



**MARSHALLTOWN
MORE THAN EVER**

**CITY OF MARSHALLTOWN CITY COUNCIL AGENDA
CITY HALL COUNCIL CHAMBERS
10 WEST STATE STREET
JUNE 23, 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 06/09/25 Meeting and Bill List \$2,666,194.94
2. Approve Retail Tobacco Renewal Application for 7 Rayos Liquor Store at 120 E Main St; Cave Cigar Experience, 404 S 2nd St
3. Approve May 2025 Financial Statements
4. Appoint Patrick Streit to the Fire Code Board of Appeals, term 8/1/25-8/1/29
5. Appoint Patrick Streit to the Storm Water Advisory Committee, term ending 12/31/25 (replacing Abigail Pelzer)
6. Resolution Authorizing the Use of \$5,000 in Council-Designated Local

Option Sales Tax for the Marshalltown July 4, 2025, Fireworks Display

7. Resolution Allowing Open Containers on Designated Public Ways for the Marshalltown's Red, White & Blue Celebration Public Event on July 3, 2025
Approve resolution.
8. Resolution Approving a Tourism and Promotional Services Contract with Marshalltown Area Chamber of Commerce
9. Resolution Approving an Economic Development Grant Match Agreement between the City of Marshalltown and CO2 Refrigeration Systems
10. Resolution Declaring Certain Property, Being Assets #4991 & #6421, Surplus Property and Authorizing Sale and Disposal thereof from the Street Division of the Public Works Department
11. Resolution Approving Engineer's Certificate of Completion and Accepting Con-Struct, Inc, for the State Street Reconstruction Project #STR21004
12. Resolution Approving Contract Change Order #16 for the State Street Reconstruction Project, #STR21004, an Increase of \$24,162.70
13. Resolution Approving Contract Change Order #17 for the State Street Reconstruction Project, #STR21004, a Decrease of \$228,643.10
14. Resolution Approving Contract Change Order #4 for the East Main Street and Center Street Reconstruction Project, #STR22002, a Decrease of \$34,498.00
15. Resolution Approving Contract Change Order #5 for the East Main Street and Center Street Reconstruction Project, #STR22002, an Increase of \$37,363.00
16. Resolution Approving Supplemental Agreement No 1 for \$180,000 with Calhoun-Burns & Associates for the Iowa River's Edge Trail Bridges 2 - 5 Project, Construction Phase Services, Project #TRL25001
17. Resolution Approving Latitude Signage + Design Proposal for Design-Build Services for a monument sign for the Apgar Family Water Plaza, Project PRK22004, to include Linn Creek District Donor Signage with a project budget of \$50,000, of which an estimated \$40,000 is towards signage design and build scope directly with Latitude Signage + Design.

18. Resolution Approving Purchase of a 2012 International 4300 Terex 47' Digger Derrick for the Price of \$27,500 from Higher View Enterprises Inc for use in the Facility & Electrical Division of the Public Works Department and Declaring Asset 6263, a 1989 Ford C800 Cab and Chassis w/ Pitman PoleCat, Surplus for Disposal Thereof
19. Resolution Setting Date for Public Hearing on Urban Renewal Plan Amendment for the Marshalltown Urban Renewal Area No. 3

G. MOTIONS

1. Motion to approve the Friends of the Orpheum Alcohol License with Outdoor Service for the Live After 5 Events on 7/3, 7/11, 7/18, 7/25 at West End Park

H. RESOLUTIONS

1. Resolution to Approve City Fee Schedule for July 1, 2025
2. Resolution Accepting the Agreement with Municipal Collections of America, Inc. for the Collection of Unpaid Automated Traffic Enforcement Citations
3. Public Hearing and Resolution Approving the Real Estate Purchase Agreement and Providing for the Conveyance and Transfer of Title for 501 North 1st Avenue
4. Public Hearing and Resolution Approving the Real Estate Purchase Agreement and Providing for the Conveyance and Transfer of Title for 915 S Center Street
5. Public Hearing and Resolution Approving the Real Estate Purchase Agreement and Providing for the Conveyance and Transfer of Title for 919 S Center Street

I. ORDINANCES

1. 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 - 3rd Reading
2. 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 - 3rd Reading

3. Ordinance 15103 to Amend the Code of Ordinances, City of Marshalltown, Iowa, Chapter 156: Zoning, Self-Service Storage - Mini-Warehouse - 3rd Reading
4. 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 - 3rd Reading
5. 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 - 3rd Reading
6. 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 - 3rd Reading
7. Ordinance 15108 to Amend the Code of Ordinances, City of Marshalltown, Iowa, Chapter 133 Offenses Concerning Minors - 1st Reading

J. DISCUSSION

1. EMS Consultant Collaborative Project

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
JUNE 9, 2025

Mayor Greer called the meeting to order at 5:30 PM, June 9, 2025, at the City Hall Council Chambers, 10 W State Street, and led the pledge of allegiance. Roll call—Present: Melisa Fonseca, Barry Kell, Mike Ladehoff, Mark Mitchell, Greg Nichols, Jeff Schneider, Gary Thompson. Public comments for items not on the agenda were provided. Mayor, Council, and Administrator comments were provided.

CONSENT AGENDA

Motion by Jeff Schneider, second by Gary Thompson to approve the consent agenda less items 6 and 8: Approve Minutes 05/27/25 Meeting and Bill List \$2,763,638.26; Approve Alcohol License Renewals for The Depot Liquor & Grocery at 114 N Center St; Mariscos El Capitan 2 at 903 W Lincoln Way with outdoor service & catering; Impala Ballroom at 1005 W Lincoln Way, Git-N-Go #34 at 3302 S Center St, Git-N-Go #35 at 902 W Lincoln Way; Approve Retail Tobacco Renewal Applications for Dollar General #4206 at 2413 S Center St; Dollar General #2019 at 408 S 9th St; Dollar General Store #21858 at 104 W State St; Kwik Star #706 at 810 S 3rd Ave; Kwik Star #607 at 814 S 6th St; Kwik Star #394 at 2500 S Center St, Ste B; Yesway #1148 at 1701 Iowa Ave E; East Side Liquor & Grocery at 1116 E Nevada St; Depot Liquor & Grocery at 114 N Center St; Marshall BWS at 11 N 3rd Ave; Lounge on Main at 19 W Main St; Shag at 2501 S Center St, Ste. B; Goldenland Asian Food Grocery Store at 11 E State St; Vaughns Pub at 22 N 1st Ave; May 2025 Building and Trade Permit Report; Reappoint Steven Hay, Heidi Hogan, and Wayne Waltermire to the Fire Code Board of Appeals, term 8/1/25-8/1/29; Resolution Adopting a Lease Agreement Policy for the City of Marshalltown; Resolution Approving Contract Change Order #4 for the Linn Creek Trailhead and Bridge Project, #TRL24001 and TRL24002, an increase of \$279,150.55; Resolution Approving Contract Change Order #7 for the Riverview Park Phase 1 Project, #PRK23001, an Increase of \$6,497.50; Resolution Setting Public Hearings for the Conveyance and Transfer of Title for 501 North 1st Avenue, 915 South Center Street, and 919 South Center Street; Resolution Authorizing Memorandum of Understanding between Union Pacific Railroad and the City of Marshalltown for Purpose of Financial Incentive and Intent to Close At-Grade 2nd Street Railroad Crossing. Motion carried 7-0.

Motion by Jeff Schneider, second by Barry Kell, to approve Resolution Adopting Personnel Policy Amendments and the Creation of Policy 3.17 Voluntary Furlough. Motion by Gary Thompson, second by Mark Mitchell, to amend by removing the requirement from Policy 3.9 Bereavement, to attend a funeral, and striking "may" from Policy 4.1 Non-Union Compensation/Classification pertaining to employees who meet or exceed expectations getting a step increase. Motion carried 7-0. Motion by Gary Thompson, second by Greg Nichols, to approve Resolution Adopting Personnel Policy Amendments and the Creation of Policy 3.17 Voluntary Furlough as amended. Motion carried 7-0.

Motion by Jeff Schneider, second by Greg Nichols to approve Resolution Authorizing the Purchase of a 60-Inch Zero-Turn Mower for the Price of \$6,493.58 from Mow Pow'r of Newton for use in the Street Division and Declaring Asset 5883, a 2002 New Holland MC 28 Mower, Surplus for Disposal Thereof. Amended motion by Jeff Schneider, second by Mark Mitchell to amend the purchasing policy to allow for local preference for 1% up to \$10,000. The motion was withdrawn. Amended motion by Mike Ladehoff, second by Mark Mitchell to accept 2nd bid from local vendor Central Iowa Farm Store and have staff bring back the 3% local preference amendment. Motion carried 7-0.

REPORTS

David Hicks, Director of YSS Marshall County, provided the MPACT Quarterly Update. From January through May, advocates responded to 82 calls for service, involving 164 people, with 30% of them being under 18 years of age. Of the calls, 30% were for homelessness, 20% for mental health, and 20% for family conflict. 82% of the responding officers on the initial call went back into service. 98% of the callers who requested services followed through with program recommendations. Program donors were able to provide 19 nights of hotel stays for 14 people and 1 dog. There were 230 follow-up contacts, involving 350 people. David shared a FLOCK camera success story, locating a gentleman with dementia who was lost, and the advocate was able to assist the family. Staff members attended the National Co-Responder Conference and were able to present on the program.

Chief Jones presented the 2024 Marshalltown Police Department Annual Report, noting FLOCK cameras have been very successful. There is a focus on officer wellness, recruitment, and building community relations. Calls for service have been consistent with staff training on how to handle calls quickly. Officers handled 851 welfare checks in the community, which Chief Jones believes is an important service.

MOTIONS

Motion by Mike Ladehoff, second by Mark Mitchell to approve a temporary outdoor service area for Marshalltown Elks Lodge #312 for the 130th Anniversary Celebration on 7/12/25. Motion carried 7-0.

RESOLUTIONS

Motion by Jeff Schneider, second by Greg Nichols, to approve Resolution Approving a Lease Agreement with Central Iowa River Gun Club. Steve Gile, President of the Central Iowa River Gun Club, provided an overview of the facility and the service it provides, noting over 64 years at the facility offering recreation and safety training to area youth clubs. Randy Hall, 2808 Arnold Dr, reviewed the building conditions and the improvements the club has made over the years. They estimate it will cost them over \$10,000 to vacate the facility when viaduct repairs begin. Amended motion by Gary Thompson, second by Mark Mitchell to amend to \$120 per year. Motion carried 7-0. Motion to approve Resolution Approving a Lease Agreement with Central Iowa River Gun Club as amended carried 7-0.

Motion by Jeff Schneider, second by Mike Ladehoff, to approve Resolution Approving Agreement Between the City of Marshalltown and Hilde Debruyne Art and Design LLC for the Emerson Bridge Railings Final Commission. Motion carried 7-0.

ORDINANCES

Mayor Greer opened the public hearing at 6:27 pm for the amendment to the Official Zoning Map for 915, 917, 919 S Center Street. Clayton Ender, Assistant Director of Housing & Community Development, advised the parcels would change from medium-density residential to a mixed-use zoning district. No written comments were received. Public comment: Dean Lawthers, 614 Fremont Street, thanked the council for their support of the project for the redevelopment of the parcels. The public hearing was closed at 6:31 pm. Motion by Greg Nichols, second by Mike Ladehoff, to adopt the 2nd reading of 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. Motion carried 7-0.

Mayor Greer opened the public hearing at 6:33 pm for the amendment to 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. Clayton Ender, Assistant Director of Housing & Community Development, advised the lots would change from medium-density residential to general industrial zoning district. No written or public comments were received. The public hearing was closed at 6:35 pm. Motion by Greg Nichols, second by Mike Ladehoff to adopt the second reading of 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. Motion carried 7-0.

Mayor Greer opened the public hearing at 6:36 pm for an amendment to Chapter 156: Zoning, Self-Service Storage - Mini-Warehouse. Clayton Ender, Assistant Director of Housing & Community Development, advised that this amendment would allow the mall property to have a mini-storage facility. No written or public comments were received. The public hearing was closed at 6:38 pm. Motion by Jeff Schneider, second by Mike Ladehoff to adopt the second reading of Ordinance 15103 to Amend the Code of Ordinances, City of Marshalltown, Iowa, Chapter 156: Zoning, Self-Service Storage - Mini- Warehouse. Motion carried 6-1, Mark Mitchell dissenting.

Mayor Greer opened the public hearing at 6:39 pm for the amendment to Chapter 156: Zoning, Accessory Dwelling Units, Board of Adjustment Procedures, and Residential Building Materials. Clayton Ender, Assistant Housing and Community Development Director advised that these amendments address legislative changes at the State level. No written or public comments were received. The public hearing was closed at 6:41 pm. Motion by Greg Nichols, second by Jeff Schneider to adopt the second reading of 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. Motion carried 7-0.

Motion by Mike Ladehoff, second by Gary Thompson to adopt the second reading of Ordinance 15105 to Amend the Code of Ordinances, City of Marshalltown, Iowa, Chapter 130 Offenses Against Peace and Safety, Section 130.018 Fireworks. This amendment is required due to State legislation prohibiting local governments from restricting the use of consumer fireworks on July 3, July 4, and December 31. Motion carried 7-0.

Motion by Jeff Schneider, second by Greg Nichols to waive the third reading of Ordinance 15105 to Amend the Code of Ordinances, City of Marshalltown, Iowa, Chapter 130 Offenses Against Peace and Safety, Section 130.018 Fireworks. Motion carried 7-0.

Motion by Jeff Schneider, second by Greg Nichols to adopt 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 - 2nd Reading. Motion carried 7-0.

Motion by Jeff Schneider, second by Mike Ladehoff to adopt 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 - 2nd Reading. Public comment was provided. Motion carried 7-0.

DISCUSSION

Karla Gould, 2708 Garwin Rd, a volunteer with Marshalltown Feral Support presented a request for funding of \$15,000 per year for the next 3 years for the spaying/neutering and vet care of feral cats, plus an additional \$2,000 for the construction of a mobile structure for housing cats during rehabilitation. The group was established as a 501C3 in 2024 but has been serving the community since 2022. They utilize the trap, neuter, return (TNR) method and have spayed/neutered 301 cats. Steven Havens, 1113 Fremont St, leads the organization and provided some examples of colonies that have been addressed. Public comment was provided in support of the group. Motion by Jeff Schneider, second by Melisa Fonseca to bring back a resolution for the funding request and develop an agreement for services. Motion carried 6-0, Mitchell abstaining.

Deb Millizer, Housing & Community Development Director, provided an update on the RFP process for the city property at 20 E Main Street. Phillip and Elisabeth Curtis of In Stitches submitted a proposal and an offer of \$10,000 for the rehabilitation of the building. Motion by Gary Thompson, second by Jeff Schneider to proceed with the sale to Phillip and Elisabeth Curtis of In Stitches for the price of \$10,000 with a development agreement. Motion carried 7-0.

John Hall, Marshalltown Area Chamber of Commerce, presented a request to renew the tourism and promotional services contract, dedicating 56% of all hotel/motel tax revenue to the agreement. The proposed contract would be for 3 years and includes several metrics. Motion by Gary Thompson, second by Jeff Schneider, to bring forward an agreement for 56% funding from the hotel/motel tax for the Tourism and Promotional Services Contract with the Marshalltown Area Chamber of Commerce. Motion carried 7-0.

ADJOURNMENT

The meeting was adjourned at 8:12 pm.

Respectfully Submitted,


Alicia Hunter, City Clerk

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

BILL LIST 06/23/25

Advertising

FirstIntBank/1 812.19

Buildings/Improvements

Spahn.Rose.Lmbr/3 1,362.80

Consulting & Professional Fees

Bernie.Lowe/2 161.98
Bolton&Menk.Inc/1 22,738.00
Eide.Bailly.LLP/1 30,000.00
Evans.Abstract/1 1,015.00
FirstIntBank/2 125.00
Health.Partners/1 12,090.81
I.L.E.A./1 200.00
Iowa.One.Call/3 1,281.10
Snyder & Assoc/1 9,318.50

Contracts

Backflow.Preven/4 3,420.00
BDH/1 471.00
BG.HVAC.INC/2 3,134.88
Bobs Lawn Care/1 450.00
Chamber.Commerc/2 48,372.94
City.Laundering/2 230.60
Cntrl.IA.Farm/1 6,500.00
Construct/2 952,490.31
DeBruyne, Hilde/1 39,509.00
EO Johnson Co/1 107.17
Eocene Envir Gr/2 9,309.00
FirstIntBank/7 5,536.19
Granicus LLC/1 34,556.75
Hanke,R/2 869.44
Ind.Ag.Services/1 1,038.95
KuehnerConstruc/1 1,192.00
Marco.Holdings/1 185.00
Marsh.Co.Landfi/1 58.60
Marshall.Co.IT./4 5,000.00
MEDIC/2 7,500.00
Mtown Comm Band/1 68.95
Mtn.Aviation/2 4,791.00
Plunketts/1 64.20
Premier.Equip/6 905.82
Region 6/2 20,792.00
Schendel.Pest.C/6 224.58
Schumacher.Elev/2 500.57
Sensys Gatso/1 11,550.00
ServiceMaster/2 2,927.58
Stericycle.Inc/2 201.50
The Shredder/1 54.00
Thermo Systems/1 925.00
Woodman.Control/1 1,100.00
WRH Inc/1 187,895.33
Xerox Corp/2 76.93

Debt Service

UMB.Bank.NA/6 1,550.00

Library Books

Baker & Taylor/46 2,668.16

Book Farm LLC/1 991.84
BRODART.CO/18 2,995.66
Cengage.Learn/14 1,000.87
CenterPoint.Prn/1 289.44
EBSCO.Subscr/1 5,900.00
FirstIntBank/64 4,449.39
OVERDRIVE,INC./1 5,127.64
Playaway Prod/1 267.95
Scholastic/1 434.97
TransparentLang/1 1,134.00

Medical

Bernie.Lowe/2 2,893.60
Covenant Workpl/1 419.90
HARTFORD.ACCTS/2 6,923.29
Health.Partners/5 101,634.49
Hunter Lane LLC/2 928.55
McFarland.Cl/1 44.00
Unity Point-Occ/1 42.00

Payroll.Net

Payroll/1 382,970.63

Rebates

Menards/2 -6.09

Refund/Reimbursed

A.Neuroth/1 84.77
Baker & Taylor/6 155.60
Cengage.Learn/2 51.73
Christensen, D/1 30.99
DeRuiter,K/1 28.82
Dirks, Michael/1 28.66
Dougall,H/1 25.49
Eigenberger,C/1 32.24
FirstIntBank/2 -0.88
Fish, Shara/1 17.99
Gorsuch, Dan/1 33.06
Graves,R/1 46.82
Joesting, Eric/1 25.42
Kolbe,Sara/1 45.20
Ladehoff,D/1 34.90
Martinez, Ferna/1 45.00
Matthews, Lisa/1 5.00
McCollister, M/1 32.24
Oberender,T/1 42.38
Ryner, Pam/1 37.22
Santana,Charlot/1 23.30
Saxton, Karla/1 101.69
Troutner,Shawn/1 33.92
Weig, Amanda/1 9.99
Zamora,R/1 44.79

Service/Repairs

AAA.Septic/3 545.00
AceK9.com/1 168.00
AG.LIME.TRUCKG/5 3,850.00
Airgas USA Inc/1 74.01
Arnold.Motor/2 42.52

BILL LIST 06/23/25

BDH/1	663.00	Cntrl.IA.Farm/2	601.91
BG.HVAC.INC/1	730.00	Crop.Rite.Inc/1	130.00
Bly,Josh/2	1,380.00	CTI Ready Mix/2	775.25
BRAMMER,R/1	550.00	Cummins.Service/1	539.82
Cline, Troy/34	6,450.00	Danko.Emerg.Eqp/1	56.52
Crouse, Whitake/1	22.00	DEMCO Inc/2	960.08
ECHO/1	179.22	Engineered Equi/1	1,295.07
Eocene Envir Gr/1	1,190.00	Environ.Resourc/1	711.95
Eulenspiegel/1	550.00	Fastenal.Co/4	56.69
Fastenal.Co/1	45.00	FirstIntBank/131	23,219.98
FirstIntBank/83	8,310.09	Galls.LLC/8	1,134.10
Gentry,S/4	91,850.00	Gillig.LLC/4	1,689.40
Gervich.Sons/1	56.00	Hawkeye.Truck/1	910.27
Global Paymt/1	640.43	IA.Prison.Ind/1	621.72
Granite Telecom/34	2,021.66	Interstate Batt/1	283.90
Grewell Lawn/1	1,750.00	Karl of Mtown/1	569.39
Heart.of.Iowa/28	6,501.45	Kidzpace Intera/1	8,784.00
I.R.S./1	1,752.35	Kwik.Trip/10	509.31
IA DIAL/1	120.00	LARRY'S.TOWING/2	125.00
IA.Treasurer/3	16,743.51	Lib Furniture/1	2,125.00
Incrediblebats/1	750.00	LIBRARY.STORE/3	4,326.56
KB Excavating L/1	8,151.41	Logoed Apparel/1	1,288.00
Language Line/1	533.09	Marsh.Co.Engr/23	19,457.30
LARRY'S.TOWING/1	100.00	Martin.Marietta/1	743.59
LENZ,D/1	660.00	McAtee.Tire/2	944.00
McAtee.Tire/3	355.00	Menards/20	2,270.44
Menards/7	129.39	Midland.Scienti/8	4,106.88
Milestone Outdo/1	1,068.00	Mobotrex.Inc./4	1,534.00
Mobotrex.Inc./1	1,863.00	Northern.Lights/2	2,184.74
Mtwn.Aviation/2	121.37	Office.Express/2	415.00
Murphy Tractor/1	3,400.00	Rainbow Carwash/5	1,046.04
ONE.SOURCE/2	19.00	Reliant.Fire.Ap/2	4,195.73
Prairie Waste/1	657.62	Sams.Club/1	1,466.10
ROSENBLUM,S/1	480.00	ShoBiz,Minutema/2	292.80
Scharnweber.Wtr/1	27.00	Sign.Creations/1	210.00
Schumacher.Elev/1	491.73	STAPLES/2	195.54
Simms Company/1	5,047.20	Strands/1	251.05
Strutz, Caleb/1	450.00	Stryker Sales/1	2,100.00
T.S.Y.S./2	535.73	Thiesens.Supply/21	833.28
Van Maanen Elec/1	170.23	Thompsons True/1	9.79
Vanwall Equip/1	1,454.03	Witmer.Public.S/2	103.66
Sewer		WW.Grainger/2	124.92
Mtwn.Wtrwrks/5	233.30	Taxes Paid	
Supplies/Parts		IA.Treasurer/1	45.05
Acco Unlimited/1	1,497.25	Travel/Training	
Arnold.Motor/9	276.36	FirstIntBank/7	1,705.05
Atlantic.Bottli/1	1,710.73	Lageschulte, Kr/1	89.36
B&H Foto & Elec/1	3,748.74	Legg,R/1	40.00
BDH/5	3,989.90	Parker,Susan/1	1,000.00
BG.HVAC.INC/1	637.00	Schreck, Brayde/1	107.50
Bitumnous/7	4,885.63	Utilities	
Bound.Tree.Medi/2	813.87	Alliant.Energy/35	40,015.80
Browns.Shoe.Fit/1	153.00	ConsumersEnergy/3	373.44
Cessford/1	3,347.85	Mtwn.Aviation/1	62.50
City.Laundering/4	162.92		

BILL LIST 06/23/25

Mtwn.Wtrwrks/18	3,252.19
WoodRiver.Enrgy/2	194.57
YSS Grants Bill/2	5,626.05
Wage Assignment	
American.Educa./1	64.41
Collection.Svs./5	1,161.75
Colonial.Life/1	271.49
Fidelity Securi/3	471.69
FirstIntBank/4	168.39
Hall, Christoph/1	25.00
Holloway, Willi/1	192.51
I.P.E.R.S./8	95,039.16
I.R.S./15	100,345.61
IA.Treasurer/3	14,729.66
ICMA457Mission/13	13,971.09
M.F.P.R.S.I./4	135,781.51
TotalAdmin.Serv/5	8,274.65
United.Way/2	1,091.84
Total/997	2,666,194.94

BILL LIST 06/23/25

Account Number	Vendor Name	Description (Item)	Amount
001.4010.5380.000	AAA Septic Service Inc	West End Park rental 6/7-7/6/25	\$ 175.00
001.4030.5380.000	AAA Septic Service Inc	Mega-10 rentals 6/7-7/6/25	\$ 270.00
690.8050.5380.000	AAA Septic Service Inc	June Rental - Fisher comm center	\$ 100.00
001.4045.5607.000	Acco Unlimited	Conditioner and chloride flake	\$ 1,497.25
153.1010.5280.000	AceK9.COM	WatchDog service 8/1/25-8/1/26	\$ 168.00
001.4030.5386.000	AG LIME TRUCKING & MOWING INC	May Contract mowings, clean up	\$ 575.00
001.4030.5386.000	AG LIME TRUCKING & MOWING INC	May Contract mowings, clean up	\$ 200.00
001.4030.5386.000	AG LIME TRUCKING & MOWING INC	May Contract mowings, clean up	\$ 900.00
001.4045.5386.000	AG LIME TRUCKING & MOWING INC	May Contract mowings, clean up	\$ 750.00
110.2010.5386.000	AG LIME TRUCKING & MOWING INC	May Contract mowings, clean up	\$ 1,425.00
110.2010.5380.000	Airgas USA Inc	Street dept rentals	\$ 74.01
001.1030.5481.000	Alliant Energy	2801 S 12th St EMG Sirens	\$ 25.54
001.2020.5481.000	Alliant Energy	N 18th Ave Bridge	\$ 32.64
001.4030.5481.000	Alliant Energy	Riverview Park East side	\$ 188.22
001.4030.5481.000	Alliant Energy	402 Woodland St Bath House	\$ 889.13
001.4030.5481.000	Alliant Energy	1103 S 12th Ave Judge Park	\$ 26.54
001.4030.5481.000	Alliant Energy	801 Woodland St Shop	\$ 64.34
001.4030.5482.000	Alliant Energy	402 Woodland St Bath House	\$ 56.54
001.4030.5482.000	Alliant Energy	402 Woodland St Reunion Hall	\$ 37.50
001.4030.5482.000	Alliant Energy	905 E Main St Park Shop	\$ 35.77
001.4030.5482.000	Alliant Energy	402 Woodland St Comm Bldg	\$ 35.77
110.2030.5481.000	Alliant Energy	HWY 14 & HWY 30 Street lights	\$ 74.71
110.2030.5481.000	Alliant Energy	211 S 9th St Front Terrace	\$ 22.83
110.2040.5481.000	Alliant Energy	S Center St & W Berle	\$ 45.58
110.2040.5481.000	Alliant Energy	N 18th Ave & E Main St	\$ 34.30
110.2040.5481.000	Alliant Energy	13 S 13th St & Main St	\$ 43.92
110.2040.5481.000	Alliant Energy	S 12th Ave & Olive St	\$ 44.46
110.2040.5481.000	Alliant Energy	S Center St North of Mall	\$ 53.17
110.2040.5481.000	Alliant Energy	N 3rd Ave & State St	\$ 107.69
110.2040.5481.000	Alliant Energy	W Southridge Rd & Center	\$ 45.31
110.2040.5481.000	Alliant Energy	S Center St & Hibbs Blvd	\$ 49.36
110.2040.5481.000	Alliant Energy	Riverside Dr & 3rd Ave	\$ 37.25
110.2040.5481.000	Alliant Energy	502 E Southridge Rd	\$ 24.34
610.8015.5481.000	Alliant Energy	N 3rd Ave River Sign	\$ 26.78
610.8015.5481.000	Alliant Energy	Riverview Park liftstation	\$ 3,454.00
610.8015.5481.000	Alliant Energy	1001 Woodland St Water Pollution	\$ 27,024.28
610.8015.5481.000	Alliant Energy	402 N 10th Ave JBS	\$ 22.69
610.8015.5482.000	Alliant Energy	1001 Woodland St Disp Plant	\$ 5,605.63
610.8016.5481.000	Alliant Energy	608 Turner St Pump Station	\$ 293.51
610.8016.5481.000	Alliant Energy	S 12th Ave corner of E Main St	\$ 168.92
610.8016.5481.000	Alliant Energy	Marion St - WPCP	\$ 179.54
610.8016.5481.000	Alliant Energy	1511 Rolling Meadows Rd	\$ 186.26
610.8016.5482.000	Alliant Energy	1001 Woodland St Shed	\$ 36.64
740.8065.5481.000	Alliant Energy	301 N 18TH AVE LIFTSTATION	\$ 676.58
740.8065.5481.000	Alliant Energy	N 3rd Ave - WPCP	\$ 301.38
750.8070.5481.000	Alliant Energy	901 Woodland St Compost Pile	\$ 64.68
999.1121.000	American Education Services	Wage Withholding	\$ 64.41
001.1010.5565.000	Arnold Motor Supply	PD 571 serpentine belt	\$ 33.71
001.1010.5565.000	Arnold Motor Supply	PD 521 stretch belt	\$ 48.00
001.1010.5565.000	Arnold Motor Supply	PD 521 mass air flow	\$ 97.86
001.1050.5565.000	Arnold Motor Supply	Fire dept filters, spark plugs	\$ 29.26
001.1099.5410.000	Arnold Motor Supply	Police & Fire bldg boiler repairs	\$ 20.97
001.4010.5410.000	Arnold Motor Supply	double sided tape	\$ 21.55
110.2010.5565.000	Arnold Motor Supply	Windshield washer nozzle	\$ 23.52
110.2030.5565.000	Arnold Motor Supply	Utility truck tire pressure sensor	\$ 19.49
110.2040.5565.000	Arnold Motor Supply	Utility truck tire pressure sensor	\$ 19.49
110.2060.5565.000	Arnold Motor Supply	2017 Dodge RAM return fuel pump	\$ (308.78)
110.2060.5565.000	Arnold Motor Supply	2017 Dodge RAM fuel pump	\$ 313.81
760.8080.5608.000	Atlantic Bottling Co	Resale products-Coca-Cola	\$ 1,710.73
140.4030.5342.000	B&G HVAC INC	Stop box & rod for drinking fountain	\$ 134.88
140.4030.5342.000	B&G HVAC INC	Install drinking fountain Timber Creek Park	\$ 3,000.00
610.8015.5410.000	B&G HVAC INC	Gas chiller repair	\$ 730.00
610.8015.5600.000	B&G HVAC INC	LAB A/C unit repair part	\$ 637.00
140.4045.5718.000	B&H Foto & Electronics Corp	Anchor-Audio & Microphones for Aquatic Center	\$ 3,748.74

001.4030.5342.000 Backflow Prevention Services of Iowa	6th St Complex annual inspection	\$	2,500.00
001.4030.5344.000 Backflow Prevention Services of Iowa	6th St Complex annual inspection	\$	220.00
001.4030.5344.000 Backflow Prevention Services of Iowa	ECHO/ Westend Park annual inspections	\$	110.00
001.4045.5344.000 Backflow Prevention Services of Iowa	Aquatic Center annual inspection	\$	590.00
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$	23.63
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$	392.98
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$	33.04
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	\$	60.79
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$	45.59
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$	131.84
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	\$	29.54
030.4010.5732.000 Baker & Taylor Inc	Juvenile books	\$	102.52
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	\$	16.52
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$	17.09
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	\$	15.96
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$	127.54
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	\$	17.10
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$	17.09
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$	277.38
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$	17.09
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	\$	28.45
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$	290.04
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$	33.06
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$	15.95
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$	166.62
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$	51.26
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	\$	34.20
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	\$	10.79
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	\$	46.53
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$	68.56
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$	68.71
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$	55.28
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$	31.92
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$	175.75
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$	16.19
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	\$	15.96
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	\$	11.40
170.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$	16.52
170.4010.5734.000 Baker & Taylor Inc	Claussen memorial book	\$	17.10
170.4010.5734.000 Baker & Taylor Inc	MCMA donation book	\$	18.80
170.4010.5734.000 Baker & Taylor Inc	Memorial book	\$	17.10
170.4010.5734.000 Baker & Taylor Inc	Memorial - Claussen	\$	34.20
170.4010.5734.000 Baker & Taylor Inc	Memorial Book - Christen	\$	17.10
170.4010.5734.000 Baker & Taylor Inc	Memorial books	\$	51.30
001.4045.5347.000 BDH INFORMATION TECHNOLOGY LLC	Parks Fortigate 06/28/25-06/29/26	\$	471.00
001.4045.5600.000 BDH INFORMATION TECHNOLOGY LLC	Replaced failed UPS	\$	144.00
001.6025.5605.000 BDH INFORMATION TECHNOLOGY LLC	HR monitors	\$	469.00
030.6070.5703.000 BDH INFORMATION TECHNOLOGY LLC	Library laptop for Youth Services Manager	\$	1,207.28
140.4065.5718.000 BDH INFORMATION TECHNOLOGY LLC	Coliseum projector	\$	2,049.62
610.8015.5612.000 BDH INFORMATION TECHNOLOGY LLC	LAB AA computer hard drive	\$	120.00
610.8015.5704.000 BDH INFORMATION TECHNOLOGY LLC	WPCP Fortigate 6/29/25-6/29/26	\$	663.00
881.1010.5230.000 BERNIE LOWE & ASSOC Inc	Paid medical claims	\$	120.47
881.1010.5339.000 BERNIE LOWE & ASSOC Inc	Paid medical claims	\$	2,433.65
881.1050.5230.000 BERNIE LOWE & ASSOC Inc	Paid medical claims	\$	41.51
881.1050.5339.000 BERNIE LOWE & ASSOC Inc	Paid medical claims	\$	459.95
110.2010.5617.000 Bitumnous Materials & Supply	emulsified asphalt	\$	530.69

110.2010.5617.000 Bitumnous Materials & Supply	emulsified asphalt	\$ 518.44
110.2010.5617.000 Bitumnous Materials & Supply	emulsified asphalt	\$ 536.69
110.2010.5617.000 Bitumnous Materials & Supply	emulsified asphalt	\$ 1,109.97
110.2010.5617.000 Bitumnous Materials & Supply	emulsified asphalt	\$ 567.29
110.2010.5617.000 Bitumnous Materials & Supply	emulsified asphalt	\$ 1,104.06
110.2010.5617.000 Bitumnous Materials & Supply	emulsified asphalt	\$ 518.49
001.4030.5386.000 Bly, Josh	Park Contract mowings 5/21-5/28	\$ 1,100.00
740.8067.5386.000 Bly, Josh	Park Contract mowings 5/21-5/28	\$ 280.00
001.2020.5342.000 Bobs Lawn Care & Snow removal	Contract mowings	\$ 450.00
364.4030.5233.000 Bolton & Menk Inc	Water Plaza Con Contract 4/12/25-5/9/25	\$ 22,738.00
030.4010.5732.000 Book Farm LLC	Juvenile books	\$ 991.84
001.1050.5630.000 Bound Tree Medical LLC	CO2 detector, litter, immobilizer, gloves	\$ 626.14
001.1050.5630.000 Bound Tree Medical LLC	Airway kits and gloves	\$ 187.73
001.4010.5343.000 Brammer, Rick	Bubble Stations	\$ 550.00
030.4010.5732.000 Brodart Co	Juvenile books	\$ 86.35
030.4010.5732.000 Brodart Co	Juvenile books	\$ 58.79
030.4010.5732.000 Brodart Co	Juvenile books	\$ 135.17
030.4010.5732.000 Brodart Co	Juvenile books	\$ 277.79
030.4010.5732.000 Brodart Co	Juvenile books	\$ 124.10
030.4010.5732.000 Brodart Co	Juvenile books	\$ 42.47
030.4010.5732.000 Brodart Co	Juvenile books	\$ 205.55
030.4010.5732.000 Brodart Co	Juvenile books	\$ 89.68
030.4010.5732.000 Brodart Co	Juvenile books	\$ 52.74
030.4010.5732.000 Brodart Co	Juvenile books	\$ 80.30
030.4010.5732.000 Brodart Co	Juvenile books	\$ 185.39
030.4010.5732.000 Brodart Co	Juvenile books	\$ 73.03
030.4010.5732.000 Brodart Co	Juvenile books	\$ 238.41
030.4010.5732.000 Brodart Co	Juvenile books	\$ 101.33
030.4010.5732.000 Brodart Co	Juvenile books	\$ 562.44
030.4010.5732.000 Brodart Co	Juvenile books	\$ 274.76
030.4010.5732.000 Brodart Co	Juvenile books	\$ 227.80
030.4010.5732.000 Brodart Co	Juvenile books	\$ 179.56
001.1050.5132.000 BROWNS SHOE FIT CO	Fire dept employee boots	\$ 153.00
030.4010.5732.000 Cengage Learning Inc	Adult fiction or non fiction	\$ 77.97
030.4010.5732.000 Cengage Learning Inc	Adult fiction or non fiction	\$ 83.96
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	\$ 86.22
030.4010.5732.000 Cengage Learning Inc	Adult fiction or non fiction	\$ 55.48
170.4010.5732.000 Cengage Learning Inc	Tye Grant book	\$ 30.74
170.4010.5732.000 Cengage Learning Inc	Tye grant books	\$ 83.96
170.4010.5732.000 Cengage Learning Inc	Tye grant books	\$ 30.74
170.4010.5732.000 Cengage Learning Inc	Tye grant books	\$ 196.43
170.4010.5732.000 Cengage Learning Inc	Tye grant books	\$ 30.74
170.4010.5732.000 Cengage Learning Inc	Tye grant books	\$ 115.46
170.4010.5732.000 Cengage Learning Inc	Tye grant books	\$ 20.99
170.4010.5732.000 Cengage Learning Inc	Tye grant books	\$ 101.21
170.4010.5732.000 Cengage Learning Inc	Tye grant / memorial books	\$ 58.48
170.4010.5734.000 Cengage Learning Inc	Tye grant books	\$ 30.74
170.4010.5734.000 Cengage Learning Inc	Christen memorial book	\$ 20.99
030.4010.5732.000 Center Point Large Print	adult fiction or non fiction	\$ 289.44
001.2080.5565.000 Central Iowa Farm Store Inc	Airport batwing mower blades	\$ 568.92
001.4030.5562.000 Central Iowa Farm Store Inc	Parks string trimmer head	\$ 32.99
110.2010.5750.000 Central Iowa Farm Store Inc	Street Division Gravely Zero Turn Mower	\$ 6,500.00
110.2010.5620.000 Cessford	Street dept crushed rock	\$ 3,347.85
001.4010.5980.000 Christensen, Dorothy	returned lost book	\$ 30.99
110.2010.5342.000 CITY LAUNDERING COMPANY	cleaning and insurance	\$ 141.86
110.2010.5342.000 CITY LAUNDERING COMPANY	cleaning and insurance	\$ 88.74
110.2010.5600.000 CITY LAUNDERING COMPANY	supplies	\$ 38.10
110.2010.5600.000 CITY LAUNDERING COMPANY	supplies	\$ 38.30
690.8050.5132.000 CITY LAUNDERING COMPANY	Transit dept - uniform cleaning	\$ 43.26
690.8050.5132.000 CITY LAUNDERING COMPANY	Transit dept - uniform cleaning	\$ 43.26
001.1075.5261.000 Cline, Troy	204 N 14th Ave	\$ 180.00
001.1075.5261.000 Cline, Troy	landfill fee	\$ 30.00
001.1075.5261.000 Cline, Troy	landfill fee	\$ 30.00
001.1075.5261.000 Cline, Troy	landfill fee	\$ 45.00
001.1075.5261.000 Cline, Troy	landfill fee	\$ 75.00
001.1075.5261.000 Cline, Troy	508 Sharon Ave	\$ 90.00
001.1075.5261.000 Cline, Troy	404 N 1st St	\$ 90.00

001.1075.5261.000	Cline, Troy	615 Summit	\$	180.00
001.1075.5261.000	Cline, Troy	landfill fee	\$	140.00
001.1075.5261.000	Cline, Troy	207 S 3rd St	\$	270.00
001.1075.5261.000	Cline, Troy	landfill fee	\$	115.00
001.1075.5261.000	Cline, Troy	207 W Linn St	\$	180.00
001.1075.5261.000	Cline, Troy	landfill fee	\$	210.00
001.1075.5261.000	Cline, Troy	205 S 3rd St	\$	230.00
001.1075.5261.000	Cline, Troy	landfill fee	\$	270.00
001.1075.5261.000	Cline, Troy	201 N 2nd Ave	\$	115.00
001.1075.5263.000	Cline, Troy	Contract mowings	\$	770.00
001.1075.5263.000	Cline, Troy	615 N 5th Ave	\$	110.00
001.1075.5263.000	Cline, Troy	505 S 2nd	\$	165.00
001.1075.5263.000	Cline, Troy	2110 S 12th	\$	325.00
001.1075.5263.000	Cline, Troy	405 E Main St nuisance mowing	\$	300.00
001.1075.5263.000	Cline, Troy	Contract mowings	\$	770.00
001.1075.5263.000	Cline, Troy	1303 E Madison	\$	220.00
001.1075.5263.000	Cline, Troy	916 N 5th Ave	\$	165.00
001.1075.5263.000	Cline, Troy	914 N 5th Ave	\$	165.00
001.1075.5263.000	Cline, Troy	2 E Grant St	\$	110.00
001.1075.5263.000	Cline, Troy	303 E Linn St	\$	110.00
001.1075.5263.000	Cline, Troy	309 N 4th Ave	\$	165.00
001.1075.5263.000	Cline, Troy	105 1/2 S 7th Ave	\$	55.00
001.1075.5263.000	Cline, Troy	10 N 5th St	\$	110.00
001.1075.5263.000	Cline, Troy	411 Bromley	\$	165.00
001.1075.5263.000	Cline, Troy	3007 S Center St	\$	220.00
001.1075.5263.000	Cline, Troy	615 Summit St	\$	165.00
001.1075.5263.000	Cline, Troy	705 E Linn	\$	110.00
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	\$	394.42
999.1133.000	Colonial Life	COLONIAL LIFE INSURANCE	\$	271.49
364.2012.5342.000	CONSTRUCT INC	E Main/Center St Re- Base+Alt 1 & 2, 5/1-5/31/25	\$	342,399.37
364.4030.5342.000	CONSTRUCT INC	Riverview Park Phase 1 Const 5/1/25-6/4/25	\$	610,090.94
110.2030.5481.000	Consumers Energy Coop	City of Marshalltown	\$	218.89
110.2040.5481.000	Consumers Energy Coop	City of Marshalltown	\$	81.79
110.2040.5481.000	Consumers Energy Coop	City of Marshalltown	\$	72.76
884.7010.5339.000	Covenant Workplace Solutions	June EAP services	\$	419.90
001.2080.5611.000	CROP RITE INC	Airport Ground Maintenance Chemicals	\$	130.00
110.2010.5251.000	Crouse, Whitaker	CDL instruction permit	\$	22.00
740.8065.5600.000	CTI Ready Mix Inc	N 15th St catch basin floor and pipe collar	\$	321.25
740.8065.5600.000	CTI Ready Mix Inc	N 15th St catch basin walls	\$	454.00
690.8050.5565.000	CUMMINS Sales & Service	transit 131 crankcase breather, connector	\$	539.82
001.1050.5132.000	DANKO EMERGENCY EQUIPMENT CO.	Rescue extrication glove	\$	56.52
364.4030.5342.000	DeBruyne, Hilde	Emerson Bridge railings 50% down upon agreement	\$	39,509.00
001.4010.5600.000	DEMCO Inc	Durafold book jacket covers	\$	472.20
001.4010.5600.000	DEMCO Inc	book jacket covers	\$	487.88
610.8015.5980.000	DeRuitter, Kellie	Sewer refund filled pool	\$	28.82
610.8015.5980.000	Dirks, Michael	Sewer refund filled pool	\$	28.66
610.8015.5980.000	Dougall, Hugh	Sewer refund filled pool	\$	25.49
001.4010.5736.000	EBSCO SUBSCRIPTION SRVC COMPANY	Reference Databases 07/01/25-6/30/26	\$	5,900.00
001.4030.5410.000	ECHO	Riverview Park restroom motion sensor	\$	179.22
001.6021.5232.000	EIDEBAILLY LLP	Interim audit work through May 30 2025 for FY24	\$	30,000.00
610.8015.5980.000	Eigenberger, Candise	Sewer refund filled pool	\$	32.24
610.8015.5600.000	Engineered Equipment Solutions LLC	Wash press bags & brushes	\$	1,295.07
610.8015.5603.000	ENVIRONMENTAL RESOURCE ASSOC INC	LAB analysis DMRQA, metals, nutrients	\$	711.95
001.6021.5344.000	EO Johnson Co Inc	Finance copies 12.26.24-3.25.25	\$	107.17
181.3040.5342.000	Eocene Environmental Group Inc	Lead Hazard Reduction program (2023)	\$	5,812.00
181.3040.5342.000	Eocene Environmental Group Inc	Lead Hazard Reduction program (2023)	\$	3,497.00
181.3040.5415.000	Eocene Environmental Group Inc	Lead Hazard Reduction program (2023)	\$	1,190.00
001.4010.5343.000	Eulenspiegel Puppet Theatre Co	Nacho and Yoyo's Escapades	\$	550.00
001.6040.5234.000	Evans Abstract Co	Abstract for Bicentennial/Arnolds Park land swap w	\$	1,015.00
001.4045.5410.000	FASTENAL COMPANY	Aquatic Ctr water line repairs	\$	45.00
610.8016.5600.000	FASTENAL COMPANY	Safety glasses	\$	3.54
610.8016.5600.000	FASTENAL COMPANY	Gloves and safety glasses	\$	30.47
740.8065.5600.000	FASTENAL COMPANY	Safety glasses	\$	2.36
740.8065.5600.000	FASTENAL COMPANY	Gloves and safety glasses	\$	20.32

999.1125.000	Fidelity Security Life Insurance	VISION INSURANCE	\$	61.48
999.1125.000	Fidelity Security Life Insurance	VISION INSURANCE	\$	330.44
999.1125.000	Fidelity Security Life Insurance	VISION INSURANCE	\$	79.77
001.1010.4875.000	First Interstate Bank	Caseys vendor saving program	\$	(0.45)
001.1010.4875.000	First Interstate Bank	Caseys vendor savings program	\$	(0.43)
001.1010.5132.000	First Interstate Bank	Amazon SWAT supplies	\$	277.32
001.1010.5132.000	First Interstate Bank	Amazon earmuff return	\$	(48.86)
001.1010.5132.000	First Interstate Bank	Amazon earmuffs	\$	59.99
001.1010.5132.000	First Interstate Bank	SKD Tactical SWAT supplies	\$	264.90
001.1010.5132.000	First Interstate Bank	Amazon patrol clothing	\$	104.00
001.1010.5132.000	First Interstate Bank	Amazon boots returned	\$	(185.00)
001.1010.5132.000	First Interstate Bank	Amazon patrol boots	\$	185.00
001.1010.5132.000	First Interstate Bank	Amazon patrol belts	\$	106.31
001.1010.5132.000	First Interstate Bank	Curtis Web handcuffs	\$	80.59
001.1010.5230.000	First Interstate Bank	Kodex Inc records request	\$	50.00
001.1010.5230.000	First Interstate Bank	TLO Transunion intel requests	\$	75.00
001.1010.5280.000	First Interstate Bank	Canva digital monthly subscription	\$	14.99
001.1010.5360.000	First Interstate Bank	HyVee postage	\$	10.50
001.1010.5360.000	First Interstate Bank	Stamps.com online postage	\$	20.69
001.1010.5370.000	First Interstate Bank	Vistaprint PD business cards	\$	34.98
001.1010.5460.000	First Interstate Bank	Critical Incident conference	\$	997.00
001.1010.5460.000	First Interstate Bank	FBI Leeda Inc conference registration	\$	795.00
001.1010.5465.000	First Interstate Bank	Hampton Inn hotel for new hire PD	\$	727.81
001.1010.5465.000	First Interstate Bank	Hampton Inn hotel for new hire PD	\$	369.60
001.1010.5465.000	First Interstate Bank	Hyatt Conf Center -hotel during training	\$	(24.00)
001.1010.5465.000	First Interstate Bank	Hyatt conf center hotel during training	\$	432.60
001.1010.5570.000	First Interstate Bank	Caseys fuel for MIDTF	\$	42.61
001.1010.5600.000	First Interstate Bank	Amazon sniper supplies	\$	25.00
001.1010.5600.000	First Interstate Bank	Amazon bike patrol supplies	\$	80.56
001.1010.5600.000	First Interstate Bank	Amazon janitor supplies	\$	389.44
001.1010.5600.000	First Interstate Bank	Amazon janitor supplies	\$	67.14
001.1010.5600.000	First Interstate Bank	PD Amazon bike patrol supplies	\$	24.56
001.1010.5600.000	First Interstate Bank	Black Tire -bike patrol helmet pads	\$	43.96
001.1010.5600.000	First Interstate Bank	Rogue weight room equipment	\$	465.68
001.1010.5600.000	First Interstate Bank	Walmart PD microwave for break room	\$	135.00
001.1010.5601.000	First Interstate Bank	4Imprint event stadium cups	\$	305.20
001.1010.5605.000	First Interstate Bank	Amazon office supplies	\$	71.94
001.1010.5605.000	First Interstate Bank	Amazon keyboard	\$	34.99
001.1050.5280.000	First Interstate Bank	IAFC.org membership	\$	168.33
001.1050.5280.000	First Interstate Bank	IAAI membership	\$	103.00
001.1050.5360.000	First Interstate Bank	UPS Store postage 49.93	\$	49.93
001.1050.5450.000	First Interstate Bank	T-Mobile Fire dept services	\$	354.49
001.1050.5470.000	First Interstate Bank	Clarion Events Inc Training book	\$	63.40
001.1050.5605.000	First Interstate Bank	label maker	\$	27.48
001.1070.5450.000	First Interstate Bank	Housing cell services Rental inspection	\$	21.50
001.1070.5450.000	First Interstate Bank	Housing cell services	\$	21.44
001.1071.5360.000	First Interstate Bank	USPS Nuisance postage 5.29.2025	\$	84.68
001.1071.5360.000	First Interstate Bank	USPS Housing postage	\$	95.00
001.1071.5600.000	First Interstate Bank	Housing Otterbox phone cases	\$	19.99
001.1071.5605.000	First Interstate Bank	Amazon - Housing office supplies	\$	12.05
001.1071.5605.000	First Interstate Bank	Amazon phone screen protector/ case	\$	12.99
001.1075.5280.000	First Interstate Bank	lowACE / AACE membership	\$	70.00
001.1075.5360.000	First Interstate Bank	Endica Nuisance online postage	\$	300.00
001.1075.5360.000	First Interstate Bank	USPS Housing postage	\$	900.00
001.1075.5360.000	First Interstate Bank	Endicia online postage Nuisance	\$	300.00
001.1075.5360.000	First Interstate Bank	Endicia online postage Nuisance	\$	300.00
001.1075.5450.000	First Interstate Bank	Housing cell services- Nuisance	\$	21.50
001.1075.5450.000	First Interstate Bank	Housing cell services	\$	21.44
001.1075.5450.000	First Interstate Bank	Nuisance iPad	\$	41.27
001.1075.5450.000	First Interstate Bank	Nuisance and Parking cell phone	\$	22.76
001.1075.5600.000	First Interstate Bank	Housing Otterbox phone cases	\$	19.94
001.1075.5600.000	First Interstate Bank	Code enforcement phone case	\$	17.99
001.1075.5605.000	First Interstate Bank	Amazon - Housing office supplies	\$	12.05
001.1075.5605.000	First Interstate Bank	Amazon phone screen protector/ case	\$	12.98
001.1099.5410.000	First Interstate Bank	DigiKey tax credit	\$	(7.48)
001.2020.5450.000	First Interstate Bank	Housing cell services	\$	21.44
001.2020.5450.000	First Interstate Bank	Nuisance and Parking cell phone	\$	22.76
001.4010.5342.000	First Interstate Bank	bi-monthly pest control	\$	66.81

001.4010.5360.000 First Interstate Bank	postage	\$	13.20
001.4010.5360.000 First Interstate Bank	postage	\$	15.33
001.4010.5360.000 First Interstate Bank	postage	\$	9.26
001.4010.5360.000 First Interstate Bank	postage	\$	8.80
001.4010.5360.000 First Interstate Bank	postage	\$	4.40
001.4010.5360.000 First Interstate Bank	postage	\$	11.64
001.4010.5360.000 First Interstate Bank	postage	\$	10.01
001.4010.5410.000 First Interstate Bank	1000Bulbs -Library lights	\$	155.77
001.4010.5410.000 First Interstate Bank	Amazon power cords	\$	18.87
001.4010.5450.000 First Interstate Bank	AT&T charges	\$	33.52
001.4010.5600.000 First Interstate Bank	supplies - book totes	\$	27.62
001.4010.5600.000 First Interstate Bank	seed envelopes, usb hub	\$	25.68
001.4010.5600.000 First Interstate Bank	wall clocks	\$	65.98
001.4010.5600.000 First Interstate Bank	ant killer, desolving solution	\$	50.87
001.4010.5600.000 First Interstate Bank	hand towels	\$	73.16
001.4010.5600.000 First Interstate Bank	3 gallon beverage dispenser	\$	11.99
001.4010.5600.000 First Interstate Bank	supplies - clorox wipes	\$	18.31
001.4010.5600.000 First Interstate Bank	business card magnet, copy paper	\$	41.88
001.4010.5600.000 First Interstate Bank	scissors, parchmnet, ant bait,cleanser	\$	40.46
001.4010.5600.000 First Interstate Bank	Cardio Partners Library AED pads	\$	63.00
001.4010.5601.000 First Interstate Bank	program supplies - games	\$	87.23
001.4010.5601.000 First Interstate Bank	program supply - book, glasses	\$	129.01
001.4010.5601.000 First Interstate Bank	summer reading program supplies	\$	94.85
001.4010.5601.000 First Interstate Bank	program supply - totes, books, games	\$	81.90
001.4010.5601.000 First Interstate Bank	summer reading program supplies	\$	36.38
001.4010.5601.000 First Interstate Bank	program supply - pizza	\$	79.77
001.4010.5704.000 First Interstate Bank	interactive video sotware	\$	15.00
001.4010.5704.000 First Interstate Bank	employee scheduling software	\$	475.00
001.4010.5718.000 First Interstate Bank	computer privacy screen	\$	58.99
001.4010.5718.000 First Interstate Bank	digital signage system	\$	580.00
001.4030.5410.000 First Interstate Bank	Amazon occupany sensor	\$	27.66
001.4030.5410.000 First Interstate Bank	Amazon Parks restroom repair	\$	64.26
001.4030.5410.000 First Interstate Bank	Tri-State Lock door louver	\$	289.00
001.4030.5410.000 First Interstate Bank	Amazon Riverview Area Park security light	\$	258.00
001.4030.5410.000 First Interstate Bank	Amazon 6th St complex lighting	\$	15.91
001.4030.5570.000 First Interstate Bank	gas	\$	150.00
001.4030.5611.000 First Interstate Bank	Caulker and borax	\$	20.98
001.4030.5703.000 First Interstate Bank	Dual Monitor and stand	\$	28.49
001.4041.5357.000 First Interstate Bank	Admission for Summerblast Kids	\$	56.39
001.4041.5357.000 First Interstate Bank	Admission for Summerblast Kids	\$	56.39
001.4041.5600.000 First Interstate Bank	signholder	\$	35.98
001.4041.5600.000 First Interstate Bank	Bactine	\$	76.55
001.4041.5600.000 First Interstate Bank	Suntan lotion for Day Camp	\$	151.80
001.4041.5601.000 First Interstate Bank	Food items	\$	41.38
001.4041.5601.000 First Interstate Bank	food items	\$	57.38
001.4041.5601.000 First Interstate Bank	Catering	\$	2,224.96
001.4041.5601.000 First Interstate Bank	Flowers	\$	124.00
001.4041.5601.000 First Interstate Bank	200 PC Puzzle	\$	97.93
001.4045.5132.000 First Interstate Bank	swimsuits for lifeguards	\$	2,773.68
001.4045.5331.000 First Interstate Bank	Lifeguard certs	\$	423.00
001.4045.5600.000 First Interstate Bank	Aquatic Center supplies	\$	207.77
001.4045.5600.000 First Interstate Bank	Liquid bandage	\$	47.90
001.4045.5611.000 First Interstate Bank	hook and rope for pool	\$	866.12
001.4045.5702.000 First Interstate Bank	rolling cabinet	\$	259.98
001.4065.5600.000 First Interstate Bank	slow cookers	\$	66.49
001.4066.5613.000 First Interstate Bank	Alcohol for coliseum	\$	160.49
001.4066.5613.000 First Interstate Bank	Alcohol for coliseum	\$	889.04
001.5040.5360.000 First Interstate Bank	Endicia online postage P&Z	\$	300.00
001.5040.5450.000 First Interstate Bank	Housing cell services-P&Z	\$	109.44
001.5040.5450.000 First Interstate Bank	Housing cell services	\$	21.44
001.6010.5280.000 First Interstate Bank	Iowa League of Cities-Mayor membership	\$	30.00
001.6012.5280.000 First Interstate Bank	GoToMeeting annual fee 5/9/25-5/8/26	\$	144.00
001.6020.5210.000 First Interstate Bank	TR/Column newspaper notifications	\$	812.19
001.6020.5360.000 First Interstate Bank	US postage stamps	\$	659.55
001.6020.5605.000 First Interstate Bank	Staples office supplies	\$	56.79
001.6021.5360.000 First Interstate Bank	USPS Finance postage 5.1.2025	\$	438.00
001.6021.5360.000 First Interstate Bank	USPS Finance postage 5.29.2025	\$	280.32
001.6021.5470.000 First Interstate Bank	GFOA online training 6.12.25 for Acctg Manager	\$	95.00

