

CITY OF MARSHALLTOWN
COUNCIL AGENDA
CITY HALL COUNCIL CHAMBERS
10 W STATE STREET
DECEMBER 28, 2020, 5:30 PM

GO TO MEETING **Mon, Dec 28, 2020 5:30 PM - 7:30 PM (CST)**

Please join my meeting from your computer, tablet or smartphone. <https://global.gotomeeting.com/join/543583557>

You can also dial in using your phone. United States: +1 (646) 749-3129 / Access Code: 543-583-557

A. NOTICE TO PUBLIC

The Mayor and City Council welcome comment from the public during discussion of any of the agenda items. You are required to step to the microphone, state your name and address for the record and to limit the time used to present your remarks 3 minutes or less in order that others may be given the opportunity to speak. All speakers shall speak clearly and direct their comments to the Mayor and City Council and not to any Councilor specifically. It is at the discretion of the Mayor and Council to respond to specific questions and comments or to have staff respond during the meeting.

B. CALL TO ORDER

Mayor Joel T.S. Greer

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

Cahill, Gowdy, Hoop, Isom, Martin, Thompson, Wirin.

E. MAYOR, COUNCIL AND ADMINISTRATOR COMMENTS

1. YEARS OF SERVICE - DECEMBER

Bob Ranson - 25 years
Geri Larson - 25 years
Eric Siemens - 10 years
Cody Schmidt - 5 years
Wyatt Shelangoski - 5 years
Tanner Hunt - 5 years

F. CONSENT AGENDA

1. APPROVE MINUTES 12/14/20 AND 12/21/20 MEETINGS AND BILL LIST \$1,299,929.92

Documents:

[2020-12-14 Council Minutes.pdf](#)
[2020-12-21 Council Minutes.pdf](#)
[12-28-2020_BILL LIST Summary.pdf](#)
[12-28-2020_BILL LIST Detail.pdf](#)

2. APPROVE TREE TRIMMER LICENSES

MPR Tree Enterprises
Pella Tree Service Inc.

Documents:

[12-28-2020_CONSENT_Tree Trimmer License_MPR Tree Enterprises.pdf](#)
[12-28-2020_CONSENT_Tree Trimmer License_Pella Tree Service Inc..pdf](#)

3. APPROVE SEPTEMBER 2020 FINANCIAL STATEMENTS

Documents:

[September 2020 Financials Memo.pdf](#)
[SEPTEMBER 2020 FINANCIAL STATEMENTS.pdf](#)

4. APPROVE OCTOBER 2020 FINANCIAL STATEMENTS

Documents:

[October 2020 Financials Memo.pdf](#)
[OCTOBER 2020 FINANCIAL STATEMENTS.pdf](#)

5. RESOLUTION 2020-360 APPROVING FEES CHARGED BY THE PARKS AND RECREATION DEPARTMENT FOR THE RENTAL AND USE OF THE VETERANS MEMORIAL COLISEUM

Documents:

[12-28-2020_2020-360_Resolution to Set Rental and Use Fees for the VMC.pdf](#)

6. RESOLUTION 2020-361 APPROVING THE LIQUOR LICENSE APPLICATION PROCESS FOR THE VETERAN'S MEMORIAL COLISEUM

Documents:

[12-28-2020_2020-_Resolution Approving Liquor License Application for VMC.pdf](#)

7. RESOLUTION 2020-362 APPROVING A MODIFICATION OF AN AGREEMENT WITH THE FISHER COMMUNITY CENTER BOARD OF TRUSTEES AND THE FISHER GOVERNOR FOUNDATION FOR THE PUBLIC USE OF THE FISHER COMMUNITY CENTER

Documents:

[Resolution Approving a Modification of Agreement.pdf](#)
[MODIFICATION OF LEASE AGREEMENT.pdf](#)

8. RESOLUTION 2020-363 WAIVING CONFLICT OF INTERESTS RELATED TO AHLERS & COONEY, P.C.'S REPRESENTATION OF THE MARSHALLTOWN COMMUNITY SCHOOL DISTRICT IN AN EXCHANGE OF REAL PROPERTY

Documents:

[Res Waiving Conflict MCSD Legal.pdf](#)
[Conflict Waiver Letter - Marshalltown CSD City of Marshalltown \(01806683x7F7E1\).PDF](#)

9. TENTATIVE RESOLUTION 2020-364 AND SETTING OF PUBLIC HEARING FOR PROVIDING FOR THE VACATION, CONVEYANCE, AND TRANSFER OF STREET AND ALLEY HEREIN DESCRIBED FROM THE CITY OF MARSHALLTOWN, IOWA, TO THE MARSHALLTOWN COMMUNITY SCHOOL DISTRICT

Documents:

[12-28-2020_2020-_Resolution Tentative Vacate Street and Alley to MCSD.pdf](#)
[Memo on PH for Alley Street Vacation.pdf](#)
[12-28-2020_2020-_77861 Anson Ballfield Plats of Survey - Plat with Aerial - CGA Oct 2020.pdf](#)
[12-28-2020_2020-_77861 Anson Ballfield Plats of Survey - Descriptions - CGA Oct 2020.pdf](#)
[12-28-2020_2020-_77861 Anson Ballfield Plats of Survey - Plat - CGA Oct 2020.pdf](#)

10. RESOLUTION 2020-365 TRANSFERRING FUNDS FOR FISCAL YEAR 2021 THROUGH SEPTEMBER 30, 2020

Documents:

[12-28-2020_2020-365_Resolution Transferring Funds for Fiscal Year 2021 Through September 30 2020.pdf](#)
[Memo for Transfer of Funds in FY21 through September 30 2020.pdf](#)

11. RESOLUTION 2020-366 APPROVING THORP LOGGING CONTRACT CHANGE ORDER FOR EXTENSION OF TIME TO COMPLETE CHIPPING AND HAULING LOGS

Documents:

[12-28-2020_2020-366_Resolution Thorp Change Order for Time Extension.pdf](#)
[12-28-2020_2020-366_Thorp Request for Time Extension.pdf](#)

12. RESOLUTION 2020-367 ORDERING CONSTRUCTION OF THE 4TH STREET AND MEADOW LANE STORM SEWER ENHANCEMENTS PROJECT SMW17001, SETTING PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATED COST AND DIRECTING PUBLICATION OF NOTICE TO BIDDERS

Documents:

[12-28-2020_2020-367_Resolution Order Construction and Setting PH SMW17001.pdf](#)
[SMW17001 Memo to Order Construction.pdf](#)
[SMW17001 Official Notice of Hearing and Letting.pdf](#)
[SMW17001 PLANS Marshalltown Storm Sewer Enhancements.pdf](#)
[SMW17001 Timeline PrePlanning Project based-FINAL.pdf](#)
[SMW17001 BID DOCUMENTS 4th St Meadow Ln.pdf](#)

13. RESOLUTION 2020-368 APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES WITH CLAPSADDLE-GARBER ASSOCIATES, INC. FOR THE SIDEWALK GAP YEAR 2 PROJECT #SDW20002, IN THE CITY OF MARSHALLTOWN, IOWA, IN THE AMOUNT OF \$69,170.00

Documents:

[Professional Services agreement Reso.pdf](#)
[Mtown Sidewalks Gap Year 2 - E-500-2014-MODIFIED-Form-Agreement-between-Owner-and-Engineer-for-Professional-Services to City \(1\).pdf](#)
[12-28-2020_2020 Memo CGA Sidewalk ESA.pdf](#)

G. MOTIONS

1. TABLED ITEM: APPOINTMENT TO FILL THE VACANCY OF FIRST WARD COUNCILOR
1. RESOLUTION 2020-369 APPOINTING _____ TO FILL THE VACANCY OF FIRST WARD COUNCILOR

Documents:

[12-28-2020_2020-369_Resolution Approving Appointment of 1st Ward Council Vacancy.pdf](#)

H. RESOLUTIONS

1. RESOLUTION 2020-370 APPROVING THE FY2020 COMPREHENSIVE ANNUAL FINANCIAL REPORT FOR THE CITY OF MARSHALLTOWN

Documents:

[12-28-2020_2020-370_Resolution Approving FY20 Comprehensive Annual Financial Report \(CAFR\).pdf](#)
[CAFR memo for FY20.pdf](#)
[Marshalltown CAFR 2020.pdf](#)

2. RESOLUTION 2020-371 APPROVING AN AGREEMENT BETWEEN THE CITY OF MARSHALLTOWN AND YSS OF MARSHALL COUNTY TO IMPLEMENT A PILOT PROJECT TO STUDY THE DELIVERY OF SOCIAL SERVICES IN COLLABORATION WITH CITY LAW ENFORCEMENT SERVICES AND THE ALLOCATION OF \$150,000.00 TO SUPPORT THIS PROJECT

Documents:

[RES YSS Services Agreement 12_28_2020.pdf](#)
[MPD YSS Pilot Project Social Services Dec 2020.pdf](#)
[MPACT MOU ver. 1 YSS DRAFT 12102020 FINAL.pdf](#)

3. PUBLIC HEARING AND RESOLUTION 2020-372 APPROVING DEVELOPMENT AGREEMENT WITH MCFARLAND CLINIC, AUTHORIZING ANNUAL APPROPRIATION TAX INCREMENT PAYMENTS AND PLEDGING CERTAIN TAX INCREMENT REVENUES TO THE PAYMENT OF THE AGREEMENT

Documents:

[12-28-2020_2020-372_HrgApprvDevAgmtMcFarlandMarshalltown422742-41-v1.pdf](#)
[12-28-2020_2020-372_McFarland Development Agreement.pdf](#)

4. 2020 AMENDMENTS TO THE PLANS FOR THE MARSHALLTOWN URBAN REVITALIZATION AREA NO. 1 AND MARSHALLTOWN URBAN REVITALIZATION AREA NO. 2

1. PUBLIC HEARING ON PROPOSED 2020 AMENDMENT OF URBAN REVITALIZATION PLAN FOR URBAN REVITALIZATION AREA NO. 1

Documents:

[12-28-2020_2020-373_Resolution 2020HrngAmend Revite Plans and Ords\(3\)Marshalltown422742-41-v1.pdf](#)

2. PUBLIC HEARING ON PROPOSED 2020 AMENDMENT OF URBAN REVITALIZATION PLAN FOR URBAN REVITALIZATION AREA NO. 2

Documents:

[12-28-2020_2020-373_Resolution 2020HrngAmend Revite Plans and Ords\(3\)Marshalltown422742-41-v1.pdf](#)

3. RESOLUTION 2020-373 ADOPTING THE 2020 AMENDMENTS TO THE PLANS FOR THE MARSHALLTOWN URBAN REVITALIZATION AREA NO. 1 AND MARSHALLTOWN URBAN REVITALIZATION AREA NO. 2

Documents:

[12-28-2020_2020-373_Resolution 2020HrngAmend Revite Plans and Ords\(3\)Marshalltown422742-41-v1.pdf](#)

I. ORDINANCES

1. ORDINANCE 15005 TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA BY AMENDING CHAPTER 77, PARKING SCHEDULES, SCHEDULE II, NO PARKING ANY TIME
2nd Reading

Documents:

[12-28-2020_ORDINANCE 15005 Revise No Parking CH 77 Schedule II - 2nd Reading.pdf](#)

2. ORDINANCE 15006 TO AMEND THE CODE OF ORDINANCE, CITY OF MARSHALLTOWN, IOWA BY AMENDING CHAPTER 76 TRAFFIC SCHEDULES, SCHEDULE IV STOP INTERSECTIONS
2nd Reading

Documents:

[12-28-2020_ORDINANCE 15006 CH 76 NEW SCHEDULES Stop Signs - 2nd Reading.pdf](#)

3. ORDINANCE 15007 RATIFYING AND REPEALING PRIOR ORDINANCES RELATED TO MARSHALLTOWN URBAN REVITALIZATION AREA NO. 1.
1st Reading

Documents:

[12-28-2020_ORDINANCES_2020HrngAmend Revite Plans and Ords\(3\)Marshalltown422742-41-v1.pdf](#)

4. ORDINANCE 15008 RATIFYING AND REPEALING PRIOR ORDINANCES RELATED TO MARSHALLTOWN URBAN REVITALIZATION AREA NO. 2

Documents:

[12-28-2020_ORDINANCES_2020HrngAmend Revite Plans and Ords\(3\)Marshalltown422742-41-v1.pdf](#)

J. DISCUSSION

1. STRATEGIC PLAN REVIEW

Documents:

[12.28 Strategic Plan Memo.pdf](#)
[Mission.Values.pdf](#)
[DRAFT SWOT Analysis.pdf](#)
[2021 Marshalltown GoalObjAct.pdf](#)
[DRAFT 2021.2022 Strategic Plan Implementation Guide.pdf](#)
[Goal 3.Goal 4 Priorities.pdf](#)
[Draft Comm Survey 2 Year Focus.pdf](#)

K. **PUBLIC COMMENT**

Members of the public may make comments on any item which was not on the agenda during this time. The speaker shall approach the microphone, and state his or her name and address. Comments shall be limited to three minutes, unless a longer comment is authorized by the Mayor. The speaker shall direct comments to the Mayor and to the Council as a whole. The Mayor and Councilors shall not engage in discussion or debate on items raised by members of the public, and no action may be taken on items raised in public comments in order to comply with open meetings laws.

L. **CLOSED SESSION - REAL ESTATE**

Closed session pursuant to Section 21.5 subsection (1) paragraph (j) OF THE CODE OF IOWA to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property. The City of Marshalltown has an attorney-client relationship with Attorney Roger Schoell, appointed as City Attorney on May 5, 2014, by Council Resolution #2014-047; and with Lynch Dallas P.C., by Council Resolution #2017-093, approved May 8, 2017. There may be council action by motion following the closed session if directed by the city's attorney.

M. **ADJOURN**

MISSION STATEMENT

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

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

COUNCIL PROCEEDINGS
December 14, 2020

Mayor Pro tem, Bethany Wirin called the meeting to order at 5:34 PM, December 14, 2020, via Go-To Meeting, and led the pledge of allegiance. Mayor Greer resumed duties after the consent agenda. Roll call–Present virtually: Cahill, Gowdy, Isom, Martin, Wirin; Present in-person: Hoop and Thompson. Thompson expressed he would like meetings to be conducted in-person. Cahill thanked those serving on our boards and commissions and the police K-9 units that will be retired. CA Kinser recognized Board and Commission members for years of service: 5 years – John Mahlstede, Kelli Thurston, Matt Tullis; 15 years – Mike Gowdy, Merrill Price, Jerry Young; 20 years – Karen Shipley Cooper, Mary Stevens, Allan Thoreson; 40 years – Jon Boston.

CONSENT AGENDA

Motion by Martin, second by Cahill to adopt the consent agenda, less approval of items 8 and 9: APPROVE MINUTES NOVEMBER 23, 2020 AND BILL LIST \$3,543,511.09; APPROVE FINANCIAL STATEMENTS FOR AUGUST 2020; APPROVE CIVIL SERVICE NEW HIRE LIST – FIREFIGHTER; APPROVE LIQUOR LICENSE RENEWAL - OCEAN CITY CHINESE RESTAURANT, 5 W MAIN ST, MARSHALLTOWN; RESOLUTION 2020-338 APPROVING CONTRACT CHANGE ORDER #1 FOR BOLTON AND MENK FOR THE WEST END PARK PROJECT #PRK19004, AN INCREASE OF \$6,500.00; RESOLUTION 2020-339 APPROVING CONTRACT CHANGE ORDERS #41, 46R, 48R, 59-63 FOR THE VETERANS MEMORIAL COLISEUM RENOVATION PROJECT, AN INCREASE OF \$14,104.91; RESOLUTION 2020-340 APPROVING CONTRACT CHANGE ORDER #1 FOR THORP LOGGING FOR THE REMOVAL OF DANGEROUS LIMBS FROM TERRACE TREES, AN INCREASE OF \$175,000.00; RESOLUTION 2020-343 ACCEPTING THE ASSIGNMENT OF THE ACCEPTANCE OF OFFER FOR REAL ESTATE FROM ROSEMONT COMPANIES, LLC TO SOUTHRIDGE HOUSING, LLC FOR THE PURCHASE OF PROPERTY IN THE SOUTHRIDGE ESTATES SUBDIVISION; RESOLUTION 2020-344 DECLARING CERTAIN PROPERTY SURPLUS PROPERTY AND AUTHORIZING SALE AND DISPOSAL THEREOF, 2003 DUMP TRUCK WITH PLOW AND SPREADER; RESOLUTION 2020-345 APPROVING THE PURCHASE OF A 2022 INTERNATIONAL HV507 DUMP TRUCK WITH A SNOW PLOW AND SALT SPREADER FOR THE PRICE OF \$160,457.00 FROM O'HALLORAN INTERNATIONAL FOR USE IN THE STREET DEPARTMENT; RESOLUTION 2020-346 CORRECTING THE FISCAL YEAR DATES FOR THE FAÇADE IMPROVEMENTS AGREEMENT AND OPERATIONS AGREEMENT WITH THE MARSHALLTOWN CENTRAL BUSINESS DISTRICT; RESOLUTION 2020-347 APPROVING CONTRACT CHANGE ORDER #2 FOR THE TIMBER CREEK PEDESTRIAN BRIDGE PROJECT #PRK18001; RESOLUTION 2020-348 APPROVING CONTRACT CHANGE ORDER #3 FOR THE NORTHEAST FEMA STREET REPAIRS PROJECT # FEMA18004 A DECREASE OF \$113,489.61; RESOLUTION 2020-349 APPROVING AMENDED ENGINEERING SERVICES AGREEMENT FOR THE MARSHALLTOWN MANHOLE AND POINT REPAIR PROJECT # 59016002 FOR FOX ENGINEERING AN INCREASE OF \$53,600.00; RESOLUTION 2020-350 APPROVING AMENDMENT TO ENGINEERING SERVICES AGREEMENT #3 FOR THE AIRPORT TERMINAL PROJECT #APR19002 ENGINEERING SERVICES FOR CLAPSADDLE-GARBER ASSOCIATES, INC. AN INCREASE OF \$5,500.00; RESOLUTION 2020-351

APPROVING CONTRACT CHANGE ORDER #1 FOR THE S. 6TH STREET & W. MERLE HIBBS BOX CULVERT REPAIR PROJECT #SMW149002; RESOLUTION 2020-352 APPROVING CONTRACT CHANGE ORDER #1 FOR THE WASHINGTON STREET EXTENSION PROJECT # ECO20001 A DECREASE OF \$58,818.79; RESOLUTION 2020-353 APPROVING CONTRACT CHANGE ORDER #2 FOR E. MERLE HIBBS BOULEVARD EAST EXTENSION PROJECT # ECO19001 A DECREASE OF \$11,025.00; RESOLUTION 2020-354 APPROVING ENGINEER'S STATEMENT OF COMPLETION AND ACCEPTING THE WASHINGTON STREET EXTENSION PROJECT, BEING PROJECT NO. ECO20001, WITH A FINAL PROJECT COST IN THE AMOUNT OF \$576,560.00; RESOLUTION 2020-355 APPROVING ENGINEER'S STATEMENT OF COMPLETION AND ACCEPTING THE WOODRUFF CONSTRUCTION, LLC.WATER POLLUTION CONTROL PLANT PHASE III CONCRETE RENOVATIONS PROJECT, BEING PROJECT NO. WPC19001, WITH A FINAL PROJECT COST IN THE AMOUNT OF \$268,173.99; RESOLUTION 2020-356 APPROVING ENGINEER'S STATEMENT OF COMPLETION AND ACCEPTING THE CON-STRUCT, INC. NE FEMA STREET REPAIRS PROJECT, BEING PROJECT NO. FEMA18004, WITH A FINAL PROJECT COST IN THE AMOUNT OF \$1,376,973.79; RESOLUTION 2020-357 SETTING A PUBLIC HEARING ON PROPOSED 2020 AMENDMENTS TO URBAN REVITALIZATION PLANS FOR URBAN REVITALIZATION AREA NO. 1 AND URBAN REVITALIZATION AREA NO. 2; RESOLUTION 2020-358 SETTING DATE FOR PUBLIC HEARING ON A DEVELOPMENT AGREEMENT WITH MCFARLAND CLINIC, INCLUDING ECONOMIC DEVELOPMENT PAYMENTS IN AN ESTIMATED AMOUNT NOT TO EXCEED \$2,400,000. Motion carried 7-0.

Motion by Cahill, second by Isom to adopt RESOLUTION 2020-341 DECLARING POLICE CANINE JORDY AND CERTAIN OF HIS ACCESSORIES AS SURPLUS PROPERTY AND AUTHORIZING THE SALE THEREOF UPON CONDITIONS. Chief Tupper advised we will have a new K-9 sometime in 2021. Motion carried 7-0.

Motion by Isom, second by Thompson to adopt RESOLUTION 2020-342 DECLARING POLICE CANINE RAJI AND CERTAIN OF HIS ACCESSORIES AS SURPLUS PROPERTY AND AUTHORIZING THE SALE THEREOF UPON CONDITIONS. Motion carried 7-0.

MOTIONS

Motion by Gowdy, second by Cahill to APPROVE NEW CLASS B NATIVE WINE PERMIT FOR IOWA RIVER BREWING COMPANY, 107 N 1ST ST, MARSHALLTOWN. Motion carried 6-1, Hoop dissenting.

Motion by Isom, second by Gowdy to APPROVE FY2022 BUDGET SCHEDULE INCLUDING SPECIAL MEETINGS. Special meetings on 2/1 and 2/15 will be at 5:30 pm. Motion carried 6-0, Cahill abstaining due to her resignation 12/31.

RESOLUTIONS

Motion by Isom, second by Gowdy to approve RESOLUTION 2020-359 APPROVING AN AGREEMENT WITH KENDIG KEAST COLLABORATIVE FOR THE ZONING ORDINANCE REWRITE. Motion carried 7-0.

ORDINANCES

Motion by Isom, second by Gowdy to approve the second reading and waive the third reading of ORDINANCE 15004 PROVIDING FOR THE DIVISION OF TAXES LEVIED ON TAXABLE PROPERTY IN AMENDMENT NO. 8 TO THE URBAN RENEWAL PLAN FOR MARSHALLTOWN URBAN RENEWAL AREA NO. 3, PURSUANT TO SECTION 403.19 OF THE CODE OF IOWA. Motion carried 6-1, Thompson dissenting.

Motion by Martin, second by Isom to approve the first reading of ORDINANCE 15005 TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA BY AMENDING CHAPTER 77, PARKING SCHEDULES, SCHEDULE II, NO PARKING ANY TIME. Justin Nickel advised no parking anytime in the 800 block of E. Boone St would be added to the parking schedule. This serves as the entrance to Marshall County Secondary Roads maintenance yard and street parking presents issues for large trucks and equipment entering the yard and all vehicles turning from 8th Ave onto Boone St. Motion carried 7-0.

Motion by Isom, second by Gowdy to approve the first reading of ORDINANCE 15006 TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA BY AMENDING CHAPTER 76 TRAFFIC SCHEDULES, SCHEDULE IV STOP INTERSECTIONS. Justin Nickel advised stop signs have been added northbound at 7th Ave and Southridge and southbound at 9th St and Washington. Motion carried 7-0.

DISCUSSION

CA Kinser advised the City Council approve an agreement in June 2019 to provide a \$100,000 annual payment to the Fisher Community Center (FCC) for rent, operations and maintenance of a non-city owned civic center with the agreement not to charge rents for public use of the auditorium and meeting rooms. Since the FCC is not operational due to the derecho, staff was looking for council clarification on further payments this fiscal year and budgeting for next year. Karn Gregoire, Executive Director of the Martha Ellen Tye Foundation, 16 E Main St, and Secretary/Treasurer of the Fisher Governor Foundation, outlined future plans to renovate the current building and requests City payments continue in order to maintain operations. Council members Martin, Isom, Thompson, Cahill, Wirin, and Gowdy voiced continued support of this partnership. Public comment: Mark Eaton, 1007 S 10th Ave, hopes the Fisher Trust will help restore the theater and that the Martha Ellen Tye Foundation will donate to help rebuild this facility. Motion by Thompson, second by Isom to move forward a resolution to continue payments under the current agreement, with public use not being a requirement during renovation. Motion carried 7-0.

Geoff Hubbard, Parks and Recreation Director, presented rental fees for the Veteran's Memorial Coliseum to include weekday and weekend rates. Rates were determined by comparing with similar facilities in Marshalltown and in other communities. A resolution will come forward at the 12/28 meeting to approve the fee schedule.

Geoff Hubbard, Parks and Recreation Director, presented plans for alcohol licensing at the Veteran's Memorial Coliseum. Alcohol would be delivered by a distributor the week of events and stored in a secured area. Any leftover product would be picked up by the distributor after

the event. All employees would go through ABD training on alcohol sales. Motion by Thompson, second by Wirin to bring forward a resolution for liquor license application and sales. Motion carried 6-1, Hoop dissenting.

PUBLIC COMMENT

Michael Swope, President of Christian Soldiers Ministry Inc., 405 W Linn St, Marshalltown, would like to purchase and renovate the city owned Church at 506 E Boone Street for \$1 saving the city demolition costs.

The meeting adjourned at 6:48 pm.

Respectfully Submitted,

CITY OF MARSHALLTOWN, IOWA

Alicia Hunter, City Clerk

Joel T.S. Greer, Mayor
ATTEST:

Alicia Hunter, City Clerk

COUNCIL PROCEEDINGS
December 21, 2020

Mayor Joel Greer called the special meeting to order at 5:36 PM, December 21, 2020, via Go-To Meeting. Roll call—Present virtually: Cahill, Gowdy, Isom; Present in council chambers: Hoop and Thompson. Wirin joined the meeting virtually after interviews and discussions were completed. Cahill thanked the applicants who submitted letters of interest for the First Ward vacancy.

AGENDA

Shari Coughenour, 520 N Center St, Mike Ladehoff, 407 N 15th Ave, and Raymond Starks, 116 W Main St, Apt B, were present virtually to interview for the First Ward City Council vacancy. The City Clerk, Alicia Hunter, asked the following series of questions, and each applicant had the opportunity to answer.

1. Tell us about yourself and your background.
2. Have you ever held a public office before or served on any boards, commissions, or committees?
3. What will you do to help further the respectful relationships that currently exist between the City's elected officials?
4. In 2021 and beyond, we will have a number of items related to Downtown redevelopment coming forward, including the Downtown Implementation Plan and design standards for Downtown. How will you ensure that you are representing your ward in any Downtown-related discussions?
5. What does the City need to continue to do to help the 1st Ward recover from the tornado and the derecho?
6. What City staff and departments have you interacted with and for what purposes?
7. The City has been working with the Iowa DOT for a number of years on enhancements for the Highway 14 Corridor from northern City limits to Anson Street. What value do you see in this project?
8. What are your strengths and weaknesses?
9. Identify 2 or 3 things you have done in the past to improve or promote Marshalltown.
10. The 1st Ward is also home to JBS. The City has quarterly meetings with JBS of which you would be invited to be a part of. What messages would you take into these meetings?
11. If a petition for a special election is filed, would you plan to be on the ballot for that election?
12. Why do you want to represent the 1st Ward on the Marshalltown City Council and why should the City Council members choose you?

MOTIONS

City Attorney Roger Schoell confirmed a simple majority vote is necessary to pass a motion of appointment. Thompson advised he will vote no on any motion of appointment as he would like to hold a special election. Mayor Greer confirmed a petition has not been received for a special election. Isom and Cahill support the appointment so there is first ward representation in upcoming budget discussions. Gowdy would like all 7 council members to be present for this decision.

Motion by Isom to APPOINT RAYMOND STARKS TO FILL THE FIRST WARD VACANCY, motion failed due to no second.

Motion by Hoop, second by Gowdy to table the motion for APPOINTMENT TO FILL THE FIRST WARD VACANCY to the 12/28 meeting, motion carried 3-2, with Isom and Thompson dissenting.

The meeting adjourned at 6:42 pm.

Respectfully Submitted,

CITY OF MARSHALLTOWN, IOWA

Alicia Hunter, City Clerk

Joel T.S. Greer, Mayor
ATTEST:

Alicia Hunter, City Clerk

BILL LIST 12/28/20**Advertising**

Lynch.Dallas.PC/1	159.42
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Consulting & Professional Fees

AHLERS.COONEY/2	486.00
Bernie.Lowe/1	136.90
Bernie.Lowe.Asc/1	338.07
Bolton&Menk.Inc/4	8,751.70
C.P.M.I./1	13,215.00
Center.Assoc./1	301.00
Dorsey&Whitney/1	2,000.00
Fox.Engrg.Assc/1	16,496.09
Great.Wstrn.Bnk/1	97.30
Howard.R.Green/1	3,138.25
Lynch.Dallas.PC/6	4,588.50

Contracts

Adland.Engrvg/1	97.50
Aramark.Unfrm/2	43.64
ARL/1	4,333.33
BDH/1	32.38
Construct/1	55,634.44
Entenmann.Rovin/1	242.50
Envisionware/1	150.00
Garling.Constr/1	260,428.63
Gentry,S/1	14,735.00
Great.Wstrn.Bnk/3	809.20
HANSEN,J/3	2,468.00
IA.Dept.Insp.Ap/1	34.13
Impact.7G.Inc/2	460.00
Koch.Office/1	37.39
Marsh.Co.Landfi/1	44.55
O.C.L.C.Inc/1	939.15
Premier.Equip/1	57.62
Schendel.Pest.C/1	60.00
Schumacher.Elev/2	451.84
Servicemaster/2	2,174.50
Stericycle.Inc/2	112.28
Stone.Sanit/1	115.56
Temp.Associates/1	467.17
Thorp,R/2	98,414.31
TriTech Softwar/3	11,054.80
Tyler.Technolog/3	3,647.38
Woodman.Control/1	1,100.00

Debt Service

UMB.Bank.NA/12	3,150.00
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Equipment

Construct/1	2,235.21
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Land & Improvements

Isle.Green/1	500.00
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Library Books

Baker.Taylor/30	2,102.40
BRODART.CO/1	99.12
Cengage.Learng/5	408.59
CenterPoint.Prn/3	244.75
Findaway.World/4	691.86
Great.Wstrn.Bnk/6	452.78
MicroMarketing./2	153.92
OVERDRIVE,INC./24	6,267.43
Proquest.Info/1	1,046.99
Sentimental.Pro/1	160.00

Medical

Bernie.Lowe/1	9,598.35
Occ.Med.Plus/1	179.00
Unity.Point.Clc/2	126.00

Payroll.Deductions

IA.Treasurer/1	-43.00
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Payroll.Net

Payroll/1	303,968.95
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Refund/Reimbursed

Baker.Taylor/4	51.07
BRODART.CO/1	810.31
Debower, Leroy/1	25.00
Findaway.World/1	19.99
GOODING.B/1	851.07
Great.Wstrn.Bnk/19	451.57
IA.Treasurer/1	-7.00
McCulley, Alexa/1	194.04
Rauch, Robert/1	163.24

Rents/Leases

Judge,M/1	750.00
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Service/Repairs

Cntrl.IA.Machin/2	698.00
Comm.Transp/1	450.00
Gonzalez, Fran/1	550.00
Great.Wstrn.Bnk/29	2,519.33
I.L.E.A./1	125.00
IA.Treasurer/2	15,452.00
JCI.INDUSTRIES/1	32.05
LARRY'S.TOWING/1	200.00
Manneh, Nancy/1	43.00
McAtee.Tire/1	175.00
N.A.H.R.O/1	714.56
Racom.Corp/1	30.00
Region 6/1	12,398.40
Siemens.Indust/1	851.00
Verizon.Wireles/3	108.36

Supplies/Parts

Advance.Garage./1	275.00
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Airgas.U.S.A./1	190.74	American.Educa./1	64.41
Ann.Alteration/1	26.00	Collection.Svs./7	1,860.88
Arnold.Motor.Su/13	1,288.71	Colonial.Life/1	435.76
Baker.Taylor/8	433.19	Crescnt.Electrc/1	216.00
BDH/3	2,912.96	Family Sup Pay/1	152.31
City.Laundering/3	171.96	Fidelity.Securt/2	422.82
Cntrl.IA.Distr/1	176.80	I.P.E.R.S./8	82,616.06
CustomAwards/1	94.00	I.R.S./9	85,314.43
Dave.WrightCDRJ/1	62.50	IA.Treasurer/4	18,793.00
DEMCO.INCORP./1	531.76	ICMA.457/11	13,811.48
EBSCO.Subscr/1	5,754.07	Linn.Co.Sheriff/1	299.61
Envisionware/1	829.00	M.F.P.R.S.I./4	122,400.75
Galls.LLC/2	1,049.96	Streichers.Inc/1	195.00
Gervich.Sons/3	333.10	United.Way/4	821.02
Gillig.LLC/1	397.69	Total/567	1,299,929.92
Graymont.Lime/1	5,268.70		
Great.Wstrn.Bnk/122	13,166.20		
Hawkeye.Truck/1	530.00		
IA.Pump.Works/1	683.51		
JCI.INDUSTRIES/1	3,588.00		
Karl.Chevrolet/1	1,095.00		
Kimball Midwest/2	6,988.90		
Kriss.Premium/1	459.03		
LARRY'S.TOWING/1	880.00		
Marsh.Co.Engr/23	9,425.64		
McAtee.Tire/2	701.39		
Menards/2	18.99		
Mid.Iowa.Ent/1	40.00		
Midland.Scienti/3	566.60		
Nutrien.Ag.Sol/2	434.40		
Office.Express/1	34.99		
OVERDRIVE,INC./3	834.89		
Racom.Corp/3	465.50		
Sandry.Fire.Sup/3	3,104.25		
Sho.Biz Inc/1	27.32		
Siemens.Indust/1	106.30		
Speirs, Maurice/1	260.39		
Thiesens.Supply/5	145.92		
Traf&Park Ctrls/1	1,151.67		
Water Tech Grp/1	843.00		
Witmer.Public.S/1	304.58		
WW.Grainger/1	1,502.49		
Travel/Training			
BLAHNIK,D/1	3.82		
Utilities			
Alliant.Energy/41	26,011.98		
Consumr.Energy/2	405.56		
Great.Wstrn.Bnk/1	43.92		
WoodRiver.Enrgy/2	2,054.14		
Wage Assignment			

CITY OF MARSHALLTOWN BILL LIST

COUNCIL DATE: 12/28/20

Account Number	Vendor Name	Description (Item)	Amount
PAYROLL	PAYROLL	PAYROLL 24	\$ 303,968.95
001.1010.5132.000	ANN'S ALTERATIONS & GIFTS	PD clothing repairs	\$ 26.00
001.1010.5132.000	GREAT WESTERN BANK	SHOE ALLOWANCE-BOWERMASTER (TAXABLE \$79.99)	\$ 136.57
001.1010.5132.000	GREAT WESTERN BANK	RETURN SHOES-BOWERMASTER	\$ (56.58)
001.1010.5132.000	Speirs, Maurice	Holster vest and flashlight	\$ 260.39
001.1010.5230.000	Center Associates	evaluation	\$ 301.00
001.1010.5230.000	GREAT WESTERN BANK	INTEL REQUESTS	\$ 97.30
001.1010.5251.000	ILEA	standards for certification	\$ 125.00
001.1010.5321.000	ADLAND ENGRAVING CO INC	MPD recognition plaques	\$ 97.50
001.1010.5321.000	ENTENMANN ROVIN COMPANY	K9 dome badges	\$ 242.50
001.1010.5344.000	Stericycle Inc	Shredding services	\$ 72.28
001.1010.5360.000	GREAT WESTERN BANK	PD SHIPPING	\$ 23.20
001.1010.5360.000	GREAT WESTERN BANK	POSTAGE	\$ 15.05
001.1010.5360.000	GREAT WESTERN BANK	POSTAGE	\$ 25.00
001.1010.5370.000	GREAT WESTERN BANK	POWELL BUSINESS CARDS	\$ 35.99
001.1010.5460.000	GREAT WESTERN BANK	ALICE TRAINING RECERT FOR HILLERS	\$ 10.00
001.1010.5460.000	GREAT WESTERN BANK	TRAINING FOR SVOBODA & SHELANGOSKI	\$ 400.00
001.1010.5464.000	Blahnik, Dawn	Conference meals balance owed	\$ 3.82
001.1010.5565.000	ARNOLD MOTOR SUPPLY LLP	#522 rotors and brake pads	\$ 161.03
001.1010.5565.000	ARNOLD MOTOR SUPPLY LLP	#522 hub assembly	\$ 327.79
001.1010.5565.000	GREAT WESTERN BANK	VEHICLE SUPPLIES	\$ 319.36
001.1010.5570.000	MARSHALL COUNTY ENGINEER	City vehicle fuel purchases	\$ 3,010.43
001.1010.5600.000	GREAT WESTERN BANK	GUN/KNIFE BOXES FOR EVIDENCE	\$ 266.20
001.1010.5600.000	GREAT WESTERN BANK	HOSPITALITY - HOSTED SPI TRAINING	\$ 96.42
001.1010.5600.000	GREAT WESTERN BANK	HOSPITALITY - HOSTED SPI TRAINING	\$ 51.96
001.1010.5600.000	GREAT WESTERN BANK	HOSPITALITY - HOSTED SPI TRAINING	\$ 58.48
001.1010.5600.000	GREAT WESTERN BANK	HOSPITALITY - HOSTED SPI TRAINING	\$ 33.88
001.1010.5600.000	GREAT WESTERN BANK	HOSPITALITY - HOSTED SPI TRAINING	\$ 42.96
001.1010.5600.000	GREAT WESTERN BANK	HOSPITALITY - HOSTED SPI TRAINING	\$ 56.96
001.1010.5600.000	GREAT WESTERN BANK	TAPE TO COVER EXTENSION CORD	\$ 15.70
001.1010.5600.000	GREAT WESTERN BANK	TARP TO COVER DUMP LOADS	\$ 21.88
001.1010.5600.000	RACOM CORPORATION	PD surveillance earpiece and mic	\$ 170.00
001.1010.5600.000	RACOM CORPORATION	surveillance earpiece	\$ 43.00
001.1010.5605.000	GREAT WESTERN BANK	OFFICE SUPPLIES	\$ 605.60
001.1010.5718.000	GREAT WESTERN BANK	LED TRAFFIC BATONS	\$ 142.63
001.1010.5718.000	GREAT WESTERN BANK	RESQ DISCS FOR PATROL CARS	\$ 267.00
001.1030.5481.000	ALLIANT ENERGY	2801 S 12th St EMG Sirens	\$ 21.31
001.1050.5132.000	GALLS LLC	Fire Dept duty jackets	\$ 787.47
001.1050.5132.000	GALLS LLC	Fire Dept duty jacket	\$ 262.49
001.1050.5132.000	GREAT WESTERN BANK	14 CARHARTT FLEECE HATS @14.99	\$ 449.70
001.1050.5132.000	Witmer Public Safety Group Inc	Helmet with Defender visor	\$ 304.58
001.1050.5280.000	GREAT WESTERN BANK	Adobe	\$ 31.78
001.1050.5360.000	GREAT WESTERN BANK	SHIPPING REFUND	\$ (5.99)
001.1050.5410.000	RACOM CORPORATION	Fire Dept antenna replacement	\$ 30.00
001.1050.5413.000	DAVE WRIGHT CDRJ INC	Fire Dept Durango key FOB	\$ 62.50
001.1050.5413.000	MCATEE TIRE SALES & SERVICE INC	Fire Dept Ford F550 tires	\$ 688.44
001.1050.5565.000	GREAT WESTERN BANK	MARINE MOTOR FLUSHER	\$ 30.80
001.1050.5565.000	GREAT WESTERN BANK	KEY FOB	\$ 131.20
001.1050.5570.000	MARSHALL COUNTY ENGINEER	City vehicle fuel purchases	\$ 196.39
001.1050.5571.000	MARSHALL COUNTY ENGINEER	City vehicle fuel purchases	\$ 448.24
001.1050.5600.000	GREAT WESTERN BANK	AA BATTERIES	\$ 176.97
001.1050.5600.000	GREAT WESTERN BANK	CHAINSAW CHAIN LOOP	\$ 136.83
001.1050.5600.000	GREAT WESTERN BANK	MERCHANDISE REFUND	\$ (11.04)
001.1050.5600.000	GREAT WESTERN BANK	50:1 PREMIXED FUEL, HERBICIDE	\$ 71.97
001.1050.5600.000	MENARDS	Firemans nozzle pro	\$ 9.99
001.1050.5600.000	SANDRY FIRE SUPPLY LLC	calibration gas & filters Fire monitors	\$ 646.75
001.1050.5718.000	SANDRY FIRE SUPPLY LLC	Fire Dept gas detector	\$ 1,174.50
001.1070.5450.000	GREAT WESTERN BANK	Housing Dept cell phones	\$ 42.82
001.1070.5570.000	MARSHALL COUNTY ENGINEER	City vehicle fuel purchases	\$ 26.78

001.1071.5450.000	GREAT WESTERN BANK	Housing Dept cell phones	\$	56.06
001.1071.5570.000	MARSHALL COUNTY ENGINEER	City vehicle fuel purchases	\$	24.35
001.1071.5570.000	MARSHALL COUNTY ENGINEER	City vehicle fuel purchases	\$	12.82
001.1072.5720.000	CRESCENT ELECTRIC SUPPLY CO	2 NEC 2020 codebooks	\$	216.00
001.1075.5360.000	GREAT WESTERN BANK	POSTAGE	\$	300.00
001.1075.5450.000	GREAT WESTERN BANK	Housing Dept cell phones	\$	48.85
001.1075.5570.000	MARSHALL COUNTY ENGINEER	City vehicle fuel purchases	\$	32.88
001.1090.5331.000	ANIMAL RESCUE LEAGUE	January 2021	\$	4,333.33
001.1099.5410.000	SIEMENS INDUSTRY, INC.	smoke detectors replacements and services	\$	851.00
001.1099.5482.000	WoodRiver Energy LLC	Police & Fire Bldg 11672	\$	1,978.00
001.1099.5611.000	SIEMENS INDUSTRY, INC.	smoke detectors replacements and services	\$	106.30
001.2020.5570.000	MARSHALL COUNTY ENGINEER	City vehicle fuel purchases	\$	59.23
001.2080.5571.000	NUTRIEN AG SOLUTIONS INC	Airport diesel	\$	428.40
001.4010.5342.000	SCHENDEL PEST CONTROL INC	Library general pest control	\$	60.00
001.4010.5342.000	SERVICEMASTER OF M'TOWN INC	December Library janitorial services	\$	1,772.00
001.4010.5342.000	STONE SANITATION	Library November services	\$	115.56
001.4010.5344.000	BDH INFORMATION TECHNOLOGY LLC	Library receipt printer not working	\$	32.38
001.4010.5344.000	OCLC, INC	Cataloging and metadata subscription	\$	939.15
001.4010.5344.000	PREMIER OFFICE EQUIPMENT	Library copies 10/30-11/29	\$	57.62
001.4010.5344.000	WOODMAN CONTROLS CO	Library technical support on thermostat controls	\$	1,100.00
001.4010.5347.000	ENVISIONWARE	Library software support contract	\$	150.00
001.4010.5450.000	GREAT WESTERN BANK	Sarah's cell phone	\$	33.52
001.4010.5450.000	GREAT WESTERN BANK	internet	\$	310.09
001.4010.5600.000	CENTRAL IOWA DISTRIBUTING INC	Library floor cleaner and germ foam	\$	176.80
001.4010.5600.000	DEMCO INCORP	Library book labels	\$	531.76
001.4010.5600.000	ENVISIONWARE	Library 6000 labels	\$	829.00
001.4010.5600.000	GREAT WESTERN BANK	supplies - space heaters	\$	71.99
001.4010.5600.000	GREAT WESTERN BANK	supplies - bags for curbside	\$	121.62
001.4010.5600.000	GREAT WESTERN BANK	operating supplies - paper towels	\$	19.88
001.4010.5600.000	OFFICE EXPRESS	Library - cleaning wipes	\$	34.99
001.4010.5600.000	Sho Biz Inc dba Central Office Supply	Library outdoor literature box	\$	27.32
001.4010.5601.000	GREAT WESTERN BANK	youth program - books	\$	16.70
001.4010.5601.000	OVERDRIVE,INC.	promotion supplies	\$	59.99
001.4010.5605.000	GREAT WESTERN BANK	office supplies - withdrawn stamp	\$	9.95
001.4010.5605.000	GREAT WESTERN BANK	office supplies - dividers, batteries	\$	19.38
001.4010.5605.000	GREAT WESTERN BANK	office supplies - address labels	\$	19.82
001.4010.5605.000	GREAT WESTERN BANK	office supplies - pens, planner	\$	34.98
001.4010.5730.000	BAKER & TAYLOR INCORP	reference books	\$	25.16
001.4010.5730.000	BAKER & TAYLOR INCORP	reference books	\$	26.98
001.4010.5730.000	BAKER & TAYLOR INCORP	reference book	\$	16.80
001.4010.5730.000	BAKER & TAYLOR INCORP	reference books	\$	168.10
001.4010.5730.000	BAKER & TAYLOR INCORP	reference books	\$	60.19
001.4010.5730.000	BAKER & TAYLOR INCORP	reference books	\$	25.34
001.4010.5730.000	BAKER & TAYLOR INCORP	reference books	\$	62.88
001.4010.5730.000	BAKER & TAYLOR INCORP	reference books	\$	47.74
001.4010.5730.000	GREAT WESTERN BANK	Reference Book	\$	30.00
001.4010.5730.000	GREAT WESTERN BANK	Reference Book - Derecho 911	\$	30.95
001.4010.5731.000	EBSCO SUBSCRIPTION SRVC COMPANY	Library periodicals	\$	5,754.07
001.4010.5731.000	GREAT WESTERN BANK	subscription - Flickr Pro monthly charge	\$	6.99
001.4010.5731.000	Mid Iowa Enterprise	News paper subscription	\$	40.00
001.4010.5731.000	OVERDRIVE,INC.	periodicals	\$	650.92
001.4010.5731.000	OVERDRIVE,INC.	Library periodicals	\$	123.98
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	16.21
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	213.22
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	44.95
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	34.13
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	16.15
001.4010.5732.000	BAKER & TAYLOR INCORP	adult graphic novels	\$	27.58
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	176.44
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	15.67
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	20.39
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	80.50
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	16.80

001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	21.58
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	15.11
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	40.98
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	8.99
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	83.78
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	31.83
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	93.49
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	15.68
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	30.80
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	200.04
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	193.59
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	60.90
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	4.79
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	19.17
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	64.21
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	8.99
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	88.65
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult DVDs	\$	423.05
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	34.73
001.4010.5732.000	BRODART CO	juvenile books	\$	99.12
001.4010.5732.000	FINDAWAY WORLD LLC	juvenile audio books	\$	207.96
001.4010.5732.000	FINDAWAY WORLD LLC	juvenile audio books	\$	47.99
001.4010.5732.000	FINDAWAY WORLD LLC	juvenile audio books	\$	175.96
001.4010.5732.000	FINDAWAY WORLD LLC	juvenile audio books	\$	259.95
001.4010.5732.000	GREAT WESTERN BANK	Adult Fiction Books	\$	15.93
001.4010.5732.000	GREAT WESTERN BANK	Adult Fiction Books	\$	15.99
001.4010.5732.000	GREAT WESTERN BANK	juvenile book	\$	13.89
001.4010.5732.000	MICROMARKETING LLC	Adult DVDs	\$	50.95
001.4010.5732.000	MICROMARKETING LLC	Adult audio books	\$	102.97
001.4010.5732.000	OVERDRIVE,INC.	Ebooks	\$	99.99
001.4010.5732.000	OVERDRIVE,INC.	Ebooks	\$	219.47
001.4010.5732.000	OVERDRIVE,INC.	Ebooks	\$	549.45
001.4010.5732.000	OVERDRIVE,INC.	Ebooks	\$	309.40
001.4010.5732.000	OVERDRIVE,INC.	Ebooks	\$	372.47
001.4010.5732.000	OVERDRIVE,INC.	Audio books	\$	224.98
001.4010.5732.000	OVERDRIVE,INC.	Ebooks	\$	277.36
001.4010.5732.000	OVERDRIVE,INC.	Ebooks	\$	526.43
001.4010.5732.000	OVERDRIVE,INC.	Ebooks	\$	174.98
001.4010.5732.000	OVERDRIVE,INC.	Ebooks	\$	388.43
001.4010.5732.000	OVERDRIVE,INC.	audio books	\$	606.44
001.4010.5732.000	OVERDRIVE,INC.	Adult audio books	\$	407.13
001.4010.5732.000	OVERDRIVE,INC.	Juvenile audio books	\$	440.97
001.4010.5732.000	OVERDRIVE,INC.	audio books	\$	404.96
001.4010.5732.000	OVERDRIVE,INC.	Ebooks	\$	65.00
001.4010.5732.000	OVERDRIVE,INC.	E-books and audio books	\$	185.00
001.4010.5732.000	OVERDRIVE,INC.	E-books and audio books	\$	140.50
001.4010.5732.000	OVERDRIVE,INC.	Ebook and	\$	65.00
001.4010.5732.000	OVERDRIVE,INC.	Ebook and audio book	\$	45.50
001.4010.5732.000	OVERDRIVE,INC.	E-books and audio books	\$	60.00
001.4010.5732.000	OVERDRIVE,INC.	E-books and audio books	\$	69.99
001.4010.5732.000	OVERDRIVE,INC.	Adult audio books	\$	244.99
001.4010.5732.000	OVERDRIVE,INC.	adult audio books	\$	323.99
001.4010.5732.000	OVERDRIVE,INC.	juvenile audio book	\$	65.00
001.4010.5732.000	Sentimental Productions	quarterly video magazine	\$	160.00
001.4010.5734.000	BAKER & TAYLOR INCORP	lost and replaced book	\$	5.39
001.4010.5734.000	BAKER & TAYLOR INCORP	lost and replaced books	\$	20.38
001.4010.5734.000	BAKER & TAYLOR INCORP	lost and replaced book	\$	15.11
001.4010.5734.000	BAKER & TAYLOR INCORP	lost and replaced book	\$	10.19
001.4010.5734.000	BRODART CO	lost and replaced books	\$	810.31
001.4010.5734.000	FINDAWAY WORLD LLC	juvenile audio book	\$	19.99
001.4010.5734.000	GREAT WESTERN BANK	lost and replaced books	\$	46.67
001.4010.5734.000	GREAT WESTERN BANK	lost and replaced books	\$	9.98
001.4010.5734.000	GREAT WESTERN BANK	lost and replaced books	\$	8.95

001.4010.5734.000	GREAT WESTERN BANK	lost and replaced books	\$	8.89
001.4010.5734.000	GREAT WESTERN BANK	lost and replaced books	\$	14.97
001.4010.5734.000	GREAT WESTERN BANK	lost and replaced books	\$	85.69
001.4010.5734.000	GREAT WESTERN BANK	lost and replaced books	\$	6.98
001.4010.5734.000	GREAT WESTERN BANK	lost and replaced books	\$	14.99
001.4010.5734.000	GREAT WESTERN BANK	lost and replaced books	\$	16.33
001.4010.5734.000	GREAT WESTERN BANK	lost and replaced books	\$	14.95
001.4010.5734.000	GREAT WESTERN BANK	lost and replaced books	\$	14.43
001.4010.5734.000	GREAT WESTERN BANK	lost and replaced books	\$	17.99
001.4010.5734.000	GREAT WESTERN BANK	lost and replaced books	\$	37.37
001.4010.5734.000	GREAT WESTERN BANK	lost and replaced books	\$	17.50
001.4010.5734.000	GREAT WESTERN BANK	lost and replaced books	\$	11.93
001.4010.5734.000	GREAT WESTERN BANK	lost and replaced books	\$	41.53
001.4010.5734.000	GREAT WESTERN BANK	lost and replaced books	\$	50.73
001.4010.5734.000	GREAT WESTERN BANK	lost and replaced books	\$	31.83
001.4010.5736.000	PROQUEST INFO & LEARNING CO	reference database for Library	\$	1,046.99
001.4010.5980.000	GREAT WESTERN BANK	tax refund	\$	(0.14)
001.4030.5132.000	GREAT WESTERN BANK	Clothing Allowance	\$	149.99
001.4030.5342.000	ARAMARK UNIFORM SERVICES INC	Riverview Building Cleaning Supplies	\$	21.82
001.4030.5342.000	ARAMARK UNIFORM SERVICES INC	Riverview Building Cleaning Supplies	\$	21.82
001.4030.5342.000	MARSHALL COUNTY LANDFILL	Parks garbage	\$	44.55
001.4030.5410.000	GREAT WESTERN BANK	Tire repair	\$	15.00
001.4030.5481.000	ALLIANT ENERGY	RIVERVIEW PARK EAST SIDE	\$	88.47
001.4030.5481.000	ALLIANT ENERGY	801 WOODLAND ST SHOP	\$	26.68
001.4030.5481.000	ALLIANT ENERGY	BATH HOUSE	\$	602.54
001.4030.5481.000	ALLIANT ENERGY	220 N 13th St Rest room	\$	36.58
001.4030.5481.000	ALLIANT ENERGY	602 W Merle Hibbs Blvd	\$	19.07
001.4030.5481.000	ALLIANT ENERGY	802 S 3rd St Skate Park	\$	19.21
001.4030.5482.000	ALLIANT ENERGY	LOG CABIN	\$	44.43
001.4030.5482.000	ALLIANT ENERGY	905 E MAIN ST PARK SHOP	\$	67.24
001.4030.5482.000	ALLIANT ENERGY	402 WOODLAND ST COMM BLDG	\$	69.69
001.4030.5482.000	ALLIANT ENERGY	BATH HOUSE	\$	36.42
001.4030.5562.000	GREAT WESTERN BANK	Lumber	\$	66.70
001.4030.5565.000	GREAT WESTERN BANK	Vehicle Maintenance	\$	31.81
001.4030.5565.000	THEISENS SUPPLY INC	Vehicles 836 and 713 roller chains and lube	\$	115.23
001.4030.5570.000	MARSHALL COUNTY ENGINEER	City vehicle fuel purchases	\$	337.20
001.4030.5571.000	MARSHALL COUNTY ENGINEER	City vehicle fuel purchases	\$	150.41
001.4030.5611.000	GREAT WESTERN BANK	Hitch & hitch pins	\$	26.43
001.4030.5611.000	GREAT WESTERN BANK	Cover for graffiti	\$	197.72
001.4030.5611.000	GREAT WESTERN BANK	Guthrie Covered Bridge sealer	\$	256.00
001.4030.5611.000	GREAT WESTERN BANK	Parks Dept Misc maintenance supplies	\$	47.25
001.4030.5611.000	GREAT WESTERN BANK	Parks Dept Misc maintenance supplies	\$	18.37
001.4030.5611.000	GREAT WESTERN BANK	Parks Dept Misc maintenance supplies	\$	82.61
001.4030.5611.000	GREAT WESTERN BANK	Parks Dept Misc maintenance supplies	\$	(13.49)
001.4030.5611.000	GREAT WESTERN BANK	Covered Bridge sealer	\$	75.92
001.4030.5611.000	GREAT WESTERN BANK	Lumber	\$	75.14
001.4030.5611.000	GREAT WESTERN BANK	Lumber	\$	70.23
001.4030.5611.000	GREAT WESTERN BANK	Lumber	\$	(75.14)
001.4030.5611.000	GREAT WESTERN BANK	Posts	\$	99.75
001.4030.5718.000	GREAT WESTERN BANK	Milwaukee spade bit	\$	11.08
001.4040.5280.000	GREAT WESTERN BANK	Monthly Communication fee	\$	14.99
001.4040.5600.000	GREAT WESTERN BANK	Picture Frames	\$	27.98
001.4040.5600.000	GREAT WESTERN BANK	Picture Frames	\$	(27.98)
001.4041.5600.000	AIRGAS USA, LLC	Aquatic center carbon dioxide	\$	190.74
001.4045.5481.000	ALLIANT ENERGY	SWIMMING POOL	\$	73.76
001.4045.5482.000	WoodRiver Energy LLC	SWIMMING POOL 7077	\$	76.14
001.4045.5718.000	RACOM CORPORATION	Parks replacement portable radio	\$	252.50
001.4065.5611.000	GREAT WESTERN BANK	Coliseum paint	\$	76.35
001.5040.5230.000	Bolton & Menk Inc	Development of Downtown Design Guidelines	\$	1,262.20
001.5040.5280.000	Region 6 Resource Partners	28E Fee FY 21	\$	12,398.40
001.6011.5331.000	GREAT WESTERN BANK	GoToMeeting charge	\$	157.20
001.6020.5360.000	GREAT WESTERN BANK	STAMPS	\$	660.00
001.6020.5605.000	GREAT WESTERN BANK	NOTARY STAMP	\$	23.65

001.6020.5605.000	GREAT WESTERN BANK	OFFICE SUPPLIES	\$ 13.16
001.6020.5605.000	GREAT WESTERN BANK	TONER	\$ 96.99
001.6020.5702.000	GREAT WESTERN BANK	PRINTER	\$ 349.99
001.6021.5347.000	TYLER TECHNOLOGIES INC	Court Parking Maintenance 10/1/19-9/30/20 B4credit	\$ 3,790.40
001.6021.5347.000	TYLER TECHNOLOGIES INC	Court parking maintenance 10/19-09/30/20 credit	\$ (72.20)
001.6021.5347.000	TYLER TECHNOLOGIES INC	Court parking maintenance 10/19-09/30/20	\$ (70.82)
001.6021.5360.000	GREAT WESTERN BANK	MONTHLY POSTAL SERVICE	\$ 17.99
001.6025.5280.000	GREAT WESTERN BANK	annual membership	\$ 215.00
001.6040.5234.000	LYNCH DALLAS PC	General Matters	\$ 325.50
001.6040.5234.000	LYNCH DALLAS PC	Contracts and lease services	\$ 1,100.50
001.6040.5235.000	AHLERS & COONEY	labor relations	\$ 342.00
001.6040.5236.000	AHLERS & COONEY	labor relations	\$ 144.00
001.6050.5344.000	SCHUMACHER ELEVATOR COMPANY	City Hall Elevator Maintenance	\$ 224.78
001.6050.5600.000	GREAT WESTERN BANK	ice melt, gloves, windshield wash	\$ 64.95
001.6050.5600.000	GREAT WESTERN BANK	ice melt	\$ 21.87
001.6050.5600.000	GREAT WESTERN BANK	stainless steel toilet brushes	\$ 43.92
001.6050.5600.000	GREAT WESTERN BANK	90 degree reducer	\$ 3.59
001.6050.5600.000	KRISS PREMIUM PRODUCTS INC	boiler treatment and dispersant	\$ 459.03
001.6050.5718.000	GREAT WESTERN BANK	Boiler pump	\$ 779.98
001.6051.5342.000	SCHUMACHER ELEVATOR COMPANY	Carnegie Bldg elevator	\$ 227.06
001.6051.5600.000	GREAT WESTERN BANK	ice melt	\$ 21.86
001.6070.5344.000	GREAT WESTERN BANK	renew Domain for City	\$ 400.00
030.6070.5703.000	BDH INFORMATION TECHNOLOGY LLC	Surface Tablet for SRO/PD split	\$ 728.24
110.2010.5132.000	CITY LAUNDERING COMPANY	Street dept uniform cleaning	\$ 96.50
110.2010.5347.000	TriTech Software Systems	Public Sector Software	\$ 2,210.96
110.2010.5410.000	LARRYS TOWING & TIRE SERVICE	Street Dept #4 tires	\$ 200.00
110.2010.5410.000	MCATEE TIRE SALES & SERVICE INC	Street loader tire repair	\$ 175.00
110.2010.5450.000	VERIZON WIRELESS	Street and Sewer Dept cell phones	\$ 66.65
110.2010.5481.000	ALLIANT ENERGY	905 E Main PW Bldg	\$ 715.35
110.2010.5565.000	ARNOLD MOTOR SUPPLY LLP	truck #30 tail lights	\$ 19.13
110.2010.5565.000	ARNOLD MOTOR SUPPLY LLP	Vehicle #44 lights	\$ 26.89
110.2010.5565.000	ARNOLD MOTOR SUPPLY LLP	truck #32 hydraulic fitting	\$ 8.19
110.2010.5565.000	HAWKEYE TRUCK EQUIPMENT INC	truck box vibrator	\$ 530.00
110.2010.5565.000	KARL CHEVROLET	Street Dept vehicles center consoles	\$ 1,095.00
110.2010.5565.000	LARRYS TOWING & TIRE SERVICE	Street Dept #4 tires	\$ 880.00
110.2010.5565.000	MCATEE TIRE SALES & SERVICE INC	Street loader tire repair	\$ 12.95
110.2010.5570.000	GREAT WESTERN BANK	Street Dept vehicle gas	\$ 136.32
110.2010.5570.000	MARSHALL COUNTY ENGINEER	City vehicle fuel purchases	\$ 407.79
110.2010.5571.000	MARSHALL COUNTY ENGINEER	City vehicle fuel purchases	\$ 848.68
110.2010.5600.000	ARNOLD MOTOR SUPPLY LLP	9 sets of wiper blades	\$ 95.26
110.2010.5600.000	ARNOLD MOTOR SUPPLY LLP	wiper blades	\$ 137.59
110.2010.5600.000	ARNOLD MOTOR SUPPLY LLP	12 containers of glass cleaner	\$ 57.62
110.2010.5600.000	ARNOLD MOTOR SUPPLY LLP	truck #32 hydraulic fitting	\$ 7.08
110.2010.5600.000	GERVICH & SONS INC	Street Dept new steel stock	\$ 56.30
110.2010.5600.000	GERVICH & SONS INC	Street Dept new steel stock	\$ 56.30
110.2010.5600.000	GERVICH & SONS INC	Street Dept new steel stock	\$ 220.50
110.2010.5600.000	GREAT WESTERN BANK	LED lights and couplers	\$ 42.08
110.2010.5600.000	Kimball Midwest	Street Dept maintenance and repair operation parts	\$ 6,869.90
110.2010.5600.000	Kimball Midwest	Street Dept Maxi Fuse	\$ 119.00
110.2010.5600.000	THEISENS SUPPLY INC	gorilla glue	\$ 4.99
110.2010.5600.000	THEISENS SUPPLY INC	Street Dept inner tube	\$ 6.99
110.2010.5600.000	THEISENS SUPPLY INC	Street Dept galvanized pipe	\$ 2.29
110.2010.5600.000	THEISENS SUPPLY INC	Street Dept locknuts	\$ 16.42
110.2010.5611.000	Advance Garage Doors Inc	PW Bldg remote controls	\$ 275.00
110.2010.5718.000	GREAT WESTERN BANK	butane torch, soddering tool, mini LED bar	\$ 779.52
110.2010.5718.000	MENARDS	auger	\$ 9.00
110.2012.5783.000	ISLE OF GREEN	Temporary easement 609 S 9th St	\$ 500.00
110.2030.5481.000	ALLIANT ENERGY	HWY 14 & HWY 30 STREET LIGHTS	\$ 70.02
110.2030.5481.000	ALLIANT ENERGY	N 18th Ave Bridge	\$ 67.31
110.2030.5481.000	ALLIANT ENERGY	211 S 9TH ST FRONT TERRACE	\$ 19.87
110.2030.5481.000	ALLIANT ENERGY	407 Player St Bridge Light	\$ 76.99
110.2030.5481.000	CONSUMERS ENERGY CO-OP	City of Marshalltown-street lights	\$ 69.78
110.2030.5600.000	GREAT WESTERN BANK	tri trap adapter with covers	\$ 79.40

110.2030.5600.000	GREAT WESTERN BANK	white stranded building wire	\$	63.61
110.2030.5718.000	GREAT WESTERN BANK	impact wrenches and ratchets	\$	324.87
110.2040.5132.000	CITY LAUNDERING COMPANY	uniform cleaning Utility Dept.	\$	49.21
110.2040.5481.000	ALLIANT ENERGY	N 18TH AVE & E MAIN	\$	24.44
110.2040.5481.000	ALLIANT ENERGY	S 12TH AVE E OLIVE ST	\$	31.06
110.2040.5481.000	ALLIANT ENERGY	W Southridge Rd Cnr Center	\$	29.94
110.2040.5481.000	ALLIANT ENERGY	RIVERSIDE DR CNR 3RD AVE	\$	28.51
110.2040.5481.000	ALLIANT ENERGY	502 E SOUTHRIDGE RD	\$	18.55
110.2040.5481.000	ALLIANT ENERGY	S CENTER ST & W BERLE	\$	34.34
110.2040.5481.000	ALLIANT ENERGY	S CENTER ST N OF MALL	\$	40.37
110.2040.5481.000	ALLIANT ENERGY	S Center St Cnr Hibbs	\$	37.71
110.2040.5481.000	ALLIANT ENERGY	219 Westwood flashing lights	\$	20.32
110.2040.5481.000	ALLIANT ENERGY	E ANSON ST CNR 4TH AVE	\$	20.32
110.2040.5481.000	ALLIANT ENERGY	5 N 5th St cnr State St	\$	20.32
110.2040.5481.000	CONSUMERS ENERGY CO-OP	City of Marshalltown-traffic signals	\$	335.78
110.2040.5565.000	GREAT WESTERN BANK	engine oil filter	\$	8.72
110.2040.5565.000	GREAT WESTERN BANK	oil	\$	6.97
110.2040.5565.000	GREAT WESTERN BANK	coil, oil and filter	\$	52.13
110.2040.5570.000	MARSHALL COUNTY ENGINEER	City vehicle fuel purchases	\$	187.46
110.2040.5571.000	MARSHALL COUNTY ENGINEER	City vehicle fuel purchases	\$	50.72
110.2040.5600.000	GREAT WESTERN BANK	Utility fuses, connectors, brush, tape	\$	232.69
110.2040.5600.000	GREAT WESTERN BANK	Utility operating parts	\$	10.64
110.2040.5600.000	GREAT WESTERN BANK	glue, batteries, paint drill bit	\$	74.87
110.2040.5704.000	GREAT WESTERN BANK	photo retriever service	\$	42.39
110.2040.5718.000	WW GRAINGER	portable generator	\$	1,502.49
110.2040.5780.000	Traffic & Parking Controls	universal rubber sign bases & signal signs	\$	1,151.67
110.2060.5280.000	GREAT WESTERN BANK	Construction Institute Membership	\$	265.00
110.2060.5570.000	MARSHALL COUNTY ENGINEER	City vehicle fuel purchases	\$	150.42
110.2060.5703.000	GREAT WESTERN BANK	50' ethernet computer cable	\$	18.16
110.2060.5980.000	Debower, Leroy	Electrical permit refund	\$	25.00
110.2070.5571.000	MARSHALL COUNTY ENGINEER	City vehicle fuel purchases	\$	433.70
130.2080.5410.000	GREAT WESTERN BANK	rebar for base of cement	\$	20.50
132.5020.5342.000	Gentry, Susan	303 S 16th Ave	\$	14,735.00
140.4030.5450.000	GREAT WESTERN BANK	Internet	\$	129.95
149.2010.5342.000	Thorp, Robert W	FEMA Terraces	\$	73,769.68
149.2010.5342.000	Thorp, Robert W	FEMA Terraces	\$	24,644.63
149.4030.5600.000	GREAT WESTERN BANK	tree spray paint for Derecho damage	\$	121.68
150.1010.5703.000	BDH INFORMATION TECHNOLOGY LLC	Surface Tablet for SRO/PD split	\$	728.24
152.1010.5280.000	GREAT WESTERN BANK	GOTOMEETING SUBSCRIPTION	\$	16.00
152.1010.5342.000	SERVICEMASTER OF M'TOWN INC	PD Covid19 enhanced cleaning services	\$	402.50
152.1010.5600.000	GREAT WESTERN BANK	COVID CLEANING SUPPLIES	\$	53.69
156.1050.5600.000	CUSTOM AWARDS&EMBROIDERY INC	Fire Dept Flame award	\$	94.00
156.1050.5600.000	GREAT WESTERN BANK	LUNCH FOR PERSONNEL - CRITCHFIELD FIRE	\$	107.54
157.1050.5600.000	GREAT WESTERN BANK	LED WORK LIGHT	\$	179.00
157.1050.5718.000	SANDRY FIRE SUPPLY LLC	Fire Dept gas detector	\$	1,283.00
170.4010.5732.000	CENGAGE LEARNING INC	Tye Grant books	\$	250.41
170.4010.5732.000	CENGAGE LEARNING INC	Tye Grant book	\$	20.24
170.4010.5732.000	CENGAGE LEARNING INC	Tye Grant books	\$	19.49
170.4010.5732.000	CENGAGE LEARNING INC	Tye Grant books	\$	28.49
170.4010.5732.000	CENGAGE LEARNING INC	Tye Grant books	\$	89.96
170.4010.5732.000	CENTER POINT LARGE PRINT	Tye Grant books	\$	49.34
170.4010.5732.000	CENTER POINT LARGE PRINT	Tye Grant book	\$	24.02
170.4010.5732.000	CENTER POINT LARGE PRINT	Tye Grant books	\$	171.39
170.4010.5732.000	GREAT WESTERN BANK	gift - Reach out and Read	\$	71.05
170.4010.5732.000	GREAT WESTERN BANK	Reach out and Read	\$	40.00
170.4010.5732.000	GREAT WESTERN BANK	gift - Reach out and Read	\$	295.92
177.1010.5718.000	GREAT WESTERN BANK	REPAIR AND PARTS FOR EAR PIECES	\$	964.00
184.5030.5242.000	JUDGE, MIKE	Housing Assistance Payments	\$	750.00
184.5030.5246.000	MANNEH, NANCY	Housing Assistance Payments	\$	43.00
184.5030.5280.000	NAHRO	4/1/21-3/31/22 renewal	\$	714.56
184.5030.5342.000	IOWA DEPT OF INSPECTIONS & APPEALS	July - September 2020	\$	34.13
184.5030.5344.000	KOCH Office Group	Housing Dept contract copies	\$	37.39
184.5030.5344.000	Stericycle Inc	Housing & PD Shredding services	\$	40.00

184.5030.5360.000	GREAT WESTERN BANK	POSTAGE	\$ 9.95
184.5030.5450.000	GREAT WESTERN BANK	Housing Dept cell phones	\$ 69.10
189.3040.5342.000	Impact 7G Inc	125 Homes LI/RA and HHA	\$ 60.00
189.3040.5342.000	Impact 7G Inc	125 Homes LI/RA and HHA	\$ 400.00
189.3040.5433.000	Gonzalez, Francisco	1909 W State St Lead Check	\$ 550.00
200.7010.5830.000	UMB Bank NA	6/1-11/30 fees	\$ 250.00
200.7010.5830.000	UMB Bank NA	6/1-11/30 fees	\$ 250.00
200.7010.5830.000	UMB Bank NA	6/1-11/30 fees	\$ 250.00
200.7010.5830.000	UMB Bank NA	6/1-11/30 fees	\$ 250.00
200.7010.5830.000	UMB Bank NA	6/1-11/30 fees	\$ 102.00
200.7010.5830.000	UMB Bank NA	6/1-11/30 fees	\$ 250.00
200.7010.5830.000	UMB Bank NA	6/1-11/30 fees	\$ 250.00
200.7010.5830.000	UMB Bank NA	6/1-11/30 fees	\$ 300.00
200.7010.5830.000	UMB Bank NA	6/1-11/30 fees	\$ 600.00
355.1075.5210.000	LYNCH DALLAS PC	Nuisance/ enforcement	\$ 159.42
355.1075.5230.000	LYNCH DALLAS PC	Nuisance/ enforcement	\$ 150.00
355.1075.5234.000	LYNCH DALLAS PC	nuisance/ enforcement	\$ 2,485.50
360.4030.5233.000	Bolton & Menk Inc	West End Park Improvements - Phase I	\$ 3,578.50
360.4030.5233.000	Bolton & Menk Inc	West End Park Improvements - Phase I	\$ 330.00
360.4030.5233.000	Bolton & Menk Inc	West End Park Improvements - Phase I	\$ 3,581.00
360.6021.5234.000	DORSEY & WHITNEY LLP	Reallocate 2019 bond funds	\$ 2,000.00
381.2020.5342.000	CONSTRUCT INC	PLT19001 1st St Parking Lot Repair	\$ 55,634.44
383.4065.5230.000	Cost, Planning & Manangement Intl Inc	CPMI CONSTRUCTION INSPECTION SERVICES VMC RENOV	\$ 13,215.00
383.4065.5342.000	Garling Construction Inc	Garling Construction - Veterans Memorial Coliseum	\$ 260,428.63
395.5020.5779.000	CONSTRUCT INC	ECO18001 S. 7th Ave Ext.	\$ 2,235.21
610.8015.5132.000	GREAT WESTERN BANK	EMPLOYEE WORK BOOTS	\$ 175.50
610.8015.5233.000	HOWARD R GREEN COMPANY, INC	WPCP19001 WPCP Phase III Concrete Reno	\$ 3,138.25
610.8015.5342.000	Hansen, Jay	Sept-Dec 2020 cleaning service	\$ 2,268.00
610.8015.5360.000	GREAT WESTERN BANK	SHIP PROBE TO RKI	\$ 12.20
610.8015.5360.000	GREAT WESTERN BANK	SHIP SAMPLE TO KEYSTONE	\$ 10.95
610.8015.5360.000	GREAT WESTERN BANK	WPCP SHIPPING CHARGES	\$ 10.55
610.8015.5360.000	JCI Industries Inc	freight charges JCI	\$ 32.05
610.8015.5410.000	GREAT WESTERN BANK	TRAVERSE TIRE REPAIR	\$ 18.00
610.8015.5410.000	GREAT WESTERN BANK	WPCP SKID LOADER TIRE REPAIR	\$ 36.38
610.8015.5441.000	TREASURER ST OF IOWA	November Sales Tax	\$ 2,250.00
610.8015.5441.000	TREASURER ST OF IOWA	November Sales Tax	\$ 13,202.00
610.8015.5450.000	GREAT WESTERN BANK	DECEMBER 2020 MEDIACOM ONLINE	\$ 75.00
610.8015.5481.000	ALLIANT ENERGY	N 3rd Ave River Sign	\$ 20.97
610.8015.5481.000	ALLIANT ENERGY	RIVERVIEW PARK LIFTSTATION	\$ 17.75
610.8015.5481.000	ALLIANT ENERGY	JBS 402 N 10TH AVE	\$ 19.07
610.8015.5481.000	ALLIANT ENERGY	1001 WOODLAND ST DISP PLANT	\$ 21,871.28
610.8015.5484.000	GREAT WESTERN BANK	PROPANE	\$ 43.92
610.8015.5565.000	GREAT WESTERN BANK	WPCP VEHICLE SUPPLIES	\$ 44.84
610.8015.5570.000	MARSHALL COUNTY ENGINEER	City vehicle fuel purchases	\$ 19.23
610.8015.5600.000	GRAYMONT WESTERN LIME INC	bulk lime 22.42 ton	\$ 5,268.70
610.8015.5600.000	GREAT WESTERN BANK	DISP FACE MASKS COVID19	\$ 65.94
610.8015.5600.000	GREAT WESTERN BANK	FACE MASKS COVID19	\$ 10.25
610.8015.5600.000	GREAT WESTERN BANK	120V AC BRASS SOLENOID VALVE	\$ 301.47
610.8015.5600.000	GREAT WESTERN BANK	SEAL KIT	\$ 165.00
610.8015.5600.000	GREAT WESTERN BANK	GASKETS	\$ 31.90
610.8015.5600.000	GREAT WESTERN BANK	WPCP OPER. & LAUNDRY SUPPLIES	\$ 187.91
610.8015.5600.000	GREAT WESTERN BANK	NITRILE GLOVES, SAFETY GLOVES	\$ 24.92
610.8015.5600.000	GREAT WESTERN BANK	SCRUB BRUSHES, CLEANER	\$ 38.36
610.8015.5600.000	GREAT WESTERN BANK	SUPER HC V BELTS	\$ 415.99
610.8015.5600.000	GREAT WESTERN BANK	DISP FACE MASKS COVID 19	\$ 22.66
610.8015.5600.000	GREAT WESTERN BANK	SAMPLER CONTROL PANEL, CABLE	\$ 879.15
610.8015.5600.000	GREAT WESTERN BANK	CAT AIR, OIL FILTERS	\$ 236.98
610.8015.5600.000	IOWA PUMP WORKS, INC.	primary drives Baldor motors	\$ 683.51
610.8015.5600.000	JCI Industries Inc	lime silo slurry pump hose grease	\$ 3,588.00
610.8015.5600.000	NUTRIEN AG SOLUTIONS INC	Mobil grease	\$ 6.00
610.8015.5600.000	Water Technology Group Midwest Inc	Effluent Lift station gate thrust nut	\$ 843.00
610.8015.5603.000	GREAT WESTERN BANK	LAB SPONGES	\$ 19.50
610.8015.5603.000	GREAT WESTERN BANK	WPCP LAB SUPPLIES	\$ 628.55

610.8015.5603.000	MIDLAND SCIENTIFIC INC	WPCP lab supplies	\$ 78.70
610.8015.5603.000	MIDLAND SCIENTIFIC INC	WPCP lab supplies	\$ 107.16
610.8015.5603.000	MIDLAND SCIENTIFIC INC	WPCP lab supplies	\$ 380.74
610.8015.5605.000	GREAT WESTERN BANK	WPCP OFFICE SUPPLIES	\$ 420.90
610.8015.5605.000	GREAT WESTERN BANK	WPCP OFFICE SUPPLIES	\$ 25.82
610.8015.5605.000	GREAT WESTERN BANK	WPCP OFFICE SUPPLIES	\$ 15.69
610.8015.5703.000	BDH INFORMATION TECHNOLOGY LLC	WPCP-MS Surface Pro 7 tablet	\$ 1,456.48
610.8015.5718.000	GREAT WESTERN BANK	CREDIT CHARGING SPRAYER TWICE	\$ (949.99)
610.8015.5980.000	McCulley, Alexa	Sewer refund 2020-sod	\$ 194.04
610.8015.5980.000	Rauch, Robert	Sewer refund 2020-new lawn/landscaping	\$ 163.24
610.8016.5234.000	LYNCH DALLAS PC	General Matters	\$ 139.50
610.8016.5342.000	Hansen, Jay	Sept-Dec 2020 cleaning service	\$ 120.00
610.8016.5347.000	TriTech Software Systems	Public Sector Software	\$ 4,421.92
610.8016.5410.000	CENTRAL IOWA MACHINE SHOP INC	case for Sewer Dept backhoe	\$ 418.80
610.8016.5450.000	VERIZON WIRELESS	Street and Sewer Dept cell phones	\$ 25.03
610.8016.5481.000	ALLIANT ENERGY	608 Turner St Pump Station	\$ 182.33
610.8016.5481.000	ALLIANT ENERGY	S 12TH AVE CNR E MAIN	\$ 86.33
610.8016.5481.000	ALLIANT ENERGY	Marion St - WPCP	\$ 135.96
610.8016.5481.000	ALLIANT ENERGY	1511 Rolling Meadows Rd	\$ 88.39
610.8016.5482.000	ALLIANT ENERGY	1001 Woodland St Shed	\$ 107.28
610.8016.5570.000	MARSHALL COUNTY ENGINEER	City vehicle fuel purchases	\$ 212.68
610.8016.5571.000	MARSHALL COUNTY ENGINEER	City vehicle fuel purchases	\$ 116.24
610.8016.5600.000	GREAT WESTERN BANK	Sewer Dept sanitizer gel	\$ 19.99
610.8016.5600.000	GREAT WESTERN BANK	Sewer Dept face masks	\$ 39.90
610.8016.5600.000	GREAT WESTERN BANK	Sewer Dept ear plugs	\$ 9.98
610.8016.5600.000	GREAT WESTERN BANK	Sewer Dept Computer supplies	\$ 22.61
610.8016.5600.000	GREAT WESTERN BANK	4' LED strip	\$ 26.98
610.8016.5600.000	GREAT WESTERN BANK	Sewer Dept hand sanitizer and soap	\$ 197.80
610.8016.5605.000	GREAT WESTERN BANK	ruled notebooks	\$ 11.93
610.8016.5830.000	UMB Bank NA	6/1-11/30 fee	\$ 250.00
610.8016.5830.000	UMB Bank NA	6/1-11/30 fees	\$ 250.00
612.8016.5233.000	FOX ENGINEERING ASSOCIATES INC	increase	\$ 16,496.09
690.8050.5132.000	CITY LAUNDERING COMPANY	uniform cleaning-Transit dept	\$ 26.25
690.8050.5280.000	COMMUNITY TRANSP ASSOC OF AM	membership dues	\$ 450.00
690.8050.5339.000	Unity Point Clinic-Occupational Medicine	random drug testing	\$ 42.00
690.8050.5342.000	GREAT WESTERN BANK	Transit GPS services	\$ 252.00
690.8050.5342.000	TEMP ASSOCIATES INC	Transit temp help w/e 12/06/20	\$ 467.17
690.8050.5481.000	ALLIANT ENERGY	905 E Main PW Bldg	\$ 476.90
690.8050.5565.000	ARNOLD MOTOR SUPPLY LLP	Transit filters	\$ 149.19
690.8050.5565.000	ARNOLD MOTOR SUPPLY LLP	Transit hydraulic filter	\$ 42.95
690.8050.5565.000	ARNOLD MOTOR SUPPLY LLP	Transit air filters	\$ 225.80
690.8050.5565.000	ARNOLD MOTOR SUPPLY LLP	Transit air filter	\$ 30.19
690.8050.5565.000	GILLIG LLC	Transit draglink assembly	\$ 397.69
690.8050.5565.000	GREAT WESTERN BANK	Bus #131 vehicle part	\$ 17.92
690.8050.5565.000	GREAT WESTERN BANK	bus seat separators	\$ 79.36
690.8050.5565.000	GREAT WESTERN BANK	grease fitting assortment	\$ 18.99
690.8050.5570.000	MARSHALL COUNTY ENGINEER	City vehicle fuel purchases	\$ 324.78
690.8050.5571.000	MARSHALL COUNTY ENGINEER	City vehicle fuel purchases	\$ 2,155.92
690.8050.5600.000	GREAT WESTERN BANK	Bus #972 terminal release kit	\$ 64.85
690.8050.5600.000	GREAT WESTERN BANK	Transit shop supplies	\$ 20.40
690.8050.5600.000	GREAT WESTERN BANK	bus #972 fuse and batteries	\$ 20.96
690.8050.5718.000	GREAT WESTERN BANK	diesel can	\$ 32.99
740.8065.5234.000	LYNCH DALLAS PC	Real Estate services	\$ 387.50
740.8065.5342.000	Hansen, Jay	Sept-Dec 2020 cleaning service	\$ 80.00
740.8065.5347.000	TriTech Software Systems	Public Sector Software	\$ 4,421.92
740.8065.5410.000	CENTRAL IOWA MACHINE SHOP INC	case for Sewer Dept backhoe	\$ 279.20
740.8065.5450.000	VERIZON WIRELESS	Street and Sewer Dept cell phones	\$ 16.68
740.8065.5481.000	ALLIANT ENERGY	301 N 18TH AVE LIFTSTATION	\$ 252.28
740.8065.5481.000	ALLIANT ENERGY	N 3rd Ave - WPCP	\$ 320.51
740.8065.5570.000	MARSHALL COUNTY ENGINEER	City vehicle fuel purchases	\$ 141.79
740.8065.5600.000	GREAT WESTERN BANK	Sewer Dept ear plugs	\$ 14.97
740.8065.5600.000	GREAT WESTERN BANK	Sewer Dept Computer supplies	\$ 15.08
740.8065.5600.000	GREAT WESTERN BANK	4' LED strip	\$ 17.99

740.8065.5600.000	GREAT WESTERN BANK	post storm pipe replacement 1802 W State	\$ 17.94
740.8065.5605.000	GREAT WESTERN BANK	ruled notebooks	\$ 7.95
740.8065.5718.000	MARSHALL COUNTY ENGINEER	City vehicle fuel purchases	\$ 77.50
740.8065.5830.000	UMB Bank NA	6/1-11/30 fees	\$ 148.00
750.8070.5481.000	ALLIANT ENERGY	COMPOST PILE	\$ 72.11
881.1010.5339.000	Occupational Medicine Plus PC	paid medical claims	\$ 179.00
881.1050.5230.000	BERNIE LOWE & ASSOC Inc	Paid med claims	\$ 136.90
881.1050.5339.000	BERNIE LOWE & ASSOC Inc	Paid med claims	\$ 9,598.35
884.7010.5230.000	BERNIE LOWE & ASSOCIATES, INC	November consult fees	\$ 338.07
886.2010.5339.000	Unity Point Clinic-Occupational Medicine	random drug testing	\$ 84.00
910.1010.5114.000	GOODING, BETTY	January 2021	\$ 851.07
951.1520.010	TREASURER ST OF IOWA	November Sales Tax	\$ (43.00)
951.1520.020	TREASURER ST OF IOWA	November Sales Tax	\$ (7.00)
999.1101.000	INTERNAL REVENUE SERVICE	Bi-Weekly Federal Taxes	\$ (100.32)
999.1101.000	INTERNAL REVENUE SERVICE	Bi-Weekly Federal Taxes	\$ 28,297.63
999.1101.000	INTERNAL REVENUE SERVICE	Bi-Weekly Federal Taxes	\$ 13,208.88
999.1102.000	TREASURER STATE OF IOWA	Bi-Weekly Payroll SIT	\$ (23.46)
999.1102.000	TREASURER STATE OF IOWA	Bi-Weekly Payroll SIT	\$ 13,025.47
999.1102.000	TREASURER STATE OF IOWA	Bi-Weekly Payroll SIT	\$ 5,791.23
999.1102.000	TREASURER STATE OF IOWA	ROUNDING ADJ	\$ (0.24)
999.1103.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Social Security	\$ (60.34)
999.1103.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Social Security	\$ 26,983.64
999.1103.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Social Security	\$ 4,384.40
999.1105.000	MUNICIPAL FIRE & POLICE RETIREMENT	PRIOR MONTH MFPRSI CONTRIBUTIONS	\$ 29,015.10
999.1105.000	MUNICIPAL FIRE & POLICE RETIREMENT	PRIOR MONTH MFPRSI CONTRIBUTIONS	\$ 32,222.94
999.1105.000	MUNICIPAL FIRE & POLICE RETIREMENT	PRIOR MONTH MFPRSI CONTRIBUTIONS	\$ 28,697.32
999.1105.000	MUNICIPAL FIRE & POLICE RETIREMENT	PRIOR MONTH MFPRSI CONTRIBUTIONS	\$ 32,465.39
999.1106.000	IA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	PRIOR MONTH IPERS CONTRIBUTIONS	\$ 34,702.46
999.1106.000	IA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	PRIOR MONTH IPERS CONTRIBUTIONS	\$ 99.76
999.1106.000	IA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	PRIOR MONTH IPERS CONTRIBUTIONS	\$ 6,120.23
999.1106.000	IA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	PRIOR MONTH IPERS CONTRIBUTIONS	\$ (76.55)
999.1106.000	IA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	PRIOR MONTH IPERS CONTRIBUTIONS	\$ 35,960.67
999.1106.000	IA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	PRIOR MONTH IPERS CONTRIBUTIONS	\$ 101.94
999.1106.000	IA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	ROUNDING ADJ	\$ 0.24
999.1106.000	IA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	PRIOR MONTH IPERS CONTRIBUTIONS	\$ 5,707.31
999.1107.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Medicare	\$ (14.12)
999.1107.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Medicare	\$ 8,679.50
999.1107.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Medicare	\$ 3,935.16
999.1112.000	UNITED WAY	UNITED WAY	\$ 396.51
999.1112.000	UNITED WAY	UNITED WAY	\$ 14.00
999.1112.000	UNITED WAY	UNITED WAY	\$ 396.51
999.1112.000	UNITED WAY	UNITED WAY	\$ 14.00
999.1121.000	LINN COUNTY SHERIFF	PR WITHHOLDING	\$ 299.61
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	\$ 313.84
999.1121.000	Family Support Payment Center	CHILD SUPPORT	\$ 152.31
999.1121.000	American Education Services	PR WITHHOLDING	\$ 64.41
999.1121.000	COLLECTION SERVICES CENTER	CHILD SUPPORT	\$ 220.56
999.1121.000	COLLECTION SERVICES CENTER	CHILD SUPPORT	\$ 199.20
999.1121.000	COLLECTION SERVICES CENTER	CHILD SUPPORT	\$ 102.11
999.1121.000	COLLECTION SERVICES CENTER	CHILD SUPPORT	\$ 461.54
999.1125.000	FIDELITY SECURITY LIFE INSURANCE CO	VISION INSURANCE	\$ 303.50
999.1125.000	FIDELITY SECURITY LIFE INSURANCE CO	VISION INSURANCE	\$ 119.32
999.1131.000	ICMA RETIREMENT 457	ICMA DEF COMP	\$ 814.48
999.1131.000	ICMA RETIREMENT 457	ICMA DEF COMP	\$ 4,486.37
999.1131.000	ICMA RETIREMENT 457	ICMA DEFERRED COMP	\$ 912.30
999.1131.000	ICMA RETIREMENT 457	ICMA DEF COMP	\$ 200.00
999.1131.000	ICMA RETIREMENT 457	ROTH < 50	\$ 1,668.32
999.1131.000	ICMA RETIREMENT 457	M. GORDER ADJ	\$ 250.00
999.1131.000	ICMA RETIREMENT 457	ROTH > 50	\$ 2,682.73
999.1131.000	ICMA RETIREMENT 457	ICMA DEF COMP	\$ 715.00
999.1131.000	ICMA RETIREMENT 457	ICMA DEF COMP	\$ 230.76

999.1131.000	ICMA RETIREMENT 457	ROTH < 50	\$	1,011.52
999.1131.000	ICMA RETIREMENT 457	ROTH > 50	\$	840.00
999.1133.000	COLONIAL LIFE	COLONIAL LIFE INSURANCE	\$	435.76
999.1163.000	STREICHER'S INC	Svoboda - gun carrier & patch	\$	195.00
				TOTAL: \$1,299,929.92

APPLICATION FOR A TREE TRIMMER LICENSE**TREE TRIMMER LICENSES MUST BE APPROVED BY THE CITY COUNCIL OF MARSHALLTOWN**

Name of Business: M.P.R Tree Enterprises
 Address of Business: 418 Howard St. St. Anthony, IA 50239
 Business Telephone: 515 290 7391
 Owner(s) of Business: Michael P. Richards
 Home Address of Owners: 418 Howard St. Home Phone of Owners: 515 290 7391
St. Anthony, IA 50239

If incorporated, is business authorized to transact business in the State Of Iowa? N/A

Sales Tax Number: 1-64-015029

If title is a trade name, has such name been registered? Yes

Date of commencement of business: 03-2020

Has Owner(s) ever been convicted for violation of the law other than minor traffic offenses?

Yes No X (A conviction record will not necessarily be a bar to approval. Factors such as nature and seriousness of the violation, age at time of the offense, and rehabilitation will be taken into account.) If you answered yes or if you are unsure, please explain: _____

EQUIPMENT TO BE USED IN TREE TRIMMING BUSINESS:

VEHICLES/MAJOR EQUIPMENT	LICENSE PLATE NUMBERS	OWNER(S)
<u>GMC</u>	<u>JNB 413</u>	<u>Michael Richards</u>
	<u>HFX 513</u>	<u>Michael Richards</u>
<u>Lift</u>	<u>N/A</u>	<u>Rental</u>

An Up-To-Date Certificate of Insurance showing liability insurance and worker's compensation coverage must be filed with the City Clerk prior to issuance of a Tree Trimmer License.

Date Insurance Certificate Received 12/17/2020 Insurance Expiration Date 12/14/2021

*Minimum Insurance Requirements on the back of this application.

Applicant [Signature]

Date: 11-02-2020

\$25.00 fee Paid X

Approved by City Council on _____

Co-Applicant _____

City Administrator _____

Please remember that all brush and tree trimmings must be disposed of in a proper and legal fashion.

OUT-OF-STATE ENTITIES:

All out of state tree trimmers must charge and remit 7% sales tax to the Iowa Department of Revenue. All vendors will be reported to the Iowa Department of Revenue for compliance.

Acknowledge by: N/A Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/17/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Sherman Insurance Agency, Inc. 120 Bridgepoint Way, Suite C South Saint Paul MN 55075	CONTACT NAME: Ron Freiling PHONE (A/C, No, Ext): (651) 451-1758 E-MAIL ADDRESS: ron@shermanins.com FAX (A/C, No): (651) 455-3923
INSURED M.P.R. Tree Enterprises LLC 418 Howard Street St Anthony IA 50238	INSURER(S) AFFORDING COVERAGE INSURER A: Secura Ins. Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 22543

COVERAGES**CERTIFICATE NUMBER:** CL20121722677**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			CP3334437	12/14/2020	12/14/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			A3334438	12/14/2020	12/14/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		N/A Sole Proprietor			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

City of Marshalltown 24 N Center Street Marshalltown IA 50158	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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pellbtree@netins.net
641-891-9420

APPLICATION FOR A TREE TRIMMER LICENSE

TREE TRIMMER LICENSES MUST BE APPROVED BY THE CITY COUNCIL OF MARSHALLTOWN

Name of Business: Pellb Tree Service Inc.
 Address of Business: 13922 Hwy F 62 E.
 Business Telephone: 641-891-9420 641-527-2456
 Owner(s) of Business: Brent & Brenda Rolfs
 Home Address of Owners: 204 N 9th Ave Home Phone of Owners: 641-521-0068
5414th 50251

If incorporated, is business authorized to transact business in the State Of Iowa? Yes

Sales Tax Number: 1-50-012326

If title is a trade name, has such name been registered? Yes

Date of commencement of business: July 2008

Has Owner(s) ever been convicted for violation of the law other than minor traffic offenses?

Yes No X (A conviction record will not necessarily be a bar to approval. Factors such as nature and seriousness of the violation, age at time of the offense, and rehabilitation will be taken into account.) If you answered yes or if you are unsure, please explain:

EQUIPMENT TO BE USED IN TREE TRIMMING BUSINESS:

VEHICLES/MAJOR EQUIPMENT	LICENSE PLATE NUMBERS	OWNER(S)
<u>Bucket Truck</u>	<u>NA</u>	<u>Pellb Tree</u>
<u>Chipper Truck</u>	<u>JCU 501</u>	<u>Pellb Tree</u>
<u>SKD loader</u>	<u>NA</u>	<u>Pellb Tree</u>
<u>Chipper</u>	<u>NA</u>	<u>Pellb Tree</u>

An Up-To-Date Certificate of Insurance showing liability insurance and worker's compensation coverage must be filed with the City Clerk prior to issuance of a Tree Trimmer License.

Date Insurance Certificate Received 6/23/20 Insurance Expiration Date 6/23/20

*Minimum Insurance Requirements on the back of this application.

Brent Rolfs
Applicant

Date: 12-16-20

\$25.00 fee Paid X

Approved by City Council on _____

Co-Applicant

City Administrator

Please remember that all brush and tree trimmings must be disposed of in a proper and legal fashion.

OUT-OF-STATE ENTITIES:

All out of state tree trimmers must charge and remit 7% sales tax to the Iowa Department of Revenue. All vendors will be reported to the Iowa Department of Revenue for compliance.

Acknowledge by: N/A Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/12/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER TULIP CITY AGENCY LTD 700 WASHINGTON ST PO BOX #125 PELLA IA 50219-0125		CONTACT NAME: Jill Roose PHONE (A/C, No, Ext): (641) 628-1270 FAX (A/C, No): (641) 628-1913 E-MAIL ADDRESS: jroose@tulipcity.com	
INSURED PELLA TREE SERVICE, DBA: BRENDA ROLFFS D/B/A 13922 HIGHWAY F62 EAST LYNNVILLE IA 50153-8635		INSURER(S) AFFORDING COVERAGE INSURER A: CINCINNATI INSURANCE CO INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: NAIC # 10677	

COVERAGES

CERTIFICATE NUMBER: 2020

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Automatic Additional Insured Endr GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			EPP 0090140	06/23/2020	06/23/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			EPP 0090140	06/23/2020	06/23/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			EPP 0090140	06/23/2020	06/23/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ \$
	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N N N/A			EWC 0319574	06/23/2020	06/23/2021	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PROJECT: VARIOUS FOR CERTIFICATE HOLDER. Automatic Additional Insured endorsement included by written contract.

CERTIFICATE HOLDER

CANCELLATION

TO WHOM IT MAY CONCERN

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

MARSHALLTOWN

I O W A

Joel Greer, Mayor
Jessica Kinser, Administrator
Diana Steiner, Finance Director
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5760
Fax - (641) 754-5781

FINANCE DEPARTMENT

December 18, 2020

To: Mayor Joel Greer
Members of the City Council

From: Diana Steiner, Finance Director

Re: September Monthly Financial Statements

Recommendation: Staff recommends approving the September 2020 monthly financial statements.

Background: The Finance department has prepared and reconciled the September 2020 financial statements for your review. The attached reports include the following:

- Fund Balance Report, which includes the beginning balance at 6/30/2020, the year-to-date revenues and expenses for 3 months and the ending fund cash balance.
- Cash & Investments Report, which includes current balances and interest rates for all City investments. Note:
- 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:

*There were quarterly transfers into the General Fund of @ \$1.0 million (to cover Public Works wages from RUT; benefits from the Employee Benefit Fund and Police/Fire Retirement Fund; and the amount collected from the Emergency Tax levy). There was also a quarterly transfer of \$742,699 from LOST property tax relief to the Debt Service Fund.

*The City received bond revenues for series 2020A and 2020B totaling 11,500,187 with 3 million being paid out as part of bond refinancing.

*Due to the Derecho, many costs were incurred as shown in funds 130 (insurance covered) & 149 (FEMA eligible)

Budget Impact: N/A

Attachment: September 2020 Financial Statements

cc: Jessica Kinser, City Administrator

Fund	Beginning Balance	Total Revenues	Total Expenses	Ending Balance
001 - GENERAL FUND	2,123,673.41	1,888,132.42	3,495,774.73	516,031.10
010 - CASH FLOW RESERVE FUND	2,380,612.49	11,364.73	-	2,391,977.22
030 - CAPITAL RESERVE	(514.96)	309,970.70	28,957.38	280,498.36
031 - CAPITAL RSRV-BLDG MAINT	274,155.34	81,690.69	-	355,846.03
032 - CIP LARGE VEHICLE/EQUIPMENT	318,000.00	1,206,999.67	1,626,959.00	(101,959.33)
110 - ROAD USE TAX	5,937,455.97	1,146,098.97	1,429,539.33	5,654,015.61
112 - EMPLOYEE BENEFITS FUND	2,775,298.60	62,646.49	582,592.02	2,255,353.07
117 - POLICE/FIRE RETIREMENT	548,156.16	28,477.01	259,359.92	317,273.25
119 - EMERGENCY FUND	-	5,515.17	5,515.17	-
121 - LOCAL OPTION SALES TAX	4,513,756.99	972,725.52	790,826.91	4,695,655.60
125 - TAX INCREMENT FINANCING	465,193.03	21,700.20	91,500.00	395,393.23
126 - TIF-LMI	27,383.77	130.73	-	27,514.50
130 - CITY TORT LIABILITY	71,658.38	10,692.83	183,416.15	(101,064.94)
132 - GRANTS-STATE/LOCAL AGENCIES	(262,444.29)	250,000.00	171,930.00	(184,374.29)
140 - PARK & REC DONATION FUND	101,437.94	6,673.95	2,776.64	105,335.25
141 - MTOWN TENNIS ASSOC	1,766.29	8.43	-	1,774.72
142 - SOFTBALL ASSOCIATION FUND	(1,435.85)	10,165.30	14,803.25	(6,073.80)
144 - LIVE HEALTHY IOWA	1,518.28	7.25	-	1,525.53
145 - TORNADO GENERAL	143,981.30	15,098.52	709,067.12	(549,987.30)
146 - FEMA VALOR	(55,164.71)	-	-	(55,164.71)
147 - FEMA DEMO	(49,169.93)	-	1,840.00	(51,009.93)
148 - FEMA-COVID19	(19,078.56)	-	28,955.43	(48,033.99)
149 - FEMA - WINDS	-	-	660,818.25	(660,818.25)
150 - COPS FAST GRANTS	(8,109.02)	16,118.18	12,030.72	(4,021.56)
151 - DEPT OF JUSTICE GRANTS	(4,055.53)	4,403.13	-	347.60
152 - POLICE UNDESIGNATED GRANTS	(24,938.29)	15,007.70	26,130.76	(36,061.35)
153 - POLICE DEPT DONATION FUND	86,653.41	1,309.61	1,174.78	86,788.24
156 - FIRE DEPT DONATION FUND	6,522.62	31.14	-	6,553.76
157 - FIRE DEPT GRANTS	5,136.53	24.52	-	5,161.05
160 - ECONOMIC DEVELOPMENT GIFT	52,385.69	250.09	-	52,635.78
161 - SURETY DEPOSITS/SUBDIVIDER	10,928.99	52.17	-	10,981.16
170 - LIBRARY DONATION FUND	109,220.37	2,745.70	2,905.55	109,060.52
177 - SEIZED ASSETS (POLICE)	36,871.34	178.69	-	37,050.03
179 - OTHER COMM AND ECON DEVELOPMENT	78,010.32	372.40	-	78,382.72
180 - HOUSING GRANTS	27,430.10	130.95	-	27,561.05
182 - #4 HUD LEAD GRANT	100.00	-	100.00	-
183 - FY 08 EDI (ECON DEV INCENTIVE)	(13,389.25)	-	-	(13,389.25)
184 - VOUCHERS - 002, 003	90,853.88	333,149.31	302,678.08	121,325.11
189 - #6 HUD LEAD GRANT	(7,474.95)	97,710.97	122,144.06	(31,908.04)
200 - GO BONDS DEBT FUND	132,054.94	3,765,956.74	3,045,130.68	852,881.00
300 - CIP COLLECTION FUND	278,230.70	14,782.96	379,419.70	(86,406.04)
311 - RISE STREET GRANTS	-	-	15,264.95	(15,264.95)
312 - AIRPORT PROJECT FUND	(240,764.09)	2,034,826.40	13,332.30	1,780,730.01
320 - SPECIAL ASSESSMENT PROJECTS	(18,480.95)	88.00	-	(18,392.95)
340 - BIKE PATH PROJECT FUND	(96,269.36)	30,041.80	8,101.30	(74,328.86)
341 - TREES FOREVER PROJECT	13,400.87	63.97	-	13,464.84
350 - GO BONDS CAPITAL PROJECTS	8,903.48	42.50	-	8,945.98
354 - POLICE & FIRE STATIONS	670,433.34	4,539.66	30,166.70	644,806.30
355 - 2015 GO BONDS (D&D)	300,465.95	1,276.83	106,845.35	194,897.43
357 - 2018 CY STREET PROJECTS	-	-	38,756.15	(38,756.15)
360 - 2019 GO BONDS & PROJECTS	5,377,724.96	77,835.44	312,718.78	5,142,841.62
361 - LIBRARY BUILDING ADDITION	1,550.00	7.40	-	1,557.40
362 - 2020 GO BONDS	-	2,236,436.71	346,226.00	1,890,210.71
381 - 2019 CY STREET, SIDEWALK, PARKING PROJECTS	1,741,924.41	8,009.59	212,721.42	1,537,212.58
383 - COLISEUM REMODEL	2,075,348.03	103,327.08	1,176,375.19	1,002,299.92
392 - TIF DISTRICT III CAP PROJECTS	8,089.35	37.25	1,050.00	7,076.60
395 - ECONOMIC DEVELOPMENT PROJECT FUND	-	345,901.97	345,901.97	-
610 - WATER POLLUTION CONTROL	2,683.14	985,358.59	985,358.59	2,683.14
611 - WPCP REVENUE	15,968,833.94	2,355,814.27	985,358.59	17,339,289.62
612 - WPCP REVENUE BOND FUND	-	602,121.54	788,675.61	(186,554.07)
613 - SEWER I/I PROJECT	-	-	-	-
614 - WPCP CAPITAL IMPROVEMENT RSRV	1,068,085.66	5,098.90	-	1,073,184.56
615 - WPCP PLANT & IMPROVEMENTS	-	-	2,336.75	(2,336.75)
617 - SANITARY SEWER NEW CONSTRUCTN	117,721.90	323.00	-	118,044.90
618 - TORNADO-WPCP	(580.97)	-	-	(580.97)
690 - TRANSIT OPERATING	168,574.85	208,775.66	201,166.67	176,183.84
740 - STORM SEWER UTILITY	2,329,808.26	346,309.19	211,367.83	2,464,749.62
741 - 2016 GO STORM WATER PROJ	(0.51)	3,370,643.80	9,269.50	3,361,373.79
742 - TORNADO - STORM/SEWER	(898.25)	-	-	(898.25)
750 - COMPOSTING FACILITY	74,969.52	12,487.18	10,488.48	76,968.22
751 - TORNADO - COMPOST	(44,096.75)	44,096.75	-	-
760 - P&R CONCESSIONS ENTERPRISE	(19,975.15)	16,813.00	20,707.04	(23,869.19)
881 - OCCUPATIONAL INSURANCE ESCROW	73,494.97	33,882.95	7,745.27	99,632.65
884 - GROUP HEALTH INSURANCE ESCROW	1,914,112.63	741,417.21	909,426.15	1,746,103.69
886 - WORKMAN'S COMP DEDUCTIBLE FUND	36,948.30	176.00	302.00	36,822.30
910 - POLICE PENSION - T & A	-	3,408.28	3,404.28	4.00
913 - 911 COMMISSION	(46,533.92)	126,415.85	257,430.83	(177,548.90)
951 - SALES TAX REIMBURSEMENT	(4,841.35)	2,312.32	3,450.00	(5,979.03)
952 - SURETY BONDS/DEPOSITS	3,503.12	155.64	-	3,658.76
TOTAL	51,636,806.88	23,978,367.57	20,980,293.33	54,634,881.12

Account	Name	Ending Balance	Interest Rate
BalObject: 0110 - P&R Deposits			
<u>999.0110.100</u>	GWB P&R Deposits	<u>135,620.51</u>	1.75
Total BalObject: 0110 - P&R Deposits :		<u>135,620.51</u>	
BalObject: 0111 - Operating			
<u>999.0111.000</u>	UB&T Operating	62,073.49	0.00
<u>999.0111.100</u>	GWB Operating	<u>52,957,007.16</u>	1.75
Total BalObject: 0111 - Operating:		<u>53,019,080.65</u>	
BalObject: 0112 - COLISEUM			
<u>999.0112.100</u>	GWB COLISEUM	<u>1,001,126.54</u>	1.75
Total BalObject: 0112 - COLISEUM:		<u>1,001,126.54</u>	
BalObject: 0113 - Payroll			
<u>999.0113.100</u>	GWB Payroll	<u>349,555.94</u>	1.75
Total BalObject: 0113 - Payroll:		<u>349,555.94</u>	
BalObject: 0114 - Dev Inspections			
<u>999.0114.100</u>	GWB Dev Inspections	<u>32,359.28</u>	1.75
Total BalObject: 0114 - Dev Inspections:		<u>32,359.28</u>	
BalObject: 0115 - HUD Admin			
<u>999.0115.100</u>	GWB HUD Admin	<u>93,858.02</u>	1.75
Total BalObject: 0115 - HUD Admin:		<u>93,858.02</u>	
BalObject: 0116 - HUD HAP			
<u>999.0116.100</u>	GWB HUD HAP	<u>20,331.76</u>	1.75
Total BalObject: 0116 - HUD HAP:		<u>20,331.76</u>	
BalObject: 0117 - Police			
<u>999.0117.100</u>	GWB Police	<u>37,159.09</u>	1.75
Total BalObject: 0117 - Police:		<u>37,159.09</u>	
BalObject: 0120 - PETTY CASH			
<u>610.0120.000</u>	PETTY CASH	200.00	0.00
<u>750.0120.000</u>	PETTY CASH	<u>200.00</u>	0.00
Total BalObject: 0120 - PETTY CASH:		<u>400.00</u>	
BalObject: 0122 - PETTY CASH-CITY CLERK			
<u>001.0122.000</u>	PETTY CASH-CITY CLERK	<u>200.00</u>	0.00
Total BalObject: 0122 - PETTY CASH-CITY CLERK:		<u>200.00</u>	
BalObject: 0123 - PETTY CASH-LIBRARY			
<u>001.0123.000</u>	PETTY CASH-LIBRARY	<u>100.00</u>	0.00
Total BalObject: 0123 - PETTY CASH-LIBRARY:		<u>100.00</u>	
BalObject: 0125 - PETTY CASH-PARK			
<u>001.0125.000</u>	PETTY CASH-PARK	<u>225.00</u>	0.00
Total BalObject: 0125 - PETTY CASH-PARK:		<u>225.00</u>	
BalObject: 0130 - CASH HELD BY INSUR ADMI			
<u>885.0130.000</u>	CASH HELD BY INSUR ADMI	<u>1.00</u>	0.00
Total BalObject: 0130 - CASH HELD BY INSUR ADMI:		<u>1.00</u>	
BalObject: 0216 - GREAT WESTERN BANK MM			
<u>999.0216.000</u>	GREAT WESTERN BANK MM	<u>100.27</u>	0.00
Total BalObject: 0216 - GREAT WESTERN BANK MM:		<u>100.27</u>	
BalObject: 0999 - POOLED CASH			
<u>999.0999.000</u>	POOLED CASH	<u>(55,236.94)</u>	0.00
Total BalObject: 0999 - POOLED CASH:		<u>(55,236.94)</u>	
TOTAL:		<u><u>54,634,881.12</u></u>	



City of Marshalltown, IA

Monthly Budget Report - Marshalltown

Group Summary

For Fiscal: Current Period Ending: 09/30/2020

Account Typ...	September Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Fund: 001 - GENERAL FUND					
Revenue	1,392,207.28	4,087,535.46	1,888,132.42	-2,199,403.04	16,350,752.00
Expense	1,143,622.35	4,086,302.31	3,495,774.73	590,527.58	16,350,752.46
Total Fund: 001 - GENERAL FUND:	248,584.93	1,233.15	-1,607,642.31	-1,608,875.46	-0.46
Fund: 010 - CASH FLOW RESERVE FUND					
Revenue	3,084.11	26,328.48	11,364.73	-14,963.75	105,314.00
Total Fund: 010 - CASH FLOW RESERVE FUND:	3,084.11	26,328.48	11,364.73	-14,963.75	105,314.00
Fund: 030 - CAPITAL RESERVE					
Revenue	272,649.90	128,638.23	309,970.70	181,332.47	514,553.00
Expense	12,754.00	128,622.24	28,957.38	99,664.86	514,553.00
Total Fund: 030 - CAPITAL RESERVE:	259,895.90	15.99	281,013.32	280,997.33	0.00
Fund: 031 - CAPITAL RSRV-BLDG MAINT					
Revenue	458.81	750.00	81,690.69	80,940.69	3,000.00
Expense	0.00	45,324.99	0.00	45,324.99	181,300.00
Total Fund: 031 - CAPITAL RSRV-BLDG MAINT:	458.81	-44,574.99	81,690.69	126,265.68	-178,300.00
Fund: 032 - CIP LARGE VEHICLE/EQUIPMENT					
Revenue	1,174,080.67	268,245.78	1,206,999.67	938,753.89	1,073,026.00
Expense	2,314.00	347,756.49	1,626,959.00	-1,279,202.51	1,391,026.00
Total Fund: 032 - CIP LARGE VEHICLE/EQUIPMENT:	1,171,766.67	-79,510.71	-419,959.33	-340,448.62	-318,000.00
Fund: 110 - ROAD USE TAX					
Revenue	391,299.51	874,999.98	1,146,098.97	271,098.99	3,500,000.00
Expense	808,637.70	1,419,654.06	1,429,539.33	-9,885.27	5,679,495.72
Total Fund: 110 - ROAD USE TAX:	-417,338.19	-544,654.08	-283,440.36	261,213.72	-2,179,495.72
Fund: 112 - EMPLOYEE BENEFITS FUND					
Revenue	21,764.41	697,475.46	62,646.49	-634,828.97	2,789,902.00
Expense	582,592.02	679,008.00	582,592.02	96,415.98	2,716,032.00
Total Fund: 112 - EMPLOYEE BENEFITS FUND:	-560,827.61	18,467.46	-519,945.53	-538,412.99	73,870.00
Fund: 117 - POLICE/FIRE RETIREMENT					
Revenue	9,479.91	314,094.93	28,477.01	-285,617.92	1,256,380.00
Expense	259,359.92	306,449.64	259,359.92	47,089.72	1,226,284.00
Total Fund: 117 - POLICE/FIRE RETIREMENT:	-249,880.01	7,645.29	-230,882.91	-238,528.20	30,096.00
Fund: 119 - EMERGENCY FUND					
Revenue	1,916.68	62,721.99	5,515.17	-57,206.82	250,888.00

Monthly Budget Report - Marshalltown

For Fiscal: Current Period Ending: 09/30/2020

Account Typ...	September Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Expense	5,515.17	61,062.00	5,515.17	55,546.83	244,248.00
Total Fund: 119 - EMERGENCY FUND:	-3,598.49	1,659.99	0.00	-1,659.99	6,640.00
Fund: 121 - LOCAL OPTION SALES TAX					
Revenue	323,880.60	853,999.98	972,725.52	118,725.54	3,416,000.00
Expense	742,698.91	1,246,777.95	790,826.91	455,951.04	4,987,119.00
Total Fund: 121 - LOCAL OPTION SALES TAX:	-418,818.31	-392,777.97	181,898.61	574,676.58	-1,571,119.00
Fund: 125 - TAX INCREMENT FINANCING					
Revenue	5,310.01	162,630.48	21,700.20	-140,930.28	650,522.00
Expense	91,500.00	172,345.95	91,500.00	80,845.95	689,384.00
Total Fund: 125 - TAX INCREMENT FINANCING:	-86,189.99	-9,715.47	-69,799.80	-60,084.33	-38,862.00
Fund: 126 - TIF-LMI					
Revenue	35.48	2.49	130.73	128.24	10.00
Total Fund: 126 - TIF-LMI:	35.48	2.49	130.73	128.24	10.00
Fund: 130 - CITY TORT LIABILITY					
Revenue	0.00	7,749.99	10,692.83	2,942.84	31,000.00
Expense	170,265.80	10,131.18	183,416.15	-173,284.97	40,525.00
Total Fund: 130 - CITY TORT LIABILITY:	-170,265.80	-2,381.19	-172,723.32	-170,342.13	-9,525.00
Fund: 132 - GRANTS-STATE/LOCAL AGENCIES					
Revenue	0.00	78,750.00	250,000.00	171,250.00	315,000.00
Expense	32,214.00	78,750.00	171,930.00	-93,180.00	315,000.00
Total Fund: 132 - GRANTS-STATE/LOCAL AGENCIES:	-32,214.00	0.00	78,070.00	78,070.00	0.00
Fund: 140 - PARK & REC DONATION FUND					
Revenue	679.67	12,724.98	6,673.95	-6,051.03	50,900.00
Expense	1,138.20	13,724.94	2,776.64	10,948.30	54,900.00
Total Fund: 140 - PARK & REC DONATION FUND:	-458.53	-999.96	3,897.31	4,897.27	-4,000.00
Fund: 141 - MTOWN TENNIS ASSOC					
Revenue	2.29	4.98	8.43	3.45	20.00
Total Fund: 141 - MTOWN TENNIS ASSOC:	2.29	4.98	8.43	3.45	20.00
Fund: 142 - SOFTBALL ASSOCIATION FUND					
Revenue	155.00	7,706.88	10,165.30	2,458.42	30,840.00
Expense	6,967.41	7,702.71	14,803.25	-7,100.54	30,839.87
Total Fund: 142 - SOFTBALL ASSOCIATION FUND:	-6,812.41	4.17	-4,637.95	-4,642.12	0.13
Fund: 144 - LIVE HEALTHY IOWA					
Revenue	1.97	1,874.25	7.25	-1,867.00	7,500.00
Expense	0.00	1,837.59	0.00	1,837.59	7,351.12
Total Fund: 144 - LIVE HEALTHY IOWA :	1.97	36.66	7.25	-29.41	148.88
Fund: 145 - TORNADO GENERAL					
Revenue	0.00	117,828.69	15,098.52	-102,730.17	471,315.00
Expense	231,171.35	0.00	709,067.12	-709,067.12	0.00

Monthly Budget Report - Marshalltown

For Fiscal: Current Period Ending: 09/30/2020

Account Typ...	September Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Total Fund: 145 - TORNADO GENERAL:	-231,171.35	117,828.69	-693,968.60	-811,797.29	471,315.00
Fund: 146 - FEMA VALOR					
Revenue	0.00	14,061.45	0.00	-14,061.45	56,246.00
Total Fund: 146 - FEMA VALOR:	0.00	14,061.45	0.00	-14,061.45	56,246.00
Fund: 147 - FEMA DEMO					
Revenue	0.00	15,000.00	0.00	-15,000.00	60,000.00
Expense	-69,410.00	0.00	1,840.00	-1,840.00	0.00
Total Fund: 147 - FEMA DEMO:	69,410.00	15,000.00	-1,840.00	-16,840.00	60,000.00
Fund: 148 - FEMA-COVID19					
Expense	3,292.71	0.00	28,955.43	-28,955.43	0.00
Total Fund: 148 - FEMA-COVID19:	3,292.71	0.00	28,955.43	-28,955.43	0.00
Fund: 149 - FEMA - WINDS					
Expense	592,914.18	0.00	660,818.25	-660,818.25	0.00
Total Fund: 149 - FEMA - WINDS:	592,914.18	0.00	660,818.25	-660,818.25	0.00
Fund: 150 - COPS FAST GRANTS					
Revenue	4,020.84	13,744.50	16,118.18	2,373.68	55,000.00
Expense	-2,414.60	12,952.02	12,030.72	921.30	51,829.10
Total Fund: 150 - COPS FAST GRANTS:	6,435.44	792.48	4,087.46	3,294.98	3,170.90
Fund: 151 - DEPT OF JUSTICE GRANTS					
Revenue	0.00	5,874.63	4,403.13	-1,471.50	23,500.00
Expense	0.00	5,873.64	0.00	5,873.64	23,500.00
Total Fund: 151 - DEPT OF JUSTICE GRANTS:	0.00	0.99	4,403.13	4,402.14	0.00
Fund: 152 - POLICE UNDESIGNATED GRANTS					
Revenue	272.16	22,879.08	15,007.70	-7,871.38	91,553.00
Expense	-2,592.91	20,468.22	26,130.76	-5,662.54	81,903.00
Total Fund: 152 - POLICE UNDESIGNATED GRANTS:	2,865.07	2,410.86	-11,123.06	-13,533.92	9,650.00
Fund: 153 - POLICE DEPT DONATION FUND					
Revenue	116.90	674.97	1,309.61	634.64	2,700.00
Expense	1,025.00	2,361.81	1,174.78	1,187.03	9,450.00
Total Fund: 153 - POLICE DEPT DONATION FUND:	-908.10	-1,686.84	134.83	1,821.67	-6,750.00
Fund: 156 - FIRE DEPT DONATION FUND					
Revenue	8.45	499.98	31.14	-468.84	2,000.00
Expense	0.00	1,249.98	0.00	1,249.98	5,000.00
Total Fund: 156 - FIRE DEPT DONATION FUND:	8.45	-750.00	31.14	781.14	-3,000.00
Fund: 157 - FIRE DEPT GRANTS					
Revenue	6.65	15.00	24.52	9.52	60.00
Total Fund: 157 - FIRE DEPT GRANTS:	6.65	15.00	24.52	9.52	60.00

Monthly Budget Report - Marshalltown

For Fiscal: Current Period Ending: 09/30/2020

Account Typ...	September Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Fund: 160 - ECONOMIC DEVELOPMENT GIFT					
Revenue	67.87	87.48	250.09	162.61	350.00
Total Fund: 160 - ECONOMIC DEVELOPMENT GIFT:	67.87	87.48	250.09	162.61	350.00
Fund: 161 - SURETY DEPOSITS/SUBDIVIDER					
Revenue	14.16	46.23	52.17	5.94	185.00
Total Fund: 161 - SURETY DEPOSITS/SUBDIVIDER:	14.16	46.23	52.17	5.94	185.00
Fund: 170 - LIBRARY DONATION FUND					
Revenue	1,932.03	5,324.97	2,745.70	-2,579.27	21,300.00
Expense	1,557.83	14,397.45	2,905.55	11,491.90	57,600.00
Total Fund: 170 - LIBRARY DONATION FUND:	374.20	-9,072.48	-159.85	8,912.63	-36,300.00
Fund: 177 - SEIZED ASSETS (POLICE)					
Revenue	53.22	1,074.69	178.69	-896.00	4,300.00
Expense	0.00	999.69	0.00	999.69	4,000.00
Total Fund: 177 - SEIZED ASSETS (POLICE):	53.22	75.00	178.69	103.69	300.00
Fund: 179 - OTHER COMM AND ECON DEVELOPMENT					
Revenue	101.06	0.00	372.40	372.40	0.00
Total Fund: 179 - OTHER COMM AND ECON DEVELOPMENT:	101.06	0.00	372.40	372.40	0.00
Fund: 180 - HOUSING GRANTS					
Revenue	35.54	0.00	130.95	130.95	0.00
Total Fund: 180 - HOUSING GRANTS:	35.54	0.00	130.95	130.95	0.00
Fund: 182 - #4 HUD LEAD GRANT					
Expense	100.00	0.00	100.00	-100.00	0.00
Total Fund: 182 - #4 HUD LEAD GRANT:	100.00	0.00	100.00	-100.00	0.00
Fund: 183 - FY 08 EDI (ECON DEV INCENTIVE)					
Expense	0.00	159.93	0.00	159.93	640.00
Total Fund: 183 - FY 08 EDI (ECON DEV INCENTIVE):	0.00	159.93	0.00	159.93	640.00
Fund: 184 - VOUCHERS - 002, 003					
Revenue	105,447.57	269,816.97	333,149.31	63,332.34	1,079,630.00
Expense	120,233.49	263,595.00	302,678.08	-39,083.08	1,054,788.09
Total Fund: 184 - VOUCHERS - 002, 003:	-14,785.92	6,221.97	30,471.23	24,249.26	24,841.91
Fund: 189 - #6 HUD LEAD GRANT					
Revenue	78,080.47	362,613.24	97,710.97	-264,902.27	1,450,453.00
Expense	44,632.59	362,468.46	122,144.06	240,324.40	1,450,453.13
Total Fund: 189 - #6 HUD LEAD GRANT:	33,447.88	144.78	-24,433.09	-24,577.87	-0.13
Fund: 200 - GO BONDS DEBT FUND					
Revenue	3,751,551.78	1,054,629.36	3,765,956.74	2,711,327.38	4,219,648.00
Expense	3,030,887.68	1,046,768.46	3,045,130.68	-1,998,362.22	4,187,074.00
Total Fund: 200 - GO BONDS DEBT FUND:	720,664.10	7,860.90	720,826.06	712,965.16	32,574.00

Monthly Budget Report - Marshalltown

For Fiscal: Current Period Ending: 09/30/2020

Account Typ...	September Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Fund: 300 - CIP COLLECTION FUND					
Revenue	4,791.68	157,056.21	14,782.96	-142,273.25	628,225.00
Expense	379,419.70	154,888.23	379,419.70	-224,531.47	619,553.00
Total Fund: 300 - CIP COLLECTION FUND:	-374,628.02	2,167.98	-364,636.74	-366,804.72	8,672.00
Fund: 311 - RISE STREET GRANTS					
Revenue	0.00	399,999.99	0.00	-399,999.99	1,600,000.00
Expense	1,285.50	398,999.97	15,264.95	383,735.02	1,596,000.00
Total Fund: 311 - RISE STREET GRANTS:	-1,285.50	1,000.02	-15,264.95	-16,264.97	4,000.00
Fund: 312 - AIRPORT PROJECT FUND					
Revenue	1,994,226.40	783,999.99	2,034,826.40	1,250,826.41	3,136,000.00
Expense	4,207.00	783,999.99	13,332.30	770,667.69	3,136,000.00
Total Fund: 312 - AIRPORT PROJECT FUND:	1,990,019.40	0.00	2,021,494.10	2,021,494.10	0.00
Fund: 320 - SPECIAL ASSESSMENT PROJECTS					
Revenue	88.00	1,249.98	88.00	-1,161.98	5,000.00
Total Fund: 320 - SPECIAL ASSESSMENT PROJECTS:	88.00	1,249.98	88.00	-1,161.98	5,000.00
Fund: 340 - BIKE PATH PROJECT FUND					
Revenue	0.00	25,635.00	30,041.80	4,406.80	102,540.00
Expense	1,365.40	25,634.97	8,101.30	17,533.67	102,540.00
Total Fund: 340 - BIKE PATH PROJECT FUND:	-1,365.40	0.03	21,940.50	21,940.47	0.00
Fund: 341 - TREES FOREVER PROJECT					
Revenue	17.36	2,499.99	63.97	-2,436.02	10,000.00
Expense	0.00	2,499.99	0.00	2,499.99	10,000.00
Total Fund: 341 - TREES FOREVER PROJECT:	17.36	0.00	63.97	63.97	0.00
Fund: 350 - GO BONDS CAPITAL PROJECTS					
Revenue	11.53	0.00	42.50	42.50	0.00
Total Fund: 350 - GO BONDS CAPITAL PROJECTS:	11.53	0.00	42.50	42.50	0.00
Fund: 354 - POLICE & FIRE STATIONS					
Revenue	831.39	0.00	4,539.66	4,539.66	0.00
Expense	4,949.82	0.00	30,166.70	-30,166.70	0.00
Total Fund: 354 - POLICE & FIRE STATIONS:	-4,118.43	0.00	-25,627.04	-25,627.04	0.00
Fund: 355 - 2015 GO BONDS (D&D)					
Revenue	251.29	5,374.98	1,276.83	-4,098.15	21,500.00
Expense	96,965.85	31,764.75	106,845.35	-75,080.60	127,100.00
Total Fund: 355 - 2015 GO BONDS (D&D):	-96,714.56	-26,389.77	-105,568.52	-79,178.75	-105,600.00
Fund: 357 - 2018 CY STREET PROJECTS					
Revenue	0.00	12,499.98	0.00	-12,499.98	50,000.00
Expense	0.00	12,495.00	38,756.15	-26,261.15	50,000.00
Total Fund: 357 - 2018 CY STREET PROJECTS:	0.00	4.98	-38,756.15	-38,761.13	0.00

Monthly Budget Report - Marshalltown

For Fiscal: Current Period Ending: 09/30/2020

Account Typ...	September Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Fund: 360 - 2019 GO BONDS & PROJECTS					
Revenue	59,630.96	117,453.00	77,835.44	-39,617.56	470,000.00
Expense	120,405.74	968,362.50	312,718.78	655,643.72	3,875,000.00
Total Fund: 360 - 2019 GO BONDS & PROJECTS:	-60,774.78	-850,909.50	-234,883.34	616,026.16	-3,405,000.00
Fund: 361 - LIBRARY BUILDING ADDITION					
Revenue	2.01	418,582.50	7.40	-418,575.10	1,675,000.00
Expense	0.00	418,582.50	0.00	418,582.50	1,675,000.00
Total Fund: 361 - LIBRARY BUILDING ADDITION:	2.01	0.00	7.40	7.40	0.00
Fund: 362 - 2020 GO BONDS					
Revenue	2,176,217.23	495,801.60	2,236,436.71	1,740,635.11	1,984,000.00
Expense	346,226.00	495,931.56	346,226.00	149,705.56	1,984,000.00
Total Fund: 362 - 2020 GO BONDS:	1,829,991.23	-129.96	1,890,210.71	1,890,340.67	0.00
Fund: 381 - 2019 CY STREET,SIDEWALK,PARKING PROJECTS					
Revenue	1,982.02	242,424.99	8,009.59	-234,415.40	969,700.00
Expense	200,807.85	367,424.97	212,721.42	154,703.55	1,469,700.00
Total Fund: 381 - 2019 CY STREET,SIDEWALK,PARKING PROJECTS:	-198,825.83	-124,999.98	-204,711.83	-79,711.85	-500,000.00
Fund: 383 - COLISEUM REMODEL					
Revenue	4,091.74	12,045.18	103,327.08	91,281.90	48,200.00
Expense	291,581.52	389,188.23	1,176,375.19	-787,186.96	1,556,783.00
Total Fund: 383 - COLISEUM REMODEL:	-287,489.78	-377,143.05	-1,073,048.11	-695,905.06	-1,508,583.00
Fund: 392 - TIF DISTRICT III CAP PROJECTS					
Revenue	9.12	0.00	37.25	37.25	0.00
Expense	1,050.00	0.00	1,050.00	-1,050.00	0.00
Total Fund: 392 - TIF DISTRICT III CAP PROJECTS:	-1,040.88	0.00	-1,012.75	-1,012.75	0.00
Fund: 395 - ECONOMIC DEVELOPMENT PROJECT FUND					
Revenue	345,901.97	0.00	345,901.97	345,901.97	0.00
Expense	120,221.10	0.00	345,901.97	-345,901.97	0.00
Total Fund: 395 - ECONOMIC DEVELOPMENT PROJECT FUND:	225,680.87	0.00	0.00	0.00	0.00
Fund: 610 - WATER POLLUTION CONTROL					
Revenue	985,358.59	1,890,192.00	985,358.59	-904,833.41	7,560,768.00
Expense	404,961.61	1,890,004.62	985,358.59	904,646.03	7,560,768.41
Total Fund: 610 - WATER POLLUTION CONTROL:	580,396.98	187.38	0.00	-187.38	-0.41
Fund: 611 - WPCP REVENUE					
Revenue	652,529.55	1,945,573.92	2,355,814.27	410,240.35	7,782,296.00
Expense	985,358.59	1,927,677.00	985,358.59	942,318.41	7,710,768.00
Total Fund: 611 - WPCP REVENUE:	-332,829.04	17,896.92	1,370,455.68	1,352,558.76	71,528.00
Fund: 612 - WPCP REVENUE BOND FUND					
Revenue	0.00	37,485.00	602,121.54	564,636.54	150,000.00
Expense	158,252.92	37,500.00	788,675.61	-751,175.61	150,000.00

Monthly Budget Report - Marshalltown

For Fiscal: Current Period Ending: 09/30/2020

Account Typ...	September Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Total Fund: 612 - WPCP REVENUE BOND FUND:	-158,252.92	-15.00	-186,554.07	-186,539.07	0.00
Fund: 614 - WPCP CAPITAL IMPROVEMENT RSRV					
Revenue	1,383.72	6,249.99	5,098.90	-1,151.09	25,000.00
Total Fund: 614 - WPCP CAPITAL IMPROVEMENT RSRV:	1,383.72	6,249.99	5,098.90	-1,151.09	25,000.00
Fund: 615 - WPCP PLANT & IMPROVEMENTS					
Expense	0.00	0.00	2,336.75	-2,336.75	0.00
Total Fund: 615 - WPCP PLANT & IMPROVEMENTS:	0.00	0.00	2,336.75	-2,336.75	0.00
Fund: 617 - SANITARY SEWER NEW CONSTRUCTN					
Revenue	151.00	3,874.98	323.00	-3,551.98	15,500.00
Total Fund: 617 - SANITARY SEWER NEW CONSTRUCTN:	151.00	3,874.98	323.00	-3,551.98	15,500.00
Fund: 690 - TRANSIT OPERATING					
Revenue	30,126.04	201,776.16	208,775.66	6,999.50	807,105.00
Expense	51,212.69	200,427.06	201,166.67	-739.61	801,936.92
Total Fund: 690 - TRANSIT OPERATING:	-21,086.65	1,349.10	7,608.99	6,259.89	5,168.08
Fund: 740 - STORM SEWER UTILITY					
Revenue	97,793.65	371,749.98	346,309.19	-25,440.79	1,487,000.00
Expense	126,473.39	239,454.36	211,367.83	28,086.53	958,024.69
Total Fund: 740 - STORM SEWER UTILITY:	-28,679.74	132,295.62	134,941.36	2,645.74	528,975.31
Fund: 741 - 2016 GO STORM WATER PROJ					
Revenue	3,271,730.82	669,999.99	3,370,643.80	2,700,643.81	2,680,000.00
Expense	7,094.00	669,999.99	9,269.50	660,730.49	2,680,000.00
Total Fund: 741 - 2016 GO STORM WATER PROJ:	3,264,636.82	0.00	3,361,374.30	3,361,374.30	0.00
Fund: 750 - COMPOSTING FACILITY					
Revenue	1,711.14	15,012.39	12,487.18	-2,525.21	60,050.00
Expense	65.62	15,523.74	10,488.48	5,035.26	62,119.63
Total Fund: 750 - COMPOSTING FACILITY:	1,645.52	-511.35	1,998.70	2,510.05	-2,069.63
Fund: 751 - TORNADO - COMPOST					
Revenue	0.00	154,100.46	44,096.75	-110,003.71	616,439.00
Total Fund: 751 - TORNADO - COMPOST:	0.00	154,100.46	44,096.75	-110,003.71	616,439.00
Fund: 760 - P&R CONCESSIONS ENTERPRISE					
Revenue	0.00	10,249.98	16,813.00	6,563.02	41,000.00
Expense	1,972.90	10,071.63	20,707.04	-10,635.41	40,294.17
Total Fund: 760 - P&R CONCESSIONS ENTERPRISE:	-1,972.90	178.35	-3,894.04	-4,072.39	705.83
Fund: 881 - OCCUPATIONAL INSURANCE ESCROW					
Revenue	10,910.93	0.00	33,882.95	33,882.95	0.00
Expense	2,626.75	0.00	7,745.27	-7,745.27	0.00
Total Fund: 881 - OCCUPATIONAL INSURANCE ESCROW:	8,284.18	0.00	26,137.68	26,137.68	0.00

Monthly Budget Report - Marshalltown

For Fiscal: Current Period Ending: 09/30/2020

Account Typ...	September Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Fund: 884 - GROUP HEALTH INSURANCE ESCROW					
Revenue	265,207.53	0.00	741,417.21	741,417.21	0.00
Expense	227,090.45	0.00	909,426.15	-909,426.15	0.00
Total Fund: 884 - GROUP HEALTH INSURANCE ESCROW:	38,117.08	0.00	-168,008.94	-168,008.94	0.00
Fund: 886 - WORKMAN'S COMP DEDUCTIBLE FUND					
Revenue	47.48	0.00	176.00	176.00	0.00
Expense	302.00	0.00	302.00	-302.00	0.00
Total Fund: 886 - WORKMAN'S COMP DEDUCTIBLE FUND:	-254.52	0.00	-126.00	-126.00	0.00
Fund: 910 - POLICE PENSION - T & A					
Revenue	3,408.28	0.00	3,408.28	3,408.28	0.00
Expense	851.07	0.00	3,404.28	-3,404.28	0.00
Total Fund: 910 - POLICE PENSION - T & A:	2,557.21	0.00	4.00	4.00	0.00
Fund: 913 - 911 COMMISION					
Revenue	0.00	0.00	126,415.85	126,415.85	0.00
Expense	80,065.26	0.00	257,430.83	-257,430.83	0.00
Total Fund: 913 - 911 COMMISION:	-80,065.26	0.00	-131,014.98	-131,014.98	0.00
Report Total:	6,021,336.90	-1,925,881.95	2,999,056.28	4,924,938.23	-7,711,465.31

Fund Summary

Fund	September Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
001 - GENERAL FUND	248,584.93	1,233.15	-1,607,642.31	-1,608,875.46	-0.46
010 - CASH FLOW RESERVE FUND	3,084.11	26,328.48	11,364.73	-14,963.75	105,314.00
030 - CAPITAL RESERVE	259,895.90	15.99	281,013.32	280,997.33	0.00
031 - CAPITAL RSRV-BLDG MAINT	458.81	-44,574.99	81,690.69	126,265.68	-178,300.00
032 - CIP LARGE VEHICLE/EQUIPMI	1,171,766.67	-79,510.71	-419,959.33	-340,448.62	-318,000.00
110 - ROAD USE TAX	-417,338.19	-544,654.08	-283,440.36	261,213.72	-2,179,495.72
112 - EMPLOYEE BENEFITS FUND	-560,827.61	18,467.46	-519,945.53	-538,412.99	73,870.00
117 - POLICE/FIRE RETIREMENT	-249,880.01	7,645.29	-230,882.91	-238,528.20	30,096.00
119 - EMERGENCY FUND	-3,598.49	1,659.99	0.00	-1,659.99	6,640.00
121 - LOCAL OPTION SALES TAX	-418,818.31	-392,777.97	181,898.61	574,676.58	-1,571,119.00
125 - TAX INCREMENT FINANCING	-86,189.99	-9,715.47	-69,799.80	-60,084.33	-38,862.00
126 - TIF-LMI	35.48	2.49	130.73	128.24	10.00
130 - CITY TORT LIABILITY	-170,265.80	-2,381.19	-172,723.32	-170,342.13	-9,525.00
132 - GRANTS-STATE/LOCAL AGEN	-32,214.00	0.00	78,070.00	78,070.00	0.00
140 - PARK & REC DONATION FUNI	-458.53	-999.96	3,897.31	4,897.27	-4,000.00
141 - MTOWN TENNIS ASSOC	2.29	4.98	8.43	3.45	20.00
142 - SOFTBALL ASSOCIATION FUN	-6,812.41	4.17	-4,637.95	-4,642.12	0.13
144 - LIVE HEALTHY IOWA	1.97	36.66	7.25	-29.41	148.88
145 - TORNADO GENERAL	-231,171.35	117,828.69	-693,968.60	-811,797.29	471,315.00
146 - FEMA VALOR	0.00	14,061.45	0.00	-14,061.45	56,246.00
147 - FEMA DEMO	69,410.00	15,000.00	-1,840.00	-16,840.00	60,000.00
148 - FEMA-COVID19	-3,292.71	0.00	-28,955.43	-28,955.43	0.00
149 - FEMA - WINDS	-592,914.18	0.00	-660,818.25	-660,818.25	0.00
150 - COPS FAST GRANTS	6,435.44	792.48	4,087.46	3,294.98	3,170.90
151 - DEPT OF JUSTICE GRANTS	0.00	0.99	4,403.13	4,402.14	0.00
152 - POLICE UNDESIGNATED GRAI	2,865.07	2,410.86	-11,123.06	-13,533.92	9,650.00
153 - POLICE DEPT DONATION FUN	-908.10	-1,686.84	134.83	1,821.67	-6,750.00
156 - FIRE DEPT DONATION FUND	8.45	-750.00	31.14	781.14	-3,000.00
157 - FIRE DEPT GRANTS	6.65	15.00	24.52	9.52	60.00
160 - ECONOMIC DEVELOPMENT C	67.87	87.48	250.09	162.61	350.00
161 - SURETY DEPOSITS/SUBDIVIDI	14.16	46.23	52.17	5.94	185.00
170 - LIBRARY DONATION FUND	374.20	-9,072.48	-159.85	8,912.63	-36,300.00
177 - SEIZED ASSETS (POLICE)	53.22	75.00	178.69	103.69	300.00
179 - OTHER COMM AND ECON DE	101.06	0.00	372.40	372.40	0.00
180 - HOUSING GRANTS	35.54	0.00	130.95	130.95	0.00
182 - #4 HUD LEAD GRANT	-100.00	0.00	-100.00	-100.00	0.00
183 - FY 08 EDI (ECON DEV INCENT	0.00	-159.93	0.00	159.93	-640.00
184 - VOUCHERS - 002, 003	-14,785.92	6,221.97	30,471.23	24,249.26	24,841.91
189 - #6 HUD LEAD GRANT	33,447.88	144.78	-24,433.09	-24,577.87	-0.13
200 - GO BONDS DEBT FUND	720,664.10	7,860.90	720,826.06	712,965.16	32,574.00

Monthly Budget Report - Marshalltown
For Fiscal: Current Period Ending: 09/30/2020

300 - CIP COLLECTION FUND	-374,628.02	2,167.98	-364,636.74	-366,804.72	8,672.00
311 - RISE STREET GRANTS	-1,285.50	1,000.02	-15,264.95	-16,264.97	4,000.00
312 - AIRPORT PROJECT FUND	1,990,019.40	0.00	2,021,494.10	2,021,494.10	0.00
320 - SPECIAL ASSESSMENT PROJEC	88.00	1,249.98	88.00	-1,161.98	5,000.00
340 - BIKE PATH PROJECT FUND	-1,365.40	0.03	21,940.50	21,940.47	0.00
341 - TREES FOREVER PROJECT	17.36	0.00	63.97	63.97	0.00
350 - GO BONDS CAPITAL PROJECT	11.53	0.00	42.50	42.50	0.00
354 - POLICE & FIRE STATIONS	-4,118.43	0.00	-25,627.04	-25,627.04	0.00
355 - 2015 GO BONDS (D&D)	-96,714.56	-26,389.77	-105,568.52	-79,178.75	-105,600.00
357 - 2018 CY STREET PROJECTS	0.00	4.98	-38,756.15	-38,761.13	0.00
360 - 2019 GO BONDS & PROJECTS	-60,774.78	-850,909.50	-234,883.34	616,026.16	-3,405,000.00
361 - LIBRARY BUILDING ADDITION	2.01	0.00	7.40	7.40	0.00
362 - 2020 GO BONDS	1,829,991.23	-129.96	1,890,210.71	1,890,340.67	0.00
381 - 2019 CY STREET, SIDEWALK, P	-198,825.83	-124,999.98	-204,711.83	-79,711.85	-500,000.00
383 - COLISEUM REMODEL	-287,489.78	-377,143.05	-1,073,048.11	-695,905.06	-1,508,583.00
392 - TIF DISTRICT III CAP PROJECT	-1,040.88	0.00	-1,012.75	-1,012.75	0.00
395 - ECONOMIC DEVELOPMENT P	225,680.87	0.00	0.00	0.00	0.00
610 - WATER POLLUTION CONTROL	580,396.98	187.38	0.00	-187.38	-0.41
611 - WPCP REVENUE	-332,829.04	17,896.92	1,370,455.68	1,352,558.76	71,528.00
612 - WPCP REVENUE BOND FUND	-158,252.92	-15.00	-186,554.07	-186,539.07	0.00
614 - WPCP CAPITAL IMPROVEMENT	1,383.72	6,249.99	5,098.90	-1,151.09	25,000.00
615 - WPCP PLANT & IMPROVEMENT	0.00	0.00	-2,336.75	-2,336.75	0.00
617 - SANITARY SEWER NEW CONSTRUCTION	151.00	3,874.98	323.00	-3,551.98	15,500.00
690 - TRANSIT OPERATING	-21,086.65	1,349.10	7,608.99	6,259.89	5,168.08
740 - STORM SEWER UTILITY	-28,679.74	132,295.62	134,941.36	2,645.74	528,975.31
741 - 2016 GO STORM WATER PROJECT	3,264,636.82	0.00	3,361,374.30	3,361,374.30	0.00
750 - COMPOSTING FACILITY	1,645.52	-511.35	1,998.70	2,510.05	-2,069.63
751 - TORNADO - COMPOST	0.00	154,100.46	44,096.75	-110,003.71	616,439.00
760 - P&R CONCESSIONS ENTERPRISE	-1,972.90	178.35	-3,894.04	-4,072.39	705.83
881 - OCCUPATIONAL INSURANCE	8,284.18	0.00	26,137.68	26,137.68	0.00
884 - GROUP HEALTH INSURANCE	38,117.08	0.00	-168,008.94	-168,008.94	0.00
886 - WORKMAN'S COMP DEDUCTIBLE	-254.52	0.00	-126.00	-126.00	0.00
910 - POLICE PENSION - T & A	2,557.21	0.00	4.00	4.00	0.00
913 - 911 COMMISSION	-80,065.26	0.00	-131,014.98	-131,014.98	0.00
Report Total:	6,021,336.90	-1,925,881.95	2,999,056.28	4,924,938.23	-7,711,465.31

MARSHALLTOWN

— I O W A —

Joel Greer, Mayor
Jessica Kinser, Administrator
Diana Steiner, Finance Director
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5760
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FINANCE DEPARTMENT

December 18, 2020

To: Mayor Joel Greer
Members of the City Council

From: Diana Steiner, Finance Director

Re: October Monthly Financial Statements

Policy Issue: N/A.

Recommendation: Staff recommends approving the October 2020 monthly financial statements.

Background: The Finance department has prepared and reconciled the October 2020 financial statements for your review. The attached reports include the following:

- Fund Balance Report, which includes the beginning balance at 6/30/20, the year-to-date revenues and expenses for 4 months and the ending fund cash balance.
- 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:

*Property tax revenues of \$5,198,357 were received.

*\$243,154 was expended from fund 383 for Coliseum improvements.

*\$853,107 of Derecho FEMA eligible expenditures were incurred in fund 149

*\$694,339 was paid for construction of the E. Merle Hibbs Blvd. extension project in fund 395

Budget Impact: N/A

Attachment: October 2020 Financial Statements

cc: Jessica Kinser, City Administrator

Fund	Beginning Balance	Total Revenues	Total Expenses	Ending Balance
001 - GENERAL FUND	2,123,673.41	5,052,036.33	5,053,743.85	2,121,965.89
010 - CASH FLOW RESERVE FUND	2,380,612.49	14,638.42	-	2,395,250.91
030 - CAPITAL RESERVE	(514.96)	310,172.47	56,167.33	253,490.18
031 - CAPITAL RSRV-BLDG MAINT	274,155.34	82,177.71	-	356,333.05
032 - CIP LARGE VEHICLE/EQUIPMENT	318,000.00	1,206,999.67	1,630,863.82	(105,864.15)
110 - ROAD USE TAX	5,937,455.97	1,384,381.99	1,728,952.51	5,592,885.45
112 - EMPLOYEE BENEFITS FUND	2,775,298.60	1,054,032.15	582,592.02	3,246,738.73
117 - POLICE/FIRE RETIREMENT	548,156.16	442,660.14	259,359.92	731,456.38
119 - EMERGENCY FUND	-	92,821.45	5,515.17	87,306.28
121 - LOCAL OPTION SALES TAX	4,513,756.99	1,297,413.28	790,826.91	5,020,343.36
125 - TAX INCREMENT FINANCING	465,193.03	234,234.63	91,500.00	607,927.66
126 - TIF-LMI	27,383.77	168.39	-	27,552.16
130 - CITY TORT LIABILITY	71,658.38	25,800.83	347,365.67	(249,906.46)
132 - GRANTS-STATE/LOCAL AGENCIES	(262,444.29)	250,000.00	271,930.00	(284,374.29)
140 - PARK & REC DONATION FUND	101,437.94	7,621.99	4,411.45	104,648.48
141 - MTOWN TENNIS ASSOC	1,766.29	10.86	-	1,777.15
142 - SOFTBALL ASSOCIATION FUND	(1,435.85)	10,165.30	16,053.81	(7,324.36)
144 - LIVE HEALTHY IOWA	1,518.28	3,524.89	-	5,043.17
145 - TORNADO GENERAL	143,981.30	15,098.52	955,032.47	(795,952.65)
146 - FEMA VALOR	(55,164.71)	-	-	(55,164.71)
147 - FEMA DEMO	(49,169.93)	-	3,090.00	(52,259.93)
148 - FEMA-COVID19	(19,078.56)	13,905.58	35,629.49	(40,802.47)
149 - FEMA - WINDS	-	-	1,513,925.31	(1,513,925.31)
150 - COPS FAST GRANTS	(8,109.02)	20,139.73	23,538.55	(11,507.84)
151 - DEPT OF JUSTICE GRANTS	(4,055.53)	4,403.13	349.50	(1.90)
152 - POLICE UNDESIGNATED GRANTS	(24,938.29)	16,950.38	39,234.39	(47,222.30)
153 - POLICE DEPT DONATION FUND	86,653.41	1,477.71	1,723.68	86,407.44
156 - FIRE DEPT DONATION FUND	6,522.62	40.11	-	6,562.73
157 - FIRE DEPT GRANTS	5,136.53	31.58	-	5,168.11
160 - ECONOMIC DEVELOPMENT GIFT	52,385.69	322.13	-	52,707.82
161 - SURETY DEPOSITS/SUBDIVIDER	10,928.99	67.20	-	10,996.19
170 - LIBRARY DONATION FUND	109,220.37	4,201.79	4,080.56	109,341.60
177 - SEIZED ASSETS (POLICE)	36,871.34	233.77	-	37,105.11
179 - OTHER COMM AND ECON DEVELOPMENT	78,010.32	479.68	-	78,490.00
180 - HOUSING GRANTS	27,430.10	168.67	-	27,598.77
182 - #4 HUD LEAD GRANT	100.00	-	100.00	-
183 - FY 08 EDI (ECON DEV INCENTIVE)	(13,389.25)	-	-	(13,389.25)
184 - VOUCHERS - 002, 003	90,853.88	428,599.88	401,133.76	118,320.00
189 - #6 HUD LEAD GRANT	(7,474.95)	142,543.56	147,065.17	(11,996.56)
200 - GO BONDS DEBT FUND	132,054.94	4,121,165.86	3,055,780.18	1,197,440.62
300 - CIP COLLECTION FUND	278,230.70	233,229.07	379,419.70	132,040.07
311 - RISE STREET GRANTS	-	-	16,721.70	(16,721.70)
312 - AIRPORT PROJECT FUND	(240,764.09)	2,037,249.53	23,559.13	1,772,926.31
320 - SPECIAL ASSESSMENT PROJECTS	(18,480.95)	88.00	-	(18,392.95)
340 - BIKE PATH PROJECT FUND	(96,269.36)	30,041.80	9,777.10	(76,004.66)
341 - TREES FOREVER PROJECT	13,400.87	107.43	-	13,508.30
350 - GO BONDS CAPITAL PROJECTS	8,903.48	54.74	-	8,958.22
354 - POLICE & FIRE STATIONS	670,433.34	5,401.28	45,412.74	630,421.88
355 - 2015 GO BONDS (D&D)	300,465.95	1,494.08	143,004.01	158,956.02
357 - 2018 CY STREET PROJECTS	-	-	38,756.15	(38,756.15)
360 - 2019 GO BONDS & PROJECTS	5,377,724.96	84,724.14	422,211.64	5,040,237.46
361 - LIBRARY BUILDING ADDITION	1,550.00	9.53	-	1,559.53
362 - 2020 GO BONDS	-	2,239,013.91	353,357.62	1,885,656.29
381 - 2019 CY STREET, SIDEWALK, PARKING PROJECTS	1,741,924.41	10,089.80	229,989.47	1,522,024.74
383 - COLISEUM REMODEL	2,075,348.03	205,242.49	1,419,528.93	861,061.59
392 - TIF DISTRICT III CAP PROJECTS	8,089.35	46.94	1,050.00	7,086.29
395 - ECONOMIC DEVELOPMENT PROJECT FUND	-	345,901.97	1,046,049.96	(700,147.99)
610 - WATER POLLUTION CONTROL	2,683.14	985,358.59	1,502,610.31	(514,568.58)
611 - WPCP REVENUE	15,968,833.94	2,915,607.24	985,358.59	17,899,082.59
612 - WPCP REVENUE BOND FUND	-	708,610.28	922,095.04	(213,484.76)
613 - SEWER I/I PROJECT	-	-	-	-
614 - WPCP CAPITAL IMPROVEMENT RSRV	1,068,085.66	6,567.67	-	1,074,653.33
615 - WPCP PLANT & IMPROVEMENTS	-	-	2,336.75	(2,336.75)
617 - SANITARY SEWER NEW CONSTRUCTN	117,721.90	400.00	-	118,121.90
618 - TORNADO-WPCP	(580.97)	-	-	(580.97)
690 - TRANSIT OPERATING	168,574.85	230,875.68	274,456.42	124,994.11
740 - STORM SEWER UTILITY	2,329,808.26	474,837.07	255,222.65	2,549,422.68
741 - 2016 GO STORM WATER PROJ	(0.51)	3,375,228.18	20,983.96	3,354,243.71
742 - TORNADO - STORM/SEWER	(898.25)	-	-	(898.25)
750 - COMPOSTING FACILITY	74,969.52	13,680.30	14,502.63	74,147.19
751 - TORNADO - COMPOST	(44,096.75)	44,096.75	-	-
760 - P&R CONCESSIONS ENTERPRISE	(19,975.15)	16,813.00	21,746.70	(24,908.85)
881 - OCCUPATIONAL INSURANCE ESCROW	73,494.97	50,217.50	13,340.12	110,372.35
884 - GROUP HEALTH INSURANCE ESCROW	1,914,112.63	972,736.39	1,188,651.25	1,698,197.77
886 - WORKMAN'S COMP DEDUCTIBLE FUND	36,948.30	226.40	302.00	36,872.70
910 - POLICE PENSION - T & A	-	3,408.28	4,255.35	(847.07)
913 - 911 COMMISSION	(46,533.92)	126,461.16	373,092.46	(293,165.22)
950 - SUBDIVIDER IMPROVEMENT ESCROW	-	-	-	-
951 - SALES TAX REIMBURSEMENT	(4,841.35)	3,466.32	3,498.00	(4,873.03)
952 - SURETY BONDS/DEPOSITS	3,503.12	203.60	-	3,706.72
	51,636,806.88	31,360,178.90	26,731,255.90	56,265,729.88

Account	Name	Ending Balance	Interest Rate
BalObject: 0110 - P&R Deposits			
<u>999.0110.100</u>	GWB P&R Deposits	<u>141,579.68</u>	1.75
Total BalObject: 0110 - P&R Deposits :		<u>141,579.68</u>	
BalObject: 0111 - Operating			
<u>999.0111.000</u>	UB&T Operating	62,073.49	0.00
<u>999.0111.100</u>	GWB Operating	<u>54,835,327.19</u>	1.75
Total BalObject: 0111 - Operating:		<u>54,897,400.68</u>	
BalObject: 0112 - COLISEUM			
<u>999.0112.100</u>	GWB COLISEUM	<u>1,103,016.05</u>	1.75
Total BalObject: 0112 - COLISEUM:		<u>1,103,016.05</u>	
BalObject: 0113 - Payroll			
<u>999.0113.100</u>	GWB Payroll	<u>44,292.85</u>	1.75
Total BalObject: 0113 - Payroll:		<u>44,292.85</u>	
BalObject: 0114 - Dev Inspections			
<u>999.0114.100</u>	GWB Dev Inspections	<u>32,407.24</u>	1.75
Total BalObject: 0114 - Dev Inspections:		<u>32,407.24</u>	
BalObject: 0115 - HUD Admin			
<u>999.0115.100</u>	GWB HUD Admin	<u>92,520.23</u>	1.75
Total BalObject: 0115 - HUD Admin:		<u>92,520.23</u>	
BalObject: 0116 - HUD HAP			
<u>999.0116.100</u>	GWB HUD HAP	<u>27,682.43</u>	1.75
Total BalObject: 0116 - HUD HAP:		<u>27,682.43</u>	
BalObject: 0117 - Police			
<u>999.0117.100</u>	GWB Police	<u>37,214.17</u>	1.75
Total BalObject: 0117 - Police:		<u>37,214.17</u>	
BalObject: 0120 - PETTY CASH			
<u>610.0120.000</u>	PETTY CASH	200.00	0.00
<u>750.0120.000</u>	PETTY CASH	<u>200.00</u>	0.00
Total BalObject: 0120 - PETTY CASH:		<u>400.00</u>	
BalObject: 0122 - PETTY CASH-CITY CLERK			
<u>001.0122.000</u>	PETTY CASH-CITY CLERK	<u>200.00</u>	0.00
Total BalObject: 0122 - PETTY CASH-CITY CLERK:		<u>200.00</u>	
BalObject: 0123 - PETTY CASH-LIBRARY			
<u>001.0123.000</u>	PETTY CASH-LIBRARY	<u>100.00</u>	0.00
Total BalObject: 0123 - PETTY CASH-LIBRARY:		<u>100.00</u>	
BalObject: 0125 - PETTY CASH-PARK			
<u>001.0125.000</u>	PETTY CASH-PARK	<u>225.00</u>	0.00
Total BalObject: 0125 - PETTY CASH-PARK:		<u>225.00</u>	
BalObject: 0130 - CASH HELD BY INSUR ADMI			
<u>885.0130.000</u>	CASH HELD BY INSUR ADMI	<u>1.00</u>	0.00
Total BalObject: 0130 - CASH HELD BY INSUR ADMI:		<u>1.00</u>	
BalObject: 0216 - GREAT WESTERN BANK MM			
<u>999.0216.000</u>	GREAT WESTERN BANK MM	<u>100.27</u>	0.00
Total BalObject: 0216 - GREAT WESTERN BANK MM:		<u>100.27</u>	
BalObject: 0999 - POOLED CASH			
<u>999.0999.000</u>	POOLED CASH	<u>(111,409.72)</u>	0.00
Total BalObject: 0999 - POOLED CASH:		<u>(111,409.72)</u>	
		<u>56,265,729.88</u>	



City of Marshalltown, IA

Monthly Budget Report - Marshalltown

Group Summary

For Fiscal: Current Period Ending: 10/31/2020

Account Typ...	October Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Fund: 001 - GENERAL FUND					
Revenue	3,163,903.91	5,450,047.28	5,052,036.33	-398,010.95	16,350,752.00
Expense	1,557,969.12	5,448,403.08	5,053,743.85	394,659.23	16,350,752.46
Total Fund: 001 - GENERAL FUND:	1,605,934.79	1,644.20	-1,707.52	-3,351.72	-0.46
Fund: 010 - CASH FLOW RESERVE FUND					
Revenue	3,273.69	35,104.64	14,638.42	-20,466.22	105,314.00
Total Fund: 010 - CASH FLOW RESERVE FUND:	3,273.69	35,104.64	14,638.42	-20,466.22	105,314.00
Fund: 030 - CAPITAL RESERVE					
Revenue	201.77	171,517.64	310,172.47	138,654.83	514,553.00
Expense	27,209.95	171,496.32	56,167.33	115,328.99	514,553.00
Total Fund: 030 - CAPITAL RESERVE:	-27,008.18	21.32	254,005.14	253,983.82	0.00
Fund: 031 - CAPITAL RSRV-BLDG MAINT					
Revenue	487.02	1,000.00	82,177.71	81,177.71	3,000.00
Expense	0.00	60,433.32	0.00	60,433.32	181,300.00
Total Fund: 031 - CAPITAL RSRV-BLDG MAINT:	487.02	-59,433.32	82,177.71	141,611.03	-178,300.00
Fund: 032 - CIP LARGE VEHICLE/EQUIPMENT					
Revenue	0.00	357,661.04	1,206,999.67	849,338.63	1,073,026.00
Expense	3,904.82	463,675.32	1,630,863.82	-1,167,188.50	1,391,026.00
Total Fund: 032 - CIP LARGE VEHICLE/EQUIPMENT:	-3,904.82	-106,014.28	-423,864.15	-317,849.87	-318,000.00
Fund: 110 - ROAD USE TAX					
Revenue	238,283.02	1,166,666.64	1,384,381.99	217,715.35	3,500,000.00
Expense	299,413.18	1,892,872.08	1,728,952.51	163,919.57	5,679,495.72
Total Fund: 110 - ROAD USE TAX:	-61,130.16	-726,205.44	-344,570.52	381,634.92	-2,179,495.72
Fund: 112 - EMPLOYEE BENEFITS FUND					
Revenue	991,385.66	929,967.28	1,054,032.15	124,064.87	2,789,902.00
Expense	0.00	905,344.00	582,592.02	322,751.98	2,716,032.00
Total Fund: 112 - EMPLOYEE BENEFITS FUND:	991,385.66	24,623.28	471,440.13	446,816.85	73,870.00
Fund: 117 - POLICE/FIRE RETIREMENT					
Revenue	414,183.13	418,793.24	442,660.14	23,866.90	1,256,380.00
Expense	0.00	408,599.52	259,359.92	149,239.60	1,226,284.00
Total Fund: 117 - POLICE/FIRE RETIREMENT:	414,183.13	10,193.72	183,300.22	173,106.50	30,096.00
Fund: 119 - EMERGENCY FUND					
Revenue	87,306.28	83,629.32	92,821.45	9,192.13	250,888.00

Monthly Budget Report - Marshalltown

For Fiscal: Current Period Ending: 10/31/2020

Account Typ...	October Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Expense	0.00	81,416.00	5,515.17	75,900.83	244,248.00
Total Fund: 119 - EMERGENCY FUND:	87,306.28	2,213.32	87,306.28	85,092.96	6,640.00
Fund: 121 - LOCAL OPTION SALES TAX					
Revenue	324,687.76	1,138,666.64	1,297,413.28	158,746.64	3,416,000.00
Expense	0.00	1,662,370.60	790,826.91	871,543.69	4,987,119.00
Total Fund: 121 - LOCAL OPTION SALES TAX:	324,687.76	-523,703.96	506,586.37	1,030,290.33	-1,571,119.00
Fund: 125 - TAX INCREMENT FINANCING					
Revenue	212,534.43	216,840.64	234,234.63	17,393.99	650,522.00
Expense	0.00	229,794.60	91,500.00	138,294.60	689,384.00
Total Fund: 125 - TAX INCREMENT FINANCING:	212,534.43	-12,953.96	142,734.63	155,688.59	-38,862.00
Fund: 126 - TIF-LMI					
Revenue	37.66	3.32	168.39	165.07	10.00
Total Fund: 126 - TIF-LMI:	37.66	3.32	168.39	165.07	10.00
Fund: 130 - CITY TORT LIABILITY					
Revenue	15,108.00	10,333.32	25,800.83	15,467.51	31,000.00
Expense	163,949.52	13,508.24	347,365.67	-333,857.43	40,525.00
Total Fund: 130 - CITY TORT LIABILITY:	-148,841.52	-3,174.92	-321,564.84	-318,389.92	-9,525.00
Fund: 132 - GRANTS-STATE/LOCAL AGENCIES					
Revenue	0.00	105,000.00	250,000.00	145,000.00	315,000.00
Expense	100,000.00	105,000.00	271,930.00	-166,930.00	315,000.00
Total Fund: 132 - GRANTS-STATE/LOCAL AGENCIES:	-100,000.00	0.00	-21,930.00	-21,930.00	0.00
Fund: 140 - PARK & REC DONATION FUND					
Revenue	948.04	16,966.64	7,621.99	-9,344.65	50,900.00
Expense	1,634.81	18,299.92	4,411.45	13,888.47	54,900.00
Total Fund: 140 - PARK & REC DONATION FUND:	-686.77	-1,333.28	3,210.54	4,543.82	-4,000.00
Fund: 141 - MTOWN TENNIS ASSOC					
Revenue	2.43	6.64	10.86	4.22	20.00
Total Fund: 141 - MTOWN TENNIS ASSOC:	2.43	6.64	10.86	4.22	20.00
Fund: 142 - SOFTBALL ASSOCIATION FUND					
Revenue	0.00	10,275.84	10,165.30	-110.54	30,840.00
Expense	1,250.56	10,270.28	16,053.81	-5,783.53	30,839.87
Total Fund: 142 - SOFTBALL ASSOCIATION FUND:	-1,250.56	5.56	-5,888.51	-5,894.07	0.13
Fund: 144 - LIVE HEALTHY IOWA					
Revenue	3,517.64	2,499.00	3,524.89	1,025.89	7,500.00
Expense	0.00	2,450.12	0.00	2,450.12	7,351.12
Total Fund: 144 - LIVE HEALTHY IOWA :	3,517.64	48.88	3,524.89	3,476.01	148.88
Fund: 145 - TORNADO GENERAL					
Revenue	0.00	157,104.92	15,098.52	-142,006.40	471,315.00
Expense	245,965.35	0.00	955,032.47	-955,032.47	0.00

Monthly Budget Report - Marshalltown

For Fiscal: Current Period Ending: 10/31/2020

Account Typ...		October Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
	Total Fund: 145 - TORNADO GENERAL:	-245,965.35	157,104.92	-939,933.95	-1,097,038.87	471,315.00
Fund: 146 - FEMA VALOR						
Revenue		0.00	18,748.60	0.00	-18,748.60	56,246.00
	Total Fund: 146 - FEMA VALOR:	0.00	18,748.60	0.00	-18,748.60	56,246.00
Fund: 147 - FEMA DEMO						
Revenue		0.00	20,000.00	0.00	-20,000.00	60,000.00
Expense		1,250.00	0.00	3,090.00	-3,090.00	0.00
	Total Fund: 147 - FEMA DEMO:	-1,250.00	20,000.00	-3,090.00	-23,090.00	60,000.00
Fund: 148 - FEMA-COVID19						
Revenue		13,905.58	0.00	13,905.58	13,905.58	0.00
Expense		6,674.06	0.00	35,629.49	-35,629.49	0.00
	Total Fund: 148 - FEMA-COVID19:	7,231.52	0.00	-21,723.91	-21,723.91	0.00
Fund: 149 - FEMA - WINDS						
Expense		853,107.06	0.00	1,513,925.31	-1,513,925.31	0.00
	Total Fund: 149 - FEMA - WINDS:	853,107.06	0.00	1,513,925.31	-1,513,925.31	0.00
Fund: 150 - COPS FAST GRANTS						
Revenue		4,021.55	18,326.00	20,139.73	1,813.73	55,000.00
Expense		11,507.83	17,269.36	23,538.55	-6,269.19	51,829.10
	Total Fund: 150 - COPS FAST GRANTS:	-7,486.28	1,056.64	-3,398.82	-4,455.46	3,170.90
Fund: 151 - DEPT OF JUSTICE GRANTS						
Revenue		0.00	7,832.84	4,403.13	-3,429.71	23,500.00
Expense		349.50	7,831.52	349.50	7,482.02	23,500.00
	Total Fund: 151 - DEPT OF JUSTICE GRANTS:	-349.50	1.32	4,053.63	4,052.31	0.00
Fund: 152 - POLICE UNDESIGNATED GRANTS						
Revenue		1,942.68	30,505.44	16,950.38	-13,555.06	91,553.00
Expense		13,103.63	27,290.96	39,234.39	-11,943.43	81,903.00
	Total Fund: 152 - POLICE UNDESIGNATED GRANTS:	-11,160.95	3,214.48	-22,284.01	-25,498.49	9,650.00
Fund: 153 - POLICE DEPT DONATION FUND						
Revenue		168.10	899.96	1,477.71	577.75	2,700.00
Expense		548.90	3,149.08	1,723.68	1,425.40	9,450.00
	Total Fund: 153 - POLICE DEPT DONATION FUND:	-380.80	-2,249.12	-245.97	2,003.15	-6,750.00
Fund: 156 - FIRE DEPT DONATION FUND						
Revenue		8.97	666.64	40.11	-626.53	2,000.00
Expense		0.00	1,666.64	0.00	1,666.64	5,000.00
	Total Fund: 156 - FIRE DEPT DONATION FUND:	8.97	-1,000.00	40.11	1,040.11	-3,000.00
Fund: 157 - FIRE DEPT GRANTS						
Revenue		7.06	20.00	31.58	11.58	60.00
	Total Fund: 157 - FIRE DEPT GRANTS:	7.06	20.00	31.58	11.58	60.00

Monthly Budget Report - Marshalltown

For Fiscal: Current Period Ending: 10/31/2020

Account Typ...	October Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Fund: 160 - ECONOMIC DEVELOPMENT GIFT					
Revenue	72.04	116.64	322.13	205.49	350.00
Total Fund: 160 - ECONOMIC DEVELOPMENT GIFT:	72.04	116.64	322.13	205.49	350.00
Fund: 161 - SURETY DEPOSITS/SUBDIVIDER					
Revenue	15.03	61.64	67.20	5.56	185.00
Total Fund: 161 - SURETY DEPOSITS/SUBDIVIDER:	15.03	61.64	67.20	5.56	185.00
Fund: 170 - LIBRARY DONATION FUND					
Revenue	1,456.09	7,099.96	4,201.79	-2,898.17	21,300.00
Expense	1,175.01	19,196.60	4,080.56	15,116.04	57,600.00
Total Fund: 170 - LIBRARY DONATION FUND:	281.08	-12,096.64	121.23	12,217.87	-36,300.00
Fund: 177 - SEIZED ASSETS (POLICE)					
Revenue	55.08	1,432.92	233.77	-1,199.15	4,300.00
Expense	0.00	1,332.92	0.00	1,332.92	4,000.00
Total Fund: 177 - SEIZED ASSETS (POLICE):	55.08	100.00	233.77	133.77	300.00
Fund: 179 - OTHER COMM AND ECON DEVELOPMENT					
Revenue	107.28	0.00	479.68	479.68	0.00
Total Fund: 179 - OTHER COMM AND ECON DEVELOPMENT:	107.28	0.00	479.68	479.68	0.00
Fund: 180 - HOUSING GRANTS					
Revenue	37.72	0.00	168.67	168.67	0.00
Total Fund: 180 - HOUSING GRANTS:	37.72	0.00	168.67	168.67	0.00
Fund: 182 - #4 HUD LEAD GRANT					
Expense	0.00	0.00	100.00	-100.00	0.00
Total Fund: 182 - #4 HUD LEAD GRANT:	0.00	0.00	100.00	-100.00	0.00
Fund: 183 - FY 08 EDI (ECON DEV INCENTIVE)					
Expense	0.00	213.24	0.00	213.24	640.00
Total Fund: 183 - FY 08 EDI (ECON DEV INCENTIVE):	0.00	213.24	0.00	213.24	640.00
Fund: 184 - VOUCHERS - 002, 003					
Revenue	95,450.57	359,755.96	428,599.88	68,843.92	1,079,630.00
Expense	98,455.68	351,460.00	401,133.76	-49,673.76	1,054,788.09
Total Fund: 184 - VOUCHERS - 002, 003:	-3,005.11	8,295.96	27,466.12	19,170.16	24,841.91
Fund: 189 - #6 HUD LEAD GRANT					
Revenue	44,832.59	483,484.32	142,543.56	-340,940.76	1,450,453.00
Expense	24,921.11	483,291.28	147,065.17	336,226.11	1,450,453.13
Total Fund: 189 - #6 HUD LEAD GRANT:	19,911.48	193.04	-4,521.61	-4,714.65	-0.13
Fund: 200 - GO BONDS DEBT FUND					
Revenue	355,209.12	1,406,172.48	4,121,165.86	2,714,993.38	4,219,648.00
Expense	10,649.50	1,395,691.28	3,055,780.18	-1,660,088.90	4,187,074.00
Total Fund: 200 - GO BONDS DEBT FUND:	344,559.62	10,481.20	1,065,385.68	1,054,904.48	32,574.00

Monthly Budget Report - Marshalltown

For Fiscal: Current Period Ending: 10/31/2020

Account Typ...	October Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Fund: 300 - CIP COLLECTION FUND					
Revenue	218,446.11	209,408.28	233,229.07	23,820.79	628,225.00
Expense	0.00	206,517.64	379,419.70	-172,902.06	619,553.00
Total Fund: 300 - CIP COLLECTION FUND:	218,446.11	2,890.64	-146,190.63	-149,081.27	8,672.00
Fund: 311 - RISE STREET GRANTS					
Revenue	0.00	533,333.32	0.00	-533,333.32	1,600,000.00
Expense	1,456.75	531,999.96	16,721.70	515,278.26	1,596,000.00
Total Fund: 311 - RISE STREET GRANTS:	-1,456.75	1,333.36	-16,721.70	-18,055.06	4,000.00
Fund: 312 - AIRPORT PROJECT FUND					
Revenue	2,423.13	1,045,333.32	2,037,249.53	991,916.21	3,136,000.00
Expense	10,226.83	1,045,333.32	23,559.13	1,021,774.19	3,136,000.00
Total Fund: 312 - AIRPORT PROJECT FUND:	-7,803.70	0.00	2,013,690.40	2,013,690.40	0.00
Fund: 320 - SPECIAL ASSESSMENT PROJECTS					
Revenue	0.00	1,666.64	88.00	-1,578.64	5,000.00
Total Fund: 320 - SPECIAL ASSESSMENT PROJECTS:	0.00	1,666.64	88.00	-1,578.64	5,000.00
Fund: 340 - BIKE PATH PROJECT FUND					
Revenue	0.00	34,180.00	30,041.80	-4,138.20	102,540.00
Expense	1,675.80	34,179.96	9,777.10	24,402.86	102,540.00
Total Fund: 340 - BIKE PATH PROJECT FUND:	-1,675.80	0.04	20,264.70	20,264.66	0.00
Fund: 341 - TREES FOREVER PROJECT					
Revenue	43.46	3,333.32	107.43	-3,225.89	10,000.00
Expense	0.00	3,333.32	0.00	3,333.32	10,000.00
Total Fund: 341 - TREES FOREVER PROJECT:	43.46	0.00	107.43	107.43	0.00
Fund: 350 - GO BONDS CAPITAL PROJECTS					
Revenue	12.24	0.00	54.74	54.74	0.00
Total Fund: 350 - GO BONDS CAPITAL PROJECTS:	12.24	0.00	54.74	54.74	0.00
Fund: 354 - POLICE & FIRE STATIONS					
Revenue	861.62	0.00	5,401.28	5,401.28	0.00
Expense	15,246.04	0.00	45,412.74	-45,412.74	0.00
Total Fund: 354 - POLICE & FIRE STATIONS:	-14,384.42	0.00	-40,011.46	-40,011.46	0.00
Fund: 355 - 2015 GO BONDS (D&D)					
Revenue	217.25	7,166.64	1,494.08	-5,672.56	21,500.00
Expense	36,158.66	42,353.00	143,004.01	-100,651.01	127,100.00
Total Fund: 355 - 2015 GO BONDS (D&D):	-35,941.41	-35,186.36	-141,509.93	-106,323.57	-105,600.00
Fund: 357 - 2018 CY STREET PROJECTS					
Revenue	0.00	16,666.64	0.00	-16,666.64	50,000.00
Expense	0.00	16,660.00	38,756.15	-22,096.15	50,000.00
Total Fund: 357 - 2018 CY STREET PROJECTS:	0.00	6.64	-38,756.15	-38,762.79	0.00

Monthly Budget Report - Marshalltown

For Fiscal: Current Period Ending: 10/31/2020

Account Typ...	October Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Fund: 360 - 2019 GO BONDS & PROJECTS					
Revenue	6,888.70	156,604.00	84,724.14	-71,879.86	470,000.00
Expense	109,492.86	1,291,150.00	422,211.64	868,938.36	3,875,000.00
Total Fund: 360 - 2019 GO BONDS & PROJECTS:	-102,604.16	-1,134,546.00	-337,487.50	797,058.50	-3,405,000.00
Fund: 361 - LIBRARY BUILDING ADDITION					
Revenue	2.13	558,110.00	9.53	-558,100.47	1,675,000.00
Expense	0.00	558,110.00	0.00	558,110.00	1,675,000.00
Total Fund: 361 - LIBRARY BUILDING ADDITION:	2.13	0.00	9.53	9.53	0.00
Fund: 362 - 2020 GO BONDS					
Revenue	2,577.20	661,068.80	2,239,013.91	1,577,945.11	1,984,000.00
Expense	7,131.62	661,242.08	353,357.62	307,884.46	1,984,000.00
Total Fund: 362 - 2020 GO BONDS:	-4,554.42	-173.28	1,885,656.29	1,885,829.57	0.00
Fund: 381 - 2019 CY STREET,SIDEWALK,PARKING PROJECTS					
Revenue	2,080.21	323,233.32	10,089.80	-313,143.52	969,700.00
Expense	17,268.05	489,899.96	229,989.47	259,910.49	1,469,700.00
Total Fund: 381 - 2019 CY STREET,SIDEWALK,PARKING PROJECTS:	-15,187.84	-166,666.64	-219,899.67	-53,233.03	-500,000.00
Fund: 383 - COLISEUM REMODEL					
Revenue	101,915.41	16,060.24	205,242.49	189,182.25	48,200.00
Expense	243,153.74	518,917.64	1,419,528.93	-900,611.29	1,556,783.00
Total Fund: 383 - COLISEUM REMODEL:	-141,238.33	-502,857.40	-1,214,286.44	-711,429.04	-1,508,583.00
Fund: 392 - TIF DISTRICT III CAP PROJECTS					
Revenue	9.69	0.00	46.94	46.94	0.00
Expense	0.00	0.00	1,050.00	-1,050.00	0.00
Total Fund: 392 - TIF DISTRICT III CAP PROJECTS:	9.69	0.00	-1,003.06	-1,003.06	0.00
Fund: 395 - ECONOMIC DEVELOPMENT PROJECT FUND					
Revenue	0.00	0.00	345,901.97	345,901.97	0.00
Expense	700,147.99	0.00	1,046,049.96	-1,046,049.96	0.00
Total Fund: 395 - ECONOMIC DEVELOPMENT PROJECT FUND:	-700,147.99	0.00	-700,147.99	-700,147.99	0.00
Fund: 610 - WATER POLLUTION CONTROL					
Revenue	0.00	2,520,256.00	985,358.59	-1,534,897.41	7,560,768.00
Expense	517,251.72	2,520,006.16	1,502,610.31	1,017,395.85	7,560,768.41
Total Fund: 610 - WATER POLLUTION CONTROL:	-517,251.72	249.84	-517,251.72	-517,501.56	-0.41
Fund: 611 - WPCP REVENUE					
Revenue	559,792.97	2,594,098.56	2,915,607.24	321,508.68	7,782,296.00
Expense	0.00	2,570,236.00	985,358.59	1,584,877.41	7,710,768.00
Total Fund: 611 - WPCP REVENUE:	559,792.97	23,862.56	1,930,248.65	1,906,386.09	71,528.00
Fund: 612 - WPCP REVENUE BOND FUND					
Revenue	106,488.74	49,980.00	708,610.28	658,630.28	150,000.00
Expense	133,419.43	50,000.00	922,095.04	-872,095.04	150,000.00

Monthly Budget Report - Marshalltown

For Fiscal: Current Period Ending: 10/31/2020

Account Typ...	October Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Total Fund: 612 - WPCP REVENUE BOND FUND:	-26,930.69	-20.00	-213,484.76	-213,464.76	0.00
Fund: 614 - WPCP CAPITAL IMPROVEMENT RSRV					
Revenue	1,468.77	8,333.32	6,567.67	-1,765.65	25,000.00
Total Fund: 614 - WPCP CAPITAL IMPROVEMENT RSRV:	1,468.77	8,333.32	6,567.67	-1,765.65	25,000.00
Fund: 615 - WPCP PLANT & IMPROVEMENTS					
Expense	0.00	0.00	2,336.75	-2,336.75	0.00
Total Fund: 615 - WPCP PLANT & IMPROVEMENTS:	0.00	0.00	2,336.75	-2,336.75	0.00
Fund: 617 - SANITARY SEWER NEW CONSTRUCTN					
Revenue	77.00	5,166.64	400.00	-4,766.64	15,500.00
Total Fund: 617 - SANITARY SEWER NEW CONSTRUCTN:	77.00	5,166.64	400.00	-4,766.64	15,500.00
Fund: 690 - TRANSIT OPERATING					
Revenue	22,100.02	269,034.88	230,875.68	-38,159.20	807,105.00
Expense	73,289.75	267,236.08	274,456.42	-7,220.34	801,936.92
Total Fund: 690 - TRANSIT OPERATING:	-51,189.73	1,798.80	-43,580.74	-45,379.54	5,168.08
Fund: 740 - STORM SEWER UTILITY					
Revenue	128,527.88	495,666.64	474,837.07	-20,829.57	1,487,000.00
Expense	43,854.82	319,272.48	255,222.65	64,049.83	958,024.69
Total Fund: 740 - STORM SEWER UTILITY:	84,673.06	176,394.16	219,614.42	43,220.26	528,975.31
Fund: 741 - 2016 GO STORM WATER PROJ					
Revenue	4,584.38	893,333.32	3,375,228.18	2,481,894.86	2,680,000.00
Expense	11,714.46	893,333.32	20,983.96	872,349.36	2,680,000.00
Total Fund: 741 - 2016 GO STORM WATER PROJ:	-7,130.08	0.00	3,354,244.22	3,354,244.22	0.00
Fund: 750 - COMPOSTING FACILITY					
Revenue	1,193.12	20,016.52	13,680.30	-6,336.22	60,050.00
Expense	4,014.15	20,698.32	14,502.63	6,195.69	62,119.63
Total Fund: 750 - COMPOSTING FACILITY:	-2,821.03	-681.80	-822.33	-140.53	-2,069.63
Fund: 751 - TORNADO - COMPOST					
Revenue	0.00	205,467.28	44,096.75	-161,370.53	616,439.00
Total Fund: 751 - TORNADO - COMPOST:	0.00	205,467.28	44,096.75	-161,370.53	616,439.00
Fund: 760 - P&R CONCESSIONS ENTERPRISE					
Revenue	0.00	13,666.64	16,813.00	3,146.36	41,000.00
Expense	1,039.66	13,428.84	21,746.70	-8,317.86	40,294.17
Total Fund: 760 - P&R CONCESSIONS ENTERPRISE:	-1,039.66	237.80	-4,933.70	-5,171.50	705.83
Fund: 881 - OCCUPATIONAL INSURANCE ESCROW					
Revenue	16,334.55	0.00	50,217.50	50,217.50	0.00
Expense	5,594.85	0.00	13,340.12	-13,340.12	0.00
Total Fund: 881 - OCCUPATIONAL INSURANCE ESCROW:	10,739.70	0.00	36,877.38	36,877.38	0.00

Monthly Budget Report - Marshalltown

For Fiscal: Current Period Ending: 10/31/2020

Account Typ...	October Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Fund: 884 - GROUP HEALTH INSURANCE ESCROW					
Revenue	231,319.18	0.00	972,736.39	972,736.39	0.00
Expense	279,225.10	0.00	1,188,651.25	-1,188,651.25	0.00
Total Fund: 884 - GROUP HEALTH INSURANCE ESCROW:	-47,905.92	0.00	-215,914.86	-215,914.86	0.00
Fund: 886 - WORKMAN'S COMP DEDUCTIBLE FUND					
Revenue	50.40	0.00	226.40	226.40	0.00
Expense	0.00	0.00	302.00	-302.00	0.00
Total Fund: 886 - WORKMAN'S COMP DEDUCTIBLE FUND:	50.40	0.00	-75.60	-75.60	0.00
Fund: 910 - POLICE PENSION - T & A					
Revenue	0.00	0.00	3,408.28	3,408.28	0.00
Expense	851.07	0.00	4,255.35	-4,255.35	0.00
Total Fund: 910 - POLICE PENSION - T & A:	-851.07	0.00	-847.07	-847.07	0.00
Fund: 913 - 911 COMMISION					
Revenue	45.31	0.00	126,461.16	126,461.16	0.00
Expense	115,661.63	0.00	373,092.46	-373,092.46	0.00
Total Fund: 913 - 911 COMMISION:	-115,616.32	0.00	-246,631.30	-246,631.30	0.00
Report Total:	1,629,694.80	-2,567,842.60	4,628,751.08	7,196,593.68	-7,711,465.31

Fund Summary

Fund	October Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
001 - GENERAL FUND	1,605,934.79	1,644.20	-1,707.52	-3,351.72	-0.46
010 - CASH FLOW RESERVE FUND	3,273.69	35,104.64	14,638.42	-20,466.22	105,314.00
030 - CAPITAL RESERVE	-27,008.18	21.32	254,005.14	253,983.82	0.00
031 - CAPITAL RSRV-BLDG MAINT	487.02	-59,433.32	82,177.71	141,611.03	-178,300.00
032 - CIP LARGE VEHICLE/EQUIPMI	-3,904.82	-106,014.28	-423,864.15	-317,849.87	-318,000.00
110 - ROAD USE TAX	-61,130.16	-726,205.44	-344,570.52	381,634.92	-2,179,495.72
112 - EMPLOYEE BENEFITS FUND	991,385.66	24,623.28	471,440.13	446,816.85	73,870.00
117 - POLICE/FIRE RETIREMENT	414,183.13	10,193.72	183,300.22	173,106.50	30,096.00
119 - EMERGENCY FUND	87,306.28	2,213.32	87,306.28	85,092.96	6,640.00
121 - LOCAL OPTION SALES TAX	324,687.76	-523,703.96	506,586.37	1,030,290.33	-1,571,119.00
125 - TAX INCREMENT FINANCING	212,534.43	-12,953.96	142,734.63	155,688.59	-38,862.00
126 - TIF-LMI	37.66	3.32	168.39	165.07	10.00
130 - CITY TORT LIABILITY	-148,841.52	-3,174.92	-321,564.84	-318,389.92	-9,525.00
132 - GRANTS-STATE/LOCAL AGEN	-100,000.00	0.00	-21,930.00	-21,930.00	0.00
140 - PARK & REC DONATION FUNI	-686.77	-1,333.28	3,210.54	4,543.82	-4,000.00
141 - MTOWN TENNIS ASSOC	2.43	6.64	10.86	4.22	20.00
142 - SOFTBALL ASSOCIATION FUN	-1,250.56	5.56	-5,888.51	-5,894.07	0.13
144 - LIVE HEALTHY IOWA	3,517.64	48.88	3,524.89	3,476.01	148.88
145 - TORNADO GENERAL	-245,965.35	157,104.92	-939,933.95	-1,097,038.87	471,315.00
146 - FEMA VALOR	0.00	18,748.60	0.00	-18,748.60	56,246.00
147 - FEMA DEMO	-1,250.00	20,000.00	-3,090.00	-23,090.00	60,000.00
148 - FEMA-COVID19	7,231.52	0.00	-21,723.91	-21,723.91	0.00
149 - FEMA - WINDS	-853,107.06	0.00	-1,513,925.31	-1,513,925.31	0.00
150 - COPS FAST GRANTS	-7,486.28	1,056.64	-3,398.82	-4,455.46	3,170.90
151 - DEPT OF JUSTICE GRANTS	-349.50	1.32	4,053.63	4,052.31	0.00
152 - POLICE UNDESIGNATED GRAI	-11,160.95	3,214.48	-22,284.01	-25,498.49	9,650.00
153 - POLICE DEPT DONATION FUN	-380.80	-2,249.12	-245.97	2,003.15	-6,750.00
156 - FIRE DEPT DONATION FUND	8.97	-1,000.00	40.11	1,040.11	-3,000.00
157 - FIRE DEPT GRANTS	7.06	20.00	31.58	11.58	60.00
160 - ECONOMIC DEVELOPMENT C	72.04	116.64	322.13	205.49	350.00
161 - SURETY DEPOSITS/SUBDIVIDI	15.03	61.64	67.20	5.56	185.00
170 - LIBRARY DONATION FUND	281.08	-12,096.64	121.23	12,217.87	-36,300.00
177 - SEIZED ASSETS (POLICE)	55.08	100.00	233.77	133.77	300.00
179 - OTHER COMM AND ECON DE	107.28	0.00	479.68	479.68	0.00
180 - HOUSING GRANTS	37.72	0.00	168.67	168.67	0.00
182 - #4 HUD LEAD GRANT	0.00	0.00	-100.00	-100.00	0.00
183 - FY 08 EDI (ECON DEV INCENT	0.00	-213.24	0.00	213.24	-640.00
184 - VOUCHERS - 002, 003	-3,005.11	8,295.96	27,466.12	19,170.16	24,841.91
189 - #6 HUD LEAD GRANT	19,911.48	193.04	-4,521.61	-4,714.65	-0.13
200 - GO BONDS DEBT FUND	344,559.62	10,481.20	1,065,385.68	1,054,904.48	32,574.00

Monthly Budget Report - Marshalltown
For Fiscal: Current Period Ending: 10/31/2020

300 - CIP COLLECTION FUND	218,446.11	2,890.64	-146,190.63	-149,081.27	8,672.00
311 - RISE STREET GRANTS	-1,456.75	1,333.36	-16,721.70	-18,055.06	4,000.00
312 - AIRPORT PROJECT FUND	-7,803.70	0.00	2,013,690.40	2,013,690.40	0.00
320 - SPECIAL ASSESSMENT PROJEC	0.00	1,666.64	88.00	-1,578.64	5,000.00
340 - BIKE PATH PROJECT FUND	-1,675.80	0.04	20,264.70	20,264.66	0.00
341 - TREES FOREVER PROJECT	43.46	0.00	107.43	107.43	0.00
350 - GO BONDS CAPITAL PROJECT	12.24	0.00	54.74	54.74	0.00
354 - POLICE & FIRE STATIONS	-14,384.42	0.00	-40,011.46	-40,011.46	0.00
355 - 2015 GO BONDS (D&D)	-35,941.41	-35,186.36	-141,509.93	-106,323.57	-105,600.00
357 - 2018 CY STREET PROJECTS	0.00	6.64	-38,756.15	-38,762.79	0.00
360 - 2019 GO BONDS & PROJECTS	-102,604.16	-1,134,546.00	-337,487.50	797,058.50	-3,405,000.00
361 - LIBRARY BUILDING ADDITION	2.13	0.00	9.53	9.53	0.00
362 - 2020 GO BONDS	-4,554.42	-173.28	1,885,656.29	1,885,829.57	0.00
381 - 2019 CY STREET,SIDEWALK,P	-15,187.84	-166,666.64	-219,899.67	-53,233.03	-500,000.00
383 - COLISEUM REMODEL	-141,238.33	-502,857.40	-1,214,286.44	-711,429.04	-1,508,583.00
392 - TIF DISTRICT III CAP PROJECT	9.69	0.00	-1,003.06	-1,003.06	0.00
395 - ECONOMIC DEVELOPMENT P	-700,147.99	0.00	-700,147.99	-700,147.99	0.00
610 - WATER POLLUTION CONTROL	-517,251.72	249.84	-517,251.72	-517,501.56	-0.41
611 - WPCP REVENUE	559,792.97	23,862.56	1,930,248.65	1,906,386.09	71,528.00
612 - WPCP REVENUE BOND FUND	-26,930.69	-20.00	-213,484.76	-213,464.76	0.00
614 - WPCP CAPITAL IMPROVEMENT	1,468.77	8,333.32	6,567.67	-1,765.65	25,000.00
615 - WPCP PLANT & IMPROVEMENT	0.00	0.00	-2,336.75	-2,336.75	0.00
617 - SANITARY SEWER NEW CONSTRUCTION	77.00	5,166.64	400.00	-4,766.64	15,500.00
690 - TRANSIT OPERATING	-51,189.73	1,798.80	-43,580.74	-45,379.54	5,168.08
740 - STORM SEWER UTILITY	84,673.06	176,394.16	219,614.42	43,220.26	528,975.31
741 - 2016 GO STORM WATER PROJECT	-7,130.08	0.00	3,354,244.22	3,354,244.22	0.00
750 - COMPOSTING FACILITY	-2,821.03	-681.80	-822.33	-140.53	-2,069.63
751 - TORNADO - COMPOST	0.00	205,467.28	44,096.75	-161,370.53	616,439.00
760 - P&R CONCESSIONS ENTERPRISE	-1,039.66	237.80	-4,933.70	-5,171.50	705.83
881 - OCCUPATIONAL INSURANCE	10,739.70	0.00	36,877.38	36,877.38	0.00
884 - GROUP HEALTH INSURANCE	-47,905.92	0.00	-215,914.86	-215,914.86	0.00
886 - WORKMAN'S COMP DEDUCT	50.40	0.00	-75.60	-75.60	0.00
910 - POLICE PENSION - T & A	-851.07	0.00	-847.07	-847.07	0.00
913 - 911 COMMISSION	-115,616.32	0.00	-246,631.30	-246,631.30	0.00
Report Total:	1,629,694.80	-2,567,842.60	4,628,751.08	7,196,593.68	-7,711,465.31

**RESOLUTION APPROVING FEES CHARGED BY THE PARKS AND
RECREATION DEPARTMENT FOR THE RENTAL AND USE OF THE
VETERANS MEMORIAL COLISEUM**

WHEREAS, the Parks and Recreation Department of the City of Marshalltown, Iowa, proposes that it be authorized to charge fees for rentals and use of the Veterans Memorial Coliseum; and

WHEREAS, the City Council has fully examined this proposal for fees, has found it to be in the best interests of the City of Marshalltown, Iowa, and that the same should now be approved and accepted.

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

Section 1. This Council hereby approves in all respects and particulars the proposed rental fees for the Veterans Memorial Coliseum to be charged by the Parks and Recreation Department of the City of Marshalltown, Iowa, as described and incorporated herein:

	Weekday Hourly	Weekday All Day	Weekend Hourly	Weekend All Day
Half Gym (1 Court)	\$25	\$300	\$50	\$400
Whole Gym	\$50	\$600	\$100	\$800
Flex Rooms	\$25	\$300	\$50	\$400
Multi-Room Discount	\$5	\$50	\$5	\$50
Conference Room*	\$25	\$300	\$50	\$400
*Free for non-profits/service clubs, M-F, 7 am-5 pm				
Additional Fees:				
Daily Drop-in Fee (Adults)				\$3/hr
Bounce House				\$75/2 hrs
Tournament Fee				\$200/day
Large Event Fee/Setup/Tear Down (includes setup Fri night & cleanup Sun)				\$600/event
Deposit for all day/large events/tournaments				\$500

Passed this 28th day of December, 2020, and signed this _____ day of December, 2020.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

**RESOLUTION APPROVING THE LIQUOR LICENSE APPLICATION
PROCESS FOR THE VETERAN'S MEMORIAL COLISEUM**

WHEREAS, the alcohol licensing process is a cooperative effort between the City of Marshalltown, Iowa and the State of Iowa Alcohol Beverages Division; and

WHEREAS, to be eligible to hold a liquor, wine, or beer license, the license applicant is required to meet the standards of 'good moral character'. Under Iowa law, applicants are considered to be of 'good moral character' if the licensee fulfills the following criteria: is a U.S. citizen and an Iowa resident, incorporated to do business in the state. The corporation must be registered and in good standing with the Iowa Secretary of State's office; Has not been convicted of a felony during the past five years. If an applicant has a felony conviction, the applicant is not eligible to hold an Iowa alcoholic beverages license unless the felony conviction is more than five years old and the applicant's rights of citizenship have been restored; Has not had any financial interest in an Iowa liquor, wine or beer license, that was revoked during the past two years; Has 'financial standing' and 'good reputation' to indicate that the applicant will comply with all laws and rules governing the license; and

WHEREAS, the City of Marshalltown meets said applicant requirements and desires to apply for a liquor license for the Veteran's Memorial Coliseum; and

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

Section 1. The Parks and Recreation Director of the City of Marshalltown is hereby authorized to apply for a liquor license on behalf of the City of Marshalltown for use at the Veteran's Memorial Coliseum.

Section 2. Park and Recreation staff will be adequately trained on alcohol sales and procedures per the State of Iowa Alcohol Beverages Division.

Passed this 28th day of December 2020, and signed this _____ day of December, 2020.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

**RESOLUTION APPROVING A MODIFICATION OF AN AGREEMENT
WITH THE FISHER COMMUNITY CENTER BOARD OF TRUSTEES AND
THE FISHER GOVERNOR FOUNDATION FOR THE PUBLIC USE
OF THE FISHER COMMUNITY CENTER**

WHEREAS, the City of Marshalltown has previously entered into a Lease Agreement for the public use of the Fisher Community Center, and

WHEREAS, as a result of the derecho on August 10, 2020, there has been substantial damage to the Fisher Community Center with the result that public use is not currently possible, and

WHEREAS, it is deemed necessary that the annual tax levied by the City should continue and the Lease Agreement should be modified in accordance with the attached Modification.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Marshalltown, Iowa:

1. The attached Modification of Agreement for the public use of the Fisher Community Center is hereby approved and the Mayor is directed to execute the agreement.

Dated this ____ day of _____, 2020.

Signed this ____ day of _____, 2020.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

MODIFICATION OF LEASE AGREEMENT
FOR THE PUBLIC USE OF THE FISHER COMMUNITY CENTER

Whereas, a Lease Agreement for the Fisher Community Center, located at 709 South Center Street, Marshalltown, Iowa, between the City of Marshalltown, Iowa (the City), the Fisher Community Center Board of Trustees (the Trustees) and the Fisher Governor Foundation (the Foundation) was approved by the City on the 11th day of June 2019, and

Whereas, public use was defined in the Lease Agreement as "... use on a monthly basis by local service organizations/clubs, public schools, veteran's organizations, and other nonprofit entities.", and

Whereas, the Fisher Community Center suffered severe damage during the derecho on August 10, 2020, and has been closed for repairs since that time and is not available for public use at this time, and

Whereas, the repair of the Fisher Community Center is still underway with the express intent of the Foundation that it would again be utilized for public use, and

Whereas, it is deemed necessary that the funds provided by the City are essential to facilitate repairs in order to allow utilization of the facility by the public.

IT IS THEREFORE AGREED AS FOLLOWS:

1. The Lease Agreement shall be modified as set out herein,
2. The City shall continue to levy a tax to generate \$100,000.00 for the rent, maintenance, insurance, and taxes of the Fisher Community Center and shall remit payments to the Trustees on a monthly basis.
3. The Trustees and the Foundation shall make reports to the City on a quarterly basis as to progress of repair with the intent to restore public use.
4. That in all other respects the Lease Agreement approved by the City on the 11th day of June 2019, is reaffirmed.

Dated this ____ day of _____, 2020.

Signed this _____ day of _____, 2020. CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

Signed this _____ day of _____, 2020. Fisher Community Center Board of Trustees

By _____
President

Signed this _____ day of _____, 2020. The Fisher Governor Foundation

By _____
President

**RESOLUTION WAIVING CONFLICT OF INTERESTS RELATED TO AHLERS & COONEY,
P.C.'S REPRESENTATION OF THE MARSHALLTOWN COMMUNITY SCHOOL DISTRICT IN
AN EXCHANGE OF REAL PROPERTY**

WHEREAS, the City of Marshalltown utilizes Ahlers & Cooney, P.C. for legal issues pertaining to collective bargaining and employment law; and

WHEREAS, the Marshalltown Community School District utilizes Ahlers & Cooney, P.C. for general representation; and

WHEREAS, the City and the School District are working on the exchange of properties which requires legal review and work; and

WHEREAS, Ahlers & Cooney, P.C. has identified a potential conflict of interest by representing the Marshalltown Community School District due to the City of Marshalltown also being a client; and

WHEREAS, the City of Marshalltown is using Roger Schoell, City Attorney, in the land exchange transaction and is not consulting or obtaining legal advice from Ahlers & Cooney P.C. for the real property exchange;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, hereby waives and consents to any actual, potential, or perceived conflict of interest associated with Ahlers & Cooney, P.C.'s representation of Marshalltown Community School District and the City of Marshalltown with respect to the above-referenced transaction.

Passed this 28th day of December, 2020, and signed this _____ day of December, 2020.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk



Ahlers & Cooney, P.C.
Attorneys at Law

100 Court Avenue, Suite 600
Des Moines, Iowa 50309-2231

Phone: 515-243-7611

Fax: 515-243-2149

www.ahlerslaw.com

Conner L. Wasson

515.246.0341

cwasson@ahlerslaw.com

December 14, 2020

via email to tschutte@marshalltown.k12.ia.us

Dr. Theron J. Schutte, Superintendent
Marshalltown Community Schools
1002 S. 3rd Avenue
Marshalltown, IA 50158

via email to jkinser@marshalltown-ia.gov

Jessica Kinser, City Administrator
City of Marshalltown
24 N. Center Street
Marshalltown, IA 50158

RE Conflict Waiver

Dear Superintendent Schutte and Ms. Kinser:

Our firm represents both the Marshalltown Community School District (“District”) and the City of Marshalltown (“City”) in different capacities. Recently, we have been asked to represent the District in an exchange of real property with the City. It is our understanding the City attorney, Roger Schoell, will be the attorney representing the City in this matter. We would be pleased to do this work for the District; however, it is our duty to inform you that this firm regularly represents the City in other unrelated matters, including labor relations, (“City Representation”) creating an ethical conflict of interest for our firm.

While matters involving exchange of property are not within the scope of the City Representation, such representation is a concurrent conflict of interest under the ethical standards governing the practice of law in Iowa. A concurrent conflict of interest exists under Iowa rules if (1) *the representation of one client will be directly adverse to another client*; or (2) there is a significant risk that the representation of one or more clients will be materially limited by the lawyer’s responsibilities to another client, a former client, or a third person or by a personal interest of the lawyer. We know that the second condition stated above does not apply to this situation, as noted above, but our firm’s representation of the District related to the exchange of property will be directly adverse to the City, which is also a firm client, creating a concurrent conflict of interest.

The state’s ethical rules allow a law firm to concurrently represent two adverse parties if (1) the lawyer reasonably believes that the lawyer will be able to provide competent and diligent representation to each affected client; (2) the representation is not prohibited by law; (3) the representation does not involve the assertion of a claim by one client against another represented by the lawyer in the same litigation or other proceeding before a tribunal; and (4) each affected client gives informed consent, confirmed in writing. We believe confidently that our attorneys will be able to provide competent and diligent representation to each of their affected clients as the matters being addressed are totally unrelated, the representation is not prohibited by law, and

August 14, 2020

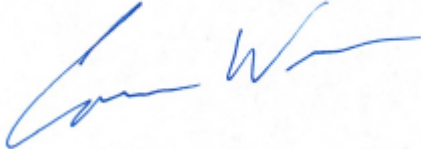
Page 2

there will not be an assertion of a claim as described. The purpose of this letter is to seek the written consent of the District and the City in order to proceed.

Please feel free to contact me with any questions or concerns. If you consent to the concurrent representation, please so indicate below and return a copy of this fully executed letter to my attention. Thank you.

Very truly yours,

AHLERS & COONEY, P.C.

A handwritten signature in blue ink, appearing to read "Conner Wasson", is written over a faint, circular embossed seal. The seal contains the text "AHLERS & COONEY, P.C." and "ATTORNEYS AT LAW" around a central emblem.

Conner L. Wasson

01806250-1\15901-000

August 14, 2020

Page 3

The Board of Directors of the Marshalltown Community School District hereby waives and consents to any actual, potential, or perceived conflict of interest associated with Ahlers & Cooney, P.C.'s representation of Marshalltown Community School District and the City of Marshalltown with respect to the above-referenced transaction.

Dated this _____ day of _____, 2020.

MARSHALLTOWN COMMUNITY SCHOOL DISTRICT:

By: _____
Board President

By: _____
Board Secretary

01806250-1\15901-000

August 14, 2020

Page 4

The City Council of the City of Marshalltown hereby waives and consents to any actual, potential, or perceived conflict of interest associated with Ahlers & Cooney, P.C.'s representation of Marshalltown Community School District and the City of Marshalltown with respect to the above-referenced transaction.

Dated this ____ day of _____, 2020.

CITY OF MARSHALLTOWN:

By: _____
Mayor

By: _____
City Clerk

01806250-1\15901-000

**TENTATIVE RESOLUTION AND SETTING OF PUBLIC HEARING
FOR PROVIDING FOR THE VACATION, CONVEYANCE, AND
TRANSFER OF STREET AND ALLEY HEREIN DESCRIBED FROM
THE CITY OF MARSHALLTOWN, IOWA, TO THE
MARSHALLTOWN COMMUNITY SCHOOL DISTRICT**

WHEREAS, the Council of the City of Marshalltown, Iowa, proposing to vacate, transfer, and convey subject to existing easements and restrictions of record, if any, of the described as follows:

THE SOUTH 106.00' OF THE NORTH-SOUTH ALLEY LOCATED BETWEEN LOTS 10, 11, 12, AND 13, BLOCK 3, ANSON'S FIFTH SUBDIVISION TO MARSHALLTOWN, MARSHALL COUNTY, IOWA, CONTAINING 0.35 ACRES (1,590 SQUARE FEET

THE SOUTH 106.00' OF VACATED SOUTH FOURTH AVENUE ADJACENT TO LOTS 12 AND 13, BLOCK 3, ANSON'S FIFTH SUBDIVISION TO MARSHALLTOWN, MARSHALL COUNTY, IOWA, CONTAINING 0.15 ACRES (6,360 SQUARE FEET).

; and

WHEREAS, the consideration for the vacation, transfer, and conveyance of the street and alley above described to the Marshalltown Community School District, is the sum of half of any required survey costs in connection with same, by the Marshalltown Community School District;

WHEREAS, the vacation of street and alley is necessitated by the contemplated exchange of properties with the Marshalltown Community School District. The street and alley to be vacated are not required for any public purposes, the rights of private persons will not be adversely affected and the consideration to be paid is fair.

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

Section 1. The City of Marshalltown, Iowa, by this Tentative Resolution proposes to vacate, transfer, and convey title by Quit Claim Deed to the following described, to wit:

THE SOUTH 106.00' OF THE NORTH-SOUTH ALLEY LOCATED BETWEEN LOTS 10, 11, 12, AND 13, BLOCK 3, ANSON'S FIFTH SUBDIVISION TO MARSHALLTOWN, MARSHALL COUNTY, IOWA, CONTAINING 0.35 ACRES (1,590 SQUARE FEET).

THE SOUTH 106.00' OF VACATED SOUTH FOURTH AVENUE ADJACENT TO LOTS 12 AND 13, BLOCK 3, ANSON'S FIFTH SUBDIVISION TO MARSHALLTOWN, MARSHALL COUNTY, IOWA, CONTAINING 0.15 ACRES (6,360 SQUARE FEET).

Section 2. The Council will meet at 5:30 P.M. in the council chambers in the City Hall, Marshalltown, Iowa, on the 11th day of January, 2021, and will hold a public hearing to consider any and all comments with the City Clerk or made in open council to the proposal for vacation of the lots and alley as herein described and to take final action thereon.

Section 3. The City Clerk shall cause to be published notice of said hearing required by law, by publication once in the Marshalltown Times Republication, a newspaper having general circulation in the City of Marshalltown, Iowa. The publication shall not be less than four (4) days nor more than twenty (20) days prior to the date therein fixed for public hearing

Passed this 28th day of December, 2020, and signed this _____ day of December, 2020.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

MARSHALLTOWN

I O W A

City Administrator's Office

Joel Greer, Mayor
Jessica Kinser, Administrator
Shari L. Coughenour, Clerk
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5799
Fax - (641) 754-5717

To: Mayor Greer and the City Council
From: Jessica Kinser, City Administrator
Date: December 21, 2020
RE: Alley and Street Vacation

Policy Issue: Council must hold a public hearing to vacate public right-of-ways

Recommendation: To approve the resolution as proposed

Background: The City Council directed staff to reinitiate the work of transferring property at Anson Park to MCSD in exchange for land along Highland Acres Road adjacent to Bicentennial Park, which has been used as a soccer field. The hold-up in the process was legal descriptions needed for some of the land to be transferred. CGA has completed this work, and MCSD is ready to move forward as well.

Part of the land to be transferred is South 4th Avenue extending south of the parking lot at Anson Park, as well as an alley. Before we can exchange properties, the Council must first vacate the street and the alley. The resolution to set the public hearing is the first step in this process.

Budget Impact: No budget impact for this transaction

Attachment: Map of Areas

City Council

Susan Cahill, Michael Gowdy, Al Hoop,
Gabriel Isom, Gary Thompson, Bill Martin, Bethany Wirin



LEGAL DESCRIPTIONS

DESCRIPTION

LOT 11 AND THE SOUTH 42.50' OF LOT 10, BLOCK 3, ANSON'S 5TH SUBDIVISION TO MARSHALLTOWN, MARSHALL COUNTY, IOWA, CONTAINING 0.34 ACRES. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

DESCRIPTION

LOT 12 AND THE SOUTH 42.50' OF LOT 13, BLOCK 3, ANSON'S 5TH SUBDIVISION TO MARSHALLTOWN, MARSHALL COUNTY, IOWA, CONTAINING 0.35 ACRES. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

DESCRIPTION

THE SOUTH 106.00' OF THE NORTH-SOUTH ALLEY LOCATED BETWEEN LOTS 10, 11, 12, AND 13, BLOCK 3, ANSON'S FIFTH SUBDIVISION TO MARSHALLTOWN, MARSHALL COUNTY, IOWA, CONTAINING 0.35 ACRES (1,590 SQUARE FEET). SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

DESCRIPTION

THE SOUTH 106.00' OF VACATED SOUTH FOURTH AVENUE ADJACENT TO LOTS 12 AND 13, BLOCK 3, ANSON'S FIFTH SUBDIVISION TO MARSHALLTOWN, MARSHALL COUNTY, IOWA, CONTAINING 0.15 ACRES (6,360 SQUARE FEET). SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.



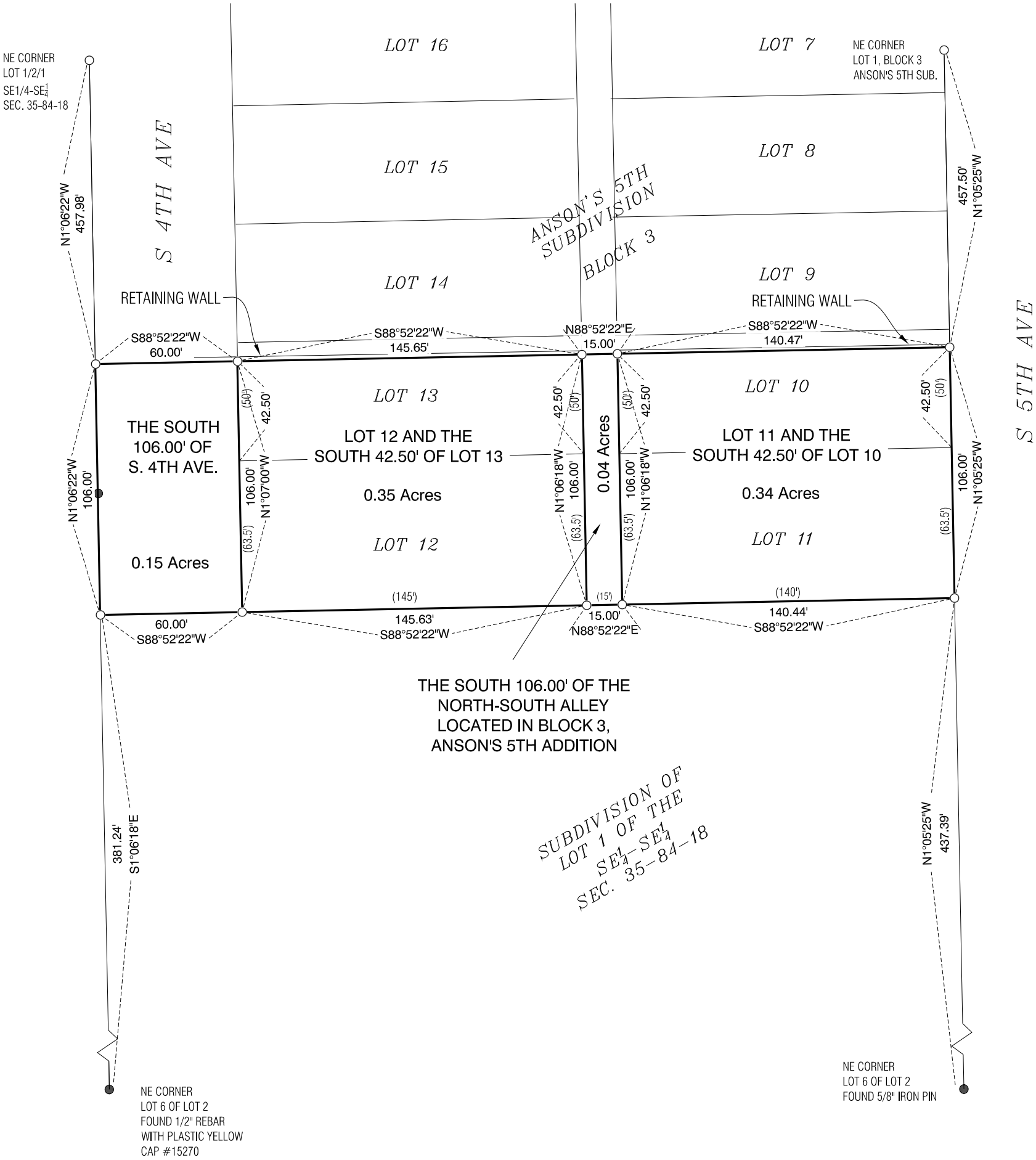
Clapsaddle-Garber Associates, Inc

Toll Free (800) 542-7981
www.cgaconsultants.com

DRAWN	SHEET NO.
TRS	2 OF 2
DATE	PROJECT NO.
10-22-2020	77861.05

PLAT OF SURVEY

INDEX LEGEND	
LOCATION:	LOTS 10, 11, 12, & 13, BLOCK 3, ANSON'S 5TH SUBDIVISION, MARSHALLTOWN
PROPRIETOR:	CITY OF MARSHALLTOWN
SURVEY REQUESTED BY:	JESSICA KINSER, CITY OF MARSHALLTOWN
FIELD WORK COMPLETED:	10/22/2020
SURVEY PREPARED BY:	CLAPSADDLE-GARBER ASSOCIATES, INC,
RESPOND TO:	16 EAST MAIN STREET, P.O. BOX 754, MARSHALLTOWN, IOWA 50158 PHONE 641-752-6701 TSTEWART@CGACONSULTANTS.COM

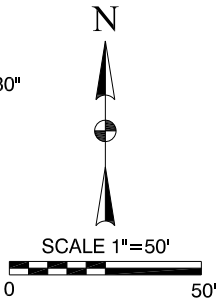


DESCRIPTIONS:
SEE PAGE 2 OF 2

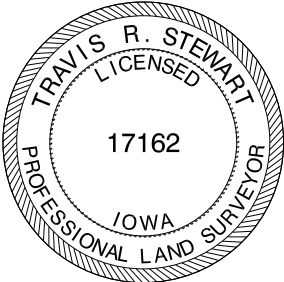
NOTE:
ALL BEARINGS ARE THE RESULT OF G.P.S. OBSERVATIONS.

LEGEND:

- ▲ GOVERNMENT CORNER MONUMENT FOUND
- △ GOVERNMENT CORNER MONUMENT SET 1/2" x 30" REBAR w/ORANGE PLASTIC ID CAP #17162
- PARCEL OR LOT CORNER MONUMENT FOUND
- SET 1/2" x 30" REBAR w/ORANGE PLASTIC ID CAP #17162
- () RECORDED AS



CITY OF MARSHALLTOWN
ANSON SCHOOL FIELD SURVEY



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly Licensed Professional Land Surveyor under the laws of the State of Iowa.

Travis R. Stewart, PLS _____ date _____
Iowa License Number 17162
My License Renewal Date is December 31, 2021
Pages or sheets covered by this seal: THIS SHEET

CGA

Clapsaddle-Garber Associates, Inc

Toll Free (800) 542-7981
www.cgaconsultants.com

DRAWN TRS	SHEET NO. 1
DATE 10-22-2020	PROJECT NO. 77861.05

WHEREAS, the fiscal year 2021 budget provides for certain transfers between funds; and,

WHEREAS, the books should now indicate appropriate transfers;

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

that the Finance Director be directed to make said transfers as follows:

Fund	Transferred From	Fund	Transferred To	Explanation of activity	Per Original Budget	Total Cash Transfers through Sept. 30, 2020	Remaining Budget Available
001	General fund	690	Transit	Property taxes collected in general (as required) with the cash being transferred to the transit enterprise fund	\$ 275,605	\$ 6,794.34	\$ 268,810.66
001	General fund	355	D&D Fund	Landfill revenue in excess of expenses for prior fiscal year	\$ 20,000	\$ -	\$ 20,000.00
110	Road use tax fund	001	General	Reimbursement to general fund for employee wages associated with the public works department	\$ 1,234,161	\$ 196,627.45	\$ 1,037,533.55
110	Road use tax fund	357	CY18 Streets	Various street projects	\$ 50,000	\$ -	\$ 50,000.00
112	Employee benefits fund	001	General	Reimbursement to general fund for employee benefits: FICA, IPERS, group health insurance, workman 's comp, retirees health savings contributions (non-union payout in lieu of sick and vacation based upon guidelines for payouts)	\$ 2,716,032	\$ 582,592.02	\$ 2,133,439.98
117	Police & fire retirement	001	General	Reimbursement to general fund for civil service retirement payments to Municipal Fire & Police Retirement System of Iowa (MFPRS)	\$ 1,213,384	\$ 255,951.64	\$ 957,432.36
119	Emergency Levy Fund	001	General	Property taxes collected in Emergency fund with the cash being transferred to the general fund	\$ 244,248	\$ 5,515.17	\$ 238,732.83
121	Local Option Sales Tax	001	General	Council designated funds from local option sales tax (LOST) collected so budgeted Fund 001 revenues = expenses	\$ 61,778	\$ -	\$ 61,778.00
121	Local Option Sales Tax	200	Debt Service Fund	Property tax relief from local option sales tax (LOST) collected	\$ 2,825,797	\$ 742,698.91	\$ 2,083,098.09
121	LOST - Council Desig -Cash Reserves	010	Cash Flow Reserve Fund	Transfer to have Reserve Fund at 15% of Fund 001 budgeted expenses	\$ 60,314	\$ -	\$ 60,314.00
121	LOST - Council Desig -Cash Reserves	145	Tornado fund	City's share of FEMA costs	\$ 16,912	\$ -	\$ 16,912.00
121	LOST - Council Desig -Cash Reserves	146	FEMA-VALOR	City's share of FEMA costs	\$ 1,622	\$ -	\$ 1,622.00
121	LOST - Council Desig -Cash Reserves	147	FEMA-DEMO	City's share of FEMA costs	\$ 9,000	\$ -	\$ 9,000.00
121	LOST - Council Desig -Cash Reserves	751	Tornado Compost	City's share of FEMA costs	\$ 92,466	\$ -	\$ 92,466.00
125	TIF tax collection fund	200	Debt Service	Portion of 2015, 2011 B refunding bond & 2012A issue paid with tax increment financing property taxes	\$ 372,599	\$ -	\$ 372,599.00
125	TIF tax collection fund	001	General	Façade project expenses paid by general fund. Cash is transferred from TIF collection fund where the property taxes are collected.	\$ 40,000	\$ 91,500.00	\$ (51,500.00)
182	#4 HUD LEAD Grant	001	General fund	Move Offsetting revenue to General fund for Credit Application	\$ -	\$ 100.00	\$ (100.00)
184	Vouchers - Section 8 Housing	001	General fund	Move Offsetting revenue to General fund for Credit Application	\$ -	\$ 26,440.00	\$ (26,440.00)
300	CIP Tax Collection Fund	032	CIP Large Vehicle/Equipment Fund	Move cash to CIP Large vehicle fund to fund future purchase.	\$ 107,000	\$ 107,000.00	\$ -
300	CIP Tax Collection Fund	030	Capital Improvement Reserve Fund	Capital expenditures paid from governmental capital reserve fund. Cash is transferred from the capital improvement levy funds where the property taxes were	\$ 512,553	\$ 272,419.70	\$ 240,133.30
360	2019 GO Bonds & Projects	395	Economic Development Project Fund	Move Bond Proceeds to Corresponding Bond Projects	\$ -	\$ 58,004.16	\$ (58,004.16)
381	2019 CY Street,Sidewalk, Parking Projects	360	2019 GO Bonds & Projects	Move Bond Proceeds to Corresponding Bond Projects	\$ -	\$ 3,000.00	\$ (3,000.00)
381	2019 CY Street,Sidewalk, Parking Projects	395	Economic Development Project Fund	Move Bond Proceeds to Corresponding Bond Projects	\$ -	\$ 180,805.81	\$ (180,805.81)
740	Storm Sewer Utility	395	Economic Development Project Fund	Cover Storm Sewer Costs for Economic Dev. Project	\$ -	\$ 107,092.00	\$ (107,092.00)
				TOTAL FOR BUDGET	\$ 9,853,471.00	\$ 2,636,541.20	\$ 7,216,929.80
611	WPCP funds	610,612,617	WPCP funds	Cover consolidation of project funds within wpcp series and move dollars from wpcp revenue fund to wpcp expenditure fund	\$ 7,710,768	\$ 985,358.59	\$ 6,725,409.41
				TOTALS INCLUDING INTERFUND TRANS	\$ 17,564,239	\$ 3,621,899.79	\$ 13,942,339.21

Attest:_____

Mayor

Attest:_____

City Clerk

MARSHALLTOWN

— I O W A —

Joel Greer, Mayor
Jessica Kinser, Administrator
Diana Steiner, Finance Director
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5760
Fax - (641) 754-5781

FINANCE DEPARTMENT

December 18, 2020

To: Mayor Joel Greer
Members of the City Council

From: Diana Steiner, Finance Director

Re: Approval of FY2021 Transfers between funds through 09.30.2020

Policy Issue: Council approves transfers between funds.

