

CITY OF MARSHALLTOWN
COUNCIL AGENDA
CITY HALL COUNCIL CHAMBERS
10 W STATE STREET
JUNE 13, 2022, 5:30 PM

A. **CALL TO ORDER**

NOTICE TO THE PUBLIC: The Mayor and City Council welcome comments 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 limit the time used to present your remarks to 3 minutes or less in order for others to 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. **PLEDGE OF ALLEGIANCE**

C. **ROLL CALL**

Hoop, Isom, Kell, Ladehoff, Schneider, Thompson, Walker

D. **MAYOR, COUNCIL AND ADMINISTRATOR COMMENTS**

E. **CONSENT AGENDA**

1. **APPROVE MINUTES 05/23/22 MEETING AND BILL LIST
\$2,110,792.19**

Documents:

[2022-05-23 SIGNED Council Minutes.pdf](#)
[2022-06-13_BILL LIST_Summary.pdf](#)
[2022-06-13_BILL LIST_Detail.pdf](#)

2. **Receipt Of Building Permit Report, May 2022**

Documents:

[0522.pdf](#)

3. **APPROVE CIVIL SERVICE HIRE LIST - PLANNER**

Documents:

4. APPROVE LIQUOR LICENSE RENEWALS

- MAMA DIGRADO'S, PASTA & PIZZA
- FRIENDS OF THE ORPHEUM THEATER (to continue Live After 5 Events)

5. APPROVAL OF RENEWAL APPLICATIONS FOR STATE OF IOWA RETAIL CIGARETTE, TOBACCO, NICOTINE AND VAPOR LICENSES, THROUGH 6/30/2023

- GIT-N-GO #34, 3302 S CENTER ST
- GIT-N-GO #35, 902 W LINCOLNWAY
- JIFFY #922, 111 S 3RD AVE
- SHAG, 2500 S CENTER ST #1450
- KWIK STAR #706, 810 S 3RD AVE
- KWIK STAR #607, 814 S 6TH ST
- KWIK STAR #394, 2500 S CENTER ST
- EASTSIDE LIQUOR & GROCERY, 1116 E NEVADA ST
- MARSHALL BWS, 11 N 3RD AVE
- MARSHALL TOBACCO & VAPE OUTLET, 19 W MAIN ST
- DEPOT LIQUOR & GROCERY, 114 N CENTER ST
- FAMILY DOLLAR STORE #22186, 327 S 3RD AVE
- VAUGHN'S PUB, 22 N 1ST AVE

6. RESOLUTION 2022-144 APPROVING ENGAGEMENT LETTER WITH BOND COUNSEL DORSEY & WHITNEY LLP FOR THE 2022-2024 STATE REVOLVING FUND (SRF) SEWER SYSTEM IMPROVEMENT FINANCING

Documents:

[2022-06-13_2022-144_Resolution Approving Engagement Letter for SRF Sewer Improvements.pdf](#)
[2022-06-13_2022-144_Engagement Letter \(Marshalltown 49 2022\).pdf](#)

7. RESOLUTION 2022-145 SETTING PUBLIC HEARINGS FOR THE CONVEYANCE AND TRANSFER OF TITLE OF 2.43 ACRES OF LAND TO THE MARSHALLTOWN YMCA

Documents:

[Res Setting PH on Sale of Land YMCA.pdf](#)
[Memo - Sale of Land YMCA, FGF.pdf](#)
[Recorded Plat 2022-00002706.pdf](#)

8. RESOLUTION 2022-146 SETTING PUBLIC HEARINGS FOR THE CONVEYANCE AND TRANSFER OF TITLE OF 5.70 ACRES OF LAND TO THE FISHER GOVERNOR FOUNDATION

Documents:

[Res Setting PH on Sale of Land Fisher Governor Foundation.pdf](#)
[Memo - Sale of Land YMCA, FGF.pdf](#)
[Recorded Plat 2022-00002706.pdf](#)

9. RESOLUTION 2022-147 SETTING A PUBLIC HEARING FOR THE CONVEYANCE AND TRANSFER OF TITLE OF CITY OWNED VACANT LOTS

Documents:

[2022-06-13_2022-147_Resolution Setting PH for Sale of Vacant Lots.pdf](#)
[2022-06-13_2022-147_Memo Setting PH for Sale of Vacant Lots.pdf](#)
[2022-06-13_2022-147_Bid Tab Vacant Lots.pdf](#)

10. RESOLUTION 2022-148 RESOLUTION ACCEPTING BID AND AUTHORIZING THE PURCHASE OF ONE 2018 FORD EDGE VEHICLE FROM JENSEN FORD FOR THE PRICE OF \$32,595.00 FOR USE IN THE POLICE DEPARTMENT AS A DETECTIVE VEHICLE AND DECLARING CERTAIN PROPERTY SURPLUS PROPERTY AND AUTHORIZING SALE AND DISPOSAL THEREOF TO JENSEN FORD ONE 2014 DODGE CARAVAN VEHICLE FOR \$8,500.00

Documents:

[06-13-2022_Resolution for Purchase of MPD Detective Vehicle.pdf](#)
[MPD Detective Vehicle Purchase FY 21 22.pdf](#)
[Vehicle Purchase Proposal DETECTIVE Stevenson Memo.pdf](#)

11. RESOLUTION 2022-149 APPROVING THE PURCHASE OF 4 NORTH 12TH AVENUE, MARSHALLTOWN, IOWA

Documents:

2022-06-13_2022-149_Resolution to Purchase 4 N 12th Ave.pdf
2022-06-13_2022-149_Memo to Purchase 4 N 12th Ave.pdf
2022-06-13_2022-149_Walker James to City of Mtown PA.pdf

12. RESOLUTION 2022-150 APPROVING A TEMPORARY CONSTRUCTION EASEMENT AGREEMENT WITH JARM BUILDING COMPANY FOR THE DEMOLITION OF 101 WEST MAIN STREET

Documents:

2022-06-13_2022-150_Resolution Approving Temp Easement for 101 W Main.pdf
2022-06-13_2022-150_Memo Temporary Easement with 105 W Main.pdf
2022-06-13_2022-150_Temporary Construction Easement Agreement.pdf

13. RESOLUTION 2022-151 APPROVING 28E INTERAGENCY AGREEMENT BETWEEN IOWA DEPARTMENT OF INSPECTIONS AND APPEALS AND CITY OF MARSHALLTOWN, AGREEMENT EXPIRES AUGUST 22, 2023

Documents:

2022-06-13_2022-151_RES_DIA_28E_2022.pdf
2022-06-13_2022-151_MEMO_DIA_28E_2022.pdf
2022-06-13_2022-151_DIA_28E Agreement_2022.pdf

14. RESOLUTION 2022-152 APPROVING A TEMPORARY CONSTRUCTION EASEMENT AGREEMENT WITH MELINDA UITERMARKT FOR THE DEMOLITION OF 10 AND 12 WEST MAIN STREET

Documents:

2022-06-13_2022-152_Resolution Temporary Easement 10.12 W Main Demo.pdf
2022-06-13_2022-152_Memo Temporary Easement 10.12 W Main Demo.pdf
2022-06-13_2022-152_Temporary Construction Easement Agreement.pdf

15. RESOLUTION 2022-153 APPROVING CONTRACT CHANGE ORDER #9 FOR THE HANGAR, TERMINAL AND SITE IMPROVEMENTS PROJECT #APR19001, AN INCREASE OF \$4,658.19

Documents:

2022-06-13_2022-153_Resolution Approving APR19001 Increase CO.pdf

2022-06-13_2022-153_Memo_ARP 19-002_CO 9_2022
06 13.pdf
2022-06-13_2022-153_ARP19001 CO 9 Hangar
increase001.pdf

16. RESOLUTION 2022-154 TO APPROVE THE STATE
RECREATIONAL TRAIL APPLICATION FOR THE IOWA RIVER'S
EDGE TRAIL

Documents:

2022-06-13_2022-154_Resolution Approving State Rec
Trail App.pdf
2022-06-13_2022-154_Memo SRT Grant Application.pdf
2022-06-13_2022-154_Exhibit - B2 thru B5 pave_w
EOPC.pdf
2022-06-13_2022-154_Marshalltown 2022 State Rec Trail
App.pdf

17. RESOLUTION 2022-155 SETTING THE DATE FOR PUBLIC
HEARINGS AND ADDITIONAL ACTION ON PROPOSALS TO
ENTER INTO GENERAL OBLIGATION LOAN AGREEMENTS AND
TO BORROW MONEY THEREUNDER

Documents:

2022-06-13_2022-155_Set Hrgs (part rr) Repurpose GO CP
LAs (Marshalltown 45 2022)-v3.pdf
2022-06-13_2022-155_Memo Set PH for Changing
Purpose of 2017 and 2021 Bonds.pdf

18. RESOLUTION 2022-156 TO FIX A DATE FOR A PUBLIC HEARING
ON PROPOSAL TO ENTER INTO A SEWER REVENUE LOAN
AND DISBURSEMENT AGREEMENT AND TO BORROW MONEY
THEREUNDER IN A PRINCIPAL AMOUNT NOT TO EXCEED
\$13,125,000

Documents:

2022-06-13_1st Half Set Hrg Sewer Rev LDA (Marshalltown
49 2022)-v1.pdf
Memo to set public hearings for SRF loan.pdf

19. RESOLUTION 2022-157 APPROVING CONTRACT CHANGE
ORDER #1 FOR THE EDGEWOOD EXTENSION PROJECT
#STR19003, AN INCREASE OF \$9,675.00

Documents:

2022-06-13_2022-157_Resolution Approving STR19003
Increase CO.pdf
2022-06-13_2022-157_Memo - Edgewood 22 05 09 -
Change Order 1.pdf
2022-06-13_2022-157_Edgewood - Change Order 1.pdf

20. RESOLUTION 2022-158 APPROVING ENGINEER'S STATEMENT OF COMPLETION AND ACCEPTING WRH, INC FINAL CLARIFIER PROJECT, BEING PROJECT NO. WPC20001

Documents:

[2022-06-13_2022-158_Resolution Approving WPC20001 Completion.pdf](#)
[2022-06-13_2022-158_Memo - WPC 20-001 Final Clarifier Project.pdf](#)
[2022-06-13_2022-158_Statement of Completion - WPC 20001 - FC Rehab.pdf](#)

21. RESOLUTION 2022-159 ADOPTING THE COMMUNITY DEVELOPEMENT BLOCK GRANT SUBRECIPIENT PROCUREMENT POLICIES AND PROCEDURES

Documents:

[2022-06-13_2022-159_Resolution Adopting CDBG Policies and Procedures.pdf](#)
[2022-06-13_2022-159_Marshalltown Procurement Policy.pdf](#)

22. RESOLUTION 2022-160 APPROVING A CONSENT TO ASSIGNMENT OF A DEVELOPMENT AGREEMENT FROM SIMMS COMPANY LLC TO PINNACLE BANK

Documents:

[2022-06-13_2022-160_Resolution Approving Assignment 26 E Main.pdf](#)
[Assignment of Development Agreement.pdf](#)
[Executed Simms DA.pdf](#)

F. MOTIONS

1. MOTION TO APPROVE CLASS B BEER PERMIT WITH CLASS C NATIVE WINE PERMIT, OUTDOOR SERVICE & SUNDAY SALES FOR THE CENTRAL IOWA FAIRGROUNDS

Outdoor service area: courtyard, covered arena, outdoor arena, and east grass area.

G. RESOLUTIONS

1. RESOLUTION 2022-161 APPOINTING LYNCH DALLAS P.C. AS CITY ATTORNEY FOR THE CITY OF MARSHALLTOWN EFFECTIVE JULY 1, 2022, AND APPROVING A CONTRACT FOR LEGAL SERVICES

Documents:

[2022-06-13_2022-161_Resolution Appointing Lynch Dallas City Attorney.pdf](#)

[2022-06-13_2022-161_Memo Lynch Dallas Contract.pdf](#)
[2022-06-13_2022-161_Lynch Dallas Contract - Marshalltown.pdf](#)
[2022-06-13_2022-161_City Code Appointive Officers.pdf](#)

2. RESOLUTION 2022-162 AWARDING THE BID FOR THE DEMOLITION OF 24 NORTH 1ST AVENUE TO LANSING BROTHERS CONSTRUCTION INC. FOR A COST OF \$58,150

Documents:

[2022-06-13_2022-162_Resolution Awarding Demo Bid 24 N 1st Ave.pdf](#)
[2022-06-13_2022-162_Memo Awarding Demo Bid 24 N 1st Ave.pdf](#)

3. RESOLUTION 2022-163 ORDERING CONSTRUCTION OF THE ELKS PARK IMPROVEMENT PROJECT PRK21002, SETTING PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATED COST AND DIRECTING PUBLICATION OF NOTICE TO BIDDERS

Documents:

[2022-06-13_2022-163_Resolution Order Construction Elks Park Improvements PRK21002.pdf](#)
[2022-06-13_2022-163_Memo Order Construction Elks Park Improvements PRK21002.pdf](#)
[2022-06-13_2022-163_Project Pre-Planning Worksheet.pdf](#)
[2022-06-13_2022-163_Official Notice of Hearing and Letting.pdf](#)
[2022-06-13_2022-163_Elks Park Project Manual.pdf](#)
[2022-06-13_2022-163_Elks Park Plans.pdf](#)
[2022-06-13_2022-163_Elks Park Engineering Estimate.pdf](#)

4. RESOLUTION 2022-164 APPROVING A GRANT AGREEMENT WITH THE MOBIUS GROUP FOR EXTERIOR WALL REPAIRS AT 22 NORTH 1ST AVENUE

Documents:

[2022-06-13_2022-164_Resolution Approving Grant Agreement Mobius Group.pdf](#)
[2022-06-13_2022-164_Memo Approving Grant Agreement Mobius Group.pdf](#)
[2022-06-13_2022-164_Grant Agreement for Repair of Shared Wall.pdf](#)
[2022-06-13_2022-164_IEDA Nuisance Abatement Loan Budget.pdf](#)

5. RESOLUTION 2022-165 ESTABLISHING A COMPOST FEE

Documents:

[2022-06-13_2022-165_Resolution Setting Compost Utility Fee.pdf](#)
[2022-06-13_2022-165_Memo Compost Fee.pdf](#)
[2022-06-13_2022-165_Compost Council Slide 22 06 13.pdf](#)

6. PUBLIC HEARING AND RESOLUTION 2022-166 APPROVING THE IOWA STATE REVOLVING FUND ENVIRONMENTAL INFORMATION DOCUMENT

Documents:

[2022-06-13_2022-166_Resolution Approving the Iowa SRF Environmental Info Doc.pdf](#)
[2022-06-13_2022-166_PH_Memo - WPC 20-001 Headworks and Digester.pdf](#)
[2022-06-13_2022-166_PH_WPC Headworks_Marshalltown EID.pdf](#)

H. ORDINANCES

1. ORDINANCE 15042 TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA, REPEALING CHAPTER 58: VEGETATION AND ENACTING AND ADOPTING A NEW CHAPTER 58: VEGETATION

3RD READING

Documents:

[2022-06-13_ORD 15042_Repealing Chapter 58 and Adopting New Chapter 58 Vegetation \(3rd reading\).pdf](#)

2. ORDINANCE 15043 TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA BY REPEALING CODE SECTION 90.036 DOGS AT PUBLIC EVENTS

3RD READING

Documents:

[2022-06-13_ORD 15043_Repealing Code Section 90.036 Dogs at Public Events \(3rd reading\).pdf](#)
[2022-06-13_ORD 15043_Memo Dogs at Public Events.pdf](#)

3. ORDINANCE 15044 TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA BY AMENDING CHAPTER 77 PARKING SCHEDULES

1ST READING

WAIVE 2ND & 3RD READING

Documents:

[2022-06-13_ORD 15044 Amend Ch 77 Parking Schedules.docx](#)
[2022-06-13_ORD 15044_Memo Ch 77 Parking Schedule Rev.docx](#)
[2022-06-13_ORD 15044_MARKUP Chapter 77 Parking Schedules.pdf](#)

1. MOTION TO WAIVE THE 2ND AND 3RD READINGS OF ORDINANCE 15044 TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA BY AMENDING CHAPTER 77 PARKING SCHEDULES

I. **DISCUSSION**

1. DISCUSSION - Animal Rescue League Contract

Documents:

[Memo - ARL Contract.pdf](#)
[04-27-2015_2015-046_Signed Res ARL Contract 2015-2016 and ext 2016-2017.pdf](#)

2. DISCUSSION - Work Session To Discuss Franchise Fee

Documents:

[Memo- Franchise Fee Work Session.pdf](#)
[Franchise Fees _ Iowa Utility Association.pdf](#)

3. DISCUSSION - City Attorney Attendance At Council Meetings

Documents:

[Memo City Attorney Council Manual.pdf](#)
[2021-09-13_2021-239_Council Manual.pdf](#)

4. DISCUSSION - Automated Traffic Enforcement

Documents:

[ATE Memo 06092022.pdf](#)

J. **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.

K. **ADJOURNMENT**

MISSION STATEMENT

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

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

COUNCIL PROCEEDINGS
MAY 23, 2022

Mayor Greer called the meeting to order at 5:30 PM, May 23, 2022, at the City Hall Council Chambers, 10 W State Street, and led the pledge of allegiance. Roll call—Present: Hoop, Isom, Kell, Ladehoff, Schneider, Thompson, Walker. Chief Tupper presented Lieutenant Tricia Thein with the Marshalltown Police Department Employee of the Year. Brian Demoss was recognized for 10 years of service. Councilor Thompson noted the Corvette Club of Central Iowa enjoyed a visit to the Flying Elbow over the weekend.

CONSENT AGENDA

Motion by Schneider, second by Isom to adopt the consent agenda: APPROVE MINUTES 05/09/22 MEETING AND BILL LIST \$1,706,435.13; APPROVE LIQUOR LICENSE RENEWALS FOR GIT-N-GO CONVENIENCE STORES #34, 3302 S CENTER ST, GIT-N-GO CONVENIENCE STORES #35, 902 W LINCOLNWAY, EL PORTAL, 1716 S CENTER ST, JB'S BAR, 915 TURNER ST; APPROVAL OF RENEWAL APPLICATIONS FOR STATE OF IOWA RETAIL CIGARETTE, TOBACCO, NICOTINE AND VAPOR LICENSES, THROUGH 6/30/2023 FOR FAREWAY STORES, INC #467, 102 W ANSON ST, WALGREENS #03196, 5 E ANSON ST, 7 RAYOS LIQUOR STORE, 120 E MAIN ST, GOLDENLAND ASIAN FOOD, 11 E STATE ST; APPROVE CIVIL SERVICE LISTS-PARKING ENFORCEMENT OFFICER AND POLICE OFFICER; APPROVE APRIL 2022 FINANCIAL STATEMENTS; RESOLUTION 2022-132 AUTHORIZING THE USE OF COUNCIL-DESIGNATED LOCAL OPTION SALES TAX FOR THE PUBLIC SAFETY CAMERA PROGRAM; RESOLUTION 2022-133 AMENDING PERSONNEL POLICY 1.4 – APPROPRIATE USE OF THE CITY OF MARSHALLTOWN'S COMPUTING, NETWORK RESOURCES AND EQUIPMENT; RESOLUTION 2022-134 AMENDING THE POLICY FOR THE EXAMINATION AND COPYING OF PUBLIC RECORDS; RESOLUTION 2022-135 APPROVING A DEVELOPMENT AGREEMENT WITH SIMMS COMPANY LLC FOR A \$250,000 CATALYST BUILDING REMEDIATION GRANT FOR THE CREATION OF UPPER STORY HOUSING; RESOLUTION 2022-136 TO APPROVE A SECOND 6-MONTH EXTENSION OF TIME TO COMPLETE THE CITY CODE UPGRADE GRANT WORK FOR 210 E. MAIN STREET; RESOLUTION 2022-137 APPROVING CONTRACT CHANGE ORDER #3 FOR THE RIVERVIEW PARK STORM WATER PUMP STATION RETAINING WALL; RESOLUTION 2022-138 APPROVING A DEVELOPMENT AGREEMENT WITH JOSEPH AND JANELLE CARTER FOR THE \$300,000 DOWNTOWN HOUSING GRANT; RESOLUTION 2022-139 APPROVING CONTRACT CHANGE ORDER #8 FOR THE AIRPORT HANGAR AND TERMINAL PROJECT #ARP19002, A DECREASE OF \$28,947.32; RESOLUTION 2022-140 ALLOWING OPEN CONTAINERS ON PUBLIC WAYS FOR A NEIGHBORHOOD BLOCK PARTY; RESOLUTION 2022-141 TO AMEND THE POLICY AND PROCEDURES FOR PERSONALLY IDENTIFIABLE INFORMATION AND PROTECTED PERSONALLY IDENTIFIABLE INFORMATION FOR THE CITY OF MARSHALLTOWN. Motion carried 6-1, Hoop dissenting.

MOTIONS

Motion by Ladehoff, second by Schneider to APPROVE 5-DAY LIQUOR LICENSE FOR IMPALA BALLROOM AT THE CENTRAL IOWA FAIRGROUNDS ARENA WITH

OUTDOOR SERVICE FOR A RODEO & CONCERT ON 06/11/22. Motion carried 6-1, Hoop dissenting.

Motion by Schneider, second by Isom to APPROVE NEW CLASS C LIQUOR LICENSE WITH OUTDOOR SERVICE FOR MIDNIGHT BALLROOM LLC AT 1501 S 17TH AVE. Motion carried 6-1, Hoop dissenting.

Motion by Isom, second by Schneider to APPROVE TEMPORARY OUTDOOR SERVICE AMENDMENT FOR THE 918 ON 06/12/22. Motion carried 6-1, Hoop dissenting.

RESOLUTIONS

Motion by Ladehoff, second by Isom to adopt RESOLUTION 2022-142 ACCEPTING BID AND AUTHORIZING THE AWARD OF CONTRACT FOR THE STATE STREET RECONSTRUCTION PROJECT #STR21004 IN THE CITY OF MARSHALLTOWN, IOWA IN THE AMOUNT OF \$6,062,985.50. Heather Thomas, Public Works Director advised the low bid was Con-Struct Inc. Due to supply chain issues the construction may be between the 2023 and 2024 seasons. Motion carried 7-0.

Motion by Thompson, second by Schneider to adopt RESOLUTION 2022-143 ACCEPTING BID AND AUTHORIZING THE AWARD OF CONTRACT FOR THE 2020 SANITARY SEWER CIPP PROJECT #SAN21001 IN THE CITY OF MARSHALLTOWN, IOWA IN THE AMOUNT OF \$4,768,210.10. Heather Thomas, Public Works Director advised the low bid was Municipal Pipe Tool Co. LLC. The project will complete work under the administrative consent order through the Iowa DNR. The substantial completion date is September 22, 2023. Motion carried 7-0.

ORDINANCES

Motion by Isom, second by Schneider to adopt the third reading of ORDINANCE 15041 TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA CHAPTER 118 PEDDLERS, SOLICITORS, TRANSIENT MERCHANTS. Motion carried 7-0.

Motion by Isom, second by Schneider to adopt the second reading of ORDINANCE 15042 TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA, REPEALING CHAPTER 58: VEGETATION AND ENACTING AND ADOPTING A NEW CHAPTER 58: VEGETATION. Motion carried 6-1, Thompson dissenting.

Motion by Ladehoff, second by Isom to adopt the second reading of ORDINANCE 15043 TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA BY REPEALING CODE SECTION 90.036 DOGS AT PUBLIC EVENTS. Motion carried 6-1, Schneider dissenting.

DISCUSSION

Jessica Kinser, City Administrator presented TIF incentive options for the Karl of Marshalltown renovation and construction at 906 and 1000 N 3rd Ave. The project would be included in the creation of Urban Renewal Area #7. Public comment: Mark Eaton, 1007 S 10th Ave, suggested creating a 10-year tax abatement for the project instead of using TIF. Motion by Ladehoff, second by Walker to move forward with TIF incentive option 3 with a 10-year sliding scale for Karl of Marshalltown. Motion carried 6-1, Hoop dissenting.

Jessica Kinser, City Administrator presented a request from Karl of Marshalltown to purchase city-owned land in order to move an equipment storage building at 1000 N 3rd Ave to 906 N 3rd Ave. This would require the creation of a parcel 55 feet wide and 150 feet in length with noted contingencies. Motion by Ladehoff, second by Schneider to proceed with the sale of land. Motion carried 7-0.

Diana Steiner, Finance Director advised there is \$540,000 remaining in the 2017 Bond Funds from the Police/Fire Building. Staff would like to redirect the funds to the 2021 bond since an arbitrage computation is required at the end of 5 years this September. Motion by Schneider, second by Isom to move forward with 2 public hearings to redirect the 2017 bond to essential corporate purpose and the 2021 bond to general corporate purpose. Motion carried 7-0.

David Rierson, Fire Chief presented further information on the number of overlapping calls. Council discussion included staffing needs, how EMS calls are handled, private services, and what other communities are doing.

Jessica Kinser, City Administrator presented a draft resolution to implement a compost fee and set forth the rules and regulations for charging such a fee. Public comment: Mark Eaton, 1007 S 10th Ave, advised according to the Iowa Supreme Court you can't generate revenue from a fee and a fee has to create a special award, and you can't create a utility without a public vote. Linda Clark, 306 S 2nd Ave, objects to putting this fee on a water bill and feels it is not fair since not everyone pays for water. Motion by Schneider, second by Isom to implement a \$1.50 per month compost fee to start 7/1, for residential and commercial residents. Motion carried 4-3, Hoop, Thompson, Walker dissenting.

PUBLIC COMMENT

N/A

ADJOURNMENT

The meeting adjourned at 7:21 pm.

Respectfully Submitted,



Alicia Hunter, City Clerk

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

BILL LIST 06/13/22

Advertising

Column Software/9	780.40
Great.Wstrn.Bnk/7	663.93
GRIMES.BUCK.SCH/1	24.05
Trending.Media/2	370.00

Buildings/Improvements

Crescnt.Electrc/1	608.20
Great.Wstrn.Bnk/5	546.34

Consulting & Professional Fees

Bernie.Lowe/2	113.51
Bolton&Menk.Inc/7	25,277.00
Calhoun-Burns/1	10,214.90
Cayler, Jeffrey/1	1,975.78
Great.Wstrn.Bnk/1	75.00
GRIMES.BUCK.SCH/3	3,085.00
Guy, Brian/1	563.80
Health.Partners/1	12,008.03
Iowa.One.Call/3	294.50
Logan,J/1	513.49
Lynch.Dallas.PC/6	8,327.58
MarshallCo.Abst/2	250.00
Mediacom Broad/4	1,566.00
Mtown.Partnersh/1	3,708.00
Stanard.Assoc/1	235.28
Stanley.Consult/1	15,568.00
Tyler.Technolog/1	52.50

Contracts

AAA.Septic/1	310.00
ARL/1	4,333.37
BDH/12	6,221.24
Bjelland.Plmbg/5	12,771.08
Botello,A/1	11,457.50
Calhoun-Burns/1	910.00
Construct/1	4,633.48
Fisher.Comm.Ctr/1	8,333.37
Gentry,S/1	30,000.00
Great.Wstrn.Bnk/4	1,084.04
Hanke,R/1	401.40
HANSEN,J/3	2,468.00
Hansen,S/3	3,346.00
Hawkeye.Truck/2	9,785.00
ITC Midwest/1	11,517.00
Koch.Office/4	52.13
Kyaw,W/1	3,600.00
Marsh.Co.Landfi/1	113.70
Midw.Auto.Fire/1	258.20
MRI.Software/2	24.00
Mtown.Partnersh/1	5,000.00
Mtwn.Aviation/2	4,416.00
Premier.Equip/1	53.24
RDG.Planning/1	17,490.56
Region 6/3	7,580.00
RICOH.USA.INC/6	113.30
Schendel.Pest.C/2	82.84
Stone.Sanit/9	2,317.90

TriTech Softwar/2	4,095.21
Tyler.Technolog/2	5,068.46
Veenstra&Kimms/1	14,438.80
Xerox.Corp/1	42.28

Debt Service

IA.Finance.Auth/3	195,234.99

Equipment

Construct/1	68,327.25

Equipment/Minor

Ziegler/1	3,809.95

Library Books

Great.Wstrn.Bnk/6	262.89

Medical

Bernie.Lowe/2	1,370.02
HARTFORD.ACCTS/1	6,597.56
Health.Partners/7	180,417.84
Hunter Lane LLC/4	829.12
McFarland.Cl/1	36.96
Occ.Med.Plus/1	115.00

Payroll.Net

Payroll/2	626,321.36

Refund/Reimbursed

Ayala,Esperanza/1	25.00
Brito, Jesus C/1	60.00
Clawsom, Chad/1	60.89
DeRuiter,K/1	48.48
Doege,Margarita/1	80.86
Dougall,H/1	25.00
Eigenberger,C/1	21.97
Erom,C/1	21.97
FOX,S/1	63.28
Gomez,A/1	41.58
Great.Wstrn.Bnk/19	476.90
Health.Partners/3	-19,616.62
Koch.Jr.,Mel/1	60.89
Luethje,Richard/1	50.00
Maxwell, Autumn/1	21.97
Menards/2	-54.96
O'Shea,Patrick/1	31.64
Perez,N/1	35.17
Rodriguez,Karin/1	21.89
Roe,A/1	63.28
Sanchez,A/1	60.89
Steward,A/1	62.82
Troutner,Shawn/1	39.06
Zamora,R/1	60.89

Rents/Leases

Ackley.Housing/2	278.00
ALCALA,R/1	343.00
Alejo, Jerry/1	183.00
AMES,STEVEN/27	7,813.00
Barnes,L/1	239.00
BJ&J.LLC/1	265.00
BLOOD,A/3	1,193.00
Borota,K/2	580.00

BILL LIST 06/13/22

BOULDER.COOP.HS/3	930.00	Pizano, Serio/1	151.00
Brodin,C/1	114.00	Premier.RE.Mgmt/8	3,632.00
Buckaroo.LLC/2	841.00	PremierIowaCity/8	2,561.00
Bunch, John/1	275.00	RA.Rental.Prop/1	478.00
Burr,Robert/3	629.00	RD.Toledo,LLP/2	838.00
Charlier,Q/1	129.00	Reed,T/6	2,451.00
Chedester,James/1	400.00	River.Birch/5	1,609.00
Chilton,M/1	450.00	River.Oaks/9	3,776.00
CIRSI/9	768.00	Schmidt,M/1	400.00
CMHC.INVEST/1	244.00	SCOTT,L/1	434.00
Colson, Mary/1	209.00	SESKER,R/1	189.00
D.D.Rentals/1	311.00	Squire,B/1	191.00
Daters, Toni Ra/1	549.00	Steelsmith,G/3	1,029.00
DC Brown Rental/2	702.00	Sunrise.Apt/1	116.00
ECKLOR,S/3	1,069.00	Swiff, Scott/1	370.00
Elwayne.Inc./4	1,498.00	Switzer,T/1	375.00
Engel, Drew/1	184.00	Tacoma Housing/1	901.00
EPC LC/5	1,182.00	Tallcorn.Tower/26	7,369.00
EPM IA LLC/1	272.00	TOWN.APARTMENT/2	210.00
Etter, W/1	482.00	Walker, Angela/1	282.00
Eubanks,C/1	284.00	Weatherly.Erin/1	663.00
Ferneau, Gary/2	985.00	Worent.Inc/2	616.00
Friendly. Valley/3	332.00	Worsfold Farm/1	364.00
Gonzales,G/1	551.00	Service/Repairs	
Gorrell, Joseph/1	430.00	AAA.Septic/2	335.00
Gossard.Mobile/1	270.00	AG.LIME.TRUCKG/2	1,420.00
Grant.Park.LLC/24	5,713.00	Airgas.U.S.A./1	53.94
Gray,D/3	1,494.00	Aponte,M/1	27.00
Hala,J/5	2,212.00	Bjelland.Plmbg/1	132.49
HARRIS,T/1	324.00	Bly Mowing/1	1,245.00
Hatch,R/4	1,946.00	Century.Link/79	1,470.87
Hilltop.Village/6	1,001.00	Clemons.Inc./1	178.50
Hodges,K/1	507.00	Devig,T/17	2,264.40
HUBBARD.MAPLE/1	171.00	Fexsteve Ltd Co/2	29,750.00
Ibarra,Mayra/1	172.00	FIRSTNET.ATT/14	1,376.62
JB.I.COOP.Assn/4	1,319.00	FrontlinePublic/1	1,200.00
Judge,M/5	1,493.00	Gale-Hazen,K/1	270.00
Klinefelter,R/1	450.00	Great.Wstrn.Bnk/40	9,971.20
Kramer,M/1	218.00	Grewell Lawn/1	1,660.00
LAWSON,R/1	49.00	Hansen,S/1	120.00
Lawthers.Prop.M/1	222.00	Heart.of.Iowa/3	839.80
LBO Investments/1	467.00	I.C.A.P./1	1,226.00
Lopez, Jaime/1	395.00	Insight.Public./1	488.39
LUENSE,B/8	3,634.00	Johnson,Alesha/1	31.00
Mansager, C/1	301.00	Kapaun.Brown/1	602.34
Marion.Manor2/1	559.00	Kastein, Elizab/1	15.00
Marshalltown.Sr/11	3,604.00	Language.Line.S/1	962.61
Moore, Michelle/1	426.00	Lynch.Dallas.PC/1	60.00
Mtwn/Westown/24	6,242.00	Marsh.Co.Landfi/1	106.15
Nelson,L/1	288.00	McAtee.Tire/3	593.95
North.Tama.Hsg/2	285.00	Mediacom/1	395.84
Oetker,D/2	414.00	Midwest.Radar/1	520.00
Optimal Life/1	39.00	Miller, Coltyn/2	11.50
Palisade.Holdng/1	206.00	Mtwn.Aviation/1	30.05
Pilot.Creek/1	120.00	Mtwn.Wtrwrks/3	8,515.73

BILL LIST 06/13/22

Occ.Med.Plus/1	179.00	Macqueen.Equip/2	2,449.40
Ordaz,Jose/1	550.00	Martin.Marietta/1	964.03
Perry, Sarah/1	120.00	McAtee.Tire/3	2,341.38
QMG.Inc./1	102.00	Menards/18	604.01
Racom.Corp/2	1,040.00	Midland.Scienti/6	1,135.81
Raven Creek/5	731.20	Motorola Solut/1	4,650.00
Samuel,Twyna/1	68.00	Murphy.Tractor./1	454.41
Scharnweber.Wtr/1	27.00	Napa.Auto/9	464.26
Schmudlach,Cody/1	10.00	Northern.Lights/2	3,779.25
Shattuck,Tracy/1	10.00	Northern.Tool.E/3	2,180.91
Squires,Chris/1	40.00	Norton.Greenhse/1	1,392.50
T.S.Y.S./2	112.62	Nutrien.Ag.Sol/1	995.00
Tacoma Housing/1	43.18	Office.Express/3	393.88
Vajgrt.R/1	600.00	Park,K/1	3,978.00
Verizon.Wireles/3	93.40	Plumb.Supply/1	243.85
Vung, Cing/1	63.00	Putze Ink/1	750.00
Weatherly,Cass/1	31.00	QMG.Inc./1	15.95
Werner,Jessica/1	13.00	Racom.Corp/3	187.00
Wilson, Ranae/1	13.00	Rangemaster.Tra/2	2,076.00
Witmer.Public.S/1	14.52	Raven Creek/1	20.00
WRH Inc/1	4,750.00	ReflectiveAppar/1	1,017.45
Ziegler/2	5,820.39	Reliant.Fire.Ap/2	1,377.73
Supplies/Parts		SE.Jones.Indust/2	1,350.50
Acco.Unlimited/2	4,033.50	ShoBiz,Minutema/4	808.91
Adland.Engrvg/2	182.90	Southern Source/3	3,540.20
Arnold.Motor.Su/26	1,228.00	Spahn.Rose.Lmbr/1	4.34
Atlantic.Bottli/1	2,149.48	Stevenson,K/1	44.54
BDH/1	25.00	Streichers.Inc/7	298.88
Bitumnous/3	1,326.06	Thiesens.Supply/24	1,036.38
Bound.Tree.Medi/1	12.89	Thompsons True/1	35.28
Browns.Shoe.Fit/4	374.00	Tri.State.Lock/1	26.00
Cessford.Constr/11	9,597.11	Vajgrt.R/2	221.18
City.Laundering/9	547.75	Van.Meter.Inc/1	2,498.34
Clemons.Inc./1	92.64	Vanwall Equip/1	819.18
Cntrl.IA.Farm/4	174.91	Witmer.Public.S/3	268.47
CTI Ready Mix/7	3,654.37	Travel/Training	
Diamond Vogel/2	323.31	Great.Wstrn.Bnk/17	901.61
Electric.Pump/1	6,223.10	Utilities	
Emblem Enter/1	1,372.90	Alliant.Energy/63	36,383.40
Euroins.Test/1	88.20	I.R.U.A./1	158.00
Fastenal.Co/2	87.12	Mtwn.Aviation/1	62.50
Fire Serv Trn/2	100.00	Mtwn.Wtrwrks/1	1,077.98
Galls.LLC/14	1,240.14	WoodRiver.Enrgy/3	1,574.70
Gervich.Sons/1	228.00	Wage Assignment	
Gillig.LLC/3	1,105.30	American.Educa./2	128.82
Great.Wstrn.Bnk/114	26,913.43	Collection.Svs./9	2,568.38
Grimes.Asphalt/1	2,241.10	Colonial.Life/4	827.56
Hogan.Mfg/1	328.94	Entenmann.Rovin/1	262.00
Homes.Radiator/2	3,570.00	Family Sup Pay/2	276.92
IA.CountyAtty/1	280.00	Fidelity.Securt/4	914.49
IA.Prison.Ind/1	90.00	Galls.LLC/1	3.07
Interstate Batt/1	140.95	Great.Wstrn.Bnk/12	653.68
Jensen.Inc/1	57.50	I.P.E.R.S./9	79,560.06
Keystone.Lab/2	248.75	I.R.S./12	171,705.05
Lynch.Dallas.PC/1	93.90	IA.Treasurer/4	35,709.75

BILL LIST 06/13/22

ICMA457Mission/22	29,634.86
Linn.Co.Sheriff/2	652.56
M.F.P.R.S.I./4	128,821.33
TotalAdmin.Serv/10	14,003.57
United.Way/4	1,567.76
Total/1249	2,110,792.19

BILL LIST 06/13/22

Account Number	Vendor Name	Description (Item)	Amount
001.1010.4875.000	GREAT WESTERN BANK	Refund for tax on an order	\$ (8.05)
001.1010.5132.000	BROWNS SHOE FIT CO	PD employee allowance	\$ 126.00
001.1010.5132.000	BROWNS SHOE FIT CO	PD employee allowance	\$ 120.00
001.1010.5132.000	BROWNS SHOE FIT CO	PD employee allowance	\$ (12.00)
001.1010.5132.000	BROWNS SHOE FIT CO	PD employee allowance	\$ 140.00
001.1010.5132.000	EMBLEM ENTERPRISES	patches	\$ 1,372.90
001.1010.5132.000	GALLS LLC	PD employee clothing allowance	\$ 209.30
001.1010.5132.000	GALLS LLC	PD hand cuffs	\$ 60.52
001.1010.5132.000	GALLS LLC	PD employee clothing	\$ 69.70
001.1010.5132.000	GALLS LLC	PD employee clothing	\$ 110.50
001.1010.5132.000	GALLS LLC	PD employee clothing	\$ 107.43
001.1010.5132.000	GALLS LLC	PD employee clothing	\$ 154.70
001.1010.5132.000	GALLS LLC	PD employee clothing	\$ 85.00
001.1010.5132.000	GALLS LLC	PD employee clothing	\$ 11.05
001.1010.5132.000	GALLS LLC	PD employee clothing	\$ 89.25
001.1010.5132.000	GALLS LLC	PD employee clothing	\$ 69.70
001.1010.5132.000	GALLS LLC	PD employee clothing	\$ 82.00
001.1010.5132.000	GALLS LLC	PD employee clothing	\$ 102.00
001.1010.5132.000	GALLS LLC	PD employee clothing	\$ (82.00)
001.1010.5132.000	STEVENSON, KIEL S	gun holster	\$ 44.54
001.1010.5132.000	STREICHER'S INC	trauma plates	\$ 96.00
001.1010.5132.000	STREICHER'S INC	trauma plate	\$ 24.00
001.1010.5132.000	STREICHER'S INC	tactical assault carrier	\$ 218.00
001.1010.5132.000	STREICHER'S INC	return black carrier	\$ (99.99)
001.1010.5132.000	STREICHER'S INC	return trauma plates	\$ (120.00)
001.1010.5132.000	STREICHER'S INC	PD Carrier	\$ 99.99
001.1010.5132.000	Witmer Public Safety Group Inc	fire dept leather decal	\$ 49.09
001.1010.5132.000	Witmer Public Safety Group Inc	PD employee clothing	\$ 185.00
001.1010.5230.000	GREAT WESTERN BANK	Intel requests	\$ 75.00
001.1010.5230.000	CAYLER, JEFFREY	Police Captain assessment center process	\$ 1,975.78
001.1010.5230.000	Guy, Brian	Police captain Assessment Center process	\$ 563.80
001.1010.5230.000	LOGAN, JEREMY	Police Captain Assessment center process	\$ 513.49
001.1010.5230.000	STANARD & ASSOCIATES INC	Law enforcement testing	\$ 235.28
001.1010.5342.000	MARSHALL COUNTY LANDFILL	construction debris	\$ 113.70
001.1010.5342.000	SCHENDEL PEST CONTROL INC	PD Monthly service	\$ 49.05
001.1010.5347.000	BDH INFORMATION TECHNOLOGY LLC	Block time of hours - PD 20 hrs/mo	\$ 1,266.25
001.1010.5347.000	BDH INFORMATION TECHNOLOGY LLC	Backup 4500 Veeam backup/ recovery -PD	\$ 38.80
001.1010.5347.000	BDH INFORMATION TECHNOLOGY LLC	PD Covert internet service	\$ 79.34
001.1010.5360.000	GREAT WESTERN BANK	Postage/Shipping	\$ 5.11
001.1010.5360.000	GREAT WESTERN BANK	Postage/Shipping	\$ 17.99
001.1010.5360.000	GREAT WESTERN BANK	Postage/Shipping	\$ 21.08
001.1010.5360.000	GREAT WESTERN BANK	Postage/Shipping	\$ 174.00
001.1010.5360.000	GREAT WESTERN BANK	Postage/Shipping	\$ 50.00
001.1010.5360.000	Witmer Public Safety Group Inc	shipping	\$ 14.52
001.1010.5370.000	Sho Biz Inc dba Minuteman	PD restore photo	\$ 22.21
001.1010.5410.000	MCATEE TIRE SALES & SERVICE INC	PD #527 tire and labor	\$ 36.50
001.1010.5410.000	MCATEE TIRE SALES & SERVICE INC	PD vehicle tire and labor	\$ 177.45
001.1010.5410.000	MIDWEST RADAR & EQUIPMENT	radar repairs	\$ 520.00
001.1010.5431.000	LANGUAGE LINE SERV INC	over the phone interpretation services	\$ 962.61
001.1010.5450.000	GREAT WESTERN BANK	MONTHLY CHARGES FOR TELEPHONES/AIR CARDS	\$ 189.12
001.1010.5450.000	CENTURYLINK	ALL PHONE LINES	\$ 106.15
001.1010.5450.000	CENTURYLINK	TRUNK LINES	\$ 94.46
001.1010.5450.000	CENTURYLINK	TRUNK LINES	\$ 94.46
001.1010.5451.000	GREAT WESTERN BANK	MONTHLY CHARGES FOR TELEPHONES/AIR CARDS	\$ 839.92
001.1010.5460.000	GREAT WESTERN BANK	Training registration for Officer Speirs	\$ 995.00
001.1010.5460.000	GREAT WESTERN BANK	Training registration for Det Tejada	\$ 208.95
001.1010.5460.000	GREAT WESTERN BANK	Training registration for Det Bowermaster	\$ 208.95
001.1010.5460.000	IOWA COUNTY ATTORNEYS ASSOC	Iowa Acts of Interest Registration	\$ 280.00
001.1010.5462.000	GREAT WESTERN BANK	parking	\$ 20.00
001.1010.5464.000	GREAT WESTERN BANK	Meals during training for Sgt Hillers	\$ 10.00
001.1010.5464.000	GREAT WESTERN BANK	Meals during training for Officer Garcia	\$ 9.30
001.1010.5464.000	GREAT WESTERN BANK	Meals during training for Officer Wolken	\$ 9.30
001.1010.5464.000	GREAT WESTERN BANK	Meals during training for Officer Speirs	\$ 9.94
001.1010.5464.000	GREAT WESTERN BANK	Meals during training for Sgt Hillers	\$ 10.00
001.1010.5464.000	GREAT WESTERN BANK	Meals during training for Officer Svoboda	\$ 8.66

001.1010.5464.000	GREAT WESTERN BANK	Meals Jones & Batterson	\$	20.00
001.1010.5464.000	GREAT WESTERN BANK	Meals during training for Sgt Hillers	\$	9.04
001.1010.5464.000	GREAT WESTERN BANK	Meals during training for Sgt Hillers	\$	9.04
001.1010.5464.000	GREAT WESTERN BANK	Meals during training for Officer Garcia	\$	9.20
001.1010.5464.000	GREAT WESTERN BANK	Meals during training for Officer Wolken	\$	10.00
001.1010.5464.000	GREAT WESTERN BANK	Meals training for Officer Svoboda	\$	13.90
001.1010.5464.000	GREAT WESTERN BANK	Meals during training Cpt Jones & Cpt Batterson	\$	21.77
001.1010.5465.000	GREAT WESTERN BANK	Lodging Svoboda during training	\$	335.97
001.1010.5465.000	GREAT WESTERN BANK	Lodging Jones/ Batterson training	\$	131.83
001.1010.5465.000	GREAT WESTERN BANK	Lodging Jones/ Batterson training	\$	263.66
001.1010.5471.000	Putze Ink	PD team build training	\$	750.00
001.1010.5565.000	ARNOLD MOTOR SUPPLY LLP	PD Edge strut assembly	\$	(290.66)
001.1010.5565.000	ARNOLD MOTOR SUPPLY LLP	PD Task Force brake pads	\$	(39.13)
001.1010.5565.000	ARNOLD MOTOR SUPPLY LLP	PD van wheel stud	\$	4.64
001.1010.5565.000	ARNOLD MOTOR SUPPLY LLP	PD Truck oil filter	\$	4.80
001.1010.5565.000	ARNOLD MOTOR SUPPLY LLP	PD Task Force vehicle brake pads	\$	47.44
001.1010.5565.000	ARNOLD MOTOR SUPPLY LLP	PD #516 blower motor	\$	71.09
001.1010.5565.000	ARNOLD MOTOR SUPPLY LLP	PD Task Force vehicle brakes	\$	151.03
001.1010.5565.000	ARNOLD MOTOR SUPPLY LLP	PD #557 complete strut assemblys	\$	275.52
001.1010.5565.000	MCATEE TIRE SALES & SERVICE INC	PD #527 tire and labor	\$	152.91
001.1010.5565.000	MCATEE TIRE SALES & SERVICE INC	PD vehicle tire and labor	\$	358.35
001.1010.5570.000	GREAT WESTERN BANK	Fuel for travel to/from training	\$	72.22
001.1010.5570.000	GREAT WESTERN BANK	Fuel for travel to/from training	\$	47.95
001.1010.5570.000	GREAT WESTERN BANK	Fuel for travel to/from training	\$	59.42
001.1010.5600.000	GREAT WESTERN BANK	Gloves for patrol	\$	179.95
001.1010.5600.000	GREAT WESTERN BANK	Crime scene tech supplies	\$	622.65
001.1010.5600.000	GREAT WESTERN BANK	Mop heads	\$	8.72
001.1010.5600.000	GREAT WESTERN BANK	Mop heads, paper towels	\$	109.34
001.1010.5600.000	MENARDS	gallon totes, pail, stapler, bandages	\$	83.71
001.1010.5600.000	MENARDS	PD vehicle key tags	\$	11.95
001.1010.5600.000	OFFICE EXPRESS	PD towels	\$	268.36
001.1010.5600.000	OFFICE EXPRESS	PD sponges, post it notes, toilet paper	\$	112.68
001.1010.5600.000	RACOM CORPORATION	listen only earpiece	\$	46.00
001.1010.5600.000	RACOM CORPORATION	ear molds and belt clips	\$	36.00
001.1010.5600.000	STREICHER'S INC	distraction devices	\$	80.88
001.1010.5601.000	ADLAND ENGRAVING CO INC	MPD distinguished service plaque	\$	115.90
001.1010.5601.000	ADLAND ENGRAVING CO INC	MPD employee of the year- THEIN	\$	67.00
001.1010.5605.000	GREAT WESTERN BANK	Ink cartridges	\$	48.00
001.1010.5605.000	GREAT WESTERN BANK	Binder, notepads	\$	42.05
001.1010.5605.000	GREAT WESTERN BANK	Copy paper, correction tape	\$	47.88
001.1010.5605.000	OFFICE EXPRESS	PD sponges, post it notes, toilet paper	\$	12.84
001.1010.5718.000	GREAT WESTERN BANK	Small vacuum for training room	\$	154.99
001.1030.5481.000	ALLIANT ENERGY	25 N Center St Civil Defense Sirens	\$	100.00
001.1030.5481.000	ALLIANT ENERGY	Tornado siren	\$	20.35
001.1050.5132.000	GALLS LLC	Fire dept employee clothing	\$	170.99
001.1050.5132.000	Witmer Public Safety Group Inc	Ringers rescue gloves	\$	34.38
001.1050.5344.000	TriTech Software Systems	CAD custom interface annual main	\$	2,813.00
001.1050.5344.000	TriTech Software Systems	CAD maintenance 1/26/21-1/25/22	\$	1,282.21
001.1050.5360.000	GREAT WESTERN BANK	STAMPS	\$	58.00
001.1050.5413.000	RELIANT FIRE APPARATUS inc	Aerial Ladder repair	\$	1,320.38
001.1050.5450.000	GREAT WESTERN BANK	WIRELESS	\$	489.81
001.1050.5450.000	CENTURYLINK	ALL PHONE LINES	\$	38.60
001.1050.5450.000	CENTURYLINK	TRUNK LINES	\$	34.35
001.1050.5450.000	CENTURYLINK	TRUNK LINES	\$	34.35
001.1050.5460.000	GREAT WESTERN BANK	FIRE INSPECTOR CERTIFICATION	\$	50.00
001.1050.5460.000	Fire Services Training Bureau	fire inspector certification fee	\$	50.00
001.1050.5460.000	Fire Services Training Bureau	fire officer certification fee	\$	50.00
001.1050.5565.000	ARNOLD MOTOR SUPPLY LLP	FD #12 air filter	\$	15.59
001.1050.5565.000	RELIANT FIRE APPARATUS inc	door latch system cable	\$	57.35
001.1050.5600.000	ARNOLD MOTOR SUPPLY LLP	Fire dept shampoo plus	\$	86.23
001.1050.5600.000	ARNOLD MOTOR SUPPLY LLP	Fire dept oil dry	\$	105.72
001.1050.5600.000	RACOM CORPORATION	Fire dept battery	\$	105.00
001.1050.5630.000	Bound Tree Medical LLC	Fire dept glucose gel	\$	12.89
001.1070.5342.000	Veenstra & Kimms Inc	Building Official/Engineer	\$	14,438.80
001.1070.5450.000	GREAT WESTERN BANK	TELEPHONE	\$	21.34
001.1070.5450.000	CENTURYLINK	ALL PHONE LINES	\$	9.65
001.1070.5450.000	CENTURYLINK	TRUNK LINES	\$	8.59
001.1070.5450.000	CENTURYLINK	TRUNK LINES	\$	8.59
001.1070.5565.000	Interstate Batteries of Upper Iowa	Housing vehicle #6	\$	140.95

001.1071.5450.000	GREAT WESTERN BANK	TELEPHONE	\$ 55.99
001.1071.5450.000	CENTURYLINK	ALL PHONE LINES	\$ 9.65
001.1071.5450.000	CENTURYLINK	TRUNK LINES	\$ 8.59
001.1071.5450.000	CENTURYLINK	TRUNK LINES	\$ 8.59
001.1071.5600.000	GREAT WESTERN BANK	CANNED SMOKE (TAX REIMB)	\$ (13.60)
001.1075.5230.000	Bolton & Menk Inc	Civil services and GIS services	\$ 270.00
001.1075.5261.000	DEVIG, TAYLOR	snow removals	\$ 315.00
001.1075.5261.000	DEVIG, TAYLOR	910 S 2nd Ave clean up yard & debris	\$ 390.00
001.1075.5261.000	DEVIG, TAYLOR	land fill fee	\$ 68.70
001.1075.5261.000	DEVIG, TAYLOR	landfill fee	\$ 187.00
001.1075.5261.000	DEVIG, TAYLOR	309 W Boone St remove debris	\$ 325.00
001.1075.5261.000	DEVIG, TAYLOR	landfill fee	\$ 59.90
001.1075.5261.000	DEVIG, TAYLOR	105 S 13th St remove trash & furniture	\$ 130.00
001.1075.5261.000	DEVIG, TAYLOR	landfill fee	\$ 50.00
001.1075.5261.000	DEVIG, TAYLOR	1306 W Church St remove toilet & fridge	\$ 65.00
001.1075.5261.000	DEVIG, TAYLOR	1012 E Main St remove trash & tires	\$ 130.00
001.1075.5261.000	DEVIG, TAYLOR	tire disposal landfill fee	\$ 45.00
001.1075.5261.000	DEVIG, TAYLOR	landfill fee	\$ 82.80
001.1075.5261.000	DEVIG, TAYLOR	109 N 9th St remove fridge & shower	\$ 65.00
001.1075.5261.000	DEVIG, TAYLOR	landfill fee	\$ 50.00
001.1075.5261.000	DEVIG, TAYLOR	landfill fee	\$ 81.00
001.1075.5261.000	DEVIG, TAYLOR	tire disposal landfill fee	\$ 90.00
001.1075.5261.000	DEVIG, TAYLOR	305 N 2nd St remove trash, trailer, furniture	\$ 130.00
001.1075.5261.000	MARSHALL COUNTY LANDFILL	Clean up day @ JBS 5-21-22	\$ 106.15
001.1075.5347.000	TYLER TECHNOLOGIES INC	Energov support 4/1/22-3/31/23	\$ 5,220.51
001.1075.5347.000	TYLER TECHNOLOGIES INC	Energov Support 4/1/22-3/31/23	\$ (152.05)
001.1075.5450.000	GREAT WESTERN BANK	TELEPHONE	\$ 48.78
001.1075.5450.000	CENTURYLINK	ALL PHONE LINES	\$ 9.65
001.1075.5450.000	CENTURYLINK	TRUNK LINES	\$ 8.59
001.1075.5450.000	CENTURYLINK	TRUNK LINES	\$ 8.59
001.1090.5331.000	ANIMAL RESCUE LEAGUE	June 2022	\$ 4,333.37
001.1099.5342.000	STONE SANITATION	Police & Fire Bldg	\$ 118.78
001.1099.5450.000	GREAT WESTERN BANK	Internet Services	\$ 395.84
001.1099.5450.000	MEDIACOM	PD/FD billing 6/13-7/12	\$ 395.84
001.1099.5481.000	ALLIANT ENERGY	909 S 2nd St Fire & Police Bldg	\$ 5,767.48
001.1099.5482.000	ALLIANT ENERGY	909 S 2nd St Fire & Police Bldg	\$ 229.09
001.1099.5482.000	WoodRiver Energy LLC	Police & Fire Bldg 11672	\$ 1,149.91
001.2060.5344.000	RICOH USA INC	Engineering BW copies	\$ 4.62
001.2060.5344.000	RICOH USA INC	Engineering color copies	\$ 14.26
001.2080.5342.000	MARSHALLTOWN AVIATION INC	Management, Electric srvs, Maint, Internet	\$ 2,333.00
001.2080.5344.000	MARSHALLTOWN AVIATION INC	Management, Electric srvs, Maint, Internet	\$ 2,083.00
001.2080.5450.000	MARSHALLTOWN AVIATION INC	Management, Electric srvs, Maint, Internet	\$ 30.05
001.2080.5481.000	ALLIANT ENERGY	2651 170th St Runway lights	\$ 107.05
001.2080.5481.000	MARSHALLTOWN AVIATION INC	Management, Electric srvs, Maint, Internet	\$ 62.50
001.2080.5483.000	Iowa Regional Utilities Association	Airport water usage	\$ 158.00
001.2080.5600.000	CENTRAL IOWA FARM STORE INC	nuts/washers for Airport	\$ 18.64
001.2090.5220.000	MARSHALLTOWN WATER WORKS	LANDFILL BILLS	\$ 263.55
001.4010.5215.000	TSYS	-36 Library credit card transaction fees	\$ 50.52
001.4010.5251.000	GREAT WESTERN BANK	movie license	\$ 269.00
001.4010.5343.000	GREAT WESTERN BANK	contract program - hotel - M. Bornstein	\$ 107.52
001.4010.5343.000	GREAT WESTERN BANK	contract program - hotel - D. Hollinstat-Bornstein	\$ 107.52
001.4010.5347.000	BDH INFORMATION TECHNOLOGY LLC	Block time of hours - Library 10 hrs/mo	\$ 633.13
001.4010.5380.000	GREAT WESTERN BANK	postage machine annual rental fee	\$ 360.00
001.4010.5450.000	GREAT WESTERN BANK	Sarah's cell phone	\$ 33.52
001.4010.5450.000	CENTURYLINK	Library Analog Backup Lines	\$ 79.08
001.4010.5450.000	CENTURYLINK	ALL PHONE LINES	\$ 19.30
001.4010.5450.000	CENTURYLINK	TRUNK LINES	\$ 17.17
001.4010.5450.000	CENTURYLINK	TRUNK LINES	\$ 17.17
001.4010.5481.000	ALLIANT ENERGY	Library - 105 W Boone St	\$ 3,138.26
001.4010.5482.000	WoodRiver Energy LLC	Library gas #7078	\$ 302.10
001.4010.5600.000	GREAT WESTERN BANK	clear bags for book club sets	\$ 63.74
001.4010.5600.000	GREAT WESTERN BANK	Library charging station	\$ 8.37
001.4010.5601.000	GREAT WESTERN BANK	program supplies - summer reading program prizes	\$ 203.64
001.4010.5601.000	GREAT WESTERN BANK	program supplies - LOL book club pizza	\$ 42.76
001.4010.5605.000	GREAT WESTERN BANK	office supplies - bottled water	\$ 29.30
001.4010.5612.000	GREAT WESTERN BANK	computer components - ethernet cables	\$ 43.50
001.4010.5704.000	GREAT WESTERN BANK	employee scheduling software	\$ 220.00
001.4010.5731.000	GREAT WESTERN BANK	Zoom subscription	\$ 114.92
001.4010.5732.000	GREAT WESTERN BANK	adult fiction books	\$ 149.90

001.4010.5732.000	GREAT WESTERN BANK	DVDs	\$	34.96
001.4010.5732.000	GREAT WESTERN BANK	DVDs	\$	24.00
001.4010.5732.000	GREAT WESTERN BANK	DVDs	\$	21.46
001.4010.5732.000	GREAT WESTERN BANK	DVDs	\$	18.98
001.4010.5732.000	GREAT WESTERN BANK	adult graphic novel	\$	13.59
001.4010.5734.000	GREAT WESTERN BANK	lost and replaced DVDs	\$	113.60
001.4010.5734.000	GREAT WESTERN BANK	lost and replaced books	\$	42.27
001.4010.5734.000	GREAT WESTERN BANK	lost and replaced books	\$	30.92
001.4010.5734.000	GREAT WESTERN BANK	lost and replaced DVDs	\$	23.89
001.4010.5734.000	GREAT WESTERN BANK	lost and replaced books	\$	23.85
001.4010.5734.000	GREAT WESTERN BANK	lost and replaced books	\$	19.98
001.4010.5734.000	GREAT WESTERN BANK	lost and replaced DVDs	\$	19.80
001.4010.5734.000	GREAT WESTERN BANK	lost and replaced books	\$	13.99
001.4010.5734.000	GREAT WESTERN BANK	lost and replaced books	\$	13.99
001.4010.5734.000	GREAT WESTERN BANK	lost and replaced books	\$	10.99
001.4010.5734.000	GREAT WESTERN BANK	lost and replaced books	\$	9.69
001.4010.5734.000	GREAT WESTERN BANK	lost and replaced books	\$	8.48
001.4010.5734.000	GREAT WESTERN BANK	lost and replaced books	\$	71.85
001.4010.5734.000	GREAT WESTERN BANK	lost and replaced books	\$	42.25
001.4010.5734.000	GREAT WESTERN BANK	lost and replaced books	\$	17.70
001.4010.5734.000	GREAT WESTERN BANK	lost and replaced books	\$	14.60
001.4030.5132.000	GREAT WESTERN BANK	Covers	\$	24.00
001.4030.5342.000	AAA SEPTIC SERVICE INC	repair vandalized toilets	\$	310.00
001.4030.5342.000	STONE SANITATION	roll off	\$	319.52
001.4030.5342.000	STONE SANITATION	dump rearload	\$	200.00
001.4030.5342.000	STONE SANITATION	All park barrels	\$	848.58
001.4030.5344.000	KOCH Office Group	copies 11/25/21-2/24/22	\$	5.22
001.4030.5380.000	AAA SEPTIC SERVICE INC	West End Park rentals	\$	235.00
001.4030.5386.000	Bly Mowing	Contract Park Mowings	\$	1,245.00
001.4030.5410.000	Raven Creek Repair	inner tube	\$	32.20
001.4030.5410.000	Raven Creek Repair	repair John Deer unit 717	\$	185.00
001.4030.5450.000	CENTURYLINK	ALL PHONE LINES	\$	9.65
001.4030.5450.000	CENTURYLINK	TRUNK LINES	\$	8.59
001.4030.5450.000	CENTURYLINK	TRUNK LINES	\$	8.59
001.4030.5450.000	FIRSTNET-AT&T Mobility	PW cell phones	\$	25.34
001.4030.5450.000	FIRSTNET-AT&T Mobility	PW and Parks cell phones	\$	41.27
001.4030.5481.000	ALLIANT ENERGY	802 S 3rd St Skate Park	\$	15.35
001.4030.5481.000	ALLIANT ENERGY	108 N 2nd Ave Alley - Farmers Market	\$	19.15
001.4030.5481.000	ALLIANT ENERGY	311 E ANSON ST PARK	\$	52.20
001.4030.5481.000	ALLIANT ENERGY	915 S 4th Ave Anson Park	\$	21.99
001.4030.5481.000	ALLIANT ENERGY	BROADMORE Assistance League	\$	15.17
001.4030.5481.000	ALLIANT ENERGY	HIGHLAND ACRES RD	\$	24.15
001.4030.5481.000	ALLIANT ENERGY	500 Plaza Hts Rd	\$	29.52
001.4030.5481.000	ALLIANT ENERGY	KIWANIS PARK	\$	35.07
001.4030.5481.000	ALLIANT ENERGY	Arnolds Park	\$	13.63
001.4030.5481.000	ALLIANT ENERGY	220 N 13th St Rest room	\$	47.76
001.4030.5481.000	ALLIANT ENERGY	N 13th St	\$	123.39
001.4030.5481.000	ALLIANT ENERGY	407 Marion St	\$	28.04
001.4030.5489.000	GREAT WESTERN BANK	First Aid Supplies	\$	14.74
001.4030.5489.000	GREAT WESTERN BANK	First aid kids	\$	191.45
001.4030.5489.000	GREAT WESTERN BANK	First Aid Supplies	\$	186.10
001.4030.5565.000	GREAT WESTERN BANK	Wiper blades	\$	17.98
001.4030.5565.000	ARNOLD MOTOR SUPPLY LLP	Parks #723 fuses	\$	(8.68)
001.4030.5565.000	ARNOLD MOTOR SUPPLY LLP	Parks #703 fuse	\$	4.25
001.4030.5565.000	ARNOLD MOTOR SUPPLY LLP	Parks #723 fuse	\$	4.25
001.4030.5565.000	ARNOLD MOTOR SUPPLY LLP	Parks #703 fuse	\$	4.47
001.4030.5565.000	ARNOLD MOTOR SUPPLY LLP	Parks #723 fuse	\$	4.47
001.4030.5565.000	CENTRAL IOWA FARM STORE INC	Parks tension belt	\$	137.79
001.4030.5565.000	CENTRAL IOWA FARM STORE INC	Parks - spring	\$	10.06
001.4030.5565.000	CENTRAL IOWA FARM STORE INC	Parks cover	\$	8.42
001.4030.5565.000	VANWALL EQUIPMENT INC	Parks lift link, kit, arm, chute	\$	819.18
001.4030.5570.000	GREAT WESTERN BANK	Fuel	\$	160.76
001.4030.5570.000	GREAT WESTERN BANK	Fuel	\$	17.97
001.4030.5600.000	GREAT WESTERN BANK	Signage	\$	59.93
001.4030.5600.000	GREAT WESTERN BANK	Paint	\$	60.84
001.4030.5609.000	GREAT WESTERN BANK	Lawn products	\$	284.53
001.4030.5609.000	NORTON'S GREENHOUSE	Park and Rec flowers	\$	1,392.50
001.4030.5611.000	GREAT WESTERN BANK	Hardware	\$	31.41
001.4030.5611.000	GREAT WESTERN BANK	Spray paint	\$	17.58

001.4030.5611.000	GREAT WESTERN BANK	Hand Sprayer	\$	134.99
001.4030.5611.000	GREAT WESTERN BANK	Spray paint	\$	20.94
001.4030.5611.000	GREAT WESTERN BANK	Parks restroom pipe	\$	7.49
001.4030.5611.000	DIAMOND VOGEL INC	Turtle Park paint	\$	198.37
001.4030.5611.000	MENARDS	Parks - panic bar and treated wood	\$	183.03
001.4030.5611.000	MENARDS	Parks - glue, paste wax, hose, utility knife	\$	61.93
001.4030.5611.000	MENARDS	return panic bar	\$	(114.99)
001.4030.5611.000	MENARDS	Lennox bridge repair supplies	\$	43.55
001.4030.5980.000	Brito, Jesus Chavarria	Park bldg rental refund	\$	60.00
001.4030.5980.000	Luethje, Richard	cancellation rental	\$	50.00
001.4040.5358.000	GALE-HAZEN, Karen A	classes 5/9-6/2	\$	270.00
001.4040.5358.000	Perry, Sarah	classes 5/9-6/3	\$	120.00
001.4040.5450.000	CENTURYLINK	ALL PHONE LINES	\$	9.65
001.4040.5450.000	CENTURYLINK	TRUNK LINES	\$	8.59
001.4040.5450.000	CENTURYLINK	TRUNK LINES	\$	8.59
001.4041.5216.000	GREAT WESTERN BANK	Background checks	\$	250.00
001.4041.5357.000	GREAT WESTERN BANK	Youth Activities Admission	\$	(75.62)
001.4041.5357.000	GREAT WESTERN BANK	Youth Activities Admission	\$	1,156.08
001.4041.5380.000	RACOM CORPORATION	Aquatic center rental radios	\$	480.00
001.4041.5601.000	GREAT WESTERN BANK	Program Supplies	\$	19.95
001.4045.5216.000	GREAT WESTERN BANK	Background checks	\$	250.00
001.4045.5251.000	GREAT WESTERN BANK	Licensing & Regulatory Program	\$	55.00
001.4045.5342.000	BJELLAND PLUMBING INC	Aquatic Ctr repair leak behind water heater	\$	426.59
001.4045.5342.000	BJELLAND PLUMBING INC	repair toilets at Aquatic Center	\$	247.47
001.4045.5342.000	HANKE, RICKIE L	hook up ice machines- 6th St and Aquatic Ctr	\$	401.40
001.4045.5342.000	SCHENDEL PEST CONTROL INC	Aquatic center services	\$	33.79
001.4045.5344.000	BJELLAND PLUMBING INC	Turn on water at Aquatic Center	\$	384.00
001.4045.5380.000	RACOM CORPORATION	Aquatic center rental radios	\$	560.00
001.4045.5386.000	AG LIME TRUCKING & MOWING INC	Parks contract mowings	\$	600.00
001.4045.5386.000	HANSEN, STEVE	Spraying - Softball complex and Aquatic Ctr	\$	120.00
001.4045.5450.000	CENTURYLINK	ALL PHONE LINES	\$	19.30
001.4045.5450.000	CENTURYLINK	TRUNK LINES	\$	17.17
001.4045.5450.000	CENTURYLINK	TRUNK LINES	\$	17.17
001.4045.5481.000	ALLIANT ENERGY	Aquatic Center	\$	613.37
001.4045.5482.000	WoodRiver Energy LLC	SWIMMING POOL 7077	\$	122.69
001.4045.5600.000	MENARDS	Parks filters	\$	6.98
001.4045.5607.000	ACCO UNLIMITED CORP	Aquatic center chemical supplies	\$	3,952.80
001.4045.5607.000	ACCO UNLIMITED CORP	Tubing for pool	\$	80.70
001.4045.5607.000	MENARDS	muriatic acid	\$	27.96
001.4045.5607.000	MENARDS	muratic acid	\$	34.95
001.4060.5331.000	FISHER COMMUNITY CENTER	June 2022	\$	8,333.37
001.4065.5344.000	MIDWEST AUTOMATIC FIRE SPRINKLER CO	Automatic Fire sprinkler inspection 4-12-22	\$	258.20
001.4065.5380.000	GREAT WESTERN BANK	Annual service	\$	420.00
001.4065.5450.000	CENTURYLINK	ALL PHONE LINES	\$	9.65
001.4065.5450.000	CENTURYLINK	TRUNK LINES	\$	8.59
001.4065.5450.000	CENTURYLINK	TRUNK LINES	\$	8.59
001.4065.5481.000	ALLIANT ENERGY	10 W State St COLISEUM	\$	2,931.63
001.4065.5482.000	ALLIANT ENERGY	10 W State St COLISEUM	\$	297.42
001.4065.5600.000	GREAT WESTERN BANK	Sound system headset adapter	\$	13.13
001.4065.5600.000	GREAT WESTERN BANK	Sound system cables	\$	34.65
001.4065.5611.000	PLUMB SUPPLY	rough brass faucet- Pool	\$	243.85
001.4066.5613.000	GREAT WESTERN BANK	Concession Products for resale	\$	9.05
001.5020.5230.000	Bolton & Menk Inc	Civil services and GIS services	\$	1,350.00
001.6010.5450.000	CENTURYLINK	ALL PHONE LINES	\$	9.65
001.6010.5450.000	CENTURYLINK	TRUNK LINES	\$	8.59
001.6010.5450.000	CENTURYLINK	TRUNK LINES	\$	8.59
001.6010.5600.000	GREAT WESTERN BANK	walnut finish gavel	\$	37.65
001.6011.5331.000	GREAT WESTERN BANK	monthly meeting online	\$	14.00
001.6012.5280.000	GREAT WESTERN BANK	subscription	\$	407.04
001.6012.5450.000	CENTURYLINK	ALL PHONE LINES	\$	9.65
001.6012.5450.000	CENTURYLINK	TRUNK LINES	\$	8.59
001.6012.5450.000	CENTURYLINK	TRUNK LINES	\$	8.59
001.6020.5210.000	GREAT WESTERN BANK	Council minutes and bills	\$	239.94
001.6020.5210.000	GREAT WESTERN BANK	Demo 101 W Main notice	\$	94.39
001.6020.5210.000	GREAT WESTERN BANK	Council Proceddings 4/11/22	\$	269.24
001.6020.5210.000	GREAT WESTERN BANK	Zoning ordiance advertising	\$	4.89
001.6020.5210.000	GREAT WESTERN BANK	Edgewood Street Extension	\$	23.25
001.6020.5210.000	GREAT WESTERN BANK	Zoning ordiance advertising	\$	21.99
001.6020.5210.000	Column Software PBC	Publication - 2022-04-29 PH Sale 308 S 7th Ave	\$	12.91

001.6020.5210.000	Column Software PBC	Publication - 2022-05-02 Council Proceedings 4/25	\$	228.78
001.6020.5210.000	Column Software PBC	Publication - 2022-05-13 Ord 15040 Summary	\$	5.58
001.6020.5210.000	Column Software PBC	Publication - 2022-05-16 Council Proceedings 5/9	\$	264.12
001.6020.5210.000	Column Software PBC	Publication - 2022-05-23 Vacant Lot Bids	\$	14.41
001.6020.5210.000	Column Software PBC	Publication - Ord 15041 Summary	\$	4.89
001.6020.5210.000	Column Software PBC	Publication - Council Proceedings 5/23	\$	218.55
001.6020.5344.000	RICOH USA INC	City Clerk BW copies	\$	27.99
001.6020.5344.000	RICOH USA INC	City Clerk color copies	\$	47.57
001.6020.5450.000	CENTURYLINK	ALL PHONE LINES	\$	9.65
001.6020.5450.000	CENTURYLINK	TRUNK LINES	\$	8.59
001.6020.5450.000	CENTURYLINK	TRUNK LINES	\$	8.59
001.6020.5460.000	GREAT WESTERN BANK	Summer Session meetings	\$	432.00
001.6020.5600.000	GREAT WESTERN BANK	cartridge, kleenex, envelopes	\$	66.13
001.6020.5600.000	GREAT WESTERN BANK	drawing pencils	\$	5.76
001.6021.5210.000	GREAT WESTERN BANK	Monthly fund summary 2/28/22	\$	10.23
001.6021.5210.000	Column Software PBC	Publication - Monthly Fund Summary April	\$	10.23
001.6021.5215.000	TSYS	Finance credit card transaction fees	\$	62.10
001.6021.5230.000	TYLER TECHNOLOGIES INC	Discovery call 5/19/22 position budgeting	\$	52.50
001.6021.5450.000	CENTURYLINK	ALL PHONE LINES	\$	38.61
001.6021.5450.000	CENTURYLINK	TRUNK LINES	\$	34.31
001.6021.5450.000	CENTURYLINK	TRUNK LINES	\$	34.31
001.6021.5600.000	GREAT WESTERN BANK	2 cans gas duster	\$	15.70
001.6021.5600.000	GREAT WESTERN BANK	Amazon: vacuum bags and display rail	\$	38.52
001.6021.5600.000	GREAT WESTERN BANK	Rubber Mat	\$	26.97
001.6021.5612.000	GREAT WESTERN BANK	Amazon: return monitor stand	\$	(34.99)
001.6021.5612.000	GREAT WESTERN BANK	Amazon: monitor stand for 2 screens	\$	34.99
001.6021.5702.000	GREAT WESTERN BANK	Amazon: 48" square table	\$	340.41
001.6021.5702.000	GREAT WESTERN BANK	Amazon: locking storage cabinet	\$	332.75
001.6021.5704.000	INSIGHT PUBLIC SECTOR	"Adobe Acrobat Pro perpetual license for	\$	488.39
001.6025.5450.000	CENTURYLINK	ALL PHONE LINES	\$	9.65
001.6025.5450.000	CENTURYLINK	TRUNK LINES	\$	8.59
001.6025.5450.000	CENTURYLINK	TRUNK LINES	\$	8.59
001.6040.5234.000	GRIMES BUCK SCHOELL BEACH & HITCHINS	Services 4/6-5/16/22	\$	2,520.00
001.6040.5234.000	LYNCH DALLAS PC	General matters	\$	2,695.00
001.6040.5234.000	LYNCH DALLAS PC	Ordinances/ resolutions	\$	341.00
001.6050.5342.000	STONE SANITATION	City Hall	\$	118.78
001.6050.5410.000	GREAT WESTERN BANK	CH Boiler acuator replacement	\$	358.74
001.6050.5410.000	KAPAUN & BROWN INC	City Hall HVAC Repairs for computer/service room	\$	602.34
001.6050.5481.000	ALLIANT ENERGY	24 N Center St Municipal Bldg	\$	105.63
001.6050.5600.000	MENARDS	City hall cleaning supplies	\$	13.23
001.6051.5481.000	ALLIANT ENERGY	Carnegie Bldg	\$	877.44
001.6051.5482.000	ALLIANT ENERGY	Carnegie Bldg	\$	231.98
001.6051.5600.000	MENARDS	City hall cleaning supplies	\$	13.23
001.6070.5347.000	BDH INFORMATION TECHNOLOGY LLC	Mailfilter Spam/Virus email filtering	\$	175.00
001.6070.5347.000	BDH INFORMATION TECHNOLOGY LLC	Block time of hours 50/month	\$	3,165.62
001.6070.5347.000	BDH INFORMATION TECHNOLOGY LLC	Veeam monthly subscription for Tyler servers	\$	116.40
001.6070.5347.000	BDH INFORMATION TECHNOLOGY LLC	OpenDNS Ent Monthly subscription-Website security	\$	313.50
001.6070.5347.000	BDH INFORMATION TECHNOLOGY LLC	Remote monitoring, desktop service, patches	\$	375.00
030.1010.5718.000	Motorola Solutions Inc	CIP Body Cameras	\$	4,650.00
031.6050.5776.000	GREAT WESTERN BANK	Finance remodel	\$	9.77
031.6050.5776.000	GREAT WESTERN BANK	Finance remodel	\$	21.96
110.2010.4875.000	MENARDS	REBATE 6283130968	\$	(23.42)
110.2010.5132.000	CITY LAUNDERING COMPANY	Street dept uniform cleaning	\$	66.12
110.2010.5132.000	CITY LAUNDERING COMPANY	Street dept uniform cleaning	\$	149.89
110.2010.5132.000	CITY LAUNDERING COMPANY	Street dept uniform cleaning	\$	98.82
110.2010.5132.000	Reflective Apparel Factory Inc	Street dept employee clothing	\$	1,017.45
110.2010.5132.000	THEISENS SUPPLY INC	Employee clothing return	\$	(26.39)
110.2010.5132.000	THEISENS SUPPLY INC	Street dept employee clothing	\$	37.98
110.2010.5132.000	THEISENS SUPPLY INC	Street dept gloves	\$	8.00
110.2010.5132.000	THEISENS SUPPLY INC	Street dept employee clothing	\$	184.94
110.2010.5132.000	THEISENS SUPPLY INC	Street dept clothing, tool, supplies	\$	17.99
110.2010.5230.000	Bolton & Menk Inc	Civil services and GIS services	\$	1,080.00
110.2010.5342.000	GREAT WESTERN BANK	Street dept waste removal service	\$	615.00
110.2010.5342.000	STONE SANITATION	Bullpen Woodland Dr	\$	95.00
110.2010.5342.000	STONE SANITATION	Street Dept	\$	118.78
110.2010.5344.000	KOCH Office Group	copies 11/25/21-2/24/22	\$	26.06
110.2010.5347.000	BDH INFORMATION TECHNOLOGY LLC	Backup Veeam & Recovery PW	\$	19.40
110.2010.5380.000	AIRGAS USA, LLC	Street dept cylinder rentals	\$	53.94
110.2010.5386.000	AG LIME TRUCKING & MOWING INC	Parks contract mowings	\$	820.00

110.2010.5410.000	CLEMONS INC	CHEVROLET SILVERADO-transmission flush	\$	178.50
110.2010.5410.000	QMG Inc	John Deer loader repair	\$	102.00
110.2010.5410.000	Raven Creek Repair	Street dept #60 repair right front tire	\$	152.00
110.2010.5410.000	Raven Creek Repair	switch wheel for blue tractor	\$	152.00
110.2010.5410.000	Raven Creek Repair	loader #64 repair tire	\$	210.00
110.2010.5450.000	CENTURYLINK	PW Analog 752-4388	\$	47.45
110.2010.5450.000	CENTURYLINK	ALL PHONE LINES	\$	9.65
110.2010.5450.000	CENTURYLINK	TRUNK LINES	\$	8.59
110.2010.5450.000	CENTURYLINK	TRUNK LINES	\$	8.59
110.2010.5450.000	FIRSTNET-AT&T Mobility	PW cell phones	\$	41.27
110.2010.5450.000	FIRSTNET-AT&T Mobility	PW and Parks cell phones	\$	41.27
110.2010.5450.000	VERIZON WIRELESS	PW superintendent monthly cell phone	\$	51.78
110.2010.5481.000	ALLIANT ENERGY	2107 S Center St irrigation system	\$	19.07
110.2010.5565.000	ARNOLD MOTOR SUPPLY LLP	Auto line battery	\$	168.57
110.2010.5565.000	CLEMONS INC	CHEVROLET SILVERADO-transmission flush	\$	92.64
110.2010.5565.000	MURPHY TRACTOR & EQUIPMENT CO	John Deere tractor windshield	\$	454.41
110.2010.5565.000	Vajgrt, Roger	vehicle hour meter	\$	38.00
110.2010.5600.000	ARNOLD MOTOR SUPPLY LLP	Street dept wiper blades	\$	22.19
110.2010.5600.000	ARNOLD MOTOR SUPPLY LLP	carb cleaner	\$	23.96
110.2010.5600.000	ARNOLD MOTOR SUPPLY LLP	8Qt oil disp w/lid	\$	33.31
110.2010.5600.000	ARNOLD MOTOR SUPPLY LLP	booster cables	\$	37.03
110.2010.5600.000	ARNOLD MOTOR SUPPLY LLP	Street dept 50# glass beads	\$	63.69
110.2010.5600.000	ARNOLD MOTOR SUPPLY LLP	glass beads for sand blaster	\$	63.69
110.2010.5600.000	ARNOLD MOTOR SUPPLY LLP	Street dept 8Qt oil disp with lid	\$	166.55
110.2010.5600.000	FASTENAL COMPANY	Street dept stake flags	\$	75.32
110.2010.5600.000	FASTENAL COMPANY	Street dept gloves	\$	11.80
110.2010.5600.000	JENSEN INC	Street vehicle key remote	\$	57.50
110.2010.5600.000	MENARDS	Street dept mop and ant killer	\$	33.95
110.2010.5600.000	MENARDS	Street dept linseed oil	\$	39.98
110.2010.5600.000	NORTHERN TOOL & EQUIPMENT CO	Street Dept generator, wet/dry blade/ jobsite cord	\$	134.98
110.2010.5600.000	QMG Inc	John Deer loader repair	\$	15.95
110.2010.5600.000	Raven Creek Repair	o'ring	\$	20.00
110.2010.5600.000	SPAHN & ROSE LUMBER CO	Street dept pine strips	\$	4.34
110.2010.5600.000	THEISENS SUPPLY INC	Street dept clothing, tool, supplies	\$	3.96
110.2010.5600.000	TRI STATE LOCK SERVICE	Street dept padlock and keys	\$	26.00
110.2010.5600.000	Vajgrt, Roger	propane	\$	183.18
110.2010.5617.000	Bitumnous Materials & Supply	HFE-90	\$	445.78
110.2010.5617.000	Bitumnous Materials & Supply	HFE-90	\$	428.86
110.2010.5617.000	Bitumnous Materials & Supply	HFE-90	\$	451.42
110.2010.5617.000	CTI Ready Mix Inc	603 Marion St	\$	1,414.70
110.2010.5618.000	GRIMES ASPHALT AND PAVING CORP.	Street dept cold mix	\$	2,241.10
110.2010.5620.000	CESSFORD CONSTRUCTION COMPANY	road stone	\$	91.22
110.2010.5620.000	CESSFORD CONSTRUCTION COMPANY	road stone	\$	1,179.06
110.2010.5620.000	CESSFORD CONSTRUCTION COMPANY	road stone	\$	667.52
110.2010.5620.000	CESSFORD CONSTRUCTION COMPANY	road stone	\$	1,207.91
110.2010.5620.000	CESSFORD CONSTRUCTION COMPANY	road stone	\$	976.26
110.2010.5620.000	CESSFORD CONSTRUCTION COMPANY	roadstone	\$	919.63
110.2010.5620.000	CESSFORD CONSTRUCTION COMPANY	road stone	\$	1,003.55
110.2010.5620.000	CESSFORD CONSTRUCTION COMPANY	road stone	\$	1,074.66
110.2010.5620.000	CESSFORD CONSTRUCTION COMPANY	Road stone	\$	887.03
110.2010.5620.000	CESSFORD CONSTRUCTION COMPANY	Road stone	\$	1,111.34
110.2010.5620.000	CESSFORD CONSTRUCTION COMPANY	Road stone	\$	478.93
110.2010.5620.000	MARTIN MARIETTA MATERIALS	Por B-fill	\$	964.03
110.2010.5626.000	IOWA PRISON INDUSTRIES	Vehicle magnets	\$	90.00
110.2010.5718.000	GREAT WESTERN BANK	Exchange on tool kit	\$	(26.01)
110.2010.5718.000	MENARDS	sledge hammer	\$	32.98
110.2010.5718.000	NORTHERN TOOL & EQUIPMENT CO	Street Dept generator, wet/dry blade/ jobsite cord	\$	1,679.99
110.2010.5718.000	NORTHERN TOOL & EQUIPMENT CO	Jumbo crowfoot too and wrench sets	\$	365.94
110.2010.5718.000	SE Jones Industries Inc	Street dept wrench sets, pry bars	\$	1,222.00
110.2010.5718.000	SE Jones Industries Inc	12" adj wrench	\$	128.50
110.2010.5718.000	THEISENS SUPPLY INC	Street dept shovel and wedge bar	\$	91.97
110.2010.5718.000	THEISENS SUPPLY INC	Street dept hammerdrill battery kit	\$	359.00
110.2010.5718.000	THEISENS SUPPLY INC	Street dept clothing, tool, supplies	\$	37.98
110.2012.5349.000	CALHOUN-BURNS AND ASSOCIATES, INC	2021 Bridge Inspection & Rating increase	\$	910.00
110.2030.5481.000	ALLIANT ENERGY	407 Player St Bridge Light	\$	86.26
110.2030.5481.000	ALLIANT ENERGY	17 N Center St metered	\$	25.00
110.2030.5481.000	ALLIANT ENERGY	220 E MAIN ST ALLEY	\$	37.83
110.2030.5481.000	ALLIANT ENERGY	404 1/2 S Center St Viaduct	\$	66.51
110.2030.5481.000	ALLIANT ENERGY	36 E Main St Alley	\$	36.37

110.2030.5481.000	ALLIANT ENERGY	120 E MAIN ST ALLEY	\$	41.02
110.2030.5481.000	ALLIANT ENERGY	MARKET ST BRIDGE LIGHTS	\$	62.19
110.2030.5481.000	ALLIANT ENERGY	3098 LINCOLN WAY SIGN	\$	30.02
110.2030.5481.000	ALLIANT ENERGY	6 S 2nd St Alley	\$	33.54
110.2030.5481.000	ALLIANT ENERGY	36 W MAIN ST ALLEY	\$	35.97
110.2030.5481.000	ALLIANT ENERGY	106 S CENTER ST METERED	\$	34.84
110.2030.5481.000	ALLIANT ENERGY	N CENTER ST & CHURCH ST	\$	34.36
110.2030.5481.000	ALLIANT ENERGY	NE corner S 1st Ave / Church St parking lot	\$	230.87
110.2030.5481.000	ALLIANT ENERGY	S 6TH ST	\$	41.76
110.2030.5481.000	ALLIANT ENERGY	1707 Laurel Dr Viaduct Light	\$	27.62
110.2030.5481.000	ALLIANT ENERGY	MARSHALLTOWN	\$	18,735.42
110.2030.5481.000	ALLIANT ENERGY	N 13th Street lights	\$	115.68
110.2030.5481.000	ALLIANT ENERGY	207 W Main St	\$	39.47
110.2040.4875.000	GREAT WESTERN BANK	credit for service	\$	(1.95)
110.2040.5132.000	CITY LAUNDERING COMPANY	uniform cleaning Utility Dept.	\$	46.03
110.2040.5132.000	CITY LAUNDERING COMPANY	uniform cleaning Utility Dept.	\$	46.03
110.2040.5132.000	CITY LAUNDERING COMPANY	uniform cleaning Utility Dept.	\$	46.03
110.2040.5230.000	IOWA ONE CALL	Electric underground location services	\$	20.70
110.2040.5450.000	CENTURYLINK	ALL PHONE LINES	\$	9.65
110.2040.5450.000	CENTURYLINK	TRUNK LINES	\$	8.59
110.2040.5450.000	CENTURYLINK	TRUNK LINES	\$	8.59
110.2040.5450.000	FIRSTNET-AT&T Mobility	PW cell phones	\$	130.59
110.2040.5450.000	FIRSTNET-AT&T Mobility	PW and Parks cell phones	\$	130.59
110.2040.5481.000	ALLIANT ENERGY	219 Westwood flashing lights	\$	20.50
110.2040.5481.000	ALLIANT ENERGY	E Anson St cnr 4th Ave	\$	20.50
110.2040.5481.000	ALLIANT ENERGY	5 N 5th St cnr State St	\$	20.50
110.2040.5481.000	ALLIANT ENERGY	S CENTER ST CNR BOONE	\$	41.99
110.2040.5481.000	ALLIANT ENERGY	S CENTER ST CNR LINN	\$	33.80
110.2040.5481.000	ALLIANT ENERGY	S 3RD AVE CNR LINN	\$	89.75
110.2040.5481.000	ALLIANT ENERGY	E ANSON ST CNR 3RD AVE	\$	57.72
110.2040.5481.000	ALLIANT ENERGY	S CENTER ST CNR ANSON	\$	58.71
110.2040.5481.000	ALLIANT ENERGY	W High St & S 6th St	\$	24.33
110.2040.5481.000	ALLIANT ENERGY	S 1ST AVE & E ANSON	\$	59.04
110.2040.5481.000	ALLIANT ENERGY	S 6TH ST CNR OLIVE	\$	32.05
110.2040.5481.000	ALLIANT ENERGY	S CENTER ST & SOUTH ST	\$	38.24
110.2040.5481.000	ALLIANT ENERGY	S CENTER ST CNR OLIVE	\$	45.16
110.2040.5481.000	ALLIANT ENERGY	W Meadowlane cnr Center	\$	38.31
110.2040.5481.000	ALLIANT ENERGY	Westwood Dr cnr Center	\$	32.22
110.2040.5600.000	GREAT WESTERN BANK	Stock Electrical minor supplies	\$	60.50
110.2060.5230.000	Bolton & Menk Inc	Civil services and GIS services	\$	45.00
110.2060.5230.000	Bolton & Menk Inc	Civil services and GIS services	\$	1,575.00
110.2060.5344.000	RICOH USA INC	Engineering color copies	\$	14.25
110.2060.5344.000	RICOH USA INC	Engineering BW copies	\$	4.61
110.2060.5347.000	BDH INFORMATION TECHNOLOGY LLC	Backup Veam & Recovery PW	\$	19.40
110.2060.5360.000	GREAT WESTERN BANK	Engineering postage	\$	3.16
110.2060.5450.000	CENTURYLINK	ALL PHONE LINES	\$	9.65
110.2060.5450.000	CENTURYLINK	TRUNK LINES	\$	8.59
110.2060.5450.000	CENTURYLINK	TRUNK LINES	\$	8.59
110.2060.5450.000	FIRSTNET-AT&T Mobility	PW cell phones	\$	378.78
110.2060.5450.000	FIRSTNET-AT&T Mobility	PW and Parks cell phones	\$	213.35
110.2060.5703.000	BDH INFORMATION TECHNOLOGY LLC	Engineering computer cable for Heathers surface	\$	25.00
110.2060.5718.000	GREAT WESTERN BANK	Eng Equip concrete testing	\$	31.98
110.2060.5718.000	GREAT WESTERN BANK	Eng Equip concrete testing	\$	19.99
110.2060.5718.000	Thompsons True Value	Engineering Equipment for Concrete Testing	\$	35.28
121.5900.5230.000	MARSHALLTOWN MAIN ST PARTNERSHIP INC	Vision Marshalltown community marketing services	\$	3,708.00
121.5900.5230.000	Mediacom Broadband LLC	TV	\$	766.00
121.5900.5230.000	Mediacom Broadband LLC	TV	\$	200.00
121.5900.5230.000	Mediacom Broadband LLC	TV	\$	515.00
121.5900.5230.000	Mediacom Broadband LLC	TV	\$	85.00
121.6011.5331.000	MARSHALLTOWN MAIN ST PARTNERSHIP INC	Fireworks 4th of July celebration	\$	5,000.00
130.1010.5410.000	GREAT WESTERN BANK	Drone repair	\$	3,040.00
132.5020.5331.000	Botello, Antonio	Amend Grant agreement for shared wall repair	\$	11,457.50
132.5020.5331.000	Kyaw, Win	Stucco west side of bldg	\$	3,600.00
132.5020.5331.000	Region 6 Resource Partners	Food box grant services 1/1/22-3/31/22	\$	2,069.00
132.5020.5331.000	Region 6 Resource Partners	Region 6 contract MICA CDBG	\$	3,075.00
132.5020.5331.000	Region 6 Resource Partners	Region 6 CDBG Willards, 131	\$	2,436.00
132.5020.5342.000	Gentry, Susan	4 Marion Street	\$	30,000.00
132.5020.5342.000	RDG Planning & Design	Downtown Facade Improvements	\$	17,490.56
133.2900.5460.000	GREAT WESTERN BANK	CONFERENCE REG.	\$	200.00

140.4030.5342.000	GREAT WESTERN BANK	Taxes reunded 5/10/2022	\$	25.04
140.4030.5342.000	GREAT WESTERN BANK	Steel bollard	\$	430.00
140.4030.5450.000	GREAT WESTERN BANK	Internet	\$	129.95
140.4030.5600.000	GREAT WESTERN BANK	Program Equipment	\$	43.58
140.4030.5600.000	GREAT WESTERN BANK	Program Equipment	\$	1,280.78
140.4030.5600.000	GREAT WESTERN BANK	Sets of Ripsix	\$	569.46
140.4030.5600.000	GREAT WESTERN BANK	Program Equipment	\$	382.08
140.4030.5600.000	GREAT WESTERN BANK	Program Equipment	\$	230.93
140.4030.5600.000	GREAT WESTERN BANK	Program Equipment	\$	22.99
140.4030.5600.000	GREAT WESTERN BANK	Program Equipment	\$	14.99
140.4030.5600.000	GREAT WESTERN BANK	Program Equipment	\$	69.51
140.4030.5600.000	GREAT WESTERN BANK	Program Equipment	\$	2,064.70
140.4030.5600.000	GREAT WESTERN BANK	Program Equipment	\$	159.90
140.4030.5611.000	GREAT WESTERN BANK	Paint & supplies	\$	104.40
140.4030.5718.000	GREAT WESTERN BANK	Bluetooth Sound System	\$	3,150.00
140.4030.5718.000	KAY PARK-REC CORP	countour bench frames with recycled plastic	\$	3,978.00
142.4030.5342.000	HANSEN, STEVE	South 6th St Softball complex spraying	\$	340.00
142.4030.5342.000	HANSEN, STEVE	Spraying - Softball complex and Aquatic Ctr	\$	1,038.00
142.4030.5410.000	BJELLAND PLUMBING INC	Softball complex mens room repairs	\$	132.49
142.4030.5481.000	ALLIANT ENERGY	800 S 6TH ST	\$	517.92
152.1010.5280.000	GREAT WESTERN BANK	GoToMeeting	\$	16.00
153.1010.5600.000	GREAT WESTERN BANK	Donated Hospitality Police dept	\$	42.92
153.1010.5600.000	GREAT WESTERN BANK	Donated Hospitality Citizens Academy	\$	53.64
153.1010.5600.000	GREAT WESTERN BANK	Donated Hospitality Police dept	\$	8.24
153.1010.5600.000	GREAT WESTERN BANK	Donated Hospitality Police dept	\$	21.10
153.1010.5600.000	GREAT WESTERN BANK	Donated Hospitality Police dept	\$	8.30
153.1010.5600.000	GREAT WESTERN BANK	Donated Hospitality Police dept	\$	121.34
170.4010.5601.000	GREAT WESTERN BANK	program supplies - books for Small Talk	\$	49.90
170.4010.5601.000	GREAT WESTERN BANK	program supplies - books for Reach Out and Read	\$	259.00
170.4010.5601.000	GREAT WESTERN BANK	program supplies - books for Reach Out and Read	\$	234.43
170.4010.5601.000	GREAT WESTERN BANK	program supplies - books for Reach Out and Read	\$	112.50
170.4010.5601.000	GREAT WESTERN BANK	program supplies - books for Small Talk	\$	38.40
170.4010.5601.000	GREAT WESTERN BANK	program supplies - books for Small Talk	\$	37.75
170.4010.5601.000	GREAT WESTERN BANK	program supplies - books for Small Talk	\$	24.00
170.4010.5601.000	GREAT WESTERN BANK	program supplies - summer reading program	\$	234.50
170.4010.5601.000	GREAT WESTERN BANK	program supplies - B.O.B. Genre challenge pizza	\$	126.32
170.4010.5601.000	GREAT WESTERN BANK	program supplies - B.O.B. Genre challenge pizza	\$	30.00
170.4010.5734.000	GREAT WESTERN BANK	memorial book	\$	9.05
177.1010.5600.000	GREAT WESTERN BANK	Rifles accessories	\$	934.79
177.1010.5704.000	Frontline Public Safety Solutions	FTO Tracker - Daily Observation Reports	\$	1,200.00
177.1010.5718.000	Rangemasters Training Center	PD Rifles and trade-ins	\$	3,276.00
177.1010.5718.000	Rangemasters Training Center	PD Rifles and trade-ins	\$	(1,200.00)
184.5030.5210.000	Column Software PBC	Publication - Fair Housing Policy	\$	20.93
184.5030.5238.000	Tacoma Housing Authority	Housing Asstance Payment	\$	43.18
184.5030.5242.000	ACKLEY HOUSING INC	Housing Asstance Payment	\$	225.00
184.5030.5242.000	ACKLEY HOUSING INC	Housing Asstance Payment	\$	53.00
184.5030.5242.000	Alcala, Rigoberto	Housing Asstance Payment	\$	343.00
184.5030.5242.000	Alejo, Jerry	Housing Asstance Payment	\$	183.00
184.5030.5242.000	AMES, STEVEN	Housing Asstance Payment	\$	341.00
184.5030.5242.000	AMES, STEVEN	Housing Asstance Payment	\$	341.00
184.5030.5242.000	AMES, STEVEN	Housing Asstance Payment	\$	342.00
184.5030.5242.000	AMES, STEVEN	Housing Asstance Payment	\$	347.00
184.5030.5242.000	AMES, STEVEN	Housing Asstance Payment	\$	347.00
184.5030.5242.000	AMES, STEVEN	Housing Asstance Payment	\$	347.00
184.5030.5242.000	AMES, STEVEN	Housing Asstance Payment	\$	323.00
184.5030.5242.000	AMES, STEVEN	Housing Asstance Payment	\$	326.00
184.5030.5242.000	AMES, STEVEN	Housing Asstance Payment	\$	327.00
184.5030.5242.000	AMES, STEVEN	Housing Asstance Payment	\$	327.00
184.5030.5242.000	AMES, STEVEN	Housing Asstance Payment	\$	330.00
184.5030.5242.000	AMES, STEVEN	Housing Asstance Payment	\$	327.00
184.5030.5242.000	AMES, STEVEN	Housing Asstance Payment	\$	243.00
184.5030.5242.000	AMES, STEVEN	Housing Asstance Payment	\$	515.00
184.5030.5242.000	AMES, STEVEN	Housing Asstance Payment	\$	241.00
184.5030.5242.000	AMES, STEVEN	Housing Asstance Payment	\$	348.00
184.5030.5242.000	AMES, STEVEN	Housing Asstance Payment	\$	60.00
184.5030.5242.000	AMES, STEVEN	Housing Asstance Payment	\$	89.00
184.5030.5242.000	AMES, STEVEN	Housing Asstance Payment	\$	106.00
184.5030.5242.000	AMES, STEVEN	Housing Asstance Payment	\$	174.00
184.5030.5242.000	AMES, STEVEN	Housing Asstance Payment	\$	189.00