001.6021.5600.000 First Interstate Bank	Amazon: Fan for Finance dept front office	\$ 14.15
001.6021.5605.000 First Interstate Bank	Amazon 50 rolls thermal paper	\$ 20.89
001.6025.5600.000 First Interstate Bank	Iowa Secretary of State notary renewal	\$ 30.00
001.6025.5605.000 First Interstate Bank	Amazon printer cartridges	\$ 429.97
001.6025.5605.000 First Interstate Bank	Amazon notary stamp	\$ 20.54
001.6025.5605.000 First Interstate Bank	Amazon name tent holders	\$ 24.38
001.6050.5410.000 First Interstate Bank	Amazon PWB door remotes, CityHall partition repair	\$ 8.19
001.6050.5410.000 First Interstate Bank	Amazon	\$ (8.19)
001.6050.5410.000 First Interstate Bank	Amazon CityHall toilet repair	\$ (10.98)
030.4010.5732.000 First Interstate Bank	juvenile books	\$ 59.98
030.4010.5732.000 First Interstate Bank	adult fiction books	\$ 337.23
030.4010.5732.000 First Interstate Bank	adult graphic novels	\$ 418.99
030.4010.5732.000 First Interstate Bank	adult fiction books	\$ 7.38
030.4010.5732.000 First Interstate Bank	lost and replaced books	\$ 11.43
030.4010.5732.000 First Interstate Bank	lost and replaced books	\$ 10.36
030.4010.5732.000 First Interstate Bank	lost and replaced books	\$ 11.49
030.4010.5732.000 First Interstate Bank	adult fiction books	\$ 17.44
030.4010.5732.000 First Interstate Bank	adult fiction books	\$ 16.72
030.4010.5732.000 First Interstate Bank	lost and replaced books	\$ 7.99
030.4010.5732.000 First Interstate Bank	refund for unacceptable book	\$ (7.99)
030.4010.5732.000 First Interstate Bank	refund for book	\$ (3.70)
030.4010.5732.000 First Interstate Bank	adult fiction books	\$ 65.98
030.4010.5732.000 First Interstate Bank	adult fiction books refund	\$ (7.64)
030.4010.5732.000 First Interstate Bank	adult fiction books	\$ 14.50
030.4010.5732.000 First Interstate Bank	adult fiction books	\$ 64.90
030.4010.5732.000 First Interstate Bank	reference books	\$ 37.26
030.4010.5732.000 First Interstate Bank	lost and replaced books	\$ 23.18
030.4010.5732.000 First Interstate Bank	lost and replaced books	\$ 25.02
030.4010.5732.000 First Interstate Bank	lost and replaced books	\$ 86.50
030.4010.5732.000 First Interstate Bank	refund for book	\$ (13.79)
030.4010.5732.000 First Interstate Bank	lost and replaced books	\$ 19.99
030.4010.5732.000 First Interstate Bank	adult fiction books	\$ 171.00
030.4010.5732.000 First Interstate Bank	adult fiction books	\$ 17.63
030.4010.5732.000 First Interstate Bank	adult fiction books	\$ 15.00
030.4010.5732.000 First Interstate Bank	reference books	\$ 540.65
030.4010.5732.000 First Interstate Bank	adult fiction books	\$ 15.95
030.4010.5732.000 First Interstate Bank	reference books	\$ 19.28
030.4010.5732.000 First Interstate Bank	adult fiction books	\$ 77.00
030.4010.5732.000 First Interstate Bank	reference books	\$ 363.83
030.4010.5732.000 First Interstate Bank	adult fiction books	\$ 51.98
030.4010.5732.000 First Interstate Bank	refund for book	\$ (6.26)
030.4010.5732.000 First Interstate Bank	reference books	\$ 26.99
030.4010.5732.000 First Interstate Bank	adult non-fiction books	\$ 19.99
030.4010.5732.000 First Interstate Bank	lost and replaced books	\$ 20.30
030.4010.5732.000 First Interstate Bank	lost and replaced books	\$ 114.52
030.4010.5732.000 First Interstate Bank	refund for book	\$ (13.22)
030.4010.5732.000 First Interstate Bank	adult non-fiction books	\$ 29.59
030.4010.5732.000 First Interstate Bank	adult non-fiction books	\$ 78.77
030.4010.5732.000 First Interstate Bank	reference books	\$ 27.00
030.4010.5732.000 First Interstate Bank	adult fiction books	\$ 348.79
030.4010.5732.000 First Interstate Bank	adult fiction books	\$ 142.11
030.4010.5732.000 First Interstate Bank	adult fiction books	\$ 22.41
030.4010.5732.000 First Interstate Bank	lost and replaced books	\$ 20.98
030.4010.5732.000 First Interstate Bank	adult fiction books	\$ 51.23
030.4010.5732.000 First Interstate Bank	adult fiction books	\$ 62.94
030.4010.5732.000 First Interstate Bank	lost and replaced books	\$ 20.26
030.4010.5732.000 First Interstate Bank	refund for book	\$ (8.44)
030.4010.5732.000 First Interstate Bank	juvenile books	\$ 73.61
030.4010.5732.000 First Interstate Bank	adult graphic novels	\$ 184.17
030.4010.5732.000 First Interstate Bank	adult graphic novels	\$ 24.99
030.4010.5732.000 First Interstate Bank	adult graphic novels	\$ 92.42
030.4010.5732.000 First Interstate Bank	juvenile books	\$ 19.70
030.4010.5732.000 First Interstate Bank	juvenile books	\$ 57.50
030.4010.5732.000 First Interstate Bank	juvenile books	\$ 147.69
110.2010.5410.000 First Interstate Bank	Amazon occupancy sensor	\$ 17.50
110.2010.5450.000 First Interstate Bank	Street dept Mechanic iPad	\$ 41.27
110.2010.5450.000 First Interstate Bank	Sign Shop iPad	\$ 41.27
110.2010.5450.000 First Interstate Bank	Verizon Street and Sewer supervisor cell phones	\$ 51.85

110.2010.5600.000 First Interstate Bank	Amazon PWB door remotes, CityHall partition repair	\$	23.69
110.2010.5600.000 First Interstate Bank	Amazon Street dept garage door remotes	\$	47.38
110.2010.5600.000 First Interstate Bank	Amazon sign truck coupler set	\$	73.90
110.2010.5627.000 First Interstate Bank	Ketcham Supply electric branding irons	\$	323.85
110.2010.5718.000 First Interstate Bank	Amazon torch cart	\$	572.99
110.2030.5718.000 First Interstate Bank	Plumb Supply Utility truck tool box	\$	24.99
110.2040.5450.000 First Interstate Bank	Utility inspection	\$	61.96
110.2040.5718.000 First Interstate Bank	Plumb Supply Utility truck tool box	\$	24.98
110.2060.5360.000 First Interstate Bank	USPS mailing PCC patch contracts	\$	11.74
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
110.2060.5450.000 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
110.2060.5489.000 First Interstate Bank	Safety Vest	\$	9.99
110.2060.5605.000 First Interstate Bank	Amazon nouse/keyboard and office supplies	\$	5.99
110.2060.5612.000 First Interstate Bank	Amazon nouse/keyboard and office supplies	\$	22.24
140.4030.5750.000 First Interstate Bank	outdoor water bottle filler and drinking fountain	\$	4,615.38
140.4030.5750.000 First Interstate Bank	Expedite production of fountain	\$	100.00
153.1010.5460.000 First Interstate Bank	USPCA narcotic certification class	\$	100.00
153.1010.5460.000 First Interstate Bank	USPCA conference registration and meal	\$	225.00
153.1010.5600.000 First Interstate Bank	HyVee ice for training	\$	5.99
153.1010.5600.000 First Interstate Bank	Smoking G's BBQ citizen academy meal	\$	168.75
153.1010.5600.000 First Interstate Bank	Walmart citizens academy meal	\$	33.44
153.1010.5600.000 First Interstate Bank	Walmart citizens academy meal	\$	4.58
153.1010.5600.000 First Interstate Bank	HyVee water for training	\$	11.98
153.1010.5600.000 First Interstate Bank	Kwik Star ice for training	\$	6.49
170.4010.5450.000 First Interstate Bank	Hotspots for library	\$	400.10
170.4010.5732.000 First Interstate Bank	DVDs	\$	88.34
170.4010.5732.000 First Interstate Bank	refund for unacceptable DVD	\$	(11.38)
170.4010.5732.000 First Interstate Bank	DVDs	\$	194.26
170.4010.5732.000 First Interstate Bank	DVDs	\$	8.75
170.4010.5732.000 First Interstate Bank	DVDs	\$	11.73
170.4010.5732.000 First Interstate Bank	DVDs	\$	19.99
170.4010.5732.000 First Interstate Bank	DVDs	\$	77.62
170.4010.5732.000 First Interstate Bank	DVDs	\$	12.96
170.4010.5732.000 First Interstate Bank	DVDs	\$	13.54
181.3040.5450.000 First Interstate Bank	Housing cell services	\$	21.44
181.3040.5450.000 First Interstate Bank	Housing cell services	\$	10.72
181.3040.5605.000 First Interstate Bank	Amazon - Housing office supplies	\$	5.95
184.5030.5360.000 First Interstate Bank	USPS Housing postage	\$	100.00
184.5030.5450.000 First Interstate Bank	Housing cell services	\$	35.23
184.5030.5605.000 First Interstate Bank	Amazon - Housing office supplies	\$	12.06
364.2012.5601.000 First Interstate Bank	Menards sand for Center & Main St	\$	(4.67)
364.2012.5601.000 First Interstate Bank	Menards sand for Center/ Main St	\$	18.68
610.8015.5132.000 First Interstate Bank	Theisens rainsuit	\$	39.99
610.8015.5132.000 First Interstate Bank	Theisens rainsuit and boots	\$	44.98
610.8015.5132.000 First Interstate Bank	Theisens employee work boots	\$	154.99
610.8015.5280.000 First Interstate Bank	IA DNR fees- wastewater operator certification	\$	493.54
610.8015.5344.000 First Interstate Bank	Controlled Access monthly subscription	\$	39.50
610.8015.5360.000 First Interstate Bank	USPS lab shipment	\$	14.10
610.8015.5450.000 First Interstate Bank	WPCP cell and operator line	\$	104.92
610.8015.5450.000 First Interstate Bank	Mediacom WPCP June online	\$	75.00
610.8015.5460.000 First Interstate Bank	IAWEA annual conference	\$	480.00
610.8015.5600.000 First Interstate Bank	Menards pipe sealant	\$	15.98
610.8015.5600.000 First Interstate Bank	Theisens safety/ protective equipment	\$	69.24
610.8015.5600.000 First Interstate Bank	VanWall John Deere X758 mower belt	\$	89.59
610.8015.5600.000 First Interstate Bank	Menards SBR work gloves	\$	60.42
610.8015.5600.000 First Interstate Bank	boots, roundup, oil	\$	356.93
610.8015.5600.000 First Interstate Bank	Menards stainless steel pipe plug	\$	11.83
610.8015.5600.000 First Interstate Bank	Grainger strainer screen, toilet tank flappers	\$	39.47
610.8015.5600.000 First Interstate Bank	Grainger ear plugs	\$	186.80
610.8015.5600.000 First Interstate Bank	Grainger V-belts for boiler vent fans	\$	11.82
610.8015.5600.000 First Interstate Bank	Grainger capacitors for DAF valve	\$	13.58
610.8015.5600.000 First Interstate Bank	Grainger first aid supplies	\$	42.58
610.8015.5600.000 First Interstate Bank	Grainger Butterfly valve	\$	639.58
610.8015.5600.000 First Interstate Bank	Motion Industries Mixer V-belts	\$	445.20
610.8015.5600.000 First Interstate Bank	Motion Industries Mixer/ make up air unit belts	\$	372.06

610.8015.5600.000 First Interstate Bank	Pech Optical safety glasses	\$	482.21
610.8015.5600.000 First Interstate Bank	Menards Roudn up sprayer and oil dri	\$	59.90
610.8015.5603.000 First Interstate Bank	LabStrong solenoid valve drain	\$	379.26
610.8015.5603.000 First Interstate Bank	LabStrong solenoid valve drain/fill	\$	201.26
610.8015.5603.000 First Interstate Bank	LW Scientific parts for centrifuge	\$	429.00
610.8015.5603.000 First Interstate Bank	NC Labs digestion reagent	\$	223.41
610.8015.5603.000 First Interstate Bank	NC Labs glass fiber filters	\$	611.20
610.8015.5603.000 First Interstate Bank	Iowa Hygienic Lab - yearly WETT test	\$	560.00
610.8015.5718.000 First Interstate Bank	Theisens Stihl back pack blower	\$	429.99
610.8016.5360.000 First Interstate Bank	USPS -certified mail 409 Swayze	\$	5.58
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 JetPak, iPad and laptop	\$	24.76
610.8016.5450.000 First Interstate Bank	Sewer dept GPS	\$	24.76
610.8016.5450.000 First Interstate Bank	Verizon Street and Sewer supervisor cell phones	\$	25.00
690.8050.5342.000 First Interstate Bank	Rosco Transit May GPS	\$	252.00
690.8050.5410.000 First Interstate Bank	Amazon occupancy sensor	\$	17.50
690.8050.5470.000 First Interstate Bank	Caseys -Transit training food	\$	40.64
690.8050.5600.000 First Interstate Bank	Amazon cleaning wipes	\$	69.89
690.8050.5718.000 First Interstate Bank	Amazon generator power cord	\$	14.88
690.8050.5718.000 First Interstate Bank	Amazon -Transit security camera system	\$	(248.00)
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 and Sewer supervisor cell phones	\$	16.68
750.8070.5344.000 First Interstate Bank	Controlled Access monthly subscription	\$	39.50
760.8080.5600.000 First Interstate Bank	slow cookers	\$	66.49
760.8080.5608.000 First Interstate Bank	Paper coffee liners	\$	125.82
760.8080.5608.000 First Interstate Bank	Paper coffee liners	\$	83.88
999.1164.000 First Interstate Bank	vendor rebate	\$	(1.00)
999.1166.000 First Interstate Bank	Flores- Amazon - fraud charges on her card	\$	92.10
999.1166.000 First Interstate Bank	Flores- Amazon - fraud charges on her card	\$	77.70
999.1166.000 First Interstate Bank	Caseys vendor rebate	\$	(0.41)
001.4010.5980.000 Fish, Shara	returned lost book	\$	17.99
001.1010.5132.000 Galls LLC	QLS LOCKING FORK W/ TWO QLS 22 RECIEVERS	\$	41.87
001.1010.5132.000 Galls LLC	Police dept clothing	\$	557.43
001.1010.5132.000 Galls LLC	Police dept clothing	\$	68.19
001.1010.5132.000 Galls LLC	Police dept clothing	\$	120.76
001.1010.5132.000 Galls LLC	Police dept clothing	\$	69.02
001.1010.5132.000 Galls LLC	Police dept clothing	\$	138.27
001.1010.5132.000 Galls LLC	Police dept clothing	\$	69.63
001.1050.5132.000 Galls LLC	Fire dept employee clothing	\$	68.93
181.3040.5410.000 Gentry, Susan	Lead Hazard Reduction Program	\$	20,050.00
181.3040.5410.000 Gentry, Susan	Lead Hazard Reduction Program	\$	38,975.00
181.3040.5415.000 Gentry, Susan	Lead Hazard Reduction Program	\$	7,625.00
181.3040.5415.000 Gentry, Susan	Lead Hazard Reduction Program	\$	25,200.00
001.4045.5410.000 GERVICH & SONS INC	Aquatic Ctr main ppol drain part	\$	56.00
690.8050.5565.000 GILLIG LLC	Transit 011 bushing	\$	55.04
690.8050.5565.000 GILLIG LLC	Transit 011 brake kit and drums	\$	1,475.40
690.8050.5565.000 GILLIG LLC	Transit 011 Brake shoe spring	\$	15.62
690.8050.5565.000 GILLIG LLC	Transit 011 hyd oil filter element	\$	143.34
001.4030.5215.000 Globalpayments	Park & Rec credit card fee	\$	640.43
610.8015.5980.000 Gorsuch, Dan	Sewer refund filled pool	\$	33.06
001.1075.5347.000 Granicus LLC	SmartGov 5/28/25-5/27/26	\$	34,556.75
001.1010.5450.000 Granite Telecommunications LLC	land lines	\$	221.51
001.1010.5450.000 Granite Telecommunications LLC	SIP Lines	\$	340.15
001.1050.5450.000 Granite Telecommunications LLC	SIP Lines	\$	113.37
001.1050.5450.000 Granite Telecommunications LLC	Land Lines	\$	80.55
001.1070.5450.000 Granite Telecommunications LLC	Land Lines	\$	20.14
001.1071.5450.000 Granite Telecommunications LLC	Land Lines	\$	20.14
001.1075.5450.000 Granite Telecommunications LLC	Land Lines	\$	20.14
001.4010.5450.000 Granite Telecommunications LLC	SIP Lines	\$	160.33
001.4010.5450.000 Granite Telecommunications LLC	Land Lines	\$	40.27
001.4030.5450.000 Granite Telecommunications LLC	Land Lines	\$	40.27
001.4040.5450.000 Granite Telecommunications LLC	Land Lines	\$	20.14
001.4045.5450.000 Granite Telecommunications LLC	Land Lines	\$	20.14
001.4065.5450.000 Granite Telecommunications LLC	SIP Lines	\$	160.33
001.4065.5450.000 Granite Telecommunications LLC	Land Lines	\$	20.14
001.6010.5450.000 Granite Telecommunications LLC	Land Lines	\$	20.14

001.6012.5450.000 Granite Telecommunications LLC	Land Lines	\$	20.14
001.6020.5450.000 Granite Telecommunications LLC	Land Lines	\$	20.14
001.6021.5450.000 Granite Telecommunications LLC	Land Lines	\$	80.51
001.6025.5450.000 Granite Telecommunications LLC	Land Lines	\$	20.14
110.2010.5450.000 Granite Telecommunications LLC	Land Lines	\$	20.14
110.2010.5450.000 Granite Telecommunications LLC	SIP Lines	\$	80.17
110.2040.5450.000 Granite Telecommunications LLC	Land Lines	\$	20.14
110.2060.5450.000 Granite Telecommunications LLC	Land Lines	\$	20.14
181.3040.5450.000 Granite Telecommunications LLC	Land Lines	\$	40.27
184.5030.5450.000 Granite Telecommunications LLC	Land Lines	\$	20.14
610.8015.5450.000 Granite Telecommunications LLC	Land Lines	\$	60.41
610.8015.5450.000 Granite Telecommunications LLC	SIP Lines	\$	80.42
610.8016.5450.000 Granite Telecommunications LLC	Land Lines	\$	24.16
610.8016.5450.000 Granite Telecommunications LLC	SIP Lines	\$	48.25
690.8050.5450.000 Granite Telecommunications LLC	Land Lines	\$	20.14
690.8050.5450.000 Granite Telecommunications LLC	SIP Lines	\$	80.17
740.8065.5450.000 Granite Telecommunications LLC	SIP Lines	\$	32.17
740.8065.5450.000 Granite Telecommunications LLC	Land Lines	\$	16.11
750.8070.5450.000 Granite Telecommunications LLC	Land Lines	\$	20.14
610.8015.5980.000 Graves, Rita	Sewer refund filled pool	\$	46.82
610.8015.5386.000 Grewell Lawn & Snow Removal Services LLC	WPCP contract mowings	\$	1,750.00
999.1166.000 Hall, Christopher	Ticket paid at CityHall and County	\$	25.00
142.4030.5342.000 HANKE, RICKIE L	service 6th St ball diamond ice machine	\$	763.94
760.8080.5342.000 HANKE, RICKIE L	service 6th St ball diamond ice machine	\$	105.50
884.7010.5337.000 HARTFORD- PRIORITY ACCTS	June insurance premium	\$	6,441.70
913.1013.5337.000 HARTFORD- PRIORITY ACCTS	June insurance premium	\$	481.59
110.2010.5565.000 Hawkeye Truck Equipment Inc	dump truck vibrator	\$	910.27
884.7010.5230.000 Health Partners	Monthly Fees and premiums	\$	12,090.81
884.7010.5337.000 Health Partners	Monthly Fees and premiums	\$	32,001.44
884.7010.5339.000 Health Partners	Claims 5/29-06/04	\$	16,528.26
884.7010.5339.000 Health Partners	Claims 05/29-06/04	\$	1,727.60
884.7010.5339.000 Health Partners	Claims 06/05-06/11	\$	48,907.19
884.7010.5339.000 Health Partners	Claims 06/05-06/11	\$	2,470.00
001.1099.5450.000 HEART OF IOWA COMMUNICATIONS CO-OP	Police & Fire Bldg	\$	2,130.14
001.1099.5450.000 HEART OF IOWA COMMUNICATIONS CO-OP	Police & Fire Bldg	\$	2,130.14
001.4010.5450.000 HEART OF IOWA COMMUNICATIONS CO-OP	Library internet	\$	135.14
001.4045.5450.000 HEART OF IOWA COMMUNICATIONS CO-OP	Aquatic Center	\$	80.14
001.4045.5450.000 HEART OF IOWA COMMUNICATIONS CO-OP	Aquatic Center	\$	80.14
001.4065.5450.000 HEART OF IOWA COMMUNICATIONS CO-OP	Flat Rate plan 758-3204- Coliseum	\$	0.20
001.4065.5450.000 HEART OF IOWA COMMUNICATIONS CO-OP	incentive credit	\$	(1.00)
001.4065.5450.000 HEART OF IOWA COMMUNICATIONS CO-OP	Coliseum	\$	62.00
001.4065.5450.000 HEART OF IOWA COMMUNICATIONS CO-OP	Flat Rate plan 758-3204- Coliseum	\$	0.10
001.4065.5450.000 HEART OF IOWA COMMUNICATIONS CO-OP	incentive credit	\$	(1.00)
001.4065.5450.000 HEART OF IOWA COMMUNICATIONS CO-OP	Coliseum	\$	62.00
001.6050.5450.000 HEART OF IOWA COMMUNICATIONS CO-OP	City Hall	\$	145.14
001.6050.5450.000 HEART OF IOWA COMMUNICATIONS CO-OP	City Hall	\$	145.14
110.2010.5450.000 HEART OF IOWA COMMUNICATIONS CO-OP	PW Bldg	\$	55.04
110.2010.5450.000 HEART OF IOWA COMMUNICATIONS CO-OP	PW Bldg	\$	55.04
610.8015.5450.000 HEART OF IOWA COMMUNICATIONS CO-OP	Direct connect internet PW/WPCP	\$	521.36
610.8015.5450.000 HEART OF IOWA COMMUNICATIONS CO-OP	WPCP	\$	67.56
610.8015.5450.000 HEART OF IOWA COMMUNICATIONS CO-OP	WPCP	\$	67.57
610.8016.5450.000 HEART OF IOWA COMMUNICATIONS CO-OP	Direct connect internet PW/WPCP	\$	312.82
610.8016.5450.000 HEART OF IOWA COMMUNICATIONS CO-OP	PW Bldg	\$	33.03
610.8016.5450.000 HEART OF IOWA COMMUNICATIONS CO-OP	WPCP	\$	40.54
610.8016.5450.000 HEART OF IOWA COMMUNICATIONS CO-OP	WPCP	\$	40.54
610.8016.5450.000 HEART OF IOWA COMMUNICATIONS CO-OP	PW Bldg	\$	33.03
740.8065.5450.000 HEART OF IOWA COMMUNICATIONS CO-OP	Direct connect internet PW/WPCP	\$	208.54
740.8065.5450.000 HEART OF IOWA COMMUNICATIONS CO-OP	PW Bldg	\$	22.02
740.8065.5450.000 HEART OF IOWA COMMUNICATIONS CO-OP	WPCP	\$	27.03
740.8065.5450.000 HEART OF IOWA COMMUNICATIONS CO-OP	PW Bldg	\$	22.02
740.8065.5450.000 HEART OF IOWA COMMUNICATIONS CO-OP	WPCP	\$	27.03
999.1161.000 Holloway, William	Refund for credit card transaction	\$	192.51
881.1050.5339.000 Hunter Lane LLC	Paid medical claims	\$	265.47
881.1050.5339.000 Hunter Lane LLC	Paid medical claims 6/1-6/15	\$	663.08
999.1131.000 ICMA 457-Mission Square Retirement	Mission Square Retirement - Plan #303417ICMA DEF C	\$	750.00
999.1131.000 ICMA 457-Mission Square Retirement	Mission Square Retirement - Plan #705230	\$	230.00
999.1131.000 ICMA 457-Mission Square Retirement	Mission Square Retirement - Plan #303417	\$	1,128.75
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	\$	575.00
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	\$	542.69
001.1010.5230.000	ILEA	MMPI admin and evaluation	\$	200.00
001.4010.5343.000	Incrediblebats Inc	Bat show of species	\$	750.00
610.8015.5342.000	INDEPENDENT AG SERVICES LLC	Spring '25 Biosolids soil sampling	\$	1,038.95
884.7010.5250.000	INTERNAL REVENUE SERVICE	720 Qrtly Federal Excise Tax return	\$	1,752.35
999.1101.000	INTERNAL REVENUE SERVICE	Bi-Weekly Federal Taxes	\$	4,028.91
999.1101.000	INTERNAL REVENUE SERVICE	Bi-Weekly Federal Taxes	\$	30,225.26
999.1101.000	INTERNAL REVENUE SERVICE	Bi-Weekly Federal Taxes	\$	11,686.14
999.1103.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Social Security	\$	(3.72)
999.1103.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Social Security	\$	2.48
999.1103.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Social Security	\$	3.72
999.1103.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Social Security	\$	5,246.40
999.1103.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Social Security	\$	33,245.56
999.1103.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Social Security	\$	638.80
999.1107.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Medicare	\$	(0.88)
999.1107.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Medicare	\$	0.58
999.1107.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Medicare	\$	0.88
999.1107.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Medicare	\$	1,227.00
999.1107.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Medicare	\$	10,567.88
999.1107.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Medicare	\$	3,476.60
110.2010.5565.000	Interstate Batteries of Upper Iowa	Street dept battery	\$	283.90
610.8015.5251.000	Iowa Dept of Inspections, Appeals, Licensing	WPCP 2025 boiler inspection certificates	\$	120.00
110.2040.5230.000	IOWA ONE CALL	Utility dept IA One Call charges	\$	65.70
610.8016.5230.000	IOWA ONE CALL	Sewer dept services	\$	729.24
740.8065.5230.000	IOWA ONE CALL	Sewer dept services	\$	486.16
110.2010.5626.000	IOWA PRISON INDUSTRIES	Street signs/ supplies	\$	621.72
999.1106.000	IOWA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	PRIOR MONTH IPERS CONTRIBUTIONS	\$	8,153.98
999.1106.000	IOWA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	PRIOR MONTH IPERS CONTRIBUTIONS	\$	39,117.85
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	\$	7,001.28
999.1106.000	IOWA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	PRIOR MONTH IPERS CONTRIBUTIONS	\$	39,402.94
999.1106.000	IOWA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	Rounding	\$	0.08
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	\$	831.25
610.8015.5980.000	Joesting, Eric	Sewer refund filled pool	\$	25.42
110.2060.5565.000	Karl of Marshalltown	2017 Dodge Ram - Fuel Pump Replacement Labor	\$	569.39
610.8016.5410.000	KB Excavating LLC	Mandated Sewer repair 506 N 1st St	\$	8,151.41
001.4010.5718.000	Kidzpace Interactive Inc	Touch2Play interactive table	\$	8,784.00
610.8015.5980.000	Kolbe, Sara	Sewer refund filled pool	\$	45.20
001.4065.5342.000	Kuehner Construction LLC	Coliseum gym doors & hardware	\$	1,192.00
110.2010.5570.000	KWIK Trip Inc	11061518	\$	89.26
110.2010.5570.000	KWIK Trip Inc	no reciepts 11104786	\$	179.13
110.2010.5570.000	KWIK Trip Inc	11055232	\$	52.09
110.2010.5570.000	KWIK Trip Inc	11043001	\$	41.06
110.2010.5570.000	KWIK Trip Inc	April fuel discount	\$	(7.21)
110.2010.5570.000	KWIK Trip Inc	federal excise tax reimbursed	\$	(26.31)
110.2010.5570.000	KWIK Trip Inc	11037276	\$	54.54
110.2010.5570.000	KWIK Trip Inc	11104495	\$	74.26
110.2010.5570.000	KWIK Trip Inc	11040194	\$	56.80
110.2040.5570.000	KWIK Trip Inc	fuel volume discount	\$	(4.31)
610.8015.5980.000	Ladehoff, Derek	Sewer refund filled pool	\$	34.90
001.1010.5464.000	Lageschulte, Kraig	meals at Co-Responder conference	\$	89.36
001.1010.5431.000	Language Line Services Inc	over the phone interpretation for PD	\$	533.09
001.1010.5359.000	LARRYS TOWING & TIRE SERVICE	PD tow from accident	\$	100.00
110.2030.5565.000	LARRYS TOWING & TIRE SERVICE	Utility tire sensor pressure replaced	\$	62.50
110.2040.5565.000	LARRYS TOWING & TIRE SERVICE	Utility tire sensor pressure replaced	\$	62.50
110.2010.5470.000	Legg, Richard	Pesticide applicator manuals- ISU ext office	\$	40.00
001.4010.5386.000	LENZ, DUANE	Library contract mowings	\$	660.00
001.4010.5718.000	Library Furniture International LLC	Library acrylic shelf fillers	\$	2,125.00
001.4010.5600.000	LIBRARY STORE INC, THE	Polypropylene laminate	\$	2,313.28

001.4010.5600.000 LIBRARY STORE INC, THE	prepay and discounts	\$ (250.00)
001.4010.5600.000 LIBRARY STORE INC, THE	36 rolls of laminate	\$ 2,263.28
110.2010.5132.000 Logoed Apparel & Promotions	Hi-Viz shirts	\$ 1,288.00
001.6070.5342.000 Marco Holdings LLC	Connect VPN	\$ 185.00
001.1010.5570.000 Marshall County Engineer	City vehicle fuel purchases	\$ 175.97
001.1010.5570.000 Marshall County Engineer	City vehicle fuel purchases	\$ 6,130.87
001.1050.5570.000 Marshall County Engineer	City vehicle fuel purchases	\$ 150.17
001.1050.5571.000 Marshall County Engineer	City vehicle fuel purchases	\$ 698.95
001.1071.5570.000 Marshall County Engineer	City vehicle fuel purchases	\$ 18.42
001.1075.5570.000 Marshall County Engineer	City vehicle fuel purchases	\$ 38.90
001.2020.5570.000 Marshall County Engineer	City vehicle fuel purchases	\$ 112.80
001.4030.5570.000 Marshall County Engineer	City vehicle fuel purchases	\$ 810.68
001.4030.5571.000 Marshall County Engineer	City vehicle fuel purchases	\$ 588.60
001.6050.5570.000 Marshall County Engineer	City vehicle fuel purchases	\$ 151.47
110.2010.5570.000 Marshall County Engineer	City vehicle fuel purchases	\$ 792.24
110.2010.5571.000 Marshall County Engineer	City vehicle fuel purchases	\$ 2,932.69
110.2040.5570.000 Marshall County Engineer	City vehicle fuel purchases	\$ 182.24
110.2060.5570.000 Marshall County Engineer	City vehicle fuel purchases	\$ 171.62
110.2070.5571.000 Marshall County Engineer	City vehicle fuel purchases	\$ 399.98
610.8015.5570.000 Marshall County Engineer	City vehicle fuel purchases	\$ 272.39
610.8016.5570.000 Marshall County Engineer	City vehicle fuel purchases	\$ 351.83
610.8016.5571.000 Marshall County Engineer	City vehicle fuel purchases	\$ 411.53
690.8050.5570.000 Marshall County Engineer	City vehicle fuel purchases	\$ 184.84
690.8050.5571.000 Marshall County Engineer	City vehicle fuel purchases	\$ 4,307.40
740.8065.5570.000 Marshall County Engineer	City vehicle fuel purchases	\$ 64.79
740.8065.5570.000 Marshall County Engineer	City vehicle fuel purchases	\$ 234.56
740.8065.5571.000 Marshall County Engineer	City vehicle fuel purchases	\$ 274.36
001.5040.5347.000 Marshall County IT Dept	Annual county parcel/ Aerial GIS data 01/25-12/25	\$ 1,250.00
110.2060.5347.000 Marshall County IT Dept	Annual county parcel/ Aerial GIS data 01/25-12/25	\$ 1,250.00
610.8016.5347.000 Marshall County IT Dept	Annual county parcel/ Aerial GIS data 01/25-12/25	\$ 1,500.00
740.8065.5347.000 Marshall County IT Dept	Annual county parcel/ Aerial GIS data 01/25-12/25	\$ 1,000.00
610.8015.5342.000 Marshall County Landfill	SBR tank cleaning debris	\$ 58.60
001.2080.5342.000 Marshalltown Aviation Inc	Airport Monthly Services	\$ 2,708.00
001.2080.5344.000 Marshalltown Aviation Inc	Airport Monthly Services	\$ 2,083.00
001.2080.5450.000 Marshalltown Aviation Inc	Airport Monthly Services	\$ 71.32
001.2080.5450.000 Marshalltown Aviation Inc	Airport Monthly Services	\$ 50.05
001.2080.5481.000 Marshalltown Aviation Inc	Airport Monthly Services	\$ 62.50
001.5900.5331.000 Marshalltown Chamber of Commerce	Tourism & promotional services April collections	\$ 29,238.62
001.5900.5331.000 Marshalltown Chamber of Commerce	Tourism & promotional services: March collections	\$ 19,134.32
001.4020.5331.000 Marshalltown Community Band	FY25 Band property taxes collected	\$ 68.95
001.1099.5483.000 Marshalltown Water Works	Police & Fire dept water	\$ 272.31
001.1099.5485.000 Marshalltown Water Works	Police & Fire dept storm water	\$ 4.20
001.4030.5483.000 Marshalltown Water Works	water	\$ 21.57
001.4030.5483.000 Marshalltown Water Works	Riverview Park water	\$ 18.50
001.4030.5483.000 Marshalltown Water Works	City RV Dump water	\$ 30.78
001.4030.5483.000 Marshalltown Water Works	water	\$ 24.72
001.4030.5483.000 Marshalltown Water Works	water	\$ 24.64
001.4030.5483.000 Marshalltown Water Works	Campground RV Park water	\$ 73.76
001.4030.5485.000 Marshalltown Water Works	storm water	\$ 4.20
001.4030.5485.000 Marshalltown Water Works	Riverview Park storm water	\$ 4.20
001.4030.5485.000 Marshalltown Water Works	City RV dump storm water	\$ 214.20
001.4030.5485.000 Marshalltown Water Works	storm water	\$ 59.64
001.4030.5485.000 Marshalltown Water Works	storm water	\$ 579.60
001.4030.5488.000 Marshalltown Water Works	sewer	\$ 33.98
001.4030.5488.000 Marshalltown Water Works	Riverview Park sewer	\$ 30.81
001.4030.5488.000 Marshalltown Water Works	City RV Dump sewer	\$ 43.49
001.4030.5488.000 Marshalltown Water Works	sewer	\$ 37.15
001.4030.5488.000 Marshalltown Water Works	Campground RV Park sewer	\$ 87.87
142.4030.5483.000 Marshalltown Water Works	water	\$ 147.86
142.4030.5483.000 Marshalltown Water Works	water	\$ 674.83
142.4030.5483.000 Marshalltown Water Works	water	\$ 327.83
142.4030.5485.000 Marshalltown Water Works	sewer	\$ 4.20
610.8015.5483.000 Marshalltown Water Works	May Plant water usage	\$ 765.15
110.2010.5620.000 Martin Marietta Materials	Street dept crushed rock	\$ 743.59
001.4045.5980.000 Martinez, Fernando	outdoor swim lessons refund	\$ 45.00
001.4045.5980.000 Matthews, Lisa	Aquatic Center entry fee	\$ 5.00
001.1010.5410.000 MCATEE TIRE SALES & SERVICE INC	PD 506 tires and services	\$ 105.00
001.1010.5410.000 MCATEE TIRE SALES & SERVICE INC	PD 517 tires and services	\$ 210.00

001.1010.5410.000 MCATEE TIRE SALES & SERVICE INC	PD Ford Edge tire repair	\$ 40.00
001.1010.5565.000 MCATEE TIRE SALES & SERVICE INC	PD 506 tires and services	\$ 360.00
001.1010.5565.000 MCATEE TIRE SALES & SERVICE INC	PD 517 tires and services	\$ 584.00
610.8015.5980.000 McColister, Michael	Sewer refund filled pool	\$ 32.24
690.8050.5339.000 MCFARLAND CLINIC PC	random durg test	\$ 44.00
121.5030.5331.000 MEDIC	Home Buyer Incentive	\$ 2,500.00
121.6011.5331.000 MEDIC	4th of July Fireworks display	\$ 5,000.00
001.1010.4879.000 MENARDS	rebate	\$ (9.46)
001.1010.4879.000 MENARDS	rebate	\$ 3.37
001.1010.5410.000 MENARDS	PD fridge thermometer, hearing protection	\$ 5.99
001.1010.5600.000 MENARDS	PD wasp killer, staples	\$ 60.86
001.1099.5410.000 MENARDS	marking paint, towels, drain cleaner, toilet parts	\$ 8.79
001.1099.5410.000 MENARDS	Police & Fire bldg clean out cover	\$ 19.98
001.4010.5611.000 MENARDS	Library table repair parts	\$ 52.83
001.4030.5611.000 MENARDS	10' corner and gable tri pick	\$ 83.71
001.4030.5611.000 MENARDS	return 10' corner and gable	\$ (48.74)
001.4030.5611.000 MENARDS	Steel fascia and 14' corner	\$ 62.56
001.4045.5607.000 MENARDS	muriatic acid	\$ 207.06
001.4045.5611.000 MENARDS	14' cable, thread glider and rags	\$ 41.09
001.4045.5611.000 MENARDS	sump pump, algaecide, air pump, discharge hose	\$ 335.34
001.4045.5611.000 MENARDS	bucket, discharge hose, couplings	\$ 67.02
001.4065.5410.000 MENARDS	Coliseum projector install materials	\$ 14.25
001.6050.5410.000 MENARDS	marking paint, towels, drain cleaner, toilet parts	\$ 56.95
001.6050.5718.000 MENARDS	PD fridge thermometer, hearing protection	\$ 24.69
001.6050.5718.000 MENARDS	Utility dept tools	\$ 12.28
001.6051.5410.000 MENARDS	Double sided tape	\$ 6.97
001.6051.5410.000 MENARDS	drinking fountain GFI receptacle	\$ 16.46
110.2010.5600.000 MENARDS	PB penetrating catalyst for Paint barn	\$ 39.43
110.2010.5600.000 MENARDS	chalk, Performax tape, WD40, utility knife	\$ 54.07
110.2010.5600.000 MENARDS	hose nozzle and TC pacs	\$ 59.97
110.2010.5605.000 MENARDS	legal pads, sharpies	\$ 13.96
110.2030.5600.000 MENARDS	marking paint, towels, drain cleaner, toilet parts	\$ 11.99
110.2040.5600.000 MENARDS	marking paint, towels, drain cleaner, toilet parts	\$ 8.48
142.4030.5611.000 MENARDS	Parks refrigerators	\$ 1,066.84
142.4030.5611.000 MENARDS	cable ties, duraweave geotextiles	\$ 79.97
610.8016.5600.000 MENARDS	Push cam tube supplies	\$ 37.03
610.8015.5603.000 MIDLAND SCIENTIFIC INC	LAB 100ml grauated cylinders	\$ 252.12
610.8015.5603.000 MIDLAND SCIENTIFIC INC	LAB 0-3 ph hydrion pH paper	\$ 71.12
610.8015.5603.000 MIDLAND SCIENTIFIC INC	LAB ferric chloride 1000ml	\$ 141.75
610.8015.5603.000 MIDLAND SCIENTIFIC INC	LAB 5pH buffer	\$ 227.34
610.8015.5603.000 MIDLAND SCIENTIFIC INC	LAB ribber pipette filler bulb	\$ 135.95
610.8015.5603.000 MIDLAND SCIENTIFIC INC	LAB drain valve assembly	\$ 1,161.38
610.8015.5603.000 MIDLAND SCIENTIFIC INC	LAB Boiler assy for still	\$ 2,053.95
610.8015.5603.000 MIDLAND SCIENTIFIC INC	LAB rubber pipette filler bulb	\$ 63.27
001.1099.5386.000 Milestone Outdoor Co	Police and Fire lawn aeration	\$ 1,068.00
110.2040.5410.000 MOBOTREX INC	Optical signal processor card	\$ 1,863.00
110.2040.5600.000 MOBOTREX INC	Pedestrian signal lights	\$ 716.00
110.2040.5600.000 MOBOTREX INC	Yellow & green arrow traffic lights	\$ 490.00
110.2040.5600.000 MOBOTREX INC	Red traffic signal lights	\$ 164.00
110.2040.5600.000 MOBOTREX INC	Traffic signal red LED light bulbs	\$ 164.00
999.1105.000 MUNICIPAL FIRE & POLICE RETIREMENT	PRIOR MONTH MFPRSI CONTRIBUTIONS	\$ 36,271.12
999.1105.000 MUNICIPAL FIRE & POLICE RETIREMENT	PRIOR MONTH MFPRSI CONTRIBUTIONS	\$ 32,135.74
999.1105.000 MUNICIPAL FIRE & POLICE RETIREMENT	PRIOR MONTH MFPRSI CONTRIBUTIONS	\$ 31,775.45
999.1105.000 MUNICIPAL FIRE & POLICE RETIREMENT	PRIOR MONTH MFPRSI CONTRIBUTIONS	\$ 35,599.20
110.2010.5380.000 Murphy Tractor & Equipment	Skid steer attachment rental	\$ 3,400.00
610.8015.5980.000 Neuroth, Alisha	Sewer refund filled pool	\$ 84.77
760.8080.5608.000 NORTHERN LIGHTS DISTRIBUTING	Food Products	\$ 943.94
760.8080.5608.000 NORTHERN LIGHTS DISTRIBUTING	Resale products	\$ 1,240.80
610.8015.5980.000 OBERENDER, TERI	Sewer refund filled pool	\$ 42.38
001.1010.5600.000 OFFICE EXPRESS	Police dept Toilet paper	\$ 341.25
001.6900.5600.000 OFFICE EXPRESS	5 boxes non-window envelopes	\$ 73.75
001.4040.5216.000 ONE SOURCE-THE BACKGROUND CHECK CO	Parks applicants	\$ 9.50
001.4041.5216.000 ONE SOURCE-THE BACKGROUND CHECK CO	Parks applicants	\$ 9.50
170.4010.5732.000 OVERDRIVE,INC.	E-books and Audio books	\$ 5,127.64
690.8050.5470.000 Parker, Susan	Transit workshop	\$ 1,000.00
Payroll Payroll	Payroll #13 6.18.25	\$ 382,970.63
170.4010.5732.000 Playaway Products LLC	Juvenile audio books	\$ 267.95
001.4045.5344.000 Plunketts	Aquatic pest control	\$ 64.20

001.1075.5261.000	Prairie Waste Solutions	Junk Item Drop off to Clean Up Event	\$	657.62
001.4010.5344.000	PREMIER OFFICE EQUIPMENT	Library contract and copies	\$	56.22
001.4010.5344.000	PREMIER OFFICE EQUIPMENT	Library contract and copies	\$	140.66
001.4010.5344.000	PREMIER OFFICE EQUIPMENT	Library contract and copies	\$	305.46
001.4030.5344.000	PREMIER OFFICE EQUIPMENT	Parks copies 1/1/25-02/28/25	\$	183.00
001.4030.5344.000	PREMIER OFFICE EQUIPMENT	Parks contract 1/1/24-12/31/24	\$	213.35
001.4030.5344.000	PREMIER OFFICE EQUIPMENT	Contract copies 01/01/25-02/28/25	\$	7.13
001.1010.5600.000	Rainbow Carwash LLC	PW Bldg wash soap	\$	52.30
001.1050.5600.000	Rainbow Carwash LLC	PW Bldg wash soap	\$	52.30
001.4030.5600.000	Rainbow Carwash LLC	PW Bldg wash soap	\$	209.22
110.2010.5600.000	Rainbow Carwash LLC	PW Bldg wash soap	\$	366.11
690.8050.5600.000	Rainbow Carwash LLC	PW Bldg wash soap	\$	366.11
690.8050.5331.000	Region 6 Resource Partners	April Para Transit rides	\$	10,373.00
690.8050.5331.000	Region 6 Resource Partners	May Paratransit rides	\$	10,419.00
001.1050.5413.000	RELIANT FIRE APPARATUS inc	Fire dept unit #35683-1 repair	\$	1,626.93
001.1050.5413.000	RELIANT FIRE APPARATUS inc	Fire dept unit 26937-1 repair	\$	2,568.80
001.4010.5450.000	ROSENBLUM, SARAH W	Cell phone reimbursement 5/26/24-4/26/25	\$	480.00
610.8015.5980.000	Ryner, Pam	Sewer refund filled pool	\$	37.22
760.8080.5608.000	SAMS CLUB/SYNCHRONY BANK	Food Supplies	\$	1,466.10
610.8015.5980.000	Santana, Charlotte	Sewer refund filled pool	\$	23.30
610.8015.5980.000	Saxton, Karla	Sewer refund filled pool	\$	101.69
610.8015.5380.000	SCHARNWEBER WATER CONDITIONING INC	WPCP water conditioner lease	\$	27.00
001.1010.5342.000	SCHENDEL PEST CONTROL INC	PD monthly service	\$	52.04
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 Pest Control	\$	51.12
001.4065.5342.000	SCHENDEL PEST CONTROL INC	Coliseum Pest Control	\$	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
030.4010.5732.000	Scholastic	Juvenile books	\$	434.97
110.2060.5472.000	Schreck, Brayden	Trip for Physical and drug screen	\$	107.50
001.4065.5410.000	SCHUMACHER ELEVATOR COMPANY	Coliseum quarterly elevator maintenance	\$	491.73
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
154.1011.5342.000	Sensys Gatso USA Inc.	ATE tickets	\$	11,550.00
001.4010.5342.000	ServiceMaster of Marshalltown Inc	June Library services	\$	1,934.00
001.4010.5342.000	ServiceMaster of Marshalltown Inc	Janitorial carpet extraction cleaning	\$	993.58
001.5040.5600.000	Sho Biz Inc dba Minuteman	Planning & Zoning name plate	\$	26.35
690.8050.5370.000	Sho Biz Inc dba Minuteman	Transit School and One Day passes	\$	266.45
001.1010.5370.000	SIGN CREATIONS	Join the Force decals	\$	210.00
001.4010.5410.000	Simms Company LLC	Library cabinets, drawers, countertops	\$	5,047.20
364.4030.5233.000	Snyder & Associates Inc	Eng fees for Linn Ck Dis Trailhead thru 3/31/25	\$	9,318.50
110.2010.5776.000	SPAHN & ROSE LUMBER CO	Grandstand building repairs	\$	1,454.13
110.2010.5776.000	SPAHN & ROSE LUMBER CO	Grandstand building repairs	\$	54.40
110.2010.5776.000	SPAHN & ROSE LUMBER CO	Grandstand building repairs	\$	(145.73)
001.6050.5600.000	STAPLES BUSINESS CREDIT	City Hall/ Carnegie Bldg toiler paper/ towels	\$	97.77
001.6051.5600.000	STAPLES BUSINESS CREDIT	City Hall/ Carnegie Bldg toiler paper/ towels	\$	97.77
001.1010.5344.000	Stericycle Inc	PD services	\$	96.62
184.5030.5344.000	Stericycle Inc	Housing shredding services	\$	104.88
142.4030.5611.000	Strands	Parks painting supplies	\$	251.05
001.4010.5343.000	Strutz, Caleb	Dragon Training	\$	450.00
001.1010.5600.000	Stryker Sales LLC	Replacement battery	\$	2,100.00
001.4010.5342.000	The Shredder	Library services	\$	54.00
001.4045.5611.000	THEISENS SUPPLY INC	polyethylene tubing	\$	14.50
110.2010.5132.000	THEISENS SUPPLY INC	Street dept employee clothing	\$	64.97
110.2010.5132.000	THEISENS SUPPLY INC	Street employee clothing	\$	53.97
110.2010.5132.000	THEISENS SUPPLY INC	Street dept rubber boots	\$	24.99
110.2010.5132.000	THEISENS SUPPLY INC	Street employee clothing	\$	29.99
110.2010.5570.000	THEISENS SUPPLY INC	Gallons of premixed fuel and hose nozzle	\$	250.95
110.2010.5600.000	THEISENS SUPPLY INC	Breakaway switch, tire repair insert	\$	31.67
110.2010.5600.000	THEISENS SUPPLY INC	Cutting wheel, sanding discs	\$	68.93
110.2010.5600.000	THEISENS SUPPLY INC	tractor paint	\$	23.99
110.2010.5600.000	THEISENS SUPPLY INC	couplings and drill bits	\$	26.93
110.2010.5600.000	THEISENS SUPPLY INC	Gallons of premixed fuel and hose nozzle	\$	19.98
610.8015.5600.000	THEISENS SUPPLY INC	Backpack Stihl Blower, rubber boots, oil, roundup	\$	356.93
610.8015.5600.000	THEISENS SUPPLY INC	Backpack Stihl blower, rubber boots, roundup, oil	\$	(356.93)
610.8015.5600.000	THEISENS SUPPLY INC	Softener pellets	\$	388.46
610.8015.5600.000	THEISENS SUPPLY INC	Softner pellets	\$	(388.46)
610.8015.5718.000	THEISENS SUPPLY INC	Backpack Stihl Blower, rubber boots, oil, roundup	\$	429.99

610.8015.5718.000 THEISENS SUPPLY INC	Backpack Stihl blower, rubber boots, roundup, oil	\$ (429.99)
610.8016.5600.000 THEISENS SUPPLY INC	Cleaner, WD-40, premixed fuel, weed killer	\$ 71.66
740.8065.5600.000 THEISENS SUPPLY INC	Cleaner, WD-40, premixed fuel, weed killer	\$ 47.78
740.8065.5600.000 THEISENS SUPPLY INC	brush clearing blade for storm outfalls	\$ 73.98
740.8065.5600.000 THEISENS SUPPLY INC	chisel chain clearing trees at storm outfalls	\$ 28.99
001.1099.5342.000 Thermo Systems	Police and Fire Bldg service call	\$ 925.00
001.4030.5611.000 Thompsons True Value	Painters tape	\$ 9.79
999.1128.000 TOTAL ADMINISTRATIVE SERVICE CORP.	FLEX HEALTH BENEFITS	\$ 912.47
999.1128.000 TOTAL ADMINISTRATIVE SERVICE CORP.	FLEX HEALTH BENEFITS	\$ 5,716.37
999.1128.000 TOTAL ADMINISTRATIVE SERVICE CORP.	C HOBSON TASC 6.5.25	\$ 137.50
999.1129.000 TOTAL ADMINISTRATIVE SERVICE CORP.	FLEX DEP CARE BENEFITS	\$ 416.66
999.1129.000 TOTAL ADMINISTRATIVE SERVICE CORP.	FLEX DEP CARE BENEFITS	\$ 1,091.65
001.4010.5736.000 Transparent Language Inc	Online Libraries with Kidspeak 7/1/25-6/30/26	\$ 1,134.00
001.4040.5441.000 TREASURER ST OF IOWA	Sale and Use tax	\$ 272.46
001.4040.5442.000 TREASURER ST OF IOWA	Sale and Use tax	\$ 45.05
610.8015.5441.000 TREASURER ST OF IOWA	Sale and Use tax	\$ 2,353.01
610.8015.5441.000 TREASURER ST OF IOWA	Sale and Use tax	\$ 14,118.04
999.1102.000 TREASURER STATE OF IOWA	Bi-Weekly Payroll SIT	\$ 1,286.21
999.1102.000 TREASURER STATE OF IOWA	Bi-Weekly Payroll SIT	\$ 9,905.34
999.1102.000 TREASURER STATE OF IOWA	Bi-Weekly Payroll SIT	\$ 3,538.11
610.8015.5980.000 Troutner, Shawn	Sewer refund filled pool	\$ 33.92
001.4010.5215.000 TSYS	Library credit card transaction fees	\$ 149.99
001.6021.5215.000 TSYS	Finance credit card transaction fees	\$ 385.74
200.7010.5830.000 UMB Bank NA	2012A GO Bond fee Dec-May	\$ 250.00
200.7010.5830.000 UMB Bank NA	2018 GO Bond fees De-May	\$ 300.00
200.7010.5830.000 UMB Bank NA	2017 GO Bond fees Dec-May	\$ 250.00
200.7010.5830.000 UMB Bank NA	2016B GO Bond fees Dec-May	\$ 250.00
200.7010.5830.000 UMB Bank NA	2016A GO Bond Fee Dec-May	\$ 250.00
610.8016.5830.000 UMB Bank NA	2013 Sewer Revenue Bond fees May-Dec	\$ 250.00
999.1112.000 UNITED WAY	UNITED WAY	\$ 545.92
999.1112.000 UNITED WAY	UNITED WAY	\$ 545.92
001.4030.5339.000 Unity Point- Occupational Medicine	Random drug testing	\$ 42.00
110.2040.5410.000 Van Maanen Electric Inc	Traffic signal pole caps	\$ 170.23
610.8015.5410.000 VANWALL EQUIPMENT INC	John Deere X758 mower repairs	\$ 1,454.03
001.4010.5980.000 Weig, Amanda	lost book return	\$ 9.99
001.1050.5132.000 Witmer Public Safety Group Inc	ID shield for DC Raue	\$ 51.83
001.1050.5132.000 Witmer Public Safety Group Inc	Fire dept badge	\$ 51.83
001.4010.5344.000 Woodman Controls	Tech support billing	\$ 1,100.00
110.2010.5482.000 WoodRiver Energy LLC	905 E Main St	\$ 116.74
690.8050.5482.000 WoodRiver Energy LLC	905 E Main St	\$ 77.83
615.8015.5342.000 WRH Inc	Increase CO 2-7	\$ 187,895.33
001.4045.5600.000 WW GRAINGER	Aquatic Center HVAC filters	\$ 59.04
001.6051.5600.000 WW GRAINGER	Carnegie Bldg HVAC filters	\$ 65.88
001.4010.5344.000 Xerox Corp	Library contract and copies	\$ 33.05
610.8015.5344.000 Xerox Corp	WPCP May Xerox and copies	\$ 43.88
001.6050.5482.000 YSS Grants Billing	Contract gas billing 50% Oct-Dec 2024	\$ 1,718.89
001.6050.5482.000 YSS Grants Billing	Contract gas billing 50% January - March 2025	\$ 3,907.16
610.8015.5980.000 Zamora, Raquel	Sewer refund filled pool	\$ 44.79
TOTAL		\$ 2,666,194.94



**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: June 23, 2025
Re: Approve May 2025 Financial Statements

Strategic Plan Objective:

N/A

Recommended:

Staff recommends approving the May 2025 monthly financial statements.

Budget Impact:

N/A

Description/Background:

The Finance Department has prepared and reconciled the May 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 11 months and the ending fund cash balance at 5/31/25.
- 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:

- \$7,963,753.65 in bond payments were made from fund 200 for General Obligation bonds and fund 610 for Enterprise Revenue bonds. Transfers from the TIF fund 125 to the GO Bond Debt Fund 200 will be made in June so the fund balance will be positive.

- \$1,955,134.40 in property taxes were received.
- \$497,978.69 were paid for the TIF development agreements for the 2nd part of the fiscal year as shown in fund 125.
- \$378,967.97 in expenses were paid for the E Main/Center St Reconstruction project.
- For the Water Plaza project \$243,168.24 in expenses were paid
- For the Riverview Park Improvements project \$288,958.88 in expenses were paid.

