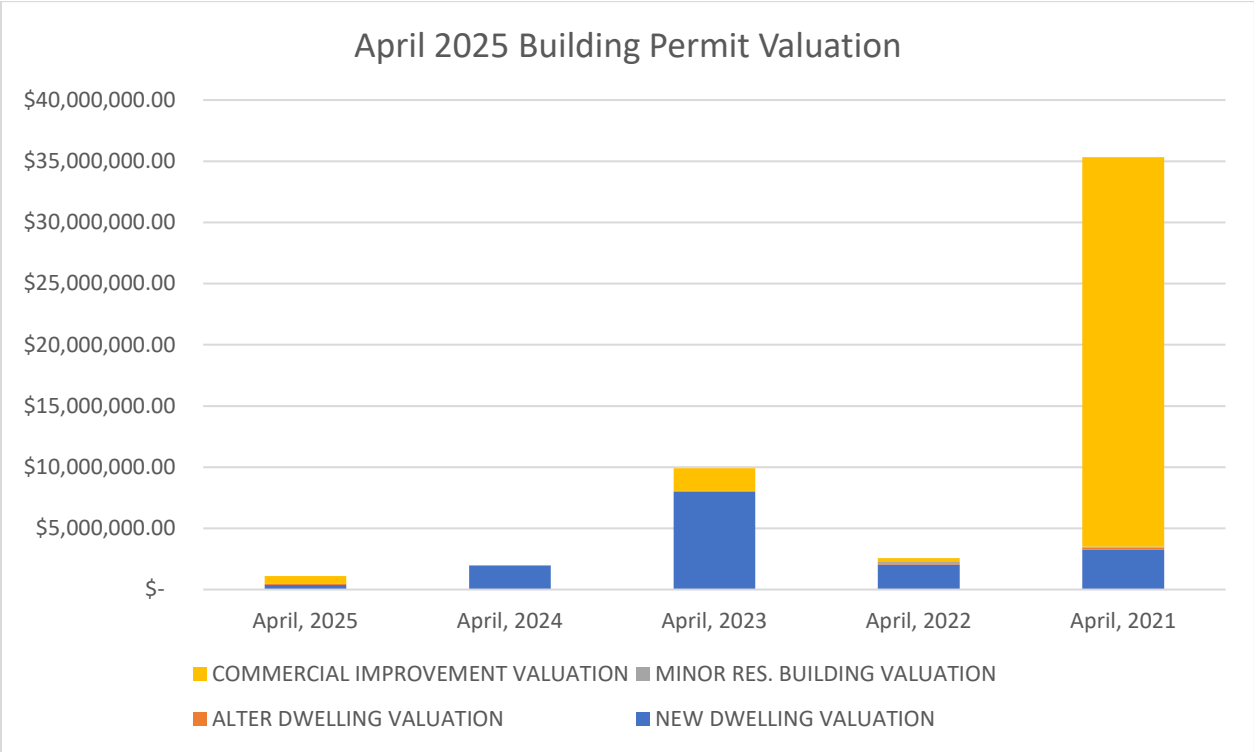
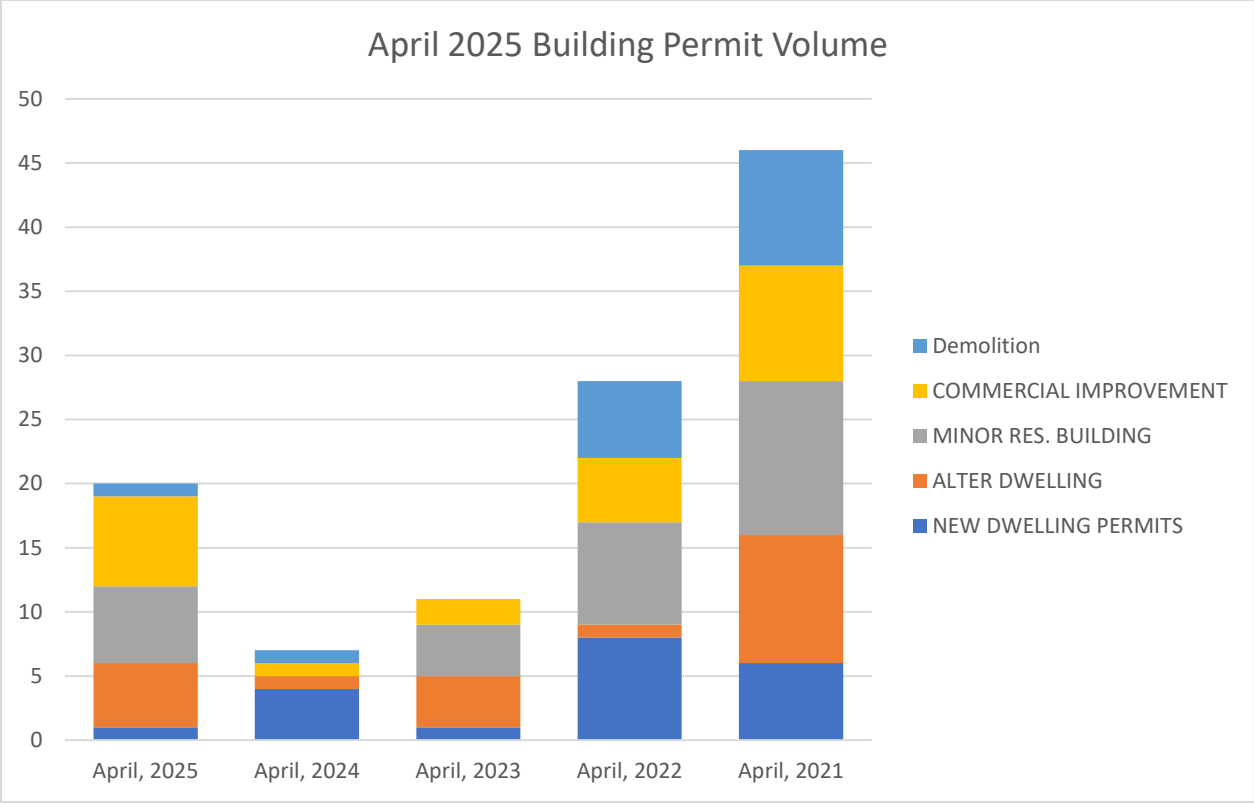
TRADE PERMIT REPORT FOR THE MONTH OF APRIL 2025

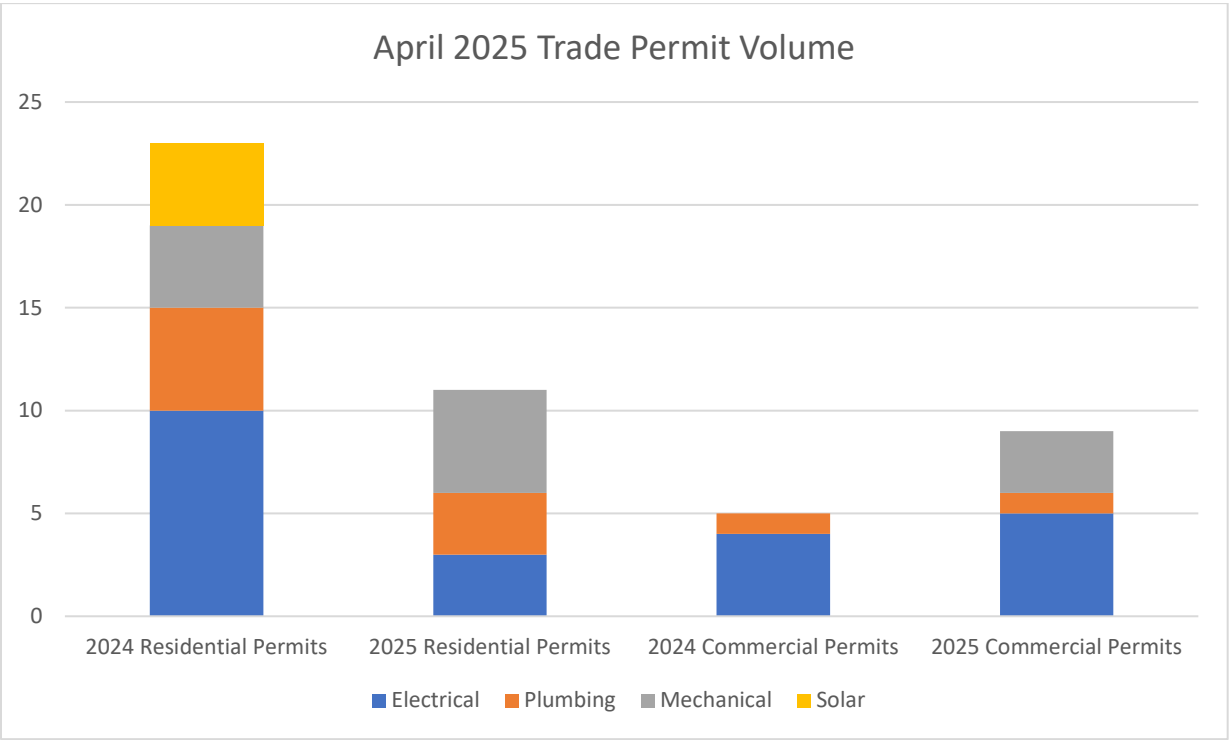
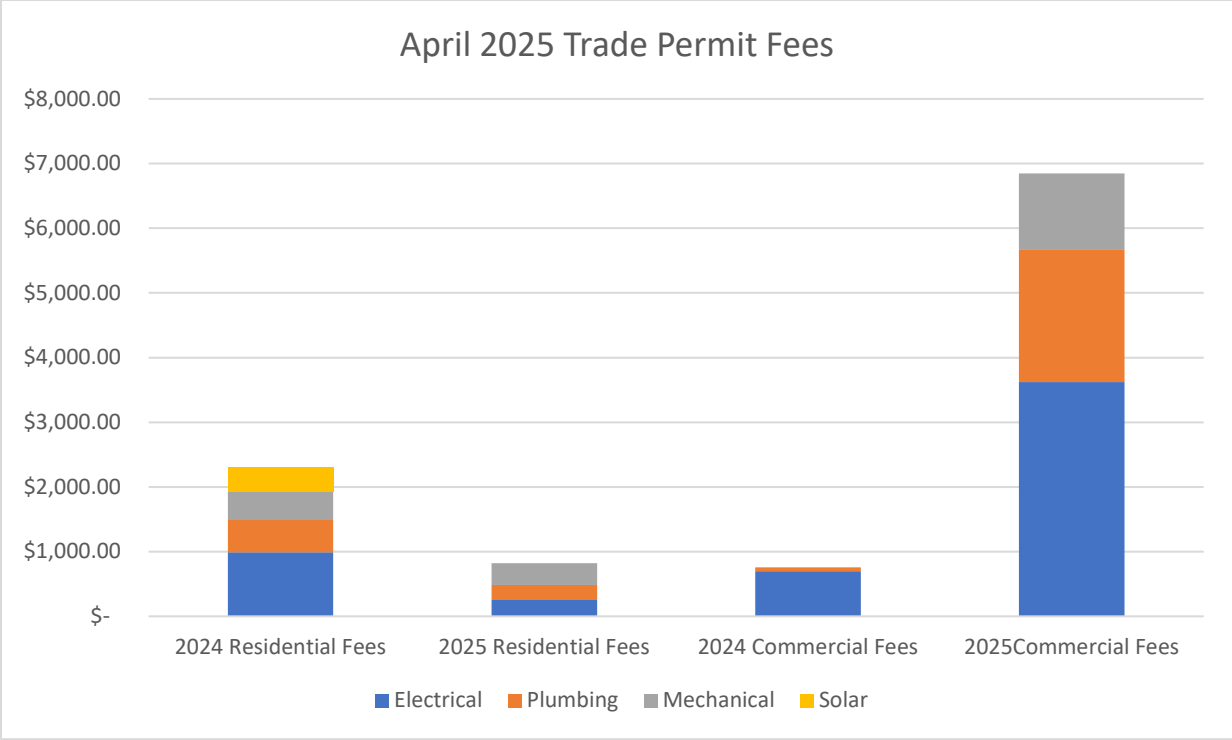
MARSHALLTOWN

IOWA

PERMIT NUMBER	LOCATION OF IMPROVEMENT	RESIDENTIAL/ COMMERCIAL	PERMIT TYPE (ELEC., PLUMB., MECH. OR SOLAR)	VALUATION	FEE
PLMR-010841-2025	702 W MAIN ST	RESIDENTIAL	PLUMBING		\$ 85.00
MECH-010852-2025	709 S CENTER ST	COMMERCIAL	MECHANICAL	\$ 74,536.00	\$ 420.00
MECH-010853-2025	305 S 5TH ST	RESIDENTIAL	MECHANICAL		\$ 85.00
ELEC-010838-2025	1101 W LINCOLN WAY	COMMERCIAL	ELECTRICAL	\$ 10,000.00	\$ 95.00
ELER-010850-2025	507 N 3RD AVE	RESIDENTIAL	ELECTRICAL		\$ 85.00
MECH-010801-2025	2103 MAPLE BLVD	RESIDENTIAL	MECHANICAL		\$ 62.00
ELER-010851-2025	301 W SOUTH ST	RESIDENTIAL	ELECTRICAL		\$ 85.00
MECH-010884-2025	408 1/2 E LINN ST	RESIDENTIAL	MECHANICAL		\$ 62.00
PLMR-010663-2025	809 WARREN ST	RESIDENTIAL	PLUMBING		\$ 62.00
ELEC-010917-2025	1702 E ANSON ST	COMMERCIAL	ELECTRICAL	\$ 20,000.00	\$ 145.00
MECH-010843-2025	2007 CATALINA PL	RESIDENTIAL	MECHANICAL		\$ 62.00
PLMR-010927-2025	9 N 9TH AVE	RESIDENTIAL	PLUMBING		\$ 85.00
MECH-010734-2025	3109 S CENTER ST	COMMERCIAL	MECHANICAL	\$ 50,000.00	\$ 295.00
ELEC-010887-2025	1315 W MAIN ST	COMMERCIAL	ELECTRICAL	\$ 4,700.00	\$ 70.00
ELER-010916-2025	502 THOMAS DR	RESIDENTIAL	ELECTRICAL		\$ 85.00
PLMC-010924-2025	104 S 8TH AVE	COMMERCIAL	PLUMBING	\$ 399,801.00	\$ 2,045.00
ELEC-010523-2024	203 W MERLE HIBBS BLVD	COMMERCIAL	ELECTRICAL	\$ 63,500.00	\$ 365.00
MECH-010935-2025	9 N 4TH AVE	COMMERCIAL	MECHANICAL	\$ 85,000.00	\$ 470.00
ELEC-010844-2025	104 S 8TH AVE	COMMERCIAL	ELECTRICAL	\$ 580,000.00	\$ 2,945.00
MECH-010951-2025	708 JACKSON ST	RESIDENTIAL	MECHANICAL		\$ 62.00

	Residential Permits	Residential Value	Residential Fees	Commercial Permits	Commercial Value	Commercial Fees	Total Fees
Electrical	3	\$ -	\$ 255.00	5	\$ 678,200.00	\$ 3,620.00	\$ 4,020.00
Plumbing	3	\$ -	\$ 232.00	1	\$ 399,801.00	\$ 2,045.00	\$ 2,277.00
Mechanical	5	\$ -	\$ 333.00	3	\$ 209,536.00	\$ 1,185.00	\$ 1,518.00
Solar	0	\$ -	\$ -	-	\$ -	\$ -	\$ -
TOTALS	11	\$ -	\$ 820.00	9	\$ 1,287,537.00	\$ 6,850.00	\$ 7,815.00







**MARSHALLTOWN
MORE THAN EVER**

**Joel Greer, Mayor
Carol Webb, City Administrator
24 North Center Street
Marshalltown, IA 50158
PH 641.754.5701 • FX 641.754.5717**

To: Mayor and City Council
From: Christopher Jones, Police Chief
Meeting Date: May 12, 2025
Re: Resolution Accepting Bid and Authorizing the Purchase of Three 2025 Ford Interceptor Police Package Vehicles and One Ford F150 Crew Cab from Jensen Ford for the Price of \$183,992 for Use in the Police Department and Declaring Certain Property Surplus Property and Authorizing Disposal Thereof

Strategic Plan Objective:

Continually improve and sustain the City's infrastructure, organization, and services. City policy requires the governing body to approve all vehicle purchases. This purchase will enhance city services provided by the police department by supplying staff with safe vehicles for patrol operations.

Recommended:

Staff recommend the approval of the purchase of new vehicles and the disposal by trade of existing vehicles.

Budget Impact:

The CIP budget for FY26 has sufficient funds for this vehicle purchase. All vehicle and associated payments will be made after July 1, 2025.

Description/Background:

Staff recommend approving the purchase of three 2025 Ford Interceptor SUV police package vehicles from Jensen Ford (Marshalltown, Iowa) for a total purchase price of \$137,727.00 (\$45,909.00 per vehicle). Staff recommend the purchase of one 2025 Ford F150 Crew Cab truck from Jensen Ford (Marshalltown, Iowa) for a total purchase price of \$46,265.00. Two Ford Interceptors will be utilized in the police department's uniform patrol division as marked police vehicles. One Ford Interceptor and the Ford F150 will be driven within support services as unmarked vehicles.

Three vehicles currently in the police department fleet will be traded to offset costs. The recommendation is to trade one 2021 Ford Interceptor with 69,798 miles for \$12,500 and another 2021 Ford Interceptor with 97,985 miles for \$9,500. We would also trade a 2014 Ford

Edge with 138,907 miles for \$5,000. Vehicle equipment up-fitting will cost approximately \$25,646.28, and local wrap and striping will cost \$2,506 for the two patrol vehicles.

Attachments:

1. 2025-05-12_Resolution for Declaring Surplus and Purchase of MPD Vehicles

RESOLUTION ACCEPTING BID AND AUTHORIZING THE PURCHASE OF THREE 2025 FORD INTERCEPTOR POLICE PACKAGE VEHICLES AND ONE FORD F-150 CREW CAB FROM JENSEN FORD FOR THE PRICE OF \$183,992 FOR USE IN THE POLICE DEPARTMENT AS EMERGENCY RESPONSE VEHICLES AND DECLARING CERTAIN PROPERTY SURPLUS PROPERTY AND AUTHORIZING DISPOSAL THEREOF

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

WHEREAS, the City desires to procure three 2025 Ford Interceptor police package vehicles and one Ford F-150 Crew Cab vehicle from Jensen Ford (Marshalltown, Iowa) as budgeted in the FY25-26 Capital Improvement fund; and

WHEREAS, Jensen Ford of Marshalltown, Iowa submitted a bid for three 2025 Ford Interceptor police package vehicles for a total purchase price of \$137,722.00 (\$45,909.00 per vehicle) and one Ford F150 Crew Cab truck for a total purchase price of \$46,265.00; and

WHEREAS, the City is the sole owner of the vehicles listed in Section 1 and these vehicles are no longer suitable for use as police response vehicles and should be declared surplus property and traded to Jensen Ford (Marshalltown, Iowa) to offset the costs of purchasing new vehicles; and

WHEREAS, the acceptance of these bids is in the best interest of the City.

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

Section 1. The vehicles listed below are hereby declared as surplus property and shall be disposed of via trade to Jensen Ford of Marshalltown, Iowa:

Asset 7238: 2021 Ford Explorer, VIN: 1FM5K8AB2MGA96401 (Trade Value - \$9,500.00)
Asset 7279: 2021 Ford Explorer, VIN: 1FM5K8AB3MGC02404 (Trade Value - \$12,500.00)
Asset 7120: 2014 Ford Edge, VIN: 2FMDK4KC6EBA99967 (Trade Value - \$5,000.00)

Section 2. The City accepts the bid from Jensen Ford of Marshalltown, Iowa for the purchase of three 2025 Ford Interceptor police package vehicles for a total purchase price of \$137,722.00 (\$45,909.00 per vehicle) and one Ford F150 Crew Cab truck for a total purchase price of \$46,265.00.

Section 3. The Chief of Police of the City is hereby authorized to enter into agreements on behalf of the City to purchase said vehicles at the above referenced price and conditions from the FY25-26 budget.

Passed this 12th day of May 2025, and signed this _____ day of May 2025.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, CMC, City Clerk



**MARSHALLTOWN
MORE THAN EVER**

Joel Greer, Mayor
Carol Webb, City Administrator
24 North Center Street
Marshalltown, IA 50158
PH 641.754.5701 • FX 641.754.5717

To: Mayor and City Council
From: Heather Thomas, Public Works Director
Meeting Date: May 12, 2025
Re: Resolution Authorizing the City of Marshalltown's submittal of an application for funding from the Transportation Alternatives Set-Aside (TASA) program to the Department of Transportation (DOT) for the funding of the Iowa River's Edge Trail

Strategic Plan Objective:

None of the top or high priority goals from the 2025 Strategic Plan are related to this project. However, in the 2023 Strategic Plan – partnering with citizens, for-profit, non-profit, and others to improve quality of life was, with a specific objective of partnering with Trails Inc for the building of the Iowa River's Edge Trail.

Recommended:

Recommend authorizing City Submittal of revised TASA Grant application.

Budget Impact:

If awarded and accepted, City commits to allocating funding required for local match for project completion. As prepared, the local match would come from non-City of Marshalltown resources.

Description/Background:

Due to issues on Iowa DOT's end, not all applications that were submitted in October 2024 (including the City of Marshalltown) were reviewed and considered by Iowa DOT. They did not award all of their funding and have opened up to receive applications again. Our original submittal is currently in as an application; however, City staff worked with INHF and Trails Inc to determine if we needed to update/revise our October application and determined it would be in our best interest. Since that time, we have learned that we did not receive the ATIIP Grant; however, we did receive committee approval for a \$650,000 Regional TAP Grant. The city has also continued to make progress and Bridges 2-5 are on track to be let through Iowa DOT in June 2025. We request permission to submit an updated TASA Grant Application.

These budgetary numbers have been prepared with construction opinion of probable costs for bridge work prepared by Snyder & Associates. Trails Inc, INHF, Marshall County staff, and City of Marshalltown staff met to identify the desired application scope and plan for funding.

The scope of the project includes:

- Bridge Rehabilitation for IRET Bridge #6, #8 (Iowa River), and #9.
- Bridge Replacement for IRET Bridge #7.
- Marshalltown 3rd/6th Street Viaduct Conversion from 4 to 3 lane with bike trail connection from the Linn Creek Greenbelt trail to IRET.

The estimated cost of the project for this portion of the scope is \$4,025,000.

The proposed and potential funding includes:

- \$ 2,000,000 - State TASA grant (this application)
- \$ 650,000 - Regional TAP grant (recommended approval by Region 6 Transportation Committee 03/26/25 with Board Approval scheduled for 05/19/25)
- \$ 750,000 - UPRR Negotiation related to closure of 2nd Street at-grade crossing and rerouting pedestrians over the railroad on the 3rd/6th St Viaduct (this amount is not yet known/negotiated; this number was mentioned as a place-holder from UPRR via phone during planning discussion updates – city is still awaiting an offer from UPRR)
- \$ 600,000 - Privately Secured Donations from IRET Fundraising Efforts through Trails, Inc and INHF as of 05/08/2025
- \$ 857,517 - Private Pledges to Trails, Inc towards IRET completion in Marshall County
- On-going discussions with Marshall County towards local funding. Previously, Marshall County committed \$2M towards the project in an effort to secure an ATIIP Grant that would have finished the trail within Marshall and Hardin Counties. We were not awarded ATIIP Grant; however, the Marshall County portion includes Bridges 6-9 and 3.5 miles of paving to Albion, in addition to 6 miles of paving from Albion to Liscomb, and lastly Bridge 10 with another 1.7 miles from Liscomb to the County Line. We are looking to put a funding package that best leverages local dollars to get the trail completed within Marshall County.
- On-going discussions regarding Destination Iowa grant application. Destination Iowa could potentially fund up to 25% of an awarded project. Our current thoughts are to go after the \$2M TASA Grant to hopefully secure TASA funding to help expand the project scope through a Destination Iowa grant.
- We are also looking at State Rec Trail Grants and Federal Rec Trail Grants.

Applications are being accepted until May 16, 2025.

Awards are anticipated in August 2025 with funds estimated to be available October 2025.

FROM OCTOBER 2024

The city was notified of an upcoming funding opportunity (TASA) on Thursday, September 26th, 2024 that could be part of a “Plan B” funding package if the city is not successful in the Active Transportation Infrastructure Investment Program (ATIIP) grant application. The \$12M ATIIP Grant application was approved in May of 2024 for continuing progress on the Iowa River’s Edge Trail.

TASA and ATIIP funds can not be used as matching funds for the other so this would be a one or the other type of funding.

We have not heard and do not have an expected date that we will hear about our ATIIP funding request; however, wanted to keep momentum going should the ATIIP request not be awarded, given the wonderful support received from the public and Marshall County during the fundraising effort earlier this year and significant effort Trail, Inc has put in this year.

The TASA Application was due October 1, 2024. Without any City Council meeting between when we became aware of the opportunity and the application due date, the City Administrator reached out to City Council members to request permission to submit and received the support from a quorum of council members to submit. This resolution is to formalize that authorization.

City staff worked with the Iowa Natural Heritage Foundation (Huge shout out and thanks to Andrea Boulton) to quickly compile the application. Admittedly, given more time, the application could have been improved upon; however, the feeling was it was still worth a shot in submitting. The application is for a request of \$2M in TASA Grant funds for a section of the Iowa River's Edge Trail that would include about 3.5 miles of trail and four bridges (including the Iowa River Bridge)). Please see attached for an exhibit and cost estimate for the proposed section of the Iowa River's Edge Trail this application was submitted for.

Attachments:

1. Resolution Authorizing Application for TASA Funding IRET

**RESOLUTION AUTHORIZING THE CITY OF MARSHALLTOWN'S
SUBMITTAL OF AN APPLICATION FOR FUNDING FROM THE
TRANSPORTATION ALTERNATIVES SET-ASIDE PROGRAM TO THE
DEPARTMENT OF TRANSPORTATION (DOT) FOR THE FUNDING OF THE
IOWA RIVER'S EDGE TRAIL**

WHEREAS, the City Council is a valid and functioning entity of Marshalltown; and

WHEREAS, the Transportation Alternatives Set-Aside Program provides funding at the state level to local jurisdictions for the development of eligible projects; and

WHEREAS, the program is administered by the Iowa Department of Transportation which prioritizes and ranks all project applications; and

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

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

Section 1. The Marshalltown City Council supports and approves the application made for Transportation Alternatives Set-Aside Funds due May 16, 2025.

Section 2. The City of Marshalltown hereby commits to the Iowa Department of Transportation to allocate existing funding raised and committed along with any relevant raised future funds to ensure local match as required by the Transportation Alternatives Set-Aside Program funding.

Section 3. The Marshalltown City Council hereby commits to accepting and maintaining these improvements for a minimum of twenty (20) years following the completion.

Section 4. That the Mayor and staff are hereby authorized to approve and execute the application and award agreement on behalf of the City of Marshalltown.

Passed this 12th day of May 2025, and signed this ____ day of May 2025.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk



**MARSHALLTOWN
MORE THAN EVER**

**Joel Greer, Mayor
Carol Webb, City Administrator
24 North Center Street
Marshalltown, IA 50158
PH 641.754.5701 • FX 641.754.5717**

To: Mayor and City Council
From: Diana Steiner, Finance Director
Meeting Date: May 12, 2025
Re: Resolution to Approve Fiscal Year 2026 Non-Bargaining Cost of Living Adjustment

Strategic Plan Objective:

Continually improve and sustain the City's infrastructure, organization, and services.

Recommended:

Council approve a budgeted amount of 3% Cost of Living Adjustment (COLA) effective July 1, 2025 for non-bargaining, non-temporary staff.

Budget Impact:

This was budgeted in the FY26 budget, which Council adopted 4/28/25.

Description/Background:

During the FY26 budget sessions, certain assumptions were made and shared with Council. One of the assumptions shared at the January 20, 2025 Council meeting is that non-bargaining, non-temporary positions were budgeted with a cost-of-living adjustment (COLA) of 3% effective July 1, 2025. The Fire, Parks, and PPME unions will all receive a 3% COLA and the Police Union a 4% COLA. As in the past, the non-bargaining positions usually receive the same COLA. Since the bargaining contracts were approved by Council through a resolution when their contracts were approved, staff are asking that non-bargaining increases are approved by resolution as well.

Attachments:

1. 2025-05-12_Resolution to approve non-bargaining wage increases

**RESOLUTION TO APPROVE FY26 NON-BARGAINING COST OF LIVING
ADJUSTMENT**

WHEREAS during the FY26 budget sessions assumptions were made to build the budget;
and

WHEREAS the FY26 adopted budget had non-bargaining, non-temporary employees
receiving a 3% cost of living adjustment (COLA) effective July 1, 2025; and

WHEREAS the City Council has determined that implementing these budgeted increases
are in the best interest of the City of Marshalltown.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Marshalltown,
Iowa, that non-bargaining regular and part-time employees will receive a 3% COLA effective July
1, 2025.

Passed this 12th day of May 2025, and signed this _____ day of May 2025.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, CMC, City Clerk



**MARSHALLTOWN
MORE THAN EVER**

Joel Greer, Mayor
Carol Webb, City Administrator
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
Meeting Date: May 12, 2025
Re: Resolution Authorizing the Request of Certain Delinquent Properties be Designated for the 2025 Public Nuisance Tax Sale

Strategic Plan Objective:

Expand and improve development in the community.

Recommended:

Approve the resolution for the Public Nuisance Tax Sale properties.

Budget Impact:

Potential demolition costs.

Description/Background:

On June 16, 2025, the County Treasurer will conduct the annual Tax Sale of delinquent tax parcels. A Public Nuisance Tax Sale occurs at the same time as the regular tax sale but requires potential bidders to register online through iowataxauction.com before the Public Nuisance Tax Sale. Only those registered can bid on the properties through this separate tax sale. The purchaser of the tax certificate can determine if the property can be rehabilitated or obtain a demolition permit from the City. If a tax certificate is not purchased and taxes are not paid, the City has the option to request the tax certificate from the County and proceed with obtaining a tax deed for the property. The requested list may get smaller before the tax sale as people continue to pay their taxes.

The Code Enforcement Officer has identified the following properties to request tax certificates on.

- 305 N 7th Ave
- 105 N 7th Ave
- 418 N 11th Ave
- 712 N 5th Ave
- 409 W Boone St
- 916 S 1st Ave

- 1 W Main St
- 1308 E Madison St

Attachments:

1. 2025-05-12_2025-089_Resolution for 2025 Public Nuisance Tax Sale

RESOLUTION AUTHORIZING THE REQUEST OF CERTAIN DELINQUENT PROPERTIES BE DESIGNATED FOR THE 2025 PUBLIC NUISANCE TAX SALE

WHEREAS, there are numerous parcels of real property within the City of Marshalltown (the “City”) with delinquent taxes, which will have tax certificates offered for sale as part of the annual tax sale conducted by the Marshall County Treasurer; and

WHEREAS, these parcels have been abandoned, are assessed as residential property or as commercial multi-family housing property, is, or is likely to become, a public nuisance, and each parcel is suitable for use as housing following rehabilitation; and

WHEREAS, Iowa Code Chapter 446.19B requires that the City designate such properties on or before May 15th of each year; and

WHEREAS, the City identified certain parcels with unpaid taxes as ones which are abandoned but which there was a desire to rehabilitate or demolish the structures on the property as part of the public nuisance tax sale on June 16, 2025;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, the following properties are requested by the Marshall County Treasurer to be listed on the Public Nuisance Tax Sale, assuming current year taxes and other assessments remain unpaid at the time of the tax sale:

8418-27-435-006 - 305 N 7 th Ave	8418-25-355-011 - 105 N 7 th Ave
8418-25-328-015 - 418 N 11 th Ave	8418-26-277-014 - 712 N 5 th Ave
8418-35-108-012 - 409 W Boone St	8418-35-452-006 - 916 S 1 st Ave
8418-26-381-017 - 1 W Main St	8418-36-255-017 - 1308 E Madison St

BE IT FURTHER RESOLVED, all parties interested in the potential purchase and rehabilitation or demolition of one of these properties must register online through iowataxauction.com prior to the Public Nuisance Tax Sale.

Passed this 12th day of May 2025, and signed this ____ day of May 2025.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, CMC, City Clerk



**MARSHALLTOWN
MORE THAN EVER**

**Joel Greer, Mayor
Carol Webb, City Administrator
24 North Center Street
Marshalltown, IA 50158
PH 641.754.5701 • FX 641.754.5717**

To: Mayor and City Council
From: Clayton Ender, Assistant Director, Housing & Community Development
Meeting Date: May 12, 2025
Re: Public Hearing and Second Reading of Ordinance 15100 to Amend the Official Zoning Map for Lots 166, 167, 168, 169, 170, 171, 172, 173, 174, and 175 in Melrose Park Addition to the Town of Marshall, Marshall County, Iowa from Medium Density Residential Zoning District to General Industrial Zoning District

Strategic Plan Objective:

Strategy 1: Expand and improve development in the community.

Recommended:

The Planning and Zoning Commission recommends approval of Ordinance 15100 as drafted, which includes conditions pertaining to prohibited uses and uses requiring approval of a special use permit.

Budget Impact:

Cost of publication.

Description/Background:

City Staff Contact: Clayton Ender, AICP
Assistant Director of Housing and Community Development
Phone: 641-754-5756
Email: cender@marshalltown-ia.gov

Applicant: Swift & Company
1770 Promontory Cir
Greely CO 80634

Property Owner: Swift Pork Company
1770 Promontory Cir
Greely CO 80634

Recommendation: The Planning and Zoning Commission recommends approval of Ordinance 15100

as drafted, which includes conditions pertaining to prohibited uses and uses requiring approval of a special use permit.

Current Zoning District & Current Usage: Current: Zoning: RM, Medium Density Residential Zoning District

Current Usage: Single-unit dwellings and vacant parcels

Proposed Zoning District & Proposed Usage: Zoning: GI, General Industrial Zoning District

Proposed Usage: Stormwater management facilities

Review Criteria: In determining whether to approve, approve with conditions, or deny a zone change, the review bodies shall consider the following review criteria:

1. The administrative body has considered the recommendation of staff.

Staff recommends approval of the rezoning application as outlined in the recommendation section of this staff report.

2. The request is consistent with applicable policies of the Comprehensive Plan and applicable utility plans and capital improvements plans; or, if it addresses a topic that is not contained or not fully developed in the Comprehensive Plan, the request does not impair the implementation of the Comprehensive Plan.

The comprehensive plan identifies the future land use designation for the subject properties as low density residential which is defined as, "Single-family detached and two-family residential development at a density of 4-6 units per acre."

The subject properties are further identified within focus area #3 of the land use chapter of the comprehensive plan. This focus area further refines the future land use of the subject properties to that of "significant open space / park buffer". The proposed usage of the subject properties for stormwater management facilities would be consistent with the comprehensive plan.

3. The request promotes the purposes of this Zoning Ordinance as established in § 156.A.002, Purposes, and in other applicable purpose statements in this chapter.

§ 156.A.002(C)(1) “Encourage a diverse and stable economy with employment opportunities, particularly those that have meaningful multiplier effects in the local economy, by promoting the vitality and development of commercial and industrial districts”

§ 156.A.002(C)(2) “Enable and encourage entrepreneurship and local business growth”

§ 156.A.002(C)(3) “Enable retention and sensitive expansion of local businesses.”

4. Adequate facilities, including public or private utilities, solid waste service, roads, drainage, and other improvements are present or are planned to be provided.

The subject property has adequate access to existing public streets, water, sanitary sewer, storm sewer and other utilities.

5. The request demonstrates compatibility with surrounding conforming and permitted land uses and structures and with the general character of the area.

Land uses to the east and south include residential dwellings and vacant residential zoned lots. Land uses to the north include off-street parking facilities for JBS Swift & Co. Land uses to the west are those of general industrial, specifically JBS Swift & Co.

The proposed usage of the subject properties for stormwater management facilities which would be designed to support expansion of JBS Swift & Co’s main campus is compatible with all surrounding uses.

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

The subject properties cumulatively contain 1.17 acres of land area. The total development area dimensions are 406 feet north-south X 125 feet east-west.

Adequate area is available for development of the subject properties with stormwater management facilities.

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

The proposed rezoning is related to an expansion of JBS Swift & Co. To allow for expansion of their warehousing and shipment facilities on the south end of the campus additional land area is needed to accommodate stormwater management. Without a rezoning further expansion of these facilities would likely become difficult to accomplish.

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

The proposed development will support economic growth with the community and will introduce additional open space to the neighborhood which can contribute to improved health of residents.

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

See review criteria #2 regarding future land use map.

Land use General Goal 1: Maximize the potential of the community of Marshalltown as a thriving center for business and healthy recreation, while maintaining and enhancing its livability as a residential community.

Land use industrial Goal 1: Retain and expand Marshalltown's industrial land uses to ensure a diverse tax base and local employment opportunities.

The proposed rezoning will work to advance the goals of the comprehensive plan, including those called out above, by supporting the expansion of an existing industrial business, JBS Swift & Co. This expansion will increase the local tax base and support local employment opportunities.

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

Staff is recommending that this rezoning be subject to conditions restricting land usage beyond the standard land use restrictions. The purpose for the restrictions would be to support consistency with the comprehensive plan while still supporting the JBS Swift & Co. expansion as planned. The specific restrictions would be to prohibit uses which would normally be subject to a special use permit and to require a special use permit for all other uses normally permitted by right, but which are not otherwise permitted within the RM zoning district. The special use permit provision is intended to create oversight for certain uses considering the proximity to adjacent residential uses.

The complete list of prohibited uses and those uses to be subject to special use permit are included within the draft ordinance. The property owners will need to agree to these conditions in writing prior to close of a public hearing at city council.

11. The suitability of the subject property for the zoned purposes.

The applicant has provided a site development concept drawing showing how the subject properties are intended to be used for a stormwater management facility. Initial staff review indicates that the subject properties are suitable for the intended development. The subject properties are also suitable for alternative development, but staff recommends the land uses for this area be subject to conditions (see review criteria #10).

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

The surrounding area is composed of an established residential neighborhood. The comprehensive plan does identify adjacent properties to transition to higher density residential uses. Allowing for this rezoning to support the JBS expansion and creation of a stormwater management facility that will second as a landscaped buffer is beneficial to protecting existing residential uses and/or

supporting redevelopment of adjacent properties into higher density residential uses.

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

Notice of the proposed rezoning, including meeting dates and times, has been mailed to all property owners within 250 feet of the rezoning boundary + width of any intersecting street. Signs have also been posted on N 10th Avenue, Lee Street, and Woodbury Street.

As of publication of this staff memo no public comments have been received. Staff has received some questions about what is being proposed, but no formal comments have been received.

Attachments:

1. Aerial Vicinity Map - 301 to 319 N 10th Ave Rezoning
2. Ordinance 15100
3. JBS Expansion Application
4. Draft JBS Distribution Expansion Construction Plans

Aerial Vicinity Map
301-319 N 10th Avenue Rezoning



ORDINANCE 15100

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP FOR LOTS 166, 167, 168, 169, 170, 171, 172, 173, 174, AND 175 IN MELROSE PARK ADDITION TO THE TOWN OF MARSHALL, MARSHALL COUNTY, IOWA FROM MEDIUM DENSITY RESIDENTIAL ZONING DISTRICT TO GENERAL INDUSTRIAL ZONING DISTRICT

WHEREAS, the owner of record for Lots 166, 167, 168, 169, 170, 171, 172, 173, 174, and 175 in Melrose Park Addition to the Town of Marshall, Marshall County, Iowa have petitioned to have their properties rezoned from RM, Medium Density Residential Zoning District to GI, General Industrial Zoning District ; and,

WHEREAS, certain conditions further restricting land uses within the rezoning area are justified to ensure consistency with the City of Marshalltown's adopted comprehensive plan which identifies the subject properties as low density residential or parks and open space buffer areas; and,

WHEREAS, the owner of the subject properties within the area of the official zoning map amendment have agreed to the conditions of the official zoning map amendment in writing; and,

WHEREAS, the Planning and Zoning Commission has reviewed this petition at their regular meeting on April 17th, 2025 and following a public hearing has made a recommendation to approve the official zoning map amendment petition; and,

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

Section 1. Official Zoning Map Amendment. The following legally described property is hereby rezoned from RM, Medium Density Residential Zoning District to GI, General Industrial Zoning District:

Lots 166, 167, 168, 169, 170, 171, 172, 173, 174, and 175 in Melrose Park Addition to the Town of Marshall, Marshall County, Iowa

AND

To the centerline of adjacent public right-of-way.

Section 2. Conditions. The official zoning map amendment outlined in Section No. One of this ordinance shall be subject to the following conditions:

A. Prohibited Land Uses. The following land uses shall be prohibited:

1. All Group Living Uses
2. Airport Or Heliport Uses

3. Correctional Facility Uses
4. Solar Panel Array Uses (Principal Use)
5. Ground Mounted Solar Panel Array Uses (Accessory Use)
6. Adult Entertainment Business Uses
7. All Heavy Industrial Uses, Excluding Any Park Or Open Space Area Uses Designed To Support Adjacent Heavy Industrial Uses Such As, But Not Limited To, Stormwater Management Facility Uses
8. All Waste-Related Service Uses, Excluding Recycling Facility Uses

B. **Special Use Permit Required:** The following land uses shall be subject to issuance of a special use permit:

1. All Agriculture and Animal-Related Service uses
2. All Education Facility Uses
3. All Medical Facility Uses
4. Any Park Or Open Space Area Uses Designed To Support Adjacent Heavy Industrial Uses Such As, But Not Limited To, Stormwater Management Facility Uses
5. All Passenger Terminal Uses, Excluding Airport or Heliport Use
6. All Social Service Uses, Excluding Correctional Facility Use
7. All Indoor Entertainment Uses
8. All Office Uses
9. All Commercial Parking Uses
10. All Restaurant Uses
11. All Retail Repair, sales, and Service Uses
12. All Self-Storage Uses
13. All Vehicle Sales and Service Uses
14. All Light Industrial Uses
15. All Warehousing and Freight Movement Uses
16. Recycling Facility Uses
17. Wholesale Trade Uses

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 _____ 2025 and signed this _____ day of _____ 2025.

Signatures on following pages.

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 _____ 2025, and was published in the Marshalltown Times-Republican, a newspaper of general circulation in the City of Marshalltown, Iowa, on the ____ day of _____ 2025.

Alicia Hunter, City Clerk

SWIFT PORK COMPANY

Brad Carl

SIGNATURE

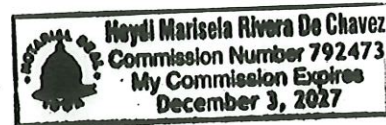
Brad Carl - Corporate Engineer

PRINT NAME AND TITLE

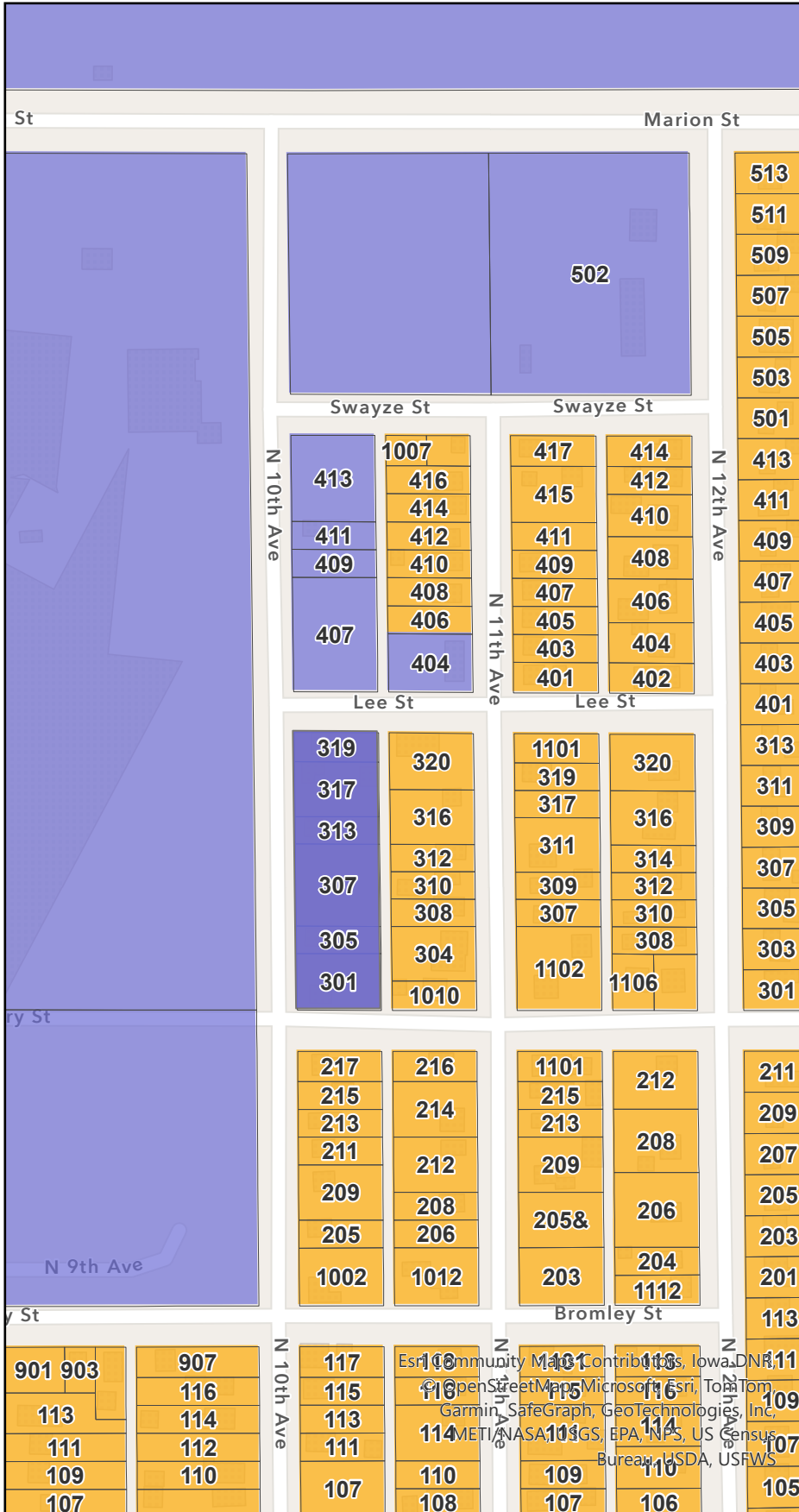
On this 10 day of April, 2025 before me, the undersigned, a notary in public in and for the State of Iowa, personally appeared Brad Carl, to me known to be the identical person(s) named in the foregoing instrument and who executed the same as his/her/their/ voluntary act and deed.

[Signature]

Notary Public in and for the State of Iowa



Marshalltown Zoning



Legend

Parcels

Zoning Districts

-  Agricultural (AG)
-  Rural Residential (RR)
-  Low-Density Residential (RL)
-  Medium-Density Residential (RM)
-  High-Density Residential (RH)
-  Mixed-Use (MU)
-  Urban Core (UC)
-  General Commercial (GC)
-  General Industrial (GI)
-  Planned Unit Development (PUD)
-  Public and Institutional (PI)
-  Recreation (REC)



0 100 200 400
US Feet



**MARSHALLTOWN
MORE THAN EVER**

Date Submitted & Fee Paid:

PAID 500.00
V.#: 8001561160

Rcvd
03/17/25
HAT

Rezoning Request Application Form

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

www.marshalltown-ia.gov

All items listed must be submitted with this application:

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



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



Application fee. A \$500 fee is required payable to "City of Marshalltown." The fee must be paid when the application is submitted to the Zoning Office. *pd 03/17/25 ✓*

Please type or print legibly in ink.

Property Address:

402 N 10th Ave, Marshalltown IA 50158

Owner:

Swift & Company

Mailing Address:

1770 Promontory Cir, Greeley CO 80634

Phone:

641-752-9320

E-mail:

Brad.Carl@Jbssa.com

Current Zoning Classification:

Residential

Current Use:

Residential (Houses & Empty Lots)

Proposed Zoning Classification:

General Industrial

Proposed Use:

Stormwater Management

Please list the uses of surrounding properties:

Residential, Commercial, Industrial

Signature and Date:

Brad Carl 3-17-25

MARSHALLTOWN

— I O W A —

HOUSING & COMMUNITY DEVELOPMENT DEPARTMENT

36 North Center Street, Marshalltown, IA 50158

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

www.marshalltown-ia.gov

Rezoning Request Application Packet

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

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

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

301 N 10th Ave- Lots 166 and 167 in Melrose Park, an Addition to Marshall, Marshall County, Iowa

305 N 10th Ave- Lot 168 Melrose Park Addition to Marshall, Marshall County, Iowa

307 N 10th Ave- Lot 171, Melrose Park Addition to Marshall, Marshall County, Iowa, and Lots 169 and 170, Melrose Park Addition to Marshall, Marshall County, Iowa

313 N 10th Ave- Lot 172 in Melrose Park, an Addition to Marshall, Marshall County, Iowa

317 N 10th Ave- Lots 173 and 174, Melrose Park, an Addition to the town of Marshall, Marshall County, Iowa

319 N 10th Ave- Lot 175 in Melrose Park, an Addition to Marshall, Marshall County, Iowa

GENERAL GRADING NOTES

1. SLOPES SHALL NOT BE GREATER THAN 3:1, UNLESS OTHERWISE NOTED
2. GRADE TO DRAIN AWAY FROM ALL BUILDINGS.
3. SIDEWALK CROSS SLOPES SHALL NOT EXCEED 2%. CONTRACTOR SHALL TARGET 1.5% CROSS SLOPE.
4. STRIP TOPSOIL TO A DEPTH OF 8" & STOCKPILE AS PER PLAN. RESPREAD TOPSOIL AT LEAST 8" DEEP AS PER SPECIFICATIONS.

