

IN THE IOWA DISTRICT COURT IN AND FOR LINN COUNTY

**SOUTHERN DISASTER RECOVERY,)
LLC,)**

Plaintiff,)

v.)

CITY OF MARION, IOWA,)

Defendant.)

Case No. LACV098830

**RULING AND JUDGMENT ON
PLAINTIFF’S SOUTHERN
DISASTER RECOVERY, LLC’s
APPLICATION FOR
ATTORNEYS’ FEES AND
COSTS**

The Plaintiff Southern Disaster Recovery, LLC’s (SDR) Request for Attorneys’ Fees and Interest is before the Court for consideration. The Court has considered the evidence brought forth at trial, has considered the parties’ post-trial filings, and enters the following Ruling and Judgment Entry on Plaintiff’s Southern Disaster Recovery, LLC’s Application for Attorneys’ Fees and Costs.

FACTUAL BACKGROUND

The derecho that swept Marion, Iowa, on August 10, 2020, caused extensive damage to trees and created a great deal of downed woody debris. It was estimated that the storm impacted a minimum of 50 percent of the city’s tree canopy and resulted in over 800,000 cubic yards of storm debris. Southern Disaster Recovery is a company that specializes in disaster debris removal throughout the United States and provides debris removal services primarily to various units of government. The debris cleanup is usually ultimately funded by FEMA through a claim submitted by the governmental unit.

The City of Marion initially solicited bids from debris removal contractors for the city-owned streets and right-of-way’s. SDR was the successful bidder, began work immediately and

finished work under the first contract in mid-December of 2020. SDR was paid in full for its work, approximately \$13 million.

As the city street debris removal contract was drawing to a close, the City of Marion solicited bids for removal of debris from waterways. SDR was the successful bidder and the City of Marion and SDR entered an Emergency Waterway Debris Removal Contract on January 7, 2021, whereby SDR agreed to remove eligible trees and debris from waterways that were maintained by the City of Marion and abutted both city and private property for the price of \$39.35 per cubic yard. It is this contract that was the subject of the dispute before the Court.

SDR filed suit on November 21, 2021, against the City over the City's failure to pay outstanding invoices in the amount of \$4,928,993.28 submitted by SDR to the City pursuant to the Emergency Waterway Debris Removal Contract. SDR asserted claims for breach of contract, breach of the covenant of good faith and good dealing and a claim for attorney's fees and expenses under Chapter 573 of the Iowa Code, asserting that the contract in question was a public improvement contract within the meaning of Chapter 573, entitling SDR to recover interest and attorney's fees. The contract entered between the parties did not contain an attorney's fees provision.

In November of 2022, SDR amended its Petition to allege a civil cause of action for alleged false reporting by the City of Marion to law enforcement under newly enacted Iowa Code Section 708.7(7) (effective July 1, 2022). That code provision provides an aggrieved party with a cause of action for conduct constituting harassment in violation of Iowa Code Section 708.7(4) (reporting or causing to be reported false information to law enforcement implicating another in criminal activity, knowing that the information is false, with intent to intimidate, annoy, or alarm another person).

Relatively shortly before trial, on January 20, 2023, the City of Marion paid SDR's outstanding invoices totaling \$4,928,993.28 in full. Various counterclaims by the City were dismissed during trial. This left only SDR's claim under Iowa Code Section 708.7(7) for submission to the jury. The parties agreed that SDR's claim for interest and attorney's fees under Iowa Code Chapter 573 would be submitted to the Court. In its post-trial submission, SDR also submits it is entitled to recover interest under Iowa Code Chapter 535, although this claim was not specifically pled previously.

The Court will briefly summarize SDR's breach of contract and Chapter 708.7(7) claims. The Emergency Waterway Debris Removal contract agreement provided that SDR would be responsible for removal of eligible tree and debris removal from waterways maintained by the City of Marion. The contract more specifically provided that the contractor would remove trees and/or debris that posed an immediate threat to public or private property from waterways that are maintained by the City of Marion under the following circumstances:

- Trees and/or debris that obstructs, or could obstruct, intake structures;
- Trees and/or debris that could cause damage to structures, such as bridges and culverts; or
- Trees and/or debris that could cause flooding to improved public or private property during the occurrence of a five-year flood.

