

CITY OF MARSHALLTOWN
COUNCIL AGENDA
CITY HALL COUNCIL CHAMBERS
10 W STATE STREET
JUNE 27, 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**

1. **Years Of Service - June**

- Troy McGahuey, Sewer - 25 years
- Monica Rohde-Fulton, Library - 20 years
- Bruce Gjetley, WPCP - 15 years
- Julie Gettler, Library - 5 years
- Catherine Noble, Library - 5 years
- Janelle Reeder, Engineering - 5 years

E. **CONSENT AGENDA**

1. **APPROVE MINUTES 06/13/22 MEETING AND BILL LIST**
\$1,510,511.29

Documents:

[2022-06-13 SIGNED Council Minutes.pdf](#)
[2022-06-27_BILL LIST_Summary.pdf](#)
[2022-06-27_BILL LIST_Detail.pdf](#)

2. APPROVE MAY 2022 FINANCIAL STATEMENTS

Documents:

[May 2022 Financials Memo.pdf](#)
[May 2022 Financial Statements.pdf](#)

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

- FOOD & GAS MART, 613 N 3RD AVE
- GREEN LEAF TOBACCO AND VAPE, 50 LAFRENTZ LANE, STE J

4. ACCEPT TERM DATE 06/30/22 FOR ALLAN THORESON ON THE LIBRARY BOARD

5. APPOINT ASHTYN BEEK TO THE LIBRARY BOARD, TERM 7/1/22-6/30/23

6. REAPPOINT JUDY LINDHOLM AS THE COUNTY REPRESENTATIVE TO THE LIBRARY BOARD, TERM 7/1/22-6/30/28

Board of Supervisors approved 6/21/22.

7. RESOLUTION 2022-166 APPROVING A CONTRACT FOR ROADWAY MAINTENANCE SERVICES AT THE IOWA HIGHWAY 14 FROM IOWA AVENUE TO WOODLAND STREET BETWEEN THE CITY OF MARSHALLTOWN, IOWA, AND THE IOWA DEPARTMENT OF TRANSPORTATION CREATED PURSUANT TO CHAPTER 28E.12 OF THE IOWA CODE

Documents:

[2022-06-27_2022-166_Resolution Approving DOT Annual Maintenance Agreement.pdf](#)
[2022-06-27_2022-166_Memo - DOT Maintenance Agreement_Hwy 14.pdf](#)
[2022-06-27_2022-166_2023 Marshalltown Supplemental Maintenance Agreement.pdf](#)

8. RESOLUTION 2022-167 APPROVING A CONTRACT FOR ROADWAY MAINTENANCE SERVICES AT THE IOWA VETERANS HOME BETWEEN THE CITY OF MARSHALLTOWN, IOWA, AND THE IOWA DEPARTMENT OF TRANSPORTATION

CREATED PURSUANT TO CHAPTER 28E.12 OF THE IOWA
CODE

Documents:

[2022-06-27_2022-167_Resolution Approving Annual IVH
Maintenance Agreement.pdf](#)
[2022-06-27_2022-167_Memo - DOT Maintenance
Agreement_IVH.pdf](#)
[2022-06-27_2022-167_IVH-Marshalltown.pdf](#)

9. RESOLUTION 2022-168 APPROVING AN AFFIRMATIVE FAIR
HOUSING POLICY FOR THE CITY OF MARSHALLTOWN

Documents:

[2022-06-27_2022-168_RES_Affirmative Fair Housing
Policy_062722.pdf](#)
[2022-06-27_2022-168_MEMO_Affirmative Fair Housing
Policy_062722.pdf](#)
[2022-06-27_2022-168_Affirmative Fair Housing
Policy_062722.pdf](#)

10. RESOLUTION 2022-169 APPROVING AN EQUAL OPPORTUNITY
POLICY STATEMENT FOR THE CITY OF MARSHALLTOWN

Documents:

[2022-06-27_2022-169_RES_Equal Opportunity Policy
Statement_062722.pdf](#)
[2022-06-27_2022-169_MEMO_Equal Opportunity Policy
Statement_062722.pdf](#)
[2022-06-27_2022-169_Equal Opportunity Policy
Statement_062722.pdf](#)

11. RESOLUTION 2022-170 ACCEPTING AND AWARDING THE BID
FOR PROVIDING SALT FOR ICE AND SNOW CONTROL FOR
THE 2022-2023 FISCAL YEAR IN THE CITY OF MARSHALLTOWN.
IOWA IN THE AMOUNT OF \$73.98 PER TON

Documents:

[2022-06-27_2022-170_Resolution Awarding Salt bid FY 22-
23.pdf](#)
[2022-06-27_2022-170_SALT BIDS 2022.pdf](#)
[2022-06-27_2022-170_2022 Salt Bid Tabulation.pdf](#)

12. RESOLUTION 2022-171 APPROVING CITY FEE SCHEDULE

Documents:

[2022-06-27_2022-171_Resolution Approving City Fee
Schedule.pdf](#)
[2022-06-27_2022-171_Memo Park and Rec Fee Increases
for Memorial Benches and Trees.pdf](#)

[2022-06-27_2022-171_Memo Housing Fee Increases for Demolitions.pdf](#)
[2022-06-27_2022-171_Memo Public Works Revisions.pdf](#)
[MASTER Fee Schedule 07-01-22.pdf](#)

13. RESOLUTION 2022-172 APPROVING AN AGREEMENT FOR SERVICES WITH THE ANIMAL RESCUE LEAGUE OF MARSHALLTOWN

Documents:

[2022-06-27_2022-172_Resolution Approving ARL Contract.pdf](#)
[2022-06-27_2022-172_ARL Contract.pdf](#)

14. RESOLUTION 2022-173 APPROVING CONTRACT CHANGE ORDER #2 FOR THE 12TH AVENUE SIDEWALK PROJECT #TRL19002, A DECREASE OF \$38,083.46

Documents:

[2022-06-27_2022-173_Resolution Approving CO2 12th Ave Sidewalk Proj.pdf](#)
[2022-06-27_2022-173_TRL19-002 Memo for Final Change Order.pdf](#)
[2022-06-27_2022-173_Change Order 2 TRL19002.pdf](#)

15. RESOLUTION 2022-174 APPROVING ENGINEER'S STATEMENT OF COMPLETION AND ACCEPTING CONCRETE PROFESSIONALS, 12TH AVENUE SIDEWALK PROJECT, BEING PROJECT NO. TRL19002

Documents:

[2022-06-27_2022-174_Resolution Approving Statement of Completion TRL19002.pdf](#)
[2022-06-27_2022-174_TRL19-002 Memo for SOSC and NAW.pdf](#)
[2022-06-27_2022-174_Certificate of Substantial Completion TRL19002.pdf](#)

16. RESOLUTION 2022-175 APPROVING AN OFFER BUY AND REAL ESTATE ACCEPTANCE WITH MOYER FAMILY REAL ESTATE FOR THE SALE OF PROPERTY

Documents:

[2022-06-27_2022-175_Resolution Sale of Lot to Karl of Marshalltown.pdf](#)
[2022-06-27_2022-175_Offer to Buy City to Moyer Family Real Estate LLC.pdf](#)

17. RESOLUTION 2022-176 APPROVING AN ELECTRIC LINE EASEMENT WITH INTERSTATE POWER AND LIGHT COMPANY

AT 17 EAST STATE STREET

Documents:

[2022-06-27_2022-176_Resolution for Alliant Easement 17 E State.pdf](#)
[2022-06-27_2022-176_Memo - Alliant Easement 17 E State St.pdf](#)
[2022-06-27_2022-176_Easement_17 E State St.pdf](#)

18. RESOLUTION 2022-177 APPROVING AN ELECTRIC LINE EASEMENT WITH INTERSTATE POWER AND LIGHT COMPANY AT 213 EAST MAIN STREET

Documents:

[2022-06-27_2022-177_Resolution for Alliant Easement 213 E Main St.pdf](#)
[2022-06-27_2022-177_Memo - Alliant Easement 213 E Main St.pdf](#)
[2022-06-27_2022-177_Easement_213 E Main St.pdf](#)

19. RESOLUTION 2022-178 APPROVING AN ELECTRIC LINE EASEMENT WITH INTERSTATE POWER AND LIGHT COMPANY AT 328 SOUTH 3RD AVENUE

Documents:

[2022-06-27_2022-178_Resolution for Alliant Easement 328 S 3rd Ave.pdf](#)
[2022-06-27_2022-178_Memo - Alliant Easement 328 S 3rd Ave.pdf](#)
[2022-06-27_2022-178_Easement_328 S 3rd Ave.pdf](#)

20. RESOLUTION 2022-179 APPROVING A TEMPORARY CONSTRUCTION EASEMENT AGREEMENT WITH IOWA RIVER HOSPICE

Documents:

[2022-06-27_2022-179_Resolution Temporary Easement Hospice.pdf](#)
[2022-06-27_2022-179_Easement with Iowa River Hospice.pdf](#)

21. RESOLUTION 2022-180 AMENDING A DEVELOPMENT AGREEMENT WITH JOSEPH AND JANELLE CARTER FOR THE \$300,000 DOWNTOWN HOUSING GRANT

Documents:

[2022-06-27_2022-180_Resolution Amending Downtown Housing Grant Agreement-Hopkins.pdf](#)
[2022-06-27_2022-180_DA Downtown Housing Grant Amendment Carters.pdf](#)

[2022-06-27_2022-180_Final Application.pdf](#)
[2022-06-27_2022-180_Exhibit B.pdf](#)

22. RESOLUTION 2022-181 APPROVING AN AMENDMENT TO THE GENERAL ADMINISTRATION AND TECHNICAL SERVICES CONTRACTS WITH REGION 6 RESOURCE PARTNERS RELATED TO CDBG GRANT 19-OT-005

Documents:

[2022-06-27_2022-181_RES_Region 6 Contract Adendum-Section 3 Technical and General Admin.pdf](#)
[2022-06-27_2022-181_MEMO Approving Region 6 Contract Amendment.pdf](#)
[2022-06-27_2022-181_Region 6 Contract Adendum-Section 3 Technical and General Admin.pdf](#)

F. **REPORTS**

1. MPACT Quarterly Update Report

G. **RESOLUTIONS**

1. RESOLUTION 2022-182 ALLOWING OPEN CONTAINERS ON PUBLIC WAYS FOR A COMMUNITY WIDE EVENT

Documents:

[2022-06-27_2022-182_Resolution Approving Alcohol Public Way.pdf](#)
[2022-06-27_2022-182_Special Events Application.pdf](#)

1. MOTION TO APPROVE CHANGE OF PREMISE FOR FRIENDS OF THE ORPHEUM LIQUOR LICENSE

Transfer license to City parking lot at Church St and 1st Avenue
for Live After 5 concert series on 7/1, 7/8, 7/15, 7/22, 7/30.

2. RESOLUTION 2022-183 APPROVING THE PRELIMINARY AND FINAL PLAT FOR THE SIEVERS SUBDIVISION

Documents:

[2022-06-27_2022-183_RES Sievers Subdivision.pdf](#)
[2022-06-27_2022-183_MEMO Sievers Subdivision.pdf](#)
[2022-06-27_2022-183_Sievers Subdivision_Preliminary Plat.pdf](#)
[2022-06-27_2022-183_Sievers Subdivision_Final Plat.pdf](#)
[2022-06-27_2022-183_Sievers Subdivision_Legal Documents.pdf](#)

3. PUBLIC HEARING ON PROPOSAL TO ENTER INTO A SEWER REVENUE LOAN AND DISBURSEMENT AGREEMENT

1. RESOLUTION 2022-184 TAKING ADDITIONAL ACTION ON PROPOSAL TO ENTER INTO A SEWER REVENUE LOAN AND DISBURSEMENT AGREEMENT

Documents:

[2022-06-27_2022-184_Hrg Only Sewer Rev LDA \(Marshalltown 49 2022\)-v2.pdf](#)
[2022-06-13_2022-156_Memo to set public hearings for SRF loan.pdf](#)
[2022-06-13_2022-156_SIGNED 1st Half Set Hrg Sewer Rev LDA \(Marshalltown 49 2022\)-v1.pdf](#)

4. PUBLIC HEARING ON PROPOSAL TO ENTER INTO AN ESSENTIAL PURPOSE LOAN AGREEMENT

5. PUBLIC HEARING ON PROPOSAL TO ENTER INTO AN GENERAL PURPOSE LOAN AGREEMENT

1. RESOLUTION 2022-185 TAKING ADDITIONAL ACTION ON PROPOSAL TO ENTER INTO A GENERAL OBLIGATION LOAN AGREEMENTS, COMBINING LOAN AGREEMENTS, AND REPURPOSING BOND PROCEEDS

Documents:

[2022-06-27_2022-185_Hrg \(part rr\) and Repurpose GO CP LA \(Marshalltown 422742-45\)-v2.pdf](#)
[2022-06-13_2022-155_Memo Set PH for Changing Purpose of 2017 and 2021 Bonds.pdf](#)
[2022-06-13_2022-155_SIGNED Set Hrgs \(part rr\) Repurpose GO CP LAs \(Marshalltown 45 2022\)-v3.pdf](#)

6. PUBLIC HEARING AND RESOLUTION 2022-186 PROVIDING FOR THE CONVEYANCE AND TRANSFER OF TITLE OF 2.43 ACRES OF LAND TO THE MARSHALLTOWN YMCA

Documents:

[2022-06-27_2022-186_Resolution Approving Sale of 2.43 Acres to Marshalltown YMCA.pdf](#)
[2022-06-13_2022-145_Memo Setting PH to Convey 2.43 Acres to Y.pdf](#)
[2022-06-13_2022-145_Recorded Plat of Survey.pdf](#)

7. PUBLIC HEARING AND RESOLUTION 2022-187 PROVIDING FOR THE CONVEYANCE AND TRANSFER OF TITLE OF 5.70 ACRES OF LAND TO THE FISHER GOVERNOR FOUNDATION

Documents:

[2022-06-27_2022-187_Resolution Approving Sale of 5.70 Acres to Fisher Gov Foundation.pdf](#)
[2022-06-13_2022-146_Memo Setting PH to Convey 5.70 Acres to Fisher Gov Foundation.pdf](#)

[2022-06-13_2022-146_Plat of Survey.pdf](#)

8. PUBLIC HEARING AND RESOLUTION 2022-188 PROVIDING FOR THE CONVEYANCE AND TRANSFER OF TITLE FOR 105 WEST WEBSTER STREET FROM THE CITY OF MARSHALLTOWN, IOWA TO MARIO ALCOCER

Documents:

[2022-06-27_2022-188_Resolution Approving Sale of Vacant Lot 105 W Webster St.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](#)

9. PUBLIC HEARING AND RESOLUTION 2022-189 PROVIDING FOR THE CONVEYANCE AND TRANSFER OF TITLE FOR 4 AND 6 W GRANT STREET FROM THE CITY OF MARSHALLTOWN, IOWA TO K.K.H., LLC

Documents:

[2022-06-27_2022-189_Resolution Approving Sale of Vacant Lot 4-6 W Grant St.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. PUBLIC HEARING AND RESOLUTION 2022-190 APPROVING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND COST FOR THE ELKS PARK IMPROVEMENT PROJECT, IN THE CITY OF MARSHALLTOWN, IOWA, BEING PROJECT NO. PRK21002

Documents:

[2022-06-27_2022-190_Resolution Approve Plans, Specs PRK21002.pdf](#)

[2022-06-13_2022-163_Memo Order Construction Elks Park Improvements PRK21002.pdf](#)

[2022-06-13_2022-163_Elks Park Engineering Estimate.pdf](#)

[2022-06-13_2022-163_Elks Park Plans.pdf](#)

[2022-06-13_2022-163_Elks Park Project Manual.pdf](#)

[2022-06-13_2022-163_Official Notice of Hearing and Letting.pdf](#)

[2022-06-13_2022-163_Project Pre-Planning Worksheet.pdf](#)

H. **DISCUSSION**

1. DISCUSSION - CHAPTER 117 PAWNBROKERS & DEALERS

Documents:

[2022-06-27_DISCUSSION1_Memo Chapter 117 Revision.pdf](#)

2. DISCUSSION - Request For Bids For Property Sales

Documents:

[Discussion Memo Sale of Lots.pdf](#)
[Neighborhood Improvement Bid 406 W Linn St.pdf](#)
[Neighborhood Improvement Bid 503 Wood bury.pdf](#)

3. DISCUSSION - Funding For Splash Pad Design

Documents:

[Splash Pad Funding Memo.pdf](#)

I. **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.

J. **CLOSED SESSION - REAL ESTATE**

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

K. **ADJOURNMENT**

COUNCIL PROCEEDINGS
JUNE 13, 2022

Mayor Greer called the meeting to order at 5:30 PM, June 13, 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. Councilor Ladehoff recognized JBS for their efforts with odor control and invited the public to attend an informational meeting on 6/14 at 5 pm at Hope Methodist Church about hosting or assisting Ukrainian refugees that might come to Marshalltown. Mayor Greer announced the resignation of City Attorney Roger Schoell and recognized him for his years of service.

CONSENT AGENDA

Motion by Schneider, second by Ladehoff to adopt the consent agenda less item 3, 7, 8, 11, 16: APPROVE MINUTES 05/23/22 MEETING AND BILL LIST \$2,110,792.19; RECEIPT OF BUILDING PERMIT REPORT, MAY 2022; APPROVE LIQUOR LICENSE RENEWALS FOR MAMA DIGRADO'S PASTA & PIZZA, FRIENDS OF THE ORPHEUM THEATER; APPROVAL OF RENEWAL APPLICATIONS FOR STATE OF IOWA RETAIL CIGARETTE, TOBACCO, NICOTINE AND VAPOR LICENSES, THROUGH 6/30/2023 FOR 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; RESOLUTION 2022-144 APPROVING ENGAGEMENT LETTER WITH BOND COUNSEL DORSEY & WHITNEY LLP FOR THE 2022-2024 STATE REVOLVING FUND (SRF) SEWER SYSTEM IMPROVEMENT FINANCING; RESOLUTION 2022-147 SETTING A PUBLIC HEARING FOR THE CONVEYANCE AND TRANSFER OF TITLE OF CITY OWNED VACANT LOTS; 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; RESOLUTION 2022-150 APPROVING A TEMPORARY CONSTRUCTION EASEMENT AGREEMENT WITH JARM BUILDING COMPANY FOR THE DEMOLITION OF 101 WEST MAIN STREET; RESOLUTION 2022-151 APPROVING 28E INTERAGENCY AGREEMENT BETWEEN IOWA DEPARTMENT OF INSPECTIONS AND APPEALS AND CITY OF MARSHALLTOWN, AGREEMENT EXPIRES AUGUST 22, 2023; RESOLUTION 2022-152 APPROVING A TEMPORARY CONSTRUCTION EASEMENT AGREEMENT WITH MELINDA UITERMARKT FOR THE DEMOLITION OF 10 AND 12 WEST MAIN STREET; RESOLUTION 2022-153 APPROVING CONTRACT CHANGE ORDER #9 FOR THE HANGAR, TERMINAL AND SITE IMPROVEMENTS PROJECT #APR19001, AN INCREASE OF \$4,658.19; 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; 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; RESOLUTION 2022-157 APPROVING CONTRACT CHANGE ORDER #1 FOR THE EDGEWOOD EXTENSION PROJECT #STR19003, AN INCREASE OF \$9,675.00; RESOLUTION 2022-158 APPROVING ENGINEER'S STATEMENT OF COMPLETION AND ACCEPTING WRH, INC FINAL CLARIFIER PROJECT, BEING PROJECT NO. WPC20001; RESOLUTION 2022-159 ADOPTING THE COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT PROCUREMENT POLICIES AND PROCEDURES; RESOLUTION 2022-160 APPROVING A CONSENT TO ASSIGNMENT OF A DEVELOPMENT AGREEMENT FROM SIMMS COMPANY LLC TO PINNACLE BANK. Motion carried 7-0.

Motion by Isom, second by Schneider to APPROVE CIVIL SERVICE HIRE LIST – PLANNER. Councilor Thompson suggested waiting to fill the position until budget review. Motion carried 5-2, Thompson and Walker dissenting.

Motion by Isom, second by Ladehoff to adopt RESOLUTION 2022-145 SETTING PUBLIC HEARINGS FOR THE CONVEYANCE AND TRANSFER OF TITLE OF 2.43 ACRES OF LAND TO THE MARSHALLTOWN YMCA. Public comment: Mark Eaton, 1007 S 10th Ave, thinks the land is worth more than this price and recommended the city have a licensed assessor assess the value of the land. Motion carried 6-1, Thompson dissenting.

Motion by Ladehoff, second by Schneider to adopt RESOLUTION 2022-146 SETTING PUBLIC HEARINGS FOR THE CONVEYANCE AND TRANSFER OF TITLE OF 5.70 ACRES OF LAND TO THE FISHER GOVERNOR FOUNDATION. Jessica Kinser, City Administrator advised the Iowa Department of Transportation did have an appraisal done on this land by Commercial Appraisers of Iowa from West Des Moines. Motion carried 6-1, Thompson dissenting.

Motion by Ladehoff, second by Kell to adopt RESOLUTION 2022-149 APPROVING THE PURCHASE OF 4 NORTH 12TH AVENUE, MARSHALLTOWN, IOWA. Public comment: Mark Eaton, 1007 S 10th Ave, stated he doesn't agree with purchasing this property due to circumstances and the budget. Motion carried 7-0.

Motion by Isom, second by Schneider to adopt RESOLUTION 2022-154 TO APPROVE THE STATE RECREATIONAL TRAIL APPLICATION FOR THE IOWA RIVER'S EDGE TRAIL. Public comment: Mark Eaton, 1007 S 10th Ave, advised the 28E agreement with Trails, Inc states taxpayer money will not be paid to Trails, Inc. and referenced a records request to Trails, Inc that was denied. Linda Clark, 306 S 2nd Ave, feels there is a conflict of interest and this money should not be spent as not everyone uses the trails. Mayor Greer advised there is no conflict of interest as no councilor has a financial gain from this grant application and the 28E agreement does not obligate the City to fund projects but does not prevent them from doing so. Motion carried 5-2, Hoop and Thompson dissenting.

MOTIONS

Motion by Isom, second by Kell to APPROVE CLASS B BEER PERMIT WITH CLASS C NATIVE WINE PERMIT, OUTDOOR SERVICE & SUNDAY SALES FOR THE CENTRAL IOWA FAIRGROUNDS. Motion carried 6-1, Hoop dissenting.

RESOLUTIONS

Motion by Isom, second by Kell to adopt 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. Steven Leidinger, Lynch Dallas advised he is open to attending meetings in-person or virtually. Jessica Kinser, City Administrator advised legal work will be billed at various rates of \$100-\$160. The council will review anticipated budget savings during the budget process. Public comment: Linda Clark, 306 S 2nd Ave, would like to see this be filled with a local attorney. Motion carried 6-1, Hoop dissenting.

Motion by Ladehoff, second by Schneider to adopt 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. Jessica Kinser, City Administrator advised there were 2 bids for the project. The anticipated completion date is August 15th. Motion carried 7-0.

Motion by Ladehoff, second by Schneider to adopt 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. Geoff Hubbard, Parks and Recreation Director advised this project will use CDBG funds to address ADA accessibility and lighting at Elks Park to be completed by October 15th. Motion carried 7-0.

Motion by Isom, second by Schneider to adopt RESOLUTION 2022-164 APPROVING A GRANT AGREEMENT WITH THE MOBIUS GROUP FOR EXTERIOR WALL REPAIRS AT 22 NORTH 1ST AVENUE. Jessica Kinser, City Administrator advised this project will be funded with the IEDA Nuisance Property and Abandoned Building Remediation Fund. Mobius Group has an agreement with Ciro Diiorio Masonry for \$48,000. Motion carried 7-0.

Motion by Isom, second by Schneider to table RESOLUTION 2022-165 ESTABLISHING A COMPOST FEE for discussion at the July 13, 2022 meeting. Motion carried 5-2, Thompson and Walker dissenting.

Mayor Greer opened a public hearing at 6:10 pm for APPROVING THE IOWA STATE REVOLVING FUND ENVIRONMENTAL INFORMATION DOCUMENT. Heather Thomas, Public Works Director advised the use of State Revolving Funds requires additional environmental impact review. The Iowa DNR found no significant impact with the WPC Headworks and Digester Project. Mayor Greer closed the public hearing at 6:11 pm.

ORDINANCES

Motion by Schneider, second by Walker to adopt the third 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. Public comment: Doris Kinnick, 2020 Catalina Place, does not want to see a compost fee imposed on the water bill. Motion carried 5-2, Hoop and Ladehoff dissenting.

Motion by Isom, second by Ladehoff to adopt the third 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.

Motion by Isom, second by Kell to adopt the first reading of ORDINANCE 15044 TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA BY AMENDING CHAPTER 77 PARKING SCHEDULES. Motion carried 7-0. Motion by Thompson, second by Isom, to waive the second and third readings of ORDINANCE 15044 TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA BY AMENDING CHAPTER 77 PARKING SCHEDULES. Motion carried 7-0.

DISCUSSION

Rachel Buchanan, Executive Director of the Animal Rescue League was present to request an increase in the city contract for services. The current agreement was executed 7 years ago at \$48,000 for animal control services. The contract is currently paid at \$52,000 per year which is not covering incurred costs. In 2021, over \$74,000 was spent on over 1,200 stray and seized animals. Public comment: Linda Clark, 306 S 2nd Ave, noted the cat problem in town and how the ARL used to proactively patrol for stray animals. Motion by Schneider, second by Kell to approve a contract increase to \$80,000 per year effective July 1, 2022. Motion carried 5-2, Thompson and Walker dissenting.

The council expressed an interest in discussing a Franchise Fee. Jessica Kinser, City Administrator will schedule a Work Session for this discussion.

The council discussed if the new city attorney should appear in person for council meetings or if virtual attendance meets the definition of the council manual. Councilors agreed virtual attendance meets the definition and would allow that unless he was needed in-person for a closed session.

Michael Tupper, Police Chief, requested to form a committee, to include two councilors, to research the use of mobile automated traffic enforcement. Councilors Ladehoff and Walker will serve on the committee. Staff will present information to the council at the July 25th meeting.

PUBLIC COMMENT

Melvin Brown, 416 Union St, asked if consideration will be taken for the new sidewalks installed on State Street when the State Street reconstruction begins. Doris Kinnick, 2020 Catalina Place, advised the person that does the trap neuter return program is retiring and we do need to look for ways to help with the cat population.

ADJOURNMENT

The meeting adjourned at 7:10 pm.

Respectfully Submitted,

Alicia Hunter
Alicia Hunter, City Clerk

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

BILL LIST 06/27/22

Advertising			
TR/1	25.57	Hunter Lane LLC/2	646.39
Consulting & Professional Fees		McFarland.CI/5	184.80
AHLERS.COONEY/1	90.00	Occ.Med.Plus/2	238.00
Fox.Engrg.Assc/3	68,901.50	Unity Point-Occ/2	126.00
Putze Ink/1	250.00	Payroll.Deductions	
WHKS.Co/1	9,374.67	IA.Treasurer/1	-1,238.58
YSS Grants Bill/7	12,159.59	IA.Workforce/3	955.59
Contracts		Payroll.Net	
Backflow.Preven/3	985.00	Payroll/1	330,169.26
BDH/2	1,778.99	Refund/Reimbursed	
Bjelland.Plmbg/2	4,740.00	Alliant.Energy/2	-191.79
Bobcat.Ames/1	3,730.84	Baker.Taylor/10	262.34
Boulder.Contrac/1	163,179.96	Bedolla, Maria/1	44.00
CGA.Assoc/1	348.25	Blackford, Rick/1	33.18
Chamber.Commerc/2	105,318.25	Bobcat.Academy/1	45.87
City.Laundering/1	-35.96	Boehmer,Kristen/1	72.00
Concrete.Profes/1	29,490.14	BRODART.CO/4	482.40
Gannaway, Matt/1	11,834.42	Cengage.Learng/1	23.24
IA.Dept.Insp.Ap/1	290.06	Findaway.World/2	125.46
Ia.Dept.Justice/1	200.00	Graves,R/1	50.28
IA.Dpt.Safety/1	325.50	Handorf,J/1	48.83
Impact.7G.Inc/3	12,420.50	Hudnutt, Tonya/1	28.12
Jensen.Inc/2	24,095.00	Hunter,A/1	21.97
Koch.Office/1	63.02	Huston, Dale/1	304.06
Municipal.Band/1	5,457.61	IA.Treasurer/1	-291.75
O.C.L.C.Inc/1	957.97	Krough, Dennis/1	31.64
Premier.Equip/1	227.52	Lee, Y/1	144.00
RDG.Planning/1	9,798.18	Manship, Angela/1	25.00
Schendel.Pest.C/3	186.19	Martin, Lindsey/1	31.64
Schumacher.Elev/3	919.91	Menards/2	-18.61
Servicemaster/1	1,847.00	Miller,G/1	31.64
Sirsi.Corp/1	4,145.00	MILLER,L/1	34.25
Stericycle.Inc/3	144.45	Paulding,Abigai/1	47.80
Stone.Sanit/2	1,373.74	Petersen,Kim/1	21.97
Veenstra&Kimms/1	1,720.00	Reed,T/1	209.98
Woodman.Control/1	1,100.00	Reinert, Ben/1	39.06
Woodruff.Constr/1	31,372.80	Service/Repairs	
Debt Service		Century.Link/26	256.24
UMB.Bank.NA/10	2,300.00	Centurylink.Id/6	9.95
Fed Oper Grnt/Reimb		Earley,R/1	132.50
IA.Workforce/1	-756.56	EasternIA Monum/1	690.00
Land & Improvements		Fexsteve Ltd Co/2	56,600.00
Walker, James/1	2,000.00	Hardons/1	1,171.86
Library Books		Heart.of.Iowa/10	2,814.75
Baker.Taylor/32	4,366.56	IA.D.O.T/1	25.00
Book Farm LLC/1	130.74	IA.Treasurer/3	15,113.23
BRODART.CO/5	467.03	IA.WESTERN.COLL/1	250.00
Cengage.Learng/7	612.49	Inteconnect.Inc/1	262.50
CenterPoint.Prn/3	292.27	ISWEP/1	4,520.00
Findaway.World/7	3,620.30	Jensen.Inc/1	805.00
MicroMarketing./6	254.91	Johnson.Lawn/1	446.00
Midwest.Tape/1	9,000.00	Laville,J/1	125.00
OVERDRIVE,INC./9	1,285.70	LENZ,D/2	990.00
Medical		Manfull, Landon/2	4,860.00
		Marsh.Co.Treas/1	658.18

BILL LIST 06/27/22

McAtee.Tire/1	198.00	Plumb.Supply/1	88.74
McFarland.Cl/3	36.96	Premier.Equip/2	8,124.00
ONE.SOURCE/4	60.00	Racom.Corp/2	345.00
Palmers.Family./2	1,032.00	Read, Tim/1	300.00
PoliceLegalSci/1	3,096.00	Schendel.Pest.C/1	60.00
Racom.Corp/1	485.00	ShoBiz,Minutema/1	100.50
ROSENBLUM,S/1	480.00	Spahn.Rose.Lmbr/3	515.73
Treasurer-ISU/1	606.74	STAPLES/1	57.98
Tri.State.Lock/2	198.00	STATE.HYGIENIC/1	500.00
Vanwall Equip/1	1,300.16	Strands Inc/1	641.20
Ziegler/1	860.02	Svoboda,N/1	39.05
Supplies/Parts		Thiesens.Supply/13	606.99
Acco.Unlimited/1	4,913.36	Tri.State.Lock/1	259.60
Adland.Engrvg/1	319.75	UnitedFlow Tech/1	3,616.00
Arnold.Motor.Su/15	2,483.19	Vajgrt.R/1	349.99
Baker.Taylor/9	250.86	Van.Meter.Inc/2	7,995.56
Barco.MuniProd/1	535.40	Watson,C/1	179.76
BDH/3	3,486.65	WW.Grainger/9	1,072.96
Bitumnous/2	1,354.28	Young Plumbing/1	470.03
Bound.Tree.Medi/1	197.07	Zero9.Holsters/1	112.40
Brown.Supply.Co/1	2,090.64	Taxes Paid	
Chamber.Commerc/3	210.00	IA.Treasurer/1	52.36
City.Laundering/6	324.68	Travel/Training	
Cntrl.IA.Distr/3	1,862.00	Allen, Justin/1	10.00
Cntrl.IA.Farm/1	84.72	Utilities	
CTI Ready Mix/5	3,907.49	Alliant.Energy/67	60,354.91
DCI/1	75.00	Consumr.Energy/2	403.20
DEMCO.INCORP./3	2,424.34	Mtwn.Wtrwrks/1	16.12
Desert Snow/1	649.00	WoodRiver.Enrgy/3	226.12
Earley,R/1	75.00	Wage Assignment	
Ed.M.Feld.Eq/1	44.20	American.Educa./1	64.41
Fastenal.Co/1	105.72	Collection.Svs./4	1,127.27
Galls.LLC/7	620.01	Colonial.Life/2	413.78
GERDES.NURSERY/1	1,161.00	Family Sup Pay/1	138.46
Gervich.Sons/1	61.06	Fidelity.Securt/2	462.13
Grimes.Asphalt/1	3,514.22	I.M.W.C.A/1	34,587.00
Hawkins Inc/1	4,174.80	I.P.E.R.S./7	80,074.76
Hogan.Mfg/1	595.99	I.R.S./6	89,327.68
Hotsy.Cleaning/1	119.47	IA.Treasurer/2	18,176.33
Jensen.Inc/2	986.27	ICMA457Mission/11	14,842.43
Keystone.Lab/1	74.00	Linn.Co.Sheriff/1	110.07
Koster, Theresa/1	1,200.00	M.F.P.R.S.I./4	127,917.09
K-Van.Construct/1	1,895.00	Polk.Co.Sheriff/1	343.02
Lib Furniture/3	4,561.22	TotalAdmin.Serv/5	6,985.12
LIBRARY.STORE/1	1,497.78	United.Way/4	1,567.76
Logan.Contract/2	1,665.04	Total/581	1,510,511.29
Marsh.Co.Treas/21	29,628.44		
McAtee.Tire/1	294.98		
Mead.OBrien/1	587.95		
Menards/9	526.13		
Midland.Scienti/6	1,250.63		
Morse.Equip/1	726.36		
Nutrien.Ag.Sol/2	2,536.01		
Office.Express/4	216.11		
Permacard/1	1,379.72		

BILL LIST 06/27/22

Account Number	Vendor Name	Description (Item)	Amount
001.1010.5132.000	GALLS LLC	PD employee clothing Speirs	\$ (59.50)
001.1010.5132.000	GALLS LLC	PD employee clothing	\$ 59.50
001.1010.5132.000	GALLS LLC	PD employee clothing	\$ 69.90
001.1010.5132.000	GALLS LLC	PD employee clothing	\$ 132.96
001.1010.5132.000	GALLS LLC	Fire dept employee clothing	\$ 88.85
001.1010.5132.000	GALLS LLC	PD employee clothing Juel	\$ 127.50
001.1010.5132.000	GALLS LLC	PD employee clothing Jones	\$ 200.80
001.1010.5132.000	Svoboda, Nicholas	Tactical K9 breaker bar sheath	\$ 39.05
001.1010.5132.000	WATSON, COURTNEY B	employee clothing allowance	\$ 179.76
001.1010.5132.000	Zero9 Holsters	body cam case Cole	\$ 112.40
001.1010.5192.020	IOWA WORKFORCE DEVELOPMENT	Balance and interest due on account	\$ 191.00
001.1010.5230.000	Putze Ink	Relationship Refresh	\$ 250.00
001.1010.5230.000	YSS Grants Billing	YSS MPACT agreement City funded	\$ 3,575.85
001.1010.5280.000	POLICE LEGAL SCIENCES INC	Renew legal update training	\$ 3,096.00
001.1010.5344.000	IOWA DEPT OF PUBLIC SAFETY	terminal billing April 2022-June2022	\$ 325.50
001.1010.5410.000	JENSEN INC	PD #522 repairs	\$ 805.00
001.1010.5410.000	MCATEE TIRE SALES & SERVICE INC	PD #517 tires	\$ 198.00
001.1010.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$ 42.36
001.1010.5460.000	Desert Snow	3 Day Criminal Interdiction workshop	\$ 649.00
001.1010.5460.000	Division of Criminal Investigation	2022 SOR symposium	\$ 75.00
001.1010.5464.000	Allen, Justin	meal reimbursement during training	\$ 10.00
001.1010.5565.000	ARNOLD MOTOR SUPPLY LLP	PD engine oil filters	\$ 109.60
001.1010.5565.000	JENSEN INC	PD Interceptor repairs	\$ 264.66
001.1010.5565.000	JENSEN INC	PD #522 repairs	\$ 721.61
001.1010.5565.000	MCATEE TIRE SALES & SERVICE INC	PD #517 tires	\$ 294.98
001.1010.5570.000	MARSHALL COUNTY TREASURER	May Fuel bill	\$ 7,331.49
001.1010.5571.000	MARSHALL COUNTY TREASURER	May Fuel bill	\$ 3.86
001.1010.5600.000	OFFICE EXPRESS	deskpads, disinfectant wipes	\$ 33.06
001.1010.5600.000	RACOM CORPORATION	ear mold	\$ 3.00
001.1010.5605.000	OFFICE EXPRESS	deskpads, disinfectant wipes	\$ 22.35
001.1010.5612.000	BDH INFORMATION TECHNOLOGY LLC	Setup EOC phones	\$ 129.85
001.1030.5481.000	ALLIANT ENERGY	2801 S 12th St EMG Sirens	\$ 22.99
001.1030.5481.000	ALLIANT ENERGY	25 N Center St Civil Defense Sirens	\$ 100.00
001.1030.5481.000	ALLIANT ENERGY	Tornado siren	\$ 23.34
001.1050.5410.000	RACOM CORPORATION	Fire dept radio repair	\$ 485.00
001.1050.5413.000	ED M FELD EQUIPMENT CO INC	Fire dept valve plug & seat assy	\$ 44.20
001.1050.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$ 15.41
001.1050.5570.000	MARSHALL COUNTY TREASURER	May Fuel bill	\$ 488.49
001.1050.5571.000	MARSHALL COUNTY TREASURER	May Fuel bill	\$ 1,516.04
001.1050.5600.000	ARNOLD MOTOR SUPPLY LLP	oil dry	\$ 126.51
001.1050.5600.000	STAPLES BUSINESS CREDIT	Fire dept Cascade pods	\$ 57.98
001.1050.5630.000	Bound Tree Medical LLC	Statz pads	\$ 197.07
001.1070.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$ 3.85
001.1070.5570.000	MARSHALL COUNTY TREASURER	May Fuel bill	\$ 52.63
001.1071.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$ 3.85
001.1071.5570.000	MARSHALL COUNTY TREASURER	May Fuel bill	\$ 28.93
001.1071.5570.000	MARSHALL COUNTY TREASURER	May Fuel bill	\$ 40.19
001.1072.5151.000	MCFARLAND CLINIC PC	drug and alcohol testing	\$ 11.08
001.1072.5342.000	Veenstra & Kimms Inc	Contracted Electrical Inspections	\$ 1,720.00
001.1075.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$ 3.85
001.1075.5570.000	MARSHALL COUNTY TREASURER	May Fuel bill	\$ 153.75
001.1099.5347.000	BDH INFORMATION TECHNOLOGY LLC	FortiGate protection 8/6/22-8/5/23 PD/FD/911	\$ 1,712.00
001.1099.5410.000	Hardons	Fire St. -apparatus bay, fill water lines, repairs	\$ 1,171.86
001.1099.5410.000	Inteconnect Inc	Secure access door card reader repair	\$ 262.50
001.1099.5450.000	CENTURYLINK long distance	Long distance lines	\$ 2.50
001.1099.5450.000	CENTURYLINK long distance	Long distance lines	\$ 0.79
001.1099.5450.000	HEART OF IOWA COMMUNICATIONS CO-OP	Police & Fire Bldg	\$ 2,130.14
001.1099.5450.000	MARSHALL COUNTY TREASURER	May Fuel bill	\$ 658.18
001.1099.5611.000	WW GRAINGER	PD/FD AIR FILTERS	\$ 197.32
001.2030.5151.000	MCFARLAND CLINIC PC	drug and alcohol testing	\$ 3.70
001.2040.5151.000	MCFARLAND CLINIC PC	drug and alcohol testing	\$ 22.18
001.2080.5565.000	ARNOLD MOTOR SUPPLY LLP	fuel hose for mower at Airport	\$ 8.86
001.2080.5571.000	NUTRIEN AG SOLUTIONS INC	Diesel fuel at Airport	\$ 1,163.01
001.2080.5600.000	TRI STATE LOCK SERVICE	chains & padlocks @ Airport	\$ 259.60
001.4010.5342.000	SCHENDEL PEST CONTROL INC	Library bi-monthly service	\$ 64.86
001.4010.5342.000	SERVICEMASTER OF M'TOWN INC	June Library services	\$ 1,847.00
001.4010.5342.000	Stericycle Inc	Library shredding	\$ 48.15
001.4010.5342.000	Stericycle Inc	Library shredding	\$ 48.15
001.4010.5342.000	Stericycle Inc	Library shredding	\$ 48.15
001.4010.5342.000	STONE SANITATION	Library May services	\$ 115.56