LEGEND

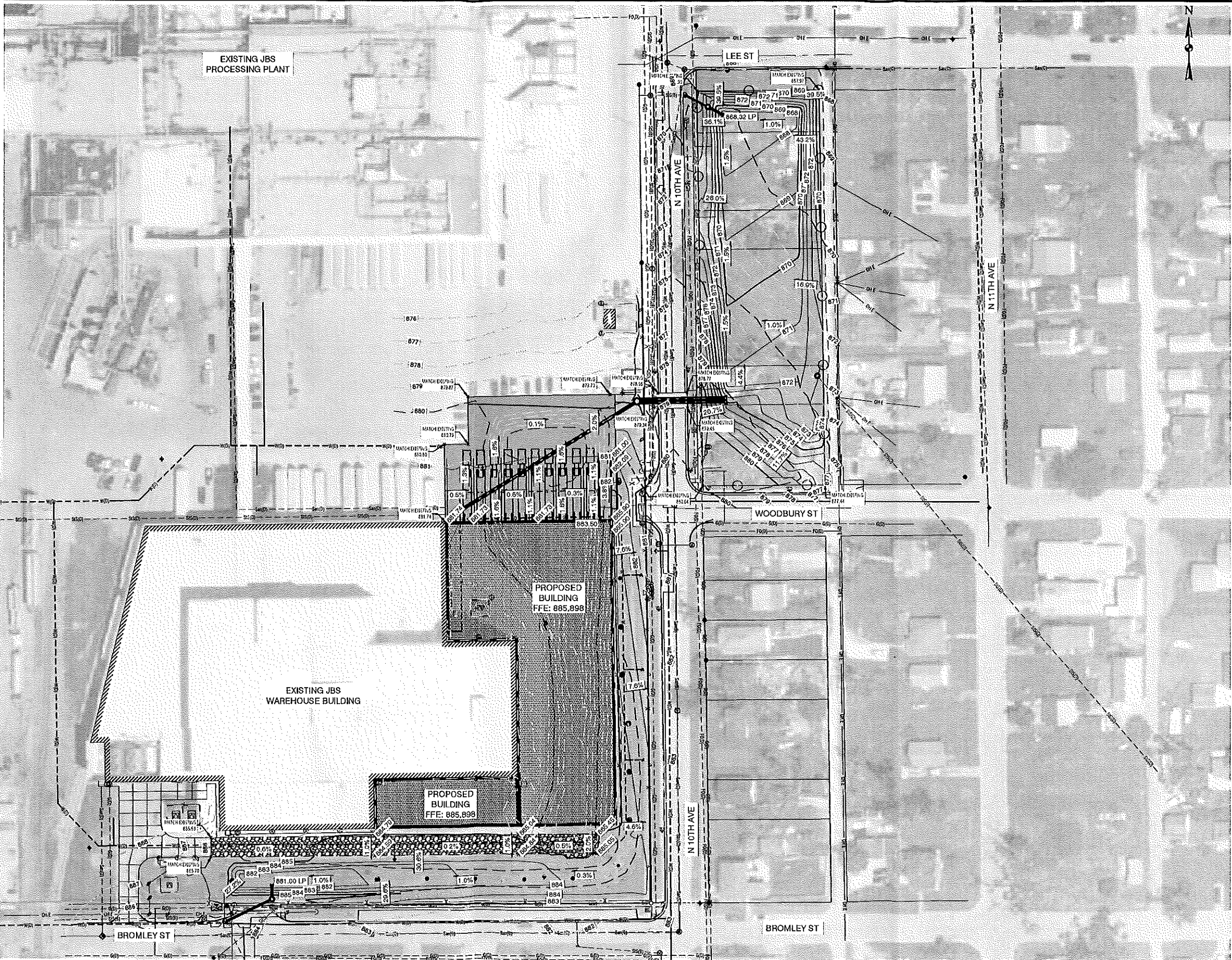
- 2.0% PROPOSED SLOPE
- PROPOSED DRAINAGE PATTERN
- LP LOW POINT

EARTHWORK SUMMARY

TOPSOIL
TOPSOIL STRIP & STOCK PILE = 3,470 CY
TOPSOIL SPREAD (+30%) = 2,725 CY
TOPSOIL WASTE = 745 CY

EARTHWORK
CUT = 5,440 CY
FILL (+30%) = 17,025 CY
BORROW = 11,585 CY

TOTAL NET
BORROW = 10,840 CY



NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE



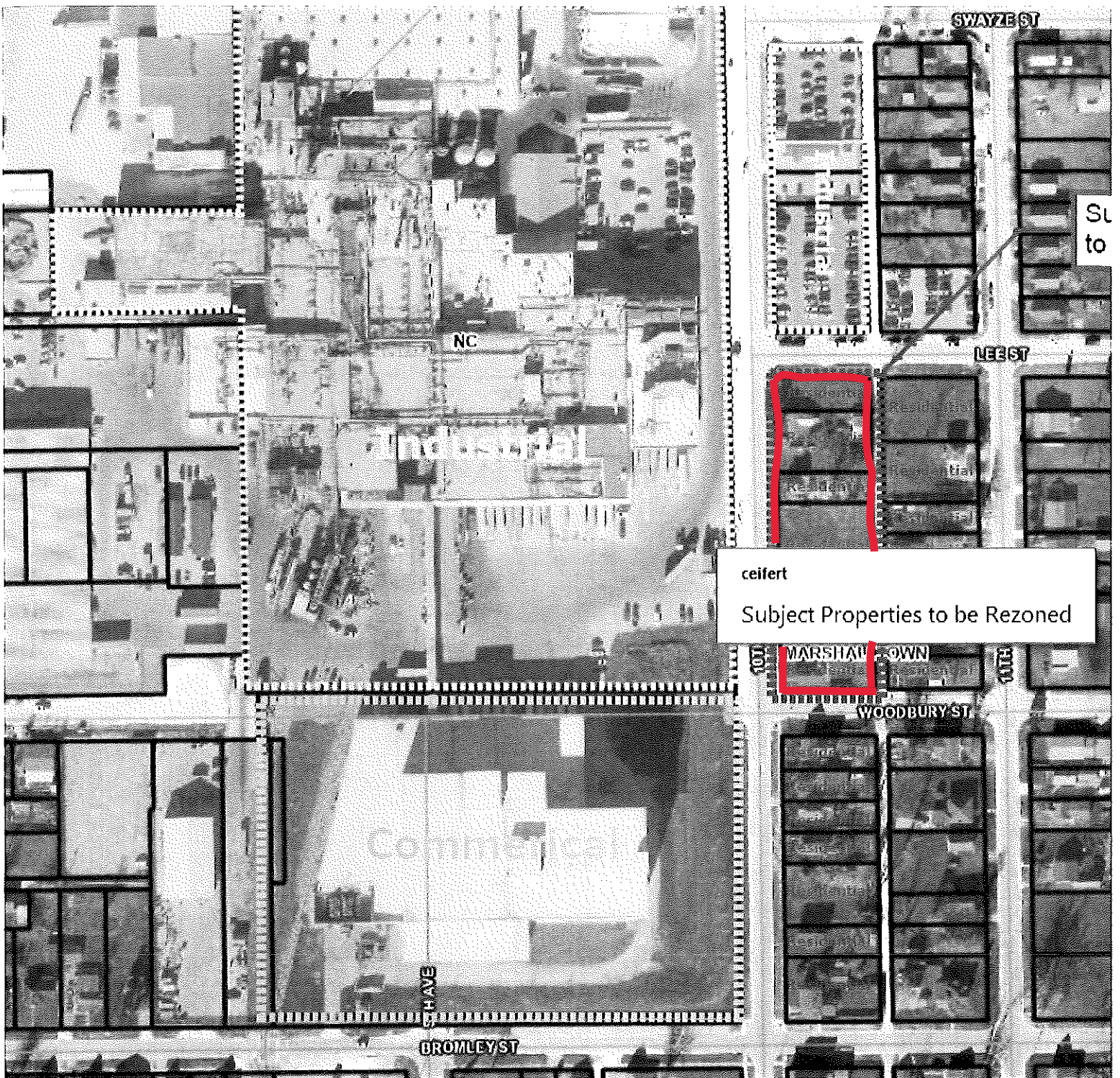
Chapman & Garber Associates, Inc.
16 East Main Street
Marshalltown, Iowa 50158
Ph 641-752-8701
www.cgaconsultants.com

DESIGNED: _____ DATE: _____
DRAWN: _____ DATE: _____
CHECKED: _____ DATE: _____
APPROVED: _____ DATE: _____

JBS DISTRIBUTION EXPANSION
MARSHALLTOWN, IOWA

OVERALL GRADING PLAN

PROJECT NO.
25-DS-0026
SHEET NO.
C.300





ADDENDUM/AMENDMENT



TO OFFER TO BUY REAL ESTATE AND ACCEPTANCE

SELECT "A" OR "B" BELOW BY CHECKING THE APPROPRIATE BOX

- ☐ A. ADDENDUM. In reference to the ☒ OFFER TO BUY REAL ESTATE AND ACCEPTANCE (☐ or COUNTER OFFER)
TO _____, Seller, FROM _____, Buyer,
DATED _____, for the real property commonly known as _____

the following additional terms and provisions in Section "C" below shall apply:

- ☒ B. AMENDMENT. In reference to the Agreement of Sale between Jerry A Starn, Seller,
and Swift Pork Company, Buyer, acceptance date 3/4/2025,
for the purchase of the real property commonly know as 301 N 10th Ave Marshalltown IA 50158

the undersigned Buyer(s) and Seller(s) hereby agree to the following: ☐ extension for financing, ☐ change of possession date, ☐ required repairs, ☒ contingency release, ☐ authorization to Disburse Earnest Money, ☐ other _____

with the following terms and conditions in Section "C" below:

- C. ADDITIONAL TERMS, PROVISIONS AND/OR CONDITIONS OF ☒ A. ADDENDUM or ☐ B. AMENDMENT:

The Buyers hereby release the contingency outlined in the Purchase Agreement, which was subject to the successful purchase of other properties. This release confirms that the agreement will proceed without said contingency, and all other terms of the Purchase Agreement remain in full force and effect.

Buyers and sellers agree to set the closing and possession to occur on April 7, 2025 By 4:00 PM

OTHER TERMS: all other terms and conditions of the ☐ Offer to Buy/ ☐ Counter Offer/ ☒ Agreement of Sale aforementioned shall remain the same. The herein agreement, upon its execution by both parties, is herewith made an integral part of the aforementioned document.

Date 3-7-25
Buyer Brian Gil
Buyer _____

Date 3/7/25
Seller Jerry A Starn
Seller _____

908



IOWA OFFER TO PURCHASE REAL ESTATE



Page 1 of 6

BUYER: Swift Pork Company

SELLER: Jerry A. Starn

ADDRESS: 301 N 10th Ave

LEGAL DESCRIPTION: Per Abstract

When Computing Time and Providing Notices Under This Agreement: "Day(s)" means calendar days (Sunday-Saturday). A day begins at 12:00 AM and ends at 11:59 PM.

Notice: Any notice that is required under the provisions of this Agreement shall be deemed given when it is received in writing either by hand delivery, fax, return receipt requested mail, or electronic mail. Persons designated for receipt of any notice for the purpose of fulfilling the terms of this Agreement shall be the SELLER or BUYER or their respective agents.

This offer shall automatically expire on (Date/Time) _____ without any additional notice that the offer has expired being required. Buyer has the right to withdraw this offer anytime prior to expiration of the offer, so long as not yet accepted by Seller, by communicating the same to SELLER or SELLER'S Agent/Broker. If this offer is not accepted or is properly withdrawn prior to acceptance, earnest money shall be returned to BUYER.

1. PURCHASE PRICE. \$ 125,000 with Earnest Money of \$ 0

2. ESCROW. Earnest monies shall be delivered within 5 days (no later than five banking days) upon acceptance of this offer, to be held in trust by Premier Real Estate Group hereafter called "Escrow Agent," with the understanding that such individual or entity holding the funds do not assume or have any liability for performance or nonperformance of any party, and that they have the right to require the receipt, release and authorization in writing of all parties before paying the deposit to any party. If any party fails to agree in writing to an appropriate release of earnest money, then funds shall be released based on Iowa Law. Earnest money shall be applied to the purchase price and any other costs related to the purchase at closing.

If earnest money is not delivered to the individual or entity holding trust funds in this transaction within the above agreed upon time period, SELLERS may void this offer by providing written notice to the BUYER prior to the delivery of the earnest money.

Interest on trust account shall be forwarded to the State of Iowa, Iowa Association of REALTORS® Foundation, a charitable non-profit entity, or as directed and mutually agreed in writing by both BUYER and SELLER.

3. COMPENSATION.

☐ Seller agrees to pay the Buyer's Brokerage who has a signed Buyer Agreement with the Buyer of the property, compensation of \$ _____ or _____ % of sales price at settlement.

☒ Seller is not being asked to provide compensation to the Buyer's brokerage.

Seller's agreement to allow Buyer's Broker to be compensated at time of settlement does not create any type of exclusive duty, agency agreement or any other type of relationship between Seller and Buyer's brokerage or agent.

Compensation is negotiable between the parties of a transaction and is not set by law.

30 Days After Removal of Contingency. See Page 6 Section 28 of Purchase Agreement Lines 256-264

4. CLOSING AND POSSESSION. Closing shall be on or before _____ and be made upon delivery of an instrument of title. A closing representative may be appointed to provide settlement services, closing services and title services. Parties in a transaction are not required to use the same service provider. They may choose

BUYERS FKE, _____ SELLERS J.S., _____ have read this page.

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their own settlement, closing and title services provider and be charged for the services they provide. Possession to be given immediately upon closing of the property, unless otherwise mutually agreed by the parties.

5. PAYMENT.

☐ **NEW MORTGAGE**--This offer is contingent upon BUYER obtaining a written mortgage commitment based on the following terms:

Loan Type: ☐ CONVENTIONAL ☐ ARM ☐ FHA ☐ RD ☐ VA
☐ OTHER

Loan amount not to exceed ____% of the purchase price with an interest rate not to exceed ____% for a term of ____ years. If the property does not appraise at or above the purchase price, BUYER shall have the right to declare this Agreement null and void with return of earnest money to the BUYER.

BUYER agrees upon acceptance of this offer to immediately make application with a lender for such mortgage and to make their best good faith effort to obtain such mortgage. BUYER to provide to SELLER a written preliminary approval within ____ days from acceptance this offer. The written preliminary approval from the lender must evidence BUYER'S ability to qualify for the loan amount per terms set forth above, subject only to reasonable and customary conditions as the lender typically imposes up on preliminary approval letters. After delivery of the written preliminary approval, a written final loan commitment, with ALL lender contingencies met, must be delivered to SELLER on or before ____ days prior to closing. If a written final loan commitment has not been provided within this time, then SELLER may rescind this Agreement by giving written notice to the BUYER stating that if a loan commitment has not been obtained within ____ days of delivery of such notice, then this Agreement shall be null and void with earnest money returned to BUYER. If SELLER does not give such written notice, then this Agreement shall remain valid until the BUYER has obtained a loan commitment or a denial. The balance of the purchase price less the proceeds of such mortgage shall be paid by BUYER in cash at closing.

☐ **INSTALLMENT CONTRACT:** See attached addendum or other provisions.

☐ **ASSUMPTION of MORTGAGE or CONTRACT:** See attached addendum or other provisions.

☒ **CASH:** This is a CASH offer. This offer, once accepted is not contingent upon BUYER obtaining financing. BUYER shall provide proof of funds to SELLER within 3 calendar days of final acceptance. If BUYER fails to provide said proof, SELLER may notify the BUYER in writing that this Agreement is void.

☐ This cash offer is subject to an appraisal. If property does not appraise at or above purchase price, BUYER shall have the right to void this contract with return of earnest money to the BUYER.

☒ This cash offer is NOT subject to an appraisal.

☐ **SUBJECT TO SALE/CLOSING:** This offer is subject to the sale and/or closing of the BUYER'S property: See Subject to Sale addendum.

☐ **OTHER:** _____

6. INCLUDED PROPERTY. All property, including keys, alarms and garage door remotes, opener, and control(s), shall be delivered to BUYER at possession or closing, whichever occurs first. All fixtures presently installed including, but not limited to: wall-to-wall carpeting and vinyl, light fixtures and bulbs, ceiling fan(s), mirrors (including bathroom), shelving, shades, rods, blinds, awnings, storm windows, storm doors, screens, plumbing fixtures, sump pump, water heater, water softener, automatic heating equipment, fireplace equipment including screens and grates, fuel/propane tank (if owned), air conditioning equipment (including window), door chimes, alarm devices, built-in items and electrical service, cable/fencing (including underground), other attached fixtures, radio and/or attached TV receiving equipment (including tv mounts), whole house speakers (including surface mounted), trees, bushes, shrubs, plants, appurtenant structures or equipment and storage buildings are included in this Agreement.

7. EXCLUDED ITEMS.

BUYERS Flu, _____ SELLERS J.S., _____ have read this page.

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8. PERSONAL PROPERTY AND DEBRIS. SELLER agrees to remove all personal property and debris that is not included herein from the premises by date of closing, unless otherwise agreed in writing. This offer is for real estate and does not include the transfer of interests in any personal property. If personal property is being transferred, SELLER and BUYER shall complete a separate bill of sale for said items.

9. REAL ESTATE TAXES, SPECIAL ASSESSMENTS, PRORATIONS.

TAXES: All regular taxes due and payable in the fiscal year in which possession is given are to be paid by Seller as well as all unpaid taxes that are liens for prior years. All regular taxes for the fiscal year in which possession is given (due and payable in the following fiscal year) are to be pro-rated between Buyer and Seller as of the date of possession. The basis of such proration shall be the taxes that were certified and payable in the prior fiscal year. If such taxes are not based upon a full assessment of the present property improvements the proration shall be based on the current millage rate and the assessed value for the tax period to date of possession shown on the assessor's records, less tax abatement, if any. Buyer should verify any potential future tax liabilities. If Buyer is purchasing under an installment contract see attached addendum made a part of this contract.

SPECIAL ASSESSMENTS: SELLER shall pay in full all Special Assessments whether levied or pending and all certified liens of record as of the date of closing. Any preliminary or deficiency assessments which cannot be discharged by payment at closing shall be paid through a written escrow account with sufficient funds to pay such liens when payable, with any unused funds to be returned to the SELLER. All charges for solid waste, trash removal, sewage, utility bills, and assessments for maintenance that are attributable to the SELLER'S ownership shall be paid by the SELLER.

PRORATIONS: Adjustments for interest, insurance, HOA dues, unused fuels (calculated at current market value), land leases, rents, etc. shall be prorated to the date of possession.

10. INSURANCE. SELLER shall bear the risk of loss or damage to property until closing. SELLER agrees to maintain existing insurance until closing, and it is BUYER'S responsibility to determine insurability of Property. In the event of substantial damage or destruction prior to closing, this Agreement may be null and void if BUYER desires. BUYER, however, shall have the right to complete the closing and receive insurance proceeds regardless of the extent of the damage plus a credit towards the purchase price equal to the amount of the SELLER'S deductible on such policy. The property shall be deemed substantially damaged or destroyed if it cannot be restored to its present condition on or before the closing date.

11. SELLER'S DISCLOSURE. If a Seller Disclosure of Property Condition form required by Iowa Code Chapter 558A was provided in this transaction, it is incorporated herein as if fully and completely set forth in this paragraph, and this paragraph shall survive closing.

12. CONDITION OF PROPERTY. The property as of the date of this Agreement including buildings, grounds, and all improvements will be preserved by SELLER in its present condition until possession or closing, whichever takes place first, with the exception of ordinary wear and tear that would reasonably be expected. SELLER further represents plumbing, heating, cooling and electrical systems and appliances included in this Agreement to be in working order and functioning in the manner in which it was intended at the time of possession and closing, whichever occurs first, with the exception of:

Buying the property 'As Is'

BUYER shall be permitted to make a walk-through inspection of the property prior to possession or closing, whichever is sooner, in order to determine that there has been no material change in the condition of the property.

☒ **AS-IS:** BUYER is purchasing property As-Is. See attached addendum or other provisions.

BUYERS FR1, _____ SELLERS J.S., _____ have read this page.

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REAL ESTATE



"As Is" Addendum

Once accepted and agreed to, a Purchase Contract on a property sold "As-Is" is a binding contract to all parties.

If Buyer wants to inspect for property condition information, they should inspect property **prior** to making an offer. This form Part (1) conforms to this understanding.

If Seller would agree to allow a Buyer the right to cancel the Purchase Agreement after inspections, complete Part (2).

If Seller may negotiate on potential repairs, complete Part (3).

Seller Jerry A. Starn

Buyer Swift Pork Company

Property Address 301 N 10th Ave. Marshalltown IA, 50158

- ☒ (1) The property is sold in the condition presented. Any inspections, including but not limited to termite, building, mechanical, plumbing, environmental, cosmetic, or structural inspection is waived by the Buyer. No repairs or corrections will be made by the Seller.
- ☐ (2) While the property is being sold "As-Is", the Buyer requests a building, mechanical, termite, structural or environmental inspection to determine the status of the property. This option includes the right of the Buyer to cancel this contract if the results of the inspections are unsatisfactory. Seller will make no repairs.
- ☐ (3) While the property is being sold "As-Is", the Buyer is entitled to all rights allowed in the termite, building, mechanical, structural and environmental inspection clauses of the contract, including the right to ask for repairs. It is understood that the Seller's position may be to deny any requests for repairs. If parties cannot agree in writing to repairs, the Offer for Real Estate shall be void and Earnest Money returned to Buyer.

It is further understood by all parties that an "As-Is" sale does not relieve the Seller of the obligation to properly fill out a Seller's Property Condition form (when required), and that all real estate licensees must disclose all Material Adverse Facts of which he/she has knowledge or which are readily available or observable relating the condition of the property.

Jerry A. Starn 3/4/25 Swift Pork Company 4/20/25
Seller Date Buyer Date

Seller _____ Date _____ Buyer _____ Date _____

13. INSPECTIONS. BUYER is advised to have property inspected by a professional inspector(s). BUYER may choose from the following alternatives relative to the condition and quality of the property:

☐ Within ___ calendar days after the final acceptance date, BUYER may, at BUYER'S sole expense, have the property inspected by a qualified person(s) of BUYER'S choice to determine if there are any structural, mechanical, plumbing, electrical, environmental concerns and other deficiencies or hazards. These inspections are not to be construed as inspections to bring a home into compliance with the current building code unless property was built when current codes were in effect. SELLER is responsible for connection fees, if any, for purposes of conducting these inspections. Within this same period, BUYER shall notify SELLER in writing of any such deficiency(s). In the event of any claim or demand by BUYER as a result of inspections, SELLER may not automatically void this contract. SELLER shall have the right to view parts of the inspection report that pertains to BUYER'S claims/demands, and SELLER shall within 3 days, in writing, notify the BUYER with one of the following options:

1. Make said items operational or functional or otherwise curing the deficiency prior to closing; OR
2. Shall negotiate, in good faith, a modification of the Agreement; OR
3. Shall respond that such steps are unacceptable, and that the Seller wishes to do nothing in response to Buyer's request(s).

Then, within 2 days of Seller's response, Buyer shall either:

1. Accept the Seller's response regarding the above demands and claims and agree to purchase the property referenced in this offer, OR
2. If the Seller has not accepted all of the Buyer's requests, the Buyer may reject the Seller's response, declare the contract void and shall receive a full refund of the earnest money.

☒ BUYER has been advised by REALTOR* to have an inspection done but has waived that option.

BUYER waived inspection. FRJ initial(s)

14. SEPTIC INSPECTION. Conveyance may require a septic inspection. Any terms relating to such inspections should be addressed by a separate addendum. *See addendum.*

15. WOOD PEST INSPECTION. BUYER may request a pest control inspection by a licensed inspector within ___ days after acceptance of this Offer or, if a deadline is not marked in this paragraph, will be the same time period of inspections addressed in paragraph eleven. The Wood Pest inspection shall be done at ☐ BUYER'S expense ☐ SELLER'S expense. Should evidence of termites or wood destroying insects be found, the property and structure(s) may be treated by a licensed pest exterminator in an appropriate manner at SELLER'S option, and shall include all treatment and repair reasonably required by BUYER. BUYER agrees to accept treated and repaired property; or prior to the commencement of treatment and repairs, shall have the option of declaring this Agreement null and void and be entitled to full return of earnest money. If property is sold in its "AS-IS" condition, this wood pest inspection paragraph is not applicable to this Agreement. This provision does not apply to fences, trees, shrubs or outbuildings.

BUYER waived pest inspection. FRJ initial(s)

16. SURVEY. BUYER may, within 10 or ___ days of acceptance, have the property surveyed at BUYER'S expense. If the survey, certified by a Registered Land Surveyor, shows any encroachment on property, or if any improvements located on the subject property encroach on lands of others, such encroachments shall be treated as a title defect. All lot and exterior dwelling measurements are approximate. Only a survey will determine exact dimensions. The brokers and agents do not guarantee any lot lines or building measurements.

BUYER waived survey. FRJ initial(s)

BUYERS FRJ, _____ SELLERS J.S., _____ have read this page.

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17. NEW CONSTRUCTION. If this property is for the purchase of new construction, there may be other issues or documents that need to be addressed that may not be addressed in this Agreement. You should use additional addendums to address such issues. *See addendum.*

18. ABSTRACT AND TITLE. SELLER shall promptly provide an abstract of title continued until within 30 days of closing. Such abstract shall be delivered to an attorney for a title opinion for the BUYER; such attorney to be selected by the BUYER or their mortgagee. SELLER agrees to make every reasonable effort to promptly perfect the title in accordance with such opinion so that upon conveyance, title shall be deemed marketable in compliance with this Agreement, the land title laws of the State of Iowa, and the Iowa Title Standards of the Iowa Bar Association. If closing is delayed due to SELLER's inability to provide marketable title, this Agreement continues in force and effect until either party rescinds this Agreement with written notice to the other party and the Brokers. The SELLER shall not be entitled to rescind unless they have made a reasonable effort to produce marketable title. Municipal building codes and zoning ordinances shall not be construed as title encumbrances. SELLER agrees to convey Title by Warranty Deed or other instrument of title agreed upon by both parties. Usual restrictive covenants and utility easements common to platted subdivisions of which the property is a part or any other reservations or exceptions acceptable to BUYER shall not be considered a valid title objection.

19. JOINT TENANCY IN PROCEEDS AND IN SECURITY RIGHTS IN REAL ESTATE. If SELLERS' title is held in joint tenancy, this Agreement shall not sever such joint tenancy. If SELLERS, immediately preceding this offer, hold title to the property in joint tenancy, and such joint tenancy is not later destroyed by operation of law or by acts of SELLERS, then, (1) the proceeds of this sale, and any continuing and/or recaptured rights of SELLERS in real estate shall be and continue with SELLERS as joint tenants with rights of survivorship and not as tenants in common; and (2) BUYER in the event of the death of either SELLERS agree to pay any balance of the proceeds of this sale to the surviving SELLER and to accept deed from such surviving SELLER unless otherwise specified in writing or unless otherwise required by court order.

20. APPROVAL OF COURT. If the property is an asset of any estate, trust, conservatorship, or receivership, this contract shall be subject to Court approval, unless declared unnecessary by BUYER'S attorney. If necessary, the appropriate fiduciary shall promptly obtain court approval and conveyance shall be made by Court Officer's Deed. If this Agreement is not so approved this Agreement shall then be null and void with return of earnest money to the BUYER.

21. REMEDIES OF THE PARTIES. If SELLER fails to fulfill this Agreement, BUYER shall have the right to have all payments returned or to proceed by an action or actions at law or in equity. If BUYER fails to fulfill this Agreement, all payments by BUYER may be forfeited and retained by SELLER as provided in law. In addition to the foregoing remedies, BUYER and SELLER each shall be entitled to any and all other remedies, or action at law or in equity, including foreclosure, and the party at fault shall pay court costs and reasonable attorney fees, and a receiver may be appointed.

22. FLOOD HAZARD ZONE. BUYER has been advised that the property may be in an area found to have special flood hazards. If the property is in a flood hazard area it may be necessary to purchase Flood Insurance in order to obtain financing. For further information, BUYER should consult a lender and insurance carrier.

23. GENERAL PROVISIONS. In the performance of each part of this Agreement, time shall be of the essence. This Agreement shall be binding on and inure to the benefit of the heirs, executors, administrators, assigns and successors in interest of the respective parties. This Agreement shall survive the closing. Paragraph headings are for the convenience of reference and shall not limit nor affect the meaning of this Agreement. Words and phrases herein, including any acknowledgement hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

BUYERS RL, _____ SELLERS J.S., _____ have read this page.

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24. INDEMNITY. If a mutual mistake regarding the rights and obligations of the parties is discovered after closing, that mistake shall be corrected by a mutual agreement. If the error is a monetary mistake, it is to be assessed and immediately collected from the party legally liable.

25. TYPEWRITTEN OR HANDWRITTEN PROVISIONS. Typewritten or handwritten provisions, riders, addendums, and amendments shall supersede printed provisions of this Contract that may be in conflict.

26. SIGNATURE CLAUSE. All parties agree to be bound to this contract even if every party does not sign on 1 original, as long as each copy that is signed is identical to every other signed copy. Electronic signature, fax copy with fax signature, email copy with email signature, shall all be deemed binding on the parties.

27. ENTIRE AGREEMENT. Upon acceptance, this offer becomes a binding Agreement which contains the entire Agreement of the parties and supersedes all prior Offers with respect to the property. Such Agreement may only be modified by a written agreement signed and dated by both parties.

28. OTHER PROVISIONS. All other provisions, if any, shall be by addendum, amendment, or as follows:

This offer is Contingent Upon getting a fully executed purchase agreement on the following Properties: 305 N 10th Ave Marshalltown IA, 50158,

313 N 10th Ave Marshalltown IA, 50158 and 317 N 10th Ave. Marshalltown IA, 50158. Closing and possession to be 30 days after the removal of this contingency.

Buyers to be responsible for cost of Deed Preparation, Abstract Continuation costs, Tax/Revenue (Transfer Stamps), Tax Proarrations and Billed Property Taxes,

Attorney Closing Fee.

Sellers are responsible to provide the abstract to the property immediately after removal of the contingency outlined in Page 6, section 28, lines 266-267

of the Purchase Agreement. Sellers are responsible to deliver the property with a clean and marketable title to the buyers at closing and free of any liens.

29. ACCEPTANCE. Once accepted, this offer shall become a **LEGALLY BINDING CONTRACT** for the sale and purchase of the above described property. If either party has any questions or concerns, it is highly recommended that they speak with an attorney prior to signing any documents.

The BUYER submits this Offer to Purchase Real Estate at (Date/Time) 2/10/25 11:45 AM

BUYER Sign & Date/Time

BUYER Sign & Date/Time

The SELLER has received the above Offer to Purchase Real Estate and hereby:

☒ Accepts ☐ Counters ☐ Rejects the above offer at (Date/Time) 3/4/25 10:20 A.M.

SELLER Sign & Date/Time

SELLER Sign & Date/Time

BUYER AGENT/OFFICE: Matthew Brodin at Premier Real Estate Group

SELLER AGENT/OFFICE: Sellers are Self Represented

Updated 9/3/2024

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IOWA OFFER TO PURCHASE REAL ESTATE



Page 1 of 6

BUYER: Swift Pork Company

SELLER: Ramona Gonzalez Gallardo

ADDRESS: 305 N 10th Ave. Marshalltown IA, 50158

LEGAL DESCRIPTION: Per Abstract

When Computing Time and Providing Notices Under This Agreement: "Day(s)" means calendar days (Sunday-Saturday). A day begins at 12:00 AM and ends at 11:59 PM.

Notice: Any notice that is required under the provisions of this Agreement shall be deemed given when it is received in writing either by hand delivery, fax, return receipt requested mail, or electronic mail. Persons designated for receipt of any notice for the purpose of fulfilling the terms of this Agreement shall be the SELLER or BUYER or their respective agents.

This offer shall automatically expire on (Date/Time) _____ without any additional notice that the offer has expired being required. Buyer has the right to withdraw this offer anytime prior to expiration of the offer, so long as not yet accepted by Seller, by communicating the same to SELLER or SELLER'S Agent/Broker. If this offer is not accepted or is properly withdrawn prior to acceptance, earnest money shall be returned to BUYER.

1. PURCHASE PRICE. \$ 150,000 with Earnest Money of \$ 0

2. ESCROW. Earnest monies shall be delivered within 5 days (no later than five banking days) upon acceptance of this offer, to be held in trust by Premier Real Estate Group hereafter called "Escrow Agent," with the understanding that such individual or entity holding the funds do not assume or have any liability for performance or nonperformance of any party, and that they have the right to require the receipt, release and authorization in writing of all parties before paying the deposit to any party. If any party fails to agree in writing to an appropriate release of earnest money, then funds shall be released based on Iowa Law. Earnest money shall be applied to the purchase price and any other costs related to the purchase at closing.

If earnest money is not delivered to the individual or entity holding trust funds in this transaction within the above agreed upon time period, SELLERS may void this offer by providing written notice to the BUYER prior to the delivery of the earnest money.

Interest on trust account shall be forwarded to the State of Iowa, Iowa Association of REALTORS® Foundation, a charitable non-profit entity, or as directed and mutually agreed in writing by both BUYER and SELLER.

3. COMPENSATION.

☐ Seller agrees to pay the Buyer's Brokerage who has a signed Buyer Agreement with the Buyer of the property, compensation of \$ _____ or _____ % of sales price at settlement.

☒ Seller is not being asked to provide compensation to the Buyer's brokerage.

Seller's agreement to allow Buyer's Broker to be compensated at time of settlement does not create any type of exclusive duty, agency agreement or any other type of relationship between Seller and Buyer's brokerage or agent.

Compensation is negotiable between the parties of a transaction and is not set by law.

30 Days After Removal of Contingency. See Page 6 Section 28 of Purchase Agreement Lines 256-257

4. CLOSING AND POSSESSION. Closing shall be on or before _____ and be made upon delivery of an instrument of title. A closing representative may be appointed to provide settlement services, closing services and title services. Parties in a transaction are not required to use the same service provider. They may choose

BUYERS FLC, _____ SELLERS RG, _____ have read this page.

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their own settlement, closing and title services provider and be charged for the services they provide. Possession to be given immediately upon closing of the property, unless otherwise mutually agreed by the parties.

5. PAYMENT.

☐ **NEW MORTGAGE**--This offer is contingent upon BUYER obtaining a written mortgage commitment based on the following terms:

Loan Type: ☐ CONVENTIONAL ☐ ARM ☐ FHA ☐ RD ☐ VA
☐ OTHER

Loan amount not to exceed ____% of the purchase price with an interest rate not to exceed ____% for a term of ____ years. If the property does not appraise at or above the purchase price, BUYER shall have the right to declare this Agreement null and void with return of earnest money to the BUYER.

BUYER agrees upon acceptance of this offer to immediately make application with a lender for such mortgage and to make their best good faith effort to obtain such mortgage. BUYER to provide to SELLER a written preliminary approval within ____ days from acceptance this offer. The written preliminary approval from the lender must evidence BUYER'S ability to qualify for the loan amount per terms set forth above, subject only to reasonable and customary conditions as the lender typically imposes up on preliminary approval letters. After delivery of the written preliminary approval, a written final loan commitment, with ALL lender contingencies met, must be delivered to SELLER on or before ____ days prior to closing. If a written final loan commitment has not been provided within this time, then SELLER may rescind this Agreement by giving written notice to the BUYER stating that if a loan commitment has not been obtained within ____ days of delivery of such notice, then this Agreement shall be null and void with earnest money returned to BUYER. If SELLER does not give such written notice, then this Agreement shall remain valid until the BUYER has obtained a loan commitment or a denial. The balance of the purchase price less the proceeds of such mortgage shall be paid by BUYER in cash at closing.

☐ **INSTALLMENT CONTRACT:** See attached addendum or other provisions.

☐ **ASSUMPTION of MORTGAGE or CONTRACT:** See attached addendum or other provisions.

☒ **CASH:** This is a CASH offer. This offer, once accepted is not contingent upon BUYER obtaining financing. BUYER shall provide proof of funds to SELLER within 3 calendar days of final acceptance. If BUYER fails to provide said proof, SELLER may notify the BUYER in writing that this Agreement is void.

☐ This cash offer is subject to an appraisal. If property does not appraise at or above purchase price, BUYER shall have the right to void this contract with return of earnest money to the BUYER.

☒ This cash offer is NOT subject to an appraisal.

☒ **SUBJECT TO SALE/CLOSING:** This offer is subject to the sale and/or closing of the BUYER'S property: See Subject to Sale addendum.

☒ **OTHER:** See attached addendum

6. INCLUDED PROPERTY. All property, including keys, alarms and garage door remotes, opener, and control(s), shall be delivered to BUYER at possession or closing, whichever occurs first. All fixtures presently installed including, but not limited to: wall-to-wall carpeting and vinyl, light fixtures and bulbs, ceiling fan(s), mirrors (including bathroom), shelving, shades, rods, blinds, awnings, storm windows, storm doors, screens, plumbing fixtures, sump pump, water heater, water softener, automatic heating equipment, fireplace equipment including screens and grates, fuel/propane tank (if owned), air conditioning equipment (including window), door chimes, alarm devices, built-in items and electrical service, cable/fencing (including underground), other attached fixtures, radio and/or attached TV receiving equipment (including tv mounts), whole house speakers (including surface mounted), trees, bushes, shrubs, plants, appurtenant structures or equipment and storage buildings are included in this Agreement.

7. EXCLUDED ITEMS.

BUYERS FLZ, SELLERS RG, have read this page.

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8. PERSONAL PROPERTY AND DEBRIS. SELLER agrees to remove all personal property and debris that is not included herein from the premises by date of closing, unless otherwise agreed in writing. This offer is for real estate and does not include the transfer of interests in any personal property. If personal property is being transferred, SELLER and BUYER shall complete a separate bill of sale for said items.

9. REAL ESTATE TAXES, SPECIAL ASSESSMENTS, PRORATIONS.

TAXES: All regular taxes due and payable in the fiscal year in which possession is given are to be paid by Seller as well as all unpaid taxes that are liens for prior years. All regular taxes for the fiscal year in which possession is given (due and payable in the following fiscal year) are to be pro-rated between Buyer and Seller as of the date of possession. The basis of such proration shall be the taxes that were certified and payable in the prior fiscal year. If such taxes are not based upon a full assessment of the present property improvements the proration shall be based on the current millage rate and the assessed value for the tax period to date of possession shown on the assessor's records, less tax abatement, if any. Buyer should verify any potential future tax liabilities. If Buyer is purchasing under an installment contract see attached addendum made a part of this contract.

SPECIAL ASSESSMENTS: SELLER shall pay in full all Special Assessments whether levied or pending and all certified liens of record as of the date of closing. Any preliminary or deficiency assessments which cannot be discharged by payment at closing shall be paid through a written escrow account with sufficient funds to pay such liens when payable, with any unused funds to be returned to the SELLER. All charges for solid waste, trash removal, sewage, utility bills, and assessments for maintenance that are attributable to the SELLER'S ownership shall be paid by the SELLER.

PRORATIONS: Adjustments for interest, insurance, HOA dues, unused fuels (calculated at current market value), land leases, rents, etc. shall be prorated to the date of possession.

10. INSURANCE. SELLER shall bear the risk of loss or damage to property until closing. SELLER agrees to maintain existing insurance until closing, and it is BUYER'S responsibility to determine insurability of Property. In the event of substantial damage or destruction prior to closing, this Agreement may be null and void if BUYER desires. BUYER, however, shall have the right to complete the closing and receive insurance proceeds regardless of the extent of the damage plus a credit towards the purchase price equal to the amount of the SELLER'S deductible on such policy. The property shall be deemed substantially damaged or destroyed if it cannot be restored to its present condition on or before the closing date.

11. SELLER'S DISCLOSURE. If a Seller Disclosure of Property Condition form required by Iowa Code Chapter 558A was provided in this transaction, it is incorporated herein as if fully and completely set forth in this paragraph, and this paragraph shall survive closing.

12. CONDITION OF PROPERTY. The property as of the date of this Agreement including buildings, grounds, and all improvements will be preserved by SELLER in its present condition until possession or closing, whichever takes place first, with the exception of ordinary wear and tear that would reasonably be expected. SELLER further represents plumbing, heating, cooling and electrical systems and appliances included in this Agreement to be in working order and functioning in the manner in which it was intended at the time of possession and closing, whichever occurs first, with the exception of:

Buying the property 'As Is'

BUYER shall be permitted to make a walk-through inspection of the property prior to possession or closing, whichever is sooner, in order to determine that there has been no material change in the condition of the property.

☒ **AS-IS:** BUYER is purchasing property As-Is. See attached addendum or other provisions.

BUYERS FLA, _____ SELLERS RG, _____ have read this page.



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"As Is" Addendum

Once accepted and agreed to, a Purchase Contract on a property sold "As-Is" is a binding contract to all parties.

If Buyer wants to inspect for property condition information, they should inspect property **prior** to making an offer. This form Part (1) conforms to this understanding.

If Seller would agree to allow a Buyer the right to cancel the Purchase Agreement after inspections, complete Part (2).

If Seller may negotiate on potential repairs, complete Part (3).

Seller Ramona Gonzalez Gallardo

Buyer Swift Pork Company

Property Address 305 N 10th Ave. Marshalltown IA, 50158

- ☒ (1) The property is sold in the condition presented. Any inspections, including but not limited to termite, building, mechanical, plumbing, environmental, cosmetic, or structural inspection is waived by the Buyer. No repairs or corrections will be made by the Seller.
- ☐ (2) While the property is being sold "As-Is", the Buyer requests a building, mechanical, termite, structural or environmental inspection to determine the status of the property. This option includes the right of the Buyer to cancel this contract if the results of the inspections are unsatisfactory. Seller will make no repairs.
- ☐ (3) While the property is being sold "As-Is", the Buyer is entitled to all rights allowed in the termite, building, mechanical, structural and environmental inspection clauses of the contract, including the right to ask for repairs. It is understood that the Seller's position may be to deny any requests for repairs. If parties cannot agree in writing to repairs, the Offer for Real Estate shall be void and Earnest Money returned to Buyer.

It is further understood by all parties that an "As-Is" sale does not relieve the Seller of the obligation to properly fill out a Seller's Property Condition form (when required), and that all real estate licensees must disclose all Material Adverse Facts of which he/she has knowledge or which are readily available or observable relating the condition of the property.

Ramona Gonzalez 3-6-98 [Signature] 2/24/25
Seller Date Buyer Date

Seller Date Buyer Date

13. INSPECTIONS. BUYER is advised to have property inspected by a professional inspector(s). BUYER may choose from the following alternatives relative to the condition and quality of the property:

☐ Within ____ calendar days after the final acceptance date, BUYER may, at BUYER'S sole expense, have the property inspected by a qualified person(s) of BUYER'S choice to determine if there are any structural, mechanical, plumbing, electrical, environmental concerns and other deficiencies or hazards. These inspections are not to be construed as inspections to bring a home into compliance with the current building code unless property was built when current codes were in effect. SELLER is responsible for connection fees, if any, for purposes of conducting these inspections. Within this same period, BUYER shall notify SELLER in writing of any such deficiency(s). In the event of any claim or demand by BUYER as a result of inspections, SELLER may not automatically void this contract. SELLER shall have the right to view parts of the inspection report that pertains to BUYER'S claims/demands, and SELLER shall within 3 days, in writing, notify the BUYER with one of the following options:

1. Make said items operational or functional or otherwise curing the deficiency prior to closing; OR
2. Shall negotiate, in good faith, a modification of the Agreement; OR
3. Shall respond that such steps are un acceptable, and that the Seller wishes to do nothing in response to Buyer's request(s).

Then, within 2 days of Sellers response, Buyer shall either:

1. Accept the Seller's response regarding the above demands and claims and agree to purchase the property referenced in this offer, OR
2. If the Seller has not accepted all of the Buyer's requests, the Buyer may reject the Seller's response, declare the contract void and shall receive a full refund of the earnest money.

☒ BUYER has been advised by REALTOR* to have an inspection done but has waived that option.

BUYER waived inspection. RLI initial(s)

14. SEPTIC INSPECTION. Conveyance may require a septic inspection. Any terms relating to such inspections should be addressed by a separate addendum. *See addendum.*

15. WOOD PEST INSPECTION. BUYER may request a pest control inspection by a licensed inspector within ____ days after acceptance of this Offer or, if a deadline is not marked in this paragraph, will be the same time period of inspections addressed in paragraph eleven. The Wood Pest inspection shall be done at ☐ BUYER'S expense ☐ SELLER'S expense. Should evidence of termites or wood destroying insects be found, the property and structure(s) may be treated by a licensed pest exterminator in an appropriate manner at SELLER'S option, and shall include all treatment and repair reasonably required by BUYER. BUYER agrees to accept treated and repaired property; or prior to the commencement of treatment and repairs, shall have the option of declaring this Agreement null and void and be entitled to full return of earnest money. If property is sold in its "AS-IS" condition, this wood pest inspection paragraph is not applicable to this Agreement. This provision does not apply to fences, trees, shrubs or outbuildings.

BUYER waived pest inspection. RLI initial(s)

16. SURVEY. BUYER may, within 10 or ____ days of acceptance, have the property surveyed at BUYER'S expense. If the survey, certified by a Registered Land Surveyor, shows any encroachment on property, or if any improvements located on the subject property encroach on lands of others, such encroachments shall be treated as a title defect. All lot and exterior dwelling measurements are approximate. Only a survey will determine exact dimensions. The brokers and agents do not guarantee any lot lines or building measurements.

BUYER waived survey. RLI initial(s)

BUYERS RLI, _____ SELLERS LG, _____ have read this page.

Settle #: 848046-000173-4434391

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17. NEW CONSTRUCTION. If this property is for the purchase of new construction, there may be other issues or documents that need to be addressed that may not be addressed in this Agreement. You should use additional addendums to address such issues. *See addendum.*

18. ABSTRACT AND TITLE. SELLER shall promptly provide an abstract of title continued until within 30 days of closing. Such abstract shall be delivered to an attorney for a title opinion for the BUYER; such attorney to be selected by the BUYER or their mortgagee. SELLER agrees to make every reasonable effort to promptly perfect the title in accordance with such opinion so that upon conveyance, title shall be deemed marketable in compliance with this Agreement, the land title laws of the State of Iowa, and the Iowa Title Standards of the Iowa Bar Association. If closing is delayed due to SELLER's inability to provide marketable title, this Agreement continues in force and effect until either party rescinds this Agreement with written notice to the other party and the Brokers. The SELLER shall not be entitled to rescind unless they have made a reasonable effort to produce marketable title. Municipal building codes and zoning ordinances shall not be construed as title encumbrances. SELLER agrees to convey Title by Warranty Deed or other instrument of title agreed upon by both parties. Usual restrictive covenants and utility easements common to platted subdivisions of which the property is a part or any other reservations or exceptions acceptable to BUYER shall not be considered a valid title objection.

19. JOINT TENANCY IN PROCEEDS AND IN SECURITY RIGHTS IN REAL ESTATE. If SELLERS' title is held in joint tenancy, this Agreement shall not sever such joint tenancy. If SELLERS, immediately preceding this offer, hold title to the property in joint tenancy, and such joint tenancy is not later destroyed by operation of law or by acts of SELLERS, then, (1) the proceeds of this sale, and any continuing and/or recaptured rights of SELLERS in real estate shall be and continue with SELLERS as joint tenants with rights of survivorship and not as tenants in common; and (2) BUYER in the event of the death of either SELLERS agree to pay any balance of the proceeds of this sale to the surviving SELLER and to accept deed from such surviving SELLER unless otherwise specified in writing or unless otherwise required by court order.

20. APPROVAL OF COURT. If the property is an asset of any estate, trust, conservatorship, or receivership, this contract shall be subject to Court approval, unless declared unnecessary by BUYER'S attorney. If necessary, the appropriate fiduciary shall promptly obtain court approval and conveyance shall be made by Court Officer's Deed. If this Agreement is not so approved this Agreement shall then be null and void with return of earnest money to the BUYER.

21. REMEDIES OF THE PARTIES. If SELLER fails to fulfill this Agreement, BUYER shall have the right to have all payments returned or to proceed by an action or actions at law or in equity. If BUYER fails to fulfill this Agreement, all payments by BUYER may be forfeited and retained by SELLER as provided in law. In addition to the foregoing remedies, BUYER and SELLER each shall be entitled to any and all other remedies, or action at law or in equity, including foreclosure, and the party at fault shall pay court costs and reasonable attorney fees, and a receiver may be appointed.

22. FLOOD HAZARD ZONE. BUYER has been advised that the property may be in an area found to have special flood hazards. If the property is in a flood hazard area it may be necessary to purchase Flood Insurance in order to obtain financing. For further information, BUYER should consult a lender and insurance carrier.

23. GENERAL PROVISIONS. In the performance of each part of this Agreement, time shall be of the essence. This Agreement shall be binding on and inure to the benefit of the heirs, executors, administrators, assigns and successors in interest of the respective parties. This Agreement shall survive the closing. Paragraph headings are for the convenience of reference and shall not limit nor affect the meaning of this Agreement. Words and phrases herein, including any acknowledgement hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

BUYERS FLZ, _____ SELLERS RG, _____ have read this page.

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24. INDEMNITY. If a mutual mistake regarding the rights and obligations of the parties is discovered after closing, that mistake shall be corrected by a mutual agreement. If the error is a monetary mistake, it is to be assessed and immediately collected from the party legally liable.

25. TYPEWRITTEN OR HANDWRITTEN PROVISIONS. Typewritten or handwritten provisions, riders, addendums, and amendments shall supersede printed provisions of this Contract that may be in conflict.

26. SIGNATURE CLAUSE. All parties agree to be bound to this contract even if every party does not sign on 1 original, as long as each copy that is signed is identical to every other signed copy. Electronic signature, fax copy with fax signature, email copy with email signature, shall all be deemed binding on the parties.

27. ENTIRE AGREEMENT. Upon acceptance, this offer becomes a binding Agreement which contains the entire Agreement of the parties and supersedes all prior Offers with respect to the property. Such Agreement may only be modified by a written agreement signed and dated by both parties.