The principal waterway of the City of Marion that was the subject of the contract was known as Indian Creek. Prior to the bidding and as part of the contract documents, the City provided a map which delineated the five-year floodplain. It is important to note that the contract provided that the City would retain a debris monitor (in this case Debris Tech) that was to monitor the debris removal along with City staff. The contract provided "both city staff and the contracted

debris monitoring firm will exercise discretion on what debris is eligible for removal.” Thus, it was the city staff and its debris monitor, not SDR, that determined what debris should be removed. With that said, the contract further provided that:

“The parties acknowledge that FEMA financial assistance will be used to fund the contract, along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures and directives.”

The trial testimony established that all parties to this contract understood that the City would be applying to FEMA for reimbursement so the FEMA guidelines needed to be followed.

As noted above, the contract provided that the City’s debris monitor, Debris Tech, would monitor the work and certify to the City that only eligible debris was being removed. SDR itself did not actually remove any debris. SDR retained subcontractors who actually cut up the trees and debris, loaded it into trucks and took it to a staging area where yet another contractor would remove it. The evidence demonstrated that the debris monitor would monitor and watch virtually every tree that was cut or pile of branches that was removed. There was essentially a one-to-one personnel ratio between the monitors and the contractors doing the work. Detailed records were kept along with photographs and measurements of trees, stumps, and where the work was being performed, all of which were provided to the City on a daily basis.

The trial testimony established that two city employees, Ryan Miller and Matt Morris developed concerns concerning debris removed from ineligible areas. For instance, photographs introduced at trial show a great deal of tree debris seemingly well outside the five-year floodplain prior to the contractor’s work, and that debris being gone after the contractors finished their work. There was certainly evidence suggesting that the contractors had the economic incentive to remove ineligible debris because, the more debris was removed at \$39.36 per cubic yard, the more the contractor and SDR would be paid. Nonetheless, the City’s own debris

monitor, Debris Tech, monitored the work and certified each and every invoice of SDR for payment.

The City's witnesses testified that due to the City's concern about ineligible debris being removed, they withheld payment of SDR's invoices later in the project. These withheld invoices ultimately totaled approximately \$4.9 million.

Chief Ryan Kitzmiller was the Chief of the City of Marion Police Department prior to going to work for the City of Marion as Chief of Police, he had a twenty-year career with the Federal Bureau of Investigation. In that capacity with the FBI, he had been involved with the 2008 Cedar Rapids flood and a number of FEMA claims submitted after that flood. Ryan Miller testified that based on his concerns over ineligible debris being removed, he spoke with Chief Kitzmiller as a senior or respected individual with prior experience. The two of them walked what is known as the Bjornsen property where the City believes much of the ineligible debris had been removed. Chief Kitzmiller testified that he walked the property and looked at photographs of debris present prior to the contractor's work and observed that same debris being absent after the contractors completed their work, he concluded an investigation was warranted. The City of Marion Police Department opened an investigation and the local FBI office also opened an investigation.

It was SDR's claim at trial that the City reported false information to law enforcement implicating SDR in criminal activity (principally the removal of ineligible debris). SDR asserted that this was part of an effort by the City to get SDR to backoff its recent demands for payment of the overdue invoices. For the purposes of this Ruling it is not necessary for the Court to summarize the allegedly false or misleading statements SDR claimed were made by the City to law enforcement. It will suffice to note that the City took the position at trial that their

statements to law enforcement were true and that, in any event, they did not do so with the intent to intimate, annoy or harass, but rather sought out Chief Kitzmiller as an individual experienced with FEMA reimbursement issues and because they had good-faith questions about whether ineligible debris was removed, thereby increasing what the City had to pay SDR under contract.

The trial evidence demonstrated that no criminal charges were filed. There were contractors and a property owner, Mr. Bjornsen, who were interviewed by law enforcement during their investigation. SDR representatives did not have to sit for in-person interviews but they were required to retain counsel and answer in writing a lengthy list of questions posed by law enforcement.

SDR's claim of false reporting to law enforcement under Iowa Code Chapter 708.7 was submitted to the jury over seven trial days and after approximately 40 minutes of deliberations the jury returned a verdict for the City.

As noted above, the parties agreed that SDR's remaining claims for attorneys' fees and interest would be submitted to the Court.