001.4010.5343.000	Iowa Western Community College	Youth program	\$ 250.00
001.4010.5343.000	LAVILLE, JOA M	Adventure pass membership	\$ 125.00
001.4010.5343.000	Treasurers Office-ISU	contract program	\$ 606.74
001.4010.5344.000	OCLC, INC	June cataloging and metadata subsc	\$ 957.97
001.4010.5344.000	PREMIER OFFICE EQUIPMENT	contract copies	\$ 227.52
001.4010.5344.000	WOODMAN CONTROLS CO	Technical support	\$ 1,100.00
001.4010.5347.000	SIRSI CORP	BLECloud Mobile Staff circulation	\$ 4,145.00
001.4010.5386.000	LENZ, DUANE	Library contract mowings	\$ 495.00
001.4010.5386.000	LENZ, DUANE	Contract library mowings	\$ 495.00
001.4010.5410.000	TRI STATE LOCK SERVICE	locks and service call	\$ 60.00
001.4010.5410.000	TRI STATE LOCK SERVICE	locks and service call	\$ 138.00
001.4010.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$ 7.70
001.4010.5450.000	CENTURYLINK long distance	Long distance lines	\$ 1.25
001.4010.5450.000	ROSENBLUM, SARAH W	Cell phone bills 06/21-06/22	\$ 480.00
001.4010.5481.000	ALLIANT ENERGY	Library - 105 W Boone St	\$ 4,470.12
001.4010.5482.000	WoodRiver Energy LLC	Library gas #7078	\$ 111.18
001.4010.5600.000	CENTRAL IOWA DISTRIBUTING INC	Library cleaning supplies	\$ 625.00
001.4010.5600.000	CENTRAL IOWA DISTRIBUTING INC	floor tool brush and exhaust filter	\$ 84.00
001.4010.5600.000	DEMCO INCORP	spine labels, jacket covers	\$ 375.62
001.4010.5600.000	DEMCO INCORP	Book paper spine labels, jacket covers	\$ 450.83
001.4010.5600.000	LIBRARY STORE INC, THE	Vistafoil laminate	\$ 1,497.78
001.4010.5600.000	PERMACARD	card keytag set	\$ 1,379.72
001.4010.5601.000	Read, Timothy	5 Fingers Creative author visit	\$ 300.00
001.4010.5605.000	OFFICE EXPRESS	thermal rolls	\$ 69.95
001.4010.5605.000	OFFICE EXPRESS	Library stamp	\$ 90.75
001.4010.5611.000	WW GRAINGER	LIBRARY AIR FILTERS	\$ 151.48
001.4010.5611.000	WW GRAINGER	LIBRARY EXHAUST FAN BELT	\$ 5.60
001.4010.5703.000	BDH INFORMATION TECHNOLOGY LLC	set up Library patron computers	\$ 3,042.00
001.4010.5718.000	DEMCO INCORP	Book trucks	\$ 1,597.89
001.4010.5718.000	Library Furniture International LLc	multipurpose sheving	\$ 1,250.10
001.4010.5718.000	Library Furniture International LLc	multipurpose sheving color upgrade	\$ 2,108.86
001.4010.5718.000	PREMIER OFFICE EQUIPMENT	multipurpose sheving	\$ 1,202.26
001.4010.5718.000	PREMIER OFFICE EQUIPMENT	Photo copier - STAFF	\$ 4,774.30
001.4010.5730.000	BAKER & TAYLOR INCORP	copier - Welcome Center	\$ 3,349.70
001.4010.5730.000	BAKER & TAYLOR INCORP	reference book	\$ 14.99
001.4010.5730.000	BAKER & TAYLOR INCORP	reference book	\$ 11.97
001.4010.5730.000	BAKER & TAYLOR INCORP	reference book	\$ 28.50
001.4010.5730.000	BAKER & TAYLOR INCORP	reference book	\$ 11.99
001.4010.5730.000	BAKER & TAYLOR INCORP	reference book	\$ 65.44
001.4010.5730.000	BAKER & TAYLOR INCORP	reference book	\$ 22.80
001.4010.5730.000	BAKER & TAYLOR INCORP	reference book	\$ 18.99
001.4010.5730.000	BAKER & TAYLOR INCORP	reference books	\$ 41.98
001.4010.5730.000	BAKER & TAYLOR INCORP	reference book	\$ 34.20
001.4010.5732.000	BAKER & TAYLOR INCORP	DVDs	\$ 86.06
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$ 11.99
001.4010.5732.000	BAKER & TAYLOR INCORP	DVDs	\$ 20.99
001.4010.5732.000	BAKER & TAYLOR INCORP	DVDs	\$ 71.36
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$ 99.09
001.4010.5732.000	BAKER & TAYLOR INCORP	DVDs	\$ 85.35
001.4010.5732.000	BAKER & TAYLOR INCORP	DVDs	\$ 25.18
001.4010.5732.000	BAKER & TAYLOR INCORP	DVDs	\$ 181.20
001.4010.5732.000	BAKER & TAYLOR INCORP	DVDs	\$ 773.21
001.4010.5732.000	BAKER & TAYLOR INCORP	DVDs	\$ 747.70
001.4010.5732.000	BAKER & TAYLOR INCORP	DVDs	\$ 188.80
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$ 15.36
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$ 364.77
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$ 147.00
001.4010.5732.000	BAKER & TAYLOR INCORP	DVDs	\$ 10.49
001.4010.5732.000	BAKER & TAYLOR INCORP	DVDs	\$ 20.99
001.4010.5732.000	BAKER & TAYLOR INCORP	DVDs	\$ 91.61
001.4010.5732.000	BAKER & TAYLOR INCORP	DVD	\$ 13.29
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$ 154.18
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$ 9.59
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$ 10.79
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$ 15.39
001.4010.5732.000	BAKER & TAYLOR INCORP	DVDs	\$ 126.56
001.4010.5732.000	BAKER & TAYLOR INCORP	DVDs	\$ 102.13
001.4010.5732.000	BAKER & TAYLOR INCORP	DVDs	\$ 65.75
001.4010.5732.000	BAKER & TAYLOR INCORP	DVD	\$ 56.66
001.4010.5732.000	BAKER & TAYLOR INCORP	DVD or CD	\$ 122.06
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$ 49.94
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$ 14.22
001.4010.5732.000	BAKER & TAYLOR INCORP	DVDs	\$ 541.45

001.4010.5732.000	BAKER & TAYLOR INCORP	DVDs	\$	83.93
001.4010.5732.000	BAKER & TAYLOR INCORP	DVDs	\$	59.47
001.4010.5732.000	Book Farm LLC	juvenile books	\$	130.74
001.4010.5732.000	BRODART CO	Spanish books	\$	112.88
001.4010.5732.000	BRODART CO	juvenile books	\$	38.89
001.4010.5732.000	BRODART CO	juvenile books	\$	166.32
001.4010.5732.000	BRODART CO	juvenile, lost and Spanish books	\$	29.07
001.4010.5732.000	BRODART CO	juvenile, lost and Spanish books	\$	119.87
001.4010.5732.000	CENTER POINT LARGE PRINT	adult fiction or non fiction books	\$	60.00
001.4010.5732.000	FINDAWAY WORLD LLC	juvenile audio book	\$	47.49
001.4010.5732.000	FINDAWAY WORLD LLC	juvenile audio books	\$	745.61
001.4010.5732.000	FINDAWAY WORLD LLC	juvenile audio books	\$	314.95
001.4010.5732.000	FINDAWAY WORLD LLC	juvenile audio books	\$	61.74
001.4010.5732.000	FINDAWAY WORLD LLC	juvenile audio books	\$	389.42
001.4010.5732.000	FINDAWAY WORLD LLC	juvenile audio books	\$	61.74
001.4010.5732.000	FINDAWAY WORLD LLC	juvenile audio books	\$	1,999.35
001.4010.5732.000	MICROMARKETING LLC	Adult Audio book	\$	20.00
001.4010.5732.000	MICROMARKETING LLC	audio books	\$	84.99
001.4010.5732.000	MICROMARKETING LLC	audio books	\$	52.98
001.4010.5732.000	MICROMARKETING LLC	audio book	\$	41.95
001.4010.5732.000	MICROMARKETING LLC	audio book	\$	44.99
001.4010.5732.000	MICROMARKETING LLC	audio book	\$	10.00
001.4010.5732.000	MIDWEST TAPE	Digital content	\$	9,000.00
001.4010.5732.000	OVERDRIVE,INC.	Ebooks	\$	93.33
001.4010.5732.000	OVERDRIVE,INC.	Ebooks	\$	67.99
001.4010.5732.000	OVERDRIVE,INC.	audio books	\$	59.99
001.4010.5732.000	OVERDRIVE,INC.	Ebooks	\$	84.23
001.4010.5732.000	OVERDRIVE,INC.	Ebooks	\$	86.98
001.4010.5732.000	OVERDRIVE,INC.	audio books	\$	95.00
001.4010.5732.000	OVERDRIVE,INC.	audio books	\$	783.23
001.4010.5734.000	BAKER & TAYLOR INCORP	lost and replaced book	\$	11.97
001.4010.5734.000	BAKER & TAYLOR INCORP	lost and replaced book	\$	30.76
001.4010.5734.000	BAKER & TAYLOR INCORP	lost and replaced book	\$	80.92
001.4010.5734.000	BAKER & TAYLOR INCORP	lost and replaced book	\$	10.79
001.4010.5734.000	BAKER & TAYLOR INCORP	lost and replaced book	\$	18.00
001.4010.5734.000	BAKER & TAYLOR INCORP	lost and replaced book	\$	14.99
001.4010.5734.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	16.53
001.4010.5734.000	BRODART CO	juvenile, lost and Spanish books	\$	69.42
001.4010.5734.000	BRODART CO	lost and replaced books	\$	137.33
001.4010.5734.000	BRODART CO	Lost and memorial books	\$	260.65
001.4010.5734.000	CENGAGE LEARNING INC	lost and replaced books	\$	23.24
001.4010.5734.000	FINDAWAY WORLD LLC	lost and replaced books	\$	85.48
001.4010.5734.000	FINDAWAY WORLD LLC	lost and replaced book	\$	39.98
001.4010.5736.000	OVERDRIVE,INC.	external services	\$	11.96
001.4010.5736.000	OVERDRIVE,INC.	external service	\$	2.99
001.4010.5980.000	Bobcat Academy	returned lost books	\$	45.87
001.4020.5331.000	MARSHALLTOWN MUNICIPAL BAND INC	Taxes levied for band	\$	5,457.61
001.4030.5342.000	SCHENDEL PEST CONTROL INC	Parks Community bldg monthly service	\$	46.33
001.4030.5344.000	Backflow Prevention Services of Iowa	Center St median	\$	85.00
001.4030.5344.000	BJELLAND PLUMBING INC	install pump at Aquatic Center	\$	120.00
001.4030.5386.000	Manfull, Landon	Parks Contract mowings	\$	4,260.00
001.4030.5410.000	Eastern Iowa Monument	Sand/prime and repaint park sign	\$	690.00
001.4030.5410.000	VANWALL EQUIPMENT INC	208 John Deere mower repairs	\$	1,300.16
001.4030.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$	3.85
001.4030.5481.000	ALLIANT ENERGY	RIVERVIEW PARK EAST SIDE	\$	151.22
001.4030.5481.000	ALLIANT ENERGY	402 Woodland St BATH HOUSE	\$	1,156.05
001.4030.5481.000	ALLIANT ENERGY	801 WOODLAND ST SHOP	\$	44.61
001.4030.5481.000	ALLIANT ENERGY	602 W Merle Hibbs Blvd	\$	145.18
001.4030.5481.000	ALLIANT ENERGY	JUDGE PARK	\$	21.04
001.4030.5481.000	ALLIANT ENERGY	802 S 3rd St Skate Park	\$	16.03
001.4030.5481.000	ALLIANT ENERGY	108 N 2nd Ave Alley - Farmers Market	\$	19.82
001.4030.5482.000	ALLIANT ENERGY	402 Woodland St BATH HOUSE	\$	63.06
001.4030.5482.000	ALLIANT ENERGY	LOG CABIN	\$	34.45
001.4030.5482.000	ALLIANT ENERGY	905 E MAIN ST PARK SHOP	\$	45.53
001.4030.5482.000	ALLIANT ENERGY	402 WOODLAND ST COMM BLDG	\$	36.29
001.4030.5485.000	MARSHALLTOWN WATER WORKS	S Center & Cherry St auto median waterer	\$	16.12
001.4030.5570.000	MARSHALL COUNTY TREASURER	May Fuel bill	\$	808.49
001.4030.5571.000	MARSHALL COUNTY TREASURER	May Fuel bill	\$	913.55
001.4030.5600.000	MENARDS	lag screws	\$	7.38
001.4030.5601.000	Koster, Theresa	African drumming & Culture	\$	1,200.00
001.4030.5611.000	K-VAN CONSTRUCTION CO	Parks storage bldge repair	\$	1,895.00
001.4030.5611.000	MENARDS	Utility knife, smooth trowel, muriatic acid	\$	37.85
001.4030.5611.000	MENARDS	Green treated wood	\$	50.12

001.4030.5611.000	PLUMB SUPPLY	Parks hose bib and faucet	\$	88.74
001.4030.5718.000	Vajgrt, Roger	Parks - Trimmer	\$	349.99
001.4040.5216.000	ONE SOURCE-THE BACKGROUND CHECK CO	applicant checks	\$	15.00
001.4040.5441.000	TREASURER ST OF IOWA	Sales and Use Tax	\$	533.53
001.4040.5442.000	TREASURER ST OF IOWA	Sales and Use Tax	\$	52.36
001.4040.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$	3.85
001.4040.5980.000	Lee, Yamala Baccam	Summer blast refund	\$	144.00
001.4041.5357.000	PALMERS FAMILY FUN	Eagle packages	\$	572.00
001.4041.5357.000	PALMERS FAMILY FUN	Birdie wristbands	\$	460.00
001.4041.5613.000	ADLAND ENGRAVING CO INC	Parks staff Tee shirts	\$	319.75
001.4045.5344.000	Backflow Prevention Services of Iowa	Aquatic Center	\$	815.00
001.4045.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$	7.70
001.4045.5450.000	HEART OF IOWA COMMUNICATIONS CO-OP	Aquatic Center	\$	107.29
001.4045.5600.000	MENARDS	Utility knife, smooth trowel, muriatic acid	\$	13.98
001.4045.5607.000	ACCO UNLIMITED CORP	Aquatic Center liquid chlorinating solution	\$	4,913.36
001.4045.5607.000	MENARDS	Parks muriatic acid, CFM Blower	\$	20.97
001.4045.5611.000	Young Plumbing & Heating Co	Coliseum RTU repairs	\$	470.03
001.4045.5980.000	Bedolla, Maria Rodriguez	swim lessons	\$	44.00
001.4045.5980.000	Boehmer, Kristen	Swimming lessons	\$	72.00
001.4065.4875.000	ALLIANT ENERGY	electricity credit	\$	(184.93)
001.4065.4875.000	ALLIANT ENERGY	gas credit	\$	(6.86)
001.4065.5342.000	BDH INFORMATION TECHNOLOGY LLC	Aquatic Ctr audio system repairs	\$	66.99
001.4065.5344.000	SCHUMACHER ELEVATOR COMPANY	Coliseum quartlery maintenance	\$	450.00
001.4065.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$	3.85
001.4065.5450.000	CENTURYLINK	Coliseum Backup Analog Lines	\$	79.08
001.4065.5450.000	HEART OF IOWA COMMUNICATIONS CO-OP	Coliseum	\$	62.00
001.4065.5481.000	ALLIANT ENERGY	10 W State St COLISEUM	\$	4,446.45
001.4065.5482.000	ALLIANT ENERGY	10 W State St COLISEUM	\$	165.01
001.4065.5611.000	WW GRAINGER	COLISEUM AIR FILTERS	\$	241.84
001.5010.5602.000	EARLEY, RICK	Banner Arm repair	\$	75.00
001.5020.5331.000	MARSHALLTOWN CHAMBER OF COMMERCE	TIF Econ Dev per Res 2019-318	\$	12,500.00
001.5040.5460.000	MARSHALLTOWN CHAMBER OF COMMERCE	3 attendees for Annual banquet	\$	70.00
001.5900.5331.000	MARSHALLTOWN CHAMBER OF COMMERCE	Tourism & Promo services paid with hotel/motel \$	\$	92,818.25
001.6010.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$	3.85
001.6010.5460.000	MARSHALLTOWN CHAMBER OF COMMERCE	3 attendees for Annual banquet	\$	70.00
001.6012.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$	3.85
001.6012.5460.000	MARSHALLTOWN CHAMBER OF COMMERCE	3 attendees for Annual banquet	\$	70.00
001.6020.5210.000	TIMES REPUBLICAN	Full Price notice	\$	25.57
001.6020.5250.000	IOWA DEPT OF TRANSPORTATION	Duplicate Title - 2014 Dodge Caravan	\$	25.00
001.6020.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$	3.85
001.6021.5344.000	KOCH Office Group	Finance contract copies 3/26-6/25	\$	63.02
001.6021.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$	15.44
001.6025.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$	3.85
001.6040.5236.000	AHLERS & COONEY	Labor relations	\$	90.00
001.6050.5344.000	SCHUMACHER ELEVATOR COMPANY	City Hall Elevator Maintenance	\$	233.77
001.6050.5450.000	CENTURYLINK long distance	Long distance lines	\$	2.50
001.6050.5450.000	CENTURYLINK long distance	Long distance lines	\$	0.41
001.6050.5450.000	HEART OF IOWA COMMUNICATIONS CO-OP	City Hall	\$	320.09
001.6050.5481.000	ALLIANT ENERGY	24 N Center St Municipal Bldg	\$	175.40
001.6050.5600.000	WW GRAINGER	City hall toilet paper	\$	175.20
001.6050.5600.000	WW GRAINGER	City hall trash bags and hand soap	\$	40.30
001.6051.5344.000	SCHUMACHER ELEVATOR COMPANY	Carnegie Bldg elevator	\$	236.14
001.6051.5481.000	ALLIANT ENERGY	Carnegie Bldg	\$	1,170.81
001.6051.5482.000	ALLIANT ENERGY	Carnegie Bldg	\$	82.35
001.6051.5600.000	WW GRAINGER	City hall toilet paper	\$	175.20
001.6051.5600.000	WW GRAINGER	City hall trash bags and hand soap	\$	40.30
001.6051.5611.000	WW GRAINGER	CARNEGIE AIR FILTERS	\$	45.72
030.1010.5750.000	JENSEN INC	Purchase 2018 Ford Edge purchase	\$	32,595.00
030.1010.5750.000	JENSEN INC	Trade-in 2014 Dodge Caravan	\$	(8,500.00)
030.4030.5750.000	BOBCAT OF AMES	84" snow blade	\$	3,730.84
030.6070.5703.000	BDH INFORMATION TECHNOLOGY LLC	PD Surface Pro keyboards for CIP	\$	314.80
110.2010.4875.000	MENARDS	REBATE 62843-72073	\$	(0.88)
110.2010.4875.000	MENARDS	REBATE 62843-80489	\$	(17.73)
110.2010.5132.000	CITY LAUNDERING COMPANY	Street dept uniform cleaning	\$	149.89
110.2010.5132.000	CITY LAUNDERING COMPANY	Street dept uniform cleaning	\$	67.43
110.2010.5132.000	THEISENS SUPPLY INC	Street dept new employee clothing	\$	303.91
110.2010.5342.000	BOULDER CONTRACTING LLC	SMW21002 Boone St Improvements	\$	163,179.96
110.2010.5386.000	Johnson Lawn Care	905 E Main lawn care	\$	446.00
110.2010.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$	3.85
110.2010.5450.000	HEART OF IOWA COMMUNICATIONS CO-OP	PW Bldg	\$	55.04
110.2010.5481.000	ALLIANT ENERGY	905 E Main PW Bldg	\$	811.09
110.2010.5481.000	ALLIANT ENERGY	2107 S Center St irrigation system	\$	19.73
110.2010.5482.000	WoodRiver Energy LLC	905 E Main St	\$	68.96

110.2010.5489.000	THEISENS SUPPLY INC	safety gloves	\$	17.98
110.2010.5565.000	ARNOLD MOTOR SUPPLY LLP	Task Force vehicle alternator	\$	337.44
110.2010.5565.000	ARNOLD MOTOR SUPPLY LLP	snow driver winter blades	\$	350.50
110.2010.5570.000	MARSHALL COUNTY TREASURER	May Fuel bill	\$	1,279.71
110.2010.5571.000	MARSHALL COUNTY TREASURER	May Fuel bill	\$	4,967.89
110.2010.5600.000	ARNOLD MOTOR SUPPLY LLP	gates change over	\$	(7,684.48)
110.2010.5600.000	ARNOLD MOTOR SUPPLY LLP	fitting part	\$	16.48
110.2010.5600.000	ARNOLD MOTOR SUPPLY LLP	fitting part	\$	16.48
110.2010.5600.000	ARNOLD MOTOR SUPPLY LLP	fitting part	\$	28.13
110.2010.5600.000	ARNOLD MOTOR SUPPLY LLP	fitting part	\$	52.02
110.2010.5600.000	ARNOLD MOTOR SUPPLY LLP	wiper blades	\$	72.81
110.2010.5600.000	ARNOLD MOTOR SUPPLY LLP	fitting part	\$	110.70
110.2010.5600.000	ARNOLD MOTOR SUPPLY LLP	fitting parts	\$	352.51
110.2010.5600.000	ARNOLD MOTOR SUPPLY LLP	Gates change over	\$	8,385.30
110.2010.5600.000	FASTENAL COMPANY	screw anchors and drill bits	\$	105.72
110.2010.5600.000	LOGAN CONTRACTORS SUPPLY INC	55 gallon drum Solvent	\$	1,250.00
110.2010.5600.000	LOGAN CONTRACTORS SUPPLY INC	dowels and supplies	\$	415.04
110.2010.5600.000	MENARDS	trash cant, tape idspenser, magnetic strip	\$	56.52
110.2010.5600.000	SPAHN & ROSE LUMBER CO	2x12-10 lumber	\$	153.38
110.2010.5600.000	SPAHN & ROSE LUMBER CO	2x8-14' boards	\$	97.32
110.2010.5600.000	SPAHN & ROSE LUMBER CO	screws, magnesium float, lumber	\$	265.03
110.2010.5600.000	THEISENS SUPPLY INC	PB Blaster and sprayer	\$	125.96
110.2010.5600.000	THEISENS SUPPLY INC	broom, swivel jack, wing nuts for BatWing	\$	56.60
110.2010.5600.000	THEISENS SUPPLY INC	grass seed and hitch pin	\$	130.86
110.2010.5617.000	Bitumnous Materials & Supply	emulsified asphalt	\$	462.70
110.2010.5617.000	Bitumnous Materials & Supply	emulsified asphalt	\$	891.58
110.2010.5617.000	CTI Ready Mix Inc	901 E Nevada	\$	464.04
110.2010.5617.000	CTI Ready Mix Inc	615 Marion St	\$	2,404.99
110.2010.5617.000	CTI Ready Mix Inc	615 Marion St	\$	534.78
110.2010.5618.000	GRIMES ASPHALT AND PAVING CORP.	Street dept cold mix	\$	3,514.22
110.2010.5627.000	BARCO MUNICIPAL PRODUCTS INC	LED solar hazard lamp lights	\$	535.40
110.2010.5718.000	ARNOLD MOTOR SUPPLY LLP	Gates change over	\$	200.33
110.2010.5718.000	MENARDS	Level head rake	\$	63.96
110.2010.5718.000	THEISENS SUPPLY INC	Hammerdrill	\$	(359.00)
110.2030.5481.000	ALLIANT ENERGY	25 N 13th St	\$	53.15
110.2030.5481.000	ALLIANT ENERGY	N 18th Ave Bridge	\$	28.49
110.2030.5481.000	ALLIANT ENERGY	HWY 14 & HWY 30 STREET LIGHTS	\$	90.18
110.2030.5481.000	ALLIANT ENERGY	211 S 9TH ST FRONT TERRACE	\$	19.89
110.2030.5481.000	ALLIANT ENERGY	407 Player St Bridge Light	\$	100.33
110.2030.5481.000	ALLIANT ENERGY	17 N Center St metered	\$	28.47
110.2030.5481.000	ALLIANT ENERGY	220 E MAIN ST ALLEY	\$	43.66
110.2030.5481.000	ALLIANT ENERGY	404 1/2 S Center St Viaduct	\$	79.33
110.2030.5481.000	ALLIANT ENERGY	36 E Main St Alley	\$	42.01
110.2030.5481.000	ALLIANT ENERGY	120 E MAIN ST ALLEY	\$	47.31
110.2030.5481.000	ALLIANT ENERGY	3098 LINCOLN WAY SIGN	\$	34.14
110.2030.5481.000	ALLIANT ENERGY	36 W MAIN ST ALLEY	\$	40.73
110.2030.5481.000	ALLIANT ENERGY	106 S CENTER ST METERED	\$	39.99
110.2030.5481.000	ALLIANT ENERGY	N CENTER ST & CHURCH ST	\$	42.20
110.2030.5481.000	ALLIANT ENERGY	NE corner S 1st Ave / Church St parking lot	\$	326.40
110.2030.5481.000	CONSUMERS ENERGY CO-OP	City of Marshalltown-traffic signals	\$	332.23
110.2040.5132.000	CITY LAUNDERING COMPANY	uniform cleaning Utility Dept.	\$	16.92
110.2040.5132.000	CITY LAUNDERING COMPANY	uniform cleaning Utility Dept.	\$	22.64
110.2040.5410.000	EARLEY, RICK	Iowa Ave & 6th St traffice pole repair	\$	132.50
110.2040.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$	3.85
110.2040.5481.000	ALLIANT ENERGY	N 3rd Ave Cnr State	\$	115.85
110.2040.5481.000	ALLIANT ENERGY	N 18TH AVE & E MAIN	\$	29.76
110.2040.5481.000	ALLIANT ENERGY	S 12TH AVE E OLIVE ST	\$	40.30
110.2040.5481.000	ALLIANT ENERGY	W Southridge Rd Cnr Center	\$	41.20
110.2040.5481.000	ALLIANT ENERGY	RIVERSIDE DR CNR 3RD AVE	\$	33.69
110.2040.5481.000	ALLIANT ENERGY	502 E SOUTHRIDGE RD	\$	19.89
110.2040.5481.000	ALLIANT ENERGY	S CENTER ST & W BERLE	\$	40.76
110.2040.5481.000	ALLIANT ENERGY	S CENTER ST N OF MALL	\$	49.53
110.2040.5481.000	ALLIANT ENERGY	S Center St Cnr Hibbs	\$	44.70
110.2040.5481.000	ALLIANT ENERGY	13 S 13TH ST CNR MAIN	\$	45.35
110.2040.5481.000	ALLIANT ENERGY	219 Westwood flashing lights	\$	22.02
110.2040.5481.000	ALLIANT ENERGY	E Anson St cnr 4th Ave	\$	22.02
110.2040.5481.000	ALLIANT ENERGY	5 N 5th St cnr State St	\$	22.02
110.2040.5481.000	ALLIANT ENERGY	S CENTER ST CNR BOONE	\$	50.97
110.2040.5481.000	ALLIANT ENERGY	S CENTER ST CNR LINN	\$	41.46
110.2040.5481.000	ALLIANT ENERGY	S 3RD AVE CNR LINN	\$	111.73
110.2040.5481.000	CONSUMERS ENERGY CO-OP	City of Marshalltown-traffic signals	\$	70.97
110.2060.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$	3.85
110.2060.5600.000	RACOM CORPORATION	batteries for walkie talkies	\$	342.00

110.2070.5571.000	MARSHALL COUNTY TREASURER	May Fuel bill	\$ 125.94
130.4030.5342.000	Gannaway, Matthew	Riverview Park roof replacement	\$ 11,834.42
132.5020.5342.000	RDG Planning & Design	Downtown Facade Improvements	\$ 9,798.18
133.2900.5342.000	Impact 7G Inc	Brownfields Assistance Contract	\$ 4,240.50
140.4030.5611.000	Strands Inc	Parks pails of paint	\$ 641.20
142.4030.5344.000	Backflow Prevention Services of Iowa	6th St Softball complex	\$ 85.00
142.4030.5562.000	CENTRAL IOWA FARM STORE INC	MSA Complex mower parts	\$ 84.72
142.4030.5718.000	MENARDS	Parks muriatic acid, CFM Blower	\$ 109.00
151.1010.5230.000	YSS Grants Billing	Benefits	\$ 1,033.43
151.1010.5230.000	YSS Grants Billing	Community Advocates	\$ 4,133.70
151.1010.5230.000	YSS Grants Billing	Cell Phone Reimbursement	\$ 77.46
152.1010.5230.000	YSS Grants Billing	Supervisor	\$ 583.33
152.1010.5230.000	YSS Grants Billing	Benefits	\$ 667.83
152.1010.5230.000	YSS Grants Billing	Two full time employees	\$ 2,087.99
170.4010.5732.000	CENGAGE LEARNING INC	TYE grant books	\$ 47.98
170.4010.5732.000	CENGAGE LEARNING INC	TYE grant books	\$ 80.96
170.4010.5732.000	CENGAGE LEARNING INC	TYE grant book	\$ 20.24
170.4010.5732.000	CENGAGE LEARNING INC	TYE grant books	\$ 80.96
170.4010.5732.000	CENGAGE LEARNING INC	Tye grant books	\$ 289.39
170.4010.5732.000	CENGAGE LEARNING INC	Tye grant books	\$ 68.22
170.4010.5732.000	CENGAGE LEARNING INC	Tye grant books	\$ 24.74
170.4010.5732.000	CENTER POINT LARGE PRINT	TYE grant books	\$ 57.11
170.4010.5732.000	CENTER POINT LARGE PRINT	books	\$ 175.16
170.4010.5734.000	BAKER & TAYLOR INCORP	Dodd Memorial book	\$ 18.53
170.4010.5734.000	BAKER & TAYLOR INCORP	Memorial book	\$ 39.90
170.4010.5734.000	BAKER & TAYLOR INCORP	Dodd memorial book	\$ 19.95
170.4010.5734.000	BRODART CO	Lost and memorial books	\$ 15.00
177.1010.5331.000	IOWA DEPT OF JUSTICE	forfeiture	\$ 200.00
184.5030.5342.000	IOWA DEPT OF INSPECTIONS & APPEALS	January - March 2022	\$ 290.06
184.5030.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$ 7.70
189.3040.5342.000	Impact 7G Inc	125 Homes LI/RA and HHA	\$ 2,880.00
189.3040.5342.000	Impact 7G Inc	125 Homes LI/RA and HHA	\$ 5,300.00
189.3040.5410.000	FEXSTEVE LIMITED CO	10 Lackey Terr	\$ 55,275.00
189.3040.5415.000	FEXSTEVE LIMITED CO	10 Lackey Terr	\$ 1,325.00
189.3040.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$ 3.85
200.7010.5830.000	UMB Bank NA	Admin fees GO 2013 bond	\$ 250.00
200.7010.5830.000	UMB Bank NA	Admin fees GO 2012A bond	\$ 250.00
200.7010.5830.000	UMB Bank NA	Admin fees OP 2012B bond	\$ 250.00
200.7010.5830.000	UMB Bank NA	Admin Fees GO 2015 bond	\$ 250.00
200.7010.5830.000	UMB Bank NA	Admin Fee GO 2016A bond for Storm Water	\$ 148.00
200.7010.5830.000	UMB Bank NA	Admin Fee GO 2016A bond	\$ 102.00
200.7010.5830.000	UMB Bank NA	Admin fees GO 2016B bond	\$ 250.00
200.7010.5830.000	UMB Bank NA	Admin fees GO 2017 bond	\$ 250.00
200.7010.5830.000	UMB Bank NA	Admin fees GO 2018 bond	\$ 300.00
341.5010.5609.000	Gerdes Wholesale Nursery Inc	West End Park plants	\$ 1,161.00
355.1075.5230.000	WHKS & Co	Amendment	\$ 9,374.67
355.1075.5342.000	BJELLAND PLUMBING INC	Street patches 10 & 12 W Main St	\$ 4,620.00
355.1075.5342.000	CLAPSADDLE GARBER ASSOC INC	Bldg demo compaction testing	\$ 348.25
355.1075.5781.000	Walker, James	4 N 12th Ave purchase	\$ 2,000.00
381.2011.5342.000	Concrete Professionals	TRL19002 12th Ave Sidewalk	\$ 29,490.14
610.8015.5216.000	ONE SOURCE-THE BACKGROUND CHECK CO	applicant checks	\$ 15.00
610.8015.5233.000	FOX ENGINEERING ASSOCIATES INC	WPC20001 WPCP Clarifier Rehab	\$ 1,586.50
610.8015.5339.000	MCFARLAND CLINIC PC	drug and alcohol testing	\$ 36.96
610.8015.5339.000	Unity Point- Occupational Medicine	Medical testing	\$ 42.00
610.8015.5342.000	STONE SANITATION	May 2022 Grit/ screening removal	\$ 1,258.18
610.8015.5410.000	ZIEGLER INC	service call - CAT 272C skidloader	\$ 860.02
610.8015.5441.000	TREASURER ST OF IOWA	Sales and Use Tax	\$ 12,496.89
610.8015.5441.000	TREASURER ST OF IOWA	Sales and Use Tax	\$ 2,082.81
610.8015.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$ 11.55
610.8015.5450.000	CENTURYLINK long distance	Long distance lines	\$ 2.50
610.8015.5450.000	HEART OF IOWA COMMUNICATIONS CO-OP	WPCP	\$ 42.57
610.8015.5481.000	ALLIANT ENERGY	N 3rd Ave River Sign	\$ 22.06
610.8015.5481.000	ALLIANT ENERGY	RIVERVIEW PARK LIFTSTATION	\$ 19.73
610.8015.5481.000	ALLIANT ENERGY	1001 Woodland St Water Pollution	\$ 39,094.62
610.8015.5481.000	ALLIANT ENERGY	JBS 402 N 10TH AVE	\$ 21.04
610.8015.5482.000	ALLIANT ENERGY	1001 WOODLAND ST DISP PLANT	\$ 4,082.44
610.8015.5570.000	MARSHALL COUNTY TREASURER	May Fuel bill	\$ 730.50
610.8015.5571.000	MARSHALL COUNTY TREASURER	May Fuel bill	\$ 100.86
610.8015.5600.000	CENTRAL IOWA DISTRIBUTING INC	WPCP operating & cleaning supplies	\$ 1,153.00
610.8015.5600.000	HAWKINS INC	SBR/ Plant water chlorine tablets	\$ 4,174.80
610.8015.5600.000	HOTSY CLEANING SYSTEMS INC	Hotsy handle & nozzle	\$ 119.47
610.8015.5600.000	MEAD O'BRIEN INC	Gear operator handwheel	\$ 587.95
610.8015.5600.000	MORSE EQUIPMENT COMPANY LLC	Hoffman blower air filters	\$ 726.36

