



**MARSHALLTOWN  
MORE THAN EVER**

**CITY OF MARSHALLTOWN CITY COUNCIL AGENDA  
CITY HALL COUNCIL CHAMBERS  
10 WEST STATE STREET  
MARCH 9, 2026, 5:30 PM**

**A. CALL TO ORDER**

**B. PLEDGE OF ALLEGIANCE**

**C. ROLL CALL**

Cahill, Fonseca, Mitchell, Nichols, Schneider, Thompson, Yopez-Gomez

**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 02/23/26 Meetings and Bill List \$2,951,935.33
2. Approve Alcohol License Renewals for Kwik Star #706 at 810 South 3rd Avenue; The 918 at 918 North 4th Avenue; Hy-Vee, Inc. at 802 South Center Street; Dollar General #21858 at 104 West State Street; Mi Ranchito at 1010 West Lincoln Way; Casey's #1441 at 1402 South 12th Avenue; Yesway #1148 at 1701 Iowa Avenue East (sale to Megasaver did not go through so Yesway is still the license holder eligible for renewal)
3. Approve Alcohol License Amendments - Owner/Officer update for Walmart at 2802 South Center Street, and Owner address update for Lounge on Main (Panhandles Stores 786 LLC) at 19 West Main

Street

4. Approve January 2026 Financial Statements
5. Resolution Declaring Asset #6614, a 2009 International Dump Truck and Asset #7010, a 2015 International Dump Truck, Surplus Property and Authorizing Sale and Disposal thereof from the Street Division of the Public Works Department
6. Resolution Approving Agreement for WPC Biosolids Land Application by and Between the City of Marshalltown, Iowa, and Nutri-Ject Systems, Inc. for Hauling and Application on Farm Ground by Field Applicator
7. Resolution Approving Agreement for WPC Biosolids Land Application by and Between the City of Marshalltown, Iowa, and Midwest Injection Inc. for Application on WPC Farm Ground through Injection by Umbilical Cord
8. Resolution Approving a Base and Supplemental Agreement for Roadway Maintenance Services on Iowa Highway 14 From Iowa Avenue to Woodland Street Between the City of Marshalltown, Iowa, and the Iowa Department of Transportation Created Pursuant to Chapter 28E.12 of the Iowa Code
9. Resolution Approving a Contract for Roadway Maintenance Services at the Iowa Veterans Home Between the City of Marshalltown, Iowa, and the Iowa Department of Transportation Created Pursuant to Chapter 28E.12 of the Iowa Code
10. Resolution Authorizing the Use of Funding Allocated to the Downtown E Main St / Center St Reconstruction Project, #STR22002, Towards Alley Repair Work in the Vicinity of Said Project
11. Resolution Approving Contract Change Order #5 for the Linn Creek Trailhead and Bridge Project #TRL24001 and TRL24002, a Decrease of \$7,590.00
12. Resolution Approving Contract Amendment for Construction Engineering for the Water Plaza at Mega-10 Park Project #PRK22004, an Increase of \$40,000
13. Resolution Authorizing the City of Marshalltown to Submit a Grant Application to Iowa Department of Natural Resources for an Urban Forestry Development Grant for the Completion of an Urban Tree Canopy Inventory in the amount of \$50,000

**G. MOTIONS**

1. Motion to Approve a 5-day Class C Retail Alcohol License with

Outdoor Service for the Midnight Ballroom for a Rodeo held at the Central Iowa Fairgrounds on April 4, 2026

## **H. RESOLUTIONS**

1. Resolution Approving City Fee Schedule Changes
2. Resolution Awarding Ralston Homes as the Developer for the Community Development Block Grant Disaster Recovery Housing Program
3. Public Hearing and Resolution Approving the Proposed Plans, Specifications, Form of Contract and Opinion of Probable Cost for the Water Plaza at Mega-10 Park Non-Skid Rubberized Coating Project #PRK22004

## **I. ORDINANCES**

1. Ordinance 15114 to Amend the Code of Ordinances, City of Marshalltown, Iowa by Repealing and Replacing Chapter 90: Animals - 1st Reading

## **J. DISCUSSION**

1. Marshalltown Community School District Request for Street Vacation for West Linn Street, East of 12th Street
2. Radon Control Building Requirements
3. Surplus Property Disposal Policy
4. Update of Purchasing Card Policy & Procedure Manual
5. Update of Capital Assets and Depreciation Policy
6. Bond Reallocations
7. Revise City Ordinance - Chapter 93.001: Parks and Recreation; Leisure: Camping; Time Limits; Permit; Fee

## **K. ADJOURNMENT**

### **MISSION STATEMENT**

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

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Please visit the City's website for the complete agenda packet and to subscribe to agenda notices and department news at [www.marshalltown-](http://www.marshalltown-)

[ia.gov.](#)

**CITY COUNCIL PROCEEDINGS**  
**FEBRUARY 23, 2026**

Mayor Ladehoff called the special meeting to order at 4:15 pm, February 23, 2026, at the City Hall Council Chambers, 10 W State Street. Roll call- Present: Cahill, Fonseca (via Go-To-Meeting), Mitchell, Nichols, Schneider, Thompson, Yepez-Gomez.

**DISCUSSION**

Chief Jones and Lt Hillers provided the council with violent intruder response information. Officer Settig provided a presentation on de-escalation and provided strategies for resolving conflict.

**ADJOURNMENT**

The meeting adjourned at 5:08 pm.

Respectfully Submitted,

CITY OF MARSHALLTOWN, IOWA

  
\_\_\_\_\_  
Alicia Hunter, City Clerk

\_\_\_\_\_  
Mike Ladehoff, Mayor

ATTEST:

\_\_\_\_\_  
Alicia Hunter, City Clerk

**CITY COUNCIL PROCEEDINGS  
FEBRUARY 23, 2026**

Mayor Ladehoff called the meeting to order at 5:30 pm, February 23, 2026, at the City Hall Council Chambers, 10 W State Street, and led the pledge of allegiance. Roll call-Present: Cahill, Fonseca (via Go-To-Meeting), Mitchell, Nichols, Schneider, Thompson, Yopez-Gomez. Public comments for items not on the agenda were provided. Mayor, Council, and Administrator comments were provided. Years of Service were recognized for Jacob Patterson, Fire Department, 5 years, and Nathan White, Fire Department, 20 years.

**CONSENT AGENDA**

Motion by Jeff Schneider, second by Mark Mitchell to approve the consent agenda approve less item 7: Approve Minutes 02/09/26 Meeting and Bill List \$1,627,190.82; Approve Alcohol License Renewals for Elmwood Country Club, 1734 Country Club Lane with outdoor service; Fareway, 102 West Anson Street; Wandering Creek, 2436 233rd Street with outdoor service; Food & Gas Mart, 613 North 3rd Avenue; Approval Alcohol License Amendments - Family Dollar ownership amendment; Approve December 2025 Financial Statements; Resolution to approve transfers through December 31, 2025; Resolution Approving Applications for Tax Abatement within Approved Urban Revitalization Areas of the City of Marshalltown, Iowa; Resolution Approving Engineer's Certificate of Completion and Accepting Brothers Concrete for the Kiwanis Park Project #PRK22003; Resolution Approving Purchase of a 2027 International HV507 Truck with Dump Box, Snow Plow, Tailgate Spreader, and Mid Wing Package for the Price of \$244,744.87 from Ascendance Trucks Midwest for use in the Street Division of the Public Works Department; Resolution Ordering Construction for the Water Plaza at Mega-10 Park Non-Skid Rubberized Coating Project, #PRK22-004, Setting a Public Hearing on Proposed Plans, Specifications, Form of Contract and Opinion of Probable Cost and Directing Publication of Notice to Bidders; Resolution Declaring 2010 Ford F350 (Asset 6656), Surplus Property and Authorizing Sale and/or Disposal Thereof from the Parks and Recreation Department; Resolution Approving Purchase of a 2026 Chevrolet Silverado 3500HD Truck with Dump Box for the Price of \$63,646.78 from Karl Automotive Group for use in the Parks and Recreation Department; Resolution Declaring Library Solar Panels (a part of Asset #6653), Surplus Property and Authorizing Sale and/or Disposal Thereof from the Library Department. Motion carried 7-0.

Motion by Jeff Schneider, second by Mark Mitchell, to approve Resolution Adopting Supplement S-13 to the Code of Ordinances of the City of Marshalltown, Iowa, Through Ordinance 15113. Alicia Hunter, City Clerk, advised that Iowa Code 380.8 requires the City maintain a code of ordinances by compiling at least annually a supplement to the code of ordinances consisting of all new ordinances and amendments to ordinances and adopting the supplement by resolution. This supplement includes Ordinances 15108 through 15113. Motion carried 7-0.

**RESOLUTIONS**

Motion by Jeff Schneider, second by Gary Thompson, to approve Resolution Setting Public Hearing for Proposed Property Tax Levy for FY27 Budget. Diana Steiner, Finance Director, advised that the public hearing will be set for a special meeting on March 23rd at 5:00 pm. This will be the only item on the agenda. The proposed rate is \$16.25 per \$1,000 valuation. This is an

increase from \$16.00 the previous year due to the increased transit levy for the purchase of new buses. Motion carried 7-0.

## **DISCUSSION**

Captain Kiel Stevenson presented a review of amendments made to Chapter 90: Animals. There was a committee established for the review of this ordinance. The content was reorganized, and definitions were expanded. Rabies Control was revised to meet vet standards and reporting to Marshall County Public Health. New sections were created for Animal Care, Irresponsible Owners, Microchipping, and Trap-Neuter-Return Program. An Appeals and Penalty section was created to streamline procedures. Animals at large are a time-consuming issue for officers to deal with. Microchipping was recommended as the most efficient way to reunite animals with owners. Public comment was provided. Motion by Jeff Schneider, second by Greg Nichols, to bring forward the ordinance amendment for first reading. Motion carried 7-0.

Carol Webb, City Administrator, presented information on a pet registration program at the direction of the council during budget discussions. The program goals would be rabies vaccination compliance, improved pet identification and return-to-owner rates, and to generate revenue to offset animal control services. The animal committee did consider this option and ultimately decided that requiring microchipping was the most effective way for pet identification. If a registration program is utilized, staff recommend a third-party vendor to administer the program. Public comment was provided. Motion by Jeff Schneider, to proceed with Muscatine's model for pet registration and get vendor pricing for a Pet Registration Program. Motion failed due to lack of a second. Motion by Greg Nichols, second by Sue Cahill, to move forward with microchipping per the ordinance amendment. Motion was withdrawn since this action was affirmed in the Chapter 90: Animals ordinance amendment discussion.

Heather Thomas, Public Works Director, advised that the city received a request from the property owner of 2004 West Olive Street to purchase the right-of-way that was believed to be constructed on their property. CGA was surveying the property and was unable to locate any records that showed the inside corner of Campbell Drive and Olive Street as rounded off as shown in the County's system. Instead of a curve, they requested to establish the right-of-way with a triangular piece. Motion by Gary Thompson, second by Greg Nichols, to proceed with the purchase of the right-of-way at 2004 West Olive Street for \$1,200. Motion carried 7-0.

Heather Thomas, Public Works Director, advised that Marshall County is redoing their parking lot and alley east of the courthouse. The city was requested to partner in this repair for the drainage and utility tie-ins. The estimated cost is \$12,700. Public comment was provided. Motion by Jeff Schneider, second by Melisa Fonseca, to use bond funds from the Main Street Reconstruction project for this repair. Amended motion by Greg Nichols to use the Road Use Tax Fund for the repair. Motion failed due to lack of a second. Original motion carried 5-2, Mark Mitchell and Gary Thompson dissenting. Director Thomas advised that the alley adjacent to 7 Rayos, which will be used for the Arts + Culture Alliance "The Lane" project, has some uneven edges that could use repair before this project at an estimated cost of \$6,700. Motion by Jeff Schneider, second by Sue Cahill, to use bond funds from the Main Street Reconstruction project for "The Lane" alley repair. Motion carried 4-3, Mark Mitchell, Greg Nichols, and Gary Thompson dissenting.

Diana Steiner, Finance Director, reviewed the special revenue fund budgets that are restricted for a particular purpose. The budget amounts are based on known or projected resources. Special revenue funds that have capital items will be presented at a future meeting.

Carol Webb, City Administrator, presented a draft of the capital improvement plan, which outlines capital projects and their funding sources, such as bonds, road-use tax, or local option sales tax. The final draft will come back to the council for adoption. Diana Steiner, Finance Director, advised that some older bond funds need to be used, and projects have been entered for aquatic center repairs at \$221,000, Kiwanis Park upgrades at \$13,000, and library parking lot repair and garbage enclosure at \$33,000. These projects are shovel-ready and could be completed by June 30th if the council would like to proceed with funding through bonds that need to be spent. Councilor Thompson inquired what the funds were originally allocated for, and Director Steiner advised street improvements, which would be shifted to another bond, not eliminated. Administrator Webb advised that these are additional bonds from projects that were under budget. Councilor Cahill would like the city to present a street improvement plan to the public. Director Thomas advised that staff are working with a consultant on a Pavement Management Program. The street-specific plan should be issued in early fall. Public comment was provided. Motion by Gary Thompson, second by Mark Mitchell, to use the bond funds referenced for streets as originally designated. Motion carried 7- 0.

**ADJOURNMENT**

The meeting was adjourned at 7:11 pm.

Respectfully Submitted,



\_\_\_\_\_  
Alicia Hunter, City Clerk

CITY OF MARSHALLTOWN, IOWA

\_\_\_\_\_  
Mike Ladehoff, Mayor

ATTEST:

\_\_\_\_\_  
Alicia Hunter, City Clerk

# BILL LIST 03/09/26

<b>Advertising</b>				
Trending.Media/2	163.00		Health.Partners/2	-12,529.26
<b>Buildings/Improvements</b>			Marshall Hospit/1	420.03
Menards/6	204.98		Mummert, Joe/1	255.94
<b>Consulting &amp; Professional Fees</b>			Stucky,J/1	63.40
AHLERS.COONEY/1	75.00		<b>Rents/Leases</b>	
AMERICAN.LEGAL./1	1,948.25		201 E Main MT/12	4,436.00
Bernie.Lowe/3	68,672.28		6 Pack Propert/1	371.00
Bolton&Menk.Inc/2	8,270.00		A.White/1	265.00
Calhoun-Burns/1	22,647.10		Ackley.Housing/6	1,369.00
Health.Partners/2	23,057.90		Arrowhead Homes/1	337.00
Howard.R.Green/2	26,219.48		BJ&J.LLC/1	277.00
Lynch.Dallas.PC/9	15,308.57		BLOOD,A/1	412.00
Region 6/1	444.00		Blue Fund I/1	311.00
<b>Contracts</b>			Borota,K/1	412.00
AMERICAN.LEGAL./1	500.00		Brinkmeyer, Rob/1	305.00
ARL/1	7,499.08		Brodin,C/1	57.00
BDH/29	7,879.34		Brown, Larry/1	332.00
Brothers Clean/1	1,738.54		Brummel, Michae/1	105.00
Chamber.Commerc/1	25,000.00		BTG Rental LLC/1	230.00
City.Laundrying/1	160.02		Buckaroo.LLC/2	932.00
EO Johnson Co/3	126.65		CIRSI/7	522.00
FEH.Assoc/1	4,575.00		Clock Tower Sen/10	3,478.00
Garling.Constr/1	98,882.77		CMHC.INVEST/1	192.00
Hardons/1	877.42		Conzalez, Renat/1	621.00
Inteconnex LLC/1	540.00		Crestview Apts/23	9,051.00
Lynch.Dallas.PC/1	160.00		D.D.Rentals/5	1,994.00
MarshalltownCBD/1	15,000.00		Daters, Toni Ra/1	360.00
Nutri.Ject.Sys/2	23,318.66		Douglas Ter Apt/3	1,728.00
Prairie Waste/1	226.60		Ealy, Carol/1	124.00
Region 6/1	10,721.00		EPC LLC/2	708.00
Safe Building/1	7,970.00		Etter, Connie/1	650.00
Schendel.Pest.C/4	121.42		Eubanks,C/1	296.00
Sensys Gatso/1	6,510.00		Flores, Antonio/1	285.00
Stericycle.Inc/3	261.52		Friendly.Valley/3	326.00
Tri.State.Lock/1	40.00		Glenda.Drive.LL/3	1,115.00
Vajgrt.R/1	415.00		Gorrell, Joseph/1	650.00
Veenstra & Kimm/1	67,257.95		Gray,D/2	972.00
Wendler Inc/1	50,435.43		Hala,J/6	1,850.00
Xerox Corp/1	74.64		Hatch,R/2	1,383.00
<b>Equipment/Minor</b>			HAVELKA,B/1	696.00
Jetco Inc/1	740.00		HESENIUS,R/1	832.00
<b>Medical</b>			Hilltop.Village/2	470.00
Ascheman, Paul/1	375.00		Ho Phi Nguyen/1	550.00
Bernie.Lowe/3	251,698.15		House Harvester/1	299.00
Covenant Workpl/1	432.25		HOWARD,J/1	164.00
HARTFORD.ACCTS/2	7,462.05		Inman, Jeffrey/1	142.00
Health.Partners/10	372,072.06		JBI.COOP.Assn/5	2,160.00
McFarland.Cl/2	84.60		JDL.Rental.Coop/1	490.00
Medimpact Healt/1	676.31		Jimenez, Luis/1	358.00
<b>Payroll.Net</b>			Kading Prop LLC/4	2,620.00
Payroll/1	382,300.88		Kramer, Marcia/1	388.00
<b>Refund/Reimbursed</b>			Lawthers.Prop.M/1	143.00
DANLEE Corp/1	50.00		Linton, Tyler/2	660.00
Gutierrez, Salo/1	383.57		LJWS Farms LLC/1	311.00
			Lopez, Jaime/1	455.00

# BILL LIST 03/09/26

LUENSE,B/6	2,754.00	Patton,Camille/1	46.00
Lusoma LLC/2	626.00	Petermeier,J/1	40.00
Manus&Michelle/1	288.00	Ranson, Robert/1	40.00
MD Kruse Enter/1	90.00	SanDiegoHousing/1	52.84
Moore, Michelle/1	295.00	ShoBiz,Minutema/1	33.56
Mtown Lofts LLC/16	5,386.00	Squires,Chris/1	86.00
Mtown/Westown/19	5,837.00	Stiegelmeier, C/1	10.00
Ndihokubwayo,L/1	310.00	Super Shine/1	552.80
North.Tama.Hsg/1	51.00	T-Mobile/34	563.48
Oetker,D/3	478.00	Wallace, Yianna/1	41.00
Park.Elms,LLC/5	1,995.00	Wirth, Tammy/1	28.00
PHR Properties/1	320.00	<b>Sewer</b>	
Plymat Jr, Will/1	546.00	Mtwn.Wtrwrks/1	10.00
Premier/5	2,098.00	<b>Supplies/Parts</b>	
PremierIowaCity/5	1,580.00	AdlandEngraving/1	15.90
Pyramid Propert/3	751.00	Arnold.Motor/13	945.07
RA.Rental.Prop/2	1,047.00	Bobcat.Ames/1	325.44
Redborg,Kirsten/1	384.00	Bound.Tree.Medi/1	644.70
Reed,T/1	422.00	Cessford/1	505.05
Rice, Quinton/1	403.00	City.Laundering/2	121.62
River.Birch/2	1,171.00	Cntrl.IA.Distr/2	91.00
River.Oaks/4	1,703.00	Cntrl.IA.Farm/2	715.54
RMB Cooperative/1	1,000.00	Doll Distrib/3	906.35
Rural Revival/1	335.00	Engineered Equi/1	6,839.40
SanDiegoHousing/1	2,627.00	Galls.LLC/8	1,703.77
Schmidt,M/2	1,072.00	Gillig.LLC/2	495.70
Superior.Rental/7	1,629.00	Hogeland.Auto.P/1	300.00
Sweet Pea/2	813.00	IA.Prison.Ind/4	988.20
Swift, Scott/1	430.00	Karl of Mtown/3	918.00
Tallcorn.Tower/12	3,695.00	Kiesler Police/1	6,103.96
TAYLOR,M/1	350.00	Menards/7	378.18
TOWN.APARTMENT/2	692.00	Microbac Lab/1	130.50
TTLIC.Hsg/3	1,674.00	Midland.Scienti/3	2,483.95
Walker, Angela/1	308.00	Nutrien.Ag.Sol/1	2,415.00
Worsfold Farm/1	370.00	Office.Express/2	170.40
<b>Service/Repairs</b>		OnCare Digital/1	9,930.00
AAA.Septic/1	115.00	Optical.Center/1	25.00
BG.HVAC.INC/1	5,950.00	Racom.Corp/2	174.00
Cline, Troy/6	2,400.00	SE.Jones.Indust/2	184.80
Electric.Supply/4	2,055.00	STAPLES/4	250.50
First Data Corp/4	666.77	Strands/1	203.28
Gentry,S/4	83,850.00	Streichers Inc/1	10.00
Global Paymt/1	826.74	Sunset.Law.Enf/1	1,438.21
Greazel, Lance/1	40.00	Thiesens.Supply/7	405.90
Heart.of.Iowa/11	2,857.36	Trojan Tech/1	8,425.04
I.C.A.P./1	740,015.00	Vajgrt.R/1	75.00
IMON/1	134.99	Van.Meter.Inc/1	151.11
Jara, Laura/1	30.00	Vanwall Equip/1	1,116.44
Kapaun.Brown/1	1,630.60	Zarnoth.Brush.W/1	4,131.30
Legg,R/1	40.00	Zep.Sales/1	105.95
Louis, Marie/1	7.00	<b>Travel/Training</b>	
Mattingly, Ruth/1	40.00	Webb, Carol/1	947.60
McAtee.Tire/2	40.00	<b>Utilities</b>	
McFarland.Cl/1	140.40	Alliant.Energy/68	40,371.94
Menards/4	334.34	I.R.U.A./2	388.33

## BILL LIST 03/09/26

Mtwn.Wtrwrks/11	332.52
WoodRiver.Enrgy/5	12,405.92
<b>Wage Assignment</b>	
American.Educa./1	64.41
Collection.Svs./5	1,120.40
Colonial.Life/1	271.49
Fidelity Securi/2	500.45
I.P.E.R.S./8	101,819.02
I.R.S./6	100,839.81
IA.Treasurer/3	15,276.39
M.F.P.R.S.I./4	144,914.04
Mission Square/12	33,243.12
Pottawattamie C/1	691.97
TotalAdmin.Serv/5	9,252.20
United.Way/4	484.00
<b>Total/686</b>	<b>2,951,935.33</b>

**BILL LIST 03/09/26**

<b>Account Number</b>	<b>Vendor Name</b>	<b>Description (Item)</b>	<b>Amount</b>
184.5030.5242.000	201 E Main MT LLC	Rent Assistance	\$ 237.00
184.5030.5242.000	201 E Main MT LLC	Rent Assistance	\$ 158.00
184.5030.5242.000	201 E Main MT LLC	Rent Assistance	\$ 447.00
184.5030.5242.000	201 E Main MT LLC	Rent Assistance	\$ 273.00
184.5030.5242.000	201 E Main MT LLC	Rent Assistance	\$ 315.00
184.5030.5242.000	201 E Main MT LLC	Rent Assistance	\$ 321.00
184.5030.5242.000	201 E Main MT LLC	Rent Assistance	\$ 455.00
184.5030.5242.000	201 E Main MT LLC	Rent Assistance	\$ 475.00
184.5030.5242.000	201 E Main MT LLC	Rent Assistance	\$ 445.00
184.5030.5242.000	201 E Main MT LLC	Rent Assistance	\$ 416.00
184.5030.5242.000	201 E Main MT LLC	Rent Assistance	\$ 449.00
184.5030.5242.000	201 E Main MT LLC	Rent Assistance	\$ 445.00
184.5030.5242.000	6 Pack Properties LLC	Rent Assistance	\$ 371.00
690.8050.5380.000	AAA Septic Service Inc	Rental Fisher Comm Center bus shelter	\$ 115.00
184.5030.5242.000	Ackley Housing Inc	Rent Assistance	\$ 249.00
184.5030.5242.000	Ackley Housing Inc	Rent Assistance	\$ 189.00
184.5030.5242.000	Ackley Housing Inc	Rent Assistance	\$ 320.00
184.5030.5242.000	Ackley Housing Inc	Rent Assistance	\$ 146.00
184.5030.5242.000	Ackley Housing Inc	Rent Assistance	\$ 216.00
184.5030.5242.000	Ackley Housing Inc	Rent Assistance	\$ 249.00
001.4041.5613.000	Adland Engraving	Soccer tee shirt	\$ 15.90
690.8050.5234.000	Ahlers & Cooney	Labor relations	\$ 75.00
001.1030.5481.000	Alliant Energy	2801 S 12th St EMG Sirens	\$ 24.51
001.1030.5481.000	Alliant Energy	7 W State St tornado siren	\$ 54.80
001.1099.5481.000	Alliant Energy	909 S 2nd St Fire & Police Bldg	\$ 5,471.24
001.1099.5482.000	Alliant Energy	909 S 2nd St Fire & Police Bldg	\$ 580.18
001.2020.5481.000	Alliant Energy	NE corner S 1st Ave / Church St parking lot	\$ 186.49
001.2080.5481.000	Alliant Energy	2651 170th St Runway lights	\$ 192.77
001.2080.5481.000	Alliant Energy	2651 170th St TEMP	\$ 493.89
001.4010.5481.000	Alliant Energy	Library - 105 W Boone St	\$ 2,500.07
001.4030.5481.000	Alliant Energy	311 E Anson St Park	\$ 21.17
001.4030.5481.000	Alliant Energy	802 S 3rd St Skate Park	\$ 74.58
001.4030.5481.000	Alliant Energy	802 S 3rd St Skate Park	\$ 22.04
001.4030.5481.000	Alliant Energy	915 S 4th Ave Anson Park	\$ 23.28
001.4030.5481.000	Alliant Energy	108 N 2nd Ave Alley - Farmers Market	\$ 31.90
001.4030.5481.000	Alliant Energy	1103 S 12th Ave Judge Park	\$ 26.47
001.4030.5481.000	Alliant Energy	Highland Acres Rd	\$ 32.02
001.4030.5481.000	Alliant Energy	Broadmore Assistance League	\$ 14.34
001.4030.5481.000	Alliant Energy	220 N 13th St Rest room	\$ 44.76
001.4030.5481.000	Alliant Energy	N 13th St	\$ 113.16
001.4030.5481.000	Alliant Energy	Arnolds Park	\$ 13.33
001.4030.5481.000	Alliant Energy	516 N 3rd St Elks Park	\$ 27.42
001.4030.5481.000	Alliant Energy	500 Plaza Hts Rd	\$ 44.92
001.4030.5481.000	Alliant Energy	S 3rd Ave Kiwanis Park	\$ 26.71
001.4030.5482.000	Alliant Energy	402 Woodland St Reunion Hall	\$ 144.33
001.4045.5481.000	Alliant Energy	212 Washington St Aquatic Center	\$ 257.50
001.4065.5481.000	Alliant Energy	10 W State St COLISEUM	\$ 3,476.10
001.4065.5482.000	Alliant Energy	10 W State St COLISEUM	\$ 1,776.94
001.6050.5481.000	Alliant Energy	24 N Center St Municipal Bldg	\$ 828.70
001.6051.5481.000	Alliant Energy	36 N Center St- Carnegie Bldg	\$ 1,757.06
001.6051.5482.000	Alliant Energy	36 N Center St- Carnegie Bldg	\$ 744.26
110.2030.5481.000	Alliant Energy	407 Player St Bridge Light	\$ 86.41
110.2030.5481.000	Alliant Energy	17 N Center St metered	\$ 104.56
110.2030.5481.000	Alliant Energy	3098 Lincoln Way sign	\$ 32.67
110.2030.5481.000	Alliant Energy	6 S 2nd St Alley	\$ 46.24
110.2030.5481.000	Alliant Energy	36 W Main St alley	\$ 38.15
110.2030.5481.000	Alliant Energy	106 S Center St metered	\$ 35.24
110.2030.5481.000	Alliant Energy	220 E Main St alley	\$ 56.07
110.2030.5481.000	Alliant Energy	1707 Laurel Dr Viaduct Light	\$ 33.35
110.2030.5481.000	Alliant Energy	404 1/2 S Center St Viaduct	\$ 92.12
110.2030.5481.000	Alliant Energy	211 S 9th St Front Terrace	\$ 22.09
110.2030.5481.000	Alliant Energy	36 E Main St Alley	\$ 21.17
110.2030.5481.000	Alliant Energy	120 E Main St Alley	\$ 54.29
110.2030.5481.000	Alliant Energy	Market St Bridge lights	\$ 82.43
110.2030.5481.000	Alliant Energy	MARSHALLTOWN	\$ 18,848.60
110.2030.5481.000	Alliant Energy	N 13th Street lights	\$ 129.74
110.2030.5481.000	Alliant Energy	25 N 13th St	\$ 68.89
110.2030.5481.000	Alliant Energy	207 W Main St	\$ 48.34
110.2040.5481.000	Alliant Energy	219 Westwood flashing lights	\$ 22.43

110.2040.5481.000 Alliant Energy	E Anson St & 4th Ave	\$	22.43
110.2040.5481.000 Alliant Energy	5 N 5th St & State St	\$	22.43
110.2040.5481.000 Alliant Energy	E Anson St & 3rd Ave	\$	60.51
110.2040.5481.000 Alliant Energy	S Center St & Boone St	\$	44.44
110.2040.5481.000 Alliant Energy	13 S 13th St & Main St	\$	39.82
110.2040.5481.000 Alliant Energy	S Center St & Linn St	\$	34.59
110.2040.5481.000 Alliant Energy	S Center St & Anson	\$	66.64
110.2040.5481.000 Alliant Energy	W High St & S 6th St	\$	26.04
110.2040.5481.000 Alliant Energy	S 1st Ave & E Anson St	\$	53.32
110.2040.5481.000 Alliant Energy	S 3rd Ave & Linn St	\$	106.25
110.2040.5481.000 Alliant Energy	N Center St & Church St	\$	35.42
110.2040.5481.000 Alliant Energy	S 6th St & Olive St	\$	33.69
110.2040.5481.000 Alliant Energy	Westwood Dr & Center St	\$	32.40
110.2040.5481.000 Alliant Energy	W Meadowlane & Center St	\$	38.58
110.2040.5481.000 Alliant Energy	S Center St & South St	\$	38.41
110.2040.5481.000 Alliant Energy	S Center St & Olive St	\$	45.55
142.4030.5481.000 Alliant Energy	800 S 6th St Softball Diamonds	\$	166.55
610.8015.5481.000 Alliant Energy	402 N 10th Ave JBS	\$	21.93
610.8016.5481.000 Alliant Energy	S 2nd St & Player St	\$	374.46
610.8016.5481.000 Alliant Energy	1511 Rolling Meadows Rd	\$	157.49
610.8016.5481.000 Alliant Energy	N 22nd St	\$	123.26
999.1121.000 American Education Services	Wage Withholding	\$	64.41
001.6020.5230.000 American Legal Publishing Corp	2026 S-13 supplemental pages	\$	1,948.25
001.6020.5347.000 American Legal Publishing Corp	3/26/26-3/26/27 Internet renewal	\$	500.00
001.1090.5331.000 Animal Rescue League	Annual contract taking care of animal City Limits	\$	7,499.08
001.1010.5565.000 Arnold Motor Supply	PD engine oil filters	\$	(82.60)
001.1010.5565.000 Arnold Motor Supply	PD Edge brakes	\$	219.57
001.1010.5565.000 Arnold Motor Supply	PD Edge hub assembly	\$	144.85
001.1010.5565.000 Arnold Motor Supply	PD engine oil filters	\$	80.95
001.1010.5565.000 Arnold Motor Supply	PD engine oil filters	\$	75.17
001.1010.5565.000 Arnold Motor Supply	PD 505 halogen lights	\$	20.99
001.1010.5565.000 Arnold Motor Supply	PD 517 spark plugs	\$	106.96
001.1010.5565.000 Arnold Motor Supply	PD 517 ignition coil	\$	39.67
110.2010.5600.000 Arnold Motor Supply	PATCH WAGON PRESSURE SWITCH	\$	22.84
110.2010.5600.000 Arnold Motor Supply	STREET #49 CLAM SHELLS	\$	12.42
110.2010.5600.000 Arnold Motor Supply	hydraulic hose mxt reel	\$	296.35
610.8016.5565.000 Arnold Motor Supply	Brake fluid	\$	4.68
740.8065.5565.000 Arnold Motor Supply	Brake fluid	\$	3.22
184.5030.5242.000 Arrowhead Homes LLC	Rent Assistance	\$	337.00
001.1010.5339.000 Ascheman, Paul	interventions	\$	375.00
610.8015.5410.000 B&G HVAC INC	Locker/ break rooms A/C repair	\$	5,950.00
001.1010.5347.000 BDH INFORMATION TECHNOLOGY LLC	Block time - 20hrs Police dept	\$	1,266.25
001.1010.5347.000 BDH INFORMATION TECHNOLOGY LLC	PD 4500 Veeam Backup & Recovery	\$	57.00
001.1010.5347.000 BDH INFORMATION TECHNOLOGY LLC	PD Covert Internet service	\$	79.34
001.4010.5347.000 BDH INFORMATION TECHNOLOGY LLC	Block time 10hrs Library	\$	633.13
001.6070.5347.000 BDH INFORMATION TECHNOLOGY LLC	Admin remote monitoring & management	\$	20.00
001.6070.5347.000 BDH INFORMATION TECHNOLOGY LLC	Standalone Advanced SPAM/ virus emailing	\$	175.00
001.6070.5347.000 BDH INFORMATION TECHNOLOGY LLC	Block time 50hrs General Fund	\$	3,165.62
001.6070.5347.000 BDH INFORMATION TECHNOLOGY LLC	Fire dept remote monitoring & management	\$	160.00
001.6070.5347.000 BDH INFORMATION TECHNOLOGY LLC	Veeam Monthly subsc Tyler users	\$	209.00
001.6070.5347.000 BDH INFORMATION TECHNOLOGY LLC	Police remote monitoring & management	\$	355.00
001.6070.5347.000 BDH INFORMATION TECHNOLOGY LLC	Sentinel One Singularity complete advanced EDR	\$	152.00
001.6070.5347.000 BDH INFORMATION TECHNOLOGY LLC	SIEM infrastructure device monitoring service	\$	650.00
001.6070.5347.000 BDH INFORMATION TECHNOLOGY LLC	Parks remote monitoring & management	\$	30.00
001.6070.5347.000 BDH INFORMATION TECHNOLOGY LLC	SIEM server device monitoring service	\$	200.00
001.6070.5347.000 BDH INFORMATION TECHNOLOGY LLC	City council remote monitoring & management	\$	40.00
001.6070.5347.000 BDH INFORMATION TECHNOLOGY LLC	Library remote monitoring & management	\$	130.00
001.6070.5347.000 BDH INFORMATION TECHNOLOGY LLC	Coliseum remote monitoring & management	\$	40.00
001.6070.5347.000 BDH INFORMATION TECHNOLOGY LLC	Housing	\$	52.50
001.6070.5347.000 BDH INFORMATION TECHNOLOGY LLC	City Hall remote monitoring & management	\$	125.00
001.6070.5347.000 BDH INFORMATION TECHNOLOGY LLC	Aquatic Ctr remote monitoring & management	\$	20.00
001.6070.5347.000 BDH INFORMATION TECHNOLOGY LLC	Finance remote monitoring & management	\$	25.00
110.2010.5347.000 BDH INFORMATION TECHNOLOGY LLC	PW 4500 Veeam Backup & Recovery	\$	19.00
110.2010.5347.000 BDH INFORMATION TECHNOLOGY LLC	Public Works remote monitoring & management	\$	55.00
110.2060.5347.000 BDH INFORMATION TECHNOLOGY LLC	Engineering remote monitoring & management	\$	75.00
110.2060.5347.000 BDH INFORMATION TECHNOLOGY LLC	PW 4500 Veeam Backup & Recovery	\$	19.00
184.5030.5347.000 BDH INFORMATION TECHNOLOGY LLC	Sec 8 Housing remote monitoring & management	\$	12.50
610.8015.5347.000 BDH INFORMATION TECHNOLOGY LLC	WPCP 4500 Veeam Backup & Recovery	\$	19.00
610.8015.5347.000 BDH INFORMATION TECHNOLOGY LLC	WPCP remote monitoring & management	\$	75.00
690.8050.5347.000 BDH INFORMATION TECHNOLOGY LLC	Transit remote monitoring & management	\$	20.00
881.1010.5230.000 BERNIE LOWE & ASSOC Inc	Paid medical claims	\$	109.38
881.1010.5339.000 BERNIE LOWE & ASSOC Inc	Paid medical claims	\$	2,312.57
881.1050.5230.000 BERNIE LOWE & ASSOC Inc	Paid medical claims	\$	57,515.67

881.1050.5230.000 BERNIE LOWE & ASSOC Inc	Paid medical claims	\$ 11,047.23
881.1050.5339.000 BERNIE LOWE & ASSOC Inc	Paid medical claims	\$ 124,728.74
881.1050.5339.000 BERNIE LOWE & ASSOC Inc	Paid medical claims	\$ 124,656.84
184.5030.5242.000 BJ&J LLC	Rent Assistance	\$ 277.00
184.5030.5242.000 Blood, Alex	Rent Assistance	\$ 412.00
184.5030.5242.000 Blue Fund I	Rent Assistance	\$ 311.00
110.2010.5600.000 Bobcat of Ames	STREET GRINDER TOOTH	\$ 325.44
363.2012.5233.000 Bolton & Menk Inc	Quiet Zone Implementation 1/3-1/30/26	\$ 6,132.50
364.2012.5233.000 Bolton & Menk Inc	Engr-Des& CA/CO - Dtwm E Main & Center 1/3-1/30/26	\$ 2,137.50
184.5030.5242.000 Borota, Kent	Rent Assistance	\$ 412.00
001.1050.5630.000 Bound Tree Medical LLC	Fire dept latex gloves	\$ 644.70
184.5030.5242.000 Brinkmeyer, Robert	Rent Assistance	\$ 305.00
184.5030.5242.000 Brodin, Chris	Rent Assistance	\$ 57.00
363.4030.5342.000 Brothers Cleaning Corp	Kiwanis Park Improvement Project Final Payment	\$ 1,738.54
184.5030.5242.000 Brown, Larry	Rent Assistance	\$ 332.00
184.5030.5242.000 Brummel, Michael	Rent Assistance	\$ 105.00
184.5030.5242.000 BTG Rental LLC	Rent Assistance	\$ 230.00
184.5030.5242.000 Buckaroo LLC	Rent Assistance	\$ 478.00
184.5030.5242.000 Buckaroo LLC	Rent Assistance	\$ 454.00
340.4030.5233.000 CALHOUN-BURNS AND ASSOCIATES, INC	Construction Phase Engr - IRET B2-B5	\$ 22,647.10
110.2010.5600.000 Central Iowa Distributing Inc	PW bldg custodial supplies	\$ 45.50
690.8050.5600.000 Central Iowa Distributing Inc	PW bldg custodial supplies	\$ 45.50
110.2010.5565.000 Central Iowa Farm Store Inc	STREET DEPT - MOWER RC5020 & SPRING HOSE	\$ 69.82
110.2010.5565.000 Central Iowa Farm Store Inc	TRACTOR WHEEL HUB	\$ 645.72
184.5030.5242.000 CENTRAL IOWA RESIDENTIAL SERV INC	Rent Assistance	\$ 70.00
184.5030.5242.000 CENTRAL IOWA RESIDENTIAL SERV INC	Rent Assistance	\$ 64.00
184.5030.5242.000 CENTRAL IOWA RESIDENTIAL SERV INC	Rent Assistance	\$ 14.00
184.5030.5242.000 CENTRAL IOWA RESIDENTIAL SERV INC	Rent Assistance	\$ 110.00
184.5030.5242.000 CENTRAL IOWA RESIDENTIAL SERV INC	Rent Assistance	\$ 102.00
184.5030.5242.000 CENTRAL IOWA RESIDENTIAL SERV INC	Rent Assistance	\$ 90.00
184.5030.5242.000 CENTRAL IOWA RESIDENTIAL SERV INC	Rent Assistance	\$ 72.00
110.2010.5620.000 Cessford	Street dept crushed rock	\$ 505.05
110.2010.5342.000 CITY LAUNDERING COMPANY	cleaning and insurance	\$ 160.02
110.2010.5600.000 CITY LAUNDERING COMPANY	supplies	\$ 81.62
690.8050.5132.000 CITY LAUNDERING COMPANY	Transit dept - uniform cleaning	\$ 40.00
001.1075.5261.000 Cline, Troy	1211 W Main clean up	\$ 760.00
001.1075.5261.000 Cline, Troy	408 N 11th Ave clean up	\$ 1,640.00
001.1075.5261.000 Cline, Troy	Nuisance clean ups	\$ 535.00
001.1075.5261.000 Cline, Troy	payment against overpayment CY25	\$ (535.00)
001.1075.5262.000 Cline, Troy	Nuisance snow removals	\$ 730.00
001.1075.5262.000 Cline, Troy	payment against	\$ (730.00)
184.5030.5242.000 Clock Tower Senior LP	Rent Assistance	\$ 346.00
184.5030.5242.000 Clock Tower Senior LP	Rent Assistance	\$ 685.00
184.5030.5242.000 Clock Tower Senior LP	Rent Assistance	\$ 466.00
184.5030.5242.000 Clock Tower Senior LP	Rent Assistance	\$ 244.00
184.5030.5242.000 Clock Tower Senior LP	Rent Assistance	\$ 175.00
184.5030.5242.000 Clock Tower Senior LP	Rent Assistance	\$ 288.00
184.5030.5242.000 Clock Tower Senior LP	Rent Assistance	\$ 329.00
184.5030.5242.000 Clock Tower Senior LP	Rent Assistance	\$ 333.00
184.5030.5242.000 Clock Tower Senior LP	Rent Assistance	\$ 392.00
184.5030.5242.000 Clock Tower Senior LP	Rent Assistance	\$ 220.00
184.5030.5242.000 CMHC Investments LLC	Rent Assistance	\$ 192.00
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	\$ 60.24
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
884.7010.5337.000 Covenant Workplace Solutions	March EAP services	\$ 432.25
184.5030.5242.000 Crestview Apts LLC	Rent Assistance	\$ 424.00
184.5030.5242.000 Crestview Apts LLC	Rent Assistance	\$ 445.00
184.5030.5242.000 Crestview Apts LLC	Rent Assistance	\$ 441.00
184.5030.5242.000 Crestview Apts LLC	Rent Assistance	\$ 439.00
184.5030.5242.000 Crestview Apts LLC	Rent Assistance	\$ 455.00
184.5030.5242.000 Crestview Apts LLC	Rent Assistance	\$ 455.00
184.5030.5242.000 Crestview Apts LLC	Rent Assistance	\$ 487.00
184.5030.5242.000 Crestview Apts LLC	Rent Assistance	\$ 436.00
184.5030.5242.000 Crestview Apts LLC	Rent Assistance	\$ 455.00
184.5030.5242.000 Crestview Apts LLC	Rent Assistance	\$ 424.00
184.5030.5242.000 Crestview Apts LLC	Rent Assistance	\$ 650.00
184.5030.5242.000 Crestview Apts LLC	Rent Assistance	\$ 181.00
184.5030.5242.000 Crestview Apts LLC	Rent Assistance	\$ 424.00
184.5030.5242.000 Crestview Apts LLC	Rent Assistance	\$ 424.00

184.5030.5242.000 Crestview Apts LLC	Rent Assistance	\$	422.00
184.5030.5242.000 Crestview Apts LLC	Rent Assistance	\$	420.00
184.5030.5242.000 Crestview Apts LLC	Rent Assistance	\$	414.00
184.5030.5242.000 Crestview Apts LLC	Rent Assistance	\$	412.00
184.5030.5242.000 Crestview Apts LLC	Rent Assistance	\$	368.00
184.5030.5242.000 Crestview Apts LLC	Rent Assistance	\$	366.00
184.5030.5242.000 Crestview Apts LLC	Rent Assistance	\$	226.00
184.5030.5242.000 Crestview Apts LLC	Rent Assistance	\$	221.00
184.5030.5242.000 Crestview Apts LLC	Rent Assistance	\$	62.00
184.5030.5242.000 D & D RENTALS INC	Rent Assistance	\$	69.00
184.5030.5242.000 D & D RENTALS INC	Rent Assistance	\$	161.00
184.5030.5242.000 D & D RENTALS INC	Rent Assistance	\$	549.00
184.5030.5242.000 D & D RENTALS INC	Rent Assistance	\$	600.00
184.5030.5242.000 D & D RENTALS INC	Rent Assistance	\$	615.00
001.6020.5980.000 DANLEE Corp	surrendered tobacco permit	\$	50.00
184.5030.5242.000 Daters, Toni Rae	Rent Assistance	\$	360.00
001.4066.5613.000 Doll Distributing LLC	Coliseum resale products	\$	566.60
001.4066.5613.000 Doll Distributing LLC	Coliseum resale products	\$	(51.20)
001.4066.5613.000 Doll Distributing LLC	Coliseum resale products	\$	390.95
184.5030.5242.000 Douglas Terrace Apartments LLC	Rent Assistance	\$	700.00
184.5030.5242.000 Douglas Terrace Apartments LLC	Rent Assistance	\$	685.00
184.5030.5242.000 Douglas Terrace Apartments LLC	Rent Assistance	\$	343.00
184.5030.5242.000 Ealy, Carol	Rent Assistance	\$	124.00
001.1099.5410.000 Electric Supply of Marshalltown	P/F bldg exterior wall lights	\$	564.44
001.4030.5410.000 Electric Supply of Marshalltown	Riverview Park lid for security light	\$	250.00
001.6050.5410.000 Electric Supply of Marshalltown	City Hall vestibule wall heater	\$	890.56
110.2030.5410.000 Electric Supply of Marshalltown	3rd Ave viaduct lighting	\$	350.00
610.8015.5718.000 Engineered Equipment Solutions LLC	UV Bulbs	\$	6,839.40
110.2010.5344.000 EO Johnson Co Inc	PW Bldg copies	\$	69.62
184.5030.5344.000 EO Johnson Co Inc	Housing copies Contract KB-CONT3935-01	\$	0.06
690.8050.5344.000 EO Johnson Co Inc	PW Bldg copies	\$	56.97
184.5030.5242.000 EPC LLC	Rent Assistance	\$	351.00
184.5030.5242.000 EPC LLC	Rent Assistance	\$	357.00
184.5030.5242.000 Etter, Connie	Rent Assistance	\$	650.00
184.5030.5242.000 Eubanks, Chad	Rent Assistance	\$	296.00
121.6050.5342.000 FEH Associates Inc	Space Utilization study	\$	4,575.00
999.1125.000 Fidelity Security Life Insurance	VISION INSURANCE	\$	346.58
999.1125.000 Fidelity Security Life Insurance	VISION INSURANCE	\$	153.87
001.4010.5215.000 First Data Corporation	Library credit card fees	\$	23.24
001.4010.5215.000 First Data Corporation	Library credit card fees	\$	29.84
001.6021.5215.000 First Data Corporation	Finance credit card fees	\$	152.68
001.6021.5215.000 First Data Corporation	Finance credit card fees	\$	461.01
184.5030.5242.000 Flores, Antonio	Rent Assistance	\$	285.00
184.5030.5242.000 FRIENDLY VALLEY APARTMENTS INC	Rent Assistance	\$	101.00
184.5030.5242.000 FRIENDLY VALLEY APARTMENTS INC	Rent Assistance	\$	64.00
184.5030.5242.000 FRIENDLY VALLEY APARTMENTS INC	Rent Assistance	\$	161.00
001.1010.5132.000 Galls LLC	PD employee clothing	\$	146.91
001.1010.5132.000 Galls LLC	PD employee clothing	\$	326.51
001.1050.5132.000 Galls LLC	Fire dept employee clothing	\$	105.40
001.1050.5132.000 Galls LLC	Fire Dept employee clothing	\$	181.17
001.1050.5132.000 Galls LLC	Fire dept employee clothing	\$	41.52
001.1050.5132.000 Galls LLC	Fire dept employee clothing	\$	383.22
001.1050.5132.000 Galls LLC	Fire dept employee clothing	\$	413.64
001.1050.5132.000 Galls LLC	Fire dept employee clothing	\$	105.40
170.4010.5750.000 Garling Construction Inc	Library interior remodel	\$	98,882.77
181.3040.5410.000 Gentry, Susan	428 Swayze St Apt 1	\$	32,125.00
181.3040.5410.000 Gentry, Susan	428 Swayze St Apt 2	\$	34,025.00
181.3040.5415.000 Gentry, Susan	HH-428 Swayze St Apt 1	\$	11,100.00
181.3040.5415.000 Gentry, Susan	HH-428 Swayze St Apt 2	\$	6,600.00
690.8050.5565.000 GILLIG LLC	Transit 181 filler breather	\$	181.26
690.8050.5565.000 GILLIG LLC	Transit 131 fire detection wire harness	\$	314.44
184.5030.5242.000 Glenda Drive LLC	Rent Assistance	\$	321.00
184.5030.5242.000 Glenda Drive LLC	Rent Assistance	\$	403.00
184.5030.5242.000 Glenda Drive LLC	Rent Assistance	\$	391.00
001.4030.5215.000 Globalpayments	Park & Rec credit card fee	\$	826.74
184.5030.5242.000 Gonzalez, Renato	Rent Assistance	\$	621.00
184.5030.5242.000 Gorrell, Joseph	Rent Assistance	\$	650.00
184.5030.5242.000 Gray, Dennis	Rent Assistance	\$	483.00
184.5030.5242.000 Gray, Dennis	Rent Assistance	\$	489.00
610.8015.5450.000 Greazel, Lance	phone allowance	\$	40.00
610.8015.5980.000 Gutierrez, Salomon	Sewer refund broken pipe	\$	383.57
184.5030.5242.000 Hala, Janet	Rent Assistance	\$	167.00
184.5030.5242.000 Hala, Janet	Rent Assistance	\$	466.00

184.5030.5242.000 Hala, Janet	Rent Assistance	\$ 168.00
184.5030.5242.000 Hala, Janet	Rent Assistance	\$ 301.00
184.5030.5242.000 Hala, Janet	Rent Assistance	\$ 324.00
184.5030.5242.000 Hala, Janet	Rent Assistance	\$ 424.00
001.1050.5342.000 Hardons	Fire dept kitchen drain plug repair	\$ 877.42
884.7010.5337.000 HARTFORD- PRIORITY ACCTS	insurance premium	\$ 6,909.99
913.1013.5337.000 HARTFORD- PRIORITY ACCTS	insurance premium	\$ 552.06
184.5030.5242.000 Hatch, Roger	Rent Assistance	\$ 428.00
184.5030.5242.000 Hatch, Roger	Rent Assistance	\$ 955.00
184.5030.5242.000 HAVELKA, BILL S	Rent Assistance	\$ 696.00
884.6021.4875.000 Health Partners	Claims 2/12-2/18/26	\$ (2,036.02)
884.6021.4875.000 Health Partners	stop/loss credits	\$ (10,493.24)
884.7010.5230.000 Health Partners	Monthly fees and premiums	\$ 11,703.99
884.7010.5230.000 Health Partners	Premiums and fees	\$ 11,353.91
884.7010.5337.000 Health Partners	Monthly fees and premiums	\$ 35,440.54
884.7010.5337.000 Health Partners	Premiums and fees	\$ 35,258.58
884.7010.5339.000 Health Partners	Claims 1/29-2/04/26	\$ 47,559.39
884.7010.5339.000 Health Partners	Claims 1/22-1/28/26	\$ 41,238.10
884.7010.5339.000 Health Partners	Claims 2/05-2/11/26	\$ 70,931.85
884.7010.5339.000 Health Partners	Claims 2/12-2/18/26	\$ 36,413.97
884.7010.5339.000 Health Partners	Claims 01/29-02/04/26	\$ 3,550.97
884.7010.5339.000 Health Partners	Claims 1/22-1/28	\$ 1,529.30
884.7010.5339.000 Health Partners	Claims 2/5-2/11/26	\$ 43,468.78
884.7010.5339.000 Health Partners	Claims 02/19-02/25	\$ 56,680.58
001.1099.5450.000 HEART OF IOWA COMMUNICATIONS CO-OP	Police & Fire Bldg	\$ 2,229.09
001.4045.5450.000 HEART OF IOWA COMMUNICATIONS CO-OP	Aquatic Center	\$ 10.00
001.4065.5450.000 HEART OF IOWA COMMUNICATIONS CO-OP	Coliseum	\$ 31.00
001.6050.5450.000 HEART OF IOWA COMMUNICATIONS CO-OP	City Hall	\$ 244.09
001.6050.5450.000 HEART OF IOWA COMMUNICATIONS CO-OP	e-bill incentive credit	\$ (1.00)
110.2010.5450.000 HEART OF IOWA COMMUNICATIONS CO-OP	PW Bldg	\$ 86.04
610.8015.5450.000 HEART OF IOWA COMMUNICATIONS CO-OP	WPCP	\$ 86.04
610.8016.5450.000 HEART OF IOWA COMMUNICATIONS CO-OP	WPCP	\$ 51.63
610.8016.5450.000 HEART OF IOWA COMMUNICATIONS CO-OP	PW Bldg	\$ 51.63
740.8065.5450.000 HEART OF IOWA COMMUNICATIONS CO-OP	WPCP	\$ 34.42
740.8065.5450.000 HEART OF IOWA COMMUNICATIONS CO-OP	PW Bldg	\$ 34.42
184.5030.5242.000 HESSENIUS, ROBERT	Rent Assistance	\$ 832.00
184.5030.5242.000 Hilltop Village Inc	Rent Assistance	\$ 217.00
184.5030.5242.000 Hilltop Village Inc	Rent Assistance	\$ 253.00
184.5030.5242.000 Historic Tallcorn Towers LLP	Rent Assistance	\$ 299.00
184.5030.5242.000 Historic Tallcorn Towers LLP	Rent Assistance	\$ 267.00
184.5030.5242.000 Historic Tallcorn Towers LLP	Rent Assistance	\$ 267.00
184.5030.5242.000 Historic Tallcorn Towers LLP	Rent Assistance	\$ 291.00
184.5030.5242.000 Historic Tallcorn Towers LLP	Rent Assistance	\$ 294.00
184.5030.5242.000 Historic Tallcorn Towers LLP	Rent Assistance	\$ 304.00
184.5030.5242.000 Historic Tallcorn Towers LLP	Rent Assistance	\$ 305.00
184.5030.5242.000 Historic Tallcorn Towers LLP	Rent Assistance	\$ 318.00
184.5030.5242.000 Historic Tallcorn Towers LLP	Rent Assistance	\$ 326.00
184.5030.5242.000 Historic Tallcorn Towers LLP	Rent Assistance	\$ 422.00
184.5030.5242.000 Historic Tallcorn Towers LLP	Rent Assistance	\$ 450.00
184.5030.5242.000 Historic Tallcorn Towers LLP	Rent Assistance	\$ 152.00
184.5030.5242.000 Ho Phi Nguyen	Rent Assistance	\$ 550.00
184.5030.5242.000 House Harvesters LLC	Rent Assistance	\$ 299.00
610.8015.5233.000 HOWARD R GREEN COMPANY, INC	WPC Sludge Thi Add Design & Construc thru 2/13/26	\$ 21,614.73
615.8015.5233.000 HOWARD R GREEN COMPANY, INC	SBR Optimization and Improve Study thru 2/13/26	\$ 4,604.75
184.5030.5242.000 Howard, Jammie	Rent Assistance	\$ 164.00
001.6900.5290.000 ICAP	ICAP policy 4/1/26-3/31/27	\$ 740,015.00
001.1099.5450.000 IMON Communications LLC	Police and Fire internet	\$ 134.99
184.5030.5242.000 Inman, Jeffrey	Rent Assistance	\$ 142.00
001.1099.5342.000 Inteconex LLC	P/F bldg door security access	\$ 540.00
999.1101.000 INTERNAL REVENUE SERVICE	Bi-Weekly Federal Taxes	\$ 31,659.57
999.1101.000 INTERNAL REVENUE SERVICE	Bi-Weekly Federal Taxes	\$ 15,205.36
999.1103.000 INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Social Security	\$ 32,108.50
999.1103.000 INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Social Security	\$ 6,373.14
999.1107.000 INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Medicare	\$ 10,511.38
999.1107.000 INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Medicare	\$ 4,981.86
001.1099.5611.000 IOWA PRISON INDUSTRIES	HVAC filters for buildings	\$ 339.12
001.4010.5600.000 IOWA PRISON INDUSTRIES	HVAC filters for buildings	\$ 381.48
001.4065.5600.000 IOWA PRISON INDUSTRIES	HVAC filters for buildings	\$ 244.80
001.6050.5600.000 IOWA PRISON INDUSTRIES	HVAC filters for buildings	\$ 22.80
999.1106.000 IOWA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	PRIOR MONTH IPERS CONTRIBUTIONS	\$ 41,122.47
999.1106.000 IOWA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	PRIOR MONTH IPERS CONTRIBUTIONS	\$ 299.11
999.1106.000 IOWA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	PRIOR MONTH IPERS CONTRIBUTIONS	\$ 8,521.71
999.1106.000 IOWA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	PRIOR MONTH IPERS CONTRIBUTIONS	\$ 253.68