Attachments:

1. May 2025 Financial Statements

MARSHALLTOWN

IOWA

FUND BALANCE REPORT AS OF 5/31/25

Fund	Beginning Balance	Total Revenues	Total Expenses	Ending Balance
001 - GENERAL FUND	\$ 3,687,037.61	\$ 16,874,172.81	\$ 17,046,973.97	\$ 3,514,236.45
010 - CASH FLOW RESERVE FUND	\$ 3,177,063.33	\$ 392,619.92	\$ -	\$ 3,569,683.25
011 - INSURANCE DEDUCTIBLE RESERVE FUND	\$ 150,915.42	\$ 110,309.42	\$ -	\$ 261,224.84
030 - CAPITAL RESERVE	\$ -	\$ 592,507.46	\$ 592,507.46	\$ -
031 - CAPITAL RSRV-BLDG MAINT	\$ 245,379.23	\$ 10,872.85	\$ 2,187.50	\$ 254,064.58
032 - CIP LARGE VEHICLE/EQUIPMENT	\$ 121,216.00	\$ 101,993.00	\$ -	\$ 223,209.00
110 - ROAD USE TAX	\$ 9,861,740.78	\$ 4,359,264.98	\$ 2,271,622.51	\$ 11,949,383.25
111 - ROAD USE TAX INSURANCE RESERVE	\$ 50,305.14	\$ 27,828.37	\$ -	\$ 78,133.51
112 - EMPLOYEE BENEFITS FUND	\$ 3,290,079.09	\$ 3,108,719.95	\$ 2,485,944.40	\$ 3,912,854.64
117 - POLICE/FIRE RETIREMENT	\$ 520,899.23	\$ 1,283,433.16	\$ 937,747.36	\$ 866,585.03
119 - EMERGENCY FUND	\$ -	\$ 1,909.80	\$ 1,906.87	\$ 2.93
121 - LOCAL OPTION SALES TAX	\$ 5,529,671.37	\$ 4,307,886.97	\$ 4,941,067.59	\$ 4,896,490.75
125 - TAX INCREMENT FINANCING	\$ 613,314.23	\$ 1,511,411.68	\$ 1,144,865.15	\$ 979,860.76
126 - TIF-LMI	\$ -	\$ 8,553.21	\$ -	\$ 8,553.21
130 - CITY TORT LIABILITY	\$ 46,803.48	\$ 103,383.83	\$ 88,995.01	\$ 61,192.30
132 - GRANTS-STATE/LOCAL AGENCIES	\$ (34,428.79)	\$ 640,827.77	\$ 641,247.77	\$ (34,848.79)
133 - UNDESIGNATED FEDERAL GRANTS	\$ (204,480.70)	\$ 1,452,106.76	\$ 1,280,982.88	\$ (33,356.82)
140 - PARK & REC DONATION FUND	\$ 248,283.06	\$ 516,901.27	\$ 100,310.24	\$ 664,874.09
141 - MTOWN TENNIS ASSOC	\$ 3,021.12	\$ 133.94	\$ -	\$ 3,155.06
142 - SOFTBALL ASSOCIATION FUND	\$ 35.77	\$ 24,014.30	\$ 29,917.80	\$ (5,867.73)
144 - LIVE HEALTHY IOWA	\$ 9,788.02	\$ 433.99	\$ -	\$ 10,222.01
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)	\$ 55,628.47	\$ 57,128.37	\$ (9,216.03)
151 - DEPT OF JUSTICE GRANTS	\$ (744.48)	\$ 21,536.09	\$ 21,159.14	\$ (367.53)
152 - POLICE UNDESIGNATED GRANTS	\$ (11,402.99)	\$ 97,430.30	\$ 93,562.76	\$ (7,535.45)
153 - POLICE DEPT DONATION FUND	\$ 90,440.95	\$ 10,040.84	\$ 12,052.62	\$ 88,429.17
154 - AUTOMATED TRAFFIC ENFORCEMENT	\$ -	\$ 258,850.00	\$ 273,329.90	\$ (14,479.90)
156 - FIRE DEPT DONATION FUND	\$ 55,438.04	\$ 10,542.22	\$ 15,022.55	\$ 50,957.71
160 - ECONOMIC DEVELOPMENT GIFT	\$ 57,456.74	\$ 2,547.62	\$ -	\$ 60,004.36
161 - SURETY DEPOSITS/SUBDIVIDER	\$ 11,986.98	\$ 531.52	\$ -	\$ 12,518.50
170 - LIBRARY DONATION FUND	\$ 146,326.59	\$ 79,497.90	\$ 85,322.03	\$ 140,502.46
177 - SEIZED ASSETS (POLICE)	\$ 17,508.42	\$ 465.78	\$ 2,966.65	\$ 15,007.55
181 - #7 HUD LEAD GRANT	\$ (52,528.34)	\$ 514,052.61	\$ 634,160.57	\$ (172,636.30)
184 - VOUCHERS - 002, 003	\$ 321,431.84	\$ 1,462,330.20	\$ 1,429,174.68	\$ 354,587.36
189 - #6 HUD LEAD GRANT/NOW STATE FUNDS ONLY	\$ 157,746.74	\$ 7,235.42	\$ 233.00	\$ 164,749.16
200 - GO BONDS DEBT FUND	\$ 379,824.34	\$ 7,173,848.53	\$ 7,676,715.30	\$ (123,042.43)
300 - CIP COLLECTION FUND	\$ 580,509.96	\$ 726,049.33	\$ 694,459.39	\$ 612,099.90
311 - RISE STREET GRANTS	\$ (258,823.17)	\$ 322,654.52	\$ 63,831.35	\$ -
312 - AIRPORT PROJECT FUND	\$ (29,787.04)	\$ 83,788.64	\$ 8,161.16	\$ 45,840.44
320 - SPECIAL ASSESSMENT PROJECTS	\$ (14,510.95)	\$ -	\$ -	\$ (14,510.95)
340 - BIKE PATH PROJECT FUND	\$ (2,293.20)	\$ 14,876.00	\$ 203,010.82	\$ (190,428.02)
341 - TREES FOREVER PROJECT	\$ 22,443.93	\$ 11,308.20	\$ 21,522.47	\$ 12,229.66
350 - GO BONDS CAPITAL PROJECTS	\$ 9,765.35	\$ 433.00	\$ -	\$ 10,198.35
355 - Dangerous & Dilapidated (included GO bonds)	\$ 220,601.23	\$ 18,736.82	\$ 27,269.23	\$ 212,068.82
363 - 2021 GO BONDS	\$ 7,082,438.67	\$ 623,549.52	\$ 3,073,432.24	\$ 4,632,555.95
364 - 2022 GO BONDS	\$ 10,153,234.52	\$ 593,174.34	\$ 2,800,950.54	\$ 7,945,458.32
365 - 2023 GO BONDS	\$ 9,999,880.79	\$ 469,525.92	\$ 17,500.00	\$ 10,451,906.71
389 - AMERICAN RESCUE PLAN	\$ 469,691.54	\$ -	\$ 211,503.06	\$ 258,188.48
395 - ECONOMIC DEVELOPMENT PROJECT FUND	\$ (91,760.00)	\$ 97,265.60	\$ -	\$ 5,505.60
610 - WATER POLLUTION CONTROL	\$ -	\$ 5,834,545.83	\$ 5,834,545.83	\$ -
611 - WPCP REVENUE	\$ 24,677,050.67	\$ 9,092,396.66	\$ 6,772,906.79	\$ 26,996,540.54
614 - WPCP CAPITAL IMPROVEMENT RSRV	\$ 1,171,478.19	\$ 51,942.74	\$ -	\$ 1,223,420.93
615 - WPCP PLANT & IMPROVEMENTS	\$ -	\$ 4,142,193.28	\$ 4,169,592.73	\$ (27,399.45)
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	\$ 106,852.42	\$ -	\$ 207,462.70
690 - TRANSIT OPERATING	\$ 1,205,433.62	\$ 942,732.03	\$ 875,204.31	\$ 1,272,961.34
691 - TRANSIT INSURANCE RESERVE	\$ 25,152.57	\$ 1,115.25	\$ -	\$ 26,267.82
740 - STORM SEWER UTILITY	\$ 2,624,054.45	\$ 1,479,582.55	\$ 1,330,049.90	\$ 2,773,587.10
750 - COMPOSTING FACILITY	\$ 241,394.12	\$ 85,603.87	\$ 107,512.91	\$ 219,485.08
760 - P&R CONCESSIONS ENTERPRISE	\$ 1,457.86	\$ 33,208.44	\$ 45,837.56	\$ (11,171.26)
881 - OCCUPATIONAL INSURANCE ESCROW	\$ 201,247.45	\$ 161,670.57	\$ 54,781.09	\$ 308,136.93
884 - GROUP HEALTH INSURANCE ESCROW	\$ 65,001.64	\$ 3,689,663.69	\$ 3,015,522.84	\$ 739,142.49
886 - WORKMAN'S COMP DEDUCTIBLE FUND	\$ 36,391.55	\$ 1,604.23	\$ 522.04	\$ 37,572.74
913 - 911 COMMISSION	\$ (126,387.00)	\$ 1,456,959.69	\$ 1,453,939.44	\$ (123,366.75)
	<u>\$ 87,662,892.10</u>	<u>\$ 75,588,037.55</u>	<u>\$ 73,311,950.27</u>	<u>\$ 89,938,979.38</u>

Account	Name	Ending Balance	Interest Rate
BalObject: 0110 - P&R Deposits			
<u>999.0110.100</u>	First Interstate Bank P&R Deposits	143,792.70	3.30
	Total BalObject: 0110 - P&R Deposits :	143,792.70	
BalObject: 0111 - Operating			
<u>999.0111.100</u>	First Interstate Bank Operating	433,201.44	3.30
	Total BalObject: 0111 - Operating:	433,201.44	
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	358,996.50	3.30
	Total BalObject: 0115 - HUD Admin:	358,996.50	
BalObject: 0116 - HUD HAP			
<u>999.0116.100</u>	First Interstate Bank HUD HAP	6,931.45	3.30
	Total BalObject: 0116 - HUD HAP:	6,931.45	
BalObject: 0117 - Police			
<u>999.0117.100</u>	First Interstate Bank Police	15,382.55	3.30
	Total BalObject: 0117 - Police:	15,382.55	
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	350.00	0.00
	Total BalObject: 0120 - PETTY CASH:	950.00	
BalObject: 0121 - PETTY CASH-SWIMMING POOLS			
<u>001.0121.000</u>	PETTY CASH-SWIMMING POOLS	300.00	0.00
	Total BalObject: 0121 - PETTY CASH-SWIMMING	300.00	
BalObject: 0122 - PETTY CASH-CITY CLERK			
<u>001.0122.000</u>	PETTY CASH-CITY CLERK	200.00	0.00
	Total BalObject: 0122 - PETTY CASH-CITY CLERK:	200.00	
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	

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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	37,697,602.62	4.07
	Total BalObject: 0215 - IPAIT MONEY MARKET:	37,697,602.62	
BalObject: 0216 - FIRST INTERSTATE BANK MM			
<u>999.0216.000</u>	First Interstate Bank MM	11,764,107.15	3.30
	Total BalObject: 0216 - FIRST INTERSTATE BANK M	11,764,107.15	
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	21,053,435.62	4.25-5.3
	Total BalObject: 0246 - PINNACLE CD	21,053,435.62	
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		
	Total BalObject: 0265 - UB&T CD	-	
BalObject: 0265 - IPAIT CD			
<u>999.0265.000</u>	IPAIT CD	5,000,000.00	4.053 - 4.093
	Total BalObject: 0265 - IPAIT CD	5,000,000.00	
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	17,009.79	0.00
	Total BalObject: 0999 - POOLED CASH:	17,009.79	
Page 2:2	TOTAL	89,938,979.38	



Monthly Budget Report - Marshalltown

Group Summary

For Fiscal: 2024-2025 Period Ending: 05/31/2025

Account Typ...	May Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Fund: 001 - GENERAL FUND					
Revenue	1,264,125.88	18,172,111.87	16,874,172.81	-1,297,939.06	19,824,158.00
Expense	1,401,505.75	18,166,168.46	17,046,973.97	1,119,194.49	19,824,158.00
Total Fund: 001 - GENERAL FUND:	-137,379.87	5,943.41	-172,801.16	-178,744.57	0.00
Fund: 010 - CASH FLOW RESERVE FUND					
Revenue	11,630.96	310,796.75	392,619.92	81,823.17	339,051.00
Total Fund: 010 - CASH FLOW RESERVE FUND:	11,630.96	310,796.75	392,619.92	81,823.17	339,051.00
Fund: 011 - INSURANCE DEDUCTIBLE RESERVE FUND					
Revenue	851.14	99,916.63	110,309.42	10,392.79	109,000.00
Total Fund: 011 - INSURANCE DEDUCTIBLE RESERVE FUND:	851.14	99,916.63	110,309.42	10,392.79	109,000.00
Fund: 030 - CAPITAL RESERVE					
Revenue	16,539.72	663,750.89	592,507.46	-71,243.43	724,092.00
Expense	16,539.72	663,635.50	592,507.46	71,128.04	724,092.00
Total Fund: 030 - CAPITAL RESERVE:	0.00	115.39	0.00	-115.39	0.00
Fund: 031 - CAPITAL RSRV-BLDG MAINT					
Revenue	827.81	1,833.26	10,872.85	9,039.59	2,000.00
Expense	2,187.50	123,502.61	2,187.50	121,315.11	134,741.00
Total Fund: 031 - CAPITAL RSRV-BLDG MAINT:	-1,359.69	-121,669.35	8,685.35	130,354.70	-132,741.00
Fund: 032 - CIP LARGE VEHICLE/EQUIPMENT					
Revenue	0.00	93,493.51	101,993.00	8,499.49	101,993.00
Total Fund: 032 - CIP LARGE VEHICLE/EQUIPMENT:	0.00	93,493.51	101,993.00	8,499.49	101,993.00
Fund: 110 - ROAD USE TAX					
Revenue	395,806.96	4,137,771.44	4,359,264.98	221,493.54	4,513,933.00
Expense	90,863.23	3,130,800.42	2,271,622.51	859,177.91	3,415,429.00
Total Fund: 110 - ROAD USE TAX:	304,943.73	1,006,971.02	2,087,642.47	1,080,671.45	1,098,504.00
Fund: 111 - ROAD USE TAX INSURANCE RESERVE					
Revenue	254.58	24,740.76	27,828.37	3,087.61	27,000.00
Total Fund: 111 - ROAD USE TAX INSURANCE RESERVE:	254.58	24,740.76	27,828.37	3,087.61	27,000.00
Fund: 112 - EMPLOYEE BENEFITS FUND					
Revenue	342,960.30	2,771,144.64	3,108,719.95	337,575.31	3,023,067.00
Expense	0.00	3,311,253.88	2,485,944.40	825,309.48	3,612,277.00
Total Fund: 112 - EMPLOYEE BENEFITS FUND:	342,960.30	-540,109.24	622,775.55	1,162,884.79	-589,210.00

Monthly Budget Report - Marshalltown

For Fiscal: 2024-2025 Period Ending: 05/31/2025

Account Typ...	May Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Fund: 117 - POLICE/FIRE RETIREMENT					
Revenue	142,942.39	1,257,482.16	1,283,433.16	25,951.00	1,371,799.00
Expense	0.00	1,167,361.25	937,747.36	229,613.89	1,273,485.00
Total Fund: 117 - POLICE/FIRE RETIREMENT:	142,942.39	90,120.91	345,685.80	255,564.89	98,314.00
Fund: 119 - EMERGENCY FUND					
Revenue	2.84	1,744.16	1,909.80	165.64	1,903.00
Expense	0.00	1,744.38	1,906.87	-162.49	1,903.00
Total Fund: 119 - EMERGENCY FUND:	2.84	-0.22	2.93	3.15	0.00
Fund: 121 - LOCAL OPTION SALES TAX					
Revenue	412,755.82	4,042,521.01	4,307,886.97	265,365.96	4,410,023.00
Expense	1,517,572.28	5,586,600.36	4,941,067.59	645,532.77	6,094,520.00
Total Fund: 121 - LOCAL OPTION SALES TAX:	-1,104,816.46	-1,544,079.35	-633,180.62	910,898.73	-1,684,497.00
Fund: 125 - TAX INCREMENT FINANCING					
Revenue	103,887.57	1,393,574.27	1,511,411.68	117,837.41	1,520,263.00
Expense	497,978.69	1,451,749.64	1,144,865.15	306,884.49	1,583,727.00
Total Fund: 125 - TAX INCREMENT FINANCING:	-394,091.12	-58,175.37	366,546.53	424,721.90	-63,464.00
Fund: 126 - TIF-LMI					
Revenue	27.87	8,654.14	8,553.21	-100.93	9,441.00
Total Fund: 126 - TIF-LMI:	27.87	8,654.14	8,553.21	-100.93	9,441.00
Fund: 130 - CITY TORT LIABILITY					
Revenue	3,260.24	73,035.27	103,383.83	30,348.56	79,675.00
Expense	3,332.49	108,716.52	88,995.01	19,721.51	118,600.00
Total Fund: 130 - CITY TORT LIABILITY:	-72.25	-35,681.25	14,388.82	50,070.07	-38,925.00
Fund: 132 - GRANTS-STATE/LOCAL AGENCIES					
Revenue	0.00	1,013,252.02	640,827.77	-372,424.25	1,105,366.00
Expense	0.00	789,649.52	641,247.77	148,401.75	861,436.00
Total Fund: 132 - GRANTS-STATE/LOCAL AGENCIES:	0.00	223,602.50	-420.00	-224,022.50	243,930.00
Fund: 133 - UNDESIGNATED FEDERAL GRANTS					
Revenue	276,597.88	1,473,392.03	1,452,106.76	-21,285.27	1,607,337.00
Expense	287,354.97	1,285,951.04	1,280,982.88	4,968.16	1,402,856.00
Total Fund: 133 - UNDESIGNATED FEDERAL GRANTS:	-10,757.09	187,440.99	171,123.88	-16,317.11	204,481.00
Fund: 140 - PARK & REC DONATION FUND					
Revenue	23,286.33	243,072.39	516,901.27	273,828.88	265,170.00
Expense	7,382.56	287,911.47	100,310.24	187,601.23	314,186.00
Total Fund: 140 - PARK & REC DONATION FUND:	15,903.77	-44,839.08	416,591.03	461,430.11	-49,016.00
Fund: 141 - MTOWN TENNIS ASSOC					
Revenue	10.28	137.50	133.94	-3.56	150.00
Total Fund: 141 - MTOWN TENNIS ASSOC:	10.28	137.50	133.94	-3.56	150.00

Monthly Budget Report - Marshalltown

For Fiscal: 2024-2025 Period Ending: 05/31/2025

Account Typ...	May Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Fund: 142 - SOFTBALL ASSOCIATION FUND					
Revenue	0.00	33,401.50	24,014.30	-9,387.20	36,438.00
Expense	2,901.57	33,410.41	29,917.80	3,492.61	36,474.00
Total Fund: 142 - SOFTBALL ASSOCIATION FUND:	-2,901.57	-8.91	-5,903.50	-5,894.59	-36.00
Fund: 144 - LIVE HEALTHY IOWA					
Revenue	33.31	7,190.26	433.99	-6,756.27	7,844.00
Expense	0.00	6,914.60	0.00	6,914.60	7,544.00
Total Fund: 144 - LIVE HEALTHY IOWA :	33.31	275.66	433.99	158.33	300.00
Fund: 145 - TORNADO GENERAL					
Expense	0.00	263,874.38	247,863.02	16,011.36	287,863.00
Total Fund: 145 - TORNADO GENERAL:	0.00	263,874.38	247,863.02	16,011.36	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	5,047.30	54,978.00	55,628.47	650.47	60,000.00
Expense	5,076.45	55,251.13	57,128.37	-1,877.24	60,298.00
Total Fund: 150 - LOCAL PD GRANTS:	-29.15	-273.13	-1,499.90	-1,226.77	-298.00
Fund: 151 - DEPT OF JUSTICE GRANTS					
Revenue	4,055.31	19,749.51	21,536.09	1,786.58	21,545.00
Expense	658.00	19,063.55	21,159.14	-2,095.59	20,800.00
Total Fund: 151 - DEPT OF JUSTICE GRANTS:	3,397.31	685.96	376.95	-309.01	745.00
Fund: 152 - POLICE UNDESIGNATED GRANTS					
Revenue	5,827.39	104,872.13	97,430.30	-7,441.83	114,410.00
Expense	12,734.98	94,388.14	93,562.76	825.38	103,007.00
Total Fund: 152 - POLICE UNDESIGNATED GRANTS:	-6,907.59	10,483.99	3,867.54	-6,616.45	11,403.00
Fund: 153 - POLICE DEPT DONATION FUND					
Revenue	1,740.54	2,933.26	10,040.84	7,107.58	3,200.00
Expense	635.41	15,721.97	12,052.62	3,669.35	17,158.00
Total Fund: 153 - POLICE DEPT DONATION FUND:	1,105.13	-12,788.71	-2,011.78	10,776.93	-13,958.00
Fund: 154 - AUTOMATED TRAFFIC ENFORCEMENT					
Revenue	22,650.00	430,352.89	258,850.00	-171,502.89	469,476.00
Expense	22,785.00	299,353.01	273,329.90	26,023.11	326,575.00
Total Fund: 154 - AUTOMATED TRAFFIC ENFORCEMENT:	-135.00	130,999.88	-14,479.90	-145,479.78	142,901.00
Fund: 156 - FIRE DEPT DONATION FUND					
Revenue	216.03	4,638.26	10,542.22	5,903.96	5,060.00
Expense	86.96	35,930.62	15,022.55	20,908.07	39,200.00
Total Fund: 156 - FIRE DEPT DONATION FUND:	129.07	-31,292.36	-4,480.33	26,812.03	-34,140.00

Monthly Budget Report - Marshalltown

For Fiscal: 2024-2025 Period Ending: 05/31/2025

Account Typ...	May Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Fund: 160 - ECONOMIC DEVELOPMENT GIFT					
Revenue	195.51	916.63	2,547.62	1,630.99	1,000.00
Expense	0.00	18,333.26	0.00	18,333.26	20,000.00
Total Fund: 160 - ECONOMIC DEVELOPMENT GIFT:	195.51	-17,416.63	2,547.62	19,964.25	-19,000.00
Fund: 161 - SURETY DEPOSITS/SUBDIVIDER					
Revenue	40.79	169.51	531.52	362.01	185.00
Total Fund: 161 - SURETY DEPOSITS/SUBDIVIDER:	40.79	169.51	531.52	362.01	185.00
Fund: 170 - LIBRARY DONATION FUND					
Revenue	973.07	687,018.64	79,497.90	-607,520.74	749,475.00
Expense	66,788.99	329,761.19	85,322.03	244,439.16	359,740.00
Total Fund: 170 - LIBRARY DONATION FUND:	-65,815.92	357,257.45	-5,824.13	-363,081.58	389,735.00
Fund: 177 - SEIZED ASSETS (POLICE)					
Revenue	40.98	3,252.92	465.78	-2,787.14	3,550.00
Expense	0.00	3,665.53	2,966.65	698.88	4,000.00
Total Fund: 177 - SEIZED ASSETS (POLICE):	40.98	-412.61	-2,500.87	-2,088.26	-450.00
Fund: 181 - #7 HUD LEAD GRANT					
Revenue	80,263.07	2,186,966.76	514,052.61	-1,672,914.15	2,385,782.00
Expense	20,195.59	2,186,203.80	634,160.57	1,552,043.23	2,385,782.00
Total Fund: 181 - #7 HUD LEAD GRANT:	60,067.48	762.96	-120,107.96	-120,870.92	0.00
Fund: 184 - VOUCHERS - 002, 003					
Revenue	135,237.67	1,526,821.78	1,462,330.20	-64,491.58	1,665,625.00
Expense	127,970.83	1,298,234.74	1,429,174.68	-130,939.94	1,416,322.00
Total Fund: 184 - VOUCHERS - 002, 003:	7,266.84	228,587.04	33,155.52	-195,431.52	249,303.00
Fund: 189 - #6 HUD LEAD GRANT/NOW STATE FUNDS ONLY					
Revenue	616.80	4,583.26	7,235.42	2,652.16	5,000.00
Expense	135.00	0.00	233.00	-233.00	0.00
Total Fund: 189 - #6 HUD LEAD GRANT/NOW STATE FUNDS ONLY:	481.80	4,583.26	7,002.42	2,419.16	5,000.00
Fund: 200 - GO BONDS DEBT FUND					
Revenue	2,749,364.05	6,832,511.18	7,173,848.53	341,337.35	7,453,649.00
Expense	6,684,920.00	7,038,181.15	7,676,715.30	-638,534.15	7,678,016.00
Total Fund: 200 - GO BONDS DEBT FUND:	-3,935,555.95	-205,669.97	-502,866.77	-297,196.80	-224,367.00
Fund: 300 - CIP COLLECTION FUND					
Revenue	80,677.10	665,999.40	726,049.33	60,049.93	726,545.00
Expense	16,539.72	757,206.89	694,459.39	62,747.50	826,044.00
Total Fund: 300 - CIP COLLECTION FUND:	64,137.38	-91,207.49	31,589.94	122,797.43	-99,499.00
Fund: 311 - RISE STREET GRANTS					
Revenue	0.00	462,681.12	322,654.52	-140,026.60	504,776.00
Expense	0.00	225,468.10	63,831.35	161,636.75	245,965.35
Total Fund: 311 - RISE STREET GRANTS:	0.00	237,213.02	258,823.17	21,610.15	258,810.65

Monthly Budget Report - Marshalltown

For Fiscal: 2024-2025 Period Ending: 05/31/2025

Account Typ...	May Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Fund: 312 - AIRPORT PROJECT FUND					
Revenue	149.36	411,357.76	83,788.64	-327,569.12	448,754.08
Expense	0.00	276,887.38	8,161.16	268,726.22	302,059.00
Total Fund: 312 - AIRPORT PROJECT FUND:	149.36	134,470.38	75,627.48	-58,842.90	146,695.08
Fund: 340 - BIKE PATH PROJECT FUND					
Revenue	0.00	483,774.39	14,876.00	-468,898.39	527,754.00
Expense	86,146.03	488,547.51	203,010.82	285,536.69	532,961.00
Total Fund: 340 - BIKE PATH PROJECT FUND:	-86,146.03	-4,773.12	-188,134.82	-183,361.70	-5,207.00
Fund: 341 - TREES FOREVER PROJECT					
Revenue	450.85	32,821.03	11,308.20	-21,512.83	35,805.00
Expense	8,063.00	36,666.63	21,522.47	15,144.16	40,000.00
Total Fund: 341 - TREES FOREVER PROJECT:	-7,612.15	-3,845.60	-10,214.27	-6,368.67	-4,195.00
Fund: 350 - GO BONDS CAPITAL PROJECTS					
Revenue	33.23	183.26	433.00	249.74	200.00
Total Fund: 350 - GO BONDS CAPITAL PROJECTS:	33.23	183.26	433.00	249.74	200.00
Fund: 355 - Dangerous & Dilapidated (included GO bonds)					
Revenue	690.98	18,338.76	18,736.82	398.06	20,010.00
Expense	1,880.00	172,147.36	27,269.23	144,878.13	187,800.00
Total Fund: 355 - Dangerous & Dilapidated (included GO bonds):	-1,189.02	-153,808.60	-8,532.41	145,276.19	-167,790.00
Fund: 363 - 2021 GO BONDS					
Revenue	15,094.08	863,200.58	623,549.52	-239,651.06	941,673.50
Expense	2,407.00	3,467,389.97	3,073,432.24	393,957.73	3,782,607.89
Total Fund: 363 - 2021 GO BONDS:	12,687.08	-2,604,189.39	-2,449,882.72	154,306.67	-2,840,934.39
Fund: 364 - 2022 GO BONDS					
Revenue	25,888.39	906,605.92	593,174.34	-313,431.58	989,025.00
Expense	957,147.69	6,936,743.55	2,800,950.54	4,135,793.01	7,567,357.35
Total Fund: 364 - 2022 GO BONDS:	-931,259.30	-6,030,137.63	-2,207,776.20	3,822,361.43	-6,578,332.35
Fund: 365 - 2023 GO BONDS					
Revenue	34,055.05	824,999.89	469,525.92	-355,473.97	900,000.00
Expense	0.00	571,770.65	17,500.00	554,270.65	623,750.00
Total Fund: 365 - 2023 GO BONDS:	34,055.05	253,229.24	452,025.92	198,796.68	276,250.00
Fund: 389 - AMERICAN RESCUE PLAN					
Expense	20,786.20	205,392.00	211,503.06	-6,111.06	224,064.00
Total Fund: 389 - AMERICAN RESCUE PLAN:	20,786.20	205,392.00	211,503.06	-6,111.06	224,064.00
Fund: 395 - ECONOMIC DEVELOPMENT PROJECT FUND					
Revenue	0.00	84,113.26	97,265.60	13,152.34	91,760.00
Total Fund: 395 - ECONOMIC DEVELOPMENT PROJECT FUND:	0.00	84,113.26	97,265.60	13,152.34	91,760.00
Fund: 610 - WATER POLLUTION CONTROL					
Revenue	2,091,625.09	7,154,379.76	5,834,545.83	-1,319,833.93	7,804,778.00

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For Fiscal: 2024-2025 Period Ending: 05/31/2025

Account Typ...	May Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Expense	2,091,625.09	7,153,530.78	5,834,545.83	1,318,984.95	7,804,778.00
Total Fund: 610 - WATER POLLUTION CONTROL:	0.00	848.98	0.00	-848.98	0.00
Fund: 611 - WPCP REVENUE					
Revenue	806,843.28	8,438,326.27	9,092,396.66	654,070.39	9,205,447.43
Expense	2,091,624.09	9,621,857.63	6,772,906.79	2,848,950.84	10,496,612.00
Total Fund: 611 - WPCP REVENUE:	-1,284,780.81	-1,183,531.36	2,319,489.87	3,503,021.23	-1,291,164.57
Fund: 614 - WPCP CAPITAL IMPROVEMENT RSRV					
Revenue	3,986.23	47,666.63	51,942.74	4,276.11	52,000.00
Total Fund: 614 - WPCP CAPITAL IMPROVEMENT RSRV:	3,986.23	47,666.63	51,942.74	4,276.11	52,000.00
Fund: 615 - WPCP PLANT & IMPROVEMENTS					
Revenue	1,828.09	5,606,744.88	4,142,193.28	-1,464,551.60	6,116,449.00
Expense	12,880.84	5,606,744.77	4,169,592.73	1,437,152.04	6,116,449.00
Total Fund: 615 - WPCP PLANT & IMPROVEMENTS:	-11,052.75	0.11	-27,399.45	-27,399.56	0.00
Fund: 616 - SANITARY SEWER REHAB PROJECT					
Revenue	0.00	1,284,006.13	413,818.47	-870,187.66	1,400,734.00
Expense	0.00	1,284,007.01	413,818.44	870,188.57	1,400,735.00
Total Fund: 616 - SANITARY SEWER REHAB PROJECT:	0.00	-0.88	0.03	0.91	-1.00
Fund: 617 - SANITARY SEWER NEW CONSTRUCTN					
Revenue	0.00	8,433.26	8,963.00	529.74	9,200.00
Total Fund: 617 - SANITARY SEWER NEW CONSTRUCTN:	0.00	8,433.26	8,963.00	529.74	9,200.00
Fund: 618 - WPCP INSURANCE RESERVE (WAS TORNADO)					
Revenue	675.97	96,341.63	106,852.42	10,510.79	105,100.00
Total Fund: 618 - WPCP INSURANCE RESERVE (WAS TORNADO):	675.97	96,341.63	106,852.42	10,510.79	105,100.00
Fund: 690 - TRANSIT OPERATING					
Revenue	30,696.36	1,137,703.93	942,732.03	-194,971.90	1,241,132.00
Expense	70,304.94	1,038,215.75	875,204.31	163,011.44	1,132,631.00
Total Fund: 690 - TRANSIT OPERATING:	-39,608.58	99,488.18	67,527.72	-31,960.46	108,501.00
Fund: 691 - TRANSIT INSURANCE RESERVE					
Revenue	85.59	1,375.00	1,115.25	-259.75	1,500.00
Total Fund: 691 - TRANSIT INSURANCE RESERVE:	85.59	1,375.00	1,115.25	-259.75	1,500.00
Fund: 740 - STORM SEWER UTILITY					
Revenue	135,990.10	1,388,736.14	1,479,582.55	90,846.41	1,514,985.00
Expense	566,804.58	1,555,243.58	1,330,049.90	225,193.68	1,696,857.00
Total Fund: 740 - STORM SEWER UTILITY:	-430,814.48	-166,507.44	149,532.65	316,040.09	-181,872.00
Fund: 741 - 2020A GO (was 20160 GO STORM WATER PROJ					
Revenue	0.00	397,234.64	0.00	-397,234.64	433,347.00
Expense	0.00	397,234.75	0.00	397,234.75	433,347.00
Total Fund: 741 - 2020A GO (was 20160 GO STORM WATER PROJ:	0.00	-0.11	0.00	0.11	0.00

Account Typ...	May Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Fund: 750 - COMPOSTING FACILITY					
Revenue	12,203.51	69,437.17	85,603.87	16,166.70	75,750.00
Expense	2,132.60	106,967.74	107,512.91	-545.17	116,698.00
Total Fund: 750 - COMPOSTING FACILITY:	10,070.91	-37,530.57	-21,909.04	15,621.53	-40,948.00
Fund: 760 - P&R CONCESSIONS ENTERPRISE					
Revenue	0.00	57,809.40	33,208.44	-24,600.96	63,090.00
Expense	325.00	47,674.55	45,837.56	1,836.99	52,019.00
Total Fund: 760 - P&R CONCESSIONS ENTERPRISE:	-325.00	10,134.85	-12,629.12	-22,763.97	11,071.00
Fund: 881 - OCCUPATIONAL INSURANCE ESCROW					
Revenue	13,412.07	0.00	161,670.57	161,670.57	0.00
Expense	1,864.56	0.00	54,781.09	-54,781.09	0.00
Total Fund: 881 - OCCUPATIONAL INSURANCE ESCROW:	11,547.51	0.00	106,889.48	106,889.48	0.00
Fund: 884 - GROUP HEALTH INSURANCE ESCROW					
Revenue	333,606.27	164,999.67	3,689,663.69	3,524,664.02	180,000.00
Expense	227,910.92	0.00	3,015,522.84	-3,015,522.84	0.00
Total Fund: 884 - GROUP HEALTH INSURANCE ESCROW:	105,695.35	164,999.67	674,140.85	509,141.18	180,000.00
Fund: 886 - WORKMAN'S COMP DEDUCTIBLE FUND					
Revenue	122.42	0.00	1,604.23	1,604.23	0.00
Expense	38.00	0.00	423.04	-423.04	0.00
Total Fund: 886 - WORKMAN'S COMP DEDUCTIBLE FUND:	84.42	0.00	1,181.19	1,181.19	0.00
Fund: 913 - 911 COMMISION					
Revenue	115,148.78	0.00	1,456,959.69	1,456,959.69	0.00
Expense	116,820.02	11,693.88	1,453,939.44	-1,442,245.56	12,757.00
Total Fund: 913 - 911 COMMISION:	-1,671.24	-11,693.88	3,020.25	14,714.13	-12,757.00
Report Total:	-7,339,573.06	-9,444,671.94	2,276,087.28	11,720,759.22	-10,312,205.58

Fund Summary

Fund	May Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
001 - GENERAL FUND	-137,379.87	5,943.41	-172,801.16	-178,744.57	0.00
010 - CASH FLOW RESERVE FUND	11,630.96	310,796.75	392,619.92	81,823.17	339,051.00
011 - INSURANCE DEDUCTIBLE RE	851.14	99,916.63	110,309.42	10,392.79	109,000.00
030 - CAPITAL RESERVE	0.00	115.39	0.00	-115.39	0.00
031 - CAPITAL RSRV-BLDG MAINT	-1,359.69	-121,669.35	8,685.35	130,354.70	-132,741.00
032 - CIP LARGE VEHICLE/EQUIPM	0.00	93,493.51	101,993.00	8,499.49	101,993.00
110 - ROAD USE TAX	304,943.73	1,006,971.02	2,087,642.47	1,080,671.45	1,098,504.00
111 - ROAD USE TAX INSURANCE	254.58	24,740.76	27,828.37	3,087.61	27,000.00
112 - EMPLOYEE BENEFITS FUND	342,960.30	-540,109.24	622,775.55	1,162,884.79	-589,210.00
117 - POLICE/FIRE RETIREMENT	142,942.39	90,120.91	345,685.80	255,564.89	98,314.00
119 - EMERGENCY FUND	2.84	-0.22	2.93	3.15	0.00
121 - LOCAL OPTION SALES TAX	-1,104,816.46	-1,544,079.35	-633,180.62	910,898.73	-1,684,497.00
125 - TAX INCREMENT FINANCING	-394,091.12	-58,175.37	366,546.53	424,721.90	-63,464.00
126 - TIF-LMI	27.87	8,654.14	8,553.21	-100.93	9,441.00
130 - CITY TORT LIABILITY	-72.25	-35,681.25	14,388.82	50,070.07	-38,925.00
132 - GRANTS-STATE/LOCAL AGE	0.00	223,602.50	-420.00	-224,022.50	243,930.00
133 - UNDESIGNATED FEDERAL G	-10,757.09	187,440.99	171,123.88	-16,317.11	204,481.00
140 - PARK & REC DONATION FUI	15,903.77	-44,839.08	416,591.03	461,430.11	-49,016.00
141 - MTOWN TENNIS ASSOC	10.28	137.50	133.94	-3.56	150.00
142 - SOFTBALL ASSOCIATION FU	-2,901.57	-8.91	-5,903.50	-5,894.59	-36.00
144 - LIVE HEALTHY IOWA	33.31	275.66	433.99	158.33	300.00
145 - TORNADO GENERAL	0.00	-263,874.38	-247,863.02	16,011.36	-287,863.00
149 - FEMA - WINDS	0.00	0.00	-1,208.03	-1,208.03	0.00
150 - LOCAL PD GRANTS	-29.15	-273.13	-1,499.90	-1,226.77	-298.00
151 - DEPT OF JUSTICE GRANTS	3,397.31	685.96	376.95	-309.01	745.00
152 - POLICE UNDESIGNATED GR.	-6,907.59	10,483.99	3,867.54	-6,616.45	11,403.00
153 - POLICE DEPT DONATION FL	1,105.13	-12,788.71	-2,011.78	10,776.93	-13,958.00
154 - AUTOMATED TRAFFIC ENFC	-135.00	130,999.88	-14,479.90	-145,479.78	142,901.00
156 - FIRE DEPT DONATION FUND	129.07	-31,292.36	-4,480.33	26,812.03	-34,140.00
160 - ECONOMIC DEVELOPMENT	195.51	-17,416.63	2,547.62	19,964.25	-19,000.00
161 - SURETY DEPOSITS/SUBDIVI	40.79	169.51	531.52	362.01	185.00
170 - LIBRARY DONATION FUND	-65,815.92	357,257.45	-5,824.13	-363,081.58	389,735.00
177 - SEIZED ASSETS (POLICE)	40.98	-412.61	-2,500.87	-2,088.26	-450.00
181 - #7 HUD LEAD GRANT	60,067.48	762.96	-120,107.96	-120,870.92	0.00
184 - VOUCHERS - 002, 003	7,266.84	228,587.04	33,155.52	-195,431.52	249,303.00
189 - #6 HUD LEAD GRANT/NOW	481.80	4,583.26	7,002.42	2,419.16	5,000.00
200 - GO BONDS DEBT FUND	-3,935,555.95	-205,669.97	-502,866.77	-297,196.80	-224,367.00
300 - CIP COLLECTION FUND	64,137.38	-91,207.49	31,589.94	122,797.43	-99,499.00
311 - RISE STREET GRANTS	0.00	237,213.02	258,823.17	21,610.15	258,810.65
312 - AIRPORT PROJECT FUND	149.36	134,470.38	75,627.48	-58,842.90	146,695.08

Monthly Budget Report - Marshalltown

For Fiscal: 2024-2025 Period Ending: 05/31/2025

340 - BIKE PATH PROJECT FUND	-86,146.03	-4,773.12	-188,134.82	-183,361.70	-5,207.00
341 - TREES FOREVER PROJECT	-7,612.15	-3,845.60	-10,214.27	-6,368.67	-4,195.00
350 - GO BONDS CAPITAL PROJEC	33.23	183.26	433.00	249.74	200.00
355 - Dangerous & Dilapidated (ir	-1,189.02	-153,808.60	-8,532.41	145,276.19	-167,790.00
363 - 2021 GO BONDS	12,687.08	-2,604,189.39	-2,449,882.72	154,306.67	-2,840,934.39
364 - 2022 GO BONDS	-931,259.30	-6,030,137.63	-2,207,776.20	3,822,361.43	-6,578,332.35
365 - 2023 GO BONDS	34,055.05	253,229.24	452,025.92	198,796.68	276,250.00
389 - AMERICAN RESCUE PLAN	-20,786.20	-205,392.00	-211,503.06	-6,111.06	-224,064.00
395 - ECONOMIC DEVELOPMENT	0.00	84,113.26	97,265.60	13,152.34	91,760.00
610 - WATER POLLUTION CONTRI	0.00	848.98	0.00	-848.98	0.00
611 - WPCP REVENUE	-1,284,780.81	-1,183,531.36	2,319,489.87	3,503,021.23	-1,291,164.57
614 - WPCP CAPITAL IMPROVEMI	3,986.23	47,666.63	51,942.74	4,276.11	52,000.00
615 - WPCP PLANT & IMPROVEM	-11,052.75	0.11	-27,399.45	-27,399.56	0.00
616 - SANITARY SEWER REHAB PF	0.00	-0.88	0.03	0.91	-1.00
617 - SANITARY SEWER NEW COM	0.00	8,433.26	8,963.00	529.74	9,200.00
618 - WPCP INSURANCE RESERVE	675.97	96,341.63	106,852.42	10,510.79	105,100.00
690 - TRANSIT OPERATING	-39,608.58	99,488.18	67,527.72	-31,960.46	108,501.00
691 - TRANSIT INSURANCE RESER	85.59	1,375.00	1,115.25	-259.75	1,500.00
740 - STORM SEWER UTILITY	-430,814.48	-166,507.44	149,532.65	316,040.09	-181,872.00
741 - 2020A GO (was 20160 GO S	0.00	-0.11	0.00	0.11	0.00
750 - COMPOSTING FACILITY	10,070.91	-37,530.57	-21,909.04	15,621.53	-40,948.00
760 - P&R CONCESSIONS ENTERP	-325.00	10,134.85	-12,629.12	-22,763.97	11,071.00
881 - OCCUPATIONAL INSURANCI	11,547.51	0.00	106,889.48	106,889.48	0.00
884 - GROUP HEALTH INSURANCI	105,695.35	164,999.67	674,140.85	509,141.18	180,000.00
886 - WORKMAN'S COMP DEDUC	84.42	0.00	1,181.19	1,181.19	0.00
913 - 911 COMMISSION	-1,671.24	-11,693.88	3,020.25	14,714.13	-12,757.00
Report Total:	-7,339,573.06	-9,444,671.94	2,276,087.28	11,720,759.22	-10,312,205.58



**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: June 23, 2025
Re: Resolution Authorizing the Use of \$5,000 in Council-Designated Local Option Sales Tax for the Marshalltown July 4, 2025, Fireworks Display

Strategic Plan Objective:

N/A

Recommended:

Staff recommend approval since Council approved the expenditure as part of the FY25 budget.

Budget Impact:

\$5,000 was approved for fireworks during the budget cycle to be paid out of Local Option Sales Tax.

Description/Background:

This resolution sets out the rationale for how the public will benefit from the fireworks display. The payment will be made payable to MEDIC, which is the charitable contribution organization of the Marshalltown Area Chamber of Commerce. The payment will help to partially pay for the fireworks, which is estimated at \$20,000.

Attachments:

1. 2025-06-23_2025-124_Resolution Approving Allocation to Fireworks Display

**RESOLUTION AUTHORIZING THE USE OF \$5,000 IN COUNCIL-
DESIGNATED LOCAL OPTION SALES TAX FOR THE MARSHALLTOWN
4TH OF JULY FIREWORKS DISPLAY**

WHEREAS, the Marshalltown hosts a 4th of July festival annually which provides fun, safe activities for the residents of Marshalltown and surrounding communities; and

WHEREAS, the 4th of July Fireworks Committee has requested the City of Marshalltown provide financial support for the annual fireworks display.

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

Section 1. That \$5,000 in Council-Designated Local Option Sales Tax is hereby approved to support the purchase of fireworks for the annual 4th of July 2025 community celebration and paid in fiscal year 2025.

Section 2. Funds will be paid to MEDIC to help pay for the fireworks;

Section 3. The Marshalltown Red, White & Blue Celebration (formerly the Marshalltown Fireworks Committee) will provide the city a paid invoice from the fireworks company.

Passed this 23rd day of June 2025, and signed this ____ day of June 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: Alicia Hunter, City Clerk
Meeting Date: June 23, 2025
Re: Resolution Allowing Open Containers on Designated Public Ways for the Marshalltown's Red, White & Blue Celebration Public Event on July 3, 2025

Strategic Plan Objective:

Partner with citizens, for-profit, non-profit, and others to improve the 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.

The Marshalltown Red, White & Blue Celebration is hosting a community-wide event on July 3, 2025 and has requested the ability to have open containers on public ways on 13th Street for a car cruise in and concert in the park. The Friends of the Orpheum will be the liquor license holder for the event, allowing alcohol in the barricaded area on 13th Street from Summit Street to Fremont Street and in West End Park. A public use permit will be issued for this event.

Attachments:

1. 2025-06-23_2025-125_Resolution Approving Alcohol Public Way-Car Cruise In

**RESOLUTION ALLOWING OPEN CONTAINERS ON DESIGNATED PUBLIC
WAYS FOR THE MARSHALLTOWN'S RED, WHITE & BLUE CELEBRATION
PUBLIC EVENT ON JULY 3, 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, the organizers of Marshalltown’s Red, White & Blue Celebration has requested the ability to close 13th Street from Summit Street to Fremont Street to hold the Car Cruise In and Live After Five concert event on July 3, 2025, where Friends of the Orpheum will be the liquor license holder for the event serving alcohol in the barricaded area and West End Park; 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 Marshalltown’s Red, White & Blue Celebration on July 3, 2025 is granted an exemption to allow for open containers in a public way.

Passed this 23rd day of June 2025 and signed this _____ day of June 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: June 23, 2025
Re: Resolution Approving a Tourism and Promotional Services Contract with
Marshalltown Area Chamber of Commerce

Strategic Plan Objective:

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

Recommended:

Staff recommends approval.

Budget Impact:

In return for the services detailed in the agreement, the City will dedicate 56% of all hotel/motel tax revenue collected. The projected hotel/motel tax revenue for FY26 is \$625,000.

Description/Background:

The Marshalltown Area Chamber of Commerce presented a draft of the contract at the June 9 City Council meeting, and the City Council voted to move the contract forward for formal consideration. The contract provides the Chamber with 56% of the total hotel/motel tax revenue in exchange for tourism and promotional services. The proposed contract includes several metrics as requested by the Council, and the proposed contract length is three years. The Hotel/Motel tax has been a shared revenue with the Chamber of Commerce since its inception by referendum in 1971.

Attachments:

1. Resolution approving tourism agreement with Chamber
2. Hotel-Motel Tax Contract 2025

**A RESOLUTION APPROVING A TOURISM AND PROMOTIONAL SERVICES
CONTRACT BETWEEN THE CITY OF MARSHALLTOWN AND THE
MARSHALLTOWN AREA CHAMBER OF COMMERCE**

WHEREAS, the City of Marshalltown (City) desires to continue efforts to promote and develop tourism, events, and community vibrancy through a formal partnership with the Marshalltown Area Chamber of Commerce (Chamber);

WHEREAS, the Chamber has provided tourism and promotional services in partnership with the City through the use of Hotel/Motel Tax revenues since the tax was enacted by referendum in 1971;

WHEREAS, the Chamber has proposed to continue providing services under a new three-year agreement beginning July 1, 2025, through June 30, 2028;

WHEREAS, under the terms of the proposed agreement, the City will dedicate 56 percent of all Hotel/Motel Tax revenue collected in return for tourism-related services, including convention support, event coordination, marketing, hospitality materials, and performance reporting;

WHEREAS, the proposed contract includes performance expectations and metrics as requested by the City Council, including quarterly reports and twice-yearly presentations;

WHEREAS, the Council has reviewed the proposed agreement and finds it to be in the best interest of the community to continue this partnership;

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

Section 1. The City of Marshalltown hereby approves the Agreement for Tourism and Promotional Services with the Marshalltown Area Chamber of Commerce as presented.

Section 2. The Mayor is authorized to execute the Agreement on behalf of the City, and the City Clerk is authorized to attest to the same.

Section 3. The City Administrator is authorized to take all actions necessary to implement the provisions of the Agreement, including coordinating reporting and payment processes.

Passed this 23rd day of June 2025, and signed this ____ day of June 2025.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

AGREEMENT FOR TOURISM AND PROMOTIONAL SERVICES WITH THE MARSHALLTOWN AREA CHAMBER OF COMMERCE

WHEREAS, the City of Marshalltown (hereinafter referred to as “City”) desires to enter into a contract to provide tourism and promotional services which effectively promote and develop the visitor experience to Marshalltown as well as services that encourage residents to attend and support community events; and

WHEREAS, the Marshalltown Area Chamber of Commerce (hereinafter referred to as “Chamber”) is capable of providing the services desired.

NOW THEREFORE BE IT RESOLVED, the parties agree to the following:

1. Scope of Work

The following scope of services are necessary and appropriate to promote and develop the visitor experience to Marshalltown:

a. Convention and Meeting Support Services

The Chamber will actively recruit, coordinate, and support conventions, meetings, and conferences hosted in Marshalltown, providing assistance to local and visiting organizations to ensure positive visitor experiences and optimize hotel stays.

b. Community Event Planning and Coordination

The Chamber will coordinate with local and external organizations to plan, promote, and assist with events that attract visitors and residents, driving hotel occupancy and community vibrancy.

c. Marketing Plan and Campaign

The Chamber will design, implement, and manage a comprehensive marketing plan to promote Marshalltown as a destination. The plan will utilize diverse media formats including television, radio, social media, digital marketing, magazines, and billboards.

d. Hospitality and Marketing Materials

The Chamber will create, maintain, and distribute hospitality materials (visitor guides, maps, brochures, etc.) to support tourism and convention efforts.

e. Strengthen Relationships with State and Regional Tourism Organizations

The Chamber will engage actively with state-level and regional tourism organizations, such as Iowa Tourism Office, Travel Iowa, and regional tourism groups, to strengthen Marshalltown's presence and leverage additional resources.

f. Community Calendar and Electronic Message Board

The Chamber will continue to provide a Community Calendar in an online and mobile-accessible format and manage and operate the community's electronic message board, ensuring it promotes key events and activities.

2. Fee for Scope of Work

In return for the services detailed above, the City of Marshalltown shall dedicate 56 percent of all Hotel/Motel Tax revenue collected. Payments will be made quarterly, during the month following the City's receipt of Hotel/Motel Tax revenues from the Iowa Department of Revenue.

3. Reporting

The Chamber shall provide:

Quarterly Reports to City Council including:

- Hotel Occupancy Rates and Average Daily Rate (ADR) metrics
- Lodging revenue trends
- Festival/event impact reporting using Placer.AI (including year-over-year comparisons)
- Reporting on events/conferences sponsored or assisted (using Placer.AI data where possible or via event organizer reporting)
- Marketing Metrics (TV, Social Media, Radio, Billboards, Magazines, Digital, etc.)
- Hotel/Motel Tax payout review
- Summary of Capital Improvements Supported
- Expense reports related to the Scope of Work

Two Presentations Annually to City Council:

- Summarizing quarterly reports
- Highlighting key outcomes and initiatives

Annual Submissions:

- Formal Marketing Plan filed with the City by September 1st each year
- Annual report on corporate travel contacts and outreach
- Summary of Hotelier Roundtables held (minimum quarterly)

The City and Chamber agree to continue collaborating on the development of additional performance measures as needed.

4. Duration of Agreement

This Agreement shall commence on July 1, 2025, and shall continue for a period of three (3) years, expiring on June 30, 2028, unless earlier terminated as provided herein.

5. Amendment and Termination

This agreement may be terminated by either party by giving written notice only upon a finding of gross mismanagement or misappropriation of funds. In the event the Hotel/Motel Tax is terminated by vote of the residents of the City of Marshalltown, Iowa, or by action of the Iowa Legislature, this agreement shall terminate ninety (90) days after receipt of the last tax revenues, or sooner if State law so provides.

6. Assignability

The Chamber shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement without prior written approval of the City.

7. Hold Harmless

By execution of this Agreement, the Chamber agrees to indemnify and hold harmless the City from any liability whatsoever arising under the terms of this Agreement and shall defend the City from any such claims, including payment of attorney fees and related costs.

8. Growth and Organizational Development

Recognizing the importance of strengthening Marshalltown's tourism economy, the Chamber may request adjustments to the funding formula based on demonstrated organizational growth, expanded programming, or significant new tourism initiatives, subject to City Council approval.

9. Insurance

The Chamber shall maintain all necessary insurance coverage for Workers' Compensation, liability, errors and omissions and any other coverage necessary to provide the Scope of Work.

10. Force Majeure

Neither party shall be held liable for failure to perform its obligations under this Agreement when such failure is caused by acts of God, natural disasters, acts of government, war, labor disputes, or other causes beyond the reasonable control of the parties.

Approved and signed this _____ day of _____, 2025.

MARSHALLTOWN AREA CHAMBER OF
COMMERCE

CITY OF MARSHALLTOWN, IOWA

Damon Morrison, Board Chair

Joel T.S. 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: Carol Webb, City Administrator
Meeting Date: June 23, 2025
Re: Resolution Approving an Economic Development Grant Match Agreement between the City of Marshalltown and CO2 Refrigeration Systems

Strategic Plan Objective:

Expand and improve development within the community

Recommended:

Staff recommends approval.

Budget Impact:

There is no new fiscal impact. This agreement confirms the previously approved funding and terms, with funding sourced from Fund 160 – Economic Development Gift Fund.

Description/Background:

The City Council previously approved Resolution 2024-050 on March 11, 2024, supporting CO2 Refrigeration Systems' application for the Iowa High Quality Jobs Program and authorizing the use of \$20,000 in council-designated Local Option Sales Tax as the local match.

On August 12, 2024, the City Council approved Resolution 2024-178, changing the funding source for the \$20,000 local match to Fund 160 – Economic Development Gift Fund. This fund was originally established to support startup companies and currently has over \$57,000 in available resources.

CO2 Refrigeration Systems is a new manufacturer located in Marshalltown and is projected to create 48 new full-time equivalent jobs by March 31, 2027, each with a starting wage of at least \$22.50 per hour and full health insurance coverage. The agreement also requires those jobs to be retained through March 31, 2029. A repayment provision allows the City to prorate and recover the grant funds if the job commitments are not met.

Attachments:

1. CO2 Refrigeration Systems Economic Development Grant Agreement 06.25-Final
2. Resolution approving CO2 Grant Match Agreement

**AGREEMENT FOR ECONOMIC DEVELOPMENT GRANT MATCH
BY AND BETWEEN THE CITY OF MARSHALLTOWN, IOWA
AND CO2 REFRIGERATION SYSTEMS**

This Agreement (“Agreement”) is entered into as of this 11 day of June, 2025, by and between the **City of Marshalltown, Iowa, (“CITY”)** a municipal corporation organized and existing under the laws of the State of Iowa, and **CO2 Refrigeration Systems, (“Company”)** an Iowa business entity.

1. Grant Match Award

The City agrees to provide a grant match in the amount of Twenty Thousand Dollars (\$20,000) to the Company, funded through the Economic Development Gift Fund, as a local match in support of the Company’s participation in the State of Iowa High Quality Jobs Program.

2. Job Creation and Retention Requirements

The Company agrees to:

- Create no fewer than forty-eight (48) full-time equivalent jobs in Marshalltown, Iowa, on or before March 31, 2027 (“Job Creation Date”) with a starting wage of at least \$22.50/hour with a benefits package that pays 100% of the insurance premium for individuals or families if the employee elects coverage.
- Retain said jobs continuously through at least March 31, 2029 (“Retention Period”).

Jobs must meet the eligibility criteria under the Iowa High Quality Jobs Program and be located at the Company’s Marshalltown facility.

3. Repayment Provision

If the Company fails to meet the job creation or retention requirements stated in Section 2 of this Agreement, the City may, at its sole discretion, require repayment of all or a portion of the grant match funds. The amount subject to repayment shall be prorated based on the percentage of job commitments not fulfilled or maintained as of March 31, 2027.

Repayment must occur within 90 days of the City providing written notice of default and repayment demand.

4. Reporting

The Company shall provide the City with an annual written report documenting the number and type of jobs created and retained under this Agreement, starting on March 31, 2026, and continuing through March 31, 2029. In addition, a copy of the Company’s quarterly unemployment return for March of each year, including the list of employee names and wages paid, must be submitted to the City by April 30, 2026 and continuing through April 30, 2029.

5. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa.

6. Entire Agreement

This document contains the entire agreement between the parties and supersedes any prior written or oral agreements regarding the subject matter herein.

7. Termination

The City may give a 30-day notice of termination to the Company if progress is not being made. The company may give a 30-day notice of termination of this agreement and return the \$20,000 if it will be unable to meet the above targets or does not want to provide the information requested.

8. Authority to Execute

Each party represents that the person executing this Agreement has full authority to bind the respective party to the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below.

CITY OF MARSHALLTOWN, IOWA

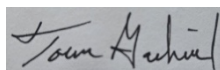
By:

Joel Greer, Mayor

Date: _____

CO2 REFRIGERATION SYSTEMS

By: Tom Gabriel - VP Operations



_____, CO2 Refrigeration Systems

Date: __11 June 2025_____

ATTEST:

Alicia Hunter, City Clerk

**RESOLUTION APPROVING AN ECONOMIC DEVELOPMENT GRANT MATCH
AGREEMENT BETWEEN THE CITY OF MARSHALLTOWN AND CO2
REFRIGERATION SYSTEMS**

WHEREAS, the City Council adopted Resolution 2024-050 on March 11, 2024, supporting the application of CO2 Refrigeration Systems to the Iowa Economic Development Authority High Quality Jobs Program and authorizing a \$20,000 local match; and

WHEREAS, the City Council adopted Resolution 2024-178 on August 12, 2024, changing the funding source of the local match from the Local Option Sales Tax Fund to the Economic Development Gift Fund; and

WHEREAS, the City has negotiated a Grant Match Agreement with CO2 Refrigeration Systems to formalize the terms of the \$20,000 local match, which includes job creation, retention, reporting, and repayment provisions; and

WHEREAS, the City Council finds it in the best interest of the community to support business development and job creation through this agreement;

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

Section 1. The City Council hereby approves the Economic Development Grant Match Agreement between the City of Marshalltown and CO2 Refrigeration Systems in the amount of \$20,000.

Section 2. The Mayor is authorized to execute the agreement and any related documents necessary to carry out this action.

Passed this 23rd day of June 2025, and signed this ____ day of June 2025.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, CMC, City Clerk



**MARSHALLTOWN
MORE THAN EVER**

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

To: Mayor and City Council
From: Heather Thomas, Public Works Director
Meeting Date: June 23, 2025
Re: Resolution Declaring Certain Property, Being Assets #4991 & #6421, Surplus Property and Authorizing Sale and Disposal thereof from the Street Division of the Public Works Department

Strategic Plan Objective:

None of the Top or High Priority Goals identified in the 2025 Strategic Plan are related to this item. However, maintaining equipment necessary to mow roadsides and levee is required to perform our jobs.

Recommended:

Recommend authorizing this used equipment, Assets 4991 & 6421, be declared surplus.

Budget Impact:

We propose that the sale proceeds of these assets be deposited into the Fund that originally funded the purchase, the Road Use Tax Fund (Fund 110).