610.8015.5600.000	NUTRIEN AG SOLUTIONS INC	Mobil DTE light oil	\$	1,373.00
610.8015.5603.000	KEYSTONE LAB INC	Lab analysis - Dig #3	\$	74.00
610.8015.5603.000	MIDLAND SCIENTIFIC INC	Lab supplies - tubing clamps	\$	25.20
610.8015.5603.000	MIDLAND SCIENTIFIC INC	Lab supplies - flasks	\$	505.32
610.8015.5603.000	MIDLAND SCIENTIFIC INC	Lab supplies - HH Solution, nicotinic acid	\$	103.10
610.8015.5603.000	MIDLAND SCIENTIFIC INC	Lab supplies - lamp assemblies	\$	470.66
610.8015.5603.000	MIDLAND SCIENTIFIC INC	Lab supplies- sodium thiosulfate	\$	56.05
610.8015.5603.000	MIDLAND SCIENTIFIC INC	Lab supplies - centrifuge tubes	\$	90.30
610.8015.5603.000	State Hygienic Lab	Lab analysis - WETT testing	\$	500.00
610.8015.5718.000	United Flow Technologies EES Buyer LLC	outside actuator covers & sunshade kits	\$	3,616.00
610.8015.5718.000	VAN METER INC	SCADA 1746-NRB module	\$	6,303.05
610.8015.5718.000	VAN METER INC	SCADA 10-slot chassis rack	\$	1,692.51
610.8015.5980.000	Blackford, Rick	Sewer refund 2022- seeding & pool	\$	33.18
610.8015.5980.000	Graves, Rita	Sewer refund 2022- pool & hot tub	\$	50.28
610.8015.5980.000	Handorf, Jillissa	Sewer refund 2022- pool	\$	48.83
610.8015.5980.000	Hudnutt, Tonya	Sewer refund 2022- pool	\$	28.12
610.8015.5980.000	HUNTER, ALICIA M	Sewer refund 2022- pool	\$	21.97
610.8015.5980.000	Krough, Dennis	Sewer refund 2022- pool	\$	31.64
610.8015.5980.000	Manship, Angela	Sewer refund 2022 - pool	\$	25.00
610.8015.5980.000	Martin, Lindsey	Sewer refund 2022- pool	\$	31.64
610.8015.5980.000	Miller, Gordon	Sewer refund 2022- pool	\$	31.64
610.8015.5980.000	Miller, Lynette	Sewer refund 2022- pool	\$	34.25
610.8015.5980.000	Paulding, Abigail	Sewer refund 2022- pool	\$	47.80
610.8015.5980.000	Petersen, Kimberly	Sewer refund 2022- pool	\$	21.97
610.8015.5980.000	REED, TONY	Sewer refund -outside water meter hook up	\$	209.98
610.8015.5980.000	Reinert, Ben	Sewer refund 2022- pool	\$	39.06
610.8016.5233.000	FOX ENGINEERING ASSOCIATES INC	SAN21001 Sanitary CIPP	\$	5,591.00
610.8016.5339.000	MCFARLAND CLINIC PC	drug and alcohol testing	\$	22.18
610.8016.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$	4.62
610.8016.5450.000	HEART OF IOWA COMMUNICATIONS CO-OP	PW Bldg	\$	33.03
610.8016.5450.000	HEART OF IOWA COMMUNICATIONS CO-OP	WPCP	\$	25.54
610.8016.5481.000	ALLIANT ENERGY	608 Turner St Pump Station	\$	198.62
610.8016.5481.000	ALLIANT ENERGY	S 12TH AVE CNR E MAIN	\$	105.60
610.8016.5481.000	ALLIANT ENERGY	Marion St - WPCP	\$	149.42
610.8016.5481.000	ALLIANT ENERGY	1511 Rolling Meadows Rd	\$	155.81
610.8016.5482.000	ALLIANT ENERGY	1001 Woodland St Shed	\$	33.53
610.8016.5570.000	MARSHALL COUNTY TREASURER	May Fuel bill	\$	490.70
610.8016.5571.000	MARSHALL COUNTY TREASURER	May Fuel bill	\$	188.76
610.8016.5600.000	BROWN SUPPLY COMPANY INC	Sanitary sewer tap saddles	\$	2,090.64
610.8016.5600.000	CTI Ready Mix Inc	108 20th St Sanitary sewer manhole	\$	216.47
610.8016.5600.000	GERVICH & SONS INC	Steel	\$	61.06
610.8016.5600.000	MENARDS	Sewer llumber	\$	166.35
610.8016.5600.000	THEISENS SUPPLY INC	solid steel flats	\$	20.99
610.8016.5600.000	THEISENS SUPPLY INC	silicone caulk, bolts and washers	\$	12.48
610.8016.5600.000	THEISENS SUPPLY INC	Gate parts	\$	59.93
610.8016.5718.000	THEISENS SUPPLY INC	DeWalt chain saw	\$	113.40
610.8016.5830.000	UMB Bank NA	Admin fees Sewer Rev 2013 bond	\$	250.00
615.8015.5233.000	FOX ENGINEERING ASSOCIATES INC	WPC21001 WPCP Headworks & Digestor Improvements	\$	61,724.00
690.8050.5132.000	CITY LAUNDERING COMPANY	uniform cleaning-Transit dept	\$	31.61
690.8050.5132.000	CITY LAUNDERING COMPANY	uniform cleaning-Transit dept	\$	36.19
690.8050.5339.000	MCFARLAND CLINIC PC	drug and alcohol testing	\$	73.92
690.8050.5339.000	Unity Point- Occupational Medicine	Medical testing	\$	84.00
690.8050.5342.000	CITY LAUNDERING COMPANY	Transit overpayments	\$	(35.96)
690.8050.5342.000	SCHENDEL PEST CONTROL INC	Bed Bug Treatment for MMT Bus	\$	75.00
690.8050.5370.000	Sho Biz Inc dba Minuteman	Bus passes	\$	100.50
690.8050.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$	3.85
690.8050.5481.000	ALLIANT ENERGY	905 E Main PW Bldg	\$	540.72
690.8050.5482.000	WoodRiver Energy LLC	905 E Main St	\$	45.98
690.8050.5565.000	Hogan Manufacturing Inc	cable assy and belt	\$	595.99
690.8050.5570.000	MARSHALL COUNTY TREASURER	May Fuel bill	\$	766.82
690.8050.5571.000	MARSHALL COUNTY TREASURER	May Fuel bill	\$	9,186.87
690.8050.5600.000	SCHENDEL PEST CONTROL INC	Bed Bug Cleaning Supplies for MMT Buses	\$	60.00
740.8065.5280.000	ISWEP	2022-2023 membership fee	\$	4,520.00
740.8065.5339.000	MCFARLAND CLINIC PC	drug and alcohol testing	\$	14.78
740.8065.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$	3.08
740.8065.5450.000	HEART OF IOWA COMMUNICATIONS CO-OP	WPCP	\$	17.03
740.8065.5450.000	HEART OF IOWA COMMUNICATIONS CO-OP	PW Bldg	\$	22.02
740.8065.5481.000	ALLIANT ENERGY	N 3rd Ave - WPCP	\$	308.09
740.8065.5481.000	ALLIANT ENERGY	301 N 18TH AVE LIFTSTATION	\$	581.39
740.8065.5570.000	MARSHALL COUNTY TREASURER	May Fuel bill	\$	327.13
740.8065.5571.000	MARSHALL COUNTY TREASURER	May Fuel bill	\$	125.84
740.8065.5600.000	CTI Ready Mix Inc	Storm intake rebuild	\$	287.21
740.8065.5600.000	THEISENS SUPPLY INC	silicone caulk, bolts and washers	\$	8.32

740.8065.5600.000	THEISENS SUPPLY INC	Gate parts	\$ 39.96
740.8065.5718.000	THEISENS SUPPLY INC	DeWalt chain saw	\$ 75.60
740.8067.5342.000	WOODRUFF CONSTRUCTION, LLC	SMW20001 Riverview Park Wall & Paving	\$ 31,372.80
740.8067.5386.000	Manfull, Landon	Parks Contract mowings	\$ 600.00
750.8070.4310.000	IOWA WORKFORCE DEVELOPMENT	Balance and interest due on account	\$ (756.56)
750.8070.5192.070	IOWA WORKFORCE DEVELOPMENT	Balance and interest due on account	\$ 762.35
750.8070.5192.070	IOWA WORKFORCE DEVELOPMENT	Balance and interest due on account	\$ 2.24
750.8070.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$ 3.85
750.8070.5481.000	ALLIANT ENERGY	COMPOST PILE	\$ 73.74
881.1010.5339.000	Hunter Lane LLC	Paid medical claims	\$ 26.88
881.1010.5339.000	Occupational Medicine Plus PC	medical testing	\$ 132.00
881.1010.5339.000	Occupational Medicine Plus PC	medical testing	\$ 106.00
881.1050.5339.000	Hunter Lane LLC	Paid medical claims	\$ 619.51
884.7010.5980.000	Huston, Dale	health insurance premiums	\$ 304.06
886.2010.5216.000	ONE SOURCE-THE BACKGROUND CHECK CO	applicant checks	\$ 15.00
886.2010.5339.000	MCFARLAND CLINIC PC	drug and alcohol testing	\$ 36.96
886.2060.5216.000	ONE SOURCE-THE BACKGROUND CHECK CO	applicant checks	\$ 15.00
951.1520.010	TREASURER ST OF IOWA	Sales and Use Tax	\$ (1,238.58)
951.1520.020	TREASURER ST OF IOWA	Sales and Use Tax	\$ (291.75)
999.1101.000	INTERNAL REVENUE SERVICE	Bi-Weekly Federal Taxes	\$ 27,885.60
999.1101.000	INTERNAL REVENUE SERVICE	Bi-Weekly Federal Taxes	\$ 13,047.30
999.1102.000	TREASURER STATE OF IOWA	Bi-Weekly Payroll SIT	\$ 12,780.80
999.1102.000	TREASURER STATE OF IOWA	Bi-Weekly Payroll SIT	\$ 5,395.53
999.1103.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Social Security	\$ 30,591.46
999.1103.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Social Security	\$ 4,324.70
999.1105.000	MUNICIPAL FIRE & POLICE RETIREMENT	PRIOR MONTH MFPRSI CONTRIBUTIONS	\$ 29,802.32
999.1105.000	MUNICIPAL FIRE & POLICE RETIREMENT	PRIOR MONTH MFPRSI CONTRIBUTIONS	\$ 34,743.61
999.1105.000	MUNICIPAL FIRE & POLICE RETIREMENT	PRIOR MONTH MFPRSI CONTRIBUTIONS	\$ 29,759.61
999.1105.000	MUNICIPAL FIRE & POLICE RETIREMENT	PRIOR MONTH MFPRSI CONTRIBUTIONS	\$ 33,611.55
999.1106.000	IOWA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	PRIOR MONTH IPERS CONTRIBUTIONS	\$ 34,166.64
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	\$ 5,643.74
999.1106.000	IOWA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	ROUNDING	\$ (0.06)
999.1106.000	IOWA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	PRIOR MONTH IPERS CONTRIBUTIONS	\$ 34,327.27
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	\$ 5,538.27
999.1107.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Medicare	\$ 9,591.24
999.1107.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Medicare	\$ 3,887.38
999.1111.000	IMWCA	Workers Comp Premium 25% downpayment	\$ 34,587.00
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	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	LINN COUNTY SHERIFF	PR WITHHOLDING	\$ 110.07
999.1121.000	Polk County Sheriff	PR WITHHOLDING	\$ 343.02
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.	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
999.1131.000	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
Payroll	Payroll	Payroll #11	\$ 330,169.26
TOTAL			\$ 1,510,511.29

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: 6/23/2022
RE: May Monthly Financial Statements

Policy Issue: N/A

☐ 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: Maintain a financially healthy organization

Recommendation: Staff recommends approving the May 2022 monthly financial statements

Budget Impact: N/A

Description/Background: The Finance department has prepared and reconciled the May 2022 financial statements for your review. The budget amendment is reflected in the statements. The attached reports include the following:

- Fund Balance Report, which includes the beginning balance at 6/30/21, the year-to-date revenues and expenses for 11 months and the ending fund cash balance.
- Cash & Investments Report, which includes current balances and interest rates for all city investments.
- Monthly Budget Report, which reflects monthly and year-to-date revenues and expenses by each fund and then in summary. If the YTD Activity amount is less than the YTD Budget amount, it will show as unfavorable for revenues and favorable for expenses.

Items of interest this month:

*We received \$120,640 from FEMA for the Tornado Category Z Administration. This was posted to the tornado funds of 146, 147, 618, and 742, so these now have a zero fund balance. The remaining balance was posted to fund 145.

*We received \$92,277 from FEMA for the 90% federal share of the Derecho Category B emergency response including overtime, equipment usage, and materials. This was shown in fund 149.

*\$1,800,575 was received for property tax, utility excise tax, and TIF this month.

*The semi-annual bond principal and interest payments were made totaling \$6,064,997

*203,000 was paid for the demolition of 3 city owned properties, which is part of fund 355.

CITY COUNCIL

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



Fund	Beginning Balance	Total Revenues	Total Expenses	Ending Balance
001 - GENERAL FUND	3,567,795.12	14,429,354.57	14,714,222.87	3,282,926.82
010 - CASH FLOW RESERVE FUND	2,476,383.21	120,576.12	-	2,596,959.33
030 - CAPITAL RESERVE	-	351,612.00	405,629.22	(54,017.22)
031 - CAPITAL RSRV-BLDG MAINT	341,534.20	2,708.26	84,327.34	259,915.12
032 - CIP LARGE VEHICLE/EQUIPMENT	(110,377.15)	117,494.37	7,117.22	-
050 - COLISEUM ACTIVITY FUND	-	-	-	-
110 - ROAD USE TAX	5,601,593.86	3,331,217.54	2,645,234.37	6,287,577.03
112 - EMPLOYEE BENEFITS FUND	3,176,821.36	2,809,091.35	1,987,061.83	3,998,850.88
117 - POLICE/FIRE RETIREMENT	542,719.16	1,265,959.60	960,086.56	848,592.20
119 - EMERGENCY FUND	-	247,727.97	145,047.66	102,680.31
121 - LOCAL OPTION SALES TAX	5,487,716.86	4,594,791.71	3,671,775.83	6,410,732.74
125 - TAX INCREMENT FINANCING	303,191.51	921,386.81	372,490.28	852,088.04
126 - TIF-LMI	27,806.10	152.00	27,958.10	-
130 - CITY TORT LIABILITY	659,947.57	323,820.17	889,485.39	94,282.35
131 - SPECIAL ASSESSMENTS SURPLUS	-	-	-	-
132 - GRANTS-STATE/LOCAL AGENCIES	(5,036.79)	678,563.97	865,305.74	(191,778.56)
133 - UNDESIGNATED FEDERAL GRANTS	-	-	23,393.59	(23,393.59)
140 - PARK & REC DONATION FUND	127,747.45	84,274.72	28,066.91	183,955.26
141 - MTOWN TENNIS ASSOC	2,794.99	24.06	-	2,819.05
142 - SOFTBALL ASSOCIATION FUND	7,846.47	323.99	22,043.69	(13,873.23)
144 - LIVE HEALTHY IOWA	5,086.09	1,037.25	-	6,123.34
145 - TORNADO GENERAL	46,043.33	185,873.13	-	231,916.46
146 - FEMA VALOR	(55,164.71)	55,164.71	-	-
147 - FEMA DEMO	(16,074.93)	16,074.93	-	-
148 - FEMA-COVID19	(15,258.99)	10,556.73	10,946.21	(15,648.47)
149 - FEMA - WINDS	(4,340,242.96)	137,829.99	361,075.53	(4,563,488.50)
150 - LOCAL PD GRANTS	-	37,758.75	50,386.29	(12,627.54)
151 - DEPT OF JUSTICE GRANTS	(8,719.91)	19,676.37	49,513.06	(38,556.60)
152 - POLICE UNDESIGNATED GRANTS	(17,735.98)	114,480.57	116,282.27	(19,537.68)
153 - POLICE DEPT DONATION FUND	91,808.70	5,857.69	32,184.01	65,482.38
156 - FIRE DEPT DONATION FUND	97,948.53	3,842.82	38,300.62	63,490.73
157 - FIRE DEPT GRANTS	4,924.79	42.40	-	4,967.19
160 - ECONOMIC DEVELOPMENT GIFT	53,156.38	457.56	-	53,613.94
161 - SURETY DEPOSITS/SUBDIVIDER	11,089.79	95.47	-	11,185.26
170 - LIBRARY DONATION FUND	112,894.69	25,305.60	18,853.60	119,346.69
177 - SEIZED ASSETS (POLICE)	36,257.32	6,754.15	13,600.34	29,411.13
179 - OTHER COMM AND ECON DEVELOPMENT	79,157.96	681.40	-	79,839.36
180 - HOUSING GRANTS	27,833.65	239.59	-	28,073.24
183 - FY 08 EDI (ECON DEV INCENTIVE)	(13,389.25)	-	-	(13,389.25)
184 - VOUCHERS - 002, 003	131,098.97	1,166,580.04	1,128,583.16	169,095.85
189 - #6 HUD LEAD GRANT	(13,016.78)	405,515.40	501,649.50	(109,150.88)
Fund	Beginning Balance	Total Revenues	Total Expenses	Ending Balance
200 - GO BONDS DEBT FUND	125,335.52	3,849,205.84	5,284,917.00	(1,310,375.64)
300 - CIP COLLECTION FUND	455,875.42	623,699.27	461,191.49	618,383.20
310 - FEDERAL STREET GRANTS	40,092.42	(30.42)	40,062.00	-
311 - RISE STREET GRANTS	-	219,587.84	232,913.75	(13,325.91)
312 - AIRPORT PROJECT FUND	1,707,289.39	695,440.27	2,449,473.67	(46,744.01)
320 - SPECIAL ASSESSMENT PROJECTS	(15,047.95)	537.00	-	(14,510.95)
340 - BIKE PATH PROJECT FUND	(132,190.44)	148,159.53	66,951.26	(50,982.17)
341 - TREES FOREVER PROJECT	22,727.03	32,511.72	19,810.39	35,428.36
350 - GO BONDS CAPITAL PROJECTS	9,034.46	77.77	-	9,112.23
354 - POLICE & FIRE STATIONS	604,756.91	5,083.40	82,741.91	527,098.40
355 - 2015 GO BONDS (D&D)	13,404.73	1,326,828.53	859,672.85	480,560.41
360 - 2019 GO BONDS & PROJECTS	3,189,664.60	15,801.80	1,873,384.34	1,332,082.06
361 - LIBRARY BUILDING ADDITION	1,572.80	13.56	-	1,586.36
362 - 2020 GO BONDS	1,126,310.11	414,724.73	818,333.76	722,701.08
363 - 2021 GO BONDS	-	9,695,926.73	1,691,273.43	8,004,653.30
381 - 2019 CY STREET, SIDEWALK, PARKING PROJEC	746,755.34	390,671.06	1,107,786.24	29,640.16
383 - COLISEUM REMODEL	-	32,312.19	32,312.19	-
389 - AMERICAN RESCUE PLAN	-	1,993,589.42	-	1,993,589.42
392 - TIF DISTRICT III CAP PROJECTS	7,140.12	61.46	-	7,201.58
395 - ECONOMIC DEVELOPMENT PROJECT FUND	-	1,218,371.91	1,246,503.78	(28,131.87)
610 - WATER POLLUTION CONTROL	2,465.14	4,482,587.68	6,037,832.77	(1,552,779.95)
611 - WPCP REVENUE	18,204,827.68	7,509,229.26	4,606,030.83	21,108,026.11
612 - WPCP REVENUE BOND FUND	(3,837.86)	659,029.96	660,192.10	(5,000.00)
613 - SEWER I/I PROJECT	-	-	-	-
614 - WPCP CAPITAL IMPROVEMENT RSRV	1,083,798.98	9,329.23	-	1,093,128.21
615 - WPCP PLANT & IMPROVEMENTS	-	125,005.50	351,408.12	(226,402.62)
616 - SANITARY SEWER REHAB PROJECT	-	-	873.00	(873.00)
617 - SANITARY SEWER NEW CONSTRUCTN	142,643.84	8,156.00	2,900.00	147,899.84
618 - TORNADO-WPCP	(580.97)	580.97	-	-
690 - TRANSIT OPERATING	483,353.76	906,209.84	766,092.78	623,470.82
740 - STORM SEWER UTILITY	2,259,467.96	1,283,470.78	1,913,213.85	1,629,724.89
741 - 2016 GO STORM WATER PROJ	3,009,646.81	14,534.43	1,685,321.21	1,338,860.03
742 - TORNADO - STORM/SEWER	(898.25)	898.25	-	-
750 - COMPOSTING FACILITY	100,150.95	90,210.15	64,440.49	125,920.61
760 - P&R CONCESSIONS ENTERPRISE	(17,546.78)	20,129.93	33,194.99	(30,611.84)
881 - OCCUPATIONAL INSURANCE ESCROW	32,652.43	136,596.15	89,023.23	80,225.35
884 - GROUP HEALTH INSURANCE ESCROW	1,547,599.17	2,619,160.88	3,366,302.47	800,457.58
886 - WORKMAN'S COMP DEDUCTIBLE FUND	36,513.15	310.23	1,089.20	35,734.18
910 - POLICE PENSION - T & A	-	7,012.88	7,012.88	-
913 - 911 COMMISSION	(78,883.05)	936,337.99	942,066.96	(84,612.02)
951 - SALES TAX REIMBURSEMENT	(1,672.84)	5,963.93	5,822.64	(1,531.55)
952 - SURETY BONDS/DEPOSITS	4,002.87	301.42	-	4,304.29
	53,132,604.06	70,950,532.83	65,970,766.77	58,112,370.12

Account	Name	Ending Balance	Interest Rate
BalObject: 0110 - P&R Deposits			
999.0110.100	GWB P&R Deposits	148,917.15	1.00
	Total BalObject: 0110 - P&R Deposits :	148,917.15	
BalObject: 0111 - Operating			
999.0111.100	GWB Operating	727,528.26	1.00
	Total BalObject: 0111 - Operating:	727,528.26	
BalObject: 0113 - Payroll			
999.0113.100	GWB Payroll	349,947.79	1.00
	Total BalObject: 0113 - Payroll:	349,947.79	
BalObject: 0114 - Dev Inspections			
999.0114.100	GWB Dev Inspections	33,004.81	1.00
	Total BalObject: 0114 - Dev Inspections:	33,004.81	
BalObject: 0115 - HUD Admin			
999.0115.100	GWB HUD Admin	164,831.92	1.00
	Total BalObject: 0115 - HUD Admin:	164,831.92	
BalObject: 0116 - HUD HAP			
999.0116.100	GWB HUD HAP	5,865.82	1.00
	Total BalObject: 0116 - HUD HAP:	5,865.82	
BalObject: 0117 - Police			
999.0117.100	GWB Police	30,345.92	1.00
	Total BalObject: 0117 - Police:	30,345.92	
BalObject: 0120 - PETTY CASH			
001.0120.000	PETTY CASH - RECORDS	100.00	0.00
750.0120.000	PETTY CASH	300.00	0.00
760.0120.000	PETTY CASH	350.00	
	Total BalObject: 0120 - PETTY CASH:	750.00	
BalObject: 0121 - PETTY CASH-SWIMMING POOLS			
001.0121.000	PETTY CASH-SWIMMING POOLS	300.00	0.00
	Total BalObject: 0121 - PETTY CASH-SWIMMING	300.00	
BalObject: 0122 - PETTY CASH-CITY CLERK			
001.0122.000	PETTY CASH-CITY CLERK	200.00	0.00
	Total BalObject: 0122 - PETTY CASH-CITY CLERK:	200.00	
BalObject: 0123 - PETTY CASH-LIBRARY			
001.0123.000	PETTY CASH-LIBRARY	100.00	0.00
	Total BalObject: 0123 - PETTY CASH-LIBRARY:	100.00	
BalObject: 0125 - PETTY CASH-PARK			
001.0125.000	PETTY CASH-PARK	225.00	0.00
	Total BalObject: 0125 - PETTY CASH-PARK:	225.00	
BalObject: 0130 - CASH HELD BY INSUR ADMIN			
885.0130.000	CASH HELD BY INSUR ADMI	1.00	0.00
	Total BalObject: 0130 - CASH HELD BY INSUR ADMI	1.00	
BalObject: 0216 - GREAT WESTERN BANK MM			
999.0216.000	GREAT WESTERN BANK MM	56,654,274.83	1.00
	Total BalObject: 0216 - GREAT WESTERN BANK MM	56,654,274.83	
BalObject: 0999 - POOLED CASH			
999.0999.000	POOLED CASH	(3,922.38)	0.00
	Total BalObject: 0999 - POOLED CASH:	(3,922.38)	
		58,112,370.12	
		58,112,370.12	



City of Marshalltown, IA

Monthly Budget Report - Marshalltown

Group Summary

For Fiscal: Current Period Ending: 05/31/2022

Account Typ...	May Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Fund: 001 - GENERAL FUND					
Revenue	1,302,388.68	15,425,756.06	14,429,354.57	-996,401.49	16,829,943.50
Expense	1,132,050.06	15,422,968.44	14,714,222.87	708,745.57	16,829,943.84
Total Fund: 001 - GENERAL FUND:	170,338.62	2,787.62	-284,868.30	-287,655.92	-0.34
Fund: 010 - CASH FLOW RESERVE FUND					
Revenue	2,057.84	111,854.27	120,576.12	8,721.85	122,023.00
Total Fund: 010 - CASH FLOW RESERVE FUND:	2,057.84	111,854.27	120,576.12	8,721.85	122,023.00
Fund: 030 - CAPITAL RESERVE					
Revenue	0.00	724,417.43	351,612.00	-372,805.43	790,274.00
Expense	42,680.94	724,351.21	405,629.22	318,721.99	790,274.00
Total Fund: 030 - CAPITAL RESERVE:	-42,680.94	66.22	-54,017.22	-54,083.44	0.00
Fund: 031 - CAPITAL RSRV-BLDG MAINT					
Revenue	205.96	1,375.00	2,708.26	1,333.26	1,500.00
Expense	0.00	160,664.02	84,327.34	76,336.68	175,270.00
Total Fund: 031 - CAPITAL RSRV-BLDG MAINT:	205.96	-159,289.02	-81,619.08	77,669.94	-173,770.00
Fund: 032 - CIP LARGE VEHICLE/EQUIPMENT					
Revenue	0.00	107,687.91	117,494.37	9,806.46	117,494.00
Expense	0.00	6,523.11	7,117.22	-594.11	7,117.00
Total Fund: 032 - CIP LARGE VEHICLE/EQUIPMENT:	0.00	101,164.80	110,377.15	9,212.35	110,377.00
Fund: 110 - ROAD USE TAX					
Revenue	159,511.08	3,116,666.63	3,331,217.54	214,550.91	3,400,000.00
Expense	168,883.56	3,735,976.42	2,645,234.37	1,090,742.05	4,076,150.00
Total Fund: 110 - ROAD USE TAX:	-9,372.48	-619,309.79	685,983.17	1,305,292.96	-676,150.00
Fund: 112 - EMPLOYEE BENEFITS FUND					
Revenue	340,411.96	2,609,632.52	2,809,091.35	199,458.83	2,846,872.00
Expense	0.00	2,505,670.86	1,987,061.83	518,609.03	2,734,553.00
Total Fund: 112 - EMPLOYEE BENEFITS FUND:	340,411.96	103,961.66	822,029.52	718,067.86	112,319.00
Fund: 117 - POLICE/FIRE RETIREMENT					
Revenue	153,611.15	1,193,557.53	1,265,959.60	72,402.07	1,302,063.00
Expense	0.00	1,150,906.02	960,086.56	190,819.46	1,255,534.00
Total Fund: 117 - POLICE/FIRE RETIREMENT:	153,611.15	42,651.51	305,873.04	263,221.53	46,529.00
Fund: 119 - EMERGENCY FUND					
Revenue	30,020.75	231,091.52	247,727.97	16,636.45	252,100.00

Monthly Budget Report - Marshalltown

For Fiscal: Current Period Ending: 05/31/2022

Account Typ...	May Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Expense	0.00	230,698.38	145,047.66	85,650.72	251,671.00
Total Fund: 119 - EMERGENCY FUND:	30,020.75	393.14	102,680.31	102,287.17	429.00
Fund: 121 - LOCAL OPTION SALES TAX					
Revenue	366,402.51	4,546,323.65	4,594,791.71	48,468.06	4,959,626.00
Expense	24,968.25	5,382,193.41	3,671,775.83	1,710,417.58	5,872,252.00
Total Fund: 121 - LOCAL OPTION SALES TAX:	341,434.26	-835,869.76	923,015.88	1,758,885.64	-912,626.00
Fund: 125 - TAX INCREMENT FINANCING					
Revenue	87,994.97	851,233.90	921,386.81	70,152.91	928,619.00
Expense	101,744.57	875,088.28	372,490.28	502,598.00	954,642.00
Total Fund: 125 - TAX INCREMENT FINANCING:	-13,749.60	-23,854.38	548,896.53	572,750.91	-26,023.00
Fund: 126 - TIF-LMI					
Revenue	0.00	0.00	152.00	152.00	0.00
Expense	0.00	25,488.76	27,958.10	-2,469.34	27,806.00
Total Fund: 126 - TIF-LMI:	0.00	-25,488.76	-27,806.10	-2,317.34	-27,806.00
Fund: 130 - CITY TORT LIABILITY					
Revenue	3,615.71	620,817.34	323,820.17	-296,997.17	677,432.00
Expense	68,433.36	899,422.70	889,485.39	9,937.31	981,428.00
Total Fund: 130 - CITY TORT LIABILITY:	-64,817.65	-278,605.36	-565,665.22	-287,059.86	-303,996.00
Fund: 132 - GRANTS-STATE/LOCAL AGENCIES					
Revenue	10,000.00	1,251,733.78	678,563.97	-573,169.81	1,366,007.00
Expense	21,578.50	1,260,534.33	865,305.74	395,228.59	1,375,584.00
Total Fund: 132 - GRANTS-STATE/LOCAL AGENCIES:	-11,578.50	-8,800.55	-186,741.77	-177,941.22	-9,577.00
Fund: 133 - UNDESIGNATED FEDERAL GRANTS					
Revenue	0.00	184,405.32	0.00	-184,405.32	201,250.00
Expense	9,063.75	182,608.58	23,393.59	159,214.99	199,250.00
Total Fund: 133 - UNDESIGNATED FEDERAL GRANTS:	-9,063.75	1,796.74	-23,393.59	-25,190.33	2,000.00
Fund: 140 - PARK & REC DONATION FUND					
Revenue	12,261.99	58,575.00	84,274.72	25,699.72	63,900.00
Expense	11,279.50	56,429.67	28,066.91	28,362.76	61,560.00
Total Fund: 140 - PARK & REC DONATION FUND:	982.49	2,145.33	56,207.81	54,062.48	2,340.00
Fund: 141 - MTOWN TENNIS ASSOC					
Revenue	2.23	18.26	24.06	5.80	20.00
Total Fund: 141 - MTOWN TENNIS ASSOC:	2.23	18.26	24.06	5.80	20.00
Fund: 142 - SOFTBALL ASSOCIATION FUND					
Revenue	2.37	25,399.11	323.99	-25,075.12	27,708.12
Expense	3,021.66	32,566.16	22,043.69	10,522.47	35,554.59
Total Fund: 142 - SOFTBALL ASSOCIATION FUND:	-3,019.29	-7,167.05	-21,719.70	-14,552.65	-7,846.47
Fund: 144 - LIVE HEALTHY IOWA					
Revenue	4.85	6,908.88	1,037.25	-5,871.63	7,540.00

Monthly Budget Report - Marshalltown

For Fiscal: Current Period Ending: 05/31/2022

Account Typ...	May Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Expense	0.00	6,910.97	0.00	6,910.97	7,540.00
Total Fund: 144 - LIVE HEALTHY IOWA :	4.85	-2.09	1,037.25	1,039.34	0.00
Fund: 145 - TORNADO GENERAL					
Revenue	47,921.45	219,879.77	185,873.13	-34,006.64	239,869.00
Expense	0.00	1,355.42	0.00	1,355.42	1,479.00
Total Fund: 145 - TORNADO GENERAL:	47,921.45	218,524.35	185,873.13	-32,651.22	238,390.00
Fund: 146 - FEMA VALOR					
Revenue	55,164.71	50,567.88	55,164.71	4,596.83	55,165.00
Total Fund: 146 - FEMA VALOR:	55,164.71	50,567.88	55,164.71	4,596.83	55,165.00
Fund: 147 - FEMA DEMO					
Revenue	16,074.93	14,033.03	16,074.93	2,041.90	15,315.00
Total Fund: 147 - FEMA DEMO:	16,074.93	14,033.03	16,074.93	2,041.90	15,315.00
Fund: 148 - FEMA-COVID19					
Revenue	0.00	9,673.29	10,556.73	883.44	10,557.00
Expense	1,772.46	9,349.78	10,946.21	-1,596.43	10,200.00
Total Fund: 148 - FEMA-COVID19:	-1,772.46	323.51	-389.48	-712.99	357.00
Fund: 149 - FEMA - WINDS					
Revenue	119,733.74	4,559,198.05	137,829.99	-4,421,368.06	4,973,821.00
Expense	2,398.76	776,908.88	361,075.53	415,833.35	847,837.00
Total Fund: 149 - FEMA - WINDS:	117,334.98	3,782,289.17	-223,245.54	-4,005,534.71	4,125,984.00
Fund: 150 - LOCAL PD GRANTS					
Revenue	4,209.17	50,396.50	37,758.75	-12,637.75	55,000.00
Expense	8,418.35	49,741.23	50,386.29	-645.06	54,285.00
Total Fund: 150 - LOCAL PD GRANTS:	-4,209.18	655.27	-12,627.54	-13,282.81	715.00
Fund: 151 - DEPT OF JUSTICE GRANTS					
Revenue	0.00	74,051.89	19,676.37	-54,375.52	80,790.00
Expense	15,121.99	68,126.74	49,513.06	18,613.68	74,350.00
Total Fund: 151 - DEPT OF JUSTICE GRANTS:	-15,121.99	5,925.15	-29,836.69	-35,761.84	6,440.00
Fund: 152 - POLICE UNDESIGNATED GRANTS					
Revenue	0.00	157,964.51	114,480.57	-43,483.94	172,394.00
Expense	22,457.43	143,994.73	116,282.27	27,712.46	157,130.00
Total Fund: 152 - POLICE UNDESIGNATED GRANTS:	-22,457.43	13,969.78	-1,801.70	-15,771.48	15,264.00
Fund: 153 - POLICE DEPT DONATION FUND					
Revenue	271.00	5,223.13	5,857.69	634.56	5,700.00
Expense	225.58	29,759.40	32,184.01	-2,424.61	32,478.00
Total Fund: 153 - POLICE DEPT DONATION FUND:	45.42	-24,536.27	-26,326.32	-1,790.05	-26,778.00
Fund: 156 - FIRE DEPT DONATION FUND					
Revenue	50.31	3,758.26	3,842.82	84.56	4,100.00
Expense	0.00	42,166.52	38,300.62	3,865.90	46,000.00

Monthly Budget Report - Marshalltown

For Fiscal: Current Period Ending: 05/31/2022

Account Typ...	May Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Total Fund: 156 - FIRE DEPT DONATION FUND:	50.31	-38,408.26	-34,457.80	3,950.46	-41,900.00
Fund: 157 - FIRE DEPT GRANTS					
Revenue	3.94	55.00	42.40	-12.60	60.00
Total Fund: 157 - FIRE DEPT GRANTS:	3.94	55.00	42.40	-12.60	60.00
Fund: 160 - ECONOMIC DEVELOPMENT GIFT					
Revenue	42.48	320.76	457.56	136.80	350.00
Total Fund: 160 - ECONOMIC DEVELOPMENT GIFT:	42.48	320.76	457.56	136.80	350.00
Fund: 161 - SURETY DEPOSITS/SUBDIVIDER					
Revenue	8.86	169.51	95.47	-74.04	185.00
Total Fund: 161 - SURETY DEPOSITS/SUBDIVIDER:	8.86	169.51	95.47	-74.04	185.00
Fund: 170 - LIBRARY DONATION FUND					
Revenue	350.05	76,417.77	25,305.60	-51,112.17	83,365.00
Expense	3,749.09	92,826.80	18,853.60	73,973.20	101,290.00
Total Fund: 170 - LIBRARY DONATION FUND:	-3,399.04	-16,409.03	6,452.00	22,861.03	-17,925.00
Fund: 177 - SEIZED ASSETS (POLICE)					
Revenue	26.09	6,185.08	6,754.15	569.07	6,750.00
Expense	402.00	11,366.96	13,600.34	-2,233.38	12,405.00
Total Fund: 177 - SEIZED ASSETS (POLICE):	-375.91	-5,181.88	-6,846.19	-1,664.31	-5,655.00
Fund: 179 - OTHER COMM AND ECON DEVELOPMENT					
Revenue	63.27	366.63	681.40	314.77	400.00
Expense	0.00	72,898.98	0.00	72,898.98	79,558.00
Total Fund: 179 - OTHER COMM AND ECON DEVELOPMENT:	63.27	-72,532.35	681.40	73,213.75	-79,158.00
Fund: 180 - HOUSING GRANTS					
Revenue	22.25	275.00	239.59	-35.41	300.00
Expense	0.00	25,779.16	0.00	25,779.16	28,134.00
Total Fund: 180 - HOUSING GRANTS:	22.25	-25,504.16	239.59	25,743.75	-27,834.00
Fund: 184 - VOUCHERS - 002, 003					
Revenue	119,252.23	1,147,959.34	1,166,580.04	18,620.70	1,252,320.00
Expense	103,493.62	1,132,039.48	1,128,583.16	3,456.32	1,235,018.00
Total Fund: 184 - VOUCHERS - 002, 003:	15,758.61	15,919.86	37,996.88	22,077.02	17,302.00
Fund: 189 - #6 HUD LEAD GRANT					
Revenue	7.67	1,572,899.79	405,515.40	-1,167,384.39	1,715,933.99
Expense	74,009.26	1,460,589.79	501,649.50	958,940.29	1,593,943.00
Total Fund: 189 - #6 HUD LEAD GRANT:	-74,001.59	112,310.00	-96,134.10	-208,444.10	121,990.99
Fund: 200 - GO BONDS DEBT FUND					
Revenue	119,156.86	4,885,471.69	3,849,205.84	-1,036,265.85	5,329,983.00
Expense	4,818,700.00	4,845,525.41	5,284,917.00	-439,391.59	5,288,143.00
Total Fund: 200 - GO BONDS DEBT FUND:	-4,699,543.14	39,946.28	-1,435,711.16	-1,475,657.44	41,840.00