999.1106.000	IOWA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	PRIOR MONTH IPERS CONTRIBUTIONS	\$	42,828.45
999.1106.000	IOWA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	PRIOR MONTH IPERS CONTRIBUTIONS	\$	299.11
999.1106.000	IOWA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	PRIOR MONTH IPERS CONTRIBUTIONS	\$	8,494.43
999.1106.000	IOWA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	IPERS ROUNDING ADJ FOR PAYROLL 2.26.26	\$	0.06
001.2080.5483.000	Iowa Regional Utilities Association	Airport water usage	\$	183.77
001.2080.5483.000	Iowa Regional Utilities Association	Airport water usage	\$	204.56
184.5030.5246.000	Jara, Laura	Rent Assistance	\$	30.00
184.5030.5242.000	JBI COOP ASSOCIATION	Rent Assistance	\$	520.00
184.5030.5242.000	JBI COOP ASSOCIATION	Rent Assistance	\$	415.00
184.5030.5242.000	JBI COOP ASSOCIATION	Rent Assistance	\$	419.00
184.5030.5242.000	JBI COOP ASSOCIATION	Rent Assistance	\$	355.00
184.5030.5242.000	JBI COOP ASSOCIATION	Rent Assistance	\$	451.00
184.5030.5242.000	JDL Rentals Cooperative	Rent Assistance	\$	490.00
610.8016.5412.000	Jetco Inc	PLC maint Lennox lift station/ hydro ranger	\$	740.00
184.5030.5242.000	Jimenez, Luis	Rent Assistance	\$	358.00
184.5030.5242.000	Kading Properties LLC	Rent Assistance	\$	738.00
184.5030.5242.000	Kading Properties LLC	Rent Assistance	\$	491.00
184.5030.5242.000	Kading Properties LLC	Rent Assistance	\$	609.00
184.5030.5242.000	Kading Properties LLC	Rent Assistance	\$	782.00
139.4045.5410.000	KAPAUN & BROWN INC	Pleasant Hill pool repair	\$	1,630.60
001.1010.5565.000	Karl of Marshalltown	PD 510 pad kit	\$	153.00
001.1010.5565.000	Karl of Marshalltown	PD rear pad kit	\$	153.00
001.1010.5565.000	Karl of Marshalltown	PD rear pad kits	\$	612.00
001.1010.5610.000	Kiesler Police Supply	PD Ammo	\$	6,103.96
184.5030.5242.000	Kramer, Marcia	Rent Assistance	\$	388.00
184.5030.5242.000	Lawthers Property Management	Rent Assistance	\$	143.00
110.2010.5450.000	Legg, Richard	phone allowance	\$	40.00
001.1050.5413.000	LHogeland Auto Plaza LLC	Fire dept F550 Rescue truck tow	\$	300.00
184.5030.5242.000	Linton, Tyler	Rent Assistance	\$	368.00
184.5030.5242.000	Linton, Tyler	Rent Assistance	\$	292.00
184.5030.5242.000	LJWS Farms LLC	Rent Assistance	\$	311.00
184.5030.5242.000	Lopez, Jaime	Rent Assistance	\$	455.00
184.5030.5246.000	Louis, Marie	Rent Assistance	\$	7.00
184.5030.5242.000	Luense, Brant	Rent Assistance	\$	661.00
184.5030.5242.000	Luense, Brant	Rent Assistance	\$	547.00
184.5030.5242.000	Luense, Brant	Rent Assistance	\$	347.00
184.5030.5242.000	Luense, Brant	Rent Assistance	\$	260.00
184.5030.5242.000	Luense, Brant	Rent Assistance	\$	212.00
184.5030.5242.000	Luense, Brant	Rent Assistance	\$	727.00
184.5030.5242.000	Lusoma LLC	Rent Assistance	\$	229.00
184.5030.5242.000	Lusoma LLC	Rent Assistance	\$	397.00
001.1075.5234.000	Lynch Dallas PC	Nuisance/ Enforcement 12/15-1/16	\$	1,478.49
001.1075.5234.000	Lynch Dallas PC	Nuisance/Enforcement 1/19-2/11	\$	1,521.52
001.6040.5234.000	Lynch Dallas PC	General Matters 12/15-1/16	\$	5,736.86
001.6040.5234.000	Lynch Dallas PC	Real Estate 12/17-1/16	\$	834.50
001.6040.5234.000	Lynch Dallas PC	General Matters 1/19-2/11	\$	3,327.00
001.6040.5234.000	Lynch Dallas PC	Real Estate 1/19-2/09	\$	1,950.20
355.1075.5234.000	Lynch Dallas PC	Nuisance/ Enforcement 12/15-1/16	\$	40.00
355.1075.5234.000	Lynch Dallas PC	Nuisance/Enforcement 1/19-2/11	\$	180.00
355.1075.5234.000	Lynch Dallas PC	Nuisance/Enforcement 1/19-2/11	\$	240.00
355.1075.5342.000	Lynch Dallas PC	Nuisance/ Enforcement 12/15-1/16	\$	160.00
184.5030.5242.000	Manus & Michelle Property Management	Rent Assistance	\$	288.00
610.8015.5980.000	Marshall Hospitality	Sewer refund broken water pipe	\$	420.03
001.5020.5331.000	MARSHALLTOWN CBD INC	FY 26 Qtr 3 Main Street Program & TIF4 Promotions	\$	15,000.00
001.5020.5331.000	Marshalltown Chamber of Commerce	Economic Development Consulting Services	\$	25,000.00
184.5030.5242.000	Marshalltown Lofts, LLC	Rent Assistance	\$	274.00
184.5030.5242.000	Marshalltown Lofts, LLC	Rent Assistance	\$	1,067.00
184.5030.5242.000	Marshalltown Lofts, LLC	Rent Assistance	\$	685.00
184.5030.5242.000	Marshalltown Lofts, LLC	Rent Assistance	\$	455.00
184.5030.5242.000	Marshalltown Lofts, LLC	Rent Assistance	\$	340.00
184.5030.5242.000	Marshalltown Lofts, LLC	Rent Assistance	\$	190.00
184.5030.5242.000	Marshalltown Lofts, LLC	Rent Assistance	\$	253.00
184.5030.5242.000	Marshalltown Lofts, LLC	Rent Assistance	\$	303.00
184.5030.5242.000	Marshalltown Lofts, LLC	Rent Assistance	\$	589.00
184.5030.5242.000	Marshalltown Lofts, LLC	Rent Assistance	\$	251.00
184.5030.5242.000	Marshalltown Lofts, LLC	Rent Assistance	\$	290.00
184.5030.5242.000	Marshalltown Lofts, LLC	Rent Assistance	\$	187.00
184.5030.5242.000	Marshalltown Lofts, LLC	Rent Assistance	\$	54.00
184.5030.5242.000	Marshalltown Lofts, LLC	Rent Assistance	\$	228.00
184.5030.5242.000	Marshalltown Lofts, LLC	Rent Assistance	\$	225.00
184.5030.5242.000	Marshalltown Lofts, LLC	Rent Assistance	\$	(5.00)
001.1099.5483.000	Marshalltown Water Works	Police & Fire dept water	\$	29.44
001.4030.5483.000	Marshalltown Water Works	Riverview Park water	\$	20.99

001.4030.5483.000	Marshalltown Water Works	City RV Dump water	\$	20.99
001.4030.5483.000	Marshalltown Water Works	City RV Dump water	\$	17.51
001.4030.5483.000	Marshalltown Water Works	water	\$	28.06
001.4030.5483.000	Marshalltown Water Works	water	\$	24.47
001.4030.5483.000	Marshalltown Water Works	6th St complex MFL	\$	14.03
001.4030.5483.000	Marshalltown Water Works	Riverview Hydrant 1001 Woodland St	\$	14.03
001.4065.5483.000	Marshalltown Water Works	Coliseum water and sewer	\$	104.12
001.4065.5488.000	Marshalltown Water Works	Backflow Renewal Fee	\$	10.00
142.4030.5483.000	Marshalltown Water Works	water	\$	29.44
142.4030.5483.000	Marshalltown Water Works	water	\$	29.44
184.5030.5246.000	Mattingly, Ruth	Rent Assistance	\$	40.00
610.8016.5410.000	MCATEE TIRE SALES & SERVICE INC	Tire repair Sewer #222	\$	24.00
740.8065.5410.000	MCATEE TIRE SALES & SERVICE INC	Tire repair Sewer #222	\$	16.00
001.4030.5151.000	MCFARLAND CLINIC PC	Paid medical claims	\$	140.40
110.2010.5339.000	MCFARLAND CLINIC PC	Paid medical claims	\$	39.60
690.8050.5339.000	MCFARLAND CLINIC PC	Paid medical claims	\$	45.00
184.5030.5242.000	MD Kruse Enterprise	Rent Assistance	\$	90.00
881.1050.5339.000	Medimpact Healthcare Systems Inc	Paid med claims	\$	676.31
001.1050.5600.000	MENARDS	Fire dept spackling and power strip	\$	14.34
001.4065.5410.000	MENARDS	Parks operating supplies	\$	5.94
001.4065.5410.000	MENARDS	Parks dept operating supplies	\$	268.67
001.4065.5410.000	MENARDS	Parks operating supplies	\$	36.15
001.6050.5410.000	MENARDS	penetrating oil for buildings	\$	23.58
110.2010.5489.000	MENARDS	FIRE EXTINGUISHER	\$	23.68
110.2010.5600.000	MENARDS	ADHESIVE HOOKS & SLATWALL PAPER	\$	7.98
110.2010.5600.000	MENARDS	SHELF BRACKET SIGN SHOP	\$	10.90
110.2010.5600.000	MENARDS	50' ORANGE CORD	\$	41.56
110.2060.5600.000	MENARDS	ENGINEERING VEHICLE RED F250 PLYWOOD FOR BED	\$	41.39
130.1010.5600.000	MENARDS	CIP Training lumber	\$	238.33
610.8016.5776.000	MENARDS	Door for locker room & misc	\$	93.28
610.8016.5776.000	MENARDS	Locker room door supplies	\$	7.10
610.8016.5776.000	MENARDS	Locker room door installation supplies	\$	22.60
740.8065.5776.000	MENARDS	Door for locker room & misc	\$	62.19
740.8065.5776.000	MENARDS	Locker room door supplies	\$	4.74
740.8065.5776.000	MENARDS	Locker room door installation supplies	\$	15.07
610.8015.5603.000	Microbac Laboratories Inc	LAB analysis digester #3	\$	130.50
610.8015.5603.000	MIDLAND SCIENTIFIC INC	LAB volitile acid standard	\$	210.25
610.8015.5603.000	MIDLAND SCIENTIFIC INC	LAB luminescent DO probe/ polyseed NX	\$	2,129.16
610.8015.5603.000	MIDLAND SCIENTIFIC INC	LAB hydrogen peroxide 50%	\$	144.54
999.1131.000	Mission Square Retirement- 303417	Mission Square Retirement - Plan #303417	\$	1,298.78
999.1131.000	Mission Square Retirement- 303417	ICMA DEFERRED COMP - Plan #303417	\$	231.74
999.1131.000	Mission Square Retirement- 303417	Mission Square Retirement - Plan #303417ICMA DEF C	\$	7,438.62
999.1131.000	Mission Square Retirement- 303417	ICMA DEF COMP	\$	230.76
999.1131.000	Mission Square Retirement- 303417	Mission Square Retirement - Plan #705230	\$	1,429.77
999.1131.000	Mission Square Retirement- 303417	Mission Square Retirement - Plan #705230	\$	2,618.84
999.1131.000	Mission Square Retirement- 303417	Mission Square Retirement - Plan #303417ICMA DEF C	\$	1,325.00
999.1131.000	Mission Square Retirement- 303417	ICMA DEF COMP	\$	269.23
999.1131.000	Mission Square Retirement- 303417	Mission Square Retirement - Plan #705230	\$	142.51
999.1131.000	Mission Square Retirement- 303417	Mission Square Retirement - Plan #705230	\$	963.46
999.1131.000	Mission Square Retirement- 303417	Mission Square Retirement - Plan #705230	\$	795.00
999.1150.000	Mission Square Retirement- 303417	EMPLOYEE RHS CONTRIBUTION	\$	16,499.41
184.5030.5242.000	Moore, Michelle	Rent Assistance	\$	295.00
184.5030.5242.000	Mtown/ Westown LLLP	Rent Assistance	\$	377.00
184.5030.5242.000	Mtown/ Westown LLLP	Rent Assistance	\$	152.00
184.5030.5242.000	Mtown/ Westown LLLP	Rent Assistance	\$	168.00
184.5030.5242.000	Mtown/ Westown LLLP	Rent Assistance	\$	227.00
184.5030.5242.000	Mtown/ Westown LLLP	Rent Assistance	\$	380.00
184.5030.5242.000	Mtown/ Westown LLLP	Rent Assistance	\$	390.00
184.5030.5242.000	Mtown/ Westown LLLP	Rent Assistance	\$	231.00
184.5030.5242.000	Mtown/ Westown LLLP	Rent Assistance	\$	390.00
184.5030.5242.000	Mtown/ Westown LLLP	Rent Assistance	\$	278.00
184.5030.5242.000	Mtown/ Westown LLLP	Rent Assistance	\$	376.00
184.5030.5242.000	Mtown/ Westown LLLP	Rent Assistance	\$	239.00
184.5030.5242.000	Mtown/ Westown LLLP	Rent Assistance	\$	248.00
184.5030.5242.000	Mtown/ Westown LLLP	Rent Assistance	\$	288.00
184.5030.5242.000	Mtown/ Westown LLLP	Rent Assistance	\$	359.00
184.5030.5242.000	Mtown/ Westown LLLP	Rent Assistance	\$	289.00
184.5030.5242.000	Mtown/ Westown LLLP	Rent Assistance	\$	385.00
184.5030.5242.000	Mtown/ Westown LLLP	Rent Assistance	\$	390.00
184.5030.5242.000	Mtown/ Westown LLLP	Rent Assistance	\$	324.00
184.5030.5242.000	Mtown/ Westown LLLP	Rent Assistance	\$	346.00
001.2020.5980.000	Mummert, Joe	PD impound illegal parking	\$	255.94
999.1105.000	MUNICIPAL FIRE & POLICE RETIREMENT	PRIOR MONTH MFPRSI CONTRIBUTIONS	\$	34,010.23

999.1105.000	MUNICIPAL FIRE & POLICE RETIREMENT	PRIOR MONTH MFPRSI CONTRIBUTIONS	\$ 38,424.16
999.1105.000	MUNICIPAL FIRE & POLICE RETIREMENT	PRIOR MONTH MFPRSI CONTRIBUTIONS	\$ 34,108.51
999.1105.000	MUNICIPAL FIRE & POLICE RETIREMENT	PRIOR MONTH MFPRSI CONTRIBUTIONS	\$ 38,371.14
184.5030.5242.000	Ndihokubwayo, Levis	Rent Assistance	\$ 310.00
184.5030.5242.000	NORTH TAMA HOUSING, INC	Rent Assistance	\$ 51.00
610.8015.5342.000	NUTRI JECT SYSTEMS INC	2% discount if paid by 3/10/2026	\$ (475.89)
610.8015.5342.000	NUTRI JECT SYSTEMS INC	Biosolids application 2/18/2026 - 3/4/2026	\$ 23,794.55
690.8050.5600.000	Nutrien AG Solutions Inc	Transit Mobil Delvac and washer fluid	\$ 2,415.00
184.5030.5242.000	Oetker, Debra	Rent Assistance	\$ 55.00
184.5030.5242.000	Oetker, Debra	Rent Assistance	\$ 330.00
184.5030.5242.000	Oetker, Debra	Rent Assistance	\$ 93.00
001.1010.5600.000	OFFICE EXPRESS	PD towels	\$ 98.85
001.1010.5600.000	OFFICE EXPRESS	PD cleaning supplies	\$ 71.55
189.3040.5601.000	OnCare Digital Assessts Inc	OnCare Lead Hazard Reduction Program	\$ 9,930.00
184.5030.5242.000	Park Elms LLC	Rent Assistance	\$ 432.00
184.5030.5242.000	Park Elms LLC	Rent Assistance	\$ 385.00
184.5030.5242.000	Park Elms LLC	Rent Assistance	\$ 107.00
184.5030.5242.000	Park Elms LLC	Rent Assistance	\$ 405.00
184.5030.5242.000	Park Elms LLC	Rent Assistance	\$ 666.00
184.5030.5246.000	Patton, Camille	Rent Assistance	\$ 46.00
	Payroll	Payroll #4 2.26.26	\$ 382,300.88
001.6025.5450.000	Petermeier, Jill	phone allowance	\$ 40.00
184.5030.5242.000	PHR Properties LLC	Rent Assistance	\$ 320.00
184.5030.5242.000	Plymat Jr, William	Rent Assistance	\$ 546.00
999.1121.000	Pottawattamie County Sheriff	Wage Withholding	\$ 691.97
610.8015.5342.000	Prairie Waste Solutions	Feb '26 grit/ screening removal	\$ 226.60
184.5030.5242.000	Premier Iowa City IA LLC	Rent Assistance	\$ 254.00
184.5030.5242.000	Premier Iowa City IA LLC	Rent Assistance	\$ 392.00
184.5030.5242.000	Premier Iowa City IA LLC	Rent Assistance	\$ 655.00
184.5030.5242.000	Premier Iowa City IA LLC	Rent Assistance	\$ 193.00
184.5030.5242.000	Premier Iowa City IA LLC	Rent Assistance	\$ 86.00
184.5030.5242.000	Premier Marshalltown IA LLC	Rent Assistance	\$ 476.00
184.5030.5242.000	Premier Marshalltown IA LLC	Rent Assistance	\$ 762.00
184.5030.5242.000	Premier Marshalltown IA LLC	Rent Assistance	\$ 1.00
184.5030.5242.000	Premier Marshalltown IA LLC	Rent Assistance	\$ 414.00
184.5030.5242.000	Premier Marshalltown IA LLC	Rent Assistance	\$ 445.00
184.5030.5242.000	Pyramid Property Solutions Inc	Rent Assistance	\$ 404.00
184.5030.5242.000	Pyramid Property Solutions Inc	Rent Assistance	\$ 312.00
184.5030.5242.000	Pyramid Property Solutions Inc	Rent Assistance	\$ 35.00
184.5030.5242.000	R & A Rental Properties LLC	Rent Assistance	\$ 455.00
184.5030.5242.000	R & A Rental Properties LLC	Rent Assistance	\$ 592.00
001.1010.5600.000	RACOM CORPORATION	surveillance earpiece	\$ 42.75
001.1010.5718.000	RACOM CORPORATION	Li-ion battery	\$ 131.25
610.8015.5450.000	Ranson, Robert	phone allowance	\$ 40.00
184.5030.5242.000	Redborg, Kirsten	Rent Assistance	\$ 384.00
184.5030.5242.000	Reed, Tony	Rent Assistance	\$ 422.00
133.5010.5230.000	Region 6 Resource Partners	Marshalltown Tree planting CDBG derecho 145	\$ 444.00
690.8050.5331.000	Region 6 Resource Partners	December 2025 Para Transit rides	\$ 10,721.00
184.5030.5242.000	Rice, Quinton	Rent Assistance	\$ 403.00
184.5030.5242.000	River Birch Apts	Rent Assistance	\$ 840.00
184.5030.5242.000	River Birch Apts	Rent Assistance	\$ 331.00
184.5030.5242.000	River Oaks Apartments	Rent Assistance	\$ 456.00
184.5030.5242.000	River Oaks Apartments	Rent Assistance	\$ 527.00
184.5030.5242.000	River Oaks Apartments	Rent Assistance	\$ 525.00
184.5030.5242.000	River Oaks Apartments	Rent Assistance	\$ 195.00
184.5030.5242.000	RMB Cooperative	Rent Assistance	\$ 1,000.00
184.5030.5242.000	Rural Revival Properties LLC	Rent Assistance	\$ 335.00
001.1071.5342.000	Safe Building	Rental Inspection Service Agreement FY26/27	\$ 7,970.00
184.5030.5238.000	SanDiego Housing Commission	Admin fee30126	\$ 52.84
184.5030.5242.000	SanDiego Housing Commission	Rent Assistance	\$ 2,627.00
001.4030.5342.000	SCHENDEL PEST CONTROL INC	City Hall/ Carnegie Bldg/ Parks office	\$ 22.90
001.4065.5342.000	SCHENDEL PEST CONTROL INC	Coliseum	\$ 52.04
001.6050.5342.000	SCHENDEL PEST CONTROL INC	City Hall/ Carnegie Bldg/ Parks office	\$ 22.90
001.6051.5342.000	SCHENDEL PEST CONTROL INC	City Hall/ Carnegie Bldg/ Parks office	\$ 23.58
184.5030.5242.000	Schmidt, Michael T	Rent Assistance	\$ 700.00
184.5030.5242.000	Schmidt, Michael T	Rent Assistance	\$ 372.00
110.2010.5718.000	SE Jones Industries Inc	TERMINAL TOOL KIT	\$ 104.00
110.2010.5718.000	SE Jones Industries Inc	STREET DEPT - ADAPTER & BIT ADAPTER	\$ 80.80
154.1011.5342.000	Sensys Gatso USA Inc.	Sensys Gatso ATE Tickets	\$ 6,510.00
181.3040.5251.000	Sho Biz Inc dba Minuteman	Notary Stamp- Celina Nunez	\$ 33.56
184.5030.5246.000	Squires, Christina	Rent Assistance	\$ 86.00
001.6050.5600.000	STAPLES BUSINESS CREDIT	Paper towels and toilet paper	\$ 52.32
001.6051.5600.000	STAPLES BUSINESS CREDIT	Paper towels and toilet paper	\$ 52.32

110.2010.5600.000 STAPLES BUSINESS CREDIT	Paper towels and toilet paper	\$	72.93
690.8050.5600.000 STAPLES BUSINESS CREDIT	Paper towels and toilet paper	\$	72.93
001.1010.5342.000 Stericycle Inc	PD services	\$	119.62
184.5030.5344.000 Stericycle Inc	Housing shredding services	\$	70.95
184.5030.5344.000 Stericycle Inc	Housing shredding services	\$	70.95
184.5030.5246.000 Stiegelmeier, Curtis	Rent Assistance	\$	10.00
140.4030.5611.000 Strands	Comm bldg paint	\$	203.28
001.1010.5132.000 STREICHERS INC	PD employee clothing letters	\$	10.00
610.8015.5980.000 Stucky, Jordan L	Sewer refund broken pipe	\$	63.40
001.1010.5610.000 SUNSET LAW ENFORCEMENT	PD Ammunition	\$	1,438.21
001.1010.5410.000 Super Shine	2025 Carwashes	\$	552.80
184.5030.5242.000 Superior Rentals LLC	Rent Assistance	\$	336.00
184.5030.5242.000 Superior Rentals LLC	Rent Assistance	\$	289.00
184.5030.5242.000 Superior Rentals LLC	Rent Assistance	\$	198.00
184.5030.5242.000 Superior Rentals LLC	Rent Assistance	\$	214.00
184.5030.5242.000 Superior Rentals LLC	Rent Assistance	\$	282.00
184.5030.5242.000 Superior Rentals LLC	Rent Assistance	\$	185.00
184.5030.5242.000 Superior Rentals LLC	Rent Assistance	\$	125.00
184.5030.5242.000 Sweet Pea	Rent Assistance	\$	197.00
184.5030.5242.000 Sweet Pea	Rent Assistance	\$	616.00
184.5030.5242.000 Swift, Scott	Rent Assistance	\$	430.00
184.5030.5242.000 Taylor, Mike	Rent Assistance	\$	350.00
610.8015.5600.000 The Optical Center	safety glasses dispensing fee	\$	25.00
110.2010.5132.000 THEISENS SUPPLY INC	STREET DEPT CLOTHING ALLOWANCE	\$	123.73
110.2010.5132.000 THEISENS SUPPLY INC	STREET EMPLOYEE CLOTHING	\$	69.98
110.2010.5600.000 THEISENS SUPPLY INC	STREET DEPT CLOTHING ALLOWANCE	\$	31.98
610.8016.5132.000 THEISENS SUPPLY INC	Sewer dept employee work pants	\$	90.73
610.8016.5600.000 THEISENS SUPPLY INC	Sewer dept gloves	\$	17.39
740.8065.5132.000 THEISENS SUPPLY INC	Sewer dept employee work pants	\$	60.49
740.8065.5600.000 THEISENS SUPPLY INC	Sewer dept gloves	\$	11.60
001.1070.5450.000 T-Mobile	Asst Housing director 641-750-9721	\$	7.04
001.1070.5450.000 T-Mobile	Housing Director 641-750-7439	\$	4.93
001.1071.5450.000 T-Mobile	Asst Housing director 641-750-9721	\$	7.04
001.1071.5450.000 T-Mobile	Rental iPad 641-861-7140	\$	21.57
001.1071.5450.000 T-Mobile	Rental inspections 641-750-3081	\$	35.18
001.1071.5450.000 T-Mobile	Housing Director 641-750-7439	\$	4.93
001.1075.5450.000 T-Mobile	Nuisance and Parking 641-351-2198	\$	17.59
001.1075.5450.000 T-Mobile	Asst Housing director 641-750-9721	\$	7.02
001.1075.5450.000 T-Mobile	Nuisance 641-328-3389	\$	35.18
001.1075.5450.000 T-Mobile	Housing Director 641-750-7439	\$	4.93
001.2020.5450.000 T-Mobile	Nuisance and Parking 641-351-2198	\$	17.59
001.2020.5450.000 T-Mobile	Asst Housing director 641-750-9721	\$	7.04
001.2020.5450.000 T-Mobile	Housing Director 641-750-7439	\$	4.93
001.4030.5450.000 T-Mobile	Parks director 641-758-9055	\$	35.18
001.5040.5450.000 T-Mobile	Housing Director 641-750-7439	\$	4.93
001.5040.5450.000 T-Mobile	Asst Housing director 641-750-9721	\$	7.04
110.2010.5450.000 T-Mobile	Mechanic iPad 641-861-5331	\$	21.57
110.2010.5450.000 T-Mobile	Sign shop iPad 641-861-7430	\$	21.57
110.2040.5450.000 T-Mobile	Utility 641-750-1652	\$	35.18
110.2060.5450.000 T-Mobile	PW iPad 641-861-6411	\$	6.04
110.2060.5450.000 T-Mobile	Engineering hot spot 641-861-5313	\$	31.35
110.2060.5450.000 T-Mobile	Survey GPS equipment 641-861-5295	\$	31.35
110.2060.5450.000 T-Mobile	PW Director 641-750.5929	\$	35.18
181.3040.5450.000 T-Mobile	Housing Director 641-750-7439	\$	2.46
184.5030.5450.000 T-Mobile	Housing Director 641-750-7439	\$	8.07
610.8015.5450.000 T-Mobile	WPCP operator 641-750-0174	\$	35.18
610.8016.5450.000 T-Mobile	Sewer dept hot spot 641-861-5294	\$	18.81
610.8016.5450.000 T-Mobile	Sewer dept hotspot 641-861-5460	\$	18.81
610.8016.5450.000 T-Mobile	Sewer dept Supervisor 641-861-5404	\$	21.11
610.8016.5450.000 T-Mobile	PW iPad 641-861-6411	\$	9.27
740.8065.5450.000 T-Mobile	PW iPad 641-861-6411	\$	6.26
740.8065.5450.000 T-Mobile	Sewer dept Supervisor 641-861-5404	\$	14.07
740.8065.5450.000 T-Mobile	Sewer dept hotspot 641-861-5460	\$	12.54
740.8065.5450.000 T-Mobile	Sewer dept hot spot 641-861-5294	\$	12.54
999.1128.000 TOTAL ADMINISTRATIVE SERVICE CORP.	TASC ROUNDING ADJ 2.26.26	\$	(0.02)
999.1128.000 TOTAL ADMINISTRATIVE SERVICE CORP.	FLEX HEALTH BENEFITS	\$	6,189.20
999.1128.000 TOTAL ADMINISTRATIVE SERVICE CORP.	FLEX HEALTH BENEFITS	\$	983.45
999.1129.000 TOTAL ADMINISTRATIVE SERVICE CORP.	FLEX DEP CARE BENEFITS	\$	1,454.57
999.1129.000 TOTAL ADMINISTRATIVE SERVICE CORP.	FLEX DEP CARE BENEFITS	\$	625.00
184.5030.5242.000 Town Apartments Corporation	Rent Assistance	\$	273.00
184.5030.5242.000 Town Apartments Corporation	Rent Assistance	\$	419.00
999.1102.000 TREASURER STATE OF IOWA	Bi-Weekly Payroll SIT	\$	(2.16)
999.1102.000 TREASURER STATE OF IOWA	Bi-Weekly Payroll SIT	\$	10,326.58

999.1102.000	TREASURER STATE OF IOWA	Bi-Weekly Payroll SIT	\$	4,951.97
690.8050.5210.000	Trending Media Inc	Transit advertising	\$	115.00
690.8050.5210.000	Trending Media Inc	Transit advertising-KFJB	\$	48.00
001.6051.5342.000	Tri State Lock Service	Carnegie bldg service call	\$	40.00
610.8015.5718.000	Trojan Technologies Corp - USA	UF Replacement ballast kits	\$	8,425.04
184.5030.5242.000	TTLCoop Housing	Rent Assistance	\$	248.00
184.5030.5242.000	TTLCoop Housing	Rent Assistance	\$	710.00
184.5030.5242.000	TTLCoop Housing	Rent Assistance	\$	716.00
999.1112.000	UNITED WAY	UNITED WAY	\$	222.00
999.1112.000	UNITED WAY	UNITED WAY	\$	20.00
999.1112.000	UNITED WAY	UNITED WAY	\$	222.00
999.1112.000	UNITED WAY	UNITED WAY	\$	20.00
001.4010.5342.000	Vajgrt, Roger	Forklift rental	\$	415.00
110.2010.5600.000	Vajgrt, Roger	MAKE & SHARPEN CHAIN 32"	\$	75.00
610.8015.5600.000	VAN METER INC	Relays for Prelim wash press	\$	151.11
001.4030.5562.000	VANWALL EQUIPMENT INC	Parks hydraulic oil	\$	1,116.44
001.1070.5342.000	Veenstra & Kimm Inc	Building permit fees	\$	67,257.95
184.5030.5242.000	Walker, Angela	Rent Assistance	\$	308.00
184.5030.5246.000	Wallace, Yianna	Rent Assistance	\$	41.00
001.6012.5465.000	Webb, Carol	Hotel for ICMA Annual conference	\$	947.60
615.8015.5342.000	Wendler Inc	WPC24001 WPCP Sludge Th Const 2/1-2/28/26	\$	50,435.43
184.5030.5242.000	White, Amalia	Rent Assistance	\$	265.00
184.5030.5246.000	Wirth, Tammy	Rent Assistance	\$	28.00
001.1099.5482.000	WoodRiver Energy LLC	Police & Fire Bldg 11672	\$	5,224.17
001.4010.5482.000	WoodRiver Energy LLC	Library gas #7078	\$	1,887.56
001.4045.5482.000	WoodRiver Energy LLC	SWIMMING POOL 7077	\$	37.34
110.2010.5482.000	WoodRiver Energy LLC	905 E Main St	\$	3,154.11
690.8050.5482.000	WoodRiver Energy LLC	905 E Main St	\$	2,102.74
184.5030.5242.000	Worsfold Farm LLC	Rent Assistance	\$	370.00
184.5030.5342.000	Xerox Corp	Housing contract and copies	\$	74.64
110.2070.5600.000	Zarnoth Brush Works Inc	STREET SWEEPER - GUTTER BROOM & BROOM REFILL	\$	4,131.30
001.1050.5600.000	Zep Sales & Service	ZEP APRIZA 2 5GL	\$	105.95
<b>TOTAL</b>			<b>\$</b>	<b>2,951,935.33</b>



**MARSHALLTOWN  
MORE THAN EVER**

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

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**To:** Mayor and City Council  
**From:** Diana Steiner, Finance Director  
**Meeting Date:** March 9, 2026  
**Re:** Approve January 2026 Financial Statements

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**Strategic Plan Objective:**

N/A

**Recommended:**

Staff recommends approving the January 2026 financial statements.

**Budget Impact:**

N/A

**Description/Background:**

The Finance Department has prepared and reconciled the January 2026 financial statements for your review. The budgeted amounts shown are based on the FY26 adopted budget that was approved in April 2025.

The attached reports include the following:

- Fund Balance Report, which includes the beginning balance at 6/30/25, the year-to-date revenues and expenses for 7 months and the ending fund cash balance at 1/31/26.
- 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:

- Fund 615 includes \$41,031 in expenses for the WPCP Sludge Thickening project.
- Fund 140 included donations totaling \$115,000 for the Linn Creek District projects. A total of \$191,303 in expenses were paid for these projects out of fund 364.

- In Fund 133, we received \$236,538 for the state CDBG-7<sup>th</sup> Ave Housing Grant for the 30 unit rentals.
- Fund 340 includes expenses of \$78,073 for the replacement of the Iowa Rivers Edge Trail Bridges 2-5.

**Attachments:**

1. JANUARY 2026 FINANCIAL STATEMENTS

# MARSHALLTOWN

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## FUND BALANCE REPORT AS OF 1/31/26

Fund	Beginning Balance	Total Revenues	Total Expenses	Ending Balance
001 - GENERAL FUND	\$ 3,687,037.61	\$ 10,583,991.44	\$ 11,584,472.30	\$ 2,686,556.75
010 - CASH FLOW RESERVE FUND	\$ 3,582,377.04	\$ 77,215.20	\$ -	\$ 3,659,592.24
011 - INSURANCE DEDUCTIBLE RESERVE FUND	\$ 262,153.76	\$ 5,650.51	\$ -	\$ 267,804.27
030 - CAPITAL RESERVE	\$ -	\$ 280,391.96	\$ 280,391.96	\$ -
031 - CAPITAL RSRV-BLDG MAINT	\$ 225,445.42	\$ 4,481.21	\$ 25,080.27	\$ 204,846.36
032 - CIP LARGE VEHICLE/EQUIPMENT	\$ 223,209.00	\$ -	\$ -	\$ 223,209.00
110 - ROAD USE TAX	\$ 12,070,509.71	\$ 2,652,011.69	\$ 1,388,711.47	\$ 13,333,809.93
111 - ROAD USE TAX INSURANCE RESERVE	\$ 78,411.35	\$ 1,690.09	\$ -	\$ 80,101.44
112 - EMPLOYEE BENEFITS FUND	\$ 3,148,567.55	\$ 1,601,112.44	\$ 1,681,617.30	\$ 3,068,062.69
117 - POLICE/FIRE RETIREMENT	\$ 599,694.98	\$ 663,960.17	\$ 675,188.45	\$ 588,466.70
119 - EMERGENCY FUND	\$ -	\$ 0.70	\$ 0.70	\$ -
121 - LOCAL OPTION SALES TAX	\$ 4,914,894.35	\$ 2,789,791.97	\$ 1,860,027.82	\$ 5,844,658.50
125 - TAX INCREMENT FINANCING	\$ 667,980.78	\$ 777,309.16	\$ 737,158.16	\$ 708,131.78
126 - TIF-LMI	\$ 8,887.42	\$ 230.55	\$ -	\$ 9,117.97
130 - CITY TORT LIABILITY	\$ 65,616.88	\$ 105,167.39	\$ 42,424.45	\$ 128,359.82
132 - GRANTS-STATE/LOCAL AGENCIES	\$ 4,980.86	\$ 67.32	\$ -	\$ 5,048.18
133 - UNDESIGNATED FEDERAL GRANTS	\$ (6,761.00)	\$ 280,496.63	\$ 339,698.63	\$ (65,963.00)
139 - PLEASANT HILL POOL FOUNDATION	\$ -	\$ -	\$ 5,820.48	\$ (5,820.48)
140 - PARK & REC DONATION FUND	\$ (129,286.78)	\$ 433,636.20	\$ 37,709.90	\$ 266,639.52
142 - SOFTBALL ASSOCIATION FUND	\$ (15,021.02)	\$ 37,571.06	\$ 26,257.20	\$ (3,707.16)
144 - LIVE HEALTHY IOWA	\$ 10,258.36	\$ 221.11	\$ -	\$ 10,479.47
145 - TORNADO GENERAL	\$ 40,000.00	\$ -	\$ -	\$ 40,000.00
149 - FEMA - WINDS	\$ 345,665.10	\$ 34,308.17	\$ -	\$ 379,973.27
150 - LOCAL PD GRANTS	\$ (5,091.86)	\$ 37,928.28	\$ 37,879.69	\$ (5,043.27)
151 - DEPT OF JUSTICE GRANTS	\$ -	\$ 1,630.68	\$ 4,759.68	\$ (3,129.00)
152 - POLICE UNDESIGNATED GRANTS	\$ (12,706.29)	\$ 61,955.47	\$ 71,904.20	\$ (22,655.02)
153 - POLICE DEPT DONATION FUND	\$ 88,661.56	\$ 7,842.52	\$ 9,124.00	\$ 87,380.08
154 - AUTOMATED TRAFFIC ENFORCEMENT	\$ 177,943.37	\$ 140,240.65	\$ 247,602.21	\$ 70,581.81
156 - FIRE DEPT DONATION FUND	\$ 51,165.68	\$ 1,883.71	\$ 4,958.34	\$ 48,091.05
160 - ECONOMIC DEVELOPMENT GIFT	\$ 60,217.74	\$ 866.87	\$ 20,000.00	\$ 41,084.61
161 - SURETY DEPOSITS/SUBDIVIDER	\$ 12,563.02	\$ 270.78	\$ -	\$ 12,833.80
170 - LIBRARY DONATION FUND	\$ 158,487.86	\$ 460,406.80	\$ 195,680.16	\$ 423,214.50
177 - SEIZED ASSETS (POLICE)	\$ 15,950.01	\$ 266.18	\$ 235.00	\$ 15,981.19
181 - #7 HUD LEAD GRANT	\$ (319,687.39)	\$ 681,036.41	\$ 840,876.45	\$ (479,527.43)
184 - VOUCHERS - 002, 003	\$ 366,360.74	\$ 908,558.32	\$ 877,824.74	\$ 397,094.32
189 - #6 HUD LEAD GRANT/NOW STATE FUNDS ONLY	\$ 165,416.60	\$ 4,166.51	\$ 24.00	\$ 169,559.11
200 - GO BONDS DEBT FUND	\$ 180,550.86	\$ 3,160,892.74	\$ 738,183.75	\$ 2,603,259.85
300 - CIP COLLECTION FUND	\$ 732,895.95	\$ 421,936.18	\$ 267,421.83	\$ 887,410.30
312 - AIRPORT PROJECT FUND	\$ 46,003.45	\$ 84,807.91	\$ 123,944.32	\$ 6,867.04
320 - SPECIAL ASSESSMENT PROJECTS	\$ (14,510.95)	\$ -	\$ -	\$ (14,510.95)
340 - BIKE PATH PROJECT FUND	\$ (12,485.37)	\$ 4,013.54	\$ 148,587.90	\$ (157,059.73)
341 - TREES FOREVER PROJECT	\$ 12,681.09	\$ 4,330.99	\$ 0.81	\$ 17,011.27
355 - Dangerous & Dilapidated (included GO bonds)	\$ 212,814.78	\$ 40,944.57	\$ 229,838.83	\$ 23,920.52
363 - 2021 GO BONDS	\$ 4,918,858.85	\$ 84,095.69	\$ 3,953,731.07	\$ 1,049,223.47
364 - 2022 GO BONDS	\$ 6,777,883.17	\$ 4,470,341.51	\$ 7,462,217.02	\$ 3,786,007.66
365 - 2023 GO BONDS	\$ 10,489,073.68	\$ 226,083.45	\$ -	\$ 10,715,157.13
389 - AMERICAN RESCUE PLAN	\$ 258,188.48	\$ -	\$ 88,181.84	\$ 170,006.64
610 - WATER POLLUTION CONTROL	\$ -	\$ 2,550,902.77	\$ 2,550,902.77	\$ -
611 - WPCP REVENUE	\$ 26,782,039.10	\$ 5,449,995.74	\$ 3,177,944.25	\$ 29,054,090.59
614 - WPCP CAPITAL IMPROVEMENT RSRV	\$ 1,227,771.41	\$ 26,463.61	\$ -	\$ 1,254,235.02
615 - WPCP PLANT & IMPROVEMENTS	\$ (5,000.00)	\$ 628,751.55	\$ 683,465.05	\$ (59,713.50)
617 - SANITARY SEWER NEW CONSTRUCTN	\$ 197,038.85	\$ 99.00	\$ -	\$ 197,137.85
618 - WPCP INSURANCE RESERVE (WAS TORNADO)	\$ 208,200.44	\$ 4,487.59	\$ -	\$ 212,688.03
690 - TRANSIT OPERATING	\$ 1,523,561.13	\$ 765,612.19	\$ 589,196.66	\$ 1,699,976.66
691 - TRANSIT INSURANCE RESERVE	\$ 26,361.23	\$ 568.19	\$ -	\$ 26,929.42
740 - STORM SEWER UTILITY	\$ 2,837,092.96	\$ 895,050.27	\$ 604,072.86	\$ 3,128,070.37
750 - COMPOSTING FACILITY	\$ 229,729.59	\$ 70,226.86	\$ 23,633.51	\$ 276,322.94
760 - P&R CONCESSIONS ENTERPRISE	\$ 2,036.37	\$ 31,729.00	\$ 43,723.74	\$ (9,958.37)
881 - OCCUPATIONAL INSURANCE ESCROW	\$ 317,839.22	\$ 115,486.28	\$ 15,563.12	\$ 417,762.38
884 - GROUP HEALTH INSURANCE ESCROW	\$ 826,474.93	\$ 2,513,728.95	\$ 2,095,991.06	\$ 1,244,212.82
886 - WORKMAN'S COMP DEDUCTIBLE FUND	\$ 37,706.35	\$ 812.54	\$ 19.00	\$ 38,499.89
913 - 911 COMMISSION	\$ (7,353.65)	\$ 918,676.17	\$ 1,051,499.98	\$ (140,177.46)
	<u>\$ 88,349,354.33</u>	<u>\$ 45,106,395.44</u>	<u>\$ 44,843,546.93</u>	<u>\$ 88,612,202.84</u>

# MARSHALLTOWN

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## CASH AND INVESTMENTS AS OF 1/31/26

Account	Name	Ending Balance	Interest Rate
<b>BalObject: 0110 - P&amp;R Deposits</b>			
<u>999.0110.100</u>	First Interstate Bank P&R Deposits	114,032.47	2.53
	<b>Total BalObject: 0110 - P&amp;R Deposits :</b>	<b>114,032.47</b>	
<b>BalObject: 0111 - Operating</b>			
<u>999.0111.100</u>	First Interstate Bank Operating	781,883.11	2.53
	<b>Total BalObject: 0111 - Operating:</b>	<b>781,883.11</b>	
<b>BalObject: 0113 - Payroll</b>			
<u>999.0113.100</u>	First Interstate Bank Payroll	450,000.00	2.53
	<b>Total BalObject: 0113 - Payroll:</b>	<b>450,000.00</b>	
<b>BalObject: 0115 - HUD Admin</b>			
<u>999.0115.100</u>	First Interstate Bank HUD Admin	356,308.60	2.53
	<b>Total BalObject: 0115 - HUD Admin:</b>	<b>356,308.60</b>	
<b>BalObject: 0116 - HUD HAP</b>			
<u>999.0116.100</u>	First Interstate Bank HUD HAP	52,567.72	2.53
	<b>Total BalObject: 0116 - HUD HAP:</b>	<b>52,567.72</b>	
<b>BalObject: 0117 - Police</b>			
<u>999.0117.100</u>	First Interstate Bank Police	15,691.19	2.53
	<b>Total BalObject: 0117 - Police:</b>	<b>15,691.19</b>	
<b>BalObject: 0117 - ACH</b>			
<u>999.0118.100</u>	First Interstate Bank ACH	1,000.00	2.52
	<b>Total BalObject: 0118 -ACH</b>	<b>1,000.00</b>	
<b>BalObject: 0120 - PETTY CASH</b>			
<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	-	0.00
<u>760.0120.000</u>	PETTY CASH	-	0.00
	<b>Total BalObject: 0120 - PETTY CASH:</b>	<b>100.00</b>	
<b>BalObject: 0121 - PETTY CASH-SWIMMING POOLS</b>			
<u>001.0121.000</u>	PETTY CASH-SWIMMING POOLS	-	0.00
	<b>Total BalObject: 0121 - PETTY CASH-SWIMMING</b>	<b>-</b>	
<b>BalObject: 0122 - PETTY CASH-CITY CLERK</b>			
<u>001.0122.000</u>	PETTY CASH-CITY CLERK	200.00	0.00
	<b>Total BalObject: 0122 - PETTY CASH-CITY CLERK:</b>	<b>200.00</b>	
<b>BalObject: 0123 - PETTY CASH-LIBRARY</b>			
<u>001.0123.000</u>	PETTY CASH-LIBRARY	100.00	0.00
	<b>Total BalObject: 0123 - PETTY CASH-LIBRARY:</b>	<b>100.00</b>	

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Account	Name	Ending Balance	Interest Rate
<b>BalObject: 0124 - PETTY CASH-LIBRARY</b>			
<u>001.0124.000</u>	PETTY CASH-LIBRARY	200.00	0.00
<b>Total BalObject: 0124 - PETTY CASH-LIBRARY:</b>		<b>200.00</b>	
<b>BalObject: 0125 - PETTY CASH-PARK</b>			
<u>001.0125.000</u>	PETTY CASH-PARK	225.00	0.00
<b>Total BalObject: 0125 - PETTY CASH-PARK:</b>		<b>225.00</b>	
<b>BalObject: 0126 - PETTY CASH-COLISEUM CONCESSIONS</b>			
<u>001.0126.000</u>	PETTY CASH-COLISEUM CONCESSIONS	300.00	0.00
<b>Total BalObject: 0125 - PETTY CASH-COLISEUM:</b>		<b>300.00</b>	
<b>BalObject: 0130 - CASH HELD BY INSUR ADMIN</b>			
<u>885.0130.000</u>	CASH HELD BY INSUR ADMIN	1.00	0.00
<b>Total BalObject: 0130 - CASH HELD BY INSUR ADMIN:</b>		<b>1.00</b>	
<b>BalObject: 0215 - IPAIT MONEY MARKET</b>			
<u>999.0215.000</u>	IPAIT MONEY MARKET	17,543,907.57	3.485
<b>Total BalObject: 0215 - IPAIT MONEY MARKET:</b>		<b>17,543,907.57</b>	
<b>BalObject: 0216 - FIRST INTERSTATE BANK MM</b>			
<u>999.0216.000</u>	First Interstate Bank MM	4,272,292.17	2.53
<b>Total BalObject: 0216 - FIRST INTERSTATE BANK M</b>		<b>4,272,292.17</b>	
<b>BalObject: 0243 - GNB INV</b>			
<u>365.0243.000</u>	GNB CD		
<u>999.0243.000</u>	GNB CD	32,000,000.00	3.64-4.15
<b>Total BalObject: 0243 - GNB INV</b>		<b>32,000,000.00</b>	
<b>BalObject: 0246 - PINNACLE INV</b>			
<u>365.0246.000</u>	PINNACLE CD		3.70-4.15
<u>999.0246.000</u>	PINNACLE CD	29,000,000.00	
<b>Total BalObject: 0246 - PINNACLE CD</b>		<b>29,000,000.00</b>	
<b>BalObject: 0248 - Alerus Financial</b>			
<u>999.0248.000</u>	Alerus CD	4,000,000.00	3.75-3.80
<b>Total BalObject: 0248 - ALERUS CD</b>		<b>4,000,000.00</b>	
<b>BalObject: 0265 - IPAIT CD</b>			
<u>999.0265.000</u>	IPAIT CD	-	3.485
<b>Total BalObject: 0265 - IPAIT CD</b>		<b>-</b>	
<b>BalObject: 0999 - POOLED CASH</b>			
<u>999.0999.000</u>	POOLED CASH - prepaid work comp and outstanding AP	23,394.01	
<b>Total BalObject: 0999 - POOLED CASH:</b>		<b>23,394.01</b>	
<b>Page 2:2</b>	<b>TOTAL</b>	<b>88,612,202.84</b>	



# Monthly Budget Report - Marshalltown Group Summary

For Fiscal: 2025-2026 Period Ending: 01/31/2026

Account Typ...	January Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
<b>Fund: 001 - GENERAL FUND</b>					
Revenue	383,623.72	12,049,799.02	10,583,991.44	-1,465,807.58	20,657,436.00
Expense	1,367,725.73	12,046,108.34	11,584,472.30	461,636.04	20,657,436.00
<b>Total Fund: 001 - GENERAL FUND:</b>	<b>-984,102.01</b>	<b>3,690.68</b>	<b>-1,000,480.86</b>	<b>-1,004,171.54</b>	<b>0.00</b>
<b>Fund: 010 - CASH FLOW RESERVE FUND</b>					
Revenue	10,088.70	172,147.43	77,215.20	-94,932.23	295,192.00
<b>Total Fund: 010 - CASH FLOW RESERVE FUND:</b>	<b>10,088.70</b>	<b>172,147.43</b>	<b>77,215.20</b>	<b>-94,932.23</b>	<b>295,192.00</b>
<b>Fund: 011 - INSURANCE DEDUCTIBLE RESERVE FUND</b>					
Revenue	738.28	58,333.31	5,650.51	-52,682.80	100,000.00
<b>Total Fund: 011 - INSURANCE DEDUCTIBLE RESERVE FUND:</b>	<b>738.28</b>	<b>58,333.31</b>	<b>5,650.51</b>	<b>-52,682.80</b>	<b>100,000.00</b>
<b>Fund: 030 - CAPITAL RESERVE</b>					
Revenue	16,351.05	389,684.12	280,391.96	-109,292.16	668,030.00
Expense	16,351.05	389,652.06	280,391.96	109,260.10	668,030.00
<b>Total Fund: 030 - CAPITAL RESERVE:</b>	<b>0.00</b>	<b>32.06</b>	<b>0.00</b>	<b>-32.06</b>	<b>0.00</b>
<b>Fund: 031 - CAPITAL RSRV-BLDG MAINT</b>					
Revenue	564.72	51,037.77	4,481.21	-46,556.56	87,528.00
Expense	0.00	116,763.43	25,080.27	91,683.16	200,166.00
<b>Total Fund: 031 - CAPITAL RSRV-BLDG MAINT:</b>	<b>564.72</b>	<b>-65,725.66</b>	<b>-20,599.06</b>	<b>45,126.60</b>	<b>-112,638.00</b>
<b>Fund: 032 - CIP LARGE VEHICLE/EQUIPMENT</b>					
Revenue	0.00	61,223.75	0.00	-61,223.75	104,955.00
Expense	0.00	137,375.00	0.00	137,375.00	235,500.00
<b>Total Fund: 032 - CIP LARGE VEHICLE/EQUIPMENT:</b>	<b>0.00</b>	<b>-76,151.25</b>	<b>0.00</b>	<b>76,151.25</b>	<b>-130,545.00</b>
<b>Fund: 110 - ROAD USE TAX</b>					
Revenue	357,607.90	2,716,452.55	2,652,011.69	-64,440.86	4,656,776.00
Expense	92,067.51	3,176,918.92	1,388,711.47	1,788,207.45	5,446,164.00
<b>Total Fund: 110 - ROAD USE TAX:</b>	<b>265,540.39</b>	<b>-460,466.37</b>	<b>1,263,300.22</b>	<b>1,723,766.59</b>	<b>-789,388.00</b>
<b>Fund: 111 - ROAD USE TAX INSURANCE RESERVE</b>					
Revenue	220.82	16,035.25	1,690.09	-14,345.16	27,500.00
<b>Total Fund: 111 - ROAD USE TAX INSURANCE RESERVE:</b>	<b>220.82</b>	<b>16,035.25</b>	<b>1,690.09</b>	<b>-14,345.16</b>	<b>27,500.00</b>
<b>Fund: 112 - EMPLOYEE BENEFITS FUND</b>					
Revenue	28,663.16	1,488,646.18	1,601,112.44	112,466.26	2,551,965.00
Expense	0.00	2,276,070.79	1,681,617.30	594,453.49	3,903,397.00
<b>Total Fund: 112 - EMPLOYEE BENEFITS FUND:</b>	<b>28,663.16</b>	<b>-787,424.61</b>	<b>-80,504.86</b>	<b>706,919.75</b>	<b>-1,351,432.00</b>

Monthly Budget Report - Marshalltown

For Fiscal: 2025-2026 Period Ending: 01/31/2026

Account Typ...	January Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
<b>Fund: 117 - POLICE/FIRE RETIREMENT</b>					
Revenue	10,195.96	831,957.49	663,960.17	-167,997.32	1,426,213.00
Expense	0.00	792,358.21	675,188.45	117,169.76	1,358,872.00
<b>Total Fund: 117 - POLICE/FIRE RETIREMENT:</b>	<b>10,195.96</b>	<b>39,599.28</b>	<b>-11,228.28</b>	<b>-50,827.56</b>	<b>67,341.00</b>
<b>Fund: 119 - EMERGENCY FUND</b>					
Revenue	0.00	0.00	0.70	0.70	0.00
Expense	0.00	0.00	0.70	-0.70	0.00
<b>Total Fund: 119 - EMERGENCY FUND:</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Fund: 121 - LOCAL OPTION SALES TAX</b>					
Revenue	459,958.84	2,509,902.50	2,789,791.97	279,889.47	4,302,690.00
Expense	41,592.51	3,366,568.10	1,860,027.82	1,506,540.28	5,772,684.00
<b>Total Fund: 121 - LOCAL OPTION SALES TAX:</b>	<b>418,366.33</b>	<b>-856,665.60</b>	<b>929,764.15</b>	<b>1,786,429.75</b>	<b>-1,469,994.00</b>
<b>Fund: 125 - TAX INCREMENT FINANCING</b>					
Revenue	18,379.97	812,723.87	777,309.16	-35,414.71	1,393,241.00
Expense	0.00	1,145,458.93	737,158.16	408,300.77	1,963,644.00
<b>Total Fund: 125 - TAX INCREMENT FINANCING:</b>	<b>18,379.97</b>	<b>-332,735.06</b>	<b>40,151.00</b>	<b>372,886.06</b>	<b>-570,403.00</b>
<b>Fund: 126 - TIF-LMI</b>					
Revenue	64.02	16,719.22	230.55	-16,488.67	28,673.00
<b>Total Fund: 126 - TIF-LMI:</b>	<b>64.02</b>	<b>16,719.22</b>	<b>230.55</b>	<b>-16,488.67</b>	<b>28,673.00</b>
<b>Fund: 130 - CITY TORT LIABILITY</b>					
Revenue	353.86	23,916.62	105,167.39	81,250.77	41,000.00
Expense	0.00	23,333.31	42,424.45	-19,091.14	40,000.00
<b>Total Fund: 130 - CITY TORT LIABILITY:</b>	<b>353.86</b>	<b>583.31</b>	<b>62,742.94</b>	<b>62,159.63</b>	<b>1,000.00</b>
<b>Fund: 132 - GRANTS-STATE/LOCAL AGENCIES</b>					
Revenue	13.92	227,500.00	67.32	-227,432.68	390,000.00
Expense	0.00	349,708.87	0.00	349,708.87	599,501.00
<b>Total Fund: 132 - GRANTS-STATE/LOCAL AGENCIES:</b>	<b>13.92</b>	<b>-122,208.87</b>	<b>67.32</b>	<b>122,276.19</b>	<b>-209,501.00</b>
<b>Fund: 133 - UNDESIGNATED FEDERAL GRANTS</b>					
Revenue	236,848.00	246,905.68	280,496.63	33,590.95	423,267.00
Expense	0.00	246,892.10	339,698.63	-92,806.53	423,267.00
<b>Total Fund: 133 - UNDESIGNATED FEDERAL GRANTS:</b>	<b>236,848.00</b>	<b>13.58</b>	<b>-59,202.00</b>	<b>-59,215.58</b>	<b>0.00</b>
<b>Fund: 139 - PLEASANT HILL POOL FOUNDATION</b>					
Expense	4,636.47	0.00	5,820.48	-5,820.48	0.00
<b>Total Fund: 139 - PLEASANT HILL POOL FOUNDATION:</b>	<b>4,636.47</b>	<b>0.00</b>	<b>5,820.48</b>	<b>-5,820.48</b>	<b>0.00</b>
<b>Fund: 140 - PARK &amp; REC DONATION FUND</b>					
Revenue	121,160.07	243,686.87	433,636.20	189,949.33	417,749.00
Expense	11,350.86	359,740.29	37,709.90	322,030.39	616,698.00
<b>Total Fund: 140 - PARK &amp; REC DONATION FUND:</b>	<b>109,809.21</b>	<b>-116,053.42</b>	<b>395,926.30</b>	<b>511,979.72</b>	<b>-198,949.00</b>

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Account Typ...	January Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
<b>Fund: 141 - MTOWN TENNIS ASSOC</b>					
Revenue	0.00	11.62	0.00	-11.62	20.00
<b>Total Fund: 141 - MTOWN TENNIS ASSOC:</b>	<b>0.00</b>	<b>11.62</b>	<b>0.00</b>	<b>-11.62</b>	<b>20.00</b>
<b>Fund: 142 - SOFTBALL ASSOCIATION FUND</b>					
Revenue	0.00	26,649.35	37,571.06	10,921.71	45,703.00
Expense	908.78	26,643.33	26,257.20	386.13	45,703.00
<b>Total Fund: 142 - SOFTBALL ASSOCIATION FUND:</b>	<b>-908.78</b>	<b>6.02</b>	<b>11,313.86</b>	<b>11,307.84</b>	<b>0.00</b>
<b>Fund: 144 - LIVE HEALTHY IOWA</b>					
Revenue	28.89	4,401.81	221.11	-4,180.70	7,546.00
Expense	0.00	4,400.20	0.00	4,400.20	7,544.00
<b>Total Fund: 144 - LIVE HEALTHY IOWA :</b>	<b>28.89</b>	<b>1.61</b>	<b>221.11</b>	<b>219.50</b>	<b>2.00</b>
<b>Fund: 149 - FEMA - WINDS</b>					
Revenue	0.00	0.00	34,308.17	34,308.17	0.00
<b>Total Fund: 149 - FEMA - WINDS:</b>	<b>0.00</b>	<b>0.00</b>	<b>34,308.17</b>	<b>34,308.17</b>	<b>0.00</b>
<b>Fund: 150 - LOCAL PD GRANTS</b>					
Revenue	7,226.48	34,986.00	37,928.28	2,942.28	60,000.00
Expense	5,043.59	34,986.00	37,879.69	-2,893.69	60,000.00
<b>Total Fund: 150 - LOCAL PD GRANTS:</b>	<b>2,182.89</b>	<b>0.00</b>	<b>48.59</b>	<b>48.59</b>	<b>0.00</b>
<b>Fund: 151 - DEPT OF JUSTICE GRANTS</b>					
Revenue	0.00	12,200.16	1,630.68	-10,569.48	20,923.00
Expense	521.50	12,131.35	4,759.68	7,371.67	20,800.00
<b>Total Fund: 151 - DEPT OF JUSTICE GRANTS:</b>	<b>-521.50</b>	<b>68.81</b>	<b>-3,129.00</b>	<b>-3,197.81</b>	<b>123.00</b>
<b>Fund: 152 - POLICE UNDESIGNATED GRANTS</b>					
Revenue	5,691.82	44,920.75	61,955.47	17,034.72	77,007.00
Expense	8,156.34	44,904.58	71,904.20	-26,999.62	77,007.00
<b>Total Fund: 152 - POLICE UNDESIGNATED GRANTS:</b>	<b>-2,464.52</b>	<b>16.17</b>	<b>-9,948.73</b>	<b>-9,964.90</b>	<b>0.00</b>
<b>Fund: 153 - POLICE DEPT DONATION FUND</b>					
Revenue	941.89	1,866.62	7,842.52	5,975.90	3,200.00
Expense	280.00	8,368.01	9,124.00	-755.99	14,350.00
<b>Total Fund: 153 - POLICE DEPT DONATION FUND:</b>	<b>661.89</b>	<b>-6,501.39</b>	<b>-1,281.48</b>	<b>5,219.91</b>	<b>-11,150.00</b>
<b>Fund: 154 - AUTOMATED TRAFFIC ENFORCEMENT</b>					
Revenue	14,800.83	151,666.62	140,240.65	-11,425.97	260,000.00
Expense	21,013.76	217,540.82	247,602.21	-30,061.39	373,000.00
<b>Total Fund: 154 - AUTOMATED TRAFFIC ENFORCEMENT:</b>	<b>-6,212.93</b>	<b>-65,874.20</b>	<b>-107,361.56</b>	<b>-41,487.36</b>	<b>-113,000.00</b>
<b>Fund: 156 - FIRE DEPT DONATION FUND</b>					
Revenue	442.58	1,749.93	1,883.71	133.78	3,000.00
Expense	251.89	14,171.43	4,958.34	9,213.09	24,298.00
<b>Total Fund: 156 - FIRE DEPT DONATION FUND:</b>	<b>190.69</b>	<b>-12,421.50</b>	<b>-3,074.63</b>	<b>9,346.87</b>	<b>-21,298.00</b>