Description/Background:

We have been using a 6-ft and a 9-ft disc mower (offset, rear PTO/3 pt) that are at or over 20-years old:

- Asset #4991 - 1999 JF disc mower, 3 pt, 9' cut
- Asset #6421 - 2005 Land Pride 37 Series disc mower - 3 pt, 6' cut

When repairs are needed, we are unable to get parts and have needed to have custom parts machined to make repairs.

We utilize these mowers primarily on roadside ditches and the levee system that supplement our pull behind batwing mower. Our batwing mower is 20-ft at full fold-out width. The offset disc mowers allow us to reach offset where we cannot drive to mow/trim grass, weeds, and small vegetation. As part of our FY25 CIP, we purchased a new disc mower with a 10.5-ft offset cutting width, which will allow us to extend out the furthest of any of our equipment. This is particularly important along our levee system, where we have drainage ways that we cannot

drive close enough to keep vegetation down. The USACE requires us to keep that vegetation down, which in many cases is manual hand labor outside of what we are able to reach with equipment.

We would look to dispose of our existing two through GovDeals.

Attachments:

1. Resolution Declaring Property Surplus-Street Mowers

RESOLUTION DECLARING CERTAIN PROPERTY, BEING ASSETS #4991 AND #6421, SURPLUS PROPERTY AND AUTHORIZING SALE AND DISPOSAL THEREOF FROM THE STREET DIVISION OF THE PUBLIC WORKS 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>
#4991	1999 JF Disc Mower, S/N #1902
#6421	2005 Land Pride 37 Series Disc Mower, S/N #441337

Passed this 23rd day of June 2025, and signed this _____ day of June 2025.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, CMC, City Clerk



**MARSHALLTOWN
MORE THAN EVER**

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

To: Mayor and City Council
From: Heather Thomas, Public Works Director
Meeting Date: June 23, 2025
Re: Resolution Approving Engineer's Certificate of Completion and Accepting Con-Struct, Inc, for the State Street Reconstruction Project #STR21004

Strategic Plan Objective:

One of the "High Priority" Goals established included:

1. Continue Implementing Downtown Master Plan

Recommended:

Staff recommends approval of final completion for the State Street project and authorize release of retainage following 30 days of no claims following acceptance of completion.

Budget Impact:

This capital project was sufficiently funded. following numbers are shown as a FYI to understand project costs and where funding is coming from:

State Street Construction Costs:

Change Order #17	\$ (228,643.10)	
Change Order #16	\$ 24,162.70	
Change Order #15	\$ 4,434.17	
Change Order #14	\$ 307,484.00	
Change Order #13	\$ -	
Change Order #12	\$ (61,364.00)	
Change Order #11	\$ 4,847.44	
Change Order #10	\$ 4,423.60	
Change Order #9 (deduct)	\$ (24,608.04)	
Change Order #8 (deduct)	\$ (713.45)	
Change Order #7 (deduct)	\$ (59,271.38)	
Change Order #6 (deduct)	\$ (33,885.00)	
Change Order #5	\$ 6,661.00	
Change Order #4	\$ 4,230.00	

Change Order #3	\$ 1,432.50	
Change Order #2 (deduct)	\$ (16,545.60)	
Change Order #1 (deduct)	\$ (15,006.00)	
Construction Base	\$ 6,062,985.50	Con-Struct, Inc.
	\$ 5,980,624.34	SUBTOTAL
less Parking Lot Funded Portion (CO14 & 16)	\$ (331,646.70)	
	\$ 5,648,977.64	TOTAL

Funding Sources (State Street)

2021 GO Bond	\$ 2,575,918.00	<i>*See Note 1</i>
ARPA	\$ 2,461,741.00	
Sanitary Sewer Enterprise Fund	\$ 394,350.00	
MWW	\$ 500,000.00	<i>Project Contribution</i>
MWW - Extra	\$ 12,323.50	<i>Extra (Valves/Breaks)</i>
City Fund 030 CIP Fund	\$ 25,000.00	<i>Partial Carnegie Drain Tile</i>
Rebuild Marshalltown Grant	<u>\$ 40,000.00</u>	<i>Class of 69 – Tree Fund</i>
	\$ 6,009,332.50	TOTAL

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

Description/Background:

The Contractor has completed all requirements of this construction contract, submitted necessary records, and the Engineer is recommending accepting this construction contract as complete.

The Contractor completed the project within the contract completion provisions.

The project completion dates are:

- Substantial Completion: November 7, 2024
- Engineer's Notice of Final Acceptance & Certificate of Completion: June 17, 2025
- Council Approval of Completion: June 23, 2025

The substantial completion certificate indicates the date at which the project was sufficiently complete so that the work can be utilized for the purposes for which it was intended and also the date when the warranty/bond period begins. This was within the time of completion allowed by the construction contract, as amended. There is a 4-year warranty bond that is in effect until 4 years after project substantial completion (November 6, 2028).

With the Council's approval this evening of completion. Pending no claims, the city may release project retainage that was held after 30 days, but no later than 40 days from today's date.

Attachments:

1. Resolution Approving Eng Certificate Completion State St STR21004
2. STR21004 State Street Certificate of Completion

**RESOLUTION APPROVING ENGINEER'S CERTIFICATE OF COMPLETION AND
ACCEPTING CON-STRUCT, INC FOR THE STATE STREET RECONSTRUCTION
PROJECT #STR21004**

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

WHEREAS, said project has been completed by Con-Struct, Inc, pursuant to the plans and specifications all as is set forth in the Final Acceptance and Certificate of Completion covering said project.

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

Section 1. That the labor and material for the State Street Reconstruction Project, being project #STR21004, is hereby accepted pursuant to the Engineer's Final Acceptance and Certificate of Completion and the City Clerk is hereby authorized and directed to do all things necessary to complete the contract with Con-Struct, Inc, including the payment of the items called for in said contract and Certificate of Completion.

Passed this 23rd day of June 2025 and signed this _____ day of June 2025.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, CMC, City Clerk

**FINAL ACCEPTANCE
AND
CERTIFICATE OF COMPLETION**

State Street Reconstruction
City of Marshalltown, Iowa

Con-Struct, Inc.
1710 East Main Street
Marshalltown, IA 50158

I hereby declare that this project has been completed in substantial compliance with the plans, specifications, contract documents, and change orders governing this project and recommend that the work completed be accepted by the Owner, with the following exceptions and conditions:

Exceptions – None

The undersigned accepts the work constructed under the conditions and guarantee of the contract with the exceptions noted above.

The final contract amount is \$5,980,624.34

Dated this 17 th of June 2025
--

Recommended by Project Engineer, Bolton & Menk, Inc.

By Gregory Broussard

Gregory A. Broussard, Project Engineer

Accepted by Owner, City of Marshalltown

By _____

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: June 23, 2025
Re: Resolution Approving Contract Change Order #16 for the State Street Reconstruction Project, #STR21004, an Increase of \$24,162.70

Strategic Plan Objective:

One of the “High Priority” Goals established included:

1. Continue Implementing Downtown Master Plan

Recommended:

Staff recommends approval of Change Order #16 related to Con-Struct’s portion of the Parking Lot being officially change ordered into the State Street 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:

Parking Lot T Pavement Construction Costs:

Base (STR21004 CO #14)	\$ 307,484.00	Con-Struct, Inc.
Light Pole Bases (Material)	\$ 3,020.00	Iowa Base Inc.
Set Pole, Bases, & Reset Tornado Siren	\$ 5,138.00	Van Maanen Electric, Inc
Light Poles & Heads (Material)	\$ 24,343.42	Crescent Electric Supply
Siren OH to UG Conversion	\$ 1,610.53	Alliant Energy
Meter Sckt, Conduit & Wire (Material)	\$ 2,264.89	Various
Coliseum Alley Lighting	\$ 1,078.22	Various
Parking Lot Bollard & Signs	\$ 855.37	Various
Abandon San Sew Materials	\$ 720.00	CTI (Materials Only)
Landscaping (Plant/Tree Material)	\$ 1,930.60	Atticus
Landscaping (Fabric/Rubber Mulch)	\$ 10,223.58	Various
Pavement Marking (Temp)	\$ 1,487.00	Mid-Iowa Enterprises
Parking Lot J Concrete Repair	\$ 1,753.48	CTI (Materials Only)
Design Drafting	\$ 1,575.00	Bolton & Menk

Landscaping (Planter Pots)	<i>tbd</i>	<i>tbd</i>
PLT 23-003 CO1	\$ 30,283.60	Con-Struct, Inc.
PLT 23-003 CO2 (deduct)	\$ (6,120.90)	Con-Struct, Inc.
	\$ 387,646.79	TOTAL

State Street Construction Costs:

Change Order #16	\$ 24,162.70	
Change Order #15	\$ 4,434.17	
Change Order #14	\$ 307,484.00	
Change Order #13	\$ -	
Change Order #12	\$ (61,364.00)	
Change Order #11	\$ 4,847.44	
Change Order #10	\$ 4,423.60	
Change Order #9 (deduct)	\$ (24,608.04)	
Change Order #8 (deduct)	\$ (713.45)	
Change Order #7 (deduct)	\$ (59,271.38)	
Change Order #6 (deduct)	\$ (33,885.00)	
Change Order #5	\$ 6,661.00	
Change Order #4	\$ 4,230.00	
Change Order #3	\$ 1,432.50	
Change Order #2 (deduct)	\$ (16,545.60)	
Change Order #1 (deduct)	\$ (15,006.00)	
Construction Base	\$ 6,062,985.50	Con-Struct, Inc.
	\$ 6,209,267.44	SUBTOTAL
less Parking Lot Funded Portion (CO14 & 16)	\$ (331,646.70)	
	\$ 5,877,620.74	TOTAL

Funding Sources (Parking Lot T)

2022 GO Bond	<u>\$480,967.25</u>
	\$480,967.25 TOTAL

-

Funding Sources (State Street)

2021 GO Bond	\$ 2,575,918.00	<i>*See Note 1</i>
ARPA	\$ 2,461,741.00	
Sanitary Sewer Enterprise Fund	\$ 394,350.00	
MWW	\$ 500,000.00	<i>Project Contribution</i>
MWW - Extra	\$ 12,323.50	<i>Extra (Valves/Breaks)</i>
City Fund 030 CIP Fund	\$ 25,000.00	<i>Partial Carnegie Drain Tile</i>

Rebuild Marshalltown Grant	<u>\$ 40,000.00</u>	<i>Class of 69 – Tree Fund</i>
	\$ 6,009,332.50	TOTAL

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

Description/Background:

The concrete construction portion of the Parking Lot T project (PLT23003) was change ordered into the State Street Reconstruction project via Change Order #14. During the course of construction and through completion, management of construction was performed with City staff in house under PLT23003. This change order #16 takes the final Parking Lot T concrete work and formalizes those previously approved change orders from PLT23003 within the State Street contract, STR21004. This is essentially administrative paperwork for long term project records.

Attachments:

1. Resolution Change Order 16 State St STR21004
2. Change Order 16 State St STR21004
3. Change Order 16 - supporting docs_State St STR21004

RESOLUTION APPROVING CONTRACT CHANGE ORDER #16, AN INCREASE OF \$24,162.70, FOR THE STATE STREET RECONSTRUCTION PROJECT #STR21004

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

WHEREAS, an increase is requested for items.

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

Section 1. That the contract Change Order #16 for the State Street Reconstruction Project #STR21004, in the amount of an increase of \$24,162.70 is hereby accepted and approved.

Passed this 23rd day of June 2025, and signed this _____ day of June 2025.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk



Bolton & Menk

Change Order Details

Marshalltown - State Street

Description	State Street Reconstruction from 3rd Ave to 3rd Street
Prime Contractor	CONSTRUCT, INC.
Change Order	16
Status	Approved
Date Created	03/19/2025
Type	Local Funding
Summary	Change Order 16: Parking Lot T Reconstruction Adjustments
Change Order Description	Change order 16 includes adding scope related to replacing pavement on 104 N Center St in exchange for a permanent parking easement for the southern 21-feet of their property for use as inclusion in the city's public parking lot T. This also includes extra scope related to removing unsuitable materials in the new item, "unclassified excavation". Change order 16 also includes final quantities for relevant parking lot T reconstruction items based on surveyed area of new pavement and coordination of break lines with the rest of the State Street Reconstruction project. Parking lot T reconstruction items were paid out by the City of Marshalltown with a payment application outside of Appia but are still being added to the project for administrative purposes.
Awarded Project Amount	\$6,062,985.50
Authorized Project Amount	\$6,185,104.74
Change Order Amount	\$24,162.70
Revised Project Amount	\$6,209,267.44

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 1 - Description									
10001	13019-108-A	SY	\$3.000	3,741.000	\$11,223.00	70.000	\$210.00	3,811.000	\$11,433.00
'SQUARE YARD' ITEM: PARKING LOT SUBGRADE PREPARATION, 6 INCH									
10002	13019-108-A	SY	\$3.000	3,741.000	\$11,223.00	70.000	\$210.00	3,811.000	\$11,433.00
'SQUARE YARD' ITEM: PARKING LOT SUBGRADE TREATMENT, TRIAX GEOGRID									
10003	13019-108-A	SY	\$7.000	56.000	\$392.00	55.000	\$385.00	111.000	\$777.00
'SQUARE YARD' ITEM: PARKING LOT SIDEWALK SUBBASE, MODIFIED, 4 INCH									
10004	13019-108-A	SY	\$10.000	3,741.000	\$37,410.00	70.000	\$700.00	3,811.000	\$38,110.00
'SQUARE YARD' ITEM: PARKING LOT SUBBASE, MODIFIED, 6 INCH									
10005	13019-108-A	SY	\$52.000	3,387.000	\$176,124.00	308.000	\$16,016.00	3,695.000	\$192,140.00
'SQUARE YARD' ITEM: PARKING LOT PAVEMENT, PCC, 6 INCH									
10006	13019-108-A	SY	\$7.000	98.000	\$686.00	3.000	\$21.00	101.000	\$707.00
'SQUARE YARD' ITEM: PARKING LOT REMOVAL OF SIDEWALK									
10007	13019-108-A	SY	\$55.000	51.000	\$2,805.00	50.000	\$2,750.00	101.000	\$5,555.00
'SQUARE YARD' ITEM: PARKING LOT SIDEWALK, PCC, 5 INCH									
10008	13019-108-A	SY	\$7.000	3,440.000	\$24,080.00	320.100	\$2,240.70	3,760.100	\$26,320.70
'SQUARE YARD' ITEM: PARKING LOT PAVEMENT REMOVAL									
10009	13009-108-A	LF	\$100.000	3.000	\$300.00	3.000	\$300.00	6.000	\$600.00
'LINEAR FEET' ITEM: PARKING LOT STORM SEWER, TRENCHED, RCP, 24 INCH									

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
10010	13009-108-A	LF	\$18.000	227.000	\$4,086.00	-122.000	-\$2,196.00	105.000	\$1,890.00
'LINEAR FEET' ITEM: PARKING LOT SUBDRAIN, PVC, 6 INCH									
10011	13009-108-A	LF	\$35.000	135.000	\$4,725.00	35.000	\$1,225.00	170.000	\$5,950.00
'LINEAR FEET' ITEM: PARKING LOT CURB AND GUTTER, PCC, 6 INCH									
10012	13005-108-A	EACH	\$1,000.000	2.000	\$2,000.00	-2.000	-\$2,000.00	0.000	\$0.00
'EACH' ITEM: PARKING LOT SUBDRAIN CLEANOUT, TYPE A-1, 6 INCH									
10017	13003-108-A	CY	\$15.000	412.000	\$6,180.00	53.400	\$801.00	465.400	\$6,981.00
'CUBIC YARDS' ITEM: PARKING LOT EXCAVATION, CLASS 13									
10019	13010-108-A	LS	\$2,500.000	1.000	\$2,500.00	0.000	-\$2,500.00	1.000	\$0.00
'LUMP SUM' ITEM: ASHALT MILLING TRANSITION									
14 items			Totals		\$283,734.00		\$18,162.70		\$301,896.70

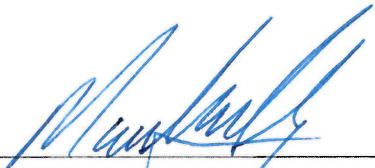
New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 1 - Description					
CO1-1	0000-999-J	LS	1.000	\$5,600.000	\$5,600.00
'LUMP SUM' ITEM: UNCLASSIFIED EXCAVATION					
CO1-2	0000-999-J	LS	1.000	\$400.000	\$400.00
'LUMP SUM' ITEM: ROOF DRAIN CONNECTION FITTINGS					
2 items					Total: \$6,000.00

Attachments

Document	Name	Description	Submission Date
PLT_23-003_Change_Order_1_to_council.pdf	PLT 23-003 Change Order 1_to council.pdf		03/19/2025 03:18 PM CDT
PLT_23-003_Change_Order_2_to_council.pdf	PLT 23-003 Change Order 2_to council.pdf		03/19/2025 03:18 PM CDT
PLT_23-003_Pay_Application_3_to_Council.pdf	PLT 23-003 Pay Application 3_to Council.pdf		03/20/2025 10:30 AM CDT
3 attachments			

Signatures

Agreed -  Date: 6/12/25
Contractor

Recommended -  Date: 6/16/2025
Project Engineer

Approved - _____ Date: _____
City

CITY OF MARSHALLTOWN, IOWA

CERTIFICATE OF COMPLETION AND FINAL ACCEPTANCE WORK

CONTRACTOR: Con-Struct Inc. PROJECT NO.: PLT 23-003

ADDRESS: 1710 E. Main St., Marshalltown, IA. 50158

SURETY & BOND: Change Order into State Street Reconstruction Project (STR 21-004)

KIND OF WORK: Parking Lot Pavement Replacement

DATE OF COUNCIL ACCEPTANCE OF COMPLETION: December 9th, 2024

This is to certify that the work covered by the contract with Con-Struct
on the above project, awarded thru a change order on September 23rd, 2024 with an original
contract amount of \$307,484.00 consisting of Parking Lot T Reconstruction Improvements and located
in the City of Marshalltown was substantially completed on the 14th day of November 2024 and that the
materials listed on the attached final estimate were delivered and placed by the Contractor.

Final Contract Amount: \$ 331,646.70 Liquidated Damages: None Retainage: \$ 16,582.34

I hereby further certify that this report was prepared by me or under my direct personal supervision and
that I am a duly registered Professional Engineer under the laws of the State of Iowa and I hereby
recommend acceptance of this work.

Signed: Heather Thomas Iowa Reg. No. 23208 Date: 12/02/24

Heather A. Thomas, PE, City Engineer

APPROVED AND WORK ACCEPTED BY THE CITY OF MARSHALLTOWN, IOWA

By: Joel Greer
Joel Greer, Mayor

Attest: Alicia Hunter
Alicia Hunter, City Clerk

CONSTRUCTION CHANGE ORDER - TABULATION OF CHANGES

PLT 23-003

Change Order: #1

Parking Lot T Reconstruction

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		Proposed Contract		Proposed Contract	
		Quantity	Unit	Unit Price	Value	Quantity	Value	Quantity	Value	Quantity	Value
10001	PARKING LOT SUBGRADE PREPARATION, 6 INCH	3741.0	SY	\$3.00	\$11,223.00	3741.0	\$11,223.00	320.1	\$ 960.30	4061.1	\$12,183.30
10002	PARKING LOT SUBGRADE TREATMENT, TRIAX GEOGRID	3741.0	SY	\$3.00	\$11,223.00	3741.0	\$11,223.00	320.1	\$ 960.30	4061.1	\$12,183.30
10003	PARKING LOT SIDEWALK SUBBASE, MODIFIED, 4 INCH	56.0	SY	\$7.00	\$392.00	56.0	\$392.00	16.9	\$ 118.30	72.9	\$510.30
10004	PARKING LOT SUBBASE, MODIFIED, 6 INCH	3741.0	SY	\$10.00	\$37,410.00	3741.0	\$37,410.00	320.1	\$ 3,201.00	4061.1	\$40,611.00
10005	PARKING LOT PAVEMENT, PCC, 6 INCH	3387.0	SY	\$52.00	\$176,124.00	3387.0	\$176,124.00	320.1	\$16,645.20	3707.1	\$192,769.20
10006	PARKING LOT REMOVAL OF SIDEWALK	98	SY	\$7.00	\$686.00	98.0	\$686.00	16.9	\$ 118.30	114.9	\$804.30
10007	PARKING LOT SIDEWALK, PCC, 5 INCH	51	SY	\$55.00	\$2,805.00	51.0	\$2,805.00	16.9	\$ 929.50	67.9	\$3,734.50
10008	PARKING LOT PAVEMENT REMOVAL	3440.0	SY	\$7.00	\$24,080.00	3440.0	\$24,080.00	320.1	\$ 2,240.70	3760.1	\$26,320.70
10009	PARKING LOT STORM SEWER, TRENCHED, RCP, 24 INCH	3.0	LF	\$100.00	\$300.00	3.0	\$300.00	3.0	\$ 300.00	6.0	\$600.00
10010	PARKING LOT SUBDRAIN, PVC, 6 INCH	227.0	LF	\$18.00	\$4,086.00	227.0	\$4,086.00	-122.0	\$ (2,196.00)	105.0	\$1,890.00
10011	PARKING LOT CURB AND GUTTER, PCC, 6 INCH	135.0	LF	\$35.00	\$4,725.00	135.0	\$4,725.00	63.0	\$ 2,205.00	198.0	\$6,930.00
10012	PARKING LOT SUBDRAIN CLEANOUT, TYPE A-1, 6 INCH	2.0	EACH	\$1,000.00	\$2,000.00	2.0	\$2,000.00	-2.0	\$ (2,000.00)	0.0	\$0.00
10013	PARKING LOT SUBDRAIN OUTLETS AND CONNECTIONS	1.0	EACH	\$400.00	\$400.00	1.0	\$400.00	0.0	\$ -	1.0	\$400.00
10014	PARKING LOT INTAKE, SW-507	1.0	EACH	\$6,400.00	\$6,400.00	1.0	\$6,400.00	0.0	\$ -	1.0	\$6,400.00
10015	PARKING LOT CONSTRUCTION SURVEY	1	LS	\$10,000.00	\$10,000.00	1.0	\$10,000.00	0.0	\$ -	1.0	\$10,000.00
10016	PARKING LOT TOPSOIL, OFF-SITE, 6 INCH	30	CY	\$65.00	\$1,950.00	30.0	\$1,950.00	0.0	\$ -	30.0	\$1,950.00
10017	PARKING LOT EXCAVATION, CLASS 13	412	CY	\$15.00	\$6,180.00	412.0	\$6,180.00	53.4	\$ 801.00	465.4	\$6,981.00
10018	PARKING LOT MOBILIZATION	1	LS	\$5,000.00	\$5,000.00	1.0	\$5,000.00	0.0	\$ -	1.0	\$5,000.00
10019	PARKING LOT ASPHALT MILLING TRANSITION	1	LS	\$2,500.00	\$2,500.00	1.0	\$2,500.00	0.0	\$ -	1.0	\$2,500.00
CO1-1	UNCLASSIFIED EXCAVATION	0	LS	\$5,600.00	\$0.00	0.0	\$0.00	1.0	\$ 5,600.00	1.0	\$5,600.00
CO1-2	ROOF DRAIN CONNECTION FITTINGS	0	LS	\$400.00	\$0.00	0.0	\$0.00	1.0	\$ 400.00	1.0	\$400.00
	TOTALS:				\$307,484.00		\$307,484.00		\$30,283.60		\$337,767.60

CONSTRUCTION CHANGE ORDER - TABULATION OF CHANGES

PLT 23-003

Parking Lot T Reconstruction

Previous Contract Quantities include quantities adjusted by Change Order #1

Change Order: #2

		(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
10001	PARKING LOT SUBGRADE PREPARATION, 6 INCH	3741.0	SY	\$3.00	\$11,223.00	4061.1	\$12,183.30	-250.1	\$ (750.30)	3,811	\$11,433.00
10002	PARKING LOT SUBGRADE TREATMENT, TRIAX GEOGRID	3741.0	SY	\$3.00	\$11,223.00	4061.1	\$12,183.30	-250.1	\$ (750.30)	3,811	\$11,433.00
10003	PARKING LOT SIDEWALK SUBBASE, MODIFIED, 4 INCH	56.0	SY	\$7.00	\$392.00	72.9	\$510.30	38.1	\$ 266.70	111	\$777.00
10004	PARKING LOT SUBBASE, MODIFIED, 6 INCH	3741.0	SY	\$10.00	\$37,410.00	4061.1	\$40,611.00	-250.1	\$ (2,501.00)	3,811	\$38,110.00
10005	PARKING LOT PAVEMENT, PCC, 6 INCH	3387.0	SY	\$52.00	\$176,124.00	3707.1	\$192,769.20	-12.1	\$ (629.20)	3,695	\$192,140.00
10006	PARKING LOT REMOVAL OF SIDEWALK	98	SY	\$7.00	\$686.00	114.9	\$804.30	-13.9	\$ (97.30)	101	\$707.00
10007	PARKING LOT SIDEWALK, PCC, 5 INCH	51	SY	\$55.00	\$2,805.00	67.9	\$3,734.50	33.1	\$ 1,820.50	101	\$5,555.00
10008	PARKING LOT PAVEMENT REMOVAL	3440.0	SY	\$7.00	\$24,080.00	3760.1	\$26,320.70	0.0	\$ -	3760.1	\$26,320.70
10009	PARKING LOT STORM SEWER, TRENCHED, RCP, 24 INCH	3.0	LF	\$100.00	\$300.00	6.0	\$600.00	0.0	\$ -	6	\$600.00
10010	PARKING LOT SUBDRAIN, PVC, 6 INCH	227.0	LF	\$18.00	\$4,086.00	105.0	\$1,890.00	0.0	\$ -	105	\$1,890.00
10011	PARKING LOT CURB AND GUTTER, PCC, 6 INCH	135.0	LF	\$35.00	\$4,725.00	198.0	\$6,930.00	-28.0	\$ (980.00)	170	\$5,950.00
10012	PARKING LOT SUBDRAIN CLEANOUT, TYPE A-1, 6 INCH	2.0	EACH	\$1,000.00	\$2,000.00	0.0	\$0.00	0.0	\$ -	0	\$0.00
10013	PARKING LOT SUBDRAIN OUTLETS AND CONNECTIONS	1.0	EACH	\$400.00	\$400.00	1.0	\$400.00	0.0	\$ -	1	\$400.00
10014	PARKING LOT INTAKE, SW-507	1.0	EACH	\$6,400.00	\$6,400.00	1.0	\$6,400.00	0.0	\$ -	1	\$6,400.00
10015	PARKING LOT CONSTRUCTION SURVEY	1	LS	\$10,000.00	\$10,000.00	1.0	\$10,000.00	0.0	\$ -	1	\$10,000.00
10016	PARKING LOT TOPSOIL, OFF-SITE, 6 INCH	30	CY	\$65.00	\$1,950.00	30.0	\$1,950.00	0.0	\$ -	30	\$1,950.00
10017	PARKING LOT EXCAVATION, CLASS 13	412	CY	\$15.00	\$6,180.00	465.4	\$6,981.00	0.0	\$ -	465.4	\$6,981.00
10018	PARKING LOT MOBILIZATION	1	LS	\$5,000.00	\$5,000.00	1.0	\$5,000.00	0.0	\$ -	1	\$5,000.00
10019	PARKING LOT ASPHALT MILLING TRANSITION	1	LS	\$2,500.00	\$2,500.00	1.0	\$2,500.00	-1.0	\$ (2,500.00)	0	\$0.00
CO1-1	UNCLASSIFIED EXCAVATION	0	LS	\$5,600.00	\$0.00	1.0	\$5,600.00	0.0	\$ -	1	\$5,600.00
CO1-2	ROOF DRAIN CONNECTION FITTINGS	0	LS	\$400.00	\$0.00	1.0	\$400.00	0.0	\$ -	1	\$400.00
	TOTALS:				\$307,484.00		\$337,767.60		\$ (6,120.90)		\$331,646.70

CONSTRUCTION PAYMENT APPLICATION

Owner: City of Marshalltown
Project Number: PLT 23-003
Project Description: Parking Lot T Reconstruction

Pay Application: #3_Retainage
Pay Application Date: 2/4/2025

Date of Contract: September 23, 2024

Period Start: 10/7/2024
Period End: 1/8/2025

Contractor: Con-Struct, Inc.
Marshalltown, Iowa

Awarded Contract Price	\$307,484.00	Construction Work Completed (See Attached Tab)	\$331,646.70
(insert change orders, as applicable)	\$ -	Release Retainage	\$0.00
Change Order #1	\$ 30,283.60	Subtotal	\$331,646.70
Change Order #2	\$ (6,120.90)	Less Previous Payment	\$315,064.36
		Pay App #1	\$ 262,298.80
		Pay App #2	\$ 52,765.56

Total Current Contract Amount	\$331,646.70	AMOUNT DUE THIS ESTIMATE	\$16,582.34
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Requested by Contractor:

Con-Struct, Inc.

Title

Vice President

Date

2/4/25

Recommended by Engineer:

Heather Thomas
Heather Thomas, PE
City of Marshalltown

City Engineer
Title

02/04/2025
Date

Approved by Owner:

Heather Thomas
City of Marshalltown

Public Works Director
Title

02/04/2025
Date

CONSTRUCTION PAYMENT APPLICATION - TABULATION OF QUANTITIES

PLT 23-003 Parking Lot T Reconstruction <i>Contract Quantities include quantities adjusted by Change Orders 1 & 2</i>	Payment Application: #3_Retainage Period Start Date: 10/7/2024 Period End Date: 1/8/2025
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(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H) = (F) x (G)	(I) = (G _{last app})	(J) = (G) - (I)
Bid Item Number	Item Description	CO Adjustments Included	Adjusted Contract Quantity	Unit	Contract Unit Price	Work Completed to Date	Extended Amount Work Completed to Date	Work Completed at Start of Period	Work Completed this Period
10001	PARKING LOT SUBGRADE PREPARATION, 6 INCH	1,2	3,811.0	SY	\$ 3.00	3,811.0	\$11,433.00	4057.0	(246.0)
10002	PARKING LOT SUBGRADE TREATMENT, TRIAX GEOGRID	1,2	3,811.0	SY	\$ 3.00	3,811.0	\$11,433.00	4057.0	(246.0)
10003	PARKING LOT SIDEWALK SUBBASE, MODIFIED, 4 INCH	1,2	111.0	SY	\$ 7.00	111.0	\$777.00	0.0	111.0
10004	PARKING LOT SUBBASE, MODIFIED, 6 INCH	1,2	3,811.0	SY	\$ 10.00	3,811.0	\$38,110.00	4057.0	(246.0)
10005	PARKING LOT PAVEMENT, PCC, 6 INCH	1,2	3,695.0	SY	\$ 52.00	3,695.0	\$192,140.00	2922.0	773.0
10006	PARKING LOT REMOVAL OF SIDEWALK	1,2	101.0	SY	\$ 7.00	101.0	\$707.00	98.0	3.0
10007	PARKING LOT SIDEWALK, PCC, 5 INCH	1,2	101.0	SY	\$ 55.00	101.0	\$5,555.00	0.0	101.0
10008	PARKING LOT PAVEMENT REMOVAL	1	3,760.1	SY	\$ 7.00	3,760.1	\$26,320.70	3756.0	4.1
10009	PARKING LOT STORM SEWER, TRENCHED, RCP, 24 INCH	1	6.0	LF	\$ 100.00	6.0	\$600.00	6.0	-
10010	PARKING LOT SUBDRAIN, PVC, 6 INCH	1	105.0	LF	\$ 18.00	105.0	\$1,890.00	105.0	-
10011	PARKING LOT CURB AND GUTTER, PCC, 6 INCH	1,2	170.0	LF	\$ 35.00	170.0	\$5,950.00	0.0	170.0
10012	PARKING LOT SUBDRAIN CLEANOUT, TYPE A-1, 6 INCH	1	0.0	EACH	\$ 1,000.00	0.0	\$0.00	0.0	-
10013	PARKING LOT SUBDRAIN OUTLETS AND CONNECTIONS		1.0	EACH	\$ 400.00	1.0	\$400.00	1.0	-
10014	PARKING LOT INTAKE, SW-507		1.0	EACH	\$ 6,400.00	1.0	\$6,400.00	0.5	0.5
10015	PARKING LOT CONSTRUCTION SURVEY		1.0	LS	\$ 10,000.00	1.0	\$10,000.00	1.0	-
10016	PARKING LOT TOPSOIL, OFF-SITE, 6 INCH		30.0	CY	\$ 65.00	30.0	\$1,950.00	0.0	30.0
10017	PARKING LOT EXCAVATION, CLASS 13	1	465.4	CY	\$ 15.00	465.4	\$6,981.00	412.0	53.4

CONSTRUCTION PAYMENT APPLICATION - TABULATION OF QUANTITIES

PLT 23-003
Parking Lot T Reconstruction
Contract Quantities include quantities adjusted by Change Orders 1 & 2

Payment Application: #3_Retainage
Period Start Date: 10/7/2024
Period End Date: 1/8/2025

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H) = (F) x (G)	(I) = (G _{last app})	(J) = (G) - (I)
Bid Item Number	Item Description	CO Adjustment s Included	Adjusted Contract Quantity	Unit	Contract Unit Price	Work Completed to Date	Extended Amount Work Completed to Date	Work Completed at Start of Period	Work Completed this Period
10018	PARKING LOT MOBILIZATION		1.0	LS	\$ 5,000.00	1.0	\$5,000.00	0.8	0.2
10019	PARKING LOT ASPHALT MILLING TRANSITION	2	0.0	LS	\$ 2,500.00	0.0	\$0.00	0.0	-
CO1-1	UNCLASSIFIED EXCAVATION	1	1.0	LS	\$ 5,600.00	1.0	\$5,600.00	1.0	-
CO1-2	ROOF DRAIN CONNECTION FITTINGS	1	1.0	LS	\$ 400.00	1.0	\$400.00	1.0	-
Amount Work Completed to Date							\$331,646.70		



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: June 23, 2025
Re: Resolution Approving Contract Change Order #17 for the State Street Reconstruction Project, #STR21004, a Decrease of \$228,643.10

Strategic Plan Objective:

One of the “High Priority” Goals established included:

- Continue Implementing Downtown Master Plan

Recommended:

Staff recommends approval of Change Order #17, a deduct of \$228,643.10 for the State Street project.

Budget Impact:

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

State Street Construction Costs:

Change Order #17	\$ (228,643.10)
Change Order #16	\$ 24,162.70
Change Order #15	\$ 4,434.17
Change Order #14	\$ 307,484.00
Change Order #13	\$ -
Change Order #12	\$ (61,364.00)
Change Order #11	\$ 4,847.44
Change Order #10	\$ 4,423.60
Change Order #9 (deduct)	\$ (24,608.04)
Change Order #8 (deduct)	\$ (713.45)
Change Order #7 (deduct)	\$ (59,271.38)
Change Order #6 (deduct)	\$ (33,885.00)
Change Order #5	\$ 6,661.00
Change Order #4	\$ 4,230.00
Change Order #3	\$ 1,432.50

Change Order #2 (deduct)	\$ (16,545.60)	
Change Order #1 (deduct)	\$ (15,006.00)	
Construction Base	\$ 6,062,985.50	Con-Struct, Inc.
	\$ 5,980,624.34	SUBTOTAL
less Parking Lot Funded Portion (CO14 & 16)	\$ (331,646.70)	
	\$ 5,648,977.64	TOTAL

Funding Sources (State Street)

2021 GO Bond	\$ 2,575,918.00	<i>*See Note 1</i>
ARPA	\$ 2,461,741.00	
Sanitary Sewer Enterprise Fund	\$ 394,350.00	
MWW	\$ 500,000.00	<i>Project Contribution</i>
MWW - Extra	\$ 12,323.50	<i>Extra (Valves/Breaks)</i>
City Fund 030 CIP Fund	\$ 25,000.00	<i>Partial Carnegie Drain Tile</i>
Rebuild Marshalltown Grant	<u>\$ 40,000.00</u>	<i>Class of 69 – Tree Fund</i>
	\$ 6,009,332.50	TOTAL

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

Description/Background:

This change order represents the final quantities and adjusts the contract quantities to actual that were used on this project. Several of the cost saving items included not needing to use the cement stabilization for subgrade treatment (\$48,800), trench foundation rock (\$6,000), replacement of suitable backfill (\$6,000), disposal of contaminated soil (\$111,316), disposal of contaminated groundwater (\$8,000), most of the filter sock (\$11,700) and finding an intact foundation drain along a portion of the Carnegie Building that we were able to reuse (\$21,280). The remainder are quantity adjustments made in the field that were relatively minor in nature but needed to accommodate on-site field conditions.

With these being the final change order of the project. Of an identified \$6,009,332.50 in funding sources, expenses came to \$5,648,977.64, approximately \$360k under allocated funding.

Attachments:

1. Resolution Change Order 17 State St STR21004
2. Change Order 17 State St STR21004

RESOLUTION APPROVING CONTRACT CHANGE ORDER #17, A DECREASE OF \$228,643.10, FOR THE STATE STREET RECONSTRUCTION PROJECT #STR21004

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

WHEREAS, a decrease is requested for items.

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

Section 1. That the contract Change Order #17 for the State Street Reconstruction Project #STR21004, in the amount of a decrease of \$228,643.10 is hereby accepted and approved.

Passed this 23rd day of June 2025, and signed this _____ day of June 2025.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk



Bolton & Menk

Change Order Details

Marshalltown - State Street

Description	State Street Reconstruction from 3rd Ave to 3rd Street
Prime Contractor	CONSTRUCT, INC.
Change Order	17
Status	Pending
Date Created	06/13/2025
Summary	Change Order 17: Balancing Change Order for Final Payment
Change Order Description	Balancing Change Order for final payment for all line items based on as-built recorded quantities.
Awarded Project Amount	\$6,062,985.50
Authorized Project Amount	\$6,209,267.44
Change Order Amount	-\$228,643.10
Revised Project Amount	\$5,980,624.34

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 1 - Description									
0002	2010-108-D-2	CY	\$158.000	103.890	\$16,414.62	12.410	\$1,960.78	116.300	\$18,375.40
AMENDED PLANTING SOIL									
Reason: Balancing Change Order									
0006	2010-108-G-0	SY	\$3.000	14,099.600	\$42,298.80	125.800	\$377.40	14,225.400	\$42,676.20
SUBGRADE PREPARATION, 12 INCH									
Reason: Balancing Change Order									
0007	2010-108-H-0	TON	\$400.000	122.000	\$48,800.00	-122.000	-\$48,800.00	0.000	\$0.00
SUBGRADE TREATMENT, CEMENT STABILIZATION									
Reason: Balancing Change Order									
0008	2010-108-H-0	SY	\$3.000	14,070.000	\$42,210.00	-15.700	-\$47.10	14,054.300	\$42,162.90
SUBGRADE TREATMENT, TRIAX GEO-GRID									
Reason: Balancing Change Order									
0009	2010-108-J-0	SY	\$7.000	9,521.480	\$66,650.36	-99.780	-\$698.46	9,421.700	\$65,951.90
SUBBASE, MODIFIED, 4 INCH									

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Reason: Balancing Change Order									
0010	2010-108-J-0	SY	\$10.000	1,281.000	\$12,810.00	116.300	\$1,163.00	1,397.300	\$13,973.00
SUBBASE, MODIFIED, 6 INCH									
Reason: Balancing Change Order									
0011	2010-108-J-0	SY	\$11.000	14,099.600	\$155,095.60	-45.300	-\$498.30	14,054.300	\$154,597.30
SUBBASE, MODIFIED, 8 INCH									
Reason: Balancing Change Order									
0012	2010-108-I-0	TON	\$50.000	200.000	\$10,000.00	27.210	\$1,360.50	227.210	\$11,360.50
SUBBASE, TEMPORARY GRANULAR MATERIAL									
Reason: Balancing Change Order									
0015	2010-108-X-X	HR	\$250.000	20.000	\$5,000.00	6.410	\$1,602.50	26.410	\$6,602.50
EXPLORATORY EXCAVATION									
Reason: Balancing Change Order									
0016	3010-108-C-0	TON	\$30.000	200.000	\$6,000.00	-200.000	-\$6,000.00	0.000	\$0.00
TRENCH FOUNDATION									
Reason: Balancing Change Order									

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
0017	3010-108-D-0	CY	\$15.000	400.000	\$6,000.00	-400.000	-\$6,000.00	0.000	\$0.00
REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL									
Reason: Balancing Change Order									
0019	3010-201-X-0	TONS	\$68.000	1,637.000	\$111,316.00	-1,637.000	-\$111,316.00	0.000	\$0.00
DISPOSAL OF CONTAMINATED SOIL									
Reason: Balancing Change Order									
0020	3010-201-X-0	GAL	\$4.000	2,000.000	\$8,000.00	-2,000.000	-\$8,000.00	0.000	\$0.00
DISPOSAL OF CONTAMINATED GROUNDWATER									
Reason: Balancing Change Order									
0083	7010-108-A-0	SY	\$73.000	12,728.400	\$929,173.20	88.610	\$6,468.53	12,817.010	\$935,641.73
PAVEMENT, PCC, 8 INCH									
Reason: Balancing Change Order									
0084	7010-108-E-0	LF	\$35.000	340.000	\$11,900.00	-13.000	-\$455.00	327.000	\$11,445.00
CURB AND GUTTER, PCC, 6 INCH									
Reason: Balancing Change Order									
0088	7030-108-A-0	SY	\$7.000	4,420.400	\$30,942.80	9.790	\$68.53	4,430.190	\$31,011.33
REMOVAL OF SIDEWALK									

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Reason: Balancing Change Order									
0089	7030-108-A-0	SY	\$7.000	1,965.000	\$13,755.00	6.500	\$45.50	1,971.500	\$13,800.50
REMOVAL OF DRIVEWAY									
Reason: Balancing Change Order									
0090	7030-108-C-0	SY	\$68.000	1,499.300	\$101,952.40	5.200	\$353.60	1,504.500	\$102,306.00
CYCLE TRACK, INTEGRAL COLORED PCC, 5 INCH									
Reason: Balancing Change Order									
0091	7030-108-C-0	SY	\$74.000	231.200	\$17,108.80	-2.700	-\$199.80	228.500	\$16,909.00
CYCLE TRACK, INTEGRAL COLORED PCC, 6 INCH									
Reason: Balancing Change Order									
0092	7030-108-C-0	SY	\$95.000	38.900	\$3,695.50	-2.600	-\$247.00	36.300	\$3,448.50
CYCLE TRACK, INTEGRAL COLORED PCC, 8 INCH									
Reason: Balancing Change Order									
0094	7030-108-E-0	SY	\$55.000	5,798.300	\$318,906.50	-113.300	-\$6,231.50	5,685.000	\$312,675.00
SIDEWALK, PCC, 5 INCH									
Reason: Balancing Change Order									

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
0095	7030-108-E-0	SY	\$60.000	684.100	\$41,046.00	136.000	\$8,160.00	820.100	\$49,206.00
SIDEWALK, PCC, 6 INCH									
Reason: Balancing Change Order									
0097	7030-108-G-0	SF	\$58.000	875.000	\$50,750.00	13.000	\$754.00	888.000	\$51,504.00
DETECTABLE WARNING									
Reason: Balancing Change Order									
0098	7030-108-H-1	SY	\$51.000	1,085.100	\$55,340.10	-15.600	-\$795.60	1,069.500	\$54,544.50
DRIVEWAY, PAVED, PCC, 6 INCH									
Reason: Balancing Change Order									
0099	7030-108-H-1	SY	\$63.000	246.100	\$15,504.30	1.700	\$107.10	247.800	\$15,611.40
DRIVEWAY, PAVED, PCC, 8 INCH									
Reason: Balancing Change Order									
0103	7030-108-X-0	SF	\$20.000	1,001.500	\$20,030.00	202.900	\$4,058.00	1,204.400	\$24,088.00
REINFORCED CONCRETE BAND, VARIABLE WIDTH									
Reason: Balancing Change Order									
0105	7040-108-H-0	SY	\$7.000	16,836.200	\$117,853.40	27.900	\$195.30	16,864.100	\$118,048.70
PAVEMENT REMOVAL									

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Reason: Balancing Change Order									
0107	8020-108-B-0	STA	\$48.000	96.800	\$4,646.40	3.940	\$189.12	100.740	\$4,835.52
PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE									
Reason: Balancing Change Order									
0108	8020-108-G-0	EA	\$920.000	4.000	\$3,680.00	3.000	\$2,760.00	7.000	\$6,440.00
PAINTED SYMBOLS AND LEGENDS									
Reason: Balancing Change Order									
0109	8020-108-K-0	STA	\$80.000	20.000	\$1,600.00	-10.200	-\$816.00	9.800	\$784.00
PAVEMENT MARKINGS REMOVED									
Reason: Balancing Change Order									
0110	8020-108-L-0	EA	\$158.000	6.000	\$948.00	-4.000	-\$632.00	2.000	\$316.00
SYMBOLS AND LEGENDS REMOVED									
Reason: Balancing Change Order									
0112	8030-108-X-X	EA	\$50.000	38.000	\$1,900.00	-15.000	-\$750.00	23.000	\$1,150.00
REMOVAL OF SIGN AND SIGN POST									
Reason: Balancing Change Order									

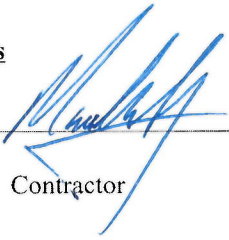
Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
0115	9020-108-A-0	SQ	\$158.000	193.000	\$30,494.00	-15.700	-\$2,480.60	177.300	\$28,013.40
SOD									
Reason: Balancing Change Order									
0116	9030-108-B-0	EA	\$26.500	1,223.000	\$32,409.50	-3.000	-\$79.50	1,220.000	\$32,330.00
PERENNIAL GROUND COVER (1 GAL)									
Reason: Balancing Change Order									
0117	9030-108-B-0	EA	\$683.000	40.000	\$27,320.00	-1.000	-\$683.00	39.000	\$26,637.00
DECIDUOUS TREE									
Reason: Balancing Change Order									
0121	9040-108-D-1	LF	\$3.000	4,000.000	\$12,000.00	-3,900.000	-\$11,700.00	100.000	\$300.00
FILTER SOCK, 8 INCH									
Reason: Balancing Change Order									
0122	9040-108-N-1	LF	\$3.000	444.000	\$1,332.00	-444.000	-\$1,332.00	0.000	\$0.00
SILT FENCE OR SILT FENCE DITCH CHECK									
Reason: Balancing Change Order									
0123	9040-108-O-1	SY	\$7.000	600.000	\$4,200.00	-600.000	-\$4,200.00	0.000	\$0.00
STABILIZED CONSTRUCTION ENTRANCE									

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Reason: Balancing Change Order									
0124	9040-108-Q-2	AC	\$4,200.000	1.000	\$4,200.00	-1.000	-\$4,200.00	0.000	\$0.00
EROSION CONTROL MULCHING, HYDROMULCHING									
Reason: Balancing Change Order									
0125	9040-108-T-1	EA	\$210.000	52.000	\$10,920.00	-12.000	-\$2,520.00	40.000	\$8,400.00
INLET PROTECTION DEVICE,									
Reason: Balancing Change Order									
0130	11030-108-A-0	LS	\$5,000.000	1.000	\$5,000.00	-1.000	-\$5,000.00	0.000	\$0.00
MAINTENANCE OF POSTAL SERVICE									
Reason: Balancing Change Order									
0131	11030-108-B-0	LS	\$5,000.000	1.000	\$5,000.00	-1.000	-\$5,000.00	0.000	\$0.00
MAINTENANCE OF SOLID WASTE COLLECTION									
Reason: Balancing Change Order									
0132	11040-108-A-0	SY	\$20.000	400.000	\$8,000.00	-400.000	-\$8,000.00	0.000	\$0.00
TEMPORARY PEDESTRIAN RESIDENTIAL ACCESS									
Reason: Balancing Change Order									

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
0135	12020-108-X-1	TON	\$263.000	10.000	\$2,630.00	-4.000	-\$1,052.00	6.000	\$1,578.00
ROCK MULCH									
Reason: Balancing Change Order									
8001	7030-108-F-0	SF	\$33.950	4,403.000	\$149,481.85	22.000	\$746.90	4,425.000	\$150,228.75
CONCRETE UNIT PAVERS WITH SAND SETTING BED & PCC SUBBASE									
Reason: Balancing Change Order									
8021	CO 8.1	LF	\$380.000	120.000	\$45,600.00	-56.000	-\$21,280.00	64.000	\$24,320.00
FOOTING DRAIN COLLECTOR									
Reason: Balancing Change Order									
46 items			Totals		\$2,609,915.13		-\$228,643.10		\$2,381,272.03

Signatures

Agreed -



Contractor

Date:

6/16/25

Recommended -

Gregory Brownard

Date:

6/17/2025

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: June 23, 2025
Re: Resolution Approving Contract Change Order #4 for the East Main Street and Center Street Reconstruction Project, #STR22002, a Decrease of \$34,498.00

Strategic Plan Objective:

One of the “High Priority” Goals established included:

- Continue Implementing Downtown Master Plan

Recommended:

Staff recommends approval of Change Order #4, a decrease of \$34,498.00.

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:

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-</i>

		<i>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 Inc</i>
Construction – Change Order #3	\$ 8,048.05	<i>Con- Struct Inc</i>
Construction – Change Order #4	\$ (34,498.00)	<i>Con- Struct Inc</i>
TOTAL	\$ 8,767,677.65	

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	\$ 299,260.50	Payment Due w/l 30 Days of City Invoice; Responsible for Alt 1 Contingency
50% MCSD / 50% MWW - Construction - Alt #2	\$ 50,124.00	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	\$ 9,911,674.75	<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, all within the Alternates that are in partnership with MCSD and MWW. MCSD's engineer reviewed the design to find potential cost savings in the design and incorporate comments from Iowa DOT in relation to their comments/requirements associated with the Hwy 14 DOT Permit on the project. MCSD reviewed these changes at their June 16th Board meeting and recommend approval. The alternates got

underway on Thursday, June 12th; therefore, we've updated the substantial completion date below, as well.

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 (June 12th, 2025 – July 27, 2025)	December 30, 2026

Attachments:

1. Resolution Approving CO4 East Main-Center St Reconstruction STR22002
2. STR22002 E Main St - Change Order 4_to Council

**RESOLUTION APPROVING CONTRACT CHANGE ORDER #4 FOR THE EAST
MAIN STREET AND CENTER STREET RECONSTRUCTION PROJECT,
#STR22002, A DECREASE OF \$34,498.00**

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 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 #4 for the East Main Street and Center Street Reconstruction Project #STR22002, in the decreased amount of \$34,498.00 is hereby accepted and approved.

Passed this 23rd day of June 2025, and signed this _____ day of June 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	4
Status	Pending
Date Created	06/06/2025
Type	Local Funding
Summary	Change Order #4 - Welcome Center Parking Lot Reconstruction Adjustments
Change Order Description	Adjustments to bid item quantities within the bid alternates 1 and 2.
Awarded Project Amount	\$7,125,694.60
Authorized Project Amount	\$7,155,237.65
Change Order Amount	-\$34,498.00
Revised Project Amount	\$7,120,739.65

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 1 - Description									
1003	0000-999-X	LF	\$863.000	78.000	\$67,314.00	-49.000	-\$42,287.00	29.000	\$25,027.00
Cast Stone Seatwall 'A'									
			Funding Details						
			CITY	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			MARSHALLTOWN WATER WORKS	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			MCSD BID ALT 1	78.000	\$67,314.00	-49.000	-\$42,287.00	29.000	\$25,027.00
			MCSD BID ALT 2	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
1010	2010-D-4	CY	\$70.000	43.000	\$3,010.00	5.000	\$350.00	48.000	\$3,360.00
Topsoil, Off-Site, 8 Inch									
			Funding Details						
			CITY	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			MARSHALLTOWN WATER WORKS	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			MCSD BID ALT 1	43.000	\$3,010.00	5.000	\$350.00	48.000	\$3,360.00
			MCSD BID ALT 2	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
1012	2010-D-4	SY	\$3.000	1,550.000	\$4,650.00	-50.000	-\$150.00	1,500.000	\$4,500.00
Subgrade Preparation, 12 Inch									
			Funding Details						
			CITY	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
			MARSHALLTOWN WATER WORKS	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			MCSD BID ALT 1	1,550.000	\$4,650.00	-50.000	-\$150.00	1,500.000	\$4,500.00
			MCSD BID ALT 2	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
1013	2010-J	SY	\$8.000	135.000	\$1,080.00	129.000	\$1,032.00	264.000	\$2,112.00
Subbase, (Modified), 4 Inches									
			Funding Details						
			CITY	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			MARSHALLTOWN WATER WORKS	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			MCSD BID ALT 1	135.000	\$1,080.00	129.000	\$1,032.00	264.000	\$2,112.00
			MCSD BID ALT 2	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
1014	2010-J	SY	\$11.000	1,550.000	\$17,050.00	-50.000	-\$550.00	1,500.000	\$16,500.00
Subbase, (Modified), 6 Inches									
			Funding Details						
			CITY	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			MARSHALLTOWN WATER WORKS	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			MCSD BID ALT 1	1,550.000	\$17,050.00	-50.000	-\$550.00	1,500.000	\$16,500.00
			MCSD BID ALT 2	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
1017	7010-A	SY	\$55.000	1,517.000	\$83,435.00	-48.000	-\$2,640.00	1,469.000	\$80,795.00
Pavement, PCC, 6 Inch									
			Funding Details						
			CITY	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			MARSHALLTOWN WATER WORKS	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
			MCSD BID ALT 1	1,517.000	\$83,435.00	-48.000	-\$2,640.00	1,469.000	\$80,795.00
			MCSD BID ALT 2	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
1019	7010-A	LF	\$50.000	93.000	\$4,650.00	36.000	\$1,800.00	129.000	\$6,450.00
Planter Curb			Funding Details						
			CITY	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
		MARSHALLTOWN WATER WORKS		0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			MCSD BID ALT 1	93.000	\$4,650.00	36.000	\$1,800.00	129.000	\$6,450.00
			MCSD BID ALT 2	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
1021	7010-E	SY	\$10.000	216.000	\$2,160.00	41.000	\$410.00	257.000	\$2,570.00
Removal of Sidewalk			Funding Details						
			CITY	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
		MARSHALLTOWN WATER WORKS		0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			MCSD BID ALT 1	216.000	\$2,160.00	41.000	\$410.00	257.000	\$2,570.00
			MCSD BID ALT 2	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
1023	7030-A-3	SY	\$100.000	210.000	\$21,000.00	54.000	\$5,400.00	264.000	\$26,400.00
Sidewalk, PCC, 4 Inch			Funding Details						
			CITY	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
		MARSHALLTOWN WATER WORKS		0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			MCSD BID ALT 1	210.000	\$21,000.00	54.000	\$5,400.00	264.000	\$26,400.00

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
			MCSD BID ALT 2	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
1025	7030-F	SF	\$50.000	20.000	\$1,000.00	-20.000	-\$1,000.00	0.000	\$0.00
Detectable Warnings									
			Funding Details						
			CITY	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			MARSHALLTOWN WATER WORKS	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			MCSD BID ALT 1	20.000	\$1,000.00	-20.000	-\$1,000.00	0.000	\$0.00
			MCSD BID ALT 2	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
1026	7030-G	SY	\$100.000	33.000	\$3,300.00	-33.000	-\$3,300.00	0.000	\$0.00
Driveway, Paved, PCC 8 Inch									
			Funding Details						
			CITY	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			MARSHALLTOWN WATER WORKS	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			MCSD BID ALT 1	33.000	\$3,300.00	-33.000	-\$3,300.00	0.000	\$0.00
			MCSD BID ALT 2	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
1027	7030-I	SY	\$10.000	1,789.000	\$17,890.00	-46.000	-\$460.00	1,743.000	\$17,430.00
Pavement Removal									
			Funding Details						
			CITY	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			MARSHALLTOWN WATER WORKS	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			MCSD BID ALT 1	1,789.000	\$17,890.00	-46.000	-\$460.00	1,743.000	\$17,430.00
			MCSD BID ALT 2	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
1028	7040-H	LF	\$40.000	166.000	\$6,640.00	68.000	\$2,720.00	234.000	\$9,360.00
Curb and Gutter Removal			Funding Details						
			CITY	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			MARSHALLTOWN WATER WORKS	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			MCSD BID ALT 1	166.000	\$6,640.00	68.000	\$2,720.00	234.000	\$9,360.00
			MCSD BID ALT 2	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
1033	9030-B	CY	\$400.000	20.000	\$8,000.00	1.000	\$400.00	21.000	\$8,400.00
Rubber Mulch			Funding Details						
			CITY	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			MARSHALLTOWN WATER WORKS	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			MCSD BID ALT 1	20.000	\$8,000.00	1.000	\$400.00	21.000	\$8,400.00
			MCSD BID ALT 2	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
1040	2010-D-4	SY	\$5.000	373.000	\$1,865.00	50.000	\$250.00	423.000	\$2,115.00
Subgrade Preparation, 12 Inch			Funding Details						
			CITY	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			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	373.000	\$1,865.00	50.000	\$250.00	423.000	\$2,115.00

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
1041	2010-J	SY	\$12.000	21.000	\$252.00	-6.000	-\$72.00	15.000	\$180.00
Subbase, (Modified), 4 Inches			Funding Details						
			CITY	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			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	21.000	\$252.00	-6.000	-\$72.00	15.000	\$180.00
1042	2010-J	SY	\$12.000	373.000	\$4,476.00	50.000	\$600.00	423.000	\$5,076.00
Subbase, (Modified), 6 Inches			Funding Details						
			CITY	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			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	373.000	\$4,476.00	50.000	\$600.00	423.000	\$5,076.00
1043	7010-A	SY	\$73.000	348.000	\$25,404.00	43.000	\$3,139.00	391.000	\$28,543.00
Pavement, PCC, 8 Inch			Funding Details						
			CITY	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			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	348.000	\$25,404.00	43.000	\$3,139.00	391.000	\$28,543.00

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
1044	7010-E	SY	\$15.000	18.000	\$270.00	-2.000	-\$30.00	16.000	\$240.00
Removal of Sidewalk			Funding Details						
			CITY	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			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	18.000	\$270.00	-2.000	-\$30.00	16.000	\$240.00
1046	7030-A-3	SY	\$100.000	21.000	\$2,100.00	-6.000	-\$600.00	15.000	\$1,500.00
Sidewalk, PCC, 4 Inch			Funding Details						
			CITY	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			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	21.000	\$2,100.00	-6.000	-\$600.00	15.000	\$1,500.00
1047	7030-F	SF	\$50.000	20.000	\$1,000.00	-20.000	-\$1,000.00	0.000	\$0.00
Detectable Warnings			Funding Details						
			CITY	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			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	20.000	\$1,000.00	-20.000	-\$1,000.00	0.000	\$0.00

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
1048	7030-G	SY	\$100.000	24.000	\$2,400.00	8.000	\$800.00	32.000	\$3,200.00
Driveway, Paved, PCC 8 Inch			Funding Details						
			CITY	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			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	24.000	\$2,400.00	8.000	\$800.00	32.000	\$3,200.00
1049	7030-I	SY	\$15.000	336.000	\$5,040.00	46.000	\$690.00	382.000	\$5,730.00
Pavement Removal			Funding Details						
			CITY	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			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	336.000	\$5,040.00	46.000	\$690.00	382.000	\$5,730.00
23 items	Totals			\$283,986.00		-\$34,498.00		\$249,488.00	

Funding Summary

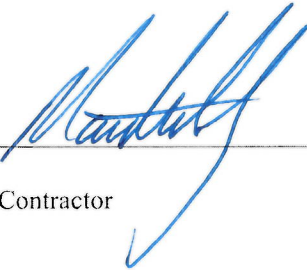
Fund Package	Original Amount	Authorized Amount	Pending Change	Revised Amount
CITY	\$5,715,250.10	\$5,745,375.15	\$0.00	\$5,745,375.15
MARSHALLTOWN WATER WORKS	\$1,026,562.00	\$1,025,980.00	\$0.00	\$1,025,980.00
MCSD BID ALT 1	\$337,535.50	\$337,535.50	-\$38,275.00	\$299,260.50

Fund Package	Original Amount	Authorized Amount	Pending Change	Revised Amount
MCSO BID ALT 2	\$46,347.00	\$46,347.00	\$3,777.00	\$50,124.00
4 fund packages	\$7,125,694.60	\$7,155,237.65	-\$34,498.00	\$7,120,739.65

Attachments

Document	Name	Description	Submission Date
23-DS-0454_CGA_Change_Order_1A_1B.pdf	23-DS-0454_CGA Change Order 1A_1B.pdf		06/11/2025 06:44 AM CDT
1 attachment			

Signatures

Agreed -  Date: 6/17/25
Contractor

Recommended - Gregory Brownard Date: 6/17/2025
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: June 23, 2025
Re: Resolution Approving Contract Change Order #5 for the East Main Street and Center Street Reconstruction Project, #STR22002, an Increase of \$37,363.00

Strategic Plan Objective:

One of the “High Priority” Goals established included:

- Continue Implementing Downtown Master Plan

Recommended:

Staff recommends approval of Change Order #5, an increase of \$37,363.00.