Monthly Budget Report - Marshalltown

For Fiscal: Current Period Ending: 05/31/2022

Account Typ...	May Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Fund: 300 - CIP COLLECTION FUND					
Revenue	75,541.73	581,394.77	623,699.27	42,304.50	634,249.00
Expense	0.00	760,817.53	461,191.49	299,626.04	829,999.00
Total Fund: 300 - CIP COLLECTION FUND:	75,541.73	-179,422.76	162,507.78	341,930.54	-195,750.00
Fund: 310 - FEDERAL STREET GRANTS					
Revenue	0.00	27.50	-30.42	-57.92	30.00
Expense	0.00	36,778.50	40,062.00	-3,283.50	40,122.00
Total Fund: 310 - FEDERAL STREET GRANTS:	0.00	-36,751.00	-40,092.42	-3,341.42	-40,092.00
Fund: 311 - RISE STREET GRANTS					
Revenue	0.00	2,387,783.42	219,587.84	-2,168,195.58	2,605,897.00
Expense	8,449.00	2,389,835.91	232,913.75	2,156,922.16	2,607,957.00
Total Fund: 311 - RISE STREET GRANTS:	-8,449.00	-2,052.49	-13,325.91	-11,273.42	-2,060.00
Fund: 312 - AIRPORT PROJECT FUND					
Revenue	0.00	1,000,935.76	695,440.27	-305,495.49	1,091,930.00
Expense	0.00	2,720,451.25	2,449,473.67	270,977.58	2,967,781.00
Total Fund: 312 - AIRPORT PROJECT FUND:	0.00	-1,719,515.49	-1,754,033.40	-34,517.91	-1,875,851.00
Fund: 320 - SPECIAL ASSESSMENT PROJECTS					
Revenue	0.00	4,583.26	537.00	-4,046.26	5,000.00
Total Fund: 320 - SPECIAL ASSESSMENT PROJECTS:	0.00	4,583.26	537.00	-4,046.26	5,000.00
Fund: 340 - BIKE PATH PROJECT FUND					
Revenue	148,159.53	244,632.52	148,159.53	-96,472.99	266,872.00
Expense	3,164.70	94,169.02	66,951.26	27,217.76	102,730.00
Total Fund: 340 - BIKE PATH PROJECT FUND:	144,994.83	150,463.50	81,208.27	-69,255.23	164,142.00
Fund: 341 - TREES FOREVER PROJECT					
Revenue	38.07	13,841.63	32,511.72	18,670.09	15,100.00
Expense	365.99	23,898.93	19,810.39	4,088.54	26,072.00
Total Fund: 341 - TREES FOREVER PROJECT:	-327.92	-10,057.30	12,701.33	22,758.63	-10,972.00
Fund: 350 - GO BONDS CAPITAL PROJECTS					
Revenue	7.22	73.26	77.77	4.51	80.00
Expense	0.00	8,351.09	0.00	8,351.09	9,114.00
Total Fund: 350 - GO BONDS CAPITAL PROJECTS:	7.22	-8,277.83	77.77	8,355.60	-9,034.00
Fund: 354 - POLICE & FIRE STATIONS					
Revenue	417.68	5,105.76	5,083.40	-22.36	5,570.00
Expense	62,984.56	559,464.18	82,741.91	476,722.27	610,327.00
Total Fund: 354 - POLICE & FIRE STATIONS:	-62,566.88	-554,358.42	-77,658.51	476,699.91	-604,757.00
Fund: 355 - 2015 GO BONDS (D&D)					
Revenue	0.00	1,234,600.84	1,326,828.53	92,227.69	1,347,368.00
Expense	236,455.24	815,116.50	859,672.85	-44,556.35	889,500.00
Total Fund: 355 - 2015 GO BONDS (D&D):	-236,455.24	419,484.34	467,155.68	47,671.34	457,868.00

Monthly Budget Report - Marshalltown

For Fiscal: Current Period Ending: 05/31/2022

Account Typ...	May Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Fund: 360 - 2019 GO BONDS & PROJECTS					
Revenue	1,055.55	12,828.20	15,801.80	2,973.60	14,000.00
Expense	0.00	2,111,167.85	1,873,384.34	237,783.51	2,303,945.00
Total Fund: 360 - 2019 GO BONDS & PROJECTS:	1,055.55	-2,098,339.65	-1,857,582.54	240,757.11	-2,289,945.00
Fund: 361 - LIBRARY BUILDING ADDITION					
Revenue	1.26	9.13	13.56	4.43	10.00
Total Fund: 361 - LIBRARY BUILDING ADDITION:	1.26	9.13	13.56	4.43	10.00
Fund: 362 - 2020 GO BONDS					
Revenue	572.67	379,302.33	414,724.73	35,422.40	413,950.00
Expense	0.00	834,750.73	818,333.76	16,416.97	910,986.00
Total Fund: 362 - 2020 GO BONDS:	572.67	-455,448.40	-403,609.03	51,839.37	-497,036.00
Fund: 363 - 2021 GO BONDS					
Revenue	6,342.93	8,777,229.89	9,695,926.73	918,696.84	9,575,160.00
Expense	66,997.00	4,423,896.62	1,691,273.43	2,732,623.19	4,826,678.00
Total Fund: 363 - 2021 GO BONDS:	-60,654.07	4,353,333.27	8,004,653.30	3,651,320.03	4,748,482.00
Fund: 381 - 2019 CY STREET,SIDEWALK,PARKING PROJECTS					
Revenue	23.49	413,817.25	390,671.06	-23,146.19	451,617.00
Expense	0.00	1,028,909.75	1,107,786.24	-78,876.49	1,122,679.38
Total Fund: 381 - 2019 CY STREET,SIDEWALK,PARKING PROJECTS:	23.49	-615,092.50	-717,115.18	-102,022.68	-671,062.38
Fund: 383 - COLISEUM REMODEL					
Revenue	0.00	27,441.26	32,312.19	4,870.93	29,948.00
Expense	0.00	27,351.39	32,312.19	-4,960.80	29,850.00
Total Fund: 383 - COLISEUM REMODEL:	0.00	89.87	0.00	-89.87	98.00
Fund: 389 - AMERICAN RESCUE PLAN					
Revenue	0.00	1,827,457.50	1,993,589.42	166,131.92	1,993,590.00
Expense	0.00	211,277.66	0.00	211,277.66	230,577.00
Total Fund: 389 - AMERICAN RESCUE PLAN:	0.00	1,616,179.84	1,993,589.42	377,409.58	1,763,013.00
Fund: 392 - TIF DISTRICT III CAP PROJECTS					
Revenue	5.71	45.76	61.46	15.70	50.00
Total Fund: 392 - TIF DISTRICT III CAP PROJECTS:	5.71	45.76	61.46	15.70	50.00
Fund: 395 - ECONOMIC DEVELOPMENT PROJECT FUND					
Revenue	0.00	1,608,317.26	1,218,371.91	-389,945.35	1,754,714.00
Expense	28,131.87	1,808,982.12	1,246,503.78	562,478.34	1,974,225.00
Total Fund: 395 - ECONOMIC DEVELOPMENT PROJECT FUND:	-28,131.87	-200,664.86	-28,131.87	172,532.99	-219,511.00
Fund: 610 - WATER POLLUTION CONTROL					
Revenue	292.80	6,915,548.75	4,482,587.68	-2,432,961.07	7,544,235.00
Expense	1,554,762.07	6,917,127.36	6,037,832.77	879,294.59	7,546,701.00
Total Fund: 610 - WATER POLLUTION CONTROL:	-1,554,469.27	-1,578.61	-1,555,245.09	-1,553,666.48	-2,466.00

Monthly Budget Report - Marshalltown

For Fiscal: Current Period Ending: 05/31/2022

Account Typ...	May Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Fund: 611 - WPCP REVENUE					
Revenue	411,589.96	7,444,921.55	7,509,229.26	64,307.71	8,121,733.00
Expense	0.00	7,780,093.20	4,606,030.83	3,174,062.37	8,487,604.00
Total Fund: 611 - WPCP REVENUE:	411,589.96	-335,171.65	2,903,198.43	3,238,370.08	-365,871.00
Fund: 612 - WPCP REVENUE BOND FUND					
Revenue	0.00	608,760.35	659,029.96	50,269.61	664,220.00
Expense	0.00	605,114.73	660,192.10	-55,077.37	660,382.00
Total Fund: 612 - WPCP REVENUE BOND FUND:	0.00	3,645.62	-1,162.14	-4,807.76	3,838.00
Fund: 614 - WPCP CAPITAL IMPROVEMENT RSRV					
Revenue	866.20	22,916.63	9,329.23	-13,587.40	25,000.00
Total Fund: 614 - WPCP CAPITAL IMPROVEMENT RSRV:	866.20	22,916.63	9,329.23	-13,587.40	25,000.00
Fund: 615 - WPCP PLANT & IMPROVEMENTS					
Revenue	0.00	469,567.01	125,005.50	-344,561.51	512,460.00
Expense	69,790.12	469,755.00	351,408.12	118,346.88	512,460.00
Total Fund: 615 - WPCP PLANT & IMPROVEMENTS:	-69,790.12	-187.99	-226,402.62	-226,214.63	0.00
Fund: 616 - SANITARY SEWER REHAB PROJECT					
Expense	98.00	0.00	873.00	-873.00	0.00
Total Fund: 616 - SANITARY SEWER REHAB PROJECT:	98.00	0.00	873.00	-873.00	0.00
Fund: 617 - SANITARY SEWER NEW CONSTRUCTN					
Revenue	280.00	5,408.26	8,156.00	2,747.74	5,900.00
Expense	0.00	2,658.26	2,900.00	-241.74	2,900.00
Total Fund: 617 - SANITARY SEWER NEW CONSTRUCTN:	280.00	2,750.00	5,256.00	2,506.00	3,000.00
Fund: 618 - TORNADO-WPCP					
Revenue	580.97	532.51	580.97	48.46	581.00
Total Fund: 618 - TORNADO-WPCP:	580.97	532.51	580.97	48.46	581.00
Fund: 690 - TRANSIT OPERATING					
Revenue	188,962.70	792,938.08	906,209.84	113,271.76	865,044.00
Expense	67,226.24	814,809.60	766,092.78	48,716.82	889,146.00
Total Fund: 690 - TRANSIT OPERATING:	121,736.46	-21,871.52	140,117.06	161,988.58	-24,102.00
Fund: 740 - STORM SEWER UTILITY					
Revenue	93,353.30	2,020,221.83	1,283,470.78	-736,751.05	2,203,878.55
Expense	44,676.43	2,787,355.01	1,913,213.85	874,141.16	3,041,156.92
Total Fund: 740 - STORM SEWER UTILITY:	48,676.87	-767,133.18	-629,743.07	137,390.11	-837,278.37
Fund: 741 - 2016 GO STORM WATER PROJ					
Revenue	1,060.92	13,744.50	14,534.43	789.93	15,000.00
Expense	0.00	2,433,942.39	1,685,321.21	748,621.18	2,655,210.00
Total Fund: 741 - 2016 GO STORM WATER PROJ:	1,060.92	-2,420,197.89	-1,670,786.78	749,411.11	-2,640,210.00
Fund: 742 - TORNADO - STORM/SEWER					
Revenue	898.25	823.13	898.25	75.12	898.00

Monthly Budget Report - Marshalltown

For Fiscal: Current Period Ending: 05/31/2022

Account Typ...	May Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Total Fund: 742 - TORNADO - STORM/SEWER:	898.25	823.13	898.25	75.12	898.00
Fund: 750 - COMPOSTING FACILITY					
Revenue	11,439.06	79,645.94	90,210.15	10,564.21	86,887.00
Expense	4,971.29	138,260.32	64,440.49	73,819.83	150,846.00
Total Fund: 750 - COMPOSTING FACILITY:	6,467.77	-58,614.38	25,769.66	84,384.04	-63,959.00
Fund: 760 - P&R CONCESSIONS ENTERPRISE					
Revenue	5.11	37,583.26	20,129.93	-17,453.33	41,000.00
Expense	70.54	37,598.55	33,194.99	4,403.56	41,024.00
Total Fund: 760 - P&R CONCESSIONS ENTERPRISE:	-65.43	-15.29	-13,065.06	-13,049.77	-24.00
Fund: 881 - OCCUPATIONAL INSURANCE ESCROW					
Revenue	11,259.47	0.00	136,596.15	136,596.15	0.00
Expense	3,168.82	0.00	89,023.23	-89,023.23	0.00
Total Fund: 881 - OCCUPATIONAL INSURANCE ESCROW:	8,090.65	0.00	47,572.92	47,572.92	0.00
Fund: 884 - GROUP HEALTH INSURANCE ESCROW					
Revenue	279,020.78	0.00	2,619,160.88	2,619,160.88	0.00
Expense	372,418.01	0.00	3,366,302.47	-3,366,302.47	0.00
Total Fund: 884 - GROUP HEALTH INSURANCE ESCROW:	-93,397.23	0.00	-747,141.59	-747,141.59	0.00
Fund: 886 - WORKMAN'S COMP DEDUCTIBLE FUND					
Revenue	28.32	0.00	310.23	310.23	0.00
Expense	194.00	0.00	1,089.20	-1,089.20	0.00
Total Fund: 886 - WORKMAN'S COMP DEDUCTIBLE FUND:	-165.68	0.00	-778.97	-778.97	0.00
Fund: 910 - POLICE PENSION - T & A					
Revenue	0.00	0.00	7,012.88	7,012.88	0.00
Expense	0.00	0.00	7,012.88	-7,012.88	0.00
Total Fund: 910 - POLICE PENSION - T & A:	0.00	0.00	0.00	0.00	0.00
Fund: 913 - 911 COMMISION					
Revenue	84,380.17	0.00	936,337.99	936,337.99	0.00
Expense	78,210.54	0.00	942,066.96	-942,066.96	0.00
Total Fund: 913 - 911 COMMISION:	6,169.63	0.00	-5,728.97	-5,728.97	0.00
Report Total:	-4,969,552.20	-429,003.96	4,979,323.35	5,408,327.31	-479,650.57

Fund Summary

Fund	May Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
001 - GENERAL FUND	170,338.62	2,787.62	-284,868.30	-287,655.92	-0.34
010 - CASH FLOW RESERVE FUND	2,057.84	111,854.27	120,576.12	8,721.85	122,023.00
030 - CAPITAL RESERVE	-42,680.94	66.22	-54,017.22	-54,083.44	0.00
031 - CAPITAL RSRV-BLDG MAINT	205.96	-159,289.02	-81,619.08	77,669.94	-173,770.00
032 - CIP LARGE VEHICLE/EQUIPMI	0.00	101,164.80	110,377.15	9,212.35	110,377.00
110 - ROAD USE TAX	-9,372.48	-619,309.79	685,983.17	1,305,292.96	-676,150.00
112 - EMPLOYEE BENEFITS FUND	340,411.96	103,961.66	822,029.52	718,067.86	112,319.00
117 - POLICE/FIRE RETIREMENT	153,611.15	42,651.51	305,873.04	263,221.53	46,529.00
119 - EMERGENCY FUND	30,020.75	393.14	102,680.31	102,287.17	429.00
121 - LOCAL OPTION SALES TAX	341,434.26	-835,869.76	923,015.88	1,758,885.64	-912,626.00
125 - TAX INCREMENT FINANCING	-13,749.60	-23,854.38	548,896.53	572,750.91	-26,023.00
126 - TIF-LMI	0.00	-25,488.76	-27,806.10	-2,317.34	-27,806.00
130 - CITY TORT LIABILITY	-64,817.65	-278,605.36	-565,665.22	-287,059.86	-303,996.00
132 - GRANTS-STATE/LOCAL AGEN	-11,578.50	-8,800.55	-186,741.77	-177,941.22	-9,577.00
133 - UNDESIGNATED FEDERAL GR	-9,063.75	1,796.74	-23,393.59	-25,190.33	2,000.00
140 - PARK & REC DONATION FUNI	982.49	2,145.33	56,207.81	54,062.48	2,340.00
141 - MTOWN TENNIS ASSOC	2.23	18.26	24.06	5.80	20.00
142 - SOFTBALL ASSOCIATION FUN	-3,019.29	-7,167.05	-21,719.70	-14,552.65	-7,846.47
144 - LIVE HEALTHY IOWA	4.85	-2.09	1,037.25	1,039.34	0.00
145 - TORNADO GENERAL	47,921.45	218,524.35	185,873.13	-32,651.22	238,390.00
146 - FEMA VALOR	55,164.71	50,567.88	55,164.71	4,596.83	55,165.00
147 - FEMA DEMO	16,074.93	14,033.03	16,074.93	2,041.90	15,315.00
148 - FEMA-COVID19	-1,772.46	323.51	-389.48	-712.99	357.00
149 - FEMA - WINDS	117,334.98	3,782,289.17	-223,245.54	-4,005,534.71	4,125,984.00
150 - LOCAL PD GRANTS	-4,209.18	655.27	-12,627.54	-13,282.81	715.00
151 - DEPT OF JUSTICE GRANTS	-15,121.99	5,925.15	-29,836.69	-35,761.84	6,440.00
152 - POLICE UNDESIGNATED GRAI	-22,457.43	13,969.78	-1,801.70	-15,771.48	15,264.00
153 - POLICE DEPT DONATION FUN	45.42	-24,536.27	-26,326.32	-1,790.05	-26,778.00
156 - FIRE DEPT DONATION FUND	50.31	-38,408.26	-34,457.80	3,950.46	-41,900.00
157 - FIRE DEPT GRANTS	3.94	55.00	42.40	-12.60	60.00
160 - ECONOMIC DEVELOPMENT G	42.48	320.76	457.56	136.80	350.00
161 - SURETY DEPOSITS/SUBDIVIDI	8.86	169.51	95.47	-74.04	185.00
170 - LIBRARY DONATION FUND	-3,399.04	-16,409.03	6,452.00	22,861.03	-17,925.00
177 - SEIZED ASSETS (POLICE)	-375.91	-5,181.88	-6,846.19	-1,664.31	-5,655.00
179 - OTHER COMM AND ECON DE	63.27	-72,532.35	681.40	73,213.75	-79,158.00
180 - HOUSING GRANTS	22.25	-25,504.16	239.59	25,743.75	-27,834.00
184 - VOUCHERS - 002, 003	15,758.61	15,919.86	37,996.88	22,077.02	17,302.00
189 - #6 HUD LEAD GRANT	-74,001.59	112,310.00	-96,134.10	-208,444.10	121,990.99
200 - GO BONDS DEBT FUND	-4,699,543.14	39,946.28	-1,435,711.16	-1,475,657.44	41,840.00
300 - CIP COLLECTION FUND	75,541.73	-179,422.76	162,507.78	341,930.54	-195,750.00

Monthly Budget Report - Marshalltown
For Fiscal: Current Period Ending: 05/31/2022

310 - FEDERAL STREET GRANTS	0.00	-36,751.00	-40,092.42	-3,341.42	-40,092.00
311 - RISE STREET GRANTS	-8,449.00	-2,052.49	-13,325.91	-11,273.42	-2,060.00
312 - AIRPORT PROJECT FUND	0.00	-1,719,515.49	-1,754,033.40	-34,517.91	-1,875,851.00
320 - SPECIAL ASSESSMENT PROJEC	0.00	4,583.26	537.00	-4,046.26	5,000.00
340 - BIKE PATH PROJECT FUND	144,994.83	150,463.50	81,208.27	-69,255.23	164,142.00
341 - TREES FOREVER PROJECT	-327.92	-10,057.30	12,701.33	22,758.63	-10,972.00
350 - GO BONDS CAPITAL PROJECT	7.22	-8,277.83	77.77	8,355.60	-9,034.00
354 - POLICE & FIRE STATIONS	-62,566.88	-554,358.42	-77,658.51	476,699.91	-604,757.00
355 - 2015 GO BONDS (D&D)	-236,455.24	419,484.34	467,155.68	47,671.34	457,868.00
360 - 2019 GO BONDS & PROJECTS	1,055.55	-2,098,339.65	-1,857,582.54	240,757.11	-2,289,945.00
361 - LIBRARY BUILDING ADDITION	1.26	9.13	13.56	4.43	10.00
362 - 2020 GO BONDS	572.67	-455,448.40	-403,609.03	51,839.37	-497,036.00
363 - 2021 GO BONDS	-60,654.07	4,353,333.27	8,004,653.30	3,651,320.03	4,748,482.00
381 - 2019 CY STREET,SIDEWALK,P	23.49	-615,092.50	-717,115.18	-102,022.68	-671,062.38
383 - COLISEUM REMODEL	0.00	89.87	0.00	-89.87	98.00
389 - AMERICAN RESCUE PLAN	0.00	1,616,179.84	1,993,589.42	377,409.58	1,763,013.00
392 - TIF DISTRICT III CAP PROJECT	5.71	45.76	61.46	15.70	50.00
395 - ECONOMIC DEVELOPMENT P	-28,131.87	-200,664.86	-28,131.87	172,532.99	-219,511.00
610 - WATER POLLUTION CONTROL	-1,554,469.27	-1,578.61	-1,555,245.09	-1,553,666.48	-2,466.00
611 - WPCP REVENUE	411,589.96	-335,171.65	2,903,198.43	3,238,370.08	-365,871.00
612 - WPCP REVENUE BOND FUND	0.00	3,645.62	-1,162.14	-4,807.76	3,838.00
614 - WPCP CAPITAL IMPROVEMENT	866.20	22,916.63	9,329.23	-13,587.40	25,000.00
615 - WPCP PLANT & IMPROVEMENT	-69,790.12	-187.99	-226,402.62	-226,214.63	0.00
616 - SANITARY SEWER REHAB PRC	-98.00	0.00	-873.00	-873.00	0.00
617 - SANITARY SEWER NEW CONS	280.00	2,750.00	5,256.00	2,506.00	3,000.00
618 - TORNADO-WPCP	580.97	532.51	580.97	48.46	581.00
690 - TRANSIT OPERATING	121,736.46	-21,871.52	140,117.06	161,988.58	-24,102.00
740 - STORM SEWER UTILITY	48,676.87	-767,133.18	-629,743.07	137,390.11	-837,278.37
741 - 2016 GO STORM WATER PRC	1,060.92	-2,420,197.89	-1,670,786.78	749,411.11	-2,640,210.00
742 - TORNADO - STORM/SEWER	898.25	823.13	898.25	75.12	898.00
750 - COMPOSTING FACILITY	6,467.77	-58,614.38	25,769.66	84,384.04	-63,959.00
760 - P&R CONCESSIONS ENTERPR	-65.43	-15.29	-13,065.06	-13,049.77	-24.00
881 - OCCUPATIONAL INSURANCE	8,090.65	0.00	47,572.92	47,572.92	0.00
884 - GROUP HEALTH INSURANCE I	-93,397.23	0.00	-747,141.59	-747,141.59	0.00
886 - WORKMAN'S COMP DEDUCT	-165.68	0.00	-778.97	-778.97	0.00
910 - POLICE PENSION - T & A	0.00	0.00	0.00	0.00	0.00
913 - 911 COMMISSION	6,169.63	0.00	-5,728.97	-5,728.97	0.00
Report Total:	-4,969,552.20	-429,003.96	4,979,323.35	5,408,327.31	-479,650.57

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

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

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

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

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

Section 2. The contract for services shall begin on July 1, 2022, and continue through June 30, 2023, and remain in effect until the contract is terminated by either party by written notice at least 30 days prior to the date of cancellation.

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

Passed this 27th 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: Heather Thomas, Public Works Director
DATE: June 27, 2022
RE: FY 23 Iowa DOT Maintenance Agreement _ Highway 14

Policy Issue: Agreement approval pending City Council authorization.

☐ 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.

Recommendation: City Staff recommend approving agreement.

Budget Impact: Revenue in the amount of \$43,648.71 used towards reimbursement of Street Division expenses.

Description/Background: The City Street Division provides the day-to-day maintenance activities on Highway 14 within City limits from Iowa Avenue to Woodland Street, which equals 18.074 lane miles. Iowa DOT provides funding for the city to perform those maintenance activities.

This supplemental agreement is for July 1, 2022 to June 30, 2023 and is consistent with the agreement entered into on July 1, 2021.

The terms of the maintenance agreement have been reviewed by our Streets Superintendent who recommends approval.

Attachments: Iowa DOT Cover Letter & Supplemental Agreement

CITY COUNCIL

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



June 16, 2022

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

Subject: Fiscal Year 2023 Supplemental Maintenance Agreement with City of Marshalltown

Dear Heather,

Enclosed is a copy of the proposed Fiscal Year 2023 Supplemental Agreement for Maintenance of Primary Roads in Municipalities.

This agreement will be effective for the period beginning July 1, 2022 and ending June 30, 2023.

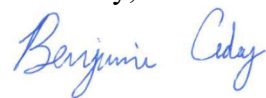
The terms of the agreement are the same as last year. The compensation rate is based on a weighted average of volume and segment length. No new maintenance activities have been added.

If you accept the proposed agreement, please sign and return a scanned copy by *email* or an original copy by *mail*. A scanned copy will be emailed to you for your records, and a paper copy can be mailed upon request.

Compensation for the prior fiscal year Supplemental Maintenance Agreement will be processed at the end of June.

If you have any questions, please contact me at 515-239-1194 or benjamin.adey@iowadot.us.

Sincerely,



Benjamin Adey
District 1 Staff Engineer – North Area

Enclosure

cc: Tony Gustafson, IA DOT, District 1
Allsion Smyth, IA DOT, District 1
Bob Ellis, IA DOT, District 1
Cheryl Parrish, IA DOT, District 1
File



Iowa Department of Transportation

SUPPLEMENTAL AGREEMENT

For Maintenance of Primary Roads in Municipalities

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

AGREEMENT:

- I. This Agreement supplements the Agreement for Maintenance and Repair of Primary Roads in Municipalities entered into by the parties on July 1, 2021, and in effect from July 1, 2021, to June 30, 2026.
- II. The Municipality agrees to perform and accept all responsibility for those maintenance activities listed in Sections I.B.1, I.B.3, I.B.4 and I.C.1 of the basic Agreement, with respect to the primary roads within the corporate limits of the Municipality specifically described in this section.

In consideration thereof, the Department agrees to pay the Municipality at the rate of \$ 2,415.00 / lane mile for acceptable work at the end of the fiscal year ending on June 30th:

Route	From	To	Lane Miles	Total Cost
Ia 14	Iowa Avenue	Woodland Street	18.074	\$43,648.71

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

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

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

- IV. This Supplemental Agreement may be terminated at any time by either party upon 30 days written notice.
- V. This Supplemental Agreement shall be in effect from July 1, 2022 to June 30, 2023 unless re-negotiated or terminated.

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

City of Marshalltown

MUNICIPALITY

By _____

Print Name:

Date _____

IOWA DEPARTMENT OF TRANSPORTATION

BY _____

Tony Gustafson, District 1 Engineer

Date _____

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

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

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

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

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

Section 2. The contract for services shall begin on July 1, 2022, and continue through June 30, 2023, and remain in effect until the contract is terminated by either party by written notice at least 30 days prior to the date of cancellation.

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

Passed this 27th 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: Heather Thomas, Public Works Director
DATE: June 27, 2022
RE: FY 23 Iowa DOT Maintenance Agreement _ Iowa Veterans Home

Policy Issue: Agreement approval pending City Council authorization.

☐ 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.

Recommendation: City Staff recommend approving agreement.

Budget Impact: Revenue in the amount of \$567.00 used towards reimbursement of Street Division expenses.

Description/Background: The City Street Division provides maintenance activities limited to street sweeping on roads within the Iowa Veterans Home, which equals 3.78 lane miles. Iowa DOT provides funding for the city to perform those maintenance activities.

This supplemental agreement is for July 1, 2022 to June 30, 2023 and is consistent with the agreement entered into on July 1, 2021.

The terms of the maintenance agreement have been reviewed by our Streets Superintendent who recommends approval.

Attachments: Iowa DOT Cover Letter & Supplemental Agreement

CITY COUNCIL

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



June 16, 2022

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

Subject: Fiscal Year 2023 Roadway Maintenance Agreement with City of Marshalltown for Roads within Iowa Veterans Home

Dear Heather,

Enclosed is a copy of the proposed Fiscal Year 2023 Roadway Maintenance Agreement for routine maintenance on institutional roads within Iowa Veterans Home.

This agreement will be effective for the period beginning 7/1/2022 and ending 6/30/2023.

The terms of the agreement are the same as last year.

If you accept the proposed agreement, please sign and return a scanned copy by *email* or an original copy by *mail*. A scanned copy will be emailed for your records, and a paper copy can be mailed upon request.

Compensation for the prior fiscal year Roadway Maintenance Agreement will be processed at the end of June.

If you have any questions, please contact me at 515-239-1194 or benjamin.adey@iowadot.us.

Sincerely,



Benjamin Adey
District 1 Staff Engineer - North Area

Enclosure

cc: Allison Smyth, IA DOT District 1
Bob Ellis, IA DOT District 1
Cheryl Parrish, IA DOT District 1
Tony Gustafson, IA DOT District 1



ROADWAY MAINTENANCE AGREEMENT

INSTITUTION Iowa Veterans Home
AGENCY _____
COUNTY _____
CITY Marshalltown

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

Institutional roads at the Iowa Veterans Home in Marshalltown, Iowa

1. ROUTINE MAINTENANCE

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

2. SPECIAL MAINTENANCE

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

3. PAYMENT

- A. It is agreed that payment for the routine maintenance operations will be made after the work has been completed for the fiscal year ending June 30, and payment for maintenance operations will be made after the work has been completed. It is also understood and agreed that the right is reserved by both Parties to review, adjust, or terminate this Agreement at any time, provided however that written notice be given either Party at least thirty days prior to such review, adjustment, or termination.
- B. Payment for routine maintenance at the rate of \$ 150.00 per lane mile per year.
Total lane miles 3.78 at \$ 150.00 per lane mile = \$ 567.00
- C. Payment for special maintenance shall be made as follows:

4. AGREEMENT TIME PERIOD

Beginning Date: 7/1/2022

Ending Date: 6/30/2023

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

RECOMMENDED FOR APPROVAL:

City of Marshalltown

(AGENCY) (COUNTY) (CITY) (BOARD)

BY _____

(DATE)

TITLE _____

IOWA DEPARTMENT OF TRANSPORTATION

BY _____

District Engineer

(DATE)

**A RESOLUTION APPROVING AN AFFIRMATIVE FAIR HOUSING POLICY FOR
THE CITY OF MARSHALLTOWN**

WHEREAS the City of Marshalltown administers housing programs and activities funded by the State of Iowa and U.S. Department of Housing and Urban Development; and

WHEREAS the City of Marshalltown has adopted the attached Affirmative Fair Housing Policy as required; and

WHEREAS the Housing & Community Development Director has been designated as the contact to coordinate efforts to comply with the policy; and

WHEREAS the City Council has reviewed the policy and found it to be in the best interest of the City.

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

Section 1. The City of Marshalltown has approved the attached Affirmative Fair Housing Policy.

Passed this 27th 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: 06/27/2022
RE: Affirmative Fair Housing Policy

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 3: Objective 1: Review policies, procedures and ordinances for updates.* The City participates in numerous State and Federal grant programs which require compliance with specific policies and procedures. This occasionally need to be updated to reflect changes at the State and Federal level.

Recommendation: Staff is approval by resolution of the Affirmative Fair Housing Policy which complies with State and Federal requirements.

Budget Impact: None

Description/Background: The City has previously adopted this policy. It is updated to include a date of signature as required. The Housing & Community Development Director is the designated contact.

CITY COUNCIL

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



AFFIRMATIVE FAIR HOUSING POLICY

MARSHALLTOWN
— I O W A —

This notice is published pursuant to the requirements of Executive Order 11063 on equal opportunity in housing and nondiscrimination in the sale or rental of housing built with federal assistance, and with Title VIII of the Civil Rights Act of 1968, as amended, which prohibits discrimination in the provision of housing because of race, color, creed, religion, sex, national origin, disability or familial status.

The City of Marshalltown, Iowa, advises the public that it will administer its assisted programs and activities relating to housing and community development in a manner to affirmatively further fair housing in the sale or rental of housing, the financing of housing and the provision of brokerage services.

The City of Marshalltown, Iowa, shall assist individuals who believe they have been subject to discrimination in housing through the resources of the Iowa Civil Rights Commission or the U.S. Department of Housing and Urban Development.

[Iowa Civil Rights Commission - Housing Discrimination Complaint Process](https://icrc.iowa.gov/file-complaint/housing-discrimination-complaint-process)

<https://icrc.iowa.gov/file-complaint/housing-discrimination-complaint-process>

[U.S. Department of Housing & Urban Development \(HUD\) Fair Housing & Equal Opportunity Complaint Process](https://www.hud.gov/program_offices/fair_housing_equal_opp/online-complaint)

https://www.hud.gov/program_offices/fair_housing_equal_opp/online-complaint

The City of Marshalltown, Iowa, has designated the Housing & Community Development Director as the contact to coordinate efforts to comply with this policy. Inquiries should be directed to:

Name: Michelle Spohnheimer, Housing & Community Development Director

Office: Housing & Community Development Department

Address: 24 North Center Street

City/State/Zip: Marshalltown, IA 50158

Phone Number: 641-754-5756

Hours: 8:30 AM – 4:30 PM Monday-Friday

Authorizing Official Signature: _____

Authorizing Official Name: Joel T.S. Greer

Authorizing Official Title: Mayor

Date of Approval: _____



**A RESOLUTION APPROVING AN EQUAL OPPORTUNITY POLICY STATEMENT
FOR THE CITY OF MARSHALLTOWN**

WHEREAS the City of Marshalltown administers housing programs and activities funded by the State of Iowa and U.S. Department of Housing and Urban Development; and

WHEREAS the City of Marshalltown has adopted the attached Equal Opportunity Policy Statement Policy as required; and

WHEREAS the Human Resources Director has been designated as the contact to coordinate efforts to comply with the policy; and

WHEREAS the City Council has reviewed the policy and found it to be in the best interest of the City.

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

Section 1. The City of Marshalltown has approved the attached Equal Opportunity Policy Statement.

Passed this 27th 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: 06/27/2022
RE: Equal Opportunity Policy Statement

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 3: Objective 1: Review policies, procedures and ordinances for updates.* The City participates in numerous State and Federal grant programs which require compliance with specific policies and procedures. This occasionally need to be updated to reflect changes at the State and Federal level.

Recommendation: Staff is approval by resolution of the Equal Opportunity Policy Statement which complies with State and Federal requirements.

Budget Impact: None

Description/Background: The City has previously adopted a policy. It is updated to include a date of signature as required and the designated contact, which is the Human Resources Director.

CITY COUNCIL

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



EQUAL OPPORTUNITY POLICY STATEMENT

MARSHALLTOWN
— I O W A —

DATE: 06/27/2022

It is the policy of the City of Marshalltown to provide equal opportunity to all employees, applicants and program beneficiaries; to provide equal opportunity for advancement of employees; to provide program and employment facilities which are accessible to the handicapped and to administer its programs in a manner that does not discriminate against any person because of race, creed, color, religion, sex, national origin, disability, age, familial status, political affiliation, citizenship or sexual orientation.

The City of Marshalltown has ultimate responsibility for the overall administration of the affirmative action/equal opportunity program. The total integration of equal opportunity into all parts of personnel and program management is the Human Resources Director's responsibility. The City of Marshalltown will review all policies and procedures as they affect equal opportunity and affirmative action and ensure compliance with relevant federal and state statutes.

The right of appeal and recourse is guaranteed by the City of Marshalltown. Any person who feels that he or she has been denied employment, participation, representation, or services in any program administered by the City of Marshalltown because of race, creed, color, religion, sex, national origin, age, disability, political affiliation, sexual orientation, or citizenship has the right to file an equal opportunity complaint. Information and assistance relative to equal opportunity complaints shall be provided by the Human Resources Director, who can be contacted at 641-754-5704.

This Equal Opportunity Policy of the City of Marshalltown shall be posted in conspicuous places within the facility, distributed to all employees, contractors and to the persons of all advisory and policy-making groups.

Contact Name: Jill Petermeier, Human Resources Director
Office: Human Resources Department
Address: 24 North Center Street
City/State/Zip: Marshalltown, IA 50158
Phone Number: 641-754-5704
Hours: 8:30 AM – 4:30 PM Monday-Friday

Authorizing Official Signature: _____
Authorizing Official Name: Joel T.S. Greer
Authorizing Official Title: Mayor
Date of Approval: _____

**RESOLUTION ACCEPTING AND AWARDING THE BID FOR PROVIDING SALT
FOR ICE AND SNOW CONTROL FOR THE 2022-2023 FISCAL YEAR IN THE CITY
OF MARSHALLTOWN, IOWA IN THE AMOUNT OF \$73.98 PER TON**

WHEREAS, the City of Marshalltown, Iowa, requested bids from various commercial salt suppliers, for salt for ice and snow control for the 2022-2023 fiscal year, therefore,

WHEREAS, Hutchinson Salt Co., submitted a low bid of \$73.98 per ton delivered to the Public Works Department which is now before this Council for final approval.

<u>Name and Address</u>	<u>Bid Amount</u>
Hutchinson Salt Company Baxter Springs, KS	\$73.98
Independent Salt Company Kanopolis, Kansas	\$79.95
Central Salt, LLC Lyons, KS	\$82.82
Johnson Feed Inc. Canton, SD	\$89.25

After consideration of all bids filed, it was determined by the Council that the bid of Hutchinson Salt Co. is the best and lowest responsible bid as is herein outlined.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA: That the bid of Hutchinson Salt Co. for providing salt for ice and snow control in the City of Marshalltown, Iowa, in the amount of \$73.98 per ton is hereby accepted, approved, and awarded.

BE IT FURTHER RESOLVED: That the Mayor and City Clerk are hereby authorized to approve and execute the contracts on behalf of the City of Marshalltown, Iowa.

Passed this 27th 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



CITY OF MARSHALLTOWN
Joel Greer, Mayor
Jessica Kinser, Administrator
Heather Thomas, Public Works
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5701

DEPARTMENT OF PUBLIC WORKS

REQUEST FOR BULK SALT BIDS 2022

REQUEST ISSUED: JUNE 06, 2022

The City of Marshalltown - Street Division is requesting formal bids for road salt. Bids shall be expressed in price per ton delivered to our storage facility at 905 E Main Street, Marshalltown, Iowa. **We require that all rock salt bids be based upon the specifications for the chemical and physical requirements of Type I, Grade I Rock Salt as set out in D632-01 ASTM Standards.** Rock salt which does not comply with these requirements will be rejected. Considerations may be given for past performance in product delivery, availability, and anticipated span/timeframe from start to end of delivery - with desire to reduce the timeframe span as much as possible. Our estimated purchase amount shall be 2,000 tons and we are able to take immediate delivery.