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For Fiscal: 2025-2026 Period Ending: 01/31/2026

Account Typ...	January Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
<b>Fund: 160 - ECONOMIC DEVELOPMENT GIFT</b>					
Revenue	113.26	583.31	866.87	283.56	1,000.00
Expense	0.00	0.00	20,000.00	-20,000.00	0.00
<b>Total Fund: 160 - ECONOMIC DEVELOPMENT GIFT:</b>	<b>113.26</b>	<b>583.31</b>	<b>-19,133.13</b>	<b>-19,716.44</b>	<b>1,000.00</b>
<b>Fund: 161 - SURETY DEPOSITS/SUBDIVIDER</b>					
Revenue	35.38	107.87	270.78	162.91	185.00
<b>Total Fund: 161 - SURETY DEPOSITS/SUBDIVIDER:</b>	<b>35.38</b>	<b>107.87</b>	<b>270.78</b>	<b>162.91</b>	<b>185.00</b>
<b>Fund: 170 - LIBRARY DONATION FUND</b>					
Revenue	2,229.25	247,610.37	460,406.80	212,796.43	424,475.00
Expense	55,015.87	486,931.41	195,680.16	291,251.25	834,740.00
<b>Total Fund: 170 - LIBRARY DONATION FUND:</b>	<b>-52,786.62</b>	<b>-239,321.04</b>	<b>264,726.64</b>	<b>504,047.68</b>	<b>-410,265.00</b>
<b>Fund: 177 - SEIZED ASSETS (POLICE)</b>					
Revenue	32.18	2,040.92	266.18	-1,774.74	3,500.00
Expense	235.00	3,498.81	235.00	3,263.81	6,000.00
<b>Total Fund: 177 - SEIZED ASSETS (POLICE):</b>	<b>-202.82</b>	<b>-1,457.89</b>	<b>31.18</b>	<b>1,489.07</b>	<b>-2,500.00</b>
<b>Fund: 181 - #7 HUD LEAD GRANT</b>					
Revenue	64,160.58	1,404,619.65	681,036.41	-723,583.24	2,408,883.00
Expense	96,150.13	1,405,039.23	840,876.45	564,162.78	2,408,883.00
<b>Total Fund: 181 - #7 HUD LEAD GRANT:</b>	<b>-31,989.55</b>	<b>-419.58</b>	<b>-159,840.04</b>	<b>-159,420.46</b>	<b>0.00</b>
<b>Fund: 184 - VOUCHERS - 002, 003</b>					
Revenue	118,908.21	844,917.36	908,558.32	63,640.96	1,448,431.00
Expense	146,533.48	849,107.56	877,824.74	-28,717.18	1,455,690.00
<b>Total Fund: 184 - VOUCHERS - 002, 003:</b>	<b>-27,625.27</b>	<b>-4,190.20</b>	<b>30,733.58</b>	<b>34,923.78</b>	<b>-7,259.00</b>
<b>Fund: 189 - #6 HUD LEAD GRANT/NOW STATE FUNDS ONLY</b>					
Revenue	637.44	0.00	4,166.51	4,166.51	0.00
Expense	0.00	0.00	24.00	-24.00	0.00
<b>Total Fund: 189 - #6 HUD LEAD GRANT/NOW STATE FUNDS ONLY:</b>	<b>637.44</b>	<b>0.00</b>	<b>4,142.51</b>	<b>4,142.51</b>	<b>0.00</b>
<b>Fund: 200 - GO BONDS DEBT FUND</b>					
Revenue	26,504.62	4,242,566.93	3,160,892.74	-1,081,674.19	7,273,085.00
Expense	0.00	4,265,431.24	738,183.75	3,527,247.49	7,312,168.00
<b>Total Fund: 200 - GO BONDS DEBT FUND:</b>	<b>26,504.62</b>	<b>-22,864.31</b>	<b>2,422,708.99</b>	<b>2,445,573.30</b>	<b>-39,083.00</b>
<b>Fund: 300 - CIP COLLECTION FUND</b>					
Revenue	8,364.46	430,545.92	421,936.18	-8,609.74	738,079.00
Expense	12,746.55	450,907.87	267,421.83	183,486.04	772,985.00
<b>Total Fund: 300 - CIP COLLECTION FUND:</b>	<b>-4,382.09</b>	<b>-20,361.95</b>	<b>154,514.35</b>	<b>174,876.30</b>	<b>-34,906.00</b>
<b>Fund: 311 - RISE STREET GRANTS</b>					
Revenue	0.00	198,927.68	0.00	-198,927.68	341,019.00
Expense	0.00	198,856.84	0.00	198,856.84	341,018.00
<b>Total Fund: 311 - RISE STREET GRANTS:</b>	<b>0.00</b>	<b>70.84</b>	<b>0.00</b>	<b>-70.84</b>	<b>1.00</b>

Account Typ...	January Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
<b>Fund: 312 - AIRPORT PROJECT FUND</b>					
Revenue	18.93	598,791.62	84,807.91	-513,983.71	1,026,500.00
Expense	26,413.15	657,124.93	123,944.32	533,180.61	1,126,500.00
<b>Total Fund: 312 - AIRPORT PROJECT FUND:</b>	<b>-26,394.22</b>	<b>-58,333.31</b>	<b>-39,136.41</b>	<b>19,196.90</b>	<b>-100,000.00</b>
<b>Fund: 340 - BIKE PATH PROJECT FUND</b>					
Revenue	0.00	953,750.00	4,013.54	-949,736.46	1,635,000.00
Expense	78,072.96	953,749.93	148,587.90	805,162.03	1,635,000.00
<b>Total Fund: 340 - BIKE PATH PROJECT FUND:</b>	<b>-78,072.96</b>	<b>0.07</b>	<b>-144,574.36</b>	<b>-144,574.43</b>	<b>0.00</b>
<b>Fund: 341 - TREES FOREVER PROJECT</b>					
Revenue	46.90	20,883.24	4,330.99	-16,552.25	35,800.00
Expense	0.00	23,333.31	0.81	23,332.50	40,000.00
<b>Total Fund: 341 - TREES FOREVER PROJECT:</b>	<b>46.90</b>	<b>-2,450.07</b>	<b>4,330.18</b>	<b>6,780.25</b>	<b>-4,200.00</b>
<b>Fund: 350 - GO BONDS CAPITAL PROJECTS</b>					
Revenue	0.00	116.62	0.00	-116.62	200.00
Expense	0.00	5,929.56	0.00	5,929.56	10,165.00
<b>Total Fund: 350 - GO BONDS CAPITAL PROJECTS:</b>	<b>0.00</b>	<b>-5,812.94</b>	<b>0.00</b>	<b>5,812.94</b>	<b>-9,965.00</b>
<b>Fund: 355 - Dangerous &amp; Dilapidated (included GO bonds)</b>					
Revenue	23,768.94	6,128.43	40,944.57	34,816.14	10,510.00
Expense	73.33	69,998.39	229,838.83	-159,840.44	120,000.00
<b>Total Fund: 355 - Dangerous &amp; Dilapidated (included GO bonds):</b>	<b>23,695.61</b>	<b>-63,869.96</b>	<b>-188,894.26</b>	<b>-125,024.30</b>	<b>-109,490.00</b>
<b>Fund: 362 - 2020 GO BONDS</b>					
Revenue	0.00	0.00	47,505.66	47,505.66	0.00
Expense	0.00	0.00	47,505.66	-47,505.66	0.00
<b>Total Fund: 362 - 2020 GO BONDS:</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Fund: 363 - 2021 GO BONDS</b>					
Revenue	2,892.48	421,634.99	84,095.69	-337,539.30	722,803.00
Expense	3,436.01	1,504,291.67	3,953,731.07	-2,449,439.40	2,578,786.00
<b>Total Fund: 363 - 2021 GO BONDS:</b>	<b>-543.53</b>	<b>-1,082,656.68</b>	<b>-3,869,635.38</b>	<b>-2,786,978.70</b>	<b>-1,855,983.00</b>
<b>Fund: 364 - 2022 GO BONDS</b>					
Revenue	10,437.20	6,518,480.85	4,470,341.51	-2,048,139.34	11,174,539.00
Expense	191,303.29	8,667,342.67	7,462,217.02	1,205,125.65	14,858,302.00
<b>Total Fund: 364 - 2022 GO BONDS:</b>	<b>-180,866.09</b>	<b>-2,148,861.82</b>	<b>-2,991,875.51</b>	<b>-843,013.69</b>	<b>-3,683,763.00</b>
<b>Fund: 365 - 2023 GO BONDS</b>					
Revenue	29,539.36	58,333.31	226,083.45	167,750.14	100,000.00
Expense	0.00	5,331,149.18	0.00	5,331,149.18	9,139,113.00
<b>Total Fund: 365 - 2023 GO BONDS:</b>	<b>29,539.36</b>	<b>-5,272,815.87</b>	<b>226,083.45</b>	<b>5,498,899.32</b>	<b>-9,039,113.00</b>
<b>Fund: 389 - AMERICAN RESCUE PLAN</b>					
Expense	47,997.20	91,000.00	88,181.84	2,818.16	156,000.00
<b>Total Fund: 389 - AMERICAN RESCUE PLAN:</b>	<b>47,997.20</b>	<b>91,000.00</b>	<b>88,181.84</b>	<b>2,818.16</b>	<b>156,000.00</b>

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Account Typ...	January Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
<b>Fund: 610 - WATER POLLUTION CONTROL</b>					
Revenue	292,034.21	4,917,157.00	2,550,902.77	-2,366,254.23	8,429,412.00
Expense	292,034.21	4,916,569.77	2,550,902.77	2,365,667.00	8,429,412.00
<b>Total Fund: 610 - WATER POLLUTION CONTROL:</b>	<b>0.00</b>	<b>587.23</b>	<b>0.00</b>	<b>-587.23</b>	<b>0.00</b>
<b>Fund: 611 - WPCP REVENUE</b>					
Revenue	800,602.37	4,837,291.41	5,449,995.74	612,704.33	8,292,500.00
Expense	292,002.71	8,319,133.62	3,177,944.25	5,141,189.37	14,261,412.00
<b>Total Fund: 611 - WPCP REVENUE:</b>	<b>508,599.66</b>	<b>-3,481,842.21</b>	<b>2,272,051.49</b>	<b>5,753,893.70</b>	<b>-5,968,912.00</b>
<b>Fund: 614 - WPCP CAPITAL IMPROVEMENT RSRV</b>					
Revenue	3,457.65	29,166.62	26,463.61	-2,703.01	50,000.00
<b>Total Fund: 614 - WPCP CAPITAL IMPROVEMENT RSRV:</b>	<b>3,457.65</b>	<b>29,166.62</b>	<b>26,463.61</b>	<b>-2,703.01</b>	<b>50,000.00</b>
<b>Fund: 615 - WPCP PLANT &amp; IMPROVEMENTS</b>					
Revenue	0.00	2,702,000.00	628,751.55	-2,073,248.45	4,632,000.00
Expense	54,713.50	2,702,000.00	683,465.05	2,018,534.95	4,632,000.00
<b>Total Fund: 615 - WPCP PLANT &amp; IMPROVEMENTS:</b>	<b>-54,713.50</b>	<b>0.00</b>	<b>-54,713.50</b>	<b>-54,713.50</b>	<b>0.00</b>
<b>Fund: 616 - SANITARY SEWER REHAB PROJECT</b>					
Revenue	0.00	641,666.62	0.00	-641,666.62	1,100,000.00
Expense	0.00	641,666.62	0.00	641,666.62	1,100,000.00
<b>Total Fund: 616 - SANITARY SEWER REHAB PROJECT:</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Fund: 617 - SANITARY SEWER NEW CONSTRUCTN</b>					
Revenue	0.00	4,083.31	99.00	-3,984.31	7,000.00
<b>Total Fund: 617 - SANITARY SEWER NEW CONSTRUCTN:</b>	<b>0.00</b>	<b>4,083.31</b>	<b>99.00</b>	<b>-3,984.31</b>	<b>7,000.00</b>
<b>Fund: 618 - WPCP INSURANCE RESERVE (WAS TORNADO)</b>					
Revenue	586.33	58,310.00	4,487.59	-53,822.41	100,000.00
<b>Total Fund: 618 - WPCP INSURANCE RESERVE (WAS TORNADO):</b>	<b>586.33</b>	<b>58,310.00</b>	<b>4,487.59</b>	<b>-53,822.41</b>	<b>100,000.00</b>
<b>Fund: 690 - TRANSIT OPERATING</b>					
Revenue	41,143.10	729,249.78	765,612.19	36,362.41	1,250,143.00
Expense	65,236.55	806,298.78	589,196.66	217,102.12	1,382,604.00
<b>Total Fund: 690 - TRANSIT OPERATING:</b>	<b>-24,093.45</b>	<b>-77,049.00</b>	<b>176,415.53</b>	<b>253,464.53</b>	<b>-132,461.00</b>
<b>Fund: 691 - TRANSIT INSURANCE RESERVE</b>					
Revenue	74.24	0.00	568.19	568.19	0.00
<b>Total Fund: 691 - TRANSIT INSURANCE RESERVE:</b>	<b>74.24</b>	<b>0.00</b>	<b>568.19</b>	<b>568.19</b>	<b>0.00</b>
<b>Fund: 740 - STORM SEWER UTILITY</b>					
Revenue	146,093.61	790,682.62	895,050.27	104,367.65	1,355,456.00
Expense	71,269.18	976,182.27	604,072.86	372,109.41	1,673,709.00
<b>Total Fund: 740 - STORM SEWER UTILITY:</b>	<b>74,824.43</b>	<b>-185,499.65</b>	<b>290,977.41</b>	<b>476,477.06</b>	<b>-318,253.00</b>
<b>Fund: 750 - COMPOSTING FACILITY</b>					
Revenue	1,416.76	40,541.48	70,226.86	29,685.38	69,500.00
Expense	278.36	41,975.43	23,633.51	18,341.92	71,960.00

Monthly Budget Report - Marshalltown

For Fiscal: 2025-2026 Period Ending: 01/31/2026

Account Typ...	January Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
<b>Total Fund: 750 - COMPOSTING FACILITY:</b>	<b>1,138.40</b>	<b>-1,433.95</b>	<b>46,593.35</b>	<b>48,027.30</b>	<b>-2,460.00</b>
<b>Fund: 760 - P&amp;R CONCESSIONS ENTERPRISE</b>					
Revenue	0.00	28,000.00	31,729.00	3,729.00	48,000.00
Expense	110.00	26,548.69	43,723.74	-17,175.05	45,520.00
<b>Total Fund: 760 - P&amp;R CONCESSIONS ENTERPRISE:</b>	<b>-110.00</b>	<b>1,451.31</b>	<b>-11,994.74</b>	<b>-13,446.05</b>	<b>2,480.00</b>
<b>Fund: 881 - OCCUPATIONAL INSURANCE ESCROW</b>					
Revenue	14,780.55	0.00	115,486.28	115,486.28	0.00
Expense	1,371.22	0.00	15,563.12	-15,563.12	0.00
<b>Total Fund: 881 - OCCUPATIONAL INSURANCE ESCROW:</b>	<b>13,409.33</b>	<b>0.00</b>	<b>99,923.16</b>	<b>99,923.16</b>	<b>0.00</b>
<b>Fund: 884 - GROUP HEALTH INSURANCE ESCROW</b>					
Revenue	334,124.34	0.00	2,513,728.95	2,513,728.95	0.00
Expense	225,466.16	0.00	2,095,991.06	-2,095,991.06	0.00
<b>Total Fund: 884 - GROUP HEALTH INSURANCE ESCROW:</b>	<b>108,658.18</b>	<b>0.00</b>	<b>417,737.89</b>	<b>417,737.89</b>	<b>0.00</b>
<b>Fund: 886 - WORKMAN'S COMP DEDUCTIBLE FUND</b>					
Revenue	106.14	0.00	812.54	812.54	0.00
Expense	0.00	0.00	19.00	-19.00	0.00
<b>Total Fund: 886 - WORKMAN'S COMP DEDUCTIBLE FUND:</b>	<b>106.14</b>	<b>0.00</b>	<b>793.54</b>	<b>793.54</b>	<b>0.00</b>
<b>Fund: 913 - 911 COMMISION</b>					
Revenue	203,327.99	0.00	918,676.17	918,676.17	0.00
Expense	131,020.71	0.00	1,051,499.98	-1,051,499.98	0.00
<b>Total Fund: 913 - 911 COMMISION:</b>	<b>72,307.28</b>	<b>0.00</b>	<b>-132,823.81</b>	<b>-132,823.81</b>	<b>0.00</b>
<b>Report Total:</b>	<b>438,022.40</b>	<b>-15,260,849.45</b>	<b>262,848.51</b>	<b>15,523,697.96</b>	<b>-26,172,394.00</b>

Fund Summary

Fund	January Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
001 - GENERAL FUND	-984,102.01	3,690.68	-1,000,480.86	-1,004,171.54	0.00
010 - CASH FLOW RESERVE FUND	10,088.70	172,147.43	77,215.20	-94,932.23	295,192.00
011 - INSURANCE DEDUCTIBLE RE	738.28	58,333.31	5,650.51	-52,682.80	100,000.00
030 - CAPITAL RESERVE	0.00	32.06	0.00	-32.06	0.00
031 - CAPITAL RSRV-BLDG MAINT	564.72	-65,725.66	-20,599.06	45,126.60	-112,638.00
032 - CIP LARGE VEHICLE/EQUIPM	0.00	-76,151.25	0.00	76,151.25	-130,545.00
110 - ROAD USE TAX	265,540.39	-460,466.37	1,263,300.22	1,723,766.59	-789,388.00
111 - ROAD USE TAX INSURANCE	220.82	16,035.25	1,690.09	-14,345.16	27,500.00
112 - EMPLOYEE BENEFITS FUND	28,663.16	-787,424.61	-80,504.86	706,919.75	-1,351,432.00
117 - POLICE/FIRE RETIREMENT	10,195.96	39,599.28	-11,228.28	-50,827.56	67,341.00
119 - EMERGENCY FUND	0.00	0.00	0.00	0.00	0.00
121 - LOCAL OPTION SALES TAX	418,366.33	-856,665.60	929,764.15	1,786,429.75	-1,469,994.00
125 - TAX INCREMENT FINANCI	18,379.97	-332,735.06	40,151.00	372,886.06	-570,403.00
126 - TIF-LMI	64.02	16,719.22	230.55	-16,488.67	28,673.00
130 - CITY TORT LIABILITY	353.86	583.31	62,742.94	62,159.63	1,000.00
132 - GRANTS-STATE/LOCAL AGE	13.92	-122,208.87	67.32	122,276.19	-209,501.00
133 - UNDESIGNATED FEDERAL G	236,848.00	13.58	-59,202.00	-59,215.58	0.00
139 - PLEASANT HILL POOL FOUN	-4,636.47	0.00	-5,820.48	-5,820.48	0.00
140 - PARK & REC DONATION FUI	109,809.21	-116,053.42	395,926.30	511,979.72	-198,949.00
141 - MTOWN TENNIS ASSOC	0.00	11.62	0.00	-11.62	20.00
142 - SOFTBALL ASSOCIATION FU	-908.78	6.02	11,313.86	11,307.84	0.00
144 - LIVE HEALTHY IOWA	28.89	1.61	221.11	219.50	2.00
149 - FEMA - WINDS	0.00	0.00	34,308.17	34,308.17	0.00
150 - LOCAL PD GRANTS	2,182.89	0.00	48.59	48.59	0.00
151 - DEPT OF JUSTICE GRANTS	-521.50	68.81	-3,129.00	-3,197.81	123.00
152 - POLICE UNDESIGNATED GR.	-2,464.52	16.17	-9,948.73	-9,964.90	0.00
153 - POLICE DEPT DONATION FL	661.89	-6,501.39	-1,281.48	5,219.91	-11,150.00
154 - AUTOMATED TRAFFIC ENFC	-6,212.93	-65,874.20	-107,361.56	-41,487.36	-113,000.00
156 - FIRE DEPT DONATION FUNI	190.69	-12,421.50	-3,074.63	9,346.87	-21,298.00
160 - ECONOMIC DEVELOPMENT	113.26	583.31	-19,133.13	-19,716.44	1,000.00
161 - SURETY DEPOSITS/SUBDIVII	35.38	107.87	270.78	162.91	185.00
170 - LIBRARY DONATION FUND	-52,786.62	-239,321.04	264,726.64	504,047.68	-410,265.00
177 - SEIZED ASSETS (POLICE)	-202.82	-1,457.89	31.18	1,489.07	-2,500.00
181 - #7 HUD LEAD GRANT	-31,989.55	-419.58	-159,840.04	-159,420.46	0.00
184 - VOUCHERS - 002, 003	-27,625.27	-4,190.20	30,733.58	34,923.78	-7,259.00
189 - #6 HUD LEAD GRANT/NOW	637.44	0.00	4,142.51	4,142.51	0.00
200 - GO BONDS DEBT FUND	26,504.62	-22,864.31	2,422,708.99	2,445,573.30	-39,083.00
300 - CIP COLLECTION FUND	-4,382.09	-20,361.95	154,514.35	174,876.30	-34,906.00
311 - RISE STREET GRANTS	0.00	70.84	0.00	-70.84	1.00
312 - AIRPORT PROJECT FUND	-26,394.22	-58,333.31	-39,136.41	19,196.90	-100,000.00

Monthly Budget Report - Marshalltown

For Fiscal: 2025-2026 Period Ending: 01/31/2026

340 - BIKE PATH PROJECT FUND	-78,072.96	0.07	-144,574.36	-144,574.43	0.00
341 - TREES FOREVER PROJECT	46.90	-2,450.07	4,330.18	6,780.25	-4,200.00
350 - GO BONDS CAPITAL PROJEC	0.00	-5,812.94	0.00	5,812.94	-9,965.00
355 - Dangerous & Dilapidated (ir	23,695.61	-63,869.96	-188,894.26	-125,024.30	-109,490.00
362 - 2020 GO BONDS	0.00	0.00	0.00	0.00	0.00
363 - 2021 GO BONDS	-543.53	-1,082,656.68	-3,869,635.38	-2,786,978.70	-1,855,983.00
364 - 2022 GO BONDS	-180,866.09	-2,148,861.82	-2,991,875.51	-843,013.69	-3,683,763.00
365 - 2023 GO BONDS	29,539.36	-5,272,815.87	226,083.45	5,498,899.32	-9,039,113.00
389 - AMERICAN RESCUE PLAN	-47,997.20	-91,000.00	-88,181.84	2,818.16	-156,000.00
610 - WATER POLLUTION CONTRI	0.00	587.23	0.00	-587.23	0.00
611 - WPCP REVENUE	508,599.66	-3,481,842.21	2,272,051.49	5,753,893.70	-5,968,912.00
614 - WPCP CAPITAL IMPROVEMI	3,457.65	29,166.62	26,463.61	-2,703.01	50,000.00
615 - WPCP PLANT & IMPROVEM	-54,713.50	0.00	-54,713.50	-54,713.50	0.00
616 - SANITARY SEWER REHAB PF	0.00	0.00	0.00	0.00	0.00
617 - SANITARY SEWER NEW COM	0.00	4,083.31	99.00	-3,984.31	7,000.00
618 - WPCP INSURANCE RESERVE	586.33	58,310.00	4,487.59	-53,822.41	100,000.00
690 - TRANSIT OPERATING	-24,093.45	-77,049.00	176,415.53	253,464.53	-132,461.00
691 - TRANSIT INSURANCE RESER	74.24	0.00	568.19	568.19	0.00
740 - STORM SEWER UTILITY	74,824.43	-185,499.65	290,977.41	476,477.06	-318,253.00
750 - COMPOSTING FACILITY	1,138.40	-1,433.95	46,593.35	48,027.30	-2,460.00
760 - P&R CONCESSIONS ENTERP	-110.00	1,451.31	-11,994.74	-13,446.05	2,480.00
881 - OCCUPATIONAL INSURANCI	13,409.33	0.00	99,923.16	99,923.16	0.00
884 - GROUP HEALTH INSURANCI	108,658.18	0.00	417,737.89	417,737.89	0.00
886 - WORKMAN'S COMP DEDUC	106.14	0.00	793.54	793.54	0.00
913 - 911 COMMISION	72,307.28	0.00	-132,823.81	-132,823.81	0.00
<b>Report Total:</b>	<b>438,022.40</b>	<b>-15,260,849.45</b>	<b>262,848.51</b>	<b>15,523,697.96</b>	<b>-26,172,394.00</b>



**To:** Mayor and City Council  
**From:** Rick Legg, Street Superintendent, Heather Thomas, Public Works Director  
**Meeting Date:** March 9, 2026  
**Re:** Resolution Declaring Asset #6614, a 2009 International Dump Truck and Asset #7010, a 2015 International Dump Truck, Surplus Property and Authorizing Sale and Disposal thereof from the Street Division of the Public Works Department

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**Strategic Plan Objective:**

No objective covers vehicles used to perform job duties; however, having vehicles in good operating conditions is required to be able to perform job duties.

**Recommended:**

Recommend declaring these dump trucks surplus.

**Budget Impact:**

These trucks are being declared surplus as a result of the city receiving the two dump trucks we ordered in 2022, earlier this year in 2026. All revenue from disposal will go back in fund 110, road use tax, to help offset capital equipment purchases.

**Description/Background:**

We recommend declaring the following items:

- Truck #43
  - a. 2009 International Dump truck w/ plows & spreader
  - b. (Asset #6614/ VIN – 1HTWAAAR39J158420) was acquired new in 2009 for \$100,912.
  - c. We're requesting to declare this truck surplus; it is the oldest one in the Street Department dump truck fleet.
  - d. The oil pan had to be replaced in the past year or so due to rusting out. The frame, brake lines, wiring etc. are all becoming extremely corroded as well.
  - e. Furthermore, after rotating it to a reserve plow truck 4 or 5 years ago, we began utilizing it on a regular basis during the spring, summer and fall periods to pull our Dura Patch machine. This involves a lot of heavy hauling of the rock we use in conjunction with traveling to Tama and back once or twice daily to fill the machine with emulsion for Dura Patching, which has taken a toll on the engine

and transmission.

- Truck #37
  - a. 2015 International Dump truck w/ plows & spreader
  - b. (Asset #7010/ VIN - 3HAWAAAR0GL023572) was acquired new in 2016 for \$132,166.
  - c. In the last 12-18 months, we've experienced several electrical issues that are uncharacteristic for a truck of this age. We've had to replace faulty wiring to the headlights on one occasion and also replace the wiring to the fuel gauge on another. Furthermore, we've experienced many mechanical issues as well. After performing diagnostic tests by City mechanics and Quality Truck here in Marshalltown, it's been determined that the DPF system, fuel injectors, turbo, and inner cooler all need to be replaced. Deleting the DPF system is prohibited by federal law, specifically the Clean Air Act; therefore, it is not in our best interest to continue repairing/operating this system. We've also discovered indications that the transmission may need to be replaced soon as well.

We propose to utilize GovDeals to dispose of these dump trucks.

**Attachments:**

1. 2026-03-09\_2026-029\_Resolution Declaring Property Surplus

**RESOLUTION DECLARING ASSET #6614, A 2009 INTERNATIONAL DUMP TRUCK AND ASSET #7010, A 2015 INTERNATIONAL DUMP TRUCK, 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; and

**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>
#6614	2009 International Dump Truck w/ Plows & Spreader (VIN 1HTWAAAR39J158420)
#7010	2015 International Dump Truck w/ Plows & Spreader (VIN 3HAWAAAR0GL023572)

Passed this 9<sup>th</sup> day of March 2026, and signed this \_\_\_\_\_ day of March 2026.

CITY OF MARSHALLTOWN, IOWA

\_\_\_\_\_  
Mike Ladehoff, Mayor

ATTEST:

\_\_\_\_\_  
Alicia Hunter, CMC, City Clerk



**MARSHALLTOWN  
MORE THAN EVER**

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

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**To:** Mayor and City Council  
**From:** Bob Ranson, WPCP Superintendent, Heather Thomas, Public Works Director  
**Meeting Date:** March 9, 2026  
**Re:** Resolution Approving Agreement for WPC Biosolids Land Application by and Between the City of Marshalltown, Iowa, and Nutri-Ject Systems, Inc. for Hauling and Application on Farm Ground by Field Applicator

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**Strategic Plan Objective:**

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

**Recommended:**

Accept the bid from Nutri-Ject Inc. LLC. for the privately-owned property application up to 10 miles north of the Water Pollution Control Plant.

**Budget Impact:**

With current biosolids solids content and ground available, annual spring application on City Farm is estimated at \$46,500 (separate contract); fall application on privately owned farm ground <10 miles estimated at \$138,660. WPCP operating budget annually accounts for biosolids disposal with a specific line item for disposal and application.

**Description/Background:**

The WPCP annually produces approximately 6 million gallons of biosolids. This material is land applied as an agricultural nutrient benefit. It is applied at the agronomic rate of nitrogen utilization for corn production in accordance with EPA and IDNR regulations. Currently, approximately 3 million gallons is applied via injection utilizing umbilical drag hose directly from WPCP storage tanks, to approximately 170 acres north of Marion St. between 5<sup>th</sup> Avenue and 18<sup>th</sup> Avenue in the Spring. The fall application requires trucking to privately owned farm ground north of town, with a target of being located within 10 miles. It has the additional expense of trucking.

Application needs for future years will be changing with the current sludge thickening project underway at WPC. Upon completion, sludge will be stored as 5-6% solids instead of the current 3% solids. This will require the same amount of ground for application, however the volume of material in storage will be reduced, resulting in fewer gallons per acre and smaller application costs.

If the current City-owned WPC farm property is developed and taken out of production, direct disposal on City property will be removed, all biosolids will have to be trucked to privately owned ground, and disposal costs will increase. We modified our contract with applicators this cycle to allow for flexibility in type and location of application. We also split the contract to allow for independently awarding the biosolids application contract for the WPC farm and the portion that needs hauled, which resulted in two contracts being awarded.

We've had some challenges in timely application by our current contract with Nutri-Ject; therefore, during this bid process, the agreement was changed and communicated to bidders to allow for financial penalties for untimely performance of their duties, provided farmer harvest time nor weather was the cause.

**Attachments:**

1. 2026-03-09\_2026-030\_Resolution Approve Nutri-Ject Agreement for Biosolids Hauling
2. Biosolids Bid Tab 2026
3. 2026 Biosolids Agreement\_FINAL - NutriJect

**RESOLUTION APPROVING AGREEMENT FOR WPC BIOSOLIDS LAND APPLICATION BY AND BETWEEN THE CITY OF MARSHALLTOWN, IOWA, AND NUTRI-JECT SYSTEMS, INC. FOR HAULING AND APPLICATION ON FARM GROUND BY FIELD APPLICATOR**

**WHEREAS**, there is herewith submitted to the City Council of Marshalltown, Iowa, a proposed Agreement for providing removal, transportation, and land application of WPC Biosolids, by and between the City of Marshalltown, Iowa, and Nutri-Ject Systems, Inc.; and

**WHEREAS**, a unit price for injection by field applicator on farms located no more than 10 miles from the WPC Plant has been bid at \$0.0440 / gallon with a per mile adder, over 10-miles, if the farm is located more than 10 miles of \$0.0016 / mile-gallon; and

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

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

**Section 1.** That the agreement by and between the City of Marshalltown, Iowa and Nutri-Ject Systems Inc. for providing removal, transportation, and land application of WPC Biosolids as described in the Agreement attached hereto is 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 the City of Marshalltown.

Passed this 9<sup>th</sup> day of March 2026, and signed this \_\_\_\_\_ day of March 2026.

CITY OF MARSHALLTOWN, IOWA

\_\_\_\_\_  
Mike Ladehoff, Mayor

ATTEST:

\_\_\_\_\_  
Alicia Hunter, CMC, City Clerk

# MARSHALLTOWN

I O W A

## WATER POLLUTION CONTROL

Mike Ladehoff, Mayor  
 Carol Webb, City Administrator  
 Bob Ranson, Superintendent  
 1001 Woodland Street  
 Marshalltown, IA 50158-4911  
 Tel - (641) 754-5709  
 Fax - (641) 754-5741  
 branson@marshalltown-ia.gov

March 2, 2026

### Bids for Biosolids Disposal March 2026-February 2029

	City Farm @ WPCP		Privately-owned Farm Ground <10 Miles		
Contractor	Umbilical Cord	Field Applicator	Umbilical Cord	Field Applicator	Per Mile Charge > 10 Miles
Wulfekuhle	\$0.0225	\$0.0300	\$0.0635	\$0.0615	\$0.003000
Hodges Farms	\$0.0600	\$0.0700	\$0.1000	\$0.1000	\$7.000000
3KAG LLC	<i>Withdrew bid</i>				
Nutri-Ject	\$0.0158	\$0.0158	\$0.0462	\$0.0440	\$0.001600
Midwest Injection	\$0.0155	\$0.0295	\$0.0540	\$0.0540	\$0.000741

	Estimated Annual Contract Value for 3 MG City Farm @ WPCP		Estimated Annual Contract Value for 3 MG Private Farm <10 Miles	
Contractor	Umbilical Cord	Field Applicator	Umbilical Cord	Field Applicator
Wulfekuhle	\$67,500.00	\$90,000.00	\$190,500.00	\$184,500.00
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Midwest Injection	\$46,500.00	\$88,500.00	\$162,000.00	\$162,000.00

Estimated annual value of contract. Based on 3 million gallons of biosolids land applied, by umbilical cord @ WPC (spring), and 3 mil applied by umbilical cord north of town (fall).

Midwest Injection to be awarded City Farm Disposal Contract and Nutri-Ject Systems LLC to be awarded Privately-owned ground Contract.

#### CITY COUNCIL

Sue Cahill, Melisa Fonseca, Mark Mitchell, Greg Nichols,  
 Jeff Schneider, Gary Thompson, Marco A. Yopez-Gomez

**AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR  
WPC BIOSOLIDS LAND APPLICATOR CONTRACT**

This agreement made and entered into this 25th day of March, 2026 by and between the City of Marshalltown, Iowa, a municipal corporation (hereinafter referred to as "City") and **Nutri-Ject Systems, Inc**, a corporation organized and existing under the laws of the State of Iowa and authorized to do business in the State of Iowa, (hereinafter referred to as "Contractor"),

Owner and Contractor hereby agree for and in considerations set forth herein, the sufficiency of which is hereby acknowledged the parties agree as follows:

**A. GENERAL PROVISIONS**

1. Purpose: The purpose of this agreement is to provide for the removal, transportation and disposal of City's biosolids by Contractor on an "as needed" basis. City will provide the biosolids in the form and quantities hereinafter specified. Contractor will remove the biosolids from City's water pollution control facility, transport and dispose of it as is hereinafter set forth. All responsibility for said biosolids, after removal from the water pollution control plant, will be the sole obligation of Contractor and City assumes no responsibility for same, except as provided for in this agreement and as provided by law.
2. Duration of agreement: This agreement shall commence in 2026, as indicated above, and shall continue through February 28, 2029, unless terminated sooner as provided herein.
3. Consideration by City: City shall pay Contractor at the end of each land application period at the following rate(s). Contractors may bid on field applicator, umbilical cord, or both:

A. ~~City of Marshalltown WPC Farm~~

~~Injected by Field Applicator \$ \_\_\_\_\_/gal.~~

~~Injected by Umbilical Cord \$ \_\_\_\_\_/gal.~~

B. Privately-owned Farm Ground (No more than 10 miles from WPC Plant)

**Injected by Field Applicator \$ 0.0440 /gal.**

~~Injected by Umbilical Cord \$ \_\_\_\_\_/gal.~~

**Per mile charge add (if > 10 miles from WPC Plant) \$ 0.0016 /mile-gal.**

\*Note – Refer to A.8 "Timeliness by Contractor" completion section regarding injection vs surface application methods.

C. The price per gallon applied should include all costs associated with transporting the biosolids to the various sites.

4. Mobilization – For umbilical cord land application on privately-owned Farm Ground, the city will provide compensation to the Contractor in the amount \$500.00 per non-adjacent farm ground after the initial frac tank set-up, per application cycle to allow for mobilization/demobilization of their frac tank from one farm to another.
5. Dust Control - Any need for dust control will be determined by the City and the costs incurred for dust control will be paid by the City. Contractor shall be responsible to coordinate the dust control application at no charge to the City.
6. Contractor Experience – Any Contractor wishing to perform this work for the City shall have and hereby certifies a minimum of 1 year of previous experience land applying municipal biosolids. The Contractor shall furnish the City proof of experience, listing of current equipment, and information on staffing level / plan, upon request.
7. Volume Determination - Determination of gallons shall be by magnetic flow meter located at the water pollution control plant, which meter shall be maintained and calibrated as needed at City's expense. Calibration and maintenance records will be available to Contractor upon request.

Contractor shall keep and maintain a log book to record daily loads and volumes and submit totals based on same at the end of each application period which City shall compare with its flow meter records. City will authorize payment based on flow meter records, and payment shall be made to Contractor within 30 days of invoice submission.

In the event discrepancies arise between City and Contractor on volumes, the parties shall immediately attempt to resolve said discrepancies and if unable to do so it shall be submitted to binding arbitration as provided in paragraph D(1).

In the event City's flow meter malfunctions or is not operating, the parties shall determine volumes based on Contractor's log, past experience or other relevant factors.

8. Timeliness by Contractor:
  - a. Spring Application:
    - i. City will notify Contractor no later than January 25<sup>th</sup> of each year if biosolids application is anticipated in the Spring with a rough estimate of how many gallons are available to be applied and the fields available to do so.
    - ii. The Contractor shall be set up and ready to start spring application by March 25<sup>th</sup> of each crop year. If the weather or field conditions are not yet conducive to application, Contractor shall notify the City for coordination of a delayed start date. Once application is underway, the Contractor shall remain on this job as weather/field conditions allow and make continuous progress. Due to the need for farm tenants to plant crops, the Contractor agrees that land application of the city's biosolids will be a priority and will strive to have biosolids applied by May 10<sup>th</sup>.
    - iii. In order to meet late planting dates for insurance guarantees, if it is determined that weather and field conditions between March 25<sup>th</sup> and May 10<sup>th</sup> provided for 15 calendar days suitable for field work, then the

Contractor agrees to pay the City in the form of a financial penalty (deduct) equal to a 1% penalty per gallon per suitable day past May 10<sup>th</sup>.

- b. Fall Application:
  - i. City will notify Contractor no later than September 1st of each year if biosolids application is anticipated in the Fall with a rough estimate of how many gallons are available to be applied and the fields available to do so.
  - ii. It is anticipated that biosolids application may begin immediately following crop harvest, which is typically in late September and October for soybean harvest and late October and November for corn.
  - iii. Beginning October 1, city staff will notify Contractor of progress and any schedule updates on when harvest is anticipated to be complete. Once harvest has been completed, the city will notify the Contractor when the field is available for biosolids application.
  - iv. Late Start Date: The Contractor shall start their land application work within 21 days that are deemed conducive weather and suitable ground conditions for field work from the time they are notified that their field(s) are available for land application or by November 15<sup>th</sup>, whichever is later.
  - v. Contractor agrees to pay the City in the form of a financial penalty (deduct) equal to a 1% penalty per gallon per suitable day past the late start date, as identified in 8.b.iv, above if application of biosolids is not yet started until the time application is started. Once application is underway, the Contractor shall remain on this job as weather/field conditions allow and make continuous progress.
  - vi. Once injection is no longer an option due to ground conditions, surface application methods will govern and extra care, coordination, and communication will be required.
- c. If for any reason the two parties cannot come to an agreement on a settlement for failure to meet the deadlines, the issue will be settled by arbitration as outlined in section D (1).

## **B. RESPONSIBILITY OF CITY**

1. City duties. City shall perform its duties and responsibilities in a timely and workmanlike manner and shall use its employees and facilities to carry out the intent of this agreement.
2. City will provide stabilized sludge from the anaerobic digestion of organic solids at its water pollution control plant in the quantities and quality set forth below for land application.
  - A. Approximately 3 to 8 million gallons per year.
  - B. Sludge that meets the Pathogen and Vector Attraction Reduction requirements of the State and EPA rules.
3. City shall develop and manage a sludge plan.
4. City shall provide Contractor access to the solids loading facility on a 24- hour daily basis. The loading facility shall be provided and maintained by City and shall consist of a building,

two overhead doors, door openers, pump, piping, flow meter, plant roadway and related appurtenances.

5. City shall keep and maintain a semi-tractor trailer loading facility (12 ft. door opening) with the capacity of approximately 1,500 gallons/minute. The City shall also maintain a transfer pump at #5 and #6 holding tanks capable of transferring 500 gpm of biosolids from the #5 and #6 holding tanks to # 4 storage tank.
6. City shall keep and maintain its biosolids management plan and shall timely seek and obtain such additional permits and licenses in the future as may be required to maintain said plan. Contractor shall cooperate with City in obtaining said permits and licenses upon request by City but any expense in obtaining same shall be City's sole obligation.
7. City shall be responsible for all lab testing required to operate under the State and EPA rules. City shall be responsible for providing the Contractor the lab analysis of the biosolids to be applied.
8. City shall coordinate with the Contractor to agree the agronomic loading rate for the biosolids to be applied, as well as supply any other information the contractor may be required to have to meet State and EPA rules.

### **C. RESPONSIBILITY OF CONTRACTOR**

1. Contractor's duties: Contractor shall perform its duties and responsibilities in a timely and workmanlike manner and shall use its employees, equipment and facilities to carry out the intent of this agreement. Contractor shall comply with all laws, rules and regulations of any Federal, State or local jurisdiction relating to its duties under this agreement as same now exists or as they may be in the future.
2. The transportation and application of biosolids shall be done in strict accordance with all Federal, State and local statutes, laws, rules or regulations as same now exist or as they may be altered in the future. The Contractor shall determine the agronomic loading rate for the biosolids based upon information supplied by the City and be responsible for determining the exact areas of application, based on Federal, State and local setbacks.
3. Contractor shall provide City with all information requested by the City relating to its transportation and application of biosolids including but not limited to:
  - a) Semi tractor load sheets
  - b) Applicator load sheets
  - c) Daily gallons applied per City flow meter
  - d) Acres covered
  - e) Drawing of area covered
  - f) Gallons/acre
  - g) Dates, Times & gallons applied per area
  - h) Certification of performance as required by State or EPA rules
  - i) Such other information as City may request

4. Contractor shall be responsible for collecting a grab sample of the biosolids being loaded every 4 hours during the application period.
5. Contractor shall be responsible for maintaining the loading facility at the water pollution control plant in a clean and neat manner and shall promptly at time of occurrence clean up any spills at said plant. Contractor shall wash walls, floor and equipment as needed. Contractor shall be solely responsible for any spills in transit or at the farm site and shall promptly at time of occurrence clean up any such spills. Transport vehicles will be kept clean and free of spilled biosolids.
6. Contractor shall provide all equipment and personnel required to load, transport, store and dispose of biosolids to include a minimum of three tankers of not less than 5,500 gallons each in capacity. Contractor shall comply with all Federal, State and local laws relating to transportation and application of biosolids, as well as local traffic laws and shall adhere to the directions of the water pollution control plant Director in operating vehicles at said plant. All equipment will be maintained in leak proof and spill proof condition.
7. Contractor shall apply the biosolids to the farm ground at a rate not to exceed the crops agronomic uptake rates, or less if any law, statute, rule or regulation shall prohibit application at that rate.
8. Contractor shall be familiar with the State and EPA rules and regulations governing the application of biosolids and shall adhere to these rules.
9. Contractor will maintain his equipment at his own expense and shall keep it in good condition. City's facilities shall not be used by Contractor for private use or the storage of Contractor's equipment. Disabled equipment shall be removed from City's property in a timely manner.
10. Contractor shall designate an administrator of this agreement as well as up- to-date address and telephone number.
11. The following land application periods are anticipated and the Contractor shall make himself available at these times, weather permitting:
  - a) March 25th of each year
  - b) October - November each yearIn the event adverse weather conditions make impossible or disrupts application, the Contractor shall be available to commence or continue application as soon as weather conditions permit.
12. The landowner and operator shall always have the authority over the use of the property and the Contractor shall always work with the said owner or operator to insure proper application and good public relations.

13. Contractor shall provide at least one subsurface injection application spreader with at least 3,000 gallons of capacity or an umbilical cord system for each application. The application method shall be determined by the City and the land owner/operator.

#### **D. OTHER PROVISIONS**

1. Arbitration. In the event a dispute arises between the parties as to the meaning or intent of any portions of this agreement, the parties shall promptly meet and attempt to settle same. If they are unable to settle the matter, they shall promptly submit same to an arbitration proceeding. The arbitration shall be as follows:
  - a. The City and Contractor shall each pick one arbitrator and the arbitrators so selected shall pick a third arbitrator. The parties shall then submit the matter to the three arbitrators who shall then settle the dispute by a simple majority vote. Each party shall be responsible for payment of its own arbitrator and shall each pay one-half the cost of the third arbitrator and of any expenses incurred in the arbitration procedures.
2. Insurance. The Contractor shall have the following minimum liability and submit the certificate of insurance with the license or permit application prior to approval of such license or permit.
  - a. Automobile liability: \$1,000,000 combined single limit for bodily injury and property damage.
  - b. General liability insurance:
    - i. \$1,000,000 each occurrence (combined bodily injury and property damage) - premises/operations and products/completed operations;
    - ii. \$1,000,000 personal and advertising injury; and
    - iii. \$2,000,000 general aggregate.
  - c. Workers' compensation (statutory) and employer's liability: \$500,000 per accident/\$500,000 per disease/\$500,000 policy limit.
  - d. All licenses and permits issued requiring a certificate of insurance shall expire annually on the month and day indicated on the expiration date of the certificate of insurance.
  - e. The certificate of insurance shall specifically evidence the amount of insurance coverage, which shall remain in effect for the term of the license, and shall provide that written notice be given to the City Clerk 30 days prior to any change of coverage or termination of policy.
  - f. Individuals contracting directly with the city shall submit a certificate of insurance with at least the above stated minimum coverages and add the city as additional insured.
3. Hold Harmless and Indemnification. Contractor agrees to protect and hold City harmless for any and all liability caused by Contractor's acts or omissions in the performance of this agreement or for the acts or omissions of its agents, employees or officers. Contractor shall, at its sole expense, defend any actions against City and pay any liability for loss to property and persons reasonable related to the performance of this agreement.

4. Contractor not an employee. It is understood and agreed the Contractor is performing under this agreement as an independent contractor and is not an employee of the City, nor its employees, officers and agents. Contractor shall timely pay all Federal and State employment taxes and insurance on its own employees and officers.

Contractor shall timely pay all obligations it incurs in the performance of this agreement and shall not allow any liens to be placed against City or its property, against Contractor or its property.

5. Patents. Contractor shall pay all royalties and license fees and shall hold and save the City, its officers, agents, servants and employees harmless from liability of any nature and kind, including costs and expenses for or on account of any patented or unpatented invention, process, article or appliance manufactured or used in the performance of the contract, including its use by the City in this respect. The Contractor shall defend all suits and claims for infringement of any patent or license rights.
6. Assignment. This agreement is solely with Contractor based on its reputation and past performance and as such no sale, assignment, transfer or conveyance of same, in whole or in part, shall be permitted without written consent to same by City. Any attempt to sell, assign, transfer or convey the agreement without consent of City shall be a breach of this agreement by Contractor.
7. Breach of contract and remedies. The essence of this agreement is the timely removal and application of City's biosolids in the manner provided by Federal, State and local laws, statutes and ordinances as well as rules or regulations as same now exist or as they may be promulgated in the future. Any failure of Contractor to perform his duties and responsibilities under any clause of this agreement shall constitute a material breach of contract and City may, at its sole option, proceed with any legal or equitable remedy available to it. Any failure by City to proceed with action following a breach shall not be deemed to be a waiver of same.

In addition to the foregoing remedies, City may elect to terminate this agreement upon 10 days written notice for breach of any of its terms by Contractor unless the defect or non-performance is remedied by Contractor. However, City may under any circumstances, immediately terminate this agreement without notice, upon violation by Contractor of any provision of this agreement resulting in a disruption of biosolids removal from City's water pollution control facility to the extent of exceeding City's storage capacities or the City or Contractor is ordered to cease its operations in biosolids disposal by any Federal or State agency, commission, board or Court, in which event this agreement shall be totally null and void.

8. Destruction of premises. In the event of total or partial destruction of City's water pollution control facility by fire, windstorm, or other casualty, making it impossible for City to perform hereunder, the provisions of this agreement shall terminate until such time as City restores said premises and is able to perform.

9. A pre-start-up conference shall be held before each application to discuss the farm site, application requirement, Plant valving and pumping, and other items of importance.
10. Any written notice shall be given by either party by service as provided in the Iowa Rules of Civil Procedure or by certified mail, addressed to said party, with sufficient postage and addressed as follows:

CITY:

City Clerk  
 Municipal Building  
 24 North Center Street  
 Marshalltown, Iowa 50158

CONTRACTOR:

Nutri-Ject Systems, Inc  
 515 5<sup>th</sup> St.  
 Hudson, IA 50643  
 Tax ID# 42-1248816

CITY OF MARSHALLTOWN, IOWA:

BY: \_\_\_\_\_  
 Mike Ladehoff, Mayor

CONTRACTOR:

BY: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
 Alicia Hunter, City Clerk

BY: \_\_\_\_\_



**MARSHALLTOWN  
MORE THAN EVER**

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

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**To:** Mayor and City Council  
**From:** Bob Ranson, WPCP Superintendent, Heather Thomas, Public Works Director  
**Meeting Date:** March 9, 2026  
**Re:** Resolution Approving Agreement for WPC Biosolids Land Application by and Between the City of Marshalltown, Iowa, and Midwest Injection Inc. for Application on WPC Farm Ground through Injection by Umbilical Cord

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**Strategic Plan Objective:**

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

**Recommended:**

Accept the bid from Midwest Injection for the biosolids application to the city-owned farm located at Water Pollution Control Plant.

**Budget Impact:**

With current biosolids solids content and ground available, annual spring application on City Farm is estimated at \$46,500; fall application on privately owned farm ground <10 miles estimated at \$138,660 (separate contract). WPCP operating budget annually accounts for biosolids disposal with a specific line item for disposal and application.

**Description/Background:**

The WPCP annually produces approximately 6 million gallons of biosolids. This material is land applied as an agricultural nutrient benefit. It is applied at the agronomic rate of nitrogen utilization for corn production in accordance with EPA and IDNR regulations. Currently, approximately 3 million gallons is applied via injection utilizing umbilical drag hose directly from WPCP storage tanks, to approximately 170 acres north of Marion St. between 5<sup>th</sup> Av. and 18<sup>th</sup> Av in the Spring. The fall application requires trucking to privately owned farm ground north of town, with a target of being located within 10 miles. It has the additional expense of trucking.

Application needs for future years will be changing with the current sludge thickening project underway at WPC. Upon completion, sludge will be stored as 5-6% solids instead of the current 3% solids. This will require the same amount of ground for application, however the volume of material in storage will be reduced, resulting in fewer gallons per acre and smaller application costs.

If the current City owned WPC farm property is developed and taken out of production, direct disposal on City property will be removed, all biosolids will have to be trucked to privately owned ground, and disposal costs will increase. We modified our contract with applicators this cycle to allow for flexibility in type and location of application. We also split the contract to allow for independently awarding the biosolids application contract for the WPC farm and the portion that needs hauled, which resulted in two contracts being awarded.

We've had some challenges in timely application by our current contract with Nutri-Ject; therefore, during this bid process, the agreement was changed and communicated to bidders to allow for financial penalties for untimely performance of their duties, provided farmer harvest time nor weather was the cause.

**Attachments:**

1. 2026-03-09\_2026-031\_Resolution Approve Midwest Injection Agreement for Biosolids Application
2. Biosolids Bid Tab 2026
3. 2026 Biosolids Agreement\_FINAL - Midwest Injection

**RESOLUTION APPROVING AGREEMENT FOR WPC BIOSOLIDS LAND APPLICATION BY AND BETWEEN THE CITY OF MARSHALLTOWN, IOWA, AND MIDWEST INJECTION INC. FOR APPLICATION ON WPC FARM GROUND THROUGH INJECTION BY UMBILICAL CORD**

**WHEREAS**, there is herewith submitted to the City Council of Marshalltown, Iowa, a proposed Agreement for providing land application of WPC Biosolids, by and between the City of Marshalltown, Iowa, and Midwest Injection, Inc.; and

**WHEREAS**, a unit price for injection by umbilical cord on the WPC farm has been bid at \$0.0155 / gallon; and

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

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

**Section 1.** That the agreement by and between the City of Marshalltown, Iowa and Midwest Injection, Inc. for providing land application of WPC Biosolids as described in the Agreement attached hereto is 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 the City of Marshalltown.

Passed this 9<sup>th</sup> day of March 2026, and signed this \_\_\_\_\_ day of March 2026.

CITY OF MARSHALLTOWN, IOWA

\_\_\_\_\_  
Mike Ladehoff, Mayor

ATTEST:

\_\_\_\_\_  
Alicia Hunter, CMC, City Clerk

# MARSHALLTOWN

I O W A

## WATER POLLUTION CONTROL

Mike Ladehoff, Mayor  
 Carol Webb, City Administrator  
 Bob Ranson, Superintendent  
 1001 Woodland Street  
 Marshalltown, IA 50158-4911  
 Tel - (641) 754-5709  
 Fax - (641) 754-5741  
 branson@marshalltown-ia.gov

March 2, 2026

### Bids for Biosolids Disposal March 2026-February 2029

	City Farm @ WPCP		Privately-owned Farm Ground <10 Miles		
Contractor	Umbilical Cord	Field Applicator	Umbilical Cord	Field Applicator	Per Mile Charge > 10 Miles
Wulfekuhle	\$0.0225	\$0.0300	\$0.0635	\$0.0615	\$0.003000
Hodges Farms	\$0.0600	\$0.0700	\$0.1000	\$0.1000	\$7.000000
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	Estimated Annual Contract Value for 3 MG City Farm @ WPCP		Estimated Annual Contract Value for 3 MG Private Farm <10 Miles	
Contractor	Umbilical Cord	Field Applicator	Umbilical Cord	Field Applicator
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Estimated annual value of contract. Based on 3 million gallons of biosolids land applied, by umbilical cord @ WPC (spring), and 3 mil applied by umbilical cord north of town (fall).

Midwest Injection to be awarded City Farm Disposal Contract and Nutri-Ject Systems LLC to be awarded Privately-owned ground Contract.

#### CITY COUNCIL

Sue Cahill, Melisa Fonseca, Mark Mitchell, Greg Nichols,  
 Jeff Schneider, Gary Thompson, Marco A. Yopez-Gomez

**AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR  
WPC BIOSOLIDS LAND APPLICATOR CONTRACT**

This agreement made and entered into this 9th day of March, 2026 by and between the City of Marshalltown, Iowa, a municipal corporation (hereinafter referred to as "City") and **Midwest Injection Inc**, a corporation organized and existing under the laws of the State of Iowa and authorized to do business in the State of Iowa, (hereinafter referred to as "Contractor"),

Owner and Contractor hereby agree for and in considerations set forth herein, the sufficiency of which is hereby acknowledged the parties agree as follows:

**A. GENERAL PROVISIONS**

1. Purpose: The purpose of this agreement is to provide for the removal, transportation and disposal of City's biosolids by Contractor on an "as needed" basis. City will provide the biosolids in the form and quantities hereinafter specified. Contractor will remove the biosolids from City's water pollution control facility, transport and dispose of it as is hereinafter set forth. All responsibility for said biosolids, after removal from the water pollution control plant, will be the sole obligation of Contractor and City assumes no responsibility for same, except as provided for in this agreement and as provided by law.
2. Duration of agreement: This agreement shall commence in 2026, as indicated above, and shall continue through February 28, 2029, unless terminated sooner as provided herein.
3. Consideration by City: City shall pay Contractor at the end of each land application period at the following rate(s). Contractors may bid on field applicator, umbilical cord, or both:

A. City of Marshalltown - WPC Farm

~~Injected by Field Applicator~~ — \$ \_\_\_\_\_ /gal.

**Injected by Umbilical Cord     \$ 0.0155 /gal.**

\*Note – Refer to A.8 "Timeliness by Contractor" completion section regarding injection vs surface application methods.

~~B. Privately owned Farm Ground (No more than 10 miles from WPC Plant)~~

~~Injected by Field Applicator~~ — \$ \_\_\_\_\_ /gal.

~~Injected by Umbilical Cord~~ — \$ \_\_\_\_\_ /gal.

~~Per mile charge add (if > 10 miles from WPC Plant) \$ \_\_\_\_\_ /mile gal.~~

- C. The price per gallon applied should include all costs associated with transporting the biosolids to the various sites.

4. Mobilization – For umbilical cord land application on privately-owned Farm Ground, the city will provide compensation to the Contractor in the amount \$500.00 per non-adjacent farm ground after the initial frac tank set-up, per application cycle to allow for mobilization/demobilization of their frac tank from one farm to another.
5. Dust Control - Any need for dust control will be determined by the City and the costs incurred for dust control will be paid by the City. Contractor shall be responsible to coordinate the dust control application at no charge to the City.
6. Contractor Experience – Any Contractor wishing to perform this work for the City shall have and hereby certifies a minimum of 1 year of previous experience land applying municipal biosolids. The Contractor shall furnish the City proof of experience, listing of current equipment, and information on staffing level / plan, upon request.
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Contractor shall keep and maintain a log book to record daily loads and volumes and submit totals based on same at the end of each application period which City shall compare with its flow meter records. City will authorize payment based on flow meter records, and payment shall be made to Contractor within 30 days of invoice submission.

In the event discrepancies arise between City and Contractor on volumes, the parties shall immediately attempt to resolve said discrepancies and if unable to do so it shall be submitted to binding arbitration as provided in paragraph D(1).

In the event City's flow meter malfunctions or is not operating, the parties shall determine volumes based on Contractor's log, past experience or other relevant factors.