28. OTHER PROVISIONS. All other provisions, if any, shall be by addendum, amendment, or as follows:

This offer is Contingent Upon getting a fully executed purchase agreement on the following Properties: 301 N 10th Ave Marshalltown IA, 50158, 313 N 10th Ave Marshalltown IA, 50158 and 317 N 10th Ave. Marshalltown IA, 50158. Closing and possession to be 30 days after the removal of this contingency. Buyers to be responsible for cost of Deed Preparation, Abstract Continuation costs, Tax/Revenue (Transfer Stamps), Tax Proarrations and Billed Property Taxes, Attorney Closing Fee. Sellers are responsible to provide the abstract to the property immediately after removal of the contingency outlined in Page 6, section 28, lines 256-257 of the Purchase Agreement. Sellers are responsible to deliver the property with a clean and marketable title to the buyers at closing and free of any liens.

29. ACCEPTANCE. Once accepted, this offer shall become a **LEGALLY BINDING CONTRACT** for the sale and purchase of the above described property. If either party has any questions or concerns, it is highly recommended that they speak with an attorney prior to signing any documents.

The BUYER submits this Offer to Purchase Real Estate at (Date/Time) 2/6/25 11:15 AM

BUYER Sign & Date/Time

BUYER Sign & Date/Time

The SELLER has received the above Offer to Purchase Real Estate and hereby:

☒ Accepts ☐ Counters ☐ Rejects the above offer at (Date/Time) 3-6-25 4:50 PM

Ramona Gonzalez G. 3-6-25 4:50 PM
SELLER Sign & Date/Time SELLER Sign & Date/Time

BUYER AGENT/OFFICE: Matthew Brodin at Premier Real Estate Group

SELLER AGENT/OFFICE: Sellers are self represented

Updated 9/3/2024

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ADDENDUM/AMENDMENT



TO OFFER TO BUY REAL ESTATE AND ACCEPTANCE

SELECT "A" OR "B" BELOW BY CHECKING THE APPROPRIATE BOX

- ☐ A. **ADDENDUM.** In reference to the ☒ **OFFER TO BUY REAL ESTATE AND ACCEPTANCE** (☐ or COUNTER OFFER)
TO _____, Seller, FROM _____, Buyer,
DATED _____, for the real property commonly known as _____

the following additional terms and provisions in Section "C" below shall apply:

- ☒ B. **AMENDMENT.** In reference to the Agreement of Sale between Ramona Gonzalez Gallardo, Seller,
and Swift Pork Company, Buyer, acceptance date 3/6/2025,
for the purchase of the real property commonly know as 305 N 10th Ave Marshalltown IA 50158

the undersigned Buyer(s) and Seller(s) hereby agree to the following: ☐ extension for financing, ☐ change of possession
date, ☐ required repairs, ☒ contingency release, ☐ authorization to Disburse Earnest Money, ☐ other _____

with the following terms and conditions in Section "C" below:

- C. **ADDITIONAL TERMS, PROVISIONS AND/OR CONDITIONS OF** ☒ A. **ADDENDUM** or ☐ B. **AMENDMENT**:

The Buyers hereby release the contingency outlined in the Purchase Agreement, which was subject to the successful purchase of other properties. This release confirms that the agreement will proceed without said contingency, and all other terms of the Purchase Agreement remain in full force and effect.

Buyers and sellers agree to set the closing and posession to occur on April 7, 2025 By 4:00 PM

OTHER TERMS: all other terms and conditions of the ☐ Offer to Buy/ ☐ Counter Offer/ ☒ Agreement of Sale aforementioned shall remain the same. The herein agreement, upon its execution by both parties, is herewith made an integral part of the aforementioned document.

Date 3-6-25
[Signature]
Buyer

Buyer

Date 3-6-26
RAMONA GONZALEZ G
Seller

Seller

9'08

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ADDENDUM/AMENDMENT



TO OFFER TO BUY REAL ESTATE AND ACCEPTANCE

SELECT "A" OR "B" BELOW BY CHECKING THE APPROPRIATE BOX

- ☒ A. **ADDENDUM.** In reference to the ☒ OFFER TO BUY REAL ESTATE AND ACCEPTANCE (☐ or COUNTER OFFER) TO Ramona Gonzalez Gallardo, Seller, FROM Swift Pork Company, Buyer, DATED 2/20/2025, for the real property commonly known as 305 N 10th Ave. Marshalltown IA, 50158

the following additional terms and provisions in Section "C" below shall apply:

- ☐ B. **AMENDMENT.** In reference to the Agreement of Sale between _____, Seller, and _____, Buyer, acceptance date _____, for the purchase of the real property commonly know as _____

the undersigned Buyer(s) and Seller(s) hereby agree to the following: ☐ extension for financing, ☐ change of possession date, ☐ required repairs, ☐ contingency release, ☐ authorization to Disburse Earnest Money, ☐ other _____

with the following terms and conditions in Section "C" below:

- C. **ADDITIONAL TERMS, PROVISIONS AND/OR CONDITIONS OF** ☒ A. ADDENDUM or ☐ B. AMENDMENT:

Buyer's agrees to provide the seller with up to 6 months of free rent at 1801 S 7th Ave Marshalltown IA 50158 subject to rental background check and release of buyer contingency. Then sellers can have occupancy.

Seller understands must pass rental background check prior to occupancy.

OTHER TERMS: all other terms and conditions of the ☒ Offer to Buy/ ☐ Counter Offer/ ☐ Agreement of Sale aforementioned shall remain the same. The herein agreement, upon its execution by both parties, is herewith made an integral part of the aforementioned document.

Date 3/05/2025
 Buyer [Signature]
 Buyer _____

Date 3-6-26
 Seller Ramona Gonzalez G.
 Seller _____

9'08



ADDENDUM/AMENDMENT



TO OFFER TO BUY REAL ESTATE AND ACCEPTANCE

SELECT "A" OR "B" BELOW BY CHECKING THE APPROPRIATE BOX

- ☐ A. **ADDENDUM.** In reference to the ☒ **OFFER TO BUY REAL ESTATE AND ACCEPTANCE** (☐ or **COUNTER OFFER**)
 TO _____, Seller, FROM _____, Buyer,
 DATED _____, for the real property commonly known as _____

the following additional terms and provisions in Section "C" below shall apply:

- ☒ B. **AMENDMENT.** In reference to the Agreement of Sale between Eduardo Hernandez Rodriguez & Silverio Hernandez, Seller,
 and Swift Pork Company, Buyer, acceptance date 3/10/2025,
 for the purchase of the real property commonly know as 313 N 10th Ave. Marshalltown IA 50158

the undersigned Buyer(s) and Seller(s) hereby agree to the following: ☐ extension for financing, ☐ change of possession date, ☐ required repairs, ☒ contingency release, ☐ authorization to Disburse Earnest Money, ☐ other _____

with the following terms and conditions in Section "C" below:

- C. **ADDITIONAL TERMS, PROVISIONS AND/OR CONDITIONS OF** ☒ A. **ADDENDUM** or ☐ B. **AMENDMENT**:

The Buyers hereby release the contingency outlined in the Purchase Agreement, which was subject to the successful purchase of other properties. This release confirms that the agreement will proceed without said contingency, and all other terms of the Purchase Agreement remain in full force and effect.

Buyers and sellers agree to set the closing and posession to occur on April 14th, 2025 4:00 PM

OTHER TERMS: all other terms and conditions of the ☒ Offer to Buy/ ☐ Counter Offer/ ☒ Agreement of Sale aforementioned shall remain the same. The herein agreement, upon its execution by both parties, is herewith made an integral part of the aforementioned document.

Date 3-10-25
[Signature]
 Buyer

Buyer

Date 3/10/2025
Eduardo Hernandez Rodriguez
 Seller

Seller

9'08

for simplicity



IOWA OFFER TO PURCHASE REAL ESTATE



Page 1 of 6

BUYER: Swift Pork Company

SELLER: Eduardo Hernandez Rodriguez and Silverio Hernandez

ADDRESS: 313 N 10th Ave. Marshalltown IA, 50158

LEGAL DESCRIPTION: Per Abstract

When Computing Time and Providing Notices Under This Agreement: "Day(s)" means calendar days (Sunday-Saturday). A day begins at 12:00 AM and ends at 11:59 PM.

Notice: Any notice that is required under the provisions of this Agreement shall be deemed given when it is received in writing either by hand delivery, fax, return receipt requested mail, or electronic mail. Persons designated for receipt of any notice for the purpose of fulfilling the terms of this Agreement shall be the SELLER or BUYER or their respective agents.

This offer shall automatically expire on (Date/Time) _____ without any additional notice that the offer has expired being required. Buyer has the right to withdraw this offer anytime prior to expiration of the offer, so long as not yet accepted by Seller, by communicating the same to SELLER or SELLER'S Agent/Broker. If this offer is not accepted or is properly withdrawn prior to acceptance, earnest money shall be returned to BUYER.

1. PURCHASE PRICE. \$120,000 - FRI with Earnest Money of \$ 0

2. ESCROW. Earnest monies shall be delivered within 5 days (no later than five banking days) upon acceptance of this offer, to be held in trust by Premier Real Estate Group hereafter called "Escrow Agent," with the understanding that such individual or entity holding the funds do not assume or have any liability for performance or nonperformance of any party, and that they have the right to require the receipt, release and authorization in writing of all parties before paying the deposit to any party. If any party fails to agree in writing to an appropriate release of earnest money, then funds shall be released based on Iowa Law. Earnest money shall be applied to the purchase price and any other costs related to the purchase at closing.

If earnest money is not delivered to the individual or entity holding trust funds in this transaction within the above agreed upon time period, SELLERS may void this offer by providing written notice to the BUYER prior to the delivery of the earnest money.

Interest on trust account shall be forwarded to the State of Iowa, Iowa Association of REALTORS® Foundation, a charitable non-profit entity, or as directed and mutually agreed in writing by both BUYER and SELLER.

3. COMPENSATION.

☐ Seller agrees to pay the Buyer's Brokerage who has a signed Buyer Agreement with the Buyer of the property, compensation of \$ _____ or _____ % of sales price at settlement.

☒ Seller is not being asked to provide compensation to the Buyer's brokerage.

Seller's agreement to allow Buyer's Broker to be compensated at time of settlement does not create any type of exclusive duty, agency agreement or any other type of relationship between Seller and Buyer's brokerage or agent.

Compensation is negotiable between the parties of a transaction and is not set by law.

4. CLOSING AND POSSESSION. Closing shall be on or before 30 Days After Removal of Contingency See Page 6 Section 26 of Purchase Agreement Lines 266-267 and be made upon delivery of an instrument of title. A closing representative may be appointed to provide settlement services, closing services and title services. Parties in a transaction are not required to use the same service provider. They may choose

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their own settlement, closing and title services provider and be charged for the services they provide. Possession to be given immediately upon closing of the property, unless otherwise mutually agreed by the parties.

5. PAYMENT.

☐ **NEW MORTGAGE**--This offer is contingent upon BUYER obtaining a written mortgage commitment based on the following terms:

Loan Type: ☐ CONVENTIONAL ☐ ARM ☐ FHA ☐ RD ☐ VA
☐ OTHER

Loan amount not to exceed ____% of the purchase price with an interest rate not to exceed ____% for a term of ____ years. If the property does not appraise at or above the purchase price, BUYER shall have the right to declare this Agreement null and void with return of earnest money to the BUYER.

BUYER agrees upon acceptance of this offer to immediately make application with a lender for such mortgage and to make their best good faith effort to obtain such mortgage. BUYER to provide to SELLER a written preliminary approval within ____ days from acceptance this offer. The written preliminary approval from the lender must evidence BUYER'S ability to qualify for the loan amount per terms set forth above, subject only to reasonable and customary conditions as the lender typically imposes up on preliminary approval letters. After delivery of the written preliminary approval, a written final loan commitment, with ALL lender contingencies met, must be delivered to SELLER on or before ____ days prior to closing. If a written final loan commitment has not been provided within this time, then SELLER may rescind this Agreement by giving written notice to the BUYER stating that if a loan commitment has not been obtained within ____ days of delivery of such notice, then this Agreement shall be null and void with earnest money returned to BUYER. If SELLER does not give such written notice, then this Agreement shall remain valid until the BUYER has obtained a loan commitment or a denial. The balance of the purchase price less the proceeds of such mortgage shall be paid by BUYER in cash at closing.

☐ **INSTALLMENT CONTRACT:** See attached addendum or other provisions.

☐ **ASSUMPTION of MORTGAGE or CONTRACT:** See attached addendum or other provisions.

☒ **CASH:** This is a CASH offer. This offer, once accepted is not contingent upon BUYER obtaining financing. BUYER shall provide proof of funds to SELLER within 3 calendar days of final acceptance. If BUYER fails to provide said proof, SELLER may notify the BUYER in writing that this Agreement is void.

☐ This cash offer is subject to an appraisal. If property does not appraise at or above purchase price, BUYER shall have the right to void this contract with return of earnest money to the BUYER.

☒ This cash offer is NOT subject to an appraisal.

☐ **SUBJECT TO SALE/CLOSING:** This offer is subject to the sale and/or closing of the BUYER'S property: See Subject to Sale addendum.

☒ **OTHER:** Addendum for lead paint.

6. INCLUDED PROPERTY. All property, including keys, alarms and garage door remotes, opener, and control(s), shall be delivered to BUYER at possession or closing, whichever occurs first. All fixtures presently installed including, but not limited to: wall-to-wall carpeting and vinyl, light fixtures and bulbs, ceiling fan(s), mirrors (including bathroom), shelving, shades, rods, blinds, awnings, storm windows, storm doors, screens, plumbing fixtures, sump pump, water heater, water softener, automatic heating equipment, fireplace equipment including screens and grates, fuel/propane tank (if owned), air conditioning equipment (including window), door chimes, alarm devices, built-in items and electrical service, cable/fencing (including underground), other attached fixtures, radio and/or attached TV receiving equipment (including tv mounts), whole house speakers (including surface mounted), trees, bushes, shrubs, plants, appurtenant structures or equipment and storage buildings are included in this Agreement.

7. EXCLUDED ITEMS.

BUYERS ILZ, _____ SELLERS EHR, _____ have read this page.

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8. PERSONAL PROPERTY AND DEBRIS. SELLER agrees to remove all personal property and debris that is not included herein from the premises by date of closing, unless otherwise agreed in writing. This offer is for real estate and does not include the transfer of interests in any personal property. If personal property is being transferred, SELLER and BUYER shall complete a separate bill of sale for said items.

9. REAL ESTATE TAXES, SPECIAL ASSESSMENTS, PRORATIONS.

TAXES: All regular taxes due and payable in the fiscal year in which possession is given are to be paid by Seller as well as all unpaid taxes that are liens for prior years. All regular taxes for the fiscal year in which possession is given (due and payable in the following fiscal year) are to be pro-rated between Buyer and Seller as of the date of possession. The basis of such proration shall be the taxes that were certified and payable in the prior fiscal year. If such taxes are not based upon a full assessment of the present property improvements the proration shall be based on the current millage rate and the assessed value for the tax period to date of possession shown on the assessor's records, less tax abatement, if any. Buyer should verify any potential future tax liabilities. If Buyer is purchasing under an installment contract see attached addendum made a part of this contract.

SPECIAL ASSESSMENTS: SELLER shall pay in full all Special Assessments whether levied or pending and all certified liens of record as of the date of closing. Any preliminary or deficiency assessments which cannot be discharged by payment at closing shall be paid through a written escrow account with sufficient funds to pay such liens when payable, with any unused funds to be returned to the SELLER. All charges for solid waste, trash removal, sewage, utility bills, and assessments for maintenance that are attributable to the SELLER'S ownership shall be paid by the SELLER.

PRORATIONS: Adjustments for interest, insurance, HOA dues, unused fuels (calculated at current market value), land leases, rents, etc. shall be prorated to the date of possession.

10. INSURANCE. SELLER shall bear the risk of loss or damage to property until closing. SELLER agrees to maintain existing insurance until closing, and it is BUYER'S responsibility to determine insurability of Property. In the event of substantial damage or destruction prior to closing, this Agreement may be null and void if BUYER desires. BUYER, however, shall have the right to complete the closing and receive insurance proceeds regardless of the extent of the damage plus a credit towards the purchase price equal to the amount of the SELLER'S deductible on such policy. The property shall be deemed substantially damaged or destroyed if it cannot be restored to its present condition on or before the closing date.

11. SELLER'S DISCLOSURE. If a Seller Disclosure of Property Condition form required by Iowa Code Chapter 558A was provided in this transaction, it is incorporated herein as if fully and completely set forth in this paragraph, and this paragraph shall survive closing.

12. CONDITION OF PROPERTY. The property as of the date of this Agreement including buildings, grounds, and all improvements will be preserved by SELLER in its present condition until possession or closing, whichever takes place first, with the exception of ordinary wear and tear that would reasonably be expected. SELLER further represents plumbing, heating, cooling and electrical systems and appliances included in this Agreement to be in working order and functioning in the manner in which it was intended at the time of possession and closing, whichever occurs first, with the exception of:

Buying the Property 'As Is'

BUYER shall be permitted to make a walk-through inspection of the property prior to possession or closing, whichever is sooner, in order to determine that there has been no material change in the condition of the property.

☒ **AS-IS:** BUYER is purchasing property As-Is. See attached addendum or other provisions.

BUYERS RLI, _____ SELLERS EHR, _____ have read this page.

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13. INSPECTIONS. BUYER is advised to have property inspected by a professional inspector(s). BUYER may choose from the following alternatives relative to the condition and quality of the property:

☐ Within ___ calendar days after the final acceptance date, BUYER may, at BUYER'S sole expense, have the property inspected by a qualified person(s) of BUYER'S choice to determine if there are any structural, mechanical, plumbing, electrical, environmental concerns and other deficiencies or hazards. These inspections are not to be construed as inspections to bring a home into compliance with the current building code unless property was built when current codes were in effect. SELLER is responsible for connection fees, if any, for purposes of conducting these inspections. Within this same period, BUYER shall notify SELLER in writing of any such deficiency(s). In the event of any claim or demand by BUYER as a result of inspections, SELLER may not automatically void this contract. SELLER shall have the right to view parts of the inspection report that pertains to BUYER'S claims/demands, and SELLER shall within 3 days, in writing, notify the BUYER with one of the following options:

1. Make said items operational or functional or otherwise curing the deficiency prior to closing; OR
2. Shall negotiate, in good faith, a modification of the Agreement; OR
3. Shall respond that such steps are unacceptable, and that the Seller wishes to do nothing in response to Buyer's request(s).

Then, within 2 days of Seller's response, Buyer shall either:

1. Accept the Seller's response regarding the above demands and claims and agree to purchase the property referenced in this offer, OR
2. If the Seller has not accepted all of the Buyer's requests, the Buyer may reject the Seller's response, declare the contract void and shall receive a full refund of the earnest money.

☒ BUYER has been advised by REALTOR® to have an inspection done but has waived that option.

BUYER waived inspection. FLS Initial(s)

14. SEPTIC INSPECTION. Conveyance may require a septic inspection. Any terms relating to such inspections should be addressed by a separate addendum. *See addendum.*

15. WOOD PEST INSPECTION. BUYER may request a pest control inspection by a licensed inspector within ___ days after acceptance of this Offer or, if a deadline is not marked in this paragraph, will be the same time period of inspections addressed in paragraph eleven. The Wood Pest inspection shall be done at ☐ BUYER'S expense ☐ SELLER'S expense. Should evidence of termites or wood destroying insects be found, the property and structure(s) may be treated by a licensed pest exterminator in an appropriate manner at SELLER'S option, and shall include all treatment and repair reasonably required by BUYER. BUYER agrees to accept treated and repaired property; or prior to the commencement of treatment and repairs, shall have the option of declaring this Agreement null and void and be entitled to full return of earnest money. If property is sold in its "AS-IS" condition, this wood pest inspection paragraph is not applicable to this Agreement. This provision does not apply to fences, trees, shrubs or outbuildings.

BUYER waived pest inspection. FLS initial(s)

16. SURVEY. BUYER may, within 10 or ___ days of acceptance, have the property surveyed at BUYER'S expense. If the survey, certified by a Registered Land Surveyor, shows any encroachment on property, or if any improvements located on the subject property encroach on lands of others, such encroachments shall be treated as a title defect. All lot and exterior dwelling measurements are approximate. Only a survey will determine exact dimensions. The brokers and agents do not guarantee any lot lines or building measurements.

BUYER waived survey. FLS initial(s)

BUYERS FLS, _____ SELLERS FLR, _____ have read this page.

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17. NEW CONSTRUCTION. If this property is for the purchase of new construction, there may be other issues or documents that need to be addressed that may not be addressed in this Agreement. You should use additional addendums to address such issues. *See addendum.*

18. ABSTRACT AND TITLE. SELLER shall promptly provide an abstract of title continued until within 30 days of closing. Such abstract shall be delivered to an attorney for a title opinion for the BUYER; such attorney to be selected by the BUYER or their mortgagee. SELLER agrees to make every reasonable effort to promptly perfect the title in accordance with such opinion so that upon conveyance, title shall be deemed marketable in compliance with this Agreement, the land title laws of the State of Iowa, and the Iowa Title Standards of the Iowa Bar Association. If closing is delayed due to SELLER's inability to provide marketable title, this Agreement continues in force and effect until either party rescinds this Agreement with written notice to the other party and the Brokers. The SELLER shall not be entitled to rescind unless they have made a reasonable effort to produce marketable title. Municipal building codes and zoning ordinances shall not be construed as title encumbrances. SELLER agrees to convey Title by Warranty Deed or other instrument of title agreed upon by both parties. Usual restrictive covenants and utility easements common to platted subdivisions of which the property is a part or any other reservations or exceptions acceptable to BUYER shall not be considered a valid title objection.

19. JOINT TENANCY IN PROCEEDS AND IN SECURITY RIGHTS IN REAL ESTATE. If SELLERS' title is held in joint tenancy, this Agreement shall not sever such joint tenancy. If SELLERS, immediately preceding this offer, hold title to the property in joint tenancy, and such joint tenancy is not later destroyed by operation of law or by acts of SELLERS, then, (1) the proceeds of this sale, and any continuing and/or recaptured rights of SELLERS in real estate shall be and continue with SELLERS as joint tenants with rights of survivorship and not as tenants in common; and (2) BUYER in the event of the death of either SELLERS agree to pay any balance of the proceeds of this sale to the surviving SELLER and to accept deed from such surviving SELLER unless otherwise specified in writing or unless otherwise required by court order.

20. APPROVAL OF COURT. If the property is an asset of any estate, trust, conservatorship, or receivership, this contract shall be subject to Court approval, unless declared unnecessary by BUYER'S attorney. If necessary, the appropriate fiduciary shall promptly obtain court approval and conveyance shall be made by Court Officer's Deed. If this Agreement is not so approved this Agreement shall then be null and void with return of earnest money to the BUYER.

21. REMEDIES OF THE PARTIES. If SELLER fails to fulfill this Agreement, BUYER shall have the right to have all payments returned or to proceed by an action or actions at law or in equity. If BUYER fails to fulfill this Agreement, all payments by BUYER may be forfeited and retained by SELLER as provided in law. In addition to the foregoing remedies, BUYER and SELLER each shall be entitled to any and all other remedies, or action at law or in equity, including foreclosure, and the party at fault shall pay court costs and reasonable attorney fees, and a receiver may be appointed.

22. FLOOD HAZARD ZONE. BUYER has been advised that the property may be in an area found to have special flood hazards. If the property is in a flood hazard area it may be necessary to purchase Flood Insurance in order to obtain financing. For further information, BUYER should consult a lender and insurance carrier.

23. GENERAL PROVISIONS. In the performance of each part of this Agreement, time shall be of the essence. This Agreement shall be binding on and inure to the benefit of the heirs, executors, administrators, assigns and successors in interest of the respective parties. This Agreement shall survive the closing. Paragraph headings are for the convenience of reference and shall not limit nor affect the meaning of this Agreement. Words and phrases herein, including any acknowledgement hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

BUYERS FLZ, _____ SELLERS EH R, _____ have read this page.

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24. INDEMNITY. If a mutual mistake regarding the rights and obligations of the parties is discovered after closing, that mistake shall be corrected by a mutual agreement. If the error is a monetary mistake, it is to be assessed and immediately collected from the party legally liable.

25. TYPEWRITTEN OR HANDWRITTEN PROVISIONS. Typewritten or handwritten provisions, riders, addendums, and amendments shall supersede printed provisions of this Contract that may be in conflict.

26. SIGNATURE CLAUSE. All parties agree to be bound to this contract even if every party does not sign on 1 original, as long as each copy that is signed is identical to every other signed copy. Electronic signature, fax copy with fax signature, email copy with email signature, shall all be deemed binding on the parties.

27. ENTIRE AGREEMENT. Upon acceptance, this offer becomes a binding Agreement which contains the entire Agreement of the parties and supersedes all prior Offers with respect to the property. Such Agreement may only be modified by a written agreement signed and dated by both parties.

28. OTHER PROVISIONS. All other provisions, if any, shall be by addendum, amendment, or as follows:

This offer is Contingent Upon getting a fully executed purchase agreement on the following Properties: 301 N 10th Ave Marshalltown IA, 50158,

305 N 10th Ave Marshalltown IA, 50158 and 317 N 10th Ave. Marshalltown IA, 50158. Closing and possession to be 30 days after the removal of this contingency.

Buyers to be responsible for cost of Deed Preparation, Abstract Continuation costs, Tax/Revenue (Transfer Stamps), Tax Proarations and Billed Property Taxes,

Attorney Closing Fee

Sellers are responsible to provide the abstract to the property immediately after removal of the contingency outlined in Page 6, section 28, lines 256-257

of the Purchase Agreement. Sellers are responsible to deliver the property with a clean and marketable title to the buyers at closing and free of any liens.

29. ACCEPTANCE. Once accepted, this offer shall become a **LEGALLY BINDING CONTRACT** for the sale and purchase of the above described property. If either party has any questions or concerns, it is highly recommended that they speak with an attorney prior to signing any documents.

The BUYER submits this Offer to Purchase Real Estate at (Date/Time) 2/10/25 11:45 AM

BUYER Sign & Date/Time

BUYER Sign & Date/Time

The SELLER has received the above Offer to Purchase Real Estate and hereby:

☒ Accepts ☐ Counters ☐ Rejects the above offer at (Date/Time) 3/10/2025 1:45 PM

SELLER Sign & Date/Time

SELLER Sign & Date/Time

BUYER AGENT/OFFICE: Matthew Brodin at Premier Real Estate Group

SELLER AGENT/OFFICE: Sellers are self represented

Updated 9/3/2024

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"As Is" Addendum

Once accepted and agreed to, a Purchase Contract on a property sold "As-Is" is a binding contract to all parties.

If Buyer wants to inspect for property condition information, they should inspect property **prior** to making an offer. This form Part (1) conforms to this understanding.

If Seller would agree to allow a Buyer the right to cancel the Purchase Agreement after inspections, complete Part (2).

If Seller may negotiate on potential repairs, complete Part (3).

Seller Eduardo Hernandez Rodriguez and Silverio Hernandez
Buyer Swift Pork Company
Property Address 313 N 10th Ave. Marshalltown IA, 50158

- ☒ (1) The property is sold in the condition presented. Any inspections, including but not limited to termite, building, mechanical, plumbing, environmental, cosmetic, or structural inspection is waived by the Buyer. No repairs or corrections will be made by the Seller.
- ☐ (2) While the property is being sold "As-Is", the Buyer requests a building, mechanical, termite, structural or environmental inspection to determine the status of the property. This option includes the right of the Buyer to cancel this contract if the results of the inspections are unsatisfactory. Seller will make no repairs.
- ☐ (3) While the property is being sold "As-Is", the Buyer is entitled to all rights allowed in the termite, building, mechanical, structural and environmental inspection clauses of the contract, including the right to ask for repairs. It is understood that the Seller's position may be to deny any requests for repairs. If parties cannot agree in writing to repairs, the Offer for Real Estate shall be void and Earnest Money returned to Buyer.

It is further understood by all parties that an "As-Is" sale does not relieve the Seller of the obligation to properly fill out a Seller's Property Condition form (when required), and that all real estate licensees must disclose all Material Adverse Facts of which he/she has knowledge or which are readily available or observable relating the condition of the property.

Eduardo Hernandez 3-10-25 [Signature] 4/20/25
Seller Date Buyer Date

Seller _____ Date _____ Buyer _____ Date _____



IOWA OFFER TO PURCHASE REAL ESTATE



Page 1 of 5

1 **BUYER:** Swift Pork Company
 2
 3
 4 **SELLER:** Pedro & Mike Garcia
 5
 6 **ADDRESS:** 317 N 10th Ave Marshalltown IA 50158
 7
 8 **LEGAL DESCRIPTION:** Per Abstract.
 9

10 **When Computing Time and Providing Notices Under This Agreement:** "Day(s)" means calendar days
 11 (Sunday-Saturday). A day begins at 12:00 AM and ends at 11:59 PM.

12 **Notice:** Any notice that is required under the provisions of this Agreement shall be deemed given when it
 13 is received in writing either by hand delivery, fax, return receipt requested mail, or electronic mail. Persons
 14 designated for receipt of any notice for the purpose of fulfilling the terms of this Agreement shall be the
 15 **SELLER or BUYER or their respective agents.**

16 This offer shall automatically expire on (Date/Time) _____ without
 17 any additional notice that the offer has expired being required. Buyer has the right to withdraw this offer anytime prior
 18 to expiration of the offer, so long as not yet accepted by Seller, by communicating the same to SELLER or SELLER'S
 19 Agent/Broker. If this offer is not accepted or is properly withdrawn prior to acceptance, earnest money shall be
 20 returned to BUYER.

21 **1. PURCHASE PRICE.** \$ 110,000 - with Earnest Money of \$ 0

22 **2. ESCROW.** Earnest monies shall be delivered within 5 days (no later than five banking days) upon acceptance
 23 of this offer, to be held in trust by Premier Real Estate Trust hereafter called "Escrow Agent," with the
 24 understanding that such individual or entity holding the funds do not assume or have any liability for performance or
 25 nonperformance of any party, and that they have the right to require the receipt, release and authorization in writing of
 26 all parties before paying the deposit to any party. If any party fails to agree in writing to an appropriate release of
 27 earnest money, then funds shall be released based on Iowa Law. Earnest money shall be applied to the purchase price
 28 and any other costs related to the purchase at closing.

29 If earnest money is not delivered to the individual or entity holding trust funds in this transaction within the above
 30 agreed upon time period, SELLERS may void this offer by providing written notice to the BUYER prior to the
 31 delivery of the earnest money.

32 Interest on trust account shall be forwarded to the State of Iowa, Iowa Association of REALTORS® Foundation, a
 33 charitable non-profit entity, or as directed and mutually agreed in writing by both BUYER and SELLER.

3. COMPENSATION.

36 ☐ Seller agrees to pay the Buyer's Brokerage who has a signed Buyer Agreement with the Buyer of the property,
 37 compensation of \$ _____ or _____ % of sales price at settlement.

38 ☒ Seller is not being asked to provide compensation to the Buyer's brokerage.

40 Seller's agreement to allow Buyer's Broker to be compensated at time of settlement does not create any type of
 41 exclusive duty, agency agreement or any other type of relationship between Seller and Buyer's brokerage or agent.

42 Compensation is negotiable between the parties of a transaction and is not set by law.

43
 44 **4. CLOSING AND POSSESSION.** Closing shall be on or before April 1st, 2025 and be made upon
 45 delivery of an instrument of title. A closing representative may be appointed to provide settlement services, closing
 46 services and title services. Parties in a transaction are not required to use the same service provider. They may choose

BUYERS JRE , _____ SELLERS PG , MMG have read this page.

Page 2 of 4
their own settlement, closing and title services provider and be charged for the services they provide. Possession to be given immediately upon closing of the property, unless otherwise mutually agreed by the parties.

5. PAYMENT.

☐ **NEW MORTGAGE**--This offer is contingent upon BUYER obtaining a written mortgage commitment based on the following terms:

Loan Type: ☐ CONVENTIONAL ☐ ARM ☐ FHA ☐ RD ☐ VA
☐ OTHER

Loan amount not to exceed ____% of the purchase price with an interest rate not to exceed ____% for a term of ____ years. If the property does not appraise at or above the purchase price, BUYER shall have the right to declare this Agreement null and void with return of earnest money to the BUYER.

BUYER agrees upon acceptance of this offer to immediately make application with a lender for such mortgage and to make their best good faith effort to obtain such mortgage. BUYER to provide to SELLER a written preliminary approval within ____ days from acceptance this offer. The written preliminary approval from the lender must evidence BUYER'S ability to qualify for the loan amount per terms set forth above, subject only to reasonable and customary conditions as the lender typically imposes up on preliminary approval letters. After delivery of the written preliminary approval, a written final loan commitment, with ALL lender contingencies met, must be delivered to SELLER on or before ____ days prior to closing. If a written final loan commitment has not been provided within this time, then SELLER may rescind this Agreement by giving written notice to the BUYER stating that if a loan commitment has not been obtained within ____ days of delivery of such notice, then this Agreement shall be null and void with earnest money returned to BUYER. If SELLER does not give such written notice, then this Agreement shall remain valid until the BUYER has obtained a loan commitment or a denial. The balance of the purchase price less the proceeds of such mortgage shall be paid by BUYER in cash at closing.

☐ **INSTALLMENT CONTRACT:** See attached addendum or other provisions.

☐ **ASSUMPTION of MORTGAGE or CONTRACT:** See attached addendum or other provisions.

☒ **CASH:** This is a CASH offer. This offer, once accepted is not contingent upon BUYER obtaining financing. BUYER shall provide proof of funds to SELLER within 3 calendar days of final acceptance. If BUYER fails to provide said proof, SELLER may notify the BUYER in writing that this Agreement is void.

☐ This cash offer is subject to an appraisal. If property does not appraise at or above purchase price, BUYER shall have the right to void this contract with return of earnest money to the BUYER.

☒ This cash offer is NOT subject to an appraisal.

☐ **SUBJECT TO SALE/CLOSING:** This offer is subject to the sale and or closing of the BUYER'S property: See Subject to Sale addendum.

☐ **OTHER:** _____

6. INCLUDED PROPERTY. All property, including keys, alarms and garage door remotes, opener, and control(s), shall be delivered to BUYER at possession or closing, whichever occurs first. All fixtures presently installed including but not limited to: wall-to-wall carpeting and vinyl, light fixtures and bulbs, ceiling fan(s), mirrors (including bathroom), shelving, shades, rods, blinds, awnings, storm windows, storm doors, screens, plumbing fixtures, sump pump, water heater, water softener, automatic heating equipment, fireplace equipment including screens and grates, fuel propane tank (if owned), air conditioning equipment (including window), door chimes, alarm devices, built-in items and electrical service, cable fencing (including underground), other attached fixtures, radio and or attached TV receiving equipment (including tv mounts), whole house speakers (including surface mounted), trees, bushes, shrubs, plants, appurtenant structures or equipment and storage buildings are included in this Agreement.

7. EXCLUDED ITEMS. _____

BUYERS FRE, _____ SELLERS PS, MNG have read this page.

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8. **PERSONAL PROPERTY AND DEBRIS.** SELLER agrees to remove all personal property and debris that is not included herein from the premises by date of closing, unless otherwise agreed in writing. This offer is for real estate and does not include the transfer of interests in any personal property. If personal property is being transferred, SELLER and BUYER shall complete a separate bill of sale for said items.

9. **REAL ESTATE TAXES, SPECIAL ASSESSMENTS, PRORATIONS.**

TAXES: All regular taxes due and payable in the fiscal year in which possession is given are to be paid by Seller as well as all unpaid taxes that are liens for prior years. All regular taxes for the fiscal year in which possession is given (due and payable in the following fiscal year) are to be pro-rated between Buyer and Seller as of the date of possession. The basis of such proration shall be the taxes that were certified and payable in the prior fiscal year. If such taxes are not based upon a full assessment of the present property improvements the proration shall be based on the current millage rate and the assessed value for the tax period to date of possession shown on the assessor's records, less tax abatement, if any. Buyer should verify any potential future tax liabilities. If Buyer is purchasing under an installment contract see attached addendum made a part of this contract.

SPECIAL ASSESSMENTS: SELLER shall pay in full all Special Assessments whether levied or pending and all certified liens of record as of the date of closing. Any preliminary or deficiency assessments which cannot be discharged by payment at closing shall be paid through a written escrow account with sufficient funds to pay such liens when payable, with any unused funds to be returned to the SELLER. All charges for solid waste, trash removal, sewage, utility bills, and assessments for maintenance that are attributable to the SELLER'S ownership shall be paid by the SELLER.

PRORATIONS: Adjustments for interest, insurance, HOA dues, unused fuels (calculated at current market value), land leases, rents, etc. shall be prorated to the date of possession,

10. **INSURANCE.** SELLER shall bear the risk of loss or damage to property until closing. SELLER agrees to maintain existing insurance until closing, and it is BUYER'S responsibility to determine insurability of Property. In the event of substantial damage or destruction prior to closing, this Agreement may be null and void if BUYER desires. BUYER, however, shall have the right to complete the closing and receive insurance proceeds regardless of the extent of the damage plus a credit towards the purchase price equal to the amount of the SELLER'S deductible on such policy. The property shall be deemed substantially damaged or destroyed if it cannot be restored to its present condition on or before the closing date.

11. **SELLER'S DISCLOSURE.** If a Seller Disclosure of Property Condition form required by Iowa Code Chapter 558A was provided in this transaction, it is incorporated herein as if fully and completely set forth in this paragraph, and this paragraph shall survive closing.

12. **CONDITION OF PROPERTY.** The property as of the date of this Agreement including buildings, grounds, and all improvements will be preserved by SELLER in its present condition until possession or closing, whichever takes place first, with the exception of ordinary wear and tear that would reasonably be expected. SELLER further represents plumbing, heating, cooling and electrical systems and appliances included in this Agreement to be in working order and functioning in the manner in which it was intended at the time of possession and closing, whichever occurs first, with the exception of:

None known

BUYER shall be permitted to make a walk-through inspection of the property prior to possession or closing, whichever is sooner, in order to determine that there has been no material change in the condition of the property.

☒ **AS-IS:** BUYER is purchasing property As-Is. See attached addendum or other provisions.

BUYERS IRS SELLERS PG, MMG have read this page.

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"As Is" Addendum

Once accepted and agreed to, a Purchase Contract on a property sold "As-Is" is a binding contract to all parties.

If Buyer wants to inspect for property condition information, they should inspect property prior to making an offer. This form Part (1) conforms to this understanding.

If Seller would agree to allow a Buyer the right to cancel the Purchase Agreement after inspections, complete Part (2).

If Seller may negotiate on potential repairs, complete Part (3).

Seller Pedro a Milie Garcia
Buyer Swift Pork Company
Property Address 317 N 10th Ave Marshalltown IA 50158

- ☒ (1) The property is sold in the condition presented. Any inspections, including but not limited to termite, building, mechanical, plumbing, environmental, cosmetic, or structural inspection is waived by the Buyer. No repairs or corrections will be made by the Seller.
- ☐ (2) While the property is being sold "As-Is", the Buyer requests a building, mechanical, termite, structural or environmental inspection to determine the status of the property. This option includes the right of the Buyer to cancel this contract if the results of the inspections are unsatisfactory. Seller will make no repairs.
- ☐ (3) While the property is being sold "As-Is", the Buyer is entitled to all rights allowed in the termite, building, mechanical, structural and environmental inspection clauses of the contract, including the right to ask for repairs. It is understood that the Seller's position may be to deny any requests for repairs. If parties cannot agree in writing to repairs, the Offer for Real Estate shall be void and Earnest Money returned to Buyer.

It is further understood by all parties that an "As-Is" sale does not relieve the Seller of the obligation to properly fill out a Seller's Property Condition form (when required), and that all real estate licensees must disclose all Material Adverse Facts of which he/she has knowledge or which are readily available or observable relating the condition of the property.

Pedro Garcia 2-24-25 [Signature] 2/24/2025
Seller Date Buyer Date

Milie M Garcia 2-24-25 [Signature]
Seller Date Buyer Date

13. **INSPECTIONS.** BUYER is advised to have property inspected by a professional inspector(s). BUYER may choose from the following alternatives relative to the condition and quality of the property:

☐ Within ___ calendar days after the final acceptance date, BUYER may, at BUYER'S sole expense, have the property inspected by a qualified person(s) of BUYER'S choice to determine if there are any structural, mechanical, plumbing, electrical, environmental concerns and other deficiencies or hazards. These inspections are not to be construed as inspections to bring a home into compliance with the current building code unless property was built when current codes were in effect. SELLER is responsible for connection fees, if any, for purposes of conducting these inspections. Within this same period, BUYER shall notify SELLER in writing of any such deficiency(s). In the event of any claim or demand by BUYER as a result of inspections, SELLER may not automatically void this contract. SELLER shall have the right to view parts of the inspection report that pertains to BUYER'S claims/demands, and SELLER shall within 3 days, in writing, notify the BUYER with one of the following options:

1. Make said items operational or functional or otherwise curing the deficiency prior to closing; OR
2. Shall negotiate, in good faith, a modification of the Agreement; OR
3. Shall respond that such steps are unacceptable, and that the Seller wishes to do nothing in response to Buyer's request(s).

Then, within 2 days of Seller's response, Buyer shall either:

1. Accept the Seller's response regarding the above demands and claims and agree to purchase the property referenced in this offer. OR
2. If the Seller has not accepted all of the Buyer's requests, the Buyer may reject the Seller's response, declare the contract void and shall receive a full refund of the earnest money.

☒ BUYER has been advised by REALTOR¹ to have an inspection done but has waived that option.

BUYER waived inspection. FR ___ initial(s)

14. **SEPTIC INSPECTION.** Conveyance may require a septic inspection. Any terms relating to such inspections should be addressed by a separate addendum. *See addendum.*

15. **WOOD PEST INSPECTION.** BUYER may request a pest control inspection by a licensed inspector within ___ days after acceptance of this Offer or, if a deadline is not marked in this paragraph, will be the same time period of inspections addressed in paragraph eleven. The Wood Pest inspection shall be done at ☐ BUYER'S expense ☐ SELLER'S expense. Should evidence of termites or wood destroying insects be found, the property and structure(s) may be treated by a licensed pest exterminator in an appropriate manner at SELLER'S option, and shall include all treatment and repair reasonably required by BUYER. BUYER agrees to accept treated and repaired property; or prior to the commencement of treatment and repairs, shall have the option of declaring this Agreement null and void and be entitled to full return of earnest money. If property is sold in its "AS-IS" condition, this wood pest inspection paragraph is not applicable to this Agreement. This provision does not apply to fences, trees, shrubs or outbuildings.

BUYER waived pest inspection. FR ___ initial(s)

16. **SURVEY.** BUYER may, within 10 or ___ days of acceptance, have the property surveyed at BUYER'S expense. If the survey, certified by a Registered Land Surveyor, shows any encroachment on property, or if any improvements located on the subject property encroach on lands of others, such encroachments shall be treated as a title defect. All lot and exterior dwelling measurements are approximate. Only a survey will determine exact dimensions. The brokers and agents do not guarantee any lot lines or building measurements.

BUYER waived survey. FR ___ initial(s)

BUYERS FR , _____ SELLERS RS , MMG have read this page.

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17. **NEW CONSTRUCTION.** If this property is for the purchase of new construction, there may be other issues or documents that need to be addressed that may not be addressed in this Agreement. You should use additional addendums to address such issues. *See addendum.*

18. **ABSTRACT AND TITLE.** SELLER shall promptly provide an abstract of title continued until within 30 days of closing. Such abstract shall be delivered to an attorney for a title opinion for the BUYER; such attorney to be selected by the BUYER or their mortgagee. SELLER agrees to make every reasonable effort to promptly perfect the title in accordance with such opinion so that upon conveyance, title shall be deemed marketable in compliance with this Agreement, the land title laws of the State of Iowa, and the Iowa Title Standards of the Iowa Bar Association. If closing is delayed due to SELLER's inability to provide marketable title, this Agreement continues in force and effect until either party rescinds this Agreement with written notice to the other party and the Brokers. The SELLER shall not be entitled to rescind unless they have made a reasonable effort to produce marketable title. Municipal building codes and zoning ordinances shall not be construed as title encumbrances. SELLER agrees to convey Title by Warranty Deed or other instrument of title agreed upon by both parties. Usual restrictive covenants and utility easements common to platted subdivisions of which the property is a part or any other reservations or exceptions acceptable to BUYER shall not be considered a valid title objection.

19. **JOINT TENANCY IN PROCEEDS AND IN SECURITY RIGHTS IN REAL ESTATE.** If SELLERS' title is held in joint tenancy, this Agreement shall not sever such joint tenancy. If SELLERS, immediately preceding this offer, hold title to the property in joint tenancy, and such joint tenancy is not later destroyed by operation of law or by acts of SELLERS, then, (1) the proceeds of this sale, and any continuing and/or recaptured rights of SELLERS in real estate shall be and continue with SELLERS as joint tenants with rights of survivorship and not as tenants in common; and (2) BUYER in the event of the death of either SELLERS agree to pay any balance of the proceeds of this sale to the surviving SELLER and to accept deed from such surviving SELLER unless otherwise specified in writing or unless otherwise required by court order.

20. **APPROVAL OF COURT.** If the property is an asset of any estate, trust, conservatorship, or receivership, this contract shall be subject to Court approval, unless declared unnecessary by BUYER'S attorney. If necessary, the appropriate fiduciary shall promptly obtain court approval and conveyance shall be made by Court Officer's Deed. If this Agreement is not so approved this Agreement shall then be null and void with return of earnest money to the BUYER.

21. **REMEDIES OF THE PARTIES.** If SELLER fails to fulfill this Agreement, BUYER shall have the right to have all payments returned or to proceed by an action or actions at law or in equity. If BUYER fails to fulfill this Agreement, all payments by BUYER may be forfeited and retained by SELLER as provided in law. In addition to the foregoing remedies, BUYER and SELLER each shall be entitled to any and all other remedies, or action at law or in equity, including foreclosure, and the party at fault shall pay court costs and reasonable attorney fees, and a receiver may be appointed.

22. **FLOOD HAZARD ZONE.** BUYER has been advised that the property may be in an area found to have special flood hazards. If the property is in a flood hazard area it may be necessary to purchase Flood Insurance in order to obtain financing. For further information, BUYER should consult a lender and insurance carrier.

23. **GENERAL PROVISIONS.** In the performance of each part of this Agreement, time shall be of the essence. This Agreement shall be binding on and inure to the benefit of the heirs, executors, administrators, assigns and successors in interest of the respective parties. This Agreement shall survive the closing. Paragraph headings are for the convenience of reference and shall not limit nor affect the meaning of this Agreement. Words and phrases herein, including any acknowledgement hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

BUYERS FRJ, _____ SELLERS RG, MM6 have read this page.

For
Simplicity

24. INDEMNITY. If a mutual mistake regarding the rights and obligations of the parties is discovered after closing, that mistake shall be corrected by a mutual agreement. If the error is a monetary mistake, it is to be assessed and immediately collected from the party legally liable.

25. TYPEWRITTEN OR HANDWRITTEN PROVISIONS. Typewritten or handwritten provisions, riders, addendums, and amendments shall supersede printed provisions of this Contract that may be in conflict.

26. SIGNATURE CLAUSE. All parties agree to be bound to this contract even if every party does not sign on 1 original, as long as each copy that is signed is identical to every other signed copy. Electronic signature, fax copy with fax signature, email copy with email signature, shall all be deemed binding on the parties.

27. ENTIRE AGREEMENT. Upon acceptance, this offer becomes a binding Agreement which contains the entire Agreement of the parties and supersedes all prior Offers with respect to the property. Such Agreement may only be modified by a written agreement signed and dated by both parties.

28. OTHER PROVISIONS. All other provisions, if any, shall be by addendum, amendment, or as follows:

- Buyers to be responsible for cost of Deed Preparation, Abstract Continuation Costs, Tax/Revenue (Transfer Stamps), Tax Preparations, and Billed Property Taxes, Attorney closing Fee.

- Sellers are responsible to provide the abstract to property immediately after coming to written agreement that's fully executed.

- Sellers are responsible to deliver the property with a clean marketable title to buyers at closing and free of any liens.

- Sellers are responsible to serve tenants notice to terminate the lease and move out by March 31, 2025. To serve by Feb 28, 2025.

29. ACCEPTANCE. Once accepted, this offer shall become a **LEGALLY BINDING CONTRACT** for the sale and purchase of the above described property. If either party has any questions or concerns, it is highly recommended that they speak with an attorney prior to signing any documents.

