



**MARSHALLTOWN
MORE THAN EVER**

**CITY OF MARSHALLTOWN CITY COUNCIL AGENDA
CITY HALL COUNCIL CHAMBERS
10 WEST STATE STREET
MAY 27, 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

F. CONSENT AGENDA

1. Approve Minutes 05/12/25 Meeting and Bill List \$10,404,219.98
2. Approve April 2025 Financial Statements
3. Approve Civil Service New Hire Lists for Deputy Fire Chief and Firefighter
4. Appoint Heidi Hogan to the Board of Adjustment, term 5/28/25-3/31/29 (Replacing Adrian Sanchez who resigned 4/17/25)
5. Reappoint Chris Bennett to the Civil Service Commission, term 6/14/25-6/14/29
6. Appoint Lea Husak to the Library Board of Trustees, term 7/1/25-

6/30/31 (Replacing Maureen Lyons, who is retiring at the end of the term 6/30/25)

7. Reappoint Sandy Bennett to the Library Board of Trustees, term 7/1/25-6/30/31
8. Approve Alcohol License Renewals for Casey's #1441 at 1402 S 12th Ave; Midnight Garden at 1501 S 17th Ave with outdoor service; Walgreen's at 5 E Anson St; Central Iowa Fair at 1308 E Olive St with outdoor service; Midnight Ballroom at 1700 S Center St, Ste A; El Portal at 1716 S Center St with outdoor service, Zeno's at 109 E Main St
9. Approve Retail Tobacco Renewal Applications - Hy-Vee Fast & Fresh at 808 S Center St; Hy-Vee Food Store at 802 S Center St; Food & Gas Mart at 613 N 3rd Ave; Jiffy #922 at 111 S 3rd Ave; Git-N-Go Convenience Store #34 at 3302 S Center St; Git-N-Go Convenience Store #35 at 902 W Lincoln Way; Walgreens #03196 at 5 E Anson St; Greenleaf Tobacco & Vape at 50 Lafrentz Lane, Ste J
10. Approve Device Retailer Renewal for Greenleaf Tobacco & Vape at 50 Lafrentz Lane, St J
11. Resolution Authorizing the Use of Council-Designated Local Option Sales Tax for City Hall Security Improvements
12. Resolution Allowing Open Containers on Public Ways for the Elks Lodge #312 130th Anniversary Public Event on July 12, 2025
13. Resolution Declaring Certain Property Surplus Property and Authorizing the Disposal or Sale Thereof from the Police Department
14. Resolution Declaring Certain Property, Being Asset #7117, Surplus Property and Authorizing Sale and Disposal thereof from the Parking Enforcement Division of the Housing & Community Development Department
15. Resolution Approving a Contract between the City of Marshalltown and Granicus for Community Development and Business Licensing Software and Implementation
16. Resolution Approving Contract Change Order #1 for the 6th St Trail, Project #TRL18002, a Decrease of \$10,778
17. Resolution Approving Contract Change Order #2 for the Water Plaza Project #PRK22004, an Increase of \$945
18. Resolution Approving Contract Change Order #2 for the East Main Street and Center Street Reconstruction Project, #STR22002, an Increase of \$12,880

19. Resolution Approving Contract Change Order #3 for the East Main Street and Center Street Reconstruction Project, #STR22002, an Increase of \$8,048.05
20. Resolution Approving Contract Change Order #6 for the Riverview Park Phase 1 Project, #PRK23001, an Increase of \$8,847.50
21. Resolution Memorializing the Relationship between the City of Marshalltown and the Fisher Governor Foundation for purposes of financial support for the Linn Creek District Projects
22. Resolution Approving a Professional Services Agreement for \$39,900 with HR Green, Inc for the WPC SBR Optimization and Improvements Study, #WPC25001
23. Resolution Approving a Professional Services Agreement for \$36,200 with HR Green, Inc for the WPC Industrial Pretreatment Conveyance Flow Equalization Study, #WPC25002
24. Resolution Setting Public Hearing for an Amendment to Chapter 156 Zoning - Self-Service Storage - Mini-Warehouse
25. Resolution Setting a Public Hearing for an Official Zoning Map Amendment for 915, 917, and 919 S Center Street
26. Resolution Setting a Public Hearing for an Official Zoning Map Amendment for 706 E Linn Street East to S 8th Avenue, 715 Noble Street, 710-716 Noble Street, and 713-715 E Main Street
27. Resolution Setting a Public Hearing for an Amendment to Chapter 156, Zoning - Residential Building Materials, Accessory Dwelling Units, and Board of Adjustment Powers and Procedures
28. Resolution Authorizing an Agreement with Eide Bailly LLP to Extend Audit Services for the City of Marshalltown for the Fiscal Year Ending June 30, 2025

G. MOTIONS

1. Motion to approve a temporary outdoor service amendment for The 918 at 918 N 4th Ave for the Blessing of the Bikes on June 7, 2025
2. Motion to Reconsider the 8-month Class C Retail Alcohol License for Ay Caramba Burrito Shop, 1803 S Center St from the May 12, 2025 agenda.
 - a. Motion to approve an 8-month Class C Retail Alcohol License for Ay Caramba Burrito Shop, 1803 S Center St

H. RESOLUTIONS

1. Resolution Approving a Comprehensive Plan Amendment for 706 E Linn St East to S 8th Avenue, 715 Noble St, 710-716 Noble St, and 713-715 E Main St
2. Resolution Approving a Comprehensive Plan Amendment for 915, 917, and 919 S Center Street
3. Resolution Approving the Appointment of Kelsie Stafford as Park & Recreation Director for the City of Marshalltown

I. ORDINANCES

1. 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 - 3rd Reading
2. Ordinance 15101 to Amend the Official Zoning Map for 915, 917, and 919 S Center Street from Medium Density Residential Zoning District to Mixed-Use Zoning District - 1st Reading
3. Ordinance 15102 to Amend the Official Zoning Map for Lots 1, 2, 13,14, 15, and 16, Block 1, Woods Addition to Marshall, Marshall County, Iowa and Lots 1, 2, 3, 4, and 5, Block 2, Woods Addition to Marshall, Marshall County, Iowa and Lots 11, 12, 13, 14, 15, 16, Block 3, Woods Addition to Marshall, Marshall County, Iowa from Medium Density Residential Zoning District to General Industrial Zoning District - 1st Reading
4. Ordinance 15103 to Amend the Code of Ordinances, City of Marshalltown, Iowa, Chapter 156: Zoning, Self-Service Storage - Mini-Warehouse - 1st Reading
5. Ordinance 15104 to Amend the Code of Ordinances, City of Marshalltown, Iowa, Chapter 156: Zoning, Accessory Dwelling Units, Board of Adjustment Procedures, and Residential Building Materials - 1st Reading
6. Ordinance 15105 to Amend the Code of Ordinances, City of Marshalltown, Iowa, Chapter 130 Offenses Against Peace and Safety, Section 130.018 Fireworks - 1st Reading
7. Ordinance 15106 to Amend the Code of Ordinances, City of Marshalltown, Iowa by Amending Chapter 52: Sewers and Sewage Disposal by Amending Section 52.029 User Charge System - 1st Reading
8. Ordinance 15107 to Amend the Code of Ordinances, City of Marshalltown, Iowa by Amending Chapter 53: Storm Water by

J. DISCUSSION

1. Request for Council-designated Local Option Sales Tax for a Youth and Adult Recreational Sports Master Plan
2. Lease Agreement Policy
3. Human Resources Policy Amendments
4. Neighborhood Improvement Request for Proposals Responses
5. Union Pacific Railroad Financial Incentive - 2nd Street At-Grade Crossing Closure

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
MAY 12, 2025

Mayor Greer called the meeting to order at 5:30 pm, May 12, 2025, at the City Hall Council Chambers, 10 W State Street, and led the pledge of allegiance. Roll call-Present: Fonseca, Kell, Ladehoff, Mitchell, Nichols, Schneider, Thompson. Public comments on items not on the agenda were provided. Mayor, Council, and Administrator comments were provided. Chief Jones recognized National Police Week and presented Officer Andrew Weispfenning with the Marshalltown Police Department Employee of the Year award sponsored by the Times Republican.

CONSENT AGENDA

Motion by Jeff Schneider, second by Greg Nichols to approve the consent agenda: Approve Minutes 04/28/25 Meeting and Bill List \$1,749,320.86; 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; 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; Reappoint Erin Carpenter to the Storm Water Advisory Committee, term 1/1/25-12/31/28; April 2025 Building Permit and Trade Permit Report; 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; 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; Resolution to Approve Fiscal Year 2026 Non-Bargaining Cost of Living Adjustment; Resolution Authorizing the Request of Certain Delinquent Properties be Designated for the 2025 Public Nuisance Tax Sale. Motion carried 7-0.

MOTIONS

Motion by Melisa Fonseca, second by Gary Thompson to approve a new 8- month Class C Retail Alcohol License for Ay Caramba Burrito Shop, 1803 S Center St. Councilor Thompson advised that State law says that the requirements for a license apply to all officers, directors, shareholders of a corporation and the general partners in the partnership. There are two LLCs involved, JL Investments DSM LLC and JG Assets and Management LLC. The State of Iowa records show that Jorge Sanchez is involved in JG Assets Management, so based on previous city dealings with him, he does not meet the requirements for a good reputation and good financial standing. Public comment was provided. Jorge Sanchez, 1803 S Center St, advised that he is the owner of JG Assets Management and that the new LLC was created for Maria Mendoza to operate the business. Motion failed 3-4, Mark Mitchell, Greg Nichols, Jeff Schneider, and Gary Thompson dissenting.

ORDINANCES

Mayor Greer opened the public hearing at 6:00 pm for an amendment to the Official Zoning Map for Lots 166, 167, 168, 169, 170, 171, 172, 173, 174, and 175. Clayton Ender, Assistant Director Housing and Community Development, advised that JBS 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. No written comments were received. Public comments: Dave Grieve, 128 1/2 E Main St, does not encourage JBS to grow. Tim Bradbury, 12 N 10th Ave, concerns are the smell and maintenance of the detention pond to make sure it is done well. Linda Clark, 306 S 2nd Ave, encouraged the council to look at the total picture with the smell from the facility. Brad Carl, JBS, advised that the detention basin is a requirement of the city and will replace the existing basin that has been well-maintained. The public hearing was closed at 6:12 pm. Motion by Greg Nichols, second by Jeff Schneider to adopt the 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. Motion carried 6-1, Mark Mitchell dissenting.

DISCUSSION

Glenn Kiddo, developer for The Shops at Marshalltown, LLC, presented an overview of the mall renovation. The proposed redevelopment includes \$2 million in site work, \$2.4 million in facade improvements, and over \$17 million in interior work to offer new consumer retail opportunities. John Hall, Marshalltown Area Chamber of Commerce, advised that the tax increment financing request is not to exceed \$7.25 million over 20 years, with a minimum assessment of \$23.5 million. Public comment was provided. Motion by Greg Nichols, second by Mike Ladehoff to bring forward a development agreement requested by Shops at Marshalltown, LLC for Tax Increment Financing (TIF) Assistance for Redevelopment of the Marshalltown Mall. Motion carried 6-1, Mark Mitchell dissenting.

Carol Webb, City Administrator, presented the Marshalltown Football League (MFL) lease agreement that was approved by the council in October 2024. The lease includes the water usage fees, which the City is now responsible for. Historically, utilities are passed on to the leasee. MFL is opposed to paying the water usage fees and would like the city to cover them. The council would like to see the Marshalltown Water Works reconsider charging for recreational facilities. Public comment was provided. Monte Eaton, 2460 Reed Ave, advised that this is a financial burden to MFL, as insurance, equipment, maintenance, and referee costs have all increased. The City has already agreed to waive the sewer and stormwater fee. Walter Anderson, 1211 Glenwood Terrace, President of MFL, advised use of the field irrigation is necessary to keep the field safe to play on. MFL has increased registration fees to help with the increases, but it will not cover the water. Motion by Jeff Schneider, second by Barry Kell to pay the water bill through the Parks and Recreation Department, and have Parks and Recreation monitor the water application and usage. Motion failed 2-5, Barry Kell, Mike Ladehoff, Mark Mitchell, Greg Nichols, and Gary Thompson dissenting. Motion by Jeff Schneider, second by Greg Nichols to bring forward a proposal for a placemaking plan for all the sports complexes in town. Motion

carried 7-0. Motion by Gary Thompson, second by Jeff Schneider to continue an administrative extension of the MFL lease to pay the water bill and refund the MFL any bills that have been paid. Motion carried 7-0.

Alicia Hunter, City Clerk, presented a request for council-designated local option sales tax to complete interior building improvements in order to have the exterior building door unlocked to improve access to public meetings. Public comment was provided. Motion by Greg Nichols, second by Mike Ladehoff to bring forward a resolution for use of Council-Designated Local Option Sales Tax not to exceed \$12,000 for City Hall Security Improvements. Motion carried 7-0.

CLOSED SESSION

Motion by Jeff Schneider, second by Greg Nichols to go into closed session Closed session pursuant to Section 21.5 subsection (1) paragraph (j) OF THE CODE OF IOWA to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property. The City of Marshalltown has an attorney-client relationship with Lynch Dallas P.C., by Council Resolution 2022-161, approved 06/13/22. There may be council action by motion following the closed session if directed by the city's attorney. Motion carried 7-0, and the council entered closed session at 7:48 pm. Motion by Mike Ladehoff, second by Gary Thompson to exit closed session. Motion carried 7-0, and the council entered open session at 7:53 pm.

Motion by Jeff Schneider, second by Greg Nichols to approve Resolution Approving Purchase of 0.6 Acres of 1314 Summit Street at a cost of \$20,000 for expansion of West End Park. Motion carried 7-0.

ADJOURNMENT

The meeting was adjourned at 7:55 pm.

Respectfully Submitted,

CITY OF MARSHALLTOWN, IOWA



Alicia Hunter, CMC, City Clerk

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

BILL LIST 05/27/25

Advertising

Fink,K/1	5.97
FirstIntBank/2	754.41
TR/1	352.64

Consulting & Professional Fees

1st Inter Bank/1	29.00
Bolton&Menk.Inc/3	55,595.50
FirstIntBank/1	75.00
FOX Strand/1	11,052.75
Hawkeye Poly/1	350.00
Howard.R.Green/1	4,620.50
Iowa.One.Call/1	61.20
Lynch.Dallas.PC/8	8,919.20
Resource Consul/1	2,187.50
Snyder & Assoc/1	27,800.00
TE Forensics/1	3,330.00
YSS Grants Bill/3	25,786.20

Contracts

AAA.Septic/2	445.00
ARL/1	7,210.63
Availa Bank/1	49,864.08
City.Laundering/2	187.91
CONSOLIDATED.FL/1	3,592.20
Construct/1	329,357.47
Edge Commercial/1	229,106.99
Electric.Pump/1	29,671.64
Eocene Envir Gr/1	8,339.75
FirstIntBank/10	1,222.00
Glenwood Mtown/1	6,575.82
Hanke,R/1	105.50
Hansen,S/1	1,060.00
Howrey Construc/1	86,896.03
McFarland.Cl/1	133,252.41
Mechdyne Co/1	64,852.13
MEDIC/1	2,500.00
Menards/1	57,720.70
Midw.Auto.Fire/1	285.00
Midwest.Safety./1	90.00
Mtown Lofts LLC/1	54,428.06
Mtwn.Co/1	60,535.00
Nutri.Ject.Sys/2	31,252.06
Prairie Waste/9	719.97
Racom.Corp/4	16,517.98
Regalado's Real/1	36,469.62
RK.Dixon/1	337.48
SAFETY.KLEEN/1	1,022.80
Schendel.Pest.C/5	172.54
Schumacher.Elev/3	844.76
Sensys Gats/2	13,510.00
ServiceMaster/2	2,061.50
The Shredder/1	54.00
Thermo Systems/1	6,118.62
Titan.Machinery/1	15,000.00
UBT/1	8,000.00

WillardProperty/1	91,133.00
Woodman.Control/1	2,302.79
Xerox Corp/3	397.85

Debt Service

UMB.Bank.NA/36	7,963,753.65
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Equipment

BDH/1	2,243.88
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Library Books

Baker & Taylor/77	3,562.37
Book Farm LLC/1	1,297.40
BRODART.CO/16	1,823.42
Cengage.Learng/4	766.21
CenterPoint.Prn/2	337.98
FirstIntBank/44	2,687.30
PENWORTHY.CO/1	153.34
Playaway Prod/2	379.08
Weathered Fence/1	26.99

Medical

FirstIntBank/6	35.00
Health.Partners/2	34,394.70
Hunter Lane LLC/2	1,641.41
Unity Point-Occ/2	107.00

Payroll.Net

Payroll/1	353,525.34
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Refund/Reimbursed

Bainter, Elva/1	39.53
Baker & Taylor/7	165.59
City 6th St MFL/1	48.94
Edwards, Jack/1	130.00
FirstIntBank/2	10.43
Lavender, Jerem/1	42.35
Melgoza,V/1	23.30
Quigley,Danessa/1	78.05
Stalzer, Brooke/1	33.92
Weatherman,M/1	36.52

Service/Repairs

AAA.Septic/1	100.00
AERZEN.USA/1	4,476.20
Airgas USA Inc/1	566.09
BG.HVAC.INC/1	471.45
Cline, Troy/10	15,510.00
Electric.Supply/3	502.71
Elks Lodge #312/1	3,343.03
FirstIntBank/86	9,022.51
Global Paymt/1	728.38
Granite Telecom/34	2,036.52
Grewell Lawn/1	667.50
HawkinsElectric/1	435.00
Heart.of.Iowa/4	1,177.86
Hotsy.Cleaning/1	482.90
IA.Pump.Works/1	20,342.77
IA.Treasurer/3	16,980.13
Land, Karen/1	600.00

BILL LIST 05/27/25

LeadsOnline/1	4,620.00	Martin.Marietta/4	1,568.76
LENZ,D/1	495.00	Menards/20	1,003.65
M.Co.Recorder/1	87.00	Microbac Lab/1	244.00
McAtee.Tire/1	40.00	Midland.Scienti/4	1,459.49
Menards/8	581.80	Murphy Tractor/1	435.57
Milestone Outdo/2	1,579.00	Northern.Lights/3	-215.98
Murilla, Maria/1	750.00	Norton.Greenhse/1	3,314.00
Murphy Tractor/1	2,224.97	Office.Express/2	428.72
ORTEGA,L/1	45.00	Plumb.Supply/1	122.85
Osman,Mikayla/1	800.00	Racom.Corp/3	525.00
Racom.Corp/1	388.50	Regents Univ MN/2	2,238.00
Rain Drop/1	467.00	Ruiz, Sergio/1	14.91
Ruiz, Sergio/1	53.50	SE.Jones.Indust/1	79.75
Scharnweber. Wtr/1	27.00	Showcases,Inc/1	1,632.96
T.S.Y.S./2	769.60	Star.Equipmt/1	203.23
Thiesens.Supply/3	74.97	Sub.City/1	92.00
UnityPoint Heal/1	1,152.00	Thiesens.Supply/12	995.16
Vajgrt.R/2	1,760.00	Thompsons True/1	22.48
Walsh Door & Ha/1	3,814.09	Turnout Managem/1	894.44
White Cap/1	225.96	Vajgrt.R/1	-37.37
WW.Grainger/2	49.61	Vanwall Equip/1	461.94
State Oper Grant		Taxes Paid	
Northern.Lights/1	1,123.67	IA.Treasurer/1	23.11
Supplies/Parts		Travel/Training	
Acco Unlimited/1	350.00	Bullinger, Erik/1	4,439.00
AdlandEngraving/1	35.00	FirstIntBank/22	3,904.06
Arnold.Motor/11	510.22	HEITMAN,P/2	230.21
Atlantic.Bottli/1	538.28	Mukala, Anderso/1	100.00
Atticus Enter/3	8,283.00	Utilities	
BDH/1	3,240.00	City 6th St MFL/5	1,439.21
Bitumnous/8	5,196.62	ConsumersEnergy/3	375.16
BookPage/1	420.00	I.R.U.A./1	179.44
Cessford/2	1,203.75	Mtwn. Wtrwrks/1	823.35
City.Laundering/4	205.61	WoodRiver.Enrgy/2	536.45
Cntrl.IA.Distr/4	1,377.00	Wage Assignment	
Cntrl.IA.Farm/1	155.10	American.Educa./1	64.41
Crop.Rite.Inc/1	480.00	Collection.Svs./5	1,228.86
Dale,C/2	40.88	Colonial.Life/1	271.49
DEMCO Inc/1	576.69	Fidelity Securi/2	467.90
Diamond Vogel/3	7,480.00	FirstIntBank/4	542.51
Doll Distrib/1	492.35	Hudnutt, Tonya/2	650.00
Engineered Equi/1	570.76	I.P.E.R.S./8	93,201.02
Envisionware/1	589.40	I.R.S./6	93,805.39
Fastenal.Co/2	39.16	IA.Treasurer/2	14,267.26
Fink,K/1	6.49	ICMA457Mission/11	13,974.39
FirstIntBank/119	20,090.27	M.F.P.R.S.I./4	133,044.55
Galls.LLC/4	515.08	Polk.Co.Sheriff/1	330.79
Gillig.LLC/2	417.12	TotalAdmin.Serv/4	8,274.65
Gutekunst Libra/1	50.00	United.Way/2	1,091.84
Hawkeye.Truck/1	99.09	Total/843	10,404,219.98
IA Co Attorney/1	270.00		
IA.Prison.Ind/1	1,178.40		
Interst.Battery/2	144.00		
Kiesler Police/4	658.00		
Logan.Contract/1	210.52		

BILL LIST 05/27/25

Account Number	Vendor Name	Description (Item)	Amount
001.4030.5342.000	AAA Septic Service Inc	West End Park	\$ 175.00
001.4030.5342.000	AAA Septic Service Inc	Mega 10 Park	\$ 270.00
690.8050.5380.000	AAA Septic Service Inc	Fisher Community Center Bus Shelter	\$ 100.00
001.4030.5460.000	Acco Unlimited	CPO registration- Titus	\$ 350.00
140.4030.5611.000	Adland Engraving	Kaplan memorial plate	\$ 35.00
610.8015.5410.000	AERZEN USA CORPORATION	Turbo blower service call New I/O board	\$ 4,476.20
610.8015.5380.000	Airgas USA Inc	WPCP cylinder lease renewal to 5/31/26	\$ 566.09
999.1121.000	American Education Services	Wage Withholding	\$ 64.41
001.1090.5331.000	Animal Rescue League	Annual contract -animals within city limits	\$ 7,210.63
001.1050.5600.000	Arnold Motor Supply	FD oil dry	\$ 145.24
001.4030.5562.000	Arnold Motor Supply	Parks water trailer U-bolt kit	\$ 46.25
001.6050.5565.000	Arnold Motor Supply	Vehicle repairs 2018 Ford Escape	\$ 168.44
110.2010.5565.000	Arnold Motor Supply	Patch truck spark plug	\$ 3.18
110.2010.5600.000	Arnold Motor Supply	power steering fluid	\$ 8.32
110.2010.5600.000	Arnold Motor Supply	oil A/C and silicone adhesive	\$ 62.21
110.2010.5600.000	Arnold Motor Supply	Hardware gasket truck 6	\$ 10.65
610.8016.5565.000	Arnold Motor Supply	Vactor rodder hose end	\$ 23.05
610.8016.5600.000	Arnold Motor Supply	Zip ties Mechdyne pipe removal debris	\$ 15.97
740.8065.5565.000	Arnold Motor Supply	Vactor rodder hose end	\$ 15.90
740.8065.5600.000	Arnold Motor Supply	Zip ties Mechdyne pipe removal debris	\$ 11.01
001.4066.5613.000	Atlantic Bottling Co	Coliseum resale products	\$ 538.28
140.4030.5609.000	Atticus Enterprises LLC	Memorial Tree	\$ 220.00
341.5010.5609.000	Atticus Enterprises LLC	Forestry Tree Grant	\$ 3,545.00
341.5010.5609.000	Atticus Enterprises LLC	Marshalltown TF trees	\$ 4,518.00
125.5020.5331.000	Availa Bank	TIF Agreement Marshallgaam Lodging Holiday Inn	\$ 49,864.08
001.4045.5410.000	B&G HVAC INC	De-winterize Aquatic Center	\$ 471.45
610.8015.5980.000	Bainter, Elva	Sewer refund filled swimming pool	\$ 39.53
030.4010.5732.000	Baker & Taylor Inc	Juvenile book	\$ 55.40
030.4010.5732.000	Baker & Taylor Inc	reference books	\$ 179.20
030.4010.5732.000	Baker & Taylor Inc	Adult non fiction or fiction books	\$ 10.80
030.4010.5732.000	Baker & Taylor Inc	Adult non fiction or fiction books	\$ 62.14
030.4010.5732.000	Baker & Taylor Inc	Adult non fiction or fiction books	\$ 66.87
030.4010.5732.000	Baker & Taylor Inc	Adult non fiction or fiction books	\$ 11.39
030.4010.5732.000	Baker & Taylor Inc	Adult non fiction or fiction books	\$ 33.63
030.4010.5732.000	Baker & Taylor Inc	Adult non fiction or fiction books	\$ 18.99
030.4010.5732.000	Baker & Taylor Inc	Adult non fiction or fiction books	\$ 46.73
030.4010.5732.000	Baker & Taylor Inc	Adult non fiction or fiction books	\$ 17.99
030.4010.5732.000	Baker & Taylor Inc	Adult non fiction or fiction books	\$ 16.50
030.4010.5732.000	Baker & Taylor Inc	Adult non fiction or fiction books	\$ 19.95
030.4010.5732.000	Baker & Taylor Inc	Adult non fiction or fiction books	\$ 35.09
030.4010.5732.000	Baker & Taylor Inc	reference books	\$ 54.60
030.4010.5732.000	Baker & Taylor Inc	Adult non fiction or fiction books	\$ 16.52
030.4010.5732.000	Baker & Taylor Inc	Adult non fiction or fiction books	\$ 4.79
030.4010.5732.000	Baker & Taylor Inc	Adult non fiction or fiction books	\$ 40.98
030.4010.5732.000	Baker & Taylor Inc	Adult non fiction or fiction books	\$ 155.47
030.4010.5732.000	Baker & Taylor Inc	Adult non fiction or fiction books	\$ 10.79
030.4010.5732.000	Baker & Taylor Inc	Adult non fiction or fiction books	\$ 32.48
030.4010.5732.000	Baker & Taylor Inc	Adult non fiction or fiction books	\$ 16.53
030.4010.5732.000	Baker & Taylor Inc	Adult non fiction or fiction books	\$ 16.53
030.4010.5732.000	Baker & Taylor Inc	Adult non fiction or fiction books	\$ 51.29
030.4010.5732.000	Baker & Taylor Inc	Adult non fiction or fiction books	\$ 10.79
030.4010.5732.000	Baker & Taylor Inc	Adult non fiction or fiction books	\$ 11.39
030.4010.5732.000	Baker & Taylor Inc	Adult non fiction or fiction books	\$ 117.73
030.4010.5732.000	Baker & Taylor Inc	Adult non fiction or fiction books	\$ 164.65
030.4010.5732.000	Baker & Taylor Inc	Adult non fiction or fiction books	\$ 16.52
030.4010.5732.000	Baker & Taylor Inc	Adult non fiction or fiction books	\$ 17.10
030.4010.5732.000	Baker & Taylor Inc	Adult non fiction or fiction books	\$ 91.20
030.4010.5732.000	Baker & Taylor Inc	Adult non fiction or fiction books	\$ 16.14
030.4010.5732.000	Baker & Taylor Inc	Adult non fiction or fiction books	\$ 18.24
030.4010.5732.000	Baker & Taylor Inc	Adult non fiction or fiction books	\$ 17.97
030.4010.5732.000	Baker & Taylor Inc	Adult non fiction or fiction books	\$ 32.40
030.4010.5732.000	Baker & Taylor Inc	Adult non fiction or fiction books	\$ 16.53
030.4010.5732.000	Baker & Taylor Inc	Adult non fiction or fiction books	\$ 35.73
030.4010.5732.000	Baker & Taylor Inc	Adult non fiction or fiction books	\$ 197.38
030.4010.5732.000	Baker & Taylor Inc	Adult non fiction or fiction books	\$ 17.10
030.4010.5732.000	Baker & Taylor Inc	Adult non fiction or fiction books	\$ 10.26
030.4010.5732.000	Baker & Taylor Inc	Adult non fiction or fiction books	\$ 16.53
030.4010.5732.000	Baker & Taylor Inc	Adult non fiction or fiction books	\$ 15.96
030.4010.5732.000	Baker & Taylor Inc	Adult non fiction or fiction books	\$ 133.10

030.4010.5732.000	Baker & Taylor Inc	reference book	\$	17.10
030.4010.5732.000	Baker & Taylor Inc	Adult non fiction or fiction books	\$	15.96
030.4010.5732.000	Baker & Taylor Inc	Adult non fiction or fiction books	\$	102.79
030.4010.5732.000	Baker & Taylor Inc	Adult non fiction or fiction books	\$	11.39
030.4010.5732.000	Baker & Taylor Inc	Adult graphic novels	\$	29.59
030.4010.5732.000	Baker & Taylor Inc	Adult non fiction or fiction books	\$	11.40
030.4010.5732.000	Baker & Taylor Inc	Adult non fiction or fiction books	\$	78.08
030.4010.5732.000	Baker & Taylor Inc	Adult non fiction or fiction books	\$	38.00
030.4010.5732.000	Baker & Taylor Inc	Adult non fiction or fiction books	\$	16.53
030.4010.5732.000	Baker & Taylor Inc	Adult non fiction or fiction books	\$	50.44
030.4010.5732.000	Baker & Taylor Inc	Adult non fiction or fiction books	\$	22.78
030.4010.5732.000	Baker & Taylor Inc	Adult non fiction or fiction books	\$	25.65
030.4010.5732.000	Baker & Taylor Inc	Adult non fiction or fiction books	\$	192.93
030.4010.5732.000	Baker & Taylor Inc	Adult non fiction or fiction books	\$	11.39
030.4010.5732.000	Baker & Taylor Inc	Adult non fiction or fiction books	\$	16.76
030.4010.5732.000	Baker & Taylor Inc	Adult non fiction or fiction books	\$	53.46
030.4010.5732.000	Baker & Taylor Inc	Adult non fiction or fiction books	\$	17.10
030.4010.5732.000	Baker & Taylor Inc	Adult non fiction or fiction books	\$	18.04
030.4010.5732.000	Baker & Taylor Inc	Adult non fiction or fiction books	\$	18.99
030.4010.5732.000	Baker & Taylor Inc	Adult non fiction or fiction books	\$	169.26
030.4010.5732.000	Baker & Taylor Inc	Adult non fiction or fiction books	\$	45.60
030.4010.5732.000	Baker & Taylor Inc	Adult non fiction or fiction books	\$	11.97
030.4010.5732.000	Baker & Taylor Inc	Adult non fiction or fiction books	\$	15.96
030.4010.5732.000	Baker & Taylor Inc	Adult non fiction or fiction books	\$	102.00
030.4010.5732.000	Baker & Taylor Inc	Adult non fiction or fiction books	\$	17.10
030.4010.5732.000	Baker & Taylor Inc	Adult non fiction or fiction books	\$	183.29
030.4010.5732.000	Baker & Taylor Inc	Adult non fiction or fiction books	\$	17.10
030.4010.5732.000	Baker & Taylor Inc	Adult non fiction or fiction books	\$	35.34
030.4010.5732.000	Baker & Taylor Inc	Adult non fiction or fiction books	\$	26.12
030.4010.5732.000	Baker & Taylor Inc	Adult non fiction or fiction books	\$	15.96
030.4010.5732.000	Baker & Taylor Inc	Adult non fiction or fiction books	\$	142.17
030.4010.5732.000	Baker & Taylor Inc	Adult non fiction or fiction books	\$	16.79
030.4010.5732.000	Baker & Taylor Inc	Adult non fiction or fiction books	\$	16.53
030.4010.5732.000	Baker & Taylor Inc	Adult non fiction or fiction books	\$	52.43
030.4010.5732.000	Baker & Taylor Inc	printed books	\$	14.99
170.4010.5734.000	Baker & Taylor Inc	Jim Douds memorial fund	\$	23.74
170.4010.5734.000	Baker & Taylor Inc	West memorial book	\$	23.94
170.4010.5734.000	Baker & Taylor Inc	Adult non fiction or fiction books	\$	43.23
170.4010.5734.000	Baker & Taylor Inc	Adult non fiction or fiction books	\$	16.53
170.4010.5734.000	Baker & Taylor Inc	Marshall Cty Medical Alliance gift book	\$	25.46
170.4010.5734.000	Baker & Taylor Inc	Venita Connley memorial book	\$	15.59
170.4010.5734.000	Baker & Taylor Inc	Barbara Hildahl honor book	\$	17.10
001.4010.5703.000	BDH INFORMATION TECHNOLOGY LLC	Library public access desktop computers	\$	3,240.00
110.2060.5740.000	BDH INFORMATION TECHNOLOGY LLC	Engr Asst computer set up	\$	2,243.88
110.2010.5617.000	Bitumnous Materials & Supply	emulsified asphalt	\$	548.99
110.2010.5617.000	Bitumnous Materials & Supply	emulsified asphalt	\$	573.38
110.2010.5617.000	Bitumnous Materials & Supply	emulsified asphalt	\$	500.14
110.2010.5617.000	Bitumnous Materials & Supply	emulsified asphalt	\$	1,067.38
110.2010.5617.000	Bitumnous Materials & Supply	emulsified asphalt	\$	536.74
110.2010.5617.000	Bitumnous Materials & Supply	emulsified asphalt	\$	542.83
110.2010.5617.000	Bitumnous Materials & Supply	emulsified asphalt	\$	536.74
110.2010.5617.000	Bitumnous Materials & Supply	emulsified asphalt	\$	890.42
363.2012.5233.000	Bolton & Menk Inc	Professional Serv - State St Recon 3/29/25-4/25/25	\$	2,407.00
364.2012.5233.000	Bolton & Menk Inc	Increase	\$	49,610.50
364.4030.5233.000	Bolton & Menk Inc	RV Pk - DG Amend & Const Engr On Call 3/17-4/11/25	\$	3,578.00
030.4010.5732.000	Book Farm LLC	Juvenile books	\$	1,297.40
001.4010.5731.000	BOOKPAGE	Perocials	\$	420.00
030.4010.5732.000	Brodart Co	Juvenile books	\$	119.97
030.4010.5732.000	Brodart Co	Juvenile books	\$	66.95
030.4010.5732.000	Brodart Co	Juvenile books	\$	98.93
030.4010.5732.000	Brodart Co	Juvenile books	\$	281.23
030.4010.5732.000	Brodart Co	Juvenile books	\$	224.81
030.4010.5732.000	Brodart Co	Juvenile books	\$	68.45
030.4010.5732.000	Brodart Co	Juvenile books	\$	49.78
030.4010.5732.000	Brodart Co	Juvenile books	\$	47.68
030.4010.5732.000	Brodart Co	Juvenile books	\$	69.08
030.4010.5732.000	Brodart Co	Juvenile books	\$	169.73
030.4010.5732.000	Brodart Co	Juvenile books	\$	68.48
030.4010.5732.000	Brodart Co	Juvenile books	\$	73.15
030.4010.5732.000	Brodart Co	Juvenile books	\$	46.50
030.4010.5732.000	Brodart Co	Juvenile books	\$	157.75
030.4010.5732.000	Brodart Co	Juvenile books	\$	159.38
030.4010.5732.000	Brodart Co	Juvenile books	\$	121.55

001.1050.5475.000	Bullinger, Erik	Assessment - Deputy Fire Chief	\$ 4,439.00
030.4010.5732.000	Cengage Learning Inc	Adult fiction or non fiction books	\$ 610.27
030.4010.5732.000	Cengage Learning Inc	Adult fiction or non fiction	\$ 28.49
030.4010.5732.000	Cengage Learning Inc	Adult fiction or non fiction	\$ 101.21
170.4010.5732.000	Cengage Learning Inc	Tye grant books	\$ 26.24
030.4010.5732.000	Center Point Large Print	large type book	\$ 23.37
170.4010.5732.000	Center Point Large Print	adult fiction or non fiction	\$ 314.61
001.4010.5600.000	Central Iowa Distributing Inc	Library cleaning supplies	\$ 703.00
001.4010.5718.000	Central Iowa Distributing Inc	GO Fit backpack multi tool	\$ 592.00
001.6050.5600.000	Central Iowa Distributing Inc	Custodial cleaning supplies	\$ 41.00
001.6051.5600.000	Central Iowa Distributing Inc	Custodial cleaning supplies	\$ 41.00
001.2080.5565.000	Central Iowa Farm Store Inc	Airport equipment filter	\$ 155.10
110.2010.5620.000	Cessford	Street dept crushed rock	\$ 981.75
110.2010.5620.000	Cessford	Street dept crushed rock	\$ 222.00
001.4030.5483.000	City 6th St Complex MFL	Reimb MFL penalty FY25	\$ 61.75
001.4030.5483.000	City 6th St Complex MFL	Reimb MFL water 09/01-9/30/24	\$ 119.81
001.4030.5483.000	City 6th St Complex MFL	Reimb MFL connection fee FY25	\$ 315.00
001.4030.5483.000	City 6th St Complex MFL	Reimb MFL water 10/01-10/31/24	\$ 340.85
001.4030.5483.000	City 6th St Complex MFL	Reimb MFL water 8/18-8/31/24	\$ 601.80
610.8015.5980.000	City 6th St Complex MFL	Reimb MFL irrigation fees FY25	\$ 48.94
110.2010.5342.000	CITY LAUNDERING COMPANY	cleaning and insurance	\$ 146.66
110.2010.5342.000	CITY LAUNDERING COMPANY	cleaning and insurance	\$ 41.25
110.2010.5600.000	CITY LAUNDERING COMPANY	supplies	\$ 92.79
110.2010.5600.000	CITY LAUNDERING COMPANY	supplies	\$ 26.30
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
001.1075.5261.000	Cline, Troy	1012 E Main St yard clean up	\$ 230.00
001.1075.5261.000	Cline, Troy	landfill fee	\$ 100.00
001.1075.5261.000	Cline, Troy	309 N 3rd Ave clean up	\$ 280.00
001.1075.5261.000	Cline, Troy	landfill fee	\$ 75.00
001.1075.5261.000	Cline, Troy	landfill fee	\$ 540.00
001.1075.5261.000	Cline, Troy	1211 W Main St garbage clean up	\$ 1,140.00
001.1075.5263.000	Cline, Troy	City owned property mowings	\$ 770.00
001.1075.5263.000	Cline, Troy	City owned property mowings	\$ 440.00
001.1075.5263.000	Cline, Troy	City owned property mowings	\$ 935.00
001.1075.5263.000	Cline, Troy	City owned property mowings	\$ 11,000.00
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
001.1050.5344.000	CONSOLIDATED FLEET SERVICES INC	Aerial ladder testing	\$ 3,592.20
364.2012.5342.000	CONSTRUCT INC	E Main/Center Recon- Base+Alt 1 & 2. 3/31-4/30/25	\$ 329,357.47
110.2030.5481.000	Consumers Energy Coop	City of Marshalltown	\$ 220.32
110.2040.5481.000	Consumers Energy Coop	City of Marshalltown	\$ 82.46
110.2040.5481.000	Consumers Energy Coop	City of Marshalltown	\$ 72.38
610.8015.5600.000	CROP RITE INC	WPCP weed killer	\$ 480.00
001.4030.5570.000	DALE, CALVIN	gas and couplers	\$ 7.74
001.4045.5611.000	DALE, CALVIN	gas and couplers	\$ 33.14
001.4010.5600.000	DEMCO Inc	Durafold book jacket covers and dot labels	\$ 576.69
110.2010.5628.000	Diamond Vogel	Dual coated paint beads	\$ 2,860.00
110.2010.5628.000	Diamond Vogel	Dual coated paint beads	\$ 2,860.00
110.2010.5628.000	Diamond Vogel	Dual coated paint beads	\$ 1,760.00
001.4066.5613.000	Doll Distributing LLC	Coliseum resale products	\$ 492.35
364.4030.5342.000	Edge Commercial LLC	Water Plaza Cons Contract2/12/25-4/30/25	\$ 229,106.99
001.4030.5980.000	Edwards, Jack	Reunion hall rental	\$ 130.00
610.8016.5765.000	ELECTRIC PUMP INC	YMCA lift station pump replacement	\$ 29,671.64
001.4030.5410.000	Electric Supply of Marshalltown	Riverview shower house light bulbs	\$ 52.60
140.4030.5410.000	Electric Supply of Marshalltown	Little League Park repairs	\$ 369.66
140.4030.5410.000	Electric Supply of Marshalltown	Little League Park cover panel	\$ 80.45
610.8015.5600.000	Engineered Equipment Solutions LLC	rebuild kit for digester drip pan	\$ 570.76
001.4010.5600.000	ENVISIONWARE	Blank labels	\$ 589.40
133.2900.5342.000	Eocene Environmental Group Inc	EPA Brownfields Assistance Program	\$ 8,339.75
001.4045.5611.000	FASTENAL COMPANY	hex drive screws	\$ 12.36
001.4045.5611.000	FASTENAL COMPANY	phillips drive screws	\$ 26.80
999.1125.000	Fidelity Security Life Insurance	VISION INSURANCE	\$ 330.44
999.1125.000	Fidelity Security Life Insurance	VISION INSURANCE	\$ 137.46
001.4010.5210.000	FINK, KATHRYN S	Advertising	\$ 5.97
001.4010.5601.000	FINK, KATHRYN S	Lemonade and cups	\$ 6.49
001.1010.5230.000	First Interstate Bank	Trans Union Intel requests	\$ 75.00
001.1010.5280.000	First Interstate Bank	Canva digital creator subscription	\$ 14.99
001.1010.5347.000	First Interstate Bank	Drone license	\$ 749.00

001.1010.5360.000	First Interstate Bank	Stamps.com monthly charge	\$	19.99
001.1010.5360.000	First Interstate Bank	HyVee postage	\$	5.86
001.1010.5360.000	First Interstate Bank	USPS postage	\$	5.58
001.1010.5360.000	First Interstate Bank	HyVee Citizens Academy ice	\$	5.98
001.1010.5370.000	First Interstate Bank	Vistaprint business cards- Watson	\$	41.28
001.1010.5370.000	First Interstate Bank	Vistaprint business cards Siegert	\$	34.98
001.1010.5370.000	First Interstate Bank	4 imprint recruitment supplies	\$	256.14
001.1010.5460.000	First Interstate Bank	Mid States Organized Crime Conference	\$	195.00
001.1010.5460.000	First Interstate Bank	Steel City Drone training	\$	125.00
001.1010.5460.000	First Interstate Bank	IPCA conference registration	\$	175.00
001.1010.5460.000	First Interstate Bank	Grey Group Training registration -High Threat	\$	1,802.00
001.1010.5462.000	First Interstate Bank	DSM parking meters	\$	2.50
001.1010.5465.000	First Interstate Bank	Hilton Atlanta	\$	783.03
001.1010.5465.000	First Interstate Bank	Kalahari Resort- Mid States Crime conference	\$	104.00
001.1010.5565.000	First Interstate Bank	USS Polaris shift cable	\$	184.99
001.1010.5570.000	First Interstate Bank	Kwik Star Mid Ia Task Force vehicle gas	\$	42.32
001.1010.5600.000	First Interstate Bank	Amazon Samsung galaxy phone case	\$	23.95
001.1010.5600.000	First Interstate Bank	USA Clean vacuum handle	\$	23.54
001.1010.5600.000	First Interstate Bank	Amazon janitor supplies	\$	92.22
001.1010.5600.000	First Interstate Bank	Intoximeters mouth pieces	\$	135.00
001.1010.5600.000	First Interstate Bank	HyVee foam cups PD kitchen	\$	10.66
001.1010.5600.000	First Interstate Bank	Amazon hand patrol supplies	\$	24.90
001.1010.5600.000	First Interstate Bank	Amazon tile for patrol key	\$	24.98
001.1010.5600.000	First Interstate Bank	AMAZON FUEL GUAGE	\$	13.89
001.1010.5605.000	First Interstate Bank	Amazon folders, wall file, wall charger	\$	45.96
001.1010.5718.000	First Interstate Bank	DSLR drone battery	\$	125.99
001.1010.5718.000	First Interstate Bank	DJI drone accessories	\$	50.29
001.1010.5718.000	First Interstate Bank	Amazon hand patrol supplies	\$	499.92
001.1050.5132.000	First Interstate Bank	Fire dept gloves	\$	158.65
001.1050.5450.000	First Interstate Bank	T-Mobile Fire dept services	\$	354.49
001.1050.5475.000	First Interstate Bank	Fire Dept Chief assessment hotel rooms	\$	577.92
001.1050.5475.000	First Interstate Bank	HyVee Fire deputy Chief assessment	\$	51.64
001.1050.5475.000	First Interstate Bank	Jimmy Johns Fire deputy chief assessments	\$	100.28
001.1050.5570.000	First Interstate Bank	Kwik Star small engine gas	\$	50.72
001.1050.5600.000	First Interstate Bank	Amazon printer cartridges	\$	87.89
001.1050.5600.000	First Interstate Bank	Amazon batteries	\$	27.18
001.1050.5600.000	First Interstate Bank	Fareway - Fire dept gatorade	\$	44.91
001.1050.5600.000	First Interstate Bank	Amazon command strips	\$	9.60
001.1050.5600.000	First Interstate Bank	Webstaurant Store coffee machine part	\$	79.33
001.1071.5360.000	First Interstate Bank	USPS -Housing postage	\$	65.00
001.1071.5360.000	First Interstate Bank	USPS Housing postage	\$	65.00
001.1075.5360.000	First Interstate Bank	Endicia online postage	\$	150.00
001.1075.5360.000	First Interstate Bank	USPS -Housing postage	\$	100.00
001.1075.5360.000	First Interstate Bank	USPS Housing postage	\$	200.00
001.1075.5360.000	First Interstate Bank	Endica online postage	\$	63.17
001.1075.5360.000	First Interstate Bank	Endicia online postage	\$	300.00
001.1075.5360.000	First Interstate Bank	Endicia online postage	\$	300.00
001.1075.5450.000	First Interstate Bank	Nuisance and Parking cell phone	\$	40.23
001.1075.5450.000	First Interstate Bank	Nuisance iPad	\$	41.27
001.1075.5460.000	First Interstate Bank	Iowa League of Cities Nuisance Abatement Conf	\$	300.00
001.1075.5464.000	First Interstate Bank	Conference meal	\$	63.46
001.1099.5410.000	First Interstate Bank	DigiKey MAU-1 smart cable	\$	121.26
001.1099.5410.000	First Interstate Bank	Home Rental scaffolding rental	\$	82.00
001.2010.5342.000	First Interstate Bank	Tri State Lock service call, deadbolt lock	\$	22.50
001.2020.5450.000	First Interstate Bank	Nuisance and Parking cell phone	\$	40.22
001.2030.5151.000	First Interstate Bank	Clearing House drug & alcohol testing	\$	0.82
001.2040.5151.000	First Interstate Bank	Clearing House drug & alcohol testing	\$	0.82
001.4010.5280.000	First Interstate Bank	ALA membership - Rosenblum	\$	210.00
001.4010.5360.000	First Interstate Bank	postage	\$	4.63
001.4010.5360.000	First Interstate Bank	postage	\$	5.38
001.4010.5360.000	First Interstate Bank	postage	\$	13.91
001.4010.5360.000	First Interstate Bank	postage	\$	4.40
001.4010.5360.000	First Interstate Bank	postage	\$	10.22
001.4010.5360.000	First Interstate Bank	postage	\$	14.85
001.4010.5360.000	First Interstate Bank	postage	\$	17.60
001.4010.5360.000	First Interstate Bank	postage	\$	9.51
001.4010.5360.000	First Interstate Bank	postage	\$	494.00
001.4010.5410.000	First Interstate Bank	Quick Supply -Library landscaping rock	\$	360.50
001.4010.5450.000	First Interstate Bank	AT&T charges	\$	33.52
001.4010.5600.000	First Interstate Bank	batteries	\$	62.58
001.4010.5600.000	First Interstate Bank	seeds, seed starting soil extension cord	\$	80.46
001.4010.5600.000	First Interstate Bank	extension cords	\$	34.00
001.4010.5600.000	First Interstate Bank	cleaning supplies, foil, storage bags	\$	113.09

001.4010.5600.000	First Interstate Bank	chair mats, shipping charges	\$	371.64
001.4010.5600.000	First Interstate Bank	brochure holders	\$	19.39
001.4010.5600.000	First Interstate Bank	Amazon American flags for Library	\$	64.58
001.4010.5601.000	First Interstate Bank	program supply - face paint crayons, book	\$	26.06
001.4010.5601.000	First Interstate Bank	program supply - face paint crayons	\$	76.32
001.4010.5601.000	First Interstate Bank	popcorn for movies	\$	40.18
001.4010.5601.000	First Interstate Bank	program supply - pizza	\$	41.89
001.4010.5605.000	First Interstate Bank	thermal cash register rolls	\$	172.29
001.4010.5605.000	First Interstate Bank	thermal cash register rolls - refund	\$	(172.29)
001.4010.5718.000	First Interstate Bank	laminating machine & pouches	\$	94.61
001.4010.5731.000	First Interstate Bank	zoom subscription	\$	149.90
001.4030.5132.000	First Interstate Bank	Theisens employee clothing	\$	89.98
001.4030.5280.000	First Interstate Bank	Int'l Assoc Arboriculture One year membership	\$	185.00
001.4030.5339.000	First Interstate Bank	Clearing House drug & alcohol testing	\$	3.75
001.4030.5342.000	First Interstate Bank	Tri State Lock service call, deadbolt lock	\$	45.00
001.4030.5410.000	First Interstate Bank	Amazon-Riverview Park toilet repairs	\$	20.98
001.4030.5410.000	First Interstate Bank	Amazon Park restroom urinal repairs	\$	135.80
001.4030.5410.000	First Interstate Bank	Tri State Lock service call, deadbolt lock	\$	45.00
001.4030.5410.000	First Interstate Bank	SUPPLY HOUSE TOILET REPAIR PARTS	\$	46.87
001.4030.5565.000	First Interstate Bank	Larrys towing Parks vehicle tire	\$	75.00
001.4030.5600.000	First Interstate Bank	Amazon Riverview Park security lights	\$	266.00
001.4041.5216.000	First Interstate Bank	IA Dept Public Safety background checks	\$	325.00
001.4041.5251.000	First Interstate Bank	Hoimebase.com Employee scheduling software	\$	576.00
001.4041.5251.000	First Interstate Bank	Motion picture licensing for summer camp	\$	151.91
001.4041.5601.000	First Interstate Bank	Amazon -Daddy/daughter dance supplies	\$	488.62
001.4041.5601.000	First Interstate Bank	HyVee flower Mother/ Son dance	\$	120.00
001.4041.5601.000	First Interstate Bank	Amazon Daddy/daughter dance picture frames	\$	96.97
001.4041.5601.000	First Interstate Bank	Amazon batteries	\$	48.28
001.4041.5601.000	First Interstate Bank	HyVee Mother/ son dance catering	\$	1,055.94
001.4041.5601.000	First Interstate Bank	Walmart Mother/ son dance balloons, cups	\$	80.27
001.4045.5216.000	First Interstate Bank	IA Dept Public Safety background checks	\$	350.00
001.4045.5280.000	First Interstate Bank	Quickbooks for Aquatic Center	\$	944.31
001.4045.5410.000	First Interstate Bank	Supply House Aquatic Ctr filter house repairs	\$	108.12
001.4045.5600.000	First Interstate Bank	Lifeguard store rescue tubes	\$	504.40
001.4045.5600.000	First Interstate Bank	Red Cross training manuals and deck books	\$	498.37
001.4045.5601.000	First Interstate Bank	Amazon CPR rescue masks	\$	79.90
001.4065.5600.000	First Interstate Bank	Amazon trash liners	\$	208.50
001.4066.5600.000	First Interstate Bank	cash bag and safe box	\$	99.99
001.4066.5613.000	First Interstate Bank	HyVee Coliseum resale products	\$	87.76
001.5040.5360.000	First Interstate Bank	Endicia online postage	\$	150.00
001.5040.5360.000	First Interstate Bank	USPS -Housing postage	\$	100.00
001.5040.5450.000	First Interstate Bank	Housing Zoning dept cell phone	\$	258.98
001.6020.5210.000	First Interstate Bank	Column / TR council proceedings	\$	35.97
001.6020.5210.000	First Interstate Bank	Column / TR notifications	\$	718.44
001.6020.5360.000	First Interstate Bank	Endica online postage	\$	9.64
001.6020.5460.000	First Interstate Bank	ISU- Municipal Professionals Academy	\$	250.00
001.6025.5460.000	First Interstate Bank	Jimmy Johns - Directors meeting	\$	130.90
001.6025.5605.000	First Interstate Bank	Amazon calculators	\$	28.05
001.6025.5605.000	First Interstate Bank	Amazon calculators	\$	17.49
001.6050.5151.000	First Interstate Bank	Clearing House drug & alcohol testing	\$	0.86
001.6050.5410.000	First Interstate Bank	Tri State Lock service call, deadbolt lock	\$	3.00
001.6050.5410.000	First Interstate Bank	Amazon toilet partition repair	\$	19.23
001.6050.5410.000	First Interstate Bank	SUPPLY HOUSE TOILET REPAIR PARTS	\$	46.86
001.6050.5600.000	First Interstate Bank	Amazon latex gloves	\$	69.29
001.6051.5600.000	First Interstate Bank	Amazon latex gloves	\$	69.29
030.4010.5732.000	First Interstate Bank	lost and replaced books	\$	28.31
030.4010.5732.000	First Interstate Bank	adult fiction books	\$	91.25
030.4010.5732.000	First Interstate Bank	adult fiction books	\$	56.49
030.4010.5732.000	First Interstate Bank	adult fiction books	\$	254.76
030.4010.5732.000	First Interstate Bank	refund for unacceptable book	\$	(7.99)
030.4010.5732.000	First Interstate Bank	adult fiction books	\$	187.60
030.4010.5732.000	First Interstate Bank	adult fiction books	\$	25.77
030.4010.5732.000	First Interstate Bank	large-type books	\$	7.33
030.4010.5732.000	First Interstate Bank	adult fiction books	\$	14.99
030.4010.5732.000	First Interstate Bank	juvenile books	\$	10.75
030.4010.5732.000	First Interstate Bank	lost and replaced books	\$	7.03
030.4010.5732.000	First Interstate Bank	lost and replaced books	\$	8.98
030.4010.5732.000	First Interstate Bank	refund for unacceptable book	\$	(7.33)
030.4010.5732.000	First Interstate Bank	adult fiction books	\$	245.49
030.4010.5732.000	First Interstate Bank	adult fiction books	\$	413.06
030.4010.5732.000	First Interstate Bank	lost and replaced books	\$	10.43
030.4010.5732.000	First Interstate Bank	adult fiction books	\$	26.97
030.4010.5732.000	First Interstate Bank	reference books	\$	30.54

030.4010.5732.000	First Interstate Bank	adult fiction books	\$	20.98
030.4010.5732.000	First Interstate Bank	adult fiction books	\$	152.19
030.4010.5732.000	First Interstate Bank	adult fiction books	\$	118.20
030.4010.5732.000	First Interstate Bank	refund for price guarantee	\$	(2.14)
030.4010.5732.000	First Interstate Bank	large-type books	\$	20.99
030.4010.5732.000	First Interstate Bank	large-type books	\$	26.66
030.4010.5732.000	First Interstate Bank	adult fiction books	\$	21.49
030.4010.5732.000	First Interstate Bank	adult fiction books	\$	82.61
030.4010.5732.000	First Interstate Bank	lost and replaced books	\$	14.07
030.4010.5732.000	First Interstate Bank	refund for unacceptable book	\$	(22.49)
030.4010.5732.000	First Interstate Bank	reference books	\$	157.13
030.4010.5732.000	First Interstate Bank	adult fiction books	\$	85.52
030.4010.5732.000	First Interstate Bank	lost and replaced books	\$	11.89
030.4010.5732.000	First Interstate Bank	juvenile books	\$	128.00
030.4010.5732.000	First Interstate Bank	juvenile books	\$	16.45
030.4010.5732.000	First Interstate Bank	juvenile books	\$	73.13
030.4010.5732.000	First Interstate Bank	juvenile books	\$	131.99
030.4010.5732.000	First Interstate Bank	juvenile books	\$	26.85
030.4010.5732.000	First Interstate Bank	refund for Kindle book	\$	(11.76)
030.4010.5732.000	First Interstate Bank	Kindle book	\$	11.76
110.2010.5339.000	First Interstate Bank	Clearing House drug & alcohol testing	\$	12.50
110.2010.5450.000	First Interstate Bank	Sign Shop iPad	\$	41.27
110.2010.5450.000	First Interstate Bank	Street dept Mechanic iPad	\$	41.27
110.2010.5450.000	First Interstate Bank	VERIZON STREET & SEWER CELL PHONES	\$	51.83
110.2010.5600.000	First Interstate Bank	Amazon hose adapter	\$	12.99
110.2010.5600.000	First Interstate Bank	NORTHERN TOOL SWIVEL CASTERS	\$	208.50
110.2010.5718.000	First Interstate Bank	AMAZON CAR BATTERY CHARGER	\$	147.80
110.2040.5450.000	First Interstate Bank	Utility inspection	\$	61.96
110.2060.5251.000	First Interstate Bank	Iowa Secretary of State notary -Esmeralda	\$	30.00
110.2060.5450.000	First Interstate Bank	Engineering Shared JetPak	\$	41.27
110.2060.5450.000	First Interstate Bank	PW Director cell phone	\$	44.96
110.2060.5450.000	First Interstate Bank	Bateman cell phone	\$	44.96
110.2060.5450.000	First Interstate Bank	PW, Storm & Sanitary Sewer GIS Engineering iPad	\$	11.56
110.2060.5450.000	First Interstate Bank	Engineering GPS	\$	41.27
110.2060.5600.000	First Interstate Bank	Amazon cleaning supplies	\$	14.99
110.2060.5605.000	First Interstate Bank	Amazon office supplies	\$	10.17
110.2060.5685.000	First Interstate Bank	Certified Material Testing Concrete test cylinders	\$	214.30
140.4030.5410.000	First Interstate Bank	amazon -Little League complex light	\$	35.99
140.4030.5450.000	First Interstate Bank	Mediacom Parks wifi	\$	169.95
140.4030.5718.000	First Interstate Bank	Global Medic immobilization spineboard kit	\$	539.35
153.1010.5600.000	First Interstate Bank	Walgreen citizen academy water	\$	3.99
153.1010.5600.000	First Interstate Bank	Amazon	\$	60.96
153.1010.5600.000	First Interstate Bank	Walmart hosted training food	\$	56.55
153.1010.5600.000	First Interstate Bank	HyVee hosted training food	\$	14.99
153.1010.5600.000	First Interstate Bank	HyVee Citizen Academy food	\$	13.96
153.1010.5600.000	First Interstate Bank	Taylor's Maid Rite Citizen Academy food	\$	159.97
153.1010.5600.000	First Interstate Bank	HyVee Citizen Academy ice	\$	5.98
153.1010.5600.000	First Interstate Bank	Jimmy Johns Citizen Academy food	\$	83.45
153.1010.5600.000	First Interstate Bank	Caseys Citizen Academy food	\$	44.90
153.1010.5600.000	First Interstate Bank	HyVee Food for hosted training	\$	55.91
156.1050.5600.000	First Interstate Bank	Fareway	\$	86.96
170.4010.5450.000	First Interstate Bank	Hotspots for library	\$	400.10
170.4010.5601.000	First Interstate Bank	Reach Out and Read - books	\$	219.60
170.4010.5601.000	First Interstate Bank	Battle of the Books - pizza	\$	291.62
170.4010.5601.000	First Interstate Bank	Battle of the Books pizza	\$	20.37
170.4010.5732.000	First Interstate Bank	DVDs	\$	157.88
170.4010.5732.000	First Interstate Bank	DVDs	\$	12.84
170.4010.5732.000	First Interstate Bank	DVDs	\$	18.56
170.4010.5732.000	First Interstate Bank	refund for unacceptable DVD	\$	(22.88)
170.4010.5732.000	First Interstate Bank	DVDs	\$	39.99
170.4010.5732.000	First Interstate Bank	DVDs	\$	12.96
170.4010.5734.000	First Interstate Bank	memorial book	\$	11.43
181.3040.5360.000	First Interstate Bank	Minuteman FedEx shipping	\$	71.71
181.3040.5462.000	First Interstate Bank	Uber rides for conference	\$	32.90
181.3040.5462.000	First Interstate Bank	Uber services to Airport	\$	37.92
181.3040.5464.000	First Interstate Bank	Hyatt/ Barnett conference meal	\$	70.81
181.3040.5464.000	First Interstate Bank	Snappers Conference meal	\$	37.80
181.3040.5464.000	First Interstate Bank	Montys Conference meal	\$	45.87
181.3040.5464.000	First Interstate Bank	Barone Conference meal	\$	24.61
181.3040.5464.000	First Interstate Bank	Hyatt Barnett conference meal	\$	77.25
181.3040.5464.000	First Interstate Bank	Montys on the Square conference meal	\$	45.87
181.3040.5464.000	First Interstate Bank	Pier 424 conference meal	\$	29.63
181.3040.5464.000	First Interstate Bank	Snappers Seafood conference meal	\$	46.62

181.3040.5464.000	First Interstate Bank	Barone Bistro conference meal	\$	43.59
181.3040.5464.000	First Interstate Bank	Wendys conference meal	\$	20.52
181.3040.5465.000	First Interstate Bank	Hyatt hotel- Millizer room Nuisance Conference	\$	839.92
181.3040.5465.000	First Interstate Bank	Hyatt Hotel Pippin room for Nuisance conference	\$	839.92
181.3040.5605.000	First Interstate Bank	Amazon desk organizer and sticky notes	\$	64.16
184.5030.5360.000	First Interstate Bank	USPS -Housing postage	\$	100.00
184.5030.5360.000	First Interstate Bank	USPS Housing postage	\$	100.00
184.5030.5605.000	First Interstate Bank	Zoning dept notebook and sticky notes	\$	21.97
189.3040.5344.000	First Interstate Bank	Valley Safety analysis radioactive leak test	\$	135.00
610.8015.4875.000	First Interstate Bank	CASEYS VENDOR REBATE	\$	(1.00)
610.8015.5132.000	First Interstate Bank	BROWNS SHOE FIT WPCP EMPLOYEE	\$	170.00
610.8015.5251.000	First Interstate Bank	IA DNR FEES GRADE 3 OPERATOR EXAM	\$	32.29
610.8015.5339.000	First Interstate Bank	Clearing House drug & alcohol testing	\$	5.00
610.8015.5342.000	First Interstate Bank	RID R BUG PEST CONTROL	\$	90.00
610.8015.5344.000	First Interstate Bank	OCT '24 LIFTMASTER SUBSCRIPTION	\$	39.50
610.8015.5344.000	First Interstate Bank	CONTROLLED ACCESS APRIL LIFTMASTER SUBSC	\$	39.50
610.8015.5360.000	First Interstate Bank	UPS BIOGAS SAMPLE SHIPMENT	\$	18.82
610.8015.5360.000	First Interstate Bank	UPS BIOGAS SHIPMENT	\$	14.75
610.8015.5360.000	First Interstate Bank	UPS STORE LAB TUBING RETURN	\$	27.17
610.8015.5360.000	First Interstate Bank	USPS -LAB SHIPMENT	\$	13.15
610.8015.5360.000	First Interstate Bank	USPS STAMPS AND LAB SHIPMENT	\$	100.60
610.8015.5410.000	First Interstate Bank	CENTAL IA MACHINE SHOP SHEAR PINS	\$	236.00
610.8015.5450.000	First Interstate Bank	WPCP cell and operator line	\$	104.92
610.8015.5450.000	First Interstate Bank	MEDIACOM MAY 2025 ONLINE SERVICE	\$	75.00
610.8015.5565.000	First Interstate Bank	VEHICLE OIL	\$	87.64
610.8015.5570.000	First Interstate Bank	CASEYS NURSE TANK GAS	\$	150.00
610.8015.5600.000	First Interstate Bank	BATTERY2BATTERIES FOR GENERATOR	\$	26.90
610.8015.5600.000	First Interstate Bank	GRAINGER ROLLING LADDER	\$	1,154.55
610.8015.5600.000	First Interstate Bank	ZIEGLER GENERATOR BATTERIES	\$	1,360.70
610.8015.5600.000	First Interstate Bank	ELECTRIC SUPPLY OPERATING SUPPLIES	\$	1,734.41
610.8015.5600.000	First Interstate Bank	AMAZON CLEANING SUPPLIES	\$	95.76
610.8015.5600.000	First Interstate Bank	GRAINGER GAS COMPRESSOR PARTS	\$	264.36
610.8015.5600.000	First Interstate Bank	GRAINGER MOTOR START CAPACITORS	\$	15.54
610.8015.5600.000	First Interstate Bank	GRAINGER CHECK VALVE	\$	76.70
610.8015.5600.000	First Interstate Bank	GRAINGER STRAINER SCREEN	\$	29.51
610.8015.5600.000	First Interstate Bank	GRAINGER V-BELT	\$	21.54
610.8015.5600.000	First Interstate Bank	AMAZON FLAGS	\$	114.95
610.8015.5600.000	First Interstate Bank	MENARDS WPCP SUPPLIES	\$	265.51
610.8015.5600.000	First Interstate Bank	MENARDS HOSE, GREAT STUFF, PREEN, SHELF	\$	426.54
610.8015.5600.000	First Interstate Bank	MENARDS WPCP OPERATING SUPPLIES	\$	135.86
610.8015.5600.000	First Interstate Bank	MENARDS BUSHINGS AND UNIONS	\$	71.87
610.8015.5600.000	First Interstate Bank	THEISENS TARP	\$	6.98
610.8015.5603.000	First Interstate Bank	ERA QRTLY LAB ANALYSIS	\$	450.87
610.8015.5603.000	First Interstate Bank	NORTH CENTRAL LABS CONDUTIVITY TEST	\$	221.03
610.8015.5603.000	First Interstate Bank	MEANRDS COUPLING (LAB)	\$	2.92
610.8015.5605.000	First Interstate Bank	STAPLES OFFICE SUPPLIES	\$	82.66
610.8016.5339.000	First Interstate Bank	Clearing House drug & alcohol testing	\$	3.75
610.8016.5450.000	First Interstate Bank	PW, Storm & Sanitary Sewer GIS Engineering iPad	\$	11.96
610.8016.5450.000	First Interstate Bank	Sewer dept GPS	\$	24.76
610.8016.5450.000	First Interstate Bank	Sewer dept JetPak, iPad and laptop	\$	24.76
610.8016.5450.000	First Interstate Bank	VERIZON STREET & SEWER CELL PHONES	\$	25.01
610.8016.5565.000	First Interstate Bank	Amazon air compressor hitch	\$	18.59
610.8016.5615.000	First Interstate Bank	HAWKINS ELECTRIC CAPACITOR	\$	22.65
690.8050.5339.000	First Interstate Bank	Clearing House drug & alcohol testing	\$	7.50
690.8050.5342.000	First Interstate Bank	Tri State Lock service call, deadbolt lock	\$	22.50
690.8050.5470.000	First Interstate Bank	CTAA - PASS basic online course Transit	\$	28.00
690.8050.5600.000	First Interstate Bank	Amazon nitrile gloves	\$	64.29
690.8050.5600.000	First Interstate Bank	Amazon hand sanitizing wipes	\$	53.19
690.8050.5718.000	First Interstate Bank	Amazon security camera system	\$	248.00
690.8050.5718.000	First Interstate Bank	Northern Tool	\$	59.93
740.8065.5339.000	First Interstate Bank	Clearing House drug & alcohol testing	\$	2.50
740.8065.5450.000	First Interstate Bank	Sewer dept GPS	\$	16.51
740.8065.5450.000	First Interstate Bank	Sewer dept JetPak, iPad and laptop	\$	16.51
740.8065.5450.000	First Interstate Bank	PW, Storm & Sanitary Sewer GIS Engineering iPad	\$	17.75
740.8065.5450.000	First Interstate Bank	VERIZON STREET & SEWER CELL PHONES	\$	16.69
740.8065.5565.000	First Interstate Bank	Amazon air compressor hitch	\$	12.40
740.8065.5600.000	First Interstate Bank	MENARDS BAGS FOR SCHOOL CLEANUP OUTREACH	\$	64.99
750.8070.5344.000	First Interstate Bank	OCT '24 LIFTMASTER SUBSCRIPTION	\$	39.50
750.8070.5344.000	First Interstate Bank	CONTROLLED ACCESS APRIL LIFTMASTER SUBSC	\$	39.50
760.8080.5216.000	First Interstate Bank	IA Dept Public Safety background checks	\$	325.00
999.1161.000	First Interstate Bank	Fraud charge on S. Sheets cc	\$	531.82
999.1161.000	First Interstate Bank	MSCKI LLC refund	\$	(664.99)
999.1161.000	First Interstate Bank	Accidental charge employee to reimburse City	\$	10.69

999.1191.000	First Interstate Bank	MSCKI - fraud charge	\$	664.99
001.1010.5230.000	First Interstate Bank Financial Crimes	Subpoena billing	\$	29.00
615.8015.5233.000	FOX Strand	WPC21001 WPCP Hdwrks & Dig Const Phase 4/1-4/30/25	\$	11,052.75
001.1010.5132.000	Galls LLC	PD employee clothing	\$	174.45
001.1010.5132.000	Galls LLC	PD employee clothing	\$	140.52
001.1050.5132.000	Galls LLC	Fire dept employee clothing	\$	156.52
001.1050.5600.000	Galls LLC	Fire dept nametag	\$	43.59
690.8050.5565.000	GILLIG LLC	Transit Alignment, hex bolt	\$	130.72
690.8050.5565.000	GILLIG LLC	Bus 109 quick release valve	\$	286.40
125.5020.5331.000	Glenwood Marshalltown LLC	TIF Agreement Glenwood (UR 6 TIF)	\$	6,575.82
001.4030.5215.000	Globalpayments	Park & Rec credit card fee	\$	728.38
001.1010.5450.000	Granite Telecommunications LLC	SIP Lines	\$	339.78
001.1010.5450.000	Granite Telecommunications LLC	land lines	\$	225.16
001.1050.5450.000	Granite Telecommunications LLC	Land Lines	\$	81.88
001.1050.5450.000	Granite Telecommunications LLC	SIP Lines	\$	113.25
001.1070.5450.000	Granite Telecommunications LLC	Land Lines	\$	20.47
001.1071.5450.000	Granite Telecommunications LLC	Land Lines	\$	20.47
001.1075.5450.000	Granite Telecommunications LLC	Land Lines	\$	20.47
001.4010.5450.000	Granite Telecommunications LLC	Land Lines	\$	40.94
001.4010.5450.000	Granite Telecommunications LLC	SIP Lines	\$	160.33
001.4030.5450.000	Granite Telecommunications LLC	Land Lines	\$	40.94
001.4040.5450.000	Granite Telecommunications LLC	Land Lines	\$	20.47
001.4045.5450.000	Granite Telecommunications LLC	Land Lines	\$	20.47
001.4065.5450.000	Granite Telecommunications LLC	SIP Lines	\$	160.33
001.4065.5450.000	Granite Telecommunications LLC	Land Lines	\$	20.47
001.6010.5450.000	Granite Telecommunications LLC	Land Lines	\$	20.47
001.6012.5450.000	Granite Telecommunications LLC	Land Lines	\$	20.47
001.6020.5450.000	Granite Telecommunications LLC	Land Lines	\$	20.47
001.6021.5450.000	Granite Telecommunications LLC	Land Lines	\$	81.86
001.6025.5450.000	Granite Telecommunications LLC	Land Lines	\$	20.47
110.2010.5450.000	Granite Telecommunications LLC	Land Lines	\$	20.47
110.2010.5450.000	Granite Telecommunications LLC	SIP Lines	\$	80.17
110.2040.5450.000	Granite Telecommunications LLC	Land Lines	\$	20.47
110.2060.5450.000	Granite Telecommunications LLC	Land Lines	\$	20.47
181.3040.5450.000	Granite Telecommunications LLC	Land Lines	\$	40.94
184.5030.5450.000	Granite Telecommunications LLC	Land Lines	\$	20.47
610.8015.5450.000	Granite Telecommunications LLC	SIP Lines	\$	80.45
610.8015.5450.000	Granite Telecommunications LLC	Land Lines	\$	61.41
610.8016.5450.000	Granite Telecommunications LLC	SIP Lines	\$	48.27
610.8016.5450.000	Granite Telecommunications LLC	Land Lines	\$	24.56
690.8050.5450.000	Granite Telecommunications LLC	Land Lines	\$	20.47
690.8050.5450.000	Granite Telecommunications LLC	SIP Lines	\$	80.17
740.8065.5450.000	Granite Telecommunications LLC	Land Lines	\$	16.38
740.8065.5450.000	Granite Telecommunications LLC	SIP Lines	\$	32.18
750.8070.5450.000	Granite Telecommunications LLC	Land Lines	\$	20.47
610.8015.5386.000	Grewell Lawn & Snow Removal Services LLC	Arpil 2025 mowing	\$	667.50
001.4010.5601.000	Gutekunst Public Library	Hoard of the Dragon Queen Books and supplies	\$	50.00
142.4030.5344.000	HANKE, RICKIE L	6th St -turn on ice machine and walkin cooler	\$	105.50
142.4030.5342.000	HANSEN, STEVE	Softball lawn treatments	\$	1,060.00
001.1010.5230.000	Hawkeye Polygraph	services 05/16/25	\$	350.00
110.2010.5565.000	HAWKEYE TRUCK EQUIPMENT INC	venturer brake controller	\$	99.09
001.4045.5410.000	Hawkins Electric	Lazy River pump breaker	\$	435.00
884.7010.5339.000	Health Partners	claims 05/01-05/07	\$	31,429.99
884.7010.5339.000	Health Partners	claims 05/01-05/07	\$	2,964.71
001.4010.5450.000	HEART OF IOWA COMMUNICATIONS CO-OP	Library internet	\$	135.14
610.8015.5450.000	HEART OF IOWA COMMUNICATIONS CO-OP	May '25 direct connect internet	\$	521.36
610.8016.5450.000	HEART OF IOWA COMMUNICATIONS CO-OP	May '25 direct connect internet	\$	312.82
740.8065.5450.000	HEART OF IOWA COMMUNICATIONS CO-OP	May '25 direct connect internet	\$	208.54
001.1010.5464.000	HEITMAN, PAUL	meal during training	\$	193.54
001.1010.5464.000	HEITMAN, PAUL	FBI-LEEDS training meals	\$	36.67
610.8015.5410.000	HOTSY CLEANING SYSTEMS INC	Hosty Equipment service maintenance	\$	482.90
610.8015.5233.000	HOWARD R GREEN COMPANY, INC	WPC Sludge Thickening Add Design & Construc-5/9/25	\$	4,620.50
340.4030.5342.000	Howrey Construction Inc	6th St Trail Conn Bid less Inv #1 4/12-5/20/25	\$	86,896.03
001.0121.000	Hudnutt, Tonya	Start up money for Aquatic Center	\$	300.00
760.0120.000	Hudnutt, Tonya	Start up money for Aquatic Center	\$	350.00
881.1010.5339.000	Hunter Lane LLC	paid claims 5/1-5/15	\$	178.86
881.1050.5339.000	Hunter Lane LLC	paid claims 5/1-5/15	\$	1,462.55
999.1131.000	ICMA 457-Mission Square Retirement	Mission Square Retirement - Plan #303417	\$	1,132.05
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	\$	137.05
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
999.1101.000	INTERNAL REVENUE SERVICE	Bi-Weekly Federal Taxes	\$	29,688.90
999.1101.000	INTERNAL REVENUE SERVICE	Bi-Weekly Federal Taxes	\$	14,608.91
999.1103.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Social Security	\$	29,689.44
999.1103.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Social Security	\$	5,525.52
999.1107.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Medicare	\$	9,767.46
999.1107.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Medicare	\$	4,525.16
110.2010.5600.000	INTERSTATE ALL BATTERY CENTER	PW Bldg AED battery	\$	72.00
690.8050.5600.000	INTERSTATE ALL BATTERY CENTER	PW Bldg AED battery	\$	72.00
001.1010.5460.000	Iowa County Attorney Assoc	Iowa Acts of Interest Law Enforcement conf	\$	270.00
110.2040.5230.000	IOWA ONE CALL	Utility div One call charges	\$	61.20
110.2010.5626.000	IOWA PRISON INDUSTRIES	Signs and services	\$	1,178.40
999.1106.000	IOWA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	PRIOR MONTH IPERS CONTRIBUTIONS	\$	38,594.42
999.1106.000	IOWA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	PRIOR MONTH IPERS CONTRIBUTIONS	\$	265.89
999.1106.000	IOWA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	PRIOR MONTH IPERS CONTRIBUTIONS	\$	7,726.52
999.1106.000	IOWA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	PRIOR MONTH IPERS CONTRIBUTIONS	\$	36,790.53
999.1106.000	IOWA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	J. Evenson refund	\$	2,232.00
999.1106.000	IOWA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	Rounding	\$	0.14
999.1106.000	IOWA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	PRIOR MONTH IPERS CONTRIBUTIONS	\$	265.89
999.1106.000	IOWA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	PRIOR MONTH IPERS CONTRIBUTIONS	\$	7,325.63
030.4030.5410.000	IOWA PUMP WORKS, INC.	Two Pool Pumps	\$	20,342.77
001.2080.5483.000	Iowa Regional Utilities Association	Airport water usage	\$	179.44
151.1010.5718.000	Kiesler Police Supply	PD 9mm pistols and trade ins	\$	(550.00)
151.1010.5718.000	Kiesler Police Supply	PD 9mm pistols and trade ins	\$	962.00
151.1010.5718.000	Kiesler Police Supply	PD 9mm pistol and trade in	\$	501.00
151.1010.5718.000	Kiesler Police Supply	PD 9mm pistol and trad in	\$	(255.00)
001.4010.5343.000	Land, Karen	Dog Mushing presentation	\$	600.00
610.8015.5980.000	Lavender, Jeremy	Sewer refund filled swimming pool	\$	42.35
001.1010.5280.000	LeadsOnline LLC	Investigation system 7/1/25-6/30/26	\$	4,620.00
001.4010.5386.000	LENZ, DUANE	Library contract mowings	\$	495.00
110.2010.5565.000	LOGAN CONTRACTORS SUPPLY INC	shroud, adaptor, duck bill for joint seal machine	\$	210.52
001.1075.5234.000	Lynch Dallas PC	Nuisance/ Enforcement 03/23-04/08	\$	912.60
001.1075.5234.000	Lynch Dallas PC	Nuisance/ Enforcement 4/14-05/08	\$	1,351.60
001.6040.5234.000	Lynch Dallas PC	General Matters 03/26-04/09	\$	1,000.00
001.6040.5234.000	Lynch Dallas PC	Real Estate 03/26-04/11	\$	960.00
001.6040.5234.000	Lynch Dallas PC	General Matters 4/14-05/09	\$	1,950.00
001.6040.5234.000	Lynch Dallas PC	Real Estate 4/15-4/21	\$	1,645.00
001.6040.5234.000	Lynch Dallas PC	Zoning 05/02-05/09	\$	820.00
355.1075.5234.000	Lynch Dallas PC	Real Estate RFPs for property sales	\$	280.00
001.6020.5250.000	Marshall County Recorder	Record - Quit claim deed	\$	87.00
125.5020.5331.000	Marshalltown Company	TIF Agreement Marshalltown Company	\$	60,535.00
001.5020.5410.000	Marshalltown Elks Lodge #312	Facade 101 W Church Street Res 2025-01	\$	3,343.03
125.5020.5331.000	Marshalltown Lofts, LLC	TIF Agreement Marshalltown Lofts	\$	54,428.06
610.8015.5483.000	Marshalltown Water Works	Arpil '25 plant water usage	\$	823.35
110.2010.5620.000	Martin Marietta Materials	Street dept crushed rock	\$	369.85
110.2010.5620.000	Martin Marietta Materials	Street dept crushed rock	\$	396.27
110.2010.5620.000	Martin Marietta Materials	Street dept crushed rock	\$	421.40
110.2010.5620.000	Martin Marietta Materials	Street dept crushed rock	\$	381.24
001.1050.5410.000	MCATEE TIRE SALES & SERVICE INC	FD RAM tire repair	\$	40.00
125.5020.5331.000	MCFARLAND CLINIC PC	TIF Agreement McFarland Clinic	\$	133,252.41
170.4010.5750.000	MECHDYNE CO	Library community rooms audio/visual redesign	\$	64,852.13
121.5030.5331.000	MEDIC	Home Buyer Incentive	\$	2,500.00
610.8015.5980.000	Melgoza, Vicky	Sewer refund filled swimming pool	\$	23.30
001.1050.5600.000	MENARDS	garden hose and multi purpose respirator	\$	97.01
001.1050.5600.000	MENARDS	Penzoil and chain lube	\$	31.47
001.1099.5410.000	MENARDS	Caulking and grout for buildings	\$	15.77
001.4010.5410.000	MENARDS	Caulking and grout for buildings	\$	27.48
001.4030.5410.000	MENARDS	MSA concession electrical repairs	\$	59.45
001.4030.5410.000	MENARDS	Security light parts	\$	6.47
001.4030.5611.000	MENARDS	hex shank, drive bit holder	\$	11.98
001.4030.5611.000	MENARDS	drill bits, tape, anchor	\$	55.16
001.4045.5410.000	MENARDS	Aquatic Center camera install	\$	8.96
001.4045.5611.000	MENARDS	1/3 HP utility pump	\$	139.00
001.4045.5611.000	MENARDS	PW Hose w/coupler, metric PW gun, adapter	\$	209.34
001.4045.5611.000	MENARDS	1/2" metal cuttings	\$	7.90
001.6050.5410.000	MENARDS	Little League repairs and wire for blgs and stock	\$	186.00
001.6050.5565.000	MENARDS	Batteries for vehicle remote	\$	5.39
001.6050.5600.000	MENARDS	batteries for buildings and locates	\$	5.45
001.6050.5600.000	MENARDS	Batteries for vehicle remote	\$	4.52

110.2010.5600.000	MENARDS	concrete screws	\$ 3.29
110.2010.5600.000	MENARDS	PW Bldg custodial supplies	\$ 6.53
110.2010.5600.000	MENARDS	drill bits	\$ 17.97
110.2040.5600.000	MENARDS	batteries for buildings and locates	\$ 5.44
110.2040.5600.000	MENARDS	Utility marking paint, locator batteries	\$ 53.91
125.5020.5331.000	MENARDS	TIF Agreement Menards 18th Ave	\$ 57,720.70
140.4030.5410.000	MENARDS	Little League Park light supplies	\$ 50.95
140.4030.5410.000	MENARDS	Little League repairs and wire for blgs and stock	\$ 226.72
140.4030.5611.000	MENARDS	RU W&G Conc, round up	\$ 71.95
142.4030.5611.000	MENARDS	Lawns RTU Trigger, pvc pipe	\$ 136.88
142.4030.5611.000	MENARDS	RU W& G Conc 64oz	\$ 39.97
690.8050.5600.000	MENARDS	PW Bldg custodial supplies	\$ 6.53
690.8050.5600.000	MENARDS	Transit degreaser	\$ 93.96
610.8015.5603.000	Microbac Laboratories Inc	LAB analysis Dig #3 and haulings	\$ 244.00
610.8015.5603.000	MIDLAND SCIENTIFIC INC	LAB-100-1000ul pipet tips natural	\$ 49.40
610.8015.5603.000	MIDLAND SCIENTIFIC INC	LAB Alconox, A-1 Medium broth MPN tubes	\$ 647.84
610.8015.5603.000	MIDLAND SCIENTIFIC INC	LAB large microflex gloves	\$ 177.94
610.8015.5603.000	MIDLAND SCIENTIFIC INC	LBA buffer solution, sulfuric acid, etc	\$ 584.31
001.4065.5344.000	MIDWEST AUTOMATIC FIRE SPRINKLER CO	Coliseum annual inspection	\$ 285.00
001.2080.5344.000	MIDWEST SAFETY COUNSELORS INC	Airport Hexane system calibration	\$ 90.00
001.1099.5386.000	Milestone Outdoor Co	PD/FD contract aeration	\$ 469.00
001.1099.5386.000	Milestone Outdoor Co	Police & Fire contract mowings	\$ 1,110.00
184.5030.5430.000	Mukala, Anderson	2 hours interpretation	\$ 100.00
999.1105.000	MUNICIPAL FIRE & POLICE RETIREMENT	PRIOR MONTH MFPRSI CONTRIBUTIONS	\$ 31,677.21
999.1105.000	MUNICIPAL FIRE & POLICE RETIREMENT	PRIOR MONTH MFPRSI CONTRIBUTIONS	\$ 34,789.80
999.1105.000	MUNICIPAL FIRE & POLICE RETIREMENT	PRIOR MONTH MFPRSI CONTRIBUTIONS	\$ 31,771.10
999.1105.000	MUNICIPAL FIRE & POLICE RETIREMENT	PRIOR MONTH MFPRSI CONTRIBUTIONS	\$ 34,806.44
181.3040.5433.000	Murilla, Maria Jesus Garcia	Lead Hazard Reduction program	\$ 750.00
110.2010.5410.000	Murphy Tractor & Equipment	John Deere 333G service call	\$ 2,224.97
110.2010.5565.000	Murphy Tractor & Equipment	John Deere 333G service call	\$ 435.57
001.4041.4330.000	NORTHERN LIGHTS DISTRIBUTING	resale products	\$ 1,123.67
001.4066.5613.000	NORTHERN LIGHTS DISTRIBUTING	Coliseum resale products	\$ (79.95)
001.4066.5613.000	NORTHERN LIGHTS DISTRIBUTING	Coliseum resale products	\$ (30.13)
001.4066.5613.000	NORTHERN LIGHTS DISTRIBUTING	Coliseum resale products	\$ (105.90)
140.4030.5609.000	NORTON'S GREENHOUSE	Plant order	\$ 3,314.00
610.8015.5342.000	NUTRI JECT SYSTEMS INC	5% discount if paid by 5/15/2025	\$ (1,644.85)
610.8015.5342.000	NUTRI JECT SYSTEMS INC	Spring 2025 Biosolids application	\$ 32,896.91
001.1010.5600.000	OFFICE EXPRESS	Can liners	\$ 132.33
001.1075.5702.000	OFFICE EXPRESS	Office chair for M Clawson	\$ 296.39
001.1010.5431.000	ORTEGA, LUISA	interpretation service	\$ 45.00
001.4010.5343.000	Osman, Mikayla	Magic Workshop	\$ 800.00
Payroll	Payroll	Payroll #11 5.22.25	\$ 353,525.34
030.4010.5732.000	PENWORTHY COMPANY	Juvenile books	\$ 153.34
030.4010.5732.000	Playaway Products LLC	wonderbooks	\$ 111.13
170.4010.5732.000	Playaway Products LLC	juvenile audio books	\$ 267.95
140.4030.5611.000	Plumb Supply	wall hung toilet	\$ 122.85
999.1121.000	Polk County Sheriff	CASE# LACV007272	\$ 330.79
001.1099.5342.000	Prairie Waste Solutions	Police and Fire Bldg	\$ 124.72
001.4010.5342.000	Prairie Waste Solutions	Library	\$ 121.34
001.4030.5342.000	Prairie Waste Solutions	Public Works Bldg 905 E Main	\$ 24.94
001.4030.5342.000	Prairie Waste Solutions	Bullpen- Parks dept Woodland Dr	\$ 99.75
001.6050.5342.000	Prairie Waste Solutions	City Hall and Carnegie Bldg	\$ 62.36
001.6051.5342.000	Prairie Waste Solutions	City Hall and Carnegie Bldg	\$ 62.36
110.2010.5342.000	Prairie Waste Solutions	Public Works Bldg 905 E Main	\$ 49.89
690.8050.5342.000	Prairie Waste Solutions	Public Works Bldg 905 E Main	\$ 49.89
750.8070.5342.000	Prairie Waste Solutions	1001 Woodland St Compost Rearload	\$ 124.72
610.8015.5980.000	Quigley, Danessa	Sewer refund filled swimming pool	\$ 78.05
001.1010.5342.000	RACOM CORPORATION	replace missing hardware	\$ 53.00
001.1010.5342.000	RACOM CORPORATION	speaker mic repair, mono tip shunt wired	\$ 37.75
001.1010.5600.000	RACOM CORPORATION	speaker microphone	\$ 191.25
001.1050.5344.000	RACOM CORPORATION	USDD Station equip Coverage 5/01/23-054/30/24	\$ 7,466.92
001.1050.5344.000	RACOM CORPORATION	USDD Station Equipment annual support	\$ 8,960.31
001.1050.5410.000	RACOM CORPORATION	Siren speaker bracket repair	\$ 388.50
001.1050.5600.000	RACOM CORPORATION	FD Whip antenna	\$ 33.75
001.1050.5718.000	RACOM CORPORATION	FD Li-ion battery	\$ 300.00
001.4045.5410.000	Rain Drop	Spray paint	\$ 467.00
125.5020.5331.000	Regalado's Realty Corp	TIF Agreement Regalados Grocery Store	\$ 36,469.62
001.4010.5600.000	Regents of the UNIV OF MINNESOTA	Scanner and paper	\$ 258.00
001.4010.5718.000	Regents of the UNIV OF MINNESOTA	Scanner and paper	\$ 1,980.00
031.6050.5233.000	Resource Consulting Engineers LLC	City Hall HVAC study	\$ 2,187.50
001.4010.5344.000	RK DIXON	Library contract and copies	\$ 337.48
690.8050.5251.000	Ruiz, Sergio	CDL B, lift airbrake, passenger endorsement	\$ 53.50
690.8050.5570.000	Ruiz, Sergio	Gas for City Vehicle	\$ 14.91

110.2010.5342.000	SAFETY KLEEN SYSTEMS INC	Street dept waste pickup and supplies	\$	1,022.80
610.8015.5380.000	SCHARNWEBER WATER CONDITIONING INC	April 2025 water conditioner lease	\$	27.00
001.4030.5342.000	SCHENDEL PEST CONTROL INC	City Hall/ Carnegie Bldg/ Parks office	\$	22.90
001.4030.5342.000	SCHENDEL PEST CONTROL INC	Community Bldg & Reunion Hall	\$	51.12
001.4065.5342.000	SCHENDEL PEST CONTROL INC	Coliseum	\$	52.04
001.6050.5342.000	SCHENDEL PEST CONTROL INC	City Hall/ Carnegie Bldg/ Parks office	\$	22.90
001.6051.5342.000	SCHENDEL PEST CONTROL INC	City Hall/ Carnegie Bldg/ Parks office	\$	23.58
001.1099.5344.000	SCHUMACHER ELEVATOR COMPANY	PD & FD elevator quarterly maintenance	\$	344.19
001.6050.5344.000	SCHUMACHER ELEVATOR COMPANY	City Hall Elevator Maintenance	\$	249.02
001.6051.5344.000	SCHUMACHER ELEVATOR COMPANY	Carnegie Bldg elevator	\$	251.55
110.2010.5718.000	SE Jones Industries Inc	Wrench set	\$	79.75
154.1011.5342.000	Sensys Gatso USA Inc.	ATE tickets	\$	10,150.00
154.1011.5342.000	Sensys Gatso USA Inc.	ATE tickets	\$	3,360.00
001.1010.5342.000	ServiceMaster of Marshalltown Inc	commerical disinfectant and upholstery cleaning	\$	127.50
001.4010.5342.000	ServiceMaster of Marshalltown Inc	May janitorial services	\$	1,934.00
001.4010.5600.000	SHOWCASES INC	Library DVD cases	\$	1,632.96
364.4030.5233.000	Snyder & Associates Inc	Eng fees for Linn Creek Distr Trailhead - 3/31/25	\$	27,800.00
610.8015.5980.000	Stalzer, Brooke	Sewer refund filled swimming pool	\$	33.92
110.2010.5565.000	Star Equipment LTD	Durapatch o-rings	\$	203.23
153.1010.5600.000	SUB CITY	Citizens Academy meals	\$	92.00
110.2010.5233.000	TE Forensics	Grandstand Engineer consultation	\$	3,330.00
001.4010.5342.000	The Shredder	Library services	\$	54.00
001.4030.5565.000	THEISENS SUPPLY INC	Parks water trailer part	\$	7.99
001.4030.5565.000	THEISENS SUPPLY INC	tadem equilizer, eye to eye spring, link, bu-bolts	\$	235.89
001.6050.5410.000	THEISENS SUPPLY INC	Saw blades for Utility truck	\$	24.99
110.2010.5132.000	THEISENS SUPPLY INC	Street dept employee taxable clothing	\$	49.99
110.2010.5132.000	THEISENS SUPPLY INC	Gloves	\$	14.99
110.2010.5132.000	THEISENS SUPPLY INC	Street dept gloves and HighVis shirt	\$	49.98
110.2010.5600.000	THEISENS SUPPLY INC	sawsall blades	\$	65.98
110.2010.5600.000	THEISENS SUPPLY INC	bug spray	\$	19.98
110.2010.5600.000	THEISENS SUPPLY INC	grass seed	\$	129.99
110.2010.5600.000	THEISENS SUPPLY INC	Sign truck supplies	\$	117.96
110.2010.5600.000	THEISENS SUPPLY INC	Street operating supplies	\$	133.42
110.2010.5718.000	THEISENS SUPPLY INC	impact driver and battery	\$	149.00
110.2030.5132.000	THEISENS SUPPLY INC	High VIS shirt PPE	\$	19.99
110.2030.5410.000	THEISENS SUPPLY INC	Saw blades for Utility truck	\$	24.99
110.2040.5410.000	THEISENS SUPPLY INC	Saw blades for Utility truck	\$	24.99
001.1099.5342.000	Thermo Systems	P & F bldg RTU-4 controller	\$	6,118.62
140.4030.5611.000	Thompsons True Value	Valves and connectors	\$	22.48
001.6020.5210.000	TIMES REPUBLICAN	proposed and amendment of budget	\$	352.64
110.2010.5750.000	TITAN MACHINERY, INC.	Vermeer, M750, Disc mower	\$	15,000.00
999.1128.000	TOTAL ADMINISTRATIVE SERVICE CORP.	FLEX HEALTH BENEFITS	\$	5,716.37
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
001.4040.5441.000	TREASURER ST OF IOWA	Sales/ Use taxes	\$	138.83
001.4040.5442.000	TREASURER ST OF IOWA	Sales/ Use taxes	\$	23.11
610.8015.5441.000	TREASURER ST OF IOWA	Sales/ Use taxes	\$	14,435.40
610.8015.5441.000	TREASURER ST OF IOWA	Sales/ Use taxes	\$	2,405.90
999.1102.000	TREASURER STATE OF IOWA	Bi-Weekly Payroll SIT	\$	9,637.05
999.1102.000	TREASURER STATE OF IOWA	Bi-Weekly Payroll SIT	\$	4,630.21
001.4010.5215.000	TSYS	Library credit card transaction fees	\$	100.62
001.6021.5215.000	TSYS	Finance credit card transaction fees	\$	668.98
001.1050.5132.000	TurnoutManagement LLC	Gear repair	\$	894.44
200.7010.5810.000	UMB Bank NA	2012 A GO Bond	\$	425,000.00
200.7010.5810.000	UMB Bank NA	2016A Storm water bond	\$	165,000.00
200.7010.5810.000	UMB Bank NA	GO 2016A bond	\$	440,000.00
200.7010.5810.000	UMB Bank NA	2016B GO Bond	\$	275,000.00
200.7010.5810.000	UMB Bank NA	2017 GO Bond	\$	535,000.00
200.7010.5810.000	UMB Bank NA	2018 GO Bond	\$	360,000.00
200.7010.5810.000	UMB Bank NA	2021 GO Bond	\$	710,000.00
200.7010.5810.000	UMB Bank NA	2022A GO Bond	\$	405,000.00
200.7010.5810.000	UMB Bank NA	2022B GO bond D&D	\$	120,000.00
200.7010.5810.000	UMB Bank NA	2023 GO Bond	\$	245,000.00
200.7010.5810.000	UMB Bank NA	GO 2019 Sewer bonds	\$	495,000.00
200.7010.5810.000	UMB Bank NA	GO 2019	\$	700,000.00
200.7010.5810.000	UMB Bank NA	2020A GO Stormwater	\$	330,000.00
200.7010.5810.000	UMB Bank NA	2020A GO	\$	470,000.00
200.7010.5810.000	UMB Bank NA	2020B GO Bond Airport	\$	210,000.00
200.7010.5820.000	UMB Bank NA	2012 A GO Bond	\$	4,781.25
200.7010.5820.000	UMB Bank NA	GO 2016A Storm water bond	\$	14,400.00
200.7010.5820.000	UMB Bank NA	GO 2016A bond	\$	4,400.00
200.7010.5820.000	UMB Bank NA	2016B GO Bond	\$	22,300.00

200.7010.5820.000	UMB Bank NA	2017 GO Bond	\$ 155,775.00
200.7010.5820.000	UMB Bank NA	2018 GO Bond	\$ 29,100.00
200.7010.5820.000	UMB Bank NA	2021 GO Bond	\$ 78,350.00
200.7010.5820.000	UMB Bank NA	2022A GO Bond	\$ 188,680.00
200.7010.5820.000	UMB Bank NA	2022B GO bond D&D	\$ 12,240.00
200.7010.5820.000	UMB Bank NA	2023 GO Bond	\$ 198,506.25
200.7010.5820.000	UMB Bank NA	GO 2019	\$ 39,200.00
200.7010.5820.000	UMB Bank NA	GO 2019 Sewer bonds	\$ 9,900.00
200.7010.5820.000	UMB Bank NA	2020A GO Stormwater	\$ 10,375.00
200.7010.5820.000	UMB Bank NA	2020A GO	\$ 21,850.00
200.7010.5820.000	UMB Bank NA	2020B GO Bond Airport	\$ 10,062.50
610.8016.5810.000	UMB Bank NA	2013 Sewer Revenue bond	\$ 138,000.00
610.8016.5810.000	UMB Bank NA	2020 Sewer Revenue bond	\$ 545,000.00
610.8016.5810.000	UMB Bank NA	2021 Sewer bond	\$ 547,000.00
610.8016.5820.000	UMB Bank NA	2013 Sewer Revenue bond	\$ 10,429.10
610.8016.5820.000	UMB Bank NA	2020 Sewer Revenue bond	\$ 24,647.00
610.8016.5820.000	UMB Bank NA	2021 Sewer bond	\$ 13,757.55
125.5020.5331.000	UNITED BANK & TRUST	TIF Agreement Bettys Properties LLC for pharmacy	\$ 8,000.00
999.1112.000	UNITED WAY	UNITED WAY	\$ 545.92
999.1112.000	UNITED WAY	UNITED WAY	\$ 545.92
110.2010.5339.000	Unity Point- Occupational Medicine	random drug/ alcohol testing	\$ 42.00
610.8015.5339.000	Unity Point- Occupational Medicine	random drug/ alcohol testing	\$ 65.00
001.1010.5151.000	UnityPoint Health at Work	New employee physical	\$ 1,152.00
110.2010.5380.000	Vajgrt, Roger	Grandstand building repair	\$ 1,510.00
110.2010.5380.000	Vajgrt, Roger	Roller ride vibratory & trailer rental	\$ 250.00
690.8050.5565.000	Vajgrt, Roger	paid HRC instead of Arnold Motor	\$ (37.37)
001.4030.5562.000	VANWALL EQUIPMENT INC	mower blades	\$ 461.94
001.4065.5410.000	Walsh Door & Hardware Co	Coliseum East gym exit door	\$ 3,814.09
030.4010.5732.000	Weathered Fence LLC	Green Mountain Trainwreck	\$ 26.99
610.8015.5980.000	WEATHERMAN, MARILEE	Sewer refund filled swimming pool	\$ 36.52
001.4065.5410.000	White Cap	Coliseum north concrete step repairs	\$ 225.96
125.5020.5331.000	Willard Property LLC	TIF Agreement Willard Hopkins Bldg	\$ 91,133.00
001.4010.5344.000	Woodman Controls	Technical support visit	\$ 2,302.79
110.2010.5482.000	WoodRiver Energy LLC	905 E Main St	\$ 321.87
690.8050.5482.000	WoodRiver Energy LLC	905 E Main St	\$ 214.58
001.4010.5410.000	WW GRAINGER	RTU-7/ ERV belt	\$ 8.33
001.4010.5410.000	WW GRAINGER	Library exhaust fan belts	\$ 41.28
001.4010.5344.000	Xerox Corp	Library contract and copies	\$ 79.90
001.4030.5344.000	Xerox Corp	Parks contract and copies	\$ 280.32
610.8015.5344.000	Xerox Corp	WPCP April Xerox and copies	\$ 37.63
152.1010.5230.000	YSS Grants Billing	YSS MPACT services for April	\$ 5,000.00
389.1010.5230.000	YSS Grants Billing	YSS MPACT Services	\$ 7,855.72
389.1010.5230.000	YSS Grants Billing	YSS MPACT Services	\$ 12,930.48
TOTAL			\$ 10,404,219.98



**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 27, 2025
Re: Approve April 2025 Financial Statements

Strategic Plan Objective:

N/A

Recommended:

Staff recommends approving the April 2025 monthly financial statements.

Budget Impact:

N/A

Description/Background:

The Finance Department has prepared and reconciled the April 2025 financial statements for your review. The budgeted amounts shown are based on the FY25 amended budget that was approved in April 2025.

The attached reports include the following:

- Fund Balance Report, which includes the beginning balance at 6/30/24, the year-to-date revenues and expenses for 10 months and the ending fund cash balance at 4/30/25.
- Cash & Investments Report, which includes current balances and interest rates for all city investments.
- Monthly Budget Report, which reflects monthly and year-to-date revenues and expenses by each fund and then in summary. If the YTD Activity amount is less than the YTD Budget amount, it will show as unfavorable for revenues and favorable for expenses.

Items of interest this month:

- \$5,454,098.90 in property taxes were received.
- \$190,833.33 in donations were received for the Linn Creek District project.
- \$90,760.12 in expenses were incurred for the Iowa River Trail and 6th St. Trail Project.