184.5030.5242.000	AMES, STEVEN	Housing Asstance Payment	\$	281.00
184.5030.5242.000	AMES, STEVEN	Housing Asstance Payment	\$	297.00
184.5030.5242.000	AMES, STEVEN	Housing Asstance Payment	\$	307.00
184.5030.5242.000	AMES, STEVEN	Housing Asstance Payment	\$	308.00
184.5030.5242.000	AMES, STEVEN	Housing Asstance Payment	\$	318.00
184.5030.5242.000	AMES, STEVEN	Housing Asstance Payment	\$	312.00
184.5030.5242.000	Barnes, Lonnie	Housing Asstance Payment	\$	239.00
184.5030.5242.000	BJ&J LLC	Housing Asstance Payment	\$	265.00
184.5030.5242.000	BLOOD, ALEX	Housing Asstance Payment	\$	413.00
184.5030.5242.000	BLOOD, ALEX	Housing Asstance Payment	\$	360.00
184.5030.5242.000	BLOOD, ALEX	Housing Asstance Payment	\$	420.00
184.5030.5242.000	Borota, Kent	Housing Asstance Payment	\$	308.00
184.5030.5242.000	Borota, Kent	Housing Asstance Payment	\$	272.00
184.5030.5242.000	BOULDER COOPERATIVE HOUSING ASSN	Housing Asstance Payment	\$	625.00
184.5030.5242.000	BOULDER COOPERATIVE HOUSING ASSN	Housing Asstance Payment	\$	111.00
184.5030.5242.000	BOULDER COOPERATIVE HOUSING ASSN	Housing Asstance Payment	\$	194.00
184.5030.5242.000	BRODIN, CHRIS	Housing Asstance Payment	\$	114.00
184.5030.5242.000	Buckaroo LLC	Housing Asstance Payment	\$	468.00
184.5030.5242.000	Buckaroo LLC	Housing Asstance Payment	\$	373.00
184.5030.5242.000	Bunch, John	Housing Asstance Payment	\$	275.00
184.5030.5242.000	Burr, Robert	Housing Asstance Payment	\$	374.00
184.5030.5242.000	Burr, Robert	Housing Asstance Payment	\$	140.00
184.5030.5242.000	Burr, Robert	Housing Asstance Payment	\$	115.00
184.5030.5242.000	CENTRAL IOWA RESIDENTIAL SERV INC	Housing Asstance Payment	\$	73.00
184.5030.5242.000	CENTRAL IOWA RESIDENTIAL SERV INC	Housing Asstance Payment	\$	118.00
184.5030.5242.000	CENTRAL IOWA RESIDENTIAL SERV INC	Housing Asstance Payment	\$	99.00
184.5030.5242.000	CENTRAL IOWA RESIDENTIAL SERV INC	Housing Asstance Payment	\$	99.00
184.5030.5242.000	CENTRAL IOWA RESIDENTIAL SERV INC	Housing Asstance Payment	\$	98.00
184.5030.5242.000	CENTRAL IOWA RESIDENTIAL SERV INC	Housing Asstance Payment	\$	93.00
184.5030.5242.000	CENTRAL IOWA RESIDENTIAL SERV INC	Housing Asstance Payment	\$	76.00
184.5030.5242.000	CENTRAL IOWA RESIDENTIAL SERV INC	Housing Asstance Payment	\$	46.00
184.5030.5242.000	CENTRAL IOWA RESIDENTIAL SERV INC	Housing Asstance Payment	\$	66.00
184.5030.5242.000	Charlier, Quinten	Housing Asstance Payment	\$	129.00
184.5030.5242.000	Chedester, James	Housing Asstance Payment	\$	400.00
184.5030.5242.000	CHILTON, Michael	Housing Asstance Payment	\$	450.00
184.5030.5242.000	CMHC Investments LLC	Housing Asstance Payment	\$	244.00
184.5030.5242.000	Colson, Mary	Housing Asstance Payment	\$	209.00
184.5030.5242.000	D & D RENTALS INC	Housing Asstance Payment	\$	311.00
184.5030.5242.000	DATERS, TONI RAE	Housing Asstance Payment	\$	549.00
184.5030.5242.000	DC Brown Rentals	Housing Asstance Payment	\$	500.00
184.5030.5242.000	DC Brown Rentals	Housing Asstance Payment	\$	202.00
184.5030.5242.000	Ecklor, Shane	Housing Asstance Payment	\$	148.00
184.5030.5242.000	Ecklor, Shane	Housing Asstance Payment	\$	434.00
184.5030.5242.000	Ecklor, Shane	Housing Asstance Payment	\$	487.00
184.5030.5242.000	ELWAYNE INC	Housing Asstance Payment	\$	513.00
184.5030.5242.000	ELWAYNE INC	Housing Asstance Payment	\$	295.00
184.5030.5242.000	ELWAYNE INC	Housing Asstance Payment	\$	176.00
184.5030.5242.000	ELWAYNE INC	Housing Asstance Payment	\$	514.00
184.5030.5242.000	Engel, Drew	Housing Asstance Payment	\$	184.00
184.5030.5242.000	EPC LC	Housing Asstance Payment	\$	295.00
184.5030.5242.000	EPC LC	Housing Asstance Payment	\$	33.00
184.5030.5242.000	EPC LC	Housing Asstance Payment	\$	281.00
184.5030.5242.000	EPC LC	Housing Asstance Payment	\$	282.00
184.5030.5242.000	EPC LC	Housing Asstance Payment	\$	291.00
184.5030.5242.000	EPM Iowa LLC	Housing Asstance Payment	\$	272.00
184.5030.5242.000	ETTER, WILLIAM	Housing Asstance Payment	\$	482.00
184.5030.5242.000	EUBANKS, CHAD	Housing Asstance Payment	\$	284.00
184.5030.5242.000	Ferneau, Gary	Housing Asstance Payment	\$	417.00
184.5030.5242.000	Ferneau, Gary	Housing Asstance Payment	\$	568.00
184.5030.5242.000	FRIENDLY VALLEY APARTMENTS INC	Housing Asstance Payment	\$	69.00
184.5030.5242.000	FRIENDLY VALLEY APARTMENTS INC	Housing Asstance Payment	\$	120.00
184.5030.5242.000	FRIENDLY VALLEY APARTMENTS INC	Housing Asstance Payment	\$	143.00
184.5030.5242.000	Gonzales, Gilbert	Housing Asstance Payment	\$	551.00
184.5030.5242.000	Gorrell, Joseph	Housing Asstance Payment	\$	430.00
184.5030.5242.000	GOSSARD MOBILE HOMES INC	Housing Asstance Payment	\$	270.00
184.5030.5242.000	GRANT PARK LLC	Housing Asstance Payment	\$	376.00
184.5030.5242.000	GRANT PARK LLC	Housing Asstance Payment	\$	20.00
184.5030.5242.000	GRANT PARK LLC	Housing Asstance Payment	\$	111.00
184.5030.5242.000	GRANT PARK LLC	Housing Asstance Payment	\$	120.00

184.5030.5242.000	GRANT PARK LLC	Housing Asstance Payment	\$	136.00
184.5030.5242.000	GRANT PARK LLC	Housing Asstance Payment	\$	368.00
184.5030.5242.000	GRANT PARK LLC	Housing Asstance Payment	\$	349.00
184.5030.5242.000	GRANT PARK LLC	Housing Asstance Payment	\$	343.00
184.5030.5242.000	GRANT PARK LLC	Housing Asstance Payment	\$	327.00
184.5030.5242.000	GRANT PARK LLC	Housing Asstance Payment	\$	313.00
184.5030.5242.000	GRANT PARK LLC	Housing Asstance Payment	\$	313.00
184.5030.5242.000	GRANT PARK LLC	Housing Asstance Payment	\$	312.00
184.5030.5242.000	GRANT PARK LLC	Housing Asstance Payment	\$	289.00
184.5030.5242.000	GRANT PARK LLC	Housing Asstance Payment	\$	516.00
184.5030.5242.000	GRANT PARK LLC	Housing Asstance Payment	\$	257.00
184.5030.5242.000	GRANT PARK LLC	Housing Asstance Payment	\$	215.00
184.5030.5242.000	GRANT PARK LLC	Housing Asstance Payment	\$	191.00
184.5030.5242.000	GRANT PARK LLC	Housing Asstance Payment	\$	185.00
184.5030.5242.000	GRANT PARK LLC	Housing Asstance Payment	\$	153.00
184.5030.5242.000	GRANT PARK LLC	Housing Asstance Payment	\$	146.00
184.5030.5242.000	GRANT PARK LLC	Housing Asstance Payment	\$	142.00
184.5030.5242.000	GRANT PARK LLC	Housing Asstance Payment	\$	142.00
184.5030.5242.000	GRANT PARK LLC	Housing Asstance Payment	\$	137.00
184.5030.5242.000	GRANT PARK LLC	Housing Asstance Payment	\$	252.00
184.5030.5242.000	GRAY, DENNIS	Housing Asstance Payment	\$	603.00
184.5030.5242.000	GRAY, DENNIS	Housing Asstance Payment	\$	478.00
184.5030.5242.000	GRAY, DENNIS	Housing Asstance Payment	\$	413.00
184.5030.5242.000	HALA, JANET	Housing Asstance Payment	\$	722.00
184.5030.5242.000	HALA, JANET	Housing Asstance Payment	\$	647.00
184.5030.5242.000	HALA, JANET	Housing Asstance Payment	\$	358.00
184.5030.5242.000	HALA, JANET	Housing Asstance Payment	\$	275.00
184.5030.5242.000	HALA, JANET	Housing Asstance Payment	\$	210.00
184.5030.5242.000	HARRIS, TOM	Housing Asstance Payment	\$	324.00
184.5030.5242.000	HATCH, Roger	Housing Asstance Payment	\$	313.00
184.5030.5242.000	HATCH, Roger	Housing Asstance Payment	\$	167.00
184.5030.5242.000	HATCH, Roger	Housing Asstance Payment	\$	591.00
184.5030.5242.000	HATCH, Roger	Housing Asstance Payment	\$	875.00
184.5030.5242.000	HILLTOP VILLAGE INC	Housing Asstance Payment	\$	136.00
184.5030.5242.000	HILLTOP VILLAGE INC	Housing Asstance Payment	\$	190.00
184.5030.5242.000	HILLTOP VILLAGE INC	Housing Asstance Payment	\$	202.00
184.5030.5242.000	HILLTOP VILLAGE INC	Housing Asstance Payment	\$	231.00
184.5030.5242.000	HILLTOP VILLAGE INC	Housing Asstance Payment	\$	126.00
184.5030.5242.000	HILLTOP VILLAGE INC	Housing Asstance Payment	\$	116.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Housing Asstance Payment	\$	271.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Housing Asstance Payment	\$	277.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Housing Asstance Payment	\$	173.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Housing Asstance Payment	\$	189.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Housing Asstance Payment	\$	219.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Housing Asstance Payment	\$	228.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Housing Asstance Payment	\$	241.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Housing Asstance Payment	\$	247.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Housing Asstance Payment	\$	261.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Housing Asstance Payment	\$	588.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Housing Asstance Payment	\$	250.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Housing Asstance Payment	\$	257.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Housing Asstance Payment	\$	248.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Housing Asstance Payment	\$	439.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Housing Asstance Payment	\$	388.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Housing Asstance Payment	\$	382.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Housing Asstance Payment	\$	364.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Housing Asstance Payment	\$	331.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Housing Asstance Payment	\$	316.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Housing Asstance Payment	\$	549.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Housing Asstance Payment	\$	486.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Housing Asstance Payment	\$	136.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Housing Asstance Payment	\$	133.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Housing Asstance Payment	\$	82.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Housing Asstance Payment	\$	44.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Housing Asstance Payment	\$	270.00
184.5030.5242.000	Hodges, Kristin	Housing Asstance Payment	\$	507.00
184.5030.5242.000	HUBBARD MAPLE ST APTS, LLC	Housing Asstance Payment	\$	171.00
184.5030.5242.000	Ibarra, Mayra	Housing Asstance Payment	\$	172.00
184.5030.5242.000	JB I COOP ASSOCIATION	Housing Asstance Payment	\$	493.00

184.5030.5242.000	JB I COOP ASSOCIATION	Housing Asstance Payment	\$	276.00
184.5030.5242.000	JB I COOP ASSOCIATION	Housing Asstance Payment	\$	180.00
184.5030.5242.000	JB I COOP ASSOCIATION	Housing Asstance Payment	\$	370.00
184.5030.5242.000	JUDGE, MIKE	Housing Asstance Payment	\$	168.00
184.5030.5242.000	JUDGE, MIKE	Housing Asstance Payment	\$	117.00
184.5030.5242.000	JUDGE, MIKE	Housing Asstance Payment	\$	581.00
184.5030.5242.000	JUDGE, MIKE	Housing Asstance Payment	\$	359.00
184.5030.5242.000	JUDGE, MIKE	Housing Asstance Payment	\$	268.00
184.5030.5242.000	Klinefelter, Richard J	Housing Asstance Payment	\$	450.00
184.5030.5242.000	KRAMER, Marsha	Housing Asstance Payment	\$	218.00
184.5030.5242.000	LAWSON, RODNEY W	Housing Asstance Payment	\$	49.00
184.5030.5242.000	LAWTHERS PROPERTY MANAGEMENT	Housing Asstance Payment	\$	222.00
184.5030.5242.000	LBO INVESTMENTS	Housing Asstance Payment	\$	467.00
184.5030.5242.000	Lopez, Jaime	Housing Asstance Payment	\$	395.00
184.5030.5242.000	Luense, Brant	Housing Asstance Payment	\$	750.00
184.5030.5242.000	Luense, Brant	Housing Asstance Payment	\$	525.00
184.5030.5242.000	Luense, Brant	Housing Asstance Payment	\$	498.00
184.5030.5242.000	Luense, Brant	Housing Asstance Payment	\$	498.00
184.5030.5242.000	Luense, Brant	Housing Asstance Payment	\$	352.00
184.5030.5242.000	Luense, Brant	Housing Asstance Payment	\$	264.00
184.5030.5242.000	Luense, Brant	Housing Asstance Payment	\$	258.00
184.5030.5242.000	Luense, Brant	Housing Asstance Payment	\$	489.00
184.5030.5242.000	Mansager, Cynthia	Housing Asstance Payment	\$	301.00
184.5030.5242.000	Marion Manor 2	Housing Asstance Payment	\$	559.00
184.5030.5242.000	MARSHALLTOWN SENIOR RESIDENCES LLC	Housing Asstance Payment	\$	494.00
184.5030.5242.000	MARSHALLTOWN SENIOR RESIDENCES LLC	Housing Asstance Payment	\$	566.00
184.5030.5242.000	MARSHALLTOWN SENIOR RESIDENCES LLC	Housing Asstance Payment	\$	421.00
184.5030.5242.000	MARSHALLTOWN SENIOR RESIDENCES LLC	Housing Asstance Payment	\$	396.00
184.5030.5242.000	MARSHALLTOWN SENIOR RESIDENCES LLC	Housing Asstance Payment	\$	268.00
184.5030.5242.000	MARSHALLTOWN SENIOR RESIDENCES LLC	Housing Asstance Payment	\$	260.00
184.5030.5242.000	MARSHALLTOWN SENIOR RESIDENCES LLC	Housing Asstance Payment	\$	255.00
184.5030.5242.000	MARSHALLTOWN SENIOR RESIDENCES LLC	Housing Asstance Payment	\$	253.00
184.5030.5242.000	MARSHALLTOWN SENIOR RESIDENCES LLC	Housing Asstance Payment	\$	208.00
184.5030.5242.000	MARSHALLTOWN SENIOR RESIDENCES LLC	Housing Asstance Payment	\$	65.00
184.5030.5242.000	MARSHALLTOWN SENIOR RESIDENCES LLC	Housing Asstance Payment	\$	418.00
184.5030.5242.000	Moore, Michelle	Housing Asstance Payment	\$	426.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Housing Asstance Payment	\$	157.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Housing Asstance Payment	\$	120.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Housing Asstance Payment	\$	81.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Housing Asstance Payment	\$	307.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Housing Asstance Payment	\$	304.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Housing Asstance Payment	\$	289.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Housing Asstance Payment	\$	276.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Housing Asstance Payment	\$	274.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Housing Asstance Payment	\$	273.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Housing Asstance Payment	\$	446.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Housing Asstance Payment	\$	423.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Housing Asstance Payment	\$	204.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Housing Asstance Payment	\$	211.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Housing Asstance Payment	\$	399.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Housing Asstance Payment	\$	273.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Housing Asstance Payment	\$	233.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Housing Asstance Payment	\$	230.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Housing Asstance Payment	\$	212.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Housing Asstance Payment	\$	327.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Housing Asstance Payment	\$	320.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Housing Asstance Payment	\$	315.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Housing Asstance Payment	\$	196.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Housing Asstance Payment	\$	189.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Housing Asstance Payment	\$	183.00
184.5030.5242.000	Nelson, LaNeal	Housing Asstance Payment	\$	288.00
184.5030.5242.000	NORTH TAMA HOUSING, INC	Housing Asstance Payment	\$	140.00
184.5030.5242.000	NORTH TAMA HOUSING, INC	Housing Asstance Payment	\$	145.00
184.5030.5242.000	OETKER, DEBRA	Housing Asstance Payment	\$	162.00
184.5030.5242.000	OETKER, DEBRA	Housing Asstance Payment	\$	252.00
184.5030.5242.000	Optimal Life Services	Housing Asstance Payment	\$	39.00
184.5030.5242.000	PALISADE HOLDING CO	Housing Asstance Payment	\$	206.00
184.5030.5242.000	Pilot Creek Properties	Housing Asstance Payment	\$	120.00
184.5030.5242.000	Pizano, Sergio	Housing Asstance Payment	\$	151.00

184.5030.5242.000	Premier Iowa City IA LLC	Housing Asstance Payment	\$	45.00
184.5030.5242.000	Premier Iowa City IA LLC	Housing Asstance Payment	\$	350.00
184.5030.5242.000	Premier Iowa City IA LLC	Housing Asstance Payment	\$	348.00
184.5030.5242.000	Premier Iowa City IA LLC	Housing Asstance Payment	\$	244.00
184.5030.5242.000	Premier Iowa City IA LLC	Housing Asstance Payment	\$	228.00
184.5030.5242.000	Premier Iowa City IA LLC	Housing Asstance Payment	\$	168.00
184.5030.5242.000	Premier Iowa City IA LLC	Housing Asstance Payment	\$	477.00
184.5030.5242.000	Premier Iowa City IA LLC	Housing Asstance Payment	\$	701.00
184.5030.5242.000	Premier Real Estate Mgmnt	Housing Asstance Payment	\$	243.00
184.5030.5242.000	Premier Real Estate Mgmnt	Housing Asstance Payment	\$	451.00
184.5030.5242.000	Premier Real Estate Mgmnt	Housing Asstance Payment	\$	491.00
184.5030.5242.000	Premier Real Estate Mgmnt	Housing Asstance Payment	\$	558.00
184.5030.5242.000	Premier Real Estate Mgmnt	Housing Asstance Payment	\$	567.00
184.5030.5242.000	Premier Real Estate Mgmnt	Housing Asstance Payment	\$	567.00
184.5030.5242.000	Premier Real Estate Mgmnt	Housing Asstance Payment	\$	691.00
184.5030.5242.000	Premier Real Estate Mgmnt	Housing Asstance Payment	\$	64.00
184.5030.5242.000	R & A RENTAL PROPERTIES LLC	Housing Asstance Payment	\$	478.00
184.5030.5242.000	RD TOLEDO LLP	Housing Asstance Payment	\$	834.00
184.5030.5242.000	RD TOLEDO LLP	Housing Asstance Payment	\$	4.00
184.5030.5242.000	REED, TONY	Housing Asstance Payment	\$	253.00
184.5030.5242.000	REED, TONY	Housing Asstance Payment	\$	291.00
184.5030.5242.000	REED, TONY	Housing Asstance Payment	\$	408.00
184.5030.5242.000	REED, TONY	Housing Asstance Payment	\$	409.00
184.5030.5242.000	REED, TONY	Housing Asstance Payment	\$	530.00
184.5030.5242.000	REED, TONY	Housing Asstance Payment	\$	560.00
184.5030.5242.000	RIVER BIRCH APTS	Housing Asstance Payment	\$	463.00
184.5030.5242.000	RIVER BIRCH APTS	Housing Asstance Payment	\$	700.00
184.5030.5242.000	RIVER BIRCH APTS	Housing Asstance Payment	\$	77.00
184.5030.5242.000	RIVER BIRCH APTS	Housing Asstance Payment	\$	29.00
184.5030.5242.000	RIVER BIRCH APTS	Housing Asstance Payment	\$	340.00
184.5030.5242.000	RIVER OAKS APARTMENTS	Housing Asstance Payment	\$	145.00
184.5030.5242.000	RIVER OAKS APARTMENTS	Housing Asstance Payment	\$	346.00
184.5030.5242.000	RIVER OAKS APARTMENTS	Housing Asstance Payment	\$	377.00
184.5030.5242.000	RIVER OAKS APARTMENTS	Housing Asstance Payment	\$	427.00
184.5030.5242.000	RIVER OAKS APARTMENTS	Housing Asstance Payment	\$	485.00
184.5030.5242.000	RIVER OAKS APARTMENTS	Housing Asstance Payment	\$	515.00
184.5030.5242.000	RIVER OAKS APARTMENTS	Housing Asstance Payment	\$	638.00
184.5030.5242.000	RIVER OAKS APARTMENTS	Housing Asstance Payment	\$	755.00
184.5030.5242.000	RIVER OAKS APARTMENTS	Housing Asstance Payment	\$	88.00
184.5030.5242.000	SCHMIDT, Michael T	Housing Asstance Payment	\$	400.00
184.5030.5242.000	SCOTT, LESLIE	Housing Asstance Payment	\$	434.00
184.5030.5242.000	SESKER, RICK	Housing Asstance Payment	\$	189.00
184.5030.5242.000	Squire, Bert	Housing Asstance Payment	\$	191.00
184.5030.5242.000	STEELSMITH, GREG	Housing Asstance Payment	\$	326.00
184.5030.5242.000	STEELSMITH, GREG	Housing Asstance Payment	\$	349.00
184.5030.5242.000	STEELSMITH, GREG	Housing Asstance Payment	\$	354.00
184.5030.5242.000	SUNRISE APARTMENTS, INC	Housing Asstance Payment	\$	116.00
184.5030.5242.000	Swift, Scott	Housing Asstance Payment	\$	370.00
184.5030.5242.000	SWITZER, TOM	Housing Asstance Payment	\$	375.00
184.5030.5242.000	Tacoma Housing Authority	Housing Asstance Payment	\$	901.00
184.5030.5242.000	Town Apartments Corporation	Housing Asstance Payment	\$	128.00
184.5030.5242.000	Town Apartments Corporation	Housing Asstance Payment	\$	82.00
184.5030.5242.000	Walker, Angela	Housing Asstance Payment	\$	282.00
184.5030.5242.000	WEATHERLY, ERIN & BOB	Housing Asstance Payment	\$	663.00
184.5030.5242.000	Worent Inc	Housing Asstance Payment	\$	271.00
184.5030.5242.000	Worent Inc	Housing Asstance Payment	\$	345.00
184.5030.5242.000	Worsfold Farm LLC	Housing Asstance Payment	\$	364.00
184.5030.5246.000	Aponte, Miguel	Housing Asstance Payment	\$	27.00
184.5030.5246.000	Johnson, Alesha	Housing Asstance Payment	\$	31.00
184.5030.5246.000	Kastein, Elizabeth	Housing Asstance Payment	\$	15.00
184.5030.5246.000	Samuel, Twyna	Housing Asstance Payment	\$	68.00
184.5030.5246.000	Schmudlach, Cody	Housing Asstance Payment	\$	10.00
184.5030.5246.000	Shattuck, Tracy	Housing Asstance Payment	\$	10.00
184.5030.5246.000	Squires, Christina	Housing Asstance Payment	\$	40.00
184.5030.5246.000	Vung, Cing	Housing Asstance Payment	\$	63.00
184.5030.5246.000	Weatherly, Cassandra	Housing Asstance Payment	\$	31.00
184.5030.5246.000	Werner, Jessica	Housing Asstance Payment	\$	13.00
184.5030.5246.000	Wilson, Ranae	Housing Asstance Payment	\$	13.00
184.5030.5344.000	PREMIER OFFICE EQUIPMENT	Housing contract copies	\$	53.24

184.5030.5347.000	MRI Software LLC	December 2021 screenings	\$ 8.00
184.5030.5347.000	MRI Software LLC	Occupant applications	\$ 16.00
184.5030.5360.000	GREAT WESTERN BANK	POSTAGE	\$ 9.95
184.5030.5360.000	GREAT WESTERN BANK	POSTAGE	\$ 300.00
184.5030.5450.000	GREAT WESTERN BANK	TELEPHONE	\$ 68.99
184.5030.5450.000	CENTURYLINK	ALL PHONE LINES	\$ 19.30
184.5030.5450.000	CENTURYLINK	TRUNK LINES	\$ 17.17
184.5030.5450.000	CENTURYLINK	TRUNK LINES	\$ 17.17
189.3040.5251.000	GREAT WESTERN BANK	XRF LICENSE	\$ 700.00
189.3040.5410.000	FEXSTEVE LIMITED CO	409 E LINN ST	\$ 28,500.00
189.3040.5415.000	FEXSTEVE LIMITED CO	409 E LINN ST	\$ 1,250.00
189.3040.5433.000	Ordaz, Jose	308 N Center St lead hazard reduction program	\$ 550.00
189.3040.5433.000	Vajgrt, Roger	10 Lackey Terr storage	\$ 600.00
189.3040.5450.000	CENTURYLINK	ALL PHONE LINES	\$ 9.65
189.3040.5450.000	CENTURYLINK	TRUNK LINES	\$ 8.59
189.3040.5450.000	CENTURYLINK	TRUNK LINES	\$ 8.59
311.2012.5233.000	Bolton & Menk Inc	increase	\$ 4,406.00
311.2012.5342.000	ITC Midwest LLC	Relocate/remove guy anchors Edgewood Roadway	\$ 11,517.00
312.2080.5776.000	GREAT WESTERN BANK	Airport terminal wiring	\$ 390.00
312.2080.5776.000	GREAT WESTERN BANK	Airport terminal wiring	\$ 96.75
312.2080.5776.000	GREAT WESTERN BANK	Airport terminal wiring	\$ 27.86
312.2080.5776.000	CRESCENT ELECTRIC SUPPLY CO	Airport terminal wiring	\$ 608.20
340.4030.5233.000	CALHOUN-BURNS AND ASSOCIATES, INC	TRL17002 Iowa River's Edge Trail	\$ 10,214.90
341.5010.5611.000	GREAT WESTERN BANK	Tree straps	\$ 365.99
355.1075.5210.000	GRIMES BUCK SCHOELL BEACH & HITCHINS	Services 4/6-5/16/22	\$ 24.05
355.1075.5230.000	GRIMES BUCK SCHOELL BEACH & HITCHINS	Services 4/6-5/16/22	\$ 250.00
355.1075.5230.000	LYNCH DALLAS PC	Nuisance/ Enforcement	\$ 125.00
355.1075.5230.000	MARSHALL COUNTY ABSTRACT CO	Mitchells addition	\$ 125.00
355.1075.5230.000	MARSHALL COUNTY ABSTRACT CO	Melrose Park Addition	\$ 125.00
355.1075.5234.000	GRIMES BUCK SCHOELL BEACH & HITCHINS	Services 4/6-5/16/22	\$ 315.00
355.1075.5234.000	LYNCH DALLAS PC	Real Estate	\$ 927.25
355.1075.5234.000	LYNCH DALLAS PC	Nuisance/ Enforcement	\$ 4,154.50
355.1075.5234.000	LYNCH DALLAS PC	Nuisance/ Enforcement	\$ 84.83
355.1075.5250.000	LYNCH DALLAS PC	Nuisance/ Enforcement	\$ 60.00
355.1075.5290.000	ICAP	Insure 20 E Main St & 21 W Main St	\$ 1,226.00
355.1075.5342.000	BJELLAND PLUMBING INC	cap sewer 102 & 104 W Main St	\$ 96.00
355.1075.5342.000	BJELLAND PLUMBING INC	10-12 W Main St disconnects	\$ 11,617.02
355.1075.5370.000	LYNCH DALLAS PC	Nuisance/ Enforcement	\$ 93.90
363.2010.5233.000	STANLEY CONSULTANTS INC.	STR21002 S. Center St Bridge	\$ 15,568.00
363.2012.5233.000	Bolton & Menk Inc	Professional Services - State Street Reconstructio	\$ 16,551.00
395.2012.5779.000	CONSTRUCT INC	ECO21006 Creekside Estates	\$ 68,327.25
610.8015.5220.000	MARSHALLTOWN WATER WORKS	Sanitary Collections Costs	\$ 7,995.43
610.8015.5280.000	GREAT WESTERN BANK	IDNR OPERATOR CERT. FEE	\$ 32.29
610.8015.5339.000	MCFARLAND CLINIC PC	random testing	\$ 36.96
610.8015.5342.000	Hansen, Jay	Feb 2022-May 2022 WPCP cleaning services	\$ 2,268.00
610.8015.5342.000	HANSEN, STEVE	2022 WPCP vegetation control	\$ 1,968.00
610.8015.5342.000	STONE SANITATION	Waste Plant	\$ 118.78
610.8015.5342.000	STONE SANITATION	May 2022 digester roof dumpster	\$ 379.68
610.8015.5344.000	XEROX CORPORATION	May 2022 Xerox & copies	\$ 42.28
610.8015.5347.000	BDH INFORMATION TECHNOLOGY LLC	Backup Veeam & recovery WPCP	\$ 19.40
610.8015.5351.000	WRH Inc	WPC20001 Final Clarifier Rehab	\$ 4,750.00
610.8015.5360.000	GREAT WESTERN BANK	SHIPPING CHARGES	\$ 12.65
610.8015.5360.000	GREAT WESTERN BANK	SHIP SAMPLE TO KEYSTONE	\$ 12.15
610.8015.5380.000	SCHARNWEBER WATER CONDITIONING INC	May 2022 water softener lease	\$ 27.00
610.8015.5386.000	Grewell Lawn & Snow Removal Services LLC	May 2022 Lawn Mowing services	\$ 1,660.00
610.8015.5410.000	GREAT WESTERN BANK	LAB CALIBRATION SERVICES	\$ 110.20
610.8015.5410.000	GREAT WESTERN BANK	TRAVERSE TIRE REPAIR	\$ 15.00
610.8015.5410.000	ZIEGLER INC	Prelim Gen C27 Test Stator level 4	\$ 2,369.00
610.8015.5410.000	ZIEGLER INC	Prelim. Gen C27 load bank testing level 5	\$ 3,451.39
610.8015.5450.000	GREAT WESTERN BANK	MAY 2022 MEDIACOM ONLINE	\$ 75.00
610.8015.5450.000	CENTURYLINK	WPCP Backup Analog 752-9779	\$ 78.80
610.8015.5450.000	CENTURYLINK	ALL PHONE LINES	\$ 28.95
610.8015.5450.000	CENTURYLINK	TRUNK LINES	\$ 25.76
610.8015.5450.000	CENTURYLINK	TRUNK LINES	\$ 25.76
610.8015.5450.000	FIRSTNET-AT&T Mobility	PW cell phones	\$ 104.54
610.8015.5450.000	FIRSTNET-AT&T Mobility	PW and Parks cell phones	\$ 104.54
610.8015.5450.000	HEART OF IOWA COMMUNICATIONS CO-OP	Direct Connection Internet PW/WPCP	\$ 419.90
610.8015.5460.000	GREAT WESTERN BANK	IAEI SPRING MEETING-STARITS	\$ 300.00
610.8015.5481.000	ALLIANT ENERGY	JBS 402 N 10TH AVE	\$ 19.73

610.8015.5483.000	MARSHALLTOWN WATER WORKS	May 2022 Plant water usage	\$	1,077.98
610.8015.5565.000	GREAT WESTERN BANK	2007 F350 TRUCK TIRES	\$	1,521.83
610.8015.5600.000	GREAT WESTERN BANK	SAMPLER HOSE,TUBING,PUMP	\$	1,899.43
610.8015.5600.000	GREAT WESTERN BANK	INDUSTRIAL PRESS. GAUGES	\$	43.90
610.8015.5600.000	GREAT WESTERN BANK	AIRLESS PAINT SPRAYER	\$	840.70
610.8015.5600.000	GREAT WESTERN BANK	LEAF RAKE,TELESCOP. POLE	\$	102.85
610.8015.5600.000	GREAT WESTERN BANK	GRASS SEED	\$	125.00
610.8015.5600.000	GREAT WESTERN BANK	SPREADER,TIES,MNFLD,BULB	\$	210.63
610.8015.5600.000	GREAT WESTERN BANK	ADM CONF ELECT SUPPLIES	\$	76.54
610.8015.5600.000	GREAT WESTERN BANK	ENGINE RM LOUVER SUPPLIES	\$	199.80
610.8015.5600.000	GREAT WESTERN BANK	LAUNDRY DTRGNT, HOSE BARB	\$	67.44
610.8015.5600.000	GREAT WESTERN BANK	ABSORBENT MATS, SPILL KITS	\$	321.55
610.8015.5600.000	GREAT WESTERN BANK	AIR MONITOR REPLACEMENT	\$	409.60
610.8015.5600.000	GREAT WESTERN BANK	P-HANDLE CART,SNAP SPRGS	\$	144.78
610.8015.5600.000	GREAT WESTERN BANK	DOWNSPOUT EXTENSIONS	\$	21.98
610.8015.5600.000	GREAT WESTERN BANK	LAWN MOWER OIL, FILTER	\$	27.49
610.8015.5600.000	GREAT WESTERN BANK	ADM CONF TV,MOUNT,CABLE	\$	496.96
610.8015.5603.000	GREAT WESTERN BANK	LAB ANALYSIS - SOIL 118	\$	386.28
610.8015.5603.000	Eurofins TestAmerica	lab analysis- E.coli	\$	88.20
610.8015.5603.000	KEYSTONE LAB INC	lab anaysis - Pre-App, Dig #3	\$	149.25
610.8015.5603.000	KEYSTONE LAB INC	Lab analysis- biosolids hauling	\$	99.50
610.8015.5603.000	MIDLAND SCIENTIFIC INC	lab supplies - buffer solutions	\$	210.75
610.8015.5603.000	MIDLAND SCIENTIFIC INC	lab supplies -sensor cap replacement kit, cylinder	\$	224.15
610.8015.5603.000	MIDLAND SCIENTIFIC INC	lab supplies- centrifuge tubes	\$	90.30
610.8015.5603.000	MIDLAND SCIENTIFIC INC	lab supplies - Sulfarric acid reagent, nitrate	\$	84.31
610.8015.5603.000	MIDLAND SCIENTIFIC INC	lab supplies - filter paper, rubber pipette filler	\$	503.95
610.8015.5603.000	MIDLAND SCIENTIFIC INC	lab supplies - pipette filler	\$	22.35
610.8015.5612.000	GREAT WESTERN BANK	ADM CONF CABLE,KYBD,MSE	\$	87.68
610.8015.5612.000	GREAT WESTERN BANK	ADM CONF CABLE,CONNCTR	\$	24.48
610.8015.5718.000	ELECTRIC PUMP INC	UV trojan ballast kits	\$	6,223.10
610.8015.5718.000	VAN METER INC	SCADA generator/ PLC replacement module	\$	2,498.34
610.8015.5980.000	Ayala, Esperanza	Sewer refund 2022- pool	\$	25.00
610.8015.5980.000	Clawson, Chad	Sewer refund 2022- pool	\$	60.89
610.8015.5980.000	DeRuiter, Kellie	Sewer refund 2022- pool	\$	48.48
610.8015.5980.000	Doege, Margarita	Sewer refund 2022- outside faucet	\$	80.86
610.8015.5980.000	DOUGALL, HUGH	Sewer refund 2022- pool	\$	25.00
610.8015.5980.000	Eigenberger, Candise	Sewer refund 2022- pool	\$	21.97
610.8015.5980.000	Eurom, Craig	Sewer refund 2022- pool	\$	21.97
610.8015.5980.000	Fox, Sharon	Sewer refund 2022- pool	\$	63.28
610.8015.5980.000	Gomez, Andrea	Sewer refund 2022- pool	\$	41.58
610.8015.5980.000	KOCH JR, MEL	Sewer refund 2022- pool	\$	60.89
610.8015.5980.000	Maxwell, Autumn	Sewer refund 2022- pool	\$	21.97
610.8015.5980.000	O'Shea, Patrick	Sewer refund 2022- pool	\$	31.64
610.8015.5980.000	Perez, Natalie	Sewer refund 2022- pool	\$	35.17
610.8015.5980.000	Rodriguez, Karina	Sewer refund 2022- pool	\$	21.89
610.8015.5980.000	ROE, ARRIEL	Sewer refund 2022- pool	\$	63.28
610.8015.5980.000	Sanchez, Amanda	Sewer refund 2022- pool	\$	60.89
610.8015.5980.000	STEWARD, AARON	Sewer refund 2022- pool	\$	62.82
610.8015.5980.000	Troutner, Shawn	Sewer refund 2022- pool	\$	39.06
610.8015.5980.000	Zamora, Raquel	Sewer refund 2022- pool	\$	60.89
610.8016.5132.000	GREAT WESTERN BANK	New employee reflective apparel	\$	31.18
610.8016.5132.000	THEISENS SUPPLY INC	Sewer dept employee clothing	\$	23.99
610.8016.5132.000	THEISENS SUPPLY INC	Sewer dept employee clothing	\$	(113.99)
610.8016.5132.000	THEISENS SUPPLY INC	Sewer dept employee clothing	\$	(23.99)
610.8016.5132.000	THEISENS SUPPLY INC	Sewer dept employee clothing	\$	113.99
610.8016.5132.000	THEISENS SUPPLY INC	Sewer dept employee clothing	\$	26.99
610.8016.5132.000	THEISENS SUPPLY INC	Sewer dept employee clothing	\$	107.99
610.8016.5230.000	IOWA ONE CALL	Sewer dept underground location services	\$	164.28
610.8016.5251.000	Miller, Coltyn	Sewer dept CDL replacement	\$	6.90
610.8016.5342.000	Hansen, Jay	Feb 2022-May 2022 WPCP/ Sewer cleaning services	\$	120.00
610.8016.5344.000	KOCH Office Group	copies 11/25/21-2/24/22	\$	13.03
610.8016.5412.000	ZIEGLER INC	Turner St LS Gen. C9 routine maint level 1,4,5	\$	3,809.95
610.8016.5450.000	CENTURYLINK	ALL PHONE LINES	\$	11.58
610.8016.5450.000	CENTURYLINK	TRUNK LINES	\$	10.30
610.8016.5450.000	CENTURYLINK	TRUNK LINES	\$	10.30
610.8016.5450.000	FIRSTNET-AT&T Mobility	PW cell phones	\$	49.52
610.8016.5450.000	FIRSTNET-AT&T Mobility	PW and Parks cell phones	\$	49.52
610.8016.5450.000	HEART OF IOWA COMMUNICATIONS CO-OP	Direct Connection Internet PW/WPCP	\$	251.94
610.8016.5450.000	VERIZON WIRELESS	PW superintendent monthly cell phone	\$	24.97

610.8016.5481.000	ALLIANT ENERGY	1511 Rolling Meadows Rd	\$	144.88
610.8016.5481.000	ALLIANT ENERGY	S 2nd St cnr Player	\$	383.34
610.8016.5481.000	ALLIANT ENERGY	N 22nd St	\$	125.79
610.8016.5565.000	NAPA AUTO PARTS	Vactor wiper blades	\$	11.16
610.8016.5600.000	DIAMOND VOGEL INC	headwall & sidewall paint	\$	124.94
610.8016.5600.000	GERVICH & SONS INC	steel for headwall & sidewalks	\$	228.00
610.8016.5600.000	MACQUEEN EQUIPMENT	Sewer dept Rodder line	\$	1,469.64
610.8016.5600.000	MENARDS	Sewer dept lumber	\$	12.41
610.8016.5600.000	MENARDS	Headwall & Sidewall construction	\$	78.44
610.8016.5600.000	Southern Source Industries Inc	Wasp and Hornet spray	\$	1,216.31
610.8016.5600.000	Southern Source Industries Inc	Sewer line degreaser	\$	1,199.88
610.8016.5600.000	Southern Source Industries Inc	high heat sanitary sewer line cleaner	\$	1,124.01
610.8016.5600.000	THEISENS SUPPLY INC	Sewer dept spray paint	\$	12.58
610.8016.5600.000	THEISENS SUPPLY INC	Sewer dept heavy hinge and bolts	\$	63.58
610.8016.5600.000	THEISENS SUPPLY INC	Sewer dept supplies	\$	19.82
610.8016.5750.000	HAWKEYE TRUCK EQUIPMENT INC	Bed & hoist for new truck included in CIP purchase	\$	5,871.00
610.8016.5810.000	Iowa Finance Authority	State Revolving Fun loan payments	\$	175,000.00
610.8016.5820.000	Iowa Finance Authority	State Revolving Fun loan payments	\$	15,677.56
610.8016.5820.000	Iowa Finance Authority	State Revolving Fund loan payments	\$	4,557.43
690.8050.4875.000	MENARDS	REBATE 6283138796	\$	(31.54)
690.8050.5132.000	CITY LAUNDERING COMPANY	uniform cleaning-Transit dept	\$	31.61
690.8050.5132.000	CITY LAUNDERING COMPANY	uniform cleaning-Transit dept	\$	31.61
690.8050.5132.000	CITY LAUNDERING COMPANY	uniform cleaning-Transit dept	\$	31.61
690.8050.5210.000	Trending Media Inc	Transit advertising	\$	300.00
690.8050.5210.000	Trending Media Inc	Transit advertising	\$	70.00
690.8050.5370.000	Sho Biz Inc dba Minuteman	Bus routes	\$	550.00
690.8050.5370.000	Sho Biz Inc dba Minuteman	Spanish bus routes	\$	138.00
690.8050.5380.000	AAA SEPTIC SERVICE INC	Fisher Comm Ctr toilet rental	\$	100.00
690.8050.5410.000	MCATEE TIRE SALES & SERVICE INC	Bus #121 tires and services	\$	380.00
690.8050.5450.000	CENTURYLINK	PW Analog 752-4388	\$	31.63
690.8050.5450.000	CENTURYLINK	ALL PHONE LINES	\$	9.65
690.8050.5450.000	CENTURYLINK	TRUNK LINES	\$	8.59
690.8050.5450.000	CENTURYLINK	TRUNK LINES	\$	8.59
690.8050.5565.000	GREAT WESTERN BANK	Bus camera footage cards	\$	1,521.83
690.8050.5565.000	ARNOLD MOTOR SUPPLY LLP	Transit oil filters	\$	96.31
690.8050.5565.000	ARNOLD MOTOR SUPPLY LLP	Parks #714 battery	\$	111.67
690.8050.5565.000	GILLIG LLC	Bus 131 shock absorbers	\$	293.94
690.8050.5565.000	GILLIG LLC	Transit #131 valve assembly	\$	620.00
690.8050.5565.000	GILLIG LLC	Transit #101 spring arm and assy	\$	191.36
690.8050.5565.000	Hogan Manufacturing Inc	Bus drive shaft	\$	328.94
690.8050.5565.000	Holmes Radiator	Bus #011 charge air cooler	\$	2,575.00
690.8050.5565.000	Holmes Radiator	Bus #011 charge air cooler	\$	995.00
690.8050.5565.000	MCATEE TIRE SALES & SERVICE INC	Bus #121 tires and services	\$	1,830.12
690.8050.5565.000	NAPA AUTO PARTS	Transit air dryer cartridges	\$	230.76
690.8050.5565.000	NAPA AUTO PARTS	Transit fittings	\$	5.86
690.8050.5565.000	NAPA AUTO PARTS	Bus #109 cartridge AD9	\$	102.39
690.8050.5565.000	NAPA AUTO PARTS	serpentine belts	\$	73.49
690.8050.5565.000	NAPA AUTO PARTS	serpentine belts	\$	(66.99)
690.8050.5565.000	NAPA AUTO PARTS	Bus #109 hose clamps	\$	18.21
690.8050.5565.000	NAPA AUTO PARTS	hose clamps	\$	81.94
690.8050.5600.000	GREAT WESTERN BANK	Transit spill clean up kits	\$	107.88
690.8050.5600.000	GREAT WESTERN BANK	Transit First Aid kits	\$	47.94
690.8050.5600.000	MENARDS	Transit cleaning supplies	\$	32.44
690.8050.5600.000	NUTRIEN AG SOLUTIONS INC	Transit Delvac super and drum credit	\$	995.00
690.8050.5605.000	Sho Biz Inc dba Minuteman	Transit envelopes	\$	98.70
690.8050.5611.000	CTI Ready Mix Inc	Transit floor drain	\$	237.75
740.8065.5132.000	GREAT WESTERN BANK	New employee reflective apparel	\$	20.78
740.8065.5132.000	THEISENS SUPPLY INC	Sewer dept employee clothing	\$	15.99
740.8065.5132.000	THEISENS SUPPLY INC	Sewer dept employee clothing	\$	(76.00)
740.8065.5132.000	THEISENS SUPPLY INC	Sewer dept employee clothing	\$	(16.00)
740.8065.5132.000	THEISENS SUPPLY INC	Sewer dept employee clothing	\$	18.00
740.8065.5132.000	THEISENS SUPPLY INC	Sewer dept employee clothing	\$	76.00
740.8065.5132.000	THEISENS SUPPLY INC	Sewer dept employee clothing	\$	72.00
740.8065.5220.000	MARSHALLTOWN WATER WORKS	Storm Sewer Collection Services	\$	256.75
740.8065.5230.000	IOWA ONE CALL	Sewer dept underground location services	\$	109.52
740.8065.5251.000	Miller, Coltny	Sewer dept CDL replacement	\$	4.60
740.8065.5342.000	CONSTRUCT INC	increase	\$	4,633.48
740.8065.5342.000	Hansen, Jay	Feb 2022-May 2022 WPCP/ Sewer cleaning services	\$	80.00
740.8065.5344.000	KOCH Office Group	copies 11/25/21-2/24/22	\$	7.82

740.8065.5450.000	CENTURYLINK	ALL PHONE LINES	\$ 7.72
740.8065.5450.000	CENTURYLINK	TRUNK LINES	\$ 6.87
740.8065.5450.000	CENTURYLINK	TRUNK LINES	\$ 6.87
740.8065.5450.000	FIRSTNET-AT&T Mobility	PW cell phones	\$ 33.02
740.8065.5450.000	FIRSTNET-AT&T Mobility	PW and Parks cell phones	\$ 33.02
740.8065.5450.000	HEART OF IOWA COMMUNICATIONS CO-OP	Direct Connection Internet PW/WPCP	\$ 167.96
740.8065.5450.000	VERIZON WIRELESS	PW superintendent monthly cell phone	\$ 16.65
740.8065.5565.000	NAPA AUTO PARTS	Vactor wiper blades	\$ 7.44
740.8065.5600.000	CTI Ready Mix Inc	802 W Main St Storm sewer	\$ 287.21
740.8065.5600.000	CTI Ready Mix Inc	Madison and 9th Storm sewer	\$ 251.84
740.8065.5600.000	CTI Ready Mix Inc	802 W Main St storm sewer	\$ 570.15
740.8065.5600.000	CTI Ready Mix Inc	802 W Main St Storm sewer	\$ 640.88
740.8065.5600.000	CTI Ready Mix Inc	801 Joan Terrace storm sewer repair	\$ 251.84
740.8065.5600.000	MACQUEEN EQUIPMENT	Sewer dept Rodder line	\$ 979.76
740.8065.5600.000	MENARDS	Sewer dept lumber	\$ 8.28
740.8065.5750.000	HAWKEYE TRUCK EQUIPMENT INC	Bed & hoist for new truck included in CIP purchase	\$ 3,914.00
750.8070.5450.000	CENTURYLINK	ALL PHONE LINES	\$ 9.65
750.8070.5450.000	CENTURYLINK	TRUNK LINES	\$ 8.59
750.8070.5450.000	CENTURYLINK	TRUNK LINES	\$ 8.59
760.8080.5608.000	ATLANTIC BOTTLING CO	Aquatic center resale products	\$ 2,149.48
760.8080.5608.000	NORTHERN LIGHTS DISTRIBUTING	Aquatic center resale products	\$ 3,556.69
760.8080.5608.000	NORTHERN LIGHTS DISTRIBUTING	Pool resale products	\$ 222.56
881.1010.5230.000	BERNIE LOWE & ASSOC Inc	pad medical claims	\$ 15.29
881.1010.5230.000	BERNIE LOWE & ASSOC Inc	Paid medical claims	\$ 98.22
881.1010.5339.000	BERNIE LOWE & ASSOC Inc	paid medcial claims	\$ 165.83
881.1010.5339.000	BERNIE LOWE & ASSOC Inc	Paid medical claims	\$ 1,204.19
881.1010.5339.000	Hunter Lane LLC	paid medical claims	\$ 26.08
881.1010.5339.000	Hunter Lane LLC	Paid Medical claims	\$ 34.86
881.1010.5339.000	Hunter Lane LLC	Paid Medical claims	\$ 635.23
881.1010.5339.000	Occupational Medicine Plus PC	Pre-employment testing	\$ 115.00
881.1050.5339.000	Hunter Lane LLC	paid medical claims	\$ 132.95
884.6021.4875.000	Health Partners	stop loss/ credits	\$ (12,795.99)
884.6021.4875.000	Health Partners	stop loss/ credits	\$ (6,374.22)
884.6021.4875.000	Health Partners	Health claims 5/19-5/25	\$ (446.41)
884.7010.5230.000	Health Partners	Fees and premiums	\$ 12,008.03
884.7010.5337.000	Health Partners	Fees and premiums	\$ 24,119.55
884.7010.5337.000	HARTFORD- PRIORITY ACCTS	June Insurance premium	\$ 6,597.56
884.7010.5339.000	Health Partners	Dental claims 5/05-5/11/22	\$ 3,788.02
884.7010.5339.000	Health Partners	Health claims 5/05-5/11	\$ 34,672.49
884.7010.5339.000	Health Partners	Dental claims 05/12-05/18/22	\$ 2,810.20
884.7010.5339.000	Health Partners	Health claims 5/12-5/18/22	\$ 54,085.32
884.7010.5339.000	Health Partners	Dental claims 5/19-5/26	\$ 3,027.59
884.7010.5339.000	Health Partners	Health claims 5/19-5/25	\$ 57,914.67
886.2010.5151.000	Occupational Medicine Plus PC	Pre-employment testing	\$ 179.00
999.1101.000	INTERNAL REVENUE SERVICE	Bi-Weekly Federal Taxes	\$ 26,520.37
999.1101.000	INTERNAL REVENUE SERVICE	Bi-Weekly Federal Taxes	\$ 13,416.33
999.1101.000	INTERNAL REVENUE SERVICE	Bi-Weekly Federal Taxes	\$ 26,809.85
999.1101.000	INTERNAL REVENUE SERVICE	Bi-Weekly Federal Taxes	\$ 16,257.36
999.1102.000	TREASURER STATE OF IOWA	Bi-Weekly Payroll SIT	\$ 11,944.30
999.1102.000	TREASURER STATE OF IOWA	Bi-Weekly Payroll SIT	\$ 5,329.89
999.1102.000	TREASURER STATE OF IOWA	Bi-Weekly Payroll SIT	\$ 12,030.29
999.1102.000	TREASURER STATE OF IOWA	Bi-Weekly Payroll SIT	\$ 6,405.27
999.1103.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Social Security	\$ 26,731.06
999.1103.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Social Security	\$ 4,369.98
999.1103.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Social Security	\$ 27,339.70
999.1103.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Social Security	\$ 4,392.62
999.1105.000	MUNICIPAL FIRE & POLICE RETIREMENT	PRIOR MONTH MFPRSI CONTRIBUTIONS	\$ 29,802.30
999.1105.000	MUNICIPAL FIRE & POLICE RETIREMENT	PRIOR MONTH MFPRSI CONTRIBUTIONS	\$ 34,901.67
999.1105.000	MUNICIPAL FIRE & POLICE RETIREMENT	PRIOR MONTH MFPRSI CONTRIBUTIONS	\$ 29,706.26
999.1105.000	MUNICIPAL FIRE & POLICE RETIREMENT	PRIOR MONTH MFPRSI CONTRIBUTIONS	\$ 34,411.10
999.1106.000	IOWA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	PRIOR MONTH IPERS CONTRIBUTIONS	\$ 33,981.10
999.1106.000	IOWA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	PRIOR MONTH IPERS CONTRIBUTIONS	\$ 199.45
999.1106.000	IOWA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	PRIOR MONTH IPERS CONTRIBUTIONS	\$ 5,535.87
999.1106.000	IOWA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	ROUNDING	\$ (0.16)
999.1106.000	IOWA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	PRIOR MONTH IPERS CONTRIBUTIONS	\$ 32,420.23
999.1106.000	IOWA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	J. VILLA - ER PORTION NEEDS PAID TO IPERS	\$ 174.41
999.1106.000	IOWA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	J. VILLA - ER REIMBURSEMENT REFUNDED 5/26	\$ 1,345.19
999.1106.000	IOWA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	PRIOR MONTH IPERS CONTRIBUTIONS	\$ 199.45
999.1106.000	IOWA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	PRIOR MONTH IPERS CONTRIBUTIONS	\$ 5,704.52

999.1107.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Medicare	\$	8,655.64
999.1107.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Medicare	\$	3,959.32
999.1107.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Medicare	\$	8,800.62
999.1107.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Medicare	\$	4,452.20
999.1112.000	UNITED WAY	UNITED WAY	\$	700.88
999.1112.000	UNITED WAY	UNITED WAY	\$	83.00
999.1112.000	UNITED WAY	UNITED WAY	\$	700.88
999.1112.000	UNITED WAY	UNITED WAY	\$	83.00
999.1121.000	American Education Services	PR WITHHOLDING	\$	64.41
999.1121.000	American Education Services	PR WITHHOLDING	\$	64.41
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	COLLECTION SERVICES CENTER	CHILD SUPPORT	\$	102.11
999.1121.000	COLLECTION SERVICES CENTER	CHILD SUPPORT	\$	461.53
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	\$	102.11
999.1121.000	COLLECTION SERVICES CENTER	CHILD SUPPORT	\$	461.53
999.1121.000	Family Support Payment Center	CHILD SUPPORT	\$	138.46
999.1121.000	Family Support Payment Center	CHILD SUPPORT	\$	138.46
999.1121.000	LINN COUNTY SHERIFF	PR WITHHOLDING	\$	351.16
999.1121.000	LINN COUNTY SHERIFF	WITHHOLDING	\$	301.40
999.1125.000	FIDELITY SECURITY LIFE INSURANCE CO	VISION INSURANCE	\$	338.52
999.1125.000	FIDELITY SECURITY LIFE INSURANCE CO	VISION INSURANCE	\$	113.84
999.1125.000	FIDELITY SECURITY LIFE INSURANCE CO	VISION INSURANCE	\$	348.29
999.1125.000	FIDELITY SECURITY LIFE INSURANCE CO	VISION INSURANCE	\$	113.84
999.1128.000	TOTAL ADMINISTRATIVE SERVICE CORP.	PR#11 TASC ROUNDING	\$	(0.19)
999.1128.000	TOTAL ADMINISTRATIVE SERVICE CORP.	FLEX HEALTH BENEFITS	\$	5,038.68
999.1128.000	TOTAL ADMINISTRATIVE SERVICE CORP.	FLEX HEALTH BENEFITS	\$	891.63
999.1128.000	TOTAL ADMINISTRATIVE SERVICE CORP.	ROUNDING	\$	(0.19)
999.1128.000	TOTAL ADMINISTRATIVE SERVICE CORP.	FLEX HEALTH BENEFITS	\$	5,038.68
999.1128.000	TOTAL ADMINISTRATIVE SERVICE CORP.	FLEX HEALTH BENEFITS	\$	858.30
999.1129.000	TOTAL ADMINISTRATIVE SERVICE CORP.	FLEX DEP CARE BENEFITS	\$	811.66
999.1129.000	TOTAL ADMINISTRATIVE SERVICE CORP.	FLEX DEP CARE BENEFITS	\$	276.67
999.1129.000	TOTAL ADMINISTRATIVE SERVICE CORP.	FLEX DEP CARE BENEFITS	\$	811.66
999.1129.000	TOTAL ADMINISTRATIVE SERVICE CORP.	FLEX DEP CARE BENEFITS	\$	276.67
999.1131.000	ICMA 457-Mission Square Retirement	ICMA DEF COMP	\$	683.19
999.1131.000	ICMA 457-Mission Square Retirement	ICMA DEF COMP	\$	4,928.23
999.1131.000	ICMA 457-Mission Square Retirement	ICMA DEFERRED COMP	\$	935.10
999.1131.000	ICMA 457-Mission Square Retirement	ICMA LOAN REPAYMENT	\$	352.68
999.1131.000	ICMA 457-Mission Square Retirement	ICMA DEF COMP	\$	230.76
999.1131.000	ICMA 457-Mission Square Retirement	ROTH < 50	\$	1,439.23
999.1131.000	ICMA 457-Mission Square Retirement	ROTH > 50	\$	2,661.73
999.1131.000	ICMA 457-Mission Square Retirement	ICMA DEF COMP	\$	1,075.00
999.1131.000	ICMA 457-Mission Square Retirement	ICMA DEF COMP	\$	269.23
999.1131.000	ICMA 457-Mission Square Retirement	ROTH < 50	\$	1,342.28
999.1131.000	ICMA 457-Mission Square Retirement	ROTH > 50	\$	875.00
999.1131.000	ICMA 457-Mission Square Retirement	ICMA DEF COMP	\$	683.19
999.1131.000	ICMA 457-Mission Square Retirement	ICMA DEF COMP	\$	4,928.23
999.1131.000	ICMA 457-Mission Square Retirement	ICMA DEFERRED COMP	\$	935.10
999.1131.000	ICMA 457-Mission Square Retirement	ICMA LOAN REPAYMENT	\$	352.68
999.1131.000	ICMA 457-Mission Square Retirement	ICMA DEF COMP	\$	230.76
999.1131.000	ICMA 457-Mission Square Retirement	ROTH < 50	\$	1,439.23
999.1131.000	ICMA 457-Mission Square Retirement	ROTH > 50	\$	2,661.73
999.1131.000	ICMA 457-Mission Square Retirement	ICMA DEF COMP	\$	1,125.00
999.1131.000	ICMA 457-Mission Square Retirement	ICMA DEF COMP	\$	269.23
999.1131.000	ICMA 457-Mission Square Retirement	ROTH < 50	\$	1,342.28
999.1131.000	ICMA 457-Mission Square Retirement	ROTH > 50	\$	875.00
999.1133.000	COLONIAL LIFE	COLONIAL LIFE INSURANCE	\$	384.52
999.1133.000	COLONIAL LIFE	COLONIAL LIFE INSURANCE	\$	29.26
999.1133.000	COLONIAL LIFE	COLONIAL LIFE INSURANCE	\$	384.52
999.1133.000	COLONIAL LIFE	COLONIAL LIFE INSURANCE	\$	29.26
999.1164.000	GREAT WESTERN BANK	Meals during training for Sgt Hillers	\$	3.86
999.1164.000	GREAT WESTERN BANK	MPD clothing for Cpt Jones	\$	45.99
999.1164.000	GREAT WESTERN BANK	MPD clothing for Sgt Watson	\$	36.25
999.1164.000	GREAT WESTERN BANK	MPD clothing for Lt Thein	\$	89.98
999.1164.000	GREAT WESTERN BANK	MPD clothing for Officer Garcia	\$	129.99
999.1164.000	GREAT WESTERN BANK	MPD clothing for Officer Speirs	\$	171.21

999.1164.000	GREAT WESTERN BANK	MPD clothing for Todd Palo	\$	124.95
999.1164.000	GREAT WESTERN BANK	MPD clothing for Officer Wolf	\$	21.99
999.1164.000	GREAT WESTERN BANK	MPD clothing for Lt Weekley	\$	3.04
999.1164.000	GREAT WESTERN BANK	Meals during training for Sgt Hillers	\$	1.42
999.1164.000	GREAT WESTERN BANK	Old Mattress Factory Restaurant-Batterson	\$	13.00
999.1164.000	GREAT WESTERN BANK	Meals Jones & Batterson-Chris Jones	\$	12.00
999.1164.000	ENTENMANN ROVIN COMPANY	dome badges	\$	262.00
999.1164.000	GALLS LLC	PD employee clothing	\$	3.07
Payroll	Payroll	Payroll #11	\$	304,612.99
Payroll	Payroll	Payroll #12	\$	321,708.37
TOTAL			\$	2,110,792.19

BUILDING REPORT FOR THE MONTH OF MAY 2022

MARSHALLTOWN
IOWA

PERMIT NUMBER	OWNER OF IMPROVEMENT	LOCATION OF IMPROVEMENT	TYPE OF IMPROVEMENT	NEW DWELLING	ALTER DWELLING	MINOR RES. BUILDING	COMMERCIAL IMPROVEMENT	FEE
BLDR-007619-2022	Micaela Price	913 May St	Demo Acc. Bldg. & Rebuild			\$33,600.00		\$498.00
BLDC-007702-2022	Central Iowa Farm Store	203 Iowa Ave West	Interior Commercial Alteration				\$124,040.00	\$1,133.00
BLDC-007704-2022	Marshalltown Holding LLC	2500 S Center St Suite A002	Interior Commercial Alteration				\$10,764.27	\$187.00
BLDR-007645-2022	Efren Vargas	305 N 1st St	Residential Additions		\$19,680.00			\$313.00
BLDR-007651-2022	Guadalupe Gomez	307 S 4th Ave	New Acc. Bldg.			\$10,080.00		\$187.00
BLDR-007658-2022	Alejandro Ochoa	2409 W Lincoln Way	New Acc. Bldg.			\$56,000.00		\$675.00
			TOTALS:	\$0.00	\$19,680.00	\$99,680.00	\$134,804.27	\$2,993.00
			TOTAL IMPROVEMENT AMOUNT: \$254,164.27					
				Units	Permits	Permits	Permits	Demo Permits
<i>*Work started without a permit - fee is doubled</i>			# OF PERMITS:	0	0	1	3	2

Building Division Improvement Value & Fee Summary - May 2022

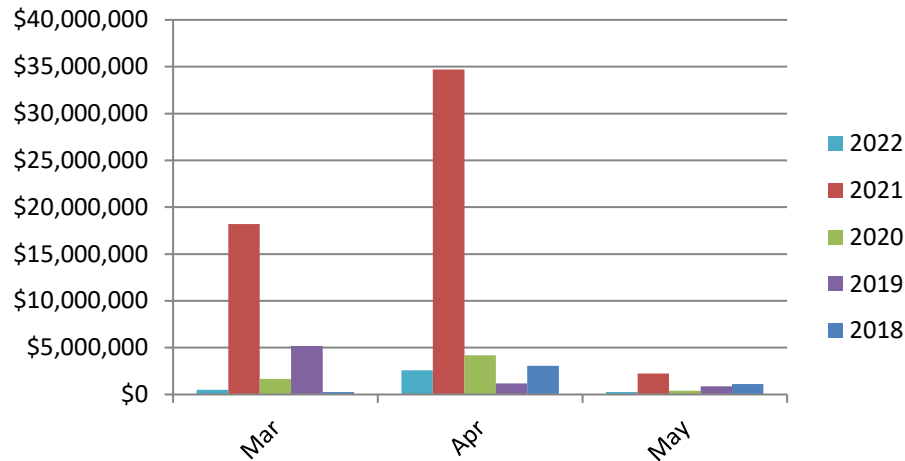
Total Improvement Value Comparison

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2022	\$2,912,000	\$937,862	\$494,839	\$2,580,043	\$254,164								\$7,178,909
2021	\$6,335,000	\$6,324,000	\$18,194,000	\$34,700,000	\$2,239,000								\$67,792,000
2020	\$1,921,000	\$339,000	\$1,660,000	\$4,186,000	\$382,000								\$8,488,000
2019	\$903,000	\$3,132,000	\$5,177,000	\$1,176,000	\$870,000								\$11,258,000
2018	\$205,000	\$1,722,000	\$271,000	\$3,050,000	\$1,104,000								\$6,352,000

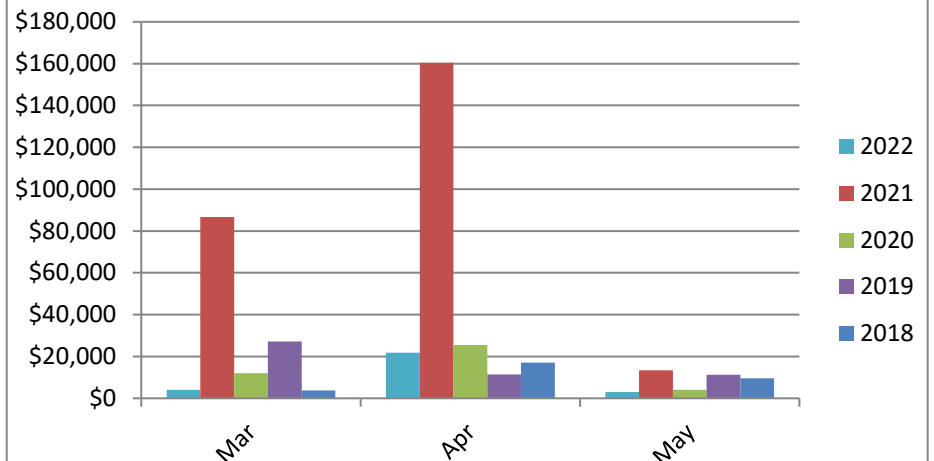
Total Fees Received Comparison

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2022	\$13,584	\$6,803	\$4,081	\$21,852	\$2,993								\$49,313
2021	\$48,028	\$47,605	\$86,696	\$160,445	\$13,361								\$356,135
2020	\$11,506	\$3,879	\$11,942	\$25,465	\$4,090								\$56,882
2019	\$6,828	\$16,366	\$27,102	\$11,467	\$11,308								\$73,071
2018	\$1,114	\$10,996	\$3,815	\$17,067	\$9,589								\$42,581
2017	\$1,006	\$3,995	\$35,959	\$9,819	\$39,400								\$90,179

Total Improvement Value Comparison



Total Fees Received Comparison





Jill Petermeier
Human Resource Director
24 North Center Street
Marshalltown, IA 50158
Tel (641) 754-5704 Fax (641) 844-1899
jpetermeier@marshalltown-ia.gov

To: Civil Service Commission

From: Jill Petermeier, Human Resource Director
Michelle Spohnheimer, Housing and Community Development Director

Re: Planner

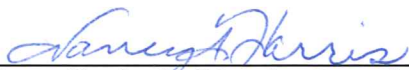
After reviewing all applicants and their qualifications, the following persons were tested and considered to best meet the qualifications for the above listed position:

Hector Hernandez-Morales

This list shall be valid for a period not to exceed June 8, 2023.

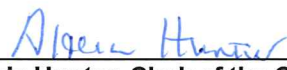
Date List Certified by Civil Service Commission:

June 8, 2022



Nancy Harris, Civil Service Commission Chair

Attest:



Alicia Hunter, Clerk of the Commission

**RESOLUTION APPROVING ENGAGEMENT LETTER WITH BOND COUNSEL
DORSEY & WHITNEY LLP FOR THE 2022-2024 STATE REVOLVING FUND (SRF)
SEWER SYSTEM IMPROVEMENT FINANCING**

WHEREAS, the Council has approved to enter into a bond issued loan to finance construction of an SRF Sewer System Improvement Project; and

WHEREAS, Dorsey & Whitney LLP have been requested as bond counsel to coordinate activity and legal proceedings necessary to authorize a bond issue; and

WHEREAS, the Council has fully examined the engagement letter and found it is in the best interest of the City of Marshalltown, Iowa, and that the agreement should be approved and accepted.

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

Section 1. The Council authorizes the approval of the engagement letter with Dorsey & Whitney LLP as bond counsel for the 2022-2024 SRF Sewer System Improvement Financing.

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

Passed on this 13th day of June 2022, and signed on this _____ day of June 2022.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor
ATTEST:

Alicia Hunter, City Clerk

June 6, 2022

VIA EMAIL

Alicia Hunter
City Clerk/City Hall
Marshalltown, Iowa

Re: Marshalltown, Iowa
2022-2024 SRF Sewer System Improvement Financing

Dear Alicia:

The purpose of this letter is to explain our role as bond counsel for the City of Marshalltown's (the "City") pending 2022-2024 SRF Sewer System Improvement Financing (the "Project") to be financed through the State Revolving Fund loan program. It is our understanding that the City will enter into a long term loan (the "Bond Issue") in the approximate principal amount of \$13,000,000 to finance construction of the Project.

As bond counsel, it will be our responsibility to coordinate activity and legal proceedings necessary to enable the City to authorize the Bond Issue. To accomplish this, we will prepare appropriate resolutions, notices, agreements and certificates, consult with the City's financial advisor and engineer and undertake such additional duties as required by state law and the circumstances. At closing of the Bond Issue, if the conditions are right, we will provide a written legal opinion that (i) the Bond Issue is a valid and binding obligation of the City; and (ii) the interest will be excluded from gross income for federal income tax purposes.

In performing our services as bond counsel, our sole client will be the City of Marshalltown. We will not represent any other party in this financing, and it is mutually understood that the services to be provided by us as described herein are solely for the benefit of the City.

Based upon (i) our current understanding of the terms, structure, size and schedule of the Project and its financing; (ii) the duties we will undertake; (iii) the time we anticipate devoting to the representation; and (iv) the responsibilities we assume; we estimate that our fees and expenses related to the Bond Issue will be \$15,000. If additional credit facilities are undertaken or if we are asked to assist with bid letting, we will make separate fee arrangements accordingly.

You should be aware that we serve as bond counsel to the Iowa Finance Authority with respect to the State Revolving Fund Program (the "SRF Program") with respect to the SRF Program bond issuances to fund the SRF Program. As bond counsel we will not represent the SRF Program or the City with respect to negotiation of the terms of the Bond Issue or the Loan and Disbursement Agreement. At this point, it is our understanding that the terms of the financing have been established in the approved SRF Program documents and regulations, and our principal

Page 2

task is to draft documents that conform to the requirements and the terms of the SRF Program. Accordingly, we do not anticipate that our acting as bond counsel to the State with respect to the SRF Program will present any impediment to our acting as bond counsel to the City with respect to the Bond Issue; and, in fact, we believe our familiarity with the SRF Program could be an advantage to the City in completing its proceedings efficiently.

After this arrangement is approved on behalf of the City, please have this letter executed in the space below and either fax an executed copy of this letter to our office at (515) 283-1060 or scan and email an executed copy to lemke.susan@dorsey.com. If you have questions, please call Emily Hammond or me.

We look forward to working with you. Thank you for the opportunity to serve the City.

Best regards,



John P. Danos

JPD/lb

I understand and agree to the arrangements stated above.

CITY OF MARSHALLTOWN, IOWA

BY: _____
Mayor

Date: _____

Attest: _____
City Clerk

Date: _____

2022-

**RESOLUTION SETTING PUBLIC HEARINGS FOR THE CONVEYANCE AND
TRANSFER OF TITLE OF 2.43 ACRES OF LAND TO THE MARSHALLTOWN YMCA**

WHEREAS, the City of Marshalltown, at the request of the Fisher Governor Foundation and the Marshalltown YMCA, acquired 11.40 acres of land from the Iowa Department of Transportation, which was recorded on March 30, 2022; and

WHEREAS, the Iowa Department of Transportation completed an appraisal of both properties in order to determine the City's purchase price of the land to be \$74,000; and

WHEREAS, the City acquired the land in order to facilitate the transfer of the property to both the Fisher Governor Foundation and the Marshalltown YMCA, with both have operational facilities existing as buildings on leased land; and

WHEREAS, the Council of the City of Marshalltown, Iowa finds it is in the best interest of the City and proposes to convey and transfer by Quit Claim Deed the following described property in Marshalltown, Marshall County, Iowa;

PARCEL "E" LOCATED ENTIRELY WITHIN PARCEL "C", AS DESCRIBED IN PLAT OF SURVEY RECORDED AT INST#2022-00000020, IN PART OF LOT 1 OF LOT 4 IN THE SUBDIVISION OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 35, TOWNSHIP 84 NORTH, RANGE 18 WEST OF THE 5TH P.M., MARSHALL COUNTY, IOWA, AS DESCRIBED IN PLAT OF SURVEY RECORDED AT FILE 2022-00002706 OF THE RECORDS OF MARSHALL COUNTY, IOWA.

From the City of Marshalltown to Marshalltown YMCA. The consideration for such conveyance shall be the sum of \$30,000.00 (Thirty Thousand and 00/100).

WHEREAS, the property being transferred by the City of Marshalltown, Iowa is real estate which is not being used to the full advantage of the City, and is not required for any other public purpose, and no rights of private persons will be adversely affected; and

WHEREAS, the City of Marshalltown hereby proposes the transfer of said property, subject to easements being retained and rights of way of utilities, and access to and maintenance of said utilities. Said easements, rights of way and access will be retained until such time as the utility no longer utilizes or needs facilities in this location;

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

Section 1. The City Clerk shall cause to be published the notice required by law, by publication once in the Marshalltown Times-Republican, a newspaper having general circulation in the City of Marshalltown, Iowa, the publication to be not less than four (4) days nor more than twenty

(20) days prior to the date hereinafter fixed in the City Hall, 10 W State Street, Marshalltown, Iowa, on June 27, 2022, 5:30 pm to consider any and all comments filed with the City Clerk or made in open Council to the proposal for conveyance as herein contained and to take final action thereon.

Passed this 13th day of June, 2022, and signed this _____ day of June, 2022.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

MARSHALLTOWN

I O W A

Joel Greer, Mayor
Jessica Kinser, Administrator
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5701
Fax - (641) 754-5717

TO: Mayor Greer and City Council
FROM: Jessica Kinser, City Administrator
DATE: June 3, 2022
RE: Sale of Land to YMCA and Fisher Governor

Policy Issue: The City Council is required to set a public hearing for the sale of City-owned property

☐ Goal 1: Expand and improve development	☐ Goal 3: Continually improve the City's organization & services
☐ Goal 2: Enhance Marshalltown's public image	☒ Goal 4: Partner with others to improve quality of life

Specific Objective/Action: Objective 3: Work with other entities on partnerships which benefit the community/ Action: Dispose of land acquired from the DOT to Fisher Governor Foundation and YMCA

Recommendation: To approve the resolution as proposed

Budget Impact: Neutral; City paid \$74,000 for the property and will be reimbursed that amount total from both sales.

Description/Background: For many years, the City has been in touch with the Iowa Department of Transportation to acquire the land which the Marshalltown Arts and Civic Center and YMCA Cultural Center reside on through a process in State Code which allows local governments a first ability to purchase ahead of the general public. The City took this offer to purchase 11.4 acres from the DOT, which was finalized on March 30, 2022. This land has now been replatted into three lots, with the City retaining ownership of what would be described as Linn Creek and the levee system.

The remaining two parcels are ready to be disposed of to the YMCA and Fisher Governor Foundation using the fair market value criteria in the Real Property Disposal Policy. The City paid \$74,000 for the entire parcel and the sale to the Fisher Governor Foundation is proposed for \$44,000 and the sale to the YMCA is proposed for \$30,000.

The resolution sets the public hearing for June 27th.

CITY COUNCIL

Al Hoop, Gabriel Isom, Barry Kell, Mike Ladehoff,
Jeff Schneider, Gary Thompson, Dex Walker



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2022-00002706

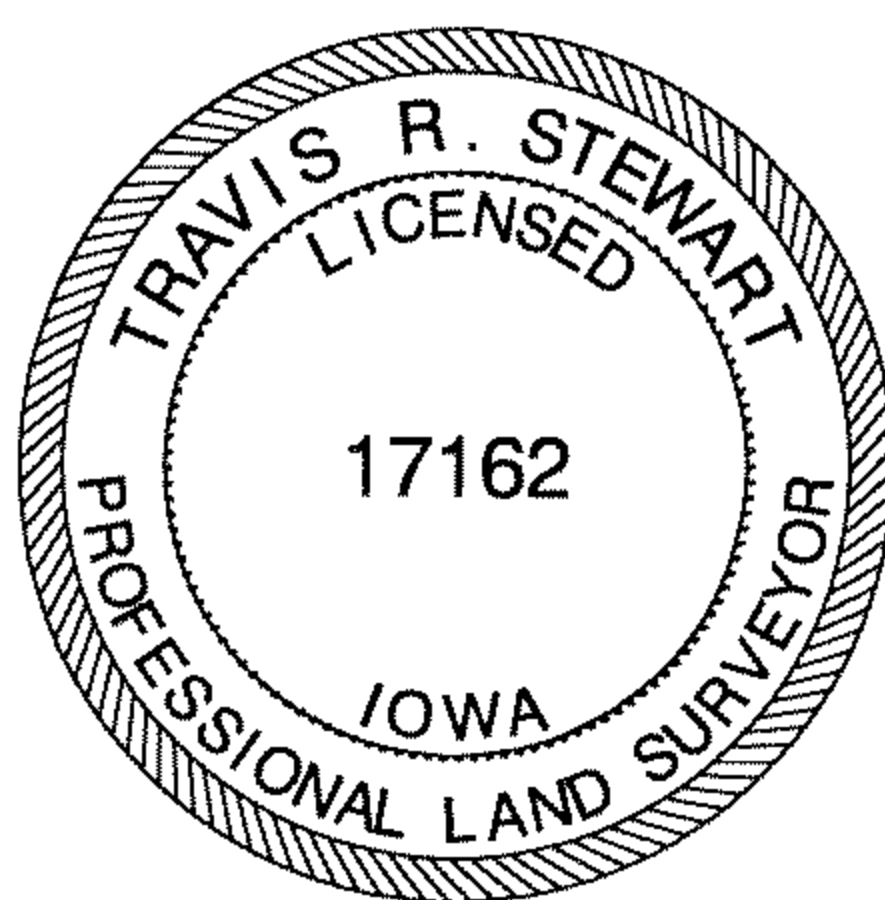
5.01'

DETAIL "AA"

FOUND 1/2" REBAR AT BACK
OF SIDEWALK. NO SURVEY
OF RECORD MATCHES THIS
LOCATION.



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



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
Iowa License Number 17162
My License Renewal Date is December 31, 2023
Pages or sheets covered by this seal: _____

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

DRAWN TMM	SHEET NO. 1 OF 2
DATE 5-01-2022	PROJECT NO. 5837.05

DESCRIPTION

PARCEL "D" LOCATED ENTIRELY WITHIN PARCEL "C" IN LOT 5 AND IN A PART OF LOT 1 IN THE SUBDIVISION OF LOT 4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 84 NORTH, RANGE 18 WEST OF THE 5TH P.M., MARSHALL COUNTY, IOWA. MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 84 NORTH, RANGE 18 WEST OF THE 5TH P.M.; THENCE, S89°20'26"W 67.60' ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 35 TO THE POINT OF BEGINNING; THENCE, CONTINUING S89°20'26"W 839.76' ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 35 TO THE WEST LINE OF SAID LOT 1 OF LOT 4; THENCE, N0°41'45"W 75.00' ALONG SAID WEST LINE; THENCE, N57°13'27"E 86.30'; THENCE, N70°47'37"E 157.47'; THENCE, N34°37'57"E 108.93'; THENCE, N64°28'45"E 339.84'; THENCE, N72°19'52"E 46.13'; THENCE, N81°07'57"E 145.72'; THENCE, N88°05'35"E 56.31'; THENCE, S0°07'55"W 180.79'; THENCE, S1°33'06"E 257.54' TO THE POINT OF BEGINNING, CONTAINING 5.70 ACRES. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

DESCRIPTION

PARCEL "E" LOCATED ENTIRELY WITHIN PARCEL "C" IN PART OF LOT 1 OF LOT 4 IN THE SUBDIVISION OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 84 NORTH, RANGE 18 WEST OF THE 5TH P.M., MARSHALL COUNTY, IOWA. MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 84 NORTH, RANGE 18 WEST OF THE 5TH P.M.; THENCE, N1°09'58"W 643.14' ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 35 TO THE NORTHEAST CORNER OF LOT 1 OF LOT 4; THENCE, S89°43'09"W 268.00' ALONG THE NORTH LINE OF SAID LOT 1 OF 4 TO THE POINT OF BEGINNING; THENCE, S1°41'11"E 97.73'; THENCE, S56°09'28"W 27.00'; THENCE, S72°22'31"W 65.43'; THENCE, S64°32'03"W 298.24'; THENCE, N89°55'36"W 40.00'; THENCE, N71°41'22"W 105.00'; THENCE, S89°20'05"W 100.00' TO THE EAST LINE OF A TRACT OF LAND AS DESCRIBED IN BOOK B23, PAGE 189 IN THE OFFICE OF THE RECORDER, MARSHALL COUNTY, IOWA; THENCE, N0°39'55"W 67.49' ALONG THE EAST LINE OF SAID TRACT; THENCE, N47°42'00"E 236.79' ALONG A NORTHWESTERLY LINE OF SAID LOT 1 OF LOT 4 TO A NORTHWEST CORNER OF SAID LOT 1 OF LOT 4; THENCE, N89°43'09"E 416.51' ALONG THE NORTH LINE OF SAID LOT 1 OF LOT 4 TO THE POINT OF BEGINNING, CONTAINING 2.43 ACRES. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

CGA

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

DRAWN TMM	SHEET NO. 2 OF 2
DATE 5-01-2022	PROJECT NO. 5837.05

**RESOLUTION SETTING PUBLIC HEARINGS FOR THE CONVEYANCE AND
TRANSFER OF TITLE OF 5.70 ACRES OF LAND TO
THE FISHER GOVERNOR FOUNDATION**

WHEREAS, the City of Marshalltown, at the request of the Fisher Governor Foundation and the Marshalltown YMCA, acquired 11.40 acres of land from the Iowa Department of Transportation, which was recorded on March 30, 2022; and

WHEREAS, the Iowa Department of Transportation completed an appraisal of both properties in order to determine the City's purchase price of \$74,000; and

WHEREAS, the City acquired the land in order to facilitate the transfer of the property to both the Fisher Governor Foundation and the Marshalltown YMCA, with both have operational facilities existing as buildings on leased land; and

WHEREAS, the Council of the City of Marshalltown, Iowa finds it is in the best interest of the City and proposes to convey and transfer by Quit Claim Deed the following described properties in Marshalltown, Marshall County, Iowa;

PARCEL "D" LOCATED ENTIRELY WITHIN PARCEL "C", AS DESCRIBED IN PLAT OF SURVEY RECORDED AT INST#2022-00000020, IN LOT 5 AND IN A PART OF LOT 1 IN THE SUBDIVISION OF LOT 4 OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 35, TOWNSHIP 84 NORTH, RANGE 18 WEST OF THE 5TH P.M., MARSHALL COUNTY, IOWA, AS DESCRIBED IN PLAT OF SURVEY RECORDED AT FILE 2022-00002706 OF THE RECORDS OF MARSHALL COUNTY, IOWA.

From the City of Marshalltown to the Fisher Governor Foundation. The consideration for such conveyance shall be the sum of \$44,000.00 (Forty-Four Thousand and 00/100).

WHEREAS, the property being transferred by the City of Marshalltown, Iowa is real estate which is not being used to the full advantage of the City, and is not required for any other public purpose, and no rights of private persons will be adversely affected; and

WHEREAS, the City of Marshalltown hereby proposes the transfer of said property, subject to easements being retained and rights of way of utilities, and access to and maintenance of said utilities. Said easements, rights of way and access will be retained until such time as the utility no longer utilizes or needs facilities in this location;

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

Section 1. The City Clerk shall cause to be published the notice required by law, by publication once in the Marshalltown Times-Republican, a newspaper having general circulation in the City

of Marshalltown, Iowa, the publication to be not less than four (4) days nor more than twenty (20) days prior to the date hereinafter fixed in the City Hall, 10 W State Street, Marshalltown, Iowa, on June 27, 2022, 5:30 pm to consider any and all comments filed with the City Clerk or made in open Council to the proposal for conveyance as herein contained and to take final action thereon.

Passed this 13th day of June, 2022, and signed this _____ day of June, 2022.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

MARSHALLTOWN

I O W A

Joel Greer, Mayor
Jessica Kinser, Administrator
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5701
Fax - (641) 754-5717

TO: Mayor Greer and City Council
FROM: Jessica Kinser, City Administrator
DATE: June 3, 2022
RE: Sale of Land to YMCA and Fisher Governor

Policy Issue: The City Council is required to set a public hearing for the sale of City-owned property

☐ Goal 1: Expand and improve development	☐ Goal 3: Continually improve the City's organization & services
☐ Goal 2: Enhance Marshalltown's public image	☒ Goal 4: Partner with others to improve quality of life

Specific Objective/Action: Objective 3: Work with other entities on partnerships which benefit the community/ Action: Dispose of land acquired from the DOT to Fisher Governor Foundation and YMCA

Recommendation: To approve the resolution as proposed

Budget Impact: Neutral; City paid \$74,000 for the property and will be reimbursed that amount total from both sales.

Description/Background: For many years, the City has been in touch with the Iowa Department of Transportation to acquire the land which the Marshalltown Arts and Civic Center and YMCA Cultural Center reside on through a process in State Code which allows local governments a first ability to purchase ahead of the general public. The City took this offer to purchase 11.4 acres from the DOT, which was finalized on March 30, 2022. This land has now been replatted into three lots, with the City retaining ownership of what would be described as Linn Creek and the levee system.

The remaining two parcels are ready to be disposed of to the YMCA and Fisher Governor Foundation using the fair market value criteria in the Real Property Disposal Policy. The City paid \$74,000 for the entire parcel and the sale to the Fisher Governor Foundation is proposed for \$44,000 and the sale to the YMCA is proposed for \$30,000.

The resolution sets the public hearing for June 27th.

CITY COUNCIL

Al Hoop, Gabriel Isom, Barry Kell, Mike Ladehoff,
Jeff Schneider, Gary Thompson, Dex Walker



PLAT OF SURVEY

1. The first step in the process is to identify the problem or issue that needs to be addressed. This involves gathering information and understanding the context of the problem.

2. Once the problem is identified, the next step is to define the objectives and goals of the project. This helps to clarify what needs to be achieved and provides a clear direction for the work.

3. The third step is to develop a plan or strategy to address the problem. This involves breaking down the problem into smaller, manageable tasks and determining the resources needed to complete them.

4. The fourth step is to implement the plan. This involves putting the strategy into action and monitoring progress to ensure that the objectives are being met.

5. The final step is to evaluate the results of the project. This involves assessing the effectiveness of the plan and identifying any areas for improvement or further action.

2022-00002706

5.01'

DETAIL "AA"

WEST WASHINGTON STREET

SOUTH CENTER STREET

ROW LINE SHOWN ON IOWA
D.O.T. PLANS (1947)

RETAINING WALL

SE CORNER
NE 1/4 SW 1/4
SECTION 35-84-18
**POINT OF
COMMENCEMENT**

SEE DETAIL "AA"

S 1/4 CORNER
SECTION 35-84-18
END MAG NAIL

(66') ROW TRACT
BK.B23 PG.189 —
VACATED PLAYER ST

PARCEL "B"
INST #1999-00023553

PARCEL "C"
INST#2022-00000020

REMAINDER OF
PARCEL "C"
0.27 ACRES

PARCEL "D/C"
5.70 ACRES

POINT OF BEGINNING
PARCELS

WEST ANSON STREET

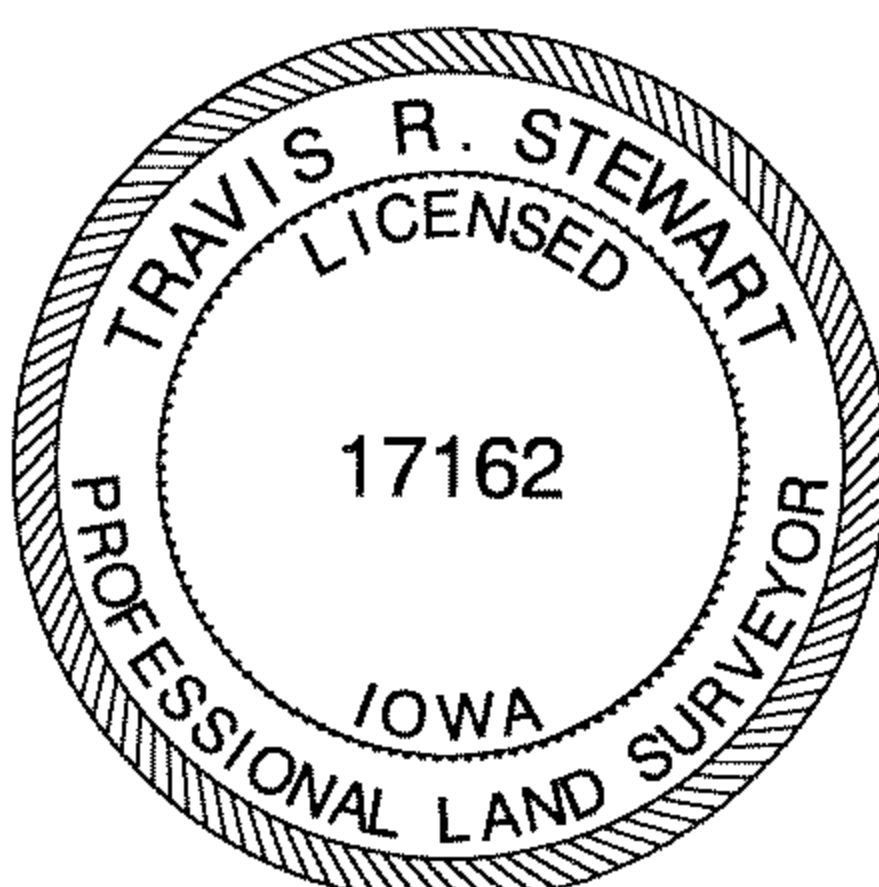
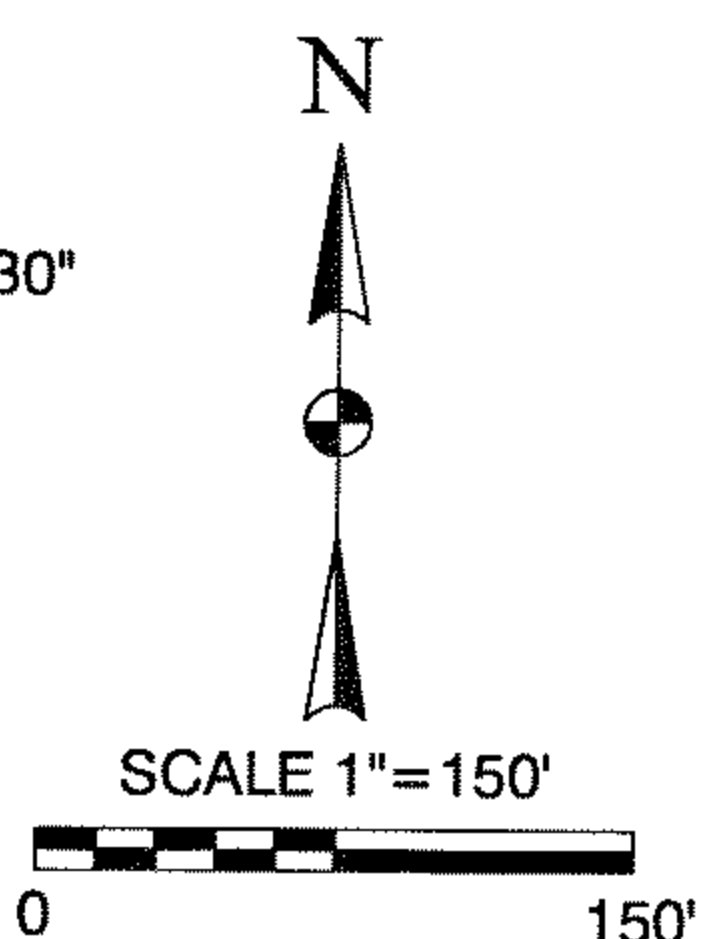
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MAG NAIL
SUB'D OF LOT 1 OF 1
SE1/4 SW1/4
SEC. 35-84-18
LOT 1/1/1

DESCRIPTION
SEE SHEET 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

STATE OF IOWA SURVEY
MARSHALL COUNTY

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
Iowa License Number 17162
My License Renewal Date is December 31, 2023
Pages or sheets covered by this seal: _____

SHEET 1 OF 2 AND SHEET 2 OF 2



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

DRAWN TMM	SHEET NO. 1 OF 2
DATE 5-01-2022	PROJECT NO. 5837.05

DESCRIPTION

PARCEL "D" LOCATED ENTIRELY WITHIN PARCEL "C" IN LOT 5 AND IN A PART OF LOT 1 IN THE SUBDIVISION OF LOT 4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 84 NORTH, RANGE 18 WEST OF THE 5TH P.M., MARSHALL COUNTY, IOWA. MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 84 NORTH, RANGE 18 WEST OF THE 5TH P.M.; THENCE, S89°20'26"W 67.60' ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 35 TO THE POINT OF BEGINNING; THENCE, CONTINUING S89°20'26"W 839.76' ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 35 TO THE WEST LINE OF SAID LOT 1 OF LOT 4; THENCE, N0°41'45"W 75.00' ALONG SAID WEST LINE; THENCE, N57°13'27"E 86.30'; THENCE, N70°47'37"E 157.47'; THENCE, N34°37'57"E 108.93'; THENCE, N64°28'45"E 339.84'; THENCE, N72°19'52"E 46.13'; THENCE, N81°07'57"E 145.72'; THENCE, N88°05'35"E 56.31'; THENCE, S0°07'55"W 180.79'; THENCE, S1°33'06"E 257.54' TO THE POINT OF BEGINNING, CONTAINING 5.70 ACRES. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

DESCRIPTION

PARCEL "E" LOCATED ENTIRELY WITHIN PARCEL "C" IN PART OF LOT 1 OF LOT 4 IN THE SUBDIVISION OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 84 NORTH, RANGE 18 WEST OF THE 5TH P.M., MARSHALL COUNTY, IOWA. MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 84 NORTH, RANGE 18 WEST OF THE 5TH P.M.; THENCE, N1°09'58"W 643.14' ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 35 TO THE NORTHEAST CORNER OF LOT 1 OF LOT 4; THENCE, S89°43'09"W 268.00' ALONG THE NORTH LINE OF SAID LOT 1 OF 4 TO THE POINT OF BEGINNING; THENCE, S1°41'11"E 97.73'; THENCE, S56°09'28"W 27.00'; THENCE, S72°22'31"W 65.43'; THENCE, S64°32'03"W 298.24'; THENCE, N89°55'36"W 40.00'; THENCE, N71°41'22"W 105.00'; THENCE, S89°20'05"W 100.00' TO THE EAST LINE OF A TRACT OF LAND AS DESCRIBED IN BOOK B23, PAGE 189 IN THE OFFICE OF THE RECORDER, MARSHALL COUNTY, IOWA; THENCE, N0°39'55"W 67.49' ALONG THE EAST LINE OF SAID TRACT; THENCE, N47°42'00"E 236.79' ALONG A NORTHWESTERLY LINE OF SAID LOT 1 OF LOT 4 TO A NORTHWEST CORNER OF SAID LOT 1 OF LOT 4; THENCE, N89°43'09"E 416.51' ALONG THE NORTH LINE OF SAID LOT 1 OF LOT 4 TO THE POINT OF BEGINNING, CONTAINING 2.43 ACRES. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

CGA

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

DRAWN TMM	SHEET NO. 2 OF 2
DATE 5-01-2022	PROJECT NO. 5837.05

**RESOLUTION SETTING A PUBLIC HEARING FOR THE CONVEYANCE AND
TRANSFER OF TITLE OF CITY OWNED VACANT LOTS**

WHEREAS, the City of Marshalltown is selling multiple vacant lots which were acquired through the Dangerous and Dilapidated Building Program. Demolition of all structures on each property was completed and all utilities were disconnected;

WHEREAS, the City is offering a Quit Claim Deed for the properties that are being sold as is. Sealed bids were solicited and accepted at 12:00 p.m. on June 8, 2022, with the highest bid for each lot was selected as the winning bid;

WHEREAS, the Council of the City of Marshalltown, Iowa finds it is in the best interest of the City and proposes to convey and transfer by Quit Claim Deed the following described properties in Marshalltown, Marshall County, Iowa;

4 West Grant Street and 6 West Grant Street, legally described as:

THE EAST 100 FEET OF LOT 2 IN BLOCK 3 IN WEBSTER'S ADDITION TO MARSHALLTOWN, MARSHALL COUNTY, IOWA

From the City of Marshalltown to K.K.H, LLC. The consideration for such conveyance shall be the sum of \$1,025 (One Thousand Twenty-Five and 00/100).

105 West Webster Street, legally described as:

THE WEST 50 FEET OF LOT 1 AND THE SOUTH 25 FEET OF THE WEST 50 FEET OF LOT 2, BLOCK 4, WEBSTER'S SECOND ADDITION TO THE TOWN OF MARSHALL, MARSHALL COUNTY, IOWA

From the City of Marshalltown to Mario Alcocer. The consideration for such conveyance shall be the sum of \$1,000.00 (One Thousand and 00/100).

WHEREAS, the property being transferred by the City of Marshalltown, Iowa is real estate which is not being used to the full advantage of the City, and is not required for any other public purpose, and no rights of private persons will be adversely affected; and

WHEREAS, the City of Marshalltown hereby proposes the transfer of said property, subject to easements being retained and rights of way of utilities, and access to and maintenance of said utilities. Said easements, rights of way and access will be retained until such time as the utility no longer utilizes or needs facilities in this location.

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

Section 1. The City Clerk shall cause to be published the notice required by law, by publication once in the Marshalltown Times-Republican, a newspaper having general circulation in the City

of Marshalltown, Iowa, the publication to be not less than four (4) days nor more than twenty (20) days prior to the date hereinafter fixed in the City Hall, 10 W State Street, Marshalltown, Iowa, on June 27, 2022, 5:30 pm to consider any and all comments filed with the City Clerk or made in open Council to the proposal for conveyance as herein contained and to take final action thereon.

Passed this 13th day of June, 2022, and signed this _____ day of June, 2022.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

MARSHALLTOWN

I O W A

Joel Greer, Mayor
Jessica Kinser, Administrator
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5701
Fax - (641) 754-5717

TO: Mayor Greer and City Council
FROM: Jessica Kinser, City Administrator
DATE: June 8, 2022
RE: Sale of Vacant Lots

Policy Issue: Council is required to set and hold a public hearing before conveying property

☐ Goal 1: Expand and improve development	☐ Goal 3: Continually improve the City's organization & services
☒ Goal 2: Enhance Marshalltown's public image	☐ Goal 4: Partner with others to improve quality of life

Specific Objective/Action: Goal 2, Objective 1: Eliminate blight throughout the community

Recommendation: To approve the resolution as presented

Budget Impact: \$2,025 in revenue to the Dangerous and Dilapidated Building Fund

Description/Background: The City issued a request for sealed bids for nine vacant lots, and only received bids on two of the lots. These were lots that the City has owned for many years in some cases, and no one has expressed interest. Notices were sent to adjacent property owners, which seemed to be how the two bidders came to bid on the properties.

We will look at other possibilities to continue to dispose of other lots that were part of this bid.

CITY COUNCIL

Al Hoop, Gabriel Isom, Barry Kell, Mike Ladehoff,
Jeff Schneider, Gary Thompson, Dex Walker



DUE: 06/08/22, 12 pm

[illegible]

RESOLUTION ACCEPTING BID AND AUTHORIZING THE PURCHASE OF ONE 2018 FORD EDGE VEHICLE FROM JENSEN FORD FOR THE PRICE OF \$32,595.00 FOR USE IN THE POLICE DEPARTMENT AS A DETECTIVE VEHICLE AND DECLARING CERTAIN PROPERTY SURPLUS PROPERTY AND AUTHORIZING SALE AND DISPOSAL THEREOF TO JENSEN FORD ONE 2014 DODGE CARAVAN VEHICLE FOR \$8,500.00.

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

WHEREAS the City of Marshalltown, Iowa desires to procure one used vehicle, to be utilized by the police department as an unmarked detective vehicle and sought quotes for this purpose; and

WHEREAS Jensen Ford of Marshalltown, Iowa submitted a bid for one 2018 Ford Edge vehicle, for a total purchase price of \$32,595.00 and offered to credit the City \$8,500.00 in total trade value on one, 2014 Dodge Caravan vehicle that is being retired from the police department fleet. Less trade value on the retired vehicle, the purchase price of the 2018 Ford Edge vehicle is \$24,095.00, and

WHEREAS acceptance of this bid is in the best interest of the City and

WHEREAS the City is the sole owner of one 2014 Dodge Caravan vehicle which is to be declared surplus property; and

WHEREAS this surplus property should be disposed of or sold to raise additional revenue and prevent the further decline in value thereof prior to sale; and

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

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

Section 1. The City accepts the bid from Jensen Ford for the purchase of one, 2018 Ford Edge vehicle to be used as an unmarked vehicle for \$32,595.00. Less trade value of the surplus property (\$8,500.00), the purchase price of the one 2018 Ford Edge vehicle decreases to \$24,095.00.

Section 2. The property listed below is hereby declared as surplus property:

A. 2014 Dodge Caravan, VIN: 2C4RDGBG1ER348921

Section 3. The surplus property the subject of this resolution shall be sold or disposed of in accordance with applicable Federal, State and City guidelines.

Section 4. The Chief of Police of the City is hereby authorized to enter into agreements, on behalf of the City, to purchase said vehicles at the above referenced price and conditions.

Passed this 13th day of June 2022, and signed this _____ day of June 2022.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

MARSHALLTOWN

I O W A

Joel Greer, Mayor
Jessica Kinser, Administrator
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5701
Fax - (641) 754-5717

TO: Mayor Greer and City Council
FROM: Michael W. Tupper, Chief of Police
DATE: 9 June 2022
RE: Detective Vehicle Purchase Request FY 2021-2022

Policy Issue: City policy requires governing body approval of all vehicle purchases.

☐ Goal 1: Expand and improve development	☒ Goal 3: Continually improve the City's organization & services
☐ Goal 2: Enhance Marshalltown's public image	☐ Goal 4: Partner with others to improve quality of life

Specific Objective/Action: Upgrade police department detective vehicle fleet.

Recommendation: Staff recommends approving the purchase of one 2018 Ford Edge (VIN-2FMPK4K82JBC40343) from Jensen Ford (Marshalltown, Iowa). This purchase should include the trade of one 2014 Dodge Grand Caravan (VIN-2C4RDGBG1ER348921).

Budget Impact: The police department has sufficient funds available in the CIP budget for FY 2021-2022 to pay for this vehicle purchase.

Description/Background: The Marshalltown Police Department needs to replace one unmarked vehicle that is assigned to the detective division. The 2014 Dodge Caravan has 99,000 miles. It needs to be replaced because of the vehicle's age, mileage, and general maintenance expenses.

Jensen Ford has the lowest price on the style of vehicle requested. There were other vehicle options that met budget requirements, however they were not suitable for the intended use. For these reasons, the 2018 Ford Edge from Jensen Ford is the most suitable vehicle for the lowest price. The replacement vehicle will not be upfitted with emergency equipment.

2018 Ford Edge Cost: \$32,595.00
2014 Dodge Caravan Trade Value: \$8,500.00
TOTAL Vehicle Purchase Cost/Less Trade: \$24,095.00

See the attached memo from Lt. Kiel Stevenon.

CITY COUNCIL

Al Hoop, Gabriel Isom, Barry Kell, Mike Ladehoff,
Jeff Schneider, Gary Thompson, Dex Walker





Joel Greer, Mayor
Jessica Kinser, City Administrator
Michael W. Tupper, Chief of Police
909 South 2nd Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5725
Fax - (641) 752-1211

TO: Chief Tupper

FROM: Lieutenant Stevenson

DATE: June 6, 2022

RE: Marshalltown Police Department Vehicle Purchase FY 21-22

Recommendation: The Marshalltown Police Department should approve the purchase of one 2018 Ford Edge (VIN-2FMPK4K82JBC40343) from Jensen Ford (Marshalltown, Iowa). This purchase should include the trade of one 2014 Dodge Grand Caravan (VIN-2C4RDGBG1ER348921).

Background: The Marshalltown Police Department needs to replace one unmarked vehicle that is assigned to the detective division. The Dodge Caravan has 99,000 miles. It needs to be replaced because of the vehicle age, mileage, and general maintenance expenses.