The BUYER submits this Offer to Purchase Real Estate at (Date/Time) 2/24/2025 11:45AM

[Signature] 2/24/2025 11:45AM
BUYER Sign & Date Time

BUYER Sign & Date Time

The SELLER has received the above Offer to Purchase Real Estate and hereby:

☒ Accepts ☐ Counters ☐ Rejects the above offer at (Date Time) 2-24-25 11:50

Mike M. Darcin 2-24-25
SELLER Sign & Date Time 11:50

Rodro Garcia 2-24-25
SELLER Sign & Date Time 11:50

BUYER AGENT/OFFICE: Matt Bradin Premier Real Estate Group

SELLER AGENT/OFFICE: Self Represented

Updated 9/3/2024

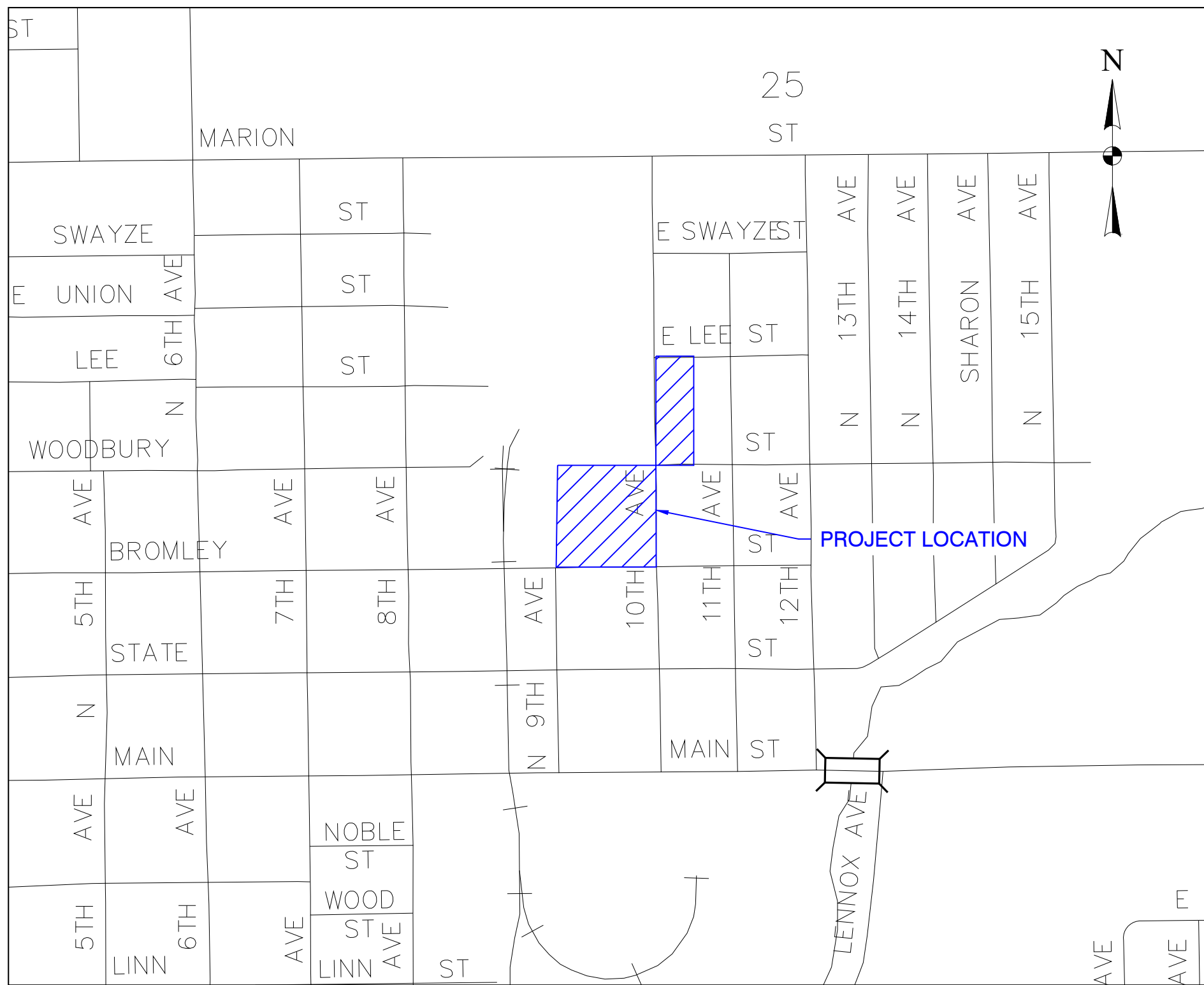
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Form
Simplicity

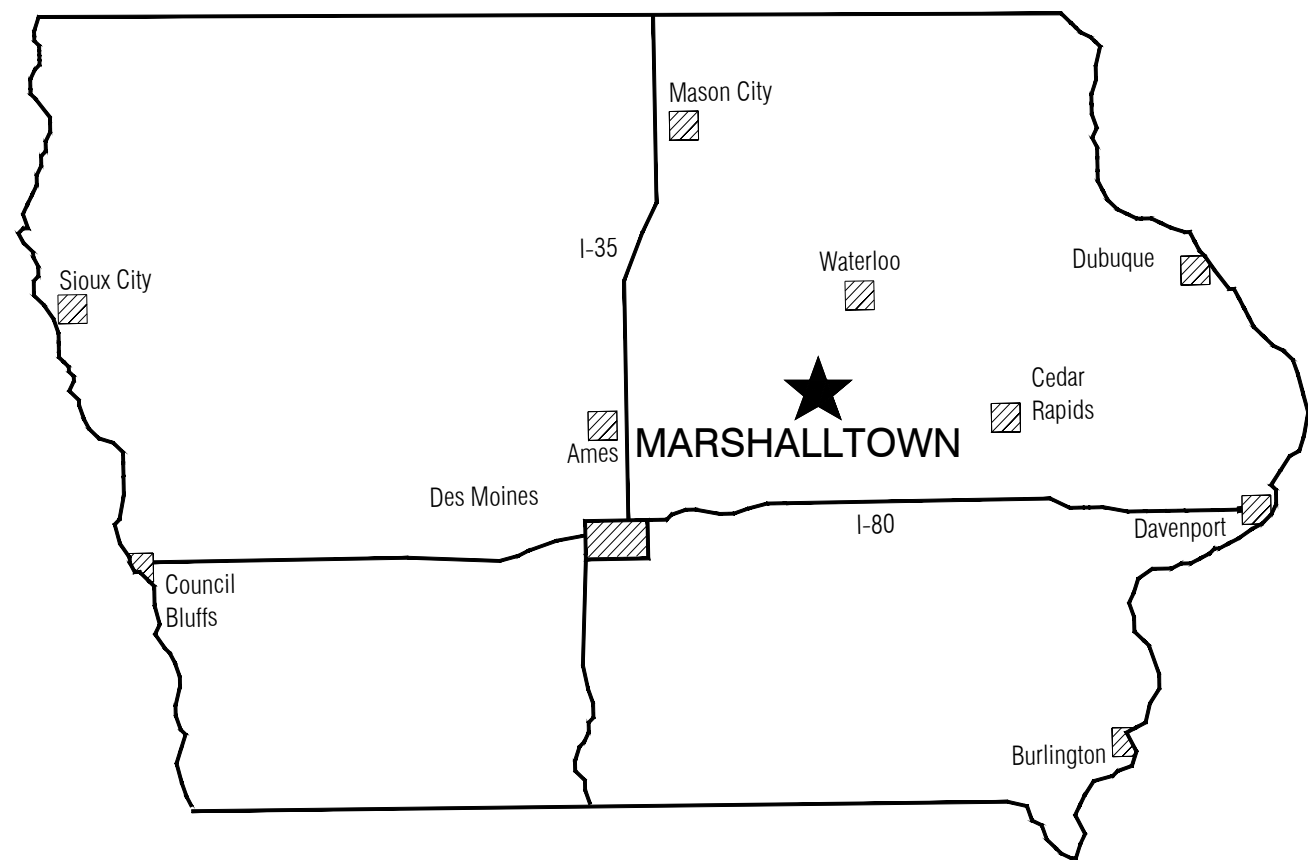
JBS DISTRIBUTION EXPANSION MARSHALLTOWN, IOWA 2025

GRADING, PAVING, BUILDING CONSTRUCTION

WORK AND MATERIALS SHALL BE IN ACCORDANCE WITH
THE IOWA STATEWIDE URBAN STANDARD
SPECIFICATIONS FOR PUBLIC IMPROVEMENTS, 2025
EDITION (SUDAS) AND THE CITY OF MARSHALLTOWN
SUPPLEMENTAL SPECIFICATIONS



VICINITY MAP
NOT TO SCALE



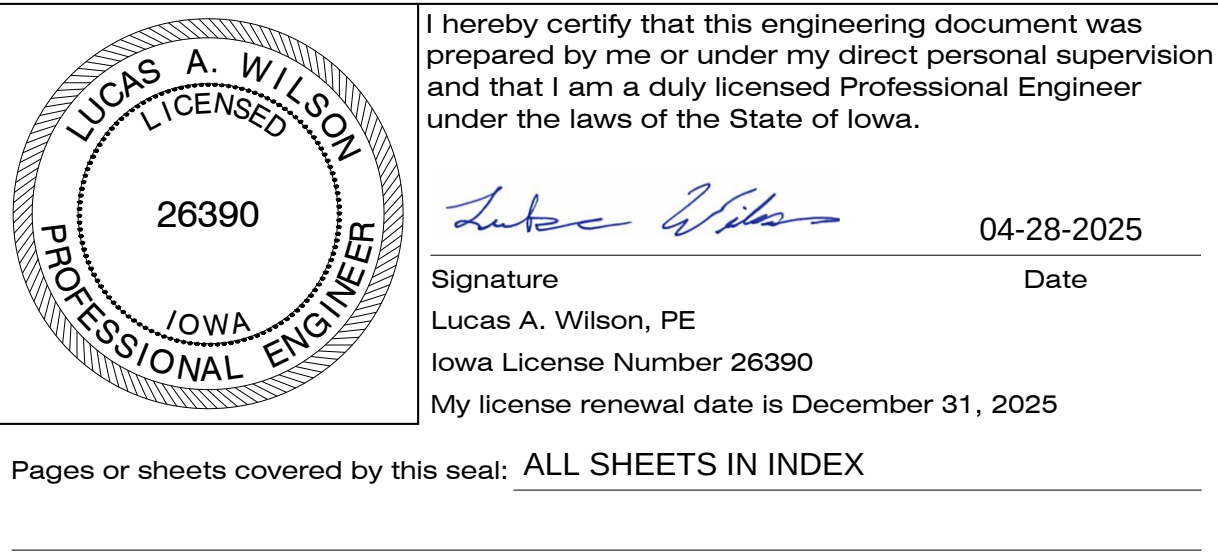
LOCATION MAP

PLAN SET IS INTENDED TO BE PRINTED IN
COLOR. PRINTING WITHOUT COLOR MAY AFFECT
LEGIBILITY OF THE PLANS



Clapsaddle-Garber Associates, Inc
16 East Main Street, P.O. Box 754
Marshalltown, Iowa 50158
Phone 641-752-6701
www.cgaconsultants.com

SHEET NO.	INDEX OF SHEETS
	DESCRIPTION
C.100	TITLE SHEET
C.102	SYMBOLS, LEGEND AND GENERAL INFORMATION
C.110	EXISTING CONDITIONS AND DEMOLITION PLAN
C.200	OVERALL LAYOUT
C.210	OVERALL UTILITY PLAN
C.211	STORM SEWER PLAN AND PROFILE
C.212	DETAILED WATER MAIN UTILITY PLAN
C.213 - C.214	WATER MAIN PLAN AND PROFILE
C.300	OVERALL GRADING PLAN
C.301 - C.302	DETAILED GRADING PLAN
C.310	STORM WATER POLLUTION PREVENTION PLAN
C.311	POST CONSTRUCTION STORM WATER MANAGEMENT PLAN - NORTH DETENTION AREA
C.312	POST CONSTRUCTION STORM WATER MANAGEMENT PLAN - SOUTH DETENTION AREA
C.400	LANDSCAPING PLAN
C.500 - C.503	TYPICAL DETAILS



\\325-05-0026\\wgj5_Sheets\\25-DS-0026 Title Sheet.dwg - C:102 - 04-24-25 - 8:51am - KMM332



LEGEND

EXISTING	PROPOSED	EXISTING	PROPOSED	EXISTING	PROPOSED
		EVERGREEN TREE	----W(*)----	----W(*)----	WATERLINE
		DECIDUOUS TREE			WATER VALVE
		FRUIT TREE			FIRE HYDRANT
		SHRUBS (BUSHES)			WATER METER
		TREE LINE			CURB STOP
		STUMP			YARD HYDRANT
		SWAMP			FIRE DEPT. CONNECTION
		CEMETERY			POST INDICATOR VALVE
		GRAVE	----San(*)----	----San(*)----	SANITARY SEWER LINE
		CAVE	----SIS(*)----	----SIS(*)----	STORM SEWER LINE
		SINK HOLE	----DT-----	----DT-----	DRAIN TILE
		WELL	----SD-----	----SD-----	SUBDRAIN
		WINDMILL			MANHOLE
		CISTERN			CLEANOUT
		SEPTIC TANK			INTAKE
		LP GAS TANK			BEEHIVE INTAKE
		UNDERGROUND STORAGE TANK			ROOF DRAIN
		SATELLITE DISH			ROOF DRAIN (SURFACE)
		SIGN (TYPE AS NOTED)			ROOF DRAIN (UNDERGROUND)
		FLAGPOLE	----G(*)----	----G(*)----	GAS LINE
		SOIL BORING			GAS VALVE
		MONITORING WELL			GAS METER
		PARKING METER	---OH E---	---OH E---	OVERHEAD ELECTRICAL LINE
		MAILBOX	----E(*)----	----E(*)----	BURIED ELECTRICAL LINE
		POST			POWER POLE
		BOLLARD			ELECTRICAL METER
		SPRINKLER HEAD			ELECTRICAL HIGHLINE TOWER
		SPRINKLER HEAD VALVE			TRAFFIC SIGNAL
		GUARDRAIL (BEAM OR CABLE)	---TS(*)---	---TS(*)---	TRAFFIC SIGNAL LINE
		FENCE			STREET LIGHT
		TILE OUTLET			LUMINAIRE
		DRAINAGE WAY			ELECTRICAL BOX/TRANSFORMER
		EDGE OF WATER	----FO(*)----	----FO(*)----	FIBER OPTICS LINE
		SILT FENCE			FIBER OPTICS BOX
		CONTOUR LINE			FIBER PEDESTAL
		SPOT ELEVATION	----T(*)----	----T(*)----	TELEPHONE LINE
		BUILDING			TELEPHONE POLE
					TELEPHONE PEDESTAL
					TELEPHONE BOX
					CABLE TELEVISION LINE
			----TV(*)----	----TV(*)----	TELEVISION PEDESTAL
					TELEVISION BOX
					AIR CONDITIONER

CONTROL POINTS:

IOWA REGIONAL COORDINATE SYSTEM NSRS 2011 IOWA STATE PLANES, NORTH ZONE, US FOOT NAD83(2011)(EPOCH 2010) IARTN DERIVED -US SURVEY FEET

NUMBER	NORTHING	EASTING	ELEV.	DESCRIPTION
200	3482882.396	5085274.813	880.82	103 MAG
201	3483352.97	5085263.81	888.86	103 MAG
202	3483326.372	5085434.619	867.305	103 MAG
203	3483355.908	5085565.37	867.1	103 MAG
204	3482873.759	5085602.227	870.565	103 MAG IN CUT X
205	3482888.095	5085444.731	875.57	103 MAG
206	3482431.444	5084694.305	885.68	103 MAG
207	3482409.089	5084806.108	884.795	103 REBAR
208	3482466.286	5085254.906	883.214	103 MAG
209	3482466.193	5085305.747	883.67	103 CUT X
520	3482522.163	5084678.826	888.31	103 REBAR
521	3482493.514	5085145.694	886.19	103 REBAR
522	3482990.861	5085224.636	879.7	103 MAG
523	3482922.262	5084752.159	888.36	103 REBAR
524	3482754.219	5085147.303	880.17	103 60D
527	3482586.014	5085116.902	882.18	103 MARKER X

PROPOSED USE

INDUSTRIAL DISTRIBUTION

OWNER OF RECORD:

SWIFT & COMPANY 1770
PROMONTORY CIR GREELEY,
CO 80634

PROPERTY ADDRESS:

402 N 10TH AVENUE
MARSHALLTOWN, IOWA 50158

SURVEY PREPARED BY:

CLAPSADDLE-GARBER ASSOCIATES, INC
16 EAST MAIN STREET
MARSHALLTOWN, IOWA 50158
PH 641-752-6701
WWW.CGACONSULTANTS.COM

SITE PLAN PREPARED BY:

PROJECT MANAGER:LUKE WILSON
CLAPSADDLE-GARBER ASSOCIATES, INC
16 EAST MAIN STREET
MARSHALLTOWN, IOWA 50158
PH 641-752-6701
WWW.CGACONSULTANTS.COM

DATE OF PREPARATION:

APRIL 24, 2025

FIELD WORK COMPLETED:

JANUARY 22, 2025

UTILITY COMPANIES

THE FOLLOWING UTILITIES ARE PRESENT ON THIS PROJECT

Alliant Energy Field Engineer	800-255-4268
Windstream Enterprise Locate Desk	800-941-3430
Centurylink Sadie Hull	918-547-0147
Hawkins Electrical Service Craig Hawkins	641-754-3788
City of Marshalltown Waterworks Zack Madfield	641-753-7913
City of Marshalltown Sewer Troy McGahuey	641-754-5749
City of Marshalltown Engr Dept. Heather Thomas	641-754-5734
JBS BRAD CARL	641-752-9320

NOTE:
TYPICAL DEPTH OF COVER ON WATERMAIN
PIPE IN MARSHALLTOWN IS 5 FT.

UNDERGROUND STRUCTURES, FACILITIES, AND UTILITIES
HAVE BEEN PLATTED FROM AVAILABLE SURVEYS, RECORDS
AND DEEDS. THEREFORE THEIR LOCATIONS MUST BE
CONSIDERED APPROXIMATE ONLY. THERE MAY BE OTHERS,
THE EXISTENCE OF WHICH IS PRESENTLY NOT KNOWN.

- ALL BEARINGS ARE THE RESULT OF G.P.S. OBSERVATIONS.
- ALL UNDERGROUND UTILITIES ON THIS SITE HAVE BEEN LOCATED AT ASCE LEVEL C OR D SURVEY QUALITY.
- UTILITY LINETYPES WITH A QUALITY LEVEL INDICATOR (*) HAVE BEEN LOCATED PER THE FOLLOWING ASCE STANDARD GUIDELINE FOR THE COLLECTION & DEPICTION OF EXISTING SUBSURFACE UTILITY DATA:
 - (A) - PRECISE HORIZONTAL & VERTICAL LOCATION OF UTILITIES OBTAINED BY THE ACTUAL EXPOSURE (OR VERIFICATION OF PREVIOUSLY EXPOSED & SURVEYED UTILITIES) & SUBSEQUENT MEASUREMENT OF SUBSURFACE UTILITIES, USUALLY AT A SPECIFIC POINT. MINIMALLY INTRUSIVE EXCAVATION EQUIPMENT IS TYPICALLY USED TO MINIMIZE THE POTENTIAL FOR UTILITY DAMAGE. A PRECISE HORIZONTAL & VERTICAL LOCATION, AS WELL AS OTHER UTILITY ATTRIBUTES, IS SHOWN ON PLAN DOCUMENTS. ACCURACY IS TYPICALLY SET TO 15- MM VERTICAL & TO APPLICABLE HORIZONTAL SURVEY & MAPPING ACCURACY AS DEFINED OR EXPECTED BY THE PROJECT OWNER.
 - (B) - INFORMATION OBTAINED THROUGH THE APPLICATION OF APPROPRIATE SURFACE GEOPHYSICAL METHODS TO DETERMINE THE EXISTENCE & APPROXIMATE HORIZONTAL POSITION OF SUBSURFACE UTILITIES. QUALITY LEVEL B DATA SHOULD BE REPRODUCIBLE BY SURFACE GEOPHYSICS AT ANY POINT OF THEIR DEPICTION. THIS INFORMATION IS SURVEYED TO APPLICABLE TOLERANCES DEFINED BY THE PROJECT & REDUCED ONTO PLAN DOCUMENTS.
 - (C) -INFORMATION OBTAINED BY SURVEYING & PLOTTING VISIBLE ABOVE-GROUND UTILITY FEATURES & BY USING PROFESSIONAL JUDGEMENT IN CORRELATING THIS INFORMATION TO QUALITY LEVEL D INFORMATION.
 - (D) - INFORMATION DERIVED FROM EXISTING RECORDS OR ORAL RECOLLECTIONS.

SYMBOLS, LEGEND, AND
GENERAL INFORMATION

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16 East Main Street
Marshalltown, Iowa 50158
Ph 641-752-6701
www.cgiconsultants.com



PROJECT NO:
25-DS-0026
SHEET NO:
C.102

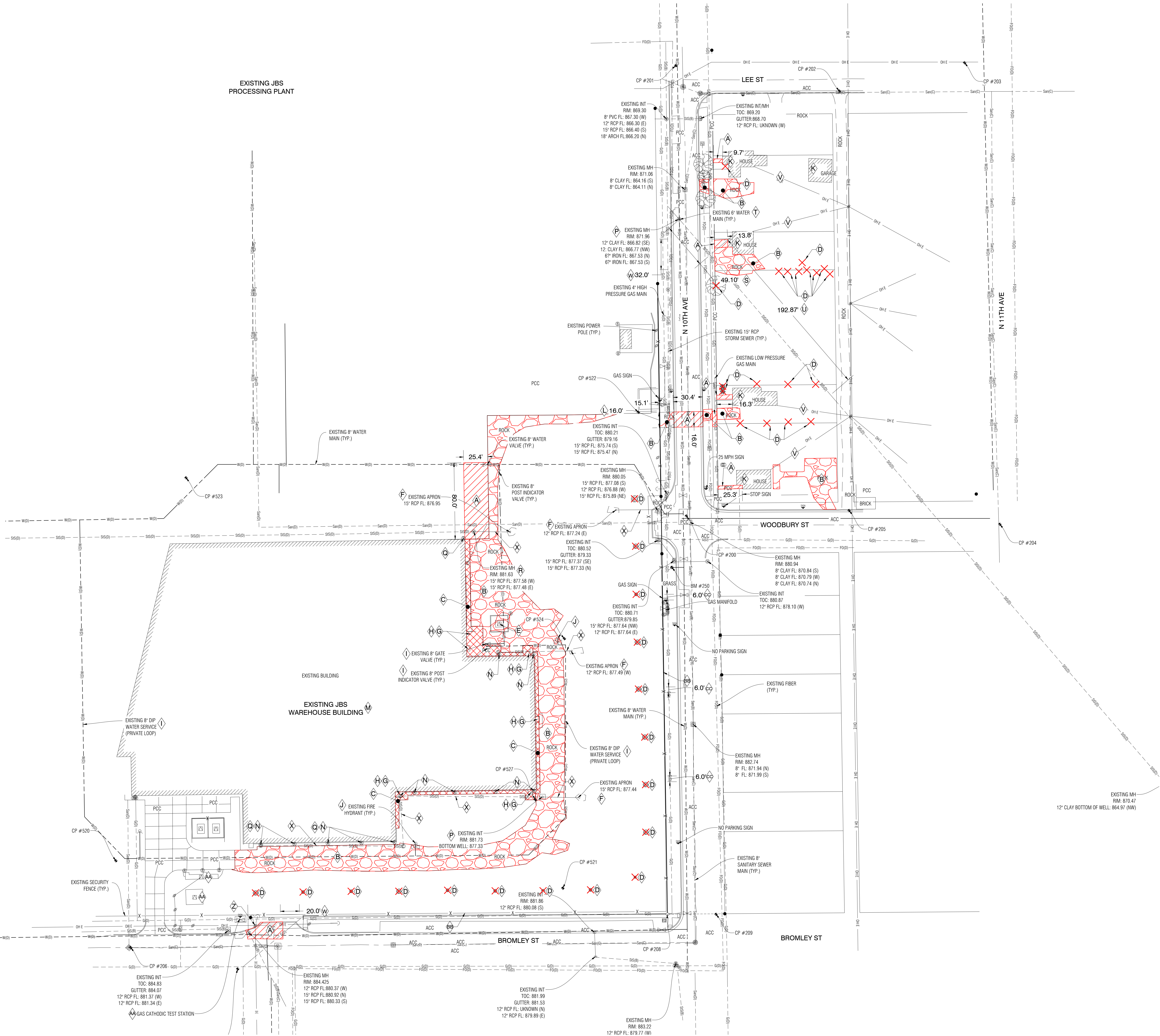
GENERAL DEMOLITION NOTES:

- ADJOINING PROPERTIES SHALL BE PROTECTED DURING DEMOLITION OPERATIONS. DEBRIS ON ADJOINING PROPERTIES SHALL BE CAREFULLY REMOVED BY CONTRACTOR.
- ANY DAMAGE TO EXISTING PAVEMENT TO REMAIN DUE TO CONSTRUCTION ACTIVITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE. ALL EFFORTS SHALL BE MADE TO NOT DISTURB EXISTING PAVEMENT TO REMAIN.
- ONE WEEK PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY:
A. CITY OF MARSHALLTOWN
B. OWNER
C. TIPPMANN GROUP
- CONTRACTOR SHALL DISPOSE OF PAVEMENT, BUILDING MATERIALS & FENCING OFF-SITE, IN ACCORDANCE WITH LOCAL, STATE, AND FEDERAL GUIDELINES.
- ALL CONSTRUCTION MATERIALS, DUMPSTERS, DETACHED TRAILERS, OR SIMILAR ITEMS ARE PROHIBITED ON PUBLIC STREETS OR WITHIN THE PUBLIC RIGHT-OF-WAY.
- ALL UTILITIES SHALL BE DECOMMISSIONED FROM EXISTING HOMES. CONTRACTOR SHALL COORDINATE WITH RESPECTIVE UTILITY COMPANIES PRIOR TO DEMOLITION AND REMOVAL OF UTILITIES.

KEY DEMOLITION CONSTRUCTION NOTES:

- A REMOVE CONCRETE & ALL ASSOCIATED CURBS TO NEAREST JOINT LINE OR AS INDICATED.
- B REMOVE GRAVEL DRIVE.
- C REMOVE BUILDING PERIMETER SIDEWALK.
- D COMPLETELY REMOVE EXISTING TREE/SHRUB & ROOTBALL. DISPOSE OF OFFSITE. BACKFILL DEPRESSIONS WITH SUITABLE SOIL.
- E EXISTING ELECTRICAL TRANSFORMER TO BE REMOVED AND RELOCATED, SEE MEP PLAN FOR MORE DETAILS.
- F EXISTING STORM SEWER OUTLET, APRON AND RIP-RAP TO BE REMOVED
- G EXISTING PREFABRICATED STEPS AND HANDRAIL TO BE REMOVED
- H EXISTING FROST PROTECTED STOOP TO BE REMOVED
- I EXISTING 8" DIP FIRE LOOP TO BE RELOCATED, REFER TO UTILITY PLAN FOR MORE DETAILS
- J EXISTING FIRE HYDRANT TO BE REMOVED AND SALVAGED TO OWNER
- K REMOVE BUILDING & ALL ASSOCIATED FOUNDATIONS. BACKFILL HOLES WITH SUITABLE SOIL.
- L REMOVE & REPLACE EXISTING FENCING & POSTS.
- M EXISTING BUILDING FOUNDATIONS TO BE PROTECTED THROUGHOUT THE DURATION OF CONSTRUCTION. REFER TO THE STRUCTURAL PLANS FOR MORE DETAILS.
- N EXISTING ROOF DRAINS & STORM CLEANOUTS
- O EXISTING SANITARY SEWER CLEANOUT TO BE PROTECTED THROUGHOUT THE DURATION OF CONSTRUCTION.
- P EXISTING STORM SEWER INLET OR STRUCTURE TO BE REMOVED
- Q EXISTING ROOF DRAIN TO BE PROTECTED THROUGHOUT THE DURATION OF CONSTRUCTION
- R EXISTING STORM SEWER MANHOLE TO BE PROTECTED AND RECONNECTED VIA A ROOF DRAIN LEADER PIPE TO THE PROPOSED STORM SEWER AND DETENTION BASINS. REFER TO UTILITY PLAN FOR MORE DETAILS.
- S EXISTING STORM SEWER PIPE TO BE FILLED WITH FLOWABLE MORTAR
- T EXISTING 6" DUCTILE IRON WATER MAIN TO BE PROTECTED THROUGHOUT THE COMPLETE DURATION OF THE PROJECT.
- U EXISTING STORM SEWER TILE TO BE RECONNECTED TO PROPOSED MANHOLE, REFER TO UTILITY PLAN FOR MORE DETAILS.
- V EXISTING OVERHEAD ELECTRICAL TO BE REMOVED & DECOMMISSIONED, CONTRACTOR SHALL COORDINATE WITH RESPECTIVE UTILITY COMPANIES PRIOR TO COMMENCEMENT OF REMOVALS.
- W EXISTING FENCE TO BE REMOVED AND REPLACED WITH SECURED GATE FOR SNOW REMOVAL OPERATIONS. REFER TO LAYOUT PLAN FOR MORE DETAILS.
- X EXISTING STORM SEWER PIPE TO BE REMOVED.
- Y EXISTING STORM SEWER PIPE TO BE PROTECTED
- Z EXISTING POLE TO BE BRACED FOR STORM SEWER INSTALLATION
- AA EXISTING UTILITY TO BE PROTECTED THROUGHOUT THE DURATION OF CONSTRUCTION.
- BB EXISTING FENCE TO REMAIN IN PLACE, UNLESS OTHERWISE NOTED, SHALL BE PROTECTED THROUGHOUT THE DURATION OF CONSTRUCTION.
- CC EXISTING FENCE TO BE REMOVED AND REPLACED WITH 6" WIDE FIRE ACCESS GATES. REFER TO LAYOUT PLAN FOR MORE DETAILS.

EXISTING JBS
PROCESSING PLANT



EXISTING CONDITIONS
AND DEMOLITION PLAN

JBS DISTRIBUTION EXPANSION
MARSHALLTOWN, IOWA

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Marshalltown, Iowa 50158
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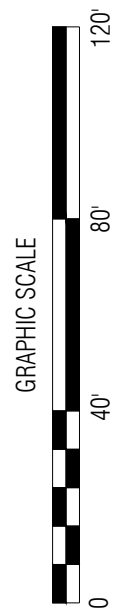
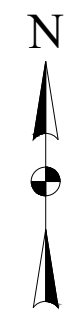
CCGA
PROJECT NO.
25-DS-0026
SHEET NO.
C.110

1. ALL TRAFFIC CONTROL DEVICES & BARRIERS SHALL BE FURNISHED, ERECTED, MAINTAINED, & REMOVED BY THE CONTRACTOR.
2. ACCESS TO NEIGHBORING BUILDINGS SHALL BE MAINTAINED AT ALL TIMES.
3. ALL UTILITY WORK WITHIN THE PUBLIC R.O.W. SHALL CONFORM TO THE CITY OF MARSHALLTOWN STANDARDS & THE CURRENT ADDITION OF THE MUTCD.
4. TEMPORARY STREET CLOSURE ALONG N 11TH AVENUE SHALL BE COORDINATED WITH THE CITY OF MARSHALLTOWN.
5. THE CONTRACTOR SHALL USE CARE WHEN WORKING UNDER/OVER/AROUND ELECTRICAL AND ALL OTHER UTILITIES.

1. ALL DIMENSIONS ARE TO BACK OF CURB UNLESS OTHERWISE NOTED.
2. ALL WORK SHALL BE IN ACCORDANCE WITH OSHA CODES & STANDARDS. NOTHING INDICATED ON THESE DRAWINGS SHALL RELIEVE THE CONTRACTOR FROM COMPLYING WITH APPROPRIATE SAFETY REGULATIONS.
3. ALL DISTURBED AREAS SHALL BE SEEDED, FERTILIZED & MULCHED UNLESS OTHERWISE NOTED IN PLANS. REFER TO LANDSCAPING PLAN.
4. COORDINATE GAS, ELECTRIC, TELEPHONE, & FIBER OPTIC WITH RESPECTIVE UTILITY COMPANIES.
5. ONE WEEK PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE CITY OF MARSHALLTOWN.
6. ALL SITE UTILITIES SHALL BE BROUGHT WITHIN 5' OF THE BUILDING TO CONNECT TO PLUMBING CONTRACTORS WORK. REFER TO MEP PLANS FOR MORE DETAILS.
7. SEWER FLOW LINES, PIPE MATERIAL, & PIPE SIZES SHALL BE FIELD VERIFIED PRIOR TO INSTALLING PIPE OR ORDERING STRUCTURES.
8. ALL ROOF DRAINS SHALL BE TIED INTO STORM SEWER LINES VIA ROOF LEADER LINE. SEE UTILITY PLAN FOR MORE DETAILS.

1 C-500	INSTALL 8" PCC PAVEMENT	
2 C-500	INSTALL PCC PATCH	
2B C-500	INSTALL GRAVEL DRIVE	
3 C-500	INSTALL 6" PCC CURB & GUTTER	
4 C-500	NORTH DETENTION BASIN	
5 C-500	SOUTH DETENTION BASIN	
10 C-500	RIGID GRAVID PIPE TRENCH BEDDING	
2 C-500	PROPOSED CHAIN LINK FENCE GATE WITH (ALL THE STYLE OF EXISTING IF ARE ADDED TO EXISTING FENCE LINE)	
2 C-500	PROPOSED 8' PERIMETER FENCE	
6 C-500	PROPOSED CHAIN LINK FENCE PRIVACY SLAT	
2 C-500	PROPOSED FLOOR AND WALL MOUNTED HANDRAIL	
3 C-500	INSTALL MD-3 SIDEWALK OVER UTILITY TRENCH	
2 C-500	INSTALL PAVEMENT RESTORATION JOINTS	

- (A)** PROPOSED LOADING DOCK BUILDING EXPANSION
- (B)** PROPOSED OFR BUILDING EXPANSION
- (C)** PROPOSED PREFABRICATED EXTERIOR STAIRS WITH 11 LF LANDING TO EXTEND OVER EXISTING MANHOLE FOR FUTURE ACCESS AND MAINTENANCE
- (D)** PROPOSED LOADING DOCKS (~50' BELOW FFE)
- (E)** PROPOSED DOCK WALL. (SEE STRUCTURAL PLANS FOR MORE DETAILS)
- (F)** PROPOSED 5' x 5' FROST PROTECTED STOOP (~1' BELOW FFE)
(SEE STRUCTURAL PLANS FOR MORE DETAILS)
- (G)** PROPOSED 84" x 100" TRANSFORMER PAD LOCATION & ASSOCIATED BOLLARDS (SEE STRUCTURAL PLANS FOR MORE DETAILS)



DESIGNED: _____	DATE: _____	REVISION	BY	DATE
DRAWN: _____	DATE: _____			
CHECKED: _____	DATE: _____			
APPROVED: _____	DATE: _____			
N.O.				

OVERALL LAYOUT PLAN

JBS DISTRIBUTION EXPANSION
MARSHALLTOWN, IOWA

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



PROJECT NO.	25-DS-0026
SHEET NO.	C.200

TRAFFIC CONTROL NOTES

1. ALL TRAFFIC CONTROL DEVICES & BARRIERS SHALL BE FURNISHED, ERECTED, MAINTAINED, & REMOVED BY THE CONTRACTOR.
2. ACCESS TO NEIGHBORING BUILDINGS SHALL BE MAINTAINED AT ALL TIMES.
3. ALL UTILITY WORK WITHIN THE PUBLIC R.O.W. SHALL CONFORM TO THE CITY OF MARSHALLTOWN STANDARDS & THE CURRENT ADDITION OF THE MUTCO.
4. TEMPORARY STREET CLOSURE ALONG N 10TH AVENUE SHALL BE COORDINATED WITH THE CITY OF MARSHALLTOWN.
5. THE CONTRACTOR SHALL USE CARE WHEN WORKING UNDER/OVER/AROUND ELECTRICAL AND ALL OTHER UTILITY LINES.

GENERAL LAYOUT & UTILITY NOTES:

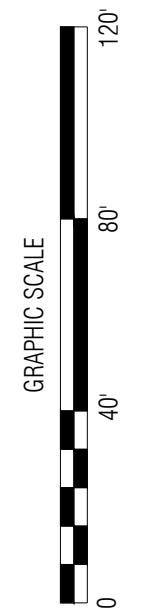
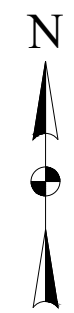
1. ALL DIMENSIONS ARE TO BACK OF CURB UNLESS OTHERWISE NOTED.
2. ALL WORK SHALL BE IN ACCORDANCE WITH OSHA CODES & STANDARDS. NOTHING INDICATED ON THESE DRAWINGS SHALL RELIEVE THE CONTRACTOR FROM COMPLYING WITH APPROPRIATE SAFETY REGULATIONS.
3. ALL DISTURBED AREAS SHALL BE SEEDED, FERTILIZED & MULCHED UNLESS OTHERWISE NOTED IN PLANS. REFER TO LANDSCAPING PLAN.
4. COORDINATE GAS, ELECTRIC, TELEPHONE, & FIBER OPTIC WITH RESPECTIVE UTILITY COMPANIES. ONE WEEK PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE CITY OF MARSHALLTOWN.
6. ALL SITE UTILITIES SHALL BE BROUGHT WITHIN 5' OF THE BUILDING TO CONNECT TO PLUMBING CONTRACTOR'S WORK - REFER TO MEP PLANS FOR MORE DETAILS.
7. SEWER FLOW LINES, PIPE MATERIAL, & PIPE SIZES SHALL BE FIELD VERIFIED PRIOR TO INSTALLING PIPE OR ORDERING STRUCTURES.
8. ALL ROOF DRAINS SHALL BE TIED INTO STORM SEWER LINES VIA ROOF LEADER LINE. SEE UTILITY PLAN FOR MORE DETAILS.

CONSTRUCTION DETAILS

- 1 NORTH DETENTION BASIN
- 2 INSTALL NORTH DETENTION OUTLET CONTROL STRUCTURE
- 3 SOUTH DETENTION BASIN
- 4 INSTALL SOUTH DETENTION OUTLET CONTROL STRUCTURE
- 5 ARCH PIPE CONNECTION TO 84" DIA MANHOLE
- 6 SW-401 INTAKE
- 7 SW-602 CASTING
- 8 FLAT TOP INTAKE CASTING
- 9 INSTALL INSERTA-TEE
- 10 48" NYLOPLAST OUTLET STRUCTURE
- 11 12" NYLOPLAST BASIN

CONSTRUCTION NOTES:

- A PROPOSED 8" DIP WATER MAIN FIRE LOOP
- B PROPOSED 3" DOMESTIC WATER SERVICE
- C PROPOSED CONNECTION TO EXISTING 8" DIP WATER MAIN FIRE LOOP
- D PROPOSED FIRE HYDRANT
- E PROPOSED STORM SEWER TO BE CONNECTED TO EXISTING STORM STRUCTURE
- F PROPOSED STORM SEWER STRUCTURE TO BE CONNECTED TO RCP ARCH PIPE USING WIRE MESH REINFORCED CONCRETE PIPE COLLAR
- G 15" HDPE PROPOSED STORM SEWER 30" BEND
- H 3" CONDENSATE LINE TO BE CONNECTED TO 18" ROOF DRAIN LEADER WITH INSERTA-TEE
- I 4" HUB DRAIN LINE TO BE CONNECTED TO 18" ROOF DRAIN LEADER WITH INSERTA-TEE
- J EXISTING ROOF DRAINS TO BE CONNECTED WITH 18" ROOF DRAIN LEADER WITH INSERTA-TEE
- K PROPOSED OVERFLOW WEIR, FOR MORE INFORMATION SEE SHEETS C.301 & C.302
- L PROPOSED ROOF DRAIN TO BE CONNECTED TO ROOF DRAIN LEADER, FOR ADDITIONAL INFORMATION ON ROOF DRAIN, SEE MEP PLAN.
- M CONNECT EXISTING STORM TILE LINE TO PROPOSED STORM STRUCTURE
- N 18" HDPE TEE (SEE SHEET C.212 FOR ADDITIONAL RIM AND FLOW LINE INFORMATION)
- O HDPE REDUCER (SEE SHEET C.212 FOR ADDITIONAL RIM AND FLOW LINE INFORMATION)
- P EXISTING ROOF DRAIN CLEAN OUT TO BE CONNECTED TO 18" ROOF DRAIN LEADER
- Q PROPOSED 84" x 100" TRANSFORMER PAD LOCATION & ASSOCIATED BOLLARDS (SEE STRUCTURAL PLANS FOR MORE DETAILS)



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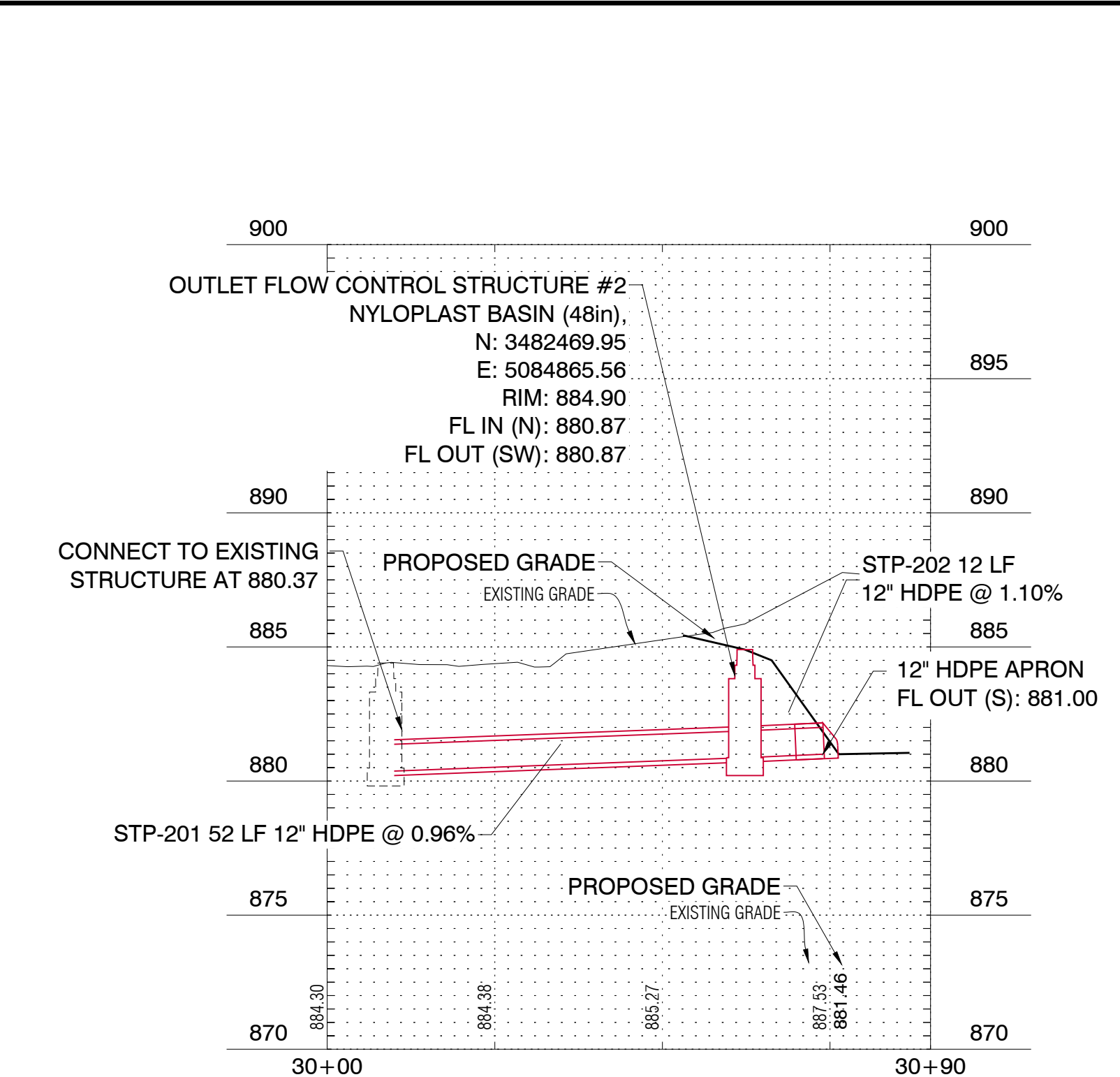
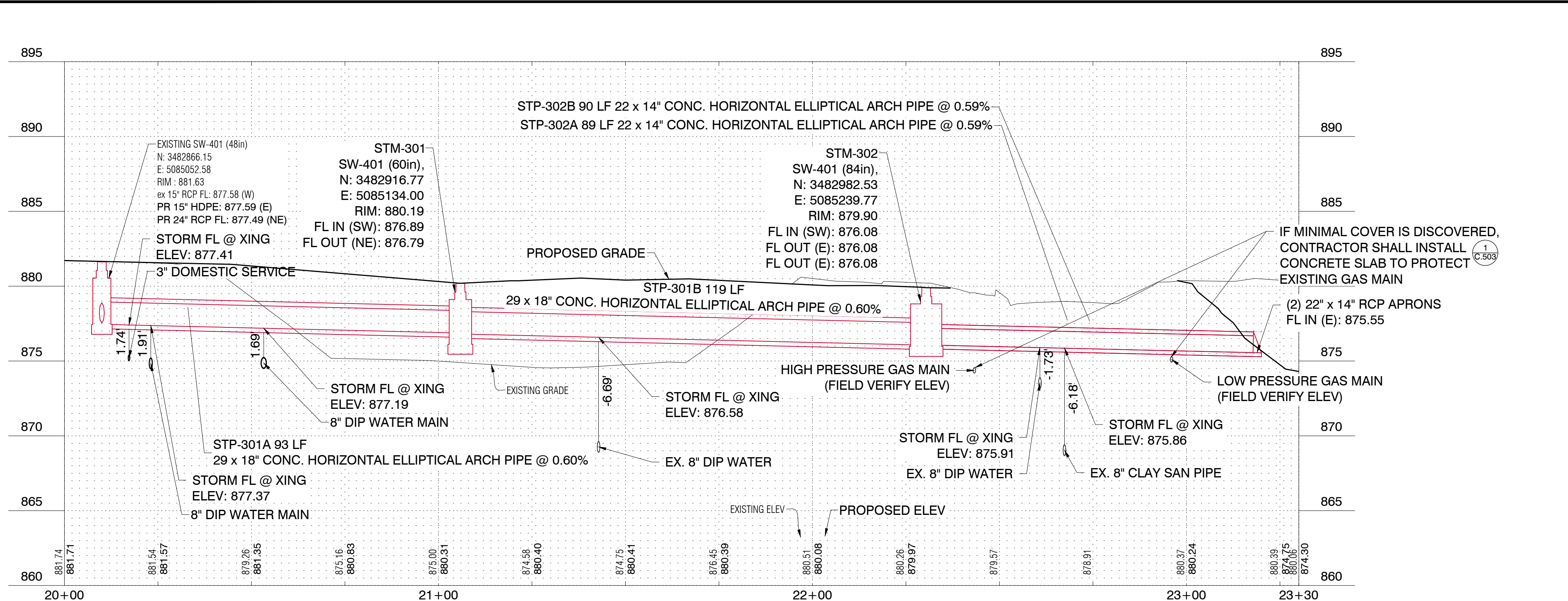
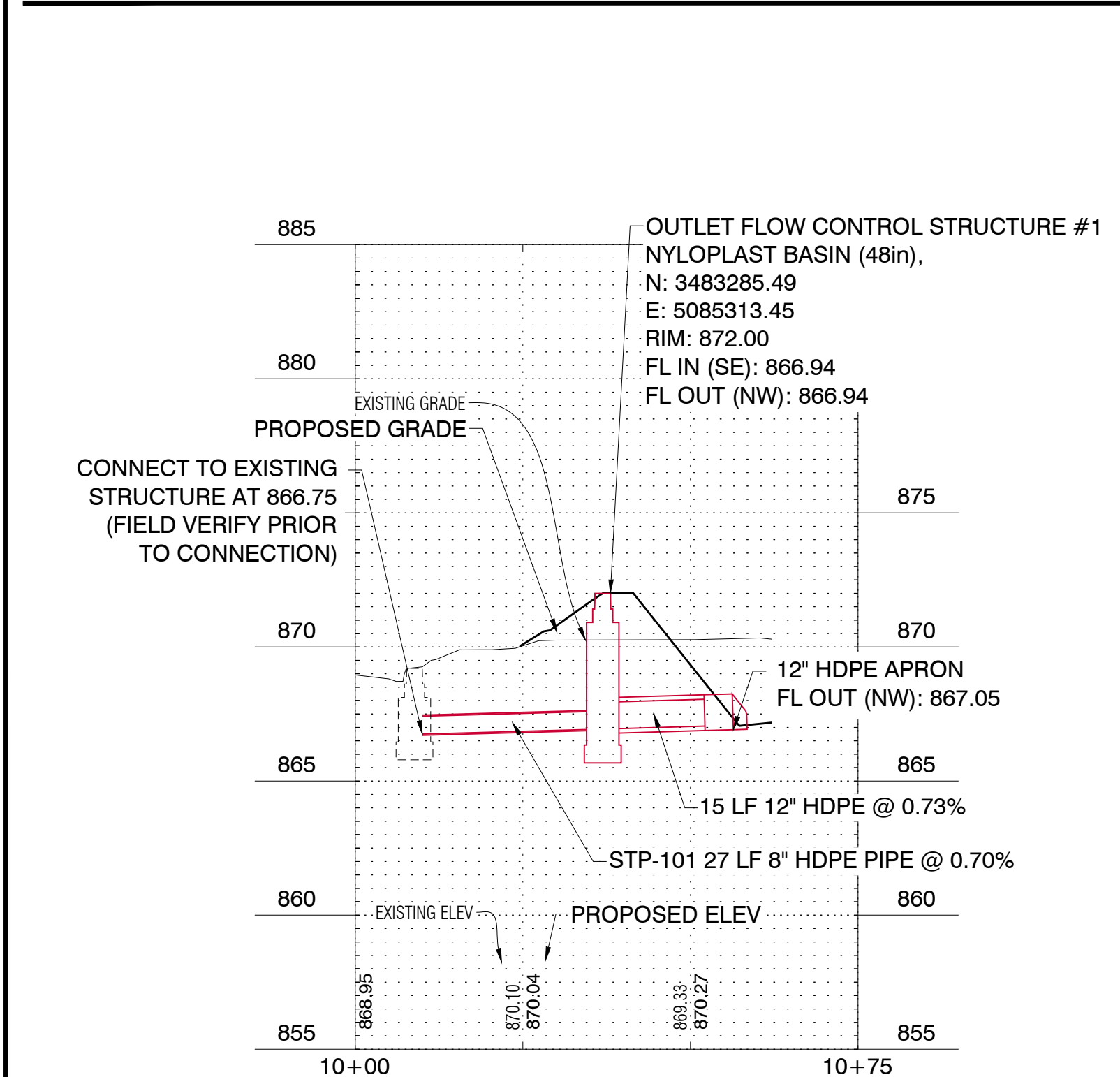
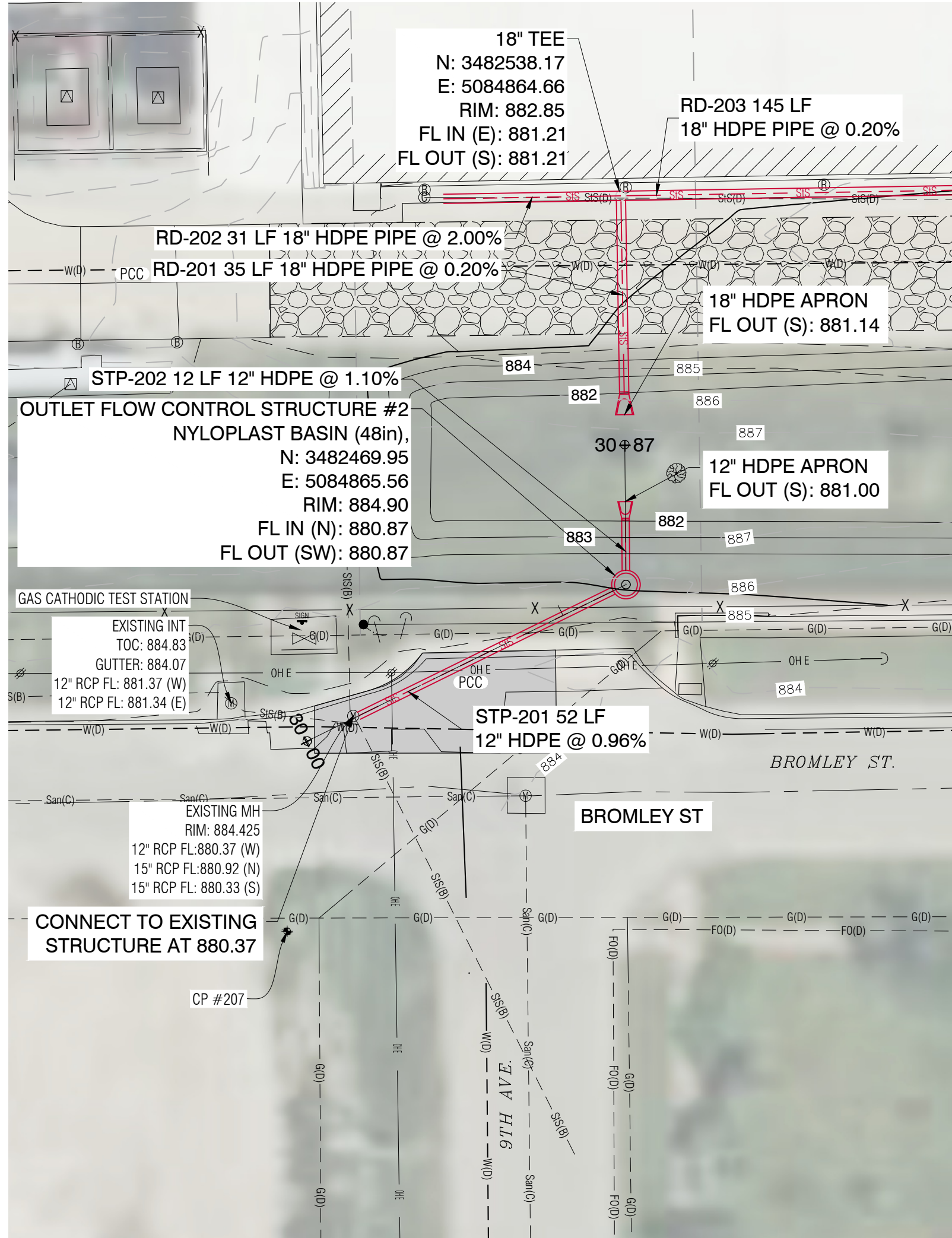
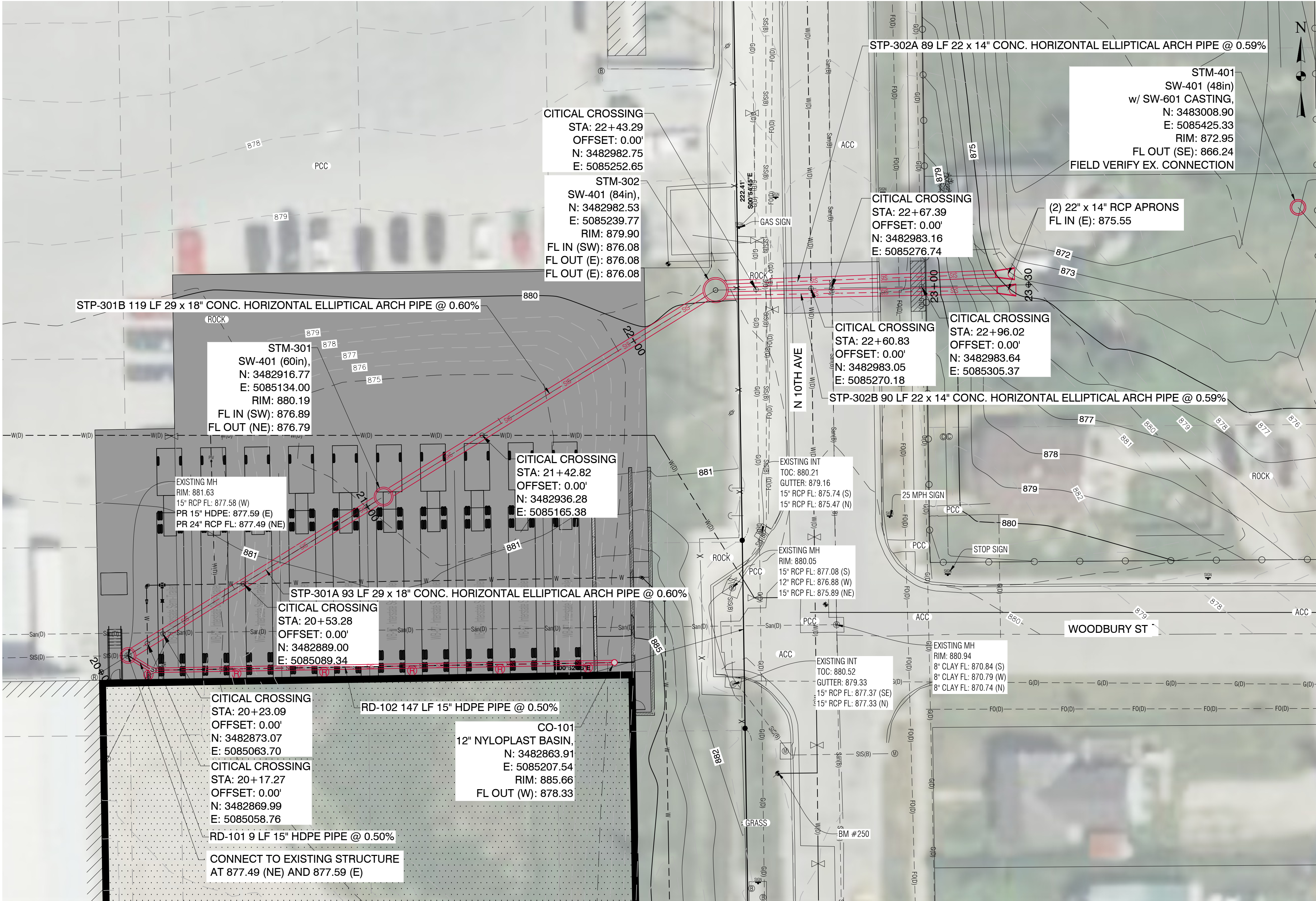
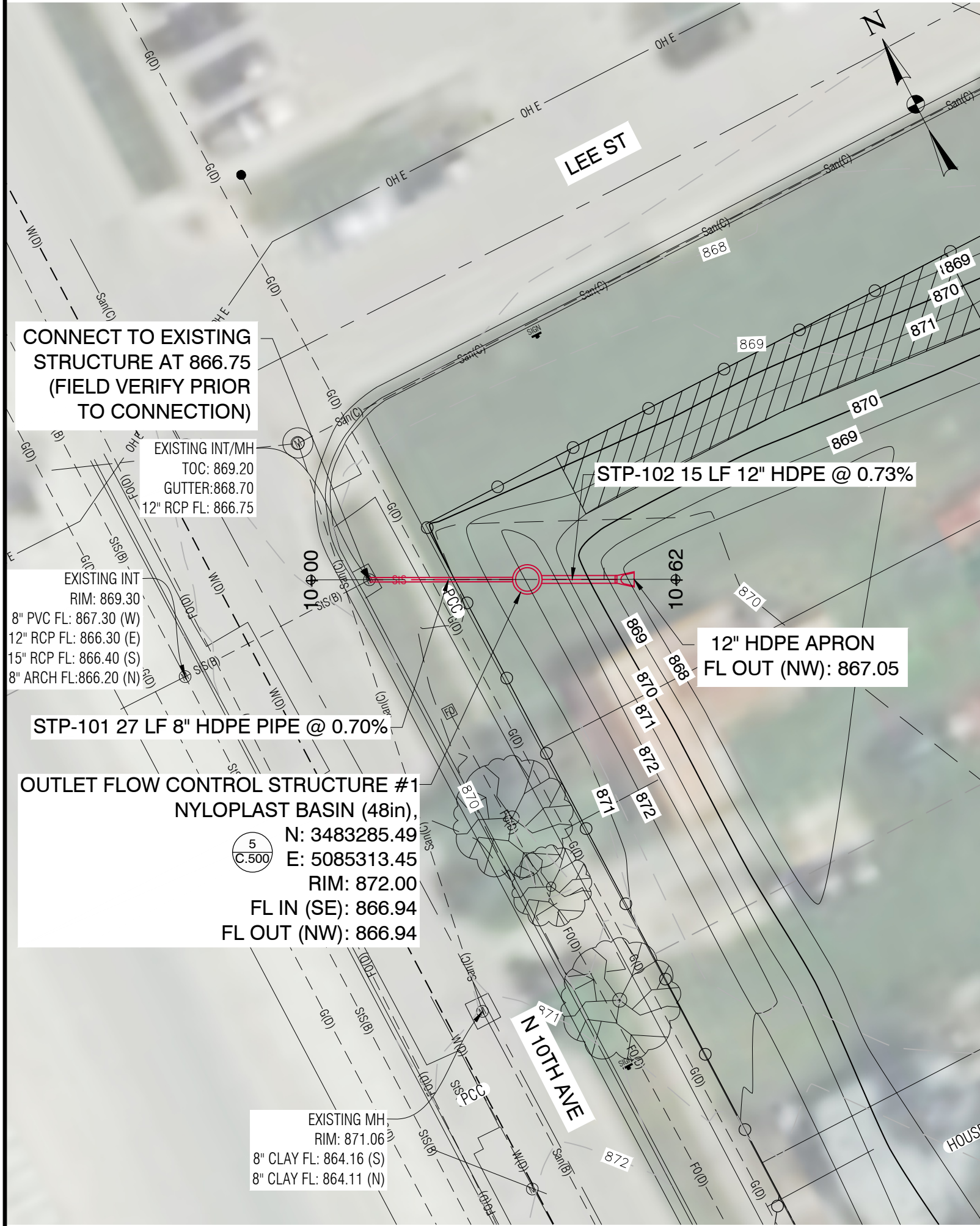
OVERALL UTILITY PLAN