Bids should be sent to:

rlegg@marshalltown-ia.gov

OR

Rick Legg

905 East Main Street

Marshalltown, Iowa 50158.

Bids must be received no later than Friday, June 17th 2022 @ 10:00 A.M.

For more information, call City of Marshalltown, Street Division: 641-754-5746 (Rick)

Thank you,

Rick Legg

Street Superintendent

City of Marshalltown, IA

FORMAL BID

Company Name Hutchinson Salt Company

Address 136 West 12th Baxter Springs, KS 66713

Price per ton: \$ 73.98 (DELIVERIES BY TRUCKS ONLY)

Anticipated Delivery Start: July or August Anticipated Delivery End: July or August

Signature Andy Boyer Date 6-15-22

CITY COUNCIL

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





CITY OF MARSHALLTOWN
Joel Greer, Mayor
Jessica Kinser, Administrator
Heather Thomas, Public Works
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5701

DEPARTMENT OF PUBLIC WORKS

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OR

Rick Legg

905 East Main Street

Marshalltown, Iowa 50158.

Bids must be received no later than Friday, June 17th 2022 @ 10:00 A.M.

For more information, call City of Marshalltown, Street Division: 641-754-5746 (Rick)

Thank you,

Rick Legg

Street Superintendent

City of Marshalltown, IA

FORMAL BID

Company Name _____ Independent Salt Company _____

Address _____ P.O Box 36 Kanopolis, KS 57454 _____

Price per ton: \$79.95 (DELIVERIES BY TRUCKS ONLY)

Anticipated Delivery Start: ASAP Anticipated Delivery End: Approx. 1 Month after start

Signature _____

Date 6/16/22

Christopher P. Tully
Christopher P. Tully CITY COUNCIL

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





CITY OF MARSHALLTOWN
Joel Greer, Mayor
Jessica Kinser, Administrator
Heather Thomas, Public Works
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5701

DEPARTMENT OF PUBLIC WORKS

REQUEST FOR BULK SALT BIDS 2022

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OR

Rick Legg
905 East Main Street
Marshalltown, Iowa 50158.

Bids must be received no later than Friday, June 17th 2022 @ 10:00 A.M.

For more information, call City of Marshalltown, Street Division: 641-754-5746 (Rick)

Thank you,

Rick Legg
Street Superintendent
City of Marshalltown, IA

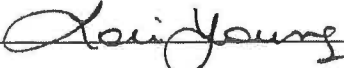
FORMAL BID

Company Name Central Salt, LLC

Address 1420 State Hwy 14, Lyons, KS 67554

Price per ton: \$ 82.82 (DELIVERIES BY TRUCKS ONLY)

Anticipated Delivery Start: July 11, 2022 Anticipated Delivery End: October 31, 2022

Signature  Date 6/15/22

CITY COUNCIL

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





CITY OF MARSHALLTOWN
Joel Greer, Mayor
Jessica Kinser, Administrator
Heather Thomas, Public Works
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5701

DEPARTMENT OF PUBLIC WORKS

REQUEST FOR BULK SALT BIDS 2022

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OR

Rick Legg

905 East Main Street

Marshalltown, Iowa 50158.

Bids must be received no later than Friday, June 17th 2022 @ 10:00 A.M.

For more information, call City of Marshalltown, Street Division: 641-754-5746 (Rick)

Thank you,

Rick Legg

Street Superintendent

City of Marshalltown, IA

FORMAL BID

Company Name Johnson Feed INC
Address 305 W. Industrial Rd Canton SD 57013
Price per ton: \$89 ²⁵/₁₀₀ (DELIVERIES BY TRUCKS ONLY)
Anticipated-Delivery Start: July Anticipated Delivery End: November
Signature Rick J. Amundson Date 06-14-2022

CITY COUNCIL

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





CITY OF MARSHALLTOWN
Joel Greer, Mayor
Jessica Kinser, Administrator
Heather Thomas, Public Works
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5701

DEPARTMENT OF PUBLIC WORKS

REQUEST FOR BULK SALT BIDS 2022

REQUEST ISSUED: JUNE 06, 2022

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Bids should be sent to:

rlegg@marshalltown-ia.gov

OR

Rick Legg

905 East Main Street

Marshalltown, Iowa 50158.

Bids must be received no later than Friday, June 17th 2022 @ 10:00 A.M.

For more information, call City of Marshalltown, Street Division: 641-754-5746 (Rick)

Thank you,

Rick Legg

Street Superintendent

City of Marshalltown, IA

FORMAL BID

Company Name Cargill Incorporated

Address _____

Price per ton: NO BID (DELIVERIES BY TRUCKS ONLY)

Anticipated Delivery Start: _____ Anticipated Delivery End: _____

Signature _____ Date _____

CITY COUNCIL

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



TABULATION OF BULK SALT BIDS 2022
MARSHALLTOWN DEPARTMENT OF PUBLIC WORKS - STREET DIVISION
BIDS DUE: JUNE 17, 2022, 10:00 AM



Company Name	Address	Price Per Ton	Anticipated Delivery Start	Anticipated Delivery Timeframe
Hutchinson Salt Company	136 W 12th, Baxter Springs, KS 66713	\$73.78	July or August	~ 1 Month
Independent Salt Company	PO Box 36, Kanopolis, KS 57454	\$79.95	ASAP	~ 1 Month
Central Salt, LLC	1420 State Hwy 14, Lyons, KS 67554	\$82.82	July 11, 2022	October 31, 2022
Johnson Feed Inc	305 W Industrial Rd, Canton, SD 57013	\$89.25	July	November
Cargill Incorporated	North Olmsted, OH	No Bid	n/a	n/a

Based on the bids received, the City of Marshalltown Public Works is recommending approval of our 2022 bulk salt contract with Hutchinson Salt Company at the City Council Meeting scheduled for June 27, 2022.

RESOLUTION APPROVING CITY FEE SCHEDULE

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

WHEREAS, the City Clerk has prepared an Exhibit of the updated fees which is attached to this Resolution; and

WHEREAS, these fees are authorized by law and have been previously established by the City of Marshalltown; and

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

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

Section 1. The fees are established as shown on the attached fee Exhibit are approved.

Section 2. Any proposed changes in fees as shown by the Exhibit are further approved.

Passed this 27th day of June 2022, and signed this _____ day of June 2022.

CITY OF MARSHALLTOWN

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
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TO: Mayor Greer and City Council
FROM: Geoff Hubbard, Parks & Recreation Director
DATE: June 21, 2022
RE: Fee Schedule Increase for Memorial Benches and Trees

Policy Issue: Council approval required for fee changes.

☐ 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 changing the fees for memorial benches and trees to cover the increasing costs of products and installation.

Budget Impact: Fees cover the cost of materials and installation.

Description/Background: The Parks & Recreation Department has a memorial bench and tree program that allows people to purchase a bench and/or tree to be placed in a park or along a trail in the memory of a loved one. This program has been going on for decades and has been a very popular way to recognize and honor a loved one who has passed away. Over the years the cost of benches and trees have increased to the point where we are no longer breaking even on the purchasing of the products and installing them. With the benches our staff actually engraving the wording on them which also takes time. Benches are now costing \$1200 and trees are around \$250 depending on the tree. We are recommending to raise the bench fees to purchase, engraving and installation of benches on a concrete pad to \$2000 and to purchase and plant trees to \$400. New trees that are planted also require additional watering that we do for the first season after planting usually in spring or late fall. The fee increase should cover an additional increases in cost for the next few years.

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TO: Mayor Greer and City Council
FROM: Michelle Spohnheimer, Housing & Community Development Director
DATE: June 27, 2022
RE: Fee Schedule Increase for Demolition Permits

Policy Issue: Council approval required for fee changes.

☐ 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 increasing the fees for demolition permits to cover the cost of processing the applications and following up site demolition and restoration. Staff is proposing an increase for residential demolition permits to go from \$25.00 to \$50.00 and all other demolition permits to go from \$25.00 to \$100.00.

Budget Impact: Minimal increase in revenue to help offset staff expenses.

Description/Background: The Housing & Community Development Department, Building Division, issues Demolition permits. The application is processed through V&K, Inc. and City staff. Commercial properties must also comply with asbestos regulations which requires additional information to be submitted. Staff from the Building Division, Code Enforcement and or Engineering Department follow up on the completion of demolition activity and site restoration.

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TO: Mayor Greer and City Council
FROM: Heather Thomas, Public Works Director
DATE: June 27, 2022
RE: Master Fee Schedule_2022 Public Works Revisions

Policy Issue: City fees are set 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. Action – Review city fees and charges.

Recommendation: City Staff recommend approving suggested fee changes for the public works items as shown on the Master Fee schedule.

Budget Impact: As much as practical, public works fees are set to offset expenses/costs associated with that specific license or permit. There are fee increases shown that will result in an increase in revenue; however, the expenses associated with the city issuing the license/permit, or performing a task were evaluated in making these suggestions and in most cases have increased since the fee was last changed. Public works staff reviewed material costs, equipment costs, and labor costs to include both wages and benefits. These fees are set to cover expenses; they are not set to make a profit or cover other duties.

Description/Background: A description of suggested fee changes are grouped by division below with a brief description to understand any proposed changes. Also shown below in italics are notes on certain fees that are not being adjusted at this time as they will come back in a separate agenda item at a later date.

Compost – No fee adjustments are proposed within the Master Fee Schedule due to ongoing discussions surrounding a compost utility fee. Once those discussions are complete, city staff will bring compost fees to council for suggested fee changes in relation to gate fees and sale of materials.

Electrical – City staff recommend removing the Electrical Exam Fee items based on discussions and directions received from the State of Iowa – Department of Public Safety in regards to the City not issuing any new city electrical licenses. Electrical licensing shall utilize the state process for new licensees.

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Engineering:

Permits for driveways, entrances, excavation, sewer, and sidewalk etc –

City staff reviewed the time and employees involved with issuing the permit, billing, and in the field inspection for these items and determined our costs exceed current permit fees in many cases. A review to determine suggested fee charges was completed by those reviewing and issuing those specific permits and are based on the labor costs of city staff for that individual permit. In some cases, to limit fee increases, the suggested fee still does not cover all expenses.

NEW FEE PROPOSED -

City staff are recommending a “Failure to Obtain Permit Before Starting Work” fee in the amount of \$50/ occurrence that can be used at the City’s discretion on repeat offenders who know a permit is required and continue to perform work in the City’s right-of-way without one. In many cases, engineering has been called with a complaint from a resident or notices the city’s street was cut/ground/patched in a way that is detrimental to the longevity of the pavement and some cases flow of storm water. We are requesting this fee to aid in city staff time expenses in tracking down a Contractor to try and get corrective action taken. We also feel it will be a deterrent to Contractors continuing to perform work in our right-of-way without the appropriate approvals.

Sewer:

Sewer Tap Charge 4 or 6-inch Lateral Connection –

City staff purchases the 4-inch tap materials at an approximate cost of \$175. The permit fee is currently \$136, which doesn’t cover the cost of materials. Some staff time is required to order the material and meet with the Contractor to provide information/material. A fee of \$200 is proposed to cover material costs and a small amount of staff time. (same concept with 6-inch)

Personnel Charges -

City staff worked with HR to determine current labor costs (wages and benefits) and updated the labor charge to reflect current costs of an average tenure in that employee category.

Storm Sewer:

Storm sewer revision –

City staff reviewed the time involved with reviewing and approving a private individual/company’s request to modify the public storm sewer system. Expenses exceeded fee and staff are suggesting a minor increase of \$3 to help cover staff time. In some instances, this still does not cover staff time.

Utility Rate – No fee adjustments are proposed within the Master Fee Schedule due to ongoing storm water rate study being prepared and reviewed. Once the study and discussions are complete, city staff will bring compost fees to council for suggested fee changes in relation to gate fees and sale of materials.

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WPC:

Annual Inspection & Personnel Charges –

City staff worked with HR to determine current labor costs (wages and benefits) and updated the labor charge to reflect current costs of an average tenure in that employee category.

Lab Analysis Fees –

City staff reviewed increased price of lab equipment and operating supplies in addition to the cost of other labs performing the same testing / analysis of samples to outside entities. Adjustments are suggested for several analyses that are run by our lab staff. These are in line with the market rate for this testing.

Attachments: Master Fee Schedule

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Dept	Div.	License or Permit Type	Code Section	How Fee Set	Fee	License Term / per unit charge	New fee	Notes
Admin	Collections	Accounts Receivable - Admin Fee - Collection		Resolution	15.00	annual		
Admin	Collections	Assessments fee general		Resolution	45.00	per property tax assessment filing for unpaid property related charges		
Admin	Collections	Income/offset filing with the state (annual fee)		Resolution	15.00	per customer account processed for offset		
Admin	Collections	Parking tickets overdue (annual fee) per ticket		Resolution	5.00	per ticket		
Admin	Collections	Returned Item Overdraft Fee (NSF)		Resolution	30.00			
Admin	FOIA	Non-routine requests		Resolution		see policy		
Admin	FOIA	Routine requests		Resolution		see policy		
Admin	Lease	Parking Spaces in City Lots - policy establishing lease	Rent	Resolution	25.00	\$25 per month per space for no longer than 3 year terms		
Admin	Other	Alcohol >50% gross Sales	112.003	No Charge	-	food sales exceeding 60% gross sales allows minor in estab without parents		
Admin	Other	Animal Rescue League - Kennel and Disposition Chgs	90.052	Ordinance	-	ARL administers		
Admin	Permit	Cable Franchise Application Fee	114.002	Ordinance	100.00			
Admin	Permit	Cable Franchise Fee	114.002	Resolution	-	5% of revenue paid quarterly		
Admin	Permit	Carnivals	113.006	Resolution	100.00	\$100 first day, \$50 additional days		
Admin	Permit	Circuses Or menageries	113.002	Resolution	200.00	\$200 per first day, \$100 additional days		
Admin	Permit	Hauler - Garbage & Refuse	50.020 - 50.026	Resolution	100.00	Annual		
Admin	Permit	Hauler - Recycling	50.020 - 50.026	Resolution	25.00	Annual		
Admin	Permit	Hauler - Yard Waste	50.020 - 50.026	Resolution	15.00	Annual		
Admin	Permit	License Required to Carry on Business	110.002		-	varies -		
Admin	Permit	Liquor Licensing	State N/A	State	-	Annual - see state's schedule		
Admin	Permit	Pawnbroker and Dealers	110.002	Resolution	50.00	Annual		
Admin	Permit	Peddler or Solicitor (per person)	118.011	Resolution	10.00	Per day, per person		
Admin	Permit	Tobacco/Nicotine/Vape	State N/A	State	100.00	Annual		
Admin	Permit	Transient Merchant - annual	118.011	Resolution	200.00	Annual		
Admin	Permit	Transient Merchant - annual (brick & mortar operation owner)			25.00	Annual		
Admin	Permit	Transient Merchant - 24-hr license			50.00	Operation on private or public property		
Admin	Permit	Vicious Animal	90.050	Resolution	15.00	Annual		
Admin	Rent	Lease with School District	Rent	Resolution	1.00	\$1.00 per year for ten years - Anson Parking Lot		

Dept	Div.	License or Permit Type	Code Section	How Fee Set	Fee	License Term / per unit charge	New fee	Notes
Admin	Rent	Marshall County 911 Commission	Rent	Resolution	1.00	TBD (\$228 per month estab 3/10/2003 Res 2003-046) - See New 28E Agreement		
Admin	Rent	Marshall County Arts & Culture Alliance - ECHO	Rent	Resolution	1.00	1 per year - through 2038		
Admin	Rent	Rent - Iowa River OHV Club	Rent	Resolution	1.00	1.00 per year for fifteen year lease - exp 4-25-2025		
Admin	Rent	Rent - Marshalltown Football League	Rent	Resolution	1.00	1.00 per year for 3 years, payable in advance		
Admin	Rent	Rent - Marshalltown Little League	Rent	Resolution	1.00	1.00 per year for 10 years		
Admin	Rent	Rent - Marshalltown Softball Association	Rent	Resolution	1.00	1.00 per year for 3 years, exp 12/31/2020 softball complex		
Admin	Rent	Rent - Radio Flyers	Rent	Resolution	100.00	in advance for ten years - \$10 per year		
Admin	Rent	Rent - American Legion	Rent	Resolution	2.50	\$2.50 per year, payable in advance. Lease expires 12-15-2033		
Admin	Rent	Rent - Central Iowa River Gun	Rent	Resolution	1.00	1.00 per year for 10 years		
Admin	Rent	Rent - Community Theatre	Rent	Resolution	10.00	10 per year, 20 years, exp 1-1-2023		
Admin	Rent	Rent - Great Western Bank - 113 E State St Parking lot 1/2	Rent	Resolution	600.00	per year		
Admin	Rent	Rent - Marshall Gun Club	Rent	Resolution	75.00	\$75 per acre, term of 3 years		
Admin	Rent	Rent - Steve Ames - 113 E State St Parking lot 1/2	Rent	Resolution	600.00	per year		
Airport	Rent	Rent - Airport Lights	Rent	Resolution	420.00	Airport 6-1-2024		
Airport	Rent	Rent - Aviation	Rent	Resolution	2,164.36	Airport 6-1-2024		
Airport	Rent	Rent - Aviation Svc fee	Rent	Resolution	50.00	Airport 6-1-2024		
Airport	REnt	Fixed-Base Operation Lease & Fuel Agreement	111.004	Resolution 2021-355	-	set by Management Contract		
Airport	REnt	Airport Services	111-004	Resolution	-	set by Management Contract		
Fire	Accident	Response Fee Non-Resident		Resolution	331.61	Hazmat fee sch - min 1 hr + materials		
Fire	Accident	Response Fee Resident		Resolution	Materials	Cost of materials; over 1 hr bill 15 min increments per HAZMAT sch		
Fire	Accident	Spill pad	OTHER FEES		3.50			
Fire	Accident	Oil dry	OTHER FEES		12.00			
Fire	Accident	Vehicle Leaking Fluid		Resolution	Materials	Cost of materials; over 1 hr bill 15 min increments per HAZMAT sch		
Fire	HazMat	HazMat-Heavy Response Apparatus with 4 Personnel		Iowa Fire Service	331.61	per hour (minimum 1 hr, billed in 15 min increments after 1st hr)		
Fire	HazMat	HazMat-Light Response Apparatus with 2 Personnel		Iowa Fire Service	264.28	per hour (minimum 1 hr, billed in 15 min increments after 1st hr)		
Fire	HazMat	HazMat-Extra Response Personnel		Iowa Fire Service	25.56	per hour (minimum 1 hr, billed in 15 min increments after 1st hr)		
Fire	HazMat	HazMat-Expended Materials (replacement cost including shipping)		Iowa Fire Service	COST+	actual cost, labor and shipping		

Dept	Div.	License or Permit Type	Code Section	How Fee Set	Fee	License Term / per unit charge	New fee	Notes
Fire	HazMat	HazMat-Equipment Repair or Cleaning (cost plus labor including shipping)		Iowa Fire Service	COST+	actual cost, labor and shipping		
Fire	HazMat	HazMat-Damaged Equipment/Property (replacement/repair cost including shipping)		Iowa Fire Service	COST+	actual cost, labor and shipping		
Fire	HazMat	HazMat-Other (Contracted services, contracted equip, evacuation of people, etc.)		Iowa Fire Service	Cost	Billed as used		
Fire	IllegalBurn	Illegal Burn - 1st Offense	91.021	Resolution	110.00			
Fire	IllegalBurn	Illegal Burn - 2nd Offense	91.021	Resolution	210.00			
Fire	IllegalBurn	Illegal Burn - 3rd Offense	91.021	Resolution	310.00			
Fire	Annual Permit	Aerosol Products	IFC 105.6.1	Ordinance	65.00			
Fire	Annual Permit	Amusement Buildings	IFC 105.6.2	Ordinance	65.00			
Fire	Annual Permit	Assembly <50 occupants	IFC 105.6.36	ordinance	40.00			
Fire	Annual Permit	Assembly 50-100 occupants	IFC 105.6.36	Ordinance	50.00			
Fire	Annual Permit	Assembly 101-300 occupants	IFC 105.6.36	Ordinance	70.00			
Fire	Annual Permit	Assembly 301-500 occupants	IFC 105.6.36	Ordinance	90.00			
Fire	Annual Permit	Assembly 501+ occupants	IFC 105.6.36	Ordinance	110.00			
Fire	Annual Permit	Aviation Facilities	IFC 105.6.3	Ordinance	70.00			
Fire	Annual Permit	Carbon Dioxide Systems	IFC 105.6.4	Ordinance	70.00			
Fire	Annual Permit	Carnivals & Fairs	IFC 105.6.5	Ordinance	70.00			
Fire	Annual Permit	Cellulose Nitrate Film or Storage	IFC 105.6.6	Ordinance	70.00			
Fire	Annual Permit	Combustible Dust Producing Ops	IFC 105.6.7	ordinance	70.00			
Fire	Annual Permit	Combustible Fiber Storage Permit	IFC 105.6.8	Ordinance	70.00			
Fire	Annual Permit	Compressed Gases	IFC 105.6.9	Ordinance	70.00			
Fire	Annual Permit	Commercial Burn Permit	91.021	Resolution	225.00			
Fire	Annual Permit	Confined Space Response	OTHER FEES	Resolution	2,500.00	annual beginning 7/1/2011, three years		
Fire	Annual Permit	Confined Space Permit- Lennox	OTHER FEES	Resolution	2,500.00	Annual		
Fire	Annual Permit	Covered/Open Mall buildings	IFC 105.6.10	Ordinance	70.00			
Fire	Annual Permit	Cryogenic Fluids	IFC 105.6.11	Ordinance	70.00			
Fire	Annual Permit	Cutting/Welding	IFC 105.6.12	Ordinance	70.00			
Fire	Annual Permit	Dry Cleaning	IFC 105.6.13	Ordinance	70.00			

Dept	Div.	License or Permit Type	Code Section	How Fee Set	Fee	License Term / per unit charge	New fee	Notes
Fire	Annual Permit	Exhibits/Trade Shows	IFC 105.6.14	Ordinance	70.00			
Fire	Annual Permit	Explosives/Fireworks	IFC 105.6.15	Ordinance	85.00			
Fire	Annual Permit	Fire Excessive Alarm (6-9)	32.003	Ordinance	65.00	First 5 free, fee per alarm		
Fire	Annual Permit	Fire Excessive Alarm (10-14)	32.003	Ordinance	90.00	First 5 free, fee per alarm		
Fire	Annual Permit	Fire Excessive Alarm (15+)	32.003	Ordinance	115.00	First 5 free, fee per alarm		
Fire	Annual Permit	Fire Hydrants/Valves	IFC 105.6.16	Ordinance	70.00			
Fire	Annual Permit	Flammable/Combustible Liquids <1000 gal	IFC 105.6.17	Ordinance	70.00			
Fire	Annual Permit	Flammable/Combustible Liquids 1001-10,000 gal	IFC 105.6.17	Ordinance	90.00			
Fire	Annual Permit	Flammable/Combustible Liquids >10,001 gal	IFC 105.6.17	Ordinance	115.00			
Fire	Annual Permit	Floor Finishing >350 sq ft using class 1/2 liquids	IFC 105.6.18	Ordinance	70.00			
Fire	Annual Permit	Fruit/Crop Ripening	IFC 105.6.19	Ordinance	70.00			
Fire	Annual Permit	Fumigation/Insecticide Fogging	IFC 105.6.20	Ordinance	70.00			
Fire	Annual Permit	Hazardous Materials	IFC 105.6.21	Ordinance	80.00			
Fire	Annual Permit	HPM Facilities-Use/Storage (Hazardous Production Materials	IFC 105.6.22	Ordinance	70.00			
Fire	Annual Permit	High-Piles Storage	IFC 105.6.23	Ordinance	70.00			
Fire	Annual Permit	Hot Work Operations	IFC 105.6.24	Ordinance	70.00			
Fire	Annual Permit	Industrial Ovens	IFC 105.6.25	Ordinance	70.00			
Fire	Annual Permit	Liquid/Gas-Fueled Equipment in Assembly	IFC 105.6.27		70.00			
Fire	Annual Permit	LP Gas/Use/Storage/Dispensing <5,000 gal	IFC 105.6.28	Ordinance	70.00			
Fire	Annual Permit	LP Gas/Use/Storage/Dispensing 5-10,000 gal	IFC 105.6.28	Ordinance	90.00			
Fire	Annual Permit	LP Gas/Use/Storage/Dispensing 10,000+ gal	IFC 105.6.28	Ordinance	115.00			
Fire	Annual Permit	Lumber yard/Woodworking Plants	IFC 105.6.26	Ordinance	70.00			
Fire	Annual Permit	Magnesium Use	IFC 105.6.29	Ordinance	70.00			
Fire	Annual Permit	Misc Combustible Storage	IFC 105.6.30	Ordinance	70.00			
Fire	Annual Permit	Motor Fuel Dispensing Facilities 1-1,000 gal	IFC 105.6.31	Ordinance	70.00			
Fire	Annual Permit	Motor Fuel Dispensing Facilities 1,001-10,000 gal	IFC 105.6.31	Ordinance	90.00			
Fire	Annual Permit	Motor Fuel Dispensing Facilities 10,001+ gal	IFC 105.6.31	Ordinance	115.00			

Dept	Div.	License or Permit Type	Code Section	How Fee Set	Fee	License Term / per unit charge	New fee	Notes
Fire	Annual Permit	Open Flames & Torches	IFC 105.6.33	Ordinance	70.00			
Fire	Annual Permit	Open Flames & Candles	IFC 105.6.34	Ordinance	70.00			
Fire	Annual Permit	Organic Coatings	IFC 105.6.35	Ordinance	70.00			
Fire	Annual Permit	Pyrotechniques/Special Effects	IFC 105.6.38	Ordinance	265.00			
Fire	Annual Permit	Pyroxylin Plastics >25# storage, assembly, manufacturing	IFC 105.6.39	Ordinance	70.00			
Fire	Annual Permit	Refrigeration Equipment/Commercial	IFC 105.6.40	Ordinance	70.00			
Fire	Annual Permit	Repair Garages/Fuel Dispensing Facilities	IFC 105.6.41	Ordinance	70.00			
Fire	Annual Permit	Rooftop Heliports	IFC 105.6.42	Ordinance	70.00			
Fire	Annual Permit	Spraying and Dipping	IFC 105.6.43	Ordinance	70.00			
Fire	Annual Permit	Scrap Tire Storage	IFC105.6.44	Ordinance	70.00			
Fire	Annual Permit	Temporary Membrane/Tent Structures	IFC 105.6.45	Ordinance	70.00			
Fire	Annual Permit	Tire Rebuilding Plants	IFC 105.6.46	Ordinance	70.00			
Fire	Annual Permit	Waste Handling - wrecking & junk yards, waste handling facilities	IFC 105.6.47	Ordinance	70.00			
Fire	Annual Permit	Liquor License/Mercantile Inspection		Resolution	70.00			
Fire	PlanReview	Plan Review - Alarm System		Resolution	110.00	*does not include 3rd party reviewer charges for factory, hazardous, educational, institutional, storage occupancy		
Fire	PlanReview	Plan Review - Building		Resolution	110.00			
Fire	PlanReview	Plan Review - Sprinkler System		Resolution	110.00			
Fire	Biennial Permit	Commercial Space <3000 sq/ft (initial)		Resolution	100.00			
Fire	Biennial Permit	Commercial Space <3000 sq/ft (Reinspection)		Resolution	100.00			
Fire	Biennial Permit	Commercial Space 3001-6000 sq/ft (initial)		Resolution	200.00			
Fire	Biennial Permit	Commercial Space 3001-6000 sq/ft (Reinspection)		Resolution	200.00			
Fire	Biennial Permit	Commercial Space 6000-9000 sq/ft (initial)		Resolution	300.00			
Fire	Biennial Permit	Commercial Space 6000-9000 sq/ft (Reinspection)		Resolution	300.00			
Fire	Biennial Permit	Commercial Space 9000+ sq/ft (initial)		Resolution	400.00			
Fire	Biennial Permit	Commercial Space 9000+ sq/ft (Reinspection)		Resolution	400.00			
Housing	Building	Backflow Prevention	153.002	Ordinance	10.00			
Housing	Building	Building Investigation Fee		Resolution	-			

Dept	Div.	License or Permit Type	Code Section	How Fee Set	Fee	License Term / per unit charge	New fee	Notes
Housing	Building	Building Permit	Current Schedule	Resolution	-	Intl Code Council Building Valuation Data Table & Schedule		
Housing	Building	Demolition Permit - Residential		Resolution	25.00	Each building	50.00	
Housing	Building	Demolition Permit - Commercial		Resolution	-	Each building	100.00	
Housing	Building	Gas & Plumbing Permits - schedules of fees	115.003	Resolution	-			
Housing	Building	Plan Review Fees	151.002		-			
Housing	Building	Plumbing Permits -schedules of fees	153.002	Resolution	-	Schedule		
Housing	Code Enf	Certified Mail Fee		Ordinance	cost	recoup actual cost for nuisance cleanup		
Housing	Code Enf	Code Enforcement Admin Fee		Resolution	100.00	per cleanup		
Housing	Code Enf	Landfill Fee - Nuisance		Ordinance	cost	recoup actual cost for nuisance cleanup		
Housing	Code Enf	Nuisance Abatement Cleanup Fee		Ordinance	cost	recoup actual cost for nuisance cleanup		
Housing	Code Enf	Nuisance Vehicle - Impound Fee	95.009	Resolution	cost	reasonable fee for less than 14 days storage		
Housing	Code Enf	Towing Fee - Nuisance charges		Ordinance	cost	recoup actual cost for nuisance cleanup		
Housing	Code Enf	Vacant Property Code Registration		Resolution	100.00	Annual Registration		
Housing	Code Enf	Vacant Property Code Uninsured Property Fee		Resolution	3,000.00			
Housing	Gas	Gas Dealer		Ordinance/Resolution	-	Annual, expires 12/31		
Housing	Gas	Gas Fitter		Resolution	50.00	Annual, expires 12/31		
Housing	Gas	Gas Heating Contractor		Resolution	-	Annual, expires 12/31		
Housing	Gas	Gas-Utility Co Annual		Resolution	-	Annual, expires 12/31		
Housing	Gas	Heating Contractor		Resolution	-	Annual, expires 12/31		
Housing	Lead Program	Lead hazard Control Grant Program Subordination		Resolution	100.00			
Housing	Plumbing	JP JourneyPlumber		Resolution	-	Annual, expires 12/31		
Housing	Plumbing	MP Master Plumber		Resolution	-	Annual, expires 12/31		
Housing	Plumbing	PC Plumbing Contractor		Ordinance/Resolution	-	Annual, expires 12/31		
Housing	Plumbing	Plumbing - Backflow Prevent		Water Works/Ordinance	10.00	Renewal		
Housing	Plumbing	Plumbing Gas Fees 2012		Resolution	-			
Housing	Plumbing	Plumbing License (factory)		Resolution	25.00	Annual, expires 12/31		
Housing	Plumbing	Plumbing Permits for Work	153.002	Resolution	-	See schedule		

Dept	Div.	License or Permit Type	Code Section	How Fee Set	Fee	License Term / per unit charge	New fee	Notes
Housing	Rental	Application Fee - new rental properties		Resolution	50.00			
Housing	Rental	Assessment fee - rental housing	152.005	Resolution	25.00	per parcel item assessed to taxes		
Housing	Rental	Complaint - Housing Advisory Board	152.008	Resolution	-	Per instance \$100 deposit		
Housing	Rental	Rental Property1-1st Unit	152.005	Resolution	40.00			
Housing	Rental	Rental Property2-2nd Unit	152.005	Resolution	32.00			
Housing	Rental	Rental Property3 3-12th units	152.005	Resolution	25.00			
Housing	Rental	Rental Property4-13 and more Units	152.005	Resolution	20.00			
Housing	Zoning	Annexation - Voluntary for non taxable property		Resolution	250.00			
Housing	Zoning	Final Subdivision Plat		Resolution	100 + 50/ac.			
Housing	Zoning	Home Occupation Special Use Permit		Resolution	50.00			
Housing	Zoning	Home Occupation Special Use Permit		Resolution	150.00			
Housing	Zoning	Ordinance change request		Resolution	500.00			
Housing	Zoning	Planned Unit Development Amendment (no requiring hearings)		Resolution	200.00			
Housing	Zoning	Planned Unit Development Amendment (requiring hearings)		Resolution	500.00			
Housing	Zoning	Planned Unit Development base fee		Resolution	300 + 50/ac	\$300 base fee plus \$50 per acre		
Housing	Zoning	Rezoning Request		Resolution	500.00			
Housing	Zoning	Severance Fee		Resolution	250.00			
Housing	Zoning	Sidewalk Deferment Application	57.039	Resolution	250.00			
Housing	Zoning	Sign Permit		Resolution	50.00			
Housing	Zoning	Special Use Permit		Resolution	300.00			
Housing	Zoning	Subdivision Final Plat base fee		Resolution	100.00			
Housing	Zoning	Subdivision Final Plat per acre fee		Resolution	50.00			
Housing	Zoning	Subdivision Preliminary Plat Base fee		Resolution	250.00			
Housing	Zoning	Subdivision Preliminary Plat per acre fee		Resolution	50.00			
Housing	Zoning	Variance - any other building		Resolution	200.00			
Housing	Zoning	Variance - owner occupied dwelling		Resolution	150.00			
Housing	Zoning	Zoning Verification Letter (Multi-family, Commercial, Industrial, Non-SF)		Resolution	100.00			

Dept	Div.	License or Permit Type	Code Section	How Fee Set	Fee	License Term / per unit charge	New fee	Notes
Housing	Zoning	Zoning Verification Letter (Single Family Residential)		Resolution	25.00			
Parks	Aquatic	Adult/Tot Swim (T,Th, Sat) 15-pass scan card		Resolution	40.00			
Parks	Aquatic	Adult/Tot Swim (T,Th, Sat) daily		Resolution	3.00			
Parks	Aquatic	Aquatic center admission - 10-tickets sheet		Resolution	45.00			
Parks	Aquatic	Aquatic center admission - after 5 pm		Resolution	3.00			
Parks	Aquatic	Aquatic center admission - daily		Resolution	5.00			
Parks	Aquatic	Birthday Splash - 10 plus hot dog and drink		Resolution	50.00			
Parks	Aquatic	Birthday Splash - 10 plus pizza and drink		Resolution	60.00			
Parks	Aquatic	Birthday Splash - 10 plus small drink		Resolution	70.00			
Parks	Aquatic	Doggie Dip (per dog)		Resolution	5.00			
Parks	Aquatic	Rental - Entire aquatic center		Resolution	600.00			
Parks	Aquatic	Season Pass - 1-person		Resolution	110.00			
Parks	Aquatic	Season Pass - 2-person family		Resolution	180.00			
Parks	Aquatic	Season Pass - additional family members		Resolution	30.00			
Parks	Aquatic	Season Pass - nanny		Resolution	95.00			
Parks	Aquatic	Splash Dance		Resolution	3.00			
Parks	Aquatic	Swimming Lesson- indoor learn to swim		Resolution	40.00			
Parks	Aquatic	Swimming Lesson- indoor preschool		Resolution	40.00			
Parks	Aquatic	Swimming Lesson- outdoor learn to swim		Resolution	42.00			
Parks	Aquatic	Swimming Lesson- outdoor preschool		Resolution	32.00			
Parks	Aquatic	Water walking / lap swim - 15-pass scan card		Resolution	40.00			
Parks	Aquatic	Water walking / lap swim - daily		Resolution	3.00			
Parks	Campground	Camping - Electric only	93.001	Resolution	20.00	per day		
Parks	Campground	Camping - Full Hookup	93.001	Resolution	25.00	per day		
Parks	Campground	Camping - no electric	93.001	Resolution	15.00	per day		
Parks	Dog Park	Dog Park Pass-Intact Animal		Resolution	25.00	ANNUAL		
Parks	Dog Park	Dog Park Pass-Spayed or Neutered Animal		Resolution	20.00	ANNUAL		

Dept	Div.	License or Permit Type	Code Section	How Fee Set	Fee	License Term / per unit charge	New fee	Notes
Parks	Memorial	Memorial Bench		Resolution	900.00	Includes installation on concrete pad	2,000.00	
Parks	Memorial	Memorial Plaque		Resolution	100.00			
Parks	Memorial	Memorial Tree		Resolution	300.00		400.00	
Parks	Shelter	Adding Alcohol to Rental		Resolution	30.00	Daily Rate		
Parks	Shelter	Shelter - Anson (seasonal)		Resolution	80.00	Daily Rate		
Parks	Shelter	Shelter - Riverview Community Bldg		Resolution	150.00	Daily Rate		
Parks	Shelter	Shelter - Kiwanis (seasonal)		Resolution	70.00	Daily Rate		
Parks	Shelter	Shelter - Riverview Log Cabin (seasonal)		Resolution	45.00	Daily Rate		
Parks	Shelter	Shelter - Riverview Reunion Hall		Resolution	125.00	Daily Rate		
Parks	Terrace	Tree Planting- terrace		Resolution	-	None issued - moratorium		
PARKS	VMC	SUMMER BLAST			95.00	per child per week		
Parks	VMC	Half Gym - 1 court (hourly/weekday)		Res 2020-360	25.00	Hourly/weekday		
Parks	VMC	Half Gym - 1 court (all day/weekday)		Res 2020-360	300.00	Allday/weekday		
Parks	VMC	Half Gym - 1 court (hourly/weekend)		Res 2020-360	50.00	Hourly/weekend		
Parks	VMC	Half Gym - 1 court (hourly/weekend)		Res 2020-360	400.00	Allday/weekend		
Parks	VMC	Whole Gym (hourly/weekday)		Res 2020-360	50.00	Hourly/weekday		
Parks	VMC	Whole Gym (all day/weekday)		Res 2020-360	600.00	Allday/weekday		
Parks	VMC	Whole Gym (hourly/weekend)		Res 2020-360	100.00	Hourly/weekend		
Parks	VMC	Whole Gym (hourly/weekend)		Res 2020-360	800.00	Allday/weekend		
Parks	VMC	Flex Rooms (hourly/weekday)		Res 2020-360	25.00	Hourly/weekday		
Parks	VMC	Flex Rooms (all day/weekday)		Res 2020-360	300.00	Allday/weekday		
Parks	VMC	Flex Rooms (hourly/weekend)		Res 2020-360	50.00	Hourly/weekend		
Parks	VMC	Flex Rooms (hourly/weekend)		Res 2020-360	400.00	Allday/weekend		
Parks	VMC	Multi-Room Discount (hourly/weekday)		Res 2020-360	5.00	Hourly/weekday		
Parks	VMC	Multi-Room Discount (all day/weekday)		Res 2020-360	50.00	Allday/weekday		
Parks	VMC	Multi-Room Discount (hourly/weekend)		Res 2020-360	5.00	Hourly/weekend		
Parks	VMC	Multi-Room Discount (hourly/weekend)		Res 2020-360	50.00	Allday/weekend		