Three dealerships were contacted to acquire bids for the purchase of one replacement vehicle. The three dealerships included Jensen Ford (Marshalltown), Karl Chevrolet (Marshalltown), and Stivers Ford (Waukee). Each dealership received the same request for bid. I also included vehicle information and photographs from the Dodge Caravan that is being recommended for trade. The following chart shows a summary of the bid price and trade value offered from each respective dealership:

Marshalltown Police Department- Vehicle Purchases FY '22				
New Vehicle Estimate				
<u>Dealer</u>	<u>Contact</u>	<u>Email</u>	<u>Vehicle</u>	<u>Quote</u>
Jensen	Joe Hobson	jhobson@jensenford.com	<u>Purchase</u>	
			2018 Ford Edge	\$32,595.00
			2018 Ford Explorer	\$34,228.00
			2022 Ford Escape	\$35,320.00
			<u>Trade</u>	
			2014 Dodge Caravan	\$8,500.00
Karl	Cole Jensen	c.jensne@karlmt.com	<u>Purchase</u>	
			2022 Buick Encore	\$27,705.00
			<u>Trade</u>	No Response
Stivers	Ron Reese	rreese@stiversfordia.com	No response to request	N/A

CITY COUNCIL

Al Hoop, Gabriel Isom, Barry Kell, Mike Ladehoff,
Jeff Schneider, Gary Thompson, Dex Walker

Jensen Ford has the lowest price on the style of vehicle requested. There were other vehicle options that met budget requirements, however they were not suitable for the intended use. For those reasons, the 2018 Ford Edge from Jensen Ford is the best suitable vehicle for the lowest price. The replacement vehicle will not be upfitted with emergency equipment.

The following chart is a summary of the requested purchase:

Marshalltown Police Department- Vehicle Purchases FY '22		
<u>Dealer</u>	<u>Vehicle</u>	<u>Quote</u>
Jensen	2018 Ford Edge	\$32,595.00
	<u>Trade</u>	
	2014 Dodge Caravan	\$8,500.00
	Grand Total	\$24,095.00

**RESOLUTION APPROVING THE PURCHASE OF 4 NORTH 12TH AVENUE,
MARSHALLTOWN, IOWA**

WHEREAS, the City of Marshalltown has established a Dangerous and Dilapidated Building Program to target properties that create safety and aesthetic issues for neighborhoods; and

WHEREAS, the residential structure at 4 North 12th Avenue experienced a fire on April 17, 2022, which resulted in significant damage; and

WHEREAS, the owner of 4 North 12th Avenue did not have insurance and is unable to repair or demolish the property.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, the Mayor, City Clerk and City Administrator are authorized to execute the documents necessary to complete the purchase of 4 North 12th Avenue; and

BE IT FURTHER RESOLVED, the funding for the purchase is to come from the Dangerous and Dilapidated Building Fund.

Passed this 13th day of June, 2022, and signed this _____ day of June, 2022.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

MARSHALLTOWN

I O W A

Joel Greer, Mayor
Jessica Kinser, Administrator
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5701
Fax - (641) 754-5717

TO: Mayor Greer and City Council
FROM: Jessica Kinser, City Administrator
DATE: June 7, 2022
RE: Purchase of 4 North 12th Avenue

Policy Issue: Council must approve all purchases of property

☐ Goal 1: Expand and improve development	☐ Goal 3: Continually improve the City's organization & services
☒ Goal 2: Enhance Marshalltown's public image	☐ Goal 4: Partner with others to improve quality of life

Specific Objective/Action: Objective 1: Eliminate blight throughout the community; Action: Demolish 10 D&D properties

Recommendation: Approve the resolution as proposed

Budget Impact: \$2,000 from the Dangerous and Dilapidated Building Fund

Description/Background: A fire occurred at 4 North 12th Avenue on April 17, 2022, which is owned by Mr. James Walker. Mr. Walker was not residing at the property at the time and is currently in assisted living. The property was not insured, and Mr. Walker does not have a way to repair or demolish the property. A lien report showed a mortgage through Region 6 for repairs done after the tornado, which has been satisfied and is being removed. The current year taxes are paid as well. I recommend the Council approve the offer of \$2,000 to purchase this property and to move forward with this as a demolition in 2022.

CITY COUNCIL

Al Hoop, Gabriel Isom, Barry Kell, Mike Ladehoff,
Jeff Schneider, Gary Thompson, Dex Walker





RESIDENTIAL PURCHASE AGREEMENT

TO: James Denver Walker (SELLERS)

The undersigned BUYERS hereby offer to buy and the undersigned SELLERS by their acceptance agree to sell the real property situated in Marshall County, Iowa, locally known as 4 North 12th Avenue, Marshalltown, IA 50158 and legally described as:

The North 42 and One half feet of Lot Forty-four in Melrose Park, an Addition to Marshall, Marshall County, Iowa.

together with any easements and appurtenant servient estates, but subject to any reasonable easements of record for public utilities or roads, any zoning restrictions, customary restrictive covenants and mineral reservations of record, if any, herein referred to as the "Property," upon the following terms and conditions provided BUYERS, on possession, are permitted to use the Property for residential purposes:

1. **PURCHASE PRICE.** The Purchase Price shall be \$2,000.00 and the method of payment shall be as follows: \$2,000.00 to be delivered to the SELLERS upon delivery of a Warranty Deed conveying merchantable title.
2. **REAL ESTATE TAXES.**
 - A. SELLERS shall pay all real estate taxes that are due and payable as of the date of possession and constitute a lien against the Property, including any unpaid real estate taxes for any prior years.
 - B. BUYERS shall pay all subsequent real estate taxes.
3. **SPECIAL ASSESSMENTS.**
 - A. SELLERS shall pay in full at time of closing all special assessments which are a lien on the Property as of the date of acceptance _____.
 - B. ~~If "A" is stricken, then SELLERS shall pay all installments of special assessments which are a lien on the Property and, if not paid, would become delinquent during the calendar year this offer is accepted, and all prior installments thereof.~~
 - C. All charges for solid waste removal, sewage and maintenance that are attributable to SELLERS' possession, including those for which assessments arise after closing, shall be paid by SELLERS.
 - D. ~~Any preliminary or deficiency assessment which cannot be discharged by payment shall be paid by SELLERS through an escrow account with sufficient funds to pay such liens when payable, with any unused funds returned to SELLERS.~~
 - E. BUYERS shall pay all other special assessments.

4. **RISK OF LOSS AND INSURANCE.** SELLERS shall bear the risk of loss or damage to the Property prior to closing or possession, whichever first occurs. In the event of substantial damage or destruction prior to closing, this Agreement shall be null and void; provided, however, BUYERS shall have the option to complete the closing regardless of the extent of damages. The property shall be deemed substantially damaged or destroyed if it cannot be restored to its present condition on or before the closing date.
5. **POSSESSION AND CLOSING.** If BUYERS timely perform all obligations, possession of the Property shall be delivered to BUYERS on closing, and any adjustments of rent, insurance, taxes, interest and all charges attributable to the SELLERS' possession shall be made as of the date of possession. Closing shall occur after approval of title by buyers' attorney and vacation of the Property by SELLERS, but prior to possession by BUYERS. This transaction shall be considered closed (upon the filing of title transfer documents)(upon the delivery of the title transfer documents to BUYERS)and receipt of all funds then due at closing from BUYERS under the Agreement.
6. **FIXTURES.** Included with the Property shall be all fixtures that integrally belong to, are specifically adapted to or are a part of the real estate, whether attached or detached, such as: attached wall-to-wall carpeting, built-in appliances, light fixtures (including light bulbs), water softeners (except rentals), shutters, shades, rods, blinds, venetian blinds, awnings, storm windows, storm doors, screens, television antennas (including satellite dishes), air conditioning equipment (except window type), door chimes, automatic garage door openers, electrical service cables, attached mirrors, fencing, gates, attached shelving, bushes, trees, shrubs and plants. Also included shall be the following: NO EXCEPTIONS.

The following items shall not be included: _____

7. **CONDITION OF PROPERTY.**

- A. The property as of the date of this Agreement including buildings, grounds, and all improvements will be preserved by the SELLERS in its present condition until possession, ordinary wear and tear excepted.
- B. ~~{Within _____ days after the acceptance of this Agreement BUYERS may, at their sole expense, have the property inspected by a person or persons of their choice to determine if there are any structural, mechanical, plumbing, electrical, environmental, or other deficiencies. Within this same period, the BUYERS may notify in writing the SELLERS of any deficiency. The SELLERS shall immediately notify the BUYERS in writing of what steps, if any, the SELLERS will take to correct any deficiencies before closing. The BUYERS shall then immediately in writing notify the SELLERS that (1) such steps are acceptable, in which case this Agreement, as so modified, shall be binding upon all parties; or (2) that such steps are not acceptable, in which case this Agreement shall be null and void, and any earnest money shall be returned to BUYERS.} OR [BUYERS acknowledge that they have made a satisfactory inspection of the Property and are purchasing the Property in its existing condition.]~~
- C. If "B" is deleted, BUYERS acknowledge that they have made a satisfactory inspection of the Property and are purchasing the Property in its existing condition.
- D. ~~NEW CONSTRUCTION: If the improvements on the subject property are under~~

~~construction or are to be constructed, this Agreement shall be subject to approval of plans and specifications by the parties within _____ days of acceptance of this Agreement. New construction shall have the warranties implied by law, those specifically made by suppliers of materials/appliances, and those specifically tendered by the contractor.~~

- 8. ABSTRACT AND TITLE.** SELLERS, shall not be required to furnish an abstract of title. The SELLERS shall make every reasonable effort to promptly perfect title.
- 9. SURVEY.** BUYERS may, at BUYERS' expense prior to closing, have the property surveyed and certified by a Registered Land Surveyor.
- 10. ENVIRONMENTAL MATTERS.** (a) SELLERS warrant to the best of their knowledge and belief that there are no abandoned wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks located on the Property, the Property does not contain levels of radon gas, asbestos or urea-formaldehyde foam insulation which require remediation under current governmental standards, and SELLERS have done nothing to contaminate the Property with hazardous wastes or substances. SELLERS warrant that the Property is not subject to any local, state, or federal judicial or administrative action, investigation or order, as the case may be, regarding wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks. SELLERS shall also provide BUYERS with a properly executed GROUNDWATER HAZARD STATEMENT showing no wells, private burial sites, solid waste disposal sites, private sewage disposal system, hazardous waste and underground storage tanks on the Property unless disclosed here: _____.
- (b) BUYERS may at their expense, within _____ days after the date of acceptance, obtain a report from a qualified engineer or other person qualified to analyze the existence or nature of any hazardous materials, substances, conditions or wastes located on the Property. The expense of any inspection shall be paid by BUYERS. The expense of any action necessary to remove or otherwise make safe any hazardous material, substance, conditions or waste shall be paid by SELLERS, subject to SELLERS' right to cancel this transaction.
- 11. DEED.** Upon payment of the purchase price, SELLERS shall convey the Property to BUYERS by Warranty Deed, free and clear of all liens, restrictions, and encumbrances except as provided in this Agreement. General warranties of title shall extend to the time of delivery of the deed excepting liens or encumbrances suffered or permitted by BUYERS.
- 12. JOINT TENANCY IN PROCEEDS AND IN REAL ESTATE.** If SELLERS, immediately preceding acceptance of the offer, hold title to the Property in joint tenancy with full right of survivorship, and the joint tenancy is not later destroyed by operation of law or by acts of the SELLERS, then the proceeds of this sale, and any continuing or recaptured rights of SELLERS in the Property, shall belong to SELLERS as joint tenants with full rights of survivorship and not as tenants in common; and BUYERS in the event of the death of any SELLER, agree to pay any balance of the price due SELLERS under this contract to the surviving SELLERS and to accept a deed from the surviving SELLERS consistent with Paragraph 15.
- 13. JOINDER BY SELLER'S SPOUSE.** SELLER'S spouse, if not a title holder immediately preceding acceptance, executes this agreement only for the purpose of

relinquishing all rights of dower, homestead and distributive share or in compliance with Section 561.13 of the Code of Iowa and agrees to execute the deed or real estate contract for this purpose.

14. STATEMENT AS TO LIENS. If BUYERS intend to assume or take subject to a lien on the Property, SELLERS shall furnish BUYERS with a written statement prior to closing from the holder of such lien, showing the correct balance due.

15. USE OF PURCHASE PRICE. At time of settlement, funds of the purchase price may be used to pay taxes and other liens and to acquire outstanding interests, if any, of others.

16. APPROVAL OF COURT. If the Property is an asset of an estate, trust or conservatorship, this Agreement is contingent upon Court approval unless declared unnecessary by BUYERS' attorney. If the sale of the Property is subject to court approval, the fiduciary shall promptly submit this Agreement for such approval. If this Agreement is not so approved by _____ either party may declare this Agreement null and void, and all payments made hereunder shall be returned to BUYERS.

17. REMEDIES OF THE PARTIES.

A. If BUYERS fail to timely perform this Agreement, SELLERS may forfeit it as provided in the Iowa Code (Chapter 656), and all payments made shall be forfeited; or, at SELLERS' option, upon thirty days written notice of intention to accelerate the payment of the entire balance because of BUYERS' default (during which thirty days the default is not corrected), SELLERS may declare the entire balance immediately due and payable. Thereafter this agreement may be foreclosed in equity and the Court may appoint a receiver.

B. If SELLERS fail to timely perform this Agreement, BUYERS have the right to have all payments made returned to them.

C. BUYERS and SELLERS are also entitled to utilize any and all other remedies or actions at law or in equity available to them and shall be entitled to obtain judgment for costs and attorney fees as permitted by law.

18. NOTICE. Any notice under this Agreement shall be in writing and be deemed served when it is delivered by personal delivery or by certified mail return receipt requested, addressed to the parties at the address given below.

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

20. GENERAL PROVISIONS. In the performance of each part of this Agreement, time shall be of the essence. Failure to promptly assert rights herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default. This Agreement shall apply to and bind the successors in interest of the parties. This Agreement shall survive the closing. Paragraph headings are for convenience of reference and shall not

limit or affect the meaning of this Agreement. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context.

21. INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM. Seller represents and warrants to Buyer that the Property is not served by a private sewage disposal system, and there are no known private sewage disposal systems on the property.

22. ADDITIONAL PROVISIONS: (check if applicable)

- ☐ A. SALE OF BUYERS' PROPERTY. This Agreement is contingent upon the sale and settlement of the BUYERS' property locally known as _____ on _____ or before _____. If settlement has not been made by this date, the SELLERS may rescind this Agreement by giving notice to BUYERS that unless sale and settlement of BUYERS' property is made within five (5) business days of such notice, then this Agreement shall be null and void. Unless SELLERS give such written notice, this Agreement shall remain valid until the sale of BUYERS' property.

SELLERS reserve the right to continue to offer the Property for sale. Should SELLERS receive another offer which they desire to accept, BUYERS shall have _____ days from the delivery of written notice to waive the "contingency of sale." Notice from the BUYERS to the SELLERS, removing the contingency of sale, shall be timely delivered to the SELLERS along with reasonable assurance that BUYERS can complete the purchase without the sale of the property referenced above.

If BUYERS do timely remove such contingency, this Agreement will remain in full force and effect (but without being contingent on the sale of BUYERS' property). If BUYERS do not timely remove such contingency, SELLERS will immediately return to BUYERS all earnest money paid, this Agreement will be of no further force and effect, and neither party will have any further obligation to the other hereunder.

- ☐ B. TERMITE INSPECTION. Buyers at their expense shall have the Property inspected for termites or other wood destroying insects by a licensed pest inspector prior to closing. If active infestation or damage due to prior infestation is discovered, SELLERS shall have the option of either having the Property treated for infestation by a licensed pest exterminator and having any damage repaired to the BUYERS' satisfaction or, declaring this Agreement null and void and returning all earnest money to BUYERS. This provision shall not apply to fences, trees, shrubs or outbuildings other than garages. BUYERS may accept the property in its existing condition without such treatment or repairs.

- ☐ C. WELL TEST. SELLERS, at _____S' expense, shall provide BUYERS, within _____ days after acceptance of this offer, a report issued by the county health department, or a qualified testing service, indicating the location of any well on the Property and that water from each well (1) is safe for its intended use and (2) is in sufficient quantity for its intended use. If BUYERS receive an unsatisfactory report, the basis for which cannot be resolved between BUYERS and SELLERS within _____ days of receipt thereof, then upon written notice from BUYERS to SELLERS, this agreement shall be null and void and all earnest money paid shall be returned immediately to BUYERS.

- ☐ D. RADON TEST. Within -_____ days after the date of acceptance of this offer, SELLERS, at _____S' expense, shall have the property tested for the presence of Radon gas by a qualified professional and shall provide the written results of such test to BUYERS within the same time period. If said results reveal the presence of Radon in the

Property at a level greater than 4.0 pCi/L and SELLERS do not agree to remediate the Property at SELLERS' expense such that the Radon levels in the Property are reduced to a level below 4.0 pCi/L, then BUYERS shall have the option to terminate this agreement, in which case all earnest money shall be returned to BUYERS and this Agreement shall be of no further force or effect.

☒ E. NO REAL ESTATE AGENT OR BROKER. Neither party has used the services of a real estate agent or broker in connection with this transaction. Each party agrees to indemnify and save harmless the other party from and against all claims, costs, liabilities and expense (including court costs and reasonable attorney's fees) incurred by the other party as a result of a breach of this representation, which shall survive closing.

☐ F. OWNERS ASSOCIATION. If the property is subject to control by an association of owners, this Agreement is contingent upon the timely satisfaction or waiver of those conditions set forth on the Owners' Association Addendum attached hereto and by this reference made a part hereof. Buyers may, before closing and no later than ____ (__) days after receipt of all responsive documents, elect to cancel this Agreement by written notice of cancellation to Sellers. If Buyers elect to so cancel this Agreement, then this Agreement shall be null and void and the earnest money paid by Buyers shall be refunded. In the event Buyers do not timely notify Sellers of cancellation, this Agreement shall be binding and remain in full force and effect.

☒ G. OTHER: This property is being sold in its "AS-IS" condition.

ACCEPTANCE. When accepted, this Agreement shall become a binding contract. If not accepted and delivered to BUYERS on or before JUNE 30, 2022, this Agreement shall be null and void and all payments made shall be returned immediately to BUYERS.

Accepted _____, 2022 Dated _____, 2022

CITY OF MARSHALLTOWN, IOWA

SELLER: James Denver Walker
SS# _____
Address:
4 N. 12th Avenue
Marshalltown, IA 50158
Telephone: _____

by: _____
Jessica Kinser, City Administrator

Address:
24 N. Center Street
Marshalltown, IA 50158
Telephone: 641-754-5799

**RESOLUTION APPROVING A TEMPORARY CONSTRUCTION EASEMENT
AGREEMENT WITH JARM BUILDING COMPANY FOR THE
DEMOLITION OF 101 WEST MAIN STREET**

WHEREAS, the City of Marshalltown is the owner of 101 West Main Street, for which an award has been made to demolish the building at that address; and

WHEREAS, the City desires a temporary construction easement with the owner of 105 West Main Street, JARM Building Company, as it is unclear as to where the wall in common ends and begins;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that the attached Temporary Construction Easement Agreement related to the demolition of 101 West Main Street is hereby approved and the Mayor is directed to execute the agreement.

Passed this 13th day of June, 2022, and signed this _____ day of June, 2022.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

MARSHALLTOWN

I O W A

Joel Greer, Mayor
Jessica Kinser, Administrator
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5701
Fax - (641) 754-5717

TO: Mayor Greer and City Council
FROM: Jessica Kinser, City Administrator
DATE: June 6, 2022
RE: Easement w/ 105 West Main Street

Policy Issue: Council must authorize the temporary construction easement

☒ Goal 1: Expand and improve development	☐ Goal 3: Continually improve the City's organization & services
☒ Goal 2: Enhance Marshalltown's public image	☐ Goal 4: Partner with others to improve quality of life

Specific Objective/Action:

Goal 1, Objective 1: Support the MCBF and development in Downtown; Action: Complete City-owned demolition projects

Goal 2, Objective 1: Eliminate blight throughout the community

Recommendation: Approve the resolution as presented

Budget Impact: No dollar impact

Description/Background: The City awarded the bid to demolish 101 West Main Street to Lansing Brothers Construction. Before demolition can begin, a temporary construction easement is necessary as neither party knows where the property line is with the wall in common, which is three brick wythes wide. The temporary construction easement provides permission to be on the property of 105 West Main Street, while pledging from the City side the shared wall grant funds (to be approved separately) and to perform a survey after the new wall work is completed to determine where the property line is and establish a new property line between 101 and 105 West Main Street.

CITY COUNCIL

Al Hoop, Gabriel Isom, Barry Kell, Mike Ladehoff,
Jeff Schneider, Gary Thompson, Dex Walker



Prepared/Return to: Steven C. Leidinger, Lynch Dallas, P.C., 526 Second Avenue SE, Cedar Rapids, IA 52401
Phone: (319) 365-9101

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made and entered into as of the date of last signature set forth below ("Effective Date"), by and between **JARM BUILDING COMPANY** ("GRANTOR"), an Iowa corporation, and the **CITY OF MARSHALLTOWN, IOWA** ("GRANTEE"):

Recitals

A. GRANTOR is the owner of real property locally known as 105 W. Main in the City of Marshalltown, Iowa ("Grantor's Property"), legally described as follows:

THE EAST ONE-THIRD OF LOT 11; THE WEST 6 INCHES OF THE NORTH 58 FEET OF LOT 12; THE SOUTH 100 FEET OF THE WEST ONE-THIRD OF LOT 12, ALL OF BLOCK 8, TOWN OF MARSHALL, MARSHALL COUNTY, IOWA, AND THE RIGHT OF WAY OVER 10 FOOT ALLEY LYING NORTH OF THE SOUTH 90 FEET OF THE EAST TWO-THIRDS OF LOT 12 IN SAID BLOCK 8, TOWN OF MARSHALL, MARSHALL COUNTY, IOWA, SUBJECT TO PARTY WALL AGREEMENT RECORDED IN BOOK 530, PAGE 145 OF THE RECORDS OF THE RECORDER'S OFFICE, MARSHALL COUNTY, IOWA.

B. GRANTEE is the owner of real property locally known as 101 W. Main in the City of Marshalltown, Iowa, ("Grantee's Property"), legally described as follows:

THE SOUTH 90 FEET OF THE EAST 2/3 OF LOT 12, BLOCK 8 IN THE TOWN OF MARSHALL, MARSHALL COUNTY, IOWA, TOGETHER WITH A RIGHT OF WAY OVER A STRIP OF LAND LYING ADJACENT TO AND IMMEDIATELY NORTH OF THE ENTIRE NORTH LINE OF REAL ESTATE ABOVE DESCRIBED AND BEING 10 FEET IN WIDTH, NORTH AND SOUTH.

C. GRANTEE deems it necessary to demolish the building situated upon Grantee's Property ("Grantee's Building") due to its current condition following a tornado and subsequent derecho.

D. The west masonry wall of Grantee's Building, and the east masonry wall of the building situated upon Grantor's Property ("Grantor's Building"), are either integrated or directly abut one another. Due to the configuration of the buildings, the exact nature of their construction and the extent of their potential integration cannot be determined until demolition of Grantee's Building is underway. Nor can an accurate survey be performed to determine the exact location of the east wall of Grantor's Building relative to the western boundary of Grantee's Property. Accordingly, no survey has been performed.

E. GRANTEE desires to obtain from GRANTOR and GRANTOR desires to provide GRANTEE a temporary construction easement relative to GRANTEE'S demolition of Grantee's Building upon the terms and conditions set forth herein.

Agreement

NOW THEREFORE, in consideration of the foregoing recitals and the mutual promises, covenants, and conditions set forth in this Agreement, the sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

1. GRANTOR hereby covenants that GRANTOR holds title to Grantor's Property; that GRANTOR has good, right, and lawful authority to grant this Agreement; and that GRANTOR covenants to warrant and defend Grantor's Property against the lawful claims of all persons whomsoever.
2. To the extent no survey has been performed, GRANTOR acknowledges and agrees GRANTEE'S contractor(s) may enter upon various portions of Grantor's Property for purposes of facilitating demolition of Grantee's Building, and that demolition of Grantee's Building will require GRANTEE'S contractor(s) to contact the east wall of Grantor's Building.
3. GRANTOR further acknowledges and understands demolition of Grantee's building will leave exposed portions of the east wall of Grantor's Building that may not be waterproof; may expose joist pockets, cosmetic damage, and/or other latent conditions or imperfections; that some degree of damage to the surface of the east wall of Grantor's Building is imminent and will require remediation by GRANTOR, including but not limited to masonry work and waterproofing; and that GRANTEE, by demolishing Grantee's Building, disclaims any interest in the same as a matter of law.
4. While responsibility for rehabilitating the east wall of Grantor's Building following demolition of Grantee's Building rests with GRANTOR, there is grant funding available from the City of Marshalltown relative to such rehabilitation work. It shall be GRANTOR'S responsibility to submit a timely and complete application to the City of Marshalltown conforming with all applicable grant requirements should GRANTOR wish to take advantage of this funding.
5. GRANTEE'S contractor(s), working in conjunction with a structural engineer, shall take reasonable and appropriate measures, consistent with best practices in their respective trades and industries, to minimize damage to the east wall of Grantor's Building taking into consideration all relevant considerations, including but not limited to the condition in which the buildings are found and the extent to which their abutting walls are found to be integrated.
6. Prior to commencement of demolition activities, GRANTEE shall present GRANTOR a copy of a demolition plan prepared by a structural engineer subcontracted by GRANTEE's demolition contractor for review and approval by GRANTOR'S structural engineer. GRANTOR and GRANTEE shall thereafter coordinate in good faith to resolve any concerns raised by GRANTOR'S structural engineer with respect to said demolition plan.
7. Upon completion of the GRANTEE'S demolition of Grantee's Building, GRANTEE agrees to commission a survey of the boundary separating Grantee's Property from Grantor's Property, at its sole expense, and to facilitate any adjustment to such boundary as may be necessary to ensure there are no encumbrances or encroachments, also at its sole expense. GRANTOR agrees to cooperate with GRANTEE as may be necessary to facilitate such boundary adjustment.
8. GRANTEE shall indemnify, defend, protect, and hold harmless GRANTOR from all claims, suits,

actions, damages, and costs of every name and description arising out of or resulting from GRANTEE'S exercise of its rights under this Agreement, and not a result of negligent acts or omissions of GRANTOR.

9. The provisions of this Agreement inure to the benefit of and bind the successors and assigns of GRANTEE and GRANTOR, and all covenants shall apply to and run with the land.
10. GRANTOR acknowledges the ability to enter upon Grantor's Property as necessary to facilitate demolition of Grantee's Building is the essence of this Agreement and GRANTOR accordingly grants GRANTEE and its contractor(s) the immediate right to enter upon Grantor's Property for such purpose.
11. GRANTEE'S right to enter upon Grantor's Property shall terminate upon completion of GRANTEE'S demolition of Grantee's Building and GRANTEE'S final acceptance of the public improvement project pursuant to which the demolition is being conducted.
12. This Temporary Easement constitutes the entire agreement between GRANTEE and GRANTOR relative to the demolition of Grantee's Building and there is no agreement to do or not to do any act or deed except as specifically provided herein.
13. This Agreement may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all parties are not signatories to the original or the same counterpart. Furthermore, the parties may execute and deliver this Agreement by electronic means such as .pdf or a similar format. GRANTEE and GRANTOR agree the delivery of the Agreement by electronic means shall have the same force and effect as delivery of original signatures and that each of the parties may use such electronic signatures as evidence of the execution and delivery of the Agreement by all parties to the same extent as an original signature.

IN TESTIMONY WHEREOF, the GRANTEE and GRANTOR have caused this instrument to be executed as of the date of last signature set forth below.

GRANTOR:

JARM BUILDING COMPANY,
an Iowa corporation

By: _____

Print Name, Print Title

STATE OF IOWA,
MARSHALL COUNTY, SS:

On this _____ day of _____ 2022 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____, as _____ of Jarm Building Company, an Iowa corporation, who being duly sworn, executed the foregoing instrument and affirmed such execution to be his/her voluntary act and deed as authorized by and on behalf of said corporation.

Notary Public in and for said State

GRANTEE:

CITY OF MARSHALLTOWN, IOWA,
an Iowa Municipal Corporation

By: _____
Joel Greer, Mayor

Attest: _____
Alicia Hunter, City Clerk

STATE OF IOWA,
MARSHALL COUNTY, SS:

On this _____ day of _____, 2022 before me, the undersigned, personally appeared **Joel Greer**, as Mayor, and **Alicia Hunter**, as City Clerk for the City of Marshalltown, an Iowa municipal corporation, who being duly sworn, executed the foregoing instrument and affirmed such execution to be their voluntary acts and deeds on behalf of said municipal corporation, as authorized by the City Council.

Notary Public in and for said State

**RESOLUTION APPROVING 28E INTERAGENCY AGREEMENT BETWEEN IOWA
DEPARTMENT OF INSPECTIONS AND APPEALS AND CITY OF
MARSHALLTOWN, AGREEMENT EXPIRES AUGUST 22, 2023**

WHEREAS there is herewith submitted to the City Council of Marshalltown, Iowa, a proposed 28E Agreement by and between the City of Marshalltown and the Iowa Department of Inspections and Appeals, expiring August 22, 2023; 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 the same should now be approved and accepted.

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

Section 1. That the Agreement by and between the City of Marshalltown and the Iowa Department of Inspections and Appeals, for investigation services related to the HUD Section 8 Housing Choice Voucher Program, expiring August 22, 2023, is hereby approved in all respects and particulars.

Section 2. That the Mayor and City Clerk are hereby authorized and directed to execute said Agreement and any future Amendments for extension of term on behalf of the City of Marshalltown.

Passed this ____ day of June 2022 and signed this ____ day of June 2022.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

MARSHALLTOWN

I O W A

Joel Greer, Mayor
Jessica Kinser, Administrator
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5701
Fax - (641) 754-5717

TO: Mayor Greer and City Council
FROM: Michelle Spohnheimer, Housing & Community Development Director
DATE: 06/13/2022
RE: Renewal of DIA 28E Agreement for the Section 8 Housing Choice Voucher Program

Policy Issue:

☐ Goal 1: Expand and improve development	☐ Goal 3: Continually improve the City's organization & services
☐ Goal 2: Enhance Marshalltown's public image	☒ Goal 4: Partner with others to improve quality of life

Specific Objective/Action:

- *Goal 1: Objective 3: Work with other entities on partnerships which benefit the community.* The Section 8 program is a Federal program which the City administers in Marshall, Tama and Hardin Counties. It is our responsibility to ensure compliance and when fraud does occur we partner with the DIA to investigate.

Recommendation: Staff is recommending approval of this 28E Agreement with the DIA in order to continue with investigations as needed with the Section 8 Housing Choice Voucher program.

Budget Impact: Any expenses incurred as part of an investigation are covered by the HUD Section 8 program.

Description/Background: The City has had agreements in place for several years with the DIA and uses their services around 10 times a year to conduct fraud investigations.

CITY COUNCIL

Al Hoop, Gabriel Isom, Barry Kell, Mike Ladehoff,
Jeff Schneider, Gary Thompson, Dex Walker



**INTERAGENCY AGREEMENT
BETWEEN
IOWA DEPARTMENT OF INSPECTIONS AND APPEALS
AND
CITY OF MARSHALLTOWN**

This agreement (Agreement) is entered into between the Iowa Department of Inspections and Appeals (DIA) and the City of Marshalltown (CM) pursuant to the authority of Iowa Code sections 28E.5 and 28E.12.

The parties hereto agree as follows:

Purpose: The purpose of this Agreement is to authorize the performance of Section 8 Voucher Program / Public Housing investigations of the City of Marshalltown (CM) by DIA.

Rights, Powers, and Responsibilities:

CM agrees to:

1. Refer, in writing, investigations for CM to DIA.
2. Approve, in writing, the inclusion of cases involving the CM programs when multiple state, local or federal agencies are involved in an investigation.
3. Provide the following to DIA:
 - a. Access to all case records pertinent to the investigations being conducted.
 - b. Calculations of any overpayments that occurred on cases under investigation.
 - c. Leasing Housing Specialists or other appropriate staff that are required to testify in court about the Section 8 Housing Choice Voucher Program / Public Housing records and determinations of overpayment amounts.
4. Collect all civil and criminal overpayments.

DIA agrees to:

1. Investigate, obtain evidence, and prepare and submit investigative reports to county attorneys or federal prosecutors for criminal prosecution on behalf of CM.
2. In criminal cases, request restitution through the courts on behalf of CM for the amount of overpayment(s).
3. In civil or administrative cases, submit a copy of the investigative report to CM for appropriate action.

Funding: DIA will bill CM for investigations conducted pursuant to this Agreement at the initial rate of sixty-eight dollars and 25 cents (\$68.25) per hour, modified annually, by the thirtieth (or last day) of each month. CM shall reimburse DIA within 30 days of receipt of a billing statement / invoice. If CM denies any part of the invoice, CM shall provide DIA with a detailed reason for the denial and give DIA the opportunity to provide further justification.

Duration: This Agreement shall be in full force and effect from August 23, 2022 to August 22, 2023, unless terminated earlier in accordance with the Termination section of this Agreement. CM and DIA shall meet at least thirty (30) days prior to the expiration of this Agreement to determine renewal and any modifications to the Agreement, including but not limited to, funding.

Legal or Administrative Entity Created: No new legal or administrative entity is created by this Agreement.

Property: Nothing in this Agreement shall be deemed to effect any change with respect to the ownership of the real or personal property of either party to this Agreement.

Dispute Resolution: The parties to this Agreement shall attempt to mediate disputes that arise under this Agreement by engaging in mediation with a mutually agreed-upon mediator. Each party will bear fifty percent (50%) of the costs of such mediation. In the event the parties are unable to reach agreement during the mediation, the parties shall submit their dispute to binding arbitration as provided for in Iowa Code section 679A.19.

Filing and Recording: Copies of this Agreement shall be filed with the Secretary of State before the Agreement shall be in full force and effect, all pursuant to Iowa Code section 28E.8

Termination: Either party to this Agreement may terminate this Agreement without cause by providing the other party a written notice of intent to terminate this Agreement, at least thirty (30) days prior to the intended date of termination. The notice shall specify the reasons for termination and shall be delivered by U.S. Certified Mail to either party.

The undersigned hereby execute and enter into this interagency 28E Agreement. Each signatory represents that he/she has been authorized in accordance with state law to sign and bind the agency represented.

Larry Johnson Jr., Director
IOWA DEPARTMENT OF INSPECTIONS AND APPEALS

Joel Greer, Mayor
CITY OF MARSHALLTOWN

Date

Date

**RESOLUTION APPROVING A TEMPORARY CONSTRUCTION EASEMENT
AGREEMENT WITH MELINDA UITERMARKT FOR THE
DEMOLITION OF 10 AND 12 WEST MAIN STREET**

WHEREAS, the City of Marshalltown is the owner of 10 and 12 West Main Street, both properties which are to be demolished; and

WHEREAS, the City desires a temporary construction easement with the owner of 14 West Main Street, Melinda Uitermarkt, as it is unclear as to where the wall in common ends and begins between 12 and 14 West Main Street;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that the attached Temporary Construction Easement Agreement related to the demolition of 10 and 12 West Main Street is hereby approved and the Mayor is directed to execute the agreement.

Passed this 13th day of June, 2022, and signed this _____ day of June, 2022.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

MARSHALLTOWN

I O W A

Joel Greer, Mayor
Jessica Kinser, Administrator
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5701
Fax - (641) 754-5717

TO: Mayor Greer and City Council
FROM: Jessica Kinser, City Administrator
DATE: June 6, 2022
RE: Easement w/ 14 West Main Street

Policy Issue: Council must authorize the temporary construction easement

☒ Goal 1: Expand and improve development	☐ Goal 3: Continually improve the City's organization & services
☒ Goal 2: Enhance Marshalltown's public image	☐ Goal 4: Partner with others to improve quality of life

Specific Objective/Action:

Goal 1, Objective 1: Support the MCBF and development in Downtown; Action: Complete City-owned demolition projects

Goal 2, Objective 1: Eliminate blight throughout the community

Recommendation: Approve the resolution as presented

Budget Impact: No dollar impact

Description/Background: The City approved a quote from Lansing Brothers Construction to demolish 10 and 12 West Main Street. Before demolition can begin, a temporary construction easement is necessary as neither party knows where the property line is with the wall in common, which is believed to be three brick wythes wide. The temporary construction easement provides permission to be on the property of 14 West Main Street, while pledging from the City side the shared wall grant funds (to be approved separately) and to perform a survey after the new wall work is completed to determine where the property line is and establish a new property line between 12 and 14 West Main Street.

CITY COUNCIL

Al Hoop, Gabriel Isom, Barry Kell, Mike Ladehoff,
Jeff Schneider, Gary Thompson, Dex Walker



Prepared/Return to: Steven C. Leidinger, Lynch Dallas, P.C., 526 Second Avenue SE, Cedar Rapids, IA 52401
Phone: (319) 365-9101

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made and entered into as of the date of last signature set forth below ("Effective Date"), by and between **MELINDA DIANE UITERMARKT** ("GRANTOR") and the **CITY OF MARSHALLTOWN, IOWA** ("GRANTEE"):

Recitals

A. GRANTOR is the owner of real property locally known as 14 W. Main Street in the City of Marshalltown, Iowa ("Grantor's Property"), legally described as follows:

LOT "C" IN BLOCK 15 IN THE TOWN OF MARSHALL, MARSHALL COUNTY, IOWA,
AS SHOWN IN PLAT RECORDED IN PLAT BOOK 2, PAGE 115, RECORDER'S
OFFICE, MARSHALL COUNTY, IOWA.

B. GRANTEE is the owner of adjacent real property locally known as 10 & 12 W. Main Street in the City of Marshalltown, Iowa, ("Grantee's Property"), legally described, respectively, as follows:

LOT E, BLOCK 15, TOWN OF MARSHALL, MARSHALL COUNTY, IOWA;

and

LOT G AND LOT D ALL IN BLOCK 15 IN THE ORIGINAL TOWN OF MARSHALL,
MARSHALL COUNTY, IOWA.

C. GRANTEE deems it necessary to demolish the buildings situated upon Grantee's Property due to the buildings' (hereinafter referred to collectively as "Grantee's Buildings" and individually by street address) current condition following a tornado and subsequent derecho.

D. The east masonry wall of 12 W. Main Street, and the west masonry wall of the building situated upon Grantor's Property ("Grantor's Building"), are either integrated or directly abut one another. Due to the configuration of the buildings, the exact nature of their construction and the extent of their potential integration cannot be determined until demolition of Grantee's Buildings is underway. Nor can an accurate survey be performed to determine the exact location of the west wall of Grantor's Building relative to the eastern boundary of 12 W. Main Street. Accordingly, no survey has been performed.

E. GRANTEE desires to obtain from GRANTOR and GRANTOR desires to provide GRANTEE a temporary construction easement relative to GRANTEE'S demolition of Grantee's Buildings upon the terms and conditions set forth herein.

Agreement

NOW THEREFORE, in consideration of the foregoing recitals and the mutual promises, covenants, and conditions set forth in this Agreement, the sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

1. GRANTOR hereby covenants that GRANTOR is the equitable owner of Grantor's Property; that GRANTOR has good, right, and lawful authority to grant this Agreement; and that GRANTOR covenants to warrant and defend Grantor's Property against the lawful claims of all persons whomsoever.
2. To the extent no survey has been performed, GRANTOR acknowledges and agrees GRANTEE'S contractor(s) may enter upon various portions of Grantor's Property for purposes of facilitating demolition of Grantee's Buildings, and that demolition of Grantee's Buildings will require GRANTEE'S contractor(s) to contact the west wall of Grantor's Building.
3. GRANTOR further acknowledges and understands demolition of Grantee's Buildings will leave exposed portions of the west wall of Grantor's Building that may not be waterproof; may expose joist pockets, cosmetic damage, and/or other latent conditions or imperfections; that some degree of damage to the surface of the west wall of Grantor's Building is imminent and will require remediation by GRANTOR, including but not limited to masonry work and waterproofing; and that GRANTEE, by demolishing Grantee's Buildings, disclaims any interest in the same as a matter of law.
4. While responsibility for rehabilitating the west wall of Grantor's Building following demolition of Grantee's Buildings rests with GRANTOR, there is grant funding available from the City of Marshalltown relative to such rehabilitation work. It shall be GRANTOR'S responsibility to submit a timely and complete application to the City of Marshalltown conforming with all applicable grant requirements should GRANTOR wish to take advantage of this funding.
5. GRANTEE'S contractor(s), working in conjunction with a structural engineer, shall take reasonable and appropriate measures, consistent with best practices in their respective trades and industries, to minimize damage to the west wall of Grantor's Building taking into consideration all relevant considerations, including but not limited to the condition in which the buildings are found and the extent to which their abutting walls are found to be integrated.
6. Upon completion of the GRANTEE'S demolition of Grantee's Buildings, GRANTEE agrees to commission a survey of the boundary separating Grantee's Property from Grantor's Property, at its sole expense, and to facilitate any adjustment to such boundary as may be necessary to ensure there are no encumbrances or encroachments, also at its sole expense. GRANTOR agrees to cooperate with GRANTEE as may be necessary to facilitate such boundary adjustment.
7. GRANTEE shall indemnify, defend, protect, and hold harmless GRANTOR from all claims, suits, actions, damages, and costs of every name and description arising out of or resulting from GRANTEE'S exercise of its rights under this Agreement, and not a result of negligent acts or omissions of GRANTOR.

8. The provisions of this Agreement inure to the benefit of and bind the successors and assigns of GRANTEE and GRANTOR, and all covenants shall apply to and run with the land.
9. GRANTOR acknowledges the ability to enter upon Grantor's Property as necessary to facilitate demolition of Grantee's Building is the essence of this Agreement and GRANTOR accordingly grants GRANTEE and its contractor(s) the immediate right to enter upon Grantor's Property for such purpose.
10. GRANTEE'S right to enter upon Grantor's Property shall terminate upon completion of GRANTEE'S demolition of Grantee's Building and GRANTEE'S final acceptance of the public improvement project pursuant to which the demolition is being conducted.
11. This Temporary Easement constitutes the entire agreement between GRANTEE and GRANTOR relative to the demolition of Grantee's Building and there is no agreement to do or not to do any act or deed except as specifically provided herein.
12. This Agreement may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all parties are not signatories to the original or the same counterpart. Furthermore, the parties may execute and deliver this Agreement by electronic means such as .pdf or a similar format. GRANTEE and GRANTOR agree the delivery of the Agreement by electronic means shall have the same force and effect as delivery of original signatures and that each of the parties may use such electronic signatures as evidence of the execution and delivery of the Agreement by all parties to the same extent as an original signature.

IN TESTIMONY WHEREOF, the GRANTEE and GRANTOR have caused this instrument to be executed as of the date of last signature set forth below.

GRANTOR:

MELINDA DIANE UITERMARKT,

STATE OF IOWA,
MARSHALL COUNTY, SS:

On this ____ day of _____ 2022 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Melinda Diane Uitermarkt, who being duly sworn, executed the foregoing instrument and affirmed such execution to be her voluntary act and deed.

Notary Public in and for said State

GRANTEE:

CITY OF MARSHALLTOWN, IOWA,
an Iowa Municipal Corporation

By: _____
Joel Greer, Mayor

Attest: _____
Alicia Hunter, City Clerk

STATE OF IOWA,
MARSHALL COUNTY, SS:

On this _____ day of _____, 2022 before me, the undersigned, personally appeared **Joel Greer**, as Mayor, and **Alicia Hunter**, as City Clerk for the City of Marshalltown, an Iowa municipal corporation, who being duly sworn, executed the foregoing instrument and affirmed such execution to be their voluntary acts and deeds on behalf of said municipal corporation, as authorized by the City Council.

Notary Public in and for said State

**RESOLUTION APPROVING CONTRACT CHANGE ORDER #9 FOR
THE HANGAR, TERMINAL AND SITE IMPROVEMENTS PROJECT
#APR19001, AN INCREASE OF \$4,658.19**

WHEREAS, the City of Marshalltown, Iowa, has heretofore entered into a contract with Garling Construction, for the labor and material for the Hangar, Terminal, and Site Improvements Project #APR19001; and

WHEREAS, an increase is requested for items to complete the project.

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

Section 1. That the contract Change Order #9 for the Hangar, Terminal and Site Improvements Project, in the increased amount of \$4,658.19 is hereby accepted and approved.

Passed this 13th day of June 2022, and signed this _____ day of June, 2022.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

MARSHALLTOWN

IOWA

Joel Greer, Mayor
Jessica Kinser, Administrator
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5701
Fax - (641) 754-5717

TO: Mayor Greer and City Council
FROM: Heather Thomas, Public Works Director
DATE: June 13, 2022
RE: Airport Hangar, Terminal, and Site Improvements – Change Order #9, ARP 19-002

Policy Issue: Change orders must be approved by City Council if the change order increases the cost of the project by more than \$25,000 or 10% of project costs. Previous change orders on this project hit that threshold; therefore, all current and future change orders on this project will be presented to City Council for approval.

☐ Goal 1: Expand and improve development	☒ Goal 3: Continually improve the City's organization & services
☒ Goal 2: Enhance Marshalltown's public image	☐ Goal 4: Partner with others to improve quality of life

Specific Objective/Action:

Goal 2: Objective 2 – Design and construct capital projects which enhance the aesthetics of the community & Goal 3: Objective 2: Develop comprehensive plans for City infrastructure and improvements.

Recommendation:

Staff recommends approval of Change Order #9.

Budget Impact:

Change order increases the cost of the project \$4,658.19. Project budget has sufficient funds to accommodate this increase.

Description/Background:

City staff reviewed construction of the airport hangar and questioned the door jambs on the large hangar door and several smaller windows and motor compartment. After review of the specifications, it was determined they were specified to be factory primed – but no paint was specified. Minor imperfections and rust in welded areas are already showing. After consultation with other airport buildings, we confirmed suspicion that the primer doesn't hold up very well long term, especially in the corners and on welds. City requested change order request from Contractor to paint these areas so they last for decades to come. City staff reviewed submitted pricing and concurred it was reasonable for the additional scope requested.

Attachments:

ARP 19-002, Change Order #9

i:\public works\council items\2022\airport change order - city\memo_arp 19-002_co #8_city mod 2022 05 23.docx

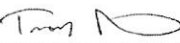
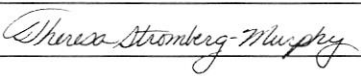
CITY COUNCIL

Al Hoop, Gabriel Isom, Barry Kell, Mike Ladehoff,
Jeff Schneider, Gary Thompson, Dex Walker



Project: Hangar, Terminal and Site Improvements	Change Order # 9
AIP No. 3-19-0058-017-2020, DOT No. 22652, 21627, 21653	CGA PN: 4482.06
Owner: City of Marshalltown	Contract Date: August 27, 2020
Contractor: Garling Construction, Inc.	Contract Amount: \$2,716,167.50

List below or on a separate sheet each change proposed in this order describing briefly and giving reasons for the changes. Attach copy of supplemental agreement covering any contract amendment.

PROPOSED CHANGES			Amount Increase or Decrease
Materials and labor to provide for painting of interior and exterior jambs of bypass doors, window jambs and motor compartments per COR #024.			
Add Item No. BP2-CO9-1, painting of bypass door jambs, to the contract: 1 LS @ \$4,658.19/LS.....			+\$4,658.19
Net Change This Order (+ or -)			+\$4,658.19
Net Changes Previous Orders:			+\$13,294.26
Total Net Changes to Date:			+\$17,952.45
Contract Completion Date 02/28/22	Days Increased	Days Decreased	Revised Completion Date N/A
If and when approved, I hereby accept this order both as to work to be performed and prices on which payment shall be based.			
Contractor: Garling Construction, Inc.			Date: 6-6-22
By: 		Title: President	
Recommended	By: 	Title: Project Manager	Date: 6-6-22
Approved	By:	Title:	Date:



General Contractors

1120 11th Street • Belle Plaine, IA 52208 • Phone: (319) 444-3409 319-444-3409 • Fax: (319) 444-2437 319-444-2437

COR #. 024

CITY OF MARSHALLTOWN 24 N CENTER STREET MARSHALLTOWN, IA 50158	Date	Wednesday, May 25, 2022
Project: Marshalltown Hangar Improvements Project #: 54138 Paint interior and exterior jambs of bypass doors, window jambs and motor compartments.		

#	Description	Type	Qty	Rate	Expense Amount	Mark Up	Cost
00024	AF Painting	Subcontractor Exp			3906.000	10.0000	\$4,296.60
00024	Supervision	Labor Expense			150.000	15.0000	\$172.50
00024	Project Manager	Labor Expense			85.000	15.0000	\$97.75
00024	Bond 2%	Other Expense			91.340	0.0000	\$91.34

PROPOSAL SUMMARY

Subcontractor Expense	\$4,296.60
Labor Expense	\$270.25
Other Expense	\$91.34
Proposal Total	\$4,658.19

✍ PLEASE REVIEW AND SIGN BELOW FOR INCLUSION IN THE NEXT OWNER CHANGE ORDER ✍

Architect: x _____ Date: _____

Owner: x _____ Date: _____

CITY OF MARSHALLTOWN



PM: x _____ Date: 5-27-22

Douglas R Mertens, Project Manager



P.O Box 418, 201 Main St., Janesville, IA 50647

TO: Garling Construction

May 24, 2022

ATTN: Doug Mertens

REF: Marshalltown Hanger

We are happy to quote the listed items for the building. We are including the following:

1. We propose to supply all materials, labor, and equipment to complete this project.
2. We include applicable fees and insurance.
3. Labor and material to paint the hanger door jambs inside and out with colors matching the metal wall panels w/ Sherwin Williams Pro Industrial enamel exterior and PPG Durathane DTM Polar White for interior.
4. Labor and material to paint (6) window jambs and (2) motor compartments interior.

Items to be excluded:

1. Any items not listed above.

Proposals do not include tax and will be collectable when applicable.

Base Bid Price as listed above.

\$3,906.00

This bid is conditional on use of an equitable subcontract, such as the AIA 401. Subjecting our bid to any acceptance of general contract terms is based on those terms being subject to mutually agree upon clarifications and changes.

We feel that our experience makes us a perfect choice to be part of your construction team.

Once again, we thank you for your consideration.

Sincerely,

Joshua J. Wolf

A & F Painting and Coatings
Joshua Wolf
Project Manager/ Estimator
319-252-1245
Joshua.wolf@moderniowa.com

Approval by _____

Date _____



Please remit payment to: A&F Painting & Coatings, PO Box 418, Janesville, IA 50647

**RESOLUTION TO APPROVE THE STATE RECREATIONAL TRAIL
APPLICATION FOR THE IOWA RIVER’S EDGE TRAIL**

WHEREAS, the Iowa River’s Edge Trail runs from Marshalltown North to near Highway 20 in Hardin County; and

WHEREAS, replacing Bridges #2 to #5 in Marshall County is funded and final engineering is being completed; and

WHEREAS, after the bridges are completed the City can request funding to pave the approximate 1.78 miles from bridge #2 and to a former public road beyond bridge #5.

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

Section 1: The \$500,000 State Recreational Trail Grant is approved for paving 1.78 miles from Bridge #2 to a point beyond Bridge #5. The total estimated budget for this project is \$1,400,000.

Section 2: Matching funds for this application total \$166,668 which will be provided from eligible sources including City of Marshalltown local cash.

Section 3: The City of Marshalltown will adequately maintain the trail for its intended use and maintain the trail used to justify this project in public use for a minimum of 20 years following project completion.

Passed this 13th day of June, 2022, and signed this _____ day of June, 2022.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

MARSHALLTOWN

IOWA

Joel Greer, Mayor
Jessica Kinser, Administrator
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5701
Fax - (641) 754-5717

TO: Mayor Greer and City Council
FROM: Heather Thomas, Public Works Director
DATE: June 13, 2022
RE: State Recreational Trail – Grant Application

Policy Issue: Council must approve all grant applications.

☐ Goal 1: Expand and improve development	☐ Goal 3: Continually improve the City's organization & services
☐ Goal 2: Enhance Marshalltown's public image	☒ Goal 4: Partner with others to improve quality of life

Specific Objective/Action: Objective 2: Partner with Trails Inc. on trail-related initiatives, Action – Assist Trails Inc. with plan development and grant applications.

Recommendation: Approve State Recreational Trail (SRT) Grant Application

Budget Impact: None additional at this time.

Description/Background: Trails Inc and the City of Marshalltown are partnering to install the Iowa River's Edge Trail from Marshalltown, northwest along the old railroad bed to the Marshall County Limits where it would join a trail being spearheaded by the Hardin County Trails group. The entire Iowa River's Edge Trail is approximately 34 miles long.

In Marshall County, final design is underway on Bridges #2, 3, 4, and 5 with a bid letting anticipated in October 2022. The following phase of the project is to pave approximately 1.8 miles of trail from Bridge #2, to past Bridge #5. We are currently in the planning and funding stages of that project, which is estimated to cost approximately \$1.4 million.

We are requesting approval to submit a State Recreational Trail (SRT) Grant in the amount of \$500,000 for this segment. Trails Inc is unable to be the applicant for these funds as they are not a governmental entity; therefore, the City will serve as the applicant. This grant application requires \$166,668 of local matching funds. The city previously passed resolution 2022-124 to include up to \$250,000 towards the project as part of the Destination Iowa Project, if awarded. The previously passed resolution / amount would count towards the SRT matching funds if Destination Iowa is awarded; otherwise, Trails Inc. will provide match funding.

CITY COUNCIL

Al Hoop, Gabriel Isom, Barry Kell, Mike Ladehoff,
Jeff Schneider, Gary Thompson, Dex Walker



ENGINEER'S ESTIMATE OF PROBABLE COSTS
Iowa River's Edge Trail - Paving for Bridge #2 - Bridge #5 Section
April 25, 2022



<u>Item #</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Extended</u>
1	Mobilization	1	LS	\$ 84,358.00	\$ 84,358.00
2	Excavation, Class 13	2,000	CY	\$ 25.00	\$ 50,000.00
3	2' Shoulder Finishing	188	ST	\$ 265.00	\$ 49,820.00
4	Special Subgrade Preparation and Incorporation	14,622	SY	\$ 7.00	\$ 102,354.00
5	Shared Use Path, PCC, Class C, 6"	10,444	SY	\$ 72.00	\$ 751,968.00
6	Cleanup, Seeding, Fertilizing, and Mulching for Hydraulic Seeding	1	LS	\$ 27,500.00	\$ 27,500.00
7	Stabilized Construction Entrance	2	EA	\$ 6,500.00	\$ 13,000.00
8	Construction Survey	1	LS	\$ 15,000.00	\$ 15,000.00
9	Traffic Control	1	LS	\$ 10,000.00	\$ 10,000.00
10	Storm Water Pollution Prevention Plan & Erosion Control	1	LS	\$ 6,000.00	\$ 6,000.00
11	Undefined Construction Elements	1	LS	\$ 65,000.00	\$ 65,000.00
Total Construction Cost					\$ 1,175,000.00
Estimated Engineering - Survey & Design (~8%)					\$ 94,000.00
Estimated Engineering - Construction Phase w/ Federal Funds (~11%)					\$ 131,000.00
Total Project Cost					\$ 1,400,000.00



Heather Ann Thomas

Trail

Bridge 2 - Bridge 5

Bridge 5

Bridge 4

9,400 LF
Paved Trail

Bridge 3

Bridge 2

E29

Summit Rd

Google Earth

© 2020 Google

4000 ft



APPLICATION FORM FOR IOWA STATE RECREATIONAL TRAILS (SRT) PROGRAM FUNDS

General Information

Eligible Sponsor/
Applicant Agency: City of Marshalltown, Iowa

Contact Person
(Name and Title): Heather Thomas, Public Works Director

Street Address and/
or P.O. Box Number: 36 N Center Street

City: Marshalltown State: IA ZIP Code: 50112

Phone Number: 641-750-5929 E-mail: hthomas@marshalltown-ia.gov

If more than one Agency or Organization is involved in this project, please state the name, contact person, mailing address, and telephone number of the second Agency. (*Attach an additional page if more than two agencies are involved.*)

Applicant Agency: _____

Contact Person
(Name and Title): _____

Street Address and/
or P.O. Box number: _____

City: _____ State: _____ ZIP Code: _____

Phone Number: _____ E-mail: _____

Project Information

Project Title: Iowa River's Edge Trail - Radio Tower Road to Bridge #5 Paving

Project Description (Provide summary details of only the project scope that is the subject of the funding request. Do not provide details of completed or future phases of a larger project.)

Pave 1.78 miles of the Iowa River's Edge Trail from Radio Tower Road to a former public road beyond bridge #5 of the trail.

If this project includes construction of a trail, what is the length of the trail in miles?: 1.78

If this project includes land acquisition, how many acres?: 0

Will this project be open to the public?: ☒ Yes ☐ No

Do you intend to charge a fee to users?: ☐ Yes ☒ No If yes, how much will the fee be and how will the revenue be used?

Estimated Project Costs

Provide summary details of only the project scope that is the subject of the funding request. Do not provide details of completed or future phases of a larger project.

Right of Way Acquisition Cost: \$0.00

Preliminary Design/Engineering Cost: \$94,000.00

Utility Relocation Cost: \$0.00

Construction Engineering Cost: \$131,000.00

Construction Cost: \$1,175,000.00

Other (please specify) _____

Total Cost \$1,400,000.00

SRT Program Funding Request: \$500,000.00

Applicant Match (25 percent minimum): \$900,000.00

	Applicant Match Source	Amount	Assured or Anticipated	Date Anticipated
1.	Federal Rec Trail Funding	\$300,000.00	Assured	January 01, 2021
2.	Region 6 TAP Funding	\$250,000.00	Assured	March 05, 2022
3.	City of Marshalltown	\$350,000.00	Assured	June 01, 2022

Are any state funds involved in this project? ☐ Yes ☒ No

If yes, please explain the source and conditions.

Are any other federal funds involved in this project? ☒ Yes ☐ No

If yes, please explain the source and conditions.

\$300,000 of Federal Recreational Trail Funds were awarded to this project with the 10/01/2020 application round.

Estimated Project Development Schedule

Design	Start date <u>November 01, 2022</u>	Completion date <u>May 31, 2023</u>
Land acquisition	Start date _____	Completion date _____
Construction	Start date <u>August 01, 2023</u>	Completion date <u>June 30, 2024</u>

Has any part of this project been started? ☐ Yes ☒ No

If yes, please explain.

Documentation and Narrative Information

The following documents and narratives must be submitted with this application. In the upper right corner of each document or narrative write the corresponding letter shown below.

☒ A. A narrative **PROJECT DESCRIPTION**. Provide a clear description of the concept of the proposed project that is no more than 1 page in length. Include such information as project termini, existing site conditions, trail length, number/acreage of parcels to be acquired, general construction activities planned, etc. Remember to provide summary details of only the project scope that is the subject of the funding request. Do not provide details of completed or future phases of a project.

☒ B. Narrative responses to the **PROGRAM SCORING CRITERIA**. Please address each of the items below. Include the question in bold as listed below before each response. Limit the total length of all eight (8) responses to five (5) pages. Again, please remember to provide summary details of only the project scope that is the subject of the funding request. Do not provide details of completed or future phases of a project in these responses.

1. **Define the need for the project in terms of the population to be served and existing trails in the area. (25 points)** Provide information to address why the project is needed. For example, does the project complete an extension of an existing trail to a destination, fill a gap of a key trail segment, provide access to an unserved area or population, etc.?
2. **Describe the compatibility with local, area-wide, regional or statewide plans. (15 points)** Discuss whether the project is included in and/or consistent with local, area, regional, or statewide trail, recreation, or transportation plans.
3. **Describe the benefits of multiple uses and recreational opportunities. (20 points)** Address how the trail may be used by multiple user groups such as pedestrians, bikers, motorized uses, etc. particularly if this trail will address an un-met need in the area for any particular user groups.
4. **Define the quality of the site. (25 points)** Discuss any safety, environmental, or design considerations or issues and how your project will address these challenges. Keep in mind ALL projects will be expected to meet state and federal requirements including ADA compliance. See Chapter 12 of the Iowa DOT Design Manual <https://iowadot.gov/design/design-manual> for assistance on designing pedestrian and bicycle facilities.
5. **Describe the economic benefits to the local area. (10 points)** Discuss how the project will assist the economic conditions of the area by increasing the quality of life, retaining businesses/residents, attracting business/residents, attracting day tourists, and overnight visitors.
6. **Describe any special facilities for disabled users. (5 points)** The project will be required to be ADA compliant. Beyond ADA compliance, are there any additional features that will provide improved access points or parking for disabled users?
7. **Project "shovel readiness." (25 points)** Awarded projects will be expected to be complete within two (2) years. Discuss how this schedule will be met such as steps already completed, funds fully secured, experience completing similar projects on-schedule, etc.
8. **Local funding for the project. (5 points)** Funding sources were identified on page 2 of the application form. Points are awarded for requesting LESS than the maximum request of 75% of total project costs and demonstrating that all project funds (less the request) needed to complete the project are secured. Please discuss any additional information related to the availability of non-SRT funds.

- ☒ C. A **DETAILED MAP** identifying the location of the project. The project scope should be clear and the map may also include other important information referred to in the narrative such as important transportation linkages, clearly marked completed or future project phases, etc. More than one map may be submitted if the scope of the project is such that the desired detail is not feasible to be included on just one map. If the map is unclear, incomplete, or reviewers can't understand the map, your application will likely not score well. **Limit map sizes to no larger than 8.5-by-11-inches.**
- ☒ D. A **SKETCH PLAN** of the project, including cross section for bicycle or pedestrian facilities. If the cross section of your facility varies across the project (width, number of lanes, etc.) include a cross section for each situation and identify its location. (Required for construction projects only.)
- ☒ E. **DIGITAL PHOTOGRAPHS (limit to five)** that will help to explain the existing site conditions of the proposed facility. It is not necessary to include photographs of all aspects or the entire route of a project. Photos submitted should be representative of the project as a whole or should support any particularly compelling or complex description included in the narrative provided in item A above.
- ☒ F. An **ITEMIZED BREAKDOWN** of the total project costs. This documentation does not need to be a detailed, line-item type estimate or formal engineer's opinion of probable cost. However, it must accomplish two objectives: 1) it must show the method by which the cost estimate was prepared; and 2) it must enable a reviewer to determine if the cost estimate is reasonable. The manner in which these objectives are achieved may vary widely depending on the type, scope, and complexity of the project. Absent a fully itemized list of costs, some general guidelines for possible methods of estimating each type of project cost are provided on Attachment A.
- ☒ G. An estimated **TIME SCHEDULE** for the total project development. Projects will be required to be completed within two years of funds being awarded to the project. Upon award and execution of a project funding agreement, projects that fail to make satisfactory progress may be terminated by the Iowa Department of Transportation.
- ☒ H. An **OFFICIAL ENDORSEMENT** of the project from the authority to be responsible for the project's maintenance and operation. The authority must provide written assurance it will adequately maintain the completed project for its intended public use following project completion. For most construction projects, this will be a minimum of 20 years. The endorsement must also acknowledge the intent of the authority to provide the match funds required for the project. For cities, counties, or other political subdivisions, this should be in the form of a fully executed resolution by the elected body or board, as applicable.
- ☒ J. A **NARRATIVE** discussing the public input process that was followed and the extent to which adjacent property owners and others have been informed of the proposed project and an assessment of their acceptance. As part of this narrative, also describe local and regional planning efforts related to the project, including whether it is listed in a long-range plan. Also include discussion of any partnerships among local organizations and stakeholders that this project may help to facilitate or how these entities or individuals have contributed to the development of the project concept or have committed financial or other support to the project.
- ☒ K. A **LETTER OF SUPPORT** from the Iowa DOT's district office if the project will include construction within Iowa DOT right of way.
- ☒ L. A completed **MINORITY IMPACT STATEMENT**.

The award of State Recreational Trails program funds; any subsequent funding or letting of contracts for design, construction, reconstruction, improvement, or maintenance; or the furnishing of materials for this project shall not involve direct or indirect interest, prohibited by Iowa Code 314.2, 362.5, or 331.342, of any state, county, or city official, elective or appointive. Any award of funding or any letting of a contract in violation of the foregoing provisions shall invalidate the award of funding and authorize a complete recovery of any funds previously disbursed.

Certification

To the best of my knowledge and belief, all information included in this application is true and accurate, including the commitment of all physical and financial resources. This application has been duly authorized by the participating local authority. I understand that the attached **official endorsement(s)** binds the participating authority to assume responsibility for adequate maintenance of any new or improved facilities.

I understand that, although this information is sufficient to secure a commitment of funds, an executed contract between the applicant and the Iowa DOT is required prior to the authorization of funds.

Representing the City of Marshalltown

Signature	Typed Name and Title

Minority Impact Statement

Pursuant to 2008 Iowa Acts, HF 2393, Iowa Code 8.11, all grant applications submitted to the State of Iowa that are due beginning Jan. 1, 2009, shall include a Minority Impact Statement. This is the state's mechanism for requiring grant applications to consider the potential impact of the grant project's proposed programs or policies on minority groups.

Please choose the statement(s) that pertains to this grant application. Complete all the information requested for the chosen statement(s). Submit additional pages as necessary.

- ☒ The proposed grant project programs or policies could have a disproportionate or unique **positive** impact on minority persons.

Describe the positive impact expected from this project.

There are many non-white families in the area that regularly use local trail systems. The project will provide an excellent opportunity for safe outdoor recreation, transportation, and an opportunity to improve physical and mental health.

Indicate which groups are impacted.

- ☒ Women ☒ Persons with a disability ☒ Blacks ☒ Latinos ☒ Asians
☐ Pacific Islanders ☐ American Indians ☐ Alaskan Native Americans ☐ Other _____

- ☐ The proposed grant project programs or policies could have a disproportionate or unique **negative** impact on minority persons.

Describe the negative impact expected from this project.

Present the rationale for the existence of the proposed program or policy.

Provide evidence of consultation with representatives of the minority groups impacted.

Indicate which groups are impacted.

☐ Women ☐ Persons with a disability ☐ Blacks ☐ Latinos ☐ Asians
☐ Pacific Islanders ☐ American Indians ☐ Alaskan Native Americans ☐ Other _____

☐ The proposed grant project programs or policies are **not expected to have** a disproportionate or unique impact on minority persons.

Present the rationale for determining no impact.

I hereby certify that the information on this form is complete and accurate, to the best of my knowledge.

Name Joel Greer

Title Mayor of Marshalltown

Definitions

"Minority Persons," as defined in Iowa Code 8.11, means individuals who are women, persons with a disability, Blacks, Latinos, Asians or Pacific Islanders, American Indians, and Alaskan Native Americans.

"Disability," as defined in Iowa Code 15.102, subsection 7, paragraph "b," subparagraph (1):

b. As used in this subsection:

(1) "*Disability*" means, with respect to an individual, a physical or mental impairment that substantially limits one or more of the major life activities of the individual, a record of physical or mental impairment that substantially limits one or more of the major life activities of the individual, or being regarded as an individual with a physical or mental impairment that substantially limits one or more of the major life activities of the individual.

"*Disability*" does not include any of the following:

- (a) Homosexuality or bisexuality.
- (b) Transvestism, transsexualism, pedophilia, exhibitionism, voyeurism, gender identity disorders not resulting from physical impairments or other sexual behavior disorders.
- (c) Compulsive gambling, kleptomania, or pyromania.
- (d) Psychoactive substance abuse disorders resulting from current illegal use of drugs.

"State Agency," as defined in Iowa Code 8.11, means a department, board, bureau, commission, or other agency or authority of the State of Iowa.

REQUEST FOR IOWA STATE RECREATIONAL TRAILS (SRT) FUNDS

ATTACHMENT A

Itemized breakdown of total project costs guidelines.

Construction costs

These may be based on historical averages for entire projects of similar size and scope. Examples include:

- Typical cost per mile of trail (e.g., \$XXX,XXX per mile for moderate terrain and limited number of structures).
- Typical cost per square foot of bridge deck.
- Typical cost per square foot of new or renovated building space.
- Typical cost per lineal foot of sidewalk.

Design/Inspection costs

These may be estimated based on the following typical percentages of construction costs, such as:

- 8 to 10 percent for preliminary up through final design and letting activities.
- 12 to 15 percent for construction inspection activities.

Right of way acquisition costs

These may be estimated based on:

- Impact and description of impact.
- Typical cost per square foot for permanent right of way.
- Typical cost per square foot for temporary easements.

Utility and railroad costs

These may be estimated based on:

- Impact and description of impact.
- Typical cost per linear foot of relocated or reconstructed facility (i.e., track, pipe, electrical lines).
- Typical cost per installation (i.e., railroad switches, utility poles, transformers, control boxes).

Indirect costs

If indirect costs are involved (e.g., wages):

- Estimated hours.
- Estimated hourly rate, salary.
- Estimated fringe, direct.
- Other direct cost estimate.
- Other indirect cost estimate.

MINUTES TO SET DATE FOR
HEARINGS ON PROPOSALS TO ENTER
INTO LOAN AGREEMENTS

Marshalltown, Iowa

422742-45

June 13, 2022

The City Council of the City of Marshalltown, Iowa, met on June 13, 2022, at 5:30 p.m., at the City Council Chambers, 10 West State Street, Marshalltown, Iowa.

The Mayor presided and the roll was called showing the following members of the City Council present and absent:

Present: _____

Absent: _____.

Council Member _____ introduced the resolution hereinafter next set out and moved its adoption, seconded by Council Member _____; and after due consideration thereof by the City Council, the Mayor put the question upon the adoption of the said resolution and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the resolution duly adopted as hereinafter set out.

• • • •

At the conclusion of the meeting and upon motion and vote, the City Council adjourned.

Mayor

Attest:

City Clerk

RESOLUTION NO. 2022-155

Resolution setting the date for public hearings and additional action on proposals to enter into General Obligation Loan Agreements and to borrow money thereunder

WHEREAS, the City of Marshalltown (the “City”), in Marshall County, State of Iowa, pursuant to the provisions of Section 384.24A of the Code of Iowa, proposes to enter into a loan agreement (the “Essential Purpose Loan Agreement”) and to borrow money thereunder in a principal amount not to exceed \$540,000 for the purpose of paying the costs, to that extent, of constructing street, water system, sanitary sewer system, storm water drainage and sidewalk improvements (the “Essential Purpose Projects”), and it is necessary to fix a date of meeting of the City Council at which it is proposed to take action to enter into the Essential Purpose Loan Agreement and to give notice thereof as required by such law; and

WHEREAS, the City also proposes to enter into a loan agreement (the “General Purpose Loan Agreement” and, together with the Essential Purpose Loan Agreement, the “Loan Agreements”) and to borrow money thereunder in a principal amount not to exceed \$540,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the costs, to that extent, of (1) acquiring and installing a generator for police and fire facilities; and (2) undertaking ventilation system repairs for police and fire facilities (the “General Purpose Project” and, together with the Essential Purpose Projects, the “Projects”), and it is now necessary to fix a date of meeting of the City Council at which it is proposed to take action to enter into the General Purpose Loan Agreement and to give notice thereof as required by such law, including notice of the right to petition for an election on such proposal pursuant to the provisions of Section 384.26 of the Code of Iowa; and

WHEREAS, following additional action on the Loan Agreements, the City intends to use its borrowing authority thereunder to repurpose unspent proceeds from its prior General Obligation Municipal Building Bonds, Series 2017 and General Obligation Corporate Purpose Bonds, Series 2021 for the funding of the Projects;

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

Section 1. This City Council shall meet on June 27, 2022, at the City Council Chambers, 10 West State Street, Marshalltown, Iowa, at 5:30 p.m., at which time and place hearings will be held and proceedings will be instituted and action taken to enter into the Loan Agreements described in the preamble hereof.

Section 2. The City Clerk is hereby directed to give notice of the proposed action on the Essential Purpose Loan Agreement setting forth the amount and purpose thereof, the time when and place where the said meeting will be held by publication at least once, not less than four (4) and not more than twenty (20) days before the date of said meeting, in a legal newspaper which has a general circulation in the City. The notice shall be in substantially the following form:

NOTICE OF PROPOSED ACTION TO INSTITUTE PROCEEDINGS TO
ENTER INTO A LOAN AGREEMENT AND TO BORROW MONEY
THEREUNDER IN A PRINCIPAL AMOUNT NOT TO EXCEED \$540,000

(GENERAL OBLIGATION)

The City Council of the City of Marshalltown, Iowa (the “City”), will meet on June 27, 2022, at the City Council Chambers, 10 West State Street, Marshalltown, Iowa, at 5:30 p.m., for the purpose of instituting proceedings and taking action on a proposal to enter into a loan agreement (the “Loan Agreement”) and to borrow money thereunder in a principal amount not to exceed \$540,000 for the purpose of paying the costs, to that extent, of constructing street, water system, sanitary sewer system, storm water drainage and sidewalk improvements.

The Loan Agreement is proposed to be entered into pursuant to authority contained in Section 384.24A of the Code of Iowa and will constitute a general obligation of the City.

At that time and place, oral or written objections may be filed or made to the proposal to enter into the Loan Agreement. After receiving objections, the City may determine to enter into the Loan Agreement, in which case, the decision will be final unless appealed to the District Court within fifteen (15) days thereafter.

By order of the City Council of the City of Marshalltown, Iowa.

Alicia Hunter
City Clerk

Section 3. The City Clerk is hereby directed to give notice of the proposed action on the General Purpose Loan Agreement setting forth the amount and purpose thereof, the time when and place where the said meeting will be held by publication at least once, not less than ten (10) and not more than twenty (20) days before the date of said meeting, in a legal newspaper which has a general circulation in the City. The notice shall be in substantially the following form:

NOTICE OF PROPOSED ACTION TO INSTITUTE PROCEEDINGS TO
ENTER INTO A LOAN AGREEMENT AND TO BORROW MONEY
THEREUNDER IN A PRINCIPAL AMOUNT NOT TO EXCEED \$540,000

(GENERAL OBLIGATION)

The City Council of the City of Marshalltown, Iowa (the “City”), will meet on June 27, 2022, at the City Council Chambers, 10 West State Street, Marshalltown, Iowa, at 5:30 p.m., for the purpose of instituting proceedings and taking action on a proposal to enter into a loan agreement (the “Loan Agreement”) and to borrow money thereunder in a principal amount not to exceed \$540,000 for the purpose of paying the costs, to that extent, of (1) acquiring and installing a generator for police and fire facilities; and (2) undertaking ventilation system repairs for police and fire facilities.

The Loan Agreement is proposed to be entered into pursuant to authority contained in Section 384.24A of the Code of Iowa and will constitute a general obligation of the City.

The maximum rate of interest which may be payable under the Loan Agreement is 7% per annum.

At any time before the date fixed for taking action to enter into the Loan Agreement, a petition may be filed with the City Clerk of the City asking that the question of entering into the Loan Agreement be submitted to the registered voters of the City, pursuant to the provisions of Section 384.26 of the Code of Iowa. If no such petition is filed, at the aforementioned time and place, oral or written objections may be filed or made to the proposal to enter into the Loan Agreement. After receiving objections, the City may determine to enter into the Loan Agreement, in which case, the decision will be final unless appealed to the District Court within fifteen (15) days thereafter.

By order of the City Council of the City of Marshalltown, Iowa.

Alicia Hunter
City Clerk

Section 4. Pursuant to Section 1.150-2 of the Income Tax Regulations (the “Regulations”) of the Internal Revenue Service, the City declares (a) that it intends to undertake the Projects which are reasonably estimated to cost approximately \$1,080,000, (b) that other than (i) expenditures to be paid or reimbursed from sources other than the issuance of bonds, notes or other obligations (the “Bonds”), or (ii) expenditures made no earlier than 60 days prior to the date of this Resolution or a previous intent resolution of the City, or (iii) expenditures amounting to the lesser of \$100,000 or 5% of the proceeds of the Bonds, or (iv) expenditures constituting preliminary expenditures as defined in Section 1.150-2(f)(2) of the Regulations, no expenditures for the Projects have heretofore been made by the City and no expenditures will be made by the City until after the date of this Resolution or a prior intent resolution of the City, and (c) that the City reasonably expects to reimburse the expenditures made for costs of the City out of the proceeds of the Bonds. This declaration is a declaration of official intent adopted pursuant to Section 1.150-2 of the Regulations.

Section 5. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved June 13, 2022.

Mayor

Attest:

City Clerk

ATTESTATION CERTIFICATE

STATE OF IOWA
MARSHALL COUNTY SS:
CITY OF MARSHALLTOWN

I, the undersigned, City Clerk of the City of Marshalltown, do hereby certify that attached hereto is a true and correct copy of the proceedings of the City Council relating to fixing a date for additional action on the City's proposals to enter into certain loan agreements, as referred to therein.

WITNESS MY HAND this _____ day of _____, 2022.

City Clerk

ORGANIZATION CERTIFICATE

STATE OF IOWA
MARSHALL COUNTY SS:
CITY OF MARSHALLTOWN

I, the undersigned City Clerk, do hereby certify that the City of Marshalltown is organized and operating under the provisions of Title IX of the Code of Iowa and not under any special charter and that the City is operating under the Mayor-Council form of government and that there is not pending or threatened any question or litigation whatsoever touching the incorporation of the City, the inclusion of any territory within its limits or the incumbency in office of any of the officials hereinafter named.

And I do further certify that the following named parties are officials of the City as indicated:

_____, Mayor
_____, City Administrator
_____, City Clerk
_____, Finance Director
_____, Council Member/Mayor Pro Tem
_____, Council Member
_____, Council Member
_____, Council Member
_____, Council Member
_____, Council Member
_____, Council Member

WITNESS MY HAND this _____ day of _____, 2022.

City Clerk

PUBLICATION CERTIFICATE

(PLEASE NOTE: Do not date and return this certificate until you have received the publisher's affidavits and have verified that the notices were published on the dates indicated in the affidavits but please return all other completed pages to us as soon as they are available.)

STATE OF IOWA
MARSHALL COUNTY SS:
CITY OF MARSHALLTOWN

I, the undersigned, City Clerk of the City of Marshalltown, do hereby certify that pursuant to the resolution of the City Council fixing a date of meeting at which it is proposed to take action to enter into certain loan agreements, the notices, of which the printed slips attached to the publisher's affidavits hereto attached are true and complete copies, were published on the dates and in the newspaper specified in such affidavits, which newspaper has a general circulation in the City.

WITNESS MY HAND this _____ day of _____, 2022.

City Clerk

(Attach here the publisher's original affidavits with clippings of the notices, as published.)

June 8, 2022

Via Email

Alicia Hunter
City Clerk/City Hall
Marshalltown, Iowa

Re: General Obligation Loan Agreements (Repurposing)
Our File No. 422742-45

Dear Alicia:

We have prepared and attach proceedings to be used at the June 13, 2022 City Council meeting to enable the City Council to set June 27, 2022 as the date for the hearings on the General Obligation Loan Agreements (the “Loan Agreements”). After the hearings, the City will have authority to repurpose prior bond proceeds in lieu of borrowing additional money. The documents attached include the following items:

1. Resolution fixing the date, time and place of the meeting at which it is proposed to hold the hearings and take action to enter into the Loan Agreements.

The forms of notice of hearing are set out in Sections 2 and 3 of the resolution. Please print extra copies for delivery to the publisher. Please insert the time and place of the hearings in both the resolution and the notices.

2. Attestation Certificate with respect to the validity of the transcript.

3. Organization Certificate.

4. Publication Certificate with respect to publication of the notices, to which must be attached the publisher’s affidavits of publication with the clippings of the notices as published.

The notice of hearing on the Essential Purpose Loan Agreement must be published at least once, not less than **four (4) and not more than twenty (20) days** before the June 27, 2022 meeting date set for the hearing, in a legal newspaper which has a general circulation in Marshalltown. **The last date on which this notice can be effectively published is June 23, 2022.**

The notice of hearing on the General Purpose Loan Agreement must be published at least once, not less than **ten (10) and not more than twenty (20) days** before the June 27, 2022 meeting date set for the hearing, in a legal newspaper which has a general circulation in Marshalltown. **The last date on which this notice can be effectively published is June 17, 2022.**

Page 2

Please scan and email a copy of the published notices to lemke.susan@dorsey.com as soon as each appears in the newspaper.

As soon as possible after the City Council meeting, please return one fully executed copy of these proceedings.

If you have any questions, please contact Erin Regan, Cheryl Ritter or me.

Best regards,

John P. Danos

Attachments

cc: Diana Steiner
Jessica Kinser
Speer Financial, Inc.

MARSHALLTOWN

I O W A

Joel Greer, Mayor
Jessica Kinser, Administrator
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5701
Fax - (641) 754-5717

TO: Mayor Greer and City Council
FROM: Diana Steiner, Finance Director
DATE: 6/2/2022
RE: 2017 & 2021 GO Bond Change in Uses

Policy Issue:

☐ Goal 1: Expand and improve development	☒ Goal 3: Continually improve the City's organization & services
☐ Goal 2: Enhance Marshalltown's public image	☐ Goal 4: Partner with others to improve quality of life

Specific Objective/Action: Objective 5: Maintain a financially healthy organization

Recommendation: Staff recommends setting public hearing dates as proposed

Budget Impact: Up to \$540,000 of costs originally allocated to be spent from the 2021 bond, will be redirected to be spent out of the 2017 bond and vice-versa.

Description/Background:

There are two categories of general obligation bonds that the City uses. One is a general corporate purpose which is for public buildings, airports, swimming pools, etc. The second is essential corporate purpose which is for streets, sidewalks, storm water, etc.

When the 2017 bonds were issued for the Police/Fire building, they were categorized as general corporate purpose. Therefore, the remaining funds of approximately \$540,000 cannot be used for essential purposes unless action is taken by Council, which includes a regular public hearing. An arbitrage computation is required to be done by the end of September on the 2017 bond since the bond issuance has been 5 years ago. If funds are not spent by then, additional computations will be needed, which is a direct cost the City has to pay. Having unspent funds could draw more attention for an audit from the IRS as well.

Staff recommend setting a public hearing date at the June 13th Council meeting for the hearing on June 27th to use up to \$540,000 of the 2017 bond for essential corporate purposes. If Council approves, staff would use costs already incurred or will be incurred this summer budgeted for the 2021 bond and apply it against the 2017 bond funds.

This action will then free up \$540,000 of the 2021 bond funds. From the discussion at the May 24th meeting, Council directed staff to set a reverse referendum hearing to use these funds towards outstanding Police/Fire building issues still remaining (ie. generator, ventilation issues, etc.).

CITY COUNCIL

Al Hoop, Gabriel Isom, Barry Kell, Mike Ladehoff,
Jeff Schneider, Gary Thompson, Dex Walker



Normally a general corporate purpose would require a city election, but since it is less than \$700,000 (the limit for a city our size), it can be challenged through a reverse referendum. Citizens can present a petition at any time ahead of the public hearing meeting but it would need to be signed by eligible electors of the city equal in number to 10% of the persons who voted in the last preceding regular city election. If a petition is received and valid the City has two options: (1) Abandon changing the bond's usage from essential to general corporate purpose or (2) hold a special election. If no petition is received with enough valid names, the City Council may proceed with changing the purpose.

In summary, the Council needs to set two public hearings:

Public Hearing #1 - 2017 Bond

- decrease building (general purpose)
- increase streets (essential purpose)

Public Hearing #2 – 2021 Bond

- increase building (general purpose)
- decrease streets (essential purpose)

CITY COUNCIL

Al Hoop, Gabriel Isom, Barry Kell, Mike Ladehoff,
Jeff Schneider, Gary Thompson, Dex Walker



MINUTES TO SET DATE FOR HEARING
ON ENTERING INTO A LOAN AND
DISBURSEMENT AGREEMENT

422742-49 (N/I)

Marshalltown, Iowa

June 13, 2022

The City Council of the City of Marshalltown, Iowa, met on June 13, 2022, at 5:30 pm, at the City Council Chambers, 10 West State Street, Marshalltown, Iowa.

The Mayor presided and the roll was called showing the following members of the Council present and absent:

Present: _____

Absent: _____.

Council Member _____ introduced the resolution hereinafter next 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 the said resolution and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

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

RESOLUTION NO. _____

Resolution to fix a date for a public hearing on proposal to enter into a Sewer Revenue Loan and Disbursement Agreement and to borrow money thereunder in a principal amount not to exceed \$13,125,000

WHEREAS, the City of Marshalltown (the “City”), in Marshall County, State of Iowa, did heretofore establish a Municipal Sanitary Sewer System (the “Utility”) in and for the City which has continuously supplied sanitary sewer service in and to the City and its inhabitants since its establishment; and

WHEREAS, the management and control of the Utility are vested in the City Council (the “Council”) and no board of trustees exists for this purpose; and

WHEREAS, pursuant to a prior resolution of the Council, the City has heretofore issued its \$3,700,000 Sewer Revenue Bonds, Series 2013, dated June 18, 2013 (the “Series 2013 Bonds”), a portion of which remain outstanding; and

WHEREAS, pursuant to a prior resolution of the Council, the City has heretofore issued its \$5,065,000 Sewer Revenue Refunding Bond, Series 2020, dated January 8, 2020 (the “Series 2020 Bond”), a portion of which remains outstanding; and

WHEREAS, pursuant to a prior resolution of the Council, the City has heretofore issued its \$4,335,000 Sewer Revenue Refunding Bonds, Series 2021, dated April 1, 2021 (the “Series 2021 Bonds”), a portion of which remain outstanding; and

WHEREAS, pursuant to a prior resolution of the Council, the City has heretofore issued its \$3,646,000 Sewer Revenue Improvement and Refunding Bond, SRF Series 2021A, dated September 24, 2021 (the “Series 2021A Bond”), a portion of which remains outstanding; and

WHEREAS, pursuant to the resolutions (the “Outstanding Bond Resolutions”) authorizing the issuance of the Series 2013 Bonds, the Series 2020 Bond, the Series 2021 Bonds and the Series 2021A Bond (hereinafter collectively referred to as the “Outstanding Bonds”), the City reserved the right to issue additional obligations payable from the net revenues of the Utility and ranking on a parity with the Outstanding Bonds under the terms and conditions set forth in the Outstanding Bond Resolutions; and

WHEREAS, the City now proposes to enter into a Sewer Revenue Loan and Disbursement Agreement (the “Agreement”) and to borrow money thereunder in a principal amount not to exceed \$13,125,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the cost, to that extent, of planning, designing and constructing improvements and extensions to the Utility (the “Project”), and it is necessary to fix a date of meeting of the City Council at which it is proposed to take action to enter into the Agreement and to give notice thereof as required by such law;

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

Section 1. This City Council shall meet on June 27, 2022, at 5:30 p.m., at the City Council Chambers, 10 West State Street, in the City, at which time and place a hearing will be held and proceedings will be instituted and action taken to enter into the Agreement.

Section 2. The City Clerk is hereby directed to give notice of the proposed action on the Agreement setting forth the amount and purpose thereof, the time when and place where the said meeting will be held, by publication at least once, not less than four (4) and not more than twenty (20) days before the meeting, in a legal newspaper which has a general circulation in the City. The notice shall be in substantially the following form:

NOTICE OF PROPOSED ACTION TO INSTITUTE
PROCEEDINGS TO ENTER INTO A LOAN AND DISBURSEMENT AGREEMENT
IN A PRINCIPAL AMOUNT NOT TO EXCEED \$13,125,000

(SEWER REVENUE)

The City Council of the City of Marshalltown, Iowa, will meet on June 27, 2022, at 5:30 pm., at the City Council Chambers, 10 West State Street, in the City, for the purpose of instituting proceedings and taking action to enter into a loan and disbursement agreement (the “Agreement”) and to borrow money thereunder in a principal amount not to exceed \$13,125,000, for the purpose of paying the cost, to that extent, of planning, designing and constructing improvements and extensions to the Municipal Sanitary Sewer System (the “Utility”) of the City.

The Agreement will not constitute a general obligation of the City, nor will it be payable in any manner by taxation but, together with the City’s outstanding Sewer Revenue Bonds, Series 2013, dated June 18, 2013; Sewer Revenue Refunding Bond, Series 2020, dated January 8, 2020; Sewer Revenue Refunding Bonds, Series 2021, dated April 1, 2021; Sewer Revenue Improvement and Refunding Bond, SRF Series 2021A, dated September 24, 2021; and any additional obligations of the City as may be hereafter issued and outstanding from time to time ranking on a parity therewith, will be payable solely and only from the Net Revenues of the Utility.

At the aforementioned time and place, oral or written objections may be filed or made to the proposal to enter into the Agreement. After receiving objections, the City may determine to enter into the Agreement, in which case, the decision will be final unless appealed to the District Court within fifteen (15) days thereafter.

By order of the City Council of the City of Marshalltown, Iowa.

Alicia Hunter
City Clerk

Section 3. Pursuant to Section 1.150-2 of the Income Tax Regulations (the “Regulations”) of the Internal Revenue Service, the City declares (a) that it intends to undertake the Project which is reasonably estimated to cost approximately \$13,125,000, (b) that other than (i) expenditures to be paid or reimbursed from sources other than the issuance of bonds, notes or other obligations (the “Bonds”), or (ii) expenditures made not earlier than 60 days prior to the date of this Resolution or a previous intent resolution of the City, or (iii) expenditures amounting to the lesser of \$100,000 or 5% of the proceeds of the Bonds, or (iv) expenditures constituting preliminary expenditures as defined in Section 1.150-2(f)(2) of the Regulations, no expenditures for the Project have heretofore been made by the City and no expenditures will be made by the City until after the date of this Resolution or a prior intent resolution of the City, and (c) that the City reasonably expects to reimburse the expenditures made for costs of the City out of the proceeds of the Bonds. This declaration is a declaration of official intent adopted pursuant to Section 1.150-2 of the Regulations.

Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved this June 13, 2022.

Mayor

Attest:

City Clerk

• • • •

On motion and vote, the meeting adjourned.

Mayor

Attest:

City Clerk

ATTESTATION CERTIFICATE:

STATE OF IOWA
COUNTY OF MARSHALL
CITY OF MARSHALLTOWN

SS:

I, the undersigned, City Clerk of the aforementioned City, do hereby certify that attached hereto is a true and correct copy of the proceedings of the City Council relating to fixing a date for hearing on the City Council's proposal to take action in connection with a Sewer Revenue Loan and Disbursement Agreement.

WITNESS MY HAND this ____ day of _____, 2022.

City Clerk

ORGANIZATION AND ESTABLISHMENT CERTIFICATE:

STATE OF IOWA

COUNTY OF MARSHALL

CITY OF MARSHALLTOWN

SS:

I, the undersigned City Clerk, do hereby certify that the City of Marshalltown is organized and operating under the provisions of Title IX of the Code of Iowa and not under any special charter and that such City is operating under the Mayor-Council form of government and that there is not pending or threatened any question or litigation whatsoever touching the incorporation of the City, the inclusion of any territory within its limits or the incumbency in office of any of the officials hereinafter named.

And I do further certify that the following named parties are officials of the City as indicated:

_____	Mayor
_____	City Administrator
_____	City Clerk
_____	City Treasurer
_____	Finance Director
_____	Council Member/Mayor Pro Tem
_____	Council Member
_____	Council Member
_____	Council Member
_____	Council Member
_____	Council Member
_____	Council Member

I further certify that the City established the Municipal Sanitary Sewer System (the "Utility") and that the Utility has been in continuous operation by the City since its establishment as aforesaid in supplying sanitary sewer service to the City and its inhabitants.

I further certify that the management and control of the Utility are vested in the City Council of the City, and that no board of trustees exists which has any part of the control and management of such Utility.

WITNESS MY HAND this ____ day of _____, 2022.

City Clerk

OUTSTANDING DEBT CERTIFICATE:

STATE OF IOWA

COUNTY OF MARSHALL

CITY OF MARSHALLTOWN

SS:

I, the undersigned, City Clerk of the City of Marshalltown, Iowa (the “City”), do hereby certify that the City has no bonds or other obligations of any kind now outstanding which are secured by and payable from the revenues derived from the operation of the Municipal Sanitary Sewer System (the “Utility”), except as follows:

Date	Type	Principal Amount Outstanding	Maturity
06-18-2013	Sewer Revenue	\$_____	06-01-2028
01-08-2020	Sewer Revenue	\$_____	06-01-2029
04-01-2021	Sewer Revenue	\$_____	06-01-2028
09-24-2021	Sewer Revenue	\$_____	06-01-2040

(Attach here a separate sheet listing any other outstanding obligations of the City secured by and payable from the revenues of the Utility excluding the proposed issue, if any.)

WITNESS MY HAND this ____ day of _____, 2022.

City Clerk

PUBLICATION CERTIFICATE:

(PLEASE NOTE: Please do not date and return this certificate until you have received the publisher's affidavit and have verified that the notice was published on the date indicated in the affidavit, but please return all other completed pages to us as soon as they are available.)

STATE OF IOWA
COUNTY OF MARSHALL
CITY OF MARSHALLTOWN

SS:

I, the undersigned, City Clerk of the aforementioned City, do hereby certify that pursuant to the resolution of its City Council fixing a date of meeting at which it is proposed to take action to enter into a loan and disbursement agreement, the notice, of which the printed slip attached to the publisher's affidavit hereto attached is a true and complete copy, was published on the date and in the newspaper specified in such affidavit, which newspaper has a general circulation in the City.

WITNESS MY HAND this ____ day of _____, 2022.

City Clerk

(Attach here the publisher's original affidavit with clipping of the notice, as published.)

June 6, 2022

VIA EMAIL

Alicia Hunter
City Clerk/City Hall
Marshalltown, Iowa

Re: \$3,790,000 SRF Water Resource Restoration Project
File No. 422742-49

Dear Alicia:

We have prepared and attach proceedings for the June 13, 2022 City Council meeting to enable the Council to set June 27, 2022 as the date for a hearing on the proposal to enter into the SRF Sewer Revenue Loan and Disbursement Agreement (the "Agreement").

The documents attached include the following items:

1. Resolution fixing the date of meeting at which it is proposed to take action to enter into the Agreement. The form of notice is set out in Section 2 of the resolution. Please print an extra copy for delivery to the newspaper. Please insert the time and place of the hearing in both the resolution and the notice.
2. Attestation Certificate with respect to the validity of the transcript.
3. Organization and Establishment Certificate.
4. Outstanding Debt Certificate with respect to the outstanding debt of the Sewer Utility.
5. Publication Certificate with respect to publication of the notice, to which must be attached the publisher's affidavit of publication with a clipping of the notice as published.

The notice must be published at least once, not less than four (4) and not more than twenty (20) days before the meeting date set for the hearing, in a legal newspaper which has a general circulation in Marshalltown. The last date on which this notice can be effectively published is June 23, 2022.

As soon as the notice appears in the newspaper, please have a copy emailed to lemke.susan@dorsey.com or faxed to our office at (515) 283-1060.

Please return one fully executed copy of all completed pages to us as soon as they are available.

Please call Emily Hammond, Lauren Baker or me if you have questions.

Best regards,

John P. Danos

Attachments

cc: Diana Steiner
Jessica Kinser
Brian DeMoss
Tracy Scebold
Tony Toigo
Lee Wagner
Maggie Burger

MARSHALLTOWN

I O W A

Joel Greer, Mayor
Jessica Kinser, Administrator
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5701
Fax - (641) 754-5717

TO: Mayor Greer and City Council
FROM: Diana Steiner, Finance Director
DATE: 6/2/2022
RE: SRF Loan Proceedings

Policy Issue:

☐ Goal 1: Expand and improve development	☒ Goal 3: Continually improve the City's organization & services
☐ Goal 2: Enhance Marshalltown's public image	☐ Goal 4: Partner with others to improve quality of life

Specific Objective/Action: Objective 2: Develop comprehensive plans for City infrastructure

Recommendation: Staff recommends setting public hearing date for June 27th for the Sewer Revenue State Revolving Fund (SRF) loan.

Budget Impact: Allows borrowing up to \$13,125,000 for the Water Pollution Control Headworks & Digester Project and the Sanitary Sewer CIPP projects

Description/Background: During the budget process, the Headworks and Digester Project and CIPP project (which was just bid and awarded) were identified to be funded with a loan from the State Revolving Fund (SRF). The SRF loan program tends to be lower interest rates than if the City bonded directly for the funds. Also, the City has qualified for \$1.3 million in Sponsored Project funds as part of this borrowing, which will help support costs of a water quality improvement project. The 1st Street parking lot was partially funded with Sponsored Project funds from a prior borrowing.

We are no longer able to have SRF loans taxable, so this borrowing and our regular bonding later this fall will all be tax-exempt but not bank qualified (BQ) since the overall borrowings for the calendar year will exceed \$10 million, which means that it will not be as attractive to as it will not result in tax breaks provided if bank qualified. Assuming Council approval of the loan following the public hearing, the City can then start drawing down funds to cover project costs.

CITY COUNCIL

Al Hoop, Gabriel Isom, Barry Kell, Mike Ladehoff,
Jeff Schneider, Gary Thompson, Dex Walker



**RESOLUTION APPROVING CONTRACT CHANGE ORDER #1 FOR THE
EDGEWOOD EXTENSION PROJECT #STR19003, AN INCREASE OF \$9,675.00**

WHEREAS, the City of Marshalltown, Iowa, has heretofore entered into a contract with Con-Struct, for the labor and material for the Edgewood Extension Project #STR19003; and

WHEREAS, an increase is requested for items to complete the project.

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

Section 1. That the contract Change Order #1 for the Edgewood Extension Project, in the increased amount of \$9,675.00 is hereby accepted and approved.

Passed this 13th day of June 2022, and signed this _____ day of June, 2022.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

MARSHALLTOWN

IOWA

Joel Greer, Mayor
Jessica Kinser, Administrator
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5701
Fax - (641) 754-5717

TO: Mayor Greer and City Council
FROM: Heather Thomas, Public Works Director
DATE: June 13, 2022
RE: Edgewood Street Extension (STR 19-003)_Change Order #1

Policy Issue: Policy allows City Staff to approve this Change Order as it is less than \$25,000; however, City Staff wish to update Council on project funding. Therefore, we are requesting approval.

☒ Goal 1: Expand and improve development	☐ Goal 3: Continually improve the City's organization & services
☐ Goal 2: Enhance Marshalltown's public image	☐ Goal 4: Partner with others to improve quality of life

Specific Objective/Action: Objective 2 - Support and Promote Commercial and Industrial Development - Construct the Edgewood / North 8th Avenue Extension

Recommendation: Staff recommends Change Order #1 in the amount of an increase of \$9,675.00.

Budget Impact: This project has funds in the current project construction budget as outlined below:

Construction Costs:

Change Order #1	\$	9,675.00	
Construction Base	\$	6,088,627.50	Con-Struct, Inc.
	\$	6,098,302.50	TOTAL

Funding Sources

Iowa DOT RISE Grant	\$	1,640,342.00	
US EDA Grant	\$	2,956,829.00	shown less admin \$
ARPA	\$	600,000.00	
MWW (Relocation Expenses)	\$	236,146.00	estimated
MWW (Main Upsize Contribution)	\$	60,000.00	estimated
LOST-Capital Projects (construction)	\$	689,030.00	
	\$	6,182,347.00	TOTAL

Description/Background: Iowa DNR finished their review in order to issue a water main construction permit. Due to a leaking underground storage tank, a plume was identified and Iowa DNR will require the water main material to switch from PVC to Ductile Iron for approximately 175 feet. In addition, review of the sanitary sewer allowed the elevation to be raised which resulted in less expensive sanitary sewer structures.

Attachments: Change Order

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CITY COUNCIL

Al Hoop, Gabriel Isom, Barry Kell, Mike Ladehoff,
Jeff Schneider, Gary Thompson, Dex Walker





Bolton & Menk

Change Order Details

Marshalltown - Edgewood Extension

Description

Prime Contractor CON-STRUCT, INC.

Change Order 1

Status Pending

Date Created 06/02/2022

Summary Change Order #1

Change Order Description Sanitary Sewer and Water Main
Changing 175 LF of PVC Water Main to Ductile Iron Water Main due to possible Leaking underground storage tank to the south on JBS's property based on the IOWA DNR plume maps. Raising Sanitary sewer approximately 3 higher than the original plans. By raising sanitary sewer we are still able to provide adequate depth on sewer and reduce structure costs for shallower structures.

Awarded Project Amount \$6,088,627.50

Authorized Project Amount \$6,088,627.50

Change Order Amount \$9,675.00

Revised Project Amount \$6,098,302.50

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 1 - Description									
0033	5010-108-A-1	LF	\$85.000	3,245.000	\$275,825.00	-175.000	-\$14,875.00	3,070.000	\$260,950.00
WATERMAIN, TRENCHED, PVC DR14, 12 INCH									
Reason: Change from DR14 to Ductile iron due to DNR Comments and possible LUST Plume									
0047	6010-108-A-0	EA	\$4,800.000	1.000	\$4,800.00	-1.000	-\$4,800.00	0.000	\$0.00
SANITARY MANHOLE, SW-303, 48 INCH									
Reason: Removing manhole to establish new unit price for change in sanitary sewer elevation									
0048	6010-108-A-0	EA	\$5,500.000	7.000	\$38,500.00	-7.000	-\$38,500.00	0.000	\$0.00
SANITARY MANHOLE, SW-301, 48 INCH									
Reason: Removing manhole to establish new unit price for change in sanitary sewer elevation									
3 items			Totals		\$319,125.00		-\$58,175.00		\$260,950.00

New Items

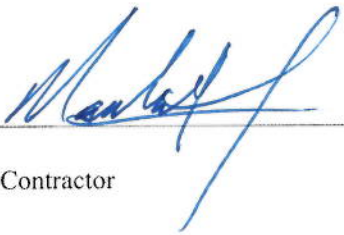
Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 1 - Description					

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
8001	5010-108-A-1	LF	175.000	\$150.000	\$26,250.00
Water Main, Trenched: Ductile Iron Pipe, 12"					
Reason: Changing from DR14 to DIP with Nitrile Baskets due to DNR comments and possible plume from LUST site					
8002	6010-108-A-0	EACH	7.000	\$5,300.000	\$37,100.00
SANITARY MANHOLE: SW-301					
Reason: Establishing new unit price for change in sanitary sewer elevation					
8003	6010-108-A-0	EACH	1.000	\$4,500.000	\$4,500.00
SANITARY MANHOLE: SW-303					
Reason: Establishing new unit price for change in sanitary sewer elevation					
3 items					Total: \$67,850.00

Attachments

Document	Name	Description	Submission Date
Chane_Order_1_-_Plan_Sheet_Changes.pdf	Chane Order 1 - Plan Sheet Changes.pdf		06/02/2022 10:18 AM EDT
1 attachment			

Signatures

Agreed -  Date: 6/7/22
Contractor

Recommended - Gregory Brownard Date: 6/7/2022
Project Engineer

Approved - _____ Date: _____
City

**RESOLUTION APPROVING ENGINEER'S STATEMENT OF
COMPLETION AND ACCEPTING WRH, INC FINAL CLARIFIER
PROJECT, BEING PROJECT NO. WPC20001**

WHEREAS, the City of Marshalltown, Iowa has heretofore entered into a contract for labor and material for the Final Clarifier Project; and

WHEREAS, said project has been completed by WRH, Inc., pursuant to the plans and specifications all as is set forth in the Engineer's Statement of Completion covering said project.