JBS DISTRIBUTION EXPANSION
MARSHALLTOWN, IOWA

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



PROJECT NO:
25-DS-0026
SHEET NO:
C.210



\\25-us-0026\jbs\Sheets\25-DS-0026 Storm Sewer Plan and Profile.dwg, C:\211_04-24-25-8-53am_MMS\22

CONSTRUCTION DETAILS
1 CROSSING PIPE SUPPORT

STORM SEWER
PLAN AND PROFILE

JBS DISTRIBUTION EXPANSION
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CCGA

PROJECT NO.
25-DS-0026
SHEET NO.
C.211

TRAFFIC CONTROL NOTES

1. ALL TRAFFIC CONTROL DEVICES & BARRIERS SHALL BE FURNISHED, ERECTED, MAINTAINED, & REMOVED BY THE CONTRACTOR.
2. ACCESS TO NEIGHBORING BUILDINGS SHALL BE MAINTAINED AT ALL TIMES.
3. ALL UTILITY WORK WITHIN THE PUBLIC R.O.W. SHALL CONFORM TO THE CITY OF MARSHALLTOWN STANDARDS & THE CURRENT ADDITION OF THE MUTCD.
4. TEMPORARY STREET CLOSURE ALONG N 10TH AVENUE SHALL BE COORDINATED WITH THE CITY OF MARSHALLTOWN.
5. THE CONTRACTOR SHALL USE CARE WHEN WORKING UNDER/OVER/AROUND ELECTRICAL AND ALL OTHER UTILITY LINES.

GENERAL LAYOUT & UTILITY NOTES:

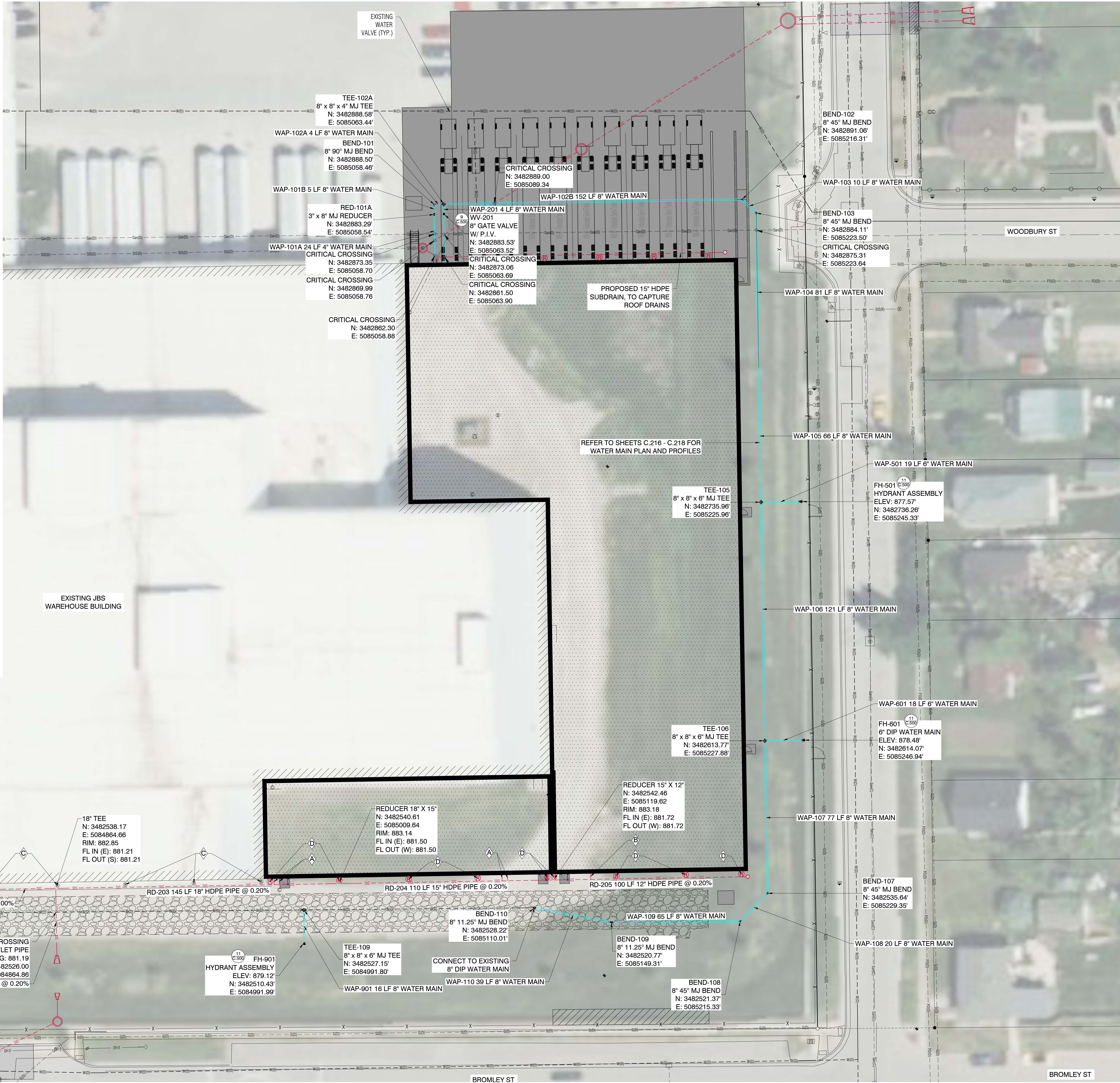
1. ALL DIMENSIONS ARE TO BACK OF CURB UNLESS OTHERWISE NOTED.
2. ALL WORK SHALL BE IN ACCORDANCE WITH OSHA CODES & STANDARDS. NOTHING INDICATED ON THESE DRAWINGS SHALL RELIEVE THE CONTRACTOR FROM COMPLYING WITH APPROPRIATE SAFETY REGULATIONS.
3. ALL DISTURBED AREAS SHALL BE SEEDED, FERTILIZED & MULCHED UNLESS OTHERWISE NOTED IN PLANS. REFER TO LANDSCAPING PLAN.
4. COORDINATE GAS, ELECTRIC, TELEPHONE, & FIBER OPTIC WITH RESPECTIVE UTILITY COMPANIES. ONE WEEK PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE CITY OF MARSHALLTOWN.
5. ALL SITE UTILITIES SHALL BE BROUGHT WITHIN 5' OF THE BUILDING TO CONNECT TO PLUMBING CONTRACTORS WORK - REFER TO MEP PLANS FOR MORE DETAILS.
6. SEWER FLOW LINES, PIPE MATERIAL, & PIPE SIZES SHALL BE FIELD VERIFIED PRIOR TO INSTALLING PIPE OR ORDERING STRUCTURES.
7. ALL ROOF DRAINS SHALL BE TIED INTO STORM SEWER LINES VIA ROOF LEADER LINE. SEE UTILITY PLAN FOR MORE DETAILS.

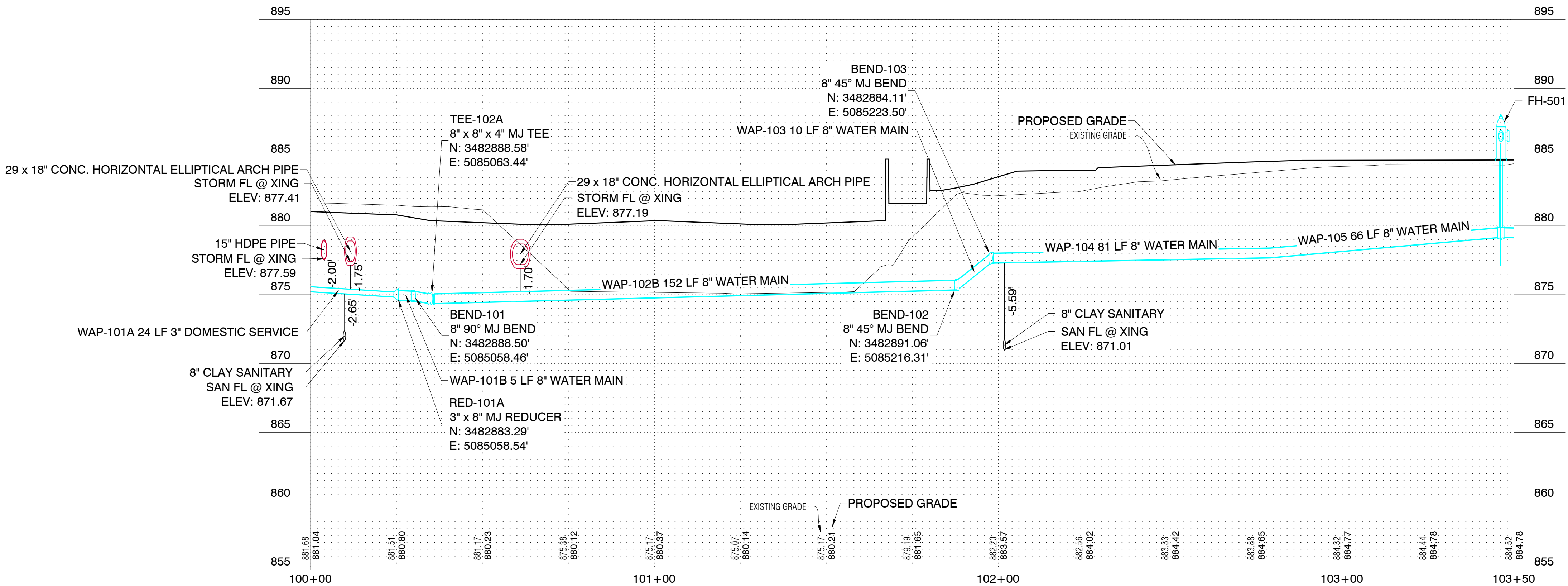
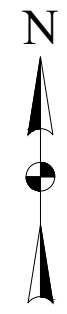
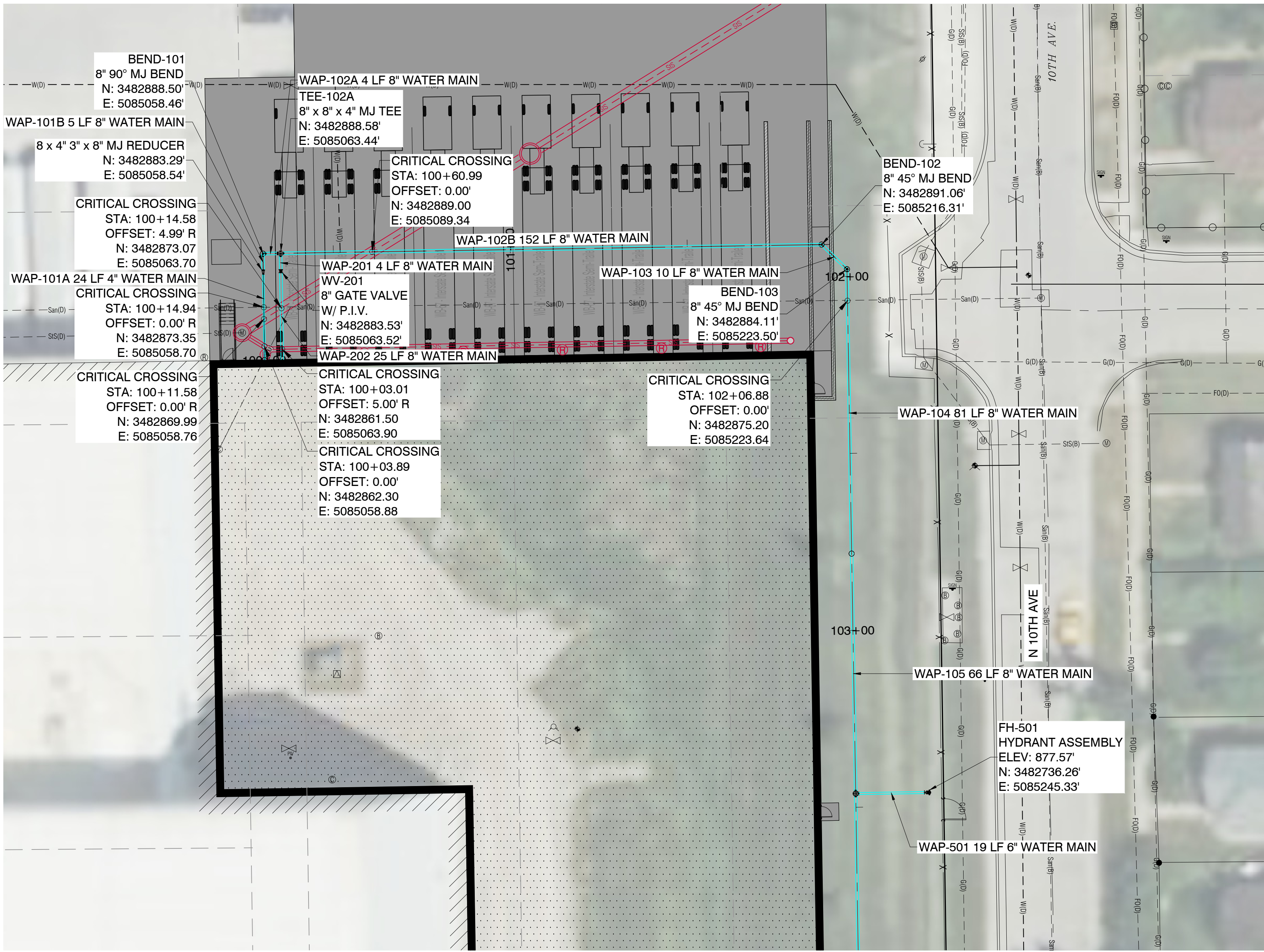
CONSTRUCTION DETAILS

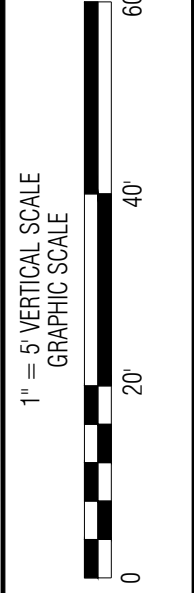
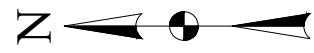
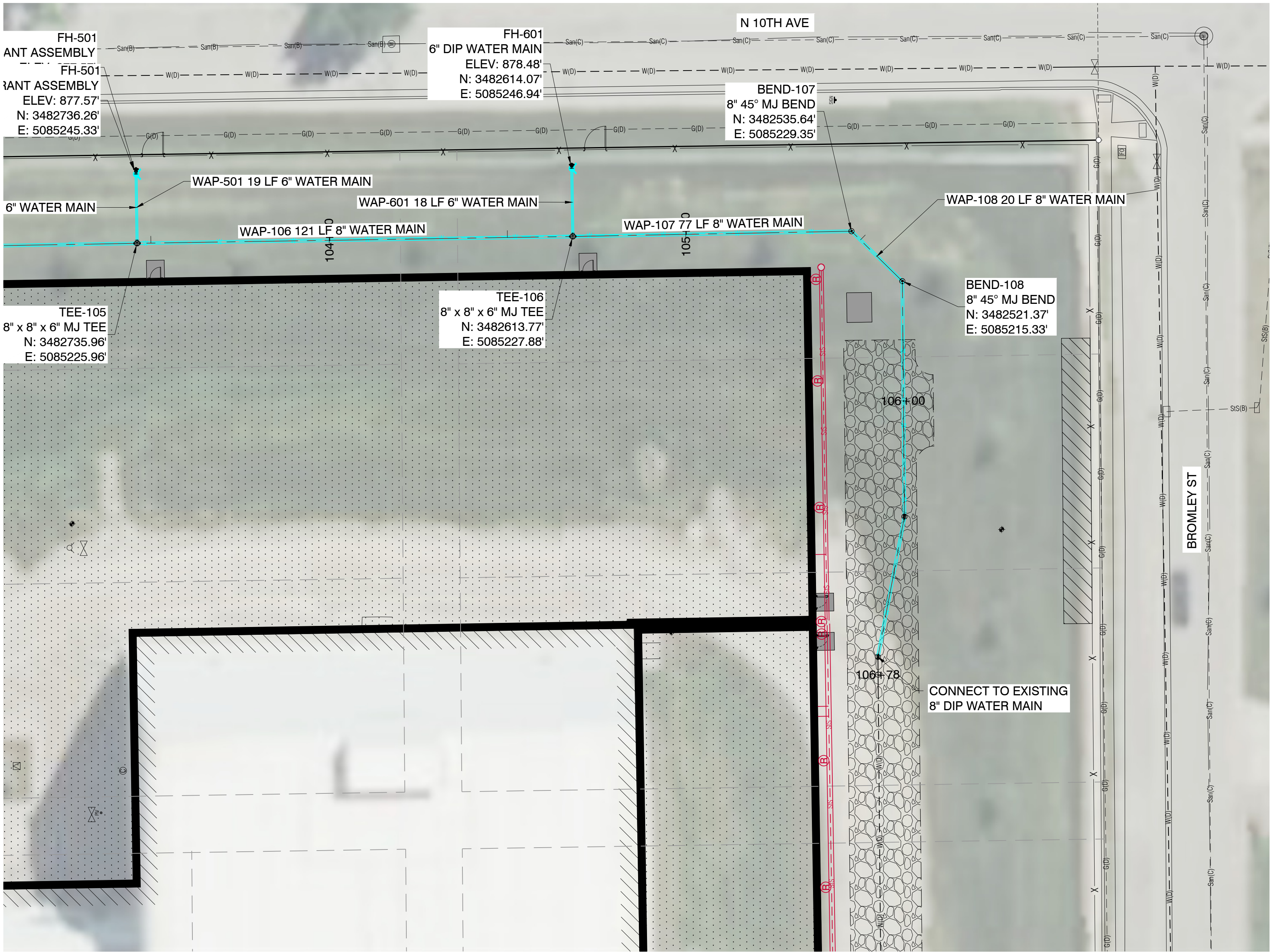
- 9 STANDARD POST INDICATOR VALVE
11 FIRE HYDRANT ASSEMBLY

CONSTRUCTION NOTES:

- A 3" CONDENSATE LINE TO BE CONNECTED TO 18" ROOF DRAIN LEADER WITH INSERTA-TEE
- B 4" HUB DRAIN LINE TO BE CONNECTED TO 18" ROOF DRAIN LEADER WITH INSERTA-TEE
- C EXISTING ROOF DRAINS TO BE CONNECTED WITH 18" ROOF DRAIN LEADER WITH INSERTA-TEE
- D PROPOSED ROOF DRAINS TO BE CONNECTED WITH 18" ROOF DRAIN LEADER WITH INSERTA-TEE







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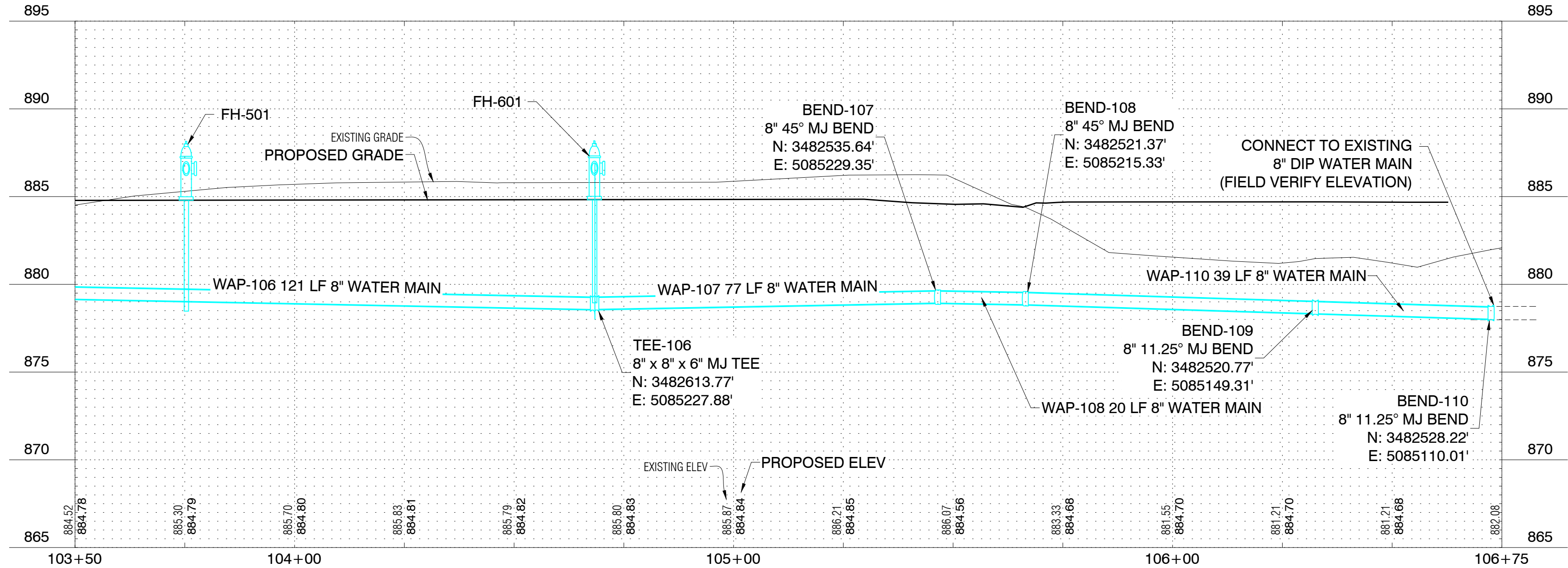
WATER MAIN
PLAN AND PROFILE

JBS DISTRIBUTION EXPANSION
MARSHALLTOWN, IOWA

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



PROJECT NO:
25-DS-0026
SHEET NO:
C.214



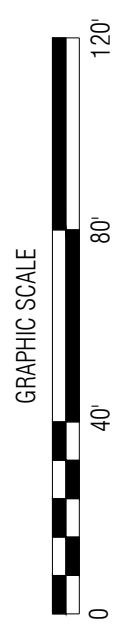
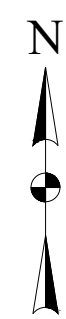
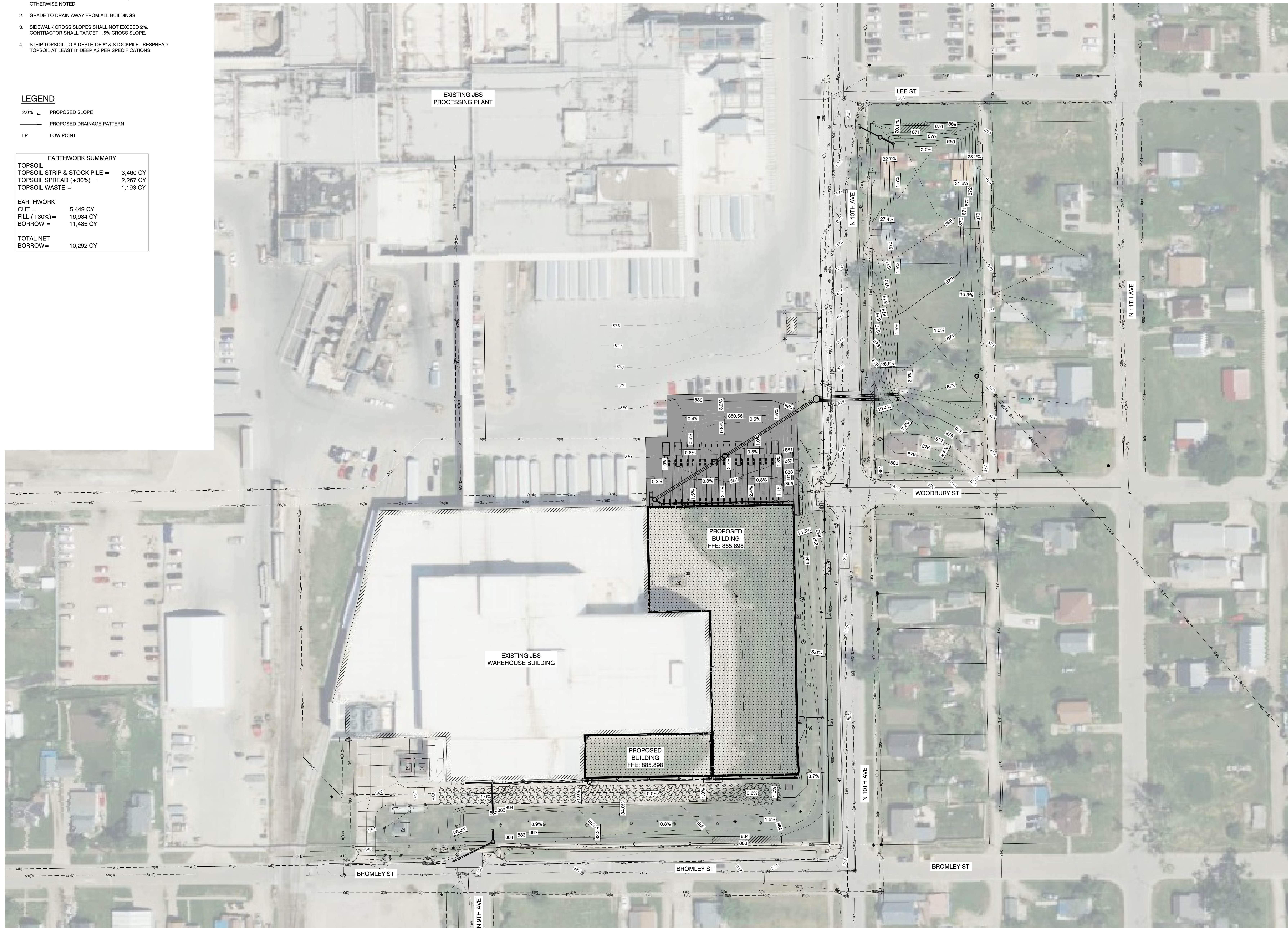
1. SLOPES SHALL NOT BE GREATER THAN 3:1, UNLESS OTHERWISE NOTED
2. GRADE TO DRAIN AROUND FROM ALL BUILDINGS.
3. SIDEWALK CROSS SLOPES SHALL NOT EXCEED 2%. CONTRACTOR SHALL TARGET 1.5% CROSS SLOPE.
4. STRIP TOPSOIL TO A DEPTH OF 8" & STOCKPILE. RESPAREAD TOPSOIL AT LEAST 8" DEEP AS PER SPECIFICATIONS.

2.0% PROPOSED SLOPE
PROPOSED DRAINAGE PATTERN
LP LOW POINT

TOPSOIL	
TOPSOIL STRIP & STOCK PILE =	3,460 CY
TOPSOIL SPREAD (+30%) =	2,267 CY
TOPSOIL WASTE =	1,193 CY

EARTHWORK	
CUT =	5,449 CY
FILL (+30%) =	16,934 CY
BORROW =	11,485 CY

TOTAL NET
BORROW= 10,292 CY



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APPROVED: _____ DATE: _____					

OVERALL GRADING PLAN

JBS DISTRIBUTION EXPANSION
MARSHALLTOWN, IOWA

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

CGA

1. SLOPES SHALL NOT BE GREATER THAN 3:1, UNLESS OTHERWISE NOTED
2. GRADE TO DRAIN AWAY FROM ALL BUILDINGS.
3. SIDEWALK CROSS SLOPES SHALL NOT EXCEED 2%. CONTRACTOR SHALL TARGET 1.5% CROSS SLOPE.
4. STRIP TOPSOIL TO A DEPTH OF 8" & STOCKPILE . RESPAWD TOPSOIL AT LEAST 8" DEEP AS PER SPECIFICATIONS.

2.0% → PROPOSED SLOPE
 → PROPOSED DRAINAGE PATTERN
 LP LOW POINT



10. CONSTRUCTION NOTES:

- (A) INSTALL SILT FENCE - TO BE REMOVED AT THE END OF THE PROJECT.
- (B) INSTALL INLET PROTECTION - TO BE REMOVED AT THE END OF THE PROJECT.
- (C) INSTALL CONCRETE WASH OUT AREA - TO BE REMOVED & RESTORED AT THE END OF THE PROJECT.
- (D) INSTALL STABILIZED CONSTRUCTION ENTRANCE.
- (E) PROPOSED STOCKPILE LOCATION - TO BE REMOVED & RESTORED AT THE END OF THE PROJECT.
- (F) INSTALL ROLLED EROSION CONTROL PRODUCT - TO BE REMOVED AT THE END OF THE PROJECT.

MARSHALL COUNTY
POLLUTION PREVENTION PLAN

ALL CONTRACTORS/SUBCONTRACTORS SHALL CONDUCT THEIR OPERATIONS IN A MANNER THAT MINIMIZES EROSION AND PREVENTS SEDIMENTS FROM LEAVING THE SITE AS DESCRIBED BELOW. THE PRIME CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLIANCE AND IMPLEMENTATION OF THE POLLUTION PREVENTION PLAN (PPP) FOR THEIR ENTIRE CONTRACT. THIS RESPONSIBILITY SHALL BE FURTHER SHARED WITH SUBCONTRACTORS WHOSE WORK IS A SOURCE OF POTENTIAL POLLUTION AS DEFINED IN THIS PPP.

1. SITE DESCRIPTION
THIS POLLUTION PREVENTION PLAN (PPP) IS FOR BUILDING EXPANSION OF JBS DISTRIBUTION IN MARSHALLTOWN, IOWA. THIS PPP COVERS APPROXIMATELY 5.9 ACRES WITH AN ESTIMATED 3.9 ACRES BEING DISTURBED. THE PORTION OF THE PPP COVERED BY THIS CONTRACT HAS 3.9 ACRES BEING DISTURBED.

THE PPP IS LOCATED IN AN AREA OF TAMA URBAN LAND COMPLEX AND COLO, OCCASIONALLY FLOODED - URBAN LAND COMPLEX.

REFER TO THIS SHEET, AND THE GRADING PLAN SHEETS (C.300 - C.302) FOR LOCATIONS OF TYPICAL SLOPES, DITCH GRADES, AND MAJOR STRUCTURAL AND NONSTRUCTURAL CONTROLS. A COPY OF THIS PLAN WILL BE ON FILE AT THE PROJECT ENGINEER'S OFFICE. RUNOFF FROM THIS WORK WILL FLOW INTO CITY OF MARSHALLTOWN STORM SEWER.

2. POTENTIAL SOURCES OF POLLUTION
SITE SOURCES OF POLLUTION GENERATED AS A RESULT OF THIS WORK RELATE TO SILTS AND SEDIMENT WHICH MAY BE TRANSPORTED AS A RESULT OF A STORM EVENT. HOWEVER, THIS PPP PROVIDES CONVEYANCE FOR OTHER NON-PROJECT RUNOFF THAT IS BEYOND THE CONTROL OF THIS PPP. POTENTIALLY THIS RUNOFF CAN CONTAIN VARIOUS POLLUTANTS RELATED TO SITE-SPECIFIC LAND USES. EXAMPLES ARE:

RURAL AGRICULTURAL ACTIVITIES - RUNOFF FROM AGRICULTURAL LAND USE CAN POTENTIALLY CONTAIN CHEMICALS INCLUDING HERBICIDES, PESTICIDES, FUNGICIDES, AND FERTILIZERS.

COMMERCIAL AND INDUSTRIAL ACTIVITIES - RUNOFF FROM COMMERCIAL, INDUSTRIAL, AND COMMERCE LAND USE MAY CONTAIN CONSTITUENTS ASSOCIATED WITH THE SPECIFIC OPERATION. SUCH OPERATIONS ARE SUBJECT TO POTENTIAL LEAKS AND SPILLS WHICH COULD BE COMMINGLED WITH RUNOFF FROM THE FACILITY. POLLUTANTS ASSOCIATED WITH COMMERCIAL AND INDUSTRIAL ACTIVITIES ARE NOT READILY AVAILABLE SINCE THEY ARE TYPICALLY PROPRIETARY.

3. CONTROLS
PRIOR TO BEGINNING GRADING, EXCAVATION, OR CLEARING AND GRUBBING OPERATIONS, SILT FENCE SHALL BE PLACED ALONG THE PERIMETER OF THE AREAS TO BE DISTURBED AT LOCATIONS WHERE RUNOFF CAN MOVE OFF-SITE. VEGETATION IN AREAS NOT NEEDED FOR CONSTRUCTION SHALL BE PRESERVED. AS AREAS REACH THEIR FINAL GRADE, ADDITIONAL SILT FENCES, SILT BASINS, COMPOST FILLED SOCKS, INTERCEPTING DITCHES, SOD FLUMES, LETDOWNS, BRIDGE EDGE DRAINS, AND EARTH DIKES SHALL BE INSTALLED AS SPECIFIED IN THE PLANS AND/OR AS REQUIRED BY THE PROJECT ENGINEER. THIS WILL INCLUDE USING SILT FENCE OR EQUIVALENT AS DITCH CHECKS AND TO PROTECT INTAKES. TEMPORARY STABILIZING MULCH SHALL BE COMPLETED AS THE DISTURBED AREAS ARE CONSTRUCTED. IF CONSTRUCTION ACTIVITY IS NOT PLANNED TO OCCUR IN A DISTURBED AREA FOR AT LEAST 21 DAYS, THE AREA SHALL BE STABILIZED BY TEMPORARY MULCHING WITHIN 14 DAYS. OTHER STABILIZING METHODS SHALL BE USED OUTSIDE THE SEEDING PERIOD.

THIS WORK SHALL BE DONE IN ACCORDANCE WITH SECTION 9040 "EROSION CONTROL" OF THE URBAN STANDARD SPECIFICATION FOR PUBLIC IMPROVEMENT (SUDAS).

AS THE WORK PROGRESSES, ADDITIONAL EROSION CONTROL ITEMS SUCH AS STRAW BALE BARRIER, SEDIMENT TRAPS, AND OTHER APPROPRIATE MEASURES SHALL BE INSTALLED BY THE PRIME OR SUBCONTRACTOR AS DETERMINED BY THE ENGINEER AFTER FIELD INVESTIGATION. THE CONSTRUCTION WILL BE COMPLETED WITH THE ESTABLISHMENT OF PERMANENT PERENNIAL VEGETATION OF ALL DISTURBED AREAS.

4. OTHER CONTROLS
CONTRACTOR DISPOSAL OF UNUSED CONSTRUCTION MATERIALS AND CONSTRUCTION MATERIAL WASTES SHALL COMPLY WITH APPLICABLE STATE AND LOCAL WASTE DISPOSAL, SANITARY SEWER, OR SEPTIC SYSTEM REGULATIONS. IN THE EVENT OF A CONFLICT WITH OTHER GOVERNMENTAL LAWS, RULES AND REGULATIONS, THE MORE RESTRICTIVE LAWS, RULES OR REGULATIONS SHALL APPLY.

5. APPROVED STATE OR LOCAL PLANS
DURING THE COURSE OF THIS CONSTRUCTION, IT IS POSSIBLE THAT SITUATIONS WILL ARISE WHERE UNKNOWN MATERIALS WILL BE ENCOUNTERED. WHEN SUCH SITUATIONS ARE ENCOUNTERED, THEY WILL BE HANDLED ACCORDING TO ALL FEDERAL, STATE AND LOCAL REGULATIONS IN EFFECT AT THE TIME.

6. MAINTENANCE
THE CONTRACTOR IS REQUIRED TO MAINTAIN ALL TEMPORARY EROSION CONTROL MEASURES IN PROPER WORKING ORDER, INCLUDING CLEARING, REPAIRING, OR REPLACING THEM THROUGHOUT THE CONTRACT PERIOD. CLEANING OF SILT CONTROL DEVICES SHALL BEGIN WHEN THE FEATURES HAVE LOST 50% OF THEIR CAPACITY.

7. INSPECTIONS
INSPECTIONS SHALL BE MADE JOINTLY BY THE CONTRACTOR AND THE CONTRACTING AUTHORITY EVERY SEVEN CALENDAR DAYS. THE CONTRACTOR SHALL IMMEDIATELY BEGIN CORRECTIVE ACTION ON ALL DEFICIENCIES FOUND. THE FINDINGS OF THIS INSPECTION SHALL BE RECORDED IN THE PROJECT DIARY. THIS PPP MAY BE REVISED BASED ON THE FINDINGS OF THE INSPECTION. THE CONTRACTOR SHALL IMPLEMENT ALL REVISIONS. ALL CORRECTIVE ACTIONS SHALL BE COMPLETED WITHIN 3 CALENDAR DAYS OF THE INSPECTION.

8. NON-STORM DISCHARGES
THIS INCLUDES SUBSURFACE DRAINS (I.E. LONGITUDINAL AND STANDARD SUBDRAINS), SLOPE DRAINS AND BRIDGE END DRAINS. THE VELOCITY OF THE DISCHARGE FROM THESE FEATURES MAY BE CONTROLLED BY THE USE OF PATIO BLOCKS, CLASS A STONE OR EROSION STONE.

9. GENERAL NOTES
A. THE ABOVE PLAN IS NOT THE COMPLETE STORM WATER PREVENTION PLAN (SWPPP), BUT RATHER A PART OF THE SWPPP THAT IS TO BE UPDATED REGULARLY BY THE CONTRACTOR. IT IS PRIME CONTRACTORS RESPONSIBILITY TO DEVELOP AND UPDATE THE SWPPP PLAN AS NEED AS WELL AS CONDUCT ANY NECESSARY INSPECTIONS IN ACCORDANCE WITH IOWA DNR AND EPA GUIDELINES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING ANY DEFICIENCIES, CORRECTING THOSE DEFICIENCIES IMMEDIATELY AND DOCUMENTING SUCH WITH THE SWPPP. ALL EROSION CONTROL ITEMS EXCEPT THE TURF REINFORCEMENT MAT SHALL BE REMOVED AT THE END OF THE PROJECT.

B. ALL STOCK PILES NOT INTENDED TO BE REDISTRIBUTED IN 21 DAYS MUST BE SEEDDED OR OTHERWISE CONTROLLED WITH EROSION CONTROL FEATURES BY THE 14TH DAY AFTER STOCK PILING. STOCK PILE LOCATIONS SHALL BE APPROVED BY THE OWNER.

C. THE GENERAL CONTRACTOR SHALL PROVIDE CONTAINMENT OF ALL SOURCES OF POTENTIAL POLLUTION INCLUDING FUELING AREA, PORTABLE SANITARY FACILITIES, WASTE DEPOSITORY AREAS (DUMPSTER LOCATIONS), AND OTHER POLLUTION SOURCES. ALL AREAS WHERE CONCRETE TRUCKS ARE WASHED OUT SHALL BE DEFINED AND CONTAINED ON SITE. CONCRETE WASHOUT AREA SHALL BE CLEARLY MARKED AND THE CONTRACTOR SHALL CLEAN OUT THE AREA PRIOR TO FINALIZING THE PROJECT (INCIDENTAL). ALL EROSION CONTROL DEVICES MUST BE MAINTAINED AS STATED IN THE POLLUTION PREVENTION PLAN.

D. CONTRACTOR SHALL TAKE PRECAUTIONS TO INSURE THAT EQUIPMENT, VEHICLES, AND PLANTING OPERATIONS DO NOT DISTURB OR DAMAGE EXISTING GRADES, WALLS, DRIVES, PAVEMENT, UTILITIES, PLANTS, LAWNS, IRRIGATION SYSTEMS, AND OTHER FACILITIES. REPAIR, REPLACE, AND/OR RETURN TO ORIGINAL CONDITION ANY DAMAGED ITEM, WITHOUT ADDITIONAL COMPENSATION.

E. THE CONTRACTOR SHALL PREVENT ACCUMULATION OF EARTH, SILTATION, OR DEBRIS ON ADJOINING PUBLIC OR PRIVATE PROPERTY FROM THE PROJECT SITE. REMOVE ANY ACCUMULATION OF EARTH OR DEBRIS IMMEDIATELY AND TAKE REMEDIAL ACTIONS FOR PREVENTION.