- \$114,940.60 in expenses were incurred for the Riverview Park Phase 1 project.
- \$50,000 donation was received from the Friends of the Library for audiovisual equipment to be used at the Library

Attachments:

1. April 2025 Financial Statements

MARSHALLTOWN

IOWA

FUND BALANCE REPORT AS OF 4/30/25

Fund	Beginning Balance	Total Revenues	Total Expenses	Ending Balance
001 - GENERAL FUND	\$ 3,687,037.61	\$ 15,610,046.93	\$ 15,645,468.22	\$ 3,651,616.32
010 - CASH FLOW RESERVE FUND	\$ 3,177,063.33	\$ 380,988.96	\$ -	\$ 3,558,052.29
011 - INSURANCE DEDUCTIBLE RESERVE FUND	\$ 150,915.42	\$ 109,458.28	\$ -	\$ 260,373.70
030 - CAPITAL RESERVE	\$ -	\$ 575,967.74	\$ 575,967.74	\$ -
031 - CAPITAL RSRV-BLDG MAINT	\$ 245,379.23	\$ 10,045.04	\$ -	\$ 255,424.27
032 - CIP LARGE VEHICLE/EQUIPMENT	\$ 121,216.00	\$ 101,993.00	\$ -	\$ 223,209.00
110 - ROAD USE TAX	\$ 9,861,740.78	\$ 3,963,458.02	\$ 2,180,759.28	\$ 11,644,439.52
111 - ROAD USE TAX INSURANCE RESERVE	\$ 50,305.14	\$ 27,573.79	\$ -	\$ 77,878.93
112 - EMPLOYEE BENEFITS FUND	\$ 3,290,079.09	\$ 2,765,759.65	\$ 2,485,944.40	\$ 3,569,894.34
117 - POLICE/FIRE RETIREMENT	\$ 520,899.23	\$ 1,140,490.77	\$ 937,747.36	\$ 723,642.64
119 - EMERGENCY FUND	\$ -	\$ 1,906.96	\$ 1,906.87	\$ 0.09
121 - LOCAL OPTION SALES TAX	\$ 5,529,671.37	\$ 3,895,131.15	\$ 3,423,495.31	\$ 6,001,307.21
125 - TAX INCREMENT FINANCING	\$ 613,314.23	\$ 1,407,524.11	\$ 646,886.46	\$ 1,373,951.88
126 - TIF-LMI	\$ -	\$ 8,525.34	\$ -	\$ 8,525.34
130 - CITY TORT LIABILITY	\$ 46,803.48	\$ 100,123.59	\$ 85,662.52	\$ 61,264.55
132 - GRANTS-STATE/LOCAL AGENCIES	\$ (34,428.79)	\$ 640,827.77	\$ 641,247.77	\$ (34,848.79)
133 - UNDESIGNATED FEDERAL GRANTS	\$ (204,480.70)	\$ 1,175,508.88	\$ 993,627.91	\$ (22,599.73)
140 - PARK & REC DONATION FUND	\$ 248,283.06	\$ 493,614.94	\$ 92,927.68	\$ 648,970.32
141 - MTOWN TENNIS ASSOC	\$ 3,021.12	\$ 123.66	\$ -	\$ 3,144.78
142 - SOFTBALL ASSOCIATION FUND	\$ 35.77	\$ 24,014.30	\$ 27,016.23	\$ (2,966.16)
144 - LIVE HEALTHY IOWA	\$ 9,788.02	\$ 400.68	\$ -	\$ 10,188.70
145 - TORNADO GENERAL	\$ 287,863.02	\$ -	\$ 247,863.02	\$ 40,000.00
149 - FEMA - WINDS	\$ 346,964.14	\$ -	\$ 1,208.03	\$ 345,756.11
150 - LOCAL PD GRANTS	\$ (7,716.13)	\$ 50,581.17	\$ 52,051.92	\$ (9,186.88)
151 - DEPT OF JUSTICE GRANTS	\$ (744.48)	\$ 17,480.78	\$ 20,501.14	\$ (3,764.84)
152 - POLICE UNDESIGNATED GRANTS	\$ (11,402.99)	\$ 91,602.91	\$ 80,827.78	\$ (627.86)
153 - POLICE DEPT DONATION FUND	\$ 90,440.95	\$ 8,300.30	\$ 11,417.21	\$ 87,324.04
154 - AUTOMATED TRAFFIC ENFORCEMENT	\$ -	\$ 236,200.00	\$ 250,544.90	\$ (14,344.90)
156 - FIRE DEPT DONATION FUND	\$ 55,438.04	\$ 10,326.19	\$ 14,935.59	\$ 50,828.64
160 - ECONOMIC DEVELOPMENT GIFT	\$ 57,456.74	\$ 2,352.11	\$ -	\$ 59,808.85
161 - SURETY DEPOSITS/SUBDIVIDER	\$ 11,986.98	\$ 490.73	\$ -	\$ 12,477.71
170 - LIBRARY DONATION FUND	\$ 146,326.59	\$ 78,524.83	\$ 18,533.04	\$ 206,318.38
177 - SEIZED ASSETS (POLICE)	\$ 17,508.42	\$ 424.80	\$ 2,966.65	\$ 14,966.57
181 - #7 HUD LEAD GRANT	\$ (52,528.34)	\$ 433,789.54	\$ 613,964.98	\$ (232,703.78)
184 - VOUCHERS - 002, 003	\$ 321,431.84	\$ 1,327,092.53	\$ 1,301,203.85	\$ 347,320.52
189 - #6 HUD LEAD GRANT/NOW STATE FUNDS ONLY	\$ 157,746.74	\$ 6,618.62	\$ 98.00	\$ 164,267.36
200 - GO BONDS DEBT FUND	\$ 379,824.34	\$ 4,424,484.48	\$ 991,795.30	\$ 3,812,513.52
300 - CIP COLLECTION FUND	\$ 580,509.96	\$ 645,372.23	\$ 677,919.67	\$ 547,962.52
311 - RISE STREET GRANTS	\$ (258,823.17)	\$ 322,654.52	\$ 63,831.35	\$ -
312 - AIRPORT PROJECT FUND	\$ (29,787.04)	\$ 83,639.28	\$ 8,161.16	\$ 45,691.08
320 - SPECIAL ASSESSMENT PROJECTS	\$ (14,510.95)	\$ -	\$ -	\$ (14,510.95)
340 - BIKE PATH PROJECT FUND	\$ (2,293.20)	\$ 14,876.00	\$ 116,864.79	\$ (104,281.99)
341 - TREES FOREVER PROJECT	\$ 22,443.93	\$ 10,857.35	\$ 13,459.47	\$ 19,841.81
350 - GO BONDS CAPITAL PROJECTS	\$ 9,765.35	\$ 399.77	\$ -	\$ 10,165.12
355 - Dangerous & Dilapidated (included GO bonds)	\$ 220,601.23	\$ 18,045.84	\$ 25,389.23	\$ 213,257.84
363 - 2021 GO BONDS	\$ 7,082,438.67	\$ 608,455.44	\$ 3,071,025.24	\$ 4,619,868.87
364 - 2022 GO BONDS	\$ 10,153,234.52	\$ 567,285.95	\$ 1,843,802.85	\$ 8,876,717.62
365 - 2023 GO BONDS	\$ 9,999,880.79	\$ 435,470.87	\$ 17,500.00	\$ 10,417,851.66
389 - AMERICAN RESCUE PLAN	\$ 469,691.54	\$ -	\$ 190,716.86	\$ 278,974.68
395 - ECONOMIC DEVELOPMENT PROJECT FUND	\$ (91,760.00)	\$ 97,265.60	\$ -	\$ 5,505.60
610 - WATER POLLUTION CONTROL	\$ -	\$ 3,742,920.74	\$ 3,742,920.74	\$ -
611 - WPCP REVENUE	\$ 24,677,050.67	\$ 8,285,553.38	\$ 4,681,282.70	\$ 28,281,321.35
614 - WPCP CAPITAL IMPROVEMENT RSRV	\$ 1,171,478.19	\$ 47,956.51	\$ -	\$ 1,219,434.70
615 - WPCP PLANT & IMPROVEMENTS	\$ -	\$ 4,140,365.19	\$ 4,156,711.89	\$ (16,346.70)
616 - SANITARY SEWER REHAB PROJECT	\$ (0.03)	\$ 413,818.47	\$ 413,818.44	\$ -
617 - SANITARY SEWER NEW CONSTRUCTN	\$ 181,375.85	\$ 8,963.00	\$ -	\$ 190,338.85
618 - WPCP INSURANCE RESERVE (WAS TORNADO)	\$ 100,610.28	\$ 106,176.45	\$ -	\$ 206,786.73
690 - TRANSIT OPERATING	\$ 1,205,433.62	\$ 912,035.67	\$ 804,899.37	\$ 1,312,569.92
691 - TRANSIT INSURANCE RESERVE	\$ 25,152.57	\$ 1,029.66	\$ -	\$ 26,182.23
740 - STORM SEWER UTILITY	\$ 2,624,054.45	\$ 1,343,592.45	\$ 763,245.32	\$ 3,204,401.58
750 - COMPOSTING FACILITY	\$ 241,394.12	\$ 73,400.36	\$ 105,380.31	\$ 209,414.17
760 - P&R CONCESSIONS ENTERPRISE	\$ 1,457.86	\$ 33,208.44	\$ 45,512.56	\$ (10,846.26)
881 - OCCUPATIONAL INSURANCE ESCROW	\$ 201,247.45	\$ 148,258.50	\$ 52,916.53	\$ 296,589.42
884 - GROUP HEALTH INSURANCE ESCROW	\$ 65,001.64	\$ 3,356,057.42	\$ 2,787,611.92	\$ 633,447.14
886 - WORKMAN'S COMP DEDUCTIBLE FUND	\$ 36,391.55	\$ 1,481.81	\$ 385.04	\$ 37,488.32
913 - 911 COMMISION	\$ (126,387.00)	\$ 1,341,810.91	\$ 1,337,119.42	\$ (121,695.51)
	<u>\$ 87,662,892.10</u>	<u>\$ 65,882,704.36</u>	<u>\$ 56,267,044.02</u>	<u>\$ 97,278,552.44</u>

MARSHALLTOWN

IOWA

CASH AND INVESTMENTS AS OF 4/30/25

Account	Name	Ending Balance	Interest Rate
BalObject: 0110 - P&R Deposits			
<u>999.0110.100</u>	First Interstate Bank P&R Deposits	113,375.17	3.30
	Total BalObject: 0110 - P&R Deposits :	113,375.17	
BalObject: 0111 - Operating			
<u>999.0111.100</u>	First Interstate Bank Operating	882,916.41	3.30
	Total BalObject: 0111 - Operating:	882,916.41	
BalObject: 0113 - Payroll			
<u>999.0113.100</u>	First Interstate Bank Payroll	425,000.00	3.30
	Total BalObject: 0113 - Payroll:	425,000.00	
BalObject: 0115 - HUD Admin			
<u>999.0115.100</u>	First Interstate Bank HUD Admin	351,440.48	3.30
	Total BalObject: 0115 - HUD Admin:	351,440.48	
BalObject: 0116 - HUD HAP			
<u>999.0116.100</u>	First Interstate Bank HUD HAP	7,338.82	3.30
	Total BalObject: 0116 - HUD HAP:	7,338.82	
BalObject: 0117 - Police			
<u>999.0117.100</u>	First Interstate Bank Police	15,341.57	3.30
	Total BalObject: 0117 - Police:	15,341.57	
BalObject: 0117 - ACH			
<u>999.0118.100</u>	First Interstate Bank ACH	1,000.00	3.30
	Total BalObject: 0118 - ACH	1,000.00	
BalObject: 0120 - PETTY CASH			
<u>001.0120.000</u>	PETTY CASH - RECORDS	100.00	0.00
<u>144.0120.000</u>	PETTY CASH-TRACK MEET	-	0.00
<u>750.0120.000</u>	PETTY CASH	500.00	0.00
<u>760.0120.000</u>	PETTY CASH	-	0.00
	Total BalObject: 0120 - PETTY CASH:	600.00	
BalObject: 0122 - PETTY CASH-CITY CLERK			
<u>001.0122.000</u>	PETTY CASH-CITY CLERK	200.00	0.00
	Total BalObject: 0122 - PETTY CASH-CITY CLERK:	200.00	
Page 1:2			
BalObject: 0123 - PETTY CASH-LIBRARY			
<u>001.0123.000</u>	PETTY CASH-LIBRARY	100.00	0.00
	Total BalObject: 0123 - PETTY CASH-LIBRARY:	100.00	

Account	Name	Ending Balance	Interest Rate
BalObject: 0124 - PETTY CASH-LIBRARY			
<u>001.0125.000</u>	PETTY CASH-LIBRARY	200.00	0.00
	Total BalObject: 0124 - PETTY CASH-LIBRARY:	200.00	
BalObject: 0125 - PETTY CASH-PARK			
<u>001.0125.000</u>	PETTY CASH-PARK	225.00	0.00
	Total BalObject: 0125 - PETTY CASH-PARK:	225.00	
BalObject: 0130 - CASH HELD BY INSUR ADMIN			
<u>885.0130.000</u>	CASH HELD BY INSUR ADMI	1.00	0.00
	Total BalObject: 0130 - CASH HELD BY INSUR ADM	1.00	
BalObject: 0215 - IPAIT MONEY MARKET			
<u>999.0215.000</u>	IPAIT MONEY MARKET	42,567,749.18	4.10
	Total BalObject: 0215 - IPAIT MONEY MARKET:	42,567,749.18	
BalObject: 0216 - FIRST INTERSTATE BANK MM			
<u>999.0216.000</u>	First Interstate Bank MM	9,788,274.46	3.30
	Total BalObject: 0216 - FIRST INTERSTATE BANK M	9,788,274.46	
BalObject: 0240 - MIDWEST ONE CD (91-365 DAYS)			
<u>364.0240.000</u>	MIDWEST ONE CD	-	
<u>999.0240.000</u>	MIDWEST ONE CD	3,000,000.00	4.10
	Total BalObject: 0240 - MIDWEST ONE CD	3,000,000.00	
BalObject: 0243 - GNB INV			
<u>365.0243.000</u>	GNB CD	-	
<u>999.0243.000</u>	GNB CD	9,020,543.56	4.12-4.32
	Total BalObject: 0243 - GNB INV	9,020,543.56	
BalObject: 0246 - PINNACLE INV			
<u>365.0246.000</u>	PINNACLE CD	-	
<u>999.0246.000</u>	PINNACLE CD	29,053,435.62	4.25-5.3
	Total BalObject: 0246 - PINNACLE CD	29,053,435.62	
BalObject: 0248 - Alerus Financial			
<u>999.0248.000</u>	Alerus CD	1,000,000.00	4.26
	Total BalObject: 0248 - ALERUS CD	1,000,000.00	
BalObject: 0249 - United Bank & Trust			
<u>999.0249.000</u>	UB&T CD	1,024,088.55	4.75
	Total BalObject: 0265 - UB&T CD	1,024,088.55	
BalObject: 0265 - IPAIT CD			
<u>999.0265.000</u>	IPAIT CD	-	
	Total BalObject: 0265 - IPAIT CD	-	
BalObject: 0273 - IPAIT GOV SEC			
<u>999.0273.000</u>	IPAIT GOV INV	-	
	Total BalObject: 0273 - IPAIT GOV SEC	-	
BalObject: 0999 - POOLED CASH			
<u>999.0999.000</u>	POOLED CASH - prepaid work comp and outstanding AP	26,722.62	0.00
	Total BalObject: 0999 - POOLED CASH:	26,722.62	
Page 2:2	TOTAL	97,278,552.44	



Monthly Budget Report - Marshalltown

Group Summary

For Fiscal: Current Period Ending: 04/30/2025

Account Typ...	April Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Fund: 001 - GENERAL FUND					
Revenue	3,193,147.91	16,520,101.70	15,610,046.93	-910,054.77	19,824,158.00
Expense	1,442,169.52	16,514,698.60	15,645,468.22	869,230.38	19,824,158.00
Total Fund: 001 - GENERAL FUND:	1,750,978.39	5,403.10	-35,421.29	-40,824.39	0.00
Fund: 010 - CASH FLOW RESERVE FUND					
Revenue	16,456.00	282,542.50	380,988.96	98,446.46	339,051.00
Total Fund: 010 - CASH FLOW RESERVE FUND:	16,456.00	282,542.50	380,988.96	98,446.46	339,051.00
Fund: 011 - INSURANCE DEDUCTIBLE RESERVE FUND					
Revenue	1,204.23	90,833.30	109,458.28	18,624.98	109,000.00
Total Fund: 011 - INSURANCE DEDUCTIBLE RESERVE FUND:	1,204.23	90,833.30	109,458.28	18,624.98	109,000.00
Fund: 030 - CAPITAL RESERVE					
Revenue	10,614.60	603,409.90	575,967.74	-27,442.16	724,092.00
Expense	10,614.60	603,305.00	575,967.74	27,337.26	724,092.00
Total Fund: 030 - CAPITAL RESERVE:	0.00	104.90	0.00	-104.90	0.00
Fund: 031 - CAPITAL RSRV-BLDG MAINT					
Revenue	1,181.34	1,666.60	10,045.04	8,378.44	2,000.00
Expense	0.00	112,275.10	0.00	112,275.10	134,741.00
Total Fund: 031 - CAPITAL RSRV-BLDG MAINT:	1,181.34	-110,608.50	10,045.04	120,653.54	-132,741.00
Fund: 032 - CIP LARGE VEHICLE/EQUIPMENT					
Revenue	0.00	84,994.10	101,993.00	16,998.90	101,993.00
Total Fund: 032 - CIP LARGE VEHICLE/EQUIPMENT:	0.00	84,994.10	101,993.00	16,998.90	101,993.00
Fund: 110 - ROAD USE TAX					
Revenue	413,420.07	3,761,610.40	3,963,458.02	201,847.62	4,513,933.00
Expense	143,246.73	2,846,182.20	2,180,759.28	665,422.92	3,415,429.00
Total Fund: 110 - ROAD USE TAX:	270,173.34	915,428.20	1,782,698.74	867,270.54	1,098,504.00
Fund: 111 - ROAD USE TAX INSURANCE RESERVE					
Revenue	360.19	22,491.60	27,573.79	5,082.19	27,000.00
Total Fund: 111 - ROAD USE TAX INSURANCE RESERVE:	360.19	22,491.60	27,573.79	5,082.19	27,000.00
Fund: 112 - EMPLOYEE BENEFITS FUND					
Revenue	912,188.95	2,519,222.40	2,765,759.65	246,537.25	3,023,067.00
Expense	0.00	3,010,230.80	2,485,944.40	524,286.40	3,612,277.00
Total Fund: 112 - EMPLOYEE BENEFITS FUND:	912,188.95	-491,008.40	279,815.25	770,823.65	-589,210.00

Monthly Budget Report - Marshalltown

For Fiscal: Current Period Ending: 04/30/2025

Account Typ...	April Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Fund: 117 - POLICE/FIRE RETIREMENT					
Revenue	383,410.85	1,143,165.60	1,140,490.77	-2,674.83	1,371,799.00
Expense	0.00	1,061,237.50	937,747.36	123,490.14	1,273,485.00
Total Fund: 117 - POLICE/FIRE RETIREMENT:	383,410.85	81,928.10	202,743.41	120,815.31	98,314.00
Fund: 119 - EMERGENCY FUND					
Revenue	0.09	1,585.60	1,906.96	321.36	1,903.00
Expense	0.00	1,585.80	1,906.87	-321.07	1,903.00
Total Fund: 119 - EMERGENCY FUND:	0.09	-0.20	0.09	0.29	0.00
Fund: 121 - LOCAL OPTION SALES TAX					
Revenue	409,289.87	3,675,019.10	3,895,131.15	220,112.05	4,410,023.00
Expense	32,500.00	5,078,727.60	3,423,495.31	1,655,232.29	6,094,520.00
Total Fund: 121 - LOCAL OPTION SALES TAX:	376,789.87	-1,403,708.50	471,635.84	1,875,344.34	-1,684,497.00
Fund: 125 - TAX INCREMENT FINANCING					
Revenue	419,164.86	1,266,885.70	1,407,524.11	140,638.41	1,520,263.00
Expense	0.00	1,319,772.40	646,886.46	672,885.94	1,583,727.00
Total Fund: 125 - TAX INCREMENT FINANCING:	419,164.86	-52,886.70	760,637.65	813,524.35	-63,464.00
Fund: 126 - TIF-LMI					
Revenue	3,815.85	7,867.40	8,525.34	657.94	9,441.00
Total Fund: 126 - TIF-LMI:	3,815.85	7,867.40	8,525.34	657.94	9,441.00
Fund: 130 - CITY TORT LIABILITY					
Revenue	1,589.89	66,395.70	100,123.59	33,727.89	79,675.00
Expense	1,000.00	98,833.20	85,662.52	13,170.68	118,600.00
Total Fund: 130 - CITY TORT LIABILITY:	589.89	-32,437.50	14,461.07	46,898.57	-38,925.00
Fund: 132 - GRANTS-STATE/LOCAL AGENCIES					
Revenue	0.00	921,138.20	640,827.77	-280,310.43	1,105,366.00
Expense	420.00	717,863.20	641,247.77	76,615.43	861,436.00
Total Fund: 132 - GRANTS-STATE/LOCAL AGENCIES:	-420.00	203,275.00	-420.00	-203,695.00	243,930.00
Fund: 133 - UNDESIGNATED FEDERAL GRANTS					
Revenue	12,345.64	1,339,447.30	1,175,508.88	-163,938.42	1,607,337.00
Expense	0.00	1,169,046.40	993,627.91	175,418.49	1,402,856.00
Total Fund: 133 - UNDESIGNATED FEDERAL GRANTS:	12,345.64	170,400.90	181,880.97	11,480.07	204,481.00
Fund: 140 - PARK & REC DONATION FUND					
Revenue	197,087.68	220,974.90	493,614.94	272,640.04	265,170.00
Expense	16,222.90	261,737.70	92,927.68	168,810.02	314,186.00
Total Fund: 140 - PARK & REC DONATION FUND:	180,864.78	-40,762.80	400,687.26	441,450.06	-49,016.00
Fund: 141 - MTOWN TENNIS ASSOC					
Revenue	14.54	125.00	123.66	-1.34	150.00
Total Fund: 141 - MTOWN TENNIS ASSOC:	14.54	125.00	123.66	-1.34	150.00

Monthly Budget Report - Marshalltown

For Fiscal: Current Period Ending: 04/30/2025

Account Typ...	April Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Fund: 142 - SOFTBALL ASSOCIATION FUND					
Revenue	0.00	30,365.00	24,014.30	-6,350.70	36,438.00
Expense	1,273.74	30,373.10	27,016.23	3,356.87	36,474.00
Total Fund: 142 - SOFTBALL ASSOCIATION FUND:	-1,273.74	-8.10	-3,001.93	-2,993.83	-36.00
Fund: 144 - LIVE HEALTHY IOWA					
Revenue	47.12	6,536.60	400.68	-6,135.92	7,844.00
Expense	0.00	6,286.00	0.00	6,286.00	7,544.00
Total Fund: 144 - LIVE HEALTHY IOWA :	47.12	250.60	400.68	150.08	300.00
Fund: 145 - TORNADO GENERAL					
Expense	0.00	239,885.80	247,863.02	-7,977.22	287,863.00
Total Fund: 145 - TORNADO GENERAL:	0.00	239,885.80	247,863.02	-7,977.22	287,863.00
Fund: 149 - FEMA - WINDS					
Expense	0.00	0.00	1,208.03	-1,208.03	0.00
Total Fund: 149 - FEMA - WINDS:	0.00	0.00	1,208.03	-1,208.03	0.00
Fund: 150 - LOCAL PD GRANTS					
Revenue	9,477.61	49,980.00	50,581.17	601.17	60,000.00
Expense	5,047.27	50,228.30	52,051.92	-1,823.62	60,298.00
Total Fund: 150 - LOCAL PD GRANTS:	4,430.34	-248.30	-1,470.75	-1,222.45	-298.00
Fund: 151 - DEPT OF JUSTICE GRANTS					
Revenue	6,116.32	17,954.10	17,480.78	-473.32	21,545.00
Expense	0.00	17,330.50	20,501.14	-3,170.64	20,800.00
Total Fund: 151 - DEPT OF JUSTICE GRANTS:	6,116.32	623.60	-3,020.36	-3,643.96	745.00
Fund: 152 - POLICE UNDESIGNATED GRANTS					
Revenue	17,868.61	95,338.30	91,602.91	-3,735.39	114,410.00
Expense	6,897.65	85,807.40	80,827.78	4,979.62	103,007.00
Total Fund: 152 - POLICE UNDESIGNATED GRANTS:	10,970.96	9,530.90	10,775.13	1,244.23	11,403.00
Fund: 153 - POLICE DEPT DONATION FUND					
Revenue	403.87	2,666.60	8,300.30	5,633.70	3,200.00
Expense	604.10	14,292.70	11,417.21	2,875.49	17,158.00
Total Fund: 153 - POLICE DEPT DONATION FUND:	-200.23	-11,626.10	-3,116.91	8,509.19	-13,958.00
Fund: 154 - AUTOMATED TRAFFIC ENFORCEMENT					
Revenue	22,625.00	391,229.90	236,200.00	-155,029.90	469,476.00
Expense	8,565.00	272,139.10	250,544.90	21,594.20	326,575.00
Total Fund: 154 - AUTOMATED TRAFFIC ENFORCEMENT:	14,060.00	119,090.80	-14,344.90	-133,435.70	142,901.00
Fund: 156 - FIRE DEPT DONATION FUND					
Revenue	615.08	4,216.60	10,326.19	6,109.59	5,060.00
Expense	4,260.00	32,664.20	14,935.59	17,728.61	39,200.00
Total Fund: 156 - FIRE DEPT DONATION FUND:	-3,644.92	-28,447.60	-4,609.40	23,838.20	-34,140.00

Monthly Budget Report - Marshalltown

For Fiscal: Current Period Ending: 04/30/2025

Account Typ...	April Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Fund: 160 - ECONOMIC DEVELOPMENT GIFT					
Revenue	276.62	833.30	2,352.11	1,518.81	1,000.00
Expense	0.00	16,666.60	0.00	16,666.60	20,000.00
Total Fund: 160 - ECONOMIC DEVELOPMENT GIFT:	276.62	-15,833.30	2,352.11	18,185.41	-19,000.00
Fund: 161 - SURETY DEPOSITS/SUBDIVIDER					
Revenue	57.71	154.10	490.73	336.63	185.00
Total Fund: 161 - SURETY DEPOSITS/SUBDIVIDER:	57.71	154.10	490.73	336.63	185.00
Fund: 170 - LIBRARY DONATION FUND					
Revenue	52,466.27	624,562.40	78,524.83	-546,037.57	749,475.00
Expense	2,461.92	299,782.90	18,533.04	281,249.86	359,740.00
Total Fund: 170 - LIBRARY DONATION FUND:	50,004.35	324,779.50	59,991.79	-264,787.71	389,735.00
Fund: 177 - SEIZED ASSETS (POLICE)					
Revenue	40.87	2,957.20	424.80	-2,532.40	3,550.00
Expense	120.00	3,332.30	2,966.65	365.65	4,000.00
Total Fund: 177 - SEIZED ASSETS (POLICE):	-79.13	-375.10	-2,541.85	-2,166.75	-450.00
Fund: 181 - #7 HUD LEAD GRANT					
Revenue	0.00	1,988,151.60	433,789.54	-1,554,362.06	2,385,782.00
Expense	141,528.73	1,987,458.00	613,964.98	1,373,493.02	2,385,782.00
Total Fund: 181 - #7 HUD LEAD GRANT:	-141,528.73	693.60	-180,175.44	-180,869.04	0.00
Fund: 184 - VOUCHERS - 002, 003					
Revenue	134,551.10	1,388,019.80	1,327,092.53	-60,927.27	1,665,625.00
Expense	130,307.86	1,180,213.40	1,301,203.85	-120,990.45	1,416,322.00
Total Fund: 184 - VOUCHERS - 002, 003:	4,243.24	207,806.40	25,888.68	-181,917.72	249,303.00
Fund: 189 - #6 HUD LEAD GRANT/NOW STATE FUNDS ONLY					
Revenue	839.74	4,166.60	6,618.62	2,452.02	5,000.00
Expense	98.00	0.00	98.00	-98.00	0.00
Total Fund: 189 - #6 HUD LEAD GRANT/NOW STATE FUNDS ONLY:	741.74	4,166.60	6,520.62	2,354.02	5,000.00
Fund: 200 - GO BONDS DEBT FUND					
Revenue	593,276.88	6,211,373.80	4,424,484.48	-1,786,889.32	7,453,649.00
Expense	0.00	6,398,346.50	991,795.30	5,406,551.20	7,678,016.00
Total Fund: 200 - GO BONDS DEBT FUND:	593,276.88	-186,972.70	3,432,689.18	3,619,661.88	-224,367.00
Fund: 300 - CIP COLLECTION FUND					
Revenue	215,017.58	605,454.00	645,372.23	39,918.23	726,545.00
Expense	10,614.60	688,369.90	677,919.67	10,450.23	826,044.00
Total Fund: 300 - CIP COLLECTION FUND:	204,402.98	-82,915.90	-32,547.44	50,368.46	-99,499.00
Fund: 311 - RISE STREET GRANTS					
Revenue	0.00	420,619.20	322,654.52	-97,964.68	504,776.00
Expense	0.00	204,971.00	63,831.35	141,139.65	245,965.35
Total Fund: 311 - RISE STREET GRANTS:	0.00	215,648.20	258,823.17	43,174.97	258,810.65

Monthly Budget Report - Marshalltown

For Fiscal: Current Period Ending: 04/30/2025

Account Typ...	April Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Fund: 312 - AIRPORT PROJECT FUND					
Revenue	211.32	373,961.60	83,639.28	-290,322.32	448,754.08
Expense	0.00	251,715.80	8,161.16	243,554.64	302,059.00
Total Fund: 312 - AIRPORT PROJECT FUND:	211.32	122,245.80	75,478.12	-46,767.68	146,695.08
Fund: 340 - BIKE PATH PROJECT FUND					
Revenue	0.00	439,794.90	14,876.00	-424,918.90	527,754.00
Expense	90,760.12	444,134.10	116,864.79	327,269.31	532,961.00
Total Fund: 340 - BIKE PATH PROJECT FUND:	-90,760.12	-4,339.20	-101,988.79	-97,649.59	-5,207.00
Fund: 341 - TREES FOREVER PROJECT					
Revenue	4,091.77	29,837.30	10,857.35	-18,979.95	35,805.00
Expense	0.00	33,333.30	13,459.47	19,873.83	40,000.00
Total Fund: 341 - TREES FOREVER PROJECT:	4,091.77	-3,496.00	-2,602.12	893.88	-4,195.00
Fund: 350 - GO BONDS CAPITAL PROJECTS					
Revenue	47.01	166.60	399.77	233.17	200.00
Total Fund: 350 - GO BONDS CAPITAL PROJECTS:	47.01	166.60	399.77	233.17	200.00
Fund: 355 - Dangerous & Dilapidated (included GO bonds)					
Revenue	986.32	16,671.60	18,045.84	1,374.24	20,010.00
Expense	5,995.00	156,497.60	25,389.23	131,108.37	187,800.00
Total Fund: 355 - Dangerous & Dilapidated (included GO bonds):	-5,008.68	-139,826.00	-7,343.39	132,482.61	-167,790.00
Fund: 363 - 2021 GO BONDS					
Revenue	21,366.90	784,727.80	608,455.44	-176,272.36	941,673.50
Expense	58,260.63	3,152,172.70	3,071,025.24	81,147.46	3,782,607.89
Total Fund: 363 - 2021 GO BONDS:	-36,893.73	-2,367,444.90	-2,462,569.80	-95,124.90	-2,840,934.39
Fund: 364 - 2022 GO BONDS					
Revenue	66,054.83	824,187.20	567,285.95	-256,901.25	989,025.00
Expense	173,623.66	6,306,130.50	1,843,802.85	4,462,327.65	7,567,357.35
Total Fund: 364 - 2022 GO BONDS:	-107,568.83	-5,481,943.30	-1,276,516.90	4,205,426.40	-6,578,332.35
Fund: 365 - 2023 GO BONDS					
Revenue	48,182.58	749,999.90	435,470.87	-314,529.03	900,000.00
Expense	0.00	519,791.50	17,500.00	502,291.50	623,750.00
Total Fund: 365 - 2023 GO BONDS:	48,182.58	230,208.40	417,970.87	187,762.47	276,250.00
Fund: 389 - AMERICAN RESCUE PLAN					
Expense	0.00	186,720.00	190,716.86	-3,996.86	224,064.00
Total Fund: 389 - AMERICAN RESCUE PLAN:	0.00	186,720.00	190,716.86	-3,996.86	224,064.00
Fund: 395 - ECONOMIC DEVELOPMENT PROJECT FUND					
Revenue	0.00	76,466.60	97,265.60	20,799.00	91,760.00
Total Fund: 395 - ECONOMIC DEVELOPMENT PROJECT FUND:	0.00	76,466.60	97,265.60	20,799.00	91,760.00
Fund: 610 - WATER POLLUTION CONTROL					
Revenue	268,700.81	6,503,981.60	3,742,920.74	-2,761,060.86	7,804,778.00

Monthly Budget Report - Marshalltown

For Fiscal: Current Period Ending: 04/30/2025

Account Typ...	April Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Expense	269,886.08	6,503,209.80	3,742,920.74	2,760,289.06	7,804,778.00
Total Fund: 610 - WATER POLLUTION CONTROL:	-1,185.27	771.80	0.00	-771.80	0.00
Fund: 611 - WPCP REVENUE					
Revenue	798,813.40	7,671,205.70	8,285,553.38	614,347.68	9,205,447.43
Expense	268,700.81	8,747,143.30	4,681,282.70	4,065,860.60	10,496,612.00
Total Fund: 611 - WPCP REVENUE:	530,112.59	-1,075,937.60	3,604,270.68	4,680,208.28	-1,291,164.57
Fund: 614 - WPCP CAPITAL IMPROVEMENT RSRV					
Revenue	5,639.89	43,333.30	47,956.51	4,623.21	52,000.00
Total Fund: 614 - WPCP CAPITAL IMPROVEMENT RSRV:	5,639.89	43,333.30	47,956.51	4,623.21	52,000.00
Fund: 615 - WPCP PLANT & IMPROVEMENTS					
Revenue	48,609.72	5,097,040.80	4,140,365.19	-956,675.61	6,116,449.00
Expense	64,956.42	5,097,040.70	4,156,711.89	940,328.81	6,116,449.00
Total Fund: 615 - WPCP PLANT & IMPROVEMENTS:	-16,346.70	0.10	-16,346.70	-16,346.80	0.00
Fund: 616 - SANITARY SEWER REHAB PROJECT					
Revenue	0.00	1,167,278.30	413,818.47	-753,459.83	1,400,734.00
Expense	0.00	1,167,279.10	413,818.44	753,460.66	1,400,735.00
Total Fund: 616 - SANITARY SEWER REHAB PROJECT:	0.00	-0.80	0.03	0.83	-1.00
Fund: 617 - SANITARY SEWER NEW CONSTRUCTN					
Revenue	33.00	7,666.60	8,963.00	1,296.40	9,200.00
Total Fund: 617 - SANITARY SEWER NEW CONSTRUCTN:	33.00	7,666.60	8,963.00	1,296.40	9,200.00
Fund: 618 - WPCP INSURANCE RESERVE (WAS TORNADO)					
Revenue	956.39	87,583.30	106,176.45	18,593.15	105,100.00
Total Fund: 618 - WPCP INSURANCE RESERVE (WAS TORNADO):	956.39	87,583.30	106,176.45	18,593.15	105,100.00
Fund: 690 - TRANSIT OPERATING					
Revenue	73,135.84	1,034,276.30	912,035.67	-122,240.63	1,241,132.00
Expense	80,774.44	943,832.50	804,899.37	138,933.13	1,132,631.00
Total Fund: 690 - TRANSIT OPERATING:	-7,638.60	90,443.80	107,136.30	16,692.50	108,501.00
Fund: 691 - TRANSIT INSURANCE RESERVE					
Revenue	121.09	1,250.00	1,029.66	-220.34	1,500.00
Total Fund: 691 - TRANSIT INSURANCE RESERVE:	121.09	1,250.00	1,029.66	-220.34	1,500.00
Fund: 740 - STORM SEWER UTILITY					
Revenue	137,304.89	1,262,487.40	1,343,592.45	81,105.05	1,514,985.00
Expense	52,719.55	1,413,857.80	763,245.32	650,612.48	1,696,857.00
Total Fund: 740 - STORM SEWER UTILITY:	84,585.34	-151,370.40	580,347.13	731,717.53	-181,872.00
Fund: 741 - 2020A GO (was 20160 GO STORM WATER PROJ					
Revenue	0.00	361,122.40	0.00	-361,122.40	433,347.00
Expense	0.00	361,122.50	0.00	361,122.50	433,347.00
Total Fund: 741 - 2020A GO (was 20160 GO STORM WATER PROJ:	0.00	-0.10	0.00	0.10	0.00

Monthly Budget Report - Marshalltown

For Fiscal: Current Period Ending: 04/30/2025

Account Typ...	April Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Fund: 750 - COMPOSTING FACILITY					
Revenue	11,766.23	63,124.70	73,400.36	10,275.66	75,750.00
Expense	1,836.79	97,243.40	105,380.31	-8,136.91	116,698.00
Total Fund: 750 - COMPOSTING FACILITY:	9,929.44	-34,118.70	-31,979.95	2,138.75	-40,948.00
Fund: 760 - P&R CONCESSIONS ENTERPRISE					
Revenue	0.00	52,554.00	33,208.44	-19,345.56	63,090.00
Expense	0.00	43,340.50	45,512.56	-2,172.06	52,019.00
Total Fund: 760 - P&R CONCESSIONS ENTERPRISE:	0.00	9,213.50	-12,304.12	-21,517.62	11,071.00
Fund: 881 - OCCUPATIONAL INSURANCE ESCROW					
Revenue	13,890.60	0.00	148,258.50	148,258.50	0.00
Expense	20,612.24	0.00	52,916.53	-52,916.53	0.00
Total Fund: 881 - OCCUPATIONAL INSURANCE ESCROW:	-6,721.64	0.00	95,341.97	95,341.97	0.00
Fund: 884 - GROUP HEALTH INSURANCE ESCROW					
Revenue	337,956.42	149,999.70	3,356,057.42	3,206,057.72	180,000.00
Expense	356,440.42	0.00	2,787,611.92	-2,787,611.92	0.00
Total Fund: 884 - GROUP HEALTH INSURANCE ESCROW:	-18,484.00	149,999.70	568,445.50	418,445.80	180,000.00
Fund: 886 - WORKMAN'S COMP DEDUCTIBLE FUND					
Revenue	173.38	0.00	1,481.81	1,481.81	0.00
Expense	0.00	0.00	385.04	-385.04	0.00
Total Fund: 886 - WORKMAN'S COMP DEDUCTIBLE FUND:	173.38	0.00	1,096.77	1,096.77	0.00
Fund: 913 - 911 COMMISION					
Revenue	126,613.68	0.00	1,341,810.91	1,341,810.91	0.00
Expense	114,949.93	10,630.80	1,337,119.42	-1,326,488.62	12,757.00
Total Fund: 913 - 911 COMMISION:	11,663.75	-10,630.80	4,691.49	15,322.29	-12,757.00
Report Total:	5,476,160.30	-8,586,065.40	9,615,660.34	18,201,725.74	-10,312,205.58

Fund Summary

Fund	April Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
001 - GENERAL FUND	1,750,978.39	5,403.10	-35,421.29	-40,824.39	0.00
010 - CASH FLOW RESERVE FUND	16,456.00	282,542.50	380,988.96	98,446.46	339,051.00
011 - INSURANCE DEDUCTIBLE RE	1,204.23	90,833.30	109,458.28	18,624.98	109,000.00
030 - CAPITAL RESERVE	0.00	104.90	0.00	-104.90	0.00
031 - CAPITAL RSRV-BLDG MAINT	1,181.34	-110,608.50	10,045.04	120,653.54	-132,741.00
032 - CIP LARGE VEHICLE/EQUIPM	0.00	84,994.10	101,993.00	16,998.90	101,993.00
110 - ROAD USE TAX	270,173.34	915,428.20	1,782,698.74	867,270.54	1,098,504.00
111 - ROAD USE TAX INSURANCE	360.19	22,491.60	27,573.79	5,082.19	27,000.00
112 - EMPLOYEE BENEFITS FUND	912,188.95	-491,008.40	279,815.25	770,823.65	-589,210.00
117 - POLICE/FIRE RETIREMENT	383,410.85	81,928.10	202,743.41	120,815.31	98,314.00
119 - EMERGENCY FUND	0.09	-0.20	0.09	0.29	0.00
121 - LOCAL OPTION SALES TAX	376,789.87	-1,403,708.50	471,635.84	1,875,344.34	-1,684,497.00
125 - TAX INCREMENT FINANCING	419,164.86	-52,886.70	760,637.65	813,524.35	-63,464.00
126 - TIF-LMI	3,815.85	7,867.40	8,525.34	657.94	9,441.00
130 - CITY TORT LIABILITY	589.89	-32,437.50	14,461.07	46,898.57	-38,925.00
132 - GRANTS-STATE/LOCAL AGE	-420.00	203,275.00	-420.00	-203,695.00	243,930.00
133 - UNDESIGNATED FEDERAL G	12,345.64	170,400.90	181,880.97	11,480.07	204,481.00
140 - PARK & REC DONATION FUI	180,864.78	-40,762.80	400,687.26	441,450.06	-49,016.00
141 - MTOWN TENNIS ASSOC	14.54	125.00	123.66	-1.34	150.00
142 - SOFTBALL ASSOCIATION FU	-1,273.74	-8.10	-3,001.93	-2,993.83	-36.00
144 - LIVE HEALTHY IOWA	47.12	250.60	400.68	150.08	300.00
145 - TORNADO GENERAL	0.00	-239,885.80	-247,863.02	-7,977.22	-287,863.00
149 - FEMA - WINDS	0.00	0.00	-1,208.03	-1,208.03	0.00
150 - LOCAL PD GRANTS	4,430.34	-248.30	-1,470.75	-1,222.45	-298.00
151 - DEPT OF JUSTICE GRANTS	6,116.32	623.60	-3,020.36	-3,643.96	745.00
152 - POLICE UNDESIGNATED GR	10,970.96	9,530.90	10,775.13	1,244.23	11,403.00
153 - POLICE DEPT DONATION FL	-200.23	-11,626.10	-3,116.91	8,509.19	-13,958.00
154 - AUTOMATED TRAFFIC ENFC	14,060.00	119,090.80	-14,344.90	-133,435.70	142,901.00
156 - FIRE DEPT DONATION FUND	-3,644.92	-28,447.60	-4,609.40	23,838.20	-34,140.00
160 - ECONOMIC DEVELOPMENT	276.62	-15,833.30	2,352.11	18,185.41	-19,000.00
161 - SURETY DEPOSITS/SUBDIVI	57.71	154.10	490.73	336.63	185.00
170 - LIBRARY DONATION FUND	50,004.35	324,779.50	59,991.79	-264,787.71	389,735.00
177 - SEIZED ASSETS (POLICE)	-79.13	-375.10	-2,541.85	-2,166.75	-450.00
181 - #7 HUD LEAD GRANT	-141,528.73	693.60	-180,175.44	-180,869.04	0.00
184 - VOUCHERS - 002, 003	4,243.24	207,806.40	25,888.68	-181,917.72	249,303.00
189 - #6 HUD LEAD GRANT/NOW	741.74	4,166.60	6,520.62	2,354.02	5,000.00
200 - GO BONDS DEBT FUND	593,276.88	-186,972.70	3,432,689.18	3,619,661.88	-224,367.00
300 - CIP COLLECTION FUND	204,402.98	-82,915.90	-32,547.44	50,368.46	-99,499.00
311 - RISE STREET GRANTS	0.00	215,648.20	258,823.17	43,174.97	258,810.65
312 - AIRPORT PROJECT FUND	211.32	122,245.80	75,478.12	-46,767.68	146,695.08

Monthly Budget Report - Marshalltown

For Fiscal: Current Period Ending: 04/30/2025

340 - BIKE PATH PROJECT FUND	-90,760.12	-4,339.20	-101,988.79	-97,649.59	-5,207.00
341 - TREES FOREVER PROJECT	4,091.77	-3,496.00	-2,602.12	893.88	-4,195.00
350 - GO BONDS CAPITAL PROJEC	47.01	166.60	399.77	233.17	200.00
355 - Dangerous & Dilapidated (ir	-5,008.68	-139,826.00	-7,343.39	132,482.61	-167,790.00
363 - 2021 GO BONDS	-36,893.73	-2,367,444.90	-2,462,569.80	-95,124.90	-2,840,934.39
364 - 2022 GO BONDS	-107,568.83	-5,481,943.30	-1,276,516.90	4,205,426.40	-6,578,332.35
365 - 2023 GO BONDS	48,182.58	230,208.40	417,970.87	187,762.47	276,250.00
389 - AMERICAN RESCUE PLAN	0.00	-186,720.00	-190,716.86	-3,996.86	-224,064.00
395 - ECONOMIC DEVELOPMENT	0.00	76,466.60	97,265.60	20,799.00	91,760.00
610 - WATER POLLUTION CONTRI	-1,185.27	771.80	0.00	-771.80	0.00
611 - WPCP REVENUE	530,112.59	-1,075,937.60	3,604,270.68	4,680,208.28	-1,291,164.57
614 - WPCP CAPITAL IMPROVEMI	5,639.89	43,333.30	47,956.51	4,623.21	52,000.00
615 - WPCP PLANT & IMPROVEM	-16,346.70	0.10	-16,346.70	-16,346.80	0.00
616 - SANITARY SEWER REHAB PF	0.00	-0.80	0.03	0.83	-1.00
617 - SANITARY SEWER NEW COM	33.00	7,666.60	8,963.00	1,296.40	9,200.00
618 - WPCP INSURANCE RESERVE	956.39	87,583.30	106,176.45	18,593.15	105,100.00
690 - TRANSIT OPERATING	-7,638.60	90,443.80	107,136.30	16,692.50	108,501.00
691 - TRANSIT INSURANCE RESER	121.09	1,250.00	1,029.66	-220.34	1,500.00
740 - STORM SEWER UTILITY	84,585.34	-151,370.40	580,347.13	731,717.53	-181,872.00
741 - 2020A GO (was 20160 GO S	0.00	-0.10	0.00	0.10	0.00
750 - COMPOSTING FACILITY	9,929.44	-34,118.70	-31,979.95	2,138.75	-40,948.00
760 - P&R CONCESSIONS ENTERP	0.00	9,213.50	-12,304.12	-21,517.62	11,071.00
881 - OCCUPATIONAL INSURANCI	-6,721.64	0.00	95,341.97	95,341.97	0.00
884 - GROUP HEALTH INSURANCI	-18,484.00	149,999.70	568,445.50	418,445.80	180,000.00
886 - WORKMAN'S COMP DEDUC	173.38	0.00	1,096.77	1,096.77	0.00
913 - 911 COMMISSION	11,663.75	-10,630.80	4,691.49	15,322.29	-12,757.00
Report Total:	5,476,160.30	-8,586,065.40	9,615,660.34	18,201,725.74	-10,312,205.58



Jill Petermeier
Human Resource Director
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To: Civil Service Commission

From: Chris Cross, Fire Chief
Jill Petermeier, Human Resource Director

Re: Firefighter New Hire List

After reviewing all applicants and their qualifications, the following persons were tested and considered to best meet the qualifications for the above listed position and are ranked as follows:

Brandon Fogt* 68.92/82
Robert Collins 42.06/82

*Veteran's preference

This list shall be valid for a period not to exceed May 15, 2026.

Certified by Civil Service Commission on May 15, 2025.

A handwritten signature in black ink, appearing to read "Nancy Harris", is written over a horizontal line.

Nancy Harris, Civil Service Commission Chair

Attest:

A handwritten signature in blue ink, appearing to read "Alicia Hunter", is written over a horizontal line.

Alicia Hunter, Clerk of the Commission



Jill Petermeier
Human Resource Director
24 North Center Street
Marshalltown, IA 50158
Tel (641) 754-5704 Fax (641) 844.1899
jpetermeier@marshalltown-ia.gov

To: Civil Service Commission

From: Chris Cross, Fire Chief
Jill Petermeier, Human Resource Director

Re: Deputy Chief New Hire List

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

Curtis Raue 192.18/253.5

This list shall be valid for this testing process only.

Certified by Civil Service Commission on May 15, 2025

A handwritten signature in black ink, appearing to read "Nancy Harris", is written over a horizontal line.

Nancy Harris, Civil Service Commission Chair

Attest:

A handwritten signature in blue ink, appearing to read "Alicia Hunter", is written over a horizontal line.

Alicia Hunter, Clerk of the Commission



**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:
Meeting Date: May 27, 2025
Re: Appoint Heidi Hogan to the Board of Adjustment, term 5/28/25-3/31/29
(Replacing Adrian Sanchez who resigned 4/17/25)

Strategic Plan Objective:

Recommended:

Budget Impact:

Description/Background:

Attachments:

None



**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:
Meeting Date: May 27, 2025
Re: Reappoint Chris Bennett to the Civil Service Commission, term 6/14/25-6/14/29

Strategic Plan Objective:

Recommended:

Budget Impact:

Description/Background:

Attachments:

None



**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:
Meeting Date: May 27, 2025
Re: Appoint Lea Husak to the Library Board of Trustees, term 7/1/25-6/30/31
(Replacing Maureen Lyons, who is retiring at the end of the term 6/30/25)

Strategic Plan Objective:

Recommended:

Budget Impact:

Description/Background:

Attachments:

None



**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:
Meeting Date: May 27, 2025
Re: Reappoint Sandy Bennett to the Library Board of Trustees, term 7/1/25-6/30/31

Strategic Plan Objective:

Recommended:

Budget Impact:

Description/Background:

Attachments:

None



**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:
Meeting Date: May 27, 2025
Re: Approve Retail Tobacco Renewal Applications - Hy-Vee Fast & Fresh at 808 S Center St; Hy-Vee Food Store at 802 S Center St; Food & Gas Mart at 613 N 3rd Ave; Jiffy #922 at 111 S 3rd Ave; Git-N-Go Convenience Store #34 at 3302 S Center St; Git-N-Go Convenience Store #35 at 902 W Lincoln Way; Walgreens #03196 at 5 E Anson St; Greenleaf Tobacco & Vape at 50 Lafrentz Lane, Ste J

Strategic Plan Objective:

Recommended:

Budget Impact:

Description/Background:

Attachments:

None



**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:
Meeting Date: May 27, 2025
Re: Approve Device Retailer Renewal for Greenleaf Tobacco & Vape at 50
Lafrentz Lane, St J

Strategic Plan Objective:

Recommended:

Budget Impact:

Description/Background:

Attachments:

None



**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 27, 2025
Re: Resolution Authorizing the Use of Council-Designated Local Option Sales Tax for City Hall Security Improvements

Strategic Plan Objective:

N/A

Recommended:

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

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. At the May 12th meeting council approved a motion to bring forward a resolution for funding.

Attachments:

1. 2025-05-27_Resolution LOST Funds for Security Improvements
2. LOST detail updated after April 28 2025 Council Meeting

**RESOLUTION AUTHORIZING THE USE OF COUNCIL-DESIGNATED LOCAL
OPTION SALES TAX FOR CITY HALL SECURITY IMPROVEMENTS**

WHEREAS, the City of Marshalltown City Council desires the building to be unlocked for public meeting attendees in the Council Chambers; and

WHEREAS, staff sought out options to allow the exterior door to remain unlocked while securing the remainder of the building; and

WHEREAS, it is recommended the use of council-designated local option sales tax is utilized to complete security enhancements; and

WHEREAS, the City Council of the City of Marshalltown finds it in the best interest to complete the enhancements; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA: that the City of Marshalltown hereby approves an amount not to exceed \$12,000 in Council-designated Local Option Sales Tax funds for City Hall Security Enhancements.

Passed this 27th day of May 2025, and signed this _____ day of May 2025.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

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)
49	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: Alicia Hunter, City Clerk
Meeting Date: May 27, 2025
Re: Resolution Allowing Open Containers on Public Ways for the Elks Lodge #312
130th Anniversary Public Event on July 12, 2025

Strategic Plan Objective:

Partner with citizens, for-profit, non-profit, and others to improve quality of life.

Recommended:

Allow alcohol beverages on public ways for community event.

Budget Impact:

N/A

Description/Background:

The City of Marshalltown Code of Ordinances 130.030(1) states that “it shall be unlawful for any person to possess an open or unsealed bottle, can, jar or other receptacle containing an alcoholic beverage on any public sidewalk, street, alley or parking lot, or within a motor vehicle. Section 130.030(2) grants the City Council the power to grant exceptions to Section 130.030(B) for special events and activities.

Elks Lodge #312 is hosting a community-wide event on July 12, 2025, to celebrate their 130th anniversary and has requested the ability to have open containers on public ways. They will be the liquor license holder for the event, allowing alcohol in the barricaded area on Church Street from 1st Street to the alleyway west of the building. The event will be from 4-8 pm with food trucks, games, and a DJ. If approved, they will apply for a temporary outdoor service area through the ABD, which will come back to council for approval.

Attachments:

1. 2025-05-27_2025-092_Resolution Approving Alcohol Public Way-Elks Lodge
2. 2025-05-27_2025-092_Outdoor Service Area

**RESOLUTION ALLOWING OPEN CONTAINERS ON DESIGNATED PUBLIC
WAYS FOR THE ELKS LODGE #312 130TH ANNIVERSARY PUBLIC EVENT ON
JULY 12, 2025**

WHEREAS, the City of Marshalltown Code of Ordinances 130.030(1) states that “it shall be unlawful for any person to possess an open or unsealed bottle, can, jar or other receptacle containing an alcoholic beverage on any public sidewalk, street, alley or parking lot, or within a motor vehicle; and

WHEREAS, Section 130.030(2) grants the City Council the power to grant exceptions to Section 130.030(B) for special events and activities; and

WHEREAS, Elks Lodge #312 has requested the ability to hold their 130th Anniversary Event on Church Street adjacent to their location at 101 W Church Street on July 12, 2025, where they will be the liquor license holder for the event serving alcohol in the barricaded area; and

WHEREAS, staff has reviewed the request and recommend approval of the special event exception for this community-wide event.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that the Elks Lodge #312 130th Anniversary Event on July 12, 2025 is granted an exemption to allow for open containers in a public way.

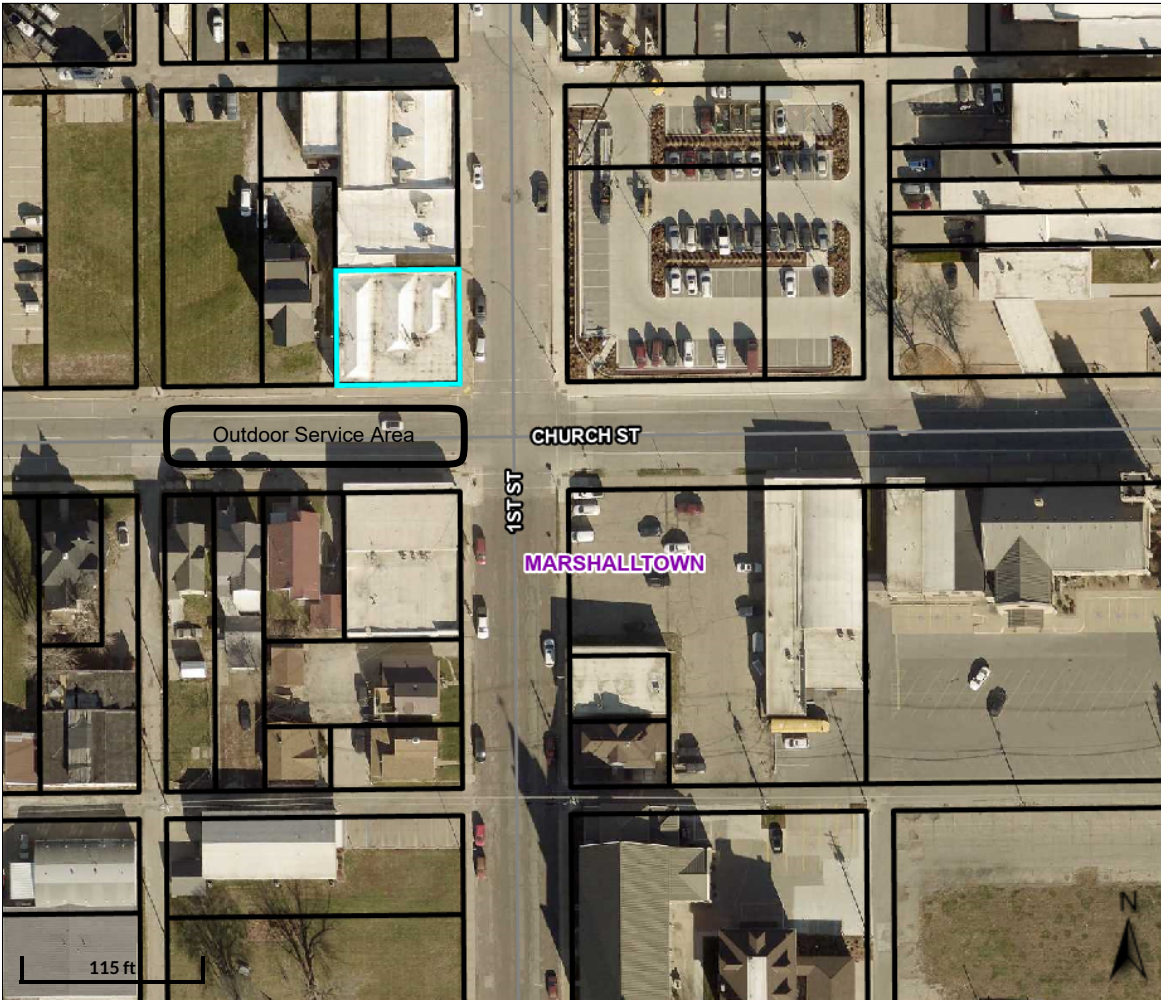
Passed this 27th day of May 2025 and signed this _____ day of May 2025.

CITY OF MARSHALLTOWN, IOWA

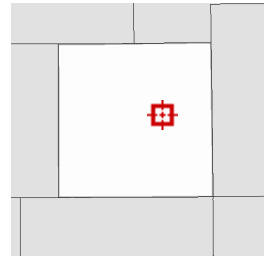
Joel Greer, Mayor

ATTEST:

Alicia Hunter, CMC, City Clerk



Overview



Legend

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

Parcel ID	8418-35-127-025	Alternate ID	n/a	Owner Address	ELKS, LODGE 312 101 W CHURCH ST MARSHALLTOWN, IA 50158	Last 2 Sales Date	Price	Reason	Qual
Sec/Twp/Rng	--	Class	COMMERCIAL			7/15/1996	\$60000	Normal	Q
Property Address	27-31 S 1ST ST MARSHALLTOWN	Acreage	n/a			n/a	0	n/a	n/a
District	640228-Mtown City/Mtown/Mtown								
Brief	E 15' S 70' LOT 11 & S 70' LOT 12 BLK 16								
Tax Description	(Note: Not to be used on legal documents)								

Date created: 5/21/2025

Last Data Uploaded: 5/21/2025 5:07:44 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: Christopher Jones, Police Chief
Meeting Date: May 27, 2025
Re: Resolution Declaring Certain Property Surplus Property and Authorizing the Disposal or Sale Thereof from the Police Department

Strategic Plan Objective:

N/A. City policy requires the governing body to approve certain property being declared surplus before its sale or disposal.

Recommended:

Staff recommend that the referenced property be declared as surplus property, allowing for the disposal or sale to another law enforcement agency.

Budget Impact:

Not yet determined.

Description/Background:

In January 2025, the police department signed an extended agreement with Axon to implement a body camera, in-car camera, and taser program. After entering into this agreement, all preexisting equipment serving the police department has been upgraded or replaced. Other area law enforcement agencies have requested information statewide, inquiring about the potential purchase of items our police department is no longer utilizing. Staff are unsure if other law enforcement agencies would be interested in purchasing this property. Staff would like to request that the items listed above be declared surplus. After the declaration, staff will explore the opportunity to sell items to other law enforcement agencies only or destroy the property according to city, department, and manufacturer policy and recommendations.

Attachments:

1. 2025-05-27_2025-093_Resolution Declaring Cameras and Tasers Surplus

**RESOLUTION DECLARING CERTAIN PROPERTY SURPLUS PROPERTY AND
AUTHORIZING THE DISPOSAL OR SALE THEREOF FROM THE POLICE
DEPARTMENT**

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 is the sole owner of the property listed in Section 1; and

WHEREAS, the listed property is no longer suitable for police department use and should be declared surplus property; and

WHEREAS, the disposal or sale of this property is in the best interests of the City of Marshalltown.

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

Section 1. The property listed below are hereby declared as surplus property and shall be disposed of or sold to another law enforcement agency:

- A. (37) Watchguard Body Cameras
- B. (5) Watchguard Body Camera Docks
- C. (15) Watchguard In-Car Camera Units
- D. (21) Axon Taser X2s

Passed this 27th day of May 2025, and signed this _____ day of May 2025.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. 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 27, 2025
Re: Resolution Declaring Certain Property, Being Asset #7117, Surplus Property and Authorizing Sale and Disposal thereof from the Parking Enforcement Division of the Housing & Community Development Department

Strategic Plan Objective:

None of the Top or High Priority Goals identified in the 2025 Strategic Plan are related to this item. However, enforcing parking regulations throughout town in an effective manner requires a mode of transportation that is reliable.

Recommended:

Recommend authorizing this used vehicle, Asset 7117, be declared surplus.

Budget Impact:

We propose that the sale proceeds of this asset be deposited into the Fund that originally funded the purchase, the Capital Reserve Fund (Fund 030).

Description/Background:

When the parking enforcement position was filled and moved from the Police Department to the Housing & Community Development, our hire reported some mechanical issues with the truck, a 2010 Dodge Ram 1500 (Asset 7117, VIN 1D7RV1GT3AS139548). On a temporary basis, until the Street Division mechanic could review the truck, the parking enforcement officer utilized a Ford Edge that the Housing and Community Development Department had from one of the positions that had been recently eliminated.

After an inspection by the Public Works Street Mechanic, the following items and estimates for cost of repairs were as follows:

- Transmission slipping - \$4,500
- A/C condenser leaks water on floor boards - \$800
- Broken exhaust studs - \$700
- Exhaust system has leak - \$600

With the repairs estimated at \$6,600 for a truck that would be worth between \$5,000 and \$6,000 and combined with the truck having a fair amount of body/frame rust and over 110,000 miles, we are not recommending repairing the truck. The parking enforcement officer can continue to utilize the HCD Ford Edge.

Our plan for disposal is to utilize Gov Deals to auction off the truck. We recently found more success in utilizing Gov Deals in lieu of trading in many of our assets. If the initial GovDeals auction is not successful, we re-evaluate and consider re-listing on GovDeals or if, due to its condition, if another option to trade-in, sell outright, sell for salvage, or scrap would be most appropriate.

Attachments:

1. 2025-05-27_2025-095_Resolution Declaring Property Surplus-Parking Division

**RESOLUTION DECLARING CERTAIN PROPERTY, BEING ASSETS #7117,
SURPLUS PROPERTY AND AUTHORIZING SALE AND DISPOSAL THEREOF
FROM THE PARKING ENFORCEMENT DIVISION OF THE HOUSING &
COMMUNITY DEVELOPMENT DEPARTMENT**

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

WHEREAS, the City of Marshalltown is the sole owner of the property listed in Section 1, which is to be declared surplus property; and

WHEREAS, the surplus property should be sold and disposed of; and

WHEREAS, the disposal of excess property is in the best interests of the City of Marshalltown.

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

Section 1. The property listed below is hereby declared as surplus property and shall be sold and disposed of:

<u>Asset</u>	<u>Description</u>
#7117	2010 Dodge Ram 1500 Quad, VIN 1D7RV1GT3AS139548

Passed this 27th 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: Carol Webb, City Administrator
Meeting Date: May 27, 2025
Re: Resolution Approving a Contract between the City of Marshalltown and Granicus for Community Development and Business Licensing Software and Implementation

Strategic Plan Objective:

Improve technology and streamline the economic development process.

Recommended:

Recommend the approval of the contract.

Budget Impact:

Project implementation will be funded by the 030 CIP fund. There was \$36,399 budgeted in the CIP for the Energov update that Council approved in April 2025. We will use these funds for the new agreement plus an additional \$7,005.56. The ongoing costs will be integrated into operating budgets. The total cost of implementation is \$43,404.56. The contract's first year is \$34,556.76, the second year is \$36,284.60, and the third year is \$38,098.84.

Description/Background:

City staff recently solicited proposals for its community development and business licensing software, as the current system, Energov, is not fully functional and does not meet staff's needs. The selection committee received seven proposals and conducted demonstrations with two companies. Granicus offered the most functionality and the best customer interface, allowing applicants to apply and pay online for building permits. The new software will allow us to streamline the development review and permitting process and manage code enforcement and business licensing.

Attachments:

1. Resolution Approving Granicus Contract
2. City of Marshalltown, IA (SmartGov Proposal) 04.21.25

**RESOLUTION APPROVING CONTRACT BETWEEN THE CITY OF
MARSHALLTOWN AND GRANICUS FOR COMMUNITY DEVELOPMENT
AND BUSINESS LICENSING SOFTWARE**

WHEREAS, the City of Marshalltown solicited proposals for a community development and business licensing software; and

WHEREAS, the City has negotiated a contract with Granicus; and

WHEREAS, the City Council will use \$43,404.56 of fund 030 CIP for the Granicus software instead of \$36,399 for the Energov update; and

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

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

Section 1. The Contract for community and business licensing software is hereby approved.

Section 2. The Mayor and City Clerk are hereby authorized and directed to execute said contract on behalf of the City of Marshalltown.

Passed this 27th day of May 2025, and signed this _____ day of May 2025.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, CMC, City Clerk

**Procurement Vehicle: NCPA (01-115)
In Support of: Marshalltown, IA****ORDER DETAILS**

Prepared By: Gene Nagy
Phone:
Email: eugene.nagy@granicus.com
Order #: Q-419668
Prepared On: 21 Apr 2025
Expires On: 27 Jun 2025

ORDER TERMS

Currency: USD
Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Period of Performance: The term of the Agreement will commence on the date this document is signed and will continue for 36 months.

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

One-Time Fees			
Solution	Billing Frequency	Quantity/Unit	One-Time Fee
SmartGov Training	Upon Delivery	1 Each	\$2,888.76
SmartGov Custom Implementation	Upon Delivery	1 Each	\$0.00
Financial Export Connector Configuration	Upon Delivery	1 Each	\$2,493.75
Existing Merchant Connector Configuration	Upon Delivery	1 Each	\$1,496.25
Project Management - SmartGov	Upon Delivery	1 Each	\$5,413.70
Map Connector Configuration	Upon Delivery	1 Each	\$1,246.88
Parcel Connector Configuration	Upon Delivery	1 Each	\$3,117.19
Portal Configuration	Upon Delivery	1 Each	\$1,246.88
Fees Configuration (Pages)	Upon Delivery	1 Each	\$501.80
General Config	Upon Delivery	1 Each	\$2,493.75
Workflow template customization	Upon Delivery	1 Each	\$12,530.60
Standardized Data Migration - Permits	Upon Delivery	1 Each	\$4,987.50
Base Standardized Migration Cost	Upon Delivery	1 Each	\$1,870.31
Standardized Data Migration - Code Enforcement	Upon Delivery	1 Each	\$3,117.19
SUBTOTAL:			\$43,404.56

New Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
SmartGov - Enterprise	Annual	1 Each	\$31,963.68
SmartGov Code Enforcement	Annual	1 Each	\$0.00
SmartGov Licensing	Annual	1 Each	\$0.00
SmartGov Permitting	Annual	1 Each	\$0.00
SmartGov Connector Financial	Annual	1 Each	\$1,296.54
SmartGov Connector Merchant	Annual	1 Each	\$1,296.54
SUBTOTAL:			\$34,556.76

FUTURE YEAR PRICING

Solution(s)	Period of Performance	
	Year 2	Year 3
SmartGov - Enterprise	\$33,561.86	\$35,239.96
SmartGov Code Enforcement	\$0.00	\$0.00
SmartGov Licensing	\$0.00	\$0.00
SmartGov Permitting	\$0.00	\$0.00
SmartGov Connector Financial	\$1,361.37	\$1,429.44
SmartGov Connector Merchant	\$1,361.37	\$1,429.44
SUBTOTAL:	\$36,284.60	\$38,098.84

PRODUCT DESCRIPTIONS

Solution	Description
SmartGov - Enterprise	Annual subscription to SmartGov software for: Permitting, Licensing, and Code Enforcement. Subscription includes the Public Portal.
SmartGov Code Enforcement	Annual subscription for SmartGov Code Enforcement Module for managing service requests and complaints.
SmartGov Licensing	Annual subscription for SmartGov Licensing Module for contractor registration, rental registration, business licensing.
SmartGov Permitting	Annual subscription for SmartGov Permitting Module for building and planning permits, inspections, and contacts.
SmartGov Connector Financial	The SmartGov Financial Connector outputs a financial extract with a pre-determined format which may be written to the customer's FTP site, if desired, to facilitate automated external processing of the file. The customer may request the use of an alternate delimiter if a comma is not acceptable. The financial extract job may be run on demand or scheduled to run on a consistent basis (e.g., daily, weekly, monthly, etc.). Companion reports designed for reconciliation and extract verification are also available.
SmartGov Connector Merchant	Connection to one merchant in the back office and/or portal from a list of available options. Subscriber remains responsible for the relationship with the provider.
SmartGov Training	Includes up to two (2) hours of User Acceptance Training to prepare primary users for Validation, focused on navigation and testing best practices. Go-Live training will span a one (1) week period, provided in three (3) hour sessions focused on Permit/Application Intake, Review, Inspections and Code Enforcement processes (as needed).
SmartGov Custom Implementation	SmartGov Configuration based on implementation options selected.

Solution	Description
Financial Export Connector Configuration	Configure financial export according to subscribers FMS (financial management system) as provided by Subscriber. Train Subscriber on how to export and set scheduler. Company will customize the configuration of the export to match Subscriber financial system input needs as documented. Available customizations include: Additional data fields Altered order of column information Alternate delimiter or fixed width formatting A header line is not part of the export. Financial Connector does not connect directly with any Financial Management System. If Subscriber provides a local (FTP) File Transfer Protocol, the Financial Connector can automatically upload to the defined FTP destination. By default, financial extract jobs are pre-configured and the included configuration of the Receipt Extract job will produce a comma-delimited file with the following data points: Receipt Number Receipt Date FMS/GL Code Fund GL Account Fee Amount Paid Fee Code Name Permit/License/Case Number Payer Name The included configuration of the Receipt Extract – FMS/GL Summary job will produce a comma-delimited file with the following data points: FMS/GL Code Fund GL Account Fee Amount Paid The file output of the financial extract may be written to the customer's FTP site, if desired, to facilitate automated external processing of the file. The customer may request the use of an alternate delimiter if a comma is not acceptable. The financial extract job may be run on demand or scheduled to run on a consistent basis (e.g., daily, weekly, monthly, etc.). Companion reports designed for reconciliation and extract verification are also available.

Solution	Description
Existing Merchant Connector Configuration	Configure merchant connection. Test and troubleshoot connection during test process. Subscriber to provide the required linking information for Company to complete the setup. These will often include connection URLs, Login IDs, and Transaction Keys. Requirements vary slightly depending on the selected Merchant. SmartGov will not test in Production environments.
Project Management - SmartGov	Project Management: Company Project Manager will act as an extension of the Subscriber's team and manage the implementation from start to finish. The Subscriber will have access to a personalized timeline which will be reviewed on a regular cadence. The Project Manager will partner with the Subscriber to coordinate all services, management of the project timeline, and help identify risks and/or issues. Project Management Services include: • Project planning and kickoff meetings. • Project schedule developed and maintained according to the SOW tasks, deliverables, dependencies, and resource assignments. • Status reporting and coordination of status meetings, bi-weekly, or as required. • Schedule monitoring and scope management. • Risk Management planning to identify, analyze, and mitigate risks. • Action Item and decision tracking, as well as resolving and escalating issues. • Change control management and issue tracking. • Company project resource management. • Verify product and deliverable acceptance with Subscriber. • Facilitating transition to Support. • Company's Project Manager will serve as the single point of contact for the project related to this SOW.

Solution	Description
Map Connector Configuration	Configure subscribers ESRI GIS layers into SmartGov Troubleshooting the incoming data Train client on how to maintain the service in SmartGov. MAP/GIS Connector: Company will connect to ESRI Map Service provided by Subscriber and secured by a publicly trusted certificate issued by a Certificate Authority. Subscriber is responsible for contracting separately with ESRI map service provider and ESRI configuration. SmartGov Requirements for Map Connector Integration: ArcGIS for Server 10.4 or ArcGIS for server Enterprise Standard 10.7.1 (OR) ArcGIS Online. Subscriber Map Service must be publicly accessible and require no user authentication of any kind. The Map Service must include a parcel layer with a designated field having parcel numbers that exactly match those provided in the Parcel Connector source data (this layer may be the same as that provided for the Parcel Connector if no authentication is required for access). Support for Feature, Tiled, and Web Map Services is not included. Custom base maps are not supported. Base maps from the ESRI base map library will be available for use. The following base maps are currently included (subject to change): - Imagery - Imagery Hybrid - Streets - Topographic - Navigation - Streets (Night) - Terrain with Labels - Light Gray Canvas - Dark Gray Canvas - Oceans - National Geographic Style Map - Open Street Map - Charted Territory Map - Community Map - Navigation (Dark Mode) - Newspaper Map - Human Geography Map - Human Geography Dark Map - Modern Antique Map - Mid-Century Map - Nova Map - Colored Pencil Map - Firefly Imagery Hybrid

Solution	Description
	USA Topo Maps

Solution	Description
Parcel Connector Configuration	Company will configure EITHER a Delimited Parcel Job OR ARCGIS Parcel Job on behalf of the Subscriber. Configure Subscribers parcel fields into SmartGov. Troubleshooting the incoming data and providing recommendations for Subscriber to resolve data gaps. Train Subscriber on how to maintain the service in SmartGov. Delimited File – A delimited file may be uploaded to the job at runtime. The delimited file option supports a single address for each individual parcel. Subscriber must use the template provided by Company. Parcel Layer – A parcel layer must be accessible by URL through an ESRI REST service. A secondary address-only layer may also be provided for parcels that have more than one address. The layer(s) must be publicly accessible and may be secured with a username and password. Subscriber is responsible for obtaining, cleaning, and maintaining all parcel data within the delimited file and/or ESRI Rest service. The configured parcel job will be available for Subscriber to run on-demand after go-live. The Parcel Layer Job can be set to run daily, weekly, monthly, or annually defined by how often Subscriber intends to update the Rest Service. Parcel source data (delimited file or parcel layer) must include the following fields, at a minimum: - Parcel Number - Primary Situs Address - Primary Situs City - Primary Situs State - Primary Situs Zip Code - Owner Name - Owner Street Address - Owner City populated for USA addresses only - Owner State populated for USA addresses only - Owner Zip Code populated for USA addresses only - International Indicator with a value of "Y" for any owner address outside of the USA - International line including the full regional equivalent of the city, state and zip code for any owner address outside of the USA Inclusion of the following additional fields is recommended: - Parcel center point latitude in decimal degrees - Parcel center point longitude in decimal degrees If using a secondary address layer with the ARCGIS Parcel job, the address layer must contain the following fields: - Parcel Number

Solution	Description
	Secondary Situs Address Secondary Situs City Secondary Situs Zip Code Inclusion of the following additional fields is recommended for the secondary address layer: Address point latitude in decimal degrees Address point longitude in decimal degrees
Portal Configuration	Company will customize Subscriber's Portal by: • Loading Subscriber logo. • Exposing all permits/business licenses identified in Configuration workbook in which citizens will have access. • Advising on best practices for public release timeline and access code configuration. • Load Subscriber custom verbiage into limited fields. • Provide the access URL (Uniform Resource Locator) for Subscriber to add link to jurisdiction web pages. Includes consultant-led end-to-end walkthrough and demonstration of UAT/Validation process to Subscriber to confirm functionality meets configuration requirements.
Fees Configuration (Pages)	Subscriber Fees configured based on provided Fee schedule and according to Configuration Workbook. Based on Subscriber fee schedule, defined in the Order Form, Company will: • Setup Subscriber fee code calculations. • Load Subscriber FMS (Financial Management System) / GL (General Ledger Code) (according to Configuration Workbook). • Load Subscriber Valuation table (according to Configuration Workbook or ICC (International Chamber of Commerce) table). Setup Subscriber fixture costs (according to Configuration Workbook). • Load other Subscriber custom attributes / details as required for Subscriber fee calculations (according to Configuration Workbook).

Solution	Description
General Config	General Configuration: As part of the General Configuration, Company will: • Create Subscriber database with best practice defaults. • Provide Validation environment access to Subscriber. • Load Subscriber users with Company standard permissions (according to Configuration Workbook). • Configure system values (locality, time zone, header and footer detail, standard report settings). • Load Client Code References/Violation types (according to Configuration Workbook). • Set up General Ledger accounts. • Load Subscriber logo. • Provide access to over 100 reports and output document templates. Subscriber receives credentials for environment when initial configuration items under General Configuration deliverable are completed.
Workflow template customization	Workflow Template Configuration: Company will configure process templates as defined in the Business Process Analysis phase for each department in scope: Building/Permits, Code Enforcement, Licensing and/or Recurring Inspections. Company will: Load Subscriber Code References/Violation types (according to Configuration Workbook). Load custom attributes/details within the limited fields available (not associated with fees, according to Configuration Workbook). Configure workflow to meet business requirements defined in Configuration Workbook. Consultant-led end-to-end walkthrough and demonstration of UAT/Validation process to Subscriber to confirm functionality meets configuration requirements. Completed upon configuration according to documentation in the Configuration Workbook Percentage: 100%

Solution	Description
Standardized Data Migration - Permits	Company will import permit data from a single client database source, approved by Company as standard source data. Multiple databases or unapproved source data will be subject to a change order for a custom data migration. The fields below are considered in-scope of a standard Permit data migration. The final output has many factors, including the fields available from the source data. Fields: Basic Permit Info, Parcel Contacts (Contractors will be listed on Contacts), Inspections, Fees as Notes, Notes The data migration process assumptions: Subscriber will provide an initial data set from source database. Company will provide a mapping workbook to Subscriber where Subscriber is responsible for mapping data fields to the preconfigured database fields. Subscriber will have two (2) weeks ten (10) business days to validate the initial data load and provide feedback. There is a maximum of two (2) rounds of feedback within that 10-day period. Thorough validation is necessary for any successful SmartGov data migration as there is no additional data cleansing possible after the final migration. No more system changes will be permitted after successful Validation. Subscriber to provide a final data set three (3) business days before Go-Live. Final data load will occur the day before Go-Live.

Solution	Description
Base Standardized Migration Cost	Base Data Migration includes non-module data such as contacts and is included in all standard data migration packages with one or more module data migrations. Company will import permit data from a single client database source, approved by Company as standard source data. Multiple databases or unapproved source data will be subject to a change order for a custom data migration. The Standard Data Migration includes the Base fields and one or more of the additional datasets per the Sales Order Form. The fields below are considered in-scope of a standard data migration. The final output has many factors, including the fields available from the source data. Parcels: Ownership Addresses Contacts: Phone Address Email The data migration process assumptions: Subscriber will provide an initial data set from source database. Company will provide a mapping workbook to Subscriber where Subscriber is responsible for mapping data fields to the preconfigured database fields. Subscriber will have two (2) weeks ten (10) business days to validate the initial data load and provide feedback. There is a maximum of two (2) rounds of feedback within that 10-day period. Thorough validation is necessary for any successful SmartGov data migration as there is no additional data cleansing possible after the final migration. No more system changes will be permitted after successful Validation. Subscriber to provide a final data set three (3) business days before Go-Live. Final data load will occur the day before Go-Live.

Solution	Description
Standardized Data Migration - Code Enforcement	Company will import Code Enforcement data from a single client database source, approved by Company as standard source data. Multiple databases or unapproved source data will be subject to a change order for a custom data migration. The fields below are considered in-scope of a standard Code Enforcement data migration. The final output has many factors, including the fields available from the source data. Migration includes only current occurrence, no history. Fields: Case Request, Basic Case, Info Complainant, Contacts, Inspections, Fees as Notes, Notes The data migration process assumptions: Subscriber will provide an initial data set from source database. Company will provide a mapping workbook to Subscriber where Subscriber is responsible for mapping data fields to the preconfigured database fields. Subscriber will have two (2) weeks ten (10) business days to validate the initial data load and provide feedback. There is a maximum of two (2) rounds of feedback within that 10-day period. Thorough validation is necessary for any successful SmartGov data migration as there is no additional data cleansing possible after the final migration. No more system changes will be permitted after successful Validation. Subscriber to provide a final data set three (3) business days before Go-Live. Final data load will occur the day before Go-Live.

TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at <https://granicus.com/legal/licensing>, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-419668 dated 21 Apr 2025 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Marshalltown, IA to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- The terms and Conditions of the Agreement 01-115 effective 08 DEC 2020 between Granicus and NCPA govern this Quote and are incorporated herein by reference, including the Master Agreement and all exhibits thereto.

BILLING INFORMATION

Billing Contact:		Purchase Order Required?	[] - No [] - Yes
Billing Address:		PO Number: <i>If PO required</i>	
Billing Email:		Billing Phone:	

If submitting a Purchase Order, please include the following language:

The pricing, terms, and conditions of quote Q-419668 dated 21 Apr 2025 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Marshalltown, IA	
Signature:	
Name:	
Title:	
Date:	



**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 27, 2025
Re: Resolution Approving Contract Change Order #1 for the 6th St Trail, Project #TRL18002, a Decrease of \$10,778

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 – “Continually improve and sustain the City’s infrastructure, organization, and services” was.

Recommended:

Staff recommends approval of Change Order #1, a decrease of \$10,778.00.

Budget Impact:

We have sufficient funding for this change order. The following numbers are shown as a FYI to understand project costs and where funding is coming from:

Project Costs:

Design	\$	52,400.00	<i>Bolton & Menk</i>
Tree Removal	\$	650.00	<i>Top Notch</i>
Legion Driveway Repairs	\$	750.00	<i>Street Division</i>
Construction Bid	\$	214,255.00	<i>Howrey Construction, Inc.</i>
Change Order 1 (Pending)	\$	<u>-10,778.00</u>	<i>Howrey Construction, Inc.</i>
	\$	257,277.00	TOTAL

Funding Sources:

LOST	\$	65,000.00
2022 GO Bond (Fund 364)	\$	<u>250,000.00</u>
		\$ 315,000.00
TOTAL		

Description/Background:

This change order includes the following items:

- This project was originally intended to tie on to the pedestrian bridge crossing Linn

Creek; however, due to the timing proximity of this project and the upcoming bridge replacement, the north limit for the trail was pulled back south which reduced the quantities of bid items 4, 5, 12, 13, and 14.

- The Contractor requested the use of proof roll methods for subgrade compaction and testing in lieu of compaction testing through density testing. The city authorized the change at a decrease cost to the project of \$1,000.
- No unsuitable backfill material was encountered on the project; therefore, the bid item was not needed, reducing project costs \$2,250.
- During the project, three areas of old asphalt were uncovered that were in conflict with the project so additional pavement removal was authorized.
- Minor quantity adjustment due to as installed quantity for item 22.
- A stabilized construction entrance was not needed at the indicated location due to dry weather conditions at the time of clearing/grubbing.
- An on-site concrete washout was not used as trucks left the site prior to washing up.
- During the project, there was some minor asphalt detachment on the Legion driveway where it had previously been alligator cracked and previously patched at least 3 time. The additional damage was estimated to cost \$1,250 in repairs. No additional access point was identified on the plans and permission had been obtained from the Legion for access through the driveway; however, the minor damage was not a result of any inappropriate use of the drive. However, once the damage was noticed by city staff and brought to Contractor's attention, no additional measures were used to minimize further damage. As such, the repair costs were split \$750 by the Contractor as a deduct to this project and \$500 city. The repair work was performed by Public Works Street Division.

The project substantial completion remains July 1, 2025 with final completion by September 15, 2025. City staff are currently scheduling a final walk thru to establish any punch list items remaining on the project.

Attachments:

1. Resolution Approving CO1 6th St Trail
2. TRL18002 CO 1_to Council

**RESOLUTION APPROVING CONTRACT CHANGE ORDER #1 FOR THE 6TH
STREET TRAIL PROJECT #TRL18002, A DECREASE OF \$10,778**

WHEREAS, the City of Marshalltown, Iowa, has heretofore entered into a contract with Howrey Construction for the 6th Street Trail Project #TRL18002; and

WHEREAS, a change that results in a decrease is requested for items to complete the project.

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

Section 1. That the contract Change Order #1 for the 6th Street Trail Project #TRL18002, in the decreased amount of \$10,778 is hereby accepted and approved.

Passed this 27th day of May 2025, and signed this _____ day of May 2025.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, CMC, City Clerk

CONSTRUCTION CHANGE ORDER

Owner: City of Marshalltown
Project Number: TRL18002
Project Description: 6th Street Connector Trail

Change Order: #1
Change Order Recommended: 5/21/2024
Effective Date of Change Order: 5/27/2024

Date of Contract: October 15, 2024

Contractor: Howrey Construction, Inc.
Bondurant, Iowa

Reason / Justification for Change Order:

Awarded Contract Price \$214,255.00
(insert change orders, as applicable) \$ -

Original Substantial Completion Date: 7/1/2025
Current Substantial Completion Date: 7/1/2025
Proposed Substantial Completion Date: 7/1/2025

Original Final Completion Date: 8/15/2025
Current Final Completion Date: 8/15/2025
Proposed Final Completion Date: 8/15/2025

Total Current Contract Amount \$214,255.00

Original Working Days: n/a
Current Working Days: n/a
Proposed Working Days: n/a

Proposed Work Changes (See Attached Tab) -\$10,778.00

Total Proposed Contract Amount \$203,477.00

Recommended by Engineer:

Heather Thomas
Heather Thomas, PE
City of Marshalltown

City Engineer
Title

05/21/2025
Date

Accepted by Contractor:

Ram
Howrey Construction, Inc.

Project Manager
Title

5/21/2025
Date

Authorized by Owner:

City of Marshalltown

Title

Date

CONSTRUCTION CHANGE ORDER - TABULATION OF CHANGES

TRL18002

Change Order: #1

6th Street Connector Trail

Contract Quantities include quantities adjusted by **no** Change Orders

		(A)				(B) = (D) _{previous}		(C)		(D) = (B) + (C)	
Bid Item Number	Item Description	Original Contract				Previous Contract Adjustment		Proposed Contract Adjustment		Proposed Contract	
		Quantity	Unit	Unit Price	Value	Quantity	Value	Quantity	Value	Quantity	Value
1	CLEARING AND GRUBBING	1.00	LS	\$12,500.00	\$12,500.00	1.00	\$12,500.00	0.00	\$ -	1.00	\$12,500.00
2	TOP SOIL, ON-SITE	974.00	CY	\$6.00	\$5,844.00	974.00	\$5,844.00	0.00	\$ -	974.00	\$5,844.00
3	EXCAVATION, CLASS 10	750.00	CY	\$22.50	\$16,875.00	750.00	\$16,875.00	0.00	\$ -	750.00	\$16,875.00
4	SUB-GRADE PREPARATION	2428.00	SY	\$2.50	\$6,070.00	2428.00	\$6,070.00	-58.00	\$ (145.00)	2370.00	\$5,925.00
5	SUB-BASE, GRANULAR, 4 IN	2428.00	SY	\$8.50	\$20,638.00	2428.00	\$20,638.00	-58.00	\$ (493.00)	2370.00	\$20,145.00
6	COMPACTION TESTING	1.00	LS	\$1,000.00	\$1,000.00	1.00	\$1,000.00	-1.00	\$ (1,000.00)	0.00	\$0.00
7	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL	50.00	CY	\$45.00	\$2,250.00	50.00	\$2,250.00	-50.00	\$ (2,250.00)	0.00	\$0.00
8	PIPE CULVERT, TRENCHED, RCP, 15 IN	24.00	LF	\$175.00	\$4,200.00	24.00	\$4,200.00	0.00	\$ -	24.00	\$4,200.00
9	PIPE APRON, RCP, 15 IN	2.00	EA	\$2,500.00	\$5,000.00	2.00	\$5,000.00	0.00	\$ -	2.00	\$5,000.00
10	MANHOLE ADJUSTMENT, MINOR	1.00	EA	\$2,500.00	\$2,500.00	1.00	\$2,500.00	0.00	\$ -	1.00	\$2,500.00
11	PCC PAVEMENT SAMPLES AND TESTING	1.00	LS	\$1,750.00	\$1,750.00	1.00	\$1,750.00	0.00	\$ -	1.00	\$1,750.00
12	TRAIL, PCC 5 IN	1750.00	SY	\$36.00	\$63,000.00	1750.00	\$63,000.00	-43.00	\$ (1,548.00)	1707.00	\$61,452.00
13	SIDEWALK, PCC, 4 IN	6.00	SY	\$50.00	\$300.00	6.00	\$300.00	-6.00	\$ (300.00)	0.00	\$0.00
14	PAVEMENT REMOVAL	68.00	SY	\$30.00	\$2,040.00	68.00	\$2,040.00	-34.00	\$ (1,020.00)	34.00	\$1,020.00
15	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE	1.50	STA	\$1,500.00	\$2,250.00	1.50	\$2,250.00	0.00	\$ -	1.50	\$2,250.00
16	GROOVES, CUT FOR PAVEMENT MARKINGS	1.50	STA	\$1,500.00	\$2,250.00	1.50	\$2,250.00	0.00	\$ -	1.50	\$2,250.00
17	TRAFFIC SIGNS	11.00	EA	\$500.00	\$5,500.00	11.00	\$5,500.00	0.00	\$ -	11.00	\$5,500.00
18	TEMPORARY TRAFFIC CONTROL	1.00	LS	\$8,500.00	\$8,500.00	1.00	\$8,500.00	0.00	\$ -	1.00	\$8,500.00
19	HYDRAULIC SEEDING, SEEDING, FERTILIZING, MULCHING	1.00	LS	\$6,000.00	\$6,000.00	1.00	\$6,000.00	0.00	\$ -	1.00	\$6,000.00
20	FILTER OR FILTER SOCK FOR DITCH CHECK, 9 IN	1800.00	LF	\$2.00	\$3,600.00	1800.00	\$3,600.00	0.00	\$ -	1800.00	\$3,600.00
21	FILTER SOCK OR FILTER SOCK FOR DITCH CHECK, REMOVAL	1800.00	LF	\$1.00	\$1,800.00	1800.00	\$1,800.00	0.00	\$ -	1800.00	\$1,800.00
22	RIP RAP, CLASS D	3.50	TON	\$148.00	\$518.00	3.50	\$518.00	1.00	\$ 148.00	4.50	\$666.00

CONSTRUCTION CHANGE ORDER - TABULATION OF CHANGES

TRL18002

Change Order: #1

6th Street Connector Trail

Contract Quantities include quantities adjusted by **no** Change Orders

		(A)				(B) = (D) _{previous}		(C)		(D) = (B) + (C)	
Bid Item Number	Item Description	Original Contract				Previous Contract Adjustment		Proposed Contract Adjustment		Proposed Contract	
		Quantity	Unit	Unit Price	Value	Quantity	Value	Quantity	Value	Quantity	Value
23	STABILIZED CONSTRUCTION ENTRANCE	64.00	SY	\$30.00	\$1,920.00	64.00	\$1,920.00	-64.00	\$ (1,920.00)	0.00	\$0.00
24	CHAIN LINK FENCE, GENERAL, 72 IN	190.00	LF	\$45.00	\$8,550.00	190.00	\$8,550.00	0.00	\$ -	190.00	\$8,550.00
25	GATES, GENERAL, 72 IN, 5 FT	2.00	EA	\$1,550.00	\$3,100.00	2.00	\$3,100.00	0.00	\$ -	2.00	\$3,100.00
26	REMOVAL OF FENCE	220.00	LF	\$2.50	\$550.00	220.00	\$550.00	0.00	\$ -	220.00	\$550.00
27	CONSTRUCTION SURVEY	1.00	LS	\$4,500.00	\$4,500.00	1.00	\$4,500.00	0.00	\$ -	1.00	\$4,500.00
28	MONUMENT PRESERVATION AND REPLACEMENT	1.00	LS	\$1,000.00	\$1,000.00	1.00	\$1,000.00	0.00	\$ -	1.00	\$1,000.00
29	MOBILIZATION	1.00	LS	\$15,000.00	\$15,000.00	1.00	\$15,000.00	0.00	\$ -	1.00	\$15,000.00
30	CONCRETE WASHOUT	1.00	LS	\$1,500.00	\$1,500.00	1.00	\$1,500.00	-1.00	\$ (1,500.00)	0.00	\$0.00
31	BIKE RACK	5.00	EA	\$750.00	\$3,750.00	5.00	\$3,750.00	0.00	\$ -	5.00	\$3,750.00
CO1-1	DEDUCT - LEGION DRIVEWAY REPAIR	-	LS	(\$750.00)	\$0.00	0.00	\$0.00	1.00	\$ (750.00)	1.00	-\$750.00
	TOTALS:				\$214,255.00		\$214,255.00		(\$10,778.00)		\$203,477.00



**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: Heather Thomas, Public Works Director
Meeting Date: May 27, 2025
Re: Resolution Approving Contract Change Order #2 for the Water Plaza Project #PRK22004, an Increase of \$945

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 – “Continually improve and sustain the City’s infrastructure, organization, and services” was.

Recommended:

Staff recommends approval of Change Order #2, an increase of \$945.00.

Budget Impact:

We have sufficient funding for this change order. The following numbers are shown as a FYI to understand project costs and where funding is coming from:

Project Expenses:		
Design Engineering	\$ 296,400.00	<i>Bolton & Menk</i>
Construction Engineering	\$ 190,185.00	<i>Bolton & Menk</i>
Allowance – Rubberized Coating	\$ 55,000.00	<i>TBD</i>
Allowance – Landscaping	\$ 7,500.00	<i>City of Marshalltown - Parks</i>
Allowance - Signage	\$ 50,000.00	<i>Coordination w/ ACA</i>
Allowance – Sculpture	\$ 395,000.00	<i>Coordination w/ ACA</i>
Estimated Permits, Util, Etc	\$ 5,710.00	<i>City + Others</i>
Land Survey for YMCA Agreement	\$ 4,095.00	<i>Clapsaddle-Garber Associates</i>
Construction Bid (+ CO-0)	\$ 1,887,325.00	<i>Edge Commercial</i>
Construction Change Order 1	(deduct) - \$2,703.00	<i>Edge Commercial</i>
Construction Change Order 2 (pending)	\$ 945.00	<i>Edge Commercial</i>
TOTAL	\$ 2,889,457.00	

Project Funding:

City of Marshalltown Bond Fund 364	\$ 500,000.00	
City of Marshalltown ARPA Fund 389	\$ 68,063.65	
Destination Iowa Grant	\$ 578,015.00	
Wellmark Grant	\$ 100,000.00	
Donations	\$ 125,000.00	<i>City Fund 364</i>
Donations	\$ 1,071,059.50	<i>City Fund 140</i>
Donations	\$ 445,000.00	<i>ACA Held</i>
City of Marshalltown Bond Fund 364	\$ 190,000.00	<i>Contingency from Riverview Park</i>
TOTAL	\$ 3,077,138.15	

Description/Background:

This change order includes the following item:

- Addition of a mixing valve related to eye wash station requirements and hot water, as required by review comments from the State of Iowa Department of Public Health.

The project substantial completion remains September 15, 2025 with final completion by November 15, 2025. There are several aspects of the project outside of the construction contract held by Edge Commercial that will be completed after these dates.

Attachments:

1. Resolution Approving CO2 Water Plaza
2. PRK22004 - Water Plaza CO 2

**RESOLUTION APPROVING CONTRACT CHANGE ORDER #2 FOR THE WATER
PLAZA PROJECT #PRK22004, AN INCREASE OF \$945**

WHEREAS, the City of Marshalltown, Iowa, has heretofore entered into a contract with Edge Commercial, LLC. for the Water Plaza Project #PRK22004; and

WHEREAS, a change that results in an increase is requested for items to complete the project.

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

Section 1. That the contract Change Order #2 for the Water Plaza Project #PRK22004, in the increased amount of \$945 is hereby accepted and approved.

Passed this 27th day of May 2025, and signed this _____ day of May 2025.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, CMC, City Clerk



Bolton & Menk

Change Order Details

Marshalltown - Water Plaza

Description	Marshalltown Interactive Water Feature
Prime Contractor	Edge Commercial 3155 SE Miehle Dr, Ste 2 Grimes, IA 50111
Change Order	2
Status	Pending
Date Created	05/15/2025
Type	Local Funding
Summary	Change Order #2 - Mixing Valve
Change Order Description	Mixing valve add for eye wash station water heater in order to get the hot water amount and duration required.
Awarded Project Amount	\$1,887,325.00
Authorized Project Amount	\$1,884,622.00
Change Order Amount	\$945.00
Revised Project Amount	\$1,885,567.00

New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 1 - Description					
9001	0000-999-J	LS	1.000	\$945.000	\$945.00

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
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'LUMP SUM' ITEM: Mixing Valve for Water Heater

1 item

Total: \$945.00

Signatures

Agreed -  Date: 5/20/25

Contractor Edge Commercial

Recommended - Gregory Brouard Date: 5/20/2025

Project Engineer

Approved - _____ Date: _____

City



**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 27, 2025
Re: Resolution Approving Contract Change Order #2 for the East Main Street and Center Street Reconstruction Project, #STR22002, an Increase of \$12,880

Strategic Plan Objective:

One of the "High Priority" Goals established included, "Continue Implementing Downtown Master Plan".

Recommended:

Staff recommends approval of Change Order #2, an increase of \$12,880.00, as well as three additional working days to the substantial completion date for Phase 1 and Phase 2 of the project.

Budget Impact:

We have sufficient funding for this change order. The following numbers are shown as a FYI to understand project costs and where funding is coming from:

Expenses		
Design Engineering	\$ 751,938.00	<i>Bolton & Menk</i>
Construction - Base Bid	\$ 6,741,812.10	<i>Con-Struct Inc</i>
Construction Engineering	\$ 795,000.00	<i>Bolton & Menk</i>
Allowance - Pedestrian & Business Traffic Control, Communication, & Signage	\$ 100,000.00	<i>Chamber</i>
Construction - Alt #1	\$ 337,535.50	<i>Con-Struct Inc</i>
Construction - Alt #2	\$ 46,347.00	<i>Con-Struct Inc</i>
Construction – Change Order #1	\$ 8,615.00	<i>Con-Struct Inc</i>
Construction – Change Order #2	\$ 12,880.00	<i>Con-Struct</i>

		<i>Inc</i>
TOTAL	\$ 8,794,127.60	

Revenue		Notes on Payment Terms/Date Expected
METF Grant (Reallocate Sculpture Portion)	\$ 35,000.00	<i>Do JE in FY25 from State St Grant</i>
LOST (Downtown Site Furnishings)	\$ 85,490.00	
Marshall Co (Design of Event Block)	\$ 34,000.00	<i>Rcvd FY24</i>
Fund 364 Original - Design Engineering	\$ 650,000.00	
Swap (Deduct 364)	\$ (319,712.29)	
Swap (Use 362)	\$ 319,712.29	
Fund 365 Original (Towards Const.)	\$ 7,146,000.00	
Swap (Increase 364)	\$ 307,938.00	
Swap (Deduct 365)	\$ (307,938.00)	
Marshall Co (50% of Event Block)	\$ 374,211.15	FY26 - \$158,578.88, FY27 - \$158,578.88, FY28 - \$57,053.39 +/- [Limit = \$475,736.63]
Marshalltown Water Works (MWW)	\$ 1,235,121.10	FY25 - \$250k, FY26 - \$500k, FY27 - \$250k, FY28 - \$235,121.10 +/-
MCSD - Construction - Alt #1	\$ 337,535.50	Payment Due w/l 30 Days of City Invoice; Responsible for Alt 1 Contingency
50% MCSD / 50% MWW - Construction - Alt #2	\$ 46,347.00	Payment Due w/l 30 Days of City Invoice; Responsible for Alt 2 Contingency
Marshalltown Water Works (MWW)	\$ 2,468.00	Estimated Change Order

		Responsibility
TOTAL	\$ 9,946,172.75	

Description/Background:

The E Main St and Center St Reconstruction project is a continuation of the Downtown Implementation Plan where five blocks will be receiving upgraded underground public utilities, new streets and sidewalks; streetscape elements along the route; and an event plaza north of the Courthouse.

This change order accounts for several different project changes:

- During pavement removal on N Center St, a buried sanitary sewer manhole was discovered under the existing roadway. Upon further investigation, it was determined that the sanitary sewer and buried manhole were part of an active service for portions of 22 & 24 N Center St. This is a shared 8-inch lateral which we would typically try to split; however, they are connected underneath portions of the building/ADA Ramp – so they will remain a joint lateral. The buried manhole was constructed of brick and is in poor condition. Initial plans and quantities were estimated to connect the lateral to an existing manhole further south in Center St; however, additional exploration indicates the slopes do not allow for that. We worked through a solution to connect this lateral directly to a sewer main in the alley south of 22 N Center St with a wye connection, as there is insufficient space in the alley to install a manhole due to other utilities in the vicinity. Further quantity adjustments to reflect as-constructed quantities for this work may come in a future change order. Con-Struct requested and the city recommends a 3-day (working days) project extension for this work.

Design and Construction Engineering services for the base bid of this project are being handled by Bolton & Menk with the alternates provided by CGA.