8. Timeliness by Contractor:
  - a. Spring Application:
    - i. City will notify Contractor no later than January 25<sup>th</sup> of each year if biosolids application is anticipated in the Spring with a rough estimate of how many gallons are available to be applied and the fields available to do so.
    - ii. The Contractor shall be set up and ready to start spring application by March 25<sup>th</sup> of each crop year. If the weather or field conditions are not yet conducive to application, Contractor shall notify the City for coordination of a delayed start date. Once application is underway, the Contractor shall remain on this job as weather/field conditions allow and make continuous progress. Due to the need for farm tenants to plant crops, the Contractor agrees that land application of the city's biosolids will be a priority and will strive to have biosolids applied by May 10<sup>th</sup>.
    - iii. In order to meet late planting dates for insurance guarantees, if it is determined that weather and field conditions between March 25<sup>th</sup> and May

10<sup>th</sup> provided for 15 calendar days suitable for field work, then the Contractor agrees to pay the City in the form of a financial penalty (deduct) equal to a 1% penalty per gallon per suitable day past May 10<sup>th</sup>.

b. Fall Application:

- i. City will notify Contractor no later than September 1st of each year if biosolids application is anticipated in the Fall with a rough estimate of how many gallons are available to be applied and the fields available to do so.
- ii. It is anticipated that biosolids application may begin immediately following crop harvest, which is typically in late September and October for soybean harvest and late October and November for corn.
- iii. Beginning October 1, city staff will notify Contractor of progress and any schedule updates on when harvest is anticipated to be complete. Once harvest has been completed, the city will notify the Contractor when the field is available for biosolids application.
- iv. Late Start Date: The Contractor shall start their land application work within 21 days that are deemed conducive weather and suitable ground conditions for field work from the time they are notified that their field(s) are available for land application or by November 15<sup>th</sup>, whichever is later.
- v. Contractor agrees to pay the City in the form of a financial penalty (deduct) equal to a 1% penalty per gallon per suitable day past the late start date, as identified in 8.b.iv, above if application of biosolids is not yet started until the time application is started. Once application is underway, the Contractor shall remain on this job as weather/field conditions allow and make continuous progress.
- vi. Once injection is no longer an option due to ground conditions, surface application methods will govern and extra care, coordination, and communication will be required.

- c. If for any reason the two parties cannot come to an agreement on a settlement for failure to meet the deadlines, the issue will be settled by arbitration as outlined in section D (1).

## **B. RESPONSIBILITY OF CITY**

1. City duties. City shall perform its duties and responsibilities in a timely and workmanlike manner and shall use its employees and facilities to carry out the intent of this agreement.
2. City will provide stabilized sludge from the anaerobic digestion of organic solids at its water pollution control plant in the quantities and quality set forth below for land application.
  - A. Approximately 3 to 8 million gallons per year.
  - B. Sludge that meets the Pathogen and Vector Attraction Reduction requirements of the State and EPA rules.
3. City shall develop and manage a sludge plan.
4. City shall provide Contractor access to the solids loading facility on a 24- hour daily basis.

The loading facility shall be provided and maintained by City and shall consist of a building, two overhead doors, door openers, pump, piping, flow meter, plant roadway and related appurtenances.

5. City shall keep and maintain a semi-tractor trailer loading facility (12 ft. door opening) with the capacity of approximately 1,500 gallons/minute. The City shall also maintain a transfer pump at #5 and #6 holding tanks capable of transferring 500 gpm of biosolids from the #5 and #6 holding tanks to # 4 storage tank.
6. City shall keep and maintain its biosolids management plan and shall timely seek and obtain such additional permits and licenses in the future as may be required to maintain said plan. Contractor shall cooperate with City in obtaining said permits and licenses upon request by City but any expense in obtaining same shall be City's sole obligation.
7. City shall be responsible for all lab testing required to operate under the State and EPA rules. City shall be responsible for providing the Contractor the lab analysis of the biosolids to be applied.
8. City shall coordinate with the Contractor to agree the agronomic loading rate for the biosolids to be applied, as well as supply any other information the contractor may be required to have to meet State and EPA rules.

### **C. RESPONSIBILITY OF CONTRACTOR**

1. Contractor's duties: Contractor shall perform its duties and responsibilities in a timely and workmanlike manner and shall use its employees, equipment and facilities to carry out the intent of this agreement. Contractor shall comply with all laws, rules and regulations of any Federal, State or local jurisdiction relating to its duties under this agreement as same now exists or as they may be in the future.
2. The transportation and application of biosolids shall be done in strict accordance with all Federal, State and local statutes, laws, rules or regulations as same now exist or as they may be altered in the future. The Contractor shall determine the agronomic loading rate for the biosolids based upon information supplied by the City and be responsible for determining the exact areas of application, based on Federal, State and local setbacks.
3. Contractor shall provide City with all information requested by the City relating to its transportation and application of biosolids including but not limited to:
  - a) Semi tractor load sheets
  - b) Applicator load sheets
  - c) Daily gallons applied per City flow meter
  - d) Acres covered
  - e) Drawing of area covered
  - f) Gallons/acre
  - g) Dates, Times & gallons applied per area
  - h) Certification of performance as required by State or EPA rules

- i) Such other information as City may request
4. Contractor shall be responsible for collecting a grab sample of the biosolids being loaded every 4 hours during the application period.
5. Contractor shall be responsible for maintaining the loading facility at the water pollution control plant in a clean and neat manner and shall promptly at time of occurrence clean up any spills at said plant. Contractor shall wash walls, floor and equipment as needed. Contractor shall be solely responsible for any spills in transit or at the farm site and shall promptly at time of occurrence clean up any such spills. Transport vehicles will be kept clean and free of spilled biosolids.
6. Contractor shall provide all equipment and personnel required to load, transport, store and dispose of biosolids to include a minimum of three tankers of not less than 5,500 gallons each in capacity. Contractor shall comply with all Federal, State and local laws relating to transportation and application of biosolids, as well as local traffic laws and shall adhere to the directions of the water pollution control plant Director in operating vehicles at said plant. All equipment will be maintained in leak proof and spill proof condition.
7. Contractor shall apply the biosolids to the farm ground at a rate not to exceed the crops agronomic uptake rates, or less if any law, statute, rule or regulation shall prohibit application at that rate.
8. Contractor shall be familiar with the State and EPA rules and regulations governing the application of biosolids and shall adhere to these rules.
9. Contractor will maintain his equipment at his own expense and shall keep it in good condition. City's facilities shall not be used by Contractor for private use or the storage of Contractor's equipment. Disabled equipment shall be removed from City's property in a timely manner.
10. Contractor shall designate an administrator of this agreement as well as up- to-date address and telephone number.
11. The following land application periods are anticipated and the Contractor shall make himself available at these times, weather permitting:
  - a) March 25th of each year
  - b) October - November each yearIn the event adverse weather conditions make impossible or disrupts application, the Contractor shall be available to commence or continue application as soon as weather conditions permit.
12. The landowner and operator shall always have the authority over the use of the property and the Contractor shall always work with the said owner or operator to insure proper application and good public relations.

13. Contractor shall provide at least one subsurface injection application spreader with at least 3,000 gallons of capacity or an umbilical cord system for each application. The application method shall be determined by the City and the land owner/operator.

#### **D. OTHER PROVISIONS**

1. Arbitration. In the event a dispute arises between the parties as to the meaning or intent of any portions of this agreement, the parties shall promptly meet and attempt to settle same. If they are unable to settle the matter, they shall promptly submit same to an arbitration proceeding. The arbitration shall be as follows:
  - a. The City and Contractor shall each pick one arbitrator and the arbitrators so selected shall pick a third arbitrator. The parties shall then submit the matter to the three arbitrators who shall then settle the dispute by a simple majority vote. Each party shall be responsible for payment of its own arbitrator and shall each pay one-half the cost of the third arbitrator and of any expenses incurred in the arbitration procedures.
2. Insurance. The Contractor shall have the following minimum liability and submit the certificate of insurance with the license or permit application prior to approval of such license or permit.
  - a. Automobile liability: \$1,000,000 combined single limit for bodily injury and property damage.
  - b. General liability insurance:
    - i. \$1,000,000 each occurrence (combined bodily injury and property damage) - premises/operations and products/completed operations;
    - ii. \$1,000,000 personal and advertising injury; and
    - iii. \$2,000,000 general aggregate.
  - c. Workers' compensation (statutory) and employer's liability: \$500,000 per accident/\$500,000 per disease/\$500,000 policy limit.
  - d. All licenses and permits issued requiring a certificate of insurance shall expire annually on the month and day indicated on the expiration date of the certificate of insurance.
  - e. The certificate of insurance shall specifically evidence the amount of insurance coverage, which shall remain in effect for the term of the license, and shall provide that written notice be given to the City Clerk 30 days prior to any change of coverage or termination of policy.
  - f. Individuals contracting directly with the city shall submit a certificate of insurance with at least the above stated minimum coverages and add the city as additional insured.
3. Hold Harmless and Indemnification. Contractor agrees to protect and hold City harmless for any and all liability caused by Contractor's acts or omissions in the performance of this agreement or for the acts or omissions of its agents, employees or officers. Contractor shall, at its sole expense, defend any actions against City and pay any liability for loss to property and persons reasonable related to the performance of this agreement.

4. Contractor not an employee. It is understood and agreed the Contractor is performing under this agreement as an independent contractor and is not an employee of the City, nor its employees, officers and agents. Contractor shall timely pay all Federal and State employment taxes and insurance on its own employees and officers.

Contractor shall timely pay all obligations it incurs in the performance of this agreement and shall not allow any liens to be placed against City or its property, against Contractor or its property.

5. Patents. Contractor shall pay all royalties and license fees and shall hold and save the City, its officers, agents, servants and employees harmless from liability of any nature and kind, including costs and expenses for or on account of any patented or unpatented invention, process, article or appliance manufactured or used in the performance of the contract, including its use by the City in this respect. The Contractor shall defend all suits and claims for infringement of any patent or license rights.
6. Assignment. This agreement is solely with Contractor based on its reputation and past performance and as such no sale, assignment, transfer or conveyance of same, in whole or in part, shall be permitted without written consent to same by City. Any attempt to sell, assign, transfer or convey the agreement without consent of City shall be a breach of this agreement by Contractor.
7. Breach of contract and remedies. The essence of this agreement is the timely removal and application of City's biosolids in the manner provided by Federal, State and local laws, statutes and ordinances as well as rules or regulations as same now exist or as they may be promulgated in the future. Any failure of Contractor to perform his duties and responsibilities under any clause of this agreement shall constitute a material breach of contract and City may, at its sole option, proceed with any legal or equitable remedy available to it. Any failure by City to proceed with action following a breach shall not be deemed to be a waiver of same.

In addition to the foregoing remedies, City may elect to terminate this agreement upon 10 days written notice for breach of any of its terms by Contractor unless the defect or non-performance is remedied by Contractor. However, City may under any circumstances, immediately terminate this agreement without notice, upon violation by Contractor of any provision of this agreement resulting in a disruption of biosolids removal from City's water pollution control facility to the extent of exceeding City's storage capacities or the City or Contractor is ordered to cease its operations in biosolids disposal by any Federal or State agency, commission, board or Court, in which event this agreement shall be totally null and void.

8. Destruction of premises. In the event of total or partial destruction of City's water pollution control facility by fire, windstorm, or other casualty, making it impossible for City to perform hereunder, the provisions of this agreement shall terminate until such time as City restores said premises and is able to perform.

9. A pre-start-up conference shall be held before each application to discuss the farm site, application requirement, Plant valving and pumping, and other items of importance.
10. Any written notice shall be given by either party by service as provided in the Iowa Rules of Civil Procedure or by certified mail, addressed to said party, with sufficient postage and addressed as follows:

CITY:

City Clerk  
Municipal Building  
24 North Center Street  
Marshalltown, Iowa 50158

CONTRACTOR:

Midwest Injection, Inc.  
PO Box 141  
1621 McCabe Lane  
Cascade, IA 52033  
Tax ID# 26-4136685

CITY OF MARSHALLTOWN, IOWA:

BY: \_\_\_\_\_  
Mike Ladehoff, Mayor

CONTRACTOR:

BY: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Alicia Hunter, City Clerk

BY: \_\_\_\_\_



**MARSHALLTOWN  
MORE THAN EVER**

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

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**To:** Mayor and City Council  
**From:** Heather Thomas, Public Works Director  
**Meeting Date:** March 9, 2026  
**Re:** Resolution Approving a Base and Supplemental Agreement for Roadway Maintenance Services on Iowa Highway 14 From Iowa Avenue to Woodland Street Between the City of Marshalltown, Iowa, and the Iowa Department of Transportation Created Pursuant to Chapter 28E.12 of the Iowa Code

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**Strategic Plan Objective:**

None. This is an opportunity to work with other entities, such as Iowa DOT, to improve and assist in providing a safe transportation network thru Marshalltown on Highway 14.

**Recommended:**

City Staff recommend approving base and supplemental agreement.

**Budget Impact:**

Revenue in the amount of \$45,831.15 used towards reimbursement of Street Division expenses.

**Description/Background:**

The City Street Division provides the day-to-day maintenance activities on Highway 14 within City limits from Iowa Avenue to Woodland Street, which equals 18.074 lane miles.

Iowa DOT provides funding for the city to perform those maintenance activities which include minor pavement repairs such as pothole patching, maintaining surface drainage through drainage systems and periodic street sweeping, and snow/ice removal.

The previous base agreement expires June 30, 2026. The proposed base agreement matches all language from the last 5-year base agreement and is for the next five years, July 1, 2026 to June 30, 2031.

This supplemental agreement is for July 1, 2026 to June 30, 2027 and is consistent with the agreement entered for the past five fiscal years. The terms have been reviewed by our Streets Superintendent.

Iowa DOT only reviews reimbursement rates periodically; this reimbursement rate matches FY 2025 & FY 2026.

**Attachments:**

1. 2026-03-09\_2026-032\_Resolution Approving DOT Hwy 14 Base and Supplemental Maintenance Agreement
2. Iowa DOT Marshalltown Maintenance Base Agreement 2027-2031
3. DOT Maintenance Agreement\_FY2027 Hwy14 - Marshalltown

**RESOLUTION APPROVING A BASE AND SUPPLEMENTAL AGREEMENT FOR ROADWAY MAINTENANCE SERVICES ON IOWA HIGHWAY 14 FROM IOWA AVENUE TO WOODLAND STREET BETWEEN THE CITY OF MARSHALLTOWN, IOWA, AND THE IOWA DEPARTMENT OF TRANSPORTATION CREATED PURSUANT TO CHAPTER 28E.12 OF THE IOWA CODE**

**WHEREAS**, the City Council of Marshalltown, Iowa, has historically negotiated a contract for Roadway Maintenance Services pursuant to Chapter 28E of the Iowa Code with the Iowa Department of Transportation; and

**WHEREAS**, our base contract for Roadway Maintenance Services ends June 30, 2026 and both parties wish to enter into a new 5-year services contract; and

**WHEREAS**, a supplemental agreement outlining exact scope from the base contract included and remuneration terms is anticipated annually; and

**WHEREAS**, the City Council of Marshalltown finds that this supplemental agreement for FY27 for services is in the best interest of the City.

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

**Section 1.** That the attached base agreement for services with the Iowa Department of Transportation is hereby approved in all respects and particulars.

**Section 2.** The base agreement for services shall begin on July 1, 2026, and continue through June 30, 2031, and remain in effect until the contract is terminated by either party by written notice at least 30 days prior to the date of cancellation.

**Section 3.** That the attached supplemental agreement for services with the Iowa Department of Transportation is hereby approved in all respects and particulars.

**Section 4.** The supplemental agreement for services shall begin on July 1, 2026, and continue through June 30, 2027, and remain in effect until the contract is terminated by either party by written notice at least 30 days prior to the date of cancellation.

**Section 5.** That the Mayor and City Clerk are hereby authorized and directed to execute said base and supplemental agreements for services on behalf of the City of Marshalltown, and the City Clerk is authorized and directed to file these base and supplemental agreements for services with the Secretary of State, as required by law.

Passed this 9<sup>th</sup> day of March 2026 and signed this \_\_\_\_\_ day of March 2026.

CITY OF MARSHALLTOWN, IOWA

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Mike Ladehoff, Mayor

ATTEST:

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Alicia Hunter, CMC, City Clerk



## Agreement for Maintenance and Repair of Primary Roads in Municipalities

This Agreement made and entered into by and between the Municipality of Marshalltown, Marshall County, Iowa, hereinafter referred to as the Municipality, and the Iowa Department of Transportation, Ames, Iowa, hereinafter referred to as the Department.

### AGREEMENT:

In accord with Provisions of Chapter 28E, Sections 306.3, 306.4, 313.3-5, 313.21-.23, 313.27, 313.36, 314.5, 321.348 and 384.76 of the Code of Iowa and the Iowa Administrative Rules 761 – Chapter 150 (IAC) the Municipality and Department enter into the following agreement regarding maintenance, repair and minor reconstruction of the primary roads within the boundaries of the Municipality.

- I. The Department shall maintain and repair:
  - A. Freeways (functionally classified and constructed)
    1. Maintain highway features including ramps and repairs to bridges.
    2. Provide bridge inspection.
    3. Highway lighting.
  - B. Primary Highways – Urban Cross-Section (curbed) (See Sec. II.A)
    1. Pavement: Maintain and repair pavement and subgrade from face of curb to face of curb (excluding parking lanes, drainage structures, intakes, manholes, public or private utilities, sanitary sewers and storm sewers).
    2. Traffic Services: Provide primary road signing for moving traffic, pavement marking for traffic lanes, guardrail, and stop signs at intersecting streets.
    3. Drainage: Maintain surface drainage within the limits of pavement maintenance described in I.B.1 above.
    4. Snow and Ice Removal: Plow traffic lanes of pavement and bridges and treat pursuant to the Department's policy.
    5. Vehicular Bridges: Structural maintenance and painting as necessary.
    6. Provide bridge inspection.
  - C. Primary Highways – Rural Cross-Section (uncurbed) (See II.B)
    1. Maintain, to Department standards for rural roads, excluding tree removal, sidewalks, and repairs due to utility construction and maintenance.
  - D. City Streets Crossing Freeway Rights of Way (See II.C)
    1. Roadsides within the limits of the freeway fence.
    2. Surface drainage of right of way.
    3. Traffic signs and pavement markings required for freeway operation.
    4. Guardrail at piers and bridge approaches.
    5. Bridges including deck repair, structural repair, berm slope protection and painting.
    6. Pavement expansion relief joints and leveling of bridge approach panels.
- II. The Municipality shall maintain and repair:
  - A. Primary Highways – Urban Cross-Section (curbed) (See Sec. I.B)
    1. Pavement: Maintain and repair pavement in parking lanes, intersections beyond the limits of state pavement maintenance; curbs used to contain drainage; and repairs to all pavement due to utility construction, maintenance and repair.
    2. Traffic Services: Paint parking stalls, stop lines and crosswalks. Maintain, repair and provide energy to traffic signals and street lighting.
    3. Drainage: Maintain storm sewers, manholes, intakes, catch basins and culverts used for collection and disposal of surface drainage.

4. Snow and ice removal: Remove snow windrowed by state plowing operations, remove snow and ice from all areas outside the traffic lanes and load or haul snow which the Municipality considers necessary. Remove snow and ice from sidewalks on bridges used for pedestrian traffic.
  5. Maintain sidewalks, retaining walls and all areas between curb and right-of-way line. This includes the removal of trees as necessary and the trimming of tree branches as necessary.
  6. Clean, sweep and wash streets when considered necessary by the Municipality.
  7. Maintain and repair pedestrian overpasses and underpasses including snow removal, painting and structural repairs.
- B. Primary Highways – Rural Cross-Section (uncurbed) (See Sec. I.C)
    1. Maintain and repair highway facilities due to utility construction and maintenance.
    2. Removal of trees as necessary and the trimming of tree branches as necessary.
    3. Maintain sidewalks.
  - C. City Streets Crossing Freeway Rights of Way (See I.D)
    1. All pavement, subgrade and shoulder maintenance on cross streets except expansion relief joints and bridge approach panel leveling.
    2. Mark traffic lanes on the cross street.
    3. Remove snow on the cross street, including bridges over the freeway.
    4. Clean and sweep bridge decks on streets crossing over freeway.
    5. Maintain all roadside areas outside the freeway fence.
    6. Maintain pedestrian overpasses and underpasses including snow removal, painting, lighting and structural repair.
- III. The Municipality further agrees:
- A. That all traffic control devices placed by the Municipality on primary roads within the Municipal boundaries shall conform to the “Manual on Uniform Traffic Control Devices for Streets and Highways.”
  - B. To prevent encroachment or obstruction within the right of way, the erection of any private signs on the right of way, or on private property which may overhang the right of way and which could obstruct the view of any portion of the road or the traffic signs or traffic control devices contrary to Section 318.11 of the Code of Iowa.
  - C. To comply with all current statutes and regulations pertaining to overlength and overweight vehicles using the primary roads, and to issue special permits for overlength and overweight vehicles only with approval of the Department.
  - D. To comply with the current Utility Accommodation Policy of the Department.
  - E. To comply with the access control policy of the Department by obtaining prior approval of the Department for any changes to existing entrances or for the construction of new entrances.
- IV. Drainage district assessments levied against the primary road within the Municipality shall be shared equally by the Department and the Municipality.
- V. Major construction initiated by the Department and all construction initiated by the Municipality shall be covered by separate agreements.
- VI. The Department and the Municipality may by a separate annual Supplemental Agreement, reallocate any of the responsibilities covered in Section I of this agreement.
- VII. This Agreement shall be in effect for a five-year period from July 1, **2026** to June 30, **2031**

IN WITNESS WHEREOF, The Parties hereto have set their hands, for the purposes herein expressed, on the dates indicated below.

Marshalltown

MUNICIPALITY

IOWA DEPARTMENT OF TRANSPORTATION

By \_\_\_\_\_

By \_\_\_\_\_  
District Engineer

Date \_\_\_\_\_

Date \_\_\_\_\_



**SUPPLEMENTAL AGREEMENT  
For Maintenance of Primary Roads in Municipalities**

This Supplemental Agreement made and entered into by and between the Municipality of Marshalltown, Marshall County, Iowa, hereinafter referred to as the Municipality, and the Iowa Department of Transportation, Ames, Iowa, hereinafter referred to as the Department:

**AGREEMENT:**

- I. This Agreement supplements the Agreement for Maintenance and Repair of Primary Roads in Municipalities entered into by the parties on July 1, 2026, and in effect from July 1, 2026, to June 30, 2031.
- II. The Municipality agrees to perform and accept all responsibility for those maintenance activities listed in Sections I.B.1, I.B.3, I.B.4 and I.C.1 of the basic Agreement, with respect to the primary roads within the corporate limits of the Municipality specifically described in this section.

In consideration thereof, the Department agrees to pay the Municipality at the rate of \$ 2,535.75 / lane mile for acceptable work at the end of the fiscal year ending on June 30<sup>th</sup>:

Route	From	To	Lane Miles	Total Cost
Ia 14	Iowa Avenue	Woodland Street	18.074	\$45,831.15

Pavement maintenance does not include full depth patching and bituminous resurfacing. I.C.1 does not include traffic services and painting and structural repair to bridges.

- III. The Municipality further agrees to perform additional maintenance for the Department on primary roads as specifically described below:

In consideration thereof, the Department agrees to pay the Municipality the following amounts after the work has been completed:

- IV. This Supplemental Agreement may be terminated at any time by either party upon 30 days written notice.
- V. This Supplemental Agreement shall be in effect from July 1, 2026 to June 30, 2027 unless re-negotiated or terminated.

IN WITNESS WHEREOF, the parties hereto have set their hands, for the purposes herein expressed on the dates indicated below.

\_\_\_\_\_  
City of Marshalltown  
MUNICIPALITY

IOWA DEPARTMENT OF TRANSPORTATION

By \_\_\_\_\_

BY \_\_\_\_\_

Print Name:

Allison Smyth, District 1 Engineer

Date \_\_\_\_\_

Date \_\_\_\_\_



**MARSHALLTOWN  
MORE THAN EVER**

**Mike Ladehoff, 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:** March 9, 2026  
**Re:** Resolution Approving a Contract for Roadway Maintenance Services at the Iowa Veterans Home Between the City of Marshalltown, Iowa, and the Iowa Department of Transportation Created Pursuant to Chapter 28E.12 of the Iowa Code

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**Strategic Plan Objective:**

None. This is an opportunity to work with other entities, such as Iowa DOT and the Iowa Veterans Home to improve and assist in providing a safe transportation network at the Iowa Veterans Home.

**Recommended:**

City Staff recommend approving agreement.

**Budget Impact:**

Revenue in the amount of \$595.35 used towards reimbursement of Street Division expenses.

**Description/Background:**

The City Street Division provides maintenance activities limited to street sweeping on roads within the Iowa Veterans Home, which equals 3.78 lane miles.

Iowa DOT provides funding for the city to perform those maintenance activities.

This supplemental agreement is for July 1, 2026 to June 30, 2027 and is consistent with the agreement entered for the past five fiscal years. The terms have been reviewed by our Streets Superintendent.

Iowa DOT only reviews reimbursement rates periodically; this reimbursement rate matches FY 2025 & FY 2026.

**Attachments:**

1. 2026-03-09\_2026-033\_Resolution Approving Annual IVH Maintenance Agreement
2. DOT Maintenance Agreement\_FY2027 IVH - Marshalltown



**RESOLUTION APPROVING A CONTRACT FOR ROADWAY MAINTENANCE SERVICES AT THE IOWA VETERANS HOME BETWEEN THE CITY OF MARSHALLTOWN, IOWA, AND THE IOWA DEPARTMENT OF TRANSPORTATION CREATED PURSUANT TO CHAPTER 28E.12 OF THE IOWA CODE**

**WHEREAS**, the City Council of Marshalltown, Iowa, has negotiated a contract for Roadway Maintenance Services pursuant to Chapter 28E of the Iowa Code with the Iowa Department of Transportation; and

**WHEREAS**, the City Council of Marshalltown finds that this contract for services is in the best interest of the City.

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

**Section 1.** That the attached contract for services with the Iowa Department of Transportation is hereby approved in all respects and particulars.

**Section 2.** The contract for services shall begin on July 1, 2026, and continue through June 30, 2027, and remain in effect until the contract is terminated by either party by written notice at least 30 days prior to the date of cancellation.

**Section 3.** That the Mayor and City Clerk are hereby authorized and directed to execute said contract for services on behalf of the City of Marshalltown, and the City Clerk is authorized and directed to file this contract for services with the Secretary of State, as required by law.

Passed this 9<sup>th</sup> day of March 2026 and signed this \_\_\_\_\_ day of March 2026.

CITY OF MARSHALLTOWN, IOWA

\_\_\_\_\_  
Mike Ladehoff, Mayor

ATTEST:

\_\_\_\_\_  
Alicia Hunter, CMC, City Clerk



### ROADWAY MAINTENANCE AGREEMENT

INSTITUTION	Iowa Veterans Home
AGENCY	
COUNTY	
CITY	Marshalltown

This written agreement made and entered into by and between [City of Marshalltown](#), Party of the First Part, and the Iowa Department of Transportation, Party of the Second Part. The parties hereby desire to enter into this roadway maintenance agreement for the following roadway:

[Institutional roads at the Iowa Veterans Home in Marshalltown, Iowa](#)

#### 1. ROUTINE MAINTENANCE

- A. Party of the First Part will perform the following routine maintenance:  
[Street Sweeping](#)
- B. Party of the First Part will perform the above described routine maintenance in compliance with the Iowa Department of Transportation’s standard maintenance policies and procedures which include, but are not limited to, the Department’s standards for maintenance activities and instructional memorandums. Particularly, Party of the First Part shall comply with:  
[Not applicable](#)
- C. Party of the Second Part will perform the following routine maintenance:  
[Not applicable](#)

#### 2. SPECIAL MAINTENANCE

- A. Party of the First Part will perform the following special maintenance:  
[Not applicable](#)
- B. Party of the First Part will perform the above described special maintenance in compliance with the Iowa Department of Transportation’s standard maintenance policies and procedures which include, but are not limited to, the Department’s standards for maintenance activities and instructional memorandums. Particularly, Party of the First Part shall comply with:  
[Not applicable](#)
- C. Party of the Second Part will perform the following special maintenance:  
[Not applicable](#)

#### 3. PAYMENT

- A. It is agreed that payment for the routine maintenance operations will be made after the work has been completed for the fiscal year ending June 30, and payment for maintenance operations will be made after the work has been completed. It is also understood and agreed that the right is reserved by both Parties to review, adjust, or terminate this Agreement at any time, provided however that written notice be given either Party at least thirty days prior to such review, adjustment, or termination.

B. Payment for routine maintenance at the rate of \$ 157.50 per lane mile per year.

Total lane miles 3.78 at \$ 157.50 per lane mile = \_\_\_\_\_ \$ 595.35

C. Payment for special maintenance shall be made as follows:

**4. AGREEMENT TIME PERIOD**

Beginning Date: 7/1/2026

Ending Date: 6/30/2027

- 5. Party of the First Part agrees to indemnify and save harmless the Party of the Second Part, the State of Iowa, and its agents or employees from any and all causes of action, suits, at law or in equity, for losses, damages, claims or demands, and from any and all liability and expense of whatsoever nature (including reasonable attorney fees), arising out of or in connection with the execution, performance, or attempted performance of this Agreement and work provided herein.
- 6. If any section, provision or part of this Agreement shall be found to be invalid or unconstitutional, such judgment shall not affect the validity of the Agreement as a whole or any section, provision, or part thereof not found to be invalid or unconstitutional.
- 7. Party of the First Part will follow all federal and state laws and regulations with regard to worker safety and the handling and disposal of hazardous waste and/or substances in performing any maintenance task.
- 8. Any subsequent change or modification to the terms of this Agreement shall be in the form of a duly executed addendum or amendment to this Agreement.

**RECOMMENDED FOR APPROVAL:**

City of Marshalltown  
(AGENCY) (COUNTY) (CITY) (BOARD)

BY \_\_\_\_\_ (DATE)

TITLE \_\_\_\_\_

IOWA DEPARTMENT OF TRANSPORTATION

BY \_\_\_\_\_ (DATE)  
District Engineer



**MARSHALLTOWN  
MORE THAN EVER**

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

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**To:** Mayor and City Council  
**From:** Heather Thomas, Public Works Director  
**Meeting Date:** March 9, 2026  
**Re:** Resolution Authorizing the Use of Funding Allocated to the Downtown E Main St / Center St Reconstruction Project, #STR22002, Towards Alley Repair Work in the Vicinity of Said Project

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**Strategic Plan Objective:**

Continually improve and sustain the City's infrastructure, organization, and services; Partner with citizens, for-profit, non-profit, and others to improve quality of life.

**Recommended:**

These items were discussed at the February 23, 2026 council meeting in which Council provided direction to City Staff to utilize money allocated towards the E Main St / Center St Reconstruction Project, STR22002, to address some surface maintenance on alleys located north and south of E Main St between 1<sup>st</sup> Ave and 2<sup>nd</sup> Ave. Any funds utilized for this alley work will come from the allocation of funding towards the E Main St / Center St Reconstruction Project, STR22002.

**Budget Impact:**

Exact costs to be determined during construction and further refinement on limits. City has received budgetary cost estimates from MAAP, a Contractor that the County is using for asphalt work in the County's parking lot:

- Marshall County – Alleys adjacent to County Parking, east of courthouse
  - Drainage and Utility concerns and ability to tie-in to various edges may dictate area able to be addressed. The north/south alley immediately adjacent to County parking areas was estimated to be about \$6,100 for some asphalt smoothing/surface wear coat if we are able to get utility companies to provide adjustments to their access points. To address north/south and east/west alley immediately adjacent to paving areas, the estimate was about \$12,700.
  
- Arts & Culture Alliance – “The Lane” Pedestrian Alley

- Estimated costs of \$6,700

Funding for these items will come from reallocating some of the bond funds allocated to the downtown E Main St / Center St Reconstruction project, that is currently held as contingency in that project towards these efforts.

**Description/Background:**

These items were discussed at the February 23, 2026 council meeting. This resolution is to provide for documentation of what projects bond funds are allocated towards.

MARSHALL COUNTY – ALLEYS ADJACENT TO COUNTY PARKING, EAST OF COURTHOUSE

Marshall County wishes to address the surface course of their parking area east of 1<sup>st</sup> Ave through an asphalt overlay to aid in leveling and reducing trip hazards. In large areas of paved surfaces with multiple property owners abutting each other, utilizing overlay can be challenging and increases the chance to cause drainage issues. Marshall County reached out to city staff to inquire if the City would be willing to do the same to the alley's adjacent to the area they wish to overlay to help alleviate some of those drainage concerns at their edges. Extra care during construction would be needed not to create drainage issues at the edge of the alleys.

A recent sanitary sewer CIPP project did line the sanitary sewer in the n/s alley; however, were unable to line the sanitary sewer in the e/w alley due to protruding taps that were not able to be robotically removed.

City staff met with Marshall County's selected Contractor, MAAP, on-site to talk through these areas. MAAP is concerned of alley thickness, which is why they are only doing a surface mill and not full-depth mill and recommending an overlay which would raise the surface. There are five access hand holes / manholes within the alley. MAAP asked that we require those utility companies to provide / raise their handholes between 1-2" to allow the overlay. The city owns one of those five utilities; city is making effort to identify/contact other utilities to have discussions on their structures. Historically, this has been a challenge to get cooperation, especially timely cooperation on these types of activities. Some of the scope / allowable work area would be contingent on these utilities. Some internal discussions were had about holding off on the e/w alley to allow for work on the sanitary sewer; however, while open cutting to address the taps is needed a some point – there are no known other issues that would dictate that to be prioritized and if this coordination with the county is helpful to them, the taps could be noted for a future project to address at a later date and is not considered an emergent issue.

The target project schedule would be prior to the end of this FY, (prior to June 30, 2026).





#### ARTS & CULTURE ALLIANCE – “THE LANE” PEDESTRIAN ALLEY

ACA had shared the proposal for “The Lane” pedestrian alley with me. While I reviewed the proposal and provided comments regarding blocking vehicle access, coordination with the Downtown project, and considerations for utility access that would be needed for the many utilities through the alley, I noticed some of the proposal included several planters and benches along the sides of the alley.

The center of the alley, is in good-fair condition (in comparison to some downtown alleys – it is smoother in the center with less random cracking and utility patches); however, the edges adjacent to the buildings are in a rough condition. The edges are not very aesthetically appealing and the uneven edges that may not be where you’d want pedestrian traffic. City staff reviewed property boundaries and confirmed that city alley property was essentially building face to building face, even though there are stairs and other adjacent building bump outs located within the alley.

This proposal would help soften the variations, provide a more consistent surface course that would extend building face to building face.

ACA is anticipating their work to be completed sometime in July or August, so we would want this work to happen prior to that. We would request this work be completed this FY (prior to June 30).

*The ACA did not request this work to support this project; this request and obtaining a quote for some surface improvements was initiated by city staff. Any surface work would be harder to do in*

*the future after "The Lane" elements are installed.*



**Attachments:**

- 1. 2026-03-09\_2026-034\_Resolution Authorizing Use of Bond Funds for Downtown Alleyway Repairs

**RESOLUTION AUTHORIZING THE USE OF FUNDING ALLOCATED TO THE DOWNTOWN E MAIN ST / CENTER ST RECONSTRUCTION PROJECT, #STR22002, TOWARDS ALLEY REPAIR WORK IN THE VICINITY OF SAID PROJECT**

**WHEREAS**, the City Council has previously funded the Downtown E Main St / Center St Reconstruction Project and current projected costs are less than the allocated funding, providing for project contingency; and

**WHEREAS**, the City Council has received a request for alley repair work in the general vicinity of the downtown project and obtained an estimate for said repair work to be done in conjunction with an adjoining property owner performing work on their property; and

**WHEREAS**, city staff request authorization for the use of funding allocated to the downtown project through the 2023 General Obligation Bond Fund, Fund 365, towards this alley repair work; and

**WHEREAS**, the City Council of Marshalltown finds that this repair work and funding to be in the best interest of the City.

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

**Section 1.** That a portion of the Downtown E Main St / Center St Reconstruction Project, #STR22002 contingency fund balance, allocated from the 2023 General Obligation Bond Fund, Fund 365, will be reallocated to fund the expenses incurred to perform this alley repair work.

Passed this 9<sup>th</sup> day of March 2026, and signed this \_\_\_\_\_ day of March 2026.

CITY OF MARSHALLTOWN, IOWA

\_\_\_\_\_  
Mike Ladehoff, Mayor

ATTEST:

\_\_\_\_\_  
Alicia Hunter, CMC, City Clerk



**MARSHALLTOWN  
MORE THAN EVER**

**Mike Ladehoff, 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:** Kelsie Stafford, Director  
**Meeting Date:** March 9, 2026  
**Re:** Resolution Approving Contract Change Order #5 for the Linn Creek Trailhead and Bridge Project #TRL24001 and TRL24002, a Decrease of \$7,590.00

**Strategic Plan Objective:**

- Goal 2: Enhance Marshalltown's public image.
- Goal 3: Continually improve and sustain the City's infrastructure, organization, and services.
- Goal 4: Partner with citizens, for-profit, non-profit and others to improve quality of life.

**Recommended:**

Staff recommends approval of Change Order #5, a decrease of \$7,590.00, for the Linn Creek Trailhead and Bridge Project #TRL24001 and TRL24002 as submitted.

**Budget Impact:**

The deduction of the wayfinding signage from the project will result in a decrease of \$7,590.00 in project expenses. The table below demonstrates the project expenses and funding sources:

<b>Project Expenses:</b>		
Concept/Design Engineering	\$267,800.00	Snyder Associates
Construction Phase Engineering	\$85,000.00	Snyder Associates
Allowance (Permits, Utilities, Security)	\$4,706.62	\$7,700.00 Budgeted
Electrical Relocation	\$1,607.86	Alliant Energy
Security Cameras and Installation	\$2,993.38	BDH Technology
Stormwater General Permit Fee	\$180.91	Iowa DNR

Allowance (Landscaping by City)	\$10,000.00	
Bridge Fin Commission/Install (Note 2)	\$79,018.00	Hildi Debruyne
Construction Bid (Bridge & Trailhead)	\$1,895,933.00	Con-Struct, Inc.
Change Order 1 (Note 1 Portion)	\$10,890.00	Con-Struct, Inc.
Change Order 1 Remaining (Deduct)	(\$15,187.50)	Con-Struct, Inc.
Change Order 2 (Note 1)	\$124,663.80	Con-Struct, Inc.
Change Order 3	\$0.00	Con-Struct, Inc.
Change Order 4 (Note 2)	\$279,150.55	Con-Struct, Inc.
Change Order 5	(\$7,590.00)	Con-Struct, Inc.
<b>TOTAL</b>	<b>\$2,739,166.62</b>	
<b>Funding Sources:</b>		
2022 GO Bond (Fund 364)	\$560,000.00	for Trailhead
2022 GO Bond (Fund 364)	\$700,000.00	for Pedestrian Bridge
2022 GO Bond (Fund 364) "Contingency"	\$190,000.00	from Riverview Park
Trails, Inc	\$200,000.00	for Trailhead
Donations (run through ACA)	\$55,000.00	
Donations (run through City)	\$289,448.00	

Destination Iowa Grant	\$871,985.00	
<b>TOTAL</b>	<b>\$2,866,433.00</b>	

**Description/Background:**

Due to future development in the Linn Creek District including future trail expansion and connections, staff believe it to be in the City's best interest to remove wayfinding signage from the project budget. The company subcontracted to fabricate and powder coat the signage posts were unable to accomplish the colors specified in the plans and specifications and as originally bid. This led staff to determine that it would be both less expensive and easier to obtain this signage from a local contractor, particularly when wayfinding flags will need to be changed or updated in the future.

Change Order 5 also includes a change in the contract completion date from May 30, 2026 to an earlier May 1, 2026 completion date.

**Attachments:**

1. 2026-03-09\_2026-035\_Resolution Approving CO5 Linn Creek Trailhead and Bridge
2. TRL24001-2\_CO5
3. TRL24001-2\_CO5Ltr

**RESOLUTION APPROVING CONTRACT CHANGE ORDER #5 FOR THE LINN CREEK TRAILHEAD AND BRIDGE PROJECT #TRL24001 AND TRL24002, A DECREASE OF \$7,590.00**

**WHEREAS**, the City of Marshalltown, Iowa, has heretofore entered into a contract with Con-Struct, Inc. for the Linn Creek Trailhead and Bridge Project #TRL24001 and TRL24002; and

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

**WHEREAS**, a change that results in an earlier contract completion date of May 1, 2026 is requested.

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

**Section 1.** That the contract Change Order #5 for the Linn Creek Trailhead and Bridge Project #TRL24001 and TRL24002, in the decreased amount of \$7,590.00 and the contract completion date of May 1, 2026 is hereby accepted and approved.

Passed this 9<sup>th</sup> day of March 2026, and signed this \_\_\_\_\_ day of March 2025.

CITY OF MARSHALLTOWN, IOWA

\_\_\_\_\_  
Mike Ladehoff, Mayor

ATTEST:

\_\_\_\_\_  
Alicia Hunter, CMC, City Clerk

**CHANGE ORDER NO. 5**

OWNER: City of Marshalltown

PROJECT: Marshalltown Trailhead and Bridge Project  
PROJECT #: 124.0187.01

To: Con-Struct, Inc.  
Contractor  
1710 East Main Street  
Address  
Marshalltown, IA 50158  
City, State, Zip

You are directed to make the following changes in this contract:

**1. Description of change to be made:**

1. Contractor to provide a deduct (credit) included in bid line item 50 for three wayfinding signs being removed from contract scope.

**2. Reason for Change:**

1. City has decided to remove these items from the contracted scope.

**3. Settlement for the cost of making the change shall be as follows:**

Item Description	Quantity	Unit	Unit Price	Total Price
1. Delete 3 Wayfinding Signs	1.00	LS	(\$7,590.00)	-\$7,590.00
<b>TOTAL</b>				<b>-\$7,590.00</b>

**4. This change order will result in a net change in the cost of the project as follows:**

	<u>Contract Amount</u>	<u>Contract Completion Date</u>
Approved funds and contract completion date as per (Engineer's Estimate, Contract or last approved C.O.)	\$2,295,449.85	May 30, 2026
Change due to this C.O. (+ or -)	(\$7,590.00)	May 1st, 2026
Totals including this C.O.:	\$2,287,859.85	May 1st, 2026

The change described herein is understood, and the terms of settlement are hereby agreed to:

Con-Struct, Inc.  
CONTRACTOR

By \_\_\_\_\_

DATE: \_\_\_\_\_

Snyder & Associates, Inc.  
ENGINEER

By \_\_\_\_\_

DATE: \_\_\_\_\_

City of Marshalltown, Iowa  
OWNER

By \_\_\_\_\_

DATE: \_\_\_\_\_

March 3rd, 2026

Kelsie Stafford  
Park and Recreation Director  
City of Marshalltown  
10 West State Street  
Marshalltown, IA 50158

RE: MARSHALLTOWN TRAILHEAD AND BRIDGE IMPROVEMENTS  
CHANGE ORDER NO. 5

Dear Kelsie:

The City of Marshalltown has requested a change to the above-referenced project that would result in a change order and an adjustment to the contract amount. Please see the following descriptions and attached documentation outlining the change:

Item 1: Delete Wayfinding Signs

During discussions with the city and the design council, the three wayfinding signs as shown in detail 4 on sheet C602 are to be removed for installation at a later date. These items are being deducted from bid line item 50 Trailhead Kiosk and Wayfinding Signage.

Completion date will also be adjusted from May 30<sup>th</sup>, 2026 to May 1<sup>st</sup>, 2026.

Snyder & Associates has reviewed the cost adjustment and the backup provided by the contractor. We recommend approval of Change Order No. 5 in the total amount of a **deduct** (credit) to the City for \$ 7,590.00. Please see the attached information and feel free to reach out to any questions.

Sincerely,

SNYDER & ASSOCIATES, INC.

Tanner Volk, PLA



**MARSHALLTOWN  
MORE THAN EVER**

**Mike Ladehoff, 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:** Kelsie Stafford, Director  
**Meeting Date:** March 9, 2026  
**Re:** Resolution Approving Contract Amendment for Construction Engineering for the Water Plaza at Mega-10 Park Project #PRK22004, an Increase of \$40,000

**Strategic Plan Objective:**

Goal 2: Enhance Marshalltown's public image.  
 Goal 4: Partner with citizens, for-profit, non-profit, and others to improve quality of life.

**Recommended:**

Staff recommends approval of the proposed contract amendment for construction engineering with Bolton and Menk for the Water Plaza at Mega-10 Park Project #PRK22004, an increase of \$40,000.

**Budget Impact:**

Liquidated damages in the amount of \$300 per day are being charged to Edge Commercial for the delayed completion of construction at the Apgar Family Water Plaza. Staff is estimating that the total amount of liquidated damages to be collected for approximately 108 working days past the accepted completion date will be \$32,500. The remaining \$7,500 will be funded by the project contingency. The current project expenses and funding sources are below:

Project Expenses:		
Design Engineering	\$296,400.00	Bolton & Menk
Construction Engineering	\$190,185.00	Bolton & Menk
Allowance – Rubberized Coating	\$55,000.00	TBD
Allowance – Landscaping	\$7,500.00	City of Marshalltown - Parks
Allowance - Signage	\$50,000.00	Coordination w/ ACA
Allowance –	\$395,000.00	Coordination w/ ACA

Sculpture		
Estimated Permits, Util, Etc	\$5,710.00	City + Others
Land Survey for YMCA Agreement	\$4,095.00	Clapsaddle-Garber Associates
Electrical Service & Transformer	\$30,723.50	Alliant Energy
Electrical Service Installation	\$2,545.09	Alliant Energy
Construction Bid (+ CO-0)	\$1,887,325.00	Edge Commercial
Construction Change Order 1	(\$2,703.00)	Edge Commercial
Construction Change Order 2	\$945.00	Edge Commercial
Construction Change Order 3	\$9,144.00	Edge Commercial
Construction Change Order 4	\$2,926.93	Edge Commercial
Construction Change Order 5	(\$340.00)	Edge Commercial
Construction Engineering Amendment 4 (pending approval)	\$40,000.00	Bolton & Menk
<b>TOTAL</b>	<b>\$2,974,456.52</b>	
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	City Fund 364
Donations	\$1,071,059.50	City Fund 140
Donations	\$445,000.00	ACA Held
City of Marshalltown Bond Fund 364	\$190,000.00	Contingency from Riverview Park
Electrical Reimbursement	\$30,000.00	Bolton & Menk / KED Bluestone
<b>TOTAL</b>	<b>\$3,107,138.15</b>	

**Description/Background:**

Construction completion at the Apgar Family Water Plaza has been delayed due to poor weather conditions inhibiting progress and unsatisfactory concrete work by Edge Commercial and their subcontractors. This construction delay has overextended the existing contract with Bolton and Menk for construction engineering services. Because staff anticipates an approximate additional 108 working days for Edge Commercial to complete the project, there is a need to extend the service agreement for Bolton and Menk to continue their engineering consulting services to project completion. Staff is recommending Council approve this contract amendment, an increase of \$40,000.

**Attachments:**

1. 2026-03-09\_2026-036\_Resolution Amending Professional Services Contract Linn Creek Water Plaza
2. Water Plaza - Amendment 4 - 20260304

**RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT  
AMENDMENT NO. 4 FOR CONSTRUCTION ENGINEERING FOR THE WATER  
PLAZA AT MEGA-10 PARK PROJECT #PRK22004, IN THE AMOUNT OF \$40,000**

**WHEREAS**, the City Council of Marshalltown entered into an agreement with Bolton and Menk for the preliminary design and cost estimates for a Water Plaza in the Linn Creek District; and

**WHEREAS**, the City amended the agreement for Bolton and Menk to provide final design and assistance during the bidding process for the Water Plaza in the Linn Creek District; and

**WHEREAS**, the City awarded the project and is requesting amending the contract with Bolton and Menk for the necessary professional services for the extended construction engineering phase of the Apgar Family Water Plaza Project in the Linn Creek District.

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

**Section 1.** That the Marshalltown City Council authorizes the City staff and the Mayor to execute a contract amendment for professional services with Bolton and Menk.

Passed this 9<sup>th</sup> day of March 2026, and signed this \_\_\_\_\_ day of March 2026.

CITY OF MARSHALLTOWN, IOWA

\_\_\_\_\_  
Mike Ladehoff, Mayor

ATTEST:

\_\_\_\_\_  
Alicia Hunter, CMC, City Clerk

**AMENDMENT #004 TO AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN THE CITY OF MARSHALLTOWN AND BOLTON & MENK, INC.**

This AMENDMENT #004 (“Amendment”) to the original Agreement for Professional Services between The City of Marshalltown (“OWNER”) and Bolton & Menk, Inc. (“ENGINEER”) dated August 12<sup>th</sup>, 2022 (the “Agreement”) is made and entered into on this \_\_\_\_\_ day of March, 2026.

WHEREAS, OWNER has engaged ENGINEER, pursuant to the Agreement, to furnish OWNER with engineering, design, procurement, and construction services in connection with the Interactive Community Water Feature Project (the “Project”);

WHEREAS, OWNER and ENGINEER have agreed to amend the Agreement as set forth in this Amendment and subject to the terms and conditions of this Amendment; and,

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. SCOPE ATTACHMENT. The Scope Attachment is attached and incorporated herein by reference as Exhibit A. If the OWNER requests or ENGINEER performs additional services for the Project, ENGINEER shall make such request to OWNER in writing, setting forth any changes or additions to the Scope of the Agreement, including any additional deliverables requested for the Project in Exhibit A.

2. FEE ATTACHMENT. The Fee Attachment is attached and incorporated herein by reference as Exhibit B. If the ENGINEER requests additional fees for the services for the Project or for services performed pursuant to Exhibit A, ENGINEER shall make such request to OWNER in writing, setting forth any changes in fees and all fees associated with such additional services, in the same or substantially similar format as Exhibit B. If OWNER agrees to the change in scope or fees proposed by ENGINEER in writing, the parties will adjust the Maximum Fee to account for such changes. No claim for extra services performed by ENGINEER will be allowed by OWNER except as provided in this Amendment nor will ENGINEER perform any services or work not previously approved by OWNER except upon receipt of a written amendment.

3. Additional Forms. Exhibits A and B are attached and incorporated into the Agreement.

4. All Other Terms and Conditions of the Agreement. Any conflict or inconsistency as to terms set forth in this Amendment and the Agreement or other writing will be governed by this Amendment.

IN WITNESS WHEREOF, the parties have caused this AMENDMENT #004 to be executed by their duly authorized representatives on the dates written below.

City of Marshalltown

BOLTON & MENK, INC.

SIGNED: \_\_\_\_\_

SIGNED:  \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: Casey Byers, PLA

TITLE: \_\_\_\_\_

TITLE: Urban Design Practice Leader | Principal

DATE: \_\_\_\_\_

DATE: March 4, 2026

**EXHIBIT A – SCOPE ATTACHMENT TO AMENDMENT #004**

This **SCOPE ATTACHMENT** is part of **AMENDMENT #004** to the Agreement. Unless otherwise agreed to in writing by the parties, any conflict or inconsistency as to the terms set forth in the Amendment and the Agreement shall be governed by the Amendment

**TASK 10: CONSTRUCTION ADMINISTRATION (ADD FEE TO TASK)**

Add fee to Task 10, Construction Administration, for construction observation beyond the original final completion date of November 30, 2025 to ensure compliance with the contract documents. Tasks and deliverables will generally follow the original Task 10 amendment with the following additions and assumptions.

1. Bolton & Menk will provide time sheet comments.
2. The contractor will communicate in writing to Bolton & Menk and the City all expected construction activities for any given week by the close of business Wednesday during the week prior.
3. Bolton & Menk will communicate in writing to the City the construction schedule shared by the contractor for each week by the close of business Thursday during the week prior.
4. The City will communicate in writing to Bolton & Menk when the City wants Bolton & Menk to plan to be present on-site during construction activities by the close of business Friday during the week prior. Bolton & Menk will *not* conduct site visits without prior written request by the City.
5. Bolton & Menk will provide up to 16 hours of on-site observation per week (including travel time to and from the site) and 2 hours of administrative time per week through April 12 with City approval. Bolton & Menk will communicate if assumed hours need to be increased, in which case City approval will be required before any time is spent.
6. Bolton & Menk will continue to process pay requests as identified in the original Task 10.
7. Bi-weekly Construction Progress Meetings
  - a. 30-minute virtual pre-meeting coordination: City and Bolton & Menk (Greg Broussard and Keaton Westerkamp) only.
  - b. *Virtual* construction progress meetings starting during the week of March 23<sup>rd</sup> and ending by June 6<sup>th</sup>. Bolton & Menk to lead. **Progress meetings will be placeholders only. Meetings will be canceled unless the contractor provides an update to punch list progress to Bolton & Menk a minimum of 24 hours in advance of said progress meetings.**
8. Schedule (As agreed upon by contractor, city, and Bolton & Menk in meeting on January 15, 2026)  
April 12: All concrete work completed

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*Note: Construction administration services after completion of concrete work are excluded unless activities are directly related to issues regarding the contractor's prior work as identified in the project punch list.*

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April 13 – May 11: Concrete 28-day cure time  
May 11 – May 29: Tuff Coat Installation  
May 30 – May 31: 48-Hour Tuff Coat Cure Time  
June 1 – June 5: Week for City to Prepare for Opening including placing benches  
June 6: Opening Day

**EXHIBIT B – FEE ATTACHMENT**

This **FEE ATTACHMENT** is part of **AMENDMENT #004** to the Agreement. Unless otherwise agreed to in writing by the parties, any conflict or inconsistency as to the terms set forth in the Amendment and the Agreement shall be governed by the Amendment.

- The parties agree to the following additional services to complete the Project, as set forth below:

AMENDMENT (SERVICES AND DELIVERABLES)		Amount
Task 10	CONSTRUCTION ADMINISTRATION	\$40,000.00
THIS AMENDMENT Sub-Total		\$40,000.00
(Less Reduction in Fee -if any)		
THIS AMENDMENT TOTAL		\$40,000.00

AMENDMENT (IMPACT TO BUDGET)		
ORIGINAL AGREEMENT		\$50,000.00
PREVIOUS AMENDMENT #001	Final Design of Water Plaza	\$226,400.00
PREVIOUS AMENDMENT #002	Package Lift Station	\$20,000.00
PREVIOUS AMENDMENT #003	Construction Administration Services	\$190,185.00
AMENDMENT #004 CHANGE (03/03/2026)	Additional Construction Administration Services	\$40,000.00
NEW PROJECT TOTAL, MAXIMUM FEE, NOT TO EXCEED		\$526,585.00

- SCHEDULE:** Schedule for performance of services will be modified as follows or as set forth in the Agreement, such that all services will be completed by June 6, 2026.
- MAXIMUM FEE.** The Maximum Fee will not exceed: \$526,585.00.



**MARSHALLTOWN  
MORE THAN EVER**

**Mike Ladehoff, 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:** Kelsie Stafford, Director  
**Meeting Date:** March 9, 2026  
**Re:** Resolution Authorizing the City of Marshalltown to Submit a Grant Application to Iowa Department of Natural Resources for an Urban Forestry Development Grant for the Completion of an Urban Tree Canopy Inventory in the amount of \$50,000

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**Strategic Plan Objective:**

Goal 3: Continually improve and sustain the City's infrastructure, organization, and services.  
Goal 4: Partner with citizens, for-profit, non-profit, and others to improve quality of life.

**Recommended:**

Staff recommends authorization to submit an application to the Iowa Department of Natural Resources Urban Forestry Development Grant program for the purposes of completing an Urban Tree Canopy Inventory and a Community Forestry Plan, if budget allows.

**Budget Impact:**

The Urban Forestry Development Grant is a non-matching, reimbursable funding source. Quarterly reports are required for reimbursement of eligible expenditures pursuant to the Grant Project Cooperative Agreement entered into between the recipient and Iowa Department of Natural Resources. The project expenses are estimated at \$40,000 for an Urban Tree Canopy Inventory and \$10,000 for a Community Forestry Plan.

**Description/Background:**

The Urban Forestry Development Grant is funded through the US Department of Agriculture as part of the Inflation Reduction Act, and is administered through the Iowa Department of Natural Resources. The Parks and Recreation Department, in partnership with Marshalltown Trees Forever, plans to submit an application requesting funding to complete an Urban Tree Inventory and a Community Forestry Plan, if budget allows.

City Council endorsed a Tree Canopy Improvements goal in its October 16, 2025 Strategic Planning Session. This goal is scheduled in Year One of the Strategy 2: Enhance Marshalltown's Public Image Goal. The Urban Forestry Development Grant, if awarded, will assist staff in executing an Urban Tree Inventory including location mapping, species identification and health

status of trees on public property. The inventory will enable staff to efficiently monitor tree canopy cover, species diversity, and planting needs down to a specific neighborhood.

Marshalltown's current Tree Equity Score provided by the national nonprofit conservation organization American Forests is 61, far below the target of 75, due in part to the derecho and tornado disasters destroying our urban canopy. The organization estimates that Marshalltown needs to plant 92,413 trees to achieve tree equity for all residents. Having an updated tree inventory and Community Forestry Plan will assist staff with targeting specific neighborhoods for planting and will support future grant applications to secure funding for tree planting.

Staff recommends authorization to submit a grant application to the Iowa Department of Natural Resources for the Urban Forestry Development Grant.

**Attachments:**

1. 2026-03-09\_2026-037\_Resolution Approving IDNR Grant Application - Tree Inventory

**RESOLUTION AUTHORIZING THE CITY OF MARSHALLTOWN TO SUBMIT A GRANT APPLICATION TO IOWA DEPARTMENT OF NATURAL RESOURCES FOR AN URBAN FORESTRY DEVELOPMENT GRANT FOR THE COMPLETION OF AN URBAN TREE CANOPY INVENTORY**

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

**WHEREAS**, IOWA DEPARTMENT OF NATURAL RESOURCES is accepting grant applications for the Urban Forestry Development Program grant funding; and

**WHEREAS**, the City intends on applying for this grant in the amount of \$50,000; and

**WHEREAS**, there is no required applicant match; and

**WHEREAS**, the Council has found it to be in the best interests of the City that the grant application should be made.

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

**Section 1.** The City of Marshalltown, Iowa authorizes and directs City staff to apply for grant funding for Urban Forestry Development Grant funding activities.

**Section 2.** The appropriate Department Director or designated staff are authorized and directed to sign on behalf of the City of Marshalltown this application and other necessary documents to effectuate this resolution.

**Section 2.** The City of Marshalltown, if awarded the grant, accepts the grant from the State of Iowa.

Passed this 9<sup>th</sup> day of March 2026, and signed this \_\_\_\_\_ day of March 2026.

CITY OF MARSHALLTOWN, IOWA

\_\_\_\_\_  
Mike Ladehoff, Mayor

ATTEST:

\_\_\_\_\_  
Alicia Hunter, CMC, City Clerk



**MARSHALLTOWN  
MORE THAN EVER**

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

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**To:** Mayor and City Council  
**From:** Deb Millizer, Housing & Community Development Director, Kelsie Stafford, Director  
**Meeting Date:** March 9, 2026  
**Re:** Resolution Approving City Fee Schedule Changes

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**Strategic Plan Objective:**

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

**Recommended:**

Adoption of fee schedule changes.