ANALYSIS

I. Attorney's Fees Pursuant to Iowa Code Chapter 573

Plaintiff's Petition claims that the contract in question "is a public improvement contract within the meaning of Chapter 573 of the Iowa Code." Petition ¶ 48. If it is a public improvement contract then "the court may tax as costs, a reasonable attorney fee in favor of any claimant for labor or materials who has, in whole or in part, established a claim." Iowa Code § 573.21. The crux of whether SDR is entitled to interest and attorneys' fees under Chapter 573 of the Iowa Code depends on whether the contract between SDR and the City is a contract for

construction of a public improvement as claimed by plaintiff or a simple debris removal contract or service contract, as asserted by the City.

The title of Chapter 573 of the Iowa Code is “Labor and Materials On Public Improvements.” The definitions section found in Iowa Code 573.1 provides:

For the purposes of this Chapter:

1. “Construction” in addition to it’s ordinary meaning, includes repair, alteration and demolition.

* * * *

4. “Public improvement” is an improvement, the cost of which is payable from taxes or other funds under the control of the public corporation, except that in cases of public improvements for drainage or levy purposes the provisions of the drainage law, Chapter 468, in cases of conflict shall govern.

In looking for a term’s ordinary meaning, the court consults the dictionary. *Iowa Comprehensive Petroleum Underground Storage Tank Fund Bd. v. Farmland Mut. Ins. Co.*, 568 N.W.2d 815, 818 (Iowa 1997). The ordinary meaning of “construction” is the following:

- 1: the act or result of construing, interpreting, or explaining
- 2a: the process, art, or manner of constructing something
- 2b: the construction industry
- 3: the arrangement and connection of words or groups of words in a sentence : syntactical arrangement
- 4: a sculpture that is put together out of separate pieces of often disparate materials.¹

The ordinary meaning of “construct” is the following:

- 1: to make or form by combining or arranging parts or elements: BUILD...
- 2: to draw (a geometrical figure) with suitable instruments and under specified conditions

¹ *Construction*, MERRIAM-WEBSTER.COM, <https://www.merriam-webster.com/dictionary/construction> (last visited Mar. 24, 2023).

3: to set in logical order.²

Chapter 573 is intended to cover “public improvement” contracts by its terms. The definition of “public improvement” hinges on the term “construction.” Chapter 573 contains several references to “**construction of public improvements.**” For example, as noted above, the chapter itself begins with the premise “contracts for the **construction of a public improvement** shall... See Iowa Code § 573.2. Section 573.12, cited by plaintiff in their petition (second amended petition paragraph 66) begins “1. Retention. (a) payments made under contracts for the **construction of public improvements**, unless otherwise provided by law...” The court agrees with the City that the gravamen of Chapter 573 is “construction of public improvements.”

The ordinary meanings of “construction” and “construct” which relates to Chapter 573 of the Iowa Code is clearly “the process, art, or manner of constructing something,” “the construction industry,” “to make or form by combining or arranging parts or elements: BUILD.” Under ordinary the meaning of the word “construction,” SDR did not build anything. SDR does not argue that it demolished anything.

There was certainly no proof at trial that the parties themselves treated the contract in question as a public improvement contract. The contract makes no reference to being a public improvement contract. The contract certainly does not call for the construction of anything. Iowa Code § 573.2 provides that “contracts for the construction of a public improvement shall, when the contract price equals or exceeds \$25,000.00, be accompanied by a bond.” The bond is mandatory. See Iowa Code 573.3. No bond was required on the contract in question nor was a bond provided by SDR. Iowa Code 573.12 provides for retainage of 5% from each monthly estimate of labor performed and material delivered as estimated by the project engineer or

² *Construct*, MERRIAM-WEBSTER.COM, <https://www.merriam-webster.com/dictionary/construct#h1> (last visited Mar. 24, 2023).

architect. Here the contract does not reference retainage, there is no evidence that retainage was withheld by the City and there certainly was no architect or engineer involved.

The testimony of Al McClaran, CEO of SDR, demonstrates that the contract at issue was a service contract and not a public improvement contract. Mr. McClaran testified that he was familiar with the definition of vertical infrastructure and horizontal infrastructure and that SDR does not do such work. SDR sometimes performs demolition work but performed no such work in the City of Marion. The contract did not require SDR to build any horizontal infrastructure such as streets or bridges. The contract did not provide that SDR would construct any culverts. Mr. McClaran also testified that SDR did not consult or contract with any design or engineering professionals. Mr. McClaran did not know whether an architect was hired for the project but agreed that it was unlikely an architect would be hired for a debris cleanup project. He had no knowledge of any engineering or construction plans created or used for the debris cleanup.