This project has multiple phases, each with their own completion dates / allowable construction windows:

Phase	Substantial Completion	Final Completion
Phase 1 – Center St	August 15, 2025 —August 20, 2025	December 30, 2026
Phase 2 – Main St from Center to 1 st Ave	December 12, 2025 December 17, 2025	December 30, 2026
Phase 3.1 – Main St / 1 st Ave Intersection	60 Calendar Days in 2026	December 30, 2026
Phase 3.2 – Main	December 11,	December 30,

St from 1 st Ave to 3 rd Ave	2026	2026
Bid Alternate 1 & 2 – Parking Lot & Alley	45 Calendar Days in fall 2025 or 2026	December 30, 2026

Attachments:

1. Resolution Approving CO2 East Main-Center St Reconstruction
2. STR22002 E Main St - Change Order 2_to Council

**RESOLUTION APPROVING CONTRACT CHANGE ORDER #2 FOR THE EAST
MAIN STREET AND CENTER STREET RECONSTRUCTION PROJECT,
#STR22002, AN INCREASE OF \$12,880.00**

WHEREAS, the City of Marshalltown, Iowa, has heretofore entered into a contract with Con-Struct, Inc. for the East Main Street and Center Street Reconstruction #STR22002; and

WHEREAS, a change that results in an increase is requested for items to complete the project.

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

Section 1. That the contract Change Order #2 for the East Main Street and Center Street Reconstruction Project #STR22002, in the increased amount of \$12,880.00 is hereby accepted and approved.

Passed this 27th day of May 2025, and signed this _____ day of May 2025.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, CMC, City Clerk



Bolton & Menk

Change Order Details

Marshalltown - East Main St.

Description	East Main Street from Center to 3rd Ave and Center Street from State Street to Church Street. Full Reconstruction
Prime Contractor	CON-STRUCT, INC.
Change Order	2
Status	Pending
Date Created	04/28/2025
Type	Local Funding
Summary	Change Order #2 - Sanitary Sewer Service Reconstruction
Change Order Description	During pavement removal on N. Center Street a buried sanitary sewer manhole was discovered under the existing roadway. Upon further investigation it was determined that the sanitary sewer was an active service for portions of City hall and the YSS building. In order to keep the services running, the existing sewer service and manhole will be removed and a new sewer service will be installed to replace the old. The new service line will run out from the building face, east to two cleanouts, then south to tie directly to the existing sanitary sewer main in the alley on N. Center Street between State St and Main St. The new item for 8" sanitary sewer service per linear foot shall include removal of existing service lines.
Awarded Project Amount	\$7,125,694.60
Authorized Project Amount	\$7,134,309.60
Change Order Amount	\$12,880.00
Revised Project Amount	\$7,147,189.60

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 1 - Description									
0135	6010-H	EA	\$1,000.000	8.000	\$8,000.00	1.000	\$1,000.00	9.000	\$9,000.00
REMOVE MANHOLE									
Reason: Removal of buried sanitary sewer manhole									
			Funding Details						
CITY				8.000	\$8,000.00	1.000	\$1,000.00	9.000	\$9,000.00
MARSHALLTOWN WATER WORKS				0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
MCSD BID ALT 1				0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
MCSD BID ALT 2				0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
1 item	Totals			\$8,000.00		\$1,000.00		\$9,000.00	

New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 1 - Description					
1060	0000-999-I	LF	74.000	\$120.000	\$8,880.00
'LINEAR FEET' ITEM: Sanitary Sewer Service - 8 Inch					

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Reason: New 8 inch service line for sanitary sewer service reconstruction					
			Funding Details		
		CITY	74.000	\$120.000	\$8,880.00
1070	0000-999-E	EACH	2.000	\$1,500.000	\$3,000.00
'EACH' ITEM: Sanitary Sewer Service Cleanout - 8 Inch					
Reason: New 8 inch cleanouts for sanitary sewer service reconstruction					
			Funding Details		
		CITY	2.000	\$1,500.000	\$3,000.00
2 items					Total: \$11,880.00

Funding Summary

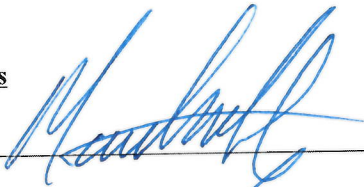
Fund Package	Original Amount	Authorized Amount	Pending Change	Revised Amount
CITY	\$5,715,250.10	\$5,721,397.10	\$12,880.00	\$5,734,277.10
MARSHALLTOWN WATER WORKS	\$1,026,562.00	\$1,029,030.00	\$0.00	\$1,029,030.00
MCSD BID ALT 1	\$337,535.50	\$337,535.50	\$0.00	\$337,535.50
MCSD BID ALT 2	\$46,347.00	\$46,347.00	\$0.00	\$46,347.00
4 fund packages	\$7,125,694.60	\$7,134,309.60	\$12,880.00	\$7,147,189.60

Time Limit Changes

Type	Original Deadline	Current Deadline	Pending Extension	Pending Deadline
Completion Date	08/15/2025	08/15/2025	5.0 Days	08/20/2025
Intermediate Completion Provision No. 1 - Phase 1 Completion				
Completion Date	12/12/2025	12/12/2025	5.0 Days	12/17/2025
Intermediate Completion Provision No. 2 - Phase 2 Completion				
2 time limits				

Signatures

Agreed -



Date:

5/9/25

Contractor

Recommended -



Date:

5/12/2025

Project Engineer

Approved -

Date:

City

Change Order Details:

Marshalltown - East Main St.

05/08/2025

Page 4 of 4



**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 27, 2025
Re: Resolution Approving Contract Change Order #3 for the East Main Street and Center Street Reconstruction Project, #STR22002, an Increase of \$8,048.05

Strategic Plan Objective:

One of the “High Priority” Goals established included:

1. Continue Implementing Downtown Master Plan

Recommended:

Staff recommends approval of Change Order #3, an increase of \$8,048.05.

Budget Impact:

We have sufficient funding for this change order. The following numbers are shown as a FYI to understand project costs and where funding is coming from:

Expenses		
Design Engineering	\$ 751,938.00	<i>Bolton & Menk</i>
Construction - Base Bid	\$ 6,741,812.10	<i>Con-Struct Inc</i>
Construction Engineering	\$ 795,000.00	<i>Bolton & Menk</i>
Allowance - Pedestrian & Business Traffic Control, Communication, & Signage	\$ 100,000.00	<i>Chamber</i>
Construction - Alt #1	\$ 337,535.50	<i>Con-Struct Inc</i>
Construction - Alt #2	\$ 46,347.00	<i>Con-Struct Inc</i>
Construction – Change Order #1	\$ 8,615.00	<i>Con-Struct Inc</i>
Construction – Change Order #2	\$ 12,880.00	<i>Con-</i>

		<i>Struct Inc</i>
Construction – Change Order #3	\$ 8,048.05	<i>Con- Struct Inc</i>
TOTAL	\$ 8,802,175.65	

Revenue		<i>Notes on Payment Terms/Date Expected</i>
METF Grant (Reallocate Sculpture Portion)	\$ 35,000.00	<i>Do JE in FY25 from State St Grant</i>
LOST (Downtown Site Furnishings)	\$ 85,490.00	
Marshall Co (Design of Event Block)	\$ 34,000.00	<i>Rcvd FY24</i>
Fund 364 Original - Design Engineering	\$ 650,000.00	
Swap (Deduct 364)	\$ (319,712.29)	
Swap (Use 362)	\$ 319,712.29	
Fund 365 Original (Towards Const.)	\$ 7,146,000.00	
Swap (Increase 364)	\$ 307,938.00	
Swap (Deduct 365)	\$ (307,938.00)	
Marshall Co (50% of Event Block)	\$ 374,211.15	FY26 - \$158,578.88, FY27 - \$158,578.88, FY28 - \$57,053.39 +/- [Limit = \$475,736.63]
Marshalltown Water Works (MWW)	\$ 1,235,121.10	FY25 - \$250k, FY26 - \$500k, FY27 - \$250k, FY28 - \$235,121.10 +/-
MCSD - Construction - Alt #1	\$ 337,535.50	Payment Due w/l 30 Days of City Invoice; Responsible for Alt 1 Contingency
50% MCSD / 50% MWW - Construction - Alt #2	\$ 46,347.00	Payment Due w/l 30 Days of City Invoice; Responsible for Alt 2 Contingency
Marshalltown Water Works (MWW)	\$ 2,468.00	Estimated Change Order Responsibility
TOTAL	\$ 9,946,172.75	<i>*Note, contributions from MWW and County are estimates based on bid. These will be re-estimated at the conclusion of construction based on final quantities and changes throughout construction.</i>

Description/Background:

The E Main St and Center St Reconstruction project is a continuation of the Downtown Implementation Plan where five blocks will be receiving upgraded underground public utilities, new streets and sidewalks; streetscape elements along the route; and an event plaza north of the

Courthouse.

This change order accounts for several different project changes:

- During pavement removal on N. Center Street, a buried water cistern was discovered under the existing roadway. It was determined to be not in use and not connected to groundwater. In order to properly abandon and make this area safe, we used a flowable product to fill the bottom 12.3' of the cistern and had the top portion excavated out and backfilled/compacted with native material. The new lump sum item through this change order includes time and material for this work.
- This also includes a change to water main construction in S Center St, north of Church St. Instead of installing an insertion valve on the existing main for the purpose of tying the new water main to existing and for future use, the change is to install a regular gate valve on the new water main and install a line stop on the existing water main.

Design and Construction Engineering services for the base bid of this project are being handled by Bolton & Menk with the alternates provided by CGA.

This project has multiple phases, each with their own completion dates / allowable construction windows:

Phase	Substantial Completion	Final Completion
Phase 1 – Center St	August 20, 2025	December 30, 2026
Phase 2 – Main St from Center to 1 st Ave	December 17, 2025	December 30, 2026
Phase 3.1 – Main St / 1 st Ave Intersection	60 Calendar Days in 2026	December 30, 2026
Phase 3.2 – Main St from 1 st Ave to 3 rd Ave	December 11, 2026	December 30, 2026
Bid Alternate 1 & 2 – Parking Lot & Alley	45 Calendar Days in fall 2025 or 2026	December 30, 2026

Attachments:

1. Resolution Approving CO3 East Main-Center St Reconstruction
2. STR22002 E Main St - Change Order 3_to Council

**RESOLUTION APPROVING CONTRACT CHANGE ORDER #3 FOR THE EAST
MAIN STREET AND CENTER STREET RECONSTRUCTION PROJECT,
#STR22002, AN INCREASE OF \$8,048.05**

WHEREAS, the City of Marshalltown, Iowa, has heretofore entered into a contract with Con-Struct, Inc. for the East Main Street and Center Street Reconstruction #STR22002; and

WHEREAS, a change that results in an increase is requested for items to complete the project.

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

Section 1. That the contract Change Order #3 for the East Main Street and Center Street Reconstruction Project #STR22002, in the increased amount of \$8,048.05 is hereby accepted and approved.

Passed this 27th day of May 2025, and signed this _____ day of May 2025.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, CMC, City Clerk



Bolton & Menk

Change Order Details

Marshalltown - East Main St.

Description	East Main Street from Center to 3rd Ave and Center Street from State Street to Church Street. Full Reconstruction
Prime Contractor	CON-STRUCT, INC.
Change Order	3
Status	Pending
Date Created	05/13/2025
Type	Local Funding
Summary	Change Order #3 - Cistern Decommissioning and Water Main Adjustment
Change Order Description	During pavement removal on N. Center Street a buried water cistern was discovered under the existing roadway. It was determined to be abandoned and cause for backfilling and removal to below proposed pavement subgrade. The new lump sum item through this change order includes time and material to fill the cistern with flowable fill concrete and removal of the top of cistern to below proposed pavement subgrade. This change order also includes a change to water main construction in S Center St, north of Church St. Instead of installing an insertion valve on the existing main for the purpose of tying the new water main to existing and for future use, the change is to install a regular gate valve on the new water main and install a line stop on the existing water main.
Awarded Project Amount	\$7,125,694.60
Authorized Project Amount	\$7,134,309.60
Change Order Amount	\$8,048.05
Revised Project Amount	\$7,142,357.65

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 1 - Description									
0116	5020-A	EA	\$3,200.000	12.000	\$38,400.00	1.000	\$3,200.00	13.000	\$41,600.00
VALVE, GATE, 8 INCH									
Reason: in place of the 6 inch insertion valve in the north side of the S Center St/ Church St intersection									
			Funding Details						
			CITY	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			MARSHALLTOWN WATER WORKS	12.000	\$38,400.00	1.000	\$3,200.00	13.000	\$41,600.00
			MCSD BID ALT 1	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			MCSD BID ALT 2	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
0117	5020-A	EA	\$17,650.000	2.000	\$35,300.00	-1.000	-\$17,650.00	1.000	\$17,650.00
INSERTION VALVE, 6 INCH									
Reason: replaced with a 6 inch gate valve in the north side of the S Center St/ Church St intersection									
			Funding Details						
			CITY	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			MARSHALLTOWN WATER WORKS	2.000	\$35,300.00	-1.000	-\$17,650.00	1.000	\$17,650.00
			MCSD BID ALT 1	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			MCSD BID ALT 2	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
2 items			Totals	\$73,700.00		-\$14,450.00		\$59,250.00	

New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 1 - Description					
1080	0000-999-J	LS	1.000	\$11,098.050	\$11,098.05
'LUMP SUM' ITEM: Cistern Decommission and Removal					
Reason: Item includes time and material to fill the discovered cistern at ~STA 57+00 with flowable fill concrete and removal of the top of cistern to below proposed pavement subgrade					
			Funding Details		
CITY			1.000	\$11,098.050	\$11,098.05
1090	0000-999-E	EACH	1.000	\$11,400.000	\$11,400.00
'EACH' ITEM: Line Stop, 6 Inch					
Reason: used in place of the 6 inch insertion valve in the north side of the S Center St/ Church St intersection					
			Funding Details		
MARSHALLTOWN WATER WORKS			1.000	\$11,400.000	\$11,400.00
2 items					Total: \$22,498.05

Funding Summary

Fund Package	Original Amount	Authorized Amount	Pending Change	Revised Amount
CITY	\$5,715,250.10	\$5,721,397.10	\$11,098.05	\$5,732,495.15
MARSHALLTOWN WATER WORKS	\$1,026,562.00	\$1,029,030.00	-\$3,050.00	\$1,025,980.00

Fund Package	Original Amount	Authorized Amount	Pending Change	Revised Amount
MCSD BID ALT 1	\$337,535.50	\$337,535.50	\$0.00	\$337,535.50
MCSD BID ALT 2	\$46,347.00	\$46,347.00	\$0.00	\$46,347.00
4 fund packages	\$7,125,694.60	\$7,134,309.60	\$8,048.05	\$7,142,357.65

Attachments

Document	Name	Description	Submission Date
Fill_in_and_Remove_Cistern.pdf	Fill in and Remove Cistern.pdf		05/13/2025 03:25 PM CDT
M2.04_Adjustment.pdf	M2.04 Adjustment.pdf		05/15/2025 03:43 PM CDT
2 attachments			

Signatures

Agreed -



Date:

5/21/25

Contractor

Recommended -

Gregory Brownard

Date:

5/21/2025

Project Engineer

Approved -

Date:

City

Change Order Details:

Marshalltown - East Main St.

05/16/2025

Page 4 of 4

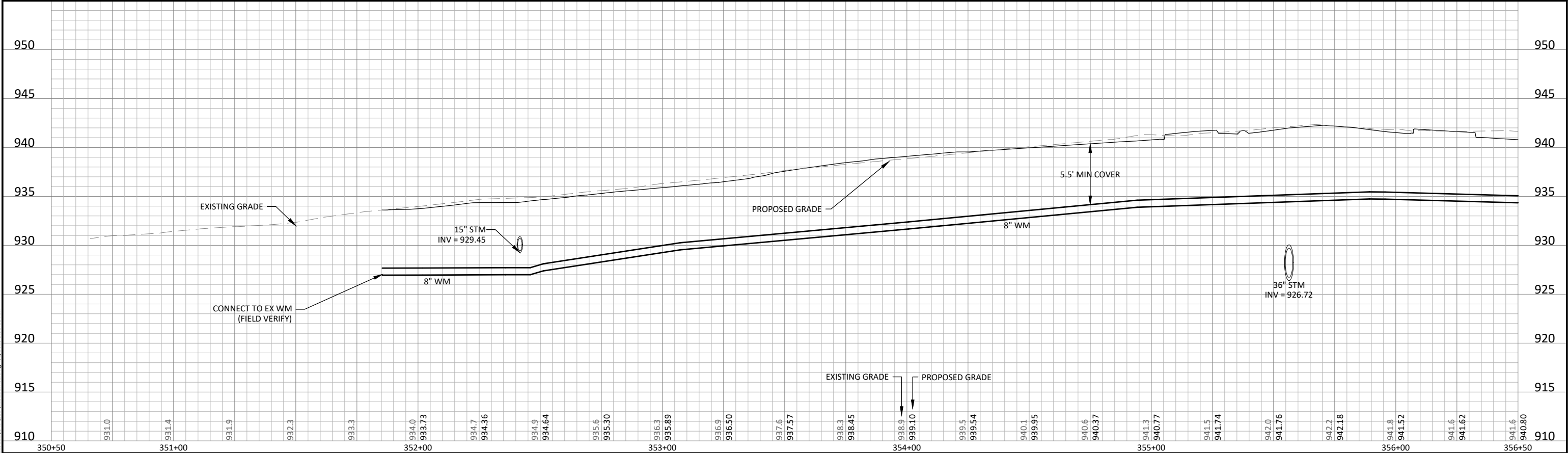
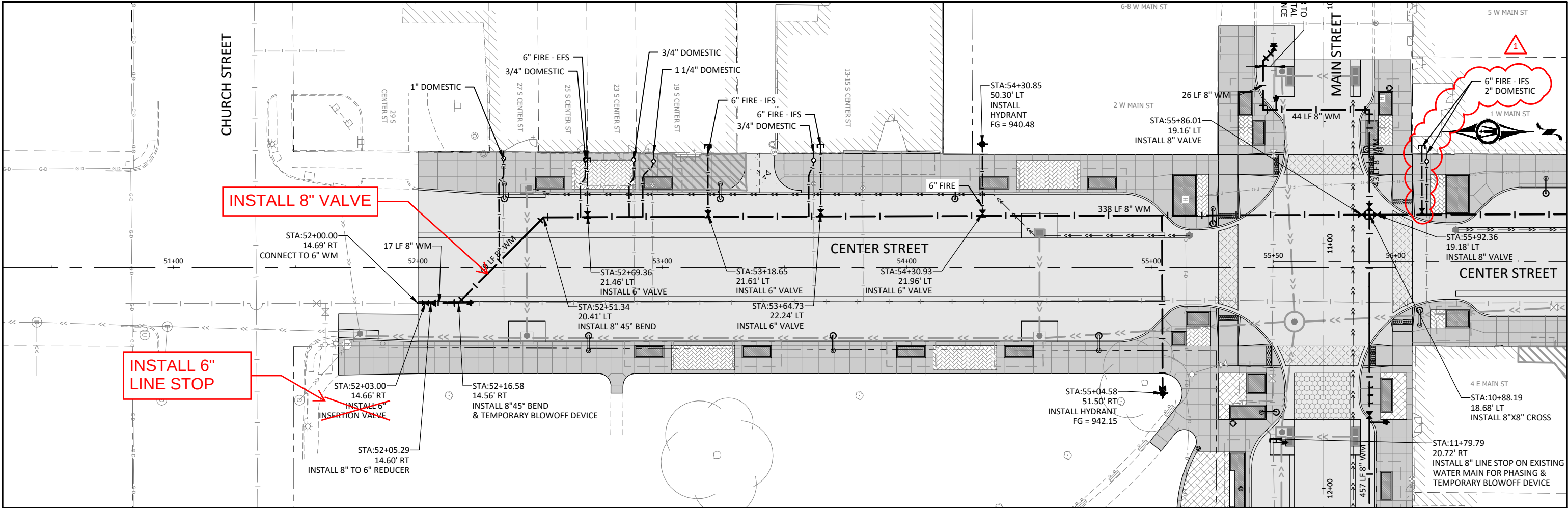
Page 103 of 457

Con-Struct, Inc.

INVOICE PREVIEW

Page 1

Contract	Date	Cost Type	Desc	Billed Units	Unit Of Measure	Billed Unit Price	Billed Amount
25-01-1046		City of Marshalltown - Main	MARSHALLTOWN ENGINEERING	Fill in and remove cistern			
	04-29-25	Labor		4.7500	Hour	75.00	356.25
		Material	PCC Concrete	1.0000	Ls	10,156.80	10,156.80
	05-06-25	Equipment	468 Cat 323FL excavator	2.2500	Hours	260.00	585.00
CONTRACT TOTAL							11,098.05*
GRAND TOTALS							11,098.05*



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\\WMTNA-G1\DATA\122221\CAD\30129221\MO2.dwg, 4/2/2025 9:51:18 AM



1519 BALTIMORE DRIVE
AMES, IOWA 50010
Phone: (515) 233-6100
Email: Ames@bolton-menk.com
www.bolton-menk.com

DESIGNED	REV	DESCRIPTION	DATE
DEM	0	CONSTRUCTION SET	03/12/2025
DEM	1	WATER SERVICE ADJUSTMENT	04/02/2025
CHECKED	GAB		
CLIENT PROJ. NO.	0A1.129221		

CITY OF MARSHALLTOWN, IOWA
MAIN STREET RECONSTRUCTION
WATER MAIN PLAN

SHEET
M2.04



**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 27, 2025
Re: Resolution Approving Contract Change Order #6 for the Riverview Park
Phase 1 Project, #PRK23001, an Increase of \$8,847.50

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 – “Continually improve and sustain the City’s infrastructure, organization, and services” was.

Recommended:

Staff recommends approval of Change Order #6, an increase of \$8,847.50.

Budget Impact:

We have sufficient funding for this change order. The following numbers are shown as a FYI to understand project costs and where funding is coming from:

Project Costs:

Master Plan	\$	29,500.00	Bolton & Menk
Hourly Mapping Request	\$	585.00	Bolton & Menk
Design	\$	218,938.00	Bolton & Menk
Design Amendment	\$	25,000.00	Bolton & Menk
On-Call Construction Services	\$	25,000.00	Bolton & Menk
Playground Equipment	\$	246,738.70	Midwest Playscapes
Service Rebuild	\$	1,126.12	Alliant Energy
Construction Bid	\$	1,336,029.00	Con-Struct, Inc.
Change Order 1	\$	4,485.00	Con-Struct, Inc.
Change Order 2	\$	105,500.00	Con-Struct, Inc.
Change Order 3 (Deduct)	\$	- 585.00	Con-Struct, Inc.
Change Order 4	\$	20,307.49	Con-Struct, Inc.
Change Order 5	\$	20,242.93	Con-Struct, Inc.
Change Order 6 (Pending)	\$	<u>8,847.50</u>	Con-Struct, Inc.
	\$	2,041,741.74	TOTAL

Funding Sources:

LOST	\$	29,500.00	for Master Plan
------	----	-----------	-----------------

2022 GO Bond (Fund 364)

\$ 2,120,000.00 *Reduced for DI Projects
\$ 2,149,500.00

TOTAL

Description/Background:

This change order includes the following items:

- At the location where the sidewalk was proposed to be replaced and tie-in to existing sidewalk near the Pickleball Courts, there were two existing panels that were cracked. We directed Contractor to remove & replace a 6' x 14' extra section. This resulted in an increase of 10 SY for Item #7 and increase of 9.3 SY for Items 26 & 27.
- The Contractor wrapped up dredging the lagoon and the actual hours spent were reflected (30 hrs less than estimate). After dredging was completed, we asked the Contractor to grade/shape the banks to provide softer slopes that will be easier for Parks to maintain and better for the public. This equipment was smaller and cost less per hours than the dredging equipment and 45 hours were spent.
- During dredging, the site by WPC that was used to hold the frozen material became larger than initial estimates. During final working, grading and seeding work, we will measure actual size; however, we've added an additional 2 acres of dump site restoration to anticipate the larger space needed to help work the material and level/smooth it out.
- We are also recommending paying dump site and lagoon bank restoration (Bid Items CO2-2 and CO2-3) to the nearest hundredth of an acre at the seeders request.
- Lastly, due to the frozen nature and composition of the material, spring seeding was not recommended. Therefore, we are authorizing the restoration of the dump site work to be Fall work that can happen after project substantial completion. The Final Completion Date is recommended to be extended to September 30, 2025 to accommodate that change.

The project substantial completion remains July 1, 2025 with final completion now September 30, 2025.

Attachments:

1. Resolution Approving CO6 Riverview Park Phase 1 PRK23001
2. PRK 23-001_Change Order 6_to council

**RESOLUTION APPROVING CONTRACT CHANGE ORDER #6 FOR THE
RIVERVIEW PARK PHASE I #PRK23001, AN INCREASE OF \$8,847.50**

WHEREAS, the City of Marshalltown, Iowa, has heretofore entered into a contract with Con-Struct, Inc. for the Riverview Park Phase I Project #PRK23001; and

WHEREAS, a change that results in an increase is requested for items to complete the project.

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

Section 1. That the contract Change Order #6 for the Riverview Park Phase I Project #PRK23001, in the increased amount of \$8,857.50 is hereby accepted and approved.

Passed this 27th day of May 2025, and signed this _____ day of May 2025.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, CMC, City Clerk

CONSTRUCTION CHANGE ORDER

Owner: City of Marshalltown
Project Number: PRK 23-001
Project Description: Riverview Park Phase 1

Change Order: #6
Change Order Recommended: 5/12/2025
Effective Date of Change Order: 5/27/2025

Date of Contract: September 24, 2024

Contractor: Con-Struct, Inc.
Marshalltown, Iowa

Reason / Justification for Change Order:

(Change Item #1) At the location where the sidewalk was proposed to be replaced and tie-in to existing sidewalk near the Pickleball Courts, there were two existing panels that were cracked. We directed Contractor to remove & replace a 6' x 14' extra section. This resulted in an increase of 10 SY for Item #7 and increase of 9.3 SY for Items 26 & 27.
(Change Item #2) The Contractor wrapped up dredging the lagoon and the actual hours spent were reflected (30 hrs less than estimate). After dredging was completed, we asked the Contractor to grade/shape the banks to provide softer slopes that will be easier for Parks to maintain and better for the public. This equipment was smaller and cost less per hour than the dredging equipment and 45 hours were spent.
(Change Item #3) During dredging, the site by WPC that was used to hold the frozen material became larger than initial estimates. During final working, grading and seeding work, we will measure actual size; however, we've added an additional 2 acres of dump site restoration to anticipate the larger space needed to help work the material and level/smooth it out.
(Change Item #4) We are also recommending paying dump site and lagoon bank restoration (Bid Items CO2-2 and CO2-3) to the nearest hundredth of an acre at the seeders request.
(Change Item #5) Lastly, due to the frozen nature and composition of the material, spring seeding was not recommended. Therefore, we are authorizing the restoration of the dump site work to be Fall work that can happen after project substantial completion. The Final Completion Date is recommended to be extended to September 30, 2025 to accommodate that

Awarded Contract Price	\$1,336,029.00	Original Substantial Completion Date:	7/1/2025
		Current Substantial Completion Date:	7/1/2025
		Proposed Substantial Completion Date:	7/1/2025
Change Order #1	\$ 4,485.00		
Change Order #2	\$ 105,500.00		
Change Order #3	\$ (585.00)	Original Final Completion Date:	8/1/2025
Change Order #4	\$ 20,307.49	Current Final Completion Date:	8/1/2025
Change Order #4	\$ 20,242.93	Proposed Final Completion Date:	9/30/2025
Total Current Contract Amount	\$1,485,979.42	Original Working Days:	n/a
		Current Working Days:	n/a
Proposed Work Changes (See Attached Tab)	\$8,847.50	Proposed Working Days:	n/a
Total Proposed Contract Amount	\$1,494,826.92		

Recommended by Engineer:

Heather Thomas
Heather Thomas, PE
City of Marshalltown

City Engineer
Title

05/21/25
Date

Accepted by Contractor:

Con-Struct, Inc.

Vice President
Title

5/21/25
Date

Authorized by Owner:

City of Marshalltown

Title

Date

CONSTRUCTION CHANGE ORDER - TABULATION OF CHANGES

PRK 23-001

Riverview Park Phase 1

Contract Quantities include quantities adjusted by Change Orders : 5

Change Order: #6

		(A)				(B) = (D) _{previous}		(C)		(D) = (B) + (C)	
Bid Item Number	Item Description	Original Contract				Previous Contract Adjustment		Proposed Contract Adjustment		Proposed Contract	
		Quantity	Unit	Unit Price	Value	Quantity	Value	Quantity	Value	Quantity	Value
1	CLEARING AND GRUBBING	1.0	LS	\$2,500.00	\$2,500.00	1.0	\$2,500.00	0.0	\$ -	1.0	\$2,500.00
2	TOPSOIL, ON-SITE, 8 INCH	1676.0	CY	\$25.00	\$41,900.00	1704.0	\$42,600.00	0.0	\$ -	1704.0	\$42,600.00
3	TOPSOIL, COMPOST AMENDED	110.0	CY	\$78.00	\$8,580.00	110.0	\$8,580.00	0.0	\$ -	110.0	\$8,580.00
4	EXCAVATION, CLASS 10	4246.0	CY	\$20.00	\$84,920.00	4329.0	\$86,580.00	0.0	\$ -	4329.0	\$86,580.00
5	TEMPORARY BERM, INSTALLATION AND REMOVAL	120.0	CY	\$30.00	\$3,600.00	120.0	\$3,600.00	0.0	\$ -	120.0	\$3,600.00
6	SUBGRADE PREPARATION, 12 INCHES	1077	SY	\$5.00	\$5,385.00	1077.0	\$5,385.00	0.0	\$ -	1077.0	\$5,385.00
7	SUBBASE, MODIFIED, 4 INCHES	1459	SY	\$7.00	\$10,213.00	1499.0	\$10,493.00	10.0	\$ 70.00	1509.0	\$10,563.00
8	SUBBASE, 1 INCH CLEAN, 12 INCHES	1077.0	SY	\$27.00	\$29,079.00	1077.0	\$29,079.00	0.0	\$ -	1077.0	\$29,079.00
9	SUBBASE, SAND, 9 INCHES	1077.0	SY	\$15.00	\$16,155.00	1077.0	\$16,155.00	0.0	\$ -	1077.0	\$16,155.00
10	REMOVAL OF PEDESTRIAN BRIDGE	1.0	LS	\$12,000.00	\$12,000.00	1.0	\$12,000.00	0.0	\$ -	1.0	\$12,000.00
11	REMOVAL OF PLAYGROUND EQUIPMENT	1.0	LS	\$8,000.00	\$8,000.00	1.0	\$8,000.00	0.0	\$ -	1.0	\$8,000.00
12	REMOVAL OF BENCHES	5.0	EA	\$300.00	\$1,500.00	5.0	\$1,500.00	0.0	\$ -	5.0	\$1,500.00
13	REMOVAL OF EXISTING BERM	1.0	LS	\$7,000.00	\$7,000.00	1.0	\$7,000.00	0.0	\$ -	1.0	\$7,000.00
14	COMPACTION TESTING	1.0	LS	\$4,000.00	\$4,000.00	1.0	\$4,000.00	0.0	\$ -	1.0	\$4,000.00
15	STORM SEWER, TRENCHED, RCP, 15 INCH	390	LF	\$60.00	\$23,400.00	351.0	\$21,060.00	0.0	\$ -	351.0	\$21,060.00
16	PIPE APRON, 15 INCH	1	EA	\$4,000.00	\$4,000.00	1.0	\$4,000.00	0.0	\$ -	1.0	\$4,000.00
17	SUBDRAIN, 4", PERFORATED	967	LF	\$22.00	\$21,274.00	967.0	\$21,274.00	0.0	\$ -	967.0	\$21,274.00
18	SUBDRAIN, 6", PERFORATED	70	LF	\$25.00	\$1,750.00	70.0	\$1,750.00	0.0	\$ -	70.0	\$1,750.00
19	SUBDRAIN CLEANOUT, PVC, 4 INCH	14	EA	\$1,000.00	\$14,000.00	14.0	\$14,000.00	0.0	\$ -	14.0	\$14,000.00
20	SUBDRAIN OUTLETS AND CONNECTIONS, PVC, 4 INCH	2	EA	\$600.00	\$1,200.00	2.0	\$1,200.00	0.0	\$ -	2.0	\$1,200.00
21	RELOCATE WATER SERVICE, 2 INCH	1	EA	\$4,500.00	\$4,500.00	1.0	\$4,500.00	0.0	\$ -	1.0	\$4,500.00
22	INTAKE, SW-512	4	EA	\$2,800.00	\$11,200.00	4.0	\$11,200.00	0.0	\$ -	4.0	\$11,200.00
23	SPORT COURT RIBBON CURB	398	LF	\$12.00	\$4,776.00	398.0	\$4,776.00	0.0	\$ -	398.0	\$4,776.00
24	PCC PAVEMENT SAMPLES AND TESTING	1	LS	\$5,000.00	\$5,000.00	1.0	\$5,000.00	0.0	\$ -	1.0	\$5,000.00
25	REMOVAL OF TENNIS COURT	865	SY	\$10.00	\$8,650.00	865.0	\$8,650.00	0.0	\$ -	865.0	\$8,650.00
26	REMOVAL OF SIDEWALK	498	SY	\$10.00	\$4,980.00	498.0	\$4,980.00	9.3	\$ 93.00	507.3	\$5,073.00
27	SIDEWALK, PCC, 5 INCH	1009	SY	\$65.00	\$65,585.00	1034.0	\$67,210.00	9.3	\$ 604.50	1043.3	\$67,814.50
28	COURT PAVEMENT, PCC, 6 INCH, REINFORCED	978	SY	\$65.00	\$63,570.00	978.0	\$63,570.00	0.0	\$ -	978.0	\$63,570.00
29	FULL DEPTH PATCHES, PCC, M-4, 6 INCH	55	SY	\$150.00	\$8,250.00	55.0	\$8,250.00	0.0	\$ -	55.0	\$8,250.00

CONSTRUCTION CHANGE ORDER - TABULATION OF CHANGES

PRK 23-001

Riverview Park Phase 1

Contract Quantities include quantities adjusted by Change Orders : 5

Change Order: #6

		(A)				(B) = (D) _{previous}		(C)		(D) = (B) + (C)	
Bid Item Number	Item Description	Original Contract				Previous Contract Adjustment		Proposed Contract Adjustment		Proposed Contract	
		Quantity	Unit	Unit Price	Value	Quantity	Value	Quantity	Value	Quantity	Value
30	SEEDING, FERTILIZING, AND MULCHING FOR HYDRAULIC SEEDING TYPE 1 - PERMANENT LAWN	1	AC	\$5,500.00	\$8,140.00	1.5	\$8,360.00	0.0	\$ -	1.5	\$8,360.00
31	SEEDING, FERTILIZING, AND MULCHING FOR HYDRAULIC SEEDING WETLAND SEED MIX	0	AC	\$11,000.00	\$550.00	0.1	\$550.00	0.0	\$ -	0.1	\$550.00
32	PLANTS WITH WARRANTY, DECIDUOUS SHRUBS, (3 GAL)	4	EA	\$110.00	\$440.00	4.0	\$440.00	0.0	\$ -	4.0	\$440.00
33	PLANTS WITH WARRANTY, PERENNIAL (1 GAL)	259	EA	\$33.00	\$8,547.00	259.0	\$8,547.00	0.0	\$ -	259.0	\$8,547.00
34	PLANTS WITH WARRANTY, DECIDUOUS TREE, (1.5" CAL.)	3	EA	\$550.00	\$1,650.00	3.0	\$1,650.00	0.0	\$ -	3.0	\$1,650.00
35	SWPPP PREPARATION	1	LS	\$1,650.00	\$1,650.00	1.0	\$1,650.00	0.0	\$ -	1.0	\$1,650.00
36	SWPPP MANAGEMENT	1	LS	\$4,620.00	\$4,620.00	1.0	\$4,620.00	0.0	\$ -	1.0	\$4,620.00
37	RIP RAP, CLASS E	276	TON	\$62.00	\$17,112.00	276.0	\$17,112.00	0.0	\$ -	276.0	\$17,112.00
38	SILT FENCE OR SILT FENCE DITCH CHECK INSTALLATION AND REMOVAL	2450	LF	\$2.20	\$5,390.00	2450.0	\$5,390.00	0.0	\$ -	2450.0	\$5,390.00
39	STABILIZED CONSTRUCTION ENTRANCE	224	SY	\$10.00	\$2,240.00	224.0	\$2,240.00	0.0	\$ -	224.0	\$2,240.00
40	EROSION CONTROL MULCHING, HYDRO MULCHING, TYPE 1	1	AC	\$5,500.00	\$5,500.00	1.0	\$5,500.00	0.0	\$ -	1.0	\$5,500.00
41	EROSION CONTROL MULCHING, HYDRO MULCHING, TYPE 2	1	AC	\$5,500.00	\$5,500.00	1.0	\$5,500.00	0.0	\$ -	1.0	\$5,500.00
42	CHAIN LINK FENCE, COMMERCIAL, BLACK, 6' HEIGHT	455	LF	\$55.00	\$25,025.00	0.0	\$0.00	0.0	\$ -	0.0	\$0.00
43	COURT DIVISION FENCING, CHAIN LINK, BLACK, 4' HEIGHT	96	LF	\$50.00	\$4,800.00	96.0	\$4,800.00	0.0	\$ -	96.0	\$4,800.00
44	SINGLE GATE. CHAIN LINK, BLACK. 6' HEIGHT, 4' WIDTH	2	EA	\$630.00	\$1,260.00	0.0	\$0.00	0.0	\$ -	0.0	\$0.00
45	DOUBLE GATE. CHAIN LINK, BLACK. 6' HEIGHT, 10' TOTAL WIDTH	1	EA	\$968.00	\$968.00	0.0	\$0.00	0.0	\$ -	0.0	\$0.00
46	REMOVAL OF FENCE	372	LF	\$9.00	\$3,348.00	372.0	\$3,348.00	0.0	\$ -	372.0	\$3,348.00
47	TEMPORARY FENCE, ORANGE PLASTIC	2600	LF	\$4.00	\$10,400.00	2600.0	\$10,400.00	0.0	\$ -	2600.0	\$10,400.00
48	CONSTRUCTION SURVEY	1	LS	\$8,250.00	\$8,250.00	1.0	\$8,250.00	0.0	\$ -	1.0	\$8,250.00
49	MOBILIZATION	1	LS	\$60,000.00	\$60,000.00	1.0	\$60,000.00	0.0	\$ -	1.0	\$60,000.00
50	CONCRETE WASHOUT	1	LS	\$2,500.00	\$2,500.00	1.0	\$2,500.00	0.0	\$ -	1.0	\$2,500.00

CONSTRUCTION CHANGE ORDER - TABULATION OF CHANGES

PRK 23-001

Riverview Park Phase 1

Contract Quantities include quantities adjusted by Change Orders : 5

Change Order: #6

Bid Item Number	Item Description	(A)				(B) = (D) _{previous}		(C)		(D) = (B) + (C)	
		Original Contract				Previous Contract Adjustment		Proposed Contract Adjustment		Proposed Contract	
		Quantity	Unit	Unit Price	Value	Quantity	Value	Quantity	Value	Quantity	Value
51	BACKED BENCH	5	EA	\$8,000.00	\$40,000.00	5.0	\$40,000.00	0.0	\$ -	5.0	\$40,000.00
52	POURED IN PLACE PLAYGROUND SURFACING	5300	SF	\$32.50	\$172,250.00	5300.0	\$172,250.00	0.0	\$ -	5300.0	\$172,250.00
53	ENGINEERED WOOD FIBER PLAYGROUND SURFACING	80	CY	\$33.00	\$2,640.00	80.0	\$2,640.00	0.0	\$ -	80.0	\$2,640.00
54	PEDESTRIAN BRIDGE ABUTMENTS	1	LS	\$97,000.00	\$97,000.00	1.0	\$97,000.00	0.0	\$ -	1.0	\$97,000.00
55	PREFABRICATED PEDESTRIAN BRIDGE	1	LS	\$122,000.00	\$122,000.00	1.0	\$122,000.00	0.0	\$ -	1.0	\$122,000.00
56	WEIR WALL	1	LS	\$41,000.00	\$41,000.00	1.0	\$41,000.00	0.0	\$ -	1.0	\$41,000.00
57	ACRYLIC COURT SURFACING	978	SY	\$40.00	\$39,120.00	978.0	\$39,120.00	0.0	\$ -	978.0	\$39,120.00
58	PICKLEBALL NET AND POST SYSTEM	4	EA	\$3,058.00	\$12,232.00	4.0	\$12,232.00	0.0	\$ -	4.0	\$12,232.00
59	VOLLEYBALL NET AND POST SYSTEM	2	EA	\$4,000.00	\$8,000.00	2.0	\$8,000.00	0.0	\$ -	2.0	\$8,000.00
60	ARTIFICIAL TURF SURFACING	2376	SF	\$21.00	\$49,896.00	2376.0	\$49,896.00	0.0	\$ -	2376.0	\$49,896.00
61	SPORT COURT LIGHTING	1	LS	\$49,500.00	\$49,500.00	1.0	\$49,500.00	0.0	\$ -	1.0	\$49,500.00
A1	CLEARING AND GRUBBING	1	LS	\$500.00	\$500.00	1.0	\$500.00	0.0	\$ -	1.0	\$500.00
A2	TOPSOIL, ON-SITE, 8 INCH	132	CY	\$25.00	\$3,300.00	132.0	\$3,300.00	0.0	\$ -	132.0	\$3,300.00
A3	EXCAVATION, CLASS 10	63	CY	\$20.00	\$1,260.00	63.0	\$1,260.00	0.0	\$ -	63.0	\$1,260.00
A4	SUBBASE, MODIFIED, 4 INCHES	126	SY	\$7.00	\$882.00	126.0	\$882.00	0.0	\$ -	126.0	\$882.00
A5	PCC PAVEMENT SAMPLES AND TESTING	1	LS	\$2,000.00	\$2,000.00	1.0	\$2,000.00	0.0	\$ -	1.0	\$2,000.00
A6	REMOVAL OF VOLLEYBALL COURT	267	SY	\$10.00	\$2,670.00	267.0	\$2,670.00	0.0	\$ -	267.0	\$2,670.00
A7	SIDEWALK, PCC, 5 INCH	84	SY	\$78.00	\$6,552.00	84.0	\$6,552.00	0.0	\$ -	84.0	\$6,552.00
A8	SEEDING, FERTILIZING, AND MULCHING FOR HYDRAULIC SEEDING TYPE 1 - PERMANENT LAWN	0	AC	\$5,500.00	\$1,375.00	0.3	\$1,375.00	0.0	\$ -	0.3	\$1,375.00
A9	SILT FENCE OR SILT FENCE DITCH CHECK INSTALLATION AND REMOVAL	225	LF	\$2.20	\$495.00	225.0	\$495.00	0.0	\$ -	225.0	\$495.00
A10	TEMPORARY FENCE, ORANGE PLASTIC	250	LF	\$4.00	\$1,000.00	250.0	\$1,000.00	0.0	\$ -	250.0	\$1,000.00
A11	MOBILIZATION - ALTERNATE A	1	LS	\$3,000.00	\$3,000.00	1.0	\$3,000.00	0.0	\$ -	1.0	\$3,000.00
A12	CONCRETE WASHOUT	1	LS	\$500.00	\$500.00	1.0	\$500.00	0.0	\$ -	1.0	\$500.00
A13	HORSHOE COURTS	2	EA	\$12,000.00	\$24,000.00	2.0	\$24,000.00	0.0	\$ -	2.0	\$24,000.00
CO2-1	EQUIPMENT RENTAL - LONG-REACH	0	WEEK	\$5,500.00	\$0.00	3.0	\$16,500.00	0.0	\$ -	3.0	\$16,500.00
CO2-2	DREDGING, HAULING, AND DISPOSING	0	HOUR	\$485.00	\$0.00	150.0	\$72,750.00	-30.0	\$ (14,550.00)	120.0	\$58,200.00
CO2-3	LAGOON BANK RESTORATION	0	ACRE	\$6,500.00	\$0.00	1.0	\$6,500.00	0.02	\$ 130.00	1.0	\$6,630.00
CO2-4	DUMP AREA RESTORATION	0	ACRE	\$6,500.00	\$0.00	1.5	\$9,750.00	2.0	\$ 13,000.00	3.5	\$22,750.00
CO3-1	STORM SEWER, TRENCHED, HDPE, 8 INCH DUAL WALL	0	LF	\$45.00	\$0.00	39.0	\$1,755.00	0.0	\$ -	39.0	\$1,755.00

CONSTRUCTION CHANGE ORDER - TABULATION OF CHANGES

PRK 23-001

Riverview Park Phase 1

Contract Quantities include quantities adjusted by Change Orders : 5

Change Order: #6

		(A)				(B) = (D) _{previous}		(C)		(D) = (B) + (C)	
Bid Item Number	Item Description	Original Contract				Previous Contract Adjustment		Proposed Contract Adjustment		Proposed Contract	
		Quantity	Unit	Unit Price	Value	Quantity	Value	Quantity	Value	Quantity	Value
CO4-1	ELECTRICAL SERVICE CHANGE OUT	0	LS	\$15,832.49	\$0.00	1.0	\$15,832.49	0.0	\$ -	1.0	\$15,832.49
CO4-2	DEDUCT FOR SSF ON BID ITEM 54 & 56	0	LS	-\$525.00	\$0.00	1.0	-\$525.00	0.0	\$ -	1.0	-\$525.00
CO4-3	TIME&MAT ALLOWANCE - POOL DEBRIS REMOVAL (WILL UPDATE IN FUTURE CO)	0	LS	\$5,000.00	\$0.00	0.0	\$0.00	0.0	\$ -	0.0	\$0.00
CO5-1	TIME&MAT ACTUAL - POOL DEBRIS REMOVAL	0	LS	\$3,315.93	\$0.00	1.0	\$3,315.93	0.0	\$ -	1.0	\$3,315.93
CO5-2	CHAIN LINK FENCE, COMMERCIAL, BLACK, 10' HEIGHT	0	LF	\$96.00	\$0.00	455.0	\$43,680.00	0.0	\$ -	455.0	\$43,680.00
CO5-3	SINGLE GATE. CHAIN LINK, BLACK. 10' HEIGHT, 4' WIDTH	0	EA	\$1,500.00	\$0.00	2.0	\$3,000.00	0.0	\$ -	2.0	\$3,000.00
CO5-4	DOUBLE GATE. CHAIN LINK, BLACK. 10' HEIGHT, 10' TOTAL WIDTH	0	EA	\$2,500.00	\$0.00	1.0	\$2,500.00	0.0	\$ -	1.0	\$2,500.00
CO6-1	EQUIPMENT FOR LAGOON BANK SHAPING - MID-SIZE EXCAVATOR	0	HOUR	\$260.00	\$0.00	0.0	\$0.00	23.0	\$ 5,980.00	23.0	\$5,980.00
CO6-2	EQUIPMENT FOR LAGOON BANK SHAPING - MINI EXCAVATOR OR TRACKED SKID LOADER	0	HOUR	\$160.00	\$0.00	0.0	\$0.00	22.0	\$ 3,520.00	22.0	\$3,520.00
	TOTALS:				\$1,336,029.00		\$1,485,979.42		\$ 8,847.50		\$1,494,826.92

CONSTRUCTION CHANGE ORDER - TABULATION OF CHANGES

PRK 23-001

Riverview Park Phase 1

Contract Quantities include quantities adjusted by Change Orders: 5

Change Order: #6

Bid Item Number	Item Description	CO Adjustments Included	Previous Contract Quantity	Unit	Total Revision	Total Revised Qty	CONTRACT QTY	RVS CONTRACT QTY	CONTRACT QTY2	RVS CONTRACT QTY	CONTRACT QTY3	RVS CONTRACT QTY	CONTRACT QTY4	RVS CONTRACT QTY	CONTRACT QTY5	RVS CONTRACT QTY
							PEDESTRIAN BRIDGE	PEDESTRIAN BRIDGE	WEIR WALL	WEIR WALL	PLAYGROUND	PLAYGROUND	PICKLEBALL COURTS	PICKLEBALL COURTS	HORSE SHOE	HORSE SHOE
1	CLEARING AND GRUBBING		1	LS	0.00	1.00	0.5		0		0.5		0		0	
2	TOPSOIL, ON-SITE, 8 INCH	1	1704	CY	0.00	1704.00	273		318		513		600		0	
3	TOPSOIL, COMPOST AMENDED		110	CY	0.00	110.00	0		0		110		0		0	
4	EXCAVATION, CLASS 10	1	4329	CY	0.00	4329.00	627		1400		350		1952		0	
5	TEMPORARY BERM, INSTALLATION AND REMOVAL		120	CY	0.00	120.00	0		120		0		0		0	
6	SUBGRADE PREPARATION, 12 INCHES		1077	SY	0.00	1077.00	0		0		0		1077		0	
7	SUBBASE, MODIFIED, 4 INCHES	1	1499	SY	10.00	1509.00	456		0		550		493	10	0	
8	SUBBASE, 1 INCH CLEAN, 12 INCHES		1077	SY	0.00	1077.00	0		0		0		1077		0	
9	SUBBASE, SAND, 9 INCHES		1077	SY	0.00	1077.00	0		0		0		1077		0	
10	REMOVAL OF PEDESTRIAN BRIDGE		1	LS	0.00	1.00	1		0		0		0		0	
11	REMOVAL OF PLAYGROUND EQUIPMENT		1	LS	0.00	1.00	0		0		1		0		0	
12	REMOVAL OF BENCHES		5	EA	0.00	5.00	0		0		5		0		0	
13	REMOVAL OF EXISTING BERM		1	LS	0.00	1.00	0		1		0		0		0	
14	COMPACTION TESTING		1	LS	0.00	1.00	1		0		0		0		0	
15	STORM SEWER, TRENCHED, RCP, 15 INCH	3	351	LF	0.00	351.00	0		0		351		0		0	
16	PIPE APRON, 15 INCH		1	EA	0.00	1.00	0		1		0		0		0	
17	SUBDRAIN, 4", PERFORATED		967	LF	0.00	967.00	0		0		287		680		0	
18	SUBDRAIN, 6", PERFORATED		70	LF	0.00	70.00	0		0		70		0		0	
19	SUBDRAIN CLEANOUT, PVC, 4 INCH		14	EA	0.00	14.00	0		0		3		11		0	
20	SUBDRAIN OUTLETS AND CONNECTIONS, PVC, 4 INCH		2	EA	0.00	2.00	0		0		1		1		0	
21	RELOCATE WATER SERVICE, 2 INCH		1	EA	0.00	1.00	0		0		1		0		0	
22	INTAKE, SW-512		4	EA	0.00	4.00	0		0		4		0		0	
23	SPORT COURT RIBBON CURB		398	LF	0.00	398.00	0		0		0		398		0	
24	PCC PAVEMENT SAMPLES AND TESTING		1	LS	0.00	1.00	1		0		0		0		0	
25	REMOVAL OF TENNIS COURT		865	SY	0.00	865.00	0		0		0		865		0	
26	REMOVAL OF SIDEWALK		498	SY	9.30	507.30	306		0		28		164	9.3	0	
27	SIDEWALK, PCC, 5 INCH	1	1034	SY	9.30	1043.30	312		0		400		322	9.3	0	
28	COURT PAVEMENT, PCC, 6 INCH, REINFORCED		978	SY	0.00	978.00	0		0		0		978		0	
29	FULL DEPTH PATCHES, PCC, M-4, 6 INCH		55	SY	0.00	55.00	0		0		55		0		0	
30	SEEDING, FERTILIZING, AND MULCHING FOR HYDRAULIC SEEDING TYPE 1 - PERMANENT LAWN	1	1.52	AC	0.00	1.52	0.25		0.32		0.42		0.53		0	
31	SEEDING, FERTILIZING, AND MULCHING FOR HYDRAULIC SEEDING WETLAND SEED MIX		0.05	AC	0.00	0.05	0		0.05		0		0		0	
32	PLANTS WITH WARRANTY, DECIDUOUS SHRUBS, (3 GAL)		4	EA	0.00	4.00	0		0		4		0		0	
33	PLANTS WITH WARRANTY, PERENNIAL (1 GAL)		259	EA	0.00	259.00	0		0		259		0		0	
34	PLANTS WITH WARRANTY, DECIDUOUS TREE, (1.5" CAL.)		3	EA	0.00	3.00	0		0		3		0		0	
35	SWPPP PREPARATION		1	LS	0.00	1.00	1		0		0		0		0	
36	SWPPP MANAGEMENT		1	LS	0.00	1.00	1		0		0		0		0	
37	RIP RAP, CLASS E		276	TON	0.00	276.00	232		44		0		0		0	
38	SILT FENCE OR SILT FENCE DITCH CHECK INSTALLATION AND REMOVAL		2450	LF	0.00	2450.00	850		350		500		750		0	
39	STABILIZED CONSTRUCTION ENTRANCE		224	SY	0.00	224.00	224		0		0		0		0	

CONSTRUCTION CHANGE ORDER - TABULATION OF CHANGES

PRK 23-001

Riverview Park Phase 1

Contract Quantities include quantities adjusted by Change Orders: 5

Change Order: #6

Bid Item Number	Item Description	CO Adjustments Included	Previous Contract Quantity	Unit	Total Revision	Total Revised Qty	CONTRACT QTY	RVS CONTRACT QTY	CONTRACT QTY2	RVS CONTRACT QTY	CONTRACT QTY3	RVS CONTRACT QTY	CONTRACT QTY4	RVS CONTRACT QTY	CONTRACT QTY5	RVS CONTRACT QTY
							PEDESTRIAN BRIDGE	PEDESTRIAN BRIDGE	WEIR WALL	WEIR WALL	PLAYGROUND	PLAYGROUND	PICKLEBALL COURTS	PICKLEBALL COURTS	HORSE SHOE	HORSE SHOE
40	EROSION CONTROL MULCHING, HYDRO MULCHING, TYPE 1		1	AC	0.00	1.00	1		0		0		0		0	
41	EROSION CONTROL MULCHING, HYDRO MULCHING, TYPE 2		1	AC	0.00	1.00	1		0		0		0		0	
42	CHAIN LINK FENCE, COMMERCIAL, BLACK, 6' HEIGHT	5	0	LF	0.00	0.00	0		0		0		0		0	
43	COURT DIVISION FENCING, CHAIN LINK, BLACK, 4' HEIGHT		96	LF	0.00	96.00	0		0		0		96		0	
44	SINGLE GATE, CHAIN LINK, BLACK, 6' HEIGHT, 4' WIDTH	5	0	EA	0.00	0.00	0		0		0		0		0	
45	DOUBLE GATE, CHAIN LINK, BLACK, 6' HEIGHT, 10' TOTAL WIDTH	5	0	EA	0.00	0.00	0		0		0		0		0	
46	REMOVAL OF FENCE		372	LF	0.00	372.00	0		0		0		372		0	
47	TEMPORARY FENCE, ORANGE PLASTIC		2600	LF	0.00	2600.00	680		450		640		830		0	
48	CONSTRUCTION SURVEY		1	LS	0.00	1.00	1		0		0		0		0	
49	MOBILIZATION		1	LS	0.00	1.00	0.25		0.25		0.25		0.25		0	
50	CONCRETE WASHOUT		1	LS	0.00	1.00	0.25		0.25		0.25		0.25		0	
51	BACKED BENCH		5	EA	0.00	5.00	0		0		4		1		0	
52	POURED IN PLACE PLAYGROUND SURFACING		5300	SF	0.00	5300.00	0		0		5300		0		0	
53	ENGINEERED WOOD FIBER PLAYGROUND SURFACING		80	CY	0.00	80.00	0		0		80		0		0	
54	PEDESTRIAN BRIDGE ABUTMENTS		1	LS	0.00	1.00	1		0		0		0		0	
55	PREFABRICATED PEDESTRIAN BRIDGE		1	LS	0.00	1.00	1		0		0		0		0	
56	WEIR WALL		1	LS	0.00	1.00	0		1		0		0		0	
57	ACRYLIC COURT SURFACING		978	SY	0.00	978.00	0		0		0		978		0	
58	PICKLEBALL NET AND POST SYSTEM		4	EA	0.00	4.00	0		0		0		4		0	
59	VOLLEYBALL NET AND POST SYSTEM		2	EA	0.00	2.00	0		0		0		2		0	
60	ARTIFICIAL TURF SURFACING		2376	SF	0.00	2376.00	0		0		0		2376		0	
61	SPORT COURT LIGHTING		1	LS	0.00	1.00	0		0		0		1		0	
A1	CLEARING AND GRUBBING		1	LS	0.00	1.00	0		0		0		0		1	
A2	TOPSOIL, ON-SITE, 8 INCH		132	CY	0.00	132.00	0		0		0		0		132	
A3	EXCAVATION, CLASS 10		63	CY	0.00	63.00	0		0		0		0		63	
A4	SUBBASE, MODIFIED, 4 INCHES		126	SY	0.00	126.00	0		0		0		0		126	
A5	PCC PAVEMENT SAMPLES AND TESTING		1	LS	0.00	1.00	0		0		0		0		1	
A6	REMOVAL OF VOLLEYBALL COURT		267	SY	0.00	267.00	0		0		0		0		267	
A7	SIDEWALK, PCC, 5 INCH		84	SY	0.00	84.00	0		0		0		0		84	
A8	SEEDING, FERTILIZING, AND MULCHING FOR HYDRAULIC SEEDING TYPE 1 - PERMANENT LAWN		0.25	AC	0.00	0.25	0		0		0		0		0.25	
A9	SILT FENCE OR SILT FENCE DITCH CHECK INSTALLATION AND REMOVAL		225	LF	0.00	225.00	0		0		0		0		225	
A10	TEMPORARY FENCE, ORANGE PLASTIC		250	LF	0.00	250.00	0		0		0		0		250	
A11	MOBILIZATION - ALTERNATE A		1	LS	0.00	1.00	0		0		0		0		1	
A12	CONCRETE WASHOUT		1	LS	0.00	1.00	0		0		0		0		1	
A13	HORSHOE COURTS		2	EA	0.00	2.00	0		0		0		0		2	
CO2-1	EQUIPMENT RENTAL - LONG-REACH	2	3	WEEK	0.00	3.00	3		0		0		0		0	
CO2-2	DREDGING, HAULING, AND DISPOSING	2	150	HOURL	-30.00	120.00	150	-30	0		0		0		0	
CO2-3	LAGOON BANK RESTORATION	2	1	ACRE	0.02	1.02	1	0.02	0		0		0		0	
CO2-4	DUMP AREA RESTORATION	2	1.5	ACRE	2.00	3.50	1.5	2.00	0		0		0		0	
CO3-1	STORM SEWER, TRENCHED, HDPE, 8 INCH DUAL WALL	3	39	LF	0.00	39.00	0		0		39		0		0	
CO4-1	ELECTRICAL SERVICE CHANGE OUT	4	1	LS	0.00	1.00	0		0		0		1		0	
CO4-2	DEDUCT FOR SSF ON BID ITEM 54 & 56	4	1	LS	0.00	1.00	0.5		0.5		0		0		0	

CONSTRUCTION CHANGE ORDER - TABULATION OF CHANGES

PRK 23-001

Riverview Park Phase 1

Contract Quantities include quantities adjusted by Change Orders: 5

Change Order: #6

Bid Item Number	Item Description		TOTAL	TOTAL	TOTAL	TOTAL	CONTRACT QTY	RVS CONTRACT QTY	CONTRACT QTY2	RVS CONTRACT QTY	CONTRACT QTY3	RVS CONTRACT QTY	CONTRACT QTY4	RVS CONTRACT QTY	CONTRACT QTY5	RVS CONTRACT QTY
		CO Adjustments Included	Previous Contract Quantity	Unit	Total Revision	Total Revised Qty	PEDESTRIAN BRIDGE	PEDESTRIAN BRIDGE	WEIR WALL	WEIR WALL	PLAYGROUND	PLAYGROUND	PICKLEBALL COURTS	PICKLEBALL COURTS	HORSE SHOE	HORSE SHOE
CO4-3	TIME&MAT ALLOWANCE - POOL DEBRIS REMOVAL (WILL UPDATE IN FUTURE CO)	4, 5	0	LS	0.00	0.00	0		0		0		0		0	
CO5-1	TIME&MAT ACTUAL - POOL DEBRIS REMOVAL	5	1	LS	0.00	1.00	0		0		0		1		0	
CO5-2	CHAIN LINK FENCE, COMMERCIAL, BLACK, 10' HEIGHT	5	455	LF	0.00	455.00	0		0		0		455		0	
CO5-3	SINGLE GATE, CHAIN LINK, BLACK, 10' HEIGHT, 4' WIDTH	5	2	EA	0.00	2.00	0		0		0		2		0	
CO5-4	DOUBLE GATE, CHAIN LINK, BLACK, 10' HEIGHT, 10' TOTAL WIDTH	5	1	EA	0.00	1.00	0		0		0		1		0	
CO6-1	EQUIPMENT FOR LAGOON BANK SHAPING - MID-SIZE EXCAVATOR		0	HOURL	23.00	23.00	0	23.00	0		0		0		0	
CO6-2	EQUIPMENT FOR LAGOON BANK SHAPING - MINI EXCAVATOR OR TRACKED SKID LOADER		0	HOURL	22.00	22.00	0	22.00	0		0		0		0	



**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 27, 2025
Re: Resolution Memorializing the Relationship between the City of Marshalltown and the Fisher Governor Foundation for purposes of financial support for the Linn Creek District Projects

Strategic Plan Objective:

Completion of the Linn Creek District Projects

Recommended:

Staff recommends approval.

Budget Impact:

There is no net financial impact as the funds provided to the Fisher Governor Foundation are intended for the Martha-Ellen Tye Playhouse and are simply passing through the City.

Description/Background:

The proposed resolution details the relationship between the City of Marshalltown and the Fisher Governor Foundation for purposes of financial support for the Linn Creek District projects.

The City and the Fisher Governor Foundation are co-applicants on the Destination Iowa Project Grant for the Linn Creek District projects - the Apgar Water Plaza, the Ann C. Keyser Trailhead and Bridge, and the Martha Ellen Tye Playhouse.

The City of Marshalltown is serving as the primary recipient for private donations for the Destination Iowa projects. The City is the only recipient for Destination Iowa reimbursement funds. From time to time, it will be necessary for the City of Marshalltown to complete a distribution of these funds to the Fisher Governor Foundation for their component of the overall projects. Fisher Governor Foundation will only be reimbursed following receipt of invoices or verification of payment for work performed on the phase 2A Martha-Ellen Tye Playhouse project scope of work, as detailed in the Destination Iowa Grant Application.

The city has accepted several multi-year funding commitments from businesses and individuals.

In order to simplify the process for funding distribution in future years, the City will utilize funds on hand to pay out the Fisher Governor Foundation portion of committed project funds from private donors and Destination Iowa Project Grant Funds not to exceed \$800,515 first. All remaining funds and subsequently received funds will then offset incurred costs for the city's remaining projects.

Attachments:

1. Resolution_Marshalltown_Fisher_Governor_Foundation

**RESOLUTION MEMORIALIZING THE RELATIONSHIP BETWEEN THE
CITY OF MARSHALLTOWN AND THE FISHER GOVERNOR FOUNDATION
FOR PURPOSES OF FINANCIAL SUPPORT FOR THE LINN CREEK
DISTRICT PROJECTS**

WHEREAS, the City of Marshalltown and the Fisher Governor Foundation are co-applicants for a Destination Iowa Project Grant for the development of multiple Linn Creek District projects, including the Apgar Water Plaza, the Ann C. Keyser Trailhead and Emerson Bridge, and the Martha-Ellen Tye Playhouse;

WHEREAS, the City of Marshalltown is the designated primary recipient for all private donations and state reimbursements under the Destination Iowa Project Grant;

WHEREAS, the Fisher Governor Foundation is responsible for executing the Phase 2A Martha-Ellen Tye Playhouse component of the Linn Creek District projects, as outlined in the Destination Iowa Grant Application;

WHEREAS, the City has accepted several multi-year commitments from businesses and individuals in support of the Linn Creek District projects;

WHEREAS, to fulfill its fiduciary role, the City must periodically disburse funds to the Fisher Governor Foundation upon receipt of invoices or proof of payment for eligible project expenses related to the Playhouse;

WHEREAS, to facilitate an efficient funding distribution process in future years, the City will first utilize funds on hand to distribute to the Fisher Governor Foundation up to an amount not to exceed \$800,515, reflecting its share of committed private and grant funds;

WHEREAS, all remaining and subsequently received funds will be applied to offset project costs incurred by the City for the remaining Linn Creek District improvements;

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

Section 1. The City Council hereby formally memorializes the relationship between the City and the Fisher Governor Foundation for purposes of administering and disbursing financial support for the Linn Creek District projects.

Section 2. The City is authorized to distribute funds to the Fisher Governor Foundation for the Phase 2A Martha-Ellen Tye Playhouse project upon submission of proper documentation of incurred expenses, in an amount not to exceed \$800,515.

Section 3. The City shall continue to act as the fiscal agent for Destination Iowa Grant funds and private donations, ensuring all disbursements are made in accordance with the grant guidelines and applicable project scopes.

Section 4. This resolution shall be in effect upon its passage and approval.

PASSED AND APPROVED this ____ day of _____, 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: Heather Thomas, Public Works Director
Meeting Date: May 27, 2025
Re: Resolution Approving a Professional Services Agreement for \$39,900 with HR Green, Inc for the WPC SBR Optimization and Improvements Study, #WPC25001

Strategic Plan Objective:

None of the Top or High Priority Goals identified in the 2025 Strategic Plan are related to this item. However, failure to maintain our treatment facility, would result in compliance issues from Iowa DNR and EPA. A review of optimization potential during needed replacement of components at their end of life is best practice to perform the necessary treatment in the most effective way.

Recommended:

Staff recommends approval of this Professional Services Agreement, at a cost of \$39,900. Please note, this approval limit is within the City Administrators spending authority; however, for transparency and to provide an update to council and the public – we are recommending council approval.

Budget Impact:

This project was included in the most recent approval of the Capital Improvement Plan; we have sufficient sanitary sewer enterprise funds on hand, which are generated through sewer utility rates. This project will run through Fund 615.

Description/Background:

The city operates a 13 MGD wastewater treatment facility with five treatment trains. Two of the treatment trains primarily serve industrial pretreated wastewater and use Sequencing Batch Reactor technology.

The air distribution and diffuser components at the bottom of the 17.5-ft basins are at their end of life. The current diffusers, which should last 5-7 years in most applications, have only been lasting 1-2 years before diffuser replacements are needed. Diffuser replacement is a very labor-intensive process that requires draining the 98' x 98' x 17.5' basins and sending staff into the basin to individually remove and replace hundreds of diffuser discs in each basin, all while the

treatment train is out of service. During the last diffuser replacement, it was also noted that the air distribution piping that the diffusers are connected to is showing signs of needing replaced. With most of the aeration system needing replaced, we would like to take the opportunity to determine if there is a different aeration system that will require less maintenance and will also be safer for our staff to operate & maintain.

Additionally, flow to the SBR units average 1.6 MGD with max capacity between 1.8-1.9 MGD. In many cases, the city receives more industrial flow than what the SBR units are designed to handle, so some of the pretreated industrial flow is sent to one of the three domestic treatment trains. Part of this study will evaluate if changing to a different basin aeration system and changing timing cycles of the SBR trains would allow more hydraulic capacity than what we can currently send through the units.

When comparing aeration systems from different vendors, each vendor provides results of modeling; however, in order to compare various aeration systems, this study will include HR Green preparing a model of the aeration so different systems can be compared apples to apples. It is estimated that due to the complex nature of modeling and getting to accurate cost estimates, this study will include preliminary design to about a 30% level.

This study is anticipated to take approximately 16-weeks. From there, the city will be able to review options for replacing the aeration system of our SBR basins and understand if/how maintenance frequency and treatment capacity may be impacted by each option. We would then anticipate a design and construction project to follow and currently show the project being constructed in FY27.

Attachments:

1. Resolution Approving HR Green for WPC SBR Optimization Study
2. WPC25001 SBR Study - HR Green Contract

**RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT FOR \$39,900
WITH HR GREEN, INC. FOR THE WATER POLLUTION CONTROL SBR
OPTIMIZATION AND IMPROVEMENTS STUDY, PROJECT #WPC25001**

WHEREAS, the City of Marshalltown has certain treatment equipment related to our Sequencing Batch Reactors (SBR) at the Water Pollution Control Plant that is at its end of life; and

WHEREAS, City Staff do not feel replacement of the equipment in-kind is in the city's best interest; and

WHEREAS, City Staff desire to evaluate aeration technology to determine how best to optimize our current SBR basins in conjunction with aeration equipment replacement; and

WHEREAS, HR Green Inc has submitted a Professional Services Agreement for providing a study to evaluate options to optimize and improve our SBR basins at a cost of \$39,900.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that the Professional Services Agreement with HR Green Inc for the scope, totaling \$39,900, is hereby approved and the Mayor is directed to execute the Agreement.

Passed this 27th day of May, 2025, and signed this _____ day of May, 2025.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, CMC, City Clerk



PROFESSIONAL SERVICES AGREEMENT

For

SBR Optimization and Improvements Study

Bob Ranson, WPCP Superintendent
City of Marshalltown
1001 Woodland Street
Marshalltown, IA, 50158
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Joe Frankl, PE, Project Manager
HR Green, Inc.
5525 Merle Hay Rd. Suite 200
Johnston, IA, 50131
2403797

May 9, 2025

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THIS **AGREEMENT** is between City of Marshalltown, IA (hereafter “CLIENT”) and HR GREEN, INC. (hereafter “COMPANY”).

1.0 Project Understanding

1.1 General Understanding

The Marshalltown Water Pollution Control Plant (WPCP) is a 13 million gallon per day (MGD) wastewater treatment facility serving over 9,000 homes and businesses including large industries. One such industry is a pork processing plant (hereafter “INDUSTRY”) that conveys pre-treated sewage directly to the WPCP. The WPCP includes two separate treatment trains generally divided with domestic waste directed to the Domestic Mechanical Plant and the majority of the INDUSTRY flow directed to the Sequencing Batch Reactors (SBR’s). There are two SBR Basins with approximate sizing of 98’ x 98’ x 17.5’ deep.

The CLIENT is anticipating an expansion from the INDUSTRY that would result in increased flows and organic/nutrient loads to the dedicated SBR train. In addition, more stringent effluent limits for Total Nitrogen (TN) and Total Phosphorus (TP) are anticipated at the WPCP in the future. Additionally, the air diffusers in the SBR basins have experienced premature wear and require frequent replacement, and the CLIENT would like to evaluate replacement of the in-basin aeration piping.

COMPANY will prepare a study evaluating the current operation and performance of the SBR train, assess its ability to accommodate increased flows and loads from the INDUSTRY, examine nutrient removal capabilities under potential future regulatory scenarios, and evaluate diffuser technologies for improved operational longevity, ease of maintenance, efficiency and improved safety. Concept-level cost opinions and life cycle cost comparisons will be provided for major improvement alternatives.

1.2 Design Criteria/Assumptions

1. Utilize existing data available from CLIENT for design information of the SBR system.
2. The 2018 Nutrient Reduction Feasibility Study prepared by Fox Engineering shall be used as the basis for evaluating potential future nutrient limits. The SBR system will be evaluated for its capability to meet the nutrient reductions as outlined in this report under the projected loading conditions. There has been an updated Nutrient Reduction Feasibility Study in 2024, but COMPANY’s understanding is that it is largely the same as the 2018 study with updated costs.
3. The current aeration system consists of 9” Sanitaire Silver Series EPDM membrane diffusers. These diffusers will be used as the baseline condition for aeration system comparison.
4. The current average day flow rate through the SBR tanks is 1.6 MGD with a maximum capacity of 1.8-1.9 MGD. As INDUSTRY increases their capacity, a maximum daily flow rate of 2.4 MGD will be considered.
5. As the SBR system is dedicated to treating INDUSTRY waste, no other domestic flow or loading projections will be considered besides the INDUSTRY expansion.
6. Historical loading concentrations will be used as the basis for estimating loadings to the SBR tanks under the INDUSTRY-increased flow scenario.

7. Modeling of SBR operations will use available data for influent characteristics, aeration efficiency, and reaction times. Default kinetic values may be supplemented with site-specific data if available.
8. The existing blower equipment and in-basin aeration piping are assumed to be adequately sized for the anticipated air demands associated with diffuser system modifications. Verification of piping and blower adequacy will be performed under the final design scope.
9. Blower capacity and performance curves will be assumed as provided by CLIENT. Modifications to blower systems are not assumed.
10. The study assumes no significant structural modifications to the existing SBR tanks unless clearly necessary to implement a recommended alternative.

2.0 Scope of Services

The CLIENT agrees to employ COMPANY to perform the following services:

1. Project Management

- a. Project Management. Provide on-going project management. Project management to include review of budget and schedule, project staffing, invoicing to the CLIENT, and internal/subconsultant coordination. Assume project duration is approximately four (4) months.
- b. Project Kickoff Meeting. Conduct a project kickoff meeting to clarify the CLIENT's goals and objectives for the project and present the initial work plan and schedule. Perform walk-around visual inspection of the SBR tanks and ancillary equipment/components.
- c. QC Review. Conduct an internal quality control (QC) review of the study and costs. QC is planned for the engineering report study deliverable milestones as indicated below.

2. Data Collection and Review

- a. Compile and review available influent and effluent data specific to the SBR train and the incoming INDUSTRY waste stream, including:
 - i. Flow Rates
 - ii. BOD, TSS, Ammonia, TN, and TP loadings
 - iii. Operational setpoints and SCADA data
 - iv. Historical compliance records
- b. Review design documents and previous studies or O&M records related to the SBR system and diffuser performance.
- c. Meet with CLIENT staff to discuss operational challenges, SBR maintenance history, and known performance limitations.

3. Flow and Load Projections

- a. Coordinate with the CLIENT to obtain expected flow and load projections related to the proposed expansion.
- b. Compare projected loading against current SBR design capacity.
- c. Identify any operational or process bottlenecks under future load conditions.

4. SBR Optimization and Nutrient Removal Evaluation

- a. Develop a process model (e.g., BioWin) of the SBR system using existing operational data.
- b. Calibrate the model to current performance.

- c. Simulate future industrial expansion scenarios to evaluate SBR performance under increased loading.
- d. Assess the ability of the SBR system to meet current and potential future TN and TP effluent limits.
- e. Recommend operational adjustments (cycle times, aeration strategies, etc.) or minor physical improvements that could improve performance or create capacity for increased loading.
- f. Coordinate with SBR Controls Vendor (Aqua-Aerobic) to review the current control strategy and instrumentation as well as the increased flow and loads and future effluent limits. Discuss potential upgrades to optimize cycle times, aeration control, and nutrient removal. Obtain an updated design proposal and budgetary pricing for new control strategies and/or hardware. Integrate manufacturer recommendations into the overall system optimization plan.

5. Aeration System Evaluation – Diffusers and Piping

- a. Evaluate layout, specifications, and performance of the existing in-basin aeration piping and diffuser systems.
- b. Review historical issues contributing to shortened diffuser lifespan.
- c. Coordinate with the existing diffuser manufacturer and alternative diffuser manufacturers to identify potential wastewater constituents that could contribute to diffuser fouling, scaling, or premature failure and prepare a recommended list of parameters for the City to analyze through laboratory sampling. Incorporate findings into the overall diffuser evaluation.
- d. Assess replacement options, including:
 - i. Conventional fine-bubble diffusers constructed of different materials (polyurethane) vs. the existing EPDM diffusers
 - ii. Retrievable diffuser systems
 - iii. Full replacement of in-basin air piping
- e. Compare diffuser and piping options on basis of:
 - i. Oxygen transfer efficiency
 - ii. Durability and maintenance needs
 - iii. Safety considerations for WPCP plant performing future replacement and maintenance of the diffusers
 - iv. Compatibility with SBR cycles and tank geometry
 - v. Installation considerations and cost
- f. Integrate diffuser performance and aeration efficiency into the process modeling under Task 4

6. Engineering Study Report

- a. Prepare an engineering report including:
 - i. SBR capacity and performance analysis under current and future loads
 - ii. Nutrient removal capabilities and required enhancements
 - iii. Evaluation of diffuser and in-basin piping replacement options
 - iv. Coordination outcomes with SBR Controls Vendor and recommended upgrades
 - v. Concept-level cost opinion for each major recommendation
 - vi. Life cycle cost comparisons for key alternatives
- b. Submit draft study report for CLIENT review and comment

- c. Review draft study report with the CLIENT during one (1) remote meeting and provide final recommendations. Meeting minutes shall be used to document CLIENT selections and decisions during the meeting.
- d. Finalize study report and deliver hard copies and an electronic copy of final study report to CLIENT along with a preliminary opinion of probable construction cost and life cycle for the project.

3.0 Deliverables and Schedules Included in this Agreement

The project schedule will be coordinated with the CLIENT,

1. Notice to Proceed – NTPMay 19, 2025 (anticipated by CLIENT)
2. Kick-off meeting 2 Weeks after NTP
3. Coordination w/ Diffuser MFR & SBR Vendor6 Weeks after NTP
4. Submit Draft Study 10 Weeks after NTP
5. Draft Study Review Meeting 12 Weeks after NTP
6. Submit Final Study and Preliminary OPCC 16 Weeks after NTP

This schedule was prepared to include reasonable allowances for review and approval times required by the CLIENT and public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by the CLIENT or for delays or other causes beyond the control of COMPANY.

4.0 Items not included in Agreement/Supplemental Services

The following items are not included as part of this AGREEMENT:

- Design, Bidding, or Construction phase services of the recommended equipment arrangement.
- Detailed modeling of other treatment trains outside the SBR system, or extended modeling for multiple nutrient limit scenarios beyond those established in the 2018 Nutrient Reduction Feasibility Study.
- Physical testing or sampling of influent or mixed liquor for diffuser fouling, aeration efficiency testing, or other investigative purposes not already specified. Lab analysis costs for diffuser membrane failure analysis beyond coordination services.
- Development of detailed SCADA programming modifications or integration specifications.
- Perform detailed sizing verification of the in-basin aeration piping, including evaluation of pipe diameters, materials, and airflow velocities; evaluate headloss through the aeration system; review existing blower curves to verify the ability of the blowers to meet air demands at the revised diffuser system operating pressures.
- Detailed structural assessment of existing SBR tanks or blower building.
- Survey services of the SBR tanks, blower building, and/or site utilities. It is assumed that as-built drawings and historical documentation will be sufficient to complete this study.

- Evaluation of the need for or the feasibility of adding new SBR tanks.
- Detailed investigations of other areas of the plant not identified in the scope.
- Detailed evaluation of the electrical, controls, mechanical, and structural components of the SBR tanks or blower building.
- Regulatory reviews, approvals, or correspondence.

Supplemental services not included in the AGREEMENT can be provided by COMPANY under separate agreement, if desired.

5.0 Services by Others

None anticipated.

6.0 Client Responsibilities

City staff shall provide the following items:

1. Provide influent and effluent flow data, along with available BOD, TSS, ammonia, TN, TP, and other relevant water quality sampling results for the past 3–5 years.
2. Provide available maintenance logs, diffuser replacement records, and SCADA operational data trends for the SBR system. Provide standard operating procedures and control sequence documentation for the SBR operation.
3. Provide flow and load projections associated with the anticipated INDUSTRY expansion, including timing and any phased expansion plans if applicable.
4. Provide old diffusers to equipment rep firm for purposes of analyzing failure mode and material incompatibility.
5. Collect representative influent wastewater samples from the INDUSTRY flow stream for purposes of evaluating potential causes of diffuser fouling and early failure. Provide laboratory testing services (either through the City's laboratory or third-party laboratory) for identified constituents which may be leading to fouling and failure of the diffusers.
6. Provide WPCP available files and drawings pertinent to the COMPANY's work on the project, including any "As-built" documentation (plans) of the existing site, structures, equipment, buildings related to the project.
7. Prompt review of draft study, recommendations, and information submitted by the COMPANY.

7.0 Professional Services Fee

7.1 Fees

The fee for services will be based on COMPANY standard hourly rates current at the time the AGREEMENT is signed. These standard hourly rates are subject to change upon 30 days' written notice. Non-salary expenses directly attributable to the project such as: (1) living and traveling expenses of employees when away from the home office on business connected with the project; (2) identifiable communication expenses; (3) identifiable reproduction costs applicable to the work; and (4) outside services will be charged in accordance with the rates current at the time the service is done.

7.2 Invoices

Invoices for COMPANY's services shall be submitted, on a monthly basis. Invoices shall be due and payable upon receipt. If any invoice is not paid within 30 days, COMPANY may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, suspend or terminate the performance of services. The retainer shall be credited on the final invoice. Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event that any portion of an account remains unpaid 60 days after the billing, COMPANY may institute collection action and the CLIENT shall pay all costs of collection, including reasonable attorneys' fees.

7.3 Extra Services

Any service required but not included as part of this AGREEMENT shall be considered extra services. Extra services will be billed on a Time and Material basis with prior approval of the CLIENT.

7.4 Exclusion

This fee does not include attendance at any meetings or public hearings other than those specifically listed in the Scope of Services. These service items are considered extra and are billed separately on an hourly basis.

7.5 Payment

The CLIENT AGREES to pay COMPANY on the following basis:

Lump sum in the amount of \$39,900

8.0 Terms and Conditions

The following Terms and Conditions are incorporated into this AGREEMENT and made a part of it.

8.1 Standard of Care

Services provided by COMPANY under this AGREEMENT will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.

8.2 Entire Agreement

This AGREEMENT and its attachments constitute the entire understanding between CLIENT and COMPANY relating to COMPANY's services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this AGREEMENT shall be in writing and signed by the parties to this AGREEMENT. If the CLIENT, its officers, agents, or employees request COMPANY to perform extra services pursuant to this AGREEMENT, CLIENT will pay for the additional services even though an additional written agreement is not issued or signed.

8.3 Time Limit and Commencement of Services

This AGREEMENT must be executed within ninety (90) days to be accepted under the terms set forth herein. The services will be commenced immediately upon receipt of this signed AGREEMENT.

8.4 Suspension of Services

If the Project or the COMPANY'S services are suspended by the CLIENT for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this AGREEMENT, the COMPANY shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the CLIENT shall compensate the COMPANY for expenses incurred as a result of the suspension and resumption of its services, and the COMPANY'S schedule and fees for the remainder of the Project shall be equitably adjusted.

If the COMPANY'S services are suspended for more than ninety (90) days, consecutive or in the aggregate, the COMPANY may terminate this AGREEMENT upon giving not less than five (5) calendar days' written notice to the CLIENT.

If the CLIENT is in breach of this AGREEMENT, the COMPANY may suspend performance of services upon five (5) calendar days' notice to the CLIENT. The COMPANY shall have no liability to the CLIENT, and the CLIENT agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this AGREEMENT by the CLIENT. Upon receipt of payment in full of all outstanding sums due from the CLIENT, or curing of such other breach which caused the COMPANY to suspend services, the COMPANY shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

8.5 Books and Accounts

COMPANY will maintain books and accounts of payroll costs, travel, subsistence, field, and incidental expenses for a period of five (5) years. Said books and accounts will be available at all reasonable times for examination by CLIENT at the corporate office of COMPANY during that time.

8.6 Insurance

COMPANY will maintain insurance for claims under the Worker's Compensation Laws, and from General Liability and Automobile claims for bodily injury, death, or property damage, and Professional Liability insurance caused by the negligent performance by COMPANY's employees of the functions and services required under this AGREEMENT.

8.7 Termination or Abandonment

Either party has the option to terminate this AGREEMENT. In the event of failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, then the obligation to provide further services under this AGREEMENT may be terminated upon seven (7) days' written notice. If any portion of the services is terminated or abandoned by CLIENT, the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the services not terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for

services performed during such phase shall be based on COMPANY's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse COMPANY for termination costs.

8.8 Waiver

COMPANY's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

8.9 Severability

If any provision of this AGREEMENT is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this AGREEMENT shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

8.10 Successors and Assigns

All of the terms, conditions, and provisions hereof shall inure to the benefit of and are binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this AGREEMENT shall be made without written consent of the parties to this AGREEMENT.

8.11 Third-Party Beneficiaries

Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the COMPANY. The COMPANY's services under this AGREEMENT are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against the COMPANY because of this AGREEMENT or the performance or nonperformance of services hereunder. The CLIENT and COMPANY agree to require a similar provision in all contracts with contractors, subcontractors, sub-consultants, vendors and other entities involved in this project to carry out the intent of this provision.

8.12 Governing Law and Jurisdiction

The CLIENT and the COMPANY agree that this AGREEMENT and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Iowa without regard to any conflict of law provisions, which may apply the laws of other jurisdictions.

It is further agreed that any legal action between the CLIENT and the COMPANY arising out of this AGREEMENT or the performance of the services shall be brought in a court of competent jurisdiction in the State of Iowa.

8.13 Dispute Resolution

Mediation. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and COMPANY agree that all disputes between them arising out of or relating to this AGREEMENT shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The CLIENT and COMPANY further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

8.14 Attorney's Fees

If litigation arises for purposes of collecting fees or expenses due under this AGREEMENT, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the party justly entitled thereto. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

8.15 Ownership of Instruments of Service

All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by COMPANY as instruments of service shall remain the property of COMPANY. COMPANY shall retain these records for a period of five (5) years following completion/submission of the records, during which period they will be made available to the CLIENT at all reasonable times.

8.16 Reuse of Documents

All project documents including, but not limited to, plans and specifications furnished by COMPANY under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by COMPANY, shall be at the CLIENT's sole risk, and CLIENT shall defend, indemnify and hold harmless COMPANY from all claims, damages and expenses including attorneys' fees arising out of or resulting therefrom.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by the COMPANY, and the COMPANY makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the COMPANY be liable for indirect or consequential damages as a result of the CLIENT's use or reuse of the electronic files.

8.17 Failure to Abide by Design Documents or To Obtain Guidance

The CLIENT agrees that it would be unfair to hold COMPANY liable for problems that might occur should COMPANY'S plans, specifications or design intents not be followed, or for problems resulting from others' failure to obtain and/or follow COMPANY'S guidance with respect to any errors, omissions, inconsistencies, ambiguities or conflicts which are detected or alleged to exist in or as a consequence of implementing COMPANY'S plans, specifications or other instruments of service. Accordingly, the CLIENT waives any claim against COMPANY, and agrees to defend, indemnify and hold COMPANY harmless from any claim for injury or losses that results from failure to follow COMPANY'S plans, specifications or design intent, or for failure to obtain and/or follow COMPANY'S guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities or conflicts contained within or arising as a result of implementing COMPANY'S plans, specifications or other instruments of service. The CLIENT also agrees to compensate COMPANY for any time spent and expenses incurred remedying CLIENT's failures according to COMPANY'S prevailing fee schedule and expense reimbursement policy.

8.18 Opinion of Probable Construction Cost

As part of the Deliverables, COMPANY may submit to the CLIENT an opinion of probable cost required to construct work recommended, designed, or specified by COMPANY, if required by CLIENT. COMPANY is not a construction cost estimator or construction contractor, nor should COMPANY'S rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service a construction cost estimator or construction contractor would provide. This requires COMPANY to make a number of assumptions as to actual conditions that will be encountered on site; the specific decisions of other design professionals engaged; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the contractor will employ; contractor's techniques in determining prices and market conditions at the time, and other factors over which COMPANY has no control. Given the assumptions which must be made, COMPANY cannot guarantee the accuracy of its opinions of cost, and in recognition of that fact, the CLIENT waives any claim against COMPANY relative to the accuracy of COMPANY'S opinion of probable construction cost.

8.19 Design Information in Electronic Form

Because electronic file information can be easily altered, corrupted, or modified by other parties, either intentionally or inadvertently, without notice or indication, COMPANY reserves the right to remove itself from its ownership and/or involvement in the material from each electronic medium not held in its possession. CLIENT shall retain copies of the work performed by COMPANY in electronic form only for information and use by CLIENT for the specific purpose for which COMPANY was engaged. Said material shall not be used by CLIENT or transferred to any other party, for use in other projects, additions to this project, or any other purpose for which the material was not strictly intended by COMPANY without COMPANY's express written permission. Any unauthorized use or reuse or modifications of this material shall be at CLIENT'S sole risk. Furthermore, the CLIENT agrees to defend, indemnify, and hold COMPANY harmless from all claims, injuries, damages, losses, expenses, and attorneys' fees arising out of the modification or reuse of these materials.

The CLIENT recognizes that designs, plans, and data stored on electronic media including, but not limited to computer disk, magnetic tape, or files transferred via email, may be subject to undetectable alteration and/or uncontrollable deterioration. The CLIENT, therefore, agrees that COMPANY shall not be liable for the completeness or accuracy of any materials provided on electronic media after a 30-day inspection period, during which time COMPANY shall correct any errors detected by the CLIENT to complete the design in accordance with the intent of the contract and specifications. After 40 days, at the request of the CLIENT, COMPANY shall submit a final set of sealed drawings, and any additional services to be performed by COMPANY relative to the

submitted electronic materials shall be subject to separate agreement. The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the COMPANY and electronic files, the signed or sealed hard-copy construction documents shall govern.

8.20 Information Provided by Others

The CLIENT shall furnish, at the CLIENT's expense, all information, requirements, reports, data, surveys and instructions required by this AGREEMENT. The COMPANY may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The COMPANY shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the CLIENT and/or the CLIENT's consultants and contractors.

COMPANY is not responsible for accuracy of any plans, surveys or information of any type including electronic media prepared by any other consultants, etc. provided to COMPANY for use in preparation of plans. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the COMPANY from any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or connected in any way with the services performed by other consultants engaged by the CLIENT.

COMPANY is not responsible for accuracy of topographic surveys provided by others. A field check of a topographic survey provided by others will not be done under this AGREEMENT unless indicated in the Scope of Services.

8.21 Force Majeure

The CLIENT agrees that the COMPANY is not responsible for damages arising directly or indirectly from any delays for causes beyond the COMPANY's control. CLIENT agrees to defend, indemnify, and hold COMPANY, its consultants, agents, and employees harmless from any and all liability, other than that caused by the negligent acts, errors, or omissions of COMPANY, arising out of or resulting from the same. For purposes of this AGREEMENT, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; disease epidemic or pandemic; failure of any government agency to act in a timely manner; failure of performance by the CLIENT or the CLIENT'S contractors or consultants; or discovery of any hazardous substances or differing site conditions. Severe weather disruptions include but are not limited to extensive rain, high winds, snow greater than two (2) inches and ice. In addition, if the delays resulting from any such causes increase the cost or time required by the COMPANY to perform its services in an orderly and efficient manner, the COMPANY shall be entitled to a reasonable adjustment in schedule and compensation.

8.22 Job Site Visits and Safety

Neither the professional activities of COMPANY, nor the presence of COMPANY'S employees and sub-consultants at a construction site, shall relieve the general contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. COMPANY and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The CLIENT agrees that the general contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the CLIENT's AGREEMENT with the general contractor. The CLIENT also agrees that the CLIENT, COMPANY and COMPANY'S consultants shall be indemnified and shall be made additional insureds on the general contractor's and all subcontractor's general liability policies on a primary and non-contributory basis.

8.23 Hazardous Materials

CLIENT hereby understands and agrees that COMPANY has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENT's premises, or in connection with or related to this project with respect to which COMPANY has been retained to provide professional services. The compensation to be paid COMPANY for said professional services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold COMPANY, its officers, directors,

employees, and consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including, but not limited to, attorney fees and Court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals, liquids gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

It is acknowledged by both parties that COMPANY'S Scope of Services does not include any services related to asbestos or hazardous or toxic materials. In the event COMPANY or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of COMPANY'S services, COMPANY may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until the CLIENT retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrants that the job site is in full compliance with applicable laws and regulations.

Nothing contained within this AGREEMENT shall be construed or interpreted as requiring COMPANY to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq., as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

8.24 Certificate of Merit

The CLIENT shall make no claim for professional negligence, either directly or in a third party claim, against COMPANY unless the CLIENT has first provided COMPANY with a written certification executed by an independent design professional currently practicing in the same discipline as COMPANY and licensed in the State in which the claim arises. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a design professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to COMPANY not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any judicial proceeding.

8.25 Limitation of Liability

In recognition of the relative risks and benefits of the Project to both the CLIENT and the COMPANY, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants shall not exceed \$50,000.00, or the COMPANY'S total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

8.26 Municipal Advisor

The COMPANY is not a Municipal Advisor registered with the Security and Exchange Commission (SEC) as defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act. When the CLIENT is a municipal entity as defined by said Act, and the CLIENT requires project financing information for the services performed under this AGREEMENT, the CLIENT will provide the COMPANY with a letter detailing who their independent registered municipal advisor is and that the CLIENT will rely on the advice of such advisor. A sample letter can be provided to the CLIENT upon request.

This AGREEMENT is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the AGREEMENT. Services will not begin until COMPANY receives a signed agreement. COMPANY's services shall be limited to those expressly set forth in this AGREEMENT and COMPANY shall have no other obligations or responsibilities for the Project except as agreed to in writing. The effective date of the AGREEMENT shall be the last date entered below.



Sincerely,

HR GREEN, INC.

Joseph P. Frankl
Joseph P. Frankl, P.E.

Approved by:

Michael Roth

Printed/Typed Name: Michael Roth, P.E.

Title: Principal Date: 5/9/25

City of Marshalltown

Accepted by:

Printed/Typed Name:

Title: _____ Date: _____



**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 27, 2025
Re: Resolution Approving a Professional Services Agreement for \$36,200 with HR Green, Inc for the WPC Industrial Pretreatment Conveyance Flow Equalization Study, #WPC25002

Strategic Plan Objective:

None of the Top or High Priority Goals identified in the 2025 Strategic Plan are related to this item. However, failure to operate our treatment facility with minimal bypassing and compliance violations, would result in issues from Iowa DNR and EPA.

Recommended:

Staff recommends approval of this Professional Services Agreement, at a cost of \$36,200. Please note, this approval limit is within the City Administrators spending authority; however, for transparency and to provide an update to council and the public – we are recommending council approval.

Budget Impact:

This project was included in the most recent approval of the Capital Improvement Plan; we have sufficient sanitary sewer enterprise funds on hand, which are generated through sewer utility rates. This project will run through Fund 615.

Description/Background:

The city operates a 13 MGD wastewater treatment facility with five treatment trains. Two of the treatment trains primarily serve industrial pretreated wastewater that are conveyed by gravity to the city's facility through privately owned conveyance piping. The hydraulic design of the private gravity line and wastewater characteristics result in insufficient gravity flow in the pipe, at times, which causes our pumps that lift the wastewater from the gravity line to our SBR basins to cavitate. This results, at times, the need for the industry to bypass some of their wastewater into the city's domestic sewer collection and conveyance system.

In coordination and collaboration with Industry, it was determined that the private gravity conveyance piping needed to become a conveyance force main where the industry will pump wastewater to the city's treatment facility. The City issued the industry a compliance schedule

in relation to the necessary private infrastructure upgrades. In order to accommodate the required private infrastructure upgrades, the city will need to install flow equalization at our facility so that the industrial wastewater can be accepted from a private force main and continue to be pumped by the city to our SBR basins.

In addition to identifying the best location and selecting the most appropriate flow equalization structure at our facility, this study will also include additional engineering for electrical and controls evaluation and systems integration between the Industry and City's treatment and pumping facilities.

This study is anticipated to take approximately 16-weeks. The compliance schedule the City issued the industry includes the following milestones:

- Complete engineering feasibility analysis and hold a project initiation meeting with City by April 1, 2025 – [completed February 28, 2025]
- Complete 30% engineering design by October 1, 2025.
- Complete final design by July 1, 2026.
- Obtain necessary permits by January 1, 2027.
- Complete construction of improvements by December 31, 2027.

Once the city's study is complete, we would then anticipate a design and construction project for flow equalization to follow and currently show the city's project being constructed in FY26. This will allow the city's infrastructure to be in place to accommodate the industry's infrastructure improvements, which must be completed in calendar year 2027.

Attachments:

1. Resolution Approving HR Green for WPC Industrial Pretreatment FEB Study
2. WPC25002 FEB Study - HR Green Contract

**RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT FOR \$36,200
WITH HR GREEN, INC. FOR THE WATER POLLUTION CONTROL INDUSTRIAL
PRETREATMENT CONVEYANCE FLOW EQUALIZATION STUDY, PROJECT
#WPC25002**

WHEREAS, the City of Marshalltown accepts pretreated industrial wastewater at our Water Pollution Control Plant (WPCP); and

WHEREAS, the City of Marshalltown has issued a compliance schedule to an Industry related to conveyance improvements required to the industry's infrastructure; and

WHEREAS, improvements are needed at the City of Marshalltown WPCP in order to accommodate the industry's infrastructure changes, specific to flow equalization; and

WHEREAS, HR Green Inc has submitted a Professional Services Agreement for providing a study to evaluate options for flow equalization as well as assist in control integration between the city and industry's infrastructure improvements at a cost of \$36,200.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that the Professional Services Agreement with HR Green Inc for the scope, totaling \$36,200, is hereby approved and the Mayor is directed to execute the Agreement.

Passed this 27th day of May, 2025, and signed this _____ day of May, 2025.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, CMC, City Clerk



PROFESSIONAL SERVICES AGREEMENT

For

Industry Conveyance Project Study

Bob Ranson, WPCP Superintendent
City of Marshalltown
1001 Woodland Street
Marshalltown, IA, 50158
641-754-5709

Joe Frankl, PE, Project Manager
HR Green, Inc.
5525 Merle Hay Rd. Suite 200
Johnston, IA, 50131
2403797

May 9, 2025

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THIS **AGREEMENT** is between City of Marshalltown, IA (hereafter “CLIENT”) and HR GREEN, INC. (hereafter “COMPANY”).

1.0 Project Understanding

1.1 General Understanding

The Marshalltown Water Pollution Control Plant (WPCP) is a 13 million gallon per day (MGD) wastewater treatment facility serving over 9,000 homes and businesses including large industries. One such industry is a pork processing plant (hereafter “INDUSTRY”) that conveys pre-treated sewage directly to the WPCP. The Industry has proposed expanding their operations that would result in additional flow and load at the WPCP. The INDUSTRY plans to convert an existing sewer to a force main and construct a new pump station on INDUSTRY property to convey flows directly to the WPCP. In anticipation of these changes, the CLIENT will install a flow equalization basin (FEB) on WPCP property between the existing flow diversion/sampling structure and the WPCP’s SBR Feed Pump Building.

COMPANY will prepare a study assessing the hydraulic implications of the proposed conveyance improvements on the WPCP, siting and sizing the proposed FEB structure, evaluating adequacy of the existing SBR pumps, and providing input and recommendations on instrumentation and control coordination between INDUSTRY and WPCP infrastructure.

1.2 Design Criteria/Assumptions

1. Maximum instantaneous flowrate at the SBR Feed Pump Building to be approximately 2.7 MGD, peak flow rate of approximately 2.4 MGD, and average daily flowrate of approximately 1.7 MGD. Range of flowrates will be verified with INDUSTRY through CLIENT coordination.
2. Target detention time of the FEB to be on the order of 1-2 hours at peak flow. Preliminary rough size of FEB has been discussed at 160,000 gallons which matches the INDUSTRY’s equalization volume outside of INDUSTRY activated sludge plant.
3. FEB intended to provide flow dampening ahead of SBR pumps and is assumed to be an above-ground tank located between the flow diversion/sampling structure and the SBR Feed Pump Building.
4. INDUSTRY will be responsible for the design of the pump station at the INDUSTRY site and for the conversion of privately-owned sewer to force main.
5. CLIENT will be responsible for future design project including the FEB and improvements to the SBR feed pumps.
6. Interlocking controls between the INDUSTRY facility and the WPCP will be jointly coordinated by both parties.
7. Evaluation of any structural, electrical, or mechanical modifications required at the SBR Feed Pump Building will be deferred to a future final design project. This Study will focus on hydraulic adequacy of the SBR feed pumps along with planning-level recommendations.
8. Project will follow the Iowa DNR Wastewater Facilities Design Standards, Ten States Standards, and Hydraulic Institute Standards.

2.0 Scope of Services

The CLIENT agrees to employ COMPANY to perform the following services:

1. Project Management

- a. Project Management. Provide on-going project management. Project management to include review of budget and schedule, project staffing, invoicing to the CLIENT, and internal/subconsultant coordination. Assume project duration is approximately four (4) months.
- b. Project Kickoff Meeting. Conduct a project kickoff meeting to clarify the CLIENT's goals and objectives for the project and present the initial work plan and schedule. Perform walk-around visual inspection of the SBR Feed Pump Building and the INDUSTRY facilities.
- c. QC Review. Conduct an internal quality control (QC) review of the study and costs. QC is planned for the engineering study deliverable milestones as indicated below.

2. Data Collection and Review

- a. Review existing record drawings, flow data, and relevant design documentation.
- b. Understand planned improvements from INDUSTRY, including:
 - i. Proposed INDUSTRY pump station and operating strategy
 - ii. Existing and proposed INDUSTRY sewer profiles
 - iii. Pretreatment system (e.g., anaerobic lagoon level control)
 - iv. Anticipated peak and average flows/loads
- c. Meet with CLIENT staff to discuss and collect data regarding SBR feed pump operation, process flow diagrams, SCADA data, pump curves and known performance limitations.

3. Evaluation of WPCP SBR Pumps

- a. Review capacity and configuration of existing SBR Feed Pump Building.
- b. Evaluate the hydraulic grade line (HGL) from the discharge of the proposed INDUSTRY force main and its connection to the proposed FEB and downstream piping.
- c. Assess the potential impact of altered hydraulic conditions—due to pressurized flow and changes in elevation—on the SBR feed pumps.
- d. Identify and flag any conditions with risk of cavitation or loss of net positive suction head (NPSHa) at the existing SBR pumps.
- e. Recommend modifications, if needed, to mitigate cavitation risk (e.g., reconfiguration of piping, changes in elevation, or valve/pump control adjustments).

4. Flow Equalization Basin (FEB) Planning

- a. Confirm preliminary sizing target (e.g., 160,000 gallons) with CLIENT and validate based on projected flow rates and SBR process limitations.
- b. Evaluate potential FEB types (e.g. above-grade bolted steel, concrete, composite tanks) and configuration (covered, baffling, mixing) and identify a preferred conceptual approach.
- c. Identify suitable FEB site footprint and layout constraints between existing diversion structure and WPCP SBR Feed Pump Building.
- d. Confirm integration of the FEB within the overall hydraulic profile of the system.