**Budget Impact:**

Increased revenue to support the cost of programming.

**Description/Background:**

**Library**

The library is increasing its printing costs to cover actual expenses. Black and white copies will go from \$0.10 to \$0.25 and color copies will go from \$0.25 to \$0.50. These changes would be effective upon passage of the resolution.

**Park and Recreation**

Several fees are proposed for increases to cover expenses and to be commensurate with services surveyed from peer cities. Increases submitted for consideration include Aquatic Center Birthday rentals, additional family members on Aquatic season passes, swimming lessons, campground site rentals, memorial trees and benches, shelter reservations, Blast Camp participation fees, and Veteran's Memorial Coliseum rentals. Various recreation program fees will be increased according to the proposal approved by Council at the January 19, 2026 meeting. Several fees are proposed for removal due to programs being discontinued, services not being utilized, or in an effort to streamline services. Staff recommend implementing these fees on 4/1/26 so there are no changes mid-way through the summer season.

**Housing and Community Development**

Staff recommends updating the City fee schedule for nuisance enforcement and the rental program. Rental program fees have remained unchanged since 2022. The nuisance

administrative fee has remained unchanged prior to 2017. Program costs have increased, including staff time, mailed notices, documentation, data entry, scheduling, coordination, and record retention. The proposed increases improve cost recovery and support timely service.

These proposed amounts align with fees used in other Iowa communities:

Nuisance administrative fee, \$100 to \$150.

Nuisance administrative fee, covers case setup, notices, documentation, compliance tracking, and file closure.

New rental application fee, \$50 to \$75.

New rental application fee, covers record setup, owner verification, data entry, scheduling, and registration issuance.

Annual rental registration fee, \$15 per unit to \$25 per unit.

Annual rental registration fee, covers ongoing administration, billing, reporting, and inspection coordination.

These fee changes would take effect July 1, 2027. We would notify landlords of the changes for 2027 during the annual registration process in April 2026.

**Attachments:**

1. 2026-03-09\_2026-038\_Resolution Approving City Fee Schedule
2. 2026-03-09\_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 changes established as shown on the attached fee Exhibit is hereby approved.

Passed this 9<sup>th</sup> day of March 2026, and signed this \_\_\_\_\_ day of March 2026.

CITY OF MARSHALLTOWN

\_\_\_\_\_  
Mike Ladehoff, 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	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	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		
Finance	Admin	Accounts Receivable - credit card fees		Resolution	3.75% with \$2 minimum		Set by service agreement	06/23/25	

CITY OF MARSHALLTOWN MASTER FEE SCHEDULE

Dept	Div.	License or Permit Type	Code Section	How Fee Set	Fee	NEW FEE	License Term/ per unit charge	Revised	Notes
Finance	Admin	Parking tickets - credit card fees		Resolution	3.95% with \$2.50 minimum		Set by service agreement	06/23/25	
Finance	Admin	Credit card chargebacks		Resolution	15.00		Set by service agreement	06/23/25	
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	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	Commercial Burn Permit	90.021	Resolution	225.00			12/22/25	
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	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	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	Alcohol License Inspection		Resolution	75.00			06/23/25	
Fire	PlanReview	Plan Review & Testing		Resolution	150.00		*does not include 3rd party reviewer charges for factory, hazardous, educational, institutional, storage occupancy	06/23/25	2 hr minimum, \$100/hr after
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	-				

CITY OF MARSHALLTOWN MASTER FEE SCHEDULE

Dept	Div.	License or Permit Type	Code Section	How Fee Set	Fee	NEW FEE	License Term / per unit charge	Revised	Notes
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	150.00	per cleanup		Effective 7/1/26
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	75.00			Effective 7/1/26
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 - City Staff			50.00		Reinspection Fee, pre occurrence of failed properties	06/23/25	
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	
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	25.00	Per rental unit/annual fee	12/12/22	Effective 7/1/26
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				

CITY OF MARSHALLTOWN MASTER FEE SCHEDULE

Dept	Div.	License or Permit Type	Code Section	How Fee Set	Fee	NEW FEE	License Term / per unit charge	Revised	Notes
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				
Lib+A115:J13 Orary		Printing black/white			0.10	0.25		06/23/25	Effective upon passage
Library		Printing color			0.25	0.50		06/23/25	Effective upon passage
Library		Replacment Library Cards			2.00			06/23/25	
Library		Faxing per page			1.00			06/23/25	
Library		Earbuds			1.00			06/23/25	
Library		Lost or damaged materials cost & 5.00 processing fee			5.00		cost + 5.00 processing fee	06/23/25	
Library		Overdue hotspots up to \$50.00			50.00			06/23/25	
Library		Hotspots returned incorrectly - must be returned to Info Desk			10.00			06/23/25	
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		Resolution	50.00	60.00			Effective 4/1/26
Park & Rec	Aquatic	Birthday Splash - 10 plus pizza and drink		Resolution	60.00	REMOVE			
Park & Rec	Aquatic	Birthday Splash - 10 plus small drink		Resolution	70.00	REMOVE			

CITY OF MARSHALLTOWN MASTER FEE SCHEDULE

Dept	Div.	License or Permit Type	Code Section	How Fee Set	Fee	NEW FEE	License Term / per unit charge	Revised	Notes
Park & Rec	Aquatic	Doggie Dip (per dog)		Resolution	5.00	REMOVE			
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	35.00			Effective 4/1/26
Park & Rec	Aquatic	Season Pass - nanny		Resolution	95.00				
Park & Rec	Aquatic	Splash Dance		Resolution	3.00	REMOVE			
Park & Rec	Aquatic	Swimming Lesson- indoor learn to swim		Resolution	45.00	50.00		02/13/23	Effective 4/1/26
Park & Rec	Aquatic	Swimming Lesson- indoor preschool		Resolution	45.00	50.00		02/13/23	Effective 4/1/26
Park & Rec	Aquatic	Swimming Lesson- outdoor learn to swim		Resolution	45.00	50.00		02/13/23	Effective 4/1/26
Park & Rec	Aquatic	Swimming Lesson- outdoor preschool		Resolution	40.00	45.00		02/13/23	Effective 4/1/26
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	35.00	per day	02/13/23	Effective 4/1/26
Park & Rec	Campground	Camping - no electric	93.001	Resolution	20.00	REMOVE	per day	02/13/23	
Park & Rec	Dog Park	Dog Park Pass-Intact Animal		Resolution	30.00		ANNUAL	02/13/23	\$3 daily fee
Park & Rec	Dog Park	Dog Park Pass-Spayed or Neutered Animal		Resolution	25.00		ANNUAL	02/13/23	\$3 daily fee
Park & Rec	Memorial	Memorial Bench		Resolution	2,000.00	2,750.00	Includes installation on concrete pad		Effective 4/1/26
Park & Rec	Memorial	Memorial Plaque		Resolution	100.00				
Park & Rec	Memorial	Memorial Tree		Resolution	400.00	500.00			Effective 4/1/26
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	200.00	Daily Rate	02/13/23	Effective 4/1/26
Park & Rec	Shelter	Shelter - Kiwanis (seasonal)		Resolution	90.00	100.00	Daily Rate	02/13/23	Effective 4/1/26
Park & Rec	Shelter	Shelter - Riverview Log Cabin (seasonal)		Resolution	50.00	60.00	Daily Rate	02/13/23	Effective 4/1/26
Park & Rec	Shelter	Shelter - Riverview Reunion Hall		Resolution	150.00	175.00	Daily Rate	02/13/23	Effective 4/1/26
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 - BLAST Programs (Summer Blast)			125.00	35.00	per day	02/10/25	Effective 4/1/26
Park & Rec	VMC	Daycamp (Spring and Winter)		Res 2025-018	125.00	REMOVE	per week or \$30 per day	02/10/25	
Park & Rec	VMC	Daycamp (Camp Marshalltown)		Res 2025-018	50.00	60.00	per week		Effective 4/1/26, Reimbursed to City by Marshall County ARC

CITY OF MARSHALLTOWN MASTER FEE SCHEDULE

Dept	Div.	License or Permit Type	Code Section	How Fee Set	Fee	NEW FEE	License Term / per unit charge	Revised	Notes
Park & Rec	VMC	Half Gym - 1 court (hourly/weekday)		Res 2020-360	25.00	35.00	Hourly/weekday		Effective 4/1/26
Park & Rec	VMC	Half Gym - 1 court (all day/weekday)		Res 2020-360	300.00	REMOVE	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	450.00	Allday/weekend		Effective 4/1/26
Park & Rec	VMC	Whole Gym (hourly/weekday)		Res 2020-360	50.00	70.00	Hourly/weekday		Effective 4/1/26
Park & Rec	VMC	Whole Gym (all day/weekday)		Res 2020-360	600.00	REMOVE	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	900.00	Allday/weekend		Effective 4/1/26
Park & Rec	VMC	Flex Rooms (hourly/weekday)		Res 2020-360	25.00	30.00	Hourly/weekday		Effective 4/1/26
Park & Rec	VMC	Flex Rooms (all day/weekday)		Res 2020-360	300.00	REMOVE	Allday/weekday		
Park & Rec	VMC	Flex Rooms (hourly/weekend)		Res 2020-360	50.00	30.00	Hourly/weekend		Effective 4/1/26
Park & Rec	VMC	Flex Rooms (hourly/weekend)		Res 2020-360	400.00	REMOVE	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	REMOVE	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	REMOVE	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	REMOVE	Allday/weekday		
Park & Rec	VMC	Conference Room (hourly/weekend)	*Free to non-profit/service clubs, M-F 7am-5pm	Res 2020-360	50.00	25.00	Hourly/weekend		Effective 4/1/26
Park & Rec	VMC	Conference Room (hourly/weekend)	*Free to non-profit/service clubs, M-F 7am-5pm	Res 2020-360	400.00	REMOVE	Allday/weekend		
Park & Rec	VMC	Daily Drop-in Fee (Adults)		Res 2020-360	3.00	4.00	per hr		Effective 4/1/26
Park & Rec	VMC	Bounce House		Res 2020-360	75.00	100.00	for 2 hours		Effective 4/1/26
Park & Rec	VMC	Tournament Fee		Res 2020-360	200.00	REMOVE	Day		
Park & Rec	VMC	Large Event Fee (Setup, tear down, Fri setup, Sun cleanup)		Res 2020-360	600.00	REMOVE	per event		
Park & Rec	VMC	Deposit for all day events, large events, tournaments		Res 2020-360	500.00	REMOVE			
Park & Rec	Admin	Credit card fees			3% + 30 cents		Per agreement with CivicRec	06/23/25	
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		

CITY OF MARSHALLTOWN MASTER FEE SCHEDULE

Dept	Div.	License or Permit Type	Code Section	How Fee Set	Fee	NEW FEE	License Term / per unit charge	Revised	Notes
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 - Reusable 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				
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		

CITY OF MARSHALLTOWN MASTER FEE SCHEDULE

Dept	Div.	License or Permit Type	Code Section	How Fee Set	Fee	NEW FEE	License Term / per unit charge	Revised	Notes
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		
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	

CITY OF MARSHALLTOWN MASTER FEE SCHEDULE

Dept	Div.	License or Permit Type	Code Section	How Fee Set	Fee	NEW FEE	License Term / per unit charge	Revised	Notes
Public Works	Sewer	Sanitary Sewer Connection - assessed	52.004	Ordinance	Cost		Each connection	07/01/24	
Public Works	Sewer	Sanitary Sewer connection fee - non assessed properties	52.005		Calculated			07/01/24	
Public Works	Sewer	Sanitary Sewer Deposit	52.006	Ordinance	40.00			07/01/24	
Public Works	Sewer	Sanitary Sewer Connection Fee (City Installed)	52.007		3,200.00		EACH	07/01/24	
Public Works	Sewer	Sanitary Sewer Connection Fee (Developer Installed)	52.007		300.00		EACH	07/01/24	
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	
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		

CITY OF MARSHALLTOWN MASTER FEE SCHEDULE

Dept	Div.	License or Permit Type	Code Section	How Fee Set	Fee	NEW FEE	License Term / per unit charge	Revised	Notes
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	
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				

CITY OF MARSHALLTOWN MASTER FEE SCHEDULE

Dept	Div.	License or Permit Type	Code Section	How Fee Set	Fee	NEW FEE	License Term / per unit charge	Revised	Notes
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				
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**

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

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**To:** Mayor and City Council  
**From:** Deb Millizer, Housing & Community Development Director  
**Meeting Date:** March 9, 2026  
**Re:** Resolution Awarding Ralston Homes as the Developer for the Community Development Block Grant Disaster Recovery Housing Program

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**Strategic Plan Objective:**

Expand and improve development in the community. This action advances the goal by selecting a developer for a CDBG DR infill housing project that will add new affordable for sale units within the existing neighborhood fabric, and expand attainable homeownership options for income qualified households.

**Recommended:**

Staff recommends City Council approve the resolution awarding Ralston Homes as the developer for the City of Marshalltown CDBG-DR housing application. Staff recommends authorizing the Mayor to execute the required documents after IEDA awards funds, the environmental review is complete, and IEDA issues Release of Funds. This action satisfies the IowaGrants application requirement to identify a developer and keeps the project on schedule.

**Budget Impact:**

This action has no direct fiscal impact. The resolution documents the developer selection for the CDBG-DR IowaGrants application. The City will not commit funds or execute a development agreement until IEDA awards funds, the City completes the environmental review, and IEDA issues Release of Funds. Staff will complete the application and coordination work within existing operating budgets. If a local match or non-grant costs are required, staff will bring those items to City Council with the development agreement and project budget for approval.

**Description/Background:**

The City of Marshalltown plans a CDBG-DR housing project to add affordable for sale infill housing. The Iowa Economic Development Authority administers the program and requires identification of a developer in the IowaGrants application.

City staff issued a request for proposals to select a qualified developer. The City received one proposal, from Ralston Homes. Staff reviewed the proposal using the published evaluation criteria and verified references. Staff reviewed the proposal and found it responsive and met

the RFP Requirements. IEDA staff identified Ralston Homes as a recommended developer based on prior work history with the program. Ralston Homes was successful in Atkins, using about \$1 million in CDBG-DR housing funds to build six affordable sale homes. The sale price of these homes was set at \$175,000, more than \$100,000 below estimated retail value.

Council action selects the developer for application purposes and documents the request for proposals outcome. The City will not commit grant funds or local funds and the City will not take choice limiting actions until completion of the environmental review and IEDA issues Release of Funds. After the award and Release of Funds, staff will bring a development agreement and final project details to City Council.

**Project Objectives and Performance Benchmarks**

- **Build affordable infill homes**  
Objective: Build 10-12 affordable for sale homes for income qualified buyers.  
Benchmarks: Lock in sites, plans, and final pricing within 120 days after Release of Funds.  
Start building within 180 days after Release of Funds.  
Finish homes and close sales within 30 months after Release of Funds.
  
- **Stay compliant with CDBG-DR rules**  
Objective: Follow all required steps for environmental, procurement, finance, labor, and reporting.  
Benchmarks: Finish environmental review and get Release of Funds before any choice-limiting action.  
Sign the development agreement within 45 days after Release of Funds.  
Keep complete files, submit draws and reports on time, avoid major monitoring findings.
  
- **Improve targeted blocks with infill**  
Objective: Build on approved infill lots and support stable occupancy.  
Benchmarks: Coordinate schedules with utilities, inspections, and Public Works.  
Finish punch lists and track warranties for all homes.

**Attachments:**

1. 2026-03-09\_2026-039\_Resolution Awarding Ralston Homes CBDG-DR Developer
2. Ralston Proposal 02.24.26
3. FLYER\_DUPLEX QR
4. Single Family Example
5. Duplex example
6. RFP\_CDBG-DR\_Developer Final

**RESOLUTION AWARDING RALSTON HOMES AS DEVELOPER FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY HOUSING PROGRAM**

**WHEREAS**, the City of Marshalltown seeks to increase the availability of affordable housing through participation in the Community Development Block Grant Disaster Recovery (CBDG-DR) housing program administered by the Iowa Economic Development Authority, and

**WHEREAS**, program guidelines require units of general local government to identify a developer in the City's IowaGrants application and to enter into a development agreement once Release of Funds has been issued by the Iowa Economic Development Authority, and

**WHEREAS**, the Iowa Economic Development Authority (IEDA) recommends acquiring developers through a request for proposals process as part of the order of operations for a Community Development Block Grant Disaster Recovery (CBDG-DR) housing application, and

**WHEREAS**, the City issued a request for proposals to select a qualified developer for the planned Community Development Block Grant Disaster Recovery housing project, received a proposal from Ralston Homes, and staff recommends awarding the request for proposals to Ralston Homes, and

**WHEREAS**, no Community Development Block Grant Disaster Recovery funds or other funds may be committed to the project, and no choice limiting actions may be taken, until the City and developer have secured environmental approval and a Release of Funds has been issued, and

**NOW, THEREFORE, BE IT RESOLVED BY CITY COUNCIL OF THE CITY OF MARSHALLTOWN**, that Ralston Homes is hereby awarded and designated as the developer for the City's Community Development Block Grant Disaster Recovery housing application and, if awarded, the associated affordable housing project. The Mayor is directed to execute any documents required, subject to award of funds by the Iowa Economic Development Authority, issuance of Release of Funds, and completion of all required environmental review requirements.

Passed this 9<sup>th</sup> day of March 2026, and signed this \_\_\_\_ day of March 2026.

CITY OF MARSHALLTOWN, IOWA

\_\_\_\_\_  
Mike Ladehoff, Mayor

ATTEST:

\_\_\_\_\_  
Alicia Hunter, CMC, City Clerk

February 18, 2026

Proposal for developer services for CDBG-DR derecho grant, City of Marshalltown, Iowa.

Ralston Eco Homes, LLC is a legal entity in the state of Iowa in good standing. The registered agent is Kyle A. Sounhein of Lynch Dallas, PC in Cedar Rapids, IA. Jeffrey L. Ralston is the president, secretary, and treasurer. The company has no current or past debarment, suspension, enforcement actions, or litigation that impacts performance.

Todd Richardson Construction is the general contractor in good standing in the state of Iowa. Registration # C004424. 319-553-0538

Mike Prull of Prull Custom Designs, LLC is the building designer. National Council of Building Design Certification and American Institute of Building Design. 319-846-9353

Todd Richardson Construction has extensive experience with the ROOTS program, which provided for sale, affordable housing in Cedar Rapids after the disastrous flooding in 2008. Todd Richardson and Ralston Eco Homes have built six duplex units in Atkins, Iowa as part of the CDBG-DR derecho program. We were originally funded for two for sale, new construction duplexes (4 units). This was increased to 6 units after we delivered the original 4 units. All 6 units are currently occupied by people who income qualified for the program. Ralston Eco Homes was the project manager and Todd Richardson Construction was the general contractor. Jeffery Ralston of Ralston Eco Homes was the cost estimator, compliance lead, and sales and closing lead. Key subcontractors included Affordable Heating and Cooling, 5 Star Plumbing, Darnell Construction, Kinzler Construction, Accurate Concrete, and WJ Enterprises.

Here are two media links that speak directly to the recapture and affordability story from the Atkins project:

[https://cedarrapidsgazette-ia.newsmemory.com/?publink=0ff073d68\\_134fade](https://cedarrapidsgazette-ia.newsmemory.com/?publink=0ff073d68_134fade)

<https://www.kcrg.com/2024/07/12/disaster-relief-grant-brings-affordable-housing-units-atkins/>

Ralston Eco Homes is self-funded. Cash is placed in a Ralston Eco Homes account at Hiawatha Bank and Trust in an amount sufficient to make payments to suppliers and subcontractors prior to release of funds from IEDA. Funds obtained every 4-8 weeks replenish a percentage of the cash used to pay for services. After closing on a unit and obtaining the CDBG-DR grant funds the account has sufficient funds to start the process again. Ralston Eco Homes has the capacity to complete 4 units concurrently. Additional

units would start after closure of a unit(s). Our proposal is to build 10-12 units in a combination of single-family homes and duplexes on infill lots and lots in new developments in the City of Marshalltown, Iowa (examples of a duplex and single family floor plan are attached). We would prioritize infill lots currently owned by the City of Marshalltown. In the past, \$700,000 of developer funds, was more than sufficient to build 4 units. A letter from Hiawatha Bank and Trust Company, verifying funds, is attached. We did not require any loans to complete the six units in Atkins, Iowa. Builders Risk and General Liability Insurance is through American Family Insurance. Our agent is Jeff Barnes-319-377-3379. Ralston Eco Homes and Todd Richardson Construction will meet City insurance and bonding requirements.

All units in the Atkins project were CDBG-DR homes requiring compliance with Section 3 and HUD. We worked closely with IEDA and Paula Mitchel at ECICOG. We agree to take no choice limiting actions prior to environmental clearance and release of funds.

All marketing material for finding buyers in our previous Atkins CDBG-DR project included information about eligibility. I have attached a flyer we created to help educate potential buyers. Our grant administrator, ECICOG, verified income of qualified buyers and strict eligibility for the program. All purchase agreements would stipulate an application to the grant administrator to determine interested parties are income-qualified to participate in the new resilient affordable housing for sale program. Post-closing compliance is difficult. Buyers obtain all legal documents at closing. Todd and I review responsibilities immediately after closing.

We worked closely with ECICOG during the Atkins project to provide Section 3 compliance and fair housing marketing documentation. We developed videos and flyers to meet the Section 3 qualitative efforts. Documentation was collected by Ralston Eco Homes directly from subcontractors and submitted in a timely fashion using a spreadsheet approved by ECICOG and IEDA.

Ralston Eco Homes has 7 homes certified as DOE ZERH by the DOE Office of Energy Efficiency & Renewable Energy. Our rater is Heartland Energy Consultants. We have worked closely with Michael Boerst and Dan McGuire on previous projects. We submit detailed architectural plans to get design certification from Heartland Energy Consultants. They provide a detailed schedule of inspection points. We have preconstruction meetings with key subcontractors and Heartland to ensure compliance and proper documentation. Our previous projects included mitigation funds to offset some of the cost associated with high performance building requirements.

Attached is an example of a previous, detailed construction budget. Quotes are obtained from all subcontractors prior to beginning the project including a contract outlining the process for change orders, reconciliation, and timeliness. A preconstruction meeting is held with key subcontractors and contracts are signed. As the work is completed invoices are submitted by the subcontractors and paid in a timely fashion by Ralston Eco Homes. Lien waivers are obtained from the subcontractors. An application for payment including a summary page detailing the contracted amounts, change orders, total invoices, and requested release of funds along with a detailed record of duties completed, invoices, lien waivers, and cancelled checks are submitted to ECICOG. These submissions occurred approximately every 4-8 weeks. ECICOG completes a review and requests funds be sent from IEDA to the City of Marshalltown. The city then provides a check, in the amount of the requested release of funds, to Ralston Eco Homes, LLC.

#### References:

Here is a link to a short TV spot highlighting a buyers experience with one of our duplex units in Atkins: <https://www.kcrg.com/2024/07/12/disaster-relief-grant-brings-affordable-housing-units-atkins/>

Paula Mitchell, ECICOG, [paula.mitchell@ecicog.org](mailto:paula.mitchell@ecicog.org), 319-289-0071. Paula was the planner and housing grant specialist who assisted with the Atkins CDBG-DR project that delivered 3 for sale duplexes in a timely manner.

Jacob Levang, IEDA, [Jacob.Levang@lowaEDA.com](mailto:Jacob.Levang@lowaEDA.com), 515-348-6203. Jacob was the CDBG project manager for IEDA who assisted with the Atkins CDBG-DR project that delivered 3 for sale duplexes in a timely manner.

Bruce Visser, Atkins City Mayor at time of the project, 641-751-7281. Bruce was instrumental in working with city government, IEDA, ECICOG, and us to complete the CDBG-DR project in Atkins.

# DRIFTWOOD LANE ATKINS



## ELIGIBILITY



The home purchased must be buyer's primary residence.

Buyer must continue to own and occupy the home as their primary residence for 15 years.



Resale provisions exist to avoid penalty, including resale to a qualified buyer. For more details scan here:



Buyer must obtain a fixed-rate mortgage with a term of at least 15 years.



Income limits apply: Must be at or below 80% Area Median Income for family size. Documentation for verification must be complete and will remain good for 12 months.

1-Person = \$56,850	5-Person = \$87,700
2-Person = \$65,000	6-Person = \$94,200
3-Person = \$73,100	7-Person = \$100,700
4-Person = \$81,200	8-Person = \$107,200

*For the first four months, the first opportunity to purchase goes to applicants who were impacted by the derecho.*

PURCHASE PRICE:

**\$175,000**

Duplexes will meet DOE ZERH requirements and IEDA Green Streets criteria. Certification provided by The Heartland Energy Consultants.

Community Development Block Grant Disaster Recovery funds are helping construct new homes in Benton County and assistance is available for homebuyers.

**UP TO \$35,000 DOWN PAYMENT ASSISTANCE FOR QUALIFIED HOME BUYERS**

## HOW TO APPLY:

Return a complete and accurate application with the required income documentation. Obtain mortgage preapproval from a qualified lender. Secure a purchase agreement for a qualifying home from the participating builder.



**ECICOG**  
EAST CENTRAL IOWA  
COUNCIL OF GOVERNMENTS  
YOUR REGIONAL PLANNING AGENCY

Questions may be directed to:  
**PAULA MITCHELL** at:  
319.289.0071 or  
paula.mitchell@ecicog.org

920.810.6103 • ralstonecohomes.com • ralstonecohomes@gmail.com

# DRIFTWOOD LANE ATKINS

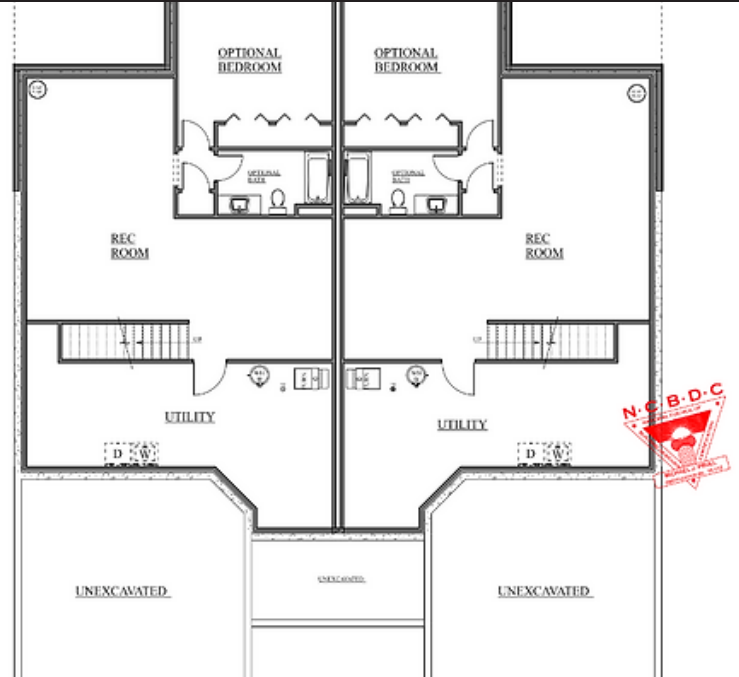
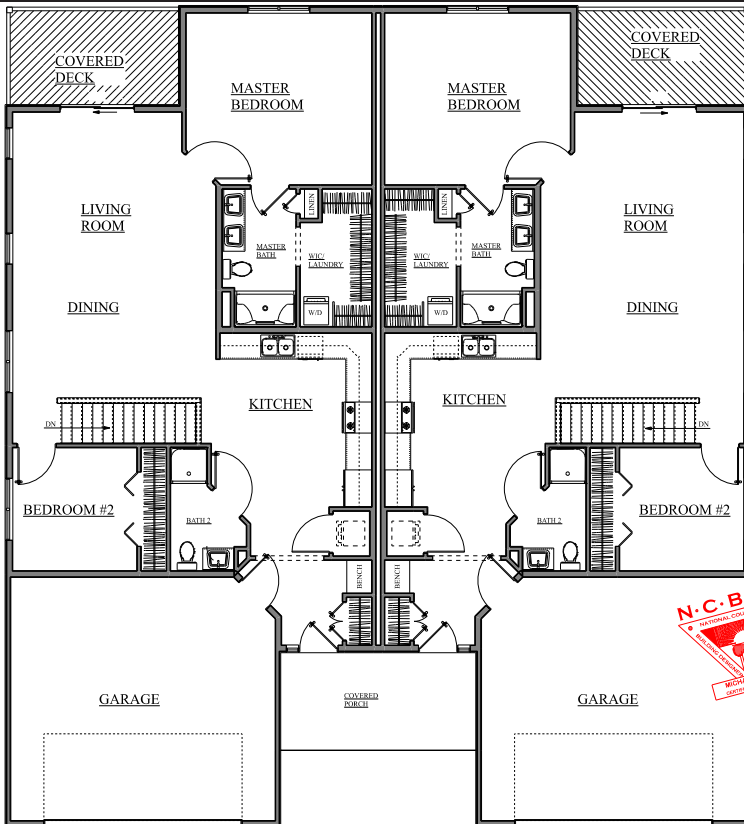


HVAC Lenox ducted heat pump  
 HRV Fantech  
 Lighting fixtures by  
 Ferguson all LED bulbs  
 Roofing Atlas Pinnacle Pristine Black  
 Carpeted bedrooms and stairs  
 Pella casement windows

Plumbing fixtures chrome  
 Legacy Advantage Cabinetry  
 Electrical fixtures brushed nickel  
 Formica laminate countertops  
 Snow Glory paint on interior walls  
 Luxury vinyl planking bathrooms,  
 kitchen, living and dining room

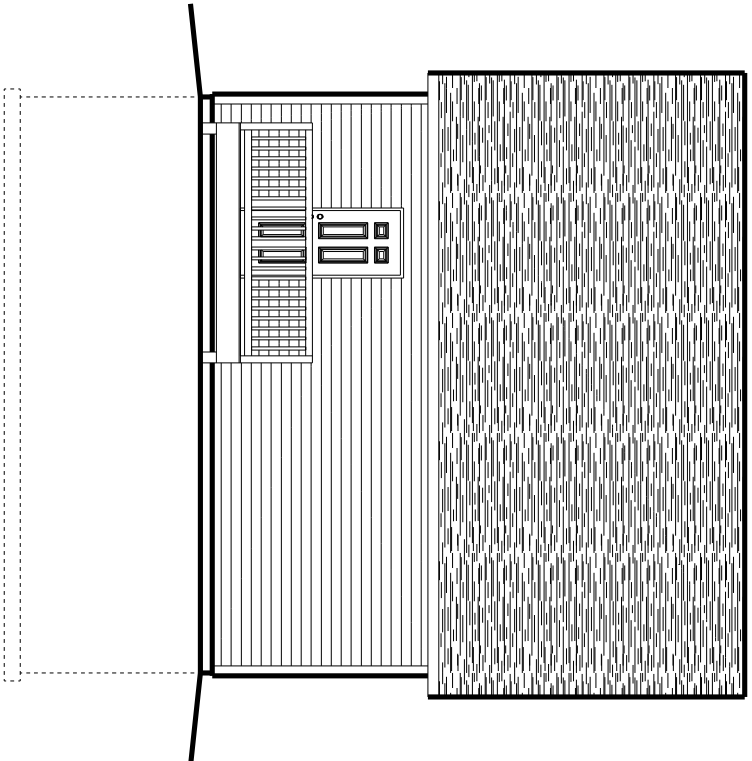
Appliances from  
 Iowa Appliance Center  
 FD Refrigerator, Microwave,  
 Induction Range & Dishwasher

## DUPLIX UPPER & LOWER LEVELS

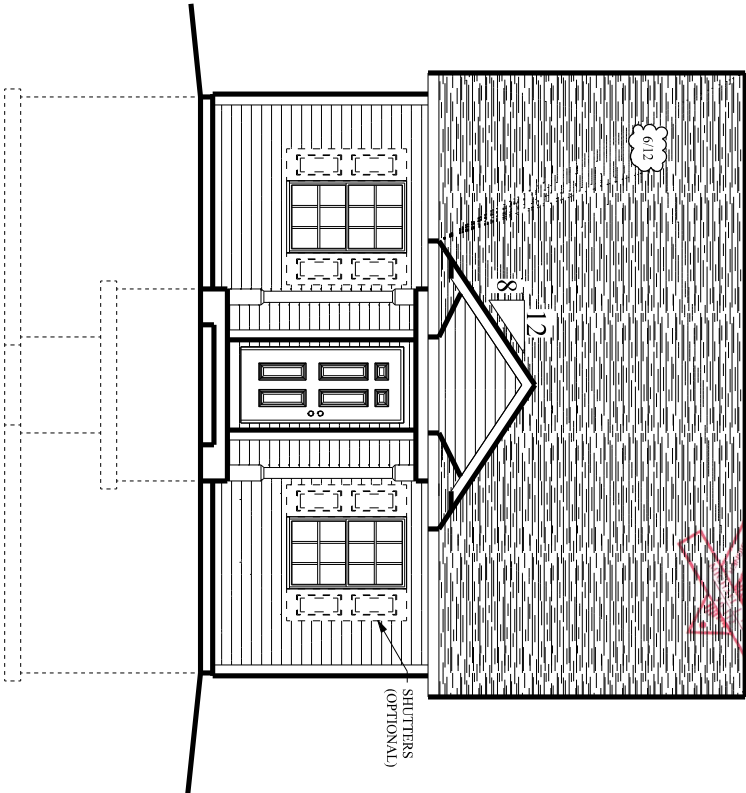


Each Unit: 1323 sq. ft. finished upper level  
 890 sq. ft. unfinished lower level  
 Two bedroom & two bathrooms  
 433 sq. ft. garage.

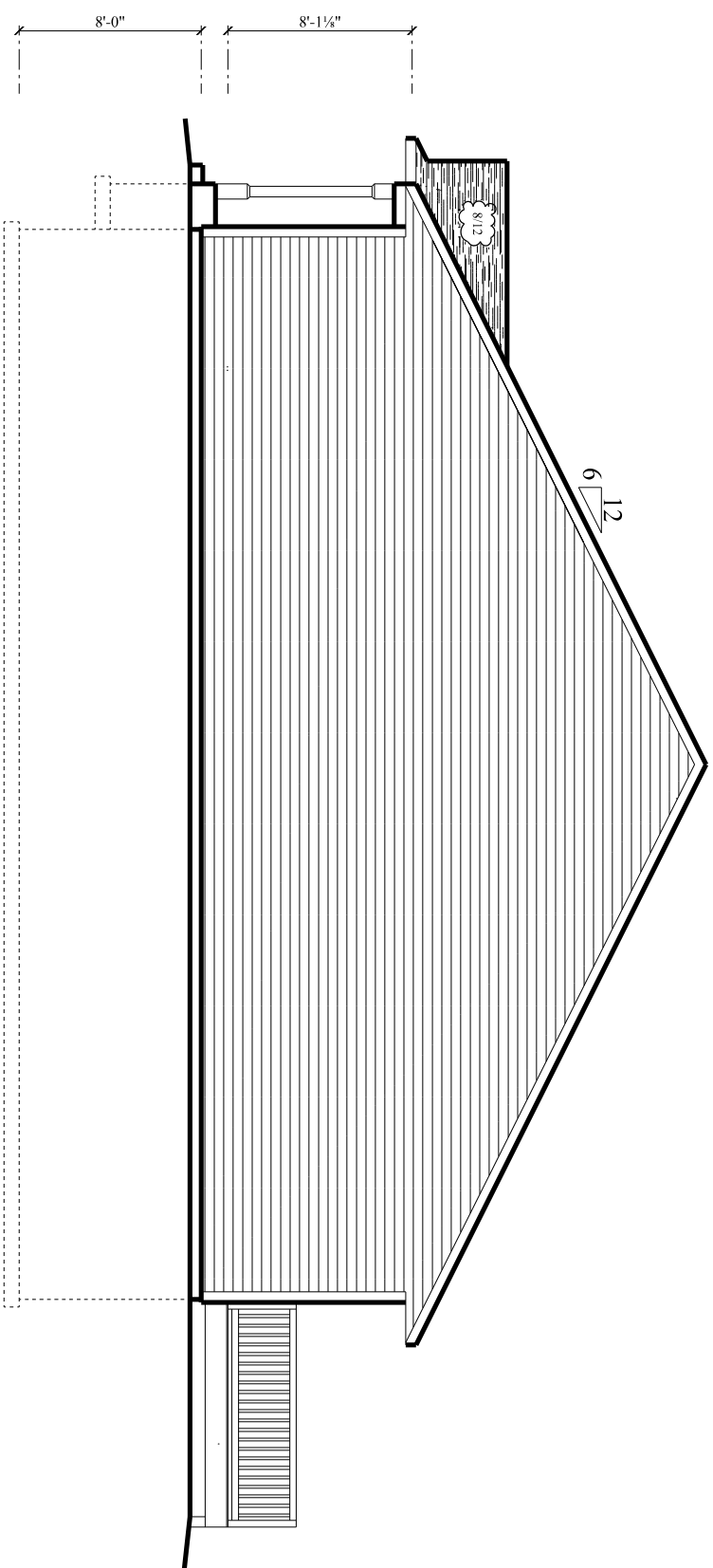
REAR ELEVATION



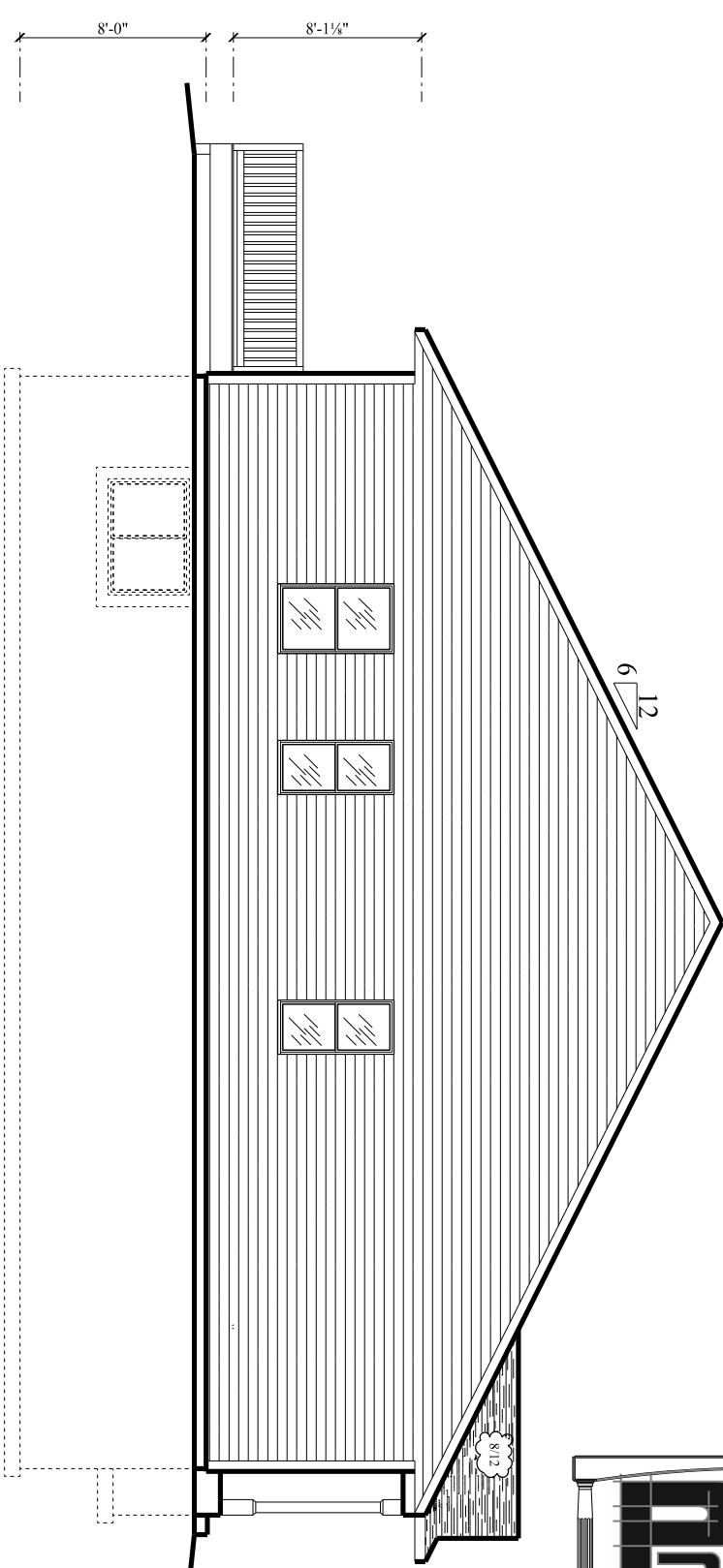
FRONT ELEVATION



RIGHT ELEVATION



LEFT ELEVATION



SHEET #  
**1** of 5

JOB #  
1176-1213  
SCALE: 1/8" = 1'-0"  
December 18, 2013  
DESIGN BY: MIKE PRULL

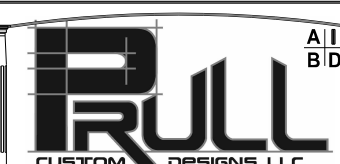
PROJECT NAME  
TODD RICHARDSON CONST.  
HAWK II

SHEET DESCRIPTION  
ELEVATIONS

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SCALE OF THE DRAWINGS MAY BE OFF DUE TO PAPER SHRINKAGE



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Office: 319-846-9353 / Fax: 319-846-9373  
E-mail: Mike@PrullCustomDesigns.com  
Online: www.PrullCustomDesigns.com  
National Council of Building Designer Certification & American Institute of Building Design - Member  
CERTIFIED PROFESSIONAL BUILDING DESIGNER

A I  
B I D



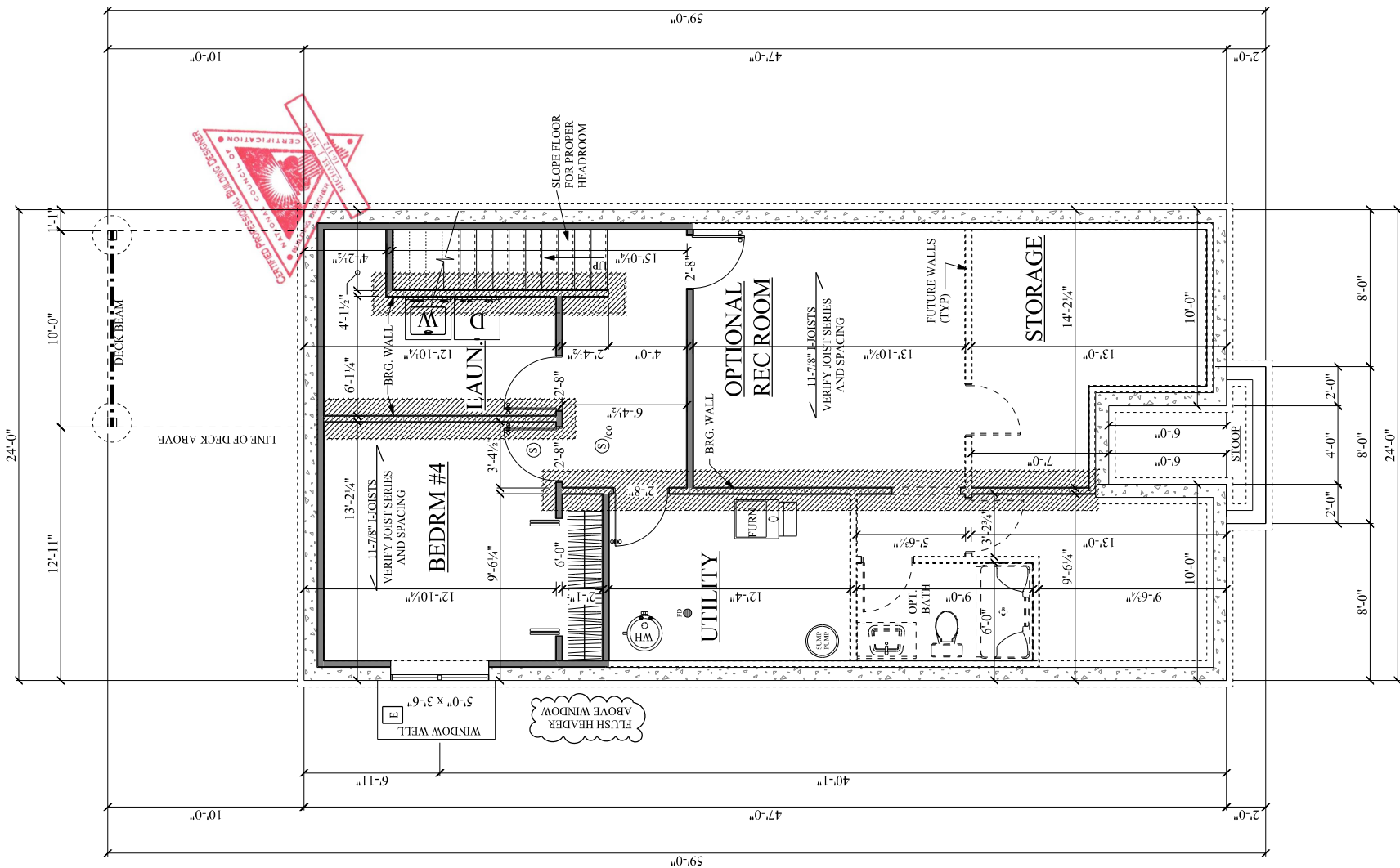
FINISHED AREA  
 389 SQ. FT.

**R302.2.2 Decks.** Where supported by attachment to an exterior wall, decks shall be positively anchored to the primary structure and designed for both vertical and lateral loads as applicable. Such attachment shall not be accomplished by the use of toenails or nails subject to withdrawal. Where positive connection to the primary building structure is required, decks shall be self-supporting. For decks with attached framing, members, connections to exterior walls or other framing members, R402.9 Fastening. Floor framing shall be nailed in accordance with Table R602.3(1). Where posts and beam or girder construction is used to support floor framing, positive connections shall be provided to ensure against uplift and lateral displacement. Such connections shall be designed and constructed to resist uplift resulting from the full live load specified in Table R301.5 acting on the cantilevered portion of the deck.

**R310.1 Emergency escape and rescue required.** Basements and every sleeping room shall have at least one operable emergency and rescue opening. Such opening shall open directly into a public street, public alley, yard or court. Where basements contain one or more sleeping rooms, emergency egress and rescue openings shall be required in each sleeping room, and shall not be required in adjoining areas of the basement. Where emergency escape and rescue openings are provided, they shall have a sill height of not more than 44 inches (1118 mm) above the floor. Where a door opening having a threshold below the adjacent ground elevation serves as an emergency escape and rescue opening and is provided with a bulkhead enclosure, the bulkhead enclosure shall comply with Section R310.3. The net clear opening dimensions required by this section shall be obtained by the normal operation of the emergency escape and rescue opening from the inside. Emergency escape and rescue openings with a finished sill height below the adjacent ground elevation shall be provided with a window well in accordance with Section R310.2. Emergency escape and rescue openings shall open directly into a public way, or to a yard or court that opens to a public way.

**R313.2 Location.** Smoke alarms shall be installed in the following locations:  
 1. In each sleeping room.  
 2. In each separate sleeping area in the immediate vicinity of the bedrooms.  
 3. On each additional story of the dwelling, including basements but not including crawl spaces and uninhabitable attics. In dwellings or dwelling units with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level. When more than one smoke alarm is required to be installed within an individual dwelling unit the alarm devices shall be interconnected in such a manner that the actuation of one alarm will activate all of the alarms in the individual unit.

- GENERAL NOTES, UNLESS OTHERWISE NOTED
- 8" CONC. WALL HEIGHT W/ SGL PLATE
  - 8" CONC. HIGH OPENINGS
  - 8" CONC.
  - 2x4 INTERIOR WALLS
  - EXTERIOR DIMENSIONS TO OUTSIDE OF STUD OR OUTSIDE EDGE OF CONCRETE
  - INTERIOR DIMENSIONS TO EDGE OF STUD
  - CONC. WALLS, PADS & FOOTINGS TO BE VERIFIED BY CONTRACTOR
  - BEAMS TO BE SIZED & VERIFIED BY SUPPLIER.
  - SMOKE DETECTOR IN EACH SLEEPING AREA AND IN ADJACENT CORRIDORS
  - EACH BATHROOM TO HAVE AN EXHAUST FAN
  - TEMPERED GLASS AS REQUIRED BY CODE
  - FROST PROTECTED FOOTINGS
  - CONCRETE CONTRACTOR TO VERIFY ALL BLOCK OUTS WITH MAIN FLOOR PLAN FOR SIZE AND LOCATION
- Ⓢ = SMOKE DETECTORS  
 Ⓢ/co = SMOKE DETECTORS W/ CO. DETECTOR  
 E = EGRESS OPENING



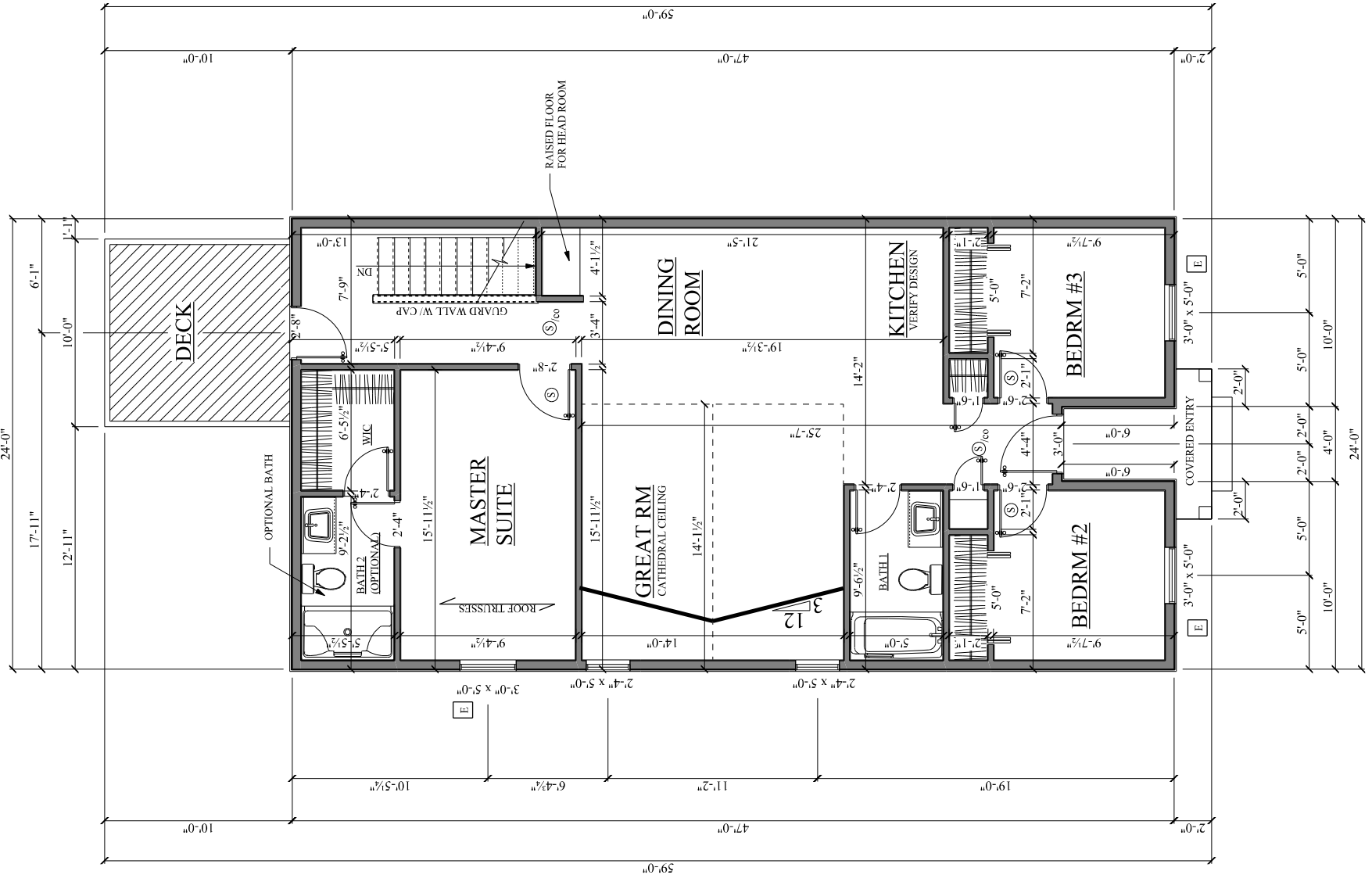
**HOUSE AREA**  
1104 SQ. FT.

**R310.1.1** Minimum opening area. All emergency escape and rescue openings shall have a minimum net clear opening of 5.7 square feet (0.530 m<sup>2</sup>).  
Exception: Grade floor openings shall have a minimum net clear opening of 5 square feet (0.465 m<sup>2</sup>).  
**R310.1.2** Minimum opening height. The minimum net clear opening height shall be 24 inches (610 mm).  
**R310.1.3** Minimum opening width. The minimum net clear opening width shall be 20 inches (508 mm).  
**R310.1.4** Operational constraints. Emergency escape and rescue openings shall be operational from the inside of the room without the use of keys, tools or special knowledge.

**R313.2** Location. Smoke alarms shall be installed in the following locations:  
1. In each sleeping room.  
2. Outside each separate sleeping area in the immediate vicinity of the bedrooms.  
3. On each additional story of the dwelling, including basements but not including crawl spaces and uninhabitable attics. In dwellings or dwelling units with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.  
When more than one smoke alarm is required to be installed within an individual dwelling unit the alarm devices shall be interconnected in such a manner that the actuation of one alarm will activate all of the alarms in the individual unit.

**RR807.1** Attic access. Buildings with combustible ceiling or roof construction shall have an attic access opening to attic areas that exceed 30 square feet (2.8 m<sup>2</sup>) and have a vertical height of 30 inches (762 mm) or more.  
The rough-framed opening shall not be less than 22 inches (559 mm) wide by 62 inches (1575 mm) high and shall be protected by a minimum unobstructed headroom in the attic space shall be provided at some point above the access opening. See Section M1305.1.3 for access requirements where mechanical equipment is located in attics.