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:

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 Inc</i>
Construction – Change Order #3	\$ 8,048.05	<i>Con-Struct Inc</i>
Construction – Change Order #4	\$ (34,498.00)	<i>Con-Struct Inc</i>
Construction – Change Order #5	\$ 37,363.00	<i>Con-Struct Inc</i>
TOTAL	\$ 8,805,040.65	

Revenue		Notes on Payment Terms/Date Expected
METF Grant (Reallocate Sculpture Portion)	\$ 35,000.00	Do JE in FY25 from State St Grant
LOST (Downtown Site Furnishings)	\$ 85,490.00	
Marshall Co (Design of Event Block)	\$ 34,000.00	Rcvd FY24
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	\$ 299,260.50	Payment Due w/l 30 Days of City Invoice; Responsible for Alt 1 Contingency
50% MCSD / 50% MWW - Construction - Alt #2	\$ 50,124.00	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	\$ 9,911,674.75	<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 an additional sanitary sewer lateral that was determined to be active and three storm water drains. These pipes need replaced prior to installing new surface

infrastructure (streets, sidewalks, landscaping) over the top.

Con-Struct requested and the city recommends a 6-day (working days) project extension for this work. This has been converted to Calendar Days in the Substantial Completion Date extensions shown below.

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 August 28, 2025	December 30, 2026
Phase 2 – Main St from Center to 1 st Ave	December 17, 2025 December 26, 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 (June 12th, 2025 – July 27, 2025)	December 30, 2026

Attachments:

1. Resolution Approving CO5 East Main-Center St Reconstruction STR22002
2. STR22002 E Main St - Change Order 5_to Council

**RESOLUTION APPROVING CONTRACT CHANGE ORDER #5 FOR THE EAST
MAIN STREET AND CENTER STREET RECONSTRUCTION PROJECT,
#STR22002, AN INCREASE OF \$37,363.00**

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 #5 for the East Main Street and Center Street Reconstruction Project #STR22002, in the increased amount of \$37,363.00 is hereby accepted and approved.

Passed this 23rd day of June 2025, and signed this _____ day of June 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	5
Status	Pending
Date Created	06/13/2025
Type	Local Funding
Summary	Change Order #5: Storm Sewer Expansion
Change Order Description	This change order includes work associated with installing additional storm sewer and sanitary sewer service in the block of N Center Street, north of Main Street. The storm sewer work includes installation of new 12" storm sewer to connect an existing alley roof drain to the new storm sewer in Center St and a new 12" cleanout. It also includes connection of existing unknown sump pump and building outlet drains to the new storm sewer. The active sanitary sewer service for 23 N Center St was found in N Center Street during utility installation. The service was previously believed to run north under the buildings to State Street. This change order includes installing a new sanitary sewer service for 23 N Center St to replace the old clay pipe. An old abandoned sanitary sewer service for 4 W Main St will also be capped and abandoned in N Center Street as part of this change order. The old service was discovered during underground utility work and determined through video inspection to be abandoned.
Awarded Project Amount	\$7,125,694.60
Authorized Project Amount	\$7,155,237.65
Change Order Amount	\$37,363.00
Revised Project Amount	\$7,192,600.65

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 1 - Description									
0070	4020-A-1	EA	\$2,340.000	1.000	\$2,340.00	1.000	\$2,340.00	2.000	\$4,680.00
STORM SEWER, TRENCHED, PVC, 4 INCH (SUMP PUMP CONNECTION) - SHORT SIDE									
Reason: 22 N Center St sump pump connection & unknown building outlet									
			Funding Details						
			CITY	1.000	\$2,340.00	1.000	\$2,340.00	2.000	\$4,680.00
			MARSHALLTOWN WATER WORKS	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			MCSO BID ALT 1	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			MCSO BID ALT 2	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
0072	4020-A-1	EA	\$2,430.000	1.000	\$2,430.00	1.000	\$2,430.00	2.000	\$4,860.00
STORM SEWER, TRENCHED, PVC, 6 INCH (SUMP PUMP CONNECTION) - SHORT SIDE									
Reason: 4 E Main St roof drain connection									
			Funding Details						
			CITY	1.000	\$2,430.00	1.000	\$2,430.00	2.000	\$4,860.00
			MARSHALLTOWN WATER WORKS	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			MCSO BID ALT 1	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			MCSO BID ALT 2	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
0073	4020-A-1	EA	\$4,120.000	1.000	\$4,120.00	1.000	\$4,120.00	2.000	\$8,240.00
STORM SEWER, TRENCHED, PVC, 6 INCH (SUMP PUMP CONNECTION) - LONG SIDE									
Reason: 19 N Center St roof drain connection									
				Funding Details					
				CITY	1.000	\$4,120.00	1.000	\$4,120.00	\$8,240.00
				MARSHALLTOWN WATER WORKS	0.000	\$0.00	0.000	\$0.00	\$0.00
				MCSO BID ALT 1	0.000	\$0.00	0.000	\$0.00	\$0.00
				MCSO BID ALT 2	0.000	\$0.00	0.000	\$0.00	\$0.00
0077	4020-A-1	LF	\$85.000	150.000	\$12,750.00	115.000	\$9,775.00	265.000	\$22,525.00
STORM SEWER, TRENCHED, PVC, 12 INCH									
Reason: Multiple-building roof drain connection at alley on east side of N Center St, north of Main St									
				Funding Details					
				CITY	150.000	\$12,750.00	115.000	\$9,775.00	\$22,525.00
				MARSHALLTOWN WATER WORKS	0.000	\$0.00	0.000	\$0.00	\$0.00
				MCSO BID ALT 1	0.000	\$0.00	0.000	\$0.00	\$0.00
				MCSO BID ALT 2	0.000	\$0.00	0.000	\$0.00	\$0.00
0134	6010-G	EA	\$2,500.000	0.000	\$0.00	2.000	\$5,000.00	2.000	\$5,000.00
CONNECTION TO EXISTING MANHOLE									
Reason: Adjustments to precast structure for roof drain connection									

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
				Funding Details					
			CITY	0.000	\$0.00	2.000	\$5,000.00	2.000	\$5,000.00
		MARSHALLTOWN WATER WORKS		0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
		MCS D BID ALT 1		0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
		MCS D BID ALT 2		0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
0141	7030-A-3	SY	\$8.000	405.000	\$3,240.00	6.000	\$48.00	411.000	\$3,288.00
REMOVAL OF DRIVEWAY									
Reason: Multiple-building roof drain connection at alley on east side of N Center St, north of Main St									
				Funding Details					
			CITY	405.000	\$3,240.00	6.000	\$48.00	411.000	\$3,288.00
		MARSHALLTOWN WATER WORKS		0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
		MCS D BID ALT 1		0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
		MCS D BID ALT 2		0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
0149	7030-H-1	SY	\$75.000	168.000	\$12,600.00	6.000	\$450.00	174.000	\$13,050.00
DRIVEWAY, PAVED, PCC, 8 INCH (ALLEY)									
Reason: Multiple-building roof drain connection at alley on east side of N Center St, north of Main St									
				Funding Details					
			CITY	168.000	\$12,600.00	6.000	\$450.00	174.000	\$13,050.00
		MARSHALLTOWN WATER WORKS		0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
		MCS D BID ALT 1		0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
			MCS D BID ALT 2	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
1060	0000-999-I	LF	\$120.000	74.000	\$8,880.00	70.000	\$8,400.00	144.000	\$17,280.00
'LINEAR FEET' ITEM: Sanitary Sewer Service - 8 Inch									
Reason: 23 N Center St sanitary sewer service reconstruction									
			Funding Details						
CITY				74.000	\$8,880.00	70.000	\$8,400.00	144.000	\$17,280.00
MARSHALLTOWN WATER WORKS				0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
MCS D BID ALT 1				0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
MCS D BID ALT 2				0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
1070	0000-999-E	EACH	\$1,500.000	2.000	\$3,000.00	1.000	\$1,500.00	3.000	\$4,500.00
'EACH' ITEM: Sanitary Sewer Service Cleanout - 8 Inch									
Reason: 23 N Center St sanitary sewer service reconstruction									
			Funding Details						
CITY				2.000	\$3,000.00	1.000	\$1,500.00	3.000	\$4,500.00
MARSHALLTOWN WATER WORKS				0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
MCS D BID ALT 1				0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
MCS D BID ALT 2				0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
9 items			Totals	\$49,360.00		\$34,063.00		\$83,423.00	

New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 1 - Description					
1100	0000-999-E	EACH	1.000	\$1,800.000	\$1,800.00
'EACH' ITEM: STORM SEWER CLEANOUT, 12 INCH					
Reason: Addition of a storm sewer cleanout to the new 12-inch alley roof drain line.					
			Funding Details		
CITY			1.000	\$1,800.000	\$1,800.00
1110	0000-999-J	LS	1.000	\$1,500.000	\$1,500.00
'LUMP SUM' ITEM: SANITARY SEWER SERVICE DECOMMISSIONING					
Reason: Capping and abandonment of an existing abandoned sanitary sewer service that is tied into an existing sanitary sewer manhole.					
			Funding Details		
CITY			1.000	\$1,500.000	\$1,500.00
2 items					Total: \$3,300.00

Funding Summary

Fund Package	Original Amount	Authorized Amount	Pending Change	Revised Amount
CITY	\$5,715,250.10	\$5,745,375.15	\$37,363.00	\$5,782,738.15
MARSHALLTOWN WATER WORKS	\$1,026,562.00	\$1,025,980.00	\$0.00	\$1,025,980.00
MCSD BID ALT 1	\$337,535.50	\$337,535.50	\$0.00	\$337,535.50

Fund Package	Original Amount	Authorized Amount	Pending Change	Revised Amount
MCSD BID ALT 2	\$46,347.00	\$46,347.00	\$0.00	\$46,347.00
4 fund packages	\$7,125,694.60	\$7,155,237.65	\$37,363.00	\$7,192,600.65

Time Limit Changes

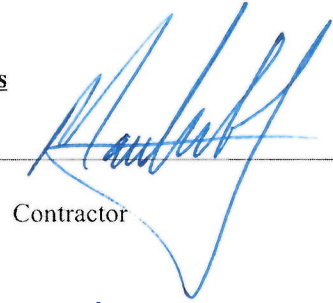
Type	Original Deadline	Current Deadline	Pending Extension	Pending Deadline
Completion Date	08/15/2025	08/20/2025	8.0 Days	08/28/2025
Intermediate Completion Provision No. 1 - Phase 1 Completion				
Completion Date	12/12/2025	12/17/2025	9.0 Days	12/26/2025
Intermediate Completion Provision No. 2 - Phase 2 Completion				
2 time limits				

Attachments

Document	Name	Description	Submission Date
E_Main_St_-_Change_Order_5_-_Updated_M1.05_plan_sheet.pdf	E Main St - Change Order 5 - Updated M1.05 plan sheet.pdf		06/17/2025 12:51 PM CDT
1 attachment			

Signatures

Agreed -



Contractor

Date:

6/18/25

Recommended -

Gregory Brownard

Date:

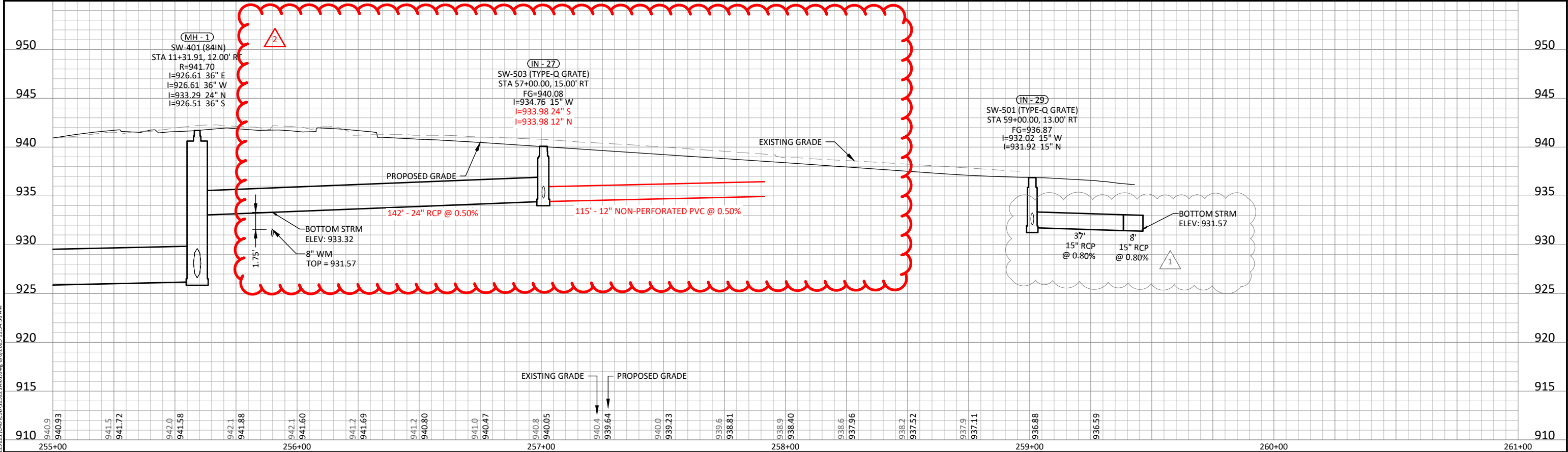
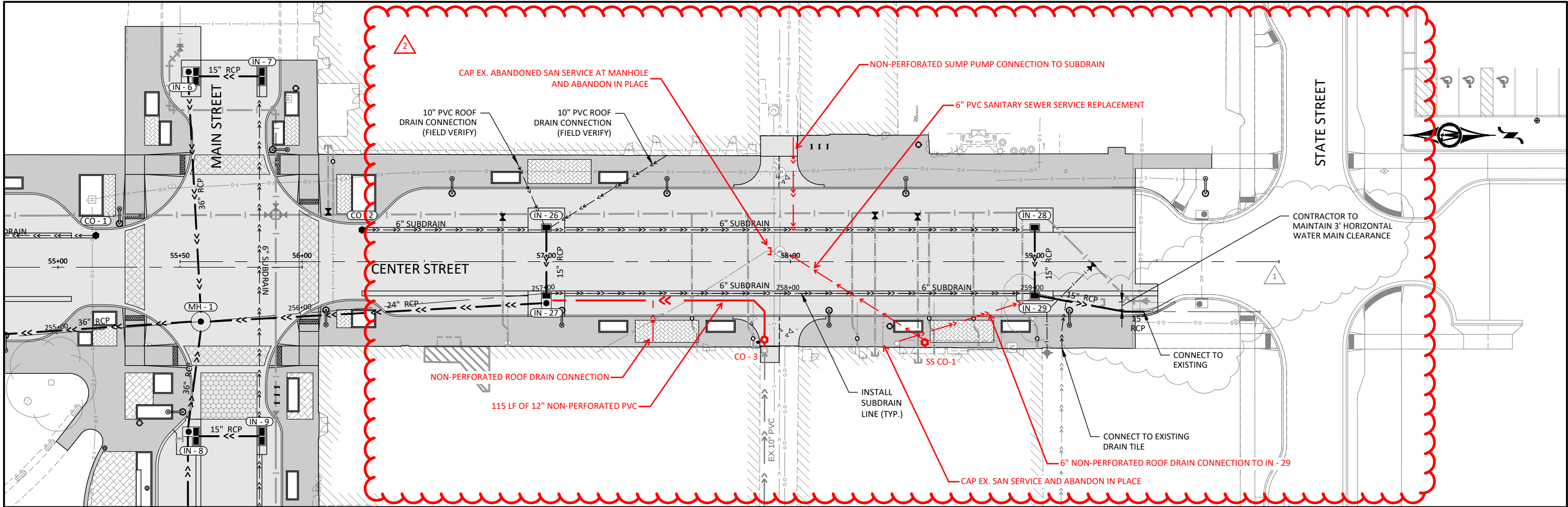
6/18/2025

Project Engineer

Approved -

Date:

City



0 20 40
SCALE FEET

0 5 10
SCALE FEET

BOLTON & MENK

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

DESIGNED	DEM	0	CONSTRUCTION SET	03/12/2025
DRAWN	DEM	1	WATER MAIN ADJUSTMENT	04/02/2025
CHECKED	GAB	2	STORM SEWER ADJUSTMENTS	06/23/2025
CLIENT PROJ. NO.	0A1.129221			

CITY OF MARSHALLTOWN, IOWA
MAIN STREET RECONSTRUCTION
STORM SEWER PLAN

SHEET
M1.05



**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: June 23, 2025
Re: Resolution Approving Supplemental Agreement No 1 for \$180,000 with Calhoun-Burns & Associates for the Iowa River's Edge Trail Bridges 2 - 5 Project, Construction Phase Services, Project #TRL25001

Strategic Plan Objective:

None of the Top or High Priority Goals identified in the 2025 Strategic Plan are related to recreational trails. During the 2023 Strategic Plan, Strategy 4 had an objective of partnering with Trails Inc for the building of the Iowa River's Edge Trail.

Recommended:

Recommend approving CBA's contract to provide Construction Phase Services for the IRET B2-B5 Project (TRL25001)

Budget Impact:

The project has sufficient funding for this work. For reference only, the following is the projected revenue and expenses after the State Rec Trail Grant – Reimbursement Claim #4:

Revenue (Post SRT Claim #4)

State Recreational Trail Grant (SRT)	\$ 238,751.83
Transportation Alternative Program Grant (TAP)	\$ 797,000.00
City of Marshalltown - LOST	\$ 250,000.00
Trails Inc / Private Funds	\$ 604,011.53
TOTAL	\$ 1,889,763.36

Expenses Remaining (Post STR Claim #4)

Design Engineering (CBA)	\$ 13,964.36
Construction – Apparent Low Bid	\$ 1,213,529.70
Construction Phase Services (CBA/City)	\$ 180,000.00

TOTAL	\$ 1,407,494.06

Please note:

- Easement payments & WRP Restoration are direct payment from Trails Inc.
- The city received a \$650,000 State Rec Trail Grant; however, since a portion of this was for a previous paving phase, we did a hard cut-off date to show what remains on the grant for this project.

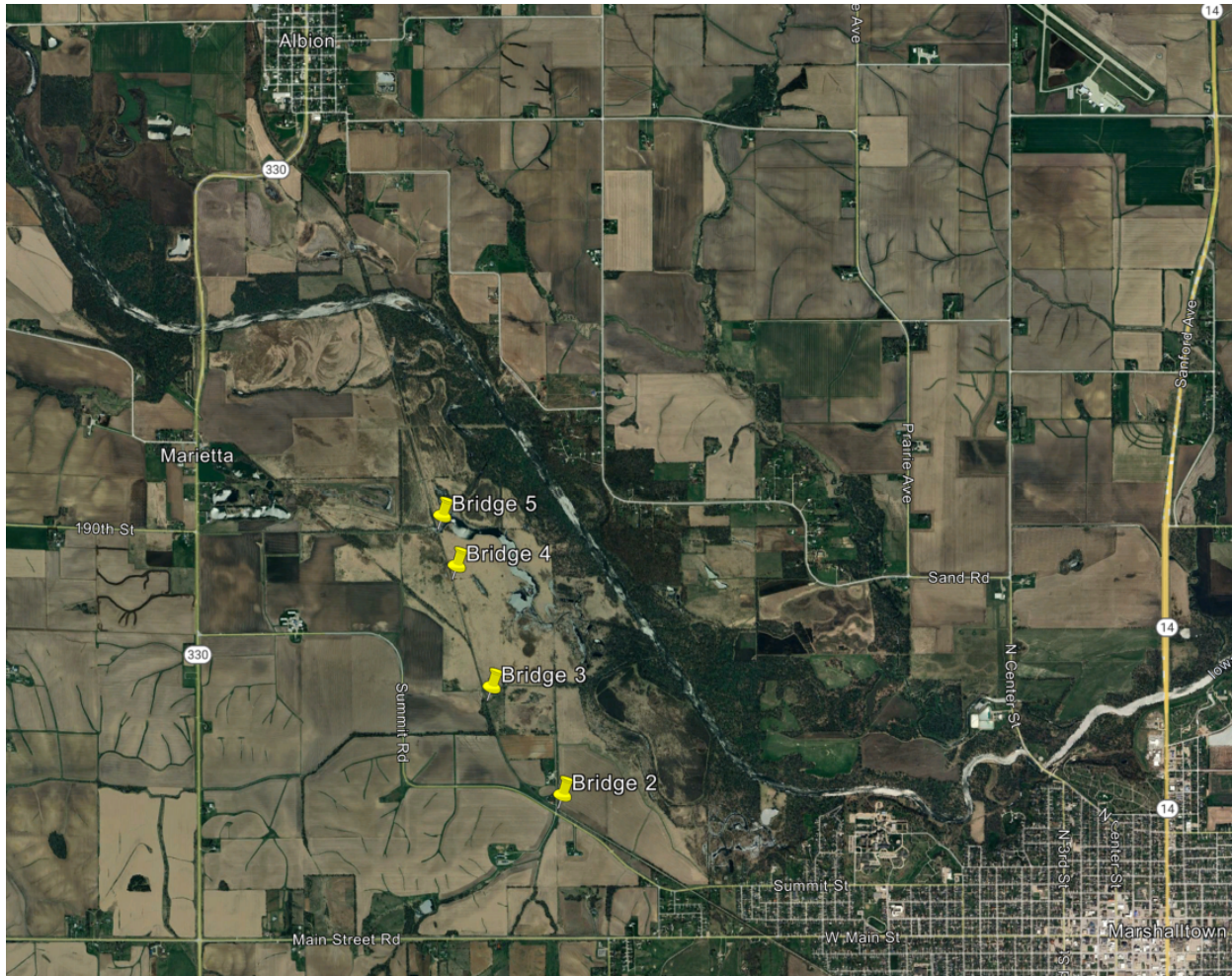
Description/Background:

This project including the replacement of IRET Bridge 2 from the bridge removed from Timber Creek Park and replacing IRET Bridges 3, 4, and 5 with new bridges was let through a June 17th, Iowa DOT Letting. The apparent bids were as follows and are in the process of being awarded.

Boulder Contracting, LLC	\$ 1,213,529.70
Peterson Contractors Inc	\$ 1,297,047.20
Minturn, Inc	\$ 1,735,373.20
Dixon Construction Co	\$ 1,816,177.00
Cramer and Assoc, Inc	\$ 1,948,880.80

With the current phase of the project, replacing Bridges 2-5, the city requires the services of a consultant to perform construction observation and administration. There is a high level of audit and oversight on this project and construction administration due to the State Recreation Trail grant and two Transportation Alternative Grants funding this project that are specific to Iowa DOT let projects. The city does not currently have staff capacity and capability to perform the extent of construction audit requirements required for the project. We recommend hiring CBA, who prepared the design of the project and regularly performs construction admin/inspection on DOT projects with these funding audit requirements. With completion of Bridges 2 thru 5, this will open access to another 2.3 miles of unpaved trail that can be used.

We are still restricted from having any communication with the Contractors until after contracts are executed, so I do not know what their construction schedule may look like. The late start date is 04/06/2026 with Free 2025-2026 winter work and 100 working days allowed.



Attachments:

1. Resolution Approving CBA for IRET Bridge 2-5 Construction Phase Services
2. CBA IRET Bridge 2-5 Construction Phase Services SA

RESOLUTION APPROVING SUPPLEMENTAL AGREEMENT #1 FOR \$180,000 WITH CALHOUN-BURNS & ASSOCIATES FOR THE IOWA RIVER’S EDGE TRAIL BRIDGE 2 THRU 5 PROJECT, CONSTRUCTION PHASE SERVICES, PROJECT #TRL25001

WHEREAS, the City of Marshalltown has an existing agreement with Calhoun-Burns & Associates for professional services; and

WHEREAS, the City of Marshalltown, in conjunction with the Iowa DOT, intend to award construction of the Iowa River’s Edge Trail Bridges 2-5 project; and

WHEREAS, the City of Marshalltown will require construction-related services, including administration and observation, for the project; and

WHEREAS, Calhoun-Burns & Associates has submitted a Supplemental Agreement to complete these additional services at a cost of \$180,000.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that the Supplemental Agreement with Calhoun-Burns & Associates for the scope, totaling \$180,000, is hereby approved and the Mayor is directed to execute the Agreement.

Passed this 23rd day of June, 2025, and signed this _____ day of June, 2025.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, CMC, City Clerk



CALHOUN-BURNS
&
ASSOCIATES

February 28, 2025

Heather Thomas, P.E.
Public Works Director
24 N. Center Street
Marshalltown, IA 50158

**RE: SUPPLEMENTAL AGREEMENT NO. 1 – CONSTRUCTION PHASE SERVICES
IA RIVER'S EDGE TRAIL- BRIDGES 2 THRU 5
PROJECT NO. TAP-R- 4797(625)- -8T-64
CB&A PROJECT NO. 2022131**

Dear Ms. Thomas:

This Supplemental Agreement No. 1 is submitted in accordance with our current Agreement for Professional Engineering Services dated February 15, 2022, and your recent request for Calhoun-Burns and Associates, Inc. (CB&A) to provide construction phase services. This project is scheduled to be let through the Iowa DOT on June 14, 2025.

Our construction phase services will include arranging and leading a preconstruction meeting, providing on-site construction observation, reviewing shop drawing submittals, preparing partial payments, documenting the construction materials used in the project, and coordinating the field testing required by the governing specifications. In addition, we will maintain the construction records in APPIA and Doc Express for a possible post construction review by the Iowa DOT. Per our discussion with you, we will coordinate with your staff who can assist periodically with observing onsite activities as needed. Specifically, they will perform erosion control inspection and the associated necessary paperwork. We will utilize necessary material testing firms as needed.

Per Attachment A, Supplemental Services, of the Agreement, we propose to provide these construction phase services at our hourly rates current at the time these services are performed plus actual expenses. The proposed fee for construction phase services will not exceed an amount of \$180,000.00 without further authorization. This amount is based upon an anticipated beginning of construction in Summer 2025, the potential of work being done throughout the Winter of 2025-2026 and all construction activities being complete by mid-September 2026. Our invoices will include our direct expenses including any special testing performed by subconsultant(s). In addition, the City may be invoiced directly by the Iowa DOT for independent material testing and certification provided by their staff.

The actual amount of engineering services required during construction by CB&A and our subconsultants will ultimately be determined during the construction period identified by the contractor. There are several factors which will impact their effort as there are inherent risks in all construction projects. The scope of services, budgeted hours, and fee amounts for this project, have been based on our previous experience with recent and similar projects. The

actual start and completion dates, skill, quality, and efficiency of the contractor and subcontractors; any unforeseen and/or unsuitable site conditions, and the amount of poor weather during the construction period are just a few of the factors which will directly impact how construction of the project proceeds and ultimately, the efficiency and amount of effort required by CB&A in providing these services.

All provisions of the original Agreement remain in effect except as modified by this Supplemental Agreement No. 1.

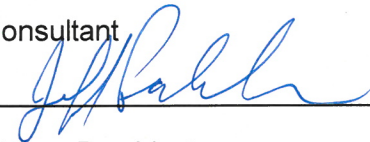
Please review this proposal and, if it is acceptable, please have both copies signed and dated. Then return one executed copy to me. We will continue to do a good job for you and the City of Marshalltown.

For the Consultant

By:

Title:

Date:



Vice- President

2/28/25

For the City

By:

Title:

Date:

Public Works Director

Attest

By:

Title:

Date:



2025 HOURLY BILLING RATES (EFFECTIVE JUNE 2024)

PRINCIPAL OF FIRM IV	\$ 267.00 / HOUR
PRINCIPAL OF FIRM III	\$ 257.00 / HOUR
PRINCIPAL OF FIRM II	\$ 247.00 / HOUR
PRINCIPAL OF FIRM I	\$ 235.00 / HOUR
SENIOR PROJECT MANAGER IV	\$ 218.00 / HOUR
SENIOR PROJECT MANAGER III	\$ 209.00 / HOUR
SENIOR PROJECT MANAGER II	\$ 204.00 / HOUR
SENIOR PROJECT MANAGER I	\$ 198.00 / HOUR
PROJECT MANAGER IV	\$ 201.00 / HOUR
PROJECT MANAGER III	\$ 196.00 / HOUR
PROJECT MANAGER II	\$ 191.00 / HOUR
PROJECT MANAGER I	\$ 185.00 / HOUR
SENIOR PROJECT ENGINEER IV	\$ 187.00 / HOUR
SENIOR PROJECT ENGINEER III	\$ 182.00 / HOUR
SENIOR PROJECT ENGINEER II	\$ 168.00 / HOUR
SENIOR PROJECT ENGINEER I	\$ 155.00 / HOUR
PROJECT ENGINEER IV	\$ 174.00 / HOUR
PROJECT ENGINEER III	\$ 161.00 / HOUR
PROJECT ENGINEER II	\$ 152.00 / HOUR
PROJECT ENGINEER I	\$ 135.00 / HOUR
SENIOR DESIGN ENGINEER IV	\$ 151.00 / HOUR
SENIOR DESIGN ENGINEER III	\$ 139.00 / HOUR
SENIOR DESIGN ENGINEER II	\$ 131.00 / HOUR
SENIOR DESIGN ENGINEER I	\$ 118.00 / HOUR
DESIGN ENGINEER IV	\$ 143.00 / HOUR
DESIGN ENGINEER III	\$ 136.00 / HOUR
DESIGN ENGINEER II	\$ 129.00 / HOUR
DESIGN ENGINEER I	\$ 120.00 / HOUR
ENGINEER INTERN	\$ 102.00 / HOUR
FUNDING SPECIALIST	\$ 141.00 / HOUR
FUNDING SPECIALIST II	\$ 125.00 / HOUR
SENIOR ENGINEERING TECHNICIAN IV	\$ 157.00 / HOUR
SENIOR ENGINEERING TECHNICIAN III	\$ 149.00 / HOUR
SENIOR ENGINEERING TECHNICIAN II	\$ 143.00 / HOUR
SENIOR ENGINEERING TECHNICIAN I	\$ 136.00 / HOUR
ENGINEERING TECHNICIAN IV	\$ 134.00 / HOUR
ENGINEERING TECHNICIAN III	\$ 131.00 / HOUR
ENGINEERING TECHNICIAN II	\$ 124.00 / HOUR
ENGINEERING TECHNICIAN I	\$ 120.00 / HOUR
OFFICE COORDINATOR	\$ 122.00 / HOUR
ADMINISTRATIVE ASSISTANT IV	\$ 117.00 / HOUR
ADMINISTRATIVE ASSISTANT III	\$ 112.00 / HOUR
ADMINISTRATIVE ASSISTANT II	\$ 108.00 / HOUR
ADMINISTRATIVE ASSISTANT I	\$ 101.00 / HOUR
MILEAGE:	CURRENT IRS STANDARD RATE
EXPENSES:	ACTUAL COST

**HOURLY RATES SHALL BE ADJUSTED ANNUALLY IN ACCORDANCE WITH
CONSULTING ENGINEERS' NORMAL BUSINESS PRACTICE.**



**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: June 23, 2025
Re: Resolution Approving Latitude Signage + Design Proposal for Design-Build Services for a monument sign for the Apgar Family Water Plaza, Project PRK22004, to include Linn Creek District Donor Signage with a project budget of \$50,000, of which an estimated \$40,000 is towards signage design and build scope directly with Latitude Signage + Design.

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 a Latitude Signage + Design Proposal for Design-Build Services for a monument sign for the Apgar Family Water Plaza to include Linn Creek District Donor Signage with a project budget of \$50,000, of which an estimated \$40,000 is towards signage design and build scope directly with Latitude Signage + Design

Budget Impact:

We have sufficient funding for this proposal, as it has been an allowance item since we brought forth the construction bids. 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>
3 Phase Transformer & Primary Extension	Est \$ 30,723.50	<i>Alliant Energy (coordination and communication still in</i>

Construction Bid (+ CO-0)	\$ 1,887,325.00	<i>progress)</i>
Construction Change Order 1	(deduct) - \$2,703.00	<i>Edge Commercial</i>
Construction Change Order 2	\$ 945.00	<i>Edge Commercial</i>
TOTAL	\$ 2,920,180.50	

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:

When this project went out for bids, the project design included two park name signs, a donor sign, and a donor story sign. The low bid of these four signs came to \$104,200, as well as a reduction in electrical and some mobilization costs adding another \$5,000 or so in savings. During bid review and budget concerns, city staff proposed a pre-award, Change Order 0 and removed these items from the scope of the project for the Contractor to include. Signage is frequently done outside of a contractor's work and was an opportunity to utilize the City's partnership with the Arts & Culture Alliance. The signage will be paid for from project Donations.

Spearheaded by the ACA to reconfirm our partnership and alignment with the Arts & Culture Master Plan, the ACA reached out to three companies to request design/build proposals for single signage that serves the purposes of park name, donor listing, and donor story and is integrated into the established creative placemaking components. The budget allowance we provided for the signage as a whole is \$50,000. Due to the ongoing water plaza work, once we have the details and electrical service needs determined – that portion is planned to be installed and change ordered into the construction contract. Therefore; cost was not the primary consideration in the selection criteria used. A tabulation of the responses includes:

Latitude Signage + Design (Grinnell, IA) - \$40,000 Signage Design / Build Contract w \$10,000 in electrical & contingency

Nagle Signs Inc (Waterloo, IA) - \$30,000 - \$45,000 Signage Design / Build Contract w \$5,000 in electrical & contingency

Eagle Sign Co (Grimes, IA) – No submittal.

All of the companies were giving renderings of the Water Plaza, color scheme, locational drawings and the plan to have Apgar Family Water Plaza on one side, with donor recognition/Apgar family story on the back. Latitude Signage + Design is being recommended as the selected company as they are already a sub-contractor on the Apgar Family Water Plaza project for the acrylic material and are familiar with the project. Furthermore, they have experience in the community designing and implementing wow-factor signage at the MHS Roundhouse telling the story of Drills at the South Entrance of the facility. With their bid coming in at \$40K, that leaves a reasonable \$10K in our total \$50K budget to accommodate the electrical needed for the sign and a small contingency. Here is the narrative in the quote to reference about the material (2nd paragraph under scope of work): “As a partner in the initial phase of this project, we have deep working knowledge of the acrylic and faux corten finishes envisioned — ensuring this donor element integrates seamlessly with the overall design intent, material palette, and project vision.”

The bid 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, which may include all or a portion of this signage work.

Attachments:

1. Resolution approving DesignBuild Proposal for Signage
2. Proposal_Marshalltown_Apgar Family Water Plaza_rv1-Latitude

RESOLUTION APPROVING LATITUDE SIGNAGE + DESIGN PROPOSAL FOR DESIGN-BUILD SERVICES FOR A MONUMENT SIGN FOR THE APGAR FAMILY WATER PLAZA, PROJECT PRK22004, TO INCLUDE LINN CREEK DISTRICT DONOR SIGNAGE WITH A PROJECT BUDGET OF \$50,000, OF WHICH AN ESTIMATED \$40,000 IS TOWARDS SIGNAGE DESIGN AND BUILD SCOPE DIRECTLY WITH LATITUDE SIGNAGE + DESIGN.

WHEREAS, the City desires to provide signage and recognition to the donors for the Linn Creek District at the Water Plaza Site; and

WHEREAS, a request for proposals and selection process was conducted in partnership with the Marshall County Arts and Culture Alliance; and

WHEREAS, funds for the signage will come from donations; and

WHEREAS, the Water Plaza budget included a \$50,000 allowance for the design and construction of such signage; and.

WHEREAS, Latitude Signage + Design is recommended to be selected to provide design-build services in the estimated amount of \$40,000 for signage at the Water Plaza, a component of the Linn Creek District Projects.

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

Section 1. That the Design-Build Proposal for the Apgar Family Water Plaza by and between the City of Marshalltown, Iowa and Latitude Signage + Design for the signage is hereby fully approved in all respects and particulars and the Mayor and City Clerk are hereby authorized and directed to execute same for and on behalf of said City.

Passed this 23rd day of June 2025, and signed this _____ day of June 2025.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, CMC, City Clerk

Design-Build Proposal for the Apgar Family Water Plaza

Latitude Signage + Design knows custom donor recognition signage does more than recognize the generosity of your organization's financial contributors, it expresses your appreciation for those who made your goals possible. The right donor signage can also work to support your facility by encouraging others to donate, and the wide variety of materials and styles Latitude Signage + Design offers can fit almost any architectural environment. The Design-Build process is a collaborative partnership with Latitude Signage + Design and the City of Marshalltown, to deliver a successful, tailored signage solution.

SCOPE OF WORK:

Latitude Signage + Design will design, plan, manufacture, and install an **exterior donor recognition display** for the City of Marshalltown's Apgar Family Water Plaza. The scope of work will include design development, comprehensive sign type drawings and specifications, specific donor message layouts, and complete documentation of the sign system.

As a partner in the initial phase of this project, we have deep working knowledge of the acrylic and faux corten finishes envisioned — ensuring this donor element integrates seamlessly with the overall design intent, material palette, and project vision.

Our Designer, working with the full project team, will provide planning expertise and creative ideas and consultation throughout the Design Development phase. A Project Manager serves as the primary point of contact through manufacturing and installation. The Business Development Manager will guide the project from start-up to successful completion, remaining involved through all phases of the project, providing coordination and communications with not only the Latitude project team, but also City of Marshalltown, and others that may be involved in the project.

To ensure that the process is accomplished efficiently and information gathered is communicated consistently, City of Marshalltown shall designate one individual as the primary project contact. This individual will be responsible for responding to information requests and providing comprehensive review, comments and approvals of submittals provided by Latitude.

PROJECT SCHEDULE:

The design and planning process typically requires about 3-4 months from acceptance of this proposal, with manufacturing and installation expected to require an additional 6-8 weeks for completion of the implementation.

COMPREHENSIVE DESIGN, PLANNING AND IMPLEMENTATION FEE:

It is understood that the City of Marshalltown has established a budget of **\$ 40,000.00** for the complete recognition display – including all design, product and installation costs. Latitude Signage + Design will work with the City of Marshalltown to design and develop a package that fits within this cost requirement.

Latitude assumes installation will be scheduled in one stage. Once the design development phase is complete, Latitude will provide a final budget based on actual sign design and scope.

This proposed Fee is valid for ninety (90) days from the date of this proposal. Contact Latitude to confirm fees and schedule after these expiration dates. A 25% deposit is due upon acceptance of this proposal. Latitude will invoice an additional 25% at the time the project is approved for manufacturing. The remaining balance of the project will be invoiced upon completion of the installation. All invoices are due net 30 days.

This proposal is based on information drawn from the initial discussions between Amber Danielson and Tony Squire, regarding the size and scope of the referenced project. Substantial changes to the size and scope of the project, as it is currently understood, may result in changes to the fee and schedule required for completion. Electrical to the site, provided by others. Pricing provided does not include sales tax.

Thank you for the opportunity to submit this proposal.

Tony Squire
Business Development Manager

PHOTOGRAPHY RELEASE:

Latitude Signage + Design takes great pride in our products and services and often take photographs of our finished projects.

Project/Facility Name: City of Marshalltown / Apgar Family Water Plaza

I hereby grant Latimer Associates, d.b.a. Latitude Signage + Design, and ImageFirst, the right to publish all submitted photograph(s) in whole or in part. The rights granted herein shall extend to publications, electronic reproductions and/or marketing and promotional materials. Uses include print and electronic form, including but not limited to, marketing, contests, advertising, video, website, and social media pages. I also acknowledge that Latitude Signage + Design and/or ImageFirst may choose not to use the photographs at this time, but may do so at its own discretion at a later date. Latitude Signage + Design and/or ImageFirst may also grant usage of photograph(s) by a vendor as long as usage identifies photograph(s) as being associated with Latitude Signage + Design and/or ImageFirst.

Photography Restrictions:

I accept this proposal and I authorize Latitude to proceed with the services outlined within, including the photography release.

signature

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: June 23, 2025
Re: Resolution Approving Purchase of a 2012 International 4300 Terex 47' Digger Derrick for the Price of \$27,500 from Higher View Enterprises Inc for use in the Facility & Electrical Division of the Public Works Department and Declaring Asset 6263, a 1989 Ford C800 Cab and Chassis w/ Pitman PoleCat, Surplus for Disposal Thereof

Strategic Plan Objective:

No objective covers equipment used to maintain city facilities; however, maintaining equipment in good operating conditions is required to be able to perform job duties.

Recommended:

Recommend authorizing purchase.

Budget Impact:

The \$27,500 is well under the \$75,000 budgeted in FY26 CIP for a replacement used Digger Derrick. When comparing available used equipment, this was determined to be the best value.

Description/Background:

The city currently has a 1989 FORD C8000 CAB & CHASSIS W/ PITMAN POLECAT (ASSET 6263) that the city purchased used in 2005 for \$19,299.40.

We use the pole cat for flag poles, traffic signals, tornado sirens, and street lights. It is at or past its end of life and we are in need of replacing it; it is a gem. This manual unit has a bad head gasket so we have to add antifreeze anytime we use it (per our Street Division Mechanic, it would cost more have repaired than the unit is worth), the last aerial inspection report noted the load line needed replaced, several hydraulic lines were in poor shape/leaking/exposed/damaged braids, cracked welds on upper boom and controls don't work on 1 side.

While we have limited use (based on amount of time needed), when we need it - it is needed, which can make leasing equipment more challenging if used on a case-by-case basis. Our current one was purchased used and has lasted nearly 20-years. We are proposing to find a

used one and if we can have similar longevity on this one, it will be a better financial move for the city. Initial review of available used models in 2024 indicated 7- to 10-year-old used models for sale in the range of \$50,000 - \$75,000 and \$75,000 was budgeted.

The city obtained the following quotes (attached) on used equipment:

\$27,500 2012 International 4300 Terex 47' Digger Derrick from Higher View Enterprises, Inc (Knoxville, IA)

\$32,500 2014 Freightliner M2 Altex 47' Digger Derrick from Higher View Enterprises, Inc (Knoxville, IA)

\$41,250 2015 Ford Digger Derrick from Custom Truck One Source (Kansas City, MO)

\$48,500 2013 Freightliner Digger Derrick M2106 from Custom Truck One Source (Kansas City, MO)

City utility and mechanic staff made site visits to check out two of the available used options. The 2012 International 4300 Terex 47' Digger Derrick was determined to be the best value. It has the same chassis, motor & transmission as most of the street dept. dump trucks so the mechanics should be able to work on them and its pre-DEF. Additionally, the seller has provided the city a copy of the Title and the most recent two inspections through DOT and Aerial Equipment from March 2025. The one deficiency noted has been fixed already.

We are recommending accepting this low quote and purchasing this equipment from Higher View Enterprises, Inc.

We are recommending to declare surplus our existing 1989 FORD C8000 CAB & CHASSIS W/ PITMAN POLECAT (ASSET 6263), so it may be disposed of. We will first attempt disposal through GovDeals. Funds will be returned to Road Use Tax Fund (Fund 110).

Attachments:

1. Resolution Approving Purchase of Digger Derrick
2. Used Digger Derrick - Available Equipment

**RESOLUTION APPROVING PURCHASE OF A 2012 INTERNATIONAL 4300 TEREX
47' DIGGER DERRICK FOR THE PRICE OF \$27,500 FROM HIGHER VIEW
ENTERPRISES INC FOR USE IN THE FACILITY & ELECTRICAL DIVISION OF
THE PUBLIC WORKS DEPARTMENT AND DECLARING ASSET 6263, A 1989 FORD
C800 CAB AND CHASSIS W/ PITMAN POLECAT, SURPLUS FOR DISPOSAL
THEREOF**

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

WHEREAS, the City of Marshalltown, Iowa desires to procure a Digger Derrick to be utilized by the Electrical/Facility Division; and

WHEREAS, the City obtained quotes for several used available model and is recommending Higher View Enterprises, Inc, who submitted a quote for a purchase price of \$27,500; and

WHEREAS, the City of Marshalltown is the sole owner of the property listed in Section 3, which is to be declared surplus property; and

WHEREAS, acceptance of this quote and 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. That the City of Marshalltown accepts the quote from Higher View Enterprises, Inc for the purchase of a 2012 International 4300 Terex 47' Digger Derrick in the amount of \$27,500, to be used by the Electrical/Facility Division.

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

Section 3. The property listed below is hereby declared as surplus property and shall be disposed of:

<u>Asset</u>	<u>Description</u>
#6263	1989 Ford C800 Cab and Chassis w/ Pitman PoleCat

Passed this 23rd day of June 2025, and signed this _____ day of June 2025.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk



Product Details

Home > Categories > Digger Derrick | Item # 3HAMMAAN9CL439299



[Click for additional views](#)

2012 International 4300 Terex 47' Digger Derrick

Item # 3HAMMAAN9CL439299

\$27,500.00

Item Information

2012 International 4300
Digger Derrick/Boom Truck
Service/Utility Truck
VIN: 3HAMMAAN9CL439299
7.6L Diesel Engine
Allison Push Button Automatic Transmission
Terex Commander 4047 Boom
S/N: 2120146541
47' Sheave Height
Insulated Boom
18,660lb Capacity
2 Speed

Heel Winch
 2 Speed Digger
 18" Pengo Auger
 Rear Mounted Boom
 4 Hydraulic Outriggers
 Pole Rack
 Hose Reel
 9 Storage Compartments
 Beacons with Cab Controls
 Wheel Chalk and Outrigger Pad Storage
 Bench Seat
 AC
 Heat
 AM/FM Stereo
 Cruise Control
 12 Volt Plugs
 Cup Holders
 33,000lb GVWR
 12' 8" Travel Height
 Air Brakes
 Single Axle/Dual Wheel
 22.5" Tires with 75% Tread Depth Remaining
 Mud Flaps
 Pintle Hitch with Brake Controller
 2,436 PTO Hours
 5,933 Engine Hours
 75,302 Miles

Related Items

[View All \(3\)](#)



2014 Freightliner M2 Altec 47' Digger Derrick



2011 International 7400 Altec 65' Digger Derrick



2010 International 4300 Altec 45' Digger Derrick



Product Details

Home > Categories > Digger Derrick | Item # 1FVACXC8EHFT9150



[Click for additional views](#)

2014 Freightliner M2 Altec 47' Digger Derrick

Item # 1FVACXC8EHFT9150

\$32,500.00

Item Information

2014 Freightliner M2
Digger/Derrick Truck
Flatbed
VIN: 1FVACXC8EHFT9150
Cummins 8.9L Diesel Engine (300 HP)
Allison Push Button Automatic Transmission
Altec DM47-BBR Boom
SN: 1113FR0945
47' Sheave Height
17,730lb Capacity
20" Auger
3 Section Boom
2 Speed Digger
Pole Guides
Tip Winch

15,000lb Winch Capacity
November 2024 Boom Inspection and Dielectric Testing
4 Hydraulic Outriggers
2,893 PTO Hours
Rear Mounted Boom
Winch
6 Storage Compartments
Pure Sine Inverter
Hose Reel
Beacons with Cab Controls
Work Lights
Bucket and Bench Seat Combo (Air Ride Drivers)
AC
Heat
AM/FM Stereo
Cruise Control
Mirror Heat
Cup Holders
12 Volt Plugs
Single Axle/Dual Wheel
22.5" Tires with 50% Tread Depth
Mud Flaps
Pintle Hitch
33,000lb GVWR
11' 6" Travel Height (with Pole Guides Down)
11,025 Engine Hours
130,667 Miles

Related Items

[View All \(3\)](#)



2012 International 4300 Terex 47' Digger Derrick



2011 International 7400 Altec 65' Digger Derrick



2010 International 4300 Altec 45' Digger Derrick



Used 2015 FORD Digger Derrick F750 For Sale

 Tariff Exempt

\$41,250

Custom Truck One Source - Kansas City

Popularity Stats

 You are the first user to view this listing

 Be the first user to .

 The price has not decreased recently

Description

 Tariff Exempt

2015 FORD F750, Digger Derrick, 2015 Ford F-750 Diesel 4x4 Terex Commander 4047 Digger Derrick Truck, Cummins 6.7@260 H.P. 73,507 Miles and 6,646 Hours, Allison 3000 Series 5 Speed Automatic Overdrive Transmission, 13,200 L.B. Driving Front Axle, 21,000 L.B. Rear Axle with 5.29 Gear Ratio on Spring Suspension, 33,000 L.B. GVWR, 197" W.B. 11R22.5 Rubber on Steel Budd Wheels, P/S A/C, High Back Bucket Seats with 3 Person Seating, Utility Bed with Shelving Package, Swivel Pintle Hitch with Tractor Package for Air Brake Trailers. Unit sold as-is where-is in Bakersfield CA. Inspection completed by a non-bias, qualified, 3rd party. Additional findings, videos, and photos can be found on the circle inspection icon below. Financing and transportation available.

Message from Custom Truck One Source - Kansas City

Pre - Order your specialized up fit truck today or search our inventory for available trucks!

<https://www.customtruck.com/tools/tools>

Custom Truck One Source - Kansas City

Detailed Specifications

Condition:	Used
Year:	2015
Make:	FORD
Model:	F750
Class:	CLASS 1 (GVW 0 - 6000)
Category:	Digger Derrick
Location:	Kansas City, MO
VIN:	3FRXF7FK7FV513974

[View on Dealer's Website](#) 

[See more Trucks from this dealer](#) 



Used 2013 FREIGHTLINER Digger Derrick M2106 For Sale

\$48,500

Custom Truck One Source - Kansas City

Popularity Stats

👁 **Seen 1 times** *(last 30 days)*

♥ Be the first user to .

💎 The price has not decreased recently

Description

2013 FREIGHTLINER M2106, Digger Derrick, 2014 Freightliner M2 Diesel 4x4 Terex Commander 4047 Digger Derrick Truck, Cummins 6.7@250 H.P. 66,763 Miles and 5,808 Hours, Allison 3500 RDS (Rugged Duty Series) 6 Speed Automatic Overdrive Transmission, 14,000 L.B. Driving Front Axle, 21,000 L.B. Rear Axle with 5.57 on Spring Suspension, 33,000 L.B. GVWR, 190" W.b. 12R22.5 Rubber on Steel Budd Wheels, P/S A/C, Behind the Cab Mount Cross Over Tool Box, Flat Bed, Pintle Hitch with Tractor Package for Air Brake Trailers, 3 Person Bench Seat. Unit sold as-is where-is in Hooksett NH. Inspection completed by a non-bias, qualified, 3rd party. Additional findings, videos, and photos can be found on the circle inspection icon below. Financing and transportation available.

Message from Custom Truck One Source - Kansas City
Pre - Order your specialized up fit truck today or search our inventory for available trucks!
<https://www.customtruck.com/tools/tools>

Custom Truck One Source - Kansas City

Detailed Specifications

Condition:	Used
Year:	2013
Make:	FREIGHTLINER
Model:	M2106
Class:	CLASS 1 (GVW 0 - 6000)
Category:	Digger Derrick
Location:	Kansas City, MO
VIN:	3ALDCXDT8FDGA6932

[View on Dealer's Website](#)

See more Trucks from this dealer



\$174,838



\$174,838



\$69,500

83,490 miles



\$121,500



**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: June 23, 2025
Re: Resolution Setting Date for Public Hearing on Urban Renewal Plan
Amendment for the Marshalltown Urban Renewal Area No. 3

Strategic Plan Objective:

Expand and improve development in the community.

Recommended:

Set the public hearing on the amendment for urban renewal area No. 3 for July 28, 2025.

Budget Impact:

Description/Background:

The City of Marshalltown is proposing an amendment of the urban renewal plan for the Marshalltown Urban Renewal Area No. 3. The amendment authorizes the undertaking of a new urban renewal project in the Urban Renewal Area providing tax increment financing support to Shops at Marshalltown, LLC in connection with the renovation and redevelopment of the existing Marshalltown Mall at 2500 South Center Street. The project includes the design of new storefronts, and the construction of sidewalk, parking lot and other structural improvements.

It is anticipated that the City's total commitment of incremental property tax revenues with respect to the project will not exceed \$7,250,000, plus the administration fees in the amount not to exceed \$20,000.

The public hearing will be set for July 28, 2025, at 5:30 pm in the City Council Chambers, 10 West State Street.

Attachments:

1. Set Hrg UR Amend no adds (Marshalltown-62 2025)-v2
2. UR Plan Amend (Marshalltown-62 2025)-v2

June 18, 2025

VIA E-MAIL

Carol Webb
City Administrator/City Hall
Marshalltown, IA

Re: Marshalltown Urban Renewal Area No. 3 (July, 2025 Amendment)
Our File No. 422742-62

Dear Carol:

We have prepared the attached materials which will enable your City Council to act on June 23rd to set July 28th as the date for a public hearing on the amendment to the existing urban renewal plan for the Marshalltown Urban Renewal Area No. 3.

The notice which is included in the attached resolution must be published once, not less than four (4) and not more than twenty (20) days prior to the date selected for the hearing. The last date on which the notice may effectively be published is July 24, 2025. Please print a copy of the notice for delivery to the newspaper. Please email a copy of the published notice to lemke.susan@dorsey.com.

Also, a “consultation session” must be set up with the local county and school district. Please refer to my separate letter enclosed for further details.

Please provide one fully executed set of proceedings, once all the actions have been taken, and contact John Danos or me if you have any questions.

Kind regards,

Amy Bjork

Attachments

cc: Alicia Hunter

June 17, 2025

VIA E-MAIL

Carol Webb
City Administrator/City Hall
Marshalltown, IA

Re: Marshalltown Urban Renewal Area No. 3 Amendment/Consultation Session
Our File Number: 422742-62

Dear Carol:

The Iowa Urban Renewal Law requires that a city provide information concerning a proposed urban renewal plan or amendment to any other governmental bodies which might be affected by the use of tax increment financing within your urban renewal area. Specifically, the City must send a copy of the urban renewal plan amendment and an invitation to attend a meeting to discuss the urban renewal plan amendment to any county or school district whose jurisdiction covers any property which is within the urban renewal area. This consultation must be held at least two weeks prior to the public hearing on July 28, 2025.

It is our understanding that the property within your urban renewal area would affect Marshall County and the Marshalltown Community School District.

Attached is a draft letter which you may use in order to provide notification to these governmental entities of the date, time and place of a meeting at which they may discuss your urban renewal plan amendment. The law does not require that this be a meeting of the City Council, and you may use your discretion about who represents the City at the meeting.

The letter should be sent by ordinary US Mail, and we recommend mailing the letter at least seven (7) days before the consultation session. Along with the letter, you should send a copy of the urban renewal plan amendment and a copy of the notice of the public hearing on the urban renewal plan amendment.

According to our records, here are the mailing addresses for the individuals who should receive the notification letter and the enclosures:

Page 2

Board of Supervisors
c/o Marshall County Auditor
Marshall County Courthouse
1 E Main Street
Marshalltown, Iowa 50158

Superintendent
Marshalltown Community School District
1002 South 3rd Avenue
Marshalltown, Iowa 50158

Please call John Danos or me if you have questions.