- e. Verify that the proposed connection elevation from the INDUSTRY force main allows for appropriate FEB filling and discharge into the WPCP SBR Feed Pump Building without adverse hydraulic impacts.

5. Controls and Instrumentation Coordination

- a. Provide guidance and coordination support of systems integration required to tie together:
 - i. INDUSTRY anaerobic lagoon level monitoring
 - ii. Interconnecting settings between proposed INDUSTRY pump station and SBR feed pumps (e.g. flow pacing, level control)
 - iii. FEB level monitoring and alarms
 - iv. Flow monitoring at diversion point and FEB discharge
 - v. Overflow and fail-safe protection between facilities
- b. Identify key control logic elements required to manage coordination between INDUSTRY pump station and WPCP operations.
- c. Outline recommended telemetry and alarm protocols to protect WPCP infrastructure and ensure real-time visibility for WPCP operators.

6. Engineering Study Report

- a. Summarize all findings, assumptions, and conceptual recommendations in an engineering study report.
- b. Include relevant figures such as HGL profiles, preliminary site layouts, and control diagrams.
- c. Provide recommendations for next steps including design phase triggers, integration needs, and permitting considerations.
- d. Prepare preliminary-level planning cost opinions for:
 - i. FEB structure
 - ii. Ancillary piping connections and modifications
 - iii. Instrumentation, SCADA, and monitoring system improvements
 - iv. Any conceptual-level modifications to the SBR Feed Pump Building
- e. Submit draft study report for CLIENT review and comment
- f. Review draft study report with the CLIENT during one (1) remote meeting and provide final recommendations. Meeting minutes shall be used to document CLIENT selections and decisions during the meeting.
- g. Finalize study report and deliver up to three (3) hard copies and an electronic copy of final study report to CLIENT along with a preliminary opinion of probable construction cost and life cycle for the project.

3.0 Deliverables and Schedules Included in this Agreement

The project schedule will be coordinated with the CLIENT,

- | | | |
|----|---|--------------------------------------|
| 1. | Notice to Proceed – NTP | May 19, 2025 (anticipated by CLIENT) |
| 2. | Kick-off meeting | 2 Weeks after NTP |
| 3. | Submit Draft Study | 10 Weeks after NTP |
| 4. | Draft Study Review Meeting..... | 12 Weeks after NTP |
| 5. | Submit Final Study and Preliminary OPCC | 16 Weeks after NTP |

This schedule was prepared to include reasonable allowances for review and approval times required by the CLIENT and public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by the CLIENT or for delays or other causes beyond the control of COMPANY.

4.0 Items not included in Agreement/Supplemental Services

The following items are not included as part of this AGREEMENT:

- Design, Bidding, or Construction phase services of the recommended equipment arrangement.
- Topographic survey of the FEB site and/or pipeline corridors, including utilities, surface features, and elevations for preliminary or final design.
- Soil borings, laboratory testing, and geotechnical reporting to support structural or foundation design for the FEB or other improvements.
- Preparation of permit applications (e.g., NPDES modifications or antidegradation analysis, DNR construction permits, floodplain permits) or environmental review.
- Hydraulic transient modeling of the SBR pumps and piping system to evaluate surge risks.
- Direct coordination with a selected Systems Integrator to develop a preliminary design proposal for controls, instrumentation, and SCADA integration.
- Detailed modeling of other treatment trains outside the SBR system, or extended modeling for multiple nutrient limit scenarios beyond those established in the 2018 Nutrient Reduction Feasibility Study.
- Facilitating or leading technical meetings, correspondence, or working sessions directly with INDUSTRY staff or their consultants beyond coordination routed through CLIENT.
- Detailed evaluation of the electrical, mechanical, and structural components of the SBR Feed Pump Building or related infrastructure.
- Detailed investigations of other areas of the plant not identified in the scope.

Supplemental services not included in the AGREEMENT can be provided by COMPANY under separate agreement, if desired.

5.0 Services by Others

None anticipated.

6.0 Client Responsibilities

City staff shall provide the following items:

1. Serve as the primary liaison with INDUSTRY to obtain relevant design criteria, pumping strategies, anticipated flows, and proposed infrastructure profiles as well as ongoing coordination/communication with INDUSTRY.
2. Furnish available record drawings, reports, flow monitoring data, SCADA data, pump curves, operational logs, and other relevant documentation for the SBR feed pumps, ancillary infrastructure, and existing INDUSTRY conveyance system.

3. Provide WPCP available files and drawings pertinent to the COMPANY's work on the project, including any "As-built" documentation (plans) of the existing site, structures, equipment, buildings related to the project.
4. Prompt review of draft study, recommendations, and information submitted by the COMPANY.

7.0 Professional Services Fee

7.1 Fees

The fee for services will be based on COMPANY standard hourly rates current at the time the AGREEMENT is signed. These standard hourly rates are subject to change upon 30 days' written notice. Non-salary expenses directly attributable to the project such as: (1) living and traveling expenses of employees when away from the home office on business connected with the project; (2) identifiable communication expenses; (3) identifiable reproduction costs applicable to the work; and (4) outside services will be charged in accordance with the rates current at the time the service is done.

7.2 Invoices

Invoices for COMPANY's services shall be submitted, on a monthly basis. Invoices shall be due and payable upon receipt. If any invoice is not paid within 30 days, COMPANY may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, suspend or terminate the performance of services. The retainer shall be credited on the final invoice. Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event that any portion of an account remains unpaid 60 days after the billing, COMPANY may institute collection action and the CLIENT shall pay all costs of collection, including reasonable attorneys' fees.

7.3 Extra Services

Any service required but not included as part of this AGREEMENT shall be considered extra services. Extra services will be billed on a Time and Material basis with prior approval of the CLIENT.

7.4 Exclusion

This fee does not include attendance at any meetings or public hearings other than those specifically listed in the Scope of Services. These service items are considered extra and are billed separately on an hourly basis.

7.5 Payment

The CLIENT AGREES to pay COMPANY on the following basis:

Lump sum in the amount of \$36,200

8.0 Terms and Conditions

The following Terms and Conditions are incorporated into this AGREEMENT and made a part of it.

8.1 Standard of Care

Services provided by COMPANY under this AGREEMENT will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.

8.2 Entire Agreement

This AGREEMENT and its attachments constitute the entire understanding between CLIENT and COMPANY relating to COMPANY's services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this AGREEMENT shall be in writing and signed by the parties to this AGREEMENT. If the CLIENT, its officers, agents, or employees request COMPANY to perform extra services pursuant to this AGREEMENT, CLIENT will pay for the additional services even though an additional written agreement is not issued or signed.

8.3 Time Limit and Commencement of Services

This AGREEMENT must be executed within ninety (90) days to be accepted under the terms set forth herein. The services will be commenced immediately upon receipt of this signed AGREEMENT.

8.4 Suspension of Services

If the Project or the COMPANY'S services are suspended by the CLIENT for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this AGREEMENT, the COMPANY shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the CLIENT shall compensate the COMPANY for expenses incurred as a result of the suspension and resumption of its services, and the COMPANY'S schedule and fees for the remainder of the Project shall be equitably adjusted.

If the COMPANY'S services are suspended for more than ninety (90) days, consecutive or in the aggregate, the COMPANY may terminate this AGREEMENT upon giving not less than five (5) calendar days' written notice to the CLIENT.

If the CLIENT is in breach of this AGREEMENT, the COMPANY may suspend performance of services upon five (5) calendar days' notice to the CLIENT. The COMPANY shall have no liability to the CLIENT, and the CLIENT agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this AGREEMENT by the CLIENT. Upon receipt of payment in full of all outstanding sums due from the CLIENT, or curing of such other breach which caused the COMPANY to suspend services, the COMPANY shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

8.5 Books and Accounts

COMPANY will maintain books and accounts of payroll costs, travel, subsistence, field, and incidental expenses for a period of five (5) years. Said books and accounts will be available at all reasonable times for examination by CLIENT at the corporate office of COMPANY during that time.

8.6 Insurance

COMPANY will maintain insurance for claims under the Worker's Compensation Laws, and from General Liability and Automobile claims for bodily injury, death, or property damage, and Professional Liability insurance caused by the negligent performance by COMPANY's employees of the functions and services required under this AGREEMENT.

8.7 Termination or Abandonment

Either party has the option to terminate this AGREEMENT. In the event of failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, then the obligation to provide further services under this AGREEMENT may be terminated upon seven (7) days' written notice. If any portion of the services is terminated or abandoned by CLIENT, the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the services not terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for

services performed during such phase shall be based on COMPANY's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse COMPANY for termination costs.

8.8 Waiver

COMPANY's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

8.9 Severability

If any provision of this AGREEMENT is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this AGREEMENT shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

8.10 Successors and Assigns

All of the terms, conditions, and provisions hereof shall inure to the benefit of and are binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this AGREEMENT shall be made without written consent of the parties to this AGREEMENT.

8.11 Third-Party Beneficiaries

Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the COMPANY. The COMPANY's services under this AGREEMENT are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against the COMPANY because of this AGREEMENT or the performance or nonperformance of services hereunder. The CLIENT and COMPANY agree to require a similar provision in all contracts with contractors, subcontractors, sub-consultants, vendors and other entities involved in this project to carry out the intent of this provision.

8.12 Governing Law and Jurisdiction

The CLIENT and the COMPANY agree that this AGREEMENT and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Iowa without regard to any conflict of law provisions, which may apply the laws of other jurisdictions.

It is further agreed that any legal action between the CLIENT and the COMPANY arising out of this AGREEMENT or the performance of the services shall be brought in a court of competent jurisdiction in the State of Iowa.

8.13 Dispute Resolution

Mediation. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and COMPANY agree that all disputes between them arising out of or relating to this AGREEMENT shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The CLIENT and COMPANY further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

8.14 Attorney's Fees

If litigation arises for purposes of collecting fees or expenses due under this AGREEMENT, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the party justly entitled thereto. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

8.15 Ownership of Instruments of Service

All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by COMPANY as instruments of service shall remain the property of COMPANY. COMPANY shall retain these records for a period of five (5) years following completion/submission of the records, during which period they will be made available to the CLIENT at all reasonable times.

8.16 Reuse of Documents

All project documents including, but not limited to, plans and specifications furnished by COMPANY under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by COMPANY, shall be at the CLIENT's sole risk, and CLIENT shall defend, indemnify and hold harmless COMPANY from all claims, damages and expenses including attorneys' fees arising out of or resulting therefrom.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by the COMPANY, and the COMPANY makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the COMPANY be liable for indirect or consequential damages as a result of the CLIENT's use or reuse of the electronic files.

8.17 Failure to Abide by Design Documents or To Obtain Guidance

The CLIENT agrees that it would be unfair to hold COMPANY liable for problems that might occur should COMPANY'S plans, specifications or design intents not be followed, or for problems resulting from others' failure to obtain and/or follow COMPANY'S guidance with respect to any errors, omissions, inconsistencies, ambiguities or conflicts which are detected or alleged to exist in or as a consequence of implementing COMPANY'S plans, specifications or other instruments of service. Accordingly, the CLIENT waives any claim against COMPANY, and agrees to defend, indemnify and hold COMPANY harmless from any claim for injury or losses that results from failure to follow COMPANY'S plans, specifications or design intent, or for failure to obtain and/or follow COMPANY'S guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities or conflicts contained within or arising as a result of implementing COMPANY'S plans, specifications or other instruments of service. The CLIENT also agrees to compensate COMPANY for any time spent and expenses incurred remedying CLIENT's failures according to COMPANY'S prevailing fee schedule and expense reimbursement policy.

8.18 Opinion of Probable Construction Cost

As part of the Deliverables, COMPANY may submit to the CLIENT an opinion of probable cost required to construct work recommended, designed, or specified by COMPANY, if required by CLIENT. COMPANY is not a construction cost estimator or construction contractor, nor should COMPANY'S rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service a construction cost estimator or construction contractor would provide. This requires COMPANY to make a number of assumptions as to actual conditions that will be encountered on site; the specific decisions of other design professionals engaged; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the contractor will employ; contractor's techniques in determining prices and market conditions at the time, and other factors over which COMPANY has no control. Given the assumptions which must be made, COMPANY cannot guarantee the accuracy of its opinions of cost, and in recognition of that fact, the CLIENT waives any claim against COMPANY relative to the accuracy of COMPANY'S opinion of probable construction cost.

8.19 Design Information in Electronic Form

Because electronic file information can be easily altered, corrupted, or modified by other parties, either intentionally or inadvertently, without notice or indication, COMPANY reserves the right to remove itself from its ownership and/or involvement in the material from each electronic medium not held in its possession. CLIENT shall retain copies of the work performed by COMPANY in electronic form only for information and use by CLIENT for the specific purpose for which COMPANY was engaged. Said material shall not be used by CLIENT or transferred to any other party, for use in other projects, additions to this project, or any other purpose for which the material was not strictly intended by COMPANY without COMPANY's express written permission. Any unauthorized use or reuse or modifications of this material shall be at CLIENT'S sole risk. Furthermore, the CLIENT agrees to defend, indemnify, and hold COMPANY harmless from all claims, injuries, damages, losses, expenses, and attorneys' fees arising out of the modification or reuse of these materials.

The CLIENT recognizes that designs, plans, and data stored on electronic media including, but not limited to computer disk, magnetic tape, or files transferred via email, may be subject to undetectable alteration and/or uncontrollable deterioration. The CLIENT, therefore, agrees that COMPANY shall not be liable for the completeness or accuracy of any materials provided on electronic media after a 30-day inspection period, during which time COMPANY shall correct any errors detected by the CLIENT to complete the design in accordance with the intent of the contract and specifications. After 40 days, at the request of the CLIENT, COMPANY shall submit a final set of sealed drawings, and any additional services to be performed by COMPANY relative to the

submitted electronic materials shall be subject to separate agreement. The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the COMPANY and electronic files, the signed or sealed hard-copy construction documents shall govern.

8.20 Information Provided by Others

The CLIENT shall furnish, at the CLIENT's expense, all information, requirements, reports, data, surveys and instructions required by this AGREEMENT. The COMPANY may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The COMPANY shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the CLIENT and/or the CLIENT's consultants and contractors.

COMPANY is not responsible for accuracy of any plans, surveys or information of any type including electronic media prepared by any other consultants, etc. provided to COMPANY for use in preparation of plans. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the COMPANY from any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or connected in any way with the services performed by other consultants engaged by the CLIENT.

COMPANY is not responsible for accuracy of topographic surveys provided by others. A field check of a topographic survey provided by others will not be done under this AGREEMENT unless indicated in the Scope of Services.

8.21 Force Majeure

The CLIENT agrees that the COMPANY is not responsible for damages arising directly or indirectly from any delays for causes beyond the COMPANY's control. CLIENT agrees to defend, indemnify, and hold COMPANY, its consultants, agents, and employees harmless from any and all liability, other than that caused by the negligent acts, errors, or omissions of COMPANY, arising out of or resulting from the same. For purposes of this AGREEMENT, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; disease epidemic or pandemic; failure of any government agency to act in a timely manner; failure of performance by the CLIENT or the CLIENT'S contractors or consultants; or discovery of any hazardous substances or differing site conditions. Severe weather disruptions include but are not limited to extensive rain, high winds, snow greater than two (2) inches and ice. In addition, if the delays resulting from any such causes increase the cost or time required by the COMPANY to perform its services in an orderly and efficient manner, the COMPANY shall be entitled to a reasonable adjustment in schedule and compensation.

8.22 Job Site Visits and Safety

Neither the professional activities of COMPANY, nor the presence of COMPANY'S employees and sub-consultants at a construction site, shall relieve the general contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. COMPANY and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The CLIENT agrees that the general contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the CLIENT's AGREEMENT with the general contractor. The CLIENT also agrees that the CLIENT, COMPANY and COMPANY'S consultants shall be indemnified and shall be made additional insureds on the general contractor's and all subcontractor's general liability policies on a primary and non-contributory basis.

8.23 Hazardous Materials

CLIENT hereby understands and agrees that COMPANY has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENT's premises, or in connection with or related to this project with respect to which COMPANY has been retained to provide professional services. The compensation to be paid COMPANY for said professional services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold COMPANY, its officers, directors,

employees, and consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including, but not limited to, attorney fees and Court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals, liquids gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

It is acknowledged by both parties that COMPANY'S Scope of Services does not include any services related to asbestos or hazardous or toxic materials. In the event COMPANY or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of COMPANY'S services, COMPANY may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until the CLIENT retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrants that the job site is in full compliance with applicable laws and regulations.

Nothing contained within this AGREEMENT shall be construed or interpreted as requiring COMPANY to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq., as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

8.24 Certificate of Merit

The CLIENT shall make no claim for professional negligence, either directly or in a third party claim, against COMPANY unless the CLIENT has first provided COMPANY with a written certification executed by an independent design professional currently practicing in the same discipline as COMPANY and licensed in the State in which the claim arises. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a design professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to COMPANY not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any judicial proceeding.

8.25 Limitation of Liability

In recognition of the relative risks and benefits of the Project to both the CLIENT and the COMPANY, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants shall not exceed \$50,000.00, or the COMPANY'S total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

8.26 Municipal Advisor

The COMPANY is not a Municipal Advisor registered with the Security and Exchange Commission (SEC) as defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act. When the CLIENT is a municipal entity as defined by said Act, and the CLIENT requires project financing information for the services performed under this AGREEMENT, the CLIENT will provide the COMPANY with a letter detailing who their independent registered municipal advisor is and that the CLIENT will rely on the advice of such advisor. A sample letter can be provided to the CLIENT upon request.

This AGREEMENT is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the AGREEMENT. Services will not begin until COMPANY receives a signed agreement. COMPANY's services shall be limited to those expressly set forth in this AGREEMENT and COMPANY shall have no other obligations or responsibilities for the Project except as agreed to in writing. The effective date of the AGREEMENT shall be the last date entered below.



Sincerely,

HR GREEN, INC.

Joseph Frankl

Joseph P. Frankl, P.E.

Approved by:

Michael Roth

Printed/Typed Name: Michael Roth, P.E.

Title: Principal Date: 5/9/25

City of Marshalltown

Accepted by:

Printed/Typed Name:

Title:

Date:



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 27, 2025
Re: Resolution Setting Public Hearing for an Amendment to Chapter 156 Zoning - Self-Service Storage - Mini-Warehouse

Strategic Plan Objective:

Expand and improve development in the community.
Continually improve and sustain the City's infrastructure, organization, and services.

Recommended:

Staff recommends approval of the resolution setting the public hearing date and time to consider Ordinance 15103.

Budget Impact:

Cost of publication of notices.

Description/Background:

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

Item Description: The Shops at Marshalltown LLC have petitioned to have the zoning ordinance amended to allow for self-service storage – mini-warehouse by special use permit within the GC, General Commercial Zoning District. This request has been before the Planning and Zoning Commission, who have made a recommendation to the city council to approve the petitioned request.

Attachments:

1. Resolution Set PH Date And Time To Consider Ordinance 15103

**RESOLUTION SETTING PUBLIC HEARING FOR AN AMENDMENT TO CHAPTER
156 ZONING – SELF-SERVICE STORAGE – MINI-WAREHOUSE**

WHEREAS, the City of Marshalltown has an adopted Chapter 156 Zoning; and

WHEREAS, the city has received a petition to amend Chapter 156: Zoning pertaining to self-service storage – mini-warehouse within the GC, General Commercial Zoning District; and,

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, by the City Council of the City of Marshalltown, Iowa, that a public hearing on an ordinance amendment be set for June 9, 2025 at 5:30 p.m.

Passed this 27th day of May, 2025, and signed this _____ day of May, 2025.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. 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 27, 2025
Re: Resolution Setting a Public Hearing for an Official Zoning Map Amendment for 915, 917, and 919 S Center Street

Strategic Plan Objective:

Strategy 1: Expand and improve development in the community.

Recommended:

Staff recommends approval of the resolution setting the public hearing date and time to consider Ordinance 15101.

Budget Impact:

Cost of notice 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

Item Description: The city council has previously initiated an official zoning map amendment for 915, 917, and 919 S Center Street and referred the case to the Planning and Zoning Commission for review and recommendation. The Planning and Zoning Commission has reviewed this case and has made a recommendation to the city council to approve the proposed official zoning map amendment.

The City Council will need to hold a public hearing prior to final approval of the official zoning map amendment.

Attachments:

1. Resolution Set PH Date And Time To Consider Ordinance 15101

**RESOLUTION SETTING PUBLIC HEARING FOR AN OFFICIAL ZONING MAP
AMENDMENT FOR 915, 917, AND 919 S CENTER STREET**

WHEREAS, the City of Marshalltown has adopted an official zoning map for the city;
and

WHEREAS, the city council for the City of Marshalltown has initiated an official zoning map amendment for 915, 917, and 919 S Center Street and referred the case to the Planning and Zoning Commission for review and recommendation; and,

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

WHEREAS, the Planning and Zoning Commission for the City of Marshalltown has held a public hearing to consider the rezoning and has made a recommendation to the city council; and,

WHEREAS, the City Council desires to set a public hearing to consider this official zoning map amendment; and,

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Marshalltown, Iowa, that a public hearing on an official zoning map amendment for 915, 917, and 919 S Center Street be set for June 9, 2025 at 5:30 p.m.

Passed this 27th 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 27, 2025
Re: Resolution Setting a Public Hearing for an Official Zoning Map Amendment for 706 E Linn Street East to S 8th Avenue, 715 Noble Street, 710-716 Noble Street, and 713-715 E Main Street

Strategic Plan Objective:

Strategy 1: Expand and improve development in the community.

Recommended:

Staff recommends approval of the resolution setting the public hearing date and time to consider Ordinance 15102.

Budget Impact:

Cost of notice 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

Item Description: Marshalltown Company has petitioned to have the city approve an official zoning map amendment for property they own at 706 E Linn Street east to S 8th Avenue, 715 Noble Street, 710-716 Noble Street, and 713-715 E Main Street. The Planning and Zoning Commission has reviewed this case and has made a recommendation to the city council to approve the proposed official zoning map amendment.

The City Council will need to hold a public hearing prior to final approval of the official zoning map amendment.

Attachments:

1. Resolution Set PH Date And Time To Consider Ordinance 15102

**RESOLUTION SETTING PUBLIC HEARING FOR AN OFFICIAL ZONING MAP
AMENDMENT FOR 706 E LINN STREET EAST TO S 8TH AVENUE, 715 NOBLE
STREET, 710-716 NOBLE STREET, AND 713-715 E MAIN STREET**

WHEREAS, the City of Marshalltown has an adopted an official zoning map for the city;
and

WHEREAS, Marshalltown Company has petitioned to have the city approve an official
zoning map amendment for property they own at 706 E Linn Street east to S 8th Avenue, 715 Noble
Street, 710-716 Noble Street, and 713-715 E Main Street; and,

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

WHEREAS, the Planning and Zoning Commission for the City of Marshalltown has held
a public hearing to consider the official zoning map amendment and has made a recommendation
to the city council; and,

WHEREAS, the City Council desires to set a public hearing to consider this official zoning
map amendment; and,

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF
MARSHALLTOWN, IOWA:** by the City Council of the City of Marshalltown, Iowa, that a
public hearing on an official zoning map amendment for 706 E Linn Street east to S 8th Avenue,
715 Noble Street, 710-716 Noble Street, and 713-715 E Main Street be set for June 9, 2025 at 5:30
p.m.

Passed this 27th 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:
Meeting Date: May 27, 2025
Re: Resolution Setting a Public Hearing for an Amendment to Chapter 156,
Zoning - Residential Building Materials, Accessory Dwelling Units, and Board
of Adjustment Powers and Procedures

Strategic Plan Objective:

Strategy 3: Continually improve and sustain the City's infrastructure, organization, and services.

Recommended:

Staff recommends approval of the resolution setting the public hearing date and time to consider Ordinance 15104.

Budget Impact:

Cost of notice 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

Item Description: The city council has previously initiated an official zoning text amendment to consider amendments to the zoning code as impacted by legislation from the State of Iowa. The Planning and Zoning Commission has reviewed this case and has made a recommendation to the city council to approve the proposed official zoning text amendment.

The City Council will need to hold a public hearing prior to final approval of the official zoning text amendment.

Attachments:

1. Resolution Set PH Date And Time To Consider Ordinance 15104

RESOLUTION SETTING PUBLIC HEARING FOR AN AMENDMENT TO CHAPTER 156 ZONING – RESIDENTIAL BUILDING MATERIALS, ACCESSORY DWELLING UNITS, AND BOARD OF ADJUSTMENT POWERS AND PROCEDURES

WHEREAS, the City of Marshalltown has an adopted Chapter 156 Zoning; and

WHEREAS, the city council for the City of Marshalltown has initiated an amendment to Chapter 156 and referred the case to the Planning and Zoning Commission for review and recommendation; and,

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

WHEREAS, the Planning and Zoning Commission for the City of Marshalltown has held a public hearing to consider the zoning text amendment and has made a recommendation to the city council; and,

WHEREAS, the City Council desires to set a public hearing to consider this zoning text amendment; and,

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA: by the City Council of the City of Marshalltown, Iowa, that a public hearing to consider an official zoning text amendment be set for June 9, 2025 at 5:30 p.m.

Passed this 27th 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: Diana Steiner, Finance Director
Meeting Date: May 27, 2025
Re: Resolution Authorizing an Agreement with Eide Bailly LLP to Extend Audit Services for the City of Marshalltown for the Fiscal Year Ending June 30, 2025

Strategic Plan Objective:

N/A

Recommended:

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

Budget Impact:

Already budgeted. Unknown what the cost would be if put out for bid.

Description/Background:

Since the City applies and receives federal funds, the City is required to have an audit. The Council has been understanding with all the unusual conditions we have had over the last 9 years due to implementation of new accounting software and FEMA transactions related to the tornado, Covid and derecho. With all the extra workload put on staff for these incidents and the extra documentation needed for FEMA and the reporting of such for the auditors, it was easier to keep the same auditors as they are familiar with our software and we are familiar with their auditing requests.

Then we had a high turnover in Finance staff, the City Administrator, and the Housing Director which caused a delay in the FY23 and FY24 audit being completed by our normal December deadline. Now it is time to start gathering information for the FY25 audit, so it is rather late to put this out for bid and stay on a timeline to issue the FY25 Annual Comprehensive Financial Report by December 31, 2025.

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

Our contract for auditing the fiscal year ending June 30, 2024 was \$68,000. This includes up to

2 major federal programs. Each additional program, if applicable, would be \$5,000.

For the FY25 audit, Eide Bailly quoted us \$73,000 for the audit and REAC procedures (HUD Section 8 requirement). This includes up to 2 major federal programs. Each additional program, if applicable, would be \$6,500. Due to the market they are having to pay their staff more and our audit has been taking more hours to complete as we receive more grants and there are more upcoming GASB reporting requirements.

Attachments:

1. 2025-05-27_2025-109_Resolution Authorizing Eide Bailly Agreement to Extend Audit FY25

**RESOLUTION AUTHORIZING AN AGREEMENT WITH EIDE BAILLY LLP TO
EXTEND AUDIT SERVICES FOR THE CITY OF MARSHALLTOWN FOR THE
FISCAL YEAR ENDING JUNE 30, 2025**

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

WHEREAS, the Council has extended Eide Bailly's auditing services for Fiscal Years 2016 to 2024 due to the implementation of new accounting software, extra work involved with tornado, Covid and derecho FEMA projects, and high staff turnover; and

WHEREAS, the Finance staff have been delayed in completing the FY24 annual comprehensive financial report due to getting behind in prior years and it is now time to start the gathering of audit information for FY25; and

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

WHEREAS, staff are requesting a 1-year extension of Eide Bailly's contract to audit Fiscal Year 2025; and

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

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

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

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

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

Passed this 27th day of May 2025, and signed this ____ day of May 2025.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, CMC, City Clerk



May 21, 2025

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

Dear Ms. Steiner:

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

Year ending June 30, 2025	\$	73,000
---------------------------	----	--------

These fees include the audit of up to two major federal programs. The fees for each additional major federal program, if applicable, would be \$6,500.

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

The fees above include a 5% technology fee, which may be separately presented on invoices.

Sincerely,

EIDE BAILLY LLP

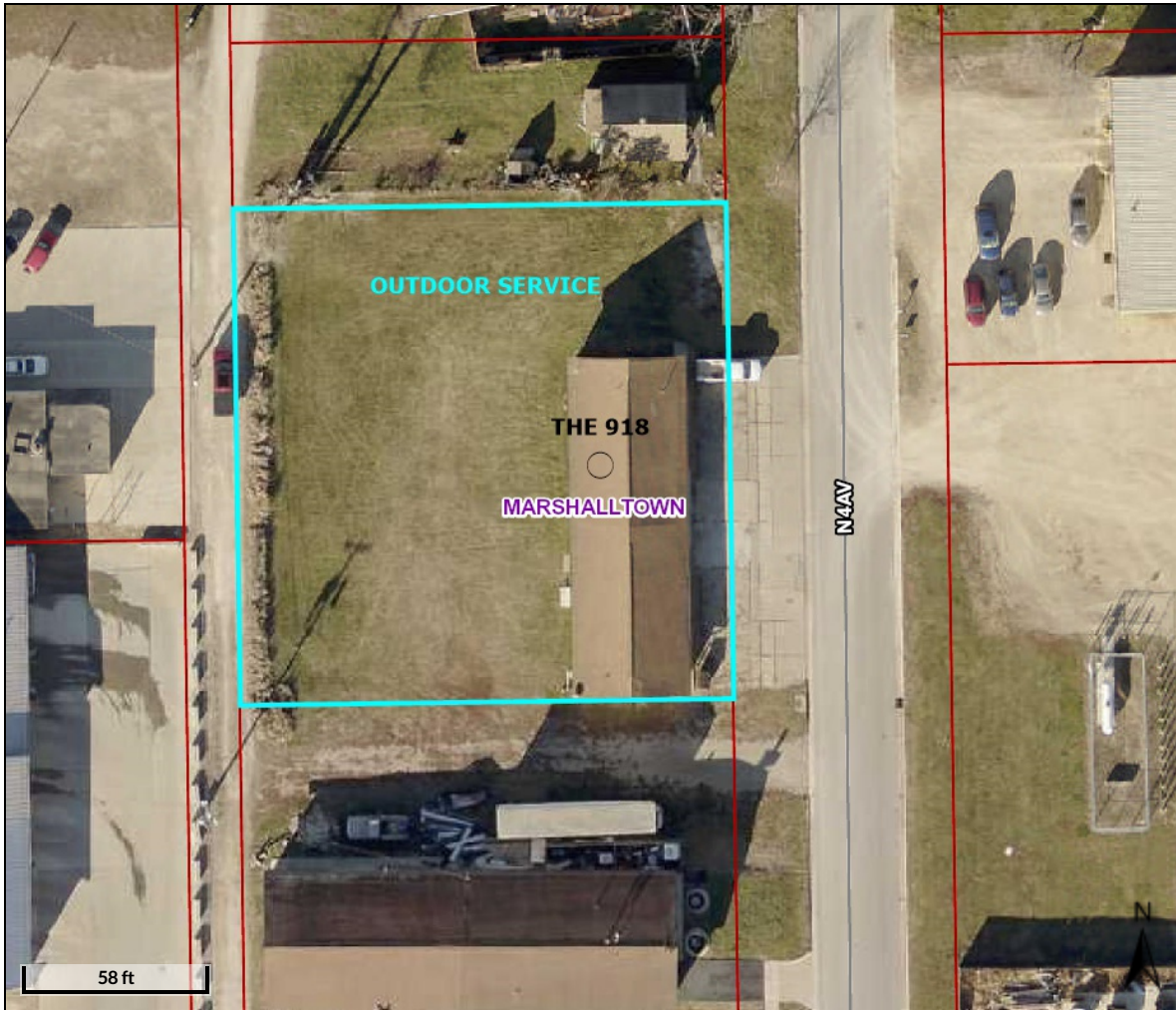
Brian Unsen, CPA
Partner

ACCEPTED BY THE CITY OF MARSHALLTOWN, IOWA

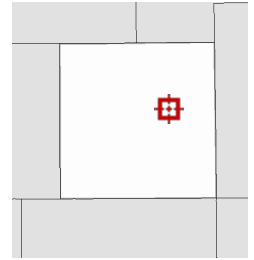
(Signature)

(Date)

(Title)



Overview



Legend

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

Parcel ID	8418-26-227-030	Alternate ID	n/a	Owner Address	JACOBSON, ROBERT C	Last 2 Sales Date	10/4/2018	Price	\$50000	Reason	Normal	Q
Sec/Twp/Rng	--	Class	COMMERCIAL		703 MARION ST		8/20/2018		0		Foreclosures,forfeitures,Sheriff U	Q
Property Address	918 N 4TH AVE MARSHALLTOWN	Acreage	n/a		MARSHALLTOWN, IA 50158						and Tax Sales or transfers arising from default	U
District	640228-Mtown City/Mtown/Mtown											
Brief	LOTS 43-45											
Tax Description	(Note: Not to be used on legal documents)											

Date created: 5/18/2022

Last Data Uploaded: 5/18/2022 7:16:10 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: Clayton Ender, Assistant Director, Housing & Community Development
Meeting Date: May 27, 2025
Re: Resolution Approving a Comprehensive Plan Amendment for 706 E Linn St
East to S 8th Avenue, 715 Noble St, 710-716 Noble St, and 713-715 E Main St

Strategic Plan Objective:

☒ Strategy 1: Expand and improve development in the community.

Recommended:

The Planning and Zoning Commission recommends approval of a comprehensive plan future land use map amendment for approximately 2.06 acres to the land use classification of light industrial.

Budget Impact:

No cost

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 / Marshalltown Company
Property Owner: POB 738
Marshalltown IA 50158

Recommendation: The Planning and Zoning Commission recommends approval of a comprehensive plan future land use map amendment for approximately 2.06 acres to the land use classification of light industrial.

Current Comprehensive Plan Future Land Use Designation:

Current Zoning Commercial

Use Designation, "General commercial and businesses such as restaurants, retail, office, hotels, banks, etc."

District & Current**Usage:**Heavy Industrial

“Industrial related businesses including manufacturing, warehousing, automotive, trucking, rail, office and other related industrial uses.”

Low Density Residential

“Single-family detached and two-family residential development at a density of 4-6 units per acre.”

Current: Zoning:

RM, Medium Density Residential Zoning District

Current Usage:

Off-street parking facilities, single-unit dwellings, and vacant residential parcels

**Proposed
Comprehensive
Plan Future Land
Use Designation,
Proposed Zoning
District &
Proposed Usage:****Proposed Future Land Use Designation:**Light Industrial

“Industrial businesses that are cleaner and less intense, with more office and showroom, clean manufacturing or processing, less trucking, warehousing or heavy manufacturing.”

Proposed Zoning:

GI, General Industrial Zoning District With Conditions

Proposed Usage:

Off-street parking 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 request complies with the applicable standards of this Zoning Ordinance, the City Code of Ordinances, and any applicable county, state, or federal requirements.**

The proposed rezoning complies with applicable local, state, and federal laws or administrative rules.

- 2. The request substantially conforms to any associated prior approval for the development, including, but not limited to, a special use permit, Master Development Plan, or Site Plan.**

The proposed rezoning does not conflict with past approvals for the subject properties.

- 3. The administrative body has considered the recommendation of staff.**

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

- 4. 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 request includes an amendment to the comprehensive plan's future land use map. Because the proposed usage of the site is off-street parking facilities to support light industrial land usage the proposal includes amending the future land use map of the subject properties to the land use category of light industrial.

Provided the city also adopts the comprehensive plan amendment the rezoning will be in compliance with the comprehensive plan.

- 5. 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.”

- 6. 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.

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

Proposed parking facility construction and expansion will be required to comply with applicable design standards of the zoning code. Furthermore, the proposed conditions on the rezoning to prohibit certain land uses will support compatibility with existing adjacent residential land uses.

- 8. 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 are of sufficient size and dimension to allow for construction of the proposed improvements along with applicable buffering standards.

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

The Marshalltown Company main campus is within an established neighborhood with limited vacant land for expansion. The company is in the process of several facility expansions which will utilize existing vacant land. Due to the limited vacant land being used for facility expansion the property owner has had to look towards acquisition of parcels in the vicinity to accommodate off-street parking

requirements. This will require rezoning to be compliant with the zoning ordinance.

10. 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.

11. 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 #4 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, Marshalltown Company. This expansion will increase the local tax base and support local employment opportunities.

12. 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 compatibility of permitted land uses within the rezoned area with those of the existing adjacent residential uses and residential zoned areas.

The complete list of prohibited uses is included within the draft ordinance. The property owners have agreed to these conditions in writing prior to close of a

public hearing at city council.

13. 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 off-street parking facilities. Initial staff review indicates that the subject properties are suitable for the intended development.

14. 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.

Generally, to the west of the proposed rezoning area, the surrounding area is composed of an established residential neighborhood. East of S 8th Avenue is presently used for industrial development, mainly Marshalltown Company's main campus.

15. 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 advertising the rezoning.

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. Resolution Comp Plan Amendment Marshalltown Company
2. AERIAL VICINITY MAP
3. Future Land Use Map Amendment

RESOLUTION APPROVING A COMPREHENSIVE PLAN AMENDMENT FOR 706 E LINN STREET EAST TO S 8TH AVENUE, 715 NOBLE STREET, 710-716 NOBLE STREET, AND 713-715 E MAIN STREET

WHEREAS, the City of Marshalltown Comprehensive Plan's future land use map identifies the future land use for 706 E Linn St east to S 8th Avenue, 715 Noble St, 710-716 Noble St, and 713-715 E Main St as Low Density Residential; and

WHEREAS, Marshalltown Company has petitioned to amend the comprehensive plan for 706 E Linn St east to S 8th Avenue, 715 Noble St, 710-716 Noble St, and 713-715 E Main St to a future land use category of light industrial for the purpose of allowing for a rezoning consistent with the city's comprehensive plan; and

WHEREAS, the City Council for the City of Marshalltown finds it is in the best interest of the city to amend the comprehensive plan's future land use map to allow for a rezoning which would be consistent with the city's adopted comprehensive plan; and,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, by the City Council of the City of Marshalltown, Iowa, that a comprehensive plan amendment for 706 E Linn St east to S 8th Avenue, 715 Noble St, 710-716 Noble St, and 713-715 E Main St is approved. The amended future land use classification shall be that of light industrial.

Passed this 27th day of May, 2025, and signed this _____ day of May, 2025.

CITY OF MARSHALLTOWN, IOWA

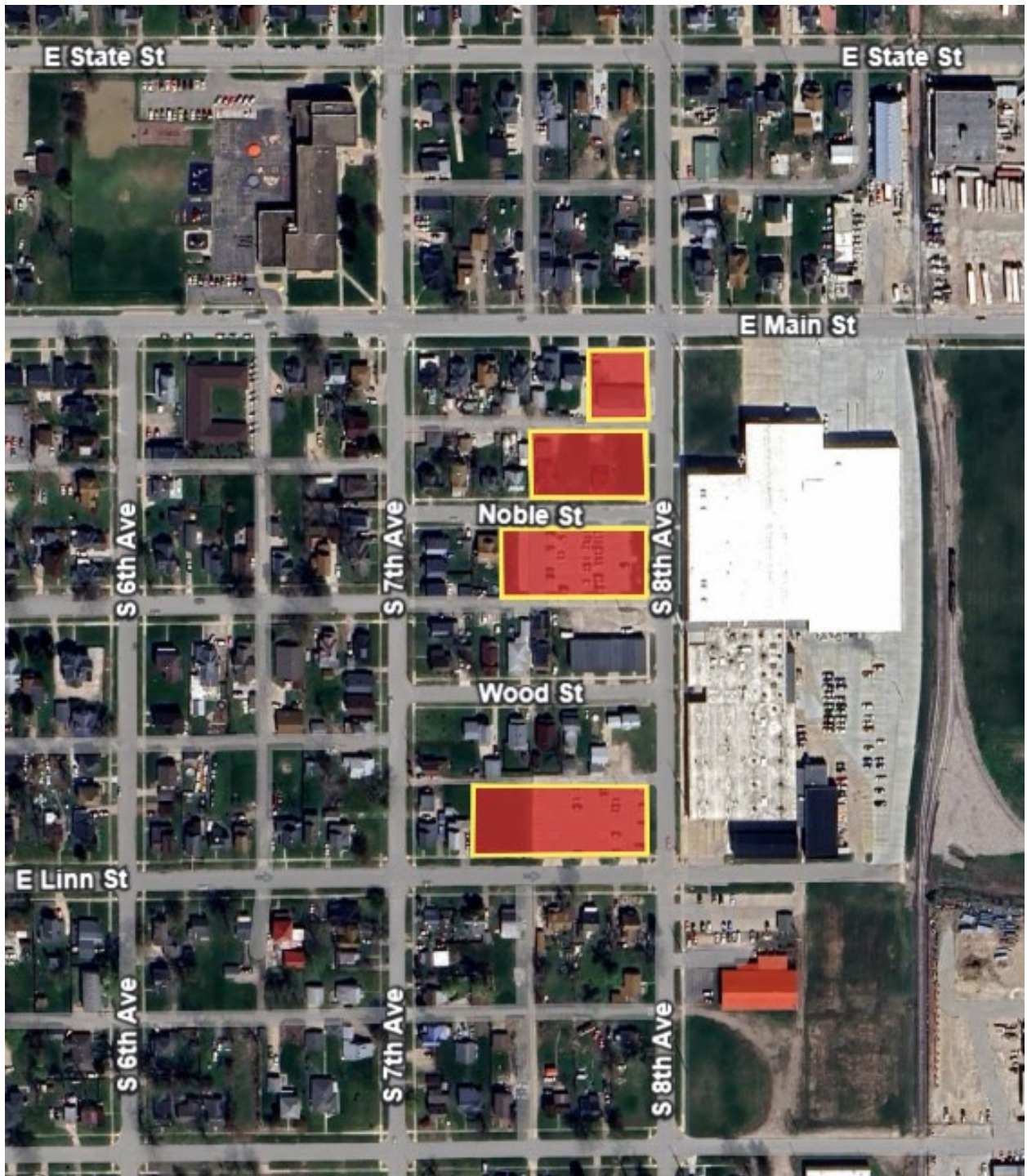
Joel T.S. Greer, Mayor

ATTEST:

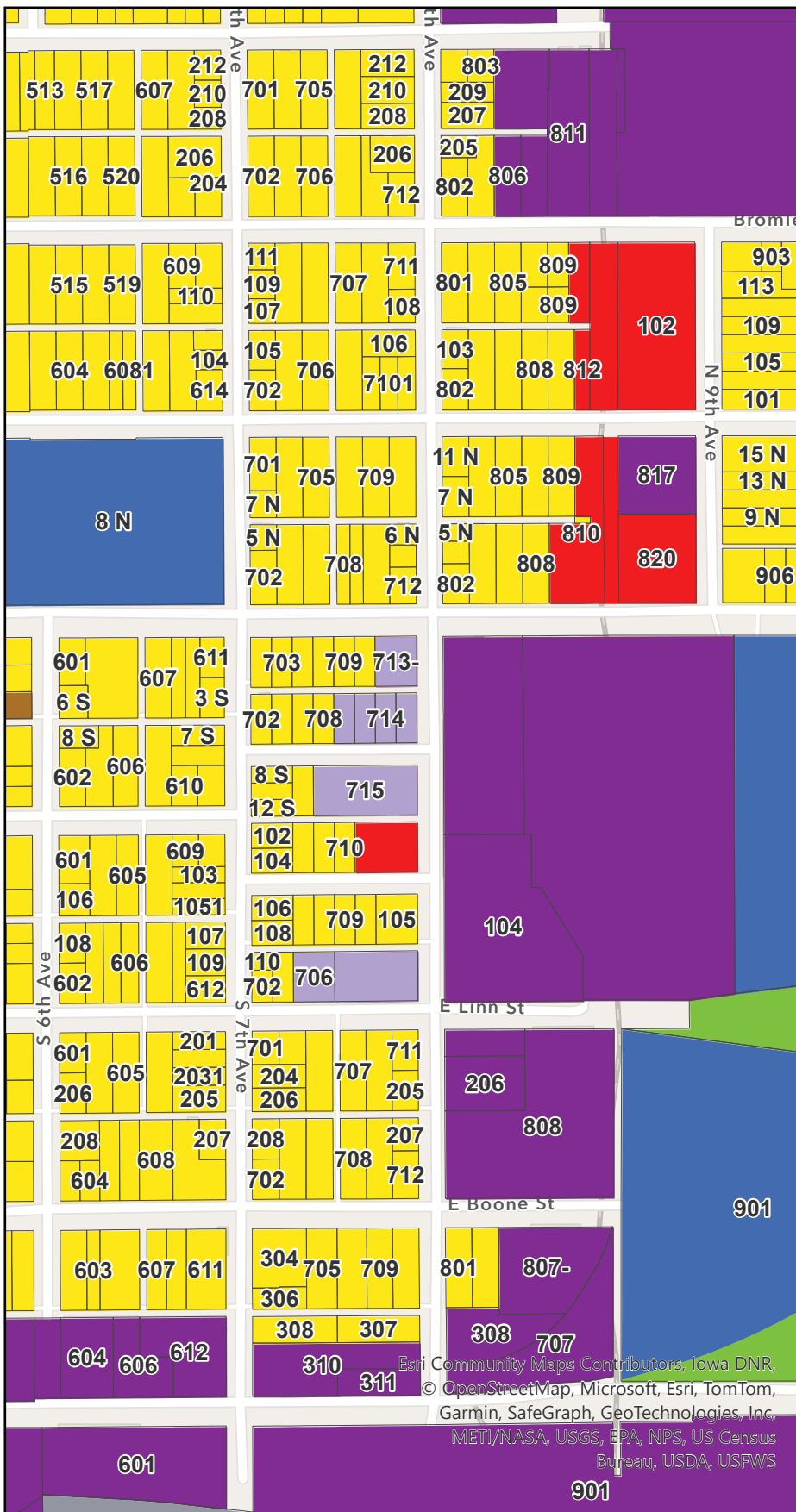
Alicia Hunter, CMC, City Clerk

AERIAL VICINITY MAP

ORDINANCE 150102

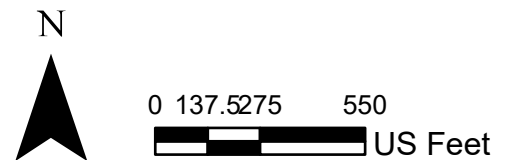


Marshalltown Future Land Use



Legend

- Main Street Historic District
- Parcels
- Future Land Use**
- Rural Residential
- Low Density Residential
- Medium Density Residential
- High Density Residential
- Mobile Home Park
- Medical
- Commercial
- Downtown Mixed Use
- Mixed Use
- Business Park
- Light Industrial
- Heavy Industrial
- Public/Semi-Public
- Cemetery
- Park/Open Space
- Golf Course
- Railroad



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Bureau, USDA, USFWS





**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 27, 2025
Re: Resolution Approving a Comprehensive Plan Amendment for 915, 917, and 919 S Center Street

Strategic Plan Objective:

Strategy 1: Expand and improve development in the community.

Recommended:

The Planning and Zoning Commission recommends approval of a comprehensive plan future land use map amendment for approximately 0.73 acres to the land use classification of mixed use.

Budget Impact:

No cost

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 / City of Marshalltown
Property Owners: 24 N Center St
Marshalltown IA 50158

Michelle L Lawthers & Dean E Lawthers
614 Fremont St
Marshalltown IA 50158

Recommendation: The Planning and Zoning Commission recommends approval of a comprehensive plan future land use map amendment for approximately 0.73 acres to the land use classification of mixed use.

Current Current Future Land Use Designation:

Comprehensive

Plan Future Land

Use Designation,

Current Zoning

District & Current

Usage:

Low Density Residential

“Single-family detached and two-family residential development at a density of 4-6 units per acre.”

Current: Zoning:

RM, Medium Density Residential Zoning District

Current Usage:

Single-unit dwellings

Proposed

Comprehensive

Plan Future Land

Use Designation,

Proposed Zoning

District &

Proposed Usage:

Proposed Future Land Use Designation:

Mixed-Use

“Mixed office, retail and residential uses in neighborhood centers.”

Proposed Zoning:

MU, Mixed Use Zoning District

Proposed Usage:

Determination of intended usage in process. City has issued an RFP for proposals on the two city owned parcels. 917 S Center Street will remain single-unit dwelling at this time.

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 request complies with the applicable standards of this Zoning Ordinance, the City Code of Ordinances, and any applicable county, state, or federal requirements.**

The proposed comprehensive plan amendment and rezoning are compliant with all applicable local, state, and federal laws or administrative rules.

2. **The request substantially conforms to any associated prior approval for the development, including, but not limited to, a special use permit,**

Master Development Plan, or Site Plan.

The proposal does not conflict with any past approvals.

3. 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.

4. 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 includes the following policy relating to mixed use development:

“Land Use Goal 2, Policy 3: Consider mixed use alternatives in redevelopment of commercial sites to create a higher level of activity, community gathering spaces and appropriate residential land uses.”

The comprehensive plan also includes Anson Street between S 2nd Street and S 3rd Ave as a focus area. While the subject properties are not within the specific focus area they are immediately adjacent to this focus area. The parcels immediately to the north were identified as future mixed-use development. Therefore, the proposed rezoning would be consistent with adjacent planned future land uses.

5. 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.

The proposed amendments promotes the following purposes of the zoning ordinance:

§ 156.A.002(D)(1) “Encouraging the most appropriate, efficient, and compatible use of land, buildings, and other structures throughout the city”

§ 156.A.002(D)(5) “Protecting property against blight and depreciation by facilitating reinvestment, redevelopment, and infill development”

§ 156.A.002(E)(1) “Promote contextually compatible redevelopment and infill development of vacant or underutilized properties”

§ 156.A.002(E)(2) “Enable and encourage efficient development patterns, including by-right mixed-use development”

6. 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.

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

Mixed use zoning would be compatible with adjacent residential zoning and adjacent commercial zoning. Depending upon the specific intended usage buffering may be required, but the parcels are sufficiently sized to accommodate buffering if needed.

8. 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, independently or combined, have sufficient area and dimensions to support redevelopment.

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

The general vicinity of the area is an established neighborhood with limited vacant land for development. New development within this area will likely need to be redevelopment of existing developed parcels either through alteration of existing structures or demolition and new construction.

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

The two existing city parcels are in poor condition and in need of either significant reinvestment to return the houses to habitable status or alternatively demolished and redeveloped. The city has had interest in the city parcels for the purpose of commercial redevelopment and have solicited RFPs for these parcels. Additional information on intended usage of the city owned parcels should be available at the scheduled P&Z meeting.

11. 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.

This proposal includes an amendment to the comprehensive plan's future land use map. The change would be to switch the subject parcels from a current future land use designation of low density residential to that of mixed use.

See review criteria #4 for additional commentary.

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

The proposed zoning district would allow for a combination of residential and commercial land uses. Both use categories would be consistent with adjacent residential and commercial land uses.

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

The subject properties are located along an arterial roadway in which a transition to mixed-use development is suitable.

14. 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.

To the west, south, and east is existing residential uses, predominately single-unit dwellings. Zoning is RM, Medium Density Residential Zoning District.

To the north is commercial properties within the GC, general Commercial Zoning District.

15. 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 advertising the rezoning. 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. Resolution Comp Plan Amendment 915, 917, and 919 S Center St
2. Aerial Vicinity Map
3. 915, 917, 919 S Center St Future Land Use

**RESOLUTION APPROVING A COMPREHENSIVE PLAN AMENDMENT FOR 915,
917, AND 919 SOUTH CENTER STREET**

WHEREAS, the City of Marshalltown Comprehensive Plan's future land use map identifies the future land use for 915, 917, and 919 S Center Street as Low Density Residential; and

WHEREAS, the City Council for the City of Marshalltown has initiated an amendment to the comprehensive plan to change the future land use category for 915, 917, and 919 S Center Street to the future land use category of mixed-use for the purpose of allowing for a rezoning consistent with the city's comprehensive plan; and

WHEREAS, the City Council for the City of Marshalltown finds it is in the best interest of the city to amend the comprehensive plan's future land use map to allow for a rezoning which would be consistent with the city's adopted comprehensive plan; and,

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA: by the City Council of the City of Marshalltown, Iowa, that a comprehensive plan amendment for 915, 917, and 919 S Center Street is approved. The amended future land use classification shall be that of mixed-use.

Passed this 27th day of May 2025, and signed this _____ day of May 2025.

CITY OF MARSHALLTOWN, IOWA

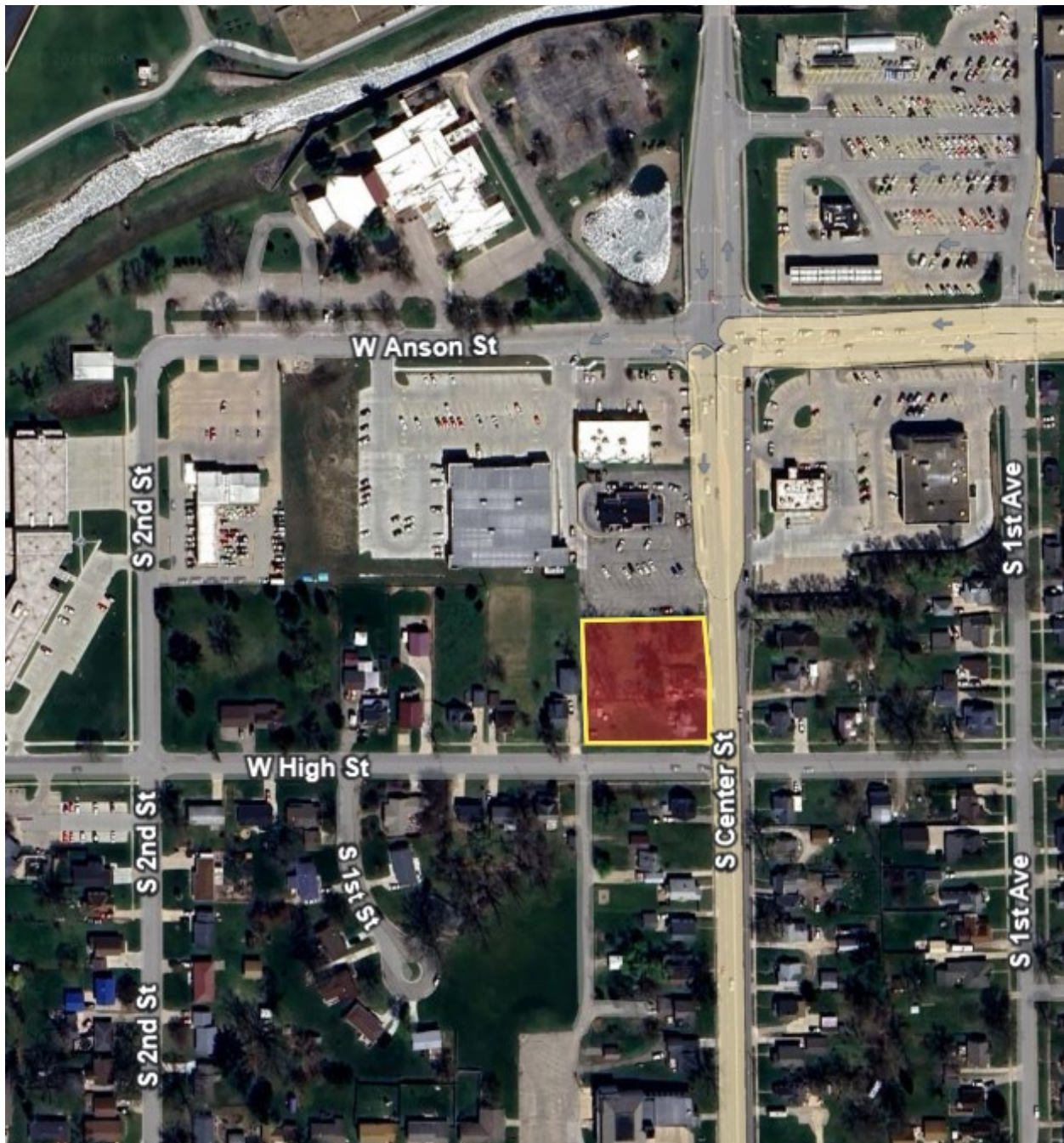
Joel Greer, Mayor

ATTEST:

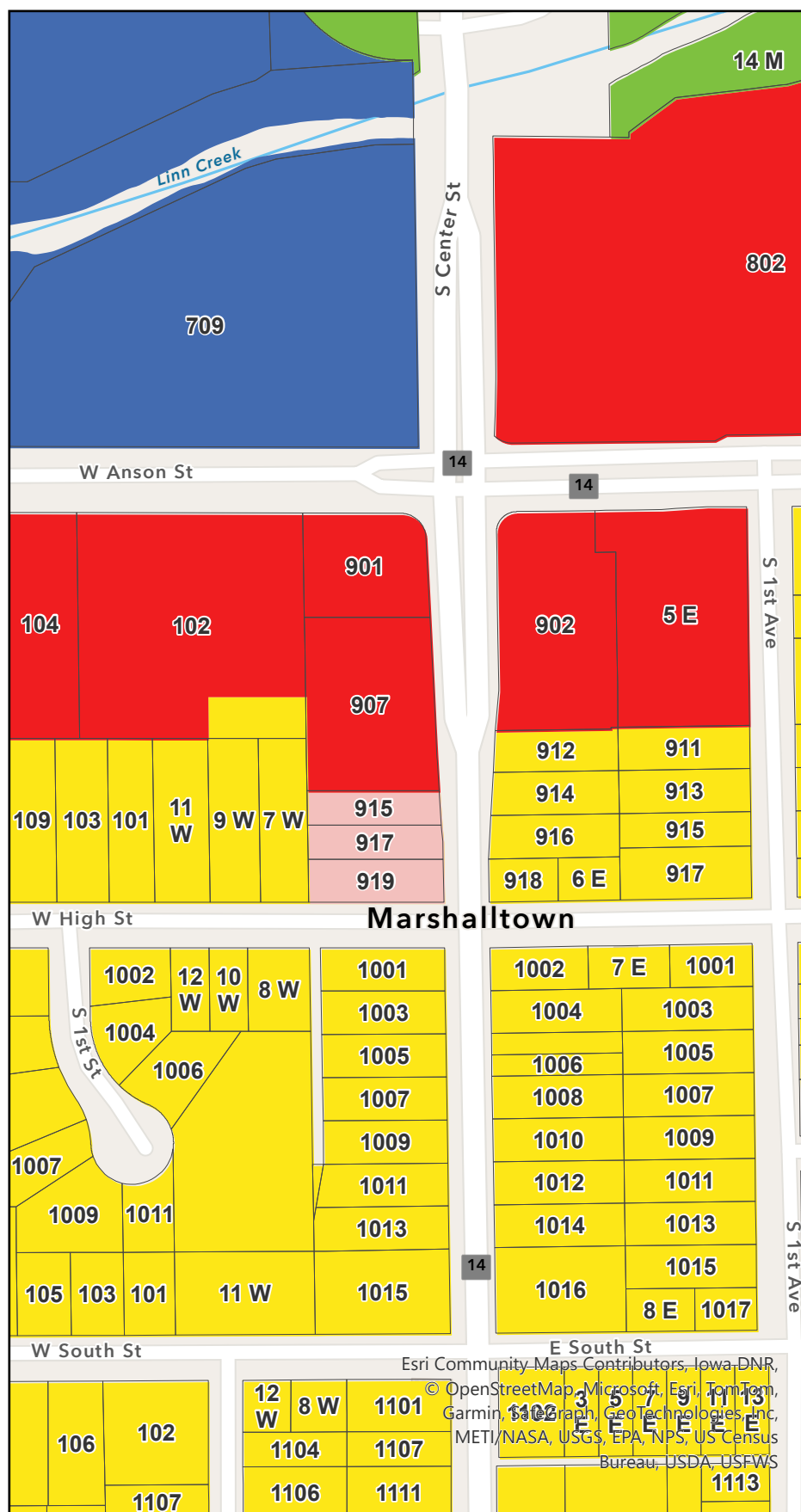
Alicia Hunter, CMC, City Clerk

Aerial Vicinity Map

915, 917, 919 S Center St Rezoning



Marshalltown Future Land Use



Legend

-  City Limits
-  Main Street Historic District
-  Parcels

Future Land Use

-  Rural Residential
-  Low Density Residential
-  Medium Density Residential
-  High Density Residential
-  Mobile Home Park
-  Medical
-  Commercial
-  Downtown Mixed Use
-  Mixed Use
-  Business Park
-  Light Industrial
-  Heavy Industrial
-  Public/Semi-Public
-  Cemetery
-  Park/Open Space
-  Golf Course
-  Railroad



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US Feet



**MARSHALLTOWN
MORE THAN EVER**

**RESOLUTION APPROVING THE APPOINTMENT OF KELSIE STAFFORD AS THE
PARK & RECREATION DIRECTOR FOR THE CITY OF MARSHALLTOWN**

WHEREAS, the City Administrator of the City of Marshalltown has nominated Kelsie Stafford to serve as the Park & Recreation Director.

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

Section 1. The appointment of Kelsie Stafford as the Park & Recreation Director for the City of Marshalltown, Iowa, is hereby confirmed and ratified.

Section 2. This appointment is conditioned upon passing the required physical examination, background checks, and agreeing to the terms of employment.

Passed this 27th 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 27, 2025
Re: 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 - 3rd Reading

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

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

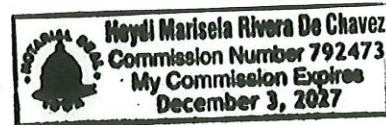
Brad Carl - Corporate Engineer

PRINT NAME AND TITLE

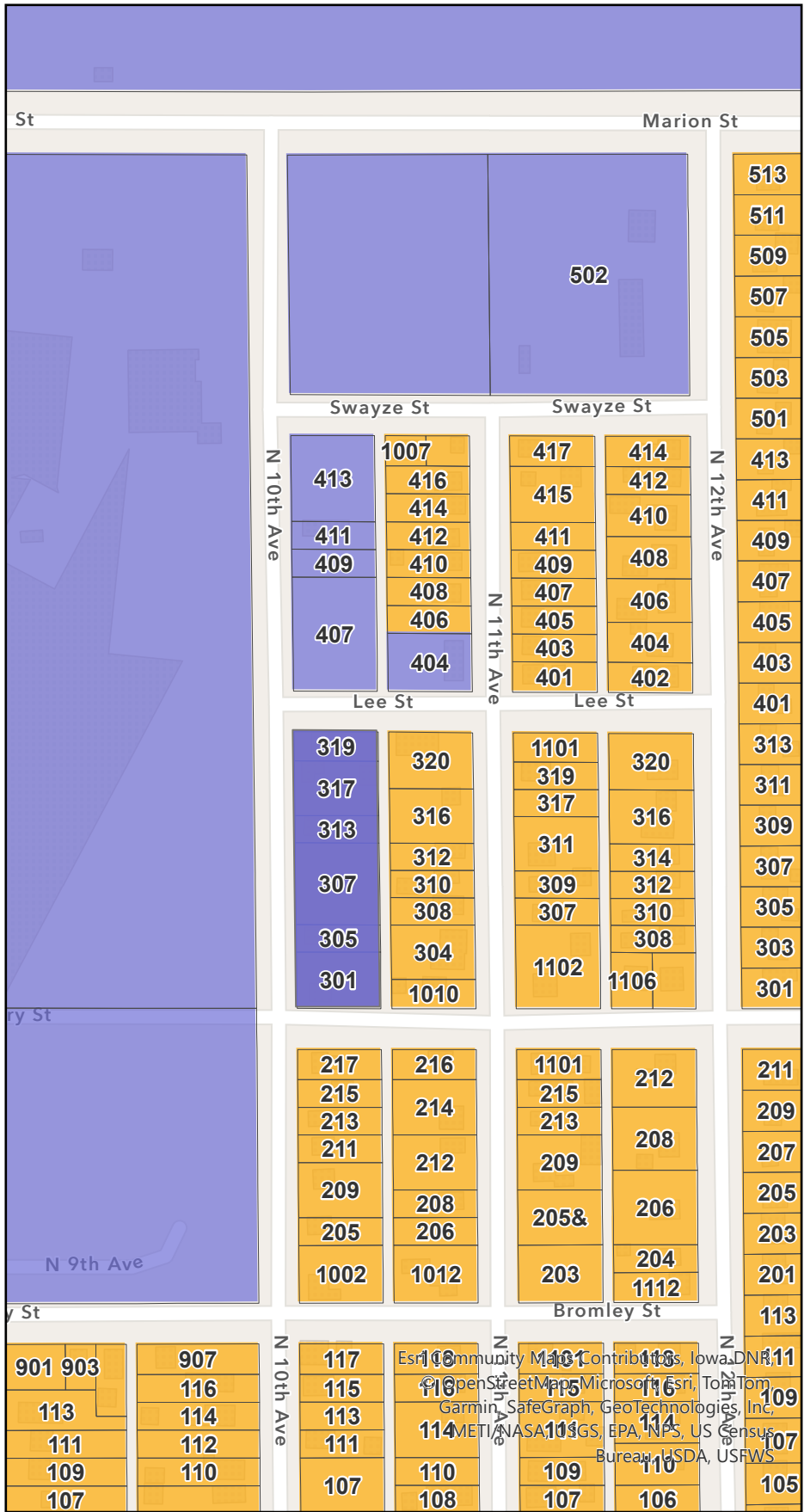
On this 10 day of April, 2025 before me, the undersigned, a notary in public in and for the State of Iowa, personally appeared Brad Carl, to me known to be the identical person(s) named in the foregoing instrument and who executed the same as his/her/their/ voluntary act and deed.

[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)



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US Feet



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

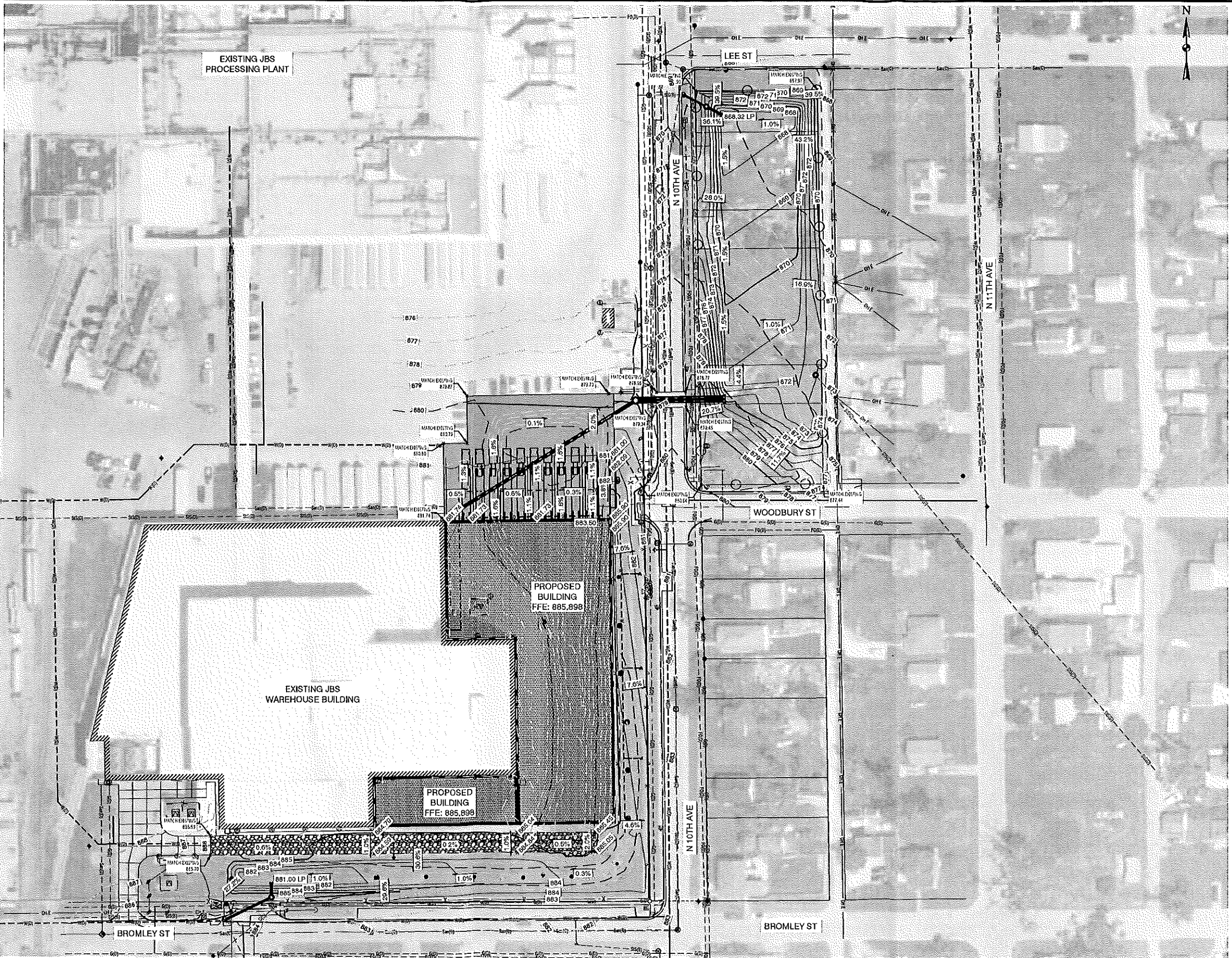
1. SLOPES SHALL NOT BE GREATER THAN 3:1, UNLESS OTHERWISE NOTED
2. GRADE TO DRAIN AWAY FROM ALL BUILDINGS.
3. SIDEWALK CROSS SLOPES SHALL NOT EXCEED 2%. CONTRACTOR SHALL TARGET 1.5% CROSS SLOPE.
4. STRIP TOPSOIL TO A DEPTH OF 8" & STOCKPILE AS PER PLAN. RESPREAD TOPSOIL AT LEAST 8" DEEP AS PER SPECIFICATIONS.

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



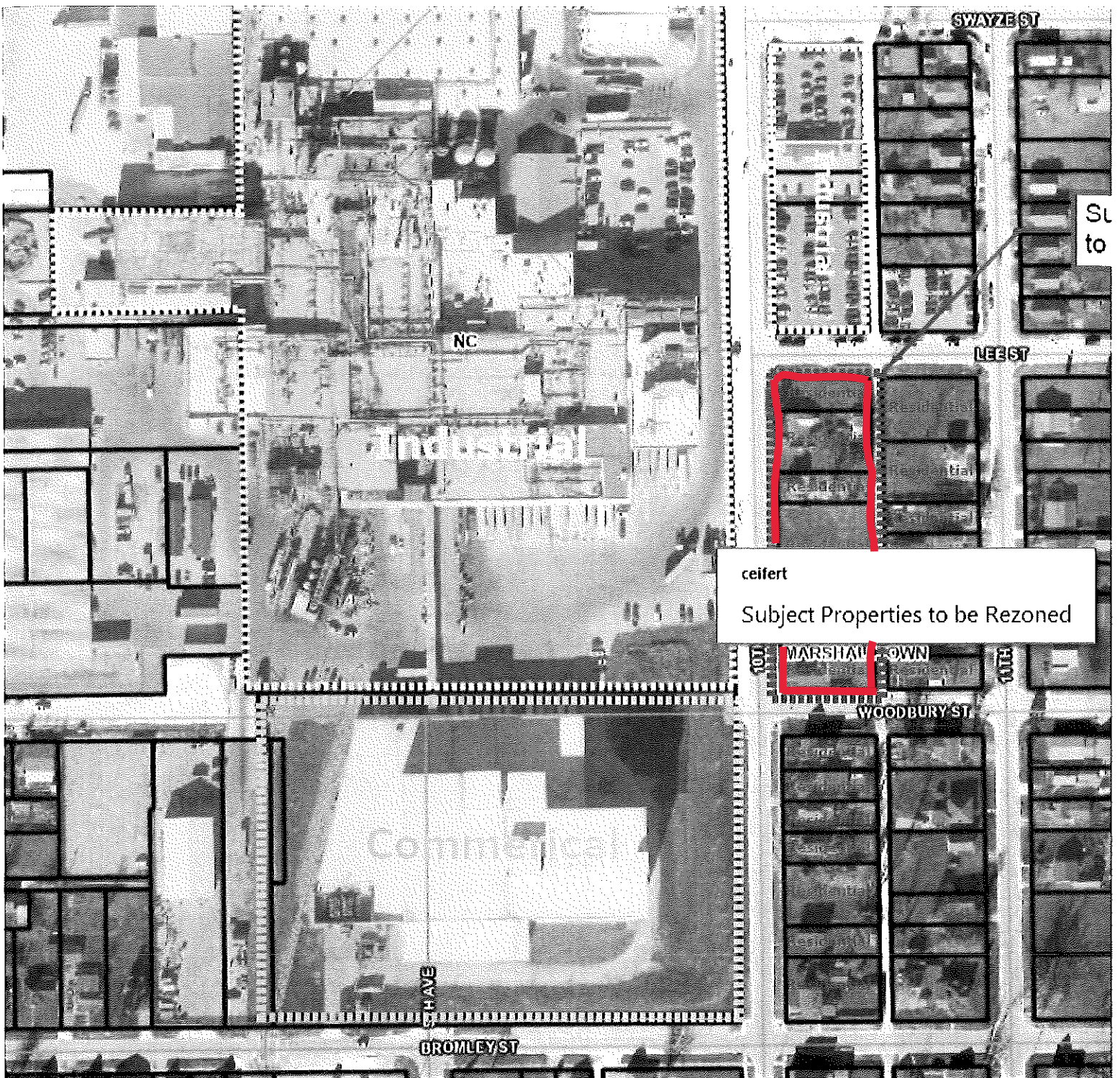
Chapman & Garber Associates, Inc.
16 East Main Street
Marshalltown, Iowa 50158
Ph 641-752-8701
www.cgaconsultants.com

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 2/20/25
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 PL, _____ 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.

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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

[Signature] 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 _____

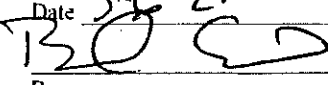
with the following terms and conditions in Section "C" below:

- 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

 Buyer

 Buyer

Date 3-6-26
RAMONA GONZALEZ G
 Seller

 Seller

9'08

comsimplcity



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

Buyer

Date 3-6-26

Seller

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 known 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 possession 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 EHK, _____ 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.

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 REALTOR[®] 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.

Form
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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 FRZ, _____ 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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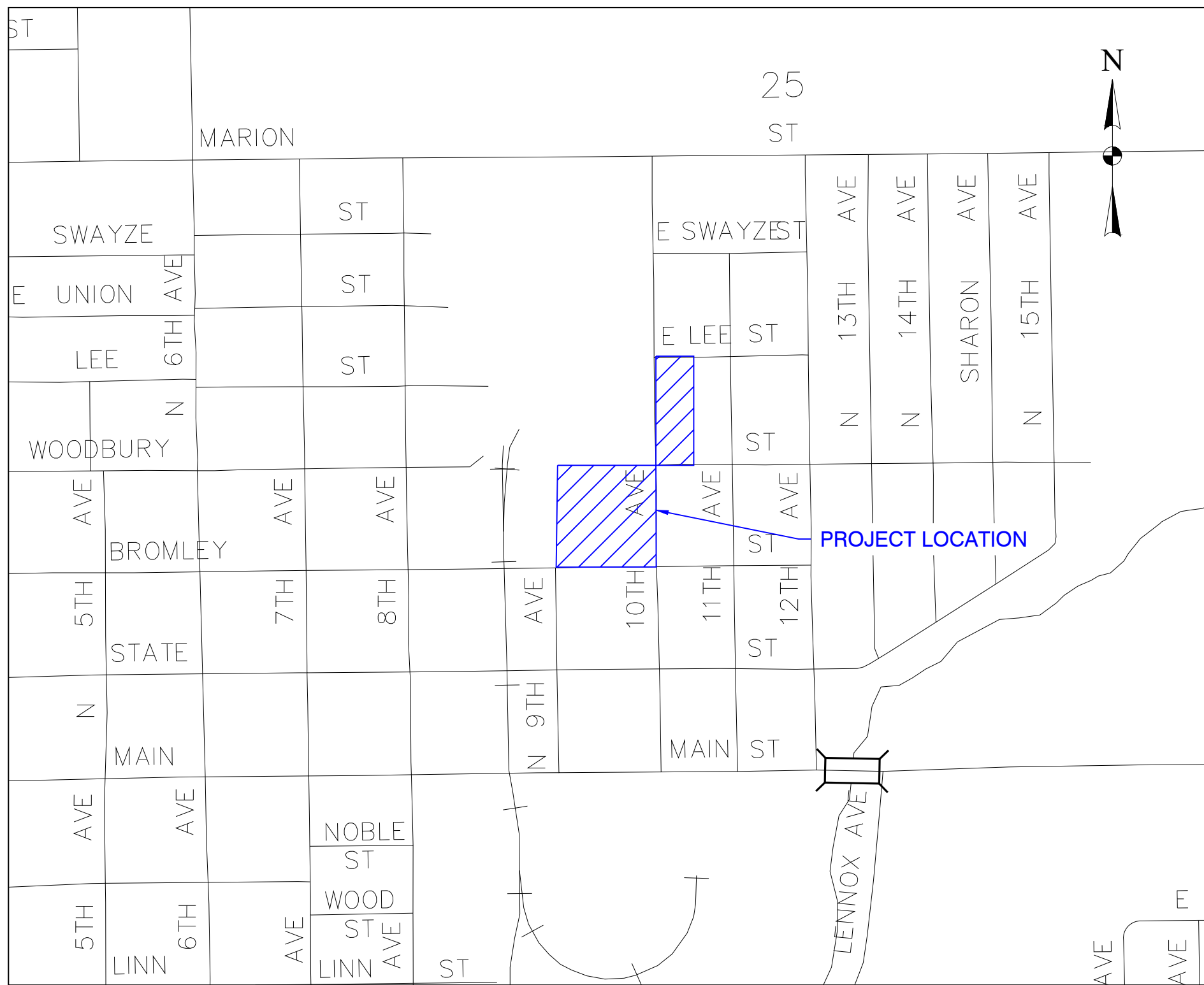
Aerial Vicinity Map
301-319 N 10th Avenue Rezoning



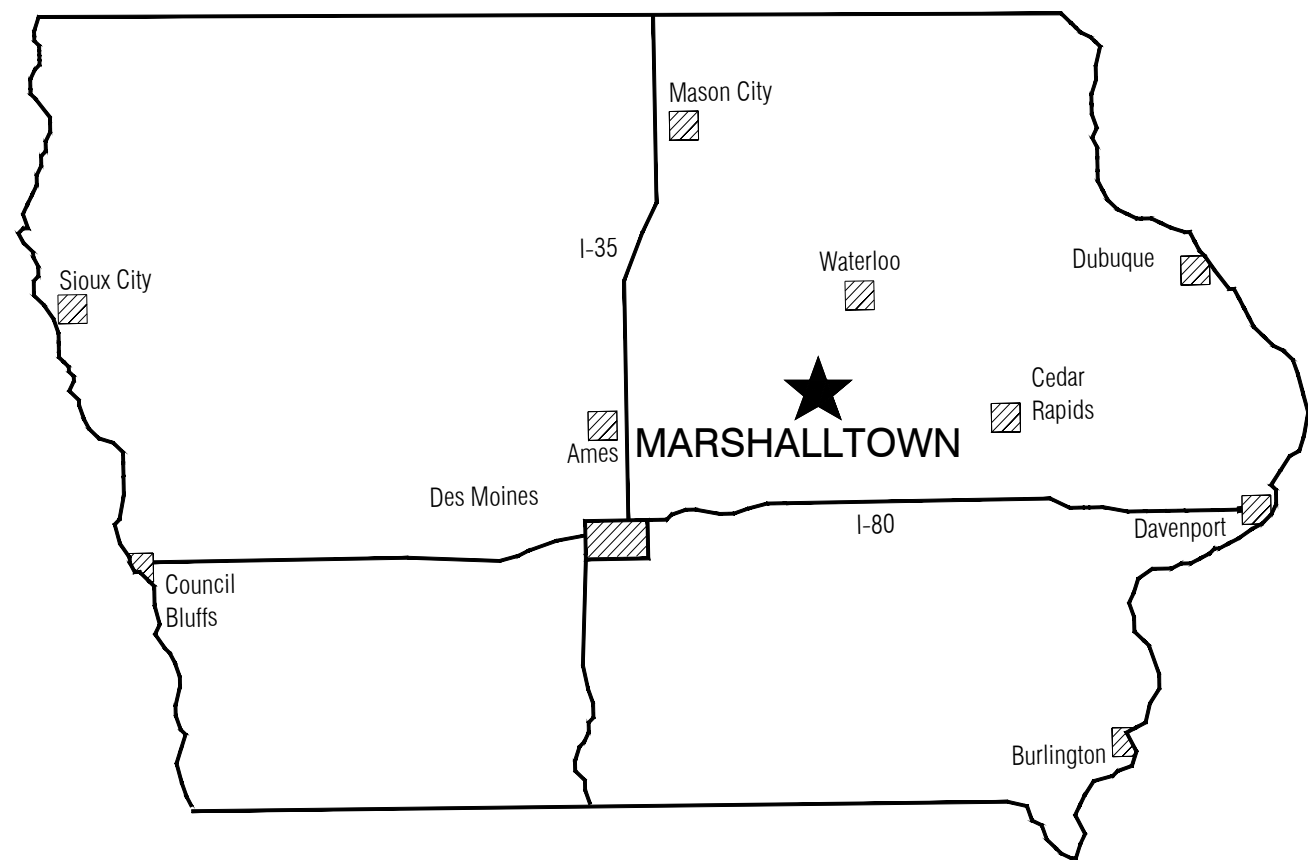
JBS DISTRIBUTION EXPANSION MARSHALLTOWN, IOWA 2025

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



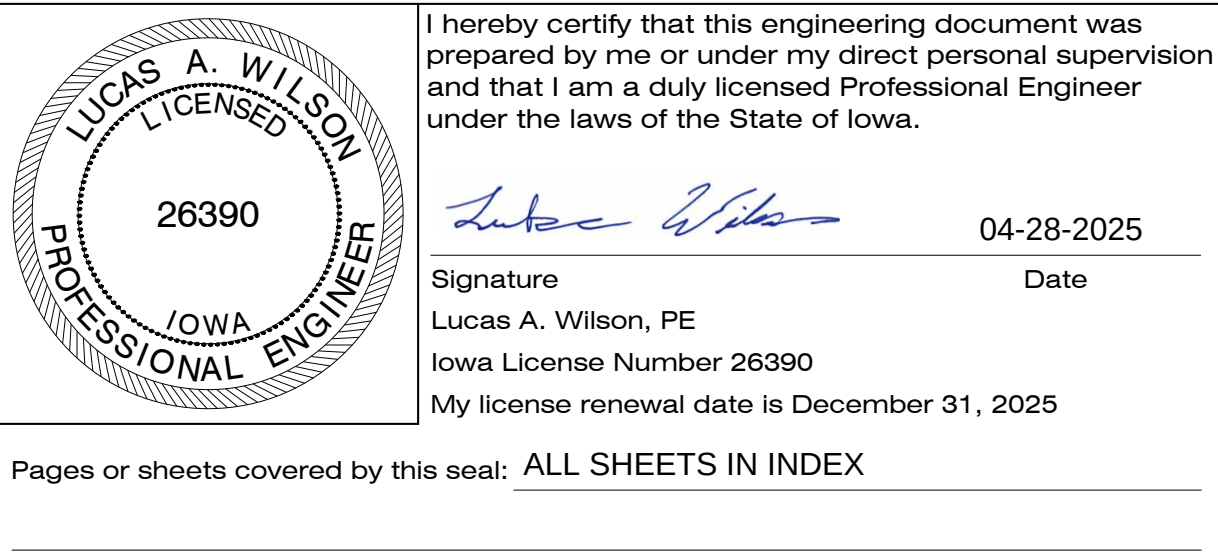
LOCATION MAP

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	

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



\\325-05-0026\wgj\3_Sheets\25-DS-0026 Title Sheet.dwg - C:102 - 04-24-25 - 8:51am - KMM332



LEGEND

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

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

JBS DISTRIBUTION EXPANSION
MARSHALLTOWN, IOWA

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



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

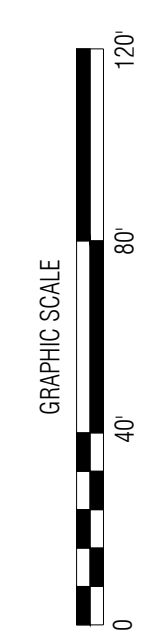
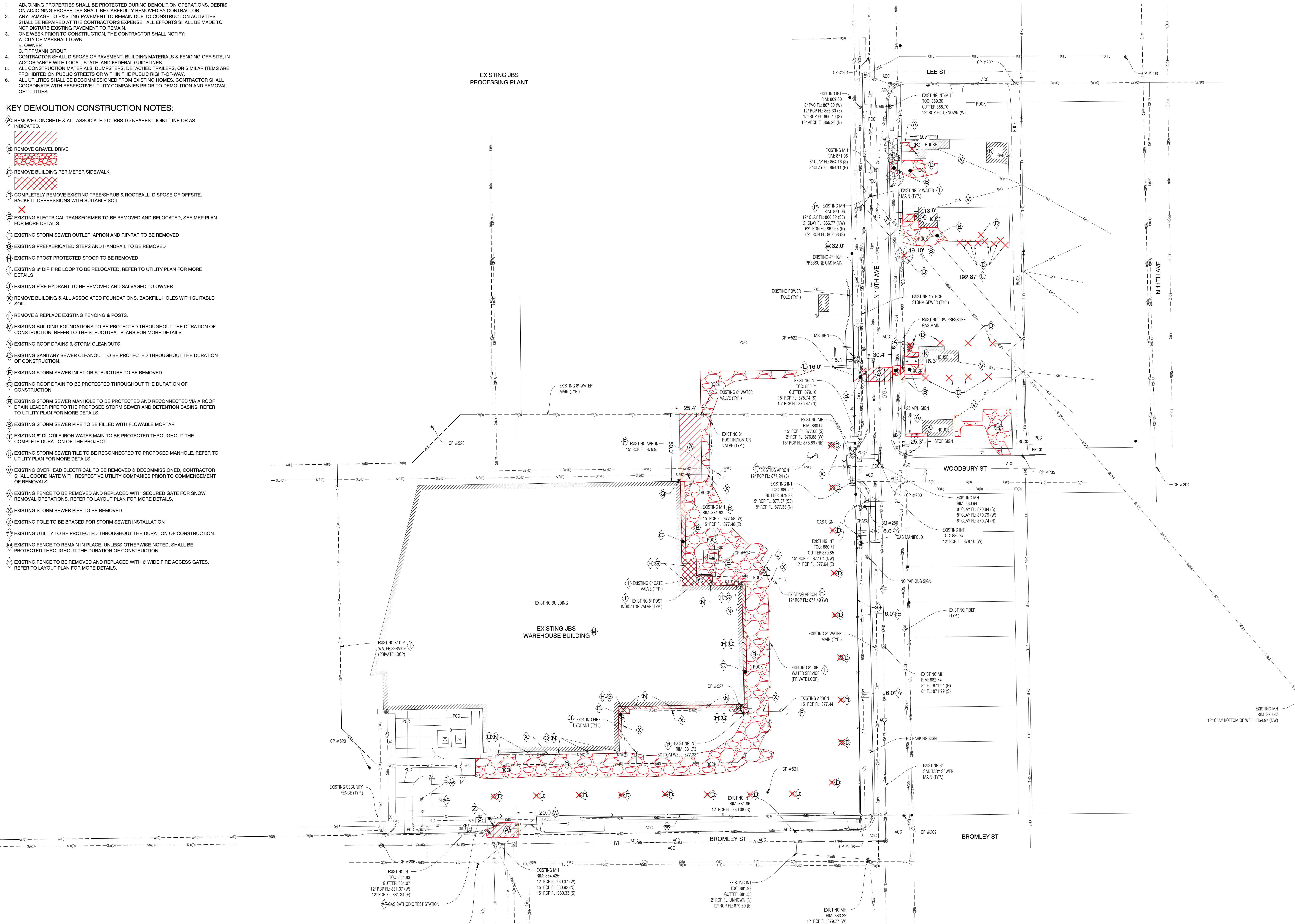
GENERAL DEMOLITION NOTES:

- 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. TIPPMMANN 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 REMOVED.
- 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



NO.	REVISION	BY	DATE

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

EXISTING CONDITIONS
AND DEMOLITION PLAN

JBS DISTRIBUTION EXPANSION
MARSHALLTOWN, IOWA

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



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 UNIMPAVED 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. SITE UTILITY SHALL BE BROUGHT WITHIN 5' OF THE BUILDING TO CONNECT TO PLUMBING CONTRACTOR WORKS - 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.