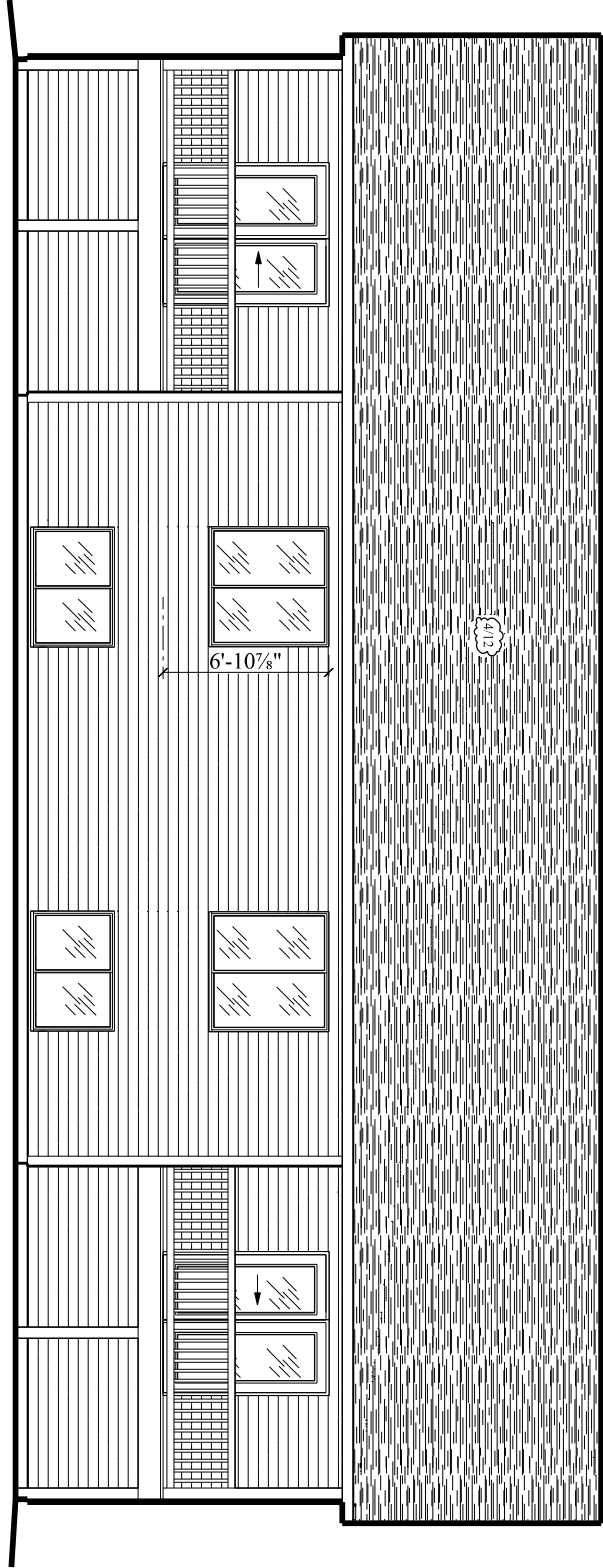
- GENERAL NOTES: UNLESS OTHERWISE NOTED**
- 8'-1 1/8" HOUSE WALL HEIGHT
  - VERIFY WINDOW & DOOR ROUGH OPENINGS
  - 2x6 EXTERIOR WALLS
  - 2x4 INTERIOR WALLS
  - EXTERIOR DIMENSIONS TO OUTSIDE OF STUD
  - INTERIOR DIMENSIONS TO EDGE OF STUD
  - SMOKE DETECTOR IN EACH SLEEPING AREA AND IN ADJACENT CORRIDORS
  - TEMPERED GLASS AS REQUIRED BY CODE
  - EACH BATHROOM TO HAVE AN EXHAUST FAN
  - BEAMS TO BE SIZED & VERIFIED BY SUPPLIER.
  - 20 MINUTE FIRE DOOR BETWEEN GARAGE AND HOUSE
  - VERIFY LOCATION OF ATTIC ACCESS
  - 2x6 PLUMBING WALLS AS REQD
- Ⓢ = SMOKE DETECTORS  
Ⓢ<sub>CO</sub> = SMOKE DETECTORS W/ CO. DETECTOR  
E = EGRESS OPENING



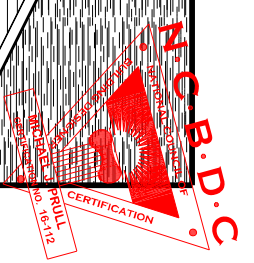
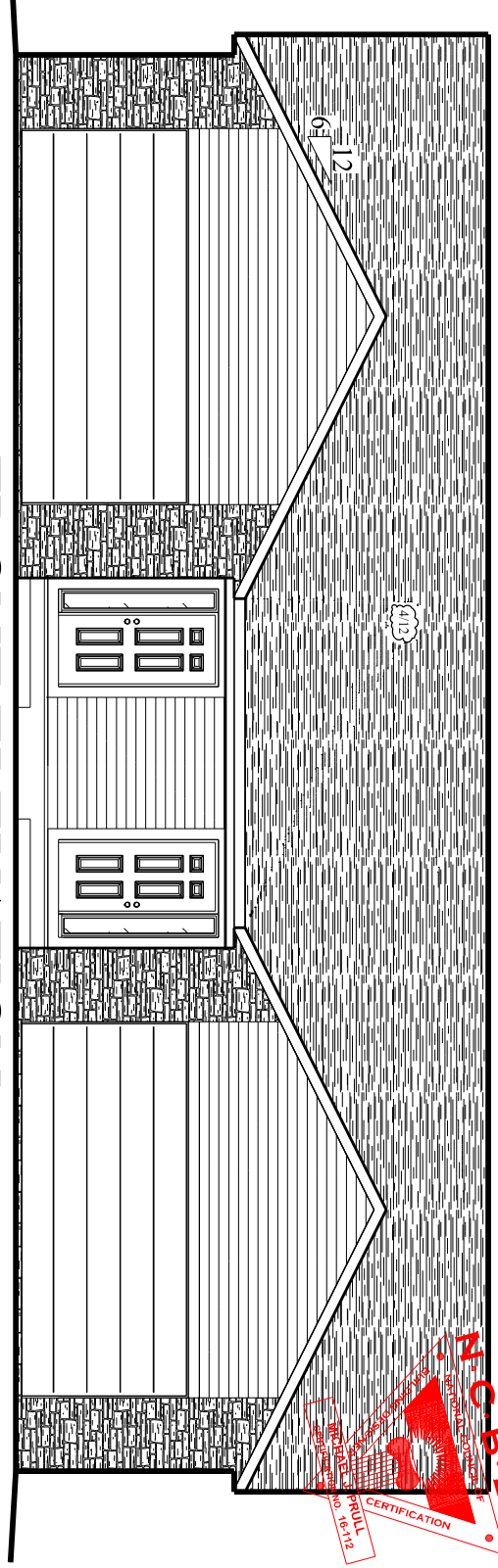
8'-0" 8'-1 1/8"

8'-0" 8'-1 1/8"

REAR ELEVATION



FRONT ELEVATION



SHEET #  
**1** of 8

JOB #  
3304-1022  
SCALE: 1/8" = 1'-0"  
September 25, 2023  
DESIGN BY: MIKE PRULL

PROJECT NAME  
RICHARDSON CONST.  
RALSTON DUPLEX

SHEET DESCRIPTION  
FRONT & REAR  
ELEVATIONS

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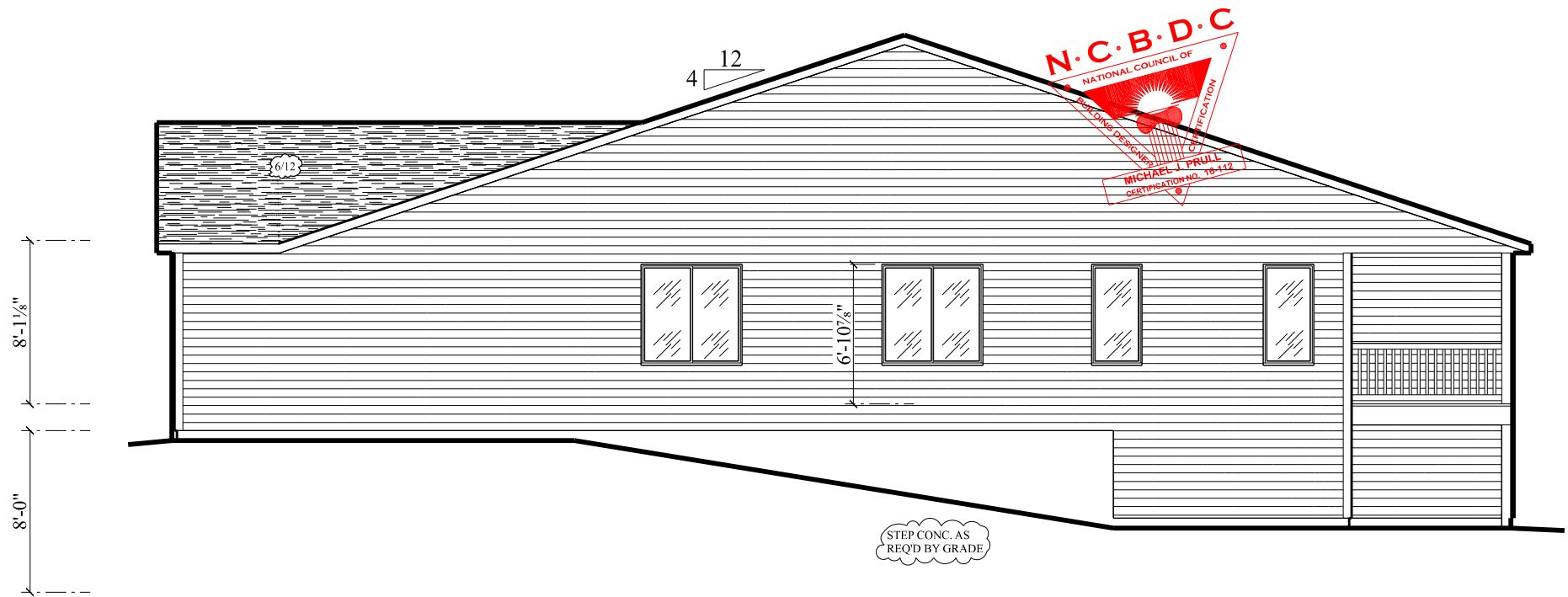
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**PRULL**  
CUSTOM DESIGNS, LLC  
*Home designs you dream about*

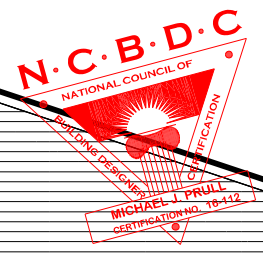
466 Sunset Drive / Fairfax, IA 52228  
Office: 319-846-9353 / Fax: 319-846-9373  
E-mail: Mike@PrullCustomDesigns.com  
Online: www.PrullCustomDesigns.com

National Council of Building Designer Certification  
& American Institute of Building Design - Member  
CERTIFIED PROFESSIONAL BUILDING DESIGNER

AI  
BD



**SIDE ELEVATION**



8'-0"  
8'-1 1/8"

STEP CONC. AS REQ'D BY GRADE

**SHEET #**  
2 of 8

**JOB #**  
3304-1022

SCALE: 1/8" = 1'-0"  
September 25, 2013  
DESIGN BY: MIKE PRULL

**PROJECT NAME**  
RICHARDSON CONST.  
RALSTON DUPLEX

**SHEET DESCRIPTION**  
SIDE ELEVATION

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SCALE OF THE DRAWINGS MAY BE OFF DUE TO PAPER SHRINKAGE.

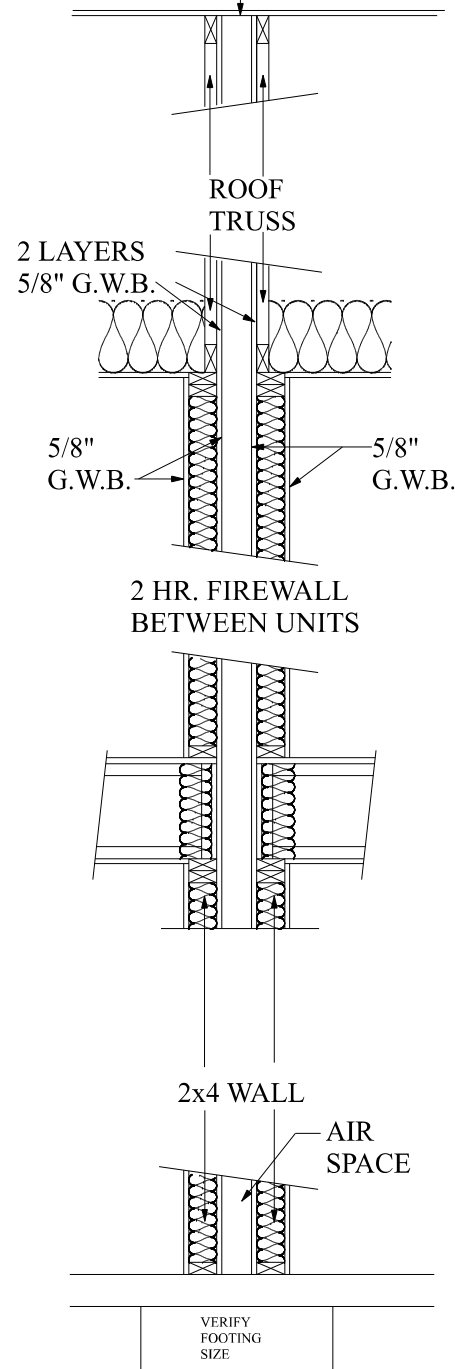
**PRULL**  
CUSTOM DESIGNS, LLC  
Home designs you dream about

466 Sunset Drive / Fairfax, VA 52228  
Office: 319-846-9353 / Fax: 319-846-9373  
E-mail: Mike@PrullCustomDesigns.com  
Online: www.PrullCustomDesigns.com

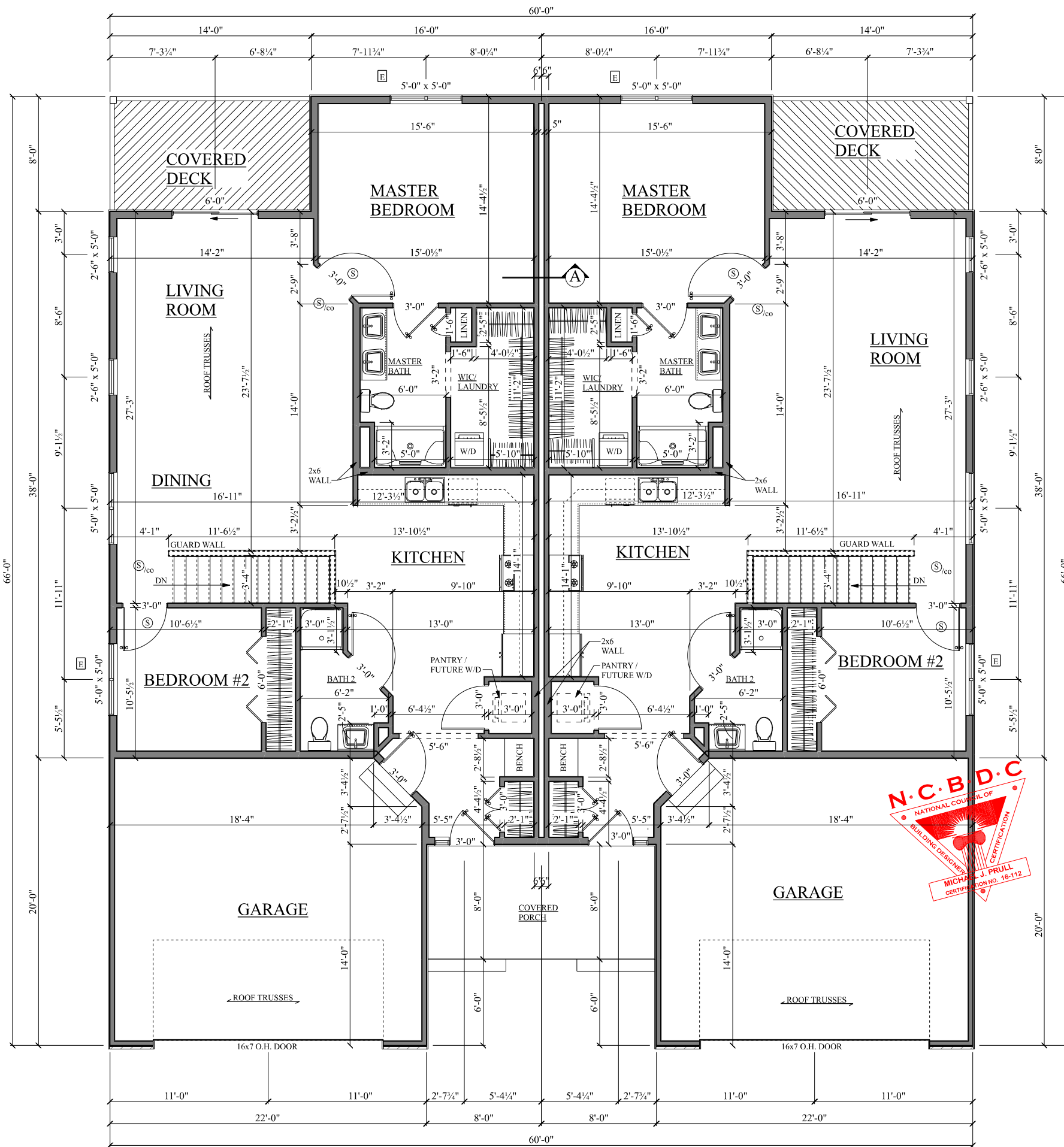
National Council of Building Designer Certification  
& American Institute of Building Design - Member  
CERTIFIED PROFESSIONAL BUILDING DESIGNER



FIRE-RATED DRYWALL TO EXTEND TO ROOF SHEATHING



**DETAIL "A"**  
NO SCALE



**EACH SIDE AREA**  
1323 SQ. FT.

**EACH GARAGE AREA**  
433 SQ. FT.

FOR ADVANCED FRAMING DETAILS  
SEE FIGURE 11.3, 11.4 & 1.9 ON SHEET #7

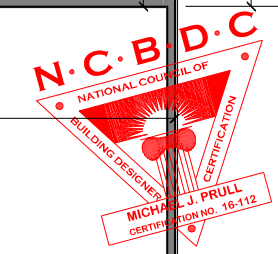
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3. On each additional story of the dwelling, including basements but not including crawl spaces and uninhabitable attics. In dwellings or dwelling units with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.  
When more than one smoke alarm is required to be installed within an individual dwelling unit the alarm devices shall be interconnected in such a manner that the actuation of one alarm will activate all of the alarms in the individual unit.

R807.1 Attic access. Buildings with combustible ceiling or roof construction shall have an attic access opening to attic areas that exceed 30 square feet (2.8 m<sup>2</sup>) and have a vertical height of 30 inches (762 mm) or more.  
The rough-framed opening shall not be less than 22 inches by 30 inches (559 mm by 762 mm) and shall be located in a hallway or other readily accessible location. A 30-inch (762 mm) minimum unobstructed headroom in the attic space shall be provided at some point above the access opening. See Section M1305.1.3 for access requirements where mechanical equipment is located in attics.

**GENERAL NOTES: UNLESS OTHERWISE NOTED**

- 8'-1 1/8" HOUSE WALL HEIGHT
- VERIFY WINDOW & DOOR ROUGH OPENINGS
- 2x6 EXTERIOR WALLS
- 2x4 GARAGE WALLS
- 2x4 INTERIOR WALLS
- EXTERIOR DIMENSIONS TO OUTSIDE OF STUD
- INTERIOR DIMENSIONS TO EDGE OF STUD
- SMOKE DETECTOR IN EACH SLEEPING AREA AND IN ADJACENT CORRIDORS
- TEMPERED GLASS AS REQUIRED BY CODE
- EACH BATHROOM TO HAVE AN EXHAUST FAN
- BEAMS TO BE SIZED & VERIFIED BY SUPPLIER.
- 20 MINUTE FIRE DOOR BETWEEN GARAGE AND HOUSE
- VERIFY LOCATION OF ATTIC ACCESS
- 2x6 PLUMBING WALLS AS REQ'D
- Ⓢ = SMOKE DETECTORS
- Ⓢ<sub>CO</sub> = SMOKE DETECTORS W/ CO. DETECTOR
- ⓔ = EGRESS OPENING



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Home designs you dream about

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SCALE OF THE DRAWINGS MAY BE OFF DUE TO PAPER SHRINKAGE.

SHEET DESCRIPTION  
**MAIN FLOOR PLAN**  
COPYRIGHT 2015 MIKE PRULL

PROJECT NAME  
**RICHARDSON CONST. RALSTON DUPLEX**

JOB #  
3304-1022

SCALE: 1/8" = 1'-0"  
September 25, 2023

DESIGN BY: MIKE PRULL

SHEET #  
**4 of 8**

# MARSHALLTOWN

— I O W A —

## HOUSING & COMMUNITY DEVELOPMENT

---

Deb Millizer, Director  
Clayton Ender, Assistant Director  
24 North Center Street  
Marshalltown, IA 50158-4911  
Tel - (641) 754-5756  
Fax - (641) 754-5717

# Request for Proposals (RFP) for Developer Services for CDBG-DR Grant

City of Marshalltown, Iowa

## Publication Notice

The City of Marshalltown seeks proposals from qualified developers to partner with the City on a new CDBG DR application and, if awarded, deliver newly constructed homes for purchase by income qualified low to moderate income households, a project funded with Community Development Block Grant – Disaster Recovery (CDBG-DR) funds through the Iowa Economic Development Authority (IEDA).

The City anticipates reapplying for CDBG-DR funding to support the construction of six duplexes (12 housing units total) on City-owned parcels that became vacant due to tornado or derecho incidents. Potential development sites currently under evaluation include 704 Lee Street, 307 N. 13th Street, 817–819 N. 5th Avenue, and 908 S. 9th Avenue.

Activities will include, but are not limited to, concept refinement and pre award cost documentation, detailed construction budgets supported by vendor quotes, design coordination and permitting, construction management and delivery of new homes, coordination with the City and grant administrator on environmental review requirements and release of funds, compliance with federal cross cutting requirements, implementation of NGBS Silver certification, marketing and sale of homes to income qualified low to moderate income households, preparation of buyer closing packets and required recorded affordability documents, and provision of all documentation needed for monitoring and project closeout.

A full description of the work specifications is available at City Hall, 24 N. Center Street, Marshalltown, Iowa 50158.

## Scope of Work

The developer must be prepared and qualified to provide the following services, consistent with IEDA CDBG DR program guidance, the Housing and Community Development Act, and 24 CFR requirements:

## Pre-Application Services

- **Developer commitment.** Submit a signed developer commitment letter for the City application. Identify the project team and roles. Provide prior experience and references. Provide a financial capacity statement. Confirm willingness to enter a development agreement if the project is awarded.
- **Environmental review support and site readiness.** Provide environmental review support materials requested under 24 CFR Part 58. Provide site plans, scopes, maps, photos, and utility information. Confirm site feasibility with the City. Confirm site control status with the City. Take no choice limiting actions prior to environmental clearance and release of funds. Do not bid, contract, order for construction, acquire property, or start construction prior to release of funds.
- **Cost documentation and cost reasonableness.** Provide a detailed line-item budget with assumptions. Provide source documentation supporting costs. Provide written vendor quotes for major cost drivers. Do not submit a one-page summary as the only support.
- **Milestone schedule.** Provide a milestone schedule that includes IEDA tracked milestones. Include a release of funds target date. Include a first construction claim target date. Include a construction completion target date. Include a national objective documentation target date with closings complete and LMI compliance documented.
- **Green building plan.** Provide a green building plan meeting the required standard. Deliver NGBS Silver certification. Identify the rater or verifier. Identify inspection points and documentation requirements. Provide budget assumptions for certification and inspections.
- **Compliance readiness.** Provide a compliance readiness plan for federal requirements. Include a Davis Bacon compliance approach when applicable. Include a Section 3 compliance approach when applicable. Include a fair housing and affirmative marketing approach. Include a recordkeeping plan aligned with monitoring expectations.
- **Public participation support.** Support the City with public participation as requested. Attend the application hearing or other meetings when requested. Provide project descriptions, visuals, budgets, and schedules for notices and presentations.
- **Homebuyer pipeline and sales plan.** Provide an outreach plan targeted to income qualified homebuyers. Provide a lender engagement plan. Provide a buyer documentation and closing plan. Coordinate recorded affordability and recapture documents required by the program.

Provide application inputs and attachments for IowaGrants, including the signed

developer commitment letter, project narrative inputs, plans, budget support, schedule, and team information requested by the City and the grant administrator

## Development Services After Award

If the City is awarded CDBG DR funding, the City intends to enter a development agreement with the selected developer for full project delivery through construction completion, home sales to income qualified buyers, and closeout documentation. Proposals must demonstrate organizational capacity to provide a team with expertise in the following areas:

- **Planning and environmental compliance support.** Coordinate with the City and grant administrator on 24 CFR Part 58 requirements, historic preservation, floodplain requirements, and any mitigation conditions. Begin environmental coordination early. No bidding, contracting, ordering for construction, property acquisition for the project, or construction prior to Release of Funds.
- **Design, permitting, and construction delivery.** Provide or manage design and engineering services as needed for permit ready plans. Obtain permits and approvals. Manage construction sequencing, quality control, inspections, and warranties. Deliver homes consistent with the approved scope, schedule, and budget.
- **Contractor procurement and contracting.** Procure and manage contractors consistent with the development agreement and applicable federal requirements. Support wage rate requests when required. Verify non debarment for covered parties. Include required contract clauses, including Section 3 and Davis Bacon requirements when applicable.
- **Federal cross cutting requirements coordination.** Support Davis Bacon labor standards compliance when applicable. Support Section 3 compliance and reporting when applicable. Support URA and anti-displacement requirements. Support civil rights and fair housing compliance, including affirmative marketing documentation.
- **Cost documentation and payment support.** Provide cost reasonableness documentation and supporting source documentation for draws. Coordinate with the City and grant administrator on IowaGrants claims processing and provide all documentation needed for reimbursement, retainage, and reconciliation.
- **Project accounting and audit readiness.** Maintain job cost records, contracts, change orders, invoices, and proof of payment in an audit ready file structure. Support monitoring, audit, and closeout requests with complete and timely documentation.
- **Homebuyer qualification and closings.** Coordinate with the City and grant administrator on 24 CFR Part 5 income eligibility documentation. Support homebuyer affordability, owner occupancy, and primary residence requirements. Prepare closing packets and ensure required affordability and recapture documents are recorded. Support updates to required disclosures as needed.
- **Public participation support.** Support the City with project information for notices and hearings, including the Status of Funded Activities hearing at about 50 percent completion. Attend public meetings when requested and provide visuals, schedules, and progress updates.

- **Monitoring and closeout support.** Maintain project files aligned with the IEDA monitoring checklist. Coordinate desktop and onsite monitoring. Respond to findings within required timeframes. Provide all documentation needed for final reporting and closeout submission within required deadlines.
- **Green building requirements.** Deliver NGBS Silver certification. Coordinate rater or verifier inspections, documentation, and final certification evidence for City and IEDA

## Program Compliance Framework

The Developer shall support compliance with all IEDA and HUD requirements throughout the project and shall coordinate with the City and the City’s grant administrator. This includes, but is not limited to, the following.

- Securing Release of Funds prior to any choice limiting actions. Do not bid, contract, order materials tied to a construction contract, acquire property for the project, or start construction prior to Release of Funds.
- Requesting wage determinations through the City and grant administrator when Davis Bacon applies. Implement labor standards requirements when applicable, maintain certified payroll documentation, and resolve labor standards issues promptly.
- Confirming non debarment of all contractors and subcontractors prior to award. Flow down required federal clauses in all subcontracts, including Section 3 and Davis Bacon clauses when applicable.
- Providing complete source documentation to support reimbursement claims. Submit invoices, proof of payment, contracts, change orders, and other required documentation in a timely manner to support regular draw activity.
- Maintaining complete project files consistent with IEDA recordkeeping and monitoring checklists. Address monitoring findings within required timelines, including 30 days when required.
- Documenting fair housing and affirmative marketing activities. Maintain buyer selection documentation and buyer files as required for national objective documentation.
- Special conditions and changes. Track and clear any award or contract special conditions assigned to the Developer. Notify the City in writing of any proposed changes to scope, budget, schedule, sites, unit count, or buyer eligibility approach that could require IEDA approval or an amendment. Provide supporting documentation for any requested change and cooperate with the City and the grant administrator on amendment processing.

## Statement of Qualifications

Proposals should include the following information:

- Developer entity and legal standing. Provide the legal name of the developer entity, Iowa registration status, and confirmation the firm is in good standing. Identify ownership structure and any affiliates expected to participate. Provide disclosure of any current or past debarment, suspension, enforcement actions, or litigation that impacts performance.
- Project team disciplines. Identify the architect assigned to the project. For townhomes or other attached product, identify the structural engineer assigned to the project. If the proposal includes infrastructure in support of housing, identify the civil engineer assigned to the project. Provide firm names, key contacts, and Iowa licensure status where applicable.
- Team and delivery capacity. Demonstrate organizational capacity to deliver for sale new construction housing under a CDBG DR funded project. Include an organizational chart and identify the project manager, construction manager, cost estimator, compliance lead, sales and closing lead, and key subcontractors. Provide resumes for key staff. Describe staffing coverage for overlapping deadlines across design, permitting, construction, compliance documentation, and closings.
- Financial capacity, insurance, and bonding. Provide evidence of financial capacity to carry the project through design and construction and to manage cash flow consistent with a reimbursement process. Provide one item, lender letter of capacity, audited financial statements, reviewed financial statements, or other evidence acceptable to the City. Provide bonding capacity and confirm the firm will meet City insurance and bonding requirements.
- Relevant experience with for sale affordable housing. Describe experience delivering comparable for sale housing projects within the last five years. Include experience with affordable homeownership programs, income restricted sales, recorded affordability or recapture mechanisms, and coordination with public sector partners. Include experience with IEDA CDBG or other HUD funded housing programs where available.
- For sale LMI compliance readiness. Describe the firm's approach to selling units to income qualified buyers at or below 80 percent AMI and documenting eligibility under 24 CFR Part 5. Describe the approach for primary residence enforcement, no second homes, buyer file documentation, and recording affordability and recapture documents at closing. Describe the approach for maintaining affordability compliance through the required period.
- Federal compliance readiness and performance. Describe experience and approach for compliance coordination, including environmental review coordination and no choice limiting actions prior to Release of Funds, Davis Bacon compliance when triggered, Section 3 compliance when triggered, URA and anti-displacement coordination, and fair housing and affirmative marketing documentation. Describe recordkeeping aligned with IEDA monitoring expectations and response times for findings, including timely remediation within 30 days when findings occurred.
- Green building readiness. Describe experience meeting NGBS requirements. Provide the proposed plan for NGBS Silver certification, including the rater or verifier, inspection points, documentation flow, and how certification integrates into the schedule and budget.
- Cost documentation strength. Provide an example of a detailed construction budget and supporting source documentation used on a comparable project. Describe the firm's approach

to cost reasonableness support, including vendor quote collection, bid tabulation, change order documentation, and reconciliation to final costs.

- References. Provide references from prior clients and partners for related work within the past five years. Include contact information, project type, unit count, delivery timeline, total development cost, and a short summary of performance outcomes.

## **Proposed Cost of Services**

Proposals must include the full development and construction pricing for the homes, including all developer costs built into the construction price. The City will not pay a separate developer fee outside the project construction budget.

- The proposal must show, a total not to exceed price per unit and total project price.
- A detailed line-item construction budget with source support for major cost drivers.
- The amount and basis of any embedded developer fee and overhead, shown as a line item within the project budget.
- The cash flow plan, including how the developer will carry costs between reimbursements.
- A statement confirming no costs will be incurred, and no work will start, that would violate environmental review and release of funds rules.

## **Evaluation Criteria**

Proposals will be evaluated and ranked according to the following criteria:

Experience delivering for sale housing and affordable homeownership projects, including LMI sales and recorded affordability or recapture mechanisms. 25 points.

Previous work performance, schedule adherence, quality outcomes, and monitoring or compliance outcomes on federally funded or state funded projects. 20 points.

Team capacity and specialized expertise, including named project manager, construction management capacity, and identified architect, plus other disciplines as applicable. 25 points.

Cost reasonableness and documentation quality, including detailed line-item budget and vendor quote support for major cost drivers. 20 points.

Buyer pipeline and sales readiness, including lender partnerships, affirmative marketing approach, and closing packet readiness. 10 points.

Total possible points. 100.

**Minimum Qualification:** Proposers must demonstrate financial capacity to complete the project and provide evidence of ability to meet City insurance and bonding requirements. The City reserves the right to deem non responsive any proposal that does not meet this requirement.

## **Timeline for Services**

The City will align the developer agreement and project delivery schedule with IEDA and HUD deadlines. The City expects two construction seasons, plus a short window for final closings and closeout documentation.

Final site selection will occur during the application and environmental review phase, in consultation with IEDA, and based on confirmed site control.

### **Timeline for Procurement and Project Delivery**

RFP Released: February 4, 2026

Questions Due: February 20, 2026

Proposals Due: February 26, 2026 at 10:00 a.m.

Staff Review and Selection Recommendation: by March 3, 2026

Council Approval and Contract Execution: March 9, 2026

### **Application and Award Milestones**

IEDA application entry and submission, date to be coordinated with IEDA after developer selection

Anticipated IEDA award, date to be coordinated with IEDA

Environmental clearance, developer agreement, and pre construction conditions, start as soon as practicable after award, no choice limiting actions prior to Release of Funds

### **Contract Period and Closeout Deadlines**

The City's CDBG DR agreement with HUD expires September 28, 2028. Subrecipient activities must be complete, including national objective documentation and administrative closeout, no later than June 1, 2028. The City anticipates a contract period of performance from May 1, 2026 through April 30, 2028 to allow two construction seasons and a short window in 2028 for closings and closeout documentation.

### **SOFA requirement**

Status of Funded Activities hearing at about 50 percent completion. IEDA will pause draws after 50 percent until SOFA documentation is submitted.

### **General Conditions**

The City reserves the right to reject any or all proposals, to request clarifications, and to cancel this RFP at any time when the City determines cancellation serves the public interest.

The City reserves the right to waive informalities and minor irregularities in proposals when the waiver does not affect the intent of the RFP, does not provide an unfair advantage to any proposer, and does not conflict with applicable law or IEDA procurement standards.

Addenda process. All questions must be submitted in writing to the RFP Contact by the published deadline. The City will issue written addenda to respond to questions and to make changes to this RFP. The City will post addenda and official responses at the location stated in the RFP posting. Only written addenda issued by the City are binding. Oral statements by City staff or others do not modify this RFP.

Public records and confidentiality limits. Proposals and related materials submitted to the City are subject to public disclosure under Iowa Code Chapter 22. A proposer may request confidential treatment of specific portions of a proposal by clearly marking those portions as confidential and providing a written explanation of the legal basis for confidentiality. The City will review the request. The City does not guarantee confidentiality and will disclose information when required by law.

Proposal validity. Proposals must remain valid for at least 90 calendar days after the proposal due date. The City may request an extension of the validity period.

Costs. All costs associated with preparing and submitting a proposal are the sole responsibility of the proposer. The City will not reimburse any costs incurred in response to this RFP

## **Insurance and Bonding Conditions**

Insurance. The selected developer and all contractors must provide a certificate of insurance meeting the City of Marshalltown minimum requirements before contract execution and before any work begins. Minimum insurance requirements include automobile liability of 1,000,000 combined single limit for bodily injury and property damage, general liability insurance of 1,000,000 each occurrence, 1,000,000 personal and advertising injury, 2,000,000 general aggregate, and workers compensation statutory with employers liability of 500,000 per accident, 500,000 per disease, and 500,000 policy limit. The certificate of insurance must provide written notice to the City Clerk 30 days prior to any change of coverage or termination of policy. The City of Marshalltown must be listed as additional insured.

Bonding. The development agreement will state bond requirements for construction. For public improvement construction contracts at or above the statutory threshold, require a bond consistent with Iowa Code Chapter 573.

## **Submission Information**

Proposals must be submitted no later than **February 26, 2026 at 10:00 a.m.** to:

**Deb Millizer, Housing & Community Development Director**

City of Marshalltown

24 N. Center Street

Marshalltown, IA 50158

[dmillizer@marshalltown-ia.gov](mailto:dmillizer@marshalltown-ia.gov)

(641) 754-5756

Questions regarding this request for proposals should also be directed to: Deb Millizer, Housing & Community Development

Director

## Section 3 Clause

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

C. The contractor agrees to post copies of a notice advising workers of the Contractor's commitments under Section 3 in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to provide written notice of employment and contracting opportunities to all known Section 3 Workers and Section 3 Businesses.

E. The contractor agrees to employ, to the greatest extent feasible, Section 3 workers or provide written justification to the recipient that is consistent with 24 CFR Part 75, describing why it was unable to meet minimum numerical Section 3 Worker hours goals, despite its efforts to comply with the provisions of this clause.

F. The contractor agrees to maintain records documenting Section 3 Workers that were hired to work on previous Section 3 covered projects or activities that were retained by the contractor for subsequent Section 3 covered projects or activities.

G. The contractor agrees to post contract and job opportunities to the Opportunity Portal and will check the Business Registry for businesses located in the project area.

H. The contractor agrees to include compliance with Section 3 requirements in every subcontract for Section 3 projects as defined in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

I. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment

opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.

J. The contractor will certify that they have followed prioritization of effort in 24 CFR part 75.19 for all employment and training opportunities. The contractor will further certify that it meets or exceeds the applicable Section 3 benchmarks, defined in 24 CFR Part 75.23, and if not, shall describe in detail the qualitative efforts it has taken to pursue low- and very low-income persons for economic opportunities.

K. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

## **Compliance Expectations**

The Developer shall support compliance with all IEDA and HUD requirements throughout the project and shall coordinate with the City and the City's grant administrator. This includes, but is not limited to, the following.

- Securing Release of Funds prior to any choice limiting actions. Do not bid, contract, order materials tied to a construction contract, acquire property for the project, or start construction prior to Release of Funds.
- Requesting wage determinations through the City and grant administrator when Davis Bacon applies. Implement labor standards requirements when applicable, maintain certified payroll documentation, and resolve labor standards issues promptly.
- Confirming non debarment of all contractors and subcontractors prior to award. Flow down required federal clauses in all subcontracts, including Section 3 and Davis Bacon clauses when applicable.
- Providing complete source documentation to support reimbursement claims. Submit invoices, proof of payment, contracts, change orders, and other required documentation in a timely manner to support regular draw activity.
- Maintaining complete project files consistent with IEDA recordkeeping and monitoring checklists. Address monitoring findings within required timelines, including 30 days when required.
- Documenting fair housing and affirmative marketing activities. Maintain buyer selection documentation and buyer files as required for national objective documentation.
- Special conditions and changes. Track and clear any award or contract special conditions assigned to the Developer. Notify the City in writing of any proposed changes to scope, budget, schedule, sites, unit count, or buyer eligibility approach that trigger IEDA approval or an amendment. Provide supporting documentation for any requested change and cooperate with the City and the grant administrator on amendment processing.



**To:** Mayor and City Council  
**From:** Kelsie Stafford, Director  
**Meeting Date:** March 9, 2026  
**Re:** Public Hearing and Resolution Approving the Proposed Plans, Specifications, Form of Contract and Opinion of Probable Cost for the Water Plaza at Mega-10 Park Non-Skid Rubberized Coating Project #PRK22004

**Strategic Plan Objective:**

- Goal 2: Enhance Marshalltown's public image.
- Goal 3: Continually improve and sustain the City's infrastructure, organization, and services.
- Goal 4: Partner with citizens, for-profit, non-profit, and others to improve quality of life.

**Recommended:**

Staff recommends that Council approve the proposed plans, specifications, form of contract and opinion of probable cost following a public hearing.

**Budget Impact:**

The Water Plaza at Mega-10 Park Non-Skid Rubberized Coating Project was originally specified in the plans for the Water Plaza at Mega-10 Park Project, #PRK22-004. Due to the high bid price for the application and installation of the non-skid rubberized coating, the item was value engineered out of the original contract. Following Council approval, staff will continue with the bidding process to execute this project as a complement to the Water Plaza at Mega-10 Park Project. There is a \$55,000.00 project allowance for this item in the current budget, and any overage will be funded by the project contingency.

**Project Expenses:**

Design Engineering	\$296,400.00	<i>Bolton &amp; Menk</i>
Construction Engineering	\$190,185.00	<i>Bolton &amp; Menk</i>
Allowance - Rubberized Coating	\$55,000.00	<i>TBD</i>
Allowance - Signage	\$50,000.00	<i>Coordination with ACA</i>
Allowance - Sculpture	\$395,000.00	<i>Coordination with 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>

Electrical Service & Transformer	\$30,723.50	<i>Alliant Energy</i>
Electrical Service Installation	\$2,545.09	<i>Alliant Energy</i>
Construction Bid (+ CO-0)	\$1,887,325.00	<i>Edge Commercial</i>
Construction Change Order 1	(\$2,703.00)	<i>Edge Commercial</i>
Construction Change Order 2	\$945.00	<i>Edge Commercial</i>
Construction Change Order 3	\$9,144.00	<i>Edge Commercial</i>
Construction Change Order 4	\$2,926.93	<i>Edge Commercial</i>
Construction Change Order 5	(\$340.00)	<i>Edge Commercial</i>
<b>TOTAL</b>	<b>\$2,934,456.52</b>	
<b>Funding Sources:</b>		
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>
Electrical Reimbursement	\$30,000.00	<i>Bolton &amp; Menk/KED Bluestone</i>
<b>TOTAL</b>	<b>\$3,107,138.15</b>	

**Description/Background:**

The Water Plaza at Mega-10 Park Non-Skid Rubberized Coating Project was originally specified in the plans for the Water Plaza at Mega-10 Park Project, #PRK22-004. Due to the high bid price for the application and installation of the non-skid rubberized coating, the item was value engineered out of the original contract. Following Council approval, staff will continue with the bidding process to execute this project as a complement to the Water Plaza at Mega-10 Park Project. The Non-Skid Rubberized Coating will be applied to all wet deck areas, providing a colorful, non-slip surface in the spray ground areas of the Apgar Family Water Plaza. The coating specified in the proposed Plans and Specifications is a UV resistant polyurethane coating which cures into a tough, textured coating with abrasion, chemical resistance and non-slip properties.

**Attachments:**

1. 2026-03-09\_2026-040\_Resolution Approve Plans, Specs Water Plaza Non-Skid Rubberized Coating Project

2. PRK22004 Non-Skid Rubberized Coating Plan\_260220
3. PRK22004 Non-Skid Rubberized Coating Project Manual\_r2
4. PRK22004 Non-Skid Rubberized Coating Project Opinion of Probable Cost\_r1

**RESOLUTION APPROVING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND COST FOR THE WATER PLAZA AT MEGA-10 PARK NON-SKID RUBBERIZED COATING PROJECT NO. PRK22004 IN THE CITY OF MARSHALLTOWN**

**WHEREAS**, there was placed on file in the office of the Clerk of the City of Marshalltown, Iowa, proposed plans and specifications, proposed form of contract and estimated cost for a public improvement in the City of Marshalltown, Iowa, for the Water Plaza at Mega-10 Park Non-Skid Rubberized Coating Project No. PRK22004, as fully set forth in the resolution ordering same, and that public notice of hearing on such plans, specifications and form of contract were duly published in the Marshalltown Times-Republican in time for hearing now before the Council, and

**WHEREAS**, written objections to the plans, specifications and form of contract have been called for and no such written objections have been filed with the City Clerk, and oral objections being called for and no oral objections being made in open Council, it is the decision of this Council that such plans, specifications, form of contract and estimate of cost should be approved.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA**, that the plans, specifications, form of contract and estimated cost heretofore placed on file and upon which public notice has been duly given and no objections thereto have been made either in writing or in open council, the Council does now adopt and approve the plans, specifications, form of contract and estimate of cost for Project No PRK22004, being the Water Plaza at Mega-10 Park Non-Skid Rubberized Coating Project in the City of Marshalltown, Iowa.

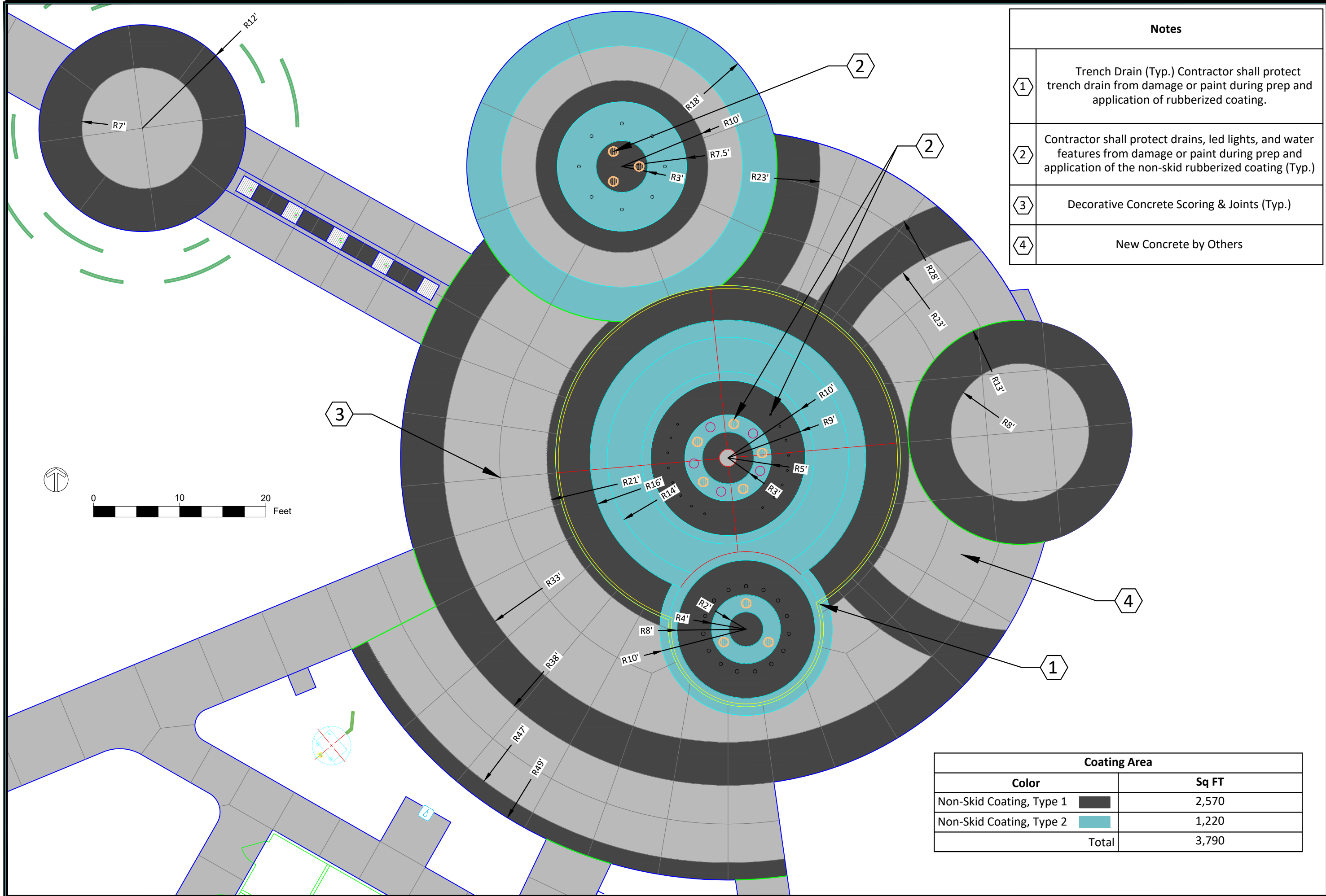
Passed this 9<sup>th</sup> day of March 2026, and signed this \_\_\_\_\_ day of March 2026.

CITY OF MARSHALLTOWN, IOWA

\_\_\_\_\_  
Mike Ladehoff, Mayor

ATTEST:

\_\_\_\_\_  
Alicia Hunter, CMC, City Clerk



Notes	
①	Trench Drain (Typ.) Contractor shall protect trench drain from damage or paint during prep and application of rubberized coating.
②	Contractor shall protect drains, led lights, and water features from damage or paint during prep and application of the non-skid rubberized coating (Typ.)
③	Decorative Concrete Scoring & Joints (Typ.)
④	New Concrete by Others

Coating Area		
Color		Sq FT
Non-Skid Coating, Type 1	■	2,570
Non-Skid Coating, Type 2	■	1,220
Total		3,790

Drawn By: BCD	Chk' By: HT	Proj. No: PRK22004	Date: 2/20/26
		Dwg. No: WATER PLAZA BASE - TUFFCOAT	
		VP. No: EMMAN DESIGN (3) - DEMO 01	

CITY OF MARSHALLTOWN, IOWA  
DEPARTMENT OF PUBLIC WORKS  
24 N. CENTER ST., MARSHALLTOWN, IA. 50158  
PH. (641) 754-5734

**MARSHALLTOWN**  
MORE THAN EVER

CITY OF MARSHALLTOWN, IOWA  
WATER PLAZA AT MEGA-10 PARK  
NON-SKID RUBBERIZED  
COATING PROJECT

1  
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**Mike Ladehoff, Mayor  
Carol Webb, Administrator  
Kelsie Stafford, Parks and  
Recreation  
24 North Center Street  
Marshalltown, IA 50158-4911  
Tel - (641) 754-5715**

**WATER PLAZA AT MEGA-10 PARK NON-SKID  
RUBBERIZED COATING PROJECT**

**PRK22004**

**PREPARED BY:  
City of Marshalltown**

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# **BIDDING AND CONTRACT DOCUMENTS**

# OFFICIAL NOTICE OF HEARING AND LETTING

**CITY OF MARSHALLTOWN**

**MARSHALLTOWN, IOWA**

## **WATER PLAZA AT MEGA-10 PARK NON-SKID RUBBERIZED COATING PROJECT PROJECT NO. PRK22004**

NOTICE OF PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, PROPOSED FORM OF CONTRACT AND OPINION OF PROBABLE COST FOR THE WATER PLAZA AT MEGA-10 PARK NON-SKID RUBBERIZED COATING PROJECT IN THE CITY OF MARSHALLTOWN, IOWA, AND THE TAKING OF BIDS FOR SUCH IMPROVEMENTS.

A public hearing will be held at 5:30 p.m. local time on the 9th day of March, 2026 in the Council Chambers, Second Floor, 10 West State Street, Marshalltown, Iowa, on the proposed plans, specifications, proposed form of contract, and the opinion of probable cost of improvements proposed to be constructed under PROJECT NO. PRK22004, the WATER PLAZA AT MEGA-10 PARK NON-SKID RUBBERIZED COATING PROJECT, which is now on file in the office of the City Clerk and at said hearing any interested person may appear and file objection thereto or to the bidding process.

Sealed proposals based upon the proposed plans, specifications, proposed form of contract, opinion of probable costs of improvement, will be received at the City Clerk's Office located at 24 N. Center Street, Marshalltown, IA until 10:30 a.m. local time, on the 17<sup>th</sup> day of March, 2026 for the construction of the WATER PLAZA AT MEGA-10 NON-SKID RUBBERIZED COATING PROJECT as described in the plans and specifications for Project No. PRK22004, and which will be opened, read, and tabulated by the Park and Recreation Director or her designate at that time, will be acted upon by the City Council of said City at a meeting to be held in the Council Chambers on the 23<sup>rd</sup> day of March, 2026 or at such later time and place as may then be fixed.

The proposed work will involve furnishing the labor, equipment, and materials necessary for constructing the WATER PLAZA AT MEGA-10 PARK NON-SKID RUBBERIZED COATING PROJECT in Marshalltown, Iowa as shown in the plans and specifications for PROJECT NO. PRK 22-004, the WATER PLAZA AT MEGA-10 PARK NON-SKID RUBBERIZED COATING PROJECT.

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

All labor, materials, and equipment necessary for furnishing and complete application of non-skid rubberized coating. All surface prep and coats required are considered incidental to the "Non-Skid Rubberized Coating" bid item. Measurement and payment shall be per square foot of coating as specified on the drawings.

All work is to be done in strict compliance with the Plans and Specifications for said PROJECT NO. PRK22004.

## Obtaining the Bidding Documents

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

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

## Pre-bid Conference

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

## Instructions to Bidders.

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

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

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

This Notice to Bidders is hereby published by authority of resolution duly adopted by the Council of the City of Marshalltown on the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

Owner: \_\_\_\_\_  
City of Marshalltown  
By: \_\_\_\_\_  
Alicia Hunter  
Title: \_\_\_\_\_  
City Clerk

# INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACT

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### **ARTICLE 1—*DEFINED TERMS***

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

### **ARTICLE 2—*BIDDING DOCUMENTS***

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

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

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

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

### **ARTICLE 3—PRE-BID CONFERENCE**

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

### **ARTICLE 4—BID SECURITY**

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

### **ARTICLE 5—SUBSTITUTE AND "OR EQUAL" ITEMS**

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

5.02 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in

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

**ARTICLE 6—PREPARATION OF BID**

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

**ARTICLE 7—OPENING OF BIDS**

7.01 Bids will be opened and read aloud in City Hall (24 N Center Street, Marshalltown, Iowa) at 10:30 AM on Tuesday, March 17<sup>th</sup>, 2026.

**ARTICLE 8—BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

8.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

8.02 Should there be any reason why the contract cannot be awarded within the period of time stated in the Bid Form, the time may be extended by mutual agreement between the Owner and the apparent successful Bidder.

**ARTICLE 9—ENGINEER INFORMATION**

9.01 The Engineering firm is: City of Marshalltown

A. The Engineering firm’s contact person is: Kelsie Stafford, alternate Heather Thomas

B. The firm’s address is:

1. 24 N Center St
2. Marshalltown, Iowa 50158
3. Phone (641) 754-5734
4. Email: kstafford@marshalltown-ia.gov  
hthomas@marshalltown-ia.gov

# **BIDDING DOCUMENTS**

# **BID FORM FOR CONSTRUCTION CONTRACT**

## **WATER PLAZA AT MEGA-10 PARK NON-SKID RUBBERIZED COATING PROJECT**

### **PROJECT NO. PRK22004**

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

#### **ARTICLE 1—OWNER AND BIDDER**

1.01 This Bid is submitted to:

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

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

#### **ARTICLE 2—ATTACHMENTS TO THIS BID**

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

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

**ARTICLE 3—BASIS OF BID—UNIT PRICES**

3.01 Unit Price Bids

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

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	BID UNIT PRICE	EXTENDED PRICE
1	Non-Skid Rubberized Coating Application	3,790	SF	\$	\$
2	Mobilization	1	LS	\$	\$
	<b>Project Total</b>				<b>\$</b>

3.02 Bidder acknowledges that:

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

**ARTICLE 4—TIME OF COMPLETION**

4.01 Bidder agrees that the Work will be substantially complete on or before **May 31<sup>st</sup>, 2026**, and will be completed and ready for final payment on or before **June 30<sup>th</sup>, 2026**.

**ARTICLE 5—LIQUIDATED DAMAGES**

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

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

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

6.01 Bid Acceptance Period

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

6.02 Instructions to Bidders

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

6.03 Receipt of Addenda

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

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

Bidder:

\_\_\_\_\_ *(typed or printed name of organization)*

By:

\_\_\_\_\_ *(individual's signature)*

Name:

\_\_\_\_\_ *(typed or printed)*

Title:

\_\_\_\_\_ *(typed or printed)*

Date:

\_\_\_\_\_ *(typed or printed)*

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

Attest:

\_\_\_\_\_ *(individual's signature)*

Name:

\_\_\_\_\_ *(typed or printed)*

Title:

\_\_\_\_\_ *(typed or printed)*

Date:

\_\_\_\_\_ *(typed or printed)*

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_

Bidder's Contact:

Name:

\_\_\_\_\_ *(typed or printed)*

Title:

\_\_\_\_\_ *(typed or printed)*

Phone:

\_\_\_\_\_

Email:

\_\_\_\_\_

Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

## BID BOND (PENAL SUM FORM)

<b>Bidder</b> Name: <b>[Full formal name of Bidder]</b> Address ( <i>principal place of business</i> ): <b>[Address of Bidder's principal place of business]</b>	<b>Surety</b> Name: <b>[Full formal name of Surety]</b> Address ( <i>principal place of business</i> ): <b>[Address of Surety's principal place of business]</b>
<b>Owner</b> Name: <b>City of Marshalltown</b> Address ( <i>principal place of business</i> ): <b>24 N. Center Street Marshalltown, IA 50158</b>	<b>Bid</b> Project ( <i>name and location</i> ): <b>WATER PLAZA AT MEGA-10 PARK NON-SKID RUBBERIZED COATING PROJECT – Marshalltown, Iowa</b>  Bid Due Date: <b>March 17, 2026</b>
<b>Bond</b> Penal Sum: <b>[Amount]</b> Date of Bond: <b>[Date]</b>	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder _____ <i>(Full formal name of Bidder)</i>	Surety _____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature) (Attach Power of Attorney)</i>
Name _____ <i>(Printed or typed)</i>	Name _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest _____ <i>(Signature)</i>	Attest _____ <i>(Signature)</i>
Name _____ <i>(Printed or typed)</i>	Name _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<b>Notes:</b> (1) Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

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

# BIDDER STATUS FORM

## To be completed by all bidders

**Part A**

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

- Yes  No My company is authorized to transact business in Iowa.  
(To help you determine if your company is authorized, please review the worksheet on the next page).
- Yes  No My company has an office to transact business in Iowa.
- Yes  No My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.
- Yes  No My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.
- Yes  No My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.

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

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

## To be completed by resident bidders

**Part B**

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

Dates: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ to \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Dates: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ to \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Dates: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ to \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ Address: \_\_\_\_\_

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

## To be completed by non-resident bidders

**Part C**

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

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

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

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

## To be completed by all bidders

**Part D**

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

Firm Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

## Worksheet: Authorization to Transact Business

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

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

# **CONTRACT DOCUMENTS**

# NOTICE OF AWARD

Date of Issuance:

Owner: City of Marshalltown Owner's Project No.: PRK22004

Engineer: City of Marshalltown Engineer's Project No.: PRK22004

Project: WATER PLAZA AT MEGA-10 PARK NON-SKID RUBBERIZED COATING

Contract Name: WATER PLAZA AT MEGA-10 PARK NON-SKID RUBBERIZED COATING

Bidder:

Bidder's Address:

You are notified that Owner has accepted your Bid dated March 17, 2026 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

## WATER PLAZA AT MEGA-10 PARK NON-SKID RUBBERIZED COATING PROJECT

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

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

Drawings will be delivered separately from the other Contract Documents.

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

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

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

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

Owner: **City of Marshalltown, Iowa**

By (*signature*):

Name (*printed*): Mike Ladehoff

Title: Mayor

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

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

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

Owner and Contractor hereby agree as follows:

## ARTICLE 1 – WORK

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

*Preparation of pavement or other surface; application of approximately 3,790 SF of non-skid rubberized coating system in colors specified by Owner; and associated work, as applicable.*

## ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **WATER PLAZA AT MEGA-10 PARK NON-SKID RUBBERIZED COATING PROJECT**

## ARTICLE 3 – ENGINEER

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

3.02 The part of the Project that pertains to the Work has been designed by **the City of Marshalltown**.

## ARTICLE 4 – CONTRACT TIMES

4.01 Contract Times: Completion Date

A. Bidder agrees that the Work will be substantially complete on or before May 31st, 2026, and will be completed and ready for final payment on or before June 30th, 2026.

4.02 Liquidated Damages

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

B. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500 for each calendar day that expires after such time until the Work is completed and ready for final payment.

4.03 Special Damages

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

## **ARTICLE 5 – CONTRACT PRICE**

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

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

## **ARTICLE 6 – CONTRACT DOCUMENTS**

6.01 Contents

- A. The Contract Documents consist of all of the following:
  - 1. This Agreement.
  - 2. Bonds:
    - a. Performance bond (together with power of attorney).
    - b. Payment bond (together with power of attorney).
  - 3. General Conditions.
  - 4. Supplementary Conditions.
  - 5. Specifications.
  - 6. Drawing (not attached but incorporated by reference) consisting of 1 sheet.
  - 7. Addenda (numbers [number] to [number], inclusive).
  - 8. Exhibits to this Agreement (enumerated as follows):
    - a. None
  - 9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed.
    - b. Work Change Directives.

- c. Change Orders.
  - d. Field Orders.
  - e. Warranty Bond.
- B. The Contract Documents listed in Paragraph 6.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 6.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

#### 6.02 General Conditions

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

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

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

Owner:

City of Marshalltown

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

Mike Ladehoff

(typed or printed)

Title:

Mayor

(typed or printed)

Attest:

(individual's signature)

Title:

Alicia Hunter

(typed or printed)

Address for giving notices:

City of Marshalltown

24 N. Center Street

Marshalltown, Iowa 50158

Designated Representative:

Name:

Kelsie Stafford

(typed or printed)

Title:

Park and Recreation Director

(typed or printed)

Address:

24 N. Center Street

Marshalltown, Iowa 50158

Phone:

(641) 754-5715

Email:

kstafford@marshalltown-ia.gov

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

Contractor:

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

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

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

License No.:

(where applicable)

State:

# PERFORMANCE BOND

<b>Contractor</b> Name: <b>[Full formal name of Contractor]</b> Address ( <i>principal place of business</i> ): <b>[Address of Contractor's principal place of business]</b>	<b>Surety</b> Name: <b>[Full formal name of Surety]</b> Address ( <i>principal place of business</i> ): <b>[Address of Surety's principal place of business]</b>
<b>Owner</b> Name: <b>City of Marshalltown</b> Mailing address ( <i>principal place of business</i> ): <b>24 North Center Street</b> <b>Marshalltown, IA 50158</b>	<b>Contract</b> Description ( <i>name and location</i> ): <b>WATER PLAZA AT MEGA-10 PARK NON-SKID RUBBERIZED COATING PROJECT – Marshalltown, Iowa</b> Contract Price: <b>[Amount from Contract]</b> Effective Date of Contract: <b>[Date from Contract]</b>
<b>Bond</b> Bond Amount: <b>[Amount]</b> Date of Bond: <b>[Date]</b> ( <i>Date of Bond cannot be earlier than Effective Date of Contract</i> ) Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 16	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
_____ ( <i>Full formal name of Contractor</i> )	_____ ( <i>Full formal name of Surety</i> ) ( <i>corporate seal</i> )
By: _____ ( <i>Signature</i> )	By: _____ ( <i>Signature</i> )( <i>Attach Power of Attorney</i> )
Name: _____ ( <i>Printed or typed</i> )	Name: _____ ( <i>Printed or typed</i> )
Title: _____	Title: _____
Attest: _____ ( <i>Signature</i> )	Attest: _____ ( <i>Signature</i> )
Name: _____ ( <i>Printed or typed</i> )	Name: _____ ( <i>Printed or typed</i> )
Title: _____	Title: _____
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.	