The testimony of City Attorney Kara Bullerman, was consistent with that of Mr. McClaran on all specific features of the contract. She testified no retainage was held back by the City as would be required by law on a contract for the construction of public improvements. She reiterated that the contract neither stated nor implied that any permanent improvement would be built. She confirmed that the city council neither received nor approved any engineering or architectural plans in connection with the construction of any public improvements as would be expected if this was a public improvement contract. She testified that the contract contemplated no vertical or horizontal infrastructure such as permanent roads, drainage features, culverts, bridges or buildings. She testified that the contract was a service contract for the removal of debris, akin to garbage removal or a street cleaning contract. The Court agrees.

The Court is unpersuaded by SDR's argument that the Indian Creek waterway is a public improvement. It is not. It is just what the name implies, a creek. Therefore, even if the Court assumes for the sake of argument that removal of downed trees and limbs from the creek or adjacent to the creek constitutes a "repair" of the creek, that does not help SDR's position because SDR neither constructed nor repaired a public improvement.

The Court concludes that Iowa Code Chapter 573 is inapplicable to this case because the contract between the parties was not a "public improvement" contract. Accordingly, the Court may not tax as costs reasonable attorneys' fees under Iowa Code Section 573.2(1). Further, the contract in question did not provide for the recovery of attorneys' fees and SDR did not prevail in its 708.7(7) claim because the jury returned a verdict for the City. The City paid SDR's invoices in full prior to the trial. SDR was not the prevailing party regarding any claims in this case. Accordingly, SDR is not entitled to recover attorneys' fees and it is unnecessary to conduct a further hearing on the amount of the claimed attorneys' fees.

II. Interest Pursuant to Iowa Code Section 535.2

SDR asserts it is entitled to recover interest under Iowa Code Chapter 535 in the amount of \$377,502.70. SDR seeks interest from when their invoices were approved for payment by Debris Tech until the invoices were ultimately paid by the City on January 20, 2023. The Court has reviewed SDR's interest calculations included in Exhibit A-5 to SDR's Motion for Entry of Interest and Attorneys' Fees and finds the interest calculations to be correct, assuming that interest is in fact due under that code section. As an initial matter, the Court rejects the City's assertion that SDR is barred from recovering interest under Chapter 535 because SDR failed to include that request in its prayer for relief. The Court reaches this conclusion for two reasons. First, SDR, at least obliquely, prays for interest in the following portion of its prayer for relief:

“Wherefore, Southern Disaster Recovery, LLC, requests that this court enter judgment against the City of Marion in an amount that will fairly and fully compensate it for its losses, including, but not limited to, amounts owing to it under the contract and all other compensatory damages, including consequential damages, the loss of the benefit of its bargain, loss of the use of capital, operating losses, lost profits, statutory interest, and reasonable attorneys’ fees as provided in Iowa Code §573.21 and the contract (emphasis applied).

While the prayer for “statutory interest” might arguably be read as a request for statutory interest under Iowa Code §573, given the remaining language in that paragraph, it is nonetheless a request for statutory interest and it does not preclude a claim for statutory interest under Chapter 535.

Second, in *Miller v. Bonar*, 337 NW2d 523, 530 (Iowa 1983), the Iowa Supreme Court rejected “defendant’s argument that interest must be requested before it is allowed under Section 535.3,” the sister section of 535.2. Further, in a case filed the same day as *Miller*, *Oskaloosa Food Prods. Corp. v. Etna Cas. & Sur.*, 337 NW2d 521 (Iowa 1983), the Court held that “Section 535.3 is mandatory; interest must be awarded from the date of the commencement of the action even if none is requested.” For the above stated reasons, the Court rejects the City’s assertion that SDR is barred from recovery of interest under Chapter 535 for failure to make that claim explicitly in its Petition.

SDR seeks recovery of interest for seven overdue invoices under the Waterway Debris Removal Contract, dated January 7, 2021, which invoices were all approved by the City’s monitoring agent, Debris Tech, LLC, in the spring and summer of 2021 but were not paid by the City until January 20, 2023. The City asserts these invoices were significantly past due at the time they were paid and that each of SDR’s invoices became due following the City’s receipt of its monitor’s, Debris Tech’s, approval of the same.