Kind regards,

Amy Bjork

cc: Alicia Hunter

[City letterhead]

DATE: _____

TO: Board of Supervisors, Marshall County
Superintendent, Marshalltown Community School District

FROM: City Council
City of Marshalltown, Iowa

RE: Marshalltown Urban Renewal Area No. 3 Plan Amendment

The City of Marshalltown is in the process of amending the urban renewal plan for the Marshalltown Urban Renewal Area No. 3, and, pursuant to Section 403.5 of the Code of Iowa, the City is sending you the enclosed copy of its urban renewal plan amendment and scheduling a meeting at which you will have the opportunity to discuss this amendment.

The meeting to discuss our urban renewal plan amendment has been set for _____, 2025, at __:__.m. at the _____ in Marshalltown. If you are unable to send a representative to the meeting, we invite your written comments. In addition, Section 403.5 gives your designated representative the right to make written recommendations concerning the urban renewal plan amendment no later than seven days following the date of the meeting.

The City will also hold a public hearing on this urban renewal plan amendment at __:__.m. on July 28, 2025, and a copy of the notice of hearing is enclosed for your information.

Please call Carol Webb or Alicia Hunter at (641) 754-5701 if you have questions.

Enclosure

SET DATE FOR HEARING ON
URBAN RENEWAL PLAN
AMENDMENT

422742-62

Marshalltown, Iowa

June 23, 2025

The City Council of the City of Marshalltown, Iowa, met on June 23, 2025, at 5:30 p.m., at the City Council Chambers, 10 West State Street, in the City, for the purpose of setting a date for a public hearing on a proposed urban renewal plan amendment. The Mayor presided and the roll being called, the following members of the Council were present and absent:

Present: _____

Absent: _____.

The Mayor announced that an amendment to the urban renewal plan for the Marshalltown Urban Renewal Area No. 3 had been prepared, and that it was now necessary to set a date for a public hearing on the proposed amendment to the urban renewal plan. Accordingly, Council Member _____ moved the adoption of the following resolution entitled “Resolution Setting Date for a Public Hearing on Urban Renewal Plan Amendment for the Marshalltown Urban Renewal Area No. 3” and the motion was seconded by Council Member _____. Following due consideration, the Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the resolution duly adopted as follows:

RESOLUTION NO. 2025-137

**Resolution Setting Date for Public Hearing on Urban Renewal Plan
Amendment for the Marshalltown Urban Renewal Area No. 3**

WHEREAS, the City Council of the City of Marshalltown, Iowa by resolution previously established the Marshalltown Urban Renewal Area No. 3 (the “Urban Renewal Area”) and adopted an urban renewal plan (the “Plan”) for the governance of initiatives and projects therein; and

WHEREAS, an amendment (the “Amendment”) to the Plan has been prepared which authorizes the undertaking of a new urban renewal project in the Urban Renewal Area consisting of providing tax increment financing support to Shops at Marshalltown, LLC (the “Company”) in connection with the renovation and redevelopment of the existing Marshalltown Mall by the Company; and

WHEREAS, it is now necessary that a date be set for a public hearing on the Amendment;

NOW, THEREFORE, Be It Resolved by the City Council of the City of Marshalltown, Iowa, as follows:

Section 1. This City Council will meet at the City Council Chambers, at 10 West State Street, Marshalltown, Iowa, on July 28, 2025, at 5:30 p.m., at which time and place it will hold a public hearing on the proposed Amendment.

Section 2. The City Clerk shall publish notice of said hearing, the same being in the form attached hereto, which publication shall be made in a legal newspaper of general circulation in the City, which publication shall be not less than four (4) and not more than twenty (20) days before the date set for hearing.

Section 3. Pursuant to Section 403.5 of the Code of Iowa, the City Administrator, or her designee, is hereby designated as the City's representative in connection with the consultation process which is required under that section of the urban renewal law. It is hereby directed that representatives of Marshall County and the Marshalltown Community School District be invited to participate in the consultation.

Passed and approved this June 23, 2025.

Mayor

Attest:

City Clerk

NOTICE OF PUBLIC HEARING ON PROPOSED URBAN RENEWAL PLAN
AMENDMENT

Notice Is Hereby Given: That at 5:30 p.m., at the City Council Chambers, 10 West State Street, Marshalltown, Iowa, on July 28, 2025, the City Council of the City of Marshalltown, Iowa, will hold a public hearing on the question of amending the urban renewal plan for the Marshalltown Urban Renewal Area No. 3 (the “Urban Renewal Area”) to authorize the undertaking of a new urban renewal project in the Urban Renewal Area consisting of providing tax increment financing support to Shops at Marshalltown, LLC (the “Company”) in connection with the renovation and redevelopment of the existing Marshalltown Mall by the Company. A copy of the amendment is on file for public inspection in the office of the City Clerk.

At said hearing any interested person may file written objections or comments and may be heard orally with respect to the subject matters of the hearing.

Alicia Hunter
City Clerk

• • • • •

On motion and vote the meeting adjourned.

Mayor

Attest:

City Clerk

PUBLICATION CERTIFICATE:

STATE OF IOWA
MARSHALL COUNTY
CITY OF MARSHALLTOWN

SS:

I, the undersigned, City Clerk of the aforementioned City do hereby certify that pursuant to the resolution of its City Council fixing a date of public hearing on a proposed urban renewal plan amendment, the notice, of which the printed slip attached to the publisher's affidavit hereto attached is a true and complete copy, was published on the date and in the newspaper specified in such affidavit, which newspaper has a general circulation in the City, and copies were sent to the county and school district.

WITNESS my hand this ____ day of _____, 2025.

City Clerk

(Attach here publisher's affidavit of publication of notice.)

(PLEASE NOTE: This certificate must not be dated until the publication has been made and you have reviewed it to be sure that the notice was published on the date indicated in the attached affidavit.)

ATTESTATION CERTIFICATE:

STATE OF IOWA
MARSHALL COUNTY
CITY OF MARSHALLTOWN

SS:

I, the undersigned, City Clerk of the aforementioned City, do hereby certify that as such I have in my possession or have access to the complete corporate records of the City and of its officers; and that I have carefully compared the transcript hereto attached with the aforesaid records and that the attached is a true, correct and complete copy of the corporate records relating to the action taken by the City Council preliminary to and in connection with setting a date for public hearing on an urban renewal plan amendment.

WITNESS my hand this ____ day of _____, 2025.

City Clerk

CITY OF MARSHALLTOWN, IOWA
URBAN RENEWAL PLAN AMENDMENT
MARSHALLTOWN URBAN RENEWAL AREA NO. 3

July, 2025

The Urban Renewal Plan (the “Plan”) for the Marshalltown Urban Renewal Area No. 3 (the “Urban Renewal Area”) of the City of Marshalltown, Iowa (the “City”) is being amended for the purpose of identifying a new urban renewal project to be undertaken within the Urban Renewal Area.

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

Name of Project: Shops at Marshalltown, LLC Mall Redevelopment Project

Date of Council Approval of Project: July 28, 2025

Description of the Project: Shops at Marshalltown, LLC (the “Company”) has proposed to undertake the renovation and redevelopment of the existing Marshalltown Mall building (the “Project”) situated on certain real property located at 2500 S Center Street (the “Property”) in the Urban Renewal Area including the design of new storefronts, and the construction of sidewalk, parking lot and other structural improvements.

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

The costs incurred by the City in providing tax increment financing assistance to the Company will include legal and administrative fees (the “Admin Fees”) in an amount not to exceed \$20,000.

Description of Use of TIF for the Project: The City intends to enter into a Development Agreement with the Company with respect to the construction and use of the completed Project. The City intends to provide annual appropriation economic development payments (the “Payments”) to the Company under the Development Agreement. The Payments will be funded with incremental property tax revenues to be derived from the Property. It is anticipated that the City’s total commitment of incremental property tax revenues with respect to the Project will not exceed \$7,250,000, plus the Admin Fees.

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

Constitutional debt limit of the City:	<u>\$108,967,285</u>
Outstanding general obligation debt of the City:	<u>\$</u>
Proposed maximum indebtedness to be incurred in connection with this July, 2025 Amendment:	<u>\$ 7,270,000</u>

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



**MARSHALLTOWN
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: June 23, 2025
Re: Resolution to Approve City Fee Schedule for July 1, 2025

Strategic Plan Objective:

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

Recommended:

Staff recommend approving the suggested fee changes.

Budget Impact:

Description/Background:

Finance:

Credit card transaction fees were updated to 3.75% with \$2 minimum for accounts receivable and 3.95% with \$2.50 minimum for parking ticket payments. There is a \$15 credit card chargeback fee. Civic Rec credit card fees will be 3% plus \$.30.

Fire:

The changes below will simplify the permitting process for commercial businesses and also simplify the billing procedures for the Fire and Finance departments.

- Removal of current occupancy permits and a change to 2 types of operational permits. The two permits will be annual for businesses that require a state-issued liquor license and triennial for businesses that do not.
- The fee for a triennial permit will be \$225, and an annual permit will be \$75.
- All commercial businesses will fall under one of these permits, and after 3 years, all commercial businesses will be charged the same amount in total (i.e., \$225 for 3 years or $75 \times 3 = \$225$).
- If a re-inspection is needed, there will be a \$75 fee per occurrence.
- The plan review fee will be changed to the Plan Review and Testing fee to cover the cost of drawn plan reviews and in-field acceptance testing of systems. This fee will be \$150 for a minimum of 2 hours of review and testing, and \$100 for every hour after.

Library:

The Marshalltown Public Library fees were not previously on the schedule so they have been added.

Housing:

To promote compliance and reduce repeat violations within the rental housing program, the Housing Department proposes the following fee addition:

Rental Re-Inspection Fee

- Fee Amount: \$50 per occurrence

This fee applies when a follow-up inspection is conducted by City staff due to:

- Non-compliance with violations noted during the initial inspection, or
- Unresolved deficiencies that require verification of correction.

The re-inspection fee is intended to recover the City's administrative and staffing costs, not those of any outside contractors, and to encourage timely resolution of violations by property owners. If a re-inspection is required to be performed by an outside contractor, the property owner will be responsible for paying the full cost of the contractor's services in lieu of the standard City staff re-inspection fee.

Public Works - Airport:

We request removal of three airport rents related to lighting, aviation, and an aviation service fee as these are not currently charges we handle and these are not mentioned in any agreement with Marshalltown Aviation.

Attachments:

1. Resolution Approving City Fee Schedule
2. MASTER Fee Schedule

RESOLUTION APPROVING CITY FEE SCHEDULE

WHEREAS, the City of Marshalltown has established various fees to cover the costs of issuing permits, inspections and other direct services; and

WHEREAS, the City Clerk has prepared an Exhibit of the updated fee schedule indicating the change; and

WHEREAS, these fees are authorized by law and are proposed to be established by the City of Marshalltown; and

WHEREAS, it is appropriate to review and confirm the fees.

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

Section 1. The fee change established as shown on the attached fee Exhibit is hereby approved and effective July 1, 2025.

Passed this 23rd day of June 2025, and signed this _____ day of June 2025.

CITY OF MARSHALLTOWN

Joel Greer, Mayor

ATTEST:

Alicia Hunter, CMC, City Clerk

CITY OF MARSHALLTOWN MASTER FEE SCHEDULE

Dept	Div.	License or Permit Type	Code Section	How Fee Set	Fee	NEW FEE AMOUNT	License Term / per unit charge	Revised	Notes
Admin	Collections	Accounts Receivable - Admin Fee - Collection		Resolution	15.00		annual		
Admin	Collections	Assessments fee general		Resolution	45.00		per property tax assessment filing for unpaid property related charges		
Admin	Collections	Income/offset filing with the state (annual fee)		Resolution	15.00		per customer account processed for offset		
Admin	Collections	Returned Item Overdraft Fee (NSF)		Resolution	30.00				
Admin	Council	Special Meeting requested by public member for approval of license, permit, agreement etc.		Resolution	500.00		Fee set by Council Manual		
Admin	FOIA	Non-routine requests		Resolution			see policy		
Admin	FOIA	Routine requests		Resolution			see policy		
Admin	Lease	Parking Spaces in City Lots - policy establishing lease	Rent	Resolution	25.00		\$25 per month per space for no longer than 3 year terms		
Admin	Other	Alcohol >50% gross Sales	112.003	No Charge	-		food sales exceeding 60% gross sales allows minor in estab without parents		
Admin	Other	Animal Rescue League - Kennel and Disposition Chgs	90.052	Ordinance	-		ARL administers		
Admin	Permit	Cable Franchise Application Fee	114.002	Ordinance	100.00				
Admin	Permit	Cable Franchise Fee	114.002	Resolution	-		5% of revenue paid quarterly		
Admin	Permit	Carnivals	113.006	Resolution	100.00		\$100 first day, \$50 additional days		
Admin	Permit	Circuses Or menageries	113.002	Resolution	200.00		\$200 per first day, \$100 additional days		
Admin	Permit	Hauler - Garbage & Refuse	50.020 - 50.026	Resolution	100.00		Annual		
Admin	Permit	Hauler - Recycling	50.020 - 50.026	Resolution	25.00		Annual		
Admin	Permit	Hauler - Yard Waste	50.020 - 50.026	Resolution	15.00		Annual		
Admin	Permit	License Required to Carry on Business	110.002		-		varies -		
Admin	Permit	Liquor Licensing	State N/A	State	-		Annual - see state's schedule		
Admin	Permit	Secondhand Dealers, Itinerant Dealers, Pawnbrokers	117.004	Resolution	50.00		Annual		
Admin	Permit	Peddler or Solicitor (per person)	118.011	Resolution	10.00		Per day, per person		
Admin	Permit	Peddler or Solicitor - New Utility Provider	118.011	Resolution	200.00		Annual fee per person	10/28/24	
Admin	Permit	Tobacco/Nicotine/Vape	State N/A	State	100.00		Annual permit issued by city		
Admin	Permit	Transient Merchant - annual	118.011	Resolution	200.00		Annual		
Admin	Permit	Transient Merchant - annual (brick & mortar operation owner)	118.011	Resolution	25.00		Annual		
Admin	Permit	Transient Merchant - 24-hr license	118.011	Resolution	50.00		Operation on private or public property		
Admin	Permit	Vicious Animal	90.050	Resolution	15.00		Annual		
Airport	Rent	Rent - Airport Lights	Rent	Resolution	420.00		Airport 6-1-2024		REMOVE
Airport	Rent	Rent - Aviation	Rent	Resolution	2,164.36		Airport 6-1-2024		REMOVE
Airport	Rent	Rent - Aviation Svc fee	Rent	Resolution	50.00		Airport 6-1-2024		REMOVE
Airport	Rent	Fixed-Base Operation Lease & Fuel Agreement	111.004	Resolution 2021-355	-		set by Management Contract		
Airport	Rent	Airport Services	111-004	Resolution	-		set by Management Contract		

Dept	Div.	License or Permit Type	Code Section	How Fee Set	Fee	NEW FEE AMOUNT	License Term / per unit charge	Revised	Notes
Finance	Admin	Accounts Receivable - credit card fees		Resolution	2.95% with \$2 min (all customers) + \$1.25 transaction Fee charged to customer (if paying)	3.75% with \$2 minimum	Set by service agreement		
Finance	Admin	Parking tickets - credit card fees		Resolution	2.95% with \$2 min (all customers) + \$1.25 transaction Fee charged to customer (if paying)	3.95% with \$2.50 minimum	Set by service agreement		
Finance	Admin	Credit card chargebacks		Resolution		15.00	Set by service agreement		
Fire	Admin	Response Fee Non-Resident		Resolution	331.61		Hazmat fee sch - min 1 hr + materials		
Fire	Admin	Response Fee Resident		Resolution	Materials		Cost of materials; over 1 hr bill 15 min increments per HAZMAT sch		
Fire	Admin	Spill pad	OTHER FEES		3.50				
Fire	Admin	Oil dry	OTHER FEES		12.00				REMOVE
Fire	Admin	Vehicle Leaking Fluid		Resolution	Materials		Cost of materials; over 1 hr bill 15 min increments per HAZMAT sch		
Fire	Admin	HazMat-Heavy Response Apparatus with 4 Personnel		Iowa Fire Service	357.14		per hour (minimum 1 hr, billed in 15 min increments after 1st hr)	12/12/22	
Fire	Admin	HazMat-Light Response Apparatus with 2 Personnel		Iowa Fire Service	284.63		per hour (minimum 1 hr, billed in 15 min increments after 1st hr)	12/12/22	
Fire	Admin	HazMat-Extra Response Personnel		Iowa Fire Service	27.53		per hour (minimum 1 hr, billed in 15 min increments after 1st hr)	12/12/22	
Fire	Admin	HazMat-Expended Materials (replacement cost including shipping)		Iowa Fire Service	cost+		actual cost, labor and shipping		
Fire	Admin	HazMat-Equipment Repair or Cleaning (cost plus labor including shipping)		Iowa Fire Service	cost+		actual cost, labor and shipping		
Fire	Admin	HazMat-Damaged Equipment/Property (replacement/repair cost including shipping)		Iowa Fire Service	cost+		actual cost, labor and shipping		
Fire	Admin	HazMat-Other (Contracted services, contracted equip, evacuation of people, etc.)		Iowa Fire Service	Cost		Billed as used		
Fire	Admin	Illegal Burn - 1st Offense	91.026	Resolution	110.00				
Fire	Admin	Illegal Burn - 2nd Offense	91.026	Resolution	210.00				
Fire	Admin	Illegal Burn - 3rd Offense	91.026	Resolution	310.00				
Fire	Admin	Illegal Burn - Commercial Property	91.026	Resolution	Permit fee		Shall be charged the permit fee for violations		
Fire	Admin	Illegal Burn - Late Fee (past due 30 days)		Resolution	20.00		Violations will be assessed a late fee after 30 days	10/24/22	
Fire	Admin	Administrative Warrant - Building Inspection		Resolution	350.00		Fee to obtain administrative warrant when business is non-compliant in request for building inspection	12/12/22	
Fire	Admin	Late Fee - Permits, inspections, fire code violations		Res 2024-001	20.00		Late fee assessed after 30 days past due	01/08/23	
Fire	Admin	Fire Operational Permit (triannual)		Resolution		225.00			
Fire	Admin	Re-inspection fee		Resolution		75.00			
Fire	Annual Permit	Aerosol Products	IFC 105.6.1	Ordinance	65.00				REMOVE
Fire	Annual Permit	Amusement Buildings	IFC 105.6.2	Ordinance	65.00				REMOVE
Fire	Annual Permit	Assembly <50 occupants	IFC 105.6.36	ordinance	40.00				REMOVE
Fire	Annual Permit	Assembly 50-100 occupants	IFC 105.6.36	Ordinance	50.00				REMOVE
Fire	Annual Permit	Assembly 101-300 occupants	IFC 105.6.36	Ordinance	70.00				REMOVE

CITY OF MARSHALLTOWN MASTER FEE SCHEDULE

Dept	Div.	License or Permit Type	Code Section	How Fee Set	Fee	NEW FEE AMOUNT	License Term / per unit charge	Revised	Notes
Fire	Annual Permit	Assembly 301-500 occupants	IFC 105.6.36	Ordinance	90.00				REMOVE
Fire	Annual Permit	Assembly 501+ occupants	IFC 105.6.36	Ordinance	110.00				REMOVE
Fire	Annual Permit	Aviation Facilities	IFC 105.6.3	Ordinance	70.00				REMOVE
Fire	Annual Permit	Carbon Dioxide Systems	IFC 105.6.4	Ordinance	70.00				REMOVE
Fire	Annual Permit	Carnivals & Fairs	IFC 105.6.5	Ordinance	70.00				REMOVE
Fire	Annual Permit	Cellulose Nitrate Film or Storage	IFC 105.6.6	Ordinance	70.00				REMOVE
Fire	Annual Permit	Combustible Dust Producing Ops	IFC 105.6.7	ordinance	70.00				REMOVE
Fire	Annual Permit	Combustible Fiber Storage Permit	IFC 105.6.8	Ordinance	70.00				REMOVE
Fire	Annual Permit	Compressed Gases	IFC 105.6.9	Ordinance	70.00				REMOVE
Fire	Annual Permit	Commercial Burn Permit	91.021	Resolution	225.00				REMOVE
Fire	Admin	Confined Space Response	OTHER FEES	Resolution	2,500.00		annual beginning 7/1/2011, three years		
Fire	Admin	Confined Space Permit- Lennox	OTHER FEES	Resolution	2,500.00		Annual		
Fire	Annual Permit	Covered/Open Mall buildings	IFC 105.6.10	Ordinance	70.00				REMOVE
Fire	Annual Permit	Cryogenic Fluids	IFC 105.6.11	Ordinance	70.00				REMOVE
Fire	Annual Permit	Cutting/Welding	IFC 105.6.12	Ordinance	70.00				REMOVE
Fire	Annual Permit	Dry Cleaning	IFC 105.6.13	Ordinance	70.00				REMOVE
Fire	Annual Permit	Exhibits/Trade Shows	IFC 105.6.14	Ordinance	70.00				REMOVE
Fire	Annual Permit	Explosives/Fireworks	IFC 105.6.15	Ordinance	85.00				REMOVE
Fire	Admin	Fire Excessive Alarm (6-9)	32.003	Ordinance	65.00		First 5 free, fee per alarm		
Fire	Admin	Fire Excessive Alarm (10-14)	32.003	Ordinance	90.00		First 5 free, fee per alarm		
Fire	Admin	Fire Excessive Alarm (15+)	32.003	Ordinance	115.00		First 5 free, fee per alarm		
Fire	Annual Permit	Fire Hydrants/Valves	IFC 105.6.16	Ordinance	70.00				REMOVE
Fire	Annual Permit	Flammable/Combustible Liquids <1000 gal	IFC 105.6.17	Ordinance	70.00				REMOVE
Fire	Annual Permit	Flammable/Combustible Liquids 1001-10,000 gal	IFC 105.6.17	Ordinance	90.00				REMOVE
Fire	Annual Permit	Flammable/Combustible Liquids >10,001 gal	IFC 105.6.17	Ordinance	115.00				REMOVE
Fire	Annual Permit	Floor Finishing >350 sq ft using class 1/2 liquids	IFC 105.6.18	Ordinance	70.00				REMOVE
Fire	Annual Permit	Fruit/Crop Ripening	IFC 105.6.19	Ordinance	70.00				REMOVE
Fire	Annual Permit	Fumigation/Insecticide Fogging	IFC 105.6.20	Ordinance	70.00				REMOVE
Fire	Annual Permit	Hazardous Materials	IFC 105.6.21	Ordinance	80.00				REMOVE
Fire	Annual Permit	HPM Facilities-Use/Storage (Hazardous Production Materials)	IFC 105.6.22	Ordinance	70.00				REMOVE
Fire	Annual Permit	High-Piles Storage	IFC 105.6.23	Ordinance	70.00				REMOVE
Fire	Annual Permit	Hot Work Operations	IFC 105.6.24	Ordinance	70.00				REMOVE
Fire	Annual Permit	Industrial Ovens	IFC 105.6.25	Ordinance	70.00				REMOVE
Fire	Annual Permit	Liquid/Gas-Fueled Equipment in Assembly	IFC 105.6.27		70.00				REMOVE

Dept	Div.	License or Permit Type	Code Section	How Fee Set	Fee	NEW FEE AMOUNT	License Term / per unit charge	Revised	Notes
Fire	Annual Permit	LP Gas/Use/Storage/Dispensing <5,000 gal	IFC 105.6.28	Ordinance	70.00				REMOVE
Fire	Annual Permit	LP Gas/Use/Storage/Dispensing 5-10,000 gal	IFC 105.6.28	Ordinance	90.00				REMOVE
Fire	Annual Permit	LP Gas/Use/Storage/Dispensing 10,000+ gal	IFC 105.6.28	Ordinance	115.00				REMOVE
Fire	Annual Permit	Lumber yard/Woodworking Plants	IFC 105.6.26	Ordinance	70.00				REMOVE
Fire	Annual Permit	Magnesium Use	IFC 105.6.29	Ordinance	70.00				REMOVE
Fire	Annual Permit	Misc Combustible Storage	IFC 105.6.30	Ordinance	70.00				REMOVE
Fire	Annual Permit	Motor Fuel Dispensing Facilities 1-1,000 gal	IFC 105.6.31	Ordinance	70.00				REMOVE
Fire	Annual Permit	Motor Fuel Dispensing Facilities 1,001-10,000 gal	IFC 105.6.31	Ordinance	90.00				REMOVE
Fire	Annual Permit	Motor Fuel Dispensing Facilities 10,001+ gal	IFC 105.6.31	Ordinance	115.00				REMOVE
Fire	Annual Permit	Open Flames & Torches	IFC 105.6.33	Ordinance	70.00				REMOVE
Fire	Annual Permit	Open Flames & Candles	IFC 105.6.34	Ordinance	70.00				REMOVE
Fire	Annual Permit	Organic Coatings	IFC 105.6.35	Ordinance	70.00				REMOVE
Fire	Annual Permit	Pyrotechniques/Special Effects	IFC 105.6.38	Ordinance	265.00				REMOVE
Fire	Annual Permit	Pyroxylin Plastics >25# storage, assembly, manufacturing	IFC 105.6.39	Ordinance	70.00				REMOVE
Fire	Annual Permit	Refrigeration Equipment/Commercial	IFC 105.6.40	Ordinance	70.00				REMOVE
Fire	Annual Permit	Repair Garages/Fuel Dispensing Facilities	IFC 105.6.41	Ordinance	70.00				REMOVE
Fire	Annual Permit	Rooftop Heliports	IFC 105.6.42	Ordinance	70.00				REMOVE
Fire	Annual Permit	Spraying and Dipping	IFC 105.6.43	Ordinance	70.00				REMOVE
Fire	Annual Permit	Scrap Tire Storage	IFC105.6.44	Ordinance	70.00				REMOVE
Fire	Annual Permit	Temporary Membrane/Tent Structures	IFC 105.6.45	Ordinance	70.00				REMOVE
Fire	Annual Permit	Tire Rebuilding Plants	IFC 105.6.46	Ordinance	70.00				REMOVE
Fire	Annual Permit	Waste Handling - wrecking & junk yards, waste handling facilities	IFC 105.6.47	Ordinance	70.00				REMOVE
Fire	Annual Permit	Alcohol License Inspection		Resolution	70.00	75.00			
Fire	PlanReview	Plan Review & Testing - Alarm System		Resolution	110.00	150.00	*does not include 3rd party reviewer charges for factory, hazardous, educational, institutional, storage occupancy		2 hr minimum, \$100/hr after
Fire	PlanReview	Plan Review - Building		Resolution	110.00				REMOVE
Fire	PlanReview	Plan Review - Sprinkler System		Resolution	110.00				REMOVE
Fire	Biennial Permit	Commercial Space 1,500 or less sq/ft (initial)		Resolution	50.00			12/27/22	REMOVE
Fire	Biennial Permit	Commercial Space 1,500 or less sq/ft (Reinspection)		Resolution	50.00			12/27/22	REMOVE
Fire	Biennial Permit	Commercial Space 1,501-3,000 sq/ft (initial)		Resolution	100.00				REMOVE
Fire	Biennial Permit	Commercial Space 1,501-3,000 sq/ft (Reinspection)		Resolution	100.00				REMOVE
Fire	Biennial Permit	Commercial Space 3,001-6,000 sq/ft (initial)		Resolution	200.00				REMOVE
Fire	Biennial Permit	Commercial Space 3,001-6,000 sq/ft (Reinspection)		Resolution	200.00				REMOVE
Fire	Biennial Permit	Commercial Space 6,001-9,000 sq/ft (initial)		Resolution	300.00				REMOVE
Fire	Biennial Permit	Commercial Space 6,001-9,000 sq/ft (Reinspection)		Resolution	300.00				REMOVE

Dept	Div.	License or Permit Type	Code Section	How Fee Set	Fee	NEW FEE AMOUNT	License Term / per unit charge	Revised	Notes
Fire	Biennial Permit	Commercial Space 9,001-12,000 sq/ft (initial)		Resolution	400.00				REMOVE
Fire	Biennial Permit	Commercial Space 9,001-12,000 sq/ft (Reinspection)		Resolution	400.00				REMOVE
Fire	Biennial Permit	Commercial Space 12,001-15,000 sq/ft (initial)		Resolution	500.00			12/27/22	REMOVE
Fire	Biennial Permit	Commercial Space 12,001-15,000 sq/ft (Reinspection)		Resolution	500.00			12/27/22	REMOVE
Fire	Biennial Permit	Commercial Space 15,001 or more sq/ft (initial)		Resolution	600.00			12/27/22	REMOVE
Fire	Biennial Permit	Commercial Space 15,001 or more sq/ft (Reinspection)		Resolution	600.00			12/27/22	REMOVE
Housing	Building	Backflow Prevention	153.002	Ordinance	10.00		Per (C), (b), 4_Annual Renewal Fee - Collected by Marshalltown Water Works		
Housing	Building	Building Investigation Fee		Resolution	-				
Housing	Building	Building Permit	Current Schedule	Resolution	-		Int'l Code Council Building Valuation Data Table & Schedule		
Housing	Building	Solar: Single-Family Residential (Solar Base: simple plan review & 2 inspection trips, admin fee)	154.058	Resolution	95.00			12/12/22	
Housing	Building	Trade Permit (Plumbing, Mechanical & Electrical) - Residential - New home construction		Resolution	125.00			12/12/22	
Housing	Building	Trade Permit (Plumbing, Mechanical & Electrical) - Residential - Alteration		Resolution	85.00			12/12/22	
Housing	Building	Trade Permit (Plumbing, Mechanical & Electrical) - Residential - Minor equipment/appliance replacement		Resolution	62.00			12/12/22	
Housing	Building	Trade Permit (Plumbing, Mechanical & Electrical) - Commercial (inc. all uses other than single-family)		Resolution	Valuation		\$50 for first \$1,000 then \$5 for each additional \$1,000 valuation	12/12/22	
Housing	Building	Demolition Permit - Residential		Resolution	50.00		Each building		
Housing	Building	Demolition Permit - Commercial		Resolution	100.00		Each building		
Housing	Building	Plan Review Fees	151.002		Valuation		Based on 65% of building permit valuation schedule for projects with valuation over \$500,000	12/12/22	
Housing	Code Enf	Certified Mail Fee		Ordinance	cost		recoup actual cost for nuisance cleanup		
Housing	Code Enf	Code Enforcement Admin Fee		Resolution	100.00		per cleanup		
Housing	Code Enf	Landfill Fee - Nuisance		Ordinance	cost		recoup actual cost for nuisance cleanup		
Housing	Code Enf	Nuisance Abatement Cleanup Fee		Ordinance	cost		recoup actual cost for nuisance cleanup		
Housing	Code Enf	Nuisance Vehicle - Impound Fee	95.009	Resolution	cost		reasonable fee for less than 14 days storage		
Housing	Code Enf	Towing Fee - Nuisance charges		Ordinance	cost		recoup actual cost for nuisance cleanup		
Housing	Code Enf	Vacant Property Code Registration		Resolution	100.00		Annual Registration		
Housing	Code Enf	Vacant Property Code Uninsured Property Fee		Resolution	3,000.00				
Housing	Lead Program	Lead hazard Control Grant Program Subordination		Resolution	100.00				
Housing	Rental	Application Fee - new rental properties (unoccupied)		Resolution	50.00				
Housing	Rental	Application Fee - new rental properties (occupied)		Resolution	500.00				
Housing	Rental	Assessment fee - rental housing	152.005	Resolution	25.00		per parcel item assessed to taxes		
Housing	Rental	Complaint - Housing Advisory Board	152.008	Resolution	-		Per instance \$100 deposit		
Housing	Rental	Rental Property Reinspection Fee				50.00	Reinspection Fee, pre occurrence of failed properties		
Housing	Rental	No-Show Fee for Rental Property Inspection - City Staff Inspection		Resolution	50.00		No-show or failure to provide 24-hr cancellation	02/27/23	
Housing	Rental	No-Show Fee for Rental Property Inspection - Contracted Inspection	2024-138	Resolution	Cost		No-show or failure to provide 48-hr cancellation	07/01/24	
Housing	Rental	Rental Property Inspection - 1st Unit per Parcel	152.004	Resolution & Service Agreement	90.00		Per rental unit inspection per parcel	12/12/22	

CITY OF MARSHALLTOWN MASTER FEE SCHEDULE

Dept	Div.	License or Permit Type	Code Section	How Fee Set	Fee	NEW FEE AMOUNT	License Term / per unit charge	Revised	Notes
Housing	Rental	Rental Property Inspection - 2nd Unit per Parcel	152.004	Resolution & Service Agreement	50.00		Per rental unit inspection per parcel	12/12/22	
Housing	Rental	Rental Property Inspection -3rd-15th Unit per Parcel	152.004	Resolution & Service Agreement	20.00		Per rental unit inspection per parcel	12/12/22	
Housing	Rental	Rental Property Inspection -16 Units and above per Parcel	152.004	Resolution & Service Agreement	400.00		Max fee for large complex per parcel	12/12/22	
Housing	Rental	Rental Property Registration - Annual Fee	152.004	Resolution	15.00		Per rental unit/annual fee	12/12/22	
Housing	Zoning	Annexation - Voluntary for non taxable property		Resolution	250.00				
Housing	Zoning	Final Subdivision Plat		Resolution	100 + 50/ac.				
Housing	Zoning	Home Occupation Special Use Permit		Resolution	50.00				
Housing	Zoning	Home Occupation Special Use Permit		Resolution	150.00				
Housing	Zoning	Ordinance change request		Resolution	500.00				
Housing	Zoning	Planned Unit Development Amendment (no requiring hearings)		Resolution	200.00				
Housing	Zoning	Planned Unit Development Amendment (requiring hearings)		Resolution	500.00				
Housing	Zoning	Planned Unit Development base fee		Resolution	300 + 50/ac		\$300 base fee plus \$50 per acre		
Housing	Zoning	Rezoning Request		Resolution	500.00				
Housing	Zoning	Severance Fee		Resolution	250.00				
Housing	Zoning	Sidewalk Deferment Application	57.039	Resolution	250.00				
Housing	Zoning	Sign Permit		Resolution	50.00				
Housing	Zoning	Special Use Permit		Resolution	300.00				
Housing	Zoning	Subdivision Final Plat base fee		Resolution	100.00				
Housing	Zoning	Subdivision Final Plat per acre fee		Resolution	50.00				
Housing	Zoning	Subdivision Preliminary Plat Base fee		Resolution	250.00				
Housing	Zoning	Subdivision Preliminary Plat per acre fee		Resolution	50.00				
Housing	Zoning	Variance - any other building		Resolution	200.00				
Housing	Zoning	Variance - owner occupied dwelling		Resolution	150.00				
Housing	Zoning	Zoning Verification Letter (Multi-family, Commercial, Industrial, Non-SF)		Resolution	100.00				
Housing	Zoning	Zoning Verification Letter (Single Family Residential)		Resolution	25.00				
Library		Printing black/white			0.10			05/13/25	
Library		Printing color			0.25			05/13/25	
Library		Replacment Library Cards			2.00			05/13/25	
Library		Faxing per page			1.00			05/13/25	
Library		Earbuds			1.00			05/13/25	
Library		Lost or damaged materials cost & 5.00 processing fee			5.00		cost + 5.00 processing fee	05/13/25	
Library		Overdue hotspots up to \$50.00			50.00			05/13/25	
Library		Hotspots returned incorrectly - must be returned to Info Desk			10.00			05/13/25	

CITY OF MARSHALLTOWN MASTER FEE SCHEDULE

Dept	Div.	License or Permit Type	Code Section	How Fee Set	Fee	NEW FEE AMOUNT	License Term / per unit charge	Revised	Notes
Park & Rec	Aquatic	Adult/Tot Swim (T, Th, Sat) 15-pass scan card		Resolution	40.00				
Park & Rec	Aquatic	Adult/Tot Swim (T, Th, Sat) daily		Resolution	3.00				
Park & Rec	Aquatic	Aquatic center admission - 10-tickets sheet		Resolution	45.00				
Park & Rec	Aquatic	Aquatic center admission - after 5 pm		Resolution	3.00				
Park & Rec	Aquatic	Aquatic center admission - daily		Resolution	5.00				
Park & Rec	Aquatic	Birthday Splash - 10 plus hot dog and drink		Resolution	50.00				
Park & Rec	Aquatic	Birthday Splash - 10 plus pizza and drink		Resolution	60.00				
Park & Rec	Aquatic	Birthday Splash - 10 plus small drink		Resolution	70.00				
Park & Rec	Aquatic	Doggie Dip (per dog)		Resolution	5.00				
Park & Rec	Aquatic	Rental - Entire aquatic center	2024-138	Resolution	1,000.00		2-hour private rental	07/01/24	
Park & Rec	Aquatic	Season Pass - 1-person		Resolution	110.00				
Park & Rec	Aquatic	Season Pass - 2-person family		Resolution	180.00				
Park & Rec	Aquatic	Season Pass - additional family members		Resolution	30.00				
Park & Rec	Aquatic	Season Pass - nanny		Resolution	95.00				
Park & Rec	Aquatic	Splash Dance		Resolution	3.00				
Park & Rec	Aquatic	Swimming Lesson- indoor learn to swim		Resolution	45.00			02/13/23	
Park & Rec	Aquatic	Swimming Lesson- indoor preschool		Resolution	45.00			02/13/23	
Park & Rec	Aquatic	Swimming Lesson- outdoor learn to swim		Resolution	45.00			02/13/23	
Park & Rec	Aquatic	Swimming Lesson- outdoor preschool		Resolution	40.00			02/13/23	
Park & Rec	Aquatic	Water walking / lap swim - 15-pass scan card		Resolution	40.00				
Park & Rec	Aquatic	Water walking / lap swim - daily		Resolution	3.00				
Park & Rec	Campground	Camping - Electric only	93.001	Resolution	25.00		per day	02/13/23	
Park & Rec	Campground	Camping - Full Hookup	93.001	Resolution	30.00		per day	02/13/23	
Park & Rec	Campground	Camping - no electric	93.001	Resolution	20.00		per day	02/13/23	
Park & Rec	Dog Park	Dog Park Pass-Intact Animal		Resolution	30.00		ANNUAL	02/13/23	
Park & Rec	Dog Park	Dog Park Pass-Spayed or Neutered Animal		Resolution	25.00		ANNUAL	02/13/23	
Park & Rec	Memorial	Memorial Bench		Resolution	2,000.00		Includes installation on concrete pad		
Park & Rec	Memorial	Memorial Plaque		Resolution	100.00				
Park & Rec	Memorial	Memorial Tree		Resolution	400.00				
Park & Rec	Rental	Ice Skate Rental		Res 2024-001	2.00			01/08/24	
Park & Rec	Rental	Unreturned Ice Skate Rental		Res 2024-001	50.00		Charged to credit card on file	01/08/24	
Park & Rec	Shelter	Adding Alcohol to Rental		Resolution	30.00		Daily Rate		
Park & Rec	Shelter	Shelter - Anson (seasonal)		Resolution	100.00		Daily Rate	02/13/23	
Park & Rec	Shelter	Shelter - Riverview Community Bldg		Resolution	175.00		Daily Rate	02/13/23	

Dept	Div.	License or Permit Type	Code Section	How Fee Set	Fee	NEW FEE AMOUNT	License Term / per unit charge	Revised	Notes
Park & Rec	Shelter	Shelter - Kiwanis (seasonal)		Resolution	90.00		Daily Rate	02/13/23	
Park & Rec	Shelter	Shelter - Riverview Log Cabin (seasonal)		Resolution	50.00		Daily Rate	02/13/23	
Park & Rec	Shelter	Shelter - Riverview Reunion Hall		Resolution	150.00		Daily Rate	02/13/23	
Park & Rec	Terrace	Tree Planting- terrace		Resolution	-		None issued - moratorium		
Park & Rec	VMC	Recreational Activities, Programs, Classes			varies		Varies by session		
Park & Rec	VMC	Daycamp (Summer Blast)			125.00		per child per week	02/10/25	
Park & Rec	VMC	Daycamp (Spring and Winter)		Res 2025-018	125.00		per week or \$30 per day	02/10/25	
Park & Rec	VMC	Daycamp (Camp Marshalltown)		Res 2025-018	50.00		per week		Reimbursed to City by Marshall County ARC
Park & Rec	VMC	Half Gym - 1 court (hourly/weekday)		Res 2020-360	25.00		Hourly/weekday		
Park & Rec	VMC	Half Gym - 1 court (all day/weekday)		Res 2020-360	300.00		Allday/weekday		
Park & Rec	VMC	Half Gym - 1 court (hourly/weekend)		Res 2020-360	50.00		Hourly/weekend		
Park & Rec	VMC	Half Gym - 1 court (hourly/weekend)		Res 2020-360	400.00		Allday/weekend		
Park & Rec	VMC	Whole Gym (hourly/weekday)		Res 2020-360	50.00		Hourly/weekday		
Park & Rec	VMC	Whole Gym (all day/weekday)		Res 2020-360	600.00		Allday/weekday		
Park & Rec	VMC	Whole Gym (hourly/weekend)		Res 2020-360	100.00		Hourly/weekend		
Park & Rec	VMC	Whole Gym (hourly/weekend)		Res 2020-360	800.00		Allday/weekend		
Park & Rec	VMC	Flex Rooms (hourly/weekday)		Res 2020-360	25.00		Hourly/weekday		
Park & Rec	VMC	Flex Rooms (all day/weekday)		Res 2020-360	300.00		Allday/weekday		
Park & Rec	VMC	Flex Rooms (hourly/weekend)		Res 2020-360	50.00		Hourly/weekend		
Park & Rec	VMC	Flex Rooms (hourly/weekend)		Res 2020-360	400.00		Allday/weekend		
Park & Rec	VMC	Multi-Room Discount (hourly/weekday)		Res 2020-360	5.00		Hourly/weekday		
Park & Rec	VMC	Multi-Room Discount (all day/weekday)		Res 2020-360	50.00		Allday/weekday		
Park & Rec	VMC	Multi-Room Discount (hourly/weekend)		Res 2020-360	5.00		Hourly/weekend		
Park & Rec	VMC	Multi-Room Discount (hourly/weekend)		Res 2020-360	50.00		Allday/weekend		
Park & Rec	VMC	Conference Room (hourly/weekday)	*Free to non-profit/service clubs, M-F 7am-5pm	Res 2020-360	25.00		Hourly/weekday		
Park & Rec	VMC	Conference Room (all day/weekday)	*Free to non-profit/service clubs, M-F 7am-5pm	Res 2020-360	300.00		Allday/weekday		
Park & Rec	VMC	Conference Room (hourly/weekend)	*Free to non-profit/service clubs, M-F 7am-5pm	Res 2020-360	50.00		Hourly/weekend		
Park & Rec	VMC	Conference Room (hourly/weekend)	*Free to non-profit/service clubs, M-F 7am-5pm	Res 2020-360	400.00		Allday/weekend		
Park & Rec	VMC	Daily Drop-in Fee (Adults)		Res 2020-360	3.00		per hr		
Park & Rec	VMC	Bounce House		Res 2020-360	75.00		for 2 hours		
Park & Rec	VMC	Tournament Fee		Res 2020-360	200.00		Day		
Park & Rec	VMC	Large Event Fee (Setup, tear down, Fri setup, Sun cleanup)		Res 2020-360	600.00		per event		
Park & Rec	VMC	Deposit for all day events, large events, tournaments		Res 2020-360	500.00				
Park & Rec	Admin	Credit card fees				3% + 30 cents	Per agreement with CivicRec		

CITY OF MARSHALLTOWN MASTER FEE SCHEDULE

Dept	Div.	License or Permit Type	Code Section	How Fee Set	Fee	NEW FEE AMOUNT	License Term / per unit charge	Revised	Notes
Police	Alarm	Alarm- failure to notify PD of service changes	33.024	Resolution	-				
Police	Alarm	Alarm Police - Failure to Notify PD Service Fee	33-024	Ordinance	25.00				
Police	Alarm	Alarm Police - False	33.022	Resolution	40.00		First two in calendar year are free		
Police	Alarm	Malfunctioning Alarm - Service fee to disable	33.023		-				
Police	Noise Control	Noise Permit for 24 hours or less	134.006	Ordinance	25.00		Each		
Police	Noise Control	Noise Permit for one to seven days	134.006	Ordinance	40.00		Each date		
Police	Operations	Social Host Ordinance Enforcement fee	112.040	Ordinance	cost		Officers time on investigation		
Police	Operations	X-duty Police Security Services		Resolution	80.00		per hour		
Police	Operations	Towing Admin Fee		Ordinance	50.00				
Police	Parking	Parking - impounded pursuant to 72.071			50.00				
Police	Parking	Parking Violations	72.001	Ordinance	20.00		per ticket		
Police	Parking	Parking Violations - Over 30 days	72.001	Ordinance	5.00		per ticket		
Police	Parking	Parking Ticket - multiple offenses and charges	72.001, 72-002, 72.003 - 72.999	Ordinance	varies				
Police	Parking	Skof Tow Fee	72.070 - 72.0076		50.00				
Police	Records	Copying of Public Records		Resolution	-		Actual cost for providing digital media		
Police	Records	Copying of Public Records		Resolution	0.25		per page		
Police	Records	Copying of Public Records		Resolution	1.00		per DVD/CD		
Police	Records	Fingerprinting services		Resolution	20.00		No card limit, waive fee for MCSO staff		
Police	Records	Local Criminal History		Resolution	13.00				
Police	Records	Bicycle License			3.00				
Public Works	Compost	Yard Waste and tree Debris Disposal - Kraft bag disposal	50.006	Resolution	1.00				
Public Works	Compost	Yard Waste and tree Debris Disposal - Resusable Container	50.006	Resolution	3.00		minimum		
Public Works	Compost	Yard Waste and tree Debris Disposal - Car/Van/SUV	50.006	Resolution	6.00				
Public Works	Compost	Yard Waste and tree Debris Disposal - Pickup Truck Under 8' bed length	50.006	Resolution	15.00			08/08/22	
Public Works	Compost	Yard Waste and tree Debris Disposal - Pickup Truck 8' and over bed length	50.006	Resolution	20.00			08/08/22	
Public Works	Compost	Yard Waste and tree Debris Disposal - Dump Truck Small (1 ton)	50.006	Resolution	30.00				
Public Works	Compost	Yard Waste and tree Debris Disposal - Dump Truck Medium (single axle)	50.006	Resolution	65.00			08/08/22	
Public Works	Compost	Yard Waste and tree Debris Disposal - Dump Truck Large (tandem axle)	50.006	Resolution	115.00			08/08/22	
Public Works	Compost	Yard Waste and tree Debris Disposal - Semi-Truck & Trailer	50.006	Resolution	200.00			08/08/22	
Public Works	Compost	Yard Waste and tree Debris Disposal - Trailer Under 8' long	50.006	Res 2024-138	15.00			07/01/24	
Public Works	Compost	Yard Waste and tree Debris Disposal - Trailer 8' to 10' long	50.006	Resolution	40.00			08/08/22	
Public Works	Compost	Yard Waste and tree Debris Disposal - Trailer Over 10' long (with sides <18")	50.006	Resolution	60.00			08/08/22	
Public Works	Compost	Yard Waste and tree Debris Disposal - Trailer Over 10' long (with sides >=18")	50.006	Resolution	105.00			08/08/22	
Public Works	Compost	Loading Fee - Compost or Mulch/Wood Chips	50.006	Resolution	20.00				

Dept	Div.	License or Permit Type	Code Section	How Fee Set	Fee	NEW FEE AMOUNT	License Term / per unit charge	Revised	Notes
Public Works	Compost	Sale of Compost - 5-Gallon Bucket	50.006	Res 2024-055	2.00			03/25/24	
Public Works	Compost	Sale of Compost - Reusable Container (Trash Can)	50.006	Res 2024-055	10.00			03/25/24	
Public Works	Compost	Sale of Compost - Pickup Truck Bed	50.006	Res 2024-055	50.00			03/25/24	
Public Works	Compost	Sale of Compost - Per City End Loader Bucket (Scoop)	50.006	Res 2024-055	60.00			03/25/24	
Public Works	Compost	Unprocessed firewood & mulch available on a first come basis (loading fee applies)	50.006	Resolution	-			08/08/22	
Public Works	Compost	Access fee to compost in off season		Resolution	500.00				
Public Works	Electrical	Electrical Contractor License	154.085 - renewal 154.088	Ordinance	100.00		Annual, expires 12/31		
Public Works	Electrical	Electrical work by homeowner	154.058	Resolution	-		Annual, expires 12/31		
Public Works	Electrical	Journeyman Electric License	154.085 - renewal 154.088	Ordinance	30.00		Annual, expires 12/31		
Public Works	Electrical	Electrical Vehicle Charging Station - Energy Cost	N/A	Resolution	0.364		per kWh while charging w/ free parking	07/01/23	
Public Works	Electrical	Electrical Vehicle Charging Station - Parking Cost (after 1 hr grace period after charging stops)	N/A	Resolution	5.00		per hour	10/24/22	
Public Works	Electrical	Electrical Connection, 13th St District Street Lights, Public Use Permit Per Day Per 15 Amp Duplex Receptacle	N/A	Resolution	50.00		per day, per duplex receptacle location	07/24/23	
Public Works	Engineering	Driveway Approach Inspection	72.039	Resolution	36.00		EACH	07/01/23	
Public Works	Engineering	Driveway Permit Application	72.039	Resolution	36.00		EACH	07/01/23	
Public Works	Engineering	Driveway Approach Re-Inspection Fee	72.039	Resolution	28.00		EACH	07/01/23	
Public Works	Engineering	Driveway Extension	72-039	Resolution	49.00		EACH	07/01/23	
Public Works	Engineering	Entrance/Curb Cut	57.016	Resolution	27.00		EACH	07/01/23	
Public Works	Engineering	Bond - Annual	57.023	Resolution	10,000.00				
Public Works	Engineering	Bond - Site Specific	57.023	Resolution	1,000.00			07/01/24	
Public Works	Engineering	Excavation Permit (Work within the ROW)	57.021	Resolution	23.00		EACH		
Public Works	Engineering	Excavation Permit - Longitudinal Utility (for utilities with city franchise agreements)		Resolution	25.00		Per Block (maximum block length of 450 feet)	01/23/23	
Public Works	Engineering	Excavation Permit - Longitudinal Utility (for utilities without city franchise agreements)		Resolution	100.00		Per Block (maximum block length of 450 feet)	01/23/23	
Public Works	Engineering	Failure to Obtain Permit Before Starting Work (1st Offense)		Res 2024-138	-		Warning (one per calendar year)	07/01/24	
Public Works	Engineering	Failure to Obtain Permit Before Starting Work (2nd Offense)		Res 2024-138	100.00		Each per calendar year	07/01/24	
Public Works	Engineering	Failure to Obtain Permit Before Starting Work (3rd Offense)		Res 2024-138	250.00		Each per calendar year	07/01/24	
Public Works	Engineering	Failure to Obtain Permit Before Starting Work (4th or Subsequent Offense)		Res 2024-138	500.00		Each per calendar year	07/01/24	
Public Works	Engineering	Mailbox - max reimbursement for city-damaged post	59.007 - 59.008	Resolution	75.00		max reimb for replacement	07/01/23	
Public Works	Engineering	Moving Building		Resolution	50.00		Each Building		
Public Works	Engineering	Moving Building (loads exceeding vehicle weight limits)		Resolution	200.00		Each building		
Public Works	Engineering	Public Works Sale of Asphalt Millings, per ton	OTHER FEES	Resolution	5.00		per ton		
Public Works	Engineering	Sidewalk Inspection Fee (Full Parcel Sidewalk Construction)	57.042		47.00		EACH	07/01/23	
Public Works	Engineering	Sidewalk Inspection Fee (Partial Sidewalk Construction)	57.042		36.00		EACH	07/01/23	
Public Works	Engineering	Solid Waste Management Assessment- Commercial	51.001	Resolution	72.60		Annual - billed by waterworks		

Dept	Div.	License or Permit Type	Code Section	How Fee Set	Fee	NEW FEE AMOUNT	License Term / per unit charge	Revised	Notes
Public Works	Engineering	Solid Waste Management Assessment-Agricultural with a water meter	51.001	Resolution	8.40		Annual - billed by waterworks		
Public Works	Engineering	Solid Waste Management Assessment-Industrial	51.001	Resolution	72.60		Annual - billed by waterworks		
Public Works	Engineering	Solid Waste Management Assessment-Multiple Family Residential, per family unit	51.001	Resolution	8.40		Annual - billed by waterworks		
Public Works	Engineering	Solid Waste Management Assessment-Single Family Residential	51.001	Resolution	8.40		Annual - billed by waterworks		
Public Works	Engineering	Solid Waste Management Assessment-Trailer Court / each lot	51.001	Resolution	8.40		Annual - billed by waterworks		
Public Works	Engineering	Street Patch Inspection			36.00		EACH	07/01/23	
Public Works	Engineering	Tunneling Permit	57.017	Resolution	36.00			07/01/23	
Public Works	Sewer	Sewer Revision (Disconnect, Repair, or Connect)	52.004	Res 2024-138	Cost		Each connection at cost	07/01/24	
Public Works	Sewer	Sanitary Sewer Connection - assessed	52.005	Ordinance	-		Each connection		
Public Works	Sewer	Sanitary Sewer connection fee - non assessed properties	52.005	Res 2024-138	Calculated			07/01/24	
Public Works	Sewer	Sanitary Sewer Deposit	52.006	Ordinance	40.00				
Public Works	Sewer	Sanitary Sewer Connection Fee (City Installed)	52.007		3,200.00		EACH		
Public Works	Sewer	Sanitary Sewer Connection Fee (Developer Installed)	52.007		300.00		EACH		
Public Works	Sewer & Storm Sewer	Sewer Equip Chg 4" Pump (4 hour minimum)	52.074	Resolution	7.00		Per hour. Note: All time for equipment shall be charged a minimum of one hour unless otherwise noted.		
Public Works	Sewer & Storm Sewer	Sewer Equip Chg 6" Pump (4 hour minimum)	52.074	Resolution	13.00		Per hour. Note: All time for equipment shall be charged a minimum of one hour unless otherwise noted.		
Public Works	Sewer & Storm Sewer	Sewer Equip Chg Air Compressor	52.074	Resolution	25.00		Per hour. Note: All time for equipment shall be charged a minimum of one hour unless otherwise noted.		
Public Works	Sewer & Storm Sewer	Sewer Equip Chg Back Hoe	52.074	Resolution	50.00		Per hour. Note: All time for equipment shall be charged a minimum of one hour unless otherwise noted.		
Public Works	Sewer & Storm Sewer	Sewer Equip Chg Back Hoe w/ Hammer or tamper	52.074	Resolution	65.00		Per hour. Note: All time for equipment shall be charged a minimum of one hour unless otherwise noted.		
Public Works	Sewer & Storm Sewer	Sewer Equip Chg Concrete Saw	52.074	Resolution	45.00		Per hour. Note: All time for equipment shall be charged a minimum of one hour unless otherwise noted.		
Public Works	Sewer & Storm Sewer	Sewer Equip Chg Dump Truck (2.5 ton)	52.074	Resolution	35.00		Per hour. Note: All time for equipment shall be charged a minimum of one hour unless otherwise noted.		
Public Works	Sewer & Storm Sewer	Sewer Equip Chg End loader	52.074	Resolution	65.00		Per hour. Note: All time for equipment shall be charged a minimum of one hour unless otherwise noted.		
Public Works	Sewer & Storm Sewer	Sewer Equip Chg Hole Coring Saw	52.074	Resolution	20.00		Per hour. Note: All time for equipment shall be charged a minimum of one hour unless otherwise noted.		
Public Works	Sewer & Storm Sewer	Sewer Equip Chg Jet Truck	52.074	Resolution	65.00		Per hour. Note: All time for equipment shall be charged a minimum of one hour unless otherwise noted.		
Public Works	Sewer & Storm Sewer	Sewer Equip Chg Jet Vacuum truck	52.074	Resolution	90.00		Per hour. Note: All time for equipment shall be charged a minimum of one hour unless otherwise noted.		
Public Works	Sewer & Storm Sewer	Sewer Equip Chg One Ton Truck	52.074	Resolution	15.00		Per hour. Note: All time for equipment shall be charged a minimum of one hour unless otherwise noted.		
Public Works	Sewer & Storm Sewer	Sewer Equip Chg Pickup Truck	52.074	Resolution	12.00		Per hour. Note: All time for equipment shall be charged a minimum of one hour unless otherwise noted.		
Public Works	Sewer & Storm Sewer	Sewer Equip Chg Television truck	52.074	Resolution	90.00		Per hour. Note: All time for equipment shall be charged a minimum of one hour unless otherwise noted.		
Public Works	Sewer	Sewer Tap Charge 4" Service Lateral Connection	52.074	Resolution	200.00		(including labor, equipment & saddle)		
Public Works	Sewer	Sewer Tap Charge 6" Service Lateral Connection	52.074	Resolution	225.00		(including labor, equipment & saddle)		
Public Works	Sewer & Storm Sewer	Personnel Chgs Sewer Dept. Labor			40.00		Per hour. Note: All time for personnel shall be charged a minimum of one hour unless otherwise noted.		
Public Works	Sewer & Storm Sewer	Personnel Chgs Sewer Dept. Labor Overtime			60.00		Per hour. Note: All time for personnel shall be charged a minimum of one hour unless otherwise noted.		
Public Works	Sewer & Storm Sewer	Personnel Chgs Sewer Superintendent			55.00		Per hour. Note: All time for personnel shall be charged a minimum of one hour unless otherwise noted.		
Public Works	Sewer & Storm Sewer	Response or Repair to Hit Utility, Personnel & Equipment Charges		Res 2024-138	Calculated		2x established rates per hour. Note: all time shall be charged a minimum of one hour unless otherwise noted.		
Public Works	Storm Sewer	COSESCO Permit - per acre plus \$25 additional acre or portion thereof		Resolution	150.00		PER ACRE PLUS ADDL FEE \$25 PER ACRE	07/01/23	