Recommendation: Staff recommends approving budgeted transfers and the additional transfers between funds for the first 3 months of this fiscal year.

Background: Effective April 13, 2019, the City Finance Committee, organized under Iowa Administrative Code, approved changes to Administrative Rules Code 545-2 requiring greater disclosures for all interfund transfers. The rules require cities to provide the originating fund and receiving fund, purpose, and amount of the transfer during the budget process and also require additional resolutions any time transfers exceed the original or amended budget amounts.

Within the attached resolution, staff have outlined the original adopted budget transfers for the fiscal year ending June 30, 2021 and the actual transfers for the 3-month period ending September 30, 2020. In many instances, the revenue from property tax levies are shown in one fund and then transferred out to the fund where the expenditures are accounted for. Other times, the Council has designated Local Option Sales Tax (LOST) to fund specific items. In addition, even though some funds have no budget, staff recommends transferring funds from one bond fund to the other as needed for specific construction projects already approved by Council. Budgets will be added when the City has their first budget amendment later this fiscal year.

Budget Impact: N/A. Total transfers in always equal total transfers out.

Attachment: Resolution Transferring Funds for Fiscal Year 2021 Through September 30, 2020
cc: Jessica Kinser, City Administrator

**RESOLUTION APPROVING THORP LOGGING CONTRACT CHANGE ORDER
FOR EXTENSION OF TIME TO COMPLETE CHIPPING AND HAULING LOGS**

WHEREAS, the City of Marshalltown, Iowa, has heretofore entered into a contract with Thorp Logging, for the labor and material for Chipping and Hauling Logs Project; and

WHEREAS, an extension of time is requested for items to complete the project.

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

Section 1. That the contract Change Order for the Chipping and Hauling Logs Project, in the extension of time to March 31, 2021 is hereby accepted and approved.

Passed this 28th day of December 2020, and signed this _____ day of December, 2020.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter , City Clerk

12/17/2020

RE: Request for additional time extension

Justin Nickel, P.E.
Director of Public Works
24 N. Center Street
Marshalltown, Iowa
641-754-5734(w)
641-750-5929(c)
jnickel@marshalltown-ia.gov

Dear Justin,

We are writing to request a 60-day time extension for the grinding of debris and hauling of mulch for Marshalltown, Iowa and to have it completed by March 31, 2021.

If further information is needed, please contact Bill at 515-370-0593.

Thank you for your consideration.

Bill Thorp

A handwritten signature in black ink, appearing to read "Bill Thorp", written in a cursive style.

RESOLUTION ORDERING CONSTRUCTION OF THE 4TH STREET AND MEADOW LANE STORM SEWER ENHANCEMENTS PROJECT SMW17001, SETTING PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATED COST AND DIRECTING PUBLICATION OF NOTICE TO BIDDERS

WHEREAS, there is now on file in the office of the City Clerk proposed plans, specifications, form of contract, and estimated costs for the construction of the 4th Street and Meadow Lane Storm Sewer Enhancements Project No. SMW17001, in the City of Marshalltown, Iowa, as is fully set forth in the plans and specifications for Project No SMW17001, and

WHEREAS, the cost of the said improvement is in excess of \$25,000 and a public hearing on the plans, specifications, form of contract and the estimated cost of said improvement is required by law and that notice thereof shall be given as required by law, and

WHEREAS, it is intended that the cost of said improvement shall be paid from such funds as the City may legally use for such purposes or from the proceeds from the issuance of such bonds as may be legally issued for said purposes or any combination of the above methods of financing.

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

Section 1. This Council does hereby order the construction of the 4th Street and Meadow Lane Storm Sewer Enhancements Project in the City of Marshalltown, Iowa, which public improvement is fully and particularly described in the plans and specifications for Project No. SMW17001, now on file in the office of the City Clerk of Marshalltown, Iowa.

Section 2. That the method of construction shall be by contract in accordance with the plans and specifications and general stipulations for the said improvement approved by the City Council.

Section 3. The Contractor will be paid in monthly estimates for work completed as set out in the specifications. The project shall begin on or near the appropriate starting date as specified on the form of proposal and shall be completed within the specified number of calendar days also indicated thereon.

Section 4. That the said improvements shall be paid for from such funds of the City as may be legally used for such purposes, or from the proceeds of the issuance of such bonds as may be legally issued for such purposes or from any combination of such methods of financing and will be paid in accordance with the Notice to Bidders duly published in connection therewith. The Finance Director shall establish on the books a 4th Street and Meadow Lane Storm Sewer Enhancements Project fund and the bond proceeds or such funds of the City as may be legally used for such purposes are hereby appropriated to pay all costs of the improvements including legal publication, bond, design, engineering, survey and inspection, contract and contingency cost as estimated by the Engineer. The Finance Director is directed to advance all sums necessary from the project fund, and to set up on the books the obligations and receivables of the fund.

Section 5. The City Clerk is hereby directed to publish notice of hearing on plans, specifications, and form of contract and estimated cost in the manner provided by law for the public improvement outlined herein and that any person interested therein may appear and make objections thereto, if any he has. This Council will meet in the Council Chamber, Second Floor, 10 West State Street at Marshalltown, Iowa, at 5:30 P.M., local time on January 11, 2021, for the purpose of hearing all of said objections so made and for taking final action upon the plans, specifications, and form of contract now on file.

Section 6. The City Clerk is further directed to advertise for bids in the manner provided by law for the construction of said improvements, setting forth in said notice such necessary pertinent information as will advise prospective bidders thereof together with the proposed manner of payment of the work to be constructed and that such bids be filed and received in the office of the City Clerk of Marshalltown, Iowa, up to 10:00 o'clock A.M., local time, on January 19, 2021. The bids will be opened, read, and tabulated by the City Engineer or his designate at that time and will be acted upon by the City Council of said City at a meeting to be held in the Council Chambers, Second Floor, 10 West State Street, Marshalltown, Iowa, at 5:30 o'clock P.M., local time, on January 25, 2021, or at such later time and place as may then be fixed for considering such bids as shall be filed in connection with the improvement herein ordered and in compliance with the notice of taking bids therein, hereby ordered to be published.

Passed this 28th day of December 2020, and signed this _____ day of December, 2020.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk



Joel Greer, Mayor
Jessica Kinser, Administrator
Justin Nickel, Public Works Director
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5760
Fax - (641) 754-5781

DEPARTMENT OF PUBLIC WORKS

December 15, 2020

To: Mayor Joel Greer
Members of the City Council

From: Jay C. Koch
Civil Engineer II

Re: Order Construction – 4th St. and Meadow LN. Storm Sewer Enhancements, Project No. SMW17001.

Policy Issue: City policy requires Governing Body approval of Resolution ordering construction.

Recommendation: Staff recommends approving the Resolution ordering construction of the 4th St. and Meadow LN. Storm Sewer Enhancements.

Background: Construction includes improvements to the drainage along South 4th Street from Ingledue Street to Meadow Lane. The project is a continuation of the High Street Drainage Project Completed in 2019. This enhancement will allow for storm waters to quickly drain from the City Streets and allow school children to cross streets safely. The project will extend piping to the east on several blocks to alleviate drainage issue areas.

Budget Impact: This project will be funded with Capital Improvement Funds and storm water 740 funds.

Attachment: None

cc: Jessica Kinser, City Administrator

City Council
Susan Cahill, Gary Thompson, Mike Gowdy,
Al Hoop, Gabriel Isom, Bill Martin, Bethany Wirin



OFFICIAL NOTICE OF HEARING AND LETTING

CITY OF MARSHALLTOWN

MARSHALLTOWN, IOWA

4TH STREET AND MEADOW LANE STORM SEWER ENHANCEMENTS

PROJECT NO. SMW17001

NOTICE OF PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, PROPOSED FORM OF CONTRACT AND ESTIMATED COST FOR THE 4TH STREET AND MEADOW LANE STORM SEWER ENHANCEMENTS 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 11th day of January 2021 in the Council Chambers, Second Floor, 10 West State Street, Marshalltown, Iowa, on the proposed plans, specifications, proposed form of contract, and the estimated cost of improvements proposed to be constructed under PROJECT NO. SMW17001, the 4TH STREET AND MEADOW LANE STORM SEWER ENHANCEMENTS 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, estimated costs of improvement, will be received at the City Clerk's Office located at 24 N. Center Street, Marshalltown, IA until 10:00 a.m. local time, on the 19th day of January 2021 for the construction of the 4TH STREET AND MEADOW LANE STORM SEWER ENHANCEMENTS as described in the plans and specifications for Project No. SMW17001, and which will be opened, read, and tabulated by the City Engineer or his 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 25th day of January 2021 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 4TH STREET AND MEADOW LANE STORM SEWER ENHANCEMENTS in Marshalltown, Iowa as shown in the plans and specifications for PROJECT NO. SMW17001 the 4TH STREET AND MEADOW LANE STORM SEWER ENHANCEMENTS.

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:

BASE BID – STORM WATER ENHANCEMENTS				
Item No.	Bid Items	Division #1 Quantity	Division #2 Quantity	Unit
1	Filling and Plugging of Known Culverts, Pipes, and Conduits, RCP, 36 in.	50		Ft
2	Topsoil, Strip, Salvage and Spread, 8"	5208		SqYd
3	Excavation, Class 13, Roadway and Borrow	6971		CuYd
4	Subgrade Preparation	12992		SqYd
5	Subgrade Treatment, Geogrid	12992		SqYd
6	Subbase	12992		SqYd
7	Compaction Testing	1		LS

BASE BID – STORM WATER ENHANCEMENTS				
Item No.	Bid Items	Division #1 Quantity	Division #2 Quantity	Unit
8	Tree Removal	4		Each
9	Remove & Replace Mailbox	15		Each
10	Sign Removal & Replacement	58		Each
11	Private Drain Connection	1		Each
12	Sump Pump Connection	5		Each
13	Special Backfill, Compaction, Removal, and Installation	1		LS
14	Granular Backfill		1275	Ton
15	Trench Compaction Testing	1		LS
16	Storm Sewer, Trenched, RCP, 18 in.	2570		Ft
17	Storm Sewer, Trenched, RCP, 24 in.	291		Ft
18	Storm Sewer, Trenched, RCP, 30 in.	438		Ft
19	Storm Sewer, Trenched, RCP, 36 in.	1860		Ft
20	Storm Sewer, Trenched, RCP, 48 in.	709		Ft
21	Removal of Storm Sewer, RCP, 12 in.	498		Ft
22	Removal of Storm Sewer, RCP, 15 in.	180		Ft
23	Removal of Storm Sewer, RCP, 18 in.	30		Ft
24	Removal of Storm Sewer, RCP, 24 in.	634		Ft
25	Removal of Storm Sewer, RCP, 30 in.	61		Ft
26	Removal of Storm Sewer, RCP, 36 in.	546		Ft
27	Removal of Storm Sewer, RCP, 40 in.	1412		Ft
28	Water Main, Trenched, PVC, 6 in.		1748	Ft
29	Water Main, Trenched, PVC, 6 in.		723	Ft
30	Fitting, 45 Degree Elbow, PVC, 6 in.		58	Each
31	Fitting, 45 Degree Elbow, PVC, 8 in.		54	Each
32	Fitting, Tee, PVC, 8x8x6 in.		6	Each
33	Fitting, Tee, PVC, 6x6x6 in.		2	Each
34	Fitting, Coupling, 6"		10	Each
35	Fitting, Coupling, 8"		4	Each
36	Retainer Gland, 6"		108	Each
37	Retainer Gland, 8"		56	Each
38	Mechanical Joint Adapter, 6"		5	Each
39	Mechanical Joint Adapter, 8"		5	Each
40	Water Service Stub, Copper, 3/4"	6		Each
41	Water Service Stub, Copper, 1 in.	0		Each
42	Water Service Stub, Copper, 1-1/2 in.	0		Each
43	Water Service Stub, Copper, 2 in.	0		Each
44	Water Service Pipe, Copper, ¾ in.		22	Ft
45	Water Service Corporation, ¾ in.		3	Each
46	Valve, Gate, PVC, 6 in.		9	Each
47	Valve, Gate, PVC, 8 in.		6	Each

BASE BID – STORM WATER ENHANCEMENTS				
Item No.	Bid Items	Division #1 Quantity	Division #2 Quantity	Unit
48	Fire Hydrant Assembly		4	Each
49	Fire Hydrant Adjustment	1		Each
50	Fire Hydrant Assembly Removal		1	Each
51	Manhole, SW-401, 60 in.	5		Each
52	Manhole, SW-401, 72 in.	3		Each
53	Manhole, SW-401, 84 in.	5		Each
54	Manhole, SW-401, 96 in.	1		Each
55	Intake, SW-513	2		Each
56	Intake, SW-507	14		Each
57	Intake, SW-508	3		Each
58	Intake, SW-508 CIP	8		Each
59	Intake, SW-541	25		Each
60	Manhole Adjustment, Minor	19		Each
61	Connection to Existing Intake	1		Each
62	Remove Manhole	7		Each
63	Remove Intake	26		Each
64	Curb and Gutter, 2.5 ft. (Width), 6 in. (Thickness)	6175		Ft
65	Pavement, HMA, 7 in.	4527		Ton
66	HMA Pavement Samples and Testing	1		LS
67	HMA Overlay, 2 in.	4076		SqYd
68	Removal of Sidewalk	1306		SqYd
69	Removal of Driveway	1057		SqYd
70	Sidewalk, PCC, 5 in.	1436		SqYd
71	Sidewalk, PCC, 6 in.	204		SqYd
72	Detectable Warning	419		SqFt
73	Driveway, Paved, PCC, 6 in.	1199		SqYd
74	Milling, Variable Depth	4076		SqYd
75	Pavement Removal	12317		SqYd
76	Permanent Tape Markings	7		STA
77	Temporary Traffic Control	1		LS
78	Conventional Seeding, Seeding, Fertilizing, and Mulching	1.2		Acre
79	SWPPP Preparation	1		LS
80	SWPPP Management	1		LS
81	Turf Reinforcement Mats, Type 4	110		SF
82	Inlet Protection Device, Filter Sock	53		Each
83	Construction Survey	1		LS
84	Mobilization	1		LS
85	Maintenance of Postal Service	1		LS
86	Maintenance of Solid Waste Collection	1		LS
87	Concrete Washout	1		LS

All work is to be done in strict compliance with the Plans and Specifications for said PROJECT NO. SMW17001 as proposed by the City Engineer.

Obtaining the Bidding Documents

Plans, specifications and proposed contract documents may be examined at the office of the City Engineer, 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 Bidding Requirements and 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 ten (10) 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 Paragraph 6.01 of the General Conditions or a certified check in an amount equal to ten percent (10%) 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 28th day of January 2021.

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

4TH STREET AND MEADOW LANE
STORM SEWER ENHANCEMENTS

CITY OF MARSHALLTOWN, IOWA

DECEMBER 2020

PROJECT NO.
05242017



REFER TO THE PROPOSAL FORM FOR LIST OF
APPLICABLE SPECIFICATIONS.

THIS PROJECT IS COVERED BY THE IOWA
DEPARTMENT OF NATURAL RESOURCES NPDES
GENERAL PERMIT NO. 2. THE CONTRACTOR SHALL
CARRY OUT THE TERMS AND CONDITIONS OF
GENERAL PERMIT NO. 2 AND THE STORM WATER
POLLUTION PREVENTION PLAN WHICH IS A PART
OF THESE CONTRACT DOCUMENTS. REFER TO
SECTION 2602 OF THE STANDARD SPECIFICATIONS
FOR ADDITIONAL INFORMATION.

NOTE: EXISTING UTILITY INFORMATION SHOWN ON THIS
PLAN HAS BEEN PROVIDED BY THE UTILITY OWNER. THE
CONTRACTOR SHALL FIELD VERIFY EXACT LOCATIONS PRIOR
TO COMMENCING CONSTRUCTION AS REQUIRED BY STATE
LAW. NOTIFY IOWA ONE CALL, 800-292-8989.

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS
UTILITY QUALITY LEVEL D. THIS UTILITY QUALITY LEVEL WAS
DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE
38-02, ENTITLED "STANDARD GUIDELINES FOR THE
COLLECTION AND DEPICTION OF EXISTING SUBSURFACE
UTILITY DATA."

CITY OF MARSHALLTOWN

THIS ENGINEERING DOCUMENT IS RECOMMENDED FOR FILING WITH
THE CITY CLERK

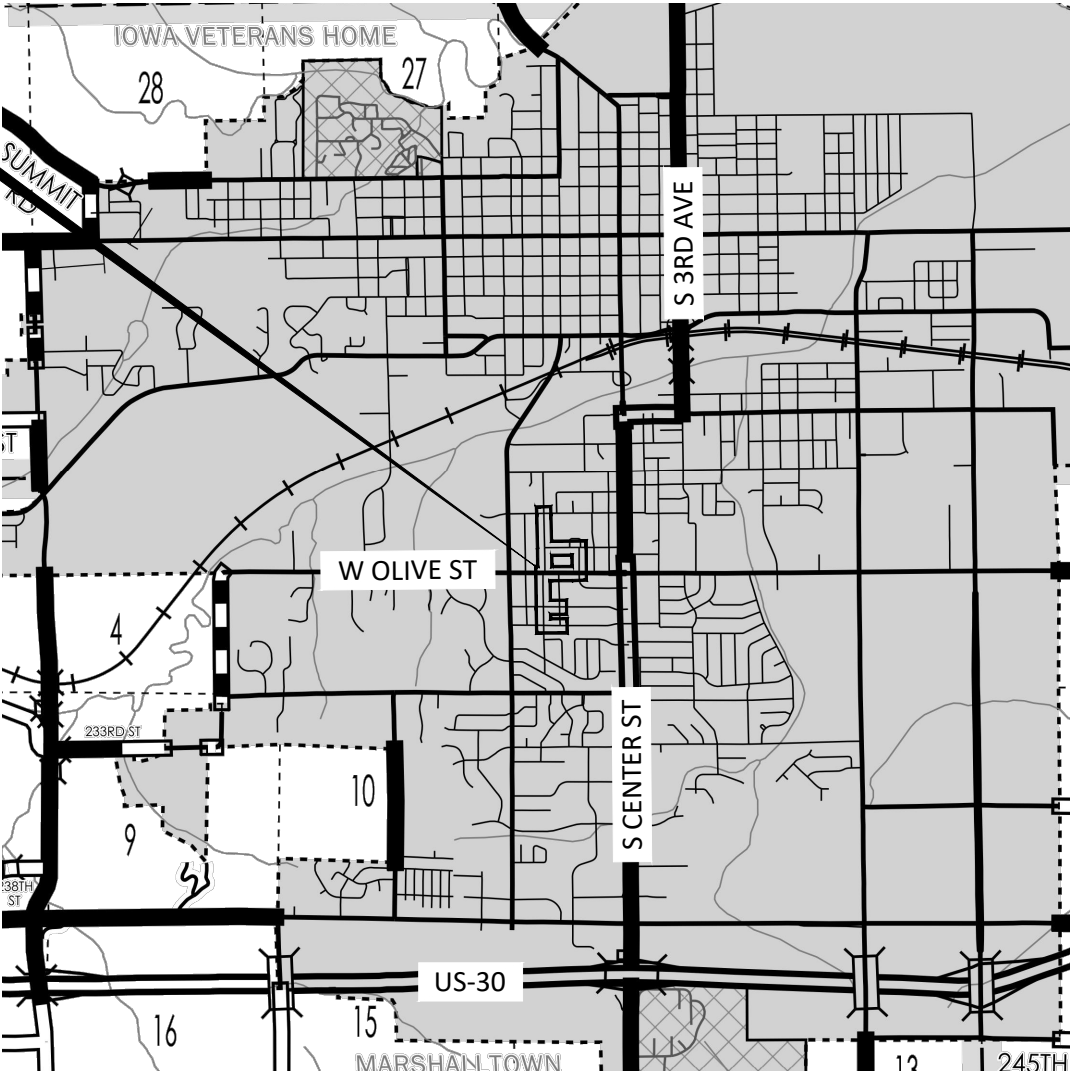
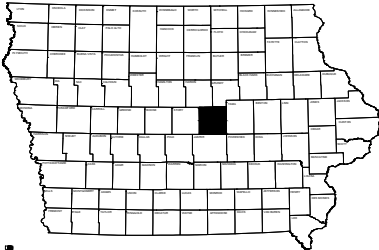
CITY ENGINEER

DATE

PLAN REVISIONS		
DATE	SHEET NUMBER	APPROVED BY

PROJECT LOCATION

MAP OF PORTIONS OF THE
CITY OF MARSHALLTOWN
MARSHALL COUNTY, IA



RANGE 18W

STANDARD NO.	SUDAS STANDARD DETAIL DESCRIPTION
3010.102	RIGID GRAVITY PIPE TRENCH BEDDING
5010.101	THRUST BLOCKS
5020.201	FIRE HYDRANT ASSEMBLY
6010.401	CIRCULAR STORM SEWER MANHOLE
6010.507	SINGLE OPEN-THROAT, SMALL BOX
6010.508	SINGLE OPEN-THROAT, LARGE BOX
6010.513	OPEN-SIDED AREA INTAKE
6010.541	OPEN-THROAT CURB INTAKE UNDER PAVEMENT
7010.101	JOINTS
7020.201	MANHOLE BOXOUTS IN HMA PAVEMENT AND HMA OVERLAYS
8030.116	STREET OR ROAD CLOSURE
STANDARD NO.	MARSHALLTOWN STANDARD DETAIL DESCRIPTION
MP-5	CURB & GUTTER DETAILS
MP-6	CURB REMOVAL DETAILS
MISC 5	DETECTABLE WARNING SURFACE
7030.101	CONCRETE DRIVEWAY, TYPE A
7030.202	CURB DETAILS FOR CLASS A SIDEWALK
7030.207	CURB RAMP FOR CLASS B OR C SIDEWALK
7030.208	ALTERNATIVE CURB RAMP FOR CLASS B OR C SIDEWALK

INDEX OF SHEETS

NO.	DESCRIPTION
A.1	COVER SHEET
A.2	LEGEND
B.1	TYPICAL SECTIONS
B.2	DETAILS
C.1	QUANTITIES
C.2 - C.4	ESTIMATE REFERENCE INFORMATION
C.5	GENERAL NOTES
C.6 - C.8	TABULATIONS
C.9 - C.10	SWPPP
CE.1 - CE.6	EROSION CONTROL PLAN
CR.1 - CR.10	REMOVALS
D.1 - D.5	MAINLINE PLAN AND PROFILES
E.1 - E.9	SIDE STREET PLAN AND PROFILES
G.1 - G.5	ALIGNMENT & BENCHMARK INFORMATION
H.1 - H.3	ROW & EASEMENT INFORMATION
J.1	STAGING AND TRAFFIC CONTROL
M.1 - M.21	STORM SEWER PLAN AND PROFILES
S.1 - S.9	PEDESTRIAN RAMP DETAILS
W.1 - W.15	MAINLINE CROSS SECTIONS
X.16 - X.28	SIDE STREET CROSS SECTIONS

TOWNSHIP 83N

LICENSED PROFESSIONAL ENGINEER

MICHAEL P. KUREK

24798

IOWA

I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS
PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION
AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER
UNDER THE LAWS OF THE STATE OF IOWA.

Michael P. Kurek

REG. NO. 24798

DATE: 12/21/2020

MY LICENSE RENEWAL DATE IS

DECEMBER 31, 2021

PAGES OR SHEETS COVERED BY THIS SEAL:

SHEETS A.1 THROUGH X.28

HDR PROJECT
#10076153

C:\pwworking\central01\1259540A.1.dwg, 12/21/2020 1:39:18 PM, MRASMUSSEN

1

2

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8

EXISTING TOPOGRAPHIC SYMBOLS

ACCESS GRATE

AIR CONDITION UNIT

ANTENNA

AUTO SPRINKLER CONNECTION

BARRICADE PERMANENT

BASKETBALL POST

BENCH

BIRD FEEDER

BOLLARD

BUSH

CATCH BASIN RECTANGULAR CASTING

CATCH BASIN CIRCULAR CASTING

CURB STOP

CLEAN OUT

CULVERT END

DRINKING FOUNTAIN

DOWN SPOUT

FILL PIPE

FIRE HYDRANT

FLAG POLE

FLARED END / APRON

FUEL PUMP

GRILL

GUY WIRE ANCHOR

HANDHOLE

HANDICAP SPACE

IRRIGATION SPRINKLER HEAD

IRRIGATION VALVE BOX

LIFT STATION CONTROL PANEL

LIFT STATION

LIGHT POLE

MAILBOX

MANHOLE-COMMUNICATION

MANHOLE-ELECTRIC

MANHOLE-GAS

MANHOLE-HEAT

MANHOLE-SANITARY SEWER

MANHOLE-STORM SEWER

MANHOLE-UTILITY

MANHOLE-WATER

METER

ORDER MICROPHONE

PARKING METER

PAVEMENT MARKING

PEDESTAL-COMMUNICATION

PEDESTAL-ELECTRIC

PEDESTRIAN PUSH BUTTON

PICNIC TABLE

POLE-UTILITY

POST

RAILROAD SIGNAL POLE

REGULATION STATION GAS

SATELLITE DISH

SIGN TRAFFIC

SIGNAL CONTROL CABINET

SOIL BORING

SIREN

TELEPHONE BOOTH

TILE INLET

TILE OUTLET

TILE RISER

TRANSFORMER-ELECTRIC

TREE-CONIFEROUS

TREE-DEAD

TREE-DECIDUOUS

TREE STUMP

TRAFFIC ARM BARRIER

TRAFFIC SIGNAL

TRASH CAN

UTILITY MARKER

VALVE

VALVE POST INDICATOR

VALVE VAULT

VENT PIPE

WATER SPIGOT

WELL

WETLAND DELINEATED MARKER

WETLAND

WET WELL

YARD HYDRANT

PROPOSED TOPOGRAPHIC SYMBOLS

CLEANOUT

LIFT STATION

STORM SEWER CIRCULAR CASTING

STORM SEWER RECTANGULAR CASTING

STORM SEWER FLARED END / APRON

STORM SEWER OUTLET STRUCTURE

CURB BOX

FIRE HYDRANT

WATER VALVE

WATER REDUCER

WATER BEND

WATER TEE

WATER CROSS

WATER SLEEVE

WATER CAP / PLUG

RIP RAP

DRAINAGE FLOW

TRAFFIC SIGNS

LIGHT POLE

SURVEY SYMBOLS

BENCH MARK LOCATION

CONTROL POINT

MONUMENT IRON FOUND

CAST IRON MONUMENT

EXISTING TOPOGRAPHIC LINES

RETAINING WALL

FENCE

FENCE-DECORATIVE

GUARD RAIL

TREE LINE

BUSH LINE

SURVEY LINES

CONTROLLED ACCESS BOUNDARY

CENTERLINE

EXISTING EASEMENT LINE

PROPOSED EASEMENT LINE

EXISTING LOT LINE

PROPOSED LOT LINE

EXISTING RIGHT-OF-WAY

PROPOSED RIGHT-OF-WAY

SETBACK LINE

SECTION LINE

QUARTER LINE

SIXTEENTH LINE

TEMPORARY EASEMENT

EXISTING UTILITY LINES

FORCEMAIN

SANITARY SEWER

SANITARY SERVICE

STORM SEWER

STORM SEWER DRAIN TILE

WATERMAIN

WATER SERVICE

PROPOSED UTILITY LINES

FORCEMAIN

SANITARY SEWER

SANITARY SERVICE

STORM SEWER

STORM SEWER DRAIN TILE

WATERMAIN

WATER SERVICE

PIPE CASING

GRADING INFORMATION

EXISTING CONTOUR MINOR

EXISTING CONTOUR MAJOR

PROPOSED CONTOUR MINOR

PROPOSED CONTOUR MAJOR

PROPOSED GRADING LIMITS / SLOPE LIMITS

PROPOSED SPOT ELEVATION

RISE:RUN (SLOPE)

HATCH PATTERNS

HMA PAVEMENT

DRIVEWAY

SIDEWALK

GRAVEL

PCC PAVEMENT

EXISTING PRIVATE UTILITY LINES

UTILITY LEGEND

SYMBOL	COMPANY	UTILITY	CONTACT NUMBER
OH E	ALLIANT ENERGY	OH TRANSMISSION	641-754-5829
G	ALLIANT ENERGY	BURIED GAS	641-754-5880
FO1	HEART OF IOWA VENTURES LLC	FIBER OPTIC	641-486-2211
FO2	MEDIACOM	FIBER OPTIC	845-867-0963
FO3	WINDSTREAM COMMUNICATIONS	FIBER OPTIC	319-790-7678
T	CENTURYLINK	TELEPHONE	720-578-8090
TV	MEDIACOM	TV	845-867-0963

UTILITIES IDENTIFIED WITH A QUALITY LEVEL OTHER THAN D:

LINE TYPES FOLLOW THE FORMAT: UTILITY TYPE - QUALITY LEVEL
EXAMPLE: G-A G-A UNDERGROUND GAS, QUALITY LEVEL A
UTILITY QUALITY LEVEL (A,B,C,D) DEFINITIONS CAN BE FOUND IN CI/ASCE 38-02.

UTILITY QUALITY LEVELS:

LEVEL D - INFORMATION COMES SOLELY FROM EXISTING UTILITY RECORDS.

LEVEL C - SURVEYING ABOVE GROUND UTILITY FACILITIES, SUCH AS MANHOLES, VALVE BOXES, ETC; AND CORRELATING THIS INFORMATION WITH EXISTING UTILITY RECORDS.

LEVEL B - THE USE OF SURFACE GEOPHYSICAL TECHNIQUES TO DETERMINE THE EXISTENCE AND HORIZONTAL POSITION OF UNDERGROUND UTILITIES.

LEVEL A - THE USE OF NONDESTRUCTIVE DIGGING EQUIPMENT AT HORIZONTAL AND VERTICAL POSITION OF UNDERGROUND UTILITIES, AS WELL AS THE TYPE, SIZE, CONDITION, MATERIAL, AND OTHER CHARACTERISTICS.

ABBREVIATIONS

A	ALGEBRAIC DIFFERENCE	GRAV	GRAVEL	RSC	RIGID STEEL CONDUIT
ADJ	ADJUST	GU	GUTTER	RT	RIGHT
ALT	ALTERNATE	GV	GATE VALVE	SAN	SANITARY SEWER
B-B	BACK TO BACK	HDPE	HIGH DENSITY POLYETHYLENE	SCH	SCHEDULE
BIT	BITUMINOUS	HH	HANDHOLE	SERV	SERVICE
BLDG	BUILDING	HP	HIGH POINT	SHLD	SHOULDER
BMP	BEST MANAGEMENT PRACTICE	HWL	HIGH WATER LEVEL	STA	STATION
BR	BEGIN RADIUS	HYD	HYDRANT	STD	STANDARD
BV	BUTTERFLY VALVE	I	INVERT	STM	STORM SEWER
CB	CATCH BASIN	K	CURVE COEFFICIENT	TC	TOP OF CURB
C&G	CURB AND GUTTER	L	LENGTH	TE	TEMPORARY EASEMENT
CIP	CAST IRON PIPE	LO	LOWEST OPENING	TEMP	TEMPORARY
CIPP	CURED-IN-PLACE PIPE	LP	LOW POINT	TNH	TOP NUT HYDRANT
CL	CENTER LINE	LT	LEFT	TP	TOP OF PIPE
CL	CLASS	MH	MANHOLE	TYP	TYPICAL
CMP	CORRUGATED METAL PIPE	MIN	MINIMUM	VCP	VITRIFIED CLAY PIPE
C.O.	CHANGE ORDER	MPW	MUSCATINE POWER & WATER	VERT	VERTICAL
COMM	COMMUNICATION	MR	MID RADIUS	VPC	VERTICAL POINT OF CURVE
CON	CONCRETE	NIC	NOT IN CONTRACT	VPI	VERTICAL POINT OF INTERSECTION
CSP	CORRUGATED STEEL PIPE	NMC	NON-METALLIC CONDUIT	VPT	VERTICAL POINT OF TANGENT
CLVT	CULVERT	NTS	NOT TO SCALE	WM	WATERMAIN
DIA	DIAMETER	NWL	NORMAL WATER LEVEL	WS	WATER SERVICE
DIP	DUCTILE IRON PIPE	OHW	ORDINARY HIGH WATER LEVEL		
DWY	DRIVEWAY	PC	POINT OF CURVE		
E	EXTERNAL CURVE DISTANCE	PCC	POINT OF COMPOUND CURVE	AC	ACRES
ESMT	EASEMENT	PE	PERMANENT EASEMENT	CF	CUBIC FEET
ELEC	ELECTRIC	PED	PEDESTRIAN, PEDESTAL	CV	COMPACTED VOLUME
ELEV	ELEVATION	PERF	PERFORATED PIPE	CY	CUBIC YARD
EOF	EMERGENCY OVERFLOW	PERM	PERMANENT	EA	EACH
ER	END RADIUS	PI	POINT OF INTERSECTION	EV	EXCAVATED VOLUME
EX	EXISTING	PL	PROPERTY LINE	LB	POUND
FES	FLARED END SECTION	PRC	POINT OF REVERSE CURVE	LF	LINEAR FEET
F-F	FACE TO FACE	PT	POINT OF TANGENT	LS	LUMP SUM
FF	FINISHED FLOOR	PVC	POLYVINYL CHLORIDE PIPE	LV	LOOSE VOLUME
F&I	FURNISH AND INSTALL	PVMT	PAVEMENT	SF	SQUARE FEET
FM	FORCEMAIN	R	RADIUS	SV	STOCKPILE VOLUME
FO	FIBER OPTIC	RCP	REINFORCED CONCRETE PIPE	SY	SQUARE YARD
F.O.	FIELD ORDER	RET	RETAINING		
GRAN	GRANULAR	R/W	RIGHT-OF-WAY		

MARSHALLTOWN

IOWA

HDR

ISSUE	DATE	DESCRIPTION

PROJECT NUMBER

4TH STREET AND MEADOW LANE

STORM SEWER ENHANCEMENTS

LEGEND

0

20'

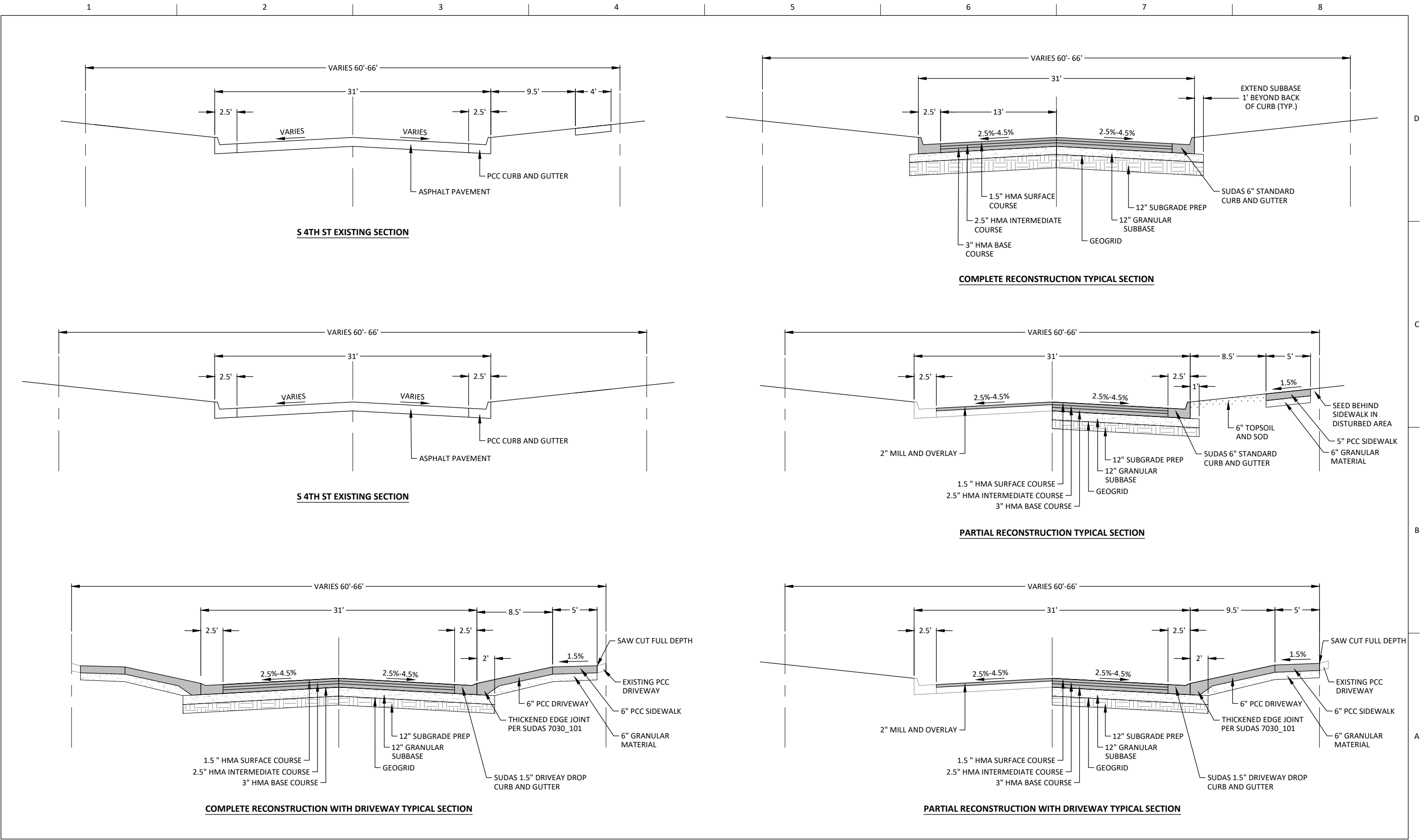
40'

FILENAME | A.1.DWG

SCALE | NA

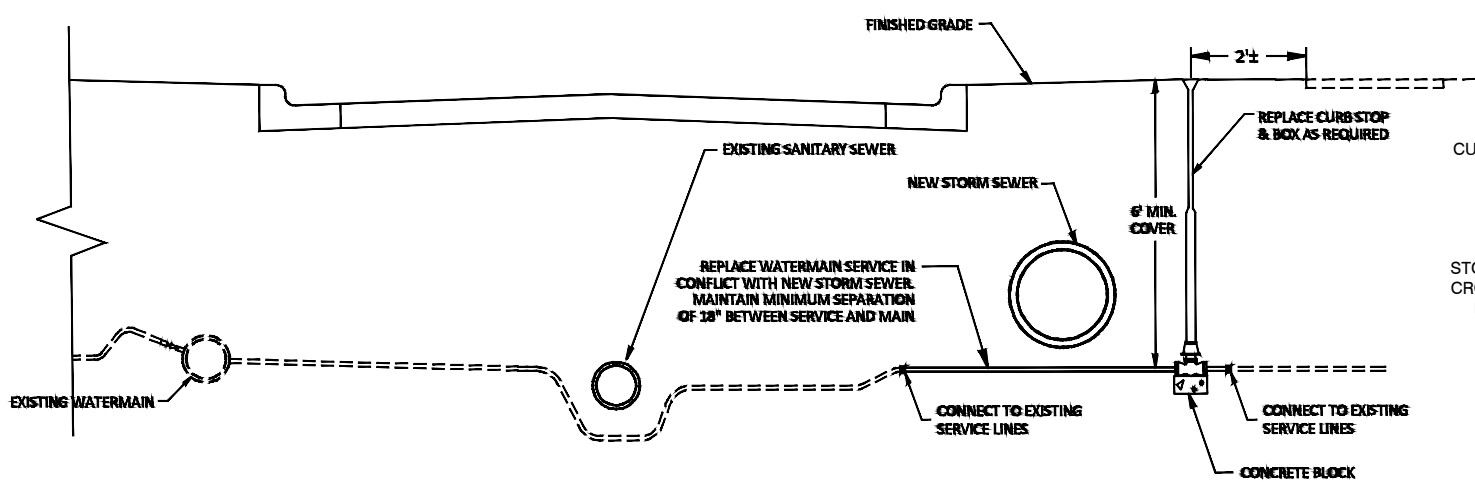
SHEET

A.2

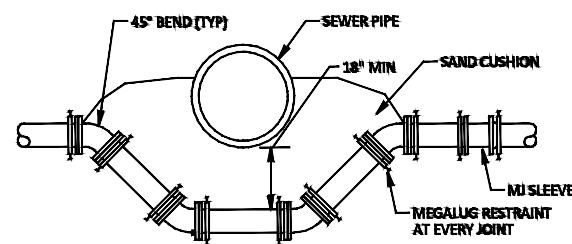


ISSUE	DATE	DESCRIPTION

PROJECT NUMBER	



WATERMAIN OFFSET - HORIZONTAL

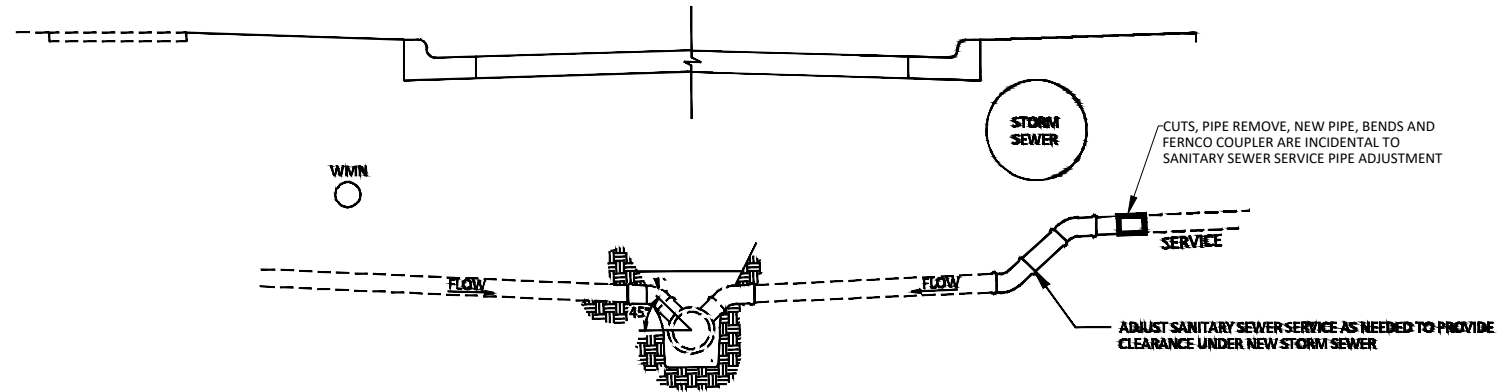


WATERMAIN OFFSET - VERTICAL

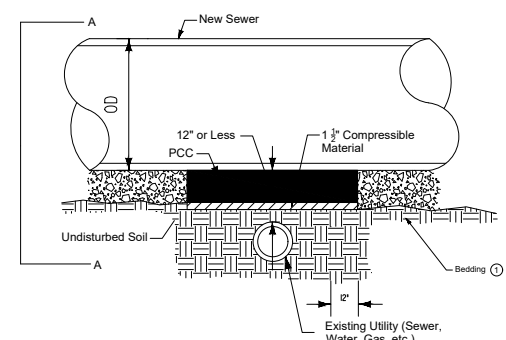
- NOTES:**
1. THIS WATERMAIN OFFSET IS FOR CONFLICTS WITH THE STORM SEWER AT LOCATIONS SHOWN ON THE PLANS
 2. THIS WILL ONLY BE ALLOWED WHEN AUTHORIZED BY THE ENGINEER AND PRIOR TO ANY WORK BEING COMMENCED
 3. PROVIDE MEGALLUG RESTRAINT AT JOINT ON BENDS AND AS SHOWN ON THIS DETAIL
 4. COAT ALL ANCHORAGE AS PER SPECIFICATIONS
 5. PROVIDE SAND CUSHION BETWEEN TOP OF WATERMAIN AND BOTTOM OF SEWER PIPE, MIN DIMENSIONS AS SHOWN THIS DETAIL (INCIDENTAL)
 6. PIPE AND FITTINGS SHALL BE PAID PER UNIT PRICE FOR THOSE ITEMS, PAYMENT FOR ADDITIONAL EXCAVATION, PREPARATION AND BACKFILLING PAID UNDER WATERMAIN OFFSET ITEM UNIT PRICE

① VERIFY SANITARY AND STORM SEWER PIPE ELEVATION TO MAINTAIN 1.5' SEPARATION AND A MINIMUM OF 6" COVER OR CONSTRUCT WATER SERVICE BELOW SANITARY AND STORM SEWER WITH 1.5' MINIMUM SEPARATION.

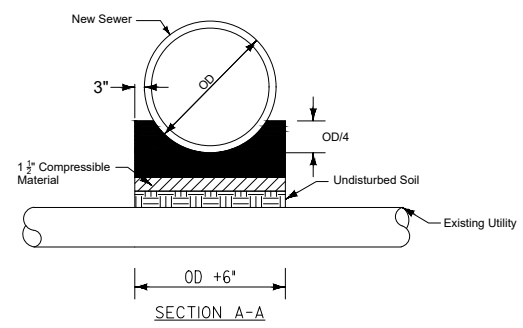
WATER SERVICE REPAIR DETAIL
NOT TO SCALE



SANITARY SEWER SERVICE REPAIR
NOT TO SCALE



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



SECTION A-A

FIGURE 3010.901 SHEET 1 OF 1

REVISION	
1	10.25.14
3010.901	
SHEET 1 of 1	
SEWER PIPE SUPPORT OVER EXISTING UTILITY LINE	

ISSUE	DATE	DESCRIPTION	PROJECT NUMBER

C:\pwworking\central01\1d1259540\C.1.dwg, 12/21/2020 10:46:22 AM, MRASMUSSEN



QUANTITIES

NOTES:

- 1) THIS IS A TIED PLAN SET AND THE BID ITEMS BELOW ARE A COMPLETE LIST OF ALL BID ITEMS AND QUANTITIES TO BE INSTALLED WITH THIS CONTRACT.
- 2) THE TIED PLANS PROVIDE THE WATER MAIN IMPROVEMENTS WHICH HAVE BEEN COMPLETED BY CGA (PROJECT #8811). THESE PLANS ARE LOCATED ON SHEET A.01 TO SHEET D.10.
- 3) DIVISION #2 QUANTITIES ARE FROM THE TIED PLAN SET BY CGA WHICH ARE LISTED UNDER "BID CONTRACTOR" FROM SHEET C.01 IN THE CGA PLANS

Item No.	Item Code	Item	Unit	Division #1 Quantity	Division #2 Quantity
1	2010-108-K-1	FILLING AND PLUGGING OF KNOWN CULVERTS, PIPES, AND CONDUITS, RCP, 36 IN.	LF	50	
2	2010-108-D-1	TOPSOIL, STRIP, SALVAGE AND SPREAD, 8"	SY	5,208	
3	2010-108-E-0	EXCAVATION, CLASS 13, ROADWAY AND BORROW	CY	6,971	
4	2010-108-G-0	SUBGRADE PREPARATION	SY	12,992	
5	2010-108-H-0	SUBGRADE TREATMENT, GEOGRID	SY	12,992	
6	2010-108-I-0	MODIFIED SUBBASE	SY	12,992	
7	2010-108-L-0	COMPACTION TESTING	LS	1	
8	2599-9999999	TREE REMOVAL	EACH	4	
9	2599-9999999	REMOVE & REPLACE MAILBOX	EACH	15	
10	2599-9999999	SIGN REMOVAL & REPLACEMENT	EACH	58	
11	2599-9999999	PRIVATE DRAIN CONNECTION	EACH	1	
12	2599-9999999	SUMP PUMP CONNECTION	EACH	5	
13	2599-9999999	SPECIAL BACKFILL, COMPACTION, REMOVAL, AND INSTALLATION	LS	1	
14	3010-108-A	GRANULAR BACKFILL	TON		1,275
15	3010-108-F-0	TRENCH COMPACTION TESTING	LS	1	
16	4020-108-A-1	STORM SEWER, TRENCHED, RCP, 18 IN.	LF	2,570	
17	4020-108-A-1	STORM SEWER, TRENCHED, RCP, 24 IN.	LF	291	
18	4020-108-A-1	STORM SEWER, TRENCHED, RCP, 30 IN.	LF	438	
19	4020-108-A-1	STORM SEWER, TRENCHED, RCP, 36 IN.	LF	1,860	
20	4020-108-A-1	STORM SEWER, TRENCHED, RCP, 48 IN.	LF	709	
21	4020-108-D-0	REMOVAL OF STORM SEWER, RCP, 12 IN.	LF	498	
22	4020-108-D-0	REMOVAL OF STORM SEWER, RCP, 15 IN.	LF	180	
23	4020-108-D-0	REMOVAL OF STORM SEWER, RCP, 18 IN.	LF	30	
24	4020-108-D-0	REMOVAL OF STORM SEWER, RCP, 24 IN.	LF	634	
25	4020-108-D-0	REMOVAL OF STORM SEWER, RCP, 30 IN.	LF	61	
26	4020-108-D-0	REMOVAL OF STORM SEWER, RCP, 36 IN.	LF	546	
27	4020-108-D-0	REMOVAL OF STORM SEWER, RCP, 40 IN.	LF	1,412	
28	5010-108-A-1	WATER MAIN, TRENCHED, PVC, 6 IN.	LF		1,748
29	5010-108-A-1	WATER MAIN, TRENCHED, PVC, 8 IN.	LF		723
30	5010-108-C-1	FITTING, 45 DEGREE ELBOW, DIP, 6 IN.	EACH		58
31	5010-108-C-1	FITTING, 45 DEGREE ELBOW, DIP, 8 IN.	EACH		54
32	5010-108-C-1	FITTING, TEE, DIP, 8x8x6 IN.	EACH		6
33	5010-108-C-1	FITTING, TEE, DIP, 6x6x6 IN.	EACH		2
34	5010-108-C-1	FITTING, COUPLING, DIP, 6"	EACH		10
35	5010-108-C-1	FITTING, COUPLING, DIP, 8"	EACH		4
36	5010-108-C-1	RETAINER GLAND, 6"	EACH		108
37	5010-108-C-1	RETAINER GLAND, 8"	EACH		56
38	5010-108-C-1	MECHANICAL JOINT ADAPTER, DIP, 6"	EACH		5
39	5010-108-C-1	MECHANICAL JOINT ADAPTER, DIP, 8"	EACH		5
40	5010-108-D-0	WATER SERVICE STUB, COPPER, 3/4 IN.	EACH	6	
41	5010-108-D-0	WATER SERVICE STUB, COPPER, 1 IN.	EACH	0	
42	5010-108-D-0	WATER SERVICE STUB, COPPER, 1-1/2 IN.	EACH	0	
43	5010-108-D-0	WATER SERVICE STUB, COPPER, 2 IN.	EACH	0	

44	5010-108-E-1	WATER SERVICE PIPE, COPPER, 3/4 IN.	LF		22
45	5010-108-E-2	WATER SERVICE CORPORATION, 3/4 IN.	EACH		3
46	5020-108-A-0	VALVE, GATE, 6 IN.	EACH		9
47	5020-108-A-0	VALVE, GATE, 8 IN.	EACH		6
48	5020-108-C-0	FIRE HYDRANT ASSEMBLY	EACH		3
49	5020-108-H-0	FIRE HYDRANT ADJUSTMENT	EACH	1	
50	5020-108-I-0	FIRE HYDRANT ASSEMBLY REMOVAL	EACH		1
51	6010-108-A-0	MANHOLE, SW-401, 60 IN.	EACH	5	
52	6010-108-A-0	MANHOLE, SW-401, 72 IN.	EACH	3	
53	6010-108-A-0	MANHOLE, SW-401, 84 IN.	EACH	5	
54	6010-108-A-0	MANHOLE, SW-401, 96 IN.	EACH	1	
55	6010-108-B-0	INTAKE, SW-513	EACH	2	
56	6010-108-B-0	INTAKE, SW-507	EACH	14	
57	6010-108-B-0	INTAKE, SW-508	EACH	3	
58	6010-108-B-0	INTAKE, SW-508 CIP	EACH	8	
59	6010-108-B-0	INTAKE, SW-541	EACH	25	
60	6010-108-E-0	MANHOLE ADJUSTMENT, MINOR	EACH	19	
61	6010-108-G-0	CONNECTION TO EXISTING INTAKE	EACH	1	
62	6010-108-H-0	REMOVE MANHOLE	EACH	7	
63	6010-108-H-0	REMOVE INTAKE	EACH	26	
64	7010-108-E-0	CURB AND GUTTER, 2.5 FT. (WIDTH), 6 IN. (THICKNESS)	LF	6,175	
65	7020-108-A-0	PAVEMENT, HMA, 7 IN.	TON	4,527	
66	7020-108-I-0	HMA PAVEMENT SAMPLES AND TESTING	LS	1	
67	7021-108-B-0	HMA OVERLAY, 2 IN.	SY	4,076	
68	7030-108-A-0	REMOVAL OF SIDEWALK	SY	1,306	
69	7030-108-A-0	REMOVAL OF DRIVEWAY	SY	1,057	
70	7030-108-E-0	SIDEWALK, PCC, 5 IN.	SY	1,436	
71	7030-108-E-0	SIDEWALK, PCC, 6 IN.	SY	204	
72	7030-108-G-0	DETECTABLE WARNINGS	SF	419	
73	7030-108-H-1	DRIVEWAY, PAVED, PCC, 6 IN.	SY	1,199	
74	7040-108-G-0	MILLING, VARIABLE DEPTH	SY	4,076	
75	7040-108-H-0	PAVEMENT REMOVAL	SY	12,317	
76	8020-108-E-0	PERMANENT TAPE MARKINGS, CROSSWALK	STA	7	
77	8030-108-A-0	TEMPORARY TRAFFIC CONTROL	LS	1	
78	9010-108-A-0	CONVENTIONAL SEEDING, SEEDING, FERTILIZING, AND MULCHING	AC	1	
79	9040-108-A-1	SWPPP PREPARATION	LS	1	
80	9040-108-A-2	SWPPP MANAGEMENT	LS	1	
81	9040-108-R-0	TURF REINFORCEMENT MATS, TYPE 4	SF	110	
82	9040-108-T-1	INLET PROTECTION DEVICE, FILTER SOCK	EACH	53	
83	11,010-108-A	CONSTRUCTION SURVEY	LS	1	
84	11,020-108-A	MOBILIZATION	LS	1	
85	11,030-108-A-0	MAINTENANCE OF POSTAL SERVICE	LS	1	
86	11,030-108-B-0	MAINTENANCE OF SOLID WASTE COLLECTION	LS	1	
87	11,050-108-A-0	CONCRETE WASHOUT	LS	1	

ESTIMATE REFERENCE INFORMATION		
Item No.	Item Code	Description
1	2010-108-K-1	FILLING AND PLUGGING OF KNOWN CULVERTS, PIPES, AND CONDUITS, RCP, 36 IN. SUDAS STANDARD SPECIFICATION
2	2010-108-D-1	TOPSOIL, STRIP, SALVAGE AND SPREAD, 8" A. CONTRACTOR SHALL BE RESPONSIBLE FOR STRIPPING, SALVAGING, STORING AND RESPREADING EXISTING TOPSOIL ON SITE. RESPREAD TOPSOIL SHALL BE TO A MINIMUM DEPTH OF 8 INCHES.
3	2010-108-E-0	EXCAVATION, CLASS 13, ROADWAY AND BORROW A. INCLUDES: IN ADDITION TO THE SUDAS SPECIFICATION, THIS ITEM SHALL INCLUDE THE REMOVAL OF EXISTING SOIL AND AGGREGATE BASE, HAULING AND PLACEMENT OF THE MATERIAL WITHIN THE GRADING LIMITS, HAULING AND PLACEMENT OF EXCESS SOIL(WASTE), AND HAULING AND PLACEMENT OF BORROW MATERIAL IN ACCORDANCE WITH THE SPECIFICATIONS AND THESE PLANS. THE CONTRACTOR SHALL DISPOSE OF EXCESS MATERIAL AND MATERIAL THAT IS NOT SUITABLE FOR EMBANKMENT CONSTRUCTION TO LOCATIONS AS DESIGNATED BY THE ENGINEER. B. THE FINISHED SUBGRADE SHALL BE OF UNIFORM CROSS-SECTION AND APPROVED BY THE ENGINEER PRIOR TO PLACEMENT OF THE MODIFIED SUBBASE. CONTRACTOR SHALL NOTIFY CITY OF ANY DISPUTE WITH EXCAVATION PLAN QUANTITY PRIOR TO CONSTRUCTION, OTHERWISE PLAN QUANTITY WILL BE USED FOR PAYMENT. CUT = 6,971 CY, FILL + 30% = 135 CY
4	2010-108-G-0	SUBGRADE PREPARATION SUDAS STANDARD SPECIFICATION
5	2010-108-H-0	SUBGRADE TREATMENT, GEOGRID SUDAS STANDARD SPECIFICATION
6	2010-108-I-0	MODIFIED SUBBASE SUDAS STANDARD SPECIFICATION
7	2010-108-L-0	COMPACTION TESTING SUDAS STANDARD SPECIFICATION
8	2599-9999999	TREE REMOVAL A. DESCRIPTION: REMOVAL AND DISPOSAL OF TREES IDENTIFIED FOR REMOVAL ON THE PLANS B. MEASUREMENT: MEASUREMENT WILL BE PER EACH TREE THAT IS REMOVED. C. PAYMENT: PAYMENT WILL BE AT THE UNIT PRICE PER EACH. D. INCLUDES: THIS ITEM INCLUDES BUT IS NOT LIMITED TO, ALL MATERIALS, EQUIPMENT, AND LABOR TO THE REMOVAL, HAULING, AND DISPOSAL OF THE REMOVED TREE.
9	2599-9999999	REMOVE & REPLACE MAILBOX A. DESCRIPTION: REMOVAL AND REINSTALLATION OF MAILBOXES THAT WILL BE DISTURBED BY CONSTRUCTION ACTIVITY B. MEASUREMENT: MEASUREMENT WILL BE PER EACH MAILBOX THAT IS REMOVED AND REINSTALLED. C. PAYMENT: PAYMENT WILL BE AT THE UNIT PRICE PER EACH. D. INCLUDES: THIS ITEM INCLUDES BUT IS NOT LIMITED TO, ALL MATERIALS, EQUIPMENT, AND LABOR TO THE REMOVAL AND REPLACEMENT OF THE MAILBOX, MAILBOX POST, MAILBOX FOUNDATION, TRANSPORTATION, AND RESTORATION OF THE MAILBOX AND MAILBOX SURROUNDINGS WITH IN-KIND MATERIALS. MAINTENANCE OF MAILBOXES DURING CONSTRUCTION WILL BE PAID FOR SEPERATELY UNDER BID ITEM 11,030-108-A-0 , MAINTENANCE OF POSTAL SERVICE.
10	2599-9999999	SIGN REMOVAL & REPLACEMENT A. DESCRIPTION: REMOVAL AND REINSTALLATION OF TRAFFIC, STREET, AND INFORMATION SIGNS OWNED BY THE CITY THAT ARE DISTURBED BY CONSTRUCTION ACTIVITY. B. MEASUREMENT: MEASUREMENT WILL BE PER EACH SIGN THAT IS REMOVED AND REINSTALLED. C. PAYMENT: PAYMENT WILL BE AT THE UNIT PRICE PER EACH. D. INCLUDES: THIS ITEM INCLUDES BUT IS NOT LIMITED TO, ALL MATERIALS, EQUIPMENT, AND LABOR REQUIRED FOR THE REMOVAL AND REPLACEMENT OF THE SIGN, SIGN POST, BREAKOFF, TRANSPORTATION, AND RESTORATION OF THE SIGN AND SIGN SURROUNDINGS.
11	2599-9999999	PRIVATE DRAIN CONNECTION A. DESCRIPTION: EXPOSING, EXCAVATING, AND CONNECTING EXISTING PRIVATE GRAVITY FLOW STORM DRAINS TO STORM SEWER PIPE AT LOCATIONS INDICIATED ON THE PLANS. THERE IS APPROXIMATELY 1 LOCATION. B. MEASUREMENT: MEASUREMENT WILL BE PER EACH CONNECTION. C. PAYMENT: PAYMENT WILL BE AT THE UNIT PRICE PER EACH. D. INCLUDES: THIS ITEM INCLUDES BUT IS NOT LIMITED TO, ALL MATERIALS, EQUIPMENT, AND LABOR REQUIRED FOR THE CONNECTION OF GRAVITY FLOW PRIVATE DRAINS TO THE STORM SEWER, EXCAVATON, EXPOSING, CORING, CONNECTING, SLEEVES/FITTINGS, AND BACKFILL.
12	2599-9999999	SUMP PUMP CONNECTION A. DESCRIPTION: EXPOSING, EXCAVATING, AND CONNECTING EXISTING PRIVATE FORCE SUMP PUMP SERVICE TO STORM SEWER PIPE AT LOCATIONS INDICATED ON THE PLANS. THERE ARE APPROXIMATELY 5 LOCATIONS. B. MEASUREMENT: MEASUREMENT WILL BE PER EACH CONNECTION. C. PAYMENT: PAYMENT WILL BE AT THE UNIT PRICE PER EACH. D. INCLUDES: THIS ITEM INCLUDES BUT IS NOT LIMITED TO, ALL MATERIALS, EQUIPMENT, AND LABOR REQUIRED FOR THE CONNECTION OF EXISTING PRIVATE FORCE SUMP PUMP SERVICE TO THE STORM SEWER, EXCAVATION, EXPOSING, CORING, CONNECTING, SLEEVES/FITTINGS, AND BACKFILL.

		SPECIAL BACKFILL, COMPACTION, REMOVAL, AND INSTALLATION A. DESCRIPTION: AT SPECIAL LOCATIONS INDICATED ON THE PLANS, VIBRATORY COMPACTION OF BACKFILL IS PROHIBITED AND FLOWABLE FILL IS TO BE USED. LOCATION INDICATED ON PLANS HAS AN EXISTING WATERPROOF MEMBRANE AT THE FOUNDATION AND CONTRACTOR IS TO TAKE ALL PRECAUTIONS TO ELIMINATE VIBRATION OR OTHER CONSTRUCTION METHODS THAT WOULD IMPACT THE FOUNDATION OF THE HOUSE AT KNOWN ADDRESS 1807 S 4TH STREET, APPROXIMATELY STATION 4+50. B. MEASUREMENT: MEASUREMENT WILL BE LUMP SUM. C. PAYMENT: PAYMENT WILL BE LUMP SUM. D. INCLUDES: THIS ITEM INCLUDES BUT IS NOT LIMITED TO, ALL MATERIALS, EQUIPMENT, LABOR, AND INSURANCE REQUIRED TO ELIMINATE VIBRATORY OR OTHER IMPACT TO KNOWN EXISTING WATERPROOF MEMBRANE ON FOUNDATION AT KNOWN PROPERTY 1807 S 4TH STREET, APPROXIMATELY STATION 4+50 WITH EXISTING WATERPROOF MEMBRANE.
13	2599-9999999	
14	3010-108-A	GRANULAR BACKFILL SEE SHEET C.02 OF CGA PLANS.
15	3010-108-F-0	TRENCH COMPACTION TESTING SUDAS STANDARD SPECIFICATION
16	4020-108-A-1	STORM SEWER, TRENCHED, RCP, 18 IN. A. CONTRACTOR SHALL TELEVIEW ALL STORM SEWERS AND TURN OVER DATA TO CITY UPON COMPLETION OF THE TESTING AND INSPECTION AND PRIOR TO SUBGRADE PREPARATION. DATA SUBMITTAL TO BE APPROVED BY ENGINEER. B. TYPE OF PIPE ALLOWED SHALL BE RCP, CLASS III. ANY LOCATION WHERE THE STORM SEWER IS LOCATED WITHIN 18 INCHES VERTICALLY OR OVER A WATERMAIN THE STORM SEWER PIPE SHALL BE GASKETED WITH THE JOINTS LOCATED AS FAR FROM THE WATER MAIN AS POSSIBLE. C. INCLUDES: IN ADDITION TO THE SUDAS SPECIFICATION, THIS BID ITEM INCLUDES SEWER PIPE SUPPORT WHERE SEPARATION IS LESS THAN 18". REFER DETAIL 3010.901 ON SHEET B.2 AND TO M.1 THROUGH M.21 FOR LOCATIONS. APPROXIMATELY 7 SUPPORT LOCATIONS IN TOTAL FOR THE PROJECT.
17	4020-108-A-1	STORM SEWER, TRENCHED, RCP, 24 IN. A. CONTRACTOR SHALL TELEVIEW ALL STORM SEWERS AND TURN OVER DATA TO CITY UPON COMPLETION OF THE TESTING AND INSPECTION AND PRIOR TO SUBGRADE PREPARATION. DATA SUBMITTAL TO BE APPROVED BY ENGINEER. B. TYPE OF PIPE ALLOWED SHALL BE RCP, CLASS III. ANY LOCATION WHERE THE STORM SEWER IS LOCATED WITHIN 18 INCHES VERTICALLY OR OVER A WATERMAIN THE STORM SEWER PIPE SHALL BE GASKETED WITH THE JOINTS LOCATED AS FAR FROM THE WATER MAIN AS POSSIBLE. C. INCLUDES: IN ADDITION TO THE SUDAS SPECIFICATION, THIS BID ITEM INCLUDES SEWER PIPE SUPPORT WHERE SEPARATION IS LESS THAN 18". REFER DETAIL 3010.901 ON SHEET B.2 AND TO M.1 THROUGH M.21 FOR LOCATIONS. APPROXIMATELY 7 SUPPORT LOCATIONS IN TOTAL FOR THE PROJECT.
18	4020-108-A-1	STORM SEWER, TRENCHED, RCP, 30 IN. A. CONTRACTOR SHALL TELEVIEW ALL STORM SEWERS AND TURN OVER DATA TO CITY UPON COMPLETION OF THE TESTING AND INSPECTION AND PRIOR TO SUBGRADE PREPARATION. DATA SUBMITTAL TO BE APPROVED BY ENGINEER. B. TYPE OF PIPE ALLOWED SHALL BE RCP, CLASS III. ANY LOCATION WHERE THE STORM SEWER IS LOCATED WITHIN 18 INCHES VERTICALLY OR OVER A WATERMAIN THE STORM SEWER PIPE SHALL BE GASKETED WITH THE JOINTS LOCATED AS FAR FROM THE WATER MAIN AS POSSIBLE. C. INCLUDES: IN ADDITION TO THE SUDAS SPECIFICATION, THIS BID ITEM INCLUDES SEWER PIPE SUPPORT WHERE SEPARATION IS LESS THAN 18". REFER DETAIL 3010.901 ON SHEET B.2 AND TO M.1 THROUGH M.21 FOR LOCATIONS. APPROXIMATELY 7 SUPPORT LOCATIONS IN TOTAL FOR THE PROJECT.
19	4020-108-A-1	STORM SEWER, TRENCHED, RCP, 36 IN. A. CONTRACTOR SHALL TELEVIEW ALL STORM SEWERS AND TURN OVER DATA TO CITY UPON COMPLETION OF THE TESTING AND INSPECTION AND PRIOR TO SUBGRADE PREPARATION. DATA SUBMITTAL TO BE APPROVED BY ENGINEER. B. TYPE OF PIPE ALLOWED SHALL BE RCP, CLASS III. ANY LOCATION WHERE THE STORM SEWER IS LOCATED WITHIN 18 INCHES VERTICALLY OR OVER A WATERMAIN THE STORM SEWER PIPE SHALL BE GASKETED WITH THE JOINTS LOCATED AS FAR FROM THE WATER MAIN AS POSSIBLE. C. INCLUDES: IN ADDITION TO THE SUDAS SPECIFICATION, THIS BID ITEM INCLUDES SEWER PIPE SUPPORT WHERE SEPARATION IS LESS THAN 18". REFER DETAIL 3010.901 ON SHEET B.2 AND TO M.1 THROUGH M.22 FOR LOCATIONS. APPROXIMATELY 7 SUPPORT LOCATIONS IN TOTAL FOR THE PROJECT.
20	4020-108-A-1	STORM SEWER, TRENCHED, RCP, 48 IN. A. CONTRACTOR SHALL TELEVIEW ALL STORM SEWERS AND TURN OVER DATA TO CITY UPON COMPLETION OF THE TESTING AND INSPECTION AND PRIOR TO SUBGRADE PREPARATION. DATA SUBMITTAL TO BE APPROVED BY ENGINEER. B. TYPE OF PIPE ALLOWED SHALL BE RCP, CLASS III. ANY LOCATION WHERE THE STORM SEWER IS LOCATED WITHIN 18 INCHES VERTICALLY OR OVER A WATERMAIN THE STORM SEWER PIPE SHALL BE GASKETED WITH THE JOINTS LOCATED AS FAR FROM THE WATER MAIN AS POSSIBLE. C. INCLUDES: IN ADDITION TO THE SUDAS SPECIFICATION, THIS BID ITEM INCLUDES SEWER PIPE SUPPORT WHERE SEPARATION IS LESS THAN 18". REFER DETAIL 3010.901 ON SHEET B.2 AND TO M.1 THROUGH M.21 FOR LOCATIONS. APPROXIMATELY 7 SUPPORT LOCATIONS IN TOTAL FOR THE PROJECT.
21	4020-108-D-0	REMOVAL OF STORM SEWER, RCP, 12 IN. SUDAS STANDARD SPECIFICATION
22	4020-108-D-0	REMOVAL OF STORM SEWER, RCP, 15 IN. SUDAS STANDARD SPECIFICATION
23	4020-108-D-0	REMOVAL OF STORM SEWER, RCP, 18 IN. SUDAS STANDARD SPECIFICATION
24	4020-108-D-0	REMOVAL OF STORM SEWER, RCP, 24 IN. SUDAS STANDARD SPECIFICATION
25	4020-108-D-0	REMOVAL OF STORM SEWER, RCP, 30 IN. SUDAS STANDARD SPECIFICATION
26	4020-108-D-0	REMOVAL OF STORM SEWER, RCP, 36 IN. SUDAS STANDARD SPECIFICATION
27	4020-108-D-0	REMOVAL OF STORM SEWER, RCP, 40 IN. SUDAS STANDARD SPECIFICATION

D

C

B

A

[illegible][illegible]

4TH STREET AND MEADOW LANE STORM SEWER ENHANCEMENTS

ESTIMATE REFERENCE INFORMATION

FILENAME	C.1.DWG	SHEET
SCALE	NA	

1							2							3							4							5							6							7							8						
STORM SEWER STRUCTURES																																																							
STRUC NO	ALIGNMENT	STATION	LOCATION	TYPE	RIM ELEV	OUTLET ELEV	STRUC NO	ALIGNMENT	STATION	LOCATION	TYPE	RIM ELEV	OUTLET ELEV	STRUC NO	ALIGNMENT	STATION	LOCATION	TYPE	RIM ELEV	OUTLET ELEV	STRUC NO	ALIGNMENT	STATION	LOCATION	TYPE	RIM ELEV	OUTLET ELEV	STRUC NO	ALIGNMENT	STATION	LOCATION	TYPE	RIM ELEV	OUTLET ELEV																					
CI 16	S 4TH ST S	2+86.45	15.50 R	SW-541 N	982.14	977.29	CI 49	W OLIVE ST	222+73.97	19.50 R	SW-507 N	947.18	940.99	CI 62	MH X2	18"	6'	0.92%	919.50	919.45	CI 18	MH 2	18"	29'	1.00%	973.70	973.42	CI 17	CI 18	18"	31'	1.66%	974.22	973.70																					
CI 1	S 4TH ST S	2+86.47	15.50 L	SW-507 N	982.26	976.89	CI 48	W OLIVE ST	222+73.98	19.50 L	SW-508 N	947.18	940.50	CI 36	CI 10	18"	31'	1.01%	934.21	933.90	CI 23	CI 3	18"	31'	3.84%	973.46	972.27	CI 23	CI 3	18"	31'	3.84%	973.46	972.27																					
MH 2	S 4TH ST S	3+45.17	14.55 L	SW-401 N - 60"	982.10	973.32	CI 50	W OLIVE ST	223+66.47	19.50 L	SW-508 N	947.86	940.92	CI 23	CI 3	18"	31'	3.84%	973.46	972.27	CI 5	CI 6	18"	317'	2.74%	956.85	948.17	CI 5	CI 6	18"	317'	2.74%	956.85	948.17																					
CI 3	S 4TH ST S	5+23.84	15.50 L	SW-541 N	980.91	971.98	CI 51	W OLIVE ST	223+66.47	19.50 R	SW-507 N	948.01	941.41	CI 5	CI 6	18"	317'	2.74%	956.85	948.17	CI 31	CI 5	18"	31'	0.99%	957.26	956.95	CI 31	CI 5	18"	31'	0.99%	957.26	956.95																					
CI 23	S 4TH ST S	5+23.85	15.50 R	SW-541 N	980.62	973.46	CI 38	COLUMBUS DR	321+04.26	15.50 L	SW-508 N CIP	928.49	921.89	CI 24	MH 4	18"	332'	1.62%	969.88	964.52	CI 24	MH 4	18"	332'	1.62%	969.88	964.52	CI 24	MH 4	18"	332'	1.62%	969.88	964.52																					
CI X2	S 4TH ST S	6+99.82	15.50 R	SW-507 N	979.00	966.74	CI 55	COLUMBUS DR	321+04.26	15.50 R	SW-541 N	928.82	923.30	CI 3	CI X1	18"	174'	3.20%	971.98	966.43	CI 3	CI X1	18"	174'	3.20%	971.98	966.43	CI 3	CI X1	18"	174'	3.20%	971.98	966.43																					
CI X1	S 4TH ST S	7+01.48	15.50 L	SW-541 N	978.98	966.33	CI 64	COLUMBUS DR	323+37.49	15.50 R	SW-541 N	933.29	926.64	MH 25	CI 24	18"	55'	2.36%	971.28	969.98	MH 25	CI 24	18"	55'	2.36%	971.28	969.98	MH 25	CI 24	18"	55'	2.36%	971.28	969.98																					
MH 4	S 4TH ST S	7+59.23	14.74 L	SW-401 N - 60"	977.81	964.42	CI 39	COLUMBUS DR	323+37.49	15.50 L	SW-508 N CIP	933.67	924.11	CI 30	CI 26	18"	31'	1.29%	972.13	971.73	CI 30	CI 26	18"	31'	1.29%	972.13	971.73	CI 30	CI 26	18"	31'	1.29%	972.13	971.73																					
CI 31	S 4TH ST S	11+32.88	15.50 R	SW-541 N	961.00	957.26	CI 40	COLUMBUS DR	325+81.85	15.50 L	SW-508 N CIP	933.06	926.94	CI 27	CI 24	18"	31'	4.44%	971.36	969.98	CI 27	CI 24	18"	31'	4.44%	971.36	969.98	CI 27	CI 24	18"	31'	4.44%	971.36	969.98																					
CI 5	S 4TH ST S	11+32.90	15.50 L	SW-507 N	961.30	956.85	CIX3	COLUMBUS DR	326+25.55	15.50 R	SW-541 N	932.21	928.15	MH 4	CI 5	18"	372'	2.01%	964.42	956.95	MH 4	CI 5	18"	372'	2.01%	964.42	956.95	MH 4	CI 5	18"	372'	2.01%	964.42	956.95																					
CI 32	S 4TH ST S	14+53.63	15.50 R	SW-541 N	953.42	947.98	MH 41	COLUMBUS DR	326+43.14	17.50 L	SW-401 N - 84"	932.23	927.34	MH 2	CI 3	18"	177'	0.70%	973.32	972.08	MH 2	CI 3	18"	177'	0.70%	973.32	972.08	MH 2	CI 3	18"	177'	0.70%	973.32	972.08																					
CI 6	S 4TH ST S	14+53.66	15.50 L	SW-508 N	953.28	947.17	CI 58	COLUMBUS DR	326+46.33	15.50 R	SW-541 N	932.06	927.96	CI 19	MH 2	18"	311'	0.85%	976.06	973.42	CI 19	MH 2	18"	311'	0.85%	976.06	973.42	CI 19	MH 2	18"	311'	0.85%	976.06	973.42																					
CI 8	S 4TH ST N	14+79.45	13.05 R	SW-541 N	954.03	945.41	CI 42	COLUMBUS DR	326+67.64	15.50 L	SW-508 N CIP	932.95	927.55	CI 1	MH 2	18"	57'	6.12%	976.89	973.42	CI 1	MH 2	18"	57'	6.12%	976.89	973.42	CI 1	MH 2	18"	57'	6.12%	976.89	973.42																					
MH 7	S 4TH ST S	14+80.52	15.83 L	SW-401 N - 72"	953.09	946.82	CI 28	S 3RD ST	510+62.26	15.50 L	SW-541 N	976.65	972.65	CI 16	CI 1	18"	31'	1.29%	977.29	976.89	CI 16	CI 1	18"	31'	1.29%	977.29	976.89	CI 16	CI 1	18"	31'	1.29%	977.29	976.89																					
CI 33	S 4TH ST S	14+80.76	40.02 L	SW-541 N	953.31	947.64	CI 29	S 3RD ST	510+62.26	15.50 R	SW-507 N	977.10	972.28	CI 22	CI 19	18"	31'	1.11%	976.50	976.16	CI 22	CI 19	18"	31'	1.11%	976.50	976.16	CI 22	CI 19	18"	31'	1.11%	976.50	976.16																					
CI 35	S 4TH ST N	15+17.88	40.24 R	SW-508 N CIP	954.07	945.43	CI 57	HUISMAN CIR W	626+67.87	15.50 R	SW-541 N	932.33	928.04	MH 20	CI 19	18"	71'	0.49%	976.50	976.16	MH 20	CI 19	18"	71'	0.49%	976.50	976.16	MH 20	CI 19	18"	71'	0.49%	976.50	976.16																					
CI 34	S 4TH ST N	15+19.61	41.01 L	SW-507 N	953.74	948.30	CI 56	HUISMAN CIR W	626+67.87	15.50 L	SW-507 N	932.43	928.30	CI 34	MH 9	18"	55'	4.39%	948.30	945.91	CI 34	MH 9	18"	55'	4.39%	948.30	945.91	CI 34	MH 9	18"	55'	4.39%	948.30	945.91																					
MH 9	S 4TH ST N	15+19.97	15.57 R	SW-401 N - 84"	953.57	944.31	CI 43	CRESTVIEW DR	728+21.61	17.03 R	SW-508 N CIP	936.68	929.20	CI 61	CI 60	18"	35'	4.34%	935.14	933.63	CI 61	CI 60	18"	35'	4.34%	935.14	933.63	CI 61	CI 60	18"	35'	4.34%	935.14	933.63																					
CI 36	S 4TH ST N	17+67.81	15.50 L	SW-541 N	937.92	934.21	CI 61	CRESTVIEW DR	728+52.66	40.51 L	SW-541 N	939.73	935.14	CI X5	CI X4	24"	39'	-8.87%	948.30	951.75	CI X5	CI X4	24"	39'	-8.87%	948.30	951.75	CI X5	CI X4	24"	39'	-8.87%	948.30	951.75																					
CI 10	S 4TH ST N	17+67.81	15.50 R	SW-508 N CIP	938.06	932.30	MH X1	CRESTVIEW DR	728+77.54	21.90 R	SW-401 N - 72"	937.18	931.14	CI X4	CI 33	24"	53'	0.49%	948.00	947.74	CI X4	CI 33	24"	53'	0.49%	948.00	947.74	CI X4	CI 33	24"	53'	0.49%	948.00	947.74																					
CI 11	S 4TH ST N	20+22.27	15.50 R	SW-508 N CIP	929.38	922.43	CI 59	CRESTVIEW DR	728+77.62	15.50 R	SW-541 N	936.88	932.17	CIX3	CI 58	24"	17'	0.50%	928.15	928.06	CIX3	CI 58	24"	17'	0.50%	928.15	928.06	CIX3	CI 58	24"	17'	0.50%	928.15	928.06																					
CI 37	S 4TH ST N	20+28.21	15.50 L	SW-541 N	929.14	923.85	CI 60	CRESTVIEW DR	728+77.65	15.50 L	SW-541 N	937.51	933.13	CI 59	MH X1	24"	6'	0.52%	932.17	932.14	CI 59	MH X1	24"	6'	0.52%	932.17	932.14	CI 59	MH X1	24"	6'	0.52%	932.17	932.14																					
MH 12	S 4TH ST N	20+79.86	17.69 R	SW-401 N - 96"	927.77	920.89	MH 45	CRESTVIEW DR	731+18.63	21.13 R	SW-401 N - 60"	942.40	936.30	CI 32	CI 6	24"	31'	1.01%	947.98	947.67	CI 32	CI 6	24"	31'	1.01%	947.98	947.67	CI 32	CI 6	24"	31'	1.01%	947.98	947.67																					
MH X2	S 4TH ST N	22+86.49	22.32 R	SW-401 N - 84"	924.89	917.00	MH 46	CRESTVIEW DR	733+85.47	20.48 R	SW-401 N - 72"	946.92	939.67	CI 33	MH 7	24"	22'	0.99%	947.64	947.42	CI 33	MH 7	24"	22'	0.99%	947.64	947.42	CI 33	MH 7	24"	22'	0.99%	947.64	947.42																					
CI 63	S 4TH ST N	22+86.53	15.50 L	SW-541 N	924.60	919.92	AI 54	CRESTVIEW DR	734+57.91	27.05 L	SW-513 N	946.67	942.88	CI 60	CI 59	24"	31'	2.79%	933.13	932.27	CI 60	CI 59	24"	31'	2.79%	933.13	932.27	CI 60	CI 59	24"	31'	2.79%	933.13	932.27																					
CI 62	S 4TH ST N	22+86.54	15.50 R	SW-541 N	924.79	919.50	AI 52	CRESTVIEW DR	734+58.77	24.87 R	SW-513 N	945.54	940.98	CI 58	MH 41	24"	33'	0.50%	927.96	927.80	CI 58	MH 41	24"	33'	0.50%	927.96	927.80	CI 58	MH 41	24"	33'	0.50%	927.96	927.80																					
MH 14	S 4TH ST N	24+99.76	20.06 R	SW-401 N - 84"	919.46	912.89																																																	
MH 15	S 4TH ST N	27+89.16	21.66 R	SW-401 E	912.65																																																		
CI 17	MEADOW LN	52+82.58	15.50 R	SW-541 N	982.44	974.22																																																	
CI 18	MEADOW LN	52+82.58	15.50																																																				

1				2				3				4				5				6				7				8			
CONSTRUCT INLET PROTECTION DEVICES (1 EA)				CONSTRUCT SIDEWALK, PCC, 5 IN.				CONSTRUCT CONCRETE RAMP, PCC, 6 IN.				CONSTRUCT DETECTABLE WARNING PANEL					CONSTRUCT DRIVEWAY, PAVED, PCC, 6 IN.				CONSTRUCT PAVEMENT, HMA, 7"				CONSTRUCT CURB AND GUTTER, 2.5' (WIDTH), 6" (THICKNESS)						
STREET	STATION	SIDE	OFFSET	STREET	STATION TO STATION	SIDE	SQ YD.	STREET	STATION	SIDE	SQ. FT.	STREET	STATION	OFFSET	SIDE	SQ. FT.	STREET	STATION TO STATION	SIDE	SQ YD.	STREET	STATION TO STATION	SIDE	TONS	STREET	STATION TO STATION	SIDE	LF			
S 4TH ST S	2+86	R	15	S 4TH ST S	2+65 TO 3+04	L	21	S 4TH ST S	3+07	R	7	S 4TH ST S	3+07	24	R	24	S 4TH ST S	3+99 TO 4+20	R	21	S 4TH ST S	2+65 TO 3+95	L&R	171	S 4TH ST S	2+65 TO 3+06	R	43			
S 4TH ST S	2+86	L	16	S 4TH ST S	3+52 TO 3+77	R	14	S 4TH ST S	3+09	L	7	S 4TH ST S	3+09	23	L	26	S 4TH ST S	4+36 TO 4+56	L	18	S 4TH ST S	3+95 TO 5+16	L	67	S 4TH ST S	2+65 TO 3+07	L	44			
S 4TH ST S	5+24	R	15	S 4TH ST S	3+54 TO 3+70	L	9	S 4TH ST S	3+47	R	7	S 4TH ST S	3+47	23	R	25	S 4TH ST S	5+44 TO 5+68	L	25	S 4TH ST S	5+16 TO 5+31	L&R	17	S 4TH ST S	3+49 TO 4+20	R	48			
S 4TH ST S	5+24	L	16	S 4TH ST S	7+11 TO 7+16	R	3	S 4TH ST S	3+49	L	7	S 4TH ST S	3+49	24	L	24	S 4TH ST S	5+91 TO 6+17	L	27	S 4TH ST S	5+31 TO 6+80	L	82	S 4TH ST S	3+50 TO 7+23	L	376			
S 4TH ST S	7+00	R	16	S 4TH ST S	7+12 TO 7+17	L	3	S 4TH ST S	7+14	L	6	S 4TH ST S	7+14	17	L	10	S 4TH ST S	8+52 TO 8+74	L	47	S 4TH ST S	6+80 TO 8+35	L&R	198	S 4TH ST S	5+16 TO 5+31	R	15			
S 4TH ST S	7+01	L	16	S 4TH ST S	7+73 TO 8+55	L	45	S 4TH ST S	7+14	R	5	S 4TH ST S	7+14	18	R	10	S 4TH ST S	9+69 TO 9+85	L	14	S 4TH ST S	8+35 TO 11+25	L	160	S 4TH ST S	6+80 TO 7+21	R	43			
S 4TH ST S	11+33	R	15	S 4TH ST S	8+71 TO 9+25	L	30	S 4TH ST S	7+74	R	5	S 4TH ST S	7+74	17	R	10	S 4TH ST S	10+37 TO 10+54	L	21	S 4TH ST S	11+25 TO 11+40	L&R	17	S 4TH ST S	7+64 TO 8+35	R	72			
S 4TH ST S	11+33	L	15	S 4TH ST S	14+31 TO 14+38	R	5	S 4TH ST S	7+75	L	5	S 4TH ST S	7+75	17	L	10	S 4TH ST S	10+99 TO 11+15	L	20	S 4TH ST S	11+40 TO 14+00	L	143	S 4TH ST S	7+66 TO 14+75	L	712			
S 4TH ST S	14+54	L	15	S 4TH ST S	14+48 TO 14+71	R	13	S 4TH ST S	14+68	R	4	S 4TH ST S	14+68	20	R	10	S 4TH ST S	11+51 TO 11+69	L	22	S 4TH ST S	14+00 TO 14+76	L&R	86	S 4TH ST S	11+25 TO 11+40	R	15			
S 4TH ST S	14+54	R	16	S 4TH ST S	14+62 TO 14+72	L	3	S 4TH ST S	14+69	L	5	S 4TH ST S	14+69	20	R	10	S 4TH ST S	12+25 TO 12+45	L	29	S 4TH ST N	15+23 TO 15+95	L&R	82	S 4TH ST S	14+00 TO 14+73	R	75			
S 4TH ST N	17+68	L	15	S 4TH ST N	15+26 TO 15+60	R	19	S 4TH ST N	15+28	R	4	S 4TH ST N	15+28	20	R	10	S 4TH ST S	12+93 TO 13+13	L	24	S 4TH ST N	15+95 TO 17+60	R	91	S 4TH ST N	15+24 TO 20+41	R	520			
S 4TH ST N	17+68	R	16	S 4TH ST N	20+90 TO 25+17	R	236	S 4TH ST N	15+29	L	4	S 4TH ST N	15+29	20	L	10	S 4TH ST S	13+71 TO 13+86	L	19	S 4TH ST N	17+60 TO 17+75	L&R	17	S 4TH ST N	15+25 TO 15+95	L	71			
S 4TH ST N	20+22	R	15	S 4TH ST N	25+30 TO 25+38	R	5	EDGE LAND DR	144+17	L	7	EDGE LAND DR	144+17	19	L	10	S 4TH ST S	14+36 TO 14+50	R	18	S 4TH ST N	17+75 TO 19+90	R	118	S 4TH ST N	17+60 TO 17+75	L	15			
S 4TH ST N	20+28	L	15	S 4TH ST N	25+63 TO 27+95	R	128	EDGE LAND DR	144+18	R	7	EDGE LAND DR	144+18	18	R	10	S 4TH ST N	19+91 TO 20+20	L	29	S 4TH ST N	19+90 TO 21+36	L&R	174	S 4TH ST N	19+90 TO 21+36	L	146			
S 4TH ST N	22+87	L	15	MEADOW LN	52+74 TO 52+99	R	14	EDGE LAND DR	144+71	L	7	EDGE LAND DR	144+71	19	L	10	S 4TH ST N	20+79 TO 20+97	L	17	S 4TH ST N	21+36 TO 22+79	R	79	S 4TH ST N	20+84 TO 27+82	R	706			
S 4TH ST N	22+87	R	16	MEADOW LN	53+59 TO 53+70	R	6	EDGE LAND DR	144+72	R	6	EDGE LAND DR	144+72	19	R	10	S 4TH ST N	25+07 TO 25+68	R	71	S 4TH ST N	22+79 TO 22+94	L&R	17	S 4TH ST N	22+79 TO 22+94	L	15			
MEADOW LN	52+83	R	15	MEADOW LN	56+23 TO 56+36	R	7	EDGE LAND DR	147+77	L	7	EDGE LAND DR	147+77	19	L	10	MEADOW LN	54+69 TO 54+87	L	9	S 4TH ST N	22+94 TO 27+82	R	335	MEADOW LN	52+65 TO 53+06	L	43			
MEADOW LN	52+83	L	16	MEADOW LN	56+54 TO 56+75	R	11	EDGE LAND DR	147+78	R	7	EDGE LAND DR	147+78	19	R	10	MEADOW LN	55+47 TO 55+71	L	14	MEADOW LN	52+65 TO 53+09	L&R	51	MEADOW LN	52+65 TO 53+08	R	44			
MEADOW LN	56+26	R	16	MEADOW LN	56+85 TO 57+45	R	33	EDGE LAND DR	148+31	L	7	EDGE LAND DR	147+78	19	R	10	MEADOW LN	56+34 TO 56+57	R	20	MEADOW LN	53+48 TO 53+65	L&R	22	MEADOW LN	53+49 TO 56+66	L	320			
MEADOW LN	56+26	L	16	EDGE LAND DR	144+68 TO 145+29	L	34	EDGE LAND DR	148+31	L	7	EDGE LAND DR	148+31	19	L	10	MEADOW LN	56+72 TO 56+88	R	12	MEADOW LN	53+65 TO 56+33	L	148	MEADOW LN	53+50 TO 53+65	R	16			
EDGE LAND DR	147+63	L	16	EDGE LAND DR	145+49 TO 145+93	L	25	EDGE LAND DR	148+33	R	7	EDGE LAND DR	148+33	19	R	10	EDGE LAND DR	145+26 TO 145+52	L	67	MEADOW LN	56+33 TO 57+50	L&R	142	MEADOW LN	56+33 TO 57+50	R	117			
EDGE LAND DR	147+63	R	15	EDGE LAND DR	147+41 TO 147+81	R	22	W OLIVE ST	214+73	L	5	W OLIVE ST	214+73	20	L	10	EDGE LAND DR	145+93 TO 146+13	L	62	EDGE LAND DR	57+09 TO 57+50	L	43	MEADOW LN	57+09 TO 57+50	L	43			
EDGE LAND DR	148+44	L	16	EDGE LAND DR	147+70 TO 147+80	L	11	W OLIVE ST	214+73	R	4	W OLIVE ST	214+73	23	R	10	EDGE LAND DR	146+73 TO 146+93	L	39	EDGE LAND DR	144+62 TO 144+25	L&R	73	EDGE LAND DR	143+62 TO 144+22	L	62			
EDGE LAND DR	148+44	R	15	EDGE LAND DR	148+29 TO 148+47	L	15	COLUMBUS DR	320+88	L	6	COLUMBUS DR	320+88	20	L	10	EDGE LAND DR	146+93 TO 147+40	L	23	EDGE LAND DR	144+65 TO 145+25	L&R	69	EDGE LAND DR	143+62 TO 144+25	R	64			
W OLIVE ST	214+03	L	20	EDGE LAND DR	148+29 TO 148+47	L	15	COLUMBUS DR	320+90	R	6	COLUMBUS DR	320+90	19	R	10	COLUMBUS DR	321+90 TO 322+06	L	23	EDGE LAND DR	145+25 TO 147+40	L	118	EDGE LAND DR	143+62 TO 144+25	R	64			
W OLIVE ST	214+03	R	19	EDGE LAND DR	148+31 TO 148+36	R	3	COLUMBUS DR	328+10	R	6	COLUMBUS DR	328+10	19	R	10	COLUMBUS DR	322+18 TO 322+48	L	52	EDGE LAND DR	147+40 TO 148+47	L&R	145	EDGE LAND DR	144+66 TO 147+83	L	320			
W OLIVE ST	214+60	R	19	W OLIVE ST	214+40 TO 215+27	L	48	COLUMBUS DR	328+11	L	3	COLUMBUS DR	328+11	16	L	10	COLUMBUS DR	323+96 TO 324+60	L	78	W OLIVE ST	214+00 TO 216+00	L&R	315	EDGE LAND DR	144+67 TO 145+25	R	60			
W OLIVE ST	215+11	L	20	W OLIVE ST	215+82 TO 216+00	L	10	S 3RD ST	510+73	R	6	S 3RD ST	510+73	17	R	10	COLUMBUS DR	324+92 TO 325+26	L	52	W OLIVE ST	222+57 TO 223+87	L&R	215	EDGE LAND DR	144+67 TO 145+25	R	60			
W OLIVE ST	215+66	R	19	W OLIVE ST	222+57 TO 222+96	L	21	S 3RD ST	510+74	L	6	S 3RD ST	510+74	17	L	10	CRESTVIEW DR	729+90 TO 730+66	R	166	W OLIVE ST	222+57 TO 223+87	L&R	215	EDGE LAND DR	147+40 TO 147+84	R	46			
W OLIVE ST	215+93	L	20	W OLIVE ST	223+45 TO 223+87	L	23	S 3RD ST	511+34	R	6	S 3RD ST	511+34	17	R	10	CRESTVIEW DR	730+66 TO 731+23	R	91	COLUMBUS DR	320+82 TO 321+41	L&R	67	EDGE LAND DR	148+26 TO 148+47	L	23			
W OLIVE ST	222+74	L	20	COLUMBUS DR	320+88 TO 321+27	R	24	S 3RD ST	511+35	L	5	S 3RD ST	511+35	17	L	10	CRESTVIEW DR	731+23 TO 731+83	R	92	COLUMBUS DR	321+41 TO 323+30	L	104	EDGE LAND DR	148+27 TO 148+47	R	22			
W OLIVE ST	222+74	R	19	COLUMBUS DR	320+91 TO 321+93	L	57	HUISMAN CIR W	626+57	R	4	HUISMAN CIR W	626+57	17	R	10	MEADOW LN	54+69 TO 54+87	L	9	COLUMBUS DR	323+30 TO 323+45	L&R	17	W OLIVE ST	214+00 TO 214+79	R	81			
W OLIVE ST	223+66	L	20	COLUMBUS DR	322+03 TO 322+21	L	10	HUISMAN CIR W	626+57	L	6	HUISMAN CIR W	626+57	17	L	10	MEADOW LN	55+47 TO 55+71	L	14	COLUMBUS DR	323+45 TO 325+94	L								

[illegible]

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POLLUTION PREVENTION PLAN This project is regulated by the requirements of the Iowa Department of Natural Resources (DNR) National Pollutant Discharge Elimination System (NPDES) General Permit No. 2 OR an Iowa Department of Natural Resources (DNR) National Pollutant Discharge Elimination System (NPDES) individual storm water permit. The Contractor shall carry out the terms and conditions of this permit and the Pollution Prevention Plan (PPP). This Base PPP includes information on Roles and Responsibilities, Project Site Description, Controls, Maintenance Procedures, Inspection Requirements, Non-Storm Water Controls, Potential Sources of Off Right-of-Way Pollution, and Definitions. This plan references other documents rather than repeating the information contained in the documents. A copy of this Base Pollution Prevention Plan, amended as needed per plan revisions or by contract modification, will be readily available for review. All contractors shall conduct their operations in a manner that controls pollutants, minimizes erosion, and prevents sediments from entering waters of the state and leaving the highway right-of-way. The prime contractor shall be responsible for compliance and implementation of the PPP for their entire contract. This responsibility shall be further shared with subcontractors whose work is a source of potential pollution as defined in this PPP. I. ROLES AND RESPONSIBILITIES A. Designer: 1. Prepares Base PPP included in the project plan. 2. Prepares Notice of Intent (NOI) submitted to Iowa DNR. 3. Is signature authority on the Base PPP. B. Contractor: 1. Signs a co-permittee certification statement adhering to the requirements of the NPDES permit and this PPP. All co-permittees are legally required under the Clean Water Act and the Iowa Administrative Code to ensure compliance with the terms and conditions of this PPP. 2. Designates a Water Pollution Control Manager (WPCM), who has the duties and responsibilities to insure compliance with the administrative provisions of the NPDES Permit, including record keeping, documentation, updating SWPPP, filing the notice of discontinuation. 3. Submits an Erosion Control Implementation Plan (ECIP) and ECIP updates. Refer to III.A below for content. 4. Installs and maintains appropriate controls. This work may be subcontracted. 5. Supervises and implements good housekeeping practices. 6. Conducts joint required inspections of the site with inspection staff. When Contractor is not mobilized on site, Contractor may delegate this responsibility to a trained or certified subcontractor. Contracting Authority also may waive joint inspection requirement during winter shutdown. In both circumstances, WPCM (or trained or certified delegate from the Contractor) is still responsible to review and sign inspection reports. C. Subcontractors: 1. Sign a co-permittee certification statement adhering to the requirements of the NPDES permit and this PPP if responsible for sediment or erosion controls or involved in land disturbing activities. All co-permittees are legally required under the Clean Water Act and the Iowa Administrative Code to ensure compliance with the terms and conditions of this PPP. 2. Implement good housekeeping practices. D. Project Engineer: 1. Is Project Storm Water Manager. 2. Takes actions necessary to ensure compliance with storm water requirements including, where appropriate, issuing stop work orders, and directing additional inspections at construction project sites that are experiencing problems with achieving permit compliance. 3. Orders the taking of measures to cease, correct, prevent, or minimize the consequences of non-compliance with the storm water requirements of the Applicable Permit. 4. Supervises all work necessary to meet storm water requirements at the Project, including work performed by contractors and subcontractors. 5. Requires employees, contractors, and subcontractors to take appropriate responsive action to comply with storm water requirements, including requiring any such person to cease or correct a violation of storm water requirements, and to order or recommend such other actions as necessary to meet storm water requirements. 6. Is familiar with the Project PPP and storm water site map. 7. Is the point of contact for the Project for regulatory officials, Inspector, contractors, and subcontractors regarding storm water requirements. 8. Is signature authority on Notice of Discontinuation. E. Inspector: 1. Updates PPP whenever there is a change in design, construction, operation, or maintenance which has a significant effect on the discharge of pollutants from the project. 2. Maintains an up-to-date record that identifies contractors and subcontractors as co-permittees. 3. Makes these plans available to the DNR upon their request. 4. Conducts joint required inspections of the site with the contractor/subcontractor. 5. Completes an inspection report after each inspection. 6. Is signature authority on storm water inspection reports. II. PROJECT SITE DESCRIPTION A. This Pollution Prevention Plan (PPP) is for the drainage enhancements in Marshalltown along 4th Street. B. This PPP covers approximately 8.5 acres with an estimated 4.7 acres being disturbed. The portion of the PPP covered by this contract has 4.7 acres disturbed. C. The PPP is located in an area of Tama-Muscatine-Downs soil association. The estimated weighted average runoff coefficient number for this PPP after completion will be 0.61. D. Storm Water Site Map - Multiple sources of information comprise the base storm water site map including: 1. Proposed Slopes - Cross Sections. 2. Location of Structural Controls - Tabulations in C sheets. 3. Locations of Non-structural Controls - Tabulations in C sheets. 4. Locations of Stabilization Practices - Tabulations in C sheets. 5. Surface Waters (including wetlands) - Project Location Map and Plan and Profile sheets. E. The base storm water site map is amended by contract modifications and progress payments (fieldbook entries) of completed erosion control work. Also, due to project phasing, erosion and sediment controls shown on project plans may not be installed until needed, based on site conditions. Installed locations may also be modified from tabulation locations by field staff. Installed locations will be documented by fieldbook entries. F. Runoff from this work will flow into storm sewer system, then Linn Creek, then Iowa River.				III. CONTROLS A. The Contractor’s ECIP for accomplishment of storm water controls should clearly describe the intended sequence of major activities, and for each activity define the control measure and the timing during the construction process that the measure will be implemented. B. Preserve vegetation in areas not needed for construction. C. SUDAS defines requirements to implement erosion and sediment control measures. Actual quantities used and installed locations may vary from the Base PPP and amendment of the plan will be documented via fieldbook entries or by contract modification. Additional erosion and sediment control items may be required as determined by the inspector and/or contractor during storm water monitoring inspections. If the work involved is not applicable to any contract items, the work will be paid for according to SUDAS Division 1 Specifications, Section 1020. 1. EROSION AND SEDIMENT CONTROLS a. Stabilization Practices 1) Site plans will ensure that existing vegetation or natural buffers are preserved where attainable and disturbed portions of the site will be stabilized. 2) Initialize stabilization of disturbed areas immediately after clearing, grading, excavating, or other earth disturbing activities have: a) Permanently ceased on any portion of the site, or b) Temporarily ceased on any portion of the site and will not resume for a period exceeding 14 calendar days. 3) Staged permanent and/or temporary stabilizing seeding and mulching shall be completed as the disturbed areas are completed. Incomplete areas shall be stabilized according to paragraph III, C, 1, a, 2, b above. 4) Permanent and Temporary Stabilization practices to be used for this project are located in the Estimated Project Quantities Tab and Estimate Reference Information Tab located in the C sheets. Typical drawings detailing construction of the practices to be used on this project are referenced in the Specified detail sheets and Standard Road Plans. 5) Preservation of existing vegetation within right-of-way or easements will act as vegetative buffer strips. 6) Preservation of topsoil: Bid items to be used for this project are located in the Estimated Project Quantities and Estimate Reference Information located in the C sheets. Additional information may be found in Bid Tabulations and Estimate Reference Information. b. Structural Practices 1) Structural practices will be implemented to divert flows from exposed soils and detain or otherwise limit runoff and the discharge of pollutants from exposed areas of the site. Additionally, structural practices may include: silt basins that provide 3600 cubic feet of storage per acre drained or equivalent sediment controls, outlet structures that withdraw water from surface when discharging basins, and controls to direct storm water to vegetated areas. 2) Structural practices to be used for this project are located in the Estimated Project Quantities and Estimate Reference Information located in the C sheets, as well as all other item specific Tabulations. Typical drawings detailing construction of the devices to be used on this project can be found in specified detail sheets or the Standard Road Plans Tabulation. c. Storm Water Management 1) Measures shall be installed during the construction process to control pollutants in storm water discharges that will occur after construction operations have been completed. This may include velocity dissipation devices at discharge locations and along length of outfall channel as necessary to provide a non-erosion velocity flow from structure to water course. If included with this project, these items are located in the Estimated Project Quantities and Estimate Reference Information located in the C sheets, as well as all other item specific Tabulations. Typical drawings detailing construction of the practices to be used on this project are referenced in the Detail Sheets and Standard Road Plans in the C sheets. The installation of these devices may be subject to Section 404 of the Clean Water Act. 2. OTHER CONTROLS a. Contractor disposal of unused construction materials and construction material wastes shall comply with applicable state and local waste disposal, sanitary sewer, or septic system regulations. In the event of a conflict with other governmental laws, rules and regulations, the more restrictive applicable laws, rules or regulations shall apply. 1) Vehicle Entrances and Exits - Construct and maintain entrances and exits to prevent tracking of sediments onto roadways. 2) Material Delivery, Storage and Use - Implement practices to prevent discharge of construction materials during delivery, storage, and use. 3) Stockpile Management - Install controls to reduce or eliminate pollution of storm water from stockpiles of soil and paving. 4) Waste Disposal - Do not discharge any materials, including building materials, into waters of the state, except as authorized by a Section 404 permit. 5) Spill Prevention and Control - Implement chemical spill and leak prevention and response procedures to contain and clean-up spills and prevent material discharges to the storm drain system and waters of the state. 6) Concrete Residuals and Washout Wastes - Waste shall not be discharged to a surface water and is not allowed to adversely affect a water of the state. Designate temporary concrete washout facilities for rinsing out concrete trucks. Provide directions to truck drivers where designated washout facilities are located. Designated washout areas should be located at least 50 feet away from storm drains, streams or other water bodies. Care should be taken to ensure these facilities do not overflow during storm events. 7) Concrete Grooving/Grinding Slurry - Do not discharge slurry to a waterbody or storm drain. Slurry may be applied on foreslopes or removed from the project. 8) Vehicle and Equipment Storage and Maintenance Areas - Perform on site fueling and maintenance in accordance with all environment laws such as proper storage of onsite fuels and proper disposal of used engine oil or other fluids on site. Employ washing practices that prevent contamination of surface and ground water from wash water. Wash waters must be treated in a sediment basin or alternative control that provides equivalent or better treatment prior to discharge. 9) Litter Management - Ensure employees properly dispose of litter. Minimize exposure of trash if exposure to precipitation or storm water would result in a discharge of pollutants. 10) Dewatering - Properly treat water to remove suspended sediment before it re-enters a waterbody or discharges off-site. Measures are also to be taken to prevent scour erosion at dewatering discharge point. 3. APPROVED STATE OR LOCAL PLANS During the course of this construction, it is possible that situations will arise where unknown materials will be encountered. When such situations are encountered, they will be handled according to all federal, state, and local regulations in effect at the time.				D C B A
IV. MAINTENANCE PROCEDURES The Contractor is required to maintain all temporary erosion and sediment control measures in proper working order, including cleaning, repairing, or replacing them throughout the contract period. This shall begin when the features have lost 50% of their capacity.								

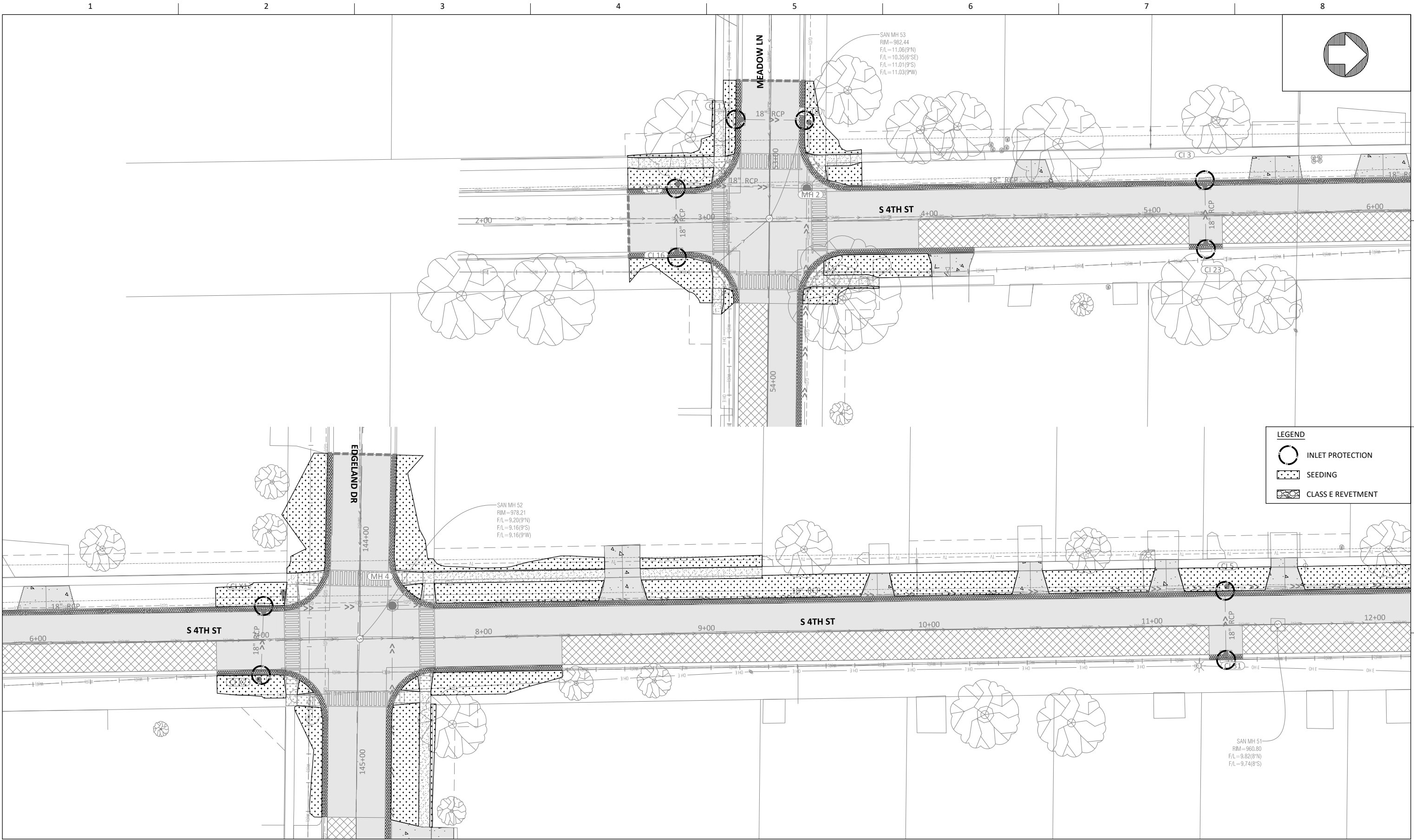


ISSUE	DATE	DESCRIPTION

PROJECT NUMBER	

1	2	3	4	5	6	7	8	
V. INSPECTION REQUIREMENTS A. Inspections shall be made jointly by the Contractor and the Contracting Authority at least once every seven calendar days. Storm water monitoring inspections will include: 1. Date of the inspection. 2. Summary of the scope of the inspection. 3. Name and qualifications of the personnel making the inspection. 5. Review of erosion and sediment control measures within disturbed areas for the effectiveness in preventing impacts to receiving waters. 6. Major observations related to the implementation of the PPP. 7. Identification of corrective actions required to maintain or modify erosion and sediment control measures. B. Include storm water monitoring inspection reports in the Amended PPP. Incorporate any additional erosion and sediment control measures determined as a result of the inspection. Immediately begin corrective actions on all deficiencies found within 3 calendar days of the inspection and complete within 7 calendar days following the inspection. If it is determined that making the corrections less than 72 hours after the inspection is impracticable, it should be documented why it is impracticable and indicate an estimated date by which the corrections will be made. VI. NON-STORM WATER DISCHARGES This includes subsurface drains (i.e. longitudinal and standard subdrains) and slope drains. The velocity of the discharge from these features may be controlled by the use of headwalls or blocks, Class A stone, erosion stone or other appropriate materials. This also includes uncontaminated groundwater from dewatering operations, which will be controlled as discussed in Section III of the PPP. VII. POTENTIAL SOURCES OF OFF RIGHT-OF-WAY (ROW) POLLUTION Silts, sediment, and other forms of pollution may be transported onto highway right-of-way (ROW) as a result of a storm event. Potential sources of pollution located outside highway ROW are beyond the control of this PPP. Pollution within highway ROW will be conveyed and controlled per this PPP. VIII. DEFINITIONS A. Base PPP - Initial Pollution Prevention Plan. B. Amended PPP - May include Plan Revisions or Contract Modifications for new items, storm water monitoring inspection reports, and fieldbook entries made by the inspector. C. IDR - Inspector's Daily Report - this contains the inspector's daily diary and bid item postings. D. Controls - Methods, practices, or measures to minimize or prevent erosion, control sedimentation, control storm water, or minimize contaminants from other types of waste or materials. Also called Best Management Practices (BMPs). E. Signature Authority - Representative authorized to sign various storm water documents. ----- CERTIFICATION STATEMENT I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations. Signature Printed or Typed Name Signature								D
								C
								B
								A

ISSUE	DATE	DESCRIPTION	PROJECT NUMBER



MARSHALLTOWN
IOWA

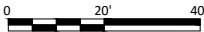


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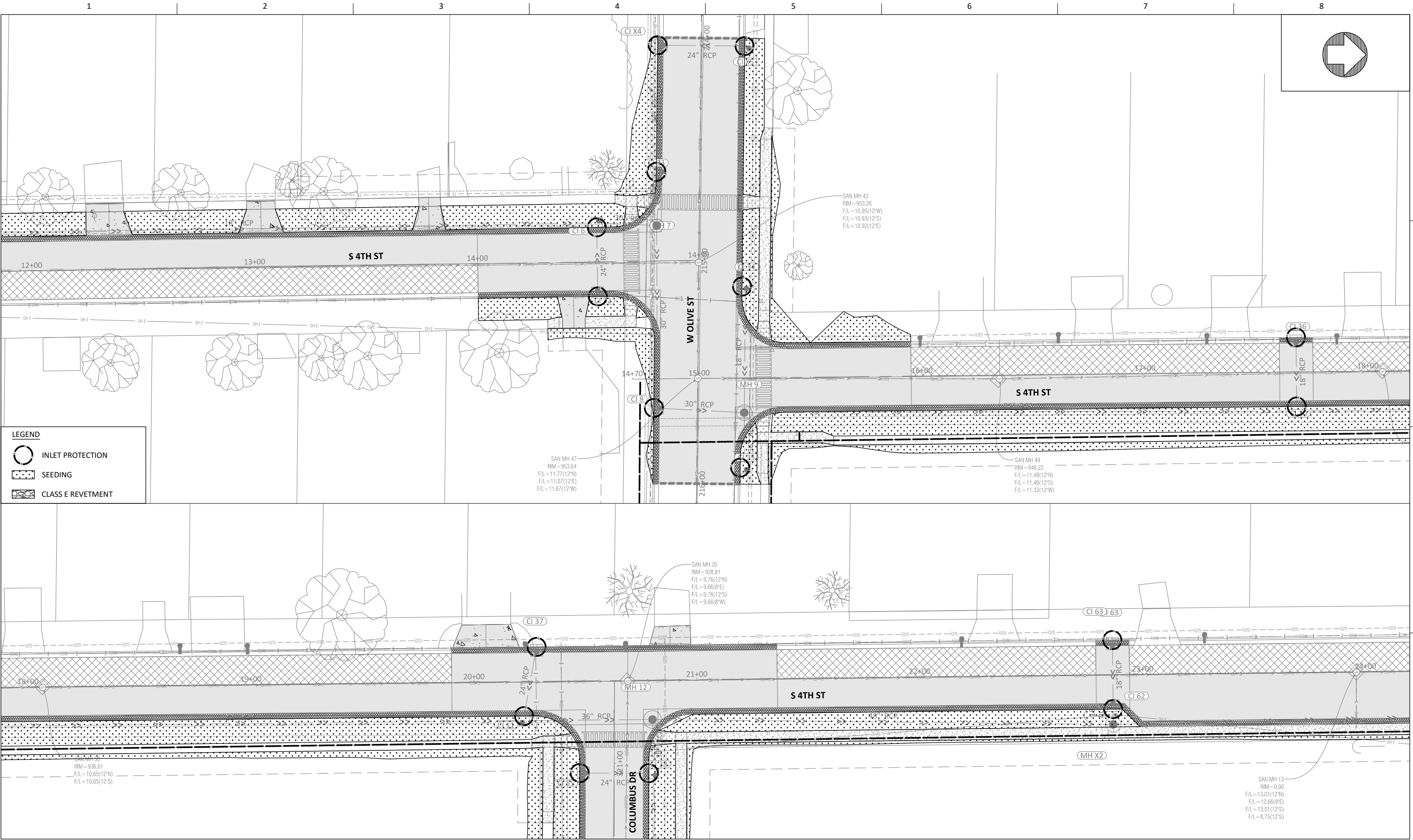
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STORM SEWER ENHANCEMENTS

EROSION CONTROL PLAN
S 4TH ST



FILENAME | CE.1.DWG
SCALE | 1" = 20'

SHEET
CE.1



MARSHALLTOWN
IOWA

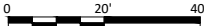


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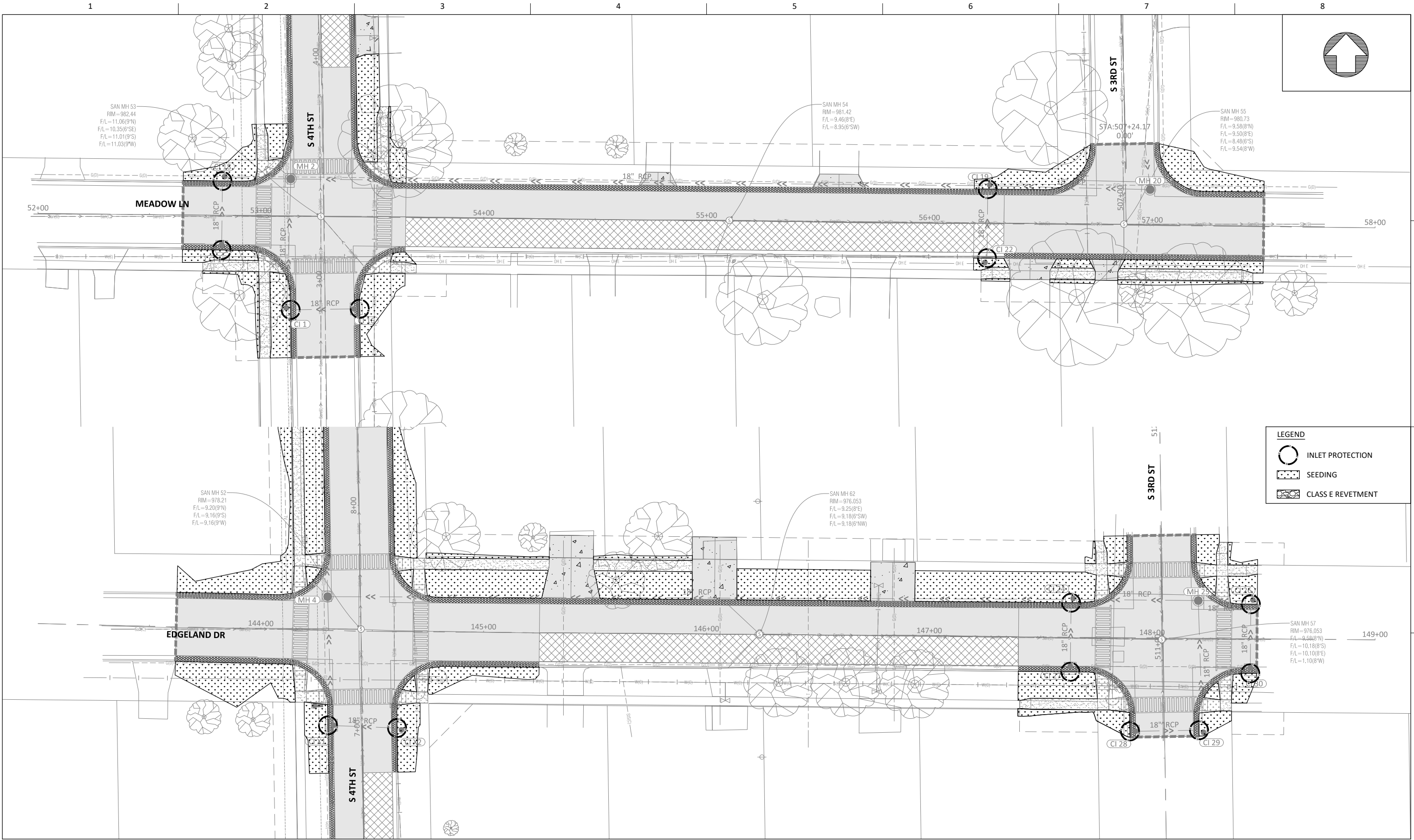
4TH STREET AND MEADOW LANE
STORM SEWER ENHANCEMENTS

EROSION CONTROL PLAN
S 4TH ST



FILENAME | CE.1.DWG
SCALE | 1" = 20'

SHEET
CE.2



MARSHALLTOWN
IOWA

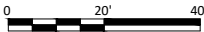


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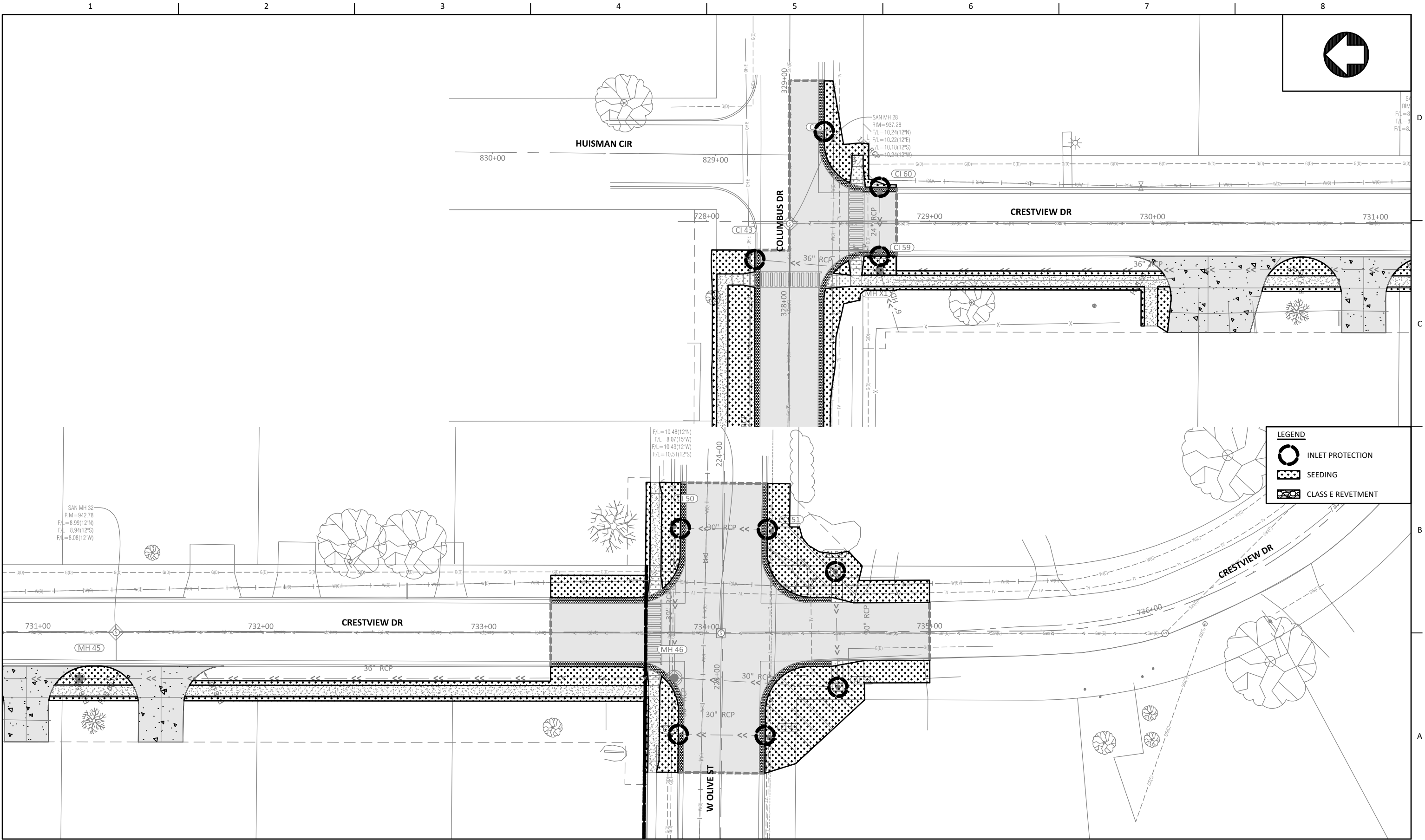
4TH STREET AND MEADOW LANE
STORM SEWER ENHANCEMENTS

EROSION CONTROL PLAN
MEADOW LN / EDGELAND DR



FILENAME | CE.1.DWG
SCALE | 1" = 20'

SHEET
CE.4



MARSHALLTOWN
IOWA

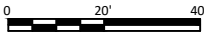


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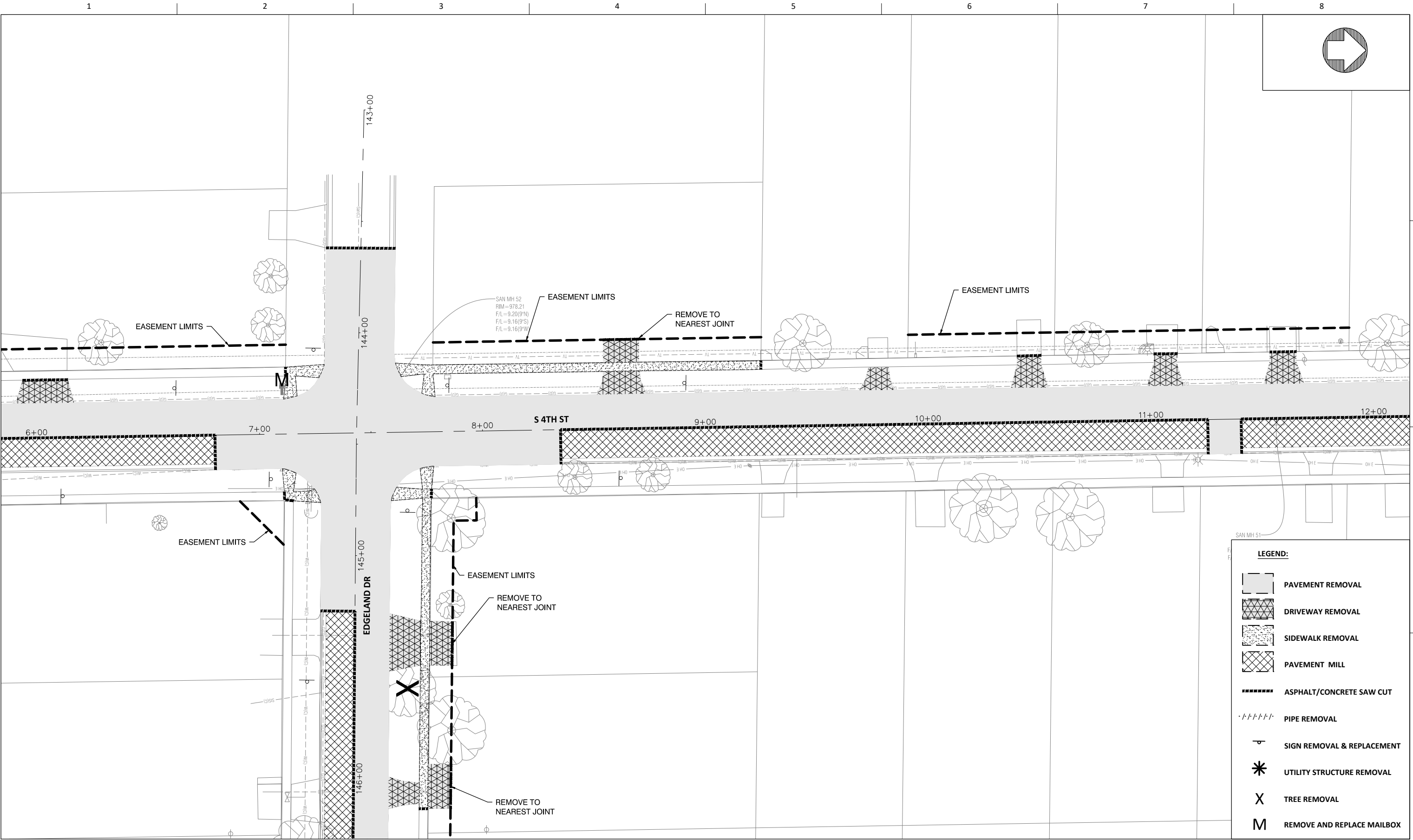
4TH STREET AND MEADOW LANE
STORM SEWER ENHANCEMENTS

EROSION CONTROL PLAN
CRESTVIEW DR



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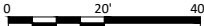
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CE.6



ISSUE	DATE	DESCRIPTION

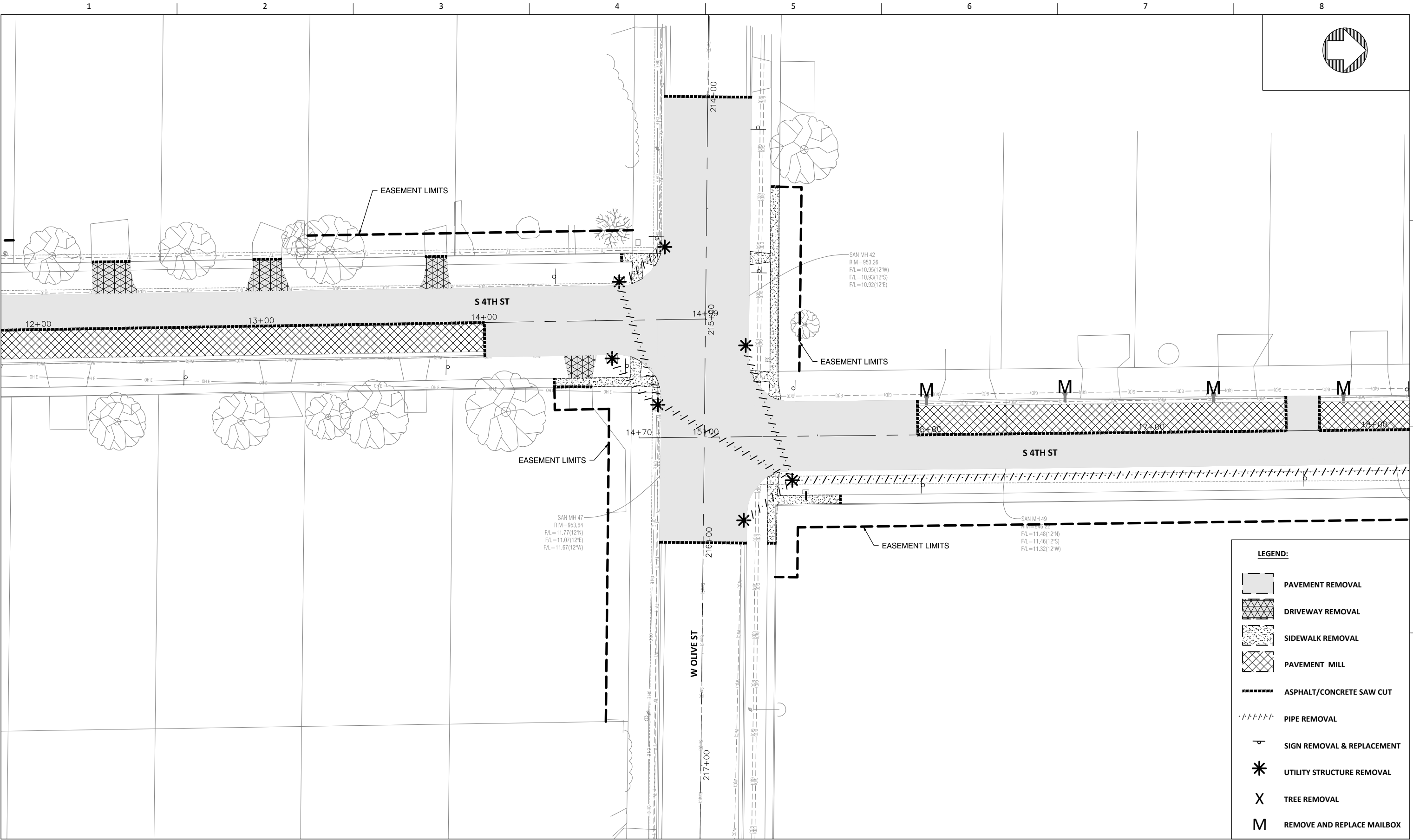
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4TH STREET AND MEADOW LANE
STORM SEWER ENHANCEMENTS



REMOVALS
S 4TH ST

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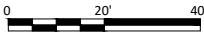
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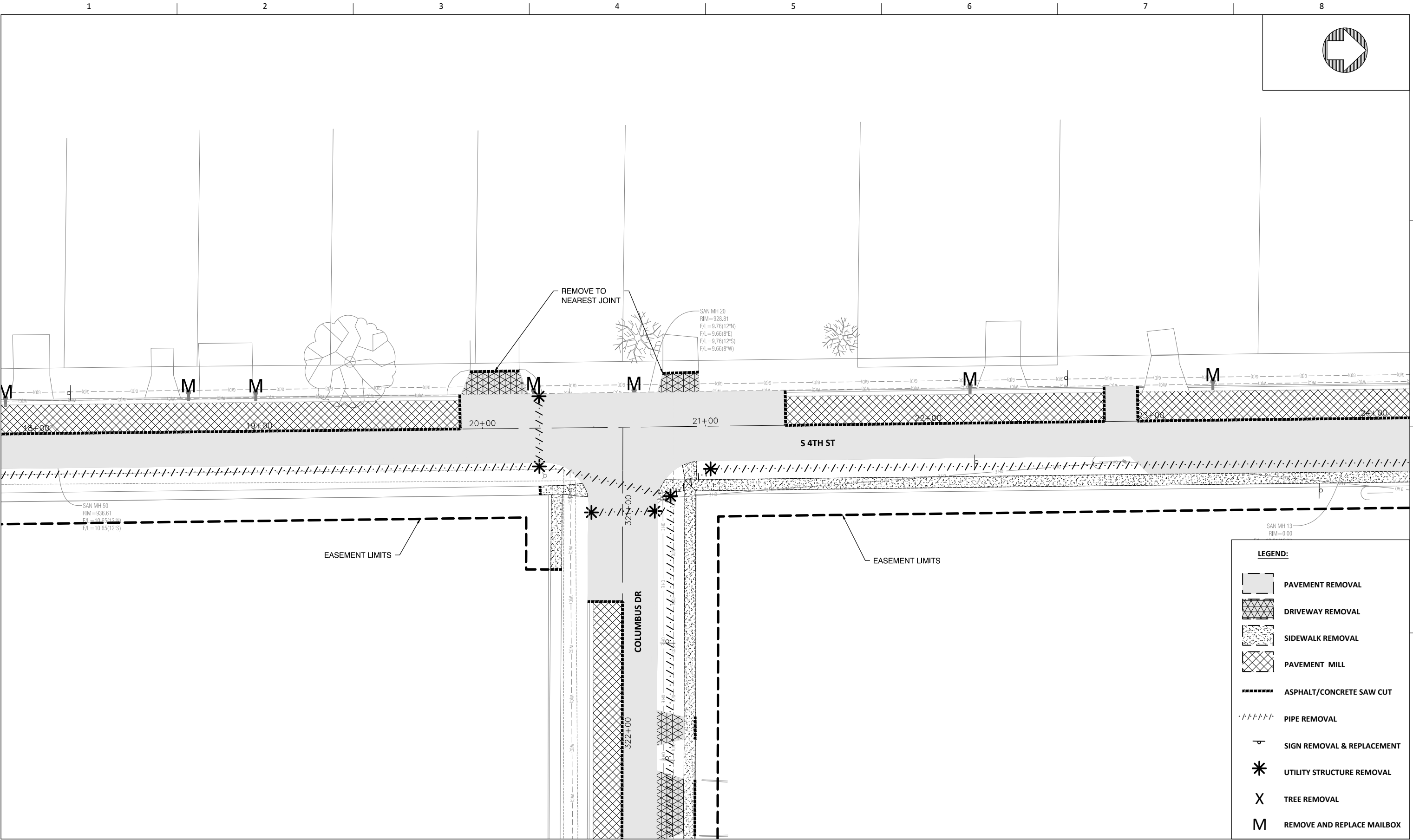
4TH STREET AND MEADOW LANE
STORM SEWER ENHANCEMENTS



REMOVALS
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SCALE	1" = 20'

SHEET
CR.3



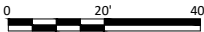
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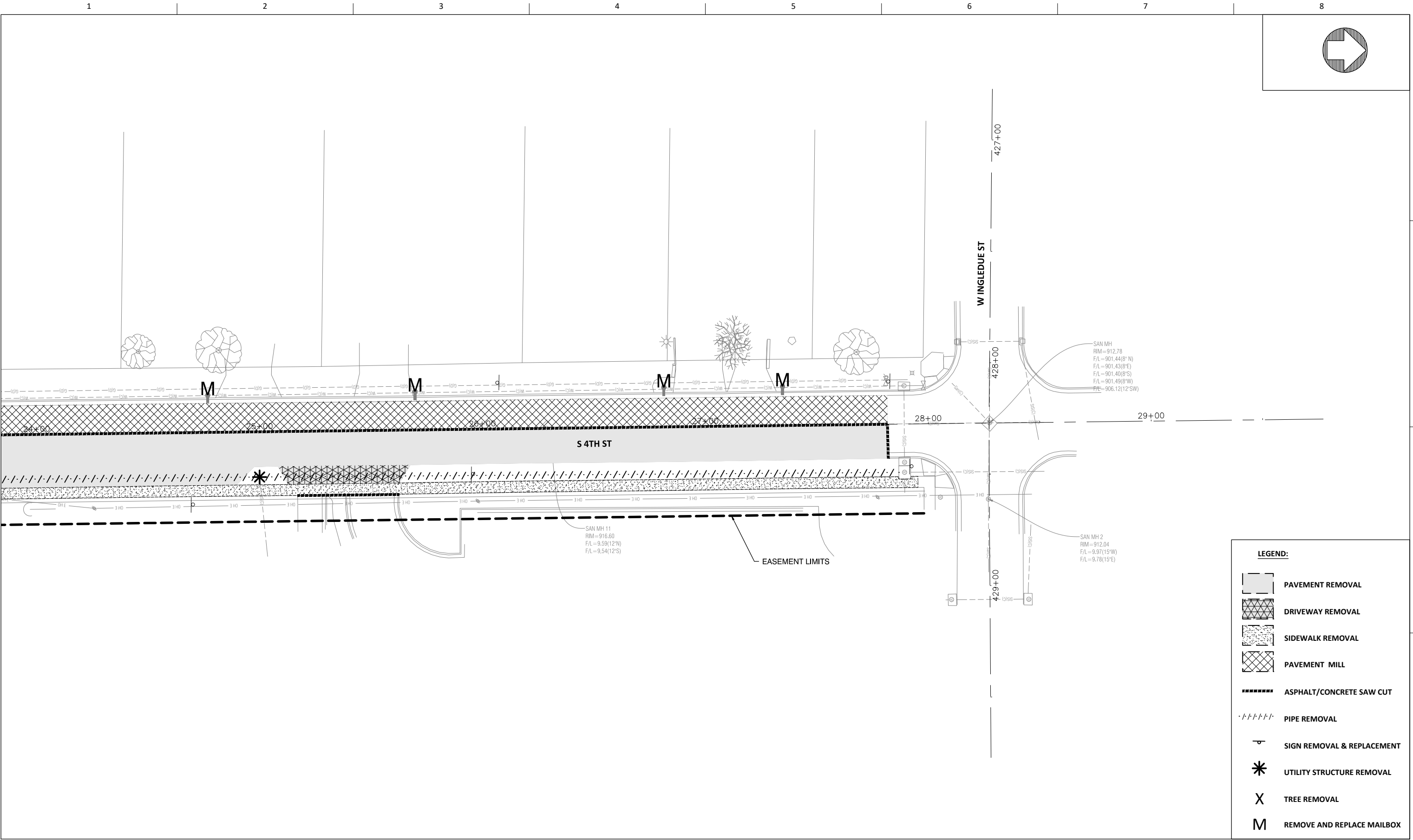
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STORM SEWER ENHANCEMENTS



REMOVALS
S 4TH ST

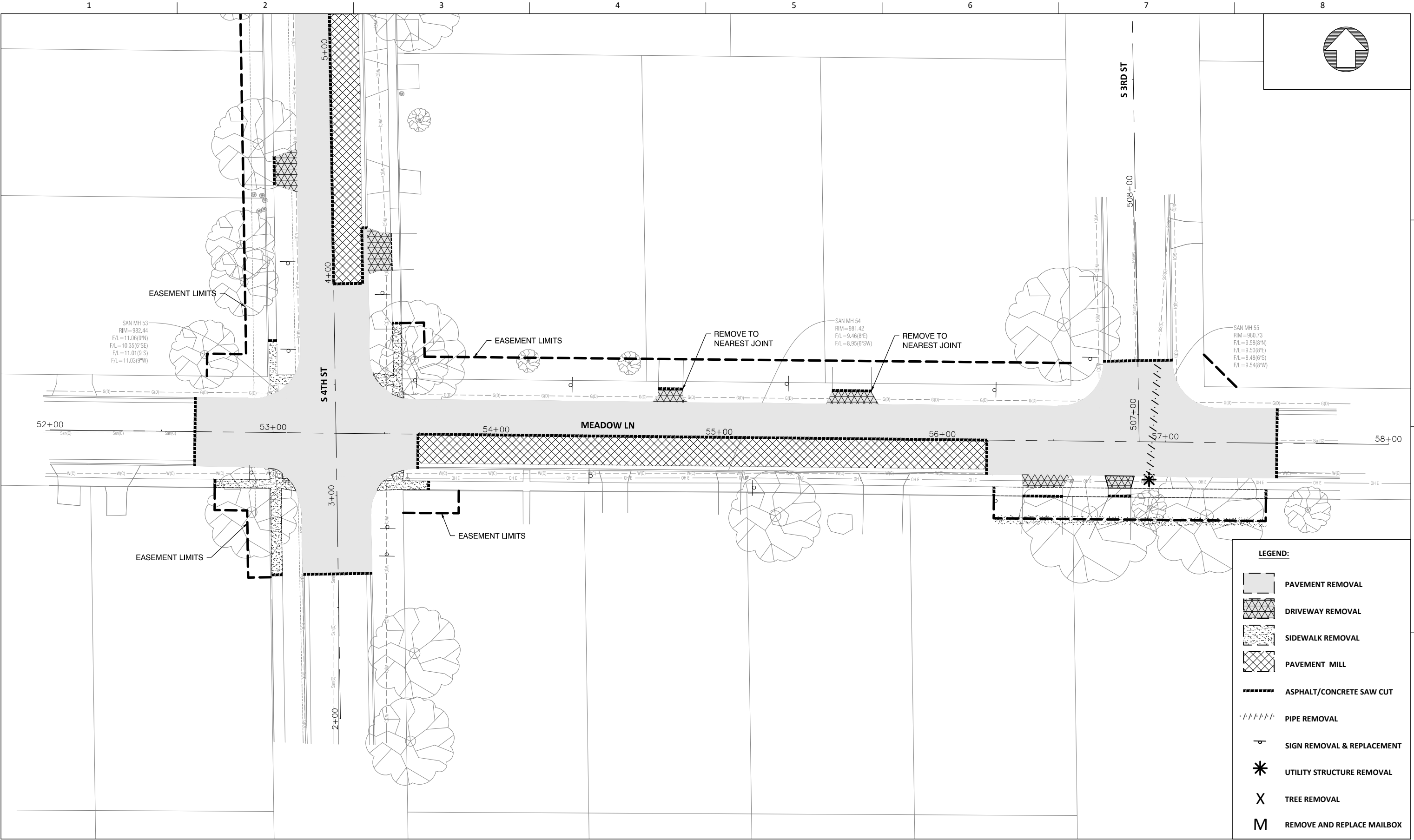
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CR.4



ISSUE	DATE	DESCRIPTION

PROJECT NUMBER	



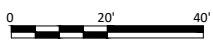
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- DRIVEWAY REMOVAL
- SIDEWALK REMOVAL
- PAVEMENT MILL
- ASPHALT/CONCRETE SAW CUT
- PIPE REMOVAL
- SIGN REMOVAL & REPLACEMENT
- UTILITY STRUCTURE REMOVAL
- TREE REMOVAL
- REMOVE AND REPLACE MAILBOX



ISSUE	DATE	DESCRIPTION	PROJECT NUMBER	

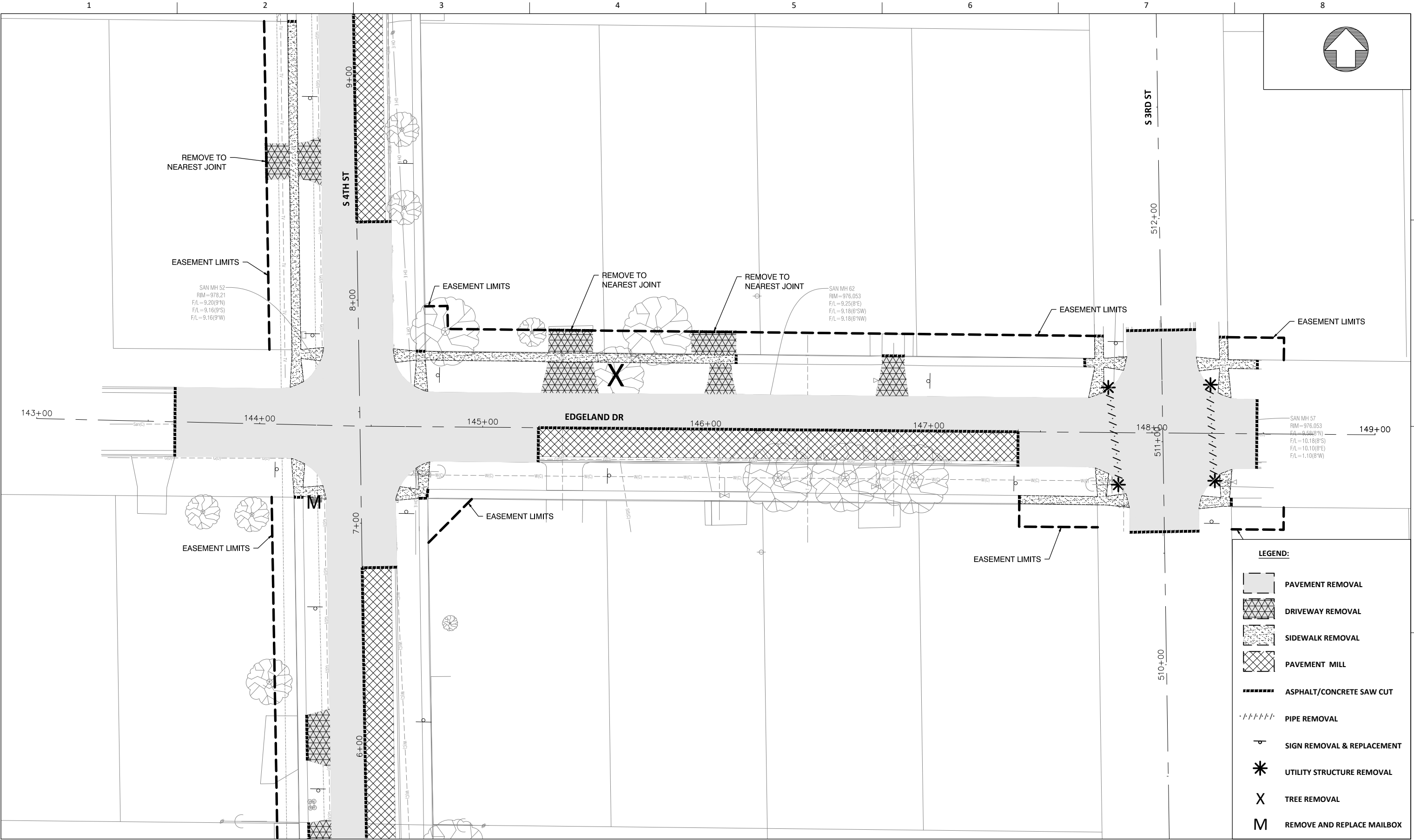
4TH STREET AND MEADOW LANE
STORM SEWER ENHANCEMENTS



REMOVALS
MEADOW LN

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SCALE | 1" = 20'

SHEET
CR.6



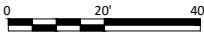
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IOWA



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PROJECT NUMBER

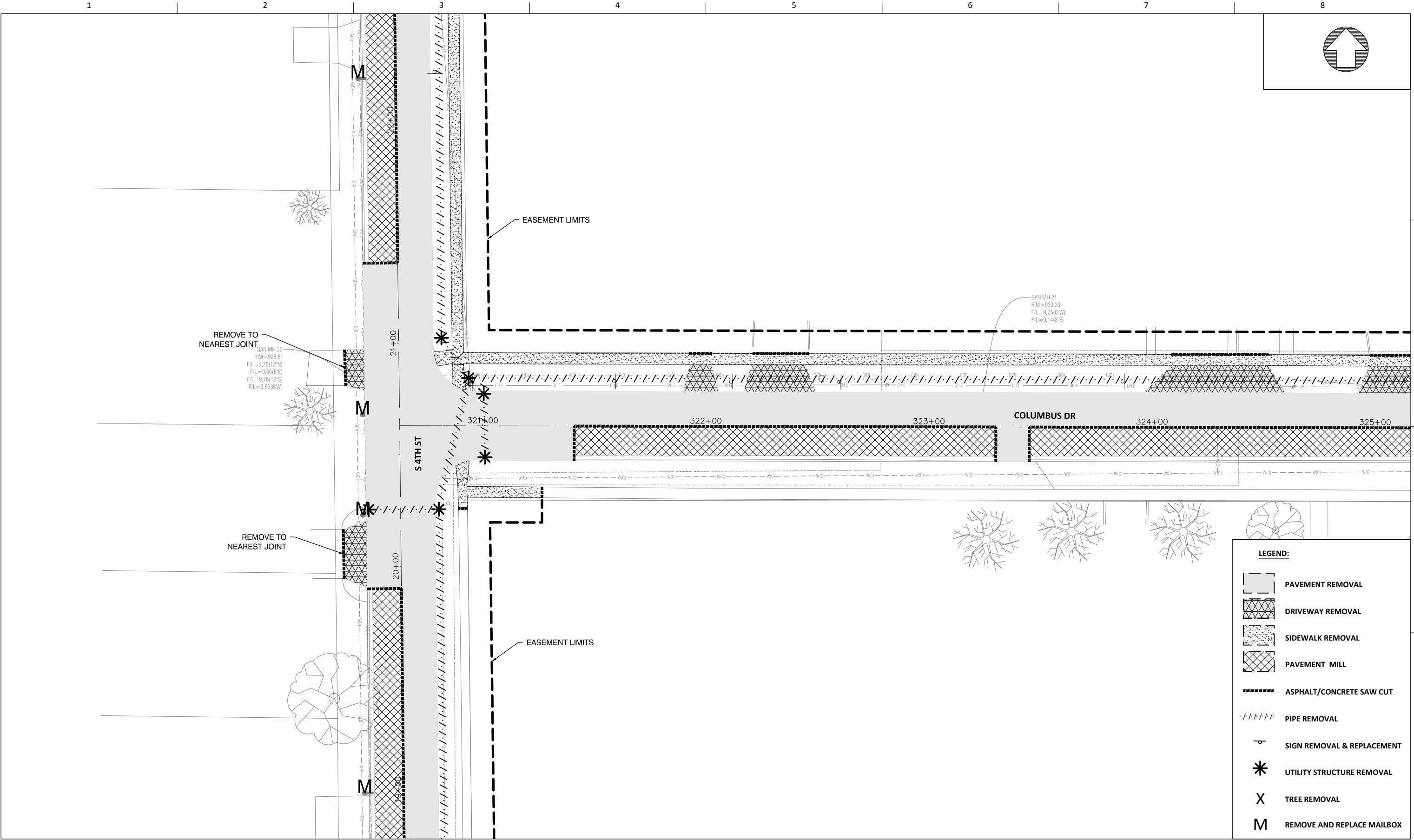
4TH STREET AND MEADOW LANE
STORM SEWER ENHANCEMENTS



REMOVALS
EDGELAND DR

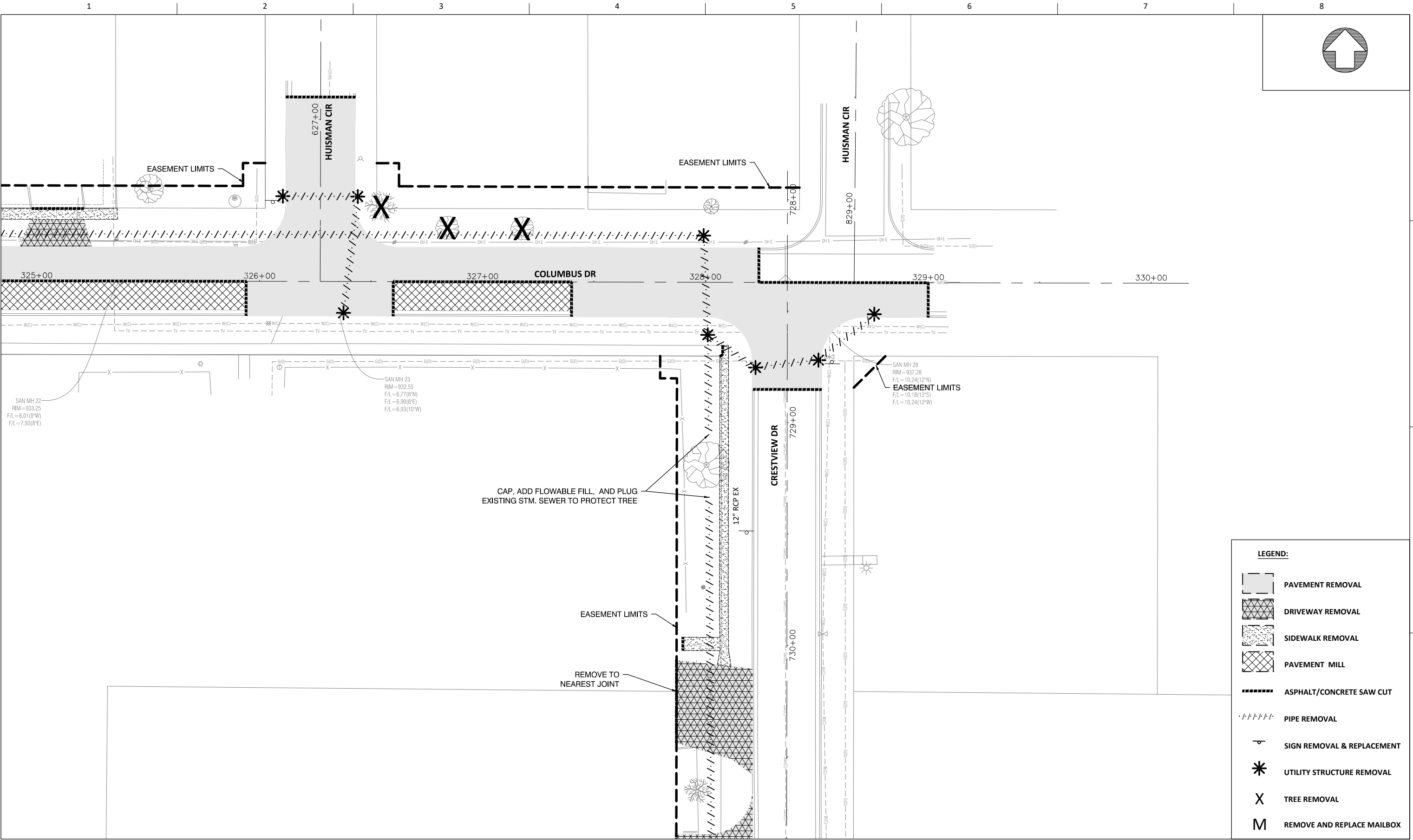
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SHEET
CR.7



ISSUE	DATE	DESCRIPTION

PROJECT NUMBER	



LEGEND:

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- DRIVEWAY REMOVAL
- SIDEWALK REMOVAL
- PAVEMENT MILL
- ASPHALT/CONCRETE SAW CUT
- PIPE REMOVAL
- SIGN REMOVAL & REPLACEMENT
- UTILITY STRUCTURE REMOVAL
- TREE REMOVAL
- REMOVE AND REPLACE MAILBOX

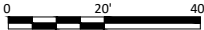
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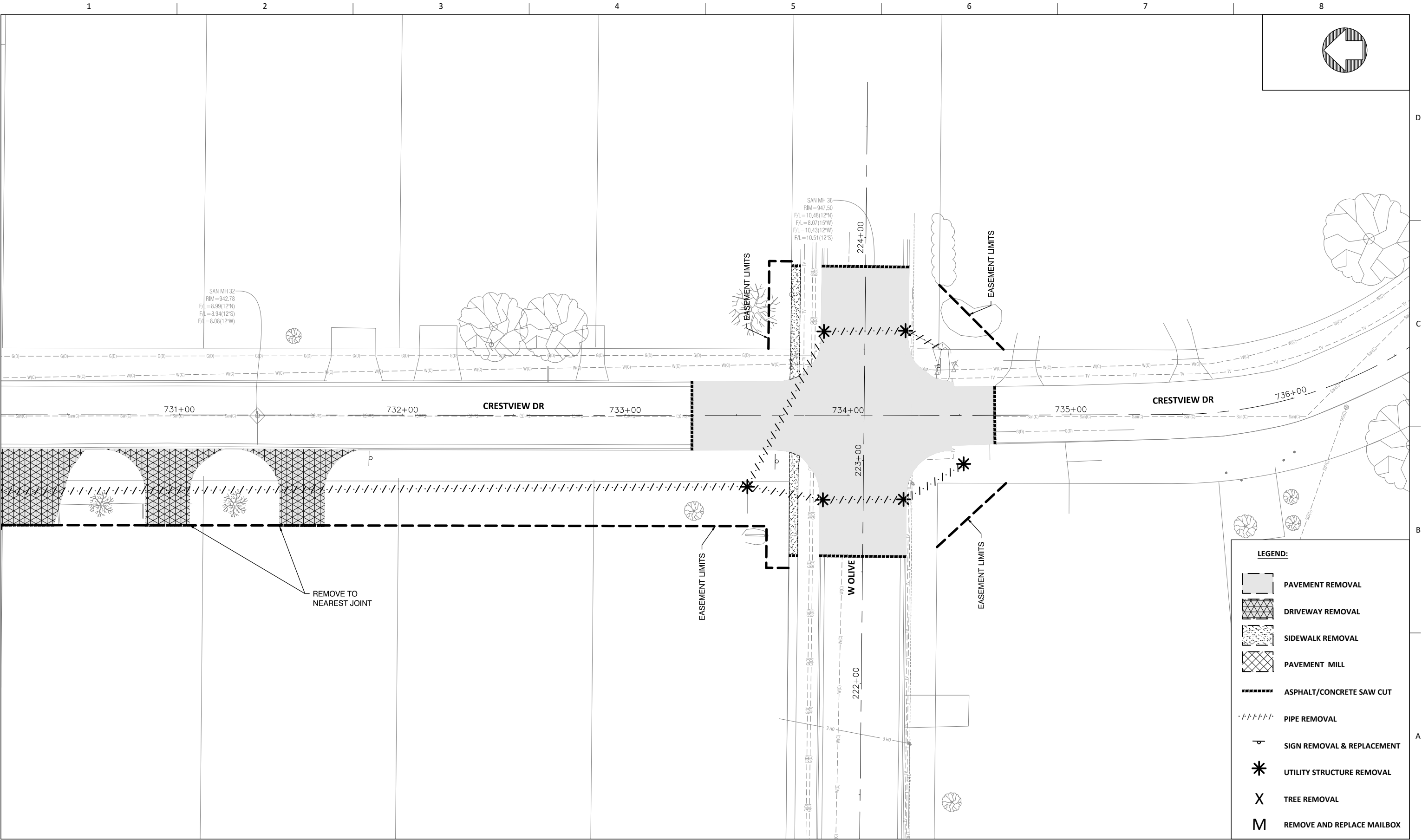
4TH STREET AND MEADOW LANE
STORM SEWER ENHANCEMENTS

REMOVALS
COLUMBUS DR



FILENAME | CR.1.DWG
SCALE | 1" = 20'

SHEET
CR.9



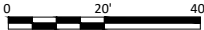
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IOWA



ISSUE	DATE	DESCRIPTION

PROJECT NUMBER	

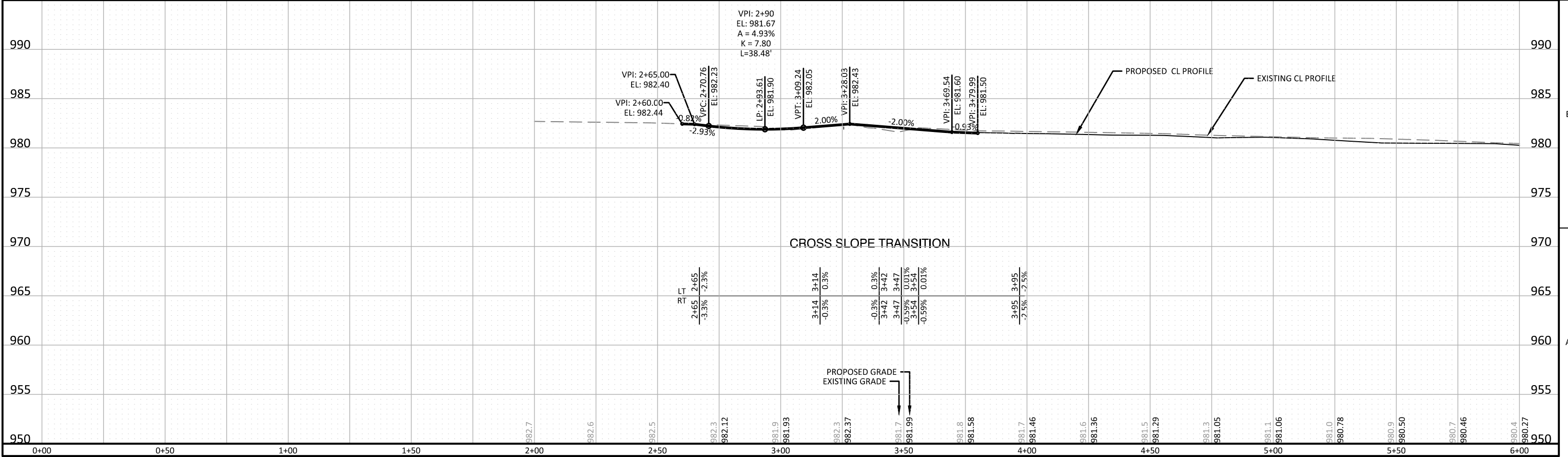
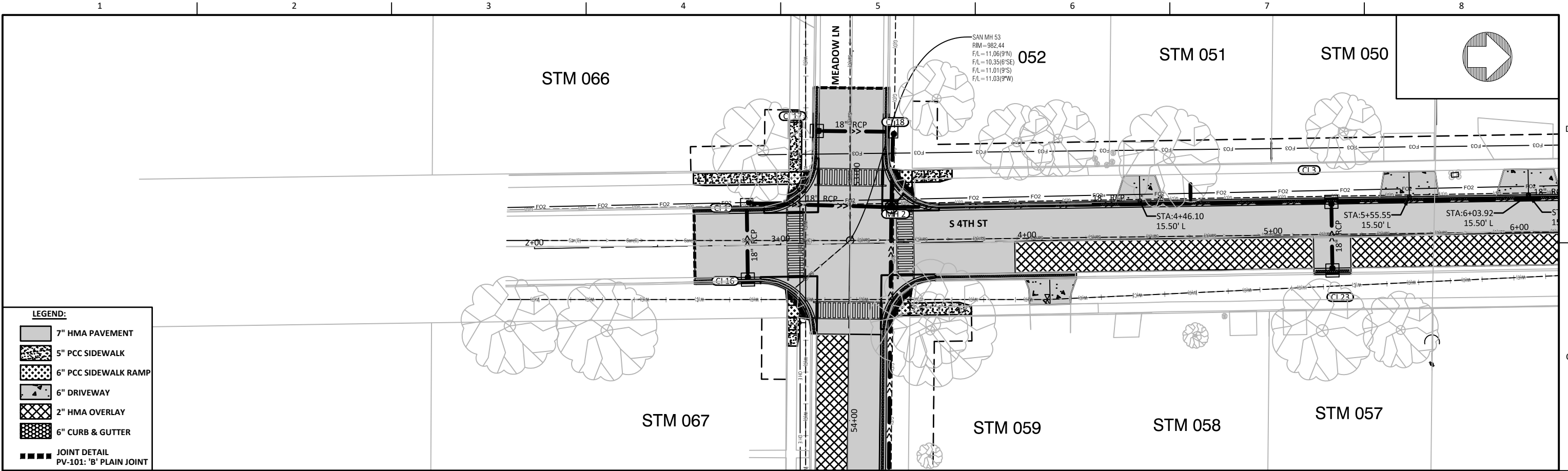
4TH STREET AND MEADOW LANE
STORM SEWER ENHANCEMENTS



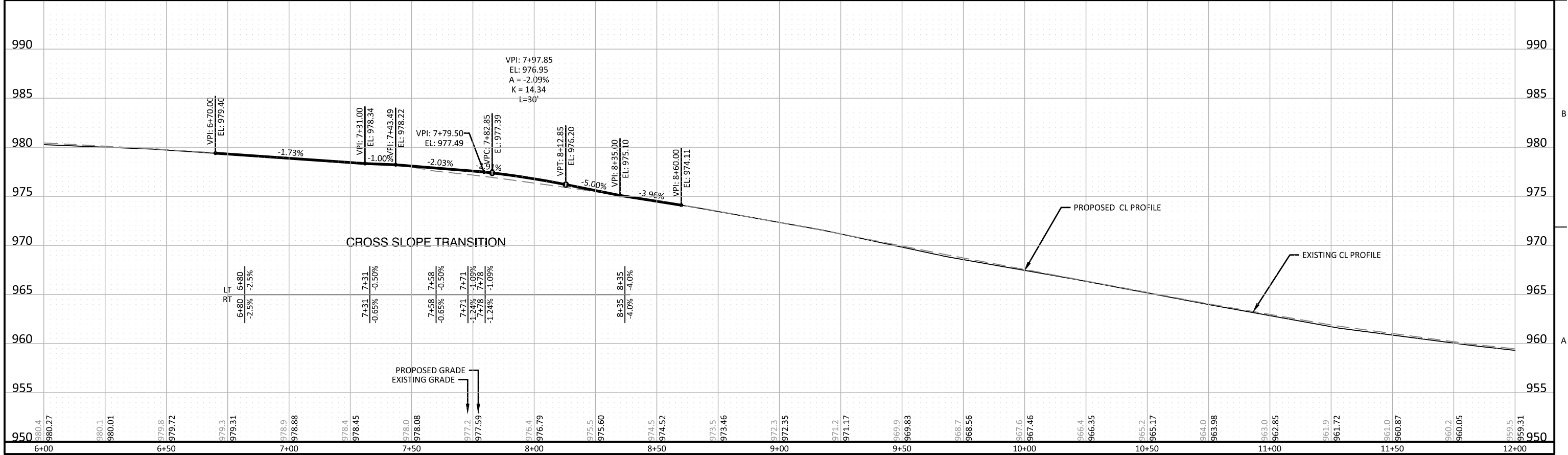
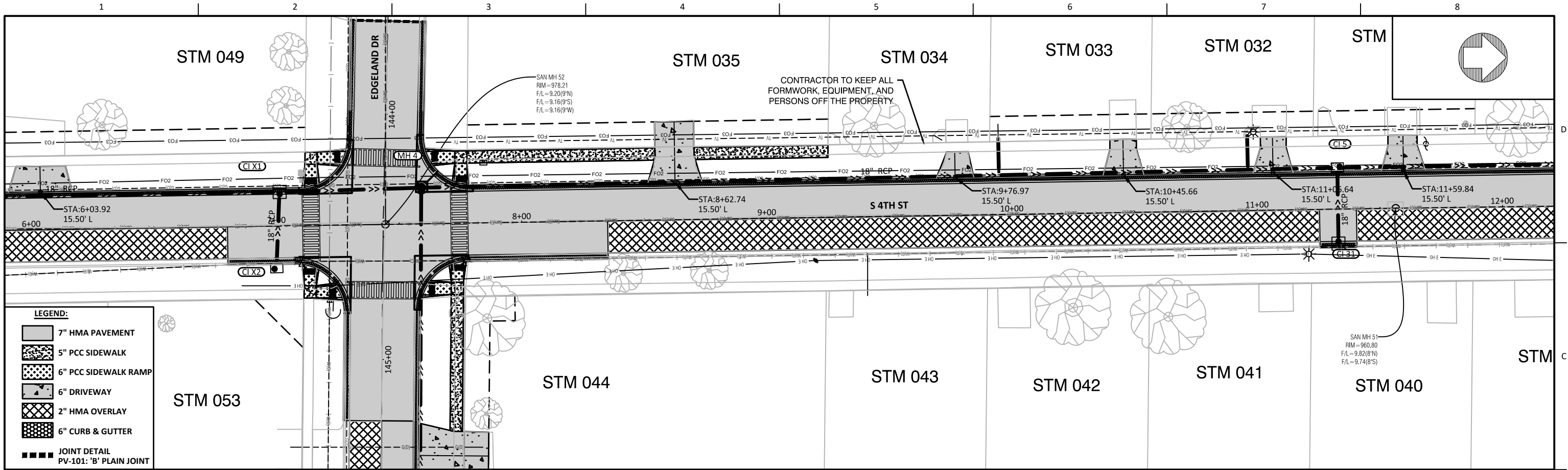
REMOVALS
CRESTVIEW DR

FILENAME | CR.1.DWG
SCALE | 1" = 20'

SHEET
CR.10



ISSUE			PROJECT NUMBER	



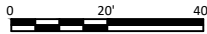
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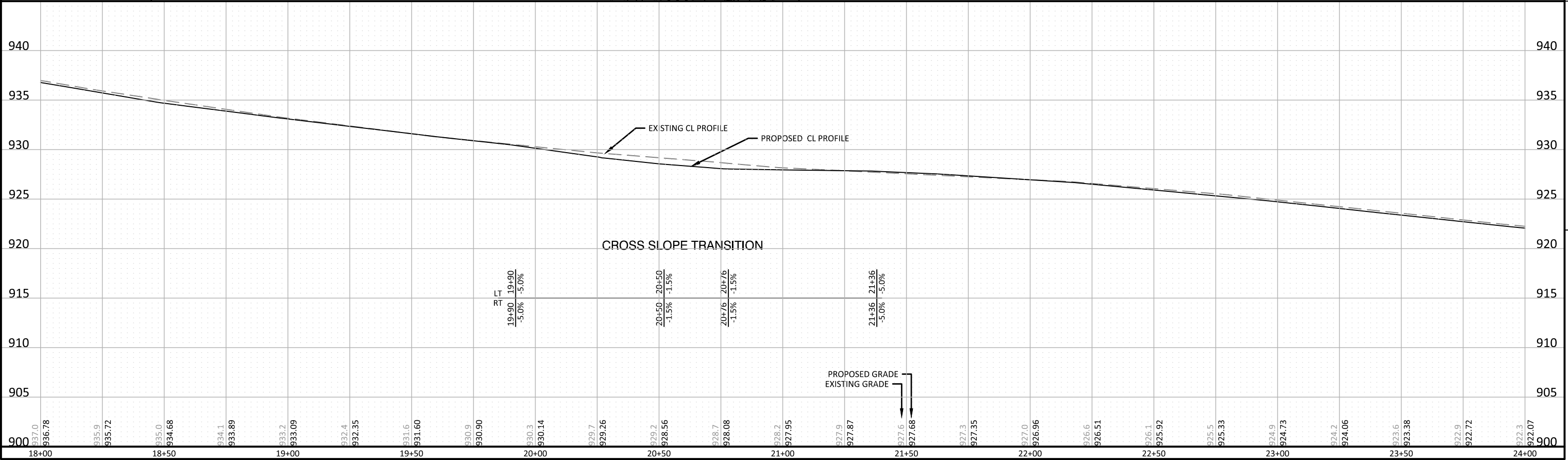
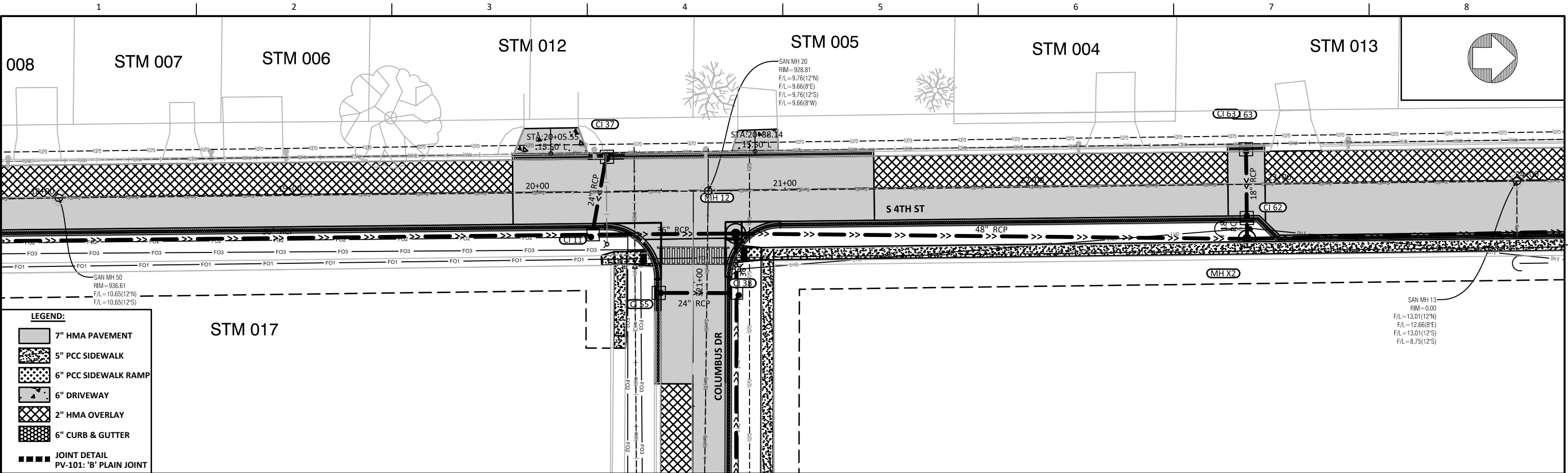
4TH STREET AND MEADOW LANE
STORM SEWER ENHANCEMENTS

MAINLINE PLAN AND PROFILES
S 4TH ST



FILENAME | D.1.DWG
SCALE | 1" = 20' HORZ : 1" = 5' VERT

SHEET
D.2



MARSHALLTOWN
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ISSUE			PROJECT NUMBER	
DATE	DESCRIPTION			

4TH STREET AND MEADOW LANE
STORM SEWER ENHANCEMENTS

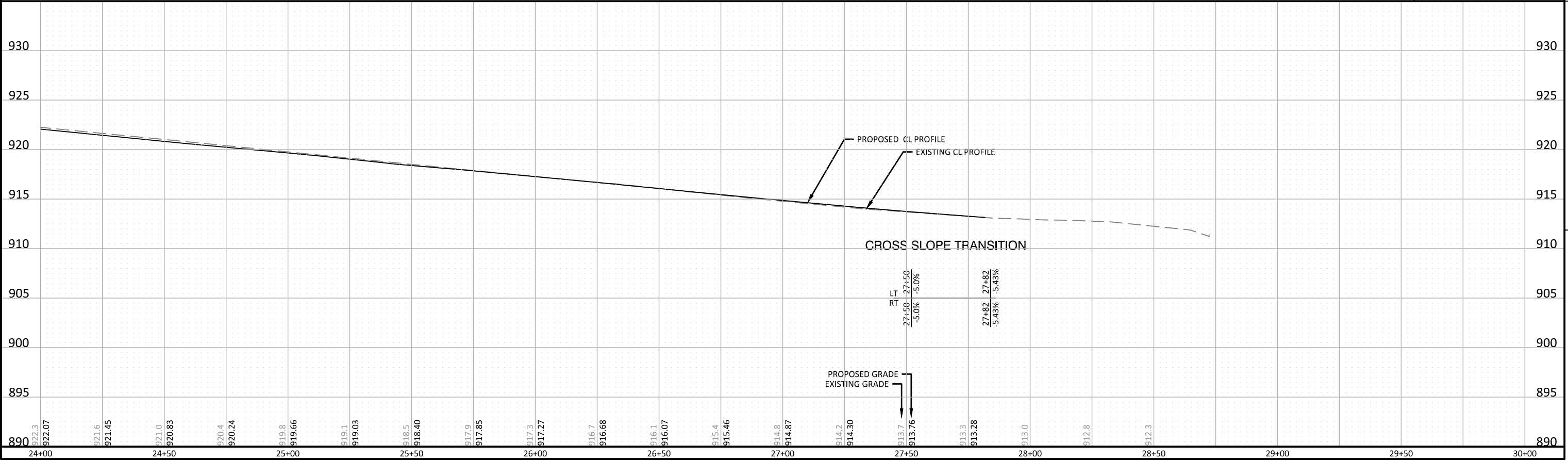
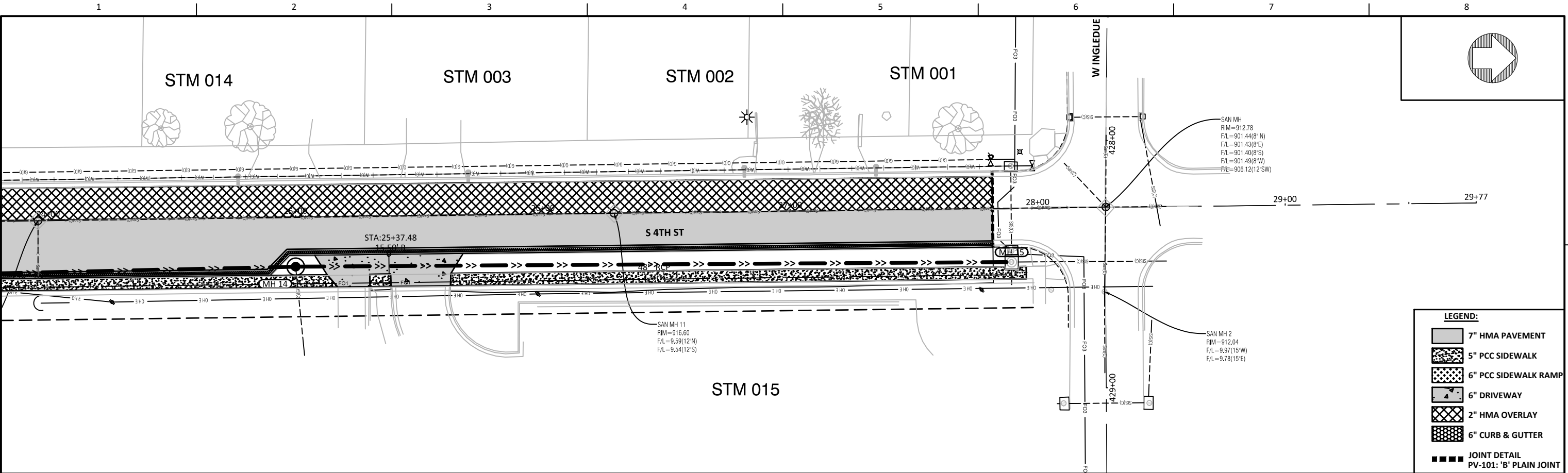
MAINLINE PLAN AND PROFILES
S 4TH ST

020'40'

1" = 20' HORZ : 1" = 5' VERT

FILENAME | D.1.DWG

SHEET | D.4



MARSHALLTOWN
IOWA

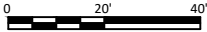


ISSUE	DATE	DESCRIPTION

PROJECT NUMBER

4TH STREET AND MEADOW LANE
STORM SEWER ENHANCEMENTS

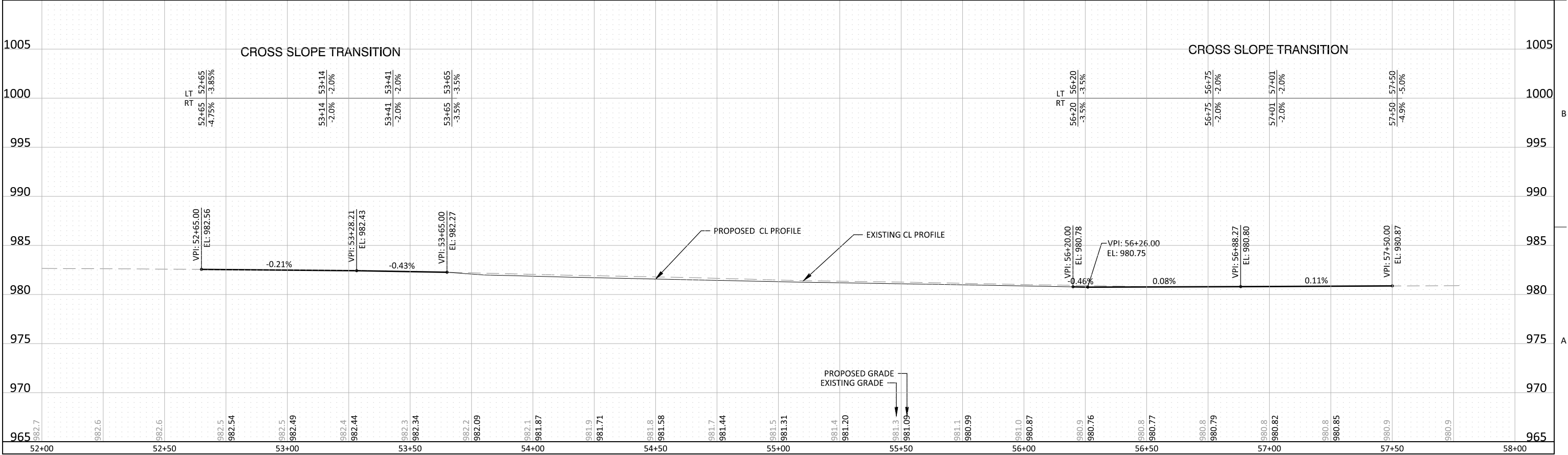
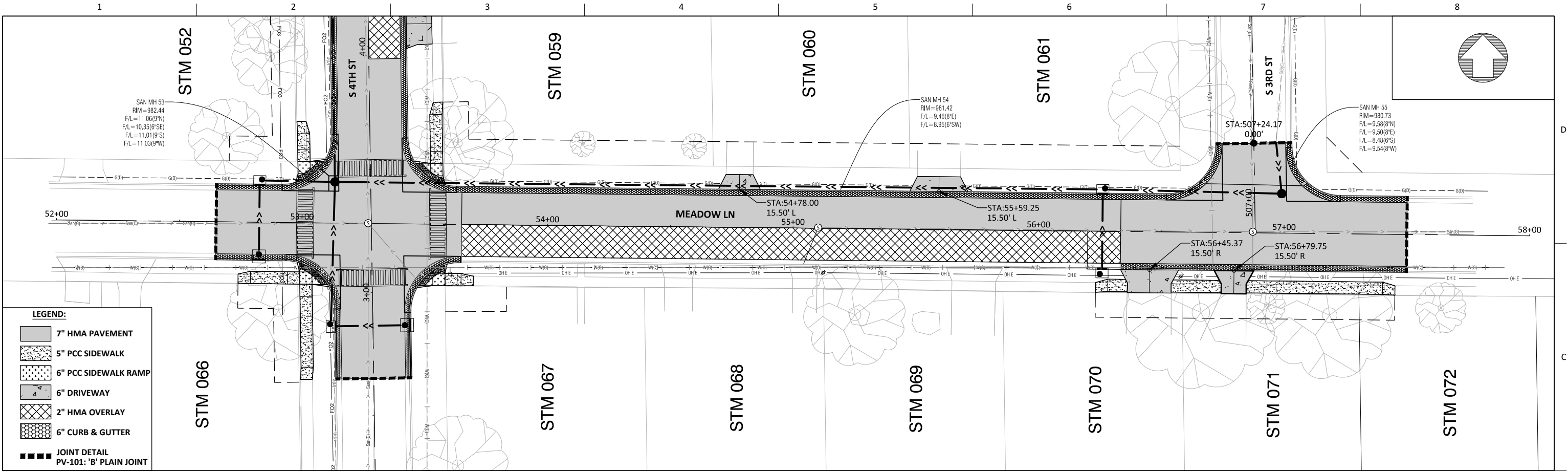
MAINLINE PLAN AND PROFILES
S 4TH ST



FILENAME | D.1.DWG
SCALE | 1" = 20' HORZ : 1" = 5' VERT

SHEET
D.5

c:\pwworking\central\01\1259540\1.dwg, 12/14/2020 12:40:15 PM, MRASMUSSEN



MARSHALLTOWN
IOWA

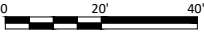


ISSUE	DATE	DESCRIPTION

PROJECT NUMBER

4TH STREET AND MEADOW LANE
STORM SEWER ENHANCEMENTS

SIDE STREET PLAN AND PROFILES
MEADOW LN



FILENAME | E.1.DWG
SCALE | 1" = 20' HORZ : 1" = 5' VERT

SHEET
E.1

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MARSHALLTOWN
IOWA

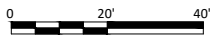


ISSUE	DATE	DESCRIPTION
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PROJECT NUMBER

4TH STREET AND MEADOW LANE
STORM SEWER ENHANCEMENTS

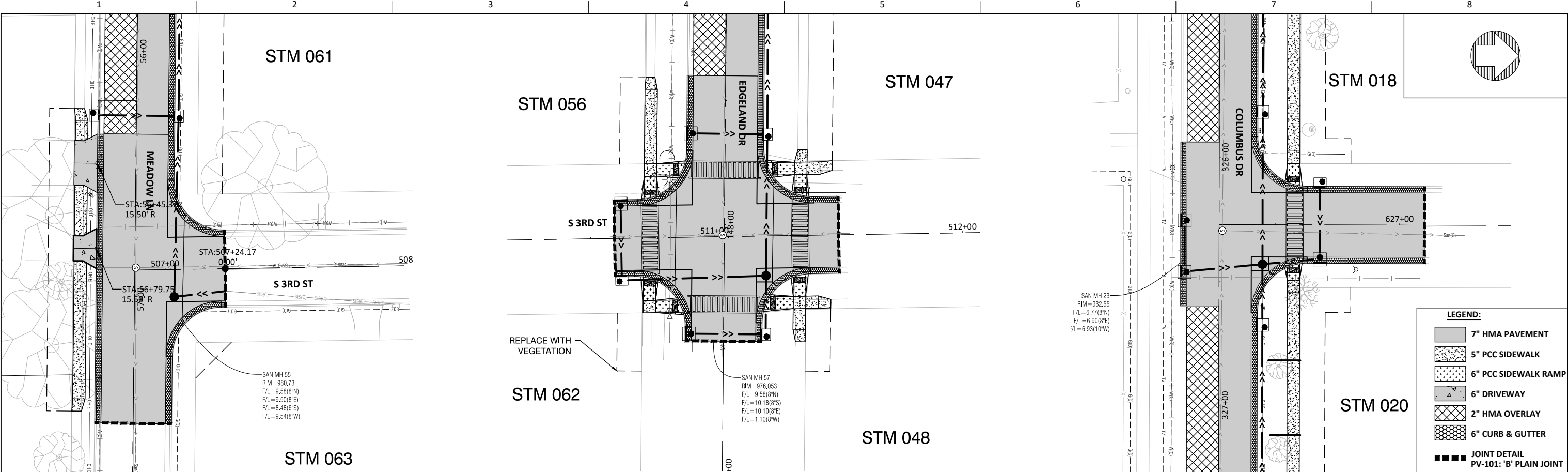
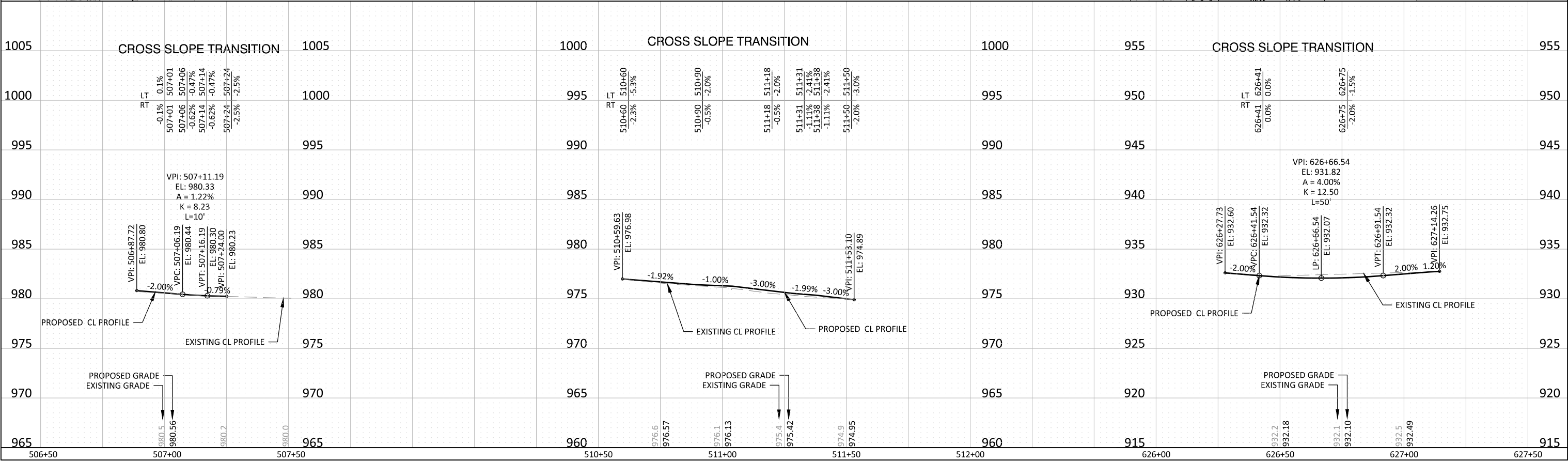
SIDE STREET PLAN AND PROFILES
3RD ST/3RD ST/HUISMAN CIR



FILENAME | E.1.DWG
SCALE | 1" = 20' HORZ : 1" = 5' VERT

SHEET

E.9





S 4TH ST S ALIGNMENT DATA											
NO.	START STATION	END STATION	LENGTH (FEET)	DELTA	RADIUS (FEET)	TANGENT (FEET)	START NORTHING	START EASTING	END NORTHING	END EASTING	LINE / CHORD DIRECTION
L1	2+00.00	3+28.03	128.03				7846730.66	19472086.40	7846858.68	7846858.68	N0° 53' 47.70"W
L2	3+28.03	7+43.49	415.45				7846858.68	19472084.39	7847274.08	7847274.08	N0° 53' 47.70"W
L3	7+43.49	14+99.22	755.74				7847274.08	19472077.89	7848029.72	7848029.72	N0° 54' 07.02"W

S 3RD ST ALIGNMENT DATA											
NO.	START STATION	END STATION	LENGTH (FEET)	DELTA	RADIUS (FEET)	TANGENT (FEET)	START NORTHING	START EASTING	END NORTHING	END EASTING	LINE / CHORD DIRECTION
L8	506+87.72	511+03.86	416.15				7846854.90	19472444.43	7847270.99	7847270.99	N0° 55' 00.61"W
L9	511+03.86	518+59.64	755.78				7847270.99	19472437.77	7848026.68	7848026.68	N0° 54' 07.75"W

MEADOW LN ALIGNMENT DATA											
NO.	START STATION	END STATION	LENGTH (FEET)	DELTA	RADIUS (FEET)	TANGENT (FEET)	START NORTHING	START EASTING	END NORTHING	END EASTING	LINE / CHORD DIRECTION
L10	52+00.00	53+28.21	128.21				7846860.18	19471956.19	7846858.68	7846858.68	S89° 19' 42.45"E
L11	53+28.21	56+88.27	360.06				7846858.68	19472084.39	7846854.90	7846854.90	S89° 23' 56.33"E
L12	56+88.27	58+00.00	111.73				7846854.90	19472444.43	7846853.68	7846853.68	S89° 22' 38.07"E

EDGELAND DR ALIGNMENT DATA											
NO.	START STATION	END STATION	LENGTH (FEET)	DELTA	RADIUS (FEET)	TANGENT (FEET)	START NORTHING	START EASTING	END NORTHING	END EASTING	LINE / CHORD DIRECTION
L13	143+00.00	144+44.96	144.96				7847277.49	19471932.97	7847274.08	7847274.08	S88° 39' 09.26"E
L14	144+44.96	148+04.86	359.89				7847274.08	19472077.89	7847271.02	7847271.02	S89° 30' 44.99"E
L15	148+04.86	149+00.01	95.15				7847271.02	19472437.77	7847270.21	7847270.21	S89° 30' 44.99"E

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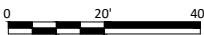


ISSUE	DATE	DESCRIPTION

PROJECT NUMBER	

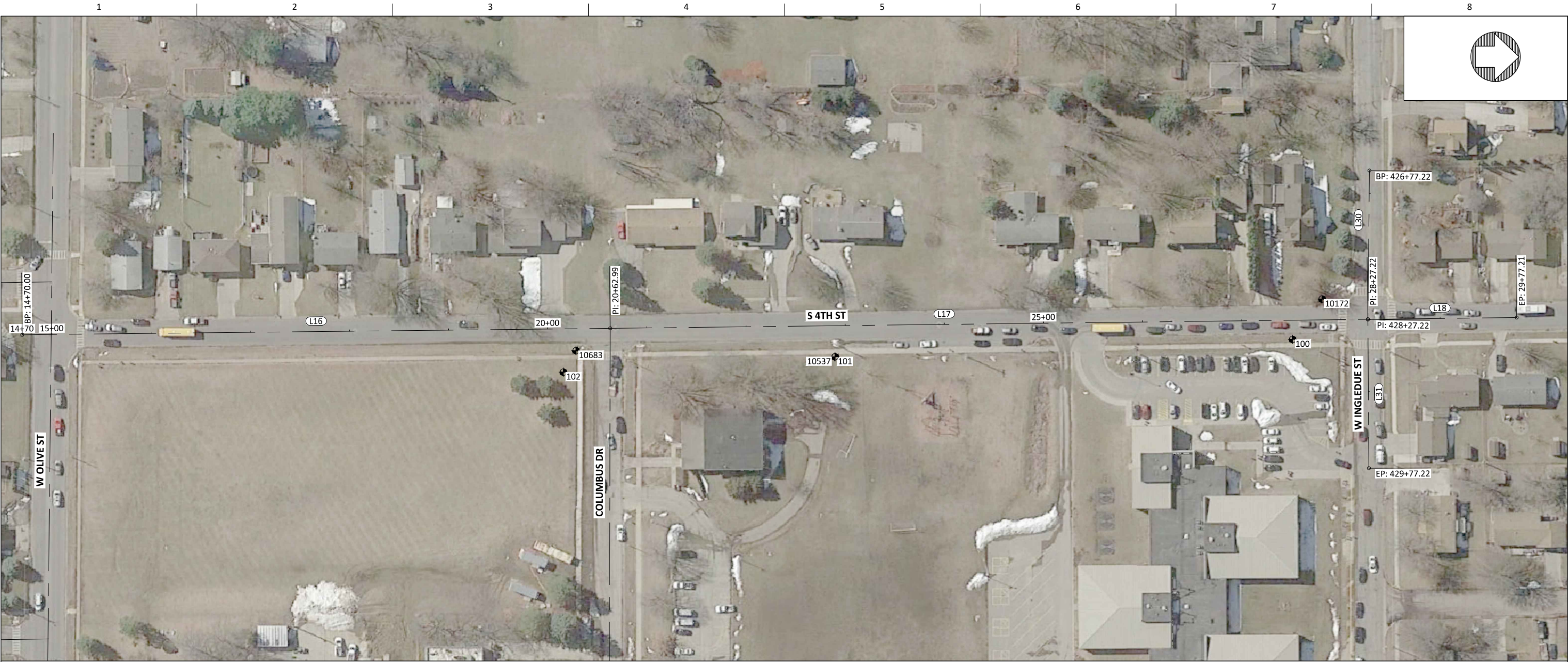
4TH STREET AND MEADOW LANE
STORM SEWER ENHANCEMENTS

ALIGNMENT & BENCHMARK INFORMATION



FILENAME | G.1.DWG
SCALE | 1" = 50'

SHEET
G.1



S 4TH ST N ALIGNMENT DATA											
NO.	START STATION	END STATION	LENGTH (FEET)	DELTA	RADIUS (FEET)	TANGENT (FEET)	START NORTHING	START EASTING	END NORTHING	END EASTING	LINE / CHORD DIRECTION
L16	14+70.00	20+62.99	592.99				7847999.94	19472119.33	7848592.90	7848592.90	N0° 37' 18.17"W
L17	20+62.99	28+27.22	764.23				7848592.90	19472112.90	7849357.07	7849357.07	N0° 41' 08.14"W
L18	28+27.22	29+77.21	150.00				7849357.07	19472103.75	7849507.05	7849507.05	N0° 41' 08.14"W

W INGLEDUE ST ALIGNMENT DATA											
NO.	START STATION	END STATION	LENGTH (FEET)	DELTA	RADIUS (FEET)	TANGENT (FEET)	START NORTHING	START EASTING	END NORTHING	END EASTING	LINE / CHORD DIRECTION
L30	426+77.22	428+27.22	150.00				7849358.61	19471953.90	7849357.07	7849357.07	S89° 24' 40.29"E
L31	428+27.22	429+77.22	150.00				7849357.07	19472103.89	7849358.00	7849358.00	N89° 38' 35.80"E

POINT LAT / LONG DATA				
POINT NUMBER	RAW DESCRIPTION	ELEVATION	NORTHING	EASTING
100	103 60D	913.69	7849281.09	19472123.97
101	103 60D	924.92	7848819.61	19472141.54
102	103 60D	931.52	7848545.66	19472156.98
10172	111 CUT X E BOLT	915.85	7849310.78	19472083.35
10537	103 NAIL	924.86	7848819.64	19472141.53
10683	111 E BOLT	932.16	7848558.44	19472135.31

MARSHALLTOWN
IOWA



ISSUE	DATE	DESCRIPTION

PROJECT NUMBER	

4TH STREET AND MEADOW LANE
STORM SEWER ENHANCEMENTS

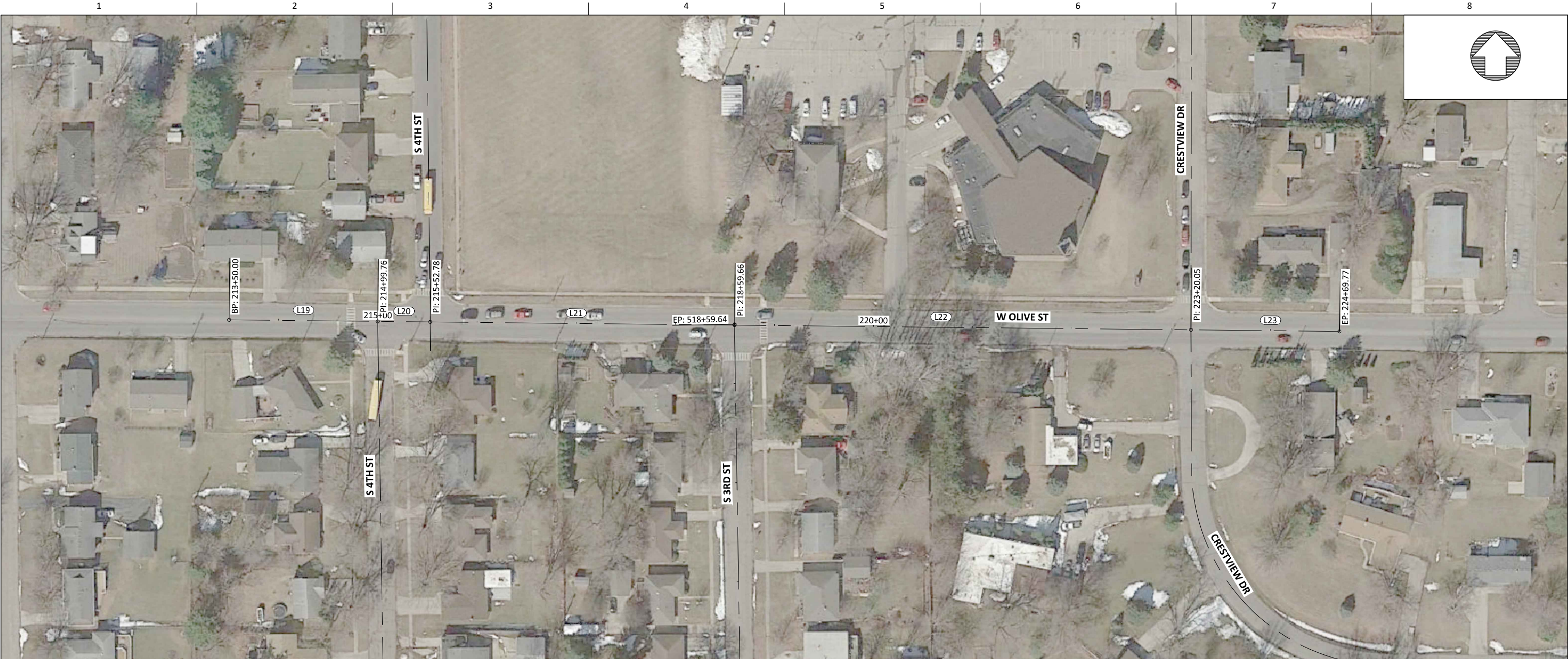
ALIGNMENT & BENCHMARK INFORMATION

020'40'

1" = 50'

FILENAME | G.1.DWG

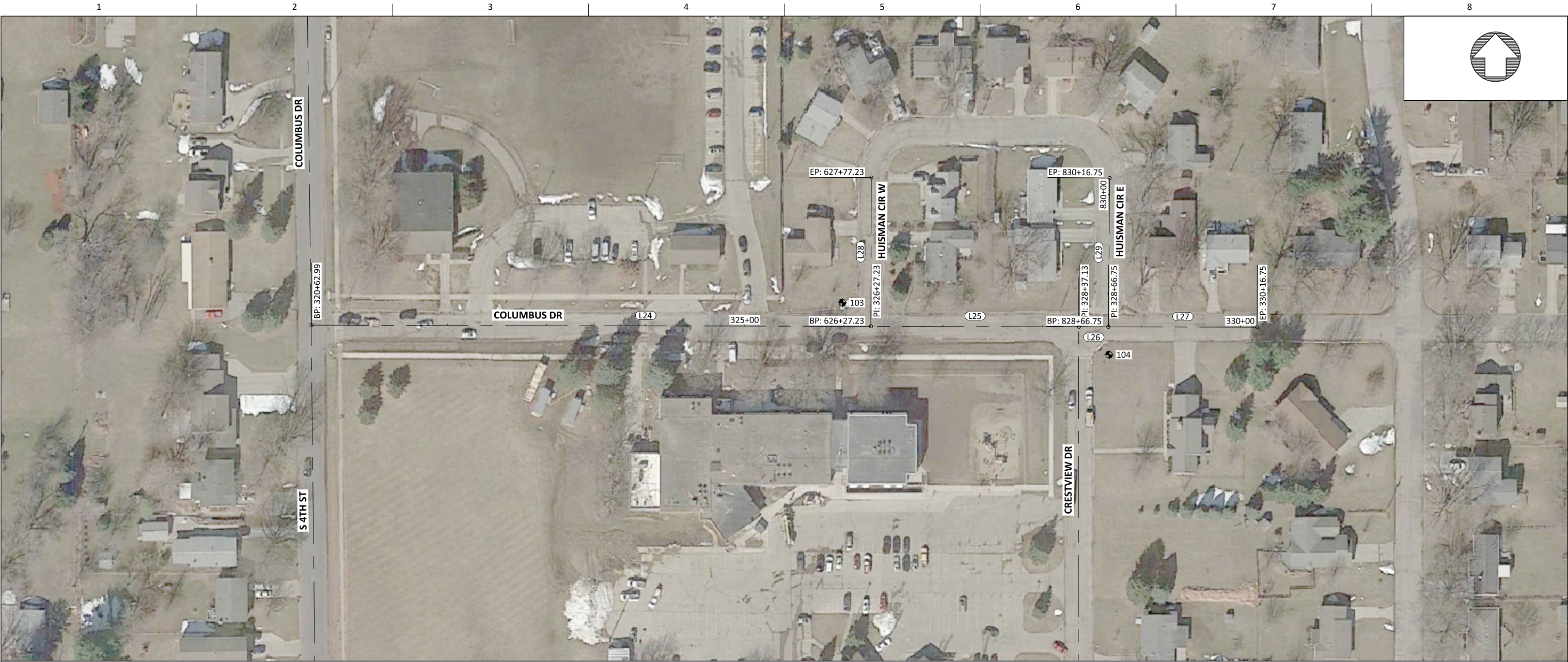
SHEET | G.2



W OLIVE ST ALIGNMENT DATA											
NO.	START STATION	END STATION	LENGTH (FEET)	DELTA	RADIUS (FEET)	TANGENT (FEET)	START NORTHING	START EASTING	END NORTHING	END EASTING	LINE / CHORD DIRECTION
L19	213+50.00	214+99.76	149.76				7848031.29	19471916.25	7848029.72	7848029.72	S89° 24' 05.86"E
L20	214+99.76	215+52.78	53.02				7848029.72	19472066.00	7848029.17	7848029.17	S89° 24' 05.86"E
L21	215+52.78	218+59.66	306.89				7848029.17	19472119.01	7848025.96	7848025.96	S89° 24' 05.86"E
L22	218+59.66	223+20.05	460.39				7848025.96	19472425.88	7848021.15	7848021.15	S89° 24' 05.86"E
L23	223+20.05	224+69.77	149.71				7848021.15	19472886.25	7848019.59	7848019.59	S89° 24' 05.86"E

ISSUE	DATE	DESCRIPTION

PROJECT NUMBER	



COLUMBUS DR ALIGNMENT DATA											
NO.	START STATION	END STATION	LENGTH (FEET)	DELTA	RADIUS (FEET)	TANGENT (FEET)	START NORTHING	START EASTING	END NORTHING	END EASTING	LINE / CHORD DIRECTION
L24	320+62.99	326+27.23	564.24				7848592.89	19472113.14	7848591.69	7848591.69	S89° 52' 38.96"E
L25	326+27.23	328+37.13	209.90				7848591.69	19472677.38	7848591.24	7848591.24	S89° 52' 38.96"E
L26	328+37.13	328+66.75	29.63				7848591.24	19472887.28	7848591.18	7848591.18	S89° 52' 38.96"E
L27	328+66.75	330+16.75	150.00				7848591.18	19472916.91	7848590.86	7848590.86	S89° 52' 38.96"E

HUISMAN CIR W ALIGNMENT DATA											
NO.	START STATION	END STATION	LENGTH (FEET)	DELTA	RADIUS (FEET)	TANGENT (FEET)	START NORTHING	START EASTING	END NORTHING	END EASTING	LINE / CHORD DIRECTION
L28	626+27.23	627+77.23	150.00				7848591.69	19472677.38	7848741.69	7848741.69	N0° 09' 36.73"E

HUISMAN CIR E ALIGNMENT DATA											
NO.	START STATION	END STATION	LENGTH (FEET)	DELTA	RADIUS (FEET)	TANGENT (FEET)	START NORTHING	START EASTING	END NORTHING	END EASTING	LINE / CHORD DIRECTION
L29	828+66.75	830+16.75	150.00				7848591.18	19472916.91	7848741.17	7848741.17	N0° 29' 56.84"E

POINT LAT / LONG DATA				
POINT NUMBER	RAW DESCRIPTION	ELEVATION	NORTHING	EASTING
103	103 60D	932.53	7848615.47	19472648.67
104	103 60D	938.77	7848563.09	19472917.55

MARSHALLTOWN
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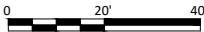


ISSUE	DATE	DESCRIPTION

PROJECT NUMBER	

4TH STREET AND MEADOW LANE
STORM SEWER ENHANCEMENTS

ALIGNMENT & BENCHMARK INFORMATION



FILENAME | G.1.DWG
SCALE | 1" = 50'

SHEET
G.4

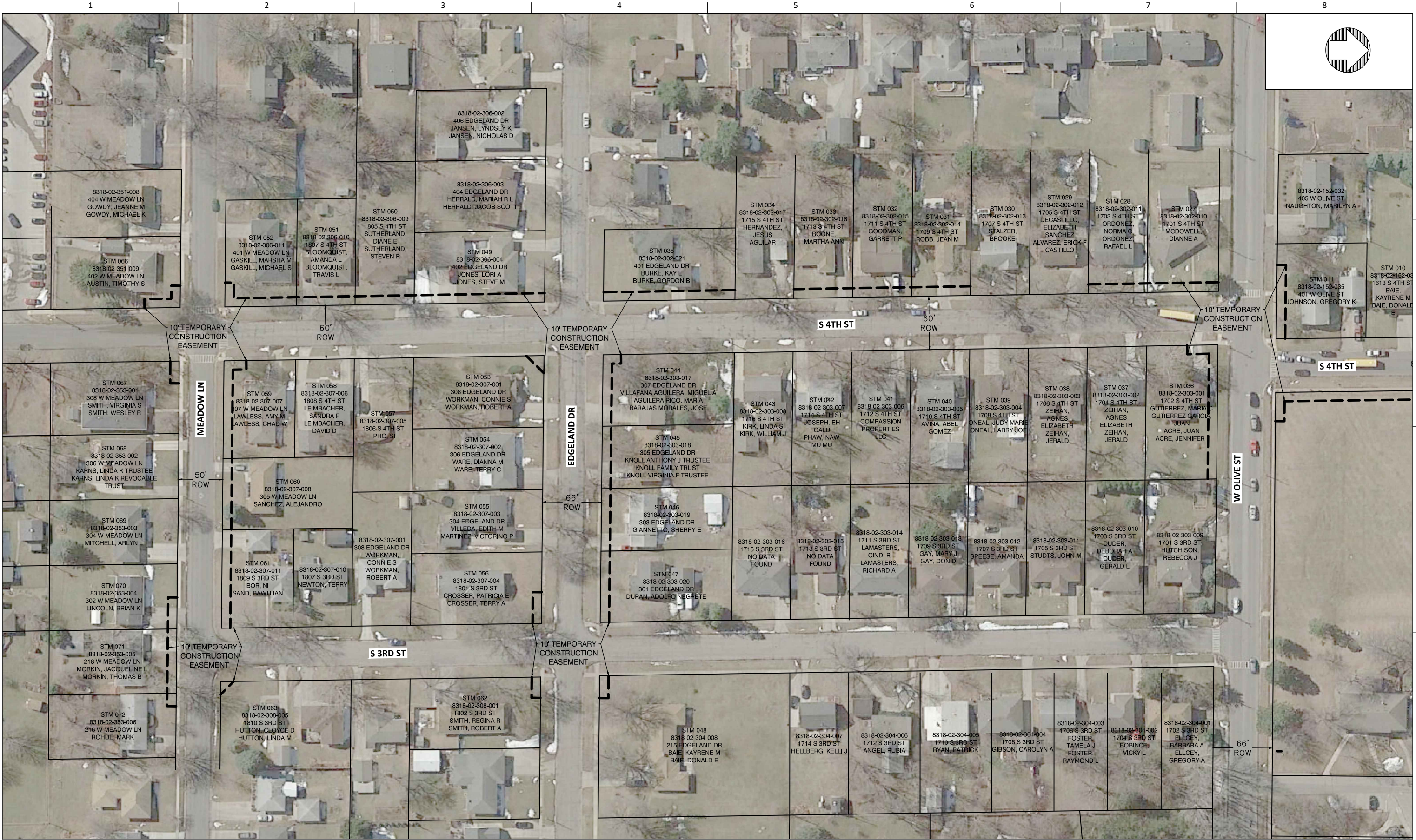


CRESTVIEW DR ALIGNMENT DATA											
NO.	START STATION	END STATION	LENGTH (FEET)	DELTA	RADIUS (FEET)	TANGENT (FEET)	START NORTHING	START EASTING	END NORTHING	END EASTING	LINE / CHORD DIRECTION
L32	727+87.13	728+37.13	50.00				7848641.24	19472887.01	7848591.24	7848591.24	S0° 04' 12.26"W
L33	734+07.21	735+47.13	139.92				7848021.15	19472886.25	7847881.24	7847881.24	S0° 14' 37.69"E
C1	735+47.13	738+58.15	311.02	89°06'00.32"	200.00	196.88	7847881.24	19472886.84	7847682.10	19473084.55	S44° 47' 37.85"E
L34	738+58.15	747+09.64	851.49				7847682.10	19473084.55	7847672.35	7847672.35	S89° 20' 38.01"E

POINT LAT / LONG DATA				
POINT NUMBER	RAW DESCRIPTION	ELEVATION	NORTHING	EASTING
702	103 MAG	953.31	7847708.70	19472966.27

ISSUE	DATE	DESCRIPTION

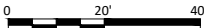
PROJECT NUMBER	



ISSUE	DATE	DESCRIPTION	PROJECT NUMBER	

4TH STREET AND MEADOW LANE
STORM SEWER ENHANCEMENTS

ROW & EASEMENT INFORMATION



FILENAME | H.1.DWG
SCALE | 1" = 50'

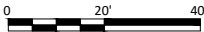


ISSUE	DATE	DESCRIPTION

PROJECT NUMBER	

4TH STREET AND MEADOW LANE
STORM SEWER ENHANCEMENTS

ROW & EASEMENT INFORMATION



FILENAME	H.1.DWG
SCALE	1" = 50'

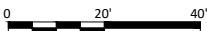


ISSUE	DATE	DESCRIPTION

PROJECT NUMBER	

4TH STREET AND MEADOW LANE
STORM SEWER ENHANCEMENTS

ROW & EASEMENT INFORMATION



FILENAME	H.1.DWG
SCALE	1" = 50'



TRAFFIC CONTROL NOTES:

1. TRAFFIC CONTROL LAYOUTS SHOWN ON THESE PLANS ARE GENERAL TRAFFIC CONTROL LAYOUTS FOR INFORMATION ONLY.
2. THE CONTRACTOR SHALL DEVELOP A TRAFFIC CONTROL PLAN IN ACCORDANCE WITH SECTION 1070, 2.06 'TRAFFIC CONTROL' OF THE STANDARD SPECIFICATIONS. ANY TRAFFIC CONTROL DEVICES OR SAFETY EQUIPMENT NEEDED TO CONSTRUCT THE PROJECT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL SUBMIT A CONSTRUCTION PHASING AND TRAFFIC CONTROL PLAN WITH THE PLANNED DETOURS, IF APPLICABLE, TO THE ENGINEER FOR APPROVAL BEFORE THE START OF ANY CONSTRUCTION ACTIVITIES.
3. IF NECESSARY, STREETS WILL BE CLOSED IN ACCORDANCE WITH THE SECTION 1070, 2.06 'TRAFFIC CONTROL' OF THE STANDARD SPECIFICATIONS.
4. ALL TRAFFIC CONTROL PLANS MUST BE REVIEWED AND APPROVED BY CITY OF MARSHALLTOWN PUBLIC WORKS STAFF COORDINATE WITH CITY STAFF PRIOR TO PLACEMENT OF TRAFFIC CONTROL DEVICES AND SIGNS FOR EACH STAGE OF THE PROJECT.
5. ALL TRAFFIC CONTROL DEVICES SHALL BE FURNISHED, ERECTED, MAINTAINED, AND REMOVED BY THE CONTRACTOR.
6. ALL TRAFFIC CONTROL SIGNS SHALL BE PLACED A MINIMUM OF 2 FEET CLEAR OF THE BACK OF CURB WHERE POSSIBLE.
7. PORTABLE MOUNTINGS FOR WARNING SIGNS MAY BE USED FOR TEMPORARY INSTALLATIONS OF 3 DAYS OR LESS ALL OTHER TRAFFIC CONTROL SHALL BE POST MOUNTED.
8. THE PROPOSED SIGNAGE MAY BE MODIFIED TO MEET FIELD CONDITIONS, PREVENT OBSTRUCTIONS AND TO ACCOMMODATE CONSTRUCTION SCHEDULING UPON APPROVAL OF THE PROJECT ENGINEER.
9. ORANGE SAFETY FENCE SHALL BE PLACED ENTIRELY ACROSS THE TRAVELED PORTION OF THE ROADWAY AT ALL LOCATIONS WHERE TYPE III BARRICADES WITH "ROAD CLOSED" SIGNS ARE USED.
10. SIGNAGE MAINTENANCE SHALL BE CONSIDERED INCIDENTAL TO TRAFFIC CONTROL AND REQUIRED AS DIRECTED BY THE ENGINEER.
11. ALL CONSTRUCTION SIGNS SHALL BE DIAMOND GRADE FLUORESCENT ORANGE OR WHITE V.I.P. SHEETING OR EQUIVALENT. (IOWA DOT TYPE VII SHEETING).
12. THE CONTRACTOR SHALL CONTACT THE CITY OF MARSHALLTOWN PUBLIC WORKS STAFF TO REMOVE ALL PERMANENT STREET SIGNS CONFLICTING WITH PROPOSED IMPROVEMENTS. THE CONTRACTOR SHALL REMOVE ALL OTHER SIGNS AS DETERMINED BY THE ENGINEER AND THEY SHALL REMAIN THE PROPERTY OF THE RESPECTIVE OWNERS. THIS WORK SHALL BE CONSIDERED INCIDENTAL TO OTHER WORK.
13. AT THE TIME OF INITIAL SETUP OR AT THE TIME OF MAJOR STAGE CHANGES, 100 PERCENT OF EACH TYPE OF DEVICE (SIGNS, CONES, TUBULAR MARKERS, DRUMS, BARRICADES, VERTICAL PANELS, CHANGEABLE MESSAGE SIGNS, AND PAVEMENT MARKINGS) SHALL BE CLASSIFIED AS ACCEPTABLE BY THE REQUIREMENT OF THE AMERICAN TRAFFIC SAFETY SERVICES ASSOCIATION (ATSSA), "QUALITY STANDARD FOR WORK ZONE TRAFFIC CONTROL DEVICES 1992." THROUGHOUT THE DURATION OF THE PROJECT, UNACCEPTABLE DEVICES OR SITUATIONS THAT ARE FOUND ON THE JOBSITE AS DETERMINED BY BEFORE MENTIONED PUBLICATION SHALL BE REPLACED OR THE SITUATION CORRECTED WITHIN 12 HOURS OF INITIAL NOTIFICATIONS BY THE ENGINEER.
14. THE LOCATION FOR STORAGE OF EQUIPMENT BY THE CONTRACTOR DURING NONWORKING HOURS SHALL BE AS APPROVED BY THE ENGINEER, AND THE CONTRACTOR SHALL PROVIDE A WRITTEN AGREEMENT WITH THE PROPERTY OWNER.
15. AT EACH SIDEWALK CLOSURE LOCATION PLACE TYPE II BARRICADES WITH "SIDEWALK CLOSED" SIGNS AT EACH CLOSURE END AND PLACE "SIDEWALK CLOSED AHEAD" SIGNS ALONG THE SIDEWALK AT NEAREST STREET INTERSECTIONS ON EACH SIDE OF THE CLOSURE LOCATION IN ACCORDANCE WITH THE MUTCD.
16. MULTIPLE MOBILIZATIONS ARE ANTICIPATED FOR TRAFFIC CONTROL TO ADJUST THE TRAFFIC CONTROL DEVICES FOR THE DIFFERENT STAGES OF CONSTRUCTION. THESE MOBILIZATIONS SHALL BE INCIDENTAL TO TRAFFIC CONTROL BID ITEM.