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

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

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

# PAYMENT BOND

<b>Contractor</b> Name: <b>[Full formal name of Contractor]</b> Address ( <i>principal place of business</i> ): <b>[Address of Contractor's principal place of business]</b>	<b>Surety</b> Name: <b>[Full formal name of Surety]</b> Address ( <i>principal place of business</i> ): <b>[Address of Surety's principal place of business]</b>
<b>Owner</b> Name: <b>City of Marshalltown</b> Mailing address ( <i>principal place of business</i> ):  <b>24 North Center Street                  Marshalltown, IA 50158</b>	<b>Contract</b> Description ( <i>name and location</i> ): <b>WATER PLAZA AT MEGA-10 PARK NON-SKID                  RUBBERIZED COATING PROJECT –                  Marshalltown, Iowa</b> Contract Price: <b>[Amount, from Contract]</b> Effective Date of Contract: <b>[Date, from Contract]</b>
<b>Bond</b> Bond Amount: <b>[Amount]</b> Date of Bond: <b>[Date]</b> ( <i>Date of Bond cannot be earlier than Effective Date of Contract</i> ) Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 18	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
_____ <i>(Full formal name of Contractor)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.	

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

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

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

#### 16. Definitions

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

16.1.1. The name of the Claimant;

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

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

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

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

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

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

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

# WARRANTY BOND

<b>Contractor</b> Name: <b>[Full formal name of Contractor]</b> Address ( <i>principal place of business</i> ): <b>[Address of Contractor's principal place of business]</b>	<b>Surety</b> Name: <b>[Full formal name of Surety]</b> Address ( <i>principal place of business</i> ): <b>[Insert address of Surety's principal place of business]</b>
<b>Owner</b> Name: <b>City of Marshalltown</b> Address ( <i>principal place of business</i> ): <b>24 North Center Street          Marshalltown, IA 50158</b>	<b>Construction Contract</b> Description ( <i>name and location</i> ): <b>WATER PLAZA AT MEGA-10 PARK NON-SKID RUBBERIZED COATING PROJECT – Marshalltown, Iowa</b> Contract Price: <b>[Amount from Contract]</b> Effective Date of Contract: <b>[Date from Contract]</b> Contract's Date of Substantial Completion: <b>[Date from Contract]</b>
<b>Bond</b> Bond Amount: <b>[Amount]</b> Date of Bond: <b>[Date]</b> Modifications to this Bond form: <input type="checkbox"/> None <input checked="" type="checkbox"/> See Paragraph 9	
Bond Period: Commencing after Substantial Completion of the Work under the Construction Contract, and continuing for <b>two (2)</b> years after such Substantial Completion.	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth herein, do each cause this Warranty Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
_____ <i>(Full formal name of Contractor)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature) (Attach Power of</i>
Name: _____ <i>(Printed or typed)</i>	Name _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

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

# NOTICE TO PROCEED

Owner: City of Marshalltown Owner's Project No.: PRK22004  
Engineer: City of Marshalltown Engineer's Project No.: PRK22004  
Contractor: \_\_\_\_\_ Contractor's Project No.: \_\_\_\_\_  
Project: WATER PLAZA AT MEGA-10 PARK NON-SKID RUBBERIZED COATING PROJECT  
Contract Name: WATER PLAZA AT MEGA-10 PARK NON-SKID RUBBERIZED COATING PROJECT  
Effective Date of Contract: <Insert Date>

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on the date the notice to proceed is issued pursuant to Section 1080,1.02 of the General Conditions.

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

Owner: City of Marshalltown  
By (signature): \_\_\_\_\_  
Name (printed): Kelsie Stafford  
Title: Park and Recreation Director  
Date Issued: \_\_\_\_\_  
Copy: Engineer

# **CONTRACT CONDITIONS**

# GENERAL SUPPLEMENTAL SPECIFICATIONS

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

## SUPPLEMENTAL SPECIFICATIONS

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

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

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

### **Section 1040 – Scope of Work**

#### 1.06 INCREASE OR DECREASE OF WORK

Add the following new paragraphs immediately after Paragraph C:

##### *D. Adjustments in Unit Price*

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

## **Section 1070 – Legal Relations and Responsibility to the Public**

### **3.01 PERFORMANCE, PAYMENT, AND MAINTENANCE BOND**

Add the following subparagraphs to Paragraph C:

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

## **Section 1080 – Prosecution and Progress**

### **1.07 WORK ON SUNDAYS OR LEGAL HOLIDAYS**

Add the following new subparagraphs immediately after Paragraph A:

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

## **Section 1090 - Measurement and Payment**

### **1.05 PROGRESS PAYMENTS**

Add the following new Paragraph D:

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

## **ADDITIONAL FORMS**

# CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: City of Marshalltown Owner's Project No.: PRK22004  
Engineer: City of Marshalltown Engineer's Project No.: PRK22004  
Contractor: Contractor's Project No.:  
Project: WATER PLAZA AT MEGA-10 PARK NON-SKID RUBBERIZED COATING PROJECT  
Contract Name: WATER PLAZA AT MEGA-10 PARK NON-SKID RUBBERIZED COATING PROJECT

This  Preliminary  Final Certificate of Substantial Completion applies to:

All Work  The following specified portions of the Work:

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

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

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

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

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

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

Amendments to Owner's Responsibilities:  None  As follows:

**[List amendments to Owner's Responsibilities]**

Amendments to Contractor's Responsibilities:  None  As follows:

**[List amendments to Contractor's Responsibilities]**

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

**[List attachments such as punch list; other documents]**

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

Engineer

By (signature): \_\_\_\_\_

Name (printed): \_\_\_\_\_

Title: \_\_\_\_\_

# NOTICE OF ACCEPTABILITY OF WORK

Owner: City of Marshalltown Owner's Project No.: PRK22004  
Engineer: City of Marshalltown Engineer's Project No.: PRK22004  
Contractor: Contractor's Project No.:  
Project: WATER PLAZA AT MEGA-10 PARK NON-SKID RUBBERIZED COATING PROJECT  
Contract Name: WATER PLAZA AT MEGA-10 PARK NON-SKID RUBBERIZED COATING PROJECT  
Notice Date: Effective Date of the Construction Contract:

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

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

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

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

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

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

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

Engineer

By (*signature*): \_\_\_\_\_

Name (*printed*): \_\_\_\_\_

Title: \_\_\_\_\_

# CONTRACTOR'S APPLICATION FOR PAYMENT

<b>Owner:</b>	City of Marshalltown	<b>Owner's Project No.:</b>	PRK22004
<b>Engineer:</b>	City of Marshalltown	<b>Engineer's Project No.:</b>	PRK22004
<b>Contractor:</b>		<b>Contractor's Project No.:</b>	
<b>Project:</b>	WATER PLAZA AT MEGA-10 PARK NON-SKID RUBBERIZED COATING PROJECT		
<b>Contract:</b>	WATER PLAZA AT MEGA-10 PARK NON-SKID RUBBERIZED COATING PROJECT		
<b>Application No.:</b>		<b>Application Date:</b>	
<b>Application Period:</b>	From		to

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

**Contractor's Certification**

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

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

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

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

**Contractor:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

<p><b>Recommended by Engineer</b></p> <p><b>By:</b> _____</p> <p><b>Title:</b> _____</p> <p><b>Date:</b> _____</p>	<p><b>Approved by Owner</b></p> <p><b>By:</b> _____</p> <p><b>Title:</b> _____</p> <p><b>Date:</b> _____</p>
<p><b>Notes:</b></p>	

**Progress Estimate - Unit Price Work**

**Contractor's Application for Payment**

<b>Owner:</b>	City of Marshalltown	<b>Owner's Project No.:</b>	PRK22004
<b>Engineer:</b>	City of Marshalltown	<b>Engineer's Project No.:</b>	PRK22004
<b>Contractor:</b>		<b>Contractor's Project No.:</b>	
<b>Project:</b>	WATER PLAZA AT MEGA-10 PARK NON-SKID RUBBERIZED COATING PROJECT		
<b>Contract:</b>	WATER PLAZA AT MEGA-10 PARK NON-SKID RUBBERIZED COATING PROJECT		

**Application No.:** \_\_\_\_\_ **Application Period: From** \_\_\_\_\_ **to** \_\_\_\_\_ **Application Date:** \_\_\_\_\_

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

**Progress Estimate - Unit Price Work**

**Contractor's Application for Payment**

<b>Owner:</b>	City of Marshalltown	<b>Owner's Project No.:</b>	PRK22004
<b>Engineer:</b>	City of Marshalltown	<b>Engineer's Project No.:</b>	PRK22004
<b>Contractor:</b>		<b>Contractor's Project No.:</b>	
<b>Project:</b>	WATER PLAZA AT MEGA-10 PARK NON-SKID RUBBERIZED COATING PROJECT		
<b>Contract:</b>	WATER PLAZA AT MEGA-10 PARK NON-SKID RUBBERIZED COATING PROJECT		

**Application No.:** \_\_\_\_\_ **Application Period: From** \_\_\_\_\_ **to** \_\_\_\_\_ **Application Date:** \_\_\_\_\_

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



# CHANGE ORDER NO.: [#]

Owner: City of Marshalltown                      Owner's Project No.: PRK22004  
 Engineer: City of Marshalltown                      Engineer's Project No.: PRK22004  
 Contractor:    Contractor's Project No.:  
 Project: WATER PLAZA AT MEGA-10 PARK NON-SKID RUBBERIZED COATING PROJECT  
 Contract Name: WATER PLAZA AT MEGA-10 PARK NON-SKID RUBBERIZED COATING PROJECT

Date Issued:    Effective Date of Change Order:

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

Description:

**[Description of the change]**

Attachments:

**[List documents related to the change]**

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

<b>Contractor:</b> _____ <b>Signature:</b> _____ <b>Date:</b> _____	
<b>Recommended by Engineer</b> By: _____ Title: _____ Date: _____	<b>Approved by Owner</b> By: _____ Title: _____ Date: _____
<b>Notes:</b> _____ _____ _____	

## FIELD ORDER NO.: [FO#]

Owner:	City of Marshalltown	Owner's Project No.:	STR 25-002
Engineer:	City of Marshalltown	Engineer's Project No.:	STR 25-002
Contractor:		Contractor's Project No.:	
Project:	SOUTH CENTER STREET MEDIAN REPLACEMENT PROJECT		
Contract Name:	SOUTH CENTER STREET MEDIAN REPLACEMENT PROJECT		
Date Issued:	Effective Date of Field Order:		

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

**Reference:**

Specification Section(s):

Drawing(s) / Details (s):

**Description:**

**[Description of the change to the Work]**

**Attachments:**

**[List documents supporting change]**

**Issued by Engineer**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# PERMITTING

No permits are anticipated.

# NON-SKID RUBBERIZED COATING SPECIFICATIONS

OT6.128279 NON-SKID RUBBERIZED COATING SEPTEMBER 2024

*(as provided in Water Plaza Construction Bid Package by, TS2-1 © Bolton & Menk, Inc. 2023, All Rights Reserved)*

## ARTICLE 1 – GENERAL

1.1 Section Includes: Non-Skid Rubberized Coating (Water Plaza)

1.2 Measurement and Payment: Non-Skid Rubberized Coating (Water Plaza) will be measured and paid for by the square foot (SF). The item includes all labor, materials, and equipment necessary for furnishing and complete application of non-skid rubberized coating. Measurement and payment shall be per square foot of coating as specified on the drawings. All surface prep and priming coats are considered incidental.

1.3 Related Sections:

- A. 01 70 00 User General Requirements for Spray Grounds
- B. 13 11 14 User Waterstop for Spray Grounds
- C. 13 11 00 Splash Pads
- D. 13 11 15 User Cast-in-Place Concrete for Spray Grounds

1.4 References:

American Society for Testing and Materials (ASTM):

- A. ASTM D4541-95 Pull Off Adhesion Tests
- B. ASTM-F-510 Wear Testing
- C. ASTM-D-2794 Impact Resistance
- D. ASTM-F-609 Coefficient of Friction Test

1.5 System Description: Performance requirements: Provide a single pack, water based, cross linked, UV resistant polyurethane coating which cures in to a tough, textured coating with abrasion, chemical resistance and non-slip properties.

1.6 Submittals:

- A. General: Submit listed submittals on all products used electronically prior to performing work utilizing those materials. Work may not be utilized until the Owner has reviewed and returned the submittal.
- B. Product Data: Submit manufacturers product data and installation instructions.
- C. Submit manufacturers standard verification samples of 9" x 9" minimum.
- D. Closeout Submittals: Submit the Warranty documents specified herein.

### 1.7 Quality Assurance:

A. Qualifications: Utilize an installer approved and trained by the manufacturer of the flooring surface system, having experience with other projects of the scope and scale of the work described in this section.

B. Certifications: Certification by manufacturer that installer is an approved applicator of the flooring system.

### 1.8 Delivery, Storage & Handling:

A. General: Comply with Manufacturer's Specifications.

B. Delivery: Deliver materials in manufacturers original, unopened, undamaged containers with identification labels intact.

C. Storage and Protection: Store materials protected from exposure to harmful environmental conditions and at a minimum temperature of 40 degrees F (4 degrees C) and a maximum temperature of 90 degrees F (32 degrees C).

1.9 Protective Site Conditions: Environmental Requirements – install flooring surface system when in minimum ambient temperature is 40 degrees F (4.4 degrees C) and maximum ambient temperature is 90 degrees F (32 degrees C). Do not install in steady or heavy rain or freezing conditions.

### 1.10 Warranty:

A. TuffCoat application shall be warranted by the Contractor for 2 years from the date of final acceptance. The product shall be installed in accordance with manufacturer specifications, requirements, and recommendations. The Contractor is responsible for securing the site during the installation process to prevent premature access on the surface during cure times. LIMITED WARRANTY warrants the product is free from manufacturing defects and failure. Warranty to cover the workmanship performed by a person or firm installing the product. The Contractor warrants that the product is free from defects or failures due to improper application, including mud-cracking, flaking, or early signs of wear. The warranty does not cover damage due to vandalism, acts of God, or failure to maintain the TuffCoat in accordance with the manufacturer's recommendations and specifications.

## ARTICLE 2 – PRODUCTS

### 2.1 Non-Skid Coating System

#### A. Manufacturer:

Tuff Coat Rubberized Non-Skid Coatings

2220 US HWY 70 SE, STE 100

Hickory, NC 28602

Telephone: (877) 252-9457; Fax: (970) 240-8963

Website: [www.tuffcoat.net](http://www.tuffcoat.net)

## B. Proprietary Products/Systems

Non-Skid Flooring system, including the following:

1. Primer
  - a. UT-80 Adhesion Primer by TuffCoat
2. Non-Skid Rubberized Coating Type 1:
  - a. UT-200, Submersible Medium Texture
  - b. Color: UT-213, medium gray.
  - c. Physical samples to be provided for approval.
3. Non-Skid Rubberized Coating Type 2:
  - a. UT-200, Submersible Medium Texture
  - b. Color: UT-210, light blue.
  - c. Physical samples to be provided for approval.

2.2 Product Substitutions: No substitutions permitted.

2.3 Mixes:

A. Required mix proportions by weight: 31-60% Urethane/Acrylic Copolymer; 10-29% Rubber Crumb; 31-60% Water.

## ARTICLE 3 – EXECUTION

3.1 Manufacturer's Instructions: Comply with the instructions and recommendations of the manufacturer of the coating system. Nothing in this specification precludes the contractor from complying with the manufacturer's recommended procedures for application of the coatings.

3.2 Examination

A. Site Verifications of Conditions: Verify that substrate conditions are suitable for installation of the: flooring system.

B. Do not proceed with installation until suitable conditions are corrected.

3.3 Preparation of Concrete

A. Concrete Cleaning

1. Clean and degrease all surfaces with Zep Purple Degreaser or similar. Do not use any solvent base products to clean any surface that receives the Tuff Coat.

3.4 Installation

A. Types of Applications:

1. Roller Application

- a. Use Tuff Coat Texture Roller, only available from Tuff Coat Manufacturing Inc or a Tuff Coat Distributor. Other rollers may not pick up and spread the product evenly. The roller must be capable of lifting the rubber crumb within the product, to the surface. This will not occur using soft paint rollers.
- b. Soak roller in water – remove excess water prior to application.
- c. Roll Tuff Coat directly from a 5-gallon bucket. Make sure to completely saturate roller with product, leaving no bare spots on roller.
- d. Apply the first coat as a thin coat. Re-saturate roller each pass. Make 4-5 consecutive passes in the same direction, with each pass right next to the other. When applying, roll in one direction first, then roll in the opposite direction in order to properly blend the product and create a uniform textured surface.
- e. Once an area is covered, run the roller very lightly over it to ensure even distribution and blending of color and rubber crumb.
- f. When touch dry, apply two further subsequent coats.
- g. Do not apply too thick to avoid “mud cracking.”

## 2. Spray Application

- a. Mask off area as needed.
  - A1. Use only the spray gun recommended or supplied by Tuff Coat. Superior brand “Spraying Mantis” hand held Hopper gun or equivalent.
  - B1. Or for larger projects, Graco brand “Tex-Spray Compact” or equivalent.
- b. Attach spray gun to a compressor airline giving pressure of at least 40 psi.
- c. Spray water out of the gun to prime.
- d. Before starting the job, spray a few short bursts away from the surface to test that everything is working properly.
- e. Holding gun approximately 12-24” away from surface, spray an even, light coat over the entire surface. **DO NOT APPLY TOO THICK.**
- f. Keep spray gun at a 90-degree angle to the surface.
- g. Spray gun should make a light “spitting” sound. This is a characteristic of the guns and is necessary for an even texture. The product will self-level.
- h. When surface becomes touch dry, spray subsequent coats.

i. While spraying, be careful not to blow rubber crumb away from the area you are working on as this can accumulate in other areas of the job and prevent the polyurethane from bonding with the substrate.

j. If the rubber is bouncing back at you, lower the pressure or hold the gun further from the surface.

k. The further away from the surface you hold the gun, the greater the texture, the closer, the finer.

l. Remove any overspray immediately with cloth and water.

#### B. Application Temperature and Curing Time

1. Under normal working conditions the product will be touch dry within 1 hour and can be subjected to light foot traffic within 24 hours. Full curing time only affects the amount of time required to wait before subjecting the surface to cleaning, heavy loads and chemical exposure. Surface can be subjected to normal loads well before this minimum time requirement.

2. The coating should not be subjected to cleaning, heavy loads or chemical exposure until fully cured after 7 days, less in hot-humid conditions, more in cold, dry weather. Dry times in this manual are based on a temperature of 77 degrees Fahrenheit and 50% humidity. The product should not be used under 40 degrees Fahrenheit. Do not allow product to freeze.

3. DO NOT USE ANY SOLVENTS, SOLVENT BASED ALCOHOLS, THINNERS OR LACQUERS, TO THIN THE PRODUCT.

3.5 Protection: Protect the installed surface from damage resulting from subsequent construction activity on the site.

#### 3.6 Storage and Repair

A. To store partially used cans, seal can well (airtight) and place in cool, dry place. The contents should be usable for at least 12 months. DO NOT LET FREEZE.

B. The evaporation of the water within the product will cause the product to cure. If some water content has evaporated, reconstitution with clean water may restore product viability if the curing process within the can is not too advanced.

3.7 Repairing: In the event that the Product is damaged, it can easily be repaired, or over coated, due to self-bonding.

A. Remove all damaged product. Use a sharp knife as a utility knife to make a well defined area such as a square and eliminate uneven edges.

B. Sand area with a 36 or 40 grit sandpaper so that the new application can get a good grip. Slightly bevel the edges of the existing product so that the new product can fill in the cutout area and go slightly onto the existing product.

C. Clean area with water.

D. Test for adhesion first, before completing job. Then apply the product to the affected area.

### 3.8 Maintenance

A. Most general floor cleaners have been tested and will work well. Recommended examples include: SimpleGreen, TSP, Laundry Detergents, Citrus Orange Cleaners, Commercial Degreasers.

B. DO NOT USE BLEACH, BLEACH PRODUCTS OR CAUSTICS.

C. For best results, use a stiff bristled deck brush to agitate cleaner on the surface.

D. Rinse surface thoroughly to remove all residue.

E. Surfaces can also be cleaned with use of automatic scrubbers. These are machines which, in one pass, put down the washing solution, scrub the floor with a light pad, and vacuum up the dirty water. It should be pointed out that the pad pressure used in the scrubber must be light and need only be sufficient for the pad to make light contact with the floor.

F. Heavy scrubbing will negatively affect the coated surface.

**\*\*\*END OF SECTION\*\*\***

# OPINION OF PROBABLE COST

CITY OF MARSHALLTOWN

MARSHALLTOWN, IOWA

WATER PLAZA AT MEGA-10 PARK NON-SKID RUBBERIZED COATING PROJECT

PROJECT NO. PRK 22004

Item No.	Description	Unit	Price	Quantity	Extension
1	NON-SKID RUBBERIZED COATING	SF	\$15.00	3,790	\$56,850.00
2	MOBILIZATION	LS	\$3,150.00	1	\$3,150.00
TOTAL					\$60,000.00



**MARSHALLTOWN  
MORE THAN EVER**

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

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**To:** Mayor and City Council  
**From:** Kiel Stevenson, Captain  
**Meeting Date:** March 9, 2026  
**Re:** Ordinance 15114 to Amend the Code of Ordinances, City of Marshalltown, Iowa by Repealing and Replacing Chapter 90: Animals - 1st Reading

---

**Strategic Plan Objective:**

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

**Recommended:**

City staff recommends adopting changes made to Chapter 90: Animals.

**Budget Impact:**

N/A

**Description/Background:**

The City of Marshalltown formed a committee to review the city ordinances relating to animal control. The committee consisted of members of the public and city staff. The committee conducted a complete review of the current animal ordinances and recommended changes as presented. The content was reorganized, and definitions were expanded. Rabies Control was revised to meet vet standards and reporting to Marshall County Public Health. New sections were created for Animal Care, Irresponsible Owners, Microchipping, and Trap-Neuter-Return Program. An Appeals and Penalty section was created to streamline procedures. Animals at large are a time-consuming issue for officers to deal with. Microchipping was recommended as the most efficient way to reunite animals with owners.

Staff consulted with the City's insurance provider about the personal liability insurance coverage limit of \$100,000 for a vicious animal, and they recommended raising it to a minimum of \$500,000 so this change has been incorporated since the discussion item was presented.

The Planning and Zoning Commission reviewed the sections under Domestic Livestock and did not recommend moving these regulations to the zoning code. The only language change suggested was that poultry and domestic fowl are only permitted in agriculturally zoned areas. This change was incorporated.

**Attachments:**

1. 2026-03-09\_ORD 15114\_Chapter 90 Animals Amendment

**ORDINANCE 15114**

**AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF  
MARSHALLTOWN, IOWA, BY REPEALING AND REPLACING  
CHAPTER 90: ANIMALS**

**WHEREAS**, the City Council of the City of Marshalltown, Iowa has adopted Chapter 90: Animals; and

**WHEREAS**, the City Council finds the following amendment to be in the best interest of the City of Marshalltown.

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

**Section 1.** The Code of Ordinances of the City of Marshalltown is hereby amended by repealing Chapter 90: Animals and adopting the following in its place:

**CHAPTER 90: ANIMALS**

Section

*General Provisions*

- 90.001 Definitions
- 90.002 Police dogs; applicability

*Domestic Livestock*

- 90.003 Keeping livestock
- 90.004 Poultry or domestic fowl
- 90.005 Running at large or staking out
- 90.006 Feeding deer

*Domestic Animals*

- 90.010 Animal Care
- 90.011 Dog waste; removal
- 90.012 Rabies control
- 90.013 Unclaimed or infected animals; disposition
- 90.014 Animals at large
- 90.015 Microchipping
- 90.016 Confinement of domesticated animals; releasing
- 90.017 Trap-Neuter-Return (TNR) Program
- 90.018 Domesticated animal causing disturbance or annoyance
- 90.019 Dog Breeding and Household Limits for Domestic Animals
- 90.020 Irresponsible Owner
- 90.021 Owner's liability for damage
- 90.022 City authorized to contract for animal shelter
- 90.023 Police officer; duties

90.024 Interference with enforcement officer

*Vicious Animals*

- 90.030 Vicious Animal Designation
- 90.031 Protocol for dogs subject to vicious animal procedures
- 90.032 Vicious Animal License and insurance required
- 90.033 Confinement and restraint of vicious animals
- 90.034 Failure to comply

*Dangerous Animals*

- 90.040 Dangerous Animals
- 90.041 Keeping dangerous animals prohibited

*Appeals and Penalty*

- 90.050 Appeals
- 90.999 Penalty

**GENERAL PROVISIONS**

**§ 90.001 DEFINITIONS.**

For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

**ABANDONMENT.** The act of leaving a domestic animal without care, supervision, or the intent to return.

**ANIMAL SHELTER.** A facility designated by the City for the temporary care, impoundment, quarantine, or disposition of domestic animals under this chapter. This includes any organization or location operating under a formal contract or agreement with the City to provide animal sheltering services, such as intake, housing, medical care, and enforcement support. Shelters may include municipal facilities or nonprofit rescue organizations.

**ANIMAL WARDEN.** The person employed by the city or with whom the city has contracted as its animal enforcement officer.

**AT LARGE.** Off the premises of its owner, keeper, or custodian and not under the immediate control of a competent person by means of a leash or other physical restraint within the city limits.

**CAT.** Both male and female of the *Felis catus* (domestic cat) species.

**COMMUNITY CAT.** A free-roaming cat that has been sterilized, vaccinated for rabies, and ear-tipped in the course of Trap-Neuter-Return.

**DANGEROUS ANIMAL.** Any animal which is not naturally tame or gentle, and which is of a wild nature or disposition, and which is capable of killing, inflicting serious injury upon, or causing

disease among human beings or domestic animals, and having known tendencies as a species to do so.

**DOG.** Both male and female animals of the *Canis lupus familiaris* (domestic dog) species.

**DOMESTIC ANIMAL.** Any animal commonly kept as a household pet and dependent on humans for care, including but not limited to dogs, cats, rabbits, and other similar animals typically residing in and around a home. The term does not include livestock, wild animals, or exotic species.

**FERAL CAT.** A free-roaming cat that has not been socialized to humans and generally avoids human contact.

**FREE-ROAMING CAT.** Any cat that is not confined to the premises of its owner or custodian and is found wandering outdoors. Free-roaming cats include stray cats, abandoned cats, feral cats, and community cats, regardless of socialization or level of human care.

**IMPOUNDMENT.** The act of taking custody of a domestic animal by the City or its designee due to ordinance violations, public safety concerns, or abandonment. Includes animal shelter intake and field seizure.

**IRRESPONSIBLE OWNER.** Any person who owns, keeps, harbors, or has custody of an animal and who, within a 12-month period, has been charged and found guilty with three (3) or more violations of this Chapter or related state laws regarding animal care, control, or licensing and subsequently found guilty.

**KENNEL.** A structure or enclosure used to confine or house one or more dogs on a residential property.

**BOARDING KENNEL.** Any property, or facility where more than three (3) adult dogs over six (6) months of age are kept, housed, or maintained, whether for personal, commercial, or rescue purposes.

**MICROCHIP.** A permanent electronic identification device implanted under the skin of a domestic animal, registered with a national database, and used to reunite lost pets with their owners.

**OWNER.** Any person, group of persons, firm, association, or corporation owning, keeping, or harboring an animal. This includes temporary custodians and fosters. Ownership does not apply to those engaged in providing food, shelter, medical, or TNR services to Community Cats. Ownership does not apply to those engaged in providing food, shelter, or medical services to Stray Cats.

**PROVOCATION.** Any intentional or unintentional act by a person that would reasonably be expected to cause a normal domestic animal to react in a defensive or protective manner. Acts of provocation include, but are not limited to, teasing, tormenting, abusing, striking, or attempting to harm a dog.

**QUARANTINE.** The mandatory confinement of a domestic animal following a bite or exposure incident, in accordance with Iowa Code and City protocols. May occur at a veterinary clinic, animal shelter, or approved home location.

**SERIOUS INJURY.** Any injury to a person that creates a substantial risk of death, causes serious permanent disfigurement, or causes protracted loss or impairment of the function of any bodily member or organ. For purposes of this chapter, “serious injury” includes, but is not limited to, injuries resulting in broken bones, disfiguring lacerations, loss of consciousness, or those requiring medical treatment such as sutures, surgery, or hospitalization.

**TRAP-NEUTER-RETURN (TNR) PROGRAM.** A non-lethal management program in which free-roaming cats are humanely trapped, sterilized by a licensed veterinarian, vaccinated at a minimum for rabies, ear-tipped for identification by removing the distal one-quarter of the cat’s left ear while under anesthesia, and returned to their original outdoor location. Returning a TNR cat to its original location shall in no way be considered abandonment.

**VETERINARY HOSPITAL.** A public establishment that is actively engaged in the practice of veterinary medicine as defined by Chapter 169 of the Iowa Code, which is owned, operated, and regularly maintained by an Iowa-licensed veterinarian.

**VICIOUS ANIMAL.** Any dog that, without provocation, bites a human being or domestic animal, or any dog with a known propensity, tendency, or disposition to attack unprovoked, as evidenced by its habitual or repeated chasing, snapping, or biting at human beings or domestic animals to potentially cause injury or otherwise endanger their safety.

**§ 90.002 POLICE DOGS; APPLICABILITY.**

Police dogs on active status with the city’s Police Department are exempt from this Chapter, except for a required rabies vaccination.

***DOMESTIC LIVESTOCK***

**§ 90.003 KEEPING LIVESTOCK.**

(A) The keeping, stabling or housing and pasturing or roaming of ruminants, cattle, sheep, goats, horses, mules, asses or swine, except within a lot containing over two acres and not closer than 200 feet from a dwelling is prohibited.

(B) Horses within the city before the publication date of this chapter may be grandfathered; however, the property owner has the burden of proof of continuous land occupation of horses.

**§ 90.004 POULTRY OR DOMESTIC FOWL.**

(A) For purposes of this chapter, the phrase **POULTRY OR DOMESTIC FOWL** shall mean any live chicken or rooster, or any live domesticated, turkey, duck or goose, regardless of the purpose for which any of these birds is owned or possessed.

(B) (1)The keeping or maintaining of poultry or domestic fowl in an area of the city, which is zoned residential is prohibited. Poultry or domestic fowl are only permitted in agriculture zoned areas within the city.

(2) The keeping or maintaining of rabbit enclosures within ten feet from any side lot line or rear lot line or within 50 feet from any street line or residence is prohibited.

(3) In an area of the city, which is not zoned residential, the keeping or maintaining of poultry or domestic fowl enclosures within ten feet of any side lot line or rear lot line or within 50 feet from any street line is prohibited.

**§ 90.005 RUNNING AT LARGE OR STAKING OUT.**

No owner or person having charge of any domestic animal of any kind or poultry or domestic fowl shall permit the domestic animal or poultry or domestic fowl to be staked out on a street or alley or allow the domestic animal or poultry or domestic fowl to run at large in the city. This section does not apply to a dog or cat.

**§ 90.006 FEEDING DEER.**

(A) (1) No person shall engage in the artificial feeding of deer within the city limits, except as set forth in division (B) below.

(2) ARTIFICIAL FEEDING shall be defined as the placement of shelled corn and/or other types of grain, salt or minerals, fruit or vegetable matter on the ground or in feeders, mangers or any other type of structure or receptacle for the purpose of feeding or attracting deer, on any private or public property.

(B) The prohibition set forth in division (A) above shall not apply to any of the following:

(1) Deer management practices approved, authorized and sponsored by the city;

(2) Use of bird feeders or their equivalent for the primary purpose of feeding of birds; and/or

(3) Cultivation of naturally growing grains, fruits or vegetables, for purposes other than the feeding of deer, but which inadvertently attract deer.

***DOMESTIC ANIMALS***

**§ 90.010 ANIMAL CARE**

(A) General Standard. All owners, keepers, or custodians of animals shall provide proper care to ensure the health, safety, and well-being of such animals.

(B) Minimum Care Requirements. Every animal shall be provided with:

(1) Food and Water. Wholesome food of sufficient quantity and quality, and clean, potable water, made available at all times, to maintain the animal in good health.

(2) Shelter. Structurally sound, shelter from the elements, including protection from wind, rain, snow, excessive heat, and cold. Shelter shall be clean, dry, and large enough for the animal to stand, turn around, and lie down comfortably.

(3) Sanitation. An environment that is clean and free from the accumulation of waste, debris, or conditions that may endanger the animal's health.

(4) Medical Attention. Necessary veterinary care to prevent or relieve illness, injury, or suffering.

(5) Exercise. Sufficient space and opportunity for exercise to maintain normal behavior and physical condition.

(C) Prohibited Conduct. It shall be unlawful for any person to:

- (1) Fail to provide the minimum care required in subsection (B).
- (2) Keep an animal in unsanitary or unsafe conditions that endanger the health of the animal or the public.
- (3) Leave an animal confined in a vehicle under conditions that may endanger the animal's health or safety.
- (4) Physically abuse, mistreat, or otherwise subject an animal to cruel treatment.

(D) Tethering. If an animal is restrained by a tether, the tether shall be of adequate length and strength to prevent entanglement, allow for exercise, and provide access to shelter, food, and water. The use of choke chains, prong collars, or any restraint that causes injury or prevents necessary movement is prohibited. No person shall allow an animal to be tethered for more than 8 hours in 24 hours.

(E) Abandonment. It shall be unlawful to leave a domestic animal without care, supervision, or intent to return. If ownership is later proven and the animal remains unclaimed, the proven owner shall be responsible for all applicable impoundment, care, and redemption fees incurred during the animal's stay at the shelter. This includes:

- (1) Leaving an animal in a public place, vacant property, or unauthorized location.
- (2) Transferring ownership without consent or legal documentation.
- (3) Falsely claiming an owned animal is a stray in order to compel shelter intake or avoid surrender fees.
- (4) Knowingly providing false or misleading information to the City's contracted shelter or its representatives regarding ownership, custody, or the circumstances of an animal's surrender or impoundment.

(F) Enforcement. Any animal found to be abandoned, neglected, abused, or deprived of adequate care as defined in this section may be impounded, and the owner may be subject to penalties as provided by this Code.

#### **§ 90.011 DOG WASTE; REMOVAL.**

No owner, possessor, or person in charge of a dog shall fail to clean up or remove immediately any excrement or droppings deposited by such dog on any public or private property not owned or in the control of that owner, possessor, or person in charge of such dog.

No private property owner shall fail to clean up or remove any excrement or droppings deposited by their own dog within a timely manner to avoid the accumulation resulting in a public nuisance.

**§ 90.012 RABIES CONTROL.**

(A) It shall be unlawful for any person to own or be in possession of a dog, cat, or ferret, six months of age or over, which has not been vaccinated against rabies. Persons owning or possessing these animals shall be required to have a certificate of vaccination for such animal signed by a licensed veterinarian indicating that the vaccination is current. Any dog, cat, or ferret not having a valid rabies vaccination tag and for which no rabies vaccination certificate can be produced may be apprehended pursuant to Iowa Code Chapter 351.

(B) Any person having knowledge of a dog, cat, or other animal bite upon any person or other animal within the city shall immediately report such fact to the Animal Warden. It is the duty of health care professionals and veterinarians to report to the Animal Warden the existence of any animal known or suspected to be suffering from rabies. This section shall not apply if the bite occurred while the animal was being treated, confined, or housed within a veterinary facility that has actual knowledge that the animal was vaccinated for rabies at the time of the bite and has certification to prove such vaccination. In such cases, it is up to the discretion of the facility on whether to report the animal bite to the Animal Warden.

(C) A representative of the Police Department shall contact the veterinarian having a valid Veterinarian-Client-Patient-Relationship (VCPR) with the owner of the animal, if applicable. The VCPR Veterinarian or a representative thereof shall inform whether the animal is current or not current in regards to rabies vaccination.

(D) The Animal Warden may impound animals in the city suspected of being infected with rabies or any animal that has bitten or caused a skin abrasion upon any person in the city, and cause such animals to be placed in isolation and under quarantine for observation for a minimum period of ten days. The isolation and quarantine shall be either at an animal shelter authorized by the city, or in a veterinary hospital, or strictly confined at the owner's premises. However, quarantine requirements may be waived upon the approval of the attending physician or practitioner if such an animal has an effective vaccination against rabies given not less than 30 days or not having expired prior to the date of bite or skin abrasion, and the animal was not at large at the time of bite. When isolation and quarantine are authorized on the owner's premises, it will be at the discretion of and under the supervision of the Animal Warden or a licensed veterinarian. An animal placed under isolation and quarantine must be examined by a licensed veterinarian on the first day of the quarantine, or as soon as reasonably possible, and on the last day of quarantine to ensure there are no discernible symptoms of rabies.

(1) The expense of isolation and quarantine shall be borne by the owner. The expenses involved shall be determined by the shelter and/or licensed veterinarian providing service.

(E) Every owner or person having possession, custody or control of any animal which is suspected of being rabid or which has been bitten by an animal infected with rabies shall immediately report such fact to the Police Department, Animal Warden, or licensed veterinarian and shall have such animal placed in isolation and quarantine as directed by the Animal Warden or licensed veterinarian for such period as designated by the Animal Warden or licensed veterinarian at the owner's expense.

(F) The owner of any animal shall forthwith surrender any animal which has bitten a human or any animal which is suspected of having been exposed to rabies for supervised quarantine at the

owner's expense upon demand of the Animal Warden, police officer, or City Attorney's office. No person shall kill any animal suspected of being rabid or remove the animal from the city without permission from the Animal Warden or under the care or guidance of a licensed veterinarian.

(G) The police department will report all known or suspected cases of rabies and all animal bite cases that involve an animal with no proof of rabies vaccination to the Marshall County Department of Public Health.

### **§ 90.013 UNCLAIMED OR INFECTED ANIMALS; DISPOSITION.**

(A) An impounded animal shall be housed, fed, and cared for humanely by the agency authorized by the City Council to impound animals. Impounded animals, except cats, shall be kept for a period of seven days. Impounded cats shall be kept for a period of three days. If by tag, microchip, or other means the owner of an impounded animal can be identified, the owner shall be notified pursuant to Section 90.014, and the impoundment period start date shall be the date of notice to the owner. If the identity of the animal's owner is unknown, the impoundment period shall begin upon the animal's arrival at the agency authorized by the City Council.

(B) If, after the seven days, or the three days for cats, respectively, the owner of an animal thereof fails to reclaim any such impounded animal or cat, the animal or cat shall become the property of the city or its authorized agency and may be humanely destroyed or placed for adoption.

(C) Any animal which appears to be suffering from rabies when impounded shall be confined in the animal shelter or a veterinary hospital for a period of not less than ten days, and the animal, or its carcass if it dies, shall be subject to such reasonable medical or pathological tests as the Animal Warden shall recommend. The Animal Warden may elect to euthanize the animal at his or her discretion or under the recommendation of a licensed veterinarian.

(D) Rabies tests, if any, shall be conducted at the expense of the owner.

### **§ 90.014 ANIMALS AT LARGE.**

(A) It shall be unlawful for any owner or person having care, custody, or control of any animal to allow such animal to run at large. An animal is not considered at large when it is:

- (1) On the premises of the owner or person in control, and adequately constrained and confined;
- (2) Within a vehicle of its owner or custodian;
- (3) Engaged in lawful hunting, herding, training, or other recognized activities under the direct supervision of a competent person; or
- (4) In a designated off-leash area, park, or other location approved within the City.

(B) If the owner or keeper of a dog at large is found guilty of a first offense, upon the second offense, such animal shall be microchipped and sterilized, spayed, or neutered if unaltered, at the owner's expense, prior to the animal being released to the owner.

(C) A dog found at large shall be forfeited if and upon the owner or keeper being found guilty of a third or subsequent offense of a dog at large violation under this chapter.

(D) In determining what constitutes a second, third, or subsequent offense, multiple counts or charges for more than one dog at large by the owner or keeper resulting from the same event or release shall be considered one offense.

(E) There is no time limitation from the prior offense in determining whether an offense under this section is a second, third, or subsequent offense.

(F) Not later than two days after the impounding of any domesticated animal, the owners, if known, shall be notified either personally or by certified mail of such impoundment. The registry of impounded animals shall be available for inspection during reasonable hours by the owners. The owner of any animals impounded may reclaim such animals by payment of all costs and charges incurred by the city or the agency authorized by the City Council to impound animals, including the maintenance of said animals. Refusal to reclaim any impounded animal shall not relieve the owner of the duty to pay the impoundment fees, veterinarian expenses, or any other costs incurred in the care of the animal.

(G) The owner shall show proof of a current rabies vaccination. Additional conditions for release provided in this chapter shall be applicable if the animal is a dangerous or vicious animal.

#### **§ 90.015 MICROCHIPPING**

(A) The purpose of this section is to promote the prompt return of lost dogs and cats to their owners, improve compliance with vaccination requirements, and enhance public health and safety through reliable animal identification.

(B) Requirement.

(1) Every dog or cat over the age of six (6) months kept, harbored, or maintained within the City shall be implanted with a microchip containing a unique identification number.

(2) The microchip shall be implanted by a licensed veterinarian or a person under the supervision of a licensed veterinarian.

(3) The owner shall ensure that the microchip information is registered with a national or regional pet recovery database containing the owner's current contact information.

(C) Proof of microchipping shall be provided upon request by the Animal Warden or designee.

(D) Any person acquiring a dog or cat that is not microchipped shall have the animal microchipped within thirty (30) days of acquisition or within thirty (30) days of the animal reaching six (6) months of age, whichever is later.

(E) Exemptions. This section shall not apply to:

(1) Dogs or cats whose veterinarian certifies in writing that the animal's health would be endangered by microchip implantation;

(2) Animals temporarily within the City for fewer than thirty (30) days; or

(3) Animals owned by licensed animal shelters or rescue organizations awaiting adoption.

(F) Failure to comply with this section shall constitute a municipal infraction.

#### **§ 90.016 CONFINEMENT OF DOMESTICATED ANIMALS; RELEASING.**

(A) Every female domesticated animal in heat shall be kept confined to the owner's property or in a veterinary hospital or boarding kennel so that such domesticated animal cannot come in contact with other animals, except for intentional breeding purposes.

(B) No person, except the owner of a domesticated animal or such owner's authorized agent, shall willfully open any door or gate on any private premises or unleash any domesticated animals for the purpose of enticing or enabling any domesticated animal to leave such private premises and be at large under this subchapter.

(C) No person shall provoke or mistreat any animal while confined on its owner's premises.

#### **§ 90.017 TRAP-NEUTER-RETURN (TNR) PROGRAM**

(A) The City recognizes Trap-Neuter-Return (TNR) as a method of managing free-roaming cats, reducing nuisance behaviors, and stabilizing the community cat population.

(B) Community cats managed under this section shall not be deemed "at large" when returned to their outdoor location, provided they are part of a TNR program.

(C) Residents may rehome a feral cat as a domestic animal. Colony caretakers are not considered owners of feral cats.

#### **§ 90.018 DOMESTICATED ANIMAL CAUSING DISTURBANCE OR ANNOYANCE.**

It shall be unlawful for any person owning or harboring a domesticated animal to allow or permit such domesticated animal to cause serious or habitual disturbance or annoyance to any person by continuous, frequent, or habitual howling, yelping, barking, or other noise-related conduct.

#### **§ 90.019 DOG BREEDING AND HOUSEHOLD LIMITS FOR DOMESTIC ANIMALS.**

(A) Prohibited breeding operations. The operation of any dog breeding facility, kennel, or commercial enterprise for the purpose of breeding, raising, or selling dogs is prohibited within the city limits.

(B) Household limit. No more than three (3) dogs, over six (6) months of age, may be kept or harbored at any one residential property, regardless of ownership.

(C) Exception. Section (B) household limits do not apply to:

(1) A licensed veterinarian operating within a properly zoned veterinary clinic;

(2) The City designated Animal Shelter or any facility operating under contract with the City for animal control or sheltering services;

(3) A licensed boarding or grooming facility operating in a properly zoned facility;

(4) A licensed pet shops.

#### **§ 90.020 IRRESPONSIBLE OWNER.**

(A) The purpose of this section is to promote responsible animal ownership, protect public health and safety, and ensure the humane treatment of animals within the City. Owners who repeatedly

fail to comply with this Chapter or whose animals present a risk to the community may be designated as irresponsible owners and subject to additional restrictions.

(B) The Animal Warden may charge for Irresponsible Owner once a person has been charged with 3 violations in a year and subsequently found guilty.

(C) Consequences of Designation. An individual designated as an irresponsible owner shall be subject to the following restrictions, for a period not less than twenty-four (24) months:

- (1) Prohibition on owning, keeping, or harboring any animal within City limits.
- (2) Requirement to surrender all animals owned, kept, or harbored within the City to the City's designated shelter.
- (3) Penalties for any further violations of this Chapter.
- (4) Ineligibility to adopt or reclaim animals from the City's designated shelter.

(D) Reinstatement. After the expiration of the designation period, an individual may apply in writing for reinstatement. The City may require proof of compliance with all applicable laws and ordinances before reinstating the right to own or harbor animals.

#### **§ 90.021 OWNER'S LIABILITY FOR DAMAGE.**

Nothing contained in this chapter shall relieve the owner of any domesticated animal from liability for any damage committed by such animal as provided by state law.

#### **§ 90.022 CITY AUTHORIZED TO CONTRACT FOR ANIMAL SHELTER**

(A) In lieu of the establishment and maintenance of an animal shelter, the City Council may contract with any incorporated society or association for the prevention of cruelty to animals for the maintenance of an animal shelter for untagged domesticated animals and for lost, strayed or homeless domesticated animals; for the destruction or disposition of seized domesticated animals not redeemed as provided by this subchapter.

(B) Such contract shall set forth the manner in which the work shall be done and in which payments are to be made to the society and may also direct the disposition of all domesticated animals seized as provided in the agency's bylaws.

(C) Such contract may provide that proceeds of the animal-related fees thereon may be retained by the society in payment for its services and such other payments may be made to such society by the city as may be necessary to defray the actual cost incurred by the society in connection with its work under such contract by accounting to the city and credit on the amount appropriated by the Council.

(D) The Animal Warden has the authority to write municipal infractions under this chapter.

#### **§ 90.023 POLICE OFFICER; DUTIES.**

Police officers or such other person as may be approved by the Council shall report to the Animal Warden any domesticated animal found to be running at large contrary to the provisions of this

subchapter and shall give such assistance as may be required in the impounding of any such domesticated animal. Police officers shall investigate dog bite incidents.

**§ 90.024 INTERFERENCE WITH ENFORCEMENT OFFICER.**

No person shall willfully interfere with, molest, or injure an agent of the city or animal shelter staff authorized to enforce the provisions of this chapter or seek to release any domesticated animal properly in the custody of such authorized agent.

***VICIOUS ANIMALS***

**§ 90.030 VICIOUS ANIMAL DESIGNATION.**

(A) A dog that bites a human being or other domestic animal shall be immediately surrendered to the animal shelter after the bite at the Animal Warden's discretion. If such bite occurred without provocation the dog shall be deemed a vicious animal and may be released only upon meeting all vicious animal requirements in this chapter.

(B) A dog, which was previously deemed a vicious animal, that bites a human being or domestic animal without provocation, or any dog that causes serious injury or death to a human being or domestic animal, shall be surrendered to the animal shelter immediately at the Animal Warden's discretion, and such dog shall be euthanized.

(C) Designations under this section may be appealed per section 90.050 Appeals.

(D) All fees under this section shall be paid to the animal shelter for services rendered, regardless of the success or failure of any such appeal pursuant to this section.

**§ 90.031 PROTOCOL FOR DOGS SUBJECT TO VICIOUS ANIMAL PROCEDURES.**

Protocols shall be adopted by the animal shelter for the holding, processing, releasing, and euthanizing of dogs suspected or deemed to be vicious animals, and for dogs suspected or deemed to have caused serious injury or death. Protocols include, but are not limited to, the following:

(A) Dogs captured or surrendered to the animal shelter under the provisions of this chapter will not be released by the animal shelter until all applicable requirements, including, but not limited to, proof of insurance, microchipping, sterilization, spaying or neutering, licensing, and payment of fees are met. Owners of dogs sent to the animal shelter pursuant to this subchapter have five days from the date of surrender of the dog or from notification that the animal shelter holds the dog to pick up the dog and pay all applicable fees. This time may be extended by the animal shelter pending the time needed to hold an appeal hearing.

(B) Microchipped. A dog required to be licensed as a vicious animal under this subchapter shall be microchipped. All dogs, which are microchipped through the animal shelter, will be charged a fee to be determined by the animal shelter for such procedure.

(C) Sterilization. A dog required to be licensed as a vicious animal under this subchapter shall be sterilized, spayed, or neutered. All dogs, which are sterilized, spayed, or neutered through the animal shelter, will be charged a fee to be determined by the animal shelter for such procedure.

(E) It shall be a violation of this chapter for an owner to refuse to surrender a dog requested or required to be surrendered to the animal shelter pursuant to this chapter.

### **§ 90.032 VICIOUS ANIMAL LICENSE AND INSURANCE REQUIRED.**

All vicious animals must be licensed as follows.

(A) Application for a license must be made at the office of the City Clerk upon a form to be provided by the Clerk.

(B) The application must be accompanied by a certificate of insurance issued by a company licensed to do business in the state, providing personal liability insurance coverage as in a homeowner's policy or separate policy, with a minimum liability amount of \$500,000 for the injury or death of any person, for damage to property of others and for acts of negligence by the owner or his or her agents in the negligent keeping of such vicious animal. The certificate of insurance must reference coverage for the vicious animal.

(C) The City of Marshalltown, 24 North Center Street, Marshalltown, IA 50158, must be listed as the certificate holder.

(D) The certificate of insurance referred to in this section shall provide that it cannot be cancelled or terminated until notice by registered mail of such cancellation or termination shall have been received by the City Clerk or the Clerk's designee.

(E) The cancellation or other termination of any insurance policy, issued in compliance with this section, shall automatically revoke and terminate the license issued under this section, unless another policy, complying with this section, shall be provided and in effect at the time of such cancellation or termination. The City Clerk or the Clerk's designee shall immediately issue written notification of the revocation of such certificate and all licenses issued under this section.

(F) The license provided for in this section shall expire annually on the month and day indicated on the expiration of the certificate of insurance and must be annually renewed prior to this expiration. The cost of issuance of the license shall be as set by resolution of the City Council.

### **§ 90.033 CONFINEMENT AND RESTRAINT OF VICIOUS ANIMALS.**

(A) No vicious animal shall be permitted off the premises of the owner, except when such animal is confined in a boarding kennel, a veterinary hospital, or while being transported to such boarding kennel or veterinary hospital.

(B) If any such animal is not confined as required by this section, it shall be impounded and shall not be released without meeting the applicable procedures or protocol established by the animal shelter pursuant to this chapter.

(C) Persons owning, possessing, or harboring or having the care of a vicious animal shall not allow or permit such animal to go unconfined upon the premises of such person. Persons shall not permit such an animal to go beyond the premises unless properly caged, tied, restrained, leashed, or muzzled to securely confine and control such animal. Electronic or GPS fencing is not allowed for the containment of a Vicious Animal.

(D) If a vicious animal is housed in a kennel on a property, the kennel must have a cement base, a secure covered top, and a secure closed door.

**§ 90.034 FAILURE TO COMPLY.**

(A) If a vicious animal is found at large and unattended upon public property, park property, public right-of-way, or the property of someone other than its owner, thereby creating a hazard to persons or property, such animal may, in the sole discretion of the Animal Warden, be destroyed if it cannot be safely captured or confined.

(B) The city shall be under no duty to attempt the confinement or capture of a vicious animal found at large, nor shall it have a duty to notify the owner of such animal prior to its destruction.

(C) A police officer shall investigate upon the complaint of any individual that a person is keeping, sheltering, or harboring a vicious animal on said premises in the city.

(1) If, after such investigation the Animal Warden determines that a person is keeping, sheltering or harboring a vicious animal in the city which has not been licensed as a vicious animal under this chapter, or which has been found to be at large after being deemed vicious, shall order the person to immediately place the animal for permanent placement with an organization or group determined by the Animal Warden to be safe to keep vicious animals or destroy the animal.

(2) The order herein shall be contained in a written notice directed to the person or persons keeping, sheltering, or harboring the vicious animal and shall be served in the manner of personal service under the Iowa Rules of Civil Procedure, or by both regular and certified mail, and shall be effective upon placement of the notice in a United States Post Office receptacle. The notice shall also advise the persons to whom it is directed of their right to appeal the order pursuant to section 90.050 Appeals.

(3) Any person who has received a notice under this section who removes or transfers possession of the vicious animal, except in strict compliance with the orders of the Police Chief, Animal Warden, or Appeals Hearing Officer, shall be subject to a civil penalty as a municipal infraction.

***DANGEROUS ANIMALS***

**§ 90.040 DANGEROUS ANIMALS.**

Any animal declared to be dangerous by the County Board of Health or the Animal Warden; and the following animals, which are deemed to be dangerous animals per se: Lions, tigers, jaguars, leopards, cougars, lynx, and bobcats; wolves, coyotes, and foxes; badgers, wolverines, weasels, skunks, minks, and groundhogs; raccoons, deer, and snapping turtles; bears; monkeys and chimpanzees; alligators and crocodiles; snakes that are venomous or constrictors; gila monsters.

**§ 90.041 KEEPING DANGEROUS ANIMALS PROHIBITED.**

(A) No person shall keep, shelter, or harbor any dangerous animal as a pet or act as a temporary custodian for such animal, or keep, shelter, or harbor such animal for any other purpose or in any capacity within the city, except in the following circumstances:

(1) The keeping of dangerous animals for exhibition to the public by a bona fide traveling circus, carnival, exhibit, or show;

(2) The keeping of dangerous animals in a bona fide, licensed veterinary hospital for treatment; or

(3) Any dangerous animals under the jurisdiction of and in the possession of the state's Department of Natural Resources, pursuant to I.C.A. Ch. 481A and 481B.

(B) The Animal Warden will respond to complaints of dangerous animals and remove them. In the event the Animal Warden is not reasonably available, and an imminent danger exists, the Police Department shall be authorized to destroy the dangerous animal.

### ***APPEALS AND PENALTY***

#### **§ 90.050 APPEALS.**

(A) The dog owner may file a written appeal within 3 business days of being served a violation to request a hearing.

(B) The appeal shall state the grounds for such appeal and shall be delivered personally or by certified mail to the City Clerk.

(B) The hearing shall be held within 7 days of receiving the appeal.

(C) The appeal will be heard by the City Administrator or by a Hearing Officer appointed by the City Administrator.

(D) The hearing determination shall be contained in a written decision and shall be filed with the City Clerk within 3 days after the hearing or any continued session thereof. The decision and order shall also be served upon the person who appealed.

(E) Failure to file such a timely written notice of appeal shall constitute a waiver of the right to appeal.

#### **§ 90.999 PENALTY.**

(A) Failure to comply with an order of the Animal Warden issued pursuant to this chapter and not timely appealed, or of the City Administrator or Hearing Officer after appeal, constitutes a violation of this chapter and will be subject to penalties as described in this Code section.

(B) 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.

(C) Any person found to have abandoned an animal or falsified information under this definition may be subject to a municipal infraction.

(D) The owner of an animal deemed vicious due to a bite may be subject to a municipal infraction.

(E) In lieu of any designation or orders by the Animal Warden or designee, the City may issue to the known owner of such animal a municipal infraction for violations of this chapter.

**Section 2. Repealer.** All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

**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 \_\_\_\_\_ 2026 and signed this \_\_\_\_ day of \_\_\_\_\_ 2026.

CITY OF MARSHALLTOWN, IOWA

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Mike Ladehoff, Mayor

ATTEST:

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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 \_\_\_\_\_ 2026, and was published in the Marshalltown Times-Republican, a newspaper of general circulation in the City of Marshalltown, Iowa, on the \_\_\_\_ day of \_\_\_\_\_ 2026.

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Alicia Hunter, CMC, City Clerk



**MARSHALLTOWN  
MORE THAN EVER**

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

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**To:** Mayor and City Council  
**From:** Heather Thomas, Public Works Director  
**Meeting Date:** March 9, 2026  
**Re:** Marshalltown Community School District Request for Street Vacation for West Linn Street, East of 12th Street

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**Strategic Plan Objective:**

No objective covers this particular item.

**Recommended:**

Recommend consideration of MCSD's request for city to vacate and gift West Linn Street, east of 12<sup>th</sup> Street.

**Budget Impact:**

Depends on direction. If gifting, minimal costs associated with the preparation and publication of Public Hearing and legal documents for easement retention / recording purposes. MCSD responsible for providing legal description for use, see draft attached.

**Description/Background:**

The city received a request from Marshalltown Community School District for the city to vacate West Linn Street right-of-way and gift it to the school district in support of their Miller School Improvements. A portion of this area is currently a dead-end street that services properties that have been acquired by the school district that have or will be demolished. Another portion of this is an area that likely should have previously been addressed, as it runs through an area that is currently the school's building and parking area.