The trial testimony by Chip Patterson, SDR's Vice-President of Operations, established that trial Exhibits 14 through 36 were Debris Tech's approvals of SDR's invoices and that they were the customary communications within the debris removal business. The purpose of those communications is for the debris monitor to advise its customer, in this case the City, that it had reviewed the contractor's data and supporting invoices and found them to be in agreement with its own data, and, based on that, makes a recommendation for payment. The trial testimony further established each and every invoice at issue was approved by Debris Tech between May and June of 2021. Mr. Patterson testified that once a monitoring agent, such as Debris Tech, has provided these communications to its customer (in this case, the City of Marion) that is the final word necessary for approval and payment in the industry. It is SDR's claim that, despite this customary practice, and the City's own debris monitor asserting that the invoices were due and payable, the City failed to issue timely payment for more than a year and a half, only paying the invoices shortly prior to trial in this matter on January 20, 2023. It is these unpaid invoices which form the basis of SDR's claim for interest under Iowa Code Chapter 535 in the amount of \$377,502.70. The City asserts that SDR is precluded from recovering interest because it had a good faith basis for disputing the amount invoiced by SDR. "Generally, interest runs 'from the time money becomes due and payable, and in the case of unliquidated claims, from the date they become liquidated.'" *Hughes v. Burlington N. RR. Co.*, 545 NW2d 318, 321 (Iowa 1996)(citing *Veach v. Farmers Inc. Co.*, 460 NW2d 845, 848 (Iowa 1980). "Unliquidated damages normally become liquid on the date of judgment." *Id* (citing *Barske v. Rockwell Int'l Corp.*, 514 NW2d 917, 926 (Iowa 1994). Therefore, prejudgment interest on unliquidated damage depends on whether it can be shown that the damage was complete at a particular time. *Old Maint. EMT. LLC*, 2019 WL 13169891 at 2.

The City asserts it had a good faith basis for disputing SDR's invoices because it had significant evidence and concerns that ineligible debris had been removed by SDR's contractors and therefore billed by SDR to the City. The more debris was removed, the more SDR and its contractors would be paid. It is true that the City's witnesses testified that they had concerns at the time the work was being done that the tree debris that was being removed was being removed from areas rather far outside the five-year floodplain of Indian Creek. The City had photographs seemingly demonstrating downed trees and debris in areas significantly outside of the five-year floodplain for Indian Creek present before the contractor's work and the debris was gone after SDR's contractors completed their work. The City also presented credible evidence that the City representatives had concerns over applying to FEMA to reimburse the City for removal of debris that was not eligible for removal per the applicable FEMA regulations. Moreover, it is also true that both parties to this contract understood, and the contract reflects, that federal regulations would need to be followed. The Court does not doubt that the City did have concerns as to whether the amount of debris being removed by SDR would be reimbursed by FEMA given the City's concern over alleged ineligible debris removal. The line of argument by the City is, given the City's concerns, the amount billed by SDR was disputed, the debt was unliquidated and did not become liquidated until the City paid SDR's invoices in full approximately two months before trial. The City asserts they did not know the correct amount to pay until they got a report from a City-retained expert, John Hartwell. Even then, they assert that John Hartwell's report demonstrates that only 47,000 cubic yards of debris existed in the five-year floodplain in sections 1 through 4 (the disputed sections) yet SDR billed for removal of 89,900 cubic yards.

The problem with the City's argument is that it finds no support in the contract between the parties. The contract, Plaintiff's Trial Exhibit 6, provides under the scope of work on page 1

that “the contractor is responsible for the removal of eligible tree and debris removal from waterways that are maintained by the City of Marion.” (emphasis supplied). The contract goes on to provide “with the assistance of contracted debris monitoring, the City staff will direct and monitor the project, conduct all other agency notifications, apply for and maintain necessary permits. Both City staff and the contracted debris monitoring firm will exercise discretion on what debris is eligible for removal.” (emphasis supplied).

The contract provides that SDR would be compensated for its services as follows:

“The contractor shall be compensated for their services at a rate not to exceed \$35.00 per cubic yard of all eligible debris as defined in this contract.”