MARSHALLTOWN
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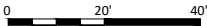


ISSUE	DATE	DESCRIPTION

PROJECT NUMBER	

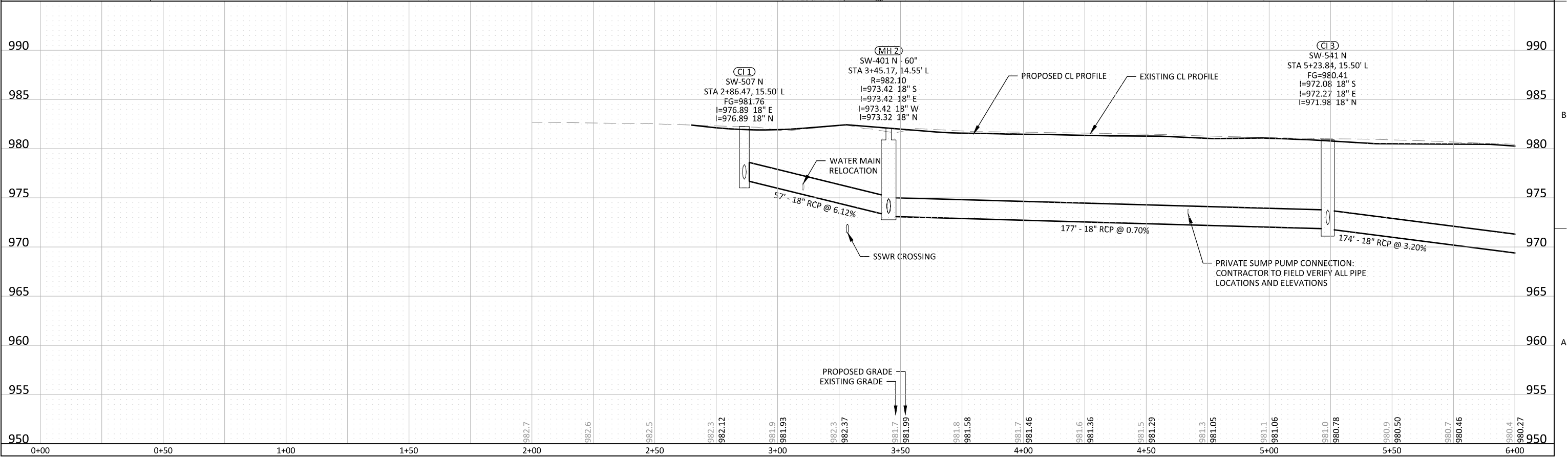
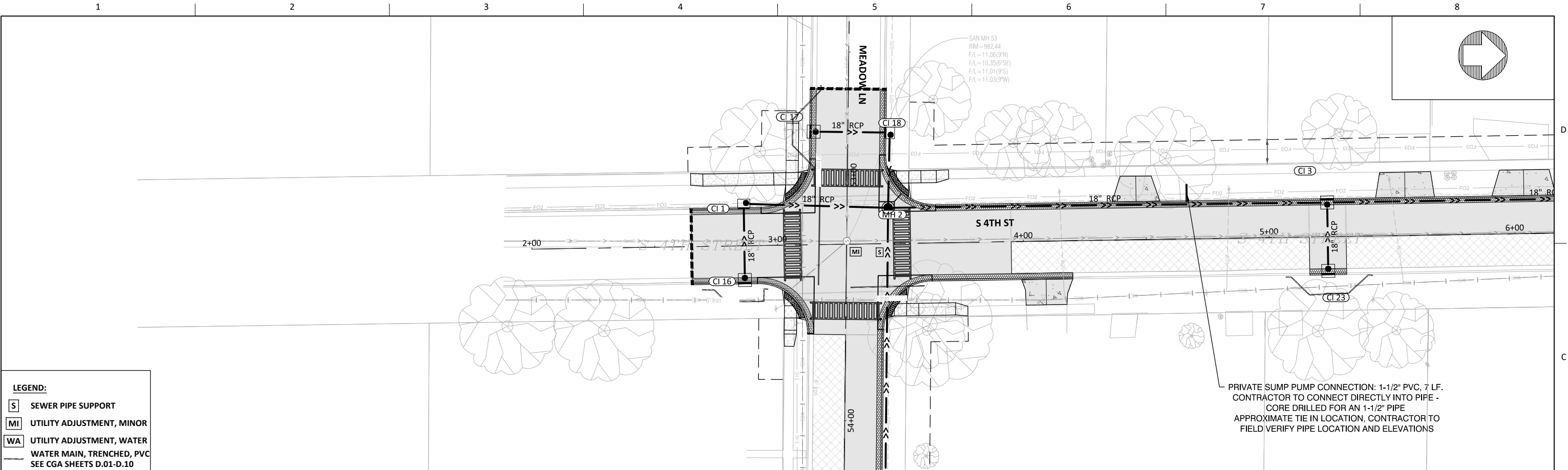
4TH STREET AND MEADOW LANE
STORM SEWER ENHANCEMENTS

STAGING AND TRAFFIC CONTROL



FILENAME | J.1.DWG
SCALE | 1" = 100'

SHEET
J.1



MARSHALLTOWN
IOWA

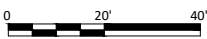


ISSUE	DATE	DESCRIPTION

PROJECT NUMBER

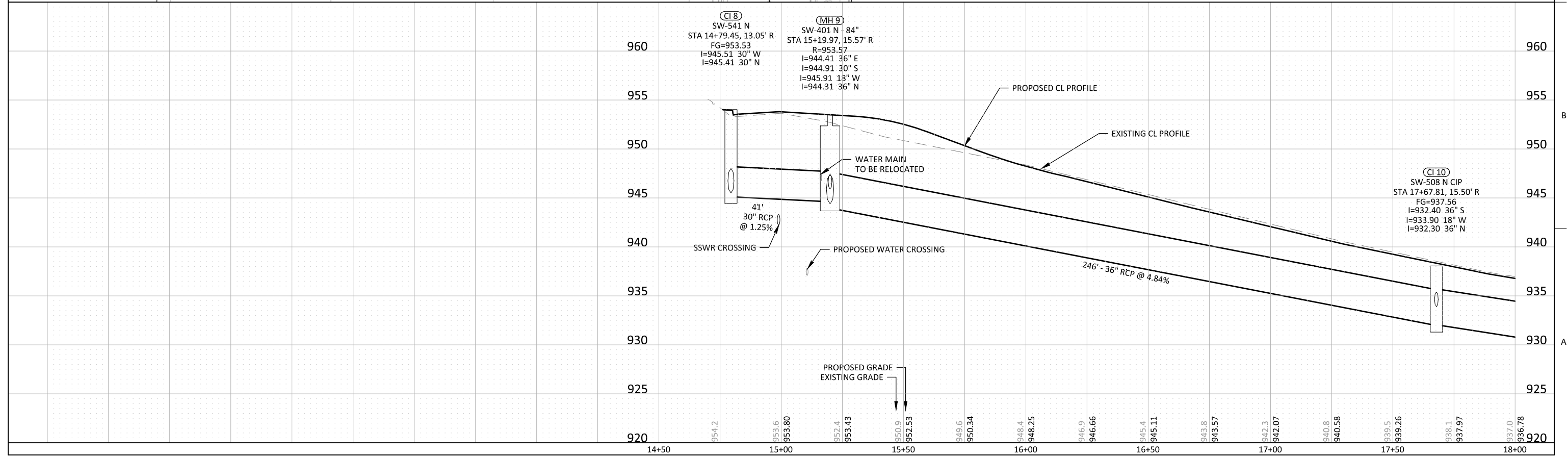
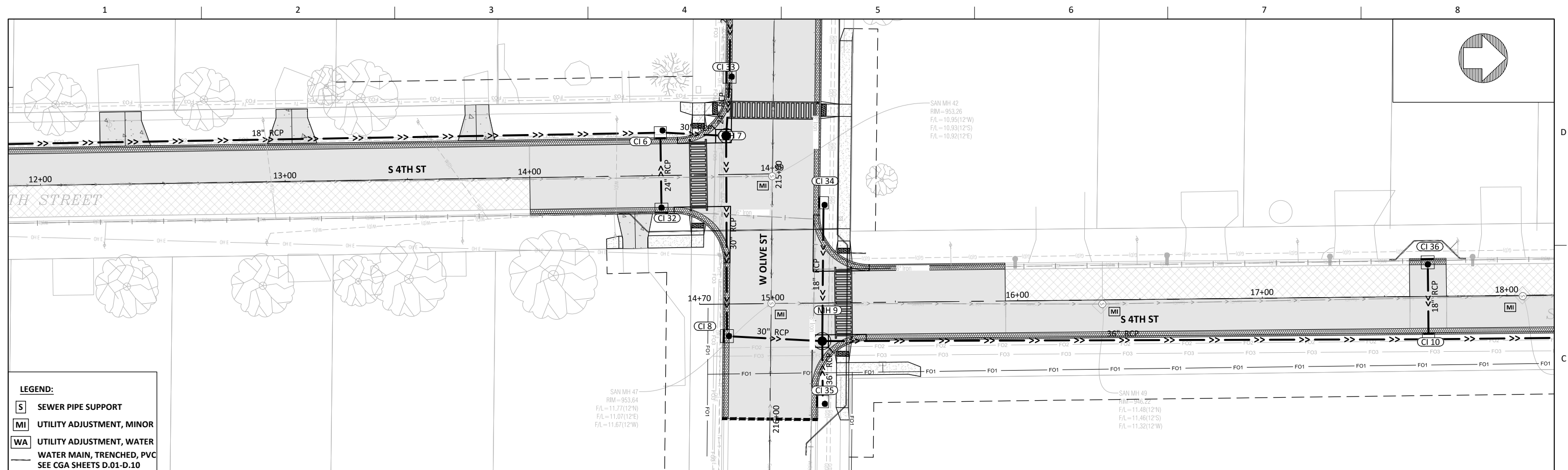
4TH STREET AND MEADOW LANE
STORM SEWER ENHANCEMENTS

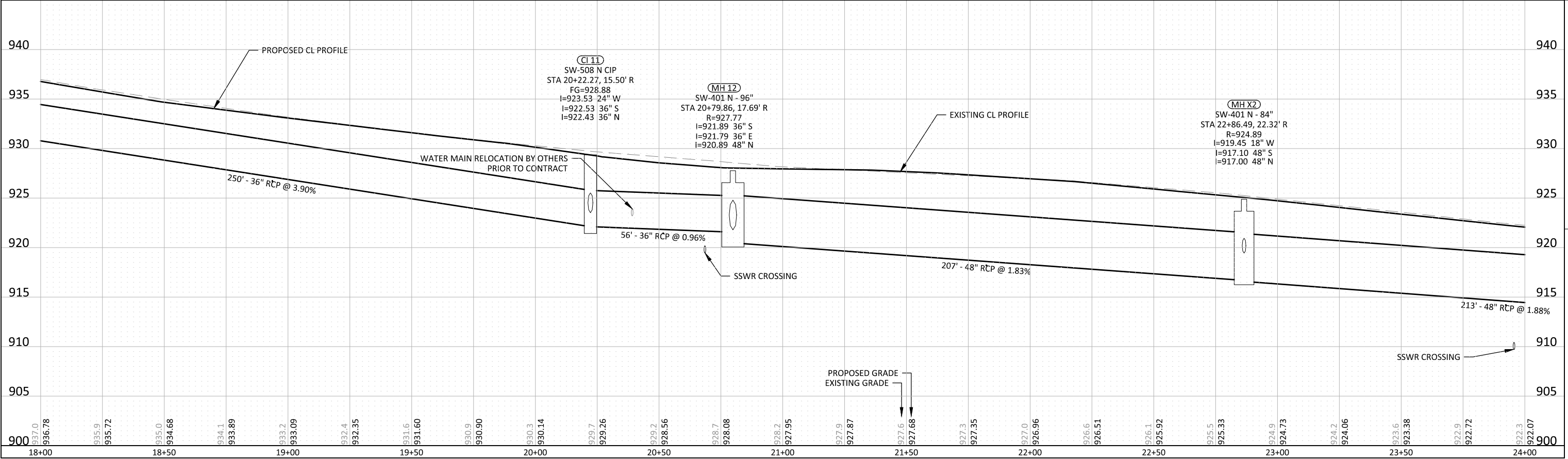
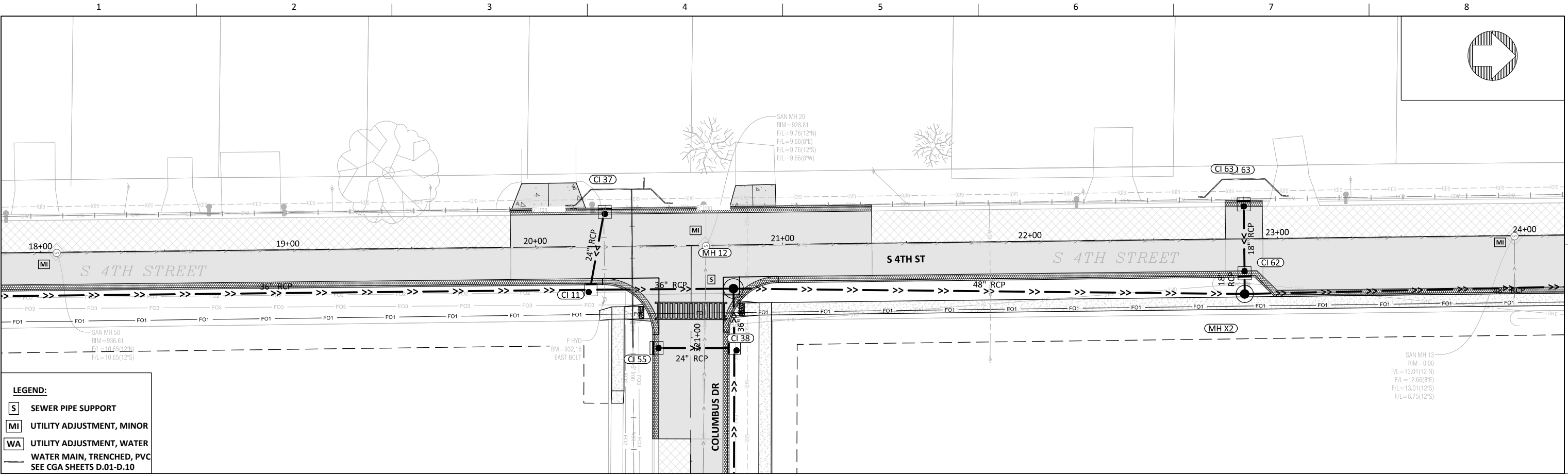
STORM SEWER PLAN AND PROFILES
S 4TH ST



FILENAME | M.1.DWG
SCALE | 1" = 40' HORZ : 1" = 10' VERT

SHEET
M.1





MARSHALLTOWN
IOWA

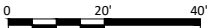


ISSUE	DATE	DESCRIPTION

PROJECT NUMBER

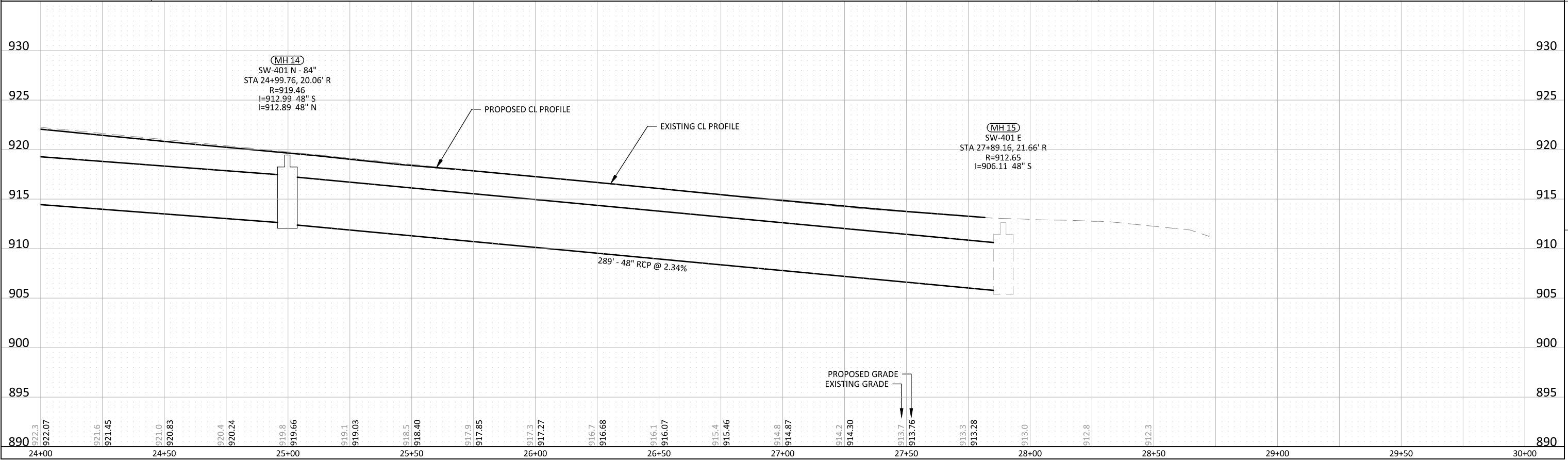
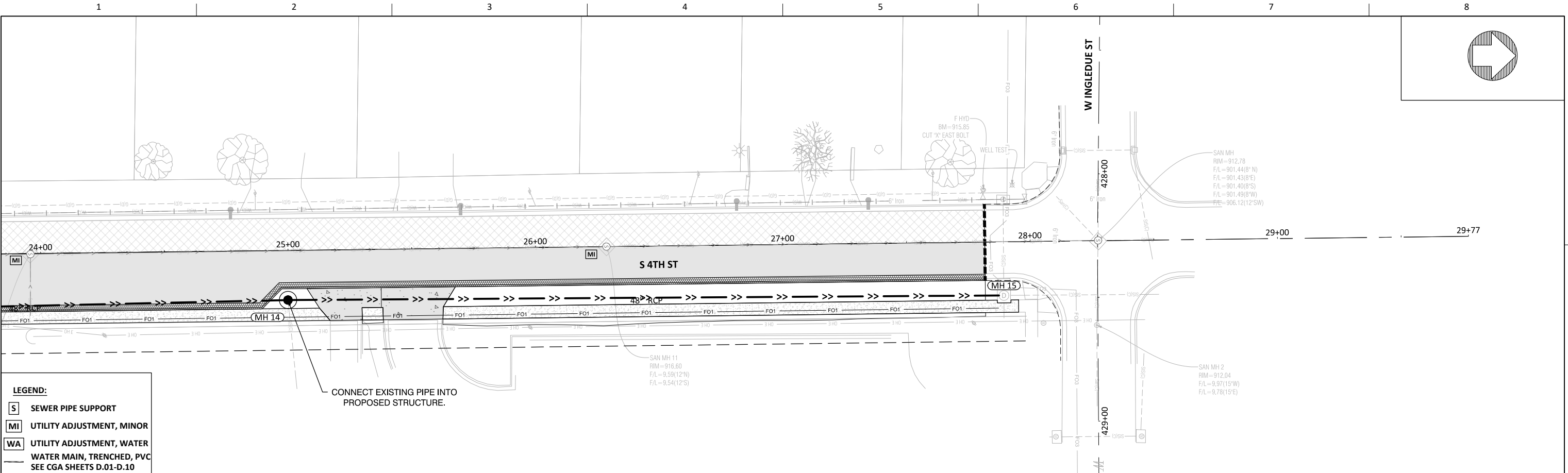
4TH STREET AND MEADOW LANE
STORM SEWER ENHANCEMENTS

STORM SEWER PLAN AND PROFILES
S 4TH ST



FILENAME | M.1.DWG
SCALE | 1" = 40' HORZ : 1" = 10' VERT

SHEET
M.5



MARSHALLTOWN
IOWA

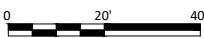


ISSUE	DATE	DESCRIPTION

PROJECT NUMBER

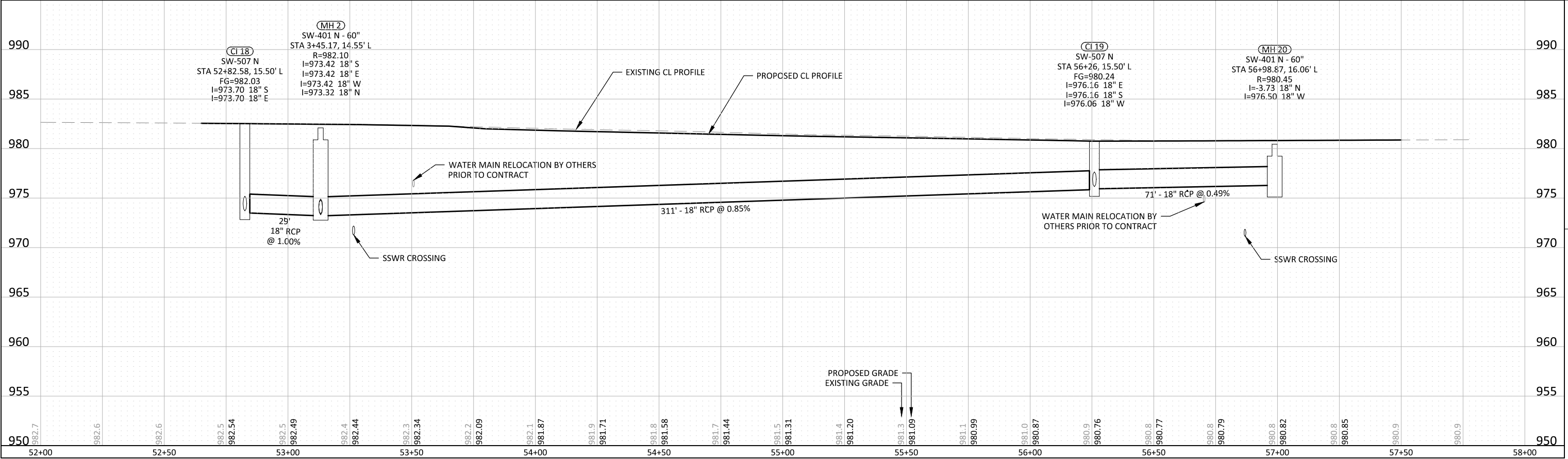
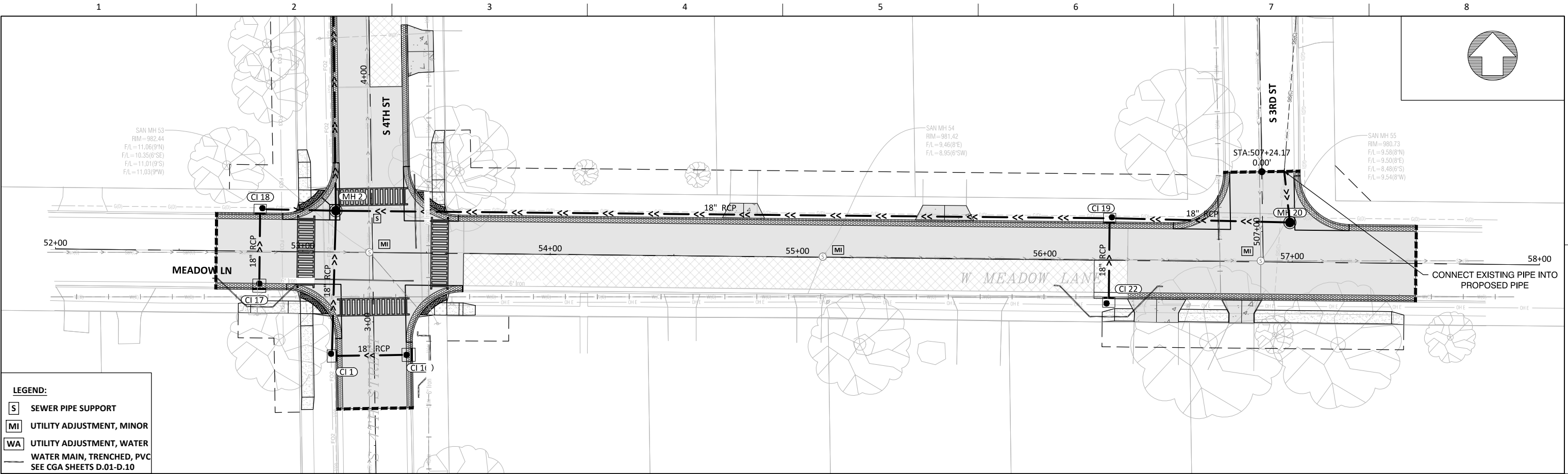
4TH STREET AND MEADOW LANE
STORM SEWER ENHANCEMENTS

STORM SEWER PLAN AND PROFILES
S 4TH ST



FILENAME | M.1.DWG
SCALE | 1" = 40' HORZ : 1" = 10' VERT

SHEET
M.6



MARSHALLTOWN
IOWA

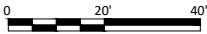


ISSUE	DATE	DESCRIPTION

PROJECT NUMBER

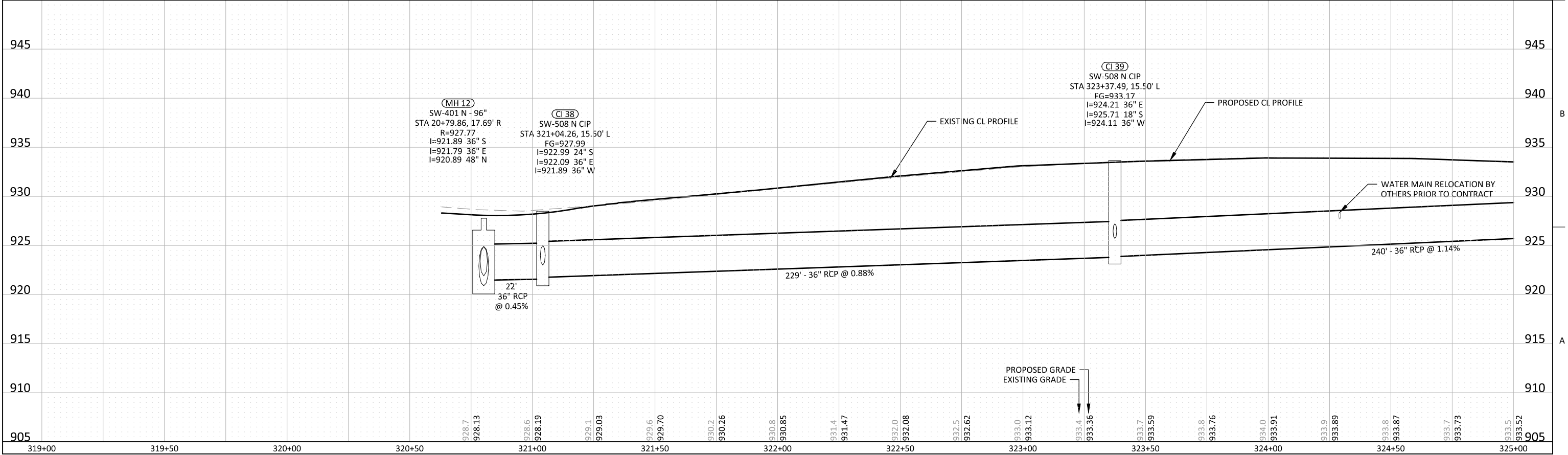
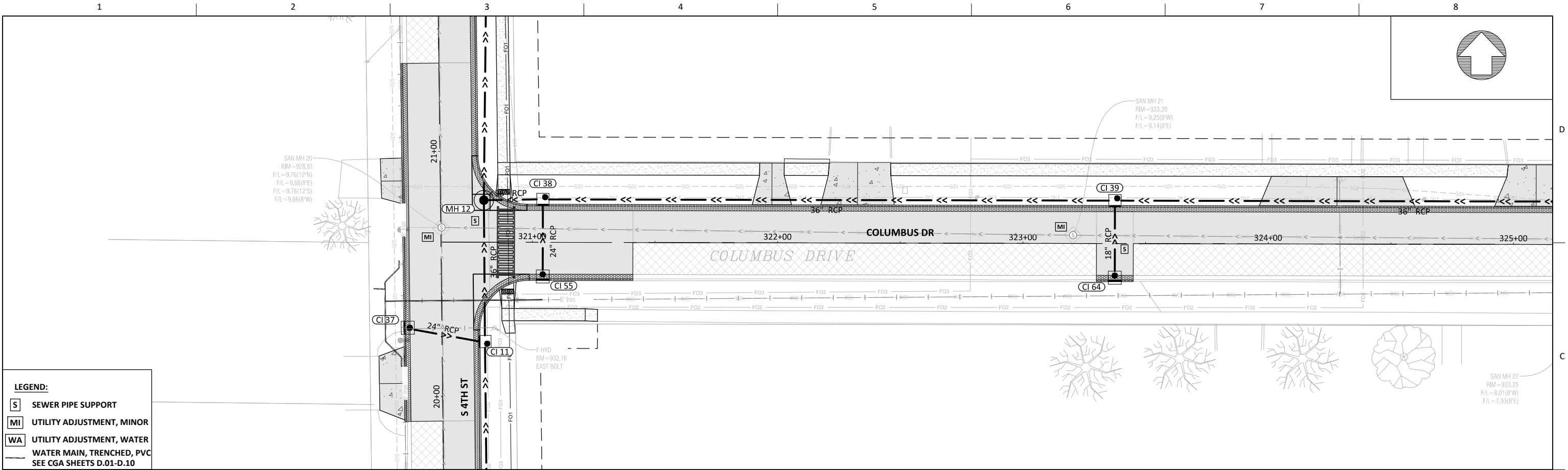
4TH STREET AND MEADOW LANE
STORM SEWER ENHANCEMENTS

STORM SEWER PLAN AND PROFILES
MEADOW LN



FILENAME | M.1.DWG
SCALE | 1" = 40' HORZ : 1" = 10' VERT

SHEET
M.7



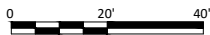
MARSHALLTOWN
IOWA



ISSUE			PROJECT NUMBER	

4TH STREET AND MEADOW LANE
STORM SEWER ENHANCEMENTS

STORM SEWER PLAN AND PROFILES
COLUMBUS DR

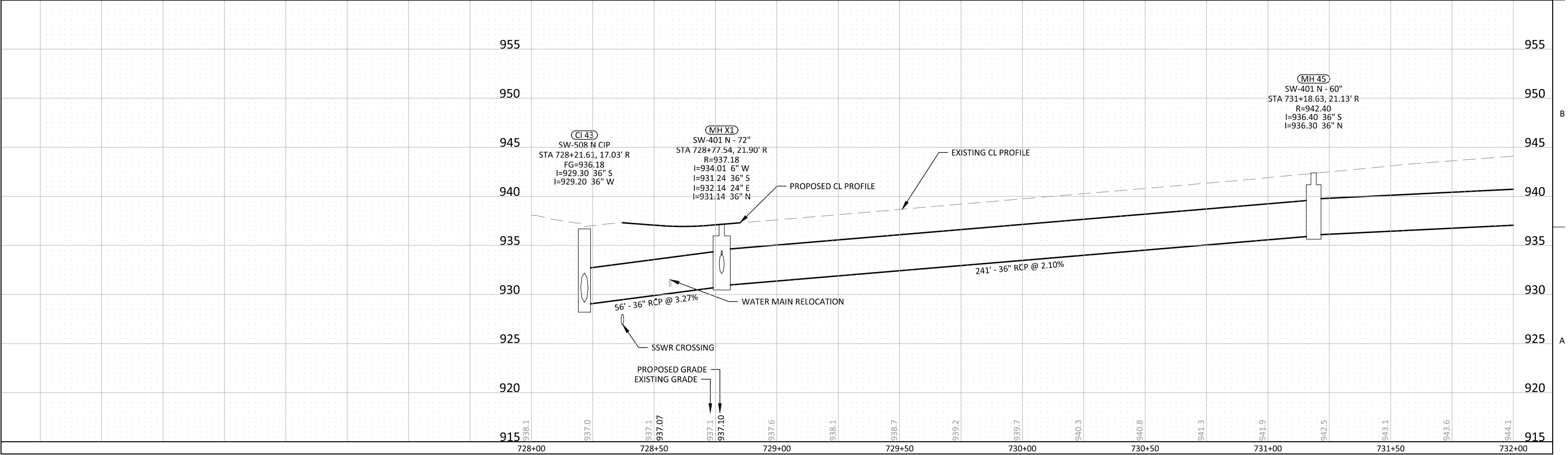
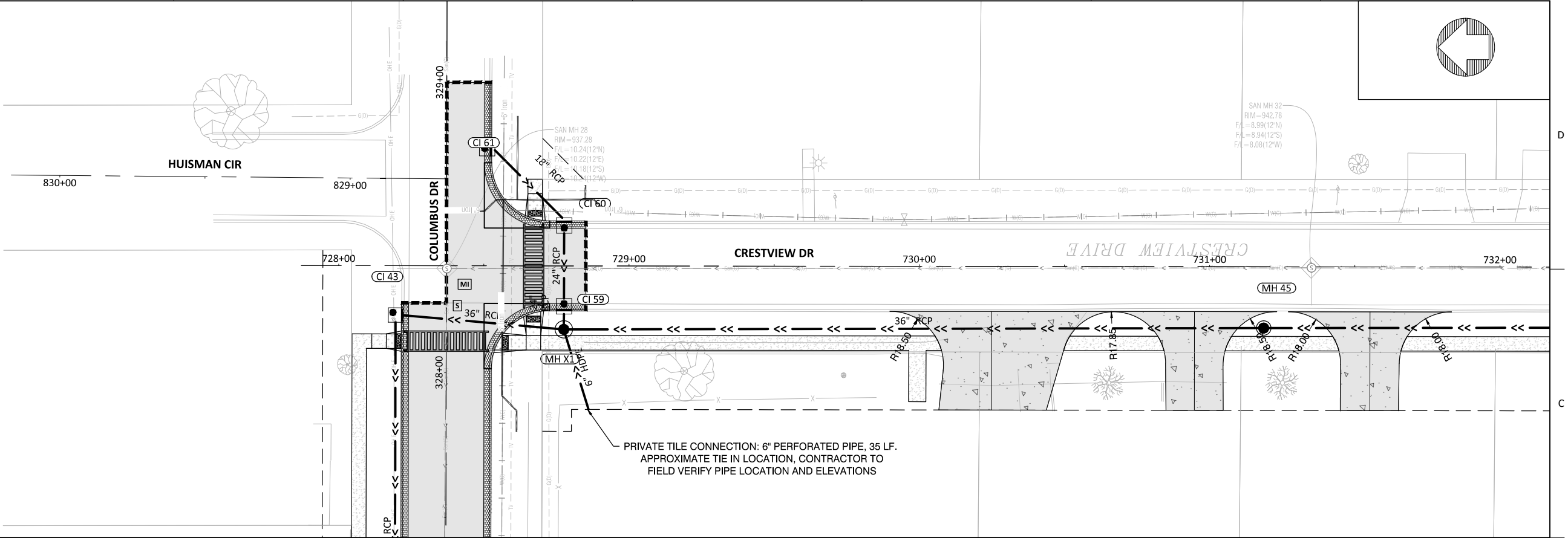


FILENAME | M.1.DWG
SCALE | 1" = 40' HORZ : 1" = 10' VERT

SHEET
M.9

LEGEND:

- S** SEWER PIPE SUPPORT
- MI** UTILITY ADJUSTMENT, MINOR
- WA** UTILITY ADJUSTMENT, WATER
- WATER MAIN, TRENCHED, PVC
SEE CGA SHEETS D.01-D.10



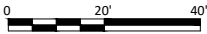
MARSHALLTOWN
IOWA



ISSUE	DATE	DESCRIPTION	PROJECT NUMBER	

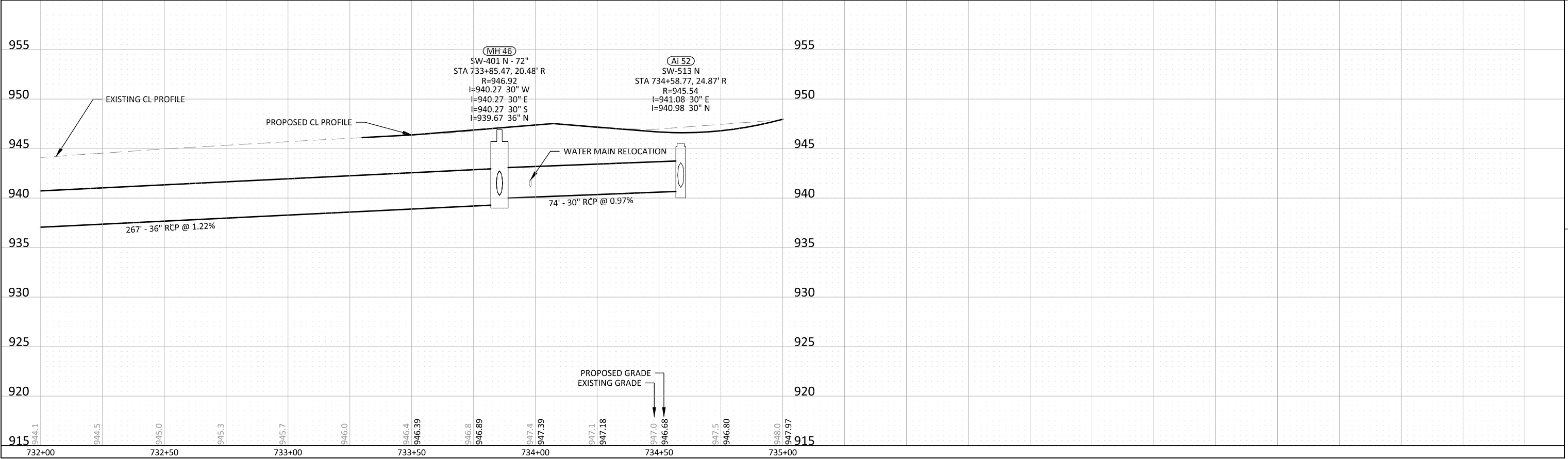
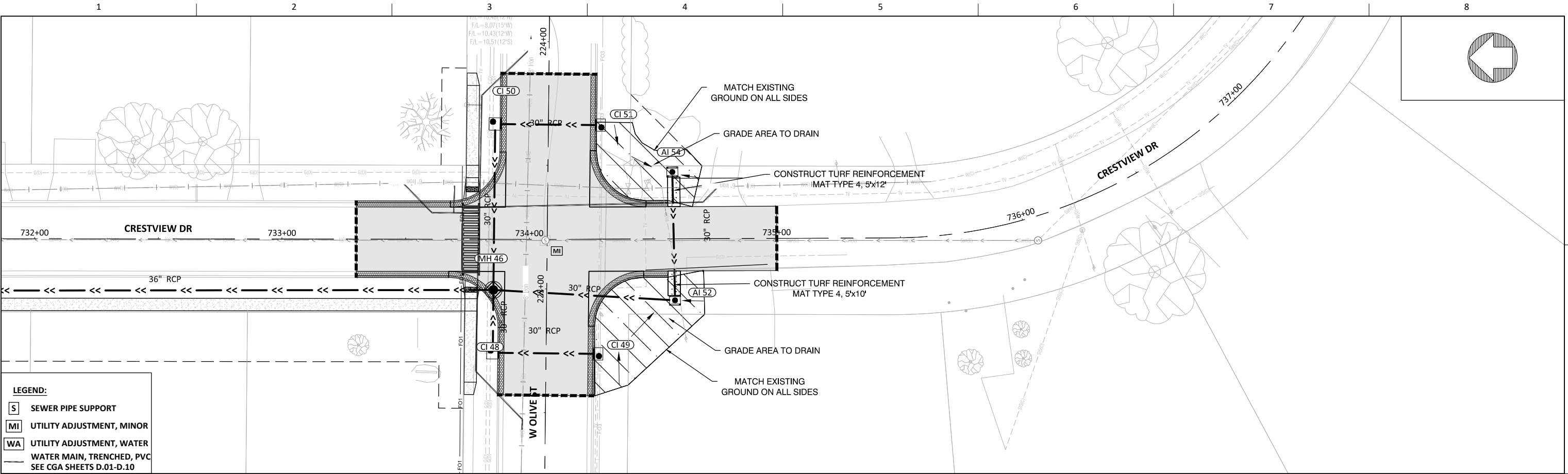
4TH STREET AND MEADOW LANE
STORM SEWER ENHANCEMENTS

STORM SEWER PLAN AND PROFILES
CRESTVIEW DR



FILENAME | M.1.DWG
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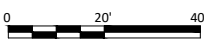
SHEET
M.11



ISSUE	DATE	DESCRIPTION	PROJECT NUMBER	

4TH STREET AND MEADOW LANE
STORM SEWER ENHANCEMENTS

STORM SEWER PLAN AND PROFILES
CRESTVIEW DR



FILENAME | M.1.DWG
SCALE | 1" = 40' HORZ : 1" = 10' VERT

SHEET
M.12

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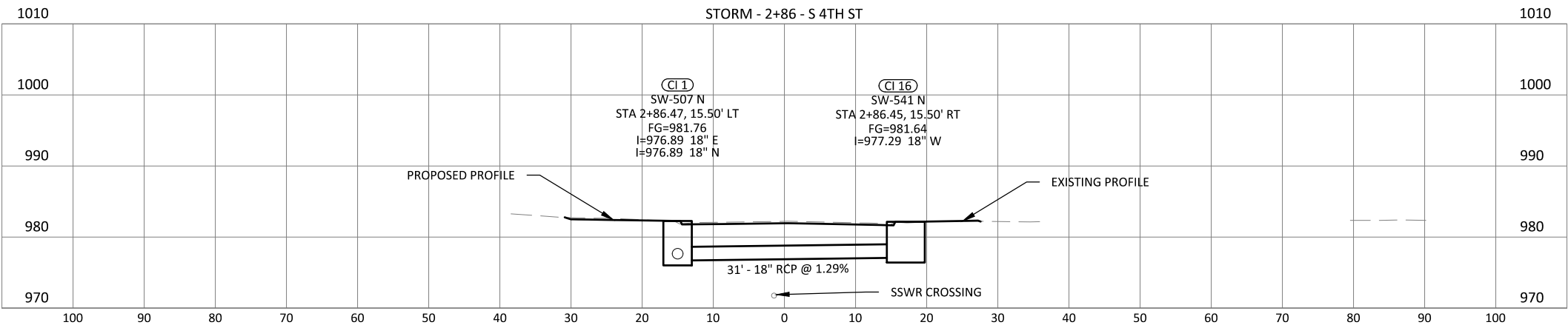
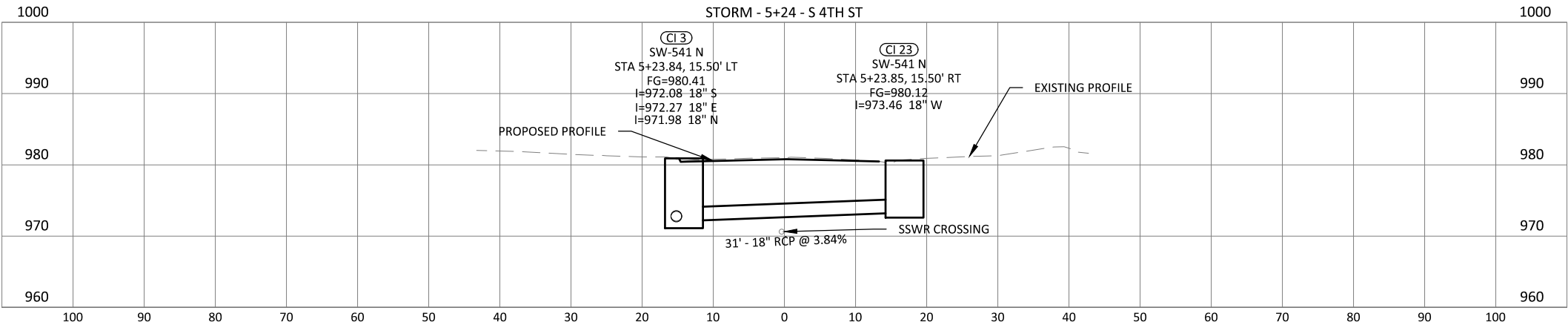
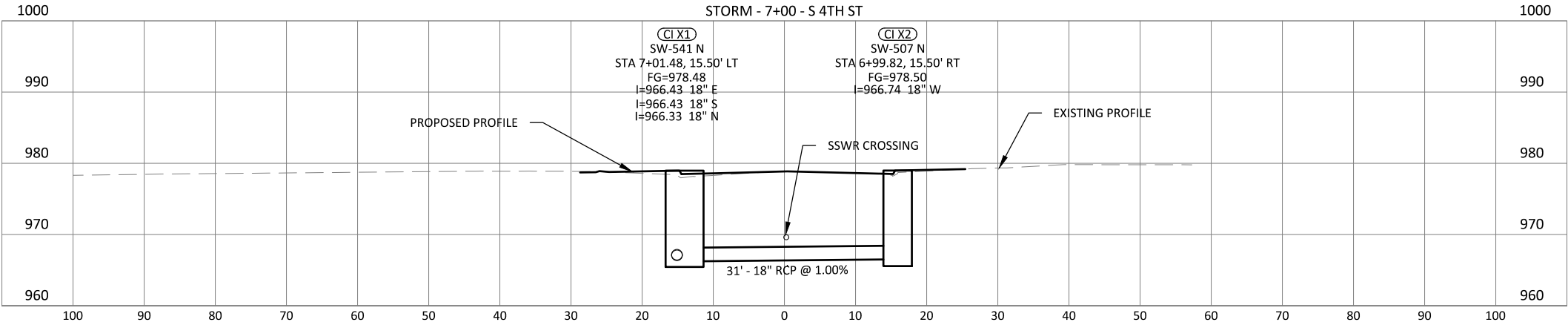
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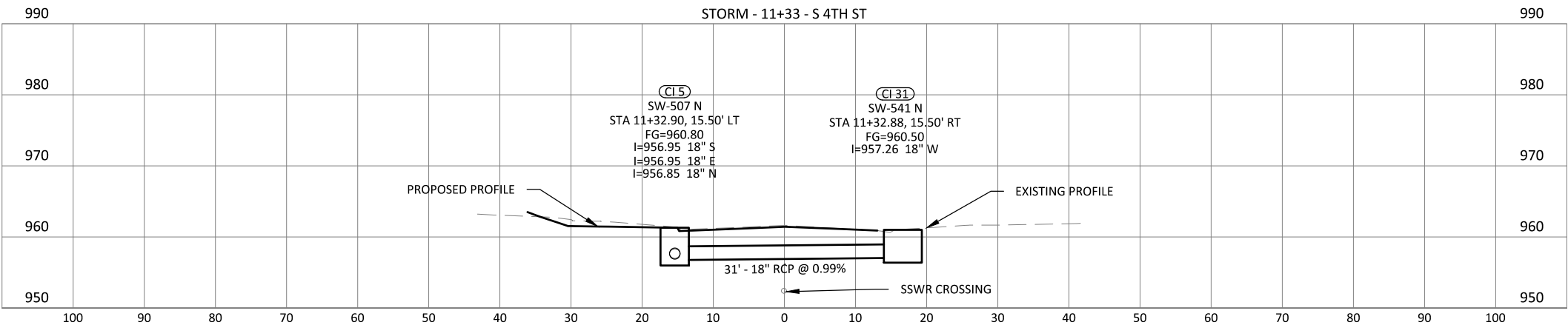
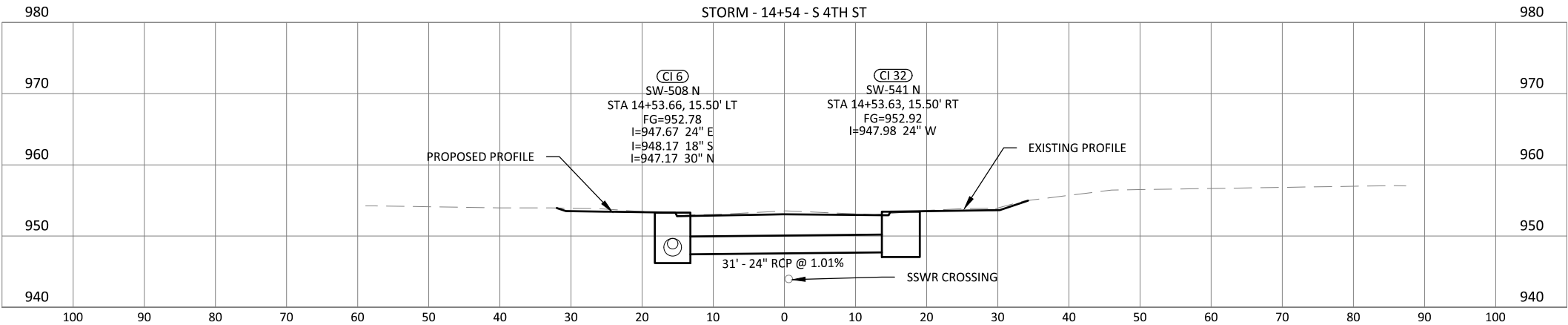
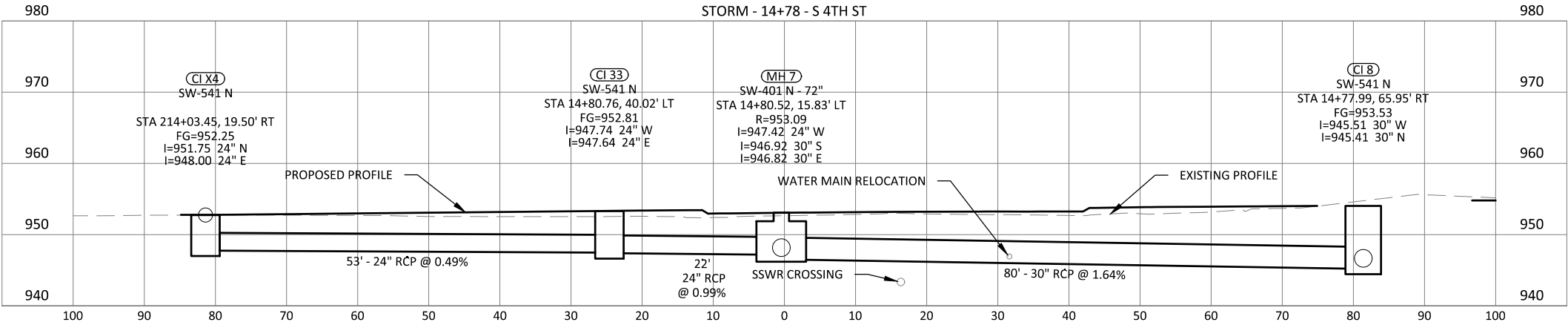
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ISSUE	DATE	DESCRIPTION
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PROJECT NUMBER

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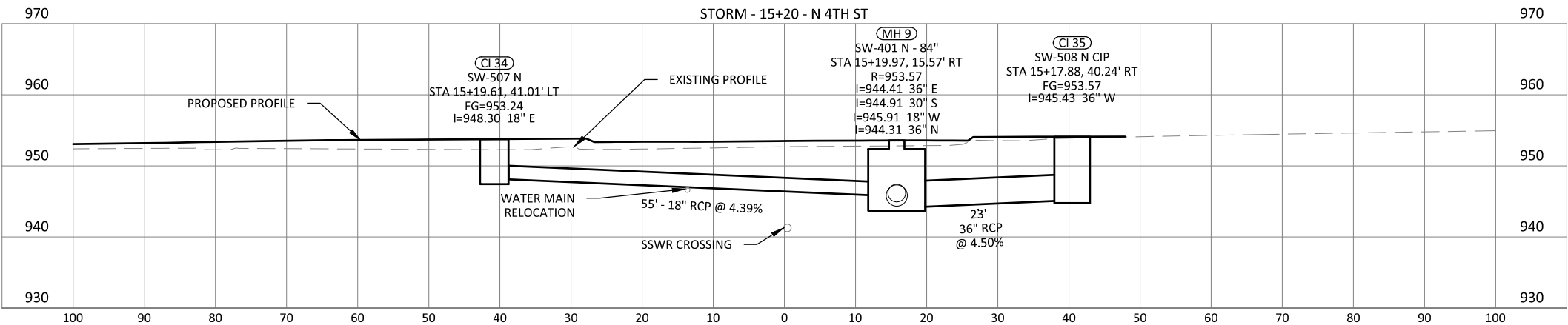
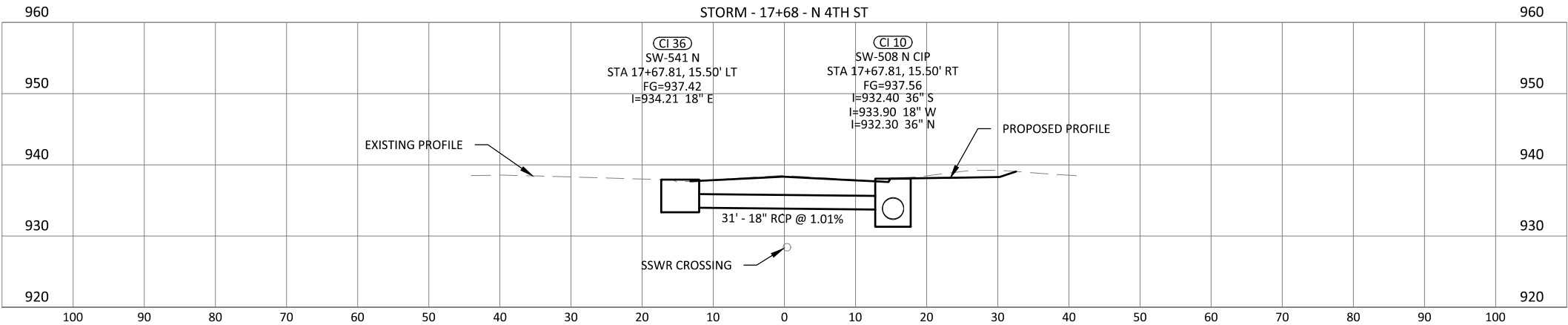
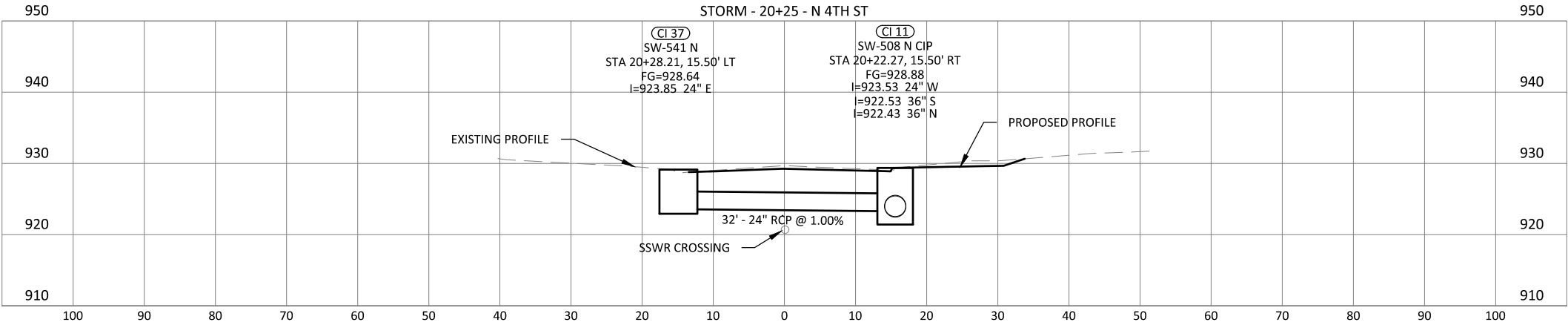
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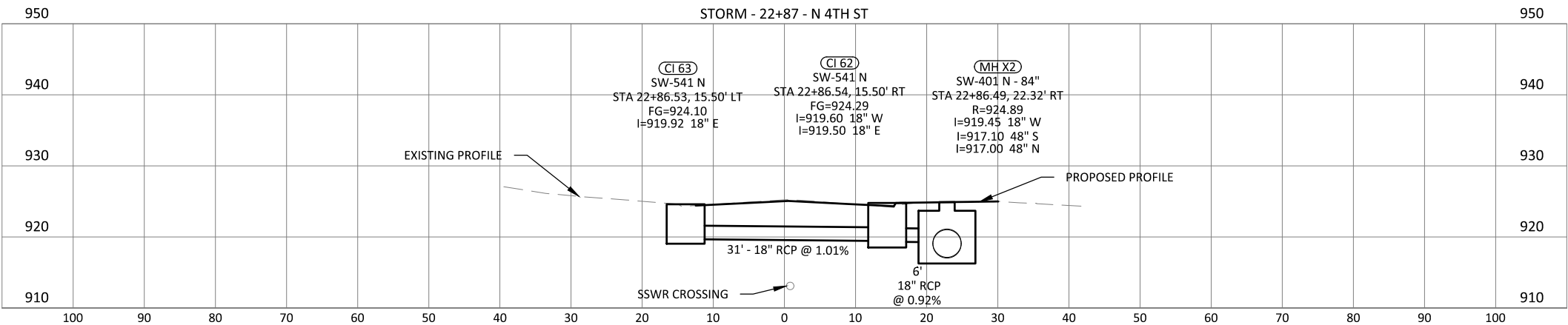
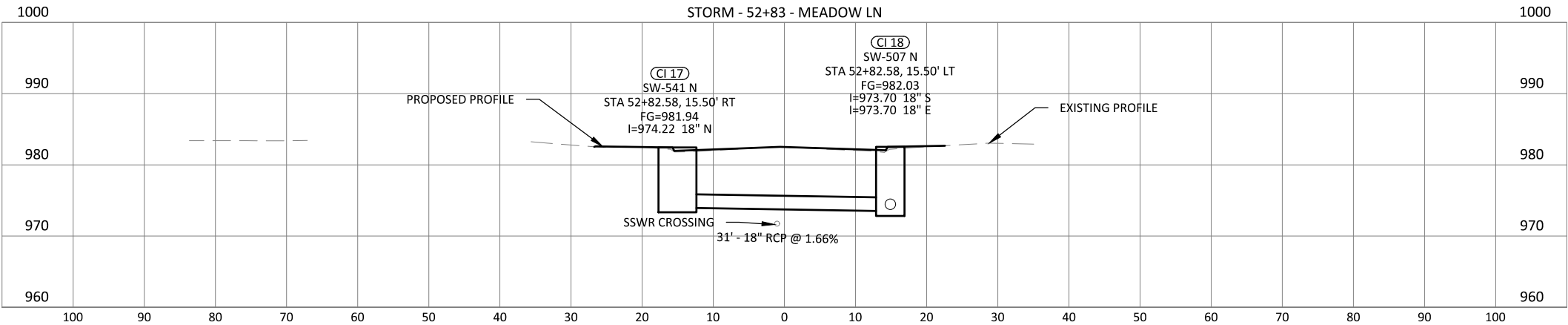
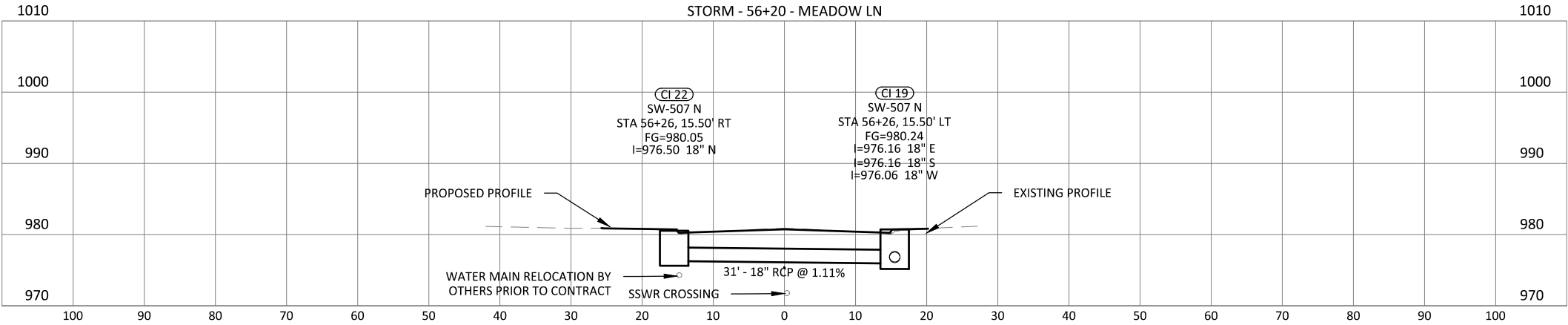
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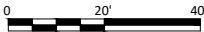
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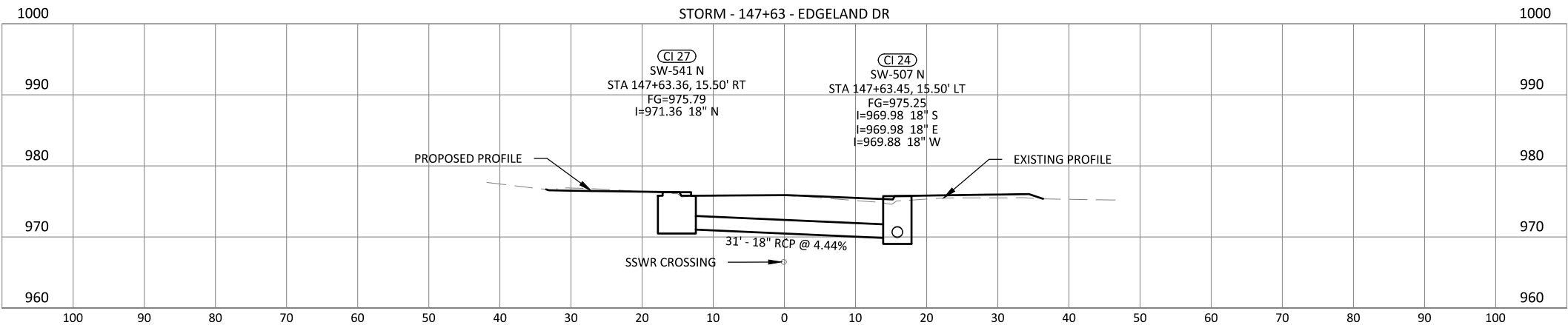
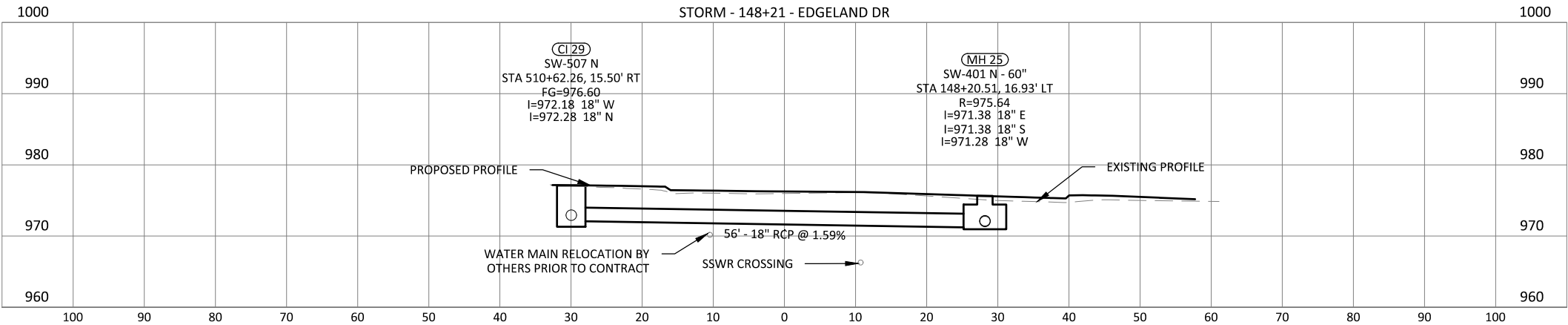
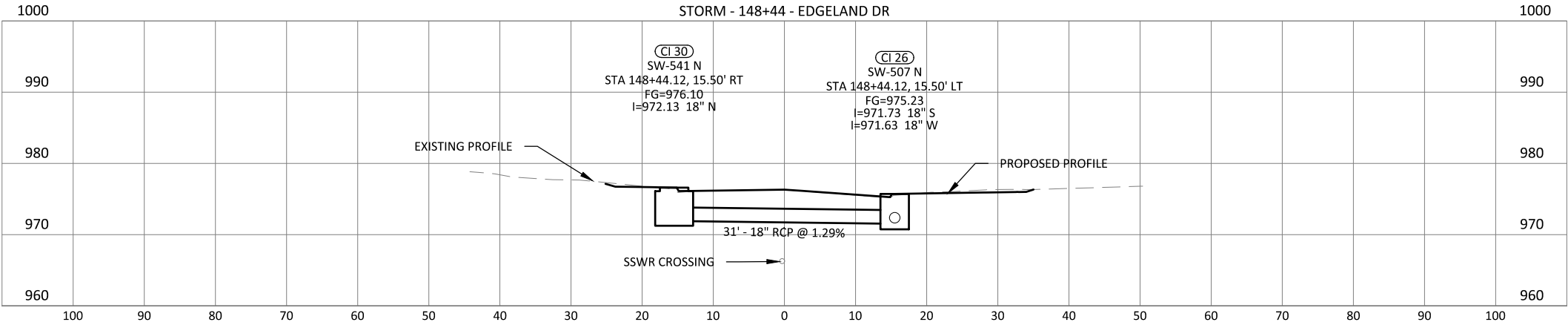
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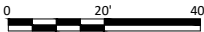
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ISSUE	DATE	DESCRIPTION

PROJECT NUMBER	



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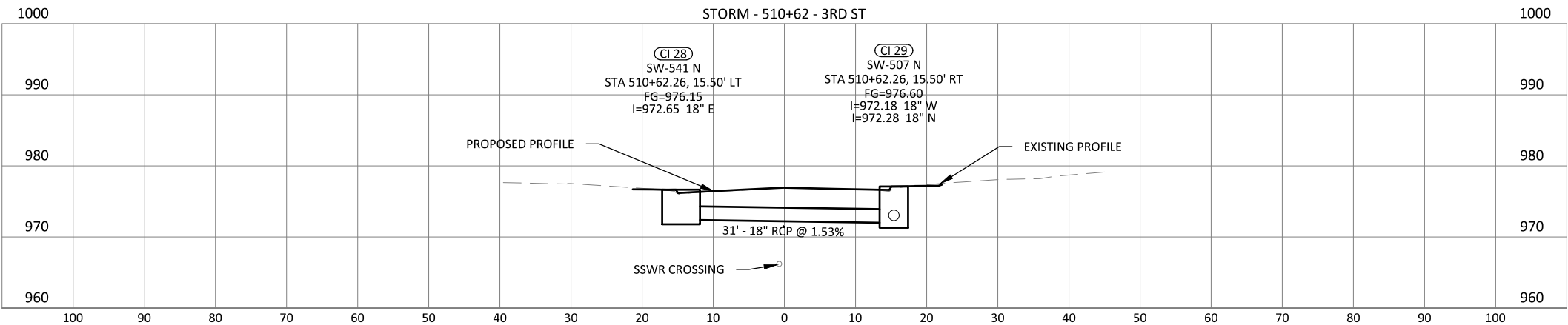
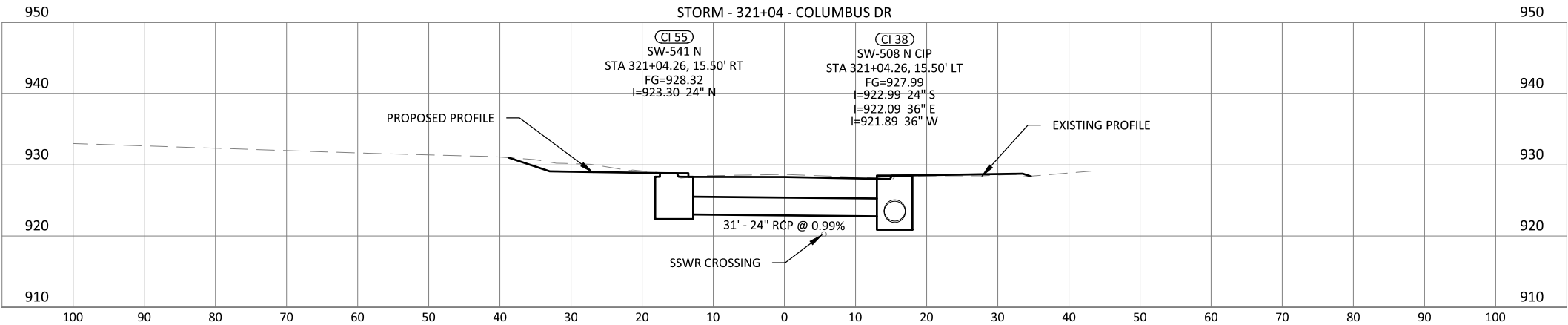
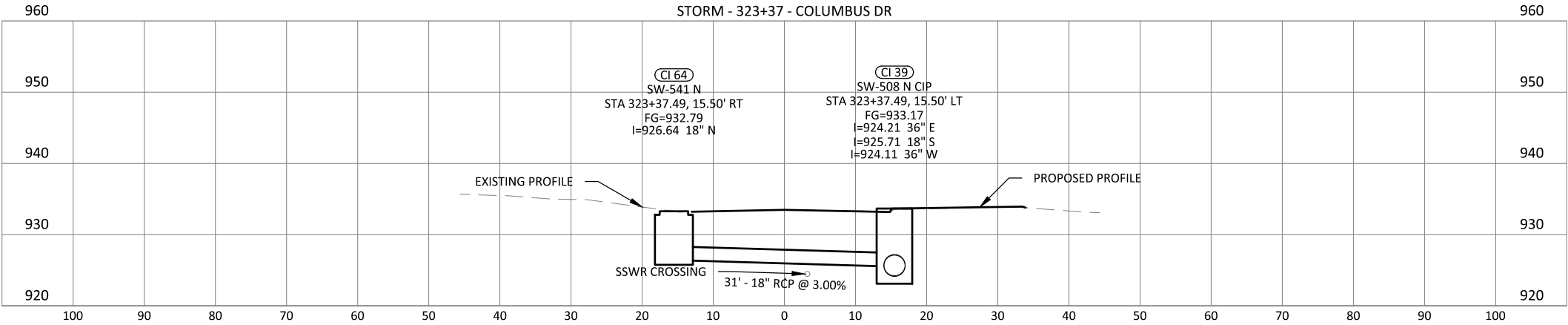
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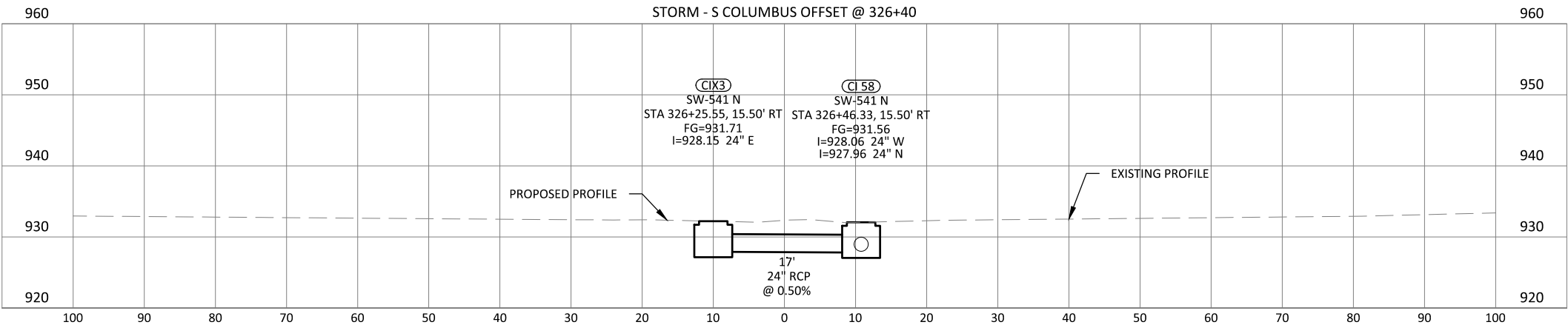
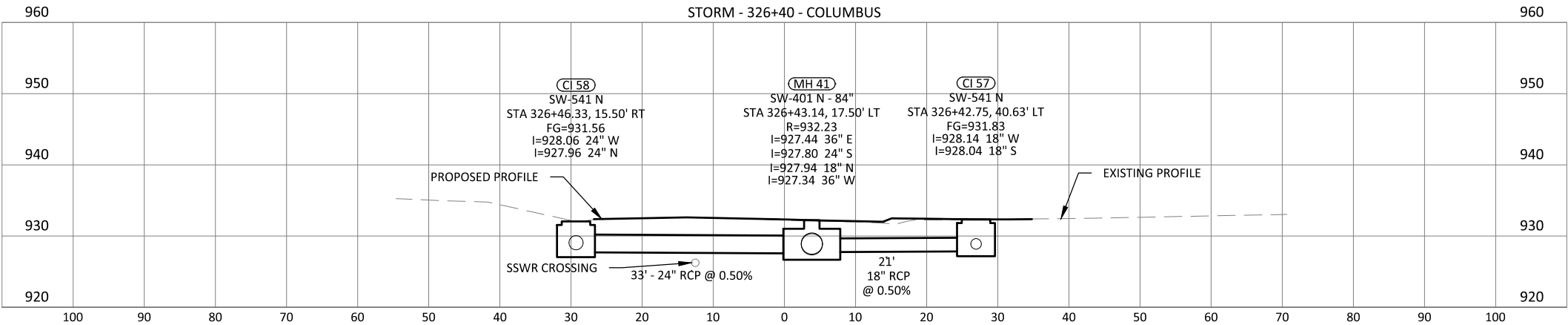
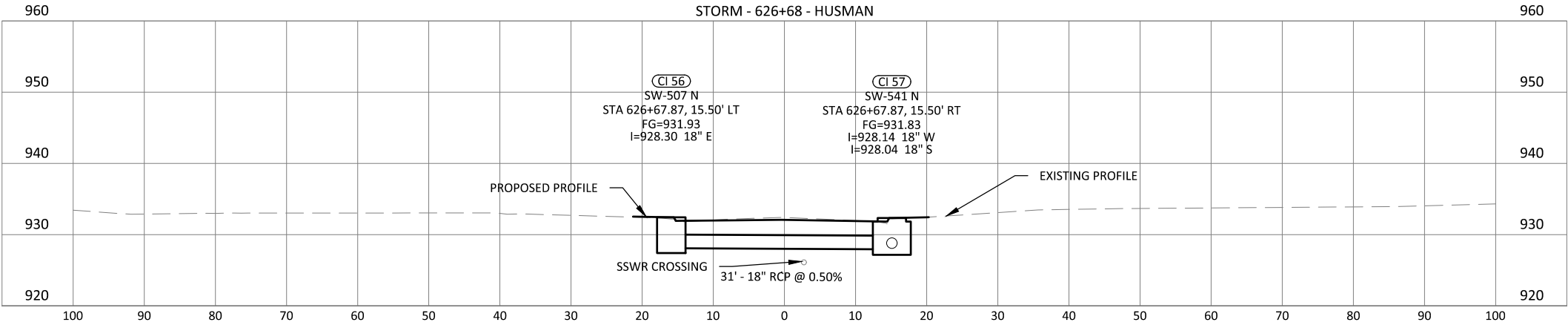
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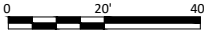
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ISSUE	DATE	DESCRIPTION

PROJECT NUMBER	



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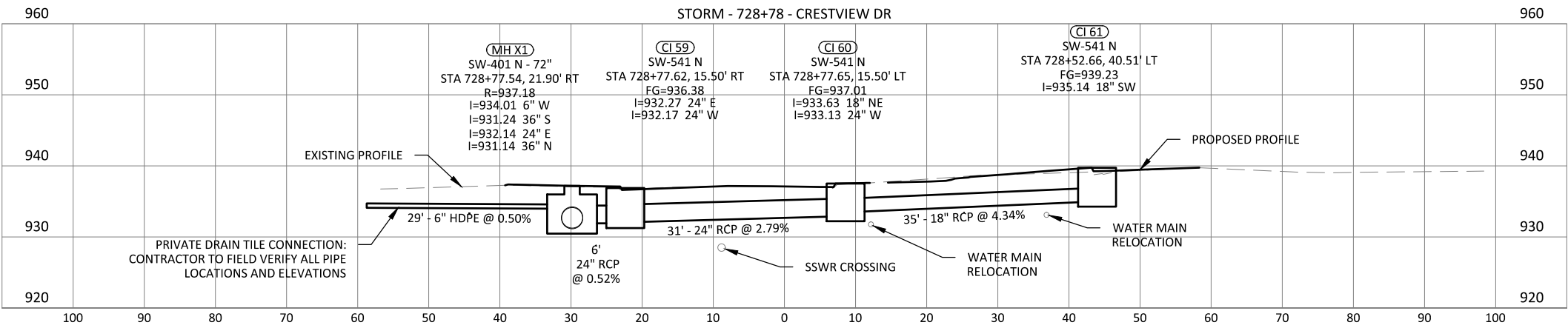
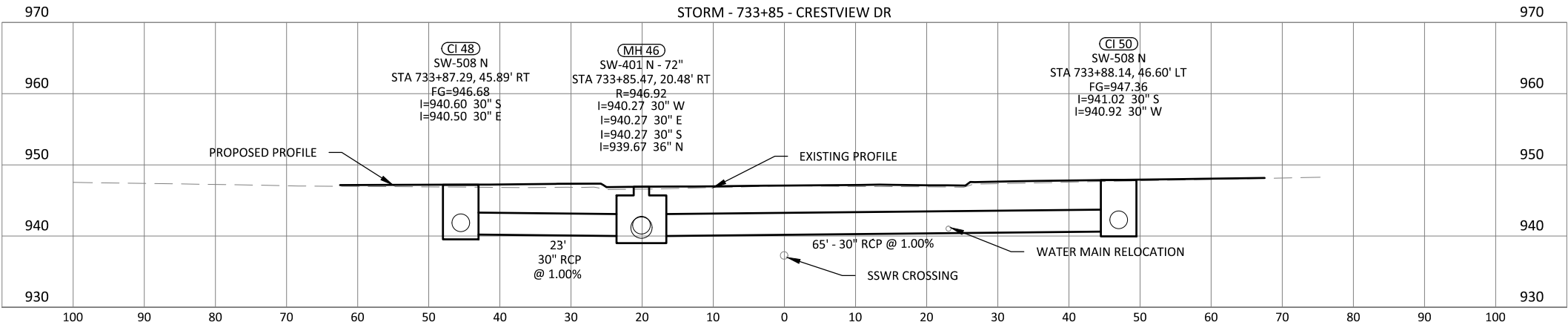
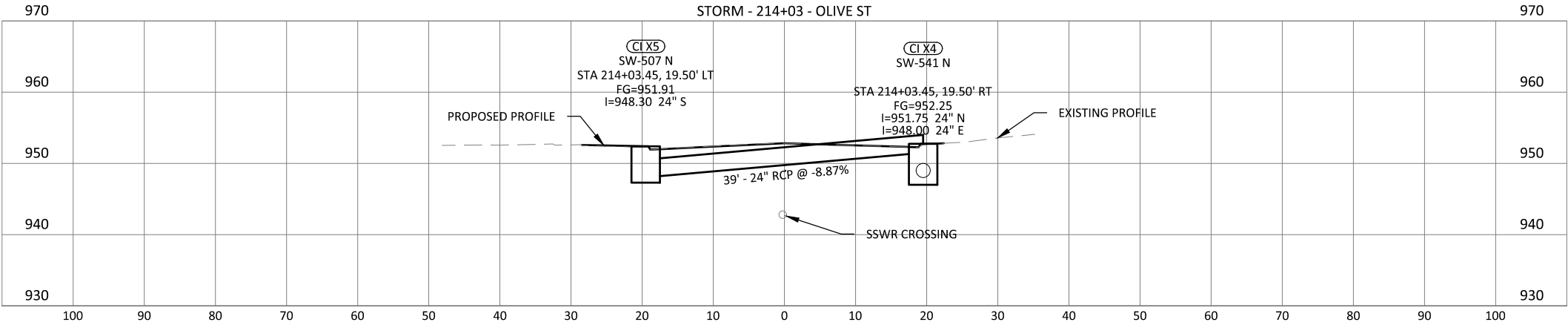
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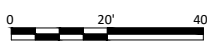


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PROJECT NUMBER

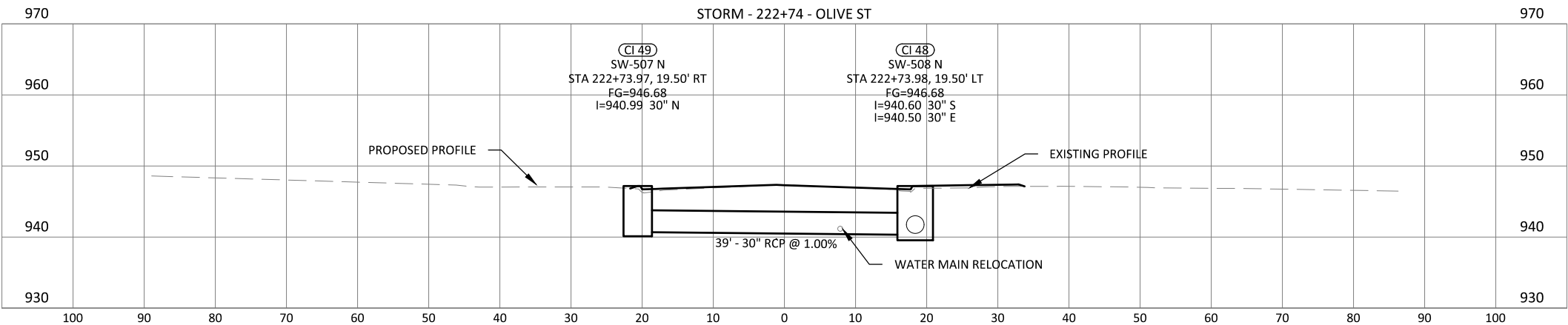
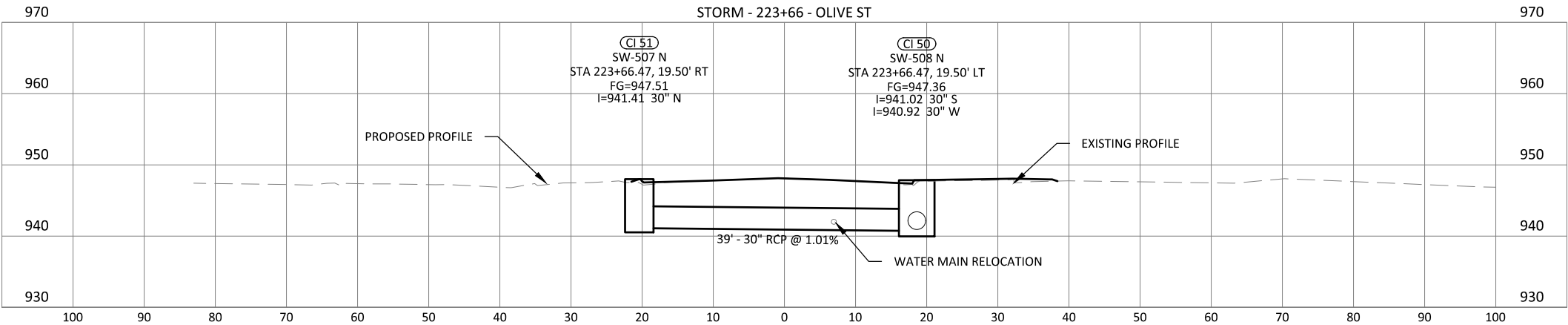
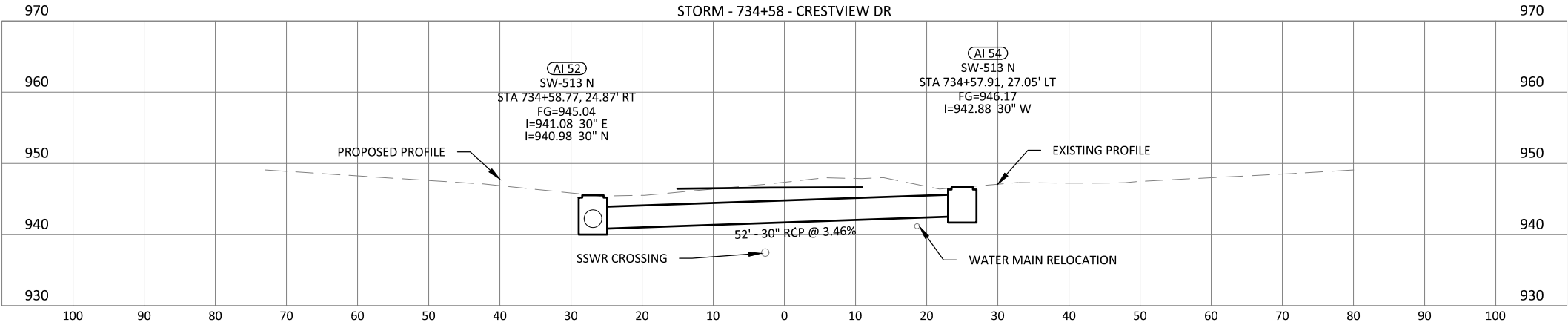
4TH STREET AND MEADOW LANE
STORM SEWER ENHANCEMENTS

STORM CROSS RUNS



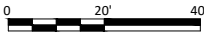
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SCALE 1" = 20' HORZ : 1" = 20' VERT

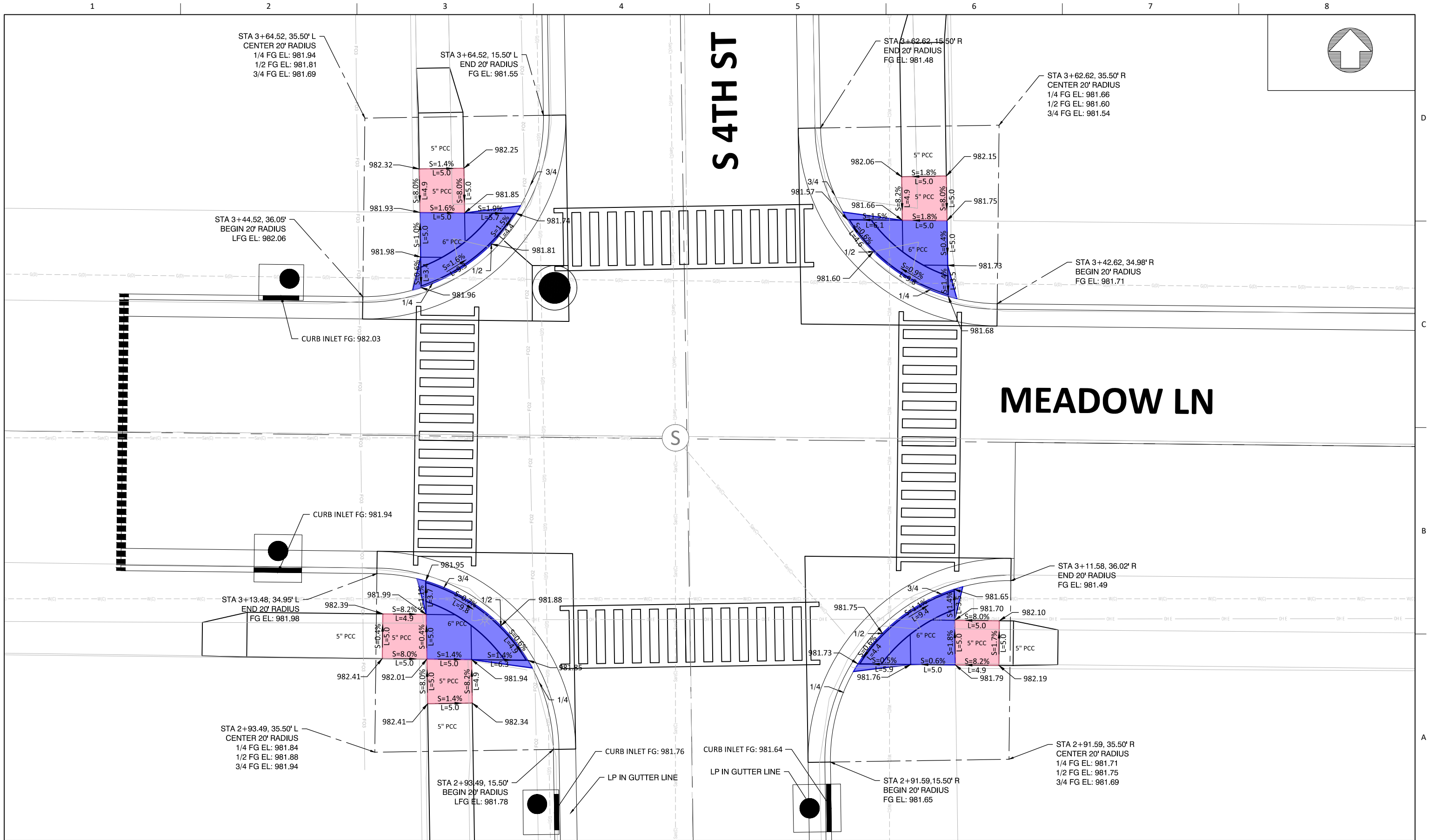
SHEET
M.20



ISSUE	DATE	DESCRIPTION

PROJECT NUMBER	





MARSHALLTOWN
IOWA

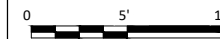


ISSUE	DATE	DESCRIPTION

PROJECT NUMBER

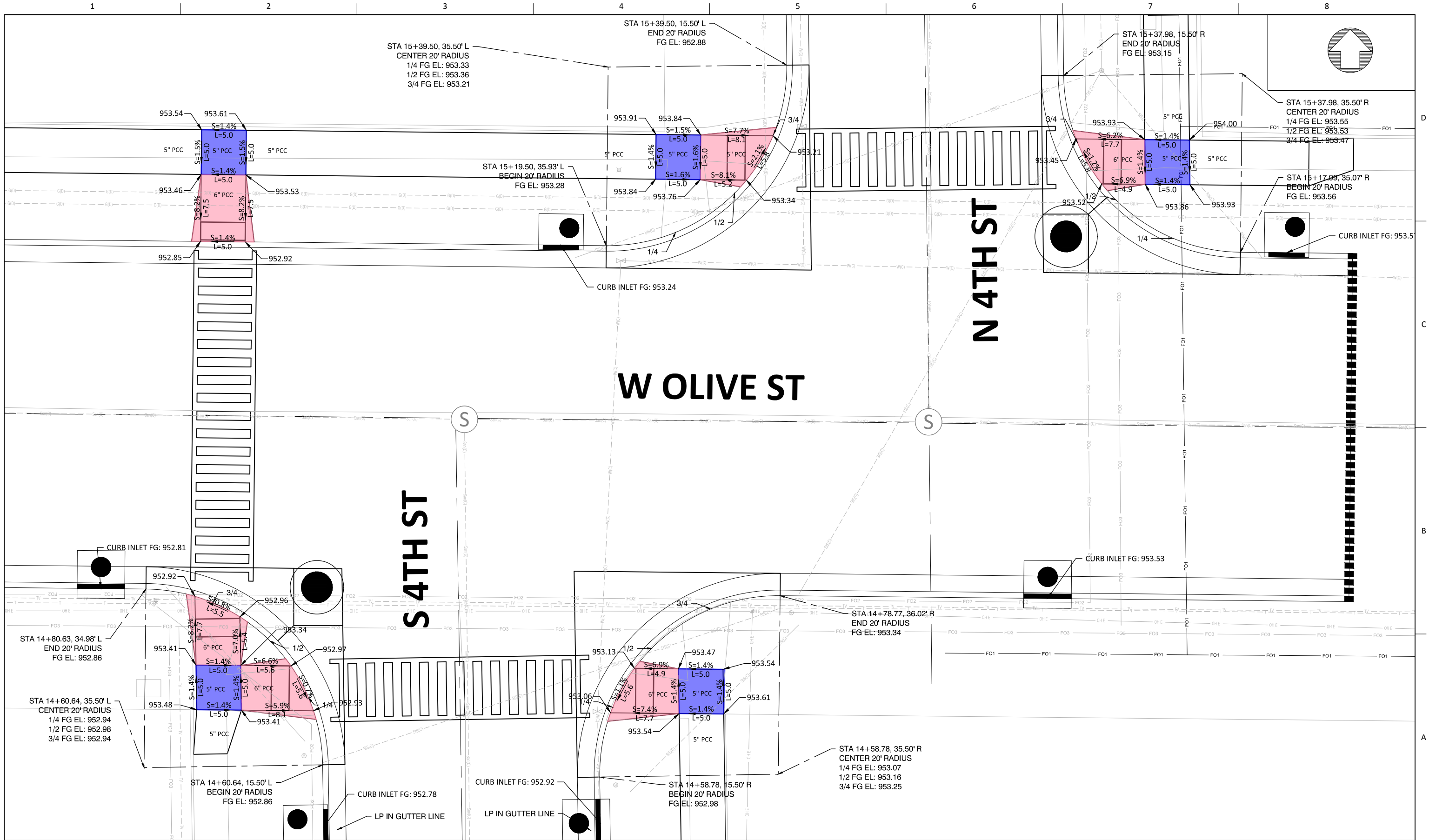
4TH STREET AND MEADOW LANE
STORM SEWER ENHANCEMENTS

PEDESTRIAN RAMP DETAILS
MEADOW LN & S 4TH ST



FILENAME | S.1.DWG
SCALE | 1" = 10'

SHEET
S.1



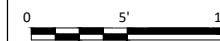
MARSHALLTOWN
IOWA



ISSUE	DATE	DESCRIPTION

PROJECT NUMBER

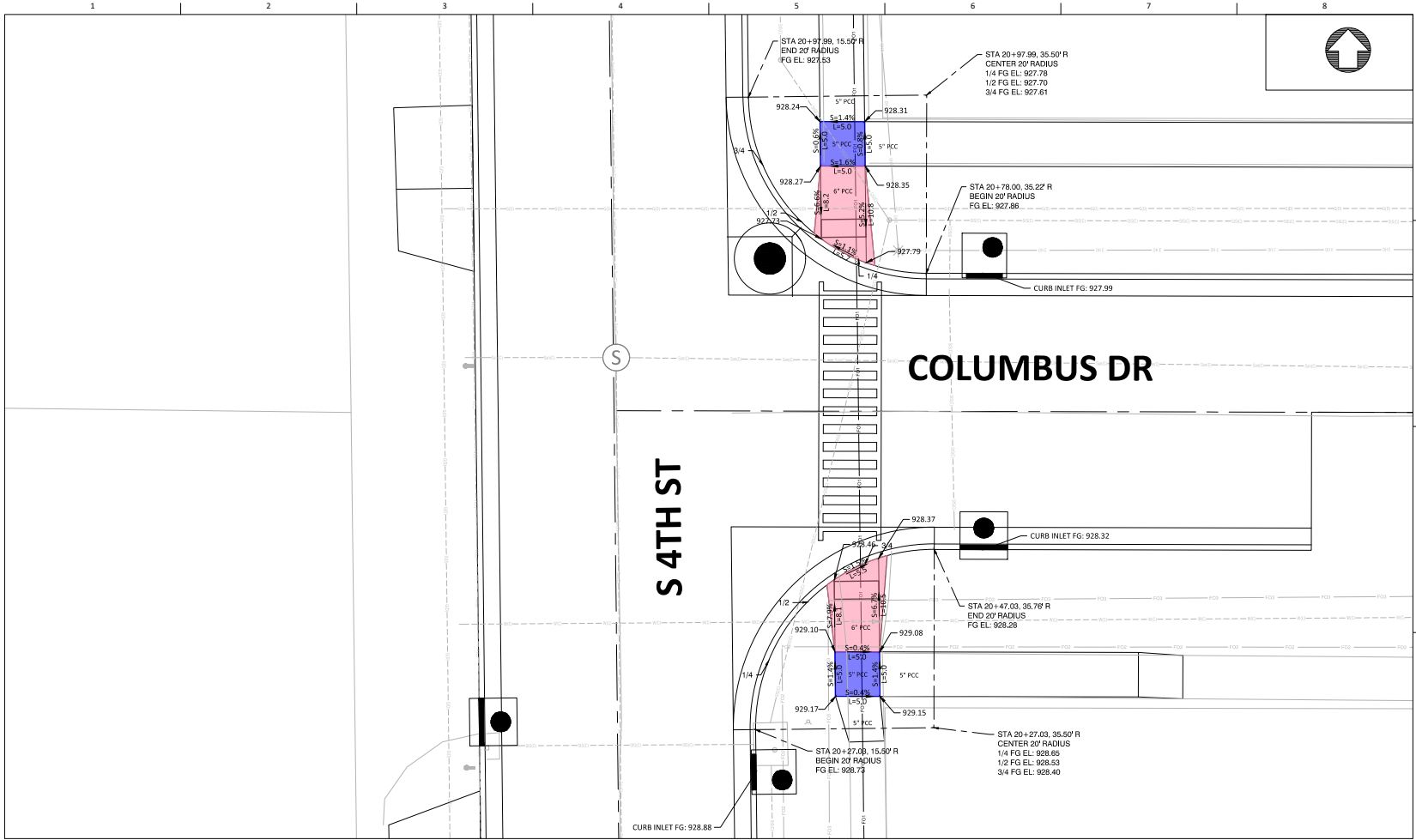
4TH STREET AND MEADOW LANE
STORM SEWER ENHANCEMENTS



FILENAME | S.1.DWG
SCALE | 1" = 10'

PEDESTRIAN RAMP DETAILS
W OLIVE ST & S 4TH ST

SHEET
S.3



MARSHALLTOWN
IOWA



ISSUE	DATE	DESCRIPTION	PROJECT NUMBER	

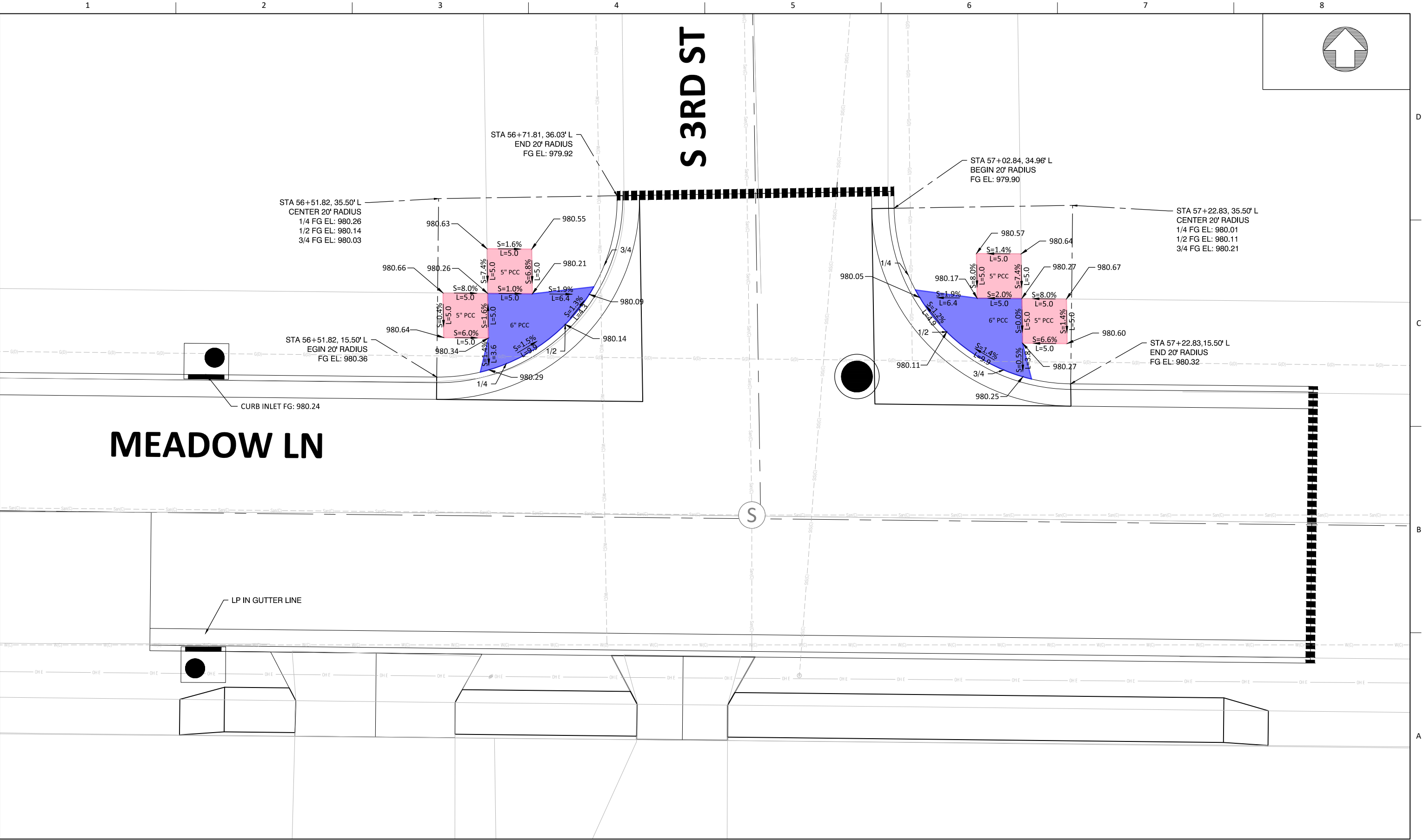
4TH STREET AND MEADOW LANE
STORM SEWER ENHANCEMENTS

PEDESTRIAN RAMP DETAILS
COLUMBUS DR & S 4TH ST



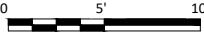
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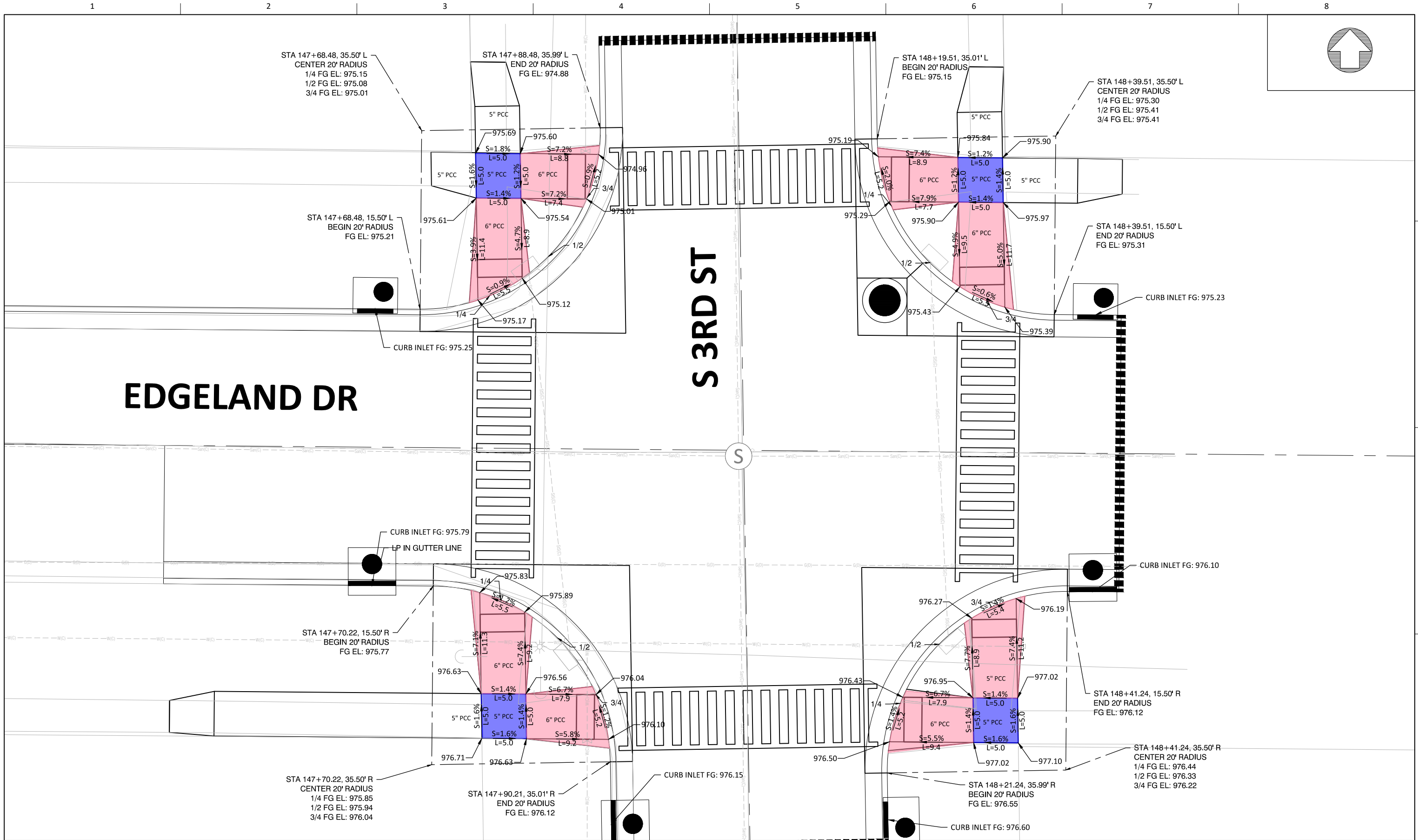
SHEET
S.4



ISSUE	DATE	DESCRIPTION

PROJECT NUMBER	





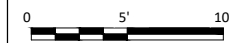
MARSHALLTOWN
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ISSUE	DATE	DESCRIPTION

PROJECT NUMBER

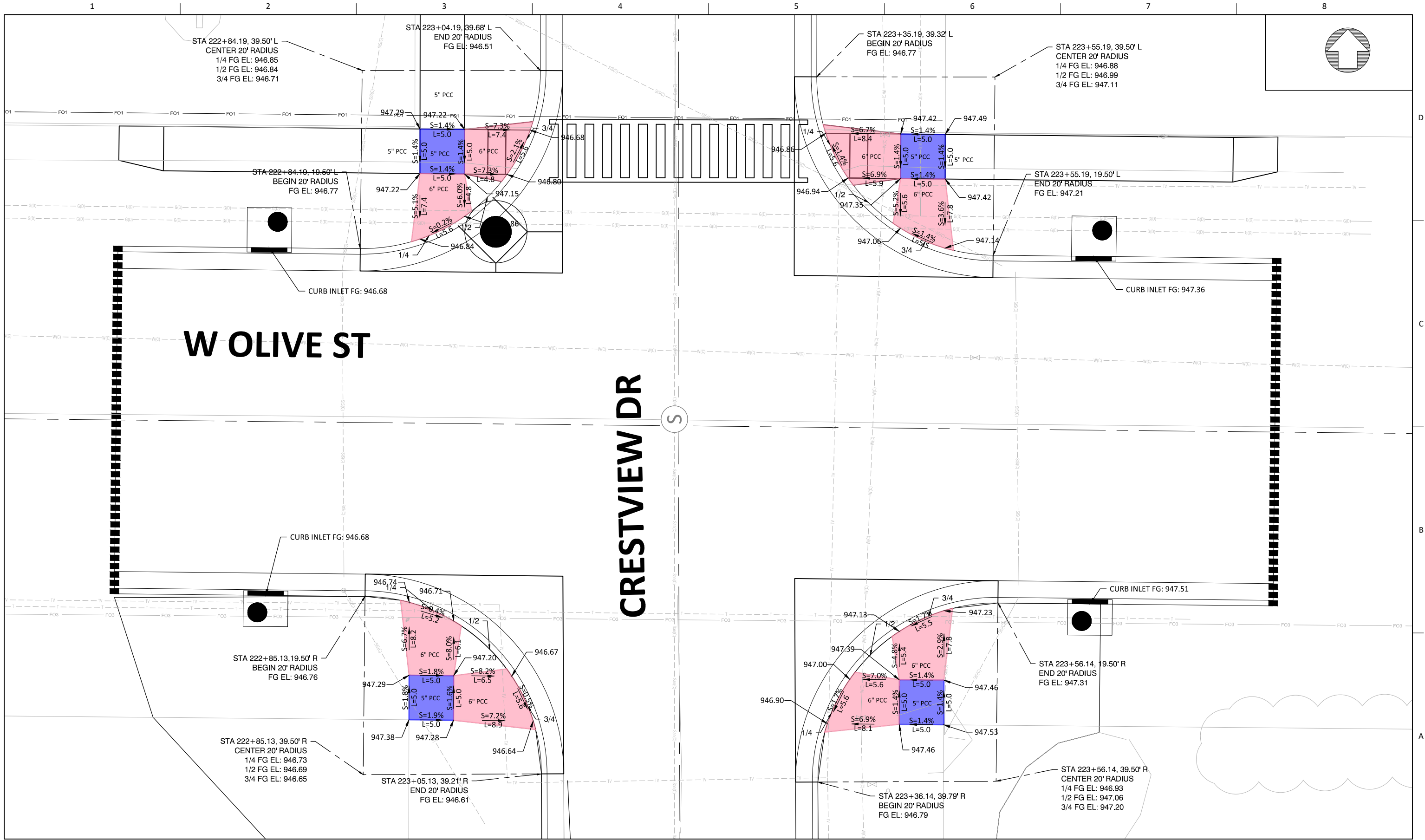
4TH STREET AND MEADOW LANE
STORM SEWER ENHANCEMENTS



FILENAME S.1.DWG
SCALE 1" = 10'

PEDESTRIAN RAMP DETAILS
EDGELAND DR & S 3RD ST

SHEET
S.6



MARSHALLTOWN
IOWA

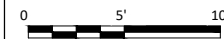


ISSUE	DATE	DESCRIPTION

PROJECT NUMBER

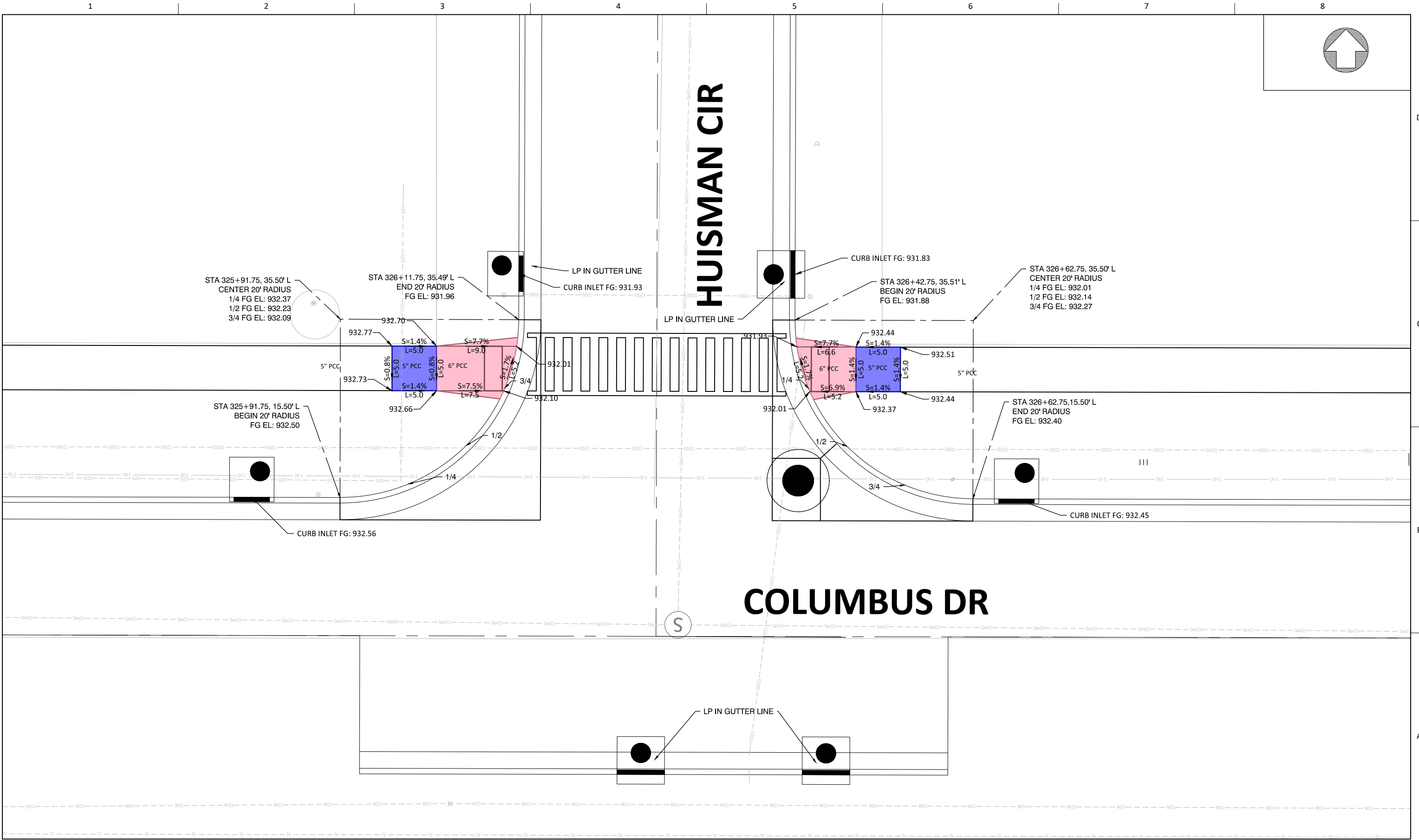
4TH STREET AND MEADOW LANE
STORM SEWER ENHANCEMENTS

PEDESTRIAN RAMP DETAILS
W OLIVE ST & CRESTVIEW DR



FILENAME | S.1.DWG
SCALE | 1" = 10'

SHEET
S.7



MARSHALLTOWN
IOWA

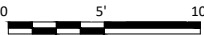


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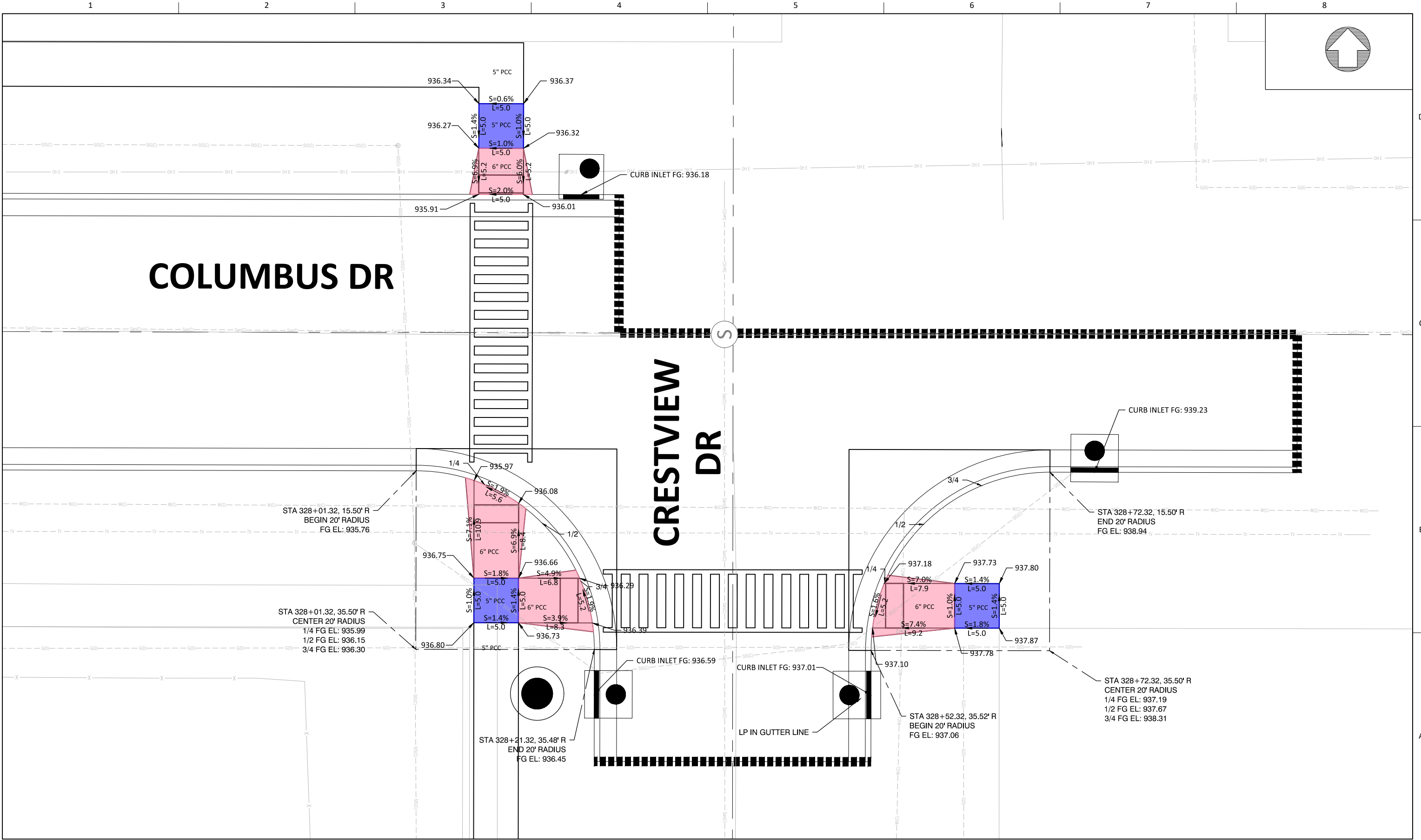
4TH STREET AND MEADOW LANE
STORM SEWER ENHANCEMENTS

PEDESTRIAN RAMP DETAILS
COLUMBUS DR & HUISMAN CIR



FILENAME | S.1.DWG
SCALE | 1" = 10'

SHEET
S.8



MARSHALLTOWN
IOWA

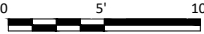


ISSUE	DATE	DESCRIPTION

PROJECT NUMBER

4TH STREET AND MEADOW LANE
STORM SEWER ENHANCEMENTS

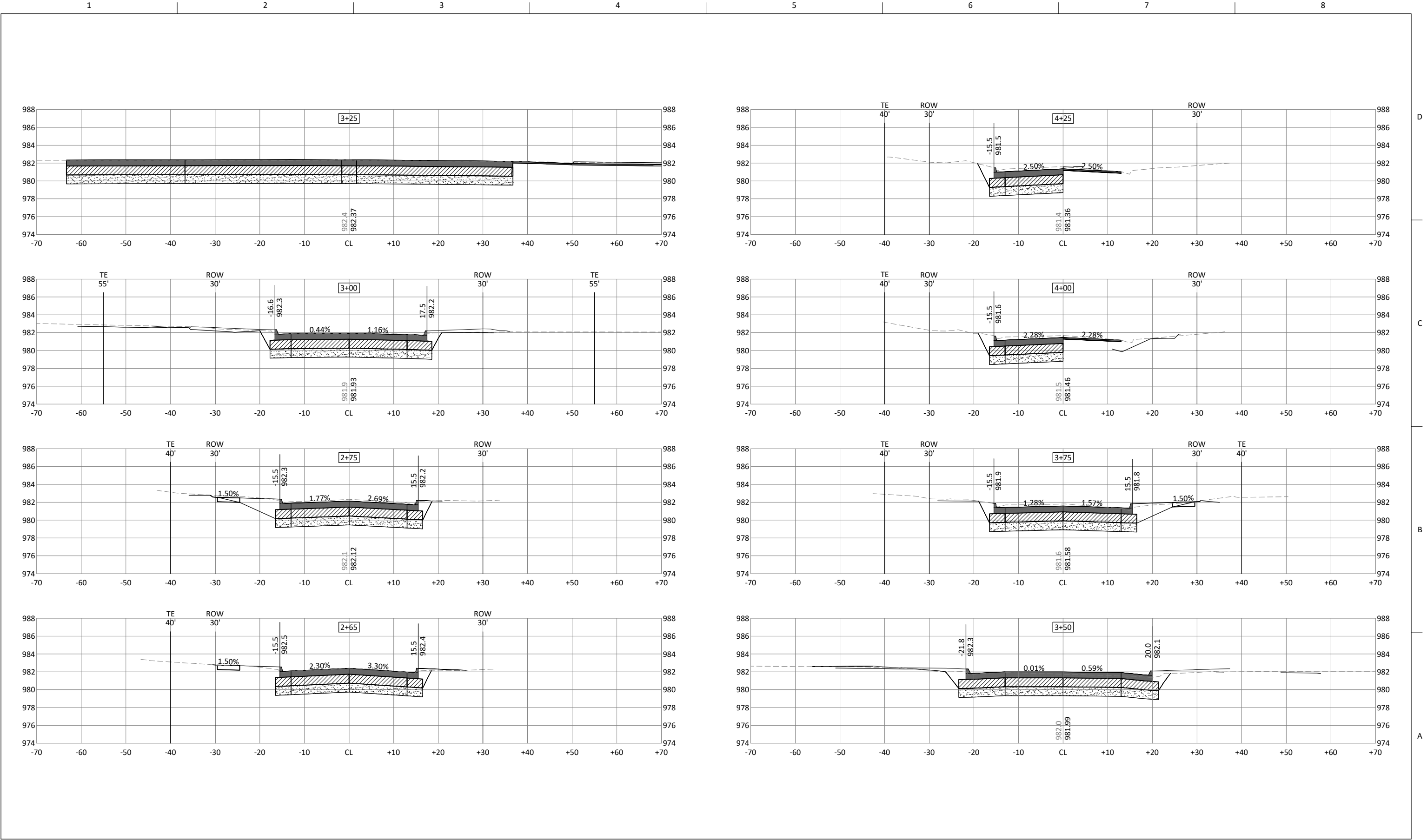
PEDESTRIAN RAMP DETAILS
COLUMBUS DR & CRESTVIEW DR



FILENAME | S.1.DWG
SCALE | 1" = 10'

SHEET
S.9

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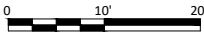
MARSHALLTOWN
IOWA



ISSUE	DATE	DESCRIPTION

4TH STREET AND MEADOW LANE
STORM SEWER ENHANCEMENTS

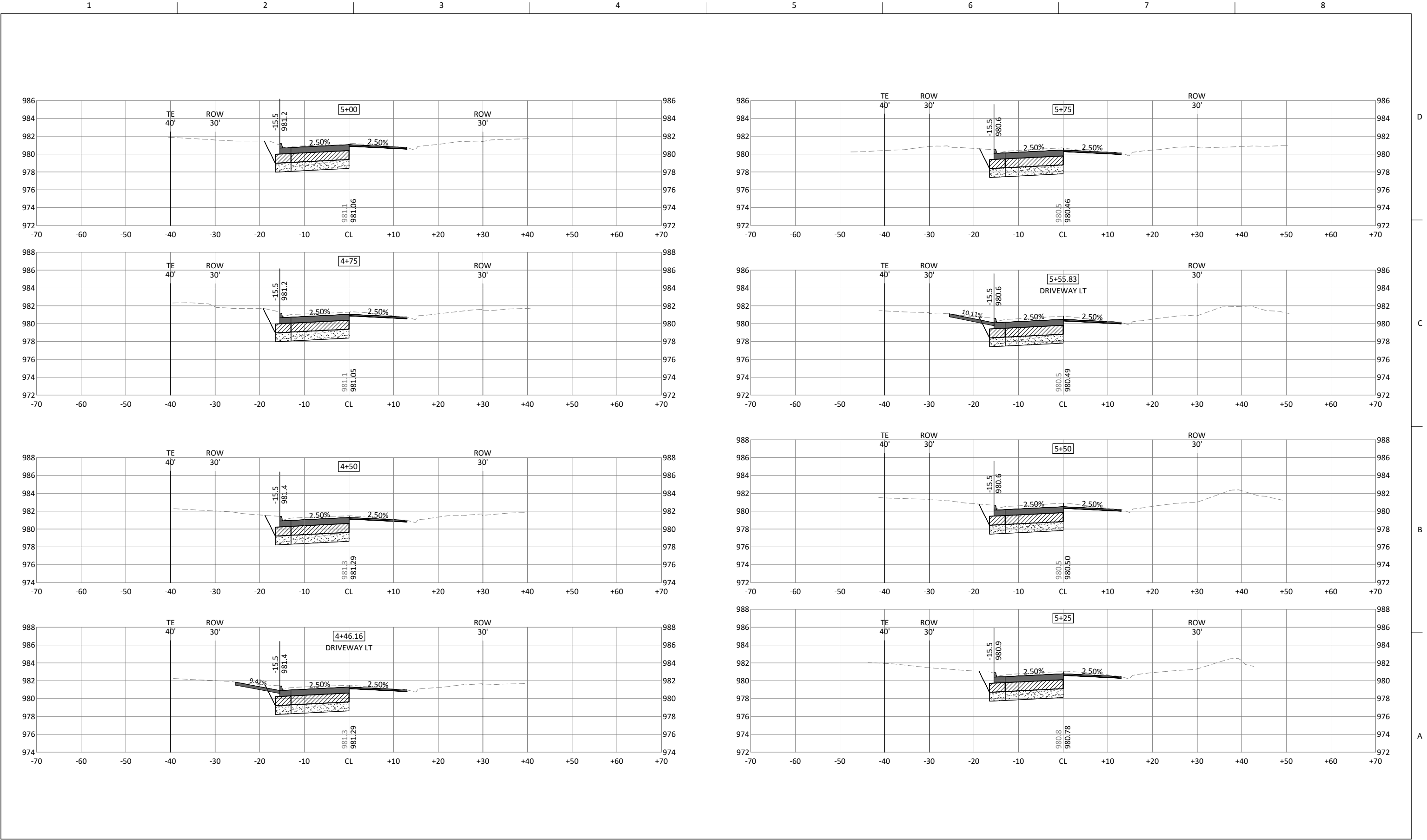
ROADWAY CROSS SECTIONS
S 4TH STREET



FILENAME | 10076153_C_GRAD_N1.DWG | SHEET
SCALE | NA

W.1

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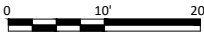
MARSHALLTOWN
IOWA



ISSUE	DATE	DESCRIPTION

4TH STREET AND MEADOW LANE
STORM SEWER ENHANCEMENTS

ROADWAY CROSS SECTIONS
S 4TH STREET



FILENAME 10076153_C_GRAD_N1.DWG
SCALE NA

SHEET
W.2

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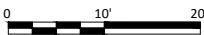
MARSHALLTOWN
IOWA



ISSUE	DATE	DESCRIPTION
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4TH STREET AND MEADOW LANE
STORM SEWER ENHANCEMENTS

ROADWAY CROSS SECTIONS
S 4TH STREET

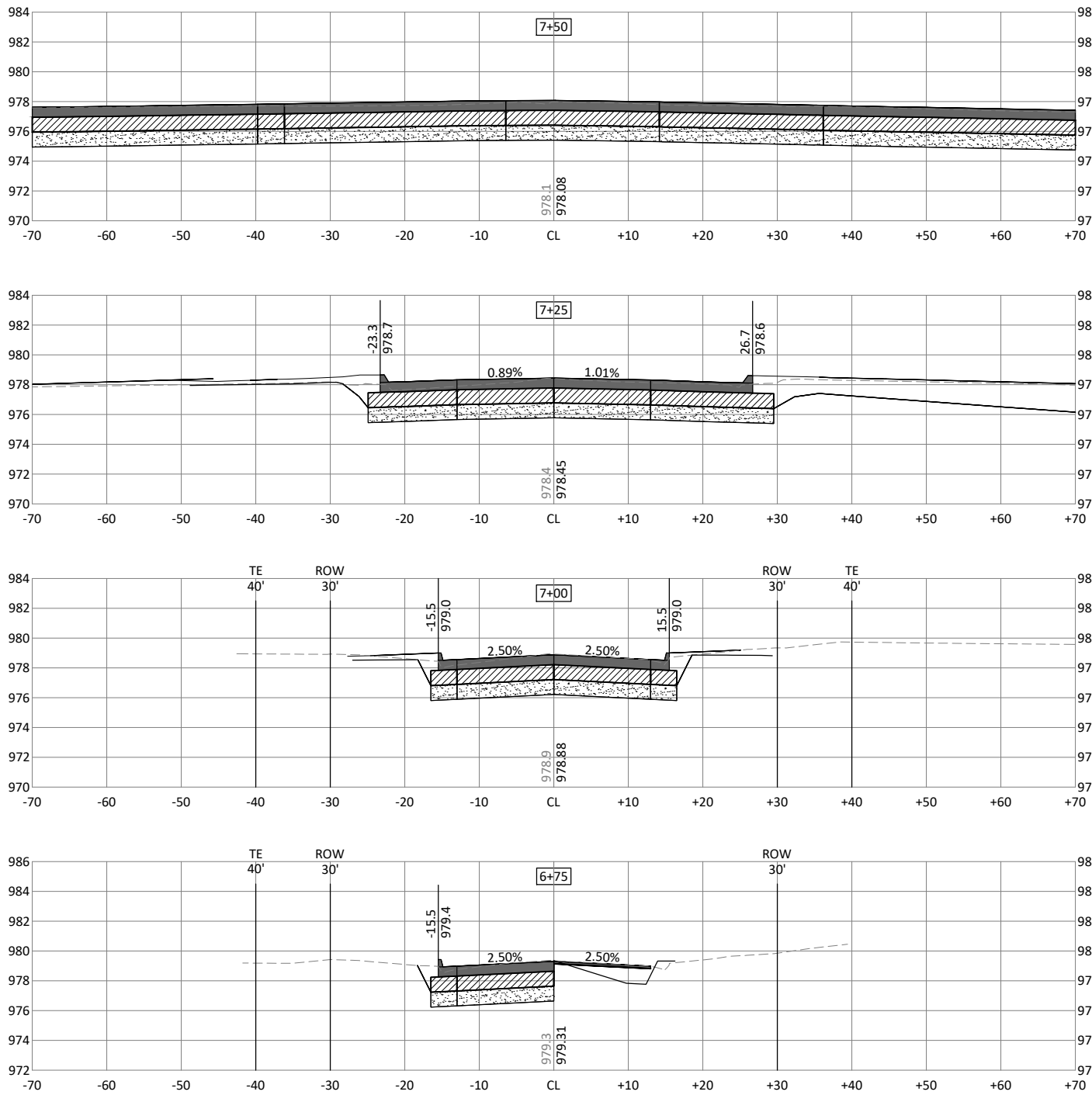
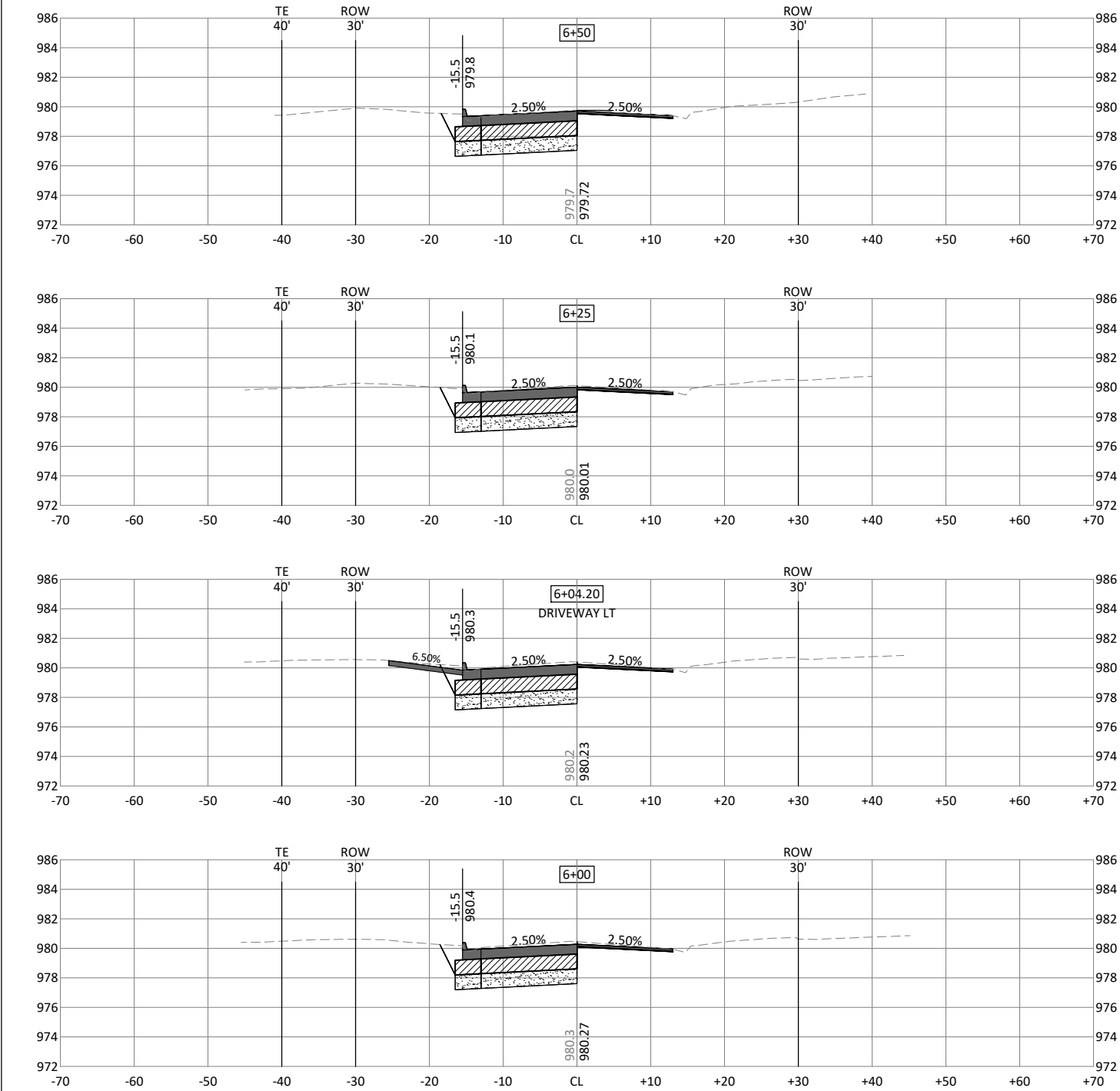


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SCALE

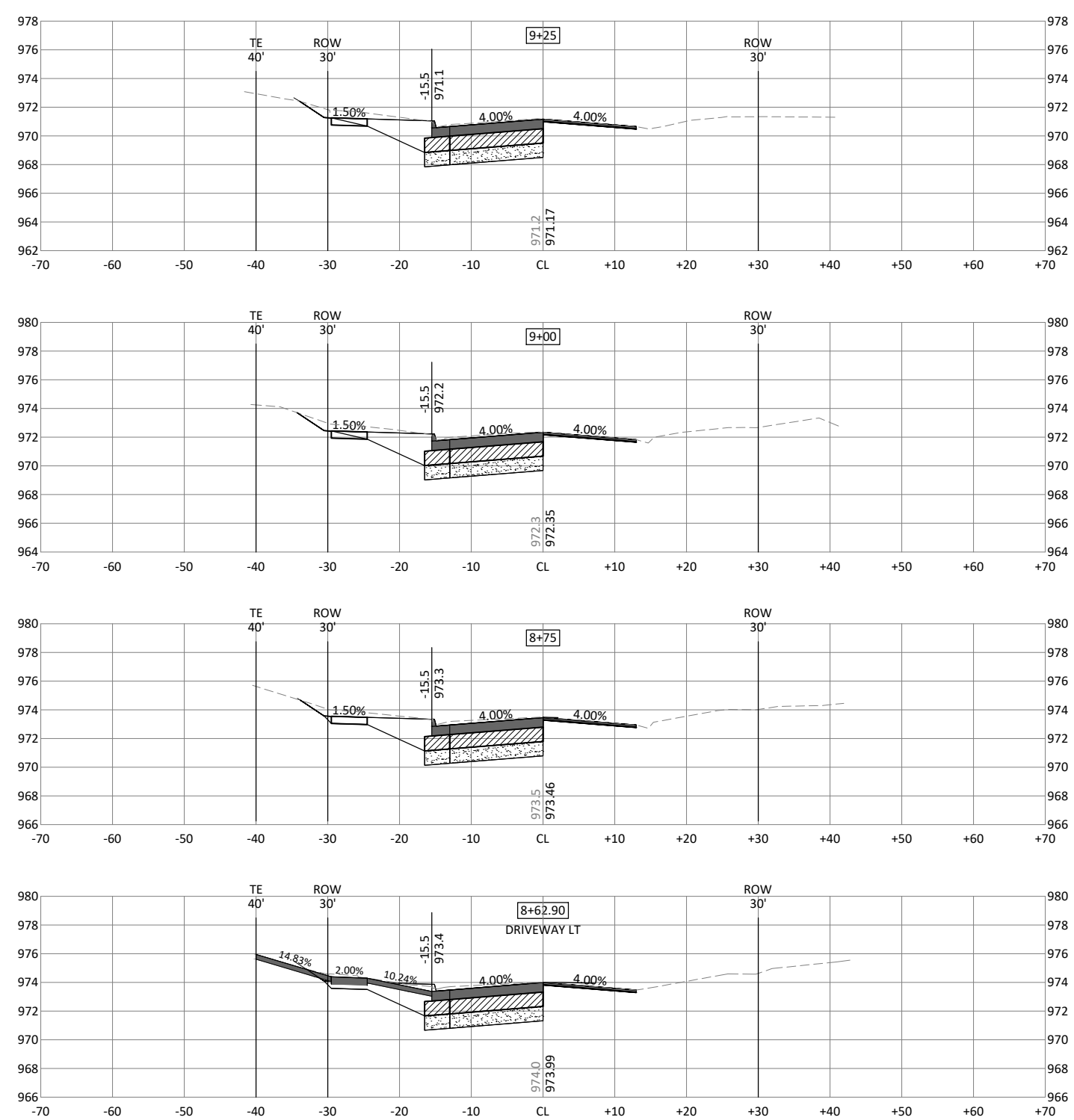
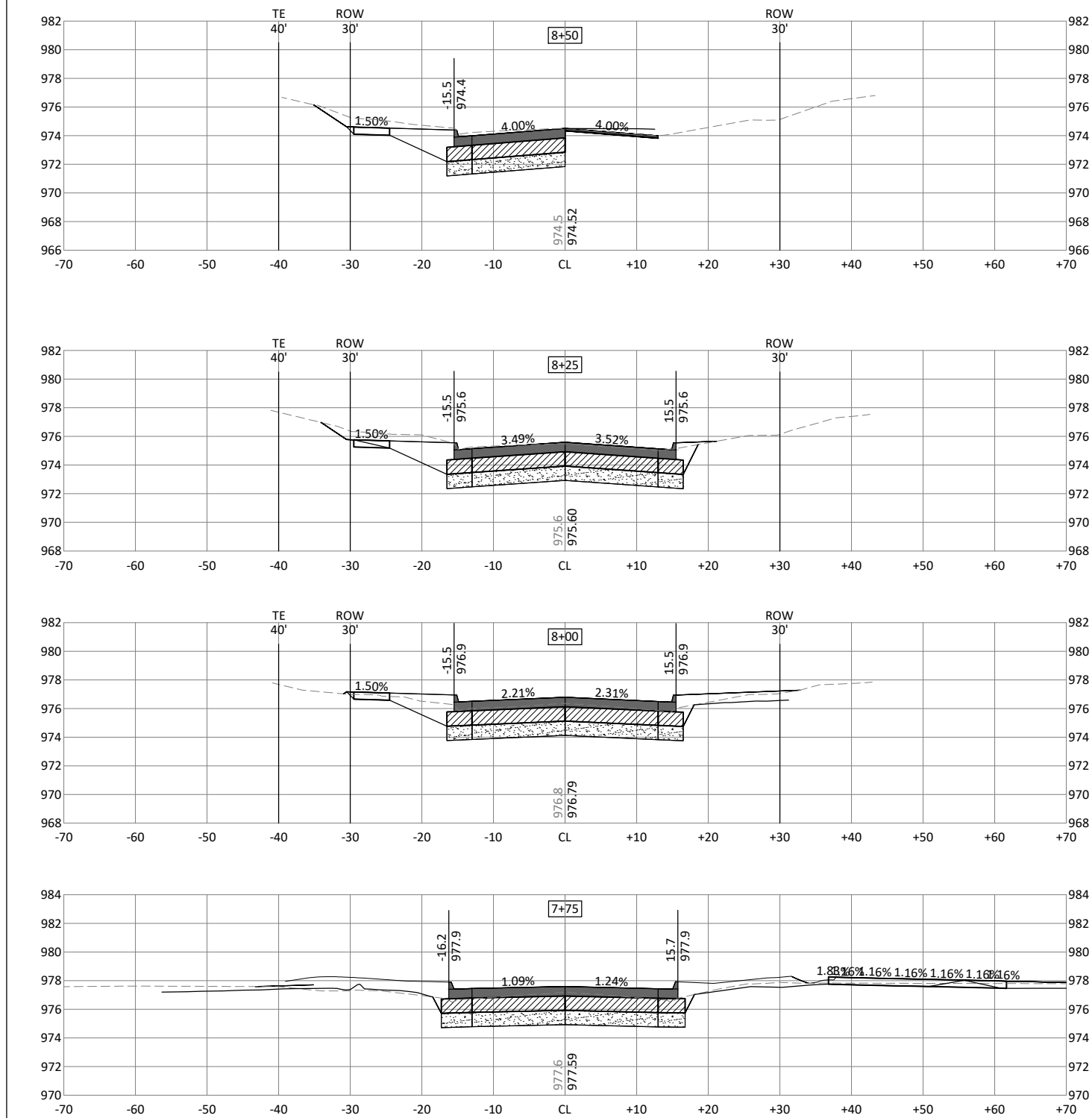
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SHEET

W.3



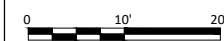
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MARSHALLTOWN
— I O W A —

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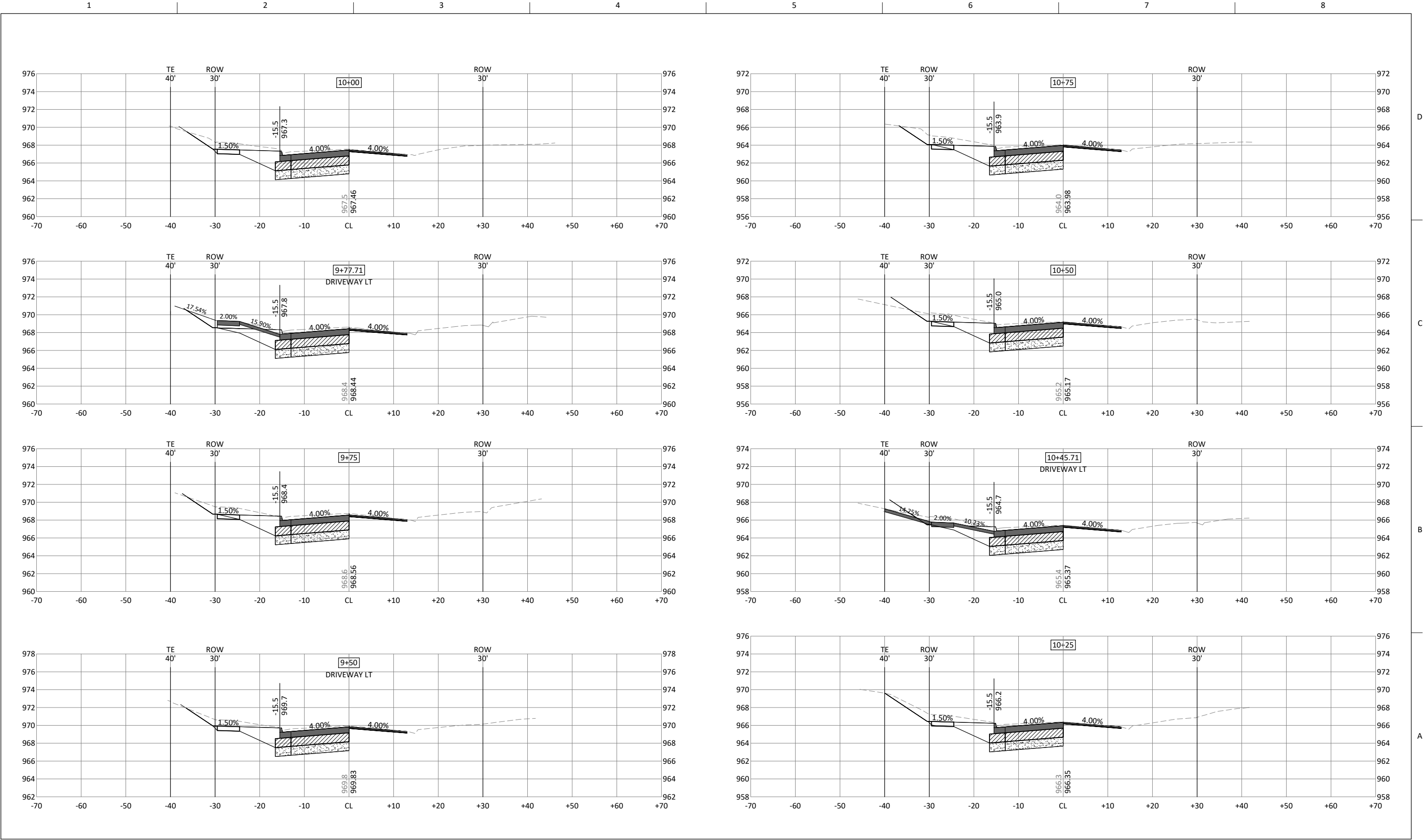
4TH STREET AND MEADOW LANE STORM SEWER ENHANCEMENTS



ROADWAY CROSS SECTIONS S 4TH STREET

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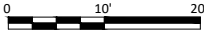
MARSHALLTOWN
IOWA



ISSUE	DATE	DESCRIPTION

4TH STREET AND MEADOW LANE
STORM SEWER ENHANCEMENTS

ROADWAY CROSS SECTIONS
S 4TH STREET



FILENAME 10076153_C_GRAD_N1.DWG
SCALE NA

SHEET
W.5

c:\pwworking\central01\1256654\10076153_C_GRAD_N1.dwg, 12/14/2020 5:32:32 PM, MRASMUSSEN

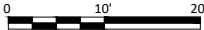
MARSHALLTOWN
IOWA



ISSUE	DATE	DESCRIPTION
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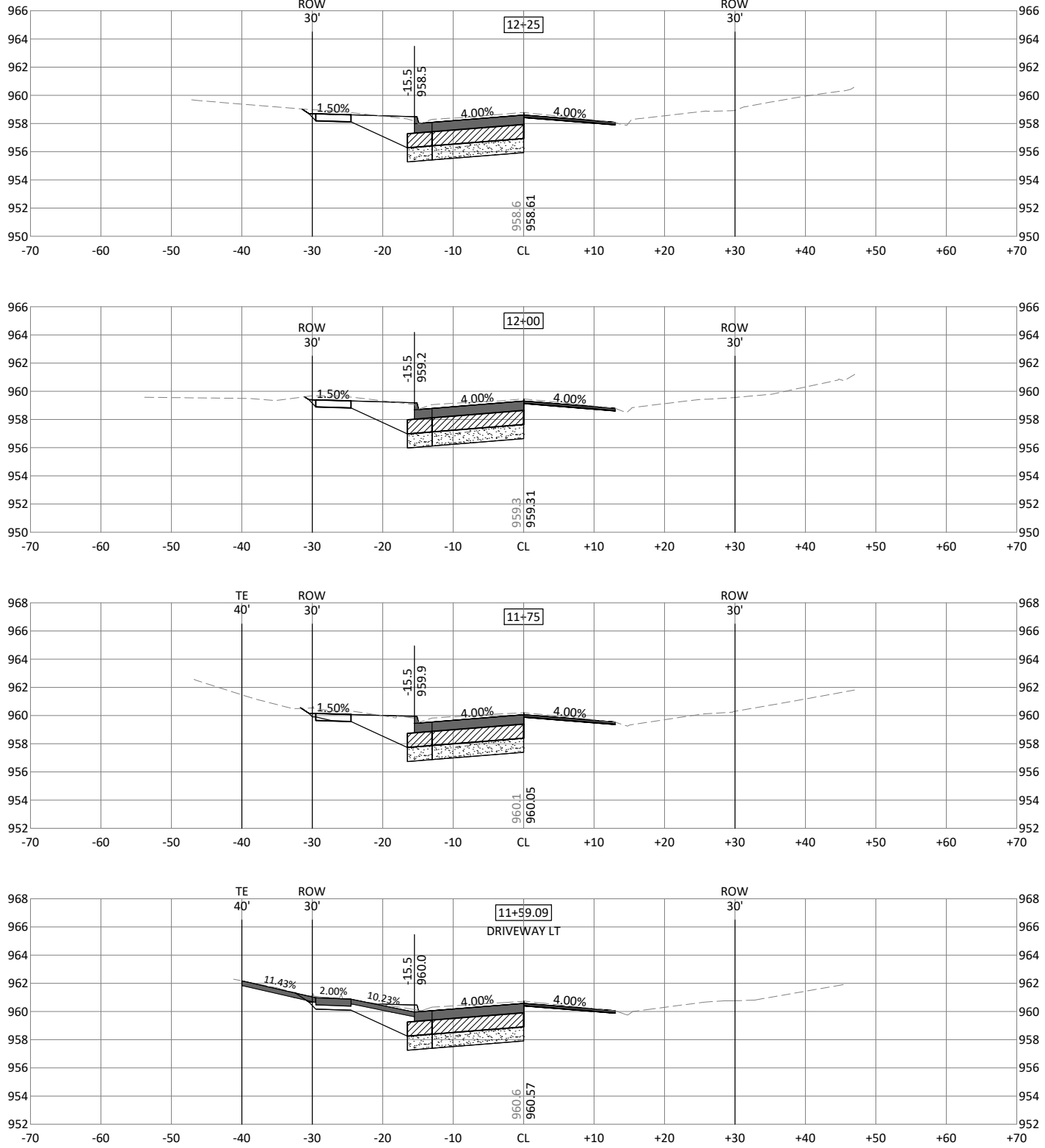
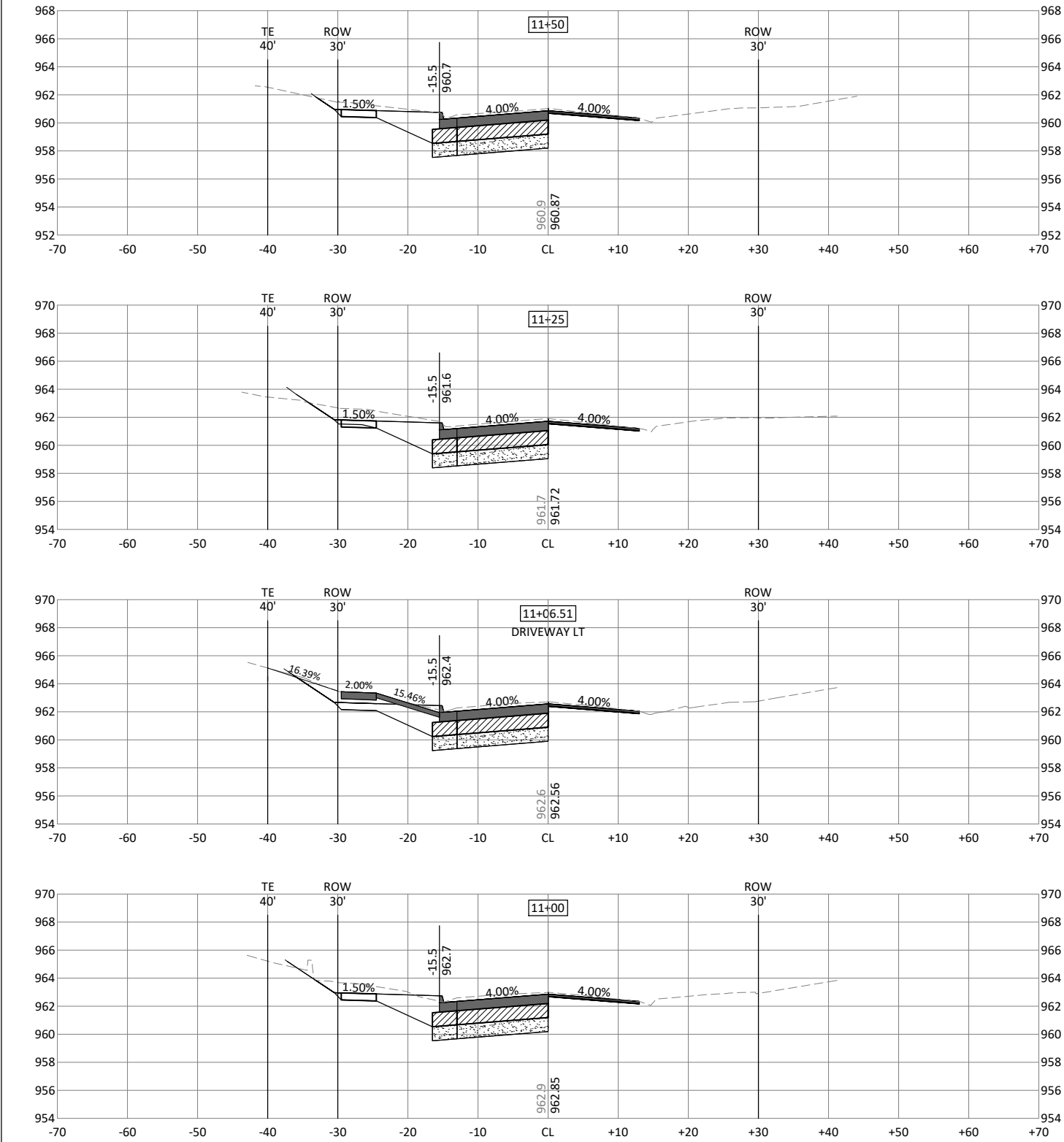
4TH STREET AND MEADOW LANE
STORM SEWER ENHANCEMENTS

S 4TH STREET
CRESTVIEW DR



FILENAME	10076153_C_GRAD_N1.DWG	SHEET
SCALE	NA	

W.6



c:\pwworking\central01\1255654\10076153_C_GRAD_N1.dwg, 12/14/2020 5:32:42 PM, MRASMUSSEN

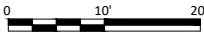
MARSHALLTOWN
IOWA



ISSUE	DATE	DESCRIPTION
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4TH STREET AND MEADOW LANE
STORM SEWER ENHANCEMENTS

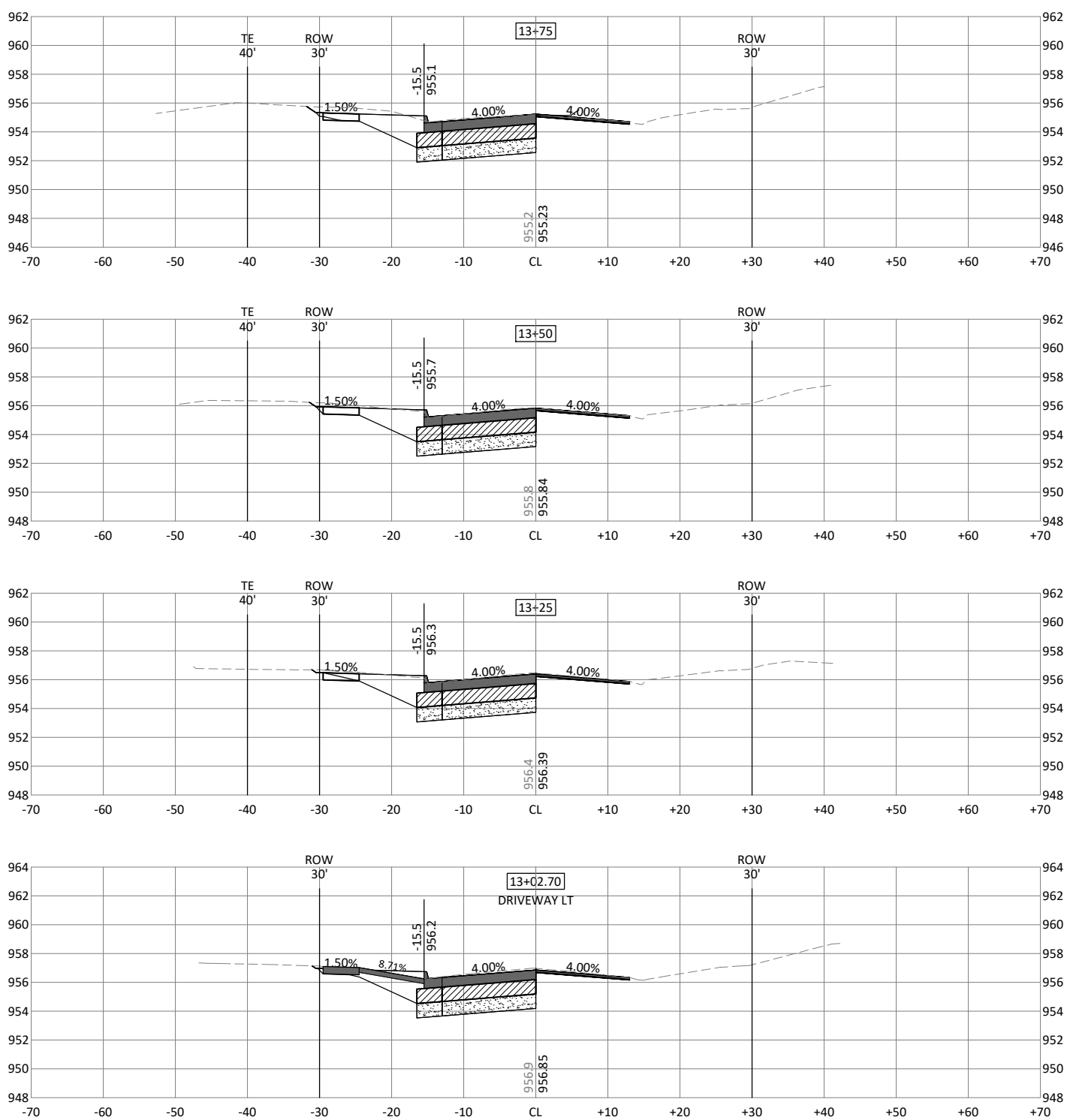
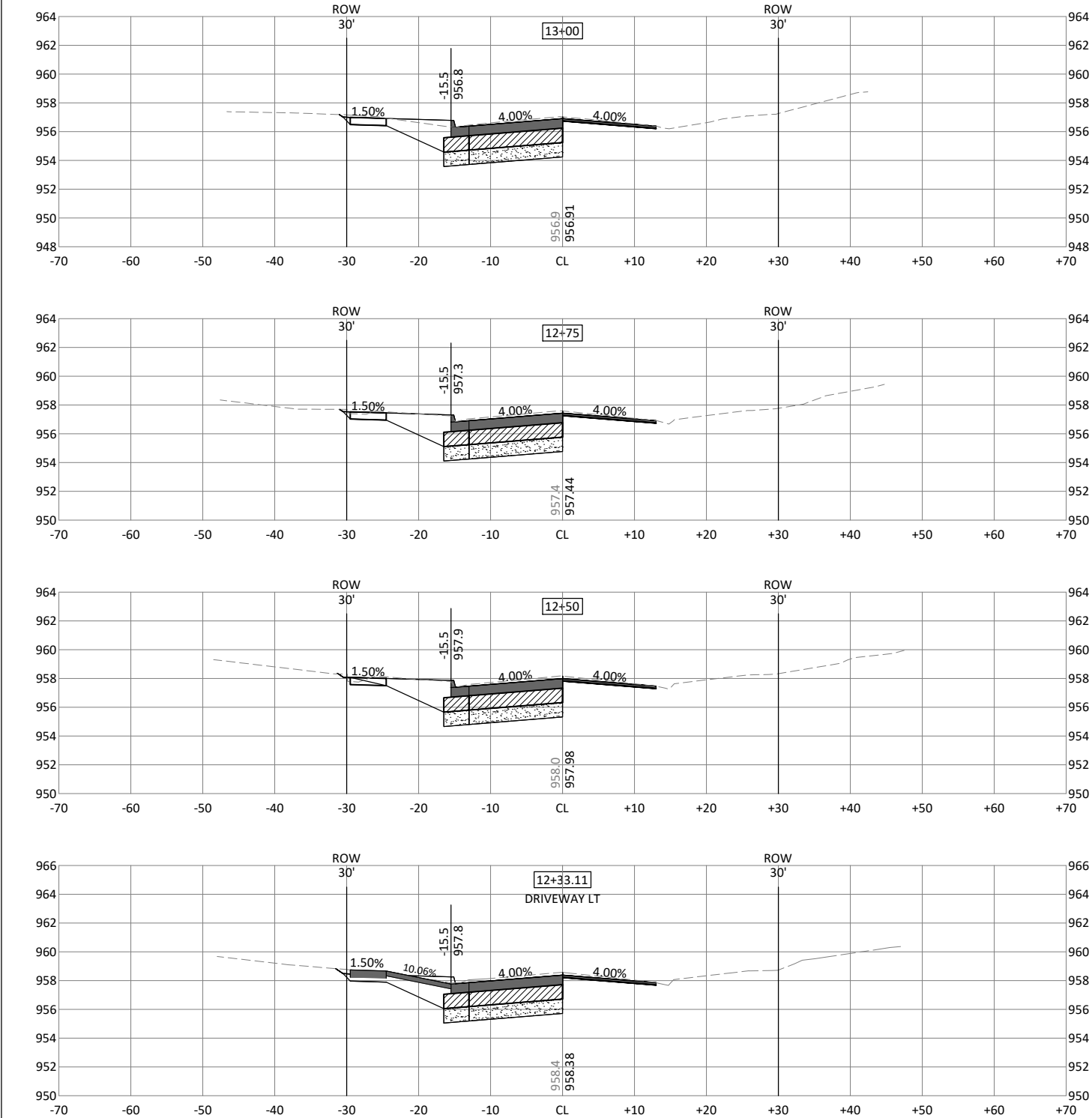
ROADWAY CROSS SECTIONS
S 4TH STREET



FILENAME	10076153_C_GRAD_N1.DWG
SCALE	NA

SHEET

W.7



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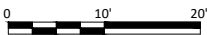
MARSHALLTOWN
IOWA



ISSUE	DATE	DESCRIPTION
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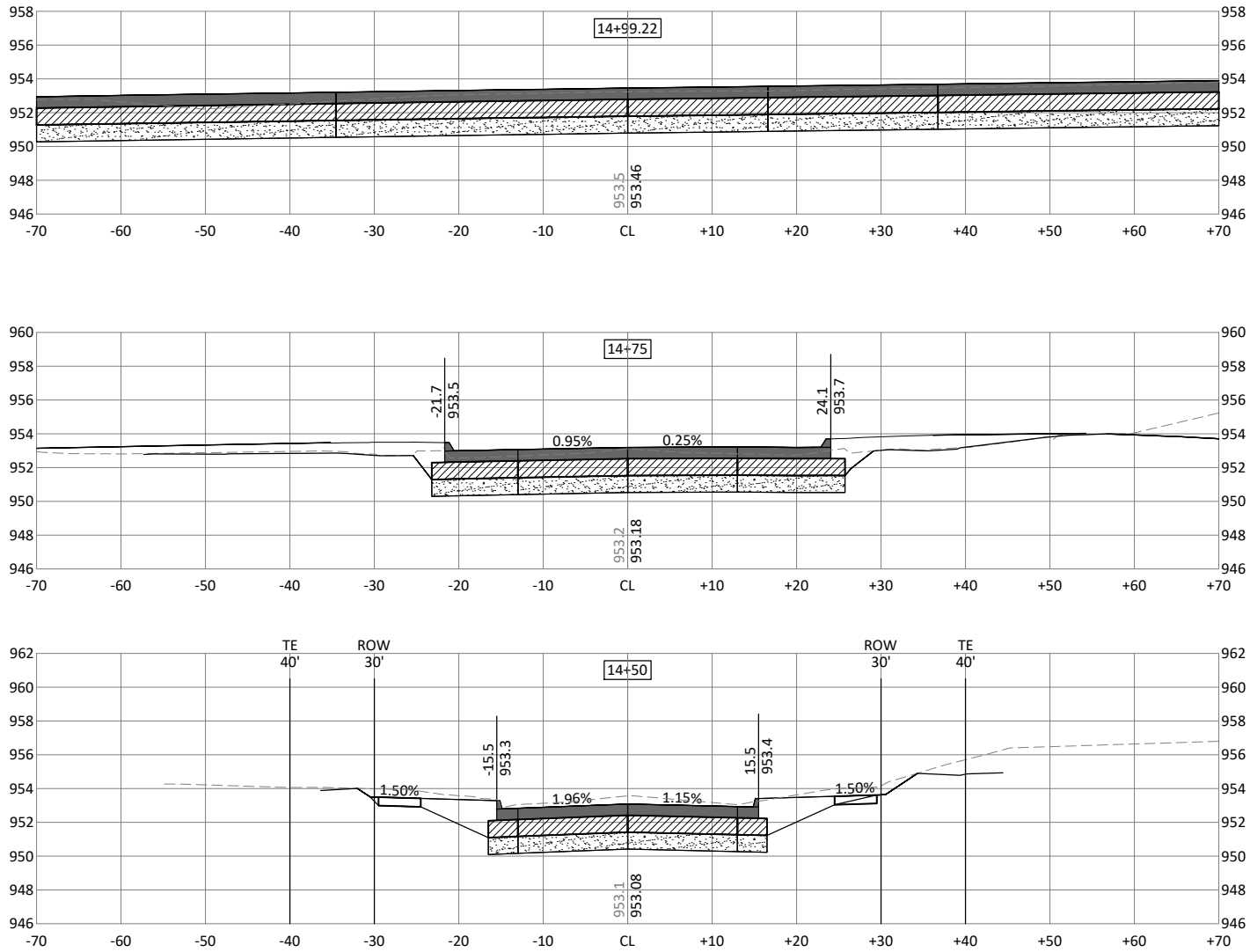
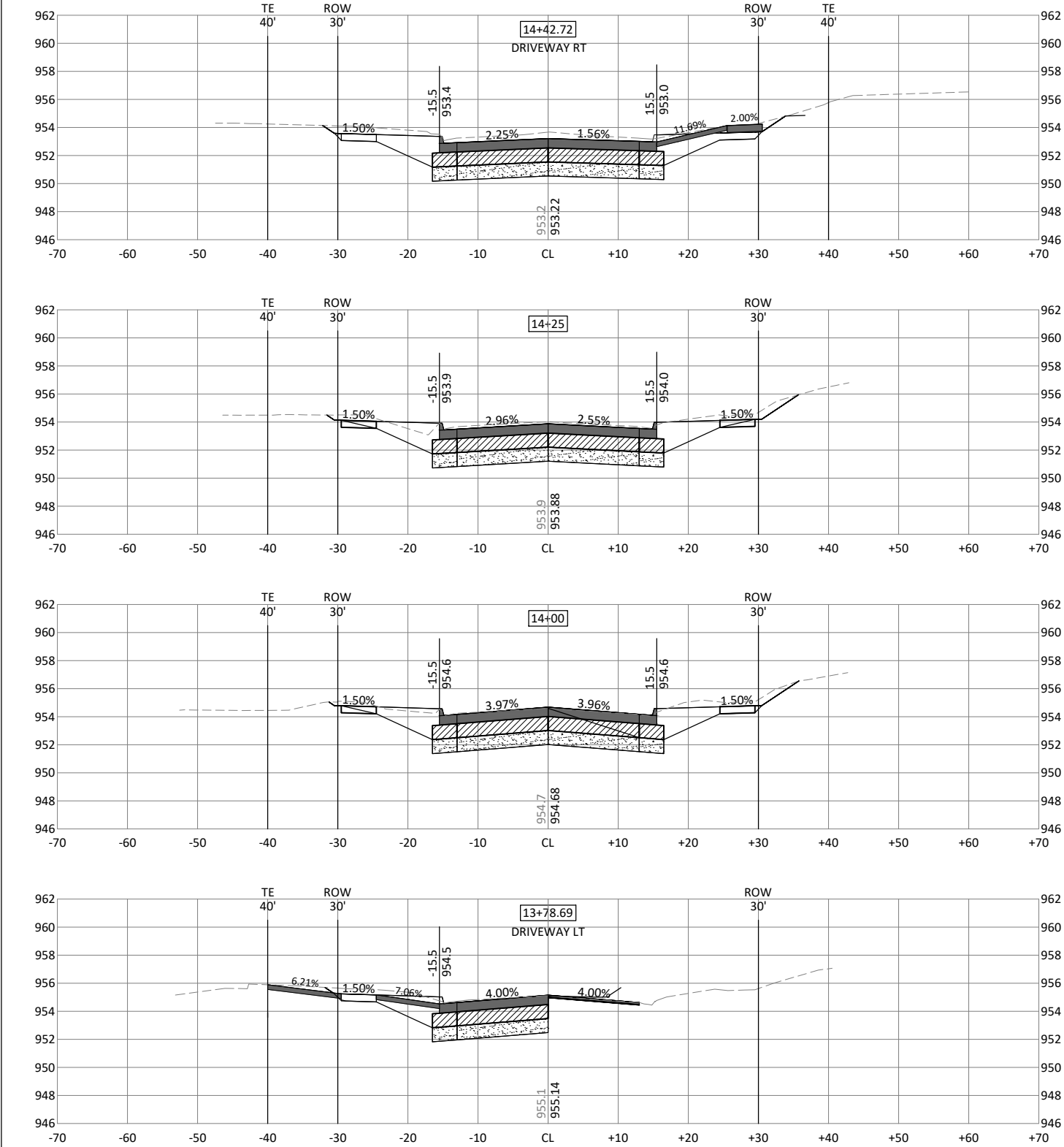
4TH STREET AND MEADOW LANE
STORM SEWER ENHANCEMENTS

ROADWAY CROSS SECTIONS
S 4TH STREET



FILENAME	10076153_C_GRAD_N1.DWG
SCALE	NA

SHEET
W.8



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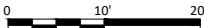
MARSHALLTOWN
IOWA



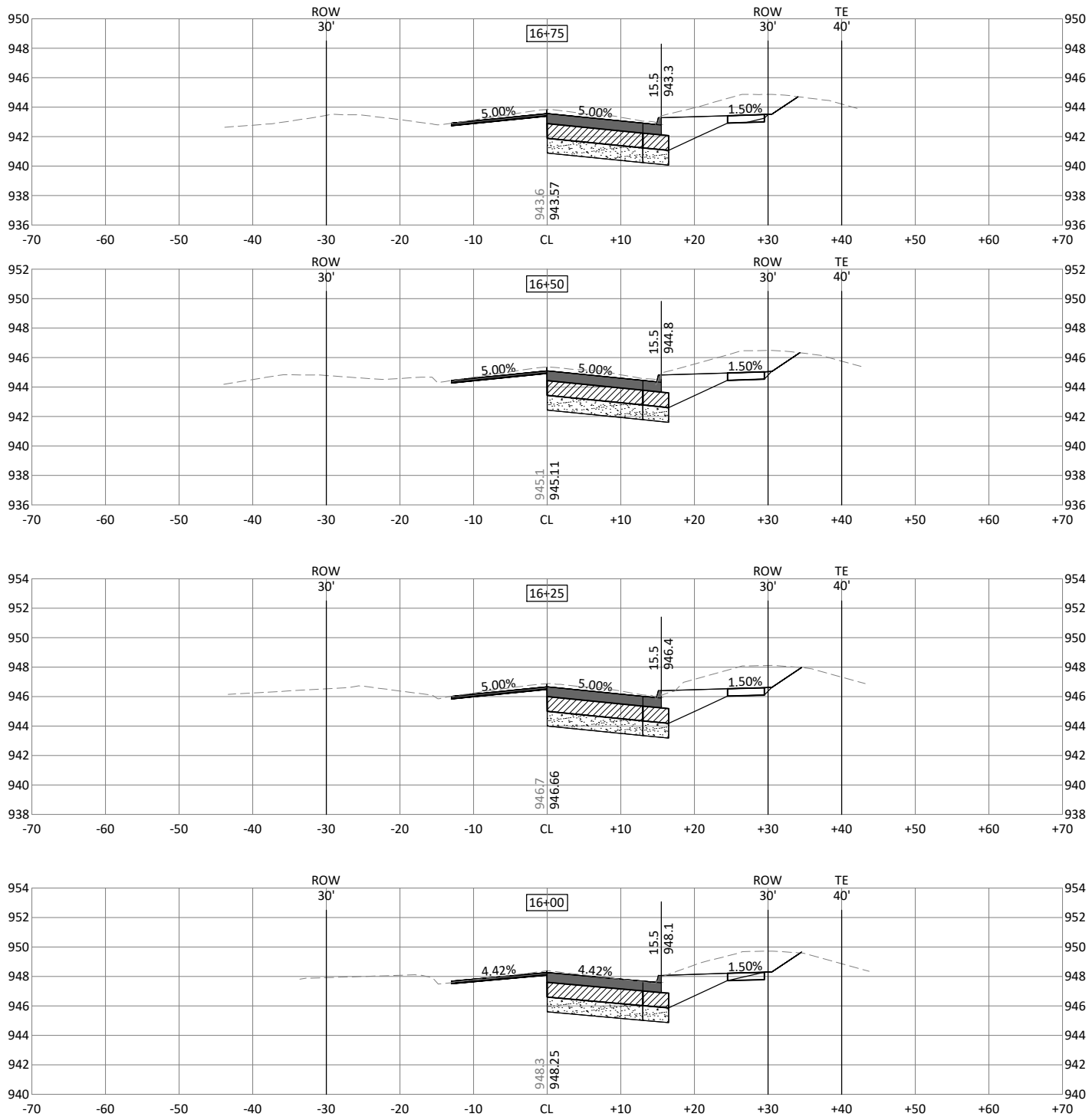
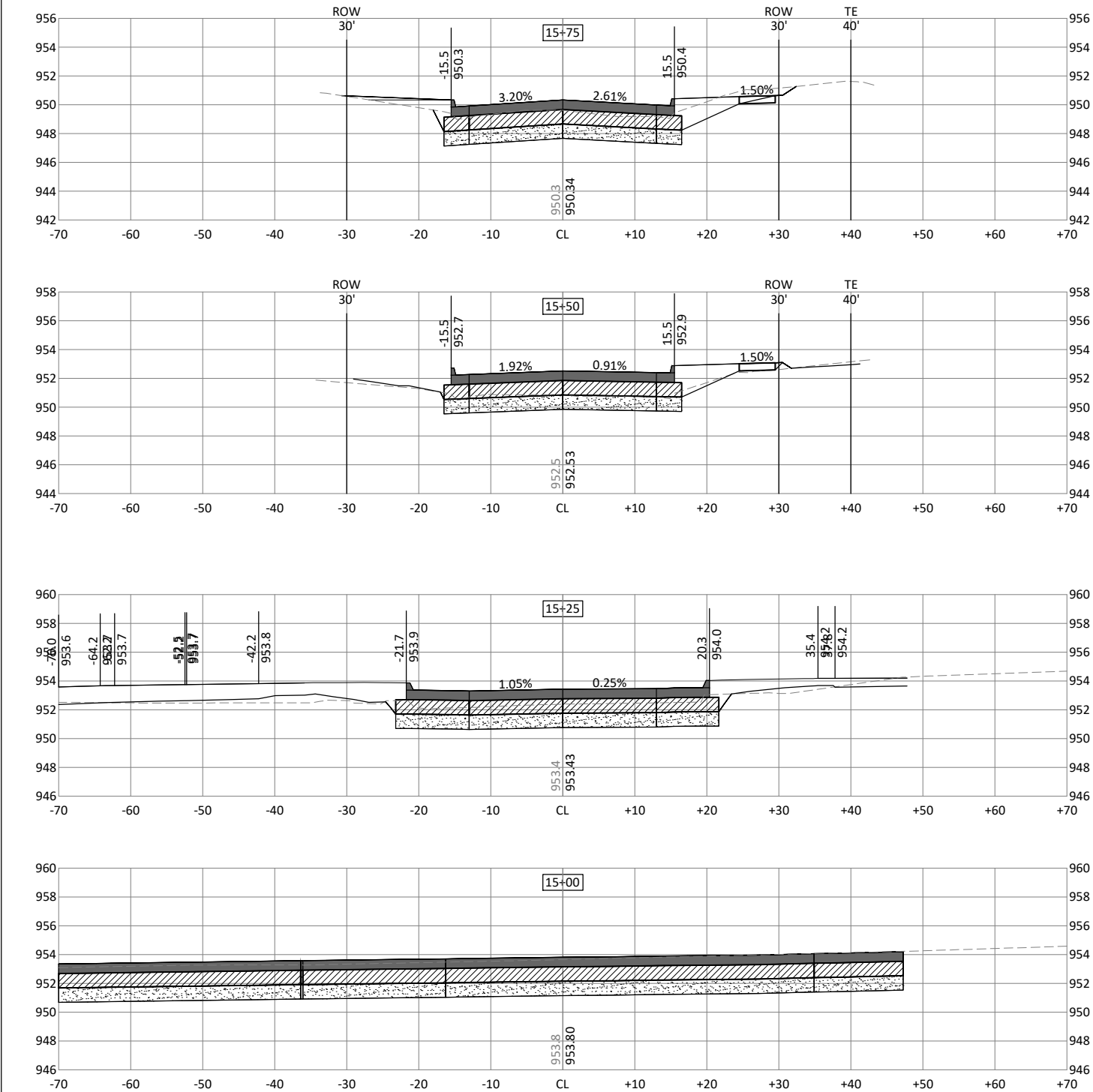
30%	06/24/2019	PRELIMINARY
ISSUE	DATE	DESCRIPTION

4TH STREET AND MEADOW LANE
STORM SEWER ENHANCEMENTS

ROADWAY CROSS SECTIONS
N 4TH STREET



FILENAME	10076153_C_GRAD_N1.DWG	SHEET
SCALE	NA	W.9



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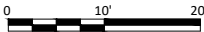
MARSHALLTOWN
IOWA



ISSUE	DATE	DESCRIPTION
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4TH STREET AND MEADOW LANE
STORM SEWER ENHANCEMENTS

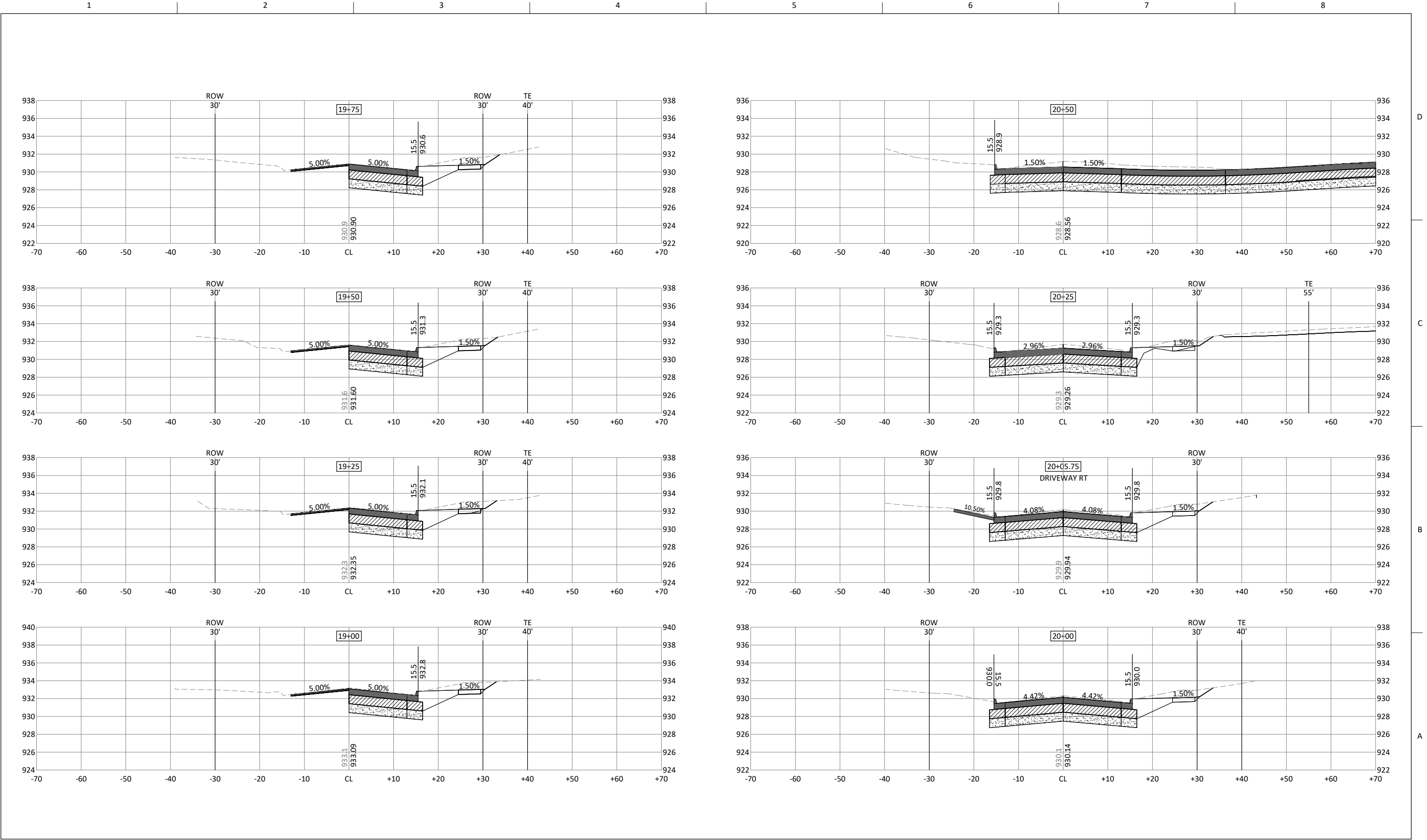
ROADWAY CROSS SECTIONS
N 4TH STREET



FILENAME	10076153_C_GRAD_N1.DWG
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SHEET
W.10

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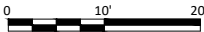
MARSHALLTOWN
IOWA



ISSUE	DATE	DESCRIPTION

4TH STREET AND MEADOW LANE
STORM SEWER ENHANCEMENTS

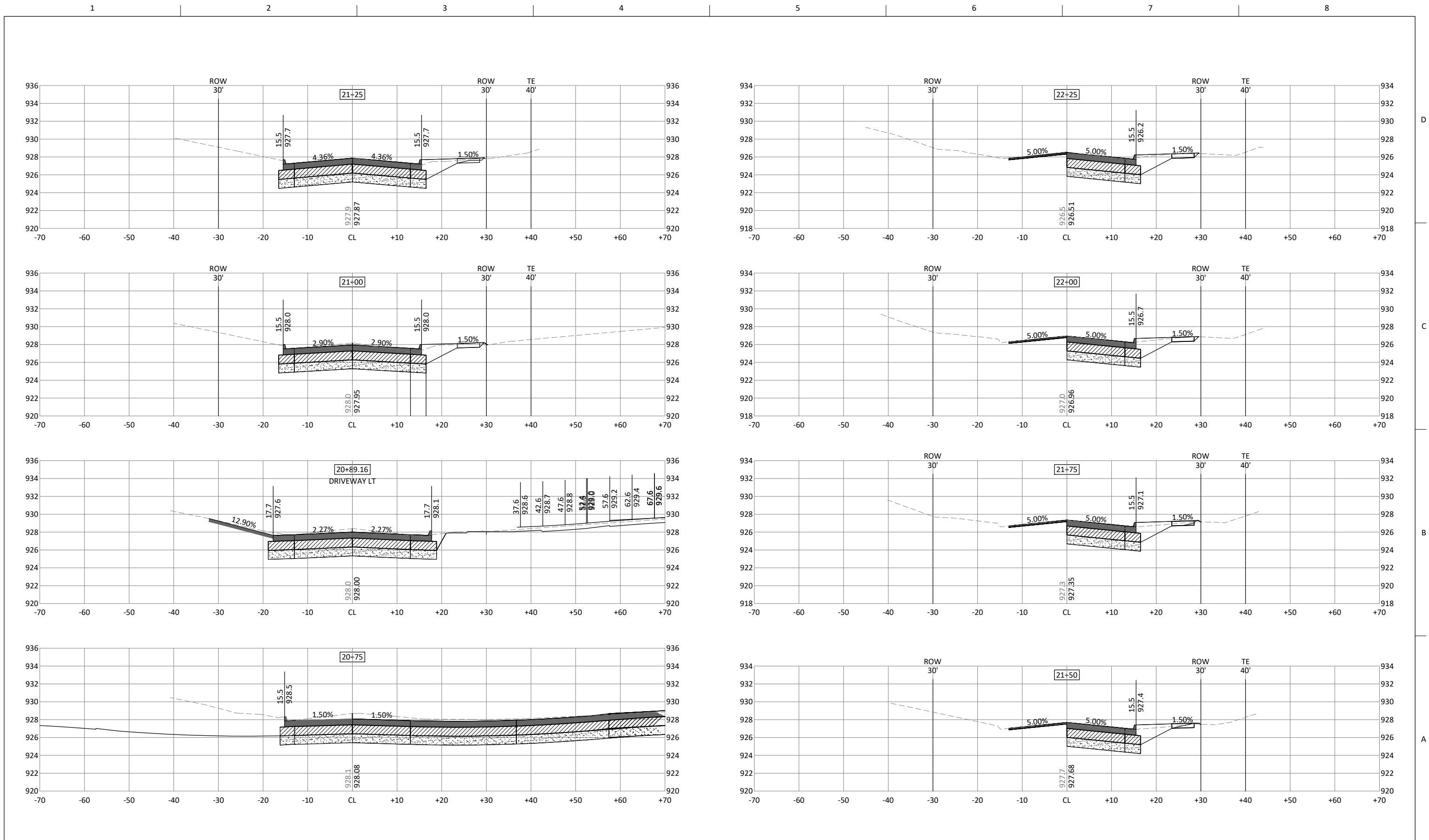
ROADWAY CROSS SECTIONS
N 4TH STREET



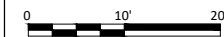
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SHEET
W.11

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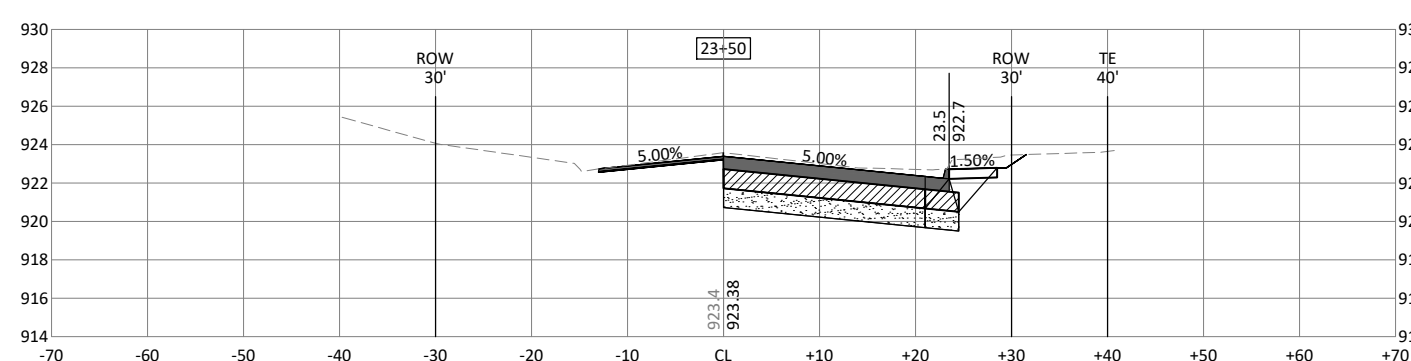
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4TH STREET AND MEADOW LANE STORM SEWER ENHANCEMENTS



ROADWAY CROSS SECTIONS N 4TH STREET

FILENAME	10076153_C_GRAD_N1.DWG	SHEET
SCALE	NA	V



W.13

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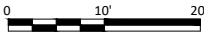
MARSHALLTOWN
IOWA



ISSUE	DATE	DESCRIPTION
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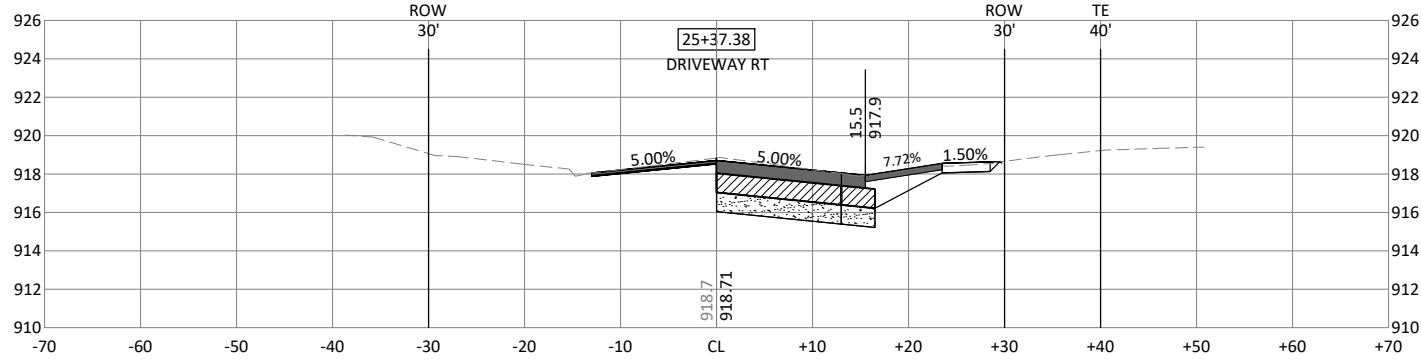
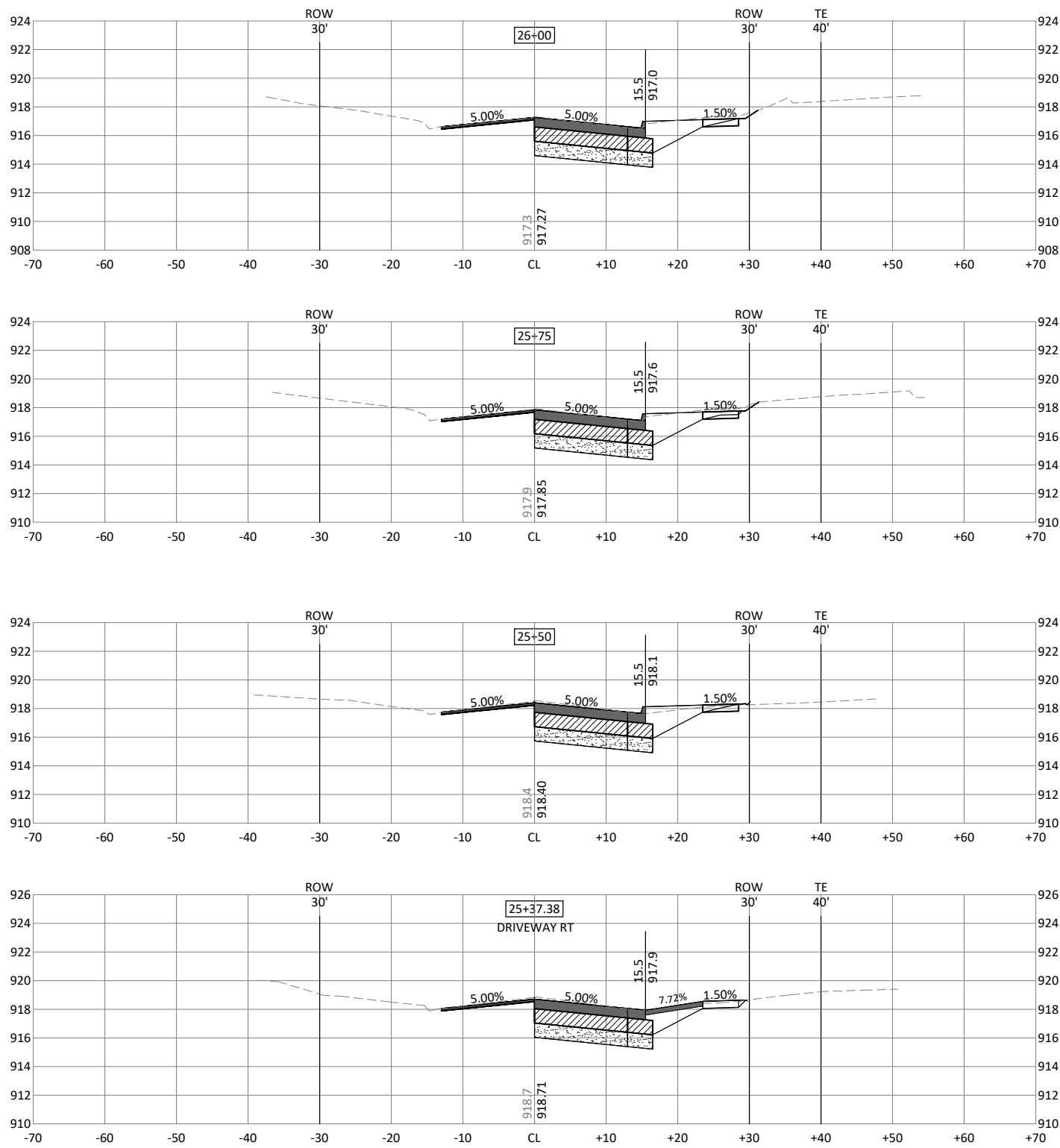
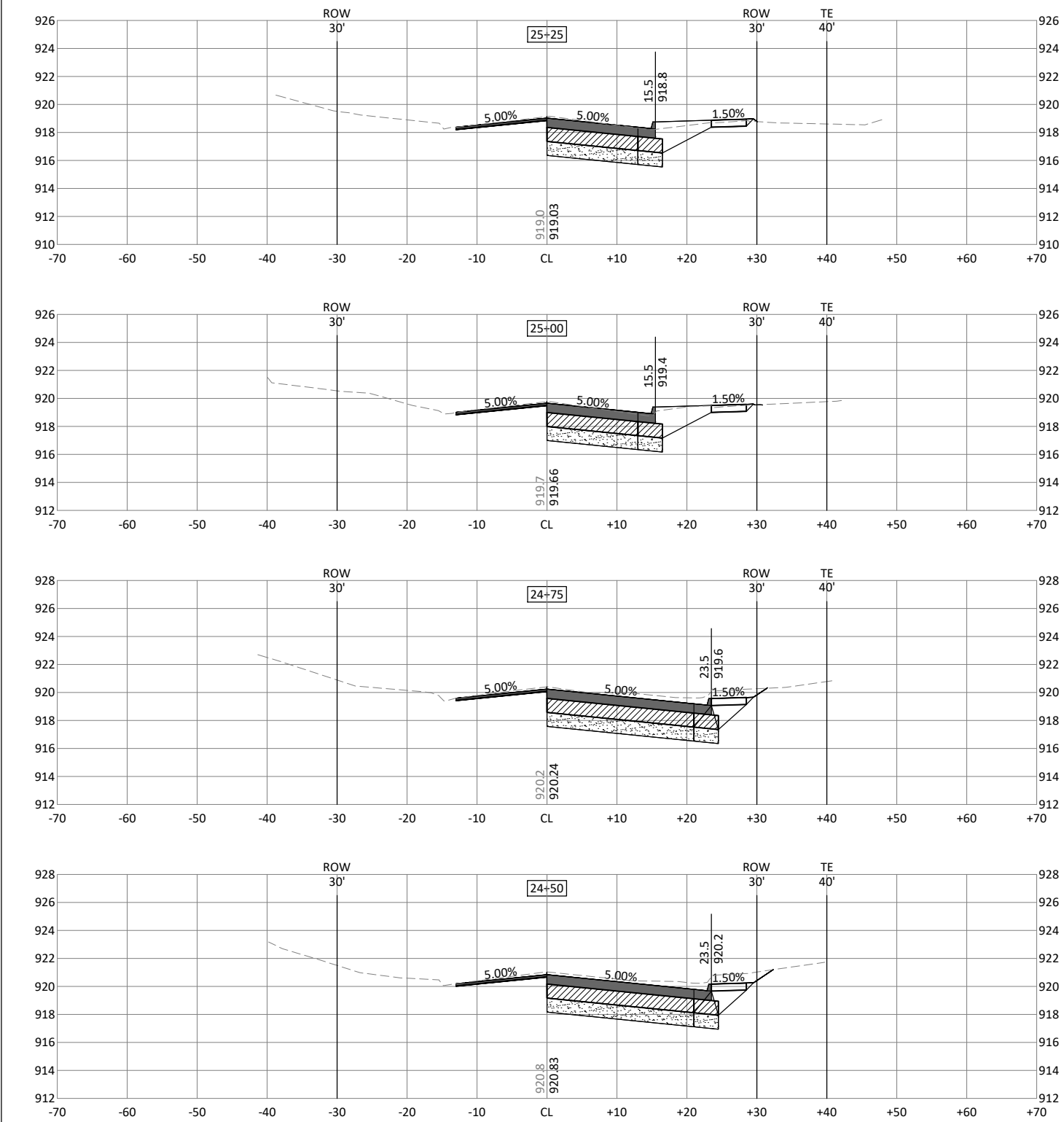
4TH STREET AND MEADOW LANE
STORM SEWER ENHANCEMENTS

ROADWAY CROSS SECTIONS
N 4TH STREET



FILENAME	10076153_C_GRAD_N1.DWG
SCALE	NA

SHEET
W.14



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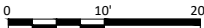
MARSHALLTOWN
IOWA



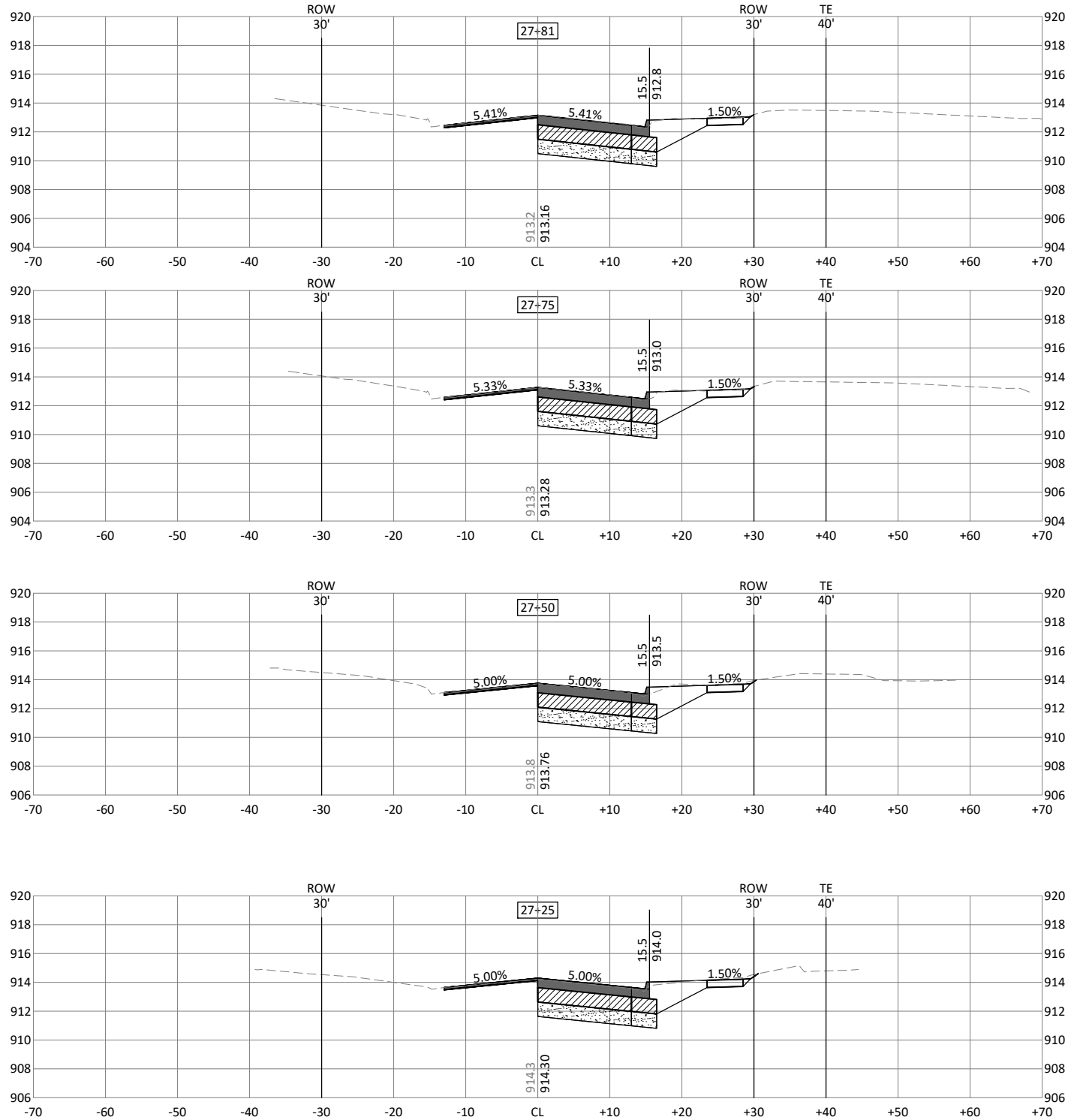
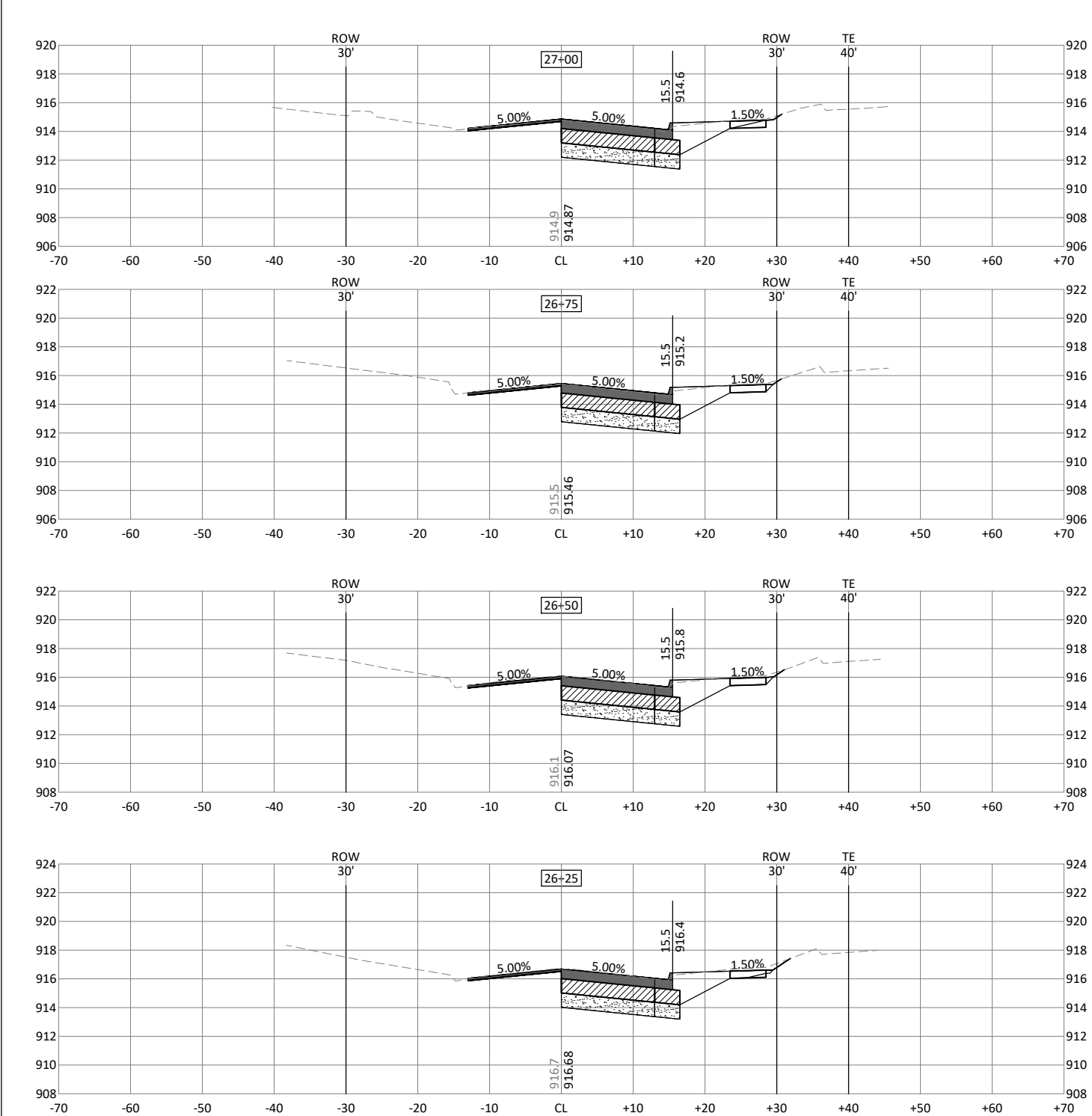
ISSUE	DATE	DESCRIPTION
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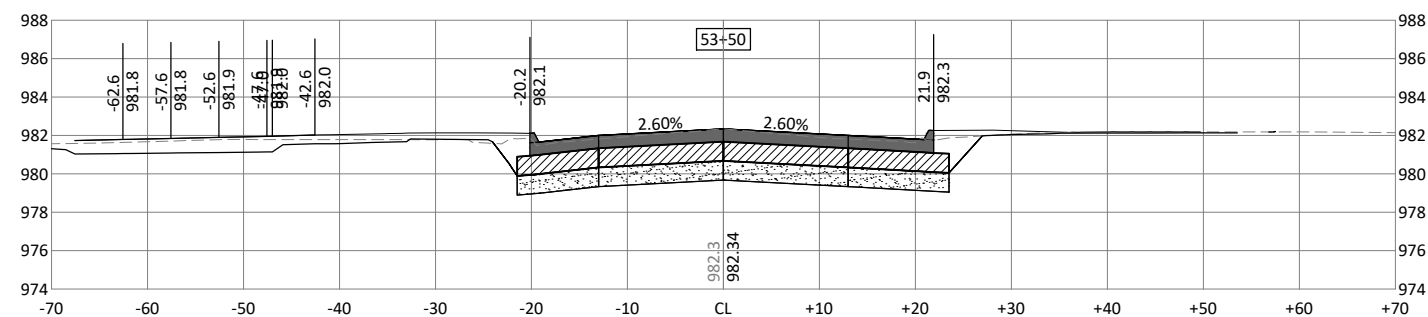
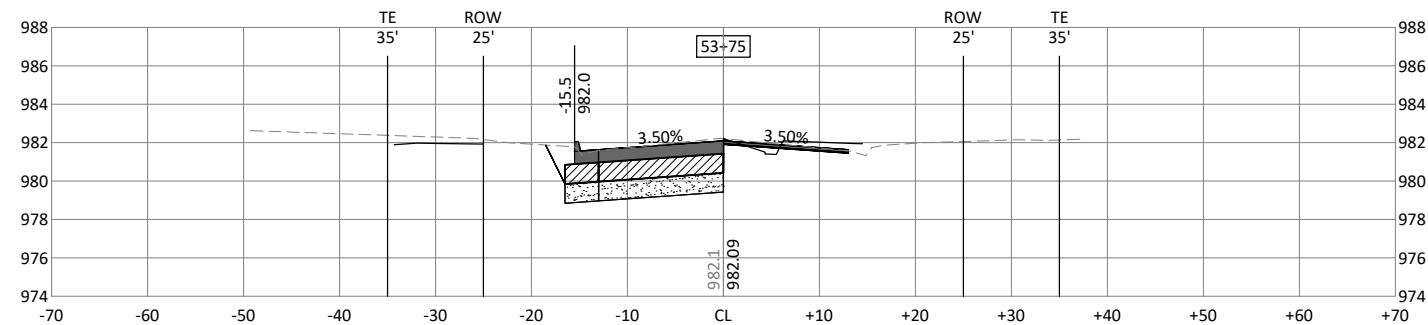
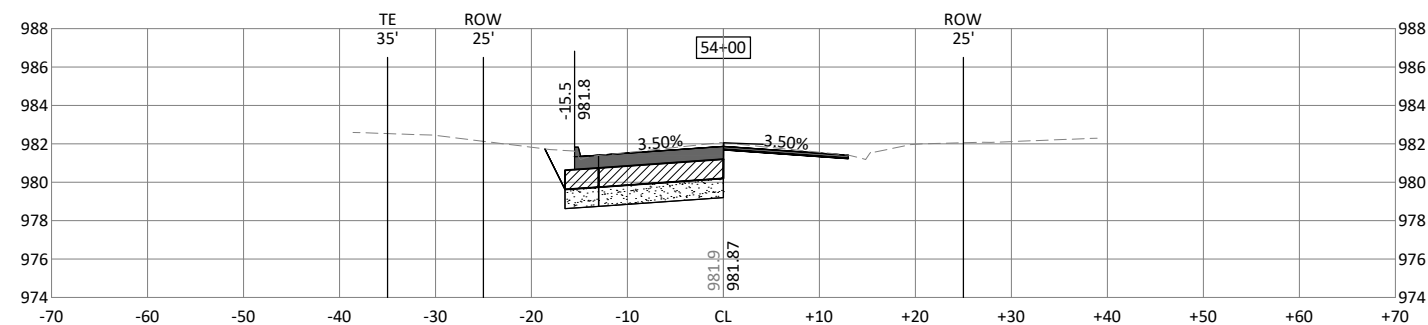
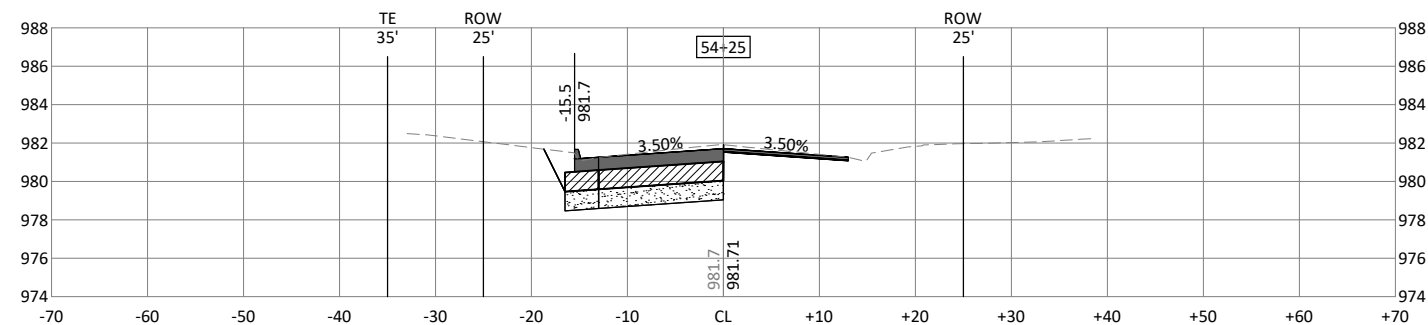
4TH STREET AND MEADOW LANE
STORM SEWER ENHANCEMENTS

ROADWAY CROSS SECTIONS
N 4TH STREET



FILENAME	10076153_C_GRAD_N1.DWG	SHEET
SCALE	NA	W.15





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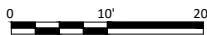
MARSHALLTOWN
IOWA



3		
ISSUE	DATE	DESCRIPTION

4TH STREET AND MEADOW LANE
STORM SEWER ENHANCEMENTS

ROADWAY CROSS SECTIONS
MEADOW LANE



FILENAME | 10076153_C_GRAD_N1.DWG | SHEET
SCALE | NA |

X.17

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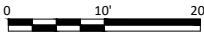
MARSHALLTOWN
IOWA



ISSUE	DATE	DESCRIPTION
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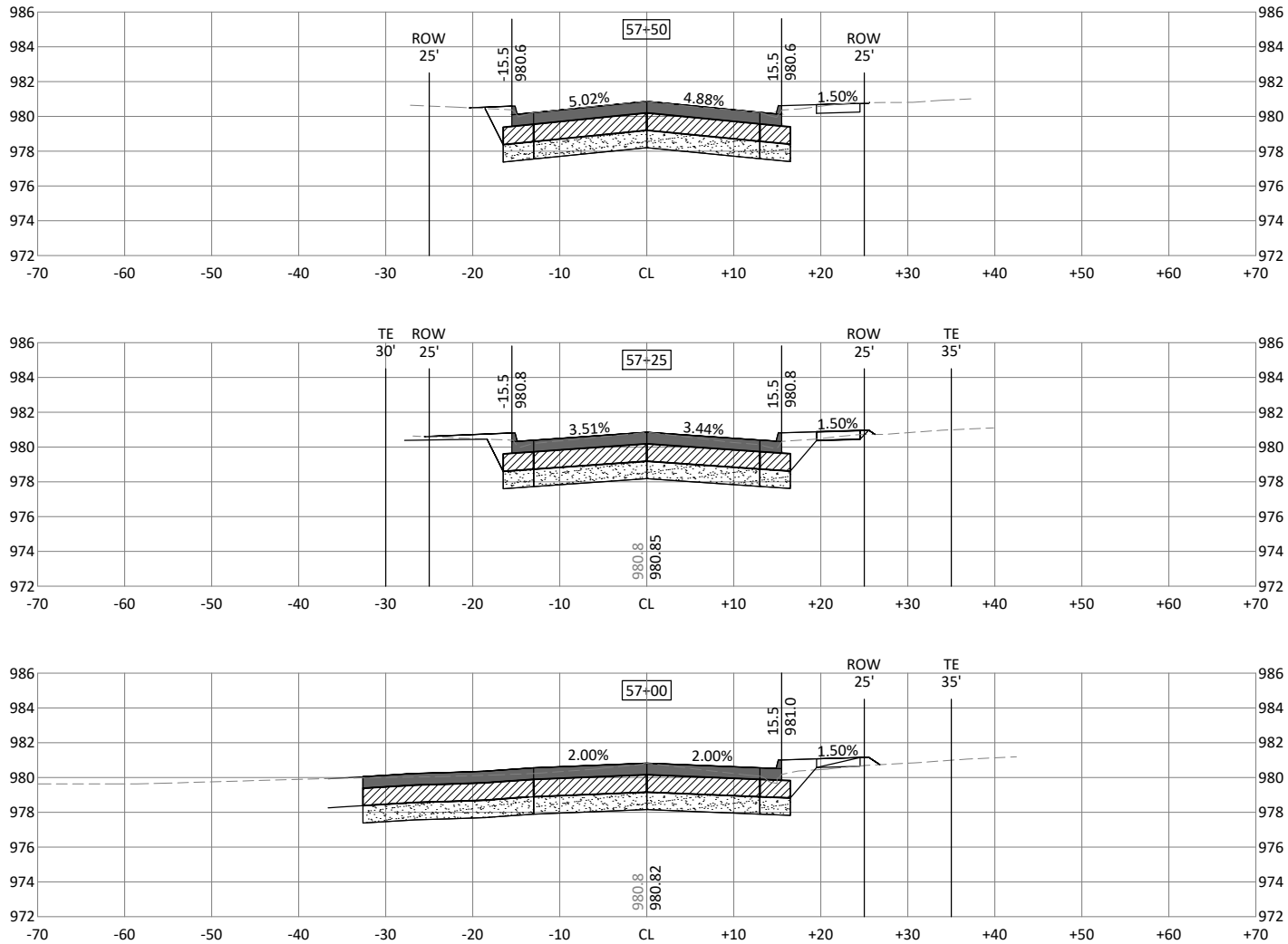
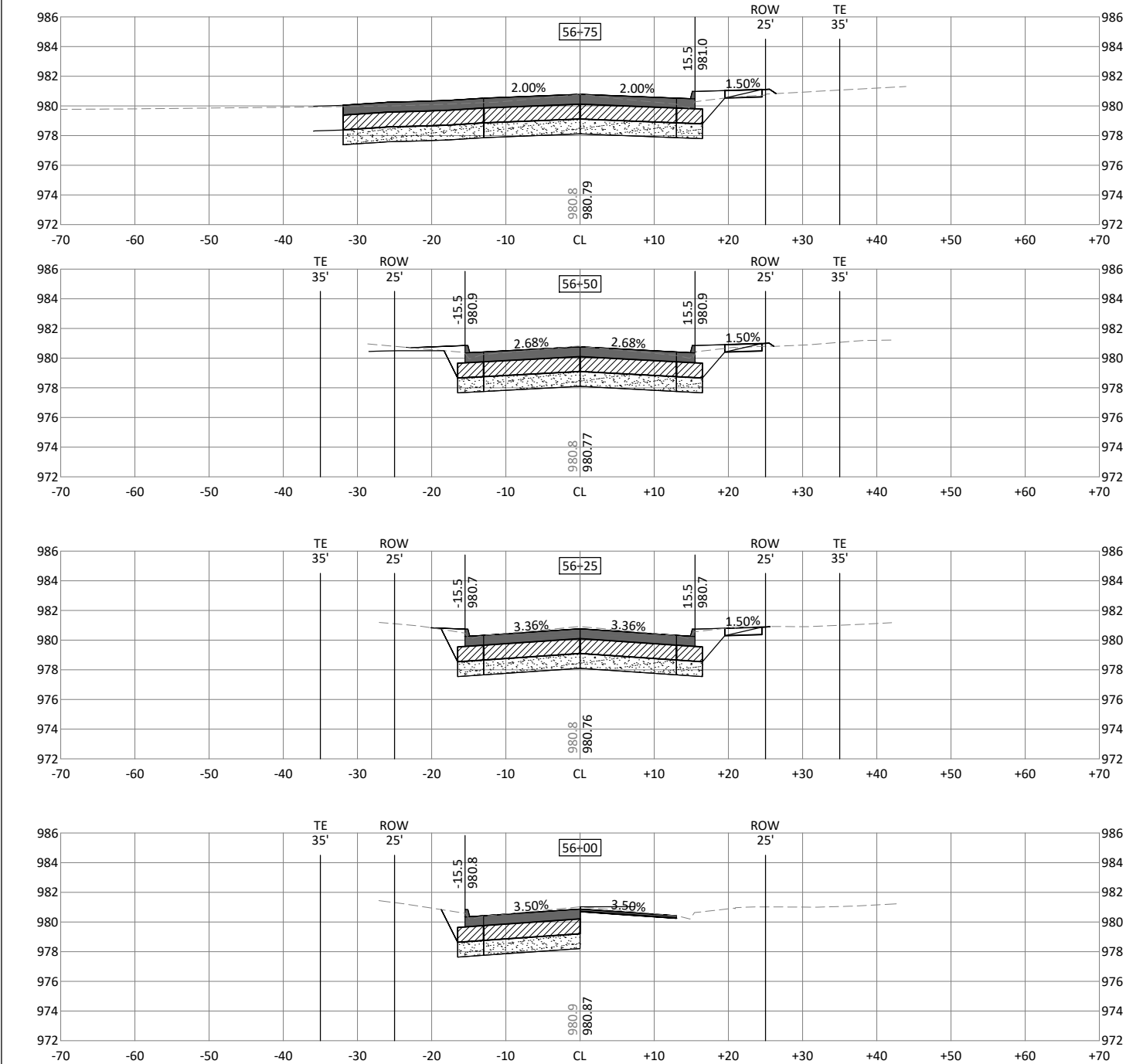
4TH STREET AND MEADOW LANE
STORM SEWER ENHANCEMENTS