In accordance with the City’s policy for surplus real property, we have made an attempt to identify utilities within the requested area to be vacated to understand the willingness for the right-of-way to be vacated and what, if any, easements need to be created for utilities. The following utilities are believed to potentially have facilities within the requested area, as well as any comments received by the city:

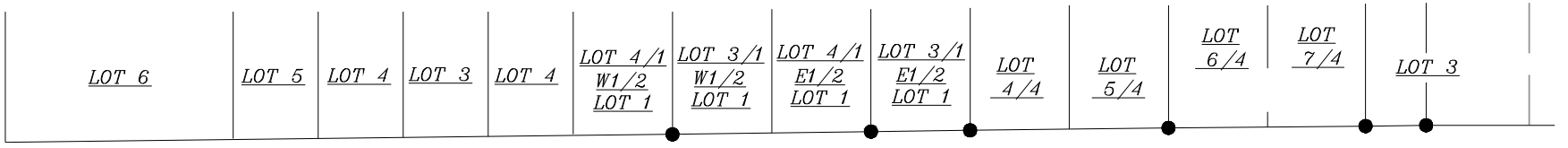
Alliant Energy	Both gas and electric present.	Request easement over entire Linn St ROW (dead end portion)
City of Marshalltown – Sanitary Sewer	All sanitary within area deemed private.	No objection to vacation.
City of Marshalltown – Storm Sewer	Most storm within area deemed private. Certain intakes on east side of intersection of 12 <sup>th</sup> St / W Linn St are within; however, may be impacted depending on MCSD construction plans.	Request easement on west 30 feet of proposed vacation.
Marshalltown Water Works	No map provided.	No objection to vacation.
MediaCom	One aerial run on Alliant poles.	No objection to vacation. MediaCom felt since they have an attachment agreement with Alliant, he did not need additional easement listing MediaCom. City did not



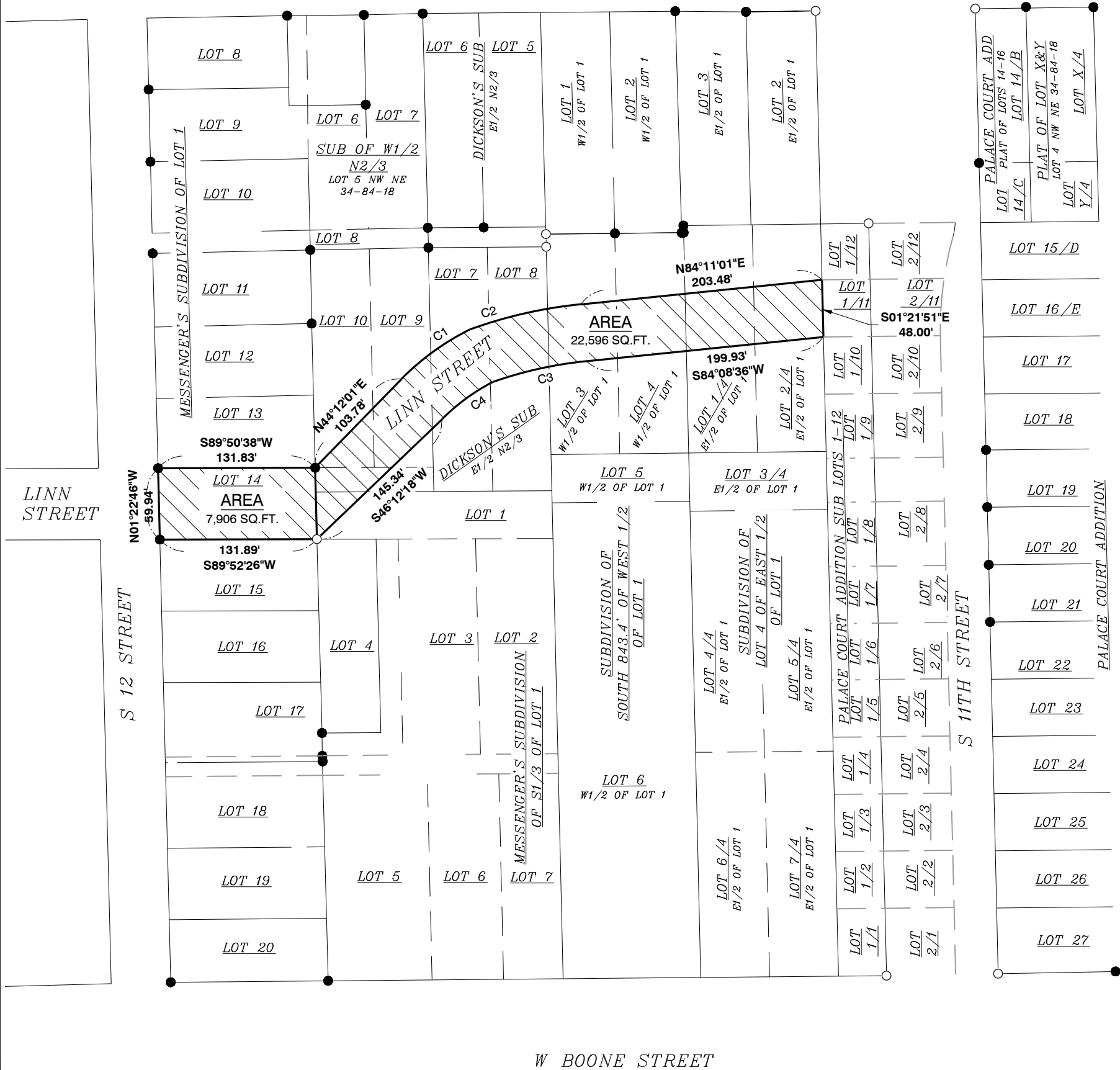
1. W Linn St Vacation Exhibit

# VACATION EXHIBIT Preliminary

Curve Table					
CURVE DATA	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD
C1	71.35'	217.82'	18°46'03"	N54°10'41"E	71.03'
C2	95.60'	382.03'	14°20'19"	N77°12'55"E	95.35'
C3	80.79'	334.03'	13°51'31"	S77°27'18"W	80.60'
C4	52.98'	169.82'	17°52'33"	S53°43'56"W	52.77'

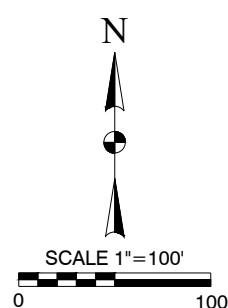



CHURCH STREET



**LEGAL DESCRIPTION:**

LOT 14 OF MESSENGER'S SUBDIVISION OF LOT 1 AND THAT PART OF LINN STREET FROM THE EAST LINE OF SAID LOT 14 TO THE WEST LINE OF LOT 1 OF 11 OF PALACE COURT ADDITION SUB OF LOTS 1 THROUGH 12. CONTAINING 30,502 SQ.FT. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.





PN: 00-XX-0000  
 DATE OF SURVEY: 00-00-00  
 DRAWN BY: xxx  
 FIELD CREW: xxx  
 SHEET NO. 1 OF 2

# MARSHALLTOWN

— I O W A —

Mike Ladehoff, Mayor  
Carol Webb, City Administrator  
24 North Center Street  
Marshalltown, IA 50158  
PH 641.754.5701 | FX 641.754.5717

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**TO:** Mayor and City Council  
**FROM:** Councilor Yopez-Gomez  
**DATE:** March 9th, 2026  
**RE:** Radon Mitigation System Requirement in New Homes

---

**Strategic Plan Objective:**

**Recommendation:**

I am asking the council to support adopting Appendix AF (Radon Control Methods) from the International Residential Code so that Marshalltown can enforce radon control methods in new homes.

**Budget Impact:**

None

**Description/Background:**

According to the EPA, 70% of Iowa homes have radon levels above the action level. Each year in Iowa, roughly the same number of people die from radon exposure as from traffic accidents. All 99 counties in Iowa are classified at the highest EPA risk level.

Radon is a colorless, odorless, radioactive gas that comes from the decay of uranium in the soil and has been linked to lung cancer. Exposure to radon is the second leading cause of lung cancer in the United States after smoking and the leading cause among people who have never smoked. Iowa's high radon levels are influenced by geological factors related to glacial deposits that left soil and rocks containing uranium. Radon risk is most significant when the gas becomes trapped in enclosed spaces such as homes.

Today, the State of Iowa requires schools and daycares to test for radon and install mitigation systems when necessary. I am asking the Council today to take a simple step to ensure that new home builds are equipped with a mitigation system.

**Require Radon Mitigation Systems in New Homes**

The City of Marshalltown can require radon mitigation systems to be installed in new homes by leveraging its building codes and inspections. Retroactively installing a mitigation system in an existing home can cost a homeowner \$800 to \$2,500. Meanwhile, installing a mitigation system during the home building phase can cost \$350 to \$750. To enforce this requirement, the council will first need to adopt Appendix AF, Radon Control Methods, from the International Residential Code (IRC) to give inspectors the necessary tools to begin enforcement.

**CITY COUNCIL**

Sue Cahill, Melisa Fonseca, Mark Mitchell,  
Greg Nichols, Jeff Schneider, Gary Thompson, Marco Yopez-Gomez



**Learn More**

[Radon & You: What you need to know to protect you and your family](#)

**CITY COUNCIL**

Sue Cahill, Melisa Fonseca, Mark Mitchell,  
Greg Nichols, Jeff Schneider, Gary Thompson, Marco Yopez-Gomez





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**Mike Ladehoff, Mayor  
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24 North Center Street  
Marshalltown, IA 50158  
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---

**To:** Mayor and City Council  
**From:** Carol Webb, City Administrator  
**Meeting Date:** March 9, 2026  
**Re:** Surplus Property Disposal Policy

---

**Strategic Plan Objective:**

N/A

**Recommended:**

Staff is seeking feedback on the proposed surplus property policy

**Budget Impact:**

The policy itself does not create a direct fiscal impact. There may be an increased recovery of value through resale and trade-ins. The policy may also reduce unnecessary purchases through internal reuse.

**Description/Background:**

City departments periodically replace equipment, furniture, tools, and other materials that no longer serve operational needs. Historically, departments have reused items internally, transferred them to other agencies, sold them through online auctions, or disposed of them when no value remains.

While these practices have been effective, the City has not had a single comprehensive policy outlining a consistent process, documentation standards, and disposal hierarchy for personal property that is not real property or does not meet the definition of a capital asset.

Policy Overview

Prioritizes reuse and public benefit by requiring departments to:

1. Offer surplus items to other City departments;
2. Transfer items to other governmental agencies for public purposes;
3. Sell items through public auction platforms (e.g., GovDeals) or trade-ins when appropriate;
4. Recycle or dispose of items in accordance with environmental regulations when no value remains.

Establishes safeguards and accountability:

- Requires documentation of disposal actions;
- Prohibits employees from acquiring property outside public sale processes;
- Ensures secure data destruction for electronic equipment;
- Clarifies Finance and IT responsibilities.

Clarifies authority:

- Department Directors may declare non-capital items surplus.

Benefits of Policy Adoption:

- Promotes responsible stewardship of public assets
- Increases transparency and accountability
- Encourages cost savings through reuse
- Maximizes resale value and public benefit
- Provides consistent procedures across departments

**Attachments:**

1. Marshalltown Surplus Property Policy

# Surplus Property Disposal Policy

Resolution \_\_\_\_\_

Date of Version \_\_\_\_\_

## I. Purpose

The purpose of this policy is to establish standardized procedures for the identification, transfer, reuse, and disposal of City-owned property that is no longer needed for municipal operations.

## II. Scope

This policy applies to all City departments and governs the disposal of supplies, materials, equipment, furniture, vehicles, and other tangible personal property (excluding real property) that does not meet the definition of a capital asset as defined in the City's Capital Assets and Depreciation Policy. For disposal of real property, refer to the Sale of Surplus Real Property Policy. For disposal of capital assets, please refer to the Capital Assets and Depreciation Policy.

## III. Definitions

Surplus Property – City-owned property that is obsolete, damaged beyond economical repair, replaced, no longer needed by the owning department, or does not meet capital asset thresholds.

Capital Asset – Property meeting capitalization thresholds or reporting requirements as defined in the Capital Assets and Depreciation Policy.

## IV. Policy Statement

The City encourages reuse of surplus property whenever feasible before disposal. Departments shall follow the disposal options outlined in this policy to ensure maximum public value is obtained from City property.

## V. Authority

Department Directors are authorized to declare property under their control as surplus when the property is no longer required for operational use.

City Council approval is required when disposing of capital assets or real property.

## VI. Disposal Options

### Internal Reuse

The department declaring property surplus shall first notify other City departments of the availability of the property. Departments should be given a reasonable opportunity to request transfer of the item. Transfers between departments shall be documented and reported to Finance when necessary.

### Transfer to Other Governmental Agencies

If no internal department requests the property, departments may transfer property to another governmental entity or public agency for a public purpose. Transfers must be documented in writing and identify the receiving agency and public purpose served.

### Sale of Property

If the property is not transferred or reused, it may be sold using online public auction platforms

(such as GovDeals) or trade-in toward replacement equipment when cost-effective. Departments shall seek fair market value when practical and ensure proper documentation of sale.

#### Recycling or Disposal

If the property has no resale or reuse value, departments may recycle materials when feasible or dispose of property in accordance with environmental and safety regulations.

#### **VII. Prohibited Actions**

City employees may not purchase surplus property directly unless it is part of a publicly advertised sale open to all bidders, remove City property for personal use, or dispose of property outside of this policy.

#### **VIII. Documentation Requirements**

Departments shall maintain documentation including description of item, reason for surplus designation, disposal method, date of disposal, receiving entity or purchaser, and sale price or estimated value if applicable. Documentation shall be provided to the Finance Department upon request.

#### **IX. Roles and Responsibilities**

Department Directors – Identify surplus property, ensure compliance with disposal hierarchy, and maintain documentation.

Finance Department – Maintain financial and asset records, ensure compliance with accounting standards, and provide guidance on disposal procedures.

Information Technology – Ensure secure data destruction for electronic equipment.



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**To:** Mayor and City Council  
**From:** Diana Steiner, Finance Director  
**Meeting Date:** March 9, 2026  
**Re:** Update of Purchasing Card Policy & Procedure Manual

---

**Strategic Plan Objective:**

N/A

**Recommended:**

Discuss changes with Council Members.

**Budget Impact:**

N/A

**Description/Background:**

The Purchasing Card Policy and Procedure Manual needs updated. Suggested additions/deletions are shown on the current policy. The Purchasing Policy indicates that a purchase order is required when a purchase is \$10,000 or more (this routes to different staff for approval). Therefore, to be in alignment with the Purchasing Policy, a change is needed in the Purchasing Card Policy increasing the \$5,000 threshold to \$10,000. The other major change is having the cardholder contact the credit card company if there is a dispute rather than the Finance Department.

If Council is in agreement with these changes, I will bring a resolution to the next meeting.

**Attachments:**

1. Purchasing Card Policy Proposed Changes March 9 2026 meeting

# CITY OF MARSHALLTOWN PURCHASING CARD POLICY AND PROCEDURE MANUAL

Title: **FINANCIAL POLICY**

Date of Version: **March 2026**

Section: **PURCHASING CARD POLICY**

Resolution No.:

The purpose of a purchasing card program is to provide an efficient, cost-effective method of purchasing and paying for small-dollar as well as high-volume, repetitive purchases. This type of program is designed as an alternative to the traditional purchasing process reducing the volume of purchase orders, invoices and checks processed. Purchasing cards can be used when the dollar amount does not require a purchase order (less than \$105,000). Benefits of using the purchasing card program include:

- Simplifies and makes more convenient purchasing without a purchase order
- Expedited delivery of goods
- Expanded list of merchants from whom purchases can be made
- Reduces amount of payments made to individual vendors
- Increased management information of purchases and personnel making purchases
- Allows purchasing dollar limits
- Vendors receive expedited payments and reduced paperwork
- Eliminates reimbursements from Petty Cash
- Credit card vendor may provide a reward program based on amount charged.

Each department will determine how many purchasing cards will be issued and monitor activity and assign accounting numbers. Analysis by cardholder, vendor, or volume can be retrieved directly over the website~~Internet~~. Each issued card will include the individual's name along with the City's name. The Sales Tax Exemption number will be furnished to the cardholder and should be used whenever possible (exception for travel expenses). Each department shall bear all costs associated with the use of the card. The Finance department shall solicit competitive bids for the selection of and terms for the use of a purchasing card for City use. A written agreement with the successful bank will include fees, rebates, and processing procedures.

Spending limits for each cardholder on a cycle basis, shall be negotiated between the Department Director and the Finance Department.

Each employee issued a purchasing card will be required to sign an affidavit acknowledging responsibility for the safe keeping and proper use of the card. Upon employee termination, both voluntarily or due to disciplinary action, the HR Director will collect the purchasing card and return to the Finance Department. The Finance Department will cancel the card and close the

employee's account.

Any card may be withdrawn from the program for misuse, which shall include, but is not limited to periodic audits for card activity and retention of sales receipts and documentation of purchases.

Lost or stolen cards must be reported to the credit card company immediately and to the Finance Department. The card will be cancelled and a new card will be sent to the Finance Department. Any cost associated with the replacement of cards will be bore by the responsible department.

The detailed sales receipt for each transaction shall be submitted or emailed to the Finance Department. All receipts must be approved by the Department Director/Supervisor and the appropriate account number assigned. Some credit card "swipe machines" only indicate account number and total amount, ~~in~~ these situations, the cash register detailed receipt is also required. The reader of the receipt should be able to tell exactly what was purchased.

Purchases using the purchasing card may be made by telephone, fax or secure Internet sites. Precautions should be made in all cases to ienure security and protection from theft or unauthorized use. Each transaction should reflect the appropriate purchasing card number, signature of user and detailed invoices (receipts) which should be forwarded to the Finance Department. Request a receipt with each shipment or with the item to be picked up. If ordering on the internet, print your order confirmation.

## CREDITS/DISPUTED ITEMS AND CHARGES

The handling of disputed charges and unauthorized purchases will be the responsibility of the department. Problems with a purchased item or billing resulting from use of the purchasing card should be resolved with the supplier or merchant that provided the item. In most cases, disputes can be resolved directly between the cardholder and the supplier.

The supplier or merchant should issue credit for any item that has been discussed and agreed to for return and a Returned Goods authorization number from the supplier should be given. If the department cannot reach resolution with the merchant, write a formal letter within 60 days of the date the charge first appeared on the statement and forward it to financesend to the Credit Card dispute/fraud department. ~~Finance will then dispute the item to the credit card disputes department.~~

No cash advances shall be allowed with the purchasing card.

## REWARD PROGRAM, IF AVAILABLE

The Finance Department will redeem rewards and allocate to the departments based on their credit card purchases.



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**Mike Ladehoff, Mayor  
Carol Webb, City Administrator  
24 North Center Street  
Marshalltown, IA 50158  
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**To:** Mayor and City Council  
**From:** Diana Steiner, Finance Director  
**Meeting Date:** March 9, 2026  
**Re:** Update of Capital Assets and Depreciation Policy

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**Strategic Plan Objective:**

N/A

**Recommended:**

Council discuss changes made by staff to the Capital Assets & Depreciation Policy.

**Budget Impact:**

N/A

**Description/Background:**

The City budgets on a cash basis, which means when equipment is purchased it is expensed. The City prepares their Annual Comprehensive Financial Report (ACFR) on an accrual basis, so an equipment purchase that meets the thresholds indicated in the policy is shown as a fixed asset and depreciated. On page 2 of the policy, staff are requesting that the fixed asset threshold be raised from \$5,000 to \$10,000 for land improvements, buildings, building improvements, machinery, equipment and works of art. Since the ACFR is on a fiscal year basis, staff are requesting that this change be in effect for our FY26 ACFR, which began July 1, 2025.

Another change is stating that the City creates a five-year plan for its Capital Improvement Plan (CIP), rather than a three to five-year plan. Under Iowa Code Section 384.15 subsection 3, a five-year capital improvement plan is required. The City shall hold a public hearing on its capital improvement plan before adoption of that plan.

Other changes are primarily word changes or updating the ACFR statement names.

If Council agrees with these changes, I will bring a resolution to the next Council meeting for approval.

**Attachments:**

1. Capital Asset & Depreciation Policy - discussion March 9 2026 with markup



## **Overview**

The City of Marshalltown wishes to establish accounting control and accountability for the City's assets. The Finance Department is the central accounting locale for all audited fixed assets. Assets under this classification follow specific accounting rules and are subject to annual audit requirements. The accounting and reporting policies of the City conform to generally accepted accounting principles (GAAP) applicable to state and local governments. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles, and will follow the GAAP hierarchy as noted in GASB 76. Any change to these principals and hierarchy will supersede all financial reporting requirements referenced with this policy

In order to fund the costs of capital outlays and improvement needs, a ~~three to~~ five-year plan is developed during budget season and is referred to as the Capital Improvement Plan (CIP).

## **Capital Assets Definition**

Capital assets are real or personal property that have a value equal to or greater than the capitalization threshold for the particular classification of the asset and have an estimated life of greater than a single reporting period. They include: land, land improvements, buildings, building improvements, machinery and equipment, vehicles, infrastructure, leasehold improvements, works of art and historical treasures, intangible assets, and construction in progress (excluding projects from outside developers). A capital asset is to be reported and, with certain exceptions, depreciated in government-wide statements. In the government-wide statements, assets that are not capitalized are expended in the year of acquisition.

Infrastructure assets are long-lived capital assets that normally can be preserved for a significantly greater number of years than most capital assets and that are normally stationary in nature. Examples include roads, bridges, tunnels, drainage systems, water systems, and dams. Infrastructure assets do not include buildings, drives, parking lots or any other examples given above that are incidental to property or access to the property.

## **Inventory Records**

Completeness and accuracy of inventory records should be ensured through physical counts, review of purchase records, prior inventory count records, listings maintained by other agencies, and other methods deemed necessary.

An inventory of all capital assets that meet or exceeds the City's threshold limits shall be maintained. Each inventory record should include: description, year of acquisition, method of acquisition (e.g., purchase, donation, etc.), funding source, cost or estimated cost, salvage value, and estimated useful life. The inventory record will also need to identify the function(s) that use the asset. The inventory of assets will be centrally maintained through the Finance Department. At least once per fiscal year, Finance will randomly select assets and confirm their physical presence.

## **Establishing and Setting the Threshold Levels for Recording Capital Assets**

GASB gives the following authoritative definition for state and local governments: The term capital assets includes land, improvements to land, easements, buildings, building improvements, vehicles, machinery, equipment, works of art and historical treasures, infrastructure, and all other tangible or intangible assets that are used in operations and that have initial useful lives extending beyond a single reporting period.

## Capital Assets & Depreciation Policy

Resolution 2026-

Date of Version March 2026

Estimated Useful Life - An asset must have an estimated useful life greater than one reporting period to be considered for capitalization and depreciation. Assets that are consumed, used-up, habitually lost or worn-out in one year or less should not be capitalized.

Estimated useful life means the estimated number of months or years that an asset will be able to be used for the purpose for which it was purchased. In determining useful life, the City should consider the asset's present condition, use of the asset, construction type, maintenance policy, and how long it is expected to meet service demands.

Asset Cost - The City does not need to capitalize every asset with a useful life greater than one year. To do so is an unnecessary burden and will not materially affect financial results. The table listed below will be used in determining the dollar thresholds to use for tracking the City's capital assets. The capitalize and depreciate columns will be audited on an annual basis as part of the external auditor's fieldwork. These thresholds will be in effect starting July 1, 2025.

### Capitalize and Depreciate Thresholds

Land	\$1 - Capitalize only
Land Improvements	<del>\$</del> 10,000
Building	<del>\$</del> 10,000
Building Improvements	<del>\$</del> 10,000
Machinery and Equipment	<del>\$</del> 10,000
Works of art and historical treasures	<del>\$</del> 10,000
Infrastructure – based on total project cost	\$50,000
Sanitary Sewers & Lift Stations	\$50,000
Construction in Progress	Capitalize only

Associated Debt - A final criteria the City must consider is associated debt. The City should carefully consider the merits of capitalizing assets purchased with debt proceeds. Doing so may minimize the potential of negative net assets being reported in the statement of net position assets.

### Recording Land, Rights of Way and Easements:

#### Land:

Land is to be capitalized but not depreciated. It is recorded at historical cost and remains at that cost until disposal. If there is a gain or loss on the sale of land, it is reported as a special item in the statement of activities. All land will be capitalized unless the City plans to immediately sell it instead of putting it to use.

The following items should be included as part of the cost of land: purchase price or fair market value at the time of the gift; commissions; professional fees (title searches, legal, appraisal, etc.), grading, removal, relocation, or reconstruction of property of others (railroad, telephone and power lines); interest on mortgages accrued at date of purchase; accrued and unpaid taxes at date of purchase; other costs incurred in acquiring the land. All land will be capitalized, regardless of cost, unless it is saleable land (land that the City has plans to sell instead of using).

#### Rights of Way (ROW)

ROW costs will be booked at the time of the project. If ROW costs are known at the time of the project, those values will be set up based upon actual costs. If the actual cost is not available, a cost per square foot will be determined by using an assessor's valuation of bare agricultural land in the vicinity.

### **Easements**

An easement is an interest in land owned by another that entitles its holder to a specific limited use or enjoyment (right to use the land). The City has no ownership interest in the property associated with easements across private property, only a right to access the property for the stated use (i.e. water lines, sewer lines, etc). Therefore, easements are not reported in the financial statements.

### **Recording Land Improvements**

Land improvements consist of betterments, other than buildings, that ready land for its intended use. A few examples include retaining walls, parking lots, sidewalks, outdoor lighting, fencing/gates, and landscaping. Land improvements can be further categorized as non-exhaustible and exhaustible.

Non-Exhaustible - Expenditures for improvements that do not require maintenance or replacement, expenditures to bring land into condition to commence erection of structures, expenditures for improvements not identified with structures, and expenditures for land improvements that do not deteriorate with use or passage of time are additions to the cost of land and are generally not exhaustible and therefore not depreciable. The portion of the cost attributable to nondepreciable land improvements should be reported with other assets not being depreciated, such as land and construction in progress in the Annual Comprehensive Annual Financial Report (CAFR).

Exhaustible - Other improvements that are part of a site, such as parking lots, landscaping and fencing, are usually exhaustible and are therefore depreciable. Depreciation of site improvements is necessary if the improvement is exhaustible. Other items include: fencing, gates, landscaping, outside sprinkler systems, athletic fields, golf courses, septic systems, stadiums, swimming pools, tennis courts, fountains, retaining walls, bleachers, soccer fields, recreational lighting, parking lots, sidewalks, bus ramps, etc.

### **Recording Buildings**

Buildings should be recorded at either their acquisition cost or construction cost. The cost of new construction should be carefully evaluated. Usually, projects consist of major components such as land, land improvements, building construction (including professional fees and permits), furniture, fixtures and equipment. The various components should be broken out when setting up the initial building construction project. The components of the building itself (heating/air conditioning, carpet, windows etc.) should be included in the initial cost of the building.

### **Recording Building Improvements**

Building improvements that extend the useful life of the building by more than 25% should be capitalized. Examples of building improvements include major roofing projects that tear the original roof down to the joints or peak a flat roof, major energy conservation projects, or remodeling and replacing major building components. Normal maintenance and repair projects like re-shingling or re-tarring a roof will be expensed. The inventory will need to include a project description, the year

completed, funding source and dollar amounts. Only those projects that meet the capitalization threshold need to be included.

### **Recording Equipment and vehicles:**

Assets such as furniture, shop equipment, lawn equipment, computers, machinery, and other equipment that meet the threshold levels should be identified and inventoried. Some assets, individually, may fall below the capitalization threshold but may be purchased in large quantities by the governmental entity. Examples include library books, textbooks and computers.

#### **Library Books**

Library books are considered to have a useful life of more than one year. They are considered capital assets and are depreciable. The collections will be grouped based on fiscal year purchase and set up in the aggregate. Periodicals will be excluded from the annual purchase cost. This category will be included with Machinery and Equipment on the financial statements.

#### **Computer Equipment**

Computers will be excluded if they individually cost less than the threshold limit. If the dollar amount exceeds the limit, those assets will be capitalized and depreciated.

#### **Vehicles**

Vehicles should be identified, inventoried, and depreciated if they exceed the threshold limit. When setting up the initial costs of the vehicle, lettering will be added to the cost of the vehicle. In addition, for the police department; the cost of the sirens, light bars, cameras, etc. will be included as part of the cost of getting the car into service. In the case of moving existing sirens etc, that cost will be included as part of the initial cost associated with new purchases.

#### **Leased Equipment**

Equipment should be capitalized if the lease agreement is non-cancelable **and** meets any one of the following criteria:

- \* The lease transfers ownership of the property to the lessee by the end of the lease term.
- \* The lease contains a bargain purchase option.
- \* The lease term is equal to 75 percent or more of the estimated economic life of the leased property.
- \* The present value of the minimum lease payments at the inception of the lease, excluding executory costs, equals at least 90 percent of the fair value of the leased property.

Leases that do not meet any of the above requirements should be recorded as an operating lease in the financial statements.

### **Recording Works of Art and Historical Treasures**

Works of art, historical treasures, and similar assets should be recorded at historical costs if the dollar amount exceeds the capitalization threshold or fair value at date of donation (estimated if necessary) whether they are held as individual items or in a collections. Depreciation is not required for collections or works of art that are inexhaustible. Exhaustible collections or individual items whose useful lives are diminished by display or educational or research applications, should be depreciated over their estimated useful lives.

### **Recording Intangible Assets**

An intangible asset is a non-physical asset that has a useful life of greater than a single reporting period. Some examples are trademarks and software developed for internal use. Depending on the type of intangible asset, recognize the asset at fair value or cost and amortize over its expected useful life

### **Recording Infrastructure Assets -Determining Historical Cost or Estimated Historical Cost**

As most new infrastructure construction is associated with a project, with certain funds set aside based on the project, infrastructure items will be evaluated based on the total cost of the project. Any project with a total cost that meets the threshold for infrastructure should be capitalized, with the council date of acceptance as the acquisition date. If a project includes more than one type of infrastructure, each part of the project should be set up. In addition to the actual construction costs, engineering fees and other incidental expenses should be added into the project cost. If engineering costs cannot be determined for each segment, then the costs should be prorated to each segment based on the segment's percent of the overall project (excluding costs that will be allocated).

If ownership of infrastructure associated with land, such as roads, sewers etc is unclear, the government with primary responsibility for managing the asset should report the asset.

#### **Streets, roads and other components**

The City will include frontage roads and alleys as part of the street & roads network if they exceed the dollar threshold. Within this category, the original project will include costs associated with curb and gutter. Roads will be broken down by the following types: seal coat, gravel, concrete, asphaltic concrete and brick or stone. Sidewalks constructed on private property will be excluded from the total cost of the project.

#### **Bridges**

Bridges will be a network of its own and broken down into vehicular and pedestrian subsystems. The cost of the initial project will include the sidewalk and guardrails associated with the bridge. The bridges will be further broken down into the classifications listed in the class lives schedule.

#### **Sidewalks**

Although the City does own the sidewalks that are on eCity Right of Way (ROW), private residents are responsible for maintaining them; therefore, the City will not be capitalizing sidewalks as an infrastructure asset. Other sidewalks associated with property owned and maintained by the City will be classified as a land improvement and subject to the category threshold limits of that class.

#### **Street Signs**

The street department installs the street signs after the project is complete. The cost of the signs is not part of the construction costs. Based upon the above criteria, the City will not be capitalizing street signs.

### **Street Lighting**

Alliant Energy owns most of the streetlights except the decorative lights on Main Street, lights on bridges and some parking lot lights. Streetlights included in any project that meets the capitalization threshold will be capitalized as a part of that project.

### **Traffic Lights**

Traffic lights will be evaluated by intersection and all intersections that meet the infrastructure threshold will be capitalized.

### **Storm Sewers**

Detention ponds and other collection systems will be kept separate., ~~Storm.~~, Storm sewer projects often involve assets under different departments, such as replacing the street over the sewer that is being worked on. A project that involves replacing a section of storm sewers also included replacing the street that must be torn up. The entire project meets the capitalization threshold, but the street portion does not. The street portion will still be set up as a separate asset. The exception to this would be if the street is not improved by this process or is made worse; in this case the entire cost of the project would be under the sewer asset.

### **Bike Paths**

The assets should be set up by project with the entire cost included in one asset. This will include benches, receptacles, engineering costs, etc, included in the initial project costs. They will not be set up separately with a parent number because this detail is not necessary in this case. Costs associated with the replacement of the benches, receptacles etc will be expensed in the year acquired.

### **Other infrastructure**

- \* Obtain a description/inventory of the asset.
- \* The initial capitalization amount should be based on historical cost. If determining historical cost is not practical because of inadequate records, estimated historical cost may be used.

### **Recording Sanitary Sewers and Lift Stations**

Capital assets in this category will be further broken down into the following classifications: sanitary sewers and lift stations. If the sanitary sewer and/or lift station is part of a project, whether the City or a private developer finances it, that has a total cost of \$50,000 or more, it/they will be capitalized.

### **Recording Construction in Progress**

Construction in progress that is financed by the City should be capitalized and not depreciated. It should be reported with land and other non-depreciating assets at the government-wide level. Unspent debt proceeds from capital assets related debt should be reported in the net positionassets section of the statement of net assets position as “restricted for capital improvementsprojects.”

### **Capital Asset Donations**

GASB Statement No. 33, Accounting and Financial Reporting for Non-Exchange Transactions, defines a donation as a voluntary non-exchange transaction entered into willingly by two or more parties. Both parties may be governments or one party may be a nongovernmental entity, including

an individual. Donated capital assets should be capitalized at the fair market or appraised value of the asset at the date it was donated.

### **Real estate**

All gifts of real estate must have council approval prior to title transferring. Contributed capital assets are valued at their appraised or estimated fair market value on the date donated.

### **Developers**

Private developers will install infrastructure that will be given to the City. The acquisition date will be the date the council accepts the development. The developer must give the City the following contract item amounts to correctly capitalize each component of the development into the appropriate classification.

- Land or rights of way cost, including square footage
- Breakdown of the quantity and cost of the following components of the project:
  - Storm sewer
  - Lift stations
  - Sanitary sewer
  - Water mains
  - Street, curb and gutter
  - Traffic signals
  - Bike paths
  - Street lights
- Engineering costs

The Engineering Department will be responsible for obtaining this information from the developer.

### **Obtaining an Asset's Cost or Acquisition Value**

Capital assets should be reported at historical cost and should include the cost of freight, site preparation, architect and engineering fees, etc. If something other than cash is used to pay for the asset, then the fair-market value of the non-cash payment or consideration determines the asset's cost or acquisition value. When the value of the consideration paid can't be determined, the asset's fair-market value determines its cost.

With few exceptions, an asset's cost should also include necessary costs incurred to place the asset in service. Costs include the invoice price plus incidental costs (insurance during transit, freight, capitalized interest as described earlier, duties, title search, registration fees, and installation costs).

### **Capitalized Interest**

Per authoritative literature interest on general long-term debt generally should not be allocated to functions or programs as a direct expense. Therefore, unless the debt is expected to be retired by the enterprise fund, it is considered general long-term debt, and construction-period interest should not be included in the cost of the capital assets constructed.

Interest is capitalized on proprietary fund assets acquired with tax-exempt debt. The amount of interest to be capitalized is calculated by offsetting interest expense incurred from the date of the

borrowing until completion of the project with interest earned on invested proceeds over the same period.

### **Repairs and Maintenance**

The following table will determine if maintenance or repair should be capitalized or expensed. With respect to asset improvements, costs over \$510,000 (\$50,000 for infrastructure) should be capitalized if:

- 1.** The estimated life of the asset is extended by more than 25%, or
- 2.** The cost results in an increase in the capacity of the asset, or
- 3.** The efficiency of the asset is increased by more than 10%, or
- 4.** Significantly changes the character of the asset, or
- 5.** In the case of streets and roads – if the work done impacts the “base” structure.

Otherwise, the cost should be expensed as repair and maintenance.

Maintenance costs allow an asset to continue to be used during its originally established useful life. Maintenance costs are expensed in the period incurred. Preservation costs generally extend the useful life of an asset beyond its original estimated useful life, but do not increase the capacity or efficiency of the asset. Preservation costs are capitalized and depreciated if it extends the original estimated life by more than the assigned percent listed above.

A change in capacity increases the level of service provided by an asset. For example, additional lanes could be added to a road or the weight capacity could be increased. A change in efficiency maintains the same service level, but at a lower cost. For example, an electric generating plant could be reengineered so that it produces the same megawatts per day using less fuel.

The following improvements will be considered maintenance and not capitalized: tuckpointing, roof repair or replacement (unless it extends the life of the building, such as going from a flat roof to a pitched roof), window replacement (unless replaced with energy efficient windows), repainting, epoxy repair, re-carpeting, etc.

### **Depreciation**

#### **Definition**

In accounting terms, depreciation is the process of allocating the cost of tangible property over a period of time, rather than deducting the cost as an expense in the year of acquisition. Generally, at the end of an asset’s life, the sum of the amounts charged for depreciation in each accounting period (accumulated depreciation) will equal original cost less salvage value. Good accounting and financial management practices require that a government entity take both the cost expiration and the declining value of an asset into consideration. The cost expiration of a government entity’s assets must be recognized if the cost of providing services is to be realistically reported. Also, the decline in the value of those assets must be considered if the government entity’s net assets are to be stated correctly.

#### **Information Needed to Calculate Depreciation**

To calculate depreciation on a capital asset, the following five factors must be known:

- \* the date the asset was placed in service
- \* the asset’s cost or acquisition value
- \* the asset’s salvage value

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- \* the asset's estimated useful life, and
- \* the depreciation method.

### **Asset's Salvage Value**

The salvage value of an asset is the value it is expected to have when it is no longer useful for its intended purpose. In other words, the salvage value is the amount for which the asset could be sold at the end of its useful life. This value can be based on (1) general guidelines from some professional organizations such as GFOA, ASBO, etc., (2) information from other governmental entities, (3) internal experience, or (4) professionals such as engineers, architects, etc. Since the City normally keeps assets until there is not a remaining value, due to being obsolete, scrapped or junk, most equipment and vehicles should have a zero salvage value. In most cases, it is probable that many infrastructure assets will have no residual value, given the cost of demolition or removal.

### **Asset's Estimated Useful Life**

Estimated useful life means the estimated number of months or years that an asset will be able to be used for the purpose for which it was purchased. In determining estimated useful life, a government should consider an asset's present condition, use of the asset, construction type, maintenance policy, and how long it is expected to meet service and technology demands. Useful lives should be based upon the government's own experience and plans for the assets. Although comparison with other governments or other organizations may provide some guidance, property management practices, asset usage, and other variables (such as weather) may vary significantly between governments.

It is difficult to come up with a "laundry list" of estimated useful lives for equipment when condition and usage are a factor. Let's take for example a city bus. A diesel bus is expected to last 250,000 miles. One city could put 250,000 on that bus in seven years, while another city will take 10 years. Therefore, the City has created ~~it's~~ its own suggested useful lives table developed from using the above methods. This table can be periodically revised by city staff; therefore, it is not included as part of this policy, but will be maintained by the Finance Department.

### **Depreciation & Convention Methods Used to Calculate an Asset's Depreciation**

The City will use the straight-line method, which is the simplest and most commonly used for calculating depreciation. It can be used for any depreciable property. Under the straight-line depreciation method, the basis of the asset is written off evenly over the useful life of the asset. The same amount of depreciation is taken each year. In general, the amount of annual depreciation is determined by dividing an asset's depreciable cost by its estimated life. The total amount depreciated can never exceed the asset's historic cost less salvage value. At the end of the asset's estimated life, the salvage value will remain. For example, a \$12,000 copier is placed in service on March 16, 2017. It has an estimated life of five years and a salvage value of \$2,000. The depreciation calculation for the straight-line method would be:

Original cost	\$12,000
Salvage value	<u>2,000</u>
Adjusted basis	\$10,000
Estimated life	5
Depreciation per year	\$ 2,000

To avoid the complications of depreciating each asset from the specific date on which it was placed in service, GAAP supports guidelines that assume various assets are placed in service or disposed of at designated dates throughout the year. These guidelines are called averaging conventions.

It is recommended that governmental entities use the full-month convention, therefore the City of Marshalltown will use this convention. Under the full-month convention, property placed in service at any time during a given month is treated as if it had been placed in service on the first day of that month. This allows depreciation to be taken for the entire month in which the asset is placed in service. If the property is disposed of before the end of the estimated useful life, no depreciation is allowed for the month of disposition.

Library books will use the straight line – half-year convention method of depreciating. Under this method of depreciating, the total cost for the year will have an acquisition date on the 1<sup>st</sup> day of the 7<sup>th</sup> month of the fiscal year.

### **Reporting Depreciation Expense in the Financial Statements**

For general capital assets, depreciation is reported only on government-wide financial statements. Depreciation expense is reported on the Statement of Activities. Depreciation for assets specifically identified with specific functions is to be included in the direct expenses of those functions. Capital assets that serve essentially all functions are reported on a separate line or reported as part of the general administration (or its counterpart) function. If depreciation is reported as a separate line item, the face of the statement must clearly indicate that this line item excludes depreciation expense charged to functions.

City hall will be classified in the general government category and the associated depreciation expense will not be divided amongst the various departments that are housed within.

Depreciation expense for general infrastructure assets should not be allocated to the various functions. It should be reported as a direct expense of the function (for example, public works) that the reporting government normally associates with capital outlays for, and maintenance of, infrastructure assets or as a separate line in the statement of activities.

### **Disposal of Capital Assets**

All assets included in this policy must be taken to Council for approval prior to disposition. The report to Council will include the method of disposal whether it is for sale, obsolete, junked, ~~traded,~~ ~~or~~ traded, or other disposal reason.

When an asset is sold, a gain or loss must be recognized in the annual report when:

- \* Cash is exchanged and the amount paid does not equal the net book value of the asset.
- \* Cash is not exchanged and the asset is not fully depreciated or has a residual value.

A gain or loss is not reported when:

- \* Cash exchanged equals the net book value and the asset does not have a residual value.
- \* Cash is not exchanged and the asset is fully depreciated and has no residual value.

### **Acquisition, Disposal and Transfer Forms**

Special forms have been created for the acquisition of capital assets and infrastructure, in addition, to disposal of the capital assets. Forms will need to be completed for the following circumstances:

- \* All acquisitions whether it was purchased, donated or constructed will have the appropriate acquisition form completed by the receiving department **or Finance** and **signed then signed** by the department head or other authorized personnel. The only exception to this is if the department is receiving an asset from another department and then the rules for transfers will apply.
- \* All dispositions of capital assets will have a disposition form completed by the department having ownership of the asset and will be signed by the department head or other authorized personnel of that department.
- \* A transfer form will be completed by the department transferring the asset and signed by the appropriate personnel.

The forms will be maintained by the Finance Department.

### **Reporting Capital Assets in the Audited Financial Statements**

Capital assets and the associated accumulated depreciation are reported in the Statement of Net **Position Assets. Accumulated depreciation will be reported separately.** Capital assets will be reported in greater detail by major class of asset (for example, infrastructure, buildings and **structures improvements, machinery and equipment and vehicles, sanitary sewers and lift stations, infrastructure, etc.**).

### **Insurance Records**

The City will maintain insurance records in conjunction with the fixed assets. It is the responsibility of each department to notify the Finance Department concerning insurance coverage. Coverage, when applicable, must be added to new equipment prior to use. Reference the insurance guidelines procedures to see current deductibles and items to insure.

### **Record Retention**

The Finance Department will keep individual asset detail associated with the capital assets that meet or exceed the city's threshold limits while an asset is current. Individual asset detail records may be disposed three years after an asset's disposal date. All fiscal year end reports can be disposed three years after the audit has been finalized unless grant provisions require a longer retention period. The recommendations from the "Record Retention Manual for Iowa Cities" will supersede any time periods covered in this paragraph if their retention period exceeds the time period listed.

### **Physical Inventories**

The Finance Department or external auditors will periodically conduct a physical inventory of selected items. Assets not accounted for in the inventory shall be removed from the fixed asset records after the proper disposal procedures have been completed.

### **Planning for Capital Assets or Improvements**

Capital project planning is an ongoing process where annually the Capital Improvement Plan (CIP) is reviewed and updated. Changing needs and priorities, emergencies, cost changes, mandates and changes in technology all require the CIP to be updated annually. The city's public facilities, streets, parks, **water-sewer/storm water lines**, equipment, etc., are constantly in need of repair, replacement or

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expansion. A growing population ~~will~~may require additional or updated facilities. These reasons require that the CIP be updated to maintain the financial solidity of the community. The CIP achieves the following objectives as a component of the city's budget and financial planning process:

- Reduces the need for "~~erash-emergency projects~~programs" to finance the construction or capital maintenance of facilities
- Focuses attention on community goals, needs and capabilities
- Achieves optimum use of taxpayer dollars
- Guides future community growth and development
- Advance planning ensures that projects are well thought out in advance of construction
- Provides for the orderly replacement of capital expenditures
- Encourages a more efficient governmental administration as well as maintains a sound and stable financial program

The City of Marshalltown completes capital planning on a ~~five-year~~five-year schedule (~~the current fiscal year and the upcoming 4 fiscal years~~). Projects included in the CIP are items that meet the fixed asset thresholds identified in this policy and has a useful life of more than one year. The exceptions to this would be projects identified in funds 030 or 032~~1~~ which are related to the City's Capital Improvement Tax levy. Through a series of work sessions, the Council focuses on prioritizing the ~~first~~next year's expenditures along with identifying future needs. Once approved, the CIP outlines the City's official commitment to funding these expenditures in the budget for the upcoming fiscal year and providing a plan for funding projects or assets. Once the Council has agreed to a plan, a public hearing must be held prior to adopting the plan.

Through an election in November, 1999, the City can levy \$.675/\$1,000 of taxable valuation to fund improvements. A subsequent resolution designated 15% of these funds to be accumulated for large capital acquisitions.

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**TO:** Mayor & City Council  
**FROM:** Carol Webb, City Administrator, Diana Steiner, Finance Director  
**DATE:** March 9, 2026  
**RE:** Bond Reallocations

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**Strategic Objective:** Maintaining City facilities and spending down bond funds.

**Recommendation:** Staff is seeking approval to proceed with the legal process to reallocate existing bond proceeds as outlined below. The projects listed (with the exception of the Aquatic Center Improvements) have been previously approved by Council through the capital planning process. A legal process is needed to officially allocate bond funds for these projects as outlined in the capital plan.

**Budget Impact:** Reallocating available bond proceeds maximizes use of already issued debt, advances infrastructure and maintenance priorities, and avoids additional borrowing.

## DESCRIPTION/BACKGROUND

When bonds are issued, there are a list of projects that the funds are allocated for. Every budget cycle after that, the Capital Improvement Plan (CIP) is updated based on the priorities of Council and funding streams available. The final CIP has a public hearing and is approved by Council. Depending on the original projects listed in the bond language and what projects are substituted, it may require another public hearing and/or resolution. In certain instances, a resolution has been approved by Council to change funding sources to other projects to spend the oldest bond first. This aligns with the strategic plan. The projects listed may need further action and we will follow bond council's recommendation.

Unused bond proceeds may remain available due to project timing delays, projects coming in under budget, or changes in project scope or relevance over the life of the bond issue. In addition, bond proceeds are invested until expended, and interest earnings accumulate in the bond fund; subject to applicable state and federal regulations, a portion of those earnings may be used for eligible capital projects. Reallocating these funds allows the City to responsibly spend down existing debt, advance priority infrastructure needs, and avoid additional borrowing.

Spending down bond proceeds in a timely manner also helps the City avoid potential federal arbitrage requirements. Federal tax regulations limit the amount of investment earnings a municipality can retain on tax-exempt bond proceeds. By reallocating and expending existing bond funds on eligible projects, the City reduces the risk of arbitrage rebate obligations while advancing priority infrastructure improvements.

## CITY COUNCIL

Sue Cahill, Melisa Fonseca, Mark Mitchell,  
Greg Nichols, Jeff Schneider, Gary Thompson, Marco Yopez-Gomez



Bond proceeds must be used for authorized purposes. Where projects fall outside the original bond language, Council action and a reverse referendum process may be required. Staff is requesting that this process be initiated for the projects outlined below that fall outside of the original bond language.

### **2021 G.O. Bond Issue (fund 363)**

The original bond language for the 2021 bond included funding for streets, water systems, sanitary sewer systems, stormwater drainage, street lighting, signage, and signalization, parking lot improvements, nuisance abatement and/or acquisition, demolition and restoration of dilapidated properties, and costs of issuing the bonds. In order to use these funds for other projects, a public hearing must be held. Those projects include:

#### Railroad Quiet Zone Improvements- \$47,000 from 2021 G.O. Bond

There are four at grade crossings that are in the project area: 12th Street, 6th Street, 2nd Street, and 12th Ave. Safety improvements will need to be made at two of the crossings (6th St. and 12th St.) as a part of the City's projects to qualify for a Quiet Zone designation.

This project was originally bonded for in 2020 and \$86,250 was spent, however progress on the project was slow so the funds from the 2020 bond issue were reallocated to other projects via Council resolution 2024-065 and the Capital Improvement Plan. Staff is requesting Council authorization to proceed with repurposing unspent General Obligation (G.O.) bond proceeds from the 2021 and 2023 bond issues to complete the Railroad Quiet Zone Improvements.

#### Police/Fire Building Sidewalks, Landscaping, Lights and Ventilation System

The entire 2017 bond was originally issued for the Police/Fire building. Towards the end of the project there was approximately \$526,000 remaining and replacing the generator and ventilation system was budgeted. Since the 2017 bond was near its 5-year term, Resolution 2022-185 allowed other uses for the 2017 bond (streets, bridge) and the remaining Police/Fire building costs were budgeted in the 2021 bond. It was decided later that the current generator was sufficient, so that would not move forward. However, the ventilation system in the evidence room and humidifier was paid out of bond 2021 at a cost of \$4,199. Another \$90,000 would be budgeted for sidewalks, lighting, and landscaping around the building.

#### Sidewalks:

Sidewalks are not specifically listed in the bond, so staff want to add to allow sidewalk gap projects. \$25,098 has been spent.

### **2022 G.O. Bond Issue (fund 364)**

The original bond language for the 2022 bond included funding for streets, alleys, bridges, sidewalks, sanitary sewer, stormwater, water systems, street lighting, signage, and signalization, acquisition, demolition, and restoration of dilapidated properties, improvements to municipal parks including splash pad, concessions, restrooms, shelters, parking lots, trails, bridges, and sidewalks, construction of municipal parking lots, recreational trail improvements, and the costs of issuing the bonds. In order to use these funds for other projects, a public hearing must be held. Those projects include:

#### **CITY COUNCIL**

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## Aquatic Center Improvements

- Waterslide refurbishing, \$30,000 - The waterslides at the Marshalltown Aquatic Center require service at regular intervals to ensure the integrity of the structures, maintain safe slide paths and renew the exteriors. This refurbishment is a priority due to the deteriorated caulk and loose joints between slide segments causing a safety hazard for users. When caulk is deteriorated between segments, patrons and particularly younger children get injured due to the rough slide path. Aquatic Center Maintenance staff have witnessed loose bolts on several slide segments that are in need of replacement. The scope of work for this project will include recaulking of slide segments, slide bolt replacement, recoating of the interior slide path and painting of the exterior. No additional engineering services are required.
- Aquatic Center Pool Basin Painting, \$125,000.00 - Outdoor pool basins are recommended to be painted every 5-6 years to maintain the integrity of the concrete and surface of the basin. The Marshalltown Aquatic Center basin has not been painted in professionally painted in 9 years. This work is a priority due to the need to properly maintain the basin and not doing so poses a both a safety and maintenance concern when paint chips away from the surface. The scope of work for this project will include sandblasting the existing paint coats down to the original concrete and repainting the basins for the main pool and lazy river. No additional engineering services are required.
- Aquatic Center Concrete Repair, \$66,000.00 - The Marshalltown Aquatic Center deck concrete has several panels that have cracked, deteriorated and are missing caulking. This repair is a priority due to the shifting of concrete posing a safety hazard for patrons and the need to maintain the integrity of the pool deck. The scope of work for this project will include the replacement of 1,325 sq ft of concrete, control joint replacement and caulking replacement. No additional engineering services are required.

## Iowa Rivers Edge Trail Bridges 2 – 5 - \$250,000

This project funds continuing progress on the Iowa River's Edge Trail by repairing/replacing bridges 2 – 5. The Council previously designated \$250,000 of Council-designated LOST funds to the project but adopted a resolution to rescind that commitment and instead partially fund the project with bond proceeds. The project funding to date consists of donations, grants, and the proposed \$250,000 in bond proceeds. Trails were listed as a general corporate purpose in the 2022 G.O. Bond issue but only authorized up to \$255,000 for the trail between the American Legion and Skatepark. Consequently, we need to authorize an additional \$250,000 for the Trail Bridges project.

## **2023 Bond Issue (fund 365)**

The original bond language for the 2023 bond included funding for streets, alleys, bridges, sidewalks, sanitary sewer, stormwater, water systems, acquiring and installing street lighting, signage and signalization improvements, streetscape beautification improvements, including art installation, planting of new trees and landscaping, and pay costs of issuance related to the Bonds. In order to use these funds for other projects, a public hearing must be held. Those projects include:

## Railroad Quiet Zone Improvements- \$690,000 from 2023 G.O. Bond

There are four at grade crossings that are in the project area: 12th Street, 6th Street, 2nd Street, and 12th Ave. Safety improvements will need to be made at two of the crossings (6<sup>th</sup> St. and 12<sup>th</sup> St.) as a part of the City's projects to qualify for a Quiet Zone designation.

### **CITY COUNCIL**

Sue Cahill, Melisa Fonseca, Mark Mitchell,  
Greg Nichols, Jeff Schneider, Gary Thompson, Marco Yopez-Gomez



This project was originally bonded for in 2020, however progress on the project was slow so the funds from the 2020 bond issue were reallocated to other projects via Council resolution 2024-065. Staff is requesting Council authorization to proceed with repurposing unspent General Obligation (G.O.) bond proceeds from the 2021 and 2023 bond issue to complete the Railroad Quiet Zone Improvements.

**CITY COUNCIL**

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**MARSHALLTOWN  
MORE THAN EVER**

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

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**To:** Mayor and City Council  
**From:** Kelsie Stafford, Director  
**Meeting Date:** March 9, 2026  
**Re:** Revise City Ordinance - Chapter 93.001: Parks and Recreation; Leisure: Camping; Time Limits; Permit; Fee

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**Strategic Plan Objective:**

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

**Recommended:**

Staff recommends review of the proposed changes to Ordinance 93.001: Parks and Recreation; Leisure: Camping; Time Limits; Permit; Fee, and direction to return to a future meeting with a revised ordinance for Council approval. The proposed revisions have been vetted and endorsed by the Park and Recreation Advisory Board for Council consideration.

**Budget Impact:**

The proposed changes to the existing ordinance governing camping in Riverview Park will allow the Park and Recreation Department to issue permits for long-term camping. Each camping site leased for long-term use will generate approximately \$750-\$900 per month with our current fee structure.

**Description/Background:**

Driven by both a substantial influx in requests for long-term camping service and the need to expand the Department's fee-for-service opportunities, staff is recommending the following revisions to the existing Ordinance 93.001:

*93.001 (B) Time limit for camping in Riverview Park.*

Current: Camping in the designated areas of Riverview Park shall be limited to no more than seven consecutive days per unit. The Director of Parks and Recreation may extend the limitation under this section for special events or special circumstances, but in no event shall the extension exceed seven additional consecutive days. The Director may shorten the limitation under this section or prohibit camping when camping may cause damage to the area.

Proposed Revision: Camping in the designated areas of Riverview Park shall be permitted for time periods under the discretion of the Director of Parks and Recreation. The Director may

lengthen or shorten limitations under this section or prohibit camping when camping may cause damage to the area.

**93.001 (D) *Camping fee and permit required.***

Current: Any person who camps in any designated camping area shall pay a fee to be set by the Director of Parks and Recreation and shall be issued a permit. The Director, for good cause, may revoke the camping permit.

Proposed Revision: Any person who camps in any designated camping area shall pay a fee to be set by the Director of Parks and Recreation and shall be issued a permit. The Director, for good cause, may revoke the camping permit and fees shall be forfeited.

**93.001 (E) *Parking of vehicles and camping units.***

Current: All camping units and motor vehicles shall be parked in the areas designated in parks as directed by the Director of Parks and Recreation.

Proposed Revision: All camping units and motor vehicles shall be parked in the areas designated in parks as directed by the Director of Parks and Recreation. The number of vehicles per campsite may be limited under the discretion of the Director of Parks and Recreation.

Staff is proposing an internal policy of reserving 40-50% of the full hook-up camping sites for short-term camping and 50-60% of the full hook-up camping sites to be available for long-term stays. Long-term campers must pay for their site in advance and on at least a bi-weekly basis in order for their long-term camping permit to remain valid. It is staff's goal to install six additional asphalt pads at electric-only hook-up sites if this approach proves successful.

**Attachments:**

1. Campground Map Exhibit\_260309



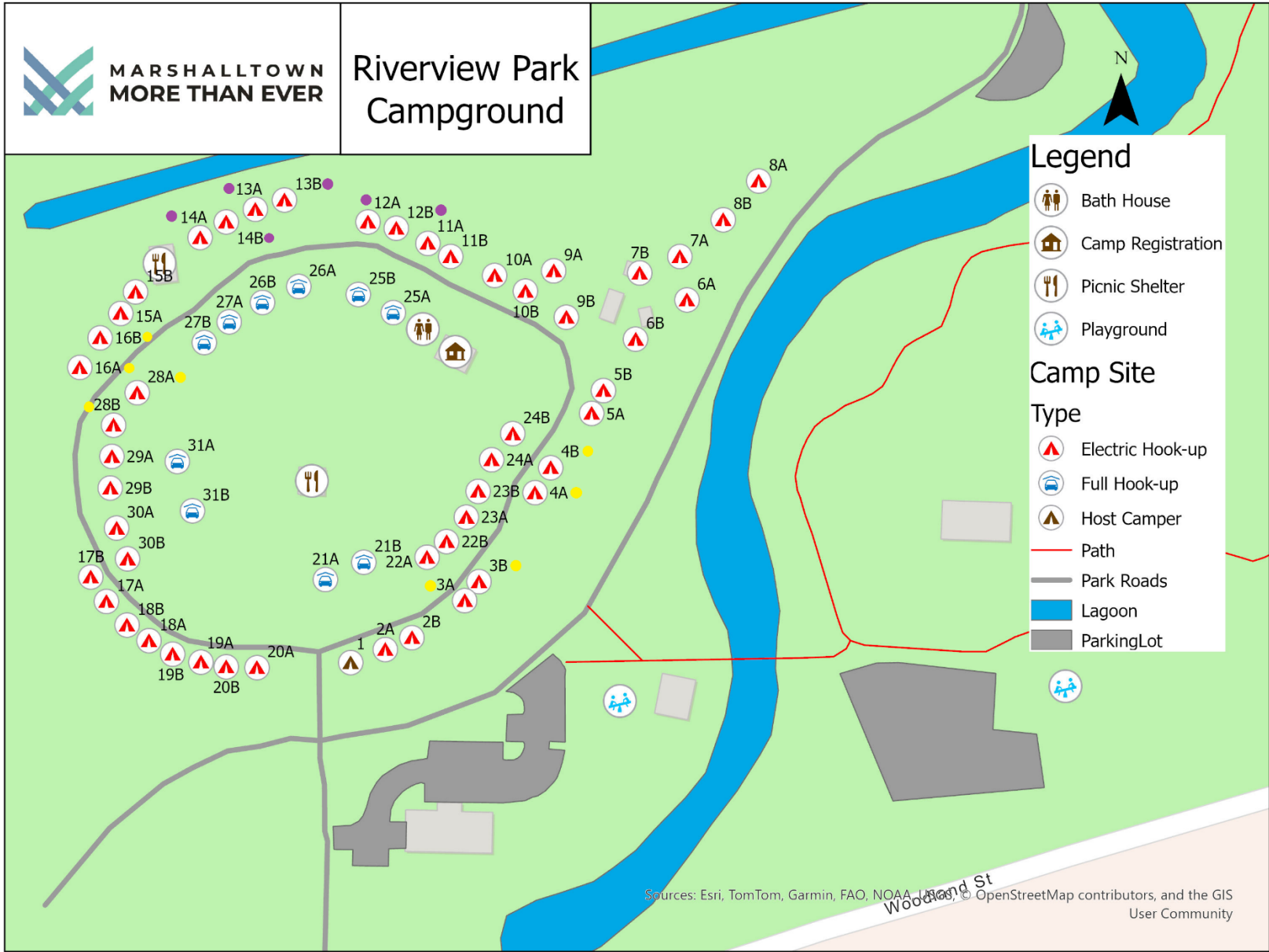
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# Riverview Park Campground



## Legend

- Bath House
  - Camp Registration
  - Picnic Shelter
  - Playground
- Camp Site Type**
- Electric Hook-up
  - Full Hook-up
  - Host Camper
  - Path
  - Park Roads
  - Lagoon
  - Parking Lot



Sources: Esri, TomTom, Garmin, FAO, NOAA, Wood St  
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