CITY OF MARSHALLTOWN MASTER FEE SCHEDULE

Dept	Div.	License or Permit Type	Code Section	How Fee Set	Fee	NEW FEE AMOUNT	License Term / per unit charge	Revised	Notes
Public Works	Storm Sewer	Major Erosion Control Permit	55.003-55.013	Resolution	-		based on parcel size 150 per acre + 25 addl acre	07/01/23	
Public Works	Storm Sewer	Minor Erosion Control Permit	55.004 - 55.013	Resolution	-		based on parcel size 150 per acre + 25 addl acre	07/01/23	
Public Works	Storm Sewer	Public Works Construction Site Erosion Sediment	55.013	Resolution	-		based on parcel size 150 per acre + 25 addl acre	07/01/23	
Public Works	Storm Sewer	Storm Sewer Revision		Resolution	33.00		Each	07/01/23	
Public Works	Storm Sewer	Storm Water Rate	53.006 - 55.013	Ordinance	4.20		per ERU/month	07/01/24	
Public Works	Storm Sewer	Storm Water Utility rate - exemption and credit application fee	53.024	Resolution	100.00		100 for non residential and \$50 for residential properties		
Public Works	Storm Sewer	SUDAS - in lieu of Detention-Commercial	53.026	Ordinance	13,500.00		per acre		
Public Works	Storm Sewer	SUDAS - in lieu of Detention-Industrial	53.026	Ordinance	12,000.00		per acre		
Public Works	Storm Sewer	SUDAS - in lieu of Detention-Low Density	53.026	Ordinance	6,000.00		per acre		
Public Works	Storm Sewer	SUDAS - in lieu of Detention-Medium High	53.026	Ordinance	12,000.00		per acre		
Public Works	Street	Personnel Charges Sewer Department Labor		Res 2024-138	40.00		Per hour. Note: all time for personnel shall be charged a minimum of one hour unless otherwise noted.		
Public Works	Street	Personnel Charges Sewer Department Labor Overtime		Res 2024-138	60.00		Per hour. Note: all time for personnel shall be charged a minimum of one hour unless otherwise noted.		
Public Works	Street	Personnel Charges Sewer Superintendent		Res 2024-138	50.00		Per hour. Note: all time for personnel shall be charged a minimum of one hour unless otherwise noted.		
Public Works	Street	Emergency Evacuation Response or Barricade Unsafe Right of Way Condition		Res 2024-138	Calculated		2x established rates per hour. Note: all time shall be charged a minimum of one hour unless otherwise noted.		
Public Works	Street	Special Events Trailer (delivery/pickup)	130.003	Ordinance	150.00				
Public Works	Street	Special Events (delivery/pickup 2+ barricades at specific locations)	130.003	Ordinance	300.00				
Public Works	Street	Special Events (delivery/pickup 1 or 2 barricades)	130.003	Ordinance	75.00				
Public Works	WPCP	Annual Inspection	52.074	Resolution	65.00		per hour		
Public Works	WPCP	Copies			0.25		per policy		
Public Works	WPCP	Copies - min 15 minutes labor charge			-		per policy		
Public Works	WPCP	Digestion (Emergency)	52.074	Resolution	20.00				
Public Works	WPCP	Digestion Fee (Metals)	52.074	Resolution	10.00				
Public Works	WPCP	Hourly pH	52.074	Resolution	15.00				
Public Works	WPCP	Investigation of Accidental Discharges/Slug Discharge	52.074	Resolution	62.00		per hour		
Public Works	WPCP	Lab Analysis Alkalinity			10.00				
Public Works	WPCP	Lab Analysis Ammonia Nitrogen			15.00				
Public Works	WPCP	Lab Analysis Arsenic Furnace			19.00				
Public Works	WPCP	Lab Analysis BOD/CBOD			20.00				
Public Works	WPCP	Lab Analysis Cadmium Furnace			19.00				
Public Works	WPCP	Lab Analysis Chromium (Total) Furnace			19.00				
Public Works	WPCP	Lab Analysis COD			15.00				
Public Works	WPCP	Lab Analysis Copper Flame			12.00				
Public Works	WPCP	Lab Analysis Hach TKN			20.00				
Public Works	WPCP	Lab Analysis Lead Furnace			19.00			07/01/23	

Dept	Div.	License or Permit Type	Code Section	How Fee Set	Fee	NEW FEE AMOUNT	License Term / per unit charge	Revised	Notes
Public Works	WPCP	Lab Analysis Molybdenum			19.00				
Public Works	WPCP	Lab Analysis Nickel Furnace			19.00			07/01/23	
Public Works	WPCP	Lab Analysis Nitrogen (Nitrate)			13.00				
Public Works	WPCP	Lab Analysis Oil & Grease			20.00				
Public Works	WPCP	Lab Analysis pH			5.00				
Public Works	WPCP	Lab Analysis Potassium			12.00				
Public Works	WPCP	Lab Analysis Selenium			19.00				
Public Works	WPCP	Lab Analysis Settleable Solids			7.00				
Public Works	WPCP	Lab Analysis Silver Flame			12.00				
Public Works	WPCP	Lab Analysis TKN EPA Method			25.00				
Public Works	WPCP	Lab Analysis Total Phosphorus			20.00				
Public Works	WPCP	Lab Analysis Total Solids			10.00				
Public Works	WPCP	Lab Analysis Total Suspended Solids (TSS)			10.00				
Public Works	WPCP	Lab Analysis Total Volatile Solids			10.00				
Public Works	WPCP	Lab Analysis Vol. Suspended Solids			10.00				
Public Works	WPCP	Lab Analysis Volatile Acids			20.00				
Public Works	WPCP	Lab Analysis Zinc Flame			12.00				
Public Works	WPCP	Monthly Billing for Lab Analysis			10.00		per month		
Public Works	WPCP	Mudpit Facility Registration			100.00		Annual		
Public Works	WPCP	Personnel Charges - Administrative Secretary			43.00		Per hour. Note: All time for personnel shall be charged a minimum of one hour unless otherwise noted.		
Public Works	WPCP	Personnel Charges - Director			70.00		Per hour. Note: All time for personnel shall be charged a minimum of one hour unless otherwise noted.		
Public Works	WPCP	Personnel Charges - Lab Chemist			52.00		Per hour. Note: All time for personnel shall be charged a minimum of one hour unless otherwise noted.		
Public Works	WPCP	Personnel Charges - Plant Maintenance Overtime			69.00		Per hour. Note: All time for personnel shall be charged a minimum of one hour unless otherwise noted.		
Public Works	WPCP	Personnel Charges - Plant Maintenance Personnel			49.00		Per hour. Note: All time for personnel shall be charged a minimum of one hour unless otherwise noted.		
Public Works	WPCP	Sample Handling	52.074	Resolution	20.00				
Public Works	WPCP	Sampling Equipment / per day	52.074	Resolution	40.00		per day		
Public Works	WPCP	Waste Hauler	52.046	Ordinance	50.00		Annual - per vehicle		
Public Works	WPCP	Waste Water Appeal Filing Fee	52.074		100.00				
Public Works	WPCP	Waste Water Discharger Application Fee	52.074		125.00				
Public Works	WPCP	Waste Water Discharger Permit	52.075	Ordinance	250.00		establishes fee		
Public Works	WPCP	Waste Disposal - Grease Trap - In City		Ordinance	0.135		per gallon		
Public Works	WPCP	Waste Disposal - Grease Trap - Out of City	52.051	Ordinance	0.270		per gallon		
Public Works	WPCP	Waste Disposal - Septage Waste	52.051	Ordinance	0.118		per gallon		
Public Works	WPCP	Waste Disposal - Septage Waste - meter reading fee	52.051	Ordinance	10.00				

CITY OF MARSHALLTOWN MASTER FEE SCHEDULE

Dept	Div.	License or Permit Type	Code Section	How Fee Set	Fee	NEW FEE AMOUNT	License Term / per unit charge	Revised	Notes
Public Works	WPCP	Waste Disposal - Mudpit Waste - In City	52.051	Ordinance	50.00		min per vehicle plus \$25 for more than 2 cu. yd.		
Public Works	WPCP & Sewer	Vac Truck Contents Disposal - Slurry Mix of Clean Soil		Res 2024-138	30.00		per small load (5 CY +/-)	07/01/24	
Public Works	WPCP & Sewer	Vac Truck Contents Disposal - Slurry Mix of Clean Soil		Res 2024-138	60.00		per large load (10 CY +/-)	07/01/24	
Public Works	WPCP	Work Order	52.074	Resolution	10.00		each		



**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: June 23, 2025
Re: Resolution Accepting the Agreement with Municipal Collections of America, Inc. for the Collection of Unpaid Automated Traffic Enforcement Citations

Strategic Plan Objective:

Continually improve and sustain the City's services by collaborating with a collection agent to recover unpaid automated traffic enforcement citation fines.

Recommended:

Staff recommends approval of the attached collection services agreement with Municipal Collections of America, Inc. (MCOA).

Budget Impact:

None. Costs are paid from the proceeds of the unpaid citations.

Description/Background:

The City of Marshalltown has an automated traffic enforcement (ATE) program focused on speeding violations. Through June 2025, the ATE program has issued 17,033 citations, and approximately 700 remain unpaid, eligible for collection as "bad debt." This agreement with MCOA will allow the city to pursue unpaid citations through a collection process. MCOA will be paid 25% of any amount they collect on behalf of the city.

This change in collection vendors is due to the pending bankruptcy of our previous collection agent, ARC Management Group.

MCOA is a company that our ATE vendor recommended. The city attorney has reviewed and approved the attached agreement.

Attachments:

1. Resolution Municipal Collections of America, Inc. Agreement ATE Collections
2. Proposed Contract with MCOA

**RESOLUTION ACCEPTING THE AGREEMENT WITH MUNICIPAL
COLLECTIONS OF AMERICA, INC. FOR THE COLLECTION OF UNPAID
AUTOMATED TRAFFIC ENFORCEMENT CITATIONS**

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

WHEREAS Municipal Collections of America, Inc. offers services for the collection of unpaid automated traffic enforcement citations; and

WHEREAS the City desires to collect unpaid speeding citations issued through the automated traffic enforcement program; and

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

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

Section 1. The City of Marshalltown, Iowa authorizes and directs City staff to enter into an agreement with Municipal Collections of America, Inc. for the collection of unpaid automated traffic enforcement citations.

Section 2. The Mayor is authorized and directed to sign, on behalf of the City of Marshalltown, this agreement and other necessary documents to effectuate this resolution.

Passed this 23rd day of June 2025, and signed this _____ day of June 2025.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

COLLECTION SERVICES AGREEMENT
MUNICIPAL COLLECTIONS OF AMERICA, INC.

This COLLECTION SERVICES AGREEMENT is hereby entered into this ____ day of _____, 2025 by and between Municipal Collections of America, Inc., (MCOA) and the City of Marshalltown, (hereinafter referred to as THE CLIENT).

WHEREAS, MCOA is a duly licensed collection agency in the State of Iowa; and

WHEREAS, MCOA possesses the personnel, experience, expertise, and equipment to effectively aid THE CLIENT in collecting fines through an effective collection process; and

WHEREAS, THE CLIENT may wish to list certain debts with MCOA for collection from time to time and MCOA may wish to accept such claims for collection.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the sufficiency of which is hereby mutually acknowledged, the parties hereto hereby agree as follows:

ARTICLE I

Any debts and/or fines listed for collection with MCOA will be collected and administered pursuant to all the terms and conditions in this Agreement.

All debts and fines submitted to MCOA for collection shall be submitted using the forms and procedures designated by MCOA and pursuant to this agreement.

Upon request of MCOA, THE CLIENT, or its Agents, will provide any relevant documentation deemed necessary for use by MCOA in its collection efforts in a timely manner.

MCOA will acknowledge receipt of any debts listed for collection within five days thereof.

MCOA retains the right to reject any debt submitted for collection. MCOA shall provide THE CLIENT with an explanation for any such rejection.

ARTICLE II

MCOA shall use its best efforts and any lawful means which in its judgment and discretion it believes will result in the collection of the debt/fines which are listed for collections.

ARTICLE III

No fees shall be payable to MCOA unless money is collected, at which time MCOA shall be paid as follows:

Option #1 - If THE CLIENT adds a 25% Collection Fee to a debt upon delinquency:

Upon payment, MCOA shall receive twenty percent (20%) of the balance paid on each debt after to the late fee has been added. As an example, a \$100 item becomes \$125 and MCOA retains 20% (\$25 of the \$125).

Option #2 - If THE CLIENT does NOT add a 25% Collection Fee to a debt upon delinquency:

Upon payment, MCOA shall receive twenty-five percent (25%) of the balance paid on each debt. However, MCOA shall receive a reduced rate of 10% commission on any payments received from the Iowa Department of Revenue (IDR) Setoff Program.

ARTICLE IV

Upon THE CLIENT'S listing of a debt for collection, MCOA shall have the exclusive right to collect the amounts owed thereunder until such time as it determines the debt is uncollectable or THE CLIENT requests return of the debt to THE CLIENT. Any inquiries concerning any debt listed for collections, including attempts to make payment, shall be referred at the earliest possible time to MCOA.

MCOA will deposit any money collected in THE CLIENT'S separate bank trust account established for that purpose.

MCOA shall provide THE CLIENT with debt collection Activity Reports Evidencing the name of the debtor, the amount collected, and a statement as to whether the amount is paid in full or a partial payment at the time of remittance of any money owed under the Agreement.

After deduction of the fees allowable by this Agreement, MCOA will forward to THE CLIENT THE CLIENT'S share of any amounts collected. Remittance to THE CLIENT will be made by the 5th of the month for any amounts collected by the last day of the preceding month.

In the event that any funds are paid to THE CLIENT for debts which have been listed for collection, THE CLIENT will report such collections to MCOA daily for accounting pursuant to this agreement.

ARTICLE V

THE CLIENT hereby authorizes MCOA to accept a negotiated settlement on any debt listed for collection; provided, however, that unless otherwise authorized by THE CLIENT, any such settlement shall be no less than 100% of the available balance. Authorization by THE CLIENT for settlement of less than 100% of the balance must be in writing, which can include via electronic mail.

ARTICLE VI

MCOA shall indemnify and hold THE CLIENT harmless from and against any and all suits, causes of action, claims for damages, and any and all other liability of whatsoever nature, including but not limited to any and all costs and expenses, excluding attorneys' fees arising out of or in connection with any claims or suits for loss or damages arising solely out of the acts of the agents, servants or employees of MCOA during the term of this Agreement. MCOA shall defend and indemnify THE CLIENT from any claim or action arising out of MCOA'S performance or non-performance of its obligations under this agreement, including but not limited to any debt of the Fair Debt Collection Practices Act (15 U.S.C. 1601, et seq.), any law dealing with the credit rating of any individual, and other applicable laws arising out of the acts or omissions of MCOA or its agents or employees. Conversely, THE CLIENT shall indemnify and hold harmless MCOA from and against any and all liability, costs and expenses, excluding attorneys' fees arising solely out of or in connection with any claims or suits for loss or damages arising out of acts of THE CLIENT or its employees.

Further, THE CLIENT warrants and represents to MCOA that any debt listed for collection will be a legal and valid debt owed to THE CLIENT; and in addition to the indemnities listed above, THE CLIENT agrees to indemnify and hold MCOA harmless against any and all liability, costs, and expenses, excluding attorneys' fees occasioned by claims or suits under the Federal "Fair Debt Collection Practices Act", due to the breach of these warranties and representations.

ARTICLE VII

This Agreement is for a period of 12-months from the date first above written, however, it shall continue under the same terms and conditions for additional one-year periods until termination by either party, by notice given in writing to the other party, at least sixty (60) days prior to termination.

In the event of termination of the Agreement by either party, THE CLIENT shall have the option of requesting that MCOA continues to process any active payment plans under the same terms and conditions of this Agreement until completion.

ARTICLE VIII

At least once per year, MCOA will return to THE CLIENT such debts which MCOA determines, in its sole judgment and discretion, to be uncollectible.

ARTICLE IX

Any notice to be given pursuant to this Agreement shall be deemed as served when placed in the United States Mail, with postage prepaid, sent by certified mail, return receipt requested; to the address designated, in writing, by either party. Until such time as a different address is designated notices shall be sent as follows:

If to MCOA,

Municipal Collections of America, Inc.
3348 Ridge Road
Lansing, Illinois 60438

If to THE CLIENT,

City of Marshalltown
909 S. 2nd St
Marshalltown, IA 50158

ARTICLE X

This agreement contains the entire agreement between the parties hereto and supersedes any prior agreements or understandings between the parties, except to the extent specifically provided for herein. This agreement may only be altered, amended or modified by written instrument signed by both parties hereto.

The terms of this shall be severable. In the event any of the terms or provisions of this agreement are deemed to be void or otherwise unenforceable for any reason, the remainder of this agreement shall remain in full force and effect.

This agreement shall not be construed so as to create a joint venture, partnership, employment or other agency relationship between the parties hereto except to the extent specifically provided for herein.

Notwithstanding any other provision of this agreement, it is expressly agreed and understood that, in connection with the performance of this agreement, MCOA shall comply with all applicable federal, state, city and other requirements of law, including, but not limited to, any applicable requirements regarding prevailing wages, minimum wage, workplace safety and legal status of employees. Without limiting the foregoing, MCOA hereby certifies, represents and warrants to THE CLIENT that all MCOA'S employees and/or agents who will be providing products and/or services with respect to this agreement shall be legally authorized to work in the United States. MCOA shall also, at its expense, secure all permits and licenses, pay all charges and fees and give all notices necessary and incident to the due and lawful prosecution of the work, and/or the products and/or services to be provided for in this agreement.

ARTICLE XI

This agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same agreement. For the purposes of executing this agreement, any signed copy of this agreement transmitted by fax machine or e-mail shall be treated in all manners and respects as an original document. The signature of any party on a copy of this agreement transmitted by fax machine or e-mail shall be considered for these purposes as an original signature and shall have the same legal effect as an original signature. Any such faxed or e-mailed copy of this agreement shall be considered to have the same binding legal effect as an original document. At the request of either party any fax or e-mail copy of this agreement shall be re-executed by the parties in an original form. No party to this agreement

shall raise the use of fax machine or e-mail as a defense to this agreement and shall forever waive such defense

IN WITNESS WHEREOF, the parties have signed and sealed this Agreement of the date first above written.

Municipal Collections of America, Inc.

By: MM Wood

Date: 6-11-2025

Name: Jeffrey Wood

THE CLIENT

By: _____

Date: _____

Name: _____



**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: June 23, 2025
Re: Public Hearing and Resolution Approving the Real Estate Purchase Agreement and Providing for the Conveyance and Transfer of Title for 501 North 1st Avenue

Strategic Plan Objective:

Strategy 1: Expand and improve development in the community.

Recommended:

Staff recommends approval of the resolution authorizing sale

Budget Impact:

Troy Cline shall pay to the city \$10,000 at time of closing with adjustment for such closing costs as are customary or otherwise provided for in the Purchase Agreement, to be added to or deducted from this amount.

Description/Background:

City Council directed staff to publish a Neighborhood Improvement Request for Proposals for 501 N 1st Avenue. This proposal was 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. The city council discussed the bids received during their regular meeting on Tuesday, May 27th at which time staff was directed to bring back for council approval the one bid received for 501 N 1st Avenue. The one bid received was from Troy Cline. The bid amount was \$10,000 which is payable at time of closing.

Troy Cline has indicated his intent is to repair the home to habitable status. Work for these repairs shall be completed in accordance with the following timelines, which are outlined within the purchase agreement:

1. Buyer shall obtain all necessary permits for the repair work within thirty (30) days of closing.
2. Buyer shall commence the repair work within ninety (90) days from the date of issuance of the permits.
3. Buyer shall complete all exterior improvements to the structures on the property within

180 days of the date of issuance of the permits.

4. Buyer shall complete all remaining work within one (1) year of the date of issuance of the permits.

All timelines established above are subject to such reasonable extension(s) buyer and seller may mutually agree upon, in writing.

Notwithstanding anything herein to the contrary, and as security for buyer's obligation to perform the repair work, the Quit Claim Deed conveying the property to buyer shall contain a right of reversion which may be exercised by seller, in its reasonable discretion, if buyer fails to complete the repair work pursuant to the terms of the purchase agreement. The seller's reversionary right with respect to the property shall terminate and be of no further force or effect the earlier of when buyer (or its permitted successors, assigns, or transferees) completes the repair work or thirty (30) months from the date the deed conveying the property from seller to buyer is filed with the Marshall County Recorder (assuming litigation between the parties is not then pending), in which event seller agrees to execute any documents reasonably requested by buyer to evidence termination of the City's reversionary right.

Attachments:

1. Resolution Authorizing Sale - 501 N. 1st Avenue
2. Purchase Agreement (501 N 1st Ave)
3. 501 N 1st Ave Neighborhood Improvement RFP

**RESOLUTION APPROVING THE REAL ESTATE PURCHASE AGREEMENT AND
PROVIDING FOR THE CONVEYANCE AND TRANSFER OF TITLE FOR 501 NORTH
1ST AVENUE**

WHEREAS, the City of Marshalltown is the owner of that real property (“Property”) situated in the City of Marshalltown, County of Marshall, and State of Iowa, locally known as 501 N. 1st Avenue, the same being legally described as follows:

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.

WHEREAS, the City acquired title to the Property by Court Order pursuant to the provisions of Iowa Code §657A.10B upon the Iowa District Court for Marshall County finding the Property had been abandoned as a matter of law; and

WHEREAS, the City determined, prior to acquisition of the Property, that the structures situated on the Property constituted a public nuisance due to inoccupancy and dilapidation; and

WHEREAS, the City Council for the City of Marshalltown has identified no public use for the Property and continued ownership of the Property would necessitate demolition and ongoing maintenance at public expense; and

WHEREAS, the City Council, in compliance with the laws of the State of Iowa concerning the disposal of interests in real property by sale, solicited public bids for the sale of the Property and the City Council, by prior action, identified Manus and Michelle Property Management Inc, LLC (Troy Cline) as the winning bidder; and

WHEREAS, The City Council held a duly noticed public hearing as part of its regular meeting at 5:30 P.M. on June 23, 2025, at Marshalltown City Hall, 24 North Center Street, Marshalltown, IA 50158, for purposes of obtaining public input on the proposed sale of the Property to the winning bidder.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that the sale of the Property to Manus and Michelle Property Management Inc, LLC, is hereby approved, and that the Mayor and City Clerk are hereby authorized and directed to execute the attached Purchase Agreement, and such other documents as may be required to facilitate the sale of the Property as provided herein.

Passed this 23rd day of June 2025 and signed this _____ day of June 2025.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, CMC, City Clerk

REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement (“Agreement”) is entered by and between the **CITY OF MARSHALLTOWN, IOWA**, an Iowa municipal corporation (“SELLER”), and **MANUS AND MICHELLE PROPERTY MANAGEMENT INC, LLC**, an Iowa limited liability company (“BUYER”), as of the date of last signature set forth below (“Effective Date”).

SELLER is the owner of that real property (“Property”) situated in the City of Marshalltown, Marshall County, Iowa, locally known as 501 N 1st Avenue, Marshalltown, Iowa, and legally described as follows:

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.

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

1. **PURCHASE PRICE.** The Purchase Price shall be Ten Thousand and 00/100 Dollars (\$10,000.00) upon performance of SELLER’S obligations and satisfaction of BUYER’S contingencies with adjustment for such closing costs as are customary or otherwise provided for in this Agreement, to be added to or deducted from this amount.

2. **REHABILITATION OF PROPERTY.** BUYER agrees, at BUYER’S expense, to complete required improvements to all existing structures on the Property to render the same fit for human occupation, use, and habitation (hereinafter referred to as “Work”). BUYER shall obtain all necessary permits for the Work within thirty (30) days of closing. BUYER shall commence the Work within ninety (90) days from the date of issuance of the permits. BUYER shall complete all exterior improvements to the structures on the Property within 180 days of the date of issuance of the permits. BUYER shall complete all remaining Work within one (1) year of the date of issuance of the permits. All timelines established above are subject to such reasonable extension(s) BUYER and SELLER may mutually agree upon, in writing. Until such time the Work is complete (and a certificate of occupancy issues for the structures), BUYER shall not encumber the Property by lien, mortgage, or other similar debt obligation, nor sell the Property to a third-party, without the express written consent of SELLER. The provisions of this Agreement, generally, and this Paragraph, specifically, shall survive closing.

3. **RIGHT OF REVERSION.** Notwithstanding anything herein to the contrary, and as security for BUYER’S obligation to perform the Work, as provided in the preceding paragraph,

the Quit Claim Deed conveying the Property to BUYER shall contain a right of reversion which may be exercised by SELLER, in its reasonable discretion, if BUYER fails to complete the Work pursuant to the terms of this Agreement.

To exercise SELLER'S right of reversion, SELLER shall issue BUYER a written notice to cure providing SELLER thirty (30) days in which to complete the specified Work. Should BUYER fail to comply with SELLER'S written notice to cure, BUYER agrees to execute and deliver to SELLER, within thirty (30) days of the expiration of BUYER'S period to cure, a Quit Claim Deed and any other documents necessary to convey title to the Property to SELLER. BUYER further agrees to take all reasonable steps to ensure SELLER acquires marketable title to the Property, including without limitation satisfying any lien, mortgage, or other similar debt obligation encumbering the Property. BUYER acknowledges and understands the exercise of SELLER'S right of reversion shall entitle SELLER to ownership of the Property, as improved by BUYER, including all improvements and betterments, including fixtures attached to the Property, with no remuneration to BUYER.

Further, SELLER reserves the right to enforce the terms of this Agreement, including the right of reversion, by instituting a legal action for specific performance and/or to quiet title in SELLER. SELLER shall be entitled to compensation for reasonable attorney fees and court costs in such an action.

SELLER'S reversionary right with respect to the Property shall terminate and be of no further force or effect the earlier of when BUYER (or its permitted successors, assigns, or transferees) completes the Work, as herein required, or thirty (30) months from the date the deed conveying the Property from SELLER to BUYER is filed with the Marshall County Recorder (assuming litigation between the parties is not then pending), in which event SELLER agrees to execute any documents reasonably requested by BUYER to evidence termination of the City's reversionary right as set forth herein.

4. **REAL ESTATE TAXES.** BUYER assumes the obligation to pay any real estate taxes accrued against the Property and constituting a lien against the Property through the date of closing whether payable at the time of closing or otherwise. It shall be BUYER'S responsibility to confirm potential real estate tax liabilities with the Marshall County Treasurer's Office prior to executing this Agreement. BUYER shall pay all subsequent real estate taxes to the extent required by law.

5. **SPECIAL ASSESSMENTS.** SELLER is an Iowa municipal corporation, and the Property is exempt from special assessments. BUYER shall pay all subsequent special assessments to the extent required by law.

6. **RISK OF LOSS AND INSURANCE.** SELLER shall bear the risk of loss or damage to the Property prior to closing or possession, whichever first occurs, provided SELLER shall have the right but not the obligation to repair such damage. In the event the Property is damaged prior to closing or possession this Agreement shall continue in force and effect until either party rescinds the Agreement after giving thirty (30) days' written notice to the other party.

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

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

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

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

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

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

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

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

15. REMEDIES OF PARTIES.

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

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

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

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

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

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

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

BUYER

**MANUS AND MICHELLE
PROPERTY MANAGEMENT INC, LLC**

Dated this _____ day of _____ 2025

By: _____
Troy Cline, Authorized Member

Address: 3783 K Avenue
Tama, IA 52339

Telephone: (641) 751-5171

STATE OF IOWA,
MARSHALL COUNTY, SS:

On this _____ day of _____ 2025 before me, the undersigned, personally appeared **Troy Cline**, an authorized member of Manus and Michelle Property Management Inc, LLC, who being duly sworn, executed the foregoing instrument and affirmed such execution to be his voluntary act and deed on behalf of Manus and Michelle Property Management Inc, LLC.

Notary Public in and for said State

SELLER

CITY OF MARSHALLTOWN, IOWA,
an Iowa municipal corporation

Dated this _____ day of _____ 2025

By: _____
Joel T.S. Greer, Mayor

Attest:

Alicia Hunter, City Clerk

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

Telephone: (641) 754-5701

STATE OF IOWA,
MARSHALL COUNTY, SS:

On this _____ day of _____ 2025 before me, the undersigned, personally appeared **Joel T.S. Greer**, as Mayor, and **Alicia Hunter**, as City Clerk, for the City of Marshalltown, an Iowa municipal corporation, who being duly sworn, executed the foregoing instrument and affirmed such execution to be their voluntary acts and deeds on behalf of said municipal corporation, as authorized by the City Council.

Notary Public in and for said State

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



Rear - East



Interior – Upstairs Staircase Landing



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





**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: June 23, 2025
Re: Public Hearing and Resolution Approving the Real Estate Purchase Agreement and Providing for the Conveyance and Transfer of Title for 915 S Center Street

Strategic Plan Objective:

Strategy 1: Expand and improve development in the community.

Recommended:

Staff recommends approval of the resolution authorizing sale

Budget Impact:

Dean & Michelle Lawthers shall pay to the city \$1,000 at time of closing with adjustment for such closing costs as are customary or otherwise provided for in the Purchase Agreement, to be added to or deducted from this amount.

Description/Background:

City Council directed staff to publish a Neighborhood Improvement Request for Proposals for 915 S Center Street. This proposal was 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. The city council discussed the bids received during their regular meeting on Tuesday, May 27th at which time staff was directed to bring back for council approval the bid received for 915 S Center Street as submitted by Dean Lawthers. The bid amount was \$1,000 which is payable at time of closing.

Dean Lawthers has indicated his intent is to either sell the home for relocation to an off-site location or demolition in accordance with the below timeframes. Sale and transport of the home or demolition shall be completed in accordance with the following timelines, which are outlined within the purchase agreement:

1. Buyer shall have sixty (60) days from closing to identify a party to remove and relocate existing structures from the Property to an offsite location. In the event the structures are not removed from the property within (60) days from closing, buyer shall, at buyer's expense, demolish the existing structures on the Property.

2. Buyer shall obtain all necessary permits for the work within ninety (90) days of closing.
3. Buyer shall commence and complete the work within ninety (90) days from the date of issuance of the permits.

All timelines established above are subject to such reasonable extension(s) buyer and seller may mutually agree upon, in writing.

Notwithstanding anything herein to the contrary, and as security for buyer's obligation to perform the repair work, the Quit Claim Deed conveying the property to buyer shall contain a right of reversion which may be exercised by seller, in its reasonable discretion, if buyer fails to complete the repair work pursuant to the terms of the purchase agreement. The seller's reversionary right with respect to the property shall terminate and be of no further force or effect the earlier of when buyer (or its permitted successors, assigns, or transferees) completes the repair work or eighteen (18) months from the date the deed conveying the property from seller to buyer is filed with the Marshall County Recorder (assuming litigation between the parties is not then pending), in which event seller agrees to execute any documents reasonably requested by buyer to evidence termination of the City's reversionary right.

Attachments:

1. Resolution Authorizing Sale - 915 S Center St (Lawthers)
2. Purchase Agreement (915 S Center St)
3. 915 S Center St Neighborhood Improvement RFP

**RESOLUTION APPROVING THE REAL ESTATE PURCHASE AGREEMENT AND
PROVIDING FOR THE CONVEYANCE AND TRANSFER OF TITLE FOR 915 S.
CENTER STREET**

WHEREAS, the City of Marshalltown is the owner of that real property (“Property”) situated in the City of Marshalltown, County of Marshall, and State of Iowa, locally known as 915 S. Center Street, the same being legally described as follows:

LOT FOUR (4), OF CHURCH’S SUB-DIVISION OF LOTS ONE (1), TWO (2), THREE (3) AND FOUR (4) IN BLOCK ONE (1) ON 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 BEGINNING ALL IN WOOD’S THIRD (3) 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 #1466-1984-5.

WHEREAS, the City acquired title to the Property by Court Order pursuant to the provisions of Iowa Code §657A.10B upon the Iowa District Court for Marshall County finding the Property had been abandoned as a matter of law; and

WHEREAS, the City determined, prior to acquisition of the Property, that the structures situated on the Property constituted a public nuisance due to inoccupancy and dilapidation; and

WHEREAS, the City Council for the City of Marshalltown has identified no public use for the Property and continued ownership of the Property would necessitate demolition and ongoing maintenance at public expense; and

WHEREAS, the City Council, in compliance with the laws of the State of Iowa concerning the disposal of interests in real property by sale, solicited public bids for the sale of the Property and the City Council, by prior action, identified Dean E. Lawthers and Michelle L. Lawthers, husband and wife, as the winning bidder; and

WHEREAS, The City Council held a duly noticed public hearing as part of its regular meeting at 5:30 P.M. on June 23, 2025, at Marshalltown City Hall, 24 North Center Street, Marshalltown, IA 50158, for purposes of obtaining public input on the proposed sale of the Property to the winning bidder.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that the sale of the Property to Dean E. Lawthers and Michelle L. Lawthers, is hereby approved, and that the Mayor and City Clerk are hereby authorized and directed to execute the attached Purchase Agreement, and such other documents as may be required to facilitate the sale of the Property as provided herein.

Passed this 23rd day of June 2025 and signed this _____ day of June 2025.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, CMC, City Clerk

REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement (“Agreement”) is entered by and between the **CITY OF MARSHALLTOWN, IOWA**, an Iowa municipal corporation (“SELLER”), and **DEAN E. LAWTHERS and MICHELLE L. LAWTHERS**, husband and wife, as joint tenants with full rights of survivorship and not as tenants in common (“BUYERS”), as of the date of last signature set forth below (“Effective Date”).

SELLER is the owner of that real property (“Property”) situated in the City of Marshalltown, Marshall County, Iowa, locally known as 915 S Center Street, Marshalltown, Iowa, and legally described as follows:

LOT FOUR (4), OF CHURCH’S SUB-DIVISION OF LOTS ONE (1), TWO (2), THREE (3) AND FOUR (4) IN BLOCK ONE (1) ON 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 BEGINNING ALL IN WOOD’S THIRD (3) 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 #1466-1984-5.

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

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

2. **REMOVAL OR DEMOLITION OF STRUCTURES.** BUYERS shall have sixty (60) days from closing to identify a party to remove and relocate existing structures from the Property to an offsite location. In the event the structures are not removed from the property within (60) days from closing, BUYERS shall, at BUYERS’ expense, demolish the existing structures on the Property (hereinafter referred to as “Work”). BUYERS shall obtain all necessary permits for the Work within ninety (90) days of closing. BUYERS shall complete the Work within ninety (90) days from the date of issuance of a demolition permit. All timelines established above are subject to such reasonable extension(s) BUYERS and SELLER may mutually agree upon, in writing. Until such time the Work is complete the BUYERS shall not encumber the Property by lien, mortgage, or other similar debt obligation, nor sell the Property to a third-party, without the express written consent of SELLER. The provisions of this Agreement, generally, and this Paragraph, specifically, shall survive closing.

3. **RIGHT OF REVERSION.** Notwithstanding anything herein to the contrary, and as security for BUYERS' obligation to complete the Work as provided in the preceding paragraph, the Quit Claim Deed conveying the Property to BUYERS shall contain a right of reversion which may be exercised by SELLER, in its reasonable discretion, if BUYERS fail to develop the Property pursuant to the terms of this Agreement.

To exercise SELLER'S right of reversion, SELLER shall issue BUYERS a written notice to cure providing SELLER thirty (30) days in which to complete the specified Work. Should BUYERS fail to comply with SELLER'S written notice to cure, BUYERS agree to execute and deliver to SELLER, within thirty (30) days of the expiration of BUYERS' period to cure, a Quit Claim Deed and any other documents necessary to convey title to the Property to SELLER. BUYERS further agree to take all reasonable steps to ensure SELLER acquires marketable title to the Property, including without limitation satisfying any lien, mortgage, or other similar debt obligation encumbering the Property. BUYERS acknowledge and understand the exercise of SELLER'S right of reversion shall entitle SELLER to ownership of the Property, as improved by BUYERS, including all improvements and betterments, including fixtures attached to the Property, with no remuneration to BUYERS.

Further, SELLER reserves the right to enforce the terms of this Agreement, including the right of reversion, by instituting a legal action for specific performance and/or to quiet title in SELLER. SELLER shall be entitled to compensation for reasonable attorney fees and court costs in such an action.

SELLER'S reversionary right with respect to the Property shall terminate and be of no further force or effect the earlier of when BUYERS (or its permitted successors, assigns, or transferees) complete the Work, as herein required, or eighteen (18) months from the date the deed conveying the Property from SELLER to BUYERS is filed with the Marshall County Recorder (assuming litigation between the parties is not then pending), in which event SELLER agrees to execute any documents reasonably requested by BUYERS to evidence termination of the City's reversionary right as set forth herein.

4. **REAL ESTATE TAXES.** BUYERS assume the obligation to pay any real estate taxes accrued against the Property and constituting a lien against the Property through the date of closing whether payable at the time of closing or otherwise. It shall be BUYERS' responsibility to confirm potential real estate tax liabilities with the Marshall County Treasurer's Office prior to executing this Agreement. BUYERS shall pay all subsequent real estate taxes to the extent required by law.

5. **SPECIAL ASSESSMENTS.** SELLER is an Iowa municipal corporation, and the Property is exempt from special assessments. BUYERS shall pay all subsequent special assessments to the extent required by law.

6. **RISK OF LOSS AND INSURANCE.** SELLER shall bear the risk of loss or damage to the Property prior to closing or possession, whichever first occurs, provided SELLER shall have the right but not the obligation to repair such damage. In the event the Property is

damaged prior to closing or possession this Agreement shall continue in force and effect until either party rescinds the Agreement after giving thirty (30) days written notice to the other party.

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

8. **CONDITION OF PROPERTY.** SELLER makes no warranties, expressed or implied, as to the condition of the Property and BUYERS shall take possession to the Property "as is." BUYERS acknowledges BUYERS have made a satisfactory inspection of the Property and is purchasing the Property in its existing condition.

9. **DEED.** Upon payment of the Purchase Price, SELLER shall convey the Property to BUYERS by Quit Claim Deed prepared by SELLER at SELLER'S expense.

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

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

12. **INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM.** SELLER represents and warrants to BUYERS the Property is not served by a private sewage disposal system, and there are no known private sewage disposal systems on the property.

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

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

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

15. REMEDIES OF PARTIES.

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

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

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

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

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

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

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

BUYERS

Dated this _____ day of _____ 2025

Dean E. Lawthers

Michelle L. Lawthers

Address: 614 Fremont Street
Marshalltown, IA 50158

Telephone: (641) 691-4802

STATE OF IOWA,
MARSHALL COUNTY, SS:

On this _____ day of _____ 2025 before me, the undersigned, personally appeared **Dean E. Lawthers and Michelle L. Lawthers**, who being duly sworn, executed the foregoing instrument and affirmed such execution to be their voluntary act and deed.

Notary Public in and for said State

SELLER

CITY OF MARSHALLTOWN, IOWA,
an Iowa municipal corporation

Dated this _____ day of _____ 2025

By: _____
Joel T.S. Greer, Mayor

Attest:

Alicia Hunter, City Clerk

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

Telephone: (641) 754-5701

STATE OF IOWA,
MARSHALL COUNTY, SS:

On this _____ day of _____ 2025 before me, the undersigned, personally appeared **Joel T.S. Greer**, as Mayor, and **Alicia Hunter**, as City Clerk, for the City of Marshalltown, an Iowa municipal corporation, who being duly sworn, executed the foregoing instrument and affirmed such execution to be their voluntary acts and deeds on behalf of said municipal corporation, as authorized by the City Council.

Notary Public in and for said State

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



Front - Northeast



Rear – West



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





**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: June 23, 2025
Re: Public Hearing and Resolution Approving the Real Estate Purchase Agreement and Providing for the Conveyance and Transfer of Title for 919 S Center Street

Strategic Plan Objective:

Strategy 1: Expand and improve development in the community.

Recommended:

Staff recommends approval of the resolution authorizing sale

Budget Impact:

Dean Lawthers shall pay to the city \$1,000 at time of closing with adjustment for such closing costs as are customary or otherwise provided for in the Purchase Agreement, to be added to or deducted from this amount.

Description/Background:

City Council directed staff to publish a Neighborhood Improvement Request for Proposals for 919 S Center Street. This proposal was 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. The city council discussed the bids received during their regular meeting on Tuesday, May 27th at which time staff was directed to bring back for council approval the bid received for 919 S Center Street as submitted by Dean Lawthers. The bid amount was \$1,000 which is payable at time of closing.

Dean Lawthers has indicated his intent is to demolish the structures on the property in accordance with the below timeframes.

1. Buyer shall obtain all necessary permits for the work within thirty (30) days of closing.
2. Buyer shall commence and complete the work within ninety (90) days from the date of issuance of the permits.

All timelines established above are subject to such reasonable extension(s) buyer and seller

may mutually agree upon, in writing.

Notwithstanding anything herein to the contrary, and as security for buyer's obligation to perform the repair work, the Quit Claim Deed conveying the property to buyer shall contain a right of reversion which may be exercised by seller, in its reasonable discretion, if buyer fails to complete the repair work pursuant to the terms of the purchase agreement. The seller's reversionary right with respect to the property shall terminate and be of no further force or effect the earlier of when buyer (or its permitted successors, assigns, or transferees) completes the repair work or eighteen (18) months from the date the deed conveying the property from seller to buyer is filed with the Marshall County Recorder (assuming litigation between the parties is not then pending), in which event seller agrees to execute any documents reasonably requested by buyer to evidence termination of the City's reversionary right.

Attachments:

1. Resolution Authorizing Sale - 919 S Center St (Lawthers)
2. Purchase Agreement (919 S Center St)
3. 919 S Center St Neighborhood Improvement RFP

**RESOLUTION APPROVING THE REAL ESTATE PURCHASE AGREEMENT AND
PROVIDING FOR THE CONVEYANCE AND TRANSFER OF TITLE FOR 919 S.
CENTER STREET**

WHEREAS, the City of Marshalltown is the owner of that real property (“Property”) situated in the City of Marshalltown, County of Marshall, and State of Iowa, locally known as 919 S. Center Street, the same being legally described as follows:

LOT FIVE (5) IN BLOCK ONE (1) OF WOOD’S THIRD ADDITION TO THE TOWN OF MARSHALL AND STARTING AT THE NW CORNER OF LOT FIVE (5), DESCRIBED HEREIN, THENCE WEST 16’, THENCE SOUTH 62’7”, THENCE EAST 16’ TO CORNER OF SAID LOT FIVE (5), THENCE NORTH TO BEGINNING ALL IN WOOD’S THIRD ADDITION TO THE TOWN OF MARSHALL, MARSHALL COUNTY, IOWA.

WHEREAS, the City acquired title to the Property by Court Order pursuant to the provisions of Iowa Code §657A.10B upon the Iowa District Court for Marshall County finding the Property had been abandoned as a matter of law; and

WHEREAS, the City determined, prior to acquisition of the Property, that the structures situated on the Property constituted a public nuisance due to inoccupancy and dilapidation; and

WHEREAS, the City Council for the City of Marshalltown has identified no public use for the Property and continued ownership of the Property would necessitate demolition and ongoing maintenance at public expense; and

WHEREAS, the City Council, in compliance with the laws of the State of Iowa concerning the disposal of interests in real property by sale, solicited public bids for the sale of the Property and the City Council, by prior action, identified Dean E. Lawthers and Michelle L. Lawthers, husband and wife, as the winning bidder; and

WHEREAS, The City Council held a duly noticed public hearing as part of its regular meeting at 5:30 P.M. on June 23, 2025, at Marshalltown City Hall, 24 North Center Street, Marshalltown, IA 50158, for purposes of obtaining public input on the proposed sale of the Property to the winning bidder.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that the sale of the Property to Dean E. Lawthers and Michelle L. Lawthers, is hereby approved, and that the Mayor and City Clerk are hereby authorized and directed to execute the attached Purchase Agreement, and such other documents as may be required to facilitate the sale of the Property as provided herein.

Passed this 23rd day of June 2025, and signed this _____ day of June 2025.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement (“Agreement”) is entered by and between the **CITY OF MARSHALLTOWN, IOWA**, an Iowa municipal corporation (“SELLER”), and **DEAN E. LAWTHERS and MICHELLE L. LAWTHERS**, husband and wife, as joint tenants with full rights of survivorship and not as tenants in common (“BUYERS”), as of the date of last signature set forth below (“Effective Date”).

SELLER is the owner of that real property (“Property”) situated in the City of Marshalltown, Marshall County, Iowa, locally known as 919 S Center Street, Marshalltown, Iowa, and legally described as follows:

LOT FIVE (5) IN BLOCK ONE (1) OF WOOD’S THIRD ADDITION TO THE TOWN OF MARSHALL AND STARTING AT THE NW CORNER OF LOT FIVE (5), DESCRIBED HEREIN, THENCE WEST 16’, THENCE SOUTH 62’7”, THENCE EAST 16’ TO CORNER OF SAID LOT FIVE (5), THENCE NORTH TO BEGINNING ALL IN WOOD’S THIRD ADDITION TO THE TOWN OF MARSHALL, MARSHALL COUNTY, IOWA.

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

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

2. **DEMOLITION OF STRUCTURES.** BUYERS agree, at BUYERS’ expense, to demolish the existing structures on the Property (hereinafter referred to as “Work”). BUYERS shall obtain all necessary permits for the Work within thirty (30) days of closing. BUYERS shall complete the Work within ninety (90) days from the date of issuance of a demolition permit. All timelines established above are subject to such reasonable extension(s) BUYERS and SELLER may mutually agree upon, in writing. Until such time the Work is complete the BUYERS shall not encumber the Property by lien, mortgage, or other similar debt obligation, nor sell the Property to a third-party, without the express written consent of SELLER. The provisions of this Agreement, generally, and this Paragraph, specifically, shall survive closing.

3. **RIGHT OF REVERSION.** Notwithstanding anything herein to the contrary, and as security for BUYERS’ obligation to complete the Work as provided in the preceding paragraph, the Quit Claim Deed conveying the Property to BUYERS shall contain a right of reversion which may be exercised by SELLER, in its reasonable discretion, if BUYERS fail to develop the Property pursuant to the terms of this Agreement.

To exercise SELLER'S right of reversion, SELLER shall issue BUYERS a written notice to cure providing SELLER thirty (30) days in which to complete the specified Work. Should BUYERS fail to comply with SELLER'S written notice to cure, BUYERS agree to execute and deliver to SELLER, within thirty (30) days of the expiration of BUYERS' period to cure, a Quit Claim Deed and any other documents necessary to convey title to the Property to SELLER. BUYERS further agree to take all reasonable steps to ensure SELLER acquires marketable title to the Property, including without limitation satisfying any lien, mortgage, or other similar debt obligation encumbering the Property. BUYERS acknowledge and understand the exercise of SELLER'S right of reversion shall entitle SELLER to ownership of the Property, as improved by BUYERS, including all improvements and betterments, including fixtures attached to the Property, with no remuneration to BUYERS.

Further, SELLER reserves the right to enforce the terms of this Agreement, including the right of reversion, by instituting a legal action for specific performance and/or to quiet title in SELLER. SELLER shall be entitled to compensation for reasonable attorney fees and court costs in such an action.

SELLER'S reversionary right with respect to the Property shall terminate and be of no further force or effect the earlier of when BUYERS (or its permitted successors, assigns, or transferees) complete the Work, as herein required, or eighteen (18) months from the date the deed conveying the Property from SELLER to BUYERS is filed with the Marshall County Recorder (assuming litigation between the parties is not then pending), in which event SELLER agrees to execute any documents reasonably requested by BUYERS to evidence termination of the City's reversionary right as set forth herein.

4. **REAL ESTATE TAXES.** BUYERS assume the obligation to pay any real estate taxes accrued against the Property and constituting a lien against the Property through the date of closing whether payable at the time of closing or otherwise. It shall be BUYERS' responsibility to confirm potential real estate tax liabilities with the Marshall County Treasurer's Office prior to executing this Agreement. BUYERS shall pay all subsequent real estate taxes to the extent required by law.

5. **SPECIAL ASSESSMENTS.** SELLER is an Iowa municipal corporation, and the Property is exempt from special assessments. BUYERS shall pay all subsequent special assessments to the extent required by law.

6. **RISK OF LOSS AND INSURANCE.** SELLER shall bear the risk of loss or damage to the Property prior to closing or possession, whichever first occurs, provided SELLER shall have the right but not the obligation to repair such damage. In the event the Property is damaged prior to closing or possession this Agreement shall continue in force and effect until either party rescinds the Agreement after giving thirty (30) days written notice to the other party.

7. **POSSESSION AND CLOSING.** If BUYERS timely perform all obligations, possession of the Property shall be delivered to BUYERS on the date of closing, and any adjustments of rent, insurance, interest, and all charges attributable to SELLERS' possession shall be made as of the date of closing. This transaction shall be considered closed, and BUYERS shall

take possession, upon the filing of title transfer documents and receipt of all funds due at closing from BUYERS under this Agreement. Closing shall be held on such date as the parties may mutually agree, but not later than _____, 2025.

8. **CONDITION OF PROPERTY.** SELLER makes no warranties, expressed or implied, as to the condition of the Property and BUYERS shall take possession to the Property "as is." BUYERS acknowledge BUYERS have made a satisfactory inspection of the Property and is purchasing the Property in its existing condition.

9. **DEED.** Upon payment of the Purchase Price, SELLER shall convey the Property to BUYERS by Quit Claim Deed prepared by SELLER at SELLER'S expense.

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

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

12. **INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM.** SELLER represents and warrants to BUYERS the Property is not served by a private sewage disposal system, and there are no known private sewage disposal systems on the property.

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

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

15. **REMEDIES OF PARTIES.**

- A. If BUYERS fail to timely perform this Agreement, SELLER may forfeit it as provided in the Iowa Code (Chapter 656), and all payments made shall be forfeited; or, at SELLER'S option, upon thirty (30) days written notice of intention to

accelerate the payment of the entire balance because of BUYERS' default (during which thirty days the default is not corrected), SELLER may declare the entire balance immediately due and payable. Thereafter this Agreement may be foreclosed in equity and the Court may appoint a receiver.

- B. If SELLER fails to timely perform this Agreement, BUYERS have the right to have all payments made returned to it and declare this Agreement null and void.
- C. BUYERS and SELLER are also entitled to utilize any and all other remedies or actions at law or in equity available to them, and the prevailing parties shall be entitled to obtain judgment for costs and attorney fees.

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

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

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

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

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

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

BUYERS

Dated this _____ day of _____ 2025

Dean E. Lawthers

Michelle L. Lawthers

Address: 614 Fremont Street
Marshalltown, IA 50158

Telephone: (641) 691-4802

STATE OF IOWA,
MARSHALL COUNTY, SS:

On this _____ day of _____ 2025 before me, the undersigned,
personally appeared **Dean E. Lawthers and Michelle L. Lawthers**, who being duly sworn,
executed the foregoing instrument and affirmed such execution to be their voluntary act and deed.

Notary Public in and for said State

SELLER

CITY OF MARSHALLTOWN, IOWA,
an Iowa municipal corporation

Dated this _____ day of _____ 2025

By: _____
Joel T.S. Greer, Mayor

Attest:

Alicia Hunter, City Clerk

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

Telephone: (641) 754-5701

STATE OF IOWA,
MARSHALL COUNTY, SS:

On this _____ day of _____ 2025 before me, the undersigned, personally appeared **Joel T.S. Greer**, as Mayor, and **Alicia Hunter**, as City Clerk, for the City of Marshalltown, an Iowa municipal corporation, who being duly sworn, executed the foregoing instrument and affirmed such execution to be their voluntary acts and deeds on behalf of said municipal corporation, as authorized by the City Council.

Notary Public in and for said State

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

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

South



West



East



North



CITY COUNCIL

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



Interior



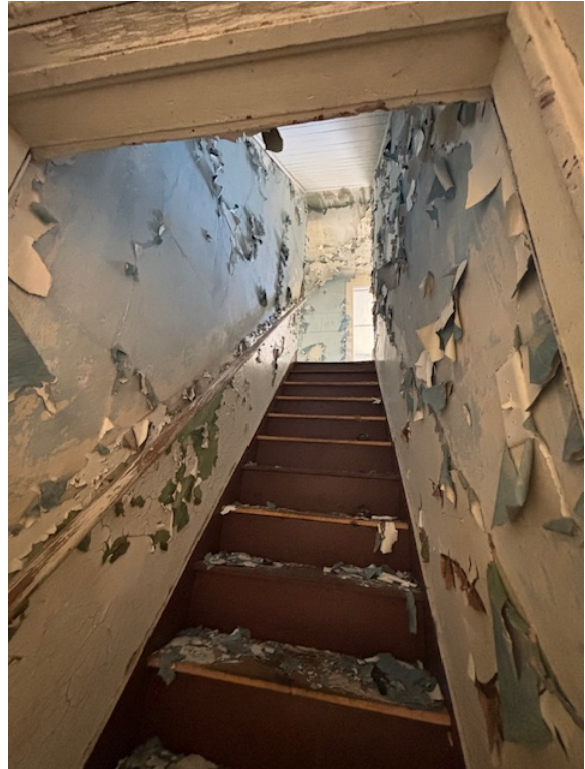
Interior



Interior



Interior



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





**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: June 23, 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 - 3rd 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

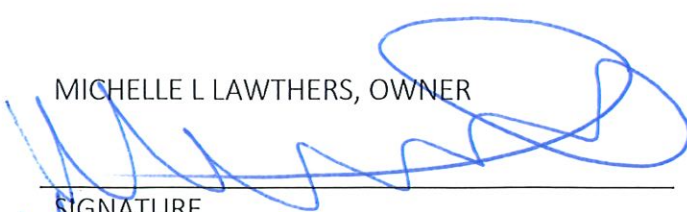
ATTEST:

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

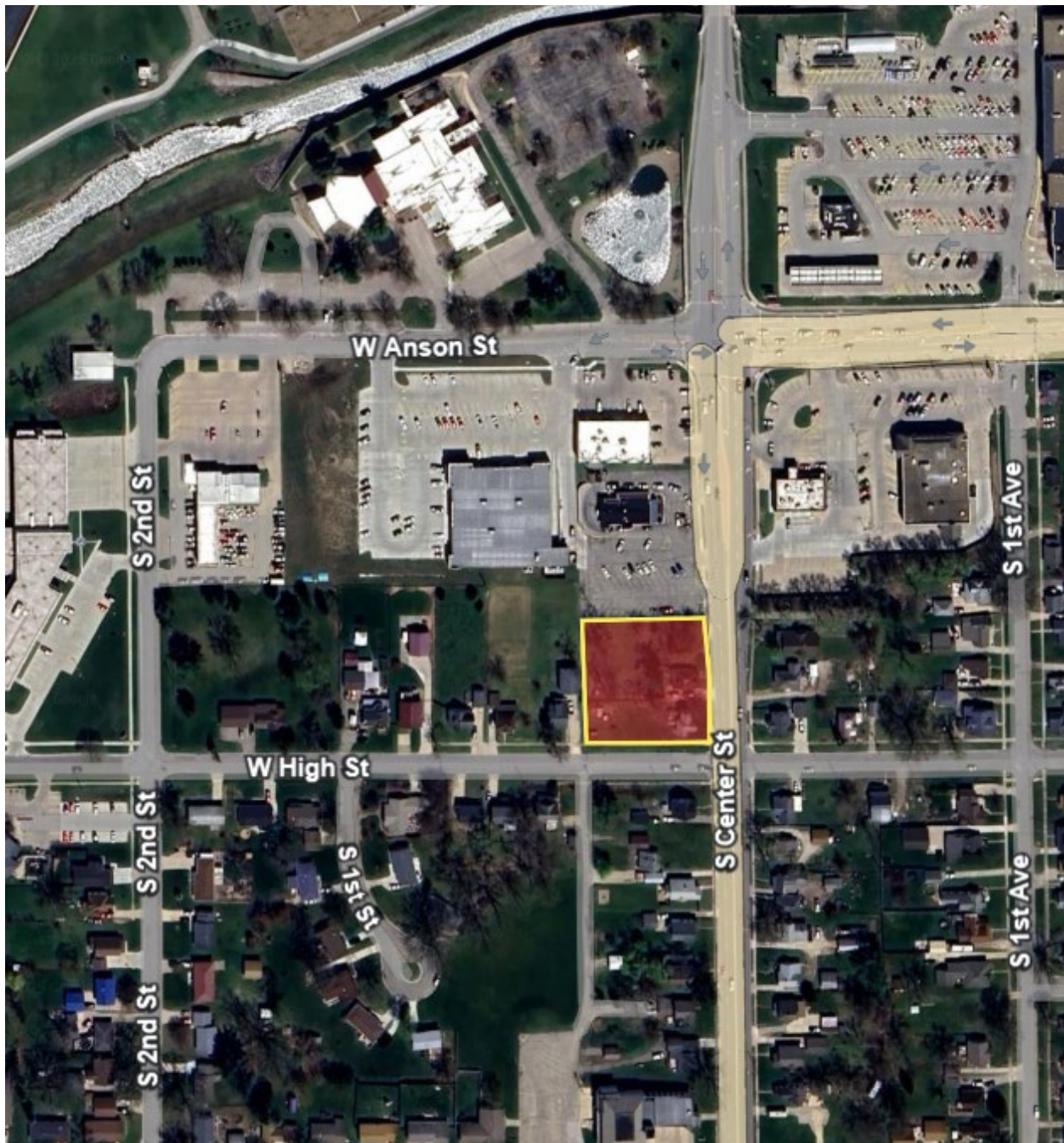
Dean E Lawthers
PRINT NAME AND TITLE

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.