ROADWAY CROSS SECTIONS
MEADOW LANE

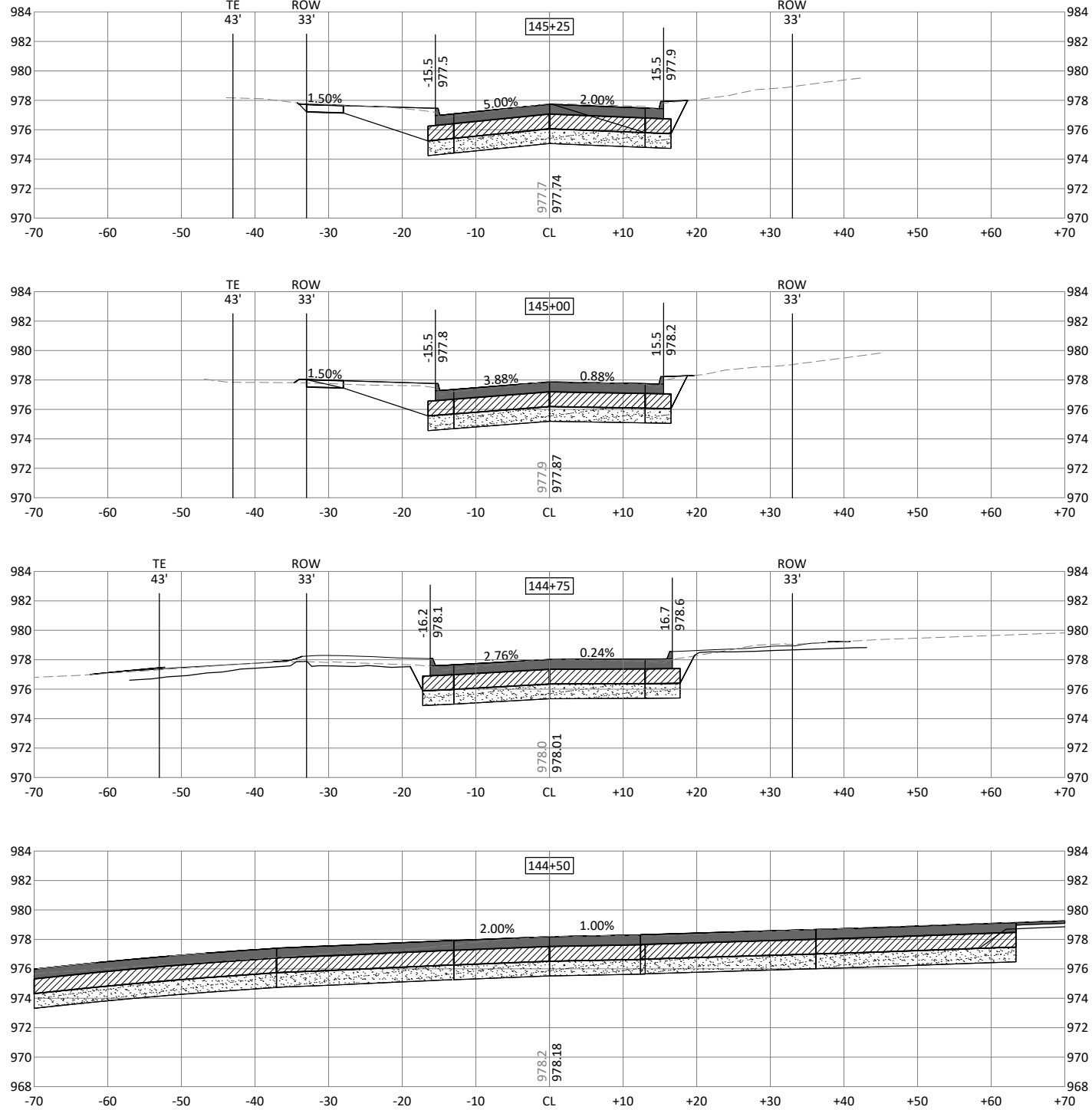
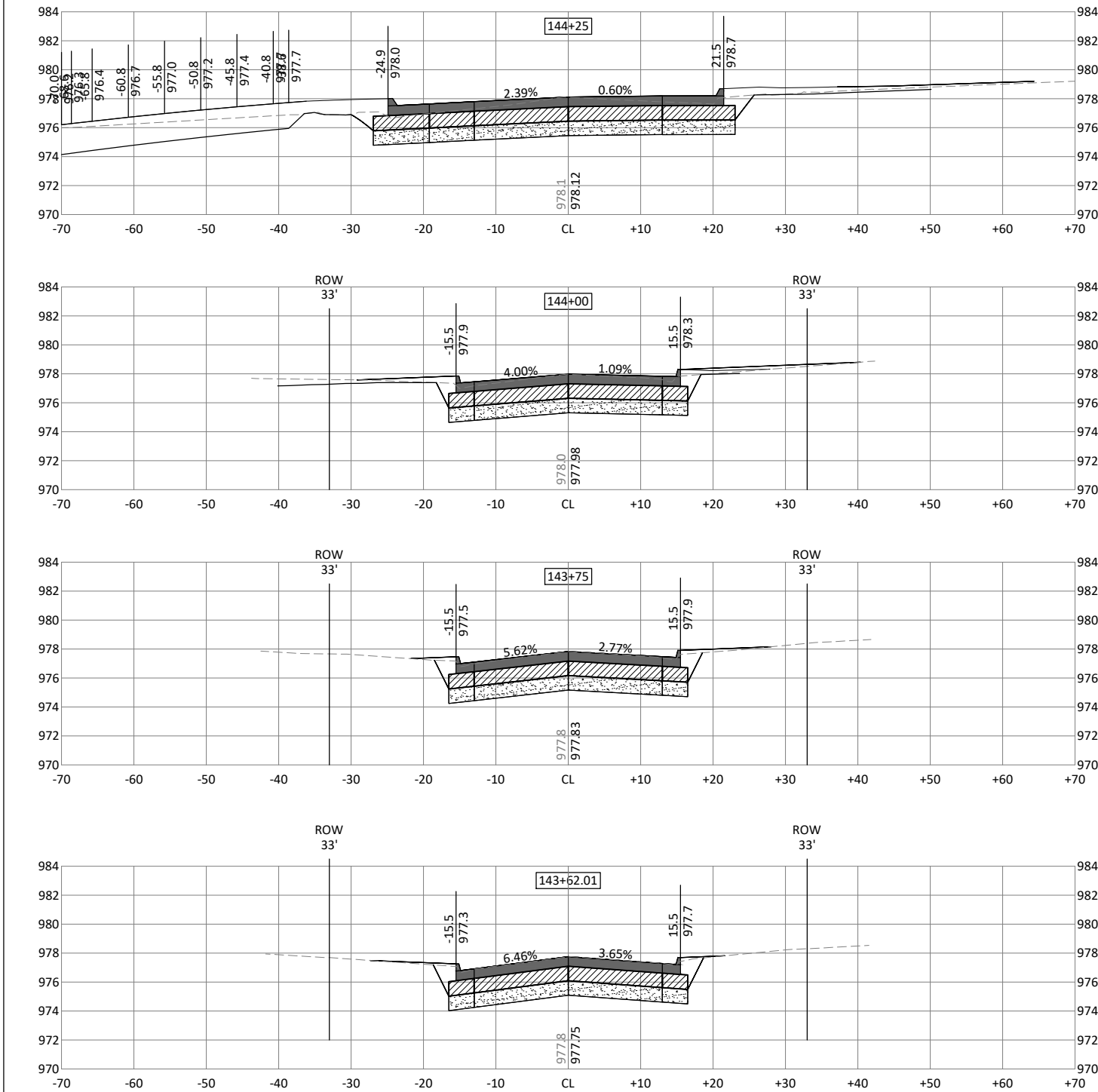


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SHEET
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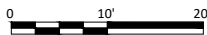
MARSHALLTOWN
IOWA



ISSUE	DATE	DESCRIPTION

4TH STREET AND MEADOW LANE
STORM SEWER ENHANCEMENTS

ROADWAY CROSS SECTIONS
EDGELAND DRIVE



FILENAME | 10076153_C_GRAD_N1.DWG
SCALE | NA

SHEET
X.19

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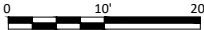
MARSHALLTOWN
IOWA



ISSUE	DATE	DESCRIPTION
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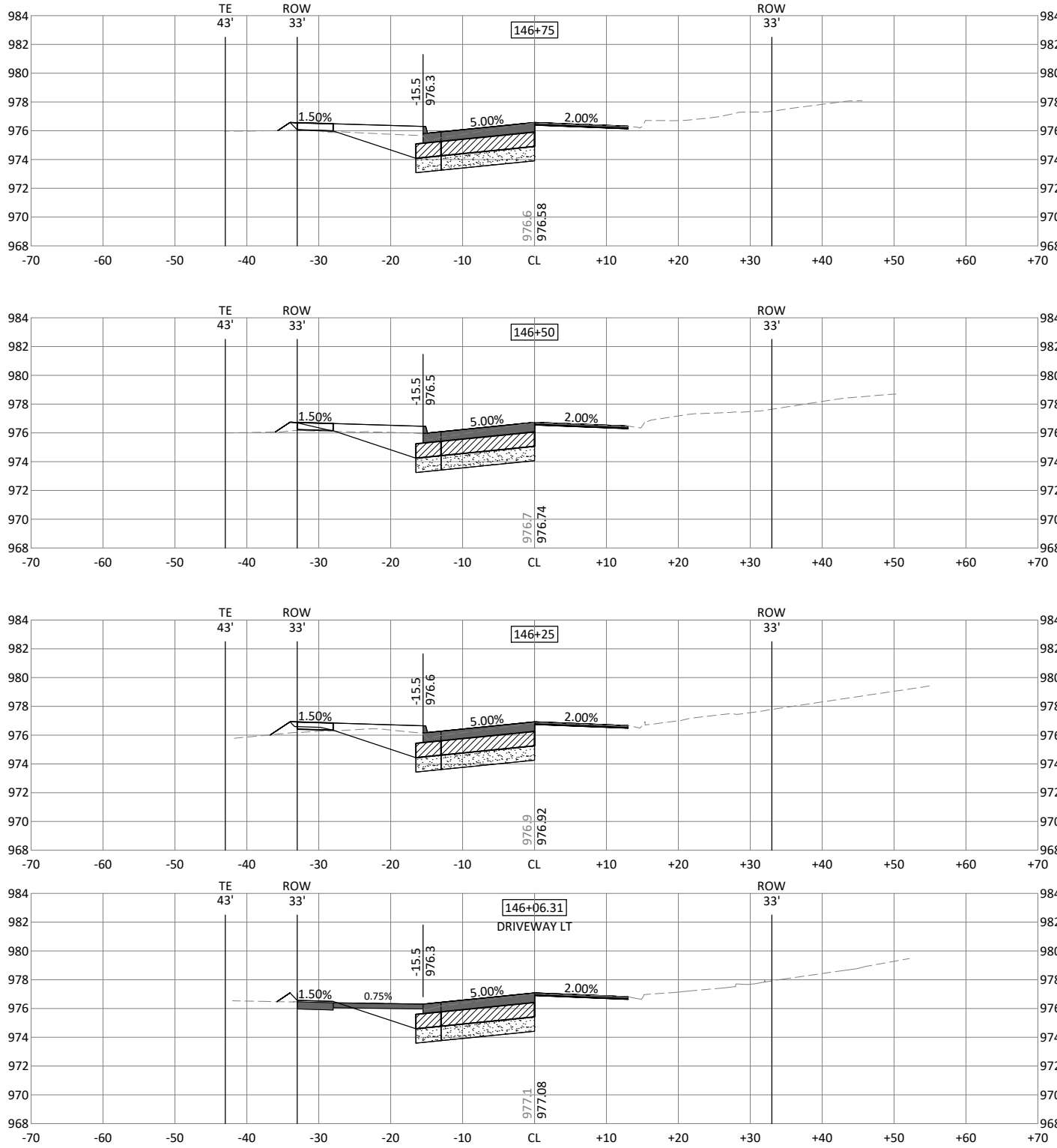
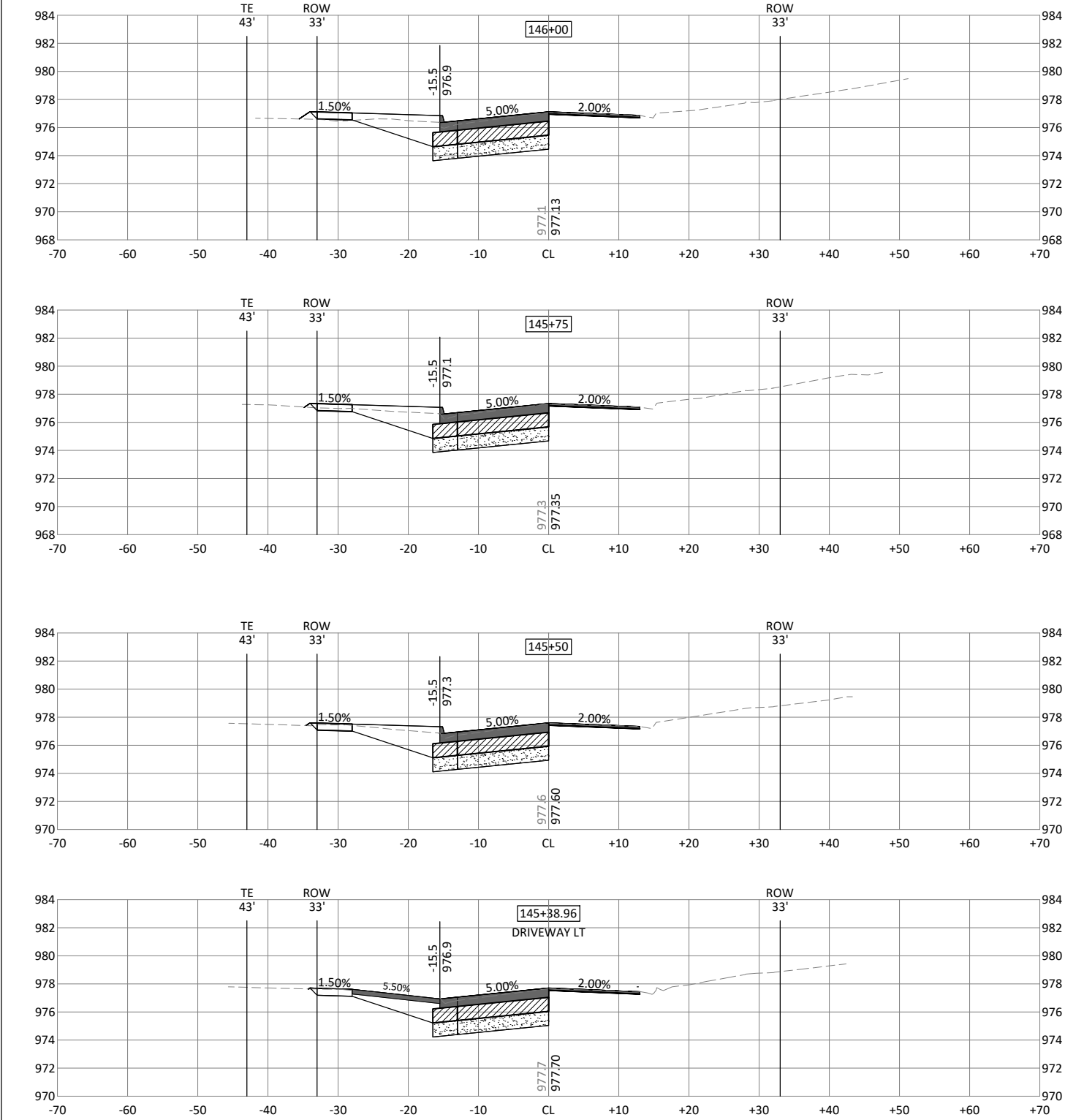
4TH STREET AND MEADOW LANE
STORM SEWER ENHANCEMENTS

ROADWAY CROSS SECTIONS
EDGELAND DRIVE

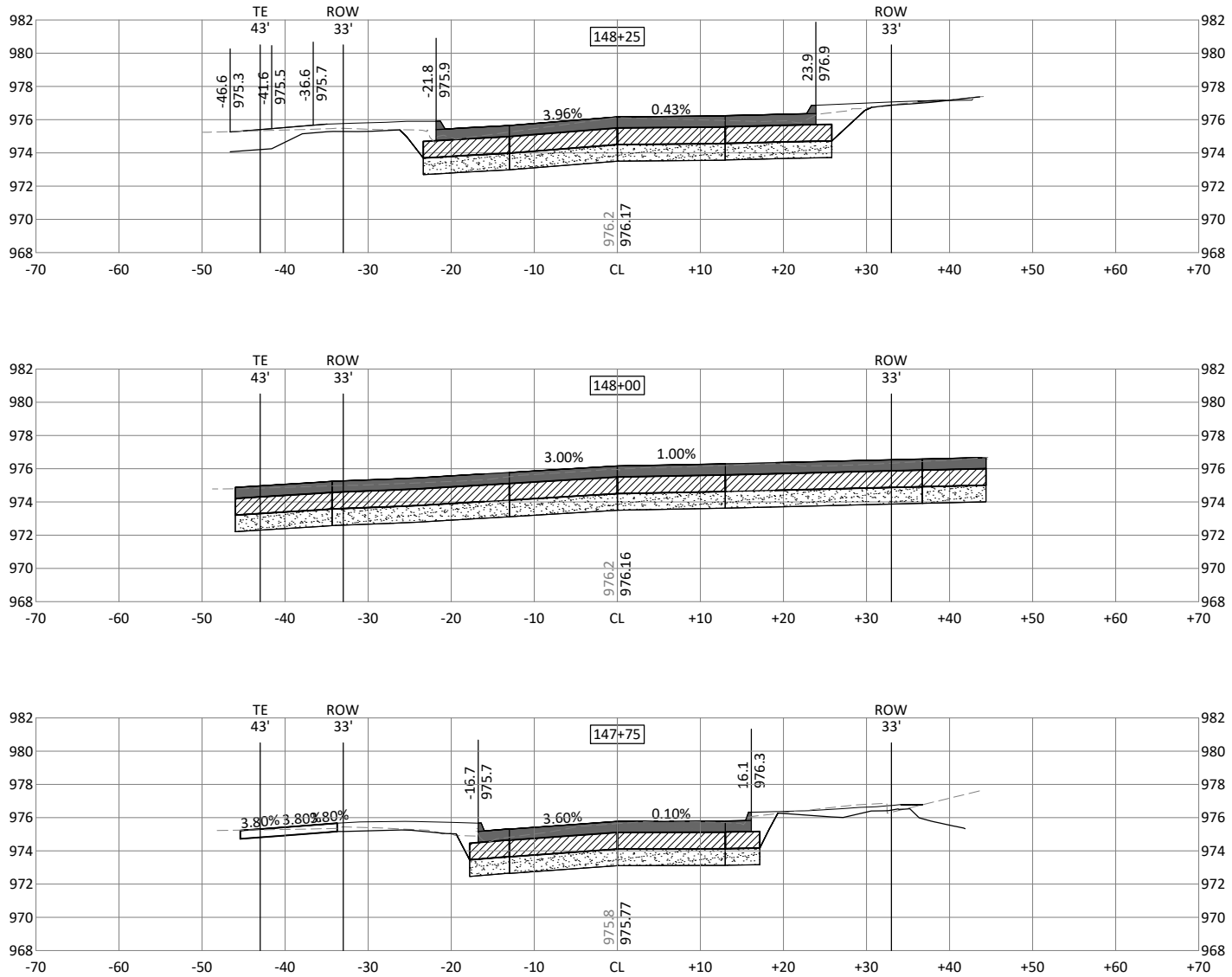
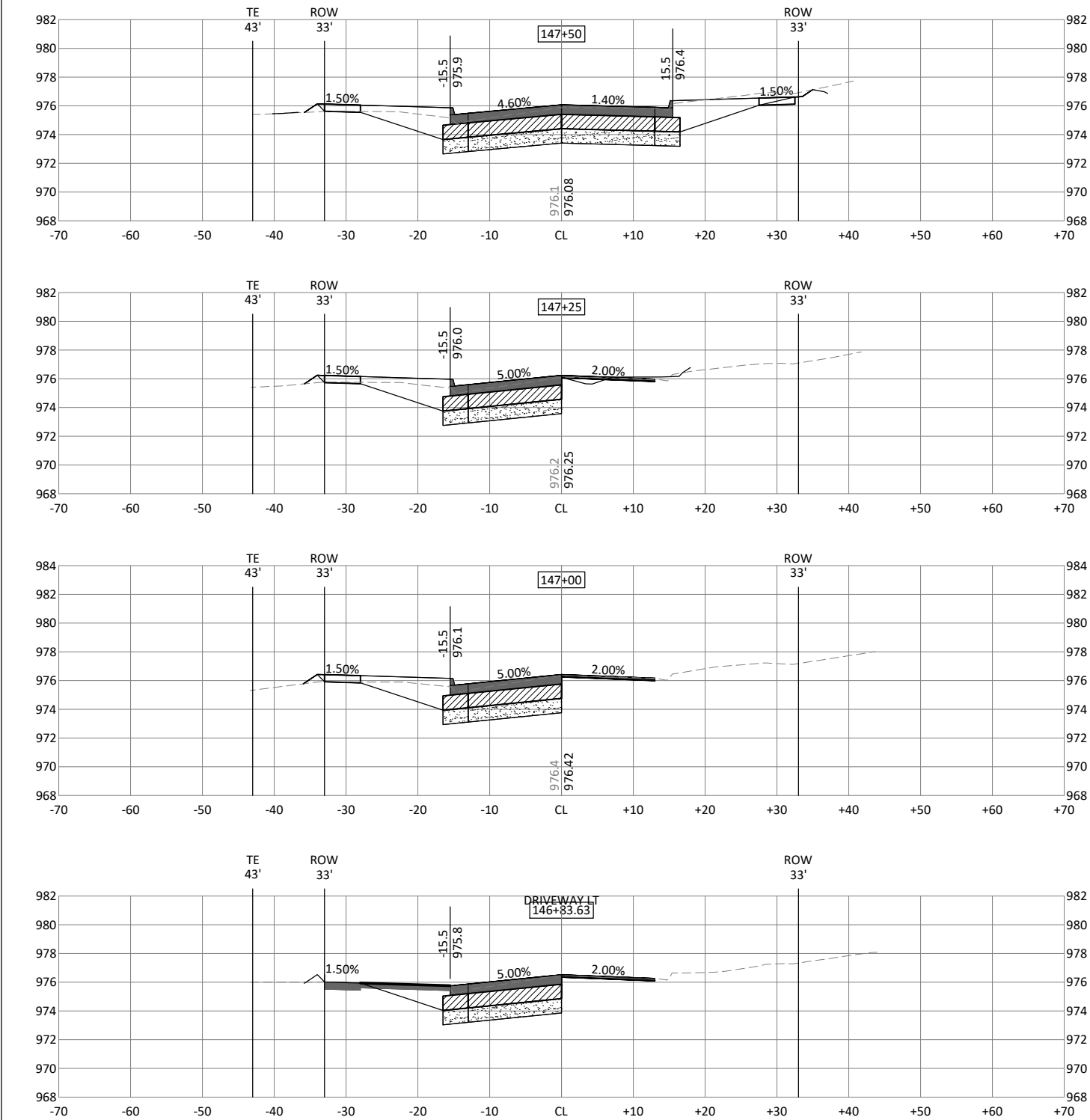


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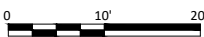
MARSHALLTOWN
IOWA



ISSUE	DATE	DESCRIPTION

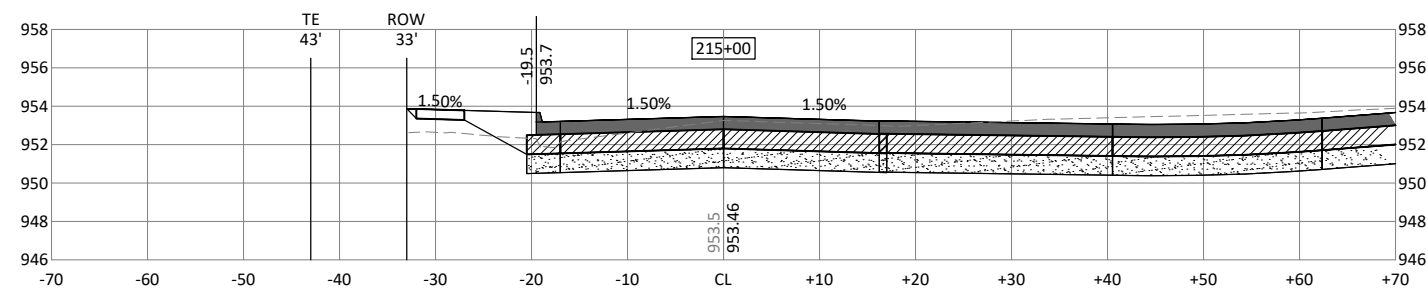
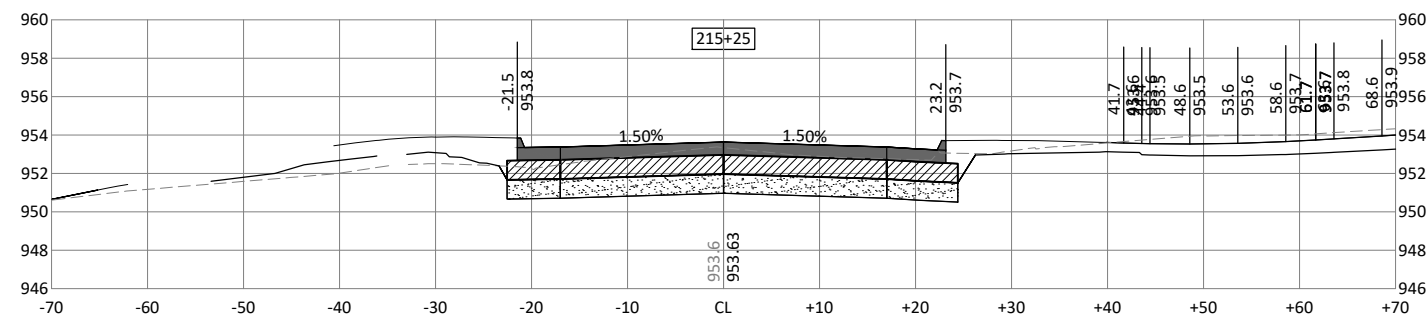
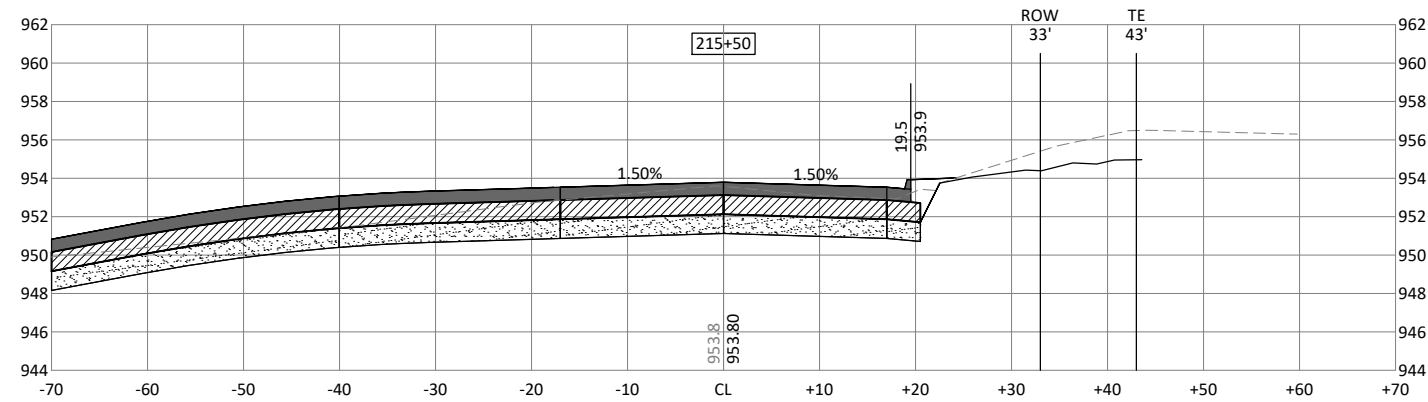
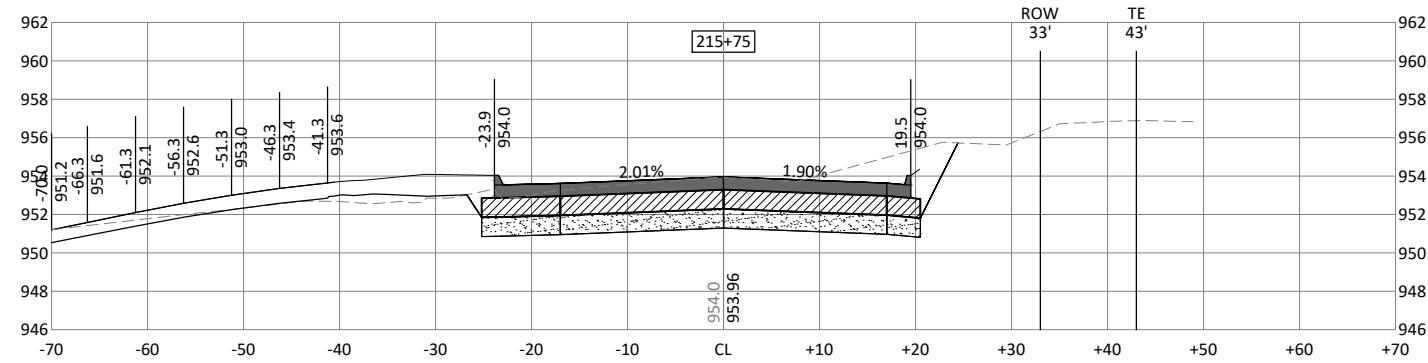
4TH STREET AND MEADOW LANE
STORM SEWER ENHANCEMENTS

ROADWAY CROSS SECTIONS
EDGELAND DRIVE

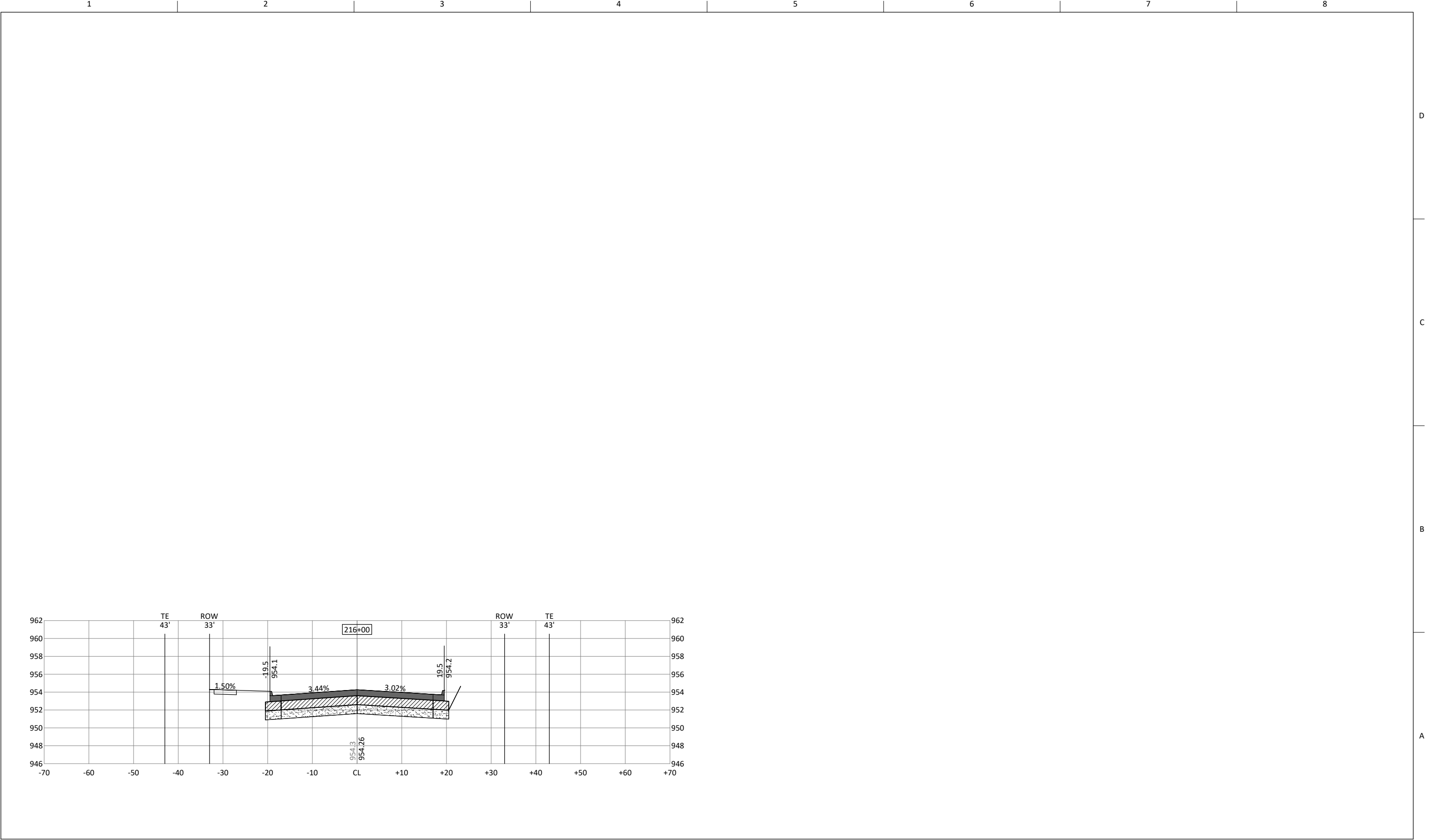


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SHEET
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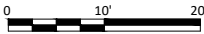
MARSHALLTOWN
IOWA



ISSUE	DATE	DESCRIPTION

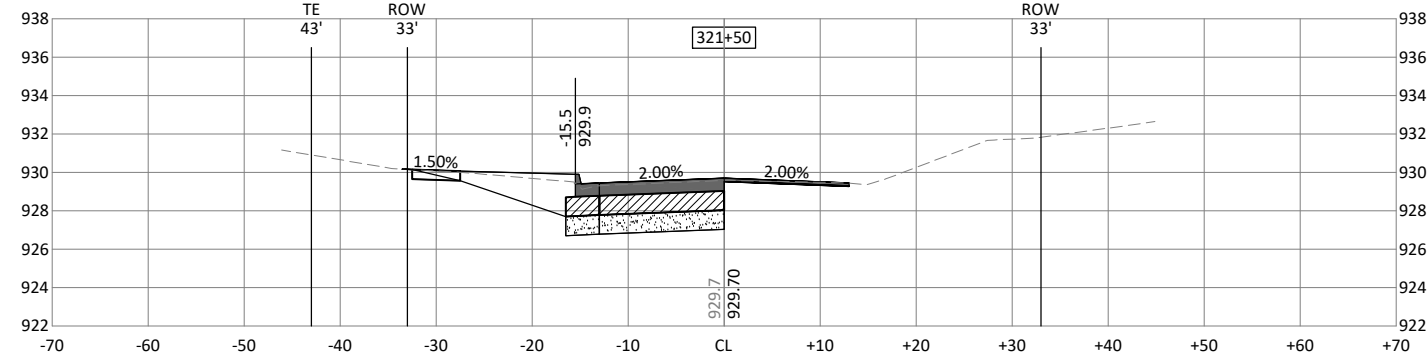
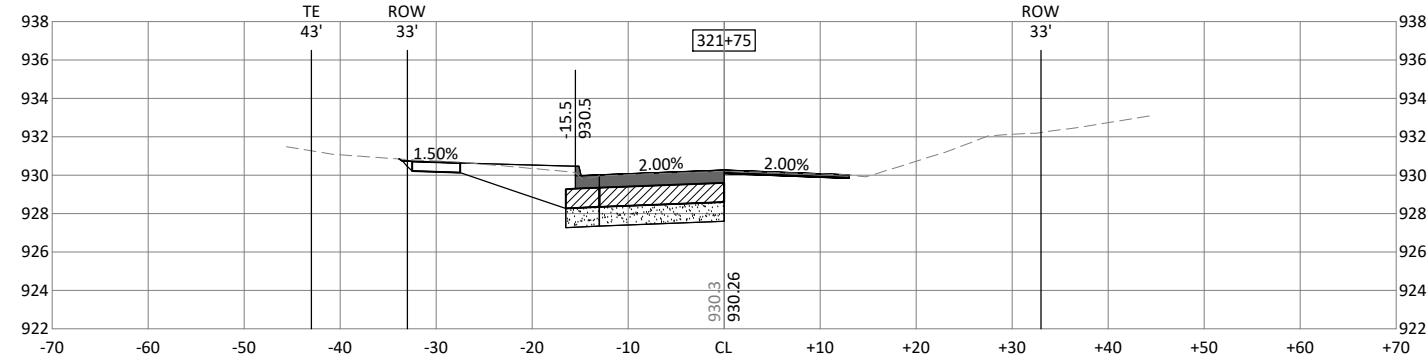
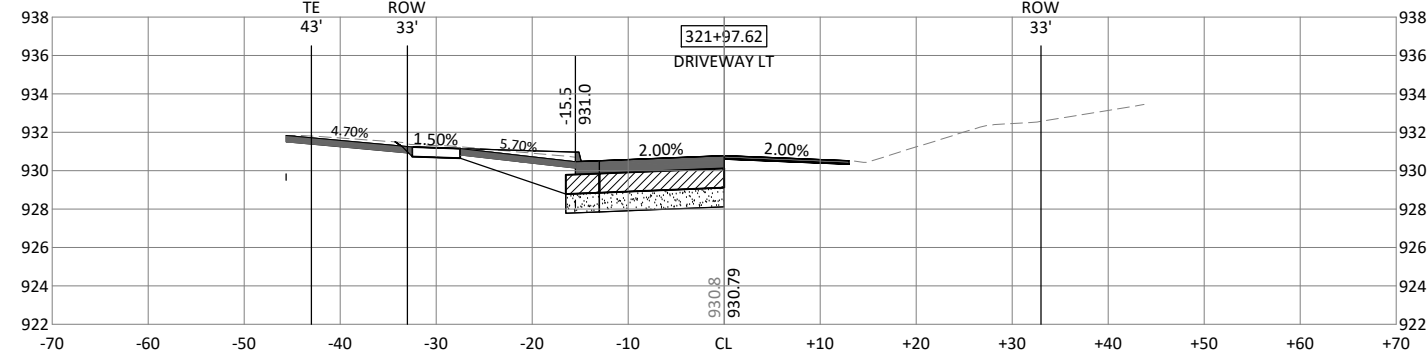
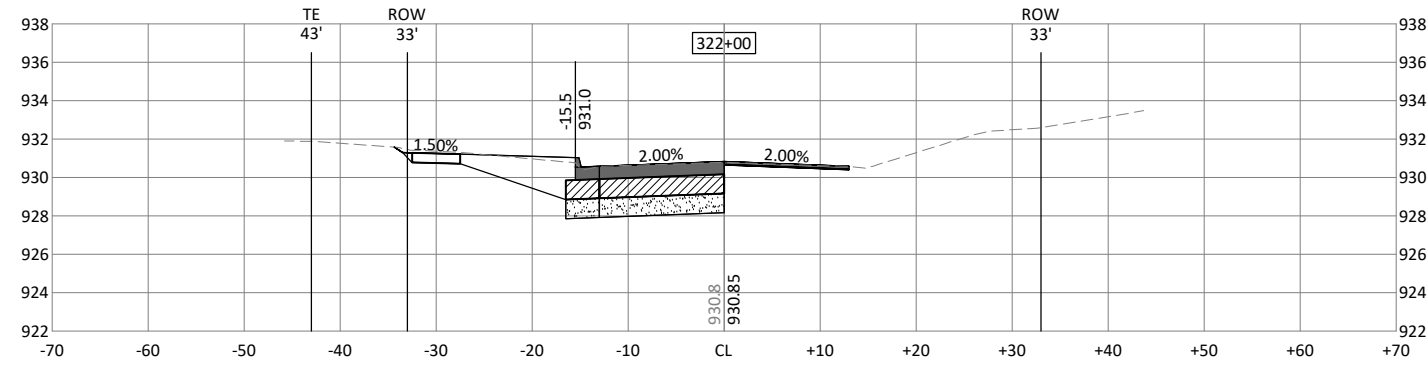
4TH STREET AND MEADOW LANE
STORM SEWER ENHANCEMENTS

ROADWAY CROSS SECTIONS
OLIVE STREET



FILENAME	10076153_C_GRAD_N1.DWG
SCALE	NA

SHEET
X.23



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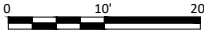
MARSHALLTOWN
IOWA



ISSUE	DATE	DESCRIPTION
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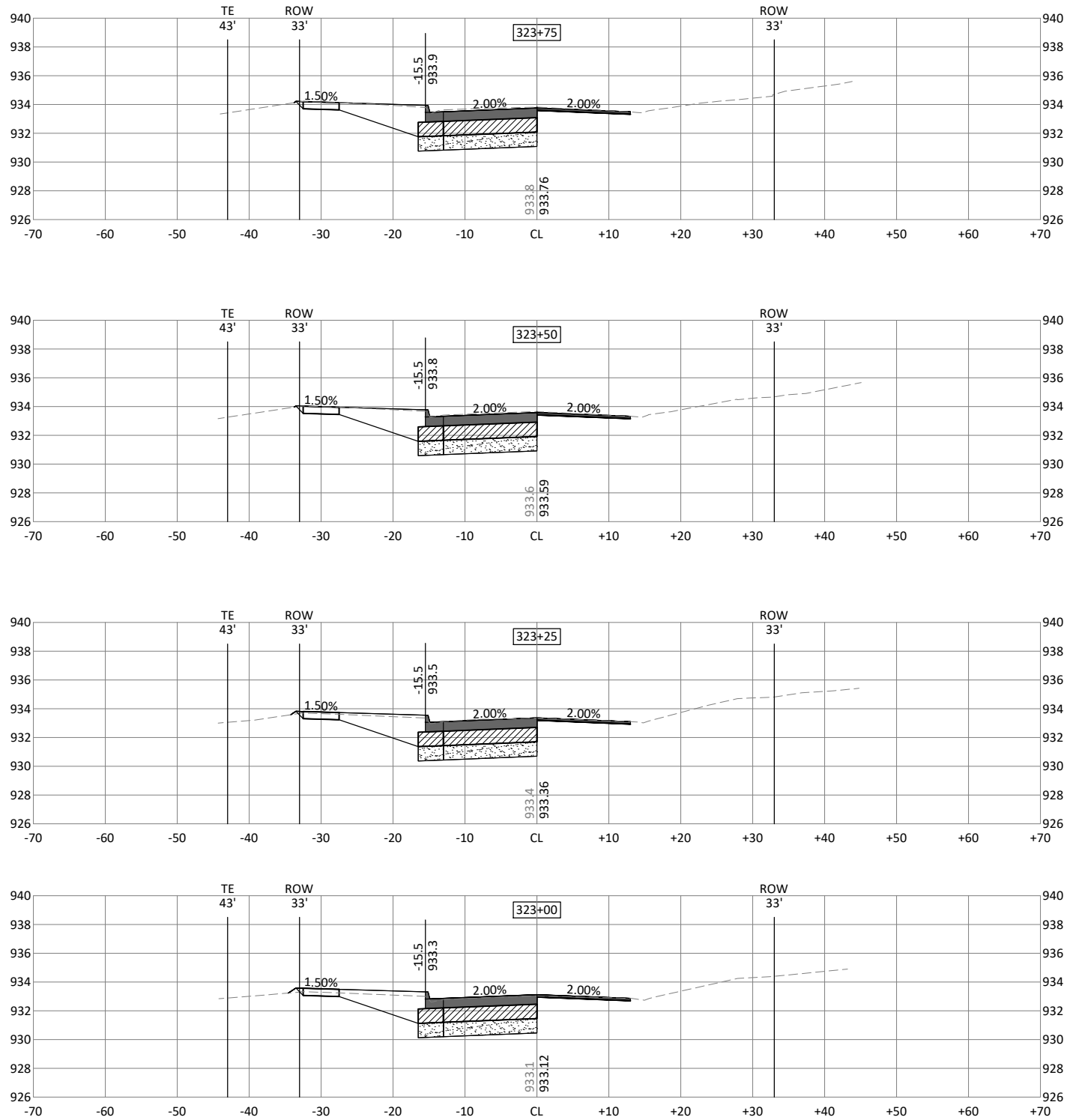
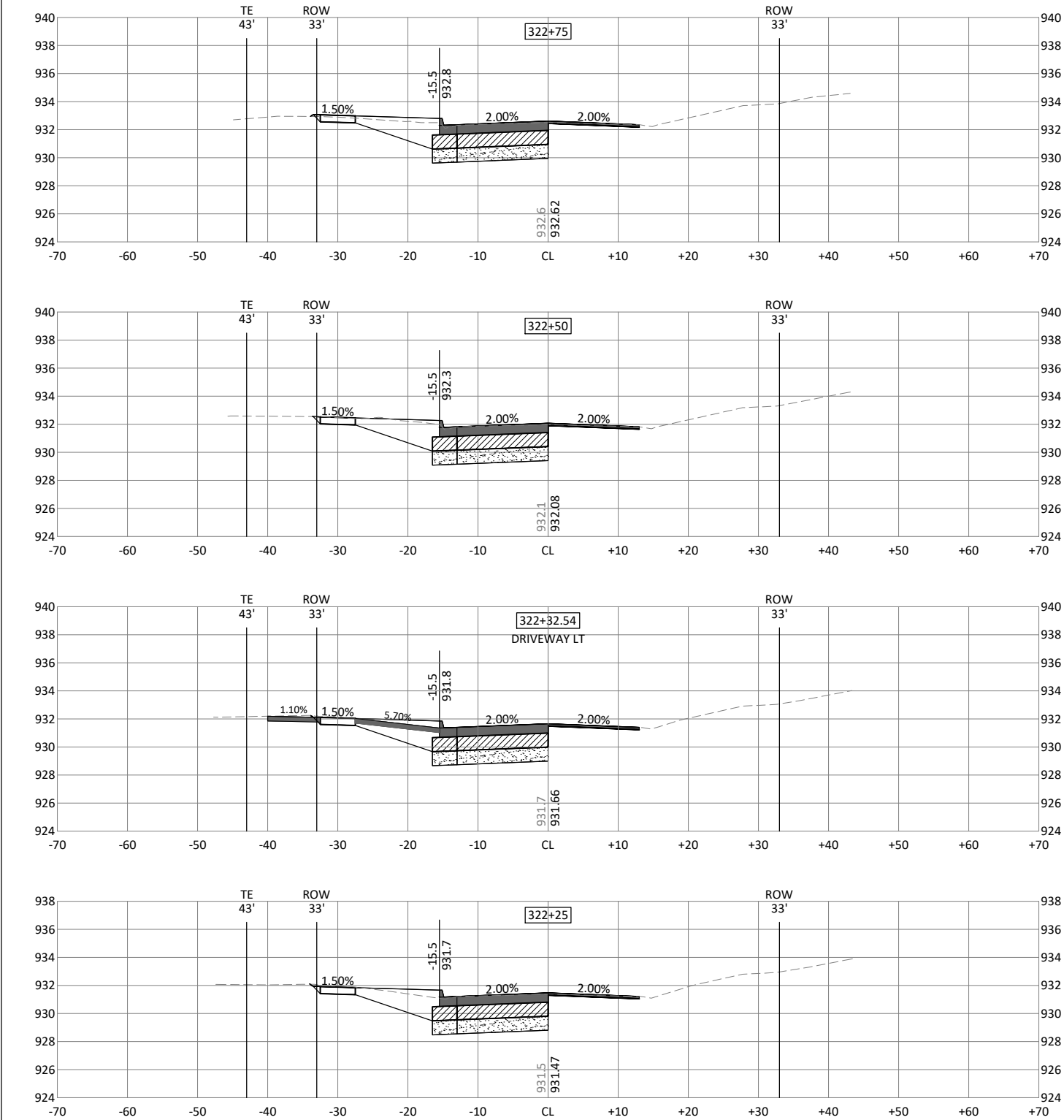
4TH STREET AND MEADOW LANE
STORM SEWER ENHANCEMENTS

ROADWAY CROSS SECTIONS
COLUMBUS DRIVE



FILENAME	10076153_C_GRAD_N1.DWG
SCALE	NA

SHEET	X.25
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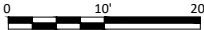
MARSHALLTOWN
IOWA



ISSUE	DATE	DESCRIPTION
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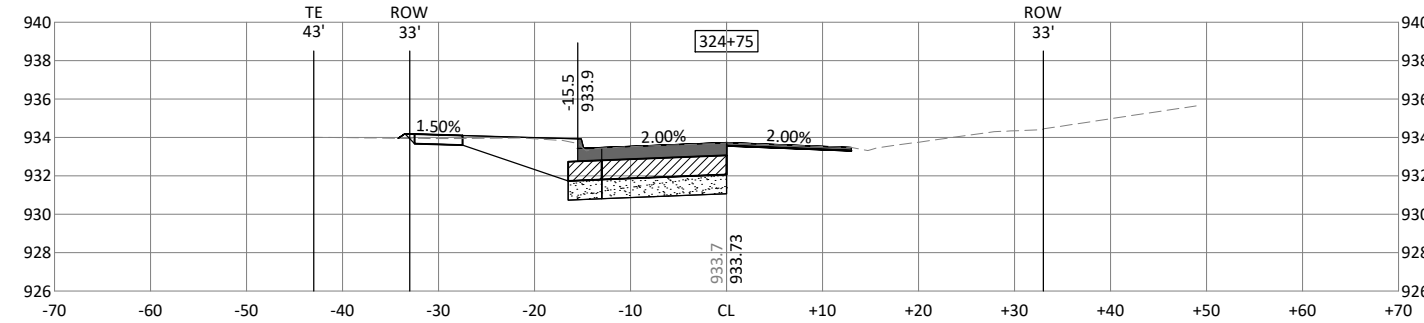
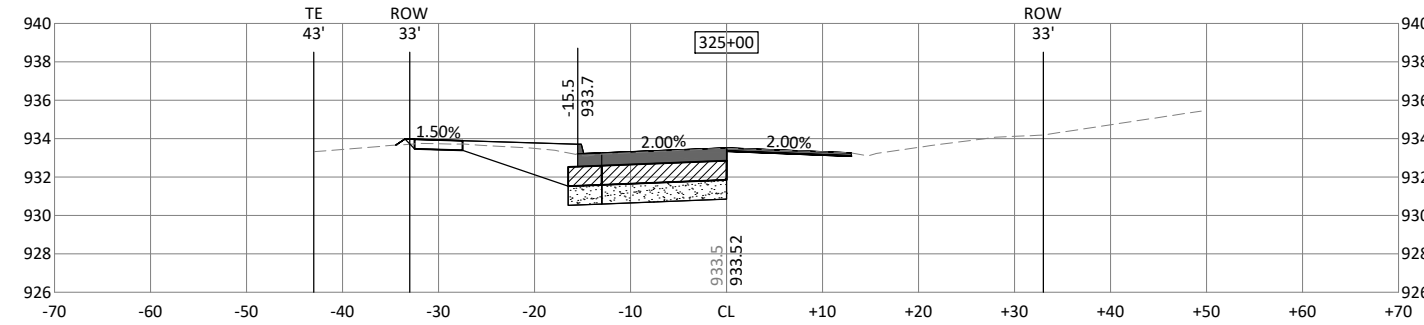
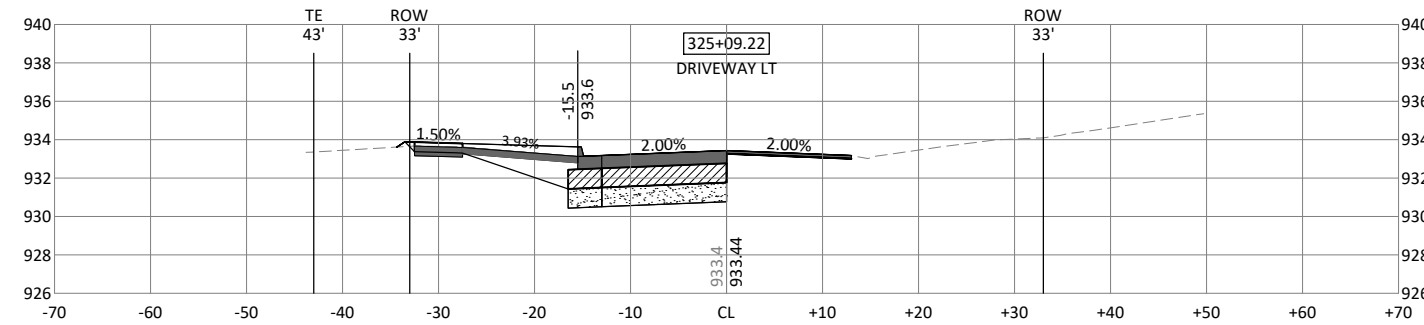
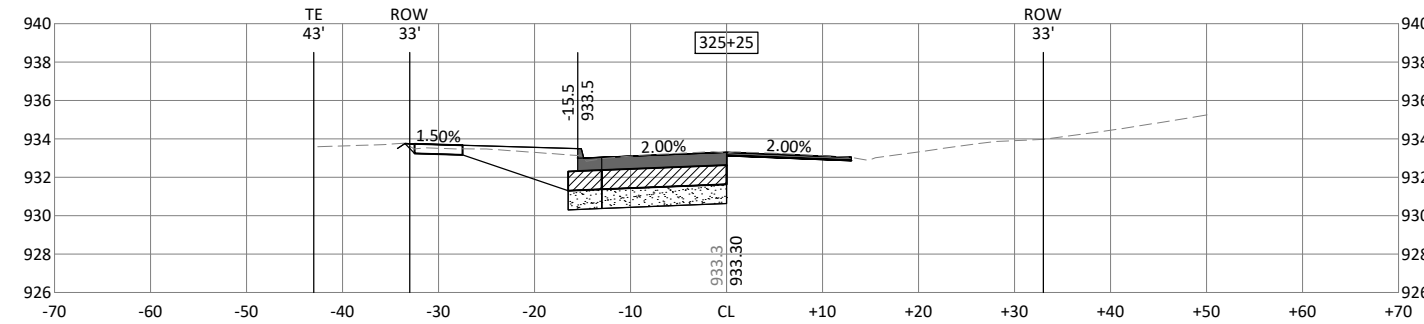
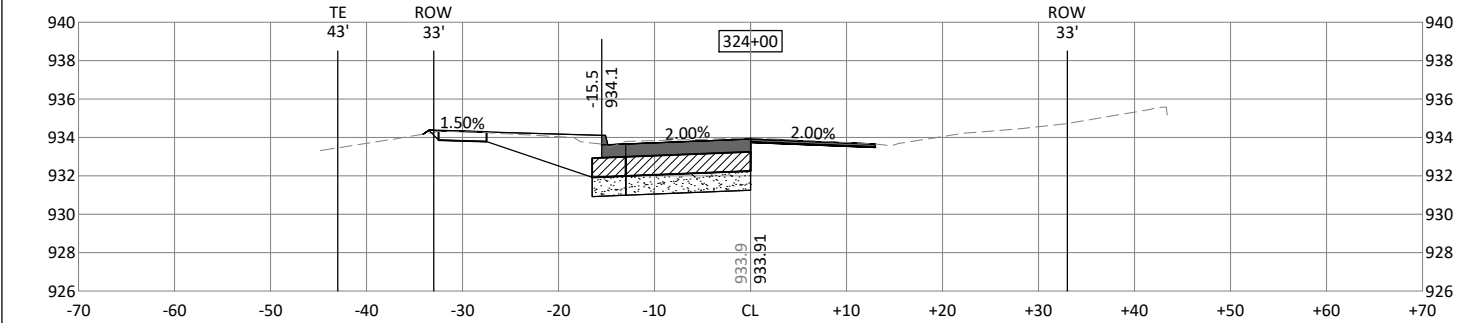
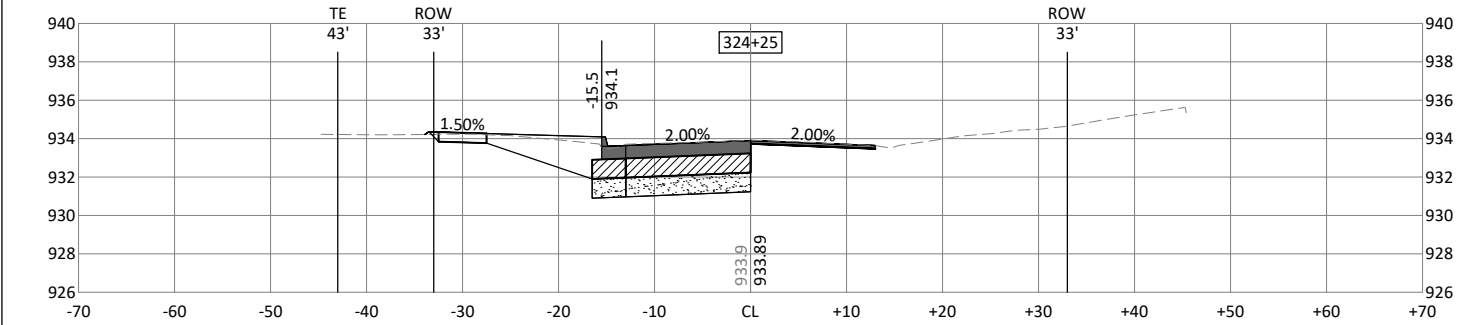
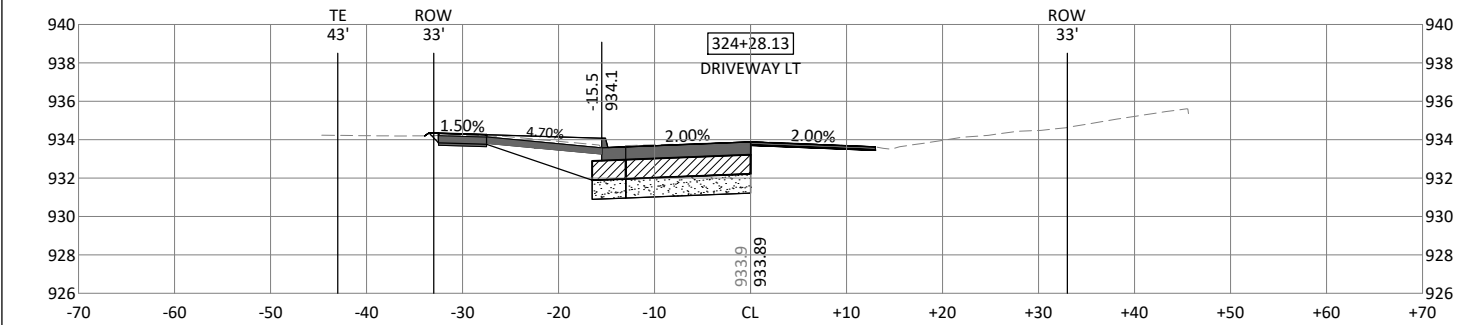
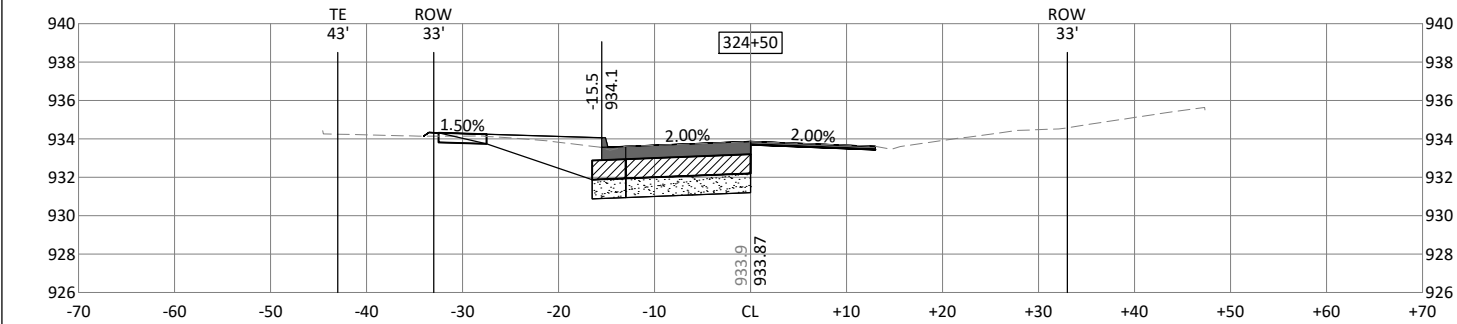
4TH STREET AND MEADOW LANE
STORM SEWER ENHANCEMENTS

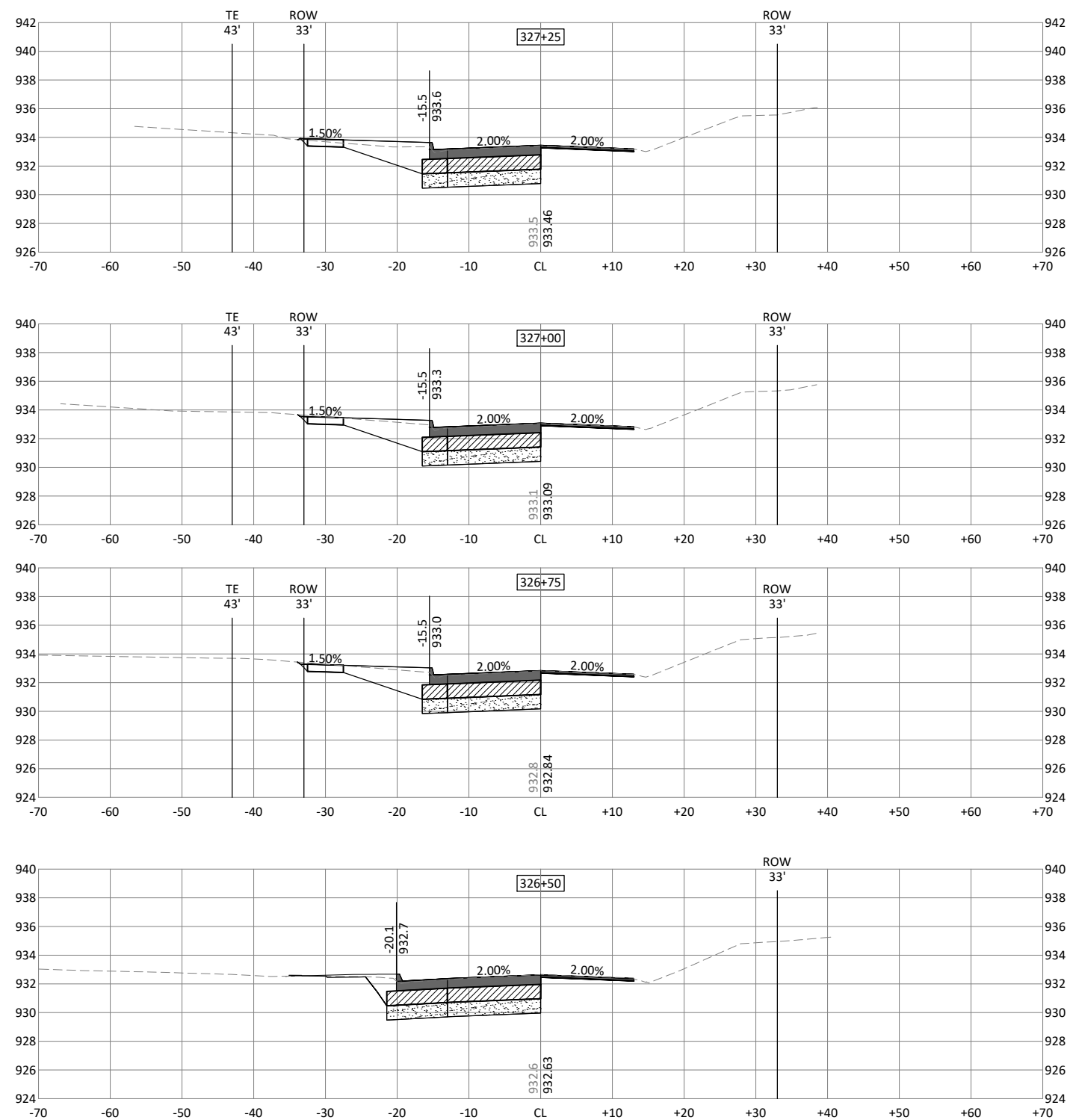
ROADWAY CROSS SECTIONS
COLUMBUS DRIVE



FILENAME	10076153_C_GRAD_N1.DWG
SCALE	NA

SHEET
X.26

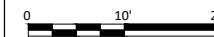




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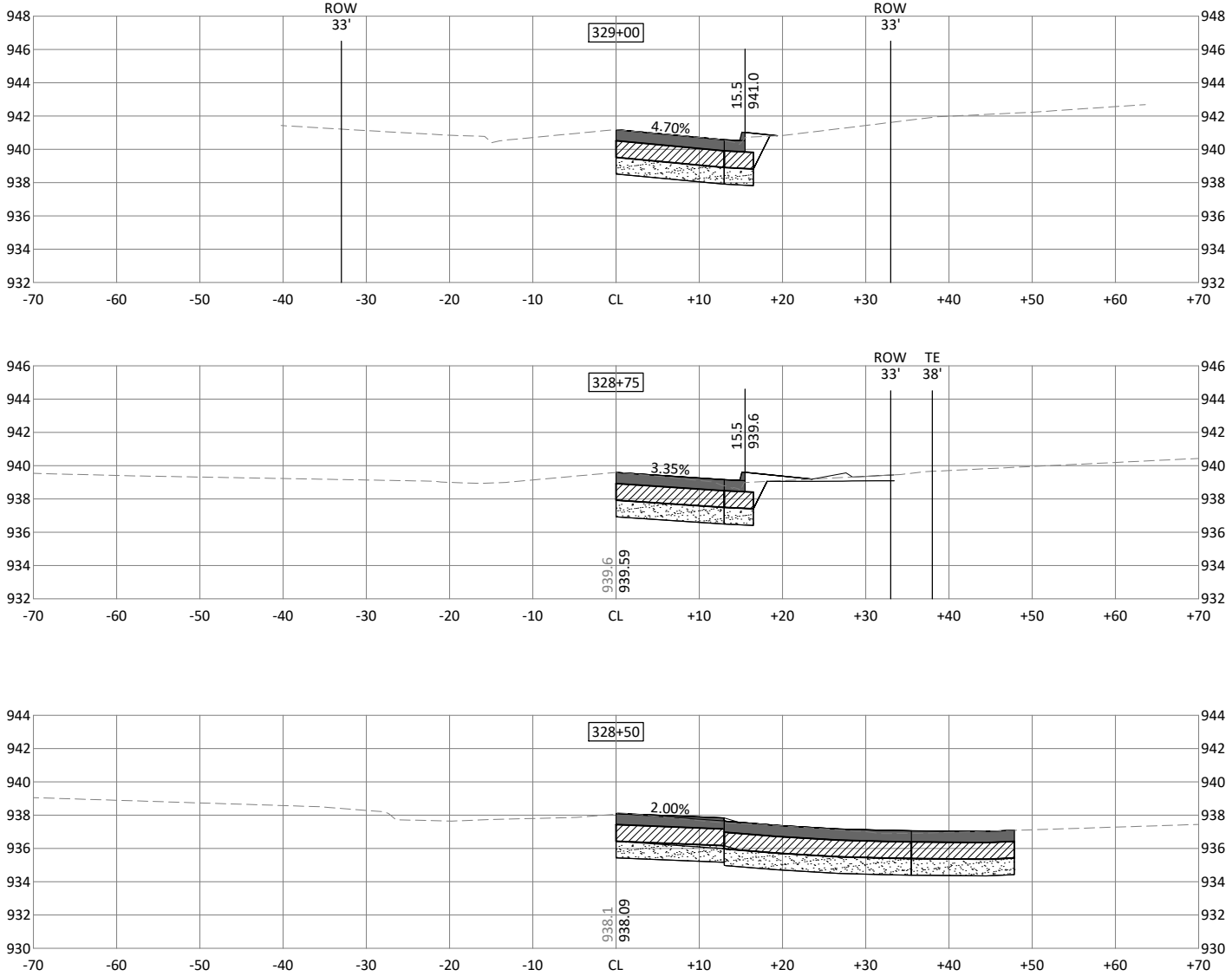
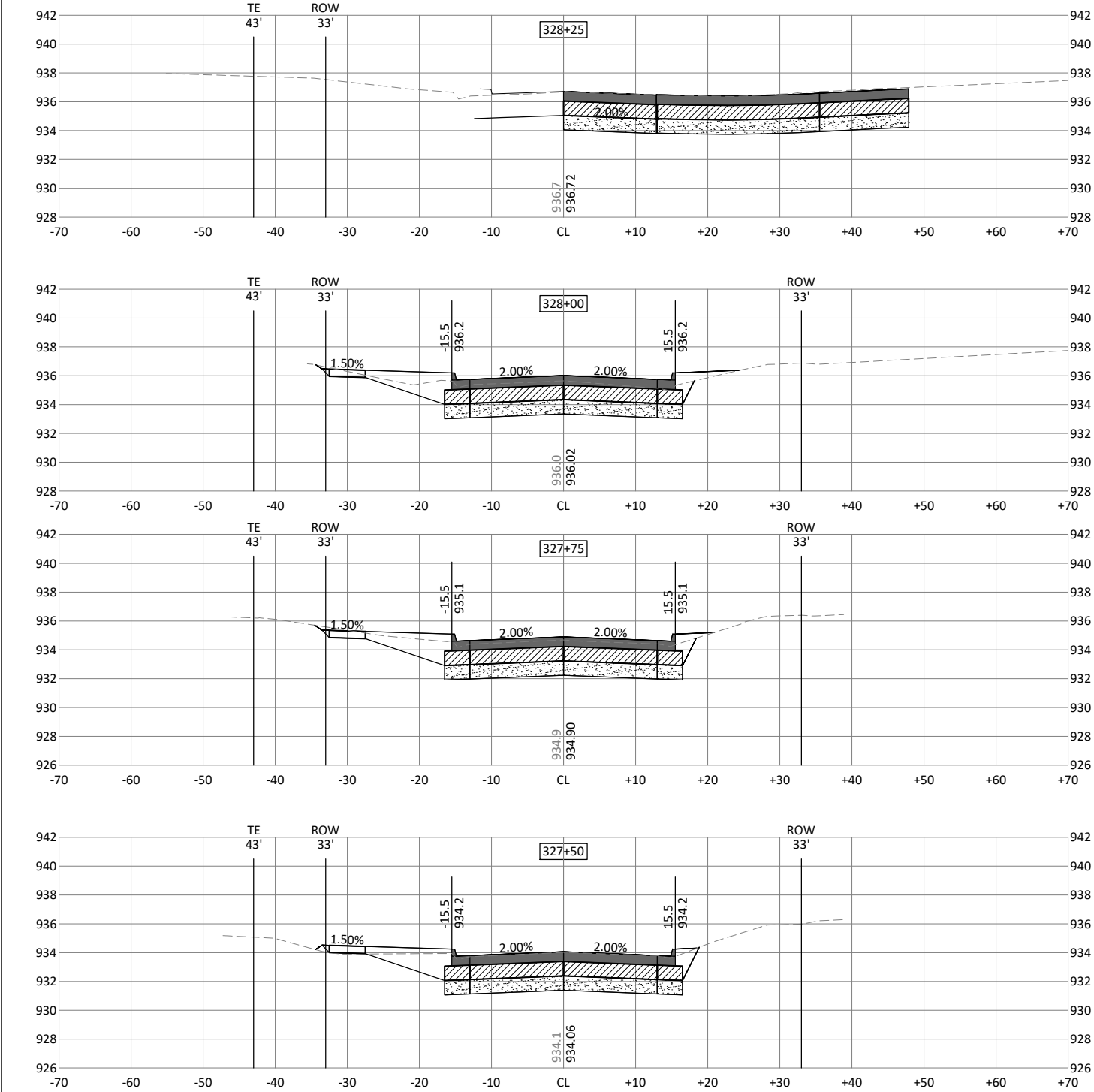
ROADWAY CROSS SECTIONS COLUMBUS DRIVE



FILENAME	10076153_C_GRAD_N1.DWG
SCALE	NA

SHEET
X.27

c:\pwworking\central01\125654\10076153_C_GRAD_N1.dwg, 12/14/2020 5:36:12 PM, MRASMUSSEN



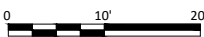
MARSHALLTOWN
IOWA



ISSUE	DATE	DESCRIPTION

4TH STREET AND MEADOW LANE
STORM SEWER ENHANCEMENTS

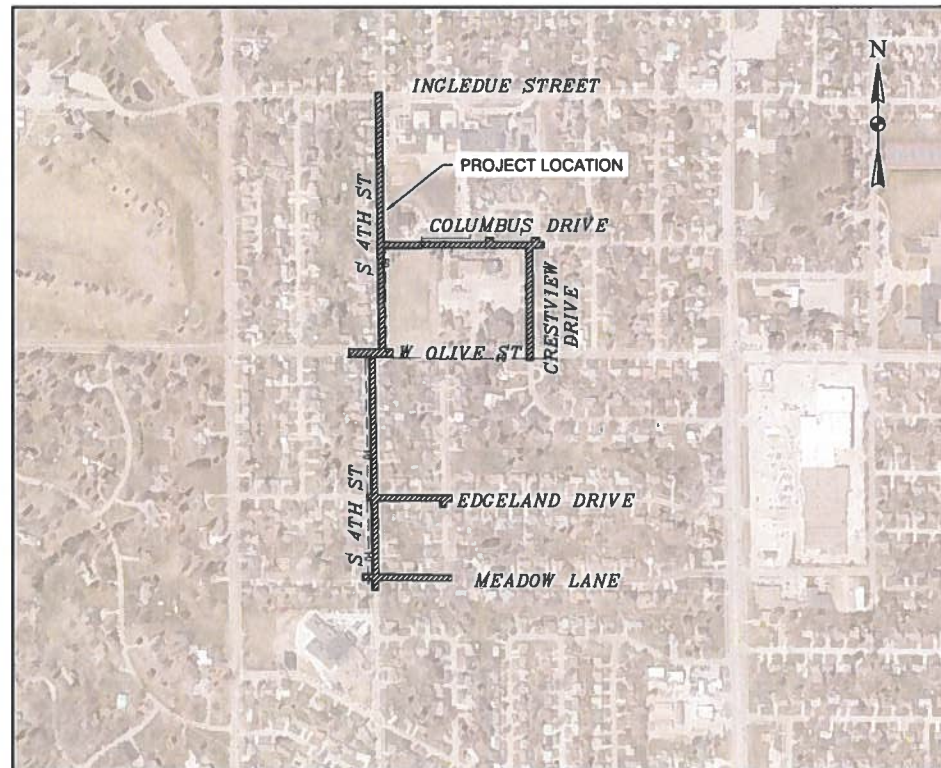
ROADWAY CROSS SECTIONS
COLUMBUS DRIVE



FILENAME | 10076153_C_GRAD_N1.DWG | SHEET
SCALE | NA |

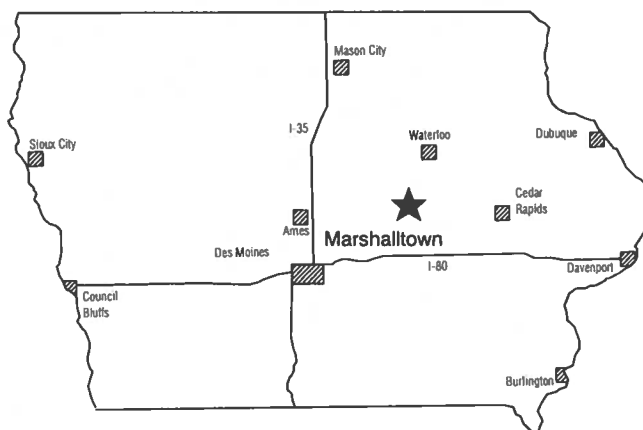
X.28

WATER MAIN RELOCATIONS FOR CITY 4TH & MEADOW LANE STORM SEWER IMPROVEMENTS MARSHALLTOWN, IOWA 2021



**VICINITY MAP -
MARSHALLTOWN, IOWA**

NOT TO SCALE



LOCATION MAP

WATER MAIN RELOCATIONS

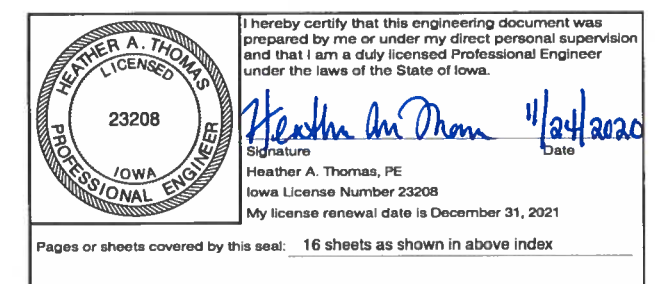
WORK AND MATERIALS SHALL BE IN ACCORDANCE WITH
MARSHALLTOWN WATER WORKS STANDARD
SPECIFICATIONS, THE CITY OF MARSHALLTOWN
STANDARD SPECIFICATIONS, AND THE IOWA STATEWIDE
URBAN STANDARD SPECIFICATIONS FOR PUBLIC
IMPROVEMENTS, 2020 EDITION (SUDAS)

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
A.01	TITLE SHEET
A.02	SYMBOLS, LEGEND AND GENERAL INFORMATION
A.03	OVERALL SITE
B.01	TYPICAL DETAILS
C.01 - C.02	ESTIMATE OF QUANTITIES AND REFERENCE INFORMATION
D.01	INTERSECTION RECONFIGURATION 'A'
D.02	INTERSECTION RECONFIGURATION 'B'
D.03	INTERSECTION RECONFIGURATION 'C'
D.04	INTERSECTION RECONFIGURATION 'D'
D.05	SPOT RELOCATIONS 'A' & 'B'
D.06	SPOT RELOCATIONS 'C' & 'D'
D.07	SPOT RELOCATIONS 'E' & 'F'
D.08	INTERSECTION RECONFIGURATION 'E'
D.09	INTERSECTION RECONFIGURATION 'F'
D.10	INTERSECTION RECONFIGURATION 'G'



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



CGA PROJECT NO. 8811

TITLE SHEET

LEGEND

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

UTILITY LINETYPES WITH A QUALITY LEVEL INDICATOR (*) HAVE BEEN LOCATED PER THE FOLLOWING ASCE STANDARD GUIDELINE FOR THE COLLECTION & DEPICTION OF EXISTING SUBSURFACE UTILITY DATA:

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

NOTES:

- ALL BEARINGS ARE THE RESULT OF G.P.S. OBSERVATIONS.
- MINIMUM DEPTH OF COVER ON WATER MAINS SHALL BE 5.0'.
- ALL UNDERGROUND UTILITIES ON THIS SITE HAVE BEEN LOCATED AT ASCE LEVEL C OR D SURVEY QUALITY. THEREFORE THEIR LOCATIONS MUST BE CONSIDERED APPROXIMATE ONLY. THERE MAY BE OTHERS, THE EXISTENCE OF WHICH IS PRESENTLY NOT KNOWN.

DATE OF PREPARATION:

2020

SURVEY WORK COMPLETED:

SUMMER 2019

WATER MAIN FITTING KEY

- VALVE
COUPLING
HYDRANT
TEE
90° ELBOW
45° ELBOW
MJ ADAPTER

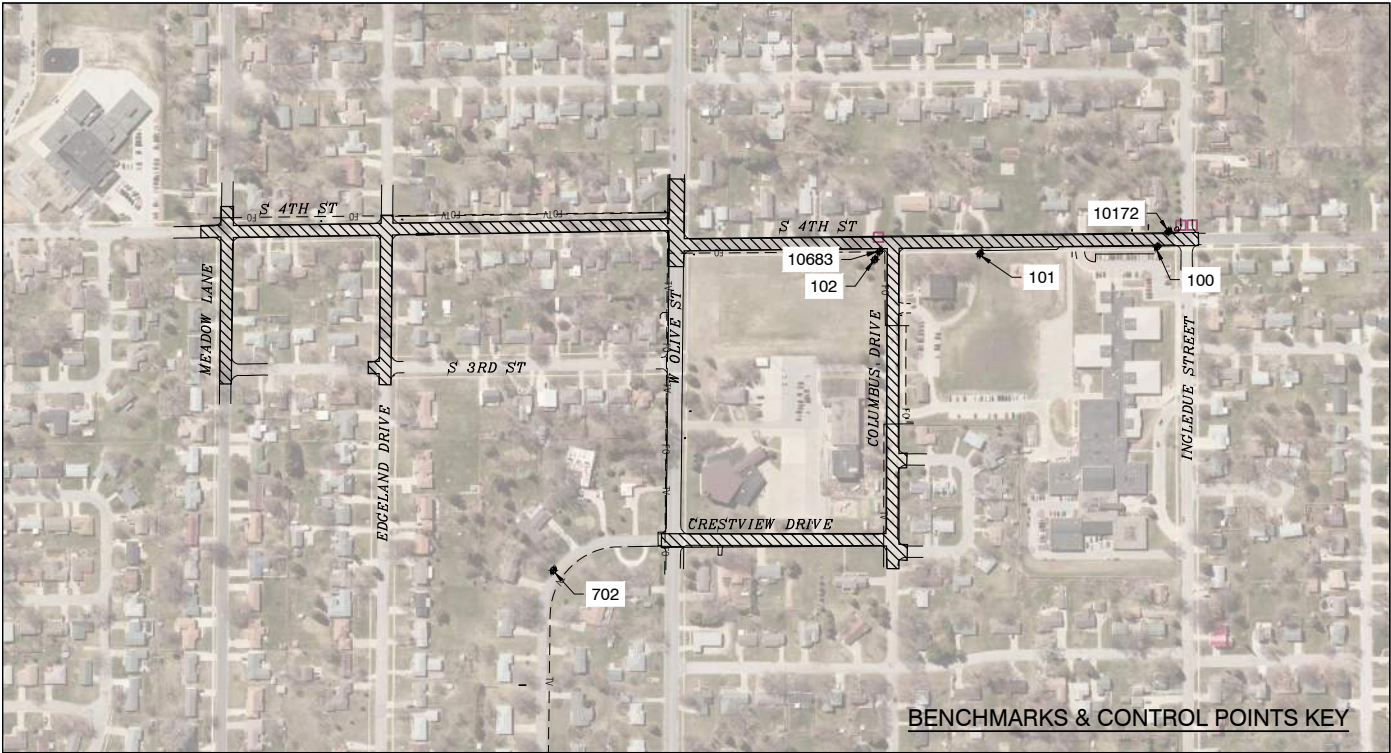
CONTROL POINT			
NUMBER	RAW DESCRIPTION	NORTHING	EASTING
100	60D	7849281.09	19472123.97
101	60D	7848819.61	19472141.54
102	60D	7848545.66	19472156.98
702	MAG NAIL	7847708.70	19472966.27

BENCHMARKS		
NUMBER	RAW DESCRIPTION	ELEVATION
10172	HYDRANT - CUT 'X' E BOLT	915.85
10683	HYDRANT - E BOLT	932.16

UTILITY COMPANIES

THE FOLLOWING UTILITIES ARE PRESENT ON THIS PROJECT

CenturyLink Tom Sturmer	720-578-8090
City of Marshalltown - Sewer Troy McGahuey	641-751-9608
Marshalltown Waterworks Zach Maxfield	641-328-4338
Windstream Communications Locate Desk	800-289-1901
Heart of Iowa Jay Duncan	641-486-2211
Mediacom Patrick Zeimet	845-867-0963
Alliant Energy Fred Leytham Matt Steddum (Gas) Terry Shaffar (Electric)	641-754-5826 641-754-5880 641-754-5829



THE WATER MAIN RELOCATIONS ARE BEING COMPLETED AHEAD AND DURING THE CITY OF MARSHALLTOWN PROJECT, "4TH STREET AND MEADOW LANE STORM SEWER ENHANCEMENTS". THESE RELOCATIONS ARE BEING DONE TO ACCOMMODATE STORM SEWER IMPROVEMENTS AND AVOID UTILITY CONFLICTS. THESE PLANS MAY REFERENCE ADDITIONAL SHEETS NOT INCLUDED IN THIS PLAN SET; THESE ARE IN REFERENCE TO THE CONTRACT DRAWINGS FOR THE ABOVE NOTED PROJECT.

THE CONSTRUCTION OF THE IMPROVEMENTS HEREIN WILL BE CONSTRUCTED IN PART BY MARSHALLTOWN WATER WORKS STAFF WITH OTHERS CONSTRUCTED BY THE CONTRACTOR FOR THE ABOVE NOTED PROJECT. REFER TO OVERALL SITE SHEET FOR INFORMATION ON WHICH RELOCATIONS SHALL BE COMPLETED BY WHICH ENTITY.

TRAFFIC CONTROL AND TEMPORARY SEEDING WILL BE PROVIDED BY MARSHALLTOWN WATER WORKS FOR THOSE RELOCATIONS THEY PERFORM. TRAFFIC CONTROL FOR REMAINING LOCATIONS, PAVEMENT RESTORATIONS, AND SEEDING SHALL BE INCLUDED IN THE CONTRACT FOR THE ABOVE REFERENCED CITY CONTRACT PROJECT.

THE BID CONTRACTOR SHALL COORDINATE SHUT DOWNS AND STAGING OF THE RELOCATIONS WITH MARSHALLTOWN WATER WORKS TO MINIMIZE INTERRUPTIONS TO WATER USERS.



VALUE ENGINEERING SAVES. REFER TO ARTICLE 1105.15 OF THE SPECIFICATIONS.

NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE



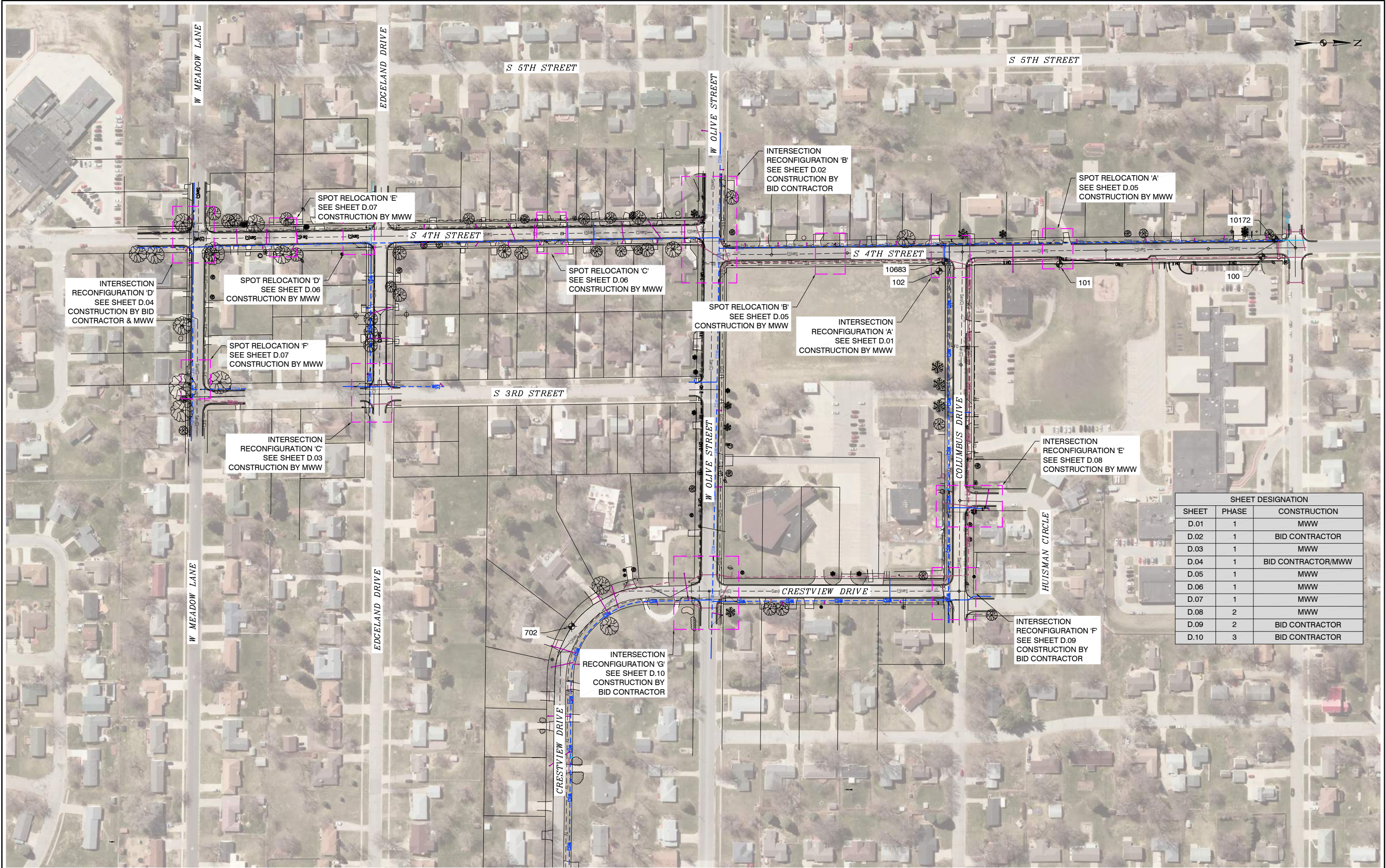
Clapsaddle-Garber Associates, Inc.
Toll Free (800) 542-7961
www.cgaconsultants.com

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

WATER MAIN RELOCATES
MARSHALLTOWN, IOWA

SYMBOLS, LEGEND, AND
GENERAL INFORMATION

PROJECT NO. 8811
SHEET NO. A.02



SHEET DESIGNATION		
SHEET	PHASE	CONSTRUCTION
D.01	1	MWW
D.02	1	BID CONTRACTOR
D.03	1	MWW
D.04	1	BID CONTRACTOR/MWW
D.05	1	MWW
D.06	1	MWW
D.07	1	MWW
D.08	2	MWW
D.09	2	BID CONTRACTOR
D.10	3	BID CONTRACTOR



NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE



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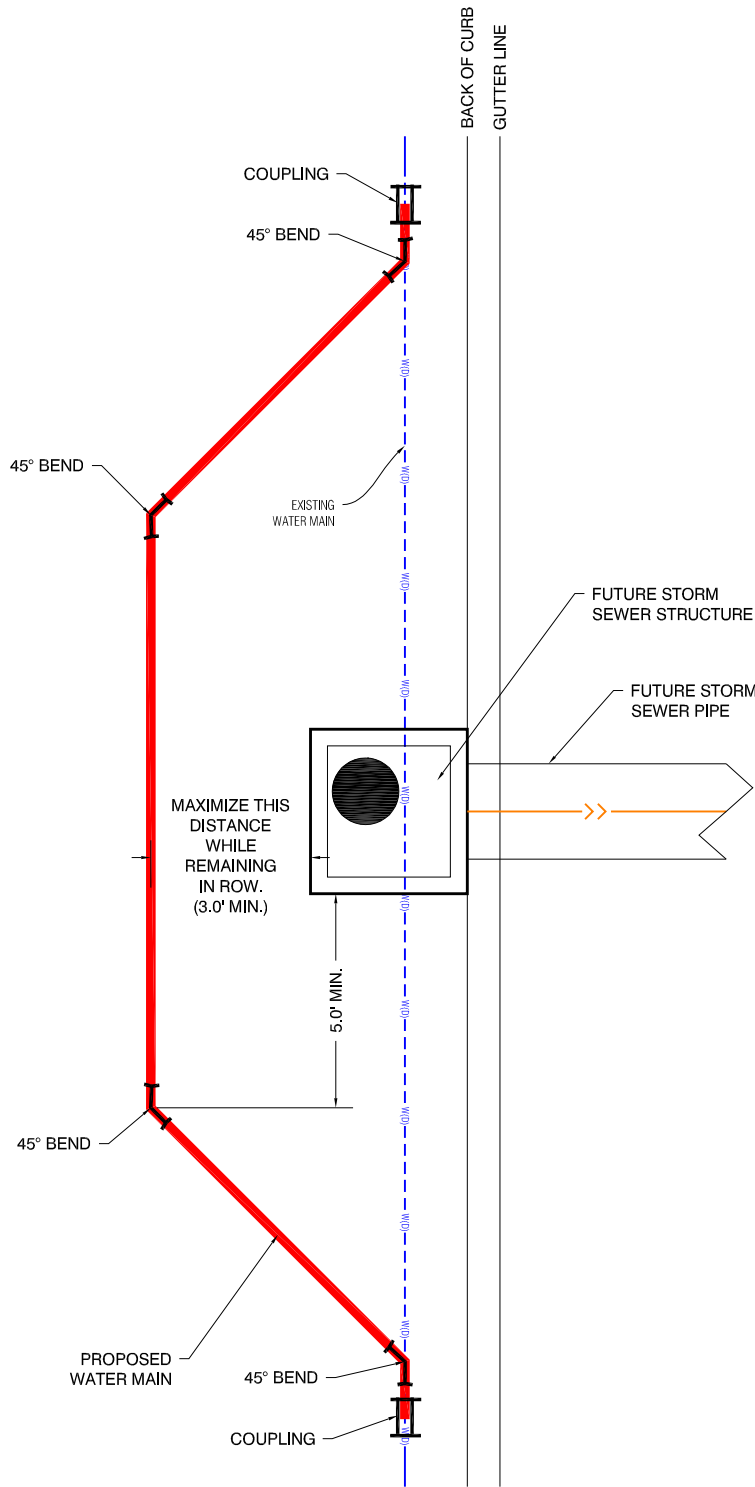
WATER MAIN RELOCATES

MARSHALLTOWN, IOWA

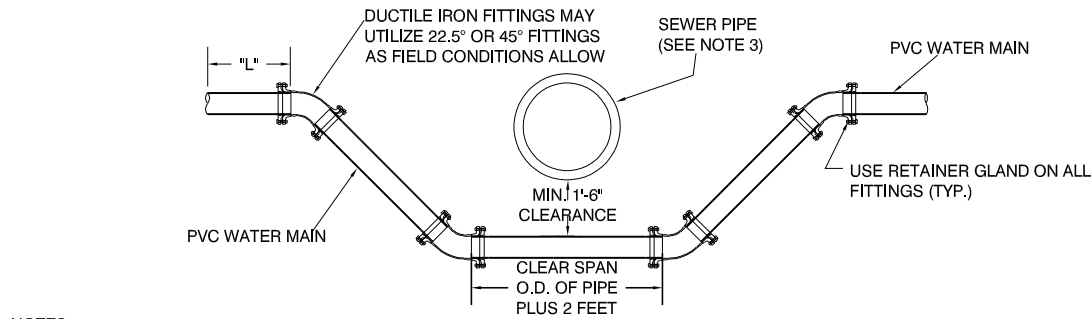
OVERALL SITE

PROJECT NO.
8811
SHEET NO.
A.03

J:\8811.0 4th St Meadow 3in Sawdings\Sheets\Water Main Relocates (GT)\8811 - Details.dwg - CGA Detail - 11-10-20 - 455ipm - COT351

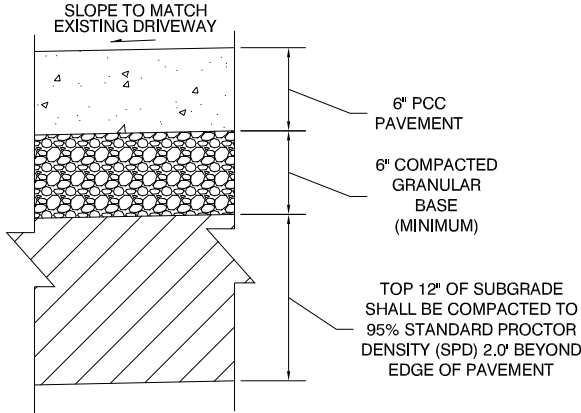


**TYPICAL PROPOSED WATER MAIN RELOCATION
AROUND FUTURE STORM SEWER STRUCTURE**

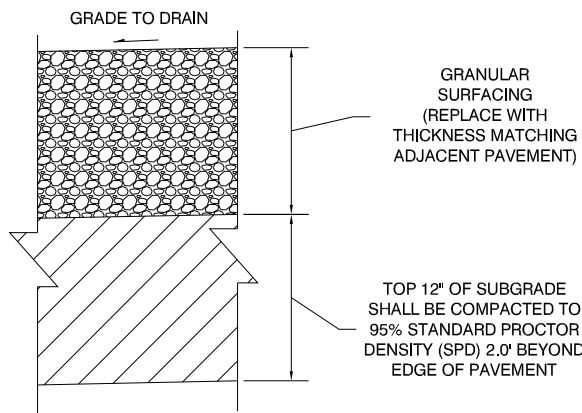


- NOTES:
1. IF EXISTING JOINTS ARE LOCATED WITHIN THE "L" DISTANCE (21' FOR 6" PIPE - 45° BENDS OR 10' FOR 6" PIPE - 22.5° BENDS, 27' FOR 8" PIPE - 45° BENDS OR 13' FOR 8" PIPE - 22.5° BENDS) THE JOINTS SHALL BE RESTRAINED.
 2. TIE-RODS MAY BE SUBSTITUTED FOR RESTRAINERS. THEY SHALL BE THE SAME O.D. AS STANDARD MJ BOLTS. USE 4 RODS FOR 6" OR 8" PIPE. RODS SHALL BE STAINLESS STEEL
 3. SEWER PIPE SHALL BE REPLACED IN ACCORDANCE WITH SUDAS SECTION 5010, PART 3.07, C.

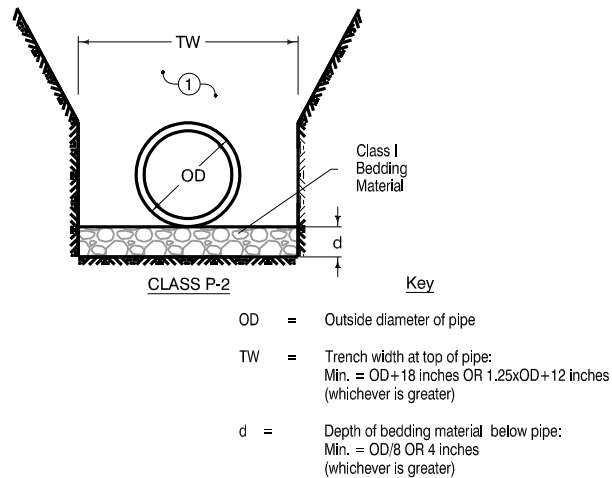
**TYPICAL DETAIL
WATER MAIN BELOW SEWER**



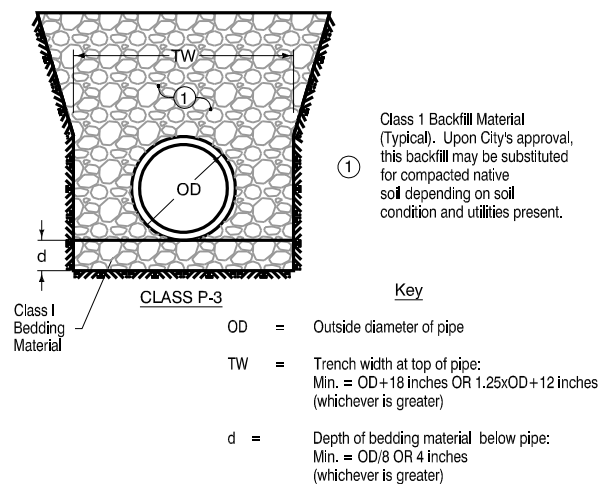
**TYPICAL DRIVEWAY SECTION
(PERFORMED BY BID CONTRACTOR)**



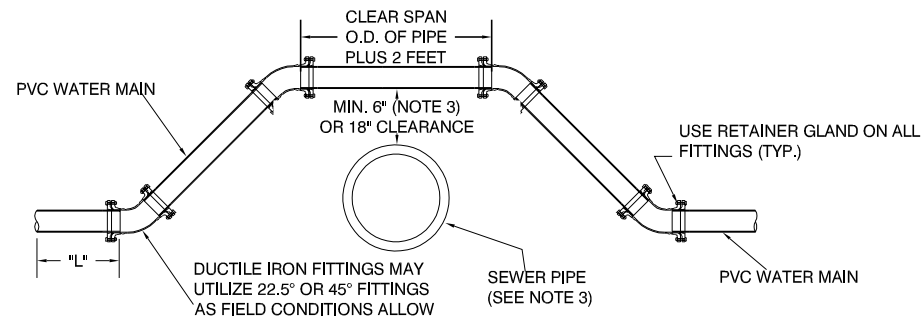
**TYPICAL GRANULAR
SURFACING SECTION
(PERFORMED BY MWW)**



**TRENCH BEDDING AND BACKFILL FOR
WATER MAIN OUTSIDE OF PAVEMENT**

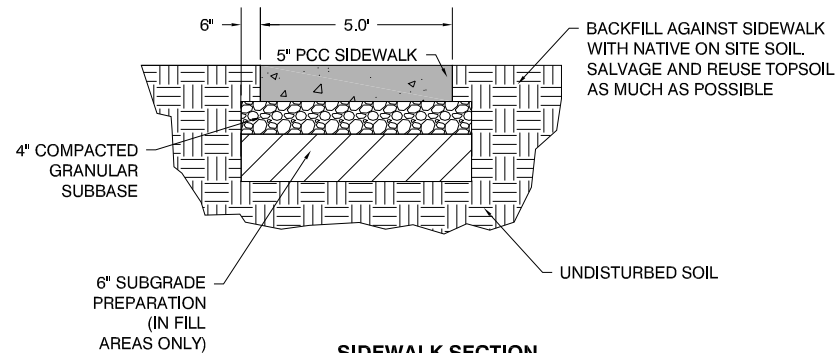


**TRENCH BEDDING AND BACKFILL FOR
WATER MAIN UNDER PAVEMENT**



- NOTES:
1. IF EXISTING JOINTS ARE LOCATED WITHIN THE "L" DISTANCE (21' FOR 6" PIPE - 45° BENDS OR 10' FOR 6" PIPE - 22.5° BENDS, 27' FOR 8" PIPE - 45° BENDS OR 13' FOR 8" PIPE - 22.5° BENDS) THE JOINTS SHALL BE RESTRAINED.
 2. TIE-RODS MAY BE SUBSTITUTED FOR RESTRAINERS. THEY SHALL BE THE SAME O.D. AS STANDARD MJ BOLTS. USE 4 RODS FOR 6" OR 8" PIPE. RODS SHALL BE STAINLESS STEEL
 3. SEWER PIPE SHALL BE REPLACED IN ACCORDANCE WITH SUDAS SECTION 5010, PART 3.07, C. WHEN LESS THAN 18" CLEARANCE CAN BE ACHIEVED.

**TYPICAL DETAIL
WATER MAIN ABOVE SEWER**



**SIDEWALK SECTION
TYPICAL PATCH
(PERFORMED BY BID CONTRACTOR)**

NOTE:
SIDEWALKS SHALL BE REPLACED IN SIZE AND LOCATION OF EXISTING SIDEWALK. SEE TABLE (BELOW) FOR LOCATIONS REQUIRING DETECTABLE WARNING PANELS AND SQUARE FEET OF DETECTABLE WARNINGS TO BE REPLACED.

DETECTABLE WARNING REPLACEMENTS		
LOCATION	SHEET REFERENCE	REPLACE (SF)
4TH ST & W OLIVE ST	D.02	40
4TH ST & W MEADOW LN	D.04	8*
CRESTVIEW DR & W OLIVE ST	D.11	16

* CONTRACTOR SHALL MINIMIZE PAVEMENT REMOVAL IF AT ALL POSSIBLE. IF CONTRACTOR SHALL NEED TO REMOVE MORE PAVEMENT THAN SHOWN, AN ADDITIONAL 8 SF (16 SF TOTAL) OF DETECTABLE WARNING PANELS SHALL BE REPLACED.

NO.	REVISION	BY	DATE

NO.	REVISION	BY	DATE



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

WATER MAIN RELOCATES MARSHALLTOWN, IOWA

TYPICAL DETAILS

PROJECT NO.
8811
SHEET NO.
B.01

J:\8811.0410.St. Meadow 3in SewdrgsSheets\Water Main Relocates (GT)\8811 - Quantities.dwg - Quantities 11-24-20 - 1:20pm - HAT323

QUANTITIES																																	
ITEM NO.	ITEM CODE	DESCRIPTION	UNIT	MWW		BID CONTRACTOR		MWW		MWW		BID CONTRACTOR		MWW		MWW		MWW		MWW		MWW		MWW		MWW		BID CONTRACTOR		BID CONTRACTOR		TOTAL	AS-BUILT
				Reconfiguration 'A'		Reconfiguration 'B'		Reconfiguration 'C'		Reconfiguration 'D'		Reconfiguration 'D'		Spot Relocation 'A'		Spot Relocation 'B'		Spot Relocation 'C'		Spot Relocation 'D'		Spot Relocation 'E'		Spot Relocation 'F'		Reconfiguration 'E'		Reconfiguration 'F'		Reconfiguration 'G'			
				Quantity	As-Built	Quantity	As-Built	Quantity	As-Built	Quantity	As-Built	Quantity	As-Built	Quantity	As-Built	Quantity	As-Built	Quantity	As-Built	Quantity	As-Built	Quantity	As-Built	Quantity	As-Built	Quantity	As-Built	Quantity	As-Built	Quantity	As-Built		
3.01	3010-108-A	GRANULAR BACKFILL	TONS	100		365		250		45		190												103		65		190		530		1,838	
5.01	5010-108-A-1	WATER MAIN, PVC, 8"	LF			240																							175		415		
5.02	5010-108-A-1	WATER MAIN, PVC, 6"	LF	110		110		216		66		90		45		40		45		45		45		80		160		174		150		1,376	
5.03	5010-108-C-1	FITTING, 90 DEG BEND, 6"	EA							2										2												4	
5.04	5010-108-C-1	FITTING, 45 DEG BEND, 8"	EA			14																							10		24		
5.05	5010-108-C-1	FITTING, 45 DEG BEND, 6"	EA	10		8		20		6		8		4		4		4		2		4		8		14		16		12		120	
5.06	5010-108-C-1	FITTING, TEE, 8" X 6"	EA			2																							2		4		
5.07	5010-108-C-1	FITTING, TEE, 6" X 6"	EA	1				2																		1		2				6	
5.08	5010-108-C-1	FITTING, COUPLING, 8"	EA			2																							2		4		
5.09	5010-108-C-1	FITTING, COUPLING, 6"	EA	3		2		4		4		2		2		2		2		2		2		4		3		4		2		38	
5.10	5010-108-C-1	RETAINER GLAND, 8"	EA			32																							24		56		
5.11	5010-108-C-1	RETAINER GLAND, 6"	EA	25		20		46		16		16		8		8		8		8		8		16		29		44		28		280	
5.12	5010-108-C-1	MECHANICAL JOINT ADAPTER, 8"	EA			3																							2		5		
5.13	5010-108-C-1	MECHANICAL JOINT ADAPTER, 6"	EA	3		1		4																		5		2		2		17	
5.14	5020-108-C-0	HYDRANT ASSEMBLY	EA	1		1		1																		1		1		1		6	
5.15	5020-108-A-0	GATE VALVE, 8"	EA			2																							2		4		
5.16	5020-108-A-1	GATE VALVE, 6"	EA	3		2		3																		3		4		2		17	
5.17	5010-108-E-1	WATER SERVICE PIPE, TYPE K COPPER, 3/4"	LF					6				6				6										10				16		44	
5.18	5010-108-E-3	WATER SERVICE CURB STOP AND BOX, 3/4"	EA					1																								1	
5.19	5010-108-E-2	WATER SERVICE CORPORATION, 3/4"	EA					1				1				1										1				2		6	
7.01	7030-108-A-0	REMOVAL OF SIDEWALK	SY	22				55		4								15		18		19		13		35						181	
7.02	7030-108-A-1	REMOVAL OF DRIVEWAY	SY	30										25				13				18		20		11						117	
7.03	7040-108-H-0	REMOVAL OF PAVEMENT	SY	125				175		68				65		63		42		50		50		145		90						873	
7.04	7030-108-H-2	GRANULAR SURFACING	TONS	100				128		46				60		40		40		40		50		110		75						689	
8.01	8030-108-A	TEMPORARY TRAFFIC CONTROL	LS	0.1				0.1		0.1				0.1		0.1		0.1		0.1		0.1		0.1		0.1						1	
9.01	9010-108-B	TEMPORARY SEEDING	LS	0.1				0.1		0.1				0.1		0.1		0.1		0.1		0.1		0.1		0.1						1	

NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE



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

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APPROVED: _____	DATE: _____

WATER MAIN RELOCATES

MARSHALLTOWN, IOWA

ESTIMATE OF QUANTITIES AND

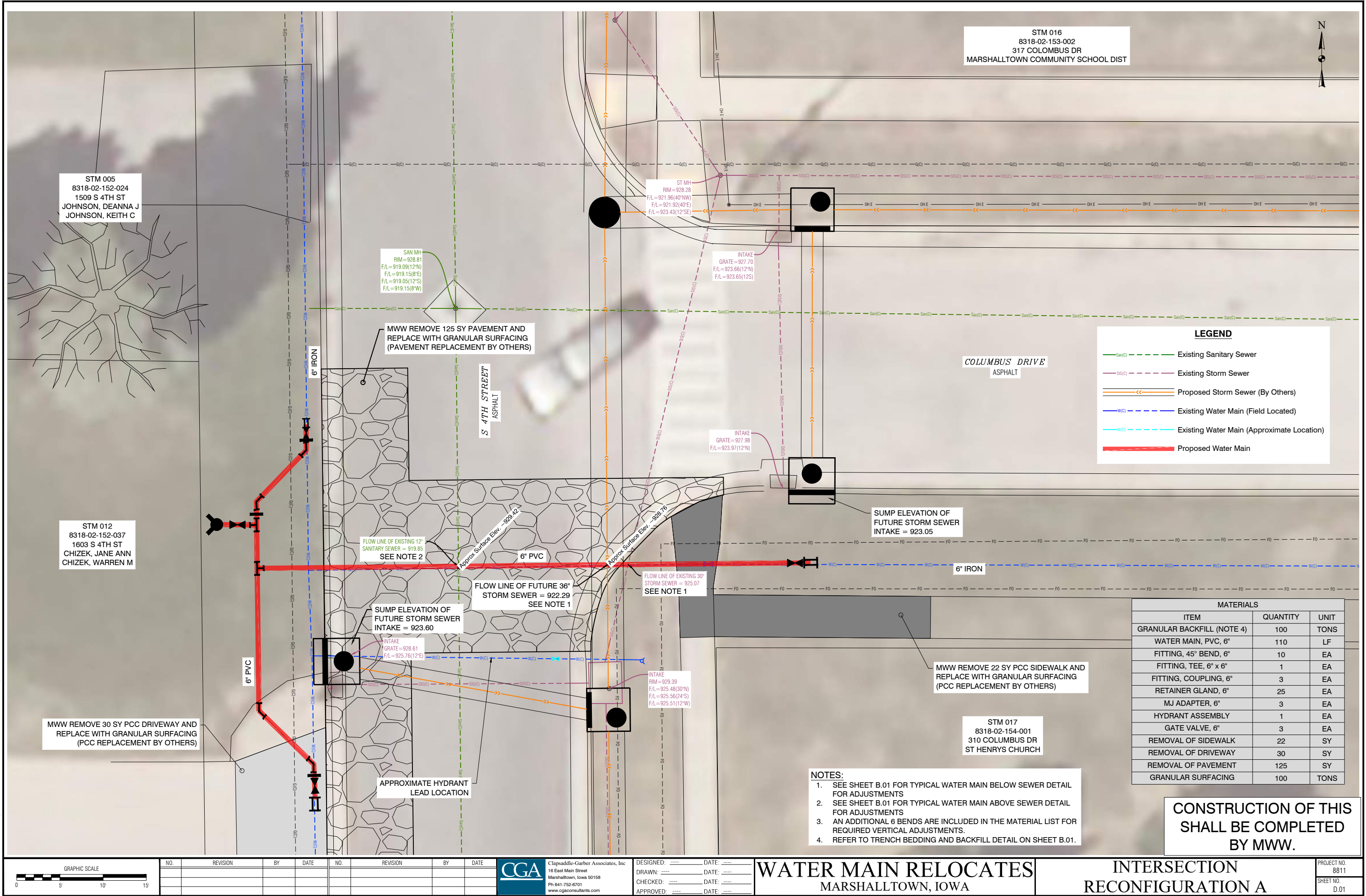
REFERENCE INFORMATION

PROJECT NO. 8811
SHEET NO. C.01

J:\8811.0\410 St. Meadow 31m Sewdrgs\Sheets\Water Main Relocates (GT)\8811 - Quantities.dwg - ER1 - 11-24-20 - 1:20pm - HAT323

ESTIMATE REFERENCE INFORMATION			
ITEM NO.	CODE	ITEM	DESCRIPTION
3.01	3010-108-A	GRANULAR BACKFILL	REFER TO THE CITY OF MARSHALLTOWN STANDARD SPECIFICATIONS WHICH SUPPLEMENTS SUDAS SECTION 3010. MATERIAL SHALL BE IN ACCORDANCE WITH SECTION 3010, 2.02 CLASS 1 MATERIAL. THIS GRANULAR MATERIAL SHALL BE USED AS SHOWN ON SHEET B.01 IN TRENCHED WATER MAIN AREAS WHERE THE WATER MAIN IS LOCATED UNDER PAVEMENT UNLESS THE CITY AUTHORIZES NATIVE BACKFILL, WHICH IS ANTICIPATED IN SOME AREAS. THE BID QUANTITY ASSUMES ALL WATER MAIN UNDER STREET PAVEMENT IS BACKFILLED WITH GRANULAR MATERIAL. CONTRACTOR SHALL TAKE CARE IN MINIMIZING THE EXCAVATION SIZES UNDER PAVEMENT. ANY WASTED GRANULAR MATERIAL AS DETERMINED BY THE CITY OR MARSHALLTOWN WATER WORKS SHALL NOT BE FOR PAYMENT. THIS ITEM SHALL ALSO BE USED TO REPLACE UNSUITABLE MATERIAL FOUND ON-SITE AS DESCRIBED IN SECTION 3010, 2.01, 2. OWNER SHALL BE GIVEN OPPORTUNITY TO REVIEW THE ON-SITE MATERIAL AND APPROVE THE USE OF THIS BID ITEM FOR ADDITIONAL GRANULAR MATERIAL. MEASUREMENT WILL BE BASED ON SCALE TICKETS FOR THE MATERIAL DELIVERED AND VERIFIED BY THE CITY TO BE INCORPORATED INTO THE AUTHORIZED AREAS OF THE PROJECT. COMPENSATION SHALL BE AT THE UNIT PRICE PER TON OF GRANULAR BACKFILL FURNISHED, COMPACTED, AND PLACED.
5.01 - 5.02	5010-108-A-1	WATER MAIN, PVC, 8" & 6"	REFER TO MWWSS WHICH SUPPLEMENTS SUDAS SECTION 5010. PVC SHALL BE A MINIMUM WALL THICKNESS OF DR 14 WITH PUSH ON AWWA C900 JOINTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING MECHANICALLY OR INTEGRALLY RESTRAINED JOINTS WITH ALL NECESSARY ADAPTERS OR ACCESSORIES FOR THE LOCATIONS SHOWN ON THE PLANS REQUIRING RESTRAINT. WHEN UNDER PAVEMENT, GRANULAR BACKFILL MATERIAL SHALL BE USED UP TO THE BOTTOM OF PROPOSED SUBBASE UNLESS THE CITY AUTHORIZES NATIVE BACKFILL. GRANULAR BACKFILL SHALL BE PAID FOR UNDER THE APPLICABLE BID ITEM. ELSEWHERE, WATER MAIN SHALL BE INSTALLED WITH CLASS P-1 BEDDING AND SUITABLE BACKFILL MATERIAL IN ACCORDANCE WITH SECTION 3010 AND CONSIDERED INCIDENTAL TO THIS BID ITEM. BACKFILL SHALL BE DONE IN LIFTS NOT EXCEEDING 4 INCHES IN LOOSE THICKNESS TO A HEIGHT OF 12 INCHES ABOVE THE PIPE. FILLING SHALL BE CARRIED ON SIMULTANEOUSLY ON BOTH SIDES OF THE PIPE. THE REMAINDER OF THE FILL SHALL BE CONSOLIDATED IN 8-INCH LIFTS WITH MECHANICAL COMPACTING EQUIPMENT TO 90 PERCENT OF STANDARD PROCTOR DENSITY OF 110 PERCENT OF ADJACENT UNDISTURBED EARTH. WHERE THE PIPE IS PLACED BENEATH OR WITHIN 5 FEET OF THE EDGE OF PAVEMENT NOT IN THE RIGHT-OF-WAY, MECHANICAL TAMPING SHALL CONTINUE IN 6-INCH LIFTS TO 95 PERCENT OF STANDARD PROCTOR DENSITY OR 115 PERCENT OF ADJACENT UNDISTURBED SOIL USED TO THE SURFACE. TRACER WIRE SHALL BE REQUIRED. CONCRETE THRUST BLOCKING SHALL BE REQUIRED IN ACCORDANCE WITH MWWSS AND SUDAS SECTION 5010 UNLESS OTHERWISE NOTED ON THE DRAWINGS AND PAID FOR UNDER THE DIP FITTINGS BID ITEMS. REMOVAL AND ABANDONMENT OF EXISTING WATER MAIN SHALL BE CONSIDERED INCIDENTAL TO THIS BID ITEM. TESTING SHALL BE COMPLETED IN ACCORDANCE WITH SECTION 5030. MEASUREMENT WILL BE MADE ALONG THE CENTERLINE OF THE PIPE FOR EACH PIPE SIZE AND SHALL NOT INCLUDE MEASUREMENT THROUGH FITTINGS. COMPENSATION SHALL BE AT THE CONTRACT UNIT PRICE PER LINEAR FOOT, ROUNDED UP TO THE NEAREST FOOT OF PIPE FURNISHED, INSTALLED, TESTED, AND DISINFECTED.
5.03 - 5.07	5010-108-C-1	DIP FITTINGS	REFER TO MWWSS WHICH SUPPLEMENTS SUDAS SECTION 5010. COMPACT FITTINGS SHALL BE UTILIZED CONFORMING TO AWWA C153. FITTINGS SHALL HAVE MECHANICAL JOINTS. RETAINER GLANDS SHALL BE PAID FOR IN THE APPLICABLE BID ITEMS. COR-BLUE BOLTS SHALL BE USED. POLYETHYLENE WRAP SHALL BE REQUIRED. CONCRETE THRUST BLOCKING SHALL BE REQUIRED IN ACCORDANCE WITH MWWSS UNLESS NOTED OTHERWISE IN THE PLANS AND IS CONSIDERED INCIDENTAL TO THIS BID ITEM. CONCRETE THRUST BOCKS SHALL BE INSTALLED IN ACCORDANCE WITH MWWSS WHICH SUPPLEMENTS SUDAS SECTION 5010. SHALL MID-SPAN THRUST BLOCKS BE USED, THEY SHALL INCLUDE A EBAA SERIES 19MJ00 RESTRAINT FOR PVC PIPE AND EBAA SERIES 1100SDB FOR DIP PIPE OR ENGINEER'S APPROVED EQUIVALENT AND BE INCIDENTAL TO THE THRUST BLOCK / FITTING. CARE SHALL BE TAKEN WHEN PLACING CONCRETE THRUST BLOCKS TO ACCOMMODATE OTHER PLANNED UTILITY IMPROVEMENTS IN THE AREA. METHOD OF MEASUREMENT AND PAYMENT SHALL BE PER EACH FITTING FURNISHED, INSTALLED, TESTED, AND DISINFECTED.
5.08 - 5.09	5010-108-C-1	FITTING, COUPLING, 8" & 6"	REFER TO MWWSS WHICH SUPPLEMENTS SUDAS SECTION 5010. BODY SHALL BE DUCTILE AND GASKETS MADE OF NEW RUBBER COMPOUNDED FOR WATER SERVICE. COUPLINGS SHALL BE RESTRAINED AND RATED FOR A MINIMUM OF 305 PSI. THEY SHALL BE ROMAC MACRO HP. POLYETHYLENE WRAP SHALL BE REQUIRED. METHOD OF MEASUREMENT AND PAYMENT SHALL BE PER EACH COUPLING FURNISHED, INSTALLED, AND TESTED.
5.10 - 5.11	5010-108-C-1	RETAINER GLAND, 8" & 6"	REFER TO MWWSS WHICH SUPPLEMENTS SUDAS SECTION 5010. RETAINER GLANDS SHALL BE EBAA 2000PV MEGALUG, OR ENGINEER'S APPROVED EQUIVALENT. POLYETHYLENE WRAP SHALL BE REQUIRED. METHOD OF MEASUREMENT AND PAYMENT SHALL BE PER EACH RETAINER GLAND FURNISHED AND INSTALLED.
5.12 - 5.13	5010-1008-C-1	MECHANICAL JOINT ADAPTER, 8" & 6"	REFER TO MWWSS WHICH SUPPLEMENTS SUDAS SECTION 5010. MECHANICAL JOINT ADAPTERS SHALL MEET THE REQUIREMENTS FOR DIP FITTINGS IN ACCORDANCE WITH 5010, 2.03 AND BE INSTALLED WITH COR-BLUE BOLTS. GASKETS SHALL BE IN ACCORDANCE WITH AWWA C111. MECHANICAL JOINT ADAPTERS SHALL BE FOSTER, STAR PIPE SERIES 100, OR ENGINEER APPROVED EQUIVALENT. INSTALLATION SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS. POLYETHYLENE WRAP SHALL BE REQUIRED. METHOD OF MEASUREMENT AND PAYMENT SHALL BE PER EACH SIZE OF MECHANICAL JOINT ADAPTER FURNISHED AND INSTALLED WITH REQUIRED ACCESSORIES.
5.14	5020-108-C-0	HYDRANT ASSEMBLY	REFER TO MWWSS WHICH SUPPLEMENTS SUDAS SECTION 5020. FIRE HYDRANT SHALL BE AMERICAN DARLING B84B TRAFFIC MODEL, CLOW MEDALLION - TRAFFIC MODEL, OR MUELLER SUPER CENTURION - TRAFFIC MODEL. RESILIENT WEDGE VALVE SHALL BE CLOW F-6100 (OPEN LEFT). REFER TO FIGURE #9 IN MARSHALLTOWN WATER WORKS RULES AND REGULATIONS FOR ADDITIONAL INFORMATION. METHOD OF MEASUREMENT AND PAYMENT SHALL BE PER EACH HYDRANT ASSEMBLY FURNISHED, INSTALLED, AND TESTED.
5.15 - 5.16	5020-108-A-0	VALVE, GATE, 8" & 6"	REFER TO MWWSS WHICH SUPPLEMENTS SUDAS SECTION 5020. GATE VALVES SHALL BE CLOW F-6100 (OPEN LEFT). VALVE BOX SHALL BE TYPE R6850 SERIES. REFER TO FIGURE #15 IN MARSHALLTOWN WATER WORKS RULES AND REGULATIONS FOR ADDITIONAL INFORMATION. ITEM SHALL INCLUDE COMPLETE INSTALLATION INCLUDING SQUARE OPERATING NUT, VALVE BOX AND COVER, VALVE BOX EXTENSION, VALVE STEM EXTENSION, AND ANY MISCELLANEOUS APPURTENANCES. COMPENSATION SHALL BE PER EACH SIZE AND TYPE OF VALVE BOX FURNISHED, INSTALLED, AND TESTED.
5.17	5010-108-E-1	WATER SERVICE PIPE, TYPE K COPPER, 3/4"	REFER TO MWWSS WHICH SUPPLEMENTS SUDAS SECTION 5010. WATER SERVICES SHALL BE TYPE K COPPER. TRANSITION BETWEEN NEW AND OLD SERVICE LINES SHALL BE COMPLETED WITH MANUFACTURED TRANSITION FITTING AND BE INCIDENTAL TO THIS BID ITEM. COMPENSATION SHALL BE AT THE CONTRACT UNIT PRICE PER LINEAR FOOT, ROUNDED UP TO THE NEAREST FOOT OF SERVICE PIPE FURNISHED AND INSTALLED.
5.18	5010-108-E-3	WATER SERVICE CURB STOP AND BOX, 3/4"	REFER TO MWWSS WHICH SUPPLEMENTS SUDAS SECTION 5010. CURB STOP SHALL BE FORD B22 SERIES. CURB STOP BOXES SHALL BE MUELLER TYPE 10306 (WITH ROD). COMPENSATION SHALL BE PER EACH CURB STOP AND BOX FURNISHED AND INSTALLED.
5.19	5010-108-E-2	WATER SERVICE CORPORATION, 3/4"	REFER TO MWWSS WHICH SUPPLEMENTS SUDAS SECTION 5010. CORPORATION SHALL BE MUELLER TYPE H-15000. SERVICE SADDLE SHALL BE SMITH-BLAIR TYPE 317. SERVICE SADDLE, TAPPING THE WATER MAIN, AND CORPORATION SHALL BE CONSIDERED INCIDENTAL TO THIS ITEM. COMPENSATION SHALL BE PER EACH CORPORATION AND SADDLE FURNISHED AND INSTALLED.
7.01 - 7.02	7030-108-A-0	REMOVAL OF SIDEWALK AND DRIVEWAYS	REFER TO THE CITY OF MARSHALLTOWN STANDARD SPECIFICATIONS WHICH SUPPLEMENTS SUDAS SECTION 7030. THESE BID ITEMS INCLUDE REMOVALS AS INDICATED ON THE PLANS. ANY ADJACENT SIDEWALK OR DRIVEWAY DAMAGED OUTSIDE OF LIMITS INDICATED ON THE PLANS OR AUTHORIZED BY THE CITY SHALL BE REMOVED AND REPLACED AT THE CONTRACTOR'S EXPENSE. ALL REMOVED SIDEWALK AND DRIVEWAYS SHALL BE DISPOSED OF OFF-SITE IN COMPLIANCE WITH LOCAL, STATE, AND FEDERAL GUIDELINES. METHOD OF MEASUREMENT AND PAYMENT SHALL BE PER SQUARE YARD OF SIDEWALK AND DRIVEWAYS REMOVED AND DISPOSED OF, PER PLAN QUANTITY, WITHOUT FIELD MEASUREMENT.
7.03	7040-108-H-0	REMOVAL OF PAVEMENT	REFER TO THE CITY OF MARSHALLTOWN STANDARD SPECIFICATIONS WHICH SUPPLEMENTS SUDAS SECTION 7040. THIS BID ITEM INCLUDES REMOVALS AS INDICATED ON THE PLANS. ANY ADJACENT PAVEMENT DAMAGED OUTSIDE OF LIMITS INDICATED ON THE PLANS OR AS AUTHORIZED BY THE CITY SHALL BE REMOVED AND REPLACED AT THE CONTRACTOR'S EXPENSE. ALL REMOVED PAVEMENT SHALL BE DISPOSED OF OFF-SITE IN COMPLIANCE WITH LOCAL, STATE, AND FEDERAL GUIDELINES. METHOD OF MEASUREMENT AND PAYMENT SHALL BE PER SQUARE YARD OF PAVEMENT REMOVED AND DISPOSED OF, PER PLAN QUANTITY, WITHOUT FIELD MEASUREMENT.
7.04	7030-108-H-2	GRANULAR SURFACING	REFER TO THE CITY OF MARSHALLTOWN STANDARD SPECIFICATIONS WHICH SUPPLEMENTS SUDAS SECTION 7030 AND DETAILS ON THE PLANS. GRANULAR SURFACING SHALL BE USED FOR AREAS OF THE SIDEWALK, DRIVEWAYS, AND STREET PAVEMENT THAT ARE TO BE REMOVED AS A PART OF THIS PROJECT AND NOT PAVED BEFORE FUTURE STORM SEWER PROJECT TAKES PLACE. MEASUREMENT SHALL BE BASED ON SCALE TICKETS FURNISHED BY THE CONTRACTOR AND VERIFIED BY THE OWNER AS EACH LOAD IS DELIVERED. METHOD OF MEASUREMENT AND PAYMENT SHALL BE PER TON OF GRANULAR SURFACING INSTALLED.
8.01	8030-108-A	TEMPORARY TRAFFIC CONTROL	REFER TO THE CITY OF MARSHALLTOWN STANDARD SPECIFICATION SECTION 8030. THIS ITEM INCLUDES PROVIDING, INSTALLING, MAINTAINING, AND REMOVING ALL PEDESTRIAN AND VEHICULAR TRAFFIC CONTROL ITEMS. CONTRACTOR SHALL COORDINATE WITH THE CITY OF MARSHALLTOWN. COMPENSATION SHALL BE AT THE CONTRACT LUMP SUM PRICE WITH PARTIAL PAYMENTS MADE AT 50% WHEN TRAFFIC CONTROL IS INSTALLED AND THE REMAINING 50% WHEN TRAFFIC CONTROL IS REMOVED.
9.01	9010-108-B	TEMPORARY SEEDING	REFER TO THE CITY OF MARSHALLTOWN STANDARD SPECIFICATIONS WHICH SUPPLEMENTS SUDAS SECTION 9010. SEED MIX SHALL BE TYPE 4 AND BE COMPLETED AFTER THE TRENCHES HAVE BEEN BACKFILLED IF ADDITIONAL STORM SEWER WORK IS NOT ANTICIPATED IN THE AREA FOR 14 DAYS. COMPENSATION SHALL BE AT THE CONTRACT LUMP SUM PRICE.

J:\8811.0 4th St Meadow Ssm SewVlgs\Sheets\Water Main Relocates.dwg - Columbus & 4th - 11-10-20 - 4:19pm - GTJBS1



NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE

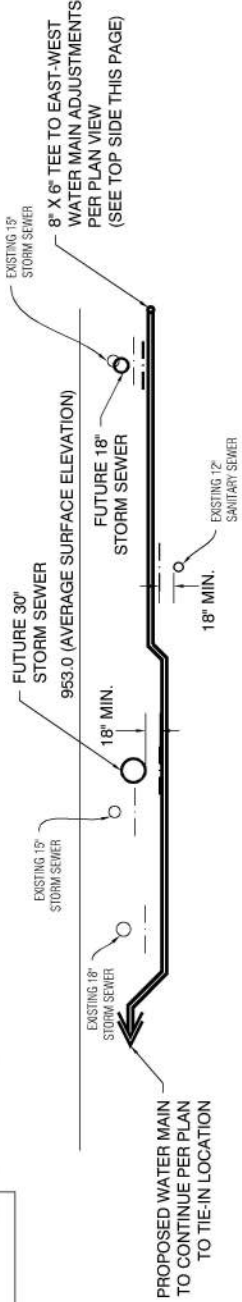
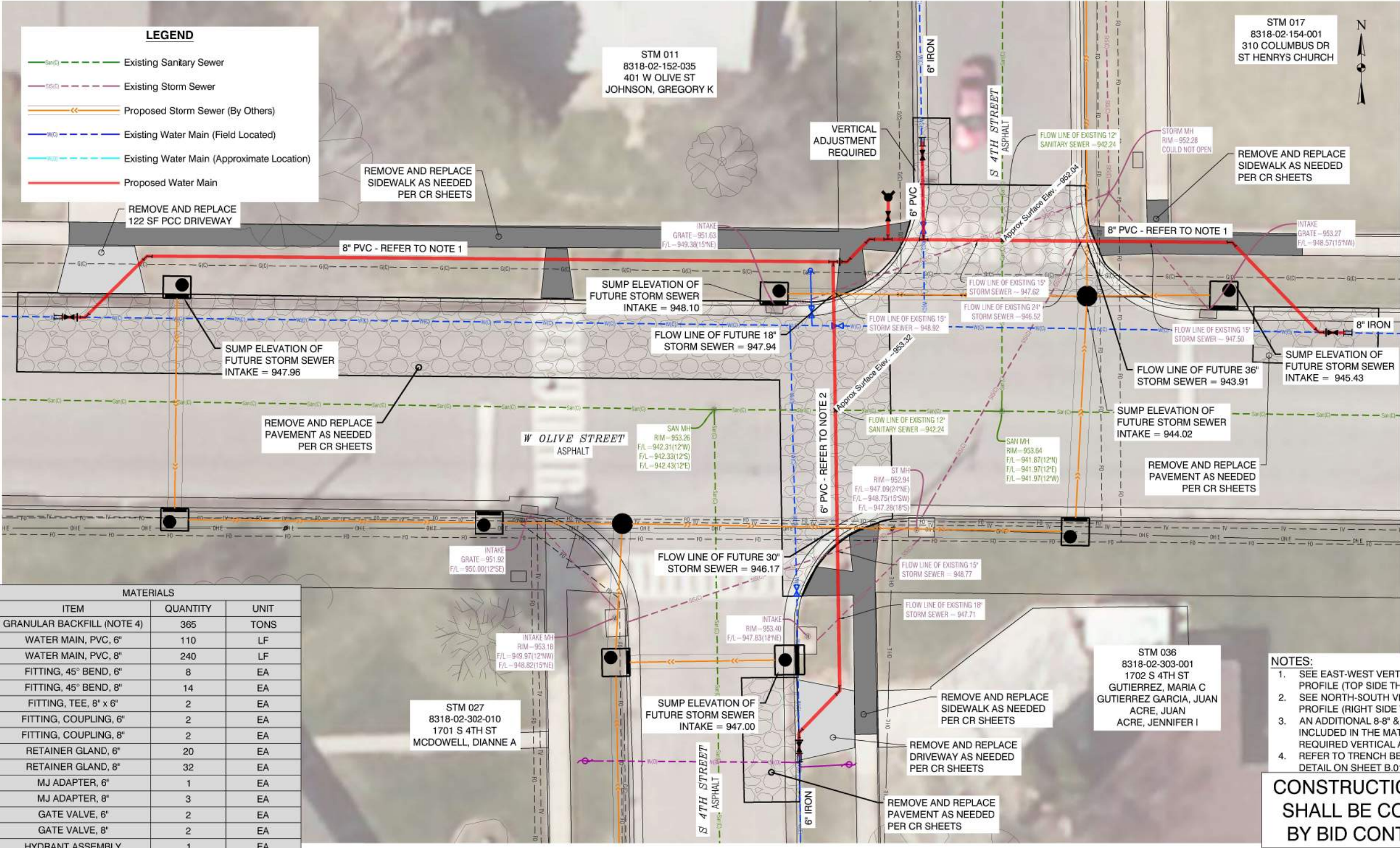
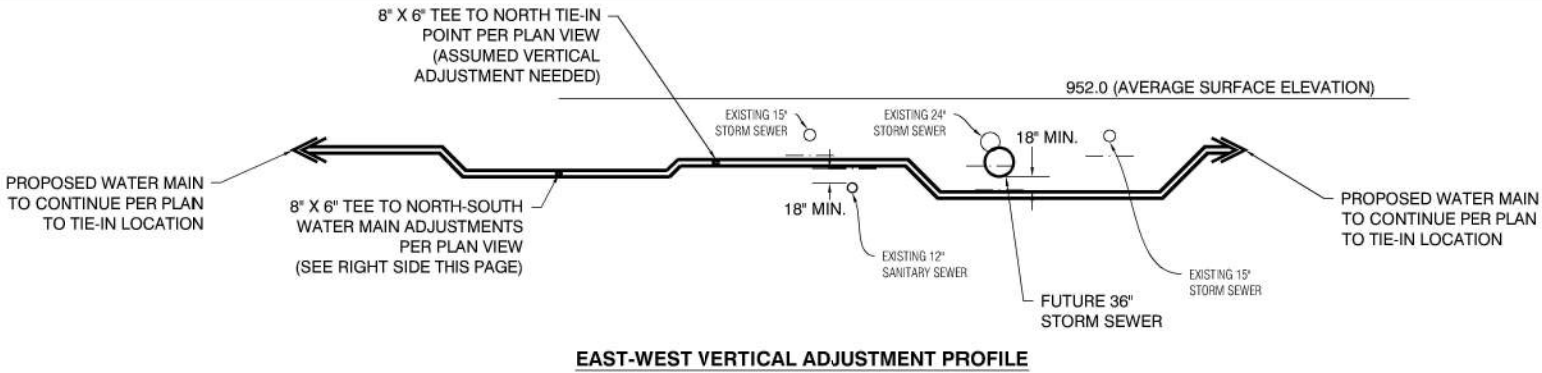
CGA
Clapsaddle-Garber Associates, Inc.
16 East Main Street
Marshalltown, Iowa 50158
Ph 641-752-4701
www.cgaconsultants.com

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DRAWN: _____ DATE: _____
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WATER MAIN RELOCATES
MARSHALLTOWN, IOWA

INTERSECTION
RECONFIGURATION A

PROJECT NO.
8811
SHEET NO.
D.01



MATERIALS		
ITEM	QUANTITY	UNIT
GRANULAR BACKFILL (NOTE 4)	365	TONS
WATER MAIN, PVC, 6"	110	LF
WATER MAIN, PVC, 8"	240	LF
FITTING, 45° BEND, 6"	8	EA
FITTING, 45° BEND, 8"	14	EA
FITTING, TEE, 8" x 6"	2	EA
FITTING, COUPLING, 6"	2	EA
FITTING, COUPLING, 8"	2	EA
RETAINER GLAND, 6"	20	EA
RETAINER GLAND, 8"	32	EA
MJ ADAPTER, 6"	1	EA
MJ ADAPTER, 8"	3	EA
GATE VALVE, 6"	2	EA
GATE VALVE, 8"	2	EA
HYDRANT ASSEMBLY	1	EA



NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE

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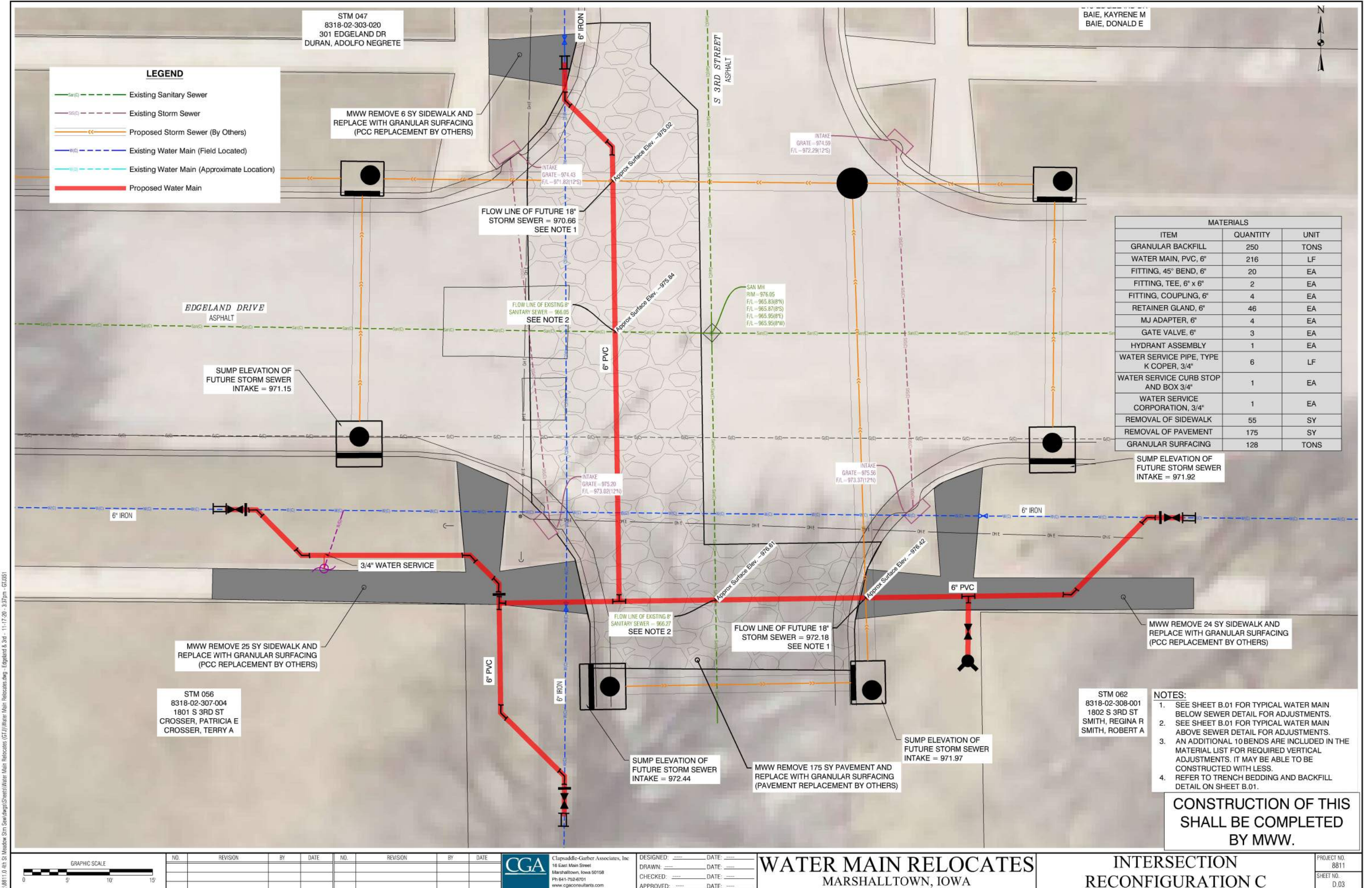
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APPROVED: _____	DATE: _____

WATER MAIN RELOCATES MARSHALLTOWN, IOWA

INTERSECTION RECONFIGURATION B

PROJECT NO. 8811
SHEET NO. D.02

J:\0811.0.dwg - St. Meadow 30m Sawdust/Sheet/Water Main Relocates.dwg - W Olive & 4th - 11-24-20 - 118mm - HAI323



LEGEND

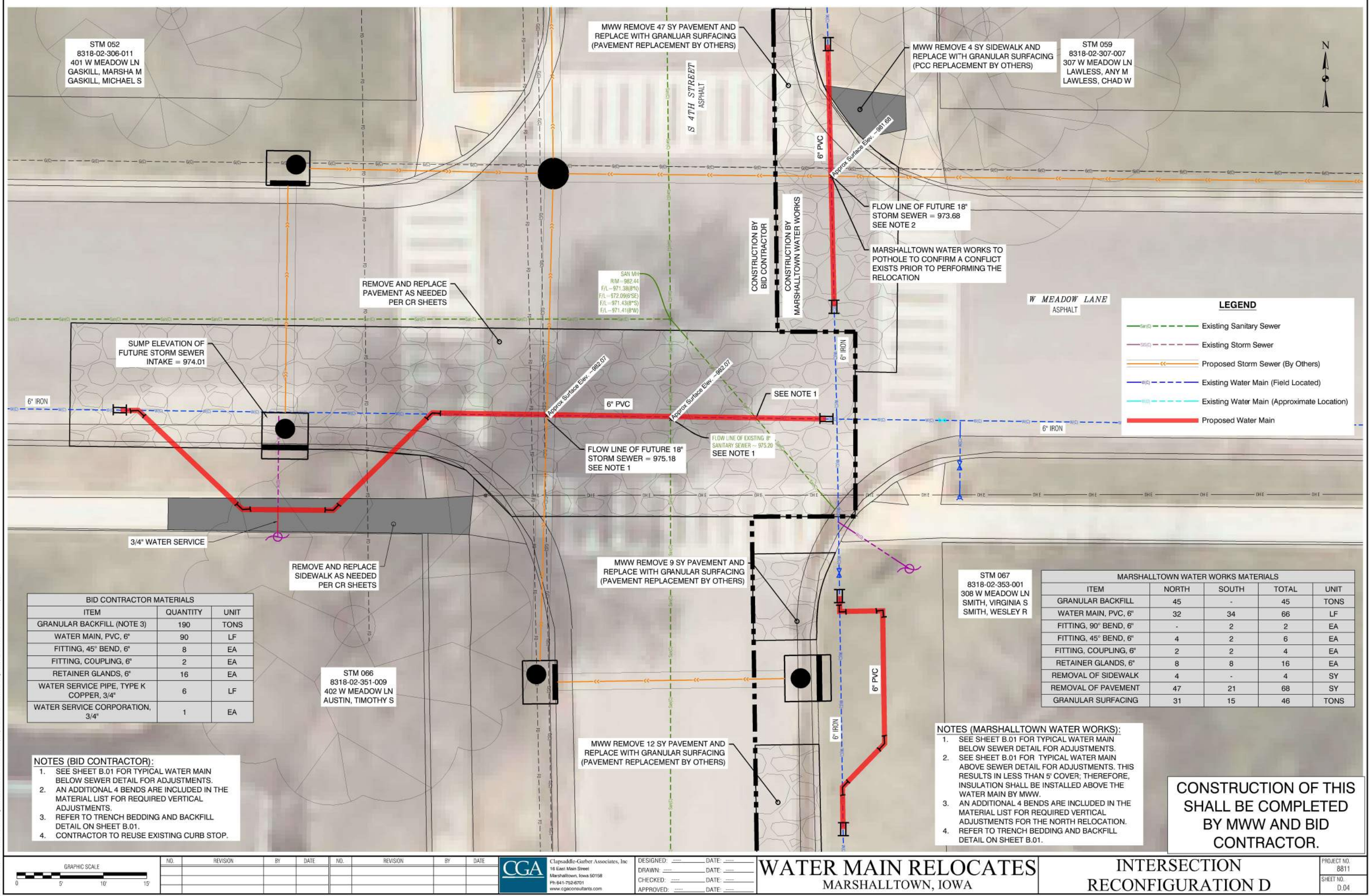
- Existing Sanitary Sewer
- Existing Storm Sewer
- Proposed Storm Sewer (By Others)
- Existing Water Main (Field Located)
- Existing Water Main (Approximate Location)
- Proposed Water Main

MATERIALS		
ITEM	QUANTITY	UNIT
GRANULAR BACKFILL	250	TONS
WATER MAIN, PVC, 6"	216	LF
FITTING, 45° BEND, 6"	20	EA
FITTING, TEE, 6" x 6"	2	EA
FITTING, COUPLING, 6"	4	EA
RETAINER GLAND, 6"	46	EA
MJ ADAPTER, 6"	4	EA
GATE VALVE, 6"	3	EA
HYDRANT ASSEMBLY	1	EA
WATER SERVICE PIPE, TYPE K COPER, 3/4"	6	LF
WATER SERVICE CURB STOP AND BOX 3/4"	1	EA
WATER SERVICE CORPORATION, 3/4"	1	EA
REMOVAL OF SIDEWALK	55	SY
REMOVAL OF PAVEMENT	175	SY
GRANULAR SURFACING	128	TONS

- NOTES:
- SEE SHEET B.01 FOR TYPICAL WATER MAIN BELOW SEWER DETAIL FOR ADJUSTMENTS.
 - SEE SHEET B.01 FOR TYPICAL WATER MAIN ABOVE SEWER DETAIL FOR ADJUSTMENTS.
 - AN ADDITIONAL 10 BENDS ARE INCLUDED IN THE MATERIAL LIST FOR REQUIRED VERTICAL ADJUSTMENTS. IT MAY BE ABLE TO BE CONSTRUCTED WITH LESS.
 - REFER TO TRENCH BEDDING AND BACKFILL DETAIL ON SHEET B.01.

CONSTRUCTION OF THIS SHALL BE COMPLETED BY MWW.

J:\0811.0.4th St Meadow 30m SawdagsSheets\Water Main Relocates (GJ)\Water Main Relocates.dwg - Meadow & 4th - 11/24/20 - 11/30m - HAT323



STM 052
8318-02-306-011
401 W MEADOW LN
GASKILL, MARSHA M
GASKILL, MICHAEL S

MWW REMOVE 47 SY PAVEMENT AND
REPLACE WITH GRANULAR SURFACING
(PAVEMENT REPLACEMENT BY OTHERS)

MWW REMOVE 4 SY SIDEWALK AND
REPLACE WITH GRANULAR SURFACING
(PCC REPLACEMENT BY OTHERS)

STM 059
8318-02-307-007
307 W MEADOW LN
LAWLESS, ANY M
LAWLESS, CHAD W

REMOVE AND REPLACE
PAVEMENT AS NEEDED
PER CR SHEETS

SUMP ELEVATION OF
FUTURE STORM SEWER
INTAKE = 974.01

SAN MH
RIM = 982.44
F/L = 971.38(8")
F/L = 972.09(6"SE)
F/L = 971.43(8"SE)
F/L = 971.41(8"W)

FLOW LINE OF FUTURE 18"
STORM SEWER = 973.68
SEE NOTE 2

MARSHALLTOWN WATER WORKS TO
POTHOLE TO CONFIRM A CONFLICT
EXISTS PRIOR TO PERFORMING THE
RELOCATION

W MEADOW LANE
ASPHALT

LEGEND

- San(C) Existing Sanitary Sewer
- Stm(C) Existing Storm Sewer
- Proposed Storm Sewer (By Others)
- W(C) Existing Water Main (Field Located)
- W(A) Existing Water Main (Approximate Location)
- Proposed Water Main

BID CONTRACTOR MATERIALS		
ITEM	QUANTITY	UNIT
GRANULAR BACKFILL (NOTE 3)	190	TONS
WATER MAIN, PVC, 6"	90	LF
FITTING, 45° BEND, 6"	8	EA
FITTING, COUPLING, 6"	2	EA
RETAINER GLANDS, 6"	16	EA
WATER SERVICE PIPE, TYPE K COPPER, 3/4"	6	LF
WATER SERVICE CORPORATION, 3/4"	1	EA

- NOTES (BID CONTRACTOR):**
- SEE SHEET B.01 FOR TYPICAL WATER MAIN BELOW SEWER DETAIL FOR ADJUSTMENTS.
 - AN ADDITIONAL 4 BENDS ARE INCLUDED IN THE MATERIAL LIST FOR REQUIRED VERTICAL ADJUSTMENTS.
 - REFER TO TRENCH BEDDING AND BACKFILL DETAIL ON SHEET B.01.
 - CONTRACTOR TO REUSE EXISTING CURB STOP.

STM 066
8318-02-351-009
402 W MEADOW LN
AUSTIN, TIMOTHY S

MWW REMOVE 9 SY PAVEMENT AND
REPLACE WITH GRANULAR SURFACING
(PAVEMENT REPLACEMENT BY OTHERS)

MWW REMOVE 12 SY PAVEMENT AND
REPLACE WITH GRANULAR SURFACING
(PAVEMENT REPLACEMENT BY OTHERS)

STM 067
8318-02-353-001
308 W MEADOW LN
SMITH, VIRGINIA S
SMITH, WESLEY R

MARSHALLTOWN WATER WORKS MATERIALS				
ITEM	NORTH	SOUTH	TOTAL	UNIT
GRANULAR BACKFILL	45	-	45	TONS
WATER MAIN, PVC, 6"	32	34	66	LF
FITTING, 90° BEND, 6"	-	2	2	EA
FITTING, 45° BEND, 6"	4	2	6	EA
FITTING, COUPLING, 6"	2	2	4	EA
RETAINER GLANDS, 6"	8	8	16	EA
REMOVAL OF SIDEWALK	4	-	4	SY
REMOVAL OF PAVEMENT	47	21	68	SY
GRANULAR SURFACING	31	15	46	TONS

- NOTES (MARSHALLTOWN WATER WORKS):**
- SEE SHEET B.01 FOR TYPICAL WATER MAIN BELOW SEWER DETAIL FOR ADJUSTMENTS.
 - SEE SHEET B.01 FOR TYPICAL WATER MAIN ABOVE SEWER DETAIL FOR ADJUSTMENTS. THIS RESULTS IN LESS THAN 5' COVER; THEREFORE, INSULATION SHALL BE INSTALLED ABOVE THE WATER MAIN BY MWW.
 - AN ADDITIONAL 4 BENDS ARE INCLUDED IN THE MATERIAL LIST FOR REQUIRED VERTICAL ADJUSTMENTS FOR THE NORTH RELOCATION. REFER TO TRENCH BEDDING AND BACKFILL DETAIL ON SHEET B.01.

**CONSTRUCTION OF THIS
SHALL BE COMPLETED
BY MWW AND BID
CONTRACTOR.**



NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE

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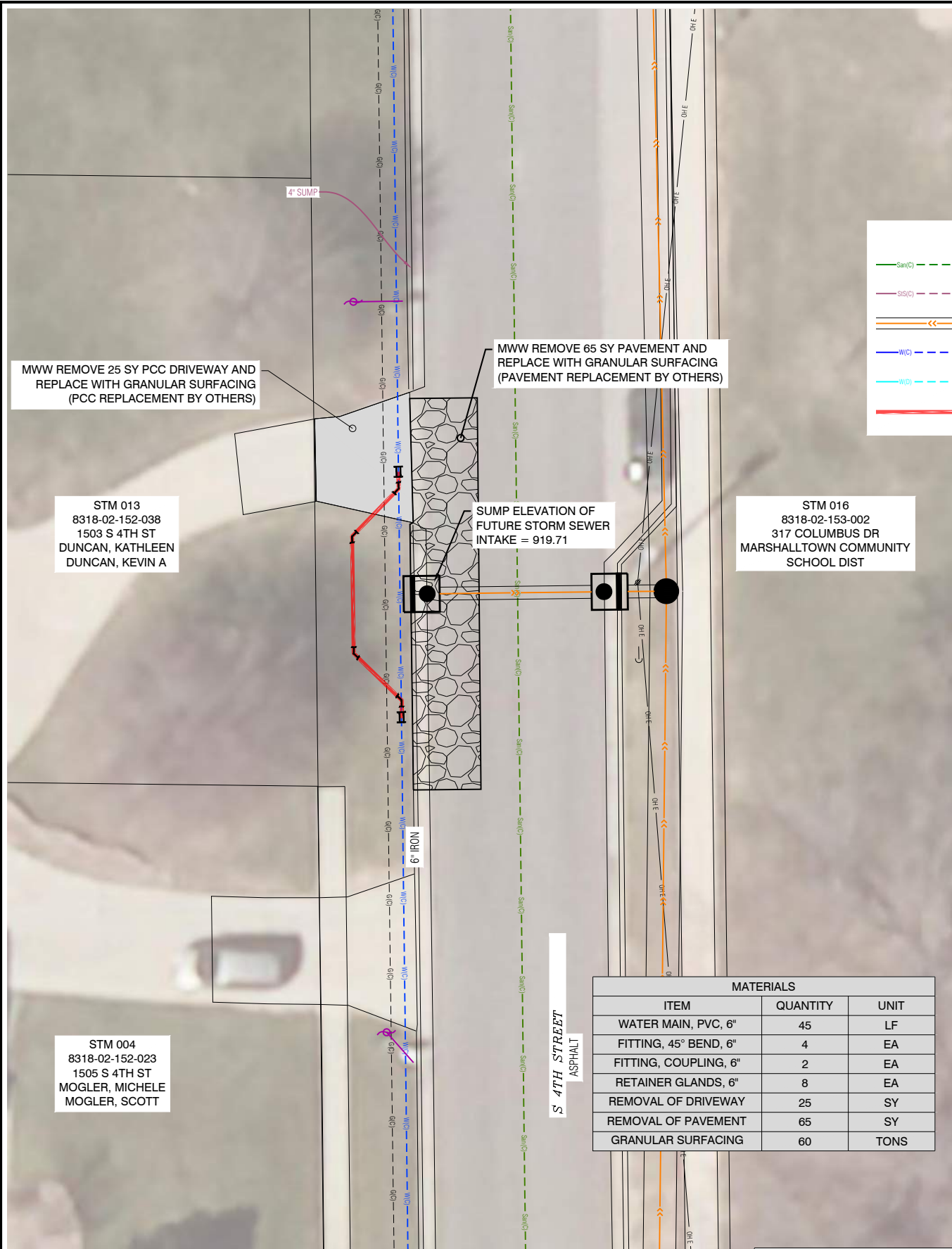
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APPROVED: _____ DATE: _____

WATER MAIN RELOCATES MARSHALLTOWN, IOWA

**INTERSECTION
RECONFIGURATION D**

PROJECT NO. 8811
SHEET NO. D.04

J:\8811.0 4th St Meadows Sm SewVlms\Sheets\Water Main Relocates.dwg - Spot Rel A & B - 11-10-20 - 4:20pm - 6/13/51

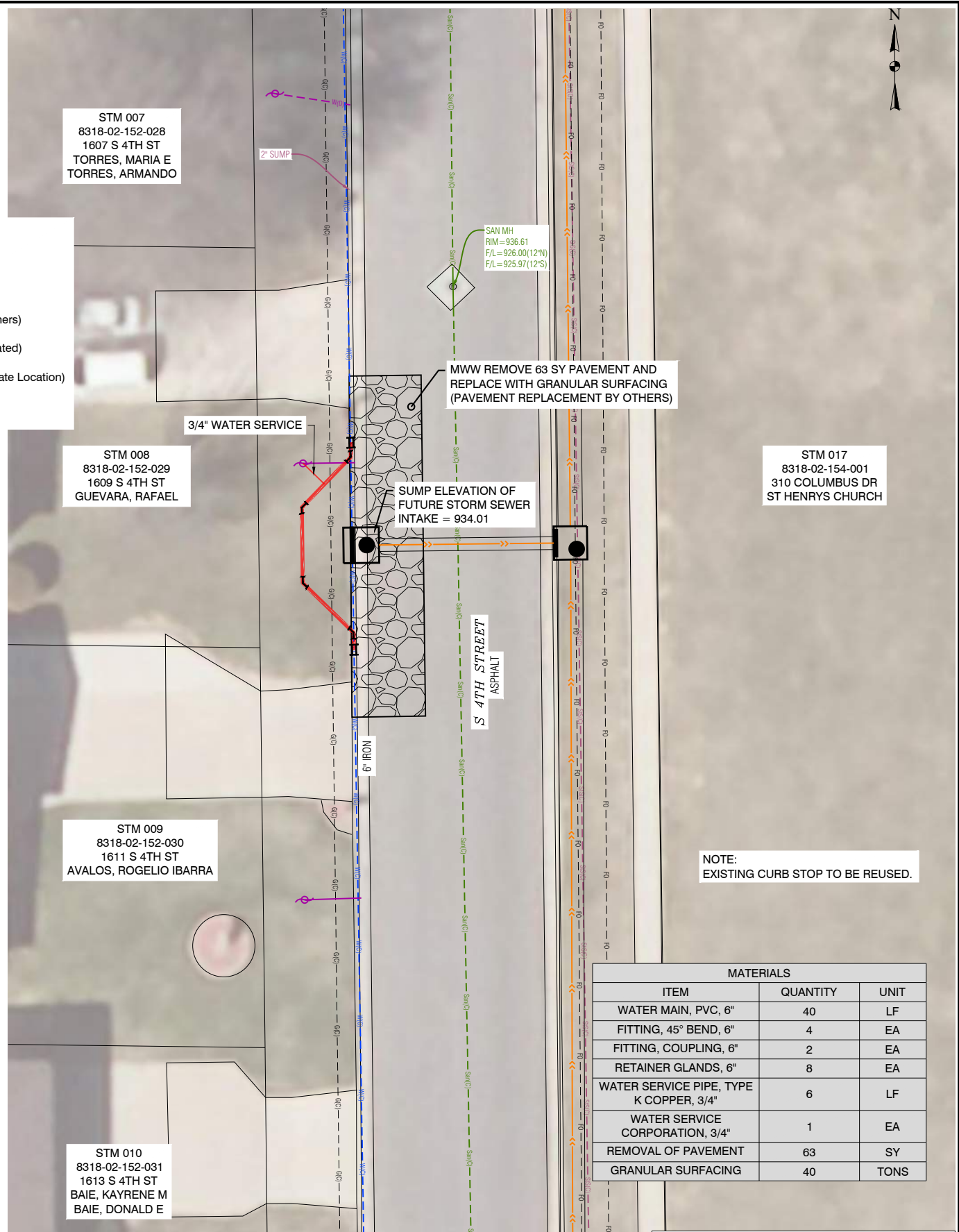


SPOT RELOCATION 'A'

CONSTRUCTION OF THIS SHALL BE COMPLETED BY MWW.

LEGEND

- San(C) --- Existing Sanitary Sewer
- StS(C) --- Existing Storm Sewer
- Proposed Storm Sewer (By Others)
- W(C) --- Existing Water Main (Field Located)
- W(C) --- Existing Water Main (Approximate Location)
- Proposed Water Main



SPOT RELOCATION 'B'

CONSTRUCTION OF THIS SHALL BE COMPLETED BY MWW.



NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE

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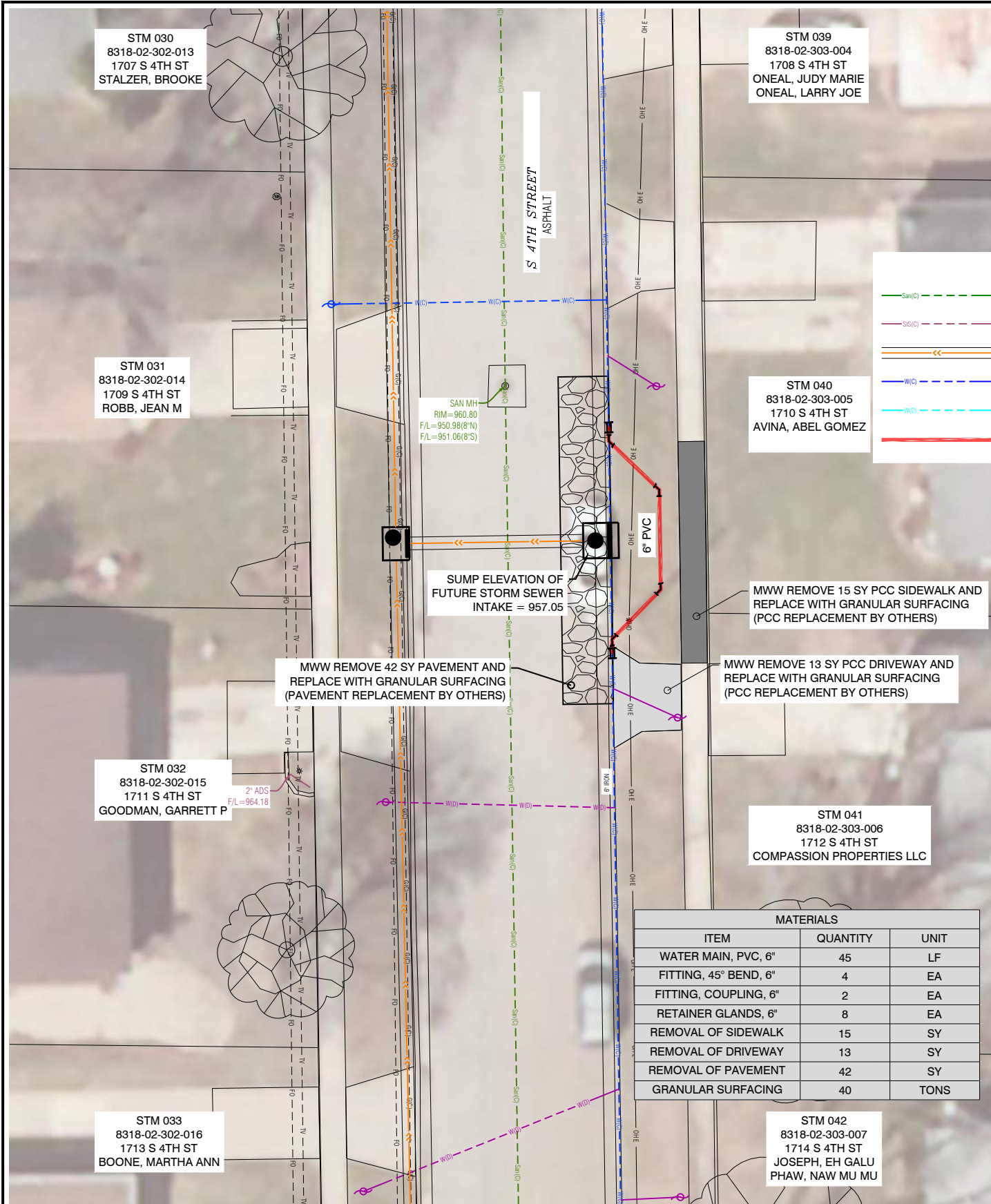
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DRAWN: _____	DATE: _____
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APPROVED: _____	DATE: _____

WATER MAIN RELOCATES MARSHALLTOWN, IOWA

SPOT RELOCATIONS A & B

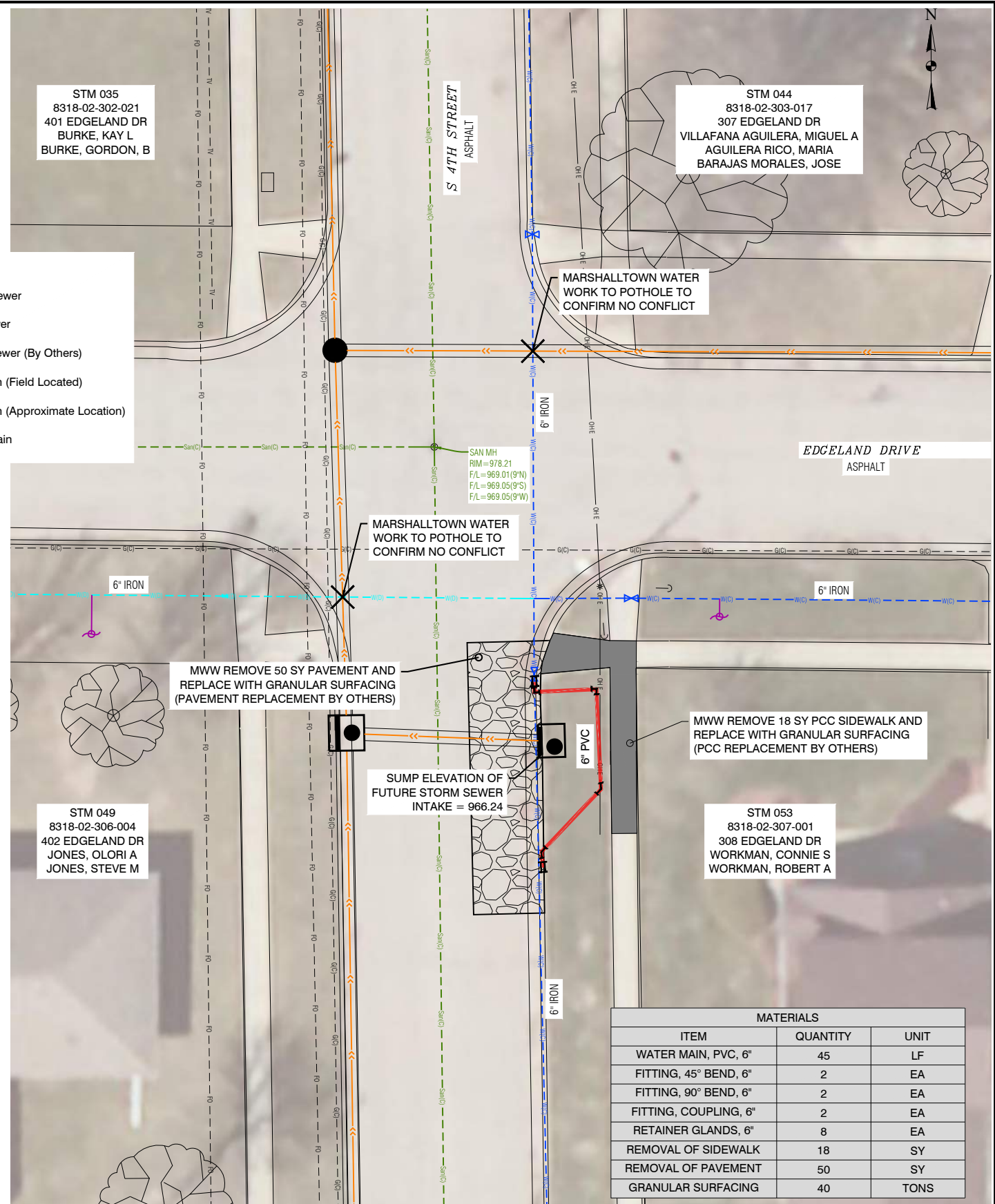
PROJECT NO. 8811
SHEET NO. D.05

J:\8811.0 4th St Meadows Sfm SewVlgs\Sheets\Water Main Relocates.dwg - Spot Reloc & D - 11:10:20 - 4:21pm - G:\351



SPOT RELOCATION 'C'

CONSTRUCTION OF THIS
SHALL BE COMPLETED
BY MWW.



SPOT RELOCATION 'D'

CONSTRUCTION OF THIS
SHALL BE COMPLETED
BY MWW.



NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE



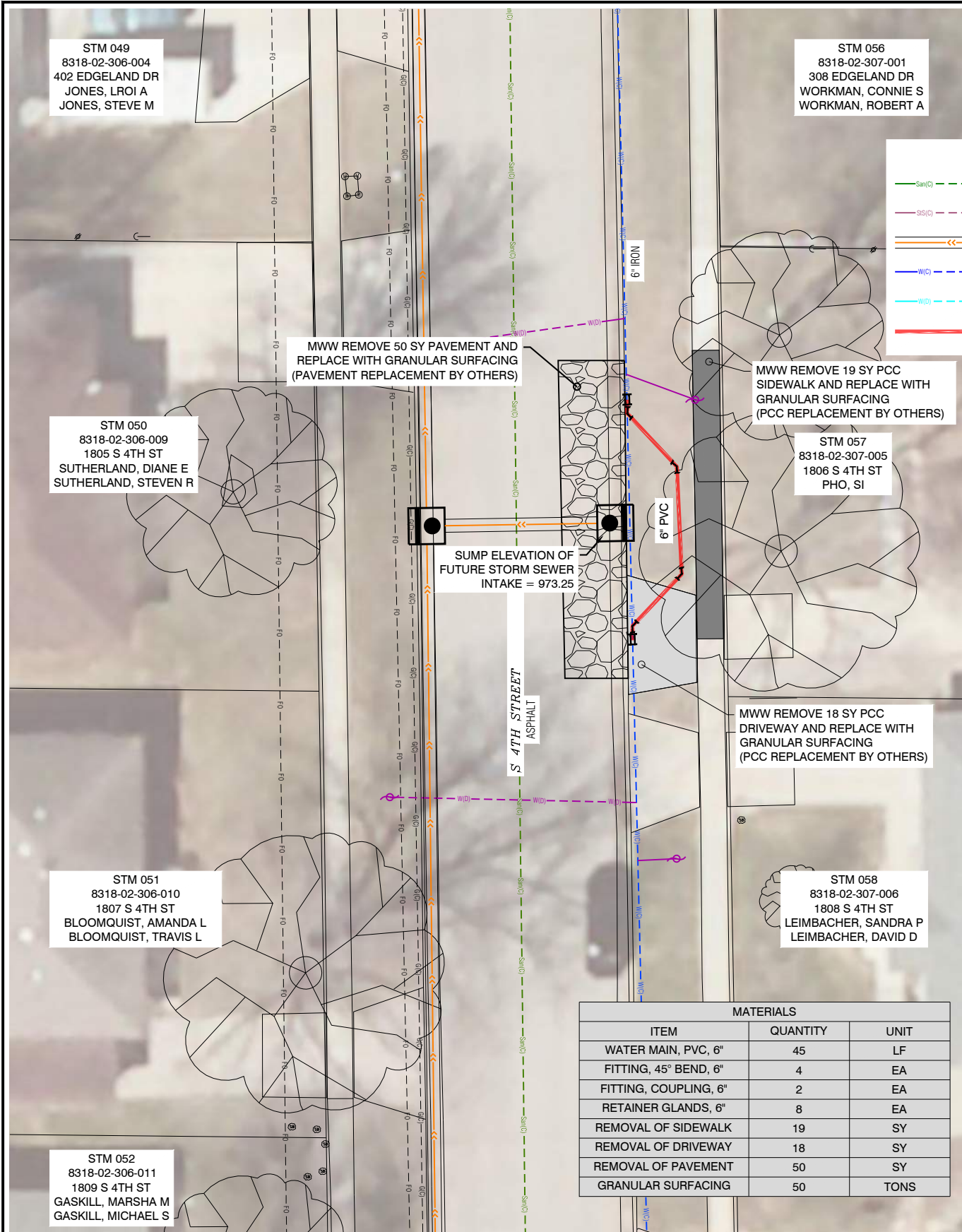
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WATER MAIN RELOCATES
MARSHALLTOWN, IOWA

SPOT RELOCATIONS C & D

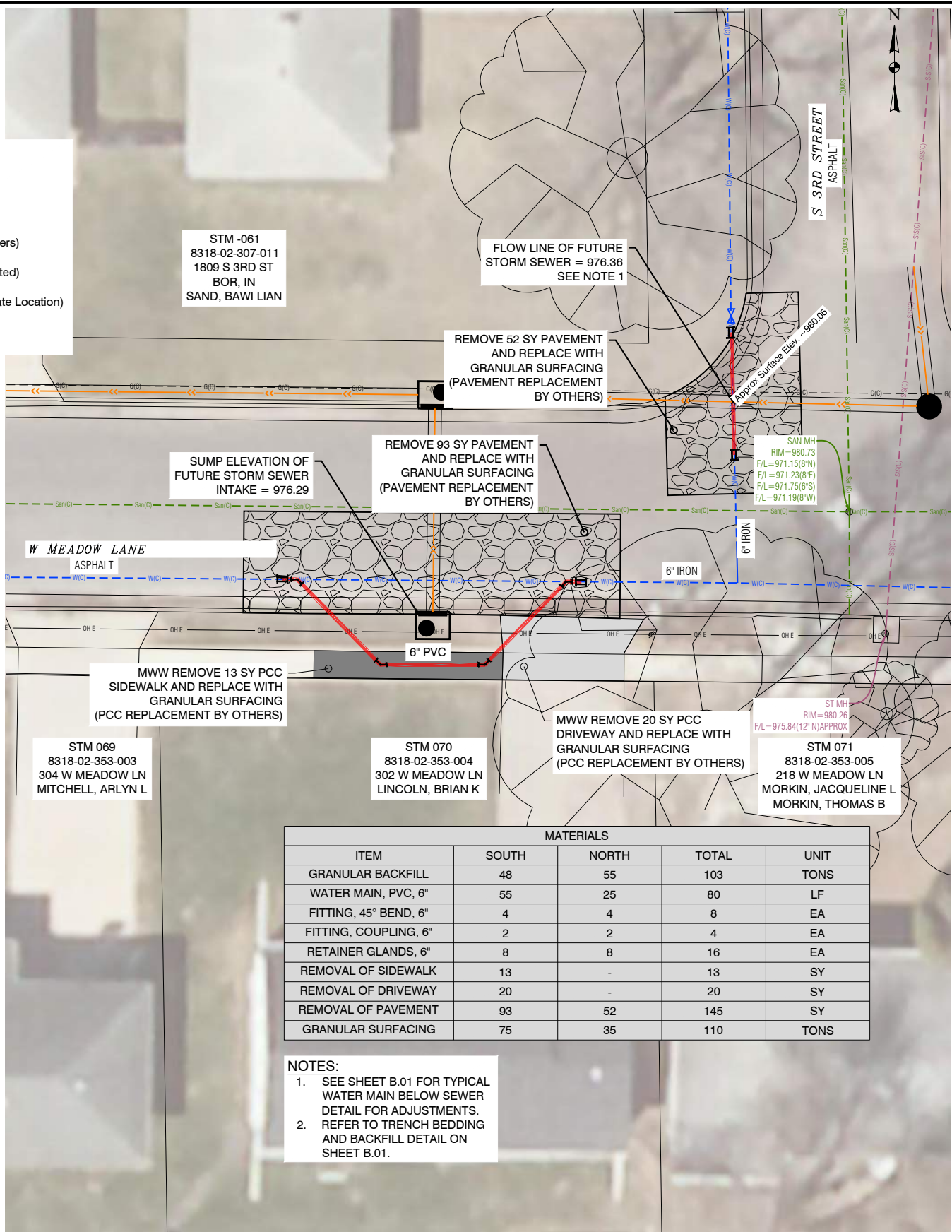
PROJECT NO.
8811
SHEET NO.
D.06

J:\8811.0 4th St Meadow Stm SewVlgs\Sheets\Water Main Relocates.dwg - Spot Re E & F - 11-10-20 - 4:21pm - GTJ351



SPOT RELOCATION 'E'

CONSTRUCTION OF THIS
SHALL BE COMPLETED
BY MWW.



SPOT RELOCATION 'F'

CONSTRUCTION OF THIS
SHALL BE COMPLETED
BY MWW.



NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE



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Marshalltown, Iowa 50158
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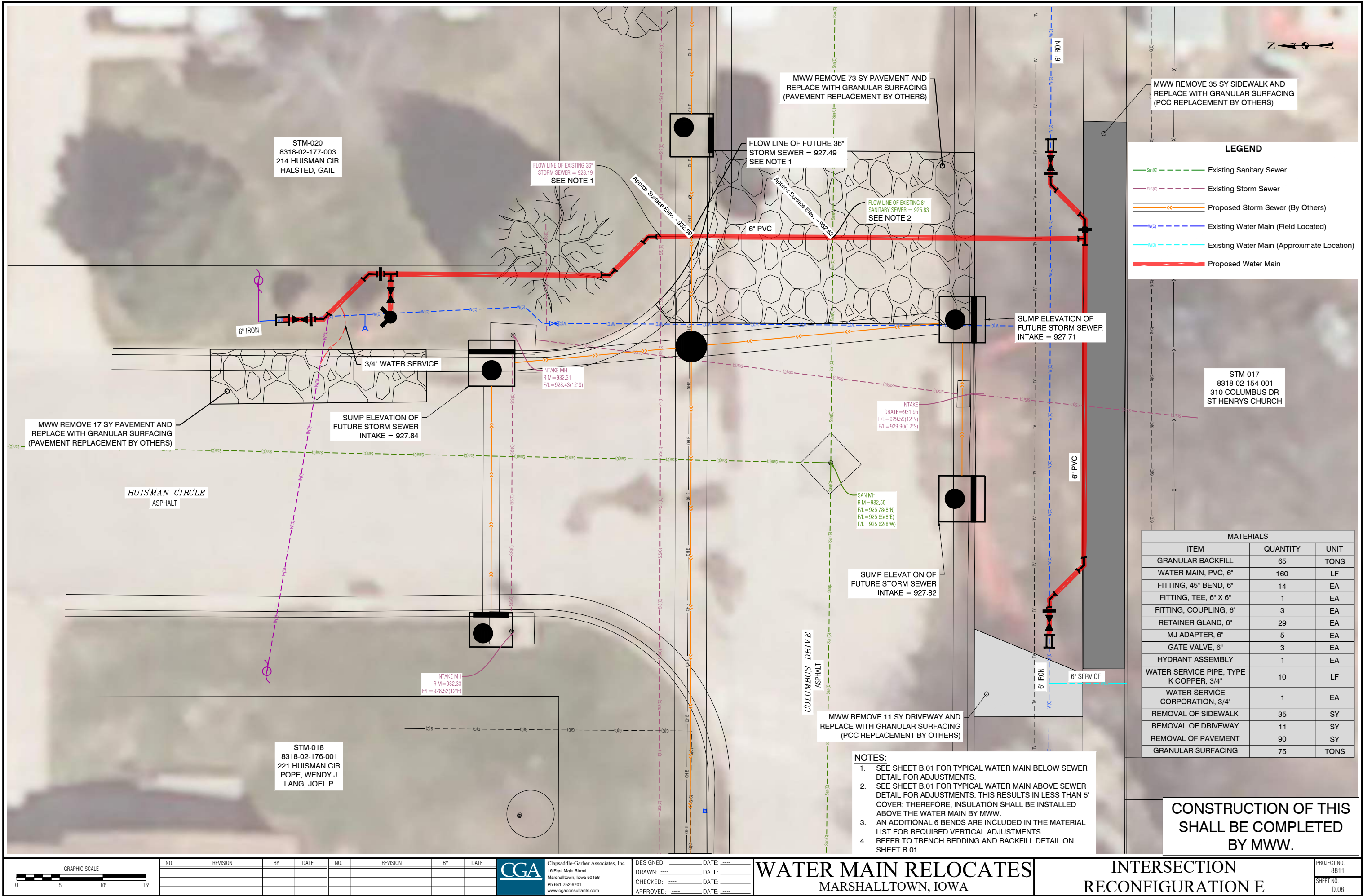
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CHECKED: _____ DATE: _____
APPROVED: _____ DATE: _____

WATER MAIN RELOCATES
MARSHALLTOWN, IOWA

SPOT RELOCATIONS E & F

PROJECT NO.
8811
SHEET NO.
D.07

J:\8811.0 4th St Meadows SIm SewVlwg's Sheets\Water Main Relocates.dwg - Columbus & Huisman - 11-10-20 - 4:21pm - GTJ351



NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE



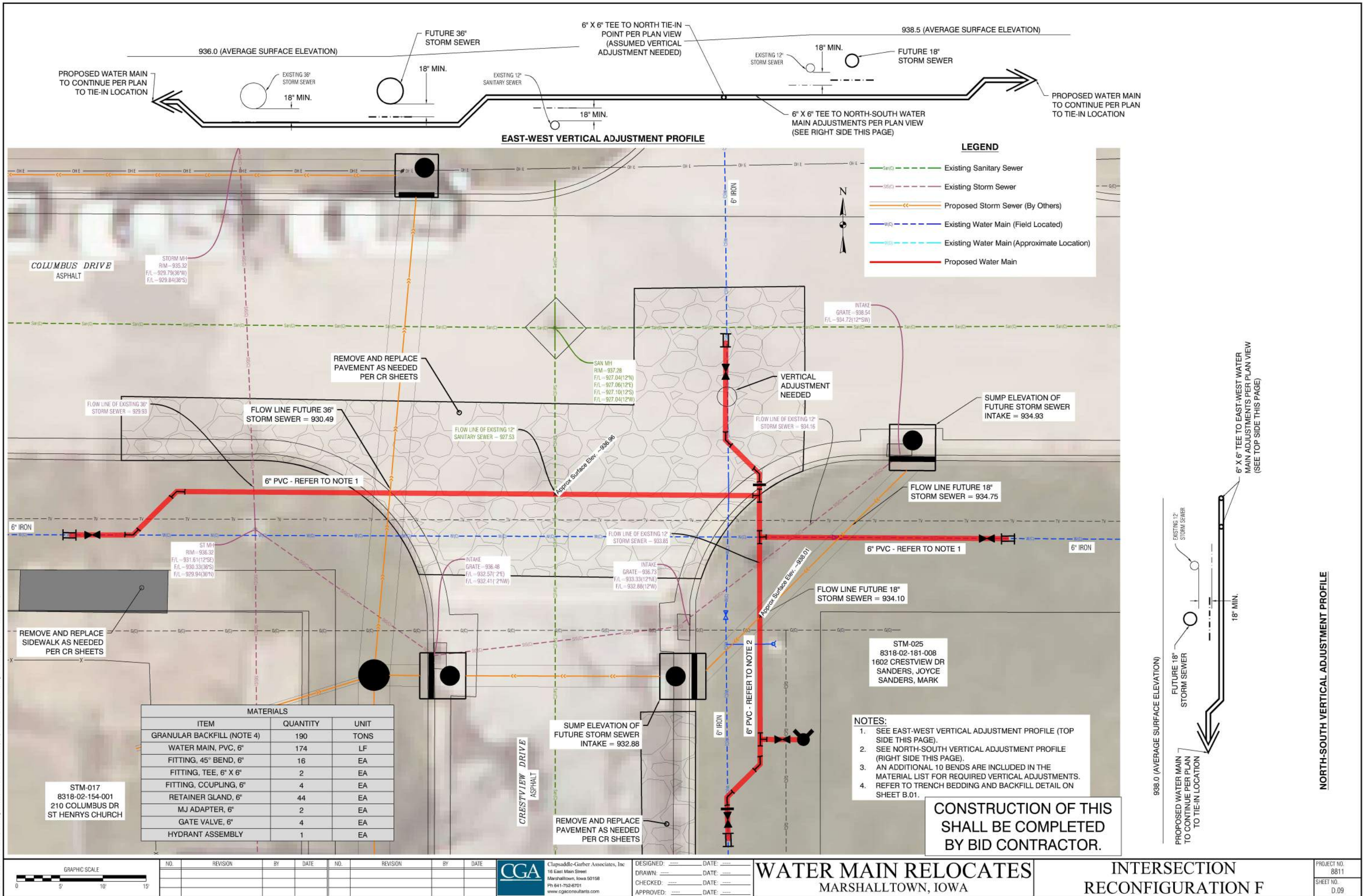
Clapsaddle-Garber Associates, Inc.
16 East Main Street
Marshalltown, Iowa 50158
Ph 641-753-4701
www.cgaconsultants.com

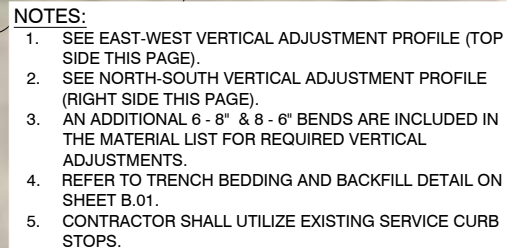
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APPROVED: _____ DATE: _____

WATER MAIN RELOCATES MARSHALLTOWN, IOWA

INTERSECTION RECONFIGURATION E

PROJECT NO.
8811
SHEET NO.
D.08





8.6

948.0

FUTURE 30" STORM SEWER

EXISTING 15" SANITARY SEWER

947.5

FUTURE 30" STORM SEWER

EXISTING 24" STORM SEWER

946.7

946.4

PROPOSED WATER MAIN TO CONTINUE PER PLAN TO TIE-IN LOCATION

18" MIN.

18" MIN.

8" X 6" TEE TO EAST-WEST WATER MAIN ADJUSTMENTS PER PLAN VIEW (SEE TOP SIDE THIS PAGE)

EXISTING 12" SANITARY SEWER

PROPOSED WATER MAIN TO CONTINUE PER PLAN TO TIE-IN LOCATION

NORTH-SOUTH VERTICAL ADJUSTMENT PROFILE

NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE

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

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

WATER MAIN RELOCATES MARSHALLTOWN, IOWA

INTERSECTION RECONFIGURATION G

PROJECT NO.	8811
SHEET NO.	D.10

PROJECT PRE-PLANNING WORKSHEET

DESCRIPTION	RESPONSIBLE		NOTES
PROJECT NAME	4TH STREET AND MEADOW LANE STORM SEWER ENHANCEMENTS		.
PROJECT NUMBER	SMW17001		.
ARCHITECT	Firm Name	Name	Contact Info
ENGINEER	HDR Engineering, Inc.	Michael Kurek	319.423.6307 michael.kurek@hdrinc.com
CITY STAFF NAME RESPONSIBLE FOR WORKING WITH ARCHITECT / ENGINEER TO GET DOCUMENTS	Jay C. Koch		808-757-6496
RES ORDER CONSTRUCTION - DATE (REQUIRES PLANS AND MANUAL IN HAND, PDF FORMAT, BY CITY)	1/11/2021	LEAD STAFF (WITH ASSIST BY CLERK)	.
RES HRG PLANS SPECIFICATIONS	12/28/2020	LEAD STAFF (WITH ASSIST BY CLERK)	.
PRECONSTRUCTION MEETING	None		.
BIDS DUE : time 10:00 AM	1/19/2021		.
RES AUTH AWARD / NEGOT CONTRACT (REQUIRES BID TAB IN HAND, PDF FORMAT, BY CITY)	1/25/2021		.
ESTIMATED COMPLETION DATE	11/30/2021		.
RESOLUTION ORDERING CONSTRUCTION (no later than Friday am) - PDF FORMAT	1/6/2021	LEAD STAFF - SAVE IN WIP MEETING FILE	.
ORDERING CONSTRUCTION (no later than Friday am) PDF FORMAT	1/6/2021	LEAD STAFF - SAVE IN WIP MEETING FILE	.
BID TAB BY (DEADLINE DATE)*no later than Friday am	1/20/2021	1/22/2021	LEAD STAFF - SAVE IN WIP MEETING FILE
			Resolution to Award Contract and Authorize Mayor to Sign Documents 2/8/2021
			SALES TAX EXEMP CERT ISSUED AFTER SIGNED CONTRACT, BOND, INS, W-9 IS RECEIVED
			List of Subs provided to Clerk for Sales Tax Certificates
			ESTIMATED COMPLETION DATE 11/30/2021
ROOM - NO MORE THAN 45 DAYS BEFORE /NO LESS THAN 13 DAYS BEFORE BIDS DUE - DATE RANGE:	12/5/2020	1/6/2021	CLERK
DAYS BEFORE /NO LESS THAN 13 DAYS BEFORE BIDS DUE - DATE RANGE:	12/5/2020	1/6/2021	LEAD STAFF (NEED PLANS & MANUAL)
			REQUIRES PROJECT MANUAL AND PLANS PDF FORMAT
			RES CERTIFYING PROJECT COMPLETE DATE 12/30/2021

PROJECT PRE-PLANNING WORKSHEET

TR NPH PLANS /SPECS PUBLICATION DATE RANGE - 20/4			
REQ	12/8/2020	12/24/2020	CLERK
FOR CONTRACTOR BEFORE ISSUE SALES TAX EXEMPTION			
CERTIFICATE			CLERK
LIST OF SUBCONTRACTORS/TIN/ TYPE OF WORK/ FOR			
SALES TAX EXEMPTION CERTIFICATE ISSUE			CLERK
LEGAL EXPENSE ACCOUNT			
ACCOUNT NUMBER FOR PUBLICATION EXPENSE			



4TH STREET AND MEADOW LANE STORM SEWER ENHANCEMENTS

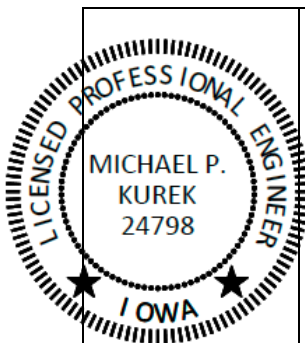
PROJECT NO. SMW17001

PREPARED BY:

HDR ENGINEERING, INC.

5815 COUNCIL STREET NE STE B

CEDAR RAPIDS, IOWA, 52402



I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

Signature: [Handwritten Signature]

Date: 12/14/2020

Name: Michael Kurek, P.E.

Iowa Reg. No. P24798

My license renewal date is December 31, 2021

Pages or sheets covered by this seal: ALL

TABLE OF CONTENTS

	Page
PART I – BIDDING AND CONTRACT DOCUMENTS.....	7
OFFICIAL NOTICE OF HEARING AND LETTING	9
INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACT.....	13
BIDDING DOCUMENTS.....	25
BID FORM FOR CONSTRUCTION CONTRACT	27
BID BOND (PENAL SUM FORM).....	37
BIDDERS QUALIFICATIONS STATEMENT	39
BIDDER STATUS FORM	43
CONTRACT DOCUMENTS.....	45
NOTICE OF AWARD.....	47
AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)	49
PERFORMANCE BOND	57
PAYMENT BOND	61
WARRANTY BOND.....	65
NOTICE TO PROCEED	67
CONTRACT CONDITIONS	69
STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT.....	71
SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT ..	153
ADDITIONAL FORMS.....	177
CERTIFICATE OF SUBSTANTIAL COMPLETION	179
NOTICE OF ACCEPTABILITY OF WORK	181
CONTRACTOR'S APPLICATION FOR PAYMENT	183
CHANGE ORDER NO.: [#]	191
FIELD ORDER NO.: [FO#]	193
SUPPLEMENTAL SPECIFICATIONS TO THE IOWA STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SUDAS)	195
DIVISION 1 – GENERAL PROVISIONS AND COVENANTS.....	197
(DELETE) SECTION 1010 – DEFINITIONS (SUDAS)	197
(DELETE) SECTION 1020 - PROPOSAL REQUIREMENTS AND CONDITION (SUDAS).....	197

(DELETE) SECTION 1030 - APPROVAL FOR AWARD AND AWARD OF CONTRACT (SUDAS).....	197
(DELETE) SECTION 1040 - SCOPE OF WORK (SUDAS).....	197
(DELETE) SECTION 1050 - CONTROL OF WORK (SUDAS).....	197
(DELETE) SECTION 1060 - CONTROL OF MATERIALS (SUDAS).....	197
(DELETE) SECTION 1070 - LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC (SUDAS).....	197
(DELETE) SECTION 1080 - PROSECUTION AND PROGRESS (SUDAS)	197
(ADD) OFFICIAL NOTICE OF HEARING AND LETTING (CITY OF MARSHALLTOWN).....	197
(ADD) EJCDC C 200 INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACT.....	197
(ADD) EJCDC C 410 BID FORM FOR CONSTRUCTION CONTRACT.	197
(ADD) EJCDC C 430 BID BOND (PENAL SUM FORM).	197
(ADD) EJCDC C 451 QUALIFICATIONS STATEMENT.....	197
(ADD) EJCDC C 510 NOTICE OF AWARD.	197
(ADD) EJCDC C 520 AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED SUM).....	197
(ADD) EJCDC C 550 NOTICE TO PROCEED.....	197
(ADD) EJCDC C 610 PERFORMANCE BOND.....	197
(ADD) EJCDC C-615 PAYMENT BOND.	197
(ADD) EJCDC C 612 WARRANTY BOND.	198
(ADD) EJCDC C 700 STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT.....	198
(ADD) EJCDC C 800 SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT.....	198
(ADD) EJCDC C 625 CERTIFICATE OF SUBSTANTIAL COMPLETION.....	198
(ADD) EJCDC C 626 NOTICE OF ACCEPTABILITY OF WORK.....	198
(ADD) EJCDC C 620 CONTRACTOR'S APPLICATION FOR PAYMENT.	198
(ADD) EJCDC C 940 WORK CHANGE DIRECTIVE.....	198
(ADD) EJCDC C 941 CHANGE ORDER.....	198
(ADD) EJCDC C 942 FIELD ORDER.	198
PART II – TECHNICAL SPECIFICATIONS.....	199
SECTION 01 11 00 - SUMMARY OF WORK (ADD)	201
SECTION 01 20 00 - MEASUREMENT AND PAYMENT (ADD).....	207

SECTION 01 25 00 - SUBSTITUTIONS (ADD).....	209
SECTION 01 31 13 - COORDINATION (ADD).....	211
SECTION 01 31 19 – PROJECT MEETINGS AND JOB SITE ADMINISTRATION (ADD)	213
SECTION 01 33 23 - SHOP DRAWINGS, PRODUCT DATA AND SAMPLES (ADD)	215
SECTION 01 35 13 - SPECIAL PROJECT PROCEDURES (ADD).....	217
SECTION 01 45 00 - QUALITY CONTROL (ADD).....	221
SECTION 01 50 00 - TEMPORARY FACILITIES (ADD).....	223
SECTION 01 57 00 - TEMPORARY CONTROLS (ADD)	227
SECTION 01 77 00 - CLOSEOUT PROCEDURES (ADD).....	229
DIVISION 2 - EARTHWORK	233
SECTION 2010 – EARTHWORK, SUBGRADE, AND SUBBASE	233
DIVISION 3 - TRENCH AND TRENCHLESS CONSTRUCTION	235
SECTION 3010 - TRENCH EXCAVATION AND BACKFILL	235
SECTION 3020 - TRENCHLESS CONSTRUCTION (BORING, JACKING, AND TUNNELING).....	235
DIVISION 4 - SEWERS AND DRAINS	239
SECTION 4010 - SANITARY SEWERS	239
SECTION 04020 - STORM SEWERS	265
SECTION 4030 - PIPE CULVERTS	267
SECTION 4040 - SUBDRAINS AND FOOTING DRAIN COLLECTORS	278
SECTION 4050 - PIPE REHABILITATION	284
SECTION 4060 - CLEANING, INSPECTION, AND TESTING OF SEWERS...	284
DIVISION 5 – WATER MAINS AND APPURTENANCES.....	287
NOT USED. SEE MARSHALLTOWN WATER WORKS RULES AND REGULATIONS.....	287
DIVISION 6 - STRUCTURES FOR SANITARY AND STORM SEWER	289
SECTION 6010 - STRUCTURES FOR SANITARY AND STORM SEWERS...	289
SECTION 6020 - REHABILITATION OF EXISTING MANHOLES	300
SECTION 6030 - CLEANING, INSPECTION, AND TESTING OF STRUCTURES	300
DIVISION 7 - STREETS AND RELATED WORK.....	301
SECTION 7010 -PORTLAND CEMENT CONCRETE PAVEMENT	301

SECTION 7011 - PORTLAND CEMENT CONCRETE OVERLAYS.....	310
SECTION 7020 - HOT MIX ASPHALT PAVEMENT.....	310
SECTION 7021 - HOT MIX ASPHALT OVERLAYS	315
SECTION 7030 - SIDEWALKS, SHARED USE PATHS, AND DRIVEWAYS...	315
SECTION 7040 - PAVEMENT REHABILITATION	336
SECTION 7050 - ASPHALT STABILIZATION.....	344
SECTION 7060 - BITUMINOUS SEAL COAT	344
SECTION 7070 - EMULSIFIED ASPHALT SLURRY SEAL	345
SECTION 7080 - PERMEABLE INTERLOCKING PAVERS	345
SECTION 7090 - COLD-IN-PLACE PAVEMENT RECYCLING	345
SECTION 7091 - FULL DEPTH RECLAMATION.....	346
DIVISION 8 – TRAFFIC CONTROL	347
SECTION 8010 - TRAFFIC SIGNALS.....	347
SECTION 8020 - PAVEMENT MARKINGS.....	347
SECTION 8030 - TEMPORARY TRAFFIC CONTROL	347
DIVISION 9 – SITE WORK AND LANDSCAPING	349
SECTION 9010 - SEEDING	349
SECTION 9020 - SODDING.....	350
SECTION 9030 - PLANT MATERIAL AND PLANTING.....	350
SECTION 9040 - EROSION AND SEDIMENT CONTROL	352
SECTION 9050 - GABIONS AND REVET MATTRESSES	353
SECTION 9060 - CHAIN LINK FENCE	353
SECTION 9070 - LANDSCAPE RETAINING WALLS	353
SECTION 9071 - SEGMENTAL BLOCK RETAINING WALLS.....	354
SECTION 9072 - COMBINED CONCRETE SIDEWALK AND RETAINING WALL.....	354
SECTION 9080 - CONCRETE STEPS, HANDRAILS, AND SAFETY RAIL.....	354
DIVISION 10 – DEMOLITION.....	355
SECTION 10,010 - DEMOLITION OF BUILDING STRUCTURES	355
DIVISION 11 – MISCELLANEOUS	357
SECTION 11,010 - CONSTRUCTION SURVEY	357
SECTION 11,020 – MOBILIZATION	357
SECTION 11,030 - TEMPORARY SERVICES DURING CONSTRUCTION	357

SECTION 11,040 - TEMPORARY SIDEWALK ACCESS.....	357
SECTION 11,050 - CONCRETE WASHOUT	357

PART I – BIDDING AND CONTRACT DOCUMENTS

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OFFICIAL NOTICE OF HEARING AND LETTING

CITY OF MARSHALLTOWN

MARSHALLTOWN, IOWA

4TH STREET AND MEADOW LANE STORM SEWER ENHANCEMENTS

PROJECT NO. SMW17001

NOTICE OF PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, PROPOSED FORM OF CONTRACT AND ESTIMATED COST FOR THE 4TH STREET AND MEADOW LANE STORM SEWER ENHANCEMENTS 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 11th day of January 2021 in the Council Chambers, Second Floor, 10 West State Street, Marshalltown, Iowa, on the proposed plans, specifications, proposed form of contract, and the estimated cost of improvements proposed to be constructed under PROJECT NO. SMW17001, the 4TH STREET AND MEADOW LANE STORM SEWER ENHANCEMENTS 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, estimated costs of improvement, will be received at the City Clerk's Office located at 24 N. Center Street, Marshalltown, IA until 10:00 a.m. local time, on the 19th day of January 2021 for the construction of the 4TH STREET AND MEADOW LANE STORM SEWER ENHANCEMENTS as described in the plans and specifications for Project No. SMW17001, and which will be opened, read, and tabulated by the City Engineer or his 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 25th day of January 2021 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 4TH STREET AND MEADOW LANE STORM SEWER ENHANCEMENTS in Marshalltown, Iowa as shown in the plans and specifications for PROJECT NO. SMW17001 the 4TH STREET AND MEADOW LANE STORM SEWER ENHANCEMENTS.

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:

BASE BID – STORM WATER ENHANCEMENTS				
Item No.	Bid Items	Division #1 Quantity	Division #2 Quantity	Unit
1	Filling and Plugging of Known Culverts, Pipes, and Conduits, RCP, 36 in.	50		Ft
2	Topsoil, Strip, Salvage and Spread, 8"	5208		SqYd
3	Excavation, Class 13, Roadway and Borrow	6971		CuYd
4	Subgrade Preparation	12992		SqYd
5	Subgrade Treatment, Geogrid	12992		SqYd
6	Subbase	12992		SqYd
7	Tree Removal	4		Each

BASE BID – STORM WATER ENHANCEMENTS				
Item No.	Bid Items	Division #1 Quantity	Division #2 Quantity	Unit
8	Remove & Replace Mailbox	15		Each
9	Sign Removal & Replacement	58		Each
10	Private Drain Connection	1		Each
11	Sump Pump Connection	5		Each
12	Special Backfill, Compaction, Removal, and Installation	1		LS
13	Granular Backfill		1275	Ton
14	Storm Sewer, Trenched, RCP, 18 in.	2570		Ft
15	Storm Sewer, Trenched, RCP, 24 in.	291		Ft
16	Storm Sewer, Trenched, RCP, 30 in.	438		Ft
17	Storm Sewer, Trenched, RCP, 36 in.	1860		Ft
18	Storm Sewer, Trenched, RCP, 48 in.	709		Ft
19	Removal of Storm Sewer, RCP, 12 in.	498		Ft
20	Removal of Storm Sewer, RCP, 15 in.	180		Ft
21	Removal of Storm Sewer, RCP, 18 in.	30		Ft
22	Removal of Storm Sewer, RCP, 24 in.	634		Ft
23	Removal of Storm Sewer, RCP, 30 in.	61		Ft
24	Removal of Storm Sewer, RCP, 36 in.	546		Ft
25	Removal of Storm Sewer, RCP, 40 in.	1412		Ft
26	Water Main, Trenched, PVC, 6 in.		1748	Ft
27	Water Main, Trenched, PVC, 6 in.		723	Ft
28	Fitting, 45 Degree Elbow, PVC, 6 in.		58	Each
29	Fitting, 45 Degree Elbow, PVC, 8 in.		54	Each
30	Fitting, Tee, PVC, 8x8x6 in.		6	Each
31	Fitting, Tee, PVC, 6x6x6 in.		2	Each
32	Fitting, Coupling, 6"		10	Each
33	Fitting, Coupling, 8"		4	Each
34	Retainer Gland, 6"		108	Each
35	Retainer Gland, 8"		56	Each
36	Mechanical Joint Adapter, 6"		5	Each
37	Mechanical Joint Adapter, 8"		5	Each
38	Water Service Stub, Copper, 3/4"	6		Each
39	Water Service Stub, Copper, 1 in.	0		Each
40	Water Service Stub, Copper, 1-1/2 in.	0		Each
41	Water Service Stub, Copper, 2 in.	0		Each
42	Water Service Pipe, Copper, ¾ in.		22	Ft
43	Water Service Corporation, ¾ in.		3	Each
44	Valve, Gate, PVC, 6 in.		9	Each
45	Valve, Gate, PVC, 8 in.		6	Each
46	Fire Hydrant Assembly		4	Each
47	Fire Hydrant Adjustment	1		Each
48	Fire Hydrant Assembly Removal		1	Each

BASE BID – STORM WATER ENHANCEMENTS				
Item No.	Bid Items	Division #1 Quantity	Division #2 Quantity	Unit
49	Manhole, SW-401, 60 in.	5		Each
50	Manhole, SW-401, 72 in.	3		Each
51	Manhole, SW-401, 84 in.	5		Each
52	Manhole, SW-401, 96 in.	1		Each
53	Intake, SW-513	2		Each
54	Intake, SW-507	14		Each
55	Intake, SW-508	3		Each
56	Intake, SW-508 CIP	8		Each
57	Intake, SW-541	25		Each
58	Manhole Adjustment, Minor	19		Each
59	Connection to Existing Intake	1		Each
60	Remove Manhole	7		Each
61	Remove Intake	26		Each
62	Curb and Gutter, 2.5 ft. (Width), 6 in. (Thickness)	6175		Ft
63	Pavement, HMA, 7 in.	4527		Ton
64	HMA Overlay, 2 in.	4076		SqYd
65	Removal of Sidewalk	1306		SqYd
66	Removal of Driveway	1057		SqYd
67	Sidewalk, PCC, 5 in.	1436		SqYd
68	Sidewalk, PCC, 6 in.	204		SqYd
69	Detectable Warning	419		SqFt
70	Driveway, Paved, PCC, 6 in.	1199		SqYd
71	Milling, Variable Depth	4076		SqYd
72	Pavement Removal	12317		SqYd
73	Permanent Tape Markings	7		STA
74	Temporary Traffic Control	1		LS
75	Conventional Seeding, Seeding, Fertilizing, and Mulching	1.2		Acre
76	SWPPP Preparation	1		LS
77	SWPPP Management	1		LS
78	Turf Reinforcement Mats, Type 4	110		SF
79	Inlet Protection Device, Filter Sock	53		Each
80	Construction Survey	1		LS
81	Mobilization	1		LS
82	Maintenance of Postal Service	1		LS
83	Maintenance of Solid Waste Collection	1		LS
84	Concrete Washout	1		LS
85	Compaction Testing	1		LS
86	Trench Compaction Testing	1		LS
87	HMA Pavement Samples and Testing	1		LS

All work is to be done in strict compliance with the Plans and Specifications for said PROJECT NO. 05242017 as proposed by the City Engineer.

Obtaining the Bidding Documents

Plans, specifications and proposed contract documents may be examined at the office of the City Engineer, 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 \$25 per paper set of Bidding Requirements and 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 ten (10) 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 Paragraph 6.01 of the General Conditions or a certified check in an amount equal to ten percent (10%) 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 28th day of January 2020.

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

INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACT

TABLE OF CONTENTS

	Page
ARTICLE 1— DEFINED TERMS	14
ARTICLE 2— BIDDING DOCUMENTS.....	14
ARTICLE 3— QUALIFICATIONS OF BIDDERS.....	14
ARTICLE 4— PRE-BID CONFERENCE	15
ARTICLE 5— SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE	15
ARTICLE 6— BIDDER'S REPRESENTATIONS AND CERTIFICATIONS	17
ARTICLE 7— INTERPRETATIONS AND ADDENDA.....	17
ARTICLE 8— BID SECURITY	17
ARTICLE 9— CONTRACT TIMES.....	18
ARTICLE 10— SUBSTITUTE AND "OR EQUAL" ITEMS.....	18
ARTICLE 11— SUBCONTRACTORS, SUPPLIERS, AND OTHERS	19
ARTICLE 12— PREPARATION OF BID	19
ARTICLE 13— BASIS OF BID	20
ARTICLE 14— SUBMITTAL OF BID.....	21
ARTICLE 16— OPENING OF BIDS.....	22
ARTICLE 17— BIDS TO REMAIN SUBJECT TO ACCEPTANCE.....	22
ARTICLE 18— EVALUATION OF BIDS AND AWARD OF CONTRACT	23
ARTICLE 19— BONDS AND INSURANCE	23
ARTICLE 20— SIGNING OF AGREEMENT	24
ARTICLE 21— SALES AND USE TAXES	24
ARTICLE 22— PREFERENCE FOR IOWA PRODUCTS.....	24
ARTICLE 23— ENGINEER INFORMATION	24

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 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.

ARTICLE 3—QUALIFICATIONS OF BIDDERS

- 3.01 Information presented at the pre-Bid conference does not alter the Contract Documents. Owner will issue Addenda to make any changes to the Contract Documents that result from discussions at the pre-Bid conference. Information

presented, and statements made at the pre-bid conference will not be binding or legally effective unless incorporated in an Addendum.

ARTICLE 4—PRE-BID CONFERENCE

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

ARTICLE 5—SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER’S SAFETY PROGRAM; OTHER WORK AT THE SITE

5.01 *Site and Other Areas*

- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

5.02 *Existing Site Conditions*

- A. Subsurface and Physical Conditions; Hazardous Environmental Conditions
 - 1. The Supplementary Conditions identify the following regarding existing conditions at or adjacent to the Site:
 - a. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data.
 - b. Those drawings known to Owner of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data.
 - c. Reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
 - d. Technical Data contained in such reports and drawings.
 - 2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
 - 3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.

4. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05 of the General Conditions, and not in the drawings referred to in Paragraph 5.02.A of these Instructions to Bidders. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

5.03 *Other Site-related Documents*

- A. No other Site-related documents are available.

5.04 *Site Visit and Testing by Bidders*

- A. Bidder is required to visit the Site and conduct a thorough visual examination of the Site and adjacent areas. During the visit the Bidder must not disturb any ongoing operations at the Site.
- B. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- C. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder general access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site. Bidder is responsible for establishing access needed to reach specific selected test sites.
- D. Bidder must comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- E. Bidder must fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

5.05 *Owner's Safety Program*

- A. Site visits and work at the Site may be governed by an Owner safety program. If an Owner safety program exists, it will be noted in the Supplementary Conditions.

5.06 *Other Work at the Site*

- A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other

work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Express Representations and Certifications in Bid Form, Agreement*

- A. The Bid Form that each Bidder will submit contains express representations regarding the Bidder’s examination of Project documentation, Site visit, and preparation of the Bid, and certifications regarding lack of collusion or fraud in connection with the Bid. Bidder should review these representations and certifications, and assure that Bidder can make the representations and certifications in good faith, before executing and submitting its Bid.
- B. If Bidder is awarded the Contract, Bidder (as Contractor) will make similar express representations and certifications when it executes the Agreement.

ARTICLE 7—INTERPRETATIONS AND ADDENDA

- 7.01 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.
- 7.02 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to Engineer in writing. Contact information and submittal procedures for such questions are as follows:
 - A. Submit questions to:
 - 1. HDR Engineering
 - 2. Michael Kurek (Michael.kurek@hdrinc.com)
 - 3. Please send questions via email with subject header: “Marshalltown Storm Sewer Enhancements | Prebid Question”
 - 4. Include Jay Koch as a CC. (jkoch@marshalltown-ia.gov)
- 7.03 Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received less than seven days prior to the date for opening of Bids may not be answered.
- 7.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

ARTICLE 8—BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of **ten (10)** 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 Paragraph 6.01 of the General Conditions or a certified check in an amount equal to ten percent (10%) 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.

- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract and furnish the required Contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited, in whole in the case of a penal sum bid bond, and to the extent of Owner's damages in the case of a damages-form bond. Such forfeiture will be Owner's exclusive remedy if Bidder defaults.
- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the Contract or 31 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within 7 days after the Bid opening.

ARTICLE 9—CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which, the Work is to be (a) substantially completed and (b) ready for final payment are set forth in the Agreement.
- 9.02 Provisions for liquidated damages, if any, for failure to timely attain Substantial Completion or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 10—SUBSTITUTE AND “OR EQUAL” ITEMS

- 10.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or “or-equal” items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or “or-equal” item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.
- 10.02 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 11—SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 11.01 The apparent Successful Bidder, and any other Bidder so requested, must submit to Owner a list of the Subcontractors or Suppliers proposed for the following portions of the Work within five days after Bid opening:
- A. Water Main Construction
- 11.02 Such list must be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor or Supplier. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, without an increase in Bid price.
- 11.03 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors and Suppliers. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor or Supplier, so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.07 of the General Conditions.
- 11.04 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.
- 11.05 The Contractor shall not award work to Subcontractor(s) in excess of the limits stated in SC 7.07.

ARTICLE 12—PREPARATION OF BID

- 12.01 The Bid Form is included with the Bidding Documents.
- A. All blanks on the Bid Form must be completed in ink and the Bid Form signed in ink. Erasures or alterations must be initialed in ink by the person signing the Bid Form. A Bid price must be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
- B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words “No Bid” or “Not Applicable.”
- 12.02 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.

- 12.03 A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown.
- 12.04 A Bid by a partnership must be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership must be shown.
- 12.05 A Bid by a limited liability company must be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown.
- 12.06 A Bid by an individual must show the Bidder's name and official address.
- 12.07 A Bid by a joint venture must be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.
- 12.08 All names must be printed in ink below the signatures.
- 12.09 The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.
- 12.10 Postal and e-mail addresses and telephone number for communications regarding the Bid must be shown.
- 12.11 The Bid must contain evidence of Bidder's authority to do business in the state where the Project is located, or Bidder must certify in writing that it will obtain such authority within the time for acceptance of Bids and attach such certification to the Bid.
- 12.12 If Bidder is required to be licensed to submit a Bid or perform the Work in the state where the Project is located, the Bid must contain evidence of Bidder's licensure, or Bidder must certify in writing that it will obtain such licensure within the time for acceptance of Bids and attach such certification to the Bid. Bidder's state contractor license number, if any, must also be shown on the Bid Form.

ARTICLE 13—BASIS OF BID

13.01 *Unit Price*

- A. Bidders must submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.

- B. The “Bid Price” (sometimes referred to as the extended price) for each unit price Bid item will be the product of the “Estimated Quantity”, which Owner or its representative has set forth in the Bid Form, for the item and the corresponding “Bid Unit Price” offered by the Bidder. The total of all unit price Bid items will be the sum of these “Bid Prices”; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

13.02 Allowances

- A. For cash allowances the Bid price must include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 13.02.B of the General Conditions.

ARTICLE 14—SUBMITTAL OF BID

- 14.01 The Bidding Documents include ~~one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form, and other required documents.~~ The ~~unbound copy of the Bid Form~~ is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 2 of the Bid Form.
- 14.02 A Bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement or invitation to bid and must be enclosed in a plainly marked package with the Project title, and, if applicable, the designated portion of the Project for which the Bid is submitted, the name and address of Bidder, and must be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid must be enclosed in a separate package plainly marked on the outside with the notation “BID ENCLOSED.” A mailed Bid must be addressed to the location designated in the Advertisement.
- 14.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 15—MODIFICATION AND WITHDRAWAL OF BID

- 15.01 An unopened Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place

where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.

15.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 15.01 and submit a new Bid prior to the date and time for the opening of Bids.

15.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, the Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, the Bidder will be disqualified from further bidding on the Work.

ARTICLE 16—OPENING OF BIDS

16.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

16.02 Due to the safety of the public and the current situation with COVID-19, the following changes have been made on how bids will be submitted and read:

- A. You are strongly encouraged to submit your bid via mail.
- B. If you do not mail your bid, bidders are encouraged to call ahead and arrange a time for when they will drop off their bid.
- C. If you do not mail your bid, when arriving at city hall you must call 641-754-5701 to meet the city clerk at the door.
- D. Please write a contact email on your proposal envelope for who should be contacted from your company with results.
- E. Bid reading will not be open to the public but can be attended via go to meeting video conference. The GoToMeeting login and registration information will be provided via City Web Site prior to the letting.
- F. New to GoToMeeting? Get the app now and be ready when your first meeting starts: <https://global.gotomeeting.com/install/>.