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

Section 1. That the labor and material for the Final Clarifier Project, being project No. WPC20001, is hereby accepted pursuant to the Engineer's Statement of Completion and the City Clerk is hereby authorized and directed to do all things necessary to complete the contract with WRH, Inc., including the payment of the items called for in said contract and Statement of Completion.

Passed this 13th day of June, 2022 and signed this _____day of June, 2022.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

MARSHALLTOWN

— I O W A —

Joel Greer, Mayor
Jessica Kinser, Administrator
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5701
Fax - (641) 754-5717

TO: Mayor Greer and City Council
FROM: Heather Thomas, Public Works Director
DATE: June 9, 2022
RE: Final Clarifier Project (WPC 20-001) - Completion

Policy Issue: Project Documents require acceptance of project completion.

☐ Goal 1: Expand and improve development	☒ Goal 3: Continually improve the City's organization & services
☐ Goal 2: Enhance Marshalltown's public image	☐ Goal 4: Partner with others to improve quality of life

Specific Objective/Action: Develop comprehensive plans for City infrastructure and improvements – Implementation Phase

Recommendation: City Staff recommend acceptance of Engineer's Statement of Completion for the Final Clarifier Rehabilitation project, WPC 20-001.

Budget Impact: None

Description/Background: The Final Clarifier Rehabilitation project finalized completion on May 13, 2022. The original contract price was \$1,064,000.00 with final construction costs of \$1,047,021.34.

Construction Engineering was provided by FoxStrand who are recommending acceptance of the project and confirm the Contractor, WRH, Inc has fulfilled their contract. They furthermore do not recommend assessing liquidated damages, as the Contractor made reasonable progress and completed site restoration reasonably as soon as the weather allowed this Spring.

Attachments: Engineer's Statement of Completion

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CITY COUNCIL

Al Hoop, Gabriel Isom, Barry Kell, Mike Ladehoff,
Jeff Schneider, Gary Thompson, Dex Walker



Engineer's Statement of Completion

Project: Final Clarifier Rehabilitation	Date of Contract: March 23, 2021
Owner: City of Marshalltown	Owner's Contract No.: WPC20001
Engineer: FOX Strand	Engineer's Project No.: 2407-20E
Contractor: WRH, Inc.	

I hereby state that the construction of **Final Clarifier Rehabilitation** by a Contract dated **March 23, 2021**, has been satisfactorily completed in general compliance with the terms, conditions, and stipulations of said Contract.

The work was completed on **May 13, 2022**. The Contract completion date is **March 31, 2022**.

I further state that the total amount due to the Contractor for the fulfillment of said Contract is **\$1,047,021.34**. The derivation of this total amount is tabulated on the attached sheet.

Ninety-five percent (95%) of the total amount due to the Contractor should be paid after the acceptance of the construction by resolution of the City Council with Pay Application No. 10 for **\$4,750.00**. The remaining five percent (5%) shall then be paid no sooner than thirty (30) days following formal acceptance of the construction by the City Council provided that no unpaid claims exist in connection with this Contract with Pay Application No. 11 for **\$52,351.07**. The Contractor will receive interest on any unpaid balance at the maximum legal rate from and after thirty (30) days following acceptance of the project by the City Council.

Signed:

FOX Strand

By: Taylor Stopper

Iowa Registration No.: P22211

Date: June 3, 2022

FOX Strand PN: 2407-20E/7034.019

Accepted by:

Owner: _____

Resolution: _____

Date: _____

Signed: _____

Title: _____

Attest: _____

Distribution:

Engineer

Contractor

Owner

IDNR

Summary Derivation of Final Contract Amount
Final Clarifier Rehabilitation - Marshalltown WPCP
Marshalltown, Iowa
FOX PN 2407-20E.640

Calculation of Final Contract Amount

Original Contract Amount	\$	1,064,000.00
Change Order 1	\$	81,295.34
Change Order 2	\$	1,277.65
Change Order 3	\$	(90,941.04)
Change Order 4	\$	(8,610.61)
Final Contract Amount	\$	1,047,021.34

Final Amount Due

Final Contract amount	\$	1,047,021.34
Pay Request 1	\$	139,785.72
Pay Request 2	\$	164,129.29
Pay Request 3	\$	136,223.22
Pay Request 4	\$	159,431.72
Pay Request 5	\$	96,782.42
Pay Request 6	\$	53,608.83
Pay Request 7	\$	44,293.75
Pay Request 8	\$	137,124.71
Pay Request 9	\$	58,540.61
Pay Request 10	\$	4,750.00

Final Payment Due for Pay Request 11	\$	52,351.07
(Release of Retainage)		

**RESOLUTION ADOPTING THE COMMUNITY DEVELOPEMENT BLOCK GRANT
SUBRECIPIENT PROCUREMENT POLICIES AND PROCEDURES**

WHEREAS, the State of Iowa, in its administration of the Community Development Block Grant, updated the procurement standards for subrecipients of CDBG funding that are units of local government; and

WHEREAS, the updated policies and procedures must be acknowledged and adopted by each local government; and

WHEREAS the council finds that accepting this policy is in the best interest of the City of Marshalltown, Iowa.

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

Section 1. That as a recipient of Community Development Block Grant (CDBG) funds, the City of Marshalltown adopts the State of Iowa's CDBG Procurement Policies and Procedures and agrees to apply all policies and procedures to CDBG funded projects within the City of Marshalltown.

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

Passed this 13th day of June 2022, and signed this _____ day of June 2022.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

Community Development Block Grant Subrecipient Procurement Policies and Procedures

2 *CFR* 200.317 provides that subrecipients of a state that are administering federal funds will follow sections 200.318 (General procurement standards) through 200.326 (Contract provisions). However, 24 *CFR* 570.489(g), set out in full below, enables states that administer Community Development Block Grant funds to adopt procurement standards other than those set out in 2 *CFR* Part 200 for units of local government that are subrecipients of CDBG funds.

24 CFR 570.489 (g) Procurement: When procuring property or services to be paid for in whole or in part with CDBG funds, the State shall follow its procurement policies and procedures. The State shall establish requirements for procurement policies and procedures for units of general local government, based on full and open competition. Methods of procurement (e.g., small purchase, sealed bids/formal advertising, competitive proposals, and noncompetitive proposals) and their applicability shall be specified by the State. Cost plus a percentage of cost and percentage of construction costs methods of contracting shall not be used. The policies and procedures shall also include standards of conduct governing employees engaged in the award or administration of contracts. (Other conflicts of interest are covered by § 570.489(h).) The State shall ensure that all purchase orders and contracts include any clauses required by Federal statutes, Executive orders, and implementing regulations. The State shall make subrecipient and contractor determinations in accordance with the standards in 2 *CFR* 200.330.

The State of Iowa, in its administration of the CDBG, hereby establishes the following procurement standards for subrecipients of CDBG funding that are units of local government.

Procurement Standards

General (Replaces 2 *CFR* 200.318)

Subrecipients of the CDBG program must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

The subrecipient alone shall be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the subrecipient of any contractual responsibilities under its contracts.

Conflicts of interest in awarding contracts (Replaces 2 *CFR* 200.318)

The subrecipient must maintain written standards of conduct covering and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

If the subrecipient has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the subrecipient must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the subrecipient is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

IEDA may terminate contracts with any CDBG subrecipient that violates this policy and may require full repayment of funds issued to the subrecipient.

Best Cost (Replaces 2 CFR 200.318)

The subrecipient's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach. The subrecipient is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

Responsible Contractors (Replaces 2 CFR 200.318)

The subrecipient must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

Awards must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

The subrecipient must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following:

1. rationale for the method of procurement
2. selection of contract type
3. contractor selection or rejection
4. the basis for the contract price.

Competition (Replaces 2 CFR 200.319)

All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals shall be excluded from competing for such procurements. IEDA will consider requests for waivers of this provision. The subrecipient must make a sufficient showing that the number of contractors that provide the goods or services is insufficient that it is necessary to not exclude contractors that developed or drafted specifications, requirements, statements of work, or invitations for bids or requests for proposals.

Examples restrictions on competition include but are not limited to:

1. Placing unreasonable requirements on firms in order for them to qualify to do business;
2. Requiring unnecessary experience and excessive bonding;
3. Noncompetitive pricing practices between firms or between affiliated companies;
4. Noncompetitive contracts to consultants that are on retainer contracts;
5. Organizational conflicts of interest;
6. Specifying only a “brand name” product instead of allowing “an equivalent” product to be offered and describing the performance or other relevant requirements of the procurement; and
7. Any arbitrary action in the procurement process.

The subrecipient must conduct procurement in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal or State of Iowa law expressly mandates or encourages geographic preference. Nothing in this section preempts state licensing laws.

When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion, provided that an appropriate number of qualified firms remain, given the nature and size of the project, to compete for the contract.

The subrecipient must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

1. Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided. When it is impractical or not reasonably feasible to make a clear and accurate description of the technical requirements, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and
2. Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

Types of Procurement (Replaces 2 CFR 200.320-based on Iowa Code section 11.118)

1. **Small:** Estimated annual value does not exceed \$5,000 and does not exceed \$15,000 for multiyear contracts: For supplies and services only. The subrecipient does not need to solicit competitive quotations if the subrecipient considers the price to be reasonable. To the extent practicable, the subrecipient must distribute such procurement equitably among qualified suppliers.
2. **Simple:** Estimated annual value exceeds \$5,000 but less than \$50,000 per year and does not exceed \$150,000 for multiyear contracts: For non-engineering and

architectural services and supplies only. The subrecipient may use an informal competitive selection process to engage a service provider. Informal selection means price or rate quotations must be obtained from an adequate number of qualified sources. The subrecipient may contact the prospective service providers in person, by telephone, fax, email or letter. The subrecipient should solicit at least three prospective service providers. The sub recipient must justify, to IEDA's satisfaction, contacting fewer than three service providers. The justification shall be included in the contract file.

3. **Professional:** Estimated annual value exceeds \$50,000 per year and exceeds \$150,000 for multiyear contracts: For supplies and services and ALL engineering and architectural services, a subrecipient shall use a formal *competitive selection* process to procure the goods or services.

4. **Sealed bids:** (formal advertising): The sealed bid method is the preferred method for procuring construction. Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price. A complete, adequate, and realistic specification or purchase description will be developed before bidding.

The following requirements apply:

1. Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, and the invitation for bids must be publicly advertised (not required for nonprofit entities);
2. The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
3. All bids will be opened at the time and place prescribed in the invitation for bids, and the bids must be opened publicly;
4. The subrecipient shall enter into a firm fixed price contract award with the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
5. Any or all bids may be rejected if there is a sound documented reason.

Competitive Selection Process: The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when a sealed bidding process is not appropriate. If this method is used, the following requirements apply:

1. Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
2. Proposals must be solicited from an adequate number of qualified sources;
3. The subrecipient must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;
4. Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
5. The subrecipient may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

Noncompetitive proposals: Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

- (1) The item is available only from a single source. This type of procurement is referred to as sole-source procurement;
- (2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
- (3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or
- (4) After solicitation of a number of sources, competition is determined inadequate. This type of procurement is referred to as single-source procurement.

Responsible unit: IEDA project managers verified via monitoring and/or state auditor

Targeted Small Businesses – Minority, Disabled, and Woman Owned Businesses (Replaces 2 CFR 200.321)

The subrecipient must take all necessary affirmative steps to ensure that minority businesses, women's business enterprises, businesses owned by disabled persons, and labor surplus area firms are used when possible.

Affirmative steps must include:

- (1) Placing qualified small and minority businesses, small women's business enterprises, and small businesses owned by disabled persons on solicitation lists. Link to a directory of Targeted Small Businesses in Iowa: <https://iowaeda.microsoftcrmportals.com/tsb-search/>;

- (2) Ensuring that Targeted Small Businesses are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by Targeted Small Businesses;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by Targeted Small Businesses;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration, the Minority Business Development Agency of the Department of Commerce and the Iowa Economic Development Targeted Small Business Program <https://www.iowaeconomicdevelopment.com/tsb>; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Recycled Content and Products (Replaces 2 CFR 200.322)

When appropriate, specifications shall include requirements for the use of recovered materials and products.

The specifications shall not restrict the use of alternative materials, exclude recovered materials, or require performance standards that exclude products containing recovered materials unless the subrecipient seeking the product can document that the use of recovered materials will impede the intended use of the product.

Cost Analysis and Contract Price (Replaces 2 CFR 200.323)

The subrecipient must perform a cost or price analysis in connection with every procurement action in excess of the small, simple and professional acquisition thresholds, including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the subrecipient must make independent estimates before receiving bids or proposals.

The subrecipient must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the subrecipient under 2 CFR 200.402 - 406.

The cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be used.

Review of Procurement Documents and Procurement System (Replaces 2 CFR 200.324)

The subrecipient must make available upon request pre-procurement review; procurement documents, such as requests for proposals or invitations for bids; or independent cost estimates, when:

1. Requested by IEDA;
2. The procurement is expected to exceed the small, simple and professional acquisition thresholds and is to be awarded without competition or only one bid or offer is received in response to a solicitation;
3. The procurement, which is expected to exceed the small, simple and professional acquisition thresholds, specifies a “brand name” product;

IEDA Certification: The subrecipient may request that IEDA certify that its procurement system meets these standards.

Self-certification: The subrecipient may self-certify its procurement system. Such self-certification shall not limit IEDA’s right to review and survey the system. If a subrecipient self-certifies its procurement system, the IEDA may rely on written assurances from the subrecipient that it is complying with these standards. The subrecipient must cite specific policies, procedures, regulations, or standards as compliant with these requirements and make its system available for review.

Bonding (Replaces 2 CFR 200.325)

For construction or facility improvement contracts or subcontracts for public improvement projects and multi-family residential buildings, the minimum requirements shall be as follows:

- a. A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- b. A performance bond for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- c. A payment bond for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to ensure that the contractor will pay as required by law all persons supplying labor and material in the execution of the work provided for in the contract.

The subrecipient may petition IEDA to accept its bonding policy, provided that IEDA has made a determination that the Federal interest is adequately protected.

Recipients are expected to comply with all state requirements regarding bonding requirements for public improvement projects: <https://www.legis.iowa.gov/docs/code/2019/573.pdf>
Recipients should consult with their legal counsel to determine how state requirements may impact their CDBG project.

Contract Provisions (Replaces 2 CFR 200.326)

The subrecipient's contracts must contain the applicable provisions set out in Appendix II of the CDBG Management Guide

ACKNOWLEDGEMENT AND ADOPTION

As a recipient of Community Development Block Grant (CDBG) funds, the City of Marshalltown adopts the State of Iowa's CDBG Procurement Policies and Procedures and agrees to apply all policies and procedures to CDBG funded projects within the City of Marshalltown.

Adopted by the City of Marshalltown on _____ day of _____, 2022

Chief Elected Official:

Joel Greer, Mayor of Marshalltown

Name

Signature

RESOLUTION APPROVING A CONSENT TO ASSIGNMENT OF A DEVELOPMENT AGREEMENT FROM SIMMS COMPANY LLC TO PINNACLE BANK

WHEREAS, the City of Marshalltown approved a development agreement with Simms Company LLC on May 23, 2022, for funding for the creation of upper-story housing units at 26 East Main Street; and

WHEREAS, Simms Company LLC is requesting the City of Marshalltown consent to the assignment of said development agreement to Pinnacle Bank; and

WHEREAS, the May 23, 2022, development agreement states that the City shall not withhold consent of an assignment.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, hereby approves the assignment of the development agreement from Simms Company LLC to Pinnacle Bank, and the Mayor is authorized to execute the Agreement.

Passed this 13th day of June, 2022, and signed this _____ day of June, 2022.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

ASSIGNMENT OF DEVELOPMENT AGREEMENT

THIS ASSIGNMENT OF DEVELOPMENT AGREEMENT (this "Assignment") is made and entered into as of June 9 2022, by SIMMS COMPANY LLC, an Iowa limited liability company ("Assignor"), in favor of PINNACLE BANK ("Assignee").

RECITALS

A. Assignor entered into a Development Agreement with the City of Marshalltown, Iowa (the "City") on May 24, 2022 (the "Development Agreement"), which is attached hereto as Exhibit "A" and incorporated herein by reference.

B. The Development Agreement contemplates the renovation of the interior of a building into a commercial space as described in the grant application on certain real property as set forth in the Development Agreement, under certain terms set forth in the Development Agreement.

C. Assignor is required to obtain the consent of the City to assign the Development Agreement to Assignee.

D. Assignor desires to and assigns its rights and obligations under the Development Agreement to the Assignee and the Assignee desires to and accepts the rights and obligations of the Assignor under the Development Agreement under the terms and conditions as set forth below.

AGREEMENT

NOW, THEREFORE, for the sum of Ten Dollars and 00/100 (\$10.00), and for other good and valuable consideration, the receipt and sufficiency of which are by this Assignment acknowledged by the parties, Assignor and Assignee agree as follows:

1. **Assignment.** Assignor does hereby unconditionally transfer, collaterally assign, set over to, sell, deliver, and pledge any and all right, title and interest of Assignor in and to the Development Agreement, together with Assignor's rights and obligations thereunder to and for the benefit of the Assignee. The Assignee agrees to accept the rights and performance of the obligations under the Development Agreement. This Assignment is absolute and effective immediately.

2. **Irrevocable Assignment.** Assignor agrees that this Assignment is irrevocable, and Assignor will not, while this Assignment is in effect, take any action, which is inconsistent with this Assignment, or make any other assignment, designation or direction inconsistent with this Assignment, and any such assignment, designation or direction inconsistent with this Assignment shall be void.

3. **Assignor Representations.** Assignor represents and warrants that; (a) Assignor has not executed any prior assignment of any of its rights assigned by this Assignment; (b) Assignor has not done anything which might prevent Assignee from or limit Assignee in operating under any of the provisions of this Assignment; (c) there is no present default by any party to the Development Agreement; (d) the Development Agreement is in full force and effect, unmodified as of the date of this Assignment; and (e) the Development Agreement shall not be modified, amended or terminated without the prior written consent of the Assignee.

4. **Successors.** The terms, covenants and conditions contained herein shall inure to the benefit of, and bind the successors, assignees, personal representatives, heirs and legatees of all the respective parties hereto.

5. **Governing Law.** This Assignment and the rights and obligations of the parties thereto shall be construed under and in accordance with the laws of the State of Iowa.

6. **Counterparts.** For the purpose of facilitating the execution of this Assignment and for other purposes, this Assignment may be executed simultaneously in any number of counterparts, each of which counterparts shall be deemed an original, and such counterparts shall constitute but one and the same instrument. A signature of a party by facsimile or other electronic transmission (including a .pdf copy sent by e-mail) shall be deemed to constitute an original and fully effective signature of such party.

7. **Severability.** If any provision or provisions of this Assignment shall be unlawful, then such provision or provisions shall be null and void, but the remainder of the Assignment shall remain in full force and effect and be binding on the parties.

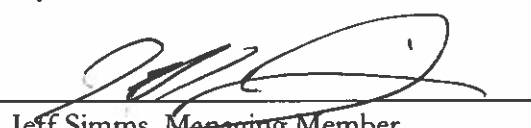
8. **Modifications.** No amendment or waiver of any provision of this Assignment shall in any event be effective unless it shall be in writing and signed by the party against whom enforcement of such amendment, waiver or consent is sought, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment on the date first written above.

ASSIGNOR:

SIMMS COMPANY LLC, an Iowa limited liability company

By: _____


Jeff Simms, Managing Member

ASSIGNEE:

PINNACLE BANK,

By: _____


Damon Morrisson, President

ACKNOWLEDGEMENT AND CONSENT OF CITY

The undersigned City referred to in the foregoing Assignment of Development Agreement (the "Assignment"), acknowledges and consents to the Assignment, and agrees that it will render all acts and performances required of it under the Development Agreement directly to Assignee or its nominee, as Assignee may direct.

The undersigned agrees to notify Assignee in writing in the event of any material and substantial breach by Assignor under the Development Agreement.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Acknowledgement and Consent this ____ day of _____, 2022

CITY:

(SEAL)

CITY OF MARSHALLTOWN IOWA

ATTEST/WITNESS:

By: _____

Name: _____

Title: _____

DEVELOPMENT AGREEMENT

19-CTBF-003

This Development Agreement ("Agreement") made this day 24th of May, 2022 by and between the CITY OF MARSHALLTOWN, IOWA ("City") and SIMMS COMPANY LLC ("Developer").

WHEREAS, the City submitted a grant application to the Iowa Economic Development Authority ("IEDA") for a Community Catalyst Building Remediation Grant for a proposed Project located at 26 EAST MAIN STREET to be completed at property owned by Developer; and

WHEREAS, the Grant request of \$250,000 was approved for this project by IEDA and accepted by the City upon the terms and conditions set out by IEDA; and

WHEREAS, the Developer, as owner of the property, accepts the grant upon the terms and conditions set out in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the Parties agree as follows:

1. **PROJECT.** "Project" means the activities and other obligations to be performed or accomplished by the City and the Developer as described in this Agreement, in the Scope of Work set out herein and, in the application, submitted through IowaGrants.gov.

2. **PROJECT COMPLETION PERIOD.** The "Project Completion Period" commences with the Date of approval by the City Council of this Agreement and ends with the Project Completion Date set out in the grant agreement with IEDA, April 11, 2023.

3. **COSTS TO BE REIMBURSED.** The costs to be reimbursed under this agreement are those costs that are directly related to the Project, as set out in Section 261-45.2 of Iowa Administrative Code. Those costs specifically do not include expenditures for furnishings, appliances, accounting services, legal services, loan origination and other financing costs, syndication fees and related costs, developer fees, or the costs associated with selling or renting dwelling units whether incurred before or after completion of the Project.

4. **PRIOR EXPENSES.** No expenditures made prior to the Date of Award Letter may be included as Project Costs.

5. **MAINTENANCE OF INSURANCE.** The Developer shall maintain the project property in good repair and condition, ordinary wear and tear excepted, and shall not suffer or commit waste or damage upon the project property. The Developer shall pay for and maintain insurance in an amount not less than the full insurable value of the project property. The Developer shall name the City and the IEDA as mortgagees and/or an additional loss payee(s). The Developer shall provide the City with a copy of each and every insurance policy in effect.

6. **SCOPE OF WORK.** The Project includes the renovation of the interior of the building into a commercial space as more specifically described in the Grant application.

7. **WORK RESPONSIBILITIES.** Subject to the terms of this Agreement, Developer will be solely responsible for completing all work on the Project. Neither party will be considered an agent of the other for purposes of this Project, and each will hold harmless and indemnify the other for any damages suffered by any person or entity as a result of its own or its agents' acts or failures to act in performance of its obligations under this Agreement.

8. **FINANCIAL OBLIGATION.** In addition to the Catalyst Grant, the City of Marshalltown is obligating \$100,000 of Council-designated Local Option Sales Tax towards the project.

9. **ASSIGNMENT OF AGREEMENT.** The Parties may not assign, transfer or convey in whole or in part this Agreement, without the consent of each Party. Consent shall not be unreasonably withheld.

10. **WRITING REQUIRED.** No change, modification, or termination of any of the terms, provisions or conditions of this Agreement shall be effective unless made in writing and signed by the Parties.

11. **PAYMENT PROCEDURES FOR GRANT FUNDS.** Payment under the Grant shall be made on a reimbursement basis. Requests for reimbursement shall be submitted at two points in the Project. The first request shall be made at the Project Mid-Point after costs directly related to the Project are equal or greater than 60% of the Grant funding. The final request for reimbursement shall be made within thirty (30) days of the Project Completion Date. Each request for reimbursement will include reports of the work completed, including photographs of the Project. Payments will be made to Developer within thirty (30) days of the receipt by the City of funds from the IEDA.

12. **MISCELLANEOUS.**

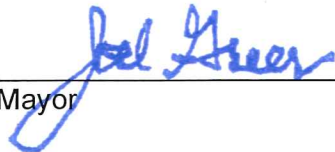
- a. Any publications or media releases related to the Project will contain the following. This Project is Sponsored in Part by the Iowa Economic Development Authority and the City of Marshalltown;
- b. The City's obligation to provide funds is contingent on funds being available to the City from the IEDA under the Community Catalyst Grant Program. Developer will hold the City harmless from any damage Developer sustains as a result of funds for the Project being unavailable through the Community Catalyst Grant Program;
- c. If the City's agreement with IEDA is modified in any way, this Agreement will be similarly modified, if necessary, to comply with or carry out the obligations of the IEDA agreement. Developer will hold the City harmless from any damage. Developer sustains as a result of modifications to the City's agreement with IEDA over which the City has no control.

13. **ENTIRE AGREEMENT.**

This Agreement contains the entire understanding between the City and the Developer with respect to the Project contained herein.

IN WITNESS WHEREOF the parties have executed this Agreement at Marshalltown, Marshall County, Iowa, the day and year first stated.

CITY OF MARSHALLTOWN

BY: 
Mayor

ATTEST: 
City Clerk

SIMMS COMPANY LLC

BY: 

**RESOLUTION APPOINTING LYNCH DALLAS P.C. AS CITY ATTORNEY FOR THE
CITY OF MARSHALLTOWN EFFECTIVE JULY 1, 2022 AND APPROVING A
CONTRACT FOR LEGAL SERVICES**

WHEREAS, the City of Marshalltown has appointed Roger Schoell in 2014 as City Attorney; and

WHEREAS, in 2017, the City of Marshalltown approved an agreement with Lynch Dallas, P.C. for supplemental attorney services; and

WHEREAS, Roger Schoell will be submitting a letter of resignation for June 30, 2022; and

WHEREAS, the City of Marshalltown desires to continue the relationship with Lynch Dallas P.C. to serve in the full capacity as City Attorney; and

WHEREAS, the City Administrator is recommending the appointment of Lynch Dallas P.C. as City Attorney, as required in City of Marshalltown Code of Ordinances section 31.030, and is requesting City Council approval of said appointment.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that Lynch Dallas P.C. is hereby appointed as City Attorney for the City of Marshalltown to begin on July 1, 2022 and the Mayor and City Clerk are directed to execute the Contract for Legal Services.

Passed this 13th day of June, 2022, and signed this _____ day of June, 2022.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

MARSHALLTOWN

I O W A

Joel Greer, Mayor
Jessica Kinser, Administrator
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5701
Fax - (641) 754-5717

TO: Mayor Greer and City Council
FROM: Jessica Kinser, City Administrator
DATE: June 3, 2022
RE: Contract with Lynch Dallas P.C.

Policy Issue: Council is required to approve appointments made by the City Administrator; Council is required to approve all contract exceedign \$44,999

☐ Goal 1: Expand and improve development	☒ Goal 3: Continually improve the City's organization & services
☐ Goal 2: Enhance Marshalltown's public image	☐ Goal 4: Partner with others to improve quality of life

Specific Objective/Action: Objective 4: Review existing City functions for efficiencies

Recommendation: To approve the resolution as proposed

Budget Impact: TBD, see below

Description/Background: Through the fiscal year 2023 budget process, the Council made a determination to reduce the City's spending on legal fees with Roger Schoell, who was appointed City Attorney in 2014. Since that time, Roger has submitted a letter of resignation with his last day as June 30, 2022.

The City Council authorized the use of Lynch Dallas P.C. for supplemental attorney services in 2017 to assist with local government-specific legal work and has continued to use them for planning and zoning, nuisance and dangerous building, and other areas as needed. Their contract does present an increase from their current rates, but this provides a tiered structure for associates and legal assistants at lower rates, who will perform frequent duties related to real estate and other matters not required of a shareholder.

Therefore, as provided for in 31.030 of the Code of Ordinances, I am requesting confirmation of the appointment of Lynch Dallas P.C. as City Attorney for the City of Marshalltown effective July 1, 2022.

A discussion item related to roles and responsibilities as provided for in the Council Manual is on the agenda for further discussion.

CITY COUNCIL

Al Hoop, Gabriel Isom, Barry Kell, Mike Ladehoff,
Jeff Schneider, Gary Thompson, Dex Walker



CONTRACT FOR LEGAL SERVICES

IT IS AGREED between the City of Marshalltown, Iowa ("City"), and Lynch Dallas, P.C. ("Attorneys"), as follows:

1. **LEGAL SERVICES.** Lynch Dallas, P.C. will serve as City Attorney and will provide legal services on an as-needed basis.

2. **EXPENSES.** In addition to payment for fees, the City shall reimburse Attorneys for reasonable expenses incurred on behalf of the City, including but not limited to computer-aided legal research, federal mileage rate for travel, cost of securing records or documents, photographs, hospital records, medical reports, medical examinations, filing fees, court costs, depositions, expert witness fees, and other reasonable expenses incurred by Attorneys for the City. In the case of very large expenses, the City may be required to pay said expenses directly or in advance. Any unpaid expense will be billed periodically by Attorneys and will be paid by City upon billing. Any unused expense money advanced to Attorneys by the City shall be refunded to the City.

Reimbursement of Expenses

Filing Fees	Actual Cost
Postage	Actual Cost
Mileage	Federal Rate (IRS)
Online Research (Westlaw®)	\$40.00/search (not to exceed one charge per research project)

3. **FEES.** The City shall pay Attorneys for fees at the following hourly rates:

Shareholders	\$165.00
Associates	\$150.00
Legal Assistants	\$100.00

The City shall be billed at one-half an attorney's usual hourly rate for travel time, plus reimbursement for mileage at the federal rate, as set forth above. Unless agreed, the City shall pay for only one attorney at meetings, or a combined fee and mileage equal to the rate of one attorney, regardless of whether one or more attorney is present.

4. **BILLING.** The City shall be billed monthly for fees and expenses incurred in the previous month. Attorneys shall bill in increments of .1 (one-tenth) of an hour, and each entry shall be separately accounted and described. It is the City's responsibility to ask questions if a bill requires clarification. Bills shall be paid within thirty (30) days of receipt.

5. **PLACE OF PAYMENT.** All sums due shall be paid at Attorneys' office, Lynch Dallas, P.C., P.O. Box 2457, 526 Second Avenue SE, Cedar Rapids, Iowa 52406-2457.

6. **COMMUNICATION.** Consistent with the City's desire to balance the efficient control of legal expenses with the need for the City's politically elected leaders to be kept aware of important developments, Attorneys shall use reasonable best efforts to ensure the City Administrator, Mayor, and the City Council are appropriately informed of ongoing matters and questions are answered promptly. The City's point of contact with the authority to authorize legal work and advice shall be the City Administrator unless or until additional authorization is provided by City Council.

7. **CONTINUING AGREEMENT; RATE ADJUSTMENT.** This agreement shall continue in full force and effect without action of the parties. Considering the ongoing nature of this agreement, it may be necessary for Attorneys to periodically adjust hourly rates and/or expenses to

account for changing market conditions. Attorneys shall submit hourly rate and/or expense adjustments to the City in writing on or before January 1st of the year during which the adjusted hourly rates and/or expenses will take effect, with such adjusted hourly rates and/or expenses to automatically take effect on July 1st of said year.

8. **TERMINATION.** This agreement may be terminated by either party at any time by providing ninety (90) days written notice to the other party.

9. **RECORDS.** At the City's request upon termination, any documents furnished by the City will be returned promptly upon receipt of payment for outstanding fees and charges. Attorneys' files, including attorney work product, pertaining to the above referenced representation will be retained by Attorneys. For various reasons, including the minimization of unnecessary storage expenses, Attorneys reserve the right to dispose of any documents or other material retained by Attorneys following termination of this engagement in accordance with applicable industry standards.

Dated the _____ day of _____ 2022.

CITY OF MARSHALLTOWN, IOWA

LYNCH DALLAS, P.C.

By: Joel Greer, Mayor

By: Steven C. Leidinger, Shareholder

Attest:

Alicia Hunter, City Clerk

APPOINTIVE OFFICERS

§ 31.030 OFFICERS ENUMERATED.

The following officers shall be appointed by the City Administrator with the approval of the City Council:

- (A) Director of Public Works/City Engineer;
- (B) Fire Chief;
- (C) Police Chief;
- (D) Parks and Recreation Director;
- (E) Human Resources Director;
- (F) City Clerk;
- (G) City Attorney;
- (H) Finance Director/City Treasurer; and
- (I) Housing and Community Development Director.

(2013 Code, § 2-34) (Ord. 14369, passed 1-13-1992; Ord. 14870, passed 3-10-2010)

§ 31.031 TERMS.

Appointment of officers shall be made by the City Administrator with the approval of the City Council; the appointment of officers shall be for an indefinite duration of time. Removal of an appointee from office shall be pursuant to I.C.A. § 372.15.

(2013 Code, § 2-35) (Ord. 14369, passed 1-13-1992; Ord. 14417, passed 3-22-1993)

§ 31.032 DUTIES.

The appointees under this subchapter shall perform such duties as required by law, statute, ordinance, position description and as directed by the City Administrator. The Mayor shall continue to be the chief executive officer of the city, without additional compensation, shall act as the City Administrator when the office is vacant and shall continue his or her other duties as set forth in the state code and this code of ordinances.

(2013 Code, § 2-36) (Ord. 14369, passed 1-13-1992; Ord. 14315, passed 4-9-1990)

RESOLUTION AWARDING THE BID FOR THE DEMOLITION OF 24 NORTH 1ST AVENUE TO LANSING BROTHERS CONSTRUCTION INC. FOR A COST OF \$58,150

WHEREAS, the City of Marshalltown acquired 24 North 1st Avenue through court-ordered title with the intentions of demolishing the property through the Dangerous and Dilapidated Building Program; and

WHEREAS, the City of Marshalltown solicited bids from qualified contractors, which resulted in two bids submitted for the scope of work, with Lansing Brothers Construction Co. Inc. being the lowest bidder at \$58,150:

Item No.	Item	Unit	Quantity	Lansing Brothers Construction, Luxemburg, Iowa		Con-Struct, Inc., Marshalltown, Iowa	
				Unit Price	Extended Price	Unit Price	Extended Price
Section 1 General Items							
1	Contractor's Demolition Plan	LS	1	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
2	Asbestos . Regulated Material Abatement	LS	1	\$3,000.00	\$3,000.00	\$4,000.00	\$4,000.00
3	Building Demolition, Site Backfill &	LS	1	\$25,000.00	\$25,000.00	\$100,000.00	\$100,000.00
4	Repair of Wall in Common	LS	1	\$5,000.00	\$5,000.00	\$35,000.00	\$35,000.00
5	Disconnect Sanitary Sewer Service	LS	1	\$1,500.00	\$1,500.00	\$8,000.00	\$8,000.00
6	Disconnect Water Service	LS	1	\$1,000.00	\$1,000.00	\$5,000.00	\$5,000.00
7	Exploratory Excavation	Hour	8	\$250.00	\$2,000.00	\$500.00	\$4,000.00
8	Remove & Replace 9" PCC Pavement	SQ. YD	70	\$50.00	\$3,500.00	\$175.00	\$12,250.00
9	Remove & Replace 6" PCC Pavement	SQ. FT	215	\$10.00	\$2,150.00	\$12.00	\$2,580.00
					\$58,150.00		\$185,830.00
TOTAL BID PRICE				\$ 58,150.00		\$ 185,830.00	

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, the low bid from Lansing Brothers Construction Co. Inc. is hereby accepted and the Mayor is authorized to execute a contract for the work; and

BE IT FURTHER RESOLVED, the cost of the contract shall be paid out of the Dangerous and Dilapidated Building Fund.

Passed this 13th day of June, 2022, and signed this _____ day of June, 2022.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

MARSHALLTOWN

I O W A

Joel Greer, Mayor
Jessica Kinser, Administrator
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5701
Fax - (641) 754-5717

TO: Mayor Greer and City Council
FROM: Jessica Kinser, City Administrator
DATE: June 9, 2022
RE: Demo Award -24 North 1st Ave.

Policy Issue: Council is required to approve all contracts exceeding \$44,999

☒ Goal 1: Expand and improve development	☐ Goal 3: Continually improve the City's organization & services
☒ Goal 2: Enhance Marshalltown's public image	☐ Goal 4: Partner with others to improve quality of life

Specific Objective/Action: Goal 1, Objective 1: Support the MCBF and development in Downtown;
Action: Complete City-owned demolitions in Downtown
Goal 2, Objective 1: Eliminate blight throughout the community

Recommendation: To approve the resolution as proposed

Budget Impact: \$58,150 from the D&D Fund (Engineer's Estimate was \$100,000)

Description/Background: The City acquired 24 North 1st Avenue as a 657A property through court-ordered title. The property was in a condition that allowed for asbestos abatement, opening up the field of potential bidders. Despite that, we still only had two bids, with Lansing Brothers Construction being significantly less than Construct. This is below budget and we recommend approval. There will also be a change order to remove the disconnection of the water, as that work has been completed. The work is to be complete by August 15th.

CITY COUNCIL

Al Hoop, Gabriel Isom, Barry Kell, Mike Ladehoff,
Jeff Schneider, Gary Thompson, Dex Walker



**RESOLUTION ORDERING CONSTRUCTION OF THE ELKS PARK IMPROVEMENT
PROJECT PRK21002, 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 Elks Park Improvement Project No. PRK21002, in the City of Marshalltown, Iowa, as is fully set forth in the plans and specifications for Project No PRK21002, 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 Elks Park Improvement Project in the City of Marshalltown, Iowa, which public improvement is fully and particularly described in the plans and specifications for Project No. PRK21002, 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 an Elks Park Improvement 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 June 27, 2022, 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 July 5, 2022. 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 July 11, 2022, 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 13th day of June 2022, and signed this _____ day of June, 2022.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

MARSHALLTOWN

I O W A

Joel Greer, Mayor
Jessica Kinser, Administrator
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5701
Fax - (641) 754-5717

TO: Mayor Greer and City Council
FROM: Geoff Hubbard, Parks & Recreation Director
DATE: June 7, 2022
RE: Elks Park Improvement Project (PRK21002)

Policy Issue: City purchasing policy requires the City to utilize competitive bidding procedures for horizontal projects estimated to cost more than \$139,000

☐ Goal 1: Expand and improve development	☐ Goal 3: Continually improve the City's organization & services
☒ Goal 2: Enhance Marshalltown's public image	☐ Goal 4: Partner with others to improve quality of life

Specific Objective/Action: Enhance Marshalltown's public image by updating and improving parks and amenities in the parks, specifically Elks Park

Recommendation: Staff recommends ordering construction and setting the public hearing.

Budget Impact: This project is planned to be funded through CIP Fund 030 and

Description/Background: The Parks & Recreation Master Plan calls for the improvements to all the parks with some of them needing to be addressed sooner than others. Elks Park was one of those parks needing to be addressed sooner, so funding was put into the CIP budget for FY22. A meeting was held in April 2021 with the neighbors of that park to gather input from them on the amenities they would like to see added or improved. The consensus called for replacing the younger age playground on the east side of the park, replacing the basketball court, leveling out the center of the park for better play and accessibility, new sidewalks for ADA accessibility, lighting and signage consistent with the City's sign plan.

With only \$110,000 available for the project we looked at other funding sources and worked with Region 6 Planning and applied for a Community Development Block Grant from the Iowa Economic Development Authority. We were able to secure \$61,200 in funding for the project that would pay for the sidewalks, sign, lighting, grading of the park, and adding some picnic tables for the shelter.

The basketball court and playground are being handled separately from the rest of this portion of the project.

The project costs are estimated at \$92,851 with \$61,200 coming from the CDBG grant and \$31,651 coming from the CIP Fund 30.

CITY COUNCIL

Al Hoop, Gabriel Isom, Barry Kell, Mike Ladehoff,
Jeff Schneider, Gary Thompson, Dex Walker



We recommend the following bid timeline:

- Ordering construction at the June 13, 2022 council meeting
- Public hearing at the June 27, 2022 council meeting
- Receiving/Opening bids at 10:00 AM, July 5, 2022
- Awarding Bid (contingent on CDBG grant requirements) at the July 11, 2022 council meeting

Project would have a substantial completion date of October 15, 2022

Attachments - Elks Park Plans, Official Notice of Hearing and Letting, Project Manual, Cost Estimate

CITY COUNCIL

Al Hoop, Gabriel Isom, Barry Kell, Mike Ladehoff,
Jeff Schneider, Gary Thompson, Dex Walker



PROJECT PRE-PLANNING WORKSHEET

DESCRIPTION	RESPONSIBLE	NOTES
PROJECT NAME	Elk's Park Grading and ADA Accessibility	
PROJECT NUMBER	PRK21-002	PROJECT TIMELINE:
ARCHITECT	City	First day to file plans with MBI plan room / Civil Plus Bid Notice 5/21/2022
ENGINEER	City	Receive Plans / Project Manual DEADLINE 6/8/2022
CITY STAFF NAME RESPONSIBLE FOR WORKING WITH ARCHITECT / ENGINEER TO GET DOCUMENTS	Jay Koch	RES TO ORDER CONSTRUCTION DUE IN WIP FILE 6/8/2022
RES ORDER CONSTRUCTION - DATE (REQUIRES PLANS AND MANUAL IN HAND, PDF FORMAT, BY CITY)	6/13/2022	First day to publish hearing notice for plans / specs with TR 6/7/2022
RES HRG PLANS SPECIFICATIONS	6/27/2022	RES PH FOR PLANS SPECS DUE IN WIP FILE 6/22/2022
PRECONSTRUCTION MEETING	None	Last day to file plans with MBI plan room / Civic Plus Bid Notice 6/22/2022
BIDS DUE : time 10:00	7/5/2022	Last day to publish hearing notice for plans / specs with TR 6/23/2022
RES AUTH AWARD / NEGOT CONTRACT (REQUIRES BID TAB IN HAND, PDF FORMAT, BY CITY)	7/11/2022	Preconstruction meeting None
ESTIMATED COMPLETION DATE	10/15/2022	Resolution to Approve Plans and Specifications 6/27/2022
RESOLUTION ORDERING CONSTRUCTION (no later than Friday am) - PDF FORMAT	6/8/2022	Bids Due 7/5/2022
ORDERING CONSTRUCTION (no later than Friday am) PDF FORMAT	6/8/2022	Bid Tab Due IN WIP FILE 7/6/2022
BID TAB BY (DEADLINE DATE)*no later than Friday am	7/6/2022 7/8/2022	RES AUTH AWARD / NEGOT CONTRACT DUE IN WIP FILE 7/6/2022
		Resolution to Award Contract and Authorize Mayor to Sign Documents 7/11/2022
		SALES TAX EXEMP CERT ISSUED AFTER SIGNED CONTRACT, BOND, INS, W-9 IS RECEIVED
		List of Subs provided to Clerk for Sales Tax Certificates
	NOT BEFORE NO LATER THAN	ESTIMATED COMPLETION DATE 10/15/2022
ROOM - NO MORE THAN 45 DAYS BEFORE /NO LESS THAN 13 DAYS BEFORE BIDS DUE - DATE RANGE:	5/21/2022 6/22/2022	REQUIRES PROJECT MANUAL AND PLANS PDF FORMAT
DAYS BEFORE /NO LESS THAN 13 DAYS BEFORE BIDS DUE - DATE RANGE:	5/21/2022 6/22/2022	RES CERTIFYING PROJECT COMPLETE DATE 11/14/2022

PROJECT PRE-PLANNING WORKSHEET

TR NPH PLANS /SPECS PUBLICATION DATE RANGE - 20/4

REQ **6/7/2022** **6/23/2022** 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

OFFICIAL NOTICE OF HEARING AND LETTING

CITY OF MARSHALLTOWN

MARSHALLTOWN, IOWA

ELK'S PARK GRADING AND ADA ACCESSIBILITY PROJECT NO. PRK21-002

NOTICE OF PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, PROPOSED FORM OF CONTRACT AND ESTIMATED COST FOR THE ELK'S PARK GRADING AND ADA ACCESSIBILITY 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 27th day of June 2022 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. PRK21-002, the ELK'S PARK GRADING AND ADA ACCESSIBILITY 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 5th day of July 2022 for the construction of the ELK'S PARK GRADING AND ADA ACCESSIBILITY as described in the plans and specifications for Project No. PRK21-002, 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 11th day of July 2022 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 ELK'S PARK GRADING AND ADA ACCESSIBILITY in Marshalltown, Iowa as shown in the plans and specifications for PROJECT NO. PRK21-002, the ELK'S PARK GRADING AND ADA ACCESSIBILITY.

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:

ESTIMATED PROJECT QUANTITIES				
Item No.		Bid Items	Bid Quantity	Unit
1	CDBG	Project Construction Sign	1	LS
2	2010, 1.08, C	Clearing and Grubbing	1	LS
3	2010, 1.08, D	Topsoil, Spread	453	CuYd
4	2010, 1.08, E	Excavation, Class 10, Roadway and Borrow	387	CuYd
5	2010, 1.08, G	Subgrade Preparation	96	SqYd
6	2010, 1.08, I	Subgrade Stabilization, TriAx 160	96	SqYd
7	2010, 1.08, J	Modified Subbase Stone	76.9	Ton
8	7010, 1.08, A	PCC Pavement 8"	80.9	SqYd
9	7010, 1.08, E	PCC Curb and Gutter (8")	40	LF
10	7030, 1.08, A	Sidewalk Removal	6.7	SqYd

ESTIMATED PROJECT QUANTITIES				
Item No.		Bid Items	Bid Quantity	Unit
11	7030, 1.08, E	PCC Sidewalk (6")	12.0	SqYd
12	7030, 1.08, E	PCC Sidewalk (5")	137.4	SqYd
13	7040, 1.08, H	Pavement Removal	80.9	SqYd
14	7040, 1.08, I	Curb and Gutter Removal	40	LF
15	8030, 1.08, A	Temporary Traffic Control	1	LS
16	9010, 1.08, B	Seeding, Fertilizing, and Mulching - Type 1	0.56	Acre
17	9040, 1.08, A, 1	Stormwater Pollution Prevention Plan (SWPPP)	1	LS
18	9040, 1.08, A, 2	SWPPP Management	1	LS
19	9040, 1.08, F, 1	Wattle, 8"	545	LF
20	9040, 1.08, F, 2	Wattle, Removal	545	LF
21	9040, 1.08, O, 1	Stabilized Construction Entrance	50	SY
22	11,010, 1.08, A	Construction Survey	1	LS
23	11,020 1.08, A	Mobilization	1	LS
24	11,050, 1.08, A	Concrete Washout	1	LS

All work is to be done in strict compliance with the Plans and Specifications for said PROJECT NO. PRK21-002, 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 plans, specifications and proposed contract documents will be charged, all of which will be refunded if the paper documents are returned in reusable condition within 14 days of the Award of Contract. If all paper documents are not returned in reusable condition and within 14 days, the deposit will be forfeited.

Pre-bid Conference

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

Instructions to Bidders.

A Bid must be accompanied by Bid security made payable to Owner in an amount of 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.

Funding of this project will utilize federal funding from the Community Development Block Grant (CDBG) Program, which involves certain goals regarding awarding of sub-agreements to small, minority and women-owned businesses, collectively known as Disadvantaged Business Enterprises (DBEs). Only work performed by certified DBEs can be counted toward the goals. In Iowa, DBEs must be certified through the Iowa Department of Transportation (IDOT). Information on certification requirements and a list of certified DBEs is on the IDOT website at http://www.iowadot.gov/contracts/contracts_eeoaa.htm. Bidders' DBE requirements for SRF projects include a) taking affirmative steps for DBE participation and b) documenting the efforts to utilize and resulting proposed utilization of certified DBEs.

This Project is subject to Federal Labor Standards Provisions including Davis-Bacon prevailing wage rates. "American Iron and Steel" requirements do NOT apply. See CDBG Special Provisions for additional information.

This Notice to Bidders is hereby published by authority of resolution duly adopted by the Council of the City of Marshalltown on the 13th day of June 2022.

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



Joel Greer, Mayor
Jessica Kinser, Administrator
Justin Nickel, Public Works
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5701
Fax - (641) 754-5717

ELK'S PARK GRADING AND ADA ACCESSIBILITY

PROJECT NO. PRK21-002

**PREPARED BY:
PUBLIC WORKS/ENGINEERING DEPARTMENT
CITY OF MARSHALLTOWN
24 N. CENTER STREET
MARSHALLTOWN, IOWA 50158**

	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: <u>Jay C. Koch</u> Date: <u>05/23/2022</u> Name: <u>Jay C. Koch, P. E.</u> Iowa Reg. No. <u>P25428</u> My license renewal date is December 31, 2022 Pages or sheets covered by this seal: <u>ALL</u>

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PART I – BIDDING AND CONTRACT DOCUMENTS

OFFICIAL NOTICE OF HEARING AND LETTING

CITY OF MARSHALLTOWN

MARSHALLTOWN, IOWA

ELK'S PARK GRADING AND ADA ACCESSIBILITY

PROJECT NO. PRK21-002

NOTICE OF PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, PROPOSED FORM OF CONTRACT AND ESTIMATED COST FOR THE ELK'S PARK GRADING AND ADA ACCESSIBILITY 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 27th day of June 2022 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. PRK21-002, the ELK'S PARK GRADING AND ADA ACCESSIBILITY 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 5th day of July 2022 for the construction of the ELK'S PARK GRADING AND ADA ACCESSIBILITY as described in the plans and specifications for Project No. PRK21-002, 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 11th day of July 2022 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 ELK'S PARK GRADING AND ADA ACCESSIBILITY in Marshalltown, Iowa as shown in the plans and specifications for PROJECT NO. PRK21-002, the ELK'S PARK GRADING AND ADA ACCESSIBILITY.

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:

ESTIMATED PROJECT QUANTITIES				
Item No.		Bid Items	Bid Quantity	Unit
1	CDBG	Project Construction Sign	1	LS
2	2010, 1.08, C	Clearing and Grubbing	1	LS
3	2010, 1.08, D	Topsoil, Spread	453	CuYd
4	2010, 1.08, E	Excavation, Class 10, Roadway and Borrow	387	CuYd
5	2010, 1.08, G	Subgrade Preparation	96	SqYd
6	2010, 1.08, I	Subgrade Stabilization, TriAx 160	96	SqYd
7	2010, 1.08, J	Modified Subbase Stone	76.9	Ton
8	7010, 1.08, A	PCC Pavement 8"	80.9	SqYd
9	7010, 1.08, E	PCC Curb and Gutter (8")	40	LF
10	7030, 1.08, A	Sidewalk Removal	6.7	SqYd

ESTIMATED PROJECT QUANTITIES				
Item No.		Bid Items	Bid Quantity	Unit
11	7030, 1.08, E	PCC Sidewalk (6")	12.0	SqYd
12	7030, 1.08, E	PCC Sidewalk (5")	137.4	SqYd
13	7040, 1.08, H	Pavement Removal	80.9	SqYd
14	7040, 1.08, I	Curb and Gutter Removal	40	LF
15	8030, 1.08, A	Temporary Traffic Control	1	LS
16	9010, 1.08, B	Seeding, Fertilizing, and Mulching - Type 1	0.56	Acre
17	9040, 1.08, A, 1	Stormwater Pollution Prevention Plan (SWPPP)	1	LS
18	9040, 1.08, A, 2	SWPPP Management	1	LS
19	9040, 1.08, F, 1	Wattle, 8"	545	LF
20	9040, 1.08, F, 2	Wattle, Removal	545	LF
21	9040, 1.08, O, 1	Stabilized Construction Entrance	50	SY
22	11,010, 1.08, A	Construction Survey	1	LS
23	11,020 1.08, A	Mobilization	1	LS
24	11,050, 1.08, A	Concrete Washout	1	LS

All work is to be done in strict compliance with the Plans and Specifications for said PROJECT NO. PRK21-002, 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 plans, specifications and proposed contract documents will be charged, all of which will be refunded if the paper documents are returned in reusable condition within 14 days of the Award of Contract. If all paper documents are not returned in reusable condition and within 14 days, the deposit will be forfeited.

Pre-bid Conference

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

Instructions to Bidders.

A Bid must be accompanied by Bid security made payable to Owner in an amount of 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.

Funding of this project will utilize federal funding from the Community Development Block Grant (CDBG) Program, which involves certain goals regarding awarding of sub-agreements to small, minority and women-owned businesses, collectively known as Disadvantaged Business Enterprises (DBEs). Only work performed by certified DBEs can be counted toward the goals. In Iowa, DBEs must be certified through the Iowa Department of Transportation (IDOT). Information on certification requirements and a list of certified DBEs is on the IDOT website at http://www.iowadot.gov/contracts/contracts_eeoaa.htm. Bidders' DBE requirements for SRF projects include a) taking affirmative steps for DBE participation and b) documenting the efforts to utilize and resulting proposed utilization of certified DBEs.

This Project is subject to Federal Labor Standards Provisions including Davis-Bacon prevailing wage rates. "American Iron and Steel" requirements do NOT apply. See CDBG Special Provisions for additional information.

This Notice to Bidders is hereby published by authority of resolution duly adopted by the Council of the City of Marshalltown on the 13th day of June 2022.

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

INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACT

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ARTICLE 1—DEFINED TERMS

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

A. *Issuing Office*—The office from which the Bidding Documents are to be issued, and which registers plan holders.

ARTICLE 2—BIDDING DOCUMENTS

2.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a list of the Contract Documents. It is Bidder’s responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.

2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.

2.03 Owner has established a Bidding Documents Website as indicated in the Advertisement or invitation to bid. Owner requires that Bidder register as a plan holder with the Issuing Office at such website, and obtain a complete set of the

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

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

- D. Electronic Documents that are available in native file format include:
 - 1. Plans in Microstation or Civil 3D formats.
- E. Release of such documents will be solely for the convenience of the Contractor. No such document is a Contract Document.
- F. Unless the Contract Documents explicitly identify that such information will be available to the Successful Bidder (Contractor), nothing herein will create an obligation on the part of the Owner or Engineer to provide or create such information, and the Contractor is not entitled to rely on the availability of such information in the preparation of its Bid or pricing of the Work. In all cases, the Contractor shall take appropriate measures to verify that any electronic/digital information provided in Electronic Documents is appropriate and adequate for the Contractor's specific purposes.
- G. In no case will the Contractor be entitled to additional compensation or time for completion due to any differences between the actual Contract

ARTICLE 3—PRE-BID CONFERENCE

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

ARTICLE 4—BID SECURITY

- 4.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of **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.

ARTICLE 5—SUBSTITUTE AND "OR EQUAL" ITEMS

- 5.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, and those "or-equal" or substitute or materials and equipment subsequently approved by Engineer prior to the submittal of Bids and identified by Addendum. No item of material or equipment will be considered by Engineer as an "or-equal" or substitute unless written request for approval has been submitted by Bidder and has been received by Engineer within 10 days of the issuance of the Advertisement for Bids or invitation to Bidders. Each such request must comply with the requirements of Paragraphs 7.05 and 7.06 of the General Conditions, and the review of the request will be governed by the principles in those paragraphs. The burden of proof of the merit of the proposed item is upon Bidder. Engineer's decision of approval or disapproval of a proposed item will be final. If Engineer approves any such proposed item, such approval will be set forth in an Addendum issued to all registered Bidders. Bidders cannot rely upon approvals made in any other manner.
- 5.02 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in

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

ARTICLE 6—PREPARATION OF BID

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

ARTICLE 7—OPENING OF BIDS

- 7.01 Bids will be opened and read aloud in the Colosseum Conference room at 10:00 AM July 7, 2022. Signs will be placed for directions to meeting room.

ARTICLE 8—BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 8.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.
- 8.02 Should there be any reason why the contract cannot be awarded within the period of time stated in the Bid Form, the time may be extended by mutual agreement between the Owner and the apparent successful Bidder.

ARTICLE 9—ENGINEER INFORMATION

- 9.01 The Engineering firm is: City of Marshalltown
- A. The Engineering firm’s contact person is: Jay C. Koch, P.E.
 - B. The firm’s address is:
 - 1. 24 N Center Street
 - 2. Marshalltown, IA 50158
 - 3. Phone (641) 754-5734
 - 4. Email: jkoch@marshalltown-ia.gov
 - 5.

BIDDING DOCUMENTS

BID FORM FOR CONSTRUCTION CONTRACT

ELK'S PARK GRADING AND ADA ACCESSIBILITY

PROJECT NO. PRK21-002

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

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

3.01 Unit Price Bids

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

Item No.	Reference	Description	Estimated Quantity	Unit	Bid Unit Price	Bid Amount
1	CDBG	Project Construction Sign	1	LS	\$	\$
2	2010, 1.08,C	Clearing an Grubbing	1	LS	\$	\$
3	2010, 1.08,D	Topsoil, Spread	453	CuYd	\$	\$
4	2010, 1.08,E	Excavation, Class 10, Roadway and Borrow	387	CuYd	\$	\$
5	2010, 1.08,G	Subgrade Preparation	96	SqYd	\$	\$
6	2010, 1.08,I	Subgrade Stabilization, TriAx 160	96	SqYd	\$	\$
7	2010, 1.08,J	Modified Subbase Stone	76.9	Ton	\$	\$

8	7010, 1.08,A	PCC Pavement 8"	80.9	SqYd	\$	\$
9	7010, 1.08,E	PCC Curb and Gutter (8")	40	LF	\$	\$
10	7030, 1.08,A	Sidewalk Removal	6.7	SqYd	\$	\$
11	7030, 1.08,E	PCC Sidewalk (6")	12.0	SqYd	\$	\$
12	7030, 1.08,E	PCC Sidewalk (5")	137.4	SqYd	\$	\$
13	7040, 1.08,H	Pavement Removal	80.9	SqYd	\$	\$
14	7040, 1.08,I	Curb and Gutter Removal	40	LF	\$	\$
15	8030, 1.08,A	Temporary Traffic Control	1	LS	\$	\$
16	9010, 1.08,B	Seeding, Fertilizing, and Mulching - Type 1	0.56	Acre	\$	\$
17	9040, 1.08,A,1	Stormwater Pollution Prevention Plan (SWPPP)	1	LS	\$	\$
18	9040, 1.08,A,2	SWPPP Management	1	LS	\$	\$
19	9040, 1.08,F,1	Wattle, 8"	545	LF	\$	\$
20	9040, 1.08,F,2	Wattle, Removal	545	LF	\$	\$
21	9040, 1.08,O,1	Stabilized Construction Entrance	50	SY	\$	\$
22	11,010, 1.08,A	Construction Survey	1	LS	\$	\$
23	11,020 1.08,A	Mobilization	1	LS	\$	\$
24	11,050, 1.08,A	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 on or before **October 15, 2022**, and will be completed and ready for final payment on or before **November 15, 2022**.

ARTICLE 5—LIQUIDATED DAMAGES

- 5.01 Substantial Completion: Contractor shall pay Owner **\$100.00** 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.
- 5.02 Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$100.00** for each day that expires after such time until the Work is completed and ready for final payment.
- 5.03 Liquidated damages for failing to timely attain Substantial Completion and Final Completion are not additive, and will not be imposed concurrently.
- 5.04 If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

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

- 6.01 Bid Acceptance Period
- A. This Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 6.02 Instructions to Bidders
- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.
- 6.03 Receipt of Addenda
- A. Bidder hereby acknowledges receipt of the following Addenda: **[Add rows as needed. Bidder is to complete table.]**

Addendum Number	Addendum Date

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

Bidder:

(typed or printed name of organization)

By:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(typed or printed)

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

Attest:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(typed or printed)

Address for giving notices:

Bidder's Contact:

Name:

(typed or printed)

Title:

(typed or printed)

Phone:

Email:

Address:

Bidder's Contractor License No.: (if

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>): ELK'S PARK GRADING AND ADA ACCESSIBILITY – PRK21-002 Bid Due Date: [Enter date bid is due]
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	Surety
By: _____ (<i>Full formal name of Bidder</i>)	By: _____ (<i>Full formal name of Surety (corporate seal)</i>)
Name _____ (<i>Signature</i>)	Name _____ (<i>Signature</i>) (<i>Attach Power of</i>)
Title: _____ (<i>Printed or typed</i>)	Title: _____ (<i>Printed or typed</i>)
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.

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.

CONTRACTOR'S ELIGIBILITY CERTIFICATION FORM

Project Name: Elk's Park Grading and ADA Accessibility

Please Write with Clarity

Check, as Applicable: ☐ General Contractor ☐ Sub-contractor ☐ Consultant ☐ Vendor

If Sub-contractor or Consultant ,Type of Work: _____

Contract or Product Value: \$ _____

Business Name: _____

Business Officer's Name: _____

Business Address: _____

Business Tax ID Number: _____

DUNS Number: _____

Information regarding the DUNS number is available here: <http://fedgov.dnb.com/webform/>

State of Iowa Registration Number: _____

Note: Insert Not Applicable if Consultant or Vendor

"Section 3" Business (i.e., for low income business qualified business): ____

Minority Business Enterprise: ☐ yes or ☐ no If yes, (i.e., not White), check appropriate line:

☐ Black / African American

☐ Asian

☐ American Indian / Alaskan Native

☐ Native Hawaiian / Other Pacific Islander

☐ White & American Indian / Alaskan Native

☐ White & Asian

☐ White & Black

☐ American Indian / Alaskan Native & Black

☐ Other Multi-Racial

Women's Business Enterprise: ☐ yes or ☐ no

Hispanic Business: ☐ yes or ☐ no

Number of Current Employees to Work on Project: _____

Number of New Employees to be hired to Work on the Project: _____

If not Submitted with Bid, Complete and Return To:

Tom Gruis, Planner
East Central Iowa Council of Governments 700 16th Street NE – Ste. 301
Cedar Rapids, IA 52402 319-365-9941 ext. 130
tom.gruis@ecicog.org

Return conveyance of scanned copy to person above via e-mail is preferred.

INTENT TO COMPLY WITH SECTION 3 REQUIREMENTS

***(To be provided with procurement documents and returned with all submitted bids*)**

Section 3 of the Housing and Urban Development Act of 1968 [12 U.S.C. 1701u and 24 CFR Part 135] is HUD's legislative directive for providing preference to low-income residents of the local community (regardless of race or gender), and the businesses that substantially employ these persons, for new employment, training and contracting opportunities resulting from HUD-funded projects. The regulations seek to ensure that low- and very low- income persons, and the businesses that employ these individuals, are notified about the expenditure of HUD funds in their community and encouraged to seek opportunities, if created.

A Section 3 resident is defined as a public housing resident or someone with a household income that is less than 80% of the area median income.

A Section 3 business is defined as a business that is:

51% owned by Section 3 residents

Whose permanent, full-time staff is comprised of at least 30% Section 3 residents** Has committed 25% of the dollar amount of its subcontracts to Section 3 businesses

Note: If your business meets the definition of a Section 3 business, you may register as a Section 3 Business through HUD's website here:

<https://portalapps.hud.gov/Sec3BusReq/BRegistry/RegisterBusiness>

Businesses who self-certify that they meet one of the regulatory definitions of a Section 3 business will be included in a searchable online database. The database can be used by agencies that receive HUD funds, developers, contractors, and others to facilitate the award of covered construction and non- construction contracts to Section 3 businesses.

Please complete the following:

1. If awarded a contract for this CDBG funded project, do you anticipate hiring new employees to complete the project? (Hiring would be specific to this project)

☐ Yes ☐ No If yes, please estimate the number of employees to be hired: _____

2. Is your business a Section 3 Business? ☐ Yes ☐ No
3. Is the bidder willing to consider hiring Section 3 residents for future employment opportunities that are a direct result of this CDBG funded project?

☐ Yes ☐ No

4. Is the bidder willing to consider subcontracting with Section 3 Businesses for this project?

☐ Yes ☐ No

I understand that this contracting opportunity is subject to HUD Section 3 requirements (24 CFR Part 135). I have read and understand the Section 3 requirements as generally described above and presented in the Section 3 contract language included in the procurement documents for this project. If awarded a contract, the business commits to following Section 3 requirements, as they apply to this project. If awarded a contract for this project, the business agrees to provide reports to (insert City/County) on Section 3 efforts and accomplishments.

Name of Contractor/Subcontractor

Address

Print Name

Title

Signature

Date

CONTRACT DOCUMENTS

NOTICE OF AWARD

Date of Issuance:

Owner: City of Marshalltown

Owner's Project No.: PRK21-002

Engineer: City of Marshalltown

Engineer's Project No.: PRK21-002

Project: Elk's Park Grading and ADA Accessibility, PRK21-002

Contract Name: Base Bid

Bidder:

Bidder's Address:

You are notified that Owner has accepted your Bid dated **[date]** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

[Describe Work, alternates, or sections of Work awarded]

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.

Owner:

City of Marshalltown, Iowa

By (signature):

Name (printed):

Joel Greer

Title:

Mayor

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

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

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

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **Elk's Park Grading and ADA Accessibility**

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Elk's Park Grading and ADA Accessibility: Construction of ADA parking and access off N 3rd Street, ADA ramps and sidewalk, and grading of west park area.**

ARTICLE 3 – ENGINEER

- 3.01 The **Marshalltown Public Works Engineering Department** ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by the Marshalltown Public Works Engineering Department.

ARTICLE 4 – CONTRACT TIMES

4.01 Contract Times: Dates

- A. The Work will be substantially complete on or before **October 15, 2022**, and completed and ready for final payment on or before **November 15, 2022**.

4.02 Liquidated Damages

- A. Substantial Completion: Contractor shall pay Owner **\$100.00** 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.
- B. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$100.00** for each day that expires after such time until the Work is completed and ready for final payment.

4.03 Special Damages

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred

by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

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

ARTICLE 5 – CONTRACT PRICE

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

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

ARTICLE 6 – CONTRACT DOCUMENTS

6.01 Contents

- A. The Contract Documents consist of all of the following:
 - 1. This Agreement.
 - 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 - 3. General Conditions.
 - 4. Supplementary Conditions.
 - 5. Specifications 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 **13** sheets with each sheet bearing the following general title: **Elk's Park Grading and ADA Accessibility**.
 - 7. Addenda (numbers [number] to [number], inclusive).
 - 8. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid Documents
 - 9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.

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

6.02 General Conditions

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are the SUDAS Standard Specifications, General Provisions and Covenants, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor in the Supplementary Conditions.

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:

Alicia Hunter

(typed or printed)

Address for giving notices:

24 N. Center Street

Marshalltown, Iowa

50158

Designated Representative:

Name: Heather Thomas, P.E.

(typed or printed)

Title:

Public Works Director

(typed or printed)

Address:

24 N. Center Street

Marshalltown, Iowa

50158

Phone: (641) 754-5734

Email: hthomas@marshalltown-ia.gov

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

Contractor:

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

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

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

License No.:

(where applicable)

State:

PERFORMANCE BOND

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>): Elk's Park Grading and ADA Accessibility, PRK21-002 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>): Elk's Park Grading and ADA Accessibility, PRK21-002 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>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.	

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

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

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

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

16.1.1. The name of the Claimant;

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

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

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

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

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

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

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

WARRANTY BOND

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>): Elk's Park Grading and ADA Accessibility, PRK21-002 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 after Substantial Completion of the Work under the Construction Contract, and continuing for four (4) years after such Substantial Completion.	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth herein, do each cause this Warranty Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
_____ <i>(Full formal name of Contractor)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature) (Attach Power of</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
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 SUDAS General Conditions, as duly modified.
 - 8.4. *Substantial Completion*—As defined in the Construction Contract.
 - 8.5. *Work*—As defined in the Construction Contract.
9. Modifications to this Bond are as follows: **Bond shall be 100% of the contract amount for the first two (2) years and 25% of the contract amount for the last two (2) years.**

NOTICE TO PROCEED

Owner:	City of Marshalltown	Owner's Project No.:	PRK21-002
Engineer:	City of Marshalltown	Engineer's Project No.:	PRK21-002
Contractor:		Contractor's Project No.:	
Project:	Elk's Park Grading and ADA Accessibility, PRK21-002		
Contract Name:	Base Bid		
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 Section 1080,1.02 of the General Conditions.

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

In accordance with the Agreement:

The date by which Substantial Completion must be achieved is **October 15, 2022**, and the date by which readiness for final payment must be achieved is **November 15, 2022**.

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

- 1. Provide submittals for all materials utilized on the project.**
- 2. Attend pre-construction meeting.**
- 3. Provide Construction Schedule.**

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

CDBG SPECIAL PROVISIONS

CDBG PROVISIONS

The following documents are included as provisions of this project manual.

1. Project Construction Sign
2. Frequently Asked Question Summary Concerning “Davis-Bacon” Prevailing Wages
3. Davis Bacon Wage – General Decision Number: IA20200028
4. Contractor Eligibility Date Form
 - a. In lieu of submitting this form with the Bid Proposal, the awarded Contractor(s) may submit this with the Contracts.
5. Intent to Comply with Section 3 Requirements & Certification
 - a. In lieu of submitting this form with the Bid Proposal, the awarded Contractor(s) may submit this with the Contracts.
6. Federal Labor Provisions & Required Contract Provisions

Project Construction Sign

White Background

Project Title

Sponsor/Developer

Official(s) or Sponsor Address

Architect or Engineer

(second line)

Contractor

(second line)

CDBG
Community Development Block Grant

IOWA
economic development

Project Financed by:

Community Development Block Grant
Iowa Economic Development Authority

Kim Reynolds, Governor

Pantone 7540
(CMYK: 0/0/0/72)

Black
Lettering

Black
Lettering

Black

Pantone 7540
(CMYK: 0/0/0/72)

Pantone 390
(CMYK: 22/0/100/8)

Sign Dimensions: 1200mm x 2400mm (approx. 4'x8'x3/4")
Plywood Panel (APA Rated A-B Grade-Exterior)

FREQUENTLY ASKED QUESTION SUMMARY CONCERNING “DAVIS-BACON” PREVAILING WAGES

Payments for Regular / Standard Time: For “regular” (sometimes also referenced as “standard”) time, at 40 hours or less per week, the contractor can pay any combination of wage and fringe benefit to an employee as long as it equals or exceeds the prevailing minimum total cited by Davis-Bacon as a sum of that individually stipulated for wage and fringe. For example, if “Davis-Bacon” stipulates \$10 per hour for wages and \$5 per hour for fringes, the employee can be paid any combination of wage / fringe as long as the total equals or exceeds \$15 per hour.

Payments for Overtime: “Overtime” is not provided in the same manner as regular time. For project time over 40 hours per week, employees are to be paid 1.5 times the stipulated Davis-Bacon wage, to be in the form of cash to the employee, plus amount stipulated for fringe; either as benefit provided to plan/program or additional cash (if needed to compensate any fringe short-fall). From example above, an employee who earns overtime is to be paid cash at the rate of \$15 per hour (i.e., \$10 times 1.5). In addition, the employee is also to be provided \$5 per hour for the “Davis-Bacon” stipulated fringe rate. For example, if the contractor provides fringes equal to or more than \$5 per hour, no other fringe compensation is needed. However, if the contractor provides only \$3 per hour in fringe benefits, they will also have to pay \$2 per hour as additional cash in order to satisfy the fringe short-fall; if excess cash is not already provided (for example, nothing additional would be required if overtime was paid at \$17 or more per hour vs. \$15).

Eligible Fringe Benefits: U.S. Labor stipulates that fringe benefits comprise only the following, as employer paid contributions on behalf of an employee: life and/or health insurance; retirement (i.e., such as pension fund); vacation; holiday; and sick leave (as well as possibly contributions to some training programs).

In-Eligible Fringe Benefits: Fringe benefits do not include employer payments mandated by Federal, State or local laws, such as an employer’s contribution to taxes, Social Security, etc. Other in-eligible payments / contributions (considered the cost of doing business) include: per diem travel expenses; personal use of vehicles; clothing allowances; etc.

Foremen / Supervisors: Foremen or supervisors who spend more than 20% of their time performing construction work are covered workers for time spent performing construction work, to be compensated according to respective labor classifications, and reported on payroll certification. If less than 20% of time is incurred by work, they should be omitted from the payroll certification.

Apprentices and Trainees: The only workers who can be paid less than the wage rate on the wage rate decision for their work classification are “apprentices” and “trainees” who are registered in approved programs, such as those registered with the Department of Labor or “DOL” recognized State Apprentice Council. In such cases, documentation of certification is needed with compensation paid in accordance with that stipulated by the approved program.

Piece-work: “Piece-work”, such as an employee being paid “\$-x-“ per sq. ft. according

to performance, (such as being paid for the actual amount of drywall an employee installs), is allowed. However, payment for the amount of piece-work performed must be converted into a daily per hour basis; with accurate time records to be recorded and maintained.

"General Decision Number: IA20220081 02/25/2022

Superseded General Decision Number: IA20210081

State: Iowa

Construction Types: Heavy and Highway

Counties: Adair, Adams, Allamakee, Appanoose, Audubon, Benton, Black Hawk, Boone, Bremer, Buchanan, Buena Vista, Butler, Calhoun, Carroll, Cass, Cedar, Cerro Gordo, Cherokee, Chickasaw, Clarke, Clay, Clayton, Clinton, Crawford, Dallas, Davis, Decatur, Delaware, Des Moines, Dickinson, Dubuque, Emmet, Fayette, Floyd, Franklin, Fremont, Greene, Grundy, Guthrie, Hamilton, Hancock, Hardin, Harrison, Henry, Howard, Humboldt, Ida, Iowa, Jackson, Jasper, Jefferson, Johnson, Jones, Keokuk, Kossuth, Lee, Linn, Louisa, Lucas, Lyon, Madison, Mahaska, Marion, Marshall, Mills, Mitchell, Monona, Monroe, Montgomery, Muscatine, O'Brien, Osceola, Page, Palo Alto, Plymouth, Pocahontas, Polk, Pottawattamie, Poweshiek, Ringgold, Sac, Shelby, Sioux, Story, Tama, Taylor, Union, Van Buren, Wapello, Warren, Washington, Wayne, Webster, Winnebago, Winneshiek, Woodbury, Worth and Wright Counties in Iowa.

HIGHWAY CONSTRUCTION PROJECTS and HEAVY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number Publication Date

0 01/07/2022

1 02/25/2022

* SUIA2021-001 10/18/2017

Rates Fringes

Carpenter & Pile driver men

ZONE 1.....	\$ 29.27	14.58
ZONE 2.....	\$ 27.48	14.73
ZONE 3.....	\$ 27.48	14.73
ZONE 4.....	\$ 26.85	12.30
ZONE 5**.....	\$ 25.75	10.70

CONCRETE FINISHER

ZONE 1.....	\$ 29.05	7.60
ZONE 2.....	\$ 29.05	7.60
ZONE 3.....	\$ 29.05	7.60
ZONE 4.....	\$ 25.95	6.95
ZONE 5.....	\$ 24.90	6.95

ELECTRICIAN (STREET AND HIGHWAY LIGHTING AND TRAFFIC SIGNALS)

ZONE 1, 2, AND 3.....	\$ 30.40	9.80
ZONE 4.....	\$ 29.10	8.80
ZONE 5.....	\$ 26.95	7.80

IRONWORKER (SETTING OF STRUCTURAL STEEL)

ZONE 1.....	\$ 32.25	11.60
ZONE 2.....	\$ 30.16	12.05
ZONE 3.....	\$ 30.16	12.05
ZONE 4.....	\$ 28.00	11.15
ZONE 5**.....	\$ 26.15	10.30

LABORER

ZONE 1, 2 AND 3

GROUP A.....	\$ 24.08	10.65
GROUP AA.....	\$ 26.46	10.65
GROUP B.....	\$ 22.23	10.65
GROUP C.....	\$ 19.15	10.65

ZONE 4

GROUP A.....	\$ 21.37	9.83
GROUP B.....	\$ 20.05	9.83
GROUP C.....	\$ 17.17	9.83

ZONE 5

GROUP A.....	\$ 21.77	8.38
GROUP B.....	\$ 19.27	8.38
GROUP C.....	\$ 18.42	8.38

POWER EQUIPMENT OPERATOR

ZONE 1

GROUP A.....	\$ 33.25	15.50
GROUP B.....	\$ 31.70	15.50
GROUP C.....	\$ 29.20	15.50
GROUP D.....	\$ 29.20	15.50

ZONE 2

GROUP A.....	\$ 32.55	15.50
GROUP B.....	\$ 30.95	15.50
GROUP C.....	\$ 28.40	15.50
GROUP D.....	\$ 28.40	15.50

ZONE 3

GROUP A.....	\$ 30.45	25.90
GROUP B.....	\$ 28.65	25.90
GROUP C.....	\$ 27.65	25.90
GROUP D.....	\$ 27.65	25.90

ZONE 4

GROUP A.....	\$ 31.35	13.85
GROUP B.....	\$ 30.21	13.85
GROUP C.....	\$ 28.13	13.85
GROUP D.....	\$ 28.13	13.85

ZONE 5

GROUP A.....	\$ 28.52	11.50
GROUP B.....	\$ 27.48	11.50
GROUP C.....	\$ 25.75	11.50
GROUP D.....	\$ 24.75	11.50

TRUCK DRIVER (AND PAVEMENT MARKING DRIVER/SWITCH PERSON)

ZONE 1.....	\$ 25.25	11.45
ZONE 2	\$ 25.25	11.45
ZONE 3.....	\$ 25.25	11.45
ZONE 4.....	\$ 25.00	7.50
ZONE 5	\$ 23.05	7.50

ZONE DEFINITIONS

ZONE 1 The Counties of Polk, Warren, and Dallas for all Crafts, and Linn County Carpenters only.

ZONE 2 The Counties of Dubuque for all Crafts and Linn County for all Crafts except Carpenters.

ZONE 3 The Cities of Burlington (including West Burlington), Clinton, Fort Madison, Keokuk, and Middleton (including the Iowa Army Ammunition Plant) and Muscatine (and abutting municipalities of any such cities).

ZONE 4 Story, Black Hawk, Cedar, Jasper, Jones, Jackson, Louisa, Madison, and Marion Counties; Clinton County (except the City of Clinton), Johnson County, Muscatine County (except the City of Muscatine), the City of Council Bluffs, Lee County and Des Moines County.

ZONE 5 All areas of the state not listed above.

LABORER CLASSIFICATIONS - ALL ZONES

GROUP AA - {Skilled pipe layer (sewer, water and conduits) and tunnel laborers; asbestos abatement worker} (Zones 1, 2 and 3).

GROUP A - Carpenter tender on bridges and box culverts; curb machine (without a seat); deck hand; diamond & core drills; drill operator on air tracs, wagon drills and similar drills; form setter/string man on paving work; gunnite nozzle man; joint sealer kettle man; laser operator; powder man tender; powder man/blaster; saw operator; {pipe layer (sewer, water, and conduits); sign erector*; tunnel laborer; asbestos abatement worker (Zones 4 and 5)}, sign erector.

GROUP B - Air, gas, electric tool operator; barco hammer; carpenter tender; caulker; chain saw man; compressor (under 400 cfm); concrete finisher tender; concrete processing materials and monitors; cutting torch on demolition; drill tender; dump men; electric drills; fence erectors; form line expansion joint assembler; form tamper; general laborer; grade checker; handling and placing metal mesh, dowel bars, reinforcing bars and chairs; hot asphalt laborer; installing temporary traffic control devices; jack hammer man; mechanical grouter; painter (all except stripers); paving breaker; planting trees, shrubs and flowers; power broom (not self-propelled); power buggy man; rakers; rodman (tying reinforcing steel); sandblaster; seeding and mulching; sewer utility top man/bottom man; spaders; stressor or stretcher man on pre or post tensioned concrete; string man on re/surfacing/no grade control; swinging stage, tagline, or block and tackle; tampers; timberman; tool room men and checkers; tree climber; tree ground man; underpinning and shoring caissons over twelve feet deep; vibrators; walk behind trencher; walk behind paint stripers; walk behind vibrating compactor; water pumps (under three inch); work from bosun chair.

GROUP C - Scale weigh person; traffic control/flagger, surveillance or monitor; water carrier.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS - ALL ZONES

GROUP A - All terrain (off road) forklift; asphalt breakdown roller (vibratory); asphalt laydown machine; asphalt plant; asphalt screed; bulldozer (finish); central mix plant; concrete pump; crane; crawler tractor pulling scraper; directional drill (60,000 (lbs) pullback and above); dragline and power shovel; dredge engineer; excavator (over ½ cu. yd.); front end loader (4 cy and over); horizontal boring machine; master mechanic; milling machine (over 350 hp); motor grader (finish); push cat; rubber tired backhoe (over ½ cu. yd.); scraper (12 cu. yd. and over or finish); Self-propelled rotary mixer/road reclaimer; side broom tractor; slipform Portland concrete paver; tow or push boat;

trenching machine (Cleveland 80 or similar)

GROUP B - Articulated off road hauler, asphalt heater/planer; asphalt material transfer vehicle; asphalt roller; belt loader or similar loader; bulldozer (rough); churn or rotary drill; concrete curb machine; crawler tractor pulling ripper, disk or roller; deck hand/oiler; directional drill (less than 60,000 (lbs) pullback); distributor; excavator (1/2 cu. yd. and under); form riding concrete paver; front end loader (2 to less than 4 cu. yd.); group equipment greaser; mechanic; milling machine (350 hp. and less); paving breaker; Portland concrete dry batch plant; rubber tired backhoe (1/2 cu. yd. and under); scraper (under 12 cu. yd.); screening, washing and crushing plant (mobile, portable or stationary); shoulder machine; skid loader (1 cu. yd. and over); subgrader or trimmer; trenching machine; water wagon on compaction.

GROUP C - Boom & winch truck; concrete spreader/belt placer; deep wells for dewatering; farm type tractor (over 75 hp.) pulling disc or roller; forklift; front end loader (under 2 cu. yd.); motor grader (rough); pile hammer power unit; pump (greater than three inch diameter); pumps on well points; safety boat; self-propelled roller (other than asphalt); self-propelled sand blaster or shot blaster, water blaster or striping grinder/remover; skid loader (under 1 cu. yd.); truck mounted post driver.

GROUP D - Boiler; compressor; cure and texture machine; dow box; farm type or utility tractor (under 75 hp.) pulling disk, roller or other attachments; group greaser tender; light plants; mechanic tender; mechanical broom; mechanical heaters; oiler; pumps (under three inch diameter); tree chipping machine; truck crane driver/oiler.

** CARPENTERS AND PILE DRIVER MEN, or IRONWORKERS (ZONE 5)

Setting of structural steel; any welding incidental to bridge or culvert construction; setting concrete beams.

* ADDED CRAFT - SIGN ERECTOR

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or

other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it

may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

CONTRACTOR'S ELIGIBILITY CERTIFICATION FORM

Project Name: Elk's Park Grading and ADA Accessibility

Please Write with Clarity

Check, as Applicable: ☐ General Contractor ☐ Sub-contractor ☐ Consultant ☐ Vendor

If Sub-contractor or Consultant, Type of Work: _____

Contract or Product Value: \$ _____

Business Name: _____

Business Officer's Name: _____

Business Address: _____

Business Tax ID Number: _____

DUNS Number: _____

Information regarding the DUNS number is available here: <http://fedgov.dnb.com/webform/>

State of Iowa Registration Number: _____

Note: Insert Not Applicable if Consultant or Vendor

"Section 3" Business (i.e., for low income business qualified business): ____

Minority Business Enterprise: ☐ yes or ☐ no If yes, (i.e., not White), check appropriate line:

☐ Black / African American

☐ Asian

☐ American Indian / Alaskan Native

☐ Native Hawaiian / Other Pacific Islander

☐ White & American Indian / Alaskan Native

☐ White & Asian

☐ White & Black

☐ American Indian / Alaskan Native & Black

☐ Other Multi-Racial

Women's Business Enterprise: ☐ yes or ☐ no

Hispanic Business: ☐ yes or ☐ no

Number of Current Employees to Work on Project: _____

Number of New Employees to be hired to Work on the Project: _____

If not Submitted with Bid, Complete and Return To:

Tom Gruis, Planner
East Central Iowa Council of Governments 700 16th Street NE – Ste. 301
Cedar Rapids, IA 52402 319-365-9941 ext. 130
tom.gruis@ecicog.org

Return conveyance of scanned copy to person above via e-mail is preferred.

INTENT TO COMPLY WITH SECTION 3 REQUIREMENTS

***(To be provided with procurement documents and returned with all submitted bids*)**

Section 3 of the Housing and Urban Development Act of 1968 [12 U.S.C. 1701u and 24 CFR Part 135] is HUD's legislative directive for providing preference to low-income residents of the local community (regardless of race or gender), and the businesses that substantially employ these persons, for new employment, training and contracting opportunities resulting from HUD-funded projects. The regulations seek to ensure that low- and very low- income persons, and the businesses that employ these individuals, are notified about the expenditure of HUD funds in their community and encouraged to seek opportunities, if created.

A Section 3 resident is defined as a public housing resident or someone with a household income that is less than 80% of the area median income.

A Section 3 business is defined as a business that is:

51% owned by Section 3 residents

Whose permanent, full-time staff is comprised of at least 30% Section 3 residents** Has committed 25% of the dollar amount of its subcontracts to Section 3 businesses

Note: If your business meets the definition of a Section 3 business, you may register as a Section 3 Business through HUD's website here:

<https://portalapps.hud.gov/Sec3BusReq/BRegistry/RegisterBusiness>

Businesses who self-certify that they meet one of the regulatory definitions of a Section 3 business will be included in a searchable online database. The database can be used by agencies that receive HUD funds, developers, contractors, and others to facilitate the award of covered construction and non- construction contracts to Section 3 businesses.

Please complete the following:

5. If awarded a contract for this CDBG funded project, do you anticipate hiring new employees to complete the project? (Hiring would be specific to this project)

☐ Yes ☐ No If yes, please estimate the number of employees to be hired: _____

6. Is your business a Section 3 Business? ☐ Yes ☐ No
7. Is the bidder willing to consider hiring Section 3 residents for future employment opportunities that are a direct result of this CDBG funded project?

☐ Yes ☐ No

8. Is the bidder willing to consider subcontracting with Section 3 Businesses for this project?

☐ Yes ☐ No

I understand that this contracting opportunity is subject to HUD Section 3 requirements (24 CFR Part 135). I have read and understand the Section 3 requirements as generally described above and presented in the Section 3 contract language included in the procurement documents for this project. If awarded a contract, the business commits to following Section 3 requirements, as they apply to this project. If awarded a contract for this project, the business agrees to provide reports to (insert City/County) on Section 3 efforts and accomplishments.

Name of Contractor/Subcontractor

Address

Print Name

Title

Signature

Date

Section 3 Business Certification

- To be completed by the business claiming Section 3 business status.

All contract and subcontracts awarded on Section 3 covered projects must be reported in aggregate on the Section 3 Summary Report. For all businesses reported as being Section 3 businesses, documentation of their status must be retained in the project files. IEDA considers this form adequate documentation of Section 3 status.

HUD contracts awarded to the State of Iowa and/or a recipient (City/County) with more than

\$200,000 in HUD funds are "Section 3 covered projects". Any contractors, with which they contract for more than \$100,000 on these projects, are required to report on all contracts they make both with Section 3 business concerns and with businesses that are not Section 3 business concerns.

This form is a tool to determine and document the Section 3 business status. Documentation of the status of Section 3 Businesses should be retained in the project files.

Business being certified:

Company: _____

Address: _____

Project information:

Project Name: _____

Project Address: _____

Section 3 determination

1. Is your business owned (51% or more) by individuals whose household incomes are NO GREATER THAN 80% of Area Median Income (AMI)* OR by individuals that are public housing residents?

*Please reference

<http://iowaeconomicdevelopment/community/community/default.aspx> (under recipient income and census information) to determine if employee is less than 80% of the current area median income.

☐ Yes ☐ No

2. Do 30% (or more) of your full time, permanent employees have household incomes that are NO GREATER THAN 80% of Area Median Income (AMI), or within three years of the date of first employment with the business concern were Section 3 residents?

☐ Yes ☐ No

3. Will you subcontract more than 25% of this contract with a qualified business that is either 51% owned by Section 3 residents or 30% or more of its employees are Section 3 residents?

☐ Yes ☐ No

If any of the questions above are marked “yes”, the business qualifies as a Section 3 business.

I certify that the above statements are true, complete, and correct to the best of my knowledge and belief.

Signature: _____

Print Name: _____ Date: _____

REQUIRED CONTRACT PROVISIONS

REQUIRED CONTRACT LANGUAGE

All project contracts shall contain at a minimum the following provisions, as appropriate.

ALL CONTRACTS

1. Access and Maintenance of Records

The contractor must maintain records, including supporting documentation, for three years from closeout of the grant to the state of Iowa.

At any time during normal business hours and as frequently as is deemed necessary, the contractor shall make available to the Iowa Economic Development Authority, the State Auditor, the General Accounting Office, and the Department of Housing and Urban Development, for their examination, all of its records pertaining to all matters covered by this contract and permit these agencies to audit, examine, make excerpts or transcripts from such records, contract, invoices, payrolls, personnel records, conditions of employment, and all other matters covered by this contract.

2. Civil Rights

The Contractor must comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (P.L. 88-352).
States that no person may be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance on the basis of race, color, or national origin.
- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended.
- Federal Executive Order 11063, as amended by Executive Order 12259 *Equal Opportunity Housing*
 - Iowa Civil Rights Act of 1965. *This Act mirrors the Federal Civil Rights Act.*
- Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309).
Provides that no person shall be excluded from participation in, denied the benefits of, or subjected to discrimination on the basis of race, color, national origin, sex, age, or handicap under any program or activity funded in part or in whole under Title I of the Act.
- The Age Discrimination Act of 1975, as amended (42 U.S.C. 1601 et seq.)
Provides that no person on the basis of age, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- Section 504 of the Rehabilitation Act of 1973, as amended (P.L. 93-112, 29 U.S.C. 794). *Provides that no otherwise qualified individual shall solely by*

reason of his/her handicap be excluded from participation in, be denied the benefits of, or be discriminated against under any program or activity receiving Federal financial assistance.

- Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213)

Provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

- Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

The purpose of section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (section 3) is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

3. Termination Clause

The Jurisdiction reserves the right to Terminate the Contract at any time for the following conditions:

1. Termination for Cause:

- a. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Jurisdiction shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished work completed by the Contractor under this contract, including stockpiled materials, shall become the Jurisdiction's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder measured as described in Parts V and VI of the Project Manual. Notwithstanding the above, the Contractor shall not be relieved of liability to the Jurisdiction for damages sustained by the Jurisdiction or land owner by virtue of any breach of the contract by the Contractor, and the Jurisdiction may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Jurisdiction from the Contractor is determined.

2. Termination for Convenience:

- a. The Jurisdiction may terminate this contract at any time by giving at

least ten (10) days' notice in writing to the Contractor if funding for this project is terminated and no other funding is available for continuation. If the contract is terminated by the Jurisdiction as provided herein, the Contractor will be paid for all satisfactorily completed work, partially completed work, and, at the option of the Jurisdiction, stockpiled materials measured as described in Parts V and VI of the Project Manual.

4. Certification regarding government-wide restriction on lobbying.

All contracts utilizing CDBG funds must contain the following certification concerning restriction of lobbying:

"The Recipient certifies, to the best of his or her knowledge and belief, that:

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.
- iii. The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

5. Lead-Safe Housing Regulations (As applicable)

24 CFR Part 35 et. al.

Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Properties and Housing Receiving Federal Assistance, Final Rule

6. Recycled Materials

The contractor agrees to comply with all the requirements of Code of Iowa chapter 8A.315-317 and Iowa Administrative Code chapter 11-117.6(5) — Recycled Product and Content which states:

When appropriate, specifications shall include requirements for the use of recovered materials and products.

The specifications shall not restrict the use of alternative materials, exclude recovered materials, or require performance standards that exclude products containing recovered materials unless the subrecipient seeking the product can document that the use of recovered materials will impede the intended use of the product.

7. Notice of Awarding Agency Requirements and Regulations Pertaining to Reporting

The Contractor must provide information as necessary and as requested by the Iowa Economic Development Authority for the purpose of fulfilling all reporting requirements related to the CDBG program.

ALL CONTRACTS IN EXCESS OF \$10,000

8. Federal Executive Orders 11246 and 11375:

Provides that no one be discriminated in employment.

"During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of the Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

ALL CONTRACTS IN EXCESS OF \$100,000

9. Clean Air and Water Acts:

- Section 306 of the Clean Air Acts (42 U.S.C. 1857(h)).
- Section 508 of the Clean Water Act (33 U.S.C. 1368).
- Executive Order 11738. *Providing administration of the Clean Air and Water Acts*

Clean Air and Water Acts - required clauses:

This clause is required in all third party contracts involving projects subject to the Clean Air Act (42

U.S.C. 1857 et seq.), the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), and the regulations of the Environmental Protection Agency with respect to 40 CFR Part 15, as amended. It should also be mentioned in the bid document.

During the performance of this contract, the CONTRACTOR agrees as follows:

- (1) The CONTRACTOR will certify that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the Excluded Party Listing System pursuant to 40 CFR 32.
- (2) The CONTRACTOR agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- (3) The CONTRACTOR agrees that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the Excluded Party Listing System.
- (4) The CONTRACTOR agrees that it will include or cause to be included the criteria and requirements in Paragraph (1) through (4) of this section in every nonexempt subcontract and require every subcontractor to take such action as the Government may direct as a means of enforcing such provisions.

ALL CONSTRUCTION CONTRACTS IN EXCESS OF \$2,000

10. Federal Labor Standards

In addition to the preceding provisions, all construction contracts in excess of \$2,000 must include the Federal Labor Standards Provisions (verbatim) found in Appendix 2 under Required Contract Provisions. (Housing rehabilitation contracts of less than 8 units are excluded from this requirement.)

Federal Labor Standards Provisions (verbatim) found in Appendix 2, including:

- Davis-Bacon and Related Acts
- Contract Work Hours and Safety Standard Act
- Copeland Anti-kickback Act

Federal Labor Standards Provisions

Federal Labor Standards Provisions

U.S. Department of Housing and Urban Development

Office of Labor Relations

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1.(i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work

in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30 -day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215- 0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its

designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part form HUD-4010 (06/2009) of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215- 0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make

such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section I(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section I(b)(2)(B) of the Davis- Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form W H-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall

maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete; That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(2) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working

hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the

applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5. 16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to, and individually registered in a program which has received prior approval, evidenced by formal certification by the U. S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in

this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5. 5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5. 12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U. S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3 (a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of influencing in any way the action of such Administration makes, utters or publishes any statement knowing the same to be false"

shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally- assisted contract subject to the

Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

EMPLOYEE RIGHTS

UNDER THE DAVIS-BACON ACT

FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

PREVAILING WAGES

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

or contact the U.S. Department of Labor's Wage and Hour Division.



WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

1-866-487-9243
TTY: 1-877-889-5627
www.dol.gov/whd



WH1321 REV 10/17

DERECHOS DEL EMPLEADO BAJO LA LEY DAVIS-BACON

PARA OBREROS Y MECÁNICOS EMPLEADOS EN PROYECTOS DE CONSTRUCCIÓN FEDERAL O CON ASISTENCIA FEDERAL

SALARIOS PREVALECIENTES

No se le puede pagar menos de la tasa de pago indicada en la Decisión de Salarios Davis-Bacon fijada con este Aviso para el trabajo que Ud. desempeña.

SOBRETIEMPO

Se le ha de pagar no menos de tiempo y medio de su tasa básica de pago por todas las horas trabajadas en exceso de 40 en una semana laboral. Existen pocas excepciones.

CUMPLIMIENTO

Se pueden retener pagos por contratos para asegurarse que los obreros reciban los salarios y el pago de sobretiempo debidos, y se podría aplicar daños y perjuicios si no se cumple con las exigencias del pago de sobretiempo. Las cláusulas contractuales de Davis-Bacon permiten la terminación y exclusión de contratistas para efectuar futuros contratos federales hasta tres años. El contratista que falsifique los registros certificados de las nóminas de pago o induzca devoluciones de salarios puede ser sujeto a procesamiento civil o criminal, multas y/o encarcelamiento.

APRENDICES

Las tasas de aprendices sólo se aplican a aprendices correctamente inscritos bajo programas federales o estatales aprobados.

PAGO APROPIADO

Si Ud. no recibe el pago apropiado, o precisa de información adicional sobre los salarios aplicables, póngase en contacto con el Contratista Oficial que aparece abajo:

o póngase en contacto con la División de Horas y Salarios del Departamento de Trabajo de los EE.UU.



DIVISIÓN DE HORAS Y SALARIOS
DEPARTAMENTO DE TRABAJO DE LOS EE.UU.

1-866-487-9243
TTY: 1-877-889-5627
www.dol.gov/whd





Job Safety and Health IT'S THE LAW!

All workers have the right to:

- A safe workplace.
- Raise a safety or health concern with your employer or OSHA, or report a work-related injury or illness, without being retaliated against.
- Receive information and training on job hazards, including all hazardous substances in your workplace.
- Request a confidential OSHA inspection of your workplace if you believe there are unsafe or unhealthy conditions. You have the right to have a representative contact OSHA on your behalf.
- Participate (or have your representative participate) in an OSHA inspection and speak in private to the inspector.
- File a complaint with OSHA within 30 days (by phone, online or by mail) if you have been retaliated against for using your rights.
- See any OSHA citations issued to your employer.
- Request copies of your medical records, tests that measure hazards in the workplace, and the workplace injury and illness log.

This poster is available free from OSHA.

Contact OSHA. We can help.

Employers must:

- Provide employees a workplace free from recognized hazards. It is illegal to retaliate against an employee for using any of their rights under the law, including raising a health and safety concern with you or with OSHA, or reporting a work-related injury or illness.
- Comply with all applicable OSHA standards.
- Notify OSHA within 8 hours of a workplace fatality or within 24 hours of any work-related inpatient hospitalization, amputation, or loss of an eye.
- Provide required training to all workers in a language and vocabulary they can understand.
- Prominently display this poster in the workplace.
- Post OSHA citations at or near the place of the alleged violations.

On-Site Consultation services are available to small and medium-sized employers, without citation or penalty, through OSHA-supported consultation programs in every state.



1-800-321-OSHA (6742) • TTY 1-877-889-5627 • www.osha.gov



Seguridad y Salud en el Trabajo

¡ES LA LEY!

Todos los trabajadores tienen el derecho a:

- Un lugar de trabajo seguro.
- Decir algo a su empleador o la OSHA sobre preocupaciones de seguridad o salud, o reportar una lesión o enfermedad en el trabajo, sin sufrir represalias.
- Recibir información y entrenamiento sobre los peligros del trabajo, incluyendo sustancias tóxicas en su sitio de trabajo.
- Pedir una inspección confidencial de OSHA de su lugar de trabajo si usted cree que hay condiciones inseguras o insalubres. Usted tiene el derecho a que un representante se comuniquen con OSHA en su nombre.
- Participar (o su representante puede participar) en la inspección de OSHA y hablar en privado con el inspector.
- Presentar una queja con la OSHA dentro de 30 días (por teléfono, por internet, o por correo) si usted ha sufrido represalias por ejercer sus derechos.
- Ver cualquier citación de la OSHA emitida a su empleador.
- Pedir copias de sus registros médicos, pruebas que miden los peligros en el trabajo, y registros de lesiones y enfermedades relacionadas con el trabajo.

Este cartel está disponible de la OSHA para gratis.

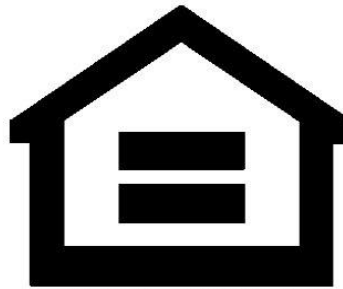
Llame OSHA. Podemos ayudar.

Los empleadores deben:

- Proveer a los trabajadores un lugar de trabajo libre de peligros reconocidos. Es ilegal discriminar contra un empleado quien ha ejercido sus derechos bajo la ley, incluyendo hablando sobre preocupaciones de seguridad o salud a usted o con la OSHA, o por reportar una lesión o enfermedad relacionada con el trabajo.
- Cumplir con todas las normas aplicables de la OSHA.
- Notificar a la OSHA dentro de 8 horas de una fatalidad laboral o dentro de 24 horas de cualquier hospitalización, amputación, o pérdida de ojo relacionado con el trabajo.
- Proporcionar el entrenamiento requerido a todos los trabajadores en un idioma y vocabulario que pueden entender.
- Mostrar claramente este cartel en el lugar de trabajo.
- Mostrar las citaciones de la OSHA acerca del lugar de la violación alegada.

Servicios de consulta en el lugar de trabajo están disponibles para empleadores de tamaño pequeño y mediano sin citación o multa, a través de los programas de consulta apoyados por la OSHA en cada estado.





**EQUAL HOUSING
OPPORTUNITY**

**We Do Business in Accordance With the Federal Fair
Housing Law**

(The Fair Housing Amendments Act of 1988)

**It is Illegal to Discriminate Against Any Person
Because of Race, Color, Religion, Sex,
Handicap, Familial Status, or National Origin**

In the sale or rental of housing or
residential lots

In the provision of real estate
brokerage services

In advertising the sale or rental
of housing

In the appraisal of housing

In the financing of housing

Blockbusting is also illegal

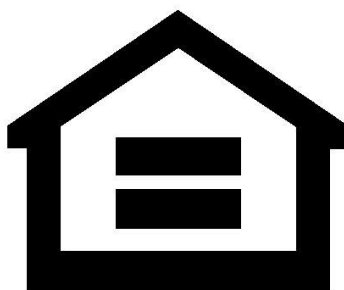
**Anyone who feels he or she has been
discriminated against may file a complaint of
housing discrimination:**

1-800-669-9777 (Toll Free)

1-800-927-9275 (TTY)

www.hud.gov/fairhousing

**U.S. Department of Housing and
Urban Development
Assistant Secretary for Fair Housing and
Equal Opportunity
Washington, D.C. 20410**



IGUALDAD DE OPORTUNIDAD EN LA VIVIENDA

Conducimos nuestros negocios de acuerdo a la Ley Federal de Vivienda Justa

(Acta de enmiendas de 1988 de la Ley Federal de Vivienda Justa)

Es ilegal discriminar contra cualquier persona por razon de su raza, color, religion, sexo, incapacidad fisica o mental, la presencia de niños menores de 18 años o de mujer embarazada en su familia o su origen nacional

■ En la venta o renta de vivienda y terrenos residenciales

■ En los anuncios de venta o renta de vivienda

■ En la financiamiento de vivienda

■ Amenazar o interferir con la persona para que no registre su queja

■ En los servicios de corretaje que prestan vendedores de vivienda

■ En la valoracion de vivienda

■ Tambien es ilegal forzarle a vender o rentar su vivienda diciendole que gente de otra raza, religion o grupo etnico se estan mudando en su vecindario

Cualquier persona que sienta que fue discriminada debe de enviar su queja de discriminacion:

1-800-669-9777 (llamada gratis)
1-800-927-9275 (TDD llamada gratis)

U.S.Department of Housing
and Urban Development
Assistant Secretary for Fair Housing and
Equal Opportunity
Washington, D.C. 20410

Equal Employment Opportunity is THE LAW

Private Employers, State and Local Governments, Educational Institutions, Employment Agencies and Labor Organizations

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Title VII of the Civil Rights Act of 1964, as amended, protects applicants and employees from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex (including pregnancy), or national origin. Religious discrimination includes failing to reasonably accommodate an employee's religious practices where the accommodation does not impose undue hardship.