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CITY OF MARSHALLTOWN
POST CONSTRUCTION STORM WATER MANAGEMENT PLAN

THIS POST CONSTRUCTION STORM WATER MANAGEMENT PLAN (PCSWMP) SHALL REMAIN IN PLACE FOR THE LIFE OF THE EXISTING FACILITY AS SHOWN ON THE AS-BUILT PLAN SHEET. ANY SITE MODIFICATION PERFORMED AFTER FINAL INSTALLATION OF THE POST CONSTRUCTION STORM WATER MANAGEMENT DEVICES MAY RESULT IN THE NECESSITY TO MODIFY THE PCSWMP. APPROVAL FROM THE CITY OF MARSHALLTOWN IS REQUIRED BEFORE ANY FUTURE MODIFICATIONS MAY BE PERFORMED. CONTACT CLAPSADDLE-GARBER ASSOCIATES OR THE CITY OF MARSHALLTOWN, PUBLIC WORKS DEPARTMENT FOR ASSISTANCE.

1 SITE DESCRIPTION

THIS POST CONSTRUCTION STORM WATER MANAGEMENT PLAN (PCSWMP) IS FOR BUILDING EXPANSION OF JBS DISTRIBUTION IN MARSHALLTOWN, IA.

THIS PCSWMP COVERS APPROXIMATE 5.9 ACRES WITH AN ESTIMATED 3.9 ACRES BEING DISTURBED.

REFER TO THIS SHEET FOR LOCATIONS OF POST CONSTRUCTION STORM WATER MANAGEMENT DEVICES.

2 CONTROLS

THE PROPOSED POST CONSTRUCTION STORM WATER MANAGEMENT DEVICES ARE SEPARATE FROM STORM WATER RUNOFF CONTROLS REQUIRED FOR THE NPDES GENERAL PERMIT NO. 2 AND THE MARSHALLTOWN COSESCO PERMIT. WHEREAS RUNOFF CONTROL DEVICES ARE REMOVED UPON SITE STABILIZATION, POST CONSTRUCTION STORM WATER MANAGEMENT DEVICES ARE CONSTRUCTED DURING THE NORMAL COURSE OF SITE CONSTRUCTION AND MAINTAINED PERMANENTLY. IT IS IMPERATIVE THAT THE OWNER RECOGNIZES THE RESPONSIBILITY THAT IS REQUIRED TO BE IN COMPLIANCE WITH THE CITY OF MARSHALLTOWN'S POST CONSTRUCTION STORM WATER MANAGEMENT PLAN ORDINANCE.

ALL DEVICES SHALL COMPLY WITH THE SPECIFICATIONS AS DEFINED IN THE IOWA STORM WATER MANAGEMENT MANUAL.

THE (PROJECT DEVELOPMENT) INCORPORATES GRASS SWALES, INFILTRATION TRENCHES, BIO RETENTION SYSTEMS, DRY AND WET SWALES, NATIVE LANDSCAPING, ROCK FILTRATION, HYDRODYNAMIC DEVICES AND POROUS PAVEMENTS FOR IMPROVING STORM WATER QUALITY, REDUCING RUNOFF VOLUME, AND REDUCING THE RUNOFF RATE. A DRY OR WET DETENTION BASIN WILL PROVIDE STORAGE TO REDUCE THE RUNOFF RATE.

DESCRIBE HOW THE STORM WATER MANAGEMENT WILL WORK (WHERE WILL IT GO, HOW DOES IT GET THERE? HOW WILL IT REACT TO SMALL PRECIPITATION EVENTS AND/OR LARGE PRECIPITATION EVENTS. DESCRIBE OVERLAND FLOW PATH OR BACKUP SYSTEM.

DESCRIBE HOW ROOF DRAINS WILL WORK WITH SYSTEM (HOW THEY GET TO IT, LOW RAINFALL EVENTS, HIGH RAINFALL EVENTS, OVERFLOW PATH OR BACK UP SYSTEM)

SUMMARY OF CONTROLS

DETENTION BASIN:

- STORE FOR 100-YR POST AND RELEASE AT 5-YR PRE:
- 5-YR PRE-DEVELOPED TOTAL RELEASE = 18.34 CFS*
 - 100-YR POST DEVELOPED RELEASE = 2.57 CFS
 - REQUIRE STORAGE = 29,932 CF

*PRE RELEASE RATE WAS DEVELOPED FOR THE ENTIRE SITE, THE STORAGE AND RELEASE RATES FOR BOTH DETENTION AREAS & UNDETAINED FLOW WAS ADDED TOGETHER, AND IS BELOW THE 5-YEAR PRE-DEVELOPED RELEASE RATE.

3 MAINTENANCE

ONCE THE CONTRACTOR HAS COMPLETED CONSTRUCTION, AND AN IOWA LICENSED PROFESSIONAL ENGINEER OR LANDSCAPE ARCHITECT HAS PREPARED AN AS-BUILT DRAWING, THEN THE OWNER WILL BE RESPONSIBLE FOR MAINTAINING THE POST CONSTRUCTION STORM WATER MANAGEMENT DEVICES AND COMPLYING WITH THE CITY OF MARSHALLTOWN'S POST CONSTRUCTION STORM WATER MANAGEMENT ORDINANCE.

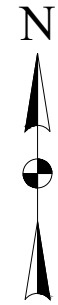
4 INSPECTIONS

REGULAR INSPECTIONS SHALL BE PERFORMED BY THE OWNER TO ENSURE THE DEVICES ARE IN CONTINUAL COMPLIANCE WITH THE AS-BUILT PLANS AND SPECIFICATIONS.

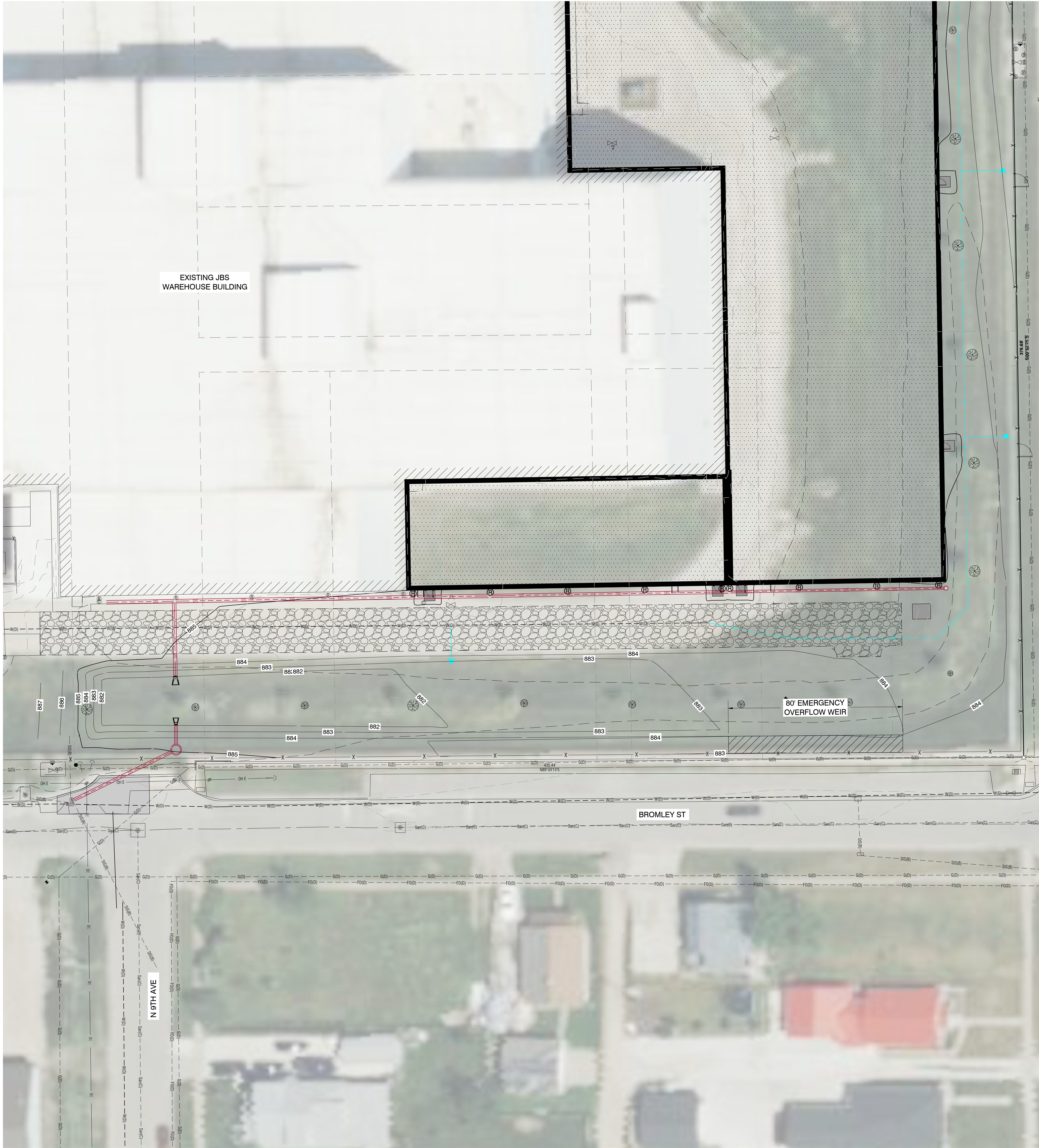
THE CITY SHALL BE PERMITTED TO ENTER AND INSPECT ANY PROPERTY SUBJECT TO REGULATION AFTER THE CITY HAS FIRST MADE A REASONABLE ATTEMPT TO CONTACT THE PROPERTY OWNER OR A REPRESENTATIVE OF THE OWNER AS STIPULATED IN THE ORDINANCE.

5 APPLICABLE ORDINANCE

THIS PLAN IS REQUIRED UNDER CHAPTER 28, ARTICLE VII, SECTIONS 28-201 TO 28-211 OF THE MARSHALLTOWN CITY CODE. IT IS ADVISED THAT THE OWNER BECOMES FAMILIAR WITH THE REQUIREMENTS OF SAID ORDINANCE TO ENSURE COMPLIANCE AFTER THE AS-BUILT PLAN HAS BEEN PROVIDED AND THE ENGINEER IS NO LONGER ACTIVELY INVOLVED IN THE PROJECT.



\\25-05-0026\wgj\3_Sheets\25-DS-0026 PCSWMP.dwg - C:312 - 04-24-25 - 8:33am - KM392



CITY OF MARSHALLTOWN

POST CONSTRUCTION STORM WATER MANAGEMENT PLAN

THIS POST CONSTRUCTION STORM WATER MANAGEMENT PLAN (PCSWMP) SHALL REMAIN IN PLACE FOR THE LIFE OF THE EXISTING FACILITY AS SHOWN ON THE AS-BUILT PLAN SHEET. ANY SITE MODIFICATION PERFORMED AFTER FINAL INSTALLATION OF THE POST CONSTRUCTION STORM WATER MANAGEMENT DEVICES MAY RESULT IN THE NECESSITY TO MODIFY THE PCSWMP. APPROVAL FROM THE CITY OF MARSHALLTOWN IS REQUIRED BEFORE ANY FUTURE MODIFICATIONS MAY BE PERFORMED. CONTACT CLAPSADDLE-GARBER ASSOCIATES OR THE CITY OF MARSHALLTOWN, PUBLIC WORKS DEPARTMENT FOR ASSISTANCE.

1 SITE DESCRIPTION

THIS POST CONSTRUCTION STORM WATER MANAGEMENT PLAN (PCSWMP) IS FOR BUILDING EXPANSION OF JBS DISTRIBUTION IN MARSHALLTOWN, IA.

THIS PCSWMP COVERS APPROXIMATE 5.9 ACRES WITH AN ESTIMATED 3.9 ACRES BEING DISTURBED.

REFER TO THIS SHEET FOR LOCATIONS OF POST CONSTRUCTION STORM WATER MANAGEMENT DEVICES.

2 CONTROLS

THE PROPOSED POST CONSTRUCTION STORM WATER MANAGEMENT DEVICES ARE SEPARATE FROM STORM WATER RUNOFF CONTROLS REQUIRED FOR THE NPDES GENERAL PERMIT NO. 2 AND THE MARSHALLTOWN COSESCO PERMIT. WHEREAS RUNOFF CONTROL DEVICES ARE REMOVED UPON SITE STABILIZATION, POST CONSTRUCTION STORM WATER MANAGEMENT DEVICES ARE CONSTRUCTED DURING THE NORMAL COURSE OF SITE CONSTRUCTION AND MAINTAINED PERMANENTLY. IT IS IMPERATIVE THAT THE OWNER RECOGNIZES THE RESPONSIBILITY THAT IS REQUIRED TO BE IN COMPLIANCE WITH THE CITY OF MARSHALLTOWN'S POST CONSTRUCTION STORM WATER MANAGEMENT PLAN ORDINANCE.

ALL DEVICES SHALL COMPLY WITH THE SPECIFICATIONS AS DEFINED IN THE IOWA STORM WATER MANAGEMENT MANUAL.

THE (PROJECT DEVELOPMENT) INCORPORATES GRASS SWALES, INFILTRATION TRENCHES, BIO RETENTION SYSTEMS, DRY AND WET SWALES, NATIVE LANDSCAPING, ROCK FILTRATION, HYDRODYNAMIC DEVICES AND POROUS PAVEMENTS FOR IMPROVING STORM WATER QUALITY, REDUCING RUNOFF VOLUME, AND REDUCING THE RUNOFF RATE. A DRY OR WET DETENTION BASIN WILL PROVIDE STORAGE TO REDUCE THE RUNOFF RATE.

DESCRIBE HOW THE STORM WATER MANAGEMENT WILL WORK (WHERE WILL IT GO, HOW DOES IT GET THERE? HOW WILL IT REACT TO SMALL PRECIPITATION EVENTS AND/OR LARGE PRECIPITATION EVENTS. DESCRIBE OVERLAND FLOW PATH OR BACKUP SYSTEM.

DESCRIBE HOW ROOF DRAINS WILL WORK WITH SYSTEM (HOW THEY GET TO IT, LOW RAINFALL EVENTS, HIGH RAINFALL EVENTS, OVERFLOW PATH OR BACK UP SYSTEM)

SUMMARY OF CONTROLS

DETENTION BASIN:

STORE FOR 100-YR POST AND RELEASE AT 5-YR PRE:

- 5-YR PRE-DEVELOPED RELEASE = 18.34 CFS*
- 100-YR POST DEVELOPED RELEASE = 884.01 CFS
- REQUIRE STORAGE = 17,900 CF

*PRE RELEASE RATE WAS DEVELOPED FOR THE ENTIRE SITE, THE STORAGE AND RELEASE RATES FOR BOTH DETENTION AREAS & UNDETAINED FLOW WAS ADDED TOGETHER, AND IS BELOW THE 5-YEAR PRE-DEVELOPED RELEASE RATE.

3 MAINTENANCE

ONCE THE CONTRACTOR HAS COMPLETED CONSTRUCTION, AND AN IOWA LICENSED PROFESSIONAL ENGINEER OR LANDSCAPE ARCHITECT HAS PREPARED AN AS-BUILT DRAWING, THEN THE OWNER WILL BE RESPONSIBLE FOR MAINTAINING THE POST CONSTRUCTION STORM WATER MANAGEMENT DEVICES AND COMPLYING WITH THE CITY OF MARSHALLTOWN'S POST CONSTRUCTION STORM WATER MANAGEMENT ORDINANCE.

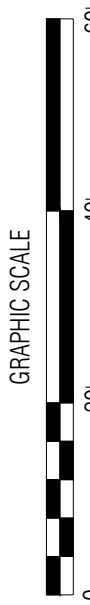
4 INSPECTIONS

REGULAR INSPECTIONS SHALL BE PERFORMED BY THE OWNER TO ENSURE THE DEVICES ARE IN CONTINUAL COMPLIANCE WITH THE AS-BUILT PLANS AND SPECIFICATIONS.

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5 APPLICABLE ORDINANCE

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DESIGNED: _____	DATE: _____	NO.	REVISION	BY	DATE
DRAWN: _____	DATE: _____				
CHECKED: _____	DATE: _____				
APPROVED: _____	DATE: _____				

PCSWMP -
SOUTH DETENTION AREA

JBS DISTRIBUTION EXPANSION
MARSHALLTOWN, IOWA

Clapsaddle Garber Associates, Inc.
16 East Main Street
Marshalltown, Iowa 50158
Ph 641-752-6701
www.cgsaconsultants.com



PROJECT NO:
25-DS-0026
SHEET NO:
C.312

LANDSCAPE NOTES:

1. PLANT QUANTITIES ARE FOR INFORMATION ONLY; DRAWING SHALL PREVAIL IF CONFLICT OCCURS. CONTRACTOR IS RESPONSIBLE FOR CALCULATING OWN QUANTITIES AND BASING BID ACCORDINGLY.
2. CONTRACTOR SHALL PLACE RUBBER MULCH AROUND ALL TREES AND IN SPECIFIED PLANTING BEDS(SEE LANDSCAPE CONSTRUCTION NOTES) TO A DEPTH OF 3". WALNUT PRODUCTS ARE PROHIBITED.
3. KIND, SIZE AND QUALITY OF PLANT MATERIAL SHALL CONFORM TO AMERICAN STANDARD FOR NURSERY STOCK, ANSI 260-2004, OR MOST RECENT EDITION.
4. THE CONTRACTOR SHALL REPORT SUBSURFACE SOIL OR DRAINAGE PROBLEMS TO THE ENGINEER.
5. THE CONTRACTOR SHALL SHOW PROOF OF PROCUREMENT, SOURCES, QUANTITIES AND VARIETIES FOR ALL SHRUBS, PERENNIALS, ORNAMENTAL GRASSES WITHIN 21 DAYS FOLLOWING THE AWARD OF CONTRACT. TIMELY PROCUREMENT OF ALL PLANT MATERIAL IS ESSENTIAL TO THE SUCCESSFUL COMPLETION AND INITIAL ACCEPTANCE OF THE PROJECT.
6. SUBSTITUTIONS SHALL ONLY BE ALLOWED WHEN THE CONTRACTOR HAS EXHAUSTED ALL SOURCES FOR THE SPECIFIED MATERIAL, AND HAS PROVEN THAT THE SPECIFIED MATERIAL IS NOT AVAILABLE. THE CONTRACTOR MUST PROVIDE NAME AND VARIETY OF SUBSTITUTION TO THE ENGINEER FOR APPROVAL PRIOR TO TAGGING OR PLANTING. SUBSTITUTIONS SHALL BE NEAREST EQUIVALENT SIZE OF VARIETY OF PLANT HAVING SAME ESSENTIAL CHARACTERISTICS.
7. ALL PLANT MATERIAL SHALL BE NURSERY GROWN, SOUND, HEALTHY, VIGOROUS AND FREE FROM INSECTS, DISEASE AND INJURIES, WITH HABIT OF GROWTH THAT IS NORMAL FOR THE SPECIES. SIZES SHALL BE EQUAL TO OR EXCEEDING SIZES INDICATED ON THE PLANT SCHEDULE. THE CONTRACTOR SHALL SUPPLY PLANTS IN QUANTITY AS SHOWN ON DRAWINGS.
8. STAKE OR PLACE ALL PLANTS IN FIELD AS INDICATED ON THE DRAWINGS OR AS DIRECTED BY THE ENGINEER FOR APPROVAL BY THE OWNER PRIOR TO PLANTING. REMOVE STAKING AT END OF WARRANTY PERIOD.
9. ALL DISTURBED AREAS NOT OTHERWISE COVERED BY BUILDING, PAVEMENT, AND LANDSCAPE BEDS SHALL BE COVERED WITH TYPE 1 SEEDING OR AS APPROVED BY THE OWNER.
10. CONTRACTOR SHALL PLACE TOPSOIL FROM THE SITE OR SOIL CONDITIONED OR TILLED INTO THE TOP 6 INCHES WITH AT LEAST A 5% ORGANIC CONTENT, INTO REQUIRED PLANTING AREAS(YARD AREAS, BUFFER YARDS, OR PLANTERS).
11. STOCKPILED TOPSOIL SHOULD BE PLIABLE LOAM, SECURE FROM NATURALLY WELL-DRAINED AREAS, FREE OF ADMIXTURE OF SUBSOIL, FREE FROM CLAY LUMPS + STONE AND OTHER DEBRIS OVER 1 INCH IN DIAMETER.(PER IOWA DOT SPEC. SP-155079)
12. TOPSOIL SHALL HAVE A PH VALUE OF MINIMUM 5.5 AND MAXIMUM OF 7.0.(PER IOWA DOT SPEC. SP-155079)
13. CONTRACTOR IS RESPONSIBLE FOR TESTING TOPSOIL AND SUBMITTING TEST RESULTS TO ENGINEER FOR REVIEW AND APPROVAL PRIOR TO USE AND PLACEMENT.(PER IOWA DOT SPEC. SP-155079)
14. THE REQUIRED LANDSCAPING, BOTH EXISTING AND PROPOSED, SHALL BE MAINTAINED FOR THE LIFE OF THE CERTIFICATE OF OCCUPANCY. EXISTING LANDSCAPING BUFFER IN THE NORTH WILL BE PRESERVED TO PROVIDE SCREENING FROM NEIGHBORING PROPERTY OWNERS IN THE NORTH & IN THE WEST.
15. ALL WIRE, TWINE AND BURLAP SHALL BE REMOVED FROM THE ROOT BALL OF TREES PRIOR TO PLANTING.

LANDSCAPE CONSTRUCTION NOTES:

-  TYPE 1 (PERMANENT LAWN MIXTURE)
-  TYPE 2 (PERMANENT COOL-SEASON SLOPE AND DITCH MIXTURE)

SITE INFORMATION:

TOTAL NE DISTURBED AREA: 50,752 SF (1.16 AC)
TOTAL SW DISTURBED AREA: 115,357 SF (2.64 AC)
TOTAL TYPE 1 SEEDING AREA: 22,351 SF (0.51 AC)
TOTAL TYPE 2 SEEDING AREA: 66,961 SF (1.53 AC)

PLANT SCHEDULE

KEY	BOTANICAL NAME	COMMON NAME	QTY.	SIZE
Deciduous Overstory Trees				
BN	Betula nigra	River Birch	8	2" B&B
AR	Acer rubrum 'Frank Jr.'	Redpointe Maple	7	2" B&B
SN	Nysaa sylvatica	Black Tupelo	6	2" B&B
Deciduous Understory Trees				
AG	Amelanchier x grandiflora 'Autumn Brilliance'	Autumn Brilliance Serviceberry(Tree Form and Fruitless)	9	1.5" B&B
Shrubs				
TM	Taxus x media	Stonehenge Dark Druid Yew	30	#5 CNT
IV	Itea virginica 'Henry's Garnet'	Virginia Sweetspire	22	#5 CNT
BS	Buxus sinica var. insularis 'Wintergreen'	Korean Boxwood	16	#5 CNT
TO	Thuja occidentalis 'BaiUohn'	Technito Arborvitae	14	#5 CNT

OFF-STREET LOADING REQUIREMENTS

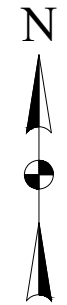
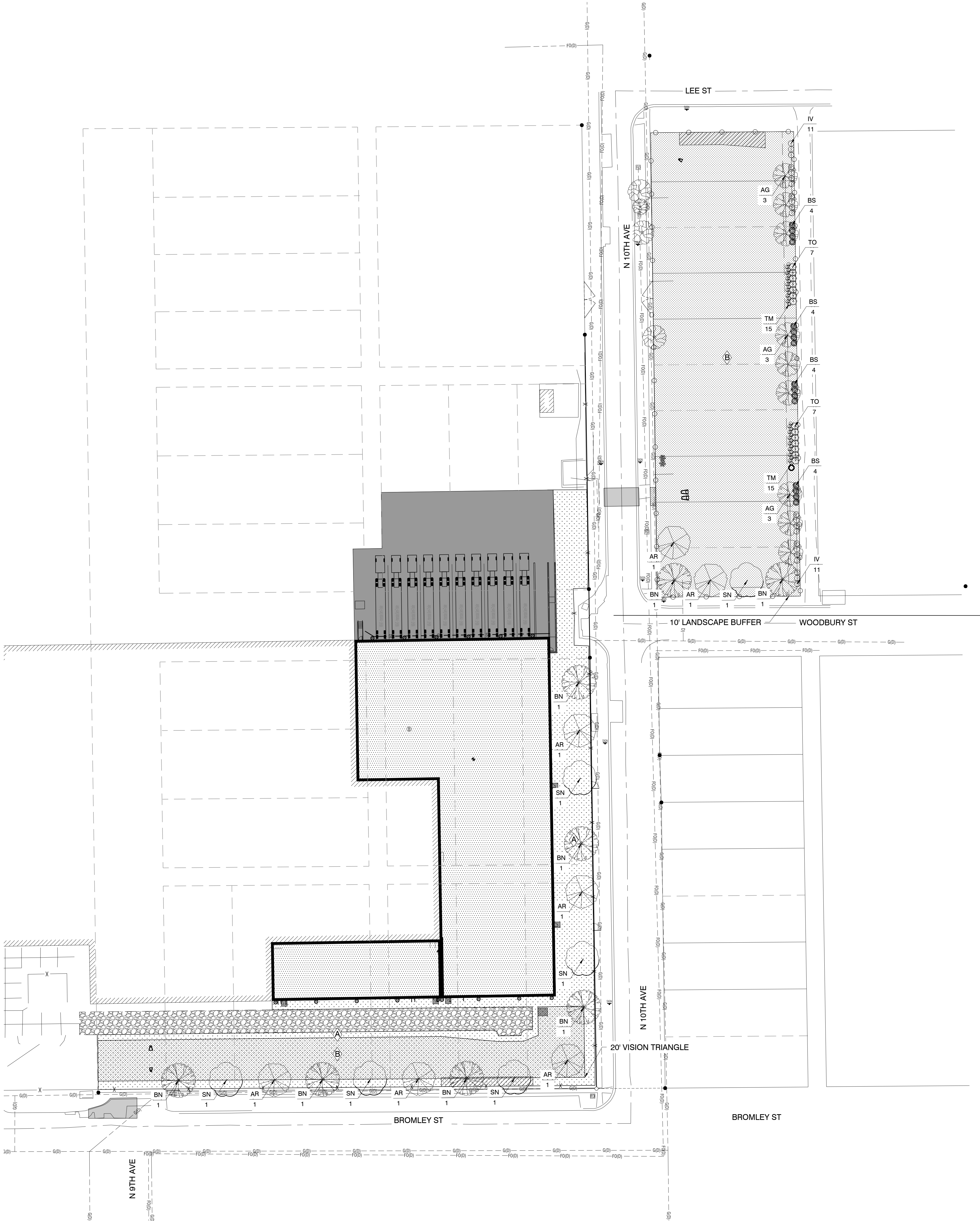
#	ZONING DESCRIPTION	REQUIRED	PROPOSED
156.E.007 Off-Street Loading(C)(3)			
1	Buffering, Docks and loading spaces shall be located behind buildings and screened from view from abutting properties and public right-of-way.	Screening from right-of-way	Chain Link Fencing with Privacy Slats

SITE TREE REQUIREMENTS

#	ZONING DESCRIPTION	REQUIRED	PROPOSED
156.F.003(C)(3)(a) Development Landscaping			
1	A Minimum of Five Overstory Trees per Acre NE Lot Disturbed Area: 50,752 SF (1.16 AC) SW Lot Disturbed Area: 115,357 SF (2.64 AC)	NE Lot: 6 Trees SE Lot: 14 Trees	NE Lot: 6 Trees SE Lot: 16

BUFFER REQUIREMENTS

#	ZONING DESCRIPTION	REQUIRED	PROPOSED
156.F.004-1 Bufferyard Classifications			
Option 2: Landscape with Berm, Wall, or Fence Type C: 10'(Gl abutting RM)		NE Lot 9 Understory 82 Shrubs W/ Fence	NE Lot 9 Understory 82 Shrubs W/Fence
1	Every 100 LF(2 Understory and 20 Shrubs)	SW Lot N/A Adjacent to Public Street/ R.O.W.	SW Lot Chain Link Fencing W/ Privacy Slats & 16 Overstory
156.F.004(D) Bufferyard Locations			
Properties separated by public R.O.W. are			



DESIGNED: _____	DATE: _____	NO.	REVISION	BY	DATE
DRAWN: _____	DATE: _____				
CHECKED: _____	DATE: _____				
APPROVED: _____	DATE: _____				

OVERALL
LANDSCAPE PLAN

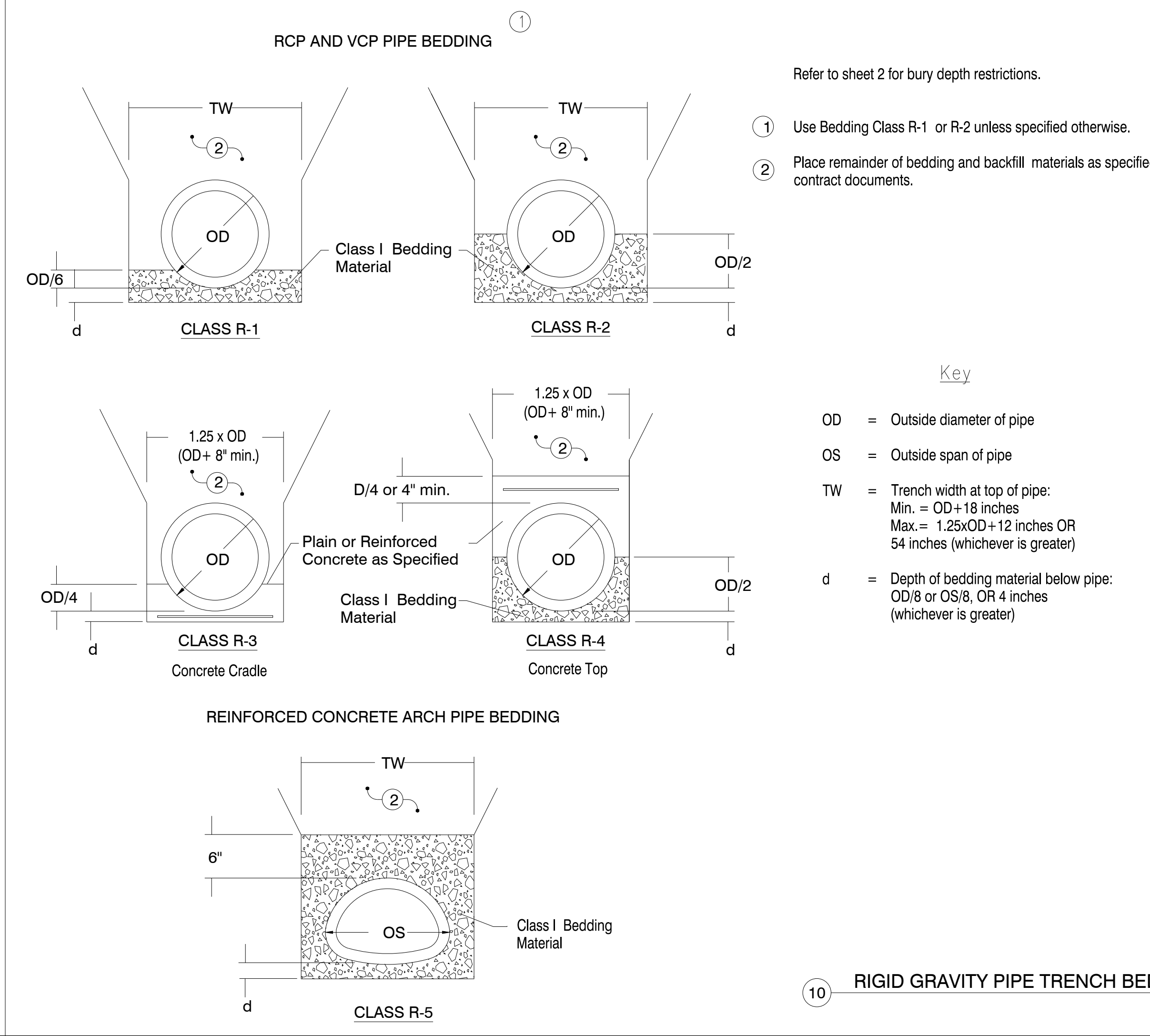
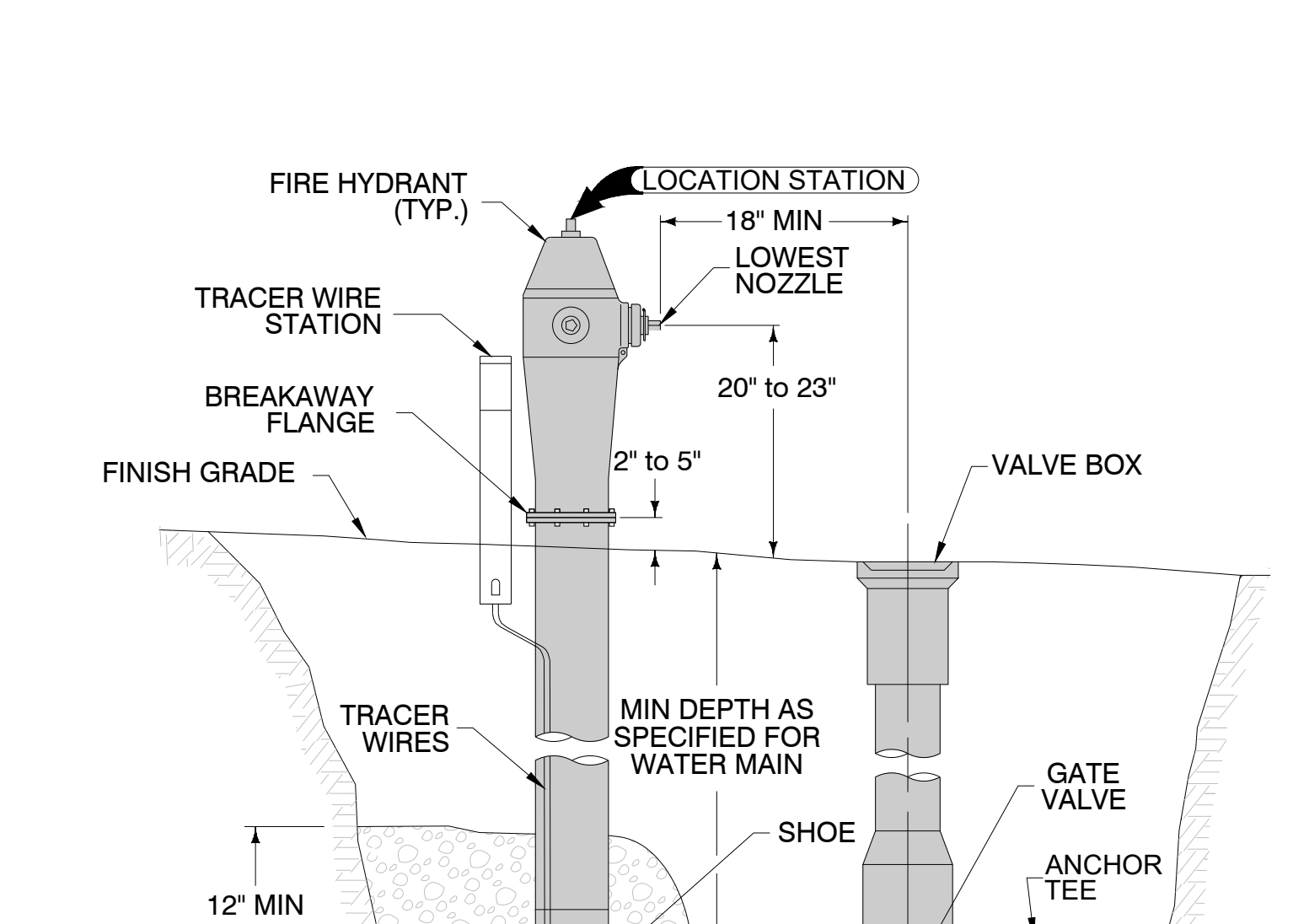
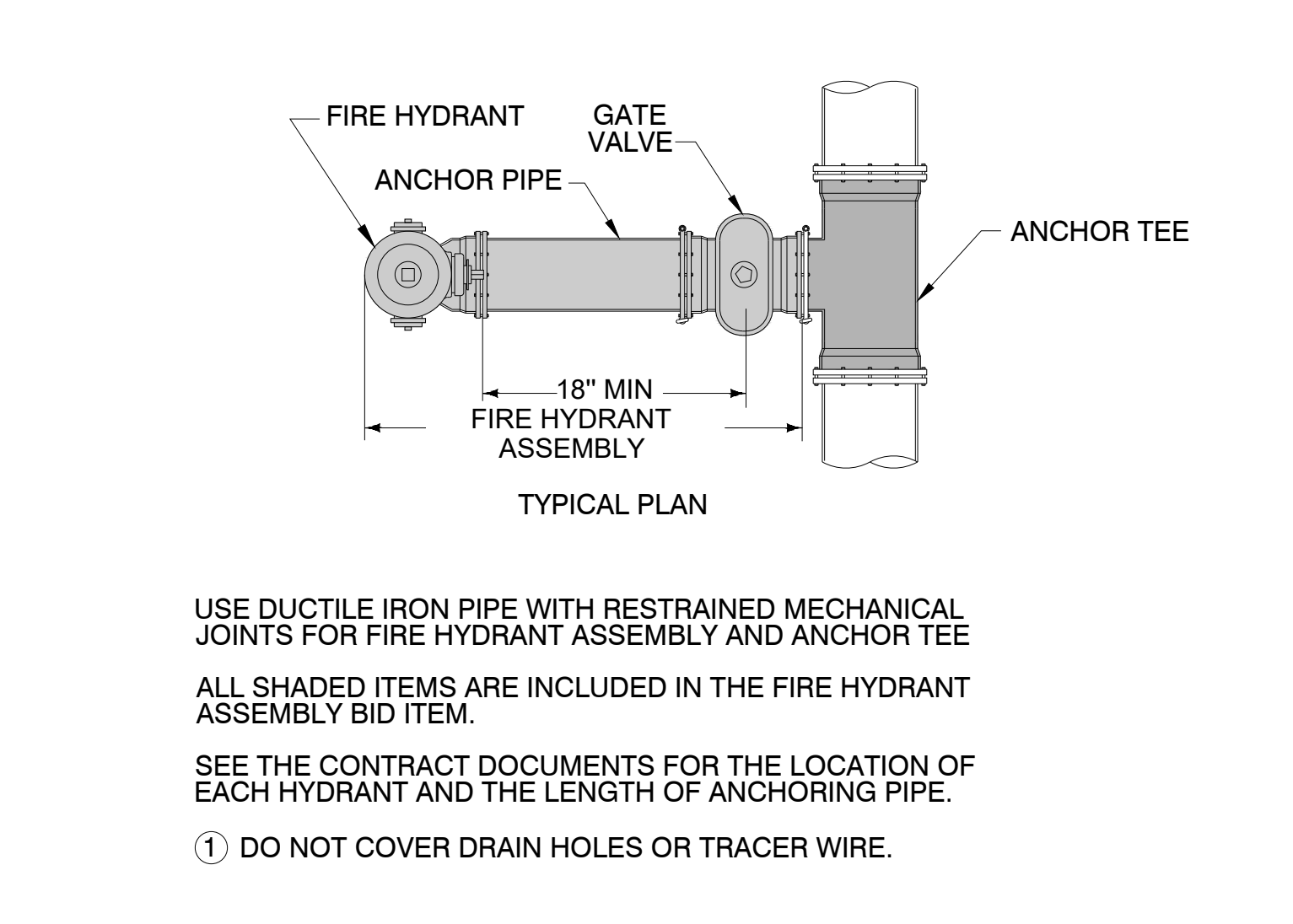
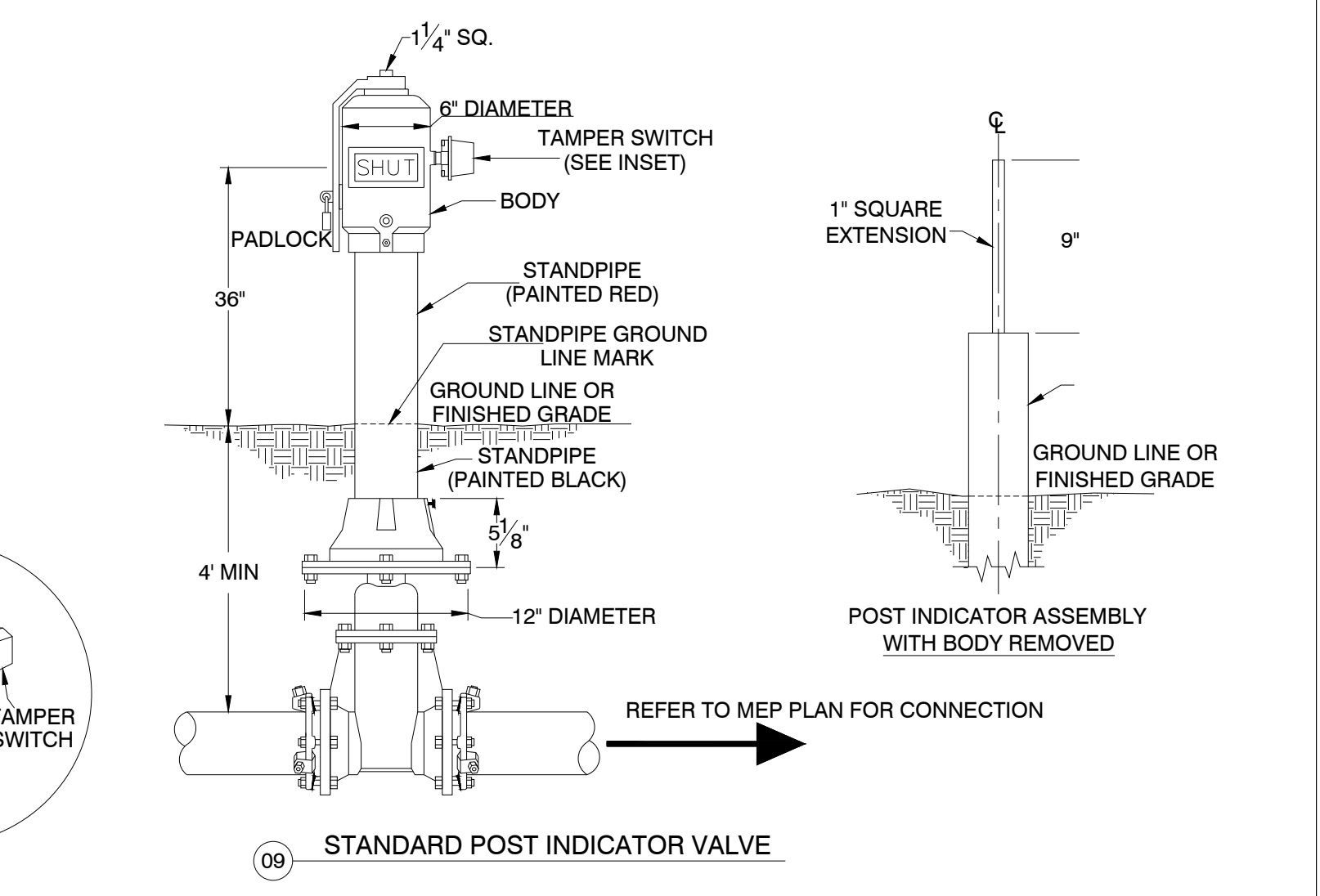
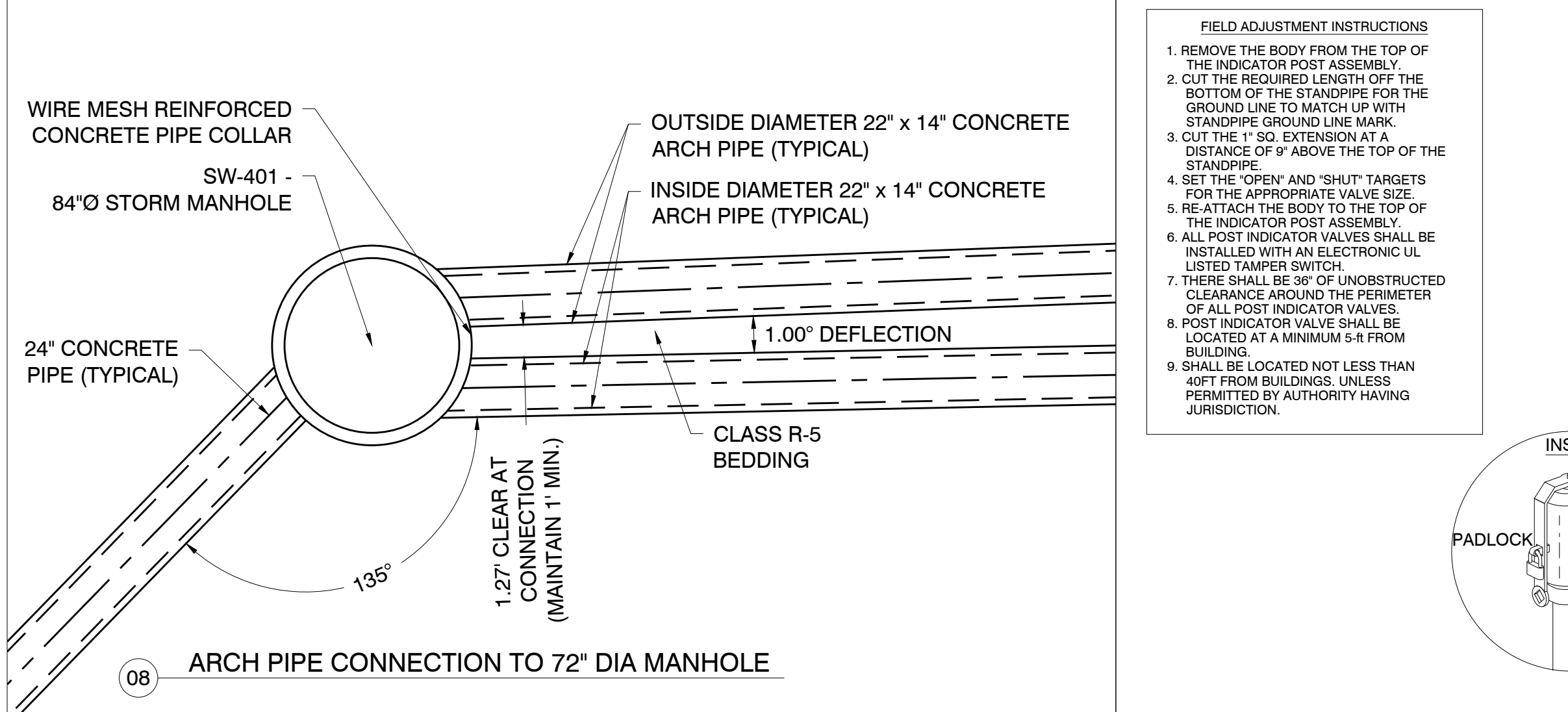
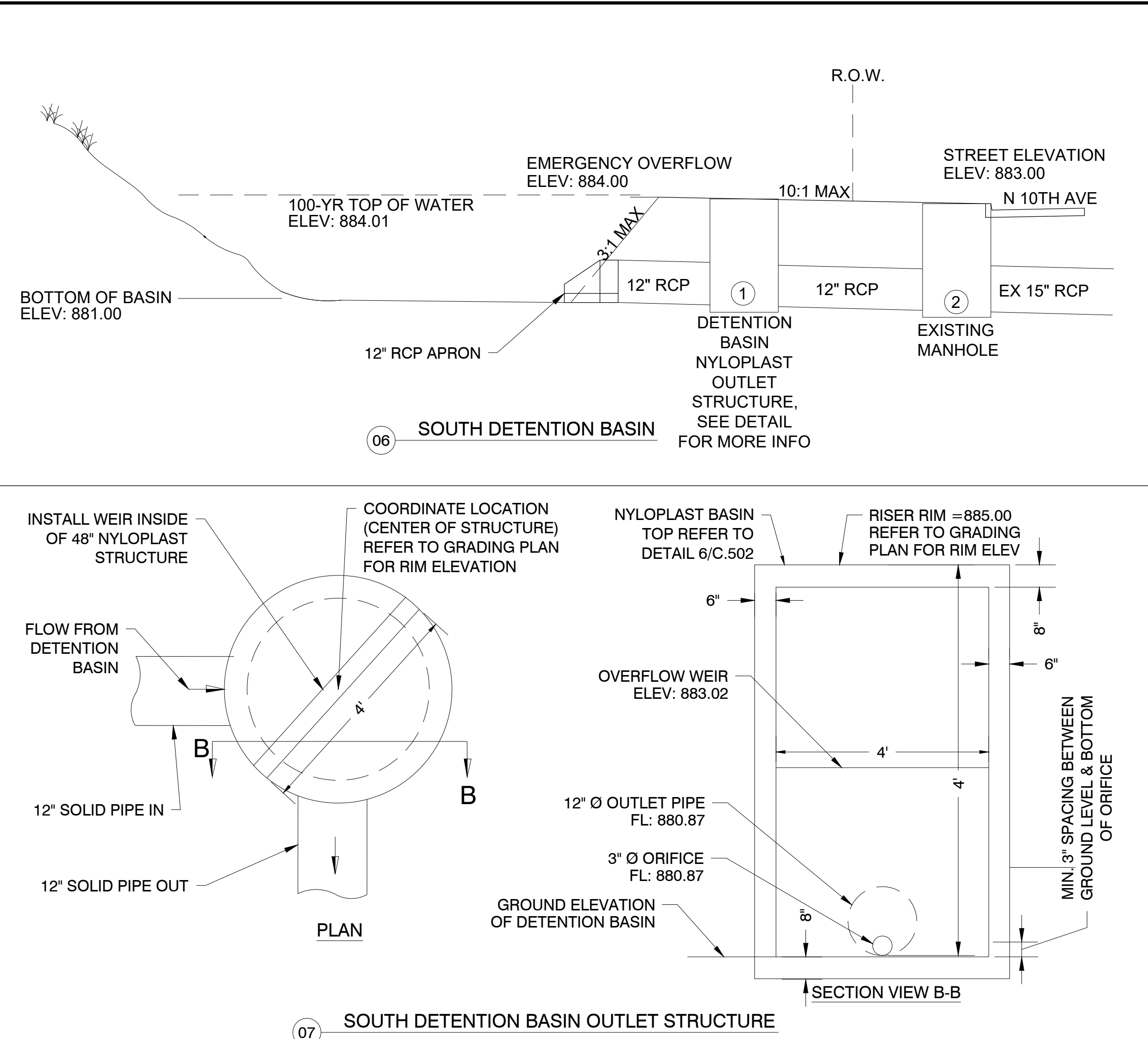
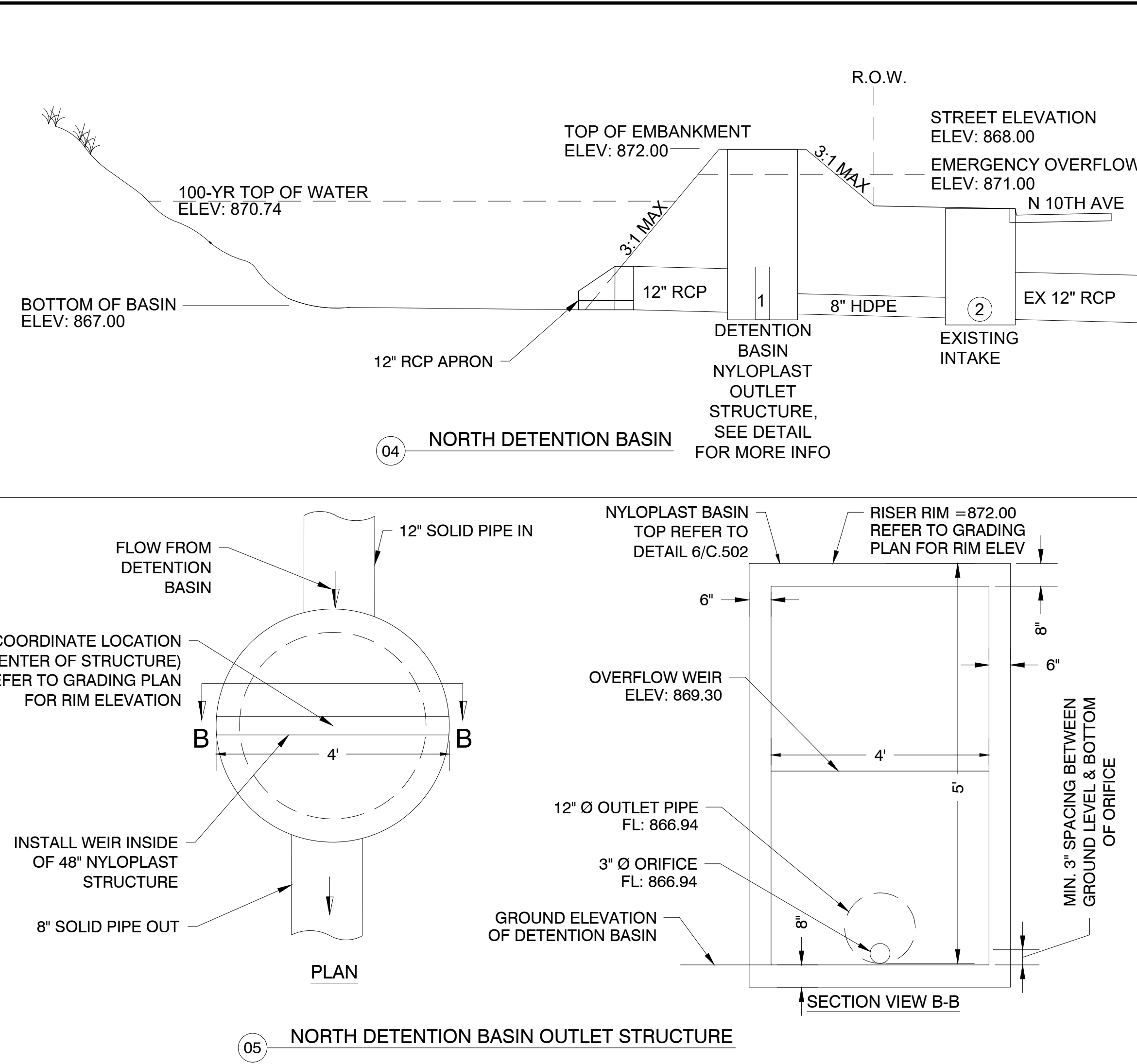
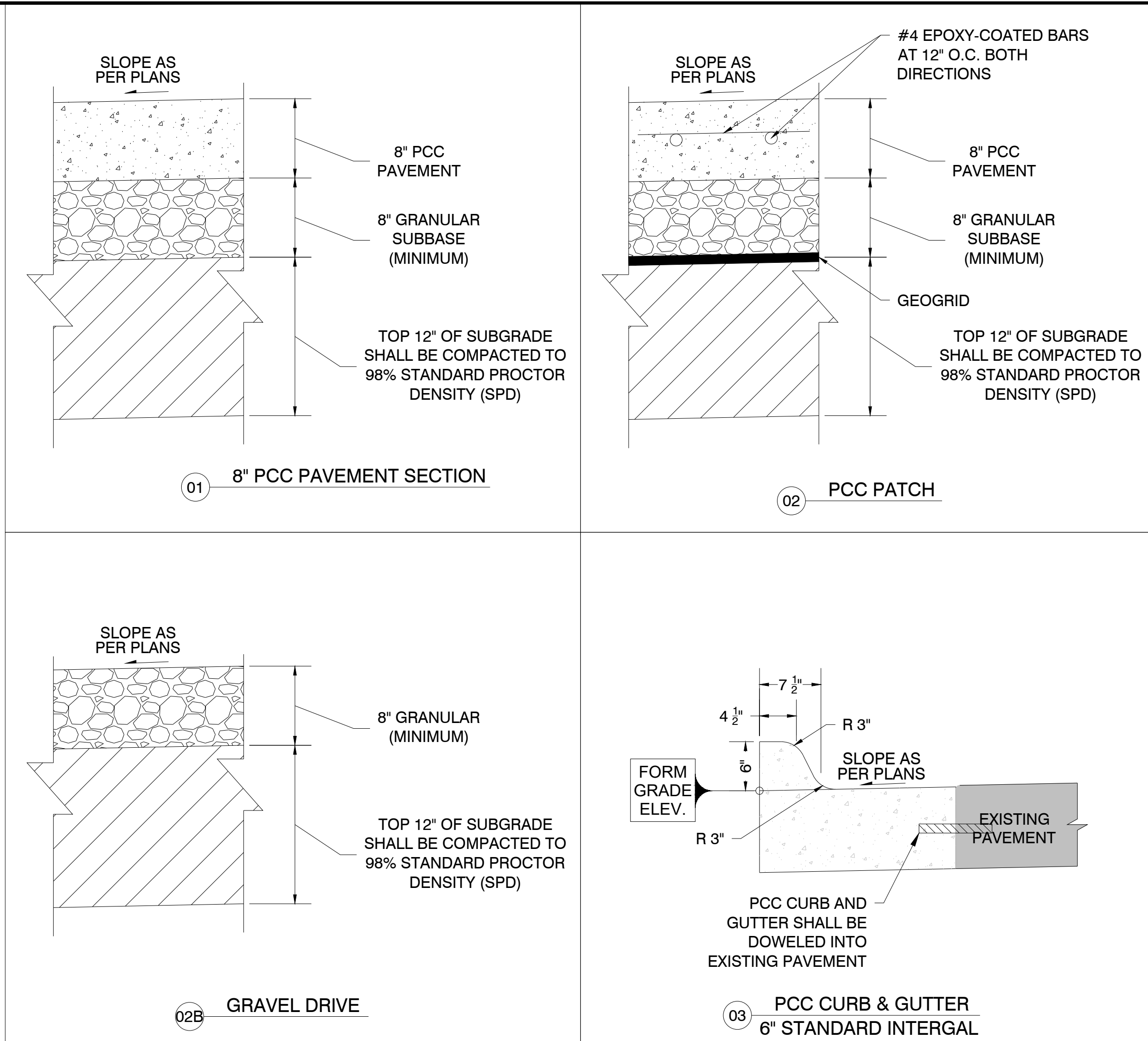
JBS DISTRIBUTION EXPANSION
MARSHALLTOWN, IOWA