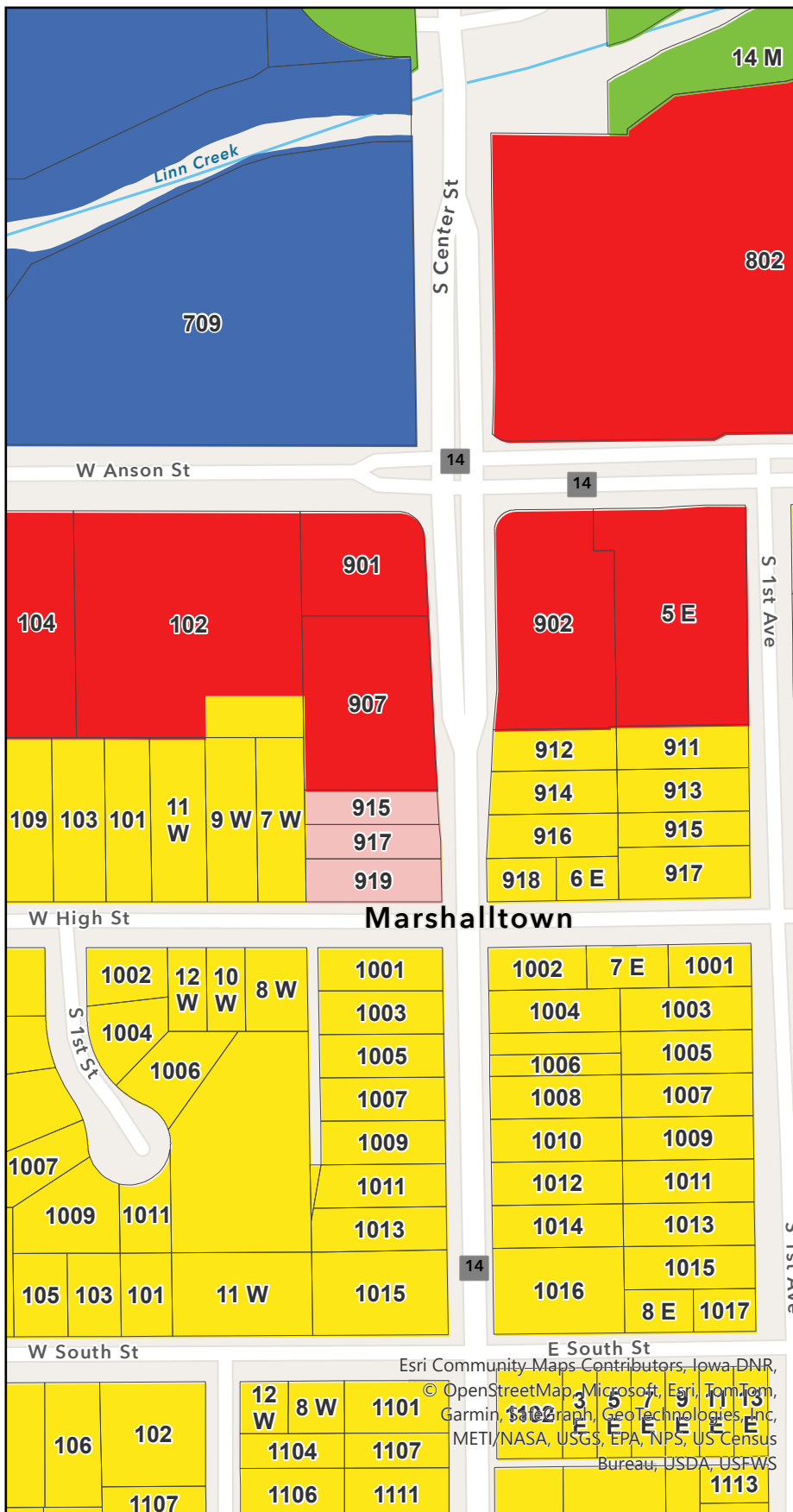
Notary Public in and for the State of Iowa

Aerial Vicinity Map

915, 917, 919 S Center St Rezoning



Marshalltown Future Land Use



Legend

- 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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MARSHALLTOWN
MORE THAN EVER



**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: June 23, 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 - 3rd 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

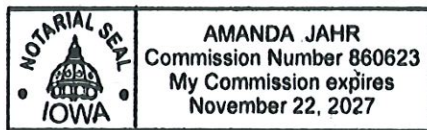
MARSHALLTOWN COMPANY

Joseph T. Carter
SIGNATURE

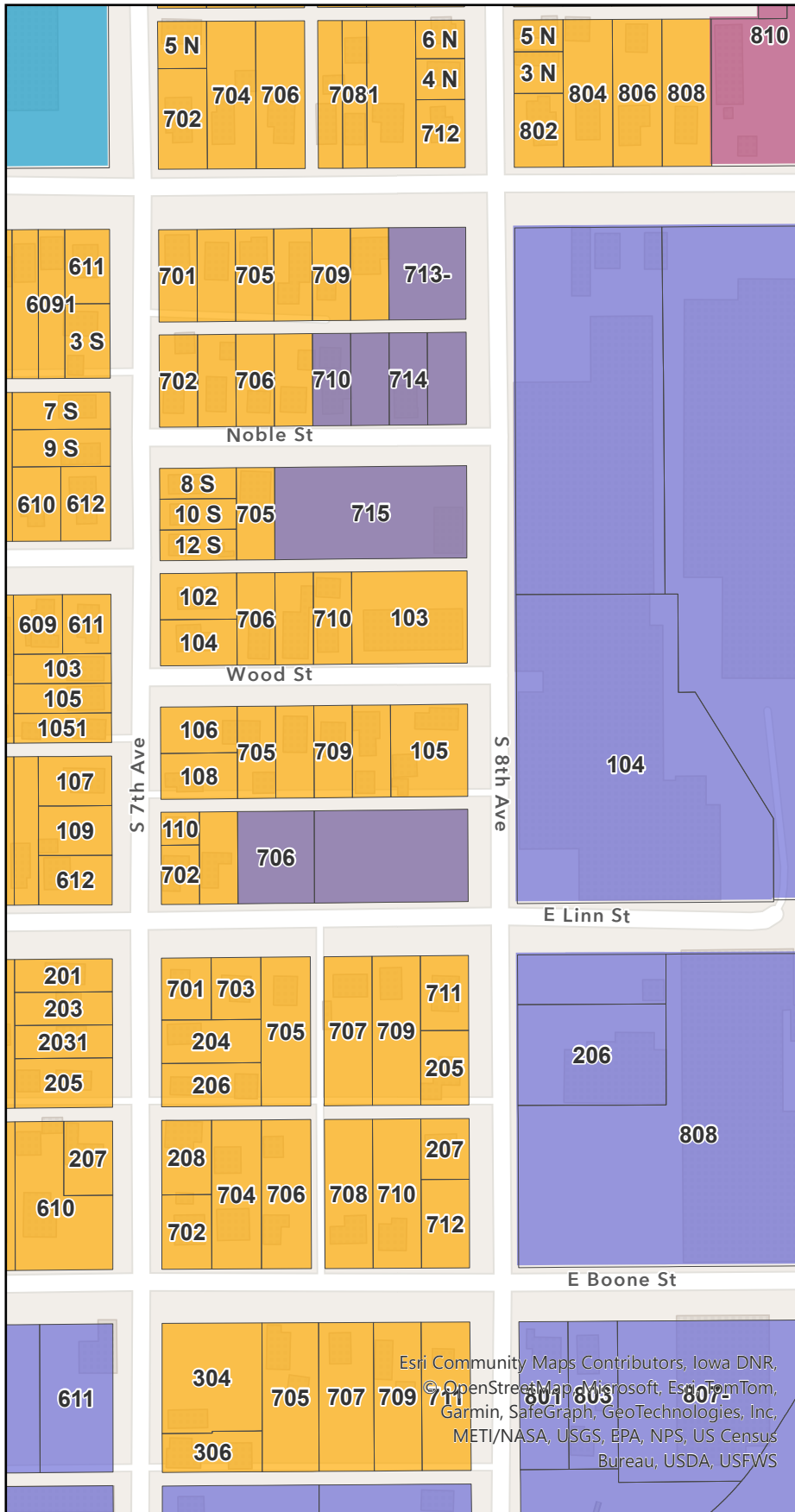
JOSEPH T. CARTER, PRESIDENT & CEO
PRINT NAME AND TITLE

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

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)
- Parcels



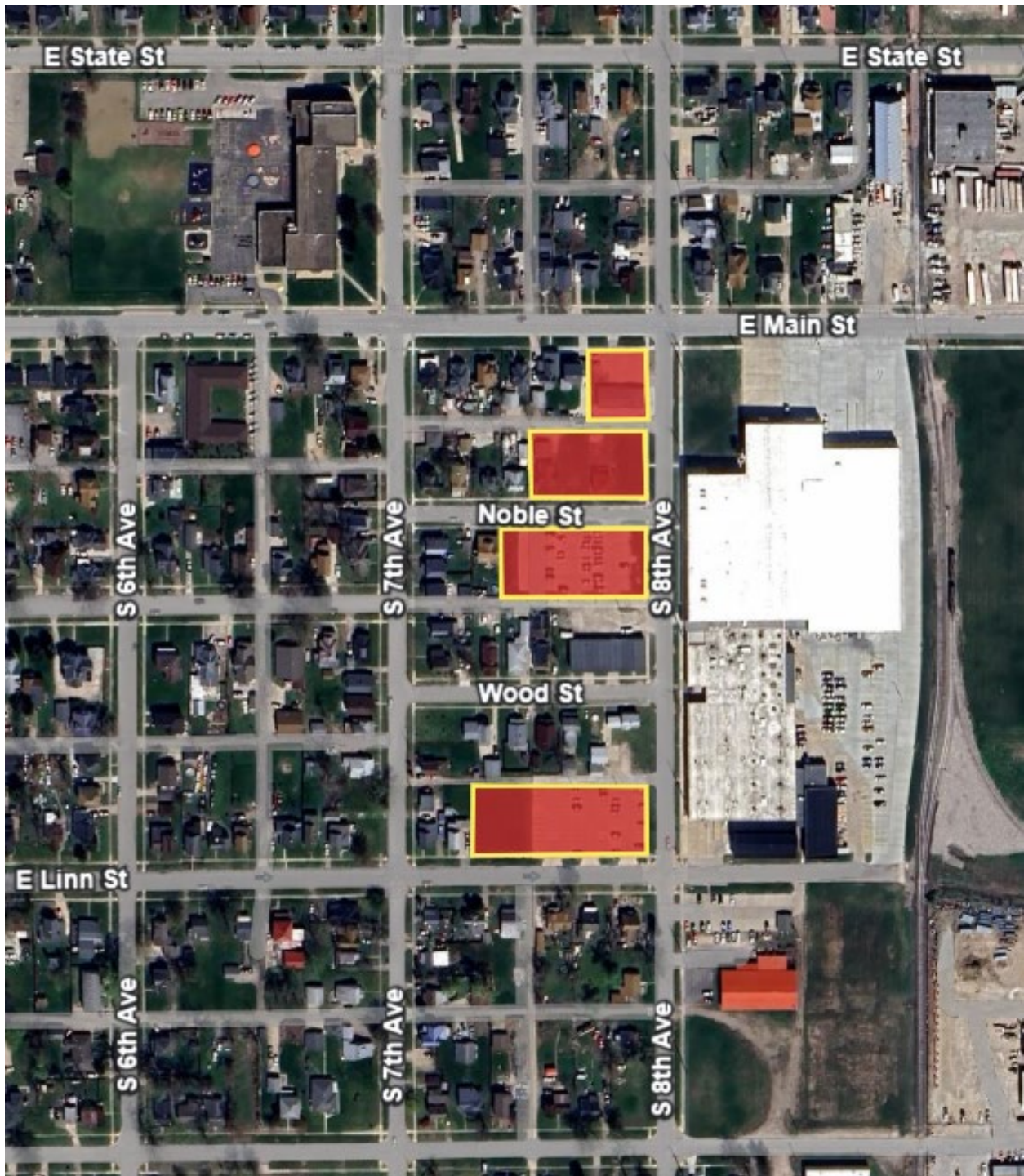
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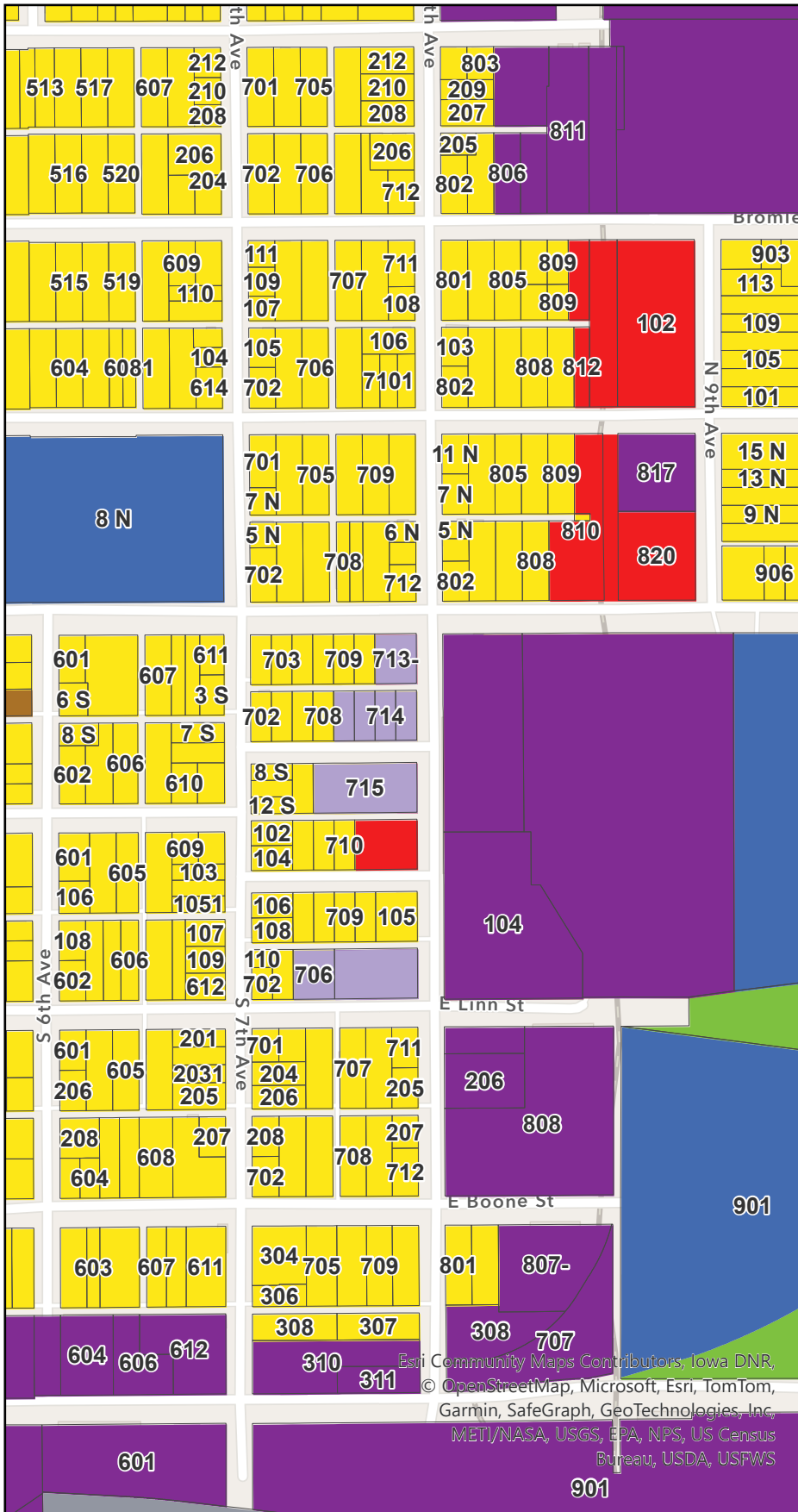


AERIAL VICINITY MAP

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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**MARSHALLTOWN
MORE THAN EVER**



**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: June 23, 2025
Re: Ordinance 15103 to Amend the Code of Ordinances, City of Marshalltown, Iowa, Chapter 156: Zoning, Self-Service Storage - Mini-Warehouse - 3rd 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. ORD 15103_CH 156 Self-Service Storage
2. Marshalltown Mall Concept Drawing

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 Use¹	Cv = Conventional 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																	
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

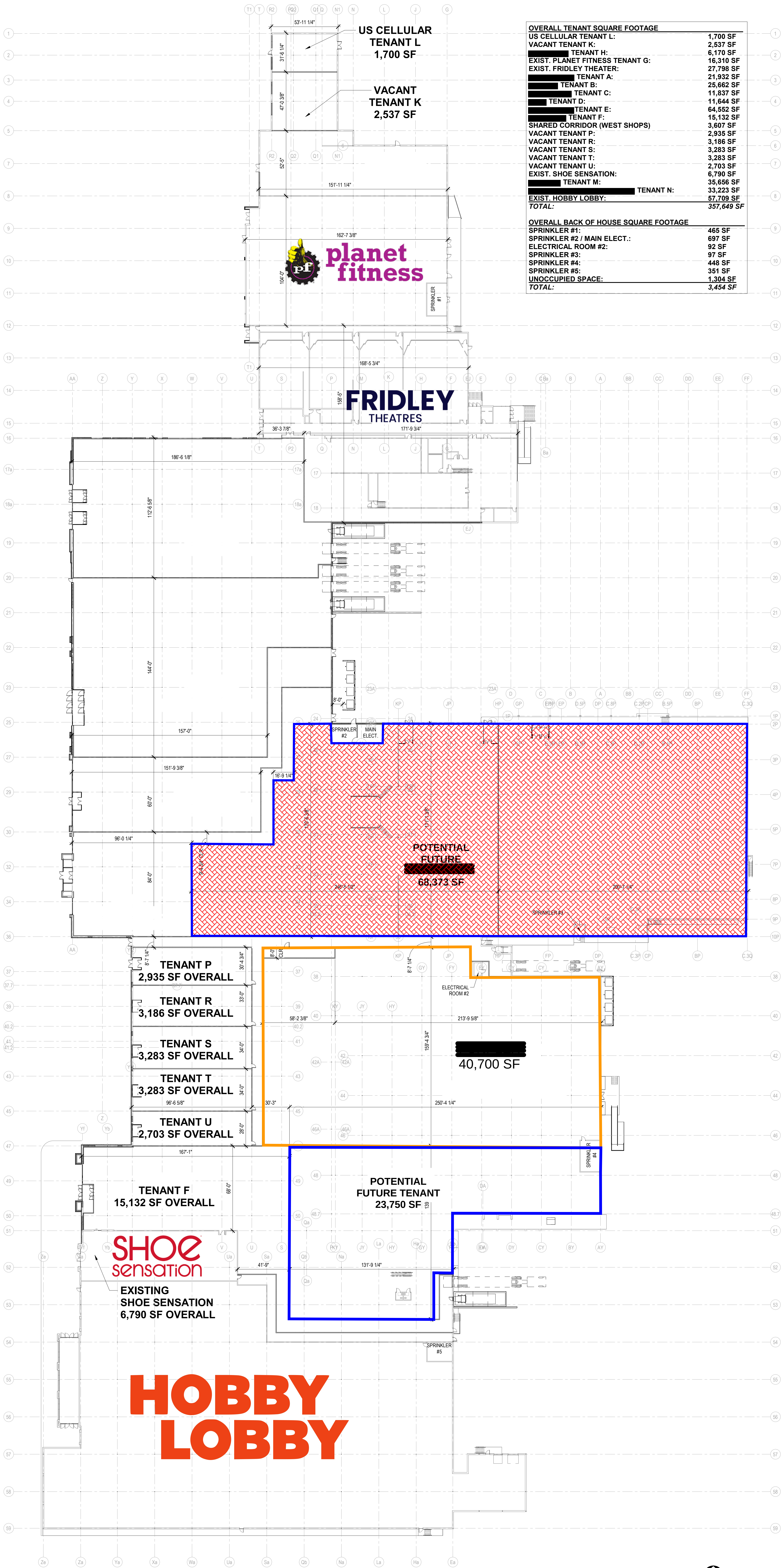
Joel Greer, Mayor

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



Shops At Marshalltown Renovations

Tenant Improvements

2500 S. Center Street
Marshalltown, Iowa 50158



**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: June 23, 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 - 3rd 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.

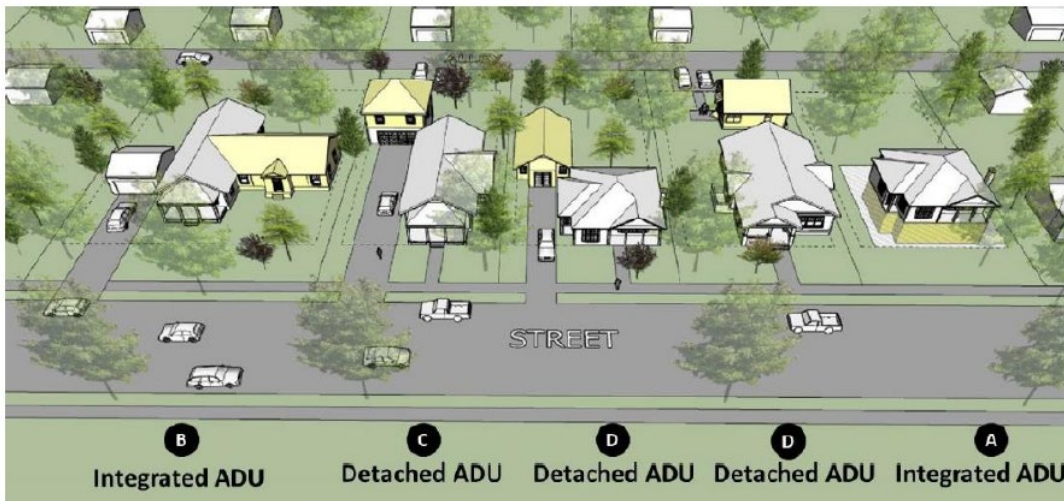
b. Measurement. The floor area is measured as the area within the ADU itself and does not include areas of an accessory building that are used for other purposes, such as a detached garage or a workshop that is not incorporated into the ADU.

(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 black 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:

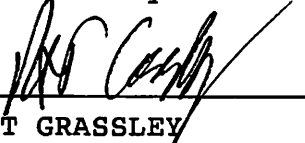
(a) The building is located in an area designated and declared as a state or local historic district under applicable law.

(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.

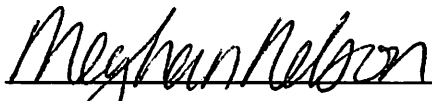
(d) The building is located on a property that is governed by a policy of regulation of an overlay or special purpose zoning district that is adopted pursuant to applicable law.

(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.

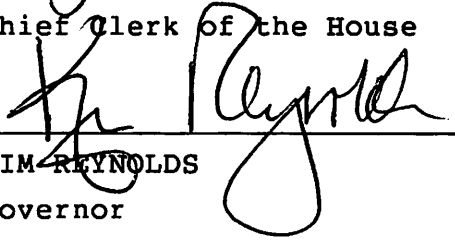

PAT GRASSLEY
Speaker of the House

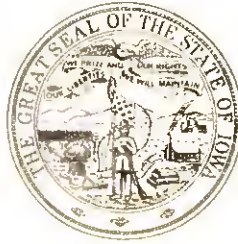

AMY SINCLAIR
President of the Senate

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", is written over the printed name and title.

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.

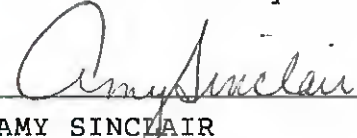
e. For the purposes of this subsection:

(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.

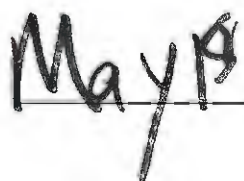
(3) "*Dwelling unit*" means the same as defined in section 562A.6, subsection 3.

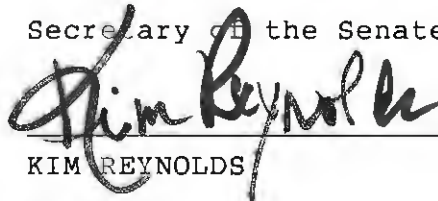
(4) "*Single family residence*" means the same as defined in section 562A.6, subsection 15, except to the extent that a single family residence may share utility lines with the accessory dwelling unit if full utility access that includes a separate metering system for billing purposes can be provided to the accessory dwelling unit.

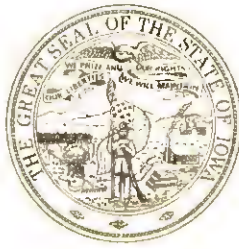

AMY SINCLAIR
President of the Senate


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.

Approved , 2025


W. CHARLES SMITHSON
Secretary of the Senate

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:

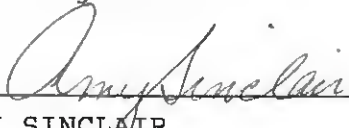
Section 1. Section 335.15, Code 2025, is amended by adding the following new subsection:

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.

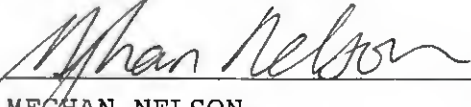
Sec. 2. Section 414.12, Code 2025, is amended by adding the following new subsection:

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.

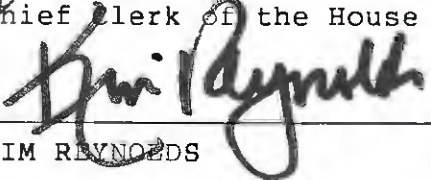

PAT GRASSLEY
Speaker of the House


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: Heather Thomas, Public Works Director
Meeting Date: June 23, 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 - 3rd 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



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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: June 23, 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 - 3rd 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



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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: June 23, 2025
Re: Ordinance 15108 to Amend the Code of Ordinances, City of Marshalltown, Iowa, Chapter 133 Offenses Concerning Minors - 1st Reading

Strategic Plan Objective:

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

Recommended:

Approve the ordinance amendment.

Budget Impact:

N/A

Description/Background:

Chapter 133 Offenses Concerning Minors addresses curfew, minors in pool or billard rooms, selling cigarettes to minors and minors buying cigarettes, minors pretending to be of age and exhibiting persons. The police department reviewed the chapter and recommended the following revisions.

- Update the curfew for minors under the age of 18 to 11:00 pm within the city limits to provide consistency.
- Repeal section 133.002 Minors in pool and billard rooms where alcoholic beverages sold.
- Update the age for purchasing cigarettes and other products to 21 years old.
- Repeal section 133.005 Exhibiting persons.
- Update the penalty section.

Attachments:

1. 2025-06-23_ORD 15108_Amend CH 133 Offenses Concerning Minors
2. 2025-06-23_ORD 15108_Amend CH 133 Offenses Concerning Minors_Redline

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA, CHAPTER 133 OFFENSES CONCERNING MINORS

WHEREAS, on December 20, 2019, with the enactment of the Appropriations for Fiscal Year 2020 signed by President Donald Trump, the federal smoking age was raised to 21 years of age; and

WHEREAS, State of Iowa law indicates it is illegal for a person to sell, give, or otherwise supply any tobacco, tobacco products, alternative nicotine products, vapor products, or cigarettes to any person under 21 years of age; and

WHEREAS, staff provided additional revisions to the chapter to bring it up to date along with providing a consistent curfew time; and

WHEREAS, the City Council finds it in the best interested to amend the Code of Ordinances.

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

Section 1. Amendment.

The Code of Ordinances of the City of Marshalltown, Iowa, is hereby amended by replacing the following sections:

§ 133.001 CURFEW; MINORS ON STREETS; HOURS.

(1) Minors under age 18.

(a) It shall be unlawful for any minor under the age of 18 years to be or remain in or upon any streets, alleys, public ways, vacant lots or other unsupervised places in the city between the hours of 11:00 p.m. to 6:00 a.m., unless satisfying the exceptions set out in division (A)(2) below.

(2) Exceptions. No minor shall be considered in violation of the curfew of the city if satisfying one or more of the following:

(a) The minor is accompanied by a parent;

(b) The minor is traveling to or returning from employment or a religious, political, economic or cultural assembly, and is journeying directly to such an activity or home, and not otherwise. This exception requires prior parental approval concerning such activity;

(c) The minor is accompanied by a supervising adult who has been previously approved, for the purpose involved, by a parent;

(d) The minor is an emancipated minor;

(e) The minor is traveling interstate for a lawful purpose and with the consent of a parent; and/or

(f) The minor is found on the public sidewalk between the street and the home of his or her parent or the home of one of the members of the group with whom the minor is socializing if the gathering is otherwise lawful.

(4) Definitions. For the purpose of this division (A), the following definitions shall apply unless the context clearly indicates or requires a different meaning.

EMANCIPATED MINOR. A minor who no longer lives with a parent and is self-supporting.

MINOR. Any person under the age of 18 years.

PARENT. Biological parents, a guardian or custodian appointed by the courts or an adult who has accepted the role of a parent at the request of a biological parent, guardian or custodian.

(B) (1) It shall be unlawful for any parent, guardian or other person having the care and custody of a minor under the age of 18 years to permit such minor to violate the provisions of division (A) above.

(2) It shall not constitute a defense to this section that such parent, guardian or other person having the care and custody of a minor did not have knowledge of the presence of such minor in or upon any streets, alleys, public places, vacant lots or other unsupervised places in violation of division (A) above.

Penalty, see § 133.999

§ 133.002 SELLING CIGARETTES TO MINORS; MINORS BUYING CIGARETTES.

Persons under legal age.

(A) A person shall not sell, give, or otherwise supply any tobacco, tobacco products, alternative nicotine products, vapor products, or cigarettes to any person under 21 years of age.

(B) A person under age 21 years of age shall not smoke, use, possess, purchase, or attempt to purchase any tobacco, tobacco products, alternative nicotine products, vapor products, or cigarettes.

Statutory reference: I.C.A. § 453A.2. Penalty, see I.C.A. § 453A.2.

§ 133.003 MINORS PRETENDING TO BE OF AGE.

(A) It is unlawful for any person under the age of 21 years of age to represent, pretend or claim that he or she is 21 years of age or over, for the purpose of inducing or procuring any merchant or dealer to sell such person any tobacco, tobacco products, alternative nicotine products, vapor products, or cigarettes.

Penalty, see § 133.999

§ 133.999 PENALTY.

(A) Any person violating any provision of this chapter for which no specific penalty is prescribed shall be subject to 10.999 of this code of ordinances.

(B) A minor who violates 133.001(A) of this chapter shall be punished by a penalty as provided in 10.999(A) of this code of ordinances.

(C) A minor who violations 133.003 this chapter shall be punished by a penalty as provided in I.C.A. § 453A.2.

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

CHAPTER 133: OFFENSES CONCERNING MINORS

Section

133.001 Curfew; minors on streets; hours

~~133.002 Minors in pool and billiard rooms where alcoholic beverages sold~~

133.003 Selling cigarettes to minors; minors buying cigarettes

133.004 Minors pretending to be of age

~~133.005 Exhibiting persons~~

133.999 Penalty

§ 133.001 CURFEW; MINORS ON STREETS; HOURS.

~~—(A) (1) Minors under age 15 generally. It shall be unlawful for any minor under the age of 15 years to be or remain in or upon any streets, alleys, public places, vacant lots or other unsupervised places in the city between the hours of 10:0011:00 p.m. to 6:00 a.m. without reasonable cause, unless such minor is accompanied by his or her parent, guardian or other adult person having the care and custody of the minor at the direction of the parents or the guardian.~~

~~(12)~~ Minors under age 18.

~~(a) Downtown area. The downtown area is established as follows: that area included within the entire boundaries of the intersections of West Linn Street and South 3rd Street, north to and including the intersection of North 3rd Street and West State Street and east to and including the intersection of East State Street and North 3rd Avenue, south to and including the intersection of South 3rd Avenue and East Linn Street and west therefrom to the point of beginning. Within the downtown area, it shall be unlawful for any minor under the age of 18 years to be or remain in or upon any streets, alleys, public places, vacant lots or other unsupervised places in the city between the hours of 10:30 p.m. to 6:00 a.m., unless satisfying the exception set out in division (A)(3) below.~~

~~(ba) Non-downtown areas. All other portions of the city are, by definition, to be considered outside of the downtown area, as defined in division (A)(2)(a) above. In this other area, it shall be unlawful for any minor under the age of 18 years to be or remain in or upon any streets, alleys, public ways, vacant lots or other unsupervised places in the city between the hours of 11:00 p.m. to 6:00 a.m., unless satisfying the exceptions set out in division (A)(23) below.~~

~~(23) Exceptions. No minor shall be considered in violation of the curfew of the city if satisfying one or more of the following:~~

(a) The minor is accompanied by a parent;

(b) The minor is traveling to or returning from employment or a religious, political, economic or cultural assembly, and is journeying directly to such an activity or home, and not otherwise. This exception requires prior parental approval concerning such activity;

(c) The minor is accompanied by a supervising adult who has been previously approved, for the purpose involved, by a parent;

(d) The minor is an emancipated minor;

(e) The minor is traveling interstate for a lawful purpose and with the consent of a parent; and/or

(f) The minor is found on the public sidewalk between the street and the home of his or her parent or the home of one of the members of the group with whom the minor is socializing if the gathering is otherwise lawful.

(4) Definitions. For the purpose of this division (A), the following definitions shall apply unless the context clearly indicates or requires a different meaning.

EMANCIPATED MINOR. A minor who no longer lives with a parent and is self-supporting.

MINOR. Any person under the age of 18 years.

PARENT. Biological parents, a guardian or custodian appointed by the courts or an adult who has accepted the role of a parent at the request of a biological parent, guardian or custodian.

(2013 Code, § 21-15)

(B) (1) It shall be unlawful for any parent, guardian or other person having the care and custody of a minor under the age of ~~18~~21 years to permit such minor to violate the provisions of division (A) above.

(2) It shall not constitute a defense to this section that such parent, guardian or other person having the care and custody of a minor did not have knowledge of the presence of such minor in or upon any streets, alleys, public places, vacant lots or other unsupervised places in violation of division (A) above.

(2013 Code, § 21-16)

(Ord. 66, passed 8-14-1950; Ord. 14394, passed 10-12-1992; Ord. 14709, passed 3-25-2003; Ord. 14970, passed 11-27-2017) Penalty, see § 133.999

~~§ 133.002 MINORS IN POOL AND BILLIARD ROOMS WHERE ALCOHOLIC BEVERAGES SOLD.~~

~~—(A) It shall be unlawful for any person to allow any person under 18 years of age to remain in any pool or billiard room or hall or to take part in any game known as pool, billiards or pocket billiards, or any variation thereof, if either beer, wine, spirits, alcoholic liquor or alcoholic beverage of any kind is therein sold, served, dispensed or used or if gambling or any other violation of statute, provision of this code or other city ordinance therein takes place; but, otherwise, it shall be lawful to have and operate such a pool and/or billiard room and pocket billiard room as to persons and minors of all ages, whether the room is at, below or above ground level.~~

~~—(B) In construing this section, a POOL OR BILLIARD HALL OR ROOM shall be limited to that portion of any building, room or premises actually occupied by pool or billiard tables and shall not include any part of the building, room or premises set apart or used exclusively as a barbershop or place for accommodation of patrons as a soda fountain or candy counter, even though such separate business or place is conducted within the same building, room or premises.~~

~~(2013 Code, § 21-17) (Ord. 75, passed 8-14-1950; Ord. 9801, passed 4-28-1959; Ord. 10478, passed 9-24-1963) Penalty, see § 133.999~~

§ 133.0023 SELLING CIGARETTES TO MINORS; MINORS BUYING CIGARETTES.

~~—It is unlawful for any person:~~

~~—(A) To sell or give any cigarette or cigarette paper to any person under 18 years of age; and/or~~

~~—(B) Under 18 years of age to buy, accept or receive from any merchant, dealer or place of business any cigarette or cigarette paper.~~

~~(2013 Code, § 21-19) (Ord. 75, passed 8-14-1950) Penalty, see § 133.999~~

Persons under legal age.

(A) A person shall not sell, give, or otherwise supply any tobacco, tobacco products, alternative nicotine products, vapor products, or cigarettes to any person under 21 years of age.

(B) A person under age 21 years of age shall not smoke, use, possess, purchase, or attempt to purchase any tobacco, tobacco products, alternative nicotine products, vapor products, or cigarettes.

Statutory reference: I.C.A. § 453A.2. Penalty, see I.C.A. § 453A.2.

Commented [SK1]: I do not think this part is needed.

§ 133.0034 MINORS PRETENDING TO BE OF AGE.

(A) It is unlawful for any person under the age of ~~18~~21 years to represent, pretend or claim that he or she is ~~18~~21 years of the age of or over, for the purpose of inducing or procuring any merchant or dealer to sell such person any ~~cigarette or cigarette paper~~ tobacco, tobacco products, alternative nicotine products, vapor products, or cigarettes.

(2013 Code, § 21-20) (Ord. 75, passed 8-14-1950) Penalty, see § 133.999

§ 133.005 EXHIBITING PERSONS.

~~—(A) A person shall not exhibit, place on exhibition or cause to be exhibited any person without the permission of the person exhibited or the person's parent or guardian.~~

~~—(B) A parent or guardian of an exhibited person shall not receive compensation from the exhibition.~~

~~(2013 Code, § 21-21) (Ord. 75, passed 8-14-1950) Penalty, see § 133.999~~

~~Statutory reference:~~

~~—Similar provisions, see I.C.A. § 727.10~~

§ 133.999 PENALTY.

(A) Any person violating any provision of this chapter for which no specific penalty is prescribed shall be subject to § 10.999 of this code of ordinances.

~~(B) —(B) A minor who violates § 133.001(A) of this chapter shall be punished by a penalty as provided in § 10.999(A) of this code of ordinances.~~

~~(C) A minor who violates 133.0023 this chapter shall be punished by a penalty as provided in I.C.A. § 453A.2.~~

(2013 Code, § 21-15) (Ord. 66, passed 8-14-1950; Ord. 14394, passed 10-12-1992; Ord. 14709, passed 3-25-2003; Ord. 14970, passed 11-27-2017)



**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: Carol Webb, City Administrator, Christopher Cross, Fire Chief
Meeting Date: June 23, 2025
Re: EMS Consultant Collaborative Project

Strategic Plan Objective:

Determine feasibility of EMS

Recommended:

Staff recommends moving this item forward for formal consideration.

Budget Impact:

\$19,917 proposed to be funded from Council-designated Local Option Sales Tax.

Description/Background:

Marshall County and its incorporated communities, including the City of Marshalltown, have initiated a regional project to evaluate the feasibility of consolidating Emergency Medical Services (EMS) across the county due to the dwindling number of volunteers county-wide and the possibility of UnityPoint - Marshalltown ceasing 911 ambulance transport service. The project includes developing a feasibility study and an implementation plan to assess EMS delivery and determine future regional solutions for staffing, operations, administration, and funding.

The regional group—composed of the cities of Albion, Clemons, Ferguson, Gilman, Haverhill, Laurel, Le Grand, Liscomb, Marshalltown, Melbourne, Rhodes, St. Anthony, State Center, and the unincorporated areas of Marshall County—issued a Request for Proposals (RFP) in April 2025. The intent was to select a consultant experienced in EMS planning and consolidation to evaluate current conditions and recommend a path forward.

In Iowa, EMS (Emergency Medical Services) is not automatically classified as an essential service statewide, unlike police and fire services. However, legislation passed in June 2021, Senate File 615, allows individual counties to designate EMS as an essential service. Information learned from this proposed feasibility study and new essential service legislation will guide the EMS exploratory group in decision-making and developing a plan for EMS in Marshall County for the future.

Iowa EMS Consultants was selected through this process and has submitted a formal proposal outlining the scope of work, timeline, and cost. The consultant team has over 70 years of combined experience and has completed similar studies in Iowa communities such as Grinnell, Pella, and Cascade. The feasibility study costs \$59,750.00, which is proposed to be divided equally between the City of Marshalltown, Marshall County, and Unity Point-Marshalltown. The City's portion of the cost is \$19,917.

Shari King, Administrator, will present information at the council meeting on behalf of UnityPoint Health.

Attachments:

1. Regional Project For Marshal County 2025
2. IOWA EMS CONSULTANTS Marshall County RFP
3. Marshall EMS City Council slides Jun 2025

Regional Project For:

The Cities of Albion, Clemons, Ferguson,
Gilman, Haverhill, Laurel, Le Grand,
Liscomb, Marshalltown, Melbourne, Rhodes,
St. Anthony, State Center, and
Unincorporated areas of Marshall County,
Iowa.

**Request for Proposals
Emergency Medical Services
Consolidation Feasibility Study
And
Implementation Planning**

SECTION 1 – INTRODUCTION

Marshall County, Iowa on behalf of the regional group (Group) listed herein will be accepting proposals from qualified consultants (Proposer) to prepare an emergency medical services consolidation feasibility study and associated implementation plan. The Group intends to hire a qualified consultant with a known reputation for producing high-quality products with expertise in emergency services. Qualified consulting firms are asked to submit statements of qualifications along with supporting documentation (Proposal).

Project Background

Marshall County, Iowa, is a county located in the central part of the state, known for its rich history, agricultural roots, and vibrant communities. Established on January 13, 1846, and named after John Marshall, the fourth Chief Justice of the United States Supreme Court, it spans approximately 573 square miles, with nearly all of it being land. As of the 2020 census, the county had a population of 40,105, with a population density of about 70 people per square mile. Its county seat and largest city is Marshalltown, and the region forms the Marshalltown Micropolitan Statistical Area. Notably, in 2010, the center of Iowa's population was located in Marshall County near the city of Melbourne.

Marshall County contains the incorporated cities of Albion, Clemons, Ferguson, Gilman, Haverhill, Laurel, Le Grand, Liscomb, Marshalltown, Melbourne, Rhodes, St. Anthony, and State Center. All communities, with the exception of Marshalltown, has a volunteer staffing structure. Marshalltown is a career fire department that is a basic level non-transporting EMS service. Unity Point – Marshalltown is a hospital in the City of Marshalltown who currently has a transport agreement with all EMS agencies in Marshall County.

In Iowa, EMS (Emergency Medical Services) is not automatically classified as an essential service statewide, unlike police and fire services. However, legislation passed in June 2021, known as Senate File 615, allows individual counties to designate EMS as an essential service. This law enables county boards of supervisors to propose a referendum, requiring at least 60% voter approval, to raise property taxes (up to 75 cents per \$1,000 of assessed value) or impose an income surtax (up to 1%) to fund EMS. The legislation aims to address funding and staffing challenges, particularly in rural areas, ensuring more reliable ambulance services. Counties must also form an EMS advisory council to guide implementation.

The communities in Marshall County have formed an exploratory group to study the EMS system in Marshall County due to the dwindling numbers of volunteers county-wide, and the possibility of Unity Point – Marshalltown ceasing 911 ambulance transport service.

SECTION 2 – PROPOSAL SUBMISSION

Release of Request for Proposal (RFP)	April 18, 2025
Deadline for Inquiries	May 9, 2025
Proposal Deadline	May 30, 2025
Proposal Opening	June 3, 2025
Proposal Reviews	June 3-6, 2025
Notice of Intent to Award	June 9, 2025

**The Group will endeavor to administer the proposal process under the terms and dates outlined; however, the Group reserves the right to modify the activities, timeline, or any other aspect of the process at any time, as deemed necessary.*

Inquires

All inquiries related to this RFP are to be directed, in writing, to Marshall County Board of Supervisors, c/o Carol Hibbs, Chair (chibbs@marshallcountytia.gov). **All inquiries must be received by May 9, 2025.** Inquiries will be answered via email. Information obtained from any other source is not official and should not be relied upon by respondents.

Submission

Submit one (1) signed original hard copy, five (5) hard copies, and one (1) electronic USB version of the proposal. Mark the original “MASTER COPY”. If discrepancies between copies of the proposal are noted, Master Copy shall be used as the basis for resolving any discrepancies. All proposals, whether accepted or rejected, shall become the property of the Group upon submission.

All proposals must contain the following:

- a. Cover letter
- b. Company name and contact information.
- c. Resumes or background descriptions of all key personnel.
- d. Proof of experience related to the successful development and completion of Consolidation Feasibility and Implementation Planning.
- e. A minimum of three (3) complete references must be submitted.
- f. Proof of familiarity with local fire and EMS systems.
- g. Estimated project fees (not a scored criterion, may be considered during the selection process).

The proposal must be received no later than 4:30 p.m. May 30, 2025. The proposal received after this time and date will not be considered. Faxed or electronic proposals will not be accepted. Proposals must be submitted to:

**Marshall County Board of Supervisors
c/o Carol Hibbs, Chair
Marshall County Courthouse
1 E Main St
Marshalltown, IA 50158**

SECTION 3- SCOPE OF SERVICES

Services to be provided:

1. Complete the Consolidation Feasibility Study and Implementation Plan for the following municipalities and county areas:

- Albion
- Clemons
- Ferguson
- Gilman
- Haverhill
- Laurel
- Le Grand
- Liscomb
- Marshalltown
- Melbourne
- Rhodes
- St. Anthony
- State Center
- Unincorporated areas of Marshall County, Iowa

2. Key project components consist of but are not limited to:

- a. Coordination between all stakeholders and the consulting firm.
- b. Data collection from each entity and analysis is required for an accurate feasibility study.
 - i. Equipment, vehicles, apparatus.
 - ii. Facilities.
 - iii. Fiscal.
 - iv. Geographic Information.
 - v. Incident data such as volume, type, frequency, etc.
 - vi. Personnel.
 - vii. PSAP (dispatching) considerations.
 - viii. Other pertinent data as required for an accurate report.
- c. Research of State of Iowa codes and statutes related to consolidation efforts.
- d. Development of a complete and accurate feasibility report.
- e. Development of more favorable options related to the consolidation of EMS services as supported by data and as determined by the consulting firm.
 - i. Examples: Maintaining status quo, formation of a new Special Service District, new interlocal agreements, partial consolidations, administrative collaboration, operational collaboration, aid agreements, etc.
- f. Development of an implementation plan including all aspects related to the proposed method of consolidation such as, but not limited to:
 - i. Structure

1. Recommendations of any new interlocal agreements, partnerships, cost sharing, administrative collaborations, etc.
- ii. Funding
 1. Recommended Certified Tax Rate to be established (according to existing taxing authority, EMS as an essential service).
- iii. Facility
 1. Recommendations for location(s) and deposition of existing facilities.
- iv. Equipment
 1. Recommendations for equipment, apparatus, vehicles, etc., to include allocation and distribution.
- v. Personnel
 1. Recommendations for staffing levels.
 2. Recommendations for volunteer agencies, career agencies, etc.
 3. Recommendations for possible new positions.
 4. Recommendations for pay structure.
 5. Recommendations for personnel benefits.
- vi. Administration
 1. Recommendations for formation of the administration of new entity(ies), if a new entity is recommended.
- vii. Legal
 1. Recommendations for legal counsel of any newly formed entity, if a newly formed entity is recommended.
- viii. Management of Entity
 1. Recommendations for human resources management of any newly formed entity.
- ix. Benchmarks
 1. Development of benchmarks and associated timeline for any implementation plan(s).

3. Final Reports

- a. Provide a written Consolidation Feasibility report for the consolidation of services as outlined above, including hard copies and digital copies for each stakeholder in the group.
- b. Provide a written Implementation Plan as outlined above, including hard copies and digital copies for each stakeholder in the group.
- c. Provide an in-person presentation to the Group of the findings and recommendations and implementation plan.
- d. Final Report deliverable to the Group by July 15, 2025.

SECTION 4 – SELECTION CRITERIA

The following criteria will be used to determine contract award (these are not listed in order of importance):

1. Completion of the RFP packet as outlined in this document with no missing information.
2. Inclusion of all aspects noted in the Scope of Services section.
3. Work experience, background, and qualifications of the respondent in the area of fire department and EMS consolidation studies and implementation planning.
4. Knowledge and experience with local volunteer and paid fire and EMS departments and structure in Iowa.
5. Review of Proposed Fees (not a scored criterion).

SECTION 5 – OTHER

1. The issuance of this Request for Proposals (RFP) constitutes only an invitation to submit responsive submittals (“Bid” or “Bids”) to the Group. Notwithstanding any other provisions of this RFP, the Group reserves the right to determine, in its sole discretion, whether any aspect of the bids satisfactorily meets the criteria established in this RFP, to request additional information from any Proposer, to waive immaterial defects in any bid, to reject any or all bids with or without cause, and to take any action that the Group deems appropriate. The Group intends to select that Bid which, in the sole opinion of the Group, is most favorable to the convenience of the Group and shall not give rise to any rights in any person. If a Contract is not awarded for any reason or if this RFP is withdrawn for any reason, the Group shall have no responsibility and/or liability to pay any Proposer for any cost or expenses incurred in connection with this RFP or the bids or transactions contemplated by this RFP or otherwise.
2. The Group shall have the right to disqualify any Proposer who in the past has not performed under the contractual requirements of a previous contract for the Group.
3. AWARD: The Group reserves the right to accept or reject any proposal to best serve its interests and to hold the proposals for ninety (90) days before rendering any decision. Acceptance of any bid/proposal does not place the Group or any City or the County under any obligation to award the lowest-priced response.
4. COMPENSATION: Proposer shall agree to provide a firm lump sum fee bid for work covered under this proposal and shall not list their bid as hourly or open-ended. ALL additional fees such as travel, mileage, meals, accommodations, rental cars, office supplies, printing, copying, postage, and mailing shall be detailed and included in the proposal. Upon acceptance of the bid/proposal, the Bidder agrees to submit invoices and W-9 forms based on agreed fees.
5. TERMINATION: Following implementation, should the Group find that the Proposer has failed in any material respect to performing it is agreed obligation under the agreement, the Group shall have the right to cancel the agreement as being in the best interest of the Group subject to 30 days written notice.

END OF DOCUMENT

Iowa EMS Consultants

2677 Sierra Ave
Sac City, IA 50583



Robert Hall

(712) 310 - 0996

rhall@iowaemsconsultants.com

Scot McDonough

(712) 660 - 8731

smcdonough@iowaemsconsultants.com

5/1/25

Carol Hills, Chair
Marshall County Board of Supervisors
Marshall County Courthouse
1 East Main St.
Marshalltown, IA 50158

Chairperson Hibbs,

Iowa EMS Consultants is pleased to provide a proposal to your group of stakeholders in regards to your RFP “Emergency Medical Services Consolidation Feasibility Study and Implementation Planning”

We are a firm made up of Iowa EMS professionals that, combined, have around 75 years of experience in both field and administrative EMS work.

Again thank you for this opportunity to help Marshall County provide the best EMS service.

References and Proof of Experience

Grinnell Fire and Rescue - Total feasibility study for creation and implementation of fire based EMS.

Chief Dan Sicard
Grinnell Fire and Rescue
Grinnell, IA 50112
(641) 236 - 2688
djsicard@grinnelliowa.gov

City of Pella Ambulance Service - A complete staffing and compensation study.

Chief Greg Higginbotham
City of Pella Ambulance Service
Pella, IA 50219
(641) 628 - 1780
ghigginbotham@cityofpella.com

City of Cascade Iowa EMS - Complete review with reorganization solutions for EMS service.

Lisa Kotter* - City Administrator, City of Cascade
* Currently employed as City Administrator for City of Red Oak, IA
Red Oak, IA 51566
redoakadmin@redoakia.city
(712) 623 - 6510

Proof of Familiarity

Scot McDonough serves as the EMS director of Sac County EMS which serves as a true third party combination EMS system consisting of volunteer EMS providers and paid full-time EMS providers. Robert Hall worked for Sac County EMS for ten years working with volunteer and professional EMS providers. Robert now serves as an engineer and paramedic on the busiest engine company within the City of Council Bluffs Fire Department. Combined, this gives our team over 70 years of both field and administrative EMS experience.

Scope of Work

Iowa EMS Consultants will converse with all key stakeholders within the following communities: Albion, Clemons, Ferguson, Gilman, Haverhill, Laurel, Le Grand, Liscomb, Marshalltown, Melbourne, Rhodes, St. Anthony, State Center, and unincorporated areas of

Marshall County, Iowa. Key stakeholders include, but are not limited to, Fire Chiefs, IAFF Local 16 Representative, Mayors, Law Enforcement, including the Marshall County Sheriff, UnityPoint - Marshalltown Hospital, medical director(s), Marshall County Board of Supervisors, and others deemed appropriate and who may represent those listed above.

Data collected from the stakeholders will be used to create solutions for the future of EMS in Marshall County. Data collected is to include equipment, apparatus, facilities, budgetary, geographic information, incident data such as call volume for each department including response times if able to collect from stakeholders, personnel, dispatching considerations, and other pertinent data as required. We shall provide an estimated amount of taxing authority based on information obtained from the Marshall County Assessor's office.

Iowa EMS Consultants will utilize an attorney licensed in the state of Iowa, and bear the costs of said attorney fees in regards to any and all codes and statutes. Their legal opinion will be an addendum to the final report. All solutions provided in the final report by Iowa EMS Consultants will have a cost assessment included. All of Iowa EMS Consultants' solutions are based on our core values: what is best for the patient, what is best for the EMS provider, and what is best for the taxpayer. It is our strong belief that unifying an EMS service among communities is what is best for the patient, the EMS provider, and the taxpayer, regardless of territory or geographical boundaries.

Final Reports

The final report shall be delivered by July 15th, 2025 with all stakeholders receiving a hard copy and a digital copy. The cost of this Emergency Medical Services Consolidation Feasibility Study and Implementation Plan is \$59,750.00. This fee is to be paid in two installments, half at the award of the contract and half at the completion of the contract. This fee is all inclusive.

Robert D. Hall
Iowa EMS Consultants

Date

Notary

THE FUTURE OF EMERGENCY MEDICAL SERVICES IN MARSHALL COUNTY

Marshalltown City Council Presentation

Jun 23, 2025

Current State

UPH-Marshalltown ambulance service provides 911 EMS to Marshall County, including Marshalltown.

- The service is a department of the hospital. It is not an independent service provider operating under its own TIN.
- The service has no funding from any source other than what it can bill.
 - Not all services can be billed (if the patient declines to go to the Emergency Room, the service cannot bill)
 - There are frequent denials by insurance for billed services, which then requires an appeals process. Some appeals are successful; some are not.
 - Neither the City nor County provide any funding to UPH-M for providing this service.
- There are volunteer EMS services in Marshall County. They are feeling the stress of dwindling volunteerism, maintaining trained responders and managing equipment costs and maintenance.
- In Jan 2024, UPH-Marshalltown signaled the looming EMS concerns to City and County representatives.
 - There were 2 meetings held in spring 2024 for EMS providers across the county and 1 for elected officials

Overview of UPH-Marshalltown EMS

- Only UPH-owned ambulance service providing 911 service
 - Unlike county hospitals, not able to leverage an EMS tax.
 - Critical Access Hospitals can allocate EMS staff hours to other hospital departments and receive reimbursement through Medicare.
 - This leaves Private, Non-Critical Access Hospital ambulance services in their own “Arena”. The operating model is comparable to 3 other ambulance services in Iowa.
 - There are 497 transport authorized locations statewide. 80% of these are volunteer services, and 50% respond to less than 100 calls annually.
- Funds associated with EMS operations come through revenue associated with transports. If patient is not transported, EMS is not reimbursed for services.
- EMS deserts are becoming an increasing concern within rural Iowa.
- Staffing and maintaining daily operations continues to become more challenging due to overall EMS and Paramedic workforce shortages.
- Unfavorable reimbursement from payors creates financial challenges for current state EMS operational model.

2022 State of Iowa Department of Health and Human Services EMS Report

Goal: Understand staffing trends related to EMS in Iowa.

- From 2021 to 2022, there was a decrease in active EMS providers.
- Over 60% of rostered positions are identified as volunteer.
- First attempt success rate for certification exams is 6% lower than the national average in Iowa (79% of candidates ultimately do pass).
- The number of certified EMS providers annually has decreased since 2019-2020.
 - Includes Certified Emergency Medical Responders and Emergency Medical Technicians.
- According to a study completed by the American Ambulance Association: EMS agencies are experiencing a full turnover of all staff every 3-4 years. Greater than one third of all new hires, turnover within their first year of employment.
- The number of incident reports submitted to the state EMS incident registry continues to increase.

What is Essential Service Legislation?

Goal: Understand what Essential Service legislation consists of, and how it impacts funding for Emergency Medical Services in Iowa.

- Senate File 615 (Approved June 9, 2021) allows counties to designate emergency medical services (EMS) departments as an essential county service placing it on equal level with law enforcement and fire departments in the state.
- Amendment of Iowa Code Section 422D.1: Optional Taxes For Emergency Medical Services
 - Upon adoption of a resolution declaring emergency medical services to be an essential county service, county board of supervisors may offer voter approval of the following taxes or a combination of the following taxes
 - Local option income surtax not to exceed 1%
 - An ad valorem property tax not to exceed seventy-five cents per one thousand dollars of assessed value on all taxable property within the county.
- Proposed resolutions must go through three readings before county supervisors can vote to adopt it and then it is placed on the ballot
- A vote to implement an EMS essential service tax levy must pass with at least 60% “Yes” votes
- After essential service legislation is adopted, the county must coordinate efforts with local emergency medical services agencies to establish a “county emergency medical services system advisory council” to assist in researching and assessing the service needs of the county and guiding implementation

Conclusion

The current model of EMS is not sustainable for UnityPoint Health-Marshalltown.

Goal: Continue discussion with local stakeholders on how to develop a sustainable operational EMS model within Marshall County.

Elements of Consideration

- Financial
 - Support from communities served (general fund).
 - Countywide EMS tax (through essential service) to support operations.
 - 23 of the 99 Counties in Iowa have addressed EMS Essential Service since June 2021. Since 2021, the number of counties pursuing this legislation continues to increase.
 - Campaign, voting, payment of funds from the county can be at 18–24-month process.
 - Countywide EMS system (department of county government).
- Workforce:
 - The number of certified EMS providers continues to decrease.
 - Partnerships with education centers.
- EMS Utilization
 - Incident reports submitted to the state registry continue to increase.