DISABILITY

Title I and Title V of the Americans with Disabilities Act of 1990, as amended, protect qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship.

AGE

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination based on age in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment.

SEX (WAGES)

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act, as amended, the Equal Pay Act of 1963, as amended, prohibits sex discrimination in the payment of wages to women and men performing substantially equal work, in jobs that require equal skill, effort, and responsibility, under similar working conditions, in the same establishment.

GENETICS

Title II of the Genetic Information Nondiscrimination Act of 2008 protects applicants and employees from discrimination based on genetic information in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. GINA also restricts employers' acquisition of genetic information and strictly limits disclosure of genetic information. Genetic information includes information about genetic tests of applicants, employees, or their family members; the manifestation of diseases or disorders in family members (family medical history); and requests for or receipt of genetic services by applicants, employees, or their family members.

RETALIATION

All of these Federal laws prohibit covered entities from retaliating against a person who files a charge of discrimination, participates in a discrimination proceeding, or otherwise opposes an unlawful employment practice.

WHAT TO DO IF YOU BELIEVE DISCRIMINATION HAS OCCURRED

There are strict time limits for filing charges of employment discrimination. To preserve the ability of EEOC to act on your behalf and to protect your right to file a private lawsuit, should you ultimately need to, you should contact EEOC promptly when discrimination is suspected:

The U.S. Equal Employment Opportunity Commission (EEOC), 1-800-669-4000 (toll-free) or 1-800-669-6820 (toll-free TTY number for individuals with hearing impairments). EEOC field office information is available at www.eeoc.gov or in most telephone directories in the U.S. Government or Federal Government section. Additional information about EEOC, including information about charge filing, is available at www.eeoc.gov.

Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

INDIVIDUALS WITH DISABILITIES

Section 503 of the Rehabilitation Act of 1973, as amended, protects qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship. Section 503 also requires that Federal contractors take affirmative action to employ and advance in employment qualified individuals with disabilities at all levels of employment, including the executive level.

DISABLED, RECENTLY SEPARATED, OTHER PROTECTED, AND ARMED FORCES SERVICE MEDAL VETERANS

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits job discrimination and requires affirmative action to employ and advance in employment disabled veterans, recently separated veterans (within

three years of discharge or release from active duty), other protected veterans (veterans who served during a war or in a campaign or expedition for which a campaign badge has been authorized), and Armed Forces service medal veterans (veterans who, while on active duty, participated in a U.S. military operation for which an Armed Forces service medal was awarded).

RETALIATION

Retaliation is prohibited against a person who files a complaint of discrimination, participates in an OFCCP proceeding, or otherwise opposes discrimination under these Federal laws.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor; 200 Constitution Avenue, N.W., Washington, D.C. 20210, 1-800-397-6251 (toll-free) or (202) 693-1337 (TTY). OFCCP may also be contacted by e-mail at OFCCP-Public@dol.gov, or by calling an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

Programs or Activities Receiving Federal Financial Assistance

RACE, COLOR, NATIONAL ORIGIN, SEX

In addition to the protections of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal financial assistance.

INDIVIDUALS WITH DISABILITIES

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with or without reasonable accommodation, can perform the essential functions of the job.

If you believe you have been discriminated against in a program of any institution which receives Federal financial assistance, you should immediately contact the Federal agency providing such assistance.

La Igualdad de Oportunidades en el Empleo es

LA LEY

Empleadores privados, autoridades locales y estatales, instituciones educativas, agencias de empleo y organizaciones laborales

Los solicitantes de empleo y los empleados de la mayoría de los empleadores privados, autoridades locales y estatales, instituciones educativas, agencias de empleo y organizaciones laborales están protegidos conforme a la ley federal contra la discriminación por cualquiera de los siguientes motivos:

RAZA, COLOR, RELIGIÓN, SEXO, ORIGEN NACIONAL

El Título VII de la Ley de Derechos Civiles de 1964, y sus enmiendas, protege a los solicitantes de empleo y a los empleados contra la discriminación en la contratación, ascenso, despido, sueldo, beneficios adicionales, capacitación laboral, clasificación, referencia, y otros aspectos del empleo, debido a la raza, color, religión, sexo (incluido el embarazo) u origen nacional. La discriminación religiosa incluye el no realizar los arreglos razonables para las prácticas religiosas de un empleado, cuando tales arreglos no impongan una dificultad indebida.

DISCAPACIDAD

El Título I y el Título V de la Ley de Estadounidenses con Discapacidades de 1990, y sus enmiendas, protegen a los individuos que califiquen contra la discriminación por una discapacidad en la contratación, ascenso, despido, sueldo, beneficios adicionales, capacitación laboral, clasificación, referencia, y otros aspectos del empleo. La discriminación por discapacidad incluye el no realizar los arreglos razonables para las limitaciones mentales o físicas conocidas de un individuo con una discapacidad quien solicite empleo o sea empleado, salvo que implique una dificultad indebida.

EDAD

La Ley Contra la Discriminación por Edad en el Empleo de 1967, y sus enmiendas, protege a los solicitantes de empleo y a los empleados que tengan 40 años de edad o más contra la discriminación por la edad en la contratación, ascenso, despido, sueldo, beneficios adicionales, capacitación laboral, clasificación, referencia, y otros aspectos del empleo.

SEXO (SALARIOS)

Adicionalmente a la prohibición de la discriminación por sexo estipulada en el Título VII de la Ley de Derechos Civiles, y sus enmiendas, la Ley de Igualdad Salarial de 1963, y sus enmiendas, prohíbe la discriminación por sexo en el pago de salarios a los hombres y mujeres que realicen un trabajo sustancialmente similar, en empleos que requieran iguales destrezas, esfuerzos y responsabilidades, bajo condiciones laborales similares, en el mismo establecimiento.

GENÉTICA

El Título II de la Ley contra la Discriminación por Información Genética de 2008 (GINA) protege a los solicitantes de empleo y a los empleados contra la discriminación con basada en información genética, en la contratación, ascenso, despido, sueldo, beneficios adicionales, capacitación laboral, clasificación, referencia, y otros aspectos del empleo. GINA también restringe la adquisición de la información genética por parte de los empleadores y limita estrictamente la divulgación de la información genética. La información genética incluye la información sobre las pruebas genéticas de los solicitantes de empleo, los empleados o sus familiares; la manifestación de enfermedades o desórdenes en los familiares (historial médico familiar); y las solicitudes o recibo de servicios genéticos por los solicitantes de empleo, los empleados o sus familiares.

REPRESALIA

Todas estas leyes federales prohíben a las entidades cubiertas tomar represalias contra una persona que presente un cargo de discriminación, participe en un procedimiento de discriminación o se oponga a una práctica laboral ilegal.

QUÉ DEBE HACER SI CONSIDERA QUE HA OCURRIDO UNA DISCRIMINACIÓN

Hay límites estrictos de tiempo para presentar cargos de discriminación en el empleo. Para conservar la capacidad del EEOC de actuar en su nombre y para proteger su derecho de presentar una demanda privada, en caso de que en última instancia lo necesite, usted debe comunicarse con el EEOC de manera oportuna cuando sospeche de la discriminación:

La Comisión para la Igualdad de Oportunidades en el Empleo de los EE.UU. (EEOC), 1-800-669-4000 (número gratuito) o 1-800-669-6820 (número TTY gratuito para las personas con dificultades auditivas). La información de las oficinas de campo del EEOC está disponible en www.eeoc.gov o en la mayoría de los directorios telefónicos en la sección de Gobierno de los EE.UU. o Gobierno Federal. Puede encontrar información adicional sobre el EEOC, incluida la información sobre la presentación de cargos, en www.eeoc.gov.

Empleadores que tengan contratos o subcontratos federales

Los solicitantes de empleo y los empleados de compañías con un contrato o subcontrato gubernamental federal están protegidos conforme a las leyes federales contra la discriminación por los siguientes motivos:

RAZA, COLOR, RELIGIÓN, SEXO, ORIGEN NACIONAL

La Orden Ejecutiva 11246, y sus enmiendas, prohíbe la discriminación en el trabajo por motivo de raza, color, religión, sexo u origen nacional, y exige la aplicación de acción afirmativa para garantizar la igualdad en las oportunidades en todos los aspectos del empleo.

INDIVIDUOS CON DISCAPACIDADES

La Sección 503 de la Ley de Rehabilitación de 1973, y sus enmiendas, protege a los individuos que califiquen contra la discriminación por una discapacidad en la contratación, ascenso, despido, sueldo, beneficios adicionales, capacitación laboral, clasificación, referencia, y otros aspectos del empleo. La discriminación por discapacidad incluye el no realizar los arreglos razonables para las limitaciones mentales o físicas conocidas de un individuo con una discapacidad quien solicite empleo o sea empleado, salvo que implique una dificultad indebida. La Sección 503 también exige que los contratistas federales tomen las acciones afirmativas para emplear y ascender en el empleo a individuos calificados con discapacidades en todos los niveles laborales, incluido el nivel ejecutivo.

VETERANOS CON MEDALLAS DEL SERVICIO DE LAS FUERZAS ARMADAS Y VETERANOS DISCAPACITADOS, SEPARADOS RECIENTEMENTE Y DE OTRO ESTATUS PROTEGIDO

La Ley de Asistencia a la Readaptación de los Veteranos de Vietnam de 1974, y sus enmiendas, 38 U.S.C. 4212, prohíbe la discriminación laboral y exige la acción afirmativa para emplear y ascender en el empleo a veteranos discapacitados, veteranos separados

del servicio recientemente (dentro de los tres años dados de baja del servicio activo), otros veteranos protegidos (quienes hayan prestado el servicio militar en una guerra o en una campaña o expedición para la cual se haya autorizado una insignia de campaña), y los veteranos con medallas del Servicio de las Fuerzas Armadas (veteranos quienes, mientras se encontraban en el servicio activo, participaron en una operación militar de EE.UU. para la cual se les otorgó una medalla del Servicio de las Fuerzas Armadas).

REPRESALIA

Se prohíben las represalias contra una persona que presente un cargo de discriminación, participe en un procedimiento de la Oficina de Programas de Cumplimiento de Contratos Federales (OFCCP), o quien se oponga a la discriminación de conformidad con estas leyes federales.

Toda persona quien considere que un contratista ha incumplido sus obligaciones antidiscriminatorias o de acción afirmativa conforme a las autoridades antes indicadas, debe contactar de inmediato a:

The Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210, 1-800-397-6251 (número gratuito) o (202) 693-1337 (número TTY). También puede contactar a la OFCCP por el correo electrónico OFCCP-Public@dol.gov, o llamando a una oficina distrital o regional de la OFCCP, la cual puede encontrar en la mayoría de los directorios telefónicos en la sección U.S. Government (Gobierno de los EE.UU.), Department of Labor (Departamento del Trabajo).

Programas o actividades que reciban asistencia financiera federal

RAZA, COLOR, ORIGEN NACIONAL, SEXO

Adicionalmente a las protecciones del Título VII de la Ley de Derechos Civiles de 1964, y sus enmiendas, el Título VI de la Ley de Derechos Civiles de 1964, y sus enmiendas, prohíbe la discriminación por raza, color u origen nacional en los programas o actividades que reciban asistencia financiera federal. La discriminación en el empleo está cubierta por el Título VI si el objetivo principal de la asistencia financiera es la provisión del empleo, o donde la discriminación laboral cause o pueda causar una discriminación en la provisión de los servicios conforme a tales programas. El Título IX de las Enmiendas en la Educación de 1972 prohíbe la discriminación en el empleo por motivo del sexo en las actividades o programas educativos que reciban asistencia financiera federal.

INDIVIDUOS CON DISCAPACIDADES

La Sección 504 de la Ley de Rehabilitación de 1973, y sus enmiendas, prohíbe la discriminación en el empleo por una discapacidad, en cualquier programa o actividad que reciba asistencia financiera federal. Se prohíbe la discriminación en todos los aspectos del empleo contra las personas con discapacidades quienes, con o sin arreglos razonables, puedan realizar las funciones esenciales del trabajo.

Si usted considera que ha sido discriminado en un programa de alguna institución que reciba asistencia financiera federal, debe contactar inmediatamente a la agencia federal que proporciona dicha asistencia.

Las versiones de EEOC de 9/02 y OFCCP de 8/08 se pueden utilizar con el Suplemento de 11/09

EEOC-P/E-1 (Revisado 11/09)

CONTRACT CONDITIONS

GENERAL SUPPLEMENTAL SPECIFICATIONS

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

SUPPLEMENTAL SPECIFICATIONS.

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

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

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

Section 1040 – Scope of Work

1.06 INCREASE OR DECREASE OF WORK

Add the following new paragraphs immediately after Paragraph C:

D. Adjustments in Unit Price

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

Section 1070 – Legal Relations and Responsibility to the Public

3.01 PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

Add the following subparagraphs to Paragraph C:

1. 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 **100 percent** of the final contract price for the first two (2) years and **25 percent** of the final Contract Price for the last two (2) years. The warranty bond period will extend to a date **four (4) years** after Substantial Completion of the Work.

3. The warranty bond must be issued by the same surety that issues the performance bond required under Paragraph 3.01 of the General Conditions.

Section 1080 – Prosecution and Progress

1.07 WORK ON SUNDAYS OR LEGAL HOLIDAYS

Add the following new subparagraphs immediately after Paragraph A:

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

1.09 EXTENSION OF TIME

Amend Paragraph 1.09.B.1 by adding the following subparagraphs:

- 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 A—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.

EXHIBIT A— 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.			

Section 1090 - Measurement and Payment

1.05 PROGRESS PAYMENTS

Add the following new Paragraph D:

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

ADDITIONAL FORMS

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: City of Marshalltown

Owner's Project No.:

Engineer:

Engineer's Project No.:

Contractor:

Contractor's Project No.:

Project:

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:

NOTICE OF ACCEPTABILITY OF WORK

Owner: City of Marshalltown

Owner's Project No.:

Engineer:

Engineer's Project No.:

Contractor:

Contractor's Project No.:

Project:

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:

PART II – TECHNICAL SPECIFICATIONS

SUPPLEMENTAL DIVISION 2 - EARTHWORK

DIVISION 2010 – EARTHWORK, SUBGRADE, AND SUBBASE SPECIAL PROVISIONS

PART 1 - GENERAL

1.08 MEASUREMENT AND PAYMENT

I. Subbase:

1. Measurement: The area of the proposed pavement under which subbase is provided, ~~plus 2 feet on each side~~, will be measured in square yards or in tons.
2. Payment: Payment will be at the unit price per square yard or per 0.1 tons.
3. Includes: Work includes, but is not limited to, furnishing, placing, compacting, and trimming to the proper grade.

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 2 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® TX160 Geogrid or approved equal.

PART 3 – EXECUTION

NO REVISIONS

SUPPLEMENTAL DIVISION 3 - TRENCH AND TRENCHLESS CONSTRUCTION

SECTION 3010 - TRENCH EXCAVATION AND BACKFILL

PART 1 - GENERAL

NO REVISIONS

PART 2 – PRODUCTS

NO REVISIONS

PART 3 – EXECUTION

3.06 (REVISE) PIPE BEDDING AND BACKFILL SEE DIVISION 4

SECTION 3020 - TRENCHLESS CONSTRUCTION (BORING, JACKING, AND TUNNELING)

PART 1 - GENERAL

NO REVISIONS

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.

PART 3 – EXECUTION

NO REVISIONS

SUPPLEMENTAL DIVISION 4 - SEWERS AND DRAINS

SECTION 4010 - SANITARY SEWERS

PART 1 - GENERAL

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.

PART 3 – EXECUTION

3.05 FORCE MAIN INSTALLATION

- A. General: ~~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.

3.06 SANITARY SEWER SERVICE STUBS

- A. Provide sanitary sewer service stubs at locations specified in the contract documents. **No sanitary sewer service shall be connected directly to a manhole. Sanitary sewer services will be connected to the main line piping a minimum distance of 2 feet from any other lateral connection, manhole, or pipe joint with approved wye or insert-a-tee as provided herein.**

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 **new** sanitary sewer services that extend 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: _____

11. 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: _____

12. 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: _____

13. 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): _____

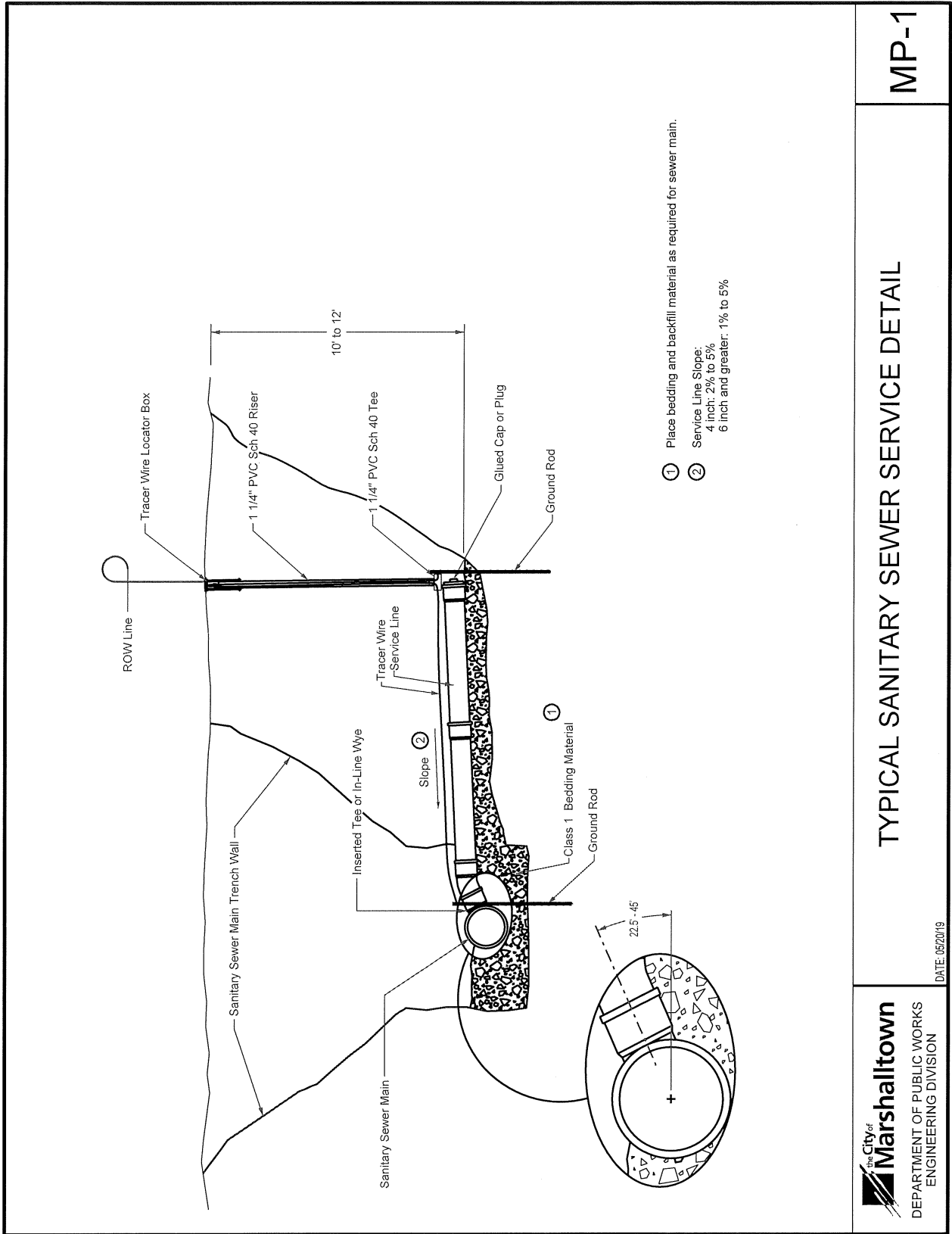
Depth at Main (feet): _____ Depth at Property Line (feet): _____

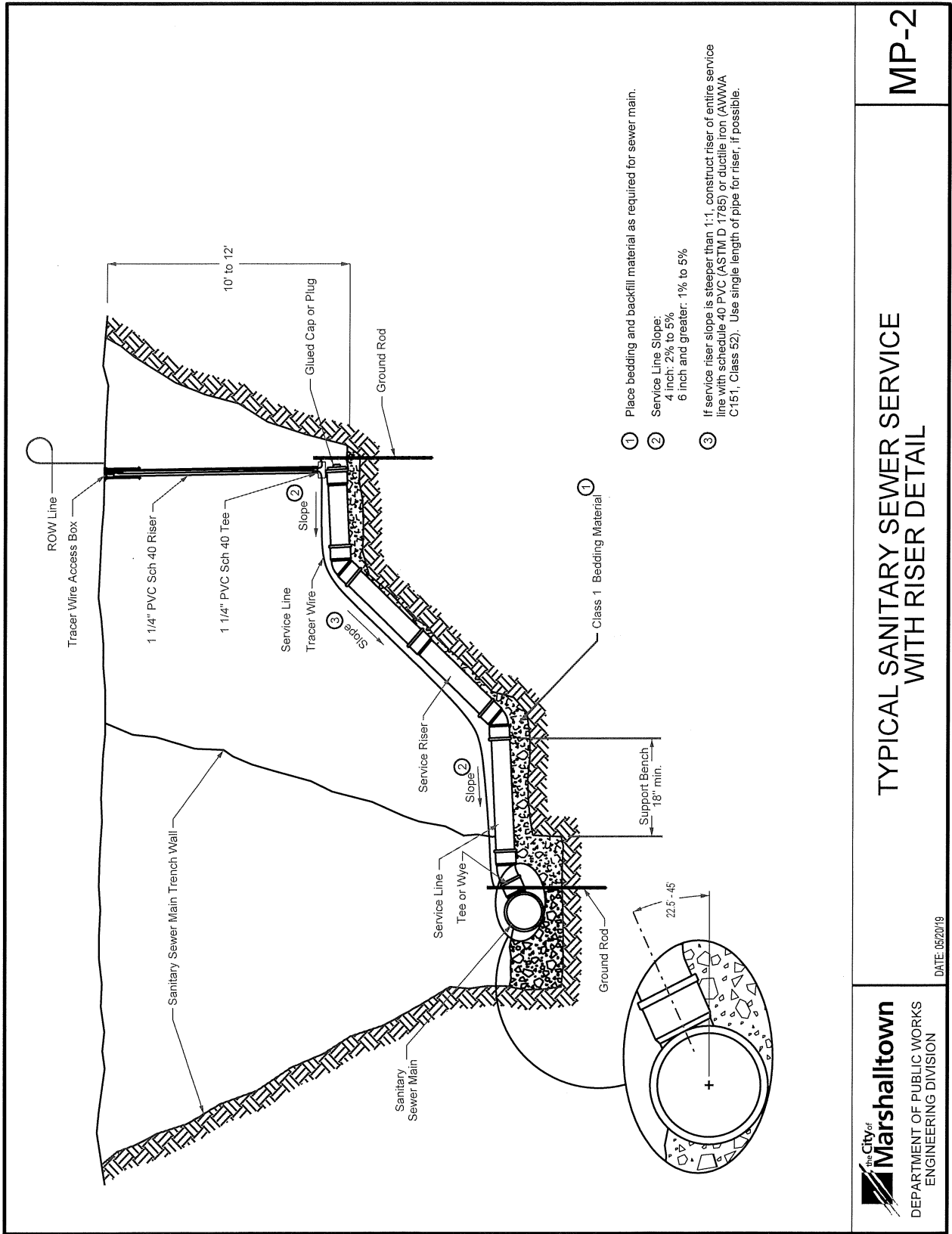
Depth at service end (feet): _____ (NA) if no service

Indicate North:	
○	○
Upstream	Downstream
MH# _____	MH# _____
Station: _____	Station: _____
Wye Station: _____	
Service end Station: _____	
Service Offset Direction/Distance (feet): _____	

Inspector: _____

Department of Public Works
Engineering Division





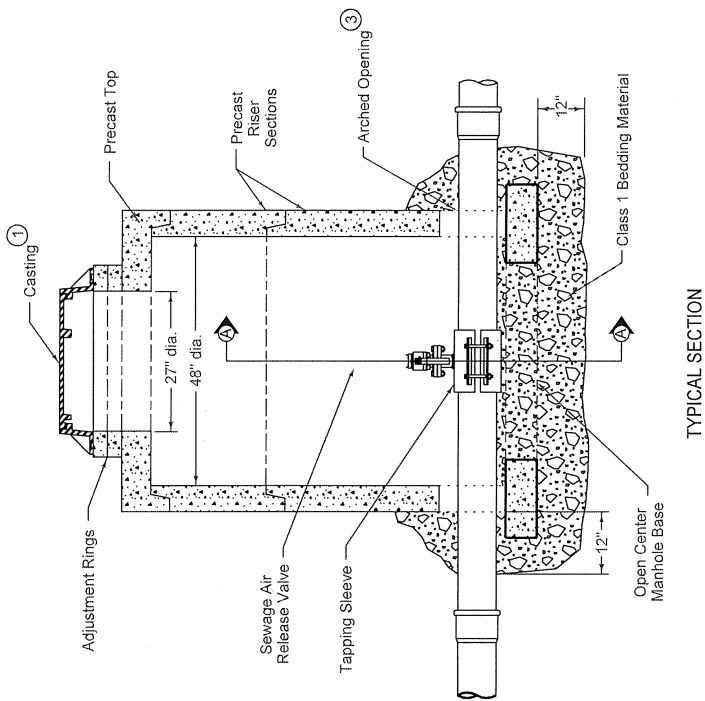
TYPICAL SANITARY SEWER SERVICE WITH RISER DETAIL

MP-2

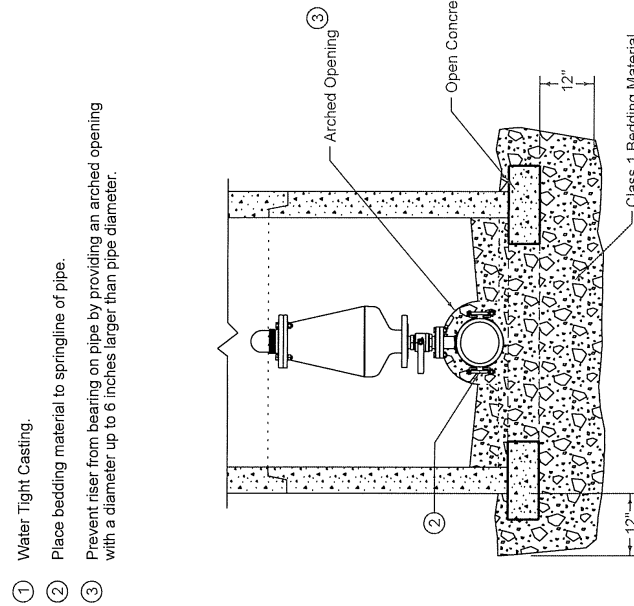


DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

DATE: 05/20/19

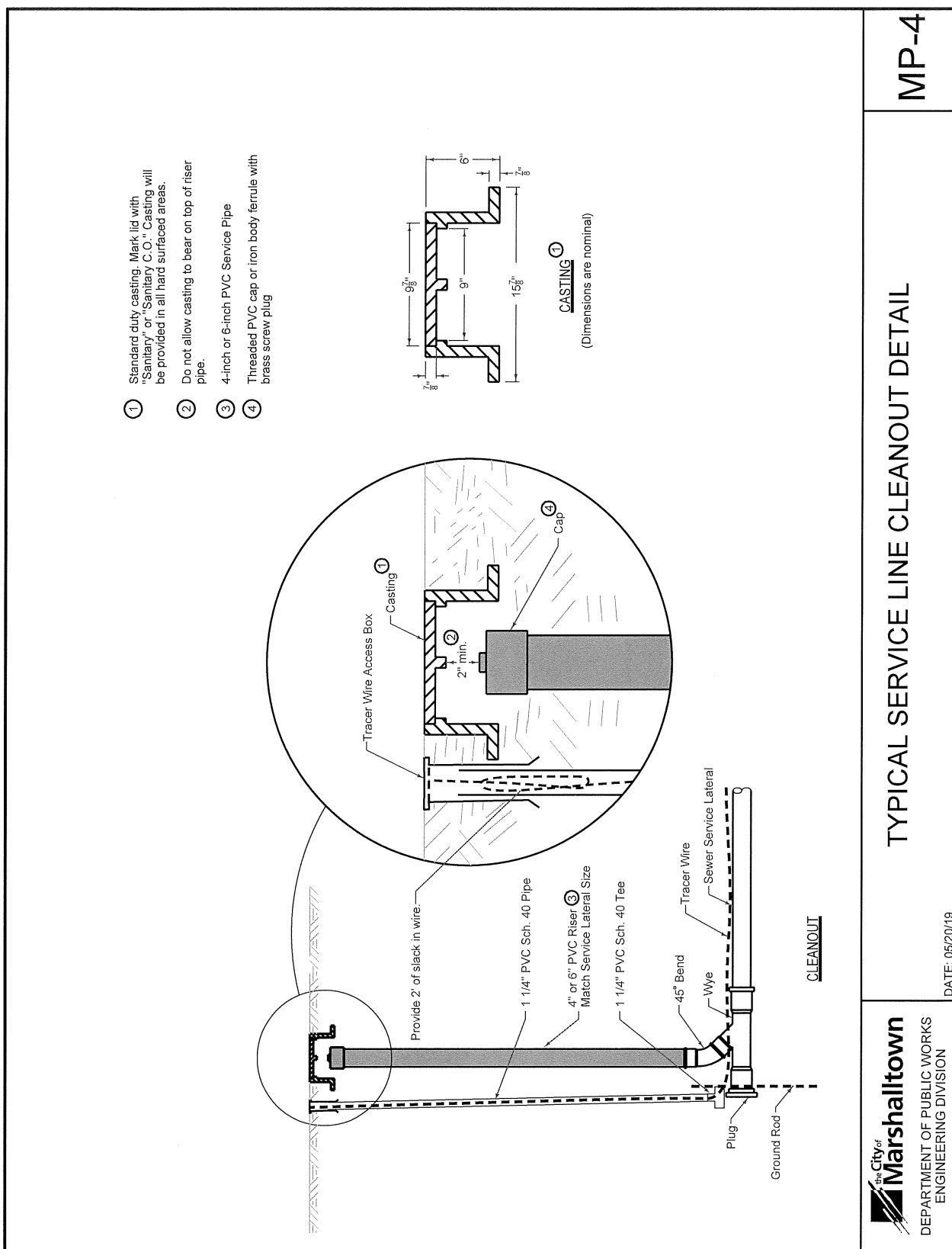


TYPICAL SECTION



SECTION A-A

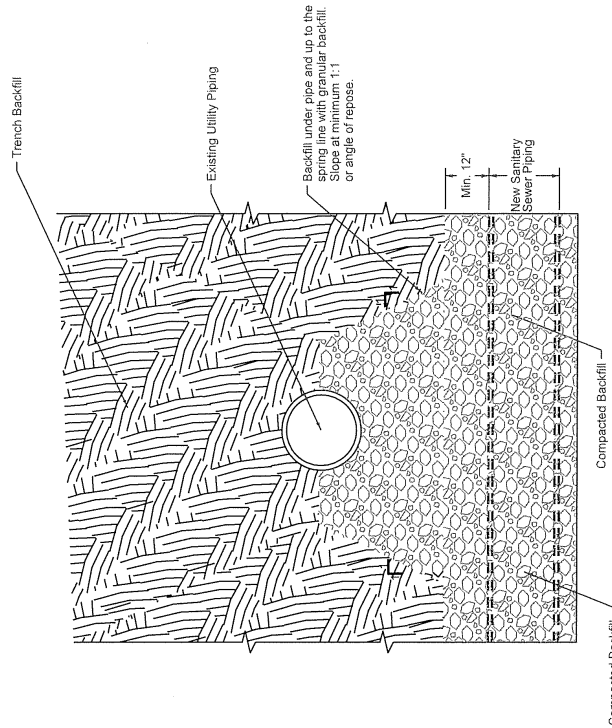
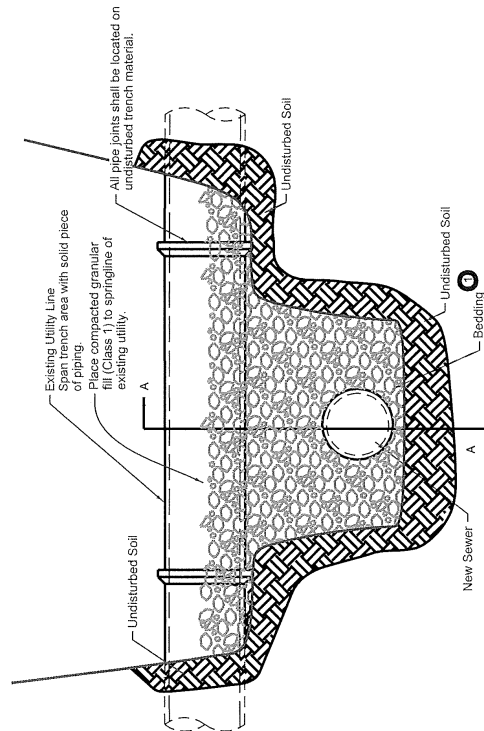
- ① Water Tight Casting.
- ② Place bedding material to springline of pipe.
- ③ Prevent riser from bearing on pipe by providing an arched opening with a diameter up to 6 inches larger than pipe diameter.



The Contractor may, at their option, use flowable mortar to support the existing utility line (sewer lines, water lines, gas lines, etc.) in place of the compacted backfill. Flowable fill will be placed in same configuration as granular backfill or as directed by the Engineer.

Allow flowable mortar fill to cure a minimum of 24 hours before placing backfill material.

- ③ Bedding shall comply with Class 1 gradation. Material shall be placed in lifts not exceeding 12-inches and compacted to 95% Standard proctor density. Care shall be taken not to displace either pipe during backfill.



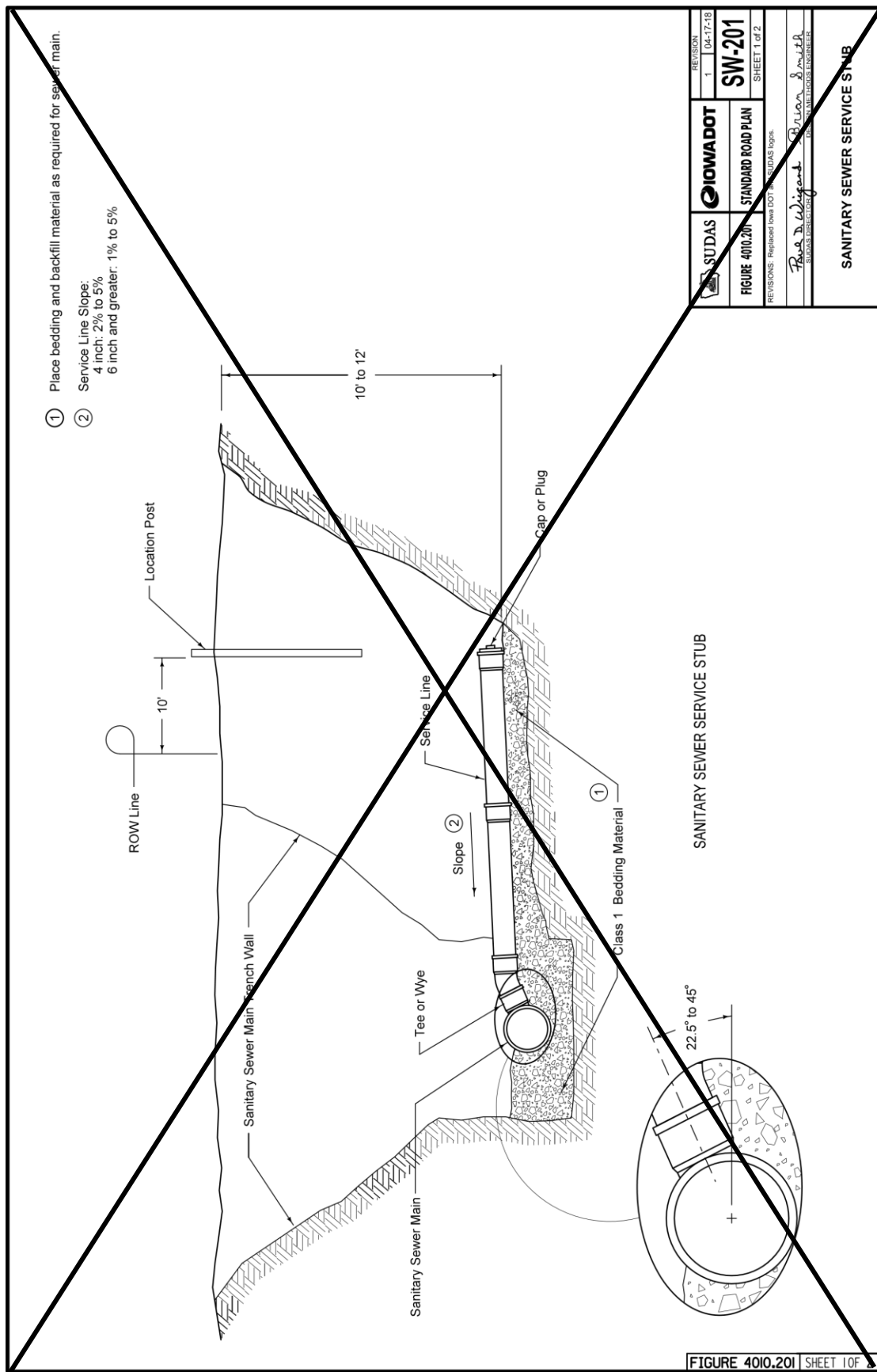
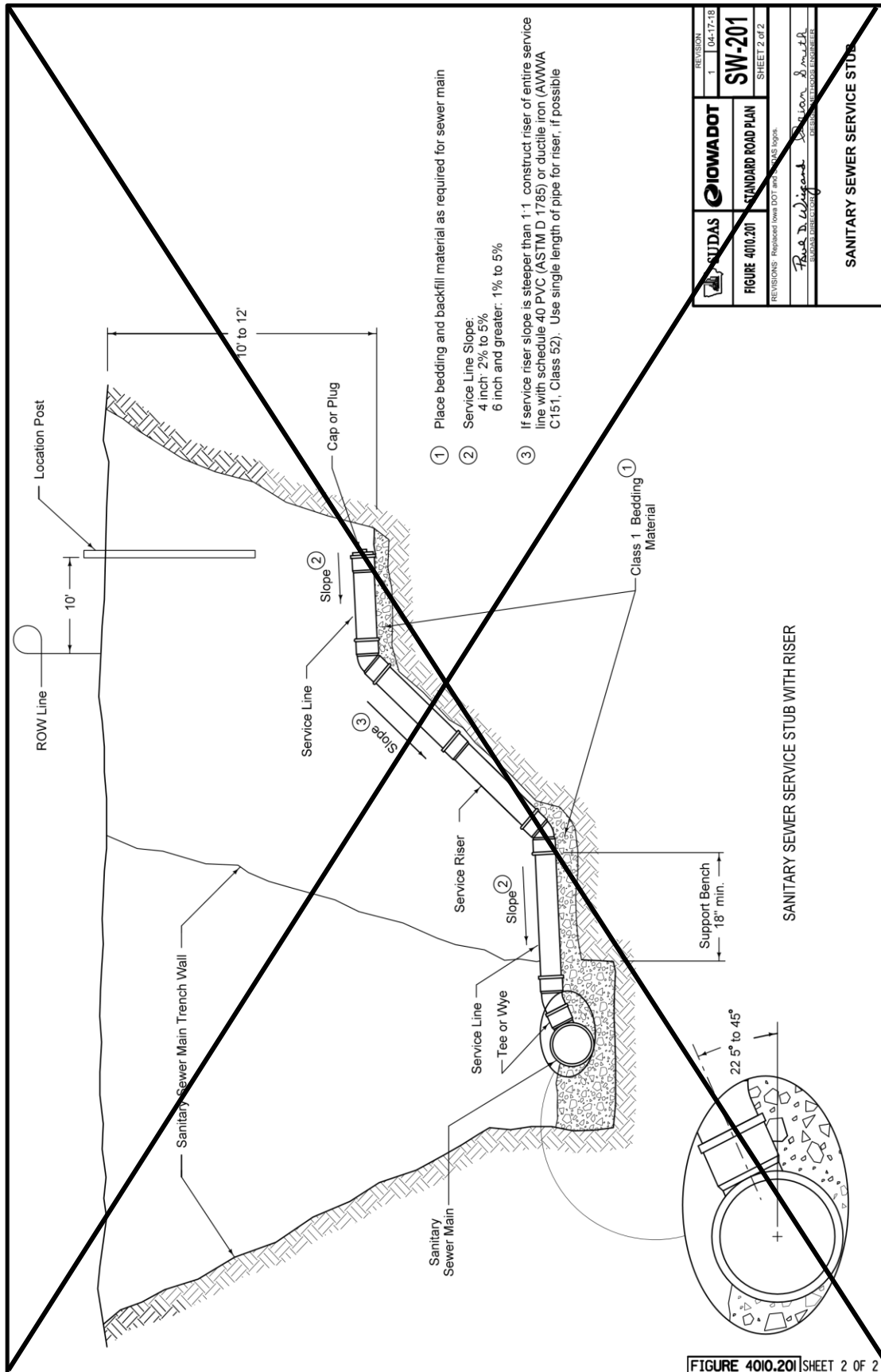
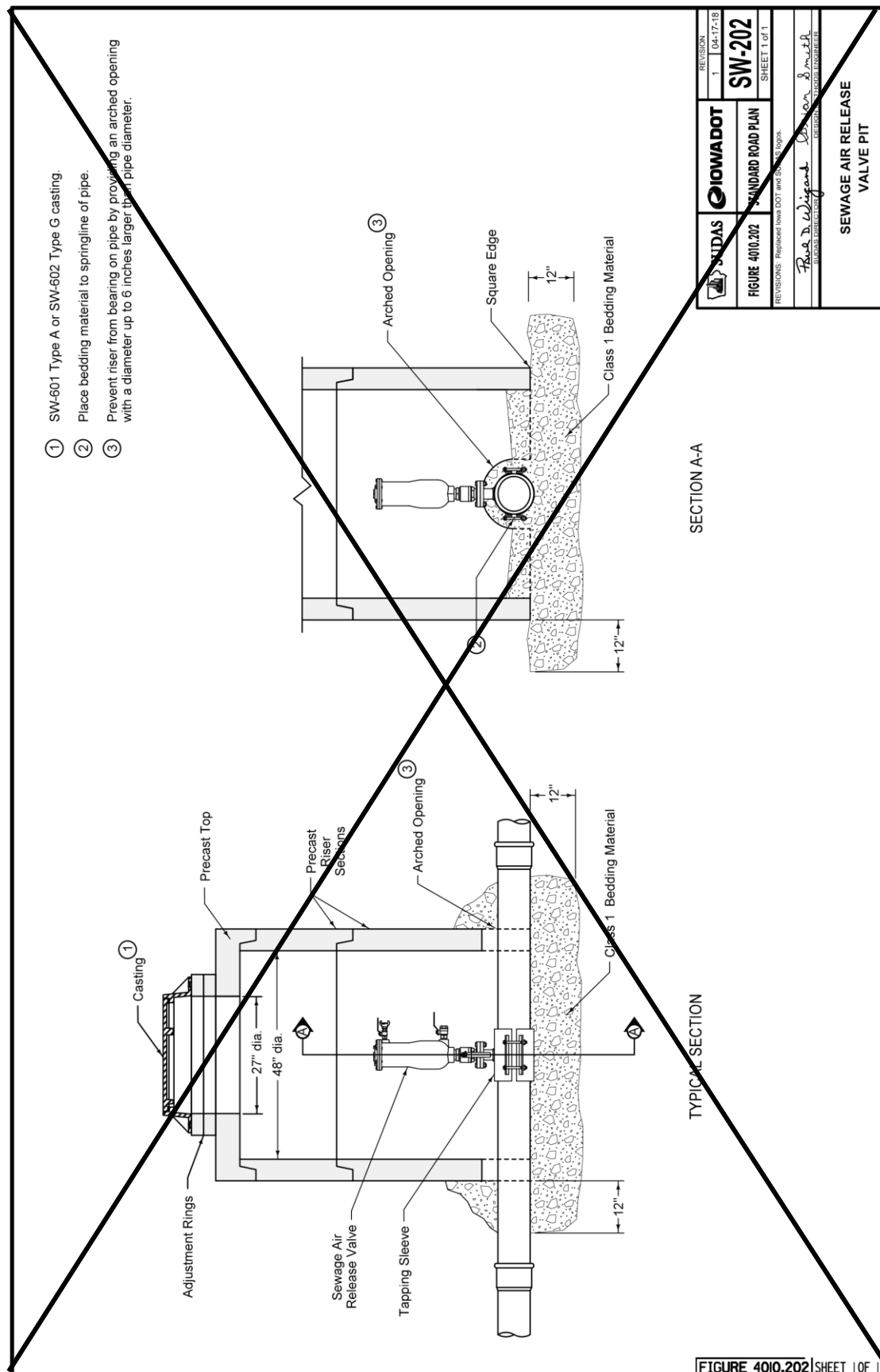
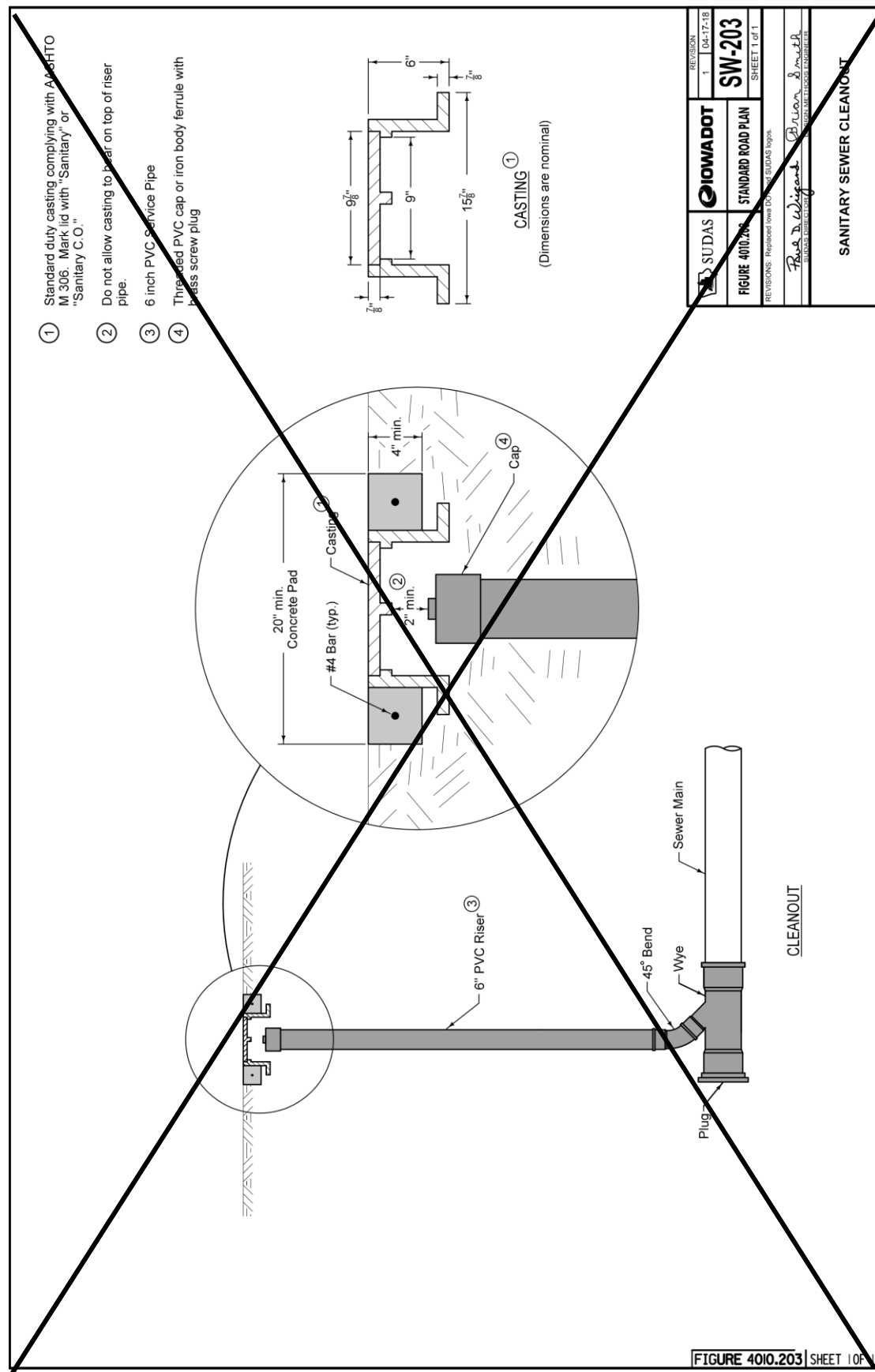


FIGURE 4010.201 SHEET 1 OF 2

 SUDAS		REVISION	1	04-17-18
		FIGURE 4010.201	STANDARD ROAD PLAN	SW-201
		SHEET 1 of 2		
REVISIONS: Replaced Iowa DOT & SUDAS logos.				
Rae D. Wiegand		R. Allen Smith		
PROJECT MANAGER		DESIGNER		
SANITARY SEWER SERVICE STUB				







REVISION	1	04-17-18
FIGURE 4010.203	SW-203	SHEET 1 of 1
FIGURE 4010.203	STANDARD ROAD PLAN	
REVISIONS: Replaced Iowa DOT SW-203 with SUDAS logo.		
Prepared by: <i>Rene D. Wigand</i>	Checked by: <i>Brian Smith</i>	
SUDAS PROJECT NUMBER		

SANITARY SEWER CLEANOUT

SECTION 4020 - STORM SEWERS

PART 1 - GENERAL

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

NO REVISIONS

PART 3 – EXECUTION

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.

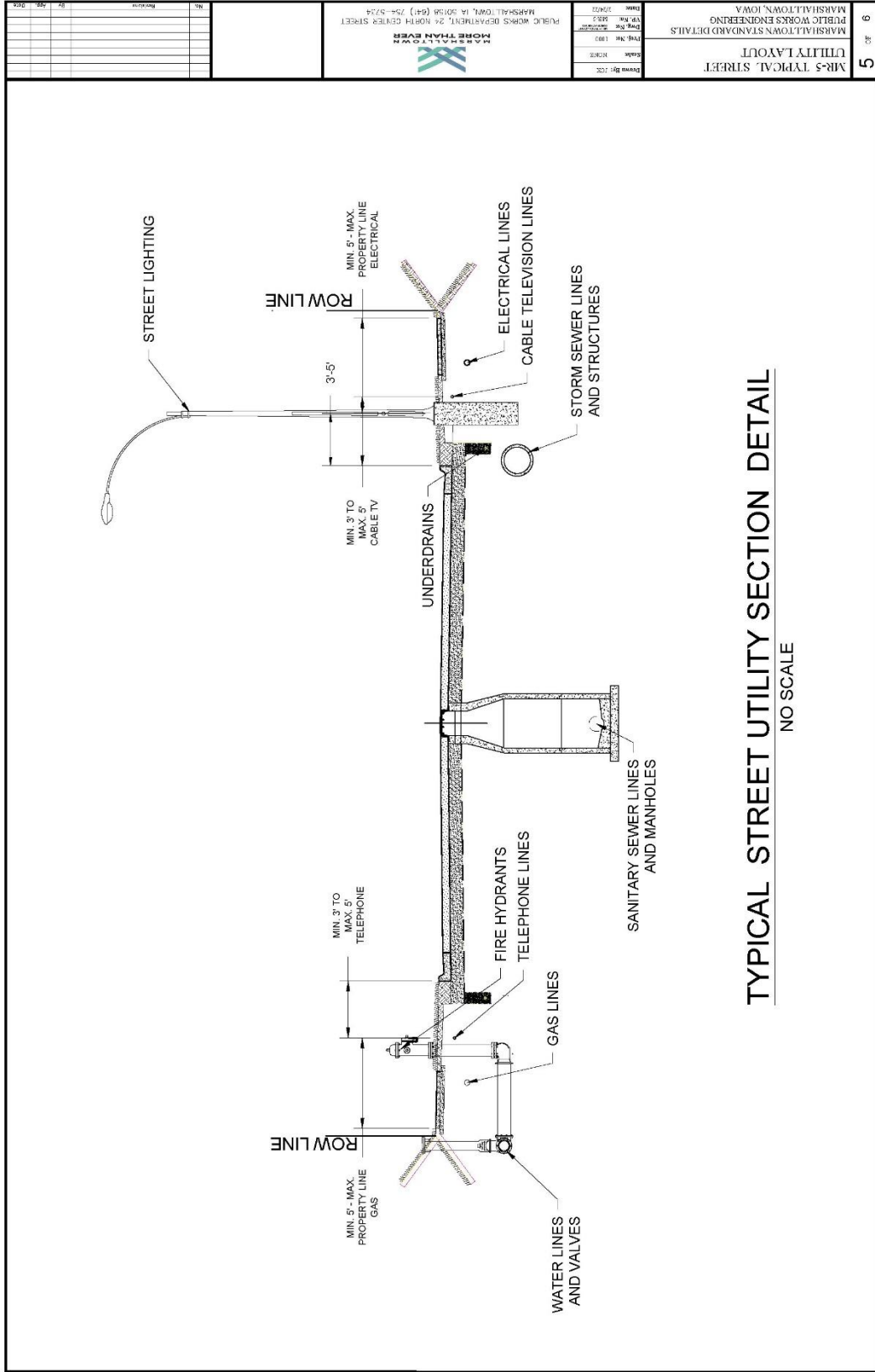
B. Separation of Sewer Force Mains from Water Mains: Separate storm sewer force mains and water mains by a horizontal distance of at least 10 feet unless:

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.

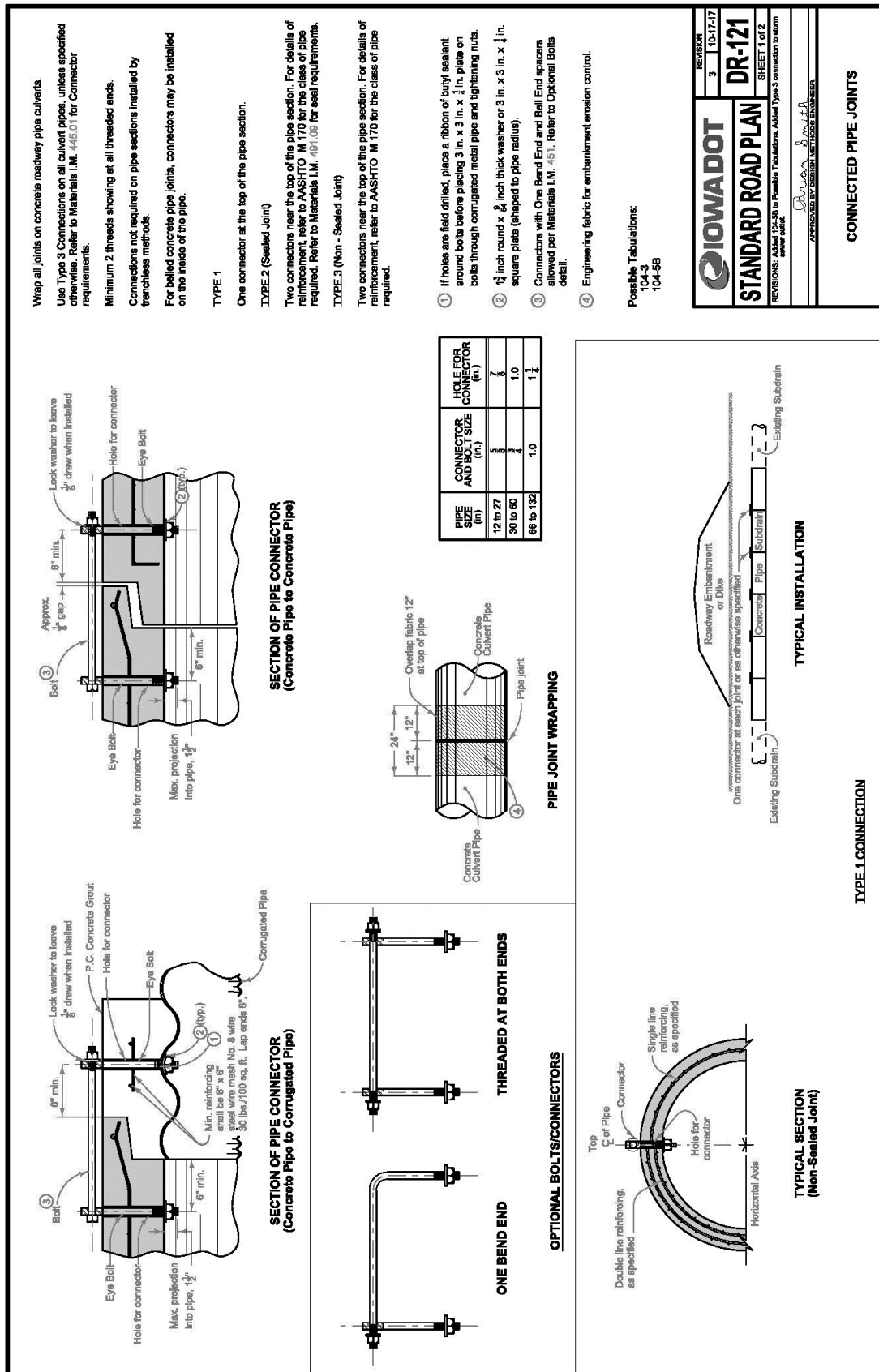
9. (ADD) Use of this pipe material requires specific approval by the Engineer.

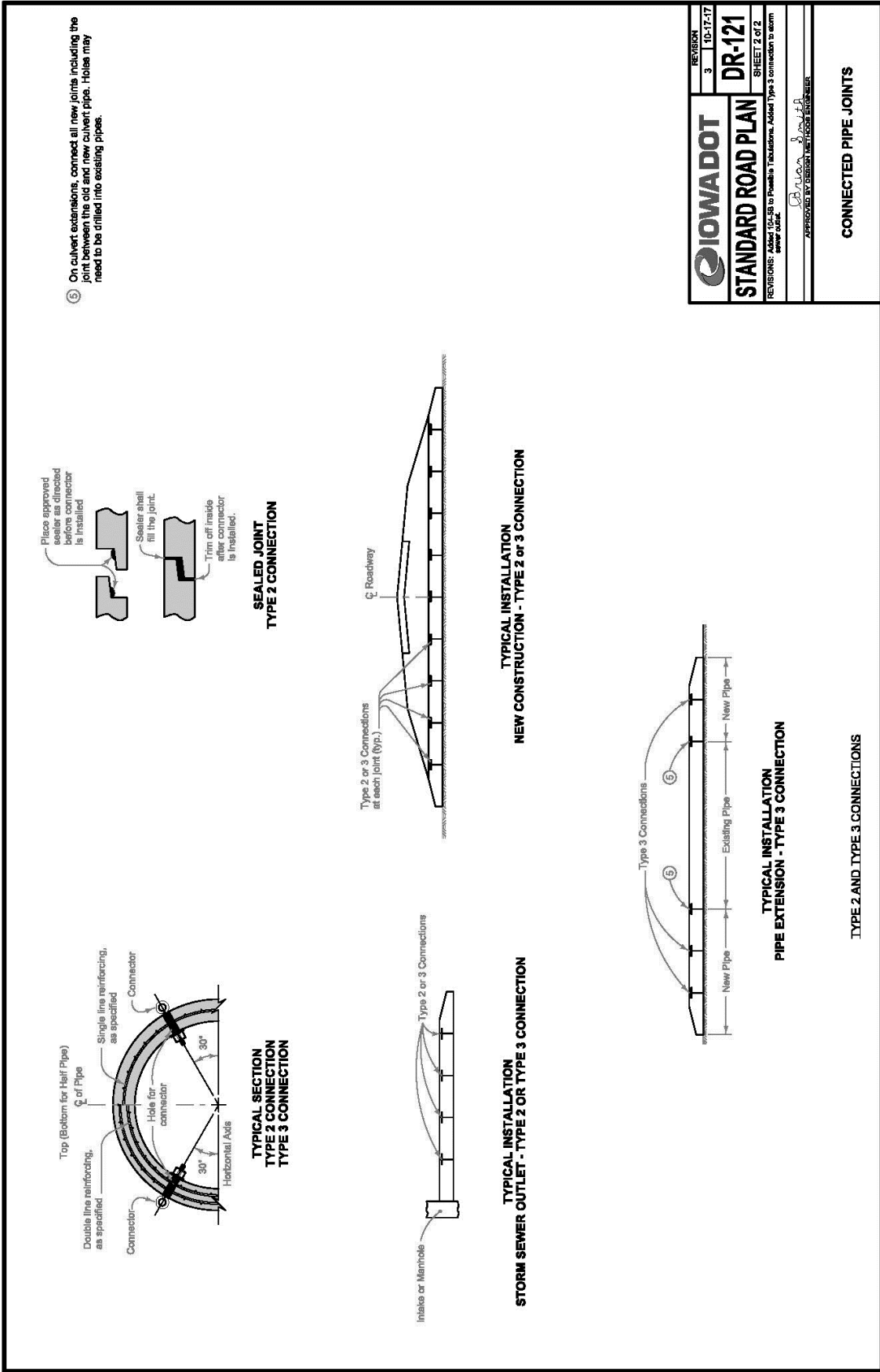
PART 3 - EXECUTION

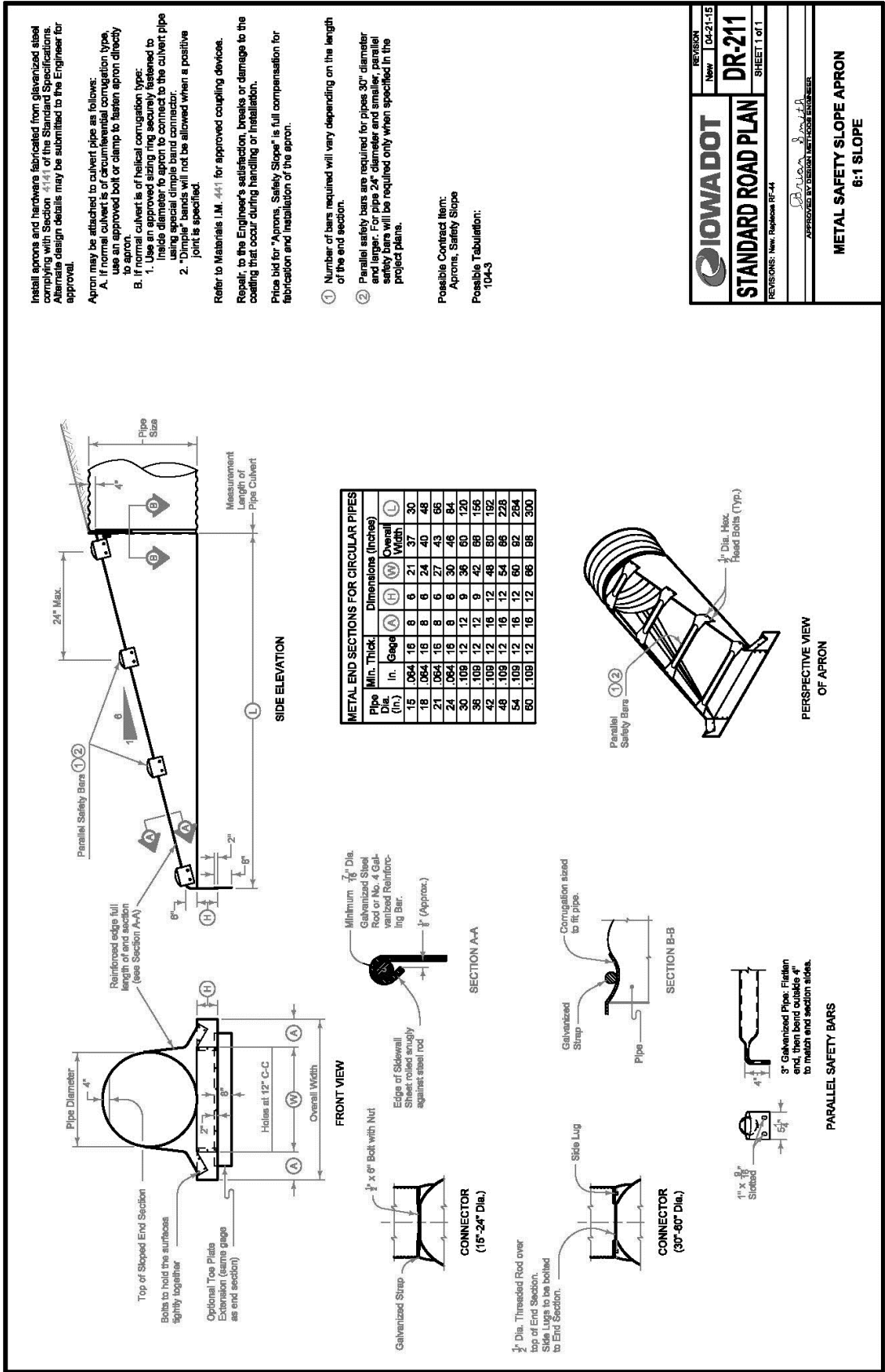
3.04 (ADD) IOWA DOT STANDARD ROAD PLANS

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







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 **SD-201** for construction details.

Possible Contract Item:
Beveled Pipe and Guard

Possible Tabulations:
104-3
112-8



IOWADOT

STANDARD ROAD PLAN

DR-212

SHEET 1 of 1

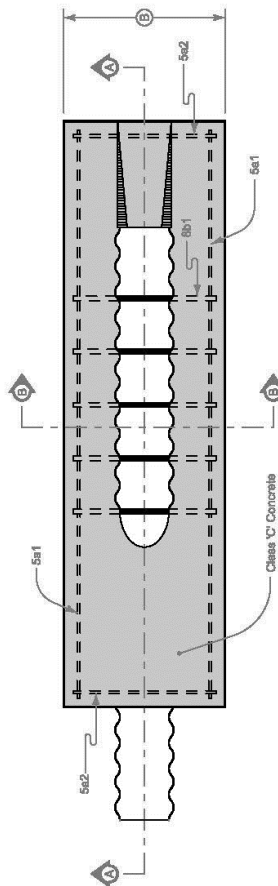
REVISION
New 04-21-15

APPROVED BY DESIGN TECHNICIAN ENGINEER

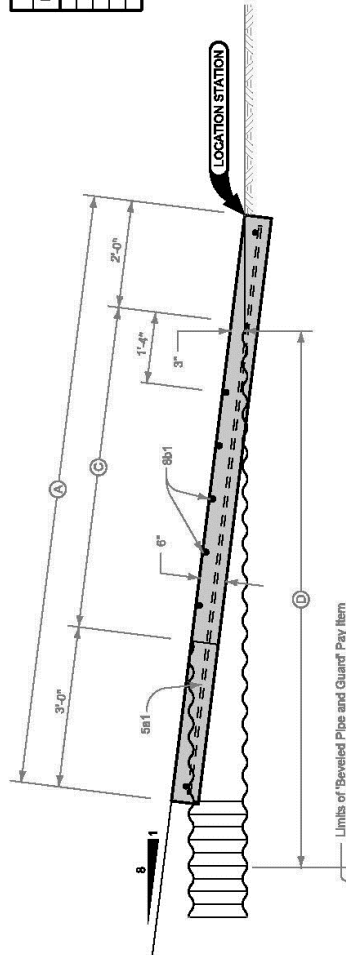
Brian Smith

BEVELED PIPE AND GUARD

PIPE SIZE	(A)	(B)	(C)	(D)
12"	11'-0"	3'-0"	8'-0"	10'-0"
18"	13'-2"	3'-2"	8'-2"	12'-0"
18"	13'-4"	3'-4"	10'-4"	14'-0"
24"	17'-6"	3'-6"	12'-6"	18'-0"
24"	19'-6"	4'-0"	14'-6"	18'-0"

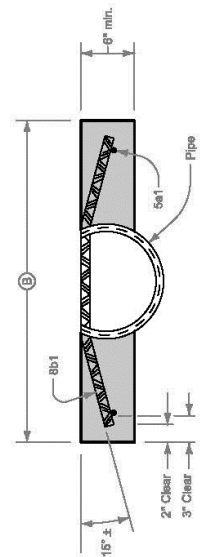


PLAN



REINFORCING BAR LIST						TOTAL	
PIPE SIZE	BAR	LOCATION	SHAPE	COUNT	LENGTH	WEIGHT	SPACING
12"	5s1	Base	—	2	10'-0"	22.3	See Detail
	5s2	Base	—	2	2'-0"	5.8	See Detail
	8s1	Base	—	5	2'-0"	37.9	12"
18"	5s1	Base	—	2	12'-10"	26.7	See Detail
	5s2	Base	—	2	2'-11"	6.2	See Detail
	8s1	Base	—	7	3'-1"	21.6	12"
18"	5s1	Base	—	2	15'-0"	30.0	See Detail
	5s2	Base	—	2	3'-2"	6.4	See Detail
	8s1	Base	—	9	3'-4"	30.0	12"
21"	5s1	Base	—	2	17'-2"	34.4	See Detail
	5s2	Base	—	2	3'-5"	6.9	See Detail
	8s1	Base	—	11	3'-7"	39.5	12"
24"	5s1	Base	—	2	19'-4"	38.7	See Detail
	5s2	Base	—	2	3'-6"	7.4	See Detail
	8s1	Base	—	13	3'-10"	48.9	12"

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 2 – PRODUCTS

NO REVISIONS

PART 3 - EXECUTION

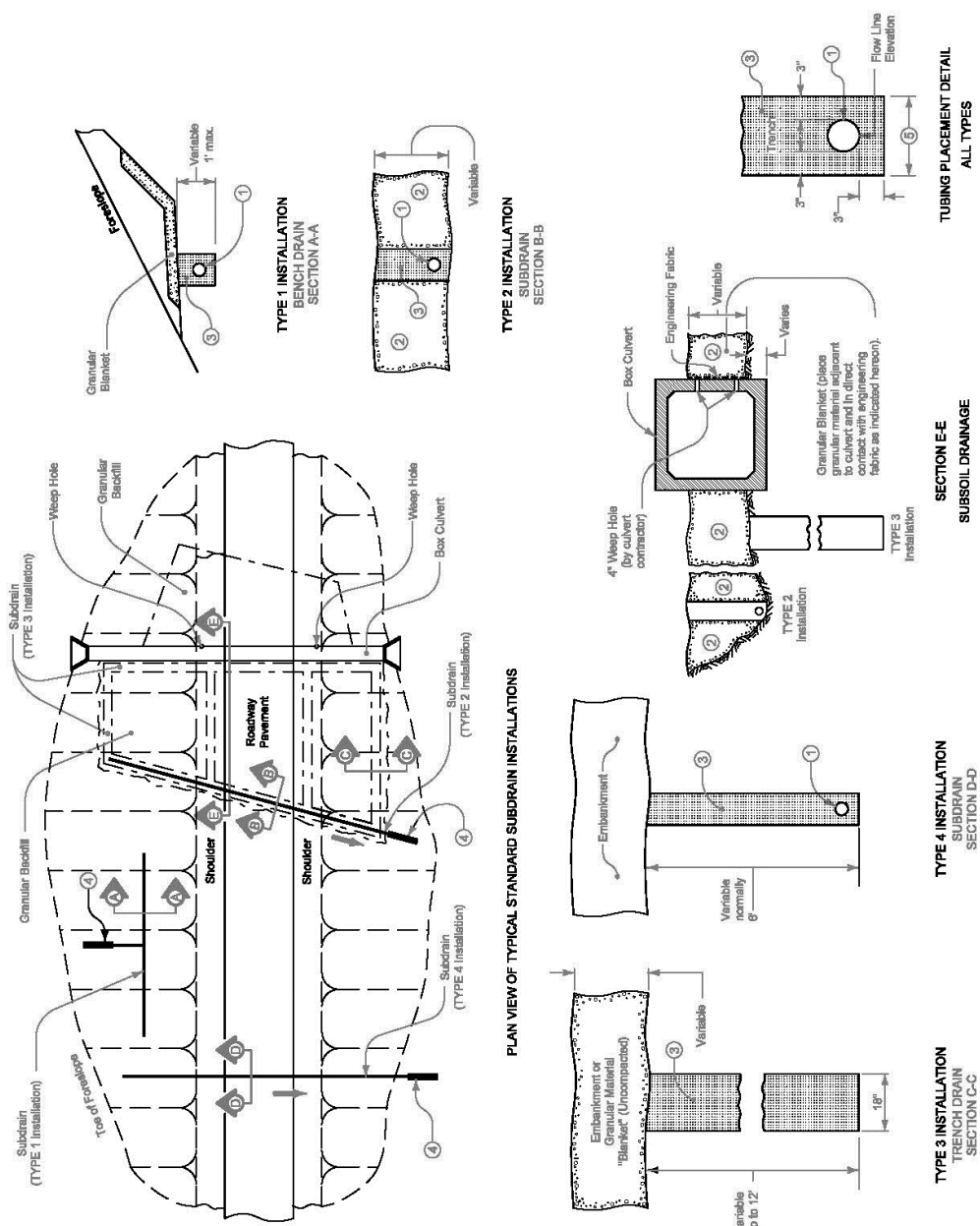
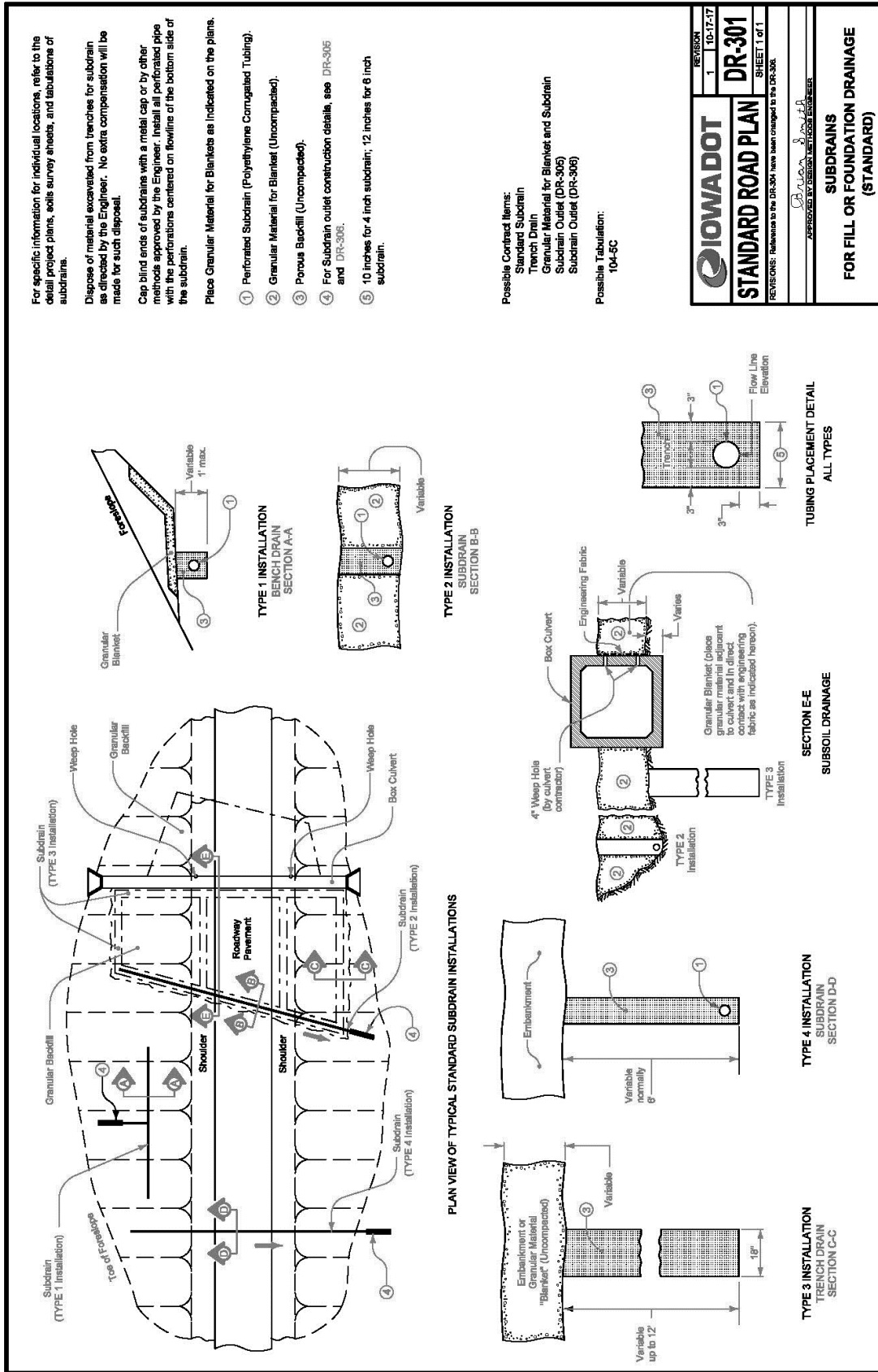
3.01 SUBDRAINS

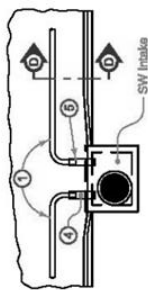
- A. Install Type 1 or Type 2 subdrain where specified in the contract documents. Comply with Figure 4040.231 (ADD), DR-301, and DR-303.
- C. Provide outlets where specified in the contract documents.
 - 3. (ADD) Comply with 4040.233 and DR-306 for outlets to grade.

3.04 (ADD) IOWA DOT STANDARD ROAD PLANS

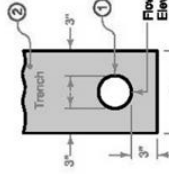
A. Add the following details:

- 1. DR-301 Subdrains for Fill or Foundation Drainage (Standard)
- 2. DR-303 Subdrains (Longitudinal)
- 3. DR-306 Precast Concrete Headwall for Subdrain Outlets.

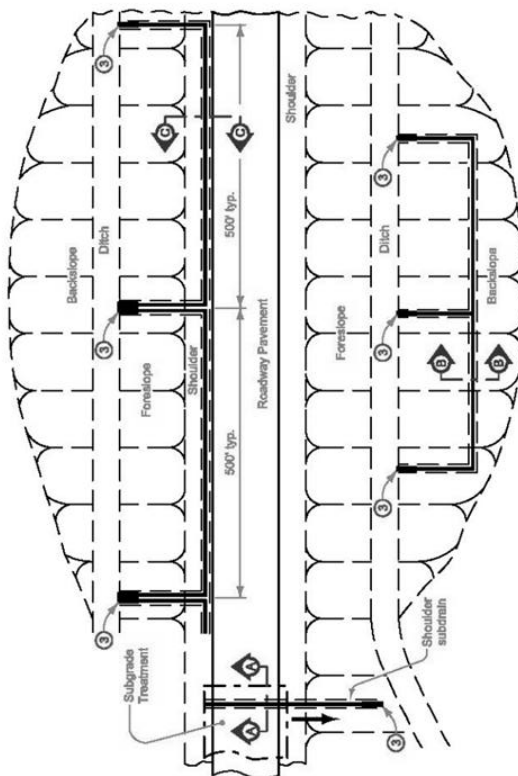




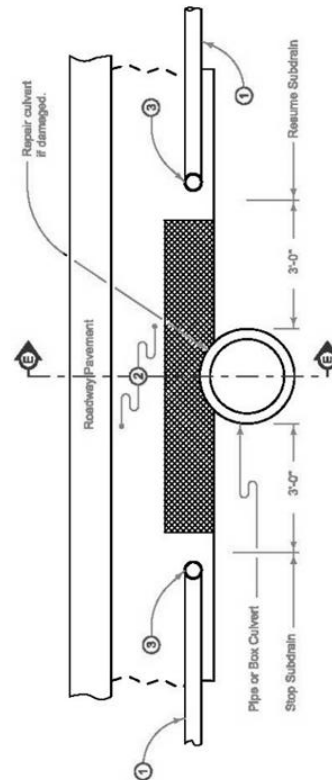
INTAKE OUTLET



TRENCH PLACEMENT
ALL TYPES



PLAN



TRENCH REPAIR AT PIPE CULVERT ⑦

SECTION E-E

When culverts which are less than 1 foot below the trench bottom are encountered within a tabulated subdrain, stop the trench 3 feet from the culvert and resume 3 feet beyond the culvert.

On new construction projects, place the subdrain after the special backfill. If required, and prior to granular or paved shoulder material.

Except for backslope installations, if the Contractor's operations result in a trench, place and compact granular shoulder material in the trench to be level with the adjacent surface prior to opening lanes to traffic.

- ① Perforated Subdrain (Corrugated Polyethylene Tubing).
- ② Porous Backfill for Subdrain (compacted).
- ③ Subdrain outlets. See DR-306.

- ④ 2 foot section of corrugated metal pipe of diameter 2" larger than subdrain or 2 foot section of double-walled PE or PVC pipe of the same diameter as subdrain. Pipe will be paid for as "Subdrain Outlet (DR-303)".

- ⑤ Connect PE or PVC outlet with an appropriate coupler. Connect CMP outlet one of two ways: (1) Inside-fit reducer coupler (1 foot minimum fit inside CMP); or (2) Insert 1 foot of the 4 inch subdrain into 6 inch CMP and fully seal entire opening with grout.

- ⑥ Place porous backfill in direct contact with a minimum of 2 inches of pavement and continuous to shoulder material as per note 10 or 11.

- ⑦ If the trench is inadvertently carried over the culvert, repair the trench as detailed on this sheet. If obstruction is 1 foot or more below trench bottom, carry subdrain line over in continuous alignment. No payment will be made for trench repair.

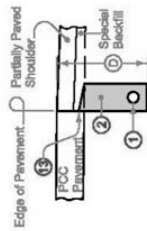
- ⑧ 10 inches for 4 inch subdrain, 12 inches for 6 inch subdrain.

Possible Contract Items:
Subdrain, Longitudinal, (Backslope)
Subdrain, Longitudinal, (Shoulder)
Subdrain Outlet (DR-303)
Subdrain Outlet (DR-306)

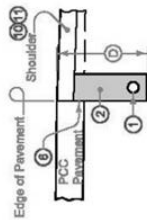
Possible Tabulation:
104-9

IOWA DOT	REVISION
	3 10-17-17
STANDARD ROAD PLAN	DR-303
	SHEET 1 of 2
REVISIONS: References to the DR-303 have been changed to the DR-306.	
APPROVED BY DESIGN AND CONSTRUCTION	
SUBDRAINS (LONGITUDINAL)	

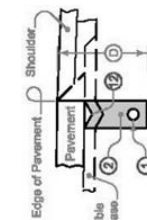
- 1 Perforated Subdrain (Corrugated Polyethylene Tubing).
- 2 Porous Backfill for Subdrain (compacted).
- 3 Place porous backfill in direct contact with a minimum of 2 inches of pavement and continuous to shoulder material as per notes 11 or 12.
- 4 Install subdrain as cut proceeds.
- 5 On existing Granular or Earth Shoulders, replace with 4 inch minimum depth granular shoulder material.
- 6 On Paved Shoulders, refer to Section 2502 of the Standard Specifications for finishing shoulder.
- 7 Cut "V" notch just prior to subbase (if proposed) or pavement placement to assure unconfined contact.
- 8 Place top of subdrain trench at the bottom of pavement Backfill trench so that a wedge of porous backfill has a minimum vertical contact of 2 inches with the pavement.



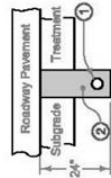
TYPE 7B INSTALLATION
SECTION C-C



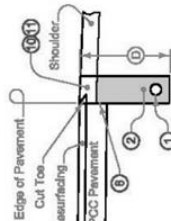
TYPE 7A INSTALLATION
SECTION C-C



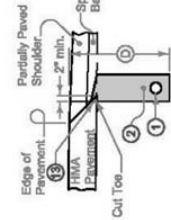
TYPE 6 INSTALLATION
SECTION C-C
For Drain Placement Prior to
Subbase or Pavement Placement



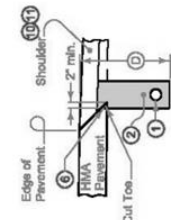
TYPE 5 INSTALLATION
SECTION A-A
Subgrade Treatment Subdrain



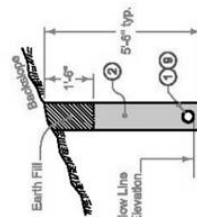
TYPE 9 INSTALLATION
SECTION C-C
Composite Pavement
with Existing Shoulder



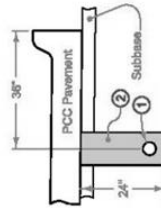
TYPE 8B INSTALLATION
SECTION C-C



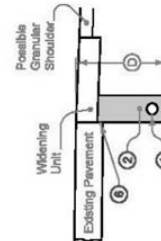
TYPE 8A INSTALLATION
SECTION C-C



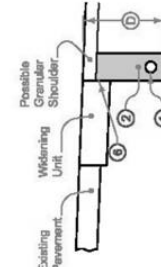
TYPE 11 INSTALLATION
SECTION B-B
Backslope



TYPE 12 INSTALLATION
SECTION D-D

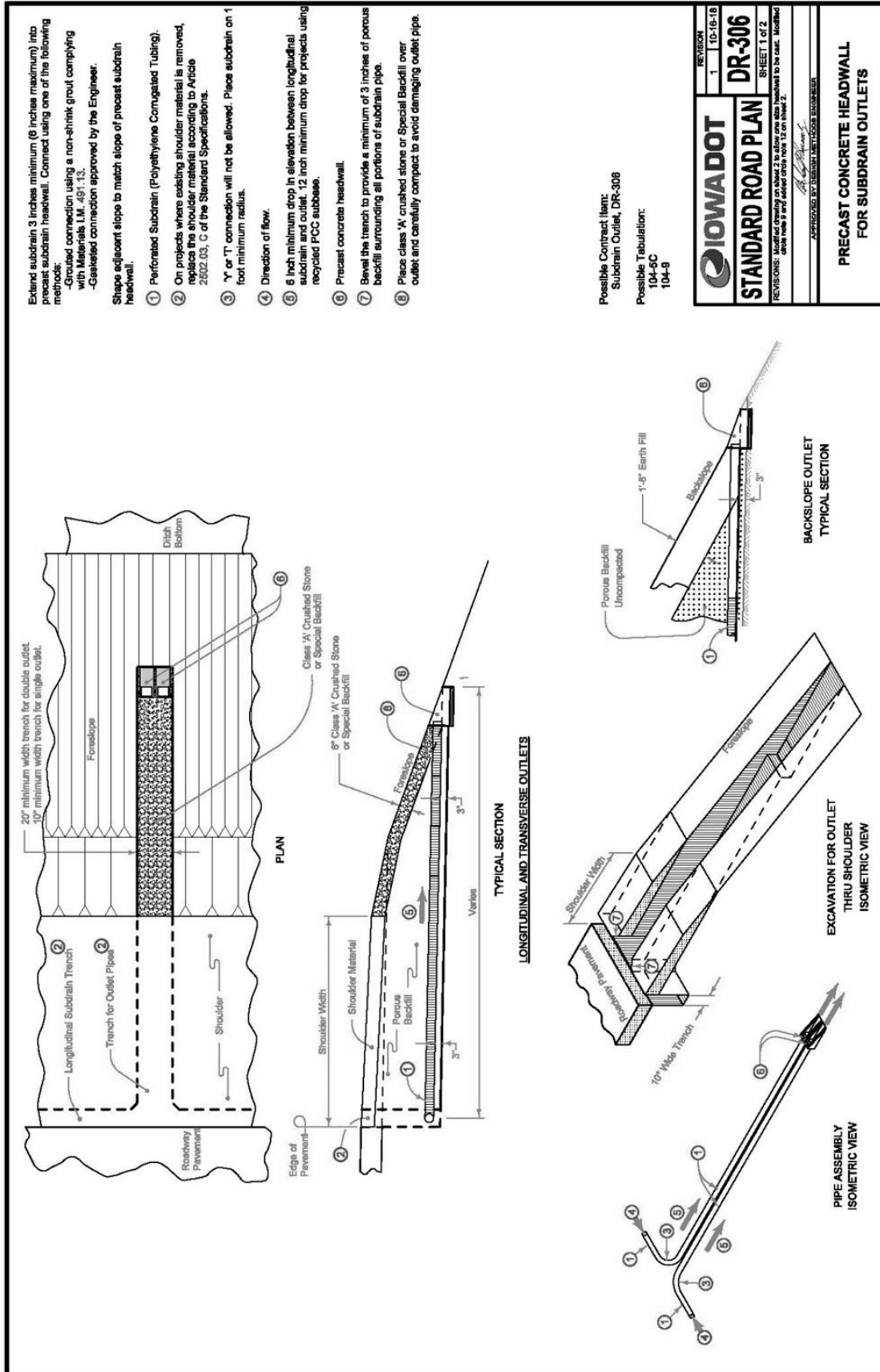


TYPE 13 INSTALLATION
SECTION C-C
For New Widening Unit if
Thinner than Existing Pavement



TYPE 14 INSTALLATION
SECTION C-C
For New Widening Unit if
Thicker than Existing Pavement

IOWA DOT	REVISION	3	10-12-17
	STANDARD ROAD PLAN	DR-303	SHEET 2 of 2
REVISIONS: Reference to the DR-301 have been changed to the DR-303.			
APPROVED BY DESIGN DIVISION SUPERVISOR			
SUBDRAINS (LONGITUDINAL)			

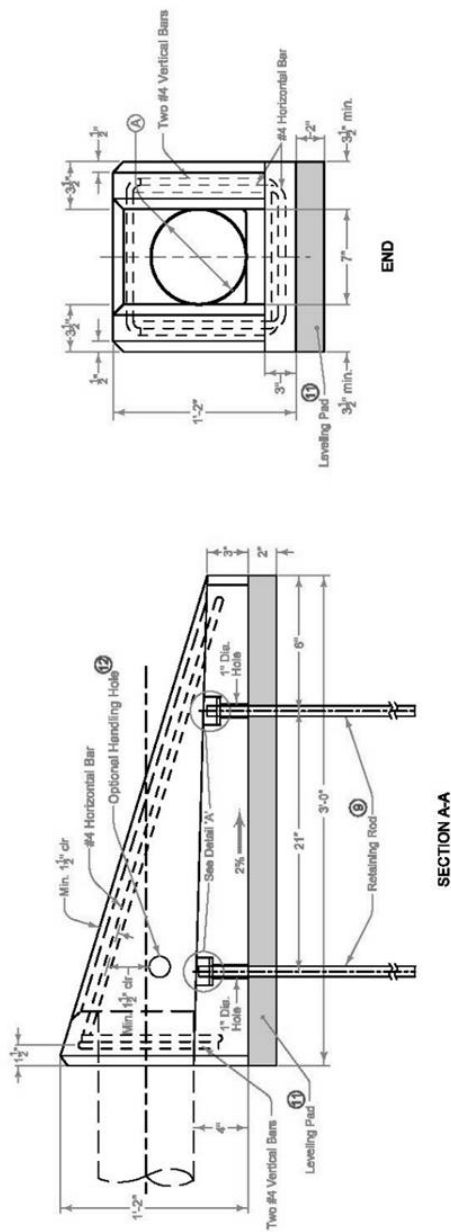


The technical drawings illustrate the dimensions and components of a retaining rod:

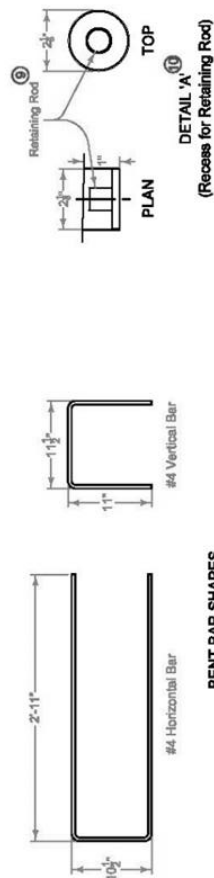
- TOP View:** Shows a circular cross-section with a central hole. The hole has a diameter of $\frac{1}{8}$ " and is labeled "Drilled Hole". The outer diameter of the rod is 2". A dimension of $\frac{3}{4}$ " is shown from the center to the edge, and a dimension of $\frac{1}{4}$ " is shown from the center to the hole edge. The label "TOP" is at the bottom.
- ELEVATION View:** Shows the rod in profile. The total length is 5". The rod has a diameter of $\frac{3}{4}$ " and is labeled "Retaining Rod". The end view shows a "Pin" with a diameter of $\frac{1}{8}$ ". The label "ELEVATION" is at the bottom.
- PLAN View:** Shows the rod in a perspective view. The rod is labeled "Retaining Rod". The end view shows a "Pin" with a diameter of $\frac{1}{8}$ ". The rod is surrounded by "Two #4 Vertical Bars" and "Two #4 Horizontal Bars (Continued)". The label "PLAN" is at the bottom.

- ⑥ ASTM A36 Steel galvanized according to ASTM A123 or ASTM F2320 after shop welding is complete.
- ⑦ After installing rebar and fill, rebar with bituminous material complying with ASTM C990 to prevent moisture infiltration.
- ⑧ Granular material complying with Section 4133 of the Standard Specifications.
- ⑨ Maximum diameter 2 inches. Fill hole with soil light plug after placing headwall and before placing backfill.

DIMENSION	4" DIA PIPE	6" DIA PIPE
(A)	5"	7"



SECTION A-A



QIOWA DOT		REVISION	
		1	10-16-18
STANDARD ROAD PLAN		DR-306	
		SHEET 2 of 2	
REVISIONS: Modified existing on sheet 2 to show one side hatched to the east. Modified center line if it and added center line to on sheet 2.			
 AUTHORIZED BY REGION 10 HIGHWAY ENGINEER			

PRECAST CONCRETE HEADWALL FOR SUBDRAIN OUTLETS

SECTION 4050 - PIPE REHABILITATION

PART 1 - GENERAL

NO REVISIONS

PART 2 – PRODUCTS

NO REVISIONS

PART 3 – EXECUTION

NO REVISIONS

SECTION 4060 - CLEANING, INSPECTION, AND TESTING OF SEWERS

PART 1 - GENERAL

NO REVISIONS

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.

SUPPLEMENTAL DIVISION 5 – WATER MAINS AND APPURTENANCES

(SEE MARSHALLTOWN WATER WORKS RULES AND REGULATIONS)

SUPPLEMENTAL DIVISION 6 - STRUCTURES FOR SANITARY AND STORM SEWER

SECTION 6010 - STRUCTURES FOR SANITARY AND STORM SEWERS

PART 1 - GENERAL

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-7.2, 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-7.2, 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-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. 6010.513 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

14. 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

15. 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

16. 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)

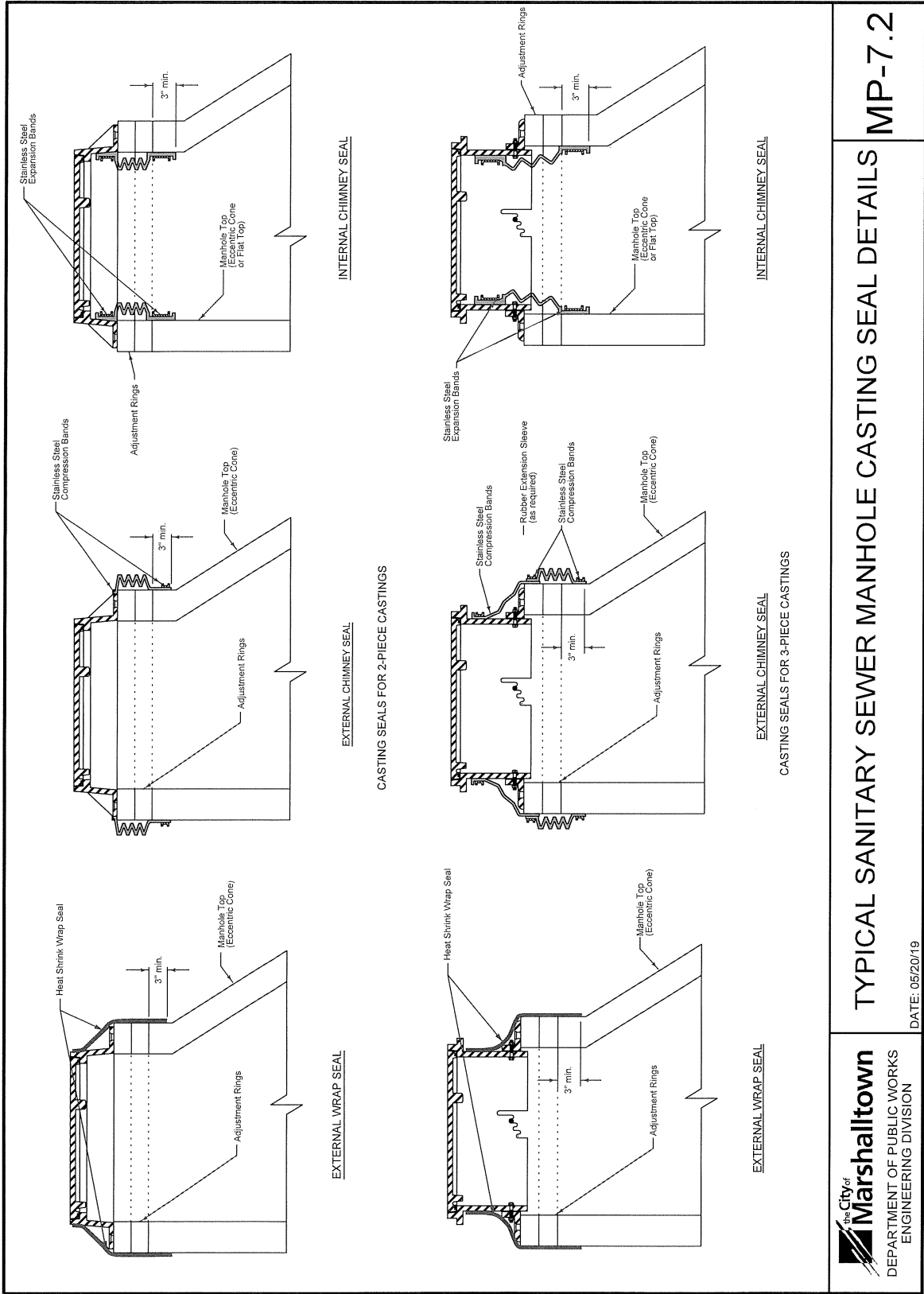
CONCLUSION: Complies: Yes _____ No _____

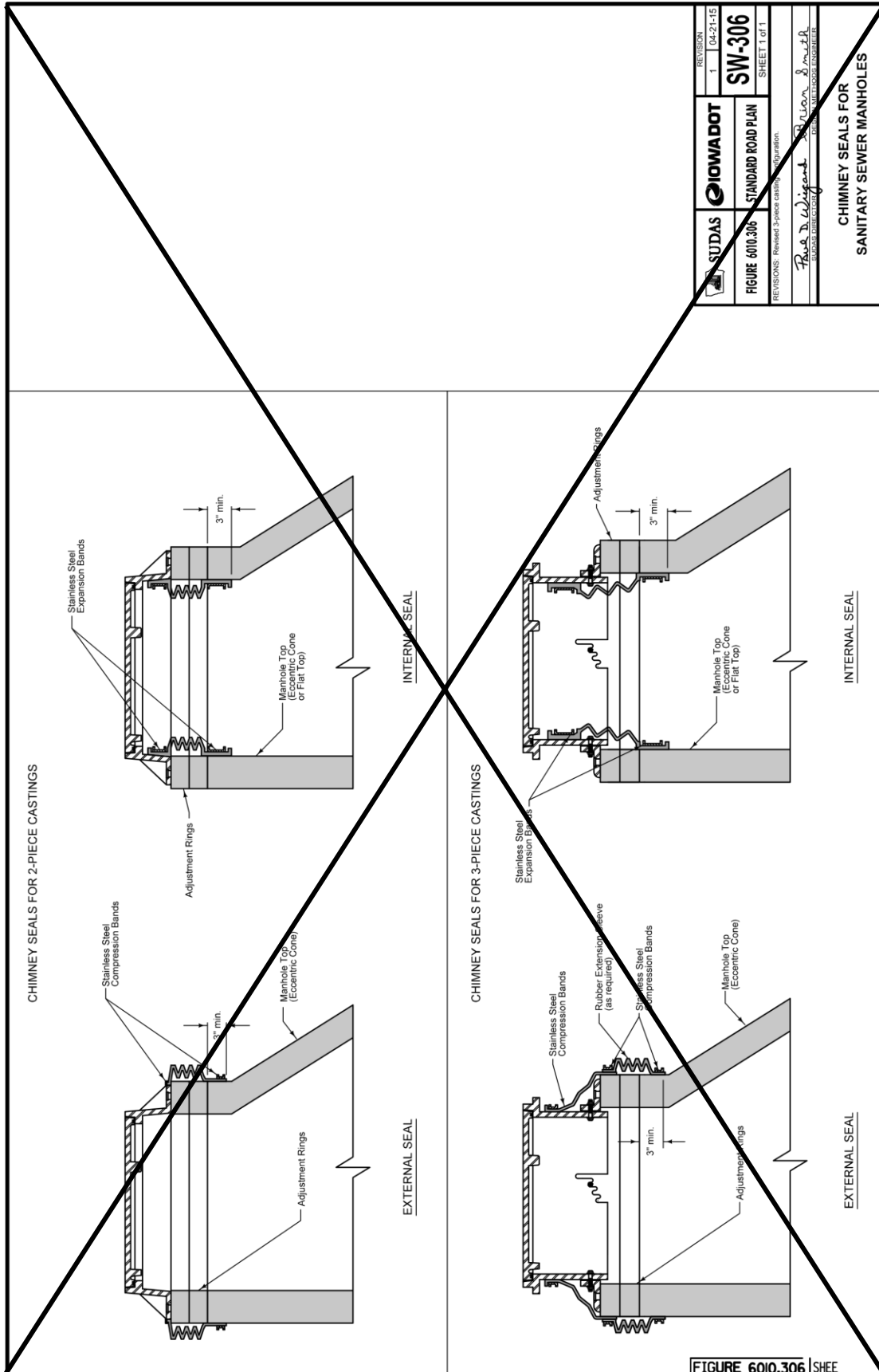
Testing procedures observed and
Information recorded by:

Results reviewed and affirmed by:

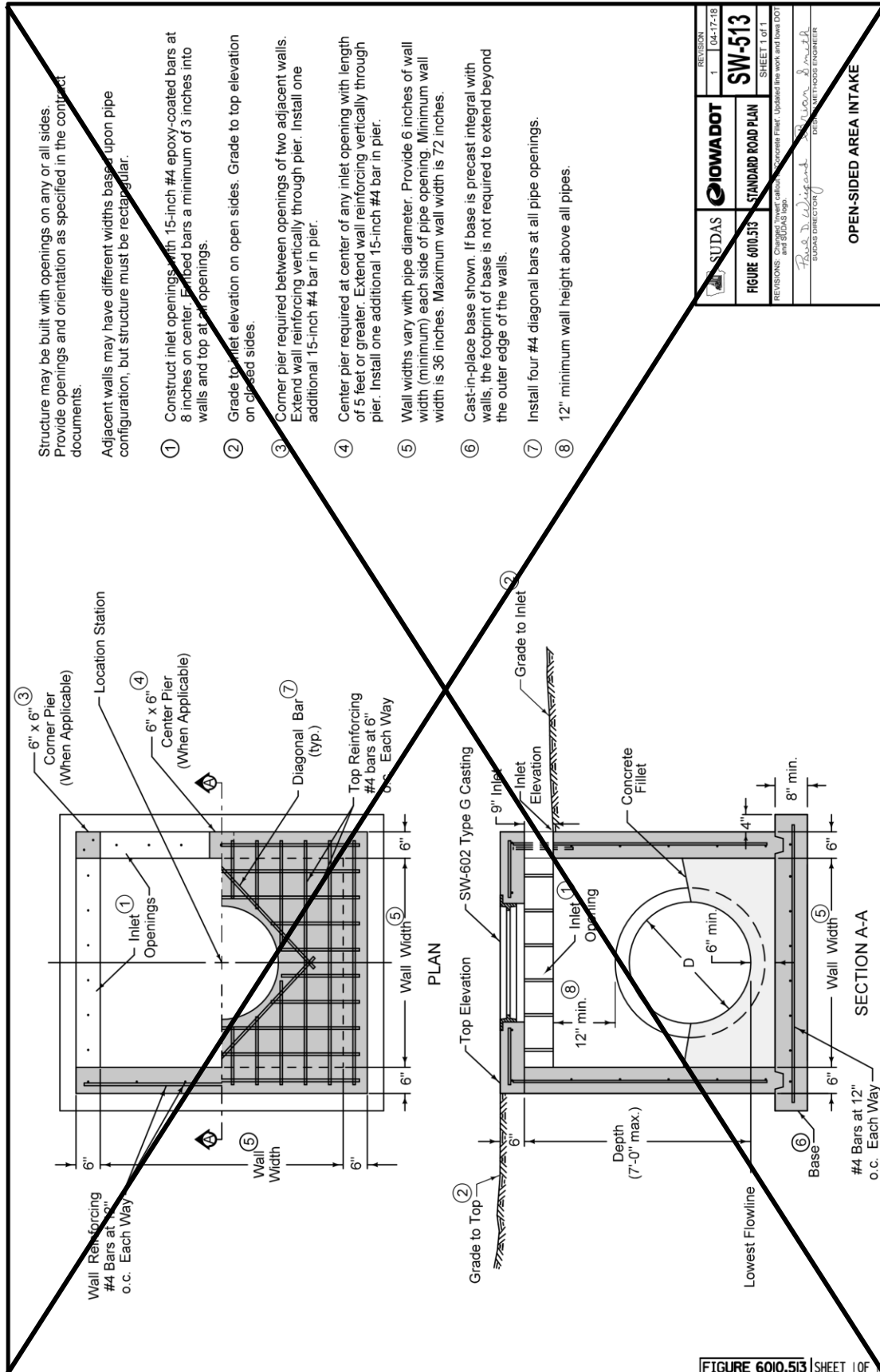
Project Representative

Project Engineer
City of Marshalltown, Iowa





SUDAS	IOWADOT	REVISION 1 04-21-15
FIGURE 6010.306	STANDARD ROAD PLAN	SW-306
REVISIONS: Revised 3-piece casting configuration		SHEET 1 of 1
<i>Brad Wingard</i> PROJECT ENGINEER		<i>William J. Smith</i> LOCAL MANHOLE ENGINEER
CHIMNEY SEALS FOR SANITARY SEWER MANHOLES		



REVISION	1	04-12-18
SUDAS	IOWADOT	
FIGURE 6010.513	STANDARD ROAD PLAN	
SW-513		
SHEET 1 of 1		
REVISIONS: Changed lower concrete fillet, updated line work and flow DDT and SUDAS logo.		
Roadway Engineering		
SUDAS ENGINEERING		
OPEN-SIDED AREA INTAKE		

SECTION 6020 - REHABILITATION OF EXISTING MANHOLES

PART 1 - GENERAL

NO REVISIONS

PART 2 - PRODUCTS

NO REVISIONS

PART 3 - EXECUTION

NO REVISIONS

SECTION 6030 - CLEANING, INSPECTION, AND TESTING OF STRUCTURES

PART 1 - GENERAL

NO REVISIONS

PART 2 - PRODUCTS

NO REVISIONS

PART 3 - EXECUTION

NO REVISIONS

SUPPLEMENTAL DIVISION 7 - STREETS AND RELATED WORK

SECTION 7010 -PORTLAND CEMENT CONCRETE PAVEMENT

PART 1 - GENERAL

NO REVISIONS

PART 2 - PRODUCTS

2.01 (ADD) MATERIALS

P. Fiber Reinforcement – See Section 7011, 2.01. E.

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.