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



PROJECT NO:
25-DS-0026
SHEET NO:
C.400

\\325-05-0026\dwg\3_Sheets\25-DS-0026_Typ_Details.dwg - C:\500 TYPICAL DETAILS - 04/24/25 - 8:33am - AMN322



CLASS III RCP					
Pipe Diameter (inches)	Class R-1 Bedding	Class R-2 Bedding	Class R-3 & R-4 Bedding		
			No Steel	As=0.4%	As=1.0%
12	7'	10'	15'	19'	27'
15	8'	10'	16'	19'	27'
18	8'	1 1'	16'	20'	40'
21	8'	1 1'	18'	26'	40'
24	8'	12'	23'	36'	40'
27	10'	15'	30'	40'	40'
30	1 1'	15'	29'	40'	40'
33	1 1'	15'	28'	40'	40'
36	1 1'	15'	27'	40'	40'
42	1 1'	15'	26'	38'	40'
48	1 1'	15'	26'	36'	40'
54	1 1'	15'	25'	34'	40'
60	1 1'	15'	25'	33'	40'
66	1 1'	15'	24'	32'	40'
72	1 1'	15'	24'	32'	40'
As = Area of Steel Reinforcing					

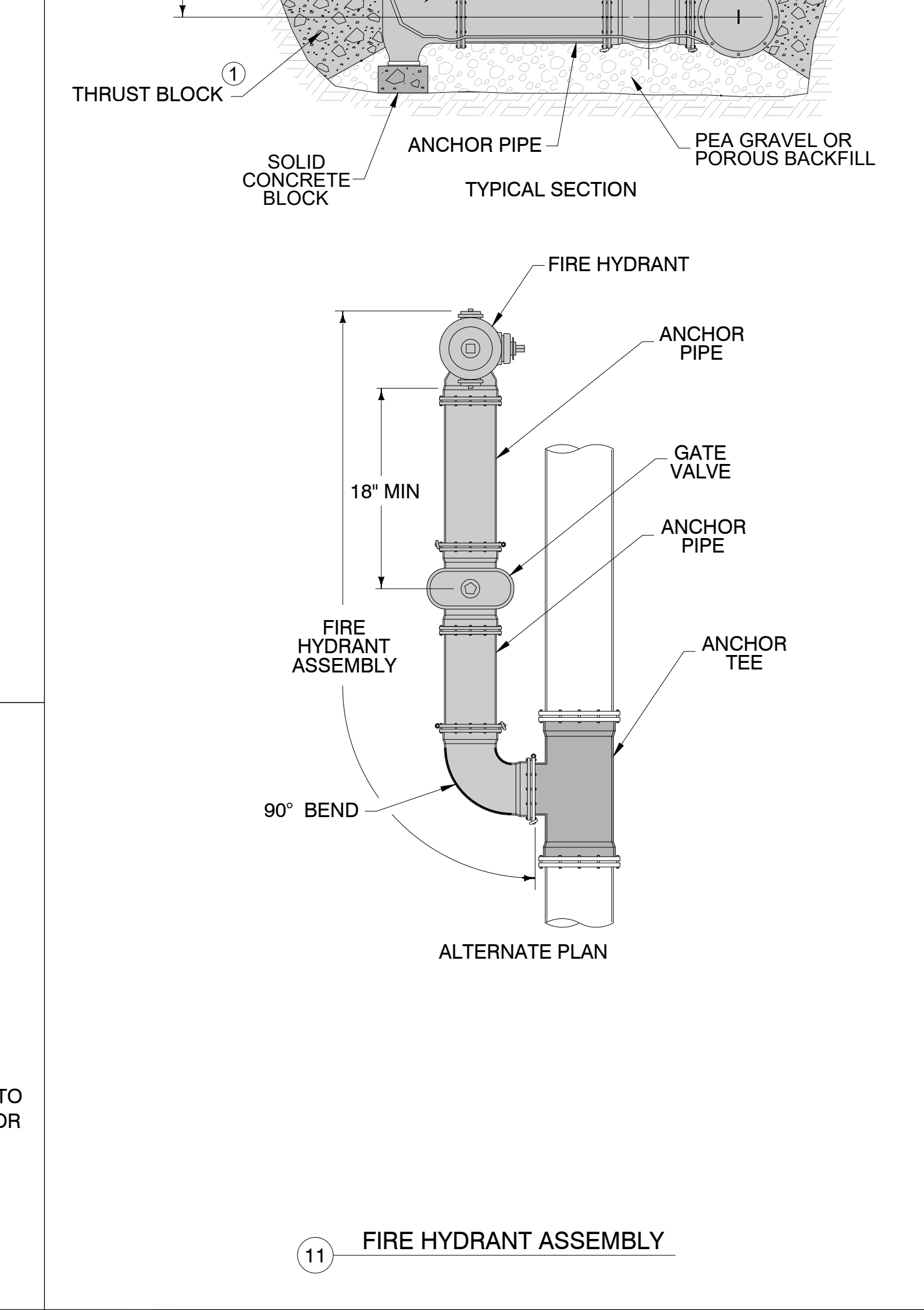
EXTRA STRENGTH VCP					
Pipe Diameter (inches)	Class R-1 Bedding	Class R-2 Bedding	Class R-3 & R-4 Bedding		
			No Steel	As=0.4%	As=1.0%
6	25'	30'	30'	30'	30'
8	20'	26'	30'	30'	30'
10	18'	23'	30'	30'	30'
12	16'	20'	30'	30'	30'
15	15'	19'	28'	30'	30'
18	14'	18'	30'	30'	30'
21	15'	22'	30'	30'	30'
24	18'	28'	30'	30'	30'
27	20'	30'	30'	30'	30'
30	19'	29'	30'	30'	30'
33	20'	30'	30'	30'	30'
36	20'	30'	30'	30'	30'
39	19'	29'	30'	30'	30'
42	18'	26'	30'	30'	30'
As = Area of Steel Reinforcing					

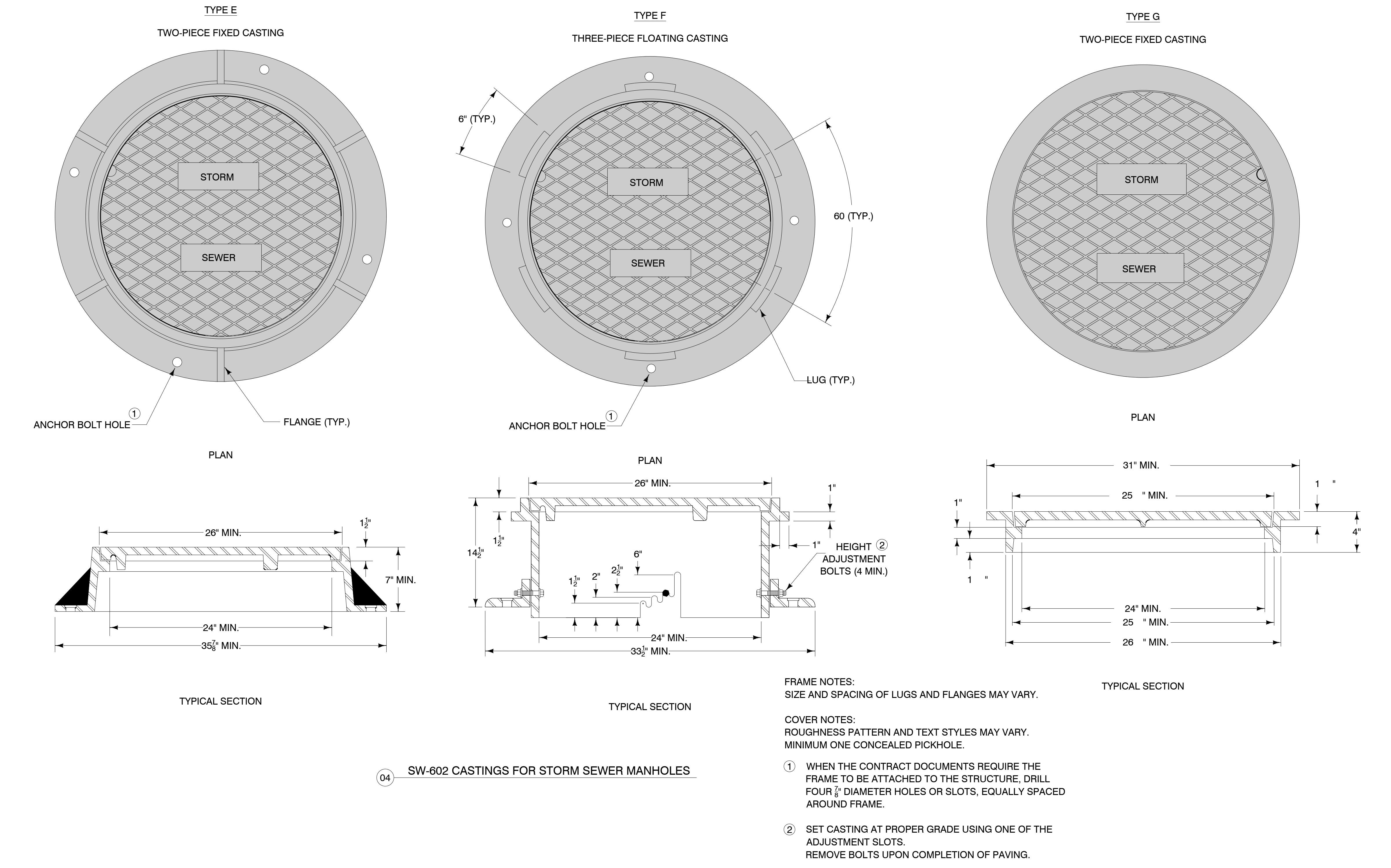
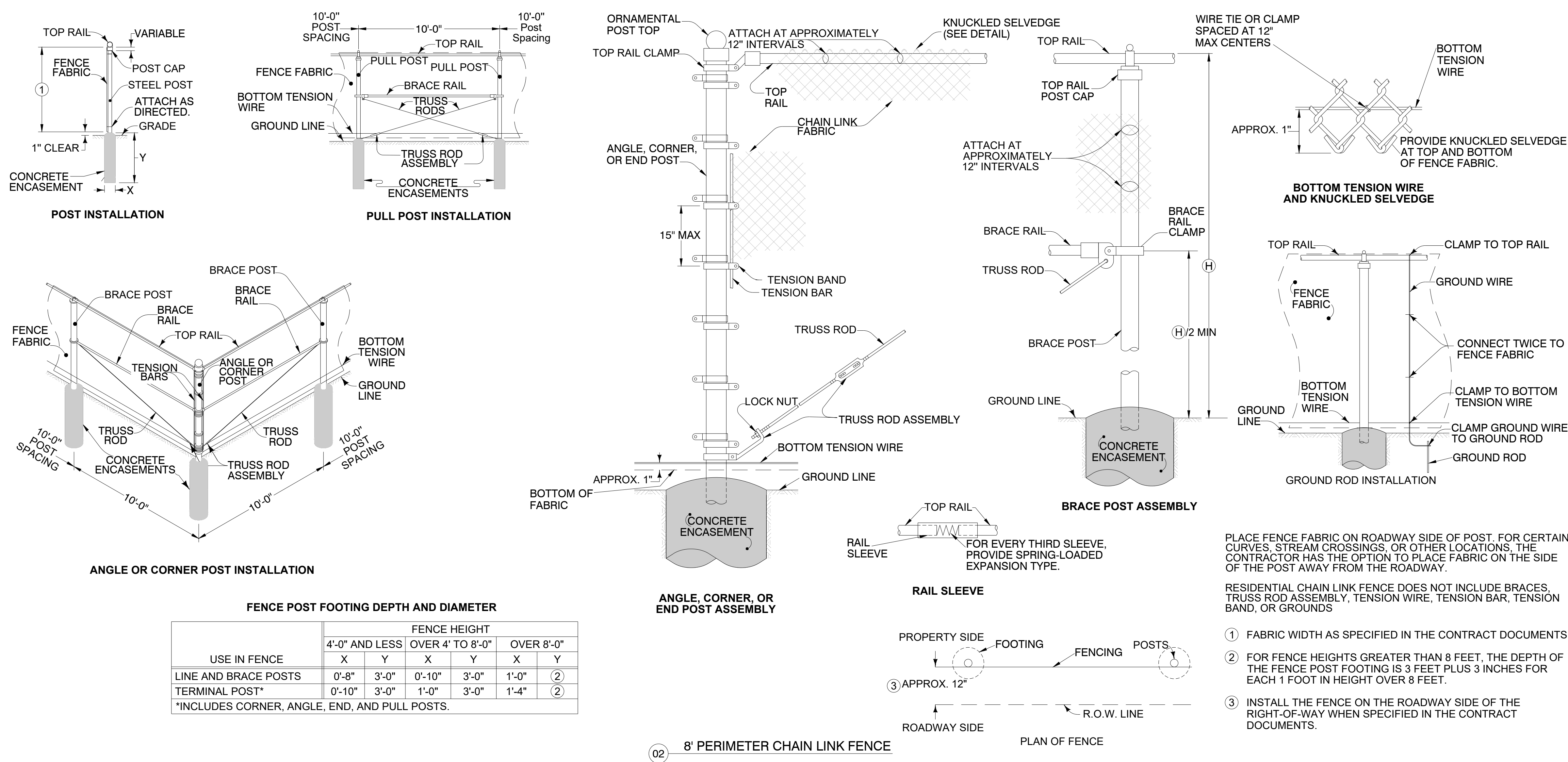
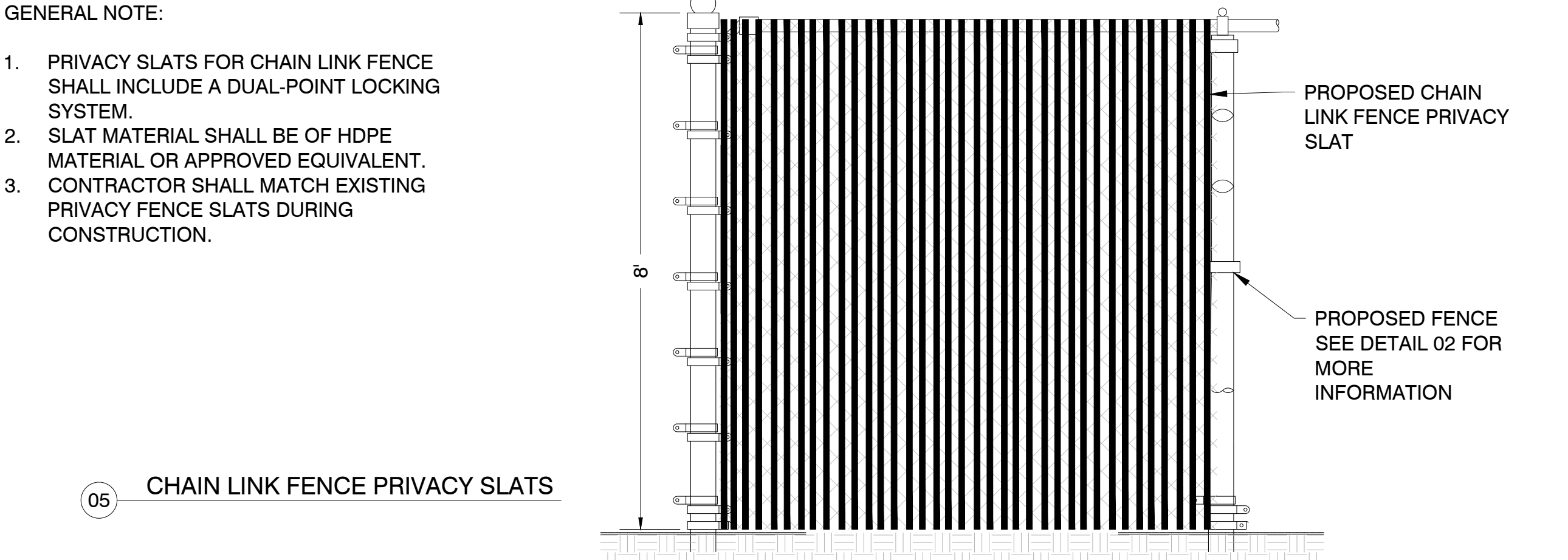
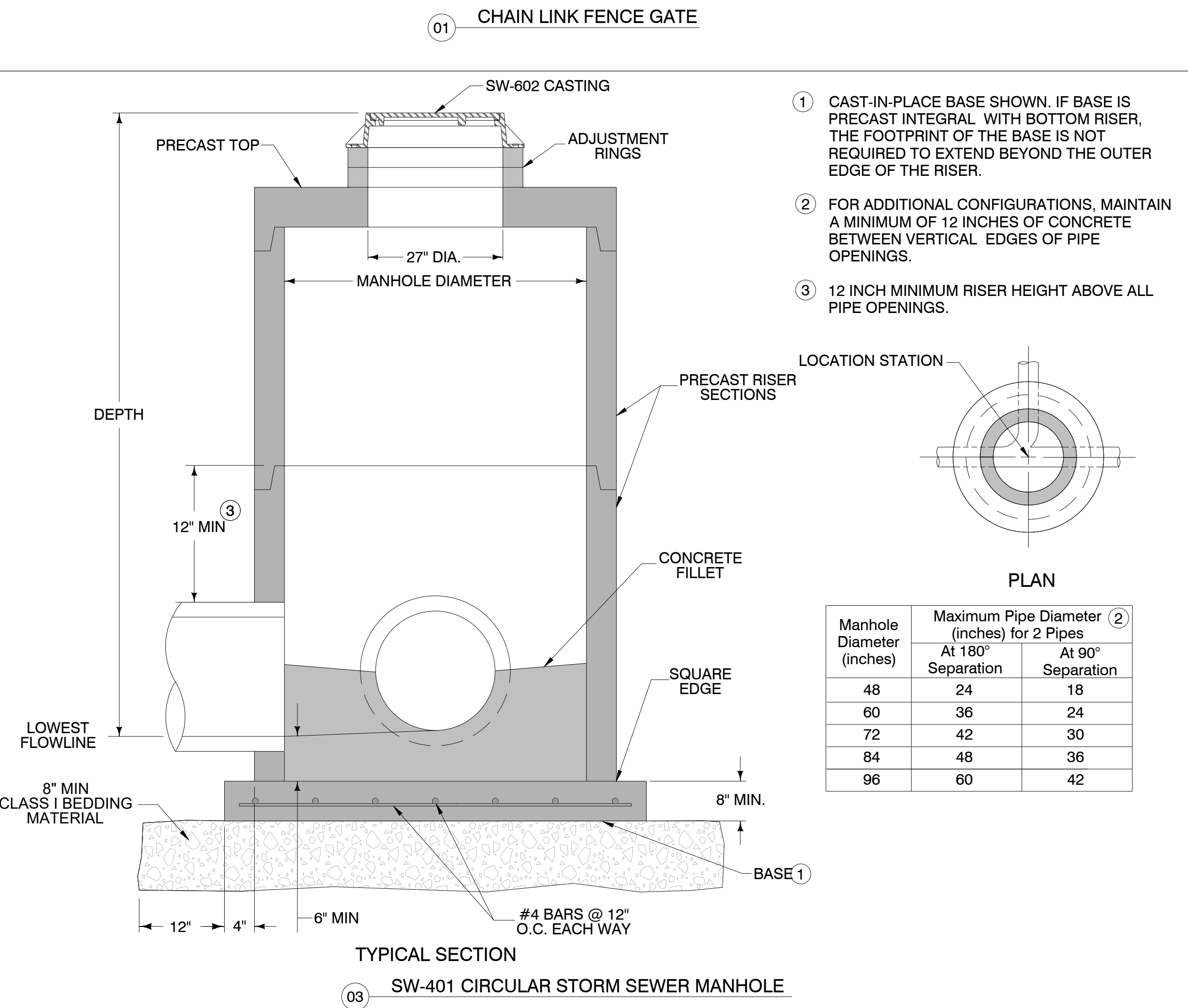
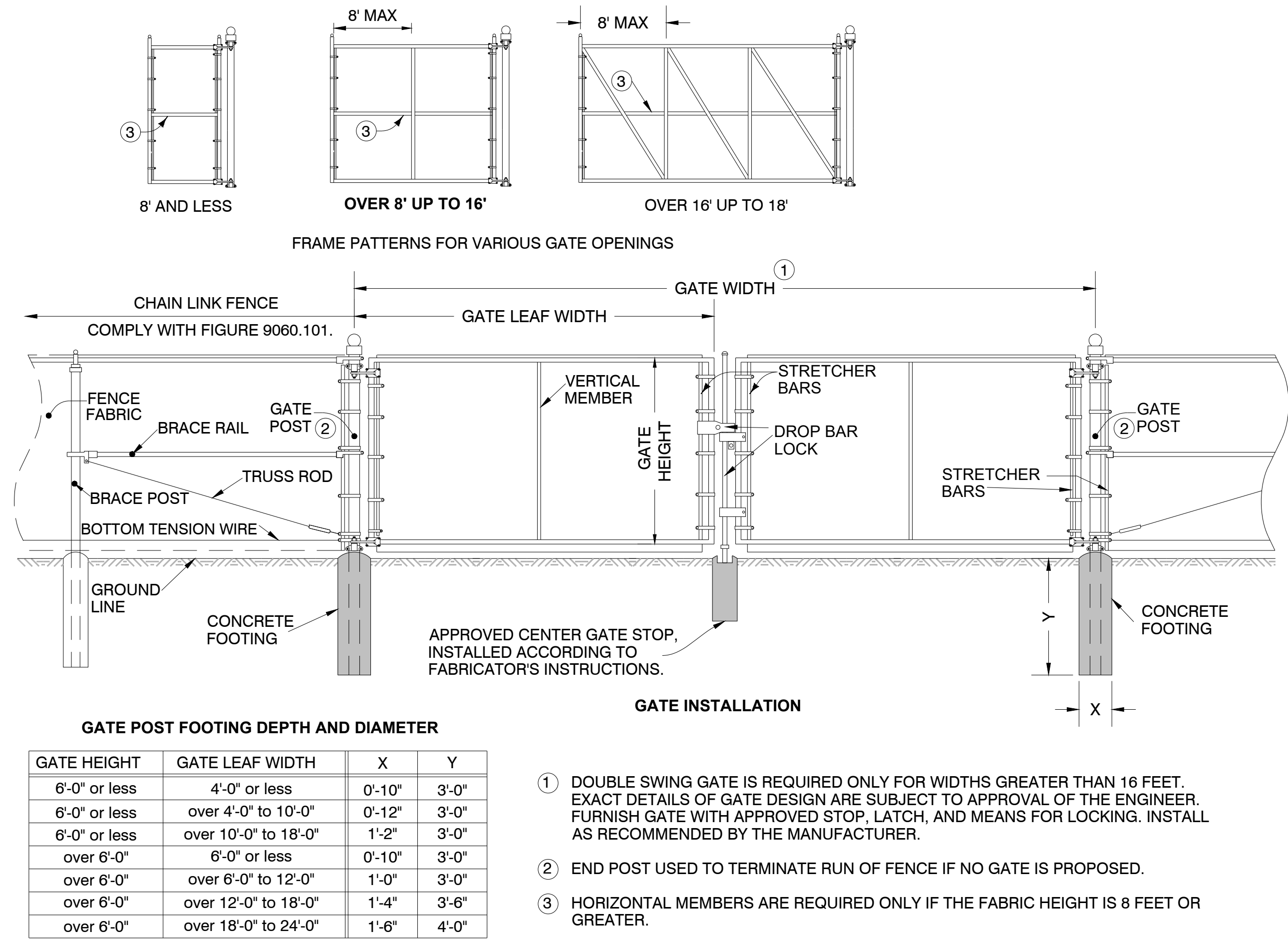
CLASS IV RCP					
Pipe Diameter (inches)	Class R-1 Bedding	Class R-2 Bedding	Class R-3 & R-4 Bedding		
			No Steel	As=0.4%	As=1.0%
12	12'	15'	23'	28'	40'
15	12'	16'	23'	30'	40'
18	13'	16'	29'	40'	40'
21	13'	18'	40'	40'	40'
24	16'	23'	40'	40'	40'
27	19'	30'	40'	40'	40'
30	19'	29'	40'	40'	40'
33	19'	28'	40'	40'	40'
36	19'	28'	40'	40'	40'
42	18'	27'	40'	40'	40'
48	18'	26'	40'	40'	40'
54	18'	25'	40'	40'	40'
60	18'	25'	40'	40'	40'
66	18'	25'	40'	40'	40'
72	18'	24'	40'	40'	40'
As = Area of Steel Reinforcing					

CLASS V RCP					
Pipe Diameter (inches)	Class R-1 Bedding	Class R-2 Bedding	Class R-3 & R-4 Bedding		
			No Steel	As=0.4%	As=1.0%
12	18'	23'	35'	40'	40'
15	19'	24'	40'	40'	40'
18	19'	30'	40'	40'	40'
21	25'	40'	40'	40'	40'
24	34'	40'	40'	40'	40'
27	40'	40'	40'	40'	40'
30	40'	40'	40'	40'	40'
33	40'	40'	40'	40'	40'
36	40'	40'	40'	40'	40'
42	37'	40'	40'	40'	40'
48	35'	40'	40'	40'	40'
54	33'	40'	40'	40'	40'
60	32'	40'	40'	40'	40'
66	31'	40'	40'	40'	40'
72	31'	40'	40'	40'	40'
As = Area of Steel Reinforcing					

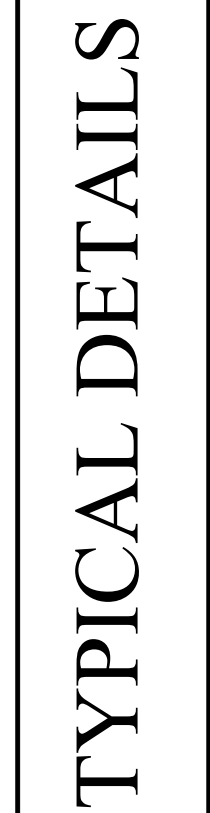
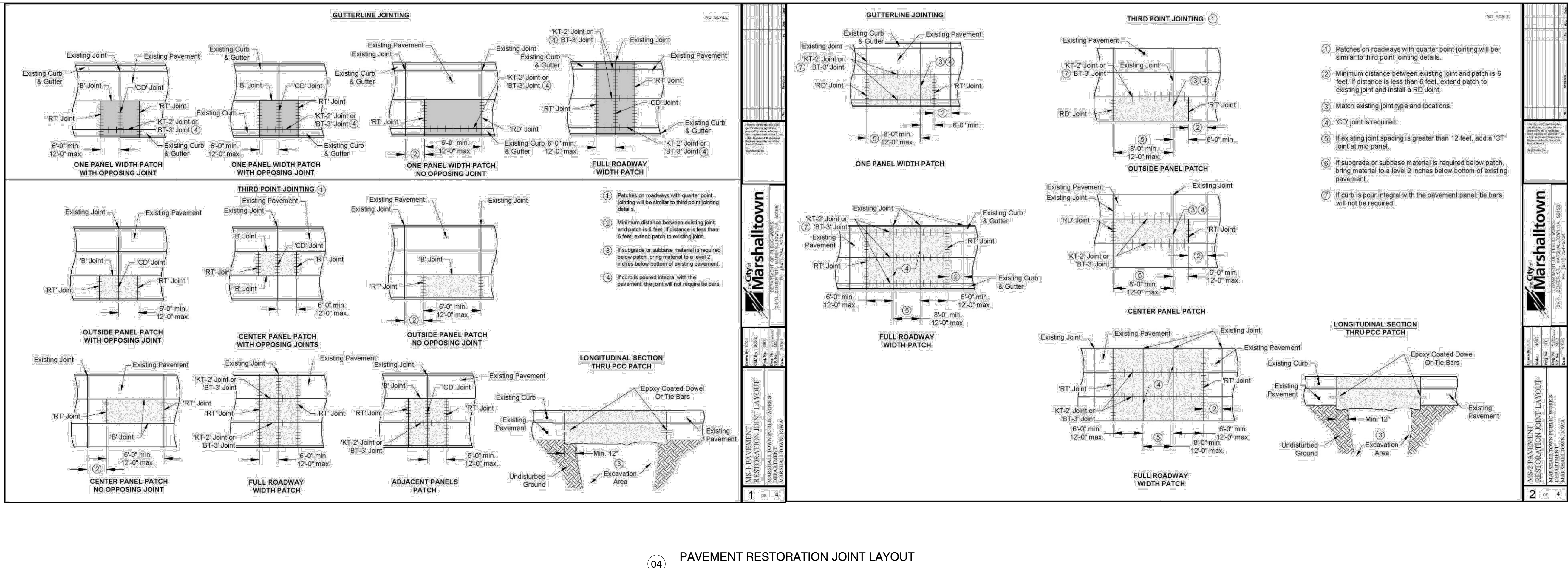
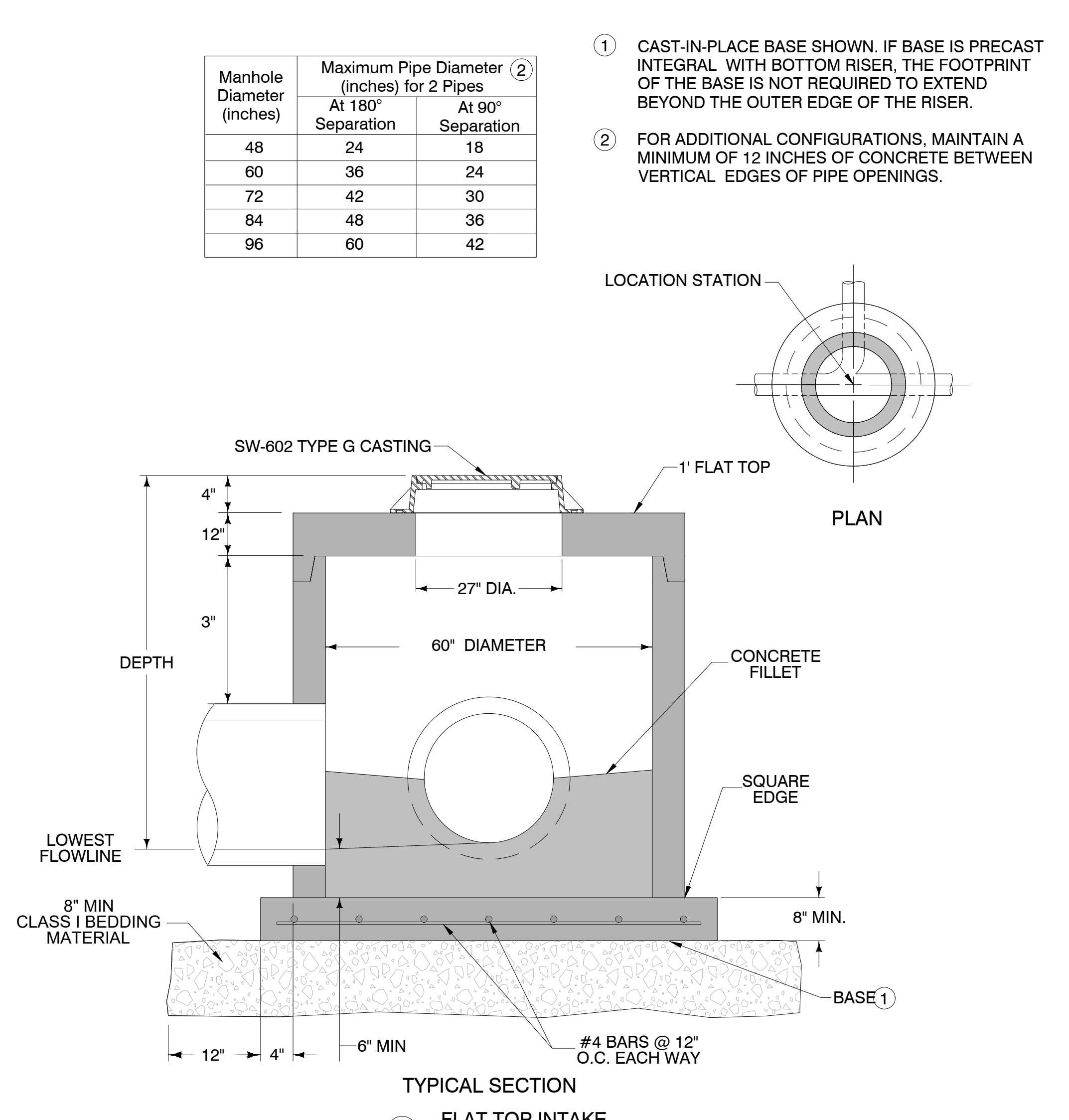
REINFORCED CONCRETE ARCH PIPE			
Pipe Size (inch by inch)	Eqv. Diameter (inches)	Class A-III	Class A-IV
18 by 11	15	6'	1 1'
22 by 13	18	6'	1 1'
26 by 15	21	6'	13'
29 by 18	24	7'	15'
36 by 22	30	8'	15'
44 by 27	36	8'	14'
51 by 31	42	8'	15'
58 by 36	48	8'	15'
65 by 40	54	8'	15'
73 by 45	60	8'	14'
88 by 54	72	9'	14'
Based on Class R-5 bedding.			

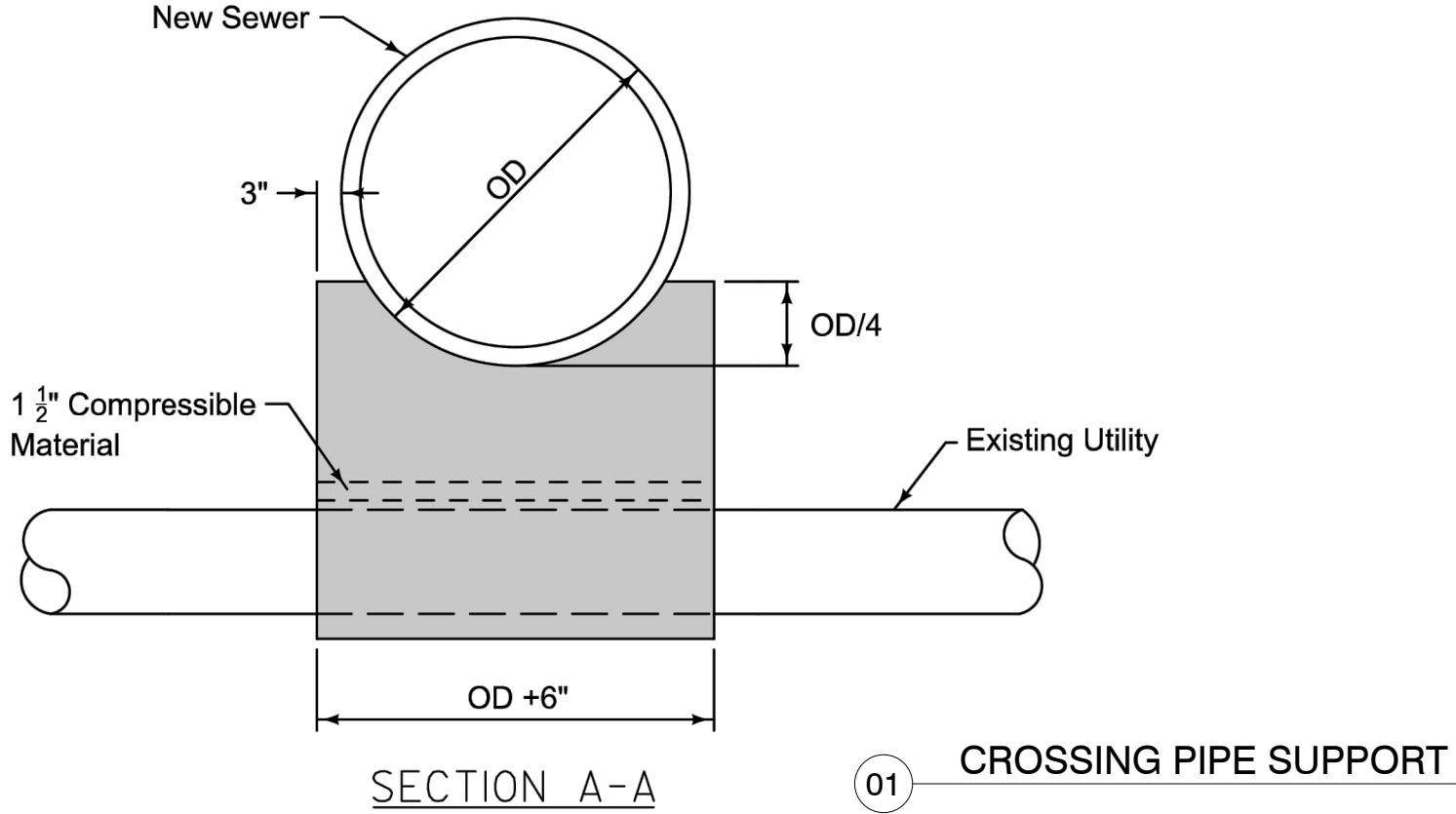
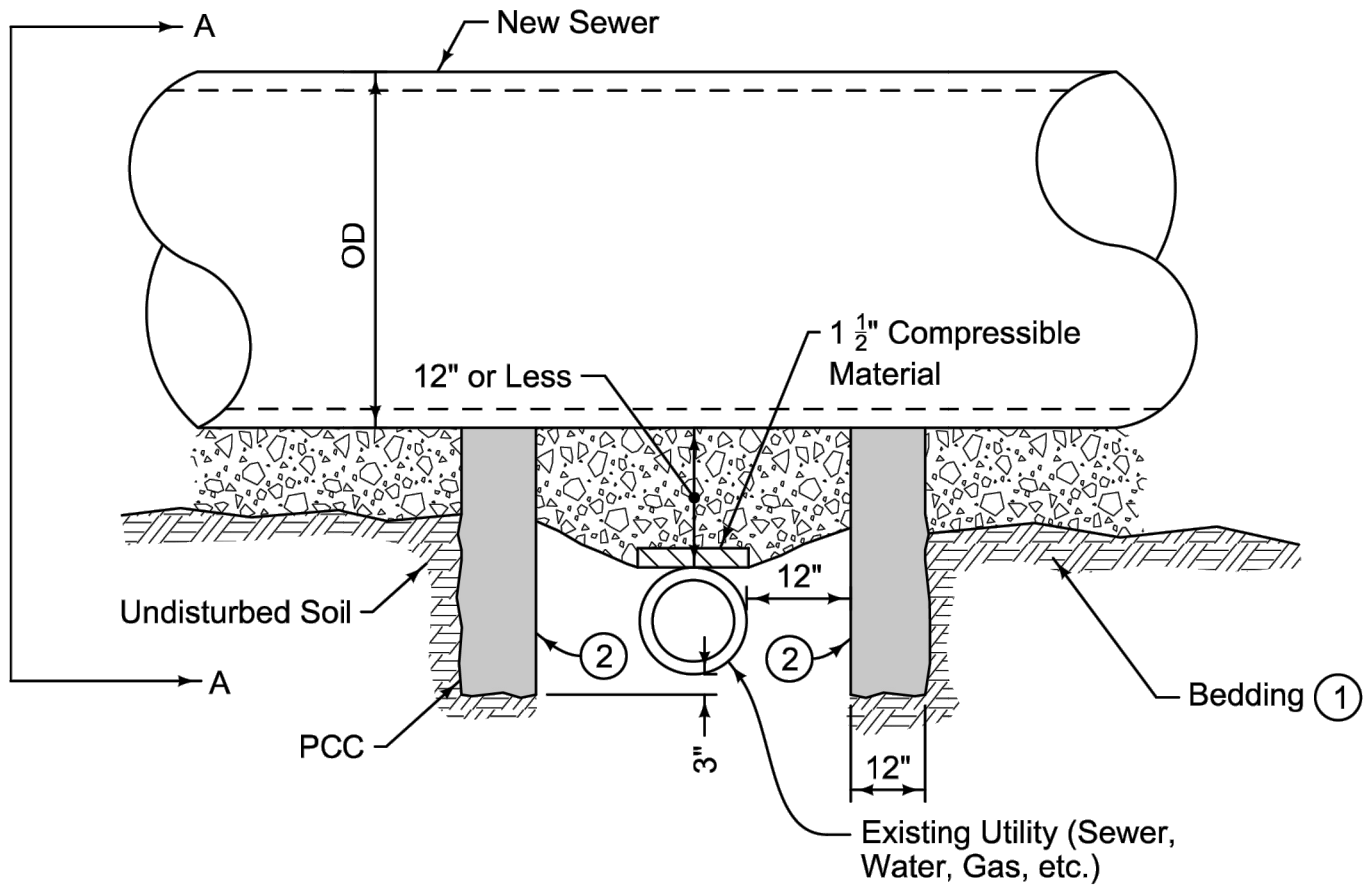
02 PCC SIDEWALK PAVEMENT SECTION
SLOPE AS PER PLANS
4" PCC PAVEMENT
4" GRANULAR SUBBASE (MINIMUM)
TOP 8" OF SUBGRADE SHALL BE COMPACTED TO 95% STANDARD PROCTOR DENSITY (SPD)





J:\25-DS-0026\dwg\25-DS-0026-TYPICAL DETAILS.dwg - 04/24/25 - 8:33am - KMM/SSJ





01 CROSSING PIPE SUPPORT

- Install pipe support for all new sewers 12 inches in diameter or larger when clearance between bottom of new sewer and top of existing line is 12 inches or less.
- 1 Comply with Figure 3010.101.
 - 2 Form interior surface of footings. Keep the 12 inch utility clear zone free of concrete.