16.03 City building access is restricted at this time.

ARTICLE 17—BIDS TO REMAIN SUBJECT TO ACCEPTANCE

17.01 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.

- 17.02 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 18—EVALUATION OF BIDS AND AWARD OF CONTRACT

- 18.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work.
- 18.02 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible.
- 18.03 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner will reject the Bid as nonresponsive.
- 18.04 If Owner awards the contract for the Work, such award will be to the responsible Bidder submitting the lowest responsive Bid.
- 18.05 *Evaluation of Bids*
- A. In evaluating Bids, Owner will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
 - B. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.
 - C. This procedure is only used to determine the lowest bid for comparison and contractor selection purposes. The Contract Price for compensation and payment purposes remains the Bid price shown in the Bid Form.
- 18.06 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.
- 18.07 Owner may conduct such investigations, as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 19—BONDS AND INSURANCE

- 19.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds, other required bonds (if any), and insurance. When the Successful Bidder

delivers the executed Agreement to Owner, it must be accompanied by required bonds and insurance documentation.

19.02 Article 8, Bid Security, of these Instructions, addresses any requirements for providing bid bonds as part of the bidding process.

ARTICLE 20—SIGNING OF AGREEMENT

20.01 When Owner issues a Notice of Award to the Successful Bidder, it will be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder must execute and deliver the required number of counterparts of the Agreement and any bonds and insurance documentation required to be delivered by the Contract Documents to Owner. Within 10 days thereafter, Owner will deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract

ARTICLE 21—SALES AND USE TAXES

21.01 Owner is exempt from Iowa state sales and use taxes on materials and equipment to be incorporated in the Work. (Exemption No. A128063. Said taxes must not be included in the Bid. Refer to Paragraph SC-7.10 of the Supplementary Conditions for additional information.

ARTICLE 22—PREFERENCE FOR IOWA PRODUCTS

22.01 By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa, (Chapter 73, Code of Iowa).

ARTICLE 23—ENGINEER INFORMATION

23.01 The Engineering firm is: HDR Engineering, Inc.

- A. The Engineering firm's contact person is: Michael Kurek, P.E., Project Manager
- B. The firm's address is:
5815 Council Street NE Ste B
Cedar Rapids, Iowa, 52402
- C. Phone (319) 423-6307
- D. Email: Michael.kurek@hdrinc.com

BIDDING DOCUMENTS

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BID FORM FOR CONSTRUCTION CONTRACT

Project: 4th Street and Meadow Lane Storm Sewer Enhancements.

Project No. SMW17001

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: The City of Marshalltown, 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. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. 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;
 - E. 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;
 - F. Required Bidder Qualification Statement with supporting data; and
 - G. Bidders Status Form.

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

- 3.01 Unit Price Bids
 - A. Bidder will perform the following Work at the indicated unit prices:

BASE BID – STORM WATER ENHANCEMENTS						
Item No.	Description	Estimated Quantity Division #1	Estimated Quantity Division #2	Unit	Bid Unit Price	Bid Amount
1	Filling and Plugging of Known Culverts, Pipes, and Conduits, RCP, 36 in.	50		Ft	\$	\$
2	Topsoil, Strip, Salvage and Spread, 8"	5208		SqYd	\$	\$
3	Excavation, Class 13, Roadway and Borrow	6971		CuYd	\$	\$
4	Subgrade Preparation	12992		SqYd	\$	\$
5	Subgrade Treatment, Geogrid	12992		SqYd	\$	\$
6	Subbase	12992		SqYd	\$	\$
7	Compaction Testing	1		LS	\$	\$
8	Tree Removal	4		Each	\$	\$
9	Remove & Replace Mailbox	15		Each	\$	\$
10	Sign Removal & Replacement	58		Each	\$	\$
11	Private Drain Connection	1		Each	\$	\$
12	Sump Pump Connection	5		Each	\$	\$
13	Special Backfill, Compaction, Removal, and Installation	1		LS	\$	\$
14	Granular Backfill		1275	Ton	\$	\$
15	Trench Compaction Testing	1		LS	\$	\$
16	Storm Sewer, Trenched, RCP, 18 in.	2570		Ft	\$	\$
17	Storm Sewer, Trenched, RCP, 24 in.	291		Ft	\$	\$
18	Storm Sewer, Trenched, RCP, 30 in.	438		Ft	\$	\$
19	Storm Sewer, Trenched, RCP, 36 in.	1860		Ft	\$	\$
20	Storm Sewer, Trenched, RCP, 48 in.	709		Ft	\$	\$
21	Removal of Storm Sewer, RCP, 12 in.	498		Ft	\$	\$
22	Removal of Storm Sewer, RCP, 15 in.	180		Ft	\$	\$
23	Removal of Storm Sewer, RCP,	30		Ft	\$	\$

BASE BID – STORM WATER ENHANCEMENTS						
Item No.	Description	Estimated Quantity Division #1	Estimated Quantity Division #2	Unit	Bid Unit Price	Bid Amount
	18 in.					
24	Removal of Storm Sewer, RCP, 24 in.	634		Ft	\$	\$
25	Removal of Storm Sewer, RCP, 30 in.	61		Ft	\$	\$
26	Removal of Storm Sewer, RCP, 36 in.	546		Ft	\$	\$
27	Removal of Storm Sewer, RCP, 40 in.	1412		Ft	\$	\$
28	Water Main, Trenched, PVC, 6 in.		1748	Ft	\$	\$
29	Water Main, Trenched, PVC, 6 in.		723	Ft	\$	\$
30	Fitting, 45 Degree Elbow, PVC, 6 in.		58	Each	\$	\$
31	Fitting, 45 Degree Elbow, PVC, 8 in.		54	Each	\$	\$
32	Fitting, Tee, PVC, 8x8x6 in.		6	Each	\$	\$
33	Fitting, Tee, PVC, 6x6x6 in.		2	Each	\$	\$
34	Fitting, Coupling, 6"		10	Each	\$	\$
35	Fitting, Coupling, 8"		4	Each	\$	\$
36	Retainer Gland, 6"		108	Each	\$	\$
37	Retainer Gland, 8"		56	Each	\$	\$
38	Mechanical Joint Adapter, 6"		5	Each	\$	\$
39	Mechanical Joint Adapter, 8"		5	Each	\$	\$
40	Water Service Stub, Copper, 3/4"	6		Each	\$	\$
41	Water Service Stub, Copper, 1 in.	0		Each	\$	\$
42	Water Service Stub, Copper, 1-1/2 in.	0		Each	\$	\$
43	Water Service Stub, Copper, 2 in.	0		Each	\$	\$
44	Water Service Pipe, Copper, 3/4 in.		22	Ft	\$	\$
45	Water Service Corporation, 3/4 in.		3	Each	\$	\$

BASE BID – STORM WATER ENHANCEMENTS						
Item No.	Description	Estimated Quantity Division #1	Estimated Quantity Division #2	Unit	Bid Unit Price	Bid Amount
46	Valve, Gate, PVC, 6 in.		9	Each	\$	\$
47	Valve, Gate, PVC, 8 in.		6	Each	\$	\$
48	Fire Hydrant Assembly		4	Each	\$	\$
49	Fire Hydrant Adjustment	1		Each	\$	\$
50	Fire Hydrant Assembly Removal		1	Each	\$	\$
51	Manhole, SW-401, 60 in.	5		Each	\$	\$
52	Manhole, SW-401, 72 in.	3		Each	\$	\$
53	Manhole, SW-401, 84 in.	5		Each	\$	\$
5	Manhole, SW-401, 96 in.	1		Each	\$	\$
55	Intake, SW-513	2		Each	\$	\$
56	Intake, SW-507	14		Each	\$	\$
57	Intake, SW-508	3		Each	\$	\$
58	Intake, SW-508 CIP	8		Each	\$	\$
59	Intake, SW-541	25		Each	\$	\$
60	Manhole Adjustment, Minor	19		Each	\$	\$
61	Connection to Existing Intake	1		Each	\$	\$
62	Remove Manhole	7		Each	\$	\$
63	Remove Intake	26		Each	\$	\$
64	Curb and Gutter, 2.5 ft. (Width), 6 in. (Thickness)	6175		Ft	\$	\$
65	Pavement, HMA, 7 in.	4527		Ton	\$	\$
66	HMA Pavement Samples and Testing	1		LS	\$	\$
67	HMA Overlay, 2 in.	4076		SqYd	\$	\$
68	Removal of Sidewalk	1306		SqYd	\$	\$
69	Removal of Driveway	1057		SqYd	\$	\$

BASE BID – STORM WATER ENHANCEMENTS						
Item No.	Description	Estimated Quantity Division #1	Estimated Quantity Division #2	Unit	Bid Unit Price	Bid Amount
70	Sidewalk, PCC, 5 in.	1436		SqYd	\$	\$
71	Sidewalk, PCC, 6 in.	204		SqYd	\$	\$
72	Detectable Warning	419		SqFt	\$	\$
73	Driveway, Paved, PCC, 6 in.	1199		SqYd	\$	\$
74	Milling, Variable Depth	4076		SqYd	\$	\$
75	Pavement Removal	12317		SqYd	\$	\$
76	Permanent Tape Markings	7		STA	\$	\$
77	Temporary Traffic Control	1		LS	\$	\$
78	Conventional Seeding, Seeding, Fertilizing, and Mulching	1.2		Acre	\$	\$
79	SWPPP Preparation	1		LS	\$	\$
80	SWPPP Management	1		LS	\$	\$
81	Turf Reinforcement Mats, Type 4	110		SF	\$	\$
82	Inlet Protection Device, Filter Sock	53		Each	\$	\$
83	Construction Survey	1		LS	\$	\$
84	Mobilization	1		LS	\$	\$
85	Maintenance of Postal Service	1		LS	\$	\$
86	Maintenance of Solid Waste Collection	1		LS	\$	\$
87	Concrete Washout	1		LS	\$	\$
	Total of All Unit Price Bid Items					\$

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 and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 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.

5.02 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.

5.03 Receipt of Addenda

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

6.01 Bidder’s Representations

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site

that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 Bidder's Certifications

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.

4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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)

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BID BOND (PENAL SUM FORM)

Bidder Name: [Full formal name of Bidder] Address (<i>principal place of business</i>): [Address of Bidder's principal place of business]	Surety Name: [Full formal name of Surety] Address (<i>principal place of business</i>): [Address of Surety's principal place of business]
Owner Name: City of Marshalltown Address (<i>principal place of business</i>): 24 N. Center Street Marshalltown, IA 50158	Bid Project (<i>name and location</i>): 4TH STREET AND MEADOW LANE STORM SEWER ENHANCEMENTS, SMW17001 Bid Due Date: 01/19/2021
Bond Penal Sum: [Amount] Date of Bond: [Date] 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</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) Note: 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.

BIDDERS QUALIFICATIONS STATEMENT

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:			
Corporate Office			
Name:		Phone number:	
Title:		Email address:	
Business address of corporate office:			
Local Office			
Name:		Phone number:	
Title:		Email address:	
Business address of local office:			

1.02 Provide information on the Business's organizational structure:

Form of Business:	☐ Sole Proprietorship ☐ Partnership ☐ Corporation		
☐ Limited Liability Company ☐ Joint Venture comprised of the following companies:			
1.			
2.			
3.			
Date Business was formed:		State in which Business was formed:	
Is this Business authorized to operate in the Project location?		☐ Yes ☐ No ☐ Pending	

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business:

Name of License:			
Licensing Agency:			
License No:		Expiration Date:	
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
☐ Disadvantaged Business Enterprise		
☐ Minority Business Enterprise		
☐ Woman-Owned Business Enterprise		
☐ Small Business Enterprise		
☐ Disabled Business Enterprise		
☐ Veteran-Owned Business Enterprise		
☐ Service-Disabled Veteran-Owned Business		
☐ HUBZone Business (Historically Underutilized) Business		
☐ Other		
☐ None		

ARTICLE 4—SAFETY

4.01 Provide information regarding Business's safety organization and safety performance.

Name of Business's Safety Officer:		
Safety Certifications		
Certification Name	Issuing Agency	Expiration

ARTICLE 5—CONSTRUCTION EXPERIENCE

5.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	
Estimate of revenue for the current year:	
Estimate of revenue for the previous year:	

5.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project:
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? ☐ Yes ☐ No
Been barred from contracting by any local, state, or federal agency within the last 5 years? ☐ Yes ☐ No

Been released from a bid in the past 5 years? ☐ Yes ☐ No
Defaulted on a project or failed to complete any contract awarded to it? ☐ Yes ☐ No
Refused to construct or refused to provide materials defined in the contract documents or in a change order? ☐ Yes ☐ No
Been a party to any currently pending litigation or arbitration? ☐ Yes ☐ No
Provide full details in a separate attachment if the response to any of these questions is Yes.

5.03 Completed projects: (List several from past two years.)

Location and Description of Work	Owner	Contract Amount	Date Completed

5.04 Work in Progress

Location and Description of Work	Owner	Contract Amount	Date Completed

ARTICLE 6—CONSTRUCTION EXPERIENCE CERTIFICATION

6.01 This Statement of Qualifications is offered by:

Business:

(typed or printed name of organization)

By:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of

Attest:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Address for giving notices:

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

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

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NOTICE OF AWARD

Date of Issuance:

Owner: City of Marshalltown

Owner's Project No.:

Engineer:

Engineer's Project No.:

Project:

Contract Name: 4TH STREET AND MEADOW LANE STORM SEWER ENHANCEMENTS

Bidder:

Bidder's Address:

You are notified that Owner has accepted your Bid dated **January 19, 2021** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Base Bid – Storm Water Enhancements

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.

[**Number of copies sent**] 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 [**number of copies sent**] 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, Articles 2 and 6.
3. Other conditions precedent (if any): [**Describe other conditions that require Successful Bidder's compliance**]

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 as indicated in Paragraph 2.02 of the General Conditions.

Owner: **City of Marshalltown, Iowa**

By (signature):

Name (printed):

Title:

Copy: Engineer

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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: **4th STREET AND MEADOW LANE STORM SEWER ENHANCEMENTS**. Work includes roadway, storm sewer, and water main construction.

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: roadway, storm sewer and water main construction.

ARTICLE 3 – ENGINEER

- 3.01 The Owner has retained HDR Engineering, Inc. ("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 HDR Engineering, Inc..

ARTICLE 4 – CONTRACT TIMES

- 4.01 Time is of the Essence

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

- 4.02 Contract Times: Dates

- A. The Work will be substantially complete on or before **November 30th, 2021**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **January 31, 2022**.

- 4.03 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

- B. Substantial Completion: Contractor shall pay Owner \$1,000.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
- C. 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 \$1,000.00 for each day that expires after such time until the Work is completed and ready for final payment.
- D. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive, and will not be imposed concurrently.
- E. 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 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 – **PAYMENT PROCEDURES**

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **25th** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. 95 percent of the value of the Work completed (with the balance being retainage).

- 1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 Consent of Surety

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 Interest

- A. All amounts not paid when due will bear interest at the rate of 5 percent per annum.

ARTICLE 7 – **CONTRACT DOCUMENTS**

7.01 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 as listed in the table of contents of the project manual (copy of list attached).
 6. Drawings (not attached but incorporated by reference) consisting of **109** sheets with each sheet bearing the following general title: **4th STREET AND MEADOW LANE STORM SEWER ENHANCEMENTS**.
 7. Addenda (numbers [number] to [number], inclusive).

8. Exhibits to this Agreement (enumerated as follows):
 - a. Bid Form
 - b. Bid Tabulation
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 7.01.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 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8 – REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 Standard General Conditions

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, 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, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.

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:

Joel Greer

(typed or printed)

Title:

Mayor

(typed or printed)

Attest:

(individual's signature)

Title:

City Clerk

(typed or printed)

Address for giving notices:

24 N Center Street

Marshalltown, IA

50158

Designated Representative:

Name:

Justin Nickel, P.E.

(typed or printed)

Title:

Public Works Director

(typed or printed)

Address:

24 N Center Street

Marshalltown, IA

50158

Phone:

(641) 754-5734

Email:

jnickel@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:

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PERFORMANCE BOND

Contractor Name: [Full formal name of Contractor] Address (<i>principal place of business</i>): [Address of Contractor's principal place of business]	Surety Name: [Full formal name of Surety] Address (<i>principal place of business</i>): [Address of Surety's principal place of business]
Owner Name: City of Marshalltown Mailing address (<i>principal place of business</i>): 24 North Center Street Marshalltown, IA 50158	Contract Description (<i>name and location</i>): 4TH STREET AND MEADOW LANE STORM SEWER ENHANCEMENTS, SMW17001 Contract Price: [Amount from Contract] Effective Date of Contract: [Date from Contract]
Bond Bond Amount: [Amount] Date of Bond: [Date] <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: ☐ None ☐ 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) (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: _____
<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, 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

Contractor Name: [Full formal name of Contractor] Address (<i>principal place of business</i>): [Address of Contractor's principal place of business]	Surety Name: [Full formal name of Surety] Address (<i>principal place of business</i>): [Address of Surety's principal place of business]
Owner Name: City of Marshalltown Mailing address (<i>principal place of business</i>): 24 North Center Street Marshalltown, IA 50158	Contract Description (<i>name and location</i>): 4TH STREET AND MEADOW LANE STORM SEWER ENHANCEMENTS, SMW17001 Contract Price: [Amount, from Contract] Effective Date of Contract: [Date, from Contract]
Bond Bond Amount: [Amount] Date of Bond: [Date] <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: ☐ None ☐ 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> By: _____ <i>(Signature)</i>	<i>(Full formal name of Surety) (corporate seal)</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: _____
<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 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

Contractor Name: [Full formal name of Contractor] Address (<i>principal place of business</i>): [Address of Contractor's principal place of business]	Surety Name: [Full formal name of Surety] Address (<i>principal place of business</i>): [Insert address of Surety's principal place of business]
Owner Name: City of Marshalltown Address (<i>principal place of business</i>): 24 North Center Street Marshalltown, IA 50158	Construction Contract Description (<i>name and location</i>): 4TH STREET AND MEADOW LANE STORM SEWER ENHANCEMENTS, SMW17001 Contract Price: [Amount from Contract] Effective Date of Contract: [Date from Contract] Contract's Date of Substantial Completion: [Date from Contract]
Bond Bond Amount: [Amount] Date of Bond: [Date] Modifications to this Bond form: ☒ None ☐ See Paragraph 9	
Bond Period: Commencing 364 days after Substantial Completion of the Work under the Construction Contract, and continuing until five (5) 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> By: _____ <i>(Signature)</i>	<i>(Full formal name of Surety) (corporate seal)</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 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 Construction Contract's Correction Period clause, EJCDC®C-700, Standard General Conditions of the Construction Contract (2018), Paragraph 15.08, 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: **"None"**

NOTICE TO PROCEED

Owner:	City of Marshalltown	Owner's Project No.:	SMW17001
Engineer:	HDR Engineering, Inc.	Engineer's Project No.:	
Contractor:		Contractor's Project No.:	
Project:	4th Street and Meadow Lane Storm Sewer Enhancements		
Contract Name:			
Effective Date of Contract:			

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on **[date Contract Times are to start]** pursuant to Paragraph 4.01 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.

In accordance with the Agreement: **[Select one of the following two alternatives, insert dates or number of days, and delete the other alternative.]**

The date by which Substantial Completion must be achieved is **[date for Substantial Completion, from Agreement]**, and the date by which readiness for final payment must be achieved is **[date for readiness, from Agreement]**.

[or]

The number of days to achieve Substantial Completion is **[number of days, from Agreement]** from the date stated above for the commencement of the Contract Times, resulting in a date for Substantial Completion of **[date, calculated from commencement date above]**; and the number of days to achieve readiness for final payment is **[number of days, from Agreement]** from the commencement date of the Contract Times, resulting in a date for readiness for final payment of **[date, calculated from commencement date above]**.

Before starting any Work at the Site, Contractor must comply with the following:

[Note any access limitations, security procedures, or other restrictions]

Owner:	City of Marshalltown
By (signature):	
Name (printed):	
Title:	
Date Issued:	
Copy: Engineer	

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CONTRACT CONDITIONS

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

TABLE OF CONTENTS

	Page
Article 1—Definitions and Terminology	76
1.01 Defined Terms.....	76
1.02 Terminology	81
Article 2—Preliminary Matters	82
2.01 Delivery of Performance and Payment Bonds; Evidence of Insurance	82
2.02 Copies of Documents	83
2.03 Before Starting Construction	83
2.04 Preconstruction Conference; Designation of Authorized Representatives ...	83
2.05 Acceptance of Schedules.....	83
2.06 Electronic Transmittals	84
Article 3—Contract Documents: Intent, Requirements, Reuse.....	84
3.01 Intent	84
3.02 Reference Standards	85
3.03 Reporting and Resolving Discrepancies	85
3.04 Requirements of the Contract Documents	86
3.05 Reuse of Documents.....	87
Article 4—Commencement and Progress of the Work	87
4.01 Commencement of Contract Times; Notice to Proceed	87
4.02 Starting the Work	87
4.03 Reference Points.....	87
4.04 Progress Schedule	88
4.05 Delays in Contractor’s Progress	88
Article 5—Site; Subsurface and Physical Conditions; Hazardous Environmental Conditions	90
5.01 Availability of Lands	90
5.02 Use of Site and Other Areas	90
5.03 Subsurface and Physical Conditions	91
5.04 Differing Subsurface or Physical Conditions	92

5.05	Underground Facilities	94
5.06	Hazardous Environmental Conditions at Site	96
Article 6—Bonds and Insurance		98
6.01	Performance, Payment, and Other Bonds	98
6.02	Insurance—General Provisions.....	99
6.03	Contractor’s Insurance	101
6.04	Builder’s Risk and Other Property Insurance	102
6.05	Property Losses; Subrogation	102
6.06	Receipt and Application of Property Insurance Proceeds	104
Article 7—Contractor’s Responsibilities.....		104
7.01	Contractor’s Means and Methods of Construction	104
7.02	Supervision and Superintendence	104
7.03	Labor; Working Hours	105
7.04	Services, Materials, and Equipment.....	105
7.05	“Or Equals”	105
7.06	Substitutes	107
7.07	Concerning Subcontractors and Suppliers.....	108
7.08	Patent Fees and Royalties	110
7.09	Permits.....	110
7.10	Taxes	110
7.11	Laws and Regulations.....	111
7.12	Record Documents	111
7.13	Safety and Protection.....	111
7.14	Hazard Communication Programs	113
7.15	Emergencies	113
7.16	Submittals	113
7.17	Contractor’s General Warranty and Guarantee.....	116
7.18	Indemnification	117
7.19	Delegation of Professional Design Services	117
Article 8—Other Work at the Site		118
8.01	Other Work.....	118
8.02	Coordination.....	119
8.03	Legal Relationships.....	119

Article 9—Owner’s Responsibilities	121
9.01 Communications to Contractor	121
9.02 Replacement of Engineer	121
9.03 Furnish Data	121
9.04 Pay When Due	121
9.05 Lands and Easements; Reports, Tests, and Drawings	121
9.06 Insurance	121
9.07 Change Orders.....	121
9.08 Inspections, Tests, and Approvals	121
9.09 Limitations on Owner’s Responsibilities	121
9.10 Undisclosed Hazardous Environmental Condition	122
9.11 Evidence of Financial Arrangements.....	122
9.12 Safety Programs	122
Article 10—Engineer’s Status During Construction	122
10.01 Owner’s Representative	122
10.02 Visits to Site	122
10.03 Resident Project Representative.....	123
10.04 Engineer’s Authority	123
10.05 Determinations for Unit Price Work	123
10.06 Decisions on Requirements of Contract Documents and Acceptability of Work.....	123
10.07 Limitations on Engineer’s Authority and Responsibilities	123
10.08 Compliance with Safety Program	124
Article 11—Changes to the Contract.....	124
11.01 Amending and Supplementing the Contract.....	124
11.02 Change Orders.....	124
11.03 Work Change Directives	125
11.04 Field Orders	125
11.05 Owner-Authorized Changes in the Work	126
11.06 Unauthorized Changes in the Work	126
11.07 Change of Contract Price	126
11.08 Change of Contract Times	127
11.09 Change Proposals.....	128

11.10 Notification to Surety	129
Article 12—Claims.....	129
12.01 Claims	129
Article 13—Cost of the Work; Allowances; Unit Price Work	131
13.01 Cost of the Work	131
13.02 Allowances	134
13.03 Unit Price Work	135
Article 14—Tests and Inspections; Correction, Removal, or Acceptance of Defective Work.....	136
14.01 Access to Work	136
14.02 Tests, Inspections, and Approvals	136
14.03 Defective Work.....	137
14.04 Acceptance of Defective Work	137
14.05 Uncovering Work.....	138
14.06 Owner May Stop the Work	138
14.07 Owner May Correct Defective Work.....	138
Article 15—Payments to Contractor; Set-Offs; Completion; Correction Period	139
15.01 Progress Payments.....	139
15.02 Contractor’s Warranty of Title.....	142
15.03 Substantial Completion	143
15.04 Partial Use or Occupancy	144
15.05 Final Inspection	144
15.06 Final Payment	144
15.07 Waiver of Claims	146
15.08 Correction Period	146
Article 16—Suspension of Work and Termination	147
16.01 Owner May Suspend Work	147
16.02 Owner May Terminate for Cause	147
16.03 Owner May Terminate for Convenience.....	148
16.04 Contractor May Stop Work or Terminate.....	149
Article 17—Final Resolution of Disputes	149
17.01 Methods and Procedures	149
Article 18—Miscellaneous	150

18.01 Giving Notice..... 150

18.02 Computation of Times 150

18.03 Cumulative Remedies 150

18.04 Limitation of Damages 150

18.05 No Waiver 151

18.06 Survival of Obligations 151

18.07 Controlling Law 151

18.08 Assignment of Contract..... 151

18.09 Successors and Assigns 151

18.10 Headings..... 151

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.

10. *Claim*

- a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.
 - b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.
 - c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.
 - d. A demand for money or services by a third party is not a Claim.
11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
15. *Contract Times*—The number of days or the dates by which Contractor shall:
(a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.

20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.
22. *Engineer*—The individual or entity named as such in the Agreement.
23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.
- a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
 - b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
 - c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.
28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.

30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.
32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.
34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals.
36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.
39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on

special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion of such Work.

43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.

44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.

45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

46. *Technical Data*

- a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.
- b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.
- c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.

47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks,

tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

48. *Unit Price Work*—Work to be paid for on the basis of unit prices.

49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 Terminology

- A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives*: The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day*: The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective*: The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - 1. does not conform to the Contract Documents;
 - 2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

3. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).

E. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
2. The word "install," when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
3. The words "perform" or "provide," when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.
4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

F. *Contract Price or Contract Times*: References to a change in "Contract Price or Contract Times" or "Contract Times or Contract Price" or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term "or both" is not expressed.

G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

- A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).
- B. *Evidence of Contractor's Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.
- C. *Evidence of Owner's Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall

promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:
 - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 - 2. a preliminary Schedule of Submittals; and
 - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be

held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.

- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.
- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- G. Nothing in the Contract Documents creates:
 - 1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
 - 2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 *Reference Standards*

A. *Standards Specifications, Codes, Laws and Regulations*

- 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
- 2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

- 1. ***Contractor's Verification of Figures and Field Measurements:*** Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by

an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work

under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

A. Contractor and its Subcontractors and Suppliers shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

4.03 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the

accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
 - 1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 - 2. Abnormal weather conditions;
 - 3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
 - 4. Acts of war or terrorism.

- D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:
1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
 2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
 3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.
- E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:
1. The circumstances that form the basis for the requested adjustment;
 2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
 3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
 4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
 5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.
- Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.
- F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.
- G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*

- 1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
- 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant

against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 - 1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;
 - 2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and
 - 3. Technical Data contained in such reports and drawings.
- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.
- C. *Reliance by Contractor on Technical Data:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.
- D. *Limitations of Other Data and Documents:* Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer,

or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;
2. is of such a nature as to require a change in the Drawings or Specifications;
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the

subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

- D. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- E. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
 - c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
 2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;
 - b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice required by Paragraph 5.04.A.
 3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
 4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

- F. *Underground Facilities; Hazardous Environmental Conditions*: Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities*: Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:
1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 2. complying with applicable state and local utility damage prevention Laws and Regulations;
 3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
 4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor*: If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.
- C. *Engineer's Review*: Engineer will:
1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
 2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;
 3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and
 4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.

During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- F. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and
 - c. Contractor gave the notice required in Paragraph 5.05.B.
 2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.
 4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;
2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a

qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.
- H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of

them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.
- B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.
- C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
- E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.

- F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.
- H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Alternative forms of insurance coverage, including but not limited to self-insurance and "Occupational Accident and Excess Employer's Indemnity Policies," are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.
- D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.
- E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1)

any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.

- F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.
- H. Contractor shall require:
 - 1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and
 - 2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.
- I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.
- K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.
- L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.
- M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under

the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.

- N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

6.03 *Contractor's Insurance*

- A. *Required Insurance*: Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.
- B. *General Provisions*: The policies of insurance required by this Paragraph 6.03 as supplemented must:
1. include at least the specific coverages required;
 2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;
 3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;
 4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and
 5. include all necessary endorsements to support the stated requirements.
- C. *Additional Insureds*: The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:
1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;
 2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;
 3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);
 4. not seek contribution from insurance maintained by the additional insured; and
 5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions,

or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 *Builder's Risk and Other Property Insurance*

- A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.
- B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.
- C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.
- D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.
- E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

- A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds

thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.
 2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.
1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.
- C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.
- D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.
- B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.
- C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.04 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.05 *"Or Equals"*

- A. *Contractor's Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or

material, or items from other proposed Suppliers, under the circumstances described below.

1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an “or equal” item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that the proposed item:
 - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) has a proven record of performance and availability of responsive service; and
 - 4) is not objectionable to Owner.
 - b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor’s Expense*: Contractor shall provide all data in support of any proposed “or equal” item at Contractor’s expense.
- C. *Engineer’s Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each “or-equal” request. Engineer may require Contractor to furnish additional data about the proposed “or-equal” item. Engineer will be the sole judge of acceptability. No “or-equal” item will be ordered, furnished, installed, or utilized until Engineer’s review is complete and Engineer determines that the proposed item is an “or-equal,” which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer’s Determination*: Neither approval nor denial of an “or-equal” request will result in any change in Contract Price. The Engineer’s denial of an “or-equal” request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.
- E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an “or-equal” item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 Substitutes

- A. *Contractor's Request; Governing Criteria:* Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.
1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.
 2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
 3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:
 - a. will certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design;
 - 2) be similar in substance to the item specified; and
 - 3) be suited to the same use as the item specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from the item specified; and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to

changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

- B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.
- B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.

- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.
- E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.
- F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.
- L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.
- M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.09 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.11 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.
- C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.

- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
1. all persons on the Site or who may be affected by the Work;
 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
- F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.
- H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).
- J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill

warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

1. Before submitting a Shop Drawing or Sample, Contractor shall:
 - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determine and verify:
 - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
 - 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - 3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
 - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.
3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a

written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.

- B. *Submittal Procedures for Shop Drawings and Samples*: Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.

1. *Shop Drawings*

- a. Contractor shall submit the number of copies required in the Specifications.
- b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.

2. *Samples*

- a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.
3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Engineer's Review of Shop Drawings and Samples*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.
3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved

variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. Resubmittal Procedures for Shop Drawings and Samples

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.
2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
 - a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
 - b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.

- c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.
 - d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.
 - 2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05.
- F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 Contractor's General Warranty and Guarantee

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.
- B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:
 - 1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and
 - 2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.
- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 - 2. normal wear and tear under normal usage.
- D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:
 - 1. Observations by Engineer;
 - 2. Recommendation by Engineer or payment by Owner of any progress or final payment;

3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 4. Use or occupancy of the Work or any part thereof by Owner;
 5. Any review and approval of a Shop Drawing or Sample submittal;
 6. The issuance of a notice of acceptability by Engineer;
 7. The end of the correction period established in Paragraph 15.08;
 8. Any inspection, test, or approval by others; or
 9. Any correction of defective Work by Owner.
- E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 *Delegation of Professional Design Services*

- A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the

Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.

- B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.
- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.
- D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.
- E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:
 - 1. Checking for conformance with the requirements of this Paragraph 7.19;
 - 2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
 - 3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.
- F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.
- G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has

arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.

- C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.
- D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.
- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 - 1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 - 2. An itemization of the specific matters to be covered by such authority and responsibility; and
 - 3. The extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

- A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or

increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
 - 1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.
 - 2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.
- C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other

dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9—OWNER’S RESPONSIBILITIES

9.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer’s status under the Contract Documents will be that of the former Engineer.

9.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner’s duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner’s duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner’s identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

- A. Owner’s responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

- A. Owner’s responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

- A. Owner’s responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner’s Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor’s means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations

applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident

thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Resident Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.
- B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 *Engineer's Authority*

- A. Engineer has the authority to reject Work in accordance with Article 14.
- B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.
- C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.
- D. Engineer's authority as to changes in the Work is set forth in Article 11.
- E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.06 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

- A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
- B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.
- C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 *Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;

3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and
 4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 *Work Change Directives*

- A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.
- B. If Owner has issued a Work Change Directive and:
1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.
 2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 *Field Orders*

- A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.
- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.
- B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.
- C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
 - 1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
 - 2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
 - 3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).

- C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit will be determined as follows:
1. A mutually acceptable fixed fee; or
 2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
 - b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;
 - c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
 - d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
 - e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
 - f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

11.08 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.

- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 *Change Proposals*

A. *Purpose and Content:* Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

B. *Change Proposal Procedures*

1. *Submittal:* Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.
2. *Supporting Data:* The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.
 - a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.
 - b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

3. *Engineer's Initial Review:* Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.
4. *Engineer's Full Review and Action on the Change Proposal:* Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time

thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.

C. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12—CLAIMS

12.01 *Claims*

- A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:

1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;
3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and
4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.

- B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim

by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

- C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation*
 - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.
 - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.
 - 3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

- A. *Purposes for Determination of Cost of the Work:* The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
 2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.
 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.
 3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the

Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.
5. Other costs consisting of the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.
 - c. *Construction Equipment Rental*
 - 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.
 - 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.
 - 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.

- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.
 - g. The cost of utilities, fuel, and sanitary facilities at the Site.
 - h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
 - i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.
- C. *Costs Excluded:* The term Cost of the Work does not include any of the following items:
- 1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
 - 2. The cost of purchasing, renting, or furnishing small tools and hand tools.
 - 3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
 - 4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 - 5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work,

disposal of materials or equipment wrongly supplied, and making good any damage to property.

6. Expenses incurred in preparing and advancing Claims.
7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. Contractor's Fee

1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
 - a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.
 - b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:
 - 1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.
 - 2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.
2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

- E. Documentation and Audit:** Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 Allowances

- A.** It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. Cash Allowances:** Contractor agrees that:
1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.
- C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.
- E. *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 quantity of the item of Unit Price Work performed by Contractor differs materially and significantly 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.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 Access to Work

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 Tests, Inspections, and Approvals

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 3. by manufacturers of equipment furnished under the Contract Documents;
 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

- A. *Contractor's Obligation*: It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority*: Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects*: Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the

Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
 - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by

Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.

- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments*
 - 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.
 - 2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation

warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. Review of Applications

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work;
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. Payment Becomes Due

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. Reductions in Payment by Owner

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or

- damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
- b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. The Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. The Contract Price has been reduced by Change Orders;
 - i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
 - j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or
 - l. Other items entitle Owner to a set-off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and

other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.
 2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.

2. The final Application for Payment must be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all duly pending Change Proposals and Claims; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
 3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.
- B. *Engineer's Review of Final Application and Recommendation of Payment:* If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.
- C. *Notice of Acceptability:* In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.
- D. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written

recommendation of final payment and issuance of notice of the acceptability of the Work.

- E. *Final Payment Becomes Due*: Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim, appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such adjacent areas;
 - 2. correct such defective Work;
 - 3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.
- C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and

damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.

- D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);
 - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or

4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
 1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate for Convenience*

- A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the

Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this article:
1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and
 2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.

- B. *Final Resolution of Disputes*: For any dispute subject to resolution under this article, Owner or Contractor may:
1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;
 2. agree with the other party to submit the dispute to another dispute resolution process; or
 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

- A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:
1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
 2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
 3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 *Computation of Times*

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or

damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

18.09 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

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SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

TABLE OF CONTENTS

	Page
ARTICLE 1— DEFINITIONS AND TERMINOLOGY	155
ARTICLE 2— PRELIMINARY MATTERS	155
2.01 Delivery of Bonds and Evidence of Insurance.....	155
2.02 Copies of Documents.....	155
2.06 Electronic Transmittals.....	156
ARTICLE 3— CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE.....	160
3.03 Reporting and Resolving Discrepancies	160
ARTICLE 4— COMMENCEMENT AND PROGRESS OF THE WORK	161
4.05 Delays in Contractor's Progress.....	161
ARTICLE 5— SITE, SUBSURFACE AND PHYSICAL CONDITIONS, HAZARDOUS ENVIRONMENTAL CONDITIONS	162
5.03 Subsurface and Physical Conditions.....	162
5.06 Hazardous Environmental Conditions	162
ARTICLE 6— BONDS AND INSURANCE	163
6.01 Performance, Payment, and Other Bonds	163
6.02 Insurance—General Provisions.....	163
6.03 Contractor's Insurance	164
6.04 Builder's Risk and Other Property Insurance	168
ARTICLE 7— CONTRACTOR'S RESPONSIBILITIES	169
7.03 Labor; Working Hours	169
7.07 Concerning Subcontractors and Suppliers.....	169
7.10 Taxes	169
ARTICLE 8— OTHER WORK AT THE SITE	170
ARTICLE 9— OWNER'S RESPONSIBILITIES	170
9.13 Owner's Site Representative.....	170
9.13 Owner's Site Representative.....	170
ARTICLE 10— ENGINEER'S STATUS DURING CONSTRUCTION.....	170
ARTICLE 11— CHANGES TO THE CONTRACT	170

ARTICLE 12— CLAIMS	170
ARTICLE 13— COST OF WORK; ALLOWANCES, UNIT PRICE WORK	170
13.01 Cost of the Work	170
ARTICLE 14— TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK.....	171
ARTICLE 15— PAYMENTS TO CONTRACTOR, SET OFFS; COMPLETIONS; CORRECTION PERIOD	171
15.01 Progress Payments.....	171
15.03 Substantial Completion	172
15.06 Final Payment	172
15.08 Correction Period	172
ARTICLE 16— SUSPENSION OF WORK AND TERMINATION	173
ARTICLE 17— FINAL RESOLUTIONS OF DISPUTES	173
17.02 Attorneys' Fees	173
ARTICLE 18— MISCELLANEOUS	173
ARTICLE 19— FEDERAL REQUIREMENTS	173
19.01 Conflict of Interest	173
Article 19.02 Gratuities	173
19.03 Environmental Requirements	174

SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

These Supplementary Conditions amend or supplement EJCDC® C-700, Standard General Conditions of the Construction Contract (2018). 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.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added—for example, "Paragraph SC-4.05."

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

No Supplementary Conditions in this Article.

ARTICLE 2—PRELIMINARY MATTERS

2.01 Delivery of Bonds and Evidence of Insurance

SC-2.01 Delete Paragraphs 2.01.B. and C. in their entirety and insert the following in their place:

- B. *Evidence of Contractor's Insurance:* When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner copies of the policies (including all endorsements, and identification of applicable self-insured retentions and deductibles) of insurance required to be provided by Contractor in this Contract. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- C. *Evidence of Owner's Insurance:* After receipt from Contractor of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor copies of the policies of insurance to be provided by Owner in this Contract (if any). Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

2.02 Copies of Documents

SC-2.02 Amend the first sentence of Paragraph 2.02.A. to read as follows:

Owner shall furnish to Contractor one (1) printed copies of the Contract Documents (including one fully signed counterpart of the Agreement), and one (1) copy in electronic portable document format (PDF).

2.06 *Electronic Transmittals*

SC-2.06 Delete Paragraphs 2.06.B and 2.06.C in their entirety and insert the following in their place:

B. *Electronic Documents Protocol*: The parties shall conform to the following provisions in Paragraphs 2.06.B and 2.06.C, together referred to as the Electronic Documents Protocol (“EDP” or “Protocol”) for exchange of electronic transmittals.

1. Basic Requirements

- a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents in an electronic or digital format using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Contract.
- b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.
- c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Contract Documents.
- d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between a party and any third party for any portion of the Work on the Project, or any Project-related services, where that third party is, either directly or indirectly, required to exchange Electronic Documents with a party or with Engineer. Nothing herein will modify the requirements of the Contract regarding communications between and among the parties and their subcontractors and consultants.
- e. When transmitting Electronic Documents, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving party’s use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.
- f. Nothing herein negates any obligation 1) in the Contract to create, provide, or maintain an original printed record version of Drawings and Specifications, signed and sealed according to applicable Laws and Regulations; 2) to comply with any applicable Law or Regulation governing the signing and sealing of design documents or the signing and electronic transmission of any other documents; or 3) to comply with the notice requirements of Paragraph 18.01 of the General Conditions.

2. System Infrastructure for Electronic Document Exchange

- a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. With the exception of minimum standards set forth in this EDP, and any explicit system requirements specified by attachment to this EDP, it is the obligation of each party to determine, for itself, its own System Infrastructure.
 - 1) The maximum size of an email attachment for exchange of Electronic Documents under this EDP is 20 MB. Attachments larger than that may be exchanged using large file transfer functions or physical media.
 - 2) Each Party assumes full and complete responsibility for any and all of its own costs, delays, deficiencies, and errors associated with converting, translating, updating, verifying, licensing, or otherwise enabling its System Infrastructure, including operating systems and software, for use with respect to this EDP.
- b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project, including coordination with the party's individual(s) or entity responsible for managing its System Infrastructure and capable of addressing routine communications and other IT issues affecting the exchange of Electronic Documents.
- c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it shall not be liable to the other party for any breach of system security.
- d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties shall cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent. If the changes cause additional cost or time to Contractor, not reasonably anticipated under the original EDP, Contractor may seek an adjustment in price or time under the appropriate process in the Contract.

- e. Each party is responsible for its own back-up and archive of documents sent and received during the term of the contract under this EDP, unless this EDP establishes a Project document archive, either as part of a mandatory Project website or other communications protocol, upon which the parties may rely for document archiving during the specified term of operation of such Project document archive. Further, each party remains solely responsible for its own post-Project back-up and archive of Project documents after the term of the Contract, or after termination of the Project document archive, if one is established, for as long as required by the Contract and as each party deems necessary for its own purposes.
- f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.
- g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP. The parties will attempt to complete a successful transmission of the Electronic Document or use an alternative delivery method to complete the communication.
- h. The Owner will operate a Project information management system (also referred to in this EDP as "Project Website") for use of Owner, Engineer and Contractor during the Project for exchange and storage of Project-related communications and information. Except as otherwise provided in this EDP or the General Conditions, use of the Project Website by the parties as described in this Paragraph will be mandatory for exchange of Project documents, communications, submittals, and other Project-related information. The following conditions and standards will govern use of the Project Website:
 - 1) Describe the period of time during which the Project Website will be operated and be available for reliance by the parties;
 - 2) Provide any minimum system infrastructure, software licensing and security standards for access to and use of the Project Website;
 - 3) Describe the types and extent of services to be provided at the Project Website (such as large file transfer, email, communication and document archives, etc.); and
 - 4) Include any other Project Website attributes that may be pertinent to Contractor's use of the facility and pricing of such use.

C. Software Requirements for Electronic Document Exchange; Limitations

- 1. Each party will acquire the software and software licenses necessary to create and transmit Electronic Documents and to read and to use any Electronic Documents received from the other party (and if relevant from

third parties), using the software formats required in this section of the EDP.

- a. Prior to using any updated version of the software required in this section for sending Electronic Documents to the other party, the originating party will first notify and receive concurrence from the other party for use of the updated version or adjust its transmission to comply with this EDP.
2. The parties agree not to intentionally edit, reverse engineer, decrypt, remove security or encryption features, or convert to another format for modification purposes any Electronic Document or information contained therein that was transmitted in a software data format, including Portable Document Format (PDF), intended by sender not to be modified, unless the receiving party obtains the permission of the sending party or is citing or quoting excerpts of the Electronic Document for Project purposes.
3. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in Exhibit A to this EDP, including software versions, if listed.

SC-2.06 Supplement Paragraph 2.06 of the General Conditions by adding the following paragraph:

D. Requests by Contractor for Electronic Documents in Other Formats

1. Release of any Electronic Document versions of the Project documents in formats other than those identified in the Electronic Documents Protocol (if any) or elsewhere in the Contract will be at the sole discretion of the Owner.
2. To extent determined by Owner, in its sole discretion, to be prudent and necessary, release of Electronic Documents versions of Project documents and other Project information requested by Contractor ("Request") in formats other than those identified in the Electronic Documents Protocol (if any) or elsewhere in the Contract will be subject to the provisions of the Owner's response to the Request, and to the following conditions to which Contractor agrees:
 - a. The content included in the Electronic Documents created by Engineer and covered by the Request was prepared by Engineer as an internal working document for Engineer's purposes solely, and is being provided to Contractor on an "AS IS" basis without any warranties of any kind, including, but not limited to any implied warranties of fitness for any purpose. As such, Contractor is advised and acknowledges that the content may not be suitable for Contractor's application, or may require substantial modification and independent verification by Contractor. The content may include limited resolution of models, not-to-scale schematic representations and symbols, use of notes to convey design concepts in lieu of accurate graphics, approximations, graphical simplifications,

undocumented intermediate revisions, and other devices that may affect subsequent reuse.

- b. Electronic Documents containing text, graphics, metadata, or other types of data that are provided by Engineer to Contractor under the request are only for convenience of Contractor. Any conclusion or information obtained or derived from such data will be at the Contractor's sole risk and the Contractor waives any claims against Engineer or Owner arising from use of data in Electronic Documents covered by the Request.
 - c. Contractor shall indemnify and hold harmless Owner and Engineer and their subconsultants from all claims, damages, losses, and expenses, including attorneys' fees and defense costs arising out of or resulting from Contractor's use, adaptation, or distribution of any Electronic Documents provided under the Request.
 - d. Contractor agrees not to sell, copy, transfer, forward, give away or otherwise distribute this information (in source or modified file format) to any third party without the direct written authorization of Engineer, unless such distribution is specifically identified in the Request and is limited to Contractor's subcontractors. Contractor warrants that subsequent use by Contractor's subcontractors complies with all terms of the Contract Documents and Owner's response to Request.
3. In the event that Owner elects to provide or directs the Engineer to provide to Contractor any Contractor-requested Electronic Document versions of Project information that is not explicitly identified in the Contract Documents as being available to Contractor, the Owner shall be reimbursed by Contractor on an hourly basis (at \$100.00 per hour) for any engineering costs necessary to create or otherwise prepare the data in a manner deemed appropriate by Engineer.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.03 *Reporting and Resolving Discrepancies*

SC-3.03.B.1 The following shall be added to Paragraph 3.03.B.1 as Paragraph 3.03.B.1.c:

- c. In resolving conflicts, errors or discrepancies within the Contract Documents, the various elements will be given precedence in the following order:
 - 1) Agreement with Change Orders or Modifications
 - 2) Specific Project Requirements
 - 3) Supplementary Conditions
 - 4) General Conditions
 - 5) Specifications (Part II)

6) Drawings

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.05 Delays in Contractor's Progress

SC-4.05 Amend Paragraph 4.05.C by adding the following subparagraphs:

5. Weather-Related Delays

- a. If “abnormal weather conditions” as set forth in Paragraph 4.05.C.2 of the General Conditions are the basis for a request for an equitable adjustment in the Contract Times, such request must be documented by data substantiating each of the following: 1) that weather conditions were abnormal for the period of time in which the delay occurred, 2) that such weather conditions could not have been reasonably anticipated, and 3) that such weather conditions had an adverse effect on the Work as scheduled.
- b. The existence of abnormal weather conditions will be determined on a month-by-month basis in accordance with the following:
 - 1) Every workday on which one or more of the following conditions exist will be considered a “bad weather day”:
 - i) Total precipitation (as rain equivalent) occurring between 7:00 p.m. on the preceding day (regardless of whether such preceding day is a workday) through 7:00 p.m. on the workday in question equals or exceeds 1.67 inches of precipitation (as rain equivalent, based on the snow/rain conversion indicated in the table entitled Foreseeable Bad Weather Days; such table is hereby incorporated in this SC-4.05.C by reference.
 - ii) Ambient outdoor air temperature at 11:00 a.m. is equal to or less than the following low temperature threshold: 35 degrees Fahrenheit; or, at 3:00 p.m. the ambient outdoor temperature is equal to or greater than the following high temperature threshold: 85 degrees Fahrenheit.
 - 2) Determination of actual bad weather days during performance of the Work will be based on the weather records measured and recorded by National Weather Service weather monitoring station at Marshalltown, Marshalltown Municipal Airport (KMIW).
 - 3) Contractor shall anticipate the number of foreseeable bad weather days per month indicated in the table in Exhibit B—Foreseeable Bad Weather Days.
 - 4) In each month, every bad weather day exceeding the number of foreseeable bad weather days established in the table in Exhibit B—Foreseeable Bad Weather Days will be considered as

“abnormal weather conditions.” The existence of abnormal weather conditions will not relieve Contractor of the obligation to demonstrate and document that delays caused by abnormal weather are specific to the planned work activities or that such activities thus delayed were on Contractor’s then-current Progress Schedule’s critical path for the Project.

ARTICLE 5—SITE, SUBSURFACE AND PHYSICAL CONDITIONS, HAZARDOUS ENVIRONMENTAL CONDITIONS

5.03 Subsurface and Physical Conditions

SC-5.03 Add the following new paragraphs immediately after Paragraph 5.03.D:

- E. The following table lists the reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data, and specifically identifies the Technical Data in the report upon which Contractor may rely:

Report Title	Date of Report	Technical Data
		None

- F. The following table lists the drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data, and specifically identifies the Technical Data upon which Contractor may rely:

Drawings Title	Date of Drawings	Technical Data
		None

- G. Contractor may examine copies of reports and drawings identified in SC-5.03.E and SC-5.03.F that were not included with the Bidding Documents at City Engineer’s Office during regular business hours, or may request copies from Engineer.

5.06 Hazardous Environmental Conditions

SC-5.06 Add the following new paragraphs immediately after Paragraph 5.06.A.3:

4. The following table lists the reports known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and the Technical Data (if any) upon which Contractor may rely:

Report Title	Date of Report	Technical Data
		None

Report Title	Date of Report	Technical Data

5. The following table lists the drawings known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and Technical Data (if any) contained in such Drawings upon which Contractor may rely:

Drawings Title	Date of Drawings	Technical Data
		None

ARTICLE 6—BONDS AND INSURANCE

6.01 Performance, Payment, and Other Bonds

SC-6.01 Add the following paragraphs immediately after Paragraph 6.01.A:

1. *Required Performance Bond Form:* The performance bond that Contractor furnishes will be in the form of EJCDC® C-610, Performance Bond (2018 edition).
2. *Required Payment Bond Form:* The payment bond that Contractor furnishes will be in the form of EJCDC® C-615, Payment Bond (2018 edition).

SC-6.01 Add the following paragraphs immediately after Paragraph 6.01.B:

1. The correction period specified as one year after the date of Substantial Completion in Paragraph 15.08.A of the General Conditions is hereby revised to be **four (4) years** after Substantial Completion.
2. After Substantial Completion, Contractor shall furnish a warranty bond issued in the form of EJCDC® C-612, Warranty Bond (2018). The warranty bond must be in a bond amount of **15 percent** of the final Contract Price. The warranty bond period will extend to a date **four (4) years** after Substantial Completion of the Work. Contractor shall deliver the fully executed warranty bond to Owner prior to or with the final application for payment, and in any event no later than 11 months after Substantial Completion.
3. The warranty bond must be issued by the same surety that issues the performance bond required under Paragraph 6.01.A of the General Conditions.

6.02 Insurance—General Provisions

SC-6.02 Add the following paragraph immediately after Paragraph 6.02.B:

1. Contractor may obtain worker's compensation insurance from an insurance company that has not been rated by A.M. Best, provided that such company (a) is domiciled in the state in which the Project is located,

(b) is certified or authorized as a worker's compensation insurance provider by the appropriate state agency, and (c) has been accepted to provide worker's compensation insurance for similar projects by the state within the last 12 months.

6.03 Contractor's Insurance

SC-6.03 Supplement Paragraph 6.03 with the following provisions after Paragraph 6.03.C:

- D. **Workers' Compensation and Employer's Liability:** Contractor shall purchase and maintain workers' compensation and employer's liability insurance, including, as applicable, United States Longshoreman and Harbor Workers' Compensation Act, Jones Act, stop-gap employer's liability coverage for monopolistic states, and foreign voluntary workers' compensation (from available sources, notwithstanding the jurisdictional requirement of Paragraph 6.02.B of the General Conditions).

Workers' Compensation and Related Policies	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Applicable Federal (e.g., Longshoreman's)	Statutory
Foreign voluntary workers' compensation (employer's responsibility coverage), if applicable	Statutory
Jones Act (if applicable)	
Bodily injury by accident—each accident	Not Applicable
Bodily injury by disease—aggregate	Not Applicable
Employer's Liability	
Each accident	\$500,000
Each employee	\$500,000
Policy limit	\$1,000,000
Stop-gap Liability Coverage	
For work performed in monopolistic states, stop-gap liability coverage must be endorsed to either the worker's compensation or commercial general liability policy with a minimum limit of:	Not Applicable

- E. **Commercial General Liability—Claims Covered:** Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:
1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees,
 2. damages insured by reasonably available personal injury liability coverage, and
 3. damages because of injury to or destruction of tangible property

wherever located, including loss of use resulting therefrom.

- F. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage.
 - a. Such insurance must be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
 2. Blanket contractual liability coverage, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 3. Severability of interests and no insured-versus-insured or cross-liability exclusions.
 4. Underground, explosion, and collapse coverage.
 5. Personal injury coverage.
 6. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
 7. For design professional additional insureds, ISO Endorsement CG 20 32 07 04 "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- G. *Commercial General Liability—Excluded Content:* The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:
1. Any modification of the standard definition of "insured contract" (except to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property).
 2. Any exclusion for water intrusion or water damage.
 3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.
 4. Any exclusion of coverage relating to earth subsidence or movement.
 5. Any exclusion for the insured's vicarious liability, strict liability, or

statutory liability (other than worker's compensation).

6. Any limitation or exclusion based on the nature of Contractor's work.
7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.

H. Commercial General Liability—Minimum Policy Limits

Commercial General Liability	Policy limits of not less than:
General Aggregate	\$2,000,000
Products—Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Bodily Injury and Property Damage—Each Occurrence	\$1,000,000

- I. *Automobile Liability*: Contractor shall purchase and maintain automobile liability insurance for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy must be written on an occurrence basis.

Automobile Liability	Policy limits of not less than:
Bodily Injury	
Each Person	\$1,000,000
Each Accident	\$1,000,000
Property Damage	
Each Accident	\$1,000,000
[or]	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	\$2,000,000

- J. *Umbrella or Excess Liability*: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the Paragraphs above. The coverage afforded must be at least as broad as that of each and every one of the underlying policies.

Excess or Umbrella Liability	Policy limits of not less than:
Each Occurrence	\$5,000,000
General Aggregate	\$5,000,000

- K. *Using Umbrella or Excess Liability Insurance to Meet CGL and Other Policy Limit Requirements*: Contractor may meet the policy limits specified for employer's liability, commercial general liability, and automobile liability

through the primary policies alone, or through combinations of the primary insurance policy's policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy, as specified herein. If such umbrella or excess liability policy was required under this Contract, at a specified minimum policy limit, such umbrella or excess policy must retain a minimum limit of \$5,000,000 after accounting for partial attribution of its limits to underlying policies, as allowed above.

- L. ***Contractor's Pollution Liability Insurance:*** Contractor shall purchase and maintain a policy covering third-party injury and property damage, including cleanup costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance must be maintained for no less than three years after final completion.

Contractor's Pollution Liability	Policy limits of not less than:
Each Occurrence/Claim	Not Applicable
General Aggregate	Not Applicable

- M. ***Contractor's Professional Liability Insurance:*** If Contractor will provide or furnish professional services under this *Contract*, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance must cover negligent acts, errors, or omissions in the performance of professional design or related services by the insured or others for whom the insured is legally liable. The insurance must be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. The retroactive date on the policy must pre-date the commencement of furnishing services on the Project.

Contractor's Professional Liability	Policy limits of not less than:
Each Claim	Not Applicable
Annual Aggregate	Not Applicable

- N. ***Railroad Protective Liability Insurance:*** Prior to commencing any Work within 50 feet of railroad-owned and controlled property, Contractor shall (1) endorse its commercial general liability policy with ISO CG 24 17, removing the contractual liability exclusion for work within 50 feet of a railroad, (2) purchase and maintain railroad protective liability insurance meeting the following requirements, (3) furnish a copy of the endorsement to Owner, and (4) submit a copy of the railroad protective policy and other railroad-required documentation to the railroad, and notify Owner of such submittal.

[Union Pacific Railroad Protective Liability Insurance](#)

Railroad Protective Liability Insurance	Policy limits of not less than:
Each Claim	Not Applicable
Aggregate	Not Applicable

- O *Unmanned Aerial Vehicle Liability Insurance*: If Contractor uses unmanned aerial vehicles (UAV—commonly *referred* to as drones) at the Site or in support of any aspect of the Work, Contractor shall obtain UAV liability insurance in the amounts stated; name Owner, Engineer, and all individuals and entities identified in the Supplementary Conditions as additional insureds; and provide a certificate to Owner confirming Contractor’s compliance with this requirement. Such insurance will provide coverage for property damage, bodily injury or death, and invasion of privacy.

Unmanned Aerial Vehicle Liability Insurance	Policy limits of not less than:
Each Claim	Not Applicable
General Aggregate	Not Applicable

P. *Other Required Insurance*: None

6.04 *Builder’s Risk and Other Property Insurance*

SC-6.04 Delete Paragraph 6.04.A of the General Conditions and substitute the following in its place:

A. Installation Floater

1. Contractor shall provide and maintain installation floater insurance on a broad form or “all risk” policy providing coverage for materials, supplies, machinery, fixtures, and equipment that will be incorporated into the Work (“Covered Property”). Coverage under the Contractor’s installation floater will include loss from covered “all risk” causes (perils) to Covered Property:
 - a. of the Contractor, and Covered Property of others that is in Contractor’s care, custody, and control;
 - b. while in transit to the Site, including while at temporary storage sites;
 - c. while at the Site awaiting and during installation, erection, and testing;
 - d. continuing at least until the installation or erection of the Covered Property is completed, and the Work into which it is incorporated is accepted by Owner.
2. The installation floater coverage cannot be contingent on an external cause or risk, or limited to property for which the Contractor is legally liable.
3. The installation floater coverage will be in an amount sufficient to protect Contractor’s interest in the Covered Property. The Contractor will be

solely responsible for any deductible carried under this coverage.

4. This policy will include a waiver of subrogation applicable to Owner, Contractor, Engineer, all Subcontractors, and the officers, directors, partners, employees, agents and other consultants and subcontractors of any of them.

ARTICLE 7—CONTRACTOR’S RESPONSIBILITIES

7.03 Labor; Working Hours

SC-7.03 Add the following new subparagraphs immediately after Paragraph 7.03.C:

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.

SC-7.03 Amend the first and second sentences of Paragraph 7.03.C to state “...all Work at the Site must be performed during regular working hours, Monday through Saturday. Contractor will not perform Work on a Sunday, or any legal holiday.”

7.07 Concerning Subcontractors and Suppliers

SC-7.07 Add a new paragraph immediately after Paragraph 7.07.M:

- N. The Contractor shall not award work valued at more than fifty percent of the Contract Price to Subcontractor(s), without prior written approval of the Owner.

7.10 Taxes

SC-7.10 Add a new paragraph immediately after Paragraph 7.10.A:

- A. Owner is exempt from payment of sales and compensating use taxes of the State of Iowa and of cities and counties thereof on all materials to be incorporated into the Work.
 1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the Work.
 2. Owner’s exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to

supplies or materials not incorporated into the Work.

ARTICLE 8—OTHER WORK AT THE SITE

No Supplementary Conditions in this Article.

ARTICLE 9—OWNER’S RESPONSIBILITIES

9.13 Owner’s Site Representative

SC-9.13 Add the following new paragraph immediately after Paragraph 9.12 of the General Conditions:

9.13 Owner’s Site Representative

- A. Owner will furnish an “Owner’s Site Representative” to represent Owner at the Site and assist Owner in observing the progress and quality of the Work. The Owner’s Site Representative is not Engineer’s consultant, agent, or employee.

ARTICLE 10—ENGINEER’S STATUS DURING CONSTRUCTION

No Supplementary Conditions in this Article.

ARTICLE 11—CHANGES TO THE CONTRACT

No Supplementary Conditions in this Article.

ARTICLE 12—CLAIMS

No Supplementary Conditions in this Article.

ARTICLE 13—COST OF WORK; ALLOWANCES, UNIT PRICE WORK

13.01 Cost of the Work

SC-13.01 Supplement Paragraph 13.01.B.5.c.(2) by adding the following sentence:

The equipment rental rate book that governs the included costs for the rental of machinery and equipment owned by Contractor (or a related entity) under the Cost of the Work provisions of this Contract is the most current edition of Rental Rate Blue Book for Construction Equipment.

SC-13.01 Supplement Paragraph 13.01.C.2 by adding the following definition of small tools and hand tools:

- a. For purposes of this paragraph, “small tools and hand tools” means any tool or equipment whose current price if it were purchased new at retail would be less than \$500.

SC-13.03 Delete Paragraph 13.03.E in its entirety and insert the following in its place:

E. 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.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

No Supplementary Conditions in this Article.

ARTICLE 15—PAYMENTS TO CONTRACTOR, SET OFFS; COMPLETIONS; CORRECTION PERIOD

15.01 Progress Payments

SC-15.01 Add the following new Paragraph 15.01.B:

- B. Contractor's Application for Progress Payment shall be prepared on the EJCDC C-620 form provided in the Contract Documents.

SC-15.01 Delete Paragraph 15.01.D.1 in its entirety and insert the following in its place:

1. The Application for Payment with Engineer's recommendations will be presented to the Owner for consideration. If the Owner find the Application for Payment acceptable, the recommended amount less any reduction under the provisions of Paragraph 15.01.E will become due thirty (30) days after the Application for Payment is accepted by resolution of the City Council, and the Owner will make payment to the Contractor.

SC-15.01 Add the following new Paragraph 15.01.F:

- F. For contracts in which the Contract Price is based on the Cost of Work, if Owner determines that progress payments made to date substantially exceed the actual progress of the Work (as measured by reference to the Schedule of Values), or present a potential conflict with the Guaranteed Maximum Price, then Owner may require that Contractor prepare and submit

a plan for the remaining anticipated Applications for Payment that will bring payments and progress into closer alignment and take into account the Guaranteed Maximum Price (if any), through reductions in billings, increases in retainage, or other equitable measures. Owner will review the plan, discuss any necessary modifications, and implement the plan as modified for all remaining Applications for Payment.

SC-15.02.A Amend Paragraph 15.02.A by striking out the following text: “no later than seven days after the time of payment by Owner” and insert “no later than the time of payment by Owner.”

15.03 Substantial Completion

SC-15.03 Add the following new subparagraph to Paragraph 15.03.B:

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, will be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under this Article 15.

15.06 Final Payment

SC-15.06 Delete Paragraph 15.06.E in its entirety and insert the following in its place:

- E. *Final Payment Becomes Due:* Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor on or before thirty (30) days after completion and acceptance by resolution of the City Council of the final Application for Payment from Engineer.

15.08 Correction Period

SC-15.08 Add the following new Paragraph 15.08.G:

- G. The correction period specified as one year after the date of Substantial Completion in Paragraph 15.08.A of the General Conditions is hereby revised to be the number of years set forth in SC-6.01.B.1; or if no such revision has been made in SC-6.01.B, then the correction period is hereby specified to be four (4) years after Substantial Completion.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

No Supplementary Conditions in this Article.

ARTICLE 17—FINAL RESOLUTIONS OF DISPUTES

SC-17.02 Add the following new paragraph immediately after Paragraph 17.01.

17.02 Attorneys' Fees

- A. For any matter subject to final resolution under this Article, the prevailing party shall be entitled to an award of its attorneys' fees incurred in the final resolution proceedings, in an equitable amount to be determined in the discretion of the court, arbitrator, arbitration panel, or other arbiter of the matter subject to final resolution, taking into account the parties' initial demand or defense positions in comparison with the final result.

ARTICLE 18—MISCELLANEOUS

No Supplementary Conditions in this Article.

ARTICLE 19—FEDERAL REQUIREMENTS

SC-19.01 Add Article 19 titled "FEDERAL REQUIREMENTS"

SC-19.02 Add Article 19.01 with the title "Conflict of Interest":

19.01 Conflict of Interest

- A. Contractor may not knowingly contract with a supplier or manufacturer if the individual or entity who prepared the plans and specifications has a corporate or financial affiliation with the supplier or manufacturer. Owner's officers, employees, or agents shall not engage in the award or administration of this Contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: (i) the employee, officer or agent; (ii) any member of their immediate family; (iii) their partner or (iv) an organization that employs, or is about to employ, any of the above, has a financial interest in Contractor. Owner's officers, employees, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from Contractor or subcontractors.

SC-19.03 Add Article 19.02 with the title "Gratuities":

Article 19.02 Gratuities

- A. If Owner finds after a notice and hearing that Contractor, or any of Contractor's agents or representatives, offered or gave gratuities (in the form of entertainment, gifts, or otherwise) to any official, employee, or agent of Owner in an attempt to secure this Contract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Contract, Owner may, by written notice to Contractor, terminate this Contract. Owner may also pursue other rights and remedies

that the law or this Contract provides. However, the existence of the facts on which Owner bases such findings shall be an issue and may be reviewed in proceedings under the dispute resolution provisions of this Contract.

- B. In the event this Contract is terminated as provided in paragraph 19.02.A, Owner may pursue the same remedies against Contractor as it could pursue in the event of a breach of this Contract by Contractor. As a penalty, in addition to any other damages to which it may be entitled by law, Owner may pursue exemplary damages in an amount (as determined by Owner) which shall not be less than three nor more than ten times the costs Contractor incurs in providing any such gratuities to any such officer or employee.

SC-19.04 Add Article 19.03 with the title “Environmental Requirements”:

19.03 Environmental Requirements

- A. When constructing a Project involving trenching and/or other related earth excavations, Contractor shall comply with the following environmental conditions:
 - 1. Wetlands –When disposing of excess, spoil, or other construction materials on public or private property, Contractor shall not fill in or otherwise convert wetlands.
 - 2. Floodplains –When disposing of excess, spoil, or other construction materials on public or private property, Contractor shall not fill in or otherwise convert 100-year floodplain areas (Standard Flood Hazard Area) delineated on the latest Federal Emergency Management Agency Floodplain Maps, or other appropriate maps, e.g., alluvial soils on NRCS Soil Survey Maps.
 - 3. Historic Preservation – Any excavation by Contractor that uncovers an historical or archaeological artifact or human remains shall be immediately reported to Owner. Construction shall be temporarily halted pending the notification process and further directions issued by the State Historic Preservation Office (SHPO).
 - 4. Endangered Species – Contractor shall comply with the Endangered Species Act, which provides for the protection of endangered and/or threatened species and critical habitat. Should any evidence of the presence of endangered and/or threatened species or their critical habitat be brought to the attention of Contractor, Contractor will immediately report this evidence to Owner. Construction shall be temporarily halted pending the notification process and further directions issued by the U.S. Fish and Wildlife Service.
 - 5. Mitigation Measures – The following environmental mitigation measures are required on this Project: **None**.

EXHIBIT A— SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE

Item	Electronic Documents	Transmittal Means	Data Format	Note (1)
a.1	General communications, transmittal covers, meeting notices and responses to general information requests for which there is no specific prescribed form.	Email	Email	
a.2	Meeting agendas, meeting minutes, RFI's and responses to RFI's, and Contract forms.	Email w/ Attachment	PDF	(2)
a.3	Contractors Submittals (Shop Drawings, "or equal" requests, substitution requests, documentation accompanying Sample submittals and other submittals) to Owner and Engineer, and Owner's and Engineer's responses to Contractor's Submittals, Shop Drawings, correspondence, and Applications for Payment.	Email w/ Attachment	PDF	
a.4	Correspondence; milestone and final version Submittals of reports, layouts, Drawings, maps, calculations and spreadsheets, Specifications, Drawings and other Submittals from Contractor to Owner or Engineer and for responses from Engineer and Owner to Contractor regarding Submittals.	Email w/ Attachment or LFE	PDF	
a.5	Layouts and drawings to be submitted to Owner for future use and modification.	Email w/ Attachment or LFE	DWG	
a.6	Correspondence, reports and Specifications to be submitted to Owner for future word processing use and modification.	Email w/ Attachment or LFE	DOC	
a.7	Spreadsheets and data to be submitted to Owner for future data processing use and modification.	Email w/ Attachment or LFE	EXC	
a.8	Database files and data to be submitted to Owner for future data processing use and modification.	Email w/ Attachment or LFE	DB	
Notes				
(1)	All exchanges and uses of transmitted data are subject to the appropriate provisions of Contract Documents.			
(2)	Transmittal of written notices is governed by Paragraph 18.01 of the General Conditions.			
Key				
Email	Standard Email formats (.htm, .rtf, or .txt). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies			
LFE	Agreed upon Large File Exchange method (FTP, CD, DVD, hard drive)			
PDF	Portable Document Format readable by Adobe® Acrobat Reader Version 9.0 or later			
DWG	Autodesk® AutoCAD .dwg format Version 2015			
DOC	Microsoft® Word .docx format Version 2013			
EXC	Microsoft® Excel .xls or .xml format Version 2013			
DB	Microsoft® Access .mdb format Version 2013			

EXHIBIT B— FORESEEABLE BAD WEATHER DAYS

Month	Number of Foreseeable Bad Weather Days in Month Based on Precipitation as Rain Equivalent (inches) $\geq 1.67''$	Ambient Outdoor Air Temperature (degrees F)	
		Number of Foreseeable Bad Weather Days in Month Based on Low Temperature (at 11:00 a.m.) $\leq 35^{\circ}\text{F}$	Number of Foreseeable Bad Weather Days in Month Based on High Temperature (at 3:00 p.m.) $\geq 85^{\circ}\text{F}$
January	0	31	0
February	0	29	0
March	7	31	0
April	12	12	0
May	20	0	0
June	22	0	0
July	22	0	0
August	20	0	0
September	17	0	0
October	13	6	0
November	8	30	0
December	0	31	0
Notes:			
1. Two inches of sleet equal one inch of rain. Five inches of wet, heavy snow equal one inch of rain. Fifteen inches of "dry" powder snow equals one inch of rain.			

ADDITIONAL FORMS

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CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: City of Marshalltown Owner's Project No.: SMW17001
Engineer: Engineer's Project No.:
Contractor: Contractor's Project No.:
Project: 4th Street and Meadow Lane Storm Sewer Enhancements.
Contract Name:

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: _____

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NOTICE OF ACCEPTABILITY OF WORK

Owner: City of Marshalltown Owner's Project No.: SMW17001
Engineer: Engineer's Project No.:
Contractor: Contractor's Project No.:
Project: 4th Street and Meadow Lane Storm Sewer Enhancements.
Contract Name:
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: _____

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CONTRACTOR'S APPLICATION FOR PAYMENT

Owner:	City of Marshalltown	Owner's Project No.:	SMW17001
Engineer:		Engineer's Project No.:	
Contractor:		Contractor's Project No.:	
Project:	4th Street and Meadow Lane Storm Sewer Enhancements.		
Contract:			

Application No.: _____ **Application Date:** _____
Application Period: **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 (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	
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 (Line 6 from prior application)		
8. Amount due this application	\$	
9. Balance to finish, including retainage (Line 3 - Line 4)	\$	

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:** _____

Recommended by Engineer

By: _____
Title: _____
Date: _____

Approved by Owner

By: _____
Title: _____
Date: _____

Approved by Funding Agency

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

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Contractor's Application for Payment

Owner:	City of Marshalltown	Owner's Project No.:	SMW17001
Engineer:		Engineer's Project No.:	
Contractor:		Contractor's Project No.:	
Project:	4th Street and Meadow Lane Storm Sewer Enhancements.		
Contract:			

Application No.: _____ Application Period: From _____ to _____ Application Date: _____

A	B	C	D	E	F	G	H	I
Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)				
Original Contract								
Original Contract Totals		\$	\$	\$	\$	\$		\$
Change Orders								

Contractor's Application for Payment

Owner:	City of Marshalltown
Engineer:	
Contractor:	
Project:	4th Street and Meadow Lane Storm Sewer Enhancements.
Contract:	

Owner's Project No.: SMW17001

Engineer's Project No.: _____

Contractor's Project No.: _____

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) (\$)				
Original Contract											
Original Contract Totals					\$	\$	\$	\$	\$		\$
Change Orders											

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner: City of Marshalltown

Engineer:

Contractor:

Project: 4th Street and Meadow Lane Storm Sewer Enhancements.

Contract:

Owner's Project No.: SMW17001

Engineer's Project No.:

Contractor's Project No.:

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) (\$)				
Change Order Totals					\$	\$	\$	\$	\$		\$
Original Contract and Change Orders											
Project Totals					\$	\$	\$	\$	\$		\$

Contractor's Application for Payment

Owner:	City of Marshalltown	Owner's Project No.:	SMW17001
Engineer:		Engineer's Project No.:	
Contractor:		Contractor's Project No.:	
Project:	4th Street and Meadow Lane Storm Sewer Enhancements.		
Contract:			

Application No.: _____ **Application Period:** **From** _____ **to** _____ **Application Date:** _____

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CHANGE ORDER NO.: [#]

Owner: City of Marshalltown Owner's Project No.: SMW17001
 Engineer: Engineer's Project No.:
 Contractor: Contractor's Project No.:
 Project: 4th Street and Meadow Lane Storm Sewer Enhancements.
 Contract Name:
 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: _____
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. [Number of previous Change Order] : \$ _____	[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order] : 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: _____
[Increase] [Decrease] this Change Order: \$ _____	[Increase] [Decrease] 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: _____

Recommended by Engineer (if required) By: _____ Title: _____ Date: _____ Authorized by Owner By: _____ Title: _____ Date: _____	Accepted by Contractor _____ _____ Approved by Funding Agency (if applicable) _____ _____ _____
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FIELD ORDER NO.: [FO#]

Owner: City of Marshalltown Owner's Project No.: SMW17001
Engineer: Engineer's Project No.:
Contractor: Contractor's Project No.:
Project: 4th Street and Meadow Lane Storm Sewer Enhancements.
Contract Name:
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: _____

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MARSHALLTOWN STANDARD SPECIFICATIONS AS AMENDED WITH THE FOLLOWING SUPPLEMENTAL SPECIFICATIONS TO THE IOWA STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SUDAS)

These Supplemental Specifications amend or supplement the Statewide Urban Design and Standards (SUDAS) and other provisions of the Contract Documents. All provisions which are not so amended or supplemented remain in full force and effect.

The terms used in these Supplemental Specifications will have the meanings indicated in SUDAS. The Supplemental Specifications are provided in the same order and format as the SUDAS documents.

**PREPARED BY:
PUBLIC WORKS/ENGINEERING DEPARTMENT
CITY OF MARSHALLTOWN
24 N. CENTER STREET
MARSHALLTOWN, IOWA 50158**

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DIVISION 1 – GENERAL PROVISIONS AND COVENANTS

(DELETE) SECTION 1010 – DEFINITIONS (SUDAS)

**(DELETE) SECTION 1020 - PROPOSAL REQUIREMENTS AND
CONDITION (SUDAS)**

**(DELETE) SECTION 1030 - APPROVAL FOR AWARD AND AWARD OF
CONTRACT (SUDAS)**

(DELETE) SECTION 1040 - SCOPE OF WORK (SUDAS)

(DELETE) SECTION 1050 - CONTROL OF WORK (SUDAS)

(DELETE) SECTION 1060 - CONTROL OF MATERIALS (SUDAS)

**(DELETE) SECTION 1070 - LEGAL RELATIONS AND RESPONSIBILITY
TO THE PUBLIC (SUDAS)**

(DELETE) SECTION 1080 - PROSECUTION AND PROGRESS (SUDAS)

**(ADD) OFFICIAL NOTICE OF HEARING AND LETTING (CITY OF
MARSHALLTOWN).**

**(ADD) EJCDC C 200 INSTRUCTIONS TO BIDDERS FOR
CONSTRUCTION CONTRACT.**

(ADD) EJCDC C 410 BID FORM FOR CONSTRUCTION CONTRACT.

(ADD) EJCDC C 430 BID BOND (PENAL SUM FORM).

(ADD) EJCDC C 451 QUALIFICATIONS STATEMENT.

(ADD) EJCDC C 510 NOTICE OF AWARD.

**(ADD) EJCDC C 520 AGREEMENT BETWEEN OWNER AND
CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED
SUM).**

(ADD) EJCDC C 550 NOTICE TO PROCEED.

(ADD) EJCDC C 610 PERFORMANCE BOND.

(ADD) EJCDC C-615 PAYMENT BOND.

(ADD) EJCDC C 612 WARRANTY BOND.

**(ADD) EJCDC C 700 STANDARD GENERAL CONDITIONS OF THE
CONSTRUCTION CONTRACT.**

**(ADD) EJCDC C 800 SUPPLEMENTARY CONDITIONS OF THE
CONSTRUCTION CONTRACT.**

(ADD) EJCDC C 625 CERTIFICATE OF SUBSTANTIAL COMPLETION.

(ADD) EJCDC C 626 NOTICE OF ACCEPTABILITY OF WORK.

(ADD) EJCDC C 620 CONTRACTOR'S APPLICATION FOR PAYMENT.

(ADD) EJCDC C 940 WORK CHANGE DIRECTIVE.

(ADD) EJCDC C 941 CHANGE ORDER.

(ADD) EJCDC C 942 FIELD ORDER.

PART II – TECHNICAL SPECIFICATIONS

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SECTION 01 11 00 - SUMMARY OF WORK (ADD)

PART 1 - GENERAL

1.01 GENERAL CONDITIONS AND SUPPLEMENTARY CONDITIONS

The General Conditions and the Supplementary Conditions which are attached to the specifications shall govern the work of all persons engaged in the performance of the contract and shall form a part of the contract.

1.02 DEFINITIONS

- A. The definitions shall be as presented in the General Conditions, Supplementary Conditions and as supplemented herein.
- B. "Project Engineer," "Engineer," "Architect" – Marshalltown Public Works Engineering Department, with a mailing address of 24 N. Center Street, Marshalltown, Iowa 501581; telephone number: (641) 754-5734.
- C. "Owner" or "City" – City of Marshalltown, Iowa, as represented by its proper authorities and with the mailing address of 24 N. Center Street, Marshalltown, Iowa 50158.
- D. "Written Notice" - Written notice or order shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm, or to an officer of the corporation for whom it is intended or if delivered at or sent by registered mail to the last known address of the addressee.

1.03 ARRANGEMENTS OF DETAILED SPECIFICATIONS AND DRAWINGS

- A. The detailed specifications arrangement is based upon the 2014 CSI and SUDAS Standard Specification format and incorporates the following Divisions:
 - 1. Division 1 - General Requirements
 - 2. Division 2 – Earthwork
 - 3. Division 3 – Trench and Trenchless Construction
 - 4. Division 4 – Sewers and Drains
 - 5. Division 6 – Structures for Sanitary and Storm Sewer
 - 6. Division 7 - Streets and Related Work
 - 7. Division 8 – Traffic Control
 - 8. Division 9 – Site Work and Landscaping
 - 9. Division 10 - Demolition
 - 10. Division 11 – Miscellaneous
- B. The contract drawings or plans, which depict the contract work of the project and upon which the contract is based are those drawings or sheets listed on Sheet 1 of the drawings.

- C. The drawings referred to above are supplemented by drawings bound in this book of specifications and by additional shop and dimension drawings to be prepared by the Contractor as set forth in the specifications.
- D. Division of Work as made by the contract drawings and specifications is for the purpose of specifying all work, which is required. There is no attempt to make complete classification according to trade or any agreements, which may exist between Contractors or groups of contractors and trade unions. Such division and classification of the work shall be the Contractor's responsibility. Refer to the General Conditions.

1.04 LOCATION OF THE WORK

The work under this contract is located in Marshalltown, Iowa in Marshall County, Iowa, on properties for which easements and/or title have been obtained by the Owner.

1.05 WORK BY OTHERS

Refer to the General and Supplementary Conditions.

1.06 CONTRACTOR'S RESPONSIBILITIES AND DUTIES

A. General:

1. Each Contractor must satisfy himself by personal examination of each site as to all local conditions affecting the performance of his contract. The Contractor is deemed to accept such conditions as found to exist.
2. All construction activities shall be confined within the areas shown on the drawings. Construction easements, as needed, have been obtained by the Owner. If additional area is needed, it shall be the Contractor's responsibility to obtain said area.

B. Continuous Operation:

1. The Contractor must receive the approval of the Owner prior to any scheduled intermittent, partial or complete shut-down of the existing facilities.
2. Each Contractor shall note that the Owner must continue the operation of the existing wastewater collection facilities.
3. Each Contractor shall schedule all required work so as to minimize the interruption of the continuous operation of the existing facilities and functions.
4. When it is necessary to take a certain portion of the existing facilities or systems out of service, the Contractor shall submit to the Engineer a description of the procedure and schedule of the work proposed. The schedule and procedure shall be reviewed and approved by the Engineer and the Owner prior to commencement of these operations.
5. Under any emergency condition or where partial shutdown of the existing facilities is involved, the modifications and connections shall be pursued on a 24-hour-per-day basis and 7 days per week schedule to minimize disruption of service unless otherwise provided in the technical specifications. The

Contractor shall provide at no additional cost to the Owner all temporary connections, parallel temporary lines or bypasses as may be required.

6. All materials shall be on the job and ready for installation for these items. All arrangements, measurements and planning shall be done in advance of taking existing facilities out of service.

C. Existing Underground Utilities:

1. Iowa One Call Locates: 1-800-292-8989
2. Water Lines: One Call – Marshalltown Water Works – Shelli Lovall
3. Sanitary Sewer: One Call – City of Marshalltown
4. Gas Lines: One Call – Alliant Energy / Consumers Energy
5. Electrical: One Call – Alliant Energy / Consumers Energy
6. Telephone/Cable: One Call – Century Link/Windstream/Mediacom.

D. Existing Structures:

1. The requirements relating to existing structures shall be as per the General Conditions and as supplemented herein.
2. Each Contractor shall take complete field measurements affecting all existing construction, wiring, piping, and equipment in this contract, and he shall be solely responsible for proper fit between his work and existing structures and other equipment. He shall examine all work to which he will connect; and if any misalignment is found, he shall so arrange his work that the misalignment is corrected to the satisfaction of the Engineer.

- E. Dimensions given on the drawings related to the existing structures are based on existing construction drawings, and it shall be the responsibility of the Contractor to verify the accuracy of these dimensions. Any discrepancies shall be brought to the attention of the Engineer prior to start of new construction.

- F. Each Contractor will be held responsible for any damage to existing structures, work, materials, or equipment because of his operations and shall repair or replace any damaged structures, work, materials, or equipment to the satisfaction of, and at no additional cost to, the Owner.

- G. Each Contractor shall be responsible for all damage to streets, roads, curbs, sidewalks, highways, shoulders, ditches, embankments, culverts, bridges, or other public or private property, which may be caused by transporting equipment, materials, or men to or from work. The Contractor shall make satisfactory and acceptable arrangements with the agency having jurisdiction over the damaged property concerning its repair or replacement.

1.07 UNFAVORABLE CONSTRUCTION CONDITIONS:

During unfavorable weather, wet ground, or other unsuitable construction conditions, the Contractor shall confine his operations to work, which will not be affected adversely thereby. No portion of the work shall be constructed under conditions,

which would affect adversely the quality efficiency thereof, unless special means or precautions are taken by the Contractor to perform the work in a proper and satisfactory manner.

1.08 PRESERVATION OF MONUMENTS AND STAKES:

- A. Refer to the General Conditions and the Supplementary Conditions.
- B. In case of his destruction thereof, the Contractor will be charged with the expense of replacement and shall be responsible for any mistake or loss of time that may be caused. The Contractor shall furnish materials and assistance for the proper replacement of such monuments or bench marks.

1.09 METHODS OF OPERATION:

- A. Each Contractor shall inform the Engineer in advance concerning his plans for carrying on each part of the work, but the contractor alone shall be responsible for the safety, adequacy, and efficiency of his plant, equipment, and methods.
- B. Any method of work suggested by the Owner or Engineer, but not specified, shall be used at the risk and responsibility of the Contractor. The Engineer and Owner will assume no responsibility therefore.
- C. Review by the Owner or Engineer of any plan or method of work proposed by the Contractor shall not relieve the Contractor of any responsibility therefor, and such review shall not be considered as an assumption of any risk or liability by the Owner, Engineer, or any officer, agent, or employee thereof. The Contractor shall have no claim on account of the failure or inefficiency of any plan or method so reviewed.

1.10 CONDUCT OF WORK:

- A. Each Contractor shall observe that the Owner reserves the right to do other work in connection with the project or adjacent thereto by contract or otherwise, and he shall at all times conduct his work so as to impose no hardship on the Owner or others engaged in the work, nor cause any unreasonable delay or hindrance thereto.
- B. Each Contractor shall be responsible to others engaged in the work or work adjacent thereto for all damage or injury to work, to persons or property, or for loss caused by failure to finish the work within the specified time for completion. He shall adjust, correct, and coordinate his work with the work of others so that no discrepancies shall result in the whole work.
- C. The work of this contract includes the furnishing and necessary installation of all tools, machinery, scaffolds, false work, forms and centers for the execution of the work, except as may be otherwise specified. Equipment provided shall be adequate. The Contractor shall obtain all necessary measurements for the work and shall check dimensions, levels, and construction and layout and supervise the construction for correctness of all of which he shall be responsible.
- D. Where work of one trade joins to, or is on other work, there shall be no discrepancy when the work is completed. The Contractor must anticipate relation

of all parts of the work, and at the proper time provide and set required anchors and blocking. Anchors, blocking, sleeves, and inserts necessary for each trade shall be a part of same except where stated otherwise. Assistance required by the Engineer in obtaining measurements or information on the work shall be furnished accurately and fully by the Contractor without additional cost to the Owner.

- E. The work of this contract includes the furnishing and necessary operation of all tools and machinery for the execution of the work, except as may be otherwise specified. Equipment provided shall be in good condition and adequate for the work performed. The Contractor shall obtain all necessary measurements for the work, and shall check dimensions, levels, and construction layout. The Contractor shall supervise the construction for correctness of all work, which he/she shall be responsible.

1.11 PARTIAL OWNER OCCUPANCY

- A. If portions of the facilities will be in operation before final construction is completed, the Owner reserves the right to utilize the facilities in the manner for which they were designed. This continued operation shall in no way indicate final acceptance prior to completion of the project.
- B. Refer also to the General Conditions and the Supplementary Conditions.

1.12 PERMITS AND REGULATIONS

Refer to the General Conditions and the Supplementary Conditions.

END OF SECTION

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SECTION 01 20 00 - MEASUREMENT AND PAYMENT (ADD)

PART 1 - GENERAL

1.01 GENERAL

- A. The General Provisions of the Contract, including General and Supplementary Conditions shall apply to the Work covered in this Section.
- B. The intention of the Proposal Form is to include full compensation for all labor, materials, equipment, supervision, and other incidental items necessary for the performing of and completion of the items of work in place, in accordance with the Contract Documents for payment therefore, and also to include all work which may be reasonably inferable from the Contract Documents as being necessary to produce the intended results. All items of work necessary to produce the intended results NOT specifically contained in the Proposal Form shall be considered incidental work to the Proposal Form item without allowance for separate, additional compensation.
- C. All cost of all work described in Division 1, unless otherwise specified shall be considered incidental, with no separate measurement or payment.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION

3.01 MEASUREMENT

- A. The determination of final quantities of Work performed under the Contract will be made by the Engineer, based upon measurements made by him or his assistants. Measurement of completed work shall be in units as shown on the Proposal Form for unit price items or completion of Work items listed and shown on the accepted schedule of values for lump sum items.
- B. The Contractor shall participate in the measurement of completed Work unless otherwise agreed.
- C. Specific differences in measurement or classification of Work are to be resolved at the time of measurement.
- D. All measurements shall be completed on a regular basis.

3.02 APPLICATION FOR PAYMENT

- A. The Contractor shall prepare and submit progress payment requests on forms provided by or approved by the Owner.
- B. All submissions shall be made in accordance with the requirements of the General Conditions and Supplementary Conditions as hereinafter modified:
 - 1. Modifications: NONE

3.03 PAYMENT

A. All payments shall be made in accordance with the requirements of the Contract Documents, General Conditions and Supplementary Conditions as hereinafter modified:

1. Modifications: NONE

B. Payment will be made in accordance with the respective unit or lump sum prices as shown on the Proposal Form.

3.04 PAYMENTS TO BE WITHHELD

All payments due the Contractor including payment for stored material shall be subject to retainage and withholding due to uncompleted work in accordance with the provisions of the Contract Documents, General Conditions and Supplementary Conditions as hereinafter modified:

A. Modifications: NONE

3.05 PAYMENT ITEMS

Payment items shall be as listed on the Proposal Form.

END OF SECTION

SECTION 01 25 00 - SUBSTITUTIONS (ADD)

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

The general provisions of the Contract, including General Conditions and Supplementary Conditions shall apply to the Work covered in this Section.

1.02 SCOPE

This section provides a description of the general requirements for the submission, review, and acceptance of substitute items of material and equipment.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION

3.01 GENERAL

- A. The procedures for requesting and reviewing substitute items of material and equipment shall be as required by the Instructions to Bidders, General Conditions and as supplemented herein.
- B. The Contractor shall be responsible for all costs that will result directly and indirectly from the acceptance of the substitute.

END OF SECTION

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SECTION 01 31 13 - COORDINATION (ADD)

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. The general provisions of the contract, including General Conditions and Supplementary Conditions shall apply to the work covered in this Section.
- B. Related requirements specified elsewhere.
 - 1. Summary of Work - Section 01 11 00
 - 2. Project Meetings and Job Site Administration - Section 01 31 19.

1.02 SCOPE AND DESCRIPTION

This section describes the general coordination required between each of the Contractors and the Owner. This section is not intended to cover every item or aspect of the necessary coordination.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION

3.01 GENERAL

- A. All Contractors or subcontractors working on specific portions of the project shall schedule and conduct their Work as not to impede unnecessarily any Work being done by others on or adjacent to his Work.
- B. Each Contractor and Subcontractor shall be responsible for coordinating his Work with the appropriate representative of the Owner to avoid or minimize any interruption of the functions and facilities of said agency.

3.02 SITE WORK COORDINATION

- A. The location of all facilities, structures, piping and related appurtenances, both temporary and final shall be coordinated among Contractors, the Owner, and the Engineer.
- B. It shall be the responsibility of each Contractor to initiate the procedures necessary to coordinate his work with that of other Contractors and the Owner.
- C. Contractors completing initial Work shall temporarily cap piping and mark the location of all buried piping to facilitate completion of final Work.

PART 4 - MEASUREMENT AND PAYMENT

4.01 METHOD OF MEASUREMENT

Coordination is considered incidental Work with no separate measurement to be made.

4.02 BASIS OF PAYMENT

Coordination is considered incidental Work with no separate payment to be made.

END OF SECTION

SECTION 01 31 19 – PROJECT MEETINGS AND JOB SITE ADMINISTRATION (ADD)

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. The general provisions of the Contract, including General Conditions and Supplementary Conditions shall apply to the Work covered in this Section.
- B. Related requirements specified elsewhere:
 - 1. Coordination: Section 01 31 13

1.02 SCOPE

The intent of this Section is to provide a general description of the project meetings required of the Contractor.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION

3.01 GENERAL

- A. All meetings shall be coordinated among the respective Contractors, Owner, Engineer and governmental agencies.
- B. The individual requesting the meeting shall contact the persons to be in attendance in writing providing the following:
 - 1. Date, time and place of the meeting
 - 2. Purpose of the meeting
 - 3. Names of people invited to the meeting
 - 4. Additional information as necessary

3.02 PRECONSTRUCTION CONFERENCE

- A. The Engineer will arrange and schedule a pre-construction conference with the representatives of the contractors, subcontractors, together with representatives of all agencies and utilities that will be involved with the proposed Work in order to assure an efficient and workable method of scheduling the project.
- B. General topics to be covered are as follows:
 - 1. Contract and Legal Documents and Specifications
 - 2. Drawings
 - 3. General construction requirements
 - 4. Coordination of different contractors
 - 5. Pay request procedure
 - 6. Shop drawing submittal

7. Project observation and testing
8. Coordination with affected governmental agencies and utility companies.

3.03 PROGRESS MEETINGS

Routine progress meetings will be scheduled on a basis and time to be selected by mutual agreement between the Owner, the Contractors, the Engineer, and affected governmental agencies. These meetings shall be to discuss the progress and the planning of the Work of the various parties. This meeting shall be under the direction of the Engineer and shall be attended by representatives of the various contractors and subcontractors whose Work may be in progress at the time or whose presence may be required for any purpose. Contractors shall be represented at these meetings as appropriate to assist in the necessary project scheduling and discussion of related problems. Scheduling of required attendance shall meet with the approval of the Engineer.

3.04 JOB SITE ADMINISTRATION

- A. All job site administration will be handled by the Owner and Engineer.
- B. All review of payrolls, compliance reports and compliance requirements of the Federal agencies involved shall be administered by and are the responsibility of the Owner.

PART 4 - MEASUREMENT AND PAYMENT

4.01 METHOD OF MEASUREMENT

Progress meetings and administration are considered incidental Work with no separate measurement to be made.

4.02 BASIS OF PAYMENT

Progress meetings and administration are considered incidental Work with no separate payment to be made.

END OF SECTION

SECTION 01 33 23 - SHOP DRAWINGS, PRODUCT DATA AND SAMPLES (ADD)

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. The general provisions of the Contract, including General and Supplementary Conditions as supplemented herein, shall apply to the work covered in this Section.

1.02 SCOPE

This Section covers the submission, review and distribution requirements of shop drawings, product data and samples.

PART 2 - PRODUCTS

2.01 SHOP DRAWINGS

The shop drawings submitted for review shall contain at a minimum all information as required by the General Conditions and as hereinafter required:

- A. Additional information as specified in the individual technical specifications.
- B. All shop drawings and materials shall be identified by reference to specification section and/or drawing detail number.
- C. Minimum drawing size shall be 8-1/2" x 11".

2.02 PRODUCT DATA

- A. Manufacturer's standard schematic drawings shall be identified by reference to Section number and modified to delete information, which is not applicable to the Work. Standard information shall be supplemented to provide additional information applicable to the Work.
- B. Manufacturer's catalog sheets, brochures, diagrams, schedules, performance charts, illustrations and other standard descriptive data that are submitted for review shall be clearly marked to identify pertinent materials, products or models, show dimensions and clearances required, show performance characteristics and capacities, and show wiring diagrams and controls.

2.03 SAMPLES

All samples submitted for review shall be identified by reference to section number and shall provide all information as required by the General Conditions of the Contract Documents.

PART 3 - EXECUTION

3.01 SHOP DRAWING AND PRODUCT DATA

- A. The review and submittal process for shop drawings and product data shall be in accordance with the requirements of the General Conditions:
- B. Shop drawings may be submitted in digital PDF format for review by the Engineer. Shop drawings will be returned digitally.
- C. All shop drawings shall be submitted through the prime Contractor and be accompanied by a letter of transmittal. The prime Contractor shall approve all shop drawings before transmitting them for approval.
- D. All shop drawings shall be submitted and approved prior to installation with no exceptions.
- E. All resubmittals of shop drawings shall be in accordance with 3.01 A through D.

3.02 SAMPLES

- A. Submit in accordance with the requirements of the General Conditions a minimum of four (4) samples of materials, finishes, colors, etc., as identified in the technical specifications for review.
- B. If the Contractor requires more than two (2) samples of material to be returned, additional samples shall be submitted.

PART 4 - MEASUREMENT AND PAYMENT

4.01 METHOD OF MEASUREMENT

Shop drawings, product data and samples are considered incidental Work with no separate measurement to be made.

4.02 BASIS OF PAYMENT

Shop drawings, product data and samples are considered incidental Work with no separate payment to be made.

END OF SECTION

SECTION 01 35 13 - SPECIAL PROJECT PROCEDURES (ADD)

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. The general provisions of the Contract, including General and Supplementary Conditions apply to the Work specified in this Section.
- B. The provisions of the Storm Water Discharge Permit normally issued by the Iowa Department of Natural Resources (IDNR) to the Marshalltown, Iowa under General Permit No. 2 shall apply to all portions of the work.
- C. The provisions of the Temporary Dewatering Permit (if required) normally issued by the IDNR to the Contractor under General Permit 9 (GP9) covers dewatering discharges to surface waters of the state and to the ground surface. Contractor may need to file a notice of intent.
- D. The provisions of the U. S. Army Corps of Engineers Nationwide Permit #14 Linear Transportation Projects shall apply to all portions of the work.

1.02 SCOPE

- A. This Section identifies the special project conditions and procedures required by the above referenced permits.
- B. The Contractor shall be responsible for implementing and conforming to all special project procedures and requirements as identified herein.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION

3.01 STORM WATER DISCHARGE PERMIT REQUIREMENTS

- A. For information regarding the requirements of the General Permit No. 2, the permit information may be found at <https://www.iowadnr.gov/Portals/idnr/uploads/water/npdes/gp2.pdf> and <https://www.iowadnr.gov/Portals/idnr/uploads/water/stormwater/guidanceno2.pdf?ver=2019-06-26-092224-590> on the Iowa Department of Natural Resources web site.
- B. The Contractor shall prepare a Storm Water Pollution Prevention Plan as per Section 9040 and be required to complete and submit a Notice of Intent for Coverage Under General Permit No. 2.

3.02 TEMPORARY DEWATERING PERMIT REQUIREMENTS

In the event a Temporary Dewatering Permit is required, the Contractor shall be responsible for making application for the necessary permit. For information regarding the need for and requirements of a Temporary Dewatering Permit, the information may be found at: <http://www.iowadnr.gov/LinkClick.aspx?fileticket=m-nVfGXIYP0%3d&portalid=3>

3.03 CORPS OF ENGINEERS 404 PERMIT REQUIREMENTS

U. S. Army Corps of Engineers Nationwide Permit #14 Linear Transportation Projects shall apply to all work on this project. The requirements of the permit are provided below:

- A. Linear Transportation Projects. Activities required for crossings of waters of the United States associated with the construction, expansion, modification, or improvement of linear transportation projects (e.g., roads, highways, railways, trails, airport runways, and taxiways) in waters of the United States. For linear transportation projects in non-tidal waters, the discharge cannot cause the loss of greater than 1/2-acre of waters of the United States. For linear transportation projects in tidal waters, the discharge cannot cause the loss of greater than 1/3-acre of waters of the United States. Any stream channel modification, including bank stabilization, is limited to the minimum necessary to construct or protect the linear transportation project; such modifications must be in the immediate vicinity of the project.
- B. This NWP also authorizes temporary structures, fills, and work, including the use of temporary mats, necessary to construct the linear transportation project. Appropriate measures must be taken to maintain normal downstream flows and minimize flooding to the maximum extent practicable, when temporary structures, work, and discharges, including cofferdams, are necessary for construction activities, access fills, or dewatering of construction sites. Temporary fills must consist of materials, and be placed in a manner, that will not be eroded by expected high flows. Temporary fills must be removed in their entirety and the affected areas returned to Pre-construction elevations. The areas affected by temporary fills must be revegetated, as appropriate.
- C. This NWP cannot be used to authorize non-linear features commonly associated with transportation projects, such as vehicle maintenance or storage buildings, parking lots, train stations, or aircraft hangars.
- D. Notification: The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity if: (1) The loss of waters of the United States exceeds 1/10-acre; or (2) there is a discharge in a special aquatic site, including wetlands. (See general condition 32.) (Authorities: Sections 10 and 404)
- E. Note 1: For linear transportation projects crossing a single waterbody more than one time at separate and distant locations, or multiple waterbodies at separate and distant locations, each crossing is considered a single and complete project for purposes of NWP authorization. Linear transportation projects must comply with 33 CFR 330.6(d).
- F. Note 2: Some discharges for the construction of farm roads or forest roads, or temporary roads for moving mining equipment, may qualify for an exemption under section 404(f) of the Clean Water Act (see 33 CFR 323.4).
- G. Note 3: For NWP 14 activities that require pre-construction notification, the PCN must include any other NWP(s), regional general permit(s), or individual permit(s)

used or intended to be used to authorize any part of the proposed project or any related activity, including other separate and distant crossings that require Department of the Army authorization but do not require Pre-construction notification (see paragraph (b) of general condition 32). The district engineer will evaluate the PCN in accordance with Section D, "District Engineer's Decision." The district engineer may require mitigation to ensure that the authorized activity results in no more than minimal individual and cumulative adverse environmental effects (see general condition 23).

PART 4 - MEASUREMENT AND PAYMENT

4.01 METHOD OF MEASUREMENT

Permits are considered incidental Work with no separate measurement to be made.

4.02 BASIS OF PAYMENT

No additional compensation shall be made for costs of applying for or complying with the provisions of any Permit, if required. All costs associated with the application for and compliance with shall be considered incidental to the project cost.

END OF SECTION

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SECTION 01 45 00 - QUALITY CONTROL (ADD)

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. The general provisions of the Contract, including General and Supplementary Conditions shall apply to the Work covered in this Section.
- B. Specific requirements are also presented in the detailed sections of these specifications.

1.02 SCOPE

This Section is intended to describe the Contractor's responsibilities regarding quality control.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION

3.01 TESTING LABORATORY SERVICES

- A. The Owner/Engineer will provide field testing of concrete materials. All other testing will be the responsibility of the Contractor.
- B. The Contractor shall employ and arrange for, at his expense, the services of an approved independent testing laboratory, satisfactory to the Owner and Engineer, to perform the tests or inspections utilizing recognized standard procedures and criteria.
- C. The Contractor shall submit reports and certificates of all inspections and tests in triplicate to the Engineer. The reports and certificates shall become the property of the Owner.
- D. The Contractor shall furnish all sample materials required for these tests and shall deliver same to the testing laboratory or other designated agency when and where directed by them.
- E. Any additional tests necessary beyond those required under this specification may be ordered by the Engineer to settle disagreements with the Contractor regarding quality of work done. If the Work is defective, the Contractor shall pay all costs of the extra tests and shall correct the Work. If Work is satisfactory, Owner will pay for extra tests.

3.02 FACTORY TESTS

- A. Factory tests of mechanical and electrical equipment relative to performance, capacity, rating, efficiency, function, or special requirements shall be conducted in the factory or shop for each item when this type of test is specified and/or required by the Engineer. These tests shall be performed in accordance with applicable standards and test codes.

- B. Factory tests shall be set up and accomplished by the equipment manufacturer who shall provide all shop space, tools, equipment, instruments, personnel, and other facilities required for the satisfactory completion of each test.
- C. Factory tests may be witnessed by representatives of the Owner and such witnessing, unless otherwise specified in the technical specifications, will be paid for by the Owner.
- D. Where factory tests are required or specified for process equipment under other headings of this specification, reports of the test results shall be submitted to the Engineer for review prior to shipment of the equipment.

3.03 FIELD TESTS

Refer to the General Conditions, Supplementary Conditions, and the Technical Specifications.

PART 4 - MEASUREMENT AND PAYMENT

4.01 METHOD OF MEASUREMENT

Quality control is considered incidental Work with no separate measurement to be made.

4.02 BASIS OF PAYMENT

Quality control is considered incidental Work with no separate payment to be made.

END OF SECTION

SECTION 01 50 00 - TEMPORARY FACILITIES (ADD)

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

The general provisions of the Contract, including General and Supplementary Conditions shall apply to the Work covered in this Section.

1.02 SCOPE

This section describes the temporary facilities to be provided by the Contractor during the Work.

1.03 PAYMENT

Refer to Section 01 20 00 - Measurement and Payment

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION

3.01 TEMPORARY ELECTRICAL

It will be the Contractor's responsibility to make arrangements for, provide, obtain, and pay for temporary construction power as required for lighting and construction needs.

3.02 TEMPORARY WATER

- A. It will be the Contractor's responsibility to provide, obtain and pay for all water required for potable consumption and construction, flushing, testing, disinfection and other needs as may be required.
- B. All potable water facilities shall conform to the Federal, State, and Local health regulations.

3.03 TEMPORARY SANITARY FACILITIES

- A. The Contractor shall provide and maintain in a sanitary condition, suitable temporary toilet facilities on the site for use by all persons. Temporary sanitary facilities shall be removed from the site when no longer necessary.
- B. Each temporary toilet shall be equipped, constructed, and maintained in a manner that will conform to the applicable Federal, State and local regulations and requirements.
- C. Provisions for routinely servicing and cleaning all toilets and disposing of the sewage shall be established before placing toilet facilities into operation. The method of sewage disposal and location selected shall be in accordance with Federal, State, and Local health regulations.

3.04 ROADS

- A. Each Contractor shall maintain the existing roads in usable condition during his construction of the facilities.
- B. The Contractor shall obtain the approval of the appropriate township, county, state, or federal officials prior to constructing any temporary roads. All construction shall conform to the requirements of said officials.

3.05 SIGNS

No signs, billboards, or other advertisements shall be erected on the premises by the General Contractor or the subcontractors without Engineer's permission. Each General Contractor shall furnish and maintain all necessary temporary signs required for the prosecution of the Work such as "Office," "Men," "Danger," "High Voltage," etc.

3.06 TEMPORARY ENCLOSURES, LIGHTING, AND HEAT

- A. Each Contractor shall provide temporary enclosures and closures in order to retain heat so that specified temperatures can be maintained and the Work can proceed. He shall provide temporary closures over wall and floor openings, etc., to enclose the Work. Temperature inside the enclosures and/or enclosed part or parts of the structure shall be; not less than 60 degrees F for 48 hours prior to and during the time when and where concrete work, cement finish, or masonry work are being done or cured; not less than 50 degrees F where only other trades, such as electricians, plumbers, etc., are working.
- B. Each contractor shall pay for any additional temporary heating facilities necessary to meet the above requirements, and the fuel, and the attendance required, until the structure is enclosed.
- C. Each Contractor shall provide all temporary lighting as may be required to illuminate the Work area.
- D. The lighting shall meet all safety codes and regulations. Lighting shall be not less than 20-foot candles. Additional light shall be installed for hazardous areas, for security applications, and for construction processes where visual acuity is required.
- E. All temporary lighting and power shall use UL approved devices and all systems shall meet safety requirements of the National Electrical Code and other applicable ordinances.

3.07 TEMPORARY FENCES/GATES

- A. The Contractor shall be required to utilize all existing gates and fence openings so far as practical during the construction process.
- B. All existing fences, which interfere with the Work, shall be maintained by the Contractor unless permission is obtained in writing from the tenant to dismantle the fence for any agreed period of time. Where temporary gates are required, they shall be kept closed at all times.

- C. On completion of the Work across any tract of land, the Contractor shall restore all fences to their original or to a better condition and quality as approved by the Owner and the tenant. New material to replace all materials lost, damaged, or destroyed shall be purchased and installed as required.
- D. Temporary gates installed by the Contractor in any fence line may be left in place with the permission of the Owner and tenant of such fence.
- E. All gates shall be left in the condition found, open or closed. If any doubt arises, gates shall be closed.
- F. All loss of livestock due to negligence shall be the responsibility of the contractor.

3.08 TEMPORARY OPERATIONS

When it becomes necessary to utilize temporary pumping or other mechanical arrangements during construction, the Contractor shall provide qualified supervision at the plant site at all times. The Contractor shall be fully responsible for the operation and maintenance of all temporary equipment and all associated costs shall be included in the prices bid.

3.09 SITE CLEANUP

- A. Each Contractor shall clean the working area each day, shall remove all trash and waste materials, and shall maintain the site in a neat and orderly condition throughout the construction period.
- B. At the completion of the project, each Contractor shall clean out all pits, pipes, chambers, or conduits; shall remove all temporary structures built by him; and shall remove all rubbish from the areas which he has occupied, leaving them in a clean condition.

PART 4 -MEASUREMENT AND PAYMENT

4.01 METHOD OF MEASUREMENT

- A. Temporary facilities are considered incidental Work with no separate measurement to be made.
- B. Refer to Section 01 52 13 - Field Offices and Sheds

4.02 BASIS OF PAYMENT

Temporary facilities are considered incidental Work with no separate payment to be made.

END OF SECTION

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SECTION 01 57 00 - TEMPORARY CONTROLS (ADD)

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

The general provisions of the Contract, including General and Supplementary Conditions shall apply to the Work covered on this Section.

1.02 SCOPE

This section is intended to describe the temporary controls to be provided by the Contractor.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION

3.01 GENERAL

The Contractor shall be responsible for maintaining the site and environment at an acceptable standard throughout the duration of the project.

3.02 NOISE CONTROL

Each Contractor shall maintain all equipment, particularly the muffling systems on internal combustion engines, so that acceptable noise levels are not exceeded. Each Contractor shall make every effort to locate noise-producing equipment in areas where the sound will be least offensive. Sound barriers are to be provided if needed.

3.03 DUST CONTROL

Each Contractor will provide dust control operations at the time, location, and in such manner that will prevent, or at least minimize, the production of dust in a harmful or annoying amount. Water or dust preventative shall be used for dust control as required.

3.04 WATER CONTROL

- A. Each Contractor shall make the appropriate provisions for the proper drainage of the site. Standing pools of surface water and excavations shall be drained as soon as practical. Disposal of said water shall be in accordance with all applicable local, state, and federal laws and regulations.
- B. Flushing water or water pumped from dewatering of various elements of the Work which may be necessary during construction shall be conducted by temporary pipelines or wood or metal flumes away from the work area to natural drainageways. Flushing or drainage shall not be conducted in such a manner as to cause erosion or flooding of adjacent land not owned or controlled by the Owner, except by special permission in writing by the Owner and affected land owner.

- C. The Contractor shall assure that water discharged to any location during construction does not damage the natural environment or wildlife. The Contractor shall be responsible for any environmental damage which results from his activities.

3.05 EROSION AND SEDIMENT CONTROL - See Section 9040.

PART 4 - MEASUREMENT AND PAYMENT

4.01 METHOD OF MEASUREMENT

- A. Temporary controls are considered incidental Work with no separate measurement to be made.
- B. See Section 9040 for Erosion Control.

4.02 BASIS OF PAYMENT

- A. Temporary controls are considered incidental Work with no separate payment to be made.
- B. See Section 9040 for Erosion Control.

END OF SECTION

SECTION 01 77 00 - CLOSEOUT PROCEDURES (ADD)

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

The general provisions of the Contract, including General and Supplementary Conditions shall apply to the Work covered in this Section.

1.02 SCOPE

This Section is intended to describe the procedures and Contractor's responsibilities for substantial and final completion of the Work and final closeout of the Project.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION

3.01 CLEANUP

- A. The requirements shall conform to the General Conditions and as supplemented herein.
- B. The Contractor shall leave the site clean and ready for occupancy by the Owner. Early acceptance of process equipment shall not waive cleanup prior to final acceptance.
- C. Flushing water or water pumped from dewatering of various elements of the Work which may be necessary during construction shall be conducted by temporary pipelines or wood or metal flumes away from the work area to natural drainage ways. Flushing or drainage shall not be conducted in such a manner as to cause erosion or flooding of adjacent land not owned or controlled by the Owner, except by special permission in writing by the Owner and affected landowner.
- D. The Contractor shall assure that water discharged to any location during construction does not damage the natural environment or wildlife. The Contractor shall be responsible for any environmental damage that results from his activities.
- E. Each Contractor shall provide cleaning of all surfaces, systems, and fixtures, including removal of labels, tags, grease, oil, dirt stains, etc., prior to final acceptance of the work.

3.02 PROJECT RECORDS

- A. All documents shall be filed in a neat, orderly manner, which allows ready access and inspection.
- B. All documents shall be available to Engineer and shall be delivered to him for the Owner upon completion of the project. Quality and completeness of all drawings and records must be such that the Engineer may accurately transfer the information to a complete set of drawings of construction records.

3.03 FINAL INSPECTION

- A. After the cleaning up of the work, premises, manholes, and all other areas and structures connected with the performance of the contract, the work as a whole shall be inspected by the Engineer, and any workmanship or materials found not meeting the requirements of the specifications shall be removed by and at the expense of the Contractor and good and satisfactory workmanship or material substituted therefore. All settlement, defects, or damage upon any part of the work shall be remedied and made good by the Contractor.
- B. The Contractor shall submit written requests to the Owner for final inspections for all or any portion of the Project if acceptable to the Owner.
- C. The final inspection shall be scheduled at times such that the Engineer, Contractor, Owner, representatives of all applicable governing agencies and the Resident Project Representative shall have an opportunity to be in attendance.
- D. Any costs and expenses incurred by the Engineer or Resident Project Representative in conducting additional inspections due to the Contractor's knowingly misrepresenting the project or any portion thereof as being ready for final inspection shall be compensated for by the Contractor prior to final payment.
- E. Any deficiencies identified after the final inspection and acceptance, such as backfill settlement, shall be considered after the fact and shall be recognized as maintenance under the Contractor's maintenance requirements.
- F. Refer also to the General Conditions and Supplementary Conditions for the procedures covering requests for final inspection, application for payments, etc.

3.04 GUARANTEE

- A. Refer to the Contract Documents, General Conditions, and Supplementary Conditions.
- B. Guarantee on equipment placed into operation prior to final acceptance shall start from the date of written acceptance by the Engineer and Owner.
- C. The Contractor shall be responsible for any and all damage claims filed with or court actions brought against the Owner for an on account of any damage(s) directly or indirectly caused by said backfill settlement or erosion.
- D. The Contractor shall make or cause to be made all necessary backfill replacement and repairs or replacement appurtenant thereto, within seven (7) days from and after due notification by the Owner or Engineer of backfill settlement or erosion and resulting damage at any designated location(s). Such replacements and repairs shall be made immediately upon due notification by the Engineer or Owner if the settlement or erosion is of a nature to endanger life or property.
- E. It is understood the repairs, due to faulty workmanship or materials, shall be covered by the Performance and Maintenance Bond. However, a break in the pipeline shall be deemed an emergency and must be repaired immediately. The Contractor, prior to leaving the project, shall have an understanding and

agreement by signed letter or appropriate entry in the Owner's minutes as to the procedure for making said emergency repairs and notification to the Contractor.

3.05 LIENS

- A. Refer to the General Conditions, Supplementary Conditions, and Specific Project Requirements.
- B. Neither the final payment nor any part of the retained percentage shall become due until the Contractor shall deliver to the Owner a complete release of all liens arising out of this Contract, or receipts in lieu thereof; and, if required in either case, an affidavit that so far as he has knowledge or information, the releases and receipts include all the labor and materials for which a lien can be filed. But Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Owner to indemnify the Owner against any claim by lien or otherwise. If any lien and/or claim remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all moneys that the latter may be compelled to pay in discharging such lien and/or claim, including all costs and attorney's fees.

PART 4 - MEASUREMENT AND PAYMENT

4.01 METHOD OF MEASUREMENT

All costs incurred by the contractor for the execution of the Work specified herein are considered incidental Work with no separate measurement made.

4.02 BASIS OF PAYMENT

All costs incurred by the contractor for the execution of the Work specified herein are considered incidental Work with no separate payment made.

END OF SECTION

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DIVISION 2 - EARTHWORK

SECTION 2010 – EARTHWORK, SUBGRADE, AND SUBBASE

PART 1 - GENERAL

1.03 through 1.07: (DELETE): ~~Comply with Division 1—General Provisions and Covenants~~ (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”

PART 2 - MATERIALS

2.04 FOUNDATION MATERIALS

5. Geogrid:

- a. **(DELETE) Rectangular or Square:** ~~Use an integrally formed grid structure manufactured of a stress-resistant polypropylene material. Use Type 1 geogrid, unless Type 2 is specified. Meet the following minimum physical properties:~~

Table 2010.02: Geogrid (Rectangular or Square)

Property	Test Method	Units	Type 1 ¹	Type 2
Aperture stability modulus at 20 kg-cm	Kinney ² —01	kg-cm/deg	3.2	6.5
Minimum true initial modulus in use				
Machine direction (MD)	ASTM D 6637	lb/ft	15,080	32,890
Cross Machine direction (CMD)			20,560	44,725
Tensile strength, 2% strain				
MD	ASTM D 6637	lb/ft	270	410
CMD			380	590
Junction efficiency	GRI-GG2-87	%	93	93
Flexural rigidity	ASTM D 1388	mg-cm	250,000	750,000
Aperture size				
Minimum	N/A	in.	0.5	0.5
Maximum			2.0	2.0

¹ ~~Geogrids meeting the requirements of Iowa DOT Article 4196.01, B and Materials I.M. 496.01 will be acceptable.~~

² ~~Dr. Thomas C. Kinney, P.E. and US Army Corps of Engineers.~~

- c. (ADD) Triangular geogrid shall be required on all streets and roadways. Geogrid shall be TriAx® TX140 Geogrid or approved equal.

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DIVISION 3 - TRENCH AND TRENCHLESS CONSTRUCTION

SECTION 3010 - TRENCH EXCAVATION AND BACKFILL

PART 1 - GENERAL

1.03 through 1.06: (DELETE): ~~Comply with Division 1 – General Provisions and Covenants~~ (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”

PART 3 – EXECUTION

3.06 (REVISE) PIPE BEDDING AND BACKFILL SEE DIVISION 4

SECTION 3020 - TRENCHLESS CONSTRUCTION (BORING, JACKING, AND TUNNELING)

PART 1 - GENERAL

1.03 through 1.06: (DELETE): ~~Comply with Division 1 – General Provisions and Covenants~~ (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”

PART 2 – PRODUCTS

2.01 CARRIER PIPE

A. Carrier Pipe Installed within Casing Pipe:

- 1. Sanitary Sewer Gravity Main:** (DELETE) ~~Comply with Section 4010, 2.01.~~
 - a. (ADD) All gravity piping installed in an encasement pipe or installed by boring shall be restrained joint pipe.
 - b. (ADD) Pipe and couplings shall be made from unplasticized PVC compounds meeting ASTM D2241 and have a minimum cell classification of 12454, as defined in ASTM D1784. Pipe joints shall meet the standards of ASTM D3212 and have elastomeric gaskets conforming to ASTM F477.
 - c. (ADD) Nominal outside diameters and wall thicknesses of thrust-restrained pipe shall conform to the requirements of ASTM D2241, SDR 21 pipe. Pipe shall be furnished in standard lengths of 10 or 20 feet. All pipe shall be marked with the following: Nominal pipe size, material code designation, DR, pressure rating, manufacturer's name or trademark, NSF seal and ASTM numbers.
 - d. (ADD) Pipe shall be joined:

- 1) (ADD) Using non-metallic couplings to form an integral system for maximum reliability and interchangeability. High-strength, flexible thermoplastic splines shall be inserted into mating, precision machined grooves in the pipe and coupling to provide full 360° restraint with evenly distributed loading.
- 2) (ADD) Push-Together restraint system with internal steel locking ring providing uniform circumferential contact.
- e. (ADD) Pre-Approved piping includes Certa-Flo® PVC Gravity Sewer Pipe with Certa-Lok® Restrained Joints, and Integral Bell; or Engineer approved equal.

2. Sanitary Sewer Force Main:

- b. Restrained Joint PVC Pipe: (DELETE) ~~Comply with Section 4010, 2.02.~~
 - 1) (ADD) All pressure piping installed in encasement pipe or installed by boring shall be restrained joint pipe.
 - 2) (ADD) Pipe and couplings shall be made from unplasticized PVC compounds having a minimum cell classification of 12454-B, as defined in ASTM D1784. The compound shall qualify for a Hydrostatic Design Basis (HDB) of 4000 psi for water at 73.4°F, in accordance with the requirements of ASTM D2837.
 - 3) (ADD) Nominal outside diameters and wall thicknesses of thrust-restrained pipe shall conform to the requirements of AWWA C900, DR18 pipe. Pipe shall be furnished in standard lengths of 20 feet. All pipe shall be marked with the following: Nominal pipe size, material code designation, DR, pressure rating, manufacturer's name or trademark, NSF seal and ASTM numbers.
 - 4) (ADD) Pipe shall be joined:
 - a) (ADD) Using non-metallic couplings to form an integral system for maximum reliability and interchangeability. High-strength, flexible thermoplastic splines shall be inserted into mating, precision machined grooves in the pipe and coupling to provide full 360° restraint with evenly distributed loading.
 - b) (ADD) Push-Together restraint system with internal steel locking ring providing uniform circumferential contact.
 - 7) (ADD) Couplings shall be designed for use at or above the rated pressures of the pipe with which they are utilized and shall incorporate twin elastomeric sealing gaskets meeting the requirements of ASTM F477. Joints shall be designed to meet the leakage test requirements of ASTM D3139.
 - 8) (ADD) Pre-Approved restrained joint piping is: Certa-Lok C900/RJ, C905/RJ piping; Diamond Lok-21; Eagle Loc900; or Engineer approved equal.

5. (DELETE) ~~Water Main:~~

- a. (DELETE) ~~Restrained Joint Ductile Iron Pipe: Comply with Section 5010, 2.01.~~
- b. (DELETE) ~~Restrained Joint PVC Pipe: Comply with Section 5010, 2.01.~~

B. Carrier Pipe Installed without a Casing Pipe:

1. Sanitary Sewer Gravity Main:

- b. (DELETE) ~~Vitrified Clay Pipe: Comply with Section 4010, 2.01.~~
- d. Restrained Joint PVC Pipe: Comply with (DELETE) Section 4010, 2.02 (ADD) 2.01.

2. Sanitary Sewer Force Main:

- b. Restrained Joint PVC Pipe: Comply with (DELETE) Section 4010, 2.02 (ADD) 2.01.

4. (DELETE) ~~Water Main:~~

- a. (DELETE) ~~Restrained Joint Ductile Iron Pipe: Comply with Section 5010, 2.01.~~
- b. (DELETE) ~~Restrained Joint PVC Pipe: Comply with Section 5010, 2.01.~~

2.02 CASING PIPE

D. (ADD) PVC Encasement Pipe:

- 1. (ADD) Meet the requirements of 2.02 for force main C900, DR 18 rated pipe.
- 2. (ADD) PVC encasement pipe shall be furnished with gasket joints conforming to ASTM D3139. Rubber gaskets shall conform to the requirement of ASTM F477.
- 3. (ADD) Minimum inside diameter as specified in the contract documents. If diameter is not specified, use a minimum inside casing diameter of at least 4 inches greater than the largest outside diameter of the carrier pipe, including pipe bells.

2.03 CASING SPACERS

- C. (ADD) Casing spacers will be required on all gravity sewer piping and on force main piping where encasement piping exceeds 20 feet in length.

2.06 CASING END SEAL

- C. (ADD) Casing end seals are required on all encasement pipes.

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DIVISION 4 - SEWERS AND DRAINS

SECTION 4010 - SANITARY SEWERS

PART 1 - GENERAL

1.03 through 1.06: (DELETE): ~~Comply with Division 1—General Provisions and Covenants~~ (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”

1.08 MEASUREMENT AND PAYMENT

M. (ADD) Ductile Iron Fittings and Restraining Devices:

1. **Measurement:** Each fitting and/or restraining device installed, including gaskets and fasteners, will be counted.
2. **Payment:** Payment will be made at the unit price for each fitting and/or restraining device installed.

1.09 (ADD) ACCEPTANCE CHECKLIST & MAINTENANCE BOND

Prior to final acceptance of the work, the contractor shall file with the City Clerk of the City of Marshalltown a maintenance bond guaranteeing suitable repairs of any defects or failures due to deficiencies in materials or inadequacies in workmanship for a period of 4 years for all improvements following completion of construction. The bond shall be for a sum equal to the total amount of the project. The contractor shall also file with the City Engineer all other required acceptance checklist items including testing/inspection forms, lateral construction forms, as-built drawings, construction costs and engineering certificate of completion forms. The acceptance checklist and warranty bond form are provided at end of section.

PART 2 - PRODUCTS

2.01 SANITARY SEWER (Gravity Mains)

A. Solid Wall Polyvinyl Chloride Pipe (PVC) 8 inch to 15 inch:

1. Comply with ASTM D 3034, SDR 26, (DELETE) ~~unless SDR 35 is specified.~~
2. Pipe stiffness per ASTM D 2412.
 - b. (DELETE) ~~SDR 35: Minimum pipe stiffness of 46 psi.~~

C. Corrugated Polyvinyl Chloride Pipe (PVC) 8 inch to 36 inch:

5. (ADD) This pipe shall not be used without prior approval by Engineer.

D. Closed Profile Polyvinyl Chloride Pipe (PVC) 21 inch to 36 inch:

5. (ADD) This pipe shall not be used without prior approval by Engineer.

E. Polyvinyl Chloride Composite Pipe (truss type PVC) 8 inch to 15 inch:

5. (ADD) This pipe shall not be used without prior approval by Engineer.

F. Reinforced Concrete Pipe (RCP) 18 inch to 144 inch:

3. (ADD) This pipe shall not be used without prior approval by Engineer.

H. Vitrified Clay Pipe (VCP) 8 inch to 42 inch:

4. (ADD) This pipe shall not be used without prior approval by Engineer.

I. Double Walled Polypropylene Pipe 12 inch to 30 inch:

4. (ADD) This pipe shall not be used without prior approval by Engineer.

J. Triple Walled Polypropylene Pipe 30 inch to 36 inch:

4. (ADD) This pipe shall not be used without prior approval by Engineer.

2.02 SANITARY SEWER FORCE MAINS

A. Ductile Iron Pipe (DIP) 4 inch to 54 inch: Comply with the DIP requirements in Section 4010, 2.01. ~~(DELETE) If joint restraints are specified, comply with Section 5010, 2.03.~~

B. Polyvinyl Chloride Pipe (PVC): ~~(DELETE) Comply with the requirements in Section 5010, 2.01 for PVC pipe.~~ Provide restrained joints when specified.

1. (ADD) Polyvinyl chloride pipe 4-inches to 24-inches shall be C 900, DR 18 rated pipe.
2. (ADD) Polyvinyl chloride pipe 2-inches to 3-inches shall be pressure Class 200, SDR 21 rated pipe.
3. (ADD) The pipe shall be made from Type 1, Grade 1, Class 12454-B compounds conforming to ASTM D 1784 with a hydrostatic design basis (HDB) of 4,000 psi as per ASTM D 2837.
4. (ADD) All pipe shall be marked with the following: Nominal pipe size, material code designation, DR, pressure rating, manufacturer's name or trademark, NSF seal and ASTM numbers. All sanitary sewer force main pipes shall be installed with a locating tape to distinguish force main sewer from potable water.
5. (ADD) The PVC pipe shall be furnished in 20-foot laying lengths. Longer lengths will be allowed only if the Contractor certifies that he will provide equipment on the project to fully support the pipe while being transported and distributed over the project.
6. (ADD) All PVC pipe shall be furnished with gasket joints conforming to ASTM D 3139. Rubber gaskets shall conform to the requirement of ASTM F 477.
7. (ADD) The ends of the pipe to be inserted into couplings or joints shall be factory marked to allow field checking of the depth of setting of the pipe in the joint socket.

C. Sewage Air Release Valve: (ADD) See Part 2.07.

1. ~~(DELETE) General: Consists of an elongated tapered or conical body and a float to operate (open and close) under pressure without spillage. Provide~~

~~valves suitable for pressures up to 150 psi. Use a float with a linkage connection to the seal plug assembly to prevent irregular air release and protect the connecting rod. Ensure the bottom of the valve body is sloped or funnel shaped to encourage the accumulated sewage and solids to drain from the valve. Preserve a volume of air at all times between the liquid sewage and the seal plug assembly. Provide a flushing port with attachments for backwashing.~~

2. (DELETE) Materials:

a. (DELETE) Body and Cover:

- 1) (DELETE) Stainless Steel: ASTM A 351.
- 2) (DELETE) Cast Iron: ASTM A 126, Grade B.
- 3) (DELETE) Ductile Iron: ASTM A 536, Grade 65-45-12. 4) Other corrosion resistant materials.

b. (DELETE) Internal Metal Components: Stainless steel.

c. (DELETE) Float: Stainless steel, ASTM A 240, Type 304 or Type 316, or foamed polypropylene.

d. (DELETE) Seal Plug Assembly: Stainless steel, foamed polypropylene, EPDM rubber, Nitrile (Buna-N) rubber, and reinforced nylon.

3. (DELETE) Tapping Saddle: Stainless steel or nylon.

4. (DELETE) Pit: Construct according to Figure 4010.202.

D. Tracer Wire: (DELETE) Comply with Section 5010, 2.05. (RETAIN) Tracer wire will be required on all force mains (ADD) and sewer services extending from the main to the property line.

1. (ADD) Tracer wire shall be 12-gauge solid copper or high strength stainless steel wire with a 45-mil polyethylene coating. Provide sufficient length to be continuous over each separate run of nonmetallic pipe.
2. (ADD) The splice kit shall be an inline resin splice kit with split bolt (1 kV and 5 kV) for use with single conductor and unshielded cable splices in direct bury and submersible applications.
3. (ADD) The ground rods shall be a 3/8 inch diameter, 60 inch steel rod uniformly coated with metallically bonded electrolytic copper.
4. (ADD) Wire shall be connected with a high-strength, corrosion-resistant copper alloy ground rod clamp.

E. Tracer Wire Station:

1. (DELETE) ~~Two internal terminals with shunt.~~
2. (DELETE) ~~Five to six foot plastic post (color as specified by the Jurisdiction).~~
3. (DELETE) ~~Removable top cap with lock.~~
4. (DELETE) ~~Decals indicating "Sewer Force Main" or similar language.~~

1. (ADD) All tracer wires are to be connected to a cast iron or ABS/PVC tamper proof tracer wire access box. The cover is to be manufactured of cast iron and ABS/PVC components produced in the USA. Cast iron collar & cover is to be manufactured in accordance with ASTM A48 Class 25. The ABS is to be manufactured in accordance with ASTM D1788. The cover shall be lettered "Sewer" and shall have a standard AWWA size cast-in pentagonal bolt. Box will be a minimum of 3 inches in diameter.
2. (ADD) Tracer Wire Access Box shall be Valvco Pipe Tracer Wire Terminal Box or Engineer approved equal.

2.04 SANITARY SEWER SERVICE

E. Service Pipe: Use products as required by local plumbing code or regulations, if applicable. Otherwise, use the following:

1. PVC:
 - b. PVC plastic meeting ASTM D 1784, Cell Classification 12454. (ADD) (Rigid PVC or CPVC).

2.06 SANITARY SEWER CLEANOUT

A. Comply with (DELETE) ~~Figure 4010.203~~ (ADD) MP-4.

2.07 (ADD) AIR RELEASE AND COMBINATION VALVES

A. Sewage Air Release Valves:

1. Sewage Air Release Valves shall release accumulated air (gases) from the system while it is under pressure and operating. The valve's design will enable the separation of the liquid from the sealing mechanism and assures optimum working conditions.
2. The valve shall incorporate an air-gap separation between the sewage and sealing mechanism. This will be obtained by a single float. The valve will operate with working pressures of 0.2 – 10 bar. The valve shall withstand 230-psi test.
3. All internals shall be easily removed without removing the main valve from the lines.
4. The valve inlet shall be 2 inch N.P.T. All fittings to connect to force main shall be brass or stainless steel. A two (2) inch ball valve will be installed below the valve to allow for removal of valve without shutting down the system. Ball valve will be brass or stainless steel.
5. The body shall be Reinforced Nylon Composite, Cast Iron, Steel or Stainless Steel. Cast iron and steel valves shall be coated with a fusion bonded epoxy.
6. Internal metal materials shall be stainless steel. Float shall be a foamed polypropylene material.
7. The sewage air release valve shall be as manufactured by A.R.I. Flow Control Accessories Models S-025 or S-020 or Engineer approved equal.

B. Combination Valves

1. Combination Valves shall have three components:
 - a. Air & vacuum component discharges large volumes of air during filling of the system.
 - b. Air & vacuum component admits large volumes of air during drainage and at water column separation.
 - c. The air release component releases entrapped air in pressurized systems.
2. The valve's design will enable the separation of the liquid from the sealing mechanism and assures optimum working conditions.
3. The valve shall incorporate an air-gap separation between the sewage and sealing mechanism. This will be obtained by a single float. The valve will operate with working pressures of 0.5 – 10 bar. Valves with working pressures lower than 0.5 bar and higher than 10 bar will be allowed. The valve shall withstand a minimum 215-psi test.
4. All internals shall be easily removed without removing the main valve from the lines.
5. The valve inlet shall be 2 inch N.P.T. All fittings to connect to force main shall be brass or stainless steel. A two (2) inch ball valve will be installed below the valve to allow for removal of valve without shutting down the system. Ball valve will be brass or stainless steel.
6. The body shall be Reinforced Nylon Composite, Cast Iron, Steel or Stainless Steel. Cast iron and steel valves shall be coated with a fusion bonded epoxy.
7. Internal metal materials shall be stainless steel. Float shall be a foamed polypropylene material.
8. The combination valve shall be as manufactured by A.R.I. Flow Control Models D-025, D-025L, D-26 or Engineer approved equal.

C. Tapping Saddle:

1. The body shall be made of high strength ductile iron per ASTM A536.
2. The clamping band shall be a double wide band with 5/8" UNC threaded bolts of 18-8 type 304 stainless steel with stainless steel spring tension washers under the nuts.
3. The gasket shall be EPDM rubber per ASTM-D2000.
4. The finish on saddle body shall be fusion bonded epoxy coating approximately 12 mils thick.
5. Pre-Approved saddles are as manufactured by: Ford Meter Box Co., style FC202; JCM Industries, Inc., Model No. 406; Mueller Company, DR 2; Style 202NS as manufactured by Romac Industries; or Engineer approved equal.

D. Construct Air Release/Combination Valve manhole in accordance with MP-3 details.

2.08 (ADD) GRAVITY PVC PIPE FITTINGS

- A. Repair couplers, tees, wyes, and bends for Polyvinyl Chloride (PVC) gravity pipe fittings shall be manufactured from the same material as piping.
- B. Gaskets for elastomeric joints shall conform to the requirements of ASTM F477.
- C. Solvent Cement for solvent weld joints shall conform to the requirements of ASTM Specification D2564 and shall be applied in conformance with ASTM D2855. Solvent weld joints will be allowed on PVC cleanout risers only.
- D. Sewer "Wyes" for service connections on new sewer piping shall be in-line sewer wyes. Saddle wyes will not be permitted for use without permission from Engineer.
- E. Sewer "Wyes" for existing piping connections shall be: Romac "CB" Sewer Saddle by Romac Industries Inc.; Inserta-Tee by Fowler Manufacturing Co.; or Engineer approved equal.

2.09 (ADD) TRANSITION COUPLINGS (GRAVITY PIPING)

A. Gasket:

- 1. Manufactured to meet the material requirements of:
 - a. CSA B602 - mechanical couplings for drain, waste, vent pipe and sewer pipe
 - b. ASTM D5926 - Standard Specification for Poly Vinyl Chloride (PVC) Gaskets for Drain, Waste, and Vent (DWV), Sewer, Sanitary, and Storm Plumbing Systems
 - c. ASTM C1173 - Standard Specification for Flexible Transition Couplings for Underground Piping Systems

B. Clamps

- 1. Manufactured to the requirements of CSA B602
- 2. Clamp Housing 301 Stainless Steel
- 3. Clamp Band 301 Stainless Steel
- 4. Clamp Screw 305 Stainless Steel
- 5. Installation Torque 60 in-lbs

C. Shear Ring

- 1. 0.012" Thick, 300 Series Stainless Steel
- 2. Width manufactured according to coupling width (1.50", 2.13", or 4")
- 3. Length manufactured according to coupling diameter
- 4. Clamps spot welded in place

D. Coupling

- 1. Manufactured to conform to the performance requirements of:

- a. ASTM C1173 - standard specification for flexible transition couplings for underground piping systems
 - b. CSA B602 - mechanical couplings for drain, waste, vent pipe and sewer pipe
 - c. Maximum test pressure: 4.3 PSI (29.6KPA)
 - d. Maximum operating temperature: 140° F non-consistent
- E. (ADD) Pre-Approved transition couplers are Strong Back RC Series Repair Couplings manufactured by Fernco Inc. or Engineer approved equal.

2.10 (ADD) FITTINGS FOR PVC FORCE MAIN PIPE

- A. All fitting shall be same materials as pipe supplied.
- B. Repair couplers and gaskets shall be pressure rated same as piping and meet the following specifications, standards and approvals:
- 1. NSF Standards 14 & 61
 - 2. ASTM D1784 materials
 - 3. ASTM D3139 joints
 - 4. DR 18 dimensions and pressure ratings per ASTM D2241 for C900 Pipe
 - 5. SDR 21 dimensions and pressure ratings per ASTM D2241 for pressure class 200 pipe
 - 6. ASTM F477 gaskets
- C. All other fittings for use on four (4) inches and larger PVC pipe will be ductile iron fittings conforming to the requirements of paragraph 2.01 above, with the exception of transition couplers as specified in paragraph 2.11.
- D. Fittings for use on 3" or smaller PVC pipe shall be gasket PVC push-on style fittings conforming to ASTM D2241, ASTM F477, and ASTM D3139. Fittings shall be made to the same quality as the piping furnished.

2.11 (ADD) TRANSITION COUPLINGS FOR FORCE MAIN PIPING

- A. The couplings used for transitions between piping of different materials shall be a wide-range flexible coupler with a sleeve type design meeting the requirements of AWWA C219.
- 1. The coupling body shall be a center sleeve fabricated of high strength carbon steel tubing equivalent to ANSI/AWWA C200. The transition couplers will be readily available in nominal diameter ranges from 1.5 to 24 inches on all pipe classes.
 - 2. Compression End Rings: One gasket compression end ring per coupling end. End rings to be of either one or two bolt designs, fabricated of carbon steel equivalent to ASTM A576. (One bolt per end in Nominal Size ranges of 2 to 12 inches and two bolts per end on the 16 to 24-inch nominal diameter coupling.)

3. Hydraulic Wide Range Gasket: Chloramine Resistant NSF-61 approved EPDM gasket designed with a multi-layered wide range removable outer layer. Gasket hydraulically actuated with a pressure-equalizing dam, pressure cavity and sealing lip for working pressure of 260 psi (1.5 to 16 inches) and 232 psi (18 to 24-inch nominal diameter coupling).
 4. Fasteners shall be grade 304 (A2) or 316 (A4) stainless steel with yield strengths that conform to all nationally recognized standards. Bolts to be coated with an anti-seize type coating to prevent galling.
 5. The interior and exterior coatings shall NSF-61 approved fusion bonded epoxy coating conforming to AWWA C213.
 6. When properly installed the coupling will provide a minimum deflection of 8 degrees, up to 260 psi working pressure and 3/8-inch longitudinal pipe movement without leakage. (Flanged adapters will provide half the longitudinal movement and deflection.)
 7. All products will be proof tested to a minimum of 1.5 times working pressure.
- B. Flanged couplers shall consist of one compression end and gasket, coupling center sleeve, and AWWA Class "D" Flange (per AWWA C207).
- C. Pre-Approved transition couplers are: Hymax-2000 Series wide range coupling; Hymax-2100 Series wide range flanged coupling adapter; "Macro" extended range coupling by Romac Industries, Inc.; or Engineer approved equal.

2.12 (ADD) FASTENERS

All fasteners in buried locations shall be Grade 304 (A2) or Grade 316 (A4) stainless steel. Anti-Seize shall be applied to all threads prior to installation.

2.13 (ADD) LUBRICANT FOR GASKETED PIPE

Lubricant shall be an emulsified polymer-based product, specifically formulated to be water-soluble without causing turbidity. Lubricant shall not transfer taste and/or odor to new water main installations. Lubricant must not promote bacterial growth and be safe for use on all metal and plastic pipes. Lubricant shall be easily flushed from the line and be non-reactive to chlorinated water. Lubricant should work easily on both wet and dry surfaces.

2.14 (ADD) POLYETHYLENE WRAP

All ductile fittings shall be wrapped with polyethylene plastic film having a minimum thickness of 0.008 inches or with a cross woven polyethylene plastic film having a minimum thickness of 0.004 inches.

2.15 (ADD) RESTRAINING DEVICES

- A. Restraint devices for use on ductile iron and C-900 PVC "push-on" joints shall be constructed of high strength ductile iron, ASTM A536, Grade 65-45-12 and shall incorporate machined serrations on the inside diameter to provide positive restraint, exact fit, and support of the pipe in an even and uniform manner. Bolts and connecting hardware shall be 304 (A2) or 316 (A4) Stainless Steel. All

devices shall have a safety factor of no less than 2:1 at the full rated pressure of the pipe on which it is installed. They shall be UL listed and Factory Mutual approved. Pre-Approved restraining devices are: Uni-Flange Block Buster Series 1390-C; Star Pipe Products Allgrip series 3600 and Pipe Restrainers Series 1200S; EBAA Iron, Inc. Mega-Lug Series 1700; or Engineer approved equal.

B. Restraint devices for use on mechanical joint to C-900 PVC, shall be constructed of high strength ductile iron, conforming to the requirements of ASTM A536, Grade 65-45-12, and shall incorporate machined serrations on the inside diameter to provide positive restraint, exact fit, and support of the pipe in an even and uniform manner. Bolts and connecting hardware shall be 304 (A2) or 316 (A4) Stainless Steel. All devices shall have a safety factor of no less than 2:1 at the full rated pressure of the pipe on which it is installed. They shall be UL listed and Factory Mutual approved. Pre-Approved restraining devices are: Uni-Flange Series 1500; Star Pipe Products, Allgrip Series 3600; Romac Industries, Inc GripRing; Romac Industries, Inc RomaGrip; EBAA Iron, Inc. Mega-Lug Series 2000; or Engineer approved equal.

C. Restraint devices for use on mechanical joint ductile iron, shall be constructed of high strength ductile iron, conforming to the requirements of ASTM A536, Grade 65-45-12, and shall incorporate machined serrations on the inside diameter to provide positive restraint, exact fit, and support of the pipe in an even and uniform manner. Bolts and connecting hardware shall be 304 (A2) or 316 (A4) Stainless Steel. All devices shall have a safety factor of no less than 2:1 at the full rated pressure of the pipe on which it is installed. They shall be UL listed and Factory Mutual approved. Pre-Approved restraining devices are: Uni-Flange Series 1300-C; Star Pipe Products, Allgrip Series 3600; Romac Industries, Inc. GripRing; EBAA Iron, Inc. Mega-Lug Series 1100; or Engineer approved equal.

2.16 (ADD) GATE VALVES

A. Gate valves shall be resilient wedge type manufactured to meet all applicable requirements of AWWA Standard for Resilient Seated Gate Valve C509 or C515.

B. All valves shall have non rising stems, opening by turning left and provided with standard 2-inch square nut operator (hand-wheel operator in manholes) with arrow cast in metal to indicate direction of opening.

C. Cast iron wedge shall have sealing surfaces of the wedge permanently bonded with resilient material to meet ASTM tests for rubber to metal bond ASTM D429. Each valve shall have a smooth unobstructed waterway free from any sediment pockets. Stuffing boxes shall be O Ring seal type with 2 rings located in stem above thrust collar. Low friction torque reduction thrust bearings shall be located both above and below the stem collar.

D. Body and cover bolts and nuts shall be Grade 304 (A2) or 316 (A4) stainless steel. Anti-Seize shall be applied to all threads prior to installation.

E. Exterior and interior coatings in accordance with ANSI/AWWA C550 for potable water.

- F. Non rising stems shall be in full compliance with AWWA specification with cast integral stem collar and furnished of bronze conforming to ASTM B584 Alloy A. Stem nuts shall be independent of wedge and shall be made of solid bronze conforming to ASTM B62.
- G. Valves shall have hydrostatic shell test of 400 psi and shut-off test of 200 psi. At the 200-psi shut-off test, valve must be bubble tight with a zero (0) leakage allowance.
- H. Resilient wedge gate valves shall be the product of a manufacturer having a minimum of five (5) years' experience in the manufacture of water works and distribution valves.
- I. Pre-Approved resilient wedge gate valves are as manufactured by: American Darling Valve Co.; Mueller Company; Clow Valve Division; American AVK Company; or Engineer approved equal.

2.17 (ADD) VALVE BOXES

- A. Valve boxes shall be cast iron, 5 1/4" inside diameter, adjustable valve boxes of the screw type with sufficient length for the pipe bury as shown. Where the valve box is shown or required on control manholes, the length shall be sufficient to penetrate the valve marker and the Type II reinforced manhole cover. The cast iron cover of the valve box shall have an arrow indicating the direction of opening.
- B. Covers for sewer piping shall have the word "SEWER" cast on the top.
- C. Pre-Approved valve boxes and covers are as manufactured by: Tyler Pipe Utilities Division; Mueller Co.; or Engineer approved equal.
- D. Each valve box shall be furnished with valve box centering adaptor compatible with the valve boxes furnished.

3.05 FORCE MAIN INSTALLATION

- A. General: ~~(DELETE) Install according to Section 5010.~~
 - 1. (ADD) The Contractor shall install restraining devices in accordance with the manufacturer's recommendations.
 - 2. (ADD) Restraining devices shall be installed on all mechanical joint fittings.
 - 3. (ADD) Joint restraining devices shall be installed on all joints within 30 feet of all fittings.
- B. Tracer Wire: (ADD) See 3.14 Below.
 - 1. Required for all force main installations and sanitary sewer services that extend from the main to the property line. ~~(DELETE) Comply with Section 5010.~~
 - 2. ~~(DELETE) Install tracer wire station at each end of the force main and at additional locations specified in the contract documents.~~
 - 3. ~~(DELETE) Bury end of tracer wire station 2 feet and compact.~~

3.10 SANITARY SEWER CLEANOUT

- A. Provide cleanouts where specified in the contract documents. Comply with
(DELETE) ~~Figure 4010.203~~ (ADD) Standard Detail MP-4.

3.12 CONFLICTS

- A. Horizontal Separation of Gravity Sewers from Water Mains: Separate gravity sewer mains from water mains by a horizontal distance of at least 10 feet unless:
3. When it is impossible to obtain the required horizontal clearance of 3 feet and a vertical clearance of 18 inches between sewers and water mains, the sewers must be constructed of water main materials meeting the requirements of **(DELETE)** ~~Section 5010, 2.01~~ **(ADD)** 2.02. However, provide a linear separation of at least 2 feet.
- B. Separation of Sewer Force Mains from Water Mains: Separate sewer force mains and water mains by a horizontal distance of at least 10 feet unless:
1. The force main is constructed of water main materials meeting a minimum pressure rating of 150 psi and the requirements of (DELETE) ~~Section 5010, 2.01~~ (ADD) 2.02 and

3.14 (ADD) TRACER WIRE INSTALLATION

- A. Tracer wire shall be installed on all force main piping and sanitary sewer services in the trench at the same time as the pipe or immediately prior to starting the backfill of the trench.
- B. Install a continuous length of tracer wire for the full length of each run of nonmetallic pipe. Attach wire to top of pipe in such manner that it will not be displaced during construction operations.
- C. Splices will be allowed at pipeline intersections, manholes, bored crossings, locator boxes and at other locations as agreed upon by the Engineer. Splices in tracer wire will be made with split bolt or compression-type connectors. Wire nuts may not be used. A waterproof connection is necessary to prevent corrosion. Splices shall be completed in accordance with the manufacturer's recommendations.
- D. Install tracer wire on all sanitary sewer services from the main to the end of the service. Install ground rod at sewer wye and at service end. Connect wire to ground rods and extend wire to the ground surface and loop the wire in a tracer wire terminal box. These boxes shall be located at the connection to sewer service with at least two feet of extra wire inside the box. The tracer wire terminal box must be installed flush with the finished grade.
- E. Install tracer wire on all force main piping. A ground rod shall be installed at each end of the piping and at all tracer wire terminal boxes. Tracer wire terminal boxes shall be installed at each end of the force main piping and as directed by the Engineer.
- F. Prior to final acceptance, all tracer wire shall be electrically tested for continuity from one exposed end to another.
- G. See MP-1 and MP-2 for additional details.

3.15 (ADD) VALVE INSTALLATION

- A. All valves shall be installed in locations as shown on the plans or as directed by the Engineer.
- B. The valve and joints shall be installed in accordance with the manufacturer's recommendations.
- C. All pipe bevels shall be removed prior to installation of any valve or ductile iron fitting.

3.16 (ADD) VALVE BOX INSTALLATION

- A. All foreign material and debris shall be removed from the top of the valve operator prior to setting the valve box.
- B. Valve box centering device shall be installed to center valve box on valve.
- C. Valve boxes shall be centered and plumb over the operating nut of the valve and shall be set so that no shock or stress will be transmitted to the valve.
- D. Tops of the valve boxes shall be set flush with the valve identification collar or manhole cover unless otherwise directed.

3.17 (ADD) MARSHALLTOWN STANDARD DETAILS

A. Added the following details:

- 1. MP-1 Typical Sanitary Sewer Service Detail
- 2. MP-2 Typical Sanitary Sewer Service with Riser Detail
- 3. MP-3 Typical Air Release/Combination Valve Manhole Detail
- 4. MP-4 Typical Service Line Cleanout Detail
- 5. MP-8 Typical Sanitary Sewer Utility Crossing Detail
- 6. MR-5 Typical Street Utility Section Detail

B. Deleted SUDAS Figures

- 1. 4010.201 Sanitary Sewer Service Stub
- 2. 4010.201 Sanitary Sewer Service Stub
- 3. 4010.202 Sewage Air Release Valve Pit
- 4. 4010.203 Sanitary Sewer Cleanout

MARSHALLTOWN SPECIAL PROVISIONS
FINAL ACCEPTANCE CHECKLIST

- A. Deflection/Mandrel Testing – all Flexible Sanitary Sewer Pipe
- B. Low Pressure Air Testing of Pipe – For Sanitary Sewer
- C. Lateral Construction Forms – All Sanitary Sewer Laterals
- D. Warranty Bond – Sanitary and Storm Sewers (See Specifications Part I)
- E. TV Inspection – For Sanitary and Storm Sewer Pipe.
- F. As-Built Drawings – For Sanitary and Storm Sewers
- G. Engineering Certificate of Completion in accordance with the Plans and Specifications – Sanitary and Storm Sewers
- H. Contractors Cost of Construction Report - This is to meet the financial reporting requirements of the city (GASB 34)

DEFLECTION TESTING OF FLEXIBLE PIPE

Deflection tests shall be performed on all flexible sanitary sewer pipes. The deflection test shall be conducted after the final backfill has been in place at least 30 days. No pipe shall exceed a deflection of 5%. If the deflection test is to be run using a rigid ball or mandrel, it shall have a diameter equal to 95% of the inside diameter of the pipe and the tests shall be performed without mechanical pulling devices.

PROJECT NAME: _____
 LOCATION: _____
 CONTRACTOR: _____

SECTION TESTED

Start Station: _____ MH Upstream _____ Pipe Diameter: _____
 End Station: _____ MH Downstream _____ Length: _____

Date Of Test: _____ Pass ☐
 Date Of Construction _____ Fail ☐

MANUFACTURER OF TEST DEVICE AND DIAMETER _____

Comments _____

Inspector _____

SECTION TESTED

Start Station: _____ MH Upstream _____ Pipe Diameter: _____
 End Station: _____ MH Downstream _____ Length: _____

Date Of Test: _____ Pass ☐
 Date Of Construction _____ Fail ☐

MANUFACTURER OF TEST DEVICE AND DIAMETER _____

Comments _____

Inspector _____

SECTION TESTED

Start Station: _____ MH Upstream _____ Pipe Diameter: _____
 End Station: _____ MH Downstream _____ Length: _____

Date Of Test: _____ Pass ☐
 Date Of Construction _____ Fail ☐

MANUFACTURER OF TEST DEVICE AND DIAMETER _____

Comments _____

Inspector _____

LOW PRESSURE TESTING OF SANITARY SEWER LINE (ASTM: F 1417)

PROJECT NAME: _____

LOCATION: _____

CONTRACTOR: _____

LIST SECTION TESTED: DATE: _____

Start Station.: _____ MH Upstream _____

End Station: _____ MH Downstream _____

Pipe Dia. _____ Length _____

Initial Pressure: _____ psi

Starting Test Pressure: _____ psi

Ending Test Pressure: _____ psi

Test Duration: _____ Min(s)

Comments: _____

TEST INFORMATION:

Constant Pressure Method:

Rotameter reading: _____ cf/min

Computed Air Loss: _____ cf/min

CONCLUSION: The section of pipe tested complies with
ASTM: F 1417, 8.2.1 for acceptance: Yes ___ No ___*Time-Pressure Drop Method*

Time for 1.0 psi drop: _____ Min(s) --OR--

Variance in Test Pressure: _____ psi

Variance allowed by local jurisdiction: _____ psi

CONCLUSION: The section of pipe tested complies with
ASTM: F 1417, 8.2.2 for acceptance: Yes ___ No ___

LIST SECTION TESTED: DATE: _____

Start Station.: _____ MH Upstream _____

End Station: _____ MH Downstream _____

Pipe Dia. _____ Length _____

Initial Pressure: _____ psi

Starting Test Pressure: _____ psi

Ending Test Pressure: _____ psi

Test Duration: _____ Min(s)

Comments: _____

TEST INFORMATION:

Constant Pressure Method:

Rotameter reading: _____ cf/min

Computed Air Loss: _____ cf/min

CONCLUSION: The section of pipe tested complies with
ASTM: F 1417, 8.2.1 for acceptance: Yes ___ No ___*Time-Pressure Drop Method*

Time for 1.0 psi drop: _____ Min(s) --OR--

Variance in Test Pressure: _____ psi

Variance allowed by local jurisdiction: _____ psi

CONCLUSION: The section of pipe tested complies with
ASTM: F 1417, 8.2.2 for acceptance: Yes ___ No ___

LIST SECTION TESTED: DATE: _____

Start Station.: _____ MH Upstream _____

End Station: _____ MH Downstream _____

Pipe Dia. _____ Length _____

Initial Pressure: _____ psi

Starting Test Pressure: _____ psi

Ending Test Pressure: _____ psi

Test Duration: _____ Min(s)

Comments: _____

TEST INFORMATION:

Constant Pressure Method:

Rotameter reading: _____ cf/min

Computed Air Loss: _____ cf/min

CONCLUSION: The section of pipe tested complies with
ASTM: F 1417, 8.2.1 for acceptance: Yes ___ No ___*Time-Pressure Drop Method*

Time for 1.0 psi drop: _____ Min(s) --OR--

Variance in Test Pressure: _____ psi

Variance allowed by local jurisdiction: _____ psi

CONCLUSION: The section of pipe tested complies with
ASTM: F 1417, 8.2.2 for acceptance: Yes ___ No ___Testing procedures observed and
Information recorded by:

Results reviewed and affirmed by:

Project Representative

Project Engineer

City of Marshalltown, Iowa

SANITARY SEWER LATERAL CONSTRUCTION FORM

Project Number _____

Date Wye Installed: 20____

4Date Service Installed: 20____ (NA) if no service

Street Address: (or) _____

General Location: _____

Upstream Manhole # _____ Downstream Manhole # _____

Service Status: _____ 1 - Active 2 - Inactive 3 - Abandoned

Connection Type: _____ 2 - Wye 3 - MH stub 4 - Tap

Diameter (inches): _____

Pipe Material: _____ 1 - VCP 2 - PVC 3 - Concrete 4 - RCP
5 - DIP 6 - CIP 7 - CMP

Slope/Fall (%): _____ Length (feet): _____

Source of Data: _____ 1 - Construction Inspection 2 - Superintendent

Direction from Main: _____ Distance from Upstream MH (feet): _____

Depth at Main (feet): _____ Depth at Property Line (feet): _____

Depth at service end (feet): _____ (NA) if no service

Indicate North:

○

Upstream

MH# _____

Station: _____

-----○

Downstream

MH# _____

Station: _____

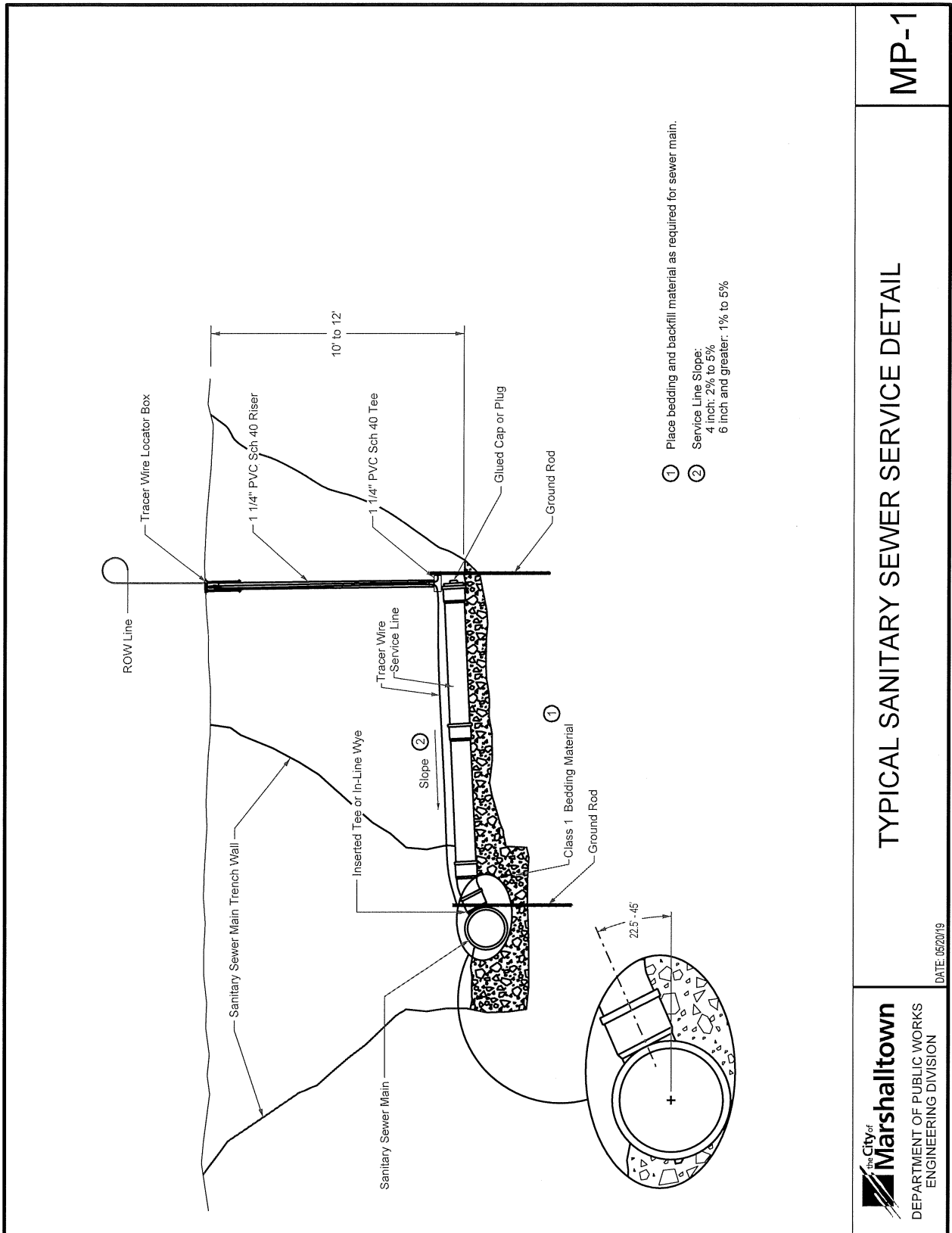
Wye Station: _____

Service end Station: _____

Service Offset Direction/Distance (feet): _____

Inspector: _____

Department of Public Works
Engineering Division

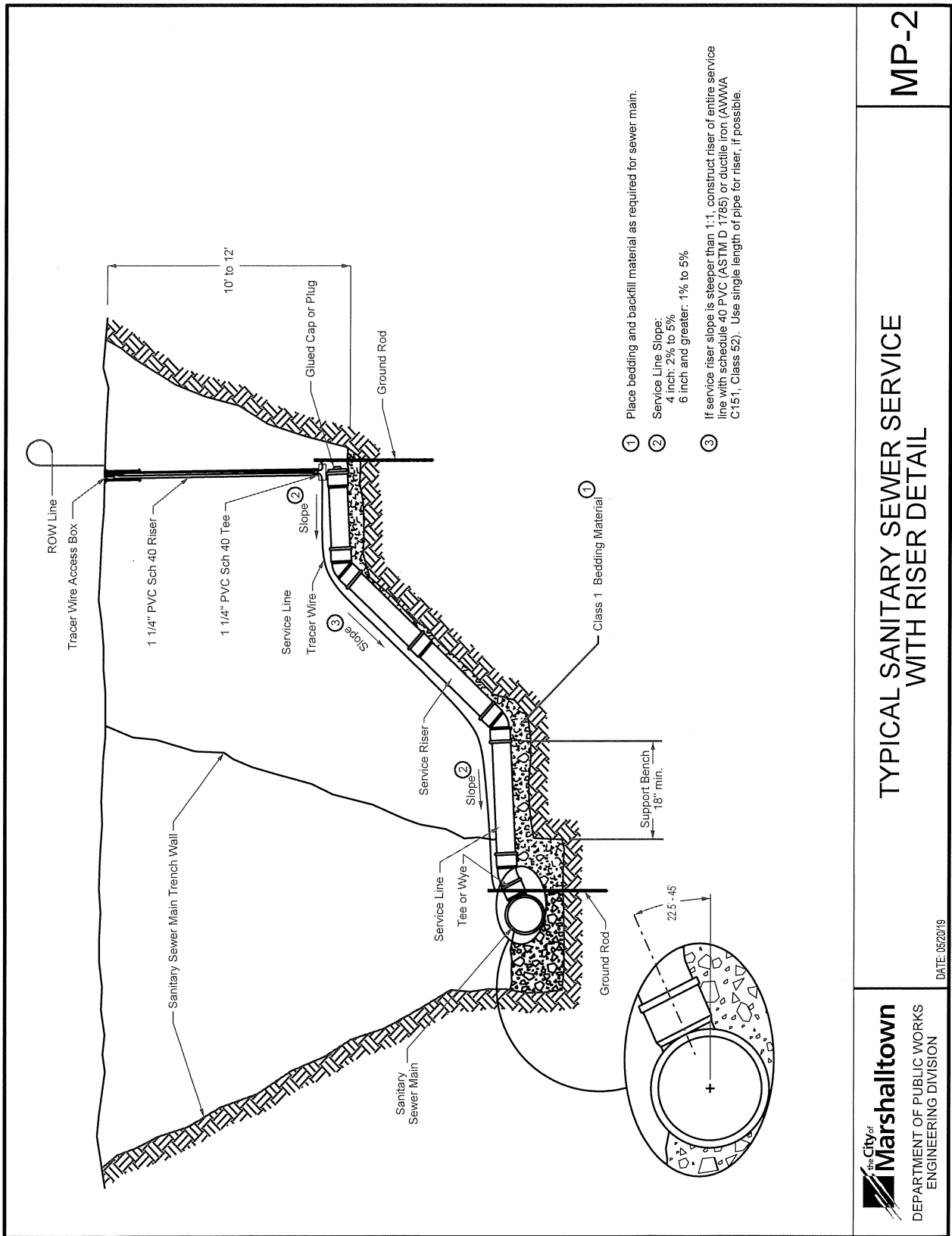


MP-1

TYPICAL SANITARY SEWER SERVICE DETAIL

City of Marshalltown
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

DATE: 05/20/19



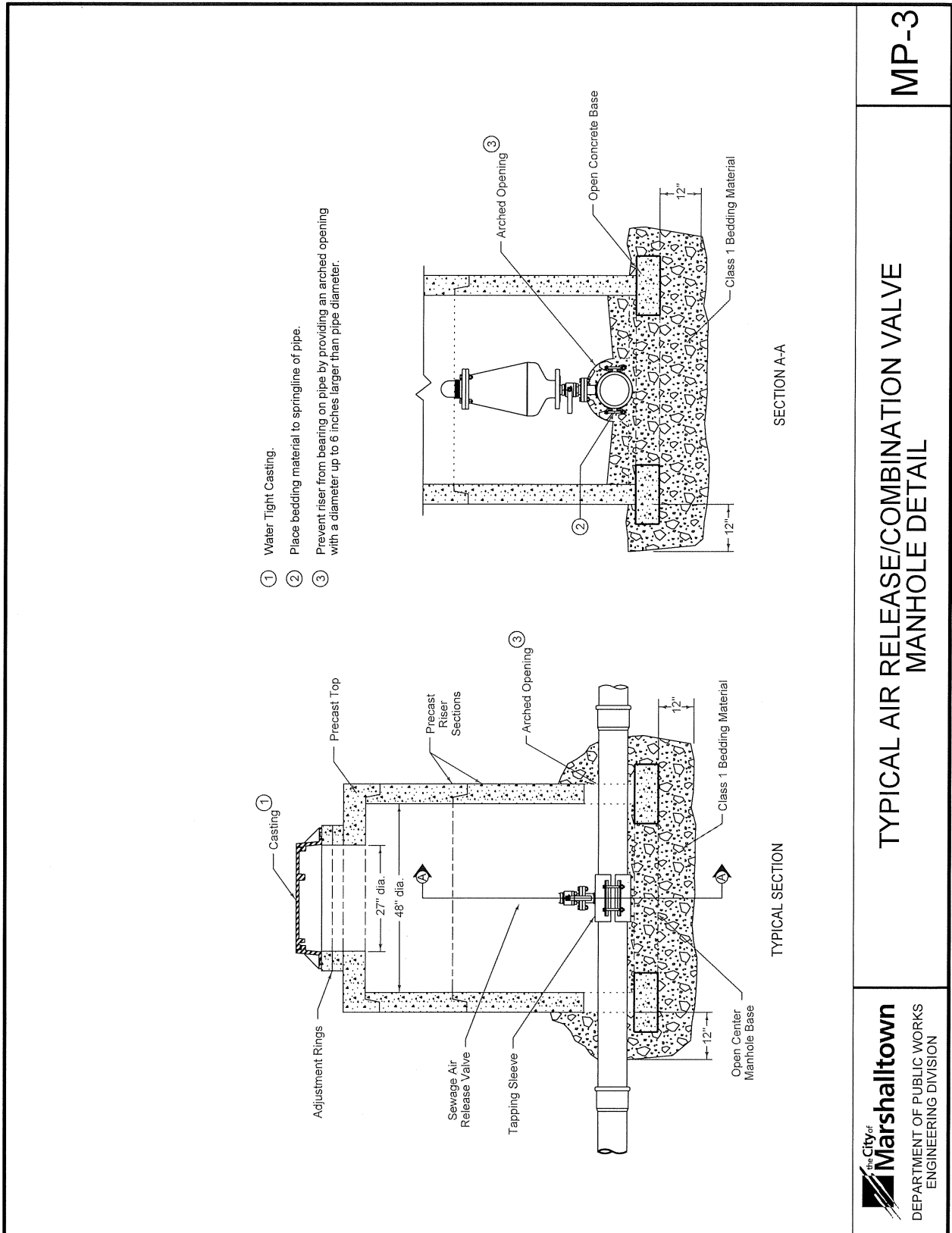
TYPICAL SANITARY SEWER SERVICE WITH RISER DETAIL

MP-2



DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

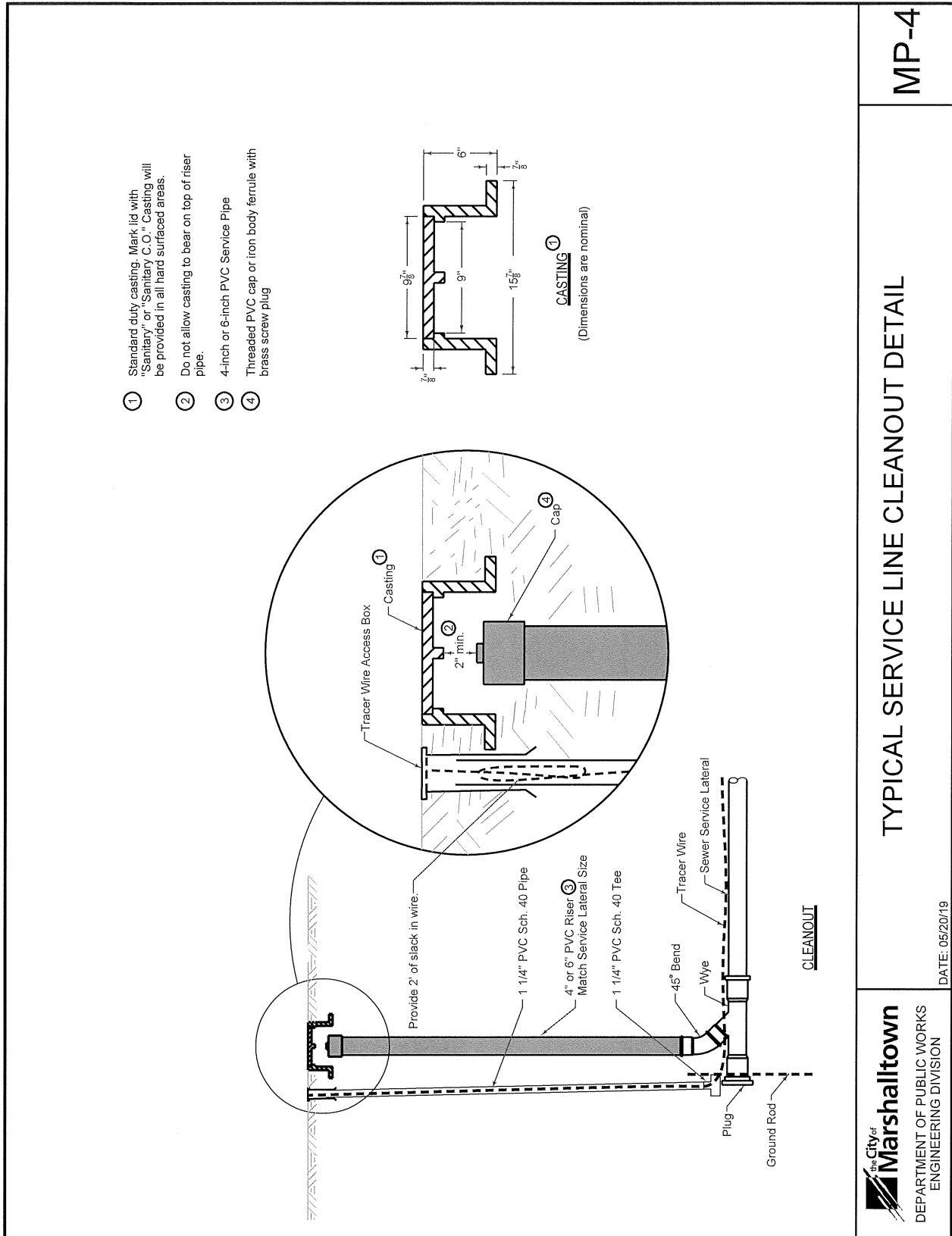
DATE: 05/20/19

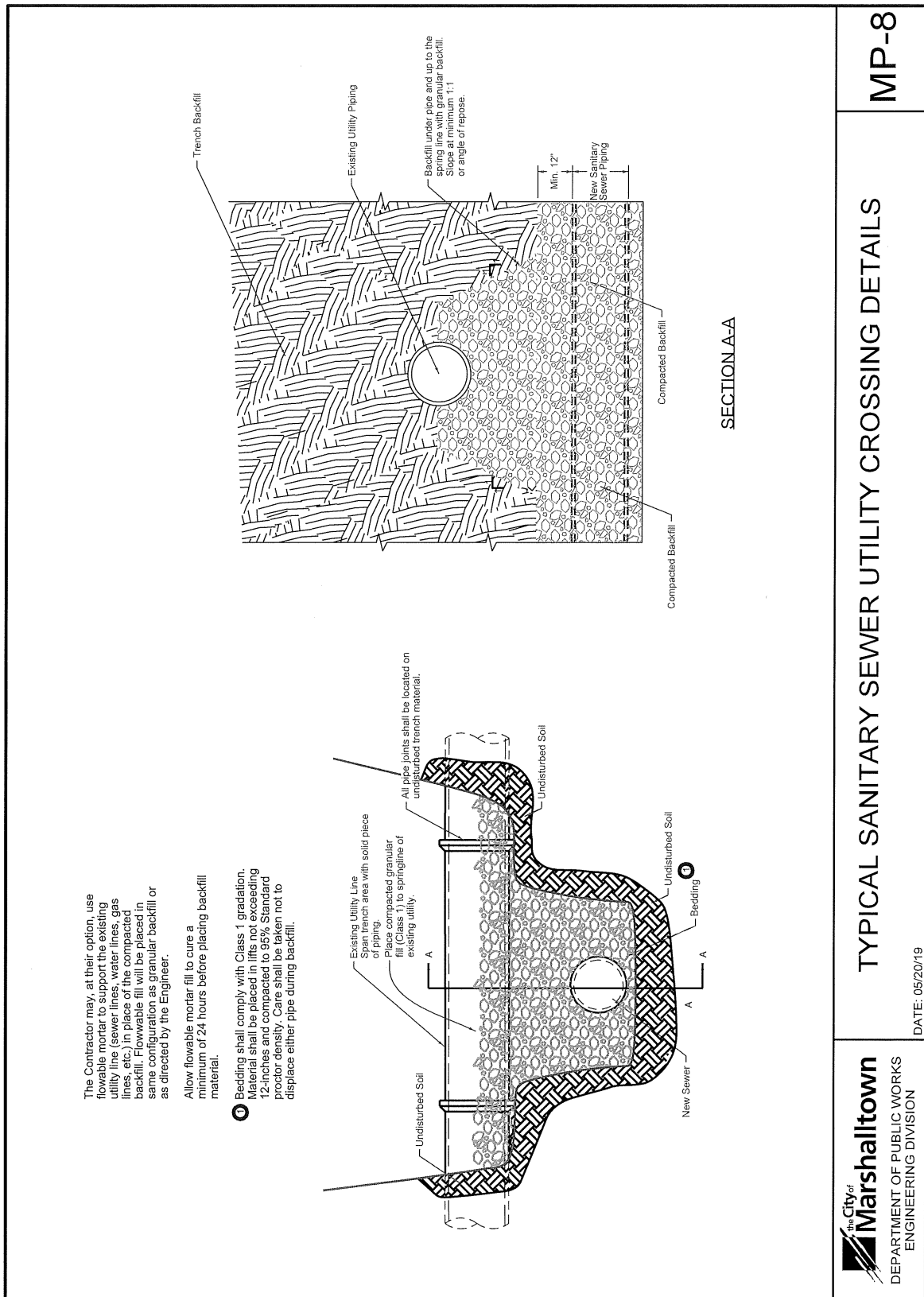


the City of Marshalltown
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

**TYPICAL AIR RELEASE/COMBINATION VALVE
MANHOLE DETAIL**

MP-3



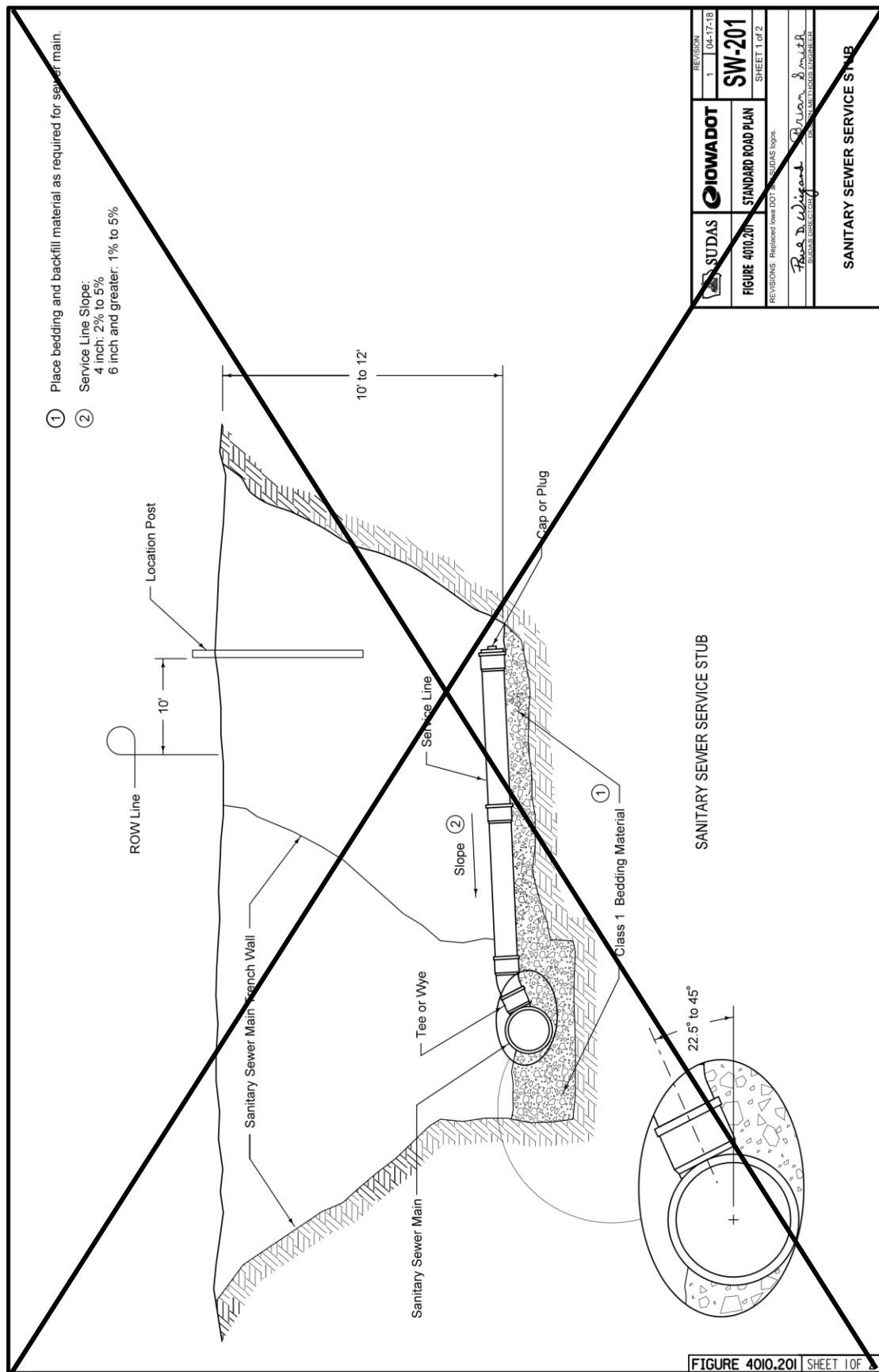


the City of Marshalltown
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

TYPICAL SANITARY SEWER UTILITY CROSSING DETAILS

DATE: 05/20/19

MP-8



	SUDAS	IOWA DOT	REVISION	1	04-17-18
			SW-201		
FIGURE 4010.201		STANDARD ROAD PLAN		SHEET 1 of 2	
REVISIONS: Replaced Iowa DOT SUDAS logo.					
Rae D. Wiegand		R. Allen Smith			
PROJECT MANAGER		DESIGNER			
SANITARY SEWER SERVICE STUB					

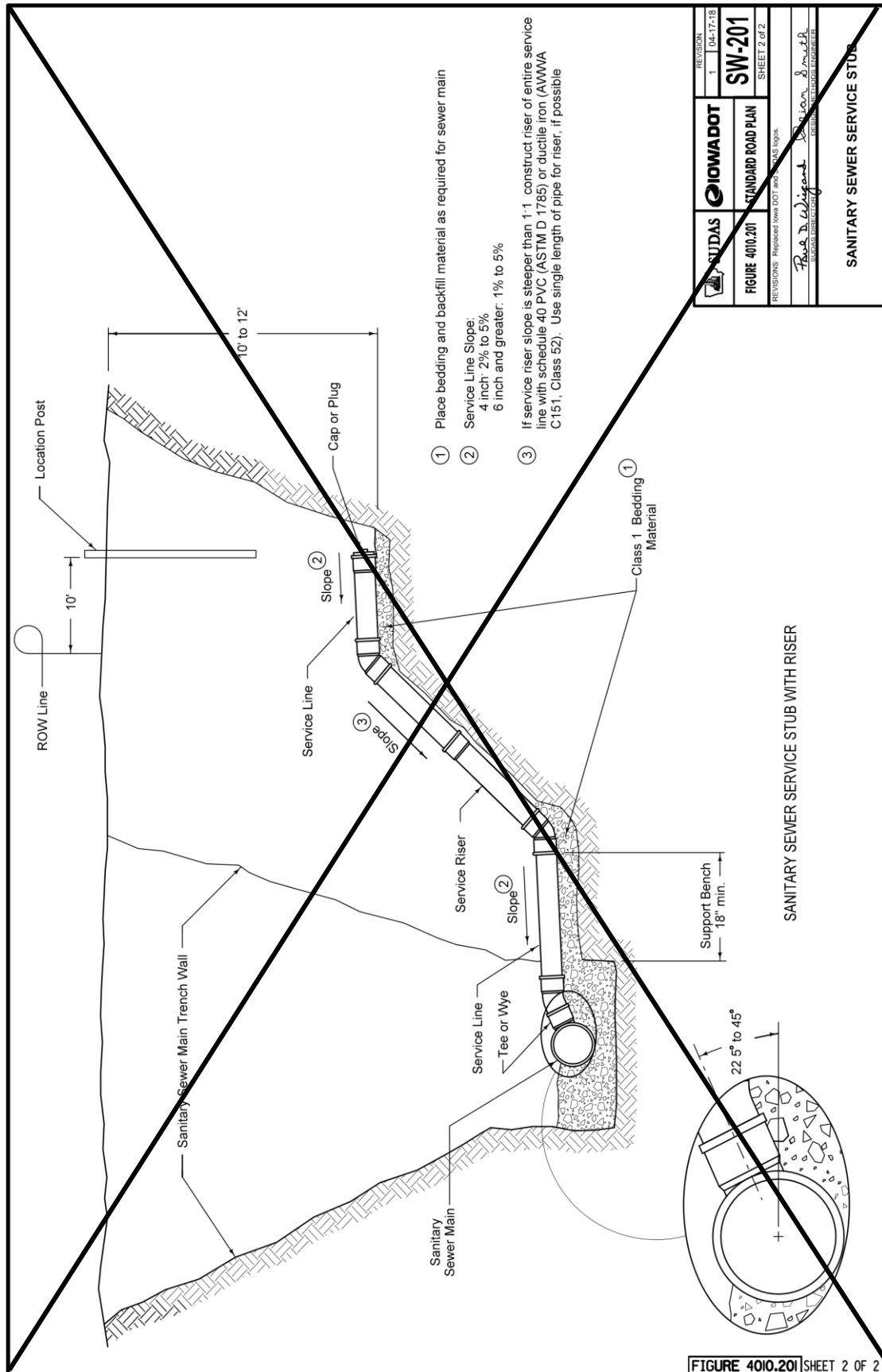
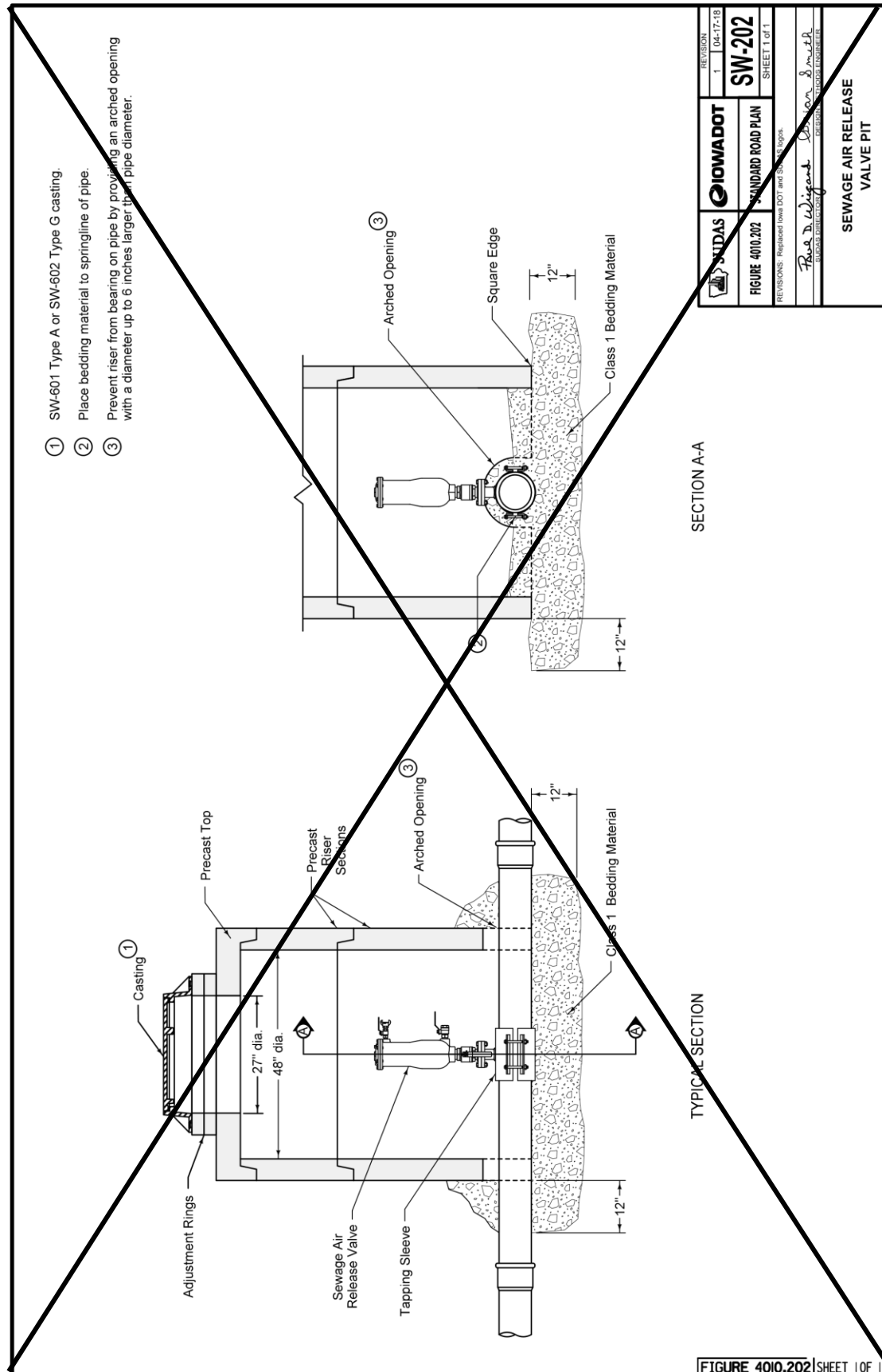
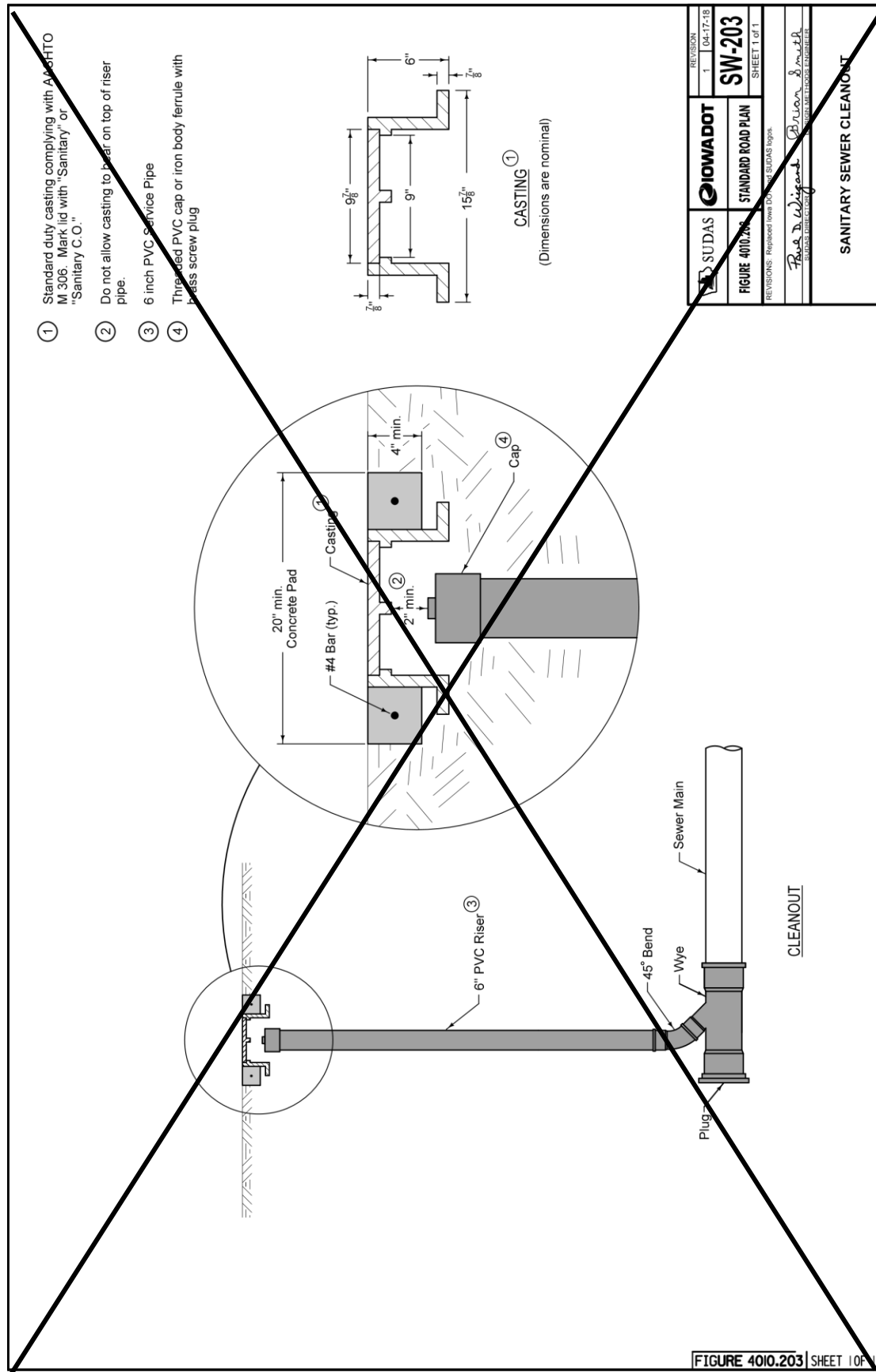


FIGURE 4010.201 SHEET 2 OF 2

REVISION	1	04-17-18
FIGURE 4010.201	STANDARD ROAD PLAN	SW-201
REVISIONS: Registered Iowa DOT and SUDAS logos		SHEET 2 of 2
Paul D. Wiegand	DESIGNER	
John D. Wiegand	CHECKED	
	APPROVED	
SANITARY SEWER SERVICE STUB		





SECTION 04020 - STORM SEWERS

PART 1 - GENERAL

1.03 through 1.06: (DELETE): ~~Comply with Division 1 - General Provisions and Covenants~~ (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”

1.09 (ADD) ACCEPTANCE CHECKLIST & MAINTENANCE BOND

Prior to final acceptance of the work, the contractor shall file with the City Clerk of the City of Marshalltown a maintenance bond guaranteeing suitable repairs of any defects or failures due to deficiencies in materials or inadequacies in workmanship for a period of 4 years for all improvements following completion of construction. The bond shall be for a sum equal to the total amount of the project. The contractor shall also file with the City Engineer all other required acceptance checklist items including testing/inspection forms, lateral construction forms, as-built drawings, construction costs and engineering certificate of completion forms. The acceptance checklist and warranty bond form are provided at end of section.

3.02 PIPE INSTALLATION

A. General:

8. (ADD) All lift holes in the pipe shall be filled with concrete.
9. (ADD) Protect utilities crossing the sewer main trench.

B. Trenched:

7. (ADD) No more than 300-feet of trench shall be left open at any time. Open trenches shall be properly marked and/or attended. Trenches shall be closed at the end of each day.

3.07 CONFLICTS

A. Horizontal Separation of Gravity Sewers from Water Mains:

2. When it is impossible to obtain the required horizontal clearance of 3 feet and a vertical clearance of 18 inches between sewers and water mains, the sewers must be constructed of water main materials meeting the requirements of Section (DELETE) 5010, 2.01 (ADD) 4010, 2.02. However, provide a linear separation of at least 2 feet.

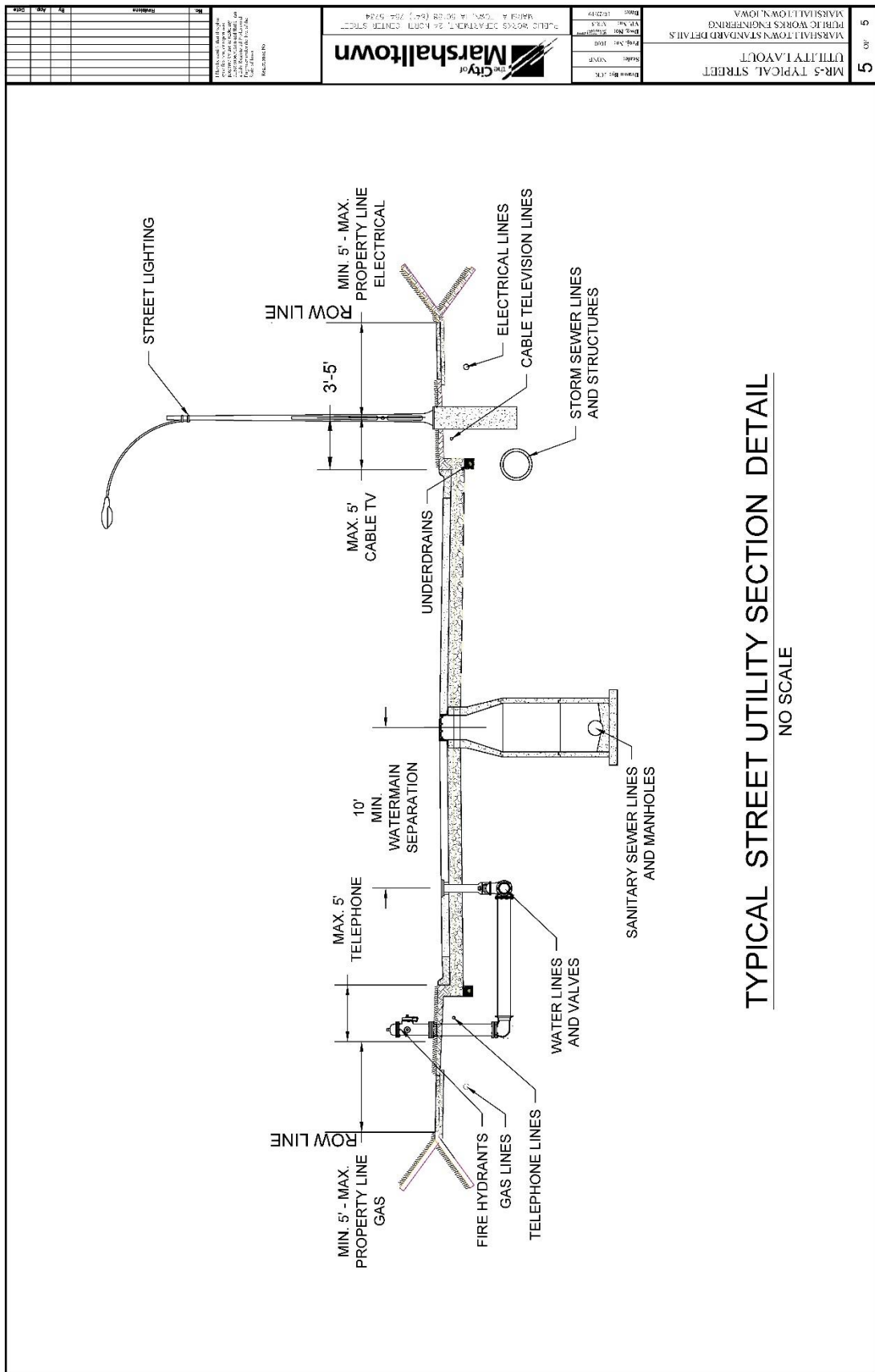
B. Separation of Sewer Force Mains from Water Mains: Separate storm sewer force mains and water mains by a horizontal distance of at least 10 feet unless:

1. The force main is constructed of water main materials meeting a minimum pressure rating of 150 psi and the requirements of (DELETE) 5010, 2.01 (ADD) 4010, 2.02. and

3.11 (ADD) MARSHALLTOWN STANDARD DETAILS

A. Added the following detail.

1. MR-5 Typical Street Utility Section Detail



SECTION 4030 - PIPE CULVERTS

PART 1 – GENERAL

1.03 through 1.06: (DELETE): ~~Comply with Division 1 – General Provisions and Covenants~~ (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”

PART 2 - PRODUCTS

2.01 PIPE CULVERTS

B. Entrance Pipe Culverts: The following pipe culvert types described in Section 4020 may be used within right-of-way as entrance pipe culverts:

5. Corrugated Metal Pipe (CMP). (ADD) Use of this pipe material requires specific approval by the Engineer.
6. Spiral Rib Pipe. (ADD) Use of this pipe material requires specific approval by the Engineer.
7. Coated Corrugated Metal Pipe. (ADD) Use of this pipe material requires specific approval by the Engineer.
8. Corrugated Metal Arch Pipe. (ADD) Use of this pipe material requires specific approval by the Engineer.

C. Structural Plate Culverts: Structural plate culverts may be used in the right-of-way as roadway or entrance pipe culverts.

6. (ADD) Use of this pipe material requires specific approval by the Engineer.

D. Aluminum Structural Plate Culverts: Aluminum structural plate culverts may be used in the right-of-way as roadway or entrance pipe culverts.

9. (ADD) Use of this pipe material requires specific approval by the Engineer.

PART 3 - EXECUTION

3.04 (ADD) IOWA DOT STANDARD ROAD PLANS

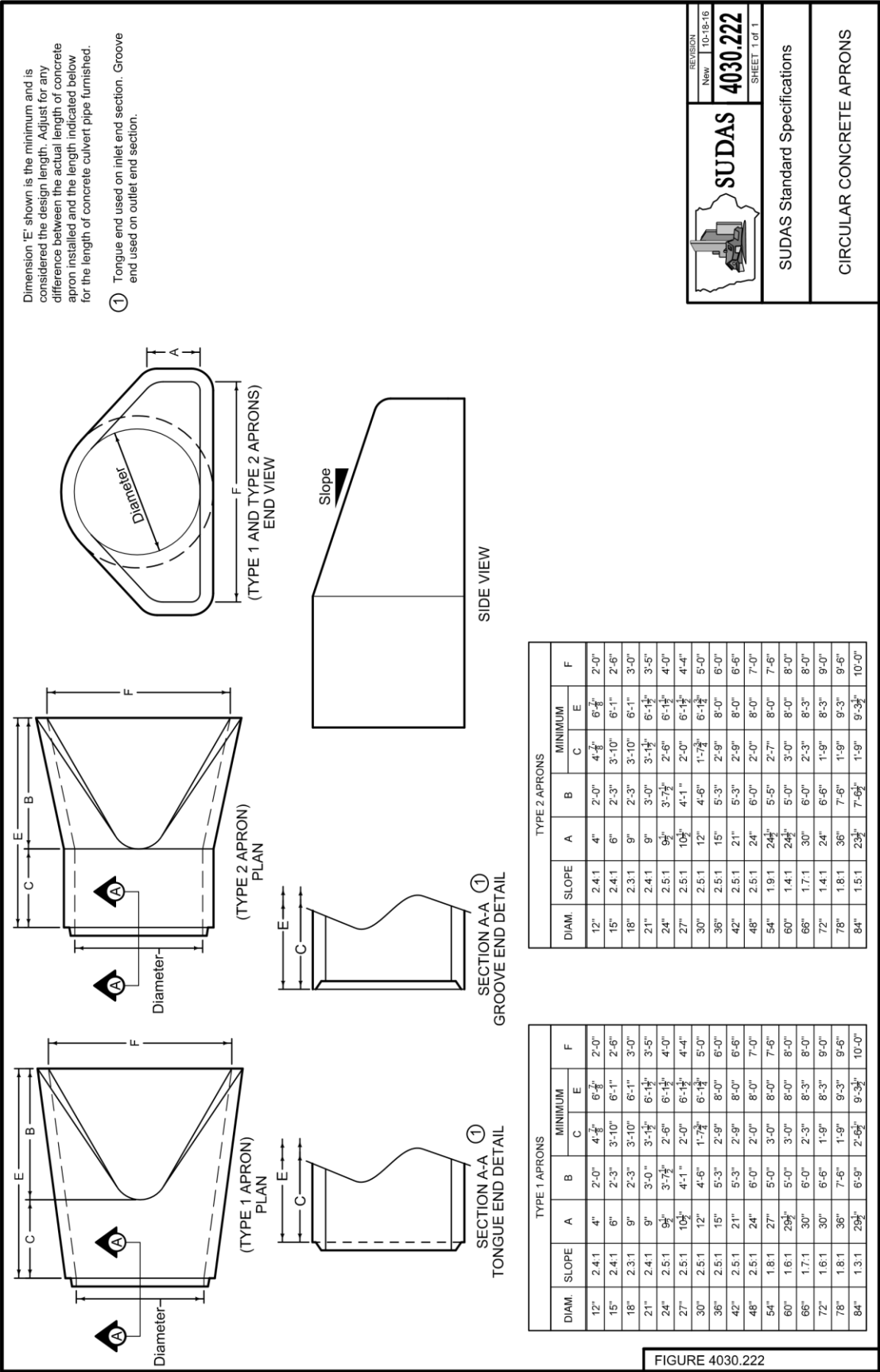
Add the following details:

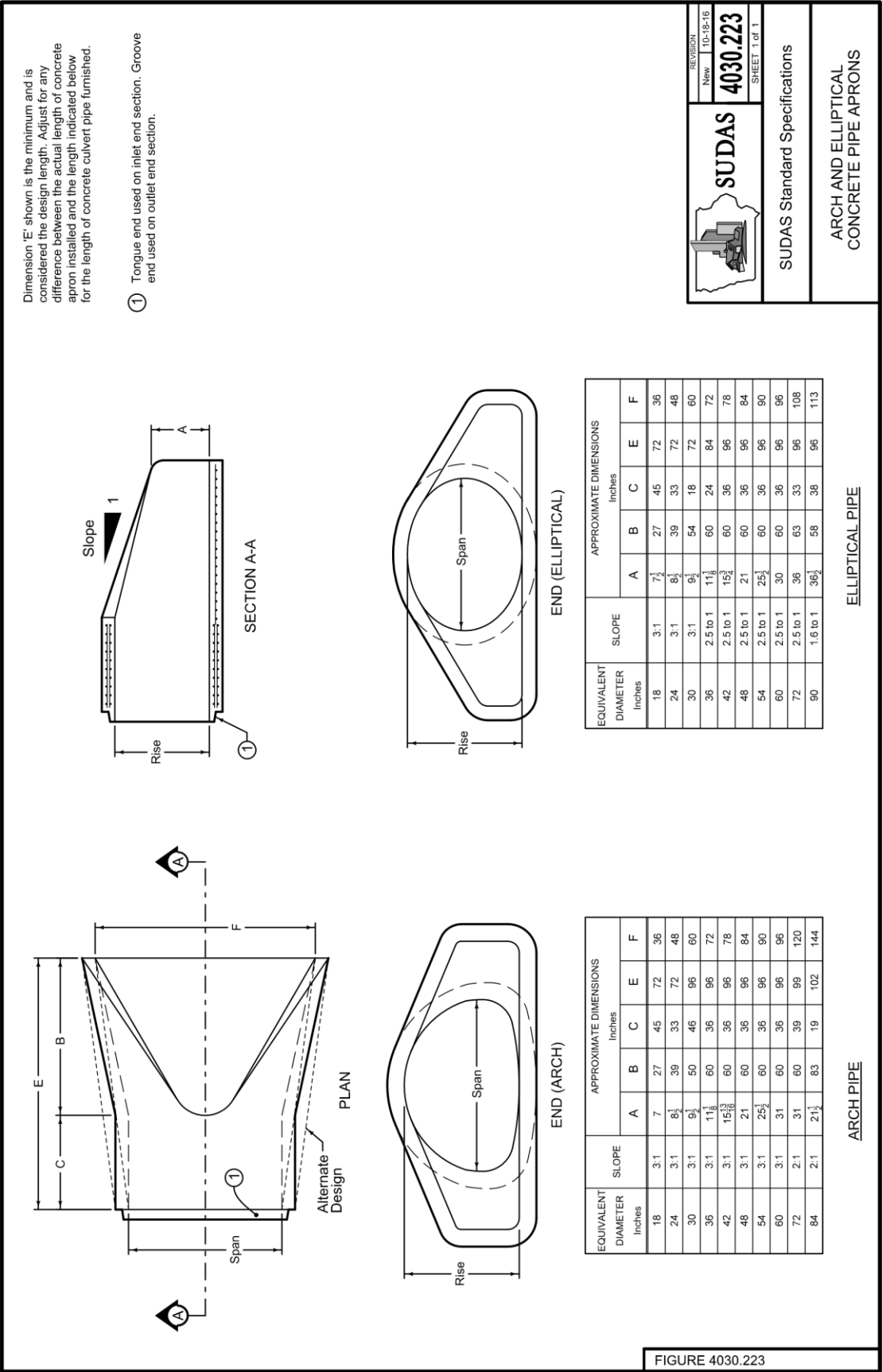
- A. DR-121 Connected Pipe Joints
- B. DR-203 Metal Pipe Aprons and Beveled Ends
- C. DR-211 Metal Safety Slope Apron 6:1 Slope
- D. DR-212 Beveled Pipe and Guard

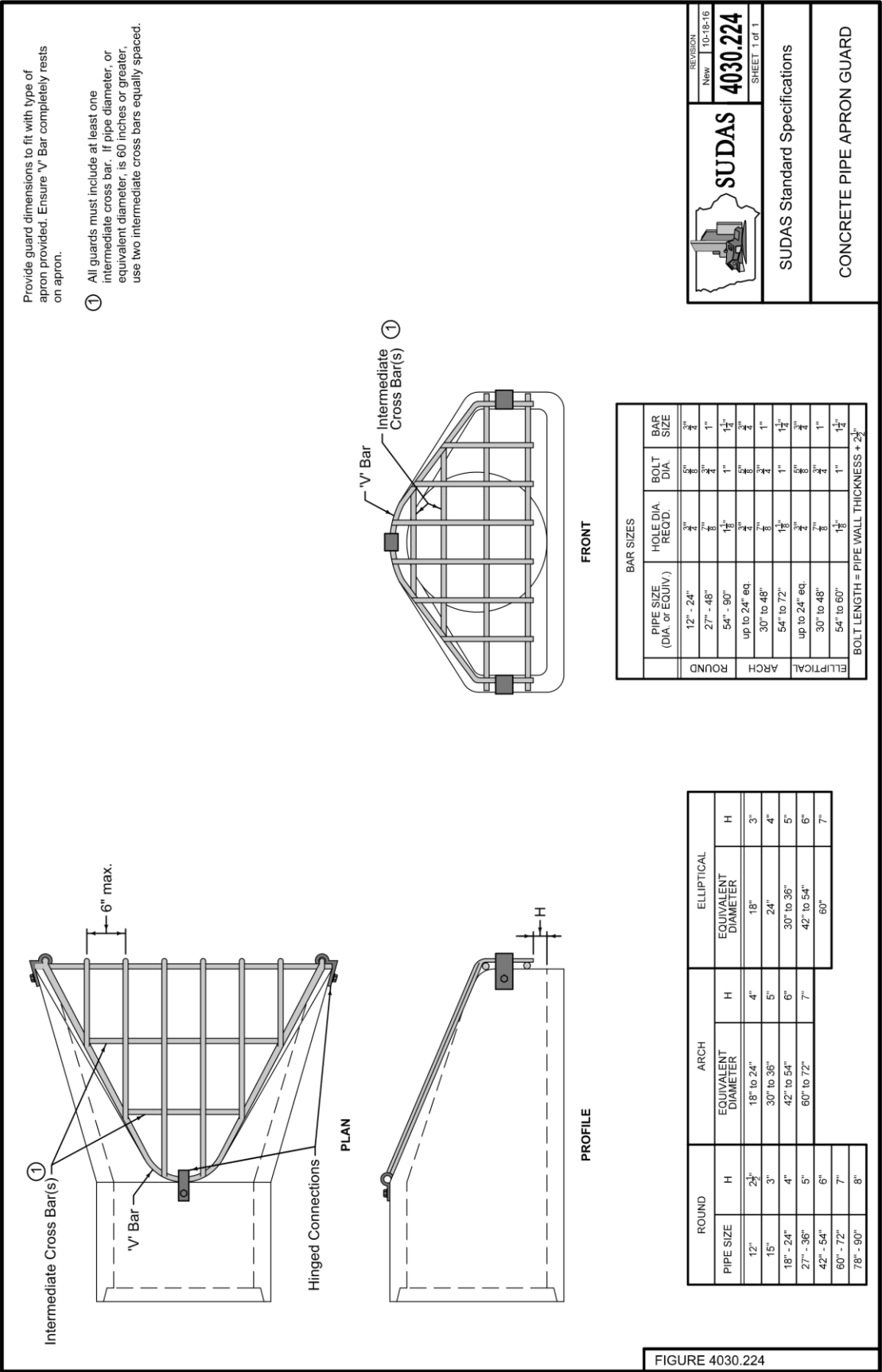


D	W	Mark	Size	Length	Count
12"	2'-4"	4f1	4	2'-0"	3
		4f2	4	3'-8"	2
15"	2'-10 1/2"	4f1	4	2'-6 1/2"	3
		4f2	4	3'-8"	2
18"	3'-5"	4f1	4	3'-1"	3
		4f2	4	3'-8"	3
24"	4'-6"	4f1	4	4'-2"	3
		4f2	4	3'-8"	3
30"	5'-7"	4f1	4	5'-3"	3
		4f2	4	3'-8"	4
36"	6'-8"	4f1	4	6'-4"	3
		4f2	4	3'-8"	5
42"	7'-3"	4f1	4	6'-11"	3
		4f2	4	2'-9"	5

FIGURE 4030.221 SH









Wrap all joints on concrete roadway pipe culverts.

Use Type 3 Connectors on all culvert pipes, unless specified otherwise. Refer to Materials I.M. 445.01 for Connector requirements.

Minimum 2 threads showing at all threaded ends.

Connections not required on pipe sections installed by trenchless methods.

For belled concrete pipe joints, connectors may be installed on the inside of the pipe.

TYPE 1

One connector at the top of the pipe section.

TYPE 2 (Sealed Joint)

Two connectors near the top of the pipe section. For details of reinforced concrete pipe joints, refer to AASHTO M 170 for the class of pipe required. Refer to Materials I.M. 451.00 for seal requirements.

TYPE 3 (Non - Sealed Joint)

Two connectors near the top of the pipe section. For details of reinforcement, refer to AASHTO M 170 for the class of pipe required.

① If holes are field drilled, place a ribbon of butyl sealant around bolts before placing 3 in. x 3 in. x 1/4 in. plate on bolts through corrugated metal pipe and tightening nuts.

② 1 1/2 inch round x 3/8 inch thick washer or 3 in. x 3 in. x 1/4 in. square plate (attached to pipe radius).

③ Connectors with One Bend End and Bell End spacers allowed per Materials I.M. 451. Refer to Optional Bolts detail.

④ Engineering fabric for embankment erosion control.

Possible Tabulations:
104-3
104-5B

**SECTION OF PIPE CONNECTOR
(Concrete Pipe to Concrete Pipe)**

**SECTION OF PIPE CONNECTOR
(Concrete Pipe to Corrugated Pipe)**

PIPE JOINT WRAPPING

OPTIONAL BOLTS/CONNECTORS

ONE BEND END

THREADED AT BOTH ENDS

TYPE 1 CONNECTION

NON-SEALED JOINT

CONNECTED PIPE JOINTS

REVISION

3 10-17-17

DR-121

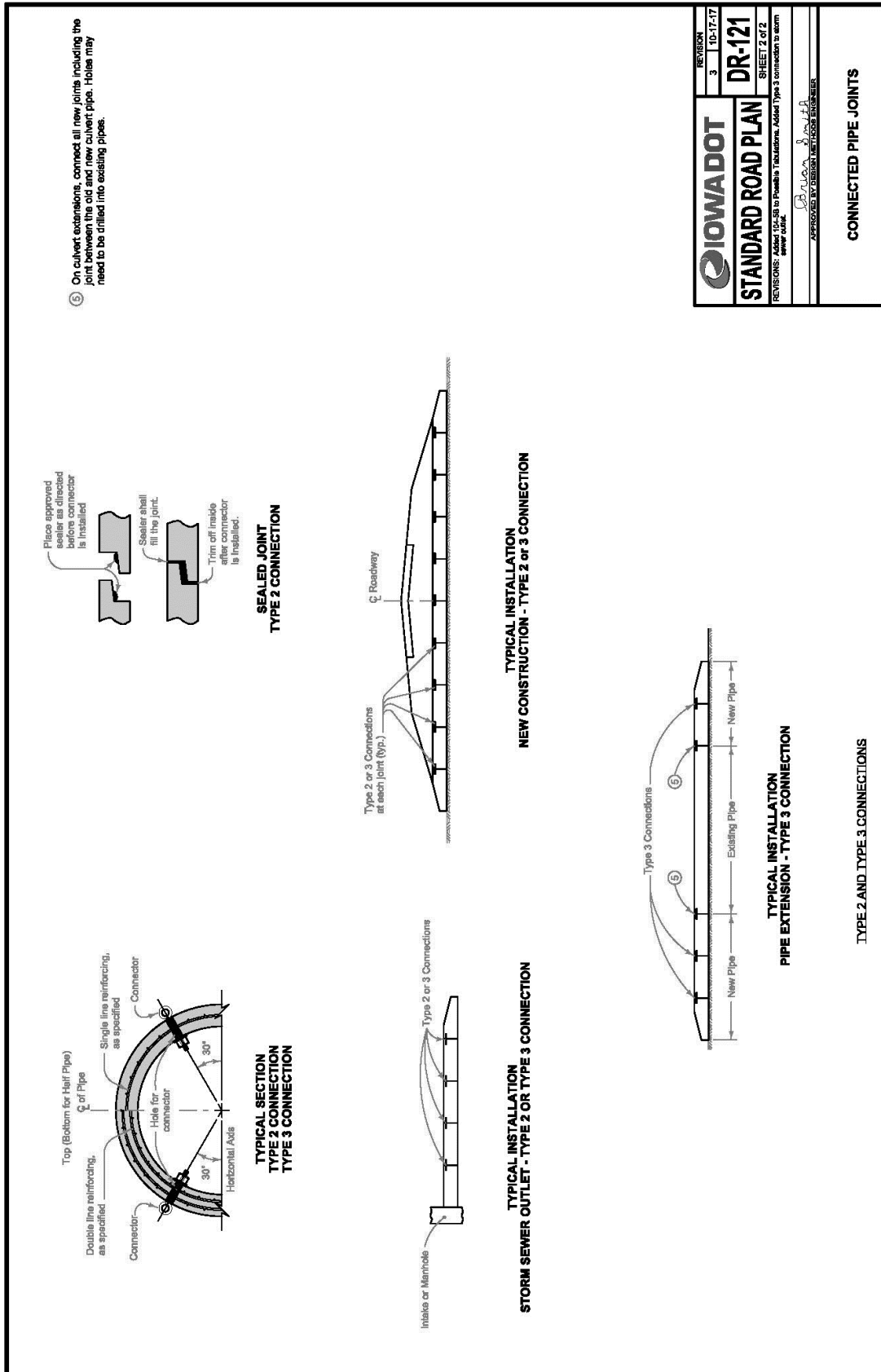
STANDARD ROAD PLAN

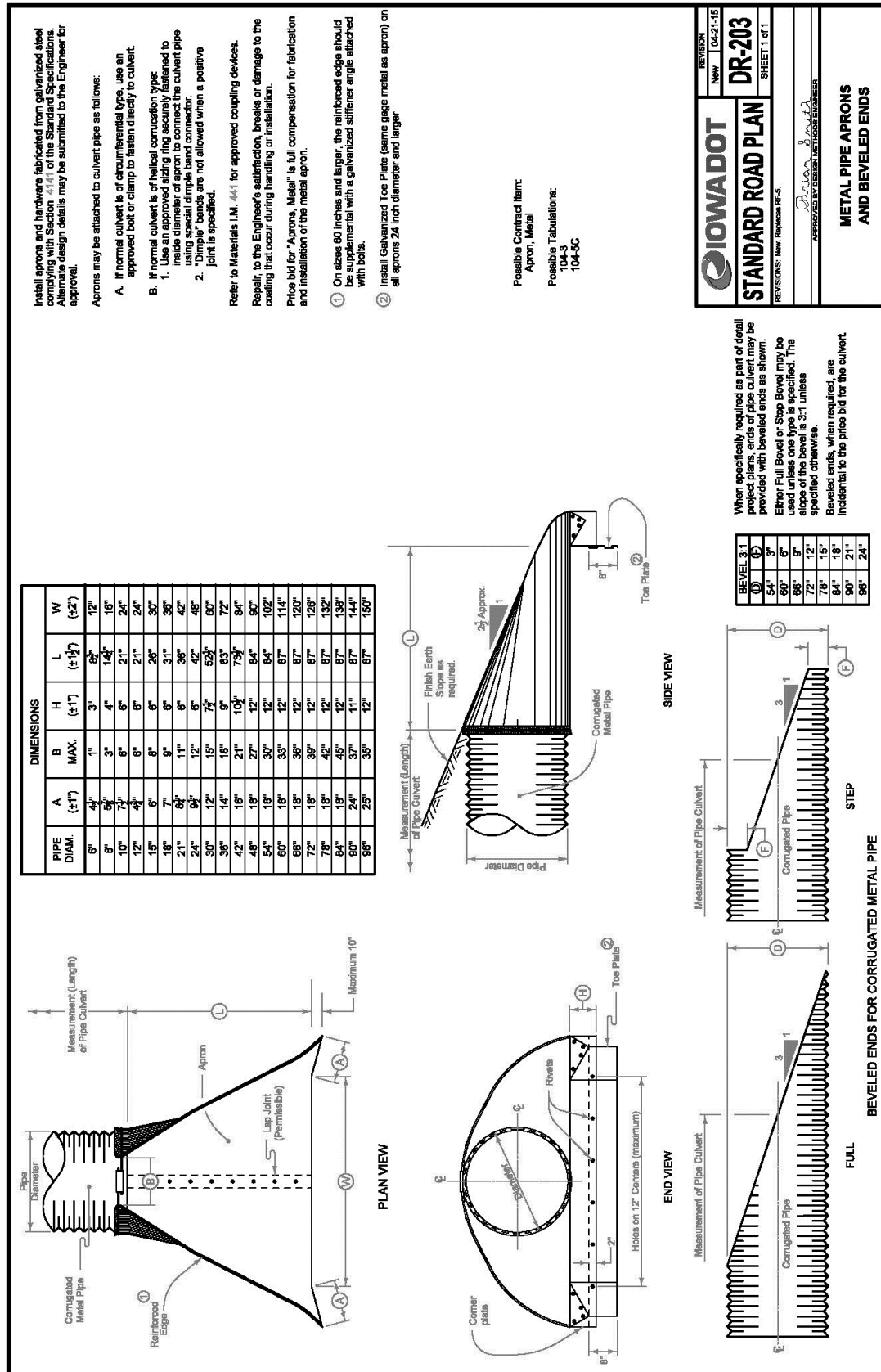
REVISIONS: Added 104-5B to Possible Tabulations. Added Type 3 connector to storm sewer detail.