E. (ADD) Bar and Reinforcement Placement:

5. If noted on the plans, fiber mesh reinforcing shall be used with all concrete sidewalk and pavement. See Section 7011 for dosage rates. The fiber shall be added directly to the truck at the time of mixing.

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

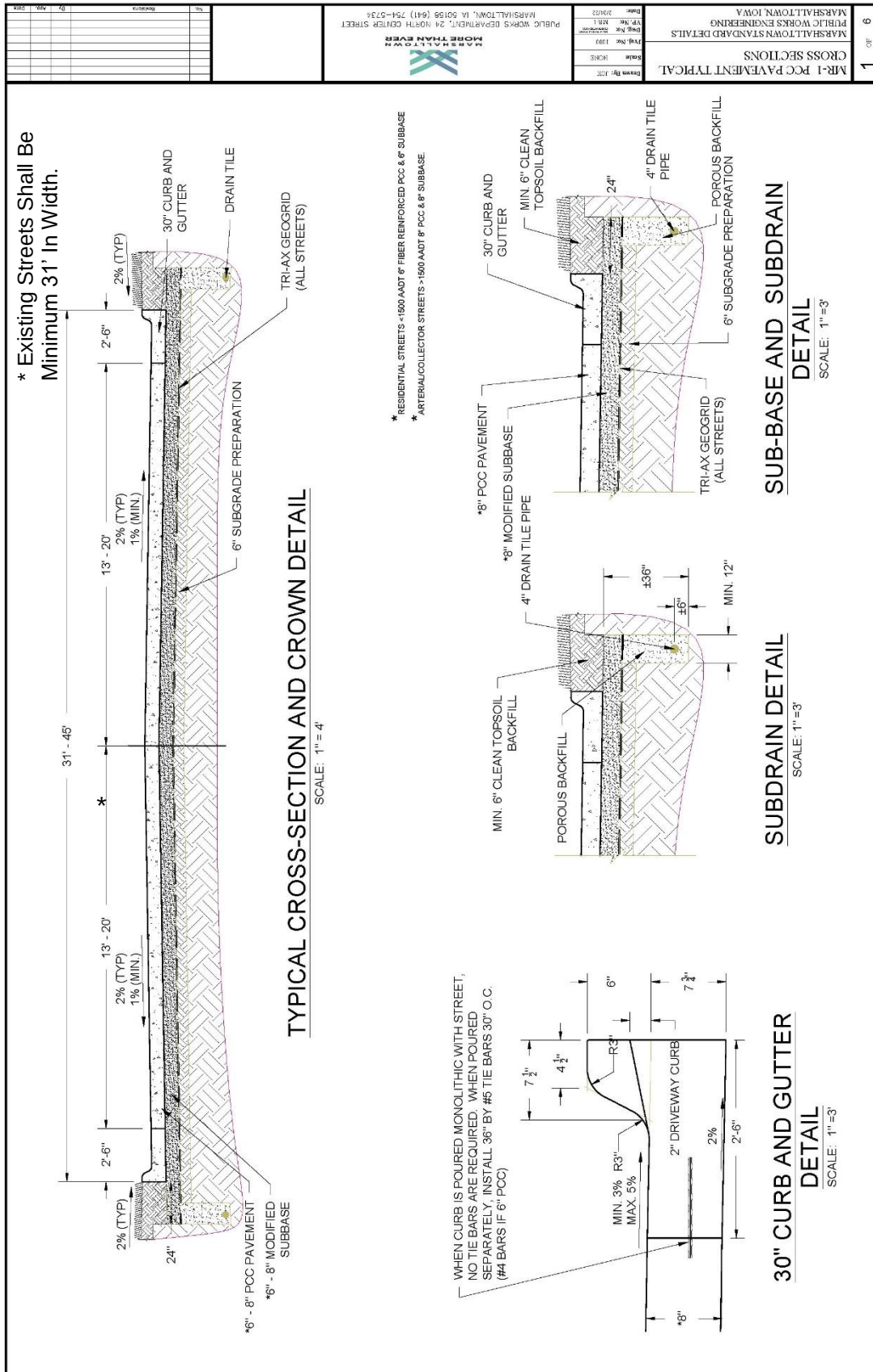
		Section size, minimum dimension			
		< 12 in. (300 mm)	12 to 36 in. (300 to 900 mm)	36 to 72 in. (900 to 1800 mm)	> 72 in. (1800 mm)
Line	Air Temperature	Minimum concrete temperature as placed and maintained			
1		55°F (13°C)	50°F (10°C)	45°F (7°C)	40°F (5°C)
		Minimum concrete temperature as mixed for 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.

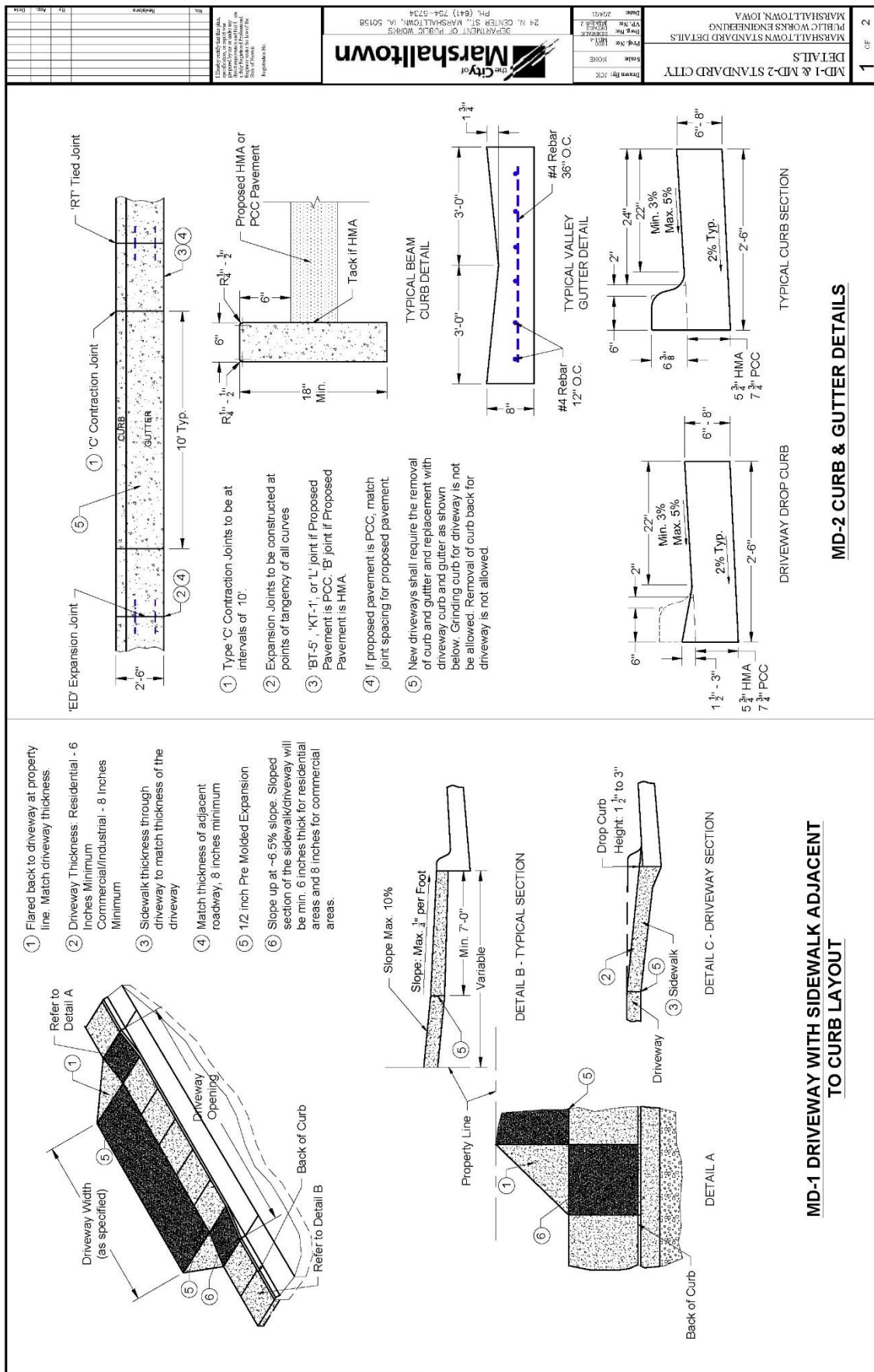
3.08 (ADD) MARSHALLTOWN STANDARD DETAILS

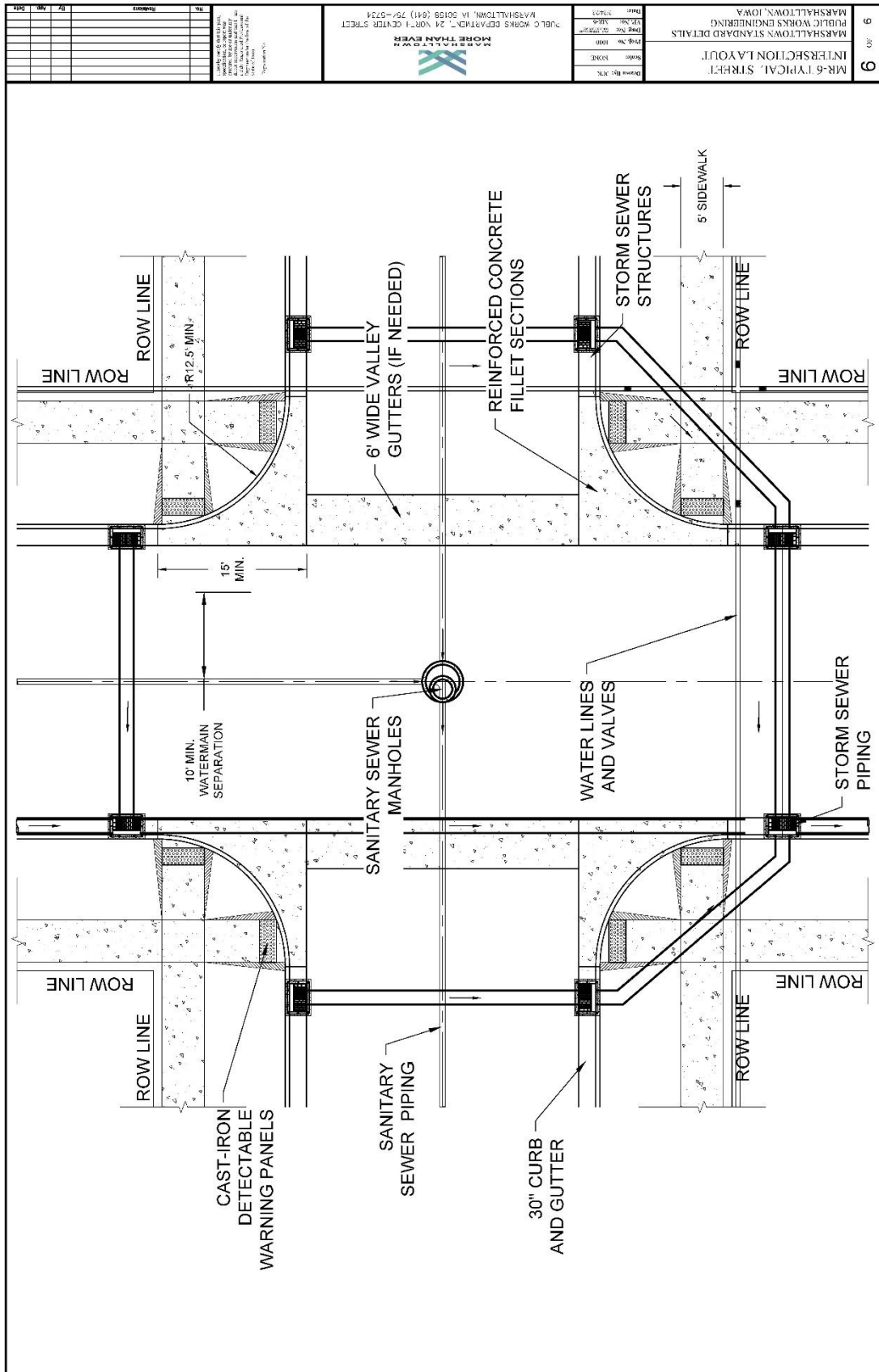
A. Added the following details:

1. MR-1 PCC Pavement Typical Cross Sections
2. MR-3 Typical Residential Street Layout
3. MR-4 Typical Arterial/Collector 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



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SECTION 7011 - PORTLAND CEMENT CONCRETE OVERLAYS

PART 1 - GENERAL

NO REVISIONS

PART 2 - PRODUCTS

NO REVISIONS

PART 3 - EXECUTION

NO REVISIONS

SECTION 7020 - HOT MIX ASPHALT PAVEMENT

PART 1 - GENERAL

NO REVISIONS

PART 2 - PRODUCTS

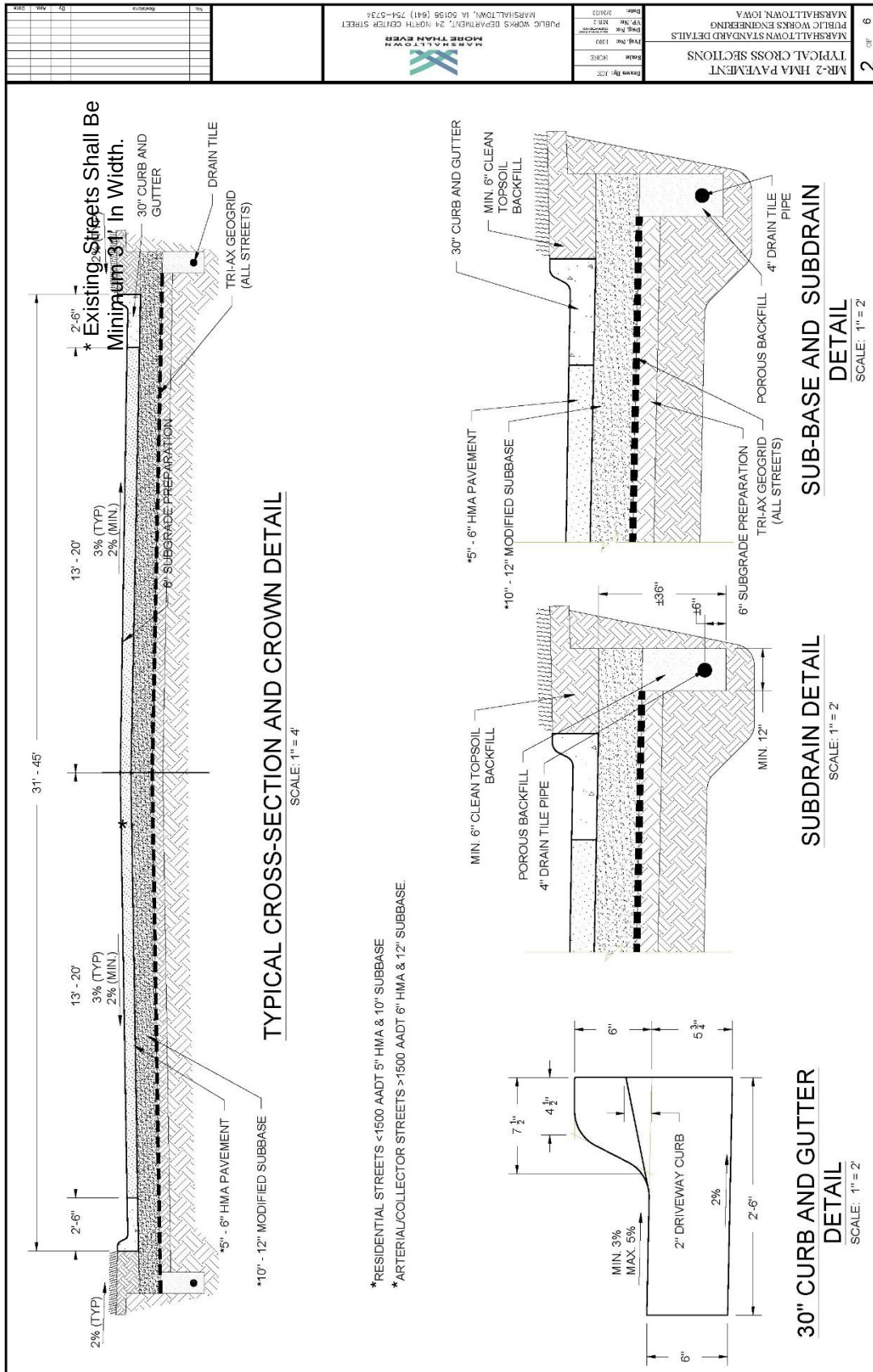
NO REVISIONS

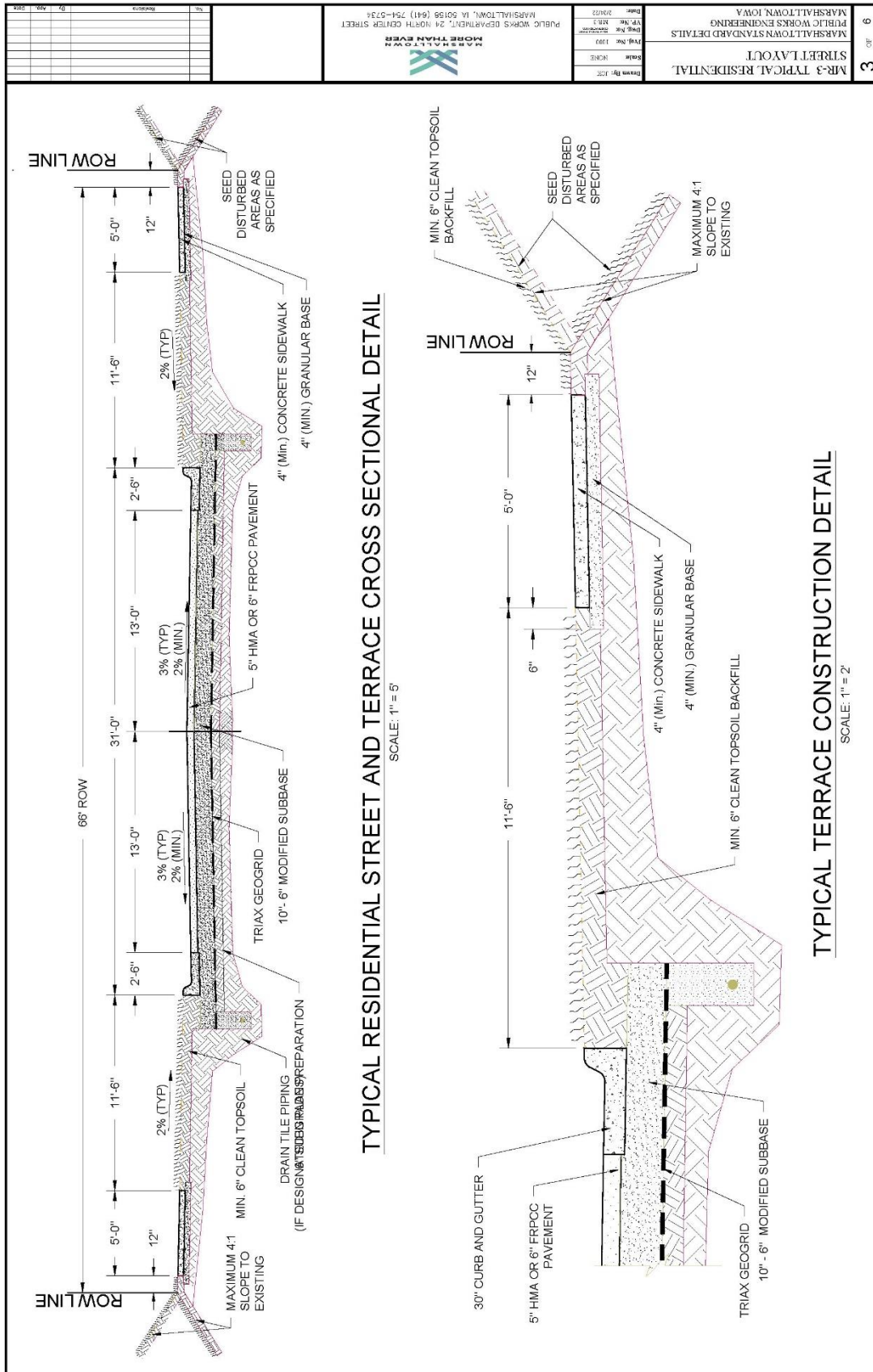
PART 3 - EXECUTION

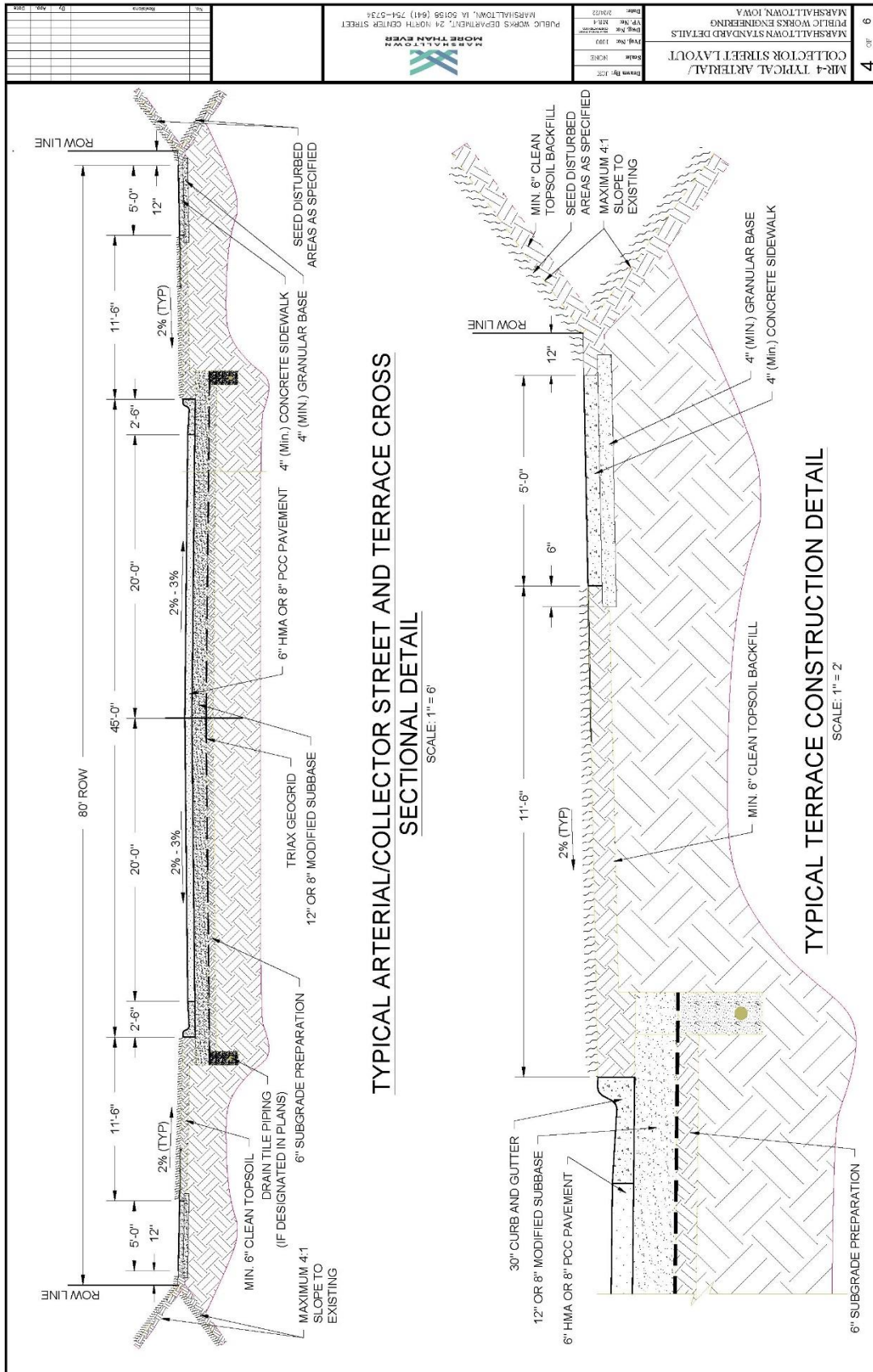
3.09 (ADD) MARSHALLTOWN STANDARD DETAILS

A. Added the following details:

1. MR-2 HMA Pavement Typical Cross Sections
2. MR-3 Typical Residential Street Layout
3. MR-4 Typical Arterial/Collector Street Layout
4. MR-6 Typical Street Intersection Detail







SECTION 7021 - HOT MIX ASPHALT OVERLAYS

PART 1 - GENERAL

NO REVISIONS

PART 2 - PRODUCTS

NO REVISIONS

PART 3 - EXECUTION

NO REVISIONS

SECTION 7030 - SIDEWALKS, SHARED USE PATHS, AND DRIVEWAYS

PART 1 - GENERAL

NO REVISIONS

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.
- B. Comply with the following for PCC mixes for sidewalks, shared use paths, and driveways unless otherwise approved by the Engineer.

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%

- C. (ADD) Fiber Reinforcement – See Section 7011, 2.01. E.

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

(ADD) Coarse Aggregate Quality (Virgin Material)

Coarse Aggregate Quality	Maximum Percent Allowed	Test Method
(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 730.101R, 7030.102R, 7030.204, 7030.205, 7030.206, 7030.207, 7030.208 and 7030.209.

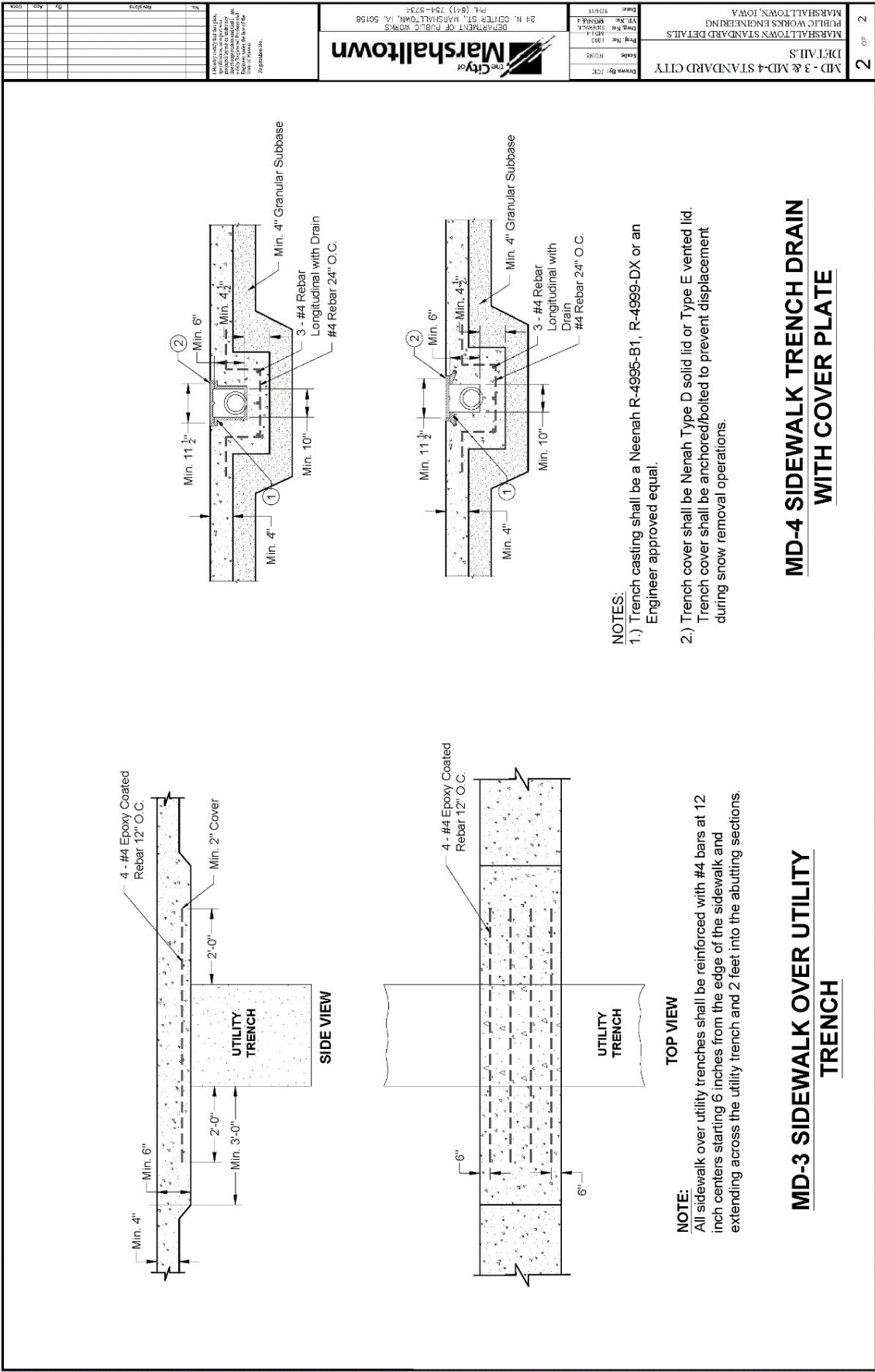
3.17 (ADD) CURB AND GUTTER CONSTRUCTION

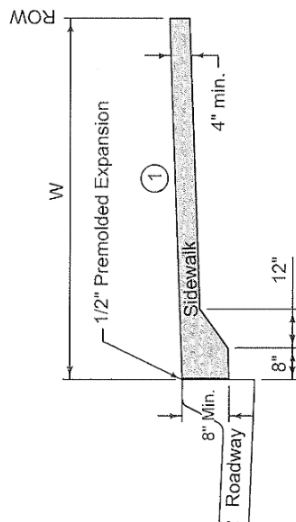
Comply with Section 7010, 3.03 and MD-2.

3.18 (ADD) MARSHALLTOWN STANDARD DETAILS

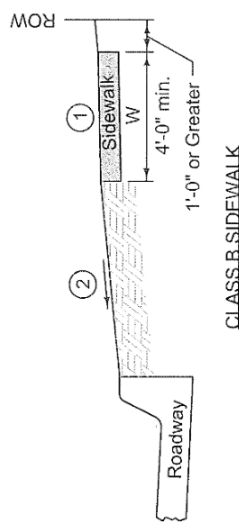
- A. Added the following details:
 - 1. MD-1 Driveway with Sidewalk Adjacent to Curb Details
 - 2. MD-2 Curb & Gutter Details
 - 3. MD-3 Sidewalk over Utility Trench Detail
 - 4. MD-5 Sidewalk Trench Drain with Cover Plate
- B. See modifications to SUDAS Standard Details as listed on each detail and 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 7030.2.08 - Added detail for preformed expansion joints.
9. Figure 7030.209 – Changed minimum ramp and turning width to 5'-0".

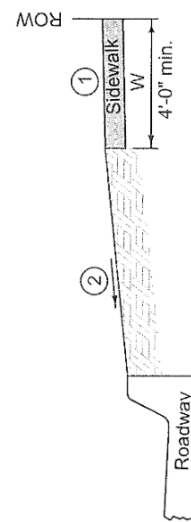




CLASS A SIDEWALK
(Sidewalk extends from back of curb to ROW)



CLASS B SIDEWALK



CLASS C SIDEWALK

- ① Target cross slope of 1.5% with a maximum cross slope of 2.0% (including sidewalk through driveway).
 - ② Parking Slopes:
If parking width is less than 10 feet wide, slope at $\frac{1}{4}$ inch per foot.
If parking width is 10 feet wide and greater, slope at $\frac{1}{2}$ inch per foot.
Special grade may be specified in the contract documents.
- W = Sidewalk width as specified in the contract documents.

FIGURE 7030.201R	STANDARD ROAD PLAN	REVISION	2	10-20-15
		7030.201		
REVISIONS: Revisit Class A sidewalk layout and add premolded expansion material. (City of Marshfield)		SHEET 1 of 1		
CLASSES OF SIDEWALKS				

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%.

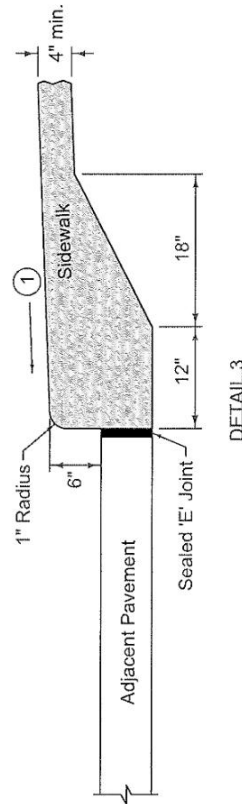
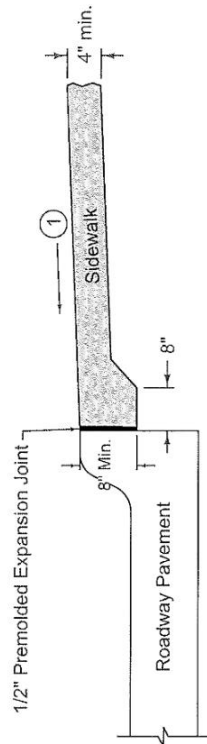


FIGURE 7030.202R	STANDARD ROAD PLAN	REVISION 3 10-20-15 7030.202 SHEET 1 of 1
REVISIONS: Removed Detail 1, Revised Detail 2 (City of Marshalltown)		
CURB DETAILS FOR CLASS A SIDEWALK		

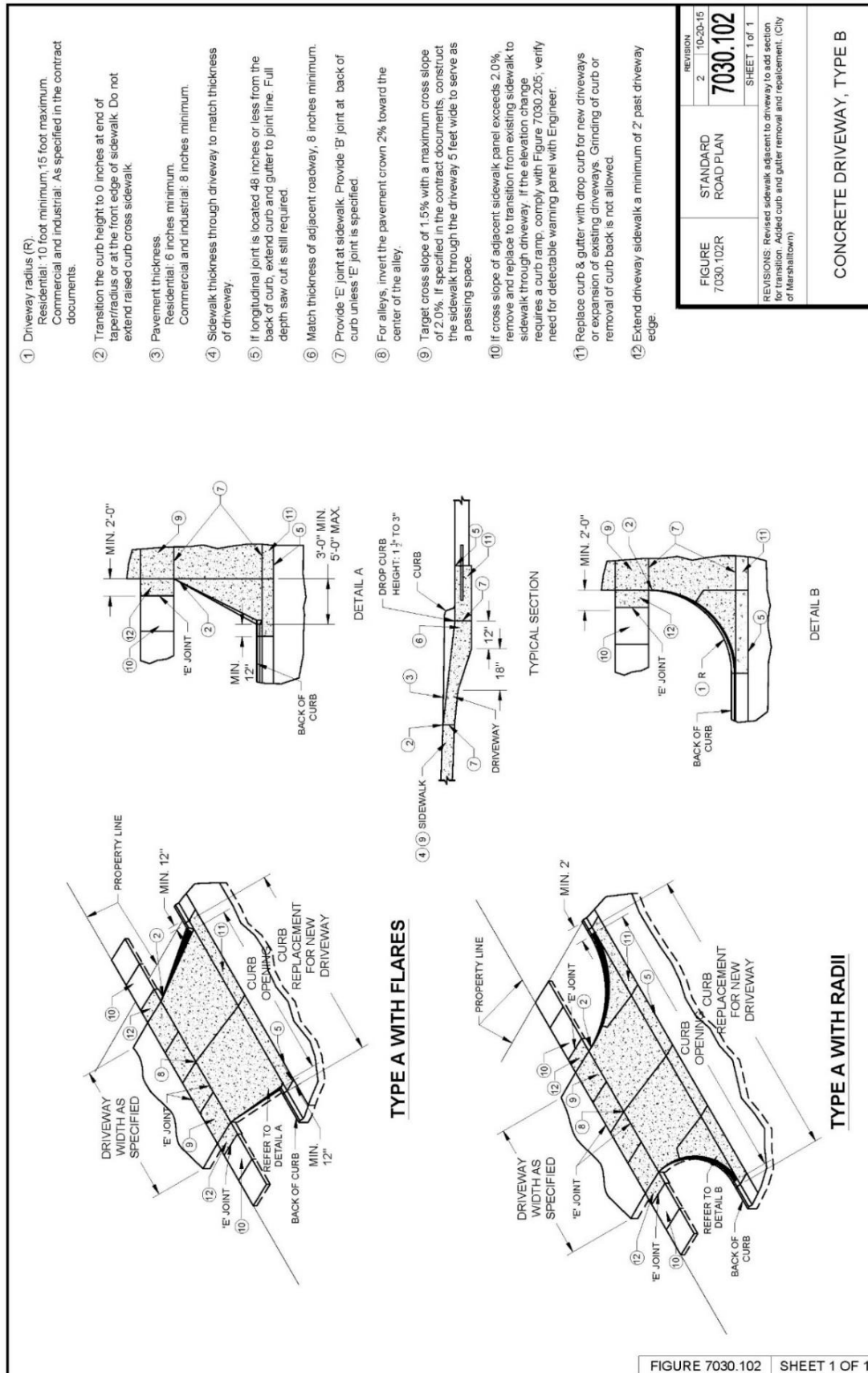
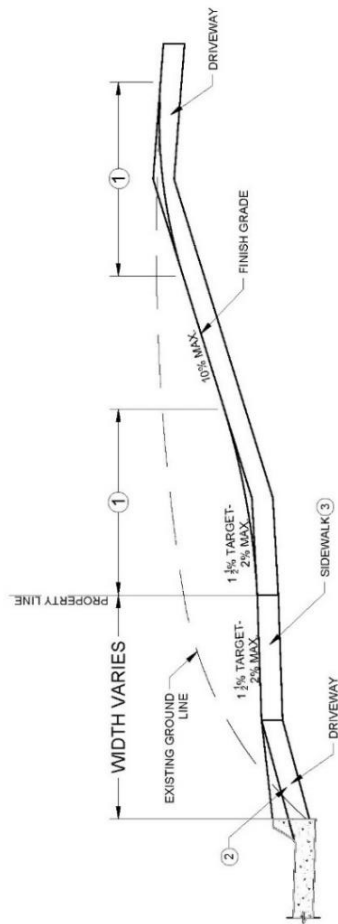
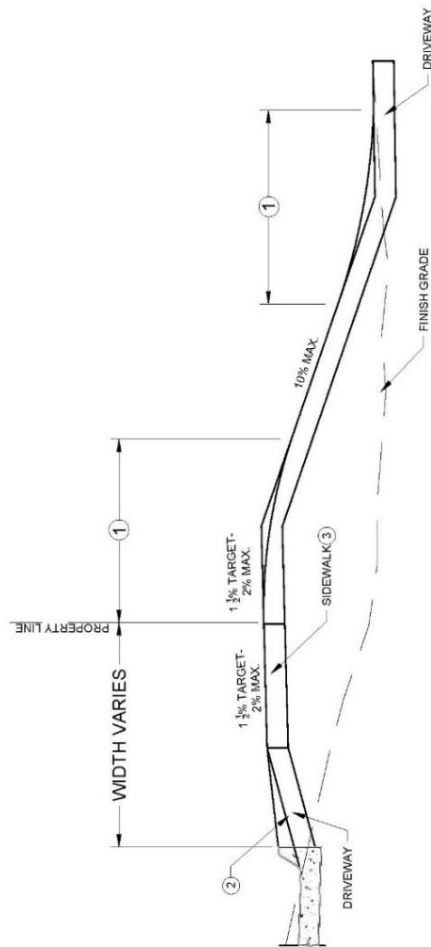


FIGURE 7030.102 SHEET 1 OF 1



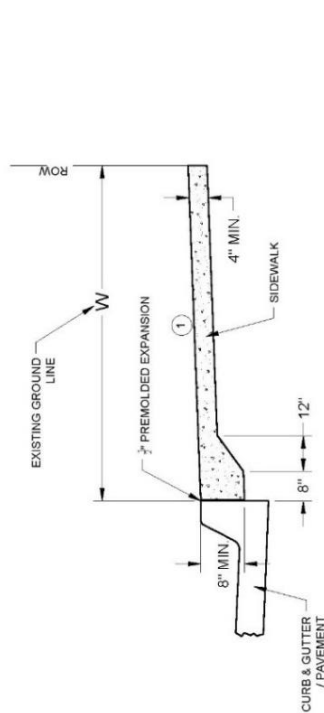
TYPICAL CUT SECTION



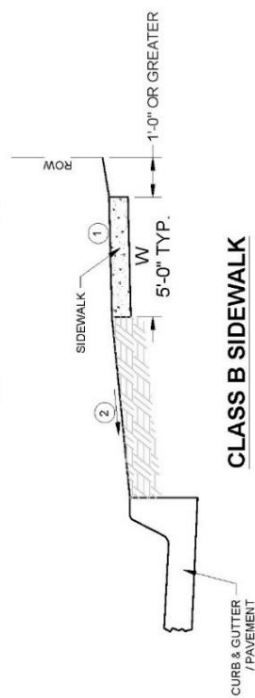
TYPICAL FILL SECTION

- ① 10 foot vertical curve required for 5% or greater change in grade.
- ② Slope varies. See contract documents.
- ③ Target cross slope of 1.5% with a maximum cross slope of 2.0%

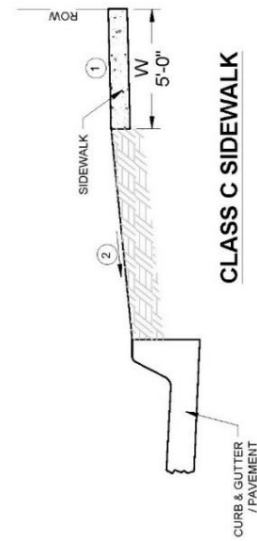
FIGURE 7030.103R	STANDARD ROAD PLAN	REVISION	2	10-20-15
		7030.103		
		SHEET 1 of 1		
REVISIONS: Revision to sidewalk location and property line. Added target slope to sidewalk. (City of Marshalltown)				
DRIVEWAY GRADING				



CLASS A SIDEWALK
(Sidewalk extends from back of curb to ROW)



CLASS B SIDEWALK



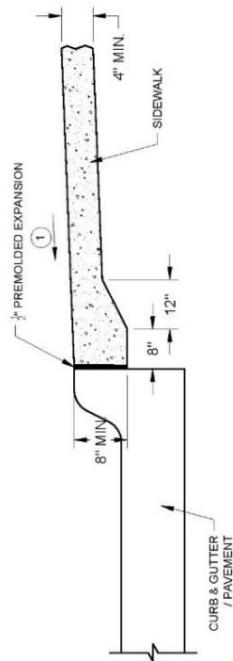
CLASS C SIDEWALK

- ① Target cross slope of 1.5% with a maximum cross slope of 2.0% (including sidewalk through driveway).
- ② Parking Slopes:
If parking width is less than 10 feet wide, slope at $\frac{1}{4}$ inch per foot.
If parking width is 10 feet wide and greater, slope at $\frac{1}{2}$ inch per foot.
Special grade may be specified in the contract documents.
W = Sidewalk width as specified in the contract documents.

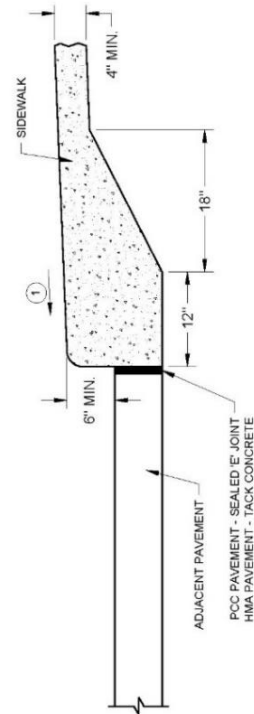
FIGURE 7030.201R	STANDARD ROAD PLAN	REVISION 1 10-20-15	SHEET 1 of 1
		7030.201	
REVISIONS: Revised Class A sidewalk layout and added premodded expansion material. (City of Marshalltown)			
CLASSES OF SIDEWALKS			

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%

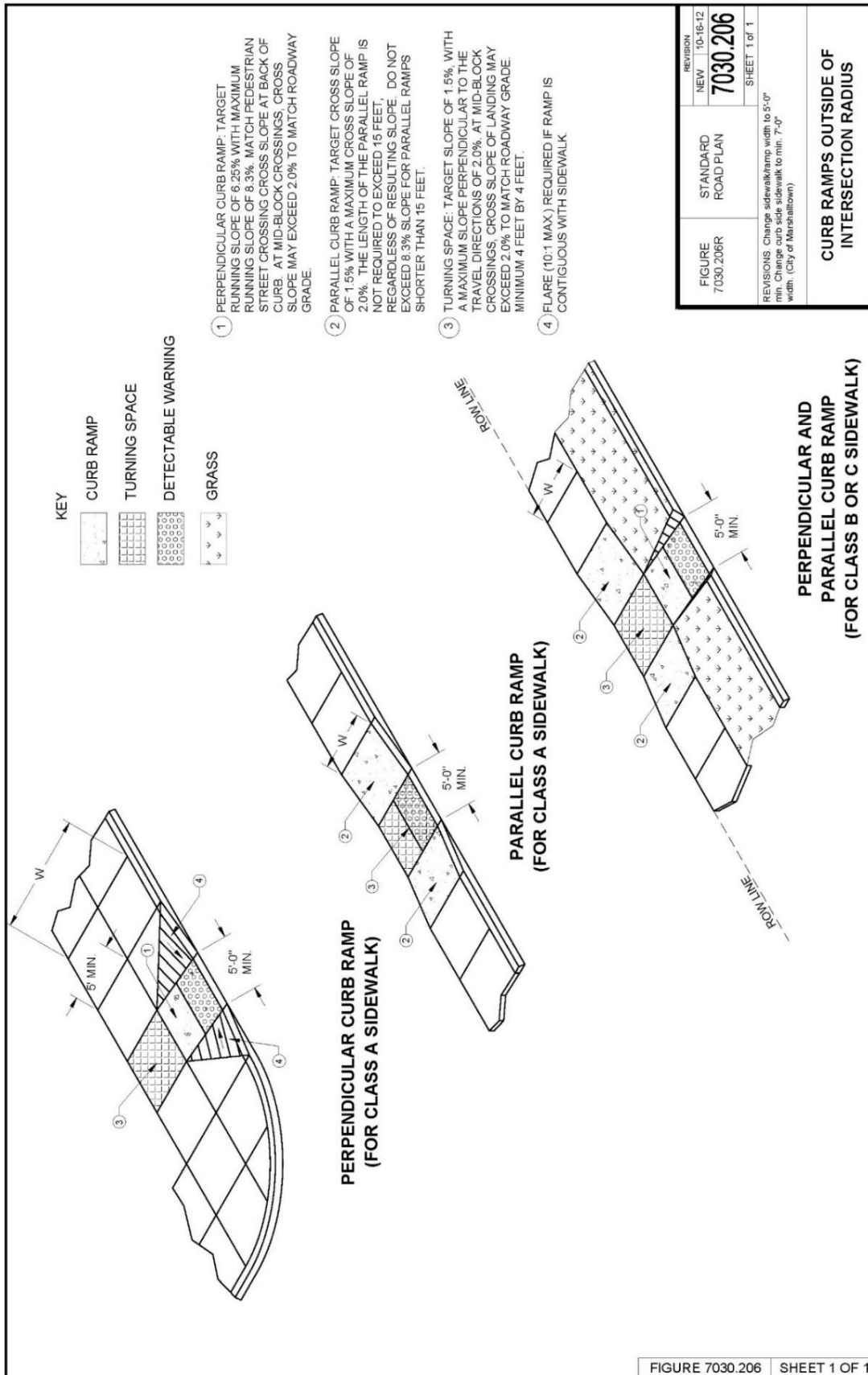


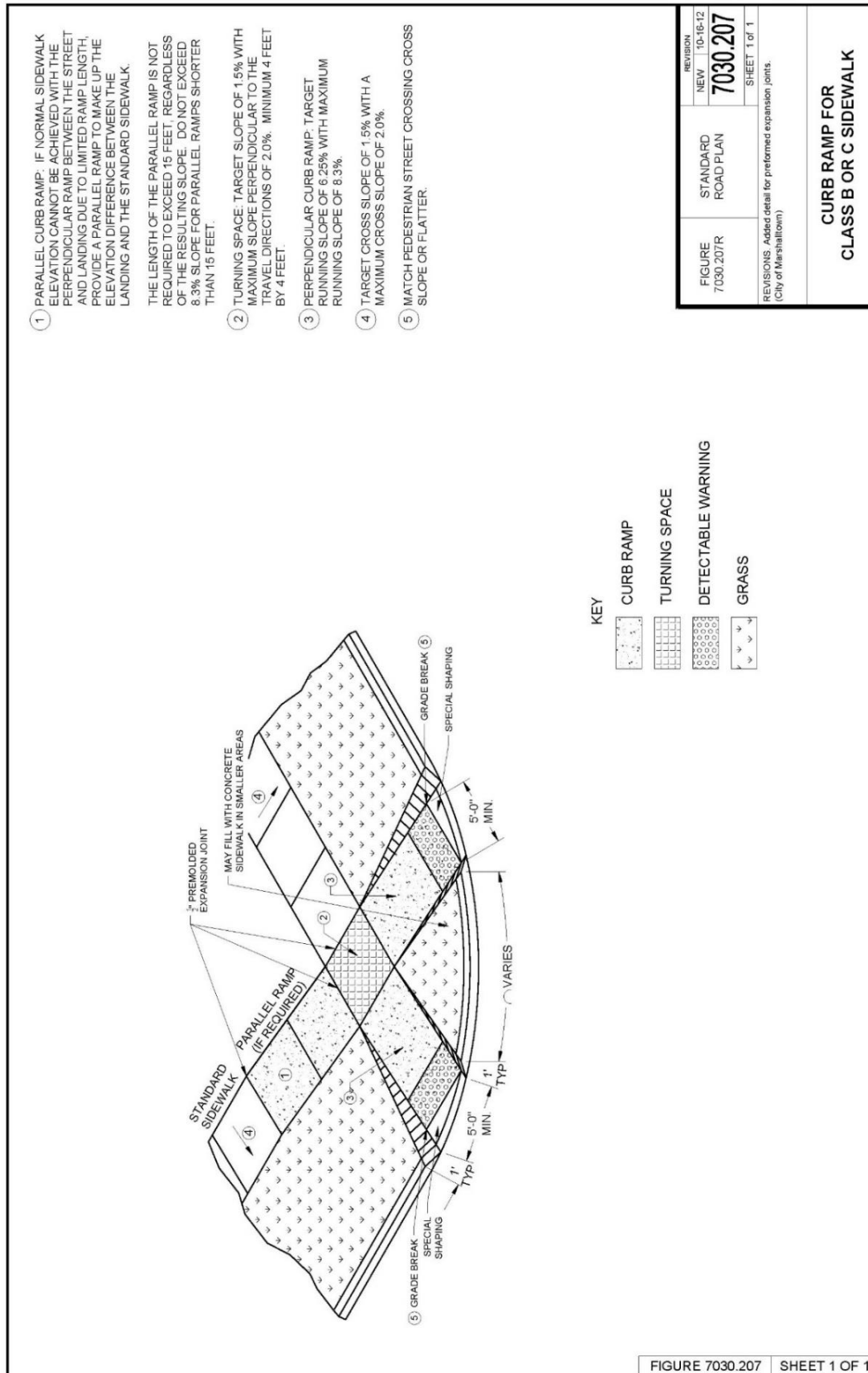
DETAIL 2



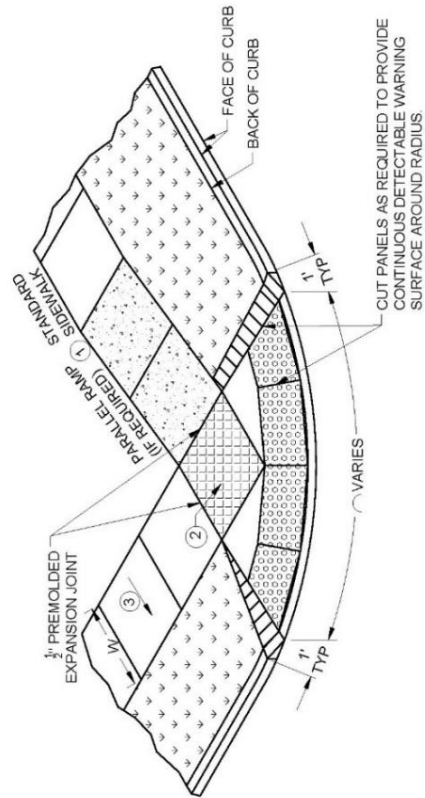
DETAIL 3

FIGURE 7030.202R	STANDARD ROAD PLAN	REVISION	10-20-15
		3	
		7030.202	
		SHEET 1 of 1	
REVISIONS: Removed Detail 1. Revised Detail 2. (City of Marshalltown)			
		CURB DETAILS FOR CLASS A SIDEWALK	





- 1 PARALLEL CURB RAMP: IF NORMAL SIDEWALK ELEVATION CANNOT BE ACHIEVED WITH THE PERPENDICULAR RAMP BETWEEN THE STREET AND LANDING DUE TO LIMITED RAMP LENGTH, PROVIDE A PARALLEL RAMP TO MAKE UP THE ELEVATION DIFFERENCE BETWEEN THE LANDING AND THE STANDARD SIDEWALK. THE LENGTH OF THE PARALLEL RAMP IS NOT REQUIRED TO EXCEED 15 FEET, REGARDLESS OF THE RESULTING SLOPE. DO NOT EXCEED 8.3% SLOPE FOR PARALLEL RAMPS SHORTER THAN 15 FEET.
- 2 TURNING SPACE: TARGET SLOPE OF 1.5% WITH MAXIMUM SLOPE PERPENDICULAR TO THE DIRECTION OF TRAVEL OF 2.0% MINIMUM 5 FEET BY 5 FEET.
- 3 TARGET CROSS SLOPE OF 1.5% WITH A MAXIMUM CROSS SLOPE OF 2.0%.



KEY

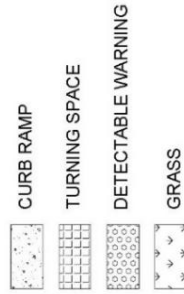
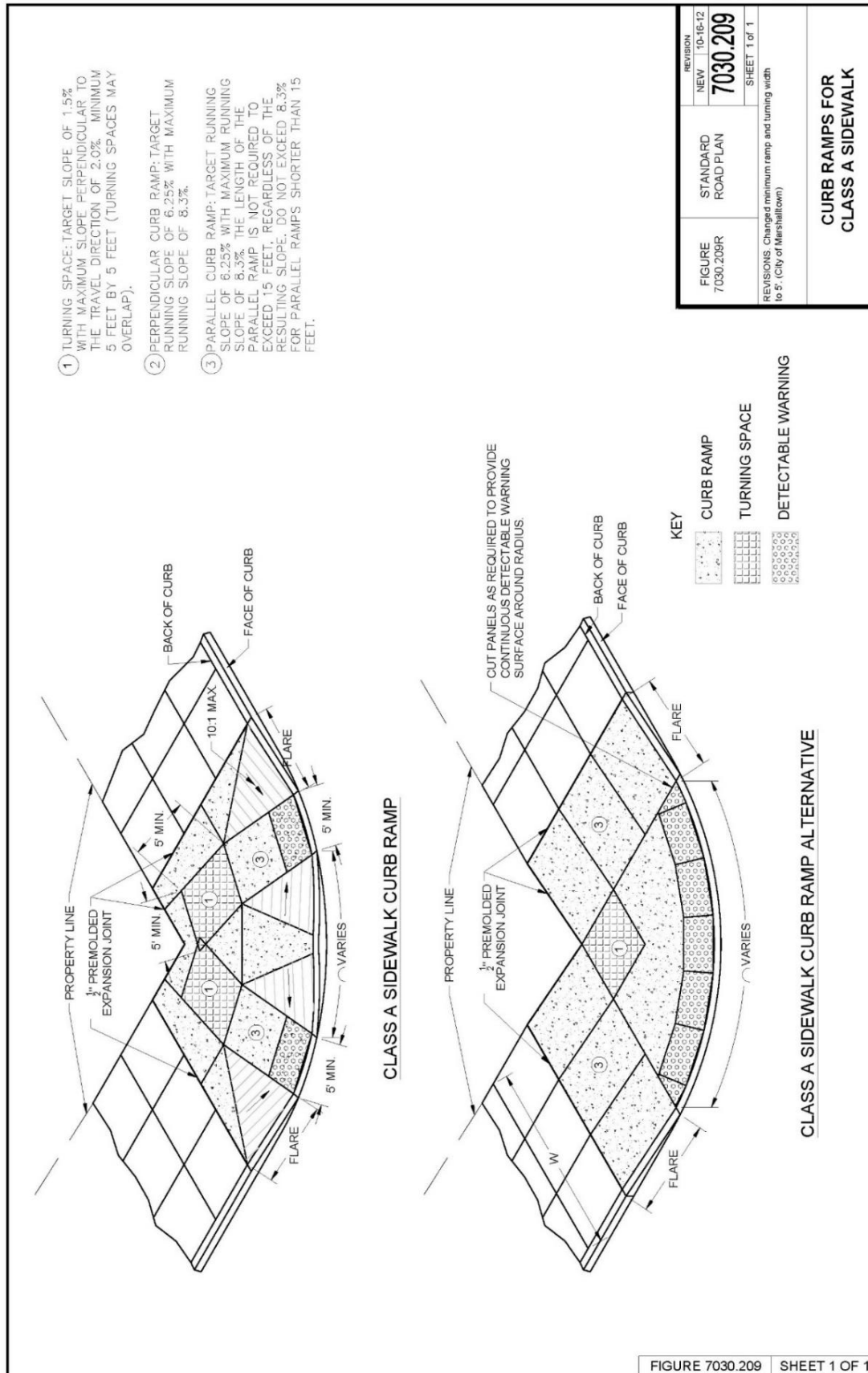


FIGURE 7030.208R	STANDARD ROAD PLAN	REVISION	NEW 10-16-12
		7030.208	
REVISIONS: Added detail for preformed expansion joints. (City of Marshalltown)		SHEET 1 of 1	
ALTERNATIVE CURB RAMP FOR CLASS B OR C SIDEWALK			

FIGURE 7030.208 SHEET 1 OF 1



SECTION 7040 - PAVEMENT REHABILITATION

PART 1 - GENERAL

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

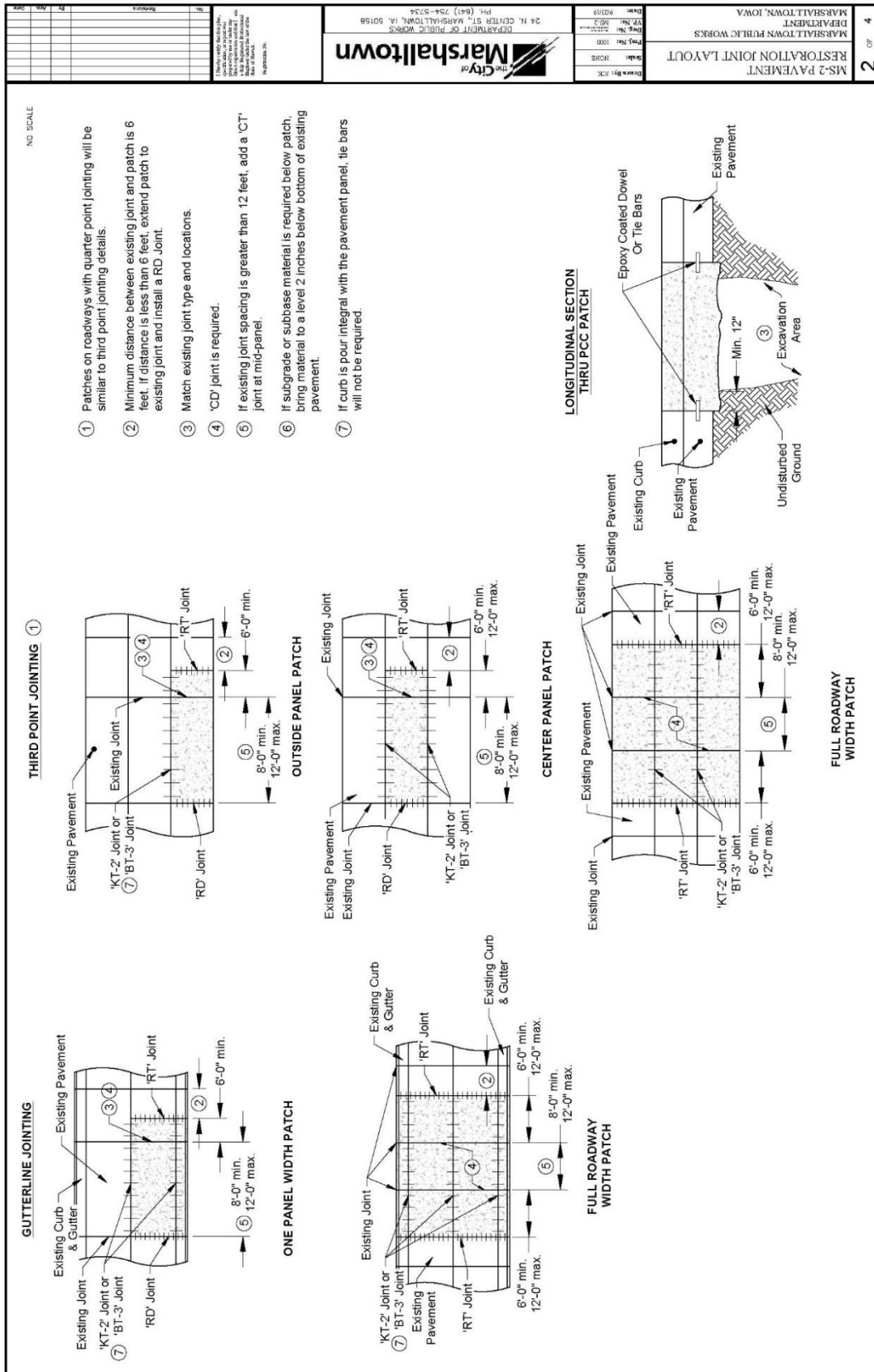
B. MS-3 Manhole Boxout Details

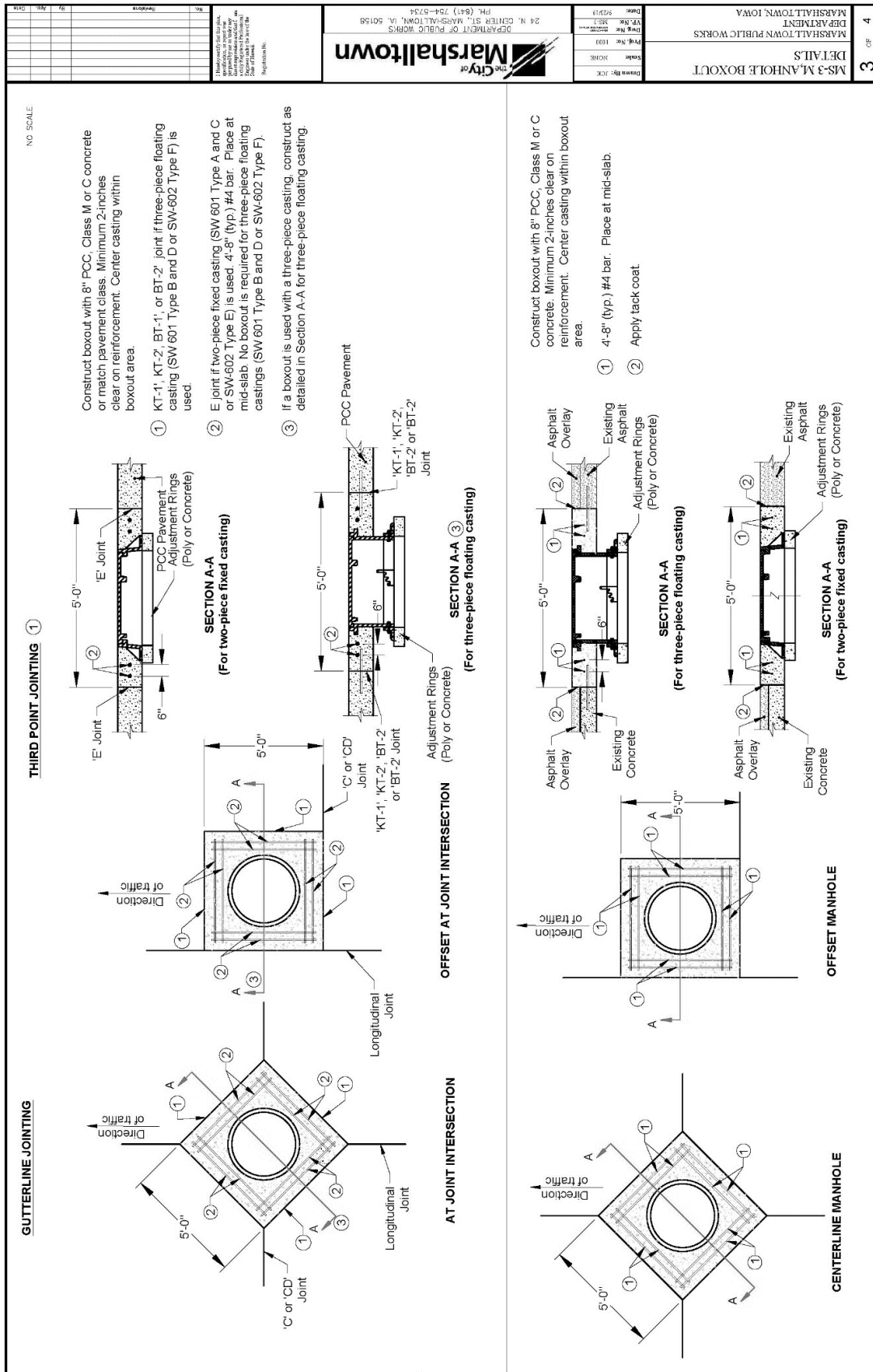
C. MS-4 Pavement Restoration Details

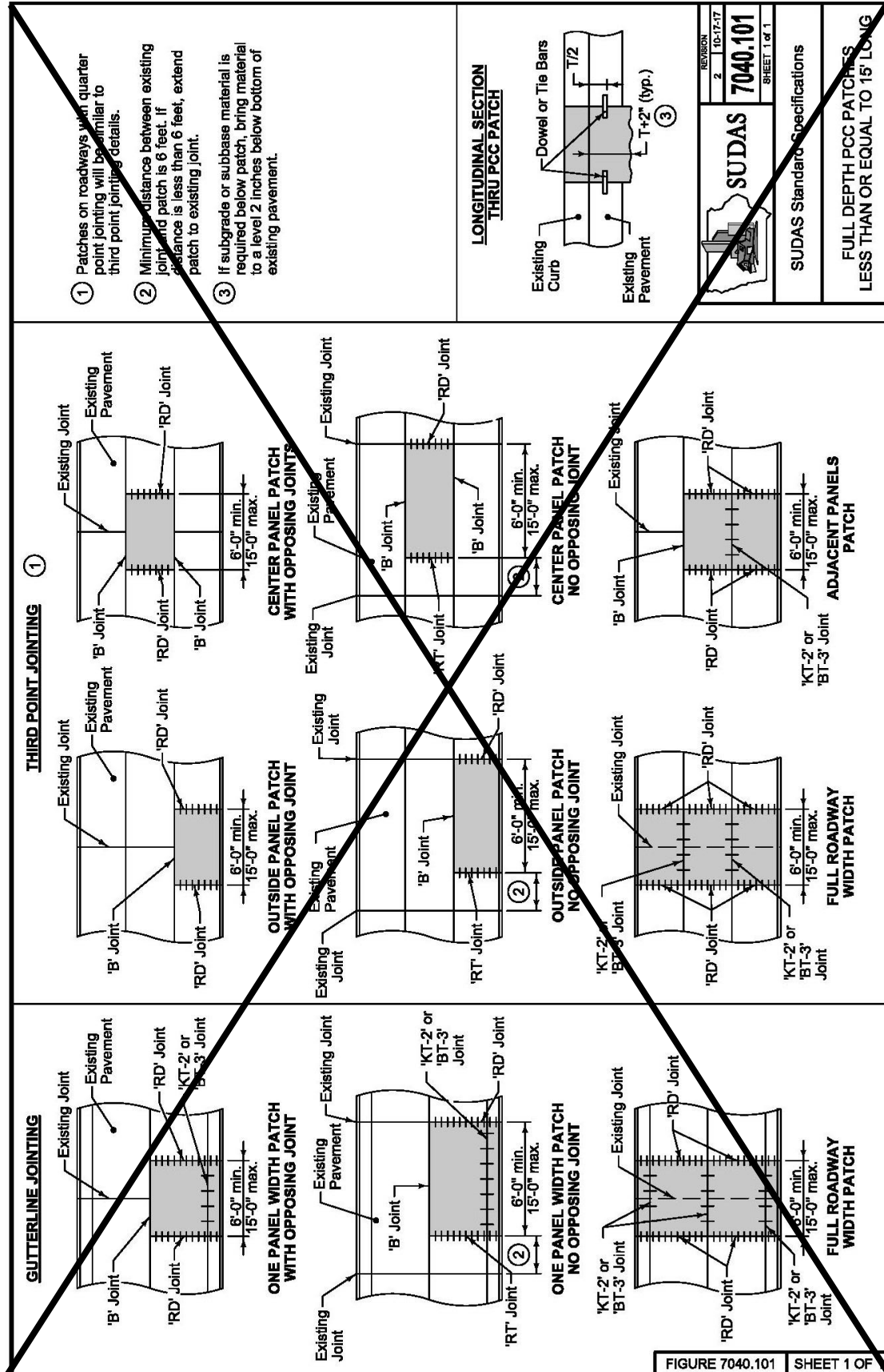
3.12 (ADD) DELETED SUDAS STANDARD DETAILS

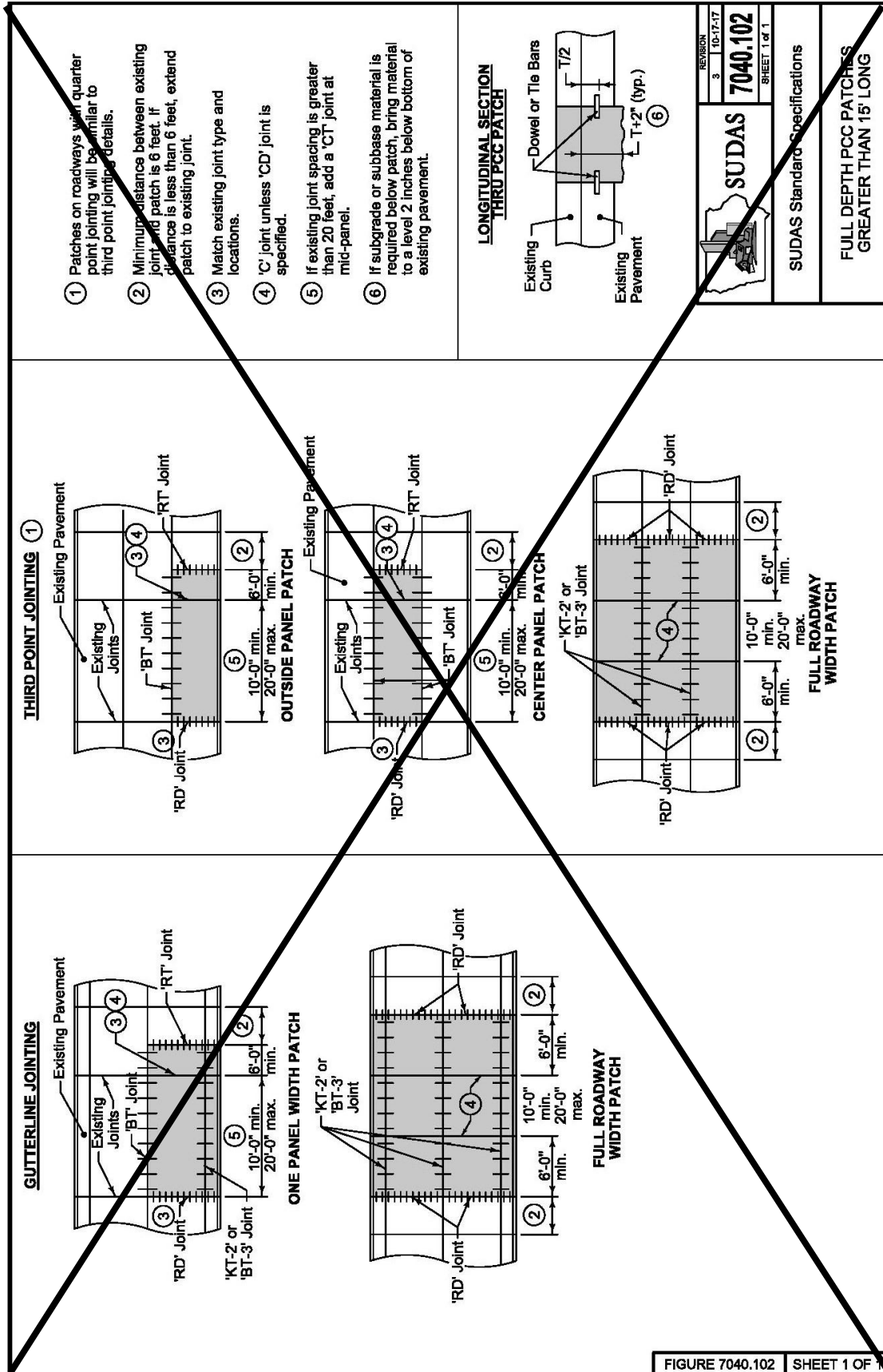
A. 7040.101 Full Depth PCC Patches Less Than or Equal to 15' Long

B. 7040.102 Full Depth PCC Patches Greater Than 15' Long









SECTION 7050 - ASPHALT STABILIZATION

PART 1 - GENERAL

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.

PART 2 - PRODUCTS

NO REVISIONS

PART 3 - EXECUTION

NO REVISIONS

SECTION 7060 - BITUMINOUS SEAL COAT

PART 1 - GENERAL

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 2 - PRODUCTS

NO REVISIONS

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

NO REVISIONS

PART 2 - PRODUCTS

NO REVISIONS

PART 3 - EXECUTION

NO REVISIONS

SECTION 7080 - PERMEABLE INTERLOCKING PAVERS

PART 1 – GENERAL

NO REVISIONS

PART 2 - PRODUCTS

NO REVISIONS

PART 3 - EXECUTION

NO REVISIONS

SECTION 7090 - COLD-IN-PLACE PAVEMENT RECYCLING

PART 1 – GENERAL

NO REVISIONS

PART 2 - PRODUCTS

NO REVISIONS

PART 3 - EXECUTION

NO REVISIONS

SECTION 7091 - FULL DEPTH RECLAMATION

PART 1 – GENERAL

NO REVISIONS

PART 2 - PRODUCTS

NO REVISIONS

PART 3 - EXECUTION

NO REVISIONS

SECTION 7092 - CRACK AND SEAT EXISTING PCC PAVEMENT

PART 1 – GENERAL

NO REVISIONS

PART 2 - PRODUCTS

NO REVISIONS

PART 3 - EXECUTION

NO REVISIONS

SUPPLEMENTAL DIVISION 8 – TRAFFIC CONTROL

SECTION 8010 - TRAFFIC SIGNALS

PART 1 - GENERAL

1.07 SPECIAL REQUIREMENTS

- B. (ADD) Coordinate all design and construction work with the City of Marshalltown's Public Works Electrical Superintendent.

PART 2 - PRODUCTS

NO REVISIONS

PART 3 - EXECUTION

NO REVISIONS

SECTION 8020 - PAVEMENT MARKINGS

PART 1 - GENERAL

1.06 SCHEDULING AND CONFLICTS

- B. (ADD) Schedule and coordinate all line markings with the Public Works Street Superintendent.

PART 2 - PRODUCTS

NO REVISIONS

PART 3 - EXECUTION

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

NO REVISIONS

PART 2 - PRODUCTS

NO REVISIONS

PART 3 - EXECUTION

NO REVISIONS

SUPPLEMENTAL DIVISION 9 – SITE WORK AND LANDSCAPING

SECTION 9010 - SEEDING

PART 1 - GENERAL

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

NO REVISIONS

PART 2 - PRODUCTS

NO REVISIONS

PART 3 - EXECUTION

NO REVISIONS

SECTION 9030 - PLANT MATERIAL AND PLANTING

PART 1 - GENERAL

1.03 SUBMITTALS

- F. (ADD) Provide trees and shrubs planted in terrace areas in accordance with the City of Marshalltown's Code of Ordinances, Chapter 58 – Vegetation.
- G. (ADD) The placement of trees shall be in accordance with Chapter 10B-1 of the SUDAS Design Manual.

PART 2 - PRODUCTS

NO REVISIONS

PART 3 - EXECUTION

3.06 PLANTING

- A. **Bare Root Plants:** (ADD) Not allowed without written approval of the City Engineer.

SECTION 9040 - EROSION AND SEDIMENT CONTROL

PART 1 – GENERAL

NO REVISIONS

PART 2 - PRODUCTS

NO REVISIONS

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

NO REVISIONS

PART 2 - PRODUCTS

NO REVISIONS

PART 3 - EXECUTION

NO REVISIONS

SECTION 9060 - CHAIN LINK FENCE

PART 1 – GENERAL

NO REVISIONS

PART 2 - PRODUCTS

NO REVISIONS

PART 3 - EXECUTION

NO REVISIONS

SECTION 9070 - LANDSCAPE RETAINING WALLS

PART 1 – GENERAL

NO REVISIONS

PART 2 - PRODUCTS

NO REVISIONS

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

NO REVISIONS

PART 2 - PRODUCTS

NO REVISIONS

PART 3 - EXECUTION

NO REVISIONS

SECTION 9072 - COMBINED CONCRETE SIDEWALK AND RETAINING WALL

PART 1 – GENERAL

NO REVISIONS

PART 2 - PRODUCTS

NO REVISIONS

PART 3 - EXECUTION

NO REVISIONS

SECTION 9080 - CONCRETE STEPS, HANDRAILS, AND SAFETY RAIL

PART 1 – GENERAL

NO REVISIONS

PART 2 - PRODUCTS

NO REVISIONS

PART 3 - EXECUTION

NO REVISIONS

SUPPLEMENTAL DIVISION 10 – DEMOLITION

SECTION 10,010 - DEMOLITION OF BUILDING STRUCTURES

PART 1 – GENERAL

NO REVISIONS

PART 2 - PRODUCTS

NO REVISIONS

PART 3 - EXECUTION

NO REVISIONS

SUPPLEMENTAL DIVISION 11 – MISCELLANEOUS

SECTION 11,010 - CONSTRUCTION SURVEY

PART 1 – GENERAL

NO REVISIONS

PART 2 - PRODUCTS

NO REVISIONS

PART 3 - EXECUTION

NO REVISIONS

SECTION 11,020 – MOBILIZATION

PART 1 – GENERAL

NO REVISIONS

PART 2 - PRODUCTS

NO REVISIONS

PART 3 - EXECUTION

NO REVISIONS

SECTION 11,030 - TEMPORARY SERVICES DURING CONSTRUCTION

PART 1 – GENERAL

NO REVISIONS

PART 2 - PRODUCTS

NO REVISIONS

PART 3 - EXECUTION

NO REVISIONS

SECTION 11,040 - TEMPORARY SIDEWALK ACCESS

PART 1 – GENERAL

NO REVISIONS

PART 2 - PRODUCTS

NO REVISIONS

PART 3 - EXECUTION

NO REVISIONS

SECTION 11,050 - CONCRETE WASHOUT

PART 1 – GENERAL

NO REVISIONS

PART 2 - PRODUCTS

NO REVISIONS

PART 3 - EXECUTION

NO REVISIONS

LEGEND

POWER POLE
LIGHT POLE
TELEPHONE PEDESTAL
PROPERTY PIN
CONC. MONUMENT
I.D.O.T. R.O.W. RAIL
MANHOLE
FIRE HYDRANT
SIGN
GAS VALVE
WATER VALVE
TRAFFIC SIGNAL
TREE
BUSH
FENCE
CULVERT
CENTERLINE
CONC. CURB & GUTTER

ELK'S PARK GRADING AND ADA ACCESSIBILITY

CITY OF MARSHALLTOWN

PROJECT NO - PRK21-002

THE MARSHALLTOWN SPECIAL PROVISIONS TO SUDAS SHALL APPLY TO CONSTRUCTION ON THIS PROJECT.

PROJECT LOCATION



UTILITY COMPANIES

- IOWA ONE CALL -1-800-292-8989

IOWA COMMUNICATIONS NETWORK
CONTACT: SHANNON MARLOW
PHONE: (515) 725-7446

CENTURY LINK
CONTACT: SADIE HULL
PHONE: (515) 263-7320

MEDIACOM
CONTACT: CURT HODGES
PHONE: (515) 669-3647

HEART OF IOWA VENTURES
CONTACT: JAY DUNCAN
PHONE: (641) 486-2211

WINDSTREAM
CONTACT: JOEL SCHROEDER
PHONE: (319) 791-1514
- ALLIANT ENERGY
CONTACT: JOSHUA CARLSON
PHONE: (641) 754-5825

MARSHALLTOWN WATER WORKS
CONTACT: ZACH MAXFIELD
PHONE: (641) 753-7913

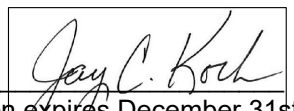
SEWER: CITY OF MARSHALLTOWN
CONTACT: TROY MCGAHUEY
PHONE: (641) 754-5749

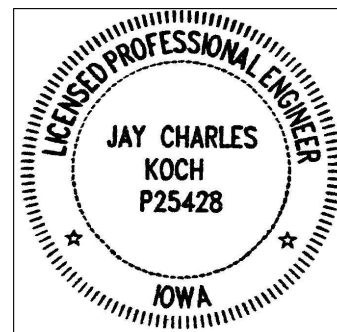
TRAFFIC SIGNALS & CITY STREET LIGHTS
CITY OF MARSHALLTOWN
PHONE: (641) 754-5734

INDEX	
SHEET	DESCRIPTION
1	COVER SHEET
2	PLAN NOTES
3	ESTIMATE OF QUANTITIES & TYP. SECTIONS
4	EXISTING SITE PLAN
5	DEMOLITION PLAN
6	GRADING PLAN
7	SIDEWALK AND HANDICAP PARKING PLAN
8	HANDICAP PARKING AND RAMP ELEVATION PLAN
9	HANDICAP PARKING AND RAMP DIMENSION PLAN
10-13	CROSS SECTIONS

I hereby certify that this engineering document was prepared by me or under my personal supervision and that I am a duly Registered Professional Engineer under laws of the State of Iowa. To the best of my professional knowledge, judgment, and belief, these plans meet applicable NRCS standards.

Name : Jay C. Koch, P.E. Iowa Reg. No. P25428

Signature  Date May 18, 2022
My registration expires December 31st, 2022
Sheets covered by this seal : ALL



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

MARSHALLTOWN
MORE THAN EVER

Drawn By: JCK
Chk By: JCK
Proj. No: PRK21-002
Dwg. No: 6155 PARK COVER
VP. No: 5/18/22
Date: 5/18/22

COVER SHEET

ELK'S PARK GRADING AND ADA ACCESSIBILITY
MARSHALLTOWN, IOWA

1 OF 13

It is the Contractor's responsibility to contact the various utility companies to determine the exact location of all utilities and to provide adequate protection of poles, wires, cables, conduits and pipe lines. The Contractor will be liable for any damage to utilities caused by his work. Should any utilities need to be adjusted or moved, the Contractor shall coordinate his work with the utility companies to provide ample time for the utility company to complete their work.

The City reserves the right to determine the order in which the work will proceed. The Contractor is required to submit a written plan outlining his traffic control plan, proposed schedule and sequence of construction, prior to beginning the construction.

DIVISION 2 - EARTHWORK

Per SUDAS Section 2010 of the SUDAS Specifications and the Special Provisions and as indicated on the Drawings. This item shall be full compensation for clearing and grubbing of all stumps noted for removal on the plans and within the limits of construction. The root ball shall be removed and the surface repaired and stabilized. Work will include the trimming of low hanging branches affected by the work. All cleared stumps and branches shall become the property of the Contractor and shall be disposed of off-site at a location approved by the Engineer and meeting the requirements of the City. The limits of construction shall be confined to that indicated on the plans. Work will include the removal of chain link fence noted on plans and subsequent installation of end posts.

Per SUDAS Section 2010 of the SUDAS Specifications and the Special Provisions and as indicated on the Drawings. This item shall include all equipment, labor, and materials to remove, haul, stockpile, grade, and spread topsoil on the affected construction areas. No topsoil shall be removed from the site. Quantity is based on a uniform removal of 6" on the entire site. Excess topsoil may be used in fill areas.

Per SUDAS Section 2010 of the SUDAS Specifications and the Special Provisions and as indicated on the Drawings. Includes removal and transport off-site excavated soil material considered to be reused for fill material and/or waste as part of the excavation to final subgrade elevation. The contract unit price shall be full compensation to provide excavation as required by the contract documents to the grades shown on the plans and staked in the field by the Owner or Engineer. Summary of Earthwork quantities are provided below.

The plans show an additional 68 CY of excavation for sidewalks, street and curb and gutter.

2.04 SUBGRADE PREPARATION, 6-INCHES
Per SDAS Section 2010 of the SDAS Specifications and the Special Provisions and as indicated on the Drawings. Work under this item includes all equipment, labor, and materials to bring the subgrade of all paved areas to grade (plus or minus 0.10'). Scarification requirement will be waived. All soft subgrade shall be determined by proof rolling of subgrade immediately after subgrade preparation. Over excavate soft subgrade and replace as necessary. Type A Compaction will be used for determining stability of subgrade.

Per SUDAS Section 7030 of the SUDAS Specifications and the Special Provisions and as indicated on the Drawings. This item shall include placement of modified subbase as indicated on the plans and required for construction. Contractor shall place material compacted as required to provide the thickness as indicated on the plans. Removal, disposal, stockpiling, compaction, delivery, and placement shall be considered incidental. Complete the work in accordance with the plans and these technical specifications and any special provisions included in the Contract Documents. Type A Compaction will be used for determining stability of subbase.

DIVISION 4 - SEWERS AND DRAINS - NOT USED

DIVISION 6 - STRUCTURES FOR SANITARY AND STORM SEWERS - NOT USED

Per SUDAS Section 7010 of the SUDAS Specifications and the Special Provisions and as indicated on the Drawings.

Per SUDAS Section 7010 of the SUDAS Specifications and the Special Provisions and as indicated on the Drawings.

Per SUDAS Section 7030 of the SUDAS Specifications and the Special Provisions and as indicated on the Drawings.

Per SUDAS Section 7030 of the SUDAS Specifications and the Special Provisions and as indicated on the Drawings.

Per SUDAS Section 7030 of the SUDAS Specifications and the Special Provisions and as indicated on the Drawings. This item includes minor grade adjustments, subgrade preparation, form work, additional thickness at thickened edges, and jointing. Sidewalk joints shall be saw cut at 5' intervals.

Per SUDAS Section 7040 of the SUDAS Specifications and the Special Provisions and as indicated on the Drawings.

Per SUDAS Section 7040 of the SUDAS Specifications and the Special Provisions and as indicated on the Drawings.

Per SUDAS Section 8030. The work includes, but is not limited to, installation, maintenance, and removal of temporary traffic control; total roadway closures with installation and removal of detour signing as shown in the contract documents; removal and reinstallation or covering of permanent traffic control devices that conflict with the temporary traffic control plan; monitoring and documenting traffic control conditions; and flaggers. When required in the contract documents, the following are also included in traffic control unless a separate bid item is provided: portable dynamic message signs, temporary barrier rail, temporary flood lighting, and pilot cars.

Per SUDAS Section 9010 of the SUDAS Specifications and the Special Provisions and as indicated on the Drawings. This item applies to the seed bed preparation, hydro seeding, fertilizing, and hydro mulching of all the disturbed lawn areas (areas as indicated on plans, details, and as directed by the Engineer). The seed mixture shall be urban seed mix Type 1 unless otherwise indicated on the plans. PRIOR to seeding, the Engineer shall observe that all disturbed areas were left in a prepared seedbed condition. Work includes removal of rock and other debris from the area, repairing rills and washes, preparing the seedbed, furnishing and placing seed, including any treatment required including furnishing and placing fertilizer

9.02 STORM WATER POLLUTION PREVENTION PLAN (SWPPP)
Per SUDAS 9040. The development of a SWPPP by the Contractor meeting local and state agency requirements, filing the required public notices, filing a Notice of Intent for coverage of the project under the Iowa DNR NPDES General Permit No. 2, and payment of associated NPDES permit fees.

Per SUDAS Section 9040. Includes all work required to comply with the administrative provisions of the Iowa DNR NPDES General Permit No. 2; including record keeping, documentation, updating the SWPPP, filing the Notice of Discontinuation, etc. Item also includes weekly inspections required to satisfy the provisions of General Permit No. 2

Per SUDAS Section 9040 and the plans. The Contractor shall maintain the wattles until the City has accepted all work and the site has been seeded, fertilized, mulched, and fully stabilized. Cleaning and removal of sediment from the wattles shall be considered incidental and shall be completed as required by the SWPPP and as directed by the Engineer. Payment for installation and removal shall be per linear foot.

Per SUDAS Section 9040. Item shall include placement of 30' x 15' stabilized construction entrance into the project site, to prevent tracking onto public right-of-way or private property. The location is not shown as this will be placed by the Contractor in location that best for their operations.

This item shall include all equipment, labor, and materials to remove and transport off-site excavated soil material and for placement and compaction of stabilization rock. After completion of work, Contractor shall remove all rock, debris, and all other construction related disturbances and return the area to the condition prior to construction. Grassed areas that are disturbed by equipment entering site or staged in areas adjacent to the site shall be scarified or disked to breakup the top 4-inches of topsoil. Final grading shall include eliminating all soil lumps larger than 2-inches, removal of all rock and debris, and preparation surface for planting and shall be considered incidental. All grading, soil import/placement, compaction, drainage pipe, temporary fencing, and removal and disposal of entrance materials after construction shall be considered incidental. Contractor shall protect existing surfaces as necessary to prevent contamination and transport of soil materials offsite.

DIVISION 11 - MISCELLANEOUS

Per SUDAS Section 11.010. Work includes, but is not limited to, the costs of resetting project control points, re-staking, and any additional staking requested beyond the requirements of this section.

Per SUDAS Section 11.020. Mobilization shall consist of preparatory work and operations for all items under the contract, including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the project sites; bonds and insurance; equipment and product storage; and for the establishment of all offices, buildings, and other facilities which must be performed or costs incurred prior to beginning of work on the various items on the project site. Incidental items include placement, maintenance and removal of temporary surfacing necessary for maintaining property access during construction. Temporary surfacing must be in general conformance with the Iowa DOT Standard Specifications. This item shall include demobilization costs and all work required for phasing of construction that is not called out in the measurement and payment under other items of work including minor removals.

Per SUDAS Section 11.050. Provide a concrete washout system that retains all concrete wash water and complies with specifications.