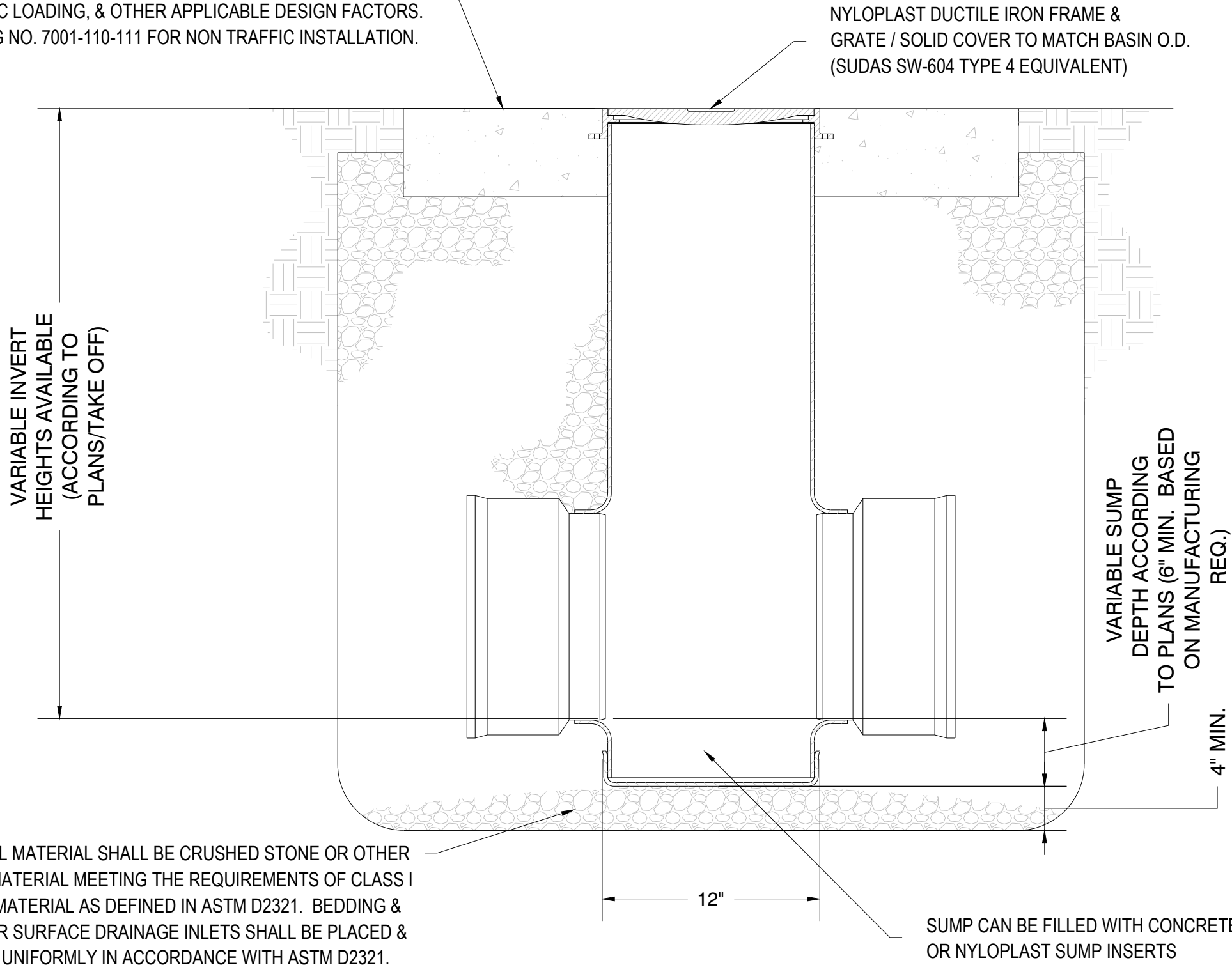
OD = Outside pipe diameter

	REVISION
	3010.901
	SHEET 1 of 1
SUDAS Standard Specifications	
SEWER PIPE SUPPORT OVER EXISTING UTILITY LINE	

- NOTES:
- 1 - 8" - 30" GRATES / SOLID COVERS SHALL BE DUCTILE IRON PER ASTM A536 GRADE 70-50-05.
 - 2 - 12" - 30" FRAMES SHALL BE DUCTILE IRON PER ASTM A536 GRADE 70-50-05. 8" & 10" SOLID COVERS FIT DIRECTLY ONTO DRAIN BASINS WITH THE USE OF A PVC BODY TOP. SEE DRAWING NO. 7001-110-045.
 - 3 - DRAIN BASIN TO BE CUSTOM MANUFACTURED ACCORDING TO PLAN DETAILS. RISERS ARE NEEDED FOR BASINS OVER 84" DUE TO SHIPPING RESTRICTIONS. SEE DRAWING NO. 7001-110-065.
 - 4 - DRAINAGE CONNECTION STUB JOINT TIGHTNESS SHALL CONFORM TO ASTM D3212 FOR CORRUGATED HDPE (ADS N-12HANCOR DUAL WALL), N-12 HP, & PVC SEWER (4" - 24").
 - 5 - ADAPTERS CAN BE MOUNTED ON ANY ANGLE 0° TO 360°. TO DETERMINE MINIMUM ANGLE BETWEEN ADAPTERS SEE DRAWING NO. 7001-110-012.
 - 6 - 12" - 30" SOLID COVERS SHALL MEET H-20 LOAD RATING.
 - 7 - 8" & 10" SOLID COVERS / GRATES ARE RATED FOR LIGHT DUTY APPLICATIONS ONLY; NO CONCRETE COLLAR NEEDED FOR LIGHT DUTY RATING.

INTAKE SIZE	
TROUGH PIPE DIAMETER	MAXIMUM DRAIN BASIN DIAMETER
12"	12"
15"	15"
18"	18"
24"	24"
30"	30"

TRAFFIC LOADS: CONCRETE SLAB DIMENSIONS ARE FOR GUIDELINE PURPOSES ONLY. ACTUAL CONCRETE SLAB MUST BE DESIGNED TAKING INTO CONSIDERATION LOCAL SOIL CONDITIONS, TRAFFIC LOADING, & OTHER APPLICABLE DESIGN FACTORS. SEE DRAWING NO. 7001-110-111 FOR NON TRAFFIC INSTALLATION.



THE BACKFILL MATERIAL SHALL BE CRUSHED STONE OR OTHER GRANULAR MATERIAL MEETING THE REQUIREMENTS OF CLASS I OR CLASS II MATERIAL AS DEFINED IN ASTM D2321. BEDDING & BACKFILL FOR SURFACE DRAINAGE INLETS SHALL BE PLACED & COMPACTED UNIFORMLY IN ACCORDANCE WITH ASTM D2321.

02 12" NYLOPLAST DRAINAGE BASIN



**MARSHALLTOWN
MORE THAN EVER**

Joel Greer, Mayor
Carol Webb, City Administrator
24 North Center Street
Marshalltown, IA 50158
PH 641.754.5701 • FX 641.754.5717

To: Mayor and City Council
From: Carol Webb, City Administrator
Meeting Date: May 12, 2025
Re: Request by Shops at Marshalltown, LLC for Tax Increment Financing
Assistance for Redevelopment of the Marshalltown Mall

Strategic Plan Objective:

Expand and improvement development in the community, including an incentive program for the redevelopment of Marshalltown Mall

Recommended:

Staff recommends that City Council consider a formal resolution of support referencing the TIF commitment for the development known as "Shops at Marshalltown" and direct staff to initiate drafting a development agreement.

Budget Impact:

The TIF rebate requested is an amount not to exceed \$7.25 million over a twenty-year period, a portion of which would be future City property tax revenue if the project proceeded without TIF assistance.

Description/Background:

The Shops at Marshalltown, LLC recently purchased the properties located at 2500 South Center Street, 2502 South Center Street, and 2504 South Center Street (collectively known as the Marshalltown Mall) and is planning redevelopment of the facilities located on these parcels. The parcels are located in Urban Renewal Area #3.

The proposed redevelopment includes \$2 million in site work, \$2.4 million in facade improvements, and over \$17 million of interior work to offer new consumer retail opportunities to the Marshalltown community.

The developer is requesting Tax Increment Financing (TIF) assistance consisting of the following:

Years 1 - 3: 90% rebate

Years 4 - 8: 70% rebate

Years 9 - 13: 60% rebate

Years 14 - 17: 40% rebate

Years 18 - 20: 20% rebate

The minimum assessment will be \$23.5 million and the total incentive will not exceed \$7.25 million.

The planned project qualifies for TIF as it accomplishes the following:

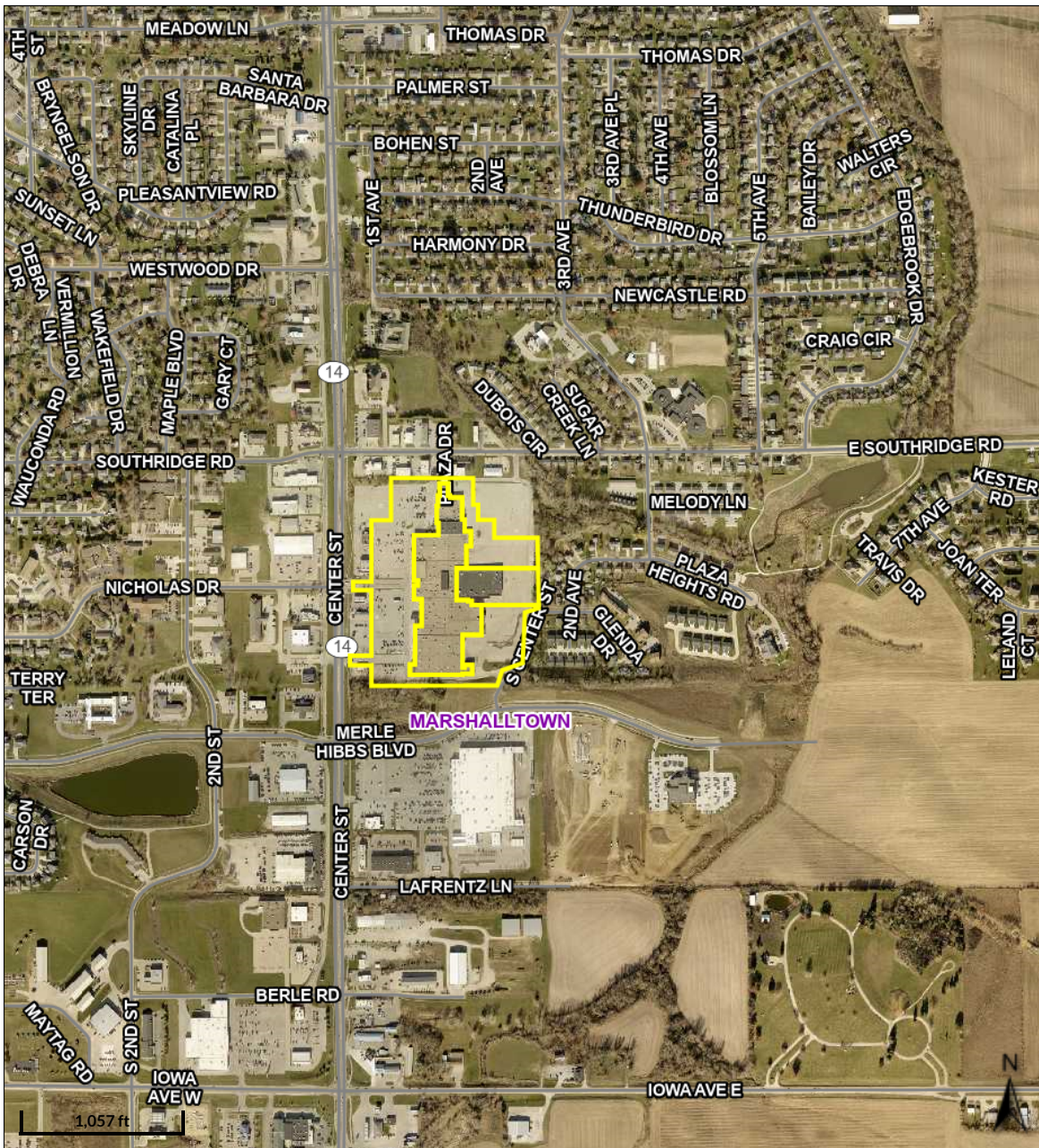
- Directly addresses a City Council goal of redeveloping the Marshalltown Mall site
- Improves the overall economic conditions in Marshalltown through new employment opportunities and economic growth
- Increases the taxable valuation of the site with a significant financial investment from the developer
- Provides new opportunities for increased local option sales tax revenue

The development agreement will include performance criteria, including that, 1) less than 10% of the rentable space will be allowed for office, medical, or limited visitor activity businesses, 2) a limitation on self-storage in the facility to a maximum of 15% and restricting it from frontage on Center Street, and 3) at least 70% occupancy must be maintained. If the required occupancy is not achieved, following a compliance period, the TIF payment will be reduced based on the amount of vacant square footage.

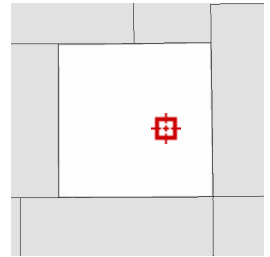
Shops at Marshalltown, LLC's ability to construct this project in Marshalltown relies in part on City TIF assistance. Should the Council support this TIF request, staff will bring forward a resolution of support stating the TIF assistance proposal and directing city staff to engage legal counsel in drafting a development agreement.

Attachments:

1. Proposed Redevelopment Site - Shops at Marshalltown
2. Marshalltown Mall - Renderings for City Presentation



Overview



Legend

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

Date created: 4/21/2025
Last Data Uploaded: 4/21/2025 5:10:43 AM

Developed by  **SCHNEIDER**
GEOSPATIAL





















**MARSHALLTOWN
MORE THAN EVER**

Joel Greer, Mayor
Carol Webb, City Administrator
24 North Center Street
Marshalltown, IA 50158
PH 641.754.5701 • FX 641.754.5717

To: Mayor and City Council
From: Carol Webb, City Administrator
Meeting Date: May 12, 2025
Re: Marshalltown Football League Lease Agreement and Water Billing

Strategic Plan Objective:

Not Applicable

Recommended:

Staff recommends that the lease agreement approved by City Council on October 15, 2024, remains the city's position on lease terms, including the billing of water utility charges to the lessee.

Budget Impact:

Per the agreement, the lessee is required to pay the water usage fees. If City Council determines that the City should pay the water fees, staff estimates the cost of doing so will be approximately \$2,000-\$2,500 per year based on 2024 volume and rates (see chart below). Should Council decide that the City should pay these charges, the cost would be funded from the Parks and Recreation operating budgets. Parks and Recreation staff would also recommend that the Parks and Recreation Department manage the watering program if the Council decides to pay the MFL water fees.

If the lessee decides not to sign the agreement approved by City Council on October 15, 2024, the City would either need to find another lessee or assume responsibility of the ongoing maintenance of the facility.

Description/Background:

The City was notified in the summer of 2024 that the City would need to start paying for water use at a number of City facilities, including at the 6th Street Sports Complex. As the lease agreement with the Marshalltown Football League was due for renewal, city staff incorporated the need for MFL to pay the water usage fees into the proposed contract. City Council approved this contract in October 2024, however, MFL has not signed the new agreement due to a number of factors including the water usage fees.

Staff has communicated to MFL that they will need to pay the water usage fees but MFL requested further discussion with City Council. Should MFL decide not to enter into the current

approved agreement with the City, the City may seek to find another lessee and/or take responsibility for ongoing facility maintenance.

Summary of MFL water use and charges (provided by Marshalltown Water Works):

MFL - 1" meter to concession stand				
	Total Cost	Base Charge Included in Total	Cubic Feet of Water Used	
Aug	\$ 601.80	\$ 34.27	19,200 CF	
Sept	\$ 119.81	\$ 34.27	3,500 CF	
Oct	\$ 340.85	\$ 34.27	10700 CF	
Nov	\$ 8.24	\$ 34.27	0 CF	Pro Rated/ Win
MFL Total	\$ 1,070.70		23,770CF	

At its March 24 Council meeting, City Council postponed the discussion of the MFL lease and water usage fees until a small working group discussed the City's approach to all lease agreements. That working group met on April 23 and recommended that the City Council discuss the water usage issue and the continuation of the lease agreement if MFL decides not to sign the agreement approved by City Council in October 2024.

Attachments:

1. 2024-10-14_2024-217_MFL Lease Agreement 2024-2027_Signed by Mayor
2. 2025-03-24_DISCUSSION1_Leter to Council MFL

**LEASE AGREEMENT BETWEEN CITY AND
MARSHALL TOWN FOOTBALL LEAGUE**

This lease made and entered into as of this 15th day of October 2024, by and between the City of Marshalltown, Iowa, (Lessor) and Marshalltown Football League, a nonprofit corporation organized under the laws of the State of Iowa, (Lessee).

WITNESSETH:

The Lessor, in consideration of the covenants, conditions, agreements, and stipulations of the Lessee hereinafter set out, does hereby lease to the Lessee the following described real estate situated in the City of Marshalltown, Marshall County, Iowa, to-wit:

A tract of land described as commencing at the Northwest Corner of Lot 1 of the SE $\frac{1}{4}$, SE $\frac{1}{4}$, Sec. 34, T. 84 N., R. 18 W. of the 5th P.M., Marshall County, Iowa, thence Northeasterly 37.7 feet along the North line of said Lot 1, thence South 20.0 feet to the point of beginning, thence East 320.0 feet, thence South 250.0 feet, thence West 95.0 feet, thence South 190 feet, thence West 250.0 feet, thence North 140.0 feet, thence North 24 degrees 27" East 60.2 feet, thence North 245.0 feet to the point of beginning, containing 2.91 acres, all in Lot 1 of the SE $\frac{1}{4}$, SE $\frac{1}{4}$, Sec. 34, T. 84 N., R. 18 W. of the 5th P.M., Marshall County, Iowa.

The term of this Lease Agreement shall be from the 1st day of January, 2025, to the 31st day of December 31, 2027, for the consideration of Three (\$3.00) Dollars payable in full in advance of the lease term at the office of Lessor in Marshalltown, Iowa, as follows, to-wit:

In consideration of the leasing of the premises by Lessor, the Lessee agrees to pay Lessor rental for the leased premises in the amount of One Dollar (\$1.00) per year of the agreement.

The Lessee will promptly pay for the public utilities rendered or furnished to the leased premises during the term of this Lease for lighting, heat, gas, electricity, telephone, water, storm water and sewer. All such utilities shall be in the name of the Lessee.

Lessee shall maintain the grounds and its own improvements including the proper mowing, trimming and building upkeep and maintain the grounds in a park-like appearance all at Lessee's expense.

The Lessor will at its expense grade and level the area to be designated for parking, lying east of the above described premises. All maintenance and upkeep of said parking area will be the sole responsibility of Lessee. Lessee shall keep the parking area graveled and graded as needed.

It is further understood by and between the parties hereto that Lessee has installed at its expense facilities and equipment for three separate football fields. Lessee shall maintain these improvements at Lessee's expense.

Any improvements which Lessee makes to the leased premises shall be paid for by Lessee and

will not become a financial obligation of Lessor. At the termination of this Lease, or an extension thereof, Lessee shall restore the property to as near its original condition as possible.

In the event Lessee does not remove its improvements within said ninety-day period, all such improvements shall become the sole and absolute property of Lessor, or Lessor at its option may remove the improvements, the cost of which shall be paid by the Lessee.

Lessee shall obtain prior approval from Lessor before the construction/installation of any proposed improvements.

In the event the Lessee fails to pay the rent required under the terms of this Lease for a period of thirty days after having received written notice of nonpayment of said rent, it shall be lawful at the option of the Lessor to declare this Lease terminated and enter into the leased premises either with or without process of law and expel the Lessee or any person occupying the premises and to repossess the leased premises.

The conditions, covenants and agreements of this Lease are binding on the parties to this Lease and their respective successors and assigns. Lessee shall not sell, assign, transfer or convey any rights granted in this lease without the express written comment of Lessor.

Any failure of Lessor or Lessee to exercise any of their rights under the terms of this Lease on any one occasion shall not be construed as a waiver thereof on any subsequent occasion.

At any time during the term of this Lease, either party may request the other to meet and discuss any problems which may arise. Both parties will in good faith meet and attempt to resolve said problems. Any of the terms of this Lease notwithstanding, the Lessee shall fully cooperate with Lessor for special events scheduled by Lessor that may require the use of the demised premises for Lessor's purposes in the nature of softball or baseball team warm-up and batting practice during scheduled softball or baseball tournaments. However, in no event shall any vehicles be allowed to be parked upon, or traverse, the football fields and no use of the demised premises by Lessor as contemplated by this paragraph shall occur between August 31st and November 1st of each calendar year. The Lessor shall notify Lessee at Lessor's earliest opportunity of the date or dates of the special event. During said date or dates, this Lease shall be suspended and of no force and effect. The special events will not cause damage or destruction to the property or football field turf of Lessee and if any such damages occur, Lessor shall be obligated to reimburse Lessee for the repair or remedy of any such damages within six months of the occurrence or discovery thereof.

Lessee shall use the premises only for its football program and will not violate any Federal, State or municipal law, statute, ordinance, rule or provision.

Lessor shall have complete access to the area for utility or general maintenance of its property. Lessees shall at no time sub-lease said property without prior written consent of Lessor.

Lessee will maintain liability insurance coverage on the leased premises, naming the City as an additional insured. Coverage shall be not less than \$500,000.00 per person and \$1,000,000 per event. Proof of insurance shall be provided by Lessee upon request of Lessor.

It is further understood that the Lessee shall be required to pay the real estate taxes, if any, on the leased premises during the time of this Lease.

Lessee shall hold Lessor harmless and indemnify Lessor from any claims made for personal injury or property damage by anyone engaged in any activity upon the leased premises, regardless of whether a spectator, volunteer, laborer, or other non- participants.

Lessee shall be granted free and open access to South 6th Street, except for normal maintenance and improvement of the access area. Lessor shall endeavor to do its maintenance and improvement at such times as the premises are not being used by Lessee. The parking areas located to the east and west of the leased premises, owned by Lessor, are parking areas, which shall be permitted to be used by patrons of the Lessee. This right of use shall be non-exclusive and shall be in common with all other users of the area. It is understood that the parking area to the west is presently leased to Marshalltown Little League and Lessee's right to use said parking area is subject to the Lease to Marshalltown Little League.

Lessee shall provide to the Parks and Recreation Department current MFL Commission names, addresses and telephone numbers, as well as any changes therein (work and home). The MFL Field Director shall also provide his/her telephone numbers (work and home) to the Parks and Recreation Department.

The Lessee shall provide to the Parks and Recreation Department a yearly schedule of events and the Parks and Recreation Department will inform the MFL Commission of any National Softball Tournaments and other softball tournaments or leagues the Parks and Recreation Department will play during the month of September at the softball complex.

Both parties shall work cooperatively to benefit both respective programs when additional facilities are required.

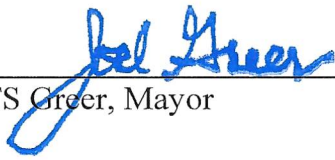
The placement of any entrance signs, the size and location must be approved by the Parks and Recreation Director before placement. Any entrance sign(s) must be maintained by MFL and kept in a condition that is acceptable to the Parks and Recreation Director.

None of the covenants, terms or conditions of this Lease to be kept and performed by Lessee or Lessor shall in any manner be altered, waived, changed or abandoned except by a written instrument duly signed by both parties and not otherwise consent to any acquiescence in any breach of this Lease shall not constitute a waiver of any other or later breach of the same or any other covenant, agreement or condition thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written.

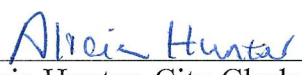
LESSOR:

CITY OF MARSHALLTOWN,
IOWA



Joel TS Greer, Mayor

ATTEST:



Alicia Hunter, City Clerk

LESSEE:

MARSHALLTOWN FOOTBALL LEAGUE,
MARSHALLTOWN, IOWA

Signature

Printed Name

On [Mon, Mar 10, 2025, 1:43 PM](#) Monte Eaton <splintersconst@gmail.com> wrote:
Councilpersons,

Marshalltown Youth Football League (MFL) is a registered local non-profit 501-3C organization founded in 1972 and has been serving local and surrounding area youths for more than 50 years. The current MFL program includes 1st thru 6th grade youth.

Hopes are that once they leave the MFL program they will continue to participate in athletics in middle school and high school. Some continue on to participate in college and even at the professional level. Yes little old Marshalltown actually had one of the first participants in the MFL program who attended MHS, received a scholarship to ISU and then was drafted into the NFL.

There have been many studies done that state student athletes perform better both socially and scholastically.

.
Youths have participated from surrounding communities such as Bondurant, Pella, State Center, Lynnville, Sully, Tama, Trear, Dysart, Beaman, Conrad, Liscomb, Garwin, etc..

The MFL program has had as many as 700+ local youths when founded to its current level for the last several years of 250-350 local and area youths.

We all understand that the changing times, social and economical situations have changed dramatically in Marshalltown from 1972 and especially over the last several years. The participation in the MFL and all youth athletic programs are down significantly. Not to mention all club and adult activities as well have been decreasing for years.

The MFL program was established to provide youths with an avenue to participate and learn the game of football. When the organization was founded and continues to this day the game of football itself is a very small piece of the pie that is being taught to our youths. The greater aspect is to foster a sense of self worth, to teach teamwork, participation, fair play, all while learning honor and fortitude through teamwork and self sacrifice. While learning that at some point no matter how well you prepare a loss at some point is inevitable (just or unjust it will happen), even the best fail at some point and suffer setbacks. It is how you pick yourself and the people up around you that matters. You must continue to learn from your mistakes and move forward, do not dwell in the past or loss. Even Abraham Lincoln failed twice to get elected when he ran for president, however, through perseverance and dedication he was finally elected president and is considered by many to be one of the greatest presidents ever (or at least to the point).

To steal a great statement that I overheard an MFL coach who was speaking to his team after a hard fought game that ended in a loss for them. I quote " We either win or we learn, we hold are heads up in loss the same as we do in a victory, be proud of yourselves because I am proud of all of you" "We played hard - things did not work out - but that is behind us now - **So let's go get some snacks** - we all know that is the best part of the day"

MFL has been self supporting since its founding, through registration fees and local area sponsors and donations. Times have changed, registrations are down, sponsorships and donations are down, Costs of equipment, referees, facility maintenance are all up.

Now the City has decided after 50+ years to start charging for water, sewer, and storm water runoff. Since receiving the first water bill the City has agreed to waive the sewer and stormwater fees. However, under the premise that the City does not own the Marshalltown Water Works that the City can not waive the water bill. The City Council voted to approve a new 3 year lease with MFL without even providing the new lease to the MFL board for review and negotiations. In fact the last signed lease with MFL dates back to 2015 (that the City can find and produce, per my FOIA request). As I am told by a founding member of the MFL program, MFL originally had a \$1 / 99 year lease with the City when the program was founded. The City was to provide water and sewer at no cost to the MFL program. This original lease was requested from the City and to date has not been provided. In 1978/79 MFL was asked to relocate from its original location which would be what is now the East and Center fields of the 6th St Softball complex. Acting in good faith MFL agreed, relocated and constructed its current facility where the original handmade goal posts still stand. This was to allow the City of Marshalltown to construct the new centralized softball complex. In order to attract more tourism to Marshalltown. As a participant in the Marshalltown Softball Association for over 20 years and one of the youngest participants at the time and original participants in the youth softball league. The complex did its job, it attracted teams from all over the U.S. to come to Marshalltown to play 14 & 16" softball. As we all know, participation in softball has decreased significantly also.

The City through Park and Rec was authorized to pay for the repair of the sprinkler systems at the S. 6th St. complex in the amount of approximately \$98 thousand dollars. This repair was to totally replace the existing system due to its age.

MFL on the other hand has had to fully fund all of its own maintenance and upgrades along with the installation of its own sprinkler system. I am asking that the City or City Councilor(s) put a motion forward to reimburse MFL for the full cost of the sprinkler installation (exact amount will be provided upon consideration of approval). It is far less than the \$98,000 for the softball fields. These funds could also come from the tourism dollars required to be spent on tourism activities from the hotel/motel tax.

Now to the point:

I watched the last council meeting and listened to the Councilors and Mr.Hall speak in reference to how tourism dollars should be allocated. Mr.Hall commented about a centralized sports complex like Davenport and other communities.

FYI: Davenport's gate entry fee is \$14 per person to watch your child participate in a program the parents have already paid for their child to participate in. Davenport is also not in the same economic situation as Marshalltown.

Do you think that Marshalltown area parents and residents would support this, or can afford it given the economics of marshalltown and the surrounding communities. I for one do not.

Councilor Thompson brought up a good point, I believe the City and Council can figure out a better use of the funds brought in through the hotel/motel tax than paying the Marshalltown Chamber to decide how to allocate City funds.

I am requesting that the City and/or City Councilor(s) put forth a motion to supply \$50,000.00 per year for the next 3 years to the Marshalltown Football League (MFL) for use at the MFL Boards discretion for facility and equipment upgrades, league fees waivers or reductions for those who can not afford the registration fees and are approved through financial hardship on a case by case basis. I believe these monies can come from the hotel/motel tax revenue. This money can easily be diverted from the Chamber contract which is set to expire this year, therefore there will be no additional cost to the City. This would allow MFL to pay the Marshalltown Water Works and would not require the City to incur any additional expense by waiving the water usage fees.

If you calculate the average enrollment of 250 -350 youths of which approximately 80 are from Marshalltown that leaves 170-270 out of town youths. Multiply that number x 2 for parents = 340-540 weekly attendees, in [today's](#) world it is more likely it would be x4 (for two family homes) which would increase to 680-1080 attendees . Multiplied by a 6 week season = 4080-6480 to 5440-8640 for an 8 week season. Who potentially purchases fuel, food, dining, etc.. These numbers do not include any relatives such as siblings, grandparents, or inlaws that may attend.

Having a zero dollar gate fee increases the amount of spectators, directly increasing the tourism dollars spent.

Please feel free to contact me at any time if you have any questions or comments either via phone at 641-485-2618 or email at splintersconst@gmail.com

Sincerely,
Monte Eaton



**MARSHALLTOWN
MORE THAN EVER**

Joel Greer, Mayor
Carol Webb, City Administrator
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
Meeting Date: May 12, 2025
Re: Request for Council-Designated Local Option Sales Tax for City Hall Security Enhancements

Strategic Plan Objective:

N/A

Recommended:

Allocate Council-Designated Local Option Sales Tax to complete City Hall Security updates.

Budget Impact:

Not to exceed \$12,000.

Description/Background:

The City Council has expressed the need to have the exterior building doors unlocked for improved access to public meetings. Staff reviewed options for building modifications to accommodate this request while keeping staff areas secure. The project would include adding a door to the Housing and Community Development department where you exit the elevator and an alarmed door on the mezzanine. The mezzanine must remain a fire exit, so it would be alarmed. Keypads would be added to the stairwell door in Engineering, the new door in Housing and Community Development, and two basement doors. These improvements would allow for the vestibule door, restrooms, and elevator to remain open for access to public meetings during the day and after hours, eliminating the need for staff to monitor the door during meetings. All staff areas would remain secure with these improvements. Staff request an amount not to exceed \$12,000 in council-designated local option sales tax.

Attachments:

1. LOST detail updated after April 28 2025 Council Meeting

Local Option Sales Tax (L.O.S.T) Balances After 4/28/25 Council meeting		LOST- Prop. Tax Relief	LOST- Council Designated	LOST- Capital Projects	TOTAL FUND 121
1	Fund balance 6/30/2024	1,417,958	3,541,521	570,192	5,529,670
2					
3	Budgeted L.O.S.T. Revenues (78% Relief, 22% Council) adopted budget \$4M, amended \$4.2M	3,276,000	924,000	-	4,200,000
4	Interest on Investments	45,000	150,000	15,000	210,000
5	Credit card rebate		23		23
6	Sub-Total Revenues	3,321,000	1,074,023	15,000	4,410,023
7					
8	Buy down property tax levy-current revenues (Trsf to fund 200 Debt) original adopted	(3,120,000)			(3,120,000)
9	Buy down property tax levy-fund bal	(1,000,000)			(1,000,000)
10	Res 2024-101 Reserve for General Insurance Reserve Fund (transfer to 011)	(100,000)			(100,000)
11	Cash Flow reserve 17%.		(249,050)		(249,050)
12	New Home Buyer Incentive (100 homes @ \$2500/each) Only 3 in FY23; 4 in FY24; Est 10 total for FY25		(25,000)		(25,000)
13	Fireworks		(5,000)		(5,000)
14	Transfer to General Fund 001 (removed MACC and band, updated rev related to levies originally 684,447)		(567,884)		(567,884)
15	Res 2024-050 CO2 Systems Development \$20K (48 new jobs); changed to fund 160 instead		-		-
16	Res 2024-025 2/5/2024 CA Recruitment		(16,379)		(16,379)
17	River's Edge Trail bridges 2-5; Council Res 2024-114 change to Fed Active Transp Infrast Invest Prog if awarded bike path Mtown (Needs updated for new res # after 3/25 meeting)		(250,000)		(250,000)
18	Res 2022-217 Purchase of Coliseum Veterans Gallery cabinets FY23 \$19,073\$43K		(23,927)		(23,927)
19	Res 2022-290 Riverside Cemetery Well Reimbursement; changed purpose on Res 2024-271 to on demand pump system		(45,000)		(45,000)
20	Res 2022-236 Region 6 Housing Trust Fund (Local Match)		(37,581)		(37,581)
21	Res 2024-150 PD vehicle/body cameras over 5 years with Axon (1st year funded with LOST)		(100,000)		(100,000)
22	Transfer to 340 - Bike Trail Engineering & Design TRL18002 FY19 \$8401.50+FY23 \$36349+FY24 5374: \$65,000		(14,876)		(14,876)
23	Res 2023-190 purchase ROW 901 N. 3rd Ave (\$230+100+170)		(500)		(500)
24	To 132:Res 2023-086&2020-281 City/Owner Contribution for DTR Project 21 and 23 W.Main 200K-32908.71 in FY22 +500K-262,192.46 FY24		(404,899)		(404,899)
25					
	Res 2024-043 Repair of City Hall & Carnegie masonry FY24 pd \$9033:15000; FY25 paid \$2825 PROJECT DONE		(2,825)		(2,825)
26	Res 2022-038 National Community Survey and National Employee Survey \$6,000:\$20,495 (reimplemented)+1600 inflation		(7,600)		(7,600)
27	Res 2024-279 Civic Plus Improvements (Clerk, Meeting Manager, Municode)		(12,750)		(12,750)
28	Res 2024-365 Arts & Culture Alliance \$125K Placemaking +\$5K band= \$130,000 for 5 years (2 qtrs in FY25)		(65,000)		(65,000)
29	Res 2025-003 Solid Waste Study by IA State		(9,004)		(9,004)
30	Transfer to fund 395: S. 7th Ave ECO22001 for legal and property acquisition			(2,000)	(2,000)
31					
	Transfer to Fund 311: Edgewood Extension (ADDED 3/19/25 to agree with CIP)			(35,244)	(35,244)
32	Total Budgeted Expenses	(4,220,000)	(1,837,275)	(37,244)	(6,094,519)
33					
34	Projected Fund balance 6/30/2025	518,958	2,778,269	547,948	3,845,175
35					
36	Budgeted L.O.S.T. Revenues (CHANGE 75% Relief, 25% Council)	3,150,000	1,050,000	-	4,200,000
37	Interest on Investments	15,580	82,110	5,000	102,690
38	Sub-Total Revenues	3,165,580	1,132,110	5,000	4,302,690
39					
40	Buy down property tax levy-current revenues (Trsf to fund 200 Debt)	(3,150,000)			(3,150,000)
41	Buy down property tax levy-fund bal	(200,000)			(200,000)
42	Cash Flow reserve 18% of GF exp before transfers (to get to 18%, an add'l \$177,353)		(205,192)		(205,192)
43	Fireworks		(5,000)		(5,000)
44	Transfer to General Fund 001		(1,076,145)		(1,076,145)
45	Res 2023-072 10% LEAD grant match Est \$100,000 over 4 years (may not need)		(100,000)		(100,000)
46	Res 2024-101 Reserve for General Insurance Reserve Fund (transfer to 011) Note: \$100K FY24-26	(100,000)			(100,000)
47	Res 2024-365 Arts & Culture Alliance \$125K+\$5K band= \$130,000 for 5 years		(130,000)		(130,000)
48	To Fund 364 FY26 Crack & joint seal			(295,975)	(295,975)
	Res 2022-341 Downtown Site Furnishings for Main St & Vets Courtyard FY23 \$74,510.48:\$160K; Contractor will invoice us so transfer to fund 364 where costs will be expensed (E Main Center to 3rd Ave & Center Church to State proj STR22002		(85,490)		(85,490)
50					
	Transfer to Fund 311: Edgewood Extension			(80,854)	(80,854)
51	New Home Buyer Incentive (100 homes @ \$2500/each) Only 3 in FY23; 4 in FY24; Est 10 total for FY25, bal in FY26		(207,500)		(207,500)
52					
	Transfer to Fund 031 building maintenance fund so funded thru 6/30/26		(86,528)		(86,528)
53	Sidewalk improvement citizen reimbursement (Res.2020-076)		(50,000)		(50,000)
54	Res 2025-082 Comprehensive plan and housing study (\$160K City; \$20K Chamber)		(160,000)		(160,000)
55	Total Budgeted Expenses	(3,450,000)	(2,105,855)	(376,829)	(5,932,684)
56					
57	Projected Fund balance 6/30/2026	234,538	1,804,525	176,119	2,215,181
58					
59	Future years:				
60	Res 2024-101 Reserve for General Insurance Reserve Fund (transfer to 011) Note: \$100K FY24-26	(100,000)			(100,000)
61	Res 2024- YSS MPACT use all of ARPA funds first and if need to continue until 12/31/26		(50,000)		(50,000)
62	Res 2024-265 Arts & Culture Alliance \$125K Placemaking +\$5K band= \$130,000 for 5 years (2 qtrs in FY29)		(585,000)		(585,000)
63	Highland acres			(47,301)	(47,301)



**MARSHALLTOWN
MORE THAN EVER**

Joel Greer, Mayor
Carol Webb, City Administrator
24 North Center Street
Marshalltown, IA 50158
PH 641.754.5701 • FX 641.754.5717

To: Mayor and City Council
From: Carol Webb, City Administrator
Meeting Date: May 12, 2025
Re: Resolution Approving Purchase of 0.6 Acres of 1314 Summit Street at a cost of \$_____ for expansion of West End Park

Strategic Plan Objective:

Enhance Marshalltown's public image - West End Park Phase II Improvements

Recommended:

Staff recommends approval of the resolution authorizing the purchase of 0.6 acres of 1314 Summit to allow for the addition of parking and a restroom building at West End Park.

Budget Impact:

The purchase price of \$_____ is a budgeted expense as part of a capital project approved by City Council. The project is funded from the 2022 G.O. Bond proceeds.

Description/Background:

ATTACH RESOLUTION, MAP, PURCHASE AGREEMENT

The Parks and Recreation Master Plan for West End Park (West End Park Phase II Improvements) includes an expanded parking lot and concession/restroom building (the current proposal eliminates the concessions aspect of the project).

Parks & Recreation staff entered negotiations with the owner of 1314 Summit Street to purchase 0.6 acres of their backyard for this park expansion. The City Council approved the purchase of the subject property for \$15,000 at its April 25, 2022, City Council meeting. The seller encountered some issues at the time that prevented the sale from proceeding. Those issues have since been resolved and the seller has requested a new sale price of \$_____,

See the attached map for the approximate area to be purchased. The portion of the property retained by the homeowner is 0.25 acres, a similar lot size as the neighbor to the east.

Attachments:

1. Purchase Agreement - 1314 Summit
2. Resolution Purchase .6 acres of 1314 E Summit St
3. Parcel 1314 Summit Street

REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement ("Agreement") is entered by and between **SOCRATES DI and MOO PAW** ("SELLERS"), and the **CITY OF MARSHALLTOWN, IOWA** ("BUYER"), an Iowa municipal corporation, as of the date of last signature set forth below ("Effective Date").

SELLERS are the owners of that real property ("Property") situated in the City of Marshalltown, Marshall County, Iowa, and legally described as follows:

PARCEL "C" LOCATED IN LOT 2/3/1 OF THE SUBDIVISION OF LOT 3/1 IN THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 84 NORTH, RANGE 18 WEST OF THE 5th P.M., MARSHALL COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 2/3/1 OF SAID SECTION 27, SAID POINT ALSO BEING THE NORTHWEST CORNER OF A CERTAIN PARCEL OF LAND DESCRIBED AS THE WEST 44' OF THE NORTH 120' OF SAID LOT 2/3/1 AND ON THE SOUTH RIGHT OF WAY LINE OF SUMMIT STREET; THENCE, S0°39'51"E 87.00' ALONG THE WEST LINE OF THE WEST 44' OF THE NORTH 120' OF SAID LOT 2/3/1 TO THE SOUTHWEST CORNER OF SAID CERTAIN PARCEL AND THE POINT OF BEGINNING; THENCE, N89°27'58"E 44.00' ALONG THE SOUTH LINE OF SAID CERTAIN PARCEL TO THE SOUTHEAST CORNER OF SAID CERTAIN PARCEL; THENCE, S0°39'51"E 60.00'; THENCE, N89°28'00"E 77.02' TO A POINT ON THE EAST LINE OF SAID LOT 2/3/1, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF A CERTAIN PARCEL OF LAND DESCRIBED AS THE WEST 83' OF THE NORTH 180.4' OF LOT 1/3/1 OF THE SUBDIVISION OF LOT 3/1 IN THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 27; THENCE, S0°37'19"E 181.82' ALONG THE EAST LINE OF LOT 2/3/1 OF SAID SECTION 27 TO THE SOUTHEAST CORNER OF LOT 2/3/1 OF SAID SECTION 27; THENCE, S88°59'11"W 120.89' ALONG THE SOUTH LINE OF LOT 2/3/1 OF SAID SECTION 27 TO THE SOUTHWEST CORNER OF LOT 2/3/1 OF SAID SECTION 27; THENCE, N0°39'51"W 242.83' ALONG THE WEST LINE OF LOT 2/3/1 OF SAID SECTION 27 TO THE POINT OF BEGINNING, CONTAINING 0.57 ACRES. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

SELLERS agree to sell and BUYER agrees to purchase the Property, together with any easements and appurtenant servient estates, and subject to any easements of record for public utilities or roads; any zoning restrictions; restrictive covenants, and/or mineral reservations of record, if any, upon the following terms and conditions:

1. **PURCHASE PRICE.** The Purchase Price shall be _____ Thousand and 00/100 Dollars (\$____,000.00) upon performance of SELLERS' obligations and satisfaction of BUYER'S contingencies with adjustment for such closing costs as are customary or otherwise provided for in this Agreement, to be added to or deducted from this amount.

2. **REAL ESTATE TAXES.**

A. Unless otherwise provided in this Agreement, at closing SELLERS shall pay BUYER, or BUYER shall be given a credit for, taxes from the first day of July prior to possession to the date of possession based upon the last known actual net real estate taxes payable according to public records. However, if such taxes are based upon a partial assessment of the present property improvements or a changed tax classification as of the date of possession, such proration shall be based on the current levy rate, assessed value, legislative tax rollbacks and real estate tax exemptions that will actually be applicable as shown by the assessor's records on the date of possession.

B. BUYER shall pay all subsequent real estate taxes to the extent required by law.

3. **SPECIAL ASSESSMENTS.**

A. SELLERS shall pay at time of closing all installments of special assessments which are a lien on the Property and, if not paid, would become delinquent during the calendar year this offer is accepted, and all prior installments thereof.

B. Any preliminary or deficiency assessment which cannot be discharged by payment shall be paid by SELLERS through an escrow account with sufficient funds to pay such liens when payable, with any unused funds returned to SELLERS.

4. **RISK OF LOSS AND INSURANCE.** SELLERS shall bear the risk of loss or damage to the Property prior to closing.

5. **POSSESSION AND CLOSING.** If BUYER timely performs all obligations, possession of the Property shall be delivered to BUYER on the date of closing, and any adjustments of rent, insurance, interest, and all charges attributable to SELLERS' possession shall be made as of the date of closing. This transaction shall be considered closed, and BUYER shall take possession, upon the filing of title transfer documents and receipt of all funds due at closing from BUYER under this Agreement. Closing shall be held on such date as the parties may mutually agree, but not later than _____, 2025.

6. **CONDITION OF PROPERTY.** SELLERS make no warranties, expressed or implied, as to the condition of the Property and BUYER shall take possession to the Property "as is." BUYER acknowledges BUYER has made a satisfactory inspection of the Property and is purchasing the Property in its existing condition.

7. **ABSTRACT AND TITLE.** SELLERS shall upon execution of this Agreement provide BUYER a copy of SELLERS' abstract of title to Property or notify BUYER that SELLERS do not possess an abstract of title to the Property. BUYER shall thereafter promptly have such abstract continued through the date of this Agreement, or have a new abstract prepared, and deliver the same to BUYER'S attorney for preparation of a Title Opinion, at BUYER'S expense. The Title Opinion shall show marketable title in SELLERS in conformity with this Agreement, Iowa law, and title standards of the Iowa State Bar Association. SELLERS shall make every reasonable effort to promptly perfect title if needed. If closing is delayed due to SELLERS' inability to provide marketable title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving ten (10) days written notice to the other party.

8. **APPRAISAL.** BUYER shall obtain, at its expense, an appraisal of the Property in such form as SELLERS' mortgagee may direct for purposes of obtaining a release of the Property from SELLERS' existing mortgage, upon which release this Agreement shall be contingent.

9. **DEED.** Upon payment of the Purchase Price, SELLERS shall convey the Property to BUYER by Warranty Deed prepared by SELLERS at SELLER'S expense.

10. **SURVEY.** BUYER, at its expense, may have the Property surveyed and certified by a registered land surveyor prior to closing.

11. **ENVIRONMENTAL MATTERS.** SELLERS warrant to the best of their knowledge and belief there are no abandoned wells, solid waste disposal sites, hazardous wastes or substances or underground storage tanks located on the Property, which require remediation under current governmental standards, and SELLERS have done nothing to contaminate the Property with hazardous wastes or substances. SELLERS warrant the Property is not subject to any local, state or federal judicial or administrative action, investigation or order regarding wells, solid waste disposal sites, hazardous wastes or substances or underground storage tanks.

12. **INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM.** SELLERS represent and warrant to BUYER the Property is not served by a private sewage disposal system, and there are no known private sewage disposal systems on the property.

13. **NOTICE.** Any notice under this Agreement shall be in writing and be deemed served when it is delivered by personal delivery or mailed by certified mail, addressed to the parties at the addresses given below.

14. **GENERAL PROVISIONS.** In the performance of each part of this Agreement, time shall be of the essence. Failure to promptly assert rights herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default. This Agreement shall apply to and bind the successors in interest of the parties. This Agreement shall survive the closing. This Agreement contains the entire agreement of the parties and shall not be amended except by a written instrument duly signed by SELLERS and BUYER. Paragraph headings are for convenience of reference and shall not limit or affect the meaning of this Agreement. Words and

phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context.

15. REMEDIES OF PARTIES.

- A. If BUYER fails to timely perform this Agreement, SELLERS may forfeit it as provided in the Iowa Code (Chapter 656), and all payments made shall be forfeited; or, at SELLERS' option, upon thirty (30) days written notice of intention to accelerate the payment of the entire balance because of BUYER'S default (during which thirty days the default is not corrected), SELLERS may declare the entire balance immediately due and payable. Thereafter this Agreement may be foreclosed in equity and the Court may appoint a receiver.
- B. If SELLERS fail to timely perform this Agreement, BUYER has the right to have all payments made returned to it and declare this Agreement null and void.
- C. BUYER and SELLERS are also entitled to utilize any and all other remedies or actions at law or in equity available to them, and the prevailing parties shall be entitled to obtain judgment for costs and attorney fees.

16. REAL ESTATE AGENT OR BROKER. Neither party has used the service of a real estate agent or broker in connection with this transaction.

17. CERTIFICATION. BUYER and SELLERS each certify that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorneys' fees and costs) arising from or related to any breach of the foregoing certification.

18. APPROVAL BY CITY COUNCIL. This Agreement shall be expressly contingent upon approval by the City Council for Marshalltown, Iowa.

19. COUNTERPARTS. This Agreement may be executed in several counterparts, each of which, when so executed and delivered, shall be deemed an original, and all of which, when taken together, shall constitute the same instrument, even though all parties are not signatories to the original or the same counterpart. Furthermore, the parties may execute and deliver this Agreement by electronic means such as PDF or a similar format. BUYER and SELLERS agree that delivery of the Agreement by electronic means shall have the same force and effect as delivery of original signatures and that each of the parties may use such electronic signatures as evidence of the execution and delivery of the Agreement by all parties to the same extent as an original signature.

20. **ADDITIONAL PROVISIONS.** None if not listed in an addendum hereto.

21. **EXECUTION.** When and if executed by both SELLERS and BUYER, this Agreement shall become a binding contract.

SELLERS

Dated this _____ day of _____ 2025

Socrates Di

Moo Paw

Address: 1314 Summit Street
Marshalltown, IA 50158

Telephone: (641) 352-8513

BUYER

CITY OF MARSHALLTOWN, IOWA,
an Iowa municipal corporation

Dated this _____ day of _____ 2025

By: _____
Joel T.S. Greer, Mayor

Attest:

Alicia Hunter, City Clerk

Address: City Hall
24 North Center Street
Marshalltown, IA 50158

Telephone: (641) 754-5701

**RESOLUTION APPROVING THE PURCHASE OF .6 ACRES OF 1314 SUMMIT
STREET AT A COST OF \$ _____**

WHEREAS, The Parks & Recreation Department would like to expand West End Park to add additional parking and restroom building; and

WHEREAS, the backyard at 1314 Summit Street abuts West End Park; and

WHEREAS, the City has significantly invested in new infrastructure and aesthetics in West End Park and the acquisition of this parcel is a priority for ensuring adequate space for additional amenities; and

WHEREAS, the City Council adopted Resolution 2022-115 approving the purchase of said property for the amount of \$15,000; and

WHEREAS, the property owner has requested a new sales prices of \$ _____.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, the Mayor, City Clerk and City Administrator are authorized to execute the documents necessary to complete the purchase of .6 acres of 1314 Summit Street; and

BE IT FURTHER RESOLVED, the property purchase will be funded from 2022 G.O. Bond proceeds.

Passed this ____ day of May, 2025, and signed this ____ day of May, 2025.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