Dept	Div.	License or Permit Type	Code Section	How Fee Set	Fee	License Term / per unit charge	New fee	Notes
Parks	VMC	Conference Room (hourly/weekday)	*Free to non-profit/service clubs, M-F 7am-5pm	Res 2020-360	25.00	Hourly/weekday		
Parks	VMC	Conference Room (all day/weekday)	*Free to non-profit/service clubs, M-F 7am-5pm	Res 2020-360	300.00	Allday/weekday		
Parks	VMC	Conference Room(hourly/weekend)	*Free to non-profit/service clubs, M-F 7am-5pm	Res 2020-360	50.00	Hourly/weekend		
Parks	VMC	Conference Room (hourly/weekend)	*Free to non-profit/service clubs, M-F 7am-5pm	Res 2020-360	400.00	Allday/weekend		
Parks	VMC	Daily Drop-in Fee (Adults)		Res 2020-360	3.00	per hr		
Parks	VMC	Bounce House		Res 2020-360	75.00	for 2 hours		
Parks	VMC	Tournament Fee		Res 2020-360	200.00	Day		
Parks	VMC	Large Event Fee (Setup, tear down, Fri setup, Sun cleanup)		Res 2020-360	600.00	per event		
Parks	VMC	Deposit for all day events, large events, tournaments		Res 2020-360	500.00			
Police	Alarm	Alarm- failure to notify PD of service changes	33.024	Resolution	-			
Police	Alarm	Alarm Police - Failure to Notify PD Service Fee	33-024	Ordinance	25.00			
Police	Alarm	Alarm Police - False	33.022	Resolution	40.00	First two in calendar year are free		
Police	Alarm	Malfunctioning Alarm - Service fee to disable	33.023		-			
Police	Noise Control	Noise Permit for 24 hours or less	134.006	Ordinance	25.00	Each		
Police	Noise Control	Noise Permit for one to seven days	134.006	Ordinance	40.00	Each date		
Police	Operations	Social Host Ordinance Enforcement fee	112.040	Ordinance	cost	Officers time on investigation		
Police	Operations	X-duty Police Security Services		Resolution	55.00	per hour	70.00	Already approved by Council
Police	Operations	Towing Admin Fee		Ordinance	50.00			
Police	Parking	Parking - impounded pursuant to 72.071			50.00			
Police	Parking	Parking Violations	72.001	Ordinance	20.00	per ticket		
Police	Parking	Parking Violations - Over 30 days	72.001	Ordinance	5.00	per ticket		
Police	Parking	Parking Ticket - multiple offenses and charges	72.001, 72-002, 72.003 - 72.999	Ordinance	varies			
Police	Parking	Skof Tow Fee	72.070 - 72.0076		50.00			
Police	Records	Copying of Public Records		Resolution	-	Actual cost for providing digital media		
Police	Records	Copying of Public Records		Resolution	0.25	per page		
Police	Records	Copying of Public Records		Resolution	1.00	per DVD/CD		
Police	Records	Fingerprinting services		Resolution	20.00	No card limit, waive fee for MCSd staff		

Dept	Div.	License or Permit Type	Code Section	How Fee Set	Fee	License Term / per unit charge	New fee	Notes
Police	Records	Local Criminal History		Resolution	13.00			
Public Works	Compost	Yard Waste and tree Debris Disposal - Kraft bag disposal	50.006	Resolution	1.00			
Public Works	Compost	Yard Waste and tree Debris Disposal - Resusable Container	50.006	Resolution	3.00	minimum		
Public Works	Compost	Yard Waste and tree Debris Disposal - Car/Van/SUV	50.006	Resolution	6.00			
Public Works	Compost	Yard Waste and tree Debris Disposal - Pickup Truck Under 8' bed length	50.006	Resolution	10.00			
Public Works	Compost	Yard Waste and tree Debris Disposal - Pickup Truck 8' bed length	50.006	Resolution	15.00			
Public Works	Compost	Yard Waste and tree Debris Disposal - Pickup Truck Over 8' bed length	50.006	Resolution	20.00			
Public Works	Compost	Yard Waste and tree Debris Disposal - Dump Truck Small (1 ton)	50.006	Resolution	30.00			
Public Works	Compost	Yard Waste and tree Debris Disposal - Dump Truck Medium (single axle)	50.006	Resolution	50.00			
Public Works	Compost	Yard Waste and tree Debris Disposal - Dump Truck Large (tandem axle)	50.006	Resolution	75.00			
Public Works	Compost	Yard Waste and tree Debris Disposal - Semi-Truck & Trailer	50.006	Resolution	150.00			
Public Works	Compost	Yard Waste and tree Debris Disposal - Trailer Under 8' long	50.006	Resolution	10.00			
Public Works	Compost	Yard Waste and tree Debris Disposal - Trailer 8' to 10' long	50.006	Resolution	20.00			
Public Works	Compost	Yard Waste and tree Debris Disposal - Trailer Over 10' long	50.006	Resolution	35.00			
Public Works	Compost	Loading Fee - Compost or Mulch/Wood Chips	50.006	Resolution	20.00			
Public Works	Compost	Sale of Compost - Reusable Container	50.006	Resolution	3.00	minimum		
Public Works	Compost	Sale of Compost - Pickup Truck Under 8' bed length	50.006	Resolution	20.00			
Public Works	Compost	Sale of Compost - Pickup Truck 8' bed length	50.006	Resolution	30.00			
Public Works	Compost	Sale of Compost - Dump Truck Small (1 ton)	50.006	Resolution	50.00			
Public Works	Compost	Sale of Compost - Dump Truck Medium (single axle)	50.006	Resolution	90.00			
Public Works	Compost	Sale of Compost - Dump Truck Large (tandem axle)	50.006	Resolution	180.00			
Public Works	Compost	Sale of Mulch/Wood Chips (processed) - Reusable Container	50.006	Resolution	3.00			
Public Works	Compost	Sale of Mulch/Wood Chips (processed) - Pickup Truck 8' bed length	50.006	Resolution	30.00			
Public Works	Compost	Sale of Mulch/Wood Chips (processed) - Dump Truck Small (1 ton)	50.006	Resolution	40.00			
Public Works	Compost	Sale of Mulch/Wood Chips (processed) - Dump Truck Medium (single axle)	50.006	Resolution	80.00			
Public Works	Compost	Sale of Firewood (unprocessed) - Pickup Truck	50.006	Resolution	10.00			
Public Works	Compost	Sale of Firewood (unprocessed) - Dump Truck Small (1 ton)	50.006	Resolution	20.00			

Dept	Div.	License or Permit Type	Code Section	How Fee Set	Fee	License Term / per unit charge	New fee	Notes
Public Works	Compost	Sale of Firewood (unprocessed) - Dump Truck Medium (single axle)	50.006	Resolution	30.00			
Public Works	Compost	Access fee to compost in off season		Resolution	500.00			
Public Works	Electrical	New or Addition: Single-Family Residential (Whole House Inspection Lump Sum: up to 3 trips-1 temp service, 1 rough-in, 1 joint meter/final inspection, admin fee)	154.058	Resolution	125.00			
Public Works	Electrical	Modification: Single-Family Residential (Residential Base: 1 inspection trip, admin fee)	154.058	Resolution	55.00			
Public Works	Electrical	Modification: Single-Family Residential (fee per each applicable item modified or added)	154.058	Resolution	7.00	each		
Public Works	Electrical	Solar: Single-Family Residential (Solar Base: simple plan review & 2 inspection trips, admin fee)	154.058	Resolution	95.00			
Public Works	Electrical	New, Major Remodel, or Addition: Multi-Family Residential, Commercial, or Industrial (MFR-C-I Base, admin fee)	154.058	Resolution	85.00	Fixture fee, electrical plan review fee additional to this fee		
Public Works	Electrical	Modification: Multi-Family Residential, Commercial, or Industrial modification (MFR-C-I Base, admin fee)	154.058	Resolution	85.00	Fixture fee additional to this fee		
Public Works	Electrical	Reinspection fees due to faulty construction or extra trip charges for single-family residential	154.058	Resolution	40.00	each		
Public Works	Electrical	MFR-C-I Each Meter	154.058	Resolution	8.00	each		
Public Works	Electrical	MFR-C-I Openings/Devices: Switches, Outlets, Fixtures (fee for each 25 rounded to the nearest whole number)	154.058	Resolution	10.00	each 25		
Public Works	Electrical	MFR-C-I Fixed or Stationary Appliance	154.058	Resolution	5.00	each		
Public Works	Electrical	MFR-C-I Central Air Conditioning & Motors over 1 Hp	154.058	Resolution	5.00	each		
Public Works	Electrical	MFR-C-I Generators, Transformers, All Devices Rated in KVA or Watts: Sum is 0 - 5 KVA or KW	154.058	Resolution	10.00	lump sum		
Public Works	Electrical	MFR-C-I Generators, Transformers, All Devices Rated in KVA or Watts: Sum is >5 - 20 KVA or KW	154.058	Resolution	15.00	lump sum		
Public Works	Electrical	MFR-C-I Generators, Transformers, All Devices Rated in KVA or Watts: Sum is >20 KVA or KW	154.058	Resolution	30.00	lump sum		
Public Works	Electrical	MFR-C-I Electrically Powered Outside Signs	154.058	Resolution	10.00	each		
Public Works	Electrical	MFR-C-I Temporary Service	154.058	Resolution	10.00	each		
Public Works	Electrical	MFR-C-I Solar Install	154.058	Resolution	50.00	each		
Public Works	Electrical	MFR-C-I Maximum Fee for Each Building/Job	154.058	Resolution	915.00	max fee		
Public Works	Electrical	MFR-C-I Electrical Plan Review Fee: 0 - 3,000 SF	154.058	Resolution	100.00	lump sum		
Public Works	Electrical	MFR-C-I Electrical Plan Review Fee: 3,001 - 6,000 SF	154.058	Resolution	200.00	lump sum		
Public Works	Electrical	MFR-C-I Electrical Plan Review Fee: 6,001 - 9,000 SF	154.058	Resolution	300.00	lump sum		
Public Works	Electrical	MFR-C-I Electrical Plan Review Fee: more than 9,000 SF	154.058	Resolution	400.00	lump sum		
Public Works	Electrical	MFR-C-I Electrical Plan Review Fee: extra plan review time charged by hour	154.058	Resolution	94.00	hour		
Public Works	Electrical	Electrical Contractor License	154.085 - renewal 154.088	Ordinance	100.00	Annual, expires 12/31		
Public Works	Electrical	Electrical-exam-fee	154.085	Ordinance	30.00		OMIT	Recommended per HAT re State

Dept	Div.	License or Permit Type	Code Section	How Fee Set	Fee	License Term / per unit charge	New fee	Notes
Public Works	Electrical	Electrical exam fee – expedited	154.085	Ordinance	200.00		OMIT	Recommended per HAT re State
Public Works	Electrical	Electrical License - Apprentice	154.058	Ordinance	20.00	Annual, expires 12/31		
Public Works	Electrical	Electrical work by homeowner	154.058	Resolution	-	Annual, expires 12/31		
Public Works	Electrical	Journeyman Electric License	154.085 - renewal 154.088	Ordinance	30.00	Annual, expires 12/31		
Public Works	Electrical	Restricted Electrician	154.085 - renewal 154.088	Ordinance	70.00	Annual, expires 12/31		
Public Works	Engineering	Construction Bond	57.023	Resolution	10,000.00			
Public Works	Engineering	Driveway Application Non-Standard	72.039	Resolution	31.00	EACH	34.00	
Public Works	Engineering	Driveway Approach Inspection	72.039	Resolution	31.00	EACH	34.00	
Public Works	Engineering	Driveway Approach Permit	72.039	Resolution	31.00	EACH	34.00	
Public Works	Engineering	Driveway Approach Re-Inspection Fee	72.039	Resolution	24.00	EACH	27.00	
Public Works	Engineering	Driveway Extension w/Authorization	72-039	Resolution	43.00	EACH	47.00	
Public Works	Engineering	Driveway Extension w/o Authorization	72-039	Resolution	91.00	EACH	97.00	
Public Works	Engineering	Entrance/Curb Cut	57.016	Resolution	24.00	EACH	26.00	
Public Works	Engineering	Excavation Bond - Annual	57.023	Resolution	10,000.00			
Public Works	Engineering	Excavation Bond - Site Specific	57.023	Resolution	10,000.00			
Public Works	Engineering	Excavation Permit (Work with the ROW)	57.021	Resolution	21.00	EACH	23.00	
Public Works	Engineering	Excavation Permit (Work within the ROW)	57.021	Resolution	21.00	EACH	23.00	
Public Works	Engineering	Failure to Obtain Permit Before Starting Work					50.00	New Fee, Model after Driveway Extension w or w/o Authorization - currently \$48
Public Works	Engineering	Flood Plain Survey		Resolution	-	we do not perform surveys - requires licensed surveyor		
Public Works	Engineering	Mailbox - max reimbursement for city-damaged post	59.007 - 59.008	Resolution	50.00	max reimb for replacement		
Public Works	Engineering	Moving Building		Resolution	50.00	Each Building		
Public Works	Engineering	Moving Building (loads exceeding vehicle weight limits)		Resolution	200.00	Each building		
Public Works	Engineering	Public Works Sale of Asphalt Millings, per ton	OTHER FEES	Resolution	5.00	per ton		
Public Works	Engineering	Sewer Cutoff			\$28.00		31.00	
Public Works	Engineering	Sewer Repair			\$28.00		31.00	
Public Works	Engineering	Sidewalk Inspection Fee (Full Sidewalk Construction)	57.042		41.00	EACH	45.00	
Public Works	Engineering	Sidewalk Inspection Fee (Partial Construction)	57.042		31.00	EACH	34.00	

Dept	Div.	License or Permit Type	Code Section	How Fee Set	Fee	License Term / per unit charge	New fee	Notes
Public Works	Engineering	Solid Waste Management Assessment- Commercial	51.001	Resolution	72.60	Annual - billed by waterworks		
Public Works	Engineering	Solid Waste Management Assessment-Agricultural with a water meter	51.001	Resolution	8.40	Annual - billed by waterworks		
Public Works	Engineering	Solid Waste Management Assessment-Industrial	51.001	Resolution	72.60	Annual - billed by waterworks		
Public Works	Engineering	Solid Waste Management Assessment-Multiple Family Residential, per family unit	51.001	Resolution	8.40	Annual - billed by waterworks		
Public Works	Engineering	Solid Waste Management Assessment-Single Family Residential	51.001	Resolution	8.40	Annual - billed by waterworks		
Public Works	Engineering	Solid Waste Management Assessment-Trailer Court / each lot	51.001	Resolution	8.40	Annual - billed by waterworks		
Public Works	Engineering	Street Patch Inspection			31.00	EACH	34.00	
Public Works	Engineering	Tunneling Permit	57.017	Resolution	19.00		34.00	
Public Works	Sewer	Sewer Connection Fee(New Div)	52-007	Resolution	300.00			
Public Works	Sewer	Sewer Connection Fee(WPCP)	52-004	Resolution	3,200.00			
Public Works	Sewer	Sewer Cutoff		Resolution	28.00		31.00	
Public Works	Sewer	Sewer Repair		Resolution	28.00		31.00	
Public Works	Sewer	Sanitary Sewer Connection - after 1/1/1974	52.005	Ordinance	3,200.00	Each connection		
Public Works	Sewer	Sanitary Sewer Connection - assessed	52.005	Ordinance	-	Each connection		
Public Works	Sewer	Sanitary Sewer Connection - assessed - deferred	52.005	Ordinance	3,200.00	Each connection		
Public Works	Sewer	Sanitary Sewer Connection - before 1/1/1974	52.005	Ordinance	-	Each connection		
Public Works	Sewer	Sanitary Sewer connection fee - non assessed properties	52.005		-			
Public Works	Sewer	Sanitary Sewer Connection to existing line	52.007	Ordinanc	300.00			
Public Works	Sewer	Sanitary Sewer Utility Conn-City Constructed		Ordinance	3,200.00	Each connection		
Public Works	Sewer	Sanitary Sewer Utility Conn-Developer Constructed		Ordinance	300.00	Each connection		
Public Works	Sewer	Sanitary Sewer Utility Connection	52.007	Ordinance	3,200.00	Each connection		
Public Works	Sewer	Sewer Deposit	52.006	Ordinance	40.00			
Public Works	Sewer	assessment of costs when required to make connection	52.004		-			
Public Works	Sewer	New Sewer Connection			28.00	EACH	34.00	
Public Works	Sewer	Sewer Connection Fee(City Installed)			3,200.00	EACH		
Public Works	Sewer	Sewer Connection Fee(Subdivision Installed)			300.00	EACH		
Public Works	Sewer	Sewer Cutoff			28.00	EACH	31.00	

Dept	Div.	License or Permit Type	Code Section	How Fee Set	Fee	License Term / per unit charge	New fee	Notes
Public Works	Sewer	Sewer Repair			28.00	EACH	31.00	
Public Works	Sewer	Sewer Equip Chg 4" Pump (4 hour minimum)	52.074	Resolution	7.00	Per hour. Note: All time for equipment shall be charged a minimum of one hour unless otherwise noted.		
Public Works	Sewer	Sewer Equip Chg 6" Pump (4 hour minimum)	52.074	Resolution	13.00	Per hour. Note: All time for equipment shall be charged a minimum of one hour unless otherwise noted.		
Public Works	Sewer	Sewer Equip Chg Air Compressor	52.074	Resolution	25.00	Per hour. Note: All time for equipment shall be charged a minimum of one hour unless otherwise noted.		
Public Works	Sewer	Sewer Equip Chg Back Hoe	52.074	Resolution	50.00	Per hour. Note: All time for equipment shall be charged a minimum of one hour unless otherwise noted.		
Public Works	Sewer	Sewer Equip Chg Back Hoe w/ Hammer or tamper	52.074	Resolution	65.00	Per hour. Note: All time for equipment shall be charged a minimum of one hour unless otherwise noted.		
Public Works	Sewer	Sewer Equip Chg Concrete Saw	52.074	Resolution	45.00	Per hour. Note: All time for equipment shall be charged a minimum of one hour unless otherwise noted.		
Public Works	Sewer	Sewer Equip Chg Dump Truck (2.5 ton)	52.074	Resolution	35.00	Per hour. Note: All time for equipment shall be charged a minimum of one hour unless otherwise noted.		
Public Works	Sewer	Sewer Equip Chg End loader	52.074	Resolution	65.00	Per hour. Note: All time for equipment shall be charged a minimum of one hour unless otherwise noted.		
Public Works	Sewer	Sewer Equip Chg Hole Coring Saw	52.074	Resolution	20.00	Per hour. Note: All time for equipment shall be charged a minimum of one hour unless otherwise noted.		
Public Works	Sewer	Sewer Equip Chg Jet Truck	52.074	Resolution	65.00	Per hour. Note: All time for equipment shall be charged a minimum of one hour unless otherwise noted.		
Public Works	Sewer	Sewer Equip Chg Jet Vacuum truck	52.074	Resolution	90.00	Per hour. Note: All time for equipment shall be charged a minimum of one hour unless otherwise noted.		
Public Works	Sewer	Sewer Equip Chg One Ton Truck	52.074	Resolution	15.00	Per hour. Note: All time for equipment shall be charged a minimum of one hour unless otherwise noted.		
Public Works	Sewer	Sewer Equip Chg Pickup Truck	52.074	Resolution	12.00	Per hour. Note: All time for equipment shall be charged a minimum of one hour unless otherwise noted.		
Public Works	Sewer	Sewer Equip Chg Television truck	52.074	Resolution	90.00	Per hour. Note: All time for equipment shall be charged a minimum of one hour unless otherwise noted.		
Public Works	Sewer	Sewer Tap Charge 4" Service Lateral Connection	52.074	Resolution	136.00	(including labor, equipment & saddle)	200.00	increase in material cost
Public Works	Sewer	Sewer Tap Charge 6" Service Lateral Connection	52.074	Resolution	157.00	(including labor, equipment & saddle)	225.00	increase in material cost
Public Works	Sewer	Personnel Chgs Sewer Dept. Labor			36.00	Per hour. Note: All time for personnel shall be charged a minimum of one hour unless otherwise noted.	40.00	review of labor - wage & benefits
Public Works	Sewer	Personnel Chgs Sewer Dept. Labor Overtime			49.00	Per hour. Note: All time for personnel shall be charged a minimum of one hour unless otherwise noted.	60.00	review of labor - wage & benefits
Public Works	Sewer	Personnel Chgs Sewer Superintendent			44.00	Per hour. Note: All time for personnel shall be charged a minimum of one hour unless otherwise noted.	55.00	review of labor - wage & benefits
Public Works	Storm Sewer	COSESCO Permit - per acre plus \$20 additional acre or portion thereof		Resolution	120.00	PER ACRE PLUS ADDL FEE \$20 PER ACRE		
Public Works	Storm Sewer	Major Erosion Control Permit	55.003-55.013	Resolution	-	based on parcel size 120 per acre + 20 addl acre		
Public Works	Storm Sewer	Minor Erosion Control Permit	55.004 - 55.013	Resolution	-	based on parcel size 120 per acre + 20 addl acre		
Public Works	Storm Sewer	Public Works Construction Site Erosion Sediment	55.013	Resolution	-	based on parcel size 120 per acre + 20 addl acre		
Public Works	Storm Sewer	Storm Sewer Revision		Resolution	28.00	Each	31.00	
Public Works	Storm Sewer	Storm Water Rate	53.006 - 55.013	Ordinance	4.00	per ERU (2800 sq ft)		
Public Works	Storm Sewer	Storm water runoff - detention exception fee: commercial	53.026	Ordinance	13,500.00	per acre, \$.90 runoff coefficient		

Dept	Div.	License or Permit Type	Code Section	How Fee Set	Fee	License Term / per unit charge	New fee	Notes
Public Works	Storm Sewer	Storm water runoff - detention exception fee: industrial	53.026	Ordinance	12,000.00	per acre, \$.80 runoff coefficient		
Public Works	Storm Sewer	Storm water runoff - detention exception fee: low density and single/two family residential	53.026	Ordinance	6,000.00	per acre, \$.40 runoff coefficient		
Public Works	Storm Sewer	Storm water runoff - medium-high-density and multi-family residential	53.026	Ordinance	12,000.00	per acre, \$.80 runoff coefficient		
Public Works	Storm Sewer	Storm Water Utility rate - exemption and credit application fee	53.024	Resolution	100.00	100 for non residential and \$50 for residential properties		
Public Works	Storm Sewer	SUDAS - in lieu of Detention-Commercial	53.026	Ordinance	13,500.00	per acre		
Public Works	Storm Sewer	SUDAS - in lieu of Detention-Industrial	53.026	Ordinance	12,000.00	per acre		
Public Works	Storm Sewer	SUDAS - in lieu of Detention-Low Density	53.026	Ordinance	6,000.00	per acre		
Public Works	Storm Sewer	SUDAS - in lieu of Detention-Medium High	53.026	Ordinance	12,000.00	per acre		
Public Works	Storm Sewer	Utility Rate - per ERU	53.006	Ordinance	4.00	per month		
Public Works	Street	Special Events Trailer (delivery/pickup)	130.003	Ordinance	150.00			
Public Works	Street	Special Events (delivery/pickup 2+ barricades at specific locations)	130.003	Ordinance	300.00			
Public Works	Street	Special Events (delivery/pickup 1 or 2 barricades)	130.003	Ordinance	75.00			
Public Works	WPCP	Annual Inspection	52.074	Resolution	47.00	per hour	65.00	
Public Works	WPCP	Copies			0.25	per policy		
Public Works	WPCP	Copies - min 15 minutes labor charge			-	per policy		
Public Works	WPCP	Digestion (Emergency)	52.074	Resolution	20.00			
Public Works	WPCP	Digestion Fee (Metals)	52.074	Resolution	10.00			
Public Works	WPCP	Hourly pH	52.074	Resolution	15.00			
Public Works	WPCP	Investigation of Accidental Discharges/Slug Discharge	52.074	Resolution	62.00	per hour		
Public Works	WPCP	Lab Analysis Alkalinity			9.00		10.00	
Public Works	WPCP	Lab Analysis Ammonia Nitrogen			12.00		15.00	
Public Works	WPCP	Lab Analysis Arsenic Furnace			19.00			
Public Works	WPCP	Lab Analysis BOD/CBOD			18.00		20.00	
Public Works	WPCP	Lab Analysis Cadmium Flame			12.00			
Public Works	WPCP	Lab Analysis Cadmium Furnace			19.00			
Public Works	WPCP	Lab Analysis Chromium (Hexavalent)			12.00			
Public Works	WPCP	Lab Analysis Chromium (Total) Flame			12.00			

Dept	Div.	License or Permit Type	Code Section	How Fee Set	Fee	License Term / per unit charge	New fee	Notes
Public Works	WPCP	Lab Analysis Chromium (Total) Furnace			19.00			
Public Works	WPCP	Lab Analysis COD			15.00			
Public Works	WPCP	Lab Analysis Copper Flame			12.00			
Public Works	WPCP	Lab Analysis Cyanide			28.00			
Public Works	WPCP	Lab Analysis Hach TKN			12.00		200.00	
Public Works	WPCP	Lab Analysis Lead Flame			12.00			
Public Works	WPCP	Lab Analysis Molybdenum			19.00			
Public Works	WPCP	Lab Analysis Nickel Furnace			12.00			
Public Works	WPCP	Lab Analysis Nitrogen (Nitrate)			13.00			
Public Works	WPCP	Lab Analysis Oil & Grease			15.00		20.00	
Public Works	WPCP	Lab Analysis pH			5.00			
Public Works	WPCP	Lab Analysis Potassium			12.00			
Public Works	WPCP	Lab Analysis Selenium			19.00			
Public Works	WPCP	Lab Analysis Settleable Solids			7.00			
Public Works	WPCP	Lab Analysis Silver Flame			12.00			
Public Works	WPCP	Lab Analysis TKN EPA Method			25.00			
Public Works	WPCP	Lab Analysis Total Phosphorus			14.00		20.00	
Public Works	WPCP	Lab Analysis Total Solids			9.00		10.00	
Public Works	WPCP	Lab Analysis Total Suspended Solids (TSS)			9.00		10.00	
Public Works	WPCP	Lab Analysis Total Volatile Solids			9.00		10.00	
Public Works	WPCP	Lab Analysis Vol. Suspended Solids			9.00		10.00	
Public Works	WPCP	Lab Analysis Volatile Acids			15.00		20.00	
Public Works	WPCP	Lab Analysis Zinc Flame			12.00			
Public Works	WPCP	Monthly Billing for Lab Analysis			10.00	per month		
Public Works	WPCP	Mudpit Facility Registration			100.00	Annual		
Public Works	WPCP	Personnel Charges - Administrative Secretary			39.18	Per hour. Note: All time for personnel shall be charged a minimum of one hour unless otherwise noted.	43.00	FY23 wage estimate
Public Works	WPCP	Personnel Charges - Director			65.48	Per hour. Note: All time for personnel shall be charged a minimum of one hour unless otherwise noted.	70.00	FY23 wage estimate

MASTER FEE SCHEDULE 07/01/22

Dept	Div.	License or Permit Type	Code Section	How Fee Set	Fee	License Term / per unit charge	New fee	Notes
Public Works	WPCP	Personnel Charges - Lab Chemist			47.75	Per hour. Note: All time for personnel shall be charged a minimum of one hour unless otherwise noted.	52.00	FY23 wage estimate
Public Works	WPCP	Personnel Charges - Plant Maintenance Overtime			58.30	Per hour. Note: All time for personnel shall be charged a minimum of one hour unless otherwise noted.	69.00	FY23 wage estimate
Public Works	WPCP	Personnel Charges - Plant Maintenance Personnel			44.96	Per hour. Note: All time for personnel shall be charged a minimum of one hour unless otherwise noted.	49.00	FY23 wage estimate
Public Works	WPCP	Sample Handling	52.074	Resolution	20.00			
Public Works	WPCP	Sampling Equipment / per day	52.074	Resolution	40.00	per day		
Public Works	WPCP	Waste Hauler	52.046	Ordinance	50.00	Annual - per vehicle		
Public Works	WPCP	Waste Water Appeal Filing Fee	52.074		100.00			
Public Works	WPCP	Waste Water Discharger Application Fee	52.074		125.00			
Public Works	WPCP	Waste Water Discharger Permit	52.075	Ordinance	250.00	establishes fee		
Public Works	WPCP	Waste Disposal - Grease Trap - In City		Ordinance	0.135	per gallon		
Public Works	WPCP	Waste Disposal - Grease Trap - Out of City	52.051	Ordinance	0.270	per gallon		
Public Works	WPCP	Waste Disposal - Septage Waste	52.051	Ordinance	0.118	per gallon		
Public Works	WPCP	Waste Disposal - Septage Waste - meter reading fee	52.051	Ordinance	10.00			
Public Works	WPCP	Waste Disposal - Mudpit Waste - In City	52.051	Ordinance	50.00	min per vehicle plus \$25 for more than 2 cu. yd.		
Public Works	WPCP	Work Order	52.074	Resolution	10.00	each		

**RESOLUTION APPROVING AN AGREEMENT FOR SERVICES WITH THE ANIMAL
RESCUE LEAGUE OF MARSHALLTOWN**

WHEREAS, the City of Marshalltown has had an agreement in place with the Animal Rescue League of Marshalltown (“ARL”) to house animals found in the city limits of Marshalltown as required by Iowa Code Chapter 351; and

WHEREAS, the current agreement has not been reviewed and updated since 2018; and

WHEREAS, the ARL is also requesting additional funding to pay for the scope of work of the contract after not having a cost increase in multiple years;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that the attached Agreement with the Animal Rescue League of Marshalltown is hereby approved and the Mayor is directed to execute the agreement.

Passed this 27th 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

AGREEMENT FOR CONTRACTED SERVICES

This Agreement for Contracted Services (“Agreement”) is entered into between the **CITY OF MARSHALLTOWN, IOWA (“CITY”)**, an Iowa municipal corporation, and the **ANIMAL RESCUE LEAGUE OF MARSHALLTOWN (“ARL”)**, and Iowa non-profit corporation, in connection with the provision of services by ARL to the CITY.

In providing services to the CITY, the ARL and its employees shall be governed by the mission statement of ARL, which is directed toward the humane treatment of animals and prevention of cruelty to animals.

I. Services Provided.

1. Housing of Animals. ARL agrees to house any stray domesticated cats and dogs that are brought to the ARL shelter from within the corporate limits of the City of Marshalltown. Cats will be held a minimum of three (3) days and dogs will be held a minimum of 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 5:00p.m., ARL shall provide the following services to the CITY:

A. Complaint Investigation. Upon receipt of a case of substandard care or nuisance, the City of Marshalltown Police Department (“Department”) will be notified of the complaint by the ARL. A police officer will be dispatched to perform an initial investigation and upon confirmation of a valid animal welfare concern, the Department will notify the ARL if further assistance is needed. It is understood and agreed by the parties that ARL 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 enter into an agreement with a veterinary clinic to provide these services as needed.

B. Bite Case Containments or other City Required Containments. ARL agrees to provide confinement services as required by the Code of Iowa or Marshalltown City Ordinance in accordance with the following fee schedule:

- i. Following required confinement, the CITY may elect to have animals euthanized or 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 ARL.
- ii. The fee for a 10-day bite confinement shall be \$150 (\$15 a night for boarding prior to euthanasia) and \$15 per night exceeding 10 days.
- iii. Disposal fees after quarantine shall be as follows: dogs and cats less

than 50 pounds - \$75; dogs between 51-100 pounds - \$100; and dogs greater than 100 pounds - \$125. It shall be the responsibility of the owner of an animal to pay the fees described above and ARL will attempt to collect the fees with normal collection procedures. In the event ARL is unsuccessful in obtaining payment through normal collection procedures, such charges shall be paid by the CITY.

C. Animal Control Officer. The ARL will have available an Animal Control Officer (“ACO”) to respond to calls for service related to domestic animals at large or bite investigations during regular business hours. The ACO will assist in the capture of these animals when requested by the Department.

3. Services Provided After Hours. ARL will provide after-hours services as follows: ARL will provide a location for the Department to bring animals to the shelter after normal business hours. ARL will have an ACO on call outside of normal business hours. The ACO will respond to after-hours calls referred by the Department. It is agreed that for any animal dropped off, a police report must be faxed to the ARL 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 shall make payments to ARL for the services to be provided herein as follows, which shall be paid in equal monthly installments. Each fiscal year begins on July 1st and ends on June 30th:

Fiscal Year 2023: \$80,000

Fiscal Year 2024: \$83,200

Fiscal Year 2025: \$86,528

Fiscal Year 2026: \$89,989

Fiscal Year 2027: \$93,589

III. Term; Cancellation. This Agreement shall continue year-to-year unless or until terminated, subject to renegotiation of rates following Fiscal Year 2027. This Agreement may be terminated at any time by either party upon 60 days written notice to the other, subject to the payment of fees which have accrued through the date of termination.

This 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. Cooperation. It is agreed that the CITY, through the Department will assist ARL in carrying out its duties by provided a uniformed officer on the scene as necessary.

V. 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 Department. It is agreed ARL will not pick up dead animals within the City of Marshalltown and will not handle wild animals within the corporate limits of the City of

Marshalltown.

VI. 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 contains the entire agreement of the parties and shall not be amended, except by a written instrument duly signed by the parties. 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.

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

VIII. Council Approval. This Agreement is expressly contingent upon approval by the City Council of the City of Marshalltown, Iowa.

IX. Counterparts. This Agreement may be executed in several counterparts, each of which, when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute 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. ARL and the CITY agree 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.

**ANIMAL RESCUE LEAGUE OF
MARSHALLTOWN,**
an Iowa non-profit corporation

CITY OF MARSHALLTOWN, IOWA,
an Iowa municipal corporation

Dated this ____ day of _____ 2022.

Dated this ____ day of _____ 2022.

By: _____
James D. Sams, President

By: _____
Joel Greer, Mayor

Attest:

Alicia Hunter, City Clerk

Address: 1921 Taylor Avenue
Marshalltown, IA 50158

Address: Marshalltown City Hall
24 N Center St.,
Marshalltown, IA 50158

Telephone: (641)753-9046

Telephone: (641)754-5701

**RESOLUTION APPROVING CONTRACT CHANGE ORDER #2 FOR THE 12TH
AVENUE SIDEWALK PROJECT #TRL19002, A DECREASE OF \$38,083.46**

WHEREAS, the City of Marshalltown, Iowa, has heretofore entered into a contract with Concrete Professionals., for the labor and material for the 12th Avenue Sidewalk Project #TRL19002

WHEREAS, a decrease is requested for items to complete the project.

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

Section 1. That the contract Change Order #2 for the 12th Avenue Sidewalk Project, in the decreased amount of \$38,083.46 is hereby accepted and approved.

Passed this 27th 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: Jay C. Koch, Civil Engineer II
DATE: June 23, 2022
RE: Final Change Order #2 for 12th Avenue Sidewalk, Project No. TRL19002.
Change order reduces project costs by \$38,083.46 for a final project cost of \$550,966.74.

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: No specific objective/action. Change order is required by contract to reconcile actual in-field constructed quantities.

Recommendation: Staff recommends approval of Change Order #1.

Budget Impact: Since this was a budgeted CIP project, this change order will lower the overall project costs.

Description/Background: Construction included the construction of sidewalk along South 12th Avenue, East Olive Street and South 17th Avenue. This project was primarily completed in 2021 with the exception of final seeding and pedestrian traffic signs.

There are some areas seeded that are under observation to insure required grass growth is achieved. The City has a 4 year warranty on the project and contractor is aware that there may be additional seeding and care if proper growth is not achieved.