[illegible]

DEPARTMENT OF PUBLIC WORKS
24 N. CENTER ST.
MARSHALLTOWN, IA. 50158
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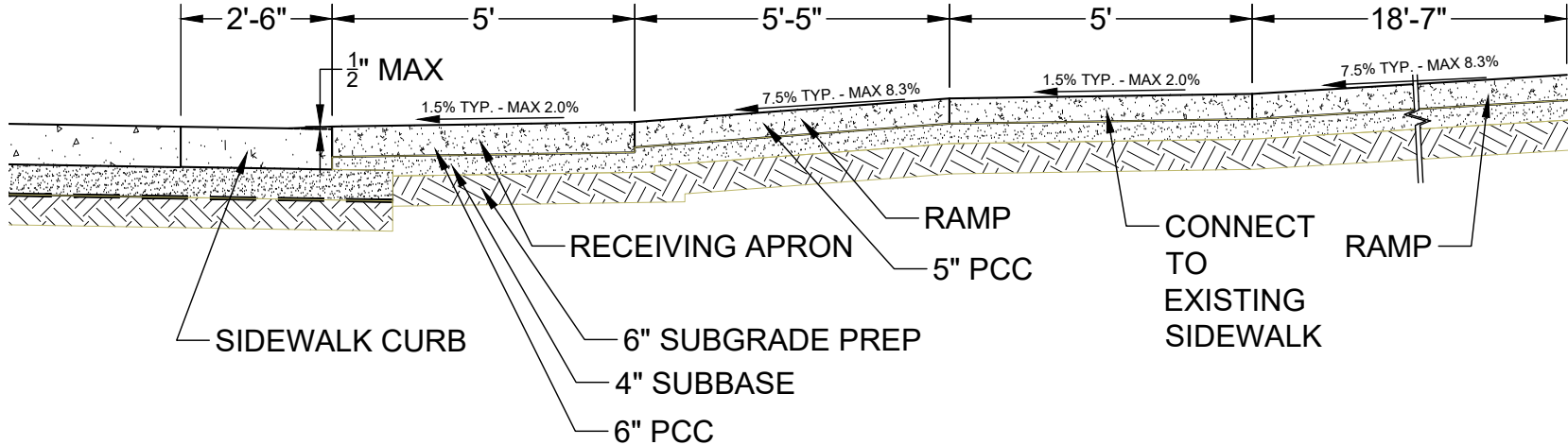
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Chk' By: JCK
Proj. No: PRK21-002
Dwg. No: ELKS PARK
VP. No: PLAN NOTES
Date: 5/18/22

PLAN NOTES

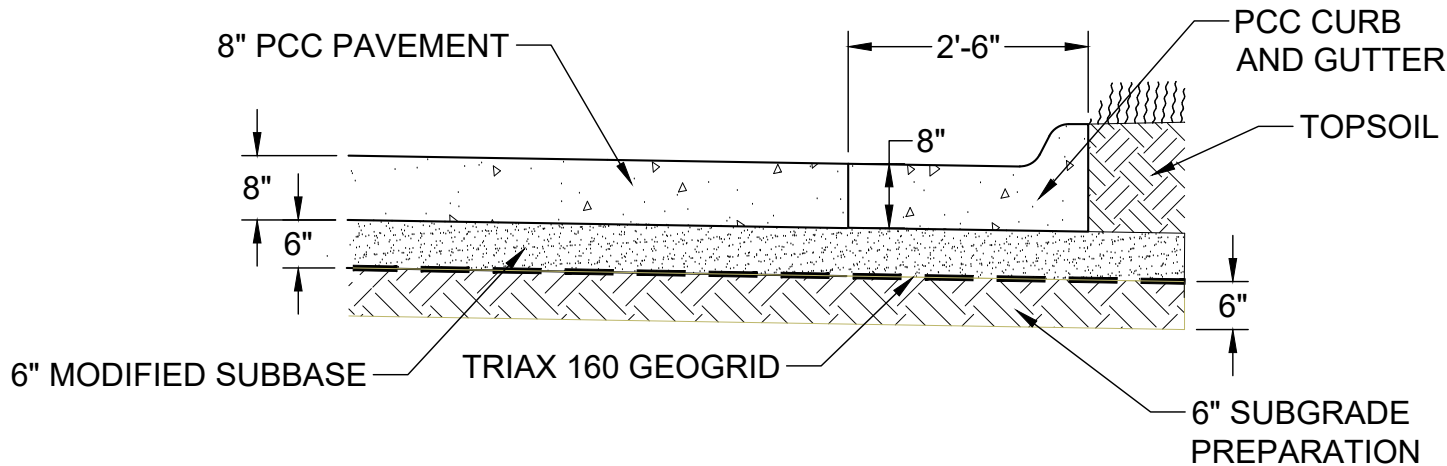
ELK'S PARK GRADING AND ADA
ACCESSIBILITY
MARSHALLTOWN, IOWA

ESTIMATE OF QUANTITIES

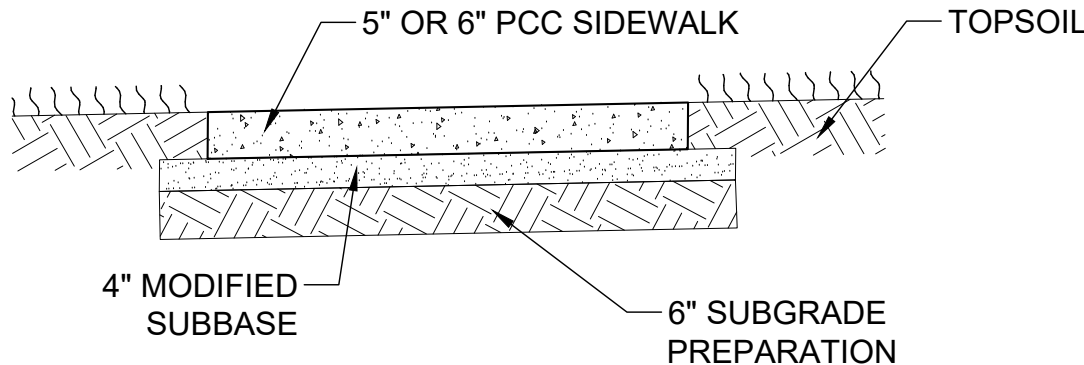
Item	Reference	Description	Quantity	Unit
1	CDBG	Project Construction Sign	1	LS
2	2010, 1.08, C	Clearing and Grubbing	1	LS
3	2010, 1.08, D	Topsoil, Spread	453	CuYd
4	2010, 1.08, E	Excavation, Class 10, Roadway and Borrow	387	CuYd
5	2010, 1.08, G	Subgrade Preparation	96	SqYd
6	2010, 1.08, I	Subgrade Stabilization, TriAx 160	96	SqYd
7	2010, 1.08, J	Modified Subbase Stone	76.9	Ton
8	7010, 1.08, A	PCC Pavement 8"	80.9	SqYd
9	7010, 1.08, E	PCC Curb and Gutter (8")	40	LF
10	7030, 1.08, A	Sidewalk Removal	6.7	SqYd
11	7030, 1.08, E	PCC Sidewalk (6")	12.0	SqYd
12	7030, 1.08, E	PCC Sidewalk (5")	137.4	SqYd
13	7040, 1.08, H	Pavement Removal	80.9	SqYd
14	7040, 1.08, I	Curb and Gutter Removal	40	LF
15	8030, 1.08, A	Temporary Traffic Control	1	LS
16	9010, 1.08, B	Seeding, Fertilizing, and Mulching - Type 1	0.56	Acre
17	9040, 1.08, A, 1	Stormwater Pollution Prevention Plan (SWPPP)	1	LS
18	9040, 1.08, A, 2	SWPPP Management	1	LS
19	9040, 1.08, F, 1	Wattle, 8"	545	LF
20	9040, 1.08, F, 2	Wattle, Removal	545	LF
21	9040, 1.08, O, 1	Stabilized Construction Entrance	50	SY
22	11,010, 1.08, A	Construction Survey	1	LS
23	11,020 1.08, A	Mobilization	1	LS
24	11,050, 1.08, A	Concrete Washout	1	LS



TYPICAL HANDICAP PARKING AND RAMP DETAILS



TYPICAL STREET AND CURB AND GUTTER DETAILS



TYPICAL SIDEWALK DETAIL

[illegible]

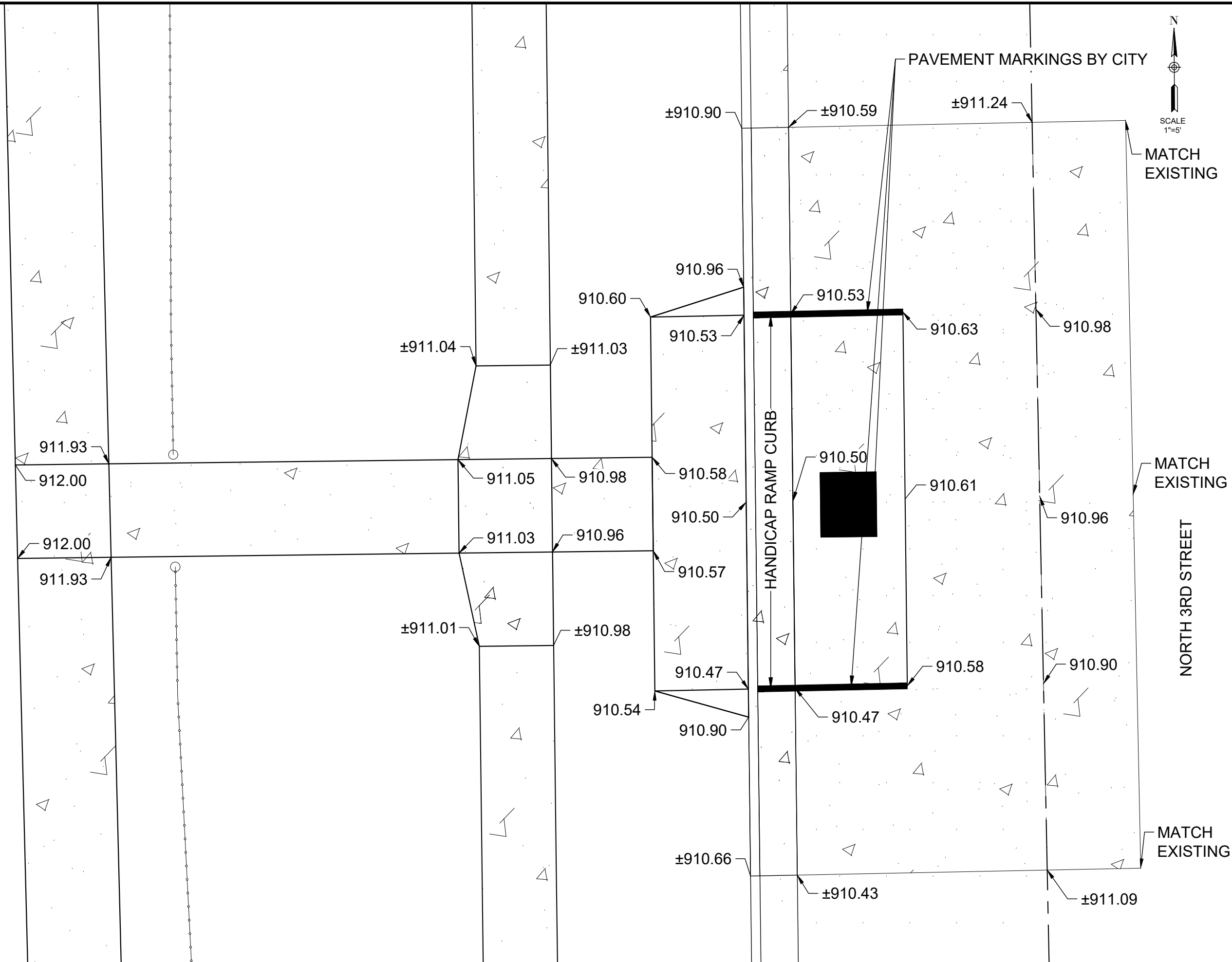
24 N. CENTER ST.
MARSHALLTOWN, IA. 50158
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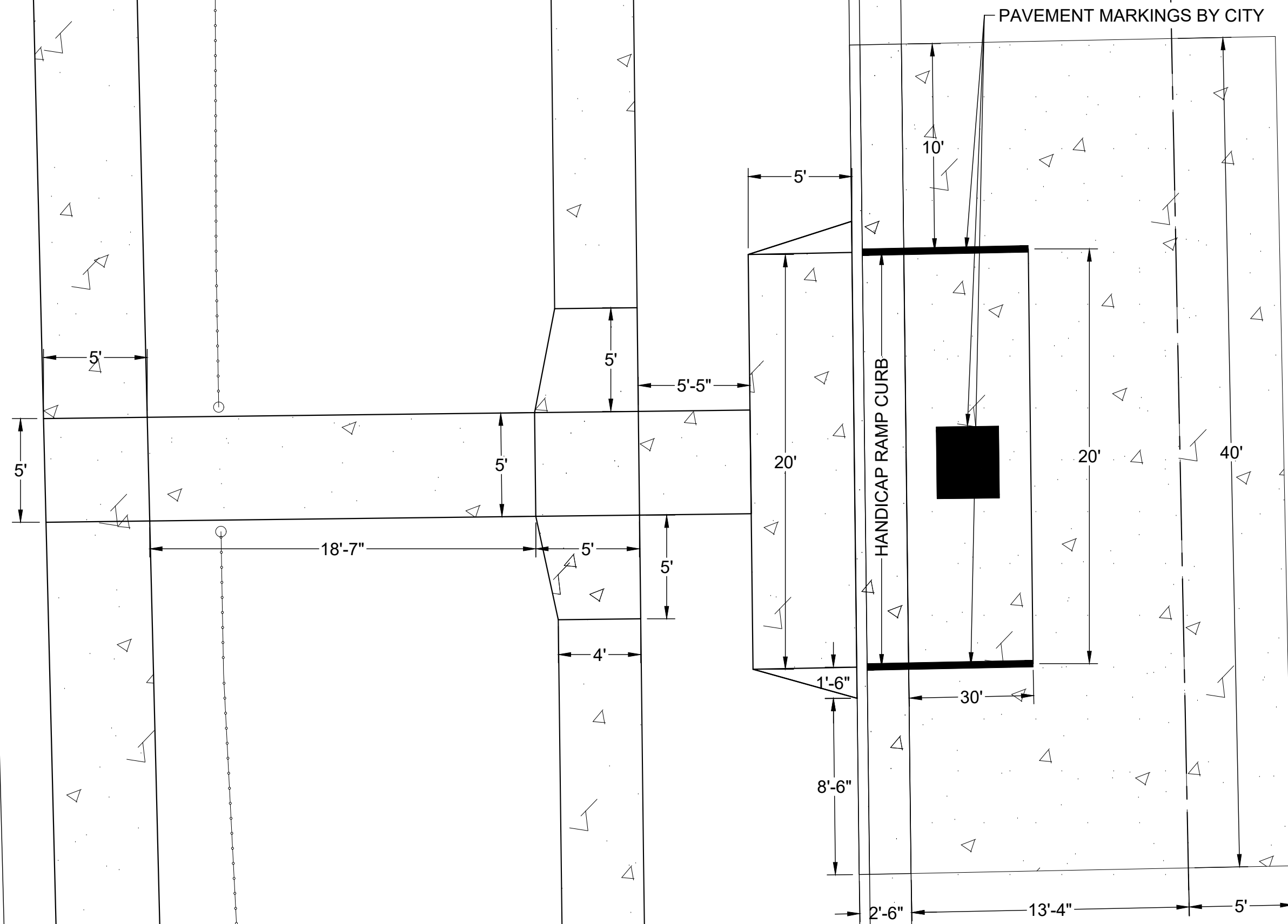


Chk' By:	JCK
Proj. No:	PRK21-002
Dwg. No:	ELKS PARK
VP. No:	EST QUANTITIES
Date:	5/18/22

ESTIMATE OF QUANTITIES &
TYP SECTIONS

ACCESSIBILITY
MARSHALLTOWN, IOWA

[illegible]



N

SCALE
1"=5'

NORTH 3RD STREET

HANDICAP PARKING AND RAMP DIMENSION PLAN

ELK'S PARK GRADING AND ADA
ACCESSIBILITY
MARSHALLTOWN, IOWA

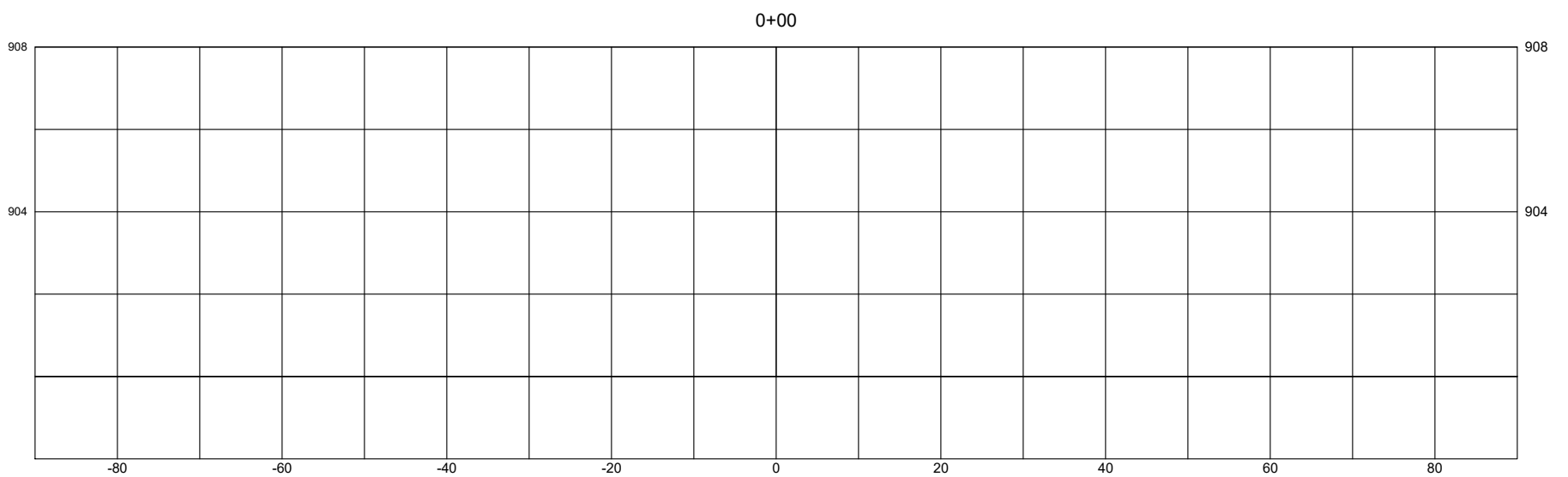
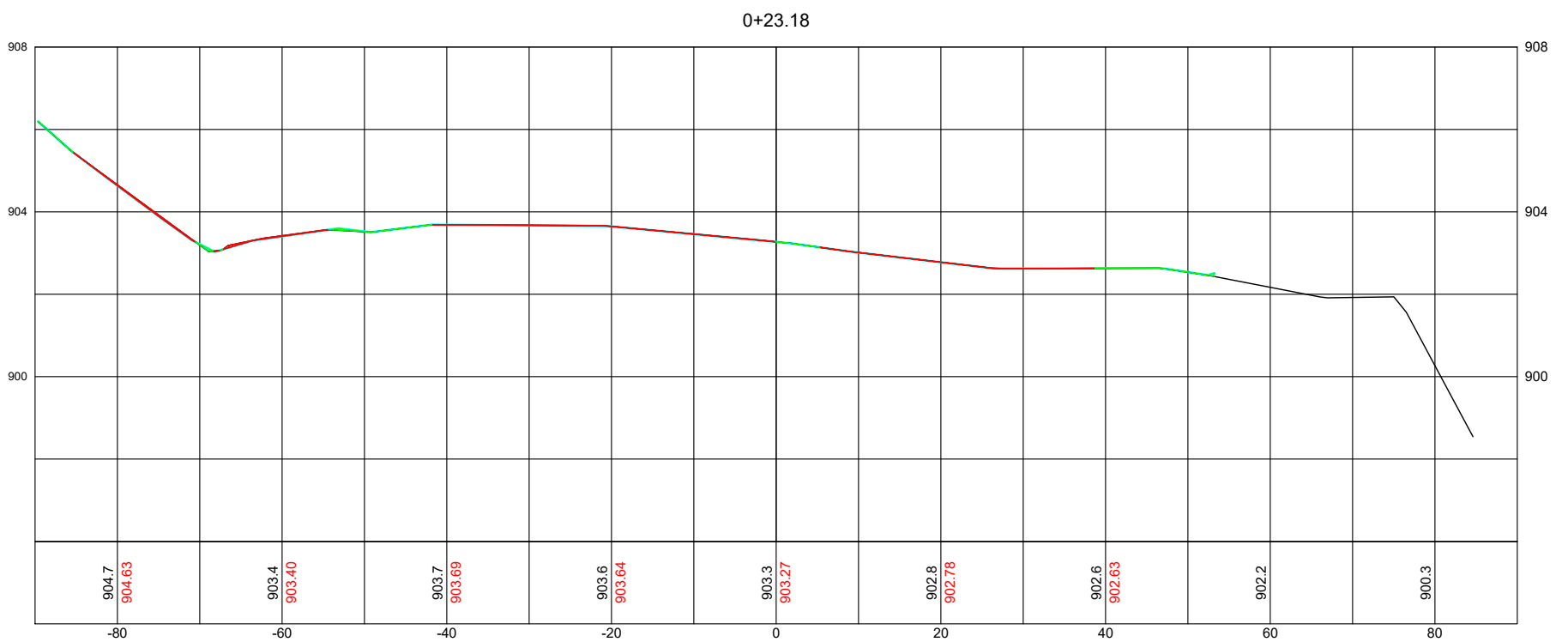
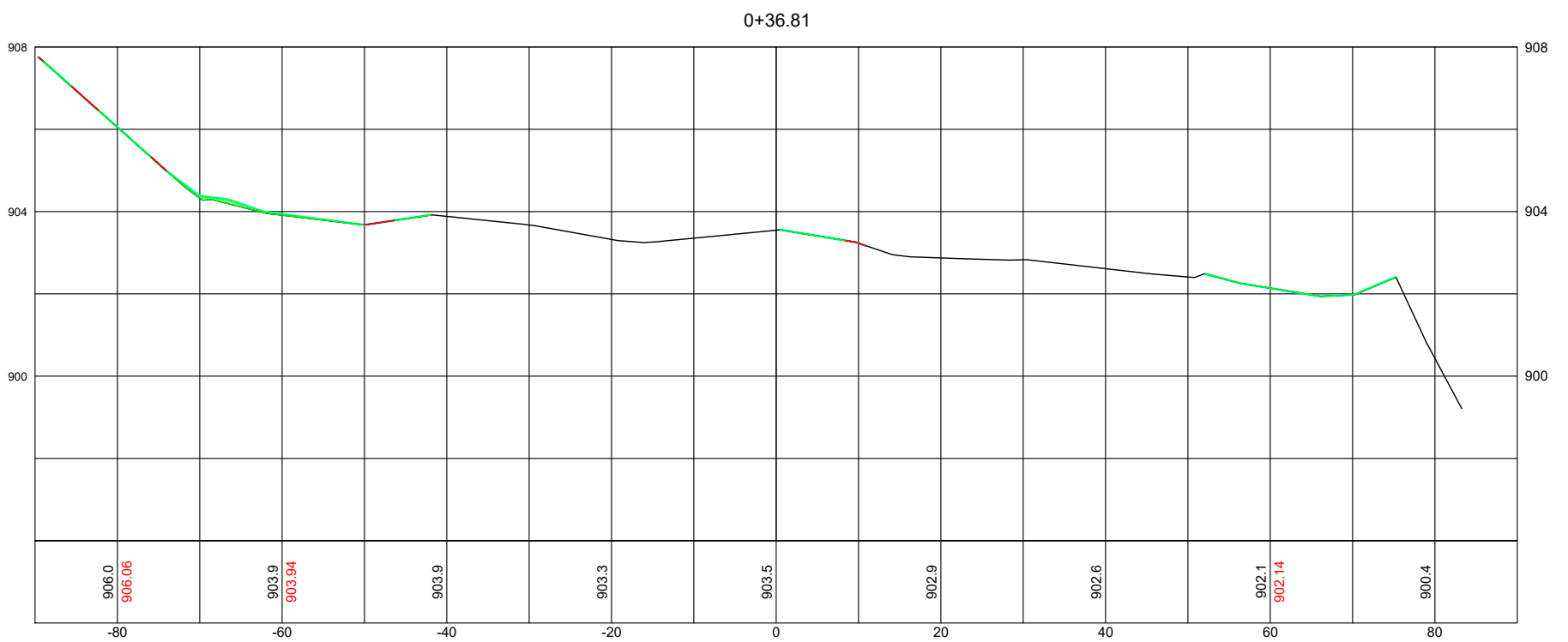
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Dwg. No:	ELKS PARK
VP. No:	PARKING (3)
Date:	5/18/22



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

[illegible]

SCALE
1" = 20' HORIZ
1" = 4' VERT



TEST TES
ELK'S PARK GRADING AND ADA ACCESSIBILITY MARSHALLTOWN, IOWA

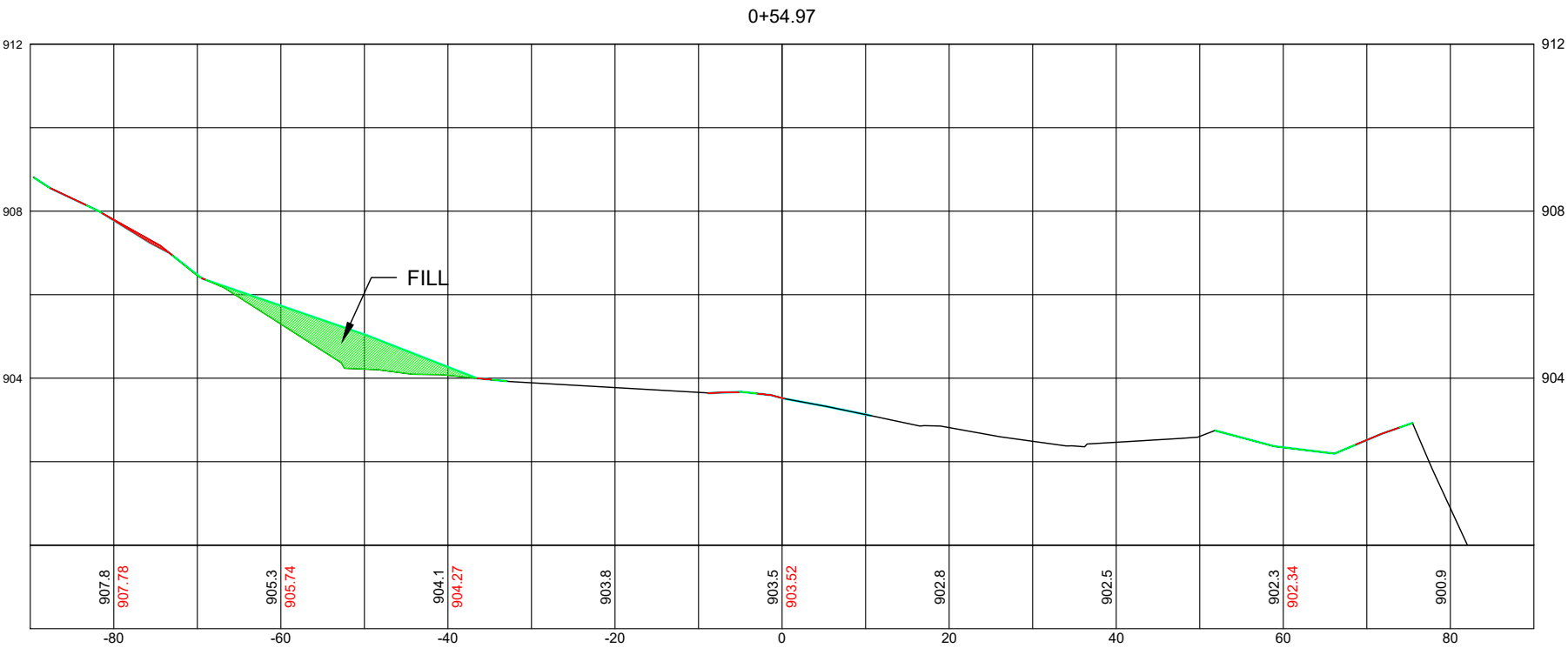
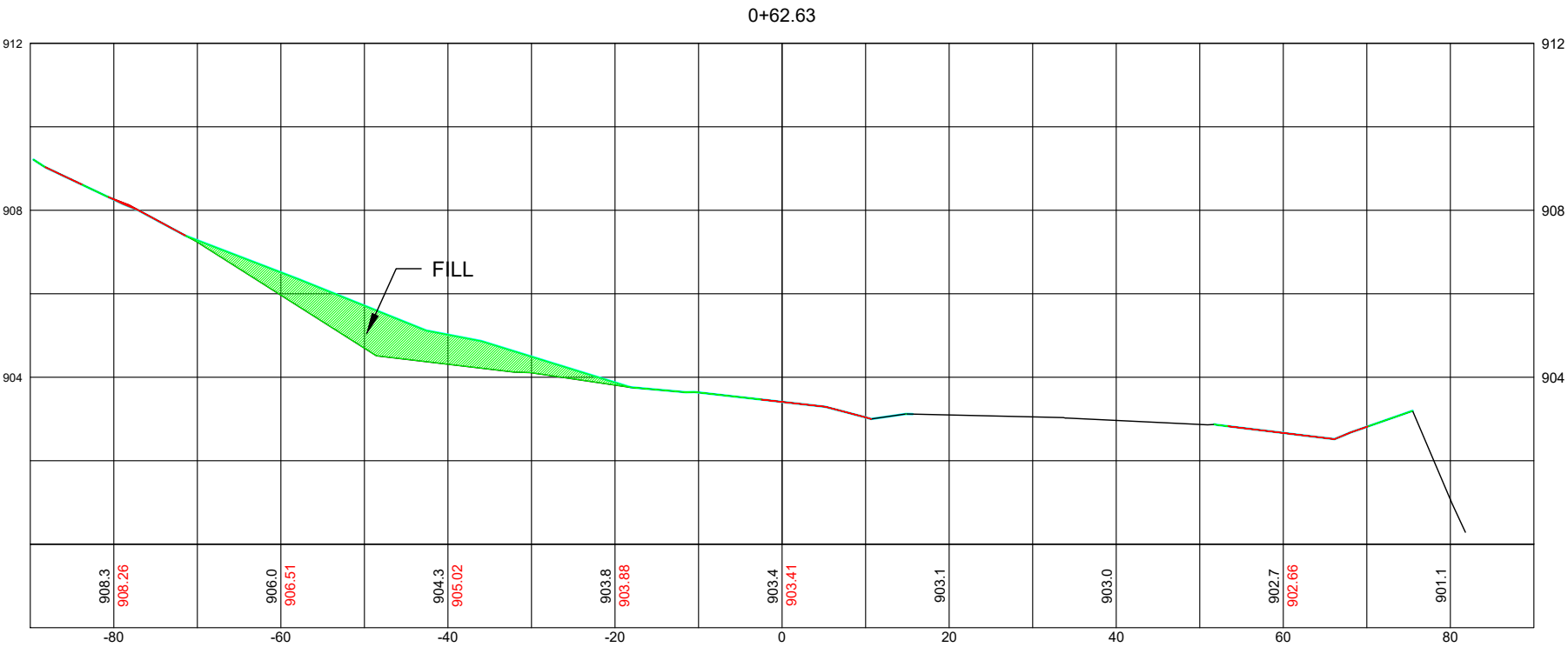
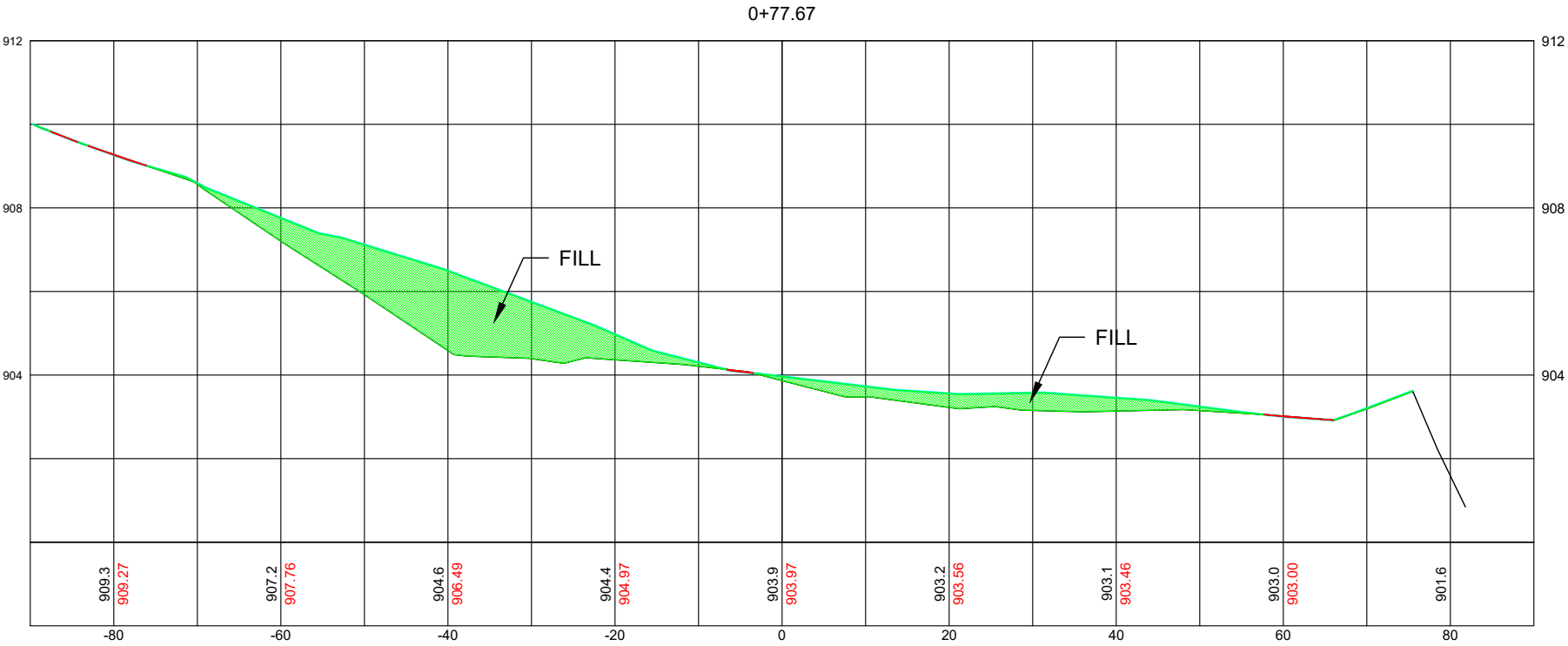
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Dwg. No:	ELKS PARK
VP. No:	X-SECT
Date:	5/18/22



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

No.	Revisions	By	App.	Date

SCALE
1" = 20' HORIZ
1" = 4' VERT



11
-10
13

TEST
TES

ELK'S PARK GRADING AND ADA
ACCESSIBILITY
MARSHALLTOWN, IOWA

Drawn By: JCK

Chk' By: JCK

Proj. No: PRK21-002

Dwg. No: ELKS PARK

VP. No: X-SECT-2

Date: 5/18/22



DEPARTMENT OF PUBLIC WORKS
24 N. CENTER ST.
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No.	Revisions	By	App.	Date	

CROSS SECTIONS

ELK'S PARK GRADING AND ADA ACCESSIBILITY
MARSHALLTOWN, IOWA

Drawn By: JCK
Chk' By: JCK
Proj. No: PRK21-002
Dwg. No: ELKS PARK
VP. No: X-SECT 3
Date: 5/18/22

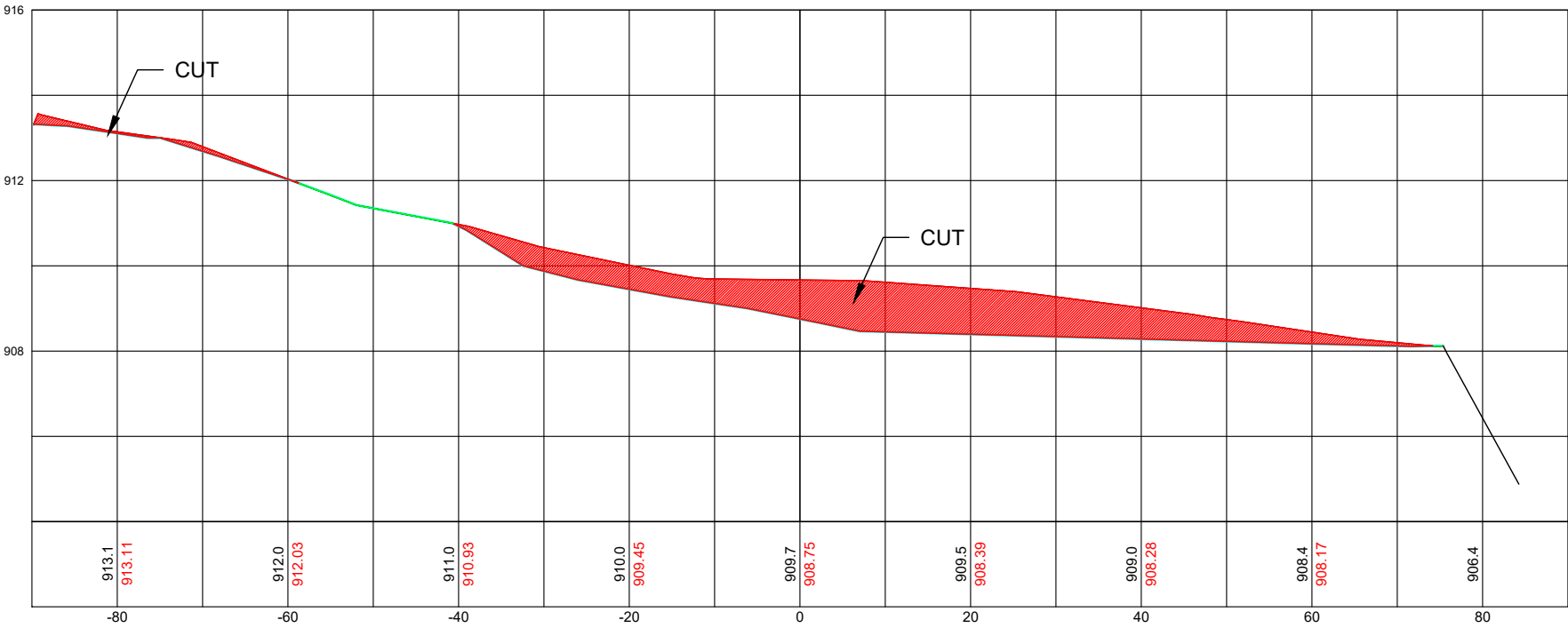


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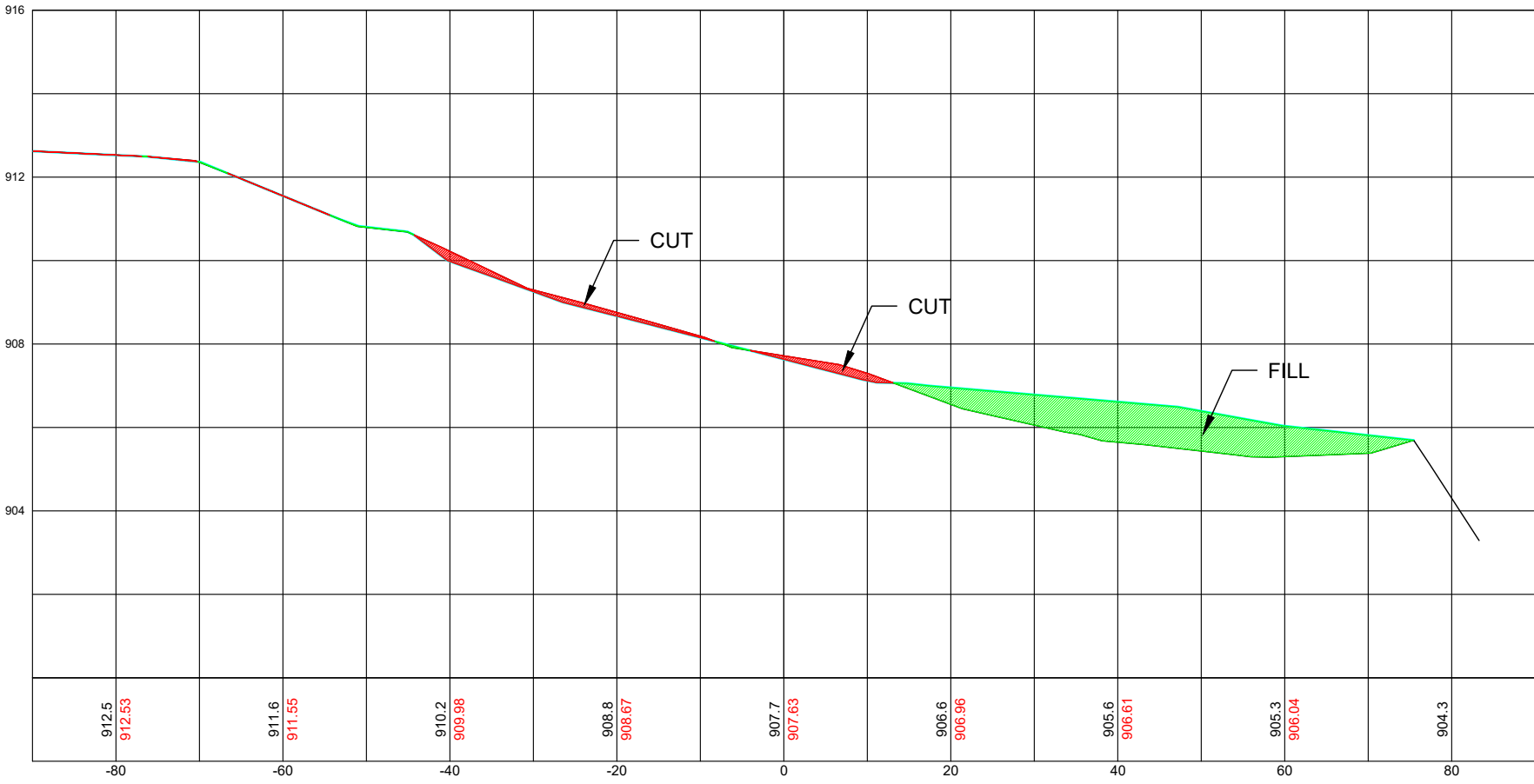
No.	Revisions	By	App.	Date	

SCALE
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1" = 4' VERT

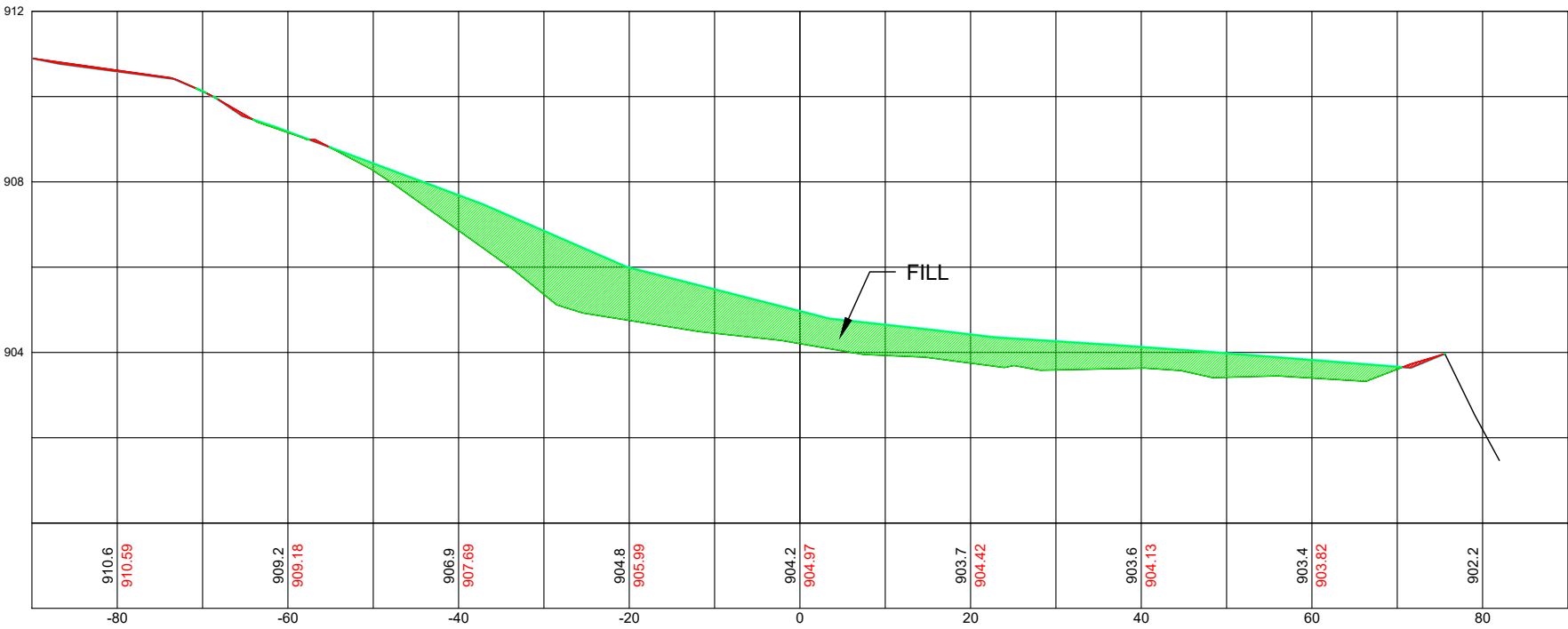
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1+42.34



0+96.34



CROSS SECTIONS

ELK'S PARK GRADING AND ADA ACCESSIBILITY
MARSHALLTOWN, IOWA

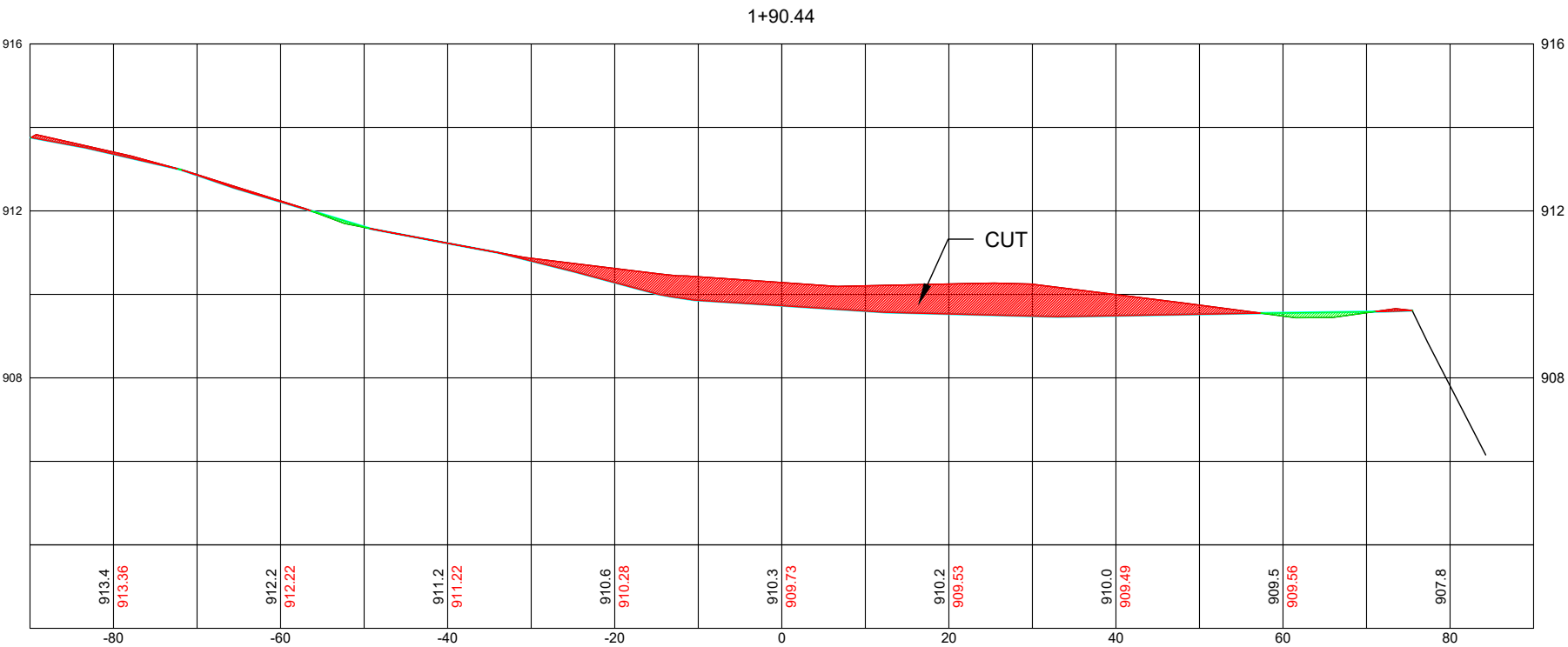
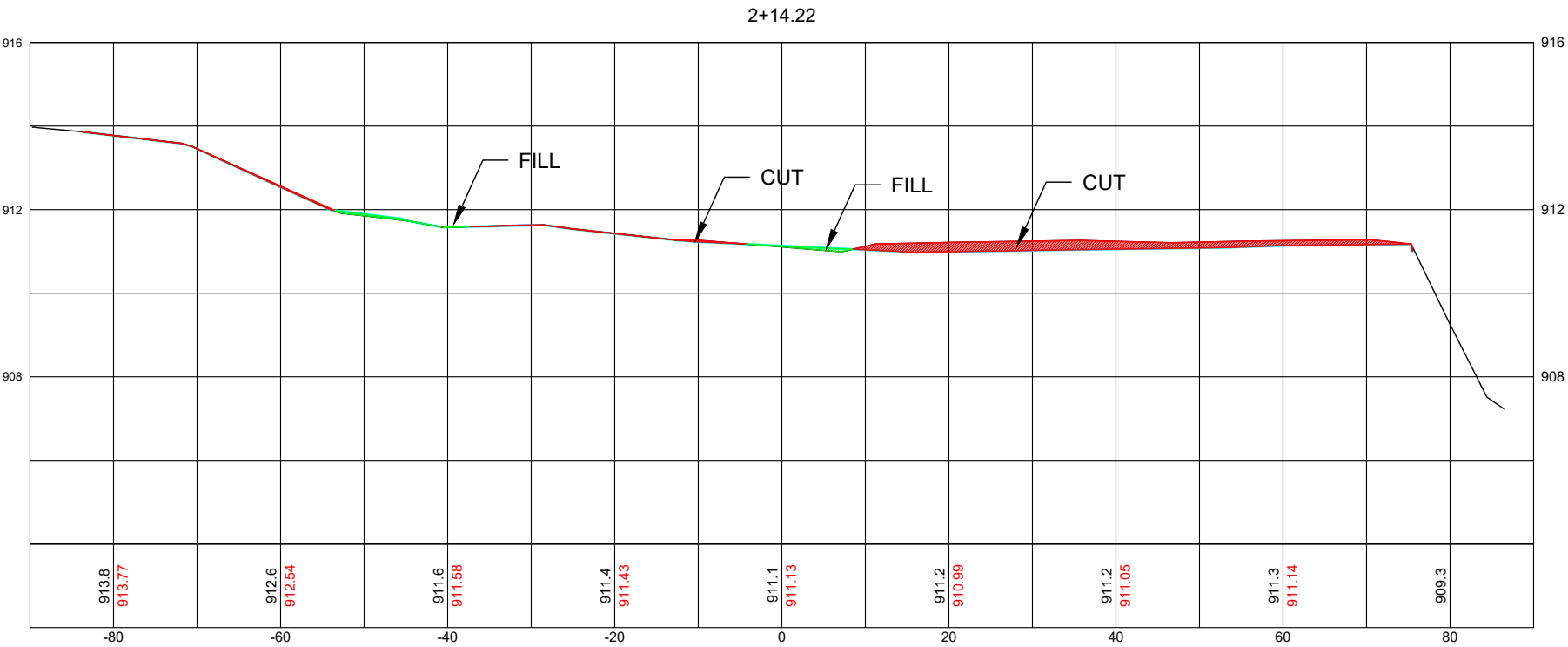
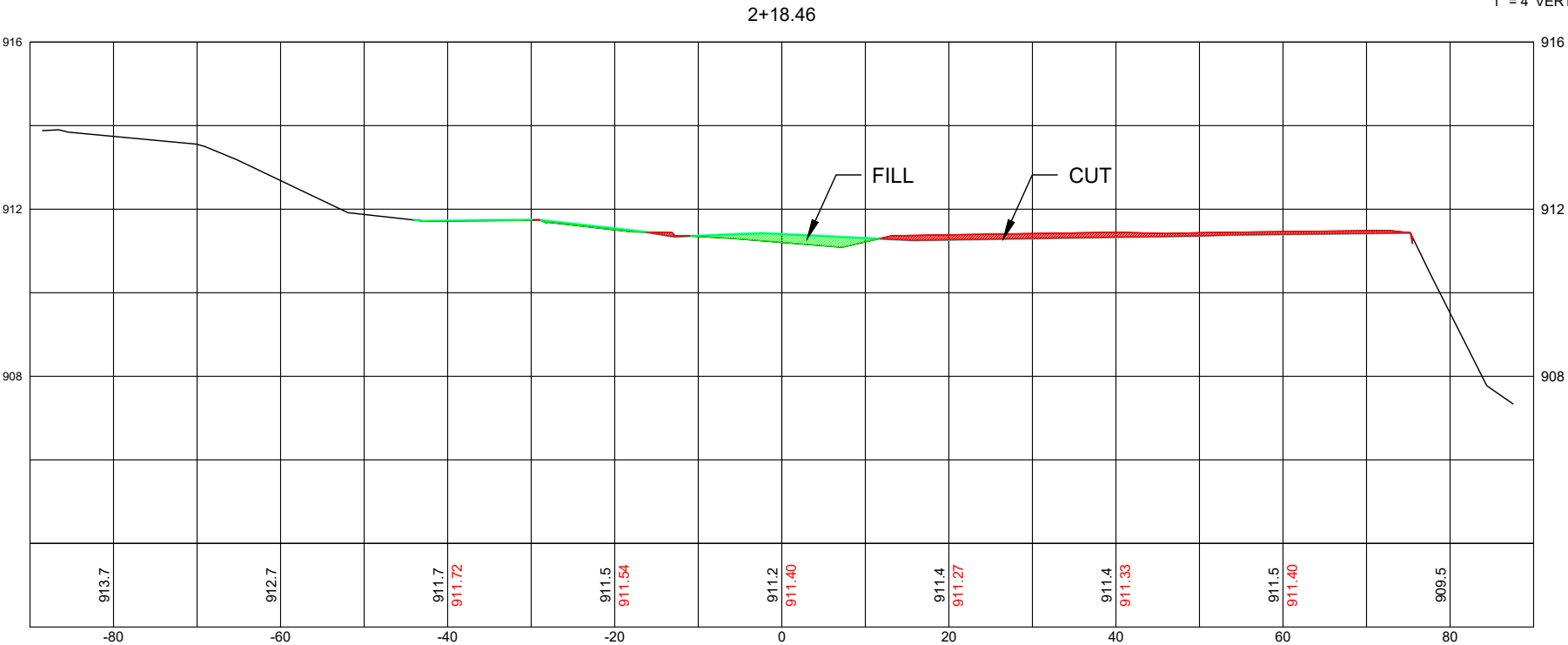
Drawn By: JCK
Chk' By: JCK
Proj. No: PRK21-002
Dwg. No: ELKS PARK
VP. No: X-SECT 4
Date: 5/18/22



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

No.	Revisions	By	App.	Date	

SCALE
1" = 20' HORIZ
1" = 4' VERT



ELK'S PARK ADA AND GRADING IMPROVEMENTS
City of Marshalltown Engineering Department
May 16, 2022

[illegible]

**RESOLUTION APPROVING A GRANT AGREEMENT WITH THE MOBIUS GROUP
FOR EXTERIOR WALL REPAIRS AT 22 NORTH 1ST AVENUE**

WHEREAS, the City of Marshalltown has secured a loan from the Nuisance Property and Abandoned Building Remediation Loan Program administered by the Iowa Economic Development Authority for the purpose of repairing exposed shared or party walls located in the Marshalltown Central Business District; and

WHEREAS, the building located at 22 North 1st Avenue, owned by the Mobius Group, will have an exposed shared wall following the demolition of 24 North 1st Avenue; and

WHEREAS, the scope of work has been provided for a new external surfacing of the wall, totaling \$48,400;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that the attached Grant Agreement with The Mobius Group for \$48,400 is hereby approved and the Mayor is directed to execute the agreement.

Passed this 13th day of June 2022, and signed this _____ day of June, 2022.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

MARSHALLTOWN

I O W A

Joel Greer, Mayor
Jessica Kinser, Administrator
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5701
Fax - (641) 754-5717

TO: Mayor Greer and City Council
FROM: Jessica Kinser, City Administrator
DATE: June 2, 2022
RE: Shared Wall Grant Agreement- 22 N 1st Ave

Policy Issue: Council must approve agreements awarding grants

☒ Goal 1: Expand and improve development	☐ Goal 3: Continually improve the City's organization & services
☐ Goal 2: Enhance Marshalltown's public image	☐ Goal 4: Partner with others to improve quality of life

Specific Objective/Action: Objective 1: Support the MCBF and development in Downtown-- Administer the shared wall grant program

Recommendation: To approve the resolution as proposed

Budget Impact: See attached spreadsheet for accounting of the shared wall funds

Description/Background: The City is borrowing \$500,000 from the Iowa Economic Development Authority Nuisance Property and Abandoned Building Remediation Fund, which matures in March 2025, with a 0% interest rate. The loan agreement also allows for the possibility of forgiveness upon maturity. We set this loan up to help support building owners who found themselves in a situation where they were suddenly responsible for building a new exterior wall following demolition activities in the downtown. So far three projects have been funded, and we have three more on the way.

This agreement is with The Mobius Group, who owns 22 North 1st Avenue. The City is taking down 24 North 1st Avenue, with a deadline of August 15, 2022. This grant is for 100 percent of the cost to provide a new exterior finish. The City will allow this work to be completed before surveying the property to determine where new property lines will exist. Following the completion of the work, the City will also concrete over the space from the demolition to 24 North 1st Avenue to create a new entrance into the City Centre parking lot.

The enclosed spreadsheet also shows the accounting of the \$500,000. While change orders are likely, it appears that we will have more than enough funding to cover the shared wall projects. We will see to identify any other outstanding projects before discussing an amendment for use with the State for the work for 21 West Main Street and 20 East Main Street.

CITY COUNCIL

Al Hoop, Gabriel Isom, Barry Kell, Mike Ladehoff,
Jeff Schneider, Gary Thompson, Dex Walker



**CITY OF MARSHALLTOWN
GRANT AGREEMENT
FOR THE REPAIR OF A SHARED WALL**

This Grant Agreement ("Agreement") is made this _____ day of _____, 2022, by and between the CITY OF MARSHALLTOWN, IOWA ("City"), an Iowa municipal corporation, and THE MOBIUS GROUP ("Grantee").

Recitals

WHEREAS, the City has secured a loan ("IEDA Loan") from the Nuisance Property and Abandoned Building Remediation Loan Program administered by the Iowa Economic Development Authority ("IEDA") for the purpose of repairing exposed shared or party walls located in the Marshalltown Central Business District; and

WHEREAS, the City is granting funds from the IEDA Loan to owners of eligible properties, including the property ("Property") located at 22 NORTH 1ST AVENUE, and legally described as follows:

THE NORTH 20 FEET OF THE SOUTH 40 FEET OF LOTS 1 AND 2, BLOCK 20,
TOWN OF MARSHALL, MARSHALL COUNTY, IOWA, ALSO THE WEST 10
FEET OF THE SOUTH 20 FEET OF SAID LOT 2, BLOCK 10 TOWN OF
MARSHALL, MARSHALL COUNTY, IOWA; and

WHEREAS, Grantee, as owner of the Property, accepts this grant of funds ("Grant") upon the terms and conditions set out in this Agreement.

Agreement

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the parties agree as follows:

1. **PROJECT.** "Project" means the activities and other obligations to be performed or accomplished by Grantee to repair one or more exterior shared or party wall(s) upon the Property, as more fully described in the Scope of Work, attached hereto as "Exhibit A" and incorporated herein by this reference.

2. **PROJECT COMPLETION PERIOD.** The Project must be completed, and accepted as complete by the City, in its discretion, within one (1) year from the effective date of this Agreement, being the date of last signature below.

3. **GRANT AMOUNT.** The amount of the Grant shall not exceed Forty Eight Thousand Four Hundred and 00/100 Dollars (\$48,400). The City's obligation to provide Grantee funds pursuant to this Agreement is contingent upon the availability of funds from the IEDA Loan. Grantee agrees to hold the City harmless from any damage Grantee may sustain as a result of funds for the Project being unavailable from the IEDA Loan.

4. **REIMBURSABLE COSTS.** Payment of Grant funds shall be made on a reimbursement basis. Reimbursable costs under this Agreement constitute those costs incurred

by Grantee that are directly related to the Project. Costs incurred by the Grantee for work on the Project completed prior to City Council approval of this Agreement may be included as reimbursable Project costs if otherwise eligible pursuant to the provisions of this Agreement, provided no costs incurred prior to April 13, 2020, the date the IEDA Loan was approved, shall be eligible for reimbursement.

5. **REIMBURSEMENT PROCEDURE.** Grantee's request for reimbursement shall be submitted to the City in writing upon Project completion and shall include final invoice(s) from Grantee's contractor(s) and documentation of payment to Grantee's contractor(s), including but not limited to one or more cancelled checks. It is in the City's discretion to reimburse at a more frequent interval based on the size of the project, the contracted payment schedule, the amount of work completed, and other factors deemed pertinent.

6. **MAINTENANCE OF INSURANCE.** Grantee shall maintain the Property in good repair and condition, ordinary wear and tear excepted, and shall not suffer or commit waste or damage upon the Property. Grantee shall pay for and maintain casualty insurance in an amount not less than the full insurable value of the Property. Grantee shall provide the City with a copy of every insurance policy in effect relative to the Property upon execution of this Agreement, with subsequent notice to the City of any change thereto or cancellation thereof.

7. **RELATIONSHIP OF PARTIES; INDEMNIFICATION.** Grantee shall be solely responsible for completing all work on the Project, which shall under no circumstance be considered a joint venture between Grantee and the City. Nor shall either party be considered an agent of the other for purposes of the Project. Further, Grantee agrees to indemnify, defend, and hold harmless the City from all claims, actions, damages, and costs of every name and description, arising out of or resulting from the Project or Grantee's obligations under this Agreement.

8. **ASSIGNMENT.** Grantee may not assign or transfer this Agreement, by transfer of the Property or otherwise, without the City's prior written consent.

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

10. **MISCELLANEOUS.** Any publications or media releases related to the Project shall contain the following with note that the Project is sponsored in part by the IEDA and the City: (a) the City's obligation to provide funds is contingent on funds being available to the City from the IEDA Loan; (b) Grantee shall hold the City harmless from any damage Grantee sustains as a result of funds for the Project being unavailable; and (c) the Mayor, City Councilmembers, and employees of the City of Marshalltown, and their immediate family members will not be paid for

any work they perform on the Project through contracts with Grantee unless that work was contracted through a competitive bidding process.

11. **EXECUTION.** When and if executed by both Grantee and the City, this Agreement shall become a binding contract.

THE MOBIUS GROUP
an Iowa Partnership

CITY OF MARSHALLTOWN, IOWA,
an Iowa municipal corporation

Dated this 7th day of JUNE 2022

Dated this ____ day of _____ 2022

By: _____

John T. Lynch, Partner

By: _____

Joel Greer, Mayor

Attest: _____

Alicia Hunter, City Clerk

Address: PO Box 810
Clear Lake, IA 50428

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

Telephone: (619) 846-4494

Telephone: (641) 754-5701

City of Marshalltown
IEDA Nuisance Abatement Loan Budget

ADDRESS	PIN	OWNER NAME	Engineering	Contract	Total	Paid To Date 6/13/2022	Contract Remaining	CURRENT STATUS
27 NORTH CENTER STREET	8418-26-456-003	JOEL AND ANTONIO BOTELLO	\$ 760	\$ 46,250	\$ 47,010	\$ 39,550.00	\$ 6,700.00	Stucco complete 5/20/22; drainage TBD
9-11 EAST STATE STREET	8418-26-456-008	WIN KYAW	\$ 760	\$ 58,770	\$ 59,530	\$ 58,770.00	\$ -	Finishing Stucco underway
105 WEST MAIN STREET- Rear	8418-26-380-009	JARM BUILDING CO. (MCGREGORS)	\$ 1,313	\$ 39,576	\$ 40,889	\$ 40,888.50	\$ -	COMPLETE
105 WEST MAIN STREET- Front	8418-26-380-009	JARM BUILDING CO. (MCGREGORS)	\$ -	\$ 110,110	\$ 110,110			Awaiting estimate
14 WEST MAIN STREET	8418-35-128-007	MELINDA DIANE UITERMARKT	\$ -	\$ 88,000	\$ 88,000			Awaiting estimate
22 NORTH 1ST AVENUE	8418-26-456-013	JOHN T. LYNCH/MOBIUS GROUP	\$ -	\$ 48,400.00	\$ 48,400			Council approval of Grant Agreement on 6/13

\$ 393,939 \$ 139,208.50

Total Loan \$ 500,000

Loan Remaining \$ 106,062

RESOLUTION ESTABLISHING A COMPOST FEE

WHEREAS, the City of Marshalltown adopted Ordinance 15042 on June 13, 2022, which creates a City Compost Utility; and

WHEREAS, said Ordinance requires the fee for the operations of the Compost Facility to be set by resolution of the City Council;

NOW THEREFORE BE IT RESOLVED THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, the monthly Compost Fee is hereby set at \$1.50 for each of the following property classifications:

- *Commercial property.* All commercial properties shall pay a single assessment charged against each water meter serving such commercial property.
- *Industrial property.* All industrial properties shall pay a single assessment charged against each water meter serving such industrial property.
- *Single-Family Residential.* A single assessment shall be made against each single-family residential unit served by a single water meter.
- *Multiple-family units.* Multiple-family units, whether each unit is occupied or unoccupied, shall pay one assessment per individual living unit, regardless of whether a single owner has title to the entire multi-unit complex. The owner shall pay a single assessment amount for each such individual living unit. **MULTIPLE-FAMILY UNITS** are defined as dwellings that are designed for occupancy by more than one family or group of individuals. The number of multiple units shall be measured by the number of families or individual groups which may be housed in such a structure and not by the number of water meters serving the multiple-family unit. The city may rely upon current data or the records of the housing and inspection officials in the city to determine the number of individual family units in any multiple-family unit complex.
- *Agricultural property.* Property utilized for agricultural purposes shall be assessed a single assessment charge against each water meter serving such agricultural property. In addition, agricultural property that has a house or other structure upon it shall be assessed a single assessment regardless of whether there is a water meter serving such agricultural property.
- *Trailer courts.* Each individual lot of a trailer court shall be considered a separate family unit for purposes of assessment of the fee. Trailer courts shall be assessed as multiple-family units. Each individual trailer lot shall be subject to a separate assessment, whether occupied or unoccupied.

BE IT FURTHER RESOLVED, the effective date for the Compost Fee is July 1, 2022, or the first date thereafter in which Marshalltown Water Works can apply the fee to utility bills.

Passed this 13th day of June, 2022, and signed this _____ day of _____, 2022.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

MARSHALLTOWN

I O W A

Joel Greer, Mayor
Jessica Kinser, Administrator
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5701
Fax - (641) 754-5717

TO: Mayor Greer and City Council
FROM: Jessica Kinser, City Administrator
DATE: June 3, 2022
RE: Compost Fee

Policy Issue: Council must set the Compost Fee by resolution

☐ Goal 1: Expand and improve development	☒ Goal 3: Continually improve the City's organization & services
☐ Goal 2: Enhance Marshalltown's public image	☐ Goal 4: Partner with others to improve quality of life

Specific Objective/Action: Objective 5: Maintain a financially healthy organization

Recommendation: To table the resolution discussion at the June 27th regular meeting

Budget Impact: See below

Description/Background: At the May 23rd meeting, Council provided direction on how to move forward with the implementation of the Compost Fee, which can be adopted by resolution following the third reading of the ordinance amending Chapter 58, which creates the compost utility. The direction provided at the meeting of assessing a \$1.50 per month fee to all utility accounts and making the facility free of use for all customer types. This direction has some unintended consequences that were not discussed at the May 23rd Council meeting, and we believe tabling this item for further discussion of and review of the expenses associated with various customers is necessary for the success of this fee and the Compost Facility.

Specifically, making the Compost Facility free for the use of private tree contractors is going to create a significant impact on the Facility which we do not see now. Tree contractors are required by the Iowa DNR to chip or grind their tree material and not burn it. This creates a real expense which private tree contractors are bearing the burden of now, which then becomes free under the proposed resolution. Many other municipal compost facilities in the area do not accommodate private tree contractors, and those contractors will drive to Marshalltown to dispose of their tree debris.

Staff recommends tabling the resolution to a discussion on June 27th, knowing the implementation date will be further delayed. If the Council would like to proceed with adoption of a resolution at the June 13th meeting, staff recommends amending the resolution to increase the monthly fee to accommodate the commercial tree contractors which had not been factored in previously or to amend the resolution to charge only residential properties and create free use for residential property owners only.

CITY COUNCIL

Al Hoop, Gabriel Isom, Barry Kell, Mike Ladehoff,
Jeff Schneider, Gary Thompson, Dex Walker



Compost – A Look @ Costs for Tree Debris in Typical Commercial Delivery Vehicles



Small Dump Truck (1 Ton) - **\$30, \$28.68**
FLS = 5'W * 8'L * 2.5'H ~ 3.7 CY



Medium Dump Truck (Single Axle) - **\$50, \$51.93**
FLS = 5'W * 10'L * 3'H + 2' Pile ~ 6.7 CY



Large Dump Truck (Tandem Axle) - **\$75, \$105.4**
FLS = 5.5'W * 16'L * 3.5'H + 2' Pile ~ 13.6 CY



14' Trailer - **\$35, \$104.63**
FLS = 6.5'W * 14'L * 3'H + 3' Pile ~ 13.5 CY



Semi-Truck & Trailer - **\$150, \$179.03**
FLS = 6.5'W * 16'L * 5'H + 3' Pile ~ 23.1 CY

- Currently, tree debris is collected and we contract out: Grinding, Hauling, and Disposing
 - Cost Varies; Last Contract was \$7.69 / CY
- Staff recommends additional discussion on Compost Fees, particularly related to commercial

Financial Scenarios Shown

City Revenue: Gate Fee (-\$##) – shown below

City Expenses: Sample Disposal Cost for Grinding/Disposal (\$##) @ \$7.75/CY – shown below (not including expenses like compost attendants, facility utilities, etc)

FLS = Full Load Scenario, Estimated

**RESOLUTION APPROVING THE IOWA STATE REVOLVING FUND
ENVIRONMENTAL INFORMATION DOCUMENT**

WHEREAS, the City of Marshalltown is completing a WPC Headworks and Digester project to make improvements to the wastewater treatment facilities to enhance the reliability and to replace an aging system to safely and reliably operate the City of Marshalltown's wastewater system for at least the next 20 years; and

WHEREAS, there was placed on file in the office of the Clerk of the City of Marshalltown, Iowa, a public notice of hearing on such Environmental Information Document through a State Revolving Fund (SRF) loan and notice was duly published in the Marshalltown Times-Republican in time for hearing now before the Council, and

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

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

Section 1. The Mayor and City Clerk are hereby authorized and directed to execute the Iowa SRF Environmental Information Document on behalf of the City of Marshalltown.

Passed this 13th day of June 2022, and signed this ____ day of June 2022.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

MARSHALLTOWN

I O W A

Joel Greer, Mayor
Jessica Kinser, Administrator
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5701
Fax - (641) 754-5717

TO: Mayor Greer and City Council
FROM: Heather Thomas, Public Works Director
DATE: June 13, 2022
RE: Environmental Review for Headworks & Digester (WPC 21-001)

Policy Issue: Project Documents require acceptance of project completion.

☐ Goal 1: Expand and improve development	☒ Goal 3: Continually improve the City's organization & services
☐ Goal 2: Enhance Marshalltown's public image	☐ Goal 4: Partner with others to improve quality of life

Specific Objective/Action: Develop comprehensive plans for City infrastructure and improvements – Implementation Phase

Recommendation: City Staff recommend authorization of mayor to sign the Environmental Information Document following the Public Hearing.

Budget Impact: None

Description/Background: The City plans to use State Revolving Funds for the WPC Headworks and Digester project. As part of the funding, an environmental review of the project and its potential environmental impacts is required.

Iowa DNR has prepared their findings and are concluding No Significant Impact. Additional details included in the attached EID.

Attachments: Environmental Information Document

i:\public works\council items\2022\final clarifier\memo - wpc 20-001 final clarifier project.docx

CITY COUNCIL

Al Hoop, Gabriel Isom, Barry Kell, Mike Ladehoff,
Jeff Schneider, Gary Thompson, Dex Walker



Why You Should Read This: The document below reviews the environmental impact likely from a project. This project is planned to be federally funded through your tax dollars; therefore, you are entitled to take part in its review. If you have concerns about the environmental impact of this project, raise them now. We encourage public input in this decision making process.



IOWA STATE REVOLVING FUND
ENVIRONMENTAL INFORMATION DOCUMENT

PROJECT IDENTIFICATION

Applicant: City of Marshalltown
County: Marshall
State: Iowa

SRF Number: CS1921044 01
Iowa DNR Project Number: W2020-0410A

COMMUNITY DESCRIPTION

Location: The City of Marshalltown is located in Marshall County, Iowa approximately 60 miles northeast of Des Moines, Iowa and 42 miles east of Ames, Iowa.

Population: The population of Marshalltown according to the 2020 US Census was 27,591. The design population equivalent for the year 2040 is 27,646.

Current Waste Treatment: The existing Water Pollution Control Plant is a 13 million gallons per day wastewater treatment facility (WWTF) serving 9,100 homes and businesses. The existing headworks equipment and process piping was installed as part of a major upgrade project in 1986, and much of the headworks and ventilation equipment is approaching the end of its useful life. Ventilation in this area does not meet current NFPA 820 standards for ventilation requirements for wastewater treatment facilities. The existing facility currently includes two (2) Parkson Aqua Guard screens, three (3) Eutek TeaCup grit removal units, one (1) Eutek Grit Snail, and one (1) belt conveyor to transfer screenings and grit to a dumpster in the sludge loadout room. The digester complex consists of three (3) anaerobic digesters, which were rehabilitated in the 2002 project including conversion of Digester 1 to temperature-phased anaerobic digestion (TPAD), digester cover work, and new mixers and draft tubes.

PROJECT DESCRIPTION

Purpose: The purpose of this project is to make improvements to the wastewater treatment facilities to enhance their reliability and to replace an aging system to safely and reliably operate the City of Marshalltown's wastewater system for at least the next 20 years.

Proposed Improvements: The WWTF improvements project serves to update the process equipment including new screens and wash presses, improved grit removal and a grit washer, and ventilation for the preliminary treatment area would be updated to most current NFPA 820 standards. The improved grit removal system will reduce the introduction of grit material in the downstream treatment process, thereby reducing wear and tear on equipment. Grit also ends up in the anaerobic digesters, requiring significant downtime and cost to remove periodically from the digester tanks. The upgraded grit washing and new screen washing equipment will allow the removed material to meet current standards for landfilling, remove the need for the expense to maintain conveyor, reduce or eliminate the need for a lime feed system, and reduce odors and flies associated with the headworks operations. The project also consists of improvements to the digester facilities including rehabilitation of select digester mixers, sandblast and repaint steel covers, replace cover roofing membrane and insulation, add new level measurement and manway access, and replace a portion of interior piping systems and valves. The project also includes work on the final clarifiers including replacing the scum baffles, weirs, and effluent launders. There would also be some sandblasting and repainting of the clarifier mechanisms. Other Headworks improvements include piping replacements and a building addition over the existing screenings room and a paved drive for access to the screenings room. Additional components of the project include dewatering system improvements and upgrades to plant SCADA and PLC systems.

Receiving Stream: The treated wastewater from the proposed facility will discharge to the Iowa River, tributary to the Des Moines River. It has a use stream designation of A-1, B(WW1).

ALTERNATIVES CONSIDERED

Alternatives Considered: Alternatives were considered for screens, grit removal and ventilation.

To improve grit removal efficiency three (3) alternatives were evaluated for their performance, feasibility, maintenance, and economics.

1. Huber 2-unit Grit Trap EritWolf with a Grit Washer
2. Huber 3-unit Grit Trap GritWolf with a Grit Washer
3. Hydro International HeadCell with a Grit Washer

Two (alternatives) were evaluated for ventilation:

1. Energy recovery ventilator (ERV)

2. Make-up air unit (MAU) with exhaust fans

Four (4) screen alternatives were based on their performance and feasibility:

1. Climber Screens, Wash Press, and Equipment Platform with Egress Stair
2. Multi-Rake Screens, Wash Press, and Equipment Platform with Egress Stair
3. Traveling Water Screens, Wash Press, and Equipment Platform with Egress Stair
4. Rehabilitate Existing Aqua Guard Screens and Conveyor

Reasons for Selection of Proposed Alternative: For Grit Removal alternative 3 was selected because of the proven technology with optimal performance in removing 95% of 106-micron grit particle size and larger. For Ventilation the MAU Screen with exhaust fans was selected due to the lower capital cost and lower net present worth cost. For the screen alternative 3 was selected due to the lower capital and net present worth cost, staff familiarity with the equipment, and the better removal efficiency of material.

The project site was selected for the availability of land (it is already City-owned), proximity to existing infrastructure, engineering criteria, capital cost, operational costs and considerations, as well as minimization of the impacts to the environment.

MEASURES TAKEN TO ASSESS IMPACT

Coordination and Documentation with Other Agencies and Special Interest Groups:

The following Federal, state and local agencies were asked to comment on the proposed project to better assess the potential impact to the environment:

- U.S. Army Corps of Engineers
- U.S. Fish and Wildlife Service
- State Historical Society of Iowa (State Historical Preservation Office)
- Iowa DNR Conservation and Recreation Division
- Iowa DNR Water Resources Section
- Citizen Band Potawatomi Indian Tribe
- Flandreau Santee Sioux
- Ho-Chunk Nation
- Iowa Tribe of Kansas and Nebraska
- Iowa Tribe of Oklahoma
- Kickapoo Tribe in Kansas
- Kickapoo Tribe of Oklahoma
- Lower Sioux Indian Community Council
- Miami Tribe of Oklahoma
- Omaha Tribal Council
- Osage Tribal Council
- Otoe-Missouria Tribe
- Pawnee Nation of Oklahoma
- Peoria Tribe of Indians of Oklahoma
- Ponca Tribe of Indians of Oklahoma

Ponca Tribe of Nebraska
Prairie Band Potawatomi Nation
Prairie Island Indian Community
Sac & Fox Nation of Mississippi in Iowa
Sac & Fox Nation of Missouri
Sac & Fox Nation of Oklahoma
Santee Sioux Nation
Shakopee Mdewakanton Sioux Community
Sisseton-Wahpeton Oyate
Spirit Lake Tribal Council
Three Affiliated Tribes Mandan, Hidatsa & Arikara Nations
Upper Sioux Tribe
Winnebago Tribal Council
Yankton Sioux Tribal Business and Claims Committee

No adverse comments were received from any agencies to date. Conditions placed on the applicant by the above agencies in order to assure no significant impact are included in the Summary of Reasons for Concluding No Significant Impact section.

ENVIRONMENTAL IMPACT SUMMARY

Construction: Traffic patterns within the community may be disrupted and above normal noise levels in the vicinity of the construction equipment can be anticipated during construction and should be a temporary problem. Adverse environmental impacts on noise quality will be handled by limited hours of contractor work time during the day. Other adverse environmental effects from construction activities will be minimized by proper construction practices, inspection, prompt cleanup, and other appropriate measures. Areas temporarily disturbed by the construction will be restored. Solid wastes resulting from the construction project will be regularly cleared away with substantial efforts made to minimize inconvenience to area residents.

Care will be taken to maintain dirt to avoid erosion and runoff. The proposed project will disturb soils over an area greater than one acre; therefore, the applicant is required to obtain an NPDES General Permit Number 2 (for storm water discharge associated with construction activities) and abide by its terms. Provided that this permit is obtained and the terms of which are abided by, no significant impact to surface water quality, fish, shellfish, wildlife, or their natural habitats is expected. Temporary air quality degradation may occur due to dust and fumes from construction equipment. The applicant shall take reasonable precautions to prevent the discharge of visible emissions of fugitive dusts beyond the lot line of the property during the proposed project (567 Iowa Administrative Code IAC 23.3(2)“c”).

This project may require the disposal of sewage sludge. It is the responsibility of the applicant to ensure that the disposal of any sewage sludge complies with applicable requirements found in 40 CFR Part 503 and 567 Iowa Administrative Code IAC 67. Properties that contain regulated materials are located within or very near the proposed project area. If construction activities find an unknown area of contamination, it is the responsibility of the applicant to follow the procedure for notification of hazardous conditions (567 IAC 131.2). Excavated soil that contains a hazardous substance must be assessed and properly disposed of (567 IAC 100.4).

Historical/Archaeological: Various Native American tribes with an interest in the area and the Certified Local Government were provided information regarding the project. A Phase I Archeological investigation of the proposed project area is currently underway. Results from this investigation will be submitted to the State Historical Preservation Office (SHPO) for review. The project will only proceed as planned if a determination of either “no historic properties affected” or “no adverse affect on historic properties” can be appropriately reached with or without mitigation.

Environmental: A Joint Application was submitted by the City’s consultant to the Iowa DNR Conservation and Recreation Division and U.S. Army Corps of Engineers. The DNR Flood Plain Management Section will determine if the proposed project requires a permit for impacts to the 100-year floodplain. The DNR Conservation and Recreation Division determined the project will not impact any State-owned lands or State-listed threatened or endangered species. The U.S. Army Corps of Engineers will determine if the proposed project will impact wetlands or jurisdictional waters of the United States. The project will not impact any wild and scenic rivers as none exist within the State of Iowa.

The U.S. Fish & Wildlife Service Section 7 Technical Assistance website consultation determined, and Iowa DNR Conservation and Recreation Division agree, that the project will not impact threatened or endangered species or their habitats provided that any tree cutting is conducted between October 1 and March 31 to avoid impacting endangered bats. However, if any State- or Federally-listed threatened or endangered species or communities are found during the planning or construction phases, additional studies and/or mitigation may be required. No adverse impacts are expected to result from this project, such as those to surface water quantity, or groundwater quality or quantity. Therefore, no significant impact to surface water quality, fish, shellfish, wildlife, or their natural habitats is expected to result from this project.

Land Use and Trends: The project will not displace population nor will it alter the character of existing residential areas. The proposed project is within the present corporate limits of Marshalltown in areas zoned residential, commercial, or industrial. No significant farmlands will be impacted. This project should not impact population trends as the presence or absence of existing water/sewer infrastructure is unlikely to induce significant alterations in the population growth or distribution given the myriad

of factors that influence development in this region. Similarly, this project is unlikely to induce significant alterations in the pattern and type of land use.

Irreversible and Irretrievable Commitment of Resources: Fuels, materials, and various forms of energy will be utilized during construction.

POSITIVE ENVIRONMENTAL EFFECTS TO BE REALIZED FROM THE PROPOSED PROJECT

Positive environmental effects will be improved treatment of the wastewater from the City of Marshalltown, reduced discharge of pollutants and nutrients to the receiving stream, and improved water quality in the receiving stream.

SUMMARY OF REASONS FOR CONCLUDING NO SIGNIFICANT IMPACT

- The project will not significantly affect the pattern and type of land use (industrial, commercial, agricultural, recreational, and residential) or growth and distribution of population.
- The project will not conflict with local, regional or State land use plans or policies.
- While the USACE has not yet commented, we expect that the project will not impact wetlands provided any required permits and terms are abided by.
- The project will not affect threatened and endangered species or their habitats provided that any tree cutting is conducted between October 1 and March 31 to avoid impacting endangered bats. If any State- or Federally-listed threatened or endangered species or communities are found during the planning or construction phases, additional studies and/or mitigation may be required.
- The project will not displace population, alter the character of existing residential areas, or convert significant farmlands to non-agricultural purposes.
- While the DNR Floodplain Section has not yet commented, we expect the project will not affect the 100-year flood plain.
- The project will not have effect on parklands, preserves, other public lands, or areas of recognized scenic or recreational value.
- A Phase I Archeological investigation of the proposed project area is currently underway. Results from this investigation will be submitted to the State Historical Preservation Office for review. The project will only proceed as planned if a determination of either “no historic properties affected” or “no adverse affect on historic properties” can be appropriately reached with or without mitigation.
- The project will not have a significant adverse effect upon local ambient air quality provided the applicant takes reasonable precautions to prevent the discharge of visible emissions of fugitive dusts beyond the lot line of the property during the proposed project (567 IAC 23.3(2)“c”).
- The project will not have a significant adverse effect upon local ambient noise levels, surface water quantity, groundwater quality or quantity, or water supply.

- No significant impact to surface water quality, fish, shellfish, wildlife, or their natural habitats is expected provided that an NPDES General Permit Number 2 (for storm water discharge associated with construction activities) is obtained and the terms of which are abided by.

The project description, scope, and anticipated environmental impacts detailed above are accurate and complete to the best to my knowledge.

Signature of the Mayor, City of Marshalltown

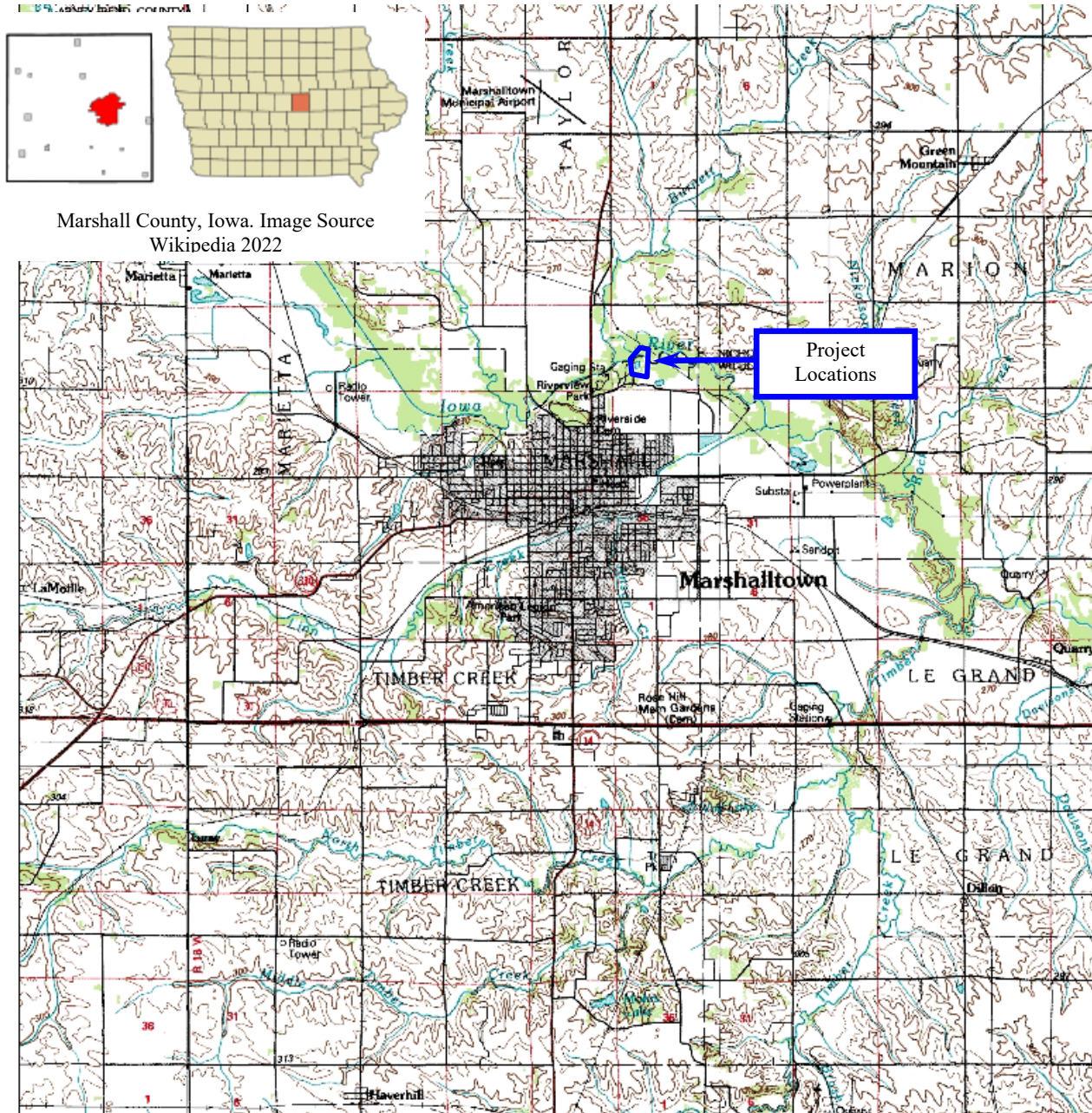
Date

Printed Name of the Mayor, City of Marshalltown

USGS 7.5 Minute Quadrangle: Marshalltown
Sections: 24, Township: 84 N, Range: 18 W
Date: 1980
Scale: 1 Inch = 1.6 miles



North



Marshall County, Iowa. Image Source
Wikipedia 2022

USGS Topographic Map

WPCP Headworks and Digester Improvements and Sewer Repairs
Marshalltown, IA

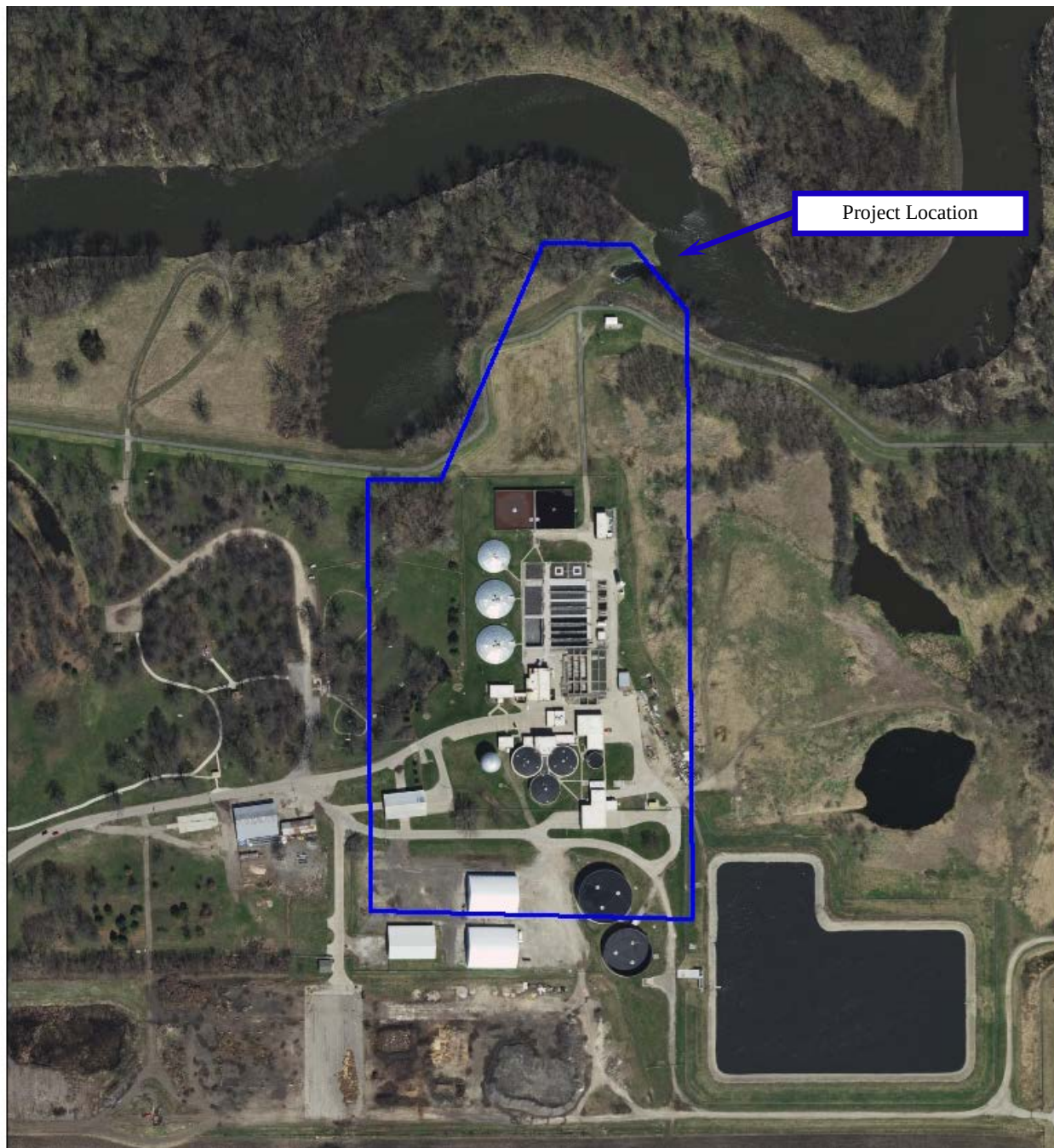


State Revolving Fund
502 East 9th Street
Des Moines, IA 50319-0034

Location information provided by Fox Engineering Associates, Inc.



North



Aerial Photograph

WPCP Headworks and Digester Improvements
Marshalltown, IA



State Revolving Fund
502 East 9th Street
Des Moines, IA 50319-0034

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA, REPEALING CHAPTER 58: VEGETATION AND ENACTING AND ADOPTING A NEW CHAPTER 58: VEGETATION

WHEREAS, the City Council of the City of Marshalltown, Iowa, adopted ordinance 14429 Providing for the Management and Preservation of Trees, Shrubs, and Other Greenery within the City of Marshalltown, Iowa; and

WHEREAS, recommendations have been presented to the City Council to re-write the current Chapter 58 Vegetation to better define permits for right-of-way trees, add the responsibility of trimming right-of-way trees to the City and create the mechanism for the City Council to impose a fee for public trees and composting activities; and

WHEREAS, the City Council of the City of Marshalltown finds it is in the best interest of the City to amend Chapter 58 Vegetation of the City Code of Ordinances.

NOW THEREFORE 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 repealing Chapter 58 Vegetation and enacting and adopting the following in its place:

58.001 PURPOSE.

(A) It is the policy of the city to regulate and control the planting, removal, pruning and protection of trees and other vegetation within streets, highways and alley rights-of-way and public park areas within the boundaries of the city; to eliminate and guard against dangerous conditions which may result in injury to persons using the public areas of the city; to prevent damage to any public sewer or water main, street, sidewalk or other public property; to protect trees located in public areas from undesirable and unsafe planting, removal, pruning and protection practices; and to guard all trees within the public areas of the city against the spread of disease or pests. The provisions of this chapter shall apply to all trees, shrubs, weeds, vines and brush planted in or upon any public area and in certain instances on private property within the city and any existing trees that violate other sections of this chapter.

(B) It is also the intent of this chapter to maintain all public and private areas in the city in such a manner that they are free of weeds, vines and brush; to eliminate and guard against dangerous conditions which may cause injury or illness to persons using the public areas; to promote and enhance the beauty of the city; and to guard against pestilence and widespread weed invasion of any area of the city. State legislation or State Department of Transportation rules take precedence over this chapter if along a state-designated highway.

58.002 DEFINITIONS.

For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

ALLEY. A thoroughfare through the middle of a block giving access to the rear of a building.

PARK. Any property owned in whole or in part by the city used in whole or in part for recreational purposes, wildlife purposes or other municipally-owned public purpose related to recreation or wildlife, but does not include parking or terraces or municipal parking lots.

PROPERTY OWNER. The contract purchaser if there is one of record, otherwise the record holder of legal title.

PUBLIC AREA. Parks and other lands owned or leased by the city and all terraces along all streets, highways, boulevards and alleys.

PUBLIC RIGHT-OF-WAY. Dedicated public property containing or proposed to contain publicly owned street surfaces, curb and gutter, sidewalks and planted strips.

SHRUB. A woody plant with several stems and usually with a low mature height of eight feet or less.

STREET INTERSECTION. The intersection of the public street right-of-way lines of the two intersecting streets. On streets that have sidewalks, this would be the intersection of the inside edges on the private property side of the sidewalks.

TREE. Any woody perennial plant of any age with a main trunk and many branches, and includes living or dead trees and standing or fallen trees.

58.003 REMOVAL OF WEEDS, VINES AND BRUSH.

All areas of the city are to be kept free of any noxious weeds and shall also be kept free of any other weeds, vines or brush for health and safety reasons.

TREES

58.004 INJURING OR DAMAGING.

(A) No person shall in any public area of the city break, injure, mutilate, kill or destroy any tree or shrub; permit any animal under his or her control to do so; permit any fire to injure any portion of any tree or shrub; or permit any toxic chemicals or materials to seep, drain, be emptied on or otherwise enter into any tree or shrub.

(B) It shall be unlawful for any person to cut, damage, carve, transplant or remove any tree, or injure the bark of any tree located in a park, except for authorized city personnel in the performance of his, her or their duties.

(C) During building operations, commercial promotions or public promotions, the builder or sponsor shall erect suitable protective barriers around public trees and shrubs that may be injured.

58.005 FASTENING MATERIALS.

No person shall fasten any sign, rope, wire or other materials to or around or through any trees or shrubs in any public area, except in emergencies such as storms or accidents.

58.006 PLANTING IN PUBLIC RIGHT-OF-WAY EASEMENTS.

It shall be unlawful to plant any tree or other woody plant material within any dedicated utility easement area within the city. Any tree or other wood plant material planted within public right of way requires a planting permit.

58.007 PLANTING PERMIT.

(A) No person shall plant a tree in a public right-of-way unless the individual has completed a planting permit application at the Parks and Recreation Office and has been issued a permit by the Parks and Recreation Director or their designee.

(B) (1) Trees shall be subject to conditions of the permit. Conditions of the permit shall include a requirement for diversity of species withal, the planting area, as well as other conditions as may be provided elsewhere in this subchapter.

(2) Whenever a tree is planted in conflict with the provisions of the permit or without obtaining a permit, it shall be lawful for city staff to remove or cause removal of the tree.

(3) The cost of the removal of such tree may be charged to the property owner responsible for the planting.

(C) The City may consider the following review criteria in permit approvals but not limited to:

- Visibility triangles at streets, alleys and driveways
- Sign visibility
- Proximity to other trees
- Proximity to utilities
- Proximity to pavement
- Area of space available

§ 58.008 CERTAIN SPECIES PROHIBITED.

(A) It shall be unlawful to plant any tree species on or within 25 feet of public right-of-way in the city that has been identified on a list of prohibited species compiled by city staff. The list shall be kept on file at the Parks and Recreation Office and on the city website.

(B) (1) The Parks & Recreation Department may issue a planting permit for planting evergreen and deciduous shrubs with a mature height greater than 12 inches within the public right-of-way for decorative purposes.

(2) Each request will be reviewed upon its own merits, and the proposed plantings at mature height shall not interfere with pedestrian and vehicular safety or the free use of the street or sidewalk.

(C) It shall also be unlawful to plant any tree species that bears fruit, except for male sterile varieties, on a public right-of-way or on private property in a location where the tree will overhang the public right-of-way.

(D) Any plant species prohibited by this section, but in place on the effective date of this ordinance, need not be removed by virtue of its mere existence unless interference with other sections of this chapter so requires.

58.009 SPACING AND PLACEMENT IN PUBLIC RIGHT-OF-WAY AREAS.

(A) No tree shall be planted nearer than three feet to the curb. No tree shall be planted within three feet of sidewalk in residential areas.

(B) (1) Trees planted on or adjacent to Highway 14 right-of-way shall be planted ten feet back from the back of the curb line.

(2) Other special considerations do exist and a special permit must be secured from the state's Department of Transportation; contact the local state's Department of Transportation Engineer.

(C) Trees shall be planted no closer than the sum of half of the mature spread of each tree from one another.

(D) Trees shall be planted no closer to a utility pole than a distance equal to half of the mature spread of the tree species being planted.

58.010 REMOVAL AND TRIMMING ON PUBLIC PROPERTY.

(A) The City shall be responsible for the removal of all dead and diseased trees from the public right-of-way and other public areas.

(B) The adjacent property owner shall be responsible for the trimming of all trees in the public right-of-way. The City shall be responsible for the trimming of trees in other public areas.

(1) Trees shall be so trimmed that the overhanging branches shall be at least fifteen feet above the surface of the street and at least eight feet above the surface of the sidewalk so as not to interfere with the street lighting or the free and safe use of the street and sidewalk by the public, taking into consideration tree maturity and size.

(2) Property owners, agents or occupants may trim limbs or branches not exceeding six inches in diameter from trees on public right-of-way areas adjacent to their property. Such cutting or trimming shall conform to the arboricultural specifications and standards of practice adopted by the city staff.

(3) Only City staff, tree trimming or removal contractor, or public service company can trim branches exceeding six inches in diameter from the public right-of-way area. Adjacent property owners, agents or occupants must obtain a contractor at their expense to have branches exceeding six inches removed from trees in the public right-of-way.

(C) The City shall have the authority to trim or remove any tree, shrub or other plant material planted on any public right-of-way for non-compliance of this subchapter. This work shall be done at City expense if notice is not given to the adjacent property owner.

58.011 REMOVAL AND TRIMMING ON PRIVATE PROPERTY.

(A) The property owner, agent or occupant of any lot or parcel of land shall keep the trees on their property so trimmed that the overhanging branches shall be at least 15 feet above the surface of the street and at least eight feet above the surface of the sidewalk so as not to interfere with the street lighting or the free and safe use of the street and sidewalk by the public and shall be kept free of dead limbs and branches, taking into consideration the tree maturity and size.

(B) The city shall have the right to trim or prune any tree or shrub on private property without notice when it overhangs public property and interferes with the proper spread of light along the street from a streetlight or interferes with visibility of any traffic control device or sign. The city may serve notice on the abutting property owner as per § 58.024 of this chapter to remedy the situation and assess the cost to the property.

§ 58.012 NOTICE AND ASSESSMENT OF COSTS TO PROPERTY OWNERS.

(A) If the property owner does not perform an action required under this subchapter within a reasonable time after written notice, the City may perform the required action and assess the costs against the property for collection in the same manner as a property tax. Notice shall be by certified mail or other personal service to the address of the property owner as well as the occupant of the premises as shown by the records of the County Auditor. The notice shall describe the violation and location of the violation, state the act(s) necessary to cure the violation, state the time within which action is required, and state that if the violation is not cured and no request of hearing is made within a set period of time, the City will assess costs as set forth above.

(B) In an emergency, the city may perform any action which may be required under this subchapter without prior notice if it is deemed an imminent hazard to the safety and well-being of the public and assess the costs as provided in this section after notice to the property owner and hearing. All action taken by the City without notice to the property owner is done at the City's expense and shall not be assessed to the property owner.

§ 58.013 BARRICADES AND OTHER PROTECTIVE DEVICES REQUIRED.

When necessary for the protection of the public, guards, barricades or other protective devices or warnings shall be maintained on any sidewalk, street or other public places where trees are being trimmed or removed. Barricades and other protective devices shall meet the standards set forth by the Public Works Department. Traffic on any street shall not be barricaded without first obtaining permission therefor from the Public Works Department and notifying the Fire Department, Police Department and the ambulance service of the closing and again when the street is reopened.

§ 58.014 ESTABLISHMENT OF A COMPOST UTILITY.

A compost utility is hereby established to provide for the operations of the Marshalltown Compost Facility, which includes the breaking down, processing and re-use of vegetative and tree materials.

§ 58.015 COMPOST FEE.

The City Council shall, by resolution, set the fee for the operation of the Marshalltown Compost Facility. This includes the initial establishment of fees and subsequent changes to the fees as deemed necessary by the City Council.

§ 58.016 PENALTY.

Violation of any section of this chapter shall be deemed to be a municipal infraction and be punished by a penalty as provided in § 10.999(A) of this code of ordinances.

Section 2. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 3. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

Section 4. That this ordinance shall be in full force and effect after its passage and publication as by law.

Passed this ____ day of _____, 2022, and signed this ____ day of _____, 2022.

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 _____, 2022, and was published in the Marshalltown Times-Republican, a newspaper of general circulation in the City of Marshalltown, Iowa, on the ____ day of _____, 2022.

Alicia Hunter, City Clerk

ORDINANCE 15043

**AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF
MARSHALLTOWN, IOWA BY REPEALING CODE SECTION 90.036
DOGS AT PUBLIC EVENTS**

WHEREAS, the City Council of the City of Marshalltown, Iowa, adopted ordinance 14827 known as An Ordinance Relating to the Prohibition of Dogs at Public Events on March 10, 2008; and

WHEREAS, since 2008, communities throughout Central Iowa have adopted more lenient rules at public events and our outdated practice has become more difficult to enforce; and

WHEREAS, the City of Marshalltown will leave it to the event organizers to implement and enforce any rules regarding animals at public events; and

WHEREAS, the City Council of the City of Marshalltown finds it is in the best interest of the City to repeal code section 90.036 Dogs at Public Events of the City Code of Ordinances.

NOW THEREFORE 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 repealing in its entirety, code section 90.036 Dogs at Public Events.

Section 2. That this ordinance shall be in full force and effect after its passage and publication as by law.

Passed this ____ day of _____, 2022, and signed this ____ day of _____, 2022.

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 _____, 2022, and was published in the Marshalltown Times-Republican, a newspaper of general circulation in the City of Marshalltown, Iowa, on the ____ day of _____, 2022.

Alicia Hunter, City Clerk

MARSHALLTOWN

I O W A

Joel Greer, Mayor
Jessica Kinser, Administrator
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5701
Fax - (641) 754-5717

TO: Mayor Greer and City Council
FROM: Michael W. Tupper, Chief of Police
DATE: April 20, 2022
RE: Dogs At Public Events

Policy Issue: Council approval is required for resolution and ordinance revision.

☐ Goal 1: Expand and improve development	☒ Goal 3: Continually improve the City's organization & services
☐ Goal 2: Enhance Marshalltown's public image	☐ Goal 4: Partner with others to improve quality of life

Specific Objective/Action: Objective 1: Review policies, procedures, and ordinances for updates.

Recommendation: Staff recommends repealing Resolution 2008-090 Designating Public Events at Which Dogs are Prohibited and repealing Code of Ordinance section 90.036 Dogs at Public Events.

Budget Impact: N/A

Description/Background: In 2008 the City Council implemented an ordinance prohibiting dogs from the immediate vicinity of certain public events in the city. A resolution was then adopted establishing the specific events they were prohibited at.

Since 2008, communities throughout Central Iowa have adopted more lenient rules for public events as it relates to dogs being allowed to be present at public events while under the supervision of the pet owner. The current rule in Marshalltown is an outdated practice and has become difficult to enforce.

The use of service animals is also more common today than in 2008. Consequently, the current rule leads to confusion. We should not keep service dogs out of a public event. When people see a service dog, they may not understand the purpose of the service animal and they assume law enforcement is either ignoring the rule or picking and choosing who can or cannot have a dog at a public event.

Whether dogs are allowed at public events or not is not a matter of public safety and should not be a concern of government requiring police intervention. Asking law enforcement to enforce these minor rules is a poor use of law enforcement resources and can diminish the relationship law enforcement has with community members. Enforcement of these minor rules comes off as trivial and can lead to unnecessary confrontation between police and the community. There are already ordinances on the books that require dog owners to have their animal under control and on a leash. Further government restriction is unnecessary.

CITY COUNCIL

Al Hoop, Gabriel Isom, Barry Kell, Mike Ladehoff,
Jeff Schneider, Gary Thompson, Dex Walker



For these reasons, staff recommends repealing the ordinance and resolution and allowing event organizers to determine if dogs are allowed at an event. The event organizer would then be responsible for enforcement.