Thus, the contract is clear that SDR would be paid for each cubic yard of debris removed and that *it was the City and the City’s debris monitor, Debris Tech, not SDR*, that exercised discretion as to what debris was to be removed. There was not a scintilla of evidence put forth by the City at trial to demonstrate that SDR or its subcontractors had ever removed a stick of wood that was not specifically approved for removal by the City’s own debris monitoring agent, Debris Tech. The evidence brought forth at trial demonstrated that this would have been virtually impossible.

The evidence demonstrated the City’s agent, Debris Tech, had personnel on site with SDR on essentially a one-to-one basis with SDR/subcontractor personnel. The debris monitor would with its personnel out in the field approve the removal of each tree or branch and would photograph the trees and debris being removed in real time and measure the diameter of stumps to document the appropriate diameter and use GPS technology to “pin” and document the exact location of all trees or branches being removed. Each truck full of debris was photographed and the cubic yards of trees/debris being removed documented. Further, all this information was

provided to the City each day, meaning that even if the City personnel were not actually in the field watching the work, they could review the work being performed in each area essentially contemporaneously but no later than 24 hours after the work was done.

SDR's work on Indian Creek was divided into sections corresponding to a certain length of the creek. SDR and its contractors began its work on section one. The focus of the trial was on the work performed in sections one through four. The evidence demonstrated that the City raised no concerns with the work performed in sections one through four until after the work was already completed. This in spite of the fact that the City itself had free access to any of the work being performed in those sections while the work was being done. The City did not raise any concerns with sections one through four until well after the work had been completed. In fact, the invoices for the work on sections one-four were paid on a timely basis. The unpaid invoices totaling \$4,928,993.23 which formed the basis SDR's breach of contract claim were for SDR's work on sections in which the City raised no concerns about ineligible debris. The City did not raise any concerns with SDR whatsoever until May of 2021 when SDR's work was essentially complete. It is also worth noting that the contract provided each party the ability to terminate the contract on thirty days' notice. The City did not terminate the contract in spite of their purported concerns.

A representative of one of SDR's contractors, Shane Smith, testified at trial that all the work he and his crew did was at all times under the direct supervision of Debris Tech and that it would have been impossible to "cheat" because of the monitoring. He further testified that no one from the City or the City's debris monitor ever suggested that they had removed ineligible debris. Further, the City's primary representative on the site, Ryan Miller, confirmed in his

testimony that he had all of the above referenced daily information available and that not once during the work did he express concerns to anyone regarding ineligible debris removed.

The Court could summarize further testimony but it would all be to the same effect. There simply was no proof put forth by the City that SDR or any of its contractors had ever removed a stick of material that was not specifically approved by the City retained debris monitor, Debris Tech. Further, as noted above, the contract provides that it is the City and the debris monitor that determines what debris is eligible for removal. The Court strongly suspects that this is why the City essentially threw in the towel and paid SDR's invoices in full prior to trial.

It is for the reasons set forth above that the Court concludes that this case is distinguishable from *Brenton Nat'l Bank of Des Moines v. Ross*, 692 NW2d 441 (Iowa Ct. App. 1992). The Court cannot with justice conclude that the City had a good faith basis for disputing the amount of SDR's invoices when the contract provided that the City and the debris monitor would exercise discretion as to what debris was eligible for removal, the debris monitor in question certified all of SDR's invoices as appropriate for payment and the City never brought forth any evidence that SDR or its contractors had ever removed debris that was not specifically approved by Debris Tech.

Accordingly, the Court concludes it is appropriate to award SDR interest on its unpaid invoices in the amount of \$377,502.70 pursuant to Iowa Code §535.2.

RULING

IT IS ORDERED, ADJUDGED AND DECREED that Southern Disaster Recovery, LLC's prayer for attorneys' fees pursuant to Iowa Code Section 573 is DENIED.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Southern Disaster Recovery, LLC's prayer for interest pursuant to Iowa Code Section 535.2 is GRANTED and judgment is entered in favor of Southern Disaster Recovery, LLC, and against the City of Marion in the sum of \$377,502.20 plus interest at the judgment rate of 7.22%..

IT IS FURTHER ORDERED that each party shall bear their costs and any remaining costs are assessed equally to the parties.




State of Iowa Courts

Case Number
LACV098830
Type:

Case Title
SOUTHERN DISASTER RECOVERY VS CITY OF MARION
ORDER FOR JUDGMENT

So Ordered



John Telleen, District Court Judge,
Seventh Judicial District of Iowa

Electronically signed on 2023-05-01 15:21:48