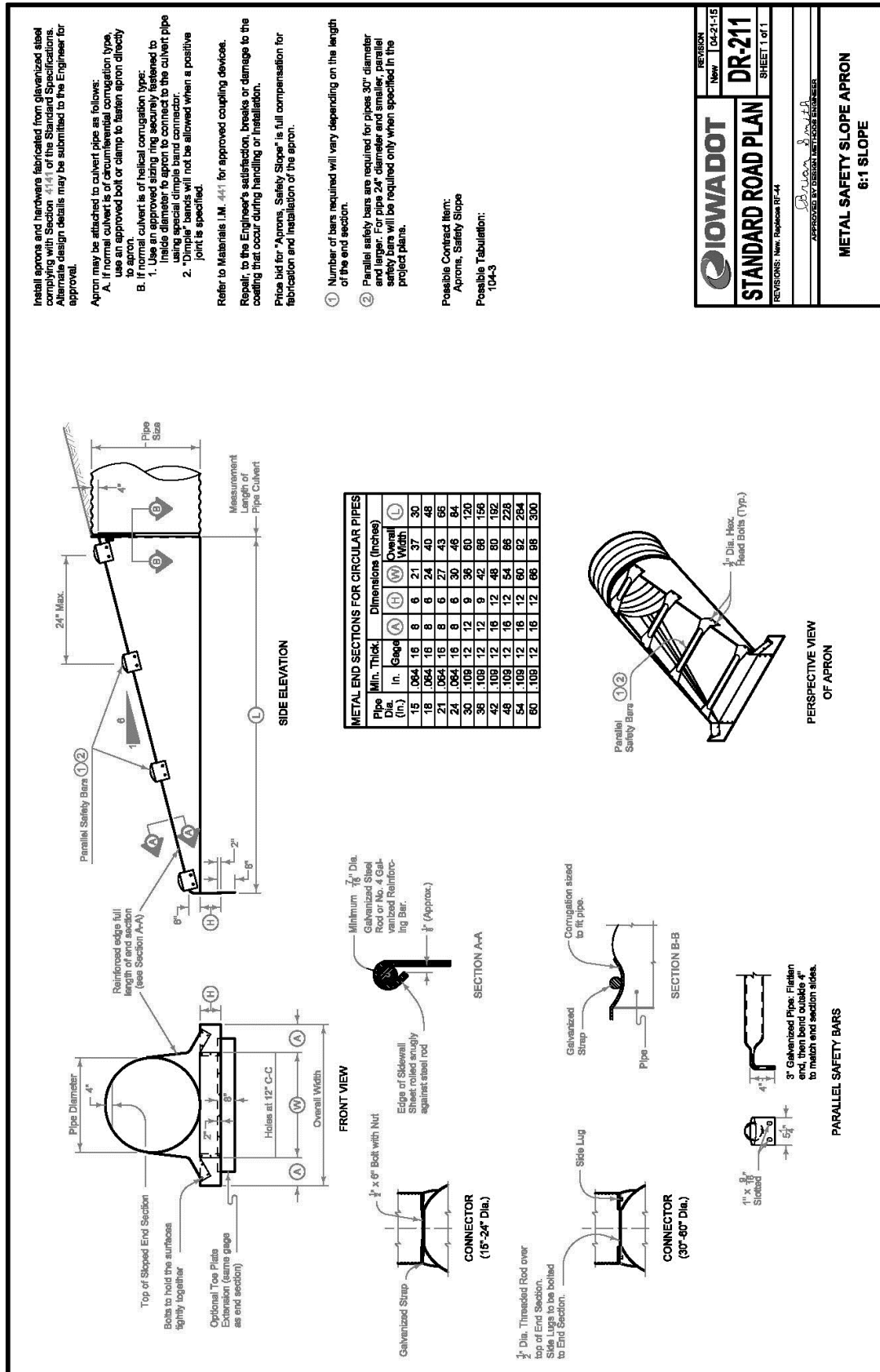
APPROVED BY DESIGN METHOD ENGINEER

Donna Smith

CONNECTED PIPE JOINTS







For reinforcing steel used in construction of "Beveled Pipe and Guard", use deformed bars meeting the requirements of Article 4161.03 of the Standard Specifications and hot-dip galvanized according to ASTM A123.

Use Class 'C' Concrete in the construction of Beveled Pipe and Guard.

Cut the pipe to fit the foreslope. Cut slots into the pipe for placement of the No. 8 bars. After the foreslope has been placed, fit the No. 8 bars into the slots cut in the pipe so they will be in proper position when the concrete collar is poured.

Price bid for "Beveled Pipe and Guard," each, is full compensation for furnishing all materials and constructing the Beveled Pipe and Guard.

Special Note:

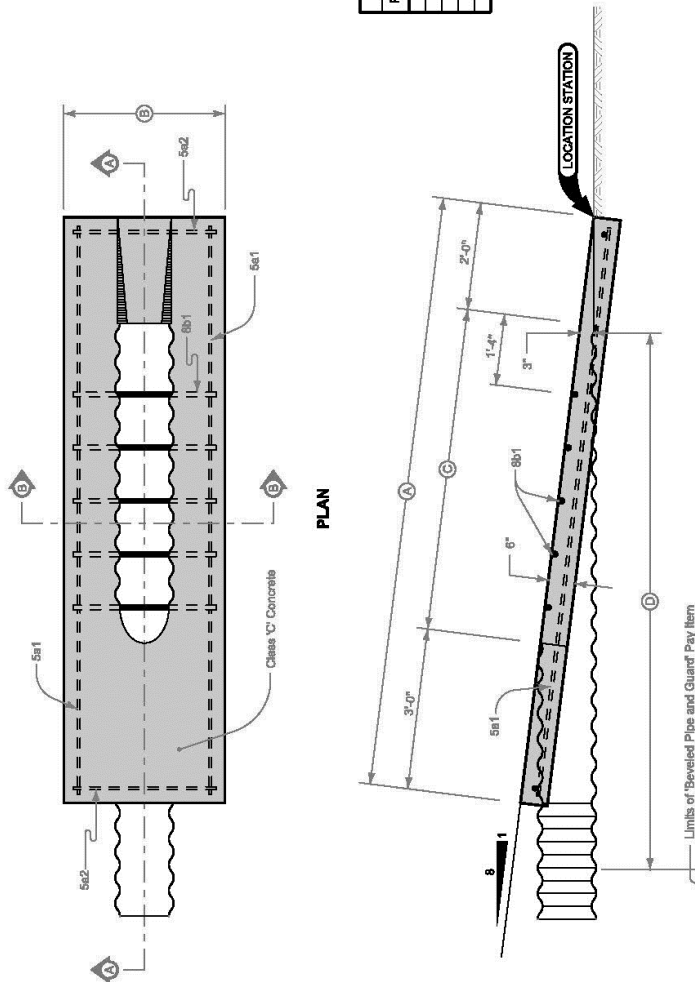
A self fence ditch check is required immediately upstream from the inlet. Refer to SEC-201 for construction details.

Possible Contract Item:
Beveled Pipe and Guard

Possible Tabulations:
104-3
112-8

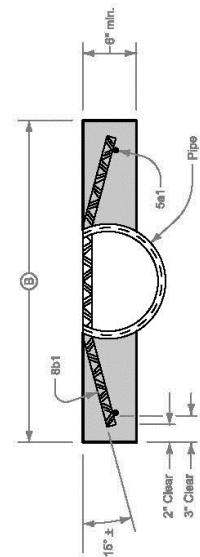
	REVISION	04-21-15
	New	
STANDARD ROAD PLAN		DR-212
SHEET 1 of 1		
REVISIONS: New, Replace, Amend, etc.		
APPROVED BY DESIGN TECHNICIAN ENGINEER		
BEVELED PIPE AND GUARD		

PIPE SIZE	(A)	(B)	(C)	(D)
12"	11'-0"	3'-0"	8'-0"	10'-0"
15"	13'-2"	3'-2"	8'-2"	12'-0"
18"	15'-4"	3'-4"	8'-4"	14'-0"
21"	17'-6"	3'-6"	12'-6"	16'-0"
24"	19'-8"	4'-0"	14'-8"	18'-0"



PIPE SIZE	BAR	LOCATION	SHAPE	REINFORCING BAR LIST			TOTAL WEIGHT	SPACING
				COUNT	LENGTH	LIN. FT.		
12"	5a1	Base	—	2	10'-0"	21.4	22.3	See Detail
	5a2	Base	—	2	2'-0"	5.4	5.8	See Detail
	8b1	Base	—	5	2'-10"	14.2	37.9	12"
	5a1	Base	—	2	12'-10"	28.7	28.8	See Detail
15"	5a2	Base	—	2	2'-11"	5.9	6.2	See Detail
	8b1	Base	—	7	3'-1"	21.6	57.7	12"
	5a1	Base	—	2	15'-0"	30.0	31.3	See Detail
	5a2	Base	—	2	3'-0"	6.4	6.7	See Detail
18"	8b1	Base	—	9	3'-4"	30.0	80.1	12"
	5a1	Base	—	2	17'-2"	34.4	35.9	See Detail
	5a2	Base	—	2	3'-0"	6.9	7.2	See Detail
	5a1	Base	—	11	3'-7"	39.5	106.5	12"
21"	8b1	Base	—	2	19'-4"	38.7	40.4	See Detail
	5a1	Base	—	2	3'-0"	7.4	7.7	See Detail
	5a2	Base	—	13	3'-10"	48.9	133.2	12"
	8b1	Base	—					

SECTION A-A



SECTION B-B

SECTION 4040 - SUBDRAINS AND FOOTING DRAIN COLLECTORS

PART 1 - GENERAL

1.03 through 1.06: (DELETE): ~~Comply with Division 1—General Provisions and Covenants~~ (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”

PART 3 - EXECUTION

3.01 SUBDRAINS

A. Install Type 1 or Type 2 subdrain where specified in the contract documents. Comply with Figure 4040.231 (ADD), DR-301, and DR-303.

C. Provide outlets where specified in the contract documents.

3. (ADD) Comply with 4040.233 and DR-306 for outlets to grade.

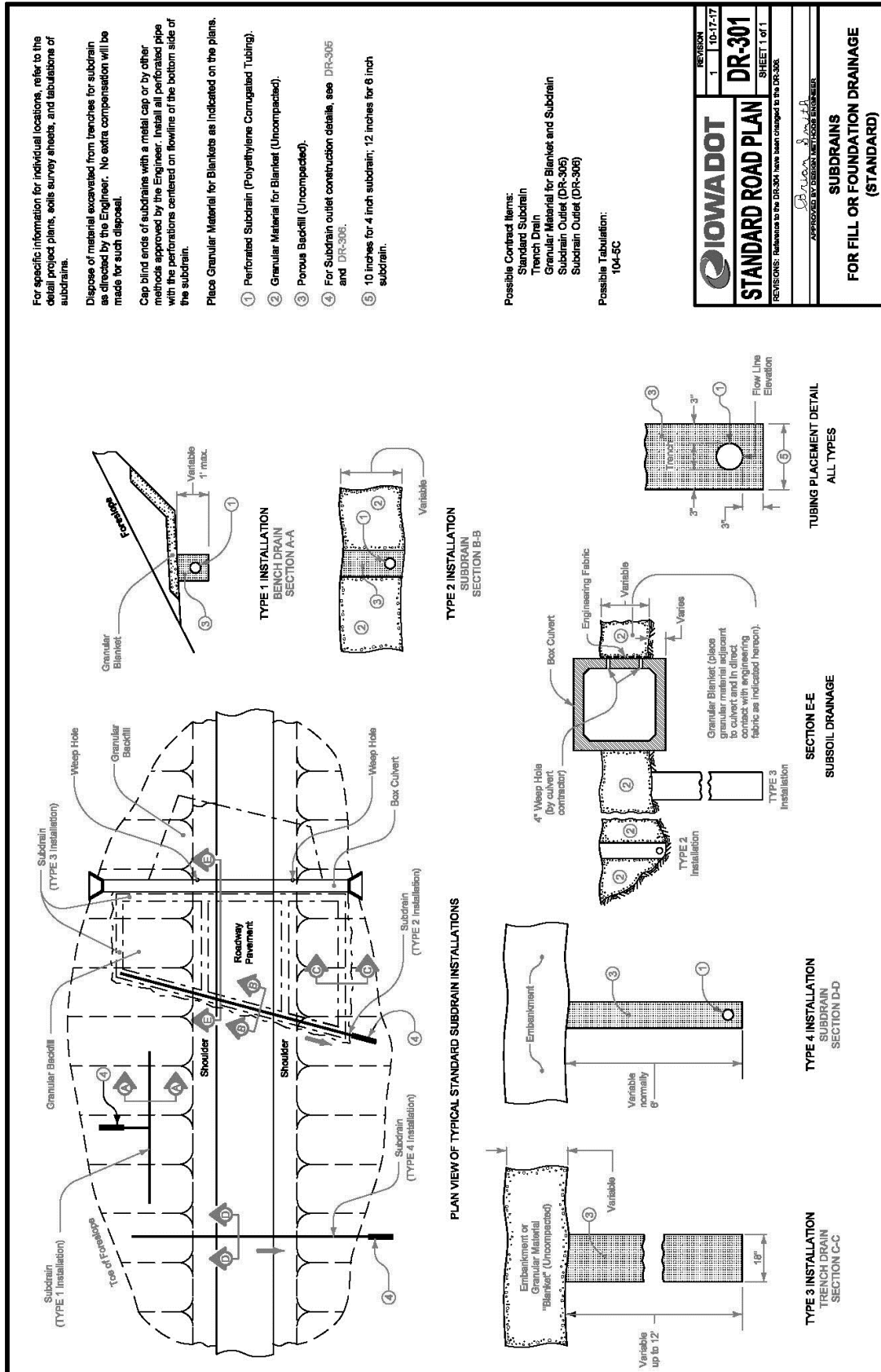
3.04 (ADD) IOWA DOT STANDARD ROAD PLANS

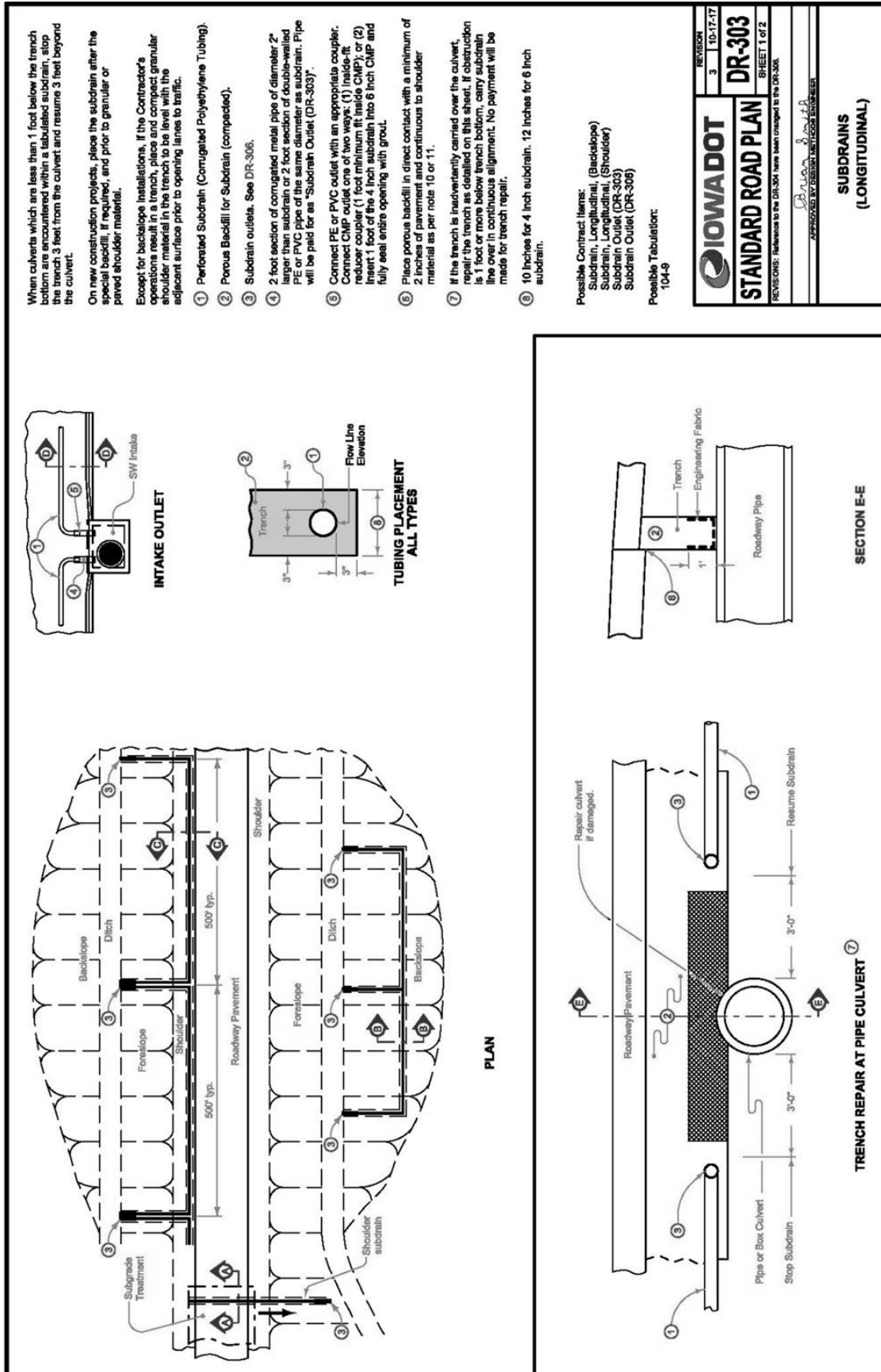
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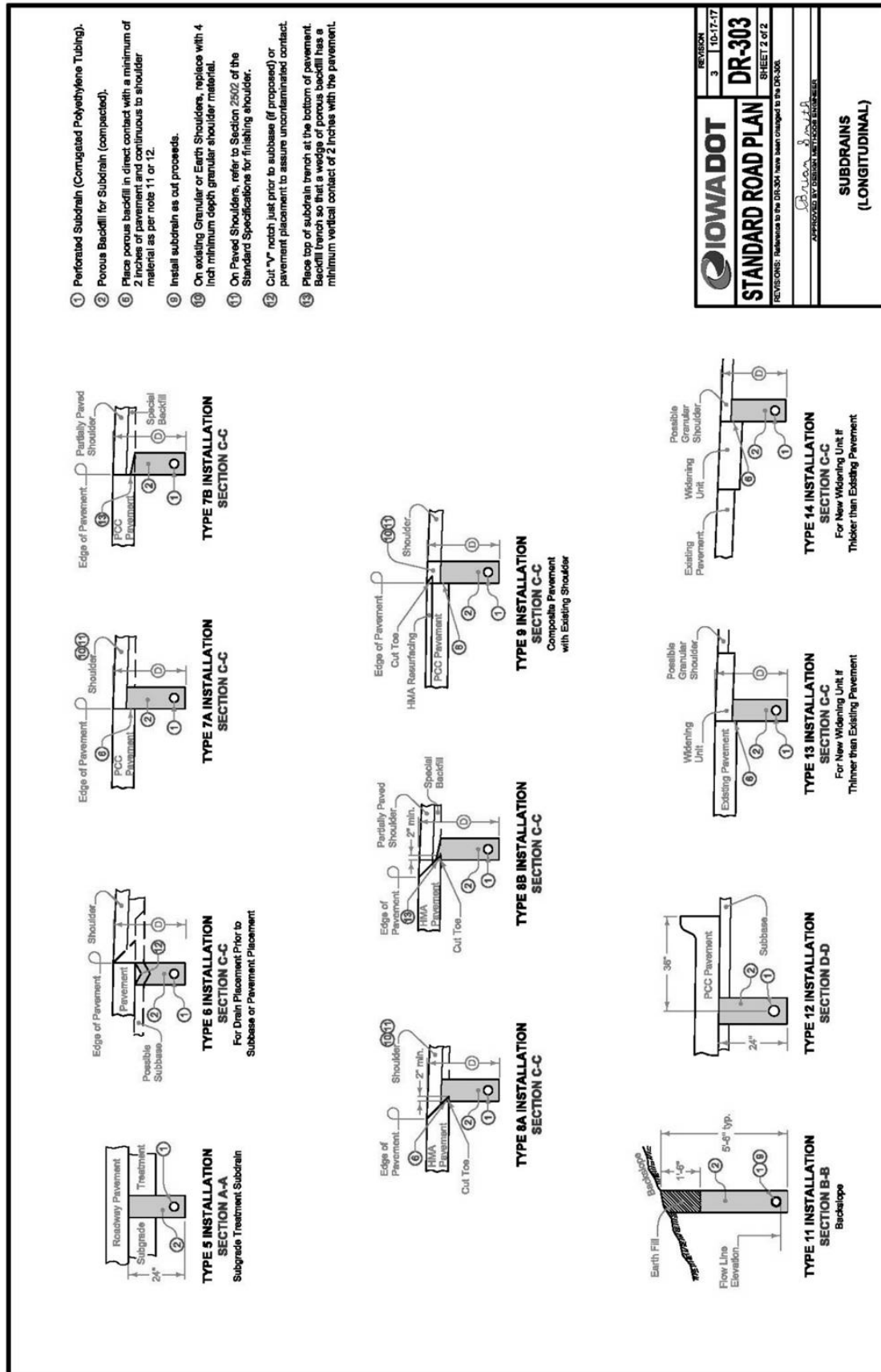
1. DR-301 Subdrains for Fill or Foundation Drainage (Standard)

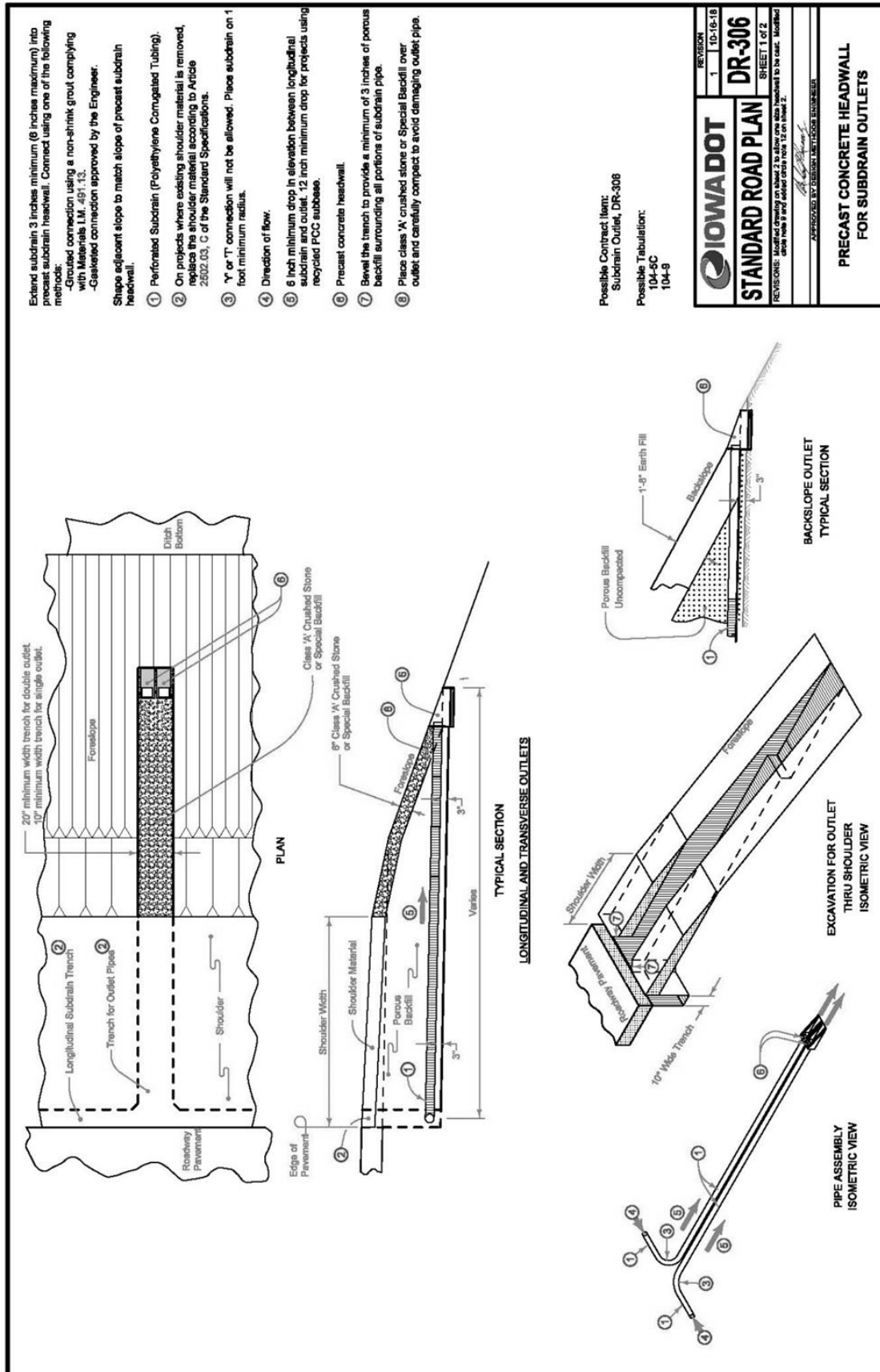
2. DR-303 Subdrains (Longitudinal)

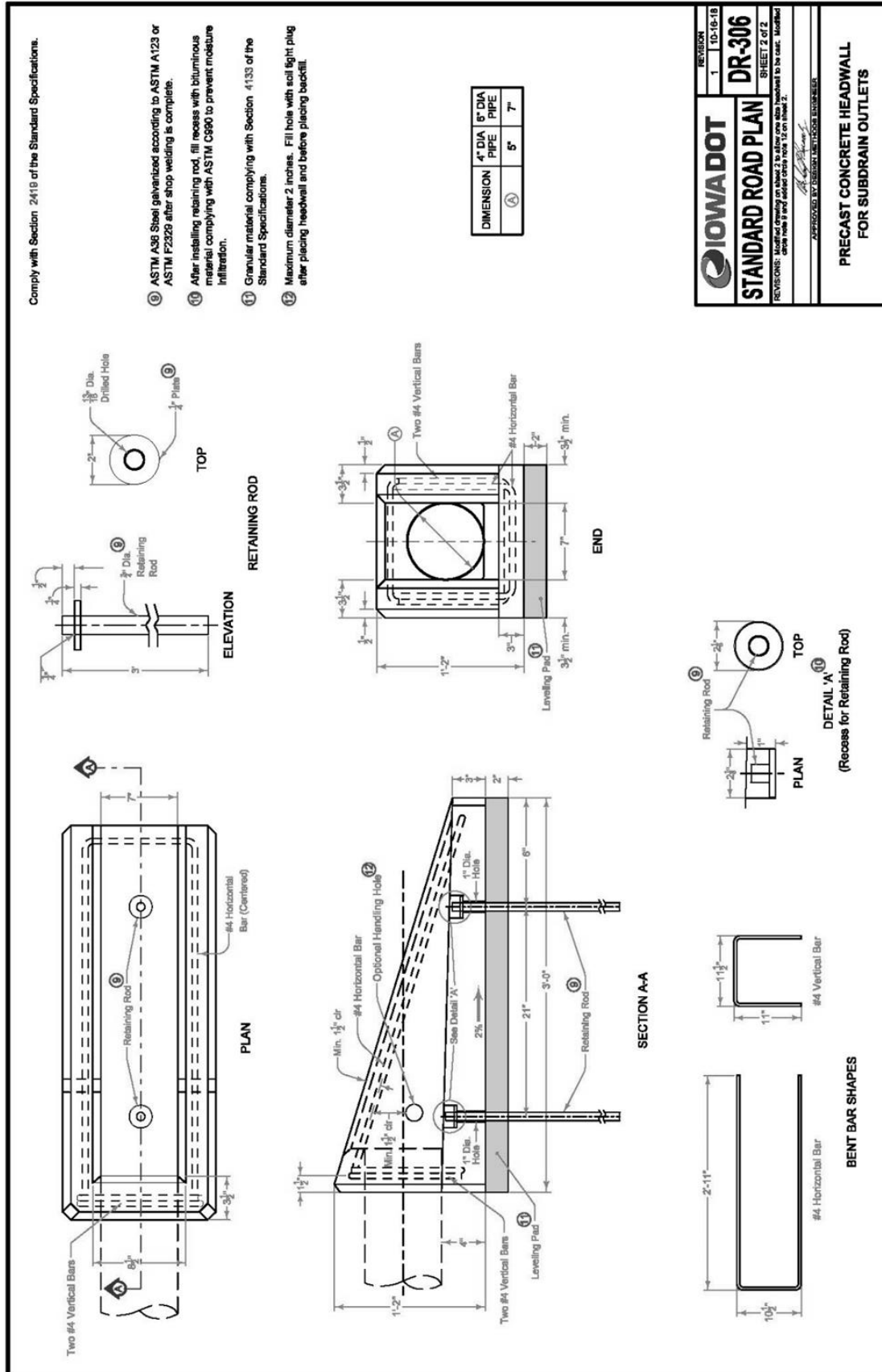
3. DR-306 Precast Concrete Headwall for Subdrain Outlets.











SECTION 4050 - PIPE REHABILITATION

PART 1 - GENERAL

~~1.03 through 1.06:~~ (DELETE): ~~Comply with Division 1 – General Provisions and Covenants~~ (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”

SECTION 4060 - CLEANING, INSPECTION, AND TESTING OF SEWERS

PART 1 - GENERAL

~~1.03 through 1.06:~~ (DELETE): ~~Comply with Division 1 – General Provisions and Covenants~~ (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”

PART 2 - PRODUCTS

2.02 (ADD) FORCE MAIN CLEANING PIG

- A. The force main cleaning pigs shall be light-density crisscross pigs constructed of a minimum of two (2) pounds per cubic foot density foam and coated with polyurethane elastomer in crisscross pattern.
- B. The force main cleaning pigs shall have an open nose design for maximum jetting action and pressure equalization. The pigs shall have the ability to scratch, scrape, plow and jet to assist in cleaning and flushing debris from the force main. The pig units shall be sized to the pipe in accordance with the manufacturer's recommendations and shall have a length two times the diameter. The nose shall be parabolic shaped in order that it may better enter restrictions. The pigs shall have the ability to negotiate mitered and short radius bends, short radius elbows, tees, crosses, and multi-dimensional pipe sizes and valves.
- C. All pipeline pig ingredients shall be certified by the manufacturer as having been successfully used in similar applications and comply with these specifications.

PART 3 – EXECUTION

3.03 VIDEO INSPECTION

- A. (DELETE)-General:
 - ~~1. Unless otherwise specified in the contract documents conduct video inspection of all new and rehabilitated sanitary and storm sewers after all backfill and compaction operations are completed, but prior to paving.~~
 - ~~2. Notify the Engineer the day prior to inspection so the Engineer may be present during the inspection.~~

~~3. Notify the Engineer of the extent of noncompliance with the low spot depth tolerances in Section 4010 for sanitary sewers and Section 4020 for storm sewers.~~

~~4. Re-inspect sewers after any corrective action has been completed.~~

B. (DELETE) Inspection Procedure:

~~1. Prior to video inspection, run sufficient water through the pipe to saturate potential low spots so they may be detected during inspection.~~

~~2. Inspect each pipe segment between manholes or access points in a single, continuous run. Progress through the entire project in a uniform direction.~~

~~3. Inspect all lateral connections and other observations at right angles utilizing the pan and tilt capabilities of the camera.~~

~~4. Center the video camera in the pipe during the inspection.~~

~~5. Do not exceed 30 feet of inspection per minute.~~

C. (DELETE) Inspection Reporting:

~~1. Provide a copy of the video inspection including on-screen continuous footage, pipe diameter, direction of viewing, and manhole and street location references in the recording. Affix labels to the recording media to include the name of the project, the date, and the location of the inspection.~~

~~2. Provide a written report of the inspection. In the report, include true-to-scale drawings of all sewer defects and observation locations. Reference the time stamp on each line item entry on the written report.~~

A. (ADD) Prior to acceptance by the City, a television inspection on Sanitary Sewers shall be completed by the contractor. Said TV inspection shall be performed 30 days after backfilling. The TV inspection shall be with a pan & tilt color camera and a footage meter that accurately displays the camera's location on tape.

B. (ADD) The developer/contractor will be required to ensure that an informational meeting is set up between the entity performing the television inspection on the new construction and the City Engineer and/or Sewer Superintendent. The meeting is used to educate the entity's television operator on the proper inspection techniques while televising for the City of Marshalltown. Proper techniques are, but not limited to the following:

1. Identify each structure by proper structure number

2. Separate reports for each line segment televised

3. Pipe preparation before televising, to include cleaning or putting water down the line to show sags

4. Video tape procedures, including procedures for viewing laterals or connections

5. Timeliness in returning videos and paper reports

- C. (ADD) All television inspections shall be provided in digital format (.MPEG, .MPG, or .WMV), PDF written report and in Wincan digital CD format. If not provided in Wincan digital format, the contractor shall pay \$20 per line segment for the information to be data entered into the City system.
- D. (ADD) After review of the videos and written reports, the City of Marshalltown will contact the developer or contractor of a positive review or identify areas that need to be repaired prior to final acceptance. Any repairs will need to be re-televised.

3.07 (ADD) FORCE MAIN CLEANING

- A. All lines shall be thoroughly cleaned before acceptance until all traces of construction materials, soil or other foreign matter have been removed.
- B. The Contractor shall take all necessary measures to protect adjacent facilities and property. Damages caused by water or water carried material shall be the responsibility of the Contractor.
- C. All cleaning shall be completed prior to the initiation of the testing process described in Part 3.06.
- D. Force main cleaning shall be accomplished using a hydraulically propelled polyurethane pig, conforming to the requirements of Part 2 above, to remove all construction debris from the force main.

DIVISION 5 – WATER MAINS AND APPURTENANCES

**NOT USED. SEE MARSHALLTOWN WATER WORKS RULES
AND REGULATIONS**

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DIVISION 6 - STRUCTURES FOR SANITARY AND STORM SEWER

SECTION 6010 - STRUCTURES FOR SANITARY AND STORM SEWERS

PART 1 - GENERAL

1.03 through 1.06: (DELETE) ~~Comply with Division 1 - General Provisions and Covenants~~ (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”

1.08 MEASUREMENT AND PAYMENT

D. Casting Extension Rings:

1. Measurement: (DELETE) ~~Each casting extension ring will be counted~~ (ADD) None.
2. Payment: (DELETE) ~~Payment will be at the unit price for each casting extension ring~~ (ADD) Incidental to manhole.

1.09 (ADD) ACCEPTANCE CHECKLIST & WARRANTY BOND

Prior to final acceptance of the work, the contractor shall file with the City Clerk of the City of Marshalltown a maintenance bond guaranteeing suitable repairs of any defects or failures due to deficiencies in materials or inadequacies in workmanship for a period of 4 years for all improvements following completion of construction. The bond shall be for a sum equal to the total amount of the project. The contractor shall also file with the City Engineer all other required acceptance checklist items including testing/inspection forms, lateral construction forms, as-built drawings, construction costs and engineering certificate of completion forms. The acceptance checklist and warranty bond form are provided at end of section.

PART 2 - PRODUCTS

2.02 PRECAST

B. (ADD) Pre-cast manholes or parts of pre-cast manholes are preferred in lieu of building on the site.

2.03 CAST-IN-PLACE

- C. (ADD) Manholes will be constructed with no lift holes in the manhole sections.
- D. (ADD) Manholes shall be provided with gasketed joints conforming to ASTM C-443 for rubber “O” ring joints or be sealed with a double layer of a cold-applied mastic joint sealing compound recommended by the manufacturer for the intended use and approved by the Engineer. Comply with ASTM C 990.

2.09 MANHOLE OR INTAKE ADJUSTMENT RINGS (Grade Rings)

- A. Use one of the following materials for grade adjustments of manhole or intake frame and cover assemblies:
1. Reinforced Concrete Adjustment Rings: Comply with ASTM C 478. Provide rings free from cracks, voids, and other defects. (ADD) Concrete adjustment rings will be sealed with a butyl mastic seal between each ring installed and between rings and casting.
 2. High Density Polyethylene Adjustment Rings: Comply with ASTM D 1248 for recycled plastic.
 - d. Install adjustment rings on clean, flat surfaces according to the manufacturer's recommendations with the proper butyl rubber sealant/adhesive (ADD) between each ring and manhole structure/casting.
 3. Expanded Polypropylene Adjustment Rings: Comply with ASTM D 4819 for expanded polypropylene when tested according to ASTM D 2375.
 - d. (ADD) EPP adjustment rings shall be sealed with a moisture curing, polyether adhesive/sealant approved by the manufacturer between each ring and manhole structure/casting.

2.10 CASTINGS (Ring, Cover, Grate, and Extensions)

D. Casting Types:

4. (ADD) Manhole castings shall be provided with a minimum 24-inches clear opening.
5. (ADD) Standard sanitary manhole castings shall meet the requirements of MP-7.1, Type A. Manhole covers shall be provided with a rubber gasket to provide a self-sealing water tight lid when installed. Lids will be furnished with concealed pick holes. Floating castings shall be Type B and may be used with paving projects. Pre-Approved Type A castings are Neenah Foundry Company R-1642, R-1796-E, and R-1900-C; Deeter Foundry Inc. 1247; and East Jordan Iron Works 1040. Pre-Approved Type B castings are Neenah Foundry Company R-1673-B; Deeter Foundry Inc. 1185; and East Jordan Iron Works 1795 and Selflevel 1205 and 3025.
6. (ADD) Castings for manholes in waterways and flood plain locations shall meet the requirements of MP-7.1, Type C. Pre-Approved Type C castings are Neenah Foundry Company R-1916-F, Deeter Foundry Inc. 1247-B, and East Jordan Iron Works 1040 bolted.

2.11 ADDITIONAL MATERIALS FOR SANITARY SEWER MANHOLES

A. Infiltration Barrier:

5. (ADD) Manhole castings with EPP and HDPE adjustment rings properly assembled and sealed will not be required to have a separate casting seal. Manhole castings with concrete adjustment rings will require a separate casting seal.

2.13 STEPS

- A. ~~(DELETE) Provide steps in all circular, precast manholes unless otherwise specified in the contract documents~~ (ADD) Manhole steps will not be installed unless specifically called for on the detailed drawings. When called out on the plans, steps shall conform to the requirements shown thereon and as supplemented herein.

PART 3 - EXECUTION

3.01 GENERAL REQUIREMENTS FOR INSTALLATION OF MANHOLES AND INTAKES

F. Joint Sealant:

1. Sanitary Sewer Manholes:

- a. Install rubber O-ring or profile gasket (precast structures) (ADD) or a double layer of a cold-applied mastic joint sealing compound.

3.08 (ADD) MARSHALLTOWN STANDARD DETAILS

A. Added the following details:

1. MP-5 Typical Sanitary Sewer Manhole Detail
2. MP-6 Typical Sanitary Sewer Drop Manhole Detail
3. MP-7.2 Typical Sanitary Sewer Manhole Casting Seal Detail

3.09 (ADD) DELETED SUDAS FIGURES

A. 6010.306 Chimney Seals for Sanitary Sewer Manholes

B. 6010.307 Drop Connection for Sanitary Sewer Manholes

C. 6010.513 Open-sided Area Intake (Note: May be used with preapproval of Engineer if capacity cannot be matched by another inlet)

MARSHALLTOWN SPECIAL PROVISIONS
FINAL ACCEPTANCE CHECKLIST

- A. Manhole Vacuum testing – for Sanitary Sewers
- B. Warranty Bond – Storm Sewers (See Specifications Part I)
- C. TV Inspection – For Storm Sewer Pipe.
- D. As-Built Drawings – For Storm Sewers
- E. Engineering Certificate of Completion in accordance with the Plans and Specifications – Storm Sewers
- F. Contractors Cost of Construction Report - This is to meet the financial reporting requirements of the city (GASB 34)

LOW PRESSURE/VACUUM TESTING OF SANITARY MANHOLES

PROJECT NAME: _____

LOCATION: _____

CONTRACTOR: _____

LIST MANHOLE TESTED: DATE _____

Manhole No.: _____ Station: _____

Barrel Size: _____ or Dia.: _____

Depth: _____ (Rim to F/L)

Poured in Place _____ or Precast _____

No. of adjusting rings: _____

Manufacturer of Test Device: _____

Manufacturer's test procedure recommendations

TEST INFORMATION:

Low Pressure Method:

Initial Pressure: _____ psi

Starting Test Pressure: _____ psi

Ending Test Pressure: _____ psi

Test Duration: _____ Sec(s)

CONCLUSION: Complies: Yes _____ No _____

Vacuum Method

Initial Vacuum: _____ Hg

Starting Test Vacuum: _____ Hg

Ending Test Vacuum: _____ Hg

Test Duration: _____ Sec(s)

CONCLUSION: Complies: Yes _____ No _____

LIST MANHOLE TESTED: DATE _____

Manhole No.: _____ Station: _____

Barrel Size: _____ or Dia.: _____

Depth: _____ (Rim to F/L)

Poured in Place _____ or Precast _____

No. of adjusting rings: _____

Manufacturer of Test Device: _____

Manufacturer's test procedure recommendations

TEST INFORMATION:

Low Pressure Method:

Initial Pressure: _____ psi

Starting Test Pressure: _____ psi

Ending Test Pressure: _____ psi

Test Duration: _____ Sec(s)

CONCLUSION: Complies: Yes _____ No _____

Vacuum Method

Initial Vacuum: _____ Hg

Starting Test Vacuum: _____ Hg

Ending Test Vacuum: _____ Hg

Test Duration: _____ Sec(s)

CONCLUSION: Complies: Yes _____ No _____

LIST MANHOLE TESTED: DATE _____

Manhole No.: _____ Station: _____

Barrel Size: _____ or Dia.: _____

Depth: _____ (Rim to F/L)

Poured in Place _____ or Precast _____

No. of adjusting rings: _____

Manufacturer of Test Device: _____

Manufacturer's test procedure recommendations

TEST INFORMATION:

Low Pressure Method:

Initial Pressure: _____ psi

Starting Test Pressure: _____ psi

Ending Test Pressure: _____ psi

Test Duration: _____ Sec(s)

CONCLUSION: Complies: Yes _____ No _____

Vacuum Method

Initial Vacuum: _____ Hg

Starting Test Vacuum: _____ Hg

Ending Test Vacuum: _____ Hg

Test Duration: _____ Sec(s)

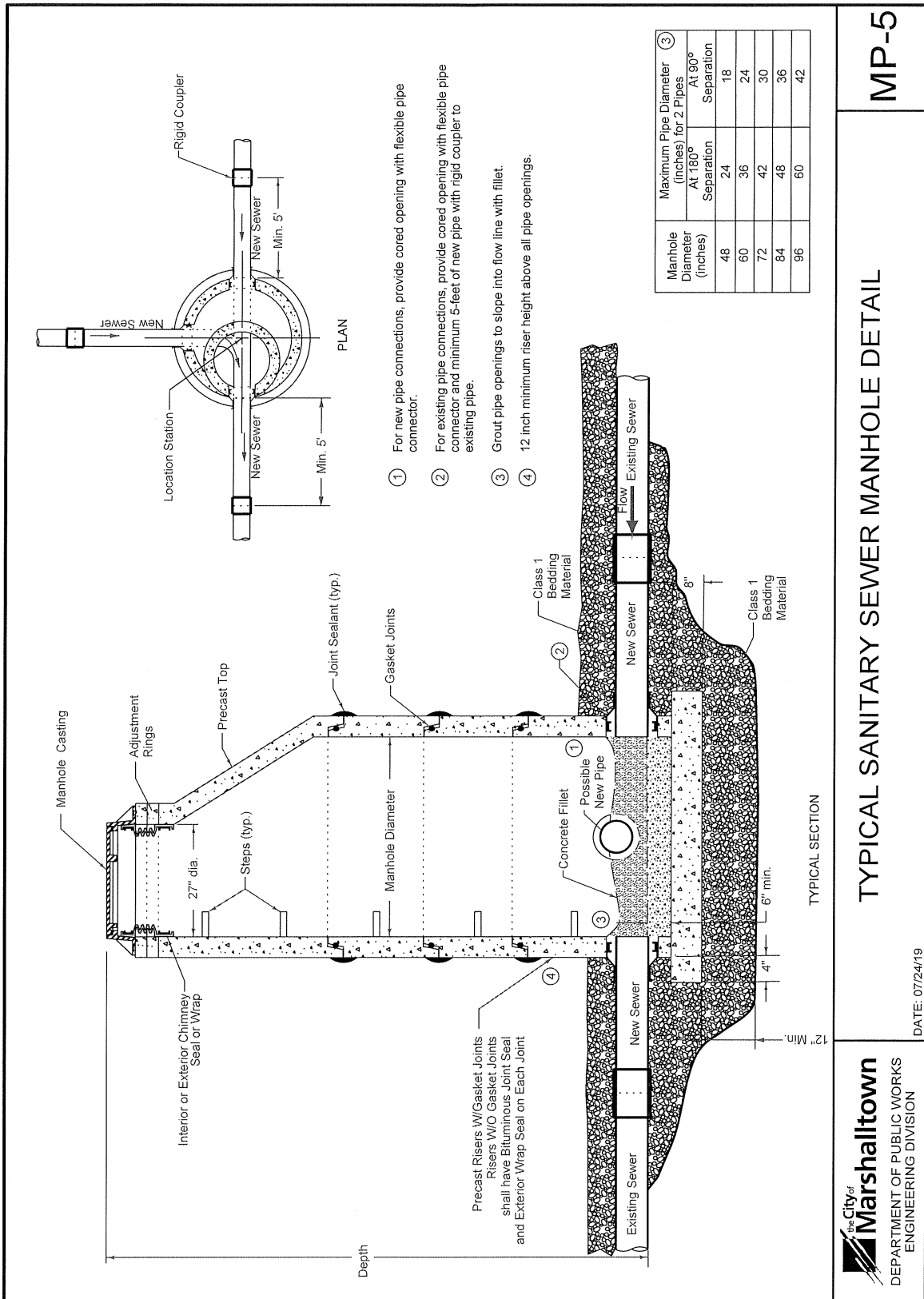
CONCLUSION: Complies: Yes _____ No _____

Testing procedures observed and
Information recorded by:

Results reviewed and affirmed by:

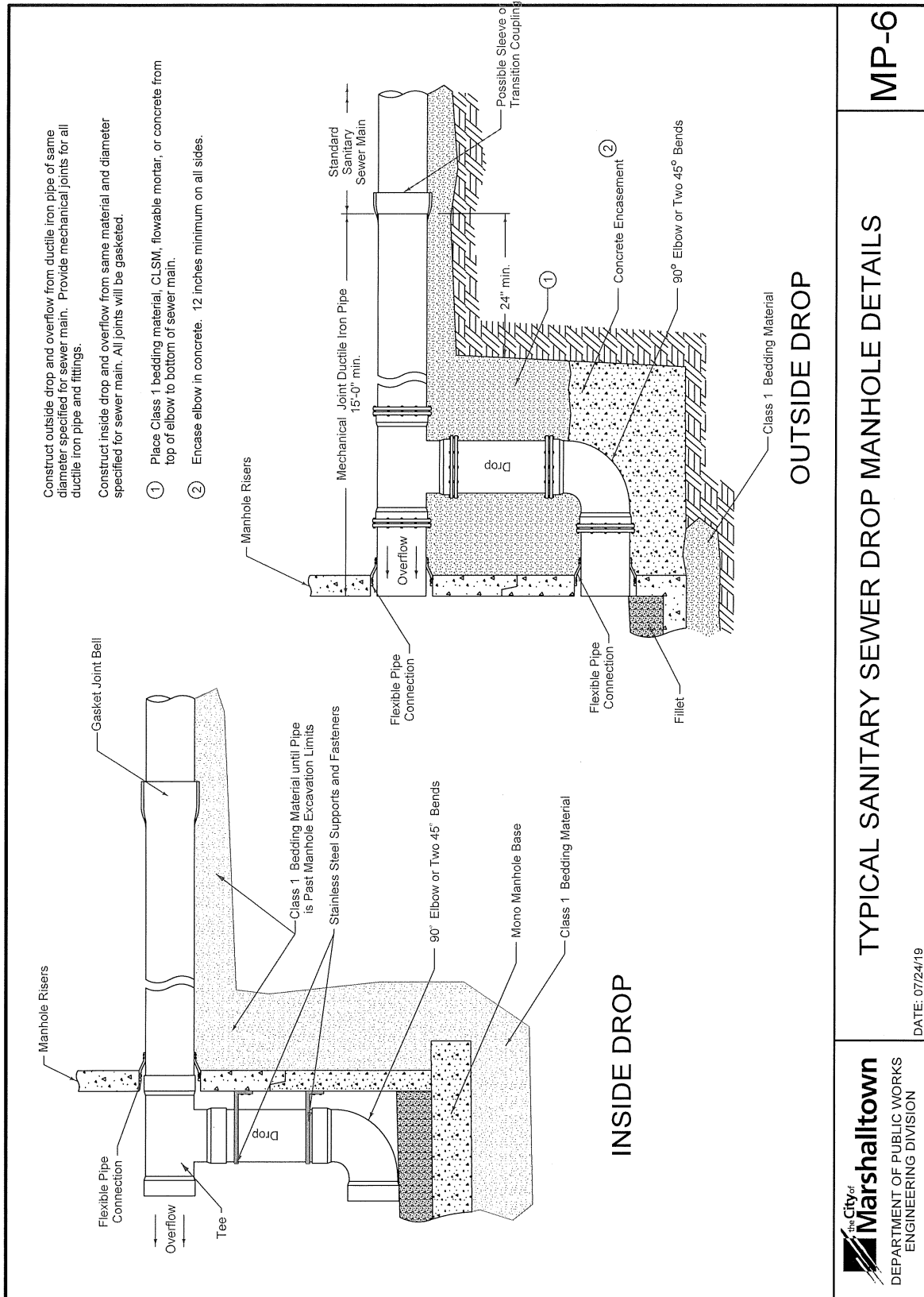
Project Representative

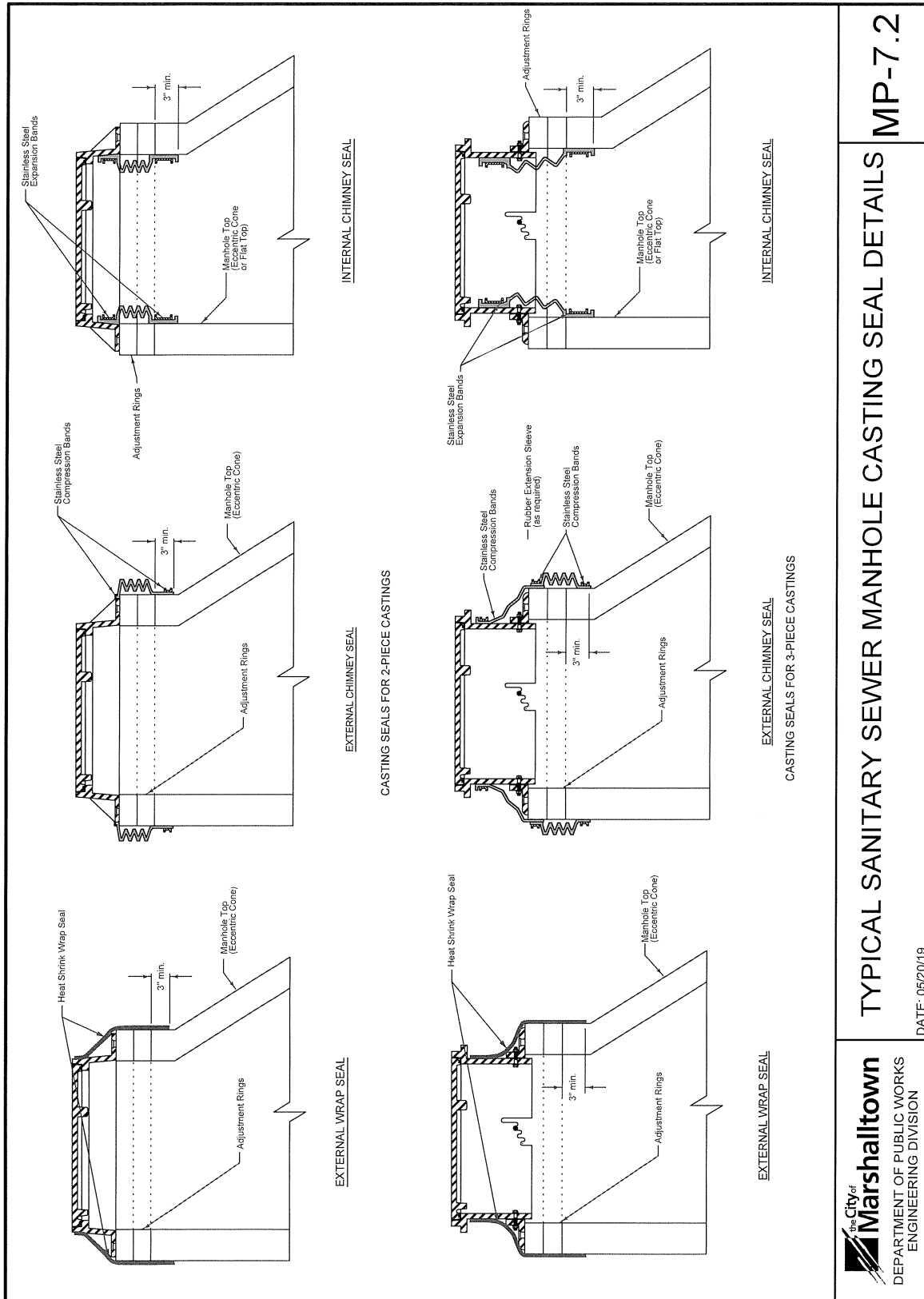
Project Engineer
City of Marshalltown, Iowa

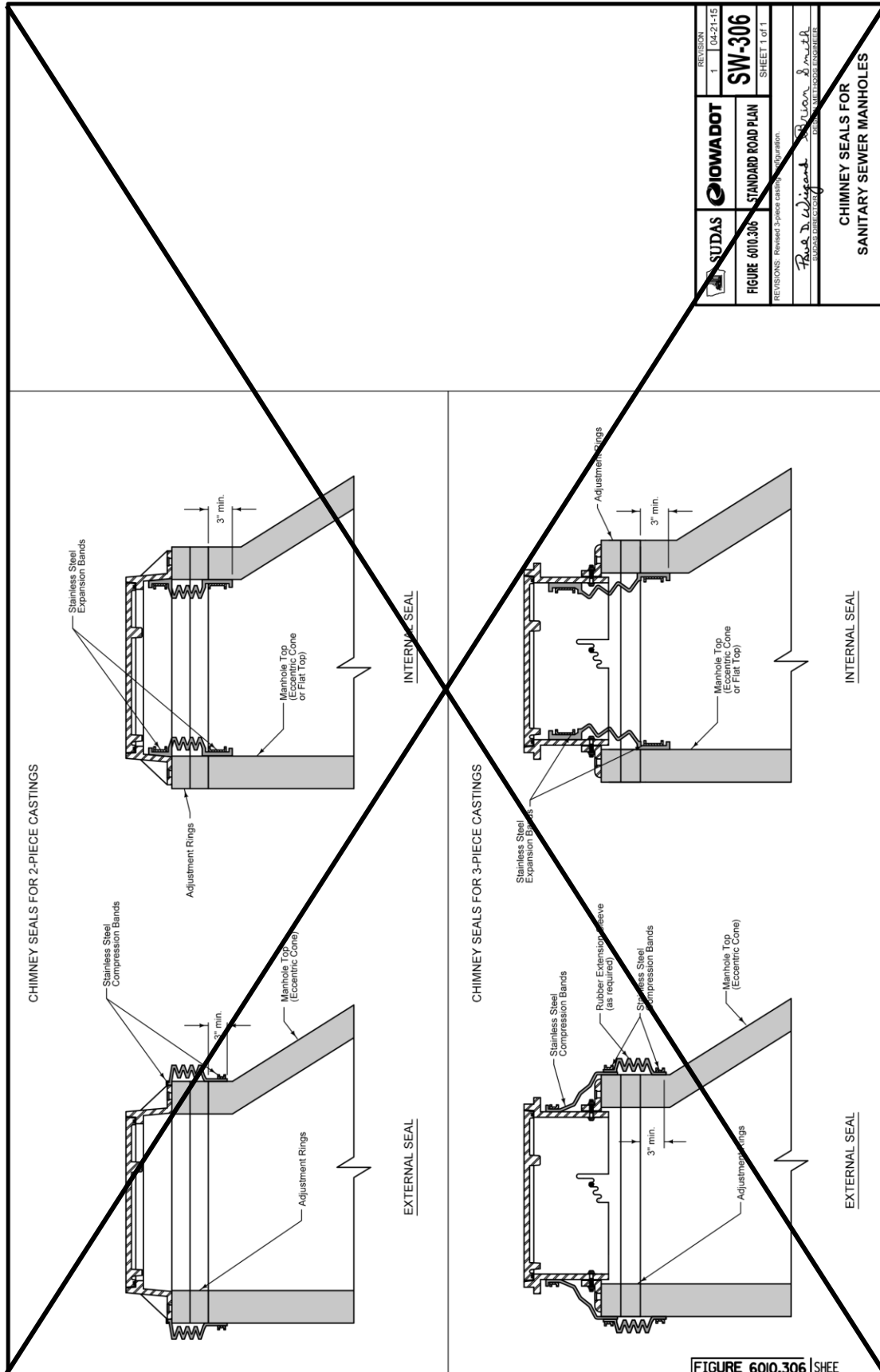


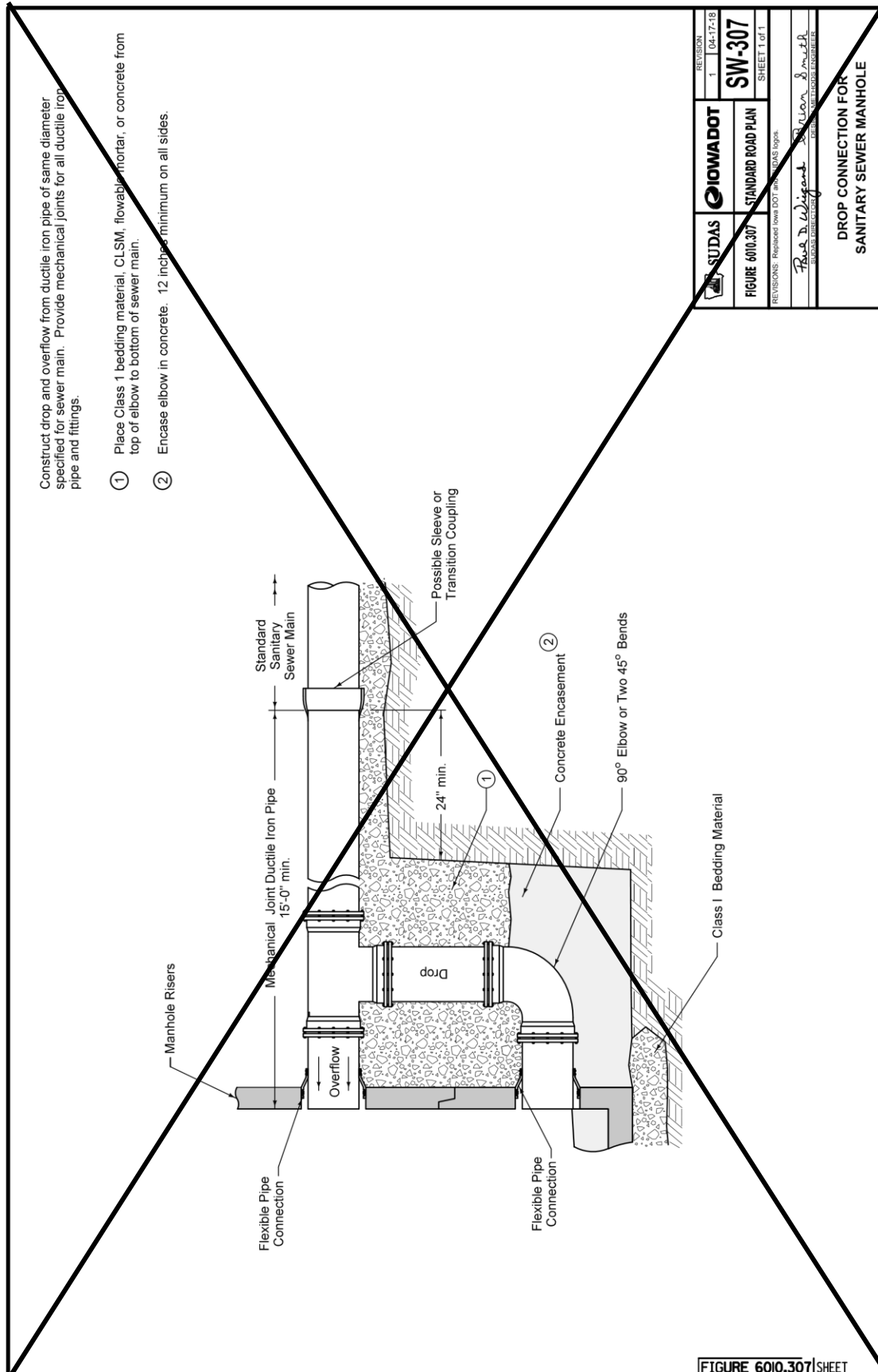
TYPICAL SANITARY SEWER MANHOLE DETAIL

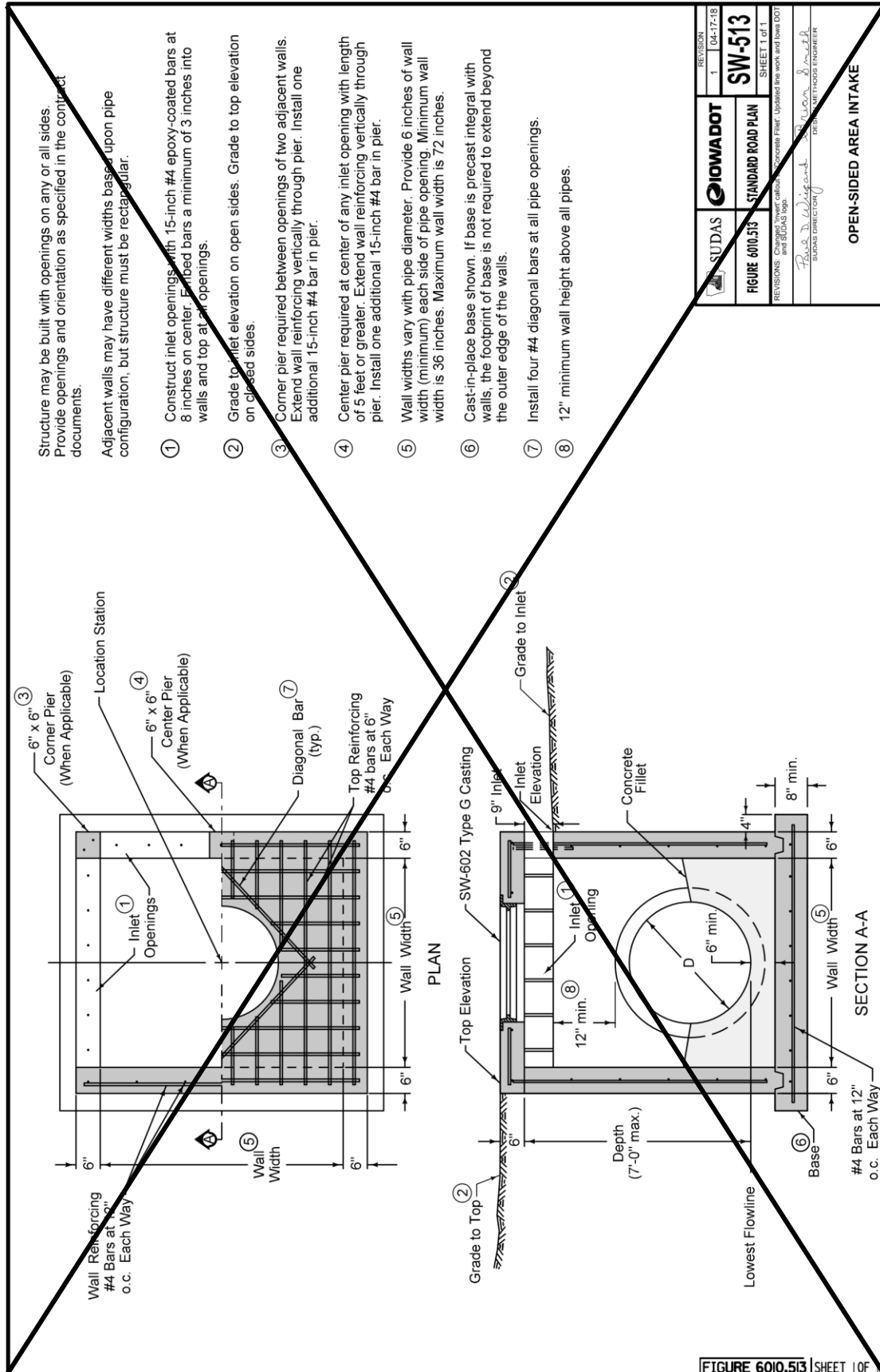
MP-5











SECTION 6020 - REHABILITATION OF EXISTING MANHOLES

PART 1 - GENERAL

1.03 through 1.06: (DELETE): ~~Comply with Division 1 – General Provisions and Covenants~~ (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”

SECTION 6030 - CLEANING, INSPECTION, AND TESTING OF STRUCTURES

PART 1 - GENERAL

1.03 through 1.06: (DELETE): ~~Comply with Division 1 – General Provisions and Covenants~~ (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”

DIVISION 7 - STREETS AND RELATED WORK

SECTION 7010 -PORTLAND CEMENT CONCRETE PAVEMENT

PART 1 - GENERAL

1.03 through 1.06: ~~(DELETE): Comply with Division 1—General Provisions and Covenants~~ (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”

PART 3 - EXECUTION

3.02 PAVEMENT CONSTRUCTION

C. Surface Fixture Adjustment:

1. Adjust manhole frames and other fixtures within area to be paved to conform to finished surface. Comply with Section 6010 (DELETE), ~~3.04~~ (ADD) and 6020 for manhole adjustments (DELETE) ~~and Section 5020, 3.04 for water fixture adjustments.~~

I. Finishing:

5. Surface Treatment:

- b. ~~(DELETE) Surface Tining:~~ When surface tining is specified, use a longitudinal tining. Under special circumstances, when specified in the contract documents, transverse tining may be required.

~~1) Longitudinal:~~

- a) ~~Complete longitudinal surface tining using a machine with a wire broom or comb. For small or irregular areas, or during equipment breakdown, hand methods may be used. Use a broom or comb with a single row of tines 1/8 inch (+/- 1/64 inch) in width and uniformly spaced at 3/4 inch intervals. The depth of the grooves must be a minimum of 1/8 inch to a maximum of 3/16 inch in the plastic concrete.~~
- b) ~~Use equipment with horizontal and vertical string line controls to ensure straight grooves.~~
- c) ~~Conduct this operation at such time and in such manner that the desired surface texture will be achieved while minimizing displacement of the larger aggregate particles and before the surface permanently sets.~~
- d) ~~At longitudinal joints, leave a 2 to 3 inch wide strip of pavement surface (centered along the joint) that is not grooved for the length of the joint.~~

~~2) Transverse:~~

- ~~a) If transverse surface tining is required or allowed, use a machine with a wire broom or comb. For small or irregular areas, or during equipment breakdown, hand methods may be used. Use a broom or comb with a single row of tines 1/8 inch (+/- 1/64 inch) in width and randomly spaced from 3/8 inch to 1 5/8 inch with no more than 50% of the spacing exceeding 1 inch. The depth of the grooves must be a minimum of 1/8 inch to a maximum of approximately 3/16 inch in the plastic concrete.~~
- ~~b) Conduct this operation at such time and in such manner that the desired surface texture will be achieved while minimizing displacement of the larger aggregate particles and before the surface permanently sets.~~
- ~~c) Where abutting pavement is to be placed, the tining should extend as close to the edge as possible without damaging the edge.~~
- ~~d) If abutting pavement is not to be placed, do not tine the 6 inch area nearest the edge or 1 foot from the face of the curb.~~

3.03 CURB AND GUTTER CONSTRUCTION (DELETE) (See Figure 7010.102 (ADD) MD-2 Curb and Gutter Details.)

- B. Use a paving machine for curb and gutter. For curb and gutter sections less than 250 feet, hand finish methods may be used (ADD) if approved by the City Engineer.

3.04 PAVEMENT PROTECTION

- A. Weather Conditions: Do not place concrete when stormy or inclement weather or temperature prevents good workmanship. Temperature restrictions and protection requirements may be modified by the Engineer under unusual conditions.

1. Cold Weather:

- 2) Stop mixing and placing when the air temperature is 38°F or less and falling or if the temperature stops rising and does not reach 38°F.
 - a) (ADD) When air temperature falls below 38°F, paving may continue if Contractor follows the requirements set forth in ACI 306 for cold weather concrete.
 - b) (ADD) ACI 306 will require specific temperatures of the concrete mixture for placement and curing. If these minimum temperatures cannot be maintained, concrete placement will not be allowed to continue.
 - c) (ADD) For reference, the temperature requirements are provided in the following table from ACI 306R-10:

(ADD) Table 5.1—Recommended Concrete Temperatures

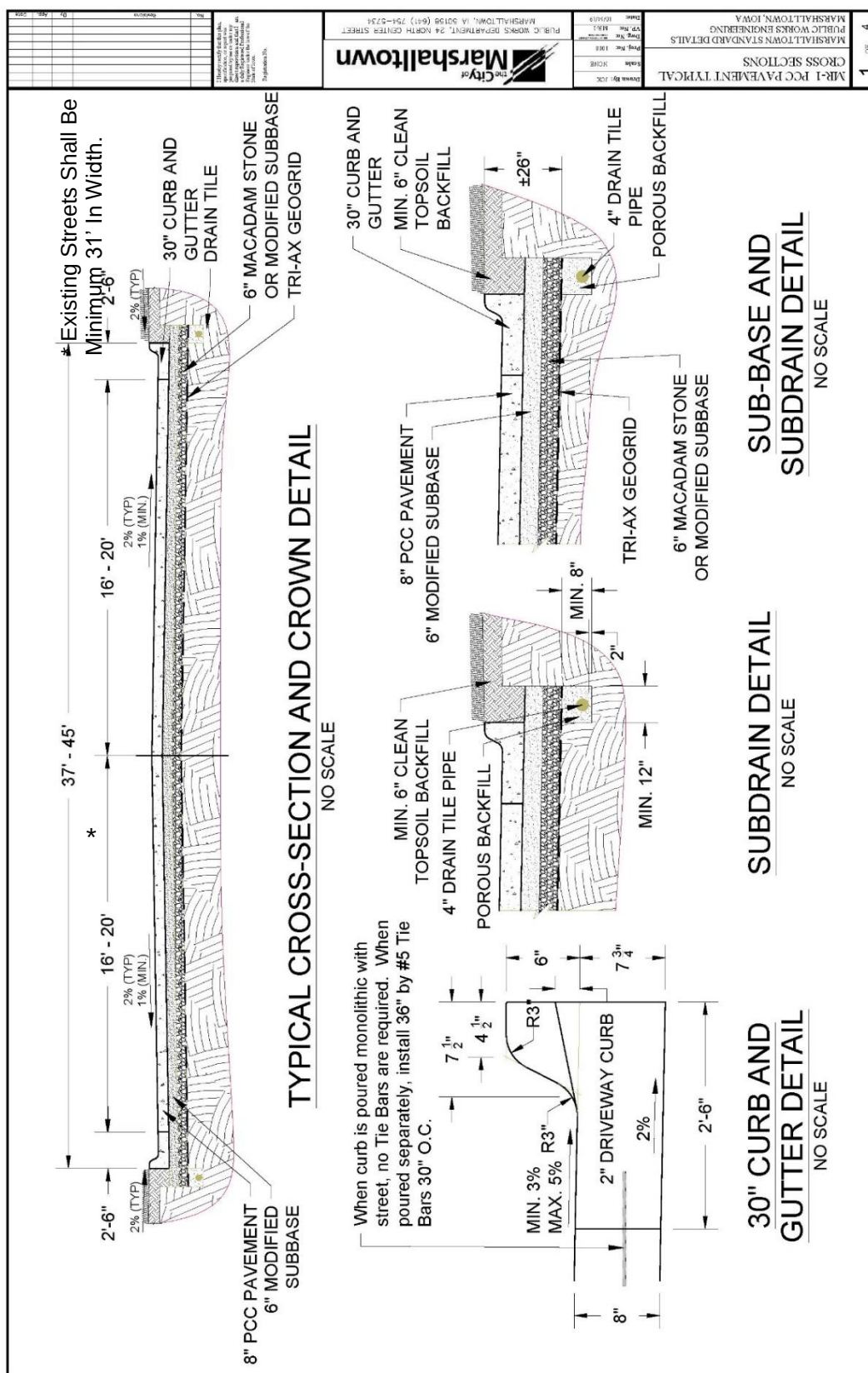
		Section size, minimum dimension			
		< 12 in. (300 mm)	12 to 36 in. (300 to 900 mm)	36 to 72 in. (900 to 1800 mm)	> 72 in. (1800 mm)
Line	Air Temperature	Minimum concrete temperature as placed and maintained			
1		55°F (13°C)	50°F (10°C)	45°F (7°C)	40°F (5°C)
		Minimum concrete temperature as mixed for indicated air temperature *			
2	Above 30°F (-1°C)	60°F (16°C)	55°F (13°C)	50°F (10°C)	45°F (7°C)
3	0 to 30°F (-18 to -1°C)	65°F (18°C)	60°F (16°C)	55°F (13°C)	50°F (10°C)
4	Below 0°F (-18°C)	70°F (21°C)	65°F (18°C)	60°F (16°C)	55°F (13°C)
5		Maximum allowable gradual temperature drop in first 24 hours after end of protection			
		50°F (28°C)	40° (22°C)	30°F (17°C)	20°F (11°C)

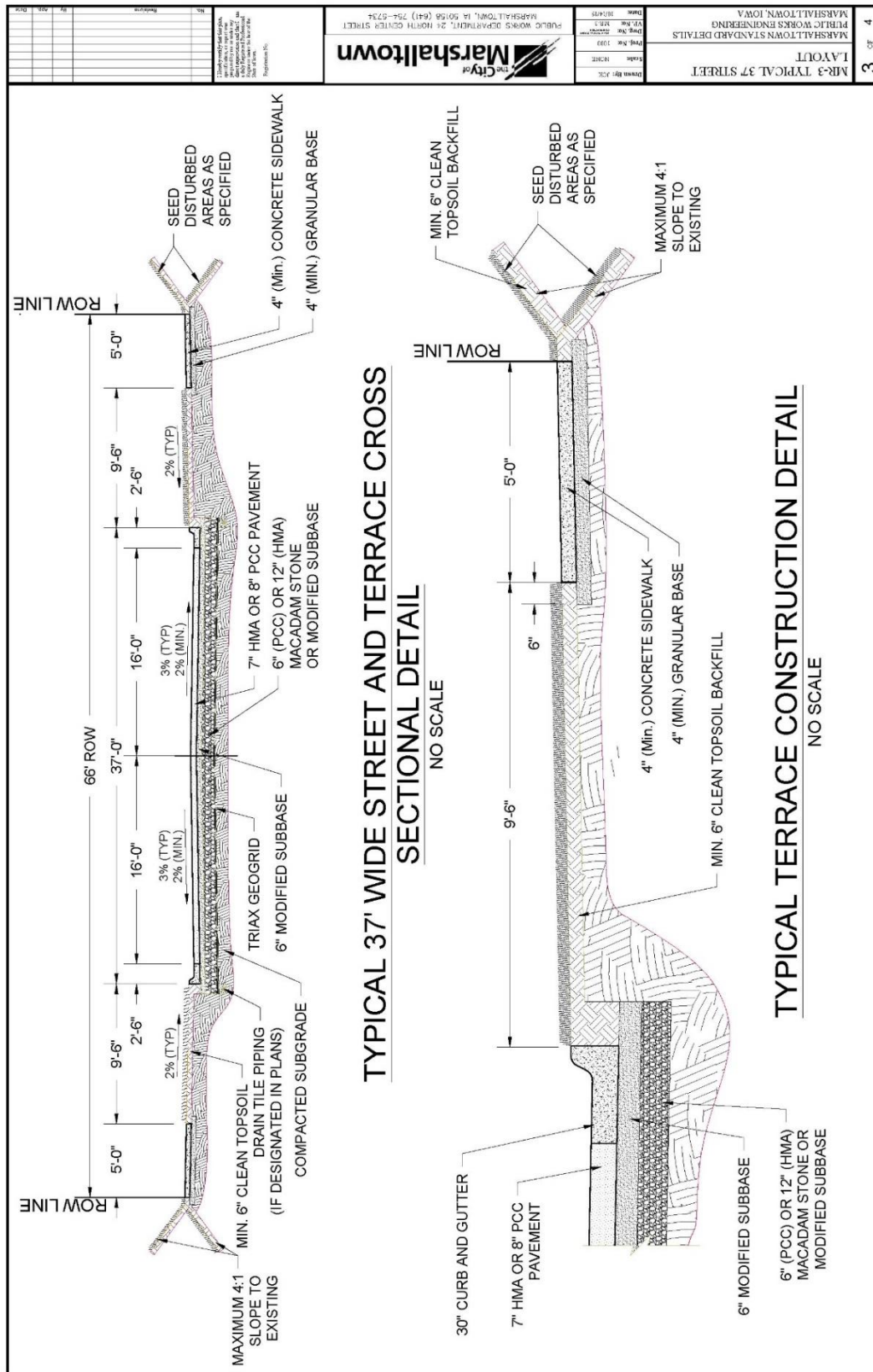
* For colder weather, a greater margin in temperature is provided between concrete as mixed and required minimum temperature of fresh concrete in place.

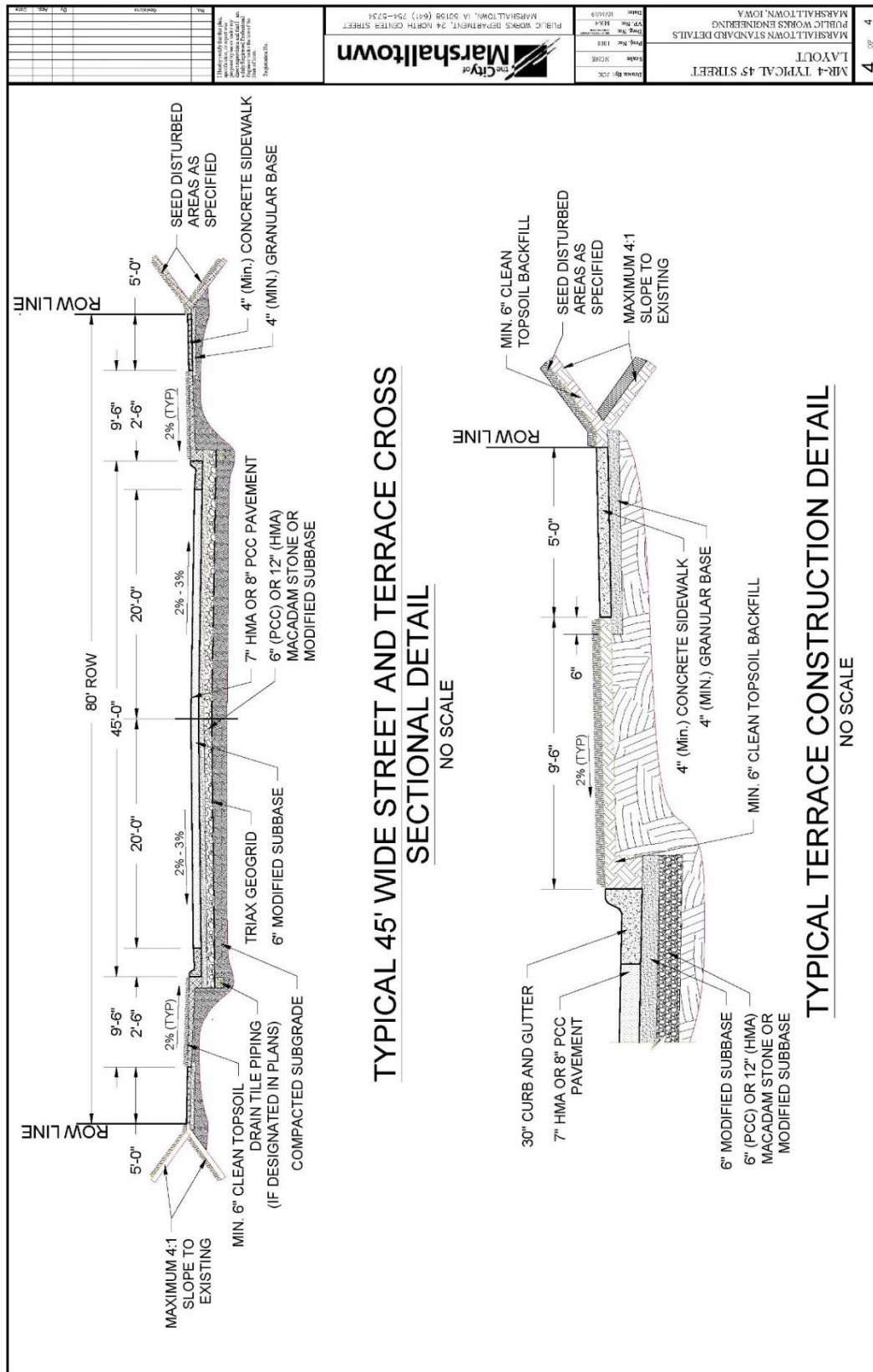
3.08 (ADD) MARSHALLTOWN STANDARD DETAILS

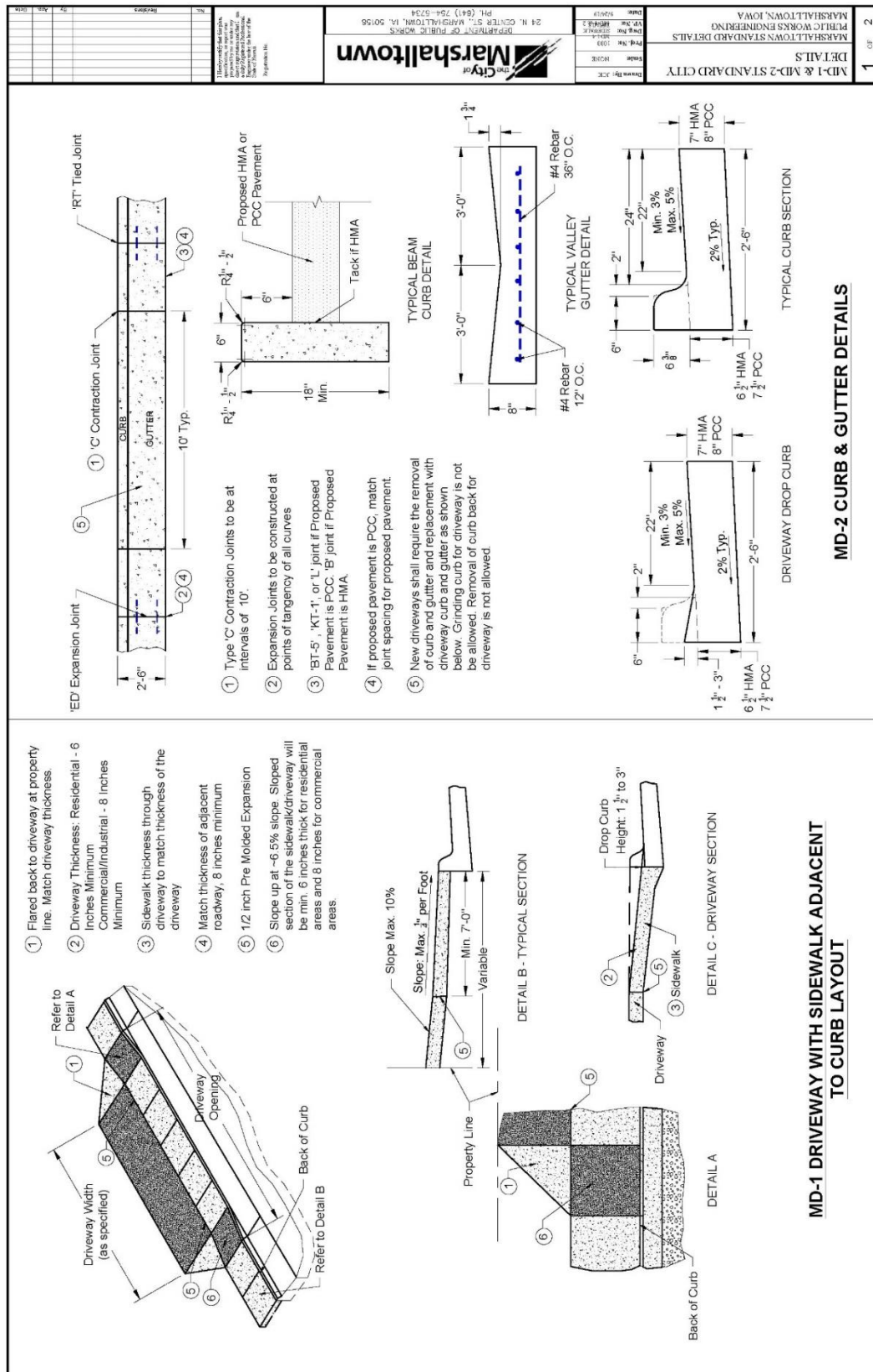
A. Added the following details:

1. MR-1 PCC Pavement Typical Cross Sections
2. MR-3 Typical 37' Street Layout
3. MR-4 Typical 45' Street Layout
4. MD-2 Typical Curb and Gutter Details
5. MR-5 Typical Street Utility Section Detail
6. MR-6 Typical Street Intersection Detail



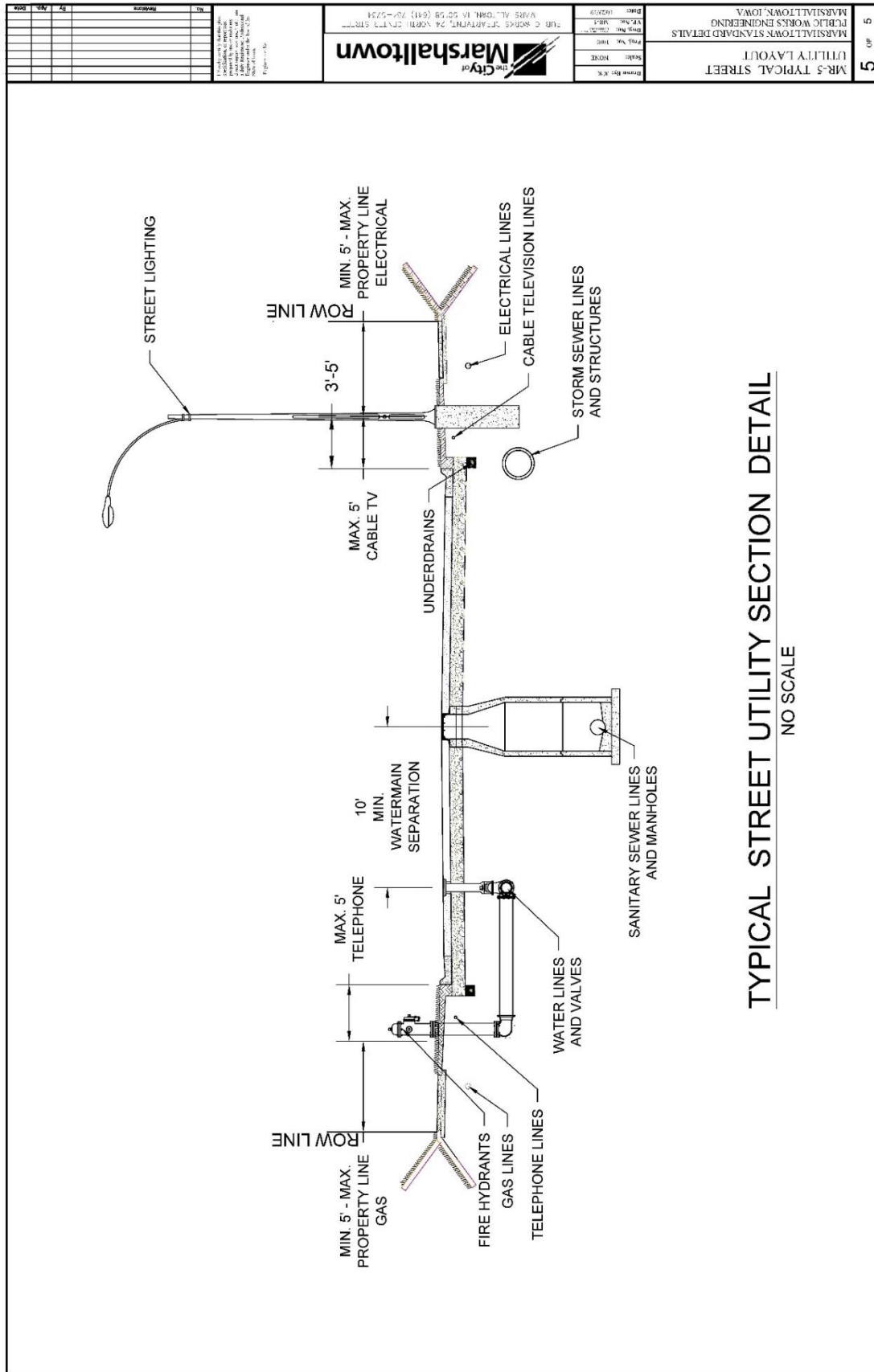


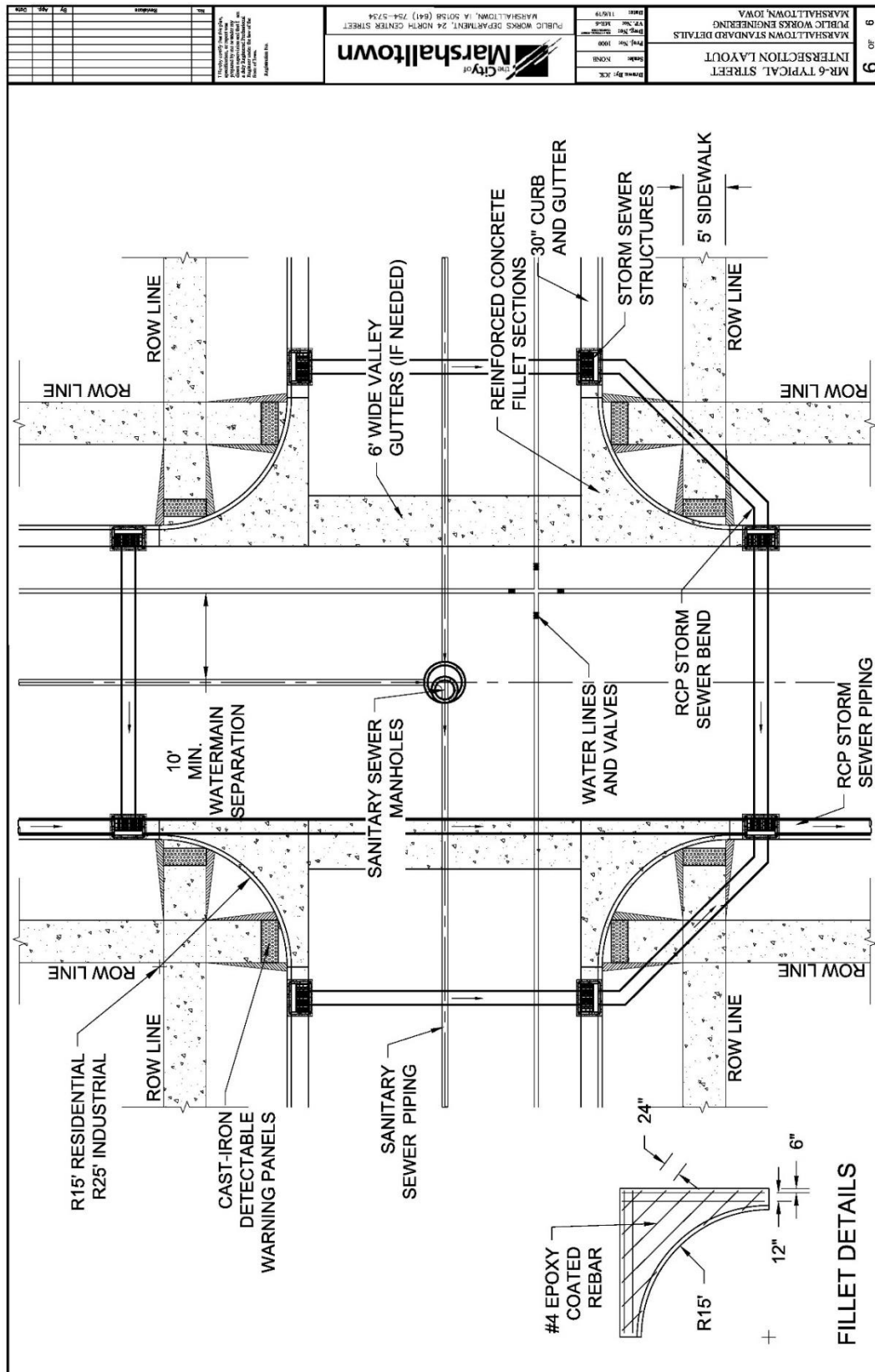




MD-2 CURB & GUTTER DETAILS

MD-1 DRIVEWAY WITH SIDEWALK ADJACENT TO CURB LAYOUT





SECTION 7011 - PORTLAND CEMENT CONCRETE OVERLAYS

PART 1 - GENERAL

1.03 through 1.06: (DELETE): ~~Comply with Division 1 – General Provisions and Covenants~~ (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”

SECTION 7020 - HOT MIX ASPHALT PAVEMENT

PART 1 - GENERAL

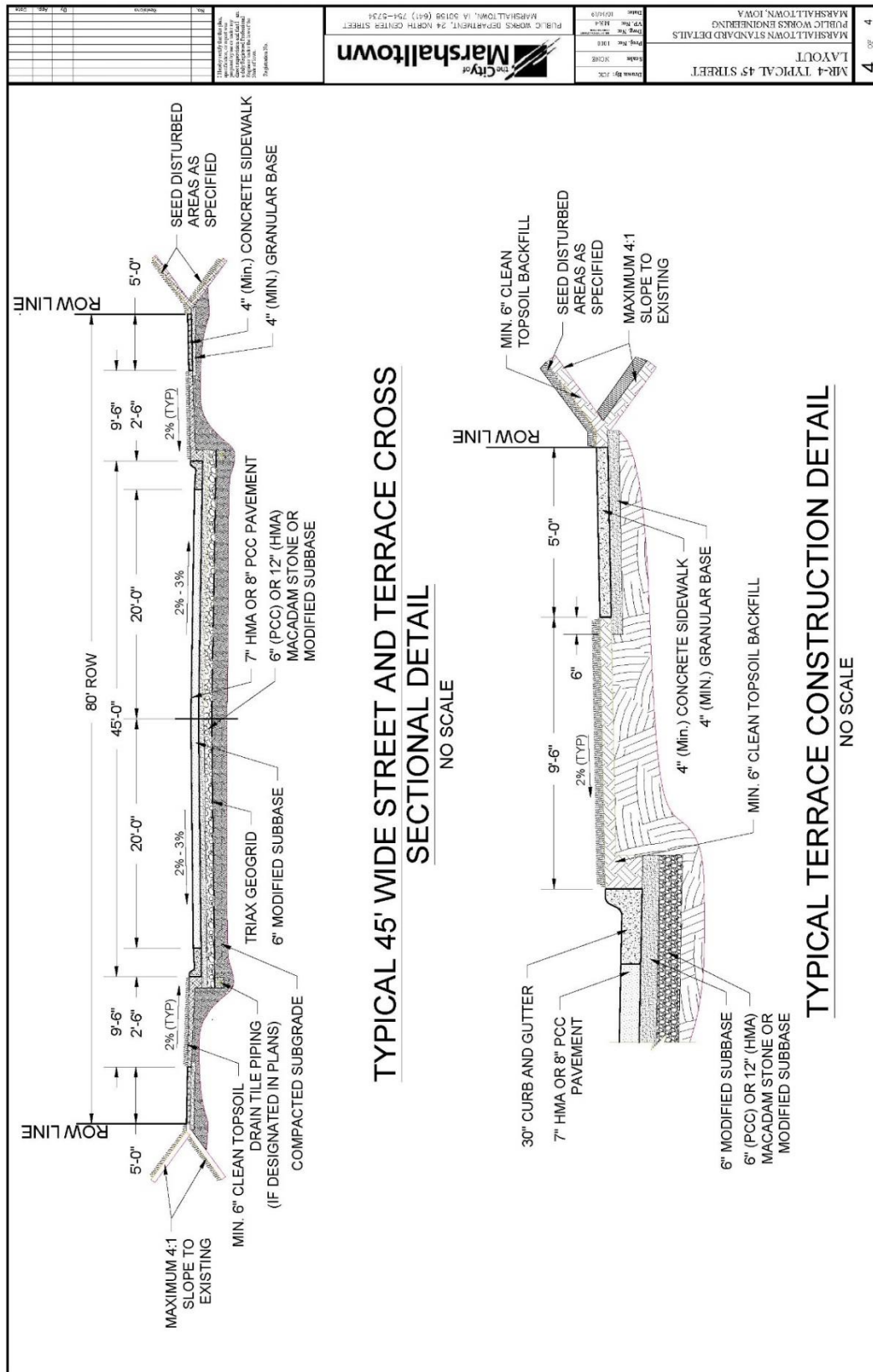
1.03 through 1.06: (DELETE): ~~Comply with Division 1 – General Provisions and Covenants~~ (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”

PART 3 - EXECUTION

3.09 (ADD) MARSHALLTOWN STANDARD DETAILS

A. Added the following details:

1. MR-2 HMA Pavement Typical Cross Sections
2. MR-3 Typical 37' Street Layout
3. MR-4 Typical 45' Street Layout
4. MR-6 Typical Street Intersection Detail



SECTION 7021 - HOT MIX ASPHALT OVERLAYS

PART 1 - GENERAL

1.03 through 1.06: (DELETE): ~~Comply with Division 1 – General Provisions and Covenants (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”~~

SECTION 7030 - SIDEWALKS, SHARED USE PATHS, AND DRIVEWAYS

PART 1 - GENERAL

1.03 through 1.06: (DELETE): ~~Comply with Division 1 – General Provisions and Covenants (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”~~

PART 2 -PRODUCTS

2.01 PORTLAND CEMENT CONCRETE

- A. Class (DELETE) B or C concrete with materials complying with Section 7010. Use coarse aggregate of Class 2 durability or better.

Table 7030.01: PCC Mixes

Type of Concrete	Machine Finish	Hand Finish
	Class (DELETE) B or C	Class(DELETE) B or C
Slump Minimum	1/2 in.	1/2 in.
Slump Maximum	2 1/2 in.	4 in.
Percent Air Content		
• Target	7%	7%
• Minimum	6%	6%
• Maximum	8 1/2%	8 1/2%

2.07 DETECTABLE WARNINGS

- A. (DELETE) ~~Use manufactured detectable warning panels with a non-slip surface and raised truncated domes. Comply with the Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way (also known as PROWAG) for contrast and dimension requirements. Also comply with Iowa DOT Materials I.M. 411.~~
- A. (ADD) Detectable warning surfaces are a requirement of the Americans with Disabilities Act (ADA) and required when construction and altering curb ramps and street pavement. The Truncated domes are the only detectable warnings allowed by ADA.

- B. (ADD) Detectable warnings shall consist of cast-iron or steel panels with a minimum width of 24-inches and lengths of 24-inches and/or 30-inches. The panels shall be slip resistant and extend the full width of the curb ramp.
- C. (ADD) Panels shall be provided with anchors for casting into concrete surfacing.
- D. (ADD) Per ADA guidelines, the truncated domes shall be aligned in a square pattern and have a maximum 1.4-inch base diameter and a height of 0.2-inch. They shall be spaced 2.4-inches apart from one another and have a base-to-base spacing of at least 0.65-inch.
- E. (ADD) The visual contrast between adjoining surfaces shall be satisfied with a natural patina.

2.10 (ADD) CONCRETE CURING COMPOUND

A. General:

- 1. Comply with ASTM C 309. White pigmented compounds are typically used for most construction. However, clear compounds may be used adjacent to businesses and homes to reduce tracking problems.

B. Sprayability:

- 1. Use compounds of a consistency that they can be readily applied by spraying to a uniform coating at a material temperature above 40°F.
- 2. Moisture Retention:
- 3. White pigmented liquid curing compounds, when tested in accordance with ASTM C156 using an application rate of 200 square feet per gallon shall restrict the loss of water to not more than 0.20 kg/m² in 24 hours or 0.40 kg/m² in 72 hours.

C. Drying Time:

- 1. Use liquid curing compounds that:
 - a. Dry to the touch in no more than 4 hours, and
 - b. Do not track off the concrete when walked upon after 12 hours.

D. White Pigmented Compounds.

- 1. Use compounds consisting of finely ground white pigment and vehicle, ready mixed for use without alteration.
- 2. Ensure the pigment does not settle excessively or cake in the container, and thicken in storage to cause a change in consistency which may result in a non-uniform spray.
- 3. Use a compound that after being sprayed on a test slab and drying has an apparent daylight reflectance no less than 60% relative to magnesium oxide.
- 4. Agitate the compound just prior to it being removed from the container. Agitate it continuously during application.

E. Clear Compounds:

1. Apply the following in lieu of other requirements of this section:
2. Use clear liquid membrane curing compounds complying with the requirements of ASTM C309, Type 1-D, Class A. Use only one type of compound on a structure. Do not use different compounds on the same structure.
3. Agitate the compound just prior to it being removed from the container. Agitate it continuously during application.

2.11 (ADD) GRANULAR SUBBASE MATERIAL

A. Aggregate of the following types:

1. Crushed stone.
2. Gravels of which 30% or more of the particles retained on the 3/8-inch sieve have at least one fractured face as specified in Iowa DOT Materials I.M. 305.
3. Crushed PCC pavement meeting the requirements specified in Iowa DOT Materials I.M. 210, or
4. Uniformly blended combinations of these materials.

B. Gradation:

1. Crushed material: Meet the requirements for Gradation No. 12a of the Aggregate Gradation Table, specified in Iowa DOT Article 4109.02.
2. Gravel: Meet the requirements for Gradation No. 12b of the Aggregate Gradation Table, specified in Iowa DOT Article 4109.02.

C. Quality:

1. The requirements of the following table apply to the individual virgin aggregates before combining:

(ADD) Coarse Aggregate Quality (Virgin Material)

Coarse Aggregate Quality	Maximum Percent Allowed	Test Method
Abrasion	50	AASHTO T 96
Alumina ^(a)	1.5	Office of Materials Test Method No. Iowa 222
A Freeze	25	Office of Materials Test Method No. Iowa 211, Method A
(a) If the Alumina value fails, determine the A Freeze value for specification compliance. Office of Materials Test Method No. Iowa 222 does not apply to gravel.		

PART 3 - EXECUTION

3.04 PCC SIDEWALKS, SHARED USE PATHS, AND DRIVEWAYS

- A. Form Setting: Comply with Section 7010 with the following additional requirements and exceptions.
2. Wood forms are allowed. (ADD) Wood forms shall be full height of concrete depth, i.e., wood forms for 4-inches depth sidewalk shall not be a standard industry 1x4 or 2x4.
 5. Measure or stake as required to construct project elements. If either of the following is met and construction survey is not a bid item, the Contracting Authority will verify that form work complies with the design requirements:
 - c. (ADD) The design cross slope of the sidewalk, turning space, or shared use path shall not exceed 2.0% or be less than 1.0%.
 - d. (ADD) The design cross slope of any driveway crossing a sidewalk or shared use path shall not exceed 2.0% or be less than 1.0%.
 - e. (ADD) The design cross slope of driveways located between the street and the sidewalk shall not be more than 10% nor less than 1.0%.
- B. Concrete Pavement Placement:
3. Driveways: Comply with Figures (ADD) MD-1, MD-2, 7030.101 and 7030.102 and Section 7010. The use of a paving machine is not required.
- E. Form Removal: Comply with Section 7010 (ADD) and.
1. (ADD) Timing:
 - a. Remove forms after the initial set of the concrete has taken place.
 - b. Remove stakes and forms with care to prevent cracking, spalling, or over stressing concrete. If damage does occur, repairs will be made as required by the Engineer.
 2. (ADD) Honeycomb Repair:
 - a. When the forms are removed, fill honeycombs with mortar composed of one (1) part cement and two (2) parts fine aggregate by weight.
 - b. If the honeycombing is to the degree and nature that it is considered by the Engineer as defective work, remove and replace at no additional cost to the City.
 3. (ADD) Remove all excess concrete from areas along forms and/or backfill area. No excess concrete shall be allowed along edges of sidewalks, trails or curbing.
 4. (ADD) In the area adjacent to the new concrete, immediately place backfill after the forms are removed. Construct dams or other protection to ensure that no saturation or erosion of the subgrade under or near the surfacing occurs. This may include check dams, pumping, etc.

5. (ADD) Material used for backfilling shall be free from spongy or vegetative substances, rocks, asphalt, broken concrete, frozen material or any other debris. The top six (6) inches shall be a soil suitable for growing grass.

F. Jointing:

2. Transverse Contraction Joints:

a. Shared Use Paths (ADD) and Sidewalks:

- 1) Space transverse joints equal to the width of the shared use path, or as specified in the contract documents.
- ~~2) (DELETE) Saw contraction joints according to Section 7010.~~
- 2) Saw contraction joints within 12-hours of placement with a 1/8-inch blade saw to a depth of 1/3 the pavement thickness.
- 3) Use a straightedge if joints are sawed with a hand-held saw.

b. ~~(DELETE) Sidewalks and Driveways:~~

- 1) ~~(DELETE) Space sidewalk contraction joints equal to the width of the sidewalk.~~ (ADD) Space driveway contraction joints to match sidewalk joints whenever possible. Joints shall be spaced to form rectangular panels where the long dimension does not exceed 1-½ times the short dimension. In no case will the panel length exceed 9-feet for 6-inches of concrete or 12-feet for 8-inches of concrete.
- 2) ~~(DELETE) Space driveway contraction joints so panel length does not exceed 12 feet.~~ (ADD) Contraction joints shall be sawn within 12-hours of placement with a 1/8-inch blade saw to a depth of 1/3 the pavement thickness.
- 3) ~~(DELETE) Form transverse contraction joints to a depth of 1 1/4 inches with a pointed trowel or jointing tool. In lieu of forming, joints may be sawed within 12 hours of placement with a 1/8 inch blade saw to a depth of 1/3 the pavement thickness.~~ (ADD) Use a straightedge if joints are sawn with a hand-held saw.

3. Longitudinal Contraction Joints:

a. Shared Use Paths and Sidewalks: Saw joint to 1/8 inch wide and to a depth of 1/3 the pavement thickness.

- 1) (ADD) Longitudinal contraction joints will be placed when the width of the path/sidewalk exceeds 6-feet for 4-inches concrete or 9-feet for 6-inches concrete.
- 2) (ADD) Contraction joints shall be sawn within 12-hours of placement with a 1/8-inch blade saw to a depth of 1/3 the pavement thickness. Use a straightedge if joints are sawn with a hand-held saw.

b. Driveways:

- 1) (DELETE) ~~Space longitudinal contraction joints so panel width does not exceed 12 feet.~~ (ADD) Space longitudinal contraction joints so panel length or width does not exceed 9-feet for 6-inches of concrete or 12-feet for 8-inches of concrete.
- 2) (DELETE) ~~Form longitudinal contraction joints to a depth of 1 1/4 inches with a pointed trowel or jointing tool. In lieu of forming, joints may be sawed with a 1/8 inch blade saw to a depth of 1/3 the pavement thickness. Use a straightedge if joints are sawed with a hand-held saw.~~ (ADD) Contraction joints shall be sawn within 12 hours of placement with a 1/8-inch blade saw to a depth of 1/3 the pavement thickness. Use a straightedge if joints are sawn with a hand-held saw.

G. (ADD) Granular Base:

1. (ADD) Shared Use Paths and Sidewalks will be placed on a minimum of 4-inches of compacted granular base.
2. (ADD) Driveways shall be placed on a minimum of 6-inches of compacted granular base.
3. (ADD) Granular Base shall be compacted to a minimum 98% Standard proctor density at a moisture content of $\pm 3\%$ of optimum moisture as determined by ASTM D698.

3.13 (ADD) SIDEWALK GRADES

- A. All staking for sidewalk grades, grading subgrade preparation and form installation will be the full responsibility of the contractor. The City Engineers office will inspect the forms and subgrade preparation prior to concrete placement.
- B. When a new sidewalk is being constructed and the grade is different than the present adjoining sidewalks, the following shall apply:
- C. Beginning at the property line the slope of the sidewalk shall be a maximum 8.3% from the adjoining sidewalk to the grade of the new sidewalk. When the existing sidewalk cross slope does not meet requirements, a transition segment shall be installed to match existing slope. See SUDAS Figures 7030.204, 7030.206, 7030.207, 7030.208 and 7030.209.

3.14 (ADD) SIDEWALK ALIGNMENT:

- A. Unless otherwise approved by the City Engineer the back of the sidewalk shall match the adjoining property line.
- B. All private sidewalks joining the City Sidewalk will be built to the new sidewalk grade. Driveway sidewalks may remain at the present grade unless they are being replaced, and if they are being replaced they will be built to the proper grade.

- C. The Standard City Sidewalk grade is a quarter ($\frac{1}{4}$) inch per foot maximum across the sidewalk and half ($\frac{1}{2}$) inch per foot across the terrace to the street. Deviations from this standard grade will be allowed only with the approval of the City Engineer and only in areas where existing walks are at a nonstandard grade or where a standard grade will cause a severe hardship to the adjacent property owners.

3.15 (ADD) INSPECTIONS

When the Contractor is ready to pour the sidewalk, an inspection shall be requested from the City Engineer's office. Enough advance notice shall be given to provide ample time for the inspector to get to the job site and inspect the work so the contractor can make any changes required, before the concrete arrives.

3.16 (ADD) CURB CUTS

- A. It shall be unlawful for any person, firm, or corporation to cut or remove any curbing for any purpose without first securing a written permit from the City Engineer.
- B. Grinding of curbs for driveway entrances are not allowed. Removal of back of curb and extending driveway to gutter pan is not allowed.
- C. All curb cuts shall be made by removal of existing curb (if required) and replacement with either driveway curb (and gutter) or handicap curb (and gutter) as provided in the City of Marshalltown MD-1, MD-2 Details and SUDAS Figures 7030.101R, 7030.102R, 7030.204, 7030.205, 7030.206, 7030.207, 7030.208 and 7030.209.

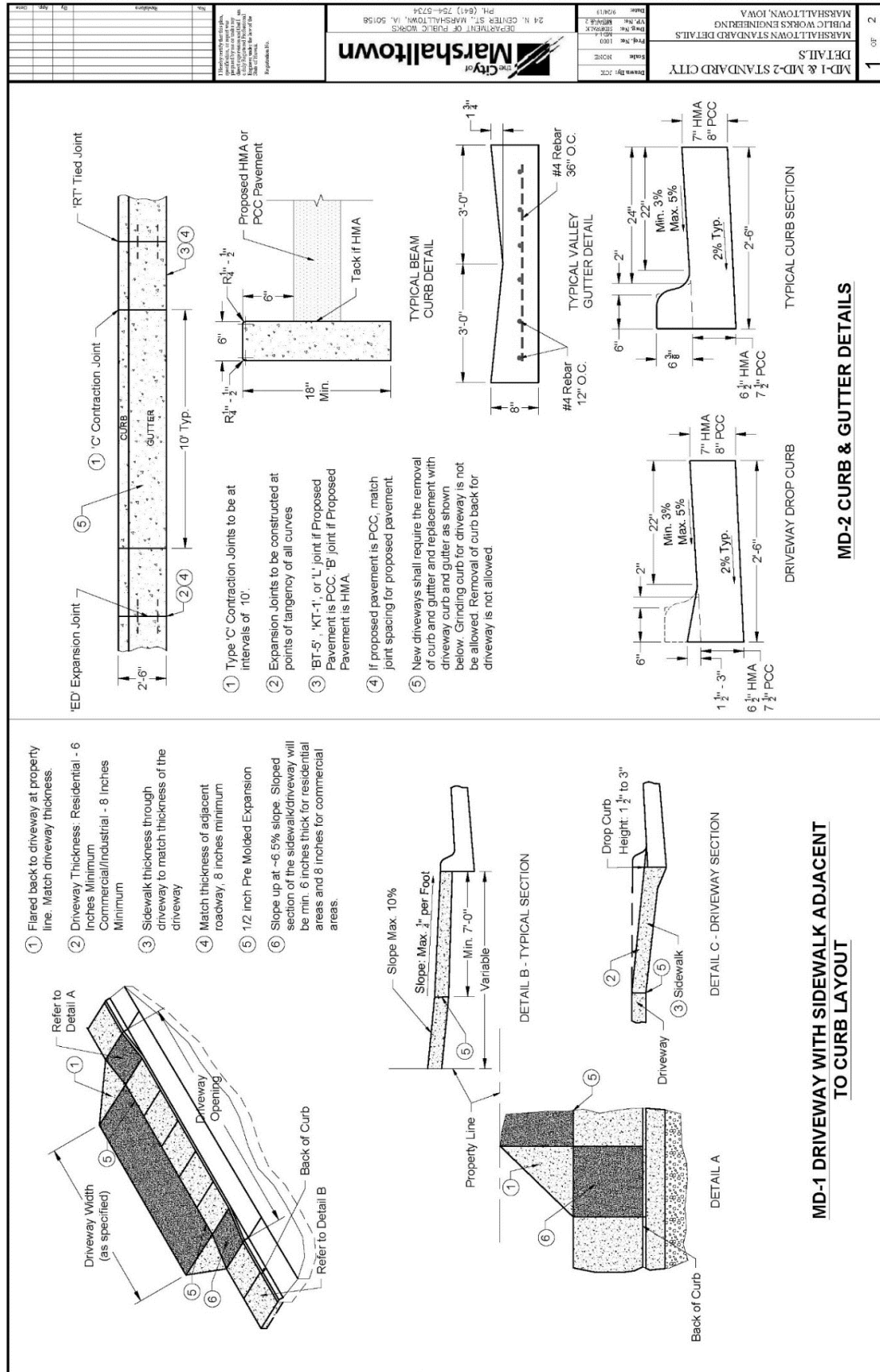
3.17 (ADD) CURB AND GUTTER CONSTRUCTION

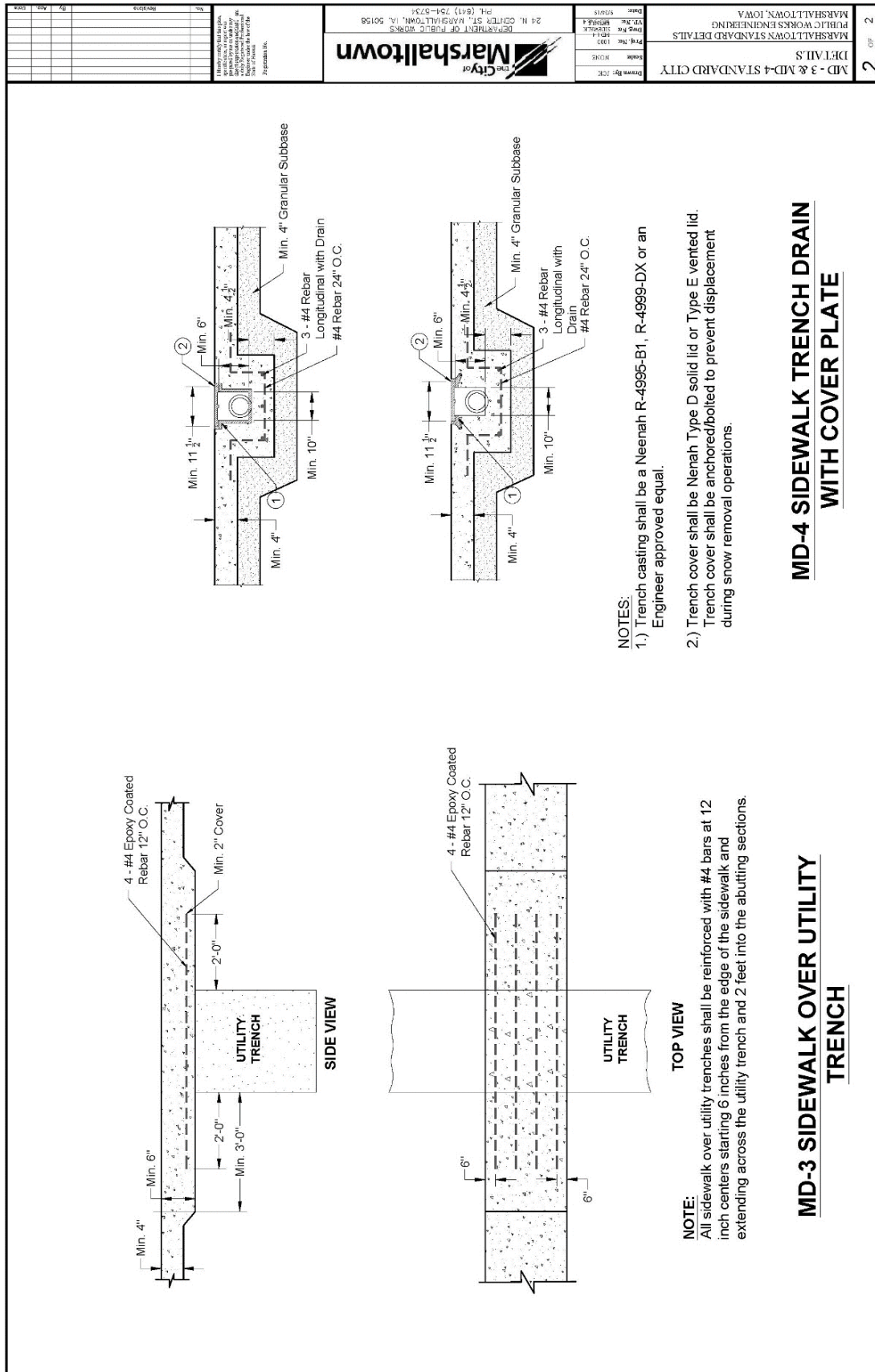
Comply with Section 7010, 3.03 and MD-2.

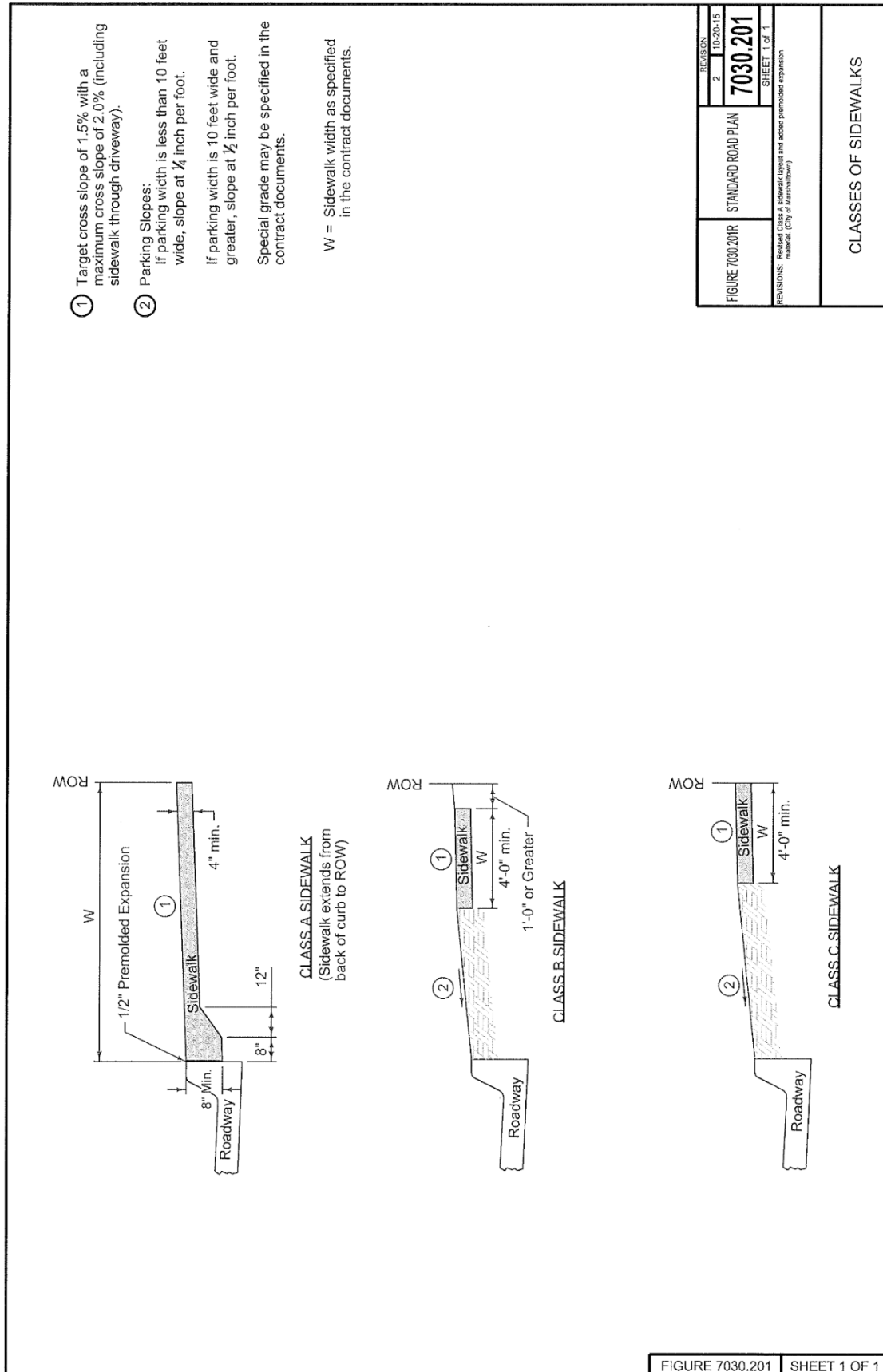
3.18 (ADD) MARSHALLTOWN STANDARD DETAILS

- A. Added the following details:
1. MD-1 Driveway with Sidewalk Adjacent to Curb Details
 2. MD-2 Curb & Gutter Details
 3. MD-3 Sidewalk over Utility Trench Detail
 4. MD-5 Sidewalk Trench Drain with Cover Plate
- B. See modifications to SUDAS Standard Details as listed on each detail and provided below:
1. Figure 7030.101 – Revised sidewalk adjacent to driveway to add section for transition. Added curb replacement for new driveways.
 2. Figure 7030.102 - Revised sidewalk adjacent to driveway to add section for transition. Added curb replacement for new driveways.
 3. Figure 7030.103 – Revision to sidewalk location and property line. Added target slope to sidewalk.

4. Figure 7030.201 – Revised Class A sidewalk layout and added premolded expansion material.
5. Figure 7030.202 – Removed Detail 1 and Revised Detail 2.
6. Figure 7030.206 – Change sidewalk/ramp width to 5'-0" min. Changed curb side sidewalk to min. 7'-0" width.
7. Figure 7030.207 – Added detail for preformed expansion joints.
8. Figure 7030.208 – Added detail for preformed expansion joints.
9. Figure 7030.209 – Changed minimum ramp and turning width to 5'-0".

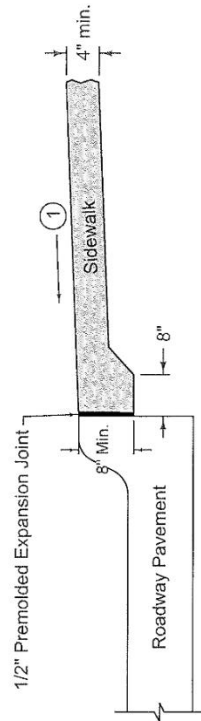




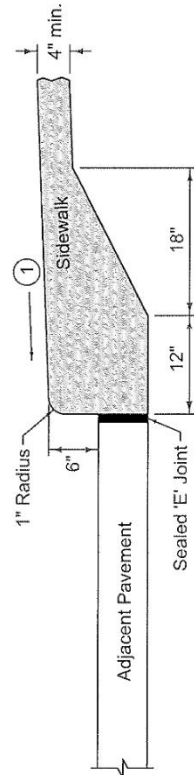


For new sidewalk with new curb and gutter, comply with Detail 2. Comply with Detail 3 for new sidewalk adjacent to existing pavement or when specified in the contract documents.

- ① Target cross slope of 1.5% with a maximum cross slope of 2.0%.



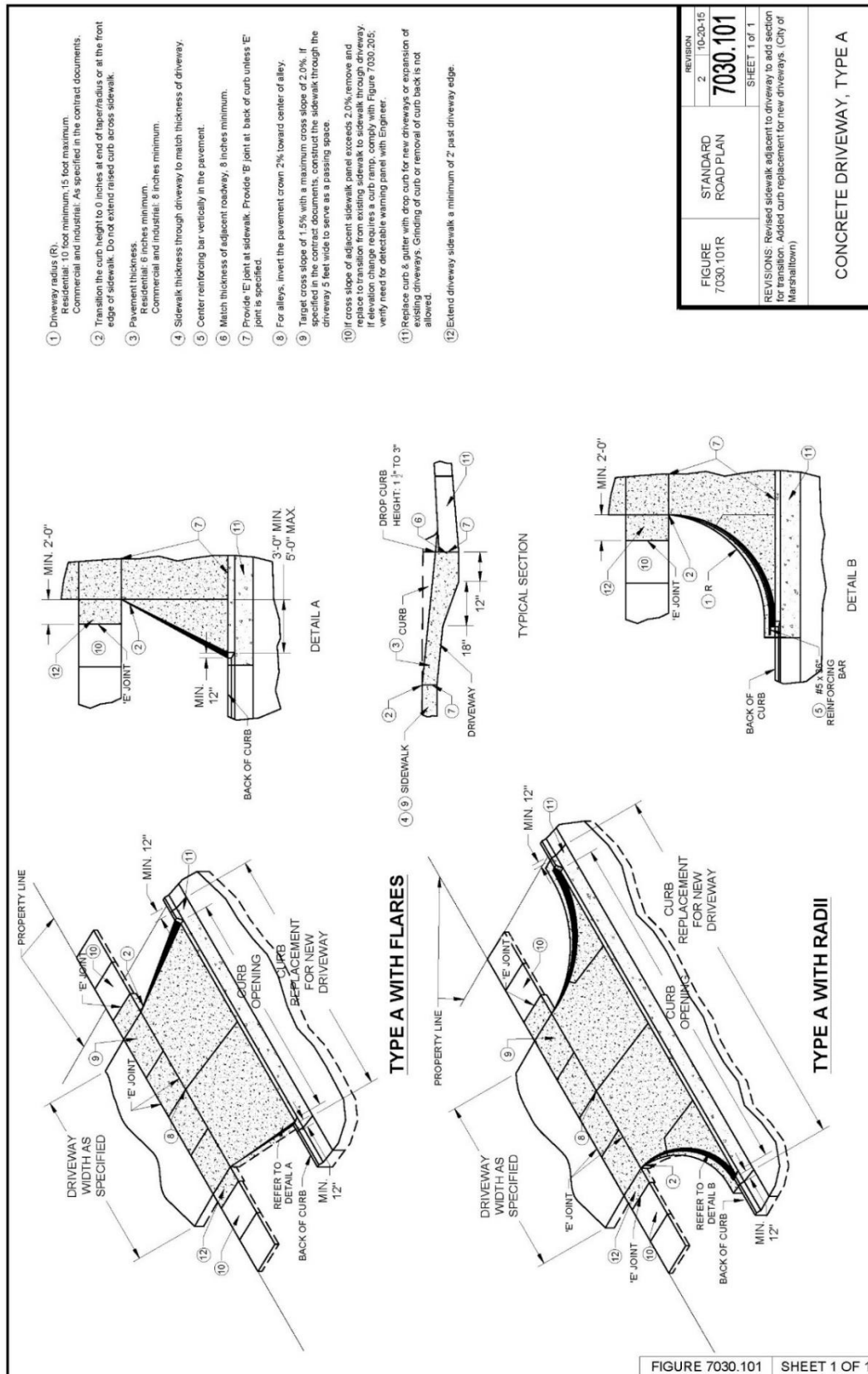
DETAIL 2

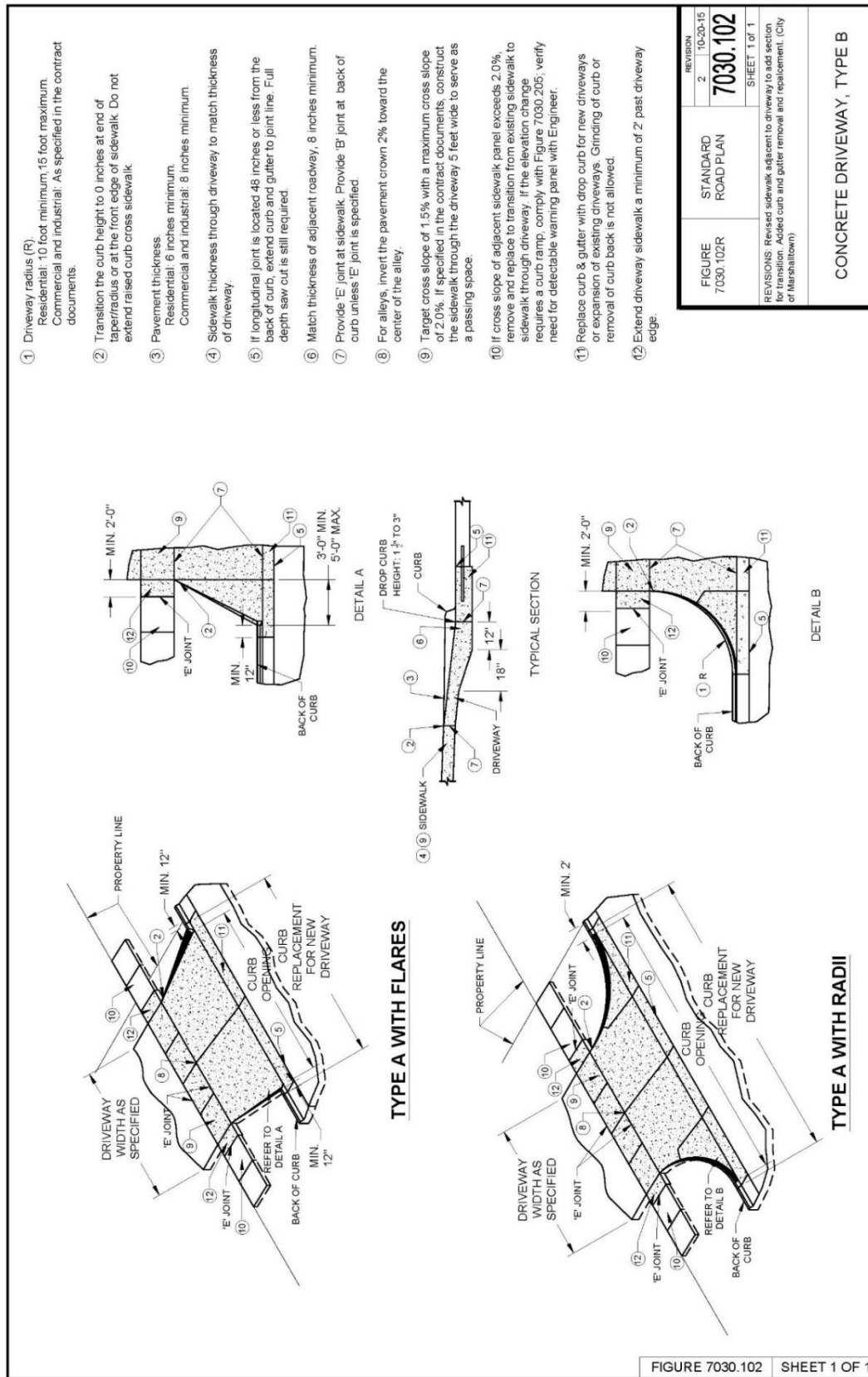


DETAIL 3

FIGURE 7030.202R	STANDARD ROAD PLAN	REVISION
		3 10-20-15
7030.202		
SHEET 1 of 1		
REVISIONS: Removed Detail 1; Revised Detail 2 (City of Marshalltown)		

CURB DETAILS FOR CLASS A SIDEWALK





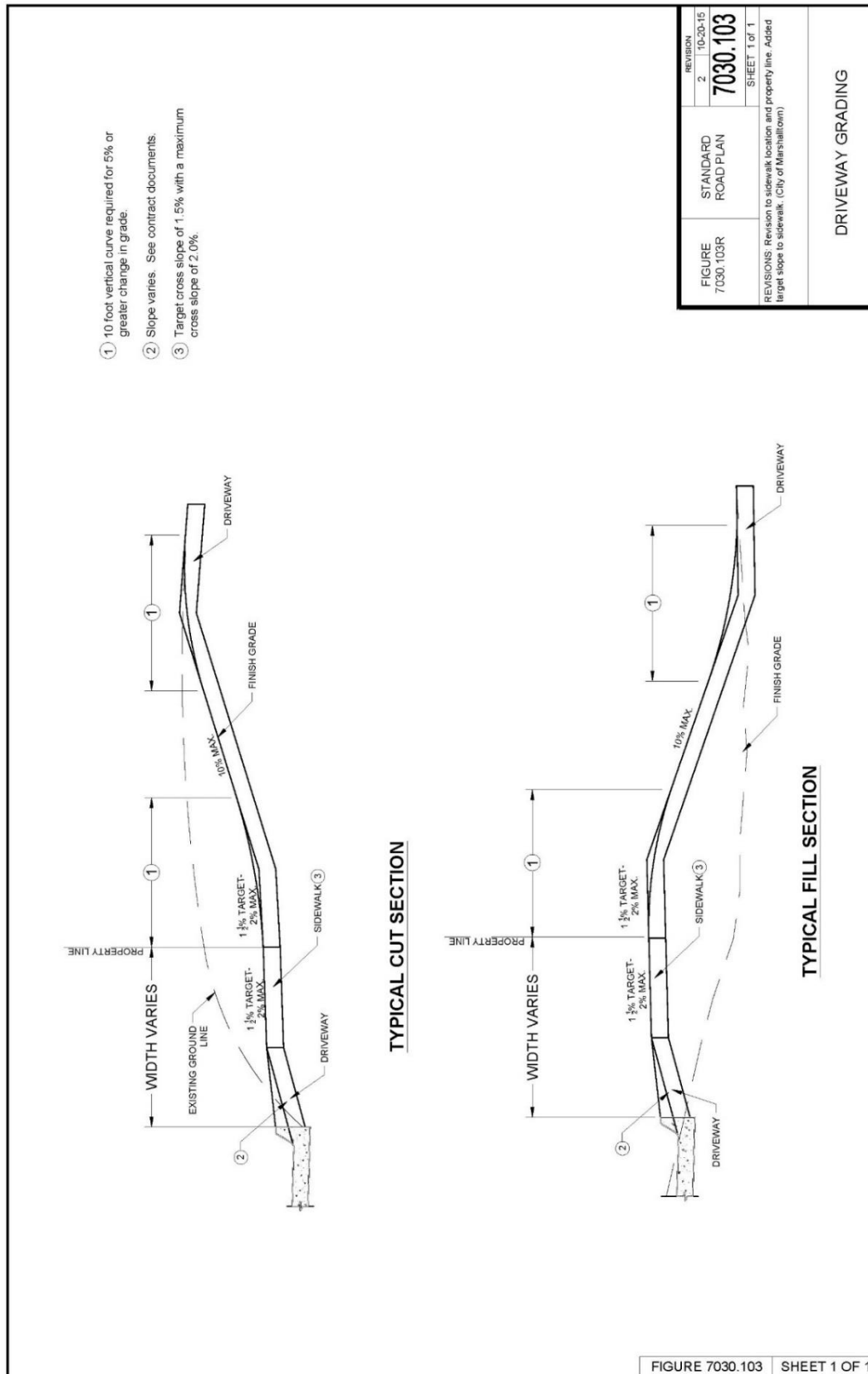
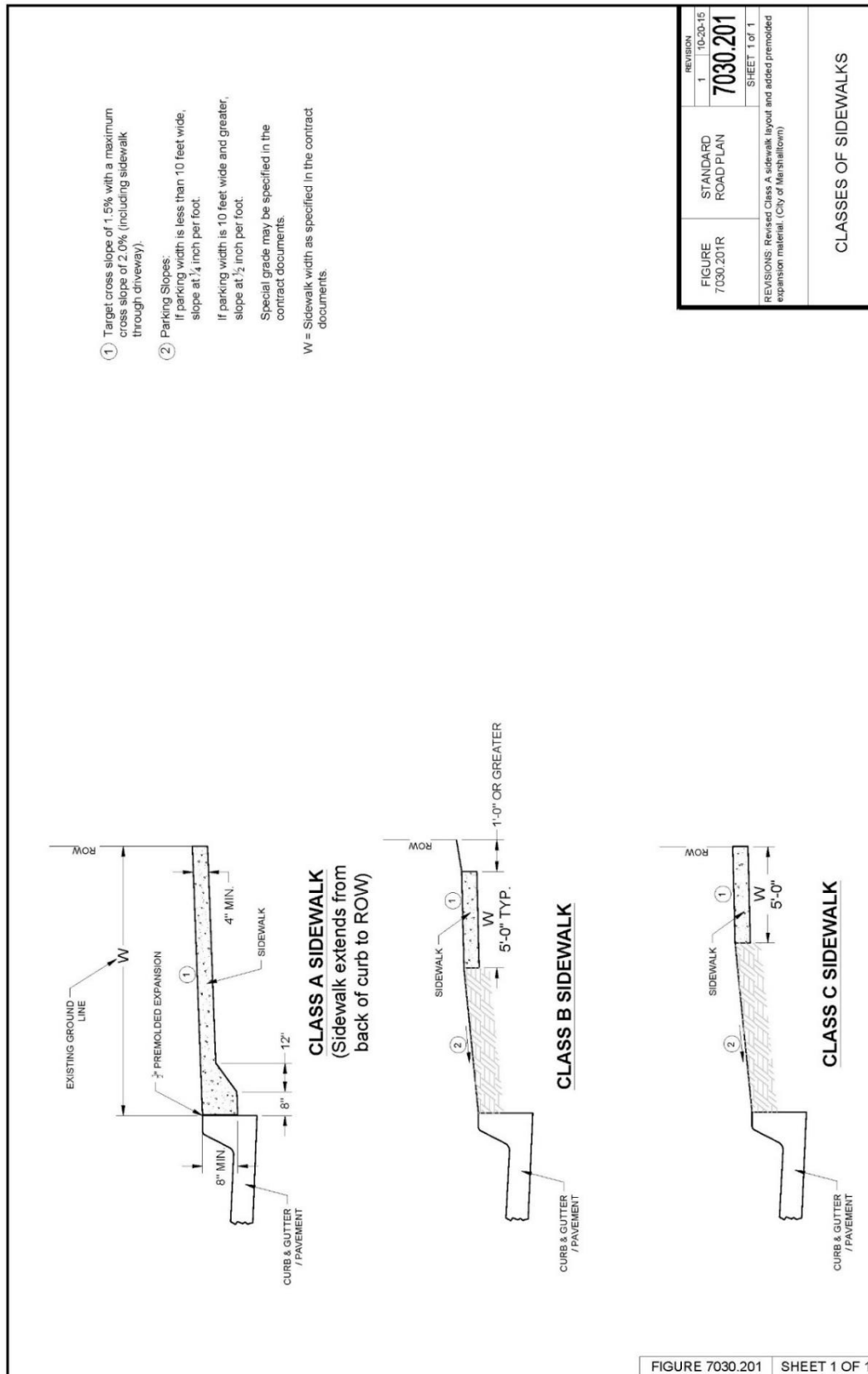
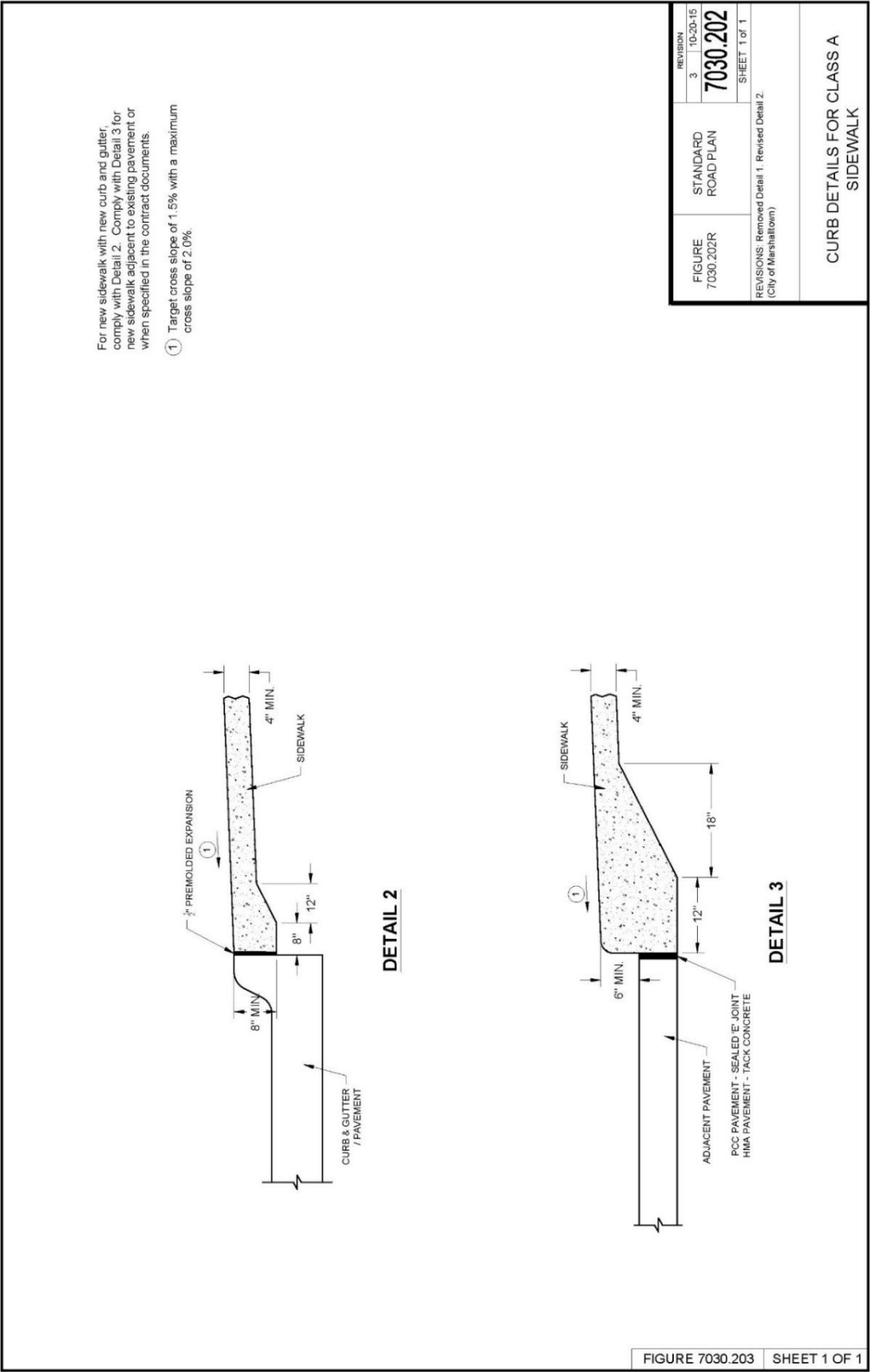
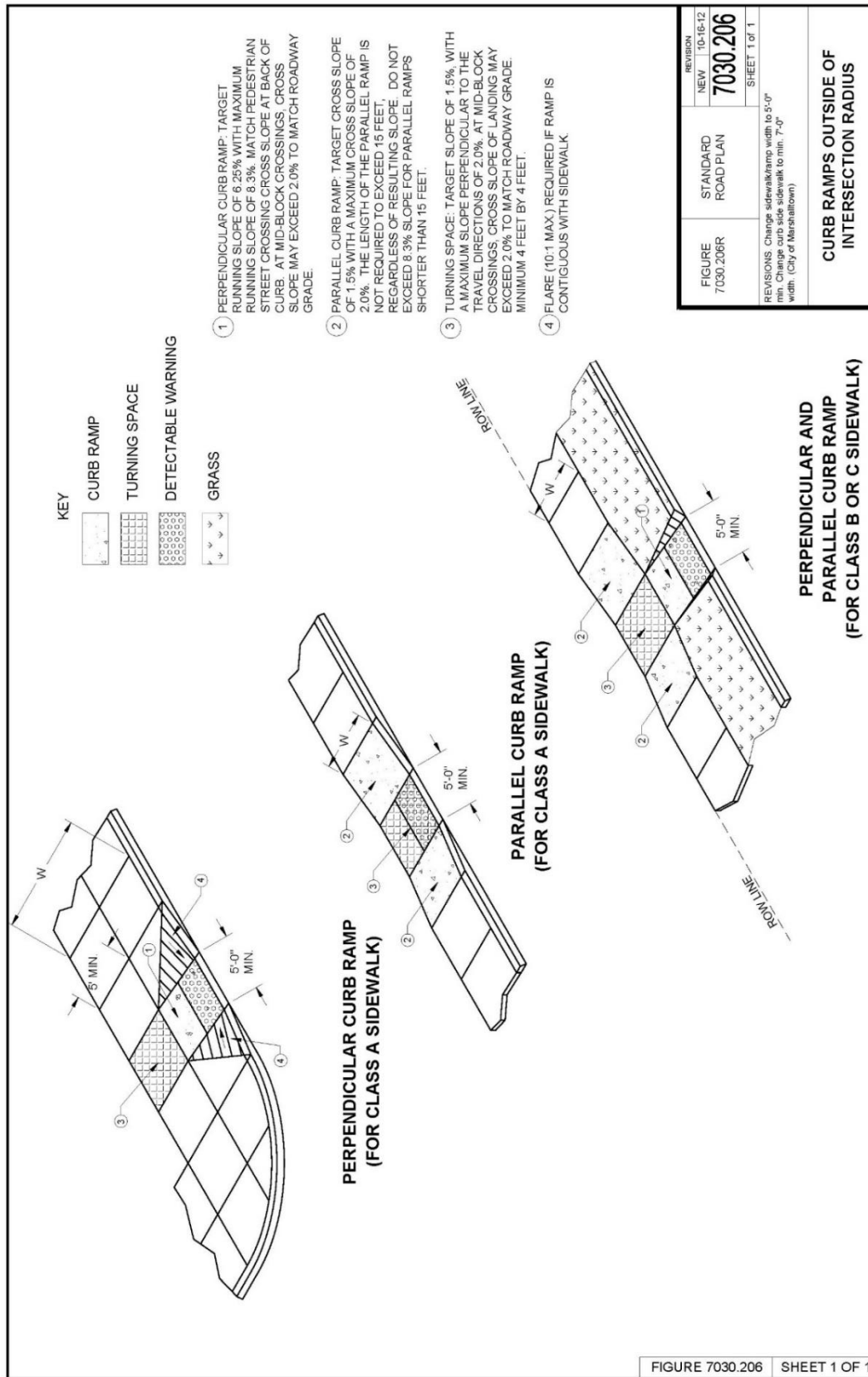
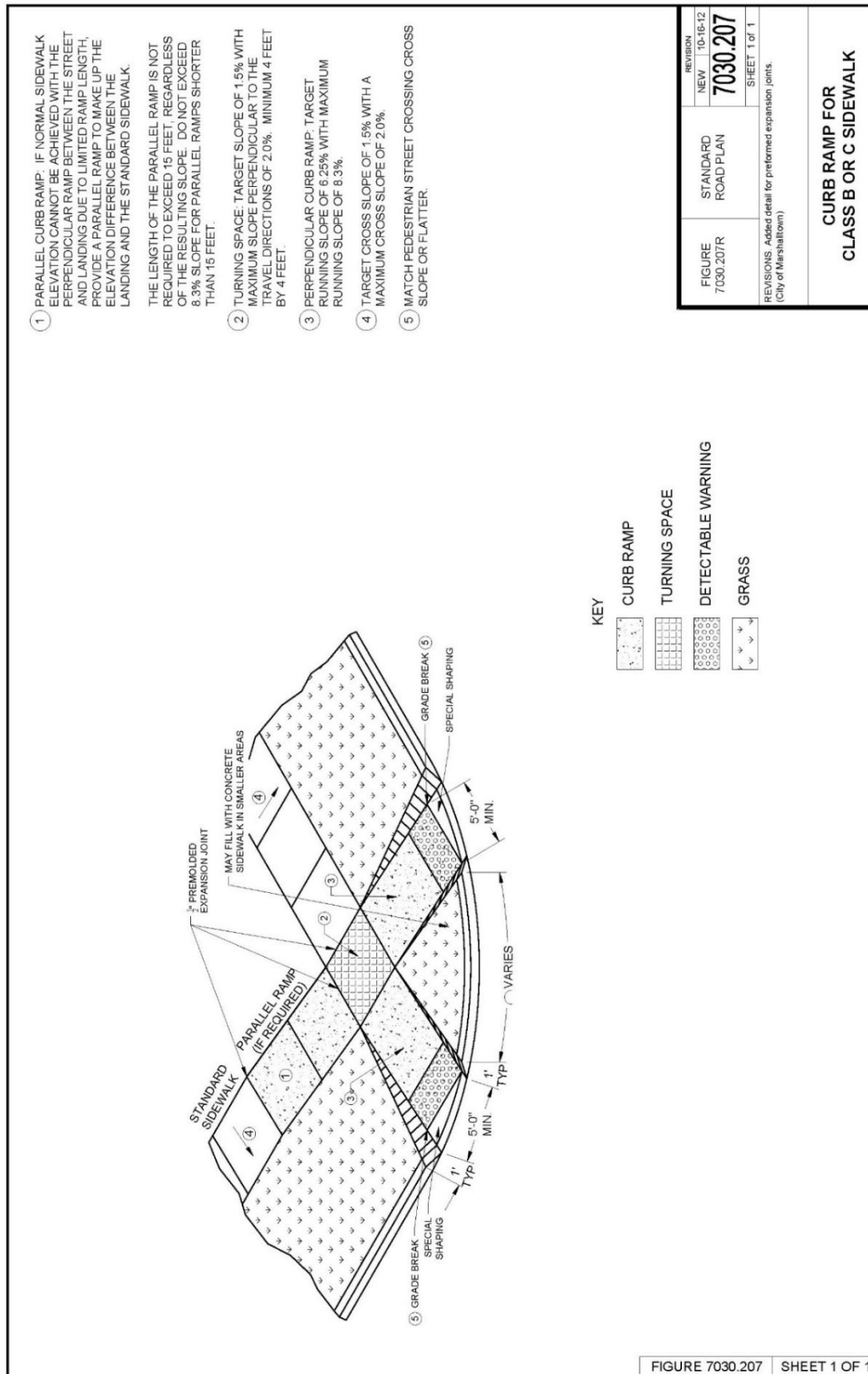


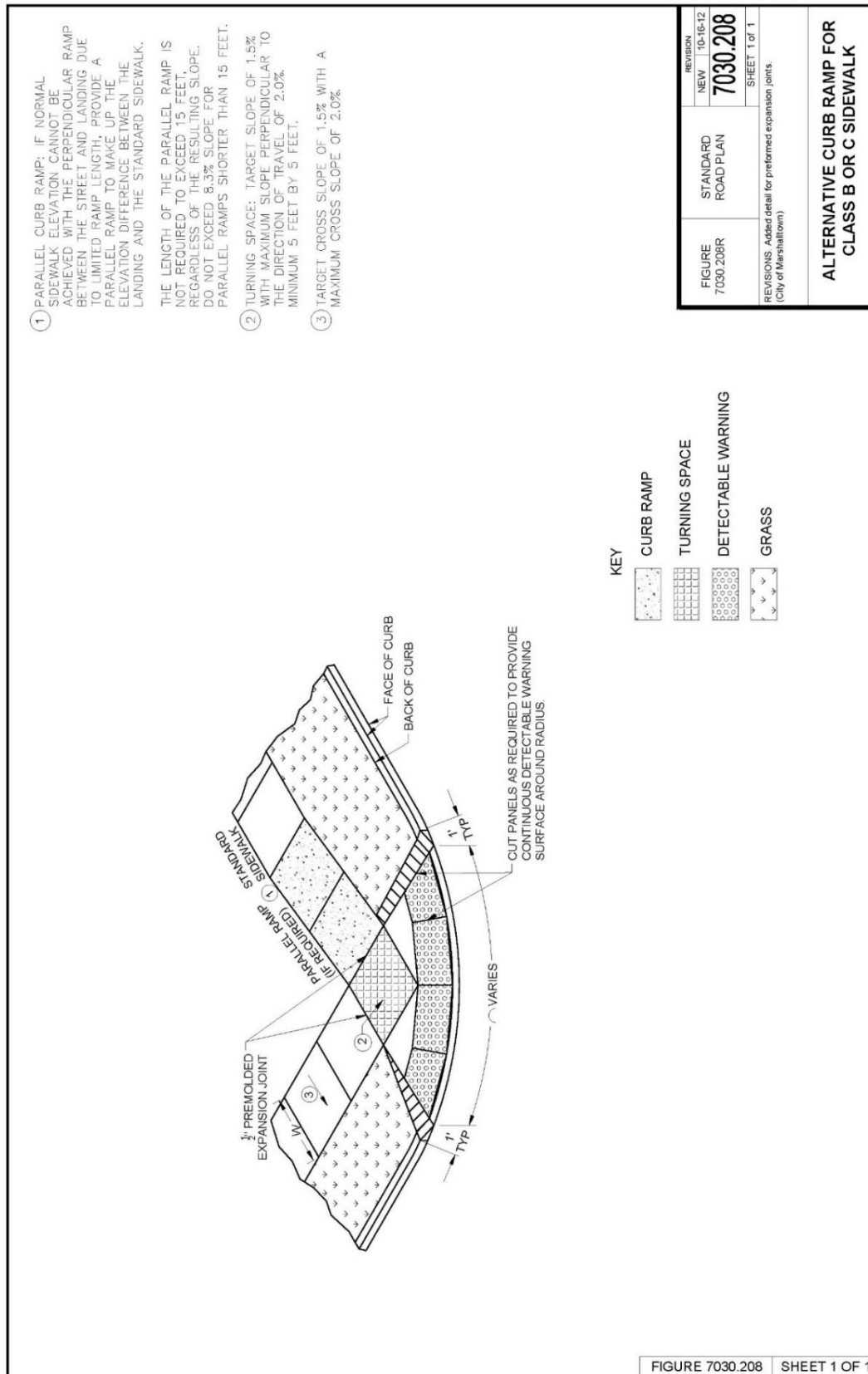
FIGURE 7030.103 SHEET 1 OF 1

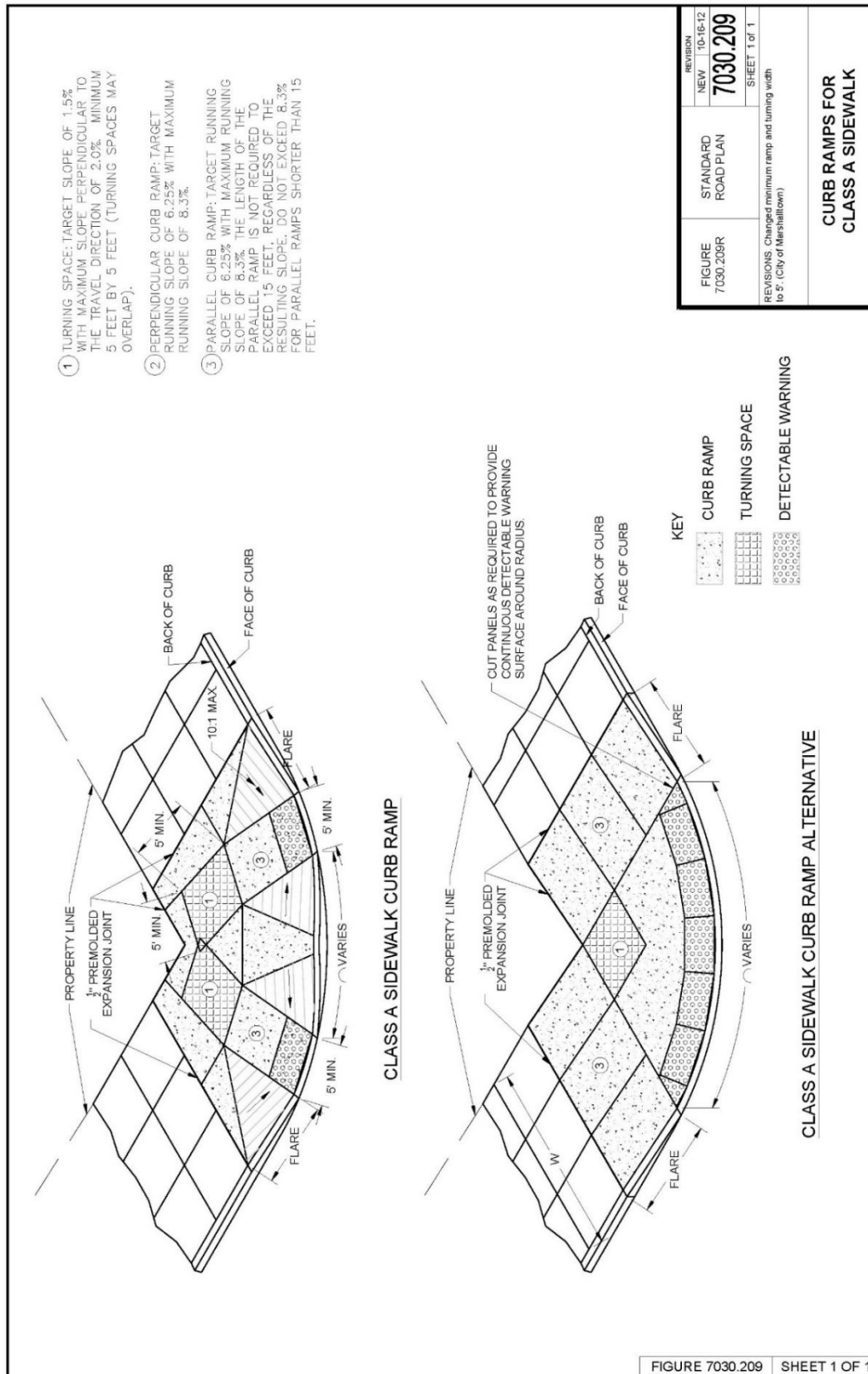












SECTION 7040 - PAVEMENT REHABILITATION

PART 1 - GENERAL

1.03 through 1.06: (DELETE): ~~Comply with Division 1—General Provisions and Covenants~~ (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”

1.08 MEASUREMENT AND PAYMENT

B. Subbase Over-excavation:

1. **Measurement:** Measurement will be in tons of subbase material placed for authorized over-excavation. (ADD) Measurement for geogrid shall be per 2010.1.08.H.
2. **Payment:** Payment will be made at the unit price per ton of subbase material. (ADD) Payment for geogrid shall be per 2010.1.08.H.

PART 2 - PRODUCTS

2.01 MATERIALS

A. PCC:

2. High Early Strength Patching: Use Class M mix complying with Section 7010. Do not use calcium chloride unless (DELETE) ~~otherwise specified in the contract documents~~ (ADD) approved by the City Engineer.

G. Subbase Material: Unless otherwise specified in the contract documents (DELETE) ~~, use modified subbase complying with Section 2010.~~ (ADD) See MS-4 Pavement Restoration for Subbase requirements.

PART 3 – EXECUTION

3.02 FULL DEPTH PATCHING

B. Restoring Subgrade or Subbase:

1. Excavate (DELETE) ~~2~~ (ADD) 12 to 18 inches below the bottom of the existing pavement. (DELETE) ~~If more than 2 inches is excavated,~~ (ADD) Install geogrid on subgrade and place and compact new subbase material as required to bring the subbase to (DELETE) ~~a level 2 inches below~~ the bottom of the existing pavement. Correct unauthorized over excavation at no additional cost to the Contracting Authority.
5. Place and compact new subbase material as required to bring the subbase to (DELETE) ~~a level 2 inches below~~ the bottom of the existing pavement.

C. Placing PCC Patches:

2. **Tie Bars and Dowel Bars:** Comply with Section 7010 (ADD) , Figures MS-1 and MS-2 in this section, and the figures in Sections 7010 and 7040.

3.11 (ADD) MARSHALLTOWN STANDARD DETAILS

Added the following details:

A. MS-1 & MS-2 Pavement Restoration Joint Layout

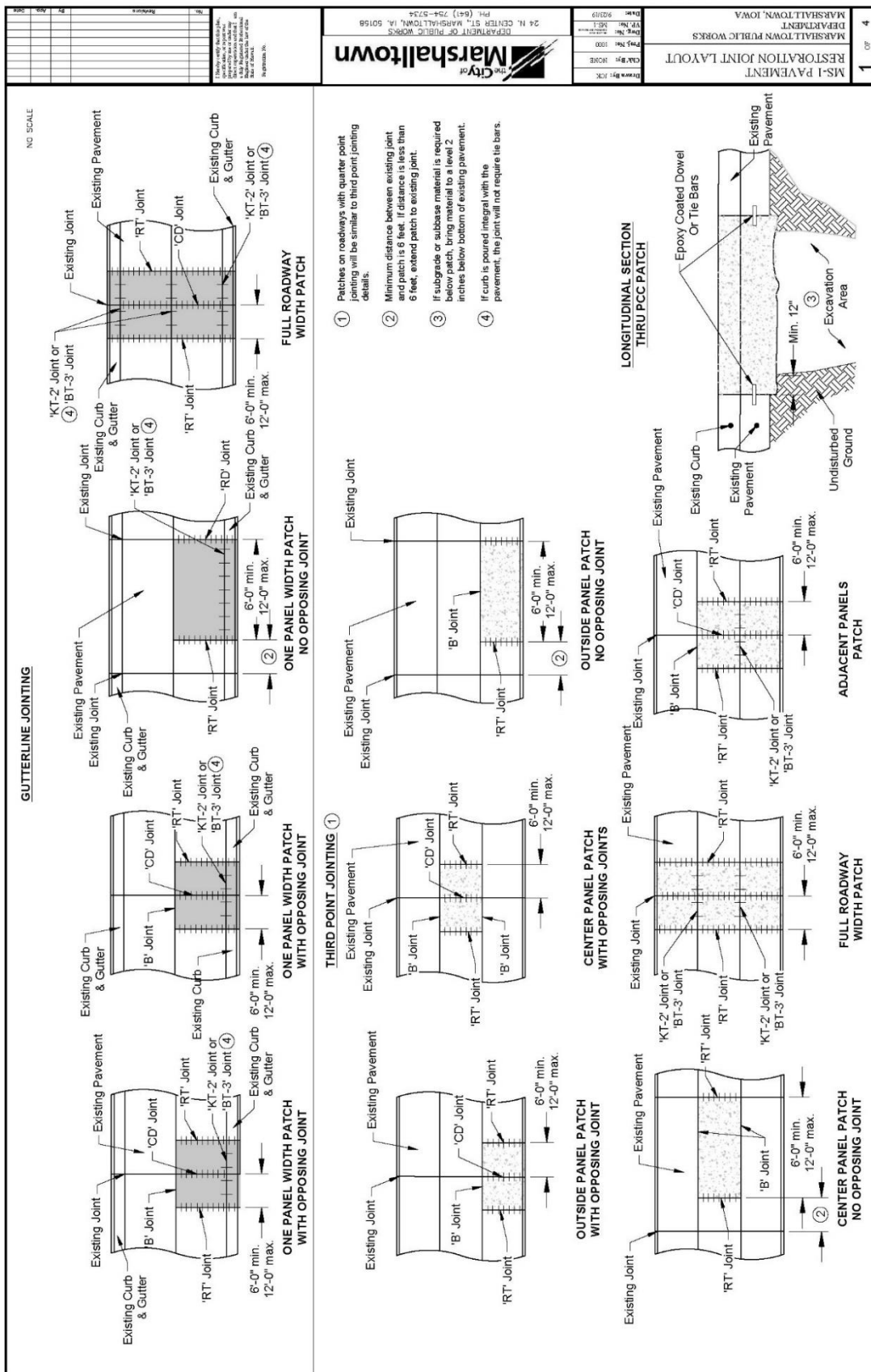
B. MS-3 Manhole Boxout Details

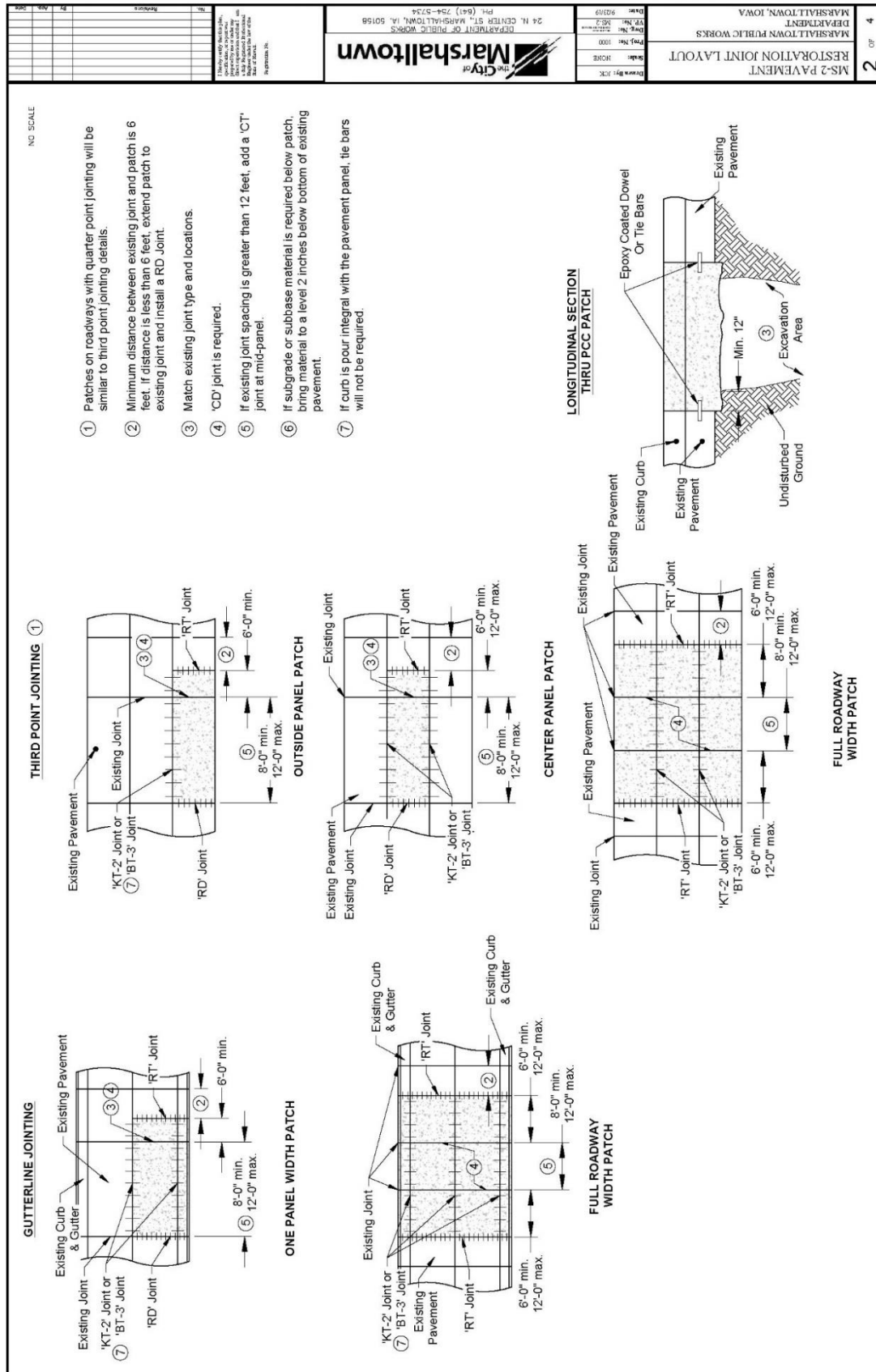
C. MS-4 Pavement Restoration Details

3.12 (ADD) DELETED SUDAS STANDARD DETAILS

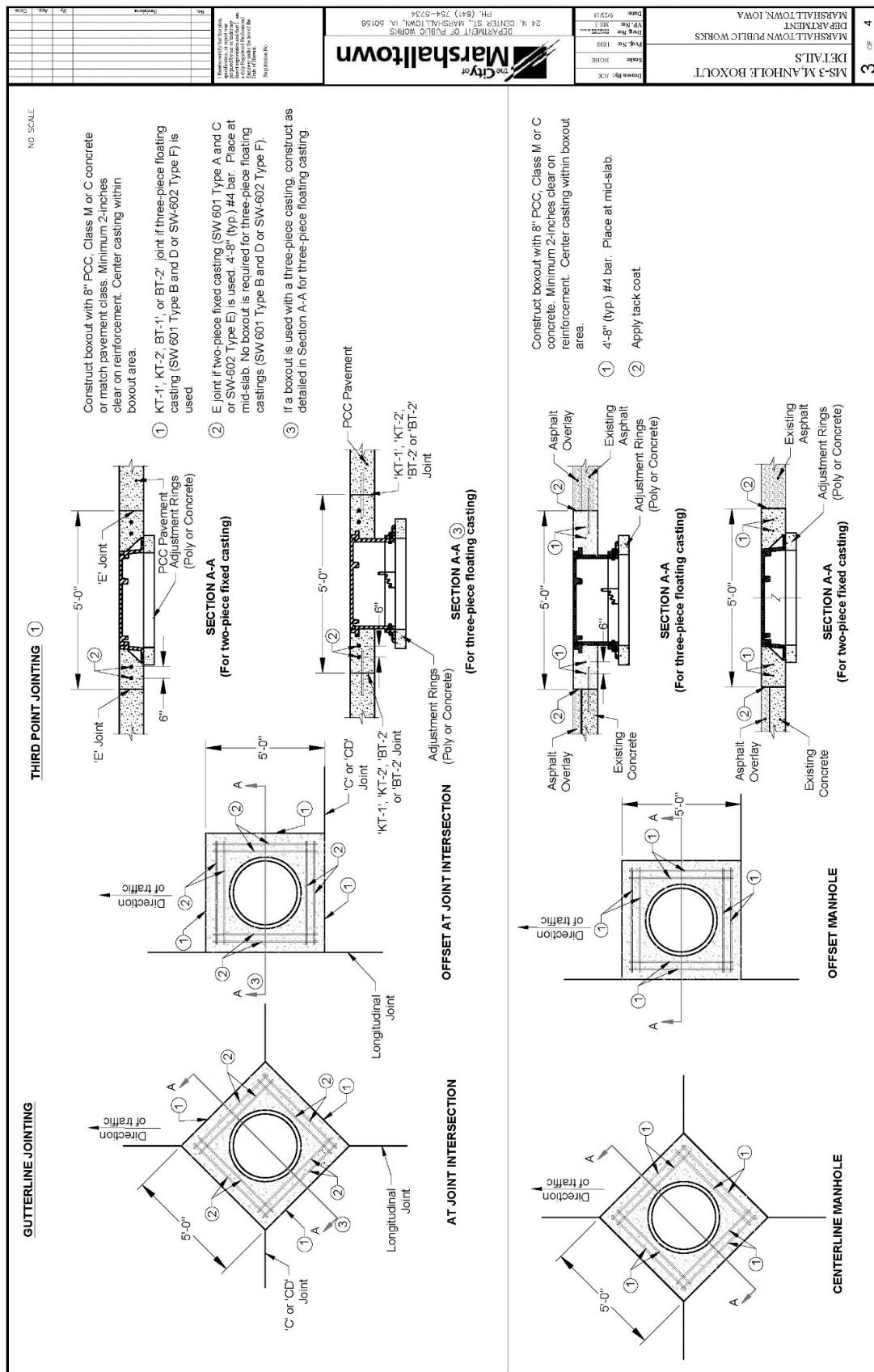
A. 7040.101 Full Depth PCC Patches Less Than or Equal to 15' Long

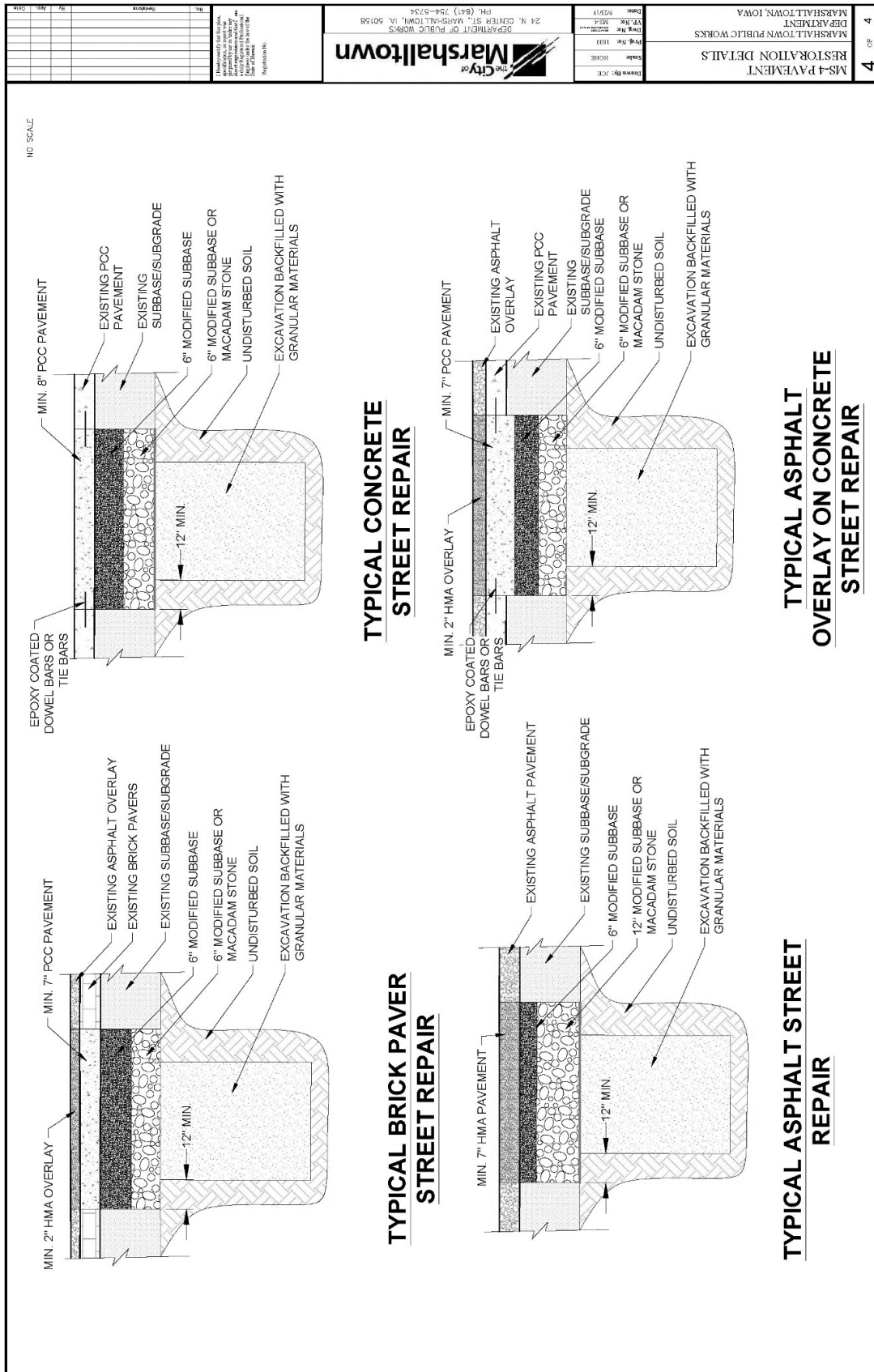
B. 7040.102 Full Depth PCC Patches Greater Than 15' Long

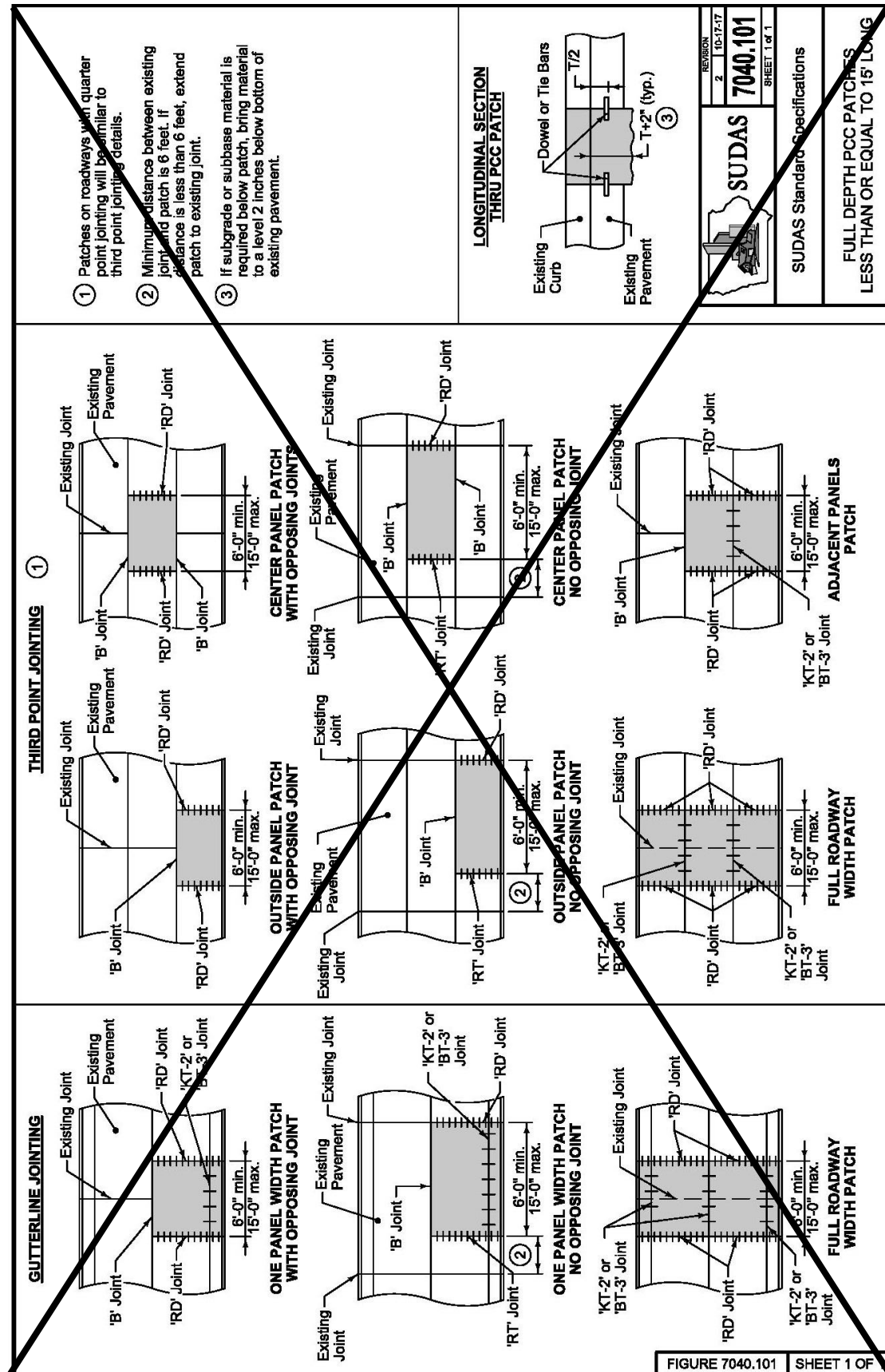


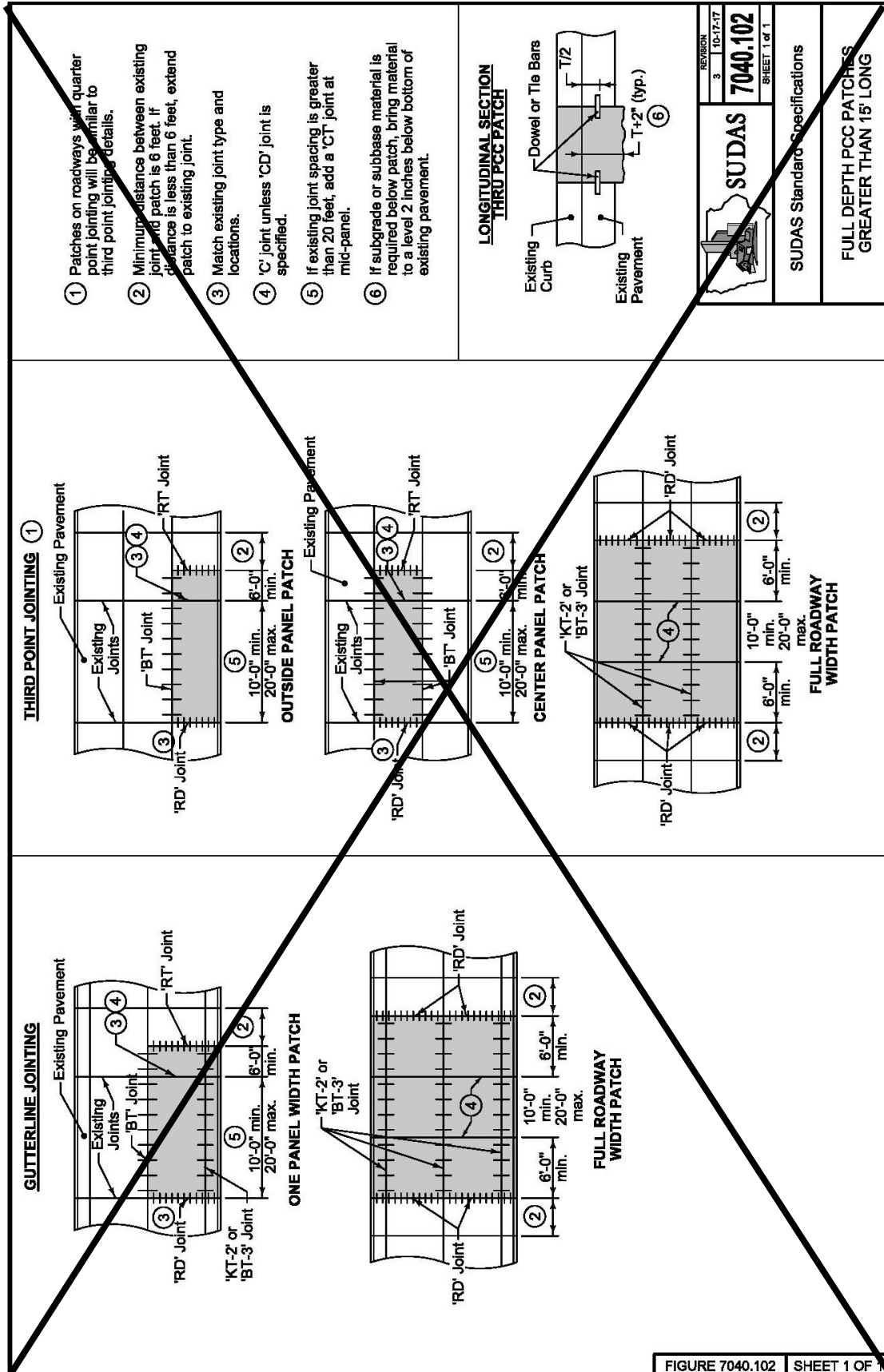


City of Marshalltown Supplementary Conditions to the Statewide Urban Design and Specifications (SUDAS)









SECTION 7050 - ASPHALT STABILIZATION

PART 1 - GENERAL

1.03 through 1.06: (DELETE): ~~Comply with Division 1 – General Provisions and Covenants~~ (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”

1.08 MEASUREMENT AND PAYMENT

B. Fixture Adjustment: Comply with Section 6010 (ADD) and 6020 for adjustment of manholes and intakes and (DELETE) ~~Section 5020~~ (ADD) Marshalltown Water Works Requirements for adjustment of water valves and fire hydrants.

SECTION 7060 - BITUMINOUS SEAL COAT

PART 1 - GENERAL

1.03 through 1.06: (DELETE): ~~Comply with Division 1 – General Provisions and Covenants~~ (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”

1.08 MEASUREMENT AND PAYMENT

A. **Bituminous Seal Coat by Area:**

3. Includes: Unit price includes, but is not limited to, surface preparation including protection of street fixtures; furnishing and placing of materials, including fillets at intersecting streets, driveways, and turnouts; (ADD) sweeping; fog seal; and final clean up.

C. **(ADD) Bituminous Material Fog Seal:** Unless the Engineer directs otherwise, use asphalt emulsion grade CQS-1, CQS-1H, CSS-1, or SS-1.

1. Dilute the asphalt emulsion with water prior to application to the pavement surface. The dilution rate is one part of asphalt emulsion to four parts water.

2. Dilute the asphalt emulsion with water prior to application to the pavement surface. The dilution rate is one part of asphalt emulsion to four parts water.

3. Uniformly apply dilute asphalt emulsion at the rate of 0.12 gallon per square yard of pavement surface.

PART 3 - EXECUTION

3.01 EQUIPMENT

C. **Brooms:** A power-driven (DELETE) ~~rotary or~~ pick-up broom is required for cleaning surfaces before the bitumen is applied (ADD), in between applications, and after final application.

3.06 TWO COURSE SEAL COATS

B. Second Course Construction:

4. (ADD) Complete rolling operations as specified in 3.05.
5. (ADD) After a minimum of 24 hours, lightly broom surface with power sweeper to remove excess aggregate. All aggregate shall be removed with a vacuum machine.

3.08 (ADD) BITUMINOUS FOG SEAL

- A. A bituminous fog seal shall be applied to all sealed streets after completion of the final seal coat layer.
- B. Immediately prior to placing the emulsion, clean the entire pavement surface. Use scrapers, compressed air, or other approved methods.
- C. Uniformly apply dilute asphalt emulsion at the rate of 0.12 gallon per square yard of pavement surface. The application rate may be reduced if directed by the Engineer. For excessive application rates, the Engineer may require a light coat of sand. The Engineer may require brooming of ponded areas prior to placing traffic on the pavement.

SECTION 7070 - EMULSIFIED ASPHALT SLURRY SEAL

PART 1 - GENERAL

- 1.03 through 1.06:** (DELETE): ~~Comply with Division 1 – General Provisions and Covenants~~ (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”

SECTION 7080 - PERMEABLE INTERLOCKING PAVERS

PART 1 - GENERAL

- 1.03 through 1.06:** (DELETE): ~~Comply with Division 1 – General Provisions and Covenants~~ (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”

SECTION 7090 - COLD-IN-PLACE PAVEMENT RECYCLING

PART 1 - GENERAL

- 1.03 through 1.06:** (DELETE): ~~Comply with Division 1 – General Provisions and Covenants~~ (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”

SECTION 7091 - FULL DEPTH RECLAMATION

PART 1 - GENERAL

1.03 through 1.06: (DELETE): ~~Comply with Division 1 – General Provisions and Covenants~~ (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”

DIVISION 8 – TRAFFIC CONTROL

SECTION 8010 - TRAFFIC SIGNALS

PART 1 - GENERAL

1.03 through 1.06: (DELETE): ~~Comply with Division 1 – General Provisions and Covenants~~ (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”

1.07 SPECIAL REQUIREMENTS

B. (ADD) Coordinate all design and construction work with the City of Marshalltown’s Public Works Electrical Superintendent.

SECTION 8020 - PAVEMENT MARKINGS

PART 1 - GENERAL

1.03 through 1.06: (DELETE): ~~Comply with Division 1 – General Provisions and Covenants~~ (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”

1.06 SCHEDULING AND CONFLICTS

B. (ADD) Schedule and coordinate all line markings with the Public Works Street Superintendent.

3.02 CONSTRUCTION

C. **Painted Pavement Markings:**

5. (ADD) Coordinate all painted pavement markings with Marshalltown’s Public Works Street Department. Paint markings shall be calibrated to the City’s standard marking spacing and widths.

SECTION 8030 - TEMPORARY TRAFFIC CONTROL

PART 1 - GENERAL

1.03 through 1.06: (DELETE): ~~Comply with Division 1 – General Provisions and Covenants~~ (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”

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DIVISION 9 – SITE WORK AND LANDSCAPING

SECTION 9010 - SEEDING

PART 1 - GENERAL

1.03 through 1.06: (DELETE): ~~Comply with Division 1—General Provisions and Covenants~~ (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”

1.08 MEASUREMENT AND PAYMENT

A. Conventional Seeding:

1. Seeding:
 - a. Measurement: Measurement will be in acres (ADD) or square yards for each type of seed.
 - b. Payment: Payment will be in unit price per acre (ADD) or square yards for each type of seed.
2. Fertilizing:
 - a. Measurement: Measurement will be in acres (ADD) or square yards of fertilizer.
 - b. Payment: Payment will be at unit price per acre (ADD) or square yards of fertilizer.
3. Mulching:
 - a. Measurement: Measurement will be in acres (ADD) or square yards of mulch.
 - b. Payment: Payment will be in unit price per acre (ADD) or square yards of mulch.

B. Seeding, Fertilizing, and Mulching for Hydraulic Seeding:

1. Measurement: Measurement will be in acres (ADD) or square yards for each type of seed.
2. Payment: Payment will be in unit price per acre (ADD) or square yards for each type of seed.

C. Seeding, Fertilizing, and Mulching for Pneumatic Seeding:

1. Measurement: Measurement will be in acres (ADD) or square yards for each type of seed.
2. Payment: Payment will be in unit price per acre (ADD) or square yards for each type of seed.

PART 2 - PRODUCTS

2.02 SEED MIXTURES AND SEEDING DATES

- A. **Type 1 (Permanent Lawn Mixture):** Used for residential and commercial turf site, fertilized, and typically mowed. Use between March 1 and May 31 and between August 10 and September 30. (ADD) Dormant seeding from September 30 to freeze-up will be allowed if approved by City Engineer. Type 1 seed mixture will be used in all terrace or boulevard areas within the City of Marshalltown.

PART 3 - EXECUTION

3.05 HYDRAULIC SEEDING

A. **Seed Application, Fertilizing, and Mulching:**

8. Hydromulching (ADD) is required (DELETE) ~~may be done~~ over conventional seeding and/or fertilizing, (ADD) unless straw mulch is (DELETE) if approved by the Engineer.

SECTION 9020 - SODDING

PART 1 - GENERAL

- 1.03 through 1.06:** (DELETE): ~~Comply with Division 1 – General Provisions and Covenants~~ (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”

SECTION 9030 - PLANT MATERIAL AND PLANTING

PART 1 - GENERAL

1.03 SUBMITTALS

(DELETE): ~~Comply with Division 1 – General Provisions and Covenants~~ (ADD) Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications, as well as the following:

- F. (ADD) Provide trees and shrubs planted in terrace areas in accordance with the City of Marshalltown’s Code of Ordinances, Chapter 58 – Vegetation. A list of prohibited trees and recommended trees is provided in Table 1 at the end of this section.
- G. (ADD) The placement of trees shall be in accordance with Chapter 10B-1 of the SUDAS Design Manual.

- 1.04 through 1.06:** (DELETE): ~~Comply with Division 1 – General Provisions and Covenants~~ (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”

PART 3 - EXECUTION

3.06 PLANTING

A. Bare Root Plants: (ADD) Not allowed without written approval of the City Engineer.

Table 1 - Tree List for Planting on Terrace or Other Public Right-of-Way

Prohibited Species

- All evergreen trees and shrub species except those with a mature height of 12 inches or less.
- All deciduous shrubs
- All Poplars (*Populus* spp.), including, but not limited to Cottonwood, White Poplar, Lombardy Poplar, and hybrids thereof
- American Elm (*Ulmus americana*) & Elm hybrids
- Birch (*Betula* spp.)
- Blue Ash (*Fraxinus quadrangulata*)
- Green Ash and cultivars (*Fraxinus pennsylvanica lanceolata*)
- White Ash and cultivars (*Fraxinus Americana*)
- Box Elder (*Acer negundo*)
- Bradford Pear (*Pyrus calleryana* 'Bradford')
- Catalpa (*Catalpa speciosa*)
- Crab Apples with exception of Spring Snow or male sterile varieties
- Female Ginkgo (*Ginkgo biloba*).
- Hawthorn (*Crataegus* spp.)(except thornless cutlivars)
- Honey Locust (*Gleditsia triacanthos*) and all cultivars
- Japanese Tree Lilac (*Syringa reticulata*)
- Oriental Elms (*Ulmus pumila* & *U. parvifolia*)
- Pin Oak (*Quercus palustris*)
- Purple Leaf Plum (*Prunus cerasifera*)
- Red Mulberry, White Mulberry (*Morus rubra* & *Morus alba*)
- Russian Olive (*Elaeagnus angnstifolia*)
- Serviceberry (*Amelanchier* spp.)
- Silver Maple – Autumn Blaze Maple (*Acer saccharinum*) and all cultivars including Freeman cultivars

- Sycamore (*Plantanus* spp) and all cultivars
- Willow (*Salix* spp.)

Suggested trees for terrace area 8' wide or greater

- Basswood/Linden (*Tilia* spp.)
- Kentucky Coffeetree (*Gymnocladus dioicus*)
- White Oak (*Quercus alba*)
- Bur Oak (*Quercus macrocarpa*)
- Swamp White Oak (*Quercus bicolor*)
- Northern Red Oak (*Quercus rubra*)
- Sugar Maple (*Acer saccharum*)
- Red Maple (*Acer rubrum*)
- Black Maple (*Acer nigrum*)
- Hackberry (*Celtis occidentalis*)
- Male Ginkgo (*Ginkgo biloba*)

Suggested trees for terrace area less than 8' in width

- Amur Maple (*Acer ginnala*) (Tree form only)
- Tatarian Maple (*Acer tataricum*)
- American Hophornbeam (*Ostrya virginiana*)
- Thornless Cockspur Hawthorn (*Crataegus crus-galli inermis*)
- American Hornbeam (*Carpinus caroliniana*)
- Crabapple (*Malus* sp.) (Male sterile varieties only)
- Red Bud (*Cercis Canadensis*)

SECTION 9040 - EROSION AND SEDIMENT CONTROL

PART 1 - GENERAL

1.03 through 1.06: (DELETE): ~~Comply with Division 1—General Provisions and Covenants~~ (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”

PART 3 - EXECUTION

3.13 RIP RAP (Figures 9040.110 and 9040.111)

- B. (ADD) Contractor shall construct an anchor trench along the toe of the slope prior to placement of riprap. Anchor trench shall be 2' deep, 4' wide, and extend along the entire length of slope.

SECTION 9050 - GABIONS AND REVET MATTRESSES

PART 1 - GENERAL

- 1.03 through 1.06:** (DELETE): ~~Comply with Division 1—General Provisions and Covenants~~ (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”

SECTION 9060 - CHAIN LINK FENCE

PART 1 - GENERAL

- 1.03 through 1.06:** (DELETE): ~~Comply with Division 1—General Provisions and Covenants~~ (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”

SECTION 9070 - LANDSCAPE RETAINING WALLS

PART 1 - GENERAL

- 1.03 through 1.06:** (DELETE): ~~Comply with Division 1—General Provisions and Covenants~~ (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”

PART 3 - EXECUTION

3.02 INSTALLATION

B. Modular Block Retaining Wall:

3. Tieback Reinforcement Installation: Install tieback reinforcement (ADD) every 24” of elevation. Geogrid shall conform to the manufacturer’s requirements and be installed according to the manufacturer’s requirements.

3.03 (ADD) NOTES ADDED TO FIGURES

- A. SUDAS 9070.101 - Tie backs will be required for each 2-feet of vertical wall elevation constructed.
- B. SUDAS 9070.102 - Geogrid reinforcement will be required for each 2-feet of vertical wall elevation constructed.
- C. SUDAS 9070.103 - Geogrid reinforcement will be required for each 2-feet of vertical wall elevation constructed.

SECTION 9071 - SEGMENTAL BLOCK RETAINING WALLS

PART 1 - GENERAL

1.03 through 1.06: (DELETE): ~~Comply with Division 1 – General Provisions and Covenants~~ (ADD) “Comply with Part I - General Conditions and Supplementary Conditions and Part II Technical Specifications Division 1”

SECTION 9072 - COMBINED CONCRETE SIDEWALK AND RETAINING WALL

PART 1 - GENERAL

1.03 through 1.06: (DELETE): ~~Comply with Division 1 – General Provisions and Covenants~~ (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”

SECTION 9080 - CONCRETE STEPS, HANDRAILS, AND SAFETY RAIL

PART 1 - GENERAL

1.03 through 1.06: (DELETE): ~~Comply with Division 1 – General Provisions and Covenants~~ (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”

DIVISION 10 – DEMOLITION

SECTION 10,010 - DEMOLITION OF BUILDING STRUCTURES

PART 1 - GENERAL

1.03 through 1.06: (DELETE): ~~Comply with Division 1 – General Provisions and Covenants~~ (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”

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DIVISION 11 – MISCELLANEOUS

SECTION 11,010 - CONSTRUCTION SURVEY

PART 1 - GENERAL

1.03 through 1.06: (DELETE): ~~Comply with Division 1 – General Provisions and Covenants~~ (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”

SECTION 11,020 – MOBILIZATION

PART 1 - GENERAL

1.03 through 1.06: (DELETE): ~~Comply with Division 1 – General Provisions and Covenants~~ (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”

SECTION 11,030 - TEMPORARY SERVICES DURING CONSTRUCTION

PART 1 - GENERAL

1.03 through 1.06: (DELETE): ~~Comply with Division 1 – General Provisions and Covenants~~ (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”

SECTION 11,040 - TEMPORARY SIDEWALK ACCESS

PART 1 - GENERAL

1.03 through 1.06: (DELETE): ~~Comply with Division 1 – General Provisions and Covenants~~ (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”

SECTION 11,050 - CONCRETE WASHOUT

PART 1 - GENERAL

1.03 through 1.06: (DELETE): ~~Comply with Division 1 – General Provisions and Covenants~~ (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”

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RESOLUTION APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES WITH
CLAPSADDLE-GARBER ASSOCIATES, INC. FOR THE SIDEWALK GAP YEAR 2
PROJECT #SDW20002, IN THE CITY OF MARSHALLTOWN, IOWA,
IN THE AMOUNT OF \$69,170.00

WHEREAS, the City Council of Marshalltown, Iowa, has negotiated an Agreement for professional services with Clapsaddle-Garber Associates; and

WHEREAS, the City Council of Marshalltown finds that this Agreement for Services is in the best interest of the City.

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

Section 1. That the attached Agreement for Professional Services with CGA, is hereby approved in all respects and particulars.

Section 2. That the Mayor and City Clerk be authorized and directed to execute said Contract for Services on behalf of the City of Marshalltown, Iowa.

Passed this 28th day of December 2020, and signed this ____ day of December 2020.

CITY OF MARSHALLTOWN

Joel Greer , Mayor

ATTEST:

Alicia Hunter, City Clerk

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by



Issued and Published Jointly by



This Agreement has been prepared for use with EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition. Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC® E-001, Commentary on the EJCDC Engineering Services Agreements, 2013 Edition.

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TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 – SERVICES OF ENGINEER	1
1.01 Scope	1
ARTICLE 2 – OWNER’S RESPONSIBILITIES.....	1
2.01 General	1
ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES.....	2
3.01 Commencement.....	2
3.02 Time for Completion	2
ARTICLE 4 – INVOICES AND PAYMENTS	2
4.01 Invoices.....	2
4.02 Payments	3
ARTICLE 5 – OPINIONS OF COST	3
5.01 Opinions of Probable Construction Cost	3
5.02 Designing to Construction Cost Limit	3
5.03 Opinions of Total Project Costs.....	4
ARTICLE 6 – GENERAL CONSIDERATIONS.....	4
6.01 Standards of Performance	4
6.02 Design Without Construction Phase Services	6
6.03 Use of Documents	6
6.04 Electronic Transmittals.....	7
6.05 Insurance	7
6.06 Suspension and Termination	8
6.07 Controlling Law.....	9
6.08 Successors, Assigns, and Beneficiaries	9
6.09 Dispute Resolution	10
6.10 Environmental Condition of Site.....	10
6.11 Indemnification and Mutual Waiver	11
6.12 Records Retention.....	12
6.13 Miscellaneous Provisions	12
ARTICLE 7 – DEFINITIONS.....	12
7.01 Defined Terms	12
ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS	16
8.01 Exhibits Included:	16
8.02 Total Agreement.....	17
8.03 Designated Representatives	17
8.04 Engineer's Certifications.....	17

**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of [] (“Effective Date”) between
City of Marshalltown, Iowa (“Owner”) and
Clapsaddle-Garber Associates, Inc. (“Engineer”).

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:
Marshalltown Sidewalk Improvements – Gap Year 2

("Project").

Other terms used in this Agreement are defined in Article 7.

Engineer's services under this Agreement are generally identified as follows: **Provide planning for the Anson Elementary Sidewalk Gap section; provide survey and design for the Anson and Fisher Elementary Sidewalk Gap sections; and provide for property acquisition for the Anson and Fisher Elementary Sidewalk Gap sections.**

The Anson Elementary Sidewalk Gap is anticipated to be on a single side of South Street from S 7th Ave to S 12th Ave, for an estimated 2,120 feet of new Sidewalk.

The Fisher Elementary Sidewalk Gap is anticipated to be on the East side of S 4th Street, from Pleasant View Road to W Meadow Lane; on the West side of S 4th Street, from Sunset Lane to Pleasant View Road; and on the North side of Pleasant View Road from S 4th Street to Bryngelson Drive, for an estimated 1,460 feet of new Sidewalk.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 Scope

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 General

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs,

instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.

- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
 - 1. any development that affects the scope or time of performance of Engineer's services;
 - 2. the presence at the Site of any Constituent of Concern; or
 - 3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 Time for Completion

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 *Payments*

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
 - 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
 - 2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F to this Agreement.

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
 - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
 - 2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;

- c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.
- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Owner shall procure and maintain insurance as set forth in Exhibit G. Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.

- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.06 *Suspension and Termination*

A. *Suspension:*

- 1. *By Owner:* Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
- 2. *By Engineer:* Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

B. *Termination:* The obligation to provide further services under this Agreement may be terminated:

- 1. For cause,
 - a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. by Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.
 - 3) Engineer shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of

receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. *Payments Upon Termination:*
1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.
 2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.07 *Controlling Law*

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

6.08 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any

assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

- C. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 - 3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.

- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**
- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations **and to the extent (if any) required in Exhibit I, "Limitations of Liability."**
- C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party

and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

- F. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:

1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.

11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in this Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.

22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an Additional Service and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day*:

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included*:

- A. Exhibit A, Engineer’s Services.
- B. Exhibit B, Owner’s Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.

- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative. – NOT USED
- E. Exhibit E, Notice of Acceptability of Work. – NOT USED
- F. Exhibit F, Construction Cost Limit. – NOT USED
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution.
- I. Exhibit I, Limitations of Liability.
- J. Exhibit J, Special Provisions. – NOT USED
- K. Exhibit K, Amendment to Owner-Engineer Agreement. – NOT USED
- L. Exhibit L, Anson Elementary Sidewalk Gap Area Overview
- M. Exhibit M, Fisher Elementary Sidewalk Gap Area Overview

8.02 *Total Agreement*

- A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;

3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: **City of Marshalltown, Iowa**

Engineer: **Clapsaddle-Garber Associates, Inc.**

By: _____

By:  _____

Print name:

Print name: **Matt D. Garber, P.E., P.L.S.**

Title: _____

Title: **President, C.E.O.**

Date Signed: _____

Date Signed: **12-21-2020**

Engineer License or Firm's Certificate No.:

Heather Ann Thomas, PE # 23208

State of: **Iowa**

Address for Owner's receipt of notices:

**24 N. Center Street
Marshalltown, Iowa 50158**

Address for Engineer's receipt of notices:

**16 E. Main Street
Marshalltown, Iowa 50158**

Designated Representative (Paragraph 8.03.A):

Justin Nickel, P.E.

Title: **Public Works Director / City Engineer**

Phone Number: **(641)-754-5734**

E-Mail Address: **jnickel@marshalltown-ia.gov**

Designated Representative (Paragraph 8.03.A):

Heather Thomas, P.E.

Title: **Project Manager**

Phone Number: **(641)-752-6701 x48**

E-Mail Address: **hthomas@cgaconsultants.com**

This is **EXHIBIT A**, consisting of 8 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [REDACTED].

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 Concept Development – Anson Elementary Sidewalk Gap (South Street from 7th Ave to 12th Ave)

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
2. Identify potential design obstacles with locating the sidewalk on the North or South side of South Street from 7th Ave to 12th Ave.
3. Advise Owner of findings and Coordinate with Owner to fully define the desired location and side of the street the Owner desires the sidewalk to be placed on. It is anticipated the Owner will only place the sidewalk on one side of the street.

A1.02 Survey & Design – Anson Elementary Sidewalk Gap (South Street from 7th Ave to 12th Ave)

A. After selection by Owner of the desired location of the South Street sidewalk from 7th Ave to 12th Ave, Engineer shall:

1. Perform Site Survey – The Engineer shall perform a topographic survey within the right-of-way on one side of the street as required for design and development of construction plans. The Iowa One Call Design Locate process will be utilized in an attempt to identify locations of existing underground utility facilities as well as observable utility indicators located by field survey personnel. The Engineer shall also review the project route to confirm ability of the route to accommodate the design concepts. Boundary survey will also be completed on a portion of the project to establish existing right-of-way.
2. Coordinate with Utility Companies - The Engineer shall coordinate with the Owner and other utilities (Alliant Energy, Century Link, Hawkins Electrical Service, Heart of Iowa, Mediacom, Windstream, and Marshalltown Water Works during the design phase of the project. This will include discussion of potential utility impacts on the City's monthly utility coordination meeting and other typical forms of correspondence.
3. Complete Preliminary Design and Prepare Preliminary Plans – The Engineer shall prepare preliminary designs and drawings to include the following: standard details; existing conditions, traffic control; typical sections; shared use path plan/profile; and existing tie-

Exhibit A – Engineer's Services

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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in locations. Needed property (temporary and permanent) will also be shown and discussed with the Owner. Visit the Site as needed to prepare the Preliminary Design Phase documents.

4. Compute Quantities and Prepare Preliminary Opinion of Probable Cost – The Engineer shall prepare a quantity takeoff from the preliminary plans to provide an estimate of quantities and an engineer's opinion of probable cost.
 5. Provide the Owner Preliminary Design Phase tasks or deliverables, which include: Preliminary Plans, Preliminary Plan for Property Acquisition Needs, and Preliminary Opinion of Probable Cost.
 6. Prepare final plans indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. The Engineer shall prepare final drawings to include the following: title sheet; estimate of quantities and specification reference information; standard details; existing conditions, traffic control; typical sections; shared use path plan/profile; existing tie-in locations; pavement jointing; construction area; cross sections; and SWPPP (if required). Final drawings shall be prepared in AutoCAD Civil3D and be in accordance with requirements for projects that will be locally let and funded.
 7. Compute Bid Quantities and Final Opinion of Probable Cost – The Engineer shall prepare a quantity takeoff from the final plans to provide an estimate of quantities and an engineer's opinion of probable cost.
 8. Prepare Storm Water Pollution Prevention Plan & NPDES Permit – The Engineer shall prepare and submit the NPDES General Permit #2 and SWPPP documentation to the Iowa DNR and the Owner, as needed. The Owner shall be responsible for permit application fees associated with submittal. Fees will be paid for by the Engineer and submitted to the Owner for reimbursement.
 9. Prepare Project Manual -- Prepare a project manual used in Bidding to assist the Owner in letting the project. The Owner will coordinate the public bidding process, prepare a bid tabulation, recommend bid award, and coordinate the execution of Contract between the Owner and Contractor.
- B. Engineer's services under the Survey & Design Phase will be considered complete on the date when Engineer has delivered to Owner the Final Plans, Final Opinion of Probable Construction Cost and Project Manual.

A1.03 *Property Acquisition – Anson Elementary Sidewalk Gap (South Street from 7th Ave to 12th Ave)*

- A. Note – The projected services are based on an estimated maximum of 14 parcels planned to be acquired through a right-of-entry agreement and 6 parcels planned to be acquired through a temporary easement agreement.
- B. Engineer shall prepare and provide the Owner a listing of the Property Acquisition needs based upon the Owner's selection of the desired location of the sidewalk. This list shall be made available to the Owner part way into the design of the Project. The Engineer shall obtain the Owner's verbal approval to proceed with property acquisition negotiations.

- C. For Right-of-Entry Agreements, the Engineer shall:
1. Coordinate, invite, and hold public information meeting for affected property owners.
 2. Prepare acquisition documents for right of entry on forms approved by the Owner. Each parcel file shall include:
 - a. Current Parcel Information from Marshall County Assessor GIS website
 - b. Right of Entry form
 - c. ROW Exhibit
 - d. Record of Contacts
 3. Provide right of entry negotiations. A maximum of three attempts / contacts shall be made before the Owner of the unsuccessful attempts. Further steps shall be performed as Additional Services.
 4. Submit signed Right of Entry documents to Owner for each obtained parcel and submit the Record of Contacts to Owner for each parcel that was unsuccessful.
- D. For Temporary Easement Agreements, the Engineer shall:
1. Coordinate, invite, and hold public information meeting for affected property owners.
 2. Prepare compensation estimates for parcels the Owner concurs with payment for the temporary construction easement. The compensation estimate will be prepared utilizing previously approved rates for the area of the needed easement, with a minimum easement value of \$100.00. This scope of services assumes easement compensation will be made to property owners only, and does not include estimation of compensation to tenants. A tree payment schedule and any payment for disturbance of private property shall be coordinated with the Owner.
 3. Prepare acquisition documents for temporary easements on forms approved by the OWNER. It is agreed upon that the temporary easement descriptions will not need to be certified by a licensed land surveyor and the easements will not be recorded with the County. Each parcel file shall include:
 - a. Current Parcel Information from Marshall County Assessor GIS website
 - b. Purchase Agreement
 - c. Offer to Purchase
 - d. Compensation Estimate (if compensated)
 - e. ROW Exhibit
 - f. IRS Form W-9 (if compensated)

- g. Record of Contacts
- 4. Provide temporary easement negotiations. A maximum of three attempts / contacts shall be made before notifying the Owner of the unsuccessful attempts. Further steps shall be performed as additional services.
- 5. Submit easement documents to the Owner for each parcel.
- 6. Mail payment checks, if desired.

A1.04 Survey & Design – Fisher Elementary Sidewalk Gap

- A. The Owner has determined the sidewalk shall be installed with the back edge of the sidewalk touching the property line in the following areas: on the East side of S 4th Street, from Pleasant View Road to W Meadow Lane; on the West side of S 4th Street, from Sunset Lane to Pleasant View Road; and on the North side of Pleasant View Road from S 4th Street to Bryngelson Drive, for an estimated 1,460 feet of new Sidewalk.
- B. Engineer shall:
 - 1. Perform Site Survey – The Engineer shall perform a topographic survey within the right-of-way on one side of the street as required for design and development of construction plans. The Iowa One Call Design Locate process will be utilized in an attempt to identify locations of existing underground utility facilities as well as observable utility indicators located by field survey personnel. The Engineer shall also review the project route to confirm ability of the route to accommodate the design concepts. Boundary survey will also be completed on a portion of the project to establish existing right-of-way.
 - 2. Coordinate with Utility Companies - The Engineer shall coordinate with the Owner and other utilities (Alliant Energy, Century Link, Hawkins Electrical Service, Heart of Iowa, Mediacom, Windstream, and Marshalltown Water Works during the design phase of the project. This will include discussion of potential utility impacts on the City's monthly utility coordination meeting and other typical forms of correspondence.
 - 3. Complete Preliminary Design and Prepare Preliminary Plans – The Engineer shall prepare preliminary designs and drawings to include the following: standard details; existing conditions, traffic control; typical sections; shared use path plan/profile; and existing tie-in locations. Needed property (temporary and permanent) will also be shown and discussed with the Owner. Visit the Site as needed to prepare the Preliminary Design Phase documents.
 - 4. Compute Quantities and Prepare Preliminary Opinion of Probable Cost – The Engineer shall prepare a quantity takeoff from the preliminary plans to provide an estimate of quantities and an engineer's opinion of probable cost.
 - 5. Provide the Owner Preliminary Design Phase tasks or deliverables, which include: Preliminary Plans, Preliminary Plan for Property Acquisition Needs, and Preliminary Opinion of Probable Cost.

6. Prepare final plans indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. The Engineer shall prepare final drawings to include the following: title sheet; estimate of quantities and specification reference information; standard details; existing conditions, traffic control; typical sections; shared use path plan/profile; existing tie-in locations; pavement jointing; construction area; cross sections; and SWPPP (if required). Final drawings shall be prepared in AutoCAD Civil3D and be in accordance with requirements for projects that will be locally let and funded.
 7. Compute Bid Quantities and Final Opinion of Probable Cost – The Engineer shall prepare a quantity takeoff from the final plans to provide an estimate of quantities and an engineer’s opinion of probable cost.
 8. Prepare Storm Water Pollution Prevention Plan & NPDES Permit – The Engineer shall prepare and submit the NPDES General Permit #2 and SWPPP documentation to the Iowa DNR and the Owner, as needed. The Owner shall be responsible for permit application fees associated with submittal. Fees will be paid for by the Engineer and submitted to the Owner for reimbursement.
 9. Prepare Project Manual -- Prepare a project manual used in Bidding to assist the Owner in letting the project. The Owner will coordinate the public bidding process, prepare a bid tabulation, recommend bid award, and coordinate the execution of Contract between the Owner and Contractor.
- C. Engineer’s services under the Survey & Design Phase will be considered complete on the date when Engineer has delivered to Owner the Final Plans, Final Opinion of Probable Construction Cost and Project Manual.

A1.05 Property Acquisition – Fisher Elementary Sidewalk Gap

- A. Note – The projected services are based on an estimated maximum of 12 parcels planned to be acquired through a right-of-entry agreement and 1 parcel planned to be acquired through a temporary easement agreement.
- B. Engineer shall prepare and provide the Owner a listing of the Property Acquisition needs based upon the identified location of the sidewalk. This list shall be made available to the Owner part way into the design of the Project. The Engineer shall obtain the Owner’s verbal approval to proceed with property acquisition negotiations.
- C. For Right-of-Entry Agreements, the Engineer shall:
 1. Coordinate, invite, and hold public information meeting for affected property owners.
 2. Prepare acquisition documents for right of entry on forms approved by the Owner. Each parcel file shall include:
 - a. Current Parcel Information from Marshall County Assessor GIS website
 - b. Right of Entry form

- c. ROW Exhibit
 - d. Record of Contacts
 - 3. Provide right of entry negotiations. A maximum of three attempts / contacts shall be made before the Owner of the unsuccessful attempts. Further steps shall be performed as Additional Services.
 - 4. Submit signed Right of Entry documents to Owner for each obtained parcel and submit the Record of Contacts to Owner for each parcel that was unsuccessful.
- D. For Temporary Easement Agreements, the Engineer shall:
- 1. Coordinate, invite, and hold public information meeting for affected property owners.
 - 2. Prepare compensation estimates for parcels the Owner concurs with payment for the temporary construction easement. The compensation estimate will be prepared utilizing previously approved rates for the area of the needed easement, with a minimum easement value of \$100.00. This scope of services assumes easement compensation will be made to property owners only, and does not include estimation of compensation to tenants. A tree payment schedule and any payment for disturbance of private property shall be coordinated with the Owner.
 - 3. Prepare acquisition documents for temporary easements on forms approved by the OWNER. It is agreed upon that the temporary easement descriptions will not need to be certified by a licensed land surveyor and the easements will not be recorded with the County. Each parcel file shall include:
 - a. Current Parcel Information from Marshall County Assessor GIS website
 - b. Purchase Agreement
 - c. Offer to Purchase
 - d. Compensation Estimate (if compensated)
 - e. ROW Exhibit
 - f. IRS Form W-9 (if compensated)
 - g. Record of Contacts
 - 4. Provide temporary easement negotiations. A maximum of three attempts / contacts shall be made before notifying the Owner of the unsuccessful attempts. Further steps shall be performed as additional services.
 - 5. Submit easement documents to the Owner for each parcel.
 - 6. Mail payment checks, if desired.