2 C-200	INSTALL 6" PCC PAVEMENT
2 C-200	
2 C-200	INSTALL PCC PATCH
2B C-200	
2B C-200	INSTALL GRAVEL DRIVE
2B C-200	
3 C-200	INSTALL 6" PCC CURB & GUTTER
3 C-200	NORTH DETENTION BASIN
3 C-200	SOUTH DETENTION BASIN
1B C-200	RIGID GRAVID PIPE TRENCH BEDDING
2 C-200	PROPOSED CHAIN LINK FENCE GATE WITH (MATCH AT EXISTING STYLE OF EXISTING GR ARE ADDED TO EXISTING FENCE LINE)
2 C-200	PROPOSED 8' PERIMETER FENCE
3 C-200	PROPOSED CHAIN LINK FENCE PRIVACY SL
3 C-200	PROPOSED FLOOR AND WALL MOUNTED H
3 C-200	INSTALL MD-3 SIDEWALK OVER UTILITY TRE
3 C-200	
3 C-200	INSTALL PAVEMENT RESTORATION JOINTS

- A** PROPOSED LOADING DOCK BUILDING EXPANSION
- B** PROPOSED OFF BUILDING EXPANSION
- C** PROPOSED PREFABRICATED EXTERIOR STAIRS WITH 11 LF LANDING TO
EXTEND OVER EXISTING HATCHOLE 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 STEEP (-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)



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:

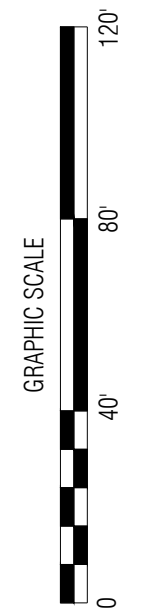
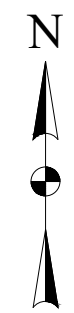
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3. ALL DISTURBED AREAS SHALL BE SEEDED, FERTILIZED & MULCHED UNLESS OTHERWISE NOTED IN PLANS. REFER TO LANDSCAPING PLAN.
4. COORDINATE GAS, ELECTRIC, TELEPHONE, & FIBER OPTIC WITH RESPECTIVE UTILITY COMPANIES. ONE WEEK PRIOR TO CONSTRUCTION, THE CONTRACTOR 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)



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

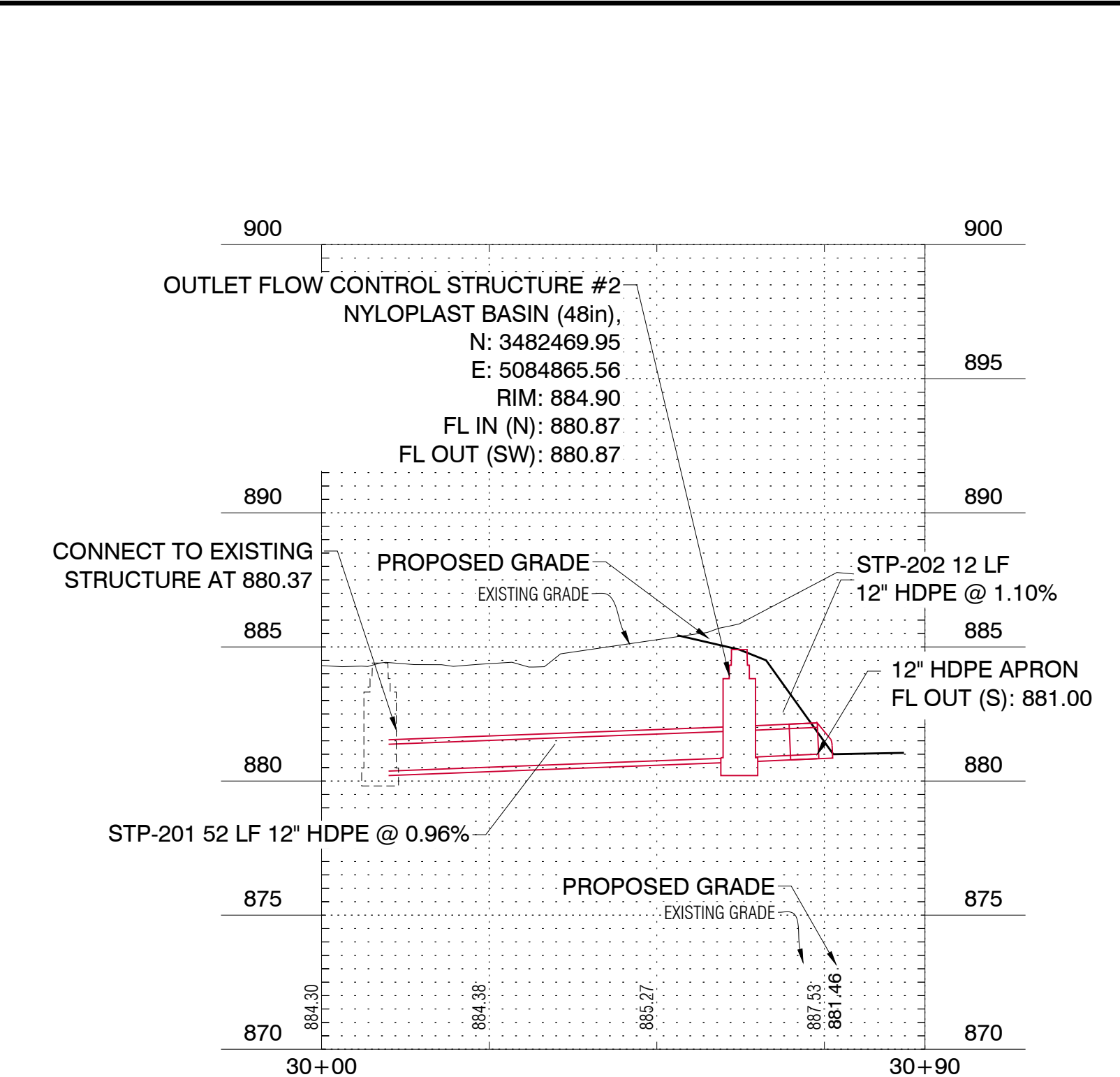
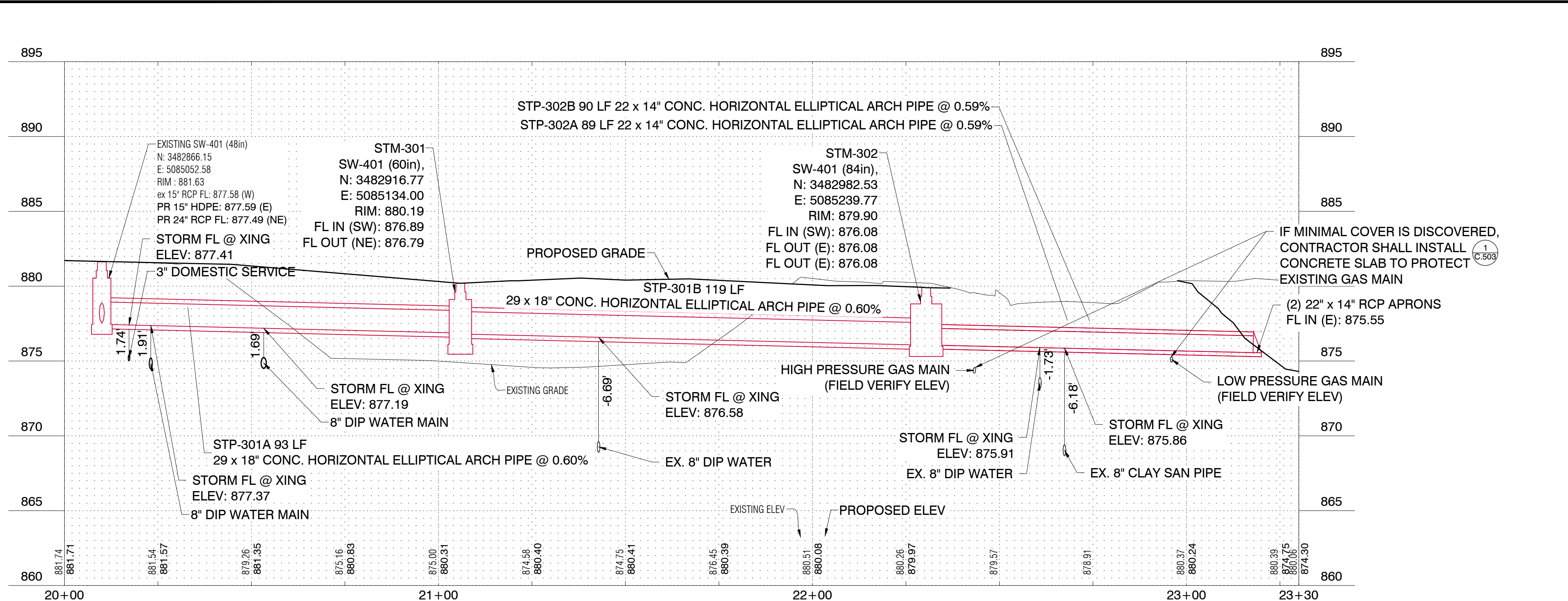
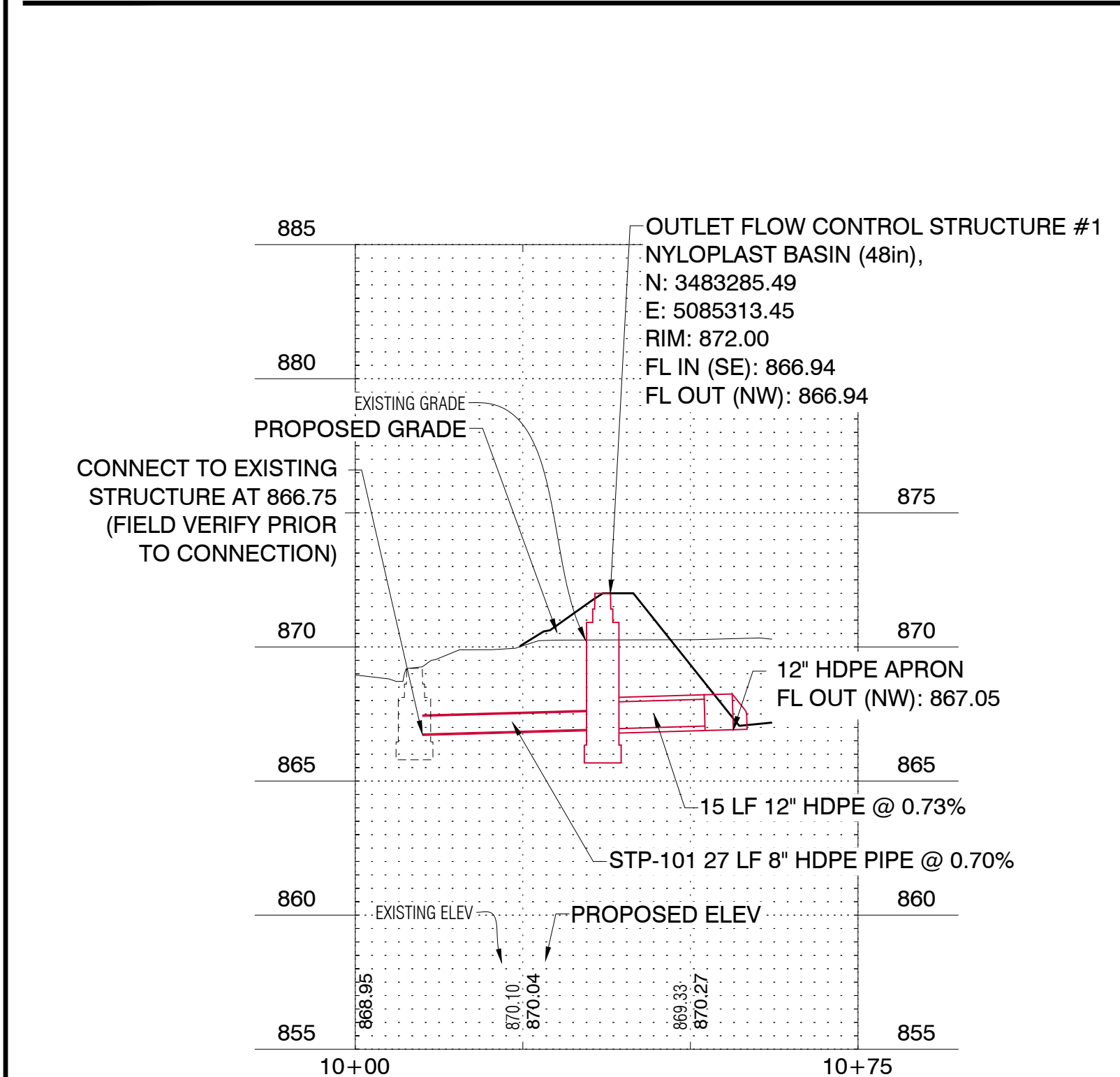
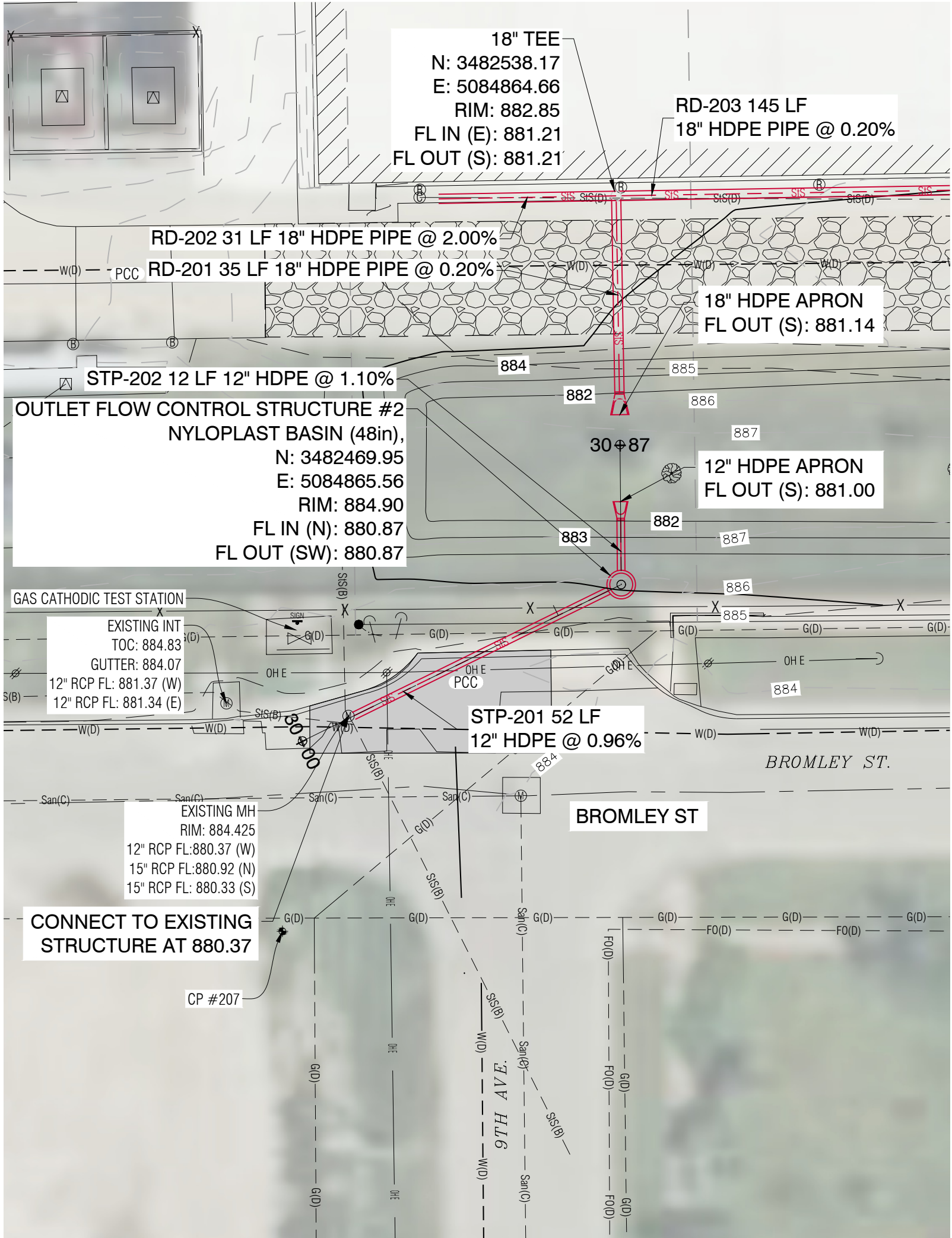
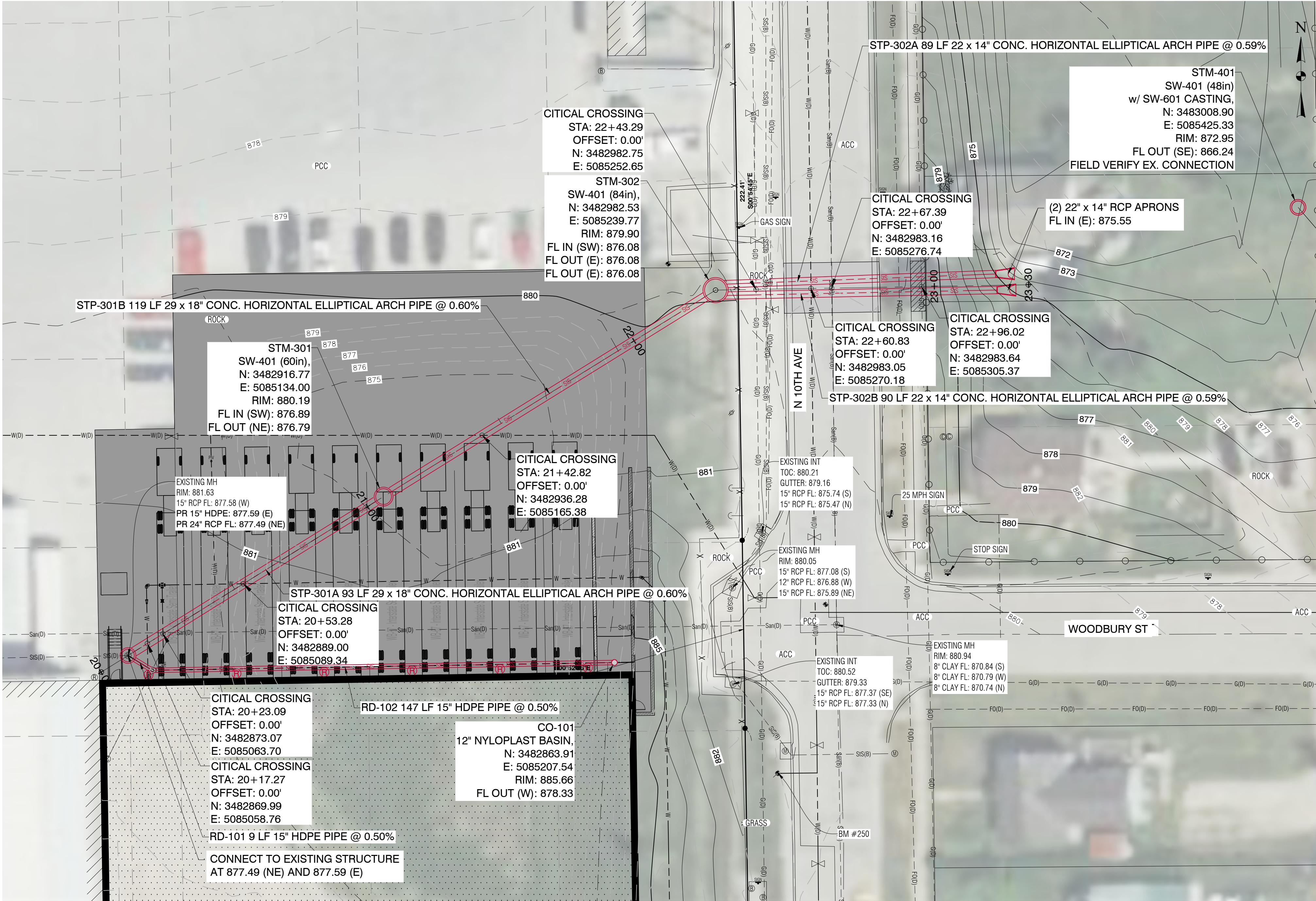
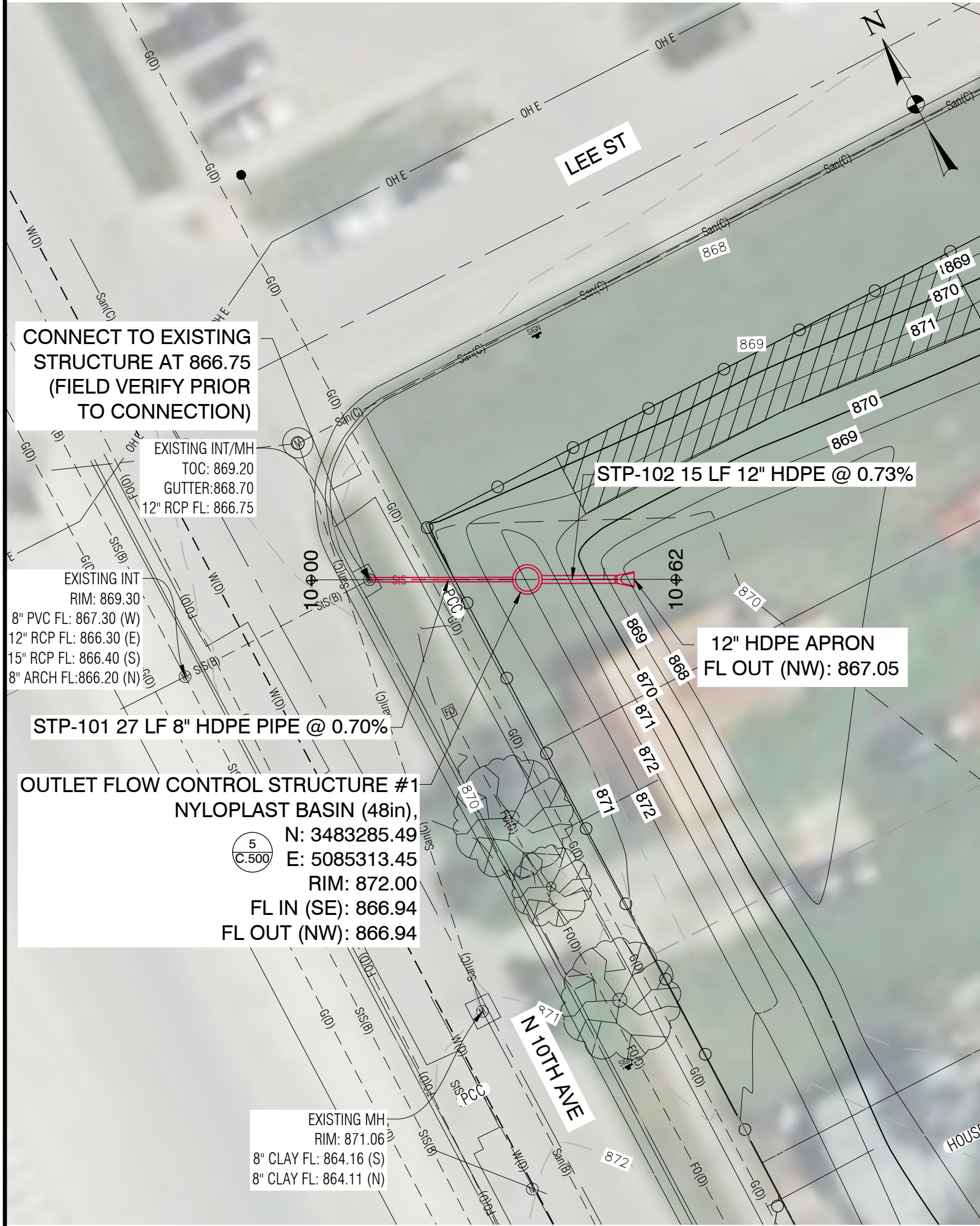
OVERALL UTILITY PLAN

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



\\25-05-0026\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
MARSHALLTOWN, IOWA

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

CCGA

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

TRAFFIC CONTROL NOTES

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GENERAL LAYOUT & UTILITY NOTES:

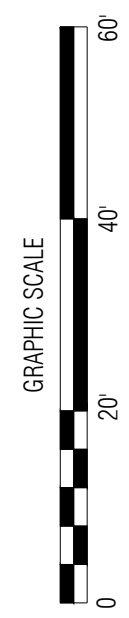
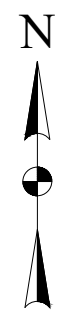
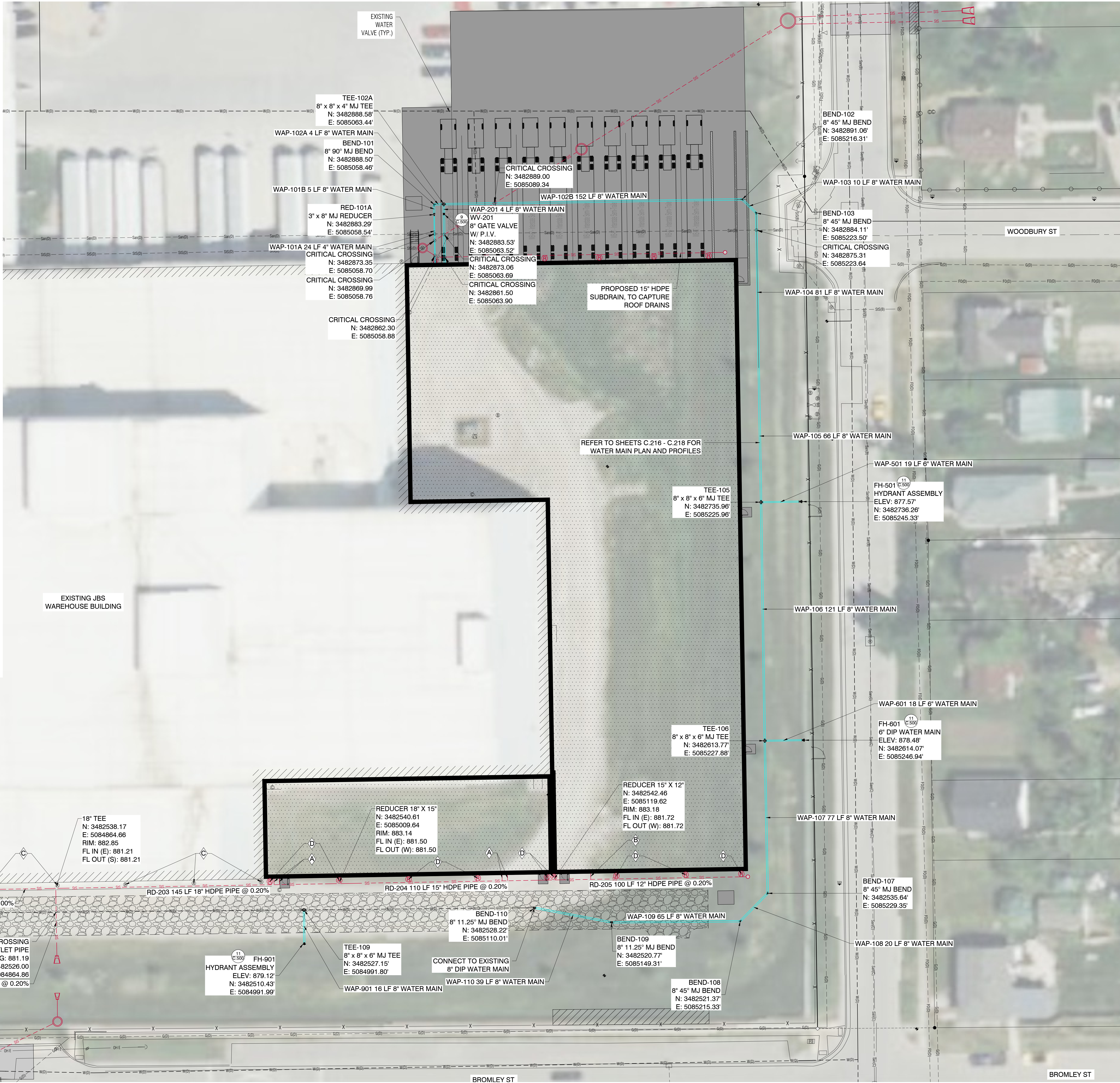
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3. ALL DISTURBED AREAS SHALL BE SEEDED, FERTILIZED & MULCHED UNLESS OTHERWISE NOTED IN PLANS. REFER TO LANDSCAPING PLAN.
4. COORDINATE GAS, ELECTRIC, TELEPHONE, & FIBER OPTIC WITH RESPECTIVE UTILITY COMPANIES. ONE WEEK PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE CITY OF MARSHALLTOWN.
6. ALL SITE UTILITIES SHALL BE BROUGHT WITHIN 5' OF THE BUILDING TO CONNECT TO PLUMBING 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.

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



NO.	REVISION	BY	DATE

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DRAWN:	DATE:
CHECKED:	DATE:
APPROVED:	DATE:

DETAILED WATER MAIN
UTILITY PLAN

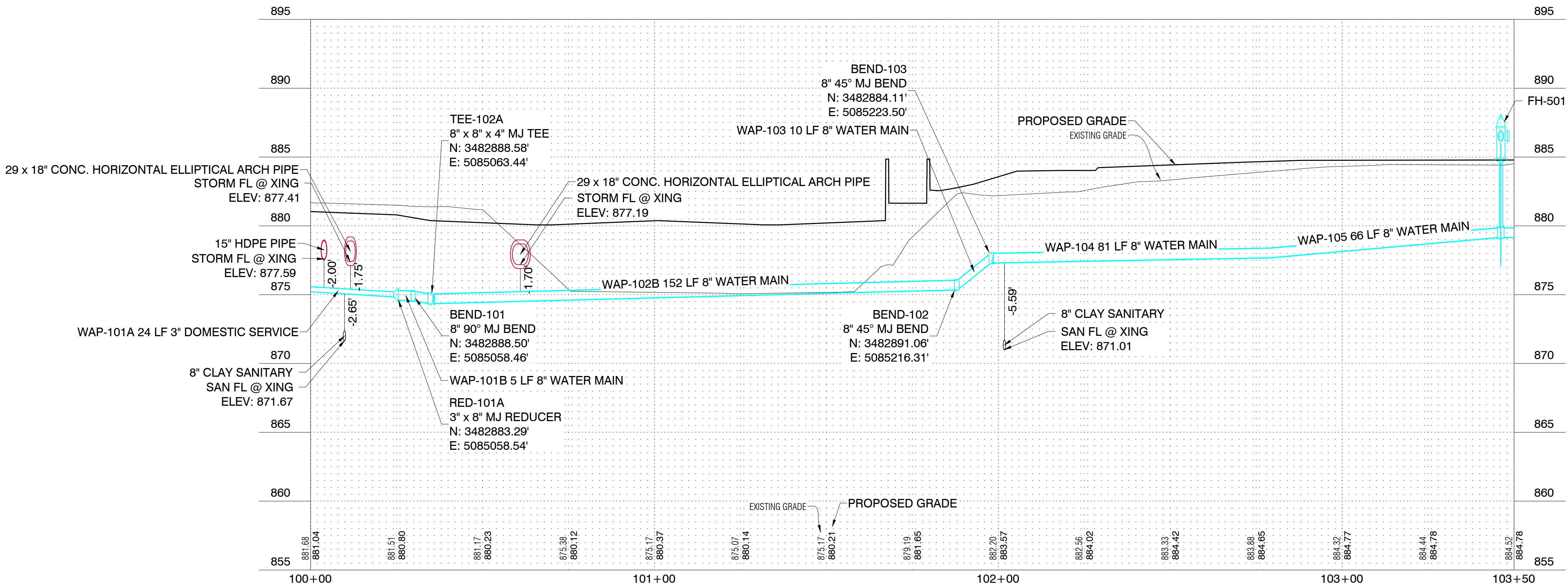
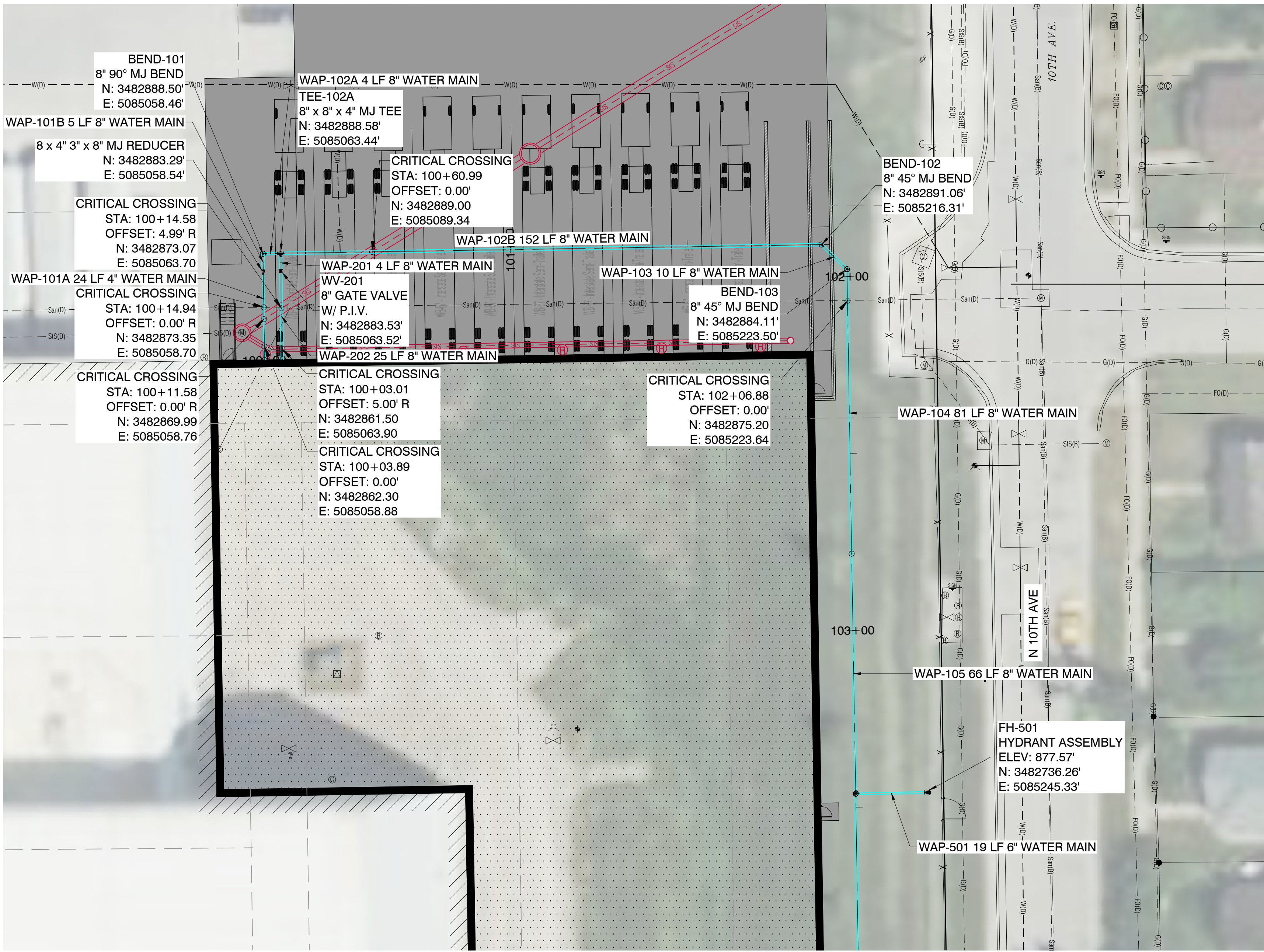
JBS DISTRIBUTION EXPANSION
MARSHALLTOWN, IOWA

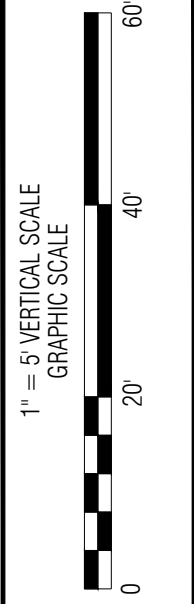
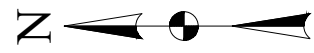
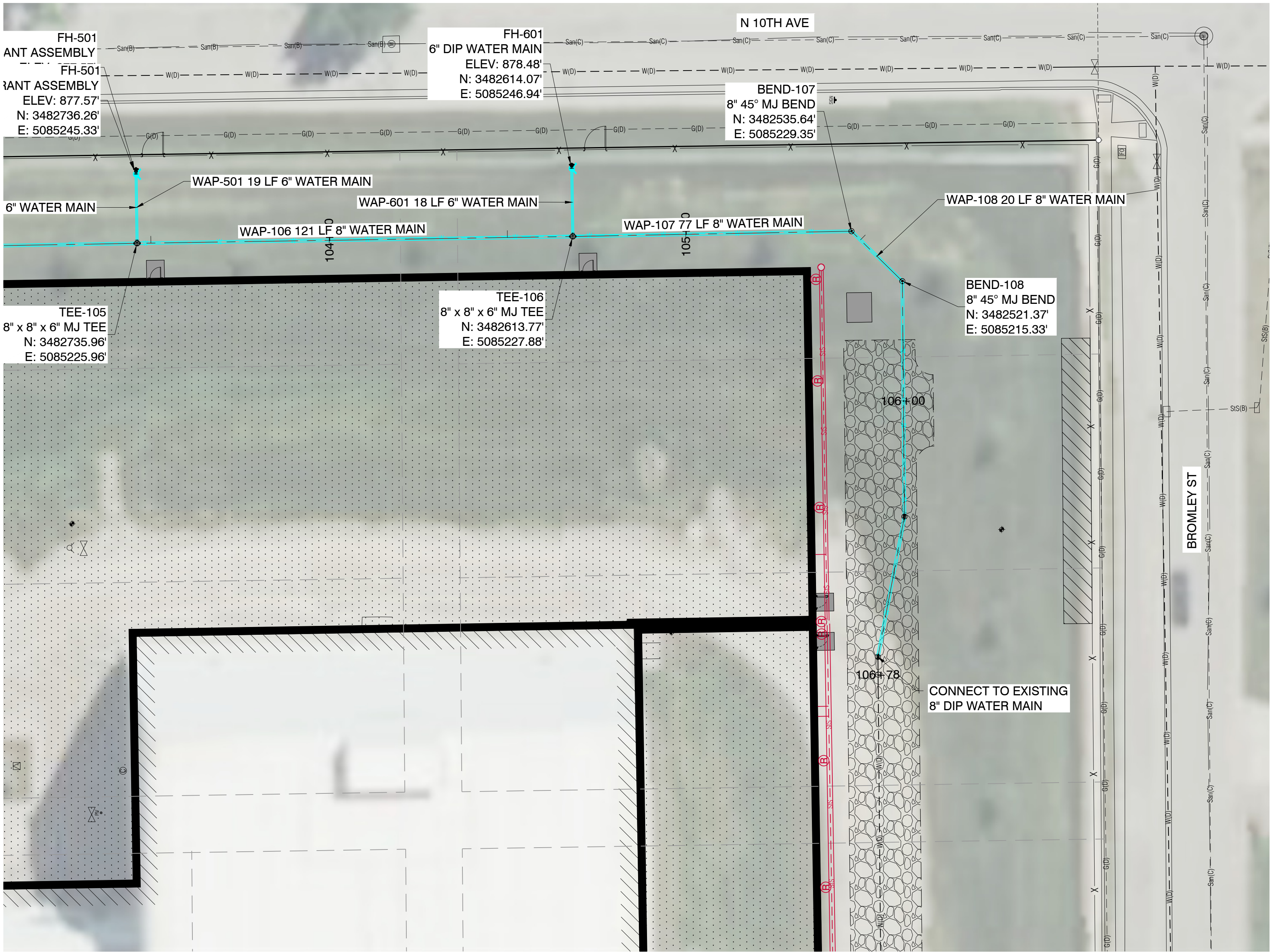
Clasaddle Garber Associates, Inc.
18 East Main Street
Marshalltown, Iowa 50158
Ph 641-752-6701
www.cgaconsultants.com



PROJECT NO:
25-DS-0026
SHEET NO:
C.212

\\25-us-0026\wg3\S_Sheets\25-DS-0026 Water Main Plan and Profile.dwg - C:\216 - 04-24-25 - 5:23am - MWIS2





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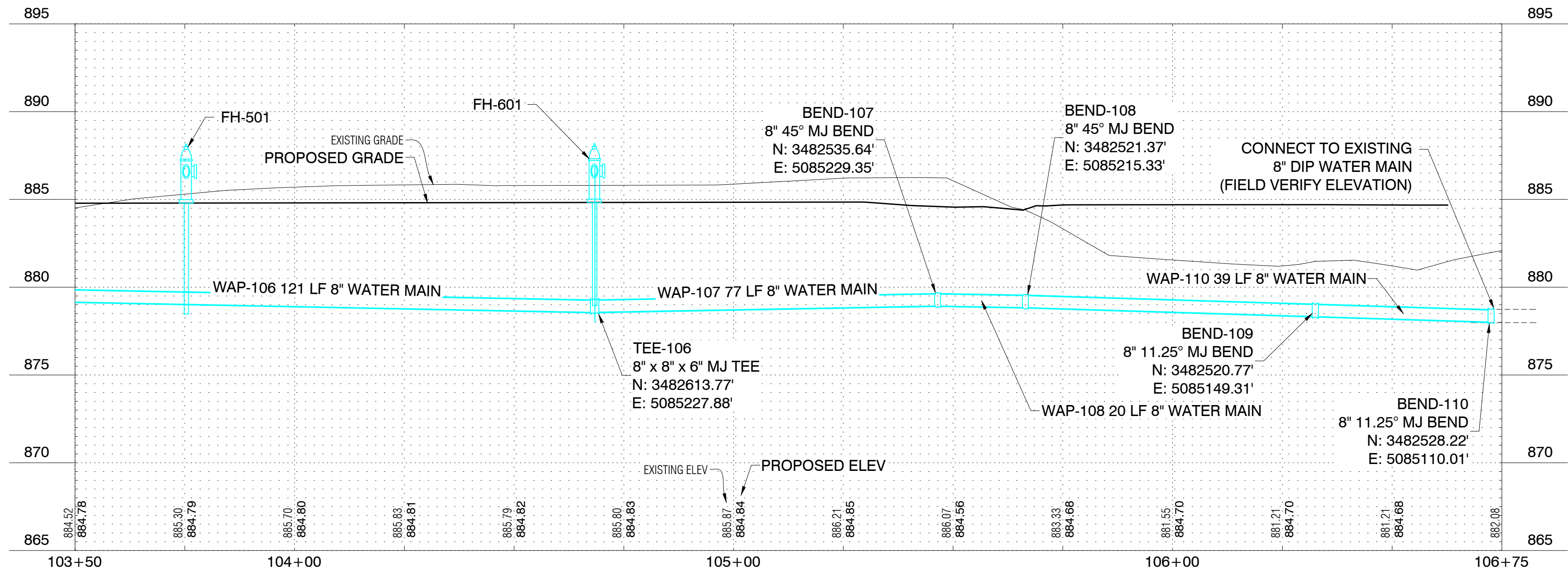
WATER MAIN
PLAN AND PROFILE

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



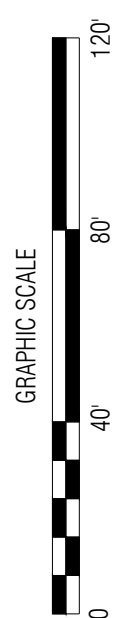
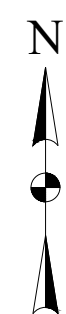
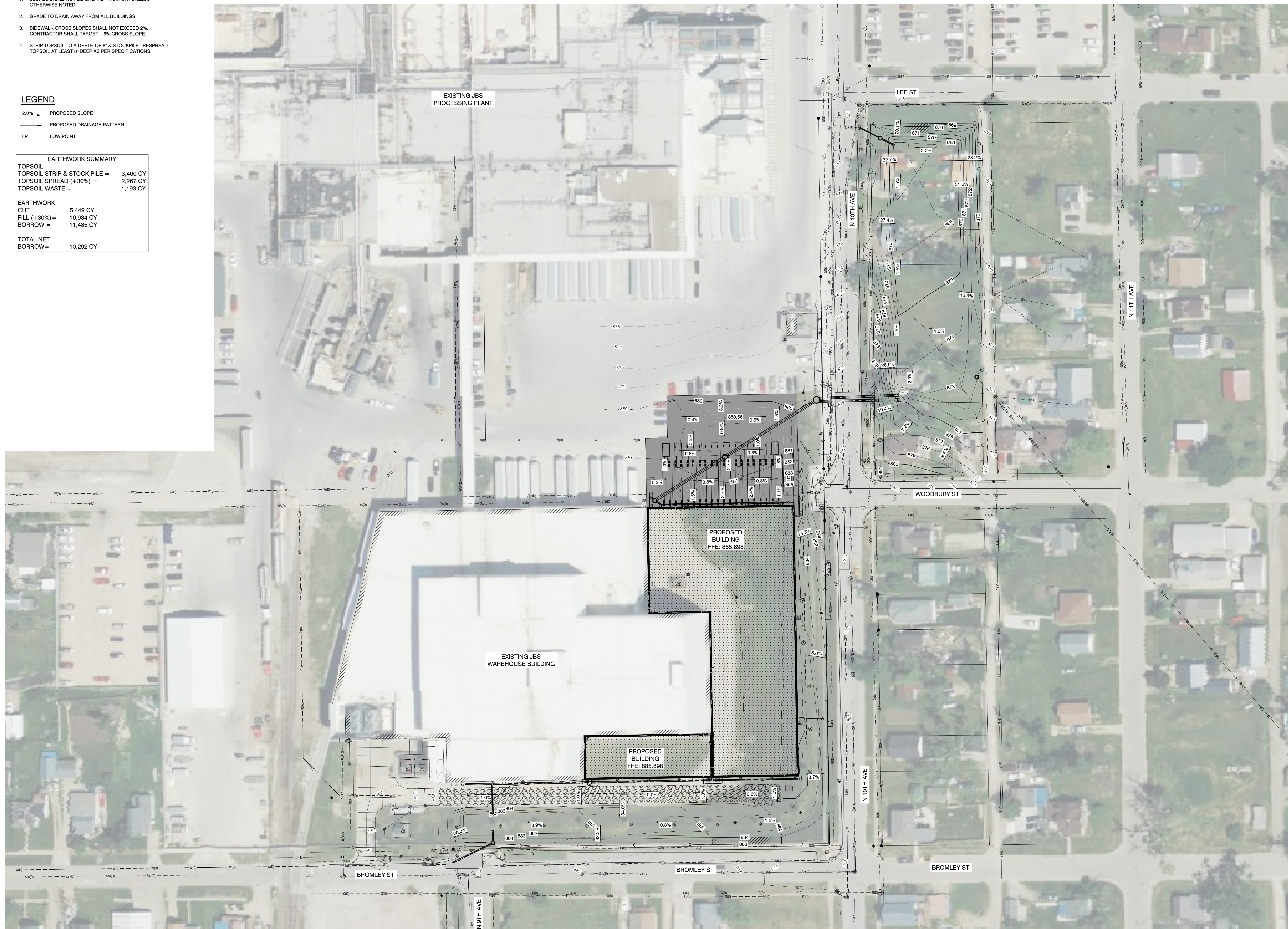
1. SLOPES SHALL NOT BE GREATER THAN 3:1, UNLESS OTHERWISE NOTED
2. GRADE TO DRAIN AROUND FROM ALL BUILDINGS.
3. SIDEWALK CROSS SLOPES SHALL NOT EXCEED 2%. CONTRACTOR SHALL TARGET 1.5% CROSS SLOPE.
4. STRIP TOPSOIL TO A DEPTH OF 8" & STOCKPILE. RESPAREAD TOPSOIL AT LEAST 8" DEEP AS PER SPECIFICATIONS.

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



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

OVERALL GRADING PLAN

JOBS 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.300

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 . RESPAREAD TOPSOIL AT LEAST 8" DEEP AS PER SPECIFICATIONS.

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



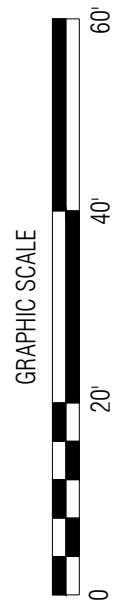
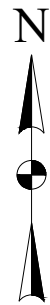
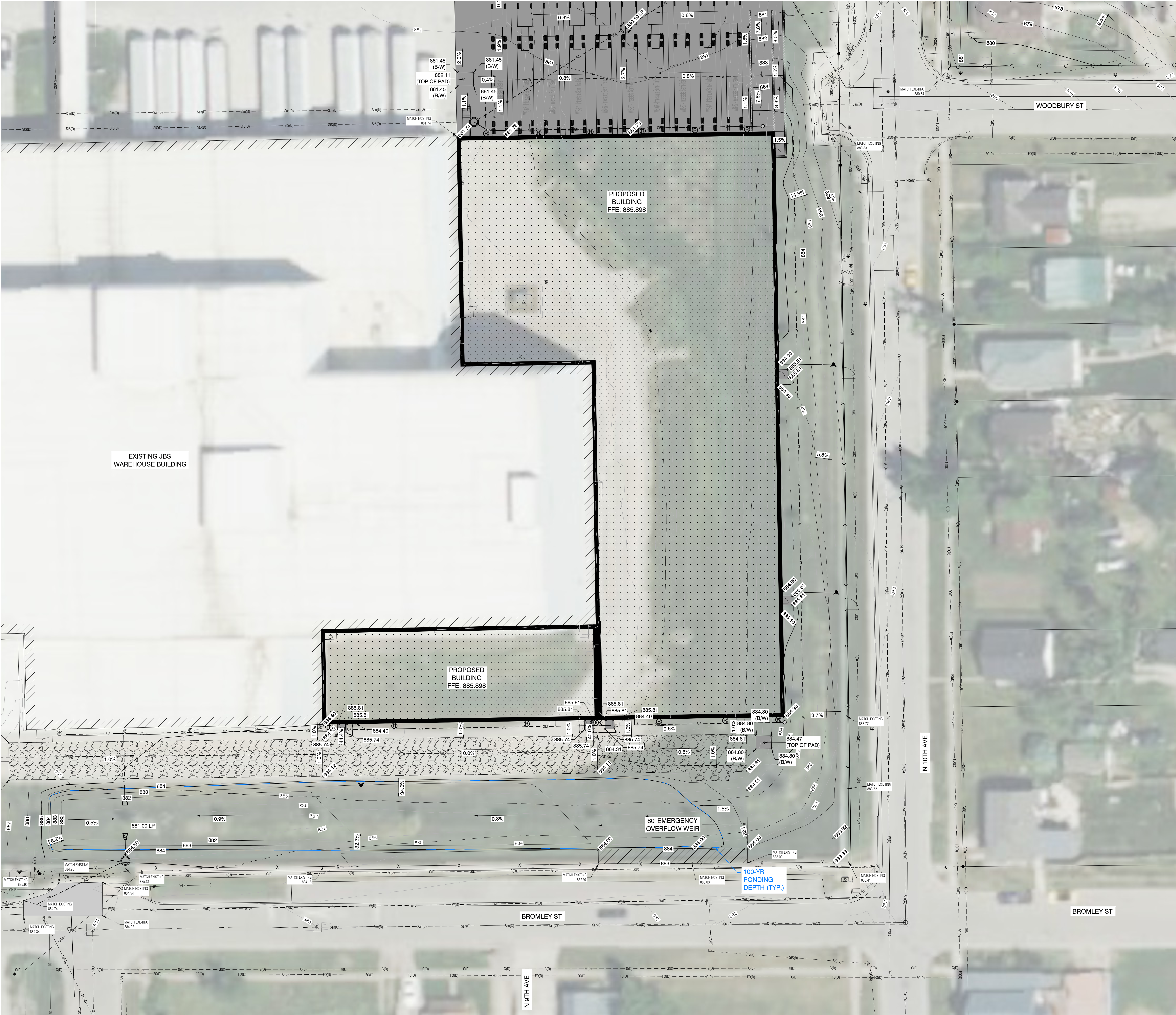
J:\25-DS-0026\wg5\3_Sheets\25-DS-0026 Detailed Grading Plan.dwg, C:302 - 04-24-25 - 8:32am - KMN332

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. RESPREAD TOPSOIL AT LEAST 8" DEEP AS PER SPECIFICATIONS.

LEGEND

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



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

DETAILED GRADING 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.302

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.



JBS DISTRIBUTION EXPANSION STORM WATER POLLUTION PREVENTION PLAN
MARSHALLTOWN, IOWA

Claytonville Garber Associates, Inc.
10 East Main Street
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PROJECT NO:
25-DS-0026
SHEET NO:
C.310

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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.

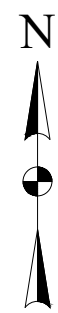
4 INSPECTIONS

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.



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

PCSWMP -
NORTH DETENTION AREA

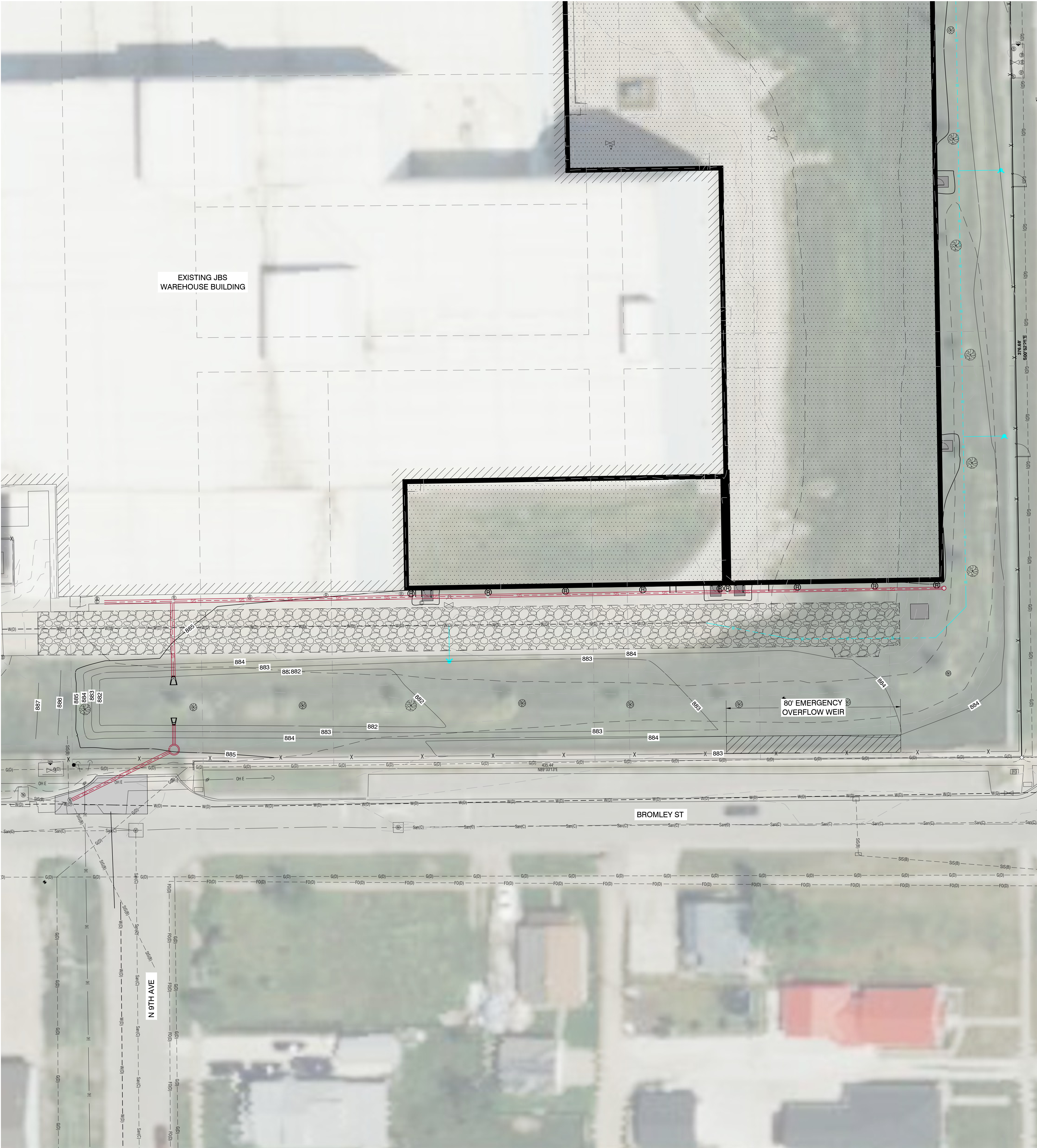
JBS DISTRIBUTION EXPANSION
MARSHALLTOWN, IOWA

Clapsaddle Garber Associates, Inc.
18 East Main Street
Marshalltown, Iowa 50158
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www.cgaconsultants.com



PROJECT NO:
25-DS-0026
SHEET NO:
C.311

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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

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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.

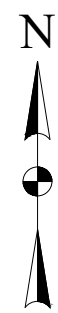
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DESIGNED:	DATE:	BY:	DATE:
DRAWN:	DATE:	REVISION:	
CHECKED:	DATE:	NO.	
APPROVED:	DATE:		

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 'BaiJohn'	Technito Arborvitae	14	#5 CNT

OFF-STREET LOADING REQUIREMENTS

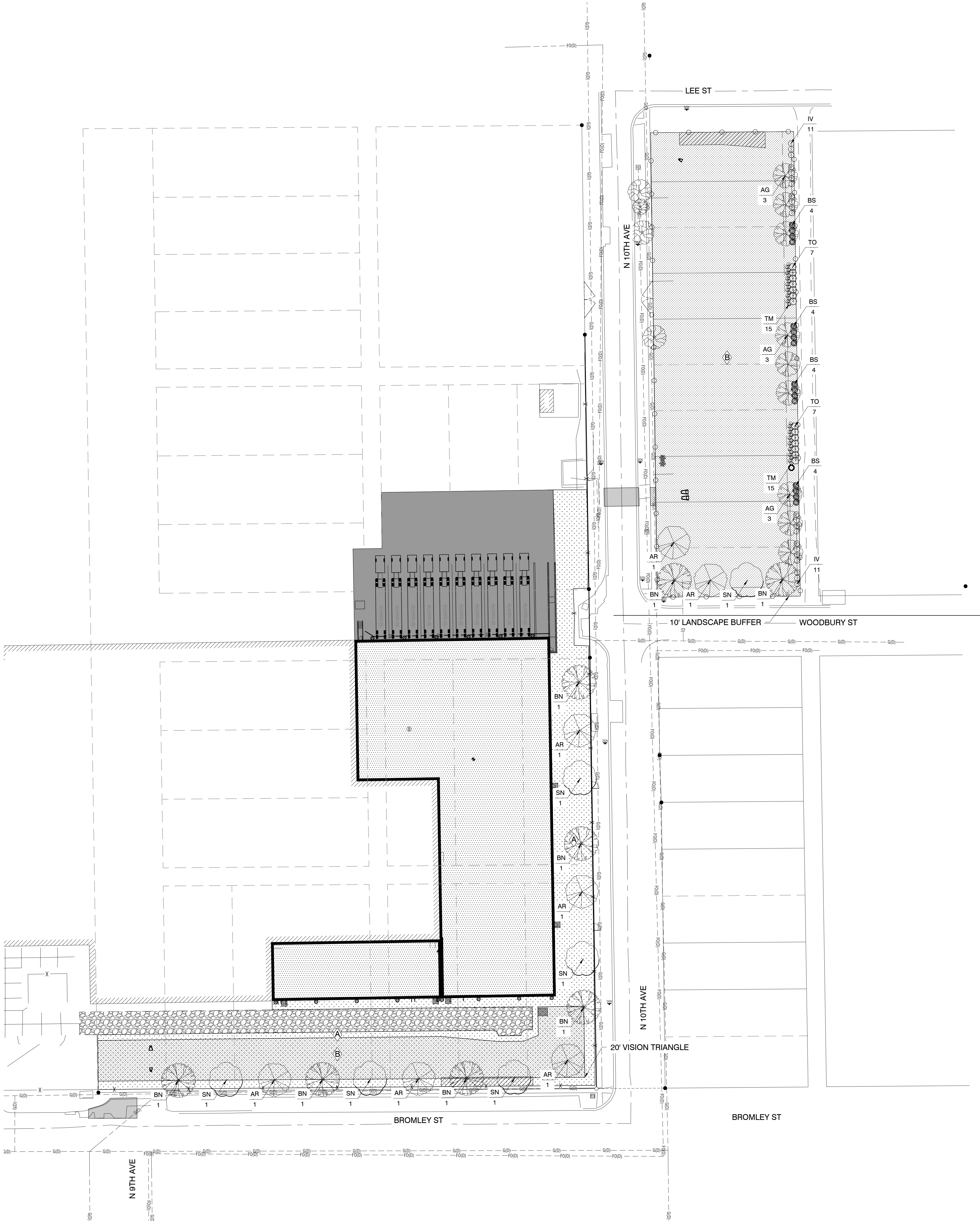
#	ZONING DESCRIPTION	REQUIRED	PROPOSED
156.E.007 Off-Street Loading(C)(3)			
1	Buffering, Docks and loading spaces shall be located behind buildings and screened from view from abutting properties and public right-of-way.	Screening from right-of-way	Chain Link Fencing with Privacy Slats

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			



OVERALL
LANDSCAPE PLAN

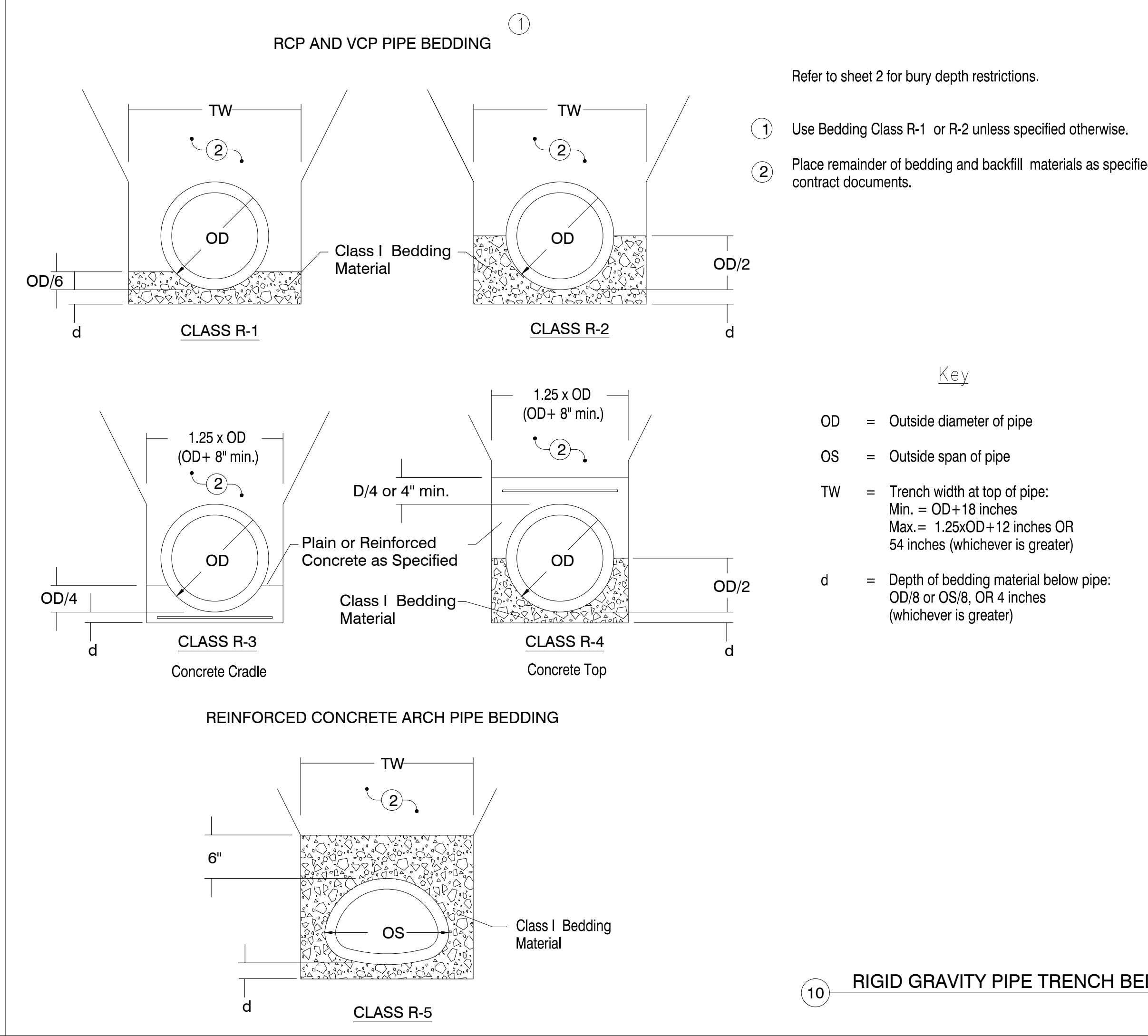
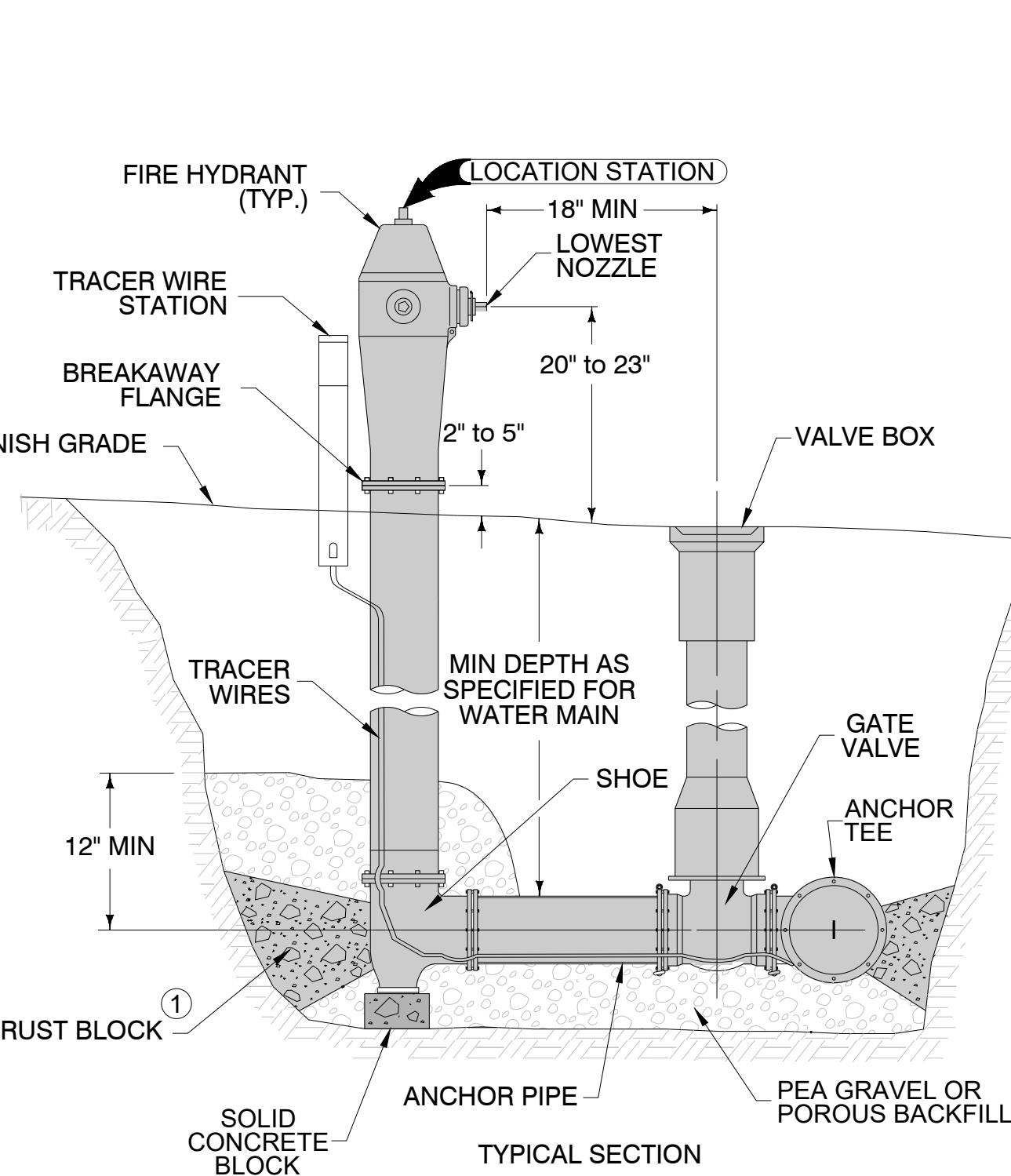
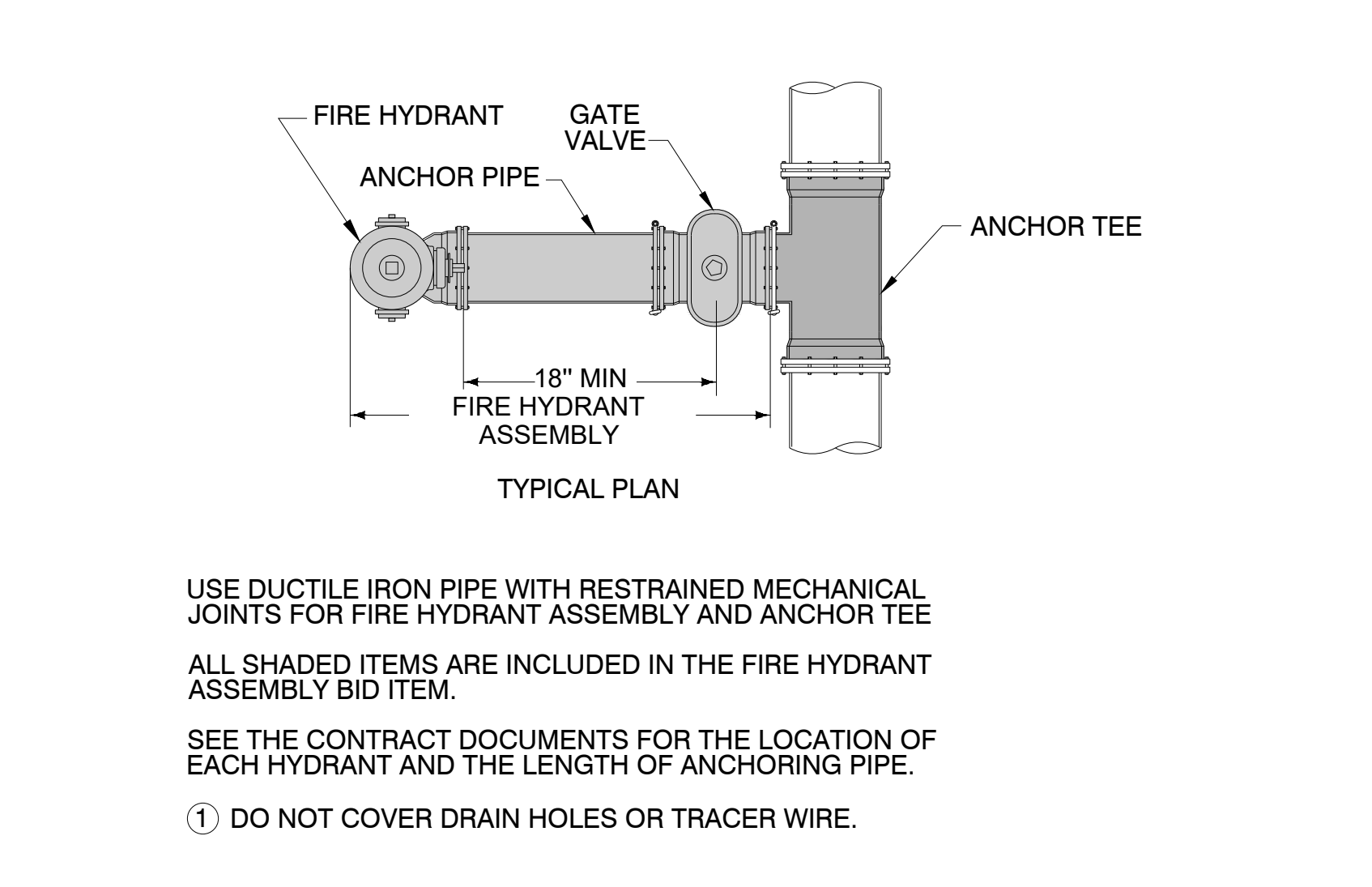
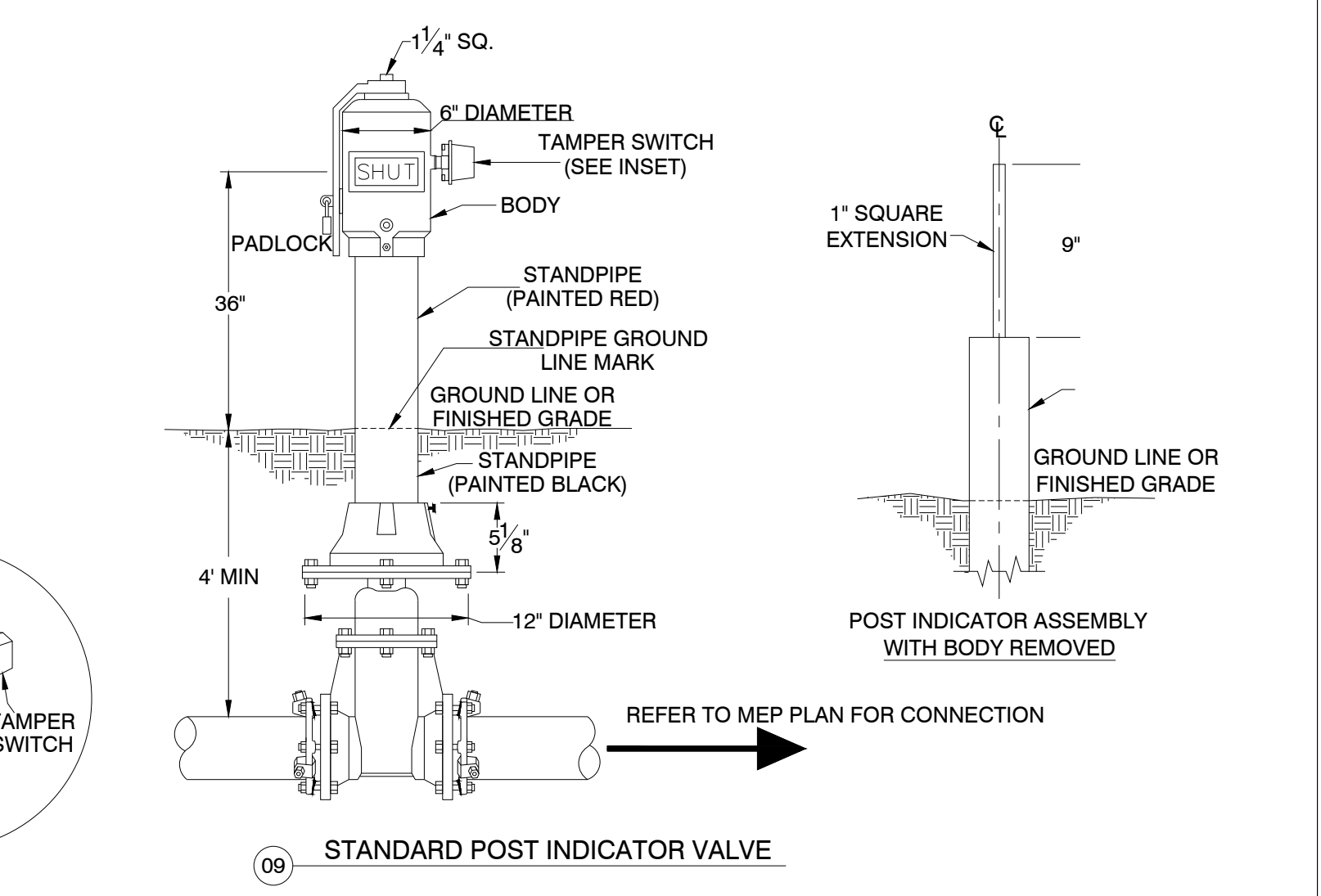
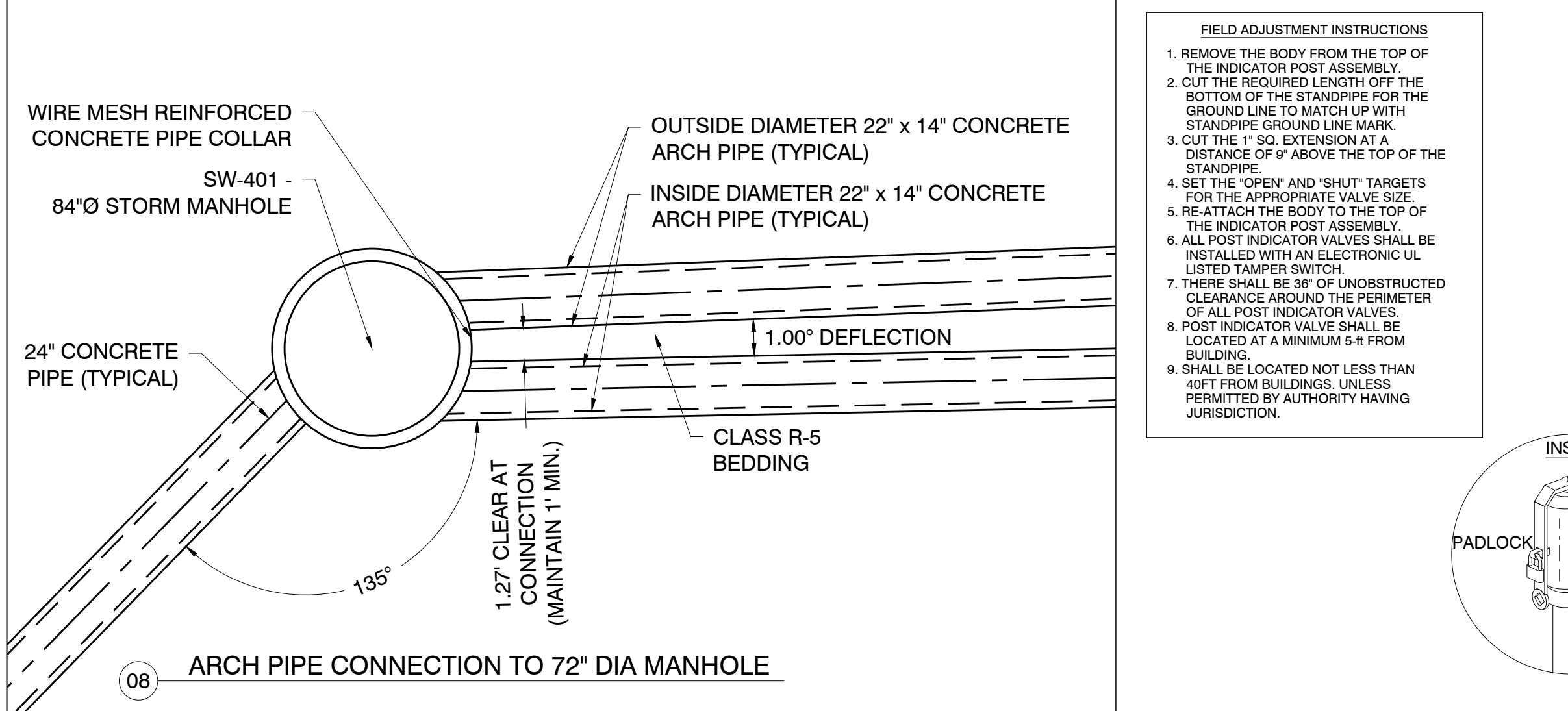
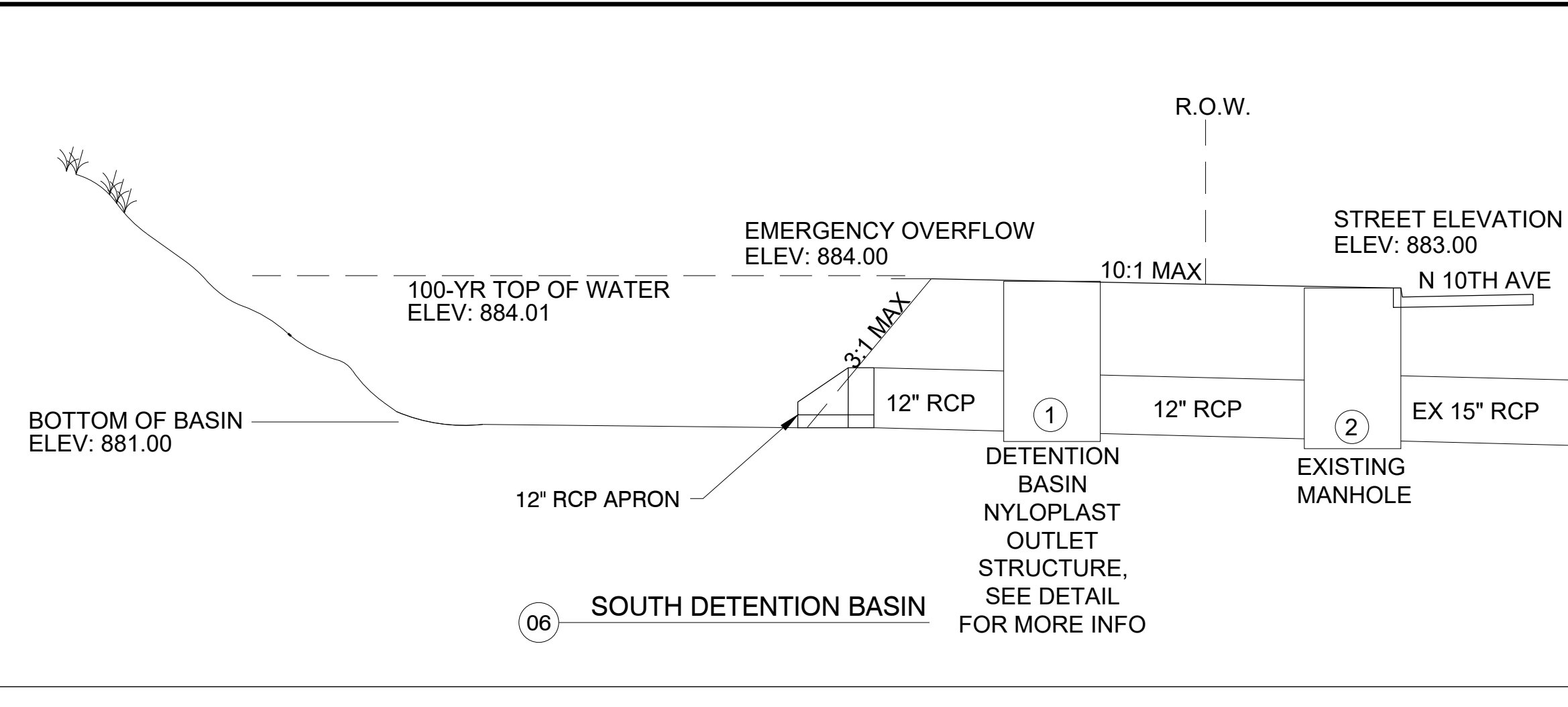
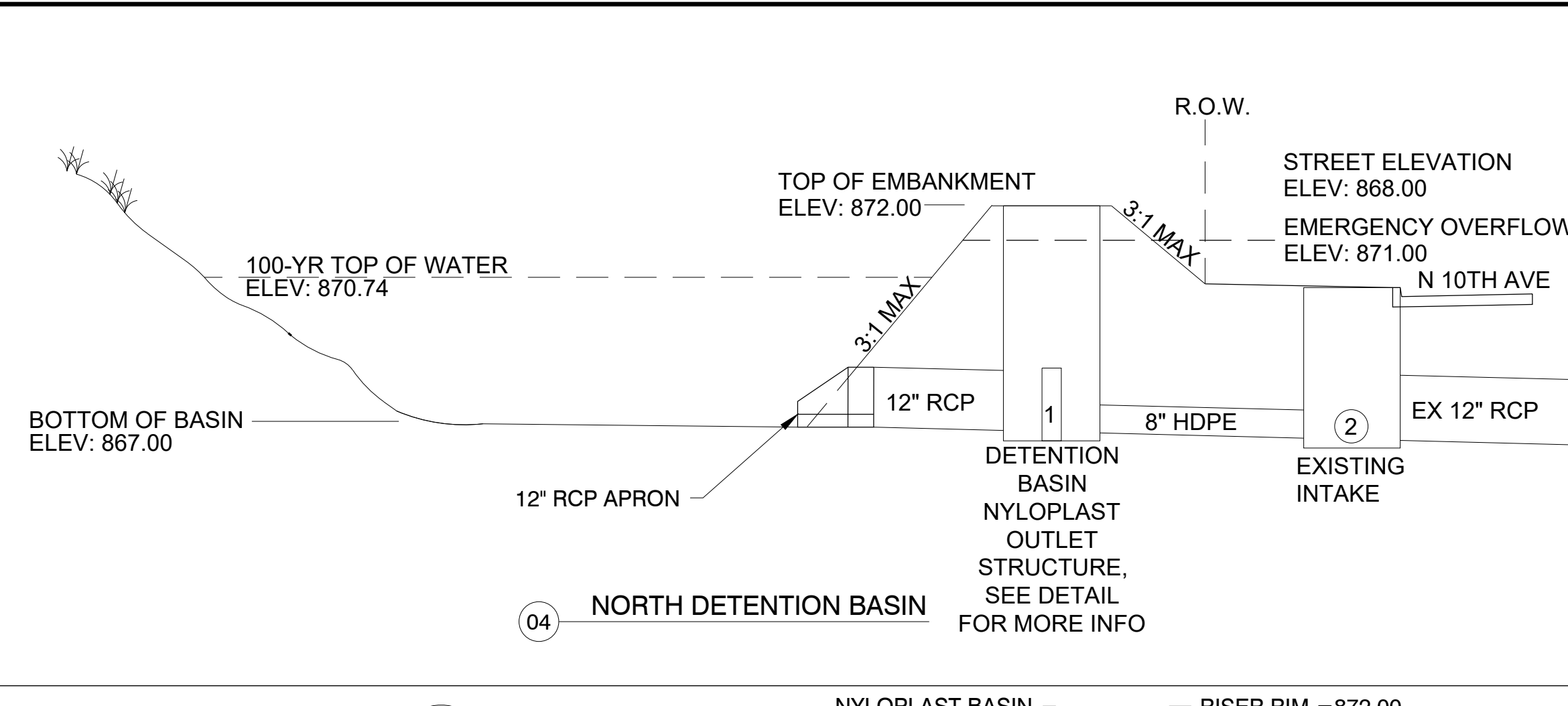
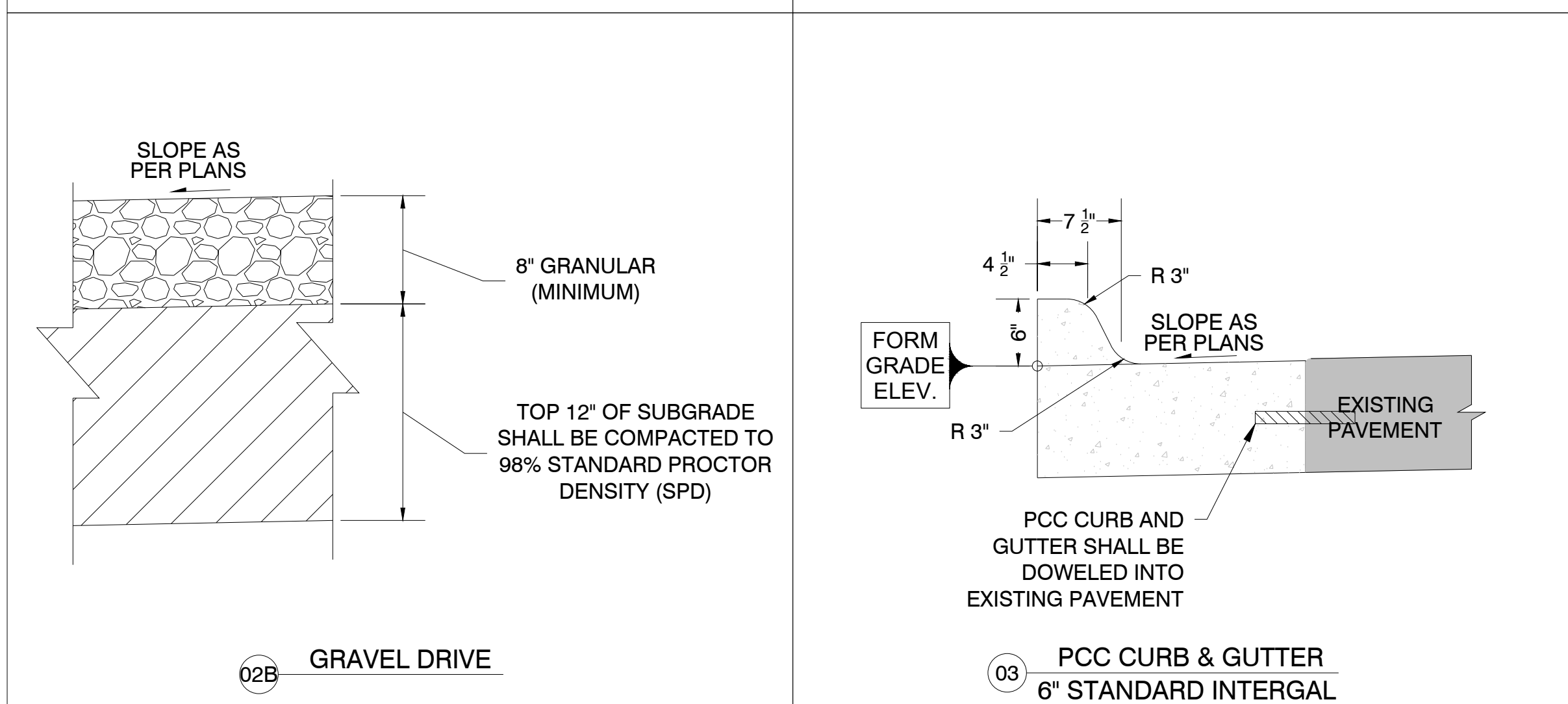
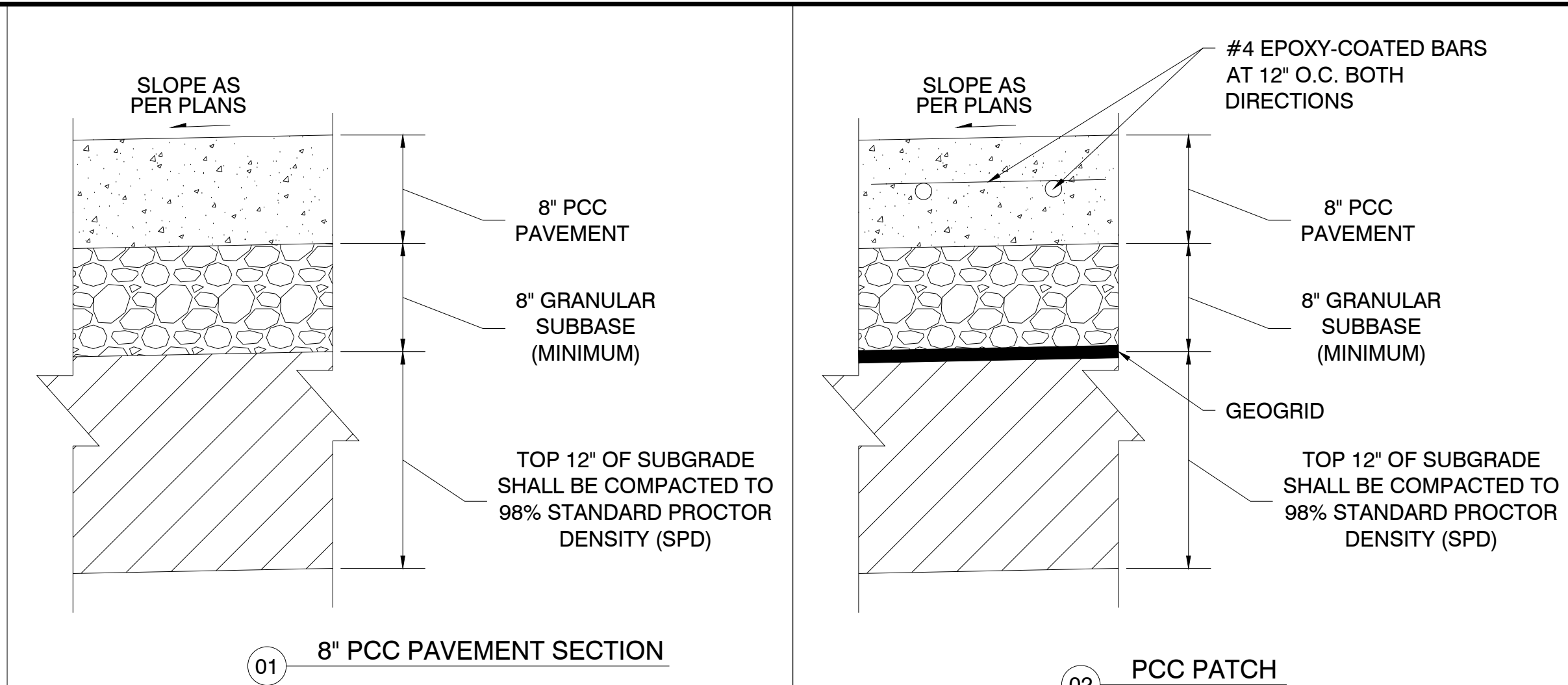
JBS DISTRIBUTION EXPANSION
MARSHALLTOWN, IOWA

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www.cgaconsultants.com



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

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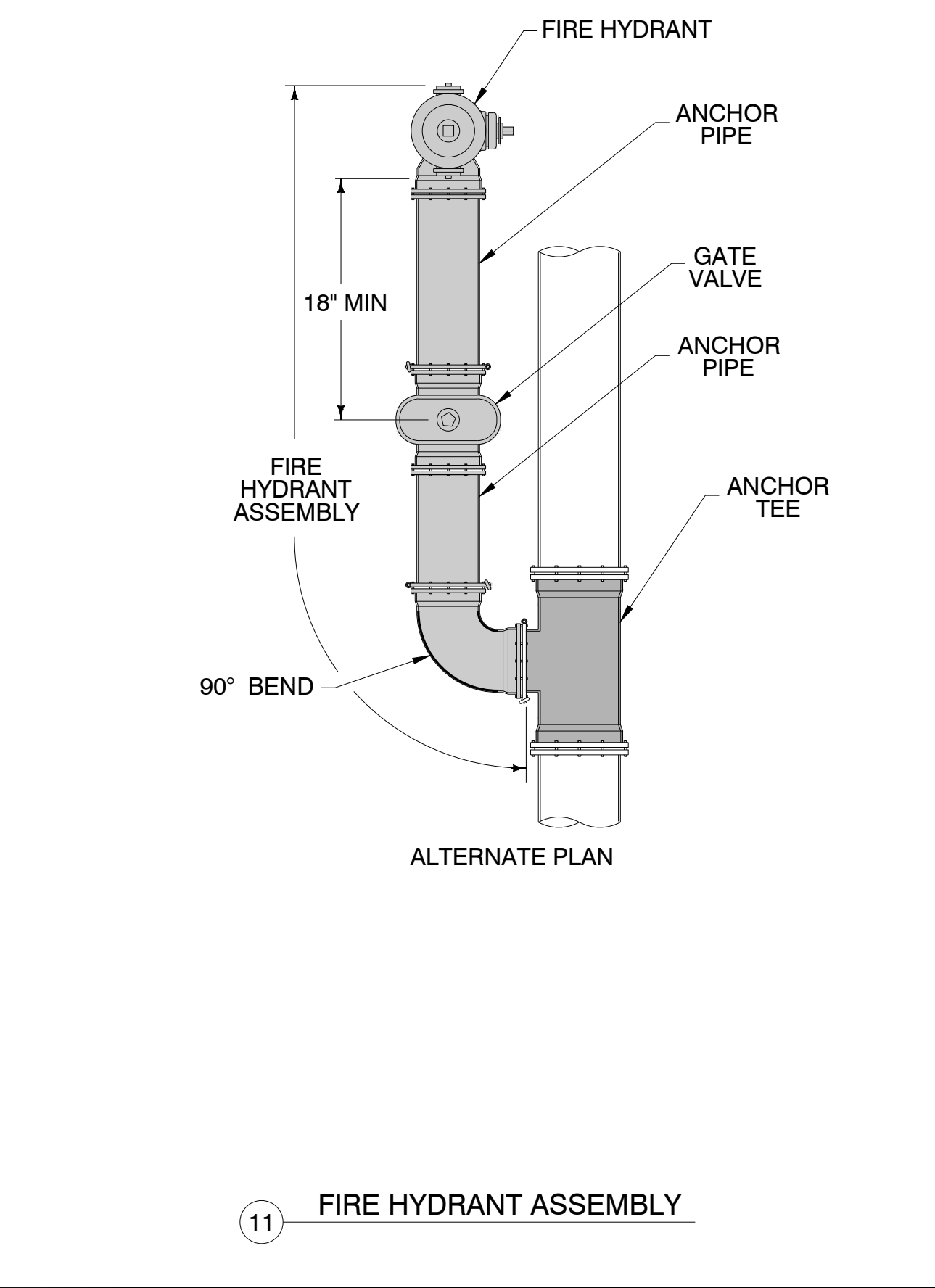
CLASS III RCP					
Pipe Diameter (inches)	Class R-1 Bedding	Class R-2 Bedding	Class R-3 & R-4 Bedding		
			No Steel	As=0.4%	As=1.0%
12	7'	10'	15'	19'	27'
15	8'	10'	16'	19'	27'
18	8'	1 1'	16'	20'	40'
21	8'	1 1'	18'	26'	40'
24	8'	12'	23'	36'	40'
27	10'	15'	30'	40'	40'
30	1 1'	15'	29'	40'	40'
33	1 1'	15'	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)	Eqiv. 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.			



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

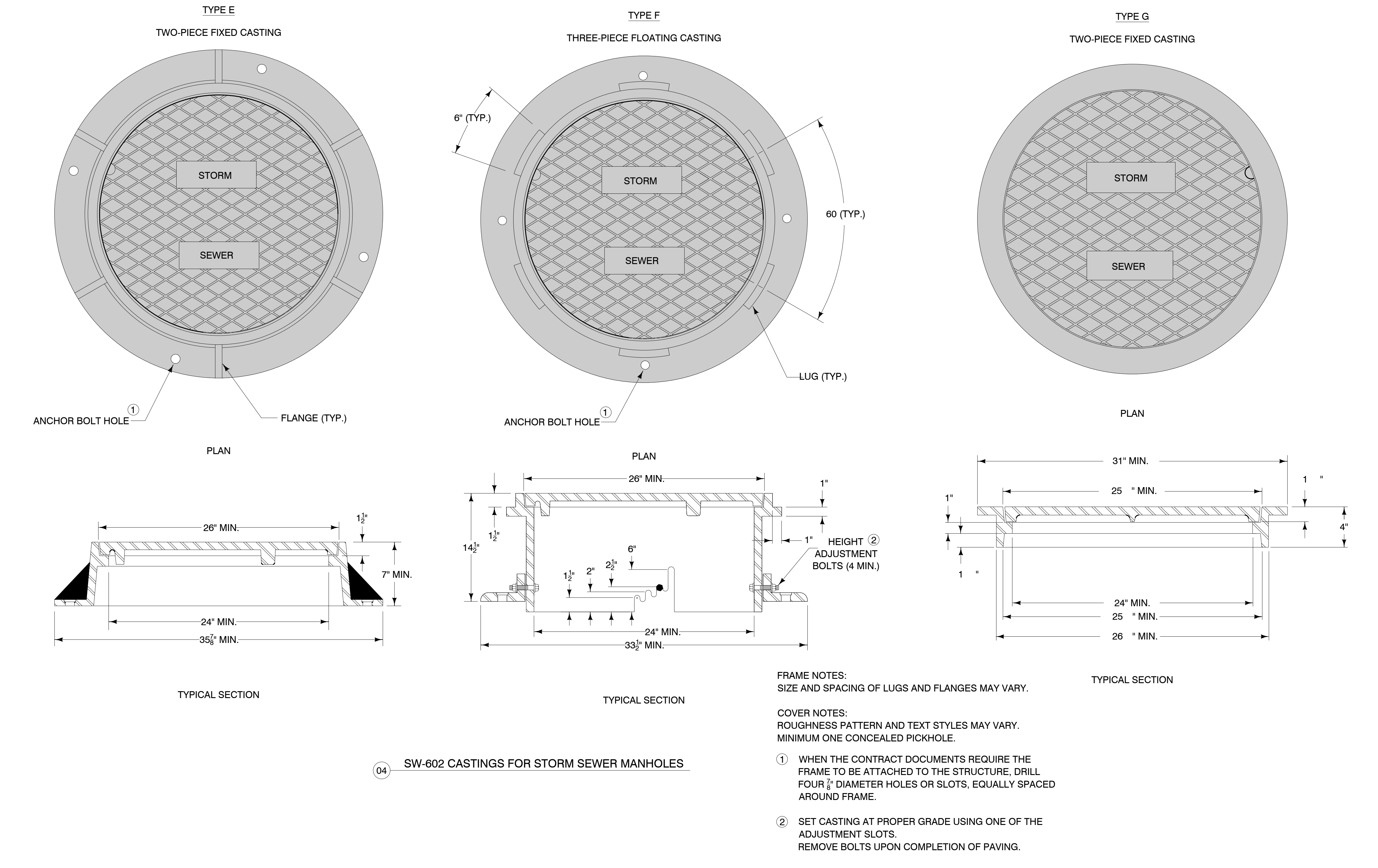
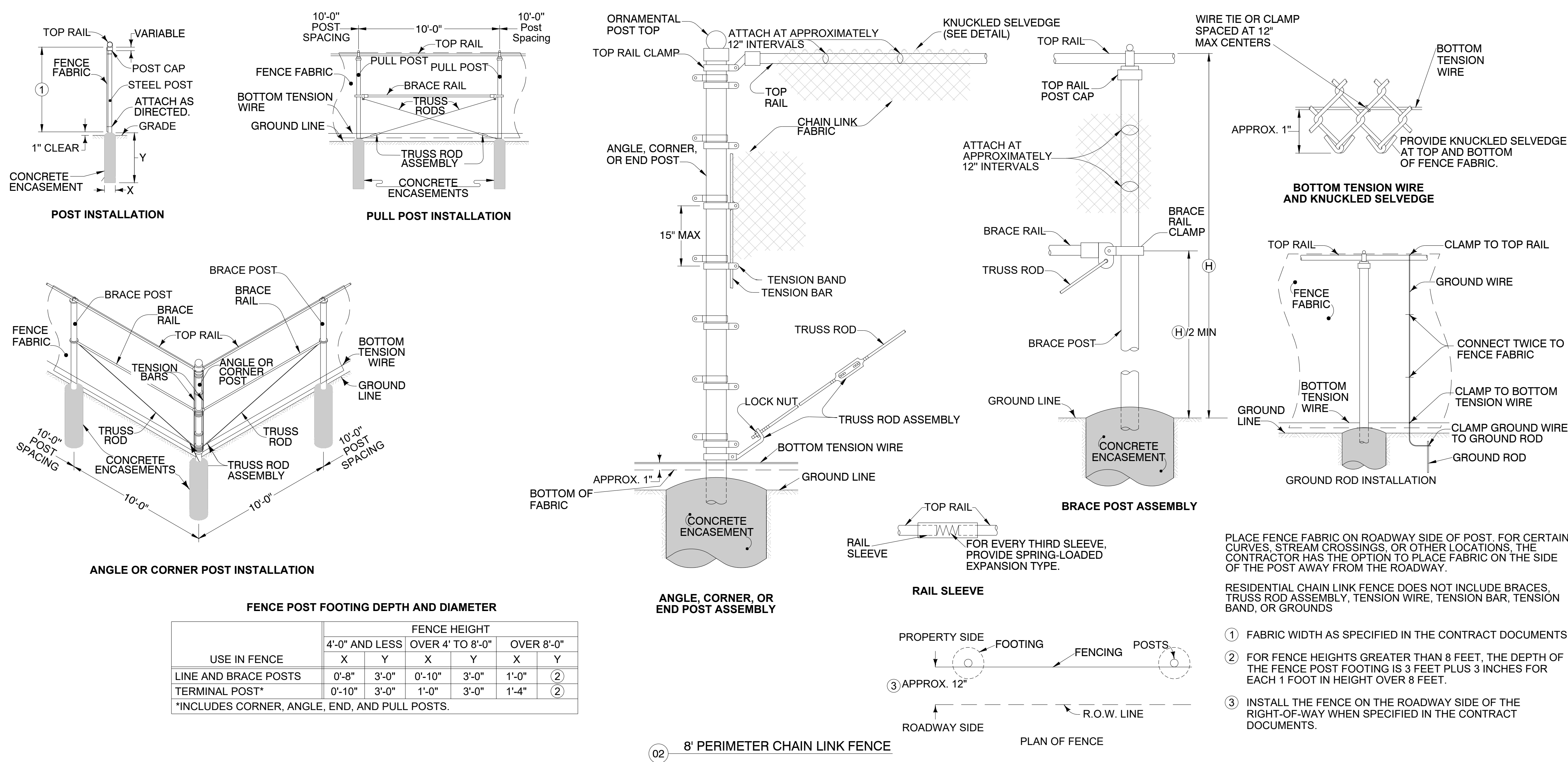
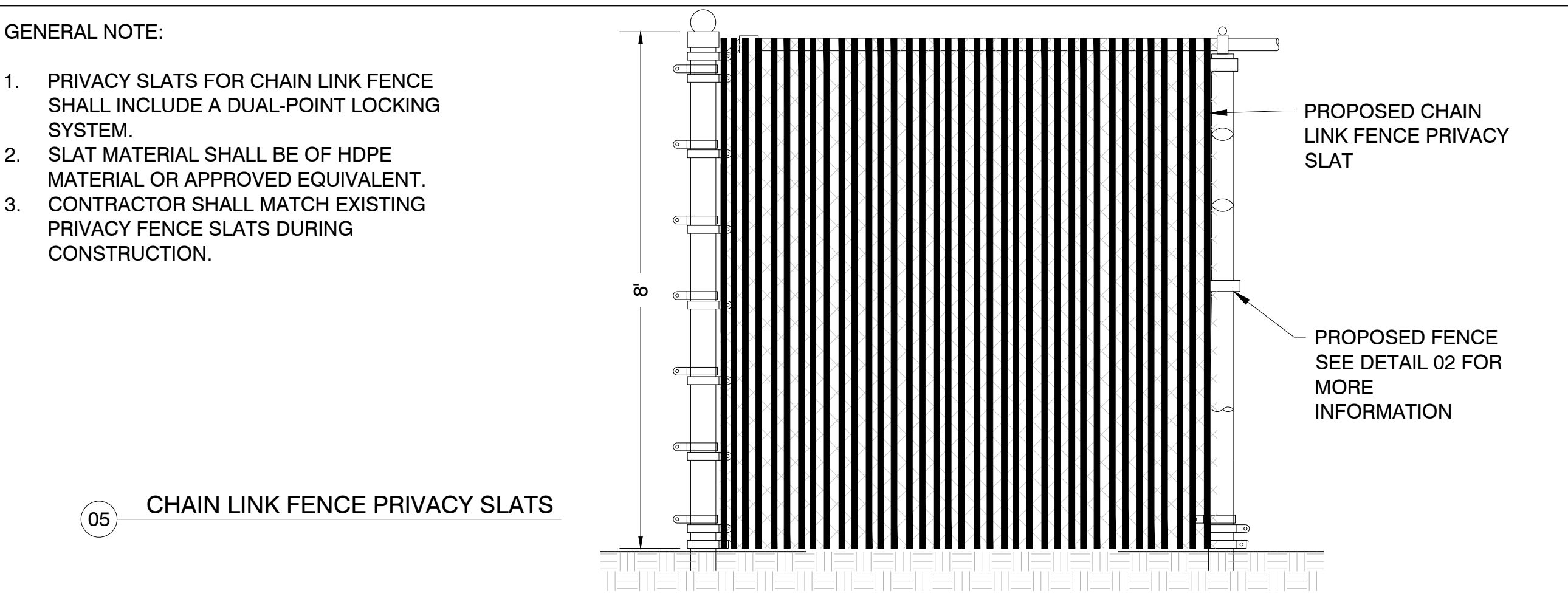
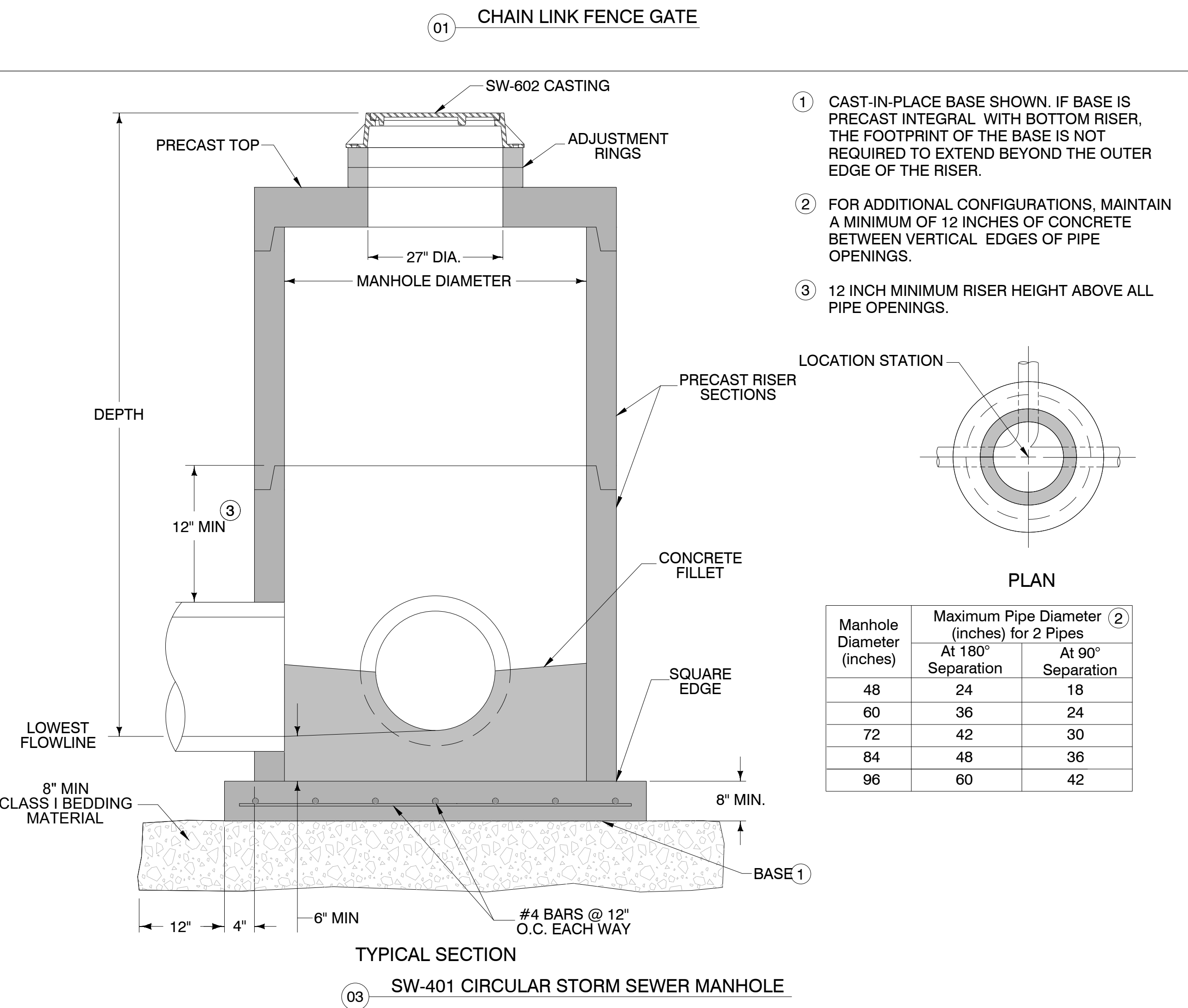
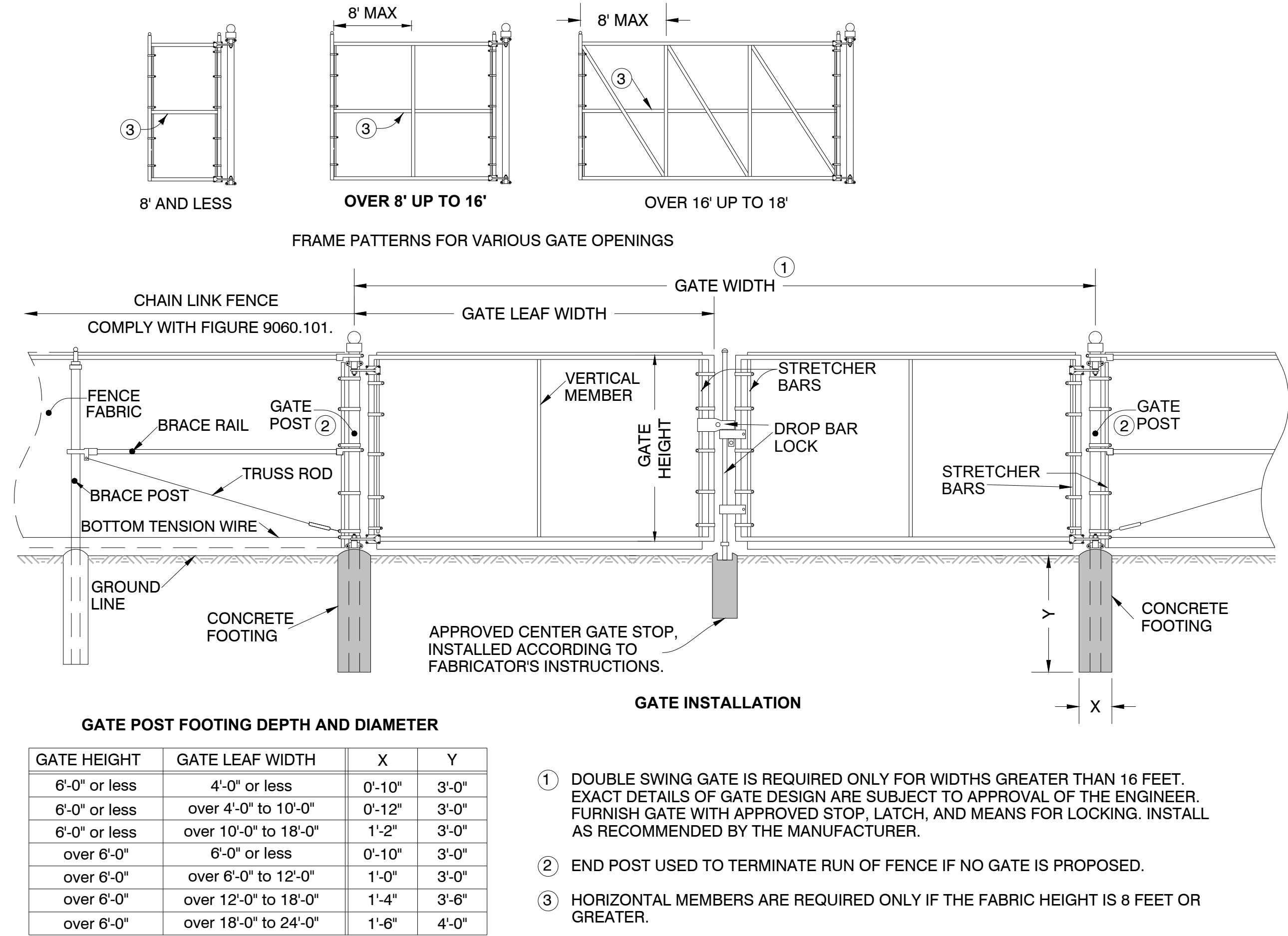
TYPICAL DETAILS