Attachments: Change Order #2 (Final)

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



CHANGE ORDER NO.: 2 Final

Owner:	City of Marshalltown	Owner's Project No.:	TRL19-002
Engineer:	CGA & Assoc.	Engineer's Project No.:	
Contractor:	Concrete Professionals	Contractor's Project No.:	
Project:	12th Avenue Sidewalk		
Contract Name:	12th Avenue Sidewalk, Base Bid plus Change Orders 1 and 2		
Date Issued:	6/10/2022	Effective Date of Change Order:	6/27/2022
The Contract is modified as follows upon execution of this Change Order: Description: Reconciling project for final quantities and project completion. Attachments: See Summary Sheet Attached for Changes			
Change in Contract Price		Change in Contract Times [State Contract Times as either a specific date or a number of days]	
Original Contract Price:		Original Contract Times:	
\$ 589,050.20		Substantial Completion: September 30, 2021	
		Ready for final payment: May 30, 2022	
No change from previously approved Change Orders No. 1		Increase from previously approved Change Order No. 1:	
\$ 0.00		Substantial Completion: December 30, 2021	
		Ready for final payment: May 30, 2022	
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ 589,050.20		Substantial Completion: December 30, 2021	
		Ready for final payment: May 30, 2022	
Decrease this Change Order:		[Increase] [Decrease] this Change Order:	
\$ (38,083.46)		Substantial Completion: No Change	
		Ready for final payment: No Change	
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ 550,966.74		Substantial Completion: December 30, 2021	
		Ready for final payment: May 30, 2022	

Recommended by Engineer		Accepted by Contractor	
By: <u>Jay Coch</u>	By: <u>Kirby Caraveo</u>		
Title: <u>Civil Engineer II</u>	Title: <u>Estimator</u>		
Date: <u>6/9/22</u>	Date: <u>6/9/2022</u>		
Authorized by Owner			
By: _____			
Title: _____			
Date: _____			

Project: 12th Avenue Sidewalk
 Contract: 12th Avenue Sidewalk, Base Bid plus Change Orders 1 and 2
 Change Order No.: 2

Bid Item No.	Description	Contract Information				Work Completed	
		Item Quantity	Units	Unit Price	Value of Bid Item	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date
Original Contract							
7	REMOVAL OF DRIVEWAY OR PAVEMENT	2141.0	SY	\$15.00	\$32,115.00	1905.9	\$28,588
9	COMPACTION TESTING	1.0	LS	\$5,600.00	\$5,600.00	0.0	\$0
11	SUBGRADE PREPARATION, 12"	301.0	SY	\$3.30	\$993.30	139.0	\$458
12	GRANULAR SUBBASE, 4"	2494.0	SY	\$8.15	\$20,326.10	2251.0	\$18,345
13	GRANULAR SUBBASE, 6"	2186.0	SY	\$11.15	\$24,373.90	2318.6	\$25,852
14	MODIFIED SUBBASE, 12"	301.0	SY	\$28.00	\$8,428.00	0.0	\$0
15	PCC SIDEWALK, CLASS C, 5"	2382.0	SY	\$53.00	\$126,246.00	2251.0	\$119,303
16	COMBINED CONCRETE SIDEWALK AND RETAINING WALL	26.0	CY	\$760.00	\$19,760.00	25.75	\$19,570
17	MODULAR BLOCK RETAINING WALL	85.0	SF	\$89.90	\$7,641.50	155.0	\$13,934
18	PCC PAVEMENT, CLASS M, 8"	274.0	SY	\$80.40	\$22,029.60	0.0	\$0
19	DRIVEWAYS, CLASS M, 6" PCC	557.0	SY	\$47.20	\$26,290.40	579.0	\$27,328
20	DRIVEWAYS, CLASS M, 8" PCC	1629.0	SY	\$67.00	\$109,143.00	1739.6	\$116,553
21	DRIVEWAYS, 12" GRANULAR SURFACING	211.0	SY	\$31.00	\$6,541.00	342.0	\$10,602
22	CURB AND GUTTER, 2.5' PCC	88.0	LF	\$50.00	\$4,400.00	100.3	\$5,015
27	MACADAM STONE	4.0	TON	\$205.00	\$820.00	0.0	\$0
29	WATTLES, INSTALLATION	1450.0	LF	\$2.25	\$3,262.50	492.0	\$1,107
30	WATTLES, REMOVAL OF DEVICE	1450.0	LF	\$0.55	\$797.50	492.0	\$270
31	SILT FENCE, INSTALLATION	190.0	LF	\$5.60	\$1,064.00	0.0	\$0
32	SILT FENCE, REMOVAL OF SEDIMENT	190.0	LF	\$1.10	\$209.00	0.0	\$0
33	SILT FENCE, REMOVAL OF DEVICE	190.0	LF	\$1.10	\$209.00	0.0	\$0
34	INLET PROTECTION DEVICE, INSTALLATION	6.0	EA	\$225.00	\$1,350.00	3.0	\$675
35	INLET PROTECTION DEVICE, REMOVAL OF DEVICE	6.0	EA	\$56.00	\$336.00	3.0	\$168
36	STABILIZED CONSTRUCTION ENTRANCE	3.0	EA	\$1,960.00	\$5,880.00	1.0	\$1,960
Contract Totals					\$ 589,050.20		\$ 550,966

**RESOLUTION APPROVING ENGINEER'S STATEMENT OF COMPLETION AND
ACCEPTING CONCRETE PROFESSIONALS, 12TH AVENUE SIDEWALK PROJECT,
BEING PROJECT NO. TRL19002**

WHEREAS, the City of Marshalltown, Iowa has heretofore entered into a contract for labor and material for the 12th Avenue Sidewalk Project, and

WHEREAS, said project has been completed by Concrete Professionals, 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 12th Street Sidewalk Project, being project No. TRL19002, 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 Concrete Professionals, including the payment of the items called for in said contract and Statement of Completion.

Passed this 27th day of June, 2022 and signed this _____ day of June, 2022.

CITY OF MARSHALLTOWN

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: Jay C. Koch, Civil Engineer II
DATE: June 23, 2022
RE: Statement of Substantial Completion and Notice of Acceptability of Work for the 12th Avenue Sidewalk, Project No. TRL19002.

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: Statement of Substantial Completion and Notice of Acceptability of Work is require by the contract documents.

Recommendation: Staff recommends acceptance of Statement of Substantial Completion and Notice of Acceptability of Work.

Budget Impact: There are no impacts to the budget with acceptance of these documents.

Description/Background: Statement of Substantial Completion is required by the contract documents to notify the contractor that December 30, 2021 has been established as substantial completion. Substantial completion is the date when project can be utilized for its intended purpose and establishes the date from which the 4 year warranty period begins. Conditions associated with this statement are provided in the actual document.

Notice of Acceptability of Work is require by the contract to give notice to the Owner and Contractor that the engineer recommends final payment to the Contractor. Conditions of this notice are provided in the actual notice.

Attachments: Statement of Substantial Completion and Notice of Acceptability of Work.

City Council

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



CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner:	City of Marshalltown	Owner's Project No.:	TRL-19002
Construction Engineer:	City of Marshalltown	Engineer's Project No.:	TRL-19002
Contractor:	Concrete Professionals	Contractor's Project No.	
Project:	12 th Avenue Sidewalk		
Contract Name:	12 th Avenue Sidewalk, TRL-19002		

This ☐ Preliminary ☒ Final Certificate of Substantial Completion applies to:

☒ All Work ☐ The following specified portions of the Work:

Base Bid work Items 1 through 37, as amended by change order's 1 and 2.

Date of Substantial Completion: **December 30, 2021**

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 has been completed satisfactorily. 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:

None

Amendments to Contractor's Responsibilities: ☒ None ☐ As follows:

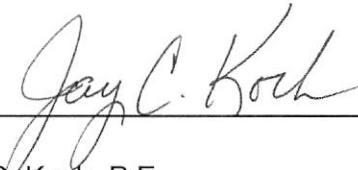
None

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

None

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): Jay C. Koch, P.E.

Title: Civil Engineer II

NOTICE OF ACCEPTABILITY OF WORK

Owner:	City of Marshalltown	Owner's Project No.:	TRL-19002
Construction Engineer:	City of Marshalltown	Engineer's Project No.:	TRL-19002
Contractor:	Concrete Professionals	Contractor's Project No.	
Project:	12 th Avenue Sidewalk		
Contract Name:	12 th Avenue Sidewalk, TRL-19002		
Notice Date:	6/10/2022	Effective Date of the Construction Contract:	11/10/20

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"). 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.

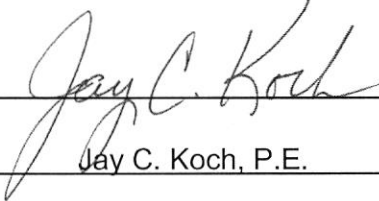
This Notice has been prepared to the best of Engineer's knowledge, information, and belief as of the Notice Date.

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): Jay C. Koch, P.E.

Title: Civil Engineer II

**RESOLUTION APPROVING AN OFFER BUY AND REAL ESTATE ACCEPTANCE
WITH MOYER FAMILY REAL ESTATE FOR THE SALE OF PROPERTY**

WHEREAS, Karl of Marshalltown is investing \$20 million in constructing new facilities and developing the lots located at 906 North 3rd Avenue and 1000 North 3rd Avenue; and

WHEREAS, Karl of Marshalltown has requested to purchase a portion of a City-owned parcel adjacent to 906 North 3rd Avenue to relocate a storage building as part of the overall project;

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 attached Offer to Buy and Real Estate Acceptance and sign other documents necessary to complete the transfer of the property.

Passed this 27th 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



OFFER TO BUY REAL ESTATE AND ACCEPTANCE (NONRESIDENTIAL)

TO: The City of Marshalltown, Iowa, (SELLERS)

The undersigned BUYERS hereby offer to buy and the undersigned SELLERS by their acceptance agree to sell the real property situated in Marshalltown, Iowa:

Approximately 0.19 acres of unimproved land located immediately West of the North 151 feet of Buyers' property located at 906 S. 3rd Avenue in Marshalltown, Iowa. Said tract will measure approximately 151 feet South to North and 55 feet East to West. The land will be surveyed as provided in this Offer and a Plat of Survey showing the legal description will be recorded and used in the conveyance

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 any legal business.

1. PURCHASE PRICE. The Purchase Price shall be based on a price of \$33,222.53 per acre times the actual acres as determined by survey. The method of payment shall be as follows: \$1,000.00 with this offer, to be deposited upon acceptance of this offer and held in trust by the City of Marshalltown, Iowa, as earnest money, and the balance of the Purchase Price shall be paid in full upon acceptance of this Offer by the City Council following a public hearing and delivery of Deed and abstract at closing.
2. REAL ESTATE TAXES. This property is currently tax exempt. 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 at time of closing 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 or installments not payable by SELLERS.

4. RISK OF LOSS AND INSURANCE. There are currently no buildings or improvements on the property. SELLERS to maintain the property in its existing condition.
5. POSSESSION AND CLOSING. If BUYERS timely perform all obligations, possession of the Property shall be delivered to Buyers following public hearing at time of closing, and any adjustments of rent, insurance, interest and all charges attributable to the SELLERS' possession shall be made as of the date of possession. Closing shall occur after the approval of title by BUYERS and vacation of the Property by SELLERS. SELLERS agree to permit BUYERS to inspect the Property within 48 hours prior to closing. This transaction shall be considered closed:
 - A. Upon the delivery of the title transfer documents to BUYERS and receipt of all funds then due at closing from BUYERS under the Agreement.
 - B. ~~(If "A" is stricken) Upon the filing of the title transfer documents and receipt of all funds 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. Also included shall be the following: There are currently no fixtures on the property.
7. CONDITION OF PROPERTY. The property as of the date of this Agreement will be preserved by the SELLERS in its present condition until possession. SELLERS make no warranties, expressed or implied, as to the condition of the property.
 - A. BUYERS acknowledge that they have made a satisfactory inspection of the Property and are purchasing the Property in its existing condition.
 - B. ~~(If "A" is stricken) 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.~~
8. ABSTRACT AND TITLE. SELLERS, at their expense, shall promptly obtain an abstract of title to the Property continued through the date of acceptance of this Agreement, _____, and deliver it to BUYERS' attorney for examination. It shall show marketable title in SELLERS in conformity with this Agreement, Iowa law, and title standards of the Iowa State Bar Association. The SELLERS shall make every reasonable effort to promptly perfect title. If closing is delayed due to SELLERS' inability to provide marketable title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving ten days written notice to the other party. The abstract shall become the property of BUYERS when the Purchase Price is paid in full. SELLERS shall pay the costs of any additional abstracting and title work due to any act or omission of SELLERS, including transfers by or the death of SELLERS or their assignees. Unless stricken, the abstract shall be obtained from an abstracter qualified by the Guaranty Division of the Iowa Housing Finance Authority.

9. SURVEY. If a survey is required under Iowa Code Chapter 354, or city or county ordinances, BUYERS shall pay the costs thereof. BUYERS shall, at BUYERS' expense prior to closing, have the property surveyed and certified by a registered land surveyor to determine the legal description and the correct number of acres.
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.
- B. BUYERS may at their expense, within 10 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. In the event any hazardous materials, substances, conditions or wastes are discovered on the Property, BUYERS' obligation hereunder shall be contingent upon the removal of such materials, substances, conditions or wastes or other resolution of the matter reasonably satisfactory to BUYERS. However, in the event SELLERS are required to expend any sum in excess of \$500.00 to remove any hazardous materials, substances, conditions or wastes, SELLERS shall have the option to cancel this transaction and refund to BUYERS all earnest money paid and declare this Agreement null and void. 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, substances, conditions or waste shall be paid by SELLERS, subject to SELLERS' right to cancel this transaction as provided above.
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 the title shall extend to the time of delivery of the deed excepting liens and encumbrances suffered or permitted by BUYERS.
12. JOINDER BY SELLER'S SPOUSE.
13. 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.
14. 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.
15. APPROVAL OF COURT.
16. 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 the prevailing parties shall be entitled to obtain judgment for costs and attorney fees.

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

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

19. NO REAL ESTATE AGENT OR BROKER. Neither party has used the service of a real estate agent or broker in connection with this transaction.

20. 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.

21. INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM.

A. 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.

~~B. The Property is served by a private sewage disposal system, or there is a private sewage disposal system on the Property. Seller and Buyer agree to the provision selected in the attached Addendum for Inspection of Private Sewage Disposal System.~~

~~C. Seller and Buyer agree that this transaction IS exempt from the time of transfer inspection requirements by reason that _____.)~~

22. ADDITIONAL PROVISIONS.

- A. Buyers are aware that this property is located in a Flood Hazard Area.
- B. Buyers agree that this parcel will be joined with its property at 906 N. 3rd Avenue in Marshalltown, Iowa (Tax Parcel Number 8418-26-201-018) and Buyers will record an Affidavit of Non-Severability to insure it is permanently joined.
- C. This Agreement is subject to approval by the City Council of Marshalltown, Iowa following a public hearing.

23. ACCEPTANCE. When accepted, this Agreement shall become a binding contract. If not accepted and delivered to BUYERS on or before _____, this Agreement shall be null and void and all payments made shall be returned immediately to BUYERS. If accepted by SELLERS at a later date and acceptance is satisfied in writing, then this contract shall be valid and binding.

Accepted _____, 2022

Dated _____, 2022

SELLERS

The City of Marshalltown, Iowa

BUYERS

Moyer Family Real Estate LLC

By: _____
Jessica Kinser, City Administrator

By: _____
Carl D. Moyer

Address: 24 North Center Street
Marshalltown, IA 50158
Telephone: (641) 754-5799

Address: 1101 SE Oralabor Road
Ankeny, IA 50021
Telephone: _____

**RESOLUTION APPROVING AN ELECTRIC LINE EASEMENT WITH INTERSTATE
POWER AND LIGHT COMPANY AT 17 EAST STATE STREET**

WHEREAS, the City of Marshalltown, which owns 17 East State Street, has been approached to grant an easement to Interstate Power and Light Company, dba Alliant Energy, to install an Overhead Primary Line Underground; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA: the easement for the Overhead Primary Line Underground is hereby approved.

Passed this 27th 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 27, 2022
RE: Alliant Easement Request – 17 E State St

Policy Issue: Land ownership / easement changes shall be approved by 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 – Support development in Downtown

Recommendation: City Staff recommend approving easement.

Budget Impact: None.

Description/Background: City staff received the attached request for an easement associated with Alliant's project #4262939 which will be relocating overhead primary power underground.



They are requesting a 6' wide easement to place underground electric across a city owned parking lot located at 17 E State St.

Attachments: Easement Documentation.

CITY COUNCIL

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





June 7, 2022

City of Marshalltown
24 N. Center St.
Marshalltown, IA 50158

Subject: Alliant Energy - Project #4262939

To Whom It May Concern,

Mi-Tech Services, Inc., has been retained by Alliant Energy officially known as (Interstate Power and Light Company) to acquire the necessary easement rights to allow them to place the overhead primary line on your property underground or make changes to the current setup. This project is an effort to reduce downed lines, outages and complete needed maintenance. This line will help provide a more reliable energy delivery system. We are requesting an easement on the City property to allow Alliant Energy to construct and operate the line in a safe manner.

I am enclosing the necessary paperwork and information for your review and presentation to City Council, if required. If you have any questions or would like someone to be present for the meeting please don't hesitate to call. I appreciate your time and attention to this matter.

Sincerely,

Jennifer Ackerson
Project Manager
Phone number 515-326-5965
jackerso@mi-tech.us

ELECTRIC LINE EASEMENT

For and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, **City of Marshalltown** ("Grantor(s)"), ADDRESS: **17 E. State St., Marshalltown, Iowa** do(es) hereby warrant and convey unto **Interstate Power and Light Company, an Iowa Corporation**, its successor and assigns, ("Grantee") a perpetual easement with the right, privilege and authority to construct, reconstruct, maintain, expand, operate, repair, patrol and remove an underground electric and telecommunications line or lines, consisting of wires, transformers, switches and other necessary fixtures, appurtenances and equipment, (including associated surface mounted equipment) and construction (collectively, the "*Line*" or "*Lines*") for transmitting electricity, communications and all corporate purposes of Grantee together with the power to extend to any other party the right to use, jointly with the Grantee, pursuant to the provisions hereof, upon, under, and across the following described lands located in the County of **Marshall**, and the State of Iowa:

See Attached Exhibit A, page 3

together with all the rights and privileges for the full enjoyment or use thereof for the aforesaid purpose.

Grantor(s) agrees that it will not construct or place any buildings, structures, plants, or other obstructions on the property described above.

Grantor(s) also conveys the right and privilege to trim, cut down or control the growth of any trees or other vegetation on said described land and such other trees and vegetation adjacent thereto as in the judgment of the Grantee may interfere with construction, reconstruction, maintenance, expansion, operation, repair, use of the Line or Lines.

Grantee, its contractor or agent, may enter said premises for the purpose of making surveys and preliminary estimates immediately upon the execution of this easement.

The Grantor(s) also grants to the Grantee the right of ingress and egress to the Line or Lines now owned by the Grantor(s), for the purpose of constructing, reconstructing, maintaining, expanding, operating, patrolling, repairing and removing the Line or Lines, and the Grantee agrees to pay to the Grantor(s) or its tenants all damages done to the lands (except the cutting and trimming of trees or other vegetation), fences, livestock or crops of the Grantor(s) or its tenants, by the Grantee or its employees while constructing, reconstructing, maintaining, expanding, operating, patrolling, repairing or removing the Line or Lines.

Signed this _____ day of _____, 20__.

GRANTOR(S):
City of Marshalltown

By: _____

By: _____

ALL PURPOSE ACKNOWLEDGMENT

STATE OF _____)

COUNTY OF _____) ss:

On this _____ day of _____, AD. 20_____, before me,
the undersigned, a Notary Public in and for said State, personally
appeared

_____ to me personally known

or _____ provided to me on the basis of satisfactory
evidence

to be the persons(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the
same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the
entity upon behalf of which the person(s) acted, executed the
instrument.

NOTARY SEAL _____
(Sign in Ink)

(Print/type name)

Notary Public in and for the State of _____

My Commission Expires: _____

CAPACITY CLAIMED BY SIGNER

_____ INDIVIDUAL
_____ CORPORATE
Title(s) of Corporate Officers(s):

_____ N/A
_____ Corporate Seal is affixed
_____ No Corporate Seal procured

_____ PARTNER(s)
_____ Limited Partnership
_____ General Partnership

_____ ATTORNEY-IN-FACT
_____ EXECUTOR(s),
_____ ADMINISTRATOR(s),
_____ or TRUSTEE(s):
_____ GUARDIAN(s)
_____ or CONSERVATOR(s)
_____ OTHER

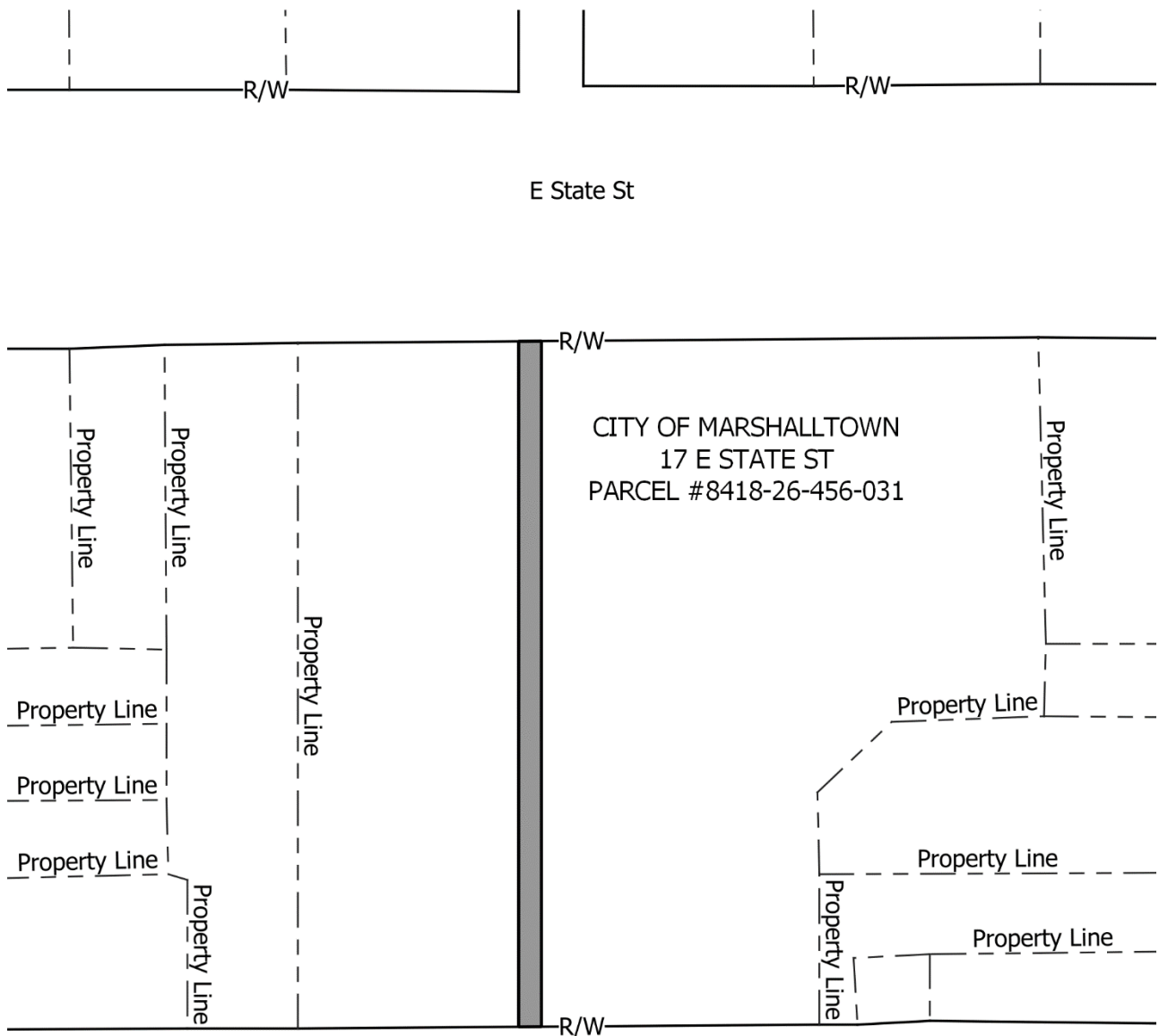
SIGNER IS REPRESENTING:
List name(s) of persons(s) or entity(ies):

EXHIBIT 'A'

Easement area being a strip of land 6 feet in width, being 3 feet each side of the centerline of facilities, or extensions thereof, 60 feet East of the Northwest corner, thence South to the South line of Grantor's property described below and more particularly described by placement of the facilities at the time of construction on or adjacent to the following described property.

Grantor's Parcel:

Lot 4 and the vacated alley between Lots 3 and 4, Block 10, Town of Marshall, Marshall County, Iowa.



6' WIDE EASEMENT AREA

DRAFTED BY: MFC TECH SERVICES, INC.
ASG

N
NOT TO SCALE
ALLIANT #4262939

**RESOLUTION APPROVING AN ELECTRIC LINE EASEMENT WITH INTERSTATE POWER
AND LIGHT COMPANY AT 213 EAST MAIN STREET**

WHEREAS, the City of Marshalltown, which owns 213 E. Main Street, has been approached to grant an easement to Interstate Power and Light Company, dba Alliant Energy, to install an Overhead Primary Line Underground; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA: the easement for the Overhead Primary Line Underground is hereby approved.

Passed this 27th 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 27, 2022
RE: Alliant Easement Request – 213 E Main St

Policy Issue: Land ownership / easement changes shall be approved by 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 – Support development in Downtown

Recommendation: City Staff recommend approving easement.

Budget Impact: None.

Description/Background: City staff received the attached request for an easement associated with Alliant's project #4262939 which will be relocating overhead primary power underground.



They are requesting a 15' x 15' easement at the southeast corner of a city owned parking lot located at 213 E Main St.

Attachments: Easement Documentation.

CITY COUNCIL

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





June 7, 2022

City of Marshalltown
24 N. Center St.
Marshalltown, IA 50158

Subject: Alliant Energy - Project #4262939

To Whom It May Concern,

Mi-Tech Services, Inc., has been retained by Alliant Energy officially known as (Interstate Power and Light Company) to acquire the necessary easement rights to allow them to place the overhead primary line on your property underground or make changes to the current setup. This project is an effort to reduce downed lines, outages and complete needed maintenance. This line will help provide a more reliable energy delivery system. We are requesting an easement on the City property to allow Alliant Energy to construct and operate the line in a safe manner.

I am enclosing the necessary paperwork and information for your review and presentation to City Council, if required. If you have any questions or would like someone to be present for the meeting please don't hesitate to call. I appreciate your time and attention to this matter.

Sincerely,

Jennifer Ackerson
Project Manager
Phone number 515-326-5965
jackerso@mi-tech.us

ELECTRIC LINE EASEMENT

For and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, **City of Marshalltown** ("Grantor(s)"), ADDRESS: **213 E. Main St., Marshalltown, Iowa** do(es) hereby warrant and convey unto **Interstate Power and Light Company, an Iowa Corporation**, its successor and assigns, ("Grantee") a perpetual easement with the right, privilege and authority to construct, reconstruct, maintain, expand, operate, repair, patrol and remove an underground electric and telecommunications line or lines, consisting of wires, transformers, switches and other necessary fixtures, appurtenances and equipment, (including associated surface mounted equipment) and construction (collectively, the "*Line*" or "*Lines*") for transmitting electricity, communications and all corporate purposes of Grantee together with the power to extend to any other party the right to use, jointly with the Grantee, pursuant to the provisions hereof, upon, under, and across the following described lands located in the County of **Marshall**, and the State of Iowa:

See Attached Exhibit A, page 3

together with all the rights and privileges for the full enjoyment or use thereof for the aforesaid purpose.

Grantor(s) agrees that it will not construct or place any buildings, structures, plants, or other obstructions on the property described above.

Grantor(s) also conveys the right and privilege to trim, cut down or control the growth of any trees or other vegetation on said described land and such other trees and vegetation adjacent thereto as in the judgment of the Grantee may interfere with construction, reconstruction, maintenance, expansion, operation, repair, use of the Line or Lines.

Grantee, its contractor or agent, may enter said premises for the purpose of making surveys and preliminary estimates immediately upon the execution of this easement.

The Grantor(s) also grants to the Grantee the right of ingress and egress to the Line or Lines now owned by the Grantor(s), for the purpose of constructing, reconstructing, maintaining, expanding, operating, patrolling, repairing and removing the Line or Lines, and the Grantee agrees to pay to the Grantor(s) or its tenants all damages done to the lands (except the cutting and trimming of trees or other vegetation), fences, livestock or crops of the Grantor(s) or its tenants, by the Grantee or its employees while constructing, reconstructing, maintaining, expanding, operating, patrolling, repairing or removing the Line or Lines.

Signed this _____ day of _____, 20__.

**GRANTOR(S):
City of Marshalltown**

By: _____

By: _____

ALL PURPOSE ACKNOWLEDGMENT

STATE OF _____)

COUNTY OF _____) ss:

On this _____ day of _____, AD. 20_____, before me,
the undersigned, a Notary Public in and for said State, personally
appeared

_____ to me personally known

or _____ provided to me on the basis of satisfactory
evidence

to be the persons(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the
same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the
entity upon behalf of which the person(s) acted, executed the
instrument.

NOTARY SEAL _____
(Sign in Ink)

(Print/type name)

Notary Public in and for the State of _____

My Commission Expires: _____

CAPACITY CLAIMED BY SIGNER

INDIVIDUAL

CORPORATE
Title(s) of Corporate Officers(s):

N/A

Corporate Seal is affixed

No Corporate Seal procured

PARTNER(s)

Limited Partnership

General Partnership

ATTORNEY-IN-FACT

EXECUTOR(s),

ADMINISTRATOR(s),

or TRUSTEE(s):

GUARDIAN(s)

or CONSERVATOR(s)

OTHER

SIGNER IS REPRESENTING:
List name(s) of persons(s) or entity(ies):

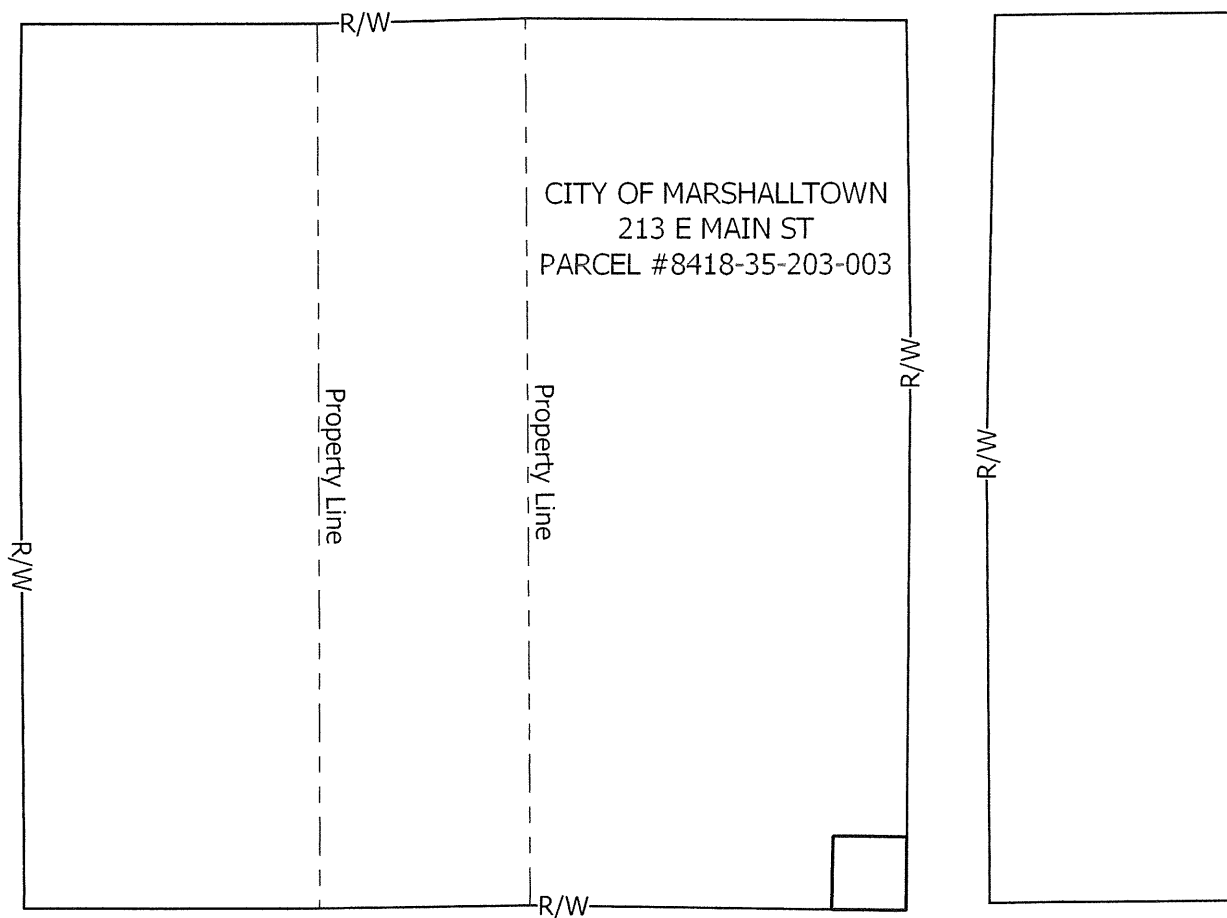
EXHIBIT 'A'

Easement area 15 feet by 15 feet, for placement of facilities in the Southeast corner of Grantor's property described below and more particularly described by placement of the facilities at the time of construction on or adjacent to the following described property.

Grantor's Parcel:

Lot 4 in Block 13, Town of Marshall, Marshall County, Iowa.

E Main St



 15'X15' EASEMENT AREA

【来源】BY: 傅世(HERVEY), 1845.

N
NOT TO SCALE
ALLIANT #4262939

**RESOLUTION APPROVING AN ELECTRIC LINE EASEMENT WITH INTERSTATE
POWER AND LIGHT COMPANY AT 328 SOUTH 3RD AVENUE**

WHEREAS, the City of Marshalltown, which owns 328 S. 3rd Avenue, has been approached to grant an easement to Interstate Power and Light Company, dba Alliant Energy, to install an Overhead Primary Line Underground; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA: the easement for the Overhead Primary Line Underground is hereby approved.

Passed this 27th 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 27, 2022
RE: Alliant Easement Request – 328 S 3rd Ave

Policy Issue: Land ownership / easement changes shall be approved by City Council.

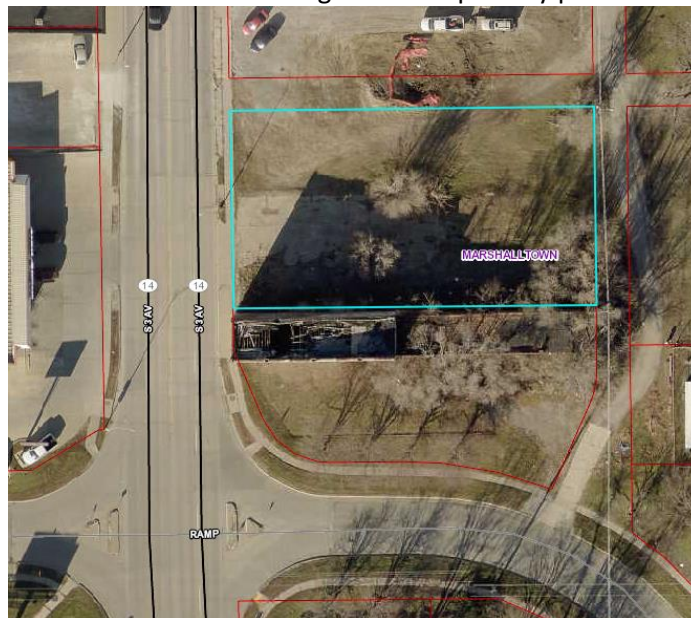
☒ Goal 1: Expand and improve development	☐ Goal 3: Continually improve the City's organization & services
☐ Goal 2: Enhance Marshalltown's public image	☐ Goal 4: Partner with others to improve quality of life

Specific Objective/Action: Objective 1 – Support development in Downtown

Recommendation: City Staff recommend approving easement.

Budget Impact: None.

Description/Background: City staff received the attached request for an easement associated with Alliant's project #4262939 which will be relocating overhead primary power underground.



They are requesting a 5' x 5' easement at the northeast corner of a city owned parcel (recently demolished) located at 328 S 3rd Ave. Their easement request is directly adjacent to two public alleys.

Attachments: Easement Documentation.

CITY COUNCIL

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





June 7, 2022

City of Marshalltown
24 N. Center St.
Marshalltown, IA 50158

Subject: Alliant Energy - Project #4262939

To Whom It May Concern,

Mi-Tech Services, Inc., has been retained by Alliant Energy officially known as (Interstate Power and Light Company) to acquire the necessary easement rights to allow them to place the overhead primary line on your property underground or make changes to the current setup. This project is an effort to reduce downed lines, outages and complete needed maintenance. This line will help provide a more reliable energy delivery system. We are requesting an easement on the City property to allow Alliant Energy to construct and operate the line in a safe manner.

I am enclosing the necessary paperwork and information for your review and presentation to City Council, if required. If you have any questions or would like someone to be present for the meeting please don't hesitate to call. I appreciate your time and attention to this matter.

Sincerely,

Jennifer Ackerson
Project Manager
Phone number 515-326-5965
jackerso@mi-tech.us

ELECTRIC LINE EASEMENT

For and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, **City of Marshalltown** ("Grantor(s)"), ADDRESS: **328 S. 3rd Ave, Marshalltown**, Iowa do(es) hereby warrant and convey unto **Interstate Power and Light Company, an Iowa Corporation**, its successor and assigns, ("Grantee") a perpetual easement with the right, privilege and authority to construct, reconstruct, maintain, expand, operate, repair, patrol and remove an underground electric and telecommunications line or lines, consisting of wires, transformers, switches and other necessary fixtures, appurtenances and equipment, (including associated surface mounted equipment) and construction (collectively, the "*Line*" or "*Lines*") for transmitting electricity, communications and all corporate purposes of Grantee together with the power to extend to any other party the right to use, jointly with the Grantee, pursuant to the provisions hereof, upon, under, and across the following described lands located in the County of **Marshall**, and the State of Iowa:

See Attached Exhibit A, page 3

together with all the rights and privileges for the full enjoyment or use thereof for the aforesaid purpose.

Grantor(s) agrees that it will not construct or place any buildings, structures, plants, or other obstructions on the property described above.

Grantor(s) also conveys the right and privilege to trim, cut down or control the growth of any trees or other vegetation on said described land and such other trees and vegetation adjacent thereto as in the judgment of the Grantee may interfere with construction, reconstruction, maintenance, expansion, operation, repair, use of the Line or Lines.

Grantee, its contractor or agent, may enter said premises for the purpose of making surveys and preliminary estimates immediately upon the execution of this easement.

The Grantor(s) also grants to the Grantee the right of ingress and egress to the Line or Lines now owned by the Grantor(s), for the purpose of constructing, reconstructing, maintaining, expanding, operating, patrolling, repairing and removing the Line or Lines, and the Grantee agrees to pay to the Grantor(s) or its tenants all damages done to the lands (except the cutting and trimming of trees or other vegetation), fences, livestock or crops of the Grantor(s) or its tenants, by the Grantee or its employees while constructing, reconstructing, maintaining, expanding, operating, patrolling, repairing or removing the Line or Lines.

Signed this _____ day of _____, 20__.

**GRANTOR(S):
City of Marshalltown**

By: _____

By: _____

ALL PURPOSE ACKNOWLEDGMENT

STATE OF _____)

COUNTY OF _____) ss:

On this _____ day of _____, AD. 20_____, before me,
the undersigned, a Notary Public in and for said State, personally
appeared

_____ to me personally known

or _____ provided to me on the basis of satisfactory
evidence

to be the persons(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the
same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the
entity upon behalf of which the person(s) acted, executed the
instrument.