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.
1. Changes in the general scope, extent, or character of the services provided, including but not limited to changes in size, location, complexity, schedule, character of construction or method of financing; and revising previously accepted studies, reports, or design documents when such revisions are required by changes in laws, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies/reports/documents or designs or due to any other causes beyond the Engineer's control.
 2. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
 3. Other services that may include expanding the scope of the Project and work to be completed, including, but not limited to:
 - a. Providing design of any storm sewer system improvements.
 - b. Providing property acquisition services in excess of the number of parcels identified in the Basic Services.
 - c. Preparation of Full and Review Appraisals for Property Acquisition for properties needing more than the previously approved compensation estimate. Providing additional property acquisition contacts in excess of three.
 - d. Providing services for properties needing to go through the condemnation process for property acquisition.
 - e. Designing Traffic signal/signage improvements or pedestrian crossing areas.
 - f. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
 - g. Bidding or Negotiation Phase Services
 - h. Construction Phase Services, including, but not limited to Construction Administration, Staking, Testing, and Observation
 - i. Performing SWPPP Inspections and Documentation
 - j. Post-Construction Services, including, but not limited to Post Construction Property Staking and Record Drawings

A2.02 *Additional Services Not Requiring Owner's Written Authorization*

A. None.

This is **EXHIBIT B**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [REDACTED].

Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
- B. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- D. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
 - 1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.

2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
- E. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- F. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.

This is **EXHIBIT C**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [REDACTED].

Payments to Engineer for Services and Reimbursable Expenses

COMPENSATION PACKET BC-2: Basic Services – Standard Hourly Rates

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation For Basic Services (other than Resident Project Representative) – Standard Hourly Rates Method of Payment

- A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:
 - 1. An amount equal to the cumulative hours charged to the Project by each class of Engineer’s personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer’s Consultants’ charges, if any.
 - 2. The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer’s services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Engineer’s Consultants’ charges.
 - 3. Engineer’s Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit C as Appendices 1 and 2.
 - 4. The total compensation for services under Paragraph C2.01 is estimated to be **\$69,170** based on the following estimated distribution of compensation:
 - a. **Concept Development – Anson Elementary Sidewalk Gap \$ 1,980**
 - b. **Survey & Design – Anson Elementary Sidewalk Gap \$ 23,920**
 - c. **Property Acquisition – Anson Elementary Sidewalk Gap \$ 16,320**
 - d. **Survey & Design – Fisher Elementary Sidewalk Gap \$ 17,270**
 - e. **Property Acquisition – Fisher Elementary Sidewalk Gap \$ 9,680**
 - 5. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner. See also C2.03.C.2 below.

6. The total estimated compensation for Engineer's services included in the breakdown by phases as noted in Paragraph C2.01.A.3 incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Consultants' charges.
7. The amounts billed for Engineer's services under Paragraph C2.01 will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultants' charges.
8. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of December 31st) to reflect equitable changes in the compensation payable to Engineer.

C2.02 *Compensation For Reimbursable Expenses*

- A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.
- B. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
- C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of one (ie. No mark-up.)

C2.03 *Other Provisions Concerning Payment*

- A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of one (ie No mark-up.)
- B. *Factors:* The external Reimbursable Expenses and Engineer's Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
- C. *Estimated Compensation Amounts:*
 1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.

2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend the Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.
- D. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

COMPENSATION PACKET AS-1: Additional Services – Standard Hourly Rates

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

C2.05 Compensation for Additional Services – Standard Hourly Rates Method of Payment

- A. Owner shall pay Engineer for Additional Services, if any, as follows:
1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.
- B. *Compensation For Reimbursable Expenses:*
1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
 2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
 3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of **one (ie. No mark up.)**
 4. The Reimbursable Expenses Schedule will be adjusted annually (**as of December 31st**) to reflect equitable changes in the compensation payable to Engineer.
- C. *Other Provisions Concerning Payment for Additional Services:*
1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of **one (ie. No mark up.)**

2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

This is **Appendix 1 to EXHIBIT C**, consisting of **1** page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [REDACTED].

Reimbursable Expenses Schedule

Reimbursable Expenses are subject to review and adjustment per Exhibit C. Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

8"x11" Copies/Impressions	\$ [REDACTED] /page
Copies of Drawings	\$ [REDACTED] /sq. ft.
Mileage (auto)	\$ 0.65 / mile
Mileage (light truck / survey trucks)	\$ 1.00 / mile
Air Transportation	at cost
CAD Charge	\$ [REDACTED] /hour
Laboratory Testing	at cost
Health and Safety Level D	\$ [REDACTED] /day
Health and Safety Level C	\$ [REDACTED] /day
Meals and Lodging	at cost
ATV	\$ 55.00 / day
Total Station / GPS Survey Equipment	\$ 25.00 / hour
Newspaper Publication Fees	at cost
Iowa DNR NPDES Permit Fees	at cost
Other Expenses	at cost

This is **Appendix 2 to EXHIBIT C**, consisting of **1** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [REDACTED].

Standard Hourly Rates Schedule

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Article C2.

B. *Schedule:*

Hourly rates for services performed on or after the date of the Agreement (and effective through December 31, 2020) are:



Hourly Rate Schedule
Clapsaddle-Garber Associates, Inc.

The following hourly rates shall be effective through December 31, 2020.

Sr. Project Manager	\$140.00	Sr. Professional Land Surveyor	\$117.00
Project Manager	\$120.00	Professional Land Surveyor	\$99.00
Associate Project Manager	\$113.00	Sr. Lead Surveyor	\$97.00
Sr. Project Engineer	\$107.00	Lead Surveyor	\$77.00
Project Engineer	\$101.00	Survey Tech	\$57.00
Sr. Design Engineer	\$92.00	Summer Intern	\$46.00
Design Engineer II	\$88.00		
Design Engineer I	\$81.00	Survey Crew (One Person)	\$85.00
		Survey Crew (Two Person)	\$129.00
Sr. Design Tech	\$82.00		
Design Tech	\$75.00		
Sr. CADD Tech	\$68.00	Construction Project Manager	\$89.00
CADD Tech	\$59.00	Sr. Construction Tech	\$69.00
		Construction Tech	\$59.00
GIS Director	\$115.00	Lab Manager	\$74.00
Planner, Project Manager	\$110.00		
Aviation Specialist	\$89.00	Sr. Administrative Assistant	\$66.00
ROW Agent	\$83.00	Administrative Assistant	\$56.00
GIS Technician	\$71.00		
Partner	\$202.00		
Principal	\$156.00		

This is **EXHIBIT G**, consisting of **2** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [REDACTED].

Insurance

Paragraph 6.05 of the Agreement is supplemented to include the following agreement of the parties:

G6.05 Insurance

A. The limits of liability for the insurance required by Paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1. By Engineer:

a. Workers' Compensation: Statutory

b. Employer's Liability --

- 1) Bodily injury, each accident: \$ 500,000
- 2) Bodily injury by disease, each employee: \$ 500,000
- 3) Bodily injury/disease, aggregate: \$ 500,000

c. General Liability --

- 1) Each Occurrence (Bodily Injury and Property Damage): \$ 1,000,000
- 2) General Aggregate: \$ 2,000,000

d. Excess or Umbrella Liability --

- 1) Per Occurrence: None
- 2) General Aggregate: None

e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):

\$ 1,000,000

f. Professional Liability --

- 1) Each Claim Made \$ 1,000,000
- 2) Annual Aggregate \$ 1,000,000

g. Other (specify): None

~~2. By Owner:~~

~~a. Workers' Compensation: Statutory~~

Exhibit G – Insurance.

~~b. Employer's Liability~~

- ~~1) Bodily injury, Each Accident \$[]~~
- ~~2) Bodily injury by Disease, Each Employee \$[]~~
- ~~3) Bodily injury/Disease, Aggregate \$[]~~

~~c. General Liability~~

- ~~1) General Aggregate: \$[]~~
- ~~2) Each Occurrence (Bodily Injury and Property Damage): \$[]~~

~~d. Excess Umbrella Liability~~

- ~~1) Per Occurrence: \$[]~~
- ~~2) General Aggregate: \$[]~~

~~e. Automobile Liability - Combined Single Limit (Bodily Injury and Property Damage):~~

~~\$[]~~

~~f. Other (specify): \$[]~~

~~B. Additional Insureds:~~

- ~~1. The following individuals or entities are to be listed on Owner's general liability policies of insurance as additional insureds:~~

~~a. []
Engineer~~

~~b. []
Engineer's Consultant~~

~~c. []
Engineer's Consultant~~

~~d. []
{other}~~

- ~~2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability policies of insurance.~~

- ~~3. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.05.A.~~

Exhibit G – Insurance.

Dispute Resolution

Paragraph 6.09 of the Agreement is supplemented to include the following agreement of the parties:

H6.08 *Dispute Resolution*

- A. *Mediation:* Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by a **mutually agreed upon mediator or mediation service**. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

[or]

- ~~A. *Arbitration:* All Disputes between Owner and Engineer shall be settled by arbitration in accordance with the insert the name of a specified arbitration service or organization here rules effective at the Effective Date, subject to the conditions stated below. This agreement to arbitrate and any other agreement or consent to arbitrate entered into in accordance with this Paragraph H6.09.A will be specifically enforceable under prevailing law of any court having jurisdiction.~~
- ~~1. Notice of the demand for arbitration must be filed in writing with the other party to the Agreement and with the specified arbitration service or organization. The demand must be made within a reasonable time after the Dispute has arisen. In no event may the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such Dispute would be barred by the applicable statute of limitations.~~
- ~~2. All demands for arbitration and all answering statements thereto which include any monetary claims must contain a statement that the total sum or value in controversy as alleged by the party making such demand or answering statement is not more than \$[REDACTED] (exclusive of interest and costs). The arbitrators will not have jurisdiction, power, or authority to consider, or make findings (except in denial of their own jurisdiction) concerning any Dispute if the amount in controversy in such Dispute is more than \$[REDACTED] (exclusive of interest and costs), or to render a monetary award in response thereto against any party which totals more than \$[REDACTED] (exclusive of interest and costs). Disputes that are not subject to arbitration under this paragraph may be resolved in any court of competent jurisdiction.~~
- ~~3. The rules of any arbitration shall be supplemented to include the following: The award rendered by the arbitrators shall be in writing, and shall include (a) a precise breakdown of the award, and (b) a written explanation of the award specifically citing the Agreement provisions deemed applicable and relied on in making the award.~~

Exhibit H - Dispute Resolution.

4. ~~The award rendered by the arbitrators will be consistent with the Agreement of the parties and final, and judgment may be entered upon it in any court having jurisdiction thereof, and will not be subject to appeal or modification.~~
5. ~~If a Dispute in question between Owner and Engineer involves the work of a Contractor, Subcontractor, or consultants to the Owner or Engineer (each a "Joinable Party"), and such Joinable Party has agreed contractually or otherwise to participate in a consolidated arbitration concerning this Project, then either Owner or Engineer may join such Joinable Party as a party to the arbitration between Owner and Engineer hereunder. Nothing in this Paragraph H6.09.A.5 nor in the provision of such contract consenting to joinder shall create any claim, right, or cause of action in favor of the Joinable Party and against Owner or Engineer that does not otherwise exist.~~

This is **EXHIBIT I**, consisting of **2** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [REDACTED].

Limitations of Liability

Paragraph 6.11 of the Agreement is supplemented to include the following agreement of the parties:

A. *Limitation of Engineer's Liability*

[NOTE TO USER: Select one of the three alternatives listed below for I6.11. A.1]

1. *Engineer's Liability Limited to Stated Amount, or Amount of Engineer's Compensation:* To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants, to Owner and anyone claiming by, through, or under Owner for any and all injuries, claims, losses, expenses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project, Engineer's or its Consultants' services. or this Agreement, from any cause or causes whatsoever, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants, shall not exceed the total amount of **\$50,000** or the total compensation received by Engineer under this Agreement, whichever is greater. Higher limits are available for an additional fee.

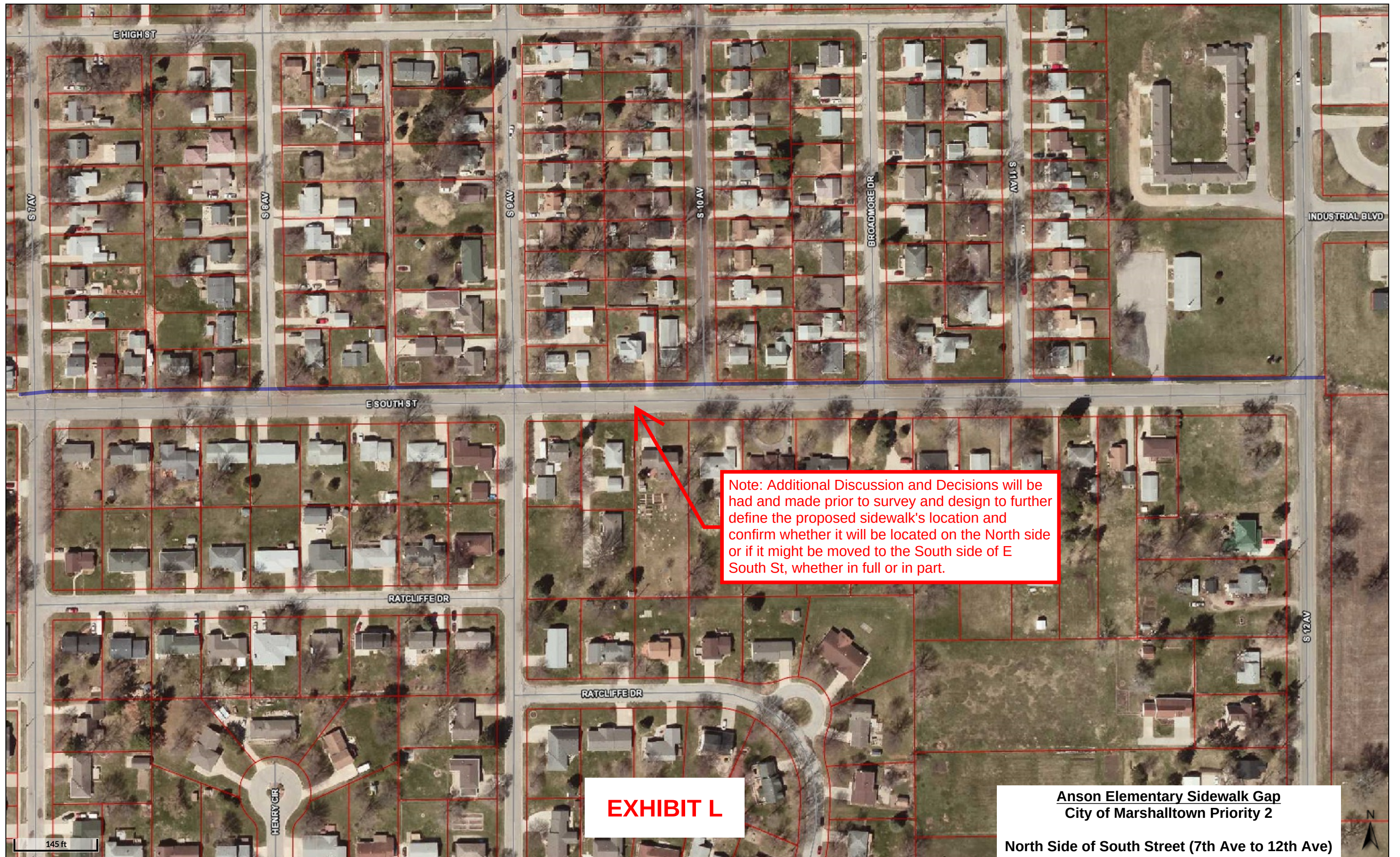
2. *Exclusion of Special, Incidental, Indirect, and Consequential Damages:* To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision in the Agreement, consistent with the terms of Paragraph 6.11, the Engineer and Engineer's officers, directors, members, partners, agents, Consultants, and employees shall not be liable to Owner or anyone claiming by, through, or under Owner for any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes, including but not limited to:

including loss of use, loss of product, cost of capital, loss of goodwill, lost revenues or loss of profit, interruption of business, down time costs, loss of data, cost of cover, or governmental penalties or fines.

- B. *Indemnification by Owner:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury

to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.

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Note: Additional Discussion and Decisions will be had and made prior to survey and design to further define the proposed sidewalk's location and confirm whether it will be located on the North side or if it might be moved to the South side of E South St, whether in full or in part.

EXHIBIT L

Anson Elementary Sidewalk Gap
City of Marshalltown Priority 2
North Side of South Street (7th Ave to 12th Ave)



EXHIBIT M

Fisher Elementary Sidewalk Gap
City of Marshalltown Priority 2

East Side of 4th Street (Pleasantview to Meadow Ln)
West Side of 4th Street (Sunset to Pleasantview)
North Side of Pleasantview from 4th St to Bryngelson

73 ft



MARSHALLTOWN

— I O W A —

Department of Public Works

Joel Greer, Mayor
Jessica Kinser, Administrator
Justin Nickel, Public Works Dir.
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5799
Fax - (641) 754-5717

December 28, 2020

To: Mayor Joel T.S. Greer
Members of the City Council

From: Justin Nickel, P.E.
Public Works Director

Re: Engineering Services Agreement – Clappsadle-Garber Associates, Inc. for engineering design services for Sidewalk Gap project Year Two (SDW20002).

Policy Issue: City policy requires Governing Body approval of amendments to engineering services agreements.

Recommendation: Staff recommends approving the Agreement with CGA for engineering design services for a fee not to exceed \$69,170.

Background: CGA has prepared a engineering contract for the concept development, survey, design and property acquisition for sidewalk gaps in the vicinity of Fisher Elementary and Anson Elementary schools.

Budget Impact: The Council previously borrowed \$375,000 in 2019 GO bonds.

Attachment: Agreement

cc: Jessica Kinser, City Administrator

City Council

Susan Cahill, Michael Gowdy, Al Hoop,
Gabriel Isom, Gary Thompson, Bill Martin, Bethany Wirin



**RESOLUTION APPOINTING _____ TO FILL
THE VACANCY OF FIRST WARD COUNCILOR**

WHEREAS, Sue Cahill was elected as First Ward Council representative and began her elected term on January 1, 2018; and

WHEREAS, Sue Cahill was elected to serve in the Iowa House and has submitted her resignation as of December 31, 2020, creating a vacancy for the First Ward Council representative;

WHEREAS, the City Council of the City of Marshalltown, Iowa, calls for an appointment to fill the vacancy of the First Ward Council representative; and

WHEREAS, the City Clerk has published the notice required by Section 372.13(2)(a)(2) of the Code of Iowa; and

WHEREAS, the City Council believes that an appointment is in the best interests of the City of Marshalltown and its citizens and interviewed candidates on December 21, 2020; and

WHEREAS, the City Council believes that _____ is an appropriate candidate for the appointment.

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

Section 1. This appointment is effective January 1 to December 31, 2021.

Section 2. The appointment of _____ as the First Ward Council representative, is hereby confirmed and ratified.

Passed this 28th day of December, 2020, and signed this _____ day of December, 2020.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

**RESOLUTION APPROVING THE FY2020 COMPREHENSIVE ANNUAL FINANCIAL
REPORT FOR THE CITY OF MARSHALLTOWN**

WHEREAS, the City's Finance Staff have completed the FY 2020 Comprehensive Annual Financial Report (CAFR);

WHEREAS, the City Council must approve the report;

WHEREAS, the City Council finds this action is in the best interest of the City of Marshalltown, Iowa;

WHEREAS, the City Council directs the City Finance Director to submit the report to the Auditor of State on or prior to March 31, 2021;

THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA: to approve the FY 2020 Comprehensive Annual Financial Report (CAFR).

Passed this 28th day of December, 2020, and signed this ____ day of December, 2020.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter City Clerk

MARSHALLTOWN

I O W A

Joel Greer, Mayor
Jessica Kinser, Administrator
Diana Steiner, Finance Director
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5760
Fax - (641) 754-5781

FINANCE DEPARTMENT

December 18, 2020

To: Mayor Joel Greer
Members of the City Council

From: Diana Steiner, Finance Director

Re: Comprehensive Annual Financial Report (CAFR) for fiscal year ending June 30, 2020

Recommendation: Staff recommends approving the June 30, 2020 CAFR.

Background: The Finance Department has prepared the 6/30/20 CAFR. The report presents the City's financial information on an accrual basis in accordance with governmental accounting standards. Revenues for the year excluding the component unit totaled \$42,106,605 and expenses excluding component units totaled \$34,105,813 (see page 14). The component unit is Marshalltown Water Works.

The CAFR contains various sections but the Management Discussion and Analysis (MD&A) prepared by the City Finance Department provides a summary of the report (see pages 11-19). Many of the tables distinguish between Governmental Activities and Business-Type Activities and then also provide totals and a comparison to last fiscal year.

As you recall, FY19 was the year the EF-3 tornado hit Marshalltown and both City property and businesses and residencies on the north side of town were affected. Except for a street project, the majority of eligible FEMA expenditures were made in FY19, but the revenues of approximately \$1.4 million from FEMA and the State were not received until FY20. The street replacement has been completed in FY21, so FEMA/State reimbursement should come in this fiscal year or next. Likewise the revenue from the FEMA demolition, administration, and donation projects should be received in FY21 or FY22.

City Council
Susan Cahill, Mike Gowdy, Al Hoop,
Gabriel Isom, Bill Martin, Gary Thompson, Bethany Wirin

The City borrowed \$8 million for streets, sidewalks, parks, a trail bridge replacement, and sewer projects. Approximately \$5.1 million of debt was retired. In addition, \$8.2 million was refunded to lower interest rates. Overall outstanding principal debt was \$33.9 million for governmental activities and \$18.4 million for business-type activities.

Capital assets increased by \$9.7 million. This is primarily due to the remodel of the Veterans Memorial Coliseum and the completion of the Police and Fire Building.

The fund balance in the General Fund increased from \$4.9 million to \$5.2 million. Page 44 shows that \$4.2 million is unrestricted; however \$2.4 million is in a cash flow reserve fund that cannot be spent without Council publishing a notice of the proposed uses and holding a public hearing.

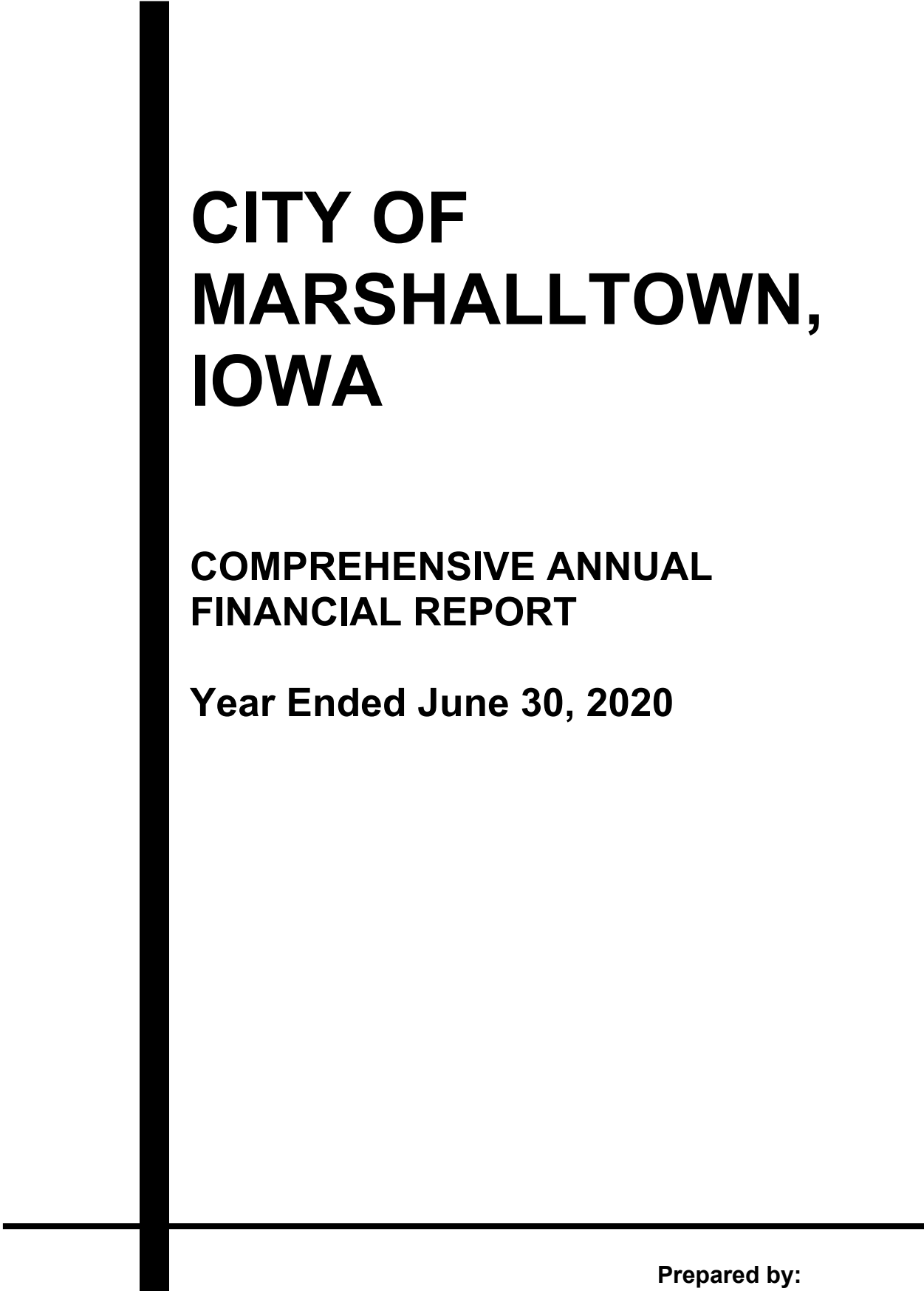
Eide Bailly LLP has also completed its annual audit of the City (see pages 8-10 for their report). The City received an unmodified ("clean") opinion, which means the report is presented fairly, in all material respects. The compliance sections outline the findings of the annual audit (see pages 139-147). There were no findings this year.

Attachment: Resolution Approving Annual Financial Report for FY2020
Marshalltown CAFR 2020

cc: Jessica Kinser, City Administrator

City Council

Susan Cahill, Mike Gowdy, Al Hoop,
Gabriel Isom, Bill Martin, Gary Thompson, Bethany Wirin



CITY OF MARSHALLTOWN, IOWA

COMPREHENSIVE ANNUAL FINANCIAL REPORT

Year Ended June 30, 2020

Introductory Section

Letter of Transmittal	1
Certificate of Achievement for Excellence in Financial Reporting	5
City Organizational Chart	6
Officials	7

Financial Section

Independent Auditor's Report	8
Management Discussion and Analysis (MD&A)	11
Basic Financial Statements	
Government-Wide Financial Statements:	
Statement of Net Position	20
Statement of Activities	22
Governmental Fund Financial Statements:	
Balance Sheet – Governmental Funds	24
Reconciliation of the Balance Sheet Governmental Funds to the Statement of Net Position	25
Statement of Revenues, Expenditures, and Changes in Fund Balances – Governmental Funds	26
Reconciliation of the Statement of Revenues, Expenditures, and Changes in Fund Balances Governmental Funds to the Statement of Activities	28
Proprietary Fund Financial Statements:	
Statement of Net Position – Proprietary Funds	29
Statement of Revenues, Expenses, and Changes in Fund Net Position – Proprietary Funds	31
Statement of Cash Flows – Proprietary Funds	32
Statement of Fiduciary Net Position – Fiduciary Funds	34
Notes to Financial Statements	35

Required Supplementary Information

Schedule of Changes in the City's Total OPEB Liability, Related Ratios, and Notes	75
Budgetary Comparison Schedule of Receipts, Disbursements, and Changes in Balances – Budget and Actual (Cash Basis) – Governmental Funds and Enterprise Funds	76
Budgetary Comparison Schedule – Budget to GAAP Reconciliation	77
Notes to Required Supplementary Information – Budgetary Reporting	78
Schedule of City's Proportionate Share of Net Pension Liability – Iowa Public Employees' Retirement System – IPERS	79
Schedule of City Contributions – Iowa Public Employees' Retirement System – IPERS	80
Notes to Required Supplementary Information – Pension Liability – Iowa Public Employees' Retirement System – IPERS	81
Schedule of City's Proportionate Share of Net Pension Liability Municipal Fire and Police Retirement System of Iowa – MFPRSI	82
Schedule of City Contributions – Municipal Fire and Police Retirement System of Iowa – MFPRSI	83

Other Supplementary Information

Nonmajor Governmental Funds	
Combining Balance Sheet – Nonmajor Governmental Funds	86
Combining Statement of Revenues, Expenditures and Changes in Fund Balances (Deficit) – Nonmajor Governmental Funds	88

Combining Financial Statements	
Combining Statement of Net Position – Nonmajor Enterprise Funds	91
Combining Statement of Revenues, Expenditures and Changes in Fund Net Position – Nonmajor Enterprise Funds	93
Combining Statement of Cash Flows – Nonmajor Enterprise Funds	94
Combining Financial Statements	
Combining Statement of Net Position – Internal Service Funds.....	97
Combining Statement of Revenues, Expenses, and Changes in Fund Net Position – Internal Service Funds	98
Combining Statement of Cash Flows – Internal Service Funds.....	99
Combining Financial Statements	
Combining Statement of Changes in Assets and Liabilities – All Agency Funds	101
Long-Term Debt	
Schedule of Bond Maturities	103
Statistical Section (Unaudited)	
Statistical Section - Contents	110
Net Position by Component.....	111
Program Revenues by Function/Program.....	115
Fund Balances – Governmental Funds.....	116
Changes in Fund Balances – Governmental Funds	117
Tax Revenues by Source – Governmental Funds	118
General Governmental Tax Revenues by Source.....	119
Tax Rates – Direct and Overlapping Governments	121
Principal Property Taxpayers	122
Sales Tax.....	123
Property Tax Levies and Collections	124
Ratios of Outstanding Debt by Type	125
Ratios of General Bonded Debt Outstanding.....	126
Direct and Overlapping Governmental Activities Debt	127
Legal Debt Margin Information.....	128
Pledged – Revenue Coverage	129
Demographic and Economic Statistics	130
Principal Employers.....	131
Full-Time Equivalent City Government Employees by Function/Program	132
Operating Indicators by Function/Program	133
Capital Asset and Employment Statistics by Function/Program.....	134
Water Pollution Control – Historic Earnings	135
Water Pollution Control – Number of Customers by Type.....	136
Water Pollution Control – Present Net Position	137
Water Pollution Control – Major Users – Two Year Comparison	138
Compliance Section	
Schedule of Expenditures of Federal Awards	143
Notes to the Schedule of Expenditures of Federal Awards	145
Schedule of Findings and Questioned Costs	146

Introductory Section

June 30, 2020

City of Marshalltown

MARSHALLTOWN

— I O W A —

Joel Greer, Mayor
Jessica Kinser, Administrator
Diana Steiner, Finance Director
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5760
Fax - (641) 754-5781

December 11, 2020

To the Honorable Mayor, City Council Members
And Citizens of the City of Marshalltown, Iowa:

The City of Marshalltown, Iowa, is required by various state and federal regulations to publish a complete set of financial statements presented in conformity with accounting principles generally accepted in the United States of America (generally accepted accounting principles or GAAP) and audited in accordance with auditing standards generally accepted in the United States of America by a firm of licensed certified public accountants. Pursuant to these requirements, the Comprehensive Annual Financial Report (CAFR) of the City of Marshalltown, Iowa for the fiscal year ended June 30, 2020 as prepared by the Finance Department is hereby submitted in accordance with the provisions of Chapter 11.6 of the Code of Iowa.

Management assumes full responsibility for the completeness and reliability of the information contained in this report, based upon a comprehensive framework of internal control that it has established for this purpose. Because the cost of internal control should not exceed anticipated benefits, the objective is to provide reasonable, rather than absolute, assurance that the financial statements are free of any material misstatements.

The City's financial statements have been audited by Eide Bailly, L.L.P, a firm of licensed Certified Public Accountants, and they have issued an unmodified ("clean") opinion on the City's financial statements for the year ended June 30, 2020. The independent auditor's report is located at the front of the financial section of this report.

The independent audit of the financial statements of the City was part of a broader, federally mandated "Single Audit" designed to meet the special needs of federal grantor agencies. The standards governing single audit engagements require the independent auditor to report not only on the fair presentation of the financial statements, but also on the audited government's internal controls and compliance with legal requirements, with special emphasis on internal controls and legal requirements involving the administration of federal awards. Information related to this single audit, including the Schedule of Expenditures of Federal Awards, Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards, Independent Auditor's Report on Compliance for the Major Program and Report on Internal Control over Compliance Required by the Uniform Guidance and Schedule of Findings and Questioned Costs is included in the section entitled Compliance Section.

Management's discussion and analysis (MD&A) immediately follows the independent auditor's report and provides a narrative introduction, overview, and analysis of the basic financial statements. The MD&A complements this letter of transmittal and should be read in conjunction with it.

Profile of the City

The City was incorporated July 27, 1863 under the laws of the State of Iowa, later amended on June 16, 1975 under the City Home Rule Act. Marshalltown is located in the central region of the state, with a land area of 19.28 square miles and a population of 27,552 as of the 2010 census. The City is empowered to levy a property tax on real property located within its boundaries, and has the power to extend its corporate limits by annexation.

The City operates under a mayor-council form of government. Setting policy and legislative authority are vested in the seven-member council. The City Council is responsible for passing ordinances, resolutions, adopting and amending the budget, appointing committees and hiring the City Administrator as provided by city ordinance. The Mayor and Council are elected for a four-year staggered term rotation, allowing continuity within the membership. Four of the council members are elected from within their respective districts. The mayor and the three remaining council members are elected at large. The City Administrator, hired by the City Council is responsible for carrying out the policies and ordinances of the council, overseeing the day-to-day operations of the government, and for hiring the City Clerk and department managers.

The City provides the following services as authorized by its charter: public safety, public works, culture, recreation, and community development. The City also provides additional services including sewage collection and disposal, a compost facility, a transit system, and municipal parking lots.

The City's financial statements include all funds, departments, boards and commissions, and other government entities that do not have separate legal status as required by accounting principals generally accepted in the United States of America.

In Marshalltown, the library is overseen by a board of directors and included in the operations of the general fund. The water distribution system, administered by an independent utility board of trustees, is included as a component unit of the City.

The annual budget serves as the foundation for the City of Marshalltown's financial planning, development and control. The City Administrator and Finance Director are responsible for developing a budget proposal to the City Council. The proposed budget is presented to the Council January through March of each year. The Council is required to hold public hearings on the proposed budget and to adopt the final budget no later than March 31 for the fiscal year beginning the following July first. The appropriated budget is prepared by fund and function.

Local Economy

The 2010 census showed Marshalltown's population increasing 5.9% from 26,009 to 27,552. Unemployment in the City was at 6.3% as of June 2020. This is lower than the Iowa rate of 8.0% as of June 2020. Due to the Covid-19 pandemic, the City's unemployment rate was 2.5% higher than the prior year.

The number of building permits decreased in fiscal year 2020 compared to 2019. 11 new residential construction building permits were issued creating 23 housing units for a value of \$4,473,000. 42 residential remodeling, repairs, and addition permits were issued for a value of \$541,000. Total building permit activity for commercial industrial, residential and accessory structures totaled 178 building permits with a valuation of \$37,118,000. This included large projects such as Lennox Industries improvements, a new grocery store downtown, tornado recovery work to the Marshalltown Senior Residences, renovations to the Coliseum, rebuilding of Wells Fargo downtown and 8 new units at Crosby Park.

The Local Option Sales Tax (LOST) which begun April 1, 2000 was voted and approved for another ten-year extension which will end in 2025. The voters passed a referendum August 1, 2017 to reallocate the LOST from 75% being designated for property tax relief, 20% for street projects and 5% allocated for council designated to 78% for property tax relief and 22% for council designated. This became effective November 1, 2017. For fiscal year ending June 30, 2020 the City collected approximately \$4.0 million (accrual basis).

Major Initiatives

Multi-family residential growth continues to be strong in the community as well. Crosby Park was able to fill all 14 new market rate units in 2020 and began construction on another 8 units with a construction value of \$1.3 million. Kading Properties continues growth in Marshalltown as well. They have constructed and rented 40-market rate duplex units in the southeast side of the community and will be constructing 94 new market rate duplex units in the northwest part of the community in 2021. The renovation of the Marshalltown Senior Residences, which was damaged in the 2018 tornado, will be completed and reoccupied in 2021. Construction is also expected to be completed on Marshalltown Lofts in 2021, a new multi-family complex in downtown with 50 units with a construction value of \$6 million. This project is funded in part with low-income housing tax credits and most of the units will be income restricted.

The City partnered with the Marshalltown Area Chamber of Commerce to develop a Housing Strategy to help promote the development and construction of new single-family homes, putting a new emphasis on growth of the community. Both the Chamber and the City have pledged \$2,500 per home for the first 100 homes built as an incentive to new homebuyers in lieu of tax abatement. The Chamber is working to secure the remaining \$5,000 per home to provide a \$10,000 buyer incentive for new homes. This program will be available in 2021. The City also sold land acquired for the construction of South 7th Avenue, which was platted into 15 single family residential lots. Construction will start in 2021 on new homes, aligning well with the new construction incentive.

The City is also planning two major new roadway projects which will open up hundreds of acres for industrial and commercial development. A grant from the Iowa DOT will help fund an extension of Edgewood Street and 8th Avenue. This project will address safety issues along Highway 14 while also opening up approximately 50 acres of new land owned by the City for industrial development. The City received a 2.9-million-dollar grant for this project and construction has begun in September 2020. The City is also moving forward with continuing East Merle Hibbs Road, which will make connections to a densely populated neighborhood and open up nearly 100 acres of agricultural land for new commercial and residential development.

The City also continues to work with the Iowa DOT to plan improvements to the Highway 14 /North 3rd Avenue corridor. A study completed in 2018 provided many recommendations for improving the flow of traffic as well as safety improvements for pedestrians and motorists and aesthetic improvements for residents. This project is targeted for 2022.

The City has begun the renovation of the Veterans Memorial Coliseum. This project is funded with insurance proceeds, donations and grants, and cash to be designated by the City Council, totaling more than \$3.8 million. The anticipated open date is early 2021.

The City completed the construction of a new \$17.5 million Police and Fire Building in August of 2019. Both departments have a state-of-the-art location which is designed to meet the future needs of public safety in the community. The City has sold the former Police Station to YSS of Marshall County and have sold the old Fire Station to a private investor.

Long-Term Financial Planning

Maintenance and rehabilitation of the City's infrastructure (such as streets, sewers and bridges) have been the major priority of the City during the last five years. The City annually adopts a five-year Capital Improvement Program that provides a framework for the development and maintenance of infrastructure to meet current and future needs. In conjunction with this program, the City of Marshalltown includes a 5-year equipment replacement plan.

Awards and Acknowledgements

The Government Finance Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the City for its comprehensive annual financial report for the years ending June 30, 1990, and consecutively 1993 through 2019. The Certificate of Achievement is a prestigious national award, recognizing conformance with the highest standards for preparation of state and local government financial reports.

In order to be awarded a Certificate of Achievement, a government unit must publish an easily readable and efficiently organized comprehensive annual financial report. This report must satisfy both generally accepted accounting principles and applicable legal requirements.

A Certificate of Achievement is valid for a period of one year only. We believe that our current comprehensive annual financial report continues to meet the Certificate of Achievement Program's requirements, and we are submitting it to the GFOA to determine its eligibility for another certificate.

The preparation of this report could not be accomplished without the dedicated services of the entire Finance Department staff. We also want to acknowledge the assistance from many other department staff, agencies and organizations which are all vital to the culmination of this report.

Respectfully submitted,

A handwritten signature in dark ink, reading "Diana Steiner". The signature is fluid and cursive, with the first name "Diana" and last name "Steiner" clearly distinguishable.

Diana Steiner
Finance Director



Government Finance Officers Association

Certificate of
Achievement
for Excellence
in Financial
Reporting

Presented to

**City of Marshalltown
Iowa**

For its Comprehensive Annual
Financial Report
For the Fiscal Year Ended

June 30, 2019

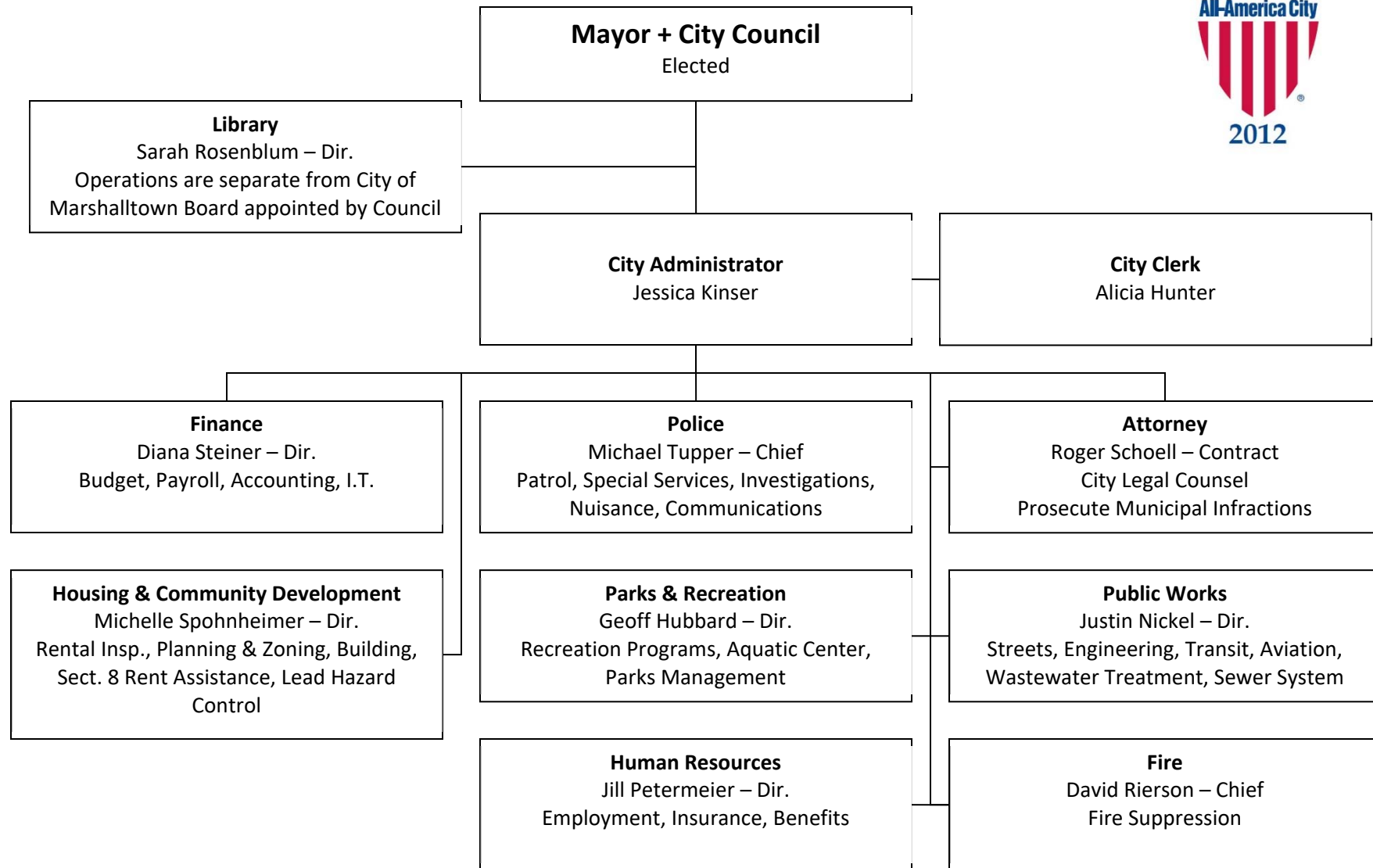
Christopher P. Morill

Executive Director/CEO



Organization Chart

Marshalltown



Name	Title	Term Expires
Elected officials:		
Joel Greer	Mayor	December 31, 2021
Bethany Wirin	Mayor Pro-Tem, Council At Large	December 31, 2021
Bill Martin	Council Member At Large	December 31, 2021
Gary Thompson	Council Member At Large	December 31, 2023
Susan Cahill	Council Member First Ward	December 31, 2020
Gabriel Isom	Council Member Second Ward	December 31, 2023
Mike Gowdy	Council Member Third Ward	December 31, 2021
Al Hoop	Council Member Fourth Ward	December 31, 2023
Council-appointed officials:		
Jessica Kinser	City Administrator	Contract Expires November 14, 2026
City Administrator appointment with Council Approval:		
Alicia Hunter	City Clerk	Indefinite
Diana Steiner	Finance Director	Indefinite
David Rierson	Fire Chief	Indefinite
Michelle Spohnheimer	Housing & Community Dev. Director	Indefinite
Geoff Hubbard	Parks and Recreation Director	Indefinite
Michael Tupper	Police Chief	Indefinite
Justin Nickel	Public Works Director	Indefinite
Jill Petermeier	Human Resources Director	Indefinite

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Financial Statements
June 30, 2020
City of Marshalltown



Independent Auditor's Report

To the Honorable Mayor and
Members of the City Council
City of Marshalltown, Iowa

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Marshalltown, Iowa, (City) as of and for the year ended June 30, 2020, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We did not audit the financial statements of Marshalltown Water Works, which represent the entire assets, net position and revenues of the discretely presented component unit. Those financial statements were audited by other auditors whose reports thereon have been furnished to us, and our opinion, insofar as it relates to the amounts included for Marshalltown Water Works, is based on the reports of the other auditors. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, based on our audit and the reports of other auditors, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Marshalltown, Iowa, as of June 30, 2020, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Generally accepted accounting principles in the United States of America require that the management's discussion and analysis and other required supplementary information listed in the table of contents be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquires of management about the methods or preparing the information and comparing the information for consistency with management's responses to our inquires, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City of Marshalltown, Iowa's basic financial statements. The introductory section, combining nonmajor fund financial statements, schedule of bond maturities, and statistical section are presented for purposes of additional analysis and are not a required part of the financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), and is not a required part of the financial statements.

The combining nonmajor fund financial statements, schedule of bond maturities, and the schedule of expenditures of federal awards are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining nonmajor fund financial statements, schedule of bond maturities, and the schedule of expenditures of federal awards are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

The introductory and statistical sections have not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on them.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated December 11, 2020, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements, and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

The image shows a handwritten signature in black ink that reads "Eide Bailly LLP". The signature is written in a cursive, flowing style.

Dubuque, Iowa
December 11, 2020

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The following is a narrative overview and analysis of the financial activities of the City of Marshalltown for the fiscal year ended June 30, 2020. We encourage readers to consider the information presented here in conjunction with additional information that we have furnished in our letter of transmittal, which can be found on pages 1-4 of this report and the City's financial statements, which begin on page 20. Additional historical information can be found in the Statistical Section of this report supporting some of the analysis presented in this discussion and the transmittal letter.

Financial Highlights of Primary Government

- Government-wide, assets plus deferred outflows of resources of the City of Marshalltown exceeded its liabilities plus deferred inflows of resources at the close of the most recent fiscal year by \$96,239,720 (net position) as compared to \$88,238,928 in the prior year which is an increase of \$8,000,792. This increase is primarily due to the construction of the City's new Police and Fire Building and the remodel of the Veterans Memorial Coliseum.
- As of the close of the current fiscal year, the City of Marshalltown's governmental funds reported combined ending fund balances of \$29,924,401 an increase of \$4,270,832 in comparison with the prior year. This change was primarily from the issuance of general obligations bonds for City projects that will be completed in fiscal year 2021.
- \$3,693,467 in unassigned fund balance is available for spending at the City's discretion. Prior year unassigned fund balance was \$3,711,828. This is a decrease of \$18,361. This decrease is partially due to tornado related expenditures. The City has not received all federal or state reimbursements related to the tornado.
- The City's total debt had a net increase of \$2.9 million during the current fiscal year. This change reflects the retirement of existing bonds of \$ 5.1 million and the issuance of \$8 million GO Debt and Sewer notes. The new debt was for the streets, sidewalks, parks, trail bridge replacement, and sewer projects. In addition, \$8.2 million was refunded to lower interest rates.

Overview of the Financial Statements

This discussion and analysis are intended to serve as an introduction to the City of Marshalltown's basic financial statements. The City of Marshalltown's basic financial statements include three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-wide financial statements. The government-wide financial statements are designed to provide readers with a broad overview of the City of Marshalltown's finances, in a manner more similar to a private-sector business.

The statement of net position presents information on all of the City of Marshalltown's assets, deferred outflows of resources, liabilities, and deferred inflows of resources, with the difference between them reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City of Marshalltown is improving or deteriorating.

The statement of activities presents information showing how the City's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused vacation leave).

Both of the government-wide financial statements distinguish functions of the City of Marshalltown that are principally supported by taxes and intergovernmental revenues (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The governmental activities of the City of Marshalltown include public safety, public works (roads, utilities and traffic controls), health and social services, parks and recreation, library, economic development and general government. The business-type activities of the City of Marshalltown include compost, concessions, storm sewer, water pollution control and transportation activities.

The government-wide financial statements include the City of Marshalltown itself (known as the primary government) and also a legally separate Water Works component unit for which the City of Marshalltown is financially accountable. Financial information for these component units is reported separately from the financial information presented for the primary government.

Fund financial statements. A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City of Marshalltown, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the City of Marshalltown can be divided into three categories: governmental, proprietary and fiduciary.

Governmental funds. Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

The focus of governmental funds is narrower than that of the government-wide financial statements, so it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the city's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The City of Marshalltown maintains 14 individual governmental funds. Information is presented separately in the governmental funds balance sheet and in the governmental funds statement of revenues, expenditures and changes in fund balances. Major funds include General, Road Use Tax, Local Option Sales Tax, HUD Programs, Disaster, Debt Service, Property Tax, Public Works and Other Projects Funds. Data from the other six non-major governmental funds are combined into a single, aggregated presentation in the governmental funds financial statements. Individual fund data on each of the non-major governmental funds is provided in the form of combining statements in the supplementary information section.

The City of Marshalltown adopts an annual appropriated budget for all funds as required by state statute. In Iowa, budgetary compliance is at the function level, transcending fund level accounting as demonstrated in this report. Budgetary comparison statements have been provided for the governmental and enterprise/proprietary fund levels. This comparison demonstrates the City's compliance with state requirements.

Proprietary funds. The City of Marshalltown maintains two different types of proprietary funds. Enterprise funds are used to report the same functions presented as business-type activities in the government-wide financial statements. The City of Marshalltown uses enterprise funds to account for its Storm Sewer, Water Pollution Control, Compost, Transit and Concession activities. Internal service funds are an accounting vehicle used to accumulate and allocate costs internally among the City of Marshalltown's various functions. The City of Marshalltown uses internal service funds to account for its insurance operations. This service predominantly benefits governmental rather than business-type functions, so they have been included with governmental activities in the government-wide financial statements. Individual fund data for the internal service funds are provided in the form of combining statements in the supplementary information section.

Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail. The proprietary fund financial statements provide separate information for the Storm Sewer, Water Pollution Control and Non-major Enterprise funds, namely, Compost, Transit and Concession activities.

Fiduciary funds. Fiduciary funds are used to account for resources held for the benefit of parties outside the government. Fiduciary funds are not available to support the City of Marshalltown's own programs. The most significant fiduciary fund maintained by the City of Marshalltown is the payroll fund; which records the taxes collected for other taxing jurisdictions within the City of Marshalltown. The accounting used for fiduciary funds is much like that used for proprietary funds.

Notes to the financial statements. The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

Other information. The City's budgetary comparison schedule and other postemployment benefit plan information is presented as required supplementary information immediately following the notes to basic financial statements. The combining statements referred to earlier in connection with non-major governmental, non-major enterprise funds, internal service funds, and agency funds are presented immediately following the required supplementary information (RSI).

Government-wide Financial Analysis

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the City of Marshalltown, assets exceeded liabilities by \$96,239,720 at the close of the most recent fiscal year.

City of Marshalltown Net Position June 30, 2020

	Governmental Activities		Business-Type Activities		Total	
	FY 2019-20	FY 2018-19	FY 2019-20	FY 2018-19	FY 2019-20	FY 2018-19
Current and Other Assets	\$ 48,858,613	\$ 43,708,126	\$ 22,104,511	\$ 19,964,240	\$ 70,963,124	\$ 63,672,366
Capital Assets	62,713,361	59,471,606	60,288,091	58,175,769	123,001,452	117,647,375
Total Assets	111,571,974	103,179,732	82,392,602	78,140,009	193,964,576	181,319,741
Deferred Outflows of Resources	5,702,896	5,042,429	513,044	524,555	6,215,940	5,566,984
Current and Other Liabilities	6,531,764	6,192,200	2,776,672	2,721,586	9,308,436	8,913,786
Noncurrent Liabilities	58,381,901	55,854,608	19,524,888	19,444,742	77,906,789	75,299,350
Total liabilities	64,913,665	62,046,808	22,301,560	22,166,328	87,215,225	84,213,136
Deferred Inflow of Resources	16,088,352	14,328,630	637,219	106,031	16,725,571	14,434,661
Net Position						
Net investment in capital assets	41,349,928	39,411,094	41,855,980	41,571,280	83,205,908	80,982,374
Restricted	18,176,221	16,316,062	157,266	139,016	18,333,487	16,455,078
Unrestricted	(23,253,296)	(23,880,433)	17,953,621	14,681,909	(5,299,675)	(9,198,524)
Total net position	\$ 36,272,853	\$ 31,846,723	\$ 59,966,867	\$ 56,392,205	\$ 96,239,720	\$ 88,238,928

City of Marshalltown
Management's Discussion and Analysis (MD&A)

By far, the largest portion of the City of Marshalltown's net position reflects its investment in capital assets (e.g., land, buildings, machinery, equipment, and infrastructure), less depreciation and any related debt at \$83,205,908. The City of Marshalltown uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. Although the City of Marshalltown's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other resources, since the capital assets themselves cannot be used to liquidate these liabilities.

A portion of the City of Marshalltown's governmental and business-type activities net position of \$18,333,487 represents resources that are subject to external restrictions. Prior year comparison shows \$16,455,078, an increase of \$1,878,409.

The following is a more detailed review of the year's operation.

City of Marshalltown Changes in Net Position
June 30, 2020

	Governmental Activities		Business-Type Activities		Total	
	FY 2019-20	FY 2018-19	FY 2019-20	FY 2018-19	FY 2019-20	FY 2018-19
Revenues:						
Program revenues:						
Charges for services	\$ 2,583,420	\$ 5,749,619	\$ 9,548,760	\$ 9,855,517	\$ 12,132,180	\$ 15,605,136
Operating grants and contributions	7,204,542	6,303,997	1,121,378	351,965	8,325,920	6,655,962
Capital grants and contributions	1,386,180	250,571	-	472,223	1,386,180	722,794
General revenues						
Property and other taxes	17,545,717	16,624,954	-	-	17,545,717	16,624,954
Grants and contributions not restricted to specific programs	1,284,875	1,353,217	-	-	1,284,875	1,353,217
Other	986,465	975,879	445,268	430,951	1,431,733	1,406,830
Total revenues	30,991,199	31,258,237	11,115,406	11,110,656	42,106,605	42,368,893
Expenses:						
Public safety	\$12,037,799	9,976,152	-	-	12,037,799	9,976,152
Public works	5,211,049	5,841,806	-	-	5,211,049	5,841,806
Health and social services	646,290	58,376	-	-	646,290	58,376
Culture and recreation	3,187,800	3,294,383	-	-	3,187,800	3,294,383
Community and economic development	3,003,969	2,749,981	-	-	3,003,969	2,749,981
General government	1,532,609	2,034,176	-	-	1,532,609	2,034,176
Interest on long-term debt	938,277	806,440	-	-	938,277	806,440
Business type	-	-	7,548,020	6,777,415	7,548,020	6,777,415
Total expenses	26,557,793	24,761,314	7,548,020	6,777,415	34,105,813	31,538,729
Increase in net position before transfers	4,433,406	6,496,923	3,567,386	4,333,241	8,000,792	10,830,164
Transfers	(7,276)	(216,758)	7,276	216,758	-	-
Increase in Net Position	4,426,130	6,280,165	3,574,662	4,549,999	8,000,792	10,830,164
Net Position - Beginning of Year,	31,846,723	25,566,558	56,392,205	51,842,206	88,238,928	77,408,764
Net Position - End of Year	\$ 36,272,853	\$ 31,846,723	\$ 59,966,867	\$ 56,392,205	\$ 96,239,720	\$ 88,238,928

Governmental Activities. Governmental revenues in the current year decreased by \$.3 million. Within this difference charges for services decreased by 3.2 million due to insurance proceeds from the tornado in the prior year and operating grants and contributions increased by \$.9 million due to the receipt of FEMA reimbursements for tornado expenditures. Governmental expenses increased by 1.8 million from the prior fiscal year due to increases in pension expense and additional interest on long term debt.

Business-type Activities. Revenue received through charges for services decreased by \$0.3 million. Business-type expenses increased by \$.8 million and are largely based on Water Pollution Control usage and an increase in services and supplies in the storm sewer utility.

Financial Analysis of the Government's Funds

As noted earlier, the City of Marshalltown uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental funds. The financial reporting focus of the City of Marshalltown's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information may be useful in assessing the City of Marshalltown's financing requirements. In particular, unassigned fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

At the end of the current fiscal year, the City of Marshalltown's governmental funds reported a combined ending fund balance of \$29,924,401, an increase of \$4,270,832 in comparison with the prior year. Of this total amount \$3,693,467 is unassigned fund balance, which is available to meet the future financial needs of the City. \$25,602,133 is restricted, \$250,000 is committed and \$378,801 is nonspendable.

The General fund is the chief operating fund of the City of Marshalltown. At the end of the current fiscal year this fund balance increased by \$266,524 to \$5,205,650, with an unassigned fund balance of \$4,206,391, a restricted balance of \$425,925, and a committed balance of \$250,000. The remaining \$323,334 is nonspendable (prepaid items).

The Road Use Tax fund is apportioned to the City from the state gasoline taxes based upon population. This fund is used for street related purposes only. Major street resurfacing and reconstruction are scheduled each year in the spring after the impact of winter weather can be determined. At the end of the current fiscal year, the ending fund balance of \$6,291,390 is a decrease of \$24,724 compared to the prior year.

The Housing and Urban Development (HUD) program for Section 8 housing assistance continued all year and the Lead Abatement grant was awarded in the spring of 2019, which was funded from the Lead-Based Paint Hazard Control grant. The City administers these grants in collaboration with many health and welfare agencies throughout the community. For fiscal year 2020, the City expended \$1,379,568 under these programs.

Collections for Local Option Sales Tax (L.O.S.T.) are allocated to property tax relief (78%) and any project designated by the Council (22%). Property tax relief dollars in the amount of \$2,918,000 were transferred to the Debt Service Fund to lower the property tax levy. The Council used \$17,227 of their designated share to increase the Cash Flow Reserve Fund. Some of the other Council designated projects this fiscal year included incentive grants for local business, ADA transition plan, housing initiative plan, Fireworks, and airport design projects. The increase in the L.O.S.T. fund balance this year was \$784,949.

The Disaster Fund accounts for the activity after the City experienced an EF-3 tornado on July 19, 2018. Industry, businesses and residences on the north side of the community were affected. The City received a Federal Public Assistance Disaster Declaration, which allows the City to request reimbursement of up to 85 percent (75 percent Federal and 10 percent State) for debris removal, emergency protective measures, and other repair projects throughout the City. However, the Federal Individual Assistance was denied. City properties and equipment were also damaged, but the City's insurance mostly covered its damage except for a \$10,000 deductible. Revenue and expenses were tracked in a disaster fund. In the current year an additional \$883,131 was expended by the City for both its own properties and the community clean-up. The street repair project related to the tornado will begin in the spring of 2020. Upon close-out of the projects, the City is anticipating receiving \$2.6 million in revenues in FY20 thru FY21. The amount received in FY20 from FEMA was \$1,405,099.

The Property Tax Fund is used to account for all special revenue property tax levies utilized by the City. These levies include the emergency levy, police and fire retirement, FICA and IPERS, and other employee benefits. The total fund balance in this fund increased in FY 20 due to expenditures being less than budgeted.

The Debt Service Fund accounts for the City's debt service property tax levy and all related debt. This activity is related to the debt backed by full faith and credit of the City. In the current fiscal year this fund paid \$4.2 million in principal and interest payments and saw a fund balance decrease of \$8,535.

Changes in the Public Works and Other Projects capital project fund is due to the continuation of several street projects during the fiscal year and the continued construction of the new Police & Fire Building. The City issued bonds in FY20 for \$5.6 million for the construction of streets, sidewalks, a trail bridge, and two park projects.

Enterprise funds. The City of Marshalltown's enterprise funds provide the same type of information found in the government-wide financial statements, but in more detail.

The ending net position for the enterprise funds was \$59,966,867, a net position increase of \$3,574,662.

Budgetary Highlights

General Fund

The City of Marshalltown presents budgetary information as allowed by GASB Statement No. 41. Budgets are based on nine functional areas as required by state statute, not by fund or fund type. During the year ended June 30, 2020, revenues and transfers in for the general fund operations, on the GAAP basis, were less than revenue estimates by \$534,424 and departmental expenditures and transfers out on the GAAP basis were \$760,554 less than expenditure estimates.

During the fiscal year ended June 30, 2020 there was one budget amendment dated March 23, 2020.

Capital Asset and Debt Administration

Capital assets. The City of Marshalltown's investment in capital assets for its governmental and business type activities as of June 30, 2020 amounts to \$210,525,283. This investment in capital assets includes land, land improvements, buildings, machinery and equipment, park facilities, roads, highways and sewers. The total increase in the City of Marshalltown's investment in capital assets for the current fiscal year was \$9,662,456, of which \$2.75 million was from the completing of the new Police & Fire Building and the remodel of the Coliseum.

City of Marshalltown's 2020 Capital Assets
(in thousands of dollars)

	Governmental Activities		Business-Type Activities		Total	
	FY 2019-20	FY 2018-19	FY 2019-20	FY 2018-19	FY 2019-20	FY 2018-19
Land and Improvements	\$ 8,108,681	\$ 7,414,640	\$ 3,128,988	\$ 3,128,988	\$ 11,237,669	\$ 10,543,628
Buildings and Structures	31,881,317	17,358,592	10,845,458	10,845,458	42,726,775	28,204,050
Equipment and vehicles	18,678,781	17,447,455	20,457,580	20,084,931	39,136,361	37,532,386
Infrastructure	45,265,388	44,952,134	61,739,952	60,032,120	107,005,340	104,984,254
Construction in Progress	6,270,987	17,697,205	4,148,151	1,901,304	10,419,138	19,598,509
Total	<u>\$ 110,205,154</u>	<u>\$ 104,870,026</u>	<u>\$ 100,320,129</u>	<u>\$ 95,992,801</u>	<u>\$ 210,525,283</u>	<u>\$ 200,862,827</u>

Major capital asset events during the current fiscal year include the following:

- Continuation of the Coliseum remodel project and the completing of the police and fire building project.
- Various machinery and equipment purchases throughout the year including new vehicles for several departments including a new dump truck and street sweeper for the Street department.
- Continuation and completing of various street and storm water projects.

Additional information on the City' of Marshalltown's capital assets can be found in Note 5 on pages 48-49 of this report.

Long-term debt. At the end of the current fiscal year, the City of Marshalltown had total debt outstanding and unamortized premiums and discounts of \$52,789,874. Of this amount, \$39,429,357 comprises debt backed by the full faith and credit of the City. The remainder of the City of Marshalltown's debt in the amount of \$13,360,517 represents bonds secured solely by revenues generated from the sanitary sewer rental fees.

The City's total debt had a net increase of \$2.9 million during the current fiscal year. This change reflects the retirement of existing bonds of \$ 5.1 million and the issuance of \$8 million GO Debt and Sewer notes. The new debt was for streets, sidewalks, trail bridge replacement, parks, and sewer projects. In addition, \$8.2 million was refunded to lower interest rates.

Moody's Investors Service rated November 2019. The City maintained their Aa2 bond rating.

State statute limits the amount of general obligation debt a governmental entity may issue to 5 percent of its total assessed valuation. The current debt limitation for the City of Marshalltown is \$82,559,791 significantly in excess of the City of Marshalltown's outstanding general obligation debt.

Additional information on the City' of Marshalltown's long-term debt can be found in Note 6 on pages 50-53 this report.

Economic Factors and Next Year's Budgets and Rates

The local economy of the City remains strong and is creating more private public agreements to maintain that strength. The actual property tax valuations from 1/1/18 to 1/1/19, which was applied to FY19 to FY20, increased by \$44 million.

Multi-family residential growth continues to be strong in the community as well. Crosby Park was able to fill all 14 new market rate units in 2020 and began construction on another 8 units with a construction value of \$1.3 million. Kading Properties continues growth in Marshalltown as well. They have constructed and rented 40-market rate duplex units in the southeast side of the community and will be constructing 94 new market rate duplex units in the northwest part of the community in 2021. The renovation of the Marshalltown Senior Residences, which was damaged in the 2018 tornado, will be completed and reoccupied in 2021. Construction is also expected to be completed on Marshalltown Lofts in 2021, a new multi-family complex in downtown with 50 units with a construction value of \$6 million. This project is funded in part with low-income housing tax credits and most of the units will be income restricted.

The City partnered with the Marshalltown Area Chamber of Commerce to develop a Housing Strategy to help promote the development and construction of new single-family homes, putting a new emphasis on growth of the community. Both the Chamber and the City have pledged \$2,500 per home for the first 100 homes built as an incentive to new homebuyers in lieu of tax abatement. The Chamber is working to secure the remaining \$5,000 per home to provide a \$10,000 buyer incentive for new homes. This program will be available in 2021. The City also sold land acquired for the construction of South 7th Avenue, which was platted into 15 single family residential lots. Construction will start in 2021 on new homes, aligning well with the new construction incentive.

Downtown redevelopment continues following the 2018 tornado, with the 2019 Downtown Master Plan actively being implemented. New construction projects including Thompson True Value, a hardware store, and Supermarket Villachuat, a \$3.64 million building, and a new laundromat along 3rd Avenue. The \$4 million renovation of the City-owned Veterans Memorial Coliseum will be complete in early 2021 and provide activity/rental space in Downtown. Additional projects will come online in 2021 as existing properties transfer to new owners for restoration. The City has also hired a consultant to develop a Downtown Implementation Plan to provide a framework for upgrading City infrastructure and implementing additional recommendations from the Downtown Master Plan.

2020 has been a year of roadway construction and planning. The City broke ground on an extension of East Merle Hibbs, which is providing new land near Highway 14 for a proposed medical clinic development and multi-family residential development. The City also secured more than \$4.5 million towards the construction of an extension of Edgewood Street and 8th Avenue, which will open up more than 45 acres of new land zoned for heavy industry. This project also implements a recommendation from the 2018 Highway 14 Corridor Study.

The City also continues to work with the Iowa DOT to plan improvements to the Highway 14 /North 3rd Avenue corridor. The Highway 14 Corridor Study provided many recommendations for improving the flow of traffic as well as safety improvements for pedestrians and motorists and aesthetic improvements for residents. The City is actively working to secure grant funds for the project, with work anticipated in 2023.

The budget for the ensuing fiscal year 2021 considers many factors and estimates about the finances of the upcoming year. Sales taxes and road use taxes by the state are fairly stable. Hotel/motel taxes and other "in-person" city fees have decreased in FY21 due to the Covid-19 pandemic. The City will continue to maintain a conservative projection for these revenue sources. The City experienced an EF-3 tornado on July 19, 2018. Since then, the County Assessor has reviewed the progress on repairs from the tornado and made adjustments to property tax valuations which impacts fiscal year 2021. City-wide there was an increase in overall valuations. The City and community are continuing to develop plans for Marshalltown to come back stronger than ever.

The following items are also forefront in revenue and expenditure projections: (a) The City's contribution rate for the Police and Fire retirement system has decreased in fiscal year 2020, but increased for fiscal year 2021. This rate fluctuates on an annual basis. (b) The Iowa Public Employees Retirement System remained steady for fiscal years 2021 and 2022. (c) Compliance with sanitary and storm water regulations will continue to be implemented over the next several years. Sewer rates have been increased to accommodate the costs with these mandates. (d) The cost of health care continues to rise. The City has experienced an increase in health-related claims but no change in premiums occurred in FY20 or FY21. Changes in claims are always a factor that the City continues to monitor. More preventive care options are encouraged to help avoid the high dollar claims. The claims are reviewed on a quarterly basis by the insurance committee.

Requests for Information

This financial report is designed to provide a general overview of the City of Marshalltown's finances for all those with an interest in the government's finances. Questions concerning any of the information provided in this report, or requests for additional financial information should be addressed to the Finance Director, 24 N. Center Street, Marshalltown, IA 50158-4911.

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Basic Financial Statements
June 30, 2020

City of Marshalltown

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City of Marshalltown
Statement of Net Position
June 30, 2020

	Primary Government			Component Unit
	Governmental Activities	Business-Type Activities	Total	Marshalltown Water Works
Assets				
Cash and cash equivalents	\$ 32,087,986	\$ 19,507,884	\$ 51,595,870	\$ 4,749,566
Receivables				
Property taxes				
Delinquent	221,295	-	221,295	-
Succeeding year	13,952,661	-	13,952,661	-
Accounts and unbilled usage	334,896	1,532,485	1,867,381	806,967
Special assessments	5,069	-	5,069	-
Due from component unit	13,132	592,768	605,900	-
Due from other governments	1,864,773	193,263	2,058,036	-
Inventories	38,250	21,875	60,125	-
Prepaid items	340,551	98,970	439,521	54,135
Restricted assets				
Cash and cash equivalents	-	157,266	157,266	826,400
Capital assets				
Land	4,771,231	898,294	5,669,525	1,115,721
Land improvements	3,337,450	2,230,694	5,568,144	-
Buildings and structures	31,881,317	10,845,458	42,726,775	18,912,772
Equipment and vehicles	18,678,781	20,457,580	39,136,361	2,692,895
Sanitary sewers and lift stations	-	43,731,796	43,731,796	-
Infrastructure	45,265,388	18,008,156	63,273,544	13,564,600
Construction in progress	6,270,987	4,148,151	10,419,138	-
Accumulated depreciation	(47,491,793)	(40,032,038)	(87,523,831)	(17,006,702)
Total assets	<u>111,571,974</u>	<u>82,392,602</u>	<u>193,964,576</u>	<u>25,716,354</u>
Deferred Outflows of Resources				
OPEB related deferred outflows	2,190,160	181,381	2,371,541	-
Pension related deferred outflows	<u>3,512,736</u>	<u>331,663</u>	<u>3,844,399</u>	<u>318,932</u>
Total deferred outflows of resources	<u>5,702,896</u>	<u>513,044</u>	<u>6,215,940</u>	<u>318,932</u>

City of Marshalltown
Statement of Net Position
June 30, 2020

	Primary Government			Component Unit
	Governmental	Business-Type		Marshalltown
	Activities	Activities	Total	Water Works
Liabilities				
Accounts payable	\$ 1,972,568	\$ 498,896	\$ 2,471,464	\$ 134,264
Accrued payroll and payroll benefits	381,319	69,850	451,169	48,752
Retainage payable	111,178	140,829	252,007	-
Deposits payable	173,447	-	173,447	-
Due to other governments	119,649	12,825	132,474	-
Accrued interest payable	169,832	32,950	202,782	9,827
Due to primary government	-	-	-	605,900
Liabilities payable from restricted assets				
Customer deposits	-	-	-	222,385
Noncurrent liabilities				
Due within one year				
Bonds and notes payable	3,353,486	1,975,556	5,329,042	321,000
Compensated absences payable	250,285	45,766	296,051	100,307
Due in more than one year				
Bonds and notes payable	31,004,278	16,456,554	47,460,832	5,657,000
Compensated absences payable	958,750	228,053	1,186,803	-
Net pension liability	12,784,910	1,283,037	14,067,947	2,036,058
Total OPEB liability	13,633,963	1,557,244	15,191,207	-
Total liabilities	64,913,665	22,301,560	87,215,225	9,135,493
Deferred Inflows of Resources				
Succeeding year property taxes	13,952,661	-	13,952,661	-
Pension related deferred inflows	1,304,587	233,837	1,538,424	96,445
OPEB related deferred inflows	831,104	403,382	1,234,486	-
Total deferred inflows of resources	16,088,352	637,219	16,725,571	96,445
Net position				
Net investment in capital assets	41,349,928	41,855,980	83,205,908	13,301,286
Restricted for				
Capital improvements	9,074,627	-	9,074,627	-
Community development	129,967	-	129,967	-
Debt service	146,008	157,266	303,274	-
Employee benefits	3,384,974	-	3,384,974	-
Other purposes	5,440,645	-	5,440,645	-
Unrestricted	(23,253,296)	17,953,621	(5,299,675)	3,502,062
Total net position	\$ 36,272,853	\$ 59,966,867	\$ 96,239,720	\$ 16,803,348

City of Marshalltown
Statement of Activities
Year Ended June 30, 2020

Functions/Programs	Expenses	Program Revenues			Net (Expense) Revenue and Changes in Net Position			Component Unit Marshalltown Water Works
		Charges for Service	Operating Grants and Contributions	Capital Grants and Contributions	Primary Government			
					Governmental Activities	Business-type Activities	Total	
Primary Government								
Governmental activities								
Public safety	\$ 12,037,799	\$ 538,637	\$ 282,119	\$ 39,683	\$ (11,177,360)	\$ -	\$ (11,177,360)	\$ -
Public works	5,211,049	586,097	4,792,428	111,549	279,025	-	279,025	-
Health and social services	646,290	15,259	225,172	-	(405,859)	-	(405,859)	-
Culture and recreation	3,187,800	1,185,031	127,332	1,234,948	(640,489)	-	(640,489)	-
Community and economic development	3,003,969	40,519	1,401,130	-	(1,562,320)	-	(1,562,320)	-
General government	1,532,609	217,877	376,361	-	(938,371)	-	(938,371)	-
Interest on long-term debt	938,277	-	-	-	(938,277)	-	(938,277)	-
Total governmental activities	26,557,793	2,583,420	7,204,542	1,386,180	(15,383,651)	-	(15,383,651)	-
Business-type activities								
Water pollution control	5,225,179	8,032,176	1,715	-	-	2,808,712	2,808,712	-
Storm sewer	1,141,277	1,346,034	3,242	-	-	207,999	207,999	-
Compost	226,725	71,202	523,973	-	-	368,450	368,450	-
Transit	930,182	76,149	592,448	-	-	(261,585)	(261,585)	-
Concessions	24,657	23,199	-	-	-	(1,458)	(1,458)	-
Total business-type activities	7,548,020	9,548,760	1,121,378	-	-	3,122,118	3,122,118	-
Total primary government	\$ 34,105,813	\$ 12,132,180	\$ 8,325,920	\$ 1,386,180	\$ (15,383,651)	\$ 3,122,118	\$ (12,261,533)	\$ -
Component Units								
Water works	\$ 4,437,053	\$ 6,154,566	\$ -	\$ 490,039	\$ -	\$ -	\$ -	\$ 2,207,552

City of Marshalltown
Statement of Activities
Year Ended June 30, 2020

	Net (Expense) Revenue and Changes in Net Position			
	Primary Government			Component Unit
	Governmental Activities	Business-type Activities	Total	Marshalltown Water Works
General Revenues				
Taxes				
Property	\$ 10,834,252	\$ -	\$ 10,834,252	\$ -
Tax increment financing	578,569	-	578,569	-
Local option sales	4,003,548	-	4,003,548	-
Utility excise	1,647,405	-	1,647,405	-
Hotel/motel	469,544	-	469,544	-
Mobile homes	12,399	-	12,399	-
Unrestricted				
State generated revenues	1,284,875	-	1,284,875	-
Investment earnings	655,282	442,318	1,097,600	46,823
Miscellaneous revenues	331,183	2,950	334,133	-
Transfers	(7,276)	7,276	-	-
Total general revenues and transfers	19,809,781	452,544	20,262,325	46,823
Change in net position	4,426,130	3,574,662	8,000,792	2,254,375
Net Position - Beginning	31,846,723	56,392,205	88,238,928	14,548,973
Net Position - Ending	\$ 36,272,853	\$ 59,966,867	\$ 96,239,720	\$ 16,803,348

City of Marshalltown
Balance Sheet
Governmental Funds
June 30, 2020

	Special Revenue Funds							Capital Projects Funds	Nonmajor Governmental Funds	Total
	General	Road Use Tax	Local Option Sales Tax	Property Tax	Disaster Fund	HUD Programs	Debt Service	Public Works and Other Projects		
Assets										
Cash and cash equivalents	\$ 4,830,940	\$ 5,937,294	\$ 4,513,757	\$ 3,323,455	\$ 20,568	\$ 148,990	\$ 132,055	\$ 8,128,077	2,962,585	\$ 29,997,721
Receivables										
Property taxes										
Delinquent	122,100	-	-	61,519	-	-	13,953	8,996	14,727	221,295
Succeeding year	8,179,700	-	-	4,173,664	-	-	988,678	610,619	-	13,952,661
Accounts and unbilled usage	209,957	-	-	-	-	5,931	-	-	113,801	329,689
Special assessments	-	-	-	-	-	-	-	5,069	-	5,069
Due from other funds	294,411	-	-	-	-	-	-	240,764	-	535,175
Due from component unit	13,132	-	-	-	-	-	-	-	-	13,132
Due from other governments	123,999	463,245	313,794	-	428,284	29,979	-	-	505,472	1,864,773
Inventory	-	38,250	-	-	-	-	-	-	-	38,250
Prepaid items	323,334	9,427	-	-	71	7,613	-	-	106	340,551
Total assets	\$ 14,097,573	\$ 6,448,216	\$ 4,827,551	\$ 7,558,638	\$ 448,923	\$ 192,513	\$ 1,134,686	\$ 8,993,525	\$ 3,596,691	\$ 47,298,316
Liabilities, Deferred Inflows of Resources, and Fund Balances										
Liabilities										
Accounts payable	\$ 158,155	\$ 153,605	\$ -	\$ -	\$ 193,177	\$ 42,161	\$ -	\$ 399,794	\$ 532,460	\$ 1,479,352
Accrued payroll and payroll benefits	366,581	383	-	-	456	7,561	-	-	6,338	381,319
Retainage payable	-	-	-	-	9,611	-	-	13,006	88,561	111,178
Due to other governments	116,811	2,838	-	-	-	-	-	-	-	119,649
Due to other funds	-	-	-	-	-	-	-	-	535,175	535,175
Total liabilities	641,547	156,826	-	-	203,244	49,722	-	412,800	1,162,534	2,626,673
Deferred Inflows of Resources										
Unavailable revenue- property taxes	8,179,700	-	-	4,173,664	-	-	988,678	610,619	-	13,952,661
Unavailable revenue- special assessments	-	-	-	-	-	-	-	5,069	-	5,069
Unavailable revenue- other	70,676	-	-	-	-	5,211	-	-	103,443	179,330
Unavailable revenue- intergovernmental	-	-	-	-	413,185	-	-	-	196,997	610,182
Total deferred inflows of resources	8,250,376	-	-	4,173,664	413,185	5,211	988,678	615,688	300,440	14,747,242
Fund Balances										
Nonspendable	323,334	47,677	-	-	71	7,613	-	-	106	378,801
Restricted	425,925	6,243,713	4,827,551	3,384,974	-	129,967	146,008	7,965,037	2,478,958	25,602,133
Committed	250,000	-	-	-	-	-	-	-	-	250,000
Unassigned	4,206,391	-	-	-	(167,577)	-	-	-	(345,347)	3,693,467
Total fund balances (deficit)	5,205,650	6,291,390	4,827,551	3,384,974	(167,506)	137,580	146,008	7,965,037	2,133,717	29,924,401
Total liabilities, deferred inflows of resources, and fund balances	\$ 14,097,573	\$ 6,448,216	\$ 4,827,551	\$ 7,558,638	\$ 448,923	\$ 192,513	\$ 1,134,686	\$ 8,993,525	\$ 3,596,691	\$ 47,298,316

City of Marshalltown
Reconciliation of the Balance Sheet
Governmental Funds to the Statement of Net Position
June 30, 2020

Total governmental fund balances		\$ 29,924,401
Amounts reported for governmental activities in the Statement of Net Position are different because:		
Capital assets used in governmental activities are not current financial resources and, therefore, are not reported as assets in governmental funds.		
The cost of capital assets is	\$ 110,205,154	
Accumulated depreciation is	<u>(47,491,793)</u>	
		62,713,361
Some of the City's revenues will be collected after year-end but are not available soon enough to pay for the current period's expenditures and, therefore, are recognized as deferred inflows of resources, in the governmental funds.		
		794,581
OPEB and Pension related deferred outflows of resources and deferred inflows of resources are not due and payable in the current period and therefore are not reported in the funds.		
OPEB related deferred outflows	2,190,160	
Pension related deferred outflows	3,512,736	
OPEB related deferred inflows	(831,104)	
Pension related deferred inflows	<u>(1,304,587)</u>	
		3,567,205
Internal service funds are used by the City's management to charge the costs of self-insurance programs to the individual funds. The assets and liabilities of the internal service funds are included in governmental activities in the Statement of Net Position.		
		1,428,809
Some liabilities are not due and payable in the current period and, therefore, are not reported as liabilities in the funds.		
Those liabilities consist of:		
Bonds and notes payable	(34,357,764)	
Accrued interest on the bonds	(169,832)	
Compensated absences	(1,209,035)	
Net pension liability	(12,784,910)	
Total OPEB liability	<u>(13,633,963)</u>	
		<u>(62,155,504)</u>
Net position of governmental activities		<u><u>\$ 36,272,853</u></u>

City of Marshalltown
Statement of Revenues, Expenditures, and Changes in Fund Balances
Governmental Funds
Year Ended June 30, 2020

	Special Revenue Funds							Capital Projects Funds	Nonmajor Governmental Funds	Total
	General	Road Use Tax	Local Option Sales Tax	Property Tax	Disaster Fund	HUD Programs	Debt Service	Public Works and Other Projects		
Revenues										
Property taxes	\$ 6,398,640	\$ -	\$ -	\$ 3,243,128	\$ -	\$ -	\$ 718,307	\$ 474,176	\$ -	\$ 10,834,251
TIF revenues	-	-	-	-	-	-	-	-	580,979	580,979
Other city taxes	1,655,123	-	4,003,548	498,135	-	-	107,890	72,841	-	6,337,537
Use of money and property	335,356	-	102,448	15,328	-	4,155	26,797	158,937	57,126	700,147
Licenses and permits	295,022	-	-	-	-	-	-	-	-	295,022
Intergovernmental	990,904	3,720,441	-	388,487	1,100,366	1,258,113	87,131	56,801	728,880	8,331,123
Charges for service	830,076	-	-	-	-	-	-	-	4,480	834,556
Special assessments	-	-	-	-	-	-	-	5,603	-	5,603
Miscellaneous	185,605	-	-	-	-	20,246	-	42,680	1,245,821	1,494,352
Total revenues	10,690,726	3,720,441	4,105,996	4,145,078	1,100,366	1,282,514	940,125	811,038	2,617,286	29,413,570
Expenditures										
Current										
Public safety	8,952,688	-	-	9,939	64,787	-	-	1,716,371	253,544	10,997,329
Public works	1,877,718	2,597,268	84,457	-	476,703	-	-	624,958	304,992	5,966,096
Health and social services	2,251	-	-	-	239,713	229,218	-	-	-	471,182
Culture and recreation	2,901,123	-	-	-	63,286	-	-	181,111	2,154,822	5,300,342
Community and economic development	610,031	-	117,500	-	1,459	1,150,350	-	563,666	665,072	3,108,078
General government	1,379,902	-	5,000	-	37,183	-	-	33,963	14,811	1,470,859
Debt service										
Principal	-	-	-	-	-	-	3,358,486	-	-	3,358,486
Interest and other fiscal charges	-	-	-	-	-	-	874,044	-	-	874,044
Total expenditures	15,723,713	2,597,268	206,957	9,939	883,131	1,379,568	4,232,530	3,120,069	3,393,241	31,546,416

City of Marshalltown
Statement of Revenues, Expenditures, and Changes in Fund Balances
Governmental Funds
Year Ended June 30, 2020

	Special Revenue Funds							Capital Projects Funds		
	General	Road Use Tax	Local Option Sales Tax	Property Tax	Disaster Fund	HUD Programs	Debt Service	Public Works and Other Projects	Nonmajor Governmental Funds	Total
Excess (deficiency) of revenues over (under) expenditures	\$ (5,032,987)	\$ 1,123,173	\$ 3,899,039	\$ 4,135,139	\$ 217,235	\$ (97,054)	\$ (3,292,405)	\$ (2,309,031)	\$ (775,955)	\$ (2,132,846)
Other financing sources (uses)										
Insurance proceeds	-	-	-	-	197,733	-	-	-	834,823	1,032,556
General obligation bonds issued	-	-	-	-	-	-	-	5,610,000	-	5,610,000
Premium on general obligation bonds issued	-	-	-	-	-	-	-	81,652	-	81,652
Transfers in	5,644,675	-	-	-	30,875	-	3,283,870	152,953	1,302,753	10,415,126
Transfers out	(345,164)	(1,147,897)	(3,114,090)	(4,001,337)	(1,086,864)	-	-	(486,896)	(553,408)	(10,735,656)
Total other financing sources (uses)	5,299,511	(1,147,897)	(3,114,090)	(4,001,337)	(858,256)	-	3,283,870	5,357,709	1,584,168	6,403,678
Net change in fund balances	266,524	(24,724)	784,949	133,802	(641,021)	(97,054)	(8,535)	3,048,678	808,213	4,270,832
Fund balances - beginning	4,939,126	6,316,114	4,042,602	3,251,172	473,515	234,634	154,543	4,916,359	1,325,504	25,653,569
Fund balances - ending	\$ 5,205,650	\$ 6,291,390	\$ 4,827,551	\$ 3,384,974	\$ (167,506)	\$ 137,580	\$ 146,008	\$ 7,965,037	\$ 2,133,717	\$ 29,924,401

City of Marshalltown

Reconciliation of the Statement of Revenues, Expenditures, and Changes in Fund Balances
Governmental Funds to the Statement of Activities
Year Ended June 30, 2020

Net change in fund balances – total governmental funds \$ 4,270,832

Amounts reported for governmental activities in the Statement of
Activities are different because:

Capital outlays are reported as expenditures in governmental funds. However,
in the Statement of Activities, the cost of capital assets is allocated over
their estimated useful lives as depreciation expense. In the current period,
these amounts are:

Capital outlay	\$ 6,511,480	
Book value of disposals	(387,066)	
Capital contributions	313,254	
Depreciation expense	<u>(3,195,913)</u>	
Net change in capital assets		3,241,755

Because some revenues will not be collected for several months after the
City's fiscal year end, they are not considered "available" revenues and
are unavailable in the governmental funds. Unavailable revenues
changed by these amounts this year:

Intergovernmental	6,280	
Charges for service	<u>538,793</u>	
Net effect		545,073

Debt proceeds provide current financial resources to governmental funds, but
issuing debt increases long-term liabilities in the Statement of Net Position.
Repayment of debt principal is an expenditure in the governmental funds,
but the repayment reduces long-term liabilities in the Statement of Net Position
and does not affect the Statement of Activities. In the current period, these
amounts are:

Debt repayments	3,358,486	
Debt proceeds, including premiums	<u>(5,691,652)</u>	
Net effect		(2,333,166)

Some items reported in the Statement of Activities do not require the use of
current financial resources and, therefore, are not reported as expenditures
in governmental funds. These activities consist of:

Change in accrued interest and premium amortization	(252)	
Change in compensated absences	(58,996)	
Net effect of OPEB related activity	28,763	
Net effect of pension related activity	<u>(924,188)</u>	
Total additional expenses		(954,673)

Internal service funds are used by management to charge the costs
of certain activities to individual funds. The net income (loss) of the
internal service funds is reported with governmental activities.

(343,691)

Change in net position of governmental activities \$ 4,426,130

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City of Marshalltown
Statement of Net Position
Proprietary Funds
June 30, 2020

	Business-type Activities - Enterprise Funds				Governmental Activities - Internal Service Funds
	Water Pollution Control	Storm Sewer	Nonmajor Enterprise	Total	
Assets					
Current assets					
Cash and cash equivalents	\$ 16,979,503	\$ 2,328,910	\$ 199,471	\$ 19,507,884	\$ 2,090,265
Receivables					
Accounts and unbilled					
usage	1,445,330	85,785	1,370	1,532,485	5,207
Due from other funds	19,975	-	-	19,975	-
Due from component unit	471,864	120,904	-	592,768	-
Due from other governments	-	-	193,263	193,263	-
Inventories	17,339	-	4,536	21,875	-
Prepaid items	68,099	10,256	20,615	98,970	-
Total current assets	<u>19,002,110</u>	<u>2,545,855</u>	<u>419,255</u>	<u>21,967,220</u>	<u>2,095,472</u>
Noncurrent assets					
Restricted assets					
Cash and cash equivalents	157,266	-	-	157,266	-
Capital assets					
Land	383,576	504,281	10,437	898,294	-
Land improvements	1,957,598	30,000	243,096	2,230,694	-
Buildings and structures	10,135,410	6,000	704,048	10,845,458	-
Equipment and vehicles	18,014,445	428,881	2,014,254	20,457,580	-
Sanitary sewers and lift					
stations	43,606,180	125,616	-	43,731,796	-
Infrastructure	-	18,008,156	-	18,008,156	-
Construction in progress	3,424,232	723,919	-	4,148,151	-
Accumulated depreciation	(31,848,914)	(6,463,361)	(1,719,763)	(40,032,038)	-
Total noncurrent assets	<u>45,829,793</u>	<u>13,363,492</u>	<u>1,252,072</u>	<u>60,445,357</u>	<u>-</u>
Total assets	<u>64,831,903</u>	<u>15,909,347</u>	<u>1,671,327</u>	<u>82,412,577</u>	<u>2,095,472</u>
Deferred Outflows of Resources					
OPEB related deferred outflows	117,840	24,545	38,996	181,381	
Pension related deferred outflows	211,994	45,855	73,814	331,663	-
Total deferred outflows of resources	<u>329,834</u>	<u>70,400</u>	<u>112,810</u>	<u>513,044</u>	<u>-</u>

City of Marshalltown
Statement of Net Position
Proprietary Funds
June 30, 2020

	Business-type Activities - Enterprise Funds				Governmental Activities - Internal Service Funds
	Water Pollution Control	Storm Sewer	Nonmajor Enterprise	Total	
Liabilities					
Current liabilities					
Accounts payable	\$ 474,134	\$ 15,960	\$ 8,802	\$ 498,896	\$ 493,216
Accrued payroll and payroll benefits	43,246	9,097	17,507	69,850	-
Deposits payable	-	-	-	-	173,447
Retainage payable	140,829	-	-	140,829	-
Due to other governments	9,628	884	2,313	12,825	-
Due to other funds	-	-	19,975	19,975	-
Accrued interest payable	29,492	3,458	-	32,950	-
Compensated absences	32,178	5,334	8,254	45,766	-
General obligation bonds	435,000	165,000	-	600,000	-
Capital loan notes	247,556	-	-	247,556	-
Revenue bonds	1,128,000	-	-	1,128,000	-
Total current liabilities	<u>2,540,063</u>	<u>199,733</u>	<u>56,851</u>	<u>2,796,647</u>	<u>666,663</u>
Noncurrent liabilities					
Compensated absences	158,133	40,599	29,321	228,053	-
General obligation bonds	2,384,231	1,966,418	-	4,350,649	-
Capital loan notes	2,242,905	-	-	2,242,905	-
Revenue bonds	9,863,000	-	-	9,863,000	-
Net OPEB liability	1,011,713	210,728	334,803	1,557,244	-
Net pension liability	820,100	177,389	285,548	1,283,037	-
Total noncurrent liabilities	<u>16,480,082</u>	<u>2,395,134</u>	<u>649,672</u>	<u>19,524,888</u>	<u>-</u>
Total liabilities	<u>19,020,145</u>	<u>2,594,867</u>	<u>706,523</u>	<u>22,321,535</u>	<u>666,663</u>
Deferred Inflows of Resources					
OPEB related deferred inflows	262,000	54,613	86,769	403,382	-
Pension related deferred inflows	149,465	32,330	52,042	233,837	-
Total deferred inflows of resources	<u>411,465</u>	<u>86,943</u>	<u>138,811</u>	<u>637,219</u>	<u>-</u>
Net Position					
Net investment in capital assets	29,371,834	11,232,074	1,252,072	41,855,980	-
Restricted for					
Bond and interest payments	157,266	-	-	157,266	-
Unrestricted	<u>16,201,027</u>	<u>2,065,863</u>	<u>(313,269)</u>	<u>17,953,621</u>	<u>1,428,809</u>
Total net position	<u>\$ 45,730,127</u>	<u>\$ 13,297,937</u>	<u>\$ 938,803</u>	<u>\$ 59,966,867</u>	<u>\$ 1,428,809</u>

City of Marshalltown
Statement of Revenues, Expenses, and Changes in Fund Net Position
Proprietary Funds
Year Ended June 30, 2020

	Business-type Activities - Enterprise Funds				Governmental Activities - Internal Service Funds
	Water Pollution Control	Storm Sewer	Nonmajor Enterprise	Total	
Operating Revenues					
Charges for service	\$ 7,963,422	\$ 1,346,034	\$ 170,550	\$ 9,480,006	\$ 2,537,432
Miscellaneous	68,754	-	-	68,754	735,831
Total operating revenues	8,032,176	1,346,034	170,550	9,548,760	3,273,263
Operating Expenses					
Salaries and benefits	1,641,439	371,989	662,827	2,676,255	-
Services and supplies	1,401,066	313,083	368,480	2,082,629	-
Claims paid	-	-	-	-	3,087,736
Health insurance premiums	-	-	-	-	370,842
Depreciation	1,701,557	408,066	150,257	2,259,880	-
Miscellaneous	62,891	8,576	-	71,467	210,626
Total operating expenses	4,806,953	1,101,714	1,181,564	7,090,231	3,669,204
Operating income (loss)	3,225,223	244,320	(1,011,014)	2,458,529	(395,941)
Nonoperating Revenues (Expenses)					
Federal and state grants	1,715	3,242	1,116,421	1,121,378	-
Interest income	373,830	63,714	4,774	442,318	52,250
Interest and other debt expense	(418,226)	(39,563)	-	(457,789)	-
Gain on disposal of capital assets	-	2,500	450	2,950	-
Net nonoperating revenues (expenses)	(42,681)	29,893	1,121,645	1,108,857	52,250
Income (loss) before transfers	3,182,542	274,213	110,631	3,567,386	(343,691)
Transfers In	276,833	-	320,530	597,363	-
Transfers Out	-	(590,087)	-	(590,087)	-
Change in Net Position	3,459,375	(315,874)	431,161	3,574,662	(343,691)
Net Position - Beginning	42,270,752	13,613,811	507,642	56,392,205	1,772,500
Net Position - Ending	\$ 45,730,127	\$ 13,297,937	\$ 938,803	\$ 59,966,867	\$ 1,428,809

City of Marshalltown
Statement of Cash Flows
Proprietary Funds
Year Ended June 30, 2020

	Business-type Activities - Enterprise Funds				Governmental Activities - Internal Service Funds
	Water Pollution Control	Storm Sewer	Nonmajor Enterprise	Total	
Cash Flows from Operating Activities					
Cash received from customers	\$ 7,896,342	\$ 1,352,221	\$ 175,092	\$ 9,423,655	\$ 2,587,745
Cash payments to suppliers for goods and services	(1,188,086)	(779,013)	(372,715)	(2,339,814)	(3,705,006)
Cash payments to employees for services	(1,586,364)	(337,462)	(580,542)	(2,504,368)	-
Other operating receipts	68,754	-	-	68,754	735,831
Net Cash provided by (used for) Operating Activities	<u>5,190,646</u>	<u>235,746</u>	<u>(778,165)</u>	<u>4,648,227</u>	<u>(381,430)</u>
Cash Flows from Noncapital Financing Activities					
Transfers from other funds	276,833	-	320,530	597,363	-
Transfers to other funds	-	(590,087)	-	(590,087)	-
Grants received	1,715	3,242	923,158	928,115	-
Change in due from other funds	272,782	-	-	272,782	-
Change in due to other funds	-	-	(272,782)	(272,782)	-
Net Cash provided by (used for) Noncapital Financing Activities	<u>551,330</u>	<u>(586,845)</u>	<u>970,906</u>	<u>935,391</u>	<u>-</u>
Cash Flows from Capital and Related Financing Activities					
Proceeds from sale of capital assets	-	-	450	450	-
Acquisition and construction of capital assets	(3,485,083)	(848,426)	(36,195)	(4,369,704)	-
Proceeds from issuance of debt	10,654,517	-	-	10,654,517	-
Payment of debt	(9,810,083)	(165,166)	-	(9,975,249)	-
Interest and fiscal charges paid	(407,410)	(39,830)	-	(447,240)	-
Net Cash used for Capital and Related Financing Activities	<u>(3,048,059)</u>	<u>(1,053,422)</u>	<u>(35,745)</u>	<u>(4,137,226)</u>	<u>-</u>
Cash Flows from Investing Activities					
Interest received on investment securities	<u>373,830</u>	<u>63,714</u>	<u>4,774</u>	<u>442,318</u>	<u>52,250</u>
Net Increase (Decrease) in Cash and Cash Equivalents	3,067,747	(1,340,807)	161,770	1,888,710	(329,180)
Cash and Cash Equivalents, Beginning	<u>14,069,022</u>	<u>3,669,717</u>	<u>37,701</u>	<u>17,776,440</u>	<u>2,419,445</u>
Cash and Cash Equivalents, Ending	<u>\$ 17,136,769</u>	<u>\$ 2,328,910</u>	<u>\$ 199,471</u>	<u>\$ 19,665,150</u>	<u>\$ 2,090,265</u>

City of Marshalltown
Statement of Cash Flows
Proprietary Funds
Year Ended June 30, 2020

	Business-type Activities - Enterprise Funds				Governmental Activities - Internal Service Funds
	Water Pollution Control	Storm Sewer	Nonmajor Enterprise	Total	
Reconciliation of Operating Income (Loss) to Net Cash provided by used for) Operating Activities					
Operating income (loss)	<u>\$ 3,225,223</u>	<u>\$ 244,320</u>	<u>\$ (1,011,014)</u>	<u>\$ 2,458,529</u>	<u>\$ (395,941)</u>
Adjustments to reconcile operating income (loss) to net cash provided by (used for) operating activities					
Depreciation	1,701,557	408,066	150,257	2,259,880	-
Changes in assets, deferred outflows, liabilities, and deferred inflows					
Receivables	(67,080)	6,187	4,542	(56,351)	42,890
Inventories and prepaid items	(6,809)	(307)	5,169	(1,947)	-
Accounts payable	297,604	(456,724)	(7,199)	(166,319)	(35,802)
Accrued liabilities	20,514	5,223	5,490	31,227	-
Due to other governments	(14,924)	(323)	(2,205)	(17,452)	-
Unearned revenue	-	-	-	-	7,423
Total OPEB liability	(221,231)	(31,027)	(14,622)	(266,880)	-
Net pension liability	(101,171)	(11,961)	(22,027)	(135,159)	-
Deferred outflows	14,376	(494)	(2,371)	11,511	-
Deferred inflows	<u>342,587</u>	<u>72,786</u>	<u>115,815</u>	<u>531,188</u>	<u>-</u>
Total	<u>1,965,423</u>	<u>(8,574)</u>	<u>232,849</u>	<u>2,189,698</u>	<u>14,511</u>
Net Cash provided by (used for) Operating Activities	<u>\$ 5,190,646</u>	<u>\$ 235,746</u>	<u>\$ (778,165)</u>	<u>\$ 4,648,227</u>	<u>\$ (381,430)</u>

City of Marshalltown
Statement of Fiduciary Net Position
Fiduciary Funds
June 30, 2020

	Agency Funds
Assets	
Cash and cash equivalents	\$ 3,503
Due from City	4,841
Due from County	46,534
Prepaid items	<u>12,356</u>
Total assets	<u>67,234</u>
Liabilities	
Checks written in excess of deposits	51,375
Due to City	<u>15,859</u>
Total liabilities	<u><u>\$ 67,234</u></u>

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Notes to Financial Statements
June 30, 2020

City of Marshalltown

Note 1 - Summary of Significant Accounting Policies

The City of Marshalltown, Iowa (City) was incorporated in 1863 under the laws of the State of Iowa, later amended in July 1975, under the City Home Rule Act. The City operates by ordinance under the Mayor-Council form of government with the Mayor and Council Members elected on a non-partisan basis. The City of Marshalltown, Iowa, provides such services as are authorized by its charter to advance the welfare, health, comfort, safety, and convenience of the City and its inhabitants.

The accounting and reporting policies of the City relating to the accompanying financial statements conform to U.S. 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. The following represents the more significant accounting and reporting policies and practices used in the preparation of these financial statements:

Reporting Entity

For financial reporting purposes, the City of Marshalltown, Iowa, has included all funds, organizations, agencies, boards, commissions, and authorities. The City has also considered all potential component units for which it is financially accountable and other organizations for which the nature and significance of their relationship with the City are such that exclusion would cause the City's financial statements to be misleading or incomplete. The Governmental Accounting Standards Board has set forth criteria to be considered in determining financial accountability. These criteria include appointing a voting majority of an organization's governing body and (1) the ability of the City to impose its will on that organization or (2) the potential for the organization to provide specific benefits to or impose specific financial burdens on the City.

These financial statements present the City of Marshalltown, Iowa (the primary government) and its component unit. The following component unit is an entity which is legally separate from the City, but is financially accountable to the City or whose relationship with the City is such that exclusion would cause the City's financial statements to be misleading or incomplete. The discretely presented component unit is reported in a separate column in the government-wide financial statements to emphasize that it is legally separate from the City.

Discretely Presented Component Unit: The Marshalltown Water Works (Water Works) was established to operate the City's water works facilities. The Water Works is governed by a three-member board of trustees appointed by the Mayor. A financial benefit/burden relationship exists between the City and the Water Works in that the City is authorized by statute to issue general obligation debt for a City utility and may certify taxes for the payment of the debt. The Water Works is presented as a proprietary fund type and has a June 30 year-end.

Complete financial statements for the individual component unit may be obtained at the respective entity's administrative office as follows:

Marshalltown Water Works
205 East State Street
Marshalltown, Iowa 50158

Jointly Governed Organizations: The City also participates in several jointly governed organizations that provide goods or services to the citizenry of the City but do not meet the criteria of a joint venture since there is no ongoing financial interest or responsibility by the participating governments. The City Council is a member of or appoints representatives to the following boards and commissions: Mid Iowa Drug Task Force, Marshall County Emergency Management Commission, Marshall County 911 Joint Services Board, Marshall County Assessor's Conference Board, Marshall County Solid Waste Management Commission, and the Marshall County Communication Commission. Financial transactions relating to these organizations are included in the City's financial statements only to the extent of the City's contributions, if any, to these organizations.

Government-wide and Fund Financial Statements

The government-wide financial statements (i.e., the Statement of Net Position and the Statement of Activities) report information on all of the nonfiduciary activities of the primary government and its component units. For the most part, the effect of interfund activity has been removed from these statements. *Governmental activities*, which normally are supported by taxes and intergovernmental revenues, are reported separately from *business-type activities*, which rely to a significant extent on fees and charges for services. Likewise, the *primary government* is reported separately from its certain legally separate *component unit* for which the primary government is financially accountable.

The Statement of Net Position presents the City's nonfiduciary assets, deferred outflows of resources, liabilities and deferred inflows of resources, with the difference reported as net position. Net position is reported in the following three categories.

Net investment in capital assets consists of capital assets, net of accumulated depreciation and reduced by outstanding balances for bonds, notes, and other debt attributable to the acquisition, construction, or improvement of those assets.

Restricted net position results when constraints placed on net position use are either externally imposed or imposed by law through constitutional provisions or enabling legislation.

Unrestricted net position consists of net position not meeting the definition of the two preceding categories. Unrestricted net position often has constraints on resources imposed by management which can be removed or modified.

The Statement of Activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. Direct expenses are those clearly identifiable with a specific function or segment. Program revenues include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment, including special assessments. Taxes and other items not properly included among program revenues are reported instead as general revenues.

Separate financial statements are provided for governmental funds, proprietary funds, and fiduciary funds, even though the latter are excluded from the government-wide financial statements. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements. All remaining governmental funds are aggregated and reported as nonmajor governmental funds.

The City reports the following major governmental funds:

The *General Fund* is the City's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

The *Road Use Tax Fund* is used to account for the operations of street related expenses. Financing is provided by the City's share of state gasoline taxes, which are received on a per capita basis. State law requires these revenues to be received and disbursed in a special fund.

The *Local Option Sales Tax Fund* is used to account for the taxes collected and 78% to be applied towards general property tax relief and 22% for Council designated projects.

The *Property Tax Fund* is used to account for property tax collections for the emergency fund levy and employee benefits, which are then transferred to the general fund.

The *Disaster Fund* is used to account for insurance proceeds and receipts from Federal Emergency Management Agency (FEMA).

The *HUD Programs Fund* is used to account for the operations of a Federal Section 8 rental voucher assistance program, a grant from HUD to assist with security deposits and first month's rent program, and lead abatement program.

The *Debt Service Fund* is used to account for the servicing of general obligation debt.

The *Public Works and Other Projects Fund* is used to account for resources used in the acquisition and construction of capital facilities and other capital assets with the exception of those that are financed through the Culture and Recreation Projects Fund, Airport Projects Fund, or through proprietary funds.

The City reports the following major proprietary funds:

The *Water Pollution Control Fund* is used to account for the operation and maintenance of the City's wastewater treatment facility and sanitary sewer. Services are supported primarily by user charges.

The *Storm Sewer Fund* is used to account for the operation of the City's storm sewers. Services are supported primarily by user charges.

Additionally, the City reports the following fund types:

Internal service funds account for group insurance benefits, occupational insurance benefits, and workmen's compensation benefits provided to other departments on a cost reimbursement basis.

Agency funds function primarily as a clearing mechanism for cash resources which are collected by the City, held as such for a brief period and then disbursed to the authorized recipient. The agency funds of the City are used for payroll clearing activities.

Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*, as are the proprietary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been satisfied.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the City considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due. Capital asset acquisitions are reported as expenditures in governmental funds. Proceeds of general long-term debt are reported as other financing sources.

Agency fund financial statements are reported using the accrual basis of accounting but have no measurement focus.

Property taxes are recognized as revenue in the year for which they have been levied, provided they are collected within 60 days after year-end. Sales taxes are considered measurable and available at the time the underlying transaction occurs provided they are collected within 60 days after year-end. Other taxes are considered measurable and available when they have been collected by the state or other levying authority. Special assessments receivables are recognized at the time of their levy. The related revenue is recognized at the time the assessment is due or collected. Licenses and permits, fines and forfeitures, and miscellaneous revenues are generally recognized as revenue when received in cash because they are generally not measurable until actually received. Investment earnings are recognized as earned.

As a general rule the effect of interfund activity has been eliminated from the government-wide financial statements. Exceptions to this general rule are charges between the City's water pollution control function and various other functions of the government. Elimination of these charges would distort the direct costs and program revenues reported for the various functions concerned.

Under terms of grant agreements, the City funds certain programs by a combination of specific cost-reimbursement grants, categorical block grants and general revenues. Thus, when program expenses are incurred, there is both restricted and unrestricted net position available to finance the program. It is the City's policy to first apply cost-reimbursement grant resources to such programs, followed by categorical block grants and then by general revenues.

Proprietary funds distinguish *operating* revenues and expenses from *nonoperating* items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the City's enterprise funds and of the City's internal service funds are charges to customers for sales and services. Operating expenses for enterprise funds and internal service funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

Assets, Deferred Outflows of Resources, Liabilities, Deferred Inflows of Resources, and Fund Equity

The following accounting policies are followed in preparing the financial statements:

Cash, Cash Equivalents, and Investments. The City maintains a cash and investment pool. These pooled deposits are invested in interest-bearing cash accounts or certificates of deposit. Interest on the pooled cash and investments is recognized as revenue when earned and allocated to the funds on a systematic basis. However, interest of the Road Use Tax Fund is credited directly to the General Fund. Cash and investments are separately held by the discretely presented component unit for which interest is also recognized as revenue when earned.

Property Tax Receivable, Including Tax Increment Financing. Property tax, including tax increment financing, in governmental funds is accounted for using the modified accrual basis of accounting.

Property tax receivable is recognized in these funds on the levy or lien date, which is the date that the tax asking is certified by the City to the County Board of Supervisors. Current year delinquent property taxes receivable represents unpaid taxes from the current year. The succeeding year property tax receivable represents taxes certified by the City to be collected in the next fiscal year for the purposes set out in the budget for the next fiscal year. By statute, the City is required to certify its budget to the County Auditor by March 31 of each year for the subsequent fiscal year. However, by statute, the tax asking and budget certification for the following fiscal year becomes effective on the first day of that year. Although the succeeding year property tax receivable has been recorded, the related revenue is unavailable and will not be recognized as revenue until the year for which it is levied.

The County Treasurer bills and collects taxes for the City. Taxes for the year ended June 30, 2020, were certified with the County during the preceding fiscal year and were due in two equal installments by September 30, 2019 and March 31, 2020. Any County collections on the 2019-2020 tax levy remitted to the City within sixty days subsequent to June 30, 2020, are recorded as property tax revenues. Taxes not collected and remitted to the City within sixty days subsequent to June 30, 2020, are delinquent and have been recorded as receivables. This amount is recorded as unavailable revenue in the governmental funds but is recognized as revenue in the government-wide financial statements.

Accounts Receivable and Unbilled Usage. Accounts receivable are recorded at the time the service is billed. Unbilled usage for service consumed between periodic scheduled billing dates is estimated and is recognized as revenue in the period in which the service is provided.

Due From and Due to Other Funds. Activity between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as either “due to/from other funds” (i.e., the current portion of interfund loans) or “advances to/from other funds” (i.e., the non-current portion of interfund loans). All other outstanding balances between funds are reported as “due to/from other funds.” Any residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as “internal balances.”

Due From Other Governments. Due from other governments represents various shared revenues, grants, and reimbursements from other governments. Shared revenues are recognized during the period when received by the collecting authority, the State of Iowa. Federal grant revenue is recognized when expenditures for the purpose of the grant have been incurred in the government-wide financial statements and as long as it meets the measurable and available criteria in the governmental fund statements.

Inventories and Prepaid Items. Inventories of materials and supplies in the proprietary and governmental fund types are stated at cost using the first-in, first-out method. The costs of governmental fund inventories are recorded as expenditures when consumed rather than when purchased.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items. The costs of governmental fund prepaid items are recorded as expenditures when consumed rather than when purchased.

Restricted Assets. Funds set aside for the payment of City enterprise and component unit revenue bonds are classified as restricted assets since their use is restricted by applicable bond indentures. Other restricted assets include funds for customer deposits restricted for application to unpaid customer accounts or for refund to customers.

Deferred Outflows of Resources. Deferred outflows of resources represent a consumption of net position that applies to a future period(s) and will not be recognized as an outflow of resources (expense/expenditure) until then. Deferred outflows of resources consist of unrecognized items not yet charged to pension expense and OPEB expense and contributions from the employer after the measurement date, but before the end of the employer’s reporting period.

Deferred Inflows of Resources. In addition to liabilities, the statement of net position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. Deferred inflows of resources consist of unavailable revenues and unrecognized items not yet charged to pension expense or OPEB expense.

Accounts Receivable and Unbilled Usage. Accounts receivable are recorded at the time the service is billed. Unbilled usage for service consumed between periodic scheduled billing dates is estimated and is recognized as revenue in the period in which the service is provided.

Although certain revenues are measurable, they may not be available. Available means collected within the current period or expected to be collected soon enough thereafter to be used to pay liabilities of the current period. Unavailable revenue represents the amount of assets that have been recognized, but the related revenue has not been recognized since the assets are not collected within the current period or expected to be collected soon enough thereafter to be used to pay liabilities of the current period.

Unavailable revenue at the fund level consists of property tax receivable, special assessments receivable, succeeding year property tax receivable, and other receivables not collected within 60 days after year-end. Unavailable revenue in the Statement of Net Position consists of succeeding year property tax receivable that will not be recognized as revenue until the year in which they are levied.

Compensated Absences. City employees accumulate a limited amount of earned but unused vacation, compensatory time and sick leave hours for subsequent use or for payment upon termination, death, or retirement. Accumulated sick leave is generally paid at 25%, not to exceed 1,440 hours for municipal fire employees, 1,072.5 hours for municipal police employees and 1,040 hours for all others, upon retirement if the employee has at least 15 years of service. All vacation and sick leave is accrued when incurred in the government-wide and proprietary financial statements. Governmental funds record the earned vacation and vested sick leave hours as an expenditure of the current year to the extent it is paid during the year. A liability for these amounts is reported in governmental funds only if they have matured, for example, as a result of employee resignations and retirements. The compensated absences liability has been computed based on rates of pay in effect as of June 30, 2020.

Water Works employees accumulate a limited amount of earned but unused vacation hours for subsequent use or for payment upon termination, retirement, or death. The liability is recorded on the Statement of Net Position based on rates of pay in effect as of June 30, 2020.

Long-Term Obligations. In the government-wide financial statements, and proprietary fund types in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund type Statement of Net Position. Bond premiums and discounts are amortized over the life of the bonds using the straight-line method.

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

Capital Assets. Capital assets, which include property, plant, equipment, and infrastructure assets (e.g., roads, bridges, and similar items), are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than \$5,000 (\$50,000 for infrastructure) and an estimated useful life in excess of two years. All land is recorded regardless of cost. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation. All infrastructure of the City has been recorded to date.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized.

Major outlays for capital assets and improvements are capitalized as projects are constructed. Interest incurred during the construction phase of capital assets of business-type activities is included as part of the capitalized value of the assets constructed.

Property, plant, and equipment of the primary government is depreciated using the straight-line method over the following estimated useful lives:

	<u>Years</u>
Land improvements	10-30
Buildings and structures	30-50
Equipment and vehicles	5-30
Sanitary sewers and lift stations	30-50
Infrastructure	20-50

Property, plant and equipment of the Water Works is depreciated using the straight-line method over the following estimated useful lives.

	<u>Years</u>
Plants, wells, and storage	10-40
Distribution property	50-99
Meters	10-20
Vehicles	5
Equipment	7-10

Pensions. For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Iowa Public Employees' Retirement System and the Municipal Fire and Police Retirement Systems' and additions to/deductions from the Systems' fiduciary net position have been determined on the same basis as they are reported by the Systems. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value. The net pension liability attributable to the governmental activities will be paid primarily by the General Fund.

Total OPEB Liability. For purposes of measuring the total OPEB liability, deferred outflows of resources and deferred inflows of resources related to OPEB and OPEB expense, information has been determined based on the City's actuary report. For this purpose, benefit payments are recognized when due and payable in accordance with the benefit terms. The total OPEB liability attributable to the governmental activities will be paid primarily by the General Fund.

Statement of Cash Flows – Cash Equivalents. For purposes of the Statement of Cash Flows for the proprietary funds and the component unit, all short-term cash investments that are highly liquid (including restricted assets) are considered to be cash equivalents. Cash equivalents are readily convertible to known amounts of cash, and at the day of purchase they have a maturity date no longer than three months.

Fund Equity. In the governmental fund financial statements, fund balances are classified as follows:

Nonspendable fund balances cannot be spent because they are not expected to be converted to cash or they are legally or contractually required to remain intact.

Restricted fund balances are restricted for specific purposes when constraints placed on the use of the resources are either externally imposed by their providers, such as creditors, grantors, or other governments; or imposed by law through constitutional provisions or enabling legislation.

Committed fund balances can be used only for specific purposes determined pursuant to constraints formally imposed by the City Council, the highest level of decision-making authority, through resolution approved prior to year-end.

Assigned fund balances are amounts the City intends to use for a specific purpose, but do not meet the definition of restricted or committed fund balance. These amounts are assigned by City Council.

Unassigned fund balances are amounts not included in the other spendable classifications. The general fund is the only fund that reports a positive unassigned fund balance.

When an expenditure is incurred for purposes for which both restricted and unrestricted fund balance is available, the City considers restricted funds to have been spent first. When an expenditure is incurred for which committed, assigned, or unassigned fund balances are available, the City considers amounts to have been spent first out of committed funds, then assigned funds, and finally unassigned funds, as needed, unless City Council has provided otherwise in its commitment or assigned actions.

City of Marshalltown
Notes to Financial Statements
June 30, 2020

As of June 30, 2020, fund balances consisted of the following:

	General	Road Use Tax	Local Option Sales Tax	Property Tax	Disaster Fund	HUD Programs	Debt Service	Public Works and Other Projects	Nonmajor Governmental Funds	Total
Nonspendable										
Inventory and prepaid items	\$ 323,334	\$ 47,677	\$ -	\$ -	\$ 71	\$ 7,613	\$ -	\$ -	\$ 106	\$ 378,801
Restricted for										
Capital improvements	318,000	6,243,713	2,059,238	-	-	-	-	7,965,037	-	16,585,988
Property tax relief	107,925	-	1,041,081	-	-	-	-	-	-	1,149,006
Debt service	-	-	-	-	-	-	146,008	-	-	146,008
Employee benefits	-	-	-	3,384,974	-	-	-	-	-	3,384,974
Economic development	-	-	-	-	-	-	-	-	507,304	507,304
Health and welfare	-	-	-	-	-	-	-	-	176,296	176,296
Parks and recreation	-	-	-	-	-	-	-	-	1,795,358	1,795,358
Housing	-	-	-	-	-	129,967	-	-	-	129,967
Other	-	-	1,727,232	-	-	-	-	-	-	1,727,232
Total restricted	425,925	6,243,713	4,827,551	3,384,974	-	129,967	146,008	7,965,037	2,478,958	25,602,133
Committed										
Capital improvements	250,000	-	-	-	-	-	-	-	-	250,000
Unassigned	4,206,391	-	-	-	(167,577)	-	-	-	(345,347)	3,693,467
Total fund balance	<u>\$ 5,205,650</u>	<u>\$ 6,291,390</u>	<u>\$ 4,827,551</u>	<u>\$ 3,384,974</u>	<u>\$ (167,506)</u>	<u>\$ 137,580</u>	<u>\$ 146,008</u>	<u>\$ 7,965,037</u>	<u>\$ 2,133,717</u>	<u>\$ 29,924,401</u>

Note 2 - Budgets and Budgetary Accounting

The budgetary comparison and related disclosures are reported as Required Supplementary Information. At June 30, 2020, disbursements did not exceed amounts budgeted.

Note 3 - Deposits and Investments

Deposits. On June 30, 2020, the carrying amount of the City's deposits was \$51,756,639 and the bank balances were \$51,922,012. The City's deposits in banks at June 30, 2020, were entirely covered by federal depository insurance or by the State Sinking Fund in accordance with Chapter 12C of the Code of Iowa. This chapter provides for additional assessments against the depositories to insure there will be no loss of public funds.

As of June 30, 2020, the City's carrying amount of deposits, related bank balances, and other cash, including fiduciary funds, were as follows:

	Carrying Amount	Bank Balance
Demand deposits	\$ 48,710,962	\$ 48,877,860
Certificates of deposits	3,044,152	3,044,152
Petty cash	1,525	-
Total	<u>\$ 51,756,639</u>	<u>\$ 51,922,012</u>

The City had no investments meeting the disclosure requirements of Governmental Accounting Standards Board Statement No. 72.

The Marshalltown Water Works' carrying amount of deposits was \$5,575,966 all of which was covered by federal depository insurance or insured by the state through pooled collateral, State Sinking Funds and by the state's ability to assess for lost funds.

The City and the Water Works are authorized by statute to invest public funds in obligations of the United States government, its agencies and instrumentalities; certificates of deposit or other evidences of deposit at federally insured depository institutions approved by the City Council or Board of Trustees and the Treasurer of the State of Iowa; prime eligible bankers acceptances; certain high rated commercial paper; perfected repurchase agreements; certain registered open-end management investment companies; certain joint investment trusts; and warrants or improvement certificates of a drainage district.

Interest Rate Risk. The City's investment policy limits the investments of operating funds (funds expected to be expended in the current budget year or within fifteen months of receipt) in instruments that mature within 397 days. Funds not identified as operating funds may be invested in instruments with maturities longer than 397 days, but the maturities shall be consistent with the needs and use of the City. The City did not hold any instruments with a maturity greater than 397 days during the year.

Credit Risk. The City's investment policy limits investments in commercial paper and other corporate debt to the top two highest classifications. The City did not invest in any commercial paper or other corporate debt during the year.

Concentration of Credit Risk. The City's investment policy does not allow for a prime bankers' acceptance or commercial paper and other corporate debt balances to be greater than ten percent of its total deposits and investments. The policy also limits the amount that can be invested in a single issue to five percent of its total deposits and investments. The City held no such investments during the year.

Custodial Credit Risk – Deposits. In the case of deposits, this is the risk that in the event of a bank failure, the government's deposits may not be returned to it. The City's deposits are entirely covered by federal depository insurance or by the State Sinking Fund in accordance with Chapter 12C of the Code of Iowa. This chapter provides for additional assessments against the depositories to insure there will be no loss of public funds.

Custodial Credit Risk – Investments. For an investment, this is the risk that in the event of the failure of the counterparty, the City will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. The City had no custodially-held investments during the year.

Note 4 - Interfund Balance and Transfers

Due to/from primary government and component unit balances as of June 30, 2020, consisted of the following:

Receivable Entity	Payable Entity	Amount
Primary Government:	Component Unit:	
Governmental Fund, General Fund	Water Works	\$ 13,132
Enterprise Fund, Water Pollution Control	Water Works	471,864
Enterprise Fund, Storm Sewer	Water Works	120,904
		<u>\$ 605,900</u>

Due from/to other funds as of June 30, 2020, consisted of the following:

Due to General Fund from Nonmajor Governmental	<u>\$ 294,411</u>
Due to Public Works and Other Projects Fund from Nonmajor Governmental	<u>\$ 240,764</u>
Due to Water Pollution Control Fund from Nonmajor Enterprise	<u>\$ 19,975</u>

The interfund balances result from negative cash balances.

Interfund transfers for the year ended June 30, 2020, consisted of the following:

Transfers to General Fund from	
Road Use Tax	\$ 1,141,301
Local Option Sales Tax	27,488
Property Tax	4,001,337
Public Works and Other Projects	427,011
Nonmajor governmental	<u>47,538</u>
Total Transfers to General Fund	<u><u>\$ 5,644,675</u></u>
Transfers to Public Works and Other Projects Fund from:	
General	\$ 19,634
Local Option Sales Tax	103,556
Road Use Tax	6,596
Disaster Fund	<u>23,167</u>
Total Transfers to Public Works and Other Projects Fund	<u><u>\$ 152,953</u></u>
Transfers to Disaster Fund from:	
Public works and other capital projects	<u><u>\$ 30,875</u></u>
Transfers to Debt Service Fund from:	
Local Option Sales Tax	\$ 2,918,000
Nonmajor governmental	<u>365,870</u>
Total Transfers to Debt Service Fund	<u><u>\$ 3,283,870</u></u>
Transfers to nonmajor governmental funds from:	
General fund	\$ 5,000
Local Option Sales Tax	65,046
Public works and other projects fund	29,010
Disaster Fund	1,063,697
Nonmajor governmental	<u>140,000</u>
Total transfers to nonmajor governmental funds	<u><u>\$ 1,302,753</u></u>
Transfers to Nonmajor Enterprise Funds from General	<u><u>\$ 320,530</u></u>
Transfers to Water Pollution Control Fund from Storm Sewer	<u><u>\$ 276,833</u></u>
Transfers to Governmental Activities from Storm Sewer	<u><u>\$ 313,254</u></u>

Transfers are used to (1) move property tax revenues from the fund that state statute requires to collect them to the fund that expends the associated expenditure, (2) offset public works salaries within the general fund with road use tax dollars collected, and (3) move a portion of local option sales tax to the fund that is receiving the property tax relief.

Note 5 - Capital Assets

Capital asset activity for the year ended June 30, 2020, was as follows:

	Balance June 30, 2019	Additions	Deletions	Balance June 30, 2020
Primary Government				
Governmental activities				
Capital assets, not being depreciated				
Land	\$ 4,753,531	\$ 17,700	\$ -	\$ 4,771,231
Construction in progress	17,697,205	5,271,386	(16,697,604)	6,270,987
Total capital assets, not being depreciated	<u>22,450,736</u>	<u>5,289,086</u>	<u>(16,697,604)</u>	<u>11,042,218</u>
Capital assets, being depreciated				
Buildings and structures	17,358,592	15,486,435	(963,710)	31,881,317
Land improvements	2,661,109	676,341	-	3,337,450
Equipment and vehicles	17,447,455	1,755,165	(523,839)	18,678,781
Infrastructure	44,952,134	313,254	-	45,265,388
Total capital assets, being depreciated	<u>82,419,290</u>	<u>18,231,195</u>	<u>(1,487,549)</u>	<u>99,162,936</u>
Less accumulated depreciation for				
Buildings and structures	(7,940,959)	(899,453)	600,070	(8,240,342)
Land improvements	(1,693,528)	(119,434)	-	(1,812,962)
Equipment and vehicles	(10,966,034)	(949,186)	502,783	(11,412,437)
Infrastructure	(24,798,212)	(1,227,840)	-	(26,026,052)
Total accumulated depreciation	<u>(45,398,733)</u>	<u>(3,195,913)</u>	<u>1,102,853</u>	<u>(47,491,793)</u>
Total Capital Assets, Being Depreciated, Net	<u>37,020,557</u>	<u>15,035,282</u>	<u>(384,696)</u>	<u>51,671,143</u>
Governmental Activities Capital Assets, Net	<u>\$ 59,471,293</u>	<u>\$ 20,324,368</u>	<u>\$ (17,082,300)</u>	<u>\$ 62,713,361</u>

City of Marshalltown
Notes to Financial Statements
June 30, 2020

	Balance June 30, 2019	Additions	Deletions	Balance June 30, 2020
Business-Type Activities				
Capital assets, not being depreciated				
Land	\$ 898,294	\$ -	\$ -	\$ 898,294
Construction in progress	1,901,304	3,954,680	(1,707,833)	4,148,151
Total capital assets, not being depreciated	<u>2,799,598</u>	<u>3,954,680</u>	<u>(1,707,833)</u>	<u>5,046,445</u>
Capital assets, being depreciated				
Buildings and structures	10,845,458	-	-	10,845,458
Land improvements	2,230,694	-	-	2,230,694
Equipment and vehicles	20,084,931	417,523	(44,874)	20,457,580
Sanitary sewers and lift stations	43,454,964	276,832	-	43,731,796
Infrastructure	16,577,156	1,431,000	-	18,008,156
Total capital assets, being depreciated	<u>93,193,203</u>	<u>2,125,355</u>	<u>(44,874)</u>	<u>95,273,684</u>
Less accumulated depreciation for				
Buildings and structures	(6,640,398)	(39,377)	-	(6,679,775)
Land improvements	(2,424,816)	(282,290)	-	(2,707,106)
Equipment and vehicles	(12,518,631)	(621,086)	44,874	(13,094,843)
Sanitary sewers and lift stations	(10,443,732)	(941,966)	-	(11,385,698)
Infrastructure	(5,789,455)	(375,161)	-	(6,164,616)
Total accumulated depreciation	<u>(37,817,032)</u>	<u>(2,259,880)</u>	<u>44,874</u>	<u>(40,032,038)</u>
Total Capital Assets, Being Depreciated, Net	<u>55,376,171</u>	<u>(134,525)</u>	<u>-</u>	<u>55,241,646</u>
Business-Type Activities Capital Assets, Net	<u>\$ 58,175,769</u>	<u>\$ 3,820,155</u>	<u>\$ (1,707,833)</u>	<u>\$ 60,288,091</u>

Depreciation expense was charged to functions/programs of the primary government as follows:

Governmental Activities	
Public safety	\$ 799,690
Public works	1,564,264
Health and social services	7,323
Culture and recreation	703,312
General government	<u>121,324</u>
Total Depreciation Expense – Governmental Activities	<u>\$ 3,195,913</u>
Business-Type Activities	
Water pollution control	\$ 1,701,557
Storm sewer	408,066
Compost facility	9,768
Bus transit	<u>140,489</u>
Total Depreciation Expense – Business-Type Activities	<u>\$ 2,259,880</u>

Note 6 - Long-Term Debt

The following is a summary of changes in the City's long-term debt for the year ended June 30, 2020:

	Balance June 30, 2019	Additions	Deletions	Balance June 30, 2020	Due Within One Year
Governmental Activities					
General obligation bonds and notes payable	\$ 31,550,000	\$ 5,610,000	\$ 3,330,000	\$ 33,830,000	\$ 3,325,000
Unamortized premiums	472,168	81,652	68,785	485,035	-
Total general obligation bonds and notes	32,022,168	5,691,652	3,398,785	34,315,035	3,325,000
Notes from direct borrowings	71,215	-	28,486	42,729	28,486
Compensated absences payable	1,150,038	300,755	241,758	1,209,035	250,285
	<u>33,243,421</u>	<u>5,992,407</u>	<u>3,669,029</u>	<u>35,566,799</u>	<u>3,603,771</u>
	Balance June 30, 2019	Additions	Deletions	Balance June 30, 2020	Due Within One Year
Business-Type Activities					
General obligation bonds and notes payable	\$ 5,465,000	\$ 3,220,000	\$ 3,800,000	\$ 4,885,000	\$ 600,000
Unamortized premiums	61,584	10,000	5,935	65,649	-
Unamortized discounts	(21,826)	-	(21,826)	-	-
Total general obligation bonds	5,504,758	3,230,000	3,784,109	4,950,649	600,000
Notes from direct borrowings	223,193	2,369,517	102,249	2,490,461	247,556
Revenue bonds payable	12,009,000	5,065,000	6,083,000	10,991,000	1,128,000
Compensated absences payable	264,191	45,085	35,457	273,819	45,766
	<u>18,001,142</u>	<u>10,709,602</u>	<u>10,004,815</u>	<u>18,705,929</u>	<u>2,021,322</u>
Total	<u>\$ 51,244,563</u>	<u>\$ 16,702,009</u>	<u>\$ 13,673,844</u>	<u>\$ 54,272,728</u>	<u>\$ 5,625,093</u>

For the governmental activities, compensated absences are generally liquidated by the general fund.

Bonded Debt. Details of the City's bonds and notes payable as of June 30, 2020, are as follows:

	Interest Rates	Govern- mental Activities	Business- type Activities	Total
General Obligation Bonds and Notes				
issued October 26, 2011	2.05-2.85	\$ 1,235,000	\$ -	\$ 1,235,000
2012A Essential corporate purpose, issued April 12, 2012	1.75-2.50	2,975,000	-	2,975,000
2012B Refunding, issued April 24, 2012	1.65-2.05	940,000	-	940,000
2013A Essential corporate purpose, issued March 12, 2013	1.63-1.75	2,000,000	-	2,000,000
2014A Essential corporate purpose, issued December 16, 2014	2.30-2.50	865,000	-	865,000
2015A Essential corporate purpose, issued November 24, 2015	2.35-2.60	1,275,000	-	1,275,000
2016A General obligation corporate purpose, issued August 9, 2016	2.00	1,610,000	2,075,000	3,685,000
2016B General obligation corporate purpose, issued December 1, 2016	2.00	3,260,000	-	3,260,000
2017A General obligation corporate purpose, issued October 10, 2017	3.00	11,660,000	-	11,660,000
2018A General obligation corporate purpose, issued December 3, 2018	3.00	2,400,000	-	2,400,000
2019 General Obligation corporate purpose issued December 12, 2019	2.00	5,610,000	2,810,000	8,420,000
Total general obligation bonds and notes		<u>33,830,000</u>	<u>4,885,000</u>	<u>38,715,000</u>
Capital loan notes				
Alliant loan note, issued September 17, 2014	0.00	-	120,944	120,944
IDPS fire truck loan, issued July 5, 2016	0.00	42,729	-	42,729
SRF manhole & point repair	1.75	-	2,369,517	2,369,517
Total notes payable		<u>42,729</u>	<u>2,490,461</u>	<u>2,533,190</u>
Revenue Bonds				
Water Pollution Control, improvement bonds, Series 2013, issued June 18, 2013	2.09	-	2,179,000	2,179,000
Water Pollution Control, improvement bonds, Series 2015, issued August 13, 2015	2.69	-	4,237,000	4,237,000
Water Pollution Control, improvement Series 2020 Refunding bonds issued January 8, 2020	1.96	-	4,575,000	4,575,000
Total revenue bonds		<u>-</u>	<u>10,991,000</u>	<u>10,991,000</u>
Total long-term debt		<u>\$ 33,872,729</u>	<u>\$ 18,366,461</u>	<u>\$ 52,239,190</u>

The resolutions providing for the issuance of the City's revenue bonds include the following provisions:

- (1) The bonds will only be redeemed from the future earnings of the enterprise activity and the bond holders hold a lien on the future earnings of the funds.
- (2) Sufficient monthly transfers shall be made to a separate sewer revenue bond and interest sinking fund for the purpose of making the bond principal and interest payments when due.

Future Requirements to Maturity. Principal and interest requirements to maturity for the City's bonds and notes outstanding as of June 30, 2020, are as follows:

Years Ending June 30,	Governmental Activities General Obligation Bonds and Notes		Business-Type Activities General Obligation Bonds and Notes	
	Principal	Interest	Principal	Interest
2021	3,353,486	828,438	847,556	161,362
2022	3,504,243	764,176	774,388	152,848
2023	3,165,000	693,340	760,000	137,680
2024	3,045,000	620,638	788,000	122,480
2025	2,915,000	547,950	816,000	106,720
2026-2030	10,430,000	1,824,215	2,352,000	342,480
2031-2035	5,125,000	822,900	1,037,517	146,300
2036-2040	2,335,000	105,450	-	-
Total	<u>\$ 33,872,729</u>	<u>\$ 6,207,107</u>	<u>\$ 7,375,461</u>	<u>\$ 1,169,870</u>

Years Ending June 30,	Business-Type Activities Revenues Bonds		Total Business-Type Activities	
	Principal	Interest	Principal	Interest
2021	1,128,000	247,870	1,975,556	409,232
2022	1,153,000	222,674	1,927,388	375,522
2023	1,179,000	196,897	1,939,000	334,577
2024	1,205,000	170,531	1,993,000	293,011
2025	1,237,000	143,568	2,053,000	250,288
2026-2030	5,089,000	308,669	7,441,000	651,149
2031-2035	-	-	1,037,517	146,300
Total	<u>\$ 10,991,000</u>	<u>\$ 1,290,209</u>	<u>\$ 18,366,461</u>	<u>\$ 2,460,079</u>

In fiscal year ended June 30, 2020, the Water Pollution Control Fund had net revenues of \$5,300,610 and the amount of principal and interest due on the revenue bonds was \$1,401,631.

At June 30, 2020, the City had approximately \$1,130,000 of capital loan note funds available. These funds are available to the City by filing a disbursement request with the State of Iowa for the State Revolving Fund Manhole & Point Repair Project. The City expects to use the remaining available funds in fiscal year 2021.

Legal Debt Margin. The City's legal debt margin as of June 30, 2020, is as follows:

Regular Realty Valuations	\$ 1,198,094,512
Utility Valuations	435,377,442
Incremental Valuations	<u>17,723,868</u>
Total actual valuations applicable to debt	<u>1,651,195,822</u>
Debt Limit - 5% of Total Actual Valuations Applicable to Debt	<u>82,559,791</u>
Amount of Debt Applicable to Limitation	
General obligation bonds and notes	38,757,729
Urban renewal rebate agreements	<u>3,527,122</u>
	42,284,851
Less funds available from	
Debt service fund	146,008
Tax increment financing	<u>507,304</u>
Total debt applicable to debt margin	<u>41,631,539</u>
Legal debt margin	<u><u>\$ 40,928,252</u></u>

On January 8, 2020, the City issued \$5,065,000 of sewer revenue bonds for a current refunding of \$4,981,000 of sewer revenue bonds. As a result, the sewer revenue bonds from that issue are considered to be defeased and the liability has been removed from the financial statements. The refunding was undertaken to reduce total future debt service payments. The result of the transaction is a reduction of \$139,995 in future debt service payments and an economic gain of \$126,393.

On January 8, 2020, the City issued \$3,220,000 of general obligation bonds for a current refunding of \$3,230,000 of general obligation bonds. As a result, the general obligation bonds from that issue are considered to be defeased and the liability has been removed from the financial statements. The refunding was undertaken to reduce total future debt service payments. The result of the transaction is a reduction of \$162,075 in future debt service payments and an economic gain of \$152,161.

Note 7 - Retirement Plans

The primary government participates in two public pension systems, Iowa Public Employees' Retirement System (IPERS) and Municipal Fire and Police Retirement System of Iowa (MFPRSI). The component unit Water Works participates in IPERS only. The following sections outline the pension related disclosures for each pension of both entities. The aggregate amount of recognized pension expense for the period associated with the net pension liability for all plans is \$2,700,971 for the primary government and \$251,602 for the Water Works. Other aggregate amounts related to pension are separately displayed in the financial statements.

(a) Iowa Public Employees' Retirement System - IPERS

Plan Description – IPERS membership is mandatory for employees of the City and the Water works, except for those covered by another retirement system. Throughout this IPERS disclosure, all references to the City will incorporate both the City and the Water Works, unless otherwise noted.

Employees of the City are provided with pensions through a cost-sharing multiple employer defined benefit pension plan administered by Iowa Public Employees' Retirement System (IPERS). IPERS issues a stand-alone financial report which is available to the public by mail at P.O. Box 9117, Des Moines, Iowa 50306-9117 or at www.ipers.org.

IPERS benefits are established under Iowa Code chapter 97B and the administrative rules thereunder. Chapter 97B and the administrative rules are the official plan documents. The following brief description is provided for general informational purposes only. Refer to the plan documents for more information.

Pension Benefits – A regular member may retire at normal retirement age and receive monthly benefits without an early retirement deduction. Normal retirement age is age 65, any time after reaching age 62 with 20 or more years of covered employment, or when the member's years of service plus the member's age at the last birthday equals or exceeds 88, whichever comes first. (These qualifications must be met on the member's first month of entitlement to benefits.) Members cannot begin receiving retirement benefits before age 55. The formula used to calculate a Regular member's monthly IPERS benefit includes:

- A multiplier (based on years of service).
- The member's highest five-year average salary. (For members with service before June 30, 2012, the highest three-year average salary as of that date will be used if it is greater than the highest five-year average salary.)

If a member retires before normal retirement age, the member's monthly retirement benefit will be permanently reduced by an early-retirement reduction. The early-retirement reduction is calculated differently for service earned before and after July 1, 2012. For service earned before July 1, 2012, the reduction is 0.25 percent for each month that the member receives benefits before the member's earliest normal retirement age. For service earned starting July 1, 2012, the reduction is 0.50 percent for each month that the member receives benefits before age 65.

Generally, once a member selects a benefit option, a monthly benefit is calculated and remains the same for the rest of the member's lifetime. However, to combat the effects of inflation, retirees who began receiving benefits prior to July 1990 receive a guaranteed dividend with their regular November benefit payments.

Disability and Death Benefits – A vested member who is awarded federal Social Security disability or Railroad Retirement disability benefits is eligible to claim IPERS benefits regardless of age. Disability benefits are not reduced for early retirement. If a member dies before retirement, the member's beneficiary will receive a lifetime annuity or a lump-sum payment equal to the present actuarial value of the member's accrued benefits or calculated with a set formula, whichever is greater. When a member dies after retirement, death benefits depend on the benefit option the member selected at retirement.

Contributions – Contribution rates are established by IPERS following the annual actuarial valuation, which applies IPERS’ Contribution Rate Funding Policy and Actuarial Amortization Method. Statute limits the amount rates can increase or decrease each year to 1 percentage point. IPERS Contribution Rate Funding Policy requires that the actuarial contribution rate be determined using the “entry age normal” actuarial cost method and the actuarial assumptions and methods approved by the IPERS Investment Board. The actuarial contribution rate covers normal cost plus the unfunded actuarial liability payment based on a 30-year amortization period. The payment to amortize the unfunded actuarial liability is determined as a level percentage of payroll, based on the Actuarial Amortization Method adopted by the Investment Board.

In fiscal year 2020, pursuant to the required rate, Regular members contributed 6.29% of pay and the City contributed 9.44% for a total rate of 15.73%.

The City’s total contributions to IPERS for the year ended June 30, 2020 were \$616,287. The Water Work’s total contributions to IPERS for the year ended June 30, 2020 were \$63,183.

There were no non-employer contributing entities to IPERS.

Actuarial Assumptions – The total pension liability in the June 30, 2019 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Rate of inflation (effective June 30, 2017)	2.60 percent per annum
Rates of salary increase (effective June 30, 2017)	3.25 to 16.25 percent, average, including inflation. Rates vary by membership group.
Long-term investment rate of return (effective June 30, 2017)	7.00 percent compounded annually, net of investment expense including inflation
Wage growth (effective June 30, 2017)	3.25 percent per annum based on 2.60 percent inflation and 0.65 percent real wage inflation

The actuarial assumptions used in the June 30, 2019 valuation were based on the results of economic assumption study dated March 24, 2017 and a demographic assumption study dated June 28, 2018.

Mortality rates used in the 2019 valuation were based on the RP-2014 Employee and Healthy Annuitant Tables with MP-2017 generational adjustments.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting and expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

Asset Class	Asset Allocation	Long-Term Expected Real Rate of Return
Core Plus Fixed Income	27%	1.71%
Domestic Equity	22	5.6
International Equity	15	6.08
Private Equity/Debt	11	10.13
Private Real Assets	7.5	4.76
Public Real Assets	7	2.81
Public Credit	3.5	3.32
Global smart beta equity	3	5.82
Private Credit	3	3.01
Cash	1	(0.21)
	<u>100%</u>	

Discount Rate – The discount rate used to measure the total pension liability was 7.0 percent. The projection of cash flows used to determine the discount rate assumed that employee contributions from the City will be made at contractually required rates, actuarially determined. Based on those assumptions, the pension plan’s fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Pension Plan Fiduciary Net Position – Detailed information about the pension plan’s fiduciary net position is available in the separately issued IPERS financial report which is available on IPERS’ website at www.ipers.org.

City Specific IPERS Disclosures

Net Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions – At June 30, 2020, the City reported a liability of \$4,594,347 for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2019, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The City’s proportion of the net pension liability was based on the City’s share of contributions to the pension plan relative to the contributions of all IPERS participating employers. At June 30, 2019, the City’s collective proportion was .0793407 percent which was a decrease of .0010740 percent from its proportion measured as of June 30, 2018.

For the year ended June 30, 2020, the City recognized pension expense of \$802,395. At June 30, 2020, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences Between Expected and Actual Experience	\$ 12,737	\$ 165,189
Changes of Assumptions	492,120	-
Net Difference Between Projected and Actual Earnings on Pension Plan Investments	-	517,728
Changes in Proportion and Differences Between City Contributions and Proportionate Share of Contributions	66,486	154,418
City Contributions Subsequent to the Measurement Date	616,287	-
Total	<u>\$ 1,187,630</u>	<u>\$ 837,335</u>

The \$616,287 reported as deferred outflows of resources related to pensions resulting from the City contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended June 30, 2021.

Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Years Ending June 30	Total
2021	60,854
2022	(136,599)
2023	(79,694)
2024	(92,684)
2025	(17,869)
	<u>\$ (265,992)</u>

Sensitivity of the City's Proportionate Share of the Net Pension Liability to Changes in the Discount Rate - The following presents the City's proportionate share of the net pension liability calculated using the discount rate of 7.0 percent, as well as what the City's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (6.0 percent) or 1-percentage-point higher (8.0 percent) than the current rate.

	1% Decrease (6.00%)	Discount Rate (7.00%)	1% Increase (8.00%)
City's Proportionate Share of the Net Pension Liability	\$ 8,158,077	\$ 4,594,347	\$ 1,605,129

Payable to the Pension Plan – At June 30, 2020, the City reported payables to the defined benefit pension plan of \$0 for legally required employer contributions and \$0 for legally required employee contributions which had been withheld from employee wages but not yet remitted to IPERS.

Water Works Specific IPERS Disclosures

Net Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions – At June 30, 2020, the Water Works reported a liability of \$512,025 for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2019, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The Water Work's proportion of the net pension liability was based on the Water Work's share of contributions to the pension plan relative to the contributions of all IPERS participating employers. At June 30, 2019, the Water Work's collective proportion was .008842 percent which was a decrease of .00529 percent from its proportion measured as of June 30, 2018.

For the year ended June 30, 2020, the Water Works recognized pension expense of \$108,991. At June 30, 2020, the Water Utility reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences Between Expected and Actual Results	\$ 1,419	\$ 18,410
Changes of Assumptions	54,845	-
Net Difference Between Projected and Actual Earnings on Pension Plan Investments	-	57,700
Changes in Proportion and Differences Between City Contributions and Proportionate Share of Contributions	60,990	4,640
Water Works Contributions Subsequent to the Measurement Date	63,183	-
Total	<u>\$ 180,437</u>	<u>\$ 80,750</u>

The \$63,183 reported as deferred outflows of resources related to pensions resulting from the Water Works contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended June 30, 2021. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Years Ending June 30,	Total
2021	\$ 26,396
2022	2,470
2023	7,280
2024	(1,016)
2025	1,374
	<u>\$ 36,504</u>

Sensitivity of the Utility's Proportionate Share of the Net Pension Liability to Changes in the Discount Rate - The following presents the Water Utility's proportionate share of the net pension liability calculated using the discount rate of 7.0 percent, as well as what the Water Utility's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (6.0 percent) or 1-percentage-point higher (8.0 percent) than the current rate.

	1% Decrease (6.0%)	Discount Rate (7.0%)	1% Increase (8.0%)
Water Works' Proportionate Share of the Net Pension Liability	\$ 909,191	\$ 512,025	\$ 178,886

Payable to the Pension Plan – At June 30, 2020, the Water Works reported payables to the defined benefit pension plan of \$0 for legally required employer contributions and \$0 for legally required employee contributions which had been withheld from employee wages but not yet remitted to IPERS.

(b) Municipal Fire and Police Retirement System of Iowa – MFPRSI

Plan Description – MFPRSI membership is mandatory for fire fighters and police officers covered by provisions of Chapter 411 of the Code of Iowa. Employees of the City are provided with pensions through a cost-sharing multiple employer defined benefit pension plan administered by MFPRSI. MFPRSI issues a stand-alone financial report which is available to the public by mail at 7155 Lake Drive, Suite 201, West Des Moines, Iowa 50366 or at www.mfprsi.org.

MFPRSI benefits are established under Chapter 411 of the Code of Iowa and the administrative rules thereunder. Chapter 411 of the Code of Iowa and the administrative rules are the official plan documents. The following brief description is provided for general informational purposes only. Refer to the plan documents for more information.

Pension Benefits – Members with 4 or more years of service are entitled to pension benefits beginning at age 55. Full-service retirement benefits are granted to members with 22 years of service, while partial benefits are available to those members with 4 to 22 years of service based on the ratio of years completed to years required (i.e., 22 years). Members with less than 4 years of service are entitled to a refund of their contribution only, with interest, for the period of employment.

Benefits are calculated based upon the member's highest 3 years of compensation. The average of these 3 years becomes the member's average final compensation. The base benefit is 66 percent of the member's average final compensation. Additional benefits are available to members who perform more than 22 years of service (2 percent for each additional year of service, up to a maximum of 8 years). Survivor benefits are available to the beneficiary of a retired member according to the provisions of the benefit option chosen plus an additional benefit for each child. Survivor benefits are subject to a minimum benefit for those members who chose the basic benefit with a 50 percent surviving spouse benefit.

Active members, at least 55 years of age, with 22 or more years of service have the option to participate in the Deferred Retirement Option Program (DROP). The DROP is an arrangement whereby a member who is otherwise eligible to retire and commence benefits opts to continue to work. A member can elect a 3, 4, or 5-year DROP period. By electing to participate in DROP the member is signing a contract indicating the member will retire at the end of the selected DROP period. During the DROP period the member's retirement benefit is frozen and a DROP benefit is credited to a DROP account established for the member. Assuming the member completes the DROP period, the DROP benefit is equal to 52% of the member's retirement benefit at the member's earliest date eligible and 100% if the member delays enrollment for 24 months. At the member's actual date of retirement the member's DROP account will be distributed to the member in the form of a lump sum or rollover to an eligible plan.

Disability and Death Benefits – Disability coverage is broken down into two types, accidental and ordinary. Accidental disability is defined as permanent disability incurred in the line of duty, with benefits equivalent to the greater of 60 percent of the member's average final compensation or the member's service retirement benefit calculation amount. Ordinary disability occurs outside the call of duty and pays benefits equivalent to the greater of 50 percent of the member's average final compensation, for those with 5 or more years of service, or the member's service retirement benefit calculation amount, and 25 percent of average final compensation for those with less than 5 years of service.

Death benefits are similar to disability benefits. Benefits for accidental death are 50 percent of the average final compensation of the member plus an additional amount for each child, or the provisions for ordinary death. Ordinary death benefits consist of a pension equal to 40 percent of the average final compensation of the member plus an additional amount for each child, or a lump-sum distribution to the designated beneficiary equal to 50 percent of the previous year's earnable compensation of the member or equal to the amount of the member's total contributions plus interest.

Benefits are increased (escalated) annually in accordance with Chapter 411.6 of the Code of Iowa which states a standard formula for the increases.

The surviving spouse or dependents of an active member who dies due to a traumatic personal injury incurred in the line of duty receives a \$100,000 lump-sum payment.

Contributions – Member contribution rates are set by state statute. In accordance with Chapter 411 of the Code of Iowa as modified by act of the 1994 General Assembly, to establish compliance with the Federal Older Workers Benefit Protections Act, the contribution rate was 9.40% of earnable compensation for the year ended June 30, 2020.

Employer contribution rates are based upon an actuarially determined normal contribution rate and set by state statute. The required actuarially determined contributions are calculated on the basis of the entry age normal method as adopted by the Board of Trustees as permitted under Chapter 411 of the Code of Iowa. The normal contribution rate is provided by state statute to be the actuarial liabilities of the plan less current plan assets, with such total divided by 1 percent of the actuarially determined present value of prospective future compensation of all members, further reduced by member contributions and state appropriations. Under the Code of Iowa the employer's contribution rate cannot be less than 17.00% of earnable compensation. The contribution rate was 24.41% for the year ended June 30, 2020.

The City's contributions to MFPRSI for the year ended June 30, 2020 was \$1,105,918.

If approved by the state legislature, state appropriation may further reduce the employer's contribution rate, but not below the minimum statutory contribution rate of 17.00% of earnable compensation. The State of Iowa therefore is considered to be a non-employer contributing entity in accordance with the provisions of the Governmental Accounting Standards Board Statement No 67 – *Financial Reporting for Pension Plans*.

There were no state appropriations to MFPRSI during the fiscal year ended June 30, 2020.

Actuarial Assumptions - The total pension liability in the June 30, 2019, actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Rate of inflation (effective June 30, 2017)	3.00 percent per annum
Rates of salary increase (effective June 30, 2017)	3.75 to 15.11 percent, average, including inflation. Rates vary by membership group.
Long-term investment rate of return (effective June 30, 2017)	7.50 percent compounded annually, net of investment expense including inflation

The actuarial assumptions used in the June 30, 2019 valuation were based on the results of an actuarial experience study for the period of July 1, 2007 to June 30, 2017. There were no significant changes of benefit terms.

Postretirement mortality rates were based on the RP-2014 Blue Collar Combined Healthy Annuitant Table with males set-forward zero years, females set-forward two years and disabled individuals set-forward three years (male only rates), with generational projection of future mortality improvement with 50% of Scale BB beginning in 2017.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates (i.e., expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target allocation and best estimates of geometric real rates of return for each major asset class are summarized in the following table:

<u>Asset Class</u>	<u>Long-Term Expected Real Rate of Return</u>
Large Cap	5.5%
Small Cap	5.8%
International Large Cap	7.3%
Emerging Markets	9.0%
Emerging Market Debt	6.3%
Private Non-Core Real Estate	8.0%
Master Limited Partnerships	9.0%
Private Equity	9.0%
Core Plus Fixed Income	3.3%
Private Core Real Estate	6.0%
Tactical Asset Allocation	6.4%

Discount Rate – The discount rate used to measure the total pension liability was 7.50%. The projection of cash flows used to determine the discount rate assumed that contributions will be made at 9.4% of covered payroll and the City contributions will be made at rates equal to the difference between actuarially determined rates and the member rate. Based on those assumptions, the pension plan’s fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Pension Plan Fiduciary Net Position – Detailed information about the pension plan’s fiduciary net position is available in the separately issued MFPRSI financial report which is available on MFPRSI’s website at www.mfprsi.org.

Net Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions – At June 30, 2020, the City reported a liability of \$9,473,600 for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2019, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The City’s proportion of the net pension liability was based on the City’s share of contributions to the pension plan relative to the contributions of all MFPRSI participating employers. At June 30, 2019, the City’s collective proportion was 1.444308 percent which was a decrease of .090416 percent from its proportion measured as of June 30, 2018.

For the year ended June 30, 2020, the City recognized pension expenses of \$1,898,576. At June 30, 2020 the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences Between Expected and Actual Results	\$ 326,221	\$ 88,650
Changes of Assumptions	475,652	41,232
Net Difference Between Projected and Actual Earnings on Pension Plan Investments	521,959	-
Changes in Proportion and Differences Between City Contributions and Proportionate Share of Contributions	227,019	571,207
City Contributions Subsequent to the Measurement Date	1,105,918	-
Total	<u>\$ 2,656,769</u>	<u>\$ 701,089</u>

The \$1,105,918 reported as deferred outflows of resources related to pensions resulting from City contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended June 30, 2021.

Amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Years Ended June 30,	Total
2021	\$ 525,317
2022	(8,049)
2023	206,563
2024	138,921
2025	(12,990)
	<u>\$ 849,762</u>

Sensitivity of the City's Proportionate Share of the Net Pension Liability to Changes in the Discount Rate - The following presents the City's proportionate share of the net pension liability calculated using the discount rate of 7.5 percent, as well as what the City's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (6.5 percent) or 1-percentage-point higher (8.5 percent) than the current rate.

	1% Decrease (6.5%)	Discount Rate (7.50%)	1% Increase (8.50%)
City's Proportionate Share of the Net Pension Liability	\$ 15,424,682	\$ 9,473,600	\$ 4,544,939

Payables to the Pension Plan – At June 30, 2020, the City reported payables to the defined benefit pension plan of \$0 for legally required employer contributions and \$0 for legally required employee contributions which had been withheld from employee wages but not yet remitted to MFPSI.

(c) Pension Plan – Marshalltown Water Works Supplemental Retirement and Pension Plan

Plan Description – The Water Works maintains the Marshalltown Water Works Supplemental Retirement and Pension Plan, which is a single employer defined benefit plan administered by United Bank and Trust.

The Plan was established by the Marshalltown Water Works' Board of Trustees on September 30, 1953. The Plan was restated and amended on January 1, 2014. The Board of Trustees has the authority to amend the Plan at any time.

Pension Benefits – Employees who retire at or after age 65, or age 62 with 25 years of credited service, are entitled to retirement benefits payable monthly for life. Monthly benefits are equal to 2.12% of the employee's five-year final average salary multiplied by the number of years of consecutive service for the year ended June 30, 2020. Service prior to January 1, 1986 shall be limited to 25 years. Benefits are fully vested on reaching 10 or more years of credited service.

Disability and Death Benefits – A vested member who is awarded federal Social Security disability benefits is eligible to claim Water Works pension benefits regardless of age. Disability benefits are not reduced for early retirement. If a member dies before retirement and has participated in the plan for 10 or more years prior to death, and is totally vested, the surviving spouse may request a return of the participant's accrued contributions with interest to the date of the participant's death, or may leave the balance in the pension plan and be entitled to a joint and 100% survivor annuity at the time the participant would have become eligible for pension benefits.

Contributions – The Water Works' funding policy provides for employer and employee contributions at actuarially determined rates that are sufficient to accumulate assets to pay benefits when due. The frozen entry age actuarial cost method is used to determine annual plan costs. The employer contribution rate for the year ended June 30, 2020 and 2019 was 8.93% plus an additional \$5,000 per bi-weekly payroll. The employee contribution rate for the year ended June 30, 2020 was 4.95%. Contributions paid by the Water Works for the year ended June 30, 2020 and 2019 totaled \$168,760, and the contributions paid by employees totaled \$21,485.

Net Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions – At June 30, 2020, the Water Works reported a net pension liability of \$1,524,033. The net pension liability was measured as of April 1, 2020, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that April 1, 2020.

For the year ended June 30, 2020, the Water Works recognized pension expense of \$142,611. At June 30, 2020 Water Works reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences Between Expected and Actual Results	\$ -	\$ 4,400
Net Difference Between Projected and Actual Earnings on Pension Plan Investments	<u>138,495</u>	<u>11,295</u>
Total	<u><u>\$ 138,495</u></u>	<u><u>\$ 15,695</u></u>

Amounts reported as deferred outflows of resources and deferred inflows of resources related to the pension will be recognized in pension expense as follows:

Years Ending June 30,	Total
2021	\$ 22,631
2022	34,096
2023	36,213
2024	29,860
2025	<u>-</u>
	<u><u>\$ 122,800</u></u>

Actuarial Assumptions – The total pension liability in the April 1, 2020 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Rates of salary increase (effective April 1, 2020)	3.00 percent per annum
Long-term investment rate of return (effective April 1, 2020)	7.00 percent compounded annually

The actuarial assumptions used in the April 1, 2020 valuation were based on the results of actuarial experience studies with dates corresponding to those listed above.

Mortality rates were based on the 1983 Group Annuity Mortality Table.

The long-term expected rate of return on pension plan investments was determined using best-estimate ranges of expected future real rates (expected returns, net of pension plan investment expense and inflation). These ranges are combined to produce the long-term expected rate of return. The annual money-weighted rate of return on pension plan investments, net of pension plan investment expense, was 4.40% based on the target allocation of assets summarized in the following table:

<u>Asset Class</u>	<u>Asset Allocation</u>
Large Cap Equity	30.0%
Small Cap Equity	10.0
International Equity	10.0
High Dividend Equity	10.0
Fixed Income	40.0
Total	<u>100.0%</u>

Sensitivity of the Water Works' Net Pension Liability to Changes in the Discount Rate – The following presents the Water Works' net pension liability calculated using the discount rate of 7.0 percent, as well as what the Water Works' net pension liability would be if it were calculated using a discount rate that is 1-percentage point lower (6.0 percent) or 1-percentage point higher (8.0 percent) than the current rate.

	1% Decrease (6.00%)	Discount Rate (7.00%)	1% Increase (8.00%)
Water Works' Proportionate Share of the Net Pension Liability	\$ 1,737,437	\$ 1,524,033	\$ 1,340,042

Note 8 - Other Postemployment Benefits

Plan Description - The City operates a single-employer retiree benefit plan which provides postemployment medical and dental benefits for retirees and their spouses. No assets are accumulated in a trust that meets the criteria in paragraph 4 of GASB Statement No. 75. The Plan does not issue a stand-alone financial report.

OPEB Benefits - Retirees or eligible spouses are required to contribute for their coverage the following percentages of the total premium:

- 50% if disabled while on duty (police or fire) except disability related expenses are 100% paid by the City,
- 50% if retiring employee satisfies the rule of 88 or police/fire employee is 55 with 22 years of service,
- 50% for grandfathered police/fire,
- 100% for all other including surviving spouses.

To be eligible for the medical and dental insurance coverage, a retiree must be at least 55 years old, or disabled and receiving or eligible to receive a pension under the Iowa Public Employees' Retirement System (IPERS) or the Municipal Fire and Police Retirement System of Iowa (MFPRSI). At July 1, 2019 the following employees were covered by the benefit terms:

Inactive employees or beneficiaries currently receiving benefit payments	58
Active employees	<u>147</u>
Total	<u><u>205</u></u>

Total OPEB Liability – The City's total OPEB liability of \$15,191,207 was measured as of June 30, 2020, and was determined by an actuarial valuation as of July 1, 2019.

Actuarial Assumptions – The total OPEB liability in the July 1, 2019 actuarial valuation was determined using the following actuarial assumptions and the entry age normal actuarial cost method, applied to all periods included in the measurement.

Rate of inflation (effective June 30, 2020)	3.00% per annum
Rates of salary increase (effective June 30, 2020)	0.00%, OPEB's directly determined by Service Years not Salary
Discount rate (effective June 30, 2020)	2.70% compounded annually, net of investment expense including inflation
Healthcare cost trend rate (effective June 30, 2020)	6.00%

Discount Rate – The discount rate used to measure the total OPEB liability was 2.70% which reflects the index rate for 20-year tax-exempt general obligation municipal bonds with an average rating of AA/Aa or higher as of the measurement date.

Mortality rates are from the RP 2014 Annuity Mortality table. Annual retirement probabilities are based on varying rates by age and turnover probabilities mirror those used by IPERS.

The actuarial assumptions used in the July 1, 2019 valuation were based on the results of an actuarial experience study with dates corresponding to those listed above.

Changes in the Total OPEB Liability

	<u>Total OPEB Liability</u>
Total OPEB liability beginning of year	<u>\$ 15,227,115</u>
Changes for the year	
Service Cost	276,589
Interest	270,079
Net difference between projected and actual earnings on pension plan investments	(953,812)
Change in assumptions	894,265
Benefit payments	<u>(523,029)</u>
Net changes	<u>(35,908)</u>
Total OPEB Liability, End of Year	<u><u>\$ 15,191,207</u></u>

Sensitivity of the City's Total OPEB Liability to Changes in the Discount Rate – The following presents the total OPEB liability of the City, as well as what the City's total OPEB liability would be if it were calculated using a discount rate that is 1% lower (1.70%) or 1 % higher (3.70%) than the current discount rate.

	<u>1% Decrease (1.70%)</u>	<u>Discount Rate (2.70%)</u>	<u>1% Increase (3.70%)</u>
Total OPEB Liability	\$ 17,517,580	\$ 15,191,207	\$ 13,299,015

Sensitivity of the City's Total OPEB Liability to Changes in the Healthcare Cost Trend Rates – The following presents the total OPEB liability of the City, as well as what the City's total OPEB liability would be if it were calculated using healthcare cost trend rates that are 1% lower (5.00%) or 1% higher (7.00%) than the current healthcare cost trend rates.

	<u>1% Decrease (5.00%)</u>	<u>Healthcare Cost Trend Rate (6.00%)</u>	<u>1% Increase (7.00%)</u>
Total OPEB Liability	\$ 13,077,761	\$ 15,191,207	\$ 17,781,622

OPEB Expense, Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB – For the year ended June 30, 2020, the City recognized OPEB expense of \$581,056. At June 30, 2020, the City reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following:

	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Differences between expected and actual experience	\$ 693,771	\$ 1,234,486
Changes in assumptions	<u>1,677,770</u>	<u>-</u>
Total	<u>\$ 2,371,541</u>	<u>\$ 1,234,486</u>

The amount reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized as OPEB expense as follows:

<u>Years Ending June 30</u>	<u>Total</u>
2021	34,234
2022	34,234
2023	34,234
2024	34,234
2025	34,234
Thereafter	<u>965,885</u>
	<u>\$ 1,137,055</u>

Note 9 - Risk Management

The City is a member in the Iowa Communities Assurance Pool (Pool), as allowed by Chapter 670.7 of the Code of Iowa. The Pool is a local government risk-sharing pool whose 775 members include various governmental entities throughout the State of Iowa. The Pool was formed in August 1986 for the purpose of managing and funding third-party liability claims against its members. The Pool provides coverage and protection in the following categories: general liability, automobile liability, automobile physical damage, public officials' liability, police professional liability, property, inland marine, and boiler/machinery. There have been no reductions in insurance coverage from prior years.

Each member's annual casualty contributions to the Pool fund current operations and provide capital. Annual operating contributions are those amounts necessary to fund, on a cash basis, the Pool's general and administrative expenses, claims, claims expenses, and reinsurance expenses due and payable in the current year, plus all or any portion of any deficiency in capital. Capital contributions are made during the first six years of membership and are maintained at a level determined by the Board not to exceed 300% of the total current members' basis rates or to comply with the requirements of any applicable regulatory authority having jurisdiction over the Pool.

The Pool also provides property coverage. Members who elect such coverage make annual operating contributions which are necessary to fund, on a cash basis, the Pool's general and administrative expenses and reinsurance premiums, all of which are due and payable in the current year, plus all or any portion of any deficiency in capital. Any year-end operating surplus is transferred to capital. Deficiencies in operations are offset by transfers from capital and, if insufficient, by the subsequent year's member contributions.

The City's property and casualty contributions to the risk pool are recorded as expenditures from its operating funds at the time of payment to the risk pool. The City's contributions to the Pool for the year ended June 30, 2020 were \$248,287.

The Pool uses reinsurance and excess risk-sharing agreements to reduce its exposure to large losses. The Pool retains general, automobile, police professional and public officials' liability risks up to \$500,000 per claim. Claims exceeding \$500,000 are reinsured through reinsurance and excess risk-sharing certificate. Property and automobile physical damage risks are retained by the Pool up to \$250,000 each occurrence, each location, with excess coverage reinsured by Lexington Insurance Company.

The Pool's intergovernmental contract with its members provides that in the event a casualty claim or series of claims exceeds the amount of risk-sharing protection provided by the member's risk-sharing certificate, or in the event that a series of casualty claims exhaust total members' equity plus any reinsurance and any excess risk-sharing recoveries, then payment of such claims shall be the obligation of the respective individual member. The City does not report a liability for losses in excess of reinsurance or excess risk-sharing recoveries unless it is deemed probable that such losses have occurred and the amount of such losses can be reasonably estimated. Accordingly, at June 30, 2020, no liability has been recorded in the City's financial statements. As of June 30, 2020, settled claims have not exceeded the risk pool or reinsurance coverage since the Pool's inception.

Members agree to continue membership in the Pool for a period of not less than one full year. After such period, a member who has given sixty days prior written notice may withdraw from the Pool. Upon withdrawal, payments for all casualty claims and claims expenses become the sole responsibility of the withdrawing member, regardless of whether a claim was incurred or reported prior to the member's withdrawal. Members withdrawing within the first six years of membership may receive a partial refund of their casualty capital contributions. If a member withdraws after the sixth year, the member is refunded 100% of its casualty capital contributions. However, the refund is reduced by an amount equal to the annual casualty operating contribution which the withdrawing member would have made for the one-year period following withdrawal.

The City has established a Group Insurance Benefits Fund for insuring health benefits provided to City employees and covered dependents which is included as an internal service fund. Health benefits were self-insured up to a specific stop-loss amount of \$85,000 and an aggregate stop-loss of approximately \$3,100,000 for 2020. Coverage from a private insurance company is maintained for losses in excess of the aggregate stop-loss amount. All claims handling procedures are performed by a third-party claims administrator. Reported claims as of June 30, 2020, as well as incurred but not reported claims, have been accrued as a liability based upon the claims administrator's estimate and are included in accounts payable. The liability does not include any allocated or unallocated claim adjustment expenses.

All operating funds of the City participate in the program and make payments to the Group Insurance Benefits Fund based on actuarial estimates of the amounts needed to pay prior and current year claims.

The City has established an Occupational Insurance Benefits Fund to self-insure for workers' compensation benefits for all currently employed police officers and firefighters and police officers and firefighters who have retired due to an accidental disability prior to December 1992, in accordance with Chapter 411.15 of the Code of Iowa. The General Fund is charged for benefits paid to police officers and firefighters by the Occupational Insurance Benefits Fund, which is also accounted for as an internal service fund. Reported claims as of June 30, 2020, as well as incurred but not reported claims, have been accrued as a liability based upon the City's best estimate and are included in accounts payable. The liability does not include any allocated or unallocated claim adjustment expenses. There is no stop-loss insurance for this coverage.

The claims liabilities of \$489,020 in the Group Insurance Benefits Fund and \$4,196 in the Occupational Insurance Benefits Fund are based on the requirements of Governmental Accounting Standards Board Statement No. 10, which requires that a liability for claims be reported if information prior to the issuance of the financial statements indicates that it is probable that a liability has been incurred at the date of the financial statements and the amount of the loss can be reasonably estimated. The entire amounts will be paid within one year of year-end.

Changes in reported liabilities for the fiscal years ended June 30, 2020 and 2019, are summarized as follows:

	Group Insurance Benefits Fund	Occupational Insurance Benefits Fund
Liabilities as of June 30, 2018	\$ 379,176	\$ 84,821
Claims and Changes in Estimates During Fiscal Year 2019	2,490,144	58,992
Claim Payments	<u>(2,343,418)</u>	<u>(140,697)</u>
Liabilities as of June 30, 2019	525,902	3,116
Claims and Changes in Estimates During Fiscal Year 2020	2,959,442	128,294
Claim Payments	<u>(2,996,324)</u>	<u>(127,214)</u>
Liabilities as of June 30, 2020	<u><u>\$ 489,020</u></u>	<u><u>\$ 4,196</u></u>

Note 10 - Deferred Compensation Plan

The City offers its employees a deferred compensation plan created in accordance with Internal Revenue Code Section 457. The plan, available to all regular City employees, permits them to defer a portion of their salary until future years. Participation in the plan is optional. The deferred compensation is not available to employees, until termination, retirement, death, or unforeseeable emergency. The plan complies with IRC Section 457(g), which allows for the plan to hold its assets in trust. Under these requirements, the City does not own the amount deferred by employees and, therefore, the liability and corresponding investment are not reflected in the financial statements.

During this fiscal year, the City also made payroll IRAs available to its employees in accordance with Internal Revenue Code Section 401. This plan is also available to all regular City employees. Participation is optional and withdrawals are governed by current IRS regulations.

Note 11 - Commitments

The City has recognized as a liability only that portion of construction contracts representing construction completed through June 30, 2020. The City has additional commitments for signed construction contracts of approximately \$4,887,998 as of June 30, 2020, to be paid as work on the projects progresses.

Note 12 - Major Customer

The financial statements of the Water Pollution Control Enterprise Fund include sales and receivables from Swift and Company, a major customer, of \$2,772,254 and \$464,527 respectively.

Note 13 - Litigation

The City is a defendant in several claims and lawsuits. In the opinion of the City Attorney and management, the resolution of these matters will not have a material adverse effect on the financial condition of the City.

Note 14 - Deficit Balances

At June 30, 2020, funds with deficit balances were as follows:

Special Revenue Fund - Disaster Fund	\$ (167,506)
Non-major special revenue fund - Grant Fund	(100,401)
Non-major capital projects funds - Airports Projects Fund	(244,946)
Non-major enterprise fund - Recreation Concessions	(22,901)

These deficit balances will be recovered through future grant funding and future charges for services.

Note 15 - Tax Abatements

Governmental Accounting Standards Board Statement No. 77 defines tax abatements as a reduction in tax revenues that results from an agreement between one or more governments and an individual or entity in which (a) one or more governments promise to forgo tax revenues to which they are otherwise entitled and (b) the individual or entity promises to take a specific action after the agreement has been entered into that contributes to economic development or otherwise benefits the governments or the citizens of those governments.

The City provides tax abatements for urban renewal and economic development projects with tax increment financing as provided for in Chapters 15A and 403 of the Code of Iowa. For these types of projects, the City enters into agreements with developers which require the City, after developers meet the terms of the agreements, to rebate a portion of the property tax paid by the developers, to pay the developers an economic development grant or to pay the developers a predetermined dollar amount. No other commitments were made by the City as part of these agreements.

For the year ended June 30, 2020, \$78,073 of property tax was diverted from the City under the urban renewal and economic development projects.

Note 16 - Subsequent Events

The City experienced a derecho windstorm on August 10, 2020. Industry, businesses and residences throughout the community were affected. The City received a Federal Public Assistance Disaster Declaration, which allows the City to request reimbursement of up to 85 percent (75 percent Federal and 10 percent State) for debris removal, emergency protective measures, and other repair projects throughout the City. Additionally, the Federal Individual Assistance was also extended to individual citizens of the community. City properties and equipment were also damaged, but the City's insurance mostly covered its damage except for a \$10,000 deductible.

Revenue and expenses were tracked in a disaster fund and insurance fund. To date the City has expended approximately 2.3 million dollars for both its own properties and the community clean-up. As of December 2020, FEMA projects have not been obligated but the City anticipates these projects will be obligated soon. Upon close-out of the projects, the City is anticipating receiving approximately \$3 million in revenues in FY21 thru FY22.

On September 28, 2020, the City of Marshalltown issued General Obligation bonds, Series 2020A in the amount of \$9,590,000 with an interest rate on the bonds of .79%, with a maturity date of June 1, 2032. The City maintained their Aa2 bond rating. \$6,500,000 of the bond will be used for two fire truck purchases, trail projects, park projects, railroad crossing safety improvement, streets, sidewalks, parking lot, tennis court reconstruction, and stormwater improvements. This part of the bond will be repaid with the property tax debt service levy and storm water revenue. The remaining \$3,000,000 of the bond was used for refunding the General Obligation Bond Series 2011B, 2012A (partial) and 2014 in order to get a lower interest rate, which produced a net present value saving over \$193,000. This refunding will be repaid with debt service levy.

On September 28, 2020, the City of Marshalltown issued General Obligation bonds, Series 2020B in the amount of \$2,030,000 with an interest rate on the bonds of 1.11 %, with a maturity date of June 1, 2032. The City maintained their Aa2 bond rating. All proceeds for this bond will be used for Airport improvements. The bond will be repaid with the property tax debt service levy.

Note 17 - Contingencies

The COVID-19 outbreak is disrupting businesses across a range of industries in the United States and financial markets have experienced a significant decline. As a result, local, regional and national economies, including that of the City, may be adversely impacted. The extent of the financial impact of COVID-19 will depend on future developments, including the duration and spread, which are uncertain and cannot be predicted. Due to the uncertainties surrounding the outbreak, management cannot presently estimate the potential impact to the City's operations and finances.

Through the Coronavirus Relief Fund, the CARES Act provided payments to State, Local and Tribal Governments to help navigate the impact of the COVID-19 outbreak. The State of Iowa allocated \$125 million for local governments (\$40 million for counties, \$60 million for cities, and \$25 million for the State and Local match required with FEMA projects). Marshalltown was allocated and received \$633,759 based on the City's population. In addition, the City has incurred a total of \$49,165 for personal protective equipment (PPE), disinfectants, sanitizers, thermometers, sneeze guards, etc. and has submitted the project to FEMA.

Required Supplementary Information
June 30, 2020

City of Marshalltown

City of Marshalltown
Required Supplementary Information
Schedule of Changes in the City's Total OPEB Liability, Related Ratios, and Notes

	Service Cost	Interest Cost	Difference between expected and actual	Changes in assumptions	Benefit payments	Net change in total OPEB liability	Total OPEB liability beginning of year	Total OPEB liability end of year	Covered employee payroll	Total OPEB liability as a % of covered- employee payroll
2020	\$ 276,589	\$ 270,079	\$ (953,812)	\$ 894,265	\$ (523,029)	\$ (35,908)	\$ 15,227,115	\$ 15,191,207	\$ 11,192,555	135.73%
2019	281,820	499,714	96,036	1,061,967	(540,579)	1,398,958	13,828,157	15,227,115	10,534,199	144.55%
2018	242,496	458,043	206,821	-	(504,093)	403,267	13,424,890	13,828,157	10,496,813	131.74%

Note: GASB Statement No. 75 requires ten years of information to be presented in this table. However, until a full 10-year trend is compiled, the City will present information for those years for which information is available.

Notes to Schedule of Changes in the City of Marshalltown's Total OPEB Liability and Related Ratios

No assets are accumulated in a trust that meets the criteria in paragraph 4 of GASB 75.

Changes in benefit terms – There were no significant changes in benefit terms.

Changes in assumptions – Changes in assumptions and other inputs reflect the effects of changes in the discount rate each period. The following are the discount rates used in each period.

Year ended June 30, 2020	2.70%
Year ended June 30, 2019	3.15%
Year ended June 30, 2018	3.72%

City of Marshalltown
Required Supplementary Information
Budgetary Comparison Schedule of Receipts, Disbursements, and
Changes in Balances – Budget and Actual (Cash Basis)
Governmental Funds and Enterprise Funds
Year Ended June 30, 2020

	Actual			Budgeted Amounts		Final to
	Governmental Funds	Enterprise Funds	Total	Original Budget	Final Budget	Actual Variance
Receipts						
Property taxes	\$ 11,694,643	\$ -	\$ 11,694,643	\$ 12,004,303	\$ 12,004,303	\$ (309,660)
TIF revenues	639,223	-	639,223	653,848	653,848	(14,625)
Other city taxes	6,358,717	-	6,358,717	5,265,085	6,240,285	118,432
Licenses and permits	307,594	32,118	339,712	262,094	319,569	20,143
Use of money and property	734,232	512,130	1,246,362	402,922	669,236	577,126
Intergovernmental	6,880,142	928,114	7,808,256	13,202,353	9,008,718	(1,200,462)
Charges for service	804,219	9,379,949	10,184,168	9,902,730	10,242,337	(58,169)
Special assessments	5,603	-	5,603	10,000	5,000	603
Miscellaneous	2,510,427	10,530	2,520,957	3,548,624	2,876,242	(355,285)
Other financing sources	5,702,124	10,649,967	16,352,091	5,662,000	17,572,102	(1,220,011)
Total receipts	35,636,924	21,512,808	57,149,732	50,913,959	59,591,640	(2,441,908)
Disbursements						
Public safety	9,230,633	-	9,230,633	10,403,840	9,469,090	238,457
Public works	4,786,671	-	4,786,671	5,996,675	5,560,451	773,780
Health and social services	458,372	-	458,372	1,571,506	1,817,503	1,359,131
Culture and recreation	3,116,511	-	3,116,511	3,068,551	3,528,012	411,501
Community and economic development	2,467,150	-	2,467,150	1,951,258	2,905,927	438,777
General government	1,436,963	-	1,436,963	1,575,923	2,209,271	772,308
Debt service	4,232,530	-	4,232,530	4,179,531	4,233,126	596
Capital projects	5,612,748	-	5,612,748	8,978,234	10,087,318	4,474,570
Business-type activities	-	19,944,628	19,944,628	13,253,620	23,384,264	3,439,636
Total disbursements	31,341,578	19,944,628	51,286,206	50,979,138	63,194,962	11,908,756
Excess (deficiency) of receipts over (under) disbursements	4,295,346	1,568,180	5,863,526	(65,179)	(3,603,322)	9,466,848
Transfers						
Transfers in	10,439,927	320,530	10,760,457	10,002,336	11,281,102	520,645
Transfers out	(10,760,457)	-	(10,760,457)	(10,002,336)	(11,281,102)	(520,645)
Total transfers	(320,530)	320,530	-	-	-	-
Net change in fund balances	3,974,816	1,888,710	5,863,526	(65,179)	(3,603,322)	9,466,848
Fund Balances, Beginning	26,022,905	17,776,440	43,799,345	36,324,528	44,246,254	(446,909)
Fund Balances, Ending	<u>\$ 29,997,721</u>	<u>\$ 19,665,150</u>	<u>\$ 49,662,871</u>	<u>\$ 36,259,349</u>	<u>\$ 40,642,932</u>	<u>\$ 9,019,939</u>

City of Marshalltown
Required Supplementary Information
Budgetary Comparison Schedule – Budget to GAAP Reconciliation
Year Ended June 30, 2020

	Governmental Funds			Proprietary Funds Enterprise		
	Cash Basis	Accrual Adjustments	Modified Accrual Basis	Cash Basis	Accrual Adjustments	Accrual Basis
Revenues	\$ 35,636,924	\$ 500,854	\$ 36,137,778	\$ 21,512,808	\$ (10,397,402)	\$ 11,115,406
Expenditures/Expenses	<u>31,341,578</u>	<u>204,838</u>	<u>31,546,416</u>	<u>19,944,628</u>	<u>(12,396,608)</u>	<u>7,548,020</u>
Net	4,295,346	296,016	4,591,362	1,568,180	1,999,206	3,567,386
Transfers	(320,530)	-	(320,530)	320,530	(313,254)	7,276
Beginning Fund Balances/ Net Position	<u>26,022,905</u>	<u>(369,336)</u>	<u>25,653,569</u>	<u>17,776,440</u>	<u>38,615,765</u>	<u>56,392,205</u>
Ending Fund Balances/ Net Position	<u>\$ 29,997,721</u>	<u>\$ (73,320)</u>	<u>\$ 29,924,401</u>	<u>\$ 19,665,150</u>	<u>\$ 40,301,717</u>	<u>\$ 59,966,867</u>

The budgetary comparison is presented as Required Supplementary Information in accordance with Governmental Accounting Standards Board Statement No. 41 for governments with significant budgetary perspective differences resulting from not being able to present budgetary comparisons for the General Fund and each major Special Revenue Fund.

In accordance with the Code of Iowa, the City Council annually adopts a budget on the cash basis following required public notice and hearing for all funds except internal service funds. The annual budget may be amended during the year utilizing similar statutorily prescribed procedures. Encumbrances are not recognized on the cash basis budget and appropriations lapse at year end.

Formal and legal budgetary control is based upon nine (9) major classes of disbursements known as functions, not by fund or fund type. These nine functions are: public safety, public works, health and social services, culture and recreation, community and economic development, general government, debt service, capital projects and business-type activities. Function disbursements required to be budgeted include disbursements for the General Fund, Special Revenue Funds, the Debt Service Fund, Capital Projects Funds and Enterprise Funds. Although the budget document presents function disbursements by fund type, the legal level of control is at the aggregated function level, not by fund. During the year, one budget amendment was prepared with the required public hearing. The amendment increased budgeted disbursements by \$12,215,824, excluding transfers out.

At June 30, 2020, disbursements did not exceed the amended budgeted amounts.

City of Marshalltown
Required Supplementary Information
Schedule of City's Proportionate Share of Net Pension Liability
Iowa Public Employees' Retirement System – IPERS

Fiscal Year Ended	City's proportion of the net pension liability	City's proportionate share of the net pension liability	City's covered payroll	City's proportionate share of the net pension liability as a percentage of its covered payroll	Plan fiduciary net position as a percentage of the total pension liability
2020	0.0793407%	\$ 4,594,347	\$ 6,042,108	76.04%	85.45%
2019	0.0804147%	5,088,837	6,059,552	83.98%	83.62%
2018	0.0777900%	5,181,791	5,806,629	89.24%	82.21%
2017	0.0815720%	5,044,545	5,772,452	87.39%	81.82%
2016	0.0827000%	4,109,324	5,714,192	71.91%	85.19%
2015	0.0827556%	3,349,191	5,521,483	60.66%	87.61%

See accompanying notes to required supplementary information.

Note: GASB Statement No.68 requires ten years of information to be presented in this table. However, until a full 10-year trend is compiled, the City will present information for those years for which information is available.

In accordance with GASB Statement No. 68, the amounts presented for each fiscal year were determined as of June 30 of the preceding fiscal year.

City of Marshalltown
Required Supplementary Information
Schedule of City Contributions
Iowa Public Employees' Retirement System – IPERS

Fiscal Year Ended	Statutorily Required Contribution	Contributions in Relation to the Statutorily Required Contribution	Contribution Deficiency (Excess)	City's Covered Payroll	Contributions as a Percentage of Covered Payroll
2020	\$ 616,287	\$ 616,287	\$ -	\$ 6,483,102	9.51%
2019	570,375	570,375	-	6,042,108	9.44%
2018	541,118	541,118	-	6,059,552	8.93%
2017	518,532	518,532	-	5,806,629	8.93%
2016	515,480	515,480	-	5,772,452	8.93%
2015	510,213	510,213	-	5,714,192	8.93%
2014	493,003	493,003	-	5,521,483	8.93%
2013	471,574	471,574	-	5,462,753	8.63%
2012	422,426	422,426	-	5,234,876	8.07%
2011	359,543	359,543	-	5,173,124	6.95%

Changes of benefit terms

There are no significant changes in benefit terms.

Changes of assumptions

The 2018 valuation implemented the following refinements as a result of a demographic assumption study dated June 28, 2018:

- Changed mortality assumptions to the RP-2014 mortality tables with mortality improvements modeled using Scale MP-2017
- Adjusted retirement rates
- Lowered disability rates
- Adjusted the probability of a vested Regular member electing to receive a deferred benefit
- Adjusted the merit component of the salary increase assumption

The 2017 valuation implemented the following refinements as a result of an experience study dated March 24, 2017:

- Decreased the inflation assumption from 3.00% to 2.60%.
- Decreased the assumed rate of interest on member accounts from 3.75% to 3.50% per year.
- Decreased the discount rate from 7.50% to 7.00%.
- Decreased the wage growth assumption from 4.00% to 3.25%.
- Decreased the payroll growth assumption from 4.00% to 3.25%.

The 2014 valuation implemented the following retirements as a result of a quadrennial experience study:

- Decreased the inflation assumption from 3.25% to 3.00%.
- Decreased the assumed rate of interest on member account from 4.00% to 3.75% t per year.
- Adjusted male mortality rates for retirees in the Regular membership group.
- Reduced retirement rates for sheriffs and deputies between the ages of 55 and 64.
- Moved from an open 30-year amortization period to a closed 30-year amortization period for the UAL beginning June 30, 2014. Each year thereafter, changes in the UAL from plan experience will be amortized on a separate closed 20-year period.

City of Marshalltown
Required Supplementary Information
Schedule of City's Proportionate Share of Net Pension Liability
Municipal Fire and Police Retirement System of Iowa - MFPRSI

Fiscal Year Ended	City's proportion of the net pension liability	City's proportionate share of the net pension liability	City's covered payroll	City's proportionate share of the net pension liability as a percentage of its covered payroll	Plan fiduciary net position as a percentage of the total pension liability
2020	1.444308%	\$ 9,473,600	\$ 4,372,115	216.68%	79.94%
2019	1.534724%	9,137,800	4,460,800	204.85%	81.07%
2018	1.480374%	8,682,024	4,192,720	207.07%	80.60%
2017	1.560279%	9,755,815	4,229,147	230.68%	78.20%
2016	1.515981%	7,122,296	3,975,266	179.17%	83.04%
2015	1.561055%	5,658,798	3,987,282	141.92%	86.27%

Note: GASB Statement No.68 requires ten years of information to be presented in this table. However, until a full 10-year trend is compiled, the City will present information for those years for which information is available.

In accordance with GASB Statement No. 68, the amounts presented for each fiscal year were determined as of June 30 of the preceding fiscal year.

City of Marshalltown
Required Supplementary Information
Schedule of City Contributions
Municipal Fire and Police Retirement System of Iowa – MFPRSI

Fiscal Year Ended	Statutorily Required Contribution	Contributions in Relation to the Statutorily Required Contribution	Contribution Deficiency (Excess)	City's Covered Payroll	Contributions as a Percentage of Covered Payroll
2020	\$ 1,105,918	\$ 1,105,918	\$ -	\$ 4,530,594	24.41%
2019	1,137,624	1,137,624	-	4,372,114	26.02%
2018	1,145,545	1,145,545	-	4,460,800	25.68%
2017	1,086,753	1,086,753	-	4,192,720	25.92%
2016	1,174,434	1,174,434	-	4,229,147	27.77%
2015	1,208,879	1,208,879	-	3,975,266	30.41%
2014	1,200,723	1,200,723	-	3,987,282	30.11%
2013	1,025,722	1,025,722	-	3,908,165	26.25%
2012	950,492	950,492	-	3,838,823	24.76%
2011	736,174	736,174	-	3,699,363	19.90%

Notes to Required Supplementary Information – Pension Liability:

Changes of benefit terms: There were no significant changes of benefit terms.

Changes of assumptions:

The 2018 valuation changed the Postretirement mortality rates to the RP-2014 Blue Collar Combined Health Mortality Table with males set-forward two years, females set-forward two years and individuals with disabilities set-forward three years (male only rates), with generational projection of future mortality improvement with 50% of Scale BB in 2017.

The 2017 valuation added five years projection of future mortality improvement with Scale BB.

The 2016 valuation changed postretirement mortality rates to the RP-2000 Blue Collar Combined Healthy Mortality Table with males set-back two years, females set-forward one year and disabled individuals set-forward on year (male only rates), with no projection of future mortality improvement.

The 2015 valuation phased in the 1994 Group Annuity Mortality Table for post-retirement mortality. This resulted in a weighting of 1/12 of the 1971 Group Annuity Mortality Table and 11/12 of the 1994 Group Annuity Mortality Table.

The 2014 valuation phased in the 1994 Group Annuity Mortality Table for post-retirement mortality. This resulted in a weighting of 2/12 of the 1971 Group Annuity Mortality Table and 10/12 of the 1994 Group Annuity Mortality Table.

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Other Supplementary Information
June 30, 2020

City of Marshalltown

Special Revenue Funds

Grant Fund – To account for various state and federal grant activities.

Special Contributions – To reflect activities associated with donations and special contributions to various City departments.

Tax Increment Financing – To account for revenue taxes levied for specific uses within the designated district. Specific uses may include the construction of infrastructure and payments associated with debt and other development agreements.

Other – To account for other various revenues, seized assets, City tort liability, special assessments and economic development gift funding.

Capital Projects Funds

Airport Projects – To account for ongoing projects at the municipal airport.

Culture and Recreation Projects – To account for resources used in the acquisition and construction of capital facilities and other capital assets associated with the City's culture and recreation function.

City of Marshalltown
Combining Balance Sheet
Nonmajor Governmental Funds
June 30, 2020

	Special Revenue Funds				Capital Projects Funds		Total Nonmajor Governmental Funds
	Grant Fund	Special Contributions	Tax Increment Financing	Other	Airport Projects	Culture and Recreation Projects	
Assets							
Cash and cash equivalents	\$ -	\$ 304,165	\$ 492,577	\$ 173,363	\$ -	\$ 1,992,480	\$ 2,962,585
Receivables							
Property taxes							
Delinquent	-	-	14,727	-	-	-	14,727
Accounts and unbilled usage	-	2,425	-	7,933	-	103,443	113,801
Due from other governments	363,881	-	-	-	111,549	30,042	505,472
Prepaid items	-	106	-	-	-	-	106
Total assets	\$ 363,881	\$ 306,696	\$ 507,304	\$ 181,296	\$ 111,549	\$ 2,125,965	\$ 3,596,691

City of Marshalltown
Combining Balance Sheet
Nonmajor Governmental Funds
June 30, 2020

	Special Revenue Funds				Capital Projects Funds		Total Nonmajor Governmental Funds
	Grant Fund	Special Contributions	Tax Increment Financing	Other	Airport Projects	Culture and Recreation Projects	
Liabilities, Deferred Inflows of Resources, and Fund Balances							
Liabilities							
Accounts payable	\$ 79,093	\$ 3,270	\$ -	\$ 5,000	\$ 4,182	\$ 440,915	\$ 532,460
Accrued payroll and payroll benefits	5,330	1,008	-	-	-	-	6,338
Retainage payable	-	-	-	-	-	88,561	88,561
Due to other funds	294,411	-	-	-	240,764	-	535,175
Total liabilities	378,834	4,278	-	5,000	244,946	529,476	1,162,534
Deferred Inflows of Resources							
Unavailable revenue- other	-	-	-	-	-	103,443	103,443
Unavailable revenue- intergovernmental	85,448	-	-	-	111,549	-	196,997
Total deferred inflows of resources	85,448	-	-	-	111,549	103,443	300,440
Fund Balances							
Nonspendable	-	106	-	-	-	-	106
Restricted	-	302,312	507,304	176,296	-	1,493,046	2,478,958
Unassigned	(100,401)	-	-	-	(244,946)	-	(345,347)
Total fund balances (deficit)	(100,401)	302,418	507,304	176,296	(244,946)	1,493,046	2,133,717
Total liabilities, deferred inflows of resources, and fund balances	<u>\$ 363,881</u>	<u>\$ 306,696</u>	<u>\$ 507,304</u>	<u>\$ 181,296</u>	<u>\$ 111,549</u>	<u>\$ 2,125,965</u>	<u>\$ 3,596,691</u>

City of Marshalltown
Combining Statement of Revenues, Expenditures
and Changes in Fund Balances (Deficit)
Nonmajor Governmental Funds
Year Ended June 30, 2020

	Special Revenue Funds				Capital Projects Funds		Total Nonmajor Governmental Funds
	Grant Fund	Special Contributions	Tax Increment Financing	Other	Airport Projects	Culture and Recreation Projects	
Revenues							
TIF revenues	\$ -	\$ -	\$ 580,979	\$ -	\$ -	\$ -	\$ 580,979
Use of money and property	111	7,193	15,668	4,078	-	30,076	57,126
Intergovernmental	547,847	-	57,616	-	-	123,417	728,880
Charges for service	-	-	-	-	-	4,480	4,480
Miscellaneous	1,758	126,006	-	42,007	-	1,076,050	1,245,821
Total revenues	549,716	133,199	654,263	46,085	-	1,234,023	2,617,286
Expenditures							
Current							
Public safety	185,620	30,353	-	37,571	-	-	253,544
Public works	-	-	-	-	304,992	-	304,992
Culture and recreation	-	122,127	-	4,144	-	2,028,551	2,154,822
Community and economic development	381,839	-	274,540	-	-	8,693	665,072
General government	-	-	-	14,811	-	-	14,811
Total expenditures	567,459	152,480	274,540	56,526	304,992	2,037,244	3,393,241

City of Marshalltown
Combining Statement of Revenues, Expenditures
and Changes in Fund Balances (Deficit)
Nonmajor Governmental Funds
Year Ended June 30, 2020

	Special Revenue Funds				Capital Projects Funds		Total Nonmajor Governmental Funds
	Grant Fund	Special Contributions	Tax Increment Financing	Other	Airport Projects	Culture and Recreation Projects	
Excess of revenues (expenditures) over expenditures (revenues)	\$ (17,743)	\$ (19,281)	\$ 379,723	\$ (10,441)	\$ (304,992)	\$ (803,221)	\$ (775,955)
Other Financing Sources (Uses)							
Insurance Proceeds	-	-	-	-	-	834,823	834,823
Transfers in	5,000	5,000	146,875	-	82,181	1,063,697	1,302,753
Transfers out	-	-	(553,408)	-	-	-	(553,408)
Total other financing sources (uses)	5,000	5,000	(406,533)	-	82,181	1,898,520	1,584,168
Net Change in Fund Balances	(12,743)	(14,281)	(26,810)	(10,441)	(222,811)	1,095,299	808,213
Fund Balances (Deficit) - Beginning	(87,658)	316,699	534,114	186,737	(22,135)	397,747	1,325,504
Fund Balances (Deficit) - Ending	<u>\$ (100,401)</u>	<u>\$ 302,418</u>	<u>\$ 507,304</u>	<u>\$ 176,296</u>	<u>\$ (244,946)</u>	<u>\$ 1,493,046</u>	<u>\$ 2,133,717</u>

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Nonmajor Enterprise Funds

Compost Facility – To account for the operation and maintenance of the City’s facility for yard wastes. Services are supported primarily by user charges.

Bus Transit – To account for the City’s mass transit operations. Services are supported primarily from transit property taxes accounted for and transferred from the General Fund, intergovernmental revenues, and user charges.

Recreation Concessions – To account for the concession’s activity of the municipal swimming pool. Services are supported by user fees.

City of Marshalltown
Combining Statement of Net Position
Nonmajor Enterprise Funds
June 30, 2020

	Compost Facility	Bus Transit	Recreation Concessions	Total Nonmajor Enterprise Funds
Assets				
Current assets				
Cash and cash equivalents	\$ 30,873	\$ 168,598	\$ -	\$ 199,471
Receivables				
Accounts and unbilled usage	917	453	-	1,370
Due from other governments	44,097	149,166	-	193,263
Inventories	4,536	-	-	4,536
Prepaid items	1,073	19,298	244	20,615
Total current assets	81,496	337,515	244	419,255
Noncurrent assets				
Capital assets				
Land	10,437	-	-	10,437
Land improvements	235,361	7,735	-	243,096
Buildings and structures	26,919	677,129	-	704,048
Equipment and vehicles	122,142	1,892,112	-	2,014,254
Accumulated depreciation	(337,910)	(1,381,853)	-	(1,719,763)
Total noncurrent assets	56,949	1,195,123	-	1,252,072
Total assets	138,445	1,532,638	244	1,671,327
Deferred Outflows of Resources				
OPEB related deferred outflows	-	38,996	-	38,996
Pension related deferred outflows	4,889	68,925	-	73,814
Total deferred outflows of resources	4,889	107,921	-	112,810

City of Marshalltown
Combining Statement of Net Position
Nonmajor Enterprise Funds
June 30, 2020

	Compost Facility	Bus Transit	Recreation Concessions	Total Nonmajor Enterprise Funds
Liabilities				
Current liabilities				
Accounts payable	\$ 1,028	\$ 5,557	\$ 2,217	\$ 8,802
Accrued payroll and payroll benefits	1,949	14,605	953	17,507
Due to other governments	-	2,313	-	2,313
Due to other funds	-	-	19,975	19,975
Compensated absences	834	7,420	-	8,254
Total current liabilities	<u>3,811</u>	<u>29,895</u>	<u>23,145</u>	<u>56,851</u>
Noncurrent liabilities				
Compensated absences	3,092	26,229	-	29,321
Total OPEB liability	-	334,803	-	334,803
Net pension liability	18,913	266,635	-	285,548
Total noncurrent liabilities	<u>22,005</u>	<u>627,667</u>	<u>-</u>	<u>649,672</u>
Total liabilities	<u>25,816</u>	<u>657,562</u>	<u>23,145</u>	<u>706,523</u>
Deferred Inflows of Resources				
OPEB related deferred inflows	-	86,769	-	86,769
Pension related deferred inflows	3,447	48,595	-	52,042
Total deferred inflows of resources	<u>3,447</u>	<u>135,364</u>	<u>-</u>	<u>138,811</u>
Net Position				
Net investment in capital assets	56,949	1,195,123	-	1,252,072
Unrestricted	57,122	(347,490)	(22,901)	(313,269)
Total net position	<u>\$ 114,071</u>	<u>\$ 847,633</u>	<u>\$ (22,901)</u>	<u>\$ 938,803</u>

City of Marshalltown
Combining Statement of Revenues, Expenditures
and Changes in Fund Net Position
Nonmajor Enterprise Funds
Year Ended June 30, 2020

	Compost Facility	Bus Transit	Recreation Concessions	Total Nonmajor Enterprise Funds
Operating Revenues				
Charges for service	\$ 71,202	\$ 76,149	\$ 23,199	\$ 170,550
Operating Expenses				
Salaries and benefits	61,125	591,566	10,136	662,827
Services and supplies	155,832	198,127	14,521	368,480
Depreciation	9,768	140,489	-	150,257
Total operating expenses	226,725	930,182	24,657	1,181,564
Operating loss	(155,523)	(854,033)	(1,458)	(1,011,014)
Nonoperating Revenues				
Federal and state grants	523,973	592,448	-	1,116,421
Interest income	3,517	1,257	-	4,774
Gain on disposal of fixed assets	-	450	-	450
Net nonoperating revenues	527,490	594,155	-	1,121,645
Income (loss) before transfers	371,967	(259,878)	(1,458)	110,631
Transfers in	-	320,530	-	320,530
Change in Net Position	371,967	60,652	(1,458)	431,161
Net Position - Beginning	(257,896)	786,981	(21,443)	507,642
Net Position - Ending	\$ 114,071	\$ 847,633	\$ (22,901)	\$ 938,803

City of Marshalltown
Combining Statement of Cash Flows
Nonmajor Enterprise Funds
Year Ended June 30, 2020

	Compost Facility	Bus Transit	Recreation Concessions	Total Nonmajor Enterprise Funds
Cash Flows from Operating Activities				
Cash received from customers	\$ 70,747	\$ 81,146	\$ 23,199	\$ 175,092
Cash payments to suppliers for goods and services	(150,219)	(205,717)	(16,779)	(372,715)
Cash payments to employees for services	(58,685)	(510,051)	(11,806)	(580,542)
Net Cash used for Operating Activities	(138,157)	(634,622)	(5,386)	(778,165)
Cash Flows from Noncapital Financing Activities				
Transfers from other funds	-	320,530	-	320,530
Grants received	479,876	443,282	-	923,158
Change in due to other funds	(278,168)	-	5,386	(272,782)
Net Cash Provided by Noncapital Financing Activities	201,708	763,812	5,386	970,906
Cash Flows from Capital and Related Financing Activities				
Proceeds from sale of capital assets	-	450	-	450
Acquisition and construction of capital assets	(36,195)	-	-	(36,195)
Net Cash Provided Capital and Related Financing Activities	-	450	-	(35,745)
Cash Flows from Investing Activities				
Interest received	3,517	1,257	-	4,774
Net Increase in Cash and Cash Equivalents	30,873	130,897	-	161,770
Cash and Cash Equivalents, Beginning	-	37,701	-	37,701
Cash and Cash Equivalents, Ending	\$ 30,873	\$ 168,598	\$ -	\$ 199,471

City of Marshalltown
Combining Statement of Cash Flows
Nonmajor Enterprise Funds
Year Ended June 30, 2020

	Compost Facility	Bus Transit	Recreation Concessions	Total Nonmajor Enterprise Funds
Reconciliation of Operating Income (Loss) to Net Cash used for Operating Activities				
Operating income (loss)	\$ (155,523)	\$ (854,033)	\$ (1,458)	\$ (1,011,014)
Adjustments to reconcile operating income to net cash provided for operating activities				
Depreciation	9,768	140,489	-	150,257
Changes in assets, deferred outflows, liabilities, and deferred inflows				
Receivables	(455)	4,997	-	4,542
Inventories and prepaid items	4,627	549	(7)	5,169
Accounts payable	986	(5,934)	(2,251)	(7,199)
Accrued liabilities	(323)	6,302	(489)	5,490
Due to other governments	-	(2,205)	-	(2,205)
Total OPEB liability	-	(14,622)	-	(14,622)
Net pension liability	471	(21,017)	(1,481)	(22,027)
Deferred outflows	224	(3,006)	411	(2,371)
Deferred inflows	2,068	113,858	(111)	115,815
Total adjustments	17,366	219,411	(3,928)	232,849
Net Cash used for Operating Activities	<u>\$ (138,157)</u>	<u>\$ (634,622)</u>	<u>\$ (5,386)</u>	<u>\$ (778,165)</u>

Internal Service Funds

Group Insurance Benefits – To account for employee health insurance premiums and claim payments.

Occupational Insurance Benefits – To account for medical claims associated with work related injuries and disabled policemen and firemen.

Workmen's Compensation Deductible – To account for workmen's compensation deductible insurance claims.

City of Marshalltown
Combining Statement of Net Position
Internal Service Funds
June 30, 2020

	Group Insurance Benefits	Occupational Insurance Benefits	Workmen's Compensation Deductible	Total
Assets				
Current assets				
Cash and cash equivalents	\$ 1,979,822	\$ 73,495	\$ 36,948	\$ 2,090,265
Receivables				
Accounts	5,207	-	-	5,207
Total current assets	1,985,029	73,495	36,948	2,095,472
Liabilities				
Current liabilities				
Accounts payable	489,020	4,196	-	493,216
Deposits payable	173,447	-	-	173,447
Total current liabilities	662,467	4,196	-	666,663
Total net position - unrestricted	\$ 1,322,562	\$ 69,299	\$ 36,948	\$ 1,428,809

City of Marshalltown
Combining Statement of Revenues, Expenses, and
Changes in Fund Net Position
Internal Service Funds
Year Ended June 30, 2020

	Group Insurance Benefits	Occupational Insurance Benefits	Workmen's Compensation Deductible	Total
Operating Revenues				
Charges for service	\$ 2,402,791	\$ 134,641	\$ -	\$ 2,537,432
Miscellaneous	<u>735,796</u>	<u>-</u>	<u>35</u>	<u>735,831</u>
Total operating revenues	<u>3,138,587</u>	<u>134,641</u>	<u>35</u>	<u>3,273,263</u>
Operating Expenses				
Claims	2,959,442	128,294	-	3,087,736
Health insurance premiums	361,521	8,146	1,175	370,842
Miscellaneous	<u>210,611</u>	<u>-</u>	<u>15</u>	<u>210,626</u>
Total operating expenses	<u>3,531,574</u>	<u>136,440</u>	<u>1,190</u>	<u>3,669,204</u>
Operating loss	(392,987)	(1,799)	(1,155)	(395,941)
Nonoperating Revenues				
Interest income	<u>50,058</u>	<u>1,377</u>	<u>815</u>	<u>52,250</u>
Change in Net Position	(342,929)	(422)	(340)	(343,691)
Net Position - Beginning	<u>1,665,491</u>	<u>69,721</u>	<u>37,288</u>	<u>1,772,500</u>
Net Position - Ending	<u>\$ 1,322,562</u>	<u>\$ 69,299</u>	<u>\$ 36,948</u>	<u>\$ 1,428,809</u>

City of Marshalltown
Combining Statement of Cash Flows
Internal Service Funds
Year Ended June 30, 2020

	Group Insurance Benefits	Occupational Insurance Benefits	Workmen's Compensation Deductible	Total
Cash Flows from Operating Activities				
Cash received from customers	\$ 2,453,104	\$ 134,641	\$ -	\$ 2,587,745
Cash payments to suppliers for goods and services	(3,568,456)	(135,360)	(1,190)	(3,705,006)
Other operating receipts	735,796	-	35	735,831
Net Cash used for Operating Activities	<u>(379,556)</u>	<u>(719)</u>	<u>(1,155)</u>	<u>(381,430)</u>
Cash Flows from Investing Activities				
Interest received	50,058	1,377	815	52,250
Net Increase (Decrease) in Cash and Cash Equivalents	(329,498)	658	(340)	(329,180)
Cash and Cash Equivalents, Beginning	2,309,320	72,837	37,288	2,419,445
Cash and Cash Equivalents, Ending	<u>\$ 1,979,822</u>	<u>\$ 73,495</u>	<u>\$ 36,948</u>	<u>\$ 2,090,265</u>
Reconciliation of Operating Income to Net Cash from Operating Activities				
Operating income	<u>\$ (392,987)</u>	<u>\$ (1,799)</u>	<u>\$ (1,155)</u>	<u>\$ (395,941)</u>
Changes in assets and liabilities				
Receivables	42,890	-	-	42,890
Accounts payable	(36,882)	1,080	-	(35,802)
Deposits payable	7,423	-	-	7,423
Total	<u>13,431</u>	<u>1,080</u>	<u>-</u>	<u>14,511</u>
Net Cash used for Operating Activities	<u>\$ (379,556)</u>	<u>\$ (719)</u>	<u>\$ (1,155)</u>	<u>\$ (381,430)</u>

Fiduciary Funds

Agency funds are used to account for funds where the City acts as custodian. Agency funds include:

Payroll Fund – For the internal accounting of payroll and associated liability payments.

911 Commission – To account for funds of a legally separate entity governed by the Marshall County Communications Commission Board of Directors.

Sleuth User Group – To account for membership fees and operations for public safety user group.

Surety Bonds/Deposits – To account for developer's deposits for construction inspections required by the City.

Other – To account for other miscellaneous activities associated with City agencies.

City of Marshalltown
Combining Statement of Changes in Assets and Liabilities
All Agency Funds
Year Ended June 30, 2020

	Balance June 30, 2019	Additions	Deletions	Balance June 30, 2020
Payroll Fund				
Assets				
Cash and cash equivalents	\$ -	\$ 46,925,733	\$ 46,925,733	\$ -
Prepaid items	13,563	12,356	13,563	12,356
Total assets	<u>\$ 13,563</u>	<u>\$ 46,938,089</u>	<u>\$ 46,939,296</u>	<u>\$ 12,356</u>
Liabilities				
Accrued payroll and benefits	\$ -	\$ 46,925,733	\$ 46,925,733	\$ -
Due to City	13,563	12,356	13,563	12,356
Total liabilities	<u>\$ 13,563</u>	<u>\$ 46,938,089</u>	<u>\$ 46,939,296</u>	<u>\$ 12,356</u>
911 Comission				
Assets				
Due from County	<u>\$ 72,699</u>	<u>\$ 1,028,283</u>	<u>\$ 1,054,448</u>	<u>\$ 46,534</u>
Liabilities				
Checks written in excess of deposit	<u>\$ 72,699</u>	<u>\$ 1,028,283</u>	<u>\$ 1,054,448</u>	<u>\$ 46,534</u>
Sleuth User Group				
Assets				
Cash and cash equivalents	<u>\$ 14,972</u>	<u>\$ -</u>	<u>\$ 14,972</u>	<u>\$ -</u>
Liabilities				
Due to Sleuth User Group	<u>\$ 14,972</u>	<u>\$ -</u>	<u>\$ 14,972</u>	<u>\$ -</u>
Surety Bonds/Deposits				
Assets				
Cash and cash equivalents	<u>\$ 2,833</u>	<u>\$ 3,503</u>	<u>\$ 2,833</u>	<u>\$ 3,503</u>
Liabilities				
Due to City	<u>\$ 2,833</u>	<u>\$ 3,503</u>	<u>\$ 2,833</u>	<u>\$ 3,503</u>

City of Marshalltown
Combining Statement of Changes in Assets and Liabilities
All Agency Funds
Year Ended June 30, 2020

	Balance June 30, 2019	Additions	Deletions	Balance June 30, 2020
Other				
Assets				
Cash and cash equivalents	\$ 5,713	\$ 4,041	\$ 9,754	\$ -
Due from City	<u>-</u>	<u>4,841</u>	<u>-</u>	<u>4,841</u>
Total assets	<u><u>\$ 5,713</u></u>	<u><u>\$ 8,882</u></u>	<u><u>\$ 9,754</u></u>	<u><u>\$ 4,841</u></u>
Liabilities				
Due to other governments	\$ 5,713	\$ 4,041	\$ 9,754	\$ -
Checks written in excess of deposit	<u>-</u>	<u>4,841</u>	<u>-</u>	<u>4,841</u>
Total liabilities	<u><u>\$ 5,713</u></u>	<u><u>\$ 8,882</u></u>	<u><u>\$ 9,754</u></u>	<u><u>\$ 4,841</u></u>
All Agency Funds				
Assets				
Cash and cash equivalents	\$ 23,518	\$ 46,933,277	\$ 46,953,292	\$ 3,503
Prepaid items	13,563	12,356	13,563	12,356
Due from City	-	4,841	-	4,841
Due from County	<u>72,699</u>	<u>1,028,283</u>	<u>1,054,448</u>	<u>46,534</u>
Total assets	<u><u>\$ 109,780</u></u>	<u><u>\$ 47,978,757</u></u>	<u><u>\$ 48,021,303</u></u>	<u><u>\$ 67,234</u></u>
Liabilities				
Checks written in excess of deposit	\$ 72,699	\$ 1,033,124	\$ 1,054,448	\$ 51,375
Accrued payroll and benefits	-	46,925,733	46,925,733	-
Due to Sleuth User Group	14,972	-	14,972	-
Due to City	16,396	15,859	16,396	15,859
Due to other governments	<u>5,713</u>	<u>4,041</u>	<u>9,754</u>	<u>-</u>
Total liabilities	<u><u>\$ 109,780</u></u>	<u><u>\$ 47,978,757</u></u>	<u><u>\$ 48,021,303</u></u>	<u><u>\$ 67,234</u></u>

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Long-Term Debt
June 30, 2020

City of Marshalltown

City of Marshalltown
Schedule of Bond Maturities
June 30, 2020

Issue	Year Ending June 30,	Interest Rates	Interest	Principal
Governmental Activities				
General Obligation				
2011B Essential corporate purpose, issued October 26, 2011				
	2021	2.05%	\$ 30,655	\$ 160,000
	2022	2.20%	27,375	165,000
	2023	2.35%	23,745	170,000
	2024	2.45%	19,750	175,000
	2025	2.60%	15,463	180,000
	2026	2.75%	10,782	190,000
	2027	2.85%	5,558	195,000
			<u>133,328</u>	<u>1,235,000</u>
2012A Essential corporate purpose, issued April 12, 2012				
	2021	1.75%	63,938	400,000
	2022	2.00%	56,938	425,000
	2023	2.00%	48,437	425,000
	2024	2.25%	39,938	400,000
	2025	2.25%	30,937	425,000
	2026	2.25%	21,375	450,000
	2027	2.50%	11,250	450,000
			<u>272,813</u>	<u>2,975,000</u>
2012B Crossover advance refunding, issued April 24, 2012				
	2021	1.65%	17,470	330,000
	2022	1.90%	12,025	320,000
	2023	2.05%	5,945	290,000
			<u>35,440</u>	<u>940,000</u>
2013A Essential corporate purpose, issued March 12, 2013				
	2021	1.63%	33,750	1,000,000
	2022	1.75%	17,500	1,000,000
			<u>51,250</u>	<u>2,000,000</u>

(Continued)

City of Marshalltown
Schedule of Bond Maturities
June 30, 2020

Issue	Year Ending June 30,	Interest Rates	Interest	Principal
Governmental Activities (continued)				
General Obligation (continued)				
2014A Essential corporate purpose, issued December 16, 2014				
	2021	2.30%	\$ 20,700	\$ 300,000
	2022	2.40%	13,800	325,000
	2023	2.50%	6,000	240,000
			<u>40,500</u>	<u>865,000</u>
2015A Essential corporate purpose, issued November 24, 2015				
	2021	2.35%	30,525	325,000
	2022	2.35%	22,888	350,000
	2023	2.35%	14,663	375,000
	2024	2.60%	5,850	225,000
			<u>73,926</u>	<u>1,275,000</u>
2016A General obligation corporate purpose, issued August 9, 2016				
	2021	2.00%	32,200	170,000
	2022	2.00%	28,800	175,000
	2023	2.00%	25,300	405,000
	2024	2.00%	17,200	420,000
	2025	2.00%	8,800	440,000
			<u>112,300</u>	<u>1,610,000</u>
2016B General obligation corporate purpose, issued December 1, 2016				
	2021	2.00%	65,200	225,000
	2022	2.00%	60,700	260,000
	2023	2.00%	55,500	270,000
	2024	2.00%	50,100	275,000
	2025	2.00%	44,600	275,000
	2026	2.00%	39,100	475,000
	2027	2.00%	29,600	485,000
	2028	2.00%	19,900	495,000
	2029	2.00%	10,000	500,000
			<u>374,700</u>	<u>3,260,000</u>

(Continued)

City of Marshalltown
Schedule of Bond Maturities
June 30, 2020

Issue	Year Ending June 30,	Interest Rates	Interest	Principal
Governmental Activities (continued)				
General Obligation (continued)				
2017A General obligation corporate purpose, issued October 10, 2017				
	2021	3.00%	\$ 349,800	\$ 155,000
	2022	3.00%	345,150	100,000
	2023	3.00%	342,150	505,000
	2024	3.00%	327,000	515,000
	2025	3.00%	311,550	535,000
	2026	3.00%	295,500	350,000
	2027	3.00%	285,000	360,000
	2028	3.00%	274,200	375,000
	2029	3.00%	262,950	390,000
	2030	3.00%	251,250	915,000
	2031	3.00%	223,800	950,000
	2032	3.00%	195,300	990,000
	2033	3.00%	165,600	1,020,000
	2034	3.00%	135,000	1,060,000
	2035	3.00%	103,200	1,105,000
	2036	3.00%	70,050	1,155,000
	2037	3.00%	35,400	1,180,000
			<u>3,972,900</u>	<u>11,660,000</u>
2018A General obligation corporate purpose, issued December 3, 2018				
	2021	3.00%	72,000	-
	2022	3.00%	72,000	-
	2023	3.00%	72,000	110,000
	2024	3.00%	68,700	350,000
	2025	3.00%	58,200	360,000
	2026	3.00%	47,400	375,000
	2027	3.00%	36,150	385,000
	2028	3.00%	24,600	400,000
	2029	3.00%	12,600	420,000
			<u>463,650</u>	<u>2,400,000</u>
2019 General Obligation corporate purpose issued December 12, 2019				
	2021	2.00%	112,200	260,000
	2022	2.00%	107,000	370,000
	2023	2.00%	99,600	375,000
	2024	2.00%	92,100	685,000
	2025	2.00%	78,400	700,000
	2026	2.00%	64,400	725,000
	2027	2.00%	49,900	650,000
	2028	2.00%	36,900	650,000
	2029	2.00%	23,900	600,000
	2030	2.00%	11,900	595,000
			<u>676,300</u>	<u>5,610,000</u>

(Continued)

City of Marshalltown
Schedule of Bond Maturities
June 30, 2020

Issue	Year Ending June 30,	Interest Rates	Interest	Principal
Governmental Activities (continued)				
Notes Payable				
IDPS fire truck loan note, issued July 5, 2016				
	2021	0.00%	\$ -	\$ 28,486
	2022	0.00%	-	14,243
			-	42,729
General Obligation and Notes Payable				
Total governmental activities				
	2021		828,438	3,353,486
	2022		764,176	3,504,243
	2023		693,340	3,165,000
	2024		620,638	3,045,000
	2025		547,950	2,915,000
	2026		478,557	2,565,000
	2027		417,458	2,525,000
	2028		355,600	1,920,000
	2029		309,450	1,910,000
	2030		263,150	1,510,000
	2031		223,800	950,000
	2032		195,300	990,000
	2033		165,600	1,020,000
	2034		135,000	1,060,000
	2035		103,200	1,105,000
	2036		70,050	1,155,000
	2037		35,400	1,180,000
			<u>\$ 6,207,107</u>	<u>\$ 33,872,729</u>

City of Marshalltown
Schedule of Bond Maturities
June 30, 2020

Issue	Year Ending June 30	Interest Rates	Interest	Principal
Business-type Activities				
General Obligation				
2016A General obligation corporate purpose, issued August 9, 2016				
	2021	2.00%	\$ 41,500	\$ 165,000
	2022	2.00%	38,200	165,000
	2023	2.00%	34,900	145,000
	2024	2.00%	32,000	160,000
	2025	2.00%	28,800	165,000
	2026	2.00%	25,500	170,000
	2027	2.00%	22,100	175,000
	2028	2.00%	18,600	220,000
	2029	2.00%	14,200	230,000
	2030	2.00%	9,600	235,000
	2031	2.00%	4,900	245,000
			<u>270,300</u>	<u>2,075,000</u>
2019 General Obligation corporate purpose issued December 12, 2019				
	2021	2.00%	56,200	435,000
	2022	2.00%	47,500	445,000
	2023	2.00%	38,600	465,000
	2024	2.00%	29,300	475,000
	2025	2.00%	19,800	495,000
	2026	2.00%	9,900	495,000
			<u>201,300</u>	<u>2,810,000</u>

(Continued)

City of Marshalltown
Schedule of Bond Maturities
June 30, 2020

Issue	Year Ending June 30	Interest Rates	Interest	Principal
Business-type Activities				
Capital Loan Notes				
Alliant Loan, issued September 17, 2014	2021	0.00%	\$ 935	\$ 103,556
	2022	0.00%	28	17,388
			<u>963</u>	<u>120,944</u>
State Revolving Fund, Manhole and point repair, issued July 19, 2019	2021	1.75%	62,727	144,000
	2022	1.75%	67,120	147,000
	2023	1.75%	64,180	150,000
	2024	1.75%	61,180	153,000
	2025	1.75%	58,120	156,000
	2026	1.75%	55,000	159,000
	2027	1.75%	51,820	162,000
	2028	1.75%	48,580	165,000
	2029	1.75%	45,280	169,000
	2030	1.75%	41,900	172,000
	2031	1.75%	38,460	175,000
	2032	1.75%	34,960	179,000
	2033	1.75%	31,380	183,000
	2034	1.75%	27,720	186,000
	2035	1.75%	8,880	69,517
			<u>697,307</u>	<u>2,369,517</u>
Revenue Bonds				
Sewer Revenue Improvement, Issued June 18, 2013	2021	2.09%	44,225	253,000
	2022	2.09%	38,916	258,000
	2023	2.09%	33,492	264,000
	2024	2.09%	27,943	269,000
	2025	2.09%	22,290	275,000
	2026	2.09%	16,511	281,000
	2027	2.09%	10,607	287,000
	2028	2.09%	4,588	292,000
			<u>198,572</u>	<u>2,179,000</u>

(Continued)

City of Marshalltown
Schedule of Bond Maturities
June 30, 2020

Issue	Year Ending June 30	Interest Rates	Interest	Principal
Business-type Activities				
Revenue Bonds				
2015 Series Sewer Revenue Improvement, Issued August 13, 2015				
	2021	2.69%	\$ 113,975	\$ 375,000
	2022	2.69%	103,888	385,000
	2023	2.69%	93,531	395,000
	2024	2.69%	82,906	406,000
	2025	2.69%	71,984	417,000
	2026	2.69%	60,767	428,000
	2027	2.69%	49,254	440,000
	2028	2.69%	37,418	451,000
	2029	2.69%	25,286	464,000
	2030	2.69%	12,804	476,000
			<u>651,813</u>	<u>4,237,000</u>
Sewer Revenue Improvement and Refunding, refunding of series 2012 & 2014 Issued January 8, 2020				
	2021	1.96%	89,670	500,000
	2022	1.96%	79,870	510,000
	2023	1.96%	69,874	520,000
	2024	1.96%	59,682	530,000
	2025	1.96%	49,294	545,000
	2026	1.96%	38,612	555,000
	2027	1.96%	27,734	565,000
	2028	1.96%	16,660	420,000
	2029	1.96%	8,428	430,000
			<u>439,824</u>	<u>4,575,000</u>
General Obligation, Notes Payable, and Revenue Bonds				
Total business-type activities				
	2021		409,232	1,975,556
	2022		375,522	1,927,388
	2023		334,577	1,939,000
	2024		293,011	1,993,000
	2025		250,288	2,053,000
	2026		206,290	2,088,000
	2027		161,515	1,629,000
	2028		125,846	1,548,000
	2029		93,194	1,293,000
	2030		64,304	883,000
	2031		43,360	420,000
	2032		34,960	179,000
	2033		31,380	183,000
	2034		27,720	186,000
	2035		8,880	69,517
			<u>\$ 2,460,079</u>	<u>\$ 18,366,461</u>

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Statistical Section (Unaudited)
June 30, 2020

City of Marshalltown

This part of the City’s statistical comprehensive annual financial report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the City’s overall financial health.