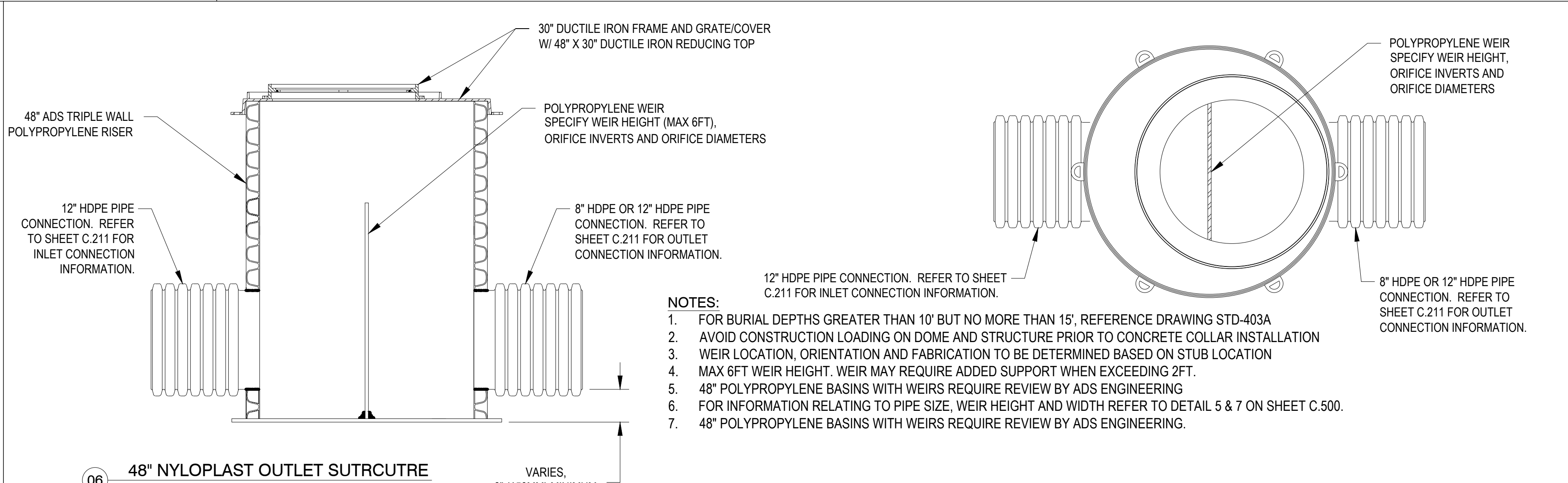
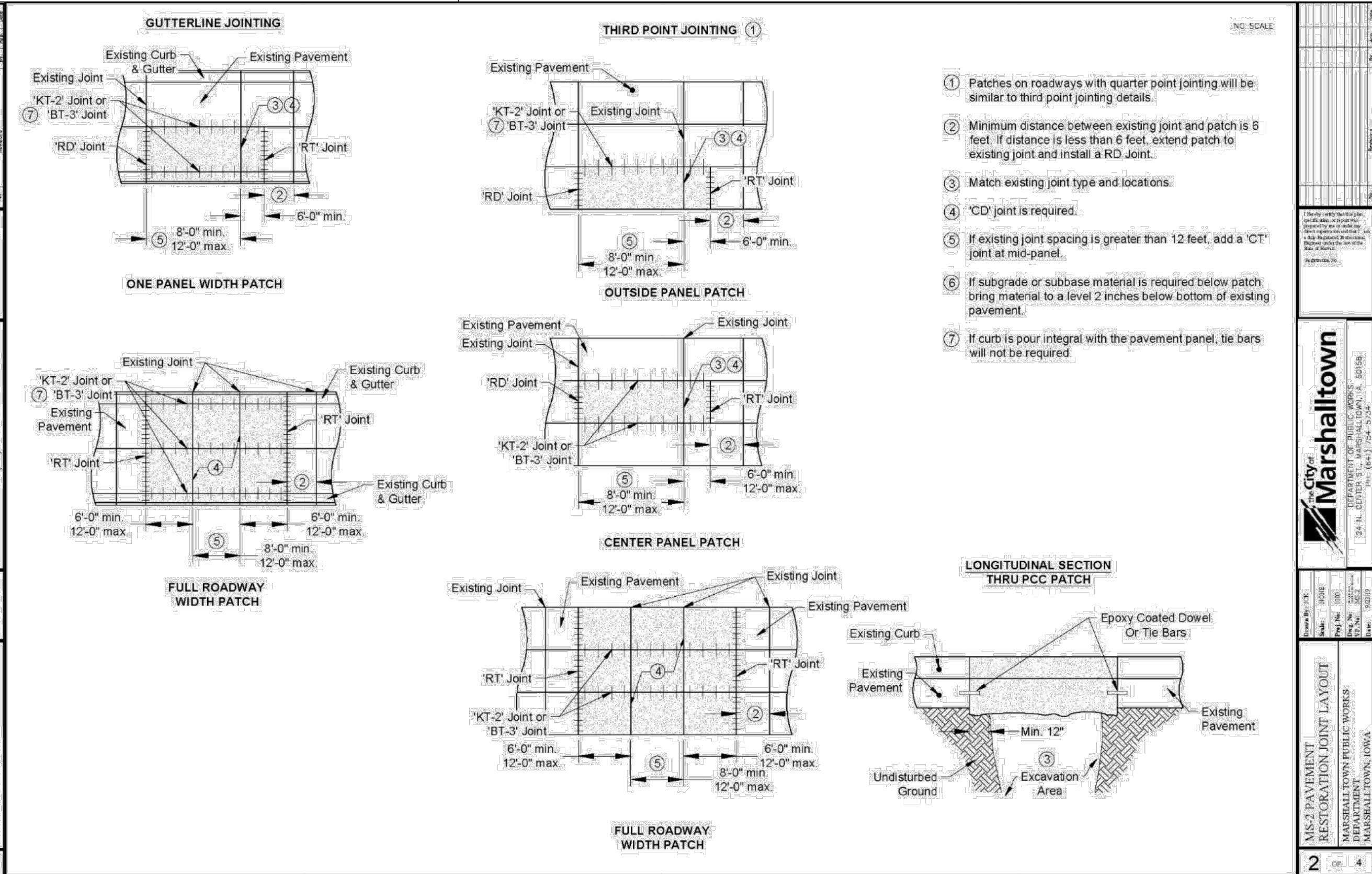
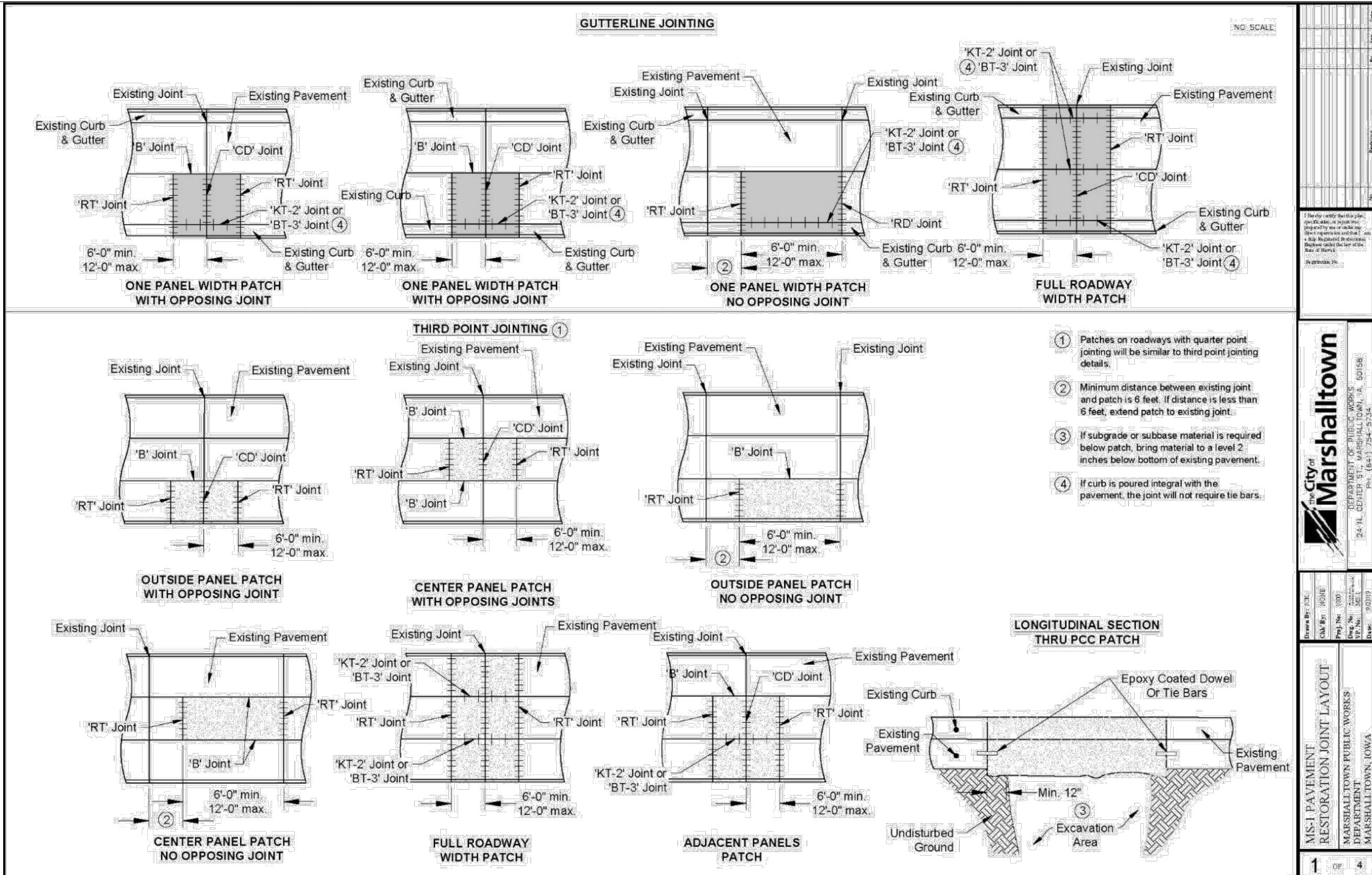
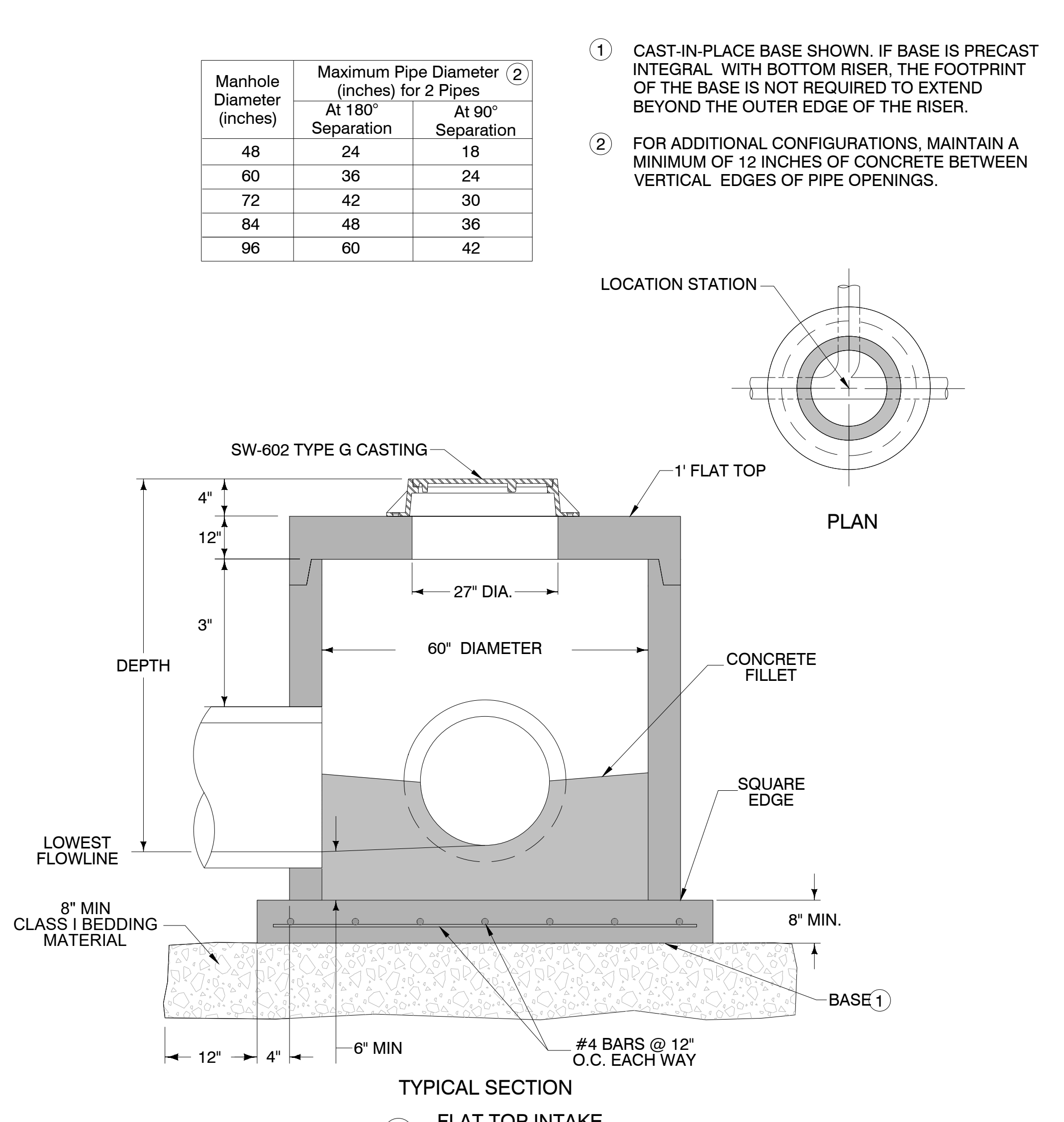
JBS DISTRIBUTION EXPANSION
MARSHALLTOWN, IOWA

Classsaddle Garber Associates, Inc.
18 East Main Street
Marshalltown, Iowa 50158
Ph 641-752-6701
www.cgiconsultants.com

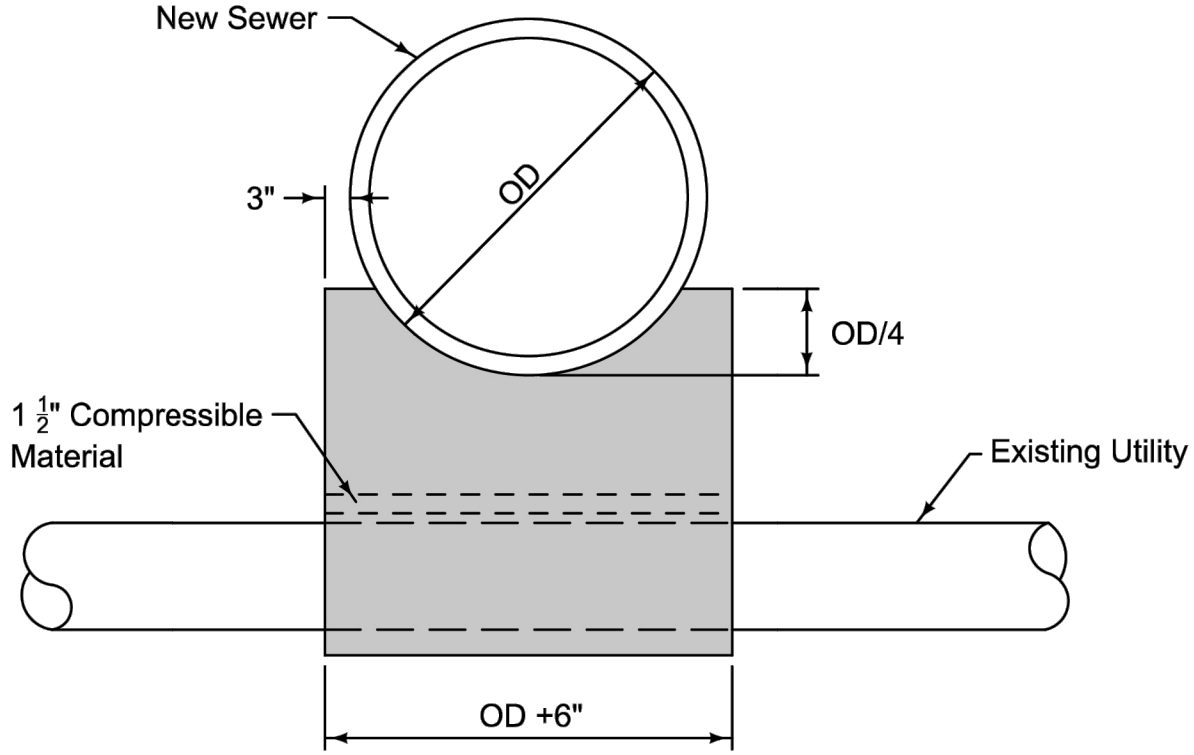
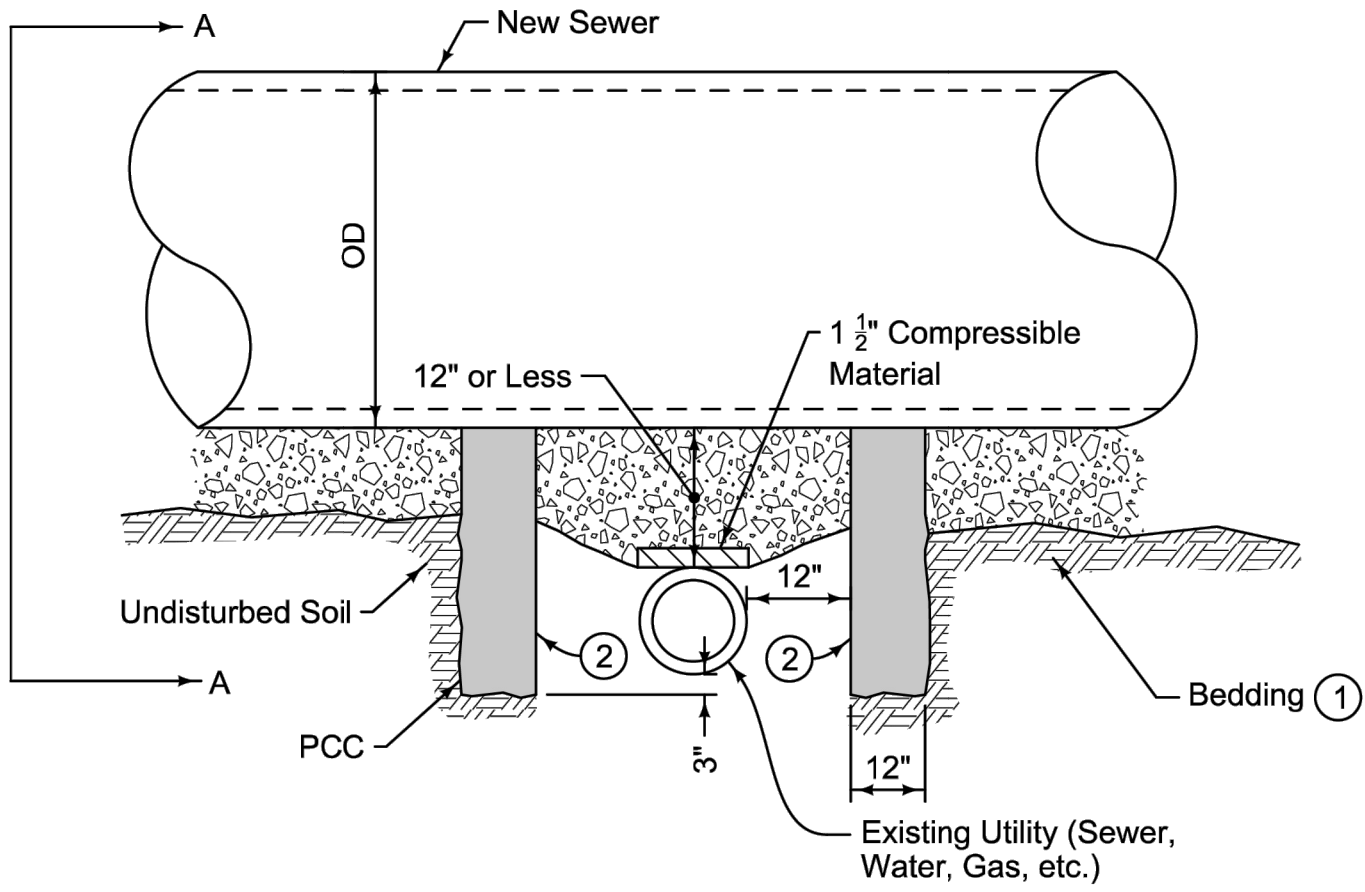
CCGA

PROJECT NO:
25-DS-0026
SHEET NO:
C.500





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01 CROSSING PIPE SUPPORT

	REVISION
	1 10-21-14
	3010.901
SHEET 1 of 1	
SUDAS Standard Specifications	
SEWER PIPE SUPPORT OVER EXISTING UTILITY LINE	

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.

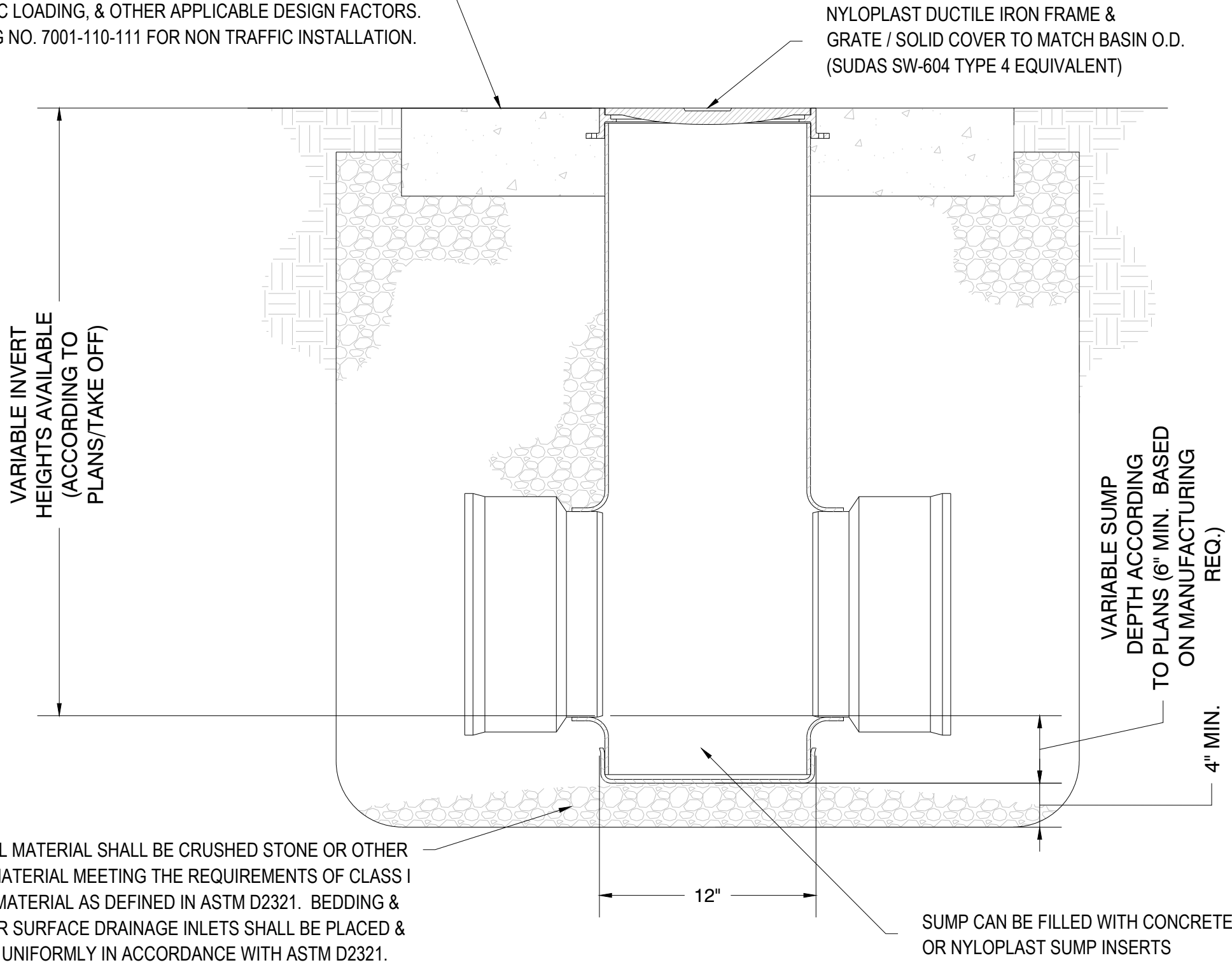
2 Form interior surface of footings. Keep the 12 inch utility clear zone free of concrete.

OD = Outside pipe diameter

- 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



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

JBS DISTRIBUTION EXPANSION
MARSHALLTOWN, IOWA

TYPICAL DETAILS

DESIGNED:	DATE:	NO.	REASON:	BY:	DATE:
DRAWN:	DATE:				
CHECKED:	DATE:				
APPROVED:	DATE:				

PROJECT NO.
25-DS-0026
SHEET NO.
1











**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 27, 2025
Re: Ordinance 15101 to Amend the Official Zoning Map for 915, 917, and 919 S Center Street from Medium Density Residential Zoning District to Mixed-Use Zoning District - 1st Reading

Strategic Plan Objective:

Strategy 1: Expand and improve development in the community.

Recommended:

The Planning and Zoning Commission recommends approval of Ordinance 15101 with the condition that any existing structure as of the date of adoption of this ordinance not be permitted to be used for non-residential land uses. This restriction would not apply to any structure constructed after adoption of this ordinance.

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 / City of Marshalltown
Property Owners: 24 N Center St
Marshalltown IA 50158

Michelle L Lawthers & Dean E Lawthers
614 Fremont St
Marshalltown IA 50158

Recommendation: The Planning and Zoning Commission recommends approval of Ordinance 15101 with the condition that any existing structure as of the date of adoption

of this ordinance not be permitted to be used for non-residential land uses. This restriction would not apply to any structure constructed after adoption of this ordinance.

Current Comprehensive Plan Future Land Use Designation, Current Zoning District & Current Usage:

Current Future Land Use Designation:

Low Density Residential

“Single-family detached and two-family residential development at a density of 4-6 units per acre.”

Current: Zoning:

RM, Medium Density Residential Zoning District

Current Usage:

Single-unit dwellings

Proposed Comprehensive Plan Future Land Use Designation, Proposed Zoning District & Proposed Usage:

Proposed Future Land Use Designation:

Mixed-Use

“Mixed office, retail and residential uses in neighborhood centers.”

Proposed Zoning:

MU, Mixed Use Zoning District

Proposed Usage:

Determination of intended usage in process. City has issued an RFP for proposals on the two city owned parcels. 917 S Center Street will remain single-unit dwelling at this time.

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 request complies with the applicable standards of this Zoning Ordinance, the City Code of Ordinances, and any applicable county, state, or federal requirements.**

The proposed comprehensive plan amendment and rezoning are compliant with all applicable local, state, and federal laws or administrative rules.

- 2. The request substantially conforms to any associated prior approval for the development, including, but not limited to, a special use permit, Master Development Plan, or Site Plan.**

The proposal does not conflict with any past approvals.

- 3. 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.

- 4. 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 includes the following policy relating to mixed use development:

“Land Use Goal 2, Policy 3: Consider mixed use alternatives in redevelopment of commercial sites to create a higher level of activity, community gathering spaces and appropriate residential land uses.”

The comprehensive plan also includes Anson Street between S 2nd Street and S 3rd Ave as a focus area. While the subject properties are not within the specific focus area they are immediately adjacent to this focus area. The parcels immediately to the north were identified as future mixed-use development. Therefore, the proposed rezoning would be consistent with adjacent planned future land uses.

- 5. 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.**

The proposed amendments promotes the following purposes of the zoning ordinance:

§ 156.A.002(D)(1) “Encouraging the most appropriate, efficient, and compatible use of land, buildings, and other structures throughout the city”

§ 156.A.002(D)(5) “Protecting property against blight and depreciation by facilitating reinvestment, redevelopment, and infill development”

§ 156.A.002(E)(1) “Promote contextually compatible redevelopment and infill development of vacant or underutilized properties”

§ 156.A.002(E)(2) “Enable and encourage efficient development patterns, including by-right mixed-use development”

6. 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.

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

Mixed use zoning would be compatible with adjacent residential zoning and adjacent commercial zoning. Depending upon the specific intended usage buffering may be required, but the parcels are sufficiently sized to accommodate buffering if needed.

8. 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, independently or combined, have sufficient area and dimensions to support redevelopment.

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

property.

The general vicinity of the area is an established neighborhood with limited vacant land for development. New development within this area will likely need to be redevelopment of existing developed parcels either through alteration of existing structures or demolition and new construction.

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

The two existing city parcels are in poor condition and in need of either significant reinvestment to return the houses to habitable status or alternatively demolished and redeveloped. The city has had interest in the city parcels for the purpose of commercial redevelopment and have solicited RFPs for these parcels. Additional information on intended usage of the city owned parcels should be available at the scheduled P&Z meeting.

11. 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.

This proposal includes an amendment to the comprehensive plan's future land use map. The change would be to switch the subject parcels from a current future land use designation of low density residential to that of mixed use.

See review criteria #4 for additional commentary.

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

The proposed zoning district would allow for a combination of residential and commercial land uses. Both use categories would be consistent with adjacent residential and commercial land uses.

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

The subject properties are located along an arterial roadway in which a transition to mixed-use development is suitable.

14. 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.

To the west, south, and east is existing residential uses, predominately single-unit dwellings. Zoning is RM, Medium Density Residential Zoning District.

To the north is commercial properties within the GC, general Commercial Zoning District.

15. 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 advertising the rezoning. 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. Ordinance 15101
2. Aerial Vicinity Map
3. 915, 917, 919 S Center St Future Land Use

ORDINANCE 15101

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP FOR 915, 917, AND 919 S CENTER STREET FROM MEDIUM DENSITY RESIDENTIAL ZONING DISTRICT TO MIXED-USE ZONING DISTRICT

WHEREAS, the City of Marshalltown is the owner of record for Lot Four of Church's subdivision of Lots One, Two, Three and Four, Block One, Wood's Third Addition to Marshall and starting at the NW corner of said Lot Four thence west 16', thence south 50', thence east 16' to the SW corner of said Lot Four of said subdivision, thence north to the beginning all in Wood's Third Addition to the Town of Marshall, Marshall County, Iowa, except that part deeded to the State of Iowa, as shown in warranty deed recorded in Micro-File No. 1466-1984-5; and,

WHEREAS, the Michelle L Lawthers and Dean E Lawthers are the owners of record Lot Five of Church's subdivision of Lots One, Two, Three and Four, Block One, Wood's Third Addition to Marshall, Marshall County, Iowa, and the North 50 feet of the South 112 feet 7 inches of the vacated 16 foot alley included in the original Block One of Wood's Third Addition to Marshall and lying West of Lot Five of the Original Block One of Wood's Third Addition to Marshall and West of Lots One, Two, Three, Four and Five of Church's subdivision of Lots One, Two, Three and Four of the Original Block One of Wood's Third Addition to Marshall, except real estate sold to the Iowa Department of Transportation in Micro-File No. 445-1984-5 filed July 26, 1984 in the office of the Recorder for Marshall County, Iowa

WHEREAS, the City of Marshalltown is the owner of record for Lot Five in Block One of Wood's Third Addition to the Town of Marshall, and starting at the NW corner of Lot Five, described herein, thence west 16', thence south 62'7", thence east 16' to corner of said Lot Five, thence north to beginning all in Wood's Third Addition to the Town of Marshall, Marshall County, Iowa; and,

WHEREAS, the City Council for the City of Marshalltown had initiated an official zoning map amendment, with the consent of the private land owners, and referred the proposed rezoning to the Planning and Zoning Commission for review and recommendation; and,

WHEREAS, certain conditions further restricting land uses within the area of the official zoning map amendment are justified to ensure suitability of existing structures within the rezoning area for permitted land uses; and,

WHEREAS, the owners 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 May 15th, 2025 and following a public hearing has made a recommendation to approve the official zoning map amendment; 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 MU, Mixed Use Zoning District:

Lot Four of Church's subdivision of Lots One, Two, Three and Four, Block One, Wood's Third Addition to Marshall and starting at the NW corner of said Lot Four thence west 16', thence south 50', thence east 16' to the SW corner of said Lot Four of said subdivision, thence north to the beginning all in Wood's Third Addition to the Town of Marshall, Marshall County, Iowa, except that part deeded to the State of Iowa, as shown in warranty deed recorded in Micro-File No. 1466-1984-5

AND

Lot Five of Church's subdivision of Lots One, Two, Three and Four, Block One, Wood's Third Addition to Marshall, Marshall County, Iowa, and the North 50 feet of the South 112 feet 7 inches of the vacated 16 foot alley included in the original Block One of Wood's Third Addition to Marshall and lying West of Lot Five of the Original Block One of Wood's Third Addition to Marshall and West of Lots One, Two, Three, Four and Five of Church's subdivision of Lots One, Two, Three and Four of the Original Block One of Wood's Third Addition to Marshall, except real estate sold to the Iowa Department of Transportation in Micro-File No. 445-1984-5 filed July 26, 1984 in the office of the Recorder for Marshall County, Iowa

AND

Lot Five in Block One of Wood's Third Addition to the Town of Marshall, and starting at the NW corner of Lot Five, described herein, thence west 16', thence south 62'7", thence east 16' to corner of said Lot Five, thence north to beginning all in Wood's Third 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.** Any structure within the area of the official zoning map amendment which exists as of the date of adoption of this ordinance shall be prohibited from being used for non-residential land uses. This restriction shall not be applicable to any structure constructed after adoption of this ordinance.

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 the following page.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

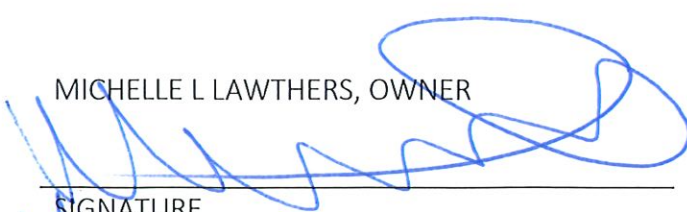
ATTEST:

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

MICHELLE L LAWTHERS, OWNER


SIGNATURE

Michelle L. Lawthers
PRINT NAME AND TITLE

On this ____ day of _____, 2025 before me, the undersigned, a notary in public in and for the State of Iowa, personally appeared _____, 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.

Notary Public in and for the State of Iowa

DEAN E LAWTHERS, OWNER


SIGNATURE

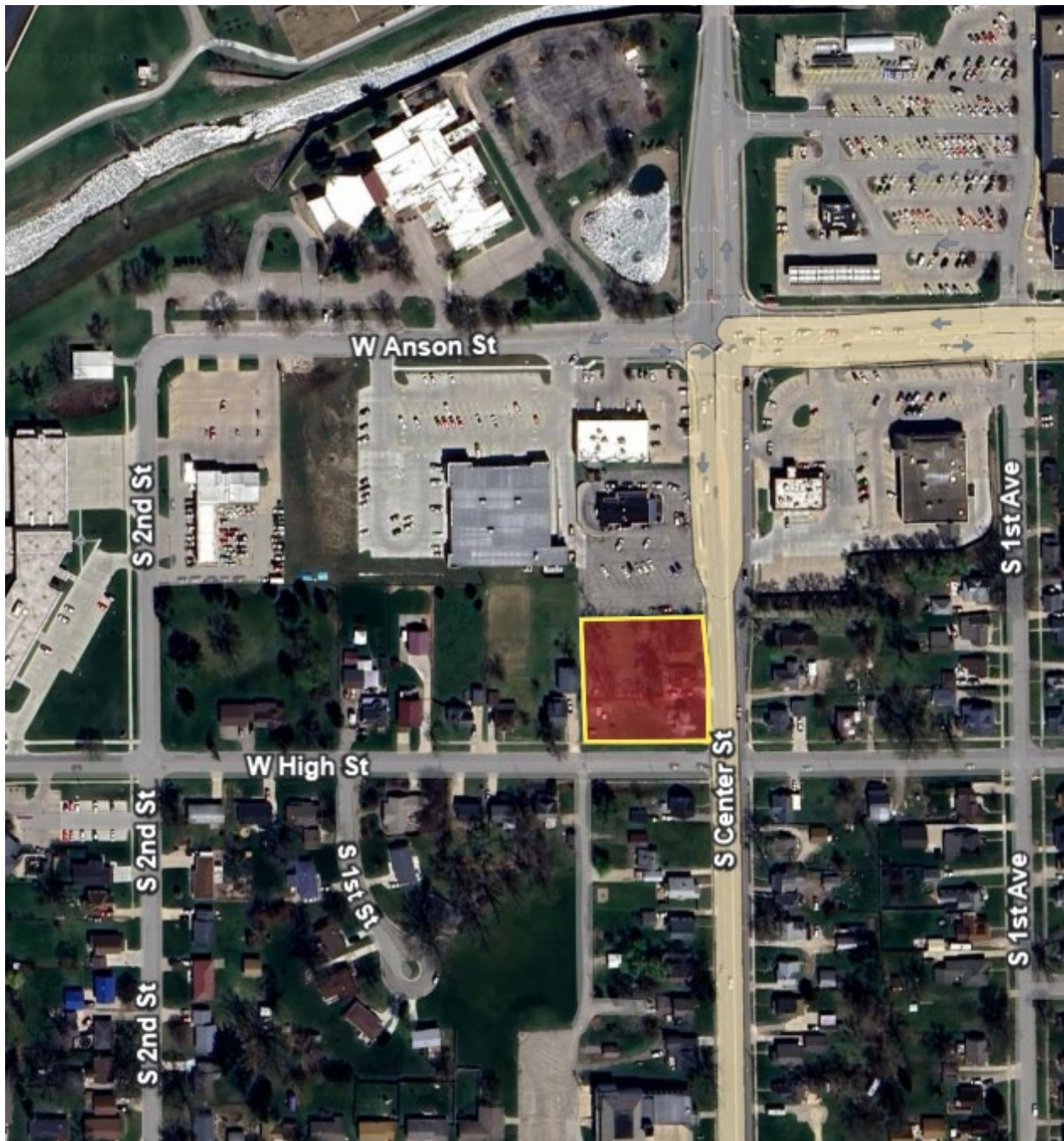
Dean E Lawthers
PRINT NAME AND TITLE

On this ____ day of _____, 2025 before me, the undersigned, a notary in public in and for the State of Iowa, personally appeared _____, 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.

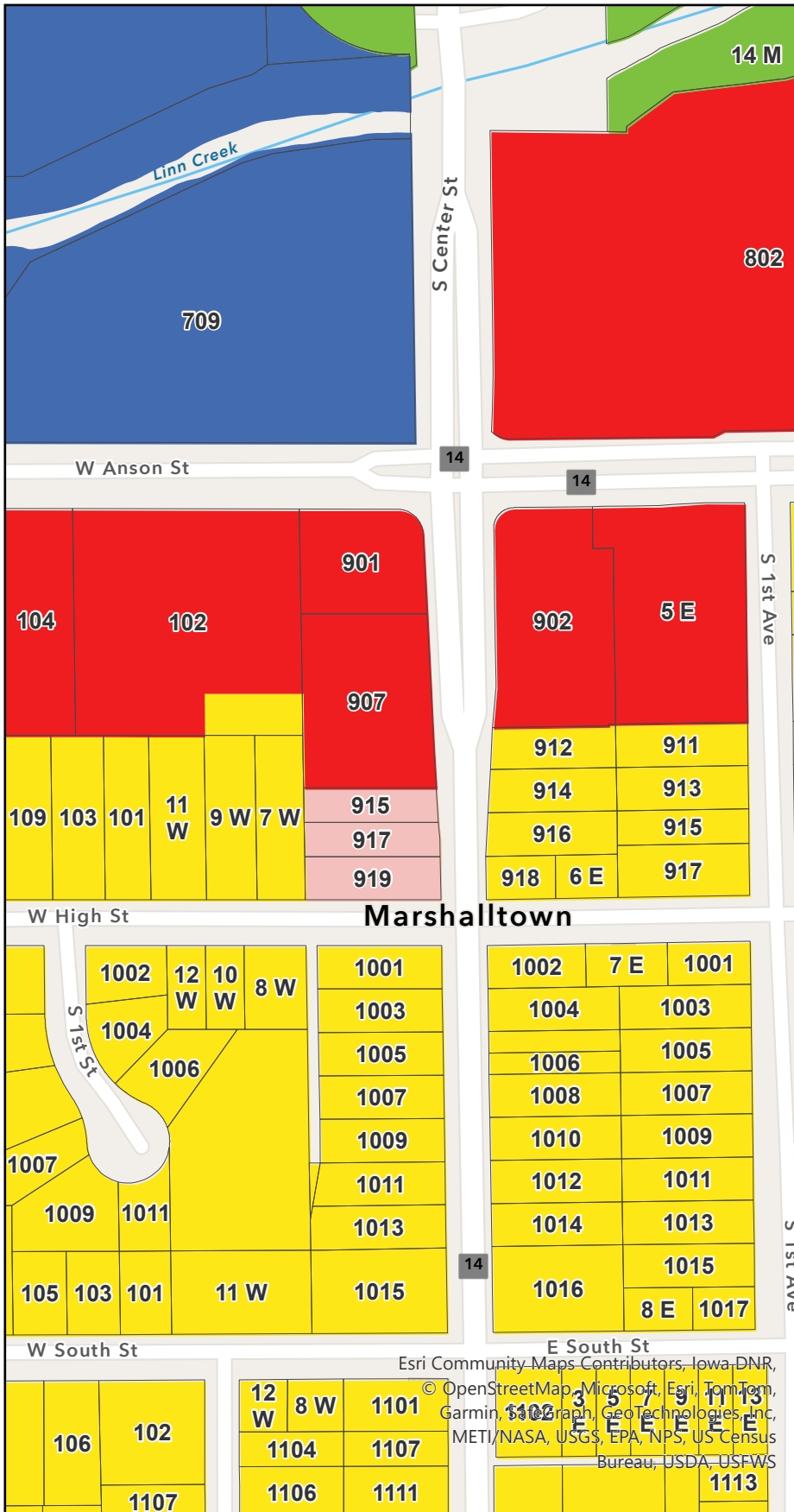
Notary Public in and for the State of Iowa

Aerial Vicinity Map

915, 917, 919 S Center St Rezoning



Marshalltown Future Land Use



Legend

- City Limits
- Main Street Historic District
- Parcels
- Future Land Use**
 - Rural Residential
 - Low Density Residential
 - Medium Density Residential
 - High Density Residential
 - Mobile Home Park
 - Medical
 - Commercial
 - Downtown Mixed Use
 - Mixed Use
 - Business Park
 - Light Industrial
 - Heavy Industrial
 - Public/Semi-Public
 - Cemetery
 - Park/Open Space
 - Golf Course
 - Railroad



0 87.5 175 350
US Feet



**MARSHALLTOWN
MORE THAN EVER**

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METI/NASA, USGS, EPA, NPS, US Census
Bureau, USDA, USFWS



**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 27, 2025
Re: Ordinance 15102 to Amend the Official Zoning Map for Lots 1, 2, 13, 14, 15, and 16, Block 1, Woods Addition to Marshall, Marshall County, Iowa and Lots 1, 2, 3, 4, and 5, Block 2, Woods Addition to Marshall, Marshall County, Iowa and Lots 11, 12, 13, 14, 15, 16, Block 3, Woods Addition to Marshall, Marshall County, Iowa from Medium Density Residential Zoning District to General Industrial Zoning District - 1st Reading

Strategic Plan Objective:

Strategy 1: Expand and improve development in the community.

Recommended:

The Planning and Zoning Commission recommends approval of Ordinance 15102 as drafted, which includes conditions pertaining to prohibited uses.

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 / Marshalltown Company
Property Owner: POB 738
Marshalltown IA 50158

Recommendation: The Planning and Zoning Commission recommends approval of a comprehensive plan future land use map amendment for approximately 2.06 acres to the land use classification of light industrial.

The Planning and Zoning Commission recommends approval of Ordinance

15102 as drafted, which includes conditions pertaining to prohibited uses.

**Current
Comprehensive
Plan Future Land
Use Designation,
Current Zoning
District & Current
Usage:**

Current Future Land Use Designation:

Commercial

“General commercial and businesses such as restaurants, retail, office, hotels, banks, etc.”

Heavy Industrial

“Industrial related businesses including manufacturing, warehousing, automotive, trucking, rail, office and other related industrial uses.”

Low Density Residential

“Single-family detached and two-family residential development at a density of 4-6 units per acre.”

Current: Zoning:

RM, Medium Density Residential Zoning District

Current Usage:

Off-street parking facilities, single-unit dwellings, and vacant residential parcels

**Proposed
Comprehensive
Plan Future Land
Use Designation,
Proposed Zoning
District &
Proposed Usage:**

Proposed Future Land Use Designation:

Light Industrial

“Industrial businesses that are cleaner and less intense, with more office and showroom, clean manufacturing or processing, less trucking, warehousing or heavy manufacturing.”

Proposed Zoning:

GI, General Industrial Zoning District With Conditions

Proposed Usage:

Off-street parking 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 request complies with the applicable standards of this Zoning**

Ordinance, the City Code of Ordinances, and any applicable county, state, or federal requirements.

The proposed rezoning complies with applicable local, state, and federal laws or administrative rules.

- 2. The request substantially conforms to any associated prior approval for the development, including, but not limited to, a special use permit, Master Development Plan, or Site Plan.**

The proposed rezoning does not conflict with past approvals for the subject properties.

- 3. The administrative body has considered the recommendation of staff.**

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

- 4. 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 request includes an amendment to the comprehensive plan's future land use map. Because the proposed usage of the site is off-street parking facilities to support light industrial land usage the proposal includes amending the future land use map of the subject properties to the land use category of light industrial.

Provided the city also adopts the comprehensive plan amendment the rezoning will be in compliance with the comprehensive plan.

- 5. 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.”

6. 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.

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

Proposed parking facility construction and expansion will be required to comply with applicable design standards of the zoning code. Furthermore, the proposed conditions on the rezoning to prohibit certain land uses will support compatibility with existing adjacent residential land uses.

8. 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 are of sufficient size and dimension to allow for construction of the proposed improvements along with applicable buffering standards.

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

property.

The Marshalltown Company main campus is within an established neighborhood with limited vacant land for expansion. The company is in the process of several facility expansions which will utilize existing vacant land. Due to the limited vacant land being used for facility expansion the property owner has had to look towards acquisition of parcels in the vicinity to accommodate off-street parking requirements. This will require rezoning to be compliant with the zoning ordinance.

10. 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.

11. 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 #4 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, Marshalltown Company. This expansion will increase the local tax base and support local employment opportunities.

12. 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 compatibility of permitted land uses within the rezoned area with those of the existing adjacent residential uses and residential zoned areas.

The complete list of prohibited uses is included within the draft ordinance. The property owners have agreed to these conditions in writing prior to close of a public hearing at city council.

13. 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 off-street parking facilities. Initial staff review indicates that the subject properties are suitable for the intended development.

14. 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.

Generally, to the west of the proposed rezoning area, the surrounding area is composed of an established residential neighborhood. East of S 8th Avenue is presently used for industrial development, mainly Marshalltown Company's main campus.

15. 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 advertising the rezoning.

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. Ordinance 15102
2. AERIAL VICINITY MAP
3. Future Land Use Map Amendment

ORDINANCE 15102

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP FOR LOTS 1, 2, 13, 14, 15, AND 16, BLOCK 1, WOODS ADDITION TO MARSHALL, MARSHALL COUNTY, IOWA AND LOTS 1, 2, 3, 4, AND 5, BLOCK 2, WOODS ADDITION TO MARSHALL, MARSHALL COUNTY, IOWA AND LOTS 11, 12, 13, 14, 15, AND 16, BLOCK 3, WOODS ADDITION TO MARSHALL, MARSHALL COUNTY, IOWA FROM MEDIUM DENSITY RESIDENTIAL ZONING DISTRICT TO GENERAL INDUSTRIAL ZONING DISTRICT

WHEREAS, the owner of record for Lots 1, 2, 13, 14, 15, and 16, Block 1, Woods Addition to Marshall, Marshall County, Iowa and Lots 1, 2, 3, 4, and 5, Block 2, Woods Addition to Marshall, Marshall County, Iowa and Lots 11, 12, 13, 14, 15, and 16, Block 3, Woods Addition to Marshall, Marshall County, Iowa has 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 compatibility of development with existing adjacent residential development; 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 May 15th, 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 1, 2, 13, 14, 15, and 16, Block 1, Woods Addition to Marshall, Marshall County, Iowa

AND

Lots 1, 2, 3, 4, and 5, Block 2, Woods Addition to Marshall, Marshall County, Iowa

AND

Lots 11, 12, 13, 14, 15, and 16, Block 3, Woods Addition to 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
8. All Waste-Related Service Uses, Excluding Recycling Facility 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

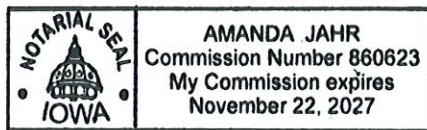
MARSHALLTOWN COMPANY

Joseph T. Carter
SIGNATURE

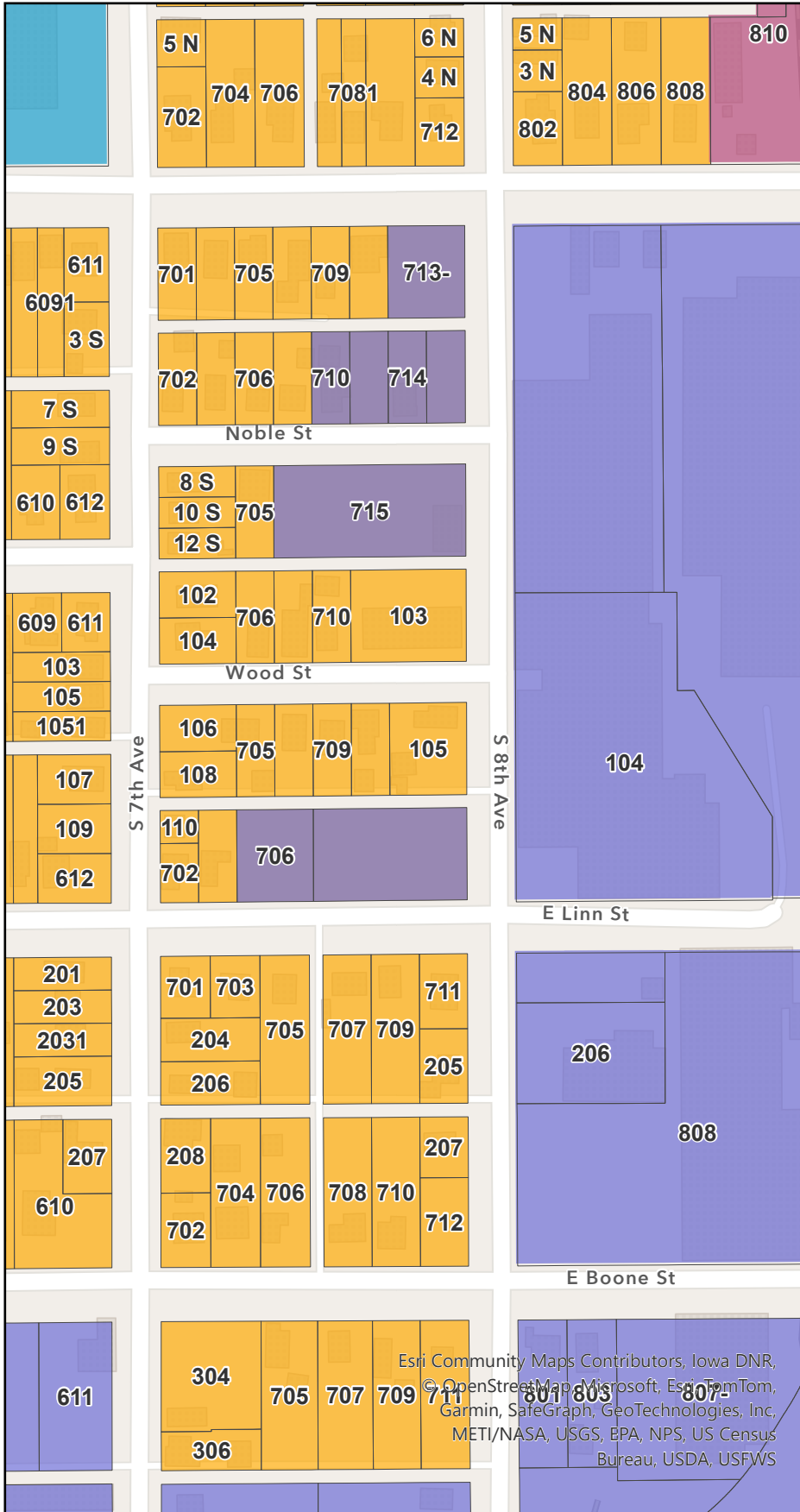
JOSEPH T. CARTER, PRESIDENT & CEO
PRINT NAME AND TITLE

On this 29th day of April, 2025 before me, the undersigned, a notary in public in and for the State of Iowa, personally appeared JOSEPH T. CARTER, 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.

Amanda Jahr
Notary Public in and for the State of Iowa



Marshalltown Zoning



Legend

- ## Zoning Districts
- | | |
|---|---------------------------------|
|  | Parcels |
|  | 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) |
|  | Parcels |



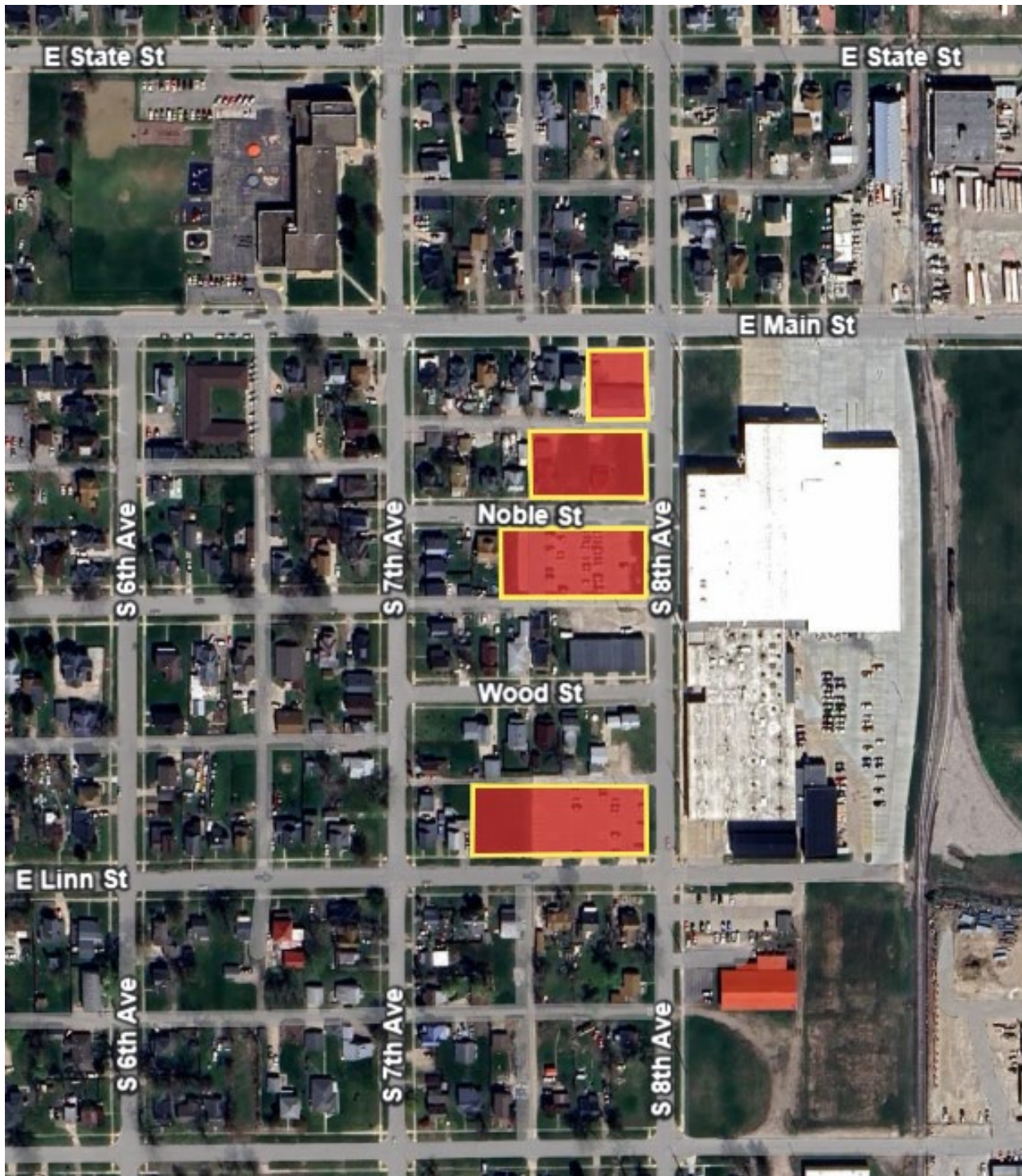
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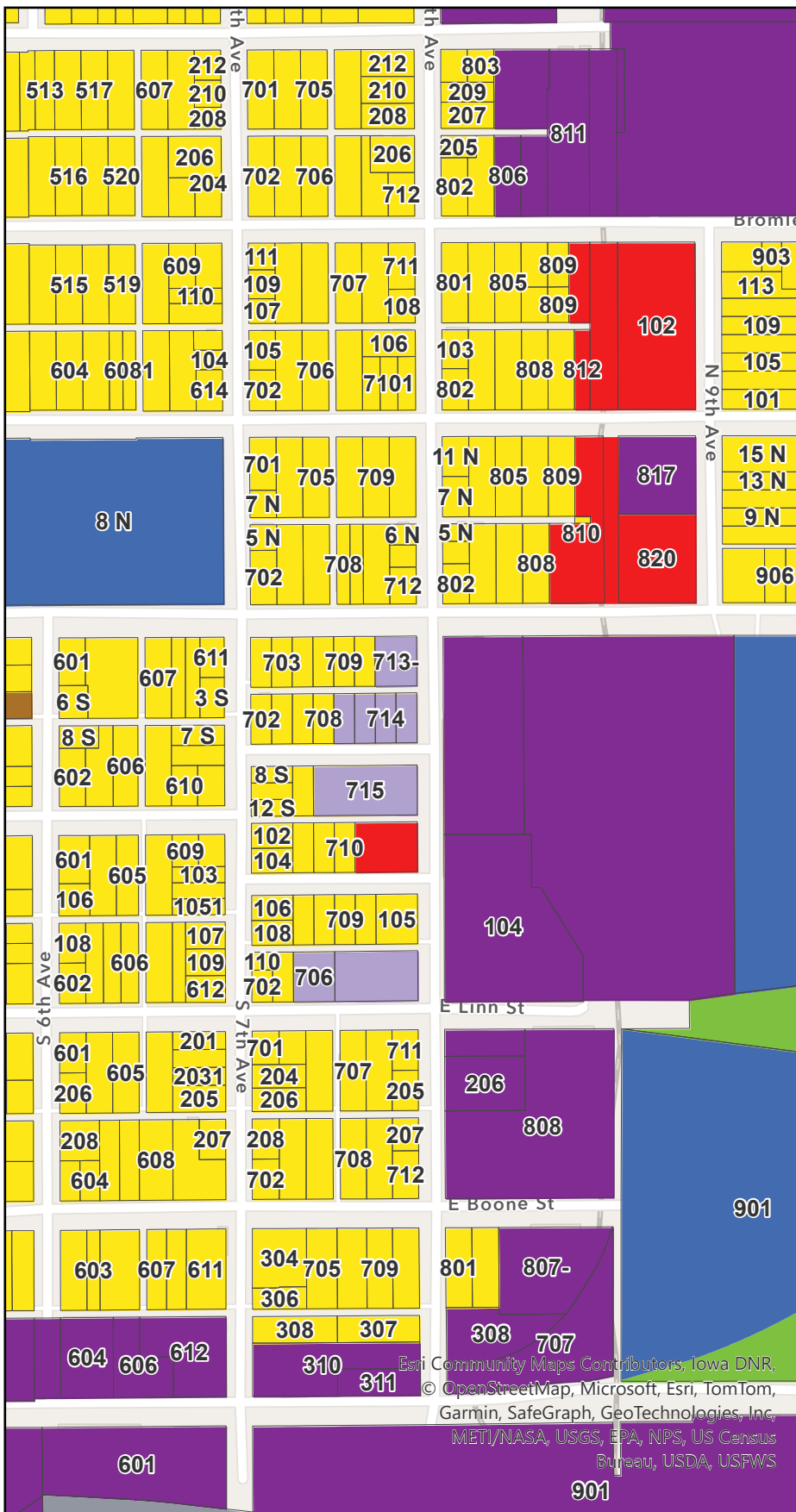
**MARSHALLTOWN
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AERIAL VICINITY MAP

ORDINANCE 150102

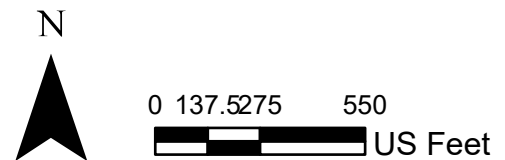


Marshalltown Future Land Use



Legend

- Main Street Historic District
- Parcels
- Future Land Use**
- Rural Residential
- Low Density Residential
- Medium Density Residential
- High Density Residential
- Mobile Home Park
- Medical
- Commercial
- Downtown Mixed Use
- Mixed Use
- Business Park
- Light Industrial
- Heavy Industrial
- Public/Semi-Public
- Cemetery
- Park/Open Space
- Golf Course
- Railroad



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Bureau, USDA, USFWS



**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 27, 2025
Re: Ordinance 15103 to Amend the Code of Ordinances, City of Marshalltown, Iowa, Chapter 156: Zoning, Self-Service Storage - Mini-Warehouse - 1st Reading

Strategic Plan Objective:

Strategy 1: Expand and improve development in the community.

Strategy 3: Continually improve and sustain the City's infrastructure, organization, and services.

Recommended:

The Planning and Zoning Commission recommends approval of Ordinance 15103 as drafted.

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: Shops at Marshalltown LLC
4300 Sigma Rd STE 100
Dallas TX 75244

Recommendation: **The Planning and Zoning Commission recommends approval of Ordinance 15103 as drafted.**

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

1. **The request complies with the applicable standards of this Zoning Ordinance, the City Code of Ordinances, and any applicable county,**

state, or federal requirements.

The request does not conflict with any known local, state, or federal law or administrative rule.

- 2. The request substantially conforms to any associated prior approval for the development, including, but not limited to, a special use permit, Master Development Plan, or Site Plan.**

The zoning text amendment will not conflict with any known previously approved special use permits, master development plan's, or site plan's.

- 3. The administrative body has considered the recommendation of staff.**

Staff recommends approval of the draft Ordinance 15103.

- 4. 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 does not explicitly address mini-warehouse land uses. In the opinion of staff, this amendment would not impair implementation of the comprehensive plan.

- 5. 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.**

In the opinion of staff this zoning text amendment promotes the purpose of the zoning ordinance. Specifically, § 156.A.002(F)(1) "Establish transparent regulations and review procedures for development, the duties and powers of responsible administrative bodies, and reasonable penalties and enforcement mechanisms for violations of this Zoning Ordinance."

- 6. The proposed amendment helps to mitigate adverse impacts of the use and development of land on the natural or built environments, including, but not limited to, mobility, air quality, water quality, noise levels, stormwater management, wildlife protection, and vegetation; or will be neutral with respect to these issues;**

This amendment would not result in adverse impacts to mobility, air quality, water quality, noise levels, stormwater management, wildlife protection, and vegetation.

- 7. The proposed amendment is necessary to address a changing condition that was not anticipated in the Comprehensive Plan or this Zoning Ordinance; and**

This amendment has been requested by the new ownership of the Marshalltown Mall. They are seeking to utilize mini-warehouse usage on the east side of the existing building (the side not facing HWY 14). Mall ownership has indicated to staff that the east side of the building lacks quality visibility from the primary road and therefore leasing for commercial usage is difficult, whereas mini-warehouse is less tied to visibility from a roadway.

- 8. The proposed amendment advances the strategic objectives of the City Council, such as fiscal responsibility, efficient use of infrastructure and public services, and other articulated city objectives.**

The proposed amendment would advance the city council's strategic plan strategy #1 "Expand and improve development in the community."

Attachments:

1. Ordinance 15103

ORDINANCE 15103

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA, CHAPTER 156: ZONING, SELF-SERVICE STORAGE - MINI-WAREHOUSE

WHEREAS, the City Council of the City of Marshalltown, Iowa, has adopted Chapter 156 (Zoning); and

WHEREAS, the City Council has received a petition to amend Chapter 156 relating to allowing self-service storage – mini-warehouse by special use permit within the GC, General Commercial Zoning District; and

WHEREAS, the City Council finds the following amendments to Chapter 156 to be in the best interest of the City and the public in general.

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

Section 1. Amendment. The Mini-Warehouse land use within the Self-Service Storage use category within Table 156.C.003-1 shall be amended to read as follows:

Table 156.C.003-1, Use Table																	
Use Category	Specific Use ¹	Cv = Conventional Cl = Cluster In = Infill	Residential								Mixed- Use		Nonresidential				Standards
			AG	RR	RL		RM		RH		MU	UC	GC	PI	REC	GI	
					Cv	Cl	Cv	In	Cv	In							
Residential																	
Self-Service Storage	Mini-Warehouse		--	--	--	--	--	--	--	--	--	--	S	--	--	P	156.C.005(F)(3)

Section 2. Amendment. A new Section 156.C.005(F)(3) shall be added and shall read as follows:

(3) Self-Service Storage – Mini-Warehouse

- Applicability: These special use standards for self-service storage – mini-warehouse shall apply to this use when located within the GC, General Commercial Zoning District.
- Location: The self-service storage – mini-warehouse land use category shall not be permitted to be located in the any location which is visible from any existing road or planned road which is classified as major or minor arterial on the city's adopted comprehensive plan.
- Storage Unit Access: Individual storage units shall only be permitted to be accessed internally of a building.
- Outdoor storage shall be prohibited.

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.

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



**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 27, 2025
Re: Ordinance 15104 to Amend the Code of Ordinances, City of Marshalltown, Iowa, Chapter 156: Zoning, Accessory Dwelling Units, Board of Adjustment Procedures, and Residential Building Materials - 1st Reading

Strategic Plan Objective:

Strategy 3: Continually improve and sustain the City's infrastructure, organization, and services.

Recommended:

The Planning and Zoning Commission recommends approval of Ordinance 15104 as drafted.

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: City of Marshalltown
24 N Center Street
Marshalltown IA 50158

Recommendation: Staff recommends approval and provides the following motion for the commission's consideration:

The Planning and Zoning Commission recommends approval of Ordinance 15104 as drafted.

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

- 1. The request complies with the applicable standards of this Zoning Ordinance, the City Code of Ordinances, and any applicable county, state, or federal requirements.**

The request does not conflict with any known local, state, or federal law or administrative rule. In fact, this amendment is intended to ensure compliance of local zoning regulations with those regulations of the State of Iowa.

Attached are redline versions for the applicable amendments.

- 2. The request substantially conforms to any associated prior approval for the development, including, but not limited to, a special use permit, Master Development Plan, or Site Plan.**

The zoning text amendment will not conflict with any known previously approved special use permits, master development plan's, or site plan's.

- 3. The administrative body has considered the recommendation of staff.**

Staff recommends approval of the draft Ordinance 15104.

- 4. 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 does address design standards for new development, but the requirements as established by the State of Iowa would override any local regulation regarding building materials on 12 unit or less residential buildings.

The comprehensive plan only addresses accessory dwelling units with the following statement, "Explore the development of affordable housing zoning changes that can increase the availability of affordable housing including adding provisions for accessory dwelling units."

The comprehensive plan does not explicitly address Board of Adjustment

powers, this amendment would not impair implementation of the comprehensive plan.

- 5. 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.**

In the opinion of staff this zoning text amendment promotes the purpose of the zoning ordinance. Specifically, § 156.A.002(F)(1) “Establish transparent regulations and review procedures for development, the duties and powers of responsible administrative bodies, and reasonable penalties and enforcement mechanisms for violations of this Zoning Ordinance.”

- 6. The proposed amendment helps to mitigate adverse impacts of the use and development of land on the natural or built environments, including, but not limited to, mobility, air quality, water quality, noise levels, stormwater management, wildlife protection, and vegetation; or will be neutral with respect to these issues;**

This amendment would not result in adverse impacts to mobility, air quality, water quality, noise levels, stormwater management, wildlife protection, and vegetation.

- 7. The proposed amendment is necessary to address a changing condition that was not anticipated in the Comprehensive Plan or this Zoning Ordinance; and**

These amendments are intended to address legislative changes at the state level which were not in place at the time of adoption of the comprehensive plan.

- 8. The proposed amendment advances the strategic objectives of the City Council, such as fiscal responsibility, efficient use of infrastructure and public services, and other articulated city objectives.**

The proposed amendment would advance the city council’s strategic plan strategy #3 “Continually improve and sustain the City’s infrastructure,

organization, and services.”

Attachments:

1. Ordinance 15104
2. Redline Changes - Residential Building Materials
3. Redline Changes - Accessory Dwelling Units
4. Redline Changes - Board of Adjustment
5. House File 2388
6. Senate File 592
7. House File 652

ORDINANCE 15104

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA, CHAPTER 156, ZONING - RESIDENTIAL BUILDING MATERIALS, ACCESSORY DWELLING UNITS, AND BOARD OF ADJUSTMENT POWERS AND PROCEDURES

WHEREAS, the City Council of the City of Marshalltown, Iowa, has adopted Chapter 156 (Zoning); and

WHEREAS, in 2024 the legislature for the State of Iowa, with approval of the Governor of the State of Iowa, approved House File (HF) 2388, An act relating to the regulation of styles and materials used for residential building exteriors; and

WHEREAS, in 2025 the legislature for the State of Iowa, with approval of the Governor of the State of Iowa, approved Senate File (SF) 592, An act relating to county and city regulation of accessory dwelling units; and

WHEREAS, in 2025 the legislature for the State of Iowa, with approval of the Governor of the State of Iowa, approved House File (HF) 652, An act concerning county and city regulation of real property and the powers granted to a Board of Adjustment; and

WHEREAS, the City Council finds the following amendments to Chapter 156 to be in the best interest of the City and the public in general.

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

Section 1. Amendment. §156.D.002(C) shall be amended to read as follows:

(C) The following materials shall not be used as exterior finish materials. This regulation shall not apply to residential buildings containing twelve or less residential dwelling units.

Section 2. Amendment. §156.D.002(F)(2) shall be amended to read as follows:

(2) Corrugated galvanized steel panels shall not be used. This regulation shall not apply to residential buildings containing twelve or less residential dwelling units.

Section 3. Amendment. §156.D.005(B)(1) is hereby repealed in its entirety.

Section 4. Amendment. §156.D.005(B)(2) shall be amended to read as follows:

(2) Street elevation(s).

(a) Street-facing building facades must use vertical modulation, such as recesses and projections, and horizontal modulation and fenestration to break up wall planes and to

clearly distinguish individual dwelling units. The building facades, materials, or colors must substantially vary so no three units are the same. (See illustrative examples in Figure 156.D.005-1, Illustrative Application of Building Design Standards.)

(b) A townhouse community with three or more buildings must substantially vary the buildings in heights, dispositions, scales (number of units), materials, or colors.

Section 5. Amendment. §156.D.005(D) is hereby repealed in its entirety.

Section 6. Amendment. §156.D.006(D) shall be amended to read as follows:

(D) Awnings. Awnings, where installed, shall be constructed with fabric or metal coverings. Plastic coverings are prohibited. This regulation shall not apply to residential buildings containing twelve or less residential dwelling units.

Section 7. Amendment. §156.D.006(K) shall be amended to read as follows:

(K) Building variation and articulation. An apartment community with three or more buildings must substantially vary the buildings in heights, dispositions, scales (number of units), materials, or colors.

Section 8. Amendment. The Dwelling, Accessory land use within the Household Living land use category within Table 156.C.003-1 shall be amended to read as follows:

Table 156.C.003-1, Use Table																	
Use Categor y	Specifi c Use ¹	Cv = Conventiona l CI = Cluster In = Infill	Residential								Mixed- Use		Nonresidential				Standards
			AG	RR	RL		RM		RH		MU	UC	GC	PI	REC	GI	
					Cv	CI	Cv	In	Cv	In							
Residential																	
Household Living	Dwelling, Accessory		P	P	P	P	P	P	P	P	P	P	--	--	--	--	156.C.007. F

Section 9. Amendment. Section 156.C.007(E) shall be amended to read as follows:

(E) Residential accessory uses and structures. Residential accessory uses and structures include sheds for the storage of household items and equipment, garages, pergolas, and similar structures. Except as provided in the standards of this division, the following standards shall apply to residential accessory uses and structures:”

Section 10. Amendment. Section 156.C.007(F) is shall be deleted in its entirety and replaced with the following text:

(F) Dwelling, Accessory (ADUs)

- (a) Accessory dwelling units shall be permitted as an accessory use to the dwelling, single-family detached use category in the following zoning districts; Agriculture (AG), Rural Residential (RR), Low Density Residential (RL), Medium Density Residential (RM), High Density Residential (RH) and Mixed-Use (MU).
- (b) Accessory dwelling units shall be permitted as an accessory use to the dwelling, single-family attached use category in the following zoning districts; Low Density Residential (RL), Medium Density Residential (RM), High Density Residential (RH), Mixed-Use (MU), and Urban Core (UC).
- (c) Accessory dwelling units may be either an integrated ADU or a detached ADU.
- (d) Maximum floor area of the ADU.
 - a. Standard. An accessory dwelling unit shall not exceed one thousand square feet or fifty percent of the size of the single-family residence, whichever is larger.
 - b. Measurement. The floor area is measured as the area within the ADU itself and does not include areas of an accessory building that are used for other purposes, such as a detached garage or a workshop that is not incorporated into the ADU.
- (e) Setbacks: An ADU shall adhere to the same setback standards as a single-family attached or detached residence for the zoning district in which the ADU is to be located.
- (f) Prohibited locations. ADUs may not be established within structures that do not have a permanent foundation.
- (g) If a manufactured home as defined in section 435.1, subsection 3, of the Iowa Code or a mobile home as defined in section 435.1, subsection 5, of the Iowa Code is used as an accessory dwelling unit, the manufactured home or mobile home shall be converted to real property by being placed on a permanent foundation and assessed for real estate taxes pursuant to section 435.26 of the Iowa Code.
- (h) Utility Lines: If full utility access that includes a separate metering system for billing purposes cannot be provided to the accessory dwelling unit, then new or separate utility lines may be required at the discretion of the zoning administrator.

Section 11. Amendment. The Accessory Dwelling Unit subtype within the Residential Accessory Uses land use category within Table 156.E.004 shall be amended to read as follows:

Table 156.E.004				
Minimum and Maximum Parking				
SF = Square Feet GFA = Gross Floor Area -- = No Minimum or No Maximum, as applicable				
Use Category		Subtype	Minimum Spaces	Maximum Spaces
Residential Uses	Accessory	Accessory Dwelling Unit	--	--

Section 12. Amendment. A new Section 156.I.003(G)(3) shall be added and shall read as follows:

(3) Variances (General). To authorize upon appeal in specific cases such variance from the terms of an ordinance as will not be contrary to the public interest, where owing to special conditions a literal enforcement of the provisions of the ordinance will result in unnecessary hardship, and so that the spirit of the ordinance shall be observed and substantial justice done.

Section 13. Amendment. A new Section 156.I.003(G)(4) shall be added and shall read as follows:

(4) Variances (Area, Dimensional, Numeric). To authorize on appeal, in specific cases, such variance from the terms of an ordinance with respect to the area, dimensional, or other numerical limitations as will not be contrary to the public interest, where owing to special conditions a literal enforcement of the provisions of the ordinance will result in practical difficulties to the property owner in making a beneficial use of the property allowed by the zoning ordinance, and so that the spirit of the ordinance shall be observed and substantial justice done.

Section 14. Amendment. A new Section 156.I.003(G)(5) shall be added and shall read as follows:

(5) Special Use Permits. To authorize a new special use to be established or for an existing special use to intensify, expand, or convert to another special use.

Section 15. Amendment. Section 156.J.004.10(C)(b)2 shall be reorganized within the zoning ordinance to be located within the Quasi-Judicial Review Procedures in a new Section 156.J.005.4 and shall be amended to read as follows:

4. A determination that failure to grant the variance would result in unnecessary hardship to the applicant; and

Section 16. Amendment. Section 156.M.003 shall be amended with the addition of the following definition to be added to the existing list of definitions in alphabetical order:

“Practical Difficulties. Compliance with the strict letter of the restrictions governing area, setbacks, frontage, height, bulk, density, or other dimensional provisions would create practical difficulties, unreasonably prevent the use of the property for a permitted purpose, or render conformity with such restrictions unnecessarily burdensome. The showing of mere inconvenience is insufficient to justify a variance.”

Section 17. 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 18. When Effective. This ordinance shall be in full force and effect after its final passage, approval and publication as provided by law, but no earlier than July 1, 2025.

Passed this _____ day of _____ 2025 and signed this _____ day of _____ 2025.

Signatures on the following page.

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

§ 156.D.002 GENERAL REQUIREMENTS.

(A) Purpose. The city sees the interaction between the built environment and the public as a crucial ingredient in maintaining a certain sense of place. As a part of this, the visual aspects of overall building design and placement must be scrutinized when considering a proposed development. This section outlines design standards for building facades. These standards seek to increase the prospect of compatibility between buildings, styles, and generations. Designers must infuse their individual talents and creativity into each project for these standards to be successful.

(B) Flexibility in administration. Because these standards cannot cover every possible scenario that may arise, the Zoning Administrator is authorized to make determinations on development applications that may vary from the written standards so long as the determination meets the intent of this article.

(C) Prohibited building materials. ~~Except for single-family and duplex dwellings, the following materials shall not be used as an exterior finish:~~ The following materials shall not be used as exterior finish materials. This regulation shall not apply to residential buildings containing twelve or less residential dwelling units:

- (1) Wood fiber hardboard siding, oriented strand board siding, plastic or fiberglass panels;
- (2) Galvanized, aluminum coated, zinc-aluminum coated or unpainted exterior metal finishes;
- (3) Unfired or underfired clay, sand, or shale brick; and
- (4) Smooth or untextured concrete finishes.

(D) Primary materials. For the purposes of this section, the following are deemed primary materials:

- (1) Vinyl siding;
- (2) Brick, including thin brick;
- (3) Natural or manufactured stone;
- (4) Pre-cast concrete panel, provided it has an integrated color and is textured or patterned;
- (5) EIFS, exterior insulation and finish system;
- (6) Stucco with a weather barrier layer and wall drainage system; and
- (7) Architectural masonry units including split face, weathered face, sandblasted face and ground face blocks.

(E) Secondary materials. For the purposes of this section, the following are deemed secondary materials.

(1) Embossed or pre-finished architectural metal panel (26+ gauge), which has an appearance of masonry, stucco, or any other appearance that is approved by the Zoning Administrator;

(2) Masonry or cement fiberboard siding that, for residential applications, is manufactured and installed in traditional profiles such as four-inch to eight-inch horizontal beveled or shake;

(3) Glass;

(4) Tile;

(5) Stainless steel;

(6) Chrome;

(7) Wood; and

(8) Smooth-faced finished concrete masonry units.

(F) Metal roofs. Metal roofs shall be allowed if the following conditions are met or otherwise approved by the Zoning Administrator:

(1) Openings shall not be seen on the fascia and shall be completely covered with material designed and built for metal roofing systems;

(2) Corrugated galvanized steel panels shall not be used. **This regulation shall not apply to residential buildings containing twelve or less residential dwelling units;** and

(3) Roof and fastener color shall be the same, with the exception of trim pieces.

(G) Ground-mounted equipment. Mechanical equipment mounted on the ground and associated with apartments, nonresidential and mixed-use buildings, including, but not limited to, HVAC systems and meter banks, shall be screened from view from public and private streets by landscaping or screening walls.

(H) Refuse containers. Dumpsters shall be provided for multiple-family residential, nonresidential, and mixed-use development for solid waste collection services. Such facilities are subject to the following standards:

(1) The facilities shall be located no more than 200 feet (walking distance) from the individual uses that they are intended to serve;

(2) Access to the facilities shall be:

(a) Configured to meet the requirements of the refuse hauler; and

(b) Provided from an alley if an alley is present and used for service to other properties;

(3) The areas where dumpsters are stored shall be fully enclosed by an opaque wall with a minimum height of six feet constructed of brick, stone, stucco-finished concrete block, wood or vinyl;

(4) The enclosures shall:

(a) Have opaque service gates which remain closed at all times except when the dumpster is being serviced;

(b) Include separate, opaque pedestrian access gates or a pedestrian access opening that screens the dumpster from view;

(c) Be large enough to accommodate:

1. One or more dumpsters that are of sufficient size to serve the development, based on the frequency of solid waste collection; and

2. One or more recycling bins (whether provided at the time of development or not), based on the anticipated generation of recyclable materials and the frequency of collection; and

(d) Meet city engineering design standards, including those that pertain to maneuvering space.

(5) The facilities shall be located in a side or rear yard of the parcel proposed for development unless it is not possible to provide service access in such locations according to the refuse service provider; and

(6) If an enclosure must be located in a front yard to meet the requirements of the refuse service provider, it shall be designated and constructed with the same cladding materials used for the principal building walls.

(I) Exemption. A building wall is exempt from the requirements of this section under the following circumstances:

(1) The subject property is zoned GI, General Industrial;

(2) The building walls are not visible from an existing major arterial, or minor arterial nor are they adjacent to a proposed street of such classifications from the Comprehensive Plan; and

(3) The building contains uses in the following use categories:

(a) Heavy industrial use category;

(b) Light industrial use category;

(c) Warehousing and freight movement use category; or

(d) Wholesale trade use category.

(J) Alternative building materials and forms. The Zoning Administrator may approve alternative building materials and forms not specified in this section if the Zoning Administrator determines that, compared to the permitted primary and secondary materials, the alternative:

(1) Is substantially equal to or better in quality, durability, and appearance and will not violate any provision of this article;

(2) Is proposed in order to achieve a minimum bronze certification in Leadership in Energy and Environmental Design ("LEED"), and the materials qualify for LEED points under both the "energy and atmosphere criteria" and the "materials and resources criteria" of the LEED checklists; or

(3) Is part of a building that is certified by the Environmental Protection Agency as designed to earn an ENERGY STAR rating, and the materials substantially improve the energy efficiency of the building compared to materials that are permitted in this section.

(Ord. 15039, passed 4-11-2022)

§ 156.D.005 TOWNHOUSE.

(A) Generally. These standards apply to multiplexes developments within the district(s) where they are permitted as set out in § 156.B.003, Use Table.

(B) Standards of design.

~~(1) Materials. Any primary or standard building materials may be used in any proportions. The allowable types and proportions of building materials are set out in § 156.D.002, General Requirements.~~

(2) Street elevation(s).

(a) Street-facing building facades must use vertical modulation, such as recesses and projections, and horizontal modulation, ~~together with material and color changes,~~ and fenestration to break up wall planes and to clearly distinguish individual dwelling units. The building facades, materials, and colors must substantially vary so no three units are the same. (See illustrative examples in Figure 156.D.005-1, Illustrative Application of Building Design Standards.)

(b) A townhouse community with three or more buildings must substantially vary the buildings in heights, dispositions, scales (number of units), materials, ~~and~~ or colors.

(3) Bulk. Townhouse dwellings may include up to but not exceed eight units.

(4) Transitions.

(a) When directly abutting or across a street from a single-family detached dwelling in an RM or RH district, the building height must be equal to or no greater than eight feet higher than the abutting dwelling. When separating single- and multi-family dwellings or nonresidential development, a townhouse dwelling may not exceed the adjacent single-family detached dwelling by more than one story. See Figure 156.D.003-3, Scale Transitions. Building height may not exceed two stories when adjacent to an RL district.

(b) Bufferyards are required per § 156.F.004, Buffering.

(C) Building elements. All townhouse buildings shall include a minimum of three of the following building elements:

- (1) Outdoor gathering areas;
- (2) Sculptures, monuments, and other public art installations;
- (3) Porches;
- (4) Functional shutters;
- (5) Bay windows;
- (6) Balconies; or

(7) Columns, eaves, rakes, cornice lines, or frieze boards.

~~(D) Awnings. Awnings, where installed, shall be constructed with fabric or metal coverings. Plastic coverings are prohibited.~~

(E) Balconies and railings. Balcony and railing materials may be different than the materials used on exterior walls.

(F) Roof massing. Roof forms and rooflines must be broken into a series of smaller building components when viewed from the street. Long, linear unbroken rooflines exceeding 50 feet are prohibited. Such treatments may include elements such as dormers, towers, or chimneys. (See Figure 156.D.005-1, Illustrative Application of Building Design Standards for illustrative examples.)

(G) Stairs. Stairs that provide primary access to units on upper floors shall be covered.

(H) Garage design. Attached street-facing garages shall meet one of the following standards.

(1) The garage doors shall not comprise more than 40% of the total length of the building's facade; or

(2) Garages shall be arranged in sets of two single-bay doors that are offset by at least five feet from the front plane of an adjacent garage door.

Figure 156.D.005-1

Illustrative Application of Building Design Standards

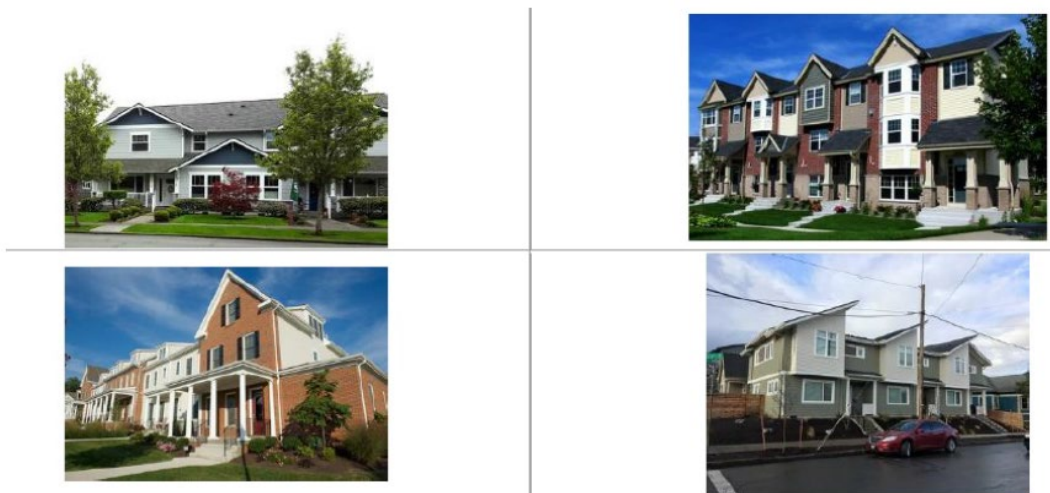


Figure Note: The sample images above are shown only for illustrative purposes and are not meant to prescribe that these forms must be used.

(Ord. 15039, passed 4-11-2022)

§ 156.D.006 APARTMENT.

(A) Generally. These standards apply to apartment developments within the district(s) where they are permitted as set out in:

- (1) Section 156.B.004, Residential District Development Standards; and
- (2) Section 156.B.005, Nonresidential and Mixed-Use District Development Standards.

(B) Building massing and scale.

(1) Apartment buildings shall be designed such that the primary entrance and windows of all first-row buildings face a public street.

(2) Any portion of a building that is closer than 50 feet from a common property line that abuts a residential district or use shall be no higher than 12 feet above the highest point of the closest residential structures. This does not apply if the residential structure is located across the street from the development. An apartment building containing more than four dwelling units shall be designed to break up a rectangular floor plan and avoid a boxlike or monolithic appearance.

(3) The following or similar techniques shall be used to avoid the appearance of a box-like or monolithic building:

(a) Primary entrance treatments that are recessed or project from the main facade such as canopies and porte cocheres. Support columns and roofs of canopies and porte cocheres shall match or be consistent with the architectural design of the building.

(b) The use of dormers, bay windows, or other windows that create dimensions that break up the facade;

(c) Changes in wall planes of at least five feet at intervals of not more than 30 feet;

(d) Balconies that are used irregularly, some projecting, some recessed; and

(e) Varying roof lines.

(4) Elements such as eaves, rakes, cornice lines, or frieze boards shall be used to contribute to the visual interest of the building.

(C) Internalized design.

(1) Ingress to and egress from all dwelling units in an apartment development shall be made through the interior of the building rather than from direct outside entrances to each unit.

(2) Uncovered exterior stairways are prohibited.

(D) Awnings. Awnings, where installed, shall be constructed with fabric or metal coverings. Plastic coverings are prohibited. **This regulation shall not apply to residential buildings containing twelve or less residential dwelling units.**

(E) Balconies and railings. Balcony and railing materials may be different than the materials used on exterior walls.

(F) Pedestrian access. All fences and gates shall have appropriate connections to neighboring non-residential properties through the use of fence or gate door unless it can be shown that is not possible due to site constraints to promote walkability and connectivity.

(G) Parking location. Wrap-around design of multifamily buildings around a core parking structure is strongly encouraged to ensure the garage appearance is enhanced by additional architectural or landscape features.

(H) Attached garages. Attached street-facing garages shall meet one of the following standards.

(1) The garage doors shall not comprise more than 40% of the total length of the building's facade; or

(2) Every set of two single-bay garage doors or every double garage door shall be offset by at least five feet from the front plane of an adjacent garage door.

(I) Detached garages. The building design and roof type of garage units shall be consistent with those of the principal building(s). Detached garage buildings that are adjacent to street rights-of-way shall include a Type B bufferyard (see § 156.F.004, Buffering) between the garage building(s) and street.

(J) Building elements. All buildings in a multiple-family development shall include a minimum of three of the following building elements.

(1) Visual interest. Elements such as outdoor gathering areas, porches, shutters, bay windows, or balconies shall be used to contribute to the visual interest of the building.

(2) Architectural features. Columns, eaves, rakes, cornice lines, or frieze boards shall be used to contribute to the visual interest of the building.

(K) Building variation and articulation. An apartment community with three or more buildings must substantially vary the buildings in heights, dispositions, scales (number of units), materials, ~~and~~ or colors.

(L) Carports. Carports are permitted within the vehicular use areas of apartment developments, provided they do not encroach into any required yards or building setbacks or into any easements, and subject to the following standards:

(1) Openness. Carports shall be no less than 50% open on all sides, except for a side or sides that abut a wall of a principal building.

(2) No other storage. Carports shall not be used for storage of any items except motor vehicles.

(3) Height. Carports shall not exceed ten feet in height.

(4) Drainage. Drainage from carports shall be captured and conveyed on site and shall not impact adjacent properties.

(5) Construction. Carports and their support posts shall be firmly anchored to the ground and shall meet applicable building codes.

(6) Design. Carports shall be constructed so that all structural components, including support posts and roof forms, match or are consistent with the design elements incorporated into the principal building(s).

(M) Roofing systems.

(1) Covering. Sloped roofs shall be covered with quality materials, comparable to slate, concrete tile, dimensional shingles, metal shingles, or architectural metal seam roofing.

(2) Integrated solar arrays. Building-integrated solar arrays (solar panels that double as roofing) may be used on flat or pitched roofs.

(3) Projections. Roofs shall contain at least one projection for every 50 linear feet of building frontage. Roof projections may include cupolas, dormers, balustrade walks, chimneys, or gables.

Figure 156.D.006-1

Illustrative Application of Building Design Standards for Apartment Buildings



FIGURE NOTES:

A = Breaking up building form | B = Breaking up roof form to avoid it appearing monolithic | C = Vertical articulation, such as a wall offset | D = Horizontal articulation, such as an expression line | E = Stairs shall be covered

(Ord. 15039, passed 4-11-2022)

§ 156.C.007(E) ACCESSORY USES AND STRUCTURES.

(E) *Residential accessory uses and structures.* Residential accessory uses and structures include ~~dwelling units~~, sheds for the storage of household items and equipment, garages, pergolas, and similar structures. Except as provided in the standards of this division, the following standards shall apply to residential accessory uses and structures:

§ 156.C.007(F) ACCESSORY USES AND STRUCTURES.

~~(F) Accessory dwelling units (ADUs). Accessory dwelling units shall be permitted in all residential zoning districts as an accessory use to single-family detached on lots greater than or equal to 15,000 square feet, or the single-family attached housing type in the Mixed Use (MU) and Urban Core (UC) zoning districts, subject to the following standards:~~

~~— (1) ADU types. There are two types of ADUs:~~

~~— (a) Integrated ADUs; and~~

~~— (b) Detached ADUs.~~

~~— (2) Integrated ADUs.~~

~~— (a) Integrated ADUs are located within a permitted building and shall comply with the building placement standards for the permitted and associated principal building type.~~

~~— (b) Integrated ADUs may be established by dividing space within a principal building (See (A) in Figure 156.C.007-1, below), or by adding floor area to an existing building (See (B), below). Integrated ADUs may be accessed from within the principal building or from outside, according to the standards of this section.~~

~~— (c) Integrated ADUs appearance:~~

~~— 1. Integrated ADUs shall not involve design modifications to the exterior of the principal building that make their presence obvious.~~

~~— 2. Where exterior doors provide direct access to the integrated unit, such doors shall be designed, located, and configured in a manner that is typical for secondary access to a residential dwelling (e.g. side doors, French doors, etc.).~~

~~— 3. Any exterior stairs that would serve as the primary entrance to the ADU shall be located on the side or rear of the principal structure and are prohibited from being located on the front of the principal structure.~~

~~— 4. If a principal building is expanded to accommodate an integrated ADU, the expansion shall be designed in a manner that is comparable to the principal building.~~

~~— 5. Only one entrance may be located on the front facade of the principal building facing the street unless the building contained additional front entrances prior to the ADU's construction.~~

~~— (3) Detached ADUs.~~

~~— (a) Detached ADUs are dwelling units that are located inside of an accessory structure, such as a detached residential garage (See (C) in Figure 156.C.007-1, below) or detached structure (D).~~

~~— (b) Where an improved alley adjacent to the lot exists, vehicular access to the ADU shall take place from the alley.~~

~~—(c) Generally, access to second floor units shall be from internal stairs. External stairs may be permitted where they are not located parallel to an interior side property line or where the Administrator determines that screening features are in place to protect the privacy of an adjacent lot's side yard.~~

~~—(d) In the RL, RM, RH, and in the Single Family Attached building type in the Mixed Use (MU) zoning districts, where a detached ADU is proposed, the owner of the subject property shall live in either the principal residence or the ADU.~~

~~—(e) Prohibited locations. ADUs may not be established within manufactured homes or structures and vehicles that do not have a permanent foundation, including, but not limited to recreational vehicles, travel trailers, or campers.~~

~~—(f) Maximum floor area of the ADU.~~

~~—1. Measurement. The floor area is measured as the area within the ADU itself and does not include areas of an accessory building that are used for other purposes, such as a detached garage or a workshop that is not incorporated into the ADU.~~

~~—2. Standard. The floor area of an ADU shall not exceed 50% of the total square footage of the principal residential building to which it is accessory, or 1,000 square feet, whichever is less.~~

~~—(g) Required parking for ADUs. In the RL, RM, and RH districts, in addition to the parking requirements for the principal residential use set out in § 156.E.004, Required Off Street Parking, one off street parking space for the ADU shall be provided.~~

(F) Dwelling, Accessory (ADUs)

(a) Accessory dwelling units shall be permitted as an accessory use to the dwelling, single-family detached use category in the following zoning districts; Agriculture (AG), Rural Residential (RR), Low Density Residential (RL), Medium Density Residential (RM), High Density Residential (RH) and Mixed-Use (MU).

(b) Accessory dwelling units shall be permitted as an accessory use to the dwelling, single-family attached use category in the following zoning districts; Low Density Residential (RL), Medium Density Residential (RM), High Density Residential (RH), Mixed-Use (MU), and Urban Core (UC).

(c) Accessory dwelling units may be either an integrated ADU or a detached ADU.

(d) Maximum floor area of the ADU.

a. Standard. An accessory dwelling unit shall not exceed one thousand square feet or fifty percent of the size of the single-family residence, whichever is larger.

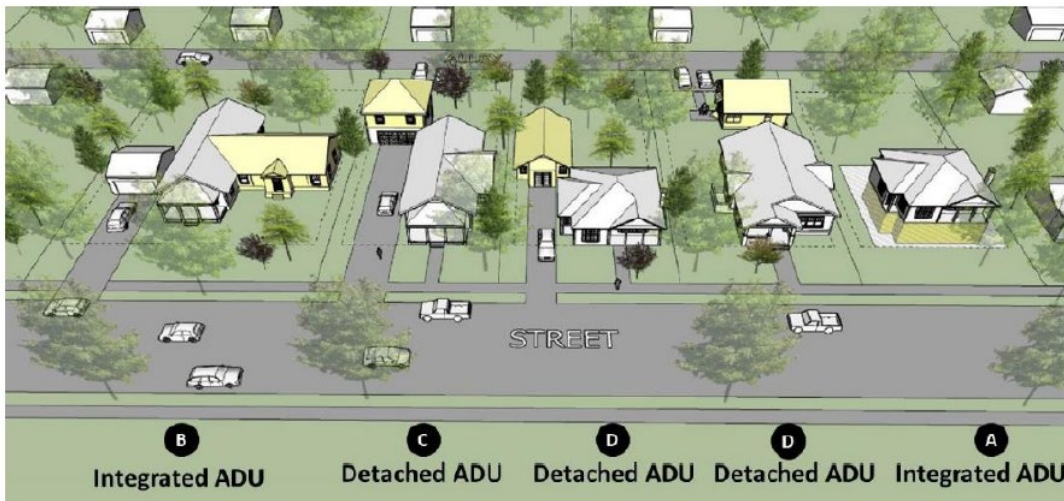
b. Measurement. The floor area is measured as the area within the ADU itself and does not include areas of an accessory building that are used for other purposes, such as a detached garage or a workshop that is not incorporated into the ADU.

(e) Setbacks: An ADU shall adhere to the same setback standards as a single-family attached or detached residence for the zoning district in which the ADU is to be located.

- (f) Prohibited locations. ADUs may not be established within structures that do not have a permanent foundation.
- (g) If a manufactured home as defined in section 435.1, subsection 3, of the Iowa Code or a mobile home as defined in section 435.1, subsection 5, of the Iowa Code is used as an accessory dwelling unit, the manufactured home or mobile home shall be converted to real property by being placed on a permanent foundation and assessed for real estate taxes pursuant to section 435.26 of the Iowa Code.
- (h) Utility Lines: If full utility access that includes a separate metering system for billing purposes cannot be provided to the accessory dwelling unit, then new or separate utility lines may be required at the discretion of the zoning administrator.

Figure 156.C.007-1

Accessory Dwelling Unit Types



(Ord. 15039, passed 4-11-2022; Ord. 15085, passed 7-8-2024)

Table 156.E.004

Table 156.E.004 Minimum and Maximum Parking			
SF = square feet GFA = Gross Floor Area -- = No Minimum of No Maximum, as applicable			
Use Category	Subtype	Minimum Spaces	Maximum Spaces
Residential Uses	Accessory Dwelling Unit	1 per dwelling unit --	2 per dwelling unit --

§ 156.I.003 BOARD OF ADJUSTMENT.

(A) Established. This section establishes a Board of Adjustment (BOA), with membership, qualifications, and terms of office in accordance with and controlled by the provisions of I.C.A. Chapter 414.

(B) Powers and duties. The BOA shall have the authority to make final decisions on the development review applications denoted in Table 156.J.002.12-1, Development Review Summary Table.

(C) Membership. The Board shall consist of five members serving without compensation, appointed by the Mayor, subject to the approval of the Council for a term of five years; excepting that, when the Board shall first be created, one member shall be appointed for a term of five years, one for a term of four years, one for a term of three years, one for a term of two years and one for a term of one year. Not more than two members of the Board shall be members of the Plan and Zoning Commission.

(D) Vacancy. Any vacancy shall be filled by appointment by the Mayor for the unexpired portion of the term. Should any member be absent from the city or become incapacitated, or disqualified, the Mayor shall appoint a substitute to serve as a member of the Board with the same powers and authority as the regular member of the Board until the regular member has returned or is able to serve on the Board.

(E) Special uses. Requests for special uses shall be submitted to the Zoning Administrator, who shall forward such to the Board of Adjustment for consideration. Such requests shall include information ordinarily submitted with applications as well as any additional information deemed necessary by the Board of Adjustment.

(F) Meetings and procedures.

(1) Time and place. Meetings of the Board shall be held at the call of the Chair and at such other times as the Board may determine. Such Chair or, in their absence, the acting Chair may administer oaths and compel the attendance of witnesses. All meetings of the Board shall be open to the public.

(2) Record keeping. The Board shall keep minutes of its proceedings, showing the vote of each member upon each question or, if absent or failing to vote, indicating such fact, and shall keep records of its examinations and other official actions, all of which shall be immediately filed in the office of the Board and shall be a public record.

(3) Role of Secretary of the Board. A city representative shall serve as Secretary of the Board and keep its records.

(4) Relations to other city boards. The Board shall have the power to call on any municipal department or officer for assistance in the performance of its duties, and it shall be the duty of any such department to render such assistance as may reasonably be required.

(5) Rules of procedures. The Board shall adopt, from time to time, such rules and regulations as it may deem necessary to carry into effect the power and authority granted it by the provisions of this chapter or any state law.