CITY COUNCIL

Al Hoop, Gabriel Isom, Barry Kell, Mike Ladehoff,
Jeff Schneider, Gary Thompson, Dex Walker



**ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN,
IOWA BY AMENDING CHAPTER 77, PARKING SCHEDULES**

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
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
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 of the south line of W. Southridge Road	Thence 80 feet south
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	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. The Code of Ordinances, City of Marshalltown, Iowa is hereby amended by replacing the table listed in CHAPTER 77 PARKING SCHEDULES, SCHEDULE III PARKING AROUND SCHOOLS, Section (B):

<u>Side</u>	<u>On Street</u>	<u>From</u>	<u>To</u>
ANSON SCHOOL			
East	S. 3rd Avenue	E. South Street	E. Anson Street
West	S. 3rd Avenue	E. South Street	Young Street
North	E. South Street	S. 3rd Avenue	S. 5th Avenue
FISHER SCHOOL			
Both sides	S. 4th Street	Sunset Lane	Pleasantview Road
North	Pleasantview Road	S. 6th Street	S. 4th Street
West	S. 4th Street	Pleasantview Road	W. Meadow Lane
FRANKLIN SCHOOL			
East	N. 14th Street	W. Main Street	435 feet north
North	W. Main Street	N. 14th Street	N. 13th Street
*South	W. Main Street	N. 13th Street	N. 14th Street
<i>*School days only 7:00 a.m. - 4:00 p.m.</i>			
HOGLAN SCHOOL			
East	S. 3rd Avenue	E. Southridge Road	Newcastle Road
North	E. Southridge Road	S. 3rd Avenue	525 feet east
LENIHAN SCHOOL			
North	Columbus Drive	S. 4th Street	120 feet east
**North	Ingledue Street	2nd Street	4th Street
<i>**School days only, 7:00 a.m. - 9:00 a.m., 2:00 p.m. - 4:00 p.m.</i>			
South	W. Ingledue Street	S. 4th Street	S. 2nd Street
**West	S. 4th Street	Ingledue Street	Columbus Drive
<i>**School days only, 7:00 a.m. - 9:00 a.m., 2:00 p.m. - 4:00 p.m.</i>			

****South** W. Ingledue Along terrace between horseshoe entrance/exit
****No parking anytime**

MARSHALLTOWN CHRISTIAN SCHOOL

***Both sides** S. 7th Ave Henry Drive 712 feet south

***School days only, 7:00 am – 9:00 am, 2:00 pm – 4:00 pm**

MILLER MIDDLE SCHOOL

North W. Boone Street S. 12th Street S. 11th Street

ROGERS SCHOOL

West N. 4th Street Summit Street Fremont Street

East N. 5th Street Summit Street Fremont Street

South Summit Street N. 5th Street N. 4th Street

SENIOR HIGH SCHOOL

East S. 2nd Avenue E. Olive Street E. Ingledue Street

North E. Olive Street S. 2nd Avenue West line of Bobcat Estates

ST. FRANCIS SCHOOL

East S. 4th Street W. Olive Street W. Ingledue Street

South Columbus Drive S. 4th Street Crestview Drive

West Crestview Drive Columbus Drive W. Olive Street

North W. Olive Street Crestview Drive S. 4th Street

WOODBURY SCHOOL

South E. State Street N. 7th Avenue N. 5th Avenue

West S. 7th Avenue E. State Street E. Main Street

North E. Main Street N. 7th Avenue N. 4th Avenue

Section 3. The Code of Ordinances, City of Marshalltown, Iowa is hereby amended by replacing the table listed in CHAPTER 77 PARKING SCHEDULES, SCHEDULE IV COMMUNITY SCHOOL DISTRICT STAFF AND EMPLOYEE PARKING, Section (A)(1):

<u>Side</u>	<u>On Street</u>	<u>From</u>	<u>To</u>
West	S. 2nd Avenue	E. Ingledue Street	Koeper Drive
Both	S. 3rd Avenue	E. Olive Street	Rainbow Drive
Both	Koeper Drive	S. 3rd Avenue	S. 2nd Avenue
Both	Olson Way	E. Olive Street	S. 2nd Avenue
Both	Cherry Street	S. 2nd Avenue	S. Center Street
Both	E. Ingledue St	S 1 st Avenue	S 3 rd Avenue

Section 4. The Code of Ordinances, City of Marshalltown, Iowa is hereby amended by replacing the table listed in CHAPTER 77 PARKING SCHEDULES, SCHEDULE VI RESTRICTED PARKING, Section (A)(1):

<u>Side</u>	<u>On Street</u>	<u>From</u>	<u>To</u>
Both	Anson Circle		
Both	Highview Drive		
North	W. Ingledue Street		S. 3rd Street

Section 5. That this ordinance shall be in full force and effect after its passage and publication as by law.

Passed this ____ day of _____, 2022, and signed this ____ day of _____, 2022.

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 _____, 2022, and was published in the Marshalltown Times-Republican, a newspaper of general circulation in the City of Marshalltown, Iowa, on the ____ day of _____, 2022.

Alicia Hunter, City Clerk

MARSHALLTOWN

I O W A

Joel Greer, Mayor
Jessica Kinser, Administrator
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5701
Fax - (641) 754-5717

TO: Mayor Greer and City Council
FROM: Heather Thomas, Public Works Director
DATE: May 23, 2022
RE: Chapter 77, Parking Schedule – Proposed Amendment

Policy Issue: Ordinance amendments go through City Council.

☐ Goal 1: Expand and improve development	☒ Goal 3: Continually improve the City's organization & services
☐ Goal 2: Enhance Marshalltown's public image	☐ Goal 4: Partner with others to improve quality of life

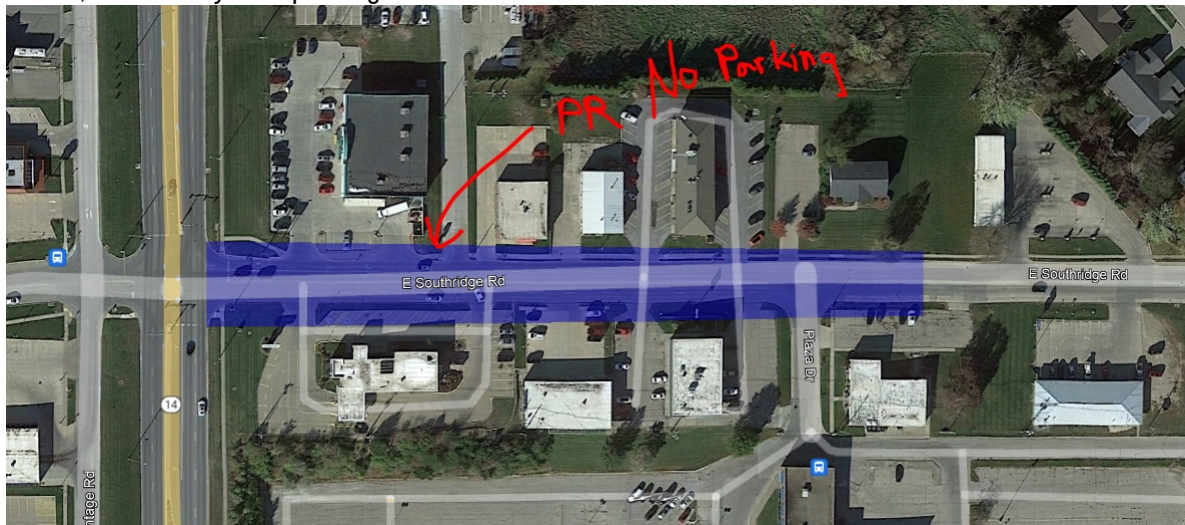
Specific Objective/Action: Objective 1: Review policies, procedures, and ordinances for updates.

Recommendation: Approval of proposed amendment.

Budget Impact: Minimal staff time and materials within the street department to modify parking signs along this stretch.

Description/Background:

Chapter 77 Parking Schedules currently allow parking outside the hours of 7 AM – 5 PM, Monday through Friday on a 200 foot stretch of E Southridge Road within a lane of a four-lane roadway, just east of Highway 14 (Center St). The eastern and western portions of the four-lane roadway, as indicated below, are already a no parking zone.



City staff recommend making the entire four lane stretch a no on-street parking stretch.

CITY COUNCIL

Al Hoop, Gabriel Isom, Barry Kell, Mike Ladehoff,
Jeff Schneider, Gary Thompson, Dex Walker



Additionally, the Marshalltown area schools reviewed Schedule III. Parking Arounds Schools and Schedule IV. Community School District Staff and Employee Parking. The following changes have been requested.

Schedule III. Parking Around Schools.

- Lenihan – add No Parking Anytime along the South terrace on West Ingledue between the entrance and exit to the front horseshoe.
- Marshalltown Christian School – add no parking on school days both sides of South 7th Avenue from Henry Drive to 712 feet South (school driveway).
- Update St. Henry School to St. Francis School.
- Remove St. Mary's School.

Schedule IV. Community School District Staff and Employee Parking.

- Add permit parking only to both sides of East Ingledue Street from South 1st Avenue to South 3rd Avenue, this restriction is Monday – Friday, 7:00 am – 5:00 pm.

Staff are requesting the waiver of the second and third reading of this ordinance to implement the changes on Southridge as soon as possible to avoid traffic issues and the school changes to prepare for the upcoming school year.

CITY COUNCIL

Al Hoop, Gabriel Isom, Barry Kell, Mike Ladehoff,
Jeff Schneider, Gary Thompson, Dex Walker



CHAPTER 77: PARKING SCHEDULES

Schedule

- I. Special exclusion parking
- II. No parking any time
- III. Parking around schools
- IV. Community School District staff and employee parking
- V. Residential/owner parking permits
- VI. Restricted parking
- VII. Snow removal; parking prohibited
- VIII. Snow routes
- IX. Disabled parking
- X. Public access parking

SCHEDULE I. SPECIAL EXCLUSION PARKING.

This schedule shall have no application and is expressly declared to be inapplicable to the existing parking ordinances for regulations in regard to parking on the following portions of streets and avenues:

SIDE	ON STREET	FROM	TO
Both	N. 13 th Street	Summit Street	Main Street
Both	S. 2nd Avenue	South line of Glenda Drive	South 70 feet
West	S. 2nd Street	Southridge Drive	Nicholas Drive
Both	S. 3rd Avenue	Linn Street	Anson Street
Both	N. 4th Avenue	East Main Street	East State Street
Both	Bittersweet Road		
Both	Fieldcrest Court		
Both	Freiberg Court		
Both	Greenfield Drive		
Both	Larkfield Court		
Both	E. Linn Street	3rd Avenue	4th Avenue
Both	Rolling Meadows Road		

Other streets designated with painted parking spaces.

Other streets otherwise designated or not posted with alternate parking signs.

(2013 Code, § 20-160.6)

SCHEDULE II. NO PARKING ANY TIME.

(A) No parking any time. The parking of vehicles is hereby prohibited at all times on certain streets and locations hereafter set forth as follows:

Side	On Street	From	To
Side	On Street	From	To
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. 8th Avenue	350 feet east
South	E. Church Street	East line of S. 3rd Avenue	A point 60 feet east of ease 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~~ <u>Both</u>	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 of the south line of W. Southridge Road	Thence 80 feet south
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

(2013 Code, § 20-161)

(B) Appropriate signs for prohibited parking. Appropriate signs stating thereon “NO PARKING AT ANY TIME” shall be placed and maintained by the Street Division adjacent to the curb along the portions of the streets and avenues included in the provisions of this schedule where parking at all times is prohibited.

(2013 Code, § 20-161.1)

(C) Removal of vehicles on controlled streets and avenues.

(1) Any vehicle left standing or parked in the controlled area as herein prescribed, contrary to the provisions hereof, may be towed away or removed by direction of the Chief of Police and the cost of any towing or storage of such motor vehicle shall be paid by the owner or other persons responsible therefor as a condition in again obtaining possession thereof, and such charges shall not be considered as a fine or penalty.

(2) A fine or penalty may be further assessed upon charges filed and conviction thereof. (2013 Code, § 20-161.2)

(Ord. 14879, passed 3-28-2011; Ord. 14944, passed 1-11-2016; Ord. 14982, passed 5-28-2019; Ord. 14987, passed 9-23-2019; Ord. 15002, passed 8-12-2020; Ord. 15005, passed 12-28-2020) Penalty, see § 70.999

SCHEDULE III. PARKING AROUND SCHOOLS.

(A) Parking around schools. The stopping, parking or leave standing of motor vehicles on the following streets and avenues in the city is hereby prohibited at all times, except as provided in division (B) below:

Side	On Street	From	To
ANSON SCHOOL			
East	S. 3rd Avenue	E. South Street	E. Anson Street
West	S. 3rd Avenue	E. South Street	Young Street
North	E. South Street	S. 3rd Avenue	S. 5th Avenue
FISHER SCHOOL			
Both sides	S. 4th Street	Sunset Lane	Pleasantview Road
North	Pleasantview Road	S. 6th Street	S. 4th Street
West	S. 4th Street	Pleasantview Road	W. Meadow Lane
FRANKLIN SCHOOL			
East	N. 14th Street	W. Main Street	435 feet north
North	W. Main Street	N. 14th Street	N. 13th Street
*South	W. Main Street	N. 13th Street	N. 14th Street
*School days only 7:00 a.m. - 4:00 p.m.			
HOGLAN SCHOOL			
East	S. 3rd Avenue	E. Southridge Road	Newcastle Road
North	E. Southridge Road	S. 3rd Avenue	525 feet east
LENIHAN SCHOOL			
North	Columbus Drive	S. 4th Street	120 feet east
**North	Ingledue Street	2nd Street	4th Street
**School days only, 7:00 a.m. - 9:00 a.m., 2:00 p.m. - 4:00 p.m.			
South	W. Ingledue Street	S. 4th Street	S. 2nd Street
**West	S. 4th Street	Ingledue Street	Columbus Drive
**School days only, 7:00 a.m. - 9:00 a.m., 2:00 p.m. - 4:00 p.m.			
**South	W. Ingledue	Along terrace between horseshoe entrance/exit	
**No parking anytime			

MARSHALLTOWN CHRISTIAN SCHOOL

Both sides S. 7th Ave Henry Drive 712 feet south

**School days only, 7:00 am – 9:00 am, 2:00 pm – 4:00 pm*

MILLER MIDDLE SCHOOL

North W. Boone Street S. 12th Street S. 11th Street

ROGERS SCHOOL

West N. 4th Street Summit Street Fremont Street

East N. 5th Street Summit Street Fremont Street

South Summit Street N. 5th Street N. 4th Street

SENIOR HIGH SCHOOL

East S. 2nd Avenue E. Olive Street E. Ingledue Street

North E. Olive Street S. 2nd Avenue West line of Bobcat Estates

ST. ~~HENRY~~ FRANCIS SCHOOL

East S. 4th Street W. Olive Street W. Ingledue Street

South Columbus Drive S. 4th Street Crestview Drive

West Crestview Drive Columbus Drive W. Olive Street

North W. Olive Street Crestview Drive S. 4th Street

ST. MARY'S SCHOOL

East S. 1st Street W. Linn Street W. Boone Street

South W. Linn Street S. 1st Street S. Center Street

WOODBURY SCHOOL

South E. State Street N. 7th Avenue N. 5th Avenue

West S. 7th Avenue E. State Street E. Main Street

North E. Main Street N. 7th Avenue N. 4th Avenue

(2013 Code, § 20-162)

(B) Temporary stops. Temporary stops for the sole purposes of immediate discharge or immediate loading of students shall be permitted, but only in the event that off-street areas for such discharge or loading do not exist within 300 feet of any exit door of said school. Any such temporary stop shall be for a duration of the shortest possible time necessary to discharge or load students, shall be done in a manner that will not impede or hamper general traffic and the driver shall remain in the vehicle.

(2013 Code, § 20-162.1)

(C) Parking on opposite side. In any of the aforesaid school areas where parking is presently allowed on the opposite side of the portions of the streets designated as prohibited parking by this schedule, parking shall be allowed at all times, notwithstanding the provisions within this traffic code.

(2013 Code, § 20-162.2)

(D) Sign placement. There shall be erected suitable lawful signs in appropriate and conspicuous places on said various streets and avenues stating that parking is prohibited or allowed in clear and concise language. Signs shall include the wording "Passenger loading and unloading only. Driver must remain in vehicle".

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(2013 Code, § 20-162.3)
(Ord. 14198, passed 9-24-1984; Ord. 14225, passed 11-12-1985; Ord. 14789, passed 10-23-2006; Ord. 14818, passed 9-10-2007; Ord. 14828, passed 3-18-2008; Ord. 14974, passed 6-11-2018) Penalty, see § 70.999

SCHEDULE IV. COMMUNITY SCHOOL DISTRICT STAFF AND EMPLOYEE PARKING.

(A) Providing for residential/owner and Marshalltown Community School District staff and employee parking.

(1) From 7:00 a.m. to 5:00 p.m., Monday through Friday of each week, except legal holidays, no motor vehicle shall be parked in the designated municipal areas set forth below unless said motor vehicle has visibly affixed to the left corner of the rear windshield a non-expired resident/owner permit or a city school district staff and employee parking permit issued by the city. No motor vehicle shall be parked in any such designated municipal areas without such a resident/owner permit or a city school district staff and employee parking permit. Any motor vehicle parked without such permit shall be considered in violation of this schedule.

Side	On Street	From	To
West	S. 2nd Avenue	E. Ingledue Street	Koeper Drive
Both	S. 3rd Avenue	E. Olive Street	Rainbow Drive
Both	Koeper Drive	S. 3rd Avenue	S. 2nd Avenue
Both	Olson Way	E. Olive Street	S. 2nd Avenue
Both	Cherry Street	S. 2nd Avenue	S. Center Street
Both	<u>E. Ingledue St</u>	<u>S 1st Avenue</u>	<u>S 3rd Avenue</u>

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(2) After 5:00 p.m. to 7:00 a.m., parking in the designated areas is permitted and a permit is not required.

(2013 Code, § 20-163)

(B) Installation of signs. The City Engineer shall post suitable signs to designated these areas as resident/owner and city school district staff and employee parking only, in accordance with this schedule. These signs shall comply with state regulations as adopted by the state's Department of Transportation.

(2013 Code, § 20-163.1)

(C) Issuance of permits. The City Clerk shall issue resident/owner and city Community School District staff and employee parking permits to those residents or owners of the residential real estate described with the boundaries above and those individuals showing proof as to employment status with the Community School District. Each owner/resident or Community School District staff or employee shall receive one such permit for each motor vehicle registered in the owner's name. No more than 40 permits shall be granted to the Community School District staff and employees under this schedule.

(2013 Code, § 20-163.2)

(Ord. 14917, passed 3-25-2013)

SCHEDULE V. RESIDENTIAL/OWNER PARKING PERMITS.

(A) Providing for resident/owner parking permits.

(1) There is created a system of permit parking in the following designated municipal areas:

Side	On Street	From	To
Both	S. 14th Avenue	E. Linn Street	E. Nevada Street
Both	S. 15th Avenue	South line of E. Linn Street	South line of south line of Lot 37 of Norris Addition (308 S. 15th Avenue)
Both	S. 16th Avenue	E Linn Street	Norris Place
Both	Anson Circle		
Both	E. Boone Street	S. 12th Avenue Place	S. 17th Avenue

(2) No motor vehicle shall be parked in the designated municipal areas set out above unless said motor vehicle has visibly affixed to the left corner of the rear windshield a non-expired resident/owner street permit issued by the city. Visitors and those conducting business in the permit area shall visibly display such permits in the left corner of the front windshield. No motor vehicle shall be parked in such designated municipal areas without a resident/owner street permit. Any vehicle parked without such a permit shall be considered in violation of this schedule.

(2013 Code, § 20-164)

(B) Posting of signs.

(1) The City Engineer shall post suitable signs to designate these areas as resident/owner street permit parking only, in accordance with this schedule.

(2) These signs shall comply with state regulations as adopted by the state's Department of Transportation.

(2013 Code, § 20-164.1)

(C) Revocation of permits. No holder of a street parking permit shall transfer, sell or assign such permit or otherwise allow use of any such permit contrary to the provisions of this schedule. In the event such inappropriate use occurs, the City Administrator is vested with the authority to revoke and cancel all such permits.

(2013 Code, § 20-164.2)

(D) Issuance of permits. The City Clerk is hereby vested with authority to prepare for issuance of the required permits and may, if desired, issue them color coded, numbered and having on their face such information as is required to identify the permit holder, date of expiration, residence and other relevant information.

(2013 Code, § 20-164.3)

(E) Existing parking regulations. All permit holders shall abide by all existing parking regulations and are not exempt therefrom.

(2013 Code, § 20-164.4)

(F) Fine for violation. Any person violating the provisions of this schedule, in addition to revocation or cancellation of any issued permit, is subject to a fine of \$10.

(2013 Code, § 20-164.5)

(Ord. 14525, passed 2-12-1996; Ord. 14595, passed 7-27-1998; Ord. 14614, passed 1-11-1999; Ord. 14616, passed 2-28-1999; Ord. 14494, passed 2-13-1995; Ord. 14917, passed 3-25-2013)

SCHEDULE VI. RESTRICTED PARKING.

(A) Restricted parking between the hours of 7:00 a.m. to 5:00 p.m.

(1) The stopping, parking or leaving standing of motor vehicles on the following designated streets, avenues, roads or drives is hereby prohibited between the hours of 7:00 a.m. to 5:00 p.m. Monday through Friday, except holidays:

Side	On Street	From	To
Both	Anson Circle		
Both	Highview Drive		
North	W. Ingledue Street		S. 3rd Street
South	E. Southridge Road	A point 190 feet east of the east line of S. Center Street	A point 388 feet east of the east line of Plaza Drive

(2) The stopping, parking or leaving standing of motor vehicles on the following designated streets, avenues, roads or drives is hereby prohibited between the hours of 7:00 a.m. to 5:00 p.m. Monday through Friday, when school is in session:

Side	On Street	From	To
South	Pleasantview Road	S. 4th Street	S. 6th Street

(2013 Code, § 20-165)

(B) Restricted parking between the hours of 8:00 a.m. to 5:00 p.m. The stopping, parking or leaving standing of motor vehicles on the following designated streets, avenues, roads or drives is hereby prohibited between the hours of 8:00 a.m. to 5:00 p.m.

Side	On Street	From	To
North	Summit Street	356 feet of the east line of N. 15th Street	230 feet east

(2013 Code, § 20-165.5)

(C) Restricted parking, except on Sundays. The stopping, parking or leaving standing of motor vehicles on the following designated streets, avenues, roads or drives is hereby prohibited at all times, except parking shall be permitted on Sundays only:

Side	On Street	From	To
North	W. Church Street	West line of Center Street	West to the east line of the alley intersection

(2013 Code, § 20-166)

(D) Restricted parking between the hours of 2:30 a.m. and 5:30 a.m. It shall be unlawful to park or leave standing any automobile, motor driven or operated truck, tractor, tractor trailer, house trailer or other motor vehicle equipment not governmentally owned or operated or controlled at any time on any day between the hours of 2:30 a.m. and 5:30 a.m. on any street, avenue or other place described as follows:

Side	On Street	From	To
Side	On Street	From	To
Both	1st Avenue	Church Street	State Street
Both	1st Street	Church Street	State Street
Both	2nd Avenue	Church Street	State Street
Both	2nd Street	Church Street	State Street
Both	Center Street	Church Street	State Street
Both	Church Street	2nd Street	3rd Avenue
All city parking lots			
Both	Main Street	2nd Street	3rd Avenue
Both	State Street	2nd Street	3rd Avenue
All alleys bounded by Church Street, State Street, 2nd Street, 3rd Avenue			
Both	N. 13th Street	Fremont Street	Summit Street
	Parking Lot B	206 N. 13th Street (Brennecke)	

(2013 Code, § 20-167)

(E) Exception. Any individual who has a valid resident permit, for the times and locations set forth above, issued by the City Clerk and who has that resident permit properly displayed in the left corner of the rear windshield of his or her vehicle, shall be exempt from application of this schedule.

(2013 Code, § 20-167.1)

(F) Installation of signs. Appropriate signs designating the prohibited hours for the parking or the leave standing of the kind and type of vehicles referred to herein shall be erected and maintained by the Street Division in conspicuous places in the areas described and designated in this schedule, which shall be at least two on each block of street curbing, two in each parking lot within the area and one at each alley entrance.

(2013 Code, § 20-167.2)

(Ord. 14182, passed 4-23-1984; Ord. 14490, passed 1-9-1995; Ord. 14513, passed 11-13-1995; Ord. 14608, passed 1-25-1999; Ord. 14686, passed 12-10-2001; Ord. 14874, passed 6-28-2010; Ord. 14917, passed 3-25-2013)

SCHEDULE VII. SNOW REMOVAL; PARKING PROHIBITED.

(A) Prohibiting parking when snow removal operations are in progress.

(1) Wherever the word CUL-DE-SAC is used in this schedule, it shall be that portion of a street or public way that is circular in its design and is located at the end or terminal point of a street or public way and shall start where the roadway commences its circular character and shall end when the roadway ceases its circular character.

(2) The stopping, parking or leaving standing of motor vehicles when snow removal operations are in progress by the city on the following designated streets, parts of streets or public ways is hereby prohibited on either side of the street:

Side	On Street	From	To
Side	On Street	From	To
All cul-de-sac circles			
Both	S. 16th Street	Church Street	Linn Street
East	S. 4th Avenue	Church Street	Nevada Street
Both	S. 6th Street	Main Street	Madison Street
All	S. 11th Street - Parking lot	Church Street	Boone Street
Both	N. 6th Street	Highland Drive	Jerome Street
Both	N. 8th Street	Summit Street	State Street
Both	E. Boone Street	3rd Avenue	4th Avenue
Both	Highland Drive	5th Street	6th Street
Both	W. Linn Street	16th Street	A point 861 feet east
Both	Melody Lane		
Both	Noble Street	S. 7th Avenue	S. 8th Avenue

Both Wood Street S. 7th Avenue S. 8th Avenue
Both Young Street

(2013 Code, § 20-169)

(B) Towing of vehicles in violation. Any vehicle found to be parked in violation of the provisions of this schedule may, in addition to the penalty provided, be towed from said location by order of the police at the owner's expense.

(2013 Code, § 20-169.1)

(C) Installation of signs. There shall be erected at all the locations set forth above suitable signs setting forth the no parking provision of this schedule.

(2013 Code, § 20-169.2)

(D) Conflict with overtime alternate parking regulations. The provisions of any overtime alternate parking sections of this schedule or any ordinance are suspended during the period that snow removal operations are in effect, but shall be of full force after snow removal operations are complete.

(2013 Code, § 20-169.3)

(E) Penalty for violation. Anyone violating the provisions of this schedule shall, upon conviction, be punished by a penalty as provided in § 10.999(A) of this code of ordinances. In addition thereto, a violation of this schedule shall be a municipal infraction.

(2013 Code, § 20-169.4)

(Ord. 13677, passed 2-25-1980; Ord. 14970, passed 11-27-2017; Ord. 14974, passed 6-11-2018; Ord. 15011, passed 1-25-2021)

SCHEDULE VIII. SNOW ROUTES.

(A) Snow removal operations.

(1) The Street Department shall post any street, avenue or area with appropriate signs where snow removal operations are to be carried out and, within three hours thereafter, all motor vehicles parked or left standing therein or thereon shall be removed therefrom. After such posting of any street, avenue or area for such purpose, no motor vehicle shall be parked or left standing therein.

(2) Parked automobiles that interfere with city snow removal operations may be towed away or otherwise removed to some other place of parking out of the way of snow removal operations.

(2013 Code, § 20-184)

(B) Snow routes. Streets or portions of streets shall be designated as snow routes, and there shall be erected suitable signs at the entrance to and along the routes.

(2013 Code, § 20-184.1)

(C) Snow route restrictions.

(1) (a) When conditions of snow or ice exist on the traffic surface of a designated snow route, it is unlawful for the driver of a vehicle to impede or block traffic if the driving wheels of the vehicle are not equipped with snow tires, tire chains or non-slip differential.

(b) The term SNOW TIRES, as used in this schedule, means tires designed for use when there are conditions of snow or ice on the highways, and meeting the requirements that shall be promulgated by rule of the Commissioner of Public Safety.

(2) Standing or parking of vehicles upon a street designated as an emergency snow route shall be prohibited at any time when snow removal operations are in progress and before such operations have resulted in the removal or clearance of snow from such streets.

(2013 Code, § 20-184.2)

(D) Stalled vehicles on snow emergency routes and non-snow emergency routes.

(1) Whenever a vehicle becomes stalled or is unable to move under its own power on any part of a snow emergency route while there is a parking prohibition in effect, the person operating that vehicle shall take immediate action to have the vehicle towed or pushed off the roadway of the snow emergency route, either onto the first cross street which is not a snow emergency route or onto the public space portion of a nearby driveway. No person shall abandon or leave his or her vehicle in the roadway of such snow emergency route, except for a reasonable time necessary to receive assistance.

(2) Whenever a vehicle becomes stalled or is unable to move under its own power, for any reason, on a non-snow emergency route, the person operating the vehicle shall take immediate action to have the vehicle towed away or pushed to the side of the street upon which parking is permitted and within 24 hours shall have the vehicle removed from the street or highway.

(2013 Code, § 20-184.3)

(E) Snow routes designated; signs. The following streets or portions of streets shall be designated as snow routes and there shall be erected suitable signs at the entrance to and along the routes as are designated:

Street	Location
Street	Location
3rd Avenue	From Anson Street to the north corporate limits
7th Avenue	From Main Street to Church Street
9th Street	From Lincoln Way to Main Street
18th Avenue	From Marion Street to Highway 30
30th Street	From Main Street to Summit Street
Boone Street	From 9th Street to Center Street
Center Street	From the south corporate limits to Main Church Street
Church Street	From 9th Street to 7th Avenue
East and west ramps	From South 3rd Avenue to East Madison Street
East Anson Street	From South Center Street to South 3rd Avenue
Edgebrook Drive	From Southridge Road to Olive Street
Governor Road and 12th Avenue	From Iowa Avenue East to Main Street
Linn Street	From 3rd Street to South 3rd Avenue

Madison Street	From South 9th Street to South 4th Avenue
Main Street	From Highland Acres Road to 3rd Street and from 3rd Avenue to 18th Avenue
Marion Street	From North 3rd Avenue to North 18th Avenue
Nevada Street	From South 4th Avenue to South 18th Avenue
Olive Street	From 12th Street to 18th Avenue
South 12th Street	From Lincoln Way to Olive Street
South 3rd Street-South 6th Street	From West Linn Street to Iowa Avenue West
Southridge Road	From 6th Street to Governor Road
Summit Street	From Valley View Road to 13th Street
West Lincoln Way	From Highland Acres Road to South 9th Street

(2013 Code, § 20-184.3.5)

(F) Parking restricted in public lots during snow removal operations. The following parking lots shall be designated as restricted from parking whenever emergency parking restrictions are instituted on streets and until the parking lots are cleared and there shall be erected suitable signs in the lots designated:

(1) Restriction between 2:00 a.m. to 7:00 a.m., Monday, Wednesday and Friday.

The city parking lot immediately east of the Senior Center Building

Parking Lot F

The east 1/3 of city Parking Lot H

City Parking Lot J

The east 1/2 of City Parking Lot K

Parking Lot O

The designated east portion of City Parking Lot T

City Parking Lot W

(2) Restriction between 2:00 a.m. to 7:00 a.m., Tuesday and Thursday.

City Parking Lot A

City Parking Lot D

The west 2/3 of City Parking Lot H

The west 1/2 of City Parking Lot K

City Parking Lot N

City Parking Lot P

The designated west aisles of City Parking Lot T

City Parking Lot Z

(2013 Code, § 20-184.3.6)

(G) Violation; penalty.

(1) Any motor vehicle that may be parked contrary to the provisions of this schedule may, in addition to the remedies set forth in division (G)(2) below, be towed away at the owner's expense.

(2) Any person violating the terms of the sections mentioned in division (G)(1) above shall, upon conviction, be fined \$25 if paid within 30 days of the date of the violation. If not paid within 30 days, the fine shall be \$35. Violations shall be charged and collected in the same manner as other parking violations, by notice of a fine payable to the City Clerk.

(2013 Code, § 20-184.4)

(Ord. 9161, passed 1-28-1957; Ord. 13641, passed 11-13-1979; Ord. 14488, passed 5-8-1995; Ord. 14556, passed 1-13-1997; Ord. 14832, passed 5-27-2008; Ord. 14869, passed 3-8-2010; Ord. 14910, passed 8-13-2012; Ord. 14926, passed 10-28-2013)

SCHEDULE IX. DISABLED PARKING.

(A) Disabled parking areas established. The City Council may establish parking areas in the city that shall be reserved for parking by disabled persons. The following locations are designated as disabled parking:

Block	On Street	Side	Location
Block	On Street	Side	Location
200 W	State Street	South	1st space west of 2nd Street
300 W	Main Street	North	1st and 2nd spaces east of 4th Street
200 W	Main Street	North	1st 2 spaces east of alley
200 W	Main Street	South	1st space east of alley
200 W	Main Street	South	2nd and 3rd spaces east of alley (Sunday only)
100 W	Main Street	North	1st space west of alley
10 W	Main Street	South	1st space east of 1st Street
10 W	Main Street	South	1st space east of alley
10 E	Main Street	North	1st space west of 1st Avenue
100 E	Main Street	North	1st space east of alley
100 E	Main Street	South	1st space west of alley

200 E	Main Street	North	1st space west of alley
300 E	Main Street	South	2nd and 3rd spaces east of 3rd Avenue
10 W	Church Street	South	3rd and 4th spaces west of Center Street (Sunday only)
10 W	Church Street	South	5th space east of Center Street
100 W	Church Street	North	2nd space west of 1st Street
100 E	Church Street	North	1st space west of alley
100 E	Church Street	South	1st space west of South 1st Avenue
200 E	Church Street	North	1st space east of alley
200 E	Church Street	South	1st space east of 2nd Avenue
10 S	1st Street	West	1st space north of Church Street
10 S	4th Street	East	2 spaces, 135 feet and 170 feet south of the south line of W. Main Street
10 N	Center Street	West	1st space south of W. State Street
100 N	Center Street	West	3rd space south of alley
100 N	Center Street	East	6th space north of alley
10 S	Center Street	West	1st space south of alley
10 N	1st Avenue	West	1st space north of Main Street
10 S	1st Avenue	East	1st space south of alley
10 S	1st Avenue	East	1st space north of E. Church Street
10 S	1st Avenue	East	1st space north of Church Street
10 S	2nd Avenue	West	1st and 2nd space south of alley (at 21 S 2nd Street)
100 S	2nd Avenue	East	2nd space south of Church Street (at Presbyterian Church)
500 S	3rd Avenue	West	1st 1 space north of Madison Street
500 S	3rd Avenue	East	1st 1 space north of Madison Street
10 N	5th Avenue	East	1 space as signed (Sunday only)
10 S	5th Avenue	East	1st space south of the east/west alley
300S	6th Street	West	1 space as signed
300	Columbus Drive	North	From 145 feet west of Huisman Circle to 70 feet west
	Parking Lot A		2 spaces as signed
	Parking Lot D		1 space as signed
	Parking Lot E		1 space as signed
	Parking Lot F		1 space as signed

Parking Lot H	3 spaces as signed
Parking Lot J	4 spaces as signed
Parking Lot K	1 space as signed
Parking Lot L	1 space as signed
Parking Lot N	1 space as signed
Parking Lot O	1 space as signed
Parking Lot P	2 spaces as signed
Parking Lot W	1 space as signed
Parking Lot Z	1 space as signed
Senior citizens lot	4 spaces as signed
Off street, west of 10 W. State Street	2 spaces as signed

(2013 Code, § 20-185)

(B) Installation of signs. The Public Works Director shall post suitable signs to designate these areas as disabled parking areas in accordance with city policy, the Code of Iowa and the Manual of Traffic Control Devices For Streets and Highways, as adopted by the state's Department of Transportation and the city.

(2013 Code, § 20-185.1)

(C) Improper use of disabled parking spaces. The use of a disabled parking space, located on either public or private property, as provided in I.C.A. §§ 321L.5 and 321L.6 or subsequent amendments thereto, by a motor vehicle displaying a disabled parking permit as aforesaid, but not being used by a person in possession of a motor vehicle license with a disabled designation or a non-operator's identification card with a disabled designation, other than a person issued a permit or being transported in accordance with I.C.A. § 321.2, subsec. 1, para. "b", or subsequent amendments thereto, or by a motor vehicle in violation of the rules adopted by the state's Department of Transportation under I.C.A. § 321L.8 or subsequent amendments thereto, constitutes improper use of a disabled parking permit, which is an offense for which a fine shall be imposed upon the owner, operator or lessee of the motor vehicle or the person to whom the disabled parking permit is issued. The fine for each violation shall be the same as provided by the Code of Iowa.

(2013 Code, § 20-185.2)

(Ord. 12491, passed 6-18-1974; Ord. 14557, passed 2-10-1997; Ord. 14784, passed 6-12-2006; Ord. 14878, passed 8-23-2010; Ord. 14924, passed 7-22-2013; Ord. 14935, passed 8-25-2014; Ord. 14988, passed 9-23-2019; Ord. 14991, passed 11-25-2019)

SCHEDULE X. PUBLIC ACCESS PARKING.

(A) Areas and spaces designated; manner of parking.

(1) The Director of Public Works/City Engineer or such city officer or employee as he or she shall select shall place lines or marks on the curb or on the street to designate the

area in which a vehicle may be parked, and it shall be unlawful to park any vehicle which extends over, across or which straddles such parking space lines.

(2) Not more than one vehicle shall be parked in a marked parking space.

(2013 Code, § 20-221)

(B) Installation of signs; maintenance. The Street Division, under the supervision of the Director of Public Works/City Engineer, shall install and maintain suitable signs as required under this schedule.

(2013 Code, § 20-222)

(C) Fined parking; areas specified. It shall be unlawful for any person to cause, allow, permit or suffer any vehicle registered in his or her name to be parked, placed or remain in a parking space beyond the time limits provided; each hour that any vehicle remains so parked or placed beyond the following time limits shall constitute a separate violation:

(1) Thirty-minute parking.

Street	Location
Street	Location
Center Street	West side, between Main Street and State Street, commencing 70 feet north of the north line of the east/west alley, to a point 43 feet north thereof
Main Street	North side, between 1st Avenue and 2nd Avenue, commencing 70 feet east of the east line of 1st Avenue to a point 24 feet east thereof
Main Street	North side, two spaces located 25 feet to 70 feet easterly of 3rd Avenue and three spaces located 115 feet to 185 feet easterly of 3rd Avenue
Main Street	South side, between 3rd Avenue and 5th Avenue the 1st, 4th, 5th and 6th parking spaces as assigned
Church Street	South side, between Center Street and S. 1st Avenue, from the point 31 feet west of S. 1st Avenue to a point 25 feet west thereof
S. 1st Avenue	West side, between Church Street and Linn Street, commencing 70 feet north of the east/west alley, to a point 27 feet north thereof
W. State Street	South side, the first four parking spaces west of N. Center Street

(2) Three-hour parking. Except as shown in division (C)(1) above and disabled parking as provided in Ch. 77, Schd. IX, division (A), of this traffic code:

Street	Location
Street	Location
1st Avenue	From State Street to 280 feet south of Church Street, except as provided in division (C)(1) above
1st Street	From 180 feet south of Grant Street to Church Street

1st Street	From Church Street to a point 180 feet south
2nd Avenue	From the alley south of State Street to the alley south of Church Street
2nd Street	From Church Street to Main Street
30th Street	Both sides, from Fremont Street to Summit Street
Center Street	From 120 feet south of Grant Street to Linn Street, except as provided in division (C)(1) above
Church Street	From 3rd Avenue to 2nd Street
Linn Street	South side, from S. Center Street to S. 3rd Avenue
Main Street	From 3rd Avenue to 3rd Street, and the south side of Main Street between 3rd Avenue and 5th Avenue, except as shown in division (C)(1) above and disabled parking as provided in Ch. 77, Schedule IX, of this code of ordinances
Main Street	South side between 3rd Avenue and 5th Avenue, except for 30-minute parking as provided in division (C)(1) above and disabled parking as provided in Ch. 77, Schedule IX, of this code of ordinances
State Street	From 3rd Avenue to 3rd Street
	Municipal parking lots as follows, except for specific government vehicle spaces: Lot T, 15 W. State Street

(2013 Code, § 20-223)

(D) When applicable. The provisions of this schedule relating to parking time limits shall not apply between the hours of 6:00 p.m. through 8:00 a.m. of any day or on Sundays or legal holidays. LEGAL HOLIDAYS for the purposes of this schedule are those holidays observed in the city on which City Hall is closed to the public.

(2013 Code, § 20-224)

(Ord. 14216, passed 6-10-1985; Ord. 14407, passed 12-28-1992; Ord. 14505, passed 7-11-1995; Ord. 14601, passed 9-14-1998; Ord. 14623, passed 4-12-1999; Ord. 14739, passed 7-12-2004; Ord. 14742, passed 8-16-2004; Ord. 14750, passed 11-8-2004; Ord. 14784, passed 6-12-2006; Ord. 14878, passed 8-23-2010; Ord. 14879, passed 3-28-2011; Ord. 14910, passed 8-13-2012)

MARSHALLTOWN

I O W A

Joel Greer, Mayor
Jessica Kinser, Administrator
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5701
Fax - (641) 754-5717

TO: Mayor Greer and City Council
FROM: Jessica Kinser, City Administrator
DATE: June 6, 2022
RE: Animal Rescue League Contract

Policy Issue: Council is required to approve all contract over \$44,999

☐ Goal 1: Expand and improve development	☒ Goal 3: Continually improve the City's organization & services
☐ Goal 2: Enhance Marshalltown's public image	☒ Goal 4: Partner with others to improve quality of life

Specific Objective/Action: Goal 3, Objective 1: Review policies, procedures and ordinances for updates;
Goal 4, Objective 3: Work with other entities on partnerships which benefit the community

Recommendation: Approve the additional funding request

Budget Impact: For FY23- an additional \$28,000 over the \$52,000 that is budgeted

Description/Background: The City has had an agreement with the Marshalltown Animal Rescue League for a number of years in which a fee is provided to the ARL for providing specific services related to holding of animals as required by State Code. This contract was adopted in 2015 and has not been updated. For the fiscal year to start July 1, 2022, we have budgeted \$52,000 as payment on the contract. This is what we have paid since fiscal year 2018, meaning they have not had an increase in fees in the last 5 years. If the 4% escalator had been applied each fiscal year, the projected FY23 payment would be \$63,266.

Chief Tupper and I met with the new Executive Director and two board members of the ARL in May. At that time they requested an increase in the annual payment to \$80,000 each fiscal year, with an updated contract. After reviewing data they provided related to the cost of the State requirements to hold stray animals, I recommend funding this request as the City is not paying the full cost of the service that the ARL is providing on our behalf.

CITY COUNCIL

Al Hoop, Gabriel Isom, Barry Kell, Mike Ladehoff,
Jeff Schneider, Gary Thompson, Dex Walker



RESOLUTION APPROVING CONTRACT FOR SERVICES BETWEEN THE
ANIMAL RESCUE LEAGUE OF MARSHALLTOWN, IOWA
AND THE CITY OF MARSHALLTOWN FOR FY 2015-2016, FOR \$48,000,
WITH OPTION TO EXTEND FOR 2016-2017 FOR \$50,000

WHEREAS the City of Marshalltown has entered into an Agreement with the Animal Rescue League of Marshalltown for animal control services provided to the City; and

WHEREAS said attached Agreement should be approved and ratified by the Council of the City of Marshalltown, Iowa.

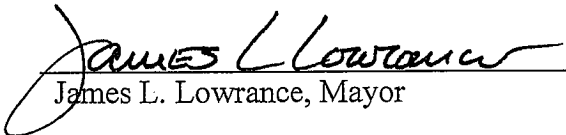
THEREFORE, IT IS HEREBY RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, AS FOLLOWS:

Section 1. The attached Agreement between the Animal Rescue League of Marshalltown and the City of Marshalltown, Iowa is hereby approved and is effective from July 1, 2015 through June 30, 2016.

Section 2. The City Administrator is hereby authorized and directed to execute said Agreement on behalf of the City of Marshalltown.

Passed this 27 day of April, 2015, and signed this 28 day of April, 2015.

CITY OF MARSHALLTOWN, IOWA


James L. Lowrance, Mayor

ATTEST:


Shari L. Coughenour, CMC, City Clerk

AGREEMENT FOR CONTRACTED SERVICES

This agreement is entered into between the City of Marshalltown, Iowa, and the Animal Rescue League of Marshalltown, in connection with the provision of services by the Animal Rescue League of Marshalltown to the City of Marshalltown, Iowa, for the fiscal year 2015-2016.

In providing services to the City of Marshalltown, Iowa, the Animal Rescue League and its employees shall be governed by the mission statement of the Animal Rescue League of Marshalltown, which is directed toward the humane treatment of animals and prevention of cruelty to animals.

I. Services Provided.

1. Housing of Animals. The Animal Rescue League of Marshalltown agrees to house any stray, domesticated cats and dogs that are brought to the Animal Rescue League shelter from within the Marshalltown city limits. Cats will be held a minimum of three (3) days and dogs will be held seven (7) days in accordance with the provisions of Chapter 351 of the Code of Iowa.
2. Day Services. During normal business hours, Monday-Friday, 9:00 a.m. to 5:00 p.m. the Animal Rescue League of Marshalltown shall provide the following services to the City of Marshalltown, Iowa:
 - A. Complaint Investigation. Upon receipt of a case of substandard care or nuisance, the Marshalltown Police Department will be notified of the complaint by the Animal Rescue League of Marshalltown. A police officer will be dispatched to perform an initial investigation and upon confirmation of a valid animal welfare concern, the Marshalltown Police Department will notify the Animal Rescue League of Marshalltown if further assistance is needed. It is understood and agreed by the parties that the Animal Rescue League does not have a veterinarian on staff and will not incur charges for veterinary care and/or consultation. The parties are aware that proof of animal abuse and/or neglect can be difficult without a veterinary consultation and it is recommended that the City of Marshalltown will enter into an agreement with a veterinary clinic to provide these services as needed.
 - B. Bite Case Containments or other City Required Containments. The Animal Rescue League will agree to provide confinement services as required by the Code of Iowa or Marshalltown City Ordinance in accordance with the following fee schedule:

- (a) Following required confinements the City of Marshalltown may elect to have animals euthanized, delivered to a local veterinarian and sent to a laboratory for rabies testing. All veterinarian fees will be billed by the veterinarian to the City and will not be the responsibility of the Animal Rescue League.
- (b) The fee for a 10-day bite confinement shall be \$150 (\$15 a night for boarding prior to euthanasia) and \$15 per night in excess of a 10 day period.
- (c) Disposal fees after quarantine shall be as follows: Dogs and cats less than 50 pounds - \$75, dogs between 51-100 pounds - \$100, dogs greater than 100 pounds - \$125. It shall be the responsibility of the owner of an animal to pay the fees described above and the Animal Rescue League will attempt to collect the fees with normal collection procedures. In the event the Animal Rescue League is unsuccessful in obtaining payment through normal collection procedures, the confinement charges shall be paid by the City of Marshalltown, Iowa.

C. Animal Control Officer. The Animal Rescue League will have available an Animal Control Officer (ACO) to respond to calls for service related to domestic animal at large or bite investigations during regular business hours. The ACO will assist in the capture of these animals when requested by Marshalltown police.

3. Services Provided After Hours. The Animal Rescue League will provide after hours services as follows: The Animal Rescue League will provide a location for the police department to bring animals into the shelter after normal business hours. The Animal Rescue League will have an Animal Control Officer (ACO) on call outside of normal business hours. The ACO will respond to afterhours calls referred by the police department. It is agreed that for any animal dropped off, a police report must be faxed to the Animal Rescue League prior to the end of the shift of the officer who dropped off the animal. Drop off paperwork must be completed at the drop-off location prior to the leaving the animal.

II. Terms for Payment. The City of Marshalltown, Iowa, will make payments to the Animal Rescue League for the services to be provided herein as follows: The annual fee for services during the 2015-2016 fiscal year will be \$48,000, which shall be paid in equal monthly installments over that period of time.

III. Renewals. Parties agree that this agreement may be extended for an addition period from July 2016 through June 2017 at a rate of \$50,000. It is agreed by the parties that the

agreement shall automatically renew for successive 12 month periods unless terminated by written notice at least 60 days prior to the termination of the current fiscal period. It is further agreed that the contract price for the provision of services will not increase more than 4% per fiscal year.

IV. Modification. This agreement may be modified in writing if signed by both parties.

V. Cancellation. This agreement may be cancelled by either upon 30 days written notice, subject to the payment of fees which have accrued to that time.

VI. Cooperation. It is agreed that the City of Marshalltown, Iowa, through its Police Department will assist the Animal Rescue League in carrying out its duties by provided a uniformed officer on the scene as necessary.

VII. Services not Covered. It is further agreed that the duties of the Animal Warden as described under the City Code of Marshall, Iowa, shall be carried out by the Marshalltown Police Department. It agreed that the Animal Rescue League will not pick up dead animals within the City of Marshalltown and will not handle wild animals within the city limits of Marshalltown.

City of Marshalltown, Iowa

By James C. Lawrence

Animal Rescue League of Marshalltown

By Heidi Drager

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: June 7, 2022
RE: Discussion of the Franchise Fee

While we are near the end of one fiscal year and the beginning of another, there are no significant changes in taxable valuations or other General Fund revenue sources that lead me to believe the deficit that in the General Fund can be resolved over the coming months without looking at alternative revenue sources or making some large cuts to the General Fund expenditures. Given that we are 6 months away from the budget process for the fiscal year starting July 1, 2023, starting, this is a perfect time to work with the City Council on determining what solution is best applied to the deficit issue.

Before considering reductions, I would ask that the City Council consider an electric and/or gas franchise fee. This fee has been around for a number of years and has been implemented by a number of cities (see attachment from the Iowa Association of Municipal Utilities website). This fee is available to cities that do not operate their own gas or electric utility, of which 136 cities in Iowa do operate those utilities. This fee can range from 1 to 5 percent, and can only be used for areas specifically stated in Iowa Code. This list is extensive and has a number of areas which apply to Marshalltown, which require an in-depth discussion to better understand.

If a majority of the City Council does not want to consider the franchise fee now or after a work session, we need to pivot to talk about priorities in the General Fund to come up with a plan for balancing the budget through expenditure reductions. At this time, I would appreciate better understanding if the Council would like to keep the franchise fee on the table as a deficit reduction strategy or move away from this option to expenditure reductions.

City Council

Al Hoop, Gabriel Isom, Barry Kell, Mike Ladehoff,
Jeff Schneider, Gary Thompson, Dex Walker



FRANCHISE FEES

Iowa Community Franchise Fees

May 5, 2021

Ackley

1% (electric) and 1% (gas)

Akron

5% (gas)

Albert City

3% (electric) and 3% (gas)

Alburnett

1% (electric) and 1% (gas)

Algona

5% (electric) and 5% (gas)

Alleman

5% (electric) and 5% (gas)

Altoona

5% (electric) and 5% (gas)

Anamosa

2% (electric) and 2% (gas)

Ankeny

2% (electric) and 2% (gas)

Armstrong

5% (electric) and 5% (gas)

Arnolds Park

1% (electric) and 1% (gas)

Asbury

1% (electric) and 1% (gas)

Audubon

5% (electric) and 5% (gas)

Beacon

1% (electric) and 1% (gas)

Bellevue

5% (electric) and 5% (gas)

Blakesburg

1% (electric)

Blanchard

3% (electric)

Boone

1% (electric) and 1% (gas)

Boxholm

1% (gas)

Boyden

5% residential; 5% commercial; 5% industrial (electric and gas)

Brandon

5% (electric) and 5% (gas)

Calmar

3% (electric) and 3% (gas)

Camanche

2% (gas)

Carlisle

4% (electric) *only applies to MidAmerican Energy customers

Carroll

1% (electric)

Cedar Rapids

3% (electric) and 3% (gas)

Center Point

3% (electric) and 3% (gas)

Centerville

3% (electric) and 3% (gas)

Central City

5% (electric) and 5% (gas)

Chariton

1% (electric) and 1% (gas)

Cherokee

5% (electric) and 5% (gas)

Chillicothe

1% (electric)

Churdan

2% (electric)

Cincinnati

2% (electric) and 2% (gas)

Clarion

5% (electric) and 5% (gas)

Clermont

1% (electric)

Clinton

4% (electric) and 4% (gas)

Clive

5% (electric) and 5% (gas)

Clutier

2% (electric)

Coggon

1% (gas)

Colfax

5% (electric) and 5% (gas)

Collins

3% (electric) and 3% (gas)

Conway

1% (electric)

Coralville

1% (electric) and 1% (gas)

Council Bluffs

2% (electric) and 2% (gas)

Creston

1% (electric) and 1% (gas)

Danbury

3% (electric) and 3% (gas)

Decatur City

5% (electric)

Decorah

1% (gas) and 3% (electric); 1% (gas) and 4% (electric) *Effective July 1, 2022

Delhi

5% (electric) and 5% (gas)

Des Moines

5% (electric) and 5% (gas)

Dolliver

1% (electric)

Donnellson

4% (electric) and 4% (gas)

Dubuque

5% (electric) and 5% (gas)

Durant

5% (gas)

Dyersville

1% (electric) and 1% (gas)

Early

3% (electric) and 4% (gas)

Eddyville

1% (electric)

Eldon

2% (electric) and 2% (gas)

Eldora

2% (electric) and 2% (gas)

Eldridge

1% (gas)

Elgin

1% (electric)

Elkader

1% (electric) *Effective January 1, 2022 and 5% (gas)

Elk Run Heights

1% (electric) and 1% (gas)

Ellston

1% (electric)

Ely

1% (electric) and 1% (gas)

Everly

1% (electric)

Exline

2.5% (electric)

Farley

3% (electric) and 3% (gas)

Fayette

1% (electric) and 1% (gas)

Fonda

2% (gas)

Fort Atkinson

5% (electric)

Fruitland

1% (gas)

Garnavillo

3% (electric) and 3% (gas)

Garwin

1% (electric) and 1% (gas)

Glenwood

5% (electric) and 5% (gas)

Greenville

1% (electric)

Grinnell

4% (electric) and 4% (gas)

Griswold

3% (electric) and 3% (gas)

Gruver

2% (electric)

Hampton

5% (electric) and 5% (gas)

Hanlontown

1% (gas) *Effective January 1, 2022

Harris

3% (electric),

Hartford

5% (electric) and 5% (gas)

Hastings

5% (electric)

Hawkeye

5% (electric) and 5% (gas)

Hazleton

1% (electric) and 1% (gas)

Hiawatha

3% (electric) and 3% (gas)

Hubbard

1% (electric) and 1% (gas)

Hull

5% residential; 1.5% commercial; 1.5% industrial; (electric and gas)

Huxley

3% (electric) and 3% (gas)

Independence

5% (gas)

Indianola

5% (electric) and 5% (gas)

Inwood

5% (electric and gas – residential) 3% (electric and gas – non-residential)

Iowa City

1% (electric) and 1% (gas)

Iowa Falls

2.5% (electric) and 2.5% (gas)

Ireton

5% (electric)

Keokuk

2% (electric) and 2% (gas) *Effective January 1, 2022

Keystone

1% (electric) and 1% (gas)

Knoxville

5% (electric) and 5% (gas)

Lake City

3% (electric) and 3% (gas)

Lakota

4% (electric) and 4% (gas)

Lamont

4% (gas)

Lansing

3% (electric)

Lawler

5% (electric)

Ledyard

5% (electric) and 5% (gas)

Lewis

4% (electric)

Libertyville

1% (electric) and 1% (gas)

Lincoln

1% (electric)

Logan

5% residential; 2% business; (electric and gas)

Lohrville

3% (electric) and 3% (gas)

Lone Rock

1% (electric) and 1% (gas)

Luana

1% (electric) and 1% (gas)

Luxemburg

1% (electric)

Lytton

4% (gas)

Madrid

1% (electric) and 1% (gas)

Malcom

2% (electric) and 2% (gas)

Mallard

1% (electric)

Manchester

3% (electric) and 3% (gas)

Marathon

5% (gas)

Marengo

3% (electric) and 3% (gas)

Marion

4% (electric)

Massena

2% (electric) and 2% (gas)

Maxwell

2% (electric) and 2% (gas)

Melbourne

1% (electric) and 1% (gas)

Melcher-Dallas

4% (electric and gas)

Melvin

5% (electric)

Millersburg

1% (electric)

Milton

1% (electric)

Missouri Valley

5% (electric) and 5% (gas)

Mitchellville

3% (electric) and 3% (gas)

Monticello

3% (electric) and 3% (gas)

Moravia

1% (electric) and 1% (gas)

Moulton

1% (electric)

Mount Vernon

5% (electric) and 5% (gas)

Muscatine

2% (gas)

Murray

5% (electric)

Mystic

1% (electric)

New Providence

1.5% (electric) and 1.5% (gas)

New Vienna

1% (electric)

New Virginia

3% (electric) and 3% (gas)

North Liberty

2% (electric) 2% (gas)

Norway

3% (electric) and 3% (gas)

Numa

1% (electric)

Oakland

1% (electric)

Ocheyedan

1% (electric)

Oelwein

5% (electric) and 5% (gas)

Ogden

1% (gas)

Onslow

2% (electric)

Osceola

2% (electric) and 2% (gas)

Oskaloosa

3% (electric) and 3% (gas)

Ossian

2% (electric) and 2% (gas)

Parnell

2% (electric) and 2% (gas)

Peosta

1% (electric) and 1% (gas)

Perry

2% (electric) and 2% (gas)

Plano

1% (electric)

Pleasant Hill

5% (electric) and 5% (gas)

Pleasant Plain

1% (electric)

Plover

1% (electric)

Prairieburg

1% (electric)

Prairie City

1% (electric) and 1% (gas)

Rembrandt

2% (electric) and 2% (gas)

Rock Valley

5% (electric) and 5% (gas)

Rolfe

1% (electric)

Rossie

1% (electric)

Royal

2% (electric)

Russell

2% (electric)

Ryan

5% (electric) and 5% (gas)

Searsboro

1% (electric)

Sergeant Bluff

5% (electric) 5% (gas) residential; 3% (electric and gas) non-residential

Sharpsburg

1% (electric)

Shenandoah

5% (electric) and 5% (gas)

Sibley

3% (gas)

Sigourney

2% (electric) and 2% (gas)

Sioux City

5% (electric) and 5% (gas)

Sioux Rapids

5% (electric) and 5% (gas)

Springville

1% (electric) and 1% (gas)

Somers

5% (electric)

Spirit Lake

3% (electric)

Stacyville

5% (electric) and 5% (gas)

Steamboat Rock

1% (electric) and 1% (gas)

St. Lucas

1% (electric)

Storm Lake

5% (electric) and 5% (gas)

Story City

1% (gas)

Strawberry Point

2% (gas)

Stuart

5% (gas)

Superior

3% (electric)

Sutherland

3% (electric) and 3% (gas)

Swea City

5% (electric) and 5% (gas)

Tabor

5% (electric) and 5% (gas)

Tama

1% (electric)

Terril

1% (electric)

Thornburg

1% (electric)

Tiffin

1% (gas)

Titonka

3% (electric)

Toledo

1% (electric) and 1% (gas)

Tripoli

1% (electric)

Unionville

1% (electric)

Van Meter

5% (electric) and 5% (gas)

Victor

1% (electric) and 1% (gas)

Vinton

1% (gas)

Wahpeton

2% (electric)

Walker

1% (electric) and 1% (gas)

Waterloo

4% (electric) and 4% (gas)

Waukon

3% (electric) 3% (gas)

Webb

5% (electric)

Wellsburg

3% (electric) and 3% (gas)

Wesley

1% (electric) and 1% (gas)

West Okoboji

1% (electric) and 1% (gas)

West Union

1% (electric) and 1% (gas)

What Cheer

1% (electric) and 1% (gas)

Whitten

2% (electric) and 2% (gas)

Williamsburg

1% (electric) and 1% (gas)

Williamson

1% (electric) and 1% (gas)

Windsor Heights

5% residential; 3% business (electric and gas)





P: [515.282.2115](tel:515.282.2115)

F: [515.282.7709](tel:515.282.7709)

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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: June 3, 2022
RE: Attorney Attendance At Meetings

With a change in City Attorney as of July 1, 2022, there is a need to discuss Council expectations for attendance of the City Attorney at City Council meetings. The City Council Manual states the following of page 7:

“The City Attorney or designee shall attend all meetings of the Council, unless excused by the Mayor or the City Administrator. The City Attorney shall act as the Council’s parliamentarian when present.”

The Council needs to define the expectation of attendance to better determine what is desired. Specifically, is attending virtually considered attending a meeting for the intent of the Council Manual? Conversations with Steve Leidinger of Lynch Dallas have been around only attending in-person for the purposes of closed sessions or when required/requested by the City Council.

A further review of the Council Manual does not show any other amendments that need to be reviewed related to the role and duties of the City Attorney.

City Council

Al Hoop, Gabriel Isom, Barry Kell, Mike Ladehoff,
Jeff Schneider, Gary Thompson, Dex Walker



CITY OF MARSHALLTOWN, IOWA

Council Manual

Rules and Procedures

Adopted October 9, 2017

Amended September 13, 2021

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AUTHORITY

Iowa Code Section 372.13(5) provides that the City Council shall determine its own rules of procedure. The following set of rules shall be in effect upon adoption by the Council until such time as they are amended or new rules adopted.

The Iowa Open Meetings Law, Chapter 21 of the Code of Iowa, is the governing law of public meetings held by the City of Marshalltown. Direct references to the law are not made throughout the document but are noted as the authority being followed. Chapter 22 of the Code of Iowa is the Iowa Open Records Law, which is also a governing law of public records of the City of Marshalltown.

INTERPRETATION OF THE RULES OF PROCEDURE

The City Attorney shall act as parliamentarian and rule on any questions regarding the application or interpretation of these rules and procedures. In the absence of the City Attorney, the City Administrator shall be considered the final authority on the rules of procedure for the conduct of City Council business. Any good faith, non-intentional error in the application of these rules shall not void any public action taken if, notwithstanding the good faith, non-intentional error, the action taken otherwise complied with the Marshalltown Code of Ordinances and the Iowa Code.

RULE ENFORCEMENT

The presiding officer, whether it be the Mayor, Mayor Pro Tem or Acting Mayor Pro Tem, shall enforce these rules and procedures. Any Council member who believes the presiding officer is failing to enforce the rules may call attention to it by making a point of order referencing the Rule or Procedure the Council member believes is applicable. The raising of a point of order has the effect of requiring the presiding officer to make a ruling on the question involved and, if appropriate, to enforce the applicable rule.

Unless otherwise specified by law or these rules, all business will be conducted by the majority rule of those present and voting.

Following any adverse ruling on a point of order, any Council member may move to appeal the decision of the presiding officer and, in so doing, state the appropriate action which the Council member believes should have been taken. If this motion receives the required second, the City Council may, by majority vote, adopt the alternative ruling stated in the motion.

SUSPENSION AND AMENDMENT OF THESE RULES

These rules may be temporarily suspended by a vote of two-thirds of all Council members, or the unanimous consent of all the Council members present if fewer than five are present.

Temporary Suspension.

These rules may be temporarily suspended by the unanimous consent of all the Council members present, or by a vote of two-thirds of all the Council members. The vote on any such suspension shall be taken by “yeses” and “nos” and entered upon the record.

Amendment of These Rules.

These rules may be amended or new rules adopted, by a majority vote of all Council members and shall, at a minimum, be reviewed every two (2) years.

Supplemental Rules.

The current edition of Robert’s Rules of Order is adopted to supplement these rules, if not in conflict with these rules. However, any good faith, non-intentional error in the application of Roberts Rules of Order shall not void any public action taken if, notwithstanding the good faith, non-intentional error, the action taken otherwise complied with the Marshalltown Code of Ordinances and the Iowa Code.

CITY GOVERNMENT STRUCTURE

Mayor.

The Mayor is the chief executive officer of the City and carries out the responsibilities specified in the Code of Ordinances. When present, the Mayor is the presiding officer at meetings of the City Council. The Mayor has veto powers authorized by the Iowa Code. The Mayor appoints all board and commission members as provided for in these rules. The roles of these committees are detailed in the Board and Commission Manual, which is consistent with Iowa Code § 372.14.

Mayor Pro Tem.

The Mayor Pro Tem is vice president of the City Council. When the Mayor is absent or unable to act, the Mayor Pro Tem shall perform the Mayor’s duties. The Mayor Pro Tem retains all of the powers of a Council member while performing the duties of the Mayor.

City Council.

The City Council is the legislative body elected by the citizens of Marshalltown to make laws and policies for the community. The Council approves the budget and determines the tax rate, among other required duties set forth in the Iowa Code and Code of Ordinances. The Council is responsible for major issues, such as community growth, land use development, capital improvement plans, capital financing, and strategic planning. The Council appoints the City Administrator, who is tasked under the Code of Ordinances with the supervision of the City staff and with carrying out most day-to-day functions of the City government when the Council is not in session. The Council supervises and evaluates the City Administrator’s performance.

The role of a City Council member is similar to being a member of the board of directors of a large business. The City Council provides a focal point or the conscience of the community. It is not the job of Council members to become directly involved in the daily operations of the City. The City Administrator and the Department Directors are responsible for overseeing the implementation of services. The Council sets the level of services and the policies by which the City operates.

City Administrator.

The City Council shall select a City Administrator, who serves as the Chief Administrative Officer and shall evaluate his or her performance on a routine basis. The City Administrator shall work with, coordinate and supervise the Department Directors who have the knowledge, ability, and expertise to manage their departments, including day-to-day operations, personnel supervision and assignment, expenditures within the limitations of the City budget, the administration of laws, rules and regulations applicable to their departments, and staffing. Except for the purposes of fact-finding, City Council members shall deal with the administrative agencies of the City through the City Administrator.

MAYOR'S DUTIES**Chairperson.**

The Mayor, when present, shall act as presiding officer of all meetings of the City Council. In the absence of the Mayor, the Mayor Pro Tem shall act as presiding officer. In the absence of both the Mayor and the Mayor Pro Tem, the longest-serving Council member, including all combined terms and years of service on the Council, shall act as presiding officer.

Substitution Procedure for Presiding Officer.

In the case of the Mayor's absence or recusal due to conflict of interest, the Mayor will call on the Mayor Pro Tem, or the longest-serving Council member then present and available, to temporarily preside over the meeting. Said temporary arrangement shall not continue beyond adjournment, or cessation of discussion of the matter requiring recusal.

Council Rules.

These rules, including any amendments to these rules which may be made from time to time, shall be effective when adopted by a majority vote of the entire Council.

Call to Order.

The meetings of the Council shall be formally called to order by the presiding officer.

Right of Floor.

Any Council member desiring to speak shall be first recognized by the Mayor unless requested to be recognized or seconding a motion. Council members shall confine their remarks to the subject under consideration.

Order and Decorum.

The presiding officer shall preserve order and decorum, and shall decide all questions of order, subject to an appeal to the Council. The presiding officer shall ensure that debate and discussion of an agenda item focuses on the item and the policy in question. The presiding officer shall abide by the following rules when controlling discussion:

- a) Debate on policy is healthy and necessary, but ad hominem criticisms of other Council members is not. The Mayor has the right to stop discussion which is

personal in nature, abusive, unduly loud, inappropriate, repetitive, or excessively time-consuming.

- b) One person shall have the floor at a time, and the speaker shall be recognized by the presiding officer before proceeding to speak.

Veto Authority.

While the Mayor does not get to vote on matters before the City Council, the Mayor does have the authority to veto a resolution, ordinance or amendment to an ordinance within 14 days after the Council passes it. The mayor must give the council a written explanation of the reasons for the veto at the time of the veto. The Mayor cannot veto a simple motion. Within 30 days after the veto, the council may re-pass the resolution, ordinance or amendment with a two-thirds vote of the Council.

ROLE OF CITY STAFF AT COUNCIL MEETINGS

City Administrator.

The City Administrator or designee shall attend all meetings of the Council unless excused by the Mayor. The City Administrator shall make recommendations to the Council when appropriate, either in writing prior to the meeting, or orally as necessary during the meeting.

City Attorney.

The City Attorney or designee shall attend all meetings of the Council, unless excused by the Mayor or the City Administrator. The City Attorney shall act as the Council's parliamentarian when present.

City Clerk.

The City Clerk or designee shall attend all meetings of the Council, unless excused by the Mayor or the City Administrator, and shall keep the official minutes and perform such other duties at the meeting as may be requested by the Council.

City Employees.

Department heads or other designated employees of the City shall attend those Council meetings where an item on the agenda may require some departmental explanation, unless excused by the Mayor or the City Administrator.

TYPES OF MEETINGS, NOTICE, PROCEDURES

Notices of, and agendas for, all meetings of the City Council meetings shall be given in compliance with the requirements of Iowa Code Section 21.4. Meeting notices shall be posted by the City Clerk, or designee, at least twenty-four (24) hours prior to the meeting.

The City Council meeting agenda and pertinent packet information shall be posted on the City's website, www.marshalltown-ia.gov. The Mayor and Council members should contact the City Clerk with any routine questions concerning the agenda prior to the meeting. Questions regarding

policy issues on the agenda and clarification of action items should be directed to the City Administrator ahead of the meeting, whenever possible.

All official meetings of the Council shall be open to the public, except those legally designated as closed sessions. Regular Council meetings shall be held in a building or room that is accessible to persons with disabilities, which shall normally be the Council Chambers at the Marshalltown City Hall, located on the second floor of the building at 10 West State Street. For Council meetings held in part or in whole at other locations for any purpose, that meeting space shall be accessible to persons with disabilities to the maximum extent possible. Special arrangements for the hearing impaired, or for interpreters, will be considered upon request to the City Clerk's Office.

Regular Meeting.

The regular Council meetings will be held the second and fourth Mondays of every month. Meetings will commence at 5:30 p.m., unless the Council directs otherwise. When the regular meeting date is a holiday, the meeting will be held at 5:30 p.m. on the following day or at such other time .

Work Sessions.

The Council may meet informally as needed in work sessions which are open to the public. Starting times will be dependent on the number of items scheduled for discussion. The purposes for work sessions include, but are not limited to, budget sessions, joint meetings, reviewing upcoming programs, receiving progress reports on current programs, receiving information from the City Administrator or discussing other matters of concern. No formal action on any item may be taken at a work session, but matters may, by motion, be placed on the agenda for a later City Council meeting.

Items may be placed on the work session agenda by the City Administrator, Mayor or a Council member. The City Attorney or other City staff may place items on the agenda if approved by the City Administrator. Agenda items must be submitted at least five (5) days prior to the scheduled work session. No public comment shall be permitted during a work session unless public comment is specifically called for on the agenda, or unless solicited by the presiding officer.

Special Meetings.

Special meetings of the City Council may be held if called by the Mayor, with the required public notice under Chapter 21. In such cases, the Mayor shall provide written notice to each Council member by email or other appropriate means. The cost of calling a special Council meeting for approval of a permit, license or similar instrument is \$500.00 and shall be the responsibility of the petitioner unless waived by the Mayor or City Administrator.

Budget Process.

Annually, the City Council works with staff to review and adopt a budget for the next fiscal year. The budget process typically requires meetings outside of the regular City Council meetings to cover the different funds and topics necessary. The Finance Director will work with the Mayor and Council to bring forth a budget calendar near the end of each calendar year to ensure open communication about meetings outside the regular meeting times.

Open Session.

Except as provided in the Iowa Code, all actions and discussions at meetings of governmental bodies, whether formal or informal, shall be conducted and executed in open session.

Closed and Exempt Sessions.

Iowa Code Section 20.17 permits public bodies to hold exempt sessions (i.e., not subject to the Open Meetings Law) to discuss collective bargaining with their bargaining representatives. Iowa Code Sections 21.5 and 21.9 permit closed sessions for certain limited, and narrowly defined, reasons. A vote to go into a closed session requires an affirmative vote of either two-thirds (2/3) of the Council members or all of the Council members present at the meeting. No ordinance, resolution, motion or other formal action may be taken in closed session.

In the case of any exempt or closed session, the agenda shall be drafted with the assistance of legal counsel to state the specific statutory basis under which the closed session will be held. The City Attorney or other legal counsel shall provide, in writing, the legal basis for the closed session and provide the same to the Mayor and Council prior to the meeting or, in the alternative, the City Attorney or outside legal counsel shall attend the meeting and state publicly the basis for the closed session. The written or oral opinion shall specify the particular Iowa Code section which allows the exempt or closed session and a short statement of why the subject matter to be discussed in closed session makes the section applicable. The Council shall not enter closed session until this opinion is provided.

PUBLIC ACCESS AND PARTICIPATION

One of the goals of the City Council rules is to create an atmosphere of efficiency, fairness and maximum participation. It is the responsibility of the Mayor, Council members, City staff and members of the public to maintain common courtesy and decorum throughout any meeting. The Mayor, Council members, City staff, and members of the public should speak one at a time in a civil and courteous manner to be heard by all persons in attendance.

All official meetings of the City Council shall be open to the public and the media. All meetings may be recorded by radio, television, and photographic services at any time provided that such arrangements do not interfere with the orderly conduct of the meetings.

Members of the public have the right to attend City Council meetings, subject to the need to maintain order and space limitations. The City Council meeting space will, to the extent possible, be arranged so that all interested persons can observe the meeting and hear all Council discussions and votes. All cell phones or other communication devices should be silenced during City Council meetings. No one should take a voice phone call during a Council meeting without first leaving the Council chambers and closing the chamber doors.

In the event that the State of Iowa and/or the City implement closure requirements or restrict in-person access to a meeting, the City will utilize an electronic meeting service, like GoToMeeting, for the public to participate in a City Council meeting. An electronic meeting service will not be a

method for the public to participate if City Council Chambers are open to the public with no restrictions.

In addition to attending the meeting in person, the public can access a live stream of the City Council meetings by going to <https://www.marshalltown-ia.gov/731/City-Council-Meetings>. The archive of past Council meetings available on YouTube is also available on this webpage.

Rules of Public Participation.

All persons attending are asked to observe the following when speaking:

- a) Only persons recognized by the Mayor will be allowed to speak. During public hearings or at other allowable times, members of the public will not address items on the agenda unless and until recognized by the presiding officer.
- b) A person recognized to speak should approach the podium, state his or her name and address, and make his or her statement as brief as possible. Speaking times are limited to three (3) minutes.
- c) All speakers shall speak clearly and direct their comments to the Mayor and City Council as a whole and not to any Council member specifically.
- d) A person recognized to speak should maintain a courteous and polite demeanor, as well as refrain from using inappropriate, combative, profane, or abusive language, or attacking the character of City officials and employees in a personal manner.
- e) Persons may address the City Council for the reading of protests, petitions or communications relating to any matter over which the Council has jurisdiction. When anyone appears before the City Council stating he or she has a petition, the Mayor will accept the petition and the minutes will reflect that action.
- f) A person should not address the City Council about issues that are known to be within the responsibility of other City staff/officials and have not been previously presented to that responsible party.
- g) Persons should not engage other members of the public while addressing the City Council or engage individual Council members in a discussion, except as permitted by the Mayor.
- h) The Mayor and City Council are not permitted to respond to or engage in debate or discussion concerning subjects raised by members of the public which are not on the posted agenda. Council members may, in their individual discretion, make themselves available to persons attending the meeting before or after the City Council meeting.

AGENDA PREPARATION

Agenda Deadline.

Except in cases of pressing need or emergency, no business may be submitted for placement on the regular Council agenda after 12:00 p.m. of the 5th day (Wednesday) prior to the meeting day. Items may be placed on the agenda by the City Administrator, Mayor, or a Council member. The City Attorney or other City staff may place items on the agenda if approved by the City Administrator. When a holiday falls on a Friday, the City Clerk may revise the agenda cutoff time and shall, with the concurrence of the City Administrator, notify all staff, the Mayor and Council members of the same.

Agenda and Agenda Packet Preparation.

The Mayor, City Administrator, and City Clerk are responsible for the preparation of the agenda and packet. Council members should promptly review their packets and contact the City Administrator if there are any questions regarding the information. The Mayor and City Administrator, after considering any requests for agenda items, shall approve the tentative agenda. Any request for an agenda item from the general public shall not be placed on the agenda unless and until timely requested by the Mayor or City Administrator. Staff may also place on the agenda items brought forward by the public if approved by the City Administrator.

Council members should, whenever possible, avoid using Council meeting time as a fact-finding exercise. Council members are instead encouraged to consult with the City Administrator ahead of the meeting to clarify any packet materials that are unclear. Meeting time should be used, as much as possible, for bona fide debate of public matters, rather than fact gathering which could have been accomplished with due diligence before the meeting.

Agendas for public meetings shall be posted at City Hall – 24 North Center Street ADA entrance. Individuals signing up for notifications on www.marshalltown-ia.gov will be notified as soon as an agenda is posted. Elected officials, city staff and the public will need to access the agenda on the City's website, as paper copies are no longer distributed.

Withdrawn Items.

Agenda items may be withdrawn by either the Mayor or the City Administrator prior to agenda distribution. Further, under circumstances where unforeseen problems are discovered with an agenda item after distribution of the agenda, the agenda may be modified as necessary by the Mayor.

Consideration of Emergency Matters.

If, under Iowa Code 21.4(2), and after conferring with the City Attorney, the City Council determines by majority vote that an emergency exists, agenda items may be added without twenty-four (24) hours' notice to the public. In such cases, the reasons for said emergency shall be noted in the minutes and, particularly, the reasons why the Council determined the items could not reasonably be deferred to a later meeting. Such action should rarely occur, and only when the Council believes irreparable harm may or will likely occur if action is not taken immediately.

ORDER OF BUSINESS

The order of business shall be as contained in the agenda. The order of business may also be changed by a majority vote of Council members present, for reasons of efficiency. Reasons of efficiency include, but may not be limited to, the convenience of persons attending the meeting, the lateness of the hour, and similar concerns.

Meetings shall normally be conducted in the following order:

- a) CALL MEETING TO ORDER
- b) PLEDGE OF ALLEGIANCE
- c) ROLL CALL
- d) COMMENTS BY THE MAYOR, COUNCIL MEMBERS, CITY ADMINISTRATOR AND PRESENTATIONS. Informational, explanatory, or educational comments by the Mayor, Council members and City Administrator that do not require any action. These comments may also include announcements of events, welcoming special guests or recognition of an achievement.
- e) CONSENT AGENDA. The consent agenda shall consist of non-controversial, routine items such as, but not limited to, refunds, routine appointments requiring Council approval, department reports, applications, simple service contracts already vetted by City staff, and not requiring Council attention, and communications not requiring action. The items comprising the consent agenda will not be considered individually, but will be adopted on one motion. Council members or the Mayor may remove any item on the consent agenda for individual discussion, or to abstain from a vote because of a potential conflict of interest, or to register a vote against the item, by notifying, before the meeting, the City Administrator or Mayor of the removal and the reason for it. No second shall be required to remove an item and no vote on such a request shall be required.
- f) REPORTS. The Council may request reports from cooperating agencies or private groups who are working with the Council on official projects or other community initiatives.
- g) MOTIONS. Motions are proposals to move a matter forward or to take some action in circumstances where no written resolution has been prepared. Council members should make a motion when there is new or non-routine business requiring Council discussion prior to a vote, including, but not limited to, new liquor licenses and cigarette permits. Example: "I move the liquor license for XYZ Restaurant be approved." Any motions concerning any procedural matter, such as the order of business or the general conduct of the meeting, may be made prior to the consideration of other business.

- h) **RESOLUTIONS.** Resolutions are written directives of the City Council directing certain actions, such as the approval of contracts. Resolutions typically direct the Mayor to sign the resolution and frequently direct the City Clerk to take whatever actions are necessary to carry out the resolution, such as to “place the contract on file in the usual manner.” Resolutions are necessary for more formal actions where a definite record of Council action is important. Resolutions presented and seconded shall first be discussed by the City Council and Mayor. After discussion by the Council and Mayor, a resolution may be addressed by members of the general public upon the same conditions provided under public comments.

A resolution pertaining directly to other items of business should be placed first in order of resolutions being considered. Resolutions requiring a public hearing shall be considered immediately following the public hearing. Resolutions requiring a public hearing will be considered last in order of resolutions. When a blank is to be filled, and different sums or times are proposed, the question shall be taken first on the largest sum, or the longest time.

- i) **ORDINANCES.** Ordinances are the laws of the City. Ordinances must be read, considered and passed three separate times at three separate meetings of the City Council in order to become law. However, if the agenda provides the required public notice, a motion may be made to allow all three readings to occur at one meeting. If the motion is approved by three-fourths (3/4) of all Council members (i.e., not just those Council members present), then the requirement of making the readings at three separate meetings may be waived, and all three readings may occur at the present meeting. Such a motion to waive the three meetings requirement may occasionally be appropriate when an ordinance is not controversial and where time is of the essence. After discussion by the Council, members of the general public may address an ordinance, upon the same conditions as provided under public comments.

An ordinance that requires a public hearing prior to adoption will be placed last in the order of ordinances being considered. In the case of any ordinance to amend or repeal an ordinance or section of an ordinance, the proposed amendment shall contain the entire text of the ordinance or section to be amended or repealed. Ordinances amending or repealing existing ordinances shall be drafted to repeal the former ordinance or section in its entirety, and set forth the entire text of the proposed ordinance or section, as amended.

- j) **DISCUSSION.** Items placed on the agenda solely for discussion purposes will not be acted upon. Such discussion items determined to require action may be placed on a subsequent agenda by motion or, if no motion is made, by the placement of the item on a subsequent meeting agenda through the usual process described in the “Agenda Preparation” section of these rules.
- k) **PUBLIC COMMENT.** Members of the general public may, during the allotted timeframe on the meeting agenda, make comments on any item that was not on the agenda. The proposed speaker shall, after being recognized by the presiding officer, 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 presiding officer. The speaker shall direct comments to the presiding officer and the Council as a whole. The presiding officer and Council members shall not engage in discussion or debate on items raised by members of the public. No action may be taken on items raised in public comments.

- l) **ADJOURNMENT.** When the City Council has finished its business, the Mayor may declare the meeting adjourned.

PUBLIC HEARINGS

Informal Public Hearings.

An informal public hearing is called in order to give the public an opportunity to comment on a matter of public interest before the Council. Informal hearings are not required by State law or City ordinance. The board, committee or commission concerned may set rules for notifying the public of an informal hearing, establish a time frame and conduct the hearing in any fair manner it chooses.

Formal Public Hearings.

A formal public hearing is required by State laws or City ordinances and is designed to solicit comment from the general public.

Hearing Procedures.

Hearings shall be fair and impartial. If a Council member has a personal interest in the outcome of a hearing, such that there is a legally recognized conflict of interest, he or she should disqualify himself or herself from participation.

Persons and groups who may be affected by the matter being discussed in the hearing shall be provided at least the minimum statutory notice of the time and place of the hearing. Such persons and groups attending the hearing shall be given a reasonable opportunity to be heard. Persons or groups requesting to address the Council may be represented by legal counsel and may present oral and documentary evidence.

The presiding officer should open the hearing and explain the hearing procedures. The presiding officer should inquire whether any comment on the public matter at issue has been received in the Clerk's office, and the Clerk should then relate any such comments for the record.

Following the report of the Clerk, the public should be invited to address the Council. If there are numerous persons representing the same views and opinions, the presiding officer may ask that a spokesperson be selected to speak on behalf of the group. If this arrangement cannot be made, the presiding officer may restrict each speaker to a limited time (generally three minutes) so that all may be heard. Irrelevant comments or speakers who run over the time allotted may be ruled out of order by the presiding officer.

Following comments from the public, staff persons who have information to present should be invited to present their respective reports.

When all interested persons (except as reasonably limited by the presiding officer, as stated above) have had the opportunity to speak, the hearing is closed, ending audience participation. Council members may then discuss and take action on the proposal following the hearing if notice of such action is stated on the meeting agenda.

OTHER MEETING PROCEDURES

Individual Electronic Participation.

An absent Council member may participate electronically in any City Council meeting by speaker phone or other device, provided the comments of the Council member are plainly audible to the public. This could include an electronic meeting service if requested by a Council member. With advance notice, staff members and select consultants may be available via phone or an electronic meeting service.

Quorum.

A quorum is necessary for the conduct of business. A majority of the Council members shall constitute a quorum. If a quorum is not present, those in attendance may elect to discuss items, but may not take official action, except to adjourn to a later date.

Recording of Votes.

Affirmative and negative votes shall be recorded on all motions, resolutions, and ordinances and entered into the official minutes of the City Council. The name of the Council member making the motion shall be recorded in the minutes, along with the “Ayes” and “Nays.” The outcome of a vote on a motion shall be announced by the Mayor and recorded by the Clerk.

Action by Verbal Motion.

Verbal motions of the Council shall be stated clearly. In the case of an ambiguous or confusing motion capable of several interpretations, the presiding officer shall, as soon as practicable following the initial statement of the motion, clarify the intent of the motion to ensure all Council members understand its meaning and intent. In such cases, Council members should be asked to amend their motions by friendly amendment.

Majority Vote Required.

Unless otherwise provided by State Code, an affirmative vote of at least four (4) Council members shall be necessary to pass an ordinance or resolution. When any vote is called, each Council member shall respond: “yes,” “no” or “abstain.” An “abstain” vote of a Council member is a “no” vote, unless the Council member states he or she has a conflict of interest and states the nature of the conflict. In the case of a conflict of interest, the number of votes to approve any action is recalculated to exclude the abstaining Council member. For example, if two Council members abstain due to a conflict of interest, an item could pass on a three to two vote (provided the vote does not require a majority of the entire Council).

Ordinance and Resolution Passage Procedure.

When passed by the City Council, an ordinance or resolution shall be signed by the legally required person (normally the Mayor) and shall be attested to by the City Clerk. It shall be immediately filed and thereafter preserved in the office of the City Clerk.

Making a Motion.

When a Council member wishes to propose an idea for discussion and possible action, the Council member must make a motion. In order to make a motion, these steps must be taken:

1. The Council member asks to be recognized by the presiding officer.
2. After being recognized, the Council member makes the motion ("I move...").
3. Another Council member seconds the motion.
4. The presiding officer states the motion and asks for discussion.
5. When there has been sufficient discussion, the presiding officer will close the debate ("Are you ready for the question?" or "Is there any further discussion?").

If no one requests to make additional comments, the presiding officer puts the question to vote. After the vote, the presiding officer announces the outcome of the motion ("The motion is carried" or "Motion fails").

Until the presiding officer states the motion (step 4), the Council member making the motion may rephrase (amend) or withdraw it. After an amendment, the motion as amended must still be seconded and then voted upon. It is particularly important when a motion is amended that the presiding officer restate the motion, as amended.

In making a motion, Council members must avoid combining multiple proposals in the same motion. If a Council member prefers to see proposals divided and voted upon separately, the Council member should ask the presiding officer to divide the motion into separate motions for consideration. The presiding officer may then proceed to treat each distinct proposal as a distinct motion, each requiring its own second, and to be acted upon separately. The presiding officer should solicit motions when the situation demands by either inviting a motion or suggesting a motion to the Council members.

Debate Procedures and Rules.

No motion or resolution shall be debated unless seconded. When a matter is seconded, the Mayor shall restate the motion or resolution and open the floor for debate.

- a) **Three-minute Rule.** Council members speaking on a matter shall confine their remarks strictly to the matter under consideration, and shall limit their remarks to three minutes in duration.
- b) **Vote Required when Present.** Every Council member present when a question is stated from the presiding officer shall vote thereon, unless the Council member has declared a conflict of interest in the outcome of the question under consideration.

- c) **Motion or Resolution Withdrawn.** After a motion or resolution is seconded and stated by the Mayor, it may be withdrawn at any time before decision, but if any amendment has been proposed and adopted, it shall not be withdrawn without the consent of the mover of such amendment.
- d) **Several Distinct Propositions.** If the question in debate contains several distinct propositions, any Council member may have the same divided, and the item(s) considered separately.

TYPES OF MOTIONS

Please see the Table of Motions on page 23 for more information as to whether the motion is debatable, amendable, and the vote required. Specific State laws require the passage of motions, resolutions and ordinances greater than that of a simple majority. During debate and discussion of a motion, the maker of the motion on the floor may, at any time, interrupt a speaker to withdraw his or her motion from the floor. The motion is immediately deemed withdrawn, although the Mayor may ask the person who seconded the motion if he or she wishes to make the motion, and any other Council member may make the motion, if properly recognized.

Main Motion.

The main motion is to put forward a decision for consideration. Example: “I move that we create a five-member committee to plan the annual fundraiser.” This is the most common motion used in a Council meeting to conduct business and bring forth items on the agenda for consideration.

Subsidiary Motions.

The following are considered subsidiary motions, which can be utilized by the City Council in handling the main motion.

- a) **To amend.** Changes a basic motion under consideration. Example: “I move we amend the motion to have a ten-member committee.” A motion to amend requires a second and must be decided before the Council returns to consideration of the original motion.
- b) **To amend an amendment.** Seeks to modify an amendment. Example: “I move we amend the amended motion to have an eight-member committee.” A motion to amend an amendment requires a second and cannot be amended further.
- c) **To postpone to a date certain or indefinitely.** Proposes delay in further discussion of the matter under consideration until a specific, stated time at which the item will be debated further or indefinitely. Example: “I move we postpone further discussion of this item until our first regular meeting in October.” This motion is not debatable except the date certain.
- d) **To lay on the table.** Postpones discussion of an item indefinitely, unless taken off the table. Example: “I move we table this item.” Tabling an item leaves it on the table and no specific time is stated for further discussion. It stays “on the table,”

until a later agenda item provides notice it will be brought from the table for further discussion. This motion is not debatable.

- e) To take from the table. Considers bringing forth a tabled motion for further discussion or action. Example: “I move to remove item X from the table.” This cannot be debated or amended. Once a majority vote in favor, the original tabled item can be acted upon.
- f) To End Debate or the “Previous Question.” The most common form of this motion is to say: “I move the previous question,” or “I move the question,” or “I call for the question.” When a Council member makes such a motion, the Council member is really saying, “I’ve had enough debate. Let’s get on with the vote.” The motion requires a second. If the motion carries by two-thirds (2/3) majority of those Council members present, all further debate is concluded, and the question put in this order: first upon the amendments pending, and then upon the main proposition before the Council.
- g) To limit debate. An alternative to the previous question is a motion to limit debate, which includes, by its stated terms, a time limit. For example: “I move we limit debate on this agenda item to fifteen minutes.” The motion to limit debate requires a two-thirds (2/3) vote of the Council.
- h) To Refer to Committee. This motion directs that the item under consideration be sent to a committee for further analysis and recommendations. More information about committees can be found on page 20.

Motion to Reconsider.

After a vote is taken, the matter is deemed concluded and is subject to reconsideration only upon a timely motion. A motion to reconsider shall only be made by a Council Member who voted with the majority on the original motion. A motion to reconsider requires a two-thirds (2/3) vote of the City Council to pass, with the following limitations:

-A motion to reconsider may be made at the meeting where the item was first voted on at any time before adjournment.

-A motion to reconsider may be made at a subsequent meeting within ten (10) days of the original measure’s failure.

If the motion to reconsider passes, then the original matter is back before the City Council, and a new original motion is in order. The matter may be discussed and debated as if it were on the floor for the first time. Once a matter has been duly reconsidered, no further motion to reconsider the issue can or shall be made without the unanimous consent of the City Council.

No question shall be reconsidered more than once, nor shall a vote to reconsider be reconsidered. This rule does not prevent substantively different iterations of the measure from being brought

forth at later meetings of the Council. Further, once a new City Council is seated following the next regular election, any matter may be revived.

Motions Limiting Debate and Discussion.

Debate and discussion should be focused, but free and open. At the same time, the Mayor may limit the time allotted to speakers, including Council members, in the interest of efficiently and effectively using time. Generally, a Council member will not be interrupted by other Council members, but may be under the following circumstances:

- a) To Object to Consideration. This motion is not debatable and, if passed, precludes the Council from even considering an item on the agenda. It also requires a two-thirds (2/3) vote. Normally, such a motion is unnecessary, because the objectionable item is usually tabled or defeated. However, when Council members do not wish there to be any consideration of an item, such a motion is in order.
- b) To Request a Point of Privilege. The proper interruption would be: "Point of Privilege." The Mayor would then ask the interrupter to "state your point." Appropriate points of privilege relate to anything that would interfere with the comfort of the meeting participants. For example, the room may be too hot or too cold, or a blowing fan might interfere with a person's ability to hear.
- c) To Raise a Point of Order. The proper statement by a Council member would be: "Point of Order." The Mayor would ask the interrupter to "state your point." Appropriate points of order relate to anything that would not be considered appropriate conduct of the meeting; for example, if the Mayor moved to a vote on a motion that permits debate without allowing discussion or debate.
- d) To Appeal. If the Mayor makes a ruling with which a Council member disagrees, that Council member may appeal the ruling of the Mayor to the Parliamentarian. This motion is not debatable.
- e) To Call for Orders of the Day. This is another way of saying, "Let's return to the agenda." If a Council member believes the Council has drifted from the agenda, such a motion may be made. It does not require a second or a vote. When the Mayor discovers that the agenda has not been followed, the Mayor simply reminds the Council to return to the agenda item properly before them.
- f) To Recess. This motion, if passed, requires the Council to immediately take a recess. Normally, the presiding officer determines the length of the recess, which may range from a few minutes to an hour. It requires a simple majority vote.
- g) To Fix the Time to Adjourn. This motion, if passed, requires the Council to adjourn the meeting at the specific time set in the motion. For example, the motion might be: "I move we adjourn this meeting at midnight." It requires a simple majority vote.

- h) To Adjourn. This motion, if passed, requires the Council to immediately adjourn to its next regularly scheduled meeting. This motion requires a simple majority vote. This would occur outside of the adjournment in the Order of Business, which is called for by the Mayor.

REQUIRED PUBLICATIONS

Minutes of all proceedings of the City Council shall be kept by the City Clerk or designee, and shall be entered in the official record of the Council. Minutes of the proceedings shall be open to public inspection, except those of closed sessions. Minutes shall be published in the Times Republican within fifteen (15) days of the Council meeting, as required by the Iowa Code. Additions and corrections to the minutes may be made only in public meetings, with the approval of the Council, and not by the private request of individual Council members.

City Council policy does not require that minutes be recorded verbatim. Minutes record the essence of decisions made and of actions taken. Minutes shall show the date, time, and place of the meeting, Council members present, action taken, the results of each vote taken, and information sufficient to indicate the vote of each Council member present.

Minutes of meetings and closed session recordings are retained as required by State law. Minutes of all meetings must be prepared by the City Clerk or the City Clerk's designee. A copy of all such minutes must be filed with the City Clerk's office. Personal notes or recordings made by the City Clerk for personal reference and convenience in preparing minutes shall not be considered part of the record and need not be preserved.

In addition to the publication of the minutes, all ordinances, public hearing or other notices will be published in the Times Republican.

CREATION OF COMMITTEES, BOARDS, AND COMMISSIONS

As permitted by the Iowa Code and the Marshalltown Code of Ordinances, the Mayor and/or the City Council may create committees, boards, and commissions to assist with such public duties as the Council may specify. When a board, committee, or commission is established by the City Council, the specific duties of the group are set forth in the ordinance or resolution which created it. If a commission, board, or committee determines its activities should be expanded beyond its existing authority, the commission, board or committee should formally request specific authorization from the City Council to consider the additional matters and to formulate recommendations accordingly.

Any special or ad-hoc committee will be formally approved by the City Council. Special committees shall report their findings and recommendations in writing. Committees will make reports to the City Council as requested by the Council. All committee recommendations, decisions, or proposed actions shall be subject to the final approval and adoption of the City Council. Upon submission of a final report to the City Council, the special or ad-hoc committee shall dissolve, unless tasked with additional work by the Council.

Special committees of the City Council shall be empowered to require the attendance of witnesses, and for that purpose, the chairperson of such committee is authorized to issue subpoenas. Subpoenas shall be provided to the Chief of Police, who shall immediately cause service of the same on the summoned individuals, in the usual manner required by law.

The abolishment or modification of a board or commission shall be done in accordance with applicable State law or City Code.

Steering committees are sometimes used by City staff members to provide broader viewpoints on specific projects or plans. A steering committee is not considered a special committee of the City Council unless the Council takes such actions to form it as a special committee. Steering committee members will be determined in consultation with the Mayor and City staff. Membership of a steering committee ceases to exist when a plan or project is brought to fruition.

MEETING CONDUCT

Disorderly Conduct.

No person shall disrupt the orderly conduct of a Council meeting. Prohibited disruptive behavior includes, but is not limited to, shouting, making disruptive noises, such as boos or hisses, creating or participating in a physical disturbance, speaking out of turn or in violation of applicable rules, preventing or attempting to prevent others who have the floor from speaking, preventing others from observing the meeting, entering into or remaining in an area of the meeting room that is not open to the public, or approaching the Council table without consent. Any message to or contact with any Council member while the Council is in session must be made through the City Clerk. Other rules include the following:

- a) Council members shall not address the meeting until recognized by the presiding officer.
- b) When two or more Council members request to be recognized at once, the presiding officer shall recognize and name the Council member who is to speak first.
- c) No Council member shall be recognized to speak twice on the same matter until every Council member desiring to comment on the matter has spoken.
- d) The Mayor, Council members, City Administrator, and City staff shall at all times conduct themselves civilly. No person shall be permitted to shout, curse or use personally offensive language directed at other individuals.
- e) Any person called to order by the presiding officer shall immediately desist in the objectionable behavior.

- f) While any person is addressing the meeting, who has been duly recognized by the presiding officer, no person shall hold any disruptive or distracting private conversation.
- g) Any of the following shall be sufficient cause for law enforcement personnel, by order of the presiding officer, to remove any person from the Council chambers or meeting hall for the duration of the meeting:
 - 1. Unreasonably loud or disruptive language, noise or conduct which obstructs the work of conducting of the business of the Council.
 - 2. Willful injury of furnishings or the interior of the Council chambers or meeting hall.
 - 3. Refusal to obey the rules of conduct, including the limitations on occupancy and seating capacity.
 - 4. Refusal to obey an order of the presiding officer or an order approved by a majority of the Council present.

Except where a disruptive person presents a physical danger to others (in which case law enforcement personnel will immediately apprehend and remove the person), the presiding officer shall give a warning to a disruptive person before ordering the person's removal. If a meeting is disrupted by more than one member of the audience and where it appears a general breakdown of order has occurred or will occur, the presiding officer or a majority of the Council present may order that the Council chambers or other meeting hall be cleared.

Enforcement of Decorum.

The presiding officer is the Sergeant-at-Arms of the Council meetings. That person maintains order and decorum at the Council meetings. Physical removal, when necessary, will be undertaken by law enforcement personnel.

TABLE OF MOTIONS

Motion	Reference	Debatable	Amendable	Required Vote
To suspend the rules	Page 4	Yes	No	2/3 Council or unanimous of all present
To go into closed or exempt session	Page 9	Yes	No	2/3 Council or unanimous of all present
To change the order of business	Page 11	Yes	Yes	Majority of Council Members present
To approve a resolution	Page 12	Yes	Yes	Majority of all Council Members
To approve an ordinance reading	Page 13	Yes	Yes	Majority of all Council Members
To waive readings of an ordinance	Page 13	Yes	Yes	¾ of all Council Members
To amend	Page 17	Yes	Yes	Majority of all Council Members
To amend an amendment	Page 17	Yes	No	Majority of all Council Members
To postpone to a date certain	Page 17	Yes	Yes	Majority of all Council Members
To lay on the table	Page 17	No	No	Majority of all Council Members
To take from the table	Page 17	No	No	Majority of all Council Members
To end debate (previous question)	Page 18	No	No	2/3 of all Council Members
To limit debate	Page 18	No	Yes	2/3 of all Council Members
To refer to a committee	Page 18	No	Yes	Majority of all Council Members
To reconsider	Page 18	No	No	2/3 of all Council Members
To object to consideration	Page 19	No	Yes	2/3 of all Council Members
To request a point of privilege	Page 19	No	No	Mayor
To raise a point of order	Page 19	No	No	Mayor
To appeal	Page 19	No	No	Parliamentarian
To call for orders of the day	Page 19	No	No	Mayor
To recess	Page 19	No	Yes	Majority of all Council Members
To fix a time for adjournment	Page 19	No	Yes	Majority of all Council Members
To adjourn (prior to adjournment on agenda)	Page 19	No	Yes	Majority of all Council Members

MARSHALLTOWN

I O W A

Joel Greer, Mayor
Jessica Kinser, Administrator
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5701
Fax - (641) 754-5717

TO: Mayor Greer and City Council
FROM: Michael W. Tupper, Chief of Police
DATE: 9 June 2022
RE: Automated Traffic Enforcement

Policy Issue: City council approval is required for new ordinances and sets policy regarding the enforcement of city ordinances.

☐ Goal 1: Expand and improve development	☒ Goal 3: Continually improve the City's organization & services
☐ Goal 2: Enhance Marshalltown's public image	☒ Goal 4: Partner with others to improve quality of life

Specific Objective/Action: Research automated traffic enforcement programs.

Recommendation: Direct police department staff to research automated traffic enforcement ordinances, policies and equipment vendors. If so directed, staff would return to the city council on July 25 and present findings.

Budget Impact: To be determined.

Description/Background: Automated traffic enforcement uses cameras to capture images of drivers committing traffic violations – most commonly, speeding and red light running. Citations are mailed to the vehicle owner. Due to limited resources, many local governments have turned to automated enforcement to enforce city ordinance traffic violations without diverting law enforcement resources from other areas. Speeding is a significant problem that negatively impacts the safety of everyone on the road.

The number one complaint I receive from the community, without exception, involves traffic safety concerns and specifically speeding concerns. Speeding motorists is a national problem. Our dilemma, these concerns are occurring all over the community and we do not have enough police officers to address every traffic concern while still responding to a heavy call for service work load each day. An automated traffic enforcement program is one of many safety countermeasures that can be used to enhance roadway safety. The use of this technology can be a force multiplier for the police department and could potentially serve as a valuable tool to address important safety and quality of life concerns.

The department wants to study how an automated traffic enforcement program might be utilized in Marshalltown to address speeding and enhance the safety services our city provides.

CITY COUNCIL

Al Hoop, Gabriel Isom, Barry Kell, Mike Ladehoff,
Jeff Schneider, Gary Thompson, Dex Walker