<u>Contents</u>	<u>Page</u>
Financial Trends	
These schedules contain trend information to help the reader understand how the City’s financial performance and well-being have changed over time.	110
Revenue Capacity	
These schedules contain information to help the reader assess the City’s most significant local revenue source, the property tax.	119
Debt Capacity	
These schedules present information to help the reader assess the affordability of the City’s current levels of outstanding debt and the City’s ability to issue additional debt in the future.	124
Demographic and Economic Information	
These schedules offer demographic and economic indicators to help the reader understand the environment within which the City’s financial activities take place.	129
Operating Information	
These schedules contain service and infrastructure data to help the reader understand how the information in the City’s financial report relates to the services the City provides and the activities it performs.	131

Sources: Unless otherwise noted, the information in these schedules is derived from the comprehensive annual financial report for the relevant year.

City of Marshalltown
Net Position by Component
Last Ten Fiscal Years (Accrual Basis of Accounting)

	Fiscal Year									
	2020	2019	2018	2017	2016	2015	2014	2013	2012	2011
Governmental activities										
Net investment in capital assets	\$ 41,349,928	\$ 39,411,094	\$ 37,973,695	\$ 35,605,495	\$ 34,132,724	\$ 32,948,014	\$ 30,504,272	\$ 29,002,766	\$ 28,325,116	\$ 27,720,521
Restricted	18,176,221	16,316,062	13,150,024	26,679,991	16,806,635	10,119,191	8,457,793	9,706,673	11,863,770	8,246,658
Unrestricted	<u>(23,253,296)</u>	<u>(23,880,433)</u>	<u>(25,557,161)</u>	<u>(29,968,723)</u>	<u>(20,244,351)</u>	<u>(17,323,596)</u>	<u>(5,613,806)</u>	<u>(5,497,165)</u>	<u>(730,534)</u>	<u>2,811,692</u>
Total governmental activities net position	<u>\$ 36,272,853</u>	<u>\$ 31,846,723</u>	<u>\$ 25,566,558</u>	<u>\$ 32,316,763</u>	<u>\$ 30,695,008</u>	<u>\$ 25,743,609</u>	<u>\$ 33,348,259</u>	<u>\$ 33,212,274</u>	<u>\$ 39,458,352</u>	<u>\$ 38,778,871</u>
Business-type activities										
Net investment in capital assets	\$ 41,855,980	\$ 41,571,280	\$ 39,699,525	\$ 38,990,163	\$ 39,370,548	\$ 38,458,793	\$ 40,565,122	\$ 37,861,816	\$ 35,454,854	\$ 31,937,474
Restricted	157,266	139,016	177,299	180,225	181,757	130,261	80,048	64,281	49,296	946,902
Unrestricted	<u>17,953,621</u>	<u>14,681,909</u>	<u>11,965,382</u>	<u>10,555,689</u>	<u>8,989,797</u>	<u>7,413,347</u>	<u>4,444,459</u>	<u>5,613,164</u>	<u>4,815,992</u>	<u>5,329,554</u>
Total business-type activities net position	<u>\$ 59,966,867</u>	<u>\$ 56,392,205</u>	<u>\$ 51,842,206</u>	<u>\$ 49,726,077</u>	<u>\$ 48,542,102</u>	<u>\$ 46,002,401</u>	<u>\$ 45,089,629</u>	<u>\$ 43,539,261</u>	<u>\$ 40,320,142</u>	<u>\$ 38,213,930</u>
Primary Government										
Net investment in capital assets	\$ 83,205,908	\$ 80,982,374	\$ 77,673,220	\$ 74,595,658	\$ 73,503,272	\$ 71,406,807	\$ 71,069,394	\$ 66,864,582	\$ 63,779,970	\$ 59,657,995
Restricted	18,333,487	16,455,078	13,327,323	26,860,216	16,988,392	10,249,452	8,537,841	9,770,954	11,913,066	9,193,560
Unrestricted	<u>(5,299,675)</u>	<u>(9,198,524)</u>	<u>(13,591,779)</u>	<u>(19,413,034)</u>	<u>(11,254,554)</u>	<u>(9,910,249)</u>	<u>(1,169,347)</u>	<u>115,999</u>	<u>4,085,458</u>	<u>8,141,246</u>
Total primary government net position	<u>\$ 96,239,720</u>	<u>\$ 88,238,928</u>	<u>\$ 77,408,764</u>	<u>\$ 82,042,840</u>	<u>\$ 79,237,110</u>	<u>\$ 71,746,010</u>	<u>\$ 78,437,888</u>	<u>\$ 76,751,535</u>	<u>\$ 79,778,494</u>	<u>\$ 76,992,801</u>

City of Marshalltown
Changes in Net Position
Last Ten Fiscal Years (Accrual Basis of Accounting)

	Fiscal Year									
	2020	2019	2018	2017	2016	2015	2014	2013	2012	2011
Expenses										
Governmental activities:										
Public safety	\$ 12,037,799	\$ 9,976,152	\$ 11,732,583	\$ 10,713,027	\$ 8,996,389	\$ 8,516,307	\$ 9,092,842	\$ 8,607,561	\$ 8,731,373	\$ 8,028,333
Public works	5,211,049	5,841,806	5,591,152	8,553,684	5,706,337	6,186,551	6,465,974	13,472,047	7,049,394	6,203,182
Health and social services	646,290	58,376	654,311	1,306,389	1,274,669	1,784,302	1,301,574	903,270	1,154,023	1,771,196
Culture and recreation	3,187,800	3,294,383	3,888,793	3,654,545	3,358,064	3,505,193	3,645,774	3,435,212	2,757,409	3,801,068
Community and economic development	3,003,969	2,749,981	2,288,991	2,433,608	1,449,883	1,370,533	3,051,319	2,249,158	2,417,304	2,346,822
General government	1,532,609	2,034,176	1,575,523	685,937	1,158,789	1,299,063	1,322,112	1,285,356	1,278,776	1,174,190
Interest on long term debt	938,277	806,440	764,344	429,296	429,891	425,967	627,060	628,314	563,965	578,629
Total governmental activities expenses	<u>26,557,793</u>	<u>24,761,314</u>	<u>26,495,697</u>	<u>27,776,486</u>	<u>22,374,022</u>	<u>23,087,916</u>	<u>25,506,655</u>	<u>30,580,918</u>	<u>23,952,244</u>	<u>23,903,420</u>
Business-type activities:										
Water pollution control	5,225,179	4,385,870	5,105,834	5,574,332	5,375,656	4,584,245	4,608,246	4,295,804	4,735,491	4,275,726
Storm sewer	1,141,277	998,362	958,434	970,912	683,181	698,627	786,788	669,666	611,543	558,572
Compost	226,725	533,956	70,920	88,171	79,479	42,054	39,846	51,440	40,048	37,961
Transit	930,182	818,510	837,136	837,259	771,818	767,054	827,333	794,179	732,113	702,544
Concessions	24,657	40,717	63,800	46,512	49,816	34,907	42,535	59,267	82,739	54,447
Total business-type activities expenses	<u>7,548,020</u>	<u>6,777,415</u>	<u>7,036,124</u>	<u>7,517,186</u>	<u>6,959,950</u>	<u>6,126,887</u>	<u>6,304,748</u>	<u>5,870,356</u>	<u>6,201,934</u>	<u>5,629,250</u>
Total primary government expenses	<u>\$ 34,105,813</u>	<u>\$ 31,538,729</u>	<u>\$ 33,531,821</u>	<u>\$ 35,293,672</u>	<u>\$ 29,333,972</u>	<u>\$ 29,214,803</u>	<u>\$ 31,811,403</u>	<u>\$ 36,451,274</u>	<u>\$ 30,154,178</u>	<u>\$ 29,532,670</u>

City of Marshalltown
Changes in Net Position
Last Ten Fiscal Years (Accrual Basis of Accounting)

	Fiscal Year									
	2020	2019	2018	2017	2016	2015	2014	2013	2012	2011
Program Revenues										
Governmental activities										
Charges for service:										
Public safety	\$ 538,637	\$ 1,025,001	\$ 409,649	\$ 518,463	\$ 264,966	\$ 150,181	\$ 254,952	\$ 198,296	\$ 173,007	\$ 223,311
Public works	586,097	869,553	443,091	231,554	970,315	1,529,047	658,590	766,244	477,553	428,841
Health and social services	15,259	4,377	7,065	4,250	37,053	52,534	68,187	38,891	79,159	48,134
Culture and recreation	1,185,031	3,205,738	463,866	449,955	468,455	449,155	426,653	454,318	473,715	490,057
Community and economic development	40,519	49,259	93,679	106,562	265,176	278,924	360,999	153,563	170,617	227,024
Other activities	217,877	595,691	117,524	248,336	123,855	171,846	112,992	123,157	269,371	155,658
Operating grants and contributions	7,204,542	6,303,997	6,768,632	7,387,980	6,712,866	6,461,208	6,354,163	6,202,784	5,656,234	7,801,666
Capital grants and contributions	<u>1,386,180</u>	<u>250,571</u>	<u>1,026,153</u>	<u>1,768,179</u>	<u>519,172</u>	<u>170,084</u>	<u>701,920</u>	<u>326,833</u>	<u>492,676</u>	<u>304,891</u>
Total governmental activities program revenues	<u>11,174,142</u>	<u>12,304,187</u>	<u>9,329,659</u>	<u>10,715,279</u>	<u>9,361,858</u>	<u>9,262,979</u>	<u>8,938,456</u>	<u>8,264,086</u>	<u>7,792,332</u>	<u>9,679,582</u>
Business-type activities										
Charges for service:										
Water pollution control	8,032,176	8,286,670	7,857,197	7,545,682	6,563,351	6,066,644	5,860,659	5,079,296	4,937,481	4,280,970
Storm sewer	1,346,034	1,400,019	1,407,673	1,129,135	948,214	776,483	709,946	310,689	310,584	301,235
Compost	71,202	57,440	67,077	75,803	73,336	74,687	60,223	57,417	59,316	45,860
Transit	76,149	70,385	78,047	57,749	93,352	110,342	124,956	134,387	104,394	117,259
Concessions	23,199	41,003	41,200	37,777	40,917	32,522	39,208	43,706	49,559	48,180
Operating grants and contributions	1,121,378	351,965	383,646	381,810	363,188	386,922	407,338	376,900	353,216	239,651
Capital grants and contributions	<u>-</u>	<u>472,223</u>	<u>209,668</u>	<u>432,400</u>	<u>942,209</u>	<u>493,326</u>	<u>444,674</u>	<u>2,889,069</u>	<u>2,281,955</u>	<u>1,797,999</u>
Total business-type activities program revenues	<u>10,670,138</u>	<u>10,679,705</u>	<u>10,044,508</u>	<u>9,660,356</u>	<u>9,024,567</u>	<u>7,940,926</u>	<u>7,647,004</u>	<u>8,891,464</u>	<u>8,096,505</u>	<u>6,831,154</u>
Total primary government program revenues	<u>\$ 21,844,280</u>	<u>\$ 22,983,892</u>	<u>\$ 19,374,167</u>	<u>\$ 20,375,635</u>	<u>\$ 18,386,425</u>	<u>\$ 17,203,905</u>	<u>\$ 16,585,460</u>	<u>\$ 17,155,550</u>	<u>\$ 15,888,837</u>	<u>\$ 16,510,736</u>

City of Marshalltown
Changes in Net Position (continued)
Last Ten Fiscal Years (Accrual Basis of Accounting)

	Fiscal Year									
	2020	2019	2018	2017	2016	2015	2014	2013	2012	2011
Net (Expense)/Revenue										
Governmental activities	\$ (15,383,651)	\$ (12,457,127)	\$ (17,166,038)	\$ (17,061,207)	\$ (13,012,164)	\$ (13,824,937)	\$ (16,568,199)	\$ (22,316,832)	\$ (16,159,912)	\$ (14,223,838)
Business-type activities	<u>3,122,118</u>	<u>3,902,290</u>	<u>3,008,384</u>	<u>2,143,170</u>	<u>2,064,617</u>	<u>1,814,039</u>	<u>1,342,256</u>	<u>3,021,108</u>	<u>1,894,571</u>	<u>1,201,904</u>
Total primary government net expense	<u>\$ (12,261,533)</u>	<u>\$ (8,554,837)</u>	<u>\$ (14,157,654)</u>	<u>\$ (14,918,037)</u>	<u>\$ (10,947,547)</u>	<u>\$ (12,010,898)</u>	<u>\$ (15,225,943)</u>	<u>\$ (19,295,724)</u>	<u>\$ (14,265,341)</u>	<u>\$ (13,021,934)</u>
General Revenues and Other Changes in Net Position										
Governmental activities:										
Taxes										
Property	\$ 10,834,252	\$ 10,611,119	\$ 10,510,365	\$ 10,156,476	\$ 9,534,568	\$ 9,777,342	\$ 10,036,577	\$ 9,967,944	\$ 9,853,096	\$ 9,210,796
Other	6,711,465	6,013,835	4,823,392	5,347,532	6,983,922	5,755,121	5,778,420	5,132,322	6,063,108	5,565,923
Unrestricted										
State generated revenues	1,284,875	1,353,217	1,331,709	1,384,158	1,244,225	845,140	453,645	369,337	317,412	305,694
Investment earnings	655,282	678,426	456,079	113,371	90,717	53,042	112,280	126,436	173,169	167,610
Miscellaneous revenues	331,183	297,453	561,844	645,749	551,452	660,348	493,213	637,775	602,269	435,191
Transfers	<u>(7,276)</u>	<u>(216,758)</u>	<u>(49,377)</u>	<u>1,035,676</u>	<u>(441,321)</u>	<u>(172,735)</u>	<u>(169,951)</u>	<u>(163,060)</u>	<u>(169,661)</u>	<u>(157,811)</u>
Total governmental activities	<u>19,809,781</u>	<u>18,737,292</u>	<u>17,634,012</u>	<u>18,682,962</u>	<u>17,963,563</u>	<u>16,918,258</u>	<u>16,704,184</u>	<u>16,070,754</u>	<u>16,839,393</u>	<u>15,527,403</u>
Business-type activities:										
Investment earnings	442,318	430,951	213,581	76,481	33,763	26,891	38,161	34,951	41,980	57,359
Miscellaneous revenues	2,950	-	-	-	-	-	-	-	-	-
Transfers	<u>7,276</u>	<u>216,758</u>	<u>49,377</u>	<u>(1,035,676)</u>	<u>441,321</u>	<u>172,735</u>	<u>169,951</u>	<u>163,060</u>	<u>169,661</u>	<u>157,811</u>
Total business-type activities	<u>452,544</u>	<u>647,709</u>	<u>262,958</u>	<u>(959,195)</u>	<u>475,084</u>	<u>199,626</u>	<u>208,112</u>	<u>198,011</u>	<u>211,641</u>	<u>215,170</u>
Total primary government	<u>\$ 20,262,325</u>	<u>\$ 19,385,001</u>	<u>\$ 17,896,970</u>	<u>\$ 17,723,767</u>	<u>\$ 18,438,647</u>	<u>\$ 17,117,884</u>	<u>\$ 16,912,296</u>	<u>\$ 16,268,765</u>	<u>\$ 17,051,034</u>	<u>\$ 15,742,573</u>
Change in Net Position										
Governmental activities	\$ 4,426,130	\$ 6,280,165	\$ 467,974	\$ 1,621,755	\$ 4,951,399	\$ 3,093,321	\$ 135,985	\$ (6,246,078)	\$ 679,481	\$ 1,303,565
Business-type activities	<u>3,574,662</u>	<u>4,549,999</u>	<u>3,271,342</u>	<u>1,183,975</u>	<u>2,539,701</u>	<u>2,013,665</u>	<u>1,550,368</u>	<u>3,219,119</u>	<u>2,106,212</u>	<u>1,417,074</u>
Total primary government	<u>\$ 8,000,792</u>	<u>\$ 10,830,164</u>	<u>\$ 3,739,316</u>	<u>\$ 2,805,730</u>	<u>\$ 7,491,100</u>	<u>\$ 5,106,986</u>	<u>\$ 1,686,353</u>	<u>\$ (3,026,959)</u>	<u>\$ 2,785,693</u>	<u>\$ 2,720,639</u>

City of Marshalltown
Program Revenues by Function/Program
Last Ten Fiscal Years (Accrual Basis of Accounting)

Function/Program	Program Revenues by Fiscal Year									
	2020	2019	2018	2017	2016	2015	2014	2013	2012	2011
Governmental activities										
Public safety	\$ 860,439	\$ 1,356,113	\$ 969,017	\$ 1,219,476	\$ 1,215,215	\$ 875,300	\$ 1,478,721	\$ 1,154,130	\$ 777,123	\$ 980,216
Public works	5,490,074	4,537,044	4,379,697	5,200,920	4,825,946	4,657,620	3,501,138	4,272,126	3,602,446	3,737,210
Health and social services	240,431	744,822	682,100	1,213,441	967,598	1,470,156	1,834,718	702,887	955,529	1,531,281
Culture and recreation	2,547,311	3,448,519	1,629,312	1,252,730	670,183	638,615	565,562	571,380	707,189	1,399,468
Community and economic development	1,441,649	1,570,150	1,551,934	1,535,644	1,559,061	1,447,647	1,387,104	1,426,383	1,465,674	1,822,717
General government	594,238	647,539	117,599	293,068	123,855	173,641	171,213	137,180	284,371	208,690
Total governmental activities	\$ 11,174,142	\$ 12,304,187	\$ 9,329,659	\$ 10,715,279	\$ 9,361,858	\$ 9,262,979	\$ 8,938,456	\$ 8,264,086	\$ 7,792,332	\$ 9,679,582
Business-type activities										
Water pollution control	\$ 8,033,891	\$ 8,286,670	\$ 7,864,148	\$ 7,550,029	\$ 6,976,658	\$ 6,378,473	\$ 5,896,233	\$ 5,303,615	\$ 6,519,524	\$ 5,130,757
Storm sewer	1,349,276	1,435,587	1,610,390	1,557,188	1,477,116	992,924	887,240	3,016,135	767,941	1,197,010
Compost	595,175	57,440	67,077	75,803	73,336	74,687	60,223	57,417	59,316	45,860
Transit	668,597	859,005	461,693	439,559	456,540	462,320	764,100	470,591	700,165	409,347
Concessions	23,199	41,003	41,200	37,777	40,917	32,522	39,208	43,706	49,559	48,180
Total business-type activities	\$ 10,670,138	\$ 10,679,705	\$ 10,044,508	\$ 9,660,356	\$ 9,024,567	\$ 7,940,926	\$ 7,647,004	\$ 8,891,464	\$ 8,096,505	\$ 6,831,154

City of Marshalltown
Fund Balances – Governmental Funds
Last Ten Fiscal Years (Modified Accrual Basis of Accounting)

	Fiscal Year									
	2020	2019	2018	2017	2016	2015	2014	2013	2012	2011
General Fund										
Nonspendable	\$ 323,334	\$ 284,681	\$ 256,518	\$ 266,203	\$ 221,785	\$ 237,568	\$ 249,958	\$ 241,974	\$ 258,309	\$ 230,633
Restricted	425,925	581,566	932,307	812,092	725,844	694,247	588,928	1,153,313	517,008	456,488
Committed	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000
Unassigned	<u>4,206,391</u>	<u>3,822,879</u>	<u>2,953,579</u>	<u>2,551,887</u>	<u>2,520,920</u>	<u>2,371,948</u>	<u>2,663,261</u>	<u>2,736,209</u>	<u>2,783,055</u>	<u>2,839,102</u>
Total general fund	<u>5,205,650</u>	<u>4,939,126</u>	<u>4,392,404</u>	<u>3,880,182</u>	<u>3,718,549</u>	<u>3,553,763</u>	<u>3,752,147</u>	<u>4,381,496</u>	<u>3,808,372</u>	<u>3,776,223</u>
All Other Governmental Funds										
Nonspendable	55,467	34,931	144,786	192,113	169,570	146,258	79,862	141,231	222,131	178,954
Restricted	25,176,208	20,790,563	23,731,636	19,689,514	14,107,300	11,301,502	7,328,052	12,887,420	17,264,749	7,701,874
Unassigned	<u>(512,924)</u>	<u>(111,051)</u>	<u>(339,302)</u>	<u>(98,997)</u>	<u>(195,159)</u>	<u>(84,155)</u>	<u>(270,543)</u>	<u>(198,484)</u>	<u>(323,895)</u>	<u>(506,674)</u>
Total all other governmental funds	<u>24,718,751</u>	<u>20,714,443</u>	<u>23,537,120</u>	<u>19,782,630</u>	<u>14,081,711</u>	<u>11,363,605</u>	<u>7,137,371</u>	<u>12,830,167</u>	<u>17,162,985</u>	<u>7,374,154</u>
Total fund balances of governmental funds	<u>\$ 29,924,401</u>	<u>\$ 25,653,569</u>	<u>\$ 27,929,524</u>	<u>\$ 23,662,812</u>	<u>\$ 17,800,260</u>	<u>\$ 14,917,368</u>	<u>\$ 10,889,518</u>	<u>\$ 17,211,663</u>	<u>\$ 20,971,357</u>	<u>\$ 11,150,377</u>

City of Marshalltown
Changes in Fund Balances – Governmental Funds
Last Ten Fiscal Years (Modified Accrual Basis of Accounting)

	Fiscal Year Ended June 30,									
	2020	2019	2018	2017	2016	2015	2014	2013	2012	2011
Revenues										
Taxes	\$ 17,752,767	\$ 16,829,256	\$ 15,826,177	\$ 16,039,312	\$ 17,018,694	\$ 16,030,409	\$ 16,251,920	\$ 15,617,908	\$ 16,392,387	\$ 15,191,296
Use of money and property	700,147	722,104	544,479	208,132	129,003	124,857	169,135	194,543	203,524	198,097
Licenses and permits	295,022	395,611	238,263	285,839	289,261	321,446	391,091	219,392	203,813	232,542
Intergovernmental	8,331,123	7,370,622	8,965,509	10,190,351	7,931,849	7,471,242	6,618,339	6,475,308	7,229,540	7,278,810
Charges for service	834,556	1,404,943	956,493	990,972	1,023,895	964,075	874,840	915,644	897,955	866,580
Special assessments	5,603	10,292	6,445	10,406	12,991	14,738	11,688	14,306	21,759	31,019
Miscellaneous	1,494,352	688,833	606,655	1,084,447	410,616	2,102,572	684,707	912,585	651,226	741,748
Total revenues	29,413,570	27,421,661	27,144,021	28,809,459	26,816,309	27,029,339	25,001,720	24,349,686	25,600,204	24,540,092
Expenditures										
Public safety	10,115,758	8,912,807	10,336,569	9,337,823	8,864,323	8,743,014	8,559,357	8,135,052	7,977,604	7,370,014
Public works	2,993,961	4,596,625	3,872,055	6,930,498	4,208,292	4,669,213	4,985,535	12,081,043	5,605,515	4,841,484
Health and social services	471,182	84,067	736,559	1,282,479	1,352,206	1,907,586	1,385,246	968,157	1,223,039	1,753,967
Culture and recreation	2,347,201	2,410,945	3,059,464	2,840,820	2,539,673	2,268,546	2,739,578	2,551,437	1,853,940	2,998,877
Community and economic development	3,108,078	2,661,457	2,232,438	1,812,299	1,431,086	1,381,445	3,044,706	2,234,323	2,414,531	2,341,523
General government	1,452,659	1,885,554	1,338,066	1,245,851	1,133,255	1,273,399	1,253,001	1,177,738	1,087,036	1,071,829
Capital outlay	6,825,047	11,432,855	9,628,133	4,477,017	2,554,674	1,439,787	2,944,911	3,118,982	2,572,134	1,601,447
Debt service										
Principal	3,358,486	3,348,761	3,684,361	2,730,690	3,066,991	2,971,716	5,663,840	2,788,840	2,928,840	2,613,841
Interest and other fiscal charges	874,044	773,999	886,842	419,527	436,018	457,343	649,203	643,405	626,514	581,504
Total expenditures	31,546,416	36,107,070	35,774,487	31,077,004	25,586,518	25,112,049	31,225,377	33,698,977	26,289,153	25,174,486
Excess (deficiency) of revenues over (under) expenditures	(2,132,846)	(8,685,409)	(8,630,466)	(2,267,545)	1,229,791	1,917,290	(6,223,657)	(9,349,291)	(688,949)	(634,394)
Other Financing Sources (Uses)										
Sale of governmental assets	-	-	-	-	-	-	4,000	35,298	166,128	2,152
Insurance Proceeds	1,032,556	4,192,646	-	-	-	-	-	-	-	-
Debt issued	5,610,000	2,433,566	12,720,000	6,957,430	2,000,000	2,225,000	67,463	5,600,000	10,460,000	1,520,000
Payment of refunded bonds	-	-	-	-	-	-	-	-	53,462	-
Premium and accrued interest on debt issued	81,652	-	226,555	136,991	94,422	58,295	-	117,359	-	-
Transfers in	10,415,126	9,996,948	12,200,051	9,692,037	8,003,404	8,268,840	8,195,955	7,813,126	7,182,963	7,085,563
Transfers out	(10,735,656)	(10,213,706)	(12,249,428)	(8,656,361)	(8,444,725)	(8,441,575)	(8,365,906)	(7,976,186)	(7,352,624)	(7,243,374)
Total other financing sources (uses)	6,403,678	6,409,454	12,897,178	8,130,097	1,653,101	2,110,560	(98,488)	5,589,597	10,509,929	1,364,341
Net change in fund balances	\$ 4,270,832	\$ (2,275,955)	\$ 4,266,712	\$ 5,862,552	\$ 2,882,892	\$ 4,027,850	\$ (6,322,145)	\$ (3,759,694)	\$ 9,820,980	\$ 729,947
Debt service as a percentage of noncapital expenditures	16.9%	16.9%	17.5%	11.8%	15.2%	14.5%	22.3%	11.2%	15.0%	13.6%

City of Marshalltown
Tax Revenues by Source – Governmental Funds
Last Ten Fiscal Years (Modified Accrual Basis of Accounting)

Fiscal year	Property Tax	Tax Increment Financing Tax	Utility ExciseTax	Utility Franchise Fee	Hotel/Motel Tax	Local Option Sales Tax	911 Surcharge	Mobile Home Tax	Total
2010-11	\$ 9,204,384	\$ 1,402,010	\$ 797,989	\$ 229,291	\$ 370,541	\$ 2,939,704	\$ 234,195	\$ 13,182	\$ 15,191,296
2011-12	9,864,582	1,513,164	857,689	223,436	415,196	3,250,865	253,941	13,514	16,392,387
2012-13	9,967,944	1,138,171	820,070	277,060	378,567	2,781,316	240,582	14,198	15,617,908
2013-14	10,036,577	1,475,200	921,454	163,488	432,108	2,936,344	273,435	13,314	16,251,920
2014-15	9,777,342	1,219,210	884,215	223,758	474,474	3,164,249	274,188	12,973	16,030,409
2015-16	9,534,568	1,276,898	903,826	226,548	542,180	4,248,087	273,656	12,931	17,018,694
2016-17	10,156,477	435,098	938,663	217,475	479,576	3,476,514	317,829	17,680	16,039,312
2017-18	10,510,365	169,316	1,105,221	206,702	403,116	3,121,920	280,925	28,612	15,826,177
2018-19	10,611,119	814,444	1,262,499	206,346	567,559	3,330,991	-	36,298	16,829,256
2019-20	10,834,251	580,979	1,647,407	204,641	469,544	4,003,548	-	12,397	17,752,767

City of Marshalltown
General Governmental Tax Revenues by Source
Year Ended June 30, 2020
(Modified Accrual Basis of Accounting)

Fund	Property Tax	Tax Increment Financing Tax	Utility ExciseTax	Utility Franchise Fee	Hotel/Motel Tax	Local Option Sales Tax	Mobile Home Tax	Total
General	\$ 6,398,640	\$ -	\$ 973,713	\$ 204,641	\$ 469,544	\$ -	\$ 7,225	\$ 8,053,763
Tax Increment								
Financing	-	580,979	-	-	-	-	-	580,979
Local Option								
Sales Tax	-	-	-	-	-	4,003,548	-	4,003,548
Property tax	3,243,128	-	494,353	-	-	-	3,782	3,741,263
Debt Service	718,307	-	107,061	-	-	-	829	826,197
Capital Projects	474,176	-	72,280	-	-	-	561	547,017
Total	<u>\$ 10,834,251</u>	<u>\$ 580,979</u>	<u>\$ 1,647,407</u>	<u>\$ 204,641</u>	<u>\$ 469,544</u>	<u>\$ 4,003,548</u>	<u>\$ 12,397</u>	<u>\$ 17,752,767</u>

City of Marshalltown
Assessed Value and Estimated Actual Value of Taxable Property
Last Ten Fiscal Years

Levy Year	Fiscal Year	Residential Property	Commercial Property	Industrial Property	Total Regular Realty	TIF	Agland Realty	Total Taxable Assessed Value	Total Direct Tax Rate	Estimated Actual Gross Value	Taxable Assessed Value as a Percentage of Actual Gross Value
2009	2010-11	\$ 397,183,541	\$ 216,744,087	\$ 57,440,303	\$ 671,367,931	\$ 39,224,720	\$ 4,089,857	\$ 714,682,508	13.93650	\$ 1,280,682,454	55.805%
2010	2011-12	417,071,906	212,845,232	59,866,238	689,783,376	41,694,319	4,377,890	735,855,585	14.51331	1,310,087,232	56.168%
2011	2012-13	431,280,150	221,772,457	61,505,293	714,557,900	31,552,130	4,605,496	750,715,526	14.28339	1,312,105,030	57.215%
2012	2013-14	449,211,004	219,544,651	64,114,746	732,870,401	44,270,422	4,695,878	781,836,701	14.18432	1,333,053,884	58.650%
2013	2014-15	434,833,408	202,005,765	58,618,711	695,457,884	37,409,137	4,496,113	737,363,134	14.76356	1,281,885,530	57.522%
2014	2015-16	448,390,423	183,199,944	57,943,159	689,533,526	40,194,757	4,601,327	734,329,610	14.76257	1,322,550,079	55.524%
2015	2016-17	477,738,442	184,047,569	60,250,209	722,036,220	14,353,482	4,665,045	741,054,747	15.28158	1,356,883,195	54.614%
2016	2017-18	462,642,384	213,234,801	70,301,288	746,178,473	5,394,151	4,680,367	756,252,991	15.28158	1,445,382,350	52.322%
2017	2018-19	504,172,982	189,737,930	56,495,980	750,406,892	24,539,106	4,683,585	779,629,583	15.28158	1,569,617,962	49.670%
2018	2019-20	493,017,822	219,841,198	65,351,198	778,210,218	17,723,868	4,771,279	800,705,365	15.38434	1,644,866,326	48.679%

			Rollback Factors by Class				
Tax Exempt			Multi-				
Fiscal Year	Gas & Electric	Property	Residential	Residential	Agricultural	Commercial	Railroad
2010-11	\$ 117,499,581	\$ 95,951,150	46.90940		66.27150	100.00000	100.00000
2011-12	135,852,760	86,651,379	48.52990		69.01520	100.00000	100.00000
2012-13	147,398,057	112,284,058	50.75180		57.54110	100.00000	100.00000
2013-14	153,467,212	112,570,348	52.81660		59.93340	100.00000	100.00000
2014-15	165,363,180	156,351,613	54.40020		43.39970	95.00000	100.00000
2015-16	203,378,461	148,643,971	55.73350		44.02100	90.00000	90.00000
2016-17	226,574,365	168,759,389	55.62590	86.25000	46.10680	90.00000	90.00000
2017-18	307,764,842	171,600,722	56.93910	82.50000	47.49960	90.00000	90.00000
2018-19	375,124,239	172,069,004	56.91800	75.00000	56.13240	90.00000	90.00000
2019-20	375,124,239	170,951,592	55.07430	71.25000	81.48320	90.00000	90.00000

Source: Marshall County Auditor's Office and IA Dept of Mgmt website.

Notes: Effective with the January 1, 1999 valuations, Alliant Energy, the local gas and electric provider, is assessed a utility excise tax instead of taxes based upon property valuations.

Each year the State of Iowa assigns a rollback factor to calculate the percent of assessed value which will be taxable.

This rate is assigned per property classification and can fluctuate each year. Industrial property is taxed at 100% of its gross assessed value.

City of Marshalltown
Tax Rates – Direct and Overlapping Governments
Last Ten Fiscal Years (Per \$1,000 Assessed Valuations)

Levy year Jan 1,	Collection Year	Marshall County	Community Schools	Marshalltown	City Assessor	Community College	County Extension	State of Iowa	Total
2009	2010-11	7.73661	17.84133	13.93650	0.26635	2.03379	0.12442	0.00340	41.94240
2010	2011-12	7.72562	17.65203	14.51331	0.24816	1.95682	0.12408	0.00320	42.22322
2011	2012-13	7.44499	17.54224	14.28339	0.26539	1.88711	0.12385	0.00330	41.55027
2012	2013-14	7.44499	17.52934	14.18432	0.27661	1.80632	0.13567	0.00330	41.38055
2013	2014-15	7.44499	18.15000	14.76355	0.29712	1.79487	0.15194	0.00330	42.60577
2014	2015-16	7.44499	18.33104	14.76257	0.29197	1.78170	0.15594	0.00330	42.77151
2015	2016-17	6.94499	17.97478	15.28158	0.25199	1.74505	0.15749	0.00330	42.35918
2016	2017-18	6.71518	17.94963	15.28158	0.23909	1.36842	0.14644	0.00310	41.70344
2017	2018-19	6.32150	17.99365	15.28158	0.21350	0.99668	0.14541	0.00290	40.95522
2018	2019-20	6.01018	18.33190	15.38434	0.21338	0.88410	0.14882	0.00290	40.97562

Source: Marshall County Auditor's Office

Note: Overlapping governments are those that coincide, at least in part, with the geographic boundaries of the City. This schedule estimates the portion of the outstanding debt of those overlapping governments that is borne by the residents and businesses of Marshalltown. This process recognizes that, when considering the City's ability to issue and repay long-term debt, the entire debt burden borne by the residents and businesses should be taken into account. However, this does not imply that every taxpayer is a resident and therefore responsible for repaying the debt of each overlapping government.

City of Marshalltown
Principal Property Taxpayers
Current Year and Nine Years Ago

Taxpayer	Jan 1, 2018 Taxable Assessed Value Payable 19- 20	Rank	Percentage of Total City Taxable Assessed Value	Jan 1, 2009 Taxable Assessed Value Payable 10- 11	Rank	Percentage of Total City Taxable Assessed Value
IES Utilities(Interstate Power)	\$ 93,857,210	1	10.5%	\$ 56,985,365	1	7.8%
Emerson Process Mgt/Fisher Controls	19,269,765	2	2.2%	14,422,964	4	2.0%
UnityPoint Health Marshalltown	12,403,944	3	1.4%			
Menard, Inc	11,809,143	4	1.3%			
Swift & Company	10,004,184	5	1.1%	9,565,564	7	1.3%
Swift, Pork Company	9,665,024	6	1.1%			
Walmart, Real Estate Business	9,393,606	7	1.0%	11,041,130	5	1.5%
Lennox Industries Inc	8,631,806	8	1.0%	14,684,500	3	2.0%
ITC Midwest LLC	5,769,508	9	0.6%			
Abilit Holdings, Glenwood Place LLC	4,707,944	10	0.5%			
MMSC, Ventures Inc				19,339,017	2	2.7%
Marshalltown Town Center Partners				10,250,343	6	1.4%
Members 1st Credit Union				5,080,390	8	0.7%
Gethmann Investment Co				4,388,037	9	0.6%
FHS Marshalltown LP				4,309,740	10	0.6%
	<u>\$ 185,512,134</u>		<u>20.7%</u>	<u>\$ 150,067,050</u>		<u>20.6%</u>

City of Marshalltown

Sales Tax
Last Ten Years

CalendarYear	Taxable Retail	
	Sales	
2010	\$	326,686,187
2011		327,832,928
2012		348,039,169
2013		346,378,427
2014		328,920,980
2015		331,780,905
2016		352,326,540
2017		360,825,713
2018		361,952,957
2019		375,183,985

Source: Iowa Department of Revenue Sales and Use Tax Report based on fiscal year ending March 31 following the calendar year.

City of Marshalltown
Property Tax Levies and Collections
Last Ten Fiscal Years

Collection year	Levy year	Current levy	Collected within the fiscal year of the levy		Delinquent tax collections (3)	Total tax collections	Collections to total tax levy (2)
			Amount (1)	Percent of levy collected (2)			
2010-11	2009	\$ 9,505,825	\$ 9,498,727	99.93%	\$ 4,030	\$ 9,502,757	99.97%
2011-12	2010	10,167,673	10,166,706	99.99%	7,958	10,174,664	100.07%
2012-13	2011	10,317,995	10,324,685	100.06%	4,456	10,329,141	100.11%
2013-14	2012	10,535,094	10,478,161	99.46%	4,710	10,482,871	99.50%
2014-15	2013	10,397,290	10,381,760	99.85%	6,716	10,388,476	99.92%
2015-16	2014	10,329,114	10,314,800	99.86%	2,945	10,317,745	99.89%
2016-17	2015	11,100,009	11,056,848	99.61%	1,976	11,058,824	99.63%
2017-18	2016	11,436,367	11,386,656	99.57%	1,352	11,388,008	99.58%
2018-19	2017	11,502,245	11,155,160	96.98%	1,352	11,156,512	96.99%
2019-20	2018	12,004,303	11,392,194	94.90%	4,538	11,396,732	94.94%

(1) Current tax collections reflect payments received by the Marshall County Treasurer's office from July 1 through June 30 of each year. Taxes levied for the current year are classified as delinquent if not paid by June 30 each year.

(2) Collection percentages are close to 100% each year since the State of Iowa provides for "tax sales" in June of each year for properties with unpaid taxes. Substantially all of the taxes are paid by investors purchasing tax certificates from the "tax sales." Collections in excess of 100% are due to rounding differences when tax rates are applied to property valuations, differences in tax credits reimbursed by the State of Iowa, or changes in taxable valuations by the County Assessor after the City's budget is certified.

(3) Delinquent tax collections reflect amounts of delinquent taxes the City received during the year. Information is not available from the County Treasurer's Office as to the year(s) for which the delinquent tax collections apply.

Source: General Purpose Financial Statements

City of Marshalltown
Ratios of Outstanding Debt by Type
Last Ten Fiscal Years

Fiscal Year Ended June 30,	Governmental Activities		Business-type Activities				Percentage of			
	General Obligation Bonds	Notes Payable	General Obligation Bonds	Revenue Bonds	Sewer Revenue Capital Loan Note Payable	Total Primary Government	Personal Income	Personal Income	Population	Per Capita
2011	\$ 16,324,658	\$ 55,363	\$ 6,053,230	\$ 775,000	\$ 3,062,701	\$ 26,270,952	\$ 22,204	1,183	27,552	954
2012	23,918,462	41,523	5,746,348	4,595,000	-	34,301,333	22,204	1,545	27,552	1,245
2013	26,852,789	27,683	5,404,466	7,822,000	-	40,106,938	21,924	1,829	27,683	1,449
2014	21,185,242	81,304	4,720,834	12,727,000	-	38,714,380	21,880	1,769	27,844	1,390
2015	20,512,103	44,588	4,705,702	11,710,000	619,452	37,591,845	22,512	1,670	27,727	1,356
2016	19,519,042	32,597	4,343,820	16,308,000	522,266	40,725,725	22,403	1,818	27,727	1,469
2017	23,718,996	149,337	6,593,854	14,911,000	423,838	45,797,025	22,535	2,032	27,328	1,676
2018	32,961,820	109,976	6,061,806	13,473,000	324,152	52,930,754	23,059	2,295	27,280	1,940
2019	32,022,168	71,215	5,504,758	12,009,000	223,193	49,830,334	23,042	2,163	27,068	1,841
2020	34,315,035	42,729	4,950,649	10,991,000	2,490,461	52,789,874	24,060	2,194	26,666	1,980

Source: Census Quick Facts

City of Marshalltown
Ratios of General Bonded Debt Outstanding
Last Ten Fiscal Years

Fiscal Year Ended June 30,	<u>General Bonded Debt Outstanding</u>		Percentage of Estimated Actual	
	General Obligation Bonds	Taxable Value of Property	Per Capita	
2011	\$ 22,377,888	1.36%	\$ 594.34	
2012	29,664,810	1.80%	916.91	
2013	32,257,255	1.95%	965.13	
2014	25,906,076	1.57%	941.54	
2015	25,217,805	1.53%	933.45	
2016	23,862,862	1.45%	880.65	
2017	30,312,850	1.84%	1,113.93	
2018	39,023,626	2.36%	1,446.40	
2019	37,526,926	2.27%	1,397.27	
2020	39,265,684	2.38%	1,544.22	

City of Marshalltown
Direct and Overlapping Governmental Activities Debt
As of June 30, 2020

Name of Governmental Unit	Debt Outstanding	Percentage Applicable to Marshalltown	City of Marshalltown Share of Debt
Iowa Valley Schools	\$ 11,845,000	52.74%	\$ 6,247,053
Marshalltown Community School District	7,750,000	89.37%	6,926,175
Marshall County	<u>71,984</u>	48.49%	<u>34,905</u>
	19,666,984		13,208,133
City of Marshalltown	<u>34,357,764</u>	100.00%	<u>34,357,764</u>
	<u><u>\$ 54,024,748</u></u>		<u><u>\$ 47,565,897</u></u>

Source:

- 1) State of Iowa Treasurer's Office
- 2) IA Valley School District

Note: Overlapping governments are those that coincide, at least in part, with the geographic boundaries of the City. This schedule estimates the portion of the outstanding debt of those overlapping governments that is borne by the residents and businesses of Marshalltown. This process recognizes that, when considering the City's ability to issue and repay long-term debt, the entire debt burden borne by the residents and businesses should be taken into account. However, this does not imply that every taxpayer is a resident, and therefore responsible for repaying the debt of each overlapping governments.

City of Marshalltown
Legal Debt Margin Information
Last Ten Fiscal Years

	Fiscal Year Ending June 30,									
	2020	2019	2018	2017	2016	2015	2014	2013	2012	2011
Gross assessed valuations:										
Regular realty	1,198,094,512	\$ 1,176,284,153	\$ 1,139,671,155	\$ 1,123,584,265	\$ 1,322,550,079	\$ 1,281,885,530	\$ 1,135,316,250	\$ 1,133,154,843	\$ 1,132,540,153	\$ 1,123,958,153
Utility	435,377,442	375,124,239	307,764,842	226,574,365	203,378,461	165,363,180	153,467,212	147,398,057	135,852,760	117,499,581
Incremental	17,723,868	24,539,106	5,394,151	14,353,482	40,194,757	37,409,137	44,270,422	31,552,130	41,694,319	39,224,720
Total actual valuations applicable to debt	1,651,195,822	1,575,947,498	1,452,830,148	1,364,512,112	1,566,123,297	1,484,657,847	1,333,053,884	1,312,105,030	1,310,087,232	1,280,682,454
Debt limit - 5% of total actual valuations applicable to debt	82,559,791	78,797,375	72,641,507	68,225,606	78,306,165	74,232,892	66,652,694	65,605,252	65,504,362	64,034,123
Amount of debt applicable to limitation:										
General obligation bonds and notes	38,757,729	37,086,215	38,914,128	30,508,175	24,204,863	25,734,040	26,216,304	32,284,938	29,706,333	22,475,363
Urban Renewal Rebate agreements	3,527,122	3,727,567	3,907,856	4,023,000	1,690,000	-	-	-	-	-
Total debt applicable to limitation	42,284,851	40,813,782	42,821,984	34,531,175	25,894,863	25,734,040	26,216,304	32,284,938	29,706,333	22,475,363
Less:										
Funds available from:										
Debt service	146,008	154,543	111,879	237,889	107,604	2,722,301	2,517,292	3,079,346	3,082,247	-
Special revenue	507,304	534,114	501,381	943,301	-	-	-	-	474,917	417,812
Total debt applicable to debt margin	41,631,539	40,125,125	42,175,991	33,349,985	25,787,259	23,011,739	23,699,012	29,205,592	26,149,169	22,057,551
Legal debt margin	<u>\$ 40,928,252</u>	<u>\$ 38,672,250</u>	<u>\$ 30,465,516</u>	<u>\$ 34,875,621</u>	<u>\$ 52,518,906</u>	<u>\$ 51,221,153</u>	<u>\$ 42,953,682</u>	<u>\$ 36,399,660</u>	<u>\$ 39,355,193</u>	<u>\$ 41,976,572</u>

City of Marshalltown
Pledged – Revenue Coverage
Last Ten Fiscal Years

Water Pollution Control				Debt Service Requirements			
Year	Gross Revenue	Expenses (1)	Available For Debt Service	Interest & other debt		Total	Coverage
				Principal	expense		
2010-11	\$ 5,184,069	\$ 2,943,228	\$ 2,240,841	\$ 595,000	\$ 192,539	\$ 787,539	2.85
2011-12	6,557,228	3,225,133	3,332,095	605,000	384,184	989,184	3.37
2012-13	5,151,326	2,800,306	2,351,050	610,000	313,139	923,139	2.55
2013-14	5,897,218	2,994,802	2,902,416	595,000	307,956	902,956	3.21
2014-15	6,091,170	2,731,357	3,359,813	1,017,000	503,890	1,520,890	2.21
2015-16	6,593,505	3,246,028	3,347,477	1,402,000	641,312	2,043,312	1.64
2016-17	7,552,524	3,535,085	4,017,439	1,397,000	426,022	1,823,022	2.20
2017-18	8,017,913	3,000,387	5,017,526	1,438,000	389,721	1,827,721	2.75
2018-19	8,622,756	2,300,008	6,322,748	1,464,000	352,330	1,816,330	3.48
2019-20	8,406,006	3,105,396	5,300,610	1,102,000	311,559	1,401,631	3.78

(1) Total operating expenses, less depreciation.

Sources: City Financial Records and Water Works Financial Records

Calendar Year	Median Age (Zip 50158)	School Enrollment		Unemployment Percent
		Public	Private	
	(1)	(2)	(3)	(4)
2011	38.0	5,317	208	7.0%
2012	38.0	5,322	227	6.7%
2013	38.0	5,308	228	6.2%
2014	37.3	5,085	218	5.9%
2015	35.3	5,385	216	5.0%
2016	35.3	5,322	221	4.0%
2017	36.1	5,435	215	3.7%
2018	36.6	5,458	227	4.0%
2019	35.9	5,173	269	2.8%
2020	37.8	5,420	232	6.3%

Note: Total personal income information for the City of Marshalltown is not available.

Sources:

- (1) Citydata.com web site
- (2) Iowa Department of Education
- (3) Iowa Dept of Education website for nonpublic schools: St. Francis Catholic School, and Marshalltown Christian School
- (4) Job Service of Iowa: <http://www.iowaworkforce.org>

City of Marshalltown
Principal Employers
Current Year and Nine Years Ago

Employer	Industry	2020- Employees	2011- Employees
(JBS) Swift & Company	Pork processors	2,400	2,400
Emerson Process Mgt/Fisher Controls	Valves and regulators manufacturer	1,100	1,200
Marshalltown Community School District	Education	950	1,002
Iowa Veteran's Home	Hospital Care Facility	865	1,000
Lennox Industries, Inc	Furnace and air conditioning manufacturer	800	800
Unity Point Health	Hospital	400	700
HyVee Food Stores *	Grocery store	350	340
Wal-Mart*	Retail	300	325
Marshalltown Community College	Education	245	245
McFarland Clinic PC	Medical clinic	185	223
City of Marshalltown*	Municipal government	192	198

Note: Total employment information for the City of Marshalltown is not available. Consequently, each employer's percentage of total employment can not be calculated.

Source: Marshalltown Chamber of Commerce

* Includes full time, part time and seasonal employees

City of Marshalltown
Full-Time Equivalent City Government Employees by Function/Program
Last Ten Fiscal Years

Function/Program	Full-time-Equivalent Employees as of June 30									
	2020	2019	2018	2017	2016	2015	2014	2013	2012	2011
Public Safety	91.77	90.71	93.25	90.26	98.28	97.32	99.1	99.00	99.00	88.00
Public Works	20.63	19.35	20.72	20.46	20.61	21.14	21.02	21.00	21.00	20.00
Health and Social Services	1.88	0.39	1.94	4.13	8.38	9.44	8.49	8.00	8.00	6.50
Culture and Recreation	30.27	28.62	28.55	26.81	26.39	27.28	27.6	29.00	29.00	28.00
Community and Economic Development	2.75	3.81	3.39	2.26	2.6	3.29	4.21	4.00	3.00	5.50
General Government	16.04	15.93	15.62	15.93	15.57	17.67	17.91	18.00	17.00	18.00
Business-Type	33.14	29.14	29.9	29.01	32.57	32.25	32.89	34.00	35.00	34.00
Capital Projects	-	-	-	-	-	-	-	-	1.00	1.00
Total	<u>196.48</u>	<u>187.95</u>	<u>193.37</u>	<u>188.86</u>	<u>204.40</u>	<u>208.39</u>	<u>211.22</u>	<u>213.00</u>	<u>213.00</u>	<u>201.00</u>

Sources: City Department information.

City of Marshalltown
Operating Indicators by Function/Program
Last Ten Fiscal Years

Function/Program	Fiscal Year Ending June 30,									
	2020	2019	2018	2017	2016	2015	2014	2013	2012	2011
General Government										
Building Permits:										
New Construction:										
Number of permits	79	205	47	28	29	46	42	36	58	37
Value of permits	14,423,000	14,258,000	18,955,000	22,091,000	13,434,000	27,124,000	29,427,000	2,553,000	10,523,000	1,967,000
Remodeling, repairs and additions:										
Number of permits	92	158	55	120	102	80	72	71	101	95
Value of permits	22,783,000	29,092,000	12,399,000	7,434,000	11,915,000	10,719,000	24,001,000	16,435,000	5,275,000	26,630,000
Police										
Physical arrests	1,899	2,955	2,392	2,320	2,216	3,114	3,438	3,000		2,254
Violations:										
Parking	3,890	2,850	4,832	2,775	3,005	5,420	5,835	4,248	5,629	10,269
Traffic	1,683	2,654	2,662	1,801	1,255	1,889	1,803	2,500	2,939	3,290
Drunk driving	120	110	140	131	100	122	164	112	110	120
Narcotics	331	393	438	396	358	577	449	308	398	369
Fire										
Emergency responses	2,705	2,749	2,573	2,653	2,527	2,530	2,321	2,218	689	1,885
Fires extinguished	86	83	166	156	131	127	112	169	54	71
Inspections	261	223	343	555	519	223	471	541	353	376
Parks and recreation										
Adult team sports										
Leagues	4	4	4	6	6	8	12	8	10	8
Participation	4280	7,782	8,165	9,327	9,656	8,492	5,670	8,705	8,611	6,762
Youth activities										
Programs	8	18	23	30	27	32	33	32	28	31
Participation	861	1,980	2,955	3,256	3,224	3,249	3,502	3,569	3,587	4,246
Library										
Volumes in collection	209,589	127,867	194,703	144,143	143,783	100,376	101,034	101,194	133,971	129,219
Total volumes borrowed	199,014	245,730	281,205	250,941	287,092	274,787	290,606	292,964	300,784	310,849
Sewage system										
Per million										
Daily average treatment in gallons	4.296	5.64	3.08	3.95	4.73	4.26	4.75	6.4	6.4	6.4
Maximum daily capacity of treatment plant in thousands of gallons	17,440	17,440	17,440	17,440	17,440	17,440	17,440	17,440	17,440	17,440
Sewer customers served	9450	9,286	9,877	10,159	9,481	9,785	9,383	9,409	9,405	9,447
* Computer software was counting sewer credit meters										
Sewer rates in effect										
Base charge per month	\$23.75	\$23.75	\$22.67	\$20.25	\$17.57	\$15.60	\$14.31	\$12.12	\$10.27	\$10.27
Flow charge per 100 cubic feet	\$3.08	\$3.08	\$2.94	\$2.63	\$2.27	\$2.11	\$2.03	\$1.89	\$1.76	\$1.76
Transit										
Total route miles	124,793	122,545	142,667	131,829	134,737	110,394	133,405	132,475	131,749	135,711
# of passengers	76,490	76,132	100,178	90,353	101,805	111,542	104,513	113,728	112,318	130,974
General Elections - November of each year										
Registered voters	22,911	22,911	23,072	24,920	16,231	25,549	15,796	15,196	16,659	17,494
Number of votes cast	2,743	2,743	2,437	18,175	3,492	13,844	N/A	11,836	1,063	8,643
Percentage of registered voters voting	11.97%	11.97%	10.56%	72.93%	21.51%	54.19%	N/A	77.89%	6.38%	49.41%

Sources: City Department information.

City of Marshalltown
Capital Asset and Employment Statistics by Function/Program
Last Ten Fiscal Years

Function/Program	Fiscal Year Ending June 30,									
	2020	2019	2018	2017	2016	2015	2014	2013	2012	2011
Police										
# of stations	1	1	1	1	1	1	1	1	1	1
# of employees	68	70	70	62	57	55	55	63	59	61
Non-dispatch	52	54	57	49	45	42	43	50	47	48
Dispatch	16	14	13	13	12	13	12	13	12	13
Fire										
# of stations	1	1	1	1	1	1	1	1	1	1
# of employees	28	29	27	29	28	28	27	30	29	29
Parks and recreation										
Park areas										
# parks	23	25	25	21	21	26	26	26	26	26
# acres	315.61	357	357	210	210	328	328	325	325	325
Athletics										
# Baseball/softball fields	5	3	3	5	5	6	6	10	6	6
# Soccer/football fields	4	8	8	0	0	6	6	4	6	6
# Tennis courts	2	1	1	5	5	12	12	13	12	
# Basketball Courts	6	5	5	4	4					
Other										
# playgrounds	20	19	19	20	20	21	21	20	17	17
Miles of bike trails	14.26	12.5	12.5	7	7	9.6	9.6	8	8	8
# Swimming pools	1	1	1	1	1	1	1	1	1	1
# Park Shelters	29	29	29	29	29					
Public works										
Streets:										
Paved	157.5	157.5	157.5	157.5	157.5	157.5	157.5	157.5	157.5	157.5
Unpaved	5.8	5.8	5.8	5.8	5.8	5.8	5.8	5.8	5.8	5.8
Sewage system										
Number of treatment plants	1	1	1	1	1	1	1	1	1	1
Miles of sewers										
Storm	60.9	60.9	60.9	60.48	60.48	59.7	59.31	59.31	59.04	58.8
Sanitary	150.7	150.7	150.7	148.85	148.85	146.6	146.5	146.5	146.5	146.5
Transit										
# of buses	9	9	8	7	8	10	8	9	9	10
Education - Public and private										
Number of elementary schools	6	6	8	7	6	6	8	9	9	9
Number of elementary school instructors	185	188	205	262	283	299	305	243	237	248
Number of secondary schools	4	4	4	2	3	3	3	2	2	2
Number of secondary school instructors	226	224	204	150	280	250	238	143	146	150
Cemeteries										
Number of facilities	2	2	2	2	2	2	2	2	2	2
Number of acres										
Developed	135	135	135	135	135	135	135	135	135	135
Undeveloped	80	80	80	80	80	80	80	80	80	80
Hospitals										
Number of hospitals	1	1	1	1	1	1	1	1	1	1
Number of beds	49	49	49	49	49	125	125	125	125	125

Sources: City Department information.

Note: as of January 15, 2018, the dispatch employees became employees of Marshall County Communications Commission, rather than City employees.

City of Marshalltown

Water Pollution Control

Historic Earnings

Last Ten Fiscal Years

	2020	2019	2018	2017	2016	2015	2014	2013	2012	2011
Revenues:										
Sewer Rental	\$ 7,963,422	\$ 8,210,143	\$ 7,738,899	\$ 7,370,973	\$ 6,341,560	\$ 5,875,990	\$ 5,611,519	\$ 4,860,499	\$ 4,661,934	\$ 4,152,904
Interest Income	373,830	336,086	160,716	62,404	30,154	24,526	36,356	32,361	37,704	53,312
Grants	1,715	-	-	-	-	-	39,669	39,669	1,582,043	849,787
Miscellaneous	68,754	76,527	118,298	119,147	221,791	190,654	218,797	218,797	275,547	128,066
Total revenues	8,407,721	8,622,756	8,017,913	7,552,524	6,593,505	6,091,170	5,906,341	5,151,326	6,557,228	5,184,069
Expenses:										
Costs of Service	3,105,396	2,290,877	3,000,387	3,543,159	3,217,648	2,678,407	2,994,802	2,800,306	3,225,133	2,945,845
Depreciation	1,701,557	1,618,145	1,583,463	1,470,579	1,487,116	1,283,352	1,269,460	1,182,359	1,126,174	1,134,959
Debt Service	2,014,216	2,426,037	2,430,979	2,426,016	2,492,501	1,502,938	1,252,956	1,131,139	1,859,184	778,689
Total expenses	6,821,169	6,335,059	7,014,829	7,439,754	7,197,265	5,464,697	5,517,218	5,113,804	6,210,491	4,859,493
Net Income (Loss)	\$ 1,586,552	\$ 2,287,697	\$ 1,003,084	\$ 112,770	\$ (603,760)	\$ 626,473	\$ 389,123	\$ 37,522	\$ 346,737	\$ 324,576

Water Pollution Control Historic Coverage

Last Ten Fiscal Years

	2020	2019	2018	2017	2016	2015	2014	2013	2012	2011
Net Income (Loss)	\$ 1,586,552	\$ 2,287,697	\$ 1,003,084	\$ 112,770	\$ (603,760)	\$ 626,473	\$ 389,123	\$ 37,522	\$ 346,737	\$ 324,576
Add depreciation	1,701,557	1,618,145	1,618,145	1,470,579	1,487,116	1,283,352	1,269,460	1,182,359	1,126,174	1,134,959
Add debt retirement	2,014,216	2,426,037	2,430,979	2,426,016	2,492,501	1,502,938	1,252,956	1,131,139	1,859,184	778,689
Net income available for debt service	\$ 5,302,325	\$ 6,331,879	\$ 5,052,208	\$ 4,009,365	\$ 3,375,857	\$ 3,412,763	\$ 2,911,539	\$ 2,351,020	\$ 3,332,095	\$ 2,238,224
Historic debt service	\$ 2,014,216	\$ 2,426,037	\$ 2,430,979	\$ 2,426,016	\$ 2,492,501	\$ 1,502,938	\$ 1,252,956	\$ 1,131,139	\$ 1,859,184	\$ 778,689
Historic coverage	2.63	2.61	2.08	1.65	1.35	2.32	2.32	2.08	1.79	2.87
Projected max future debt	\$ 2,384,787	\$ 2,430,980	\$ 2,430,980	\$ 2,430,980	\$ 2,430,980	\$ 1,343,085	\$ 1,343,085	\$ 1,085,594	\$ 1,085,594	\$ 1,211,115
Projected coverage	2.22	2.60	2.08	1.65	1.39	2.16	2.17	2.17	3.07	1.85

City of Marshalltown
Water Pollution Control
Number of Customers by Type
Last Ten Fiscal Years

Year	Residential	Multi-Family	Commercial	Industrial	Total	Incr (Decr)
2011	8,251	406	749	41	9,447	14
2012	8,216	406	743	40	9,405	-42
2013	8,228	405	737	39	9,409	4
2014	8,469	397	824	50	9,740	331
2015	8,505	398	823	51	9,777	37
2016	8,525	394	840	50	9,809	32
2017	8,730	389	988	52	10,159	350
2018	8,751	396	964	52	10,163	4
2019	8,785	390	954	49	10,178	15
2020	8,832	391	959	48	10,230	52

Prior years included credit meters. Information based upon number of meters.

City of Marshalltown
Water Pollution Control
Present Net Position
As of June 30, 2020

Sewer Revenue Operating and Maintenance Accounts	\$ 451,407
Sewer Revenue Sinking Reserve Fund Account	157,266
Additional Capital Replacement Fund Account	1,186,206
Undesignated	<u>14,563,414</u>
Total Water Pollution Control Net Position	<u>\$ 16,358,293</u>

City of Marshalltown
Water Pollution Control
Major Users – Two Year Comparison

	2020			2019		
	Avg Gallons Per Month	Monthly Bill	2020 Ranking	Avg Gallons Per Month	Monthly Bill	2019 Ranking
JBS Swift & Company	73,130,331	230,683	1	72,115,033	\$ 238,651	1
IA Veterans Home	1,668,788	6,895	2	1,667,666	6,891	2
Unity Point Health	899,283	3,727	3	1,073,692	4,445	3
Emerson Processing/Fisher Controls	822,177	3,409	4	849,229	3,521	4
Marshalltown Community School District	645,399	2,681	5	656,495	2,727	5
Sunset Village Mobile Home Park	624,642	2,596	6	609,246	2,532	6
Packaging Corportation	601,517	2,501	7	465,318	1,940	8
Rainbow Carwash I & III	469,993	1,959	8	423,430	1,767	9
Central Iowa Truckwash LLC	467,126	1,947	9	541,677	2,254	7
BW Marshalltown Venture LLC	386,467	1,615	10	321,017	1,346	10

Source: City Financial Records and Marshalltown Water Works

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Compliance Section

June 30, 2020

City of Marshalltown



Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards

To the Honorable Mayor and
Members of the City Council
City of Marshalltown, Iowa

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of City of Marshalltown, Iowa, (City) as of and for the year ended June 30, 2020, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated December 11, 2020. Our report includes a reference to other auditors who audited the financial statement of the Marshalltown Waterworks, as described in our report on the City's financial statements. This report does not include the results of the other auditors' testing of internal control over financial reporting or compliance and other matters that are reported on separately by those auditors.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Comments involving statutory and other legal matters about the City's operations for the year ended June 30, 2020 are based exclusively on knowledge obtained from procedures performed during our audit of the financial statements of the City and are reported in Part IV of the accompanying schedule of findings and questioned costs. Since our audit was based on tests and samples, not all transactions that might have had an impact on the comments were necessarily audited. The comments involving statutory and other legal matters are not intended to constitute legal interpretations of those statutes.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

A handwritten signature in cursive script that reads "Eide Bailly LLP".

Dubuque, Iowa
December 11, 2020



Independent Auditor's Report on Compliance for the Major Federal Program and Report on Internal Control Over Compliance Required by the Uniform Guidance

To the Honorable Mayor and
Members of the City Council
City of Marshalltown, Iowa

Report on Compliance for the Major Federal Program

We have audited the City of Marshalltown, Iowa's (City) compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on the City's major federal program for the year ended June 30, 2020. The City's major federal program is identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on the compliance for the City's major federal program based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the City's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for the major federal program. However, our audit does not provide a legal determination of the City's compliance.

Opinion on the Major Federal Program

In our opinion, the City complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on its major Federal program for the year ended June 30, 2020.

Report on Internal Control over Compliance

Management of the City is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the City's internal control over compliance with the types of requirements that could have a direct and material effect on the major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for the major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the City's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a compliance requirement will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

The image shows a handwritten signature in black ink that reads "Eide Bailly LLP". The signature is written in a cursive, flowing style.

Dubuque, Iowa
December 11, 2020

City of Marshalltown
Schedule of Expenditures of Federal Awards
Year Ended June 30, 2020

Federal Grantor/Pass-through Grantor/Program or Cluster Title	Federal CFDA Number	Pass-through Entity Identifying Number	Expenditures	Amounts Passed- Through to Subrecipients
Department of Commerce				
Direct program				
Economic Development Cluster				
Economic Adjustment Assistance	11.307		\$ 225,000	\$ -
Department of Housing and Urban Development				
Pass-through program from				
Iowa Department of Economic Development				
Community Development Block Grants/ States Program and Non-Entitlement Grants in Hawaii	14.228	19-OT-005	9,534	-
Direct program				
Housing Voucher Cluster				
Section 8 Housing Choice Vouchers	14.871		1,024,775	-
COVID-19 - Section 8 Housing Choice Vouchers	14.871		8,166	-
			1,032,941	-
Lead-Based Paint Hazard Control in Privately-Owned Housing	14.900		225,206	-
Total Department of Housing and Urban Development			1,267,681	-
Department of Justice				
Direct program				
COVID-19 - Coronavirus Emergency Supplemental Funding Program	16.034		15,995	-
Pass-through program from				
Iowa Department of Justice				
Violence Against Women Formula Grants	16.588	VW-19-06-CJ	41,221	-
Direct program				
Bulletproof Vest Partnership Program	16.607		4,748	-
Pass-through program from				
Iowa Department of Justice				
Public Safety Partnership and Community Policing Grants	16.710	18-CAMP-08	4,315	-
Marshall County				
Edward Byrne Memorial Justice Assistance Grant Program	16.738	17-JAG-301037	28,500	-
Direct program				
Edward Byrne Memorial Justice Assistance Grant Program	16.738		18,918	18,918
			47,418	18,918
Total Department of Justice			113,697	18,918

(continued)

City of Marshalltown
Schedule of Expenditures of Federal Awards
Year Ended June 30, 2020

Federal Grantor/Pass-through Grantor/Program	Federal CFDA Number	Pass-through Entity Identifying Number	Expenditures	Amounts Passed- Through to Subrecipients
Department of Transportation				
Direct program:				
Airport Improvement Program	20.106		\$ 49,765	\$ -
Airport Improvement Program	20.106		61,784	-
			<u>111,549</u>	<u>-</u>
Pass-through program from				
Iowa Department of Transportation				
Formula Grants for Rural Areas and Tribal Transit Program	20.509	IA-19-X030	245,427	-
COVID-19 - Formula Grants for Rural Areas and Tribal Transit Program	20.509	2020-010-00-FY2020	149,124	-
			<u>394,551</u>	<u>-</u>
Highway Safety Cluster				
State and Community Highway Safety	20.600	PAP 20-402 MOAL, Task 06-00-00	3,018	-
State and Community Highway Safety	20.600	PAP 19-402 MOAL, Task11-00-00	2,966	-
			<u>5,984</u>	<u>-</u>
Cluster total			<u>5,984</u>	<u>-</u>
Total Department of Transportation			<u>512,084</u>	<u>-</u>
Department of Homeland Security				
Pass-through program from				
Iowa Department of Homeland Security				
Disaster Grants - Public Assistance (Presidentially Declared Disasters)	97.036	DR-4392-IA	1,868,660	-
Total Federal Financial Assistance			<u>\$ 3,987,122</u>	<u>\$ 18,918</u>

Note 1 - Basis of Presentation

The accompanying schedule of expenditures of federal awards includes the federal award activity of the City of Marshalltown, Iowa under programs of the federal government for the year ended June 30, 2020. The information is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the schedule presents only a selected portion of the operations of the City, it is not intended to and does not present the financial position or changes in fund balance of the City.

Note 2 – Significant Accounting Policies

Expenditures reported in the schedule of expenditures of federal awards are recognized on the modified accrual basis, except for subrecipient expenditures, which are recorded on the cash basis. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

Note 3 – Indirect Cost Rate

The City has not elected to use the 10% de minimis cost rate.

Part I: Summary of the Independent Auditor's Results:

Financial Statements

Type of auditor's report issued	Unmodified
Internal control over financial reporting:	
Material weakness identified	No
Significant deficiency not considered to be a material weakness	None reported
Noncompliance material to financial statements noted	No

Federal Awards

Internal control over major program:	
Material weakness identified	No
Significant deficiency not considered to be a material weakness	None reported
Type of auditor's report issued on compliance for the major programs	Unmodified
Any audit findings disclosed that are required to be reported in accordance with Uniform Guidance 2 CFR 200.516	No

Identification of major program:

<u>Name of Federal Program or Cluster</u>	<u>CFDA Number</u>
Disaster Grants – Public Assistance (Presidentially Declared Disasters)	97.036
Dollar threshold used to distinguish between Type A and Type B programs	\$750,000
Auditee qualified as low-risk auditee	Yes

Part II: Findings Related to the Financial Statements:

There were no findings to report.

Part III: Findings and Questioned Costs for Federal Awards:

There were no findings and questioned costs to report.

Part IV: Other Findings Related to Required Statutory Reporting:

- 2020-IA-A Certified Budget** – Disbursements during the year ended June 30, 2020 did not exceed the amount budgeted.
- 2020-IA-B Questionable Expenditures** - We noted no expenditures that we believe may fail to meet the requirements of public purpose as defined in an Attorney General’s opinion dated April 25, 1979.
- 2020-IA-C Travel Expense** - No expenditures of City money for travel expenses of spouses of City officials or employees were noted.
- 2020-IA-D Business Transactions** - No business transactions between the City and City officials or employees were noted.
- 2020-IA-E Restricted Donor Activity** - No transactions were noted between the City, City officials, City employees and restricted donors in compliance with Chapter 68B of the Code of Iowa.
- 2020-IA-F Bond Coverage** - Surety bond coverage of City officials and employees is in accordance with statutory provisions. The amount of coverage should be reviewed annually to ensure that the coverage is adequate for current operations.
- 2020-IA-G Council Minutes** - No transactions were found that we believe should have been approved in the Council minutes but were not.
- 2020-IA-H Deposits and Investments** - No instances of non-compliance with the deposit and investment provisions of Chapters 12B and 12C of the Code of Iowa and the City’s investment policy were noted.
- 2020-IA-I Revenue Bonds** – No instances of noncompliance with provisions of the City’s revenue bond resolutions were noted.
- 2020-IA-J Annual Urban Renewal Report** – The annual urban renewal report was properly approved and certified to the Iowa Department of Management on or before December 1.

#2020-

RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF MARSHALLTOWN AND YSS OF MARSHALL COUNTY TO IMPLEMENT A PILOT PROJECT TO STUDY THE DELIVERY OF SOCIAL SERVICES IN COLLABORATION WITH CITY LAW ENFORCEMENT SERVICES AND THE ALLOCATION OF \$150,000.00 TO SUPPORT THIS PROJECT

WHEREAS there is herewith submitted to the City Council of Marshalltown, Iowa, (City) a proposed agreement by and between the City of Marshalltown, Iowa, and YSS of Marshall County to implement a pilot project to study the delivery of social services in the community in collaboration with Marshalltown Police Department personnel; and

WHEREAS it is the desire and intent of YSS of Marshall County and the City that this pilot project commence in January of 2021 and run for twelve months; and

WHEREAS it is declared that the City will allocate \$150,000.00 for this twelve month project; and

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

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

Section 1. That the agreement by and between the City of Marshalltown, Iowa and YSS of Marshall County to implement a twelve month, pilot project to study the delivery of social services in the community in collaboration with Marshalltown Police Department personnel is hereby fully approved in all respects and particulars and the Mayor and City Clerk are hereby authorized and directed to execute same for and on behalf of said City.

Passed this 28th day of December 2020, and signed this _____ day of December 2020.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk



Joel Greer, Mayor
Jessica Kinser, City Administrator
Michael W. Tupper, Chief of Police
909 South Second Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5725
Fax - (641) 752-1211

TO: Mayor Joel Greer
Members of the City Council
Jessica Kinser, City Administrator

FROM: Michael W. Tupper
Chief of Police

DATE: 15 December 2020

RE: YSS of Marshall County Partnership with MPD
MPACT Memorandum of Understanding

Policy Issue: The Marshalltown City Council has oversight over city services and approves budget requests to fund services. The city council must approve contracts and agreements involving city services and budget resources.

Recommendation: Staff recommends the city council approve a contract with YSS of Marshall County to implement a pilot project to study the delivery of social services in the community in collaboration with Marshalltown Police Department personnel. Staff also recommends the council allocate \$150,000.00 to this project. The length of this pilot project will be twelve months.

Background: Communities all over the United States are reviewing how law enforcement services are utilized and deployed in our communities. There has been a call for more collaboration between law enforcement and social services. These calls have also involved the need to embed social and crisis services in with law enforcement response. We believe it is possible to reduce law enforcement calls for service, to non-law enforcement issues, if we can provide more timely and direct social services in our community. We also believe we can see a reduction in arrests, and use of force incidents, if we had more timely and direct access to social services in our community in collaboration with law enforcement outreach.

Our police officers face complex and challenging problems each day. Often times, these problems do not require a law enforcement answer. In fact, these problems require a multi-disciplinary approach and law enforcement services should be the answer of last resort. Too often the social services necessary to address these social problems are not immediately available or there is a lack of awareness that these services are even available in our community.

We believe embedding social and crisis services into the police department will allow our community to have better access to timely crisis and social services that will promote trust and understanding in the community. We believe we can more effectively solve problems through this collaboration. We believe we can prevent problems from escalating by providing more resources in our community to ensure better outcomes.

CITY COUNCIL

Sue Cahill, Mike Gowdy, Al Hoop, Gabe Isom,
Bill Martin, Gary Thompson, Bethany Wirin

We would like to implement a twelve-month project to study how social services can collaborate with law enforcement services to enhance operational effectiveness and efficiency. YSS of Marshall County already provides many of the social services we are looking for to enhance our community outreach services. We are requesting a \$150,000.00 investment from the City of Marshalltown in this effort.

Budget Impact: \$150,000.00 (CARES Act Funding)

Attachment: Document titled "CONTRACT BETWEEN YOUTH AND SHELTER SERVICES, INC. AND CITY OF MARSHALLTOWN, IOWA"

CONTRACT BETWEEN YOUTH AND SHELTER SERVICES, INC. AND CITY OF MARSHALLTOWN, IOWA

This contract between Youth and Shelter Services, Inc. (“YSS”) and the City of Marshalltown, Iowa (“the City”) is hereby agreed.

WHEREAS, the City, through its Police Department, wishes to partner with a team of social workers to better serve the citizens of Marshalltown; and,

WHEREAS, YSS has the personnel necessary to perform the necessary labor on a regular basis for the duration of this contract.

THEREFORE, THE PARTIES AGREE:

A. Duration of Contact

The contract shall begin January 1, 2021 and shall continue through and including December 31, 2021. Said agreement may be renewed by mutual agreement of the parties for subsequent terms under terms to be agreed.

B. Duties of YSS

1. YSS shall use reasonable best efforts to supply, as independent contractors and not as employees of the City of Marshalltown, not less than two (2) social workers to provide social work services, as well as a supervisor and any appropriate support staff. The purpose of said contractors shall be to provide support and assistance to the Marshalltown Police Department, based upon calls for service received by the Department.
2. YSS shall maintain proof of insurance covering each social worker supplied under this agreement, which proof shall be provided to the City upon request.
3. YSS shall maintain at least two (2) social workers to work at offices provided by the City of Marshalltown in its Police Department facilities for the duration of this contract. Said services shall be performed during normal business hours as much as shall be practical and necessary to fulfill the terms of this contract, or after hours as the social workers may determined necessary in the professional judgment of the social workers. Social workers shall be available to react and respond to calls for service received by the Marshalltown Police Department, to the extent deemed practical and necessary by the social workers.
4. YSS’s social workers shall act as independent contractors in accord with their independent professional judgment as social workers, and not under the professional direction of the Marshalltown Police Department.
5. Services of YSS shall be as the social workers exclusively determine, including but not limited to: counseling, assistance to victims, referral to juvenile courts as necessary,

initiation of Child in Need of Assistance actions, and any such other actions the social workers may determine, consistent with their professional training.

6. Agreement shall be consistent in all respects with the purpose and scope of the funds awarded to YSS through MPACT.
7. YSS will maintain appropriate documentation, receipts and appropriate proof of expenditures, including base pay for the community advocates (social workers); overtime for social workers; PT supervisor (to be determined); benefits to all employees of YSS involved in the services; cell phone costs; hotspots; supplies; mileage; and administrative expenses.
8. YSS will report statistical information quarterly to the Chief of Police or designee including number of contacts, general demographic information, types of cases, outcome/disposition, anecdotal data of interventions and other information as requested. YSS shall observe confidentiality laws when reporting the same.
9. YSS shall meet at least monthly with the Chief of Police or designee to discuss the status of this agreement, important information on the progress of the initiative and any other relevant information.
10. YSS shall maintain appropriate insurance covering the performance or professional conduct of its employees. Further, YSS shall be the employer of all YSS employees for purposes of Iowa Code Chapters 85 and 86 and shall carry legally required workers' compensation insurance on its employees. Said proof of insurance shall be provided upon the request of the City.
11. YSS shall provide all computers, cell phones, vehicles, and other property necessary for the YSS employees to carry out their duties, apart from the office space, desks, furniture, and physical infrastructure to be provided by the City.

C. Duties of the City

1. The City shall provide, within its Police Department office space for two full-time social workers and embedded support staff supplied by YSS, including desks, furniture, and physical infrastructure.
2. The City shall maintain commercial general liability insurance covering injury to persons on City property, including YSS employees, which occur due to the negligence of the City, as well as any asserted negligence of its police officers acting in concert with YSS. Proof of insurance shall be provided to YSS upon request.

3. The City shall supply not more than \$150,009 to cover the above-referenced contemplated expenses. This sum is based on assumed maximum calculation of costs of:

Community Advocates (2 FTE) @ \$40,000	\$80,000
Overtime/on call \$12,500 x 2	\$25,000
PT supervisor \$44,000 TBD	\$4,400
Benefits x 20%	\$21,880
Cell phone x 2 x \$50.00/month	\$1,200
Hotspot \$30/month x 2/ EMR \$50/Month x2	\$1,920
Supplies	\$525
Mileage \$1,800 x 2 x .39 mile	\$1,404
<u>Admin expenses x 10%</u>	<u>\$13,680</u>
TOTAL	\$150,009

Should YSS fail to supply the person or hours contemplated, YSS shall be compensated only for the persons or hours supplied. No additional funds beyond \$150,009 shall be provided by the City of Marshalltown without express authorization of the Marshalltown City Council.

D. Independent Contractor

The parties agree that YSS and its employees provided under this contract are independent contractors and not employees of the City of Marshalltown, Iowa. YSS shall exercise discretion in the performance of all duties.

E. Mutual Indemnity

The parties agree there is inherent risk when social workers go into the field, especially when they visit homes or other sites where criminal activity has been detected by law enforcement officers. Likewise, the City understands the risk to both its officers and social workers visiting such location. The parties hereby indemnify and hold harmless each other for any negligence committed by their respective employees which may lead to injury to the employees of the other, and agree to defend the other for any such negligence.

E. Complete Agreement

This is the complete agreement of the parties. Any modifications of this agreement must be made with the same formality as the original (including approval by the City Council), in writing, and signed and endorsed by both parties.

F. Severability

If any portion of this contract is held to be illegal or unenforceable, such a finding shall not impact the other portions of the contract and the other portions shall remain in full effect and enforceable.

YOUTH AND SHELTER SERVICES, INC.

CITY OF MARSHALLTOWN, IOWA

Printed Name of Representative

Joel Greer, Mayor

Attest, City Clerk:

HOLD HEARING AND APPROVE
DEVELOPMENT AGREEMENT AND
TAX INCREMENT PAYMENTS

(McFarland Clinic)

422742-41

Marshalltown, Iowa

December 28, 2020

A meeting of the City Council of the City of Marshalltown, Iowa, was held at 5:30 p.m., on December 28, 2020 at the Council Chambers, Marshalltown, Iowa, pursuant to the rules of the Council and to published notice.

The Mayor presided and the roll was called, showing members present and absent as follows:

Present: _____

Absent: _____.

It was reported that notice of the intention of the Council to conduct a public hearing on a Development Agreement between the City and McFarland Clinic, in connection with construction of a medical facility, which provides for certain property tax incentives in the form of annual appropriation, incremental property tax payments in a total amount not exceeding \$2,400,000, had been published according to law and as directed by the Council and that this is the time and place at which the Council shall receive oral or written objections from any resident or property owner of the City. All written objections, statements, and evidence heretofore filed were reported to the Council.

The following named persons presented oral objections, statements, or evidence; filed written objections or statements; or presented other exhibits:

(Here list all persons presenting written or oral statements or evidence)

There being no further objections or comments, the Mayor announced that the hearing was closed.

Council Member _____ introduced the resolution next hereinafter set out and moved its adoption, seconded by Council Member _____; and after due consideration thereof by the Council, the Mayor put the question upon the adoption of said resolution, and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

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

APPROVING DEVELOPMENT AGREEMENT WITH MCFARLAND CLINIC, AUTHORIZING ANNUAL APPROPRIATION TAX INCREMENT PAYMENTS AND PLEDGING CERTAIN TAX INCREMENT REVENUES TO THE PAYMENT OF THE AGREEMENT

WHEREAS, the City of Marshalltown, Iowa (the “City”), pursuant to and in strict compliance with all laws applicable to the City, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the Marshalltown Urban Renewal Area No. 3 (the “Urban Renewal Area”); and

WHEREAS, this Council has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa (the “Urban Renewal Tax Revenue Fund”), which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, an agreement between the City and McFarland Clinic has been prepared (the “Agreement”), pursuant to which McFarland Clinic would construct a medical facility in the Urban Renewal Area (the “McFarland Clinic Project”) and the City would provide annual appropriation tax increment payments in a total amount not exceeding \$2,400,000; and

WHEREAS, this City Council, pursuant to Section 403.9 of the Code of Iowa, has published notice, has held a public hearing on the Agreement, has determined that the Agreement is in compliance with the urban renewal plan for the Urban Renewal Area, and has otherwise complied with statutory requirements for the approval of the Agreement; and

WHEREAS, Chapter 15A of the Code of Iowa (“Chapter 15A”) declares that economic development is a public purpose for which a City may provide grants, loans, tax incentives, guarantees and other financial assistance to or for the benefit of private persons; and

WHEREAS, Chapter 15A requires that before public funds are used for grants, loans, tax incentives or other financial assistance, a City Council must determine that a public purpose will reasonably be accomplished by the spending or use of those funds; and

WHEREAS, Chapter 15A requires that in determining whether funds should be spent, a City Council must consider any or all of a series of factors;

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

Section 1. Pursuant to the factors listed in Chapter 15A, the Council hereby finds that:

(a) The McFarland Clinic Project will add diversity and generate new opportunities for the Marshalltown and Iowa economies;

(b) The McFarland Clinic Project will contribute to the revitalization of the Urban Renewal Area and will generate public gains and benefits, particularly in the creation of new jobs, and the retention of existing jobs, and the increased provision of medical services, which are warranted in comparison to the amount of the proposed property tax incentives.

Section 2. The Council further finds that a public purpose will reasonably be accomplished by entering into the Agreement and providing the property tax payments to McFarland Clinic.

Section 3. The Agreement is hereby approved and the Mayor and City Clerk are hereby authorized and directed to execute and deliver the Agreement on behalf of the City, in substantially the form and content in which the Agreement has been presented to this City Council, and such officers are also authorized to make such changes, modifications, additions or deletions as they, with the advice of bond counsel, may believe to be necessary, and to take such actions as may be necessary to carry out the provisions of the Agreement.

Section 4. All payments by the City under the Agreement shall be subject to annual appropriation by the City Council, in the manner set out in the Agreement. As provided and required by Chapter 403 of the Code of Iowa, the City's obligations under the Agreement shall be payable solely from a subfund which is hereby established, into which shall be paid that portion of the income and proceeds of the Urban Renewal Tax Revenue Fund attributable to property taxes derived from the property described as follows:

A parcel of land being a part of the Northeast Quarter of the Southeast Quarter of Section 11 and part of the Northwest Quarter of the Southwest Quarter of Section 12, all in Township 83 North, Range 18 West of the 5th P.M., in and forming a part of the City of Marshalltown, County of Marshall, State of Iowa

(the "McFarland Clinic Subfund").

Section 5. The City hereby pledges to the payment of the Agreement the McFarland Clinic Subfund and the taxes referred to in Subsection 2 of Section 403.19 of the Code of Iowa to be paid into such Subfund, provided, however, that no payment will be made under the Agreement unless and until monies from the McFarland Clinic Subfund are appropriated for such purpose by the City Council.

Section 6. After its adoption, a copy of this resolution shall be filed in the office of the County Auditor of Marshall County to evidence the continuing pledging of the McFarland Clinic Subfund and the portion of taxes to be paid into such Subfund and, pursuant to the direction of Section 403.19 of the Code of Iowa, the Auditor shall allocate the taxes in accordance therewith and in accordance with the tax allocation ordinance referred to in the preamble hereof.

Section 7. All resolutions or parts thereof in conflict herewith are hereby repealed.

Passed and approved December 28, 2020.

Mayor

Attest:

City Clerk

• • • • •

On motion and vote the meeting adjourned.

Mayor

Attest:

City Clerk

STATE OF IOWA
COUNTY OF MARSHALL SS:
CITY OF MARSHALLTOWN

I, the undersigned, Clerk of the City of Marshalltown, hereby certify that the foregoing is a true and correct copy of the minutes of the Council of the City relating to holding a public hearing and adopting a resolution to approve a Development Agreement.

WITNESS MY HAND this _____ day of _____, 2020.

City Clerk

STATE OF IOWA

SS:

COUNTY OF MARSHALL

I, the undersigned, County Auditor of Marshall County, in the State of Iowa, do hereby certify that on the ____ day of _____, 2020, the City Clerk of the City of Marshalltown filed in my office a certified copy of a resolution of the City shown to have been adopted by the Council and approved by the Mayor thereof on December 28, 2020, entitled: "Resolution Approving Development Agreement with McFarland Clinic, Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement", and that I have duly placed the copy of the resolution on file in my records.

WITNESS MY HAND this ____ day of _____, 2020.

County Auditor

December 21, 2020

Alicia Hunter
City Clerk/City Hall
24 North Center Street
Marshalltown, IA 50158

Re: McFarland Clinic Development Agreement
File No. 422742-41

Dear Alicia:

I have prepared proceedings covering the City Council's public hearing on the proposed Development Agreement with McFarland Clinic, followed by a resolution approving the Agreement and pledging incremental tax revenues.

A copy of the Resolution must be filed with the Marshall County Auditor.

We would appreciate receiving one fully executed copy of these proceedings and of the executed Development Agreement as soon as they are available.

Very truly yours,

Robert E. Josten

Cc by email: Jessica Kinser
Diana Steiner

DEVELOPMENT AGREEMENT

This Agreement is entered into between the City of Marshalltown, Iowa (the “City”) and McFarland Clinic (the “Developer”) as of the 28th day of December, 2020.

WHEREAS, the City has established the Marshalltown Urban Renewal Area No. 3 (the “Urban Renewal Area”), and has adopted a tax increment ordinance for the Urban Renewal Area; and

WHEREAS, the Developer owns certain property located within the Urban Renewal Area located at _____, with a Marshall County Property Tax Identification Number of _____ (the “Property”) and;

WHEREAS, the Developer intends to construct a medical facility on the Property (the “Project”); and

WHEREAS, the Developer has requested tax increment financing assistance in paying the costs of the Project; and

WHEREAS, Chapter 15A of the Code of Iowa authorizes cities to provide grants, loans, guarantees, tax incentives and other financial assistance to or for the benefit of private persons;

NOW THEREFORE, the parties hereto agree as follows:

A. Developer’s Covenants

1. The Developer agrees to construct a 66,000 square foot medical facility on the Property, and to use the Project throughout the term of this Agreement as a medical facility. Construction of the facility is contingent upon the Developer's completion of a competitive bid process and the low bid meeting the budgetary target for the facility.

2. The Developer agrees to make timely payment of all property taxes as they come due throughout the term of this Agreement and to submit a receipt or cancelled check to the City Clerk in evidence of each such payment.

B. City’s Obligations

In recognition of, and subject to fulfillment of the Developer’s obligations set out above, the City agrees to make economic development tax increment payments (the “Payments”) to the Developer in each fiscal year during the term of this Agreement, pursuant to Chapters 15A and 403 of the Code of Iowa, provided, however, that the aggregate, total amount of the Payments shall not exceed \$2,400,000, and all Payments shall be subject to annual appropriation by the City Council.

The Payments will be made on December 1 and June 1 of each fiscal year, beginning in the first fiscal year for which the City receives incremental property tax revenues with respect to an increase in the taxable valuation of the Property over the valuation shown on the tax rolls as

of January 1, 2021 (the “Incremental Property Tax Revenues”), and continuing for a total of ten fiscal years or until such earlier date upon which total Payments equal to \$2,400,000 have been made. For example, if an increase in taxable valuation of the Property is placed on the Marshall County tax rolls as of January 1, 2022, the first Payment will be made on December 1, 2023. Each Payment shall be in an amount equal to 50% of the Incremental Property Tax Revenues attributable to the Property and received by the City during the six months immediately preceding each Payment Date.

Incremental Property Tax Revenues are produced by multiplying the consolidated property tax levy (city, county, school, etc.) times the incremental valuation of the Property, then subtracting debt service levies of all taxing jurisdictions, subtracting the school district physical plant and equipment and instructional support levies and subtracting any other levies which may be exempted from such calculation by action of the Iowa General Assembly.

The Payments shall not constitute general obligations of the City, but shall be made solely and only from Incremental Property Tax Revenues attributable to the Property that are received by the City from the Marshall County Treasurer.

Each Payment shall be subject to annual appropriation by the City Council. Prior to November 15 of each year during the term of this Agreement, the City Council shall consider the question of obligating for appropriation to the funding of the Payments due in the next succeeding fiscal year, an amount of Incremental Property Tax Revenues to be collected in such following fiscal year equal to the City’s estimate of the amount of Incremental Property Tax Revenues that could be collected in such year (the “Appropriated Amount”). Each such estimate shall be based on then current consolidated property tax levy and most recent incremental valuation of the Property.

To the extent the City Council decides to obligate funds for appropriation to the Payments, the City agrees to certify to the Marshall County Auditor by December 1 of each year during the term of this Agreement, an amount equal to the most recently determined Appropriated Amount.

C. Administrative Provisions

1. This Agreement may not be amended or assigned by either party without the express permission of the other party. However, the City hereby gives its permission that the Developer’s rights to receive the Payments hereunder may be assigned by the Developer to a lender without further action on the part of the City.

2. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

3. This Agreement shall be deemed to be a contract made under the laws of the State of Iowa and for all purposes shall be governed by and construed in accordance with laws of the State of Iowa.

The City and the Developer have caused this Agreement to be signed, in their names and on their behalf, by their duly authorized officers, all as of the day and date written above.

CITY OF MARSHALLTOWN, IOWA

By: _____
Mayor

Attest:

City Clerk

MCFARLAND CLINIC

RESOLUTION APPROVING
AMENDMENTS TO REVITALIZATION
PLANS AND ORDINANCES

422742-41

Marshalltown, Iowa

December 28, 2020

A meeting of the City Council of the City of Marshalltown, Iowa, was held at the City Hall, at 5:30 p.m., on December 28, 2020. The Mayor presided and the roll was called, showing members present and absent as follows:

Present: _____

Absent: _____.

It was reported that this was the time and place set for hearing on amendments to the plans for the Marshalltown Urban Revitalization Area No. 1 and Marshalltown Urban Revitalization Area No. 2, related to deleting references to an expiration date in both plans.

All written objections, statements, and evidence heretofore filed were read.

The following named persons presented oral objections, statements, or evidence; filed written objections or statements; or presented other exhibits:

(List all persons presenting written or oral statements or evidence.)

There being no further objections, comments, or evidence offered, the Mayor announced the hearing closed.

It was moved by Council Member _____ and seconded by Council Member _____ that the resolution next hereinafter set out be adopted.

The Mayor put the question upon the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

The Mayor declared the said resolution adopted, as follows:

RESOLUTION NO. 2020-373

**RESOLUTION ADOPTING THE 2020 AMENDMENTS TO THE PLANS
FOR THE MARSHALLTOWN URBAN REVITALIZATION AREA NO. 1
AND MARSHALLTOWN URBAN REVITALIZATION AREA NO. 2**

WHEREAS, pursuant to the provisions of Chapter 404 of the Code of Iowa (the “Act”) the City Council of the City of Marshalltown, Iowa, has designated an area of the City as the Marshalltown Urban Revitalization Area No. 1 and a separate area as the Marshalltown Urban Revitalization Area No. 2 (the “Urban Revitalization Areas”); and

WHEREAS, pursuant to the provisions of the Act, before amending provisions of the plans for the Revitalization Areas, the City must prepare an amendment to the Plans for such revitalization areas; and

WHEREAS, amendments to the urban revitalization plans for the Urban Revitalization Areas (the “2020 Amendments”) have been prepared in order to revise language in each plan related to the period of time during which each plan will be effective, notice has been published and a hearing has been held on the 2020 Amendments;

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

Section 1. The 2020 Amendments are hereby adopted, in substantially the forms attached hereto as Exhibit A and Exhibit B.

Section 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed, to the extent of such conflict.

Passed and approved December 28, 2020.

Mayor

Attest:

City Clerk

Exhibit A

2020 AMENDMENT
TO
Urban Revitalization Plan
Marshalltown Urban Revitalization Area No. 1

December, 2020

Amend Paragraph V, entitled “Implementation Policies and Procedures,” by deleting the following two sentences: “It is estimated by the City of Marshalltown that Revitalization Area No. 1 will remain so designated for a period of ten (10) years from the date of designation. The City reserves the right to extend the period of designation in accordance with applicable provisions of the Act”

and substituting in their place the following sentence: “Eligibility for tax exemption under this Urban Revitalization Plan will exist until, in the opinion of the City Council, the desired level of revitalization has been attained or economic conditions are such that the continuation of the exemption granted would cease to be of benefit to the City, in which case the City Council may repeal the ordinance which designated Revitalization Area No. 1, pursuant to Section 404.7 of the Code of Iowa.”

Exhibit B

2020 AMENDMENT
TO
Urban Revitalization Plan
Marshalltown Urban Revitalization Area No. 2

December, 2020

Amend Paragraph V, entitled “Plan Implementation,” by deleting the following two sentences: “It is estimated by the City of Marshalltown that Revitalization Area No. 2 will remain so designated for a period of ten (10) years from the date of designation. The City reserves the right to extend the period of designation in accordance with applicable provisions of the Chapter 404 of the Code of Iowa”

and substituting in their place the following sentence: “Eligibility for tax exemption under this Urban Revitalization Plan will exist until, in the opinion of the City Council, the desired level of revitalization has been attained or economic conditions are such that the continuation of the exemption granted would cease to be of benefit to the City, in which case the City Council may repeal the ordinance which designated Revitalization Area No. 2, pursuant to Section 404.7 of the Code of Iowa.”

RESOLUTION APPROVING
AMENDMENTS TO REVITALIZATION
PLANS AND ORDINANCES

422742-41

Marshalltown, Iowa

December 28, 2020

A meeting of the City Council of the City of Marshalltown, Iowa, was held at the City Hall, at 5:30 p.m., on December 28, 2020. The Mayor presided and the roll was called, showing members present and absent as follows:

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(List all persons presenting written or oral statements or evidence.)

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It was moved by Council Member _____ and seconded by Council Member _____ that the resolution next hereinafter set out be adopted.

The Mayor put the question upon the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

The Mayor declared the said resolution adopted, as follows:

RESOLUTION NO. 2020-373

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FOR THE MARSHALLTOWN URBAN REVITALIZATION AREA NO. 1
AND MARSHALLTOWN URBAN REVITALIZATION AREA NO. 2**

WHEREAS, pursuant to the provisions of Chapter 404 of the Code of Iowa (the “Act”) the City Council of the City of Marshalltown, Iowa, has designated an area of the City as the Marshalltown Urban Revitalization Area No. 1 and a separate area as the Marshalltown Urban Revitalization Area No. 2 (the “Urban Revitalization Areas”); and

WHEREAS, pursuant to the provisions of the Act, before amending provisions of the plans for the Revitalization Areas, the City must prepare an amendment to the Plans for such revitalization areas; and

WHEREAS, amendments to the urban revitalization plans for the Urban Revitalization Areas (the “2020 Amendments”) have been prepared in order to revise language in each plan related to the period of time during which each plan will be effective, notice has been published and a hearing has been held on the 2020 Amendments;

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

Section 1. The 2020 Amendments are hereby adopted, in substantially the forms attached hereto as Exhibit A and Exhibit B.

Section 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed, to the extent of such conflict.

Passed and approved December 28, 2020.

Mayor

Attest:

City Clerk

Exhibit A

2020 AMENDMENT
TO
Urban Revitalization Plan
Marshalltown Urban Revitalization Area No. 1

December, 2020

Amend Paragraph V, entitled “Implementation Policies and Procedures,” by deleting the following two sentences: “It is estimated by the City of Marshalltown that Revitalization Area No. 1 will remain so designated for a period of ten (10) years from the date of designation. The City reserves the right to extend the period of designation in accordance with applicable provisions of the Act”

and substituting in their place the following sentence: “Eligibility for tax exemption under this Urban Revitalization Plan will exist until, in the opinion of the City Council, the desired level of revitalization has been attained or economic conditions are such that the continuation of the exemption granted would cease to be of benefit to the City, in which case the City Council may repeal the ordinance which designated Revitalization Area No. 1, pursuant to Section 404.7 of the Code of Iowa.”

Exhibit B

2020 AMENDMENT
TO
Urban Revitalization Plan
Marshalltown Urban Revitalization Area No. 2

December, 2020

Amend Paragraph V, entitled “Plan Implementation,” by deleting the following two sentences: “It is estimated by the City of Marshalltown that Revitalization Area No. 2 will remain so designated for a period of ten (10) years from the date of designation. The City reserves the right to extend the period of designation in accordance with applicable provisions of the Chapter 404 of the Code of Iowa”

and substituting in their place the following sentence: “Eligibility for tax exemption under this Urban Revitalization Plan will exist until, in the opinion of the City Council, the desired level of revitalization has been attained or economic conditions are such that the continuation of the exemption granted would cease to be of benefit to the City, in which case the City Council may repeal the ordinance which designated Revitalization Area No. 2, pursuant to Section 404.7 of the Code of Iowa.”

RESOLUTION APPROVING
AMENDMENTS TO REVITALIZATION
PLANS AND ORDINANCES

422742-41

Marshalltown, Iowa

December 28, 2020

A meeting of the City Council of the City of Marshalltown, Iowa, was held at the City Hall, at 5:30 p.m., on December 28, 2020. The Mayor presided and the roll was called, showing members present and absent as follows:

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The Mayor put the question upon the motion and the roll being called, the following named Council Members voted:

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The Mayor declared the said resolution adopted, as follows:

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AND MARSHALLTOWN URBAN REVITALIZATION AREA NO. 2**

WHEREAS, pursuant to the provisions of Chapter 404 of the Code of Iowa (the “Act”) the City Council of the City of Marshalltown, Iowa, has designated an area of the City as the Marshalltown Urban Revitalization Area No. 1 and a separate area as the Marshalltown Urban Revitalization Area No. 2 (the “Urban Revitalization Areas”); and

WHEREAS, pursuant to the provisions of the Act, before amending provisions of the plans for the Revitalization Areas, the City must prepare an amendment to the Plans for such revitalization areas; and

WHEREAS, amendments to the urban revitalization plans for the Urban Revitalization Areas (the “2020 Amendments”) have been prepared in order to revise language in each plan related to the period of time during which each plan will be effective, notice has been published and a hearing has been held on the 2020 Amendments;

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

Section 1. The 2020 Amendments are hereby adopted, in substantially the forms attached hereto as Exhibit A and Exhibit B.

Section 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed, to the extent of such conflict.

Passed and approved December 28, 2020.

Mayor

Attest:

City Clerk

Exhibit A

2020 AMENDMENT
TO
Urban Revitalization Plan
Marshalltown Urban Revitalization Area No. 1

December, 2020

Amend Paragraph V, entitled “Implementation Policies and Procedures,” by deleting the following two sentences: “It is estimated by the City of Marshalltown that Revitalization Area No. 1 will remain so designated for a period of ten (10) years from the date of designation. The City reserves the right to extend the period of designation in accordance with applicable provisions of the Act”

and substituting in their place the following sentence: “Eligibility for tax exemption under this Urban Revitalization Plan will exist until, in the opinion of the City Council, the desired level of revitalization has been attained or economic conditions are such that the continuation of the exemption granted would cease to be of benefit to the City, in which case the City Council may repeal the ordinance which designated Revitalization Area No. 1, pursuant to Section 404.7 of the Code of Iowa.”

Exhibit B

2020 AMENDMENT
TO
Urban Revitalization Plan
Marshalltown Urban Revitalization Area No. 2

December, 2020

Amend Paragraph V, entitled “Plan Implementation,” by deleting the following two sentences: “It is estimated by the City of Marshalltown that Revitalization Area No. 2 will remain so designated for a period of ten (10) years from the date of designation. The City reserves the right to extend the period of designation in accordance with applicable provisions of the Chapter 404 of the Code of Iowa”

and substituting in their place the following sentence: “Eligibility for tax exemption under this Urban Revitalization Plan will exist until, in the opinion of the City Council, the desired level of revitalization has been attained or economic conditions are such that the continuation of the exemption granted would cease to be of benefit to the City, in which case the City Council may repeal the ordinance which designated Revitalization Area No. 2, pursuant to Section 404.7 of the Code of Iowa.”

ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA BY
AMENDING CHAPTER 77, PARKING SCHEDULES, SCHEDULE II, NO PARKING ANY TIME

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

Section 1. The Code of Ordinances, City of Marshalltown, Iowa is hereby amended by replacing the table listed in CHAPTER 77 PARKING SCHEDULES, SCHEDULE II NO PARKING ANY TIME, Section (A):

<u>Side</u>	<u>On Street</u>	<u>From</u>	<u>To</u>
Both	18th Avenue	Marion Street	South city limits
Both	Anson Street	480 feet west of the centerline of S. Center Street	S. 4th Avenue
Both	Bohen Street	S. Center Street	S. 1st Avenue
Both	E. and W. 3rd Avenue ramps	S. 3rd Avenue	Nevada-Madison Street connection
Both	E. Anson Street	S. 12th Avenue	Stegman Boulevard
Both	E. Anson Street	S. Center Street	S. 4th Avenue
North	E. Boone Street	East line of S. Center Street	110 feet east
South	E. Boone Street	S. 1st Avenue	S. 2nd Avenue
Both	E. Boone Street	S. 8 th Avenue	350 feet east
South	E. Church Street	East line of S. 3rd Avenue	A point 60 feet east of east line of S. 4th Avenue
North	E. Church Street	S. 3rd Avenue	S. 5th Avenue
North	E. Linn Street	A point 20 feet west of the west line of the north-south alley between 4th Avenue and 5th Avenue	West line of said alley
Both	E. Linn Street	East line of S. 3rd Avenue east one-half block	West line of first north and south alley intersecting E. Linn Street
Both	E. Linn Street	S. 14th Avenue	S. 18th Avenue
North	E. Linn Street	S. Center Street	S. 3rd Avenue
Both	E. Main Street	12th Avenue	East city limits
South	E. Main Street	40 feet west of the west line of N. 4th Avenue	85 feet east
North	E. Main Street	A point 68 feet east of the east right- of-way line of S. 3rd Avenue	A point 100 feet east
North	E. Main Street	East line of 3rd Avenue	28 feet east
Both	E. Meadow Lane	S. Center Street	S. 2nd Avenue
Both	E. Nevada Street	East line of S. 1st Avenue	To a point 196.5 feet east
Both	E. Nevada Street	S. 4th Avenue	S. 18th Avenue
South	E. Nevada Street	S. Center Street	S. 1st Avenue
Both	E. North Street	N. Center Street	N. 2nd Avenue
Both	E. Olive Street	S. Center Street	East city limits
North	E. South Street	East line of S. 3rd Avenue	The entrance to the Anson School parking lot
Both	E. South Street	S. Center Street	S. 3rd Avenue
South	E. Southridge Road	Beginning at a point 208 feet east of the east line of Plaza Drive	Thence east 180 feet
South	E. Southridge Road	East line of S. Center Street	190 feet east
North	E. Southridge Road	East line of S. Center Street	750 feet east
Both	E. State Street	East line of N. 5th Avenue	West line of N. 9th Avenue
North	E. State Street	N. 3rd Avenue	N. 4th Avenue
Both	E. State Street	West property line of N. 7th Avenue	A point 65 feet west
Both	Edgebrook Drive	South line of E. Olive Street	A point 85 feet south
Both	Fremont Street	East line of N. 27th Street	A point 50 feet east
Both	Iowa Avenue	East city limits	West city limits
Both	Jackson Street	S. 12th Avenue	S. 15th Avenue
Both	Madison Street	S. 4th Avenue	S. 9th Street
North	Marion Street	N. 2nd Avenue	N. 3rd Avenue
Both	Marion Street	N. 3rd Avenue	N. 18th Avenue
East	N. 10th Avenue	Lee Street	Woodbury Street

West	N. 10th Avenue	Marion Street	Bromley Street
East	N. 10th Avenue	Marion Street	Lee Street
Both	N. 12th Avenue	North line of E. Main Street	80 feet north
East	N. 14th Street	W. Main Street	W. State Street
East	N. 16th Street	Kalsem Boulevard	River Boulevard
West	N. 16th Street	W. Main Street	W. State Street
Both	N. 17th Street	Main Street	220 feet north (to the creek)
East	N. 1st Avenue	South line of east-west alley between Main Street and State Street	Thence 35 feet south
Both	N. 3rd Avenue	Anson Street	North city limits
East	N. 3rd Street	20 feet north of the north line of Summit Street	100 feet south of the south line of Summit Street
West	N. 3rd Street	Main Street	50 feet north
West	N. 3rd Street	North line of Summit Street	North 100 feet
West	N. 3rd Street	South line of W. State Street	60 feet south
East	N. 4th Avenue	North right-of-way line of Woodbury Street	55 feet north
Both	N. 4th Street	20 feet south of the south line of the alley south of Summit Street	20 feet north of the north line of the alley south of Summit Street
West	N. 5th Street	South line of the alley south of Summit Street	60 feet south
Both	N. 7th Avenue	E. Main Street	E. State Street
East	N. 7th Avenue	E. State Street	Bromley Street
East	N. 8th Avenue	E. Main Street	E. State Street
West	N. 9th Avenue	Bromley Street	State Street
East	N. 9th Avenue	E. Main Street	North to first alley intersection
East	N. 9th Avenue	Woodbury Street	State Street
West	N. 9th Street	Beginning at a point 100 feet south of the south line of Summit Street	Thence 25 feet south
Both	N. 9th Street	South line of Summit Street	South 100 feet
East	N. Center Street	South line of alley adjacent to Lot 6, Block 10 of original plat of Marshalltown (19 N. Center Street)	35 feet south
Both	N. Linwood Street	N. 4th Avenue	N. 3rd Avenue
South	Nicholas Drive	East line of S. 2nd Street	East 105 feet
Both	Riverside Street	2nd Avenue	N. 3rd Avenue
East	S. 11th Street	W. Church Street	W. Boone Street
Both	S. 12th Avenue	Main Street	South city limits
East	S. 13th Street	W. Church Street	W. Linn Street
East	S. 14th Avenue	South line of E. Linn Street	A point 60 feet south
Both	S. 15th Avenue	Jackson Street	Anson Street
Both	S. 15th Avenue	South line of E. Nevada Street	60 feet south
Both	S. 16th Avenue	North line of E. Nevada Street	40 feet north
East	S. 1st Avenue	120 feet north of the north line of E. Nevada Street	60 feet north
West	S. 1st Avenue	A point 78 feet north of the north line of Madison Street	126 feet north
East	S. 1st Avenue	E. Nevada Street	E. Madison Street
West	S. 1st Avenue	North line of E. Nevada Street	180 feet north
West	S. 1st Avenue	South line of east-west alley between Main Street and State Street	To a point 20 feet south
East	S. 1st Avenue	South property line of Boone Street	A point 186 feet south
West	S. 1st Street	Boone Street	A point 40 feet north
West	S. 1st Street	Washington Street South	Main entrance of YM-YW Building
West	S. 2nd Avenue	75 feet south of south line of E. Church Street	South 20 feet
East	S. 2nd Avenue	North alley line of the alley south of Linn Street	North 25 feet
East	S. 2nd Avenue	W. Madison Street	Nevada Street
Both	S. 2nd Street	Beginning at a point 53 feet south	Thence 80 feet south

		of the south line of W. Southridge Road	
East	S. 2nd Street	Southridge Road	Nicholas Drive
East	S. 3rd Avenue	E. Anson Street	200 feet south of the south line of E. Anson Street
East	S. 3rd Avenue	North line of Southridge Road	A point 750 feet north
Both	S. 3rd Avenue	South line of Newcastle Road	420 feet south
Both	S. 3rd Street	S. 6th Street	W. Madison Street
West	S. 3rd Street	W. Madison Street	South line of east and west alley between 3rd Street and 4th Street
East	S. 3rd Street	W. Nevada Street	W. Madison Street
Both	S. 4th Avenue	Linn Street	Church Street
West	S. 4th Avenue	Nevada Street	Linn Street
East	S. 4th Avenue	South alley line of the alley south of Linn Street	South 25 feet
East	S. 4th Street	W. Ingledue Street	W. Olive Street
East	S. 6th Avenue	E. Anson Street	E. May Street
Both	S. 6th Street	Iowa Avenue	The intersection of S. 6th Street and S. 3rd Street (S. 6th Street connection)
Both	S. 6th Street	S. 3rd Street - S. 6th Street connection	Chicago NW Railroad Tracks
East	S. 6th Street	W. Main Street	W. Madison Street
Both	S. 9th Street	North line of Lincoln Way	A point 100 feet north of the north line of W. State Street
Both	S. Center Street	Church Street	South city limits
Both	S. Center Street Frontage Road	Berle Road	Westwood Drive
Both	S. Center Street ramps	Washington Street	South end of Center Street viaduct
Both	Summit Street	East line of N. 21st Street	270 feet east
North	Summit Street	West line of N. 4th Street	60 feet west
South	Swayze Street	10th Avenue	11th Avenue
South	Swayze Street	N. 3rd Avenue	N. 4th Avenue
North	Turner Street	S. 9th Avenue	S. 12th Avenue
Both	Village Circle	North edge of the pavement of Highway 30	50 feet north
Both	W. Anson Street	300 feet from intersection with S. Center Street	S. Center Street
North	W. Boone Street	S. 6th Street	1/2 block east
South	W. Boone Street	S. 6th Street	160 feet west
Both	W. Boone Street	S. 9th Street	S 12th Street
North	W. Church Street	East line of S. 3rd Street	60 feet east
Both	W. Church Street	East property line of S. 9th Street	A point 50 feet east
South	W. Church Street	S. 2nd Street	S. 3rd Street
Both	W. Church Street	West line of S. 9th Street	100 feet west
Both	W. Church Street	West property line of S. 9th Street	A point 50 feet west
North	W. Fremont Street	N. 16th Street	N. 18th Street
Both	W. Hibbs Boulevard	S. Center Street	S. 2nd Street
South	W. High Street	6th Street	West line of 2nd Street
North	W. High Street	West line of S. 2nd Street	West 500 feet
Both	W. Lincoln Way	9th Street	West city limits
North	W. Linn Street	20 feet east of the east line of S. 3rd Street east 160 feet	East 180 feet to the west line of the alley
North	W. Linn Street	East line of S. 13th Street	Extending east 180 feet
Both	W. Main Street	19th Street	West city limits
Both	W. Main Street	8th Avenue	9th Avenue
North	W. Main Street	West line of north-south alley between 2nd and 3rd Streets	A point 25.5 feet west
Both	W. Olive Street	S. 6th Street	S. 12th Street
North	W. South Street	West line of Center Street	A point 360 feet west
South	W. South Street	West line of S. Center Street	West 156 feet
Both	W. Southridge Road	West line of Center Street	A point 350 feet west

Both	W. State Street	East line of N. 7th Street	East 100 feet
Both	W. State Street	East property line of N. 9th Street	A point 50 feet east
Both	W. State Street	West property line of N. 9th Street	A point 50 feet west
Both	Washington/Player Streets	S. 2nd Street	S. 6th Street
South	Westwood Drive	West line of S. 6th Street	250 feet west
Both	Westwood Drive	West property line of Center	A point 570 feet west
Both	Wilson Circle	South line of Madison Street	100 feet south
South	Woodbury Street	N. 9th Avenue	N. 10th Avenue
Both	Woodbury Street	West line of N. 9th Avenue	170 feet
		Any terrace	Between curb and sidewalk

Section 2. That this ordinance shall be in full force and effect after its passage and publication as by law.

Passed this ____ day of _____, 2020, and signed this ____ day of _____, 2020.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor
ATTEST:

Alicia Hunter, City Clerk

I, Alicia Hunter, City Clerk of the City of Marshalltown, Iowa, do hereby certify that the foregoing ORDINANCE was passed and approved by the City Council of the City of Marshalltown, Iowa, on the ____ day of _____, 2020, and was published in the Marshalltown Times-Republican, a newspaper of general circulation in the City of Marshalltown, Iowa, on the ____ day of _____, 2020.

Alicia Hunter, City Clerk

ORDINANCE SUMMARY

Marshalltown Ordinance #15005 makes changes to and codifies chapter 77 of the City Code relating to No Parking Anytime. No parking has been added on both sides of E. Boone St from S. 8th Ave to 350 feet East.

This ordinance becomes effective upon publication of this summary. A full copy of the ordinance is available online at www.marshalltown-ia.gov.

Alicia Hunter, City Clerk

ORDINANCE TO AMEND THE CODE OF ORDINANCE, CITY OF MARSHALLTOWN, IOWA BY
AMENDING CHAPTER 76 TRAFFIC SCHEDULES, SCHEDULE IV STOP INTERSECTIONS

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

Section 1. The Code of Ordinances, City of Marshalltown, Iowa is hereby amended by replacing the table listed in CHAPTER 76 TRAFFIC SCHEDULES, SCHEDULE IV STOP INTERSECTIONS, Section (A):

Direction	Street/Intersection		
		W	S CENTER ST BY WALMART
		N	W MAIN ST & N 29TH ST
S	WOODLAND ST IN RIVERVIEW PARK	S	W MAIN ST & N 25TH ST
	3RD AVE & EAST RAMP & WEST RAMP	N	WASHINGTON ST & S 1ST ST
E,W			WASHINGTON ST AT AQUATIC CENTER
N	PLAZA DR & E SOUTHRIDGE RD	N	
S	BURNS RD & S 18TH AVE	W	3RD AVE & E BOONE ST
E	CENTRAL IOWA DR		AIRPORT RD & N 3RD ST & N CENTER ST
	COLLEGE DR & MARSHALLTOWN COMM COLL NORTH ENTRANCE	N	ANN RUTLEDGE RD & LINCOLN WAY
W	COLLEGE DR & MARSHALLTOWN COMM COLL SOUTH ENTRNACE	S	
		E	ANSON CIR & S 2ND AVE
W	E ANSON ST & GOVERNOR RD	E,W	ARLINGTON DR & S 6TH ST
E,W	E LINN ST ALLEY B/T 3RD/4TH AVE		ARNOLD DR & HIGHLAND ACRES RD
S		W	
E	E MADISON ST & 12TH AVE	N	AUSTIN PL & MERRITT RD
S	E MADISON ST & WEST RAMP	E	BAILEY DR & EDGEBROOK DR
	E MAIN ST AT PW FACILITY	S	BAILEY DR & THUNDERBIRD DR
N	WEST ENTRANCE	S	BEL AIRE DR & LINCOLN WAY
	E NEVADA ST/PW FACILITY	E	BENJAMIN DR & GOVERNOR RD
S	DRIVE	W	BENJAMIN DR & JOAN TERR
S	E NEVADA ST & EAST RAMP	S	BENJAMIN DR & KEYSTER RD
	REX RYDEN RD & GOVERNOR RD		BITTERSWEET RD & WESTWOOD DR
E		N	
	BURNS RD & GOVERNOR RD AT CITY LIMITS	N	BLOSSOM LN & THOMAS DR
W			BLOSSOM LN & THUNDERBIRD DR
W	GLENDA DR	S	
	GOVERNOR RD & INDUSTRIAL BLVD	E	BOHEN ST & S 3RD AVE
E		W	BOHEN ST & S CENTER ST
N,S	GOVERNOR RD & IOWA AVE E		BRENTWOOD PL & LINCOLN TOWER CIR & LINCOLN WAY
	GOVERNOR RD & IOWA AVE E RIGHT TURN LANE	N,S	BRENTWOOD RD & LINCOLN TOWER DR & LINCOLN WAY
S			BROADMORE DR & E SOUTH ST
E,W	GOVERNOR RD & JACKSON ST	S	
E	GOVERNOR RD & MAY ST	N	BROOKSIDE RD & W OLIVE ST
E	GOVERNOR RD & TURNER ST	W	BRYNGELSON DR & S 4TH ST
	HIGHLAND ACRES- FRONTAGE ROAD NORTH	W	BYRON ST & N 1ST AVE
E	HIGHLAND ACRES- FRONTAGE ROAD SOUTH	E	BYRON ST & N 2ND AVE
	IOWA AVE E- FRONTAGE RD/GOVERNOR RD	W	CAMPBELL DR & WESTWOOD DR
E		S	CARSON DR & COOPER LN
N	LINCOLN WAY & BELAIRE DR	W	CARSON DR & S 6TH ST
S			CATALINA PL & SANTA BARBARA DR
E,W	MARKET ST & WEST RAMP	N	
	E MERLE HIBBS BLVD & KNOLLWAY DR	E	CHERRY ST & S 2ND AVE
S		S	CLINTON ST & W OLIVE ST
	N 3RD ST ALLEY NORTH OF PARK ST		COLUMBUS DR & CRESTVIEW DR
		N	
S	S 7TH ST & W MADISON ST	S	COLUMBUS DR & HUISMAN CIR
	S 6TH ST AT SOFTBALL COMPLEX	N,S	COLUMBUS DR & S 1ST ST
E		E,W	COLUMBUS DR & S 2ND ST
	S 11TH ST AT MILLER MIDDLE SCHOOL	W	COLUMBUS DR & S 4TH ST
E		E	COLUMBUS DR & S CENTER ST
	S 2ND ST ALLEY B/T MAIN & CHURCH		COUNTRY CLUB LN & W OLIVE ST
E		N	
S	S 3RD ST & S 6TH ST	E	CRAIG CR & EDGEBROOK DR

E CRESTVIEW DR & S CENTER ST
N,S CRESTVIEW DR & W OLIVE ST
W DEBRA DR & S 6TH ST
S DEBRA DR & WESTWOOD DR
S DENMEAD BLVD & W MAIN ST
N DENMEAD BLVD & W STATE ST
DUBOIS CIR & E SOUTHRIDGE RD
S
N E ANSON ST & FINKLE AVE
N E ANSON ST & S 10TH AVE
N E ANSON ST & S 11TH AVE
N E ANSON ST & S 14TH AVE
S E ANSON ST & S 15TH AVE
E,W E ANSON ST & S 18TH AVE
N E ANSON ST & S 2ND AVE
N E ANSON ST & S 4TH AVE
N,S E ANSON ST & S 5TH AVE
S E ANSON ST & S 6TH AVE
N,S E ANSON ST & S 7TH AVE
N,S E ANSON ST & S 8TH AVE
N,S E ANSON ST & S 9TH AVE
N E ANSON ST & STEGMAN
W E BOONE ST & S 12TH AVE
N,S E BOONE ST & S 14TH AVE
N,S E BOONE ST & S 15TH AVE
N,S E BOONE ST & S 16TH AVE
E E BOONE ST & S 17TH AVE
E,W E BOONE ST & S 4TH AVE
N,S E BOONE ST & S 7TH AVE
E,W E BROMLEY ST & N 10TH AVE
E,W E BROMLEY ST & N 11TH AVE
E E BROMLEY ST & N 12TH AVE
W E BROMLEY ST & N 3RD AVE
E,W E BROMLEY ST & N 4TH AVE
N,S E BROMLEY ST & N 5TH AVE
E,W E BROMLEY ST & N 7TH AVE
E,W E BROMLEY ST & N 8TH AVE
E,W E BROMLEY ST & N 9TH AVE
N,S E CHURCH ST & S 2ND AVE
N E CHURCH ST & S 4TH AVE
N,S E CHURCH ST & S 5TH AVE
N,S E CHURCH ST & S 6TH AVE
E E CHURCH ST & S 7TH AVE
N,E,W E FERNER ST & GLENWOOD TER
N,S E FERNER ST & S 1ST AVE
E,W E FERNER ST & S 2ND AVE
E,W E FERNER ST & S 3RD AVE
W E FERNER ST & S CENTER ST
W E HIGH ST & FINKLE AVE
E,W E HIGH ST & S 1ST AVE
E E HIGH ST & S 3RD AVE
E,W E HIGH ST & S 7TH AVE
E,W E HIGH ST & S 8TH AVE
E HIGH ST & S CENTER ST & W
HIGH ST
E,W
E,W E INGLEDUE ST & S 2ND AVE
E E INGLEDUE ST & S 3RD AVE
E INGLEDUE ST & S CENTER ST &
W INGLEDUE ST

E E LEE ST & N 12TH AVE
W E LEE ST & N 3RD AVE
E E LEE ST & N 4TH AVE
E,W E LEE ST & N 7TH AVE
E E LEE ST & N 8TH AVE
N,S E LINCOLN ST & N 1ST AVE
N,S E LINCOLN ST & N 2ND AVE
E E LINCOLN ST & N 3RD AVE
E LINCOLN ST & N CENTER ST &
W LINCOLN ST
N,S
E E LINN ST & S 18TH AVE
N,S E LINN ST & S 1ST AVE
N,S E LINN ST & S 2ND AVE
N,E E LINN ST & S 4TH AVE
N,S E LINN ST & S 5TH AVE
N,S E LINN ST & S 6TH AVE
N,S E LINN ST & S 7TH AVE
E,W E LINN ST & S 8TH AVE
S E MADISON ST & S 1ST AVE
S E MADISON ST & S 2ND AVE
E MADISON ST & S CENTER ST &
W MADISON ST
S
S E MAIN ST & N 10TH AVE
S E MAIN ST & N 11TH AVE
S E MAIN ST & N 12TH AVE
E MAIN ST & N 18TH AVE & S
18TH AVE
N,S,E,W E MAIN ST & N 2ND AVE & S 2ND
AVE
N,S,E,W E MAIN ST & N 5TH AVE & S 5TH
AVE
N,S E MAIN ST & N 8TH AVE & S 8TH
AVE
N,S
S E MAIN ST & N 9TH AVE
E MAIN ST & S 12TH
AVE/LENNOX DR
N,E,W
N E MAIN ST & S 6TH AVE
N E MARION ST & N 10TH AVE
N E MARION ST & N 12TH AVE
N E MARION ST & N 13TH AVE
N E MARION ST & N 14TH AVE
N E MARION ST & N 15TH AVE
N,E,W E MARION ST & N 18TH AVE
E,W E MARION ST & N 3RD AVE
N,S E MARION ST & N 4TH AVE
S E MARION ST & N 5TH AVE
N E MARION ST & N 6TH AVE
N E MARION ST & N 7TH AVE
N E MARION ST & N 8TH AVE
N E MARION ST & SHARON AVE
E MERLE HIBBS BLVD &
GOVERNOR RD
W
E,W
S E NEVADA ST & MARSHALL DR
S E NEVADA ST & S 12TH AVE PL
S E NEVADA ST & S 14TH AVE
N E NEVADA ST & S 15TH AVE
S E NEVADA ST & S 16TH AVE
E,W E NEVADA ST & S 18TH AVE
E,W E NEVADA ST & S 1ST AVE

S	E NEVADA ST & S 4TH AVE	E,W	E WOODBURY ST & N 4TH AVE
S	E NEVADA ST & S 7TH AVE	E,W	E WOODBURY ST & N 7TH AVE
S	E NEVADA ST & S 8TH AVE	E,W	E WOODBURY ST & N 8TH AVE
N,S,E	E NEVADA ST & S CENTER ST & W NEVADA ST	N,S	E WOODBURY ST & SHARON AVE
E,W	E NORTH ST & N 1ST AVE	E	EASTVIEW RD & EDGEBROOK DR
E,W	E NORTH ST & N CENTER ST & W NORTH ST	E	EDGEBROOK DR & FRIENDLY DR
N	E OLIVE ST & EDGEBROOK DR		EDGEBROOK DR & NEWCASTLE RD
N	E OLIVE ST & OLSON WAY	E	
N	E OLIVE ST & RAINBOW DR	E	EDGEBROOK DR & S 5TH AVE
S	E OLIVE ST & S 10TH AVE	E	EDGEBROOK DR & THOMAS DR
S	E OLIVE ST & S 17TH AVE		EDGEBROOK DR & THUNDERBIRD DR
N,S	E OLIVE ST & S 7TH AVE	E	EDGEBROOK DR & WALTERS CIR
S	E SOUTH ST & FINKLE AVE	N,S	EDGELAND DR & S 3RD ST
S	E SOUTH ST & S 10TH AVE	N,S	EDGELAND DR & S 5TH ST
S	E SOUTH ST & S 11TH AVE	W	EDGELAND DR & S 6TH ST
N,S	E SOUTH ST & S 1ST AVE	E,W	EDGELAND DR & S CENTER ST
N,S	E SOUTH ST & S 2ND AVE	W	EDGEWOOD ST & N 3RD AVE
N,S,E,W	E SOUTH ST & S 3RD AVE	E,W	EDGEWOOD ST & N 4TH AVE
N,S	E SOUTH ST & S 5TH AVE	E	ELDER DR & S 18TH AVE
N,S	E SOUTH ST & S 7TH AVE	N,S,W	ELMWOOD DR & HILLCREST RD
S	E SOUTH ST & S 8TH AVE		ELMWOOD DR & S 6TH ST & SUNSET LN
N,S	E SOUTH ST & S 9TH AVE	E,W	ELMWOOD DR & TIMBERLINE RD
S	E SOUTHRIDGE RD & GOVERNOR RD	N,E,W	
E		N	ELMWOOD DR & W OLIVE ST
S	E SOUTHRIDGE RD & S 5TH AVE	N	FREIBERG CT & WESTWOOD DR
	E SOUTHRIDGE RD & SUGAR CREEK LN	E,W	FREMONT ST & N 11TH ST
S		E,W	FREMONT ST & N 12TH ST
N,S	E STATE ST & N 10TH AVE	W	FREMONT ST & N 13TH ST
N,S	E STATE ST & N 11TH AVE	E,W	FREMONT ST & N 16TH ST
E,W	E STATE ST & N 12TH AVE	E	FREMONT ST & N 3RD ST
N,S	E STATE ST & N 1ST AVE	E,W	FREMONT ST & N 4TH ST
N,S	E STATE ST & N 2ND AVE	E,W	FREMONT ST & N 5TH ST
N,S	E STATE ST & N 4TH AVE	E,W	FREMONT ST & N 6TH ST
N,S	E STATE ST & N 5TH AVE	E,W	FREMONT ST & N 7TH ST
N,S	E STATE ST & N 8TH AVE	W	FREMONT ST & N 8TH ST
N,S	E STATE ST & N 9TH AVE	E	FREMONT ST & N 9TH ST
E	E SWAYZE ST & N 12TH AVE	W	FRIENDLY DR & S 3RD AVE
W	E SWAYZE ST & N 3RD AVE		FRONTAGE RD & MERLE HIBBS BLVD
E,W	E SWAYZE ST & N 4TH AVE	N,S	
E,W	E SWAYZE ST & N 7TH AVE	N,S	FRONTAGE RD & NICHOLAS DR
E,W	E SWAYZE ST & N 8TH AVE	S	FRONTAGE RD & W BERLE RD
W	E UNION ST & N 4TH AVE		FRONTAGE RD & W SOUTHRIDGE RD
E,W	E UNION ST & N 7TH AVE	N,S	FRONTAGE RD & WESTWOOD DR
E,W	E UNION ST & N 8TH AVE	N	GETHMANN LN & WESTWOOD DR
E,W	E WEBSTER ST & N 1ST AVE	S	
E,W	E WEBSTER ST & N 2ND AVE	W	GLENDA DR & S 2ND AVE
E	E WEBSTER ST & N 3RD AVE	N,S	GREENFIELD DR & S 14TH ST
	E WEBSTER ST & N CENTER ST & W WEBSTER ST	E	HARMONY DR & S 3RD AVE
E,W		W	HENRY DR & S 7TH AVE
W	E WOODBURY ST & N 10TH AVE	S	HENRY DR & S 9TH AVE
E,W	E WOODBURY ST & N 11TH AVE		HIGHLAND ACRES RD & LINCOLN WAY
E,W	E WOODBURY ST & N 12TH AVE	N,S	
N,S	E WOODBURY ST & N 13TH AVE		HIGHLAND ACRES RD & MAIN ST RD
N,S	E WOODBURY ST & N 14TH AVE	N	
N,S	E WOODBURY ST & N 15TH AVE		HIGHLAND ACRES RD & NELSON RD
E,W	E WOODBURY ST & N 3RD AVE	W	
		N	HILLCREST RD & W OLIVE ST

E,W	HUGHES ST & N 4TH ST	N,S	N 10TH ST & W STATE ST
E	INNES BLVD & N 3RD ST	N	N 11TH ST & SUMMIT ST
S,E,W	IOWA AVE E & S 18TH AVE & S 18TH ST	S	N 11TH ST & W MAIN ST
S	IOWA AVE W (OLD US 30) & MAYTAG RD	N,S	N 11TH ST & W STATE ST
N	IOWA AVE W (OLD US 30) & PARKER AVE	N	N 12TH ST & SUMMIT ST
S	IOWA AVE W (OLD US 30) & 12TH ST	S	N 12TH ST & W MAIN ST
N,S	IOWA AVE W (OLD US 30) & 2ND ST	N,S	N 12TH ST & W STATE ST
S	IOWA AVE W (OLD US 30) & 8TH ST	E,W	N 13TH ST & SUMMIT ST
S	IOWA AVE W (OLD US 30) & VILLAGE CR	W	N 13TH ST & W STATE ST
S	IOWA AVE W (OLD US30) & S 14TH ST	N	N 14TH ST & SUMMIT ST
E	IOWA VETERANS HOME & JEROME ST & N 9TH ST	S	N 14TH ST & W MAIN ST
N,S	JACKSON ST & S 8TH AVE	S	N 15TH ST & SUMMIT ST
E,W	JACKSON ST & S 9TH AVE		N 15TH ST & SUMMIT ST & TAFT ST
E	JEROME ST & N 3RD ST	N,S	N 16TH ST & SUMMIT ST
N,S	JEROME ST & N 4TH ST	S	N 16TH ST & W STATE ST
N	JOAN TERR & LELAND CT	E,W	N 17TH ST & SUMMIT ST
N	KNOLLWOOD DR & W OLIVE ST	S	N 17TH ST & W MAIN ST
E	KOEPER DR & S 3RD AVE	N	N 18TH ST & SUMMIT ST
S	LARK FIELD CT & ROLLING MEADOWS RD	N	N 19TH ST & SUMMIT ST
E	LARK FIELD CT & S 12TH ST	S	N 19TH ST & W MAIN ST
E	LEO ST & N 3RD AVE	E,W	N 19TH ST & W STATE ST
N	LINCOLN TOWER CIR & LINCOLN WAY	N	N 1ST AVE & RIVERSIDE ST
N	LINCOLN WAY & MERRITT RD	E	N 1ST AVE & E GRANT ST
S	LINCOLN WAY & ORCHARD DR	N,S	N 1ST ST & N CENTER ST
N,S	LINCOLN WAY & S 12TH ST	E,W	N 1ST ST & W GRANT ST
S	LINCOLN WAY & S 14TH ST	N,S	N 1ST ST & W LINCOLN ST
W	LINCOLN WAY & S 6TH ST	E,W	N 1ST ST & W NORTH ST
N	LINCOLN WAY & S 7TH ST	N,S	N 1ST ST & W STATE ST
N,S	LINCOLN WAY & S 9TH ST	E,W	N 1ST ST & W WEBSTER ST
W	LINWOOD ST & N 3RD AVE	S	N 21ST ST & W STATE ST
N,S	LINWOOD ST & N 4TH AVE	S	N 25TH ST & W MAIN ST
N,S,E	LINWOOD ST & N 5TH AVE	N	N 27TH ST & SUMMIT ST
N	MAIN ST RD & S 29TH ST	N,S	N 2ND AVE & RIVERSIDE ST
S	MAIN ST RD & VALLEY VIEW RD & W MAIN ST	N	N 2ND ST & N CENTER ST
S	MAPLE BLVD & W SOUTHRIDGE RD	E,W	N 2ND ST & W GRANT ST
N	MAPLE BLVD & WESTWOOD DR	N,S	N 2ND ST & W LINCOLN ST
W	MARKET ST & S 2ND AVE	N,S	N 2ND ST & W STATE ST
W	MARSHALLTOWN COMM COLL & REED AVE	W	N 2ND ST & W WEBSTER ST
E,W	MAY ST & S 3RD AVE	W	N 3RD AVE & WOODLAND ST
N	MAY ST & S 5TH AVE	E	N 3RD ST & PARK ST
N,S	MAY ST & S 7TH AVE	E	N 3RD ST & SUMMIT ST
N,S	MAY ST & S 8TH AVE	W	N 3RD ST & W GRANT ST
N,S	MAY ST & S 9TH AVE	W	N 3RD ST & W LINCOLN ST
E,W	MAYTAG RD & S 6TH ST	E,W	N 4TH AVE & RIVERSIDE ST
W	MEADOW LN & S 6TH ST	S	N 4TH AVE & WOODLAND ST
N,S	MERLE HIBBS BLVD & S 2ND ST	E,W	N 4TH ST & PARK ST
S	MERLE HIBBS BLVD & S 8TH ST	N,S	N 4TH ST & S 4TH ST & W MAIN ST
N	N 10TH ST & SUMMIT ST	S	ST
S	N 10TH ST & W MAIN ST	N,S	N 4TH ST & SUMMIT ST
		N,S	N 4TH ST & W STATE ST
		N	N 5TH AVE & WOODLAND ST
		N,S	N 5TH ST & S 5TH ST & W MAIN ST
		N,S	ST
		N,S	N 5TH ST & SUMMIT ST
		N,S	N 5TH ST & W STATE ST
		N,S	N 6TH ST & SUMMIT ST
		S	N 6TH ST & W MAIN ST
		N,S	N 6TH ST & W STATE ST

N,S	N 7TH ST & S 7TH ST & W MAIN ST
N,S	N 7TH ST & SUMMIT ST
N,S	N 7TH ST & W STATE ST
N	S 7TH AVE & SOUTHRIDGE RD
N,S	N 8TH ST & S 8TH ST & W MAIN ST
N,S	N 8TH ST & SUMMIT ST
N,S	N 8TH ST & W STATE ST
N,S	N 9TH ST & SUMMIT ST
E,W	N 9TH ST & W STATE ST
W	N CENTER ST & RIVERSIDE ST
W	NEWCASTLE RD & S 1ST AVE
N,S	NEWCASTLE RD & S 5TH AVE
N,S	NICHOLAS DR & S 2ND ST
W	NICHOLAS DR & S 6TH ST
E,W	OLSON WAY & S 3RD AVE
E	PALMER ST & S 3RD AVE
W	PALMER ST & S CENTER ST
W	PINE ST & S 2ND AVE
E	PINE ST & S 3RD AVE
W	PLAYER ST & S 6TH ST
W	PLEASANT VIEW RD & S 6TH ST
W	PRAIRIE LN & S 12TH ST
E,W	RAINBOW DR & S 3RD AVE
E,W	RATCLIFF DR & S 7TH AVE
W	RICHARD LN & S 6TH ST
E,W	ROBERTS TER & S 6TH ST
N	ROBERTSON DR & W OLIVE ST
E	ROLLING MEADOWS RD & S 12TH ST
N	ROLLING MEADOWS RD & S 14TH ST
N,S	S 10TH ST & W BOONE ST
N	S 10TH ST & W CHURCH ST
N	S 11TH ST & W CHURCH ST
N,S	S 12TH ST & W CHURCH ST
E,W	S 12TH ST & W LINN ST
N	S 12TH ST & W MAIN ST
S	S 12TH ST & W OLIVE ST
N	S 12TH ST & WESTWOOD DR
S	S 14TH ST & W CHURCH ST
N	S 14TH ST & W MAIN ST
N,S	S 16TH ST & W MAIN ST
N,S	S 1ST ST & W BOONE ST
N,S	S 1ST ST & W CHURCH ST
E,W	S 1ST ST & W FERNER ST
N,S	S 1ST ST & W INGLEDUE ST
N,S	S 1ST ST & W LINN ST
S	S 1ST ST & W MADISON ST
N,S	S 1ST ST & W NEVADA ST
S	S 1ST ST & W OLIVE ST
W	S 2ND ST & W BERLE RD
N,S	S 2ND ST & W BOONE ST
N,S	S 2ND ST & W CHURCH ST
E,W	S 2ND ST & W HIGH ST
N,S	S 2ND ST & W INGLEDUE ST
N,S	S 2ND ST & W LINN ST
N,S	S 2ND ST & W MADISON ST
E,W	S 2ND ST & W NEVADA ST

S	S 2ND ST & W OLIVE ST
S	S 2ND ST & W SOUTH ST
N	S 2ND ST & W SOUTHRIDGE RD
S,E,W	S 2ND ST & WASHINGTON ST
E,W	S 3RD AVE & THOMAS DR
E,W	S 3RD AVE & THUNDERBIRD DR
E	S 3RD AVE & YOUNG ST
N	S 3RD AVE PL & THOMAS DR
S	S 3RD AVE PL & THUNDERBIRD DR
E	S 3RD ST & W LINN ST
N,S,E,W	S 3RD ST & W MADISON ST
E,W	S 3RD ST & W NEVADA ST
N	S 3RD ST & W OLIVE ST
N	S 4TH AVE & THOMAS DR
S	S 4TH AVE & THUNDERBIRD DR
S	S 4TH ST & SUNSET LN
N,S	S 4TH ST & W BOONE ST
N,S	S 4TH ST & W CHURCH ST
N,S	S 4TH ST & W LINN ST
N,S	S 4TH ST & W MADISON ST
E,W	S 4TH ST & W NEVADA ST
N,S	S 4TH ST & W OLIVE ST
N,S	S 4TH ST & WASHINGTON ST
N,S	S 5TH AVE & THUNDERBIRD DR
N,S	S 5TH ST & W BOONE ST
N,S	S 5TH ST & W CHURCH ST
N,S	S 5TH ST & W LINN ST
N,S	S 5TH ST & W MADISON ST
E,W	S 5TH ST & W NEVADA ST
N,S	S 5TH ST & W OLIVE ST
N	S 5TH ST & WESTWOOD DR
W	S 6TH ST & TERRY TER
S	S 6TH ST & W BOONE ST
S	S 6TH ST & W CHURCH ST
W	S 6TH ST & W HIGH ST
E,W	S 6TH ST & W INGLEDUE ST
S	S 6TH ST & W LINN ST
N,S	S 6TH ST & W MADISON ST
E,W	S 6TH ST & W NEVADA ST
W	S 6TH ST & W SOUTH ST
E,W	S 6TH ST & W SOUTHRIDGE RD
E,W	S 6TH ST & WASHINGTON ST
N,S,E,W	S 6TH ST & WESTWOOD DR
W	S 7TH AVE & JOAN TERR
W	S 7TH AVE & TRAVIS DR
S	S 7TH ST & W BOONE ST
N,S	S 7TH ST & W CHURCH ST
N,S	S 7TH ST & W LINN ST
N,S	S 8TH ST & W BOONE ST
N,S	S 8TH ST & W CHURCH ST
N,S	S 8TH ST & W LINN ST
N,S	S 8TH ST & W SOUTHRIDGE RD
E	S 9TH ST & SUNSHINE DR
E,W	S 9TH ST & W BOONE ST
E,W	S 9TH ST & W CHURCH ST
W,	S 9TH ST & W MADISON ST
E,W	S 9TH ST & W NEVADA ST
S	S 9TH ST & WASHINGTON ST

W	S CENTER ST & E LAFRENTZ LN		N 2ND ST & S 2ND ST & W MAIN
	S CENTER ST & SANTA	N,S,E,W	ST
E	BARBARA DR		N 3RD ST & S 3RD ST & W MAIN
E	S CENTER ST & W FERNER ST	N,S,E,W	ST
	SANTA BARBARA DR &	N,S,E,W	N 3RD ST & W STATE ST
N	WARDVIEW RD		N 9TH ST & S 9TH ST & W MAIN
	SOUTHRIDGE CIR & W	N,S,E,W	ST
S	SOUTHRIDGE RD	N,S,E,W	N CENTER ST & W GRANT ST
	STRATFORD LN & WESTWOOD	N,S,E,W	NEWCASTLE RD & S 3RD AVE
N,S	DR	N,S,E,W	PLEASANT VIEW RD & S 4TH ST
	SUMMIT RD & SUMMIT ST &	N,S,E,W	S 12TH ST
N	VALLEY VIEW RD	N,S,E,W	S 13TH ST & W CHURCH ST
	TIMBERLINE RD & WESTWOOD	N,S,E,W	S 13TH ST & W LINN ST
S	DR	N,S,E,W	S 3RD ST & W BOONE ST
	VERMILLION LN & WESTWOOD	N,S,E,W	S 3RD ST & W CHURCH ST
N	DR	N,S,E,W	S 4TH ST & W INGLEDUE ST
N	W MADISON ST & WILSON CIR	N,S,E,W	S CENTER ST VIADUCT RAMP
	W SOUTHRIDGE RD &		(TO/FROM WASHINGTON ST)
S	WAKEFIELD DR	N,S,E,W	BEER GARDEN RD & E NEVADA
	W SOUTHRIDGE RD &		ST RR CROSSING
N,S	WAUCONDA RD	E,W	E BOONE ST & RR TRACKS EAST
	WAKEFIELD DR & WAUCONDA		OF 8TH AVE S
N,S	RD	E,W	E BROMLEY ST & RR TRACKS
N,S	WAKEFIELD DR & WESTWOOD		EAST OF 8TH AVE S
N,S	DR	E,W	REX RYDEN ROAD & S 18TH AVE
N,S,E,W	E LEE ST & N 11TH AVE		RR TRACK CROSSING
	E MAIN ST & N 1ST AVE & S 1ST	E,W	
N,S,E,W	AVE	N	MELISSA LN
	E MAIN ST & N 7TH AVE & S 7TH	N	E BOONE ST & S 12TH AVE PL
N,S,E,W	AVE	N,S	E BOONE ST & S 6TH AVE
	E MAIN ST & N CENTER ST & S	E,W	E BOONE ST & S 8TH AVE
N,S,E,W	CENTER ST & W MAIN ST	E	E MARION ST & N 1ST AVE
	E NEVADA ST & GOVERNOR RD	W	E MARION ST & N CENTER ST
N,S,E,W	& S 12TH AVE	E,W	E OLIVE ST & S 18TH AVE
N,S,E,W	E OLIVE ST & S 2ND AVE	N	HARRISON DR & W BOONE ST
N,S,E,W	E OLIVE ST & S 3RD AVE	N	INNES BLVD & N 4TH ST
N,S,E,W	E SOUTHRIDGE RD & S 3RD AVE	W	JACKSON ST & S 7TH AVE
N,S,E,W	E STATE ST & N 7TH AVE	N,S	JEROME ST & N 5TH ST
	E STATE ST & N CENTER ST & W	N	N 21ST ST & SUMMIT ST
N,S,E,W	STATE ST	N	N 22ND ST & SUMMIT ST
N,S,E,W	EDGELAND DR & S 4TH ST	S	S 12TH ST & W BOONE ST
N,S,E,W	FRONTAGE RD & S CENTER ST	S	S 13TH ST & W BOONE ST
	IOWA VETERANS HOME &		
N,S,E,W	SUMMIT ST		
N,S,E,W	MEADOW LN & S 4TH ST		
N,S,E,W	MERLE HIBBS BLVD & S 6TH ST		
	N 1ST ST & S 1ST ST & W MAIN		
N,S,E,W	ST		

Section 2. That this ordinance shall be in full force and effect after its passage and publication as by law.

Passed this ____ day of _____, 2020, and signed this ____ day of _____, 2020.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor
ATTEST:

Alicia Hunter, City Clerk

I, Alicia Hunter, City Clerk of the City of Marshalltown, Iowa, do hereby certify that the foregoing ORDINANCE was passed and approved by the City Council of the City of Marshalltown, Iowa, on the ____ day of _____, 2020, and was published in the Marshalltown Times-Republican, a newspaper of general circulation in the City of Marshalltown, Iowa, on the ____ day of _____, 2020.

Alicia Hunter, City Clerk

ORDINANCE SUMMARY

Marshalltown Ordinance #15006 makes changes to and codifies chapter 76 of the City Code relating to placement of stop signs, with the addition of Southbound sign at S. 9th Street & Washington St and Northbound sign at S. 7th Ave & Southridge Rd.

This ordinance becomes effective upon publication of this summary. A full copy of the ordinance is available online at www.marshalltown-ia.gov.

Alicia Hunter, City Clerk

Council Member _____ introduced an ordinance entitled: “An Ordinance ratifying and repealing prior Ordinances related to Marshalltown Urban Revitalization Area No. 1.”

It was moved by Council Member _____ and seconded by Council Member _____ that the ordinance be given its initial consideration and that it be adopted. The Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

The Mayor declared the motion duly carried and declared that the ordinance had been given its initial consideration.

ORDINANCE NO. 15007

An Ordinance ratifying and repealing prior Ordinances related to Marshalltown Urban Revitalization Area No. 1

WHEREAS, pursuant to the provisions of Chapter 404, Code of Iowa (the “Act”), the City Council of the City of Marshalltown, Iowa (the “City”), upon the completion of procedures specified in the Act, by Ordinance No. 14173, adopted September 12, 1983, designated an area of the City as the Marshalltown Urban Revitalization Area No. 1 (“Revitalization Area No. 1”) and set out the legal description of the property included in Revitalization Area No. 1; and

WHEREAS, subsequently, the City Council adopted Ordinances No. 14583, 14649, 14751 and 14882, which Ordinances stated that the revitalization plan for Revitalization Area No. 1 would be effective for a certain period of time; and

WHEREAS, pursuant to the provisions of the Act, on December 28, 2020, the City Council adopted a resolution which declares that the plan for Revitalization Area No. 1 will be effective until such time as Ordinance No. 14173, which designated Revitalization Area No. 1, is repealed by the City Council;

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

Section 1. The provisions of Ordinance No. 14173 are hereby confirmed and ratified, including the legal description of property that is included in Revitalization Area No. 1.

Section 2. Ordinance No. 14882, enacted February 28, 2011, is hereby repealed.

Section 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict. This ordinance shall be in effect after its final passage, approval and publication, as provided by law.

Passed and approved _____, 202__.

Mayor

Attest:

City Clerk

Council Member _____ introduced an ordinance entitled: “An Ordinance ratifying and repealing prior Ordinances related to Marshalltown Urban Revitalization Area No. 2.”

It was moved by Council Member _____ and seconded by Council Member _____ that the ordinance be given its initial consideration and that it be adopted. The Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

The Mayor declared the motion duly carried and declared that the ordinance had been given its initial consideration.

ORDINANCE NO. 15008

AN ORDINANCE RATIFYING AND REPEALING PRIOR ORDINANCES
RELATED TO MARSHALLTOWN URBAN REVITALIZATION AREA NO. 2

WHEREAS, pursuant to the provisions of Chapter 404, Code of Iowa (the “Act”), the City Council of the City of Marshalltown, Iowa (the “City”), upon the completion of procedures specified in the Act, by Ordinance No. 14215, adopted June 13, 1985, designated an area of the City as the Marshalltown Urban Revitalization Area No. 2 (“Revitalization Area No. 2”) and set out the legal description of the property included in Revitalization Area No. 2; and

WHEREAS, subsequently, the City Council adopted Ordinances No. 14583, 14650, 14752 and 14883, which Ordinances stated that the revitalization plan for Revitalization Area No. 2 would be effective for a certain period of time; and

WHEREAS, pursuant to the provisions of the Act, on December 28, 2020, the City Council adopted a resolution which declares that the plan for Revitalization Area No. 2 will be effective until such time as Ordinance No. 14215, which designated Revitalization Area No. 2, is repealed by the City Council;

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

Section 1. The provisions of Ordinance No. 14215 are hereby confirmed and ratified, including the legal description of property that is included in Revitalization Area No. 2.

Section 2. Ordinance No. 14883, enacted February 28, 2011, is hereby repealed.

Section 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict. This ordinance shall be in effect after its final passage, approval and publication, as provided by law.

Passed and approved _____, 202__.

Mayor

Attest:

City Clerk

• • • •

Upon motion and vote, the meeting adjourned.

Mayor

Attest:

City Clerk

SECOND CONSIDERATION OF
ORDINANCES RATIFYING AND
REPEALING ORDINANCES RELATED TO
MARSHALLTOWN URBAN
REVITALIZATION AREAS

422742-41

(Ords.–Second Consideration)

Marshalltown, Iowa

_____, 2021

The City Council of the City of Marshalltown, Iowa, met on the ____ day of _____, 2021, at 5:30 p.m., at the City Hall.

The Mayor presided and the roll was called showing members present and absent, as follows:

Present: _____

Absent: _____.

It was reported that, on December 28, 2020, the Council had given its initial consideration to an ordinance entitled “Ordinance No. _____. An Ordinance ratifying and repealing Ordinances related to Marshalltown Urban Revitalization Area No. 1.”

It was moved by Council Member _____ and seconded by Council Member _____ that the ordinance be given its second consideration and that it be adopted. The Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the motion duly carried and declared that said ordinance had been given its second consideration.

It was also reported that, on December 28, 2020, the Council had given its initial consideration to an ordinance entitled “Ordinance No. _____. An Ordinance ratifying and repealing Ordinances related to Marshalltown Urban Revitalization Area No. 2.”

It was moved by Council Member _____ and seconded by Council Member _____ that the ordinance be given its second consideration and that it be adopted. The Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the motion duly carried and declared that said ordinance had been given its second consideration.

* * * *

There being no further business to come before the meeting, it was upon motion adjourned.

Mayor

Attest:

City Clerk

FINAL CONSIDERATION AND PASSAGE
OF ORDINANCES RATIFYING AND
REPEALING ORDINANCES RELATED TO
MARSHALLTOWN URBAN
REVITALIZATION AREAS

422742-41

(Final Consideration And Adoption)

Marshalltown, Iowa

_____, 2021

The City Council of the City of Marshalltown, Iowa, met on the ____ day of _____, 2021, at 5:30 p.m., at the City Hall.

The Mayor presided and the roll was called showing members present and absent, as follows:

Present: _____

Absent: _____.

It was reported that on December 28, 2020 and on _____, 2021, the Council had given initial and second consideration to an ordinance entitled "Ordinance No. _____. An Ordinance Ratifying and Repealing Ordinances Related to Marshalltown Urban Revitalization Area No. 1."

It was moved by Council Member _____ and seconded by Council Member _____ that the ordinance be given its final consideration and that it be adopted. The Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the motion duly carried and declared that said ordinance had been given its final consideration and had been adopted.

It was also reported that on December 28, 2020 and on _____, 2021, the Council had given initial and second consideration to an ordinance entitled "Ordinance No. _____. An Ordinance Ratifying and Repealing Ordinances Related to Marshalltown Urban Revitalization Area No. 2."

It was moved by Council Member _____ and seconded by Council Member _____ that the ordinance be given its final consideration and that it be adopted. The Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the motion duly carried and declared that said ordinance had been given its final consideration and had been adopted.

* * * *

There being no further business to come before the meeting, it was upon motion adjourned.

Mayor

Attest:

City Clerk

STATE OF IOWA
COUNTY OF MARSHALL SS:
CITY OF MARSHALLTOWN

I, the undersigned, City Clerk of the City of Marshalltown, Iowa, do hereby certify that the above and foregoing is a true, correct and complete copy of the minutes of meetings of the Marshalltown City Council with respect to the adoption of resolutions approving amendments to the plans for Marshalltown Urban Revitalization Area No. 1 and Marshalltown Urban Revitalization Area No. 2 and adopting Ordinances ratifying and repealing prior Ordinances related to each of the Urban Revitalization Areas, including true and complete copies of the resolutions and ordinances referred to in such minutes.

WITNESS MY HAND this ____ day of _____, 2021.

City Clerk

STATE OF IOWA
COUNTY OF MARSHALL SS:
CITY OF MARSHALLTOWN

I, the undersigned City Clerk of the City of Marshalltown, Iowa, do hereby certify that certain Ordinances related to Marshalltown Urban Revitalization Areas, or summaries of such Ordinances, of which the printed slips attached to the publisher's original affidavits hereto attached are true and complete copies, were published on the date and in the newspaper specified in such affidavit, and that such newspaper has a general circulation in the City.

WITNESS MY HAND this ____ day of _____, 2021.

City Clerk

(Attach hereto publisher's affidavits of publication with clippings of ordinances or summaries, as published.)

December 22, 2020

Alicia Hunter
City Clerk/City Hall
24 North Center Street
Marshalltown, IA 50158

Re: Marshalltown Urban Revitalization Areas 2020 Amendments and Ordinances
Our File No. 422742-41

Dear Alicia:

I have prepared proceedings that may be used at the Council meeting on December 28 to hold the hearings on the 2020 amendments to the Marshalltown Urban Revitalization Plans, to approve resolutions amending each plan and to adopt the initial consideration of ordinance related to each area. These proceedings also cover actions at two subsequent meetings for the second and final considerations of each ordinance.

These proceedings include the following items:

1. Hearing on Amendments to revitalization plans for Marshalltown Urban Revitalization Area No. 1 and Marshalltown Urban Revitalization Area No. 2, followed by Resolution adopting those Amendments. The Amendments are set out as Exhibits to the Resolution.
2. Initial Consideration of Ordinance related to Urban Revitalization Area No. 1
3. Initial Consideration of Ordinance related to Urban Revitalization Area No. 2
4. Second Consideration of Ordinance related to Urban Revitalization Area No. 1
5. Second Consideration of Ordinance related to Urban Revitalization Area No. 2
6. Final Consideration of Ordinance related to Urban Revitalization Area No. 1
7. Final Consideration of Ordinance related to Urban Revitalization Area No. 2
8. Certificate attesting the entire transcript.
9. Certificate attesting to the publication of the ordinances or summaries

Please return one fully executed copy of these proceedings to my office.

Sincerely,

Robert E. Josten

Cc by email: Jessica Kinser
Diana Steiner

Council Member _____ introduced an ordinance entitled: “An Ordinance ratifying and repealing prior Ordinances related to Marshalltown Urban Revitalization Area No. 1.”

It was moved by Council Member _____ and seconded by Council Member _____ that the ordinance be given its initial consideration and that it be adopted. The Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

The Mayor declared the motion duly carried and declared that the ordinance had been given its initial consideration.

ORDINANCE NO. 15007

An Ordinance ratifying and repealing prior Ordinances related to Marshalltown Urban Revitalization Area No. 1

WHEREAS, pursuant to the provisions of Chapter 404, Code of Iowa (the “Act”), the City Council of the City of Marshalltown, Iowa (the “City”), upon the completion of procedures specified in the Act, by Ordinance No. 14173, adopted September 12, 1983, designated an area of the City as the Marshalltown Urban Revitalization Area No. 1 (“Revitalization Area No. 1”) and set out the legal description of the property included in Revitalization Area No. 1; and

WHEREAS, subsequently, the City Council adopted Ordinances No. 14583, 14649, 14751 and 14882, which Ordinances stated that the revitalization plan for Revitalization Area No. 1 would be effective for a certain period of time; and

WHEREAS, pursuant to the provisions of the Act, on December 28, 2020, the City Council adopted a resolution which declares that the plan for Revitalization Area No. 1 will be effective until such time as Ordinance No. 14173, which designated Revitalization Area No. 1, is repealed by the City Council;

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

Section 1. The provisions of Ordinance No. 14173 are hereby confirmed and ratified, including the legal description of property that is included in Revitalization Area No. 1.

Section 2. Ordinance No. 14882, enacted February 28, 2011, is hereby repealed.

Section 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict. This ordinance shall be in effect after its final passage, approval and publication, as provided by law.

Passed and approved _____, 202__.

Mayor

Attest:

City Clerk

Council Member _____ introduced an ordinance entitled: “An Ordinance ratifying and repealing prior Ordinances related to Marshalltown Urban Revitalization Area No. 2.”

It was moved by Council Member _____ and seconded by Council Member _____ that the ordinance be given its initial consideration and that it be adopted. The Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

The Mayor declared the motion duly carried and declared that the ordinance had been given its initial consideration.

ORDINANCE NO. 15008

AN ORDINANCE RATIFYING AND REPEALING PRIOR ORDINANCES
RELATED TO MARSHALLTOWN URBAN REVITALIZATION AREA NO. 2

WHEREAS, pursuant to the provisions of Chapter 404, Code of Iowa (the “Act”), the City Council of the City of Marshalltown, Iowa (the “City”), upon the completion of procedures specified in the Act, by Ordinance No. 14215, adopted June 13, 1985, designated an area of the City as the Marshalltown Urban Revitalization Area No. 2 (“Revitalization Area No. 2”) and set out the legal description of the property included in Revitalization Area No. 2; and

WHEREAS, subsequently, the City Council adopted Ordinances No. 14583, 14650, 14752 and 14883, which Ordinances stated that the revitalization plan for Revitalization Area No. 2 would be effective for a certain period of time; and

WHEREAS, pursuant to the provisions of the Act, on December 28, 2020, the City Council adopted a resolution which declares that the plan for Revitalization Area No. 2 will be effective until such time as Ordinance No. 14215, which designated Revitalization Area No. 2, is repealed by the City Council;

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

Section 1. The provisions of Ordinance No. 14215 are hereby confirmed and ratified, including the legal description of property that is included in Revitalization Area No. 2.

Section 2. Ordinance No. 14883, enacted February 28, 2011, is hereby repealed.

Section 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict. This ordinance shall be in effect after its final passage, approval and publication, as provided by law.

Passed and approved _____, 202__.

Mayor

Attest:

City Clerk

• • • •

Upon motion and vote, the meeting adjourned.

Mayor

Attest:

City Clerk

SECOND CONSIDERATION OF
ORDINANCES RATIFYING AND
REPEALING ORDINANCES RELATED TO
MARSHALLTOWN URBAN
REVITALIZATION AREAS

422742-41

(Ords.–Second Consideration)

Marshalltown, Iowa

_____, 2021

The City Council of the City of Marshalltown, Iowa, met on the ____ day of _____, 2021, at 5:30 p.m., at the City Hall.

The Mayor presided and the roll was called showing members present and absent, as follows:

Present: _____

Absent: _____.

It was reported that, on December 28, 2020, the Council had given its initial consideration to an ordinance entitled “Ordinance No. _____. An Ordinance ratifying and repealing Ordinances related to Marshalltown Urban Revitalization Area No. 1.”

It was moved by Council Member _____ and seconded by Council Member _____ that the ordinance be given its second consideration and that it be adopted. The Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the motion duly carried and declared that said ordinance had been given its second consideration.

It was also reported that, on December 28, 2020, the Council had given its initial consideration to an ordinance entitled “Ordinance No. _____. An Ordinance ratifying and repealing Ordinances related to Marshalltown Urban Revitalization Area No. 2.”

It was moved by Council Member _____ and seconded by Council Member _____ that the ordinance be given its second consideration and that it be adopted. The Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the motion duly carried and declared that said ordinance had been given its second consideration.

* * * *

There being no further business to come before the meeting, it was upon motion adjourned.

Mayor

Attest:

City Clerk

FINAL CONSIDERATION AND PASSAGE
OF ORDINANCES RATIFYING AND
REPEALING ORDINANCES RELATED TO
MARSHALLTOWN URBAN
REVITALIZATION AREAS

422742-41

(Final Consideration And Adoption)

Marshalltown, Iowa

_____, 2021

The City Council of the City of Marshalltown, Iowa, met on the ____ day of _____, 2021, at 5:30 p.m., at the City Hall.

The Mayor presided and the roll was called showing members present and absent, as follows:

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Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the motion duly carried and declared that said ordinance had been given its final consideration and had been adopted.

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It was moved by Council Member _____ and seconded by Council Member _____ that the ordinance be given its final consideration and that it be adopted. The Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the motion duly carried and declared that said ordinance had been given its final consideration and had been adopted.

* * * *

There being no further business to come before the meeting, it was upon motion adjourned.

Mayor

Attest:

City Clerk

STATE OF IOWA
COUNTY OF MARSHALL SS:
CITY OF MARSHALLTOWN

I, the undersigned, City Clerk of the City of Marshalltown, Iowa, do hereby certify that the above and foregoing is a true, correct and complete copy of the minutes of meetings of the Marshalltown City Council with respect to the adoption of resolutions approving amendments to the plans for Marshalltown Urban Revitalization Area No. 1 and Marshalltown Urban Revitalization Area No. 2 and adopting Ordinances ratifying and repealing prior Ordinances related to each of the Urban Revitalization Areas, including true and complete copies of the resolutions and ordinances referred to in such minutes.

WITNESS MY HAND this ____ day of _____, 2021.

City Clerk

STATE OF IOWA
COUNTY OF MARSHALL SS:
CITY OF MARSHALLTOWN

I, the undersigned City Clerk of the City of Marshalltown, Iowa, do hereby certify that certain Ordinances related to Marshalltown Urban Revitalization Areas, or summaries of such Ordinances, of which the printed slips attached to the publisher's original affidavits hereto attached are true and complete copies, were published on the date and in the newspaper specified in such affidavit, and that such newspaper has a general circulation in the City.

WITNESS MY HAND this ____ day of _____, 2021.

City Clerk

(Attach hereto publisher's affidavits of publication with clippings of ordinances or summaries, as published.)

December 22, 2020

Alicia Hunter
City Clerk/City Hall
24 North Center Street
Marshalltown, IA 50158

Re: Marshalltown Urban Revitalization Areas 2020 Amendments and Ordinances
Our File No. 422742-41

Dear Alicia:

I have prepared proceedings that may be used at the Council meeting on December 28 to hold the hearings on the 2020 amendments to the Marshalltown Urban Revitalization Plans, to approve resolutions amending each plan and to adopt the initial consideration of ordinance related to each area. These proceedings also cover actions at two subsequent meetings for the second and final considerations of each ordinance.

These proceedings include the following items:

1. Hearing on Amendments to revitalization plans for Marshalltown Urban Revitalization Area No. 1 and Marshalltown Urban Revitalization Area No. 2, followed by Resolution adopting those Amendments. The Amendments are set out as Exhibits to the Resolution.
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4. Second Consideration of Ordinance related to Urban Revitalization Area No. 1
5. Second Consideration of Ordinance related to Urban Revitalization Area No. 2
6. Final Consideration of Ordinance related to Urban Revitalization Area No. 1
7. Final Consideration of Ordinance related to Urban Revitalization Area No. 2
8. Certificate attesting the entire transcript.
9. Certificate attesting to the publication of the ordinances or summaries

Please return one fully executed copy of these proceedings to my office.

Sincerely,

Robert E. Josten

Cc by email: Jessica Kinser
Diana Steiner

MARSHALLTOWN

— I O W A —

City Administrator's Office

Joel Greer, Mayor
Jessica Kinser, Administrator
Alicia Hunter, City Clerk
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5799
Fax - (641) 754-5717

To: Mayor Greer and the City Council
From: Jessica Kinser, City Administrator
Date: December 22, 2020
RE: Draft of Strategic Plan

The virtual strategic planning session held on November 20th got a start on discussing two of our four goals and left Council and staff evaluating goals three and four via an online survey. What the virtual session missed was how feedback and ideas from a normal strategic planning session get distilled into draft documents and instead went straight to distilling in the session. I wanted to back the process up a bit and go back through some of the other documents before getting into the work plan. This memo follows the order of the items included as part of the agenda.

1. Vision and Values

The consensus was that no changes were needed to the City's vision and values. We were all able to provide great examples of our values in action.

2. SWOT Analysis

The discussion of strengths, weaknesses, opportunities and threats brought about some changes to the SWOT analysis. The draft document is updated to reflect the changes discussed, but this is still open for discussion.

3. Goals, Objectives, Actions

We agreed that the goals were still relevant, but did not have an in-depth discussion on the objectives still contributing to each of the larger goals. I have taken the data we did have from the prioritizations and worked with it in a backwards fashion to state draft objectives and potential broad actions with those. Anything in bold is new. Some strikethroughs are used to show changes as well.

4. Implementation Plan

Once we have agreed on the goals, objectives, and actions, staff would then formulate a work plan for how to work towards the City's goals and objectives. The draft work plan is not an exact copy of the actions from above, though it might be in some cases. This includes dates in which we (staff) believe we can accomplish the various things that keep us moving closer to achieving our goals. Anything in bold is new from the prior year. A green highlight means that those

City Council

Susan Cahill, Michael Gowdy, Al Hoop,
Gabriel Isom, Bill Martin, Gary Thompson, Bethany Wirin



items were ranked highly by those participating on the 20th and through the online survey for goals 3 and 4 (separate information attached).

I have worked to convert a number of items that were previously “ongoing” in timeframe, to be written as a specific action with a specific date. I also want to point out that the Key Indicators (blue sections with the goals and objectives) still need work. I have been working to start pulling data together and working on how to create our own “dashboard” with it for communication with you and the public about our progress towards our goals.

Finally, we have a draft of the Community Survey back, which had one question area that is very important as we look at finalizing our plan: ratings on focus areas in the coming two years. Every item has more than 50 percent of a response as being Essential to Very Important. As you look further through the goals and objectives and the action plan, please do it through the lens of whether we have put the focus requested of us in the Community Survey.

Once we have a draft that the Council is comfortable proceeding forward with, we will finalize with a resolution on a future City Council meeting.

City Council

Susan Cahill, Michael Gowdy, Al Hoop,
Gabriel Isom, Bill Martin, Gary Thompson, Bethany Wirin





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

To achieve this mission, we place importance on the following values:

- ⇒ **Inclusiveness** – working as one to deliver exceptional outcomes
- ⇒ **Innovation** – willingness to take risks, looking to the future while respecting the past, progressing forward
- ⇒ **Stewardship** – respecting the human, financial and natural resources of the community
- ⇒ **Trust** – establishing respectful relationships, being a caring community
- ⇒ **Excellence** – striving for a common standard in everything we do

The Mayor and City Council and department head team identified internal and external forces that positively or negatively impact our planning efforts in 2021 and beyond.

STRENGTHS

An internal look at what we do well

- Professionalism
- Partnerships with public-minded organizations
- Fiscal soundness
- Planning/Forward thinking staff
- Quality services provided by quality employees
- Updated technology (website/phones)
- Trusted and supported by the community
- Volunteerism and leadership of elected officials and staff
- Physical assets- new streets, Coliseum
- Collaborative internal culture
- Strong staff work ethic
- Optimism/Perseverance/Pride
- Disaster experience

WEAKNESSES

An internal look at areas we can improve upon

- Hard on ourselves, not always showing community pride
- Communication in other languages
- Communication w/ public
- Negativity
- General Fund stability and overall declining revenues to support services
- Lack of applicants for jobs
- Pay scale issues between bargaining, non-bargaining
- Lack of representative boards & commissions
- Perceived lack of code enforcement
- Support of neighborhood revitalization
- Lack of organizational diversity
- Limited cross-training/succession planning
- Lack of staff capacity/employee burnout

OPPORTUNITIES

Positive external forces helping the City achieve our goals

- Infrastructure projects
 - Airport, Trails, Library, Edgewood extension, FEMA streets
- Accessibility through sidewalks, ADA Transition Plan
- Tornado, derecho rebuilding and recovery
- Downtown Implementation Plan
- Chance to change identity
- Highway 14 Corridor Study/ DOT resurfacing project
- Diverse community
- New partnerships for shared programming
- Housing Strategy
- Committed corporate community
- Proximity to larger communities
- Legislative influence
- UPH Downtown Campus
- New medical facilities
- Education- MCSD and MCC
- Volunteers

THREATS

External obstacles facing the City

- Backfill, legislative actions impacting local control
- Declining valuations
- High commuter rate
- City image and reputation, both inside/outside
- Qualified labor
- Loss/lack of medical, mental health services
- Loss of retail, box store and small business
- Nat'l economy slowdown
- Listening to 1% negative
- Population loss
- Poverty/lack of living wage
- Remaining static/no growth
- Federal grant cuts
- Tariffs
- Proximity to larger communities
- School open enrollment
- Unknown of disaster recovery
- Attitudes towards diversity
- UPH Downtown Campus
- Unemployment/underemployment
- Limited quality childcare
- Long-term impact of COVID

GOAL 1: EXPAND AND IMPROVE DEVELOPMENT IN THE COMMUNITY

Objective 1: Support the Marshalltown Central Business District and development in Downtown

- *Develop & implement design standards for the Historic District & Central Business District*
- **Work to address blight in the MCB**
- *Identify & promote public funding options for development*
- *Implement the Downtown Master Plan high priority recommendations*

Objective 2: Support and promote commercial and industrial development

- *Work with the Chamber to proactively pursue prospects*
- *Complete the rezoning of the north Highway 14 Corridor*
- *Enhance relationships with existing industries*
- *Implement the Highway 14 Corridor Study*
- **Promote the development of industry with the Edgewood Extension/industrial area**
- **Create processes for development which are user-friendly for the developer**

Objective 3: Look at innovative ways to further enhance housing quality and quantity

- *Identify and plan for the redevelopment of vacant lots through the D&D program*
- ~~*Review zoning ordinance requirement for minimum standards for dwelling sizes in residential areas*~~
- **Participate/engage with Marshalltown Community Development Corporation**
- *Review incentives for infill development on the north side*

Objective 4: Ensure appropriate infrastructure exists for all types of development

- *Partner with housing developers to install infrastructure which enhances new development*
- *Complete transportation projects which provide development opportunities*

We will know our actions were effective through development occurring and through the creation of areas which are ready for development.

Key indicators for measurement of this goal are the following:

⇒ **Building Permits Issued**

- By property type (residential, commercial/industrial)
 - New construction, alteration, demolition
- Downtown, Highway 14 Corridor, Urban Renewal Areas
- \$ value of improvements by property type and area

⇒ **Residential Unit Demand**

- Track new residential unit development with the Chamber goal to build 1,000 new units by 2024

⇒ **Property Revitalization**

- % of D&D properties redeveloped or reused
- Assessed valuations before demolition and after redevelopment/reuse
- Assessed valuations by property tax class

⇒ **Grade of developable property**

- Infrastructure costs
- Residential unit availability
- Access to amenities

GOAL 2: ENHANCE MARSHALLTOWN'S PUBLIC IMAGE

Objective 1: Eliminate blight throughout the community

- *Continue the Dangerous and Dilapidated Building Program and obtaining title to properties*
- *Implement the Lead Program*
- ***Enhance ways for citizens to report nuisance issues, including providing updates***

Objective 2: Design and construct capital projects which enhance quality of life and aesthetics

- *Complete the Airport Hangar/Terminal project*
- *Develop a plan for enhancing infrastructure in the MCB and implementing recommendations of the Master Plan*
- *Implement the Wayfinding Master Plan*
- *Complete the railroad crossing safety improvements proposed for the Union Pacific crossings*
- *Implement the Parks and Recreation Master Plan*
- ***Identify and plan trail improvement projects throughout the community***

Objective 3: Improve communication of programs & initiatives

- *Enhance the City's social media presence*
- ***Incorporate the results of the Community Survey into city and community planning***
- *Continue to hold the Police and Fire Citizens Academies and find a permanent funding source*
- *Develop a public campaign for stormwater management*
- *Develop communications around understanding of the City's finances*

Objective 4: Support the marketing of Marshalltown

- *Support Vision Marshalltown's communications plan, as well as other community wide marketing programs*
- *Create and promote positive City stories*

We will know our actions were effective through the reduction of blighted properties, City projects which enhance the aesthetics and appearance of the community and enhanced community pride.

Key indicators for measurement of this goal are the following:

⇒ **Blight Reduction**

- Demolition permits issued by property type/class
- # of properties removed through D&D and/or FEMA demolition programs
- % of D&D or FEMA demolition properties redeveloped or reused
- Assessed valuations before demolition and after redevelopment/reuse

⇒ **Quality of Life Projects**

- \$ invested in improvements/projects
- Ratio of City funds to other funds

⇒ **Enhanced Community Pride**

- % of people proud to call Marshalltown home
- Satisfaction rating for City services

GOAL 3: CONTINUALLY IMPROVE & SUSTAIN THE CITY'S ORGANIZATION AND SERVICES

Objective 1: Review policies, procedures, and ordinances for updates

- Rewrite the City's zoning ordinance
- Update the Emergency Operations Plan
- Review the role of the Human Rights Commission
- Recognize volunteer board & commission members
- Review mandatory/discretionary functions of the City
- Review noise and odor ordinances
- Review storm and sanitary sewer rates
- Review City Code sections for improvements
- Establish a Brownfield Program to track brownfield properties

Objective 2: Develop comprehensive plans for City infrastructure and improvements

- Continue to implement the Street Improvement Plan
- Continue eliminating gaps in existing sidewalks
- Incorporate the ADA Transition Plan recommendations into capital projects
- Construct an addition to the Marshalltown Public Library
- Complete the City Hall/Carnegie building updates

Objective 3: Recruit, retain, and train employees in order to maintain a successful workforce

- Review the non-bargaining wage scale
- Continue to provide employee training opportunities, including cross-training of positions
- **Include Employee Survey data in decision-making**
- Continue to focus on **health and safety** in the workplace

Objective 4: Review existing City functions and finances for efficiencies

- Review General Fund revenues and expenditures
- Implement a LEAN process improvement program
- Work with others to evaluate recreation programming
- Complete disaster recovery processes with FEMA, insurance
- Evaluate changes to the rental registration program

We will know our actions were effective by not having to amend to allow for the Council to take action on an item, modern infrastructure, a successful workforce, and fiscal stability.

Key indicators for measurement of this goal are the following:

⇒ **Proactive Policies and Procedures**

- # of Council actions to amend an ordinance, policy or procedure
- # of cases before Zoning Board of Adjustment
 - Satisfaction rating of City services

⇒ **Modern Infrastructure**

- Biennial pavement condition index rating
 - Facility condition rating
- # of miles of new streets and sidewalks
 - # of miles of resurfaced streets
- Utility rate comparison with other cities

⇒ **Successful Workforce**

- Employee satisfaction rating
- Employer Modification Factor for Workers' Comp

⇒ **Fiscal Stability**

- Bond Rating
- % fund balance in major funds
 - % of LOST used in GF
- \$ saved and time saved in LEAN process improvements

GOAL 4: PARTNER WITH CITIZENS, FOR-PROFIT, NON-PROFIT AND OTHER GROUPS TO IMPROVE QUALITY OF LIFE

Objective 1: Partner with the Arts & Culture Alliance/MPAC to promote public art in the community.

- *Develop a plan for public art to be part of City buildings and future improvements*
- *Continue to identify ways to incorporate art into parks and recreational spaces*
- *Continue an art focus in future plans*

Objective 2: Partner with Trails Inc. on trail-related initiatives

- *Work with Trails Inc. on the implementation of the Placemaking Plan*
- *Identify outside funding for trail-related projects and promote the fundraising of Trails Inc.*
- *Strengthen communication & connection with the Hardin County Trails Commission*

Objective 3: Work with other entities on partnerships which benefit the community

- *Continue to identify public nuisance properties which are tax certificates held by the County*
- *Support the Sister Cities Program*
- *Support Vision Marshalltown initiatives*
- *Support public safety related groups (Crimestoppers, Red Cross smoke detector installation, neighborhood watch)*
- *Partner with NGOs assisting in disaster recovery*
- *Work with others to create a community coalition to address mental health/substance abuse needs*
- *Support the Welcoming America initiative*
- ***Review the land/governance relationship with the Fisher Community Center***

Objective 4: Use legislative resources to affect positive change for the City

- *Work with the Iowa League of Cities to continue to promote funding of Backfill and local control*
- *Communicate regularly with local legislators regarding issues that are important to the City*

We will know our actions were effective by promoting arts and cultural activities, providing trails, and supporting quality of life initiatives within the community.

Key indicators for measurement of this goal are the following:

⇒ **Arts and Culture**

- \$ spent on public art in City buildings or parks
 - # of programs held at the Library

⇒ **Trails**

- Pavement rating of existing trails
- \$ investment in new and existing trails

⇒ **Quality of Life Initiatives**

- # of initiatives formally supported by Council
- \$ contributed to quality of life initiatives

GOAL 1: Expand and improve development in the community	Projected Completion	Assigned Resources
Objective 1: Support the Marshalltown Central Business District and development in Downtown		
Implement Downtown design standards	3/31/2021	H&CD
Administer Catalyst Building grant program	4/30/2023	Admin
Administer the shared wall grant program	4/30/2022	Admin
Prepare and apply for a CDBG Downtown Revitalization Grant	6/30/2021	H&CD
Complete the Downtown Implementation Plan and schedule improvements	6/30/2021	Admin, H&CD, PW
Send property maintenance notices to owners not in a grant program or demolition phase	6/30/2021	H&CD
Demolish properties acquired through 657A and evaluate for future use	12/31/2021	Admin, H&CD
Objective 2: Support and promote commercial and industrial development		
Construct the Edgewood/North 8th Avenue Extension	12/31/2021	PW/Engr
Plat the Edgewood industrial area and sell available lots	12/31/2022	Admin
Complete the selective rezoning of the Highway 14 Corridor	6/30/2021	H&CD
Apply for a BUILD grant for the Highway 14 Corridor Improvments	7/1/2021	Admin, H&CD, PW
Add additional land to Urban Revitalization Area #2 to enhance commercial growth	3/31/2021	Admin
Enhance information for developers on the City's website including fillable forms	3/31/2021	H&CD
Implement software changes to create efficiencies in staff review, developer experience	12/31/2021	H&CD
Objective 3: Look at innovative ways to further enhance housing quality and quantity		
Implement at least one new TIF residential district to support public infrastructure costs	12/31/2021	Admin
Create a program to support low-to-moderate income housing	12/31/2021	Admin, H&CD
Participate in the founding of the Marshalltown Community Development Corporation (CDC)	3/31/2021	Admin, H&CD
Evaluate current incentives for existing home renovations with a recommendation to Council	6/30/2021	H&CD
Provide funding to 10 homes under the Chamber's new home buyer incentive	12/31/2021	Admin, H&CD
Identify greenfield development locations and develop marketing info for locations	9/30/2021	Admin, H&CD, PW
Objective 4: Ensure appropriate infrastructure exists for all types of development		
Construct Phase 1 of East Merle Hibbs extension	12/31/2021	PW/Engr
Discuss alternatives connections to East Merle Hibbs extension	4/30/2021	PW/Engr, Admin
Identify City roles in findings of Chamber's Industrial Barriers Work Group and develop plans	3/31/2021	Admin, PW/Engr
Consider other infrastructure projects for development projects	Ongoing	PW/Engr, Admin, H&CD

GOAL 2: Enhance Marshalltown's public image		Projected Completion	Assigned Resources
Objective 1: Eliminate blight throughout the community			
Demolish 10 structures under the D&D program	12/31/2021	H&CD, Admin	
Complete 51 projects under the HUD Lead Abatement grant program	12/31/2021	H&CD	
Pursue FEMA funding for derecho-related demolitions	6/30/2021	H&CD, Admin	
Create and hold a training on citizen role in nuisance abatement	12/31/2021	H&CD	
Consider an ordinance for the registration of abandoned/vacant buildings	6/30/2021	H&CD, Admin	
Implement a Brownfield Program and partner with KSU-TAB to gather data	12/31/2021	H&CD	
Objective 2: Design and construct capital projects which enhance the aesthetics of the community			
Complete the Pickleball Pocket Park	8/30/2021	Admin, P&R, PW/Engr	
Complete the construction of the Airport Terminal/Hangar	12/31/2021	PW/Engr	
Complete the installation of one monument entry sign as part of the Wayfinding Plan	12/31/2021	Admin, PW/Engr	
Implement Riverview Park and Airport wayfinding signs	12/31/2021	Admin, P&R	
Install wayfinding directional signs	12/1/3121	PW/Engr	
Accept bids for railroad crossing safety improvements/quiet zone; continue with construction	6/30/2021	Admin, PW/Engr	
Complete the engineering study of the Center Street viaduct; continue with construction	12/31/2021	PW/Engr	
Complete the FEMA project for street repairs from the derecho	12/31/2022	PW/Engr	
Plan for and complete Elk Park Improvements	12/31/2021	Parks & Rec	
Aquire land for Phase 2 of West End Park Master Plan	12/31/2021	Parks & Rec	
Complete the Anson Park Shelter renovation project	9/30/2021	Parks & Rec	
Replace the parking lots at the MSA complex	6/30/2022	Parks & Rec, PW/Engr	
Renovate the parking lot at 1st and Church Street	7/31/2021	PW/Engr	
Objective 3: Improve communication of City programs and initiatives			
Provide the Citizens Police Academy	TBD	Police	
Provide the Citizens Fire Academy	TBD	Fire	
Update and hold Budgeting 101 info meetings	12/31/2021	Finance	
Identify other social media platforms for use and specify types of communciation	9/30/2021	Admin	
Develop and implement a public campaign for stormwater education	12/31/2021	PW/Engr	
Implement a Community Survey working group to analyze results, make recommendations	12/31/2021	Admin	
Objective 4: Support public relations and marketing of Marshalltown			
Place More Than Ever logo and tagline in Council Chambers	6/30/2021	Admin	
Review the promotions and marketing agreement with the Chamber	6/30/2021	Admin	
Utilize More Than Ever in City communications/promotions	Ongoing	Admin	

GOAL 3: Continually improve the City's organization & services		Projected Completion	Assigned Resources
Objective 1: Review policies, procedures, and ordinances for updates			
Place an item on the November 2021 ballot to renew LOST through 6/30/35	11/30/2021	Admin	
Complete the rewriting of the City's Zoning Ordinance	12/31/2021	H&CD	
Amend the Emergency Operations Plan to reflect lessons learned from the derecho	6/30/2021	All Departments	
Collect data on odor levels in the community to determine if ordinance changes are needed	12/31/2021	PW/Engr	
Consider the adoption of the International Property Maintenance Code	12/31/2021	H&CD	
Review the Fire Code open burning as part of a discussion of odors in the community	12/31/2021	Fire	
Review the role of and need for a Human Rights Commission	6/30/2021	Admin	
Compile and review mandatory and discretionary functions of the City	12/31/2021	All Departments	
Review the sanitary sewer rate study	3/31/2021	PW/Engr	
Complete a stormwater rate study	12/31/2021	PW/Engr	
Recognize volunteer board and commission members for years of service milestones	12/31/2021	Admin	
Review the Council Manual	9/30/2021	Admin	
Review City-issued licenses and permits for necessity	6/30/2021	Admin	
Objective 2: Develop comprehensive plans for City infrastructure and improvements			
Present an Annual Street Improvement Program to the City Council	3/31/2021	PW/Engr	
Complete the 12th Avenue sidewalk project	12/31/2021	PW/Engr	
Complete the sidewalk gap projects near Fisher and Anson Elementary Schools	12/31/2021	PW/Engr	
Fund and construct an addition to the Marshalltown Public Library	12/31/2025	Library, PW/Engr	
Complete the 1st phase of trail replacement	12/31/2021	P&R, PW/Engr	
Present an annual report of ADA compliance related work for the prior calendar year	3/31/2021	Admin, PW/Engr	
Complete City Hall building updates	12/31/2022	PW/Engr, Admin	
Objective 3: Recruit, retain, and train employees in order to maintain a successful workforce			
Continue annual training days on Veteran's Day and Presidents Day	11/31/21	HR	
Issue an RFP for a consultant to review the non-bargaining wage scale	6/30/2021	HR	
Continue monthly Safety Committee meetings	Ongoing	HR	
Re-initiate the 30 minute mini-trainings for staff	Ongoing	HR	
Discuss setting building business hours to be 8:30-4:30 to assist employee family flexibility	6/30/2021	Admin, HR	
Create a work group of employees to make recommendations from the Employee Survey	12/31/2021	Admin/HR	
Objective 4: Review existing functions and finances for efficiencies			
Present long term financial projections for the General Fund revenues and expenditures	3/31/2021	Finance	
Convene a discussion on recreation programming in Marshalltown	12/31/2021	P&R	
Complete the FEMA reimbursement process from the 2018 tornado	12/31/2021	Admin, Finance	
Complete all insurance and FEMA-related reimbursements for 2020 derecho	12/31/2021	Admin, Finance	
Review City fees and charges	6/30/2021	All Departments	
Evaluate Rental Inspection Program operations and make recommendation for CY 2022	3/31/2021	H&CD	
Complete a LEAN process for Library donations	12/31/2021	HR, Library	

GOAL 4: Partner with citizens, for-profit, non-profit & others to improve quality of life

Projected
Completion
Assigned Resources

Objective 1: Partner with the Marshall County Arts and Culture Alliance/MPAC to promote public art in the community

Discuss public art as part of the Airport Terminal project	9/30/2021	Admin, PW/Engr
Complete the sidewalk poetry project as part of the Pickleball Pocket Park	6/30/2021	Admin, P&R
Discuss public art as part of the 3rd Ave/Highway 14 resurfacing project	6/30/2022	Admin, PW/Engr
Discuss a process for a public art project in the City Council Chambers	6/30/2021	Admin
Discuss public art as part of the Library addition	6/30/2025	Library, Admin
Support the Alliance's mural program	Ongoing	Admin, H&CD
Consider the creation of a City Public Art Master Plan	9/30/2021	Admin
Consider a policy with a set-aside for public art in City projects	12/31/2021	Admin
Partner with the Alliance on an Iowa Great Places grant application	10/31/2021	H&CD, P&R, Admin, PW/Engr

Objective 2: Partner with Trails Inc. on trail-related initiatives

Maintain sharrows through the community on designated routes	9/30/2021	PW/Engr
Assist Trails Inc. with plan development and grant applications	12/31/2021	P&R, PW/Engr, Admin
Complete a City Trails Master Plan to develop better accessibility, connectivity between trails	12/31/2021	P&R, PW/Engr, Admin
Complete the trail connection from the Freedom Rock to MSA	12/31/2021	Admin, P&R, PW/Engr
Promote the fundraising efforts of Trails Inc.	Ongoing	All Departments
Initiate planning/fundraising for a trailhead for the Iowa River's Edge Trail	9/30/2021	Admin, P&R, PW/Engr, H&CD

Objective 3: Work with other entities on partnerships which benefit the community

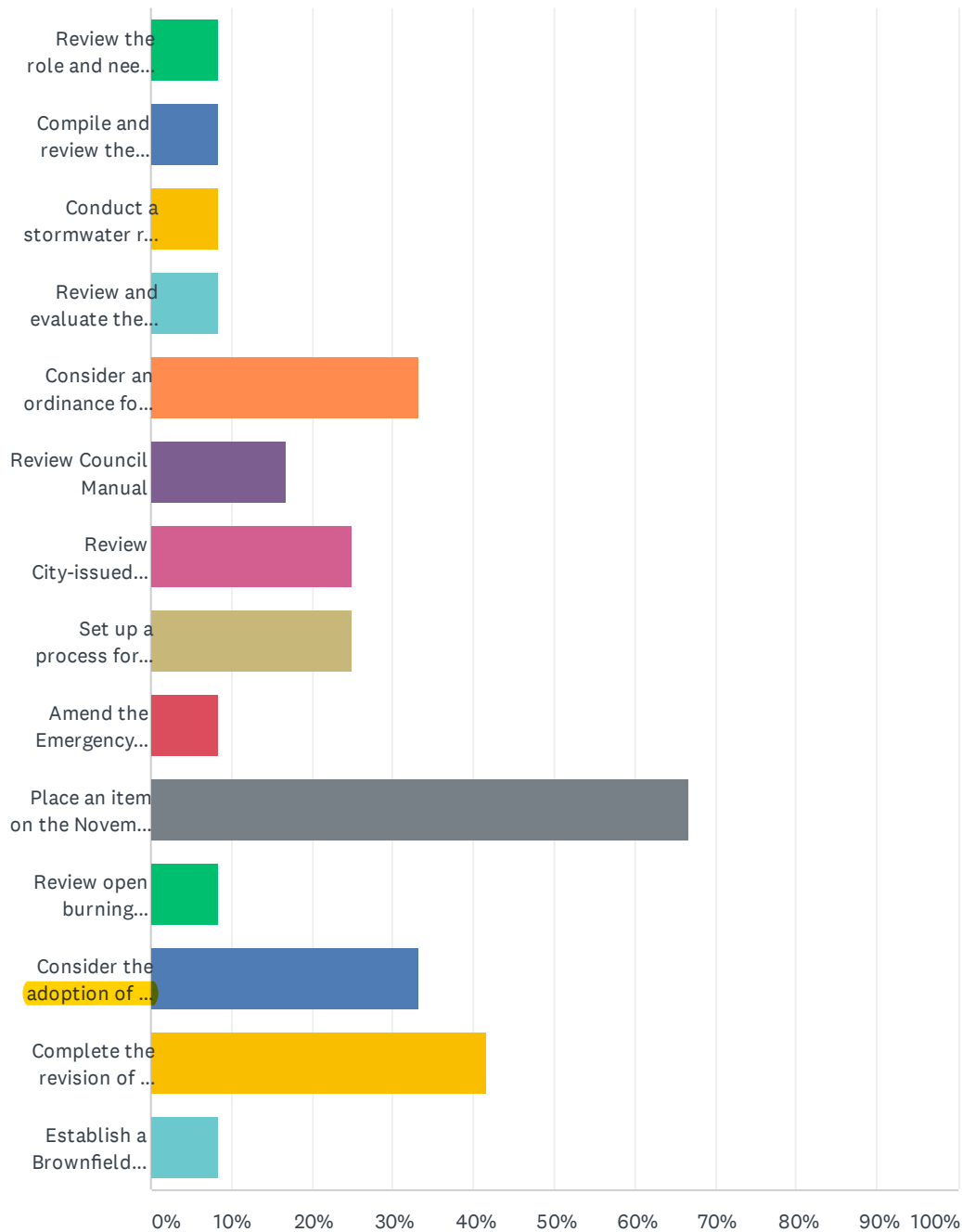
Work with YSS on the MPACT program	12/31/2021	Police
Initiate a public nuisance tax sale with each annual tax sale	5/31/2021	Admin
Review a list of County-held tax certificates to determine if reuse opportunities exist	12/31/2021	Admin, H&CD
Discuss the future of the Fisher Community Center land situation/governance	6/30/2021	Admin
Partner with MCSD to exchange land at Anson Park for that near Bicentennial Park	3/31/2021	Admin, P&R
Create a community event trailer	6/30/2021	PW/Engr, Parks and Rec
Partner with Marshalltown Little League on site improvements	6/30/2021	Parks and Rec
Participate in the Welcoming America initiative through the YMCA	Ongoing	Admin, H&CD
Participate in a community discussions on mental health substance abuse issues	12/31/2021	Police

Objective 4: Use legislative resources to affect positive change for the City

Attend League of Cities or other state or local association legislative events	Ongoing	All Departments
Regularly contact state and federal legislators with updates	Ongoing	All Departments

Q1 Please check the top 3 tasks under Goal 3, Objective 1: Review policies, procedures and ordinances for updates.

Answered: 12 Skipped: 0

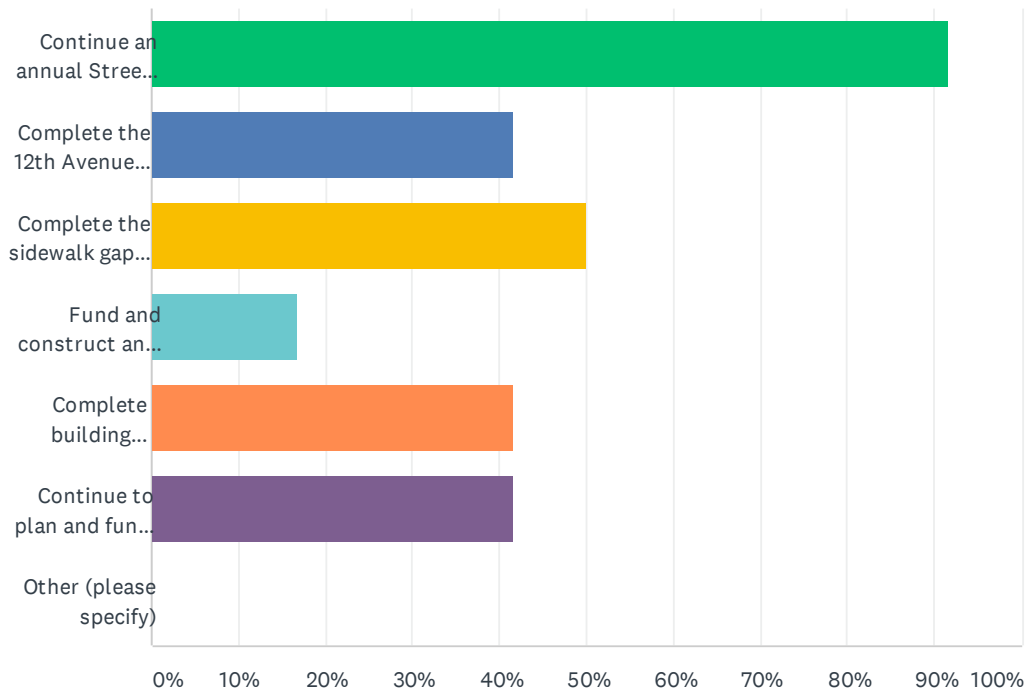


Goal 3 and Goal 4 Priorities

ANSWER CHOICES	RESPONSES	
Review the role and need for a Human Rights Commission	8.33%	1
Compile and review the mandatory and discretionary functions of the City	8.33%	1
Conduct a stormwater rate study	8.33%	1
Review and evaluate the sanitary sewer rate study	8.33%	1
Consider an ordinance for registering vacant/abandoned buildings	33.33%	4
Review Council Manual	16.67%	2
Review City-issued licenses and permits	25.00%	3
Set up a process for collecting odor data in the community and review to determine if changes to the odor standards in the nuisance ordinance are needed	25.00%	3
Amend the Emergency Operations Plan to reflect changes from derecho	8.33%	1
Place an item on the November 2021 ballot to renew LOST through June 30, 2025	66.67%	8
Review open burning provisions of the Fire Code as related to odor issues	8.33%	1
Consider the adoption of the International Property Maintenance Code	33.33%	4
Complete the revision of the zoning ordinance and proceed with adoption	41.67%	5
Establish a Brownfield Program to track sites	8.33%	1
Total Respondents: 12		

Q2 Please check the top 3 tasks under Goal 3, Objective 2: Develop comprehensive plans for City infrastructure and improvements

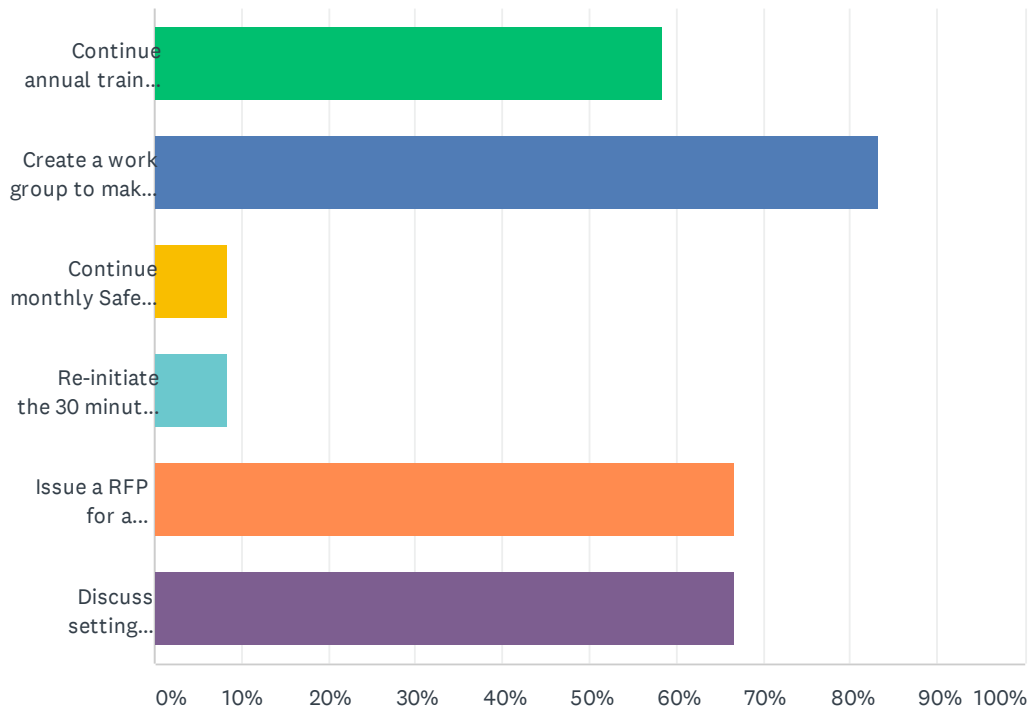
Answered: 12 Skipped: 0



ANSWER CHOICES	RESPONSES	
Continue an annual Street Improvement Plan	91.67%	11
Complete the 12th Avenue sidewalk project	41.67%	5
Complete the sidewalk gap projects near Fisher and Anson Elementaries	50.00%	6
Fund and construct an addition to the Marshalltown Public Library	16.67%	2
Complete building updates at City Hall	41.67%	5
Continue to plan and fund trail replacement projects	41.67%	5
Other (please specify)	0.00%	0
Total Respondents: 12		

Q3 Please check the top 3 tasks under Goal 3, Objective 3: Recruit, retain, and train employees in order to maintain a successful workforce.

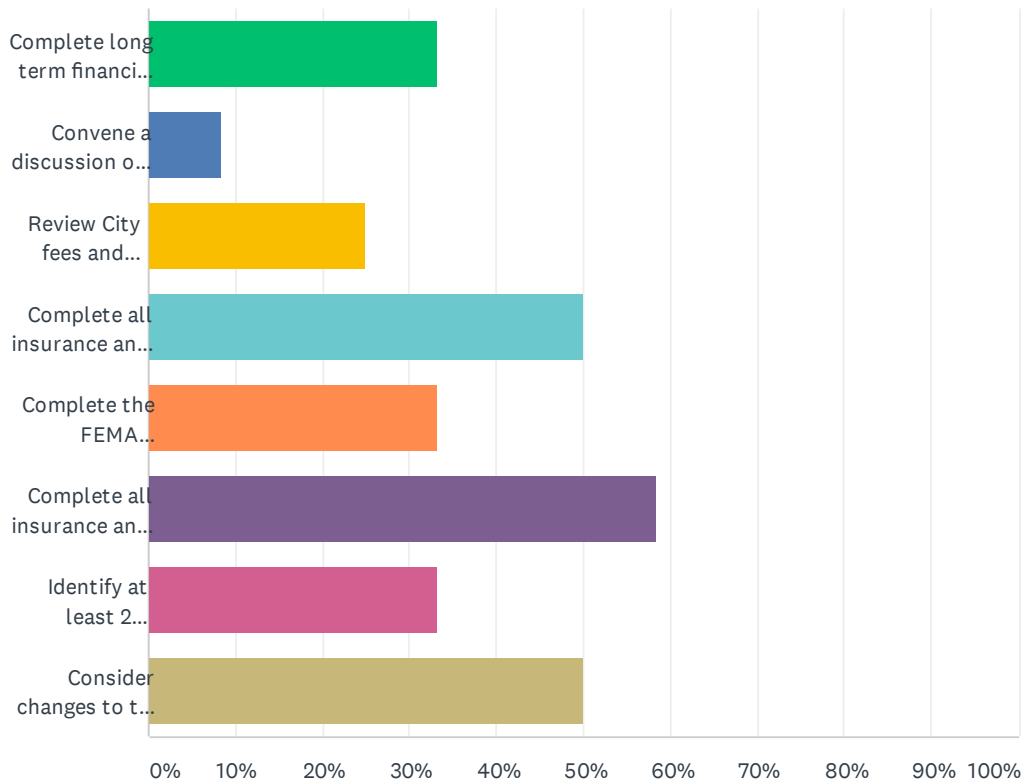
Answered: 12 Skipped: 0



ANSWER CHOICES	RESPONSES	
Continue annual training days on Veterans Day and Presidents Day	58.33%	7
Create a work group to make recommendations from the Employee Survey response data	83.33%	10
Continue monthly Safety Committee meetings	8.33%	1
Re-initiate the 30 minute mini-trainings for staff	8.33%	1
Issue a RFP for a consultant to review non-bargaining positions/wage scale	66.67%	8
Discuss setting building business hours to be 8:30 to 4:30 to assist working families	66.67%	8
Total Respondents: 12		

Q4 Please check the top 3 tasks under Goal 3, Objective 4: Review existing functions and finances for efficiencies

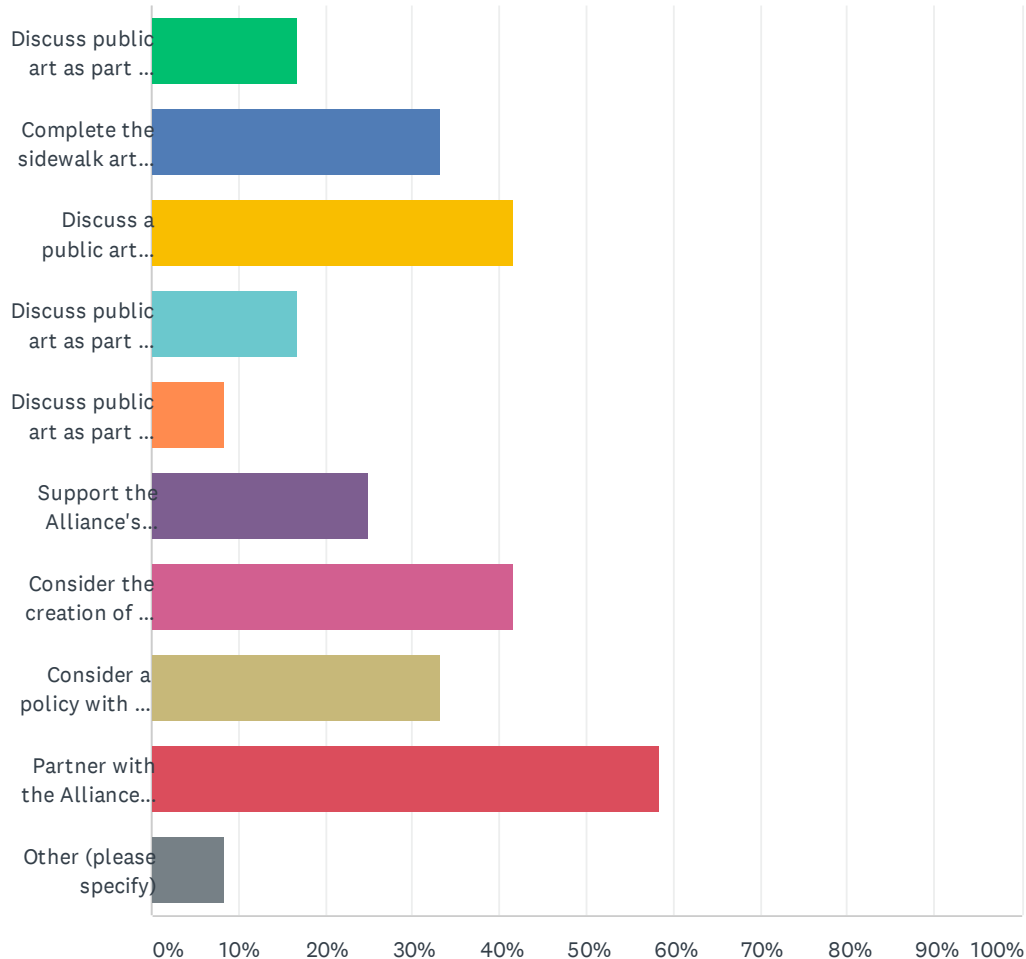
Answered: 12 Skipped: 0



ANSWER CHOICES	RESPONSES	
Complete long term financial projections for the General Fund revenues and expenditures	33.33%	4
Convene a discussion on recreation programming in the community	8.33%	1
Review City fees and charges	25.00%	3
Complete all insurance and FEMA-related reimbursements for the 2018 tornado	50.00%	6
Complete the FEMA reimbursement for the 2020 COVID-19 project	33.33%	4
Complete all insurance and FEMA-related reimbursements for the 2020 derecho	58.33%	7
Identify at least 2 departmental process to reveiw for process improvement	33.33%	4
Consider changes to the rental registration regulations and process	50.00%	6
Total Respondents: 12		

**Q5 Please identify the top 3 priority tasks under Goal 4, Objective 1:
Partner with the Marshall County Arts & Culture Alliance/MPAC to promote
public art in the community.**

Answered: 12 Skipped: 0

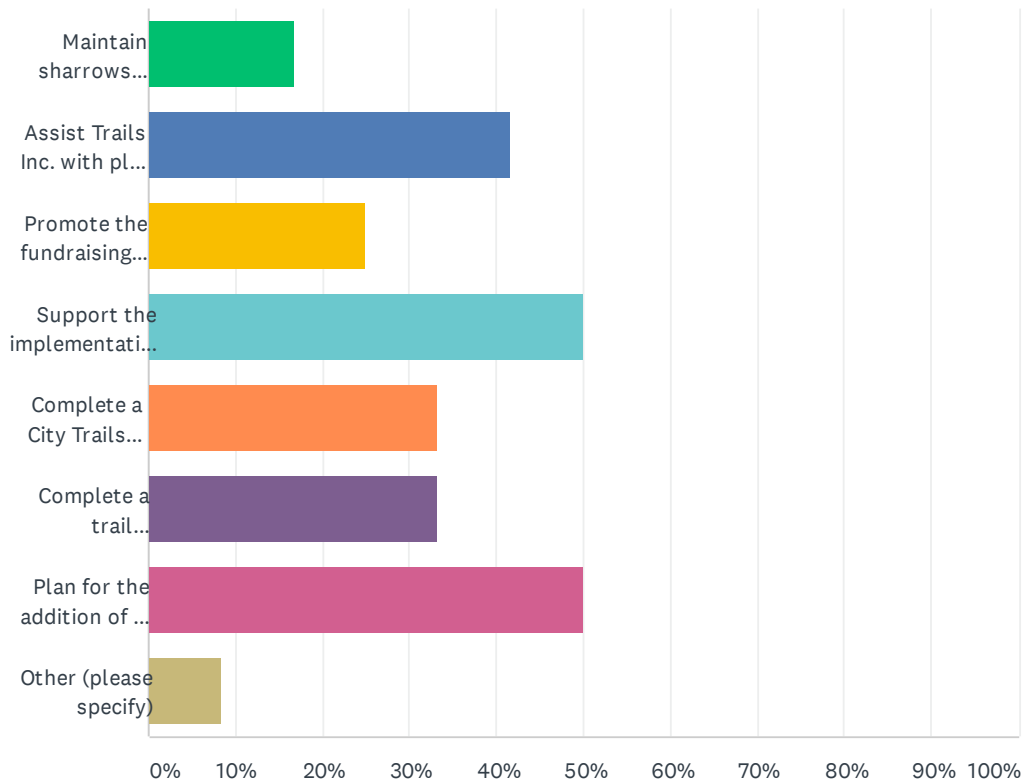


Goal 3 and Goal 4 Priorities

ANSWER CHOICES	RESPONSES	
Discuss public art as part of the Airport Terminal/Hangar project	16.67%	2
Complete the sidewalk art project as part of the Pickleball Pocket Park	33.33%	4
Discuss a public art project in City Council Chambers	41.67%	5
Discuss public art as part of teh 3rd Ave/Highway 14 project	16.67%	2
Discuss public art as part of the Library addition	8.33%	1
Support the Alliance's Mural Program	25.00%	3
Consider the creation of a City Public Art Master Plan	41.67%	5
Consider a policy with a set-aside for public art in City projects	33.33%	4
Partner with the Alliance on an Iowa Great Places Grant application	58.33%	7
Other (please specify)	8.33%	1
Total Respondents: 12		

Q6 Please identify your top 3 priorities for Goal 4, Objective 2: Partner with Trails Inc. on trail-related items

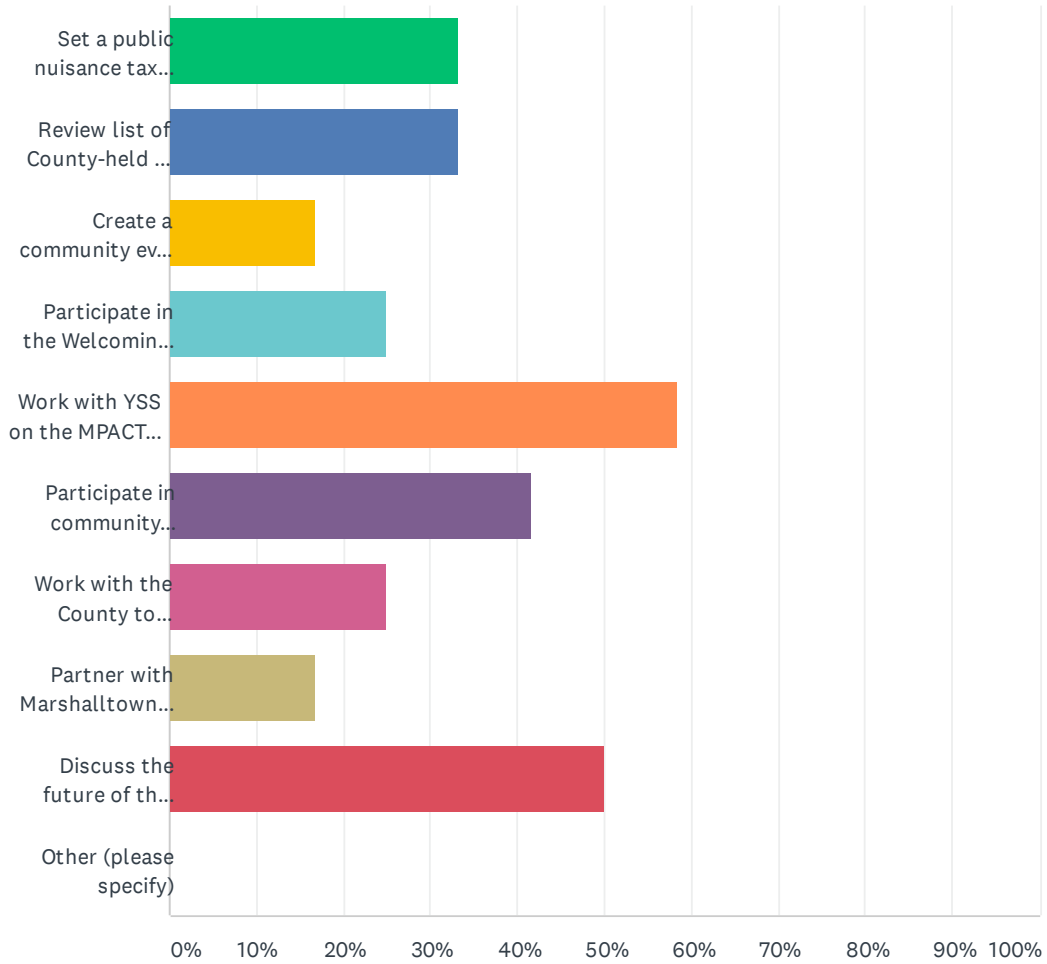
Answered: 12 Skipped: 0



ANSWER CHOICES	RESPONSES	
Maintain sharrows throughout the community on designated routes	16.67%	2
Assist Trails Inc. with plan development and grant applications	41.67%	5
Promote the fundraising efforts of Trails Inc.	25.00%	3
Support the implementation of the Placemaking Master Plan for the River's Edge Trail	50.00%	6
Complete a City Trails Master Plan to develop better accessibility and connectivity between trails	33.33%	4
Complete a trail connection from the Freedom Rock to the Skate Park	33.33%	4
Plan for the addition of a trailhead and facilities at the Skate Park/MSA Complex	50.00%	6
Other (please specify)	8.33%	1
Total Respondents: 12		

Q7 Please identify your top 3 priorities for Goal 4, Objective 3: Work with other entities on partnerships which benefit the community.

Answered: 12 Skipped: 0



Goal 3 and Goal 4 Priorities

ANSWER CHOICES	RESPONSES	
Set a public nuisance tax sale with the County Treasurer for June 2021	33.33%	4
Review list of County-held tax certificates with the County Treasurer to return properties to the tax rolls	33.33%	4
Create a community event trailer	16.67%	2
Participate in the Welcoming America Initiative through the YMCA	25.00%	3
Work with YSS on the MPACT program	58.33%	7
Participate in community discussions around mental health/substance abuse issues	41.67%	5
Work with the County to identify potential project partnerships	25.00%	3
Partner with Marshalltown Little League for improvements at their site	16.67%	2
Discuss the future of the Fisher Community Center with the Fisher Governor Foundation	50.00%	6
Other (please specify)	0.00%	0
Total Respondents: 12		

Please rate how important, if at all, you think it is for the Marshalltown community to focus on each of the following in the coming two years.	Overall economic health of Marshalltown	Essential		51%
		Very important		44%
		Somewhat important		5%
		Not at all important		0%
	Overall quality of the transportation system (auto, bicycle, foot, bus) in Marshalltown	Essential		11%
		Very important		44%
		Somewhat important		41%
		Not at all important		3%
	Overall design or layout of Marshalltown's residential and commercial areas (e.g., homes, buildings, streets, parks, etc.)	Essential		19%
		Very important		42%
		Somewhat important		34%
		Not at all important		5%
	Overall quality of the utility infrastructure in Marshalltown (water, sewer, storm water, electric/gas)	Essential		35%
		Very important		51%
		Somewhat important		11%
		Not at all important		2%
	Overall feeling of safety in Marshalltown	Essential		47%
		Very important		41%
		Somewhat important		11%
		Not at all important		0%
	Overall quality of natural environment in Marshalltown	Essential		24%
		Very important		52%
		Somewhat important		22%
		Not at all important		2%
	Overall quality of parks and recreation opportunities	Essential		21%
		Very important		57%
		Somewhat important		19%
		Not at all important		2%
	Overall health and wellness opportunities in Marshalltown	Essential		38%
		Very important		48%
		Somewhat important		12%
		Not at all important		2%
	Overall opportunities for education, culture and the arts	Essential		36%
		Very important		42%
		Somewhat important		19%
		Not at all important		2%
	Residents' connection and engagement with	Essential		24%