(6) Quorum and necessary vote. The concurring vote of three members of the Board shall be necessary to decide any appeal, exception, or variation upon which the Board is authorized by this chapter to render a decision.

(7) Decisions. The Board shall render its decisions without unreasonable delay.

(G) Jurisdiction. The Board shall have the following powers and authority:

(1) Appeals. To hear and decide an appeal where it is alleged there is error in any order, requirement, decision or determination made by the Zoning Administrator in the enforcement of this chapter;

(2) Exceptions. To grant an exception in the following instances:

(a) In the extension of a district where the boundary line of a district divides a lot or tract held in a single ownership after the effective date of this chapter;

(b) In the determination that the actual street layout on the ground varies from the street layout as shown on the District Map;

(c) In the erection and use of a building or the use of premises for railroads or public utility purposes;

(d) In the reconstruction of a non-conforming building which has been damaged by explosion, fire, Act of God or a public enemy, to the extent of more than 50% of its fair market value, where the Board finds some compelling necessity requiring a continuance of the non-conforming use and that the primary purpose in continuing the non-conforming use is not to continue a monopoly;

(e) In the waiving or reduction of the parking and loading requirements in any of the districts whenever the character or use of the building is such as to make unnecessary the full provisions of the parking or loading facilities, or where such regulations would impose an unreasonable hardship upon the use of the lot, as contrasted with merely granting an advantage or convenience;

(f) In the permitting of land within 300 feet of a multiple dwelling to be improved for the parking spaces required in connection with a multiple dwelling;

(g) In the determination of whether an industry should be permitted within the GI, General Industry, because of the methods by which it would be operated and because of its effect upon uses in surrounding districts; and

(h) In the extension or expansion of a non-conforming use on the same or adjoining property to provide parking for employees and for handicapped persons.

(3) Variances (General). To authorize upon appeal in specific cases such variance from the terms of an ordinance as will not be contrary to the public interest, where owing to special conditions a literal enforcement of the provisions of the ordinance will result in unnecessary hardship, and so that the spirit of the ordinance shall be observed and substantial justice done.

(3) Variances (Area, Dimensional, Numeric). To authorize on appeal, in specific cases, such variance from the terms of an ordinance with respect to the area, dimensional, or other numerical limitations as will not be contrary to the public interest, where owing to special conditions a literal enforcement of the provisions of the ordinance will result in practical difficulties to the property owner in making a beneficial use of the property allowed by the zoning ordinance, and so that the spirit of the ordinance shall be observed and substantial justice done.

(5) Special Use Permits. To authorize a new special use to be established or for an existing special use to intensify, expand, or convert to another special use.

(H) Appeals. Any person or persons, or any board, taxpayer, officer, department, board or bureau of the city aggrieved by any decision of the Board of Adjustment may seek review of such decision by a court of record in the manner provided by the laws of the state and particularly by I.C.A. Chapter 414.

(Ord. 15039, passed 4-11-2022)

~~§ 156.J.004.10~~ 156.J.005.4 Variance, Floodplain.

(A) Generally. A floodplain variance provides limited relief from the requirements of § 156.C.006, Flood Hazard Districts Standards, where strict application of a particular requirement would create an unnecessary hardship by preventing the use and development of land in a reasonable manner that is otherwise allowed under this Zoning Ordinance.

(B) Applicability.

(1) No increase in flood level. No floodplain variance shall be granted for any development within any designated floodway which would result in any increase in the 100-year level. Consideration of the effects of any development on flood levels shall be based upon the assumption that an equal degree of development would be allowed for similarly situated lands.

(2) Lower flood protection. In cases where the floodplain variance involves a lower level of flood protection for buildings than what is ordinarily required by this ZO, the applicant shall be notified in writing over the signature of the Floodplain Administrator that:

(a) The issuance of a floodplain variance will result in increased premium rates for flood insurance up to amounts as high as \$25 for every \$100 of insurance coverage; and

(b) Such construction increases risks to life and property.

(C) Review criteria.

(1) Generally. In determining whether to approve, approve with conditions, or deny a floodplain variance, the Floodplain Administrator shall consider the provisions of Subsec. 156.J.002.5, Common Review Criteria, together with the following:

(a) Increase in base flood elevation. Variances shall not be issued within any designated floodway if any increase in base flood elevation would result;

(b) One-half acre or less. Variances may be issued for new construction and substantial improvements on lots of one-half acre or less which are contiguous to, and surrounded by, existing development constructed below the base flood elevation, provided:

1. A showing of good and sufficient cause;

2. A determination that failure to grant the variance would result in ~~exceptional~~ unnecessary hardship to the applicant; and

3. A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, or conflict with this Zoning Ordinance or the other ordinances in the city's Code of Ordinances.

(c) Minimum necessary relief. Variances shall only be issued upon a determination that the variance is the minimum necessary to afford relief considering the flood hazard.

(2) Affirmative findings. In order to approve a variance, the final decision-making body shall make affirmative findings on all of the applicable decision criteria.

(D) Procedures.

(1) Obligation of applicant. It is the obligation of an applicant, who bears the burden of proof, to present facts about the circumstances which would justify a variance in a convincing fashion so that the Floodplain Administrator may be satisfied that the request meets or exceeds the applicable review criteria described in division (C), above.

(2) Review and decision. The Floodplain Administrator shall review and render judgment on requests for floodplain variances.

(3) Alleged error. The Board of Adjustment shall hear and render judgment on an appeal only when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the enforcement or administration of the requirements of § 156.C.006, Flood Hazard Districts Standards, in accordance with Subsec. 156.J.005.3, Appeal of Administrative Decision.

(4) Time frame. Approval of a floodplain variance shall be valid for the period of time set out in Table 156.J.002.12-1, Development Review Summary Table. Thereafter, the permit shall expire or be granted an extension as set out in Subsec. 156.J.002.10, Inactive and Expired Applications, and Subsec. 156.J.002.11, Approval Extension.

(5) Notice of decision. The Zoning Administrator shall provide a copy of the decision to the applicant within ten days of the rendered judgment.

(E) Effect of approval.

(1) Particular variation. Issuance of a variance shall authorize only the particular variation that is approved in the variance request. A variance shall run with the land and not be affected by a change in ownership.

(2) Other approvals. Development authorized by the variance shall not be carried out until the applicant has secured all other development approvals required by this ZO. Approval of a variance does not guarantee that the development shall receive subsequent approval for other development review applications unless the relevant and applicable portions of this Zoning Ordinance or any other applicable provisions are met.

(Ord. 15039, passed 4-11-2022)

§ 156.M.003

Practical Difficulties. Compliance with the strict letter of the restrictions governing area, setbacks, frontage, height, bulk, density, or other dimensional provisions would create practical difficulties, unreasonably prevent the use of the property for a permitted purpose, or render conformity with such restrictions unnecessarily burdensome. The showing of mere inconvenience is insufficient to justify a variance.



KIM REYNOLDS
GOVERNOR

OFFICE OF THE GOVERNOR

ADAM GREGG
LT GOVERNOR

May 17, 2024

The Honorable Paul Pate
Secretary of State of Iowa
State Capitol
Des Moines, Iowa 50319

Dear Mr. Secretary,

I hereby transmit:

House File 2388, an Act relating to the regulation of styles and materials used for residential building exteriors.

The above House File is hereby approved on this date.

Sincerely,

A handwritten signature in dark ink, appearing to read "Kim Reynolds".

Kim Reynolds
Governor of Iowa

cc: Secretary of the Senate
Clerk of the House



House File 2388

AN ACT
RELATING TO THE REGULATION OF STYLES AND MATERIALS USED FOR
RESIDENTIAL BUILDING EXTERIORS.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF IOWA:

Section 1. Section 331.301, Code 2024, is amended by adding the following new subsection:

NEW SUBSECTION. 23. a. A county shall not adopt, enforce, or otherwise administer an ordinance, motion, resolution, or building code that prohibits or limits, either directly or indirectly, the use of a specific style of exterior cladding or finish materials for residential buildings in a manner that is more restrictive than the state building code as adopted pursuant to section 103A.7. This section does not prohibit a county from regulating the use of a specific style of exterior cladding or finish materials for a residential building that meets any of the following conditions:

(1) The building is located in an area designated and declared as a state or local historic district under applicable law.

(2) The building is designated as a local, state, or national historic landmark.

(3) The building is in a common interest community as defined in chapter 499C.

(4) The building is located on a property that is governed by a policy of regulation of an overlay or special purpose zoning district that is adopted pursuant to applicable law.

b. For purposes of this subsection, "*residential building*" means any single or multifamily residential dwelling and includes single-family and two-family dwellings and townhouses, condominiums and apartments with a maximum of twelve units per building, and all secondary structures to such a single or multifamily residential dwelling.

Sec. 2. Section 414.1, subsection 1, Code 2024, is amended by adding the following new paragraph:

NEW PARAGRAPH. *h.* (1) A city shall not adopt, enforce, or otherwise administer an ordinance, motion, resolution, or building code that prohibits or limits, either directly or indirectly, the use of a specific style of exterior cladding or finish materials for residential buildings in a manner that is more restrictive than the state building code as adopted pursuant to section 103A.7. This subsection does not prohibit a city from regulating the use of a specific style of exterior cladding or finish materials for a residential building that meets any of the following conditions:

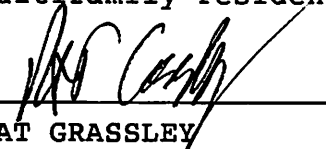
(a) The building is located in an area designated and declared as a state or local historic district under applicable law.

(b) The building is designated as a local, state, or national historic landmark.

(c) The building is in a common interest community as defined in chapter 499C.

(d) The building is located on a property that is governed by a policy of regulation of an overlay or special purpose zoning district that is adopted pursuant to applicable law.

(2) For purposes of this paragraph, "residential building" means any single or multifamily residential dwelling and includes single-family and two-family dwellings and townhouses, condominiums and apartments with a maximum of twelve units per building, and all secondary structures to such a single or multifamily residential dwelling.

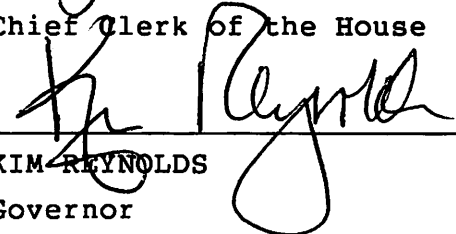

PAT GRASSLEY
Speaker of the House

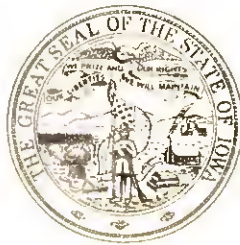

AMY SINCLAIR
President of the Senate

I hereby certify that this bill originated in the House and is known as House File 2388, Ninetieth General Assembly.


MEGHAN NELSON
Chief Clerk of the House

Approved May 17, 2024


KIM REYNOLDS
Governor



STATE OF IOWA
KIM REYNOLDS
GOVERNOR

May 1, 2025

The Honorable Paul Pate
Secretary of State of Iowa
State Capitol
Des Moines, Iowa 50319

Dear Mr. Secretary,

I hereby transmit:

Senate File 592, an Act relating to county and city regulation of accessory dwelling units.

The above Senate File is hereby approved on this date.

Sincerely,

A handwritten signature in black ink, appearing to read "Kim Reynolds".

Kim Reynolds
Governor of Iowa

cc: Secretary of the Senate
Clerk of the House



Senate File 592

AN ACT

RELATING TO COUNTY AND CITY REGULATION OF ACCESSORY DWELLING
UNITS.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF IOWA:

Section 1. Section 331.301, Code 2025, is amended by adding the following new subsection:

NEW SUBSECTION. 27. *a.* A county shall allow a minimum of one accessory dwelling unit on the same lot as a single family residence in accordance with the following conditions:

- (1) An accessory dwelling unit shall comply with all applicable building regulations as defined in chapter 103A.
- (2) An accessory dwelling unit shall not exceed one thousand square feet or fifty percent of the size of the single family residence, whichever is larger.
- (3) An accessory dwelling unit shall be prohibited or limited only to the extent that a state historic building code restriction, as adopted by a county in accordance with section 103A.43, subsection 3, a deed restriction, or a rule of a common interest community, as defined in section 499C.1, limits or prohibits the construction or use of an accessory dwelling unit. The imposition of an ordinance, motion, resolution, or amendment regulating accessory dwelling units that is more restrictive when applied to a common interest community than when applied to a single family residence is prohibited.
- (4) If a manufactured home as defined in section 435.1, subsection 3, or a mobile home as defined in section 435.1,

subsection 5, is used as an accessory dwelling unit, the manufactured home or mobile home shall be converted to real property by being placed on a permanent foundation and assessed for real estate taxes pursuant to section 435.26.

b. Except as otherwise provided in paragraph "a" or by state law, a county shall not impose any of the following limitations or restrictions:

(1) Requirements related to the placement or appearance of an accessory dwelling unit that are more restrictive than those imposed on a single family residence including but not limited to the following: maximum building heights; minimum setback requirements; minimum lot sizes; minimum building frontages; maximum lot coverages; density requirements; and aesthetic or architectural standards or requirements. Additionally, a county shall not require an accessory dwelling unit to match the exterior design, roof pitch, or finishing materials of the single family residence.

(2) Regulations on the use of an accessory dwelling unit as a rental property that are more restrictive than those provided for in subsection 18 of this section and chapter 562A.

(3) A requirement that the lot containing a single family residence and an accessory dwelling unit have additional parking beyond that required for a single family residence or payment of a fee in lieu of providing additional parking.

(4) Restrictions on the occupancy of either the single family residence or the accessory dwelling unit by any of the following manners: requiring the property owner to be a resident; requiring a familial, marital, or employment relationship to exist between the occupants of the single family residence and the occupants of the accessory dwelling unit; or restricting the occupancy of an accessory dwelling unit based on income or age.

(5) The requirement of new or separate utility lines between the accessory dwelling unit and public utility service connections. However, if full utility access that includes a separate metering system for billing purposes cannot be provided to the accessory dwelling unit, then the county can require new or separate utility lines.

(6) Imposition of a different county impact fee structure or

development standard for an accessory dwelling unit than those used for the single family residence on the same lot.

(7) The requirement of improvements or repairs to public streets or sidewalks beyond those imposed on the single family residence on the same lot.

c. A county shall approve an accessory dwelling unit permit application that meets the requirements set forth in paragraph "a" and by state law without discretionary review or hearing and consistent with the time frame assigned to the approval of a single family residence. An accessory dwelling unit permit application shall not have a review timeline or schedule in excess of a county's normal review schedule for a single family residence. If the county denies an accessory dwelling unit permit, the reason for denial shall be provided in writing to the applicant and include any remedy necessary to secure approval.

d. A county ordinance, motion, resolution, or amendment regulating accessory dwelling units in a manner that conflicts with this subsection is void. Nothing in this subsection prohibits a county from adopting an ordinance, motion, resolution, or amendment that is more permissive than the requirements provided in this subsection.

e. For the purposes of this subsection:

(1) "*Accessory dwelling unit*" means an additional residential dwelling unit located on the same lot as a single family residence that is either attached to or detached from the single family residence.

(2) "*Detached*" includes being part of any accessory structure such as a detached garage.

(3) "*Dwelling unit*" means the same as defined in section 562A.6, subsection 3.

(4) "*Single family residence*" means the same as defined in section 562A.6, subsection 15, except to the extent that a single family residence may share utility lines with the accessory dwelling unit if full utility access that includes a separate metering system for billing purposes can be provided to the accessory dwelling unit.

Sec. 2. Section 364.3, Code 2025, is amended by adding the following new subsection:

NEW SUBSECTION. 20. *a.* A city shall allow a minimum of one accessory dwelling unit on the same lot as a single family residence in accordance with the following conditions:

(1) An accessory dwelling unit shall comply with all applicable building regulations as defined in chapter 103A.

(2) An accessory dwelling unit shall not exceed one thousand square feet or fifty percent of the size of the single family residence, whichever is larger.

(3) An accessory dwelling unit shall be prohibited or limited only to the extent that a state historic building code restriction, as adopted by a city in accordance with section 103A.43, subsection 3, a deed restriction, or a rule of a common interest community, as defined in section 499C.1, limits or prohibits the construction or use of an accessory dwelling unit. The imposition of an ordinance, motion, resolution, or amendment regulating accessory dwelling units that is more restrictive when applied to a common interest community than when applied to a single family residence is prohibited.

(4) If a manufactured home as defined in section 435.1, subsection 3, or a mobile home as defined in section 435.1, subsection 5, is used as an accessory dwelling unit, the manufactured home or mobile home shall be converted to real property by being placed on a permanent foundation and assessed for real estate taxes pursuant to section 435.26.

b. Except as otherwise provided in paragraph "*a*" or by state law, a city shall not impose any of the following limitations or restrictions:

(1) Requirements related to the placement or appearance of an accessory dwelling unit that are more restrictive than those imposed on a single family residence including but not limited to the following: maximum building heights; minimum setback requirements; minimum lot sizes; minimum building frontages; maximum lot coverages; density requirements; and aesthetic or architectural standards or requirements. Additionally, a city shall not require an accessory dwelling unit to match the exterior design, roof pitch, or finishing materials of the single family residence.

(2) Regulations on the use of an accessory dwelling unit as a rental property that are more restrictive than those provided

for in subsections 9 and 16 of this section, section 414.1, subsection 1, paragraph "e", and chapter 562A.

(3) A requirement that the lot containing a single family residence and an accessory dwelling unit have additional parking beyond that required for a single-family residence or payment of a fee in lieu of providing additional parking.

(4) Restrictions on the occupancy of either the single family residence or the accessory dwelling unit by any of the following manners: requiring the property owner to be a resident; requiring a familial, marital, or employment relationship to exist between the occupants of the single family residence and the occupants of the accessory dwelling unit; or restricting the occupancy of an accessory dwelling unit based on income or age.

(5) A requirement of new or separate utility lines between the accessory dwelling unit and public utility service connections. However, if full utility access that includes a separate metering system for billing purposes cannot be provided to the accessory dwelling unit, then the city can require new or separate utility lines.

(6) Imposition of a different city impact fee structure or development standard for an accessory dwelling unit than those used for the single family residence on the same lot.

(7) The requirement of improvements or repairs to public streets or sidewalks beyond those imposed on the single family residence on the same lot.

c. A city shall approve an accessory dwelling unit permit application that meets the requirements set forth in paragraph "a" and by state law without discretionary review or hearing and consistent with the time frame assigned to the approval of a single family residence. An accessory dwelling unit permit application shall not have a review timeline or schedule in excess of a city's normal review schedule for a single family residence. If the city denies an accessory dwelling unit permit, the reason for denial shall be provided in writing to the applicant and include any remedy necessary to secure approval.

d. A city ordinance, motion, resolution, or amendment regulating accessory dwelling units in a manner that conflicts

with this subsection is void. Nothing in this subsection prohibits a city from adopting an ordinance, motion, resolution, or amendment that is more permissive than the requirements provided in this subsection.

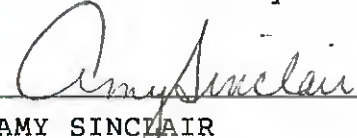
e. For the purposes of this subsection:

(1) "*Accessory dwelling unit*" means an additional residential dwelling unit located on the same lot as a single family residence that is either attached to or detached from the single family residence.

(2) "*Detached*" includes being part of an accessory structure such as a detached garage.

(3) "*Dwelling unit*" means the same as defined in section 562A.6, subsection 3.

(4) "*Single family residence*" means the same as defined in section 562A.6, subsection 15, except to the extent that a single family residence may share utility lines with the accessory dwelling unit if full utility access that includes a separate metering system for billing purposes can be provided to the accessory dwelling unit.

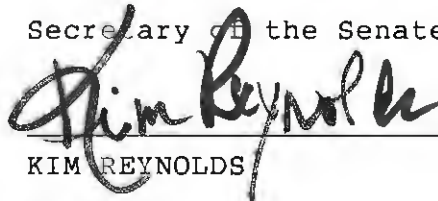

AMY SINCLAIR
President of the Senate

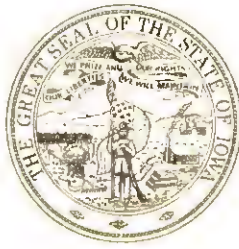

PAT GRASSLEY
Speaker of the House

I hereby certify that this bill originated in the Senate and is known as Senate File 592, Ninety-first General Assembly.


W. CHARLES SMITHSON
Secretary of the Senate

Approved , 2025


KIM REYNOLDS
Governor



STATE OF IOWA
KIM REYNOLDS
GOVERNOR

April 25, 2025

The Honorable Paul Pate
Secretary of State of Iowa
State Capitol
Des Moines, Iowa 50319

Dear Mr. Secretary,

I hereby transmit:

House File 652, an Act concerning county and city regulation of real property and the powers granted to a board of adjustment.

The above House File is hereby approved on this date.

Sincerely,

A handwritten signature in black ink, appearing to read "Kim Reynolds", written over the printed name.

Kim Reynolds
Governor of Iowa

cc: Secretary of the Senate
Clerk of the House



House File 652

AN ACT

CONCERNING COUNTY AND CITY REGULATION OF REAL PROPERTY AND THE
POWERS GRANTED TO A BOARD OF ADJUSTMENT.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF IOWA:

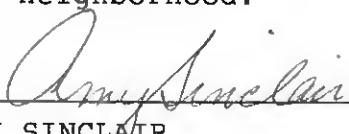
Section 1. Section 335.15, Code 2025, is amended by adding the following new subsection:

NEW SUBSECTION. 4. To authorize on appeal, in specific cases, such variance from the terms of the ordinance with respect to the area, dimensional, or other numerical limitations as will not be contrary to the public interest, where owing to special conditions a literal enforcement of the provisions of the ordinance will result in practical difficulties to the property owner in making a beneficial use of the property allowed by the zoning ordinance, and so that the spirit of the ordinance shall be observed and substantial justice done. Area, dimensional, or other numerical limitations subject to variances include but are not limited to requirements for minimum lot size, setbacks, yard widths, height, bulk, sidewalks, fencing, signage, and off-street parking. To receive the requested area, dimensional, or other numerical variance, the property owner must prove that the practical difficulties faced are unique to the property at issue and not self-created and must also demonstrate that granting the variance will not significantly alter the essential character of the surrounding neighborhood.

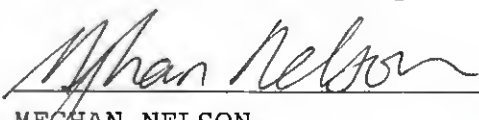
Sec. 2. Section 414.12, Code 2025, is amended by adding the following new subsection:

NEW SUBSECTION. 4. To authorize on appeal, in specific cases, such variance from the terms of the ordinance with respect to the area, dimensional, or other numerical limitations as will not be contrary to the public interest, where owing to special conditions a literal enforcement of the provisions of the ordinance will result in practical difficulties to the property owner in making a beneficial use of the property allowed by the zoning ordinance, and so that the spirit of the ordinance shall be observed and substantial justice done. Area, dimensional, or other numerical limitations subject to variances include but are not limited to requirements for minimum lot size, setbacks, yard widths, height, bulk, sidewalks, fencing, signage, and off-street parking. To receive the requested area, dimensional, or other numerical variance, the property owner must prove that the practical difficulties faced are unique to the property at issue and not self-created and must also demonstrate that granting the variance will not significantly alter the essential character of the surrounding neighborhood.

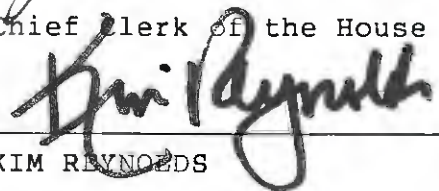

PAT GRASSLEY
Speaker of the House


AMY SINCLAIR
President of the Senate

I hereby certify that this bill originated in the House and is known as House File 652, Ninety-first General Assembly.


MEGHAN NELSON
Chief Clerk of the House

Approved April 25th, 2025


KIM REYNOLDS
Governor



**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 27, 2025
Re: Ordinance 15105 to Amend the Code of Ordinances, City of Marshalltown, Iowa, Chapter 130 Offenses Against Peace and Safety, Section 130.018
Fireworks - 1st Reading

Strategic Plan Objective:

N/A

Recommended:

Staff Recommends Approval

Budget Impact:

No direct budget impact

Description/Background:

Governor Kim Reynolds recently signed into law legislation prohibiting local governments from restricting the use of consumer fireworks on July 3, July 4, and December 31. To comply with the new state law, staff is proposing the adoption of an ordinance that outlines lawful and prohibited uses of consumer fireworks within the City of Marshalltown.

Attachments:

1. 2025-05-27_ORD 15105 Amend 130.018 Fireworks

**AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF
MARSHALLTOWN, IOWA, CHAPTER 130 OFFENSES AGAINST PEACE AND
SAFETY, SECTION 130.018 FIREWORKS**

WHEREAS, the Governor of Iowa has signed into law legislation that prohibits local governments from restricting the use of consumer fireworks on July 3, July 4, and December 31;

WHEREAS, the City Council finds it in the best interest of public safety and community well-being to adopt clear regulations on the use of fireworks within the city;

WHEREAS, the City seeks to balance individual celebration with the collective peace and welfare of its residents;

WHEREAS, the discharge of consumer fireworks can create fire hazards, noise disturbances, and public safety concerns;

WHEREAS, the State of Iowa permits the sale and use of consumer fireworks under certain conditions, but grants municipalities the authority to further regulate or restrict their use within city limits.

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

Section 1. Purpose.

The purpose of this ordinance is to protect the health, safety, and welfare of the public by regulating the use of consumer fireworks within the city limits of Marshalltown.

Section 2. Amendment.

The Code of Ordinances of the City of Marshalltown, Iowa, is hereby amended by replacing the current code as follows:

§ 130.018 FIREWORKS.

(A) Definitions.

- (1) Consumer Fireworks** – As defined in Iowa Code §727.2, including items such as firecrackers, Roman candles, bottle rockets, and other similar devices intended for personal use.
- (2) Display Fireworks** – Large fireworks intended for commercial or public display, requiring a permit under state law and local regulations.
- (3) Novelties** – Legal items such as party poppers, snappers, and sparklers, which are not classified as consumer fireworks.

- (B) Prohibited Use.
- (1) Except as provided in subsection (C), the use, discharge, or ignition of consumer fireworks is prohibited within the city limits of Marshalltown.
 - (2) It shall also be unlawful for any property owner, or any person in possession of the property, to knowingly permit the use of consumer fireworks or display fireworks on the owner's property within city limits in violation of this section.
- (C) Permitted Use.
- (1) Consumer fireworks may only be used, discharged, or ignited during the following periods: July 3, July 4, December 31.
 - (2) Use of consumer fireworks outside of these designated dates is strictly prohibited.
 - (3) Display fireworks may be used only by permit, issued by the City of Marshalltown in accordance with applicable state and local regulations.

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 this ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

Section 4. Repealer.

All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

Section 5. Effective Date.

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.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, CMC, 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



**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 27, 2025
Re: Ordinance 15106 to Amend the Code of Ordinances, City of Marshalltown, Iowa by Amending Chapter 52: Sewers and Sewage Disposal by Amending Section 52.029 User Charge System - 1st Reading

Strategic Plan Objective:

None of the top or high priority goals from the 2025 Strategic Plan are related to this item.

Recommended:

Staff recommends approval of the Ordinance Amendment for Chapter 52, related to waiving sanitary sewer utility user charges.

Budget Impact:

Not charging city buildings and facilities a sanitary sewer utility is estimated to result in a \$18,100 decrease in expenses over multiple funds (General, RUT, & Enterprise) which will also result in an equal decrease in revenue to Fund 611. This represents less than 0.3% of revenue from the sewer user charge rate.

No estimates were provided or calculated to determine the loss in revenue to Fund 611 associated with the City of Marshalltown owned property that is leased or rented to a non-profit entity, which are used to provide public recreational opportunities.

We do not anticipate that this change will require an immediate review or change to the established user charges.

Description/Background:

During the budget process in the Winter of 2024/2025, Council directed city staff to waive sanitary sewer and storm water utility rates for city buildings in an effort to reduce expenses in the General Fund. This change was to be effective for FY26 budget, which will go in effect July 1, 2025.

Additionally, discussions were had amongst certain recreational programs that lease city property in the 6th St Complex and the City Administrator related to utility bills, that was

prompted after Marshalltown Water Works began charging more properties for water usage. The City Administrator waived the city's sanitary sewer and storm water utility rates effective immediately during those discussions.

This ordinance amendment is to update our official ordinance to reflect these two changes, which are summarized by waiving utility rates for the following:

1. All properties and facilities owned and operated by the City of Marshalltown, which are used for general governmental purposes, including but not limited to:
 - (a) City Hall and Administrative Buildings;
 - (b) Public Safety Facilities (police and fire stations);
 - (c) Public Parks, Trails, and Recreational Facilities;
 - (d) Public Libraries and Community Centers;
 - (e) Public Works and Infrastructure Maintenance Facilities; and
 - (f) Other municipal facilities directly supporting government operations, as indicated by the City Administrator.
2. All properties and facilities owned by the City of Marshalltown and leased or rented to a non-profit entity, which are used to provide public recreational opportunities.

Attachments:

1. ORD 15106_Amend CH 52.029 Sewer User Charge System

**ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN,
IOWA BY AMENDING CHAPTER 52: SEWERS AND SEWAGE DISPOSAL BY AMENDING
SECTION 52.029 USER CHARGE SYSTEM**

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

Section 1. The Code of Ordinances, City of Marshalltown is hereby amended by repealing Section 52.029, sub-sections, (K), and replacing it with the following:

§ 52.029 USER CHARGE SYSTEM.

(K) The user charge rates established in this section apply to all users of the city's treatment works, regardless of their location, of the city's treatment works, with the following exceptions.:

(1) All properties and facilities owned and operated by the City of Marshalltown, which are used for general governmental purposes, including but not limited to:

- (a) City Hall and Administrative Buildings;
- (b) Public Safety Facilities (police and fire stations);
- (c) Public Parks, Trails, and Recreational Facilities;
- (d) Public Libraries and Community Centers;
- (e) Public Works and Infrastructure Maintenance Facilities; and
- (f) Other municipal facilities directly supporting government operations, as indicated by the

City Administrator.

(2) All properties and facilities owned by the City of Marshalltown and leased or rented to a non-profit entity, which are used to provide public recreational opportunities.

Section 2. The Code of Ordinances of the City of Marshalltown is hereby amended and all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 3. 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. This ordinance shall be in effect after its final passage, approval, and publication as provided by law.

Passed this ____ day of _____, 2025, and signed this ____ day of _____, 2025.

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



**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 27, 2025
Re: Ordinance 15107 to Amend the Code of Ordinances, City of Marshalltown, Iowa by Amending Chapter 53: Storm Water by Amending Section 53.024 Exemptions and Credits Available - 1st Reading

Strategic Plan Objective:

None of the top or high priority goals from the 2025 Strategic Plan are related to this item.

Recommended:

Staff recommends approval of the Ordinance Amendment for Chapter 53, related to waiving storm water utility user charges.

Budget Impact:

Not charging city buildings and facilities a storm water utility is estimated to result in a \$46,394 decrease in expenses over multiple funds (General, RUT, & Enterprise) which will also result in an equal decrease in revenue to Fund 740. This represents approximately 3.3% of revenue from the storm water user charge rate.

No estimates were provided or calculated to determine the loss in revenue to Fund 740 associated with the City of Marshalltown owned property that is leased or rented to a non-profit entity, which are used to provide public recreational opportunities.

The storm water enterprise fund is currently operating at an annual deficit, when accommodating debt service. After 7 years of no rate increases, the rate was increased from \$4/ERU to \$4.20/ERU in 2024, representing a 5% increase to become closer to break-even. The loss of the revenue to the storm water enterprise fund as a result of this ordinance amendment, as well as upcoming CIP projects, will result in the need to consider reviewing and increasing utility rates.

Description/Background:

During the budget process in the Winter of 2024/2025, Council directed city staff to waive sanitary sewer and storm water utility rates for city buildings in an effort to reduce expenses in the General Fund. This change was to be effective for FY26 budget, which will go in effect July 1,

2025.

Additionally, discussions were had amongst certain recreational programs that lease city property in the 6th St Complex and the City Administrator related to utility bills, that was prompted after Marshalltown Water Works began charging more properties for water usage. The City Administrator waived the city's sanitary sewer and storm water utility rates effective immediately during those discussions.

This ordinance amendment is to update our official ordinance to reflect these two changes, which are summarized by waiving utility rates for the following:

1. All properties and facilities owned and operated by the City of Marshalltown, which are used for general governmental purposes, including but not limited to:
 - (a) City Hall and Administrative Buildings;
 - (b) Public Safety Facilities (police and fire stations);
 - (c) Public Parks, Trails, and Recreational Facilities;
 - (d) Public Libraries and Community Centers;
 - (e) Public Works and Infrastructure Maintenance Facilities; and
 - (f) Other municipal facilities directly supporting government operations, as indicated by the City Administrator.
2. All properties and facilities owned by the City of Marshalltown and leased or rented to a non-profit entity, which are used to provide public recreational opportunities.

Attachments:

1. ORD 15107_Amend CH 53.024 Storm Water Exemptions and Credits

**ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN,
IOWA BY AMENDING CHAPTER 53: STORM WATER BY AMENDING SECTION 53.024
EXEMPTIONS AND CREDITS AVAILABLE**

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

Section 1. The Code of Ordinances, City of Marshalltown is hereby amended by modifying Section 53.024, by adding sub-sections, (A)(3) and (A)(4):

§ 53.024 EXEMPTIONS AND CREDITS AVAILABLE., (A)

(3) All properties and facilities owned and operated by the City of Marshalltown, which are used for general governmental purposes, including but not limited to:

- (a) City Hall and Administrative Buildings;
- (b) Public Safety Facilities (police and fire stations);
- (c) Public Parks, Trails, and Recreational Facilities;
- (d) Public Libraries and Community Centers;
- (e) Public Works and Infrastructure Maintenance Facilities; and
- (f) Other municipal facilities directly supporting government operations, as indicated by the City Administrator.

(4) All properties and facilities owned by the City of Marshalltown and leased or rented to a non-profit entity, which are used to provide public recreational opportunities.

Section 2. The Code of Ordinances of the City of Marshalltown is hereby amended and all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 3. 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. This ordinance shall be in effect after its final passage, approval, and publication as provided by law.

Passed this ____ day of _____, 2025, and signed this ____ day of _____, 2025.

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



**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 27, 2025
Re: Request for Council-designated Local Option Sales Tax for a Youth and Adult Recreational Sports Master Plan

Strategic Plan Objective:

None Applicable

Recommended:

Staff recommends approval.

Budget Impact:

The cost of the youth and adult recreational sports master plan is approximately \$50,000 - \$75,000. Staff are requesting Council-designated Local Option Sales Tax funds for this project.

Description/Background:

At the May 12 City Council meeting, City Council directed staff to initiate the development of a youth and adult recreational sports master plan. Staff is requesting the use of Council-designated Local Option Sales tax to hire a consultant to develop the plan as we do not currently have expertise in-house to do so.

The LOST detail spreadsheet is attached. The projected fund balance for Council-designated LOST funds at the end of fiscal year 2026 is \$1,792,525.

Attachments:

1. RFP Draft for Youth and Adult Sports Master Plan
2. LOST detail updated after May 12 2025 Council Meeting

MARSHALLTOWN

— I O W A —

City Administrator's Office

Joel Greer, Mayor
Carol Webb, Administrator
Alicia Hunter, City Clerk
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5799
Fax - (641) 754-5717

REQUEST FOR PROPOSAL YOUTH AND ADULT SPORTS MASTER PLAN

The City of Marshalltown, Iowa, is seeking proposals from qualified consulting firms to conduct a comprehensive evaluation of youth and adult recreational sports in the community and provide actionable recommendations to enhance participation, equity, access, coordination, and quality of sports programs and facilities. The City desires a strategic roadmap for future investment, partnerships, and programming that supports long-term community health, engagement, and development.

Background

Marshalltown is a diverse community with a population of approximately 27,000 residents. Sports programming is delivered by a variety of entities including the Parks & Recreation Department, the School District, nonprofit organizations, and independent clubs. As the city grows and changes, it seeks to ensure that recreational sports opportunities for both youth and adults are inclusive, well-organized, and aligned with community needs. The City is particularly interested in evaluating the current landscape, identifying gaps and overlaps, and prioritizing future investments.

Scope of Services

The selected consultant will be responsible for delivering the following scope of work:

1. Inventory and Assessment

- Conduct a comprehensive inventory of all current youth and adult recreational sports programs, leagues, and providers (public, private, nonprofit, school-based).
- Assess the condition, accessibility, and availability of sports facilities and fields.
- Evaluate program participation data, demographics, and geographic access.

2. Stakeholder and Community Engagement

- Facilitate interviews, focus groups, and/or surveys with key stakeholders, including participants, parents, coaches, community leaders, and City staff.
- Identify barriers to participation and opportunities to increase equity and inclusion.

3. Benchmarking and Best Practices

- Compare Marshalltown's youth and adult recreational sports offerings and structure to similar-sized communities.
- Identify best practices in governance, funding, and program delivery models.

4. Recommendations and Strategic Plan

- Provide short-term and long-term recommendations for improving coordination, access, and quality of youth and adult recreational sports.
- Identify facility improvement or development needs.

City Council

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



- Suggest potential partnerships, funding sources, or governance models.
- Present findings in a final report and public presentation.

The selected consultant will be responsible for the following tasks and deliverables:

Task 1: Project Initiation and Work Plan

- Conduct a project kickoff meeting with the Steering Committee.
- Submit a finalized work plan outlining methodology, engagement strategy, schedule, and deliverables.
- Deliverable: Written work plan with timeline and milestones.

Task 2: Inventory and Program Analysis

- Compile a comprehensive inventory of existing youth and adult recreational sports programs, providers, and facility resources (including city, school, nonprofit, and private sectors).
- Analyze participation trends, fees, age ranges, geographic access, and seasonal offerings.
- Deliverable: Summary report of program inventory and analysis.

Task 3: Stakeholder Engagement

- Design and conduct engagement sessions with stakeholders, including city staff, program providers, coaches, parents, and participants. Facilitate surveys or focus groups to gather insights on barriers, preferences, and needs.
- Identify barriers to participation (e.g., cost, transportation, cultural, language).
- Deliverable: Stakeholder engagement summary and raw data (survey results, meeting notes).

Task 4: Benchmarking and Best Practices

- Identify and compare youth and adult recreational sports models in similar communities.
- Highlight best practices in organizational structure, funding, facility management, and inclusive programming.
- Deliverable: Benchmarking report with comparison matrix and key takeaways.

Task 5: Facility Assessment

- Evaluate the condition, utilization, and accessibility of existing athletic fields, gyms, and other sports facilities.
- Identify capacity limitations, scheduling conflicts, and maintenance challenges.
- Deliverable: Facility assessment with recommendations for improvement or expansion.

Task 6: Strategic Recommendations and Action Plan

- Provide actionable short- and long-term recommendations for:
 - Program coordination and alignment
 - Facility investments or partnerships
 - Equity and inclusion strategies
 - Governance models or shared service approaches

City Council

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



- Deliverable: Draft and final versions of a strategic recommendations report, including implementation guidance.

Task 7: 3-,5-, and 10-Year Implementation Plan

- Develop phased implementation plans outlining priorities, estimated costs, potential funding sources, and timelines. Deliverable: A comprehensive 3-, 5-, and 10-year strategic plan with cost estimates

Task 8: Final Presentation and Reporting

- Present findings and recommendations to the City Council, Parks & Recreation Commission, and other stakeholders.
- Provide all deliverables in both PDF and editable formats.

Proposal Contents

Proposals should include the following:

1. **Cover Letter** - Introduce the firm and express interest in the project.
2. **Firm Qualifications and Experience** - Describe relevant experience with similar projects. Include profiles of key personnel who will work on the project.
3. **Project Approach and Methodology** - Outline the proposed approach to completing the scope of work. Describe methods for stakeholder engagement and data collection.
4. **Work Plan and Timeline** - Provide a detailed timeline for project tasks and deliverables.
5. **Cost Proposal** - Provide a not-to-exceed fee including breakdown of costs by task. Identify any optional services and associated costs.
6. **References** - Include at least three references from similar projects.\
7. **Proposed Fee** - Provide a proposed fee based on the stated Scope of Work, which includes all reimbursable items like mileage and printing. Once the desired consultant has been identified, the City reserves the right to negotiate the final fee, but has allocated \$50,000 - \$75,000 for this scope of work.

Selection Criteria

Proposals will be evaluated based on the following:

- Experience with similar projects (25%)
- Project approach and methodology (25%)
- Qualifications of personnel (20%)
- Cost and value (20%)
- Quality and clarity of proposal (10%)

Submission Details

Each proposal, one (1) original, must be signed by an authorized representative of the firm, and must be submitted in a sealed envelope or package. A removable media storage device containing one (1) digital copy of the proposal must be included.

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

City Council
Mark Mitchell, Barry Kell, Melisa Fonseca, Mike Ladehoff,
Jeff Schneider, Gary Thompson, Greg Nichols



- XXX, 2025: Issue Request for Proposal
- XXX at 12 PM: Deadline for Questions
- XXX at 10 AM: Proposals Due
- XXX, 2025: Interviews with Finalists
- XXX: Recommendation to City Council

All questions related to this request for proposal must be submitted in writing via e-mail to Carol Webb cwebb@marshalltown-ia.gov no later than 12PM XXX, 2025.

Proposals must be sealed and submitted as one hard copy and one electronic copy no later than 10AM on XXX, 2025, to the following:

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

Proposals must reference “RFP for Youth and Adult Sports Master Plan” on the exterior of the sealed bid. Any proposal received after due date and time will not be considered.



Local Option Sales Tax (L.O.S.T) Balances		LOST-	LOST-	LOST-	TOTAL
After 5/12/25 Council meeting		Prop. Tax Relief	Council Designated	Capital Projects	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)
49	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	Discussion May 12 2025 Security Enhancements for City Hall/Carnegie buildings		(12,000)		(12,000)
56	Total Budgeted Expenses	(3,450,000)	(2,117,855)	(376,829)	(5,944,684)
57					
58	Projected Fund balance 6/30/2026	234,538	1,792,525	176,119	2,203,181
59					
60	Future years:				
61	Res 2024-101 Reserve for General Insurance Reserve Fund (transfer to 011) Note: \$100K FY24-26	(100,000)			(100,000)
62	Res 2024- YSS MPACT use all of ARPA funds first and if need to continue until 12/31/26		(50,000)		(50,000)
63	Res 2024-265 Arts & Culture Alliance \$125K Placemaking +\$5K band= \$130,000 for 5 years (2 qtrs in FY29) Highland acres		(585,000)		(585,000)
				(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 27, 2025
Re: Lease Agreement Policy

Strategic Plan Objective:

N/A

Recommended:

Staff recommends bringing forward a lease agreement policy for Council consideration.

Budget Impact:

None at this time

Description/Background:

The City leases a number of properties to various clubs and community groups (list of agreements attached) at generally low lease rates (e.g. \$1/year). A question has recently been raised regarding the lease rates for each of these agreements and whether those rates are in compliance with Iowa Code Section 364.7(3) and the City's disposal of surplus property policy. Iowa Code and City policy provides that "a city may not dispose of real property by gift except to a governmental body for a public purpose". This includes the disposal of a leasehold interest in real property for less than market rent.

City Council was advised by legal counsel to evaluate its current lease agreements, lease rates, and lease terms for such groups. Staff requested assistance from two Councilmembers to work with the City Administrator and legal counsel to conduct this evaluation and to bring recommendations back to City Council for consideration. This committee met and is proposing the attached lease agreement policy for Council consideration.

Attachments:

1. Marshalltown_Lease_Policy_2025 DRAFT
2. Lease agreement summary

Lease Agreement Policy

Purpose

The purpose of this policy is to provide consistent criteria for evaluating, establishing, and renewing lease agreements between the City of Marshalltown and external parties. This ensures that all lease terms are in the public interest, legally compliant, and financially responsible.

Governing Law

In accordance with Iowa Code §364.7, a city may not dispose of real property—including by lease for a term exceeding three years—without following the public hearing and resolution process. The law further prohibits disposal of real property by gift, except to another governmental body for a public purpose. This includes leasing property for less than fair market value.

Applicability

This policy applies to all leases of City-owned real property or improvements (such as buildings or storage spaces) to third-party tenants, including non-profits, community organizations, clubs, and private parties.

General Policy and Criteria

When evaluating lease proposals or renewals, the following criteria shall be used:

Public Benefit

Leases may be considered when the lessee provides services aligned with City goals, including recreation, education, economic activity, or public safety.

Fair Market Rent

The City shall seek fair market rent unless a public benefit offset can be clearly demonstrated.

Lease Term Limits

Standard leases shall not exceed 3 years. Leases up to 10 or 20 years may be considered with justification. All leases over three years require a public hearing and City Council approval.

Exclusive vs. Shared Use

Exclusive use must be justified by need, risk, or public service outcomes.

Liability and Insurance

All lessees must maintain the minimum insurance requirements per City Ordinance §10.009, naming the City as an additional insured. High-risk activities may require higher coverage.

Lease Agreement Elements

All lease agreements shall include the following:

- Legal description of the premises
- Lease term and renewal conditions
- Rental rate and payment terms
- Maintenance and utility responsibilities
- Indemnity and insurance provisions
- Termination and default clauses
- Use restrictions and compliance with laws
- Public purpose or service justification (if reduced rent is proposed)

Lease Renewal or Amendment

Leases may be renewed if the lessee has maintained good standing and the rental rate has been reviewed for alignment with fair market value. Amendments must follow the same review process.

LEASE AGREEMENTS

Entity	Cost	Years Term	Reason	Resolution
American Legion Golf Course	\$2.50/year (\$50 total)	20 12/15/13-12/15/33	Flood plan property leased to golf course operation	2013-064
Central Iowa River Gun Club	\$10/year (\$100 total)	10 03/15/15-02/28/25	Large room under north end of S Center St viaduct	2016-025
IDNR & Iowa River OHV Club	No cost noted	20 04/25/05-04/25/25	28E Agreement to create OHV Park	2005-082
Iowa River OHV Club	\$1/year (\$15 total)	15 04/25/10-04/25/25	Parking lot lease	2010-025
IDNR & Iowa River OHV Club	Amendment to 2005-082	15 06/14/10-04/25/25	Land for all-terrain vehicle park	2010-066
Iowa River OHV Club	\$1/year	3 03/14/22-04/25/25	Land for skills course	2022-071
Marshall County Communications Commission	\$1/year	N/A 09/01/19-indefinite	28E for 1800 sq ft at Police-Fire Building	2019-264
Marshall County Communications Commission	\$12,000/year	N/A 05/28/24-indefinite	Utility reimbursement	2024-118
Marshall Gun Club, Inc.	\$75/per acre (\$556.50/yr)	3 07/01/24-06/30/26	7.42 acres at airport for outdoor range	2017-163
Marshalltown Aviation, Inc.	\$2,333/mon (\$28,000/yr)	15 01/01/22-12/31/37	Airport Fixed-Base Operation lease	2021-355
Marshalltown Football League	\$1/year (plus utilities)	3 01/01/25-12/31/27	Lease of football field	2024-217
Marshalltown Little League	\$1/year (plus utilities)	3 09/28/23-09/28/26	Lease of baseball diamonds	2023-172
Marshalltown Radio Controlled Flyers	\$10/year (\$100 total)	10 06/11/17-06/10/27	Lease of grounds N & E of 18th Ave & Main St	2017-010
Marshalltown Softball Association	\$1/year (plus utilities)	5 01/01/21-12/31/25	Lease of softball diamonds	2022-293
Marshalltown Community School District	\$1/year	10 01/01/17-06/30/27	Parking lot east of Anson School	2017-106
Marshall County Arts & Culture Alliance	\$1/year	35 11/25/13-11/25/38	Donated work of art display (Echo)	2013-186
Region 6 Planning Commission	\$1/year	50 05/01/08-05/01/58	Built new office on city property	2008-035
Union Pacific Railroad Company	\$250/year	1 09/01/24-09/01/25	Lease of bike trail	2019-195



**MARSHALLTOWN
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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: Jill Petermeier, Human Resources Director
Meeting Date: May 27, 2025
Re: Human Resources Policy Amendments

Strategic Plan Objective:

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

Recommended:

Staff recommend acceptance of these policy changes and additions for the recruitment of employees and the retention of current staff.

Budget Impact:

Policy 3.17 – Unknown cost savings. Policy 4.1 - Approximately \$22,000.

Description/Background:

Proposed policy changes/updates/additions include:

Policy 2.14 – Drug Free Workplace Policy – the policy has been revamped based on our attorney's recommendations. The new version adds reasonable suspicion testing for non-CDL drivers and post-accident testing for non-CDL drivers based on industry and legal standards. Currently, supervisors who have CDL drivers take reasonable suspicion training through the Drug Testing Network – this would be required of all supervisors.

Policy 3.2 – Vacation – In 2002, the city changed the vacation policy and eliminated the 5th week of vacation for 20 years of continuous employment for non-union employees who were hired after April 23, 2002. Upon doing benchmarking, all of our benchmarking cities give a 5th week of vacation somewhere between 18-30 years of employment. The new version of the policy adds that 5th week of vacation back in on an employee's 20th anniversary. This is a benefit we feel is good for long-term employee retention. The unions grant a fifth week as follows: Parks – those hired before 4/23/2002, PD – those hired before 7/1/2011, Streets/Sewer/Utility – those hired before 7/1/2005, and Fire – automatically get at 20 years. In the case of police and fire, it has been a deterrent for promotions out of union to not offer this fifth week to non-union staff.

This revision would also provide new hires with 2 days of vacation time at their hire date and 3

additional days at 6 months of employment. Currently, most new hires do not get any vacation time until their first anniversary. This would aid in recruitment.

The revision increases the amount of vacation time that an employee gets on their first anniversary from 1 week to 2 weeks. This is based on benchmarking data collected from cities our size. This would aid in employee retention.

Policy 3.9 – Bereavement Leave – This revision increases the amount of bereavement time for parents, stepparents, parent-in law, spouse, child or step child from 24 consecutive hours to 1 week.

Time off of 1 day has been added in for the death of an aunt, uncle, niece, or nephew. These are currently not in the policy and would allow for consistency with the Union contracts.

NEW 3.17 – Voluntary Furlough – This would allow most non-union employees to voluntarily take up to 5 days off per fiscal year, unpaid. Utilization of this by staff would result in a cost savings to the city by reducing salary costs.

Policy 4.1 – Non-Union Compensation/Classification Policy – This revision holds more accountability for the successful completion of annual performance appraisals and ties it to a non-union employee's step increase. There are also updates in the policy to reflect the most recent compensation study by Gov HR, which includes updating the study completion date and pay grade information.

This revision also adds a bilingual pay differential for our non-union employees who are fluent in an additional language. This is not something that has benchmarking data to support it.

Currently, the only language differential paid is in the Police Union contract. To show the value this adds to our customers, I had 4 bilingual staff members track for one week the number of interactions they had with customers where they utilized an additional language for communication. Here are the stats for the week:

15 phone calls were taken that were transferred to them due to needing their language translation assistance.

20 customers were assisted in their department who only spoke Spanish.

15 customers were assisted from other departments where their translation services were needed.

We feel this is the right thing to do for the value that these services add to the city's daily operations and for the customer service they provide to our customers.

Attachments:

1. Revised Policies May 2025

2 - EMPLOYMENT

2.14 - Drug Free Workplace Policy

Revised: July 1, 2007

Reviewed: December 2018

In compliance with the Drug-Free Workplace Act of 1988, this is the City's policy regarding the work-related effects of drug use and the unlawful possession of controlled substances on City premises.

- Employees are required to report to work on time and in an appropriate mental and physical condition for work, free of non-prescription drugs, including alcohol, and their effects. It is the City's intent and obligation to provide a drug-free, healthful, safe, and secure work environment.
- The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance or alcohol on City premises or while conducting City business off City premises is absolutely prohibited. Violations of this policy will result in disciplinary action or suspension or termination of employment and may also have legal consequences. The City may take more severe disciplinary measures where a violation has serious consequences and may take less severe disciplinary measures under opposite circumstances.
- The City recognizes drug dependency as an illness and a major health problem and recognizes drug abuse as a potential health and safety problem. Employees who need help with such problems are encouraged to use available treatment programs. The City's Human Resources Department is available to assist employees in enrolling in these programs. Conscientious efforts initiated by the employee to seek help will not jeopardize the employee's job and to the greatest extent possible that information will remain confidential, however, confidentiality will only be maintained as long as the employee complies with the terms of the rehabilitation program. An employee who seeks treatment will not be allowed to return to work without a **medical return to duty release** from the physician who has been treating the employee for that condition that states that all provisions of the treatment program have been followed, that the employee is drug and/or alcohol free, is not chemically dependent, and that the employee can return to work. A physician's statement merely stating that the employee may return to work will not constitute a return to duty release and will not be accepted by the City as evidence of a capability to perform specific duties or as compliance with the Drug Free Workplace Policy.
- As a condition of employment employees must abide by the terms of this policy and must report any conviction under a criminal drug statute for violations occurring on or off City premises while conducting City business. The Drug-Free Workplace Act mandates that report of a conviction **must be made within five days after the conviction**. Satisfactory participation in a drug abuse rehabilitation program is then required.
- Additional rights granted to The City of Marshalltown by the Code of Iowa will not be extinguished by the existence of this policy.

I have read the City of Marshalltown's policy concerning a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988. I understand that as a condition of employment with the City that I must abide by the terms of the policy.

Signed by employee

Date signed

NEW POLICY

2 - Employment

2.14 - DRUG AND ALCOHOL POLICY

Testing Program for Individuals Not Required To Possess a Commercial Driver's License

A. Statement of Policy

It is the policy of the City of Marshalltown to create and maintain a drug-free workplace in accordance with the Drug-Free Workplace Act of 1988. In support of this policy, the following conduct is prohibited: (1) the use, sale, offering for sale, or possession of illegal drugs, controlled substances, imitation controlled substances, or counterfeit controlled substances, on the job, on the City's premises, or in City vehicles; (2) any improper use of "legal" or physician-prescribed drugs on the job, on the City's premises, or in City vehicles; (3) the use, sale, offering for sale, or possession of alcoholic liquor (beer, wine, or alcohol) on the job, on the City's premises, or in City vehicles; and (4) being under the influence of illegal drugs or controlled substances, alcoholic liquor (beer, wine, or alcohol) or improperly used prescription drugs on the job, on the City's premises, or in City vehicles.

B. Application

The City reserves the right to conduct alcohol and drug testing for employees that are NOT required to possess a Commercial Driver's License (Non-DOT employees) under any of the following circumstances:

- Pre-Employment Testing - When a position warrants a pre-employment drug test and physical. Testing will occur after the City makes an offer of employment but prior to the prospective employee's first day of work.
- Reasonable Suspicion Testing - Where there is evidence that an employee may be impaired on the job due to the use of illegal drugs, controlled substances, prescription drugs, or alcohol.
- Post-Workplace Accident - After a workplace accident if there is an injury to a person or if there is damage to property in excess of one thousand dollars.
- Follow-Up Testing/Return-To-Work Testing - When an employee returns to work after a violation of this policy.
- Where there is evidence that an employee has violated some provision of this policy.

C. Definitions

As used in this policy, the term "*controlled substance*" or "*drug*" for purposes of this policy means any substance specified in Schedule I, II, III, IV, or V of the federal Controlled Substances Act, 21 U.S.C. 801 et. seq. and published at 21 CFR 1308.11 and 21 CFR 1308.12, and any substance defined as a "controlled substance" by state law.

"*Alcohol*" means the intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohol including methyl or isopropyl alcohol. The term "alcohol" includes, but is not

limited to, beer, wine, liquor, other alcoholic beverages, and medicines containing alcohol (unless the packaging seal is unbroken).

D. Pre-Employment Testing

All full-time, part-time, paid-on-call employees, all police reserve employees, and all prospective employees will be required to pass a drug test after they have been extended a conditional offer of employment with the City.

Prospective employees who refuse to take the required drug test, who fail to cooperate in any aspect of the testing procedure, or who test positive for any of the designated drugs will be ineligible for City employment for a minimum of two years and will be removed from all eligibility lists.

E. Reasonable Suspicion Testing

Any employee who is reasonably suspected of being impaired by or under the influence of a controlled substance or alcohol (that is, having a controlled substance or alcohol in the body) shall be either suspended from their job duties pending an investigation and verification of their condition or, if drug testing facilities are not available, ordered to immediately discontinue all work activities and leave the City's premises. Employees who are reasonably suspected of being impaired by or under the influence of a controlled substance or alcohol will not be permitted to drive a motor vehicle after they have been suspended. If the employee has driven a motor vehicle to work, the employee must either make arrangements with another individual to drive their vehicle or must make arrangements for alternative transportation. In certain circumstances, the City Police Chief or designee may be called to assist.

Employees may be subject to testing when there is reason to believe that an employee is using or has used alcohol or other drugs in violation of the City's written policy drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience. For purposes of this provision, facts and inferences may be based upon, but are not limited to, any of the following:

1. Observable phenomena while at work such as direct observation of alcohol or drug use or abuse or of the physical symptoms or manifestations of being impaired due to alcohol or other drug use.
2. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
3. A report of alcohol or other drug use provided by a reliable and credible source.
4. Evidence that an individual has tampered with any drug or alcohol test during the individual's employment with the City.
5. Evidence that the employee has manufactured, sold, distributed, solicited, possessed, used, or transferred drugs while working or while on City's premises or while operating the City's vehicle, machinery, or equipment.

Reasonable suspicion testing will only be applicable during, just before, or just after the period of the day when the employee is engaged in work functions. In certain circumstances, testing may take place on the weekend immediately following the shift in which the Employees behavior gave rise to the need for reasonable suspicion testing. Employees who are required to submit to reasonable suspicion testing will be suspended from their job duties pending an investigation and the report of the tests. If the test of the employee results in an alcohol concentration of less than .04 and a Medical Review Officer (MRO) verified negative test for the use of controlled substances, then the period of suspension will be with pay. If the test of the employee results in an alcohol concentration of more than .04 or a MRO-verified positive test for the use of controlled substances, then the period of suspension will be without pay.

F. Post-Workplace Accident Testing

Employees will be subject to testing if they have suffered a work-related injury for which a report could be required under Iowa Code Chapter 85. Generally, Post-Workplace Accident Testing will occur whenever our Employee is involved in an accident resulting in a reportable personal injury or resulting in property damage in excess of \$1,000.

The employee is permitted to obtain necessary medical attention following an accident, to leave the scene of an accident for the period necessary to obtain necessary emergency medical care, but the employee will be subject to post-injury testing and must remain readily available for testing or the employee will be deemed to have refused to submit to testing.

Alcohol tests will be administered as soon as practicable, but no later than 8 hours after the injury. Tests for controlled substances will be administered as soon as practicable, but no later than 32 hours after the injury.

G. Follow-Up Testing/Return-To-Work Testing

Any employee who is found to be violation of this policy regarding drug and alcohol use and who returns to any employment with the City will do so subject to conditions set by the City including conditions that the employee comply with the following return-to-duty or follow-up testing procedures:

1. The employee must receive any recommended counseling or treatment.
2. The employee must submit to a drug and alcohol test like any other applicant or new employee.
3. After returning to duty, the employee will be subjected to six unannounced follow-up tests within the next twelve (12) months for alcohol, drugs or both; and
4. The employee's immediate supervisor, in consultation with the substance abuse professional, can terminate the follow-up testing requirement after the first six (6) tests have been successfully completed or can continue the follow-up testing for up to sixty (60) months from the date of the employee's return to duty.

H. Cooperation Required

Any individual who refuses to submit to an alcohol or controlled substance test, who provides false information in connection with a test, or who attempts to falsify test results through tampering, contamination, adulteration, or substitution will be subject to disciplinary action.

The phrase “refuses to submit to an alcohol or controlled substance test” means that the individual:

1. Fails to provide adequate breath for testing without a valid medical explanation after he or she has received notice of the requirement for breath testing, or
2. Fails to provide adequate urine for controlled substance testing without a valid medical explanation after he or she has received notice of the requirement for urine testing, or
3. Engages in conduct that obstructs the testing process.

Testing shall be conducted in a manner to assure the highest degree of accuracy and reliability by using techniques and laboratory facilities which meet the requirements of the Iowa Department of Health and Human Services.

I. Confirmatory Testing

If the result of the initial test is an alcohol concentration of .04 or greater or if the result of the initial test is positive for the presence of a controlled substance, a confirmatory test must be performed. The confirmatory drug or alcohol test shall be a chromatographic technique such as gas chromatography/mass spectrometry, or another comparably reliable analytical method.

J. Employee Requested Testing

If a confirmed positive drug or alcohol test for a current employee is reported to the City by the medical review officer, the City shall notify the employee in writing by certified mail, return receipt requested, of the results of the test, the employee’s right to request and obtain a confirmatory test of the second sample collected at an approved laboratory of the employee’s choice, and the fee payable by the employee to the City for reimbursement of expenses concerning the test. The fee charged an employee shall be an amount that represents the costs associated with conducting the second confirmatory test, which shall be consistent with the City’s cost for conducting the initial confirmatory test on an employee’s sample.

If the employee, in person or by certified mail, return receipt requested, requests a second confirmatory test, identifies an approved laboratory to conduct the test, and pays the City the fee for the test within seven days from the date the City mails by certified mail, return receipt requested, the written notice to the employee of the employee’s right to request a test, a second confirmatory test shall be conducted at the laboratory chosen by the employee. The results of the second confirmatory test shall be reported to the medical review officer who reviewed the initial confirmatory test results and the medical review officer shall review the results and issue a report to the City on whether the results of the second confirmatory test confirmed the initial confirmatory test as to the presence of a specific drug or alcohol. If the results of the second test do not confirm the results of the initial confirmatory test, the City shall reimburse the employee for the fee paid by the employee for the second test and the initial confirmatory test shall not be considered a confirmed positive drug or alcohol test for purposes of taking disciplinary action.

If a confirmed positive drug or alcohol test for a prospective employee is reported to the City by the medical review officer, the City shall notify the prospective employee in writing of the results

of the test, of the name and address of the medical review officer who made the report, and of the opportunity for the prospective employee to request records.

K. Consequences for Violations

If the test of an individual who is applicant for employment results in a Medical Review Officer (MRO)-verified positive test for the use of controlled substances or an alcohol concentration of .04 or greater, the applicant will not be eligible for employment.

Disciplinary action, including termination of employment, may be taken against employees for any of the following reasons:

1. A violation of any provision of Marshalltown City Policy.
2. If the test of the employee results in a Medical Review Officer (MRO)-verified positive test for the use of controlled substances or an alcohol concentration of .04 or greater
3. A failure or refusal to submit to testing.

L. Payment for Evaluation and Treatment

The City's responsibility for the cost of any evaluation, treatment, or counseling will be limited to the benefits provided by the City's health insurance plan for such evaluation, treatment, or counseling.

M. Record Retention

All records created under this policy, including records of individual employee drug test results, will be retained in accordance with state and federal law. Drug test results will be maintained in a confidential file, separate from the employee's personnel file.

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MARSHALLTOWN
DRUG AND ALCOHOL POLICY
NOTICE TO EMPLOYEES

Employees governed by this policy are hereby notified they are subject to the City of Marshalltown (the “City”) drug and alcohol testing program for pre-employment, reasonable suspicion, and post-workplace accident, as outlined in the Drug and Alcohol Policy: Testing Program For Individuals Not Required To Possess a Commercial Driver’s License, its supporting documents and the law.

All Employees are subject to drug and alcohol testing. For purposes of the drug and alcohol-testing program, “employees” also includes applicants who have been offered a position. Employees shall be subject to the drug and alcohol testing program beginning the first day they are offered a position and will continue to be subject to the drug and alcohol testing program throughout their employment.

It is the responsibility of the City Administrator or designee to inform employees of the drug and alcohol testing program requirements. Employees with questions regarding the drug and alcohol testing requirements shall contact the City Administrator.

Employees governed by the drug and alcohol testing policy are further notified that employees violating this policy, its supporting documents or the law may be subject to discipline up to and including termination at the discretion of the City. Employees violating this policy, its supporting administrative regulations, or the law may be subject to discipline up to and including termination.

Employees governed by the drug and alcohol testing policy are further notified it is a condition of their continued employment to comply with the Drug and Alcohol Testing Program policy, its supporting documents and the law. Drug and alcohol testing records about an employee are confidential and are released in accordance with this policy, its supporting documents or the law.

Employee Signature: _____ Date: _____

3 - EMPLOYEE BENEFITS

3.2 - Vacation

Revised: ~~December 2018~~May 2025

Full-time regular employees who are not Department Directors will be granted paid vacation time annually in accordance with the following schedule:

At time of hire – 2 days

At 6 months – 3 days

~~At least one year continuous employment – one week~~

At least ~~two~~one years continuous employment - two weeks

At least five years continuous employment - three weeks

At least 12 years continuous employment - four weeks

At least 20 years continuous employment - five weeks

Any exceptions must be pre approved by the City Administrator.

~~Full-time regular employees who were hired prior to April 23, 2002, are allowed five weeks of vacation with at least 20 years continuous employment unless otherwise dictated by a written employment agreement with the City.~~

Years of employment are usually calculated from the date of full-time regular employment.

Paid vacation must be taken within the ~~one year~~one-year period between employment anniversary dates, however, an employee may carry over a maximum of five days of vacation time into the employee's next anniversary year.

Each Department or Division may establish its own policy regarding the minimum number of hours that may be used and the procedures for vacation requests and approval. Employees may elect to use vacation in increments of not less than 15 minutes to apply to time missed due to inclement weather.

In order to audit financial practices and prevent fraudulent activities, the City Clerk, ~~the City's Executive Secretary~~, and all Finance Department employees are required to remove themselves from all duties related to cash and accounting for a period of not less than five full consecutive work days each year. For record-keeping purposes the five-day period is measured from the employee's hire date and annually thereafter. Each employee covered by this provision is responsible for complying with this requirement and must provide detailed signed and dated documentation of compliance to the Finance Director before the completion of his or her anniversary year. Other departments that handle cash and accounting are audited on a spontaneous but frequent basis.

A Department Director may give written authorization for an employee to use accrued vacation in advance in case of an emergency, or before an unpaid Leave of Absence, or before using unpaid leave covered by the Family and Medical Leave Act.

Paid vacation shall be paid at the employee's regular straight hourly rate of pay and shall not be paid at an overtime or higher rate of pay.

Employees leaving employment will be eligible for unused and accrued vacation time. All eligible vacation leave payout dollars will be converted into a Retirement Health Savings account on a tax deferred basis.

The City Administrator is authorized to negotiate vacation schedules for Department Directors. The City recognizes that such professionals have previous years of experience that may be reflected when determining their vacation schedules. The following schedule will serve as a guide:

- First year of service following completion of a 6 month probationary period - 2 weeks
- Five years of service/experience - 3 weeks
- Twelve years of service/experience - 4 weeks
- Twenty years of service – 5 weeks

3 - EMPLOYEE BENEFITS

3.9 - Bereavement Leave for full-time regular employees

Revised: July 1, 2007

May 2015 2025

In the event of a death in an employee's immediate family, a full-time regular employee will be granted a paid bereavement leave ~~of up to 24 consecutive working hours~~ in accordance with the following provision:

1. 40 consecutive working hours will be granted for a parent, parent-in-law, stepparent, spouse, child or step child.
2. 24 consecutive hours will be granted for a ~~The employee's immediate family is defined as parent, parent-in-law, stepparent,~~ grandparent, grandparent-in-law, ~~spouse, child, stepchild,~~ grandchild, brother, brother-in-law, stepbrother, half brother, sister, sister-in-law, stepsister, and half sister.
- 1.3. (8 hours for Aunt, Uncles, nieces and nephews).
- 2.4. To qualify for the leave, the employee must notify the Department Director or Division Manager, take the time off, and attend the funeral.
- 3.5. The employee shall be paid on the basis of the employee's regular straight hourly pay rate for the period of the bereavement leave.
- 4.6. An employee who must travel 250 miles or more each way to a funeral may be granted two extra days of leave to attend the funeral. These two extra days will be charged against the employee's sick leave allowance.

3 - EMPLOYEE BENEFITS

3.17 – Voluntary Furlough

Adopted:

A voluntary furlough is intended to reduce salary costs and thereby assist in financial stability for the City by allowing employees to take up to 5 days off from work without pay in a fiscal year without adversely affecting certain benefits. In order for the day to qualify as a Voluntary Furlough Day, an employee must complete the Voluntary Furlough Request form within the timeline set forth and obtain prior approval from the Department Director and City Administrator.

Eligibility:

-All regular full time employees with the following exceptions – WPCP Operators, Fire Union staff, Fire Captains, Police Union staff and Police Lieutenants.

Utilization of Furlough Days:

- The 5 days may not be used consecutively;
- Time must be taken as a full day at a time;
- Each non consecutive date requires a separate form;
- Furlough days must be used in place of paid leave, employee shall not perform work on this day and shall receive no pay;
- Furlough days cannot be requested in lieu of holiday pay;
- Furlough time off does not count toward regular worked hours required before eligibility of overtime;
- An employee does not have to have depleted their paid time off before requesting a furlough day.

Benefits:

- No benefits are affected, other than no IPERS contribution is made for voluntary furlough time off;
- An employee still participates in same benefits as otherwise available;
- An employee will continue to accrue paid time off benefits in which they are otherwise entitled.

Request and Approval Process:

- A written Voluntary Furlough Request Form is required for participation consideration;
- The Department Director and/or City Administrator will have the full discretion to approve or deny the furlough request;
- Denial of a request for voluntary furlough is not eligible for the Grievance Process as defined in policy 6.1;
- Request submitted outside of the required advanced notice timeframe will not be considered;
- Approval or denial will be given in writing to the employee within 3 business days of its submittal as long as the supervisor is working.

Each fiscal year, the utilization of this policy will be evaluated. The City Administrator reserves the right to not allow this program for a fiscal year in advance of July 1st.

MARSHALLTOWN

— I O W A —

VOLUNTARY FURLOUGH REQUEST FORM

ATTENTION: Form must be submitted at least 10 business days prior to requested date off – no exceptions

TO BE COMPLETED BY EMPLOYEE:

Employee Name: _____

Department: _____

Employee Phone #: _____

Supervisor Name: _____

I am requesting that my schedule be reduced for the following date(s):

Date requested: _____ # of hours in shift: _____

Date submitted to my Supervisor: _____

(MUST be with in at least 10 business days prior to the requested date for consideration).

I have received and read the Voluntary Furlough Policy and understand and agree to the items set forth in the policy. I understand that I must personally hand this request to my supervisor unless another means of delivery has been discussed directly with my supervisor. I further understand that my supervisor has 3 business days to provide me with written approval or denial and understand that that decision is final with no means to appeal the decision.

Signature: _____ Date: _____

TO BE COMPLETED BY DEPARTMENT DIRECTOR:

Approved: ☐ Yes ☐ No If no, reason: _____

Signature: _____ Date: _____

Final approval must be obtained by the City Administrator before employee notification:

Approved: ☐ Yes ☐ No

City Administrator Signature: _____

Date: _____

COMPLETED FORMS SHOULD BE TURNED IN TO HUMAN RESOURCES PRIOR TO THE FURLOUGH DATE.

4 – NON-UNION COMPENSATION/CLASSIFICATION

4.1 - Policy

Revised: July 1, 2007

Revised: April 2018, June 2024

The City's non-union Classification and Compensation study was ~~conducted by Yarger, Decker, Thomas Gov HR~~ and was adopted by the City Council effective ~~June 23, 1996~~ January 1, 2024. ~~Additional compensation appeal results and technical corrections have been adopted since then.~~ When situations are found that cause inequities within the pay system the City Administrator has the authority to make adjustments to correct those inequities.

PURPOSE OF THE COMPENSATION PLAN

The philosophy of the City's compensation policies is that the City shall establish, administer, and maintain a compensation plan for employees based on the following objectives:

- Internal Equity - establish and maintain a compensation structure that rewards all employees in a consistent and equitable manner based on the relative value of the job within the City.
- External Competitiveness - provide a compensation structure that will allow the City to attract and retain qualified employees at all levels of responsibility.
- Employee Motivation - encourage employee motivation by rewarding good performance through fair pay and consistent application of the compensation plan.
- Legal Compliance - comply with federal and state laws and regulations governing compensation.
- Effective Administration and Continuity - administer the provisions of this plan on a consistent basis and provide the capability of recognizing changes in organization, job responsibilities, and market influences.

RESPONSIBILITY

The City's Human Resources Director is responsible for ensuring that the compensation plan is implemented and administered in accordance with these regulations and any other compensation policies adopted by the City Council. Additionally, each Department Director has the responsibility of consistently administering the pay program within his or her department in a fair and consistent manner. Using the principles expressed herein as a policy guide, the City Administrator is responsible for interpreting the pay plan if there are situations not covered by this policy.

JOB DESCRIPTIONS

Each position covered by the ~~Yarger, Decker, Thomas study~~ Gov HR study has a job description written in a standard format, ~~signed by the appropriate Department Director and by the City Administrator,~~ that reflects the responsibilities of the position and the qualifications required for it.

MAINTENANCE OF THE PAY SCHEDULE

The pay schedule consists of ~~36-26~~ pay grades with 13 steps (A-M) in each pay grade. To maintain employees' standard of living the schedule will usually be adjusted each year on the first day of July and will generally be adjusted by the average percentage increase settled upon by the City's unions.

HOURLY RATE OF COMPENSATION AND BI-WEEKLY PAYMENT

The hourly rate of compensation for full-time non-exempt (hourly) employees is calculated by dividing the annual amount shown on the pay schedule by the number of hours the employee is regularly scheduled to work. That number is generally 2,080, however, Fire Captains' hourly rate of pay is calculated by dividing the annual amount by 2,592, and Police ~~Sergeants'~~ Lieutenants hourly rate of pay is calculated by dividing the annual amount by 2,184.

The rate of pay for part-time regular positions covered by the ~~Yarger, Decker, Thomas~~ Gov HR study is the hourly rate on the pay schedule and is paid only for time worked.

Salaried employees' pay is calculated by taking an hourly rate of pay times 80 hours in each two week pay period and not on the basis of an annual salary divided by 26 or 27 pay periods.

Because of the Fair Labor Standard Act's overtime requirements, the City will not allow a full-time employee to work an additional part-time City job.

NEW EMPLOYEE

Each new employee shall meet or exceed the minimum qualifications stated in the job description for the position. New employees hired by the City will generally be placed in the entrance step of the position's pay grade unless the Department Director, the Human Resources Director, and the City Administrator agree that conditions require offering the job at a level higher than the entrance step.

PROMOTION, TRANSFER, DEMOTION, AND RECLASSIFICATION

Generally time in rank or time in a specific position with the City rather than the total length of time employed by the City will be used in the placement of employees on a step on the City's pay schedule. A full-time regular employee's anniversary date will not change due to a promotion, transfer, position reclassification, or demotion.

PROMOTION

When an employee is promoted to a position in a higher pay grade he or she will be placed on step A of the new grade. If that amount is less than the employee's current base rate of pay the employee will be placed in the new grade at the rate immediately above his or her current base rate of pay. The employee may be placed in a higher step in the new grade if the City Administrator determines that a higher step is justified to maintain equity in the pay plan.

TRANSFER

- *Same pay grade.* There will not be an immediate change in the pay rate for an employee who is transferred from one nonunion position to another nonunion position in the same pay grade.
- *Higher pay grade.* If an employee is transferred to a position with a higher pay grade the change will be considered a promotion and the provision concerning promotions will apply.
- *Lower pay grade.* If an employee is transferred or demoted to a nonunion position with a lower pay grade the employee will be placed in the step in the lower grade equal to or immediately above the employee's current pay. The employee shall not be placed in a pay step in the new grade above mid-point (step G).

POSITION RECLASSIFICATION

If the duties and responsibilities of an established regular position are permanently and significantly changed, the proposed job description will be submitted to the City Administrator and Human Resources Director for review and assignment of an appropriate pay grade.

- *Higher grade.* If a position is reclassified to a higher grade, the employee will be placed in the step in the higher grade that is the same as the employee's current base rate of pay. If there is not a step with the same rate of pay the employee will be placed in the closest higher step in the new grade.
- *Lower grade.* If a position is reclassified to a lower grade the same rules apply as for a transfer to a lower pay grade (see above).

CREATION OF A NEW POSITION

The creation of a new position begins with a written job description. The City Administrator, Human Resources Director, and Department Director will jointly determine an appropriate pay grade.

PROBATIONARY PERIODS

The probationary period for most nonunion positions shall be six months.

The successful completion of a probationary period does not change an employee's status as an at-will employee and does not restrict the City's right to terminate employment.

Employees who change from part-time to full-time employment in the same position or in a new position will be required to complete a new probationary period. The employee's full-time hire date will be his or her anniversary and seniority date.

A current City employee who changes positions because of promotion, transfer, or whose position is reclassified shall serve a new six-month probationary period.

MOVING THROUGH THE STEPS AND THE PERFORMANCE EVALUATION PROCESS

The purpose of salary step increases is to motivate and reward employees. Step increases are not ~~to be~~ automatically given. The performance evaluation system provides a structured and consistent approach to ensure accountability, recognize employee contributions, identify areas for professional development, and set clear expectations for future performance. but are to be earned by the employee; they are not a reward for merely working for the City another year. Disciplinary action may include reduction of pay steps.

All employees subject to this policy shall receive an annual performance evaluation conducted by their immediate supervisor. A performance evaluation shall be conducted at least fifteen days prior to each employee's anniversary date using the approved Employee Performance Evaluation Form. Employees whose performance evaluations indicate that their performance meets or exceeds the expectations for the position and who are not at the top step of their pay grade may be given a performance-based step increase.

The ~~Rating Official~~ immediate supervisor will be is responsible for providing, in person and in writing, constructive feedback on an employee's job performance, strengths, areas for improvement, professional development opportunities, and goals for the upcoming year. informing the employee in writing of any areas needing improvement and if the employee has areas of improvement, the supervisor may establishing a time frame for re-evaluation. The completed evaluation form shall be submitted to Human Resources for record-keeping.

Rating Officials Supervisors who have not completed every one of the all required employee performance evaluations will not be eligible for a step increase until all required evaluations are completed; no retroactive increase in pay will be given when the required evaluations are received. Failure to conduct annual employee evaluations may also result in corrective action, up to and including disciplinary measures for supervisors who do not comply.-

TOP OF RANGE

Over time an employee may advance to the top step of his or her pay grade and will remain at that pay step.

SPECIAL COMPENSATORY PROVISION

When a regular full-time employee is temporarily serving in a position of a higher grade or rank the employee shall be, after serving for 20 calendar days in such status, paid at a rate in the higher grade at the step that will provide an increase in compensation not greater than the percentage that was used to increase the salary schedule for that specific fiscal year, beginning on the 21st day of the consecutive service and continuing until the temporary service is terminated. ***This provision shall only apply to situations where the City Administrator has given prior written approval.***

CLOTHING ALLOWANCE

No clothing allowance or clothing expense shall be given except for uniforms that may be required by a department or division.

LONGEVITY PAY

Longevity pay is included in the base wage rate calculations and shall not be an additional payment.

LANGUAGE PAY

Regular non-union employees who are fluent in another language, and it is a benefit to the City to utilize their translation skills for certain job duties, will be paid an extra \$1.00 per hour. If they become fluent after their initial hire date, they will go through a testing process to become eligible for this pay differential.

FAIR LABOR STANDARDS ACT – SAFE HARBOR PROVISION

It is the City of Marshalltown's policy to fully comply with applicable wage and hour laws and regulations. Improper pay deductions specified in Title 29 of the Code of Federal Regulations §541.602(a) may not be made from the pay of employees who are subject to the salary basis test under the Fair Labor Standards Act.

If you believe that any deduction has been made from your pay that is inconsistent with your salaried status, you should immediately contact the Human Resources Director.

Any complaint will be resolved within a reasonable time given all the facts and circumstances. If an investigation reveals that you were subjected to an improper deduction from your pay you will be reimbursed and the City will take action to ensure compliance with the salary basis test in the future.



**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 27, 2025
Re: Neighborhood Improvement Request for Proposals Responses

Strategic Plan Objective:

Recommended:

Staff recommends that City Council direct staff to proceed with an award for 501 N 1st Avenue to Troy Cline. Troy Cline was the sole responsive bidder for this property and the proposed scope of work is in alignment with the RFP.

Staff recommends that the City Council direct staff to proceed with an award for 915 and 919 S Center Street to Dean Lawthers. While not the highest dollar amount, this bid allows for the most efficient consolidation of land in this vicinity to create an ~3/4 acre redevelopment parcel. This will provide the best path towards redevelopment along a key corridor within the city.

Budget Impact:

Description/Background:

City Council has directed staff to publish Neighborhood Improvement Requests for Proposals for 501 N 1st Avenue, 915 S Center Street, and 919 S Center Street. These proposals were published with bidders able to choose two available options. Option #1 was to demolish and redevelop the property and option #2 would be to repair the houses to habitable status. Bids were due on May 15th, 2025 with the summary below being the bids received. Complete copies of the RFPs and the received bids are attached for reference.

501 N 1st Avenue - One Bid Received

- Troy Cline - \$10,000 bid - will repair the house to habitable status in accordance with the timeframes within the posted RFP.

915 S Center Street - Three Bids Received

- Dean Lawthers - \$1,000 bid - Will offer house for sale to be moved elsewhere (60 day sale window). If not sold house to be demolished at bidders expense. If sold to be moved in accordance with timeframes in the RFP. Vacant land to be offered in package sale with 917 S Center Street (owned by bidder) and 919 S Center Street (see next bid).
- Timothy Sletten - \$5,000 bid - will repair the house to habitable status in accordance with the timeframes within the posted RFP.
- Top Notch Tree Service - \$35.00 bid - House to be demolished in accordance with timeframes in the RFP. Vacant land to be offered in package sale with 919 S Center Street (see next bid). Condition on bid for city to purchase 917 S Center Street (city has not discussed with owner of 917 S Center Street) with Top Notch Tree Service buying back from the city for \$30,000.

919 S Center Street - Two Bids Received

- Dean Lawthers - \$1,000 bid - House to be demolished at bidders expense in accordance with timeframes in the RFP. Vacant land to be offered in package sale with 915 S Center Street (see previous bid) and 917 S Center Street (owned by bidder).
- Top Notch Tree Service - \$35.00 bid - House to be demolished at bidders expense in accordance with timeframes in the RFP. Vacant land to be offered in package sale with 915 S Center Street (see next bid). Condition on bid for city to purchase 917 S Center Street (city has not discussed with owner of 917 S Center Street) with Top Notch Tree Service buying back from the city for \$30,000.

Attachments:

1. 501 N 1st Ave Neighborhood Improvement RFP
2. Troy Cline - 501 N 1st Ave
3. 915 S Center St Neighborhood Improvement RFP
4. Dean Lawthers - 915 S Center St
5. Timothy Sletten - 915 S Center St
6. Top Notch Tree Service - 915 S Center St
7. 919 S Center St Neighborhood Improvement RFP
8. Dean Lawthers - 919 S Center St
9. Top Notch Tree Service - 919 S Center St

MARSHALLTOWN

— I O W A —

CITY CLERK'S OFFICE

Joel Greer, Mayor &
Interim City Administrator
Alicia Hunter, City Clerk
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5701
Fax - (641) 754-5717

SALE OF RESIDENTIAL LOT FOR NEIGHBORHOOD IMPROVEMENT 501 N 1ST AVENUE

The City of Marshalltown, Iowa, will accept sealed bids on Thursday, May 15th, 2025, at 10:00 AM CST for the following described real property ("Property") located in Marshall County, known as 501 N 1st Avenue and legally described as the following:

The west 100 feet of the south 10 feet of Lot 15 of Lot 1, Lot 14 of Lot 1 and Lot 4 of the northwest quarter of the southeast quarter of Section 26, Township 84 north, Range 18 west of the 5th P.M., Marshall County, Iowa, also described as Lot "A" of the northwest quarter of the southeast quarter of Section 26 Township 84 north, Range 18 west of the 5th P.M., Marshall County, Iowa

Sealed bids are due on or before Thursday, May 15th, 2025, in the office of the City Clerk, City Hall, 24 North Center Street, Marshalltown, Iowa. Any bid received after the time and date specified shall not be considered. A public bid opening will not be held. The City of Marshalltown will contact the low bidder(s) following the bid due date and provide the bid tabulation by email to those bidders providing an email address.

There is no minimum bid amount, but all bids are subject to satisfactory compliance with the terms and conditions of this request for proposals. The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve such bidder from any obligation with respect to a submitted bid. Each bid must be submitted on a fully completed bid blank, as provided by the City, in an opaque sealed envelope marked with the Property's address. No faxed or emailed bids will be accepted.

Proposals shall be considered firm offers to purchase the Property and will be held open for a period of ninety (90) calendar days from the above-referenced deadline for submission. If purchase agreement prepared by the City and presented to the winning bidder is not executed and submitted to the City within twenty (20) business days of City Council awarding the bid, or if the transaction otherwise fails, the bid will be deemed null and void. All proposals will ultimately be public records and should be prepared as such.

The ultimate decision to accept a proposal will be based on the proposal that is most advantageous to the citizens of Marshalltown, as determined by City Council in its discretion upon reviewing each proposal, including but not limited to bid amount, proposed use, and estimated investment. The City reserves the right to reject all bids and the right to waive any irregularities or informalities

Sale of Lot & Construction

The property is being sold "AS IS" and no survey has been performed, so the bidder should carefully inspect the property prior to making a bid on the Property. Requests to access the property for inspection shall be made to Joe Trowbridge, Code Enforcement Officer, by calling 641-754-5759. The failure or omission of any bidder to

examine the property shall in no way relieve any bidder from any obligation with respect to a submitted proposal.

The property will be conveyed to the successful purchaser by quit claim deed with right of reversion. If an abstract is requested, the Purchaser must furnish this at their own expense. Closing shall take place within 60 days of award of the Property to the chosen bidder. The entire bid price will be due and payable at closing. All bids must be cash transactions, may not be conditioned on financing, and are subject to providing proof of funds to complete the required improvements.

Required Improvements

Purchase of the property is subject to completion of required improvements on the property. This request for proposals establishes two options for required improvements. Both options are subject to full compliance with adopted building codes, fire codes, and zoning codes for the City of Marshalltown.

Option #1

Demolish existing structures on the property and redevelop the property with any use permissible in the RM, Medium Density Residential Zoning District, with the exception of parking (see Marshalltown City Code Table 156.C.003-1 for eligible uses).

Option #2

Repair the existing structures on the property such that any violations to the adopted building codes, fire codes, and zoning codes for the City of Marshalltown are resolved. The repair shall result in the property returning to habitable status.

Timeline to Complete Required Improvements

Purchase of the property is subject to compliance with the following timeline for permitting, commencement of work on required improvements, and completion of all required improvements.

- a. Subject to unavoidable delays, buyer shall apply for a building permit within 30 days of closing.
- b. Subject to unavoidable delays, buyer shall commence the required improvements within 90 days of the date of issuance of a building permit.
- c. Subject to unavoidable delays, buyer shall complete the required exterior improvements within 180 days of the date of issuance of a building permit
- d. Subject to unavoidable delays, buyer shall complete all required improvements within one year of the date of issuance of a building permit.

Unavoidable Delays means delays resulting from acts or occurrences outside the reasonable control of the party claiming the delay, including, but not limited to, pandemics, storms, floods, fires, explosions, or other casualty losses, unusual weather conditions, strikes, boycotts, lockouts, or other labor disputes, delays in transportation or delivery of material or equipment, litigation commenced by third parties, or the acts of any federal, state, or local governmental unit (other than acts of the City, with respect to a City-claimed delay).

Right of Reversion

Title to the property shall revert to the City, except for unavoidable delays, if the winning bidder does not apply for a building permit within 30 days of closing, developer's failure to commence the required improvements

within 90 days from the date of issuance of a building permit, developer's failure to complete required exterior improvements within 180 days from the date of issuance of a building permit, or developer's failure to complete the all remaining required improvements within one year from the date of issuance of a building permit.

Proposal Requirements

Any person interested in submitting a proposal must submit the following items for the proposal to be considered valid.

1. Bidder Contact Information
2. Bid Amount.
3. Option #1 Required Improvements (if applicable):
 - a. Description of proposed use and proposed required improvements
 - b. Site plan showing the general layout for the proposed use.
 - c. Cost estimate
4. Option #2 Required Improvements (if applicable):
 - a. Description of proposed required improvements
 - b. Cost estimate
5. Proof of funds to complete the proposed work.
6. Any other documents necessary to support the proposal.

The following attachments are included as part of this RFP:

- Attachment A: Property Photos
- Attachment B: Blank Bid Form

Questions

Questions on this RFP may be addressed to:

Carol Webb
City of Marshalltown
Phone: 641-754-5799
Email: cwebb@marshalltown-ia.gov

Requests to access the development parcel for inspection may be addressed to:

Joe Trowbridge
City of Marshalltown
Phone: 641-754-5759
Email: jtrowbridge@marshalltown-ia.gov

Attachment A

Front - West



Interior – Upstairs Staircase Landing



Rear - East



Interior – First Floor Entryway

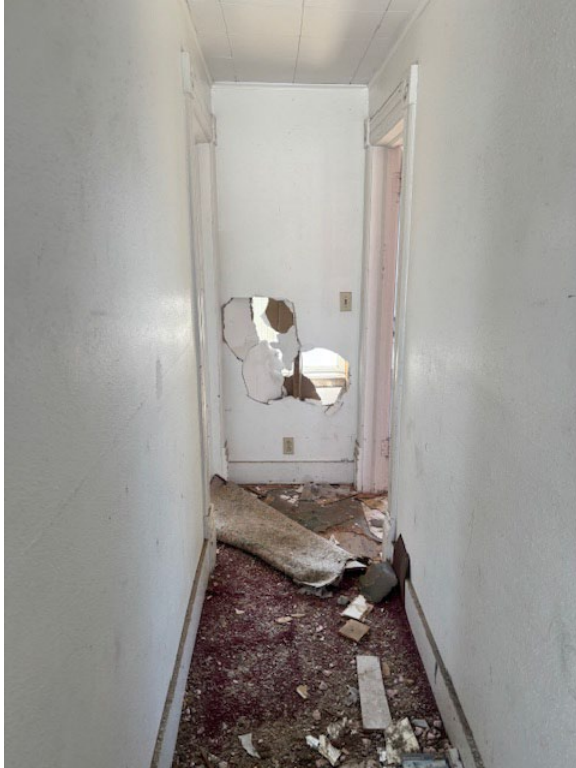


CITY COUNCIL

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



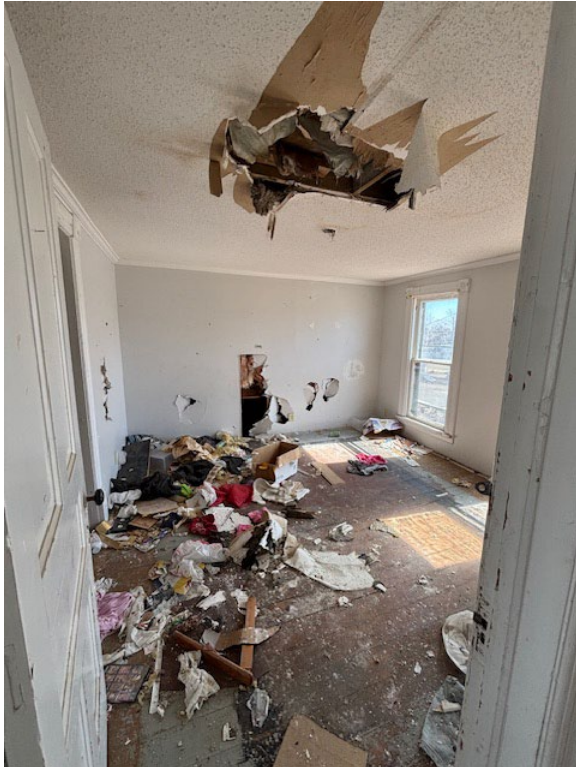
Interior – Upstairs Hallway



Interior – Upstairs Bedroom #2



Interior – Upstairs Bedroom #1



CITY COUNCIL

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



Attachment B:
Bid Form – 501 N 1st Avenue

Bidder Information:

Name:	
Address:	
Contact Phone:	

My bid for 501 N 1st Avenue: \$ _____

Required Improvement Option (Select One):

_____ Option #1

_____ Option #2

Describe the intended use for the property. Please attach a separate sheet of paper if needed:

Include the following information as attachments:

- Site Plan for Proposed Required Improvements (Required for Option #1 Only)
- Cost Estimate for Required Improvements (Required for both Option #1 and Option #2)
- Proof of funds to complete the proposed work (Required for both Option #1 and Option #2)
- Any other documents necessary to support the proposal (Optional)

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



_____I acknowledge and agree to all of the requirements detailed in the bid notice and specifically acknowledge and agree to the timelines outlined within the bid notice.

_____I acknowledge and agree to fully comply with the requirements of the Marshalltown Code of Ordinances as it may relate to construction activities upon the Property.

_____I acknowledge and agree the City of Marshalltown has the right to reject any or all bids.

Signature: _____ Date: _____

Please seal your bid in an envelope and submit to the City Clerk, 24 North Center Street, Marshalltown, IA 50158 no later than 10:00 A.M. CST on May 7, 2024.

CITY COUNCIL

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





City of Marshalltown
24 North Center St.
Marshalltown, IA 50158

To Whom It May Concern,

I am sending this letter to provide assurance regarding Troy Cline's availability of funds for bidding on the purchase and renovation of 501 N 1st Ave., Marshalltown, IA. Thank you and please let me know if you have any further questions.

Best Regards,

A handwritten signature in black ink that reads "Andrew Pool". The signature is fluid and cursive, with a large initial "A" and "P".

Andrew Pool
Senior Vice President

Attachment B:
Bid Form – 501 N 1st Avenue

Bidder Information:

Name:	Manus and Michelle Property management Inc LLC
Address:	3783 K Ave Tama IA 52339
Contact Phone:	641-751-5171

My bid for 501 N 1st Avenue: \$ 10,000

Required Improvement Option (Select One):

 Option #1

X Option #2

Describe the intended use for the property. Please attach a separate sheet of paper if needed:

I intend to cleanup and remodel
home and bring it back to its glory
very simple Do whatever needs done
once complete I will add it
to my portfolio as a single
Family home that will be rented out

Include the following information as attachments:

- Site Plan for Proposed Required Improvements (Required for Option #1 Only)
- Cost Estimate for Required Improvements (Required for both Option #1 and Option #2)
- Proof of funds to complete the proposed work (Required for both Option #1 and Option #2)
- Any other documents necessary to support the proposal (Optional)

CITY COUNCIL

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



1✓ I acknowledge and agree to all of the requirements detailed in the bid notice and specifically acknowledge and agree to the timelines outlined within the bid notice.

1✓ I acknowledge and agree to fully comply with the requirements of the Marshalltown Code of Ordinances as it may relate to construction activities upon the Property.

1✓ I acknowledge and agree the City of Marshalltown has the right to reject any or all bids.

Signature: TSC Date: 5-10-25

Please seal your bid in an envelope and submit to the City Clerk, 24 North Center Street, Marshalltown, IA 50158 no later than 10:00 A.M. CST on May 15, 2025.

CITY COUNCIL

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



To whom it may concern, concerning the property at 501 N 1st Ave
Marshalltown, IA

The estimate for the costs of rebuild:

Roof- \$20,000.

Siding- \$22, 000

Plumbing- \$5,000

Electrical work- \$7,000

Windows - \$15,000

Interior: Drywall, Kitchen, Bath, flooring etc - \$25,000

I am WILLING to put the money into this property.

Respectfully Submitted
Tray Cline

MARSHALLTOWN

I O W A

CITY CLERK'S OFFICE

Joel Greer, Mayor &
Interim City Administrator
Alicia Hunter, City Clerk
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5701
Fax - (641) 754-5717

SALE OF RESIDENTIAL LOT FOR NEIGHBORHOOD IMPROVEMENT 915 S CENTER STREET

The City of Marshalltown, Iowa, will accept sealed bids on Thursday, May 15th, 2025, at 10:00 AM CST for the following described real property ("Property") located in Marshall County, known as 915 S Center St and legally described as the following:

LOT FOUR (4), OF CHURCH'S SUB-DIVISION OF LOTS ONE (1), TWO (2), THREE (3) AND FOUR (4) OF BLOCK ONE (1) OF WOOD'S THIRD (3) ADDITION TO MARSHALL AND STARTING AT THE NW CORNER OF SAID LOT FOUR (4) THENCE WEST 16', THENCE SOUTH 50', THENCE EAST 16' TO THE SW CORNER OF SAID LOT FOUR (4) OF SAID SUB-DIVISION, THENCE NORTH TO THE BEGINNING ALL IN WOOD'S THIRD (3) ADDITION TO THE TOWN OF MARSHALL, MARSHALL COUNTY, IOWA, AS SHOWN IN THE WARRANTY DEED RECORDED IN MICRO-FILE #1466-1984-5

Sealed bids are due on or before Thursday, May 15th, 2025, in the office of the City Clerk, City Hall, 24 North Center Street, Marshalltown, Iowa. Any bid received after the time and date specified shall not be considered. A public bid opening will not be held. The City of Marshalltown will contact the low bidder(s) following the bid due date and provide the bid tabulation by email to those bidders providing an email address.

There is no minimum bid amount, but all bids are subject to satisfactory compliance with the terms and conditions of this request for proposals. The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve such bidder from any obligation with respect to a submitted bid. Each bid must be submitted on a fully completed bid blank, as provided by the City, in an opaque sealed envelope marked with the Property's address. No faxed or emailed bids will be accepted.

Proposals shall be considered firm offers to purchase the Property and will be held open for a period of ninety (90) calendar days from the above-referenced deadline for submission. If purchase agreement prepared by the City and presented to the winning bidder is not executed and submitted to the City within twenty (20) business days of City Council awarding the bid, or if the transaction otherwise fails, the bid will be deemed null and void. All proposals will ultimately be public records and should be prepared as such.

The ultimate decision to accept a proposal will be based on the proposal that is most advantageous to the citizens of Marshalltown, as determined by City Council in its discretion upon reviewing each proposal, including but not limited to bid amount, proposed use, and estimated investment. The City reserves the right to reject all bids and the right to waive any irregularities or informalities

Sale of Lot & Construction

The property is being sold “AS IS” and no survey has been performed, so the bidder should carefully inspect the property prior to making a bid on the Property. Requests to access the property for inspection shall be made to Joe Trowbridge, Code Enforcement Officer, by calling 641-754-5759. The failure or omission of any bidder to examine the property shall in no way relieve any bidder from any obligation with respect to a submitted proposal.

The property will be conveyed to the successful purchaser by quit claim deed with right of reversion. If an abstract is requested, the Purchaser must furnish this at their own expense. Closing shall take place within 60 days of award of the Property to the chosen bidder. The entire bid price will be due and payable at closing. All bids must be cash transactions, may not be conditioned on financing, and are subject to providing proof of funds to complete the required improvements.

Zoning

The property is presently zoned RM, Medium Density Residential Zoning District. The city council has initiated a rezoning of the property to the MU, Mixed Use Zoning District. The complete rezoning process is not expected to be finalized prior to the due-date of bids. Award of a bid does not constitute approval of a rezoning. The rezoning will remain subject to all applicable approvals for a rezoning. Buyer will need to consent to rezoning of the property as a condition of the sale.

Required Improvements

Purchase of the property is subject to completion of required improvements on the property. This request for proposals establishes two options for required improvements. Both options are subject to full compliance with adopted building codes, fire codes, and zoning codes for the City of Marshalltown.

Option #1

Demolish existing structures on the property and redevelop the property with any use permissible in the MU, Mixed Use Zoning District, with the exception of parking (see Marshalltown City Code Table 156.C.003-1 for eligible uses).

Option #2

Repair the existing structures on the property such that any violations to the adopted building codes, fire codes, and zoning codes for the City of Marshalltown are resolved. The repair shall result in the property returning to habitable status.

Timeline to Complete Required Improvements

Purchase of the property is subject to compliance with the following timeline for permitting, commencement of work on required improvements, and completion of all required improvements.

- a. Subject to unavoidable delays, buyer shall apply for a building permit within 30 days of closing.
- b. Subject to unavoidable delays, buyer shall commence the required improvements within 90 days of the date of issuance of a building permit.
- c. Subject to unavoidable delays, buyer shall complete the required exterior improvements within 180 days of the date of issuance of a building permit

- d. Subject to unavoidable delays, buyer shall complete all required improvements within one year of the date of issuance of a building permit.

Unavoidable Delays means delays resulting from acts or occurrences outside the reasonable control of the party claiming the delay, including, but not limited to, pandemics, storms, floods, fires, explosions, or other casualty losses, unusual weather conditions, strikes, boycotts, lockouts, or other labor disputes, delays in transportation or delivery of material or equipment, litigation commenced by third parties, or the acts of any federal, state, or local governmental unit (other than acts of the City, with respect to a City-claimed delay).

Repurchase Remedy

Title to the property shall revert to the City, except for unavoidable delays, if the winning bidder does not apply for a building permit within 30 days of closing, developer's failure to commence the required improvements within 90 days from the date of issuance of a building permit, developer's failure to complete required exterior improvements within 180 days from the date of issuance of a building permit, or developer's failure to complete the all remaining required improvements within one year from the date of issuance of a building permit.

Proposal Requirements

Any person interested in submitting a proposal must submit the following items for the proposal to be considered valid.

1. Bidder Contact Information
2. Bid Amount.
3. Option #1 Required Improvements (if applicable):
 - a. Description of proposed use and proposed required improvements
 - b. Site plan showing the general layout for the proposed use.
 - c. Cost estimate
4. Option #2 Required Improvements (if applicable):
 - a. Description of proposed required improvements
 - b. Cost estimate
5. Proof of funds to complete the proposed work.
6. Any other documents necessary to support the proposal.