NOTARY SEAL _____
(Sign in Ink)

(Print/type name)

Notary Public in and for the State of _____

My Commission Expires: _____

CAPACITY CLAIMED BY SIGNER

_____ INDIVIDUAL
_____ CORPORATE
Title(s) of Corporate Officers(s):

_____ N/A
_____ Corporate Seal is affixed
_____ No Corporate Seal procured

_____ PARTNER(s)
_____ Limited Partnership
_____ General Partnership

_____ ATTORNEY-IN-FACT
_____ EXECUTOR(s),
_____ ADMINISTRATOR(s),
_____ or TRUSTEE(s):
_____ GUARDIAN(s)
_____ or CONSERVATOR(s)
_____ OTHER

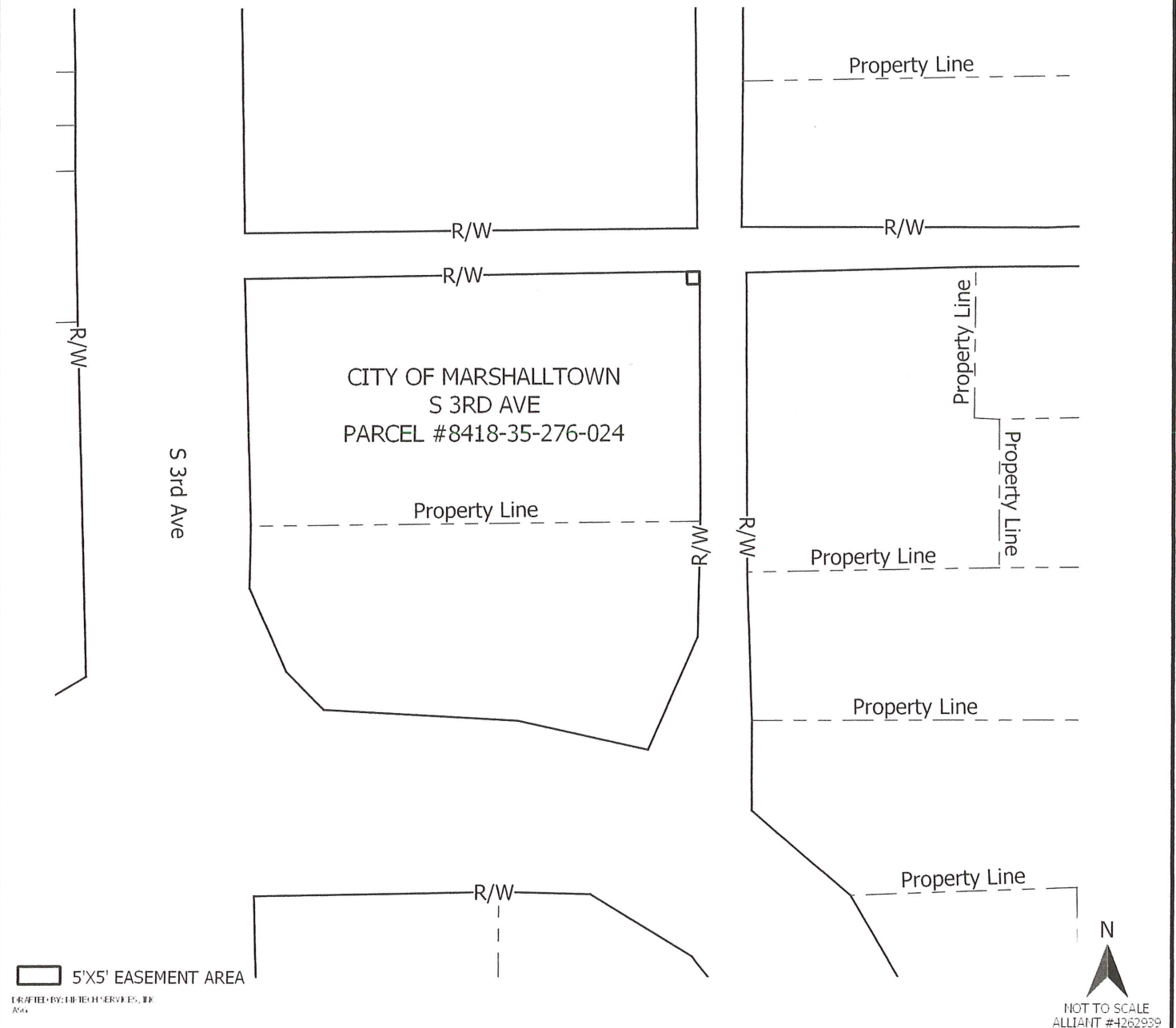
SIGNER IS REPRESENTING:
List name(s) of persons(s) or entity(ies):

EXHIBIT 'A'

Easement area 5 feet by 5 feet, for placement of facilities in the Northeast corner of Grantor's property described below and more particularly described by placement of the facilities at the time of construction on or adjacent to the following described property.

Grantor's Parcel:

Lot 7 in Block 2 in Anson's 2nd Addition to Marshall, Marshall County, Iowa.



**RESOLUTION APPROVING A TEMPORARY CONSTRUCTION EASEMENT
AGREEMENT WITH IOWA RIVER HOSPICE**

WHEREAS, Iowa River Hospice is the owner of land in which the City of Marshalltown intends to conduct construction activities on real estate adjacent and/or near the easement property; and

WHEREAS, the City of Marshalltown desires a temporary construction easement with the Iowa River Hospice to place, remove, and store earthen material;

WHEREAS, The City of Marshalltown requires a right of ingress and egress over and across the easement property to place, remove, and store earthen material.

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 placement, removal, and storage of earthen material is hereby approved and the Mayor is directed to execute the agreement.

Passed this 27th 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

EASEMENT

This easement is granted as of the date set forth below, by and between Iowa River Hospice, Grantor and City of Marshalltown, Grantee.

WHEREAS, Grantor is a nonprofit corporation organized under the laws of the State of Iowa and is the owner of real estate (hereinafter the "Easement Property" legally described as:

The Northwest Quarter in Section 20, Township 83 North, Range 20 West of the 5th P.M., Marshall County, Iowa, subject to roads and easements of record, except Parcel "C" located in the Northwest Quarter of the Northwest Quarter and the Southwest Quarter of the Northwest Quarter of Section 20, as shown in Plat of Survey recorded in Document No. 2017-00000654, all of the records of the Auditor/Recorder's Office, Marshall County, Iowa;

WHEREAS, Grantee is an incorporated municipality which intends to conduct construction activities on real estate adjacent and/or near the Easement Property;

WHEREAS, Grantee desires to place, remove, and store earthen material;

WHEREAS, Grantee requires a right of ingress and egress over and across the Easement Property to place, remove, and store earthen material;

WHEREAS, Grantor desires that Grantee, before the conclusion the expiration of the term herein, grade, seed, and landscape the Easement Property in a manner suitable to Grantor's Board of Directors.

NOW THEREFORE, in consideration of One Dollar and other good and valuable consideration, receipt and sufficiency in which is hereby acknowledged, Grantor transfers and conveys to Grantee an easement, with general rights of ingress and egress to the property for placing, removing and storing earthen materials upon, under or through the Easement Property subject to the following:

1. TERM. The easement conveyed herein shall begin on date of execution of this Agreement and continue until the sooner of (1) December 31, 2025; (2) on a date mutually

agreed upon by the parties, in manner as provided for herein; (3) notice of completion from Grantee and notice of acceptance and approval by Grantor of all obligations contained herein; or (4) termination of the agreement as provide in paragraph 6 herein.

2. SCOPE. This easement shall allow Grantee to use all of the Easement Property, except that Grantee shall only have a right to enter over, across and upon the Easement Property from real estate lying South of the Easement Property.

3. RESTORATION AND IMPROVEMENT. Before the expiration of the term of this easement, Grantee shall restore the property to its current condition, as is reasonably practical, and shall seed such grass and plant such trees in such locations as Grantor shall reasonably direct. All expenses for labor and equipment shall be borne solely by Grantee.

4. GRANTOR'S WARRANTIES. Grantor hereby warrants and represents that it owns the easement property in fee simple and has the power, without further action, to convey an easement over, across and upon the Easement Property. The undersigned, acting as representatives of Grantor, further warrant and represent that they have full authority to sign on behalf of the Grantor and bind the same. Grantor makes no warranties as to condition of the Easement Property and/or its suitability for the intended purpose. Grantor makes no other warranties, express or implied, other than those specifically set forth herein.

5. GRANTEE'S WARRANTIES. Grantee hereby warrants and represents that Grantee understands its obligations contained herein and will fulfill all such obligations contained herein. The undersigned, acting as representatives of Grantee, further warrant and represent that they have full authority to sign on behalf of the Grantee and bind the same.

6. TERMINATION. In the event of noncompliance by Grantee, Grantor may terminate this easement after service of notice, in a manner provided under paragraph 7 herein, of noncompliance by Grantee and the failure of Grantee to cure such default within 14 days.

7. NOTICE. Any and all notices shall be served by certified mail or by any method authorized for service of original notices under the Iowa Rules of Civil Procedure. Notices served by mail shall be deemed served on the earlier of four days from mailing such notice or the date actually received.

IN WITNESS WHEREOF, the parties hereto have set their hands this ____ day of June, 2022.

Iowa River Hospice, Grantor

City of Marshalltown, Grantee

By: 
Nan Benson, President

By: _____
Joel Greer, Mayor

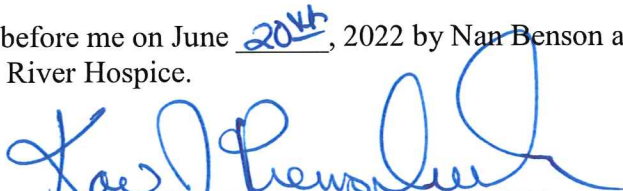
By: 
Brandon Buck, Secretary

By: _____
Alicia Hunter, City Clerk

STATE OF IOWA, MARSHALL COUNTY, ss:

This instrument was acknowledged before me on June 20th, 2022 by Nan Benson as President of the Board of Directors of Iowa River Hospice.

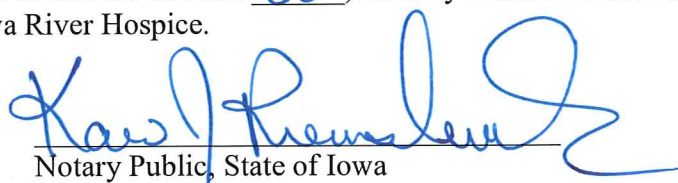



Notary Public, State of Iowa

STATE OF IOWA, MARSHALL COUNTY, ss:

This instrument was acknowledged before me on June 20th, 2022 by Brandon Buck as Secretary of the Board of Directors of Iowa River Hospice.




Notary Public, State of Iowa

STATE OF IOWA, MARSHALL COUNTY, ss:

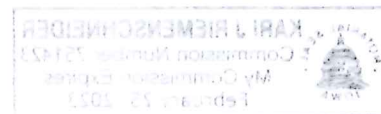
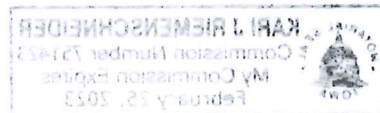
This instrument was acknowledged before me on June _____, 2022 by Joel T.S. Greer as Mayor of the City of Marshalltown.

Notary Public, State of Iowa

STATE OF IOWA, MARSHALL COUNTY, ss:

This instrument was acknowledged before me on June _____, 2022 by Alicia Hunter as City Clerk of the City of Marshalltown.

Notary Public, State of Iowa



RESOLUTION AMENDING A DEVELOPMENT AGREEMENT WITH JOSEPH AND JANELLE CARTER FOR THE \$300,000 DOWNTOWN HOUSING GRANT

WHEREAS, the City of Marshalltown applied for a \$300,000 Downtown Housing Grant in support of the Hopkins Building located at 32-34 West Main Street; and

WHEREAS, Joseph and Janelle Carter own 32-34 West Main Street and proposing a renovation of the building to create upper story housing; and

WHEREAS, the City of Marshalltown was awarded the \$300,000 Downtown Housing grant for the Hopkins Building project and has received a revised agreement with the State of Iowa for the funds; and

WHEREAS, the revised agreement has necessitated an amendment to the Development Agreement with Joseph and Janelle Carter;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that the attached revised development agreement with Joseph and Janelle Carter for the Downtown Housing Grant is hereby approved and the Mayor is directed to execute the agreement.

Passed this 27th 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

DEVELOPMENT AGREEMENT

IEDA Award 22-ARPDH-035

This Development Agreement ("Agreement") made this day _____ of June, 2022 by and between the CITY OF MARSHALLTOWN, IOWA ("City") and JOSEPH AND JANELLE CARTER, ("Developer").

WHEREAS, the City submitted a grant application to the Iowa Economic Development Authority ("IEDA") for a Downtown Housing Grant for a proposed Project located at 32-34 West Main Street to be completed at property owned by Developer; and

WHEREAS, the Grant application of \$300,000 was approved for this project by IEDA and accepted by the City upon the terms and conditions set out by IEDA in a Grant Agreement effective June 14, 2022; 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 the original application (Exhibit A).

2) PROJECT COMPLETION PERIOD. The "Project Completion Period" commences with the Date of Award Letter from IEDA, June 14, 2022, and ends with the Project Completion Date set out in the grant, June 14, 2024.

3) USE OF FUNDS. The funds will be used to construct and equip the Project in accordance with the Application in Exhibit A; the provisions of the American Rescue Plan Act of 2021, Sections 602(b), 602(c), and 603(b) of the Social Security Act; all rules and regulations application to the State and Local Recovery Funds, including but not limited to 31 CFR Part 35, Coronavirus State and Local Fiscal Recovery Funds final rules effective April 1, 2022 and federal regulations described in the US Department of Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions, incorporated as Exhibit B.

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 creation of four residential units located on the second story of the building 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 \$300,000 Grant funding, the parties agree no additional financial commitments are part of this project, except those already executed between the City and the Developer.

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) **CONDITIONS TO DISBURSE 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 when 60 percent of the funds have been expended and the required 25 percent minimum match requirement has also been expended. The final reimbursement request of 40 percent shall be submitted upon substantial completion of the project as determined by the IEDA and through the expenditure of the final amount of required matching funds. Payments will be made to Developer within thirty (30) days of the receipt by the City of funds from the IEDA. The final draw can be submitted no later than September 30, 2025. The Developer shall comply with all requirements of IEDA placed upon the City for reimbursement as stated in the Grant Agreement between the City and 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 IDEA 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.
- (d) The City's Mayor, City Council members, and employees, and their immediate family members will not be paid for any work they perform on the Project through contracts with the Developer unless that work was contracted through a competitive bidding process.

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

Joseph Carter, Developer

Janelle Carter, Developer

BY: _____

BY: _____



Application

423350 - Downtown Housing Grant - Final Application

425353 - Marshalltown
Downtown Resource Center

Status: Awarded

Submitted Date: 01/27/2022
9:27 AM

Submitted By: Jessica Kinser

Applicant Information

Primary Contact:

AnA User Id

JLKINSER@IOWAID

First Name*

Jessica
First Name

Middle Name

Kinser

Last Name

Title:

Email:*

jkinser@marshalltown-ia.gov

Address:*

24 N Center St

City*

Marshalltown
City

Iowa
State/Province

52732
Postal Code/Zip

Phone:*

641-754-5799
Phone

Ext.

Program Area of Interest*

Downtown Resource Center

Fax:

Agency

Organization Information

Organization Name:*

City of Marshalltown

Organization Type:*

City Government

DUNS:

07-585-2293

Unique Entity Identifier
(UEI)

Organization Website:

www.ci.marshalltown.ia.us

Address:

24 North Center Street

Phone:

Marshalltown
City
641-754-5756

Iowa
State/Province

50158
Postal Code/Zip

Ext.

Fax: 641-754-5742

Benefactor

Vendor Number

Applicant Information

The applicant information MUST be the mayor or elected official.

City (Applicant) City of Marshalltown

Primary Contact

Jeol

Greer

Salutation

First Name

Last Name

Address 24 N. Center St.

City/State/Zip

Marshalltown

Iowa

50158

City

State

Zip Code

Phone/E-mail

641-751-1221

mayor@marshalltown-ia.gov

Phone

E-mail

*2CFR Chapter I Part 25 requires applicants to maintain an active SAM registration.
Don't have a UEI (Unique Entity Identifier)? Visit www.SAM.gov for more information.*

PL3MLMD6SSM7

UEI (Unique Entity Identifier)

**Congressional
District(s) Involved or
Affected by this
Proposal**

1st - Rep. Ashley Hinson
Congressional Map

**Iowa Senate District(s)
Involved or Affected
by this Proposal**

36
District Map

**Iowa House District(s)
Involved or Affected
by this Proposal**

71
District Map

Housing Project Information

The criteria listed in the Grant Scoring Criteria document are a general overview of the scoring criteria used to evaluate applications for the grant program. The criteria are not all inclusive, but rather a general set of questions that can provide a more clear direction to the applicants.

Required attachments are not scored individually. However, they do provide additional, critical information to help answer individual questions in the application. For instance, photos will help clarify the existing condition of the building as well as its architectural character and significance. Plans, renderings and cost estimates are vital in helping to clarify the scope of the work to be performed.

The Budget Form is part of the grant application and MUST be completed. Additional pro forma or other financial analyses can be included in the financial commitments attachment but will NOT be considered as a substitute for the required budget form.

The scoring guidelines can be downloaded from the application information section in IowaGrants.

Project Address 32-34 West Main Street

Marshalltown

Iowa

50158

City

State

Zip Code

Census Tract 9506

Project Appropriateness

**Description of the
complete project**

The Hopkins Building was damaged in the 2018 tornado, taking out two retail spaces.
The proposed remediation is a historic revitalization that will bring back needed downtown

**scope of work:
(2,000 characters
maximum)**

retail/commercial space on the lower level while also adding 8 housing units to the second and third stories that have been empty and dilapidated for decades. The remediation address beautification with a restored brick and store front and windows on the Main Street entrance. The rear grounds and entrances will be also be beautified and provide direct access to a new City parking lot. This will also include the addition of an elevator to serve the second and third floors, which will be market rate units. The original interior upper story design integrity will be preserved which will provide an historical attraction to the area.

The Downtown Housing Grant funds can be attributed to all housing related expenses even though the project may include elements of commercial improvement. Use this space to clearly describe the total project scope of the proposed project including housing, commercial, and exterior improvements. Include project planning that has already occurred and a description of each major component of the project.

**Description of the
housing elements of
the project:
(2,000 characters
maximum)**

The upper two stories of the Hopkins Building will be dedicated to the creation of eight individual apartments (four per floor). The design aim is to restore the building as closely as possible to its original state, preserving and restoring all remaining walls, ceilings, woodwork, doors, stairs, railings, transoms and any details within the building.

The residential amenities in these one bedroom and studio apartments will include full kitchens with an oven, stovetop, microwave, dishwasher and garbage disposal. There will be a complete bath with shower and a washer and dryer. We will have high speed internet available in the building. Life safety systems will include a monitored alarm system and full NFPA 13 sprinkler system. The building will have a detached elevator tower outside with access into the backside of the building so as not to disturb the original interior structure and maintain the original exterior look of the building.

The project is incorporating everything possible within the boundaries of the State Historic Preservation Office boundaries regarding green and sustainable efforts. While the original brick building cladding will remain intact, we will be tuck-pointing the entire building and re-sealing all openings to minimize air leakage. The addition of high efficiency Mitsubishi Mini-split electric HVAC units for each apartment, is a significant upgrade. Wherever possible, we will be replacing original windows with Low E insulated double layer glass and installing storm windows outside of the historic windows for added insulation. We will also be adding R-49 insulation to the attic space for increased efficiency.

Clearly describe the elements of the project that are directly related to the housing portion of the project. Describe number of units, design considerations, and how the project will use appropriate rehabilitation and design practices and techniques. Describe residential amenities (laundry, high speed internet, etc.) that will be included in each unit or project. Describe green/sustainable elements that will increase the energy efficiency of the project.

Project Impact

**Description of the
project's impact on the
community/downtown
district:
(2,000 characters
maximum)**

Downtown Marshalltown, specifically the historic district, has been decimated by the 2018 tornado and 2020 derecho. Multiple demolitions will occur in 2022. While new development is desirable, saving and restoring the historic buildings on Main Street is a priority in the 2019 Downtown Master Plan. This project is taking a damaged, underutilized building in one of the most intact blocks of Main Street and bringing it and Downtown back to life through a historic restoration.

Clearly describe how the proposed project will exhibit strong impact on the community and the downtown. Include how the project will be a catalyst for economic development, improve the appearance of the site and community. Describe how this project fits into pertinent community goals. Describe the project's location in downtown or its relationship to downtown.

**Description of the
project's impact on
housing in the
community/downtown:
(2,000 characters
maximum)**

A January 2019 update to Marshalltown's most recent housing study identified 332 rental housing units at all income levels as a need. Downtown living has shown to be very popular, with new units typically rented within weeks of becoming available. The creation of 8 new units in the Hopkins Building will provide the first market rate units that will have elevator accessibility to the second and third floors, creating a new asset to encourage downtown living by individuals with disabilities, mobility issues, or other impediments to stairs.

Clearly describe how the project will support a direct impact on the growth of upper story/community housing opportunities. Clearly describe the need for the proposed project's housing in downtown: reference specific data when applicable/available. Describe how many housing units will be created and/or improved with this project.

**Will the project serve
as an example for
other building
owners?**

Yes

Will this project create Yes

new units in
underutilized upper
story space?

Number of new units: 8

Will the project
rehabilitate
underutilized existing
upper story
apartments? No

Not Awarded Applications (INTERNAL USE ONLY)

Decline Letter

Reason for decline (if
available):

Budget

Grant Request Amount	\$300,000.00
Cash Match	\$1,738,666.00
Total Project Cost	\$2,038,666.00

Sources of Funds

Source of Funds	Amount	Commitment Status	Conditions/Additional Information
Downtown Housing Grant	\$300,000.00	Applied for	
State/Federal Funds	\$100,000.00	Secured	Main Street Challenge Grant
Local Incentives	\$200,000.00	Secured	New Construction Incentive; \$150,000 TIF Grant
Private Equity Investment	\$147,447.00	Secured	
Private Loans	\$959,219.00	Secured	Farmers Savings Banks
Other Amount (Applied for)	\$250,000.00	Applied for	Special Marshalltown Upper Story Housing Catalyst
Other Amount (Secured)	\$82,000.00	Secured	MCBD Facade and Code Compliance Grants
Total	\$2,038,666.00		

Tax Benefits

Source of Tax Benefit	Yes/No	Commitment Status	Comments
Workforce Housing Tax Incentive Program			
Federal Historic Tax Credit	Yes	Applied For	
State Historic Tax Credit	Yes	Applied For	
Tax Increment Financing (Rebate)			
New Markets Tax Credit			
Tax Abatement			
Other			

Uses of Funds

Uses	Cost (labor & materials)
Construction - Exterior Envelope	\$291,405.00
Construction - Windows/Doors	\$107,773.00
Construction - Roofing	\$25,865.00
Construction - HVAC	\$71,849.00
Construction - Plumbing	\$109,575.00
Construction - Electrical	\$114,958.00
Construction - Insulation	\$10,346.00
Construction - General Carpentry	\$652,691.00
Construction - Finishes (paint, carpet, fixtures, etc.)	\$375,441.00
Construction Subtotal	\$1,759,903.00
Site Preparation (staging, demo/clean-up, asbestos, etc.)	\$19,517.00
Professional Services (architect, engineer, historic preservation consultant)	\$68,311.00
Fees & Permits (mortar test, Iowa tax credits application, bldg permit, etc.)	\$7,807.00
Other	\$97,752.00
Contingencies	\$86,107.00
TOTAL BUDGET	\$2,039,397.00

Building Information

Building Information 1

City – Property Address* 32-34 West Main Street

Property Owner Joseph and Janelle Carter

Address 610 Elmwood Dr.

City/State/Zip Marshalltown
Iowa

Zip 50158

Telephone Numbers

Cell Phone 641-751-2736

Fax

E-mail Address jacarter@gmail.com

Provide background on the beneficiary. Be sure to include community involvement, length of time in the community, etc.: (1,000 characters max.)

Joe and Janelle Carter are long-time community residents who have decided to take development of local housing options into their own hands, after years of rental housing options being of low quality and generally unavailable. Joe is the President and CEO of Marshalltown Company, a local manufacturer with an expanding footprint. Joe and Janelle first took on the Crosby Park luxury town-home development, and will open their final 14 of 32 units in 2022. The success of this project and the concern for a vibrant downtown have led to this project as well as the historic restoration of the Willard Building. The Carters are expected to close on the property on January 31st, which is why the ownership on the Assessor's card does not match this information.

Property Address 32-34 West Main Street

Year Built 1880

If vacant, how long: 3

Square footage: 3600

Square footage: 10800

Current Use Vacant

Current Use Vacant

of Residential Units

Number of Residential Units
Proposed Use Retail
Proposed Use Residential
of Proposed Residential Units: 8
Proposed Start Date 04/01/2022
Projected Completion Date 08/31/2023
Project architect Ask Studios- Brent Schipper
Listed or eligible for listing in the National Register of Historic Places Yes
Does the local community have a design review process? No
Will the project be part of a CDBG Downtown Revitalization Grant? No
Will the project receive any other federal funding? No
County/City Assessor Property Card Beacon - Marshall County IA - Report_ 8418-35-128-002.pdf
Cost estimates for all proposed construction work. 21.12.15 Hopkins Construction Budget.pdf
Submitted Part 1 Historic Tax Credits application
Submitted Part 2 Historic Tax Credits application
Detailed sketches, schematics or plans of project property or site including any design assistance drawings. (if applicable) Hopkins Renovations 8-12-21_REDUCED 1.pdf
Photograph(s) of the building and/or proposed site as it currently appears. hopkins willard2.png
Historic photographs of the property/project as available Hopkins Historic Photos.png

Required Documents

Attachment	Description	File Name	Type	File Size
Project Assurances Download the Project Assurances template HERE	Signed Project Assurances	Hopkins Assurances Signed.pdf	pdf	477 KB
Map of downtown district with location of project marked AND location where project exterior photos were taken.	Main Street District Map	Main Street Dist Map Hopkins Building.pdf	pdf	2.5 MB
List and description of any additional contractual liabilities pertaining to this grant proposal and other than those appearing on the Project Development cost form.				
Financing/loan commitment letters/pro formas If multiple, scan into one document and upload	Financing letter from Farmers Savings Bank	Hopkins Financing Letter.pdf	pdf	30 KB
Grant award letters pertaining to the project If multiple, scan into one document and upload	Resolutions and notice of award for the Hopkins Building	Hopkins Grant Awards.pdf	pdf	1.0 MB

Minority Impact Statement

Does the proposed grant program or policy have a disproportionate or unique positive impact on minority persons? *

No

Could the proposed grant program or policy have a disproportionate or unique negative impact on minority persons? *

No

I hereby certify the information above is complete and accurate to the best of my knowledge.*

Yes

*	City Administrator	Jessica	Kinser
	Title	First Name	Last Name

EXHIBIT B

U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS LOCAL FISCAL RECOVERY FUND AWARD TERMS AND CONDITIONS

1. Use of Funds.

a. Participant understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

b. Participant will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. **Period of Performance.** The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Participant may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024.

3. **Reporting.** Participant agrees to comply with any reporting obligations established by Treasury as they relate to this award.

4. Maintenance of and Access to Records

a. Participant shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing

b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Participant in order to conduct audits or other investigations.

c. Records shall be maintained by Participant for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. **Pre-award Costs.** Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. **Conflicts of Interest.** Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

7. Compliance with Applicable Law and Regulations

a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all

other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

b. Federal regulations applicable to this award include, without limitation, the following:

i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

8. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.

9. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

10. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

11. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury.

12. Debts Owed the Federal Government.

a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (1) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.

b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

13. Disclaimer.

a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

14. Protections for Whistleblowers.

a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

b. The list of persons and entities referenced in the paragraph above includes the following:

- i. A member of Congress or a representative of a committee of Congress;
- ii. An Inspector General;
- iii. The Government Accountability Office;
- iv. A Treasury employee responsible for contract or grant oversight or management;
- v. An authorized official of the Department of Justice or other law enforcement agency;
- vi. A court or grand jury; or
- vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

15. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

16. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

[End of Exhibit B]

**RESOLUTION APPROVING AN AMENDMENT TO THE GENERAL
ADMINISTRATION AND TECHNICAL SERVICES CONTRACTS WITH REGION 6
RESOURCE PARTNERS RELATED TO CDBG GRANT 19-OT-005**

WHEREAS the City of Marshalltown, Iowa, was awarded an Iowa Economic Development Authority (IEDA) CDBG grant 19-OT-005; and

WHEREAS the City entered into contracts with Region 6 Resource Partners for General Administration and Technical Services; and

WHEREAS the attached amendment addresses required changes to the Section 3 clause required by State and Federal agencies; and

WHEREAS the City Council has reviewed the proposed amendment and found it to be in the best interest of the City of Marshalltown.

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

Section 1. That the amendment to the contracts with Region 6 Resource Partners for the IEDA CDBG Grant Project 19-OT-005, is hereby accepted and approved.

Passed this 27th 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: Michelle Spohnheimer, Housing & Community Development Director
DATE: 06/27/2022
RE: Region 6 Resource Partners Contract Amendment to the Technical Services and General Administration Contract

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: Increase housing opportunities at all levels.* Region 6 Resource Partners administers the CDBG Owner Occupied Housing grant for the City of Marshalltown focused on rehab of homes.

Recommendation: Staff is recommending approval of this amendment to the technical services and general administration contract with Region 6 Resource Partners to comply with Federal changes to the Section 3 clause required in all contracts.

Budget Impact: None

Description/Background: Region 6 Resource Partners is administering the CDBG Owner Occupied Housing Grant Program on behalf of the City of Marshalltown. The grant is nearing completion however an amendment to the General Administration and Technical Services contracts is required to incorporate updated information under the Section 3 clause. The Amended language is attached.

CITY COUNCIL

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



**ADDENDUM BETWEEN
CITY OF Marshalltown
AND
THE REGION SIX RESOURCE PARTNERS
FOR
GENERAL ADMINISTRATIVE SERVICES
AND
HOUSING TECHNICAL SERVICES**

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

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

City of Marshalltown

Date

Region 6 Resource Partners

Date

**RESOLUTION ALLOWING OPEN CONTAINERS ON PUBLIC WAYS FOR A
COMMUNITY WIDE EVENT**

WHEREAS, the City of Marshalltown Code of Ordinances 130.030(1) states that “it shall be unlawful for any person to possess an open or unsealed bottle, can, jar or other receptacle containing an alcoholic beverage on any public sidewalk, street, alley or parking lot, or within a motor vehicle; and

WHEREAS, Section 130.030(2) grants the City Council the power to grant exceptions to Section 130.030(B) for special events and activities; and

WHEREAS, Friends of the Orpheum Theater has requested the ability to hold the “Live After 5” concert series in the City parking lot at Church and 1st Avenue on July 1, July 8, July 15, July 22, July 30, where they will be the liquor license holder for the event serving alcohol in the barricaded parking lot area; and

WHEREAS, staff has reviewed the request and recommend approval of the special event exception for this community-wide event;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that the “Live After 5” events in the City parking lot at Church and 1st Avenue on July 1, July 8, July 15, July 22, and July 30 is granted an exemption to allow for open containers in a public way.

Passed this 27th 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

Online Form Submission #2685 for Public Use Special Events Application

From : noreply@civicplus.com

Fri, Jun 17, 2022 03:15 PM

Subject : Online Form Submission #2685 for Public Use Special Events Application**To :** clerk@marshalltown-ia.gov

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. **:CAUTION**

Public Use Special Events Application

Event planning assistance I could use planning assistance from the Marshalltown Chamber of Commerce to help with big or small ideas or details

Do you need to rent a park shelter?
Please rent park shelters separately.

Field not completed.

Start Date 7/1/2022

End Date 7/1/2022

Event Start and End Times 4:00 PM - 9:00 PM

Activity Name Live After Five

Describe event, add multiple dates and times here Live After Five will occur on each of the following dates and times in July:
7/01 6-8:00 PM
7/08 5-7:00 PM
7/15 5-7:00 PM
7/22 5-7:00 PM
7/30 Times TBD In conjunction with the City of Marshalltown Ridiculous Day Celebration
There will need to be approximately 2 hours of setup and one hour of tear down prior to and after each event.

Desired event location City parking lot on the corner of Church St. and 1St.

Type of Event Community-wide event

Park location request, if requesting a park *Field not completed.*

Park Amenities [Park Amenities](#)

Upload event summary, if *Field not completed.*

you have one

Upload google map of area	<i>Field not completed.</i>
---------------------------	-----------------------------

Upload certificate of insurance holding the City of Marshalltown harmless. Not generally required for small events or local gatherings.	<i>Field not completed.</i>
---	-----------------------------

Sponsoring Organization	Friends of the Orpheum Theater (FOOT)
-------------------------	---------------------------------------

Type of Organization	Non-Profit
----------------------	------------

Contact Name	Robert L. Moore
--------------	-----------------

Contact Phone	
---------------	--

Email	
-------	--

(Section Break)

Special Events Trailer

Effective 7/1/21 the City of Marshalltown is utilizing a Special Events Trailer when barricades, cones, and channelizers are required for use. There is a required fee of \$150 for the delivery and pickup of the stocked trailer. For a fee of \$300 barricades and cones can be delivered and picked up from specific locations. Keys for the trailer will be provided to the organizer prior to the event. All equipment must be returned as provided.

Are you requesting street closure?	No
------------------------------------	----

Will you need barricades?	Yes
---------------------------	-----

Do you need...	parking cones
----------------	---------------

Barricade Begin and End Time	3:00 PM - 8:00 PM
------------------------------	-------------------

Enter number of barricades, cones, and channelizers needed:	Not sure of the needs in that parking lot. Need advice on set up.
---	---

Required Fee	\$150 for delivery and pickup of trailer with equipment
--------------	---

Attach Sketch Showing Desired Traffic Control	<i>Field not completed.</i>
---	-----------------------------

Barricade Instructions

Event organizers are responsible for the setup and tear down of street barricades. Two barricades should be placed curb to curb at the entrance and exit of the block so drivers have notice of the street being closed to thru traffic. Alleys shall also be barricaded to on-coming traffic into the event. Event organizers should assign someone to move barricades during the event should emergency response vehicles need access to the area.

(Section Break)

Will the event allow consumption of beer, wine, or other alcoholic beverages?	Yes
How will alcoholic beverages be served?	Beer or wine coolers will be sold
City areas allowing alcohol consumption with approval:	<i>Field not completed.</i>
Additional alcohol beverage comments or questions:	This is a city parking lot at the corner of Church St. and 1st St.

The city holds the right to require extra-duty police officers to be present at events allowing consumption of alcoholic beverages.
The minimum fee is \$220 for two officers for two hours. If officers are needed for more than two hours, the rate is \$55 per hour per officer.

Alcohol permission. Questions? Contact the city clerk.
A Council Resolution is required to allow consumption of alcohol on public property, which includes beer gardens and street parties. A valid liquor license is required to serve or sell alcohol to the public. Alcohol licenses generally require 30-45 days to be approved, depending on the council meeting schedule.

(Section Break)

Other considerations....

Food Vendors

Food Vendors are required to have State of Iowa Food Licenses and a City of Marshalltown Transient Merchant License. A city permit may not be required when selling with an approved special community event. Food trucks must be inspected by the Marshalltown Fire Marshal to ensure fire code compliance.

Inflatables

Inflatables are not provided by the city and if hired, operator must submit certificate of insurance holding the City of Marshalltown harmless.

Electricity

Please provide your own generator. Contact the Fire Department for safety regulations.

Park items available for rent	55 gallon trash barrels (max 40) \$5 each
-------------------------------	---

Other needs?	Need to arrange port-a-potties for each event. Need four trash barrels for each event.
--------------	---

(Section Break)

Agreement:

The applicant hereby states that he/she is authorized to represent the above-named organization and agrees to accept responsibility for payment of repair of any damages to public or private property that may be incurred due to the applicant's activities under this

permit. The applicant also agrees that the regulations stated herewith shall govern activities under this permit.

Applicant's E-Signature	Robert L. Moore
Date	6/16/2022
Regulations	Regulations for Activities Requiring Use of Public Property (PDF)
Permit Details Map	Public Use Permit Details Map (PDF)
Letter to Holders	Letter to Public Use Permit Holders (PDF)

Email not displaying correctly? [View it in your browser.](#)

**RESOLUTION APPROVING PRELIMINARY AND FINAL PLAT FOR SIEVERS
SUBDIVISION**

WHEREAS the Preliminary and Final Plat, including lot layout plan and grading for Sievers Subdivision has been filed for review and approval; and

WHEREAS the Plan and Zoning Commission reviewed and recommended approval of the Preliminary and Final Plat for Sievers Subdivision at a meeting on June 16, 2022; and

WHEREAS the City Council has reviewed the same and found it to be in the best interest of the City.

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

Section 1. That the Preliminary and Final Plat for Sievers Subdivision is hereby approved and accepted as under the conditions as set forth therein.

Passed this 27th 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: 06/27/2022
RE: Preliminary and Final Plat of Sievers Subdivision

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: Increase housing opportunities at all levels.* Review and approval of residential subdivisions allows for additional lots to be developed.

Recommendation: Staff is recommending approval of this Preliminary and Final Plat for the Sievers Subdivision. Plan and Zoning Commission reviewed the plats and recommended approval at their regular meeting on Thursday, June 16, 2022.

Budget Impact: This subdivision will create one new lot for residential development. A new single-family detached home is planned.

Description/Background: The City requires the subdivision process be completed when ever a parcel is divided or re-divided into 3 or more parcels. The parcel being split into two parcels was previously divided which is why a full subdivision must be completed. A house currently exists on the northern portion of the property. The split of the parcel will create two lots at approximately .8 acres. A new house is planned for the new southern parcel.



CITY COUNCIL

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



PRELIMINARY PLAT
SIEVERS SUBDIVISION

ZONE INFORMATION:

CITY OF MARSHALLTOWN
DISTRICT "R" - RESIDENTIAL DISTRICT

FRONT YARD: 50'

SIDE YARDS: 10' MINIMUM

REAR YARDS: 20% DEPTH OF LOT MINIMUM, BUT NOT
GREATER THAN 35'

LOT WIDTH: 100' MINIMUM

LOT AREA: 30,000 SQ FT MINIMUM

DESCRIPTION

SIEVERS SUBDIVISION LOCATED ENTIRELY WITHIN PARCEL "G/B" IN THE NORTHWEST FRACTIONAL 1/4 OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 1 , TOWNSHIP 83 NORTH, RANGE 18 WEST OF THE 5TH P.M., WITHIN THE CITY OF MARSHALLTOWN, MARSHALL COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF A CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL "G/B" AND RECORDED IN INSTRUMENT NO. 2017-00003758 IN THE OFFICE OF THE RECORDER, MARSHALL COUNTY, IOWA, SAID POINT ALSO BEING ON THE WEST RIGHT OF WAY LINE OF SOUTH 7TH AVENUE; THENCE, S0°07'20"W 273.38' ALONG THE EAST LINE OF SAID PARCEL "G/B