The following attachments are included as part of this RFP:

- Attachment A: Property Photos
- Attachment B: Blank Bid Form

Questions

Questions on this RFP may be addressed to:

Carol Webb
City of Marshalltown
Phone: 641-754-5799
Email: cwebb@marshalltown-ia.gov

Requests to access the development parcel for inspection may be addressed to:

Joe Trowbridge
City of Marshalltown
Phone: 641-754-5759
Email: jtrowbridge@marshalltown-ia.gov

Attachment A

Front - Southeast



Rear – West



Front - Northeast



Interior



Interior

CITY COUNCIL

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





Interior



Attachment B:

CITY COUNCIL

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



Bid Form – 915 S Center Street

Bidder Information:

Name:	
Address:	
Contact Phone:	

My bid for 915 S Center Street: \$_____

Required Improvement Option (Select One):

_____ Option #1

_____ Option #2

Describe the intended use for the property. Please attach a separate sheet of paper if needed:

Include the following information as attachments:

- Site Plan for Proposed Required Improvements (Required for Option #1 Only)
- Cost Estimate for Required Improvements (Required for both Option #1 and Option #2)
- Proof of funds to complete the proposed work (Required for both Option #1 and Option #2)
- Any other documents necessary to support the proposal (Optional)

_____ I acknowledge and agree to all of the requirements detailed in the bid notice and specifically acknowledge and agree to the timelines outlined within the bid notice.

CITY COUNCIL

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



_____I acknowledge and agree to fully comply with the requirements of the Marshalltown Code of Ordinances as it may relate to construction activities upon the Property.

_____I acknowledge and agree to the rezoning of the property from RM, Medium Density Residential Zoning District to MU, Mixed Use Zoning District.

_____I acknowledge and agree the City of Marshalltown has the right to reject any or all bids.

Signature: _____ Date: _____

Please seal your bid in an envelope and submit to the City Clerk, 24 North Center Street, Marshalltown, IA 50158 no later than 10:00 A.M. CST on May 7, 2024.

CITY COUNCIL

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



Attachment B:
Bid Form – 915 S Center Street

Bidder Information:

Name:	<i>Dean Lawthers</i> <i>614 Fremont Street</i> <i>Marshalltown, IA 50158</i>
Address:	
Contact Phone:	641-691-4802

My bid for 915 S Center Street: \$ 1,000.00

Required Improvement Option (Select One):

☒ Option #1

☐ Option #2

Describe the intended use for the property. Please attach a separate sheet of paper if needed:

Will see if there is any interest in somebody purchasing the house for \$1 and relocating property within 60 days of sale. If no interest, will have property demolished and try to sell 915, 917 and 919 South Center street properties together to someone interested in using land for commercial use.

Include the following information as attachments:

- Site Plan for Proposed Required Improvements (Required for Option #1 Only)
- Cost Estimate for Required Improvements (Required for both Option #1 and Option #2)
- Proof of funds to complete the proposed work (Required for both Option #1 and Option #2)
- Any other documents necessary to support the proposal (Optional)

CITY COUNCIL
Melisa Fonseca, Barry Kell, Mike Ladehoff,
Mark Mitchell, Greg Nichols, Jeff Schneider, Gary Thompson



✓ I acknowledge and agree to all of the requirements detailed in the bid notice and specifically acknowledge and agree to the timelines outlined within the bid notice.

✓ I acknowledge and agree to fully comply with the requirements of the Marshalltown Code of Ordinances as it may relate to construction activities upon the Property.

✓ I acknowledge and agree to the rezoning of the property from RM, Medium Density Residential Zoning District to MU, Mixed Use Zoning District.

✓ I acknowledge and agree the City of Marshalltown has the right to reject any or all bids.

Signature: Dea Lawther Date: 5-14-25

Please seal your bid in an envelope and submit to the City Clerk, 24 North Center Street, Marshalltown, IA 50158 no later than 10:00 A.M. CST on May 15, 2025.

CITY COUNCIL

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

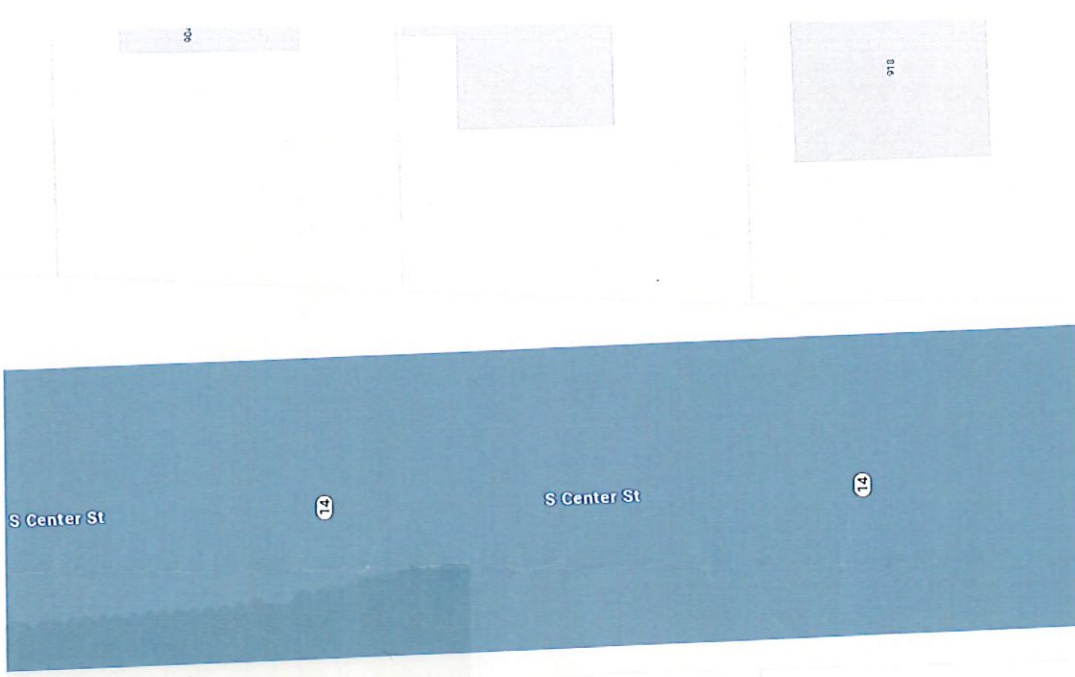




Cost to demolish house \$10,000-\$15,000

Funds secured from Sam Upah @ United bank & Trust 641-753-5900

VACANT LOT



Map data ©2025 Google 20 ft

MARSHALLTOWN

I O W A

CITY CLERK'S OFFICE

Joel Greer, Mayor
Carol Webb, City Administrator
Alicia Hunter, City Clerk
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5701
Fax - (641) 754-5717

SALE OF RESIDENTIAL LOT FOR NEIGHBORHOOD IMPROVEMENT

919 S CENTER STREET

The City of Marshalltown, Iowa, will accept sealed bids on Thursday, May 15th, 2025, at 10:00 AM CST for the following described real property ("Property") located in Marshall County, known as 919 S Center St and legally described as the following:

LOT FOUR (4), OF CHURCH'S SUB-DIVISION OF LOTS ONE (1), TWO (2), THREE (3) AND FOUR (4) OF BLOCK ONE (1) OF WOOD'S THIRD (3) ADDITION TO MARSHALL AND STARTING AT THE NW CORNER OF SAID LOT FOUR (4) THENCE WEST 16', THENCE SOUTH 50', THENCE EAST 16' TO THE SW CORNER OF SAID LOT FOUR (4) OF SAID SUB-DIVISION, THENCE NORTH TO THE BEGINNING ALL IN WOOD'S THIRD (3) ADDITION TO THE TOWN OF MARSHALL, MARSHALL COUNTY, IOWA, AS SHOWN IN THE WARRANTY DEED RECORDED IN MICRO-FILE #1466-1984-5

Sealed bids are due on or before Thursday, May 15th, 2025, in the office of the City Clerk, City Hall, 24 North Center Street, Marshalltown, Iowa. Any bid received after the time and date specified shall not be considered. A public bid opening will not be held. The City of Marshalltown will contact the low bidder(s) following the bid due date and provide the bid tabulation by email to those bidders providing an email address.

There is no minimum bid amount, but all bids are subject to satisfactory compliance with the terms and conditions of this request for proposals. The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve such bidder from any obligation with respect to a submitted bid. Each bid must be submitted on a fully completed bid blank, as provided by the City, in an opaque sealed envelope marked with the Property's address. No faxed or emailed bids will be accepted.

Proposals shall be considered firm offers to purchase the Property and will be held open for a period of ninety (90) calendar days from the above-referenced deadline for submission. If purchase agreement prepared by the City and presented to the winning bidder is not executed and submitted to the City within twenty (20) business days of City Council awarding the bid, or if the transaction otherwise fails, the bid will be deemed null and void. All proposals will ultimately be public records and should be prepared as such.

The ultimate decision to accept a proposal will be based on the proposal that is most advantageous to the citizens of Marshalltown, as determined by City Council in its discretion upon reviewing each proposal, including but not limited to bid amount, proposed use, and estimated investment. The City reserves the right to reject all bids and the right to waive any irregularities or informalities.

Sale of Lot & Construction

The property is being sold "AS IS" and no survey has been performed, so the bidder should carefully inspect the property prior to making a bid on the Property. Requests to access the property for inspection shall be made to

examine the property shall in no way relieve any bidder from any obligation with respect to a submitted proposal.

The property will be conveyed to the successful purchaser by quit claim deed with right of reversion. If an abstract is requested, the Purchaser must furnish this at their own expense. Closing shall take place within 60 days of award of the Property to the chosen bidder. The entire bid price will be due and payable at closing. All bids must be cash transactions, may not be conditioned on financing, and are subject to providing proof of funds to complete the required improvements.

Required Improvements

Purchase of the property is subject to completion of required improvements on the property. This request for proposals establishes two options for required improvements. Both options are subject to full compliance with adopted building codes, fire codes, and zoning codes for the City of Marshalltown.

Option #1

Demolish existing structures on the property and redevelop the property with any use permissible in the RM, Medium Density Residential Zoning District, with the exception of parking (see Marshalltown City Code Table 156.C.003-1 for eligible uses).

Option #2

Repair the existing structures on the property such that any violations to the adopted building codes, fire codes, and zoning codes for the City of Marshalltown are resolved. The repair shall result in the property returning to habitable status.

Timeline to Complete Required Improvements

Purchase of the property is subject to compliance with the following timeline for permitting, commencement of work on required improvements, and completion of all required improvements.

- a. Subject to unavoidable delays, buyer shall apply for a building permit within 30 days of closing.
- b. Subject to unavoidable delays, buyer shall commence the required improvements within 90 days of the date of issuance of a building permit.
- c. Subject to unavoidable delays, buyer shall complete the required exterior improvements within 180 days of the date of issuance of a building permit
- d. Subject to unavoidable delays, buyer shall complete all required improvements within one year of the date of issuance of a building permit.

Unavoidable Delays means delays resulting from acts or occurrences outside the reasonable control of the party claiming the delay, including, but not limited to, pandemics, storms, floods, fires, explosions, or other casualty losses, unusual weather conditions, strikes, boycotts, lockouts, or other labor disputes, delays in transportation or delivery of material or equipment, litigation commenced by third parties, or the acts of any federal, state, or local governmental unit (other than acts of the City, with respect to a City-claimed delay).

Right of Reversion

Title to the property shall revert to the City, except for unavoidable delays, if the winning bidder does not apply for a building permit within 30 days of closing, developer's failure to commence the required improvements within 90 days from the date of issuance of a building permit, developer's failure to complete required exterior

improvements within 180 days from the date of issuance of a building permit, or developer's failure to complete the all remaining required improvements within one year from the date of issuance of a building permit.

Proposal Requirements

Any person interested in submitting a proposal must submit the following items for the proposal to be considered valid.

1. Bidder Contact Information
2. Bid Amount.
3. Option #1 Required Improvements (if applicable):
 - a. Description of proposed use and proposed required improvements
 - b. Site plan showing the general layout for the proposed use.
 - c. Cost estimate
4. Option #2 Required Improvements (if applicable):
 - a. Description of proposed required improvements
 - b. Cost estimate
5. Proof of funds to complete the proposed work.
6. Any other documents necessary to support the proposal.

The following attachments are included as part of this RFP:

- Attachment A: Property Photos
- Attachment B: Blank Bid Form

Questions

Questions on this RFP may be addressed to:

Carol Webb
City of Marshalltown
Phone: 641-754-5799
Email: cwebb@marshalltown-ia.gov

Requests to access the development parcel for inspection may be addressed to:

Joe Trowbridge
City of Marshalltown
Phone: 641-754-5759
Email: jtrowbridge@marshalltown-ia.gov

Attachment B:
Bid Form – 915 S Center Street

Bidder Information:

Name:	Timothy Sletten
Address:	205 pine st, marshalltown, IA 50158
Contact Phone:	515-520-0626

My bid for 915 S Center Street: \$ 5,000.00

Required Improvement Option (Select One):

 Option #1

☒ Option #2 if not achieved in the time given we will demolish at our own expense.

Describe the intended use for the property. Please attach a separate sheet of paper if needed:

remove all trees and shrubs / grass, take off 5 layers shingles and replace with new shingles / plywood + sheathing if need be. Repair or replace fascia or eave. Repair or replace gutters and down spouts. New electrical meter up to code. Get water + sewer repaired or replaced. New vinyl windows. Insulation, vinyl siding, hardy plank / house wrap. New water lines / water heater / furnace / ac optional, paint basement + powerwash basement, replace entry doors. All new light fixtures inside the home. All new paint throughout the home. New flooring throughout. Tear out all kitchen cabinets, All bathroom tub / vanity, shower. Take trash to landfill put in new bathroom / shower. New vanity, toilet. New cabinets. Quartz counter-tops in kitchen. Replace any interior doors as needed. New gas piping as needed per code / alliant energy, get gas hooked up.

Cost estimate for repairs
\$ 40,000.00

Include the following information as attachments:

- Site Plan for Proposed Required Improvements (Required for Option #1 Only)
- Cost Estimate for Required Improvements (Required for both Option #1 and Option #2)
- Proof of funds to complete the proposed work (Required for both Option #1 and Option #2)
- Any other documents necessary to support the proposal (Optional)

CITY COUNCIL
Melisa Fonseca, Barry Keil, Mike Ladehoff,
Mark Mitchell, Greg Nichols, Jeff Schneider, Gary Thompson



☒ I acknowledge and agree to all of the requirements detailed in the bid notice and specifically acknowledge and agree to the timelines outlined within the bid notice.

☒ I acknowledge and agree to fully comply with the requirements of the Marshalltown Code of Ordinances as it may relate to construction activities upon the Property.

☒ I acknowledge and agree to the rezoning of the property from RM, Medium Density Residential Zoning District to MU, Mixed Use Zoning District.

☒ I acknowledge and agree the City of Marshalltown has the right to reject any or all bids.

Signature: _____

Date: _____

Please seal your bid in an envelope and submit to the City Clerk, 24 North Center Street, Marshalltown, IA 50158 no later than 10:00 A.M. CST on May 15, 2025.

CITY COUNCIL

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



Cost Estimate for required improvements
915 S. Center St, Marshalltown, IA 50158

5/14/25
Sletten

- Remove all trees/shrubs, cut grass
- Remove old shingles and replace with new shingles
- Replace plywood or sheeking if need be / repair replace rotted fascia.
- Repair and replace gutters and down spouts.
- New electrical meter (up to code)
- Replace or repair water/sewer.
- New vinyl windows / insulation / vinyl siding / hardy planking / house wrap.
- paint basement (power wash if needed)
- replace interior / exterior doors
- light fixtures throughout the home
- an new paint throughout home
- new flooring throughout
- new kitchen cabinets
- new bathroom / tub / vanity
- replace doors
- gas piping per code / alliant energy
- get gas hooked up
- obtain abstract for
915 S. Center St

Cost estimate
for repairs.

May 15, 2025

To Whom It May Concern:

This letter is to inform you that Timothy Sletten has an account at MidWestOne Bank.

Account Name: Tim Sletten

Balance: \$46,981.51

If there are any questions regarding this account, please contact MidWestOne Bank at 641-366-2165.

Sincerely,



Katie Richter

Retail Managing Officer

Po Box 10

Conrad, IA 50621

Attachment B:
Bid Form – 915 S Center Street

Bidder Information:

Name:	Top Notch Tree Service Inc.
Address:	2101 East Nevada Street Marshalltown IA
Contact Phone:	641-485-0552

My bid for 915 S Center Street: \$

\$35.00

Required Improvement Option (Select One):

☒ Option #1

☐ Option #2

Describe the intended use for the property. Please attach a separate sheet of paper if needed:

Include the following information as attachments:

- Site Plan for Proposed Required Improvements (Required for Option #1 Only)
- Cost Estimate for Required Improvements (Required for both Option #1 and Option #2)
- Proof of funds to complete the proposed work (Required for both Option #1 and Option #2)
- Any other documents necessary to support the proposal (Optional)

CITY COUNCIL

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



JA I acknowledge and agree to all of the requirements detailed in the bid notice and specifically acknowledge and agree to the timelines outlined within the bid notice.

JA I acknowledge and agree to fully comply with the requirements of the Marshalltown Code of Ordinances as it may relate to construction activities upon the Property.

JA I acknowledge and agree to the rezoning of the property from RM, Medium Density Residential Zoning District to MU, Mixed Use Zoning District.

JA I acknowledge and agree the City of Marshalltown has the right to reject any or all bids.

Signature: _____

Date: _____

Please seal your bid in an envelope and submit to the City Clerk, 24 North Center Street, Marshalltown, IA 50158 no later than 10:00 A.M. CST on May 15, 2025.

CITY COUNCIL

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



Cost Estimate:

With labor, materials, and landfill cost, I estimate that the cost will be around 15,000, also the maintenance of the property, mowing, and snow removal until the property sells.

My goal for property 915 South Center Street and 919 South Center Street is to demo both properties. The two properties, 915 and 919, will be torn down and cleaned up. I will, hydro seed properties and maintain them. In the future I will try to purchase the house between both properties at 917 South Center Street, where I will also demo the house, and clean up the property. Future plan will be to sell the empty lots right away.

Ackley

641-847-2651

Conrad

641-366-3898

Geneva

641-458-8200

Grundy Center

319-824-5431

Iowa Falls

641-648-3761

Manchester

563-927-3814

Marshalltown

641-753-4040

Story City

515-733-2816

gnbbank.com

May 14, 2025

To Whom It May Concern:

Jeremy A. Adkins, owner of Top Notch Tree Service Inc. is a valued customer at GNB Bank with a significant deposit portfolio. He has been a valued customer since April 14, 2020. His accounts have always been in good standings, and he has an excellent payment record. If you need any further information, please provide a signed authorization from Jeremy and we will be glad to provide you with any information necessary.

If you have any questions regarding this customer, please reach out to me at 641-753-4040.

Sincerely,



Jessica R. Vint, Location Manager

GNB Bank - Marshalltown

May 15,2025

The enclosed bid is subject to the city purchasing 917 S Center St. Marshalltown. Buyer is willing to purchase 917 S Center St. for \$30,000 from the city. Buyer would tear down all 3 houses and immediately market together to a developer of the property.

Jeremy Adkins

MARSHALLTOWN

I O W A

CITY CLERK'S OFFICE

Joel Greer, Mayor &
Interim City Administrator
Alicia Hunter, City Clerk
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5701
Fax - (641) 754-5717

SALE OF RESIDENTIAL LOT FOR NEIGHBORHOOD IMPROVEMENT 919 S CENTER STREET

The City of Marshalltown, Iowa, will accept sealed bids on Thursday, May 15th, 2025, at 10:00 AM CST for the following described real property ("Property") located in Marshall County, known as 919 S Center St and legally described as the following:

LOT FOUR (4), OF CHURCH'S SUB-DIVISION OF LOTS ONE (1), TWO (2), THREE (3) AND FOUR (4) OF BLOCK ONE (1) OF WOOD'S THIRD (3) ADDITION TO MARSHALL AND STARTING AT THE NW CORNER OF SAID LOT FOUR (4) THENCE WEST 16', THENCE SOUTH 50', THENCE EAST 16' TO THE SW CORNER OF SAID LOT FOUR (4) OF SAID SUB-DIVISION, THENCE NORTH TO THE BEGINNING ALL IN WOOD'S THIRD (3) ADDITION TO THE TOWN OF MARSHALL, MARSHALL COUNTY, IOWA, AS SHOWN IN THE WARRANTY DEED RECORDED IN MICRO-FILE #1466-1984-5

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There is no minimum bid amount, but all bids are subject to satisfactory compliance with the terms and conditions of this request for proposals. The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve such bidder from any obligation with respect to a submitted bid. Each bid must be submitted on a fully completed bid blank, as provided by the City, in an opaque sealed envelope marked with the Property's address. No faxed or emailed bids will be accepted.

Proposals shall be considered firm offers to purchase the Property and will be held open for a period of ninety (90) calendar days from the above-referenced deadline for submission. If purchase agreement prepared by the City and presented to the winning bidder is not executed and submitted to the City within twenty (20) business days of City Council awarding the bid, or if the transaction otherwise fails, the bid will be deemed null and void. All proposals will ultimately be public records and should be prepared as such.

The ultimate decision to accept a proposal will be based on the proposal that is most advantageous to the citizens of Marshalltown, as determined by City Council in its discretion upon reviewing each proposal, including but not limited to bid amount, proposed use, and estimated investment. The City reserves the right to reject all bids and the right to waive any irregularities or informalities

Sale of Lot & Construction

The property is being sold "AS IS" and no survey has been performed, so the bidder should carefully inspect the property prior to making a bid on the Property. Requests to access the property for inspection shall be made to

Joe Trowbridge, Code Enforcement Officer, by calling 641-754-5759. The failure or omission of any bidder to examine the property shall in no way relieve any bidder from any obligation with respect to a submitted proposal.

The property will be conveyed to the successful purchaser by quit claim deed with right of reversion. If an abstract is requested, the Purchaser must furnish this at their own expense. Closing shall take place within 60 days of award of the Property to the chosen bidder. The entire bid price will be due and payable at closing. All bids must be cash transactions, may not be conditioned on financing, and are subject to providing proof of funds to complete the required improvements.

Zoning

The property is presently zoned RM, Medium Density Residential Zoning District. The city council has initiated a rezoning of the property to the MU, Mixed Use Zoning District. The complete rezoning process is not expected to be finalized prior to the due-date of bids. Award of a bid does not constitute approval of a rezoning. The rezoning will remain subject to all applicable approvals for a rezoning. Buyer will need to consent to rezoning of the property as a condition of the sale.

Required Improvements

Purchase of the property is subject to completion of required improvements on the property. This request for proposals establishes two options for required improvements. Both options are subject to full compliance with adopted building codes, fire codes, and zoning codes for the City of Marshalltown.

Option #1

Demolish existing structures on the property and redevelop the property with any use permissible in the MU, Mixed Use Zoning District, with the exception of parking (see Marshalltown City Code Table 156.C.003-1 for eligible uses).

Option #2

Repair the existing structures on the property such that any violations to the adopted building codes, fire codes, and zoning codes for the City of Marshalltown are resolved. The repair shall result in the property returning to habitable status.

Timeline to Complete Required Improvements

Purchase of the property is subject to compliance with the following timeline for permitting, commencement of work on required improvements, and completion of all required improvements.

- a. Subject to unavoidable delays, buyer shall apply for a building permit within 30 days of closing.
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Repurchase Remedy

Title to the property shall revert to the City, except for unavoidable delays, if the winning bidder does not apply for a building permit within 30 days of closing, developer's failure to commence the required improvements within 90 days from the date of issuance of a building permit, developer's failure to complete required exterior improvements within 180 days from the date of issuance of a building permit, or developer's failure to complete the all remaining required improvements within one year from the date of issuance of a building permit.

Proposal Requirements

Any person interested in submitting a proposal must submit the following items for the proposal to be considered valid.

1. Bidder Contact Information
2. Bid Amount.
3. Option #1 Required Improvements (if applicable):
 - a. Description of proposed use and proposed required improvements
 - b. Site plan showing the general layout for the proposed use.
 - c. Cost estimate
4. Option #2 Required Improvements (if applicable):
 - a. Description of proposed required improvements
 - b. Cost estimate
5. Proof of funds to complete the proposed work.
6. Any other documents necessary to support the proposal.

The following attachments are included as part of this RFP:

- Attachment A: Property Photos
- Attachment B: Blank Bid Form

Questions

Questions on this RFP may be addressed to:

Carol Webb
City of Marshalltown
Phone: 641-754-5799
Email: cwebb@marshalltown-ia.gov

Requests to access the development parcel for inspection may be addressed to:

Joe Trowbridge
City of Marshalltown
Phone: 641-754-5759
Email: jtrowbridge@marshalltown-ia.gov

Attachment A

South



West



East



North



CITY COUNCIL

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



Interior



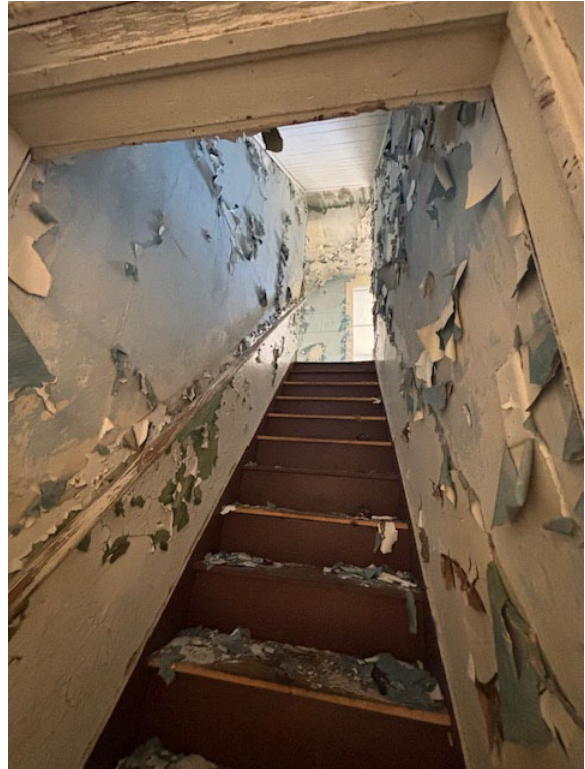
Interior



Interior



Interior



CITY COUNCIL

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



Attachment B:
Bid Form – 919 S Center Street

Bidder Information:

Name:	
Address:	
Contact Phone:	

My bid for 919 S Center Street: \$_____

Required Improvement Option (Select One):

_____ Option #1

_____ Option #2

Describe the intended use for the property. Please attach a separate sheet of paper if needed:

Include the following information as attachments:

- Site Plan for Proposed Required Improvements (Required for Option #1 Only)
- Cost Estimate for Required Improvements (Required for both Option #1 and Option #2)
- Proof of funds to complete the proposed work (Required for both Option #1 and Option #2)
- Any other documents necessary to support the proposal (Optional)

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



_____ I acknowledge and agree to all of the requirements detailed in the bid notice and specifically acknowledge and agree to the timelines outlined within the bid notice.

_____ I acknowledge and agree to fully comply with the requirements of the Marshalltown Code of Ordinances as it may relate to construction activities upon the Property.

_____ I acknowledge and agree to the rezoning of the property from RM, Medium Density Residential Zoning District to MU, Mixed Use Zoning District.

_____ I acknowledge and agree the City of Marshalltown has the right to reject any or all bids.

Signature: _____ Date: _____

Please seal your bid in an envelope and submit to the City Clerk, 24 North Center Street, Marshalltown, IA 50158 no later than 10:00 A.M. CST on May 7, 2024.

CITY COUNCIL

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



Attachment B:
Bid Form – 919 S Center Street

Bidder Information:

Name:	<i>Dean Lawthers</i> <i>614 Fremont Street</i> <i>Marshalltown, IA 50158</i>
Address:	
Contact Phone:	<i>641-691-4802</i>

My bid for 919 S Center Street: \$ 1,000.00

Required Improvement Option (Select One):

☒ Option #1

☐ Option #2

Describe the intended use for the property. Please attach a separate sheet of paper if needed:

Will have property demolished and try to sell 915, 917 and 919 South Center street properties together to someone interested in using land for commercial use.

Include the following information as attachments:

- Site Plan for Proposed Required Improvements (Required for Option #1 Only)
- Cost Estimate for Required Improvements (Required for both Option #1 and Option #2)
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CITY COUNCIL
Barry Kell, Mike Ladehoff, Mark Mitchell,
Greg Nichols, Jeff Schneider, Gary Thompson, Vacancy



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Signature: Dean Lawler Date: 5-14-25

Please seal your bid in an envelope and submit to the City Clerk, 24 North Center Street, Marshalltown, IA 50158 no later than 10:00 A.M. CST on May 15, 2025.

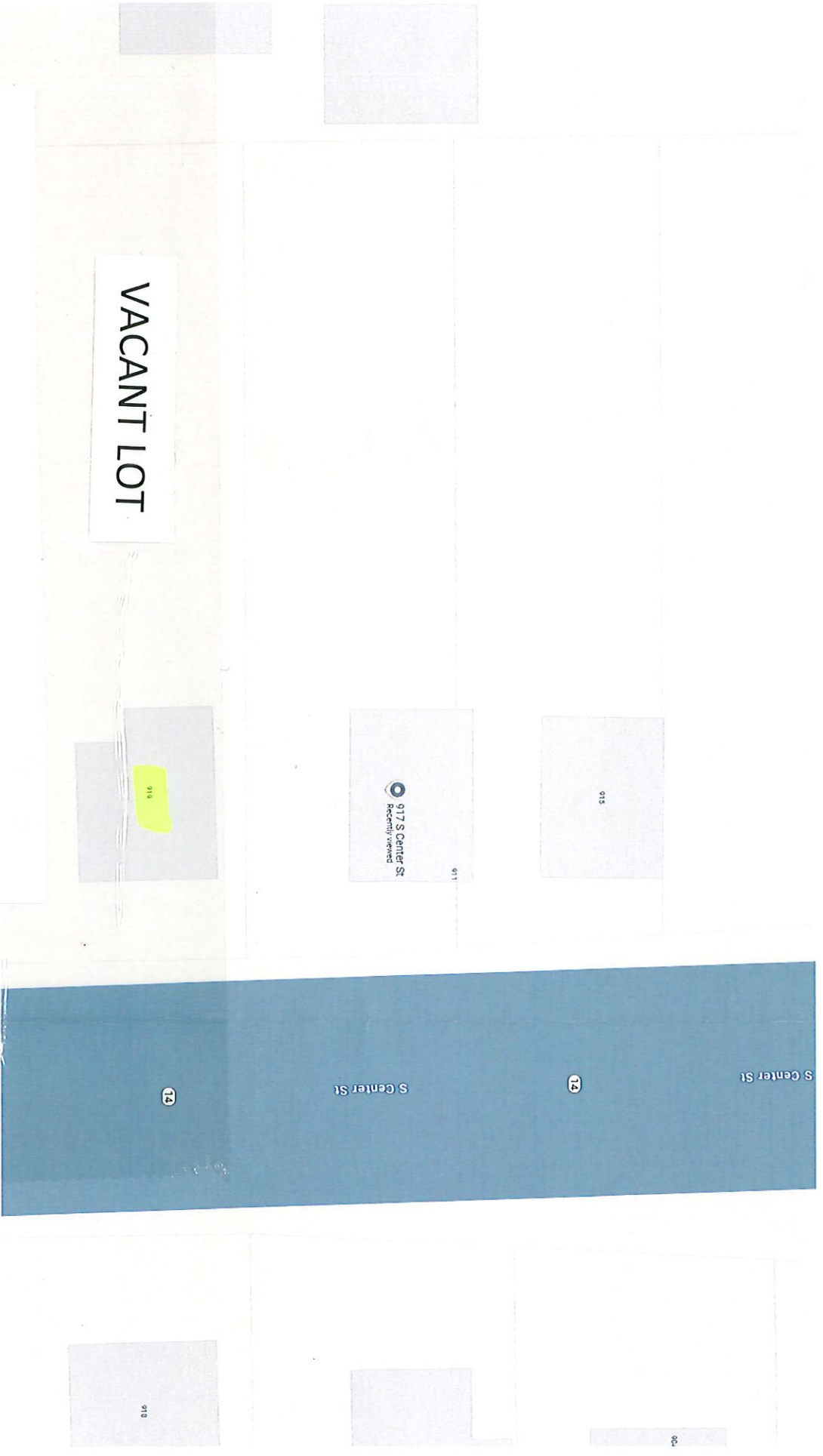
CITY COUNCIL

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





Cost to demolish house \$10,000-\$15,000
Funds secured from Sam Upah @ United bank & Trust 641-753-5900



Map data ©2025 Google



MARSHALLTOWN

— I O W A —
CITY CLERK'S OFFICE

Joel Greer, Mayor
Carol Webb, City Administrator
Alicia Hunter, City Clerk
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5701
Fax - (641) 754-5717

SALE OF RESIDENTIAL LOT FOR NEIGHBORHOOD IMPROVEMENT 919 S CENTER STREET

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Sale of Lot & Construction

The property is being sold "AS IS" and no survey has been performed, so the bidder should carefully inspect the property prior to making a bid on the Property. Requests to access the property for inspection shall be made to

Joe Trowbridge, Code Enforcement Officer, by calling 641-754-5759. The failure or omission of any bidder to examine the property shall in no way relieve any bidder from any obligation with respect to a submitted proposal.

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Zoning

The property is presently zoned RM, Medium Density Residential Zoning District. The city council has initiated a rezoning of the property to the MU, Mixed Use Zoning District. The complete rezoning process is not expected to be finalized prior to the due-date of bids. Award of a bid does not constitute approval of a rezoning. The rezoning will remain subject to all applicable approvals for a rezoning. Buyer will need to consent to rezoning of the property as a condition of the sale.

Required Improvements

Purchase of the property is subject to completion of required improvements on the property. This request for proposals establishes two options for required improvements. Both options are subject to full compliance with adopted building codes, fire codes, and zoning codes for the City of Marshalltown.

Option #1

Demolish existing structures on the property and redevelop the property with any use permissible in the MU, Mixed Use Zoning District, with the exception of parking (see Marshalltown City Code Table 156.C.003-1 for eligible uses).

Option #2

Repair the existing structures on the property such that any violations to the adopted building codes, fire codes, and zoning codes for the City of Marshalltown are resolved. The repair shall result in the property returning to habitable status.

Timeline to Complete Required Improvements

Purchase of the property is subject to compliance with the following timeline for permitting, commencement of work on required improvements, and completion of all required improvements.

- a. Subject to unavoidable delays, buyer shall apply for a building permit within 30 days of closing.
- b. Subject to unavoidable delays, buyer shall commence the required improvements within 90 days of the date of issuance of a building permit.
- c. Subject to unavoidable delays, buyer shall complete the required exterior improvements within 180 days of the date of issuance of a building permit
- d. Subject to unavoidable delays, buyer shall complete all required improvements within one year of the date of issuance of a building permit.

Unavoidable Delays means delays resulting from acts or occurrences outside the reasonable control of the party claiming the delay, including, but not limited to, pandemics, storms, floods, fires, explosions, or other casualty losses, unusual weather conditions, strikes, boycotts, lockouts, or other labor disputes, delays in transportation

or delivery of material or equipment, litigation commenced by third parties, or the acts of any federal, state, or local governmental unit (other than acts of the City, with respect to a City-claimed delay).

Right of Reversion

Title to the property shall revert to the City, except for unavoidable delays, if the winning bidder does not apply for a building permit within 30 days of closing, developer's failure to commence the required improvements within 90 days from the date of issuance of a building permit, developer's failure to complete required exterior improvements within 180 days from the date of issuance of a building permit, or developer's failure to complete the all remaining required improvements within one year from the date of issuance of a building permit.

Proposal Requirements

Any person interested in submitting a proposal must submit the following items for the proposal to be considered valid.

1. Bidder Contact Information
2. Bid Amount.
3. Option #1 Required Improvements (if applicable):
 - a. Description of proposed use and proposed required improvements
 - b. Site plan showing the general layout for the proposed use.
 - c. Cost estimate
4. Option #2 Required Improvements (if applicable):
 - a. Description of proposed required improvements
 - b. Cost estimate
5. Proof of funds to complete the proposed work.
6. Any other documents necessary to support the proposal.

The following attachments are included as part of this RFP:

- Attachment A: Property Photos
- Attachment B: Blank Bid Form

Questions

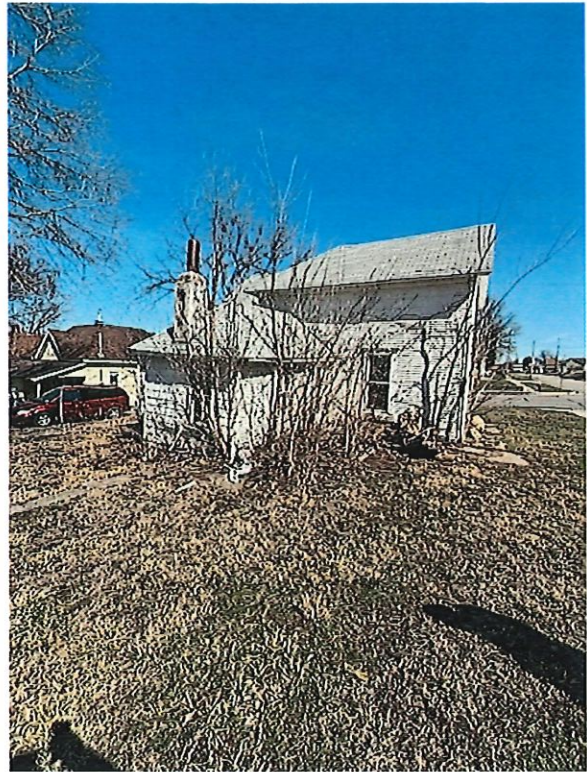
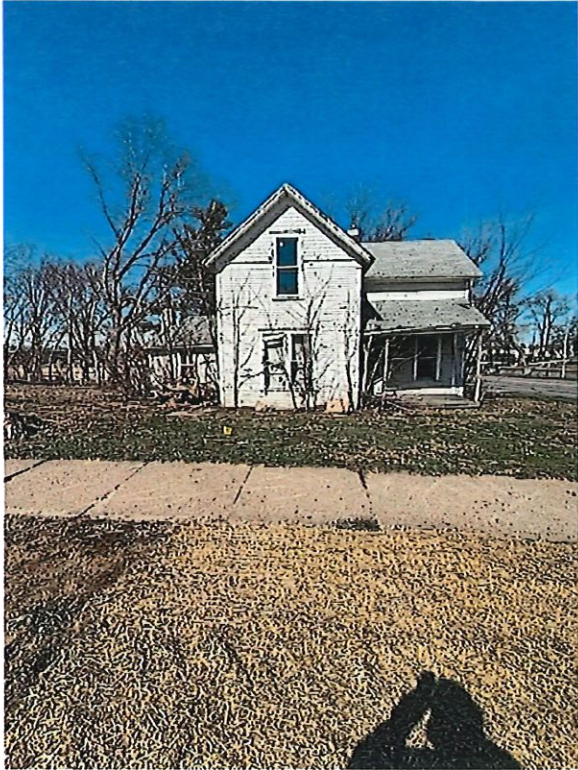
Questions on this RFP may be addressed to:

Carol Webb
City of Marshalltown
Phone: 641-754-5799
Email: cwebb@marshalltown-ia.gov

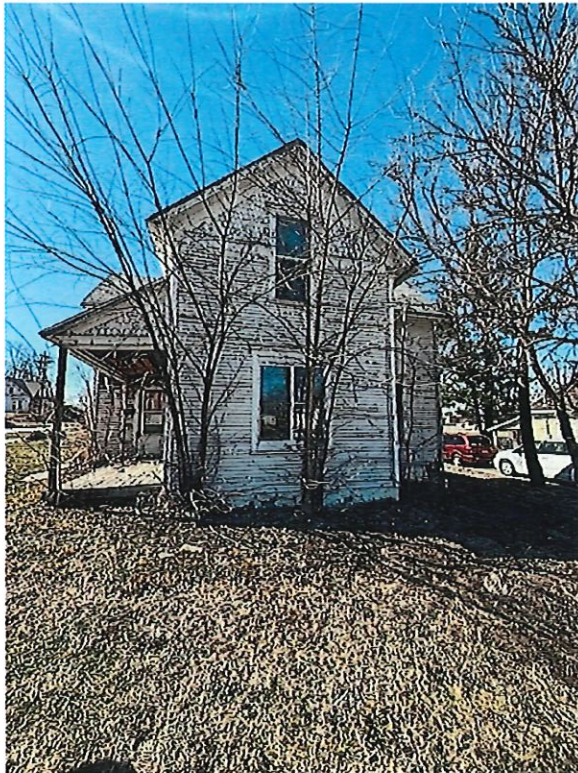
Requests to access the development parcel for inspection may be addressed to:

Joe Trowbridge
City of Marshalltown
Phone: 641-754-5759
Email: jtrowbridge@marshalltown-ia.gov

Attachment A
South



East



North



West

Interior

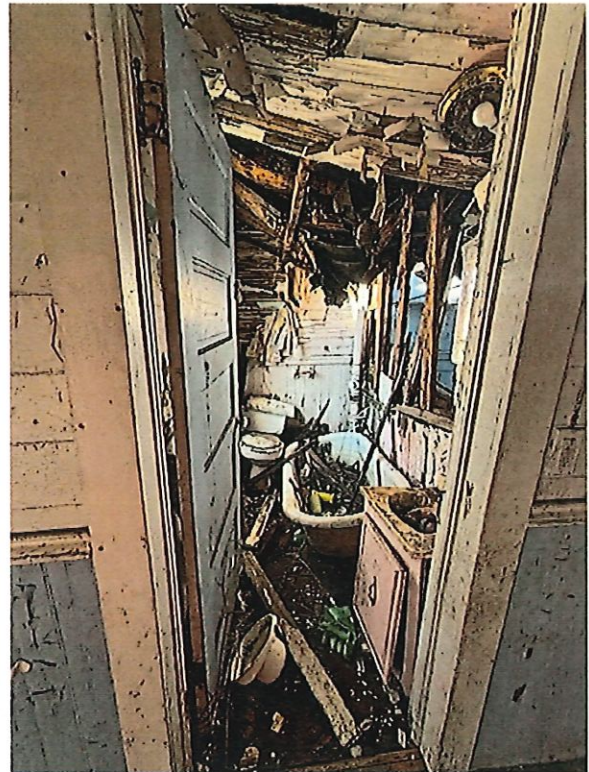
CITY COUNCIL
Barry Kell, Mike Ladehoff, Mark Mitchell,
Greg Nichols, Jeff Schneider, Gary Thompson, Vacancy



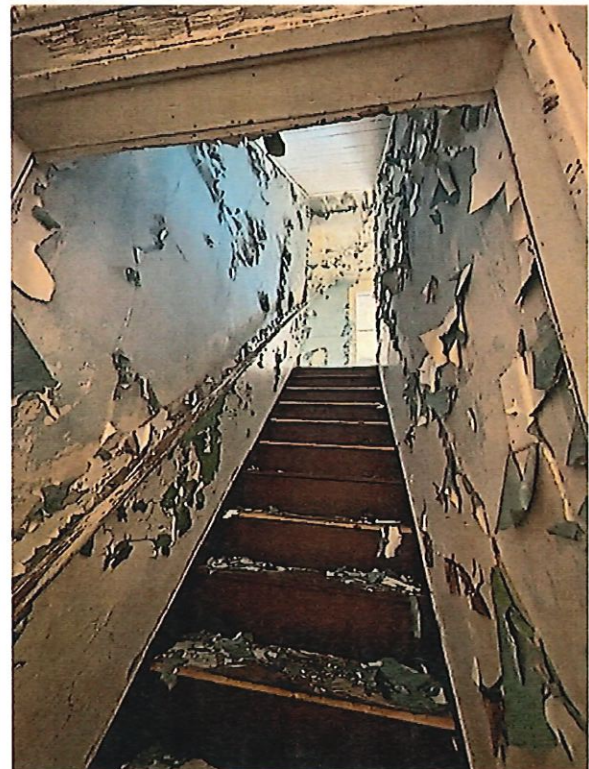


Interior

Interior



Interior



Attachment B:
Bid Form – 919 S Center Street

Bidder Information:

Name:	Top Notch Tree Service Inc.
Address:	2101 East Nevada Street Marshalltown, IA
Contact Phone:	641-485-0552

My bid for 919 S Center Street: \$ 35.00

Required Improvement Option (Select One):

☒ Option #1

☐ Option #2

Describe the intended use for the property. Please attach a separate sheet of paper if needed:

Include the following information as attachments:

- Site Plan for Proposed Required Improvements (Required for Option #1 Only)
- Cost Estimate for Required Improvements (Required for both Option #1 and Option #2)
- Proof of funds to complete the proposed work (Required for both Option #1 and Option #2)
- Any other documents necessary to support the proposal (Optional)

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Greg Nichols, Jeff Schneider, Gary Thompson, Vacancy



JA I acknowledge and agree to all of the requirements detailed in the bid notice and specifically acknowledge and agree to the timelines outlined within the bid notice.

JA I acknowledge and agree to fully comply with the requirements of the Marshalltown Code of Ordinances as it may relate to construction activities upon the Property.

JA I acknowledge and agree to the rezoning of the property from RM, Medium Density Residential Zoning District to MU, Mixed Use Zoning District.

JA I acknowledge and agree the City of Marshalltown has the right to reject any or all bids.

Signature: _____

Date: _____

5/14/25

Please seal your bid in an envelope and submit to the City Clerk, 24 North Center Street, Marshalltown, IA 50158 no later than 10:00 A.M. CST on May 15, 2025.

CITY COUNCIL

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



Cost Estimate:

With labor, materials, and landfill cost, I estimate that the cost will be around 15,000, also the maintenance of the property, mowing, and snow removal until the property sells.

My goal for property 915 South Center Street and 919 South Center Street is to demo both properties. The two properties, 915 and 919, will be torn down and cleaned up. I will, hydro seed properties and maintain them. In the future I will try to purchase the house between both properties at 917 South Center Street, where I will also demo the house, and clean up the property. Future plan will be to sell the empty lots right away.

Ackley

641-847-2651

Conrad

641-366-3898

Geneva

641-458-8200

Grundy Center

319-824-5431

Iowa Falls

641-648-3761

Manchester

563-927-3814

Marshalltown

641-753-4040

Story City

515-733-2816

gnbbank.com

May 14, 2025

To Whom It May Concern:

Jeremy A. Adkins, owner of Top Notch Tree Service Inc. is a valued customer at GNB Bank with a significant deposit portfolio. He has been a valued customer since April 14, 2020. His accounts have always been in good standings, and he has an excellent payment record. If you need any further information, please provide a signed authorization from Jeremy and we will be glad to provide you with any information necessary.

If you have any questions regarding this customer, please reach out to me at 641-753-4040.

Sincerely,



Jessica R. Vint, Location Manager

GNB Bank - Marshalltown

May 15,2025

The enclosed bid is subject to the city purchasing 917 S Center St. Marshalltown. Buyer is willing to purchase 917 S Center St. for \$30,000 from the city. Buyer would tear down all 3 houses and immediately market together to a developer of the property.

Jeremy Adkins

MARSHALLTOWN

I O W A

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

TO: Mayor Greer and City Council
FROM: Heather Thomas, Public Works Director
DATE: May 27, 2025
RE: Discussion – Union Pacific Railroad – 2nd St Crossing

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 – “Continually improve and sustain the City’s infrastructure, organization, and services” was.

Recommendation:

Discuss potential closure of 2nd St UPRR at-grade crossing and provide direction whether to close or leave open.

If direction is to close, City Staff will bring back formal resolution at June 9, 2025 City Council meeting. Staff would also continue discussions with UPRR on specific details of agreement and with Iowa DOT on submitting application for Crossing Closure Section 130 FHWA funds. We would also like concurrence that city staff may attempt to continue negotiations and applications financially favorable to the city, such as attempting to get some quiet zone signal timing improvements installed by UPRR, or UPRR Contractor in-kind construction for RRQZ, or additional funding – if available.

Budget Impact:

To be determined.

Description/Background:

On March 11th, 2024, I brought a discussion item to City Council in relation to the Railroad Crossing Safety Improvement project, also known as the Railroad Quiet Zone project. The discussion came after learning of the UPRR’s plan to add a spur line / side track in their yard that would increase the number of tracks at that crossing from three to four tracks. Some of the discussion was to get direction from council about understanding their interest or willingness to close the 2nd St at grade crossing, as requested by UPRR. At that time, UPRR had offered the city \$100,000 for the closure previously (which the city declined) but indicated there might be potential to increase that \$100,000 if the city would reconsider.

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Mark Mitchell, Greg Nichols, Jeff Schneider, Gary Thompson



12th St at Grade Crossing = 1,370 per day
6th St at Grade Crossing = 3,140 per day
3rd/6th St Viaduct = 9,000 per day
Center St Viaduct = 9,500 per day
3rd Ave (Highway 14) Viaduct = 13,600 per day
12th Ave at Grade Crossing = 4,040 per day
18th Ave Viaduct = 7,300 per day



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2. CROSSING FOR PEDESTRIANS

Existing today, sidewalks across 2nd St Rails are sketchy, at best.



Existing today, there is a sidewalk on the south side of Washington St that lead to stairs up to sidewalk on the 3rd/6th St Viaduct for crossing the UPRR. These stairs are located approximately 600 feet west of the 2nd St Crossing. Stairs do not allow for bike access.

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3. ALTERNATIVE CROSSINGS

Looking at vehicular traffic count numbers and proximity to other crossing options – closure of 2nd St to vehicles is going to result in relatively minor shifts of traffic patterns.

Shifts and options for pedestrians, both walking and biking, are worth additional considerations. Initial discussion with UPRR and review internally resulted in brief discussions about eliminating the vehicle crossing here and installing a pedestrian bridge.



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Mark Mitchell, Greg Nichols, Jeff Schneider, Gary Thompson





Example Bridge Overpass Bridge Ramps



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Mark Mitchell, Greg Nichols, Jeff Schneider, Gary Thompson





Further review of space limitations and the need to include ramp system to accommodate ADA and bike traffic led us to lean towards looking at improvements to the 3rd/6th St Viaduct due to its close proximity in lieu of the above examples that would be needed with a dedicated new bridge.

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Mark Mitchell, Greg Nichols, Jeff Schneider, Gary Thompson

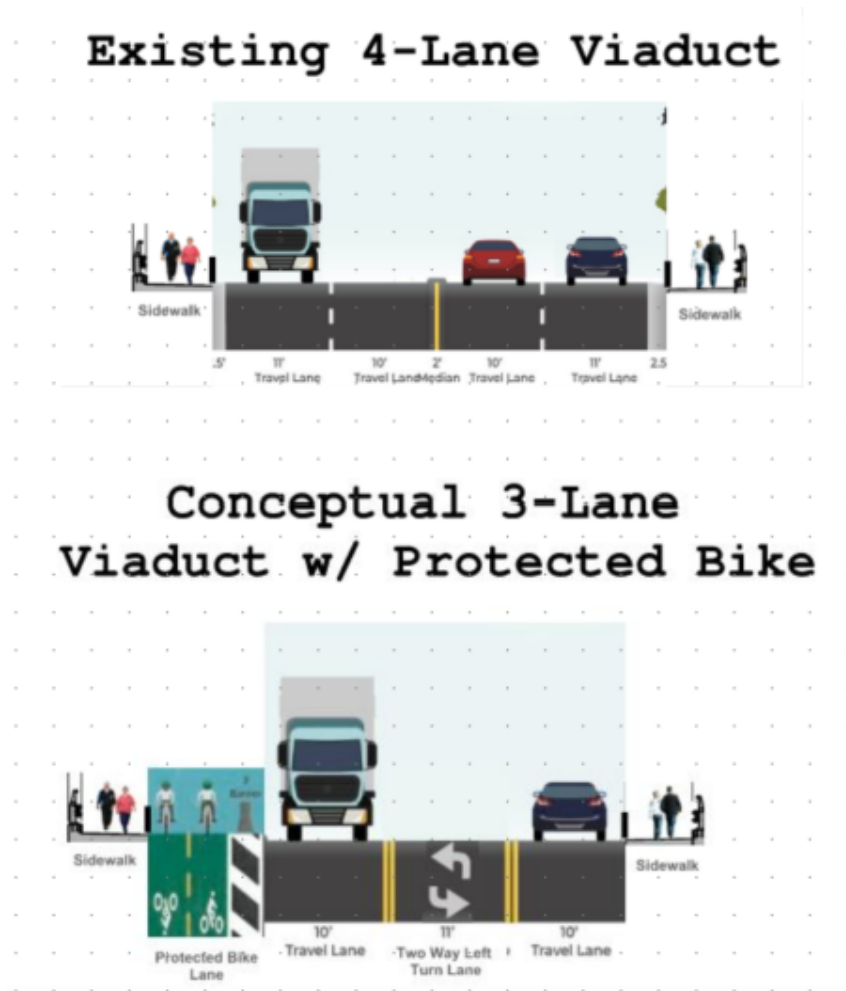


4. POTENTIAL – PROPOSED IOWA RIVER’S EDGE TRAIL / LINN CREEK GREENBELT TRAIL CONNECTIVITY MAY ALSO SERVE AS MEANS FOR ALTERNATIVE PEDESTRIAN CROSSING

One of the goal projects for trail connectivity here in Marshalltown has been better / safer connection between the Linn Creek Greenbelt Trail and the Iowa River’s Edge Trail. One concept that former Parks & Rec Director Hubbard and I had been exploring was the conversion of the 3rd/6th St Viaduct from four to 3 lanes and adding a dedicated / protected bike lane.

There would be opportunities to provide both safe pedestrian walking and biking lanes in this vicinity, while connecting to those pedestrians utilizing 2nd St. That concept, as part of a larger project to also include 4 bridges on the Iowa River’s Edge Trail, has recently been used in an application for statewide TASA funds (recall \$2M grant application). Initial estimates in Fall 2024 from Snyder for routing 2nd St pedestrian traffic to the 3rd/6th St Viaduct as well as improvements to the Viaduct came to \$1,144,000. Another iteration from the Spring 2025 for the bridge work and trail connections on each end came to \$885,000. In those discussion, closure of 2nd St and the financial incentive to do so was used to help offset any expenses associated with this potential trail connectivity and improved safety pedestrian RR crossing project.

A few conceptual exhibits include:



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Mark Mitchell, Greg Nichols, Jeff Schneider, Gary Thompson



5. RAILROAD CROSSING SAFETY IMPROVEMENT PROJECT (RAILROAD QUIET ZONE PROJECT)

The city has been working on creating a railroad quiet zone since 2010. In early 2024, some preliminary calculations indicated that if 2nd St was closed, no hard improvements (outside of signage) at 12th Ave would be needed to meet the minimum scoring criteria to establish a RRQZ – only 12th St and 6th St would be needed.

The last project cost estimates are dated that we are basing the following information off; however, 2021 estimates indicated the following split between crossing construction upgrades:

S 12th St - \$240,456

S 6th St - \$543,005

S 2nd St – Do Nothing (\$0), Close (\$50,064), or Upgrade (\$1,138,710)

S 12th Ave - \$144,012

If the city would elect to close 2nd St Crossing, the UPRR has offered to handle and pay for all closing requirements (as estimated in 2021 to be \$50,064).

Additionally, if the city would elect to close 2nd St Crossing, hard construction at 12th Ave would not be required which would be most of the \$144,012. This would also eliminate the city's need to apply for an ASI process to allow for a right-in, right-out driveway to remain.

Bolton & Menk needs to provide the city an updated cost opinion; however, UPRR/Benesch owes the city & B&M many items as they require that work within a certain zone of the tracks be completed by their Contractors. Updated cost estimates of their work are one of those items. Once B&M and the City receive those, we can update our current project budget. Based on rough estimates of inflation prepared by city staff and shown in Plan It for CIP planning purposes, this was currently projected to be about a \$1.4M project if we were doing nothing at 2nd St and doing the improvements at 12th Ave.

UPRR Offer Highlights:

Refer to attachments for additional detail. UPRR offer included the following:

- UPRR highway-railroad grade-crossing closure contribution incentive to the City for \$750,000.
- Eligibility to submit for matching (up to \$100,000) Section 130 Iowa DOT grade-crossing closure incentive payment to the City
- Offer contingent on quick response (due to UPRR starting track addition in late May/early June). Incentive money based on UPRR not having to install revised at grade crossing signals. UPRR would be responsible for the temporary roadway closure and detour starting in late May/ early June 2025 until permanent end of roadway modifications are installed.
- UPRR responsible for the necessary roadway removal north of the north tracks including fencing and barricades at the new end of roadway/sidewalk at the property line, the necessary removal of the traffic control warning signal devices lights/gates, and the conversion of the south track to a UP private roadway crossing for UP yard operations access only, with appropriate signage and barricades ceasing sidewalks at the south railroad property line.

Through additional brief discussions, the following items were discussed:

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- An understanding that City timing of projects and improvements may be delayed. City is coordinating with other trail funding and two projects on the Center St Viaduct.
- An understanding that as soon as the permanent closure items are installed at 2nd St, UPRR would provide city \$750,000 payment (no obligation to install trail connectivity or protected bike lane on 3rd/6th St viaduct).
- An understanding that IDOT currently has funds allocated for a closure incentive payment available but application would be needed to FHWA after NEPA clearance conducted by Iowa DOT. Iowa DOT payment would be made by invoice only after final inspection and proof of UPRR payment of incentive to city.
- Discussion about fencing to prevent pedestrians. UPRR proposing the north side of their property. City felt fencing on south may be more effective. Due to yard access, UPRR wants to remain on north; however, indicated they would provide some barriers and signage to discourage pedestrian crossing from the south.
- UPRR would be responsible for drafting plan for road closure, including road and sidewalk terminations on either side of UPRR. UPRR must receive city approval of plan before implementing.
- City staff have coordinated with Fire Department on street dead end and Street Division on potential closure with no objections.
- City staff have notified UPRR that utility easement for storm sewer must remain. Sewer Division staff were included in conversations with UPRR.
- City requested UPRR help draft Memorandum of Understanding in relation to ROW or Easement for City use of other at grade crossings. Currently, neither City nor UPRR can locate formal document of city's permission to cross UPRR at grade on any of the four at grade crossings. City is attempting to negotiate establishing MOU to formalize that. RRQZ project indicated if documentation can't be produced, city will have to "buy" easement to continue crossing and do improvements necessary for construction of RRQZ.
- City continues discussion on potential other available funding or in-kind work with UPRR related to RRQZ.

i:\public works\council items\2025\uprr 2nd street closure\memo_discussion - uprr 2nd st crossing.docx

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Mark Mitchell, Greg Nichols, Jeff Schneider, Gary Thompson



RE: Section 130 Railroad Crossing Closure Incentive Match Project Application :190623F / 2nd Street / Marshalltown

From : Klop, Kristopher <Kristopher.Klop@iowadot.us> Wed, May 21, 2025 03:33 PM
Subject : RE: Section 130 Railroad Crossing Closure Incentive Match Project Application :190623F / 2nd Street / Marshalltown 
To : Heather Thomas <hthomas@marshalltown-ia.gov>  1 attachment

CAUTION: This email originated from outside of the City of Marshalltown. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Heather,

I left out a key item regarding the \$100,000 reimbursement at the conclusion of the actual closure.

The invoice from the city to the Iowa DOT for the lump sum \$100,000 must include some type of supporting documentation indicating proof of payment from UP to the city. This could be a bank statement, copy of cancelled check, etc. Whereas UP is paying to close the crossing, we are paying to match the payment from the railroad, (albeit up to \$100,000) so we need to have documented proof that UP did in fact pay the city.

Thank you.

Kris

Kristopher Klop
Manager, Highway-Rail Grade Crossing Safety Programs
Modal Transportation Bureau
800 Lincoln Way | Ames, IA 50010
515-239-1108
515-203-1646 (Cell)
kristopher.klop@iowadot.us
iowadot.gov
M-Th 6am to 3:30pm | Fri 6-10am



From: Heather Thomas <hthomas@marshalltown-ia.gov>
Sent: Wednesday, May 21, 2025 3:27 PM
To: Klop, Kristopher <Kristopher.Klop@iowadot.us>
Subject: Re: Section 130 Railroad Crossing Closure Incentive Match Project Application :190623F / 2nd Street / Marshalltown

CAUTION:

This email originated from outside the Iowa Department of Transportation.

Do not click links or open attachments unless you recognize the sender and know the content is safe.

Thank you Kris!

Heather Thomas, P.E.

Public Works Director

City of Marshalltown

Phone: 641-754-5734 Ext. 4100

Mobile: 641-750-5929

Email: hthomas@marshalltown-ia.gov

From: "Kristopher Klop" <Kristopher.Klop@iowadot.us>

To: "Heather Thomas" <hthomas@marshalltown-ia.gov>

Sent: Wednesday, May 21, 2025 3:19:20 PM

Subject: Section 130 Railroad Crossing Closure Incentive Match Project Application :190623F / 2nd Street / Marshalltown

CAUTION: This email originated from outside of the City of Marshalltown. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Heather,

Thank you for allowing me to participate in the meeting this afternoon.

I have attached the Section 130 Railroad Crossing Closure Incentive Match project application. Please return the completed application to me and I will hold onto it until you advise whether the City Council has approved moving forward with the closure. Once you let me know that the project is a go I will make the appropriate requests necessary to secure the federal funding.

Once funding has been approved, I will send you an agreement for signature.

For your future reference and planning, I am also attaching the standard specification for the road closure barricades.

Please let me know if you have any questions.

Thank you.

Kris

Kristopher Klop

Manager, Highway-Rail Grade Crossing Safety Programs

Modal Transportation Bureau

800 Lincoln Way | Ames, IA 50010

515-239-1108

515-203-1646 (Cell)

kristopher.klop@iowadot.us

iowadot.gov

M-Th 6am to 3:30pm | Fri 6-10am



**SECTION 130 PROGRAM
RAILROAD CROSSING CLOSURE INCENTIVE
PROJECT REQUEST**

Kristopher Klop, Manager – Railroad Crossing Programs

Date: _____

Modal Transportation Bureau
Iowa Department of Transportation 800 Lincoln Way
Ames, IA 50010
kristopher.klop@iowadot.us Dear Mr. Klop:

We request Federal Grade Crossing Safety Improvement Funds for the following proposed safety project:

1. City: _____ Milepost: _____ County: _____
2. Street & Road Name: _____
3. Railroad Name: _____
4. FRA Crossing Number: _____

(The FRA Number is shown on a metal tag located on the crossbuck sign post or signal mast.)

5. Type of safety improvement requested:
Railroad Crossing Closure

6. Reason for the request:
Railroad crossing closure incentive payment from railroad match.

7. Amount of Railroad Incentive payment to close the railroad crossing: \$ _____

*The Section 130 program can only match **up to** \$100,000 of the incentive payment from the railroad to the highway authority.*

A separate application must be completed for each railroad crossing being closed as part of the agreement between the railroad and highway authority.

HIGHWAY AUTHORITY SIGNATURE

(Name)

(Title)

(Highway Authority)

(Email Address)

(Signature)

(Phone Number)

Minority Impact Statement

Pursuant to 2008 Iowa Acts, HF 2393, Iowa Code 8.11, all grant applications submitted to the State of Iowa that are due beginning Jan. 1, 2009, shall include a Minority Impact Statement. This is the state's mechanism for requiring grant applications to consider the potential impact of the grant project's proposed programs or policies on minority groups.

Please choose the statement(s) that pertains to this grant application. Complete all the information requested for the chosen statement(s). Submit additional pages as necessary.

- ☐ The proposed grant project programs or policies could have a disproportionate or unique **positive** impact on minority persons.

Describe the positive impact expected from this project:

Indicate which groups are impacted:

- ☐ Women ☐ Persons with a Disability ☐ Blacks ☐ Latinos ☐ Asians
☐ Pacific Islanders ☐ American Indians ☐ Alaskan Native Americans ☐ Other _____

- ☐ The proposed grant project programs or policies could have a disproportionate or unique **negative** impact on minority persons.

Describe the negative impact expected from this project:

Present the rationale for the existence of the proposed program or policy:

Provide evidence of consultation with representatives of the minority groups impacted:

Indicate which groups are impacted:

- ☐ Women ☐ Persons with a Disability ☐ Blacks ☐ Latinos ☐ Asians
☐ Pacific Islanders ☐ American Indians ☐ Alaskan Native Americans ☐ Other _____

- ☐ The proposed grant project programs or policies are **not expected to have** a disproportionate or unique impact on minority persons.

Present the rationale for determining no impact:

I hereby certify that the information on this form is complete and accurate, to the best of my knowledge.

Name: _____

Title: _____

(See DEFINITIONS on next page.)

DEFINITIONS

"Minority Persons," as defined in Iowa Code 8.11, means individuals who are women, persons with a Disability, Blacks, Latinos, Asians or Pacific Islanders, American Indians, and Alaskan Native Americans.

"Disability," as defined in Iowa Code 15.102, subsection 7, paragraph "b," subparagraph (1):

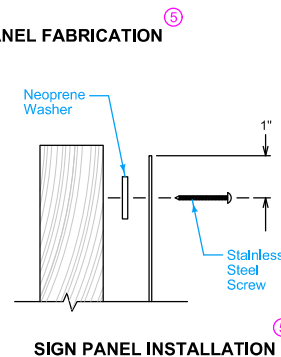
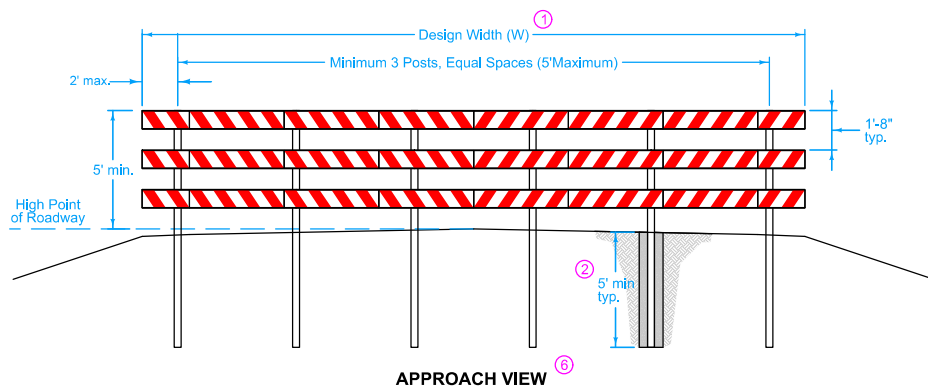
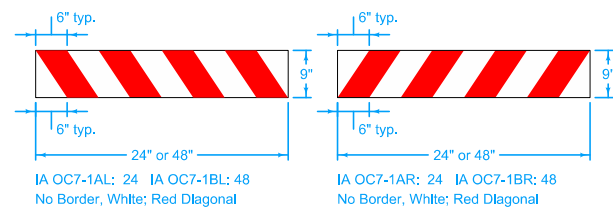
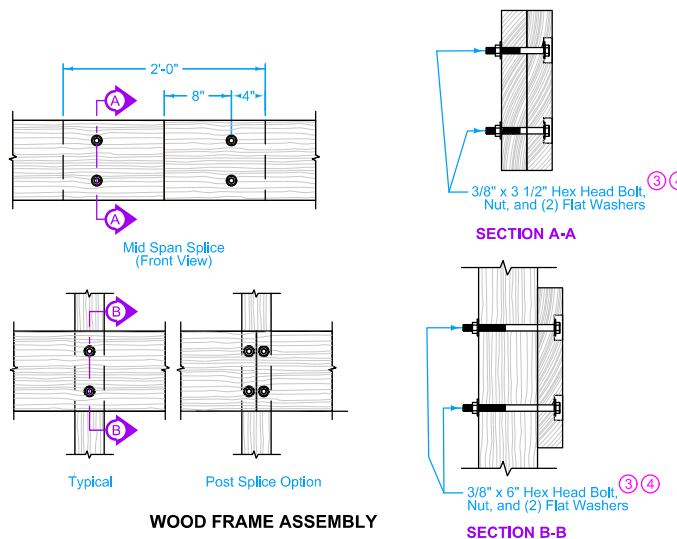
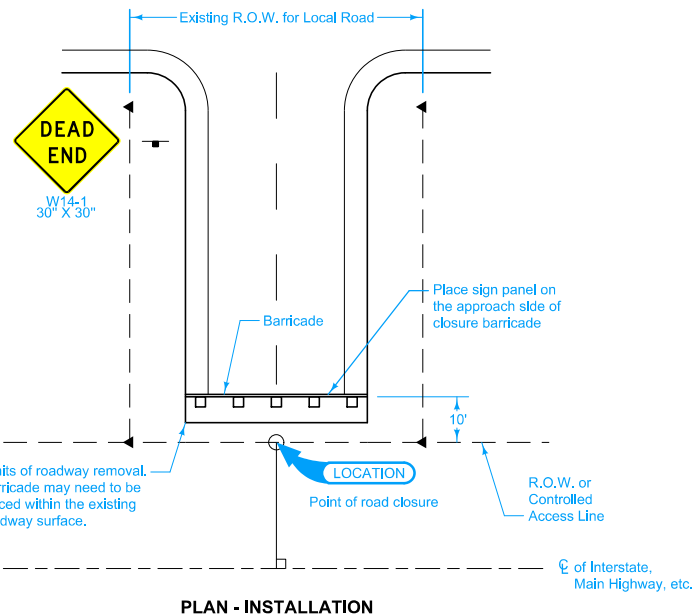
b. As used in this subsection:

(1) "*Disability*" means, with respect to an individual, a physical or mental impairment that substantially limits one or more of the major life activities of the individual, a record of physical or mental impairment that substantially limits one or more of the major life activities of the individual, or being regarded as an individual with a physical or mental impairment that substantially limits one or more of the major life activities of the individual.

"*Disability*" does not include any of the following:

- (a) Homosexuality or bisexuality.
- (b) Transvestism, transsexualism, pedophilia, exhibitionism, voyeurism, gender identity disorders not resulting from physical impairments or other sexual behavior disorders.
- (c) Compulsive gambling, kleptomania, or pyromania.
- (d) Psychoactive substance abuse disorders resulting from current illegal use of drugs.

"State Agency," as defined in Iowa Code 8.11, means a department, board, bureau, commission, or other agency or authority of the State of Iowa.



Price bid for "Permanent Road Closure, Rural, SI-181" includes furnishing and installing the barricade, signs, posts, and hardware.

The length will be measured in linear feet based on the width of standard sign panels installed.

The Contractor will be paid the contract unit price per linear foot.

Minimum Barricade length = design width (W).

- ① Design width (W) equals width of existing roadway and shoulders.
- ② Install posts according to Section 2524.03.B.1 of the Standard Specifications.
- ③ Assemble the wood frame with standard strength, hot dip galvanized bolts, nuts and washers according to the following specifications:

Bolts - ASTM A307
Nuts - ASTM A563
Washers - ASTM F884
Galvanization - ASTM F2329.

- ④ Recess all bolt heads in a $1\frac{1}{4}$ inch diameter x $\frac{1}{2}$ inch deep hole to allow sign panels to lay flush on the planks.
- ⑤ Use 0.063 inch aluminum blank for sign panel. Install sign panel meeting the requirements of Section 2524 of the Standard Specifications. Attach sign panels to the planks along the top and bottom at 2 foot centers using #10 x $1\frac{1}{4}$ inch self-drilling, phillips, pan head, 18-8 stainless steel screws. Use a 1 in. OD x $\frac{1}{8}$ in. thick neoprene washer between the sign panel and the treated wood plank to prevent corrosion.
- ⑥ Use pressure treated 4 in. x 4 in. x 12 ft. nominal boards for posts, and pressure treated 2 in. x 10 in. x variable length nominal boards for planks. Use planks of sufficient length to span at least 2 posts.

Possible Contract Item:
Permanent Road Closure, Rural, SI-181

Possible Tabulation:
102-4

	REVISION	
	2	10-18-16
	SI-181	
STANDARD ROAD PLAN		
REVISIONS: Replaced old Iowa DOT logo with new logo.		
APPROVED BY DESIGN METHODS ENGINEER 		
PERMANENT ROAD CLOSURE - RURAL		

Traffic, Pedestrian, and Train Counts														
DAY / TIME			VEHICULAR COUNT		PEDESTRIAN COUNT		TRAIN COUNT			Summary				
Day of Week	Date	1 Hour Time Slot	Traffic Count (NB)	Traffic Count (SB)	Pedestrian Count (NB)	Pedestrian Count (SB)	Thru Train Count	# of Train Blockages	Minutes / Hr of Trail Blockages	Vehicle (MAX/HR)	Pedestrian (MAX/HR)	Thru Train (MAX/HR)	Blocked Trains (MAX/HR)	Max Minutes Blocked / Hr
Tuesday	11/5/2024	4:00 - 5:00 PM	20	29	0	1	3	3	28	49	1	3	3	28
Tuesday	11/5/2024	5:00 - 6:00 PM	62	40	3	3	1	1	1	102	6	1	1	1
Tuesday	11/5/2024	6:00 - 7:00 PM	49	55	0	2	1	1	2	104	2	1	1	2
Tuesday	11/5/2024	7:00 - 8:00 PM	44	24	5	0	1	1	2	68	5	1	1	2
Tuesday	11/5/2024	8:00 - 9:00 PM	31	23	2	0	1	1	2	54	2	1	1	2
Tuesday	11/5/2024	9:00 - 10:00 PM	23	7	0	0	1	1	2	30	0	1	1	2
Tuesday	11/5/2024	10:00 - 11:00 PM	6	1	1	0	2	2	2	7	1	2	2	2
Tuesday	11/5/2024	11:00 - 12:00 AM	1	2	0	0	1	1	8	3	0	1	1	8
Wednesday	11/6/2024	12:00 - 1:00 AM	2	3	0	0	0	0	0	5	0	0	0	0
Wednesday	11/6/2024	1:00 - 2:00 AM	1	1	1	0	1	1	2	2	1	1	1	2
Wednesday	11/6/2024	2:00 - 3:00 AM	0	1	0	1	1	1	3	1	1	1	1	3
Wednesday	11/6/2024	3:00 - 4:00 AM	3	3	0	0	0	0	0	6	0	0	0	0
Wednesday	11/6/2024	4:00 - 5:00 AM	1	5	0	0	3	2	6	6	0	3	2	6
Wednesday	11/6/2024	5:00 - 6:00 AM	3	15	0	0	11	2	11	18	0	11	2	11
Wednesday	11/6/2024	6:00 - 7:00 AM	10	7	0	0	6	4	20	17	0	6	4	20
Friday	11/8/2024	4:00 - 5:00 PM	30	29	2	0	1	1	10	59	2	1	1	10
Friday	11/8/2024	5:00 - 6:00 PM	12	13	0	0	1	1	32	25	0	1	1	32
Friday	11/8/2024	6:00 - 7:00 PM	23	13	1	2	2	2	7	36	3	2	2	7
Friday	11/8/2024	7:00 - 8:00 PM	4	0	0	0	2	2	48	4	0	2	2	48
Friday	11/8/2024	8:00 - 9:00 PM	1	7	0	0	4	4	29	8	0	4	4	29
Friday	11/8/2024	9:00 - 10:00 PM	7	4	0	0	2	2	12	11	0	2	2	12
Friday	11/8/2024	10:00 - 11:00 PM	2	3	1	0	0	0	0	5	1	0	0	0
Friday	11/8/2024	11:00 - 12:00 AM	6	5	1	1	0	0	0	11	2	0	0	0
Saturday	11/9/2024	12:00 - 1:00 AM	3	3	0	0	1	1	3	6	0	1	1	3
Saturday	11/9/2024	1:00 - 2:00 AM	0	0	0		2	2	45	0	0	2	2	45
Saturday	11/9/2024	2:00 - 3:00 AM	0	2	0	0	0	1	39	2	0	0	1	39
Saturday	11/9/2024	3:00 - 4:00 AM	1	3	0	0	1	1	3	4	0	1	1	3
Saturday	11/9/2024	4:00 - 5:00 AM	0	3	1	0	3	3	8	3	1	3	3	8
Saturday	11/9/2024	5:00 - 6:00 AM	1	0	0	1	4	3	13	1	1	4	3	13
Saturday	11/9/2024	6:00 - 7:00 AM	1	3	1	0	3	3	30	4	1	3	3	30
Saturday	11/9/2024	7:00 - 8:00 AM	6	12	0	2	1	1	3	18	2	1	1	3
Saturday	11/9/2024	8:00 - 9:00 AM	14	23	2	0	2	3	5	37	2	2	3	5
Saturday	11/9/2024	9:00 - 10:00 AM	16	28	0	0	2	2	4	44	0	2	2	4
Saturday	11/9/2024	10:00 - 11:00 AM	18	19	1	0	1	1	18	37	1	1	1	18
Saturday	11/9/2024	11:00 - 12:00 PM	35	25	0	1	3	3	10	60	1	3	3	10
Saturday	11/9/2024	12:00 - 1:00 PM	22	17	0	0	2	2	10	39	0	2	2	10
Saturday	11/9/2024	1:00 - 2:00 PM	18	18	1	0	2	2	4	36	1	2	2	4
Saturday	11/9/2024	2:00 - 3:00 PM	15	13	1	1	1	1		28	2	1	1	0
Saturday	11/9/2024	3:00 - 4:00 PM	10	23	1	1	0	0	0	33	2	0	0	0
Saturday	11/9/2024	4:00 - 5:00 PM	23	12	0	2	0	0	0	35	2	0	0	0
Saturday	11/9/2024	5:00 - 6:00 PM	4	3	0	0	1	1	38	7	0	1	1	38
Saturday	11/9/2024	6:00 - 7:00 PM	11	18	0	0	2	2	5	29	0	2	2	5
Saturday	11/9/2024	7:00 - 8:00 PM	8	4	1	0	2	2	11	12	1	2	2	11
Saturday	11/9/2024	8:00 - 9:00 PM	9	8	0	0	2	2	4	17	0	2	2	4
Saturday	11/9/2024	9:00 - 10:00 PM	10	2	0	0	0	0	0	12	0	0	0	0
Saturday	11/9/2024	10:00 - 11:00 PM	17	7	2	1	1	2	4	24	3	1	2	4
Saturday	11/9/2024	11:00 - 12:00 AM	4	5	1	0	1	1	7	9	1	1	1	7
Sunday	11/10/2024	12:00 - 1:00 AM	1	0	1	3	0	0	0	1	4	0	0	0
Sunday	11/10/2024	1:00 - 2:00 AM	2	1	2	1	1	1	2	3	3	1	1	2

Traffic, Pedestrian, and Train Counts														
DAY / TIME			VEHICULAR COUNT		PEDESTRIAN COUNT		TRAIN COUNT			Summary				
Day of Week	Date	1 Hour Time Slot	Traffic Count (NB)	Traffic Count (SB)	Pedestrian Count (NB)	Pedestrian Count (SB)	Thru Train Count	# of Train Blockages	Minutes / Hr of Trail Blockages	Vehicle (MAX/HR)	Pedestrian (MAX/HR)	Thru Train (MAX/HR)	Blocked Trains (MAX/HR)	Max Minutes Blocked / Hr
Sunday	11/10/2024	2:00 - 3:00 AM	3	7	0	0	4	4	5	10	0	4	4	5
Sunday	11/10/2024	3:00 - 4:00 AM	2	1	0	0	5	5	10	3	0	5	5	10
Sunday	11/10/2024	4:00 - 5:00 AM	0	1	0	0	3	4	39	1	0	3	4	39
Sunday	11/10/2024	5:00 - 6:00 AM	2	1	0	0	0	2	18	3	0	0	2	18
Sunday	11/10/2024	6:00 - 7:00 AM	2	4	0	0	1	1	7	6	0	1	1	7
Sunday	11/10/2024	7:00 - 8:00 AM	6	5	0	0	2	3	12	11	0	2	3	12
Sunday	11/10/2024	8:00 - 9:00 AM	7	2	0	1	3	3	42	9	1	3	3	42
Sunday	11/10/2024	9:00 - 10:00 AM	3	17	2	1	2	3	14	20	3	2	3	14
Sunday	11/10/2024	10:00 - 11:00 AM	11	11	0	0	2	2	22	22	0	2	2	22
Sunday	11/10/2024	11:00 - 12:00 PM	24	17	1	0	2	1	5	41	1	2	1	5
Sunday	11/10/2024	12:00 - 1:00 PM	12	13	0	1	3	3	10	25	1	3	3	10
Sunday	11/10/2024	1:00 - 2:00 PM	11	12	1	2	5	5	18	23	3	5	5	18
Sunday	11/10/2024	2:00 - 3:00 PM	6	7	2	2	2	2	29	13	4	2	2	29
Sunday	11/10/2024	3:00 - 4:00 PM	10	6	0	1	3	3	25	16	1	3	3	25
Sunday	11/10/2024	4:00 - 5:00 PM	22	16	2	1	0	0	0	38	3	0	0	0
Sunday	11/10/2024	5:00 - 6:00 PM	20	22	3	3	1	1	2	42	6	1	1	2
Sunday	11/10/2024	6:00 - 7:00 PM	11	15	0	2	2	2	5	26	2	2	2	5
Sunday	11/10/2024	7:00 - 8:00 PM	4	5	0	0	1	1	5	9	0	1	1	5
Sunday	11/10/2024	8:00 - 9:00 PM	8	4	1	2	1	2	3	12	3	1	2	3
Sunday	11/10/2024	9:00 - 10:00 PM	3	1	0	0	1	1	2	4	0	1	1	2
Sunday	11/10/2024	10:00 - 11:00 PM	3	3	1	1	0	1	2	6	2	0	1	2
Sunday	11/10/2024	11:00 - 12:00 AM	2	1	1	1	0	1	2	3	2	0	1	2
Monday	11/11/2024	12:00 - 1:00 AM	0	1	0	1	0	0	0	1	1	0	0	0
Monday	11/11/2024	1:00 - 2:00 AM	1	0	0	0	1	1	13	1	0	1	1	13
Monday	11/11/2024	2:00 - 3:00 AM	0	0	0	0	3	2	30	0	0	3	2	30
Monday	11/11/2024	3:00 - 4:00 AM	0	2	0	0	0	0	0	2	0	0	0	0
Monday	11/11/2024	4:00 - 5:00 AM	1	4	0	0	1	1	2	5	0	1	1	2
Monday	11/11/2024	5:00 - 6:00 AM	5	7	0	1	3	3	12	12	1	3	3	12
Monday	11/11/2024	6:00 - 7:00 AM	23	5	0	3	1	1	2	28	3	1	1	2
Monday	11/11/2024	7:00 - 8:00 AM	10	3	0	0	3	2	40	13	0	3	2	40
Monday	11/11/2024	8:00 - 9:00 AM	21	25	1	1	2	3	8	46	2	2	3	8
Monday	11/11/2024	9:00 - 10:00 AM	15	14	0	0	0	1	4	29	0	0	1	4
Monday	11/11/2024	10:00 - 11:00 AM	9	11	2	0	1	1	2	20	2	1	1	2
Monday	11/11/2024	11:00 - 12:00 PM	27	12	2	0	1	1	9	39	2	1	1	9
Monday	11/11/2024	12:00 - 1:00 PM	19	21	3	3	6	4	18	40	6	6	4	18
Monday	11/11/2024	1:00 - 2:00 PM	18	11	4	2	3	3	14	29	6	3	3	14
Monday	11/11/2024	2:00 - 3:00 PM	14	9	1	2	5	5	34	23	3	5	5	34
Monday	11/11/2024	3:00 - 4:00 PM	29	29	6	6	1	1	6	58	12	1	1	6
Monday	11/11/2024	4:00 - 5:00 PM	41	37	2	4	2	2	2	78	6	2	2	2
Monday	11/11/2024	5:00 - 6:00 PM	50	51	2	2	2	2	2	101	4	2	2	2
Monday	11/11/2024	6:00 - 7:00 PM	58	33	2	2	1	1	2	91	4	1	1	2
Monday	11/11/2024	7:00 - 8:00 PM	19	14	1	0	2	1	33	33	1	2	1	33
Monday	11/11/2024	8:00 - 9:00 PM	24	14	2	1	1	1	3	38	3	1	1	3
Monday	11/11/2024	9:00 - 10:00 PM	8	3	0	0	1	1	6	11	0	1	1	6
Monday	11/11/2024	10:00 - 11:00 PM	7	2	0	1	1	1	5	9	1	1	1	5
Monday	11/11/2024	11:00 - 12:00 AM	4	1	0	0	0	0	0	5	0	0	0	0
Tuesday	11/12/2024	12:00 - 1:00 AM	0	1	0	0	4	1	33	1	0	4	1	33
Tuesday	11/12/2024	1:00 - 2:00 AM	0	0	0	0	4	1	60	0	0	4	1	60
Tuesday	11/12/2024	2:00 - 3:00 AM	1	0	0	0	2	2	27	1	0	2	2	27

Traffic, Pedestrian, and Train Counts														
DAY / TIME			VEHICULAR COUNT		PEDESTRIAN COUNT		TRAIN COUNT			Summary				
Day of Week	Date	1 Hour Time Slot	Traffic Count (NB)	Traffic Count (SB)	Pedestrian Count (NB)	Pedestrian Count (SB)	Thru Train Count	# of Train Blockages	Minutes / Hr of Trail Blockages	Vehicle (MAX/HR)	Pedestrian (MAX/HR)	Thru Train (MAX/HR)	Blocked Trains (MAX/HR)	Max Minutes Blocked / Hr
Tuesday	11/12/2024	3:00 - 4:00 AM	0	3	0	0	3	3	19	3	0	3	3	19
Tuesday	11/12/2024	4:00 - 5:00 AM	2	0	0	0	2	3	44	2	0	2	3	44
Tuesday	11/12/2024	5:00 - 6:00 AM	0	9	1	0	2	3	37	9	1	2	3	37
Tuesday	11/12/2024	6:00 - 7:00 AM	22	5	3	1	1	4	10	27	4	1	4	10
Tuesday	11/12/2024	7:00 - 8:00 AM	20	17	0	3	4	5	16	37	3	4	5	16
Tuesday	11/12/2024	8:00 - 9:00 AM	25	14	1	0	2	3	16	39	1	2	3	16
Tuesday	11/12/2024	9:00 - 10:00 AM	13	18	2	3	1	1	1	31	5	1	1	1
Tuesday	11/12/2024	10:00 - 11:00 AM	28	15	1	1	1	1	4	43	2	1	1	4
Tuesday	11/12/2024	11:00 - 12:00 PM	24	20	0	2	1	1	5	44	2	1	1	5
Tuesday	11/12/2024	12:00 - 1:00 PM	22	13	2	0	3	4	11	35	2	3	4	11
Tuesday	11/12/2024	1:00 - 2:00 PM	19	9	0	1	2	2	9	28	1	2	2	9
Tuesday	11/12/2024	2:00 - 3:00 PM	12	15	2	3	2	2	7	27	5	2	2	7
Tuesday	11/12/2024	3:00 - 4:00 PM	31	36	5	4	0	0	0	67	9	0	0	0
Tuesday	11/12/2024	4:00 - 5:00 PM	37	42	2	1	1	1	1	79	3	1	1	1
Tuesday	11/12/2024	5:00 - 6:00 PM	57	41	4	2	0	0	0	98	6	0	0	0
Tuesday	11/12/2024	6:00 - 7:00 PM	52	49	2	1	3	4	6	101	3	3	4	6
Tuesday	11/12/2024	7:00 - 8:00 PM	40	38	3	2	1	1	2	78	5	1	1	2
Tuesday	11/12/2024	8:00 - 9:00 PM	5	4	2	0	1	1	46	9	2	1	1	46
Tuesday	11/12/2024	9:00 - 10:00 PM	0	0	1	1	0	1	58	0	2	0	1	58
Tuesday	11/12/2024	10:00 - 11:00 PM	8	4	0	0	1	1	22	12	0	1	1	22
Tuesday	11/12/2024	11:00 - 12:00 AM	2	2	0	0	3	4	32	4	0	3	4	32
Wednesday	11/13/2024	12:00 - 1:00 AM	3	3	1	0	4	3	30	6	1	4	3	30
Wednesday	11/13/2024	1:00 - 2:00 AM	1	0	0	0	2	2	7	1	0	2	2	7
Wednesday	11/13/2024	2:00 - 3:00 AM	1	2	1	1	1	1	2	3	2	1	1	2
Wednesday	11/13/2024	3:00 - 4:00 AM	1	2	0	0	1	1	2	3	0	1	1	2
Wednesday	11/13/2024	4:00 - 5:00 AM	1	6	0	0	3	3	10	7	0	3	3	10
Wednesday	11/13/2024	5:00 - 6:00 AM	4	10	0	1	2	2	8	14	1	2	2	8
Wednesday	11/13/2024	6:00 - 7:00 AM	18	9	0	2	3	3	4	27	2	3	3	4
Wednesday	11/13/2024	7:00 - 8:00 AM	18	22	0	2	2	2	4	40	2	2	2	4
Wednesday	11/13/2024	8:00 - 9:00 AM	22	27	1	0	4	4	15	49	1	4	4	15
Wednesday	11/13/2024	9:00 - 10:00 AM	2	4	1	0	1	1	43	6	1	1	1	43
Wednesday	11/13/2024	10:00 - 11:00 AM	23	11	1	0	3	2	29	34	1	3	2	29
Wednesday	11/13/2024	11:00 - 12:00 PM	28	22	1	0	1	1	4	50	1	1	1	4
Wednesday	11/13/2024	12:00 - 1:00 PM	29	24	2	0	2	2	5	53	2	2	2	5
Wednesday	11/13/2024	1:00 - 2:00 PM	25	13	1	0	1	2	7	38	1	1	2	7
Thursday	11/14/2024	3:00 - 4:00 PM	19	31	3	0	2	2	13	50	3	2	2	13
Thursday	11/14/2024	4:00 - 5:00 PM	27	40	0	3	2	2	10	67	3	2	2	10
Thursday	11/14/2024	5:00 - 6:00 PM	30	33	1	0	1	2	19	63	1	1	2	19
Thursday	11/14/2024	6:00 - 7:00 PM	44	27	2	0	1	1	3	71	2	1	1	3
Thursday	11/14/2024	7:00 - 8:00 PM	38	14	1	0	1	1	4	52	1	1	1	4
Thursday	11/14/2024	8:00 - 9:00 PM	2	0	0	0	2	1	57	2	0	2	1	57
Thursday	11/14/2024	9:00 - 10:00 PM	9	4	0	0	1	1	26	13	0	1	1	26
Thursday	11/14/2024	10:00 - 11:00 PM	9	1	0	0	2	2	42	10	0	2	2	42
Thursday	11/14/2024	11:00 - 12:00 AM	1	4	0	0	3	3	31	5	0	3	3	31
Friday	11/15/2024	12:00 - 1:00 AM	0	0	0	0	0	1	60	0	0	0	1	60
Friday	11/15/2024	1:00 - 2:00 AM	0	0	0	0	0	1	60	0	0	0	1	60
Friday	11/15/2024	2:00 - 3:00 AM	1	1	1	0	1	1	5	2	1	1	1	5
Friday	11/15/2024	3:00 - 4:00 AM	1	0	0	0	2	2	6	1	0	2	2	6
Friday	11/15/2024	4:00 - 5:00 AM	2	0	0	0	3	2	46	2	0	3	2	46

Traffic, Pedestrian, and Train Counts														
DAY / TIME			VEHICULAR COUNT		PEDESTRIAN COUNT		TRAIN COUNT			Summary				
Day of Week	Date	1 Hour Time Slot	Traffic Count (NB)	Traffic Count (SB)	Pedestrian Count (NB)	Pedestrian Count (SB)	Thru Train Count	# of Train Blockages	Minutes / Hr of Trail Blockages	Vehicle (MAX/HR)	Pedestrian (MAX/HR)	Thru Train (MAX/HR)	Blocked Trains (MAX/HR)	Max Minutes Blocked / Hr
Friday	11/15/2024	5:00 - 6:00 AM	3	4	1	0	0	2	31	7	1	0	2	31
Friday	11/15/2024	6:00 - 7:00 AM	15	8	0	2	4	3	20	23	2	4	3	20
Friday	11/15/2024	7:00 - 8:00 AM	24	26	0	0	2	2	2	50	0	2	2	2
Friday	11/15/2024	8:00 - 9:00 AM	14	16	0	1	3	3	32	30	1	3	3	32
Friday	11/15/2024	9:00 - 10:00 AM	23	41	0	0	2	2	21	64	0	2	2	21
Friday	11/15/2024	10:00 - 11:00 AM	2	8	0	0	3	2	54	10	0	3	2	54
Friday	11/15/2024	11:00 - 12:00 PM	18	25	1	0	2	3	15	43	1	2	3	15
Friday	11/15/2024	12:00 - 1:00 PM	33	20	1	4	5	5	17	53	5	5	5	17
Friday	11/15/2024	1:00 - 2:00 PM	74	17	1	1	3	3	24	91	2	3	3	24
Friday	11/15/2024	2:00 - 3:00 PM	23	10	0	0	3	1	33	33	0	3	1	33
Friday	11/15/2024	3:00 - 4:00 PM	21	35	3	1	5	5	13	56	4	5	5	13
Friday	11/15/2024	4:00 - 5:00 PM	36	66	4	0	0	0	0	102	4	0	0	0
Friday	11/15/2024	5:00 - 6:00 PM	32	27	1	5	1	1	3	59	6	1	1	3
Friday	11/15/2024	6:00 - 7:00 PM	30	20	0	2	3	4	12	50	2	3	4	12
Friday	11/15/2024	7:00 - 8:00 PM	18	13	1	0	2	3	31	31	1	2	3	31
Friday	11/15/2024	8:00 - 9:00 PM	35	3	0	0	1	1	3	38	0	1	1	3
Friday	11/15/2024	9:00 - 10:00 PM	8	3	0	0	0	0	0	11	0	0	0	0
Friday	11/15/2024	10:00 - 11:00 PM	3	4	1	2	1	1	2	7	3	1	1	2
Friday	11/15/2024	11:00 - 12:00 AM	3	2	0	0	1	1	3	5	0	1	1	3
Saturday	11/16/2024	12:00 - 1:00 AM	1	4	0	0	1	1	2	5	0	1	1	2
Saturday	11/16/2024	1:00 - 2:00 AM	2	4	0	0	1	1	2	6	0	1	1	2
Saturday	11/16/2024	2:00 - 3:00 AM	2	1	2	0	2	2	5	3	2	2	2	5
Saturday	11/16/2024	3:00 - 4:00 AM	1	2	0	0	1	1	2	3	0	1	1	2
Saturday	11/16/2024	4:00 - 5:00 AM	0	2	2	1	2	2	5	2	3	2	2	5
Saturday	11/16/2024	5:00 - 6:00 AM	1	1	0	0	0	0	0	2	0	0	0	0
Saturday	11/16/2024	6:00 - 7:00 AM	2	0	0	0	3	2	20	2	0	3	2	20
Saturday	11/16/2024	7:00 - 8:00 AM	3	8	0	0	2	1	47	11	0	2	1	47
Saturday	11/16/2024	8:00 - 9:00 AM	11	33	3	0	1	1	13	44	3	1	1	13
Saturday	11/16/2024	9:00 - 10:00 AM	19	23	1	0	4	4	18	42	1	4	4	18
Saturday	11/16/2024	10:00 - 11:00 AM	28	50	3	0	0	1	11	78	3	0	1	11
Saturday	11/16/2024	11:00 - 12:00 PM	48	78	3	22	0	0	0	126	25	0	0	0
Saturday	11/16/2024	12:00 - 1:00 PM	32	23	5	6	2	1	23	55	11	2	1	23
Saturday	11/16/2024	1:00 - 2:00 PM	21	18	4	3	2	2	21	39	7	2	2	21
Saturday	11/16/2024	2:00 - 3:00 PM	25	24	11	2	3	3	6	49	13	3	3	6
Saturday	11/16/2024	3:00 - 4:00 PM	61	23	13	3	4	3	8	84	16	4	3	8
Saturday	11/16/2024	4:00 - 5:00 PM	87	20	3	1	2	2	3	107	4	2	2	3
Saturday	11/16/2024	5:00 - 6:00 PM	22	9	1	0	1	1	1	31	1	1	1	1
Saturday	11/16/2024	6:00 - 7:00 PM	5	4	0	0	2	1	27	9	0	2	1	27
Saturday	11/16/2024	7:00 - 8:00 PM	1	2	0	0	3	1	21	3	0	3	1	21
Saturday	11/16/2024	8:00 - 9:00 PM	5	5	1	0	1	1	2	10	1	1	1	2
Saturday	11/16/2024	9:00 - 10:00 PM	3	5	0	0	1	1	2	8	0	1	1	2
Saturday	11/16/2024	10:00 - 11:00 PM	0	4	0	0	0	0	0	4	0	0	0	0
Saturday	11/16/2024	11:00 - 12:00 AM	2	3	0	0	0	1	11	5	0	0	1	11
Sunday	11/17/2024	12:00 - 1:00 AM	2	1	0	0	1	1	2	3	0	1	1	2
Sunday	11/17/2024	1:00 - 2:00 AM	1	1	0	0	0	0	0	2	0	0	0	0
Sunday	11/17/2024	2:00 - 3:00 AM	1	0	1	0	2	2	5	1	1	2	2	5
Sunday	11/17/2024	3:00 - 4:00 AM	1	0	0	0	0	0	0	1	0	0	0	0
Sunday	11/17/2024	4:00 - 5:00 AM	1	0	1	0	3	2	23	1	1	3	2	23
Sunday	11/17/2024	5:00 - 6:00 AM	1	0	0	0	2	2	11	1	0	2	2	11

Traffic, Pedestrian, and Train Counts														
DAY / TIME			VEHICULAR COUNT		PEDESTRIAN COUNT		TRAIN COUNT			Summary				
Day of Week	Date	1 Hour Time Slot	Traffic Count (NB)	Traffic Count (SB)	Pedestrian Count (NB)	Pedestrian Count (SB)	Thru Train Count	# of Train Blockages	Minutes / Hr of Trail Blockages	Vehicle (MAX/HR)	Pedestrian (MAX/HR)	Thru Train (MAX/HR)	Blocked Trains (MAX/HR)	Max Minutes Blocked / Hr
Sunday	11/17/2024	6:00 - 7:00 AM	1	3	0	0	3	3	7	4	0	3	3	7
Sunday	11/17/2024	7:00 - 8:00 AM	1	4	1	0	5	2	34	5	1	5	2	34
Sunday	11/17/2024	8:00 - 9:00 AM	8	6	0	1	5	6	28	14	1	5	6	28
Sunday	11/17/2024	9:00 - 10:00 AM	6	6	1	0	3	3	26	12	1	3	3	26
Sunday	11/17/2024	10:00 - 11:00 AM	2	5	0	1	2	1	51	7	1	2	1	51
Sunday	11/17/2024	11:00 - 12:00 PM	27	12	1	4	1	1	4	39	5	1	1	4
Sunday	11/17/2024	12:00 - 1:00 PM	18	10	1	5	2	3	18	28	6	2	3	18
Sunday	11/17/2024	1:00 - 2:00 PM	13	15	4	4	2	2	6	28	8	2	2	6
Sunday	11/17/2024	2:00 - 3:00 PM	9	7	4	0	1	1	32	16	4	1	1	32
Sunday	11/17/2024	3:00 - 4:00 PM	6	12	5	1	5	4	31	18	6	5	4	31
Sunday	11/17/2024	4:00 - 5:00 PM	13	20	0	5	2	3	6	33	5	2	3	6
Sunday	11/17/2024	5:00 - 6:00 PM	17	11	3	0	2	2	5	28	3	2	2	5
Sunday	11/17/2024	6:00 - 7:00 PM	9	8	0	2	0	2	3	17	2	0	2	3
Sunday	11/17/2024	7:00 - 8:00 PM	7	6	2	0	0	0	0	13	2	0	0	0
Sunday	11/17/2024	8:00 - 9:00 PM	2	2	1	0	2	1	7	4	1	2	1	7
Sunday	11/17/2024	9:00 - 10:00 PM	2	0	0	0	0	0	0	2	0	0	0	0
Sunday	11/17/2024	10:00 - 11:00 PM	4	5	0	0	0	0	0	9	0	0	0	0
Sunday	11/17/2024	11:00 - 12:00 AM	4	5	0	0	0	0	0	9	0	0	0	0
Monday	11/18/2024	12:00 - 1:00 AM	1	0	0	0	1	1	30	1	0	1	1	30
Monday	11/18/2024	1:00 - 2:00 AM	0	0	0	0	1	1	12	0	0	1	1	12
Monday	11/18/2024	2:00 - 3:00 AM	1	0	0	0	2	1	46	1	0	2	1	46
Monday	11/18/2024	3:00 - 4:00 AM	1	1	0	0	0	0	0	2	0	0	0	0
Monday	11/18/2024	4:00 - 5:00 AM	3	9	0	0	0	1	4	12	0	0	1	4
Monday	11/18/2024	5:00 - 6:00 AM	3	5	0	0	1	1	2	8	0	1	1	2
Monday	11/18/2024	6:00 - 7:00 AM	17	8	1	0	2	2	20	25	1	2	2	20
Monday	11/18/2024	7:00 - 8:00 AM	18	13	0	0	4	4	9	31	0	4	4	9
Monday	11/18/2024	8:00 - 9:00 AM	4	2	0	0	3	1	50	6	0	3	1	50
Monday	11/18/2024	9:00 - 10:00 AM	24	23	0	1	2	2	6	47	1	2	2	6
Monday	11/18/2024	10:00 -11:00 AM	9	3	1	0	2	2	43	12	1	2	2	43
Monday	11/18/2024	11:00 - 12:00 PM	15	22	0	1	3	3	15	37	1	3	3	15
Monday	11/18/2024	12:00 - 1:00 PM	15	17	0	0	2	2	22	32	0	2	2	22
Monday	11/18/2024	1:00 - 2:00 PM	11	10	0	0	4	4	31	21	0	4	4	31
Monday	11/18/2024	2:00 - 3:00 PM	26	23	0	1	3	3	5	49	1	3	3	5
TOTAL	TOTAL	TOTAL	3,045	2,656	215	186	414	405	3,195	5701	401	414	405	3195
MAXIMUM	MAXIMUM	MAXIMUM								126	25	11	6	60
MINUMUM	MINUMUM	MINUMUM								0	0	0	0	0
MEDIAN	MEDIAN	MEDIAN								13	1	2	2	7
AVERAGE	AVERAGE	AVERAGE								24.9	1.8	1.8	1.8	14.0
HOURS ANALYZED	228	HOURS												
Average Daily			321	280	23	20	44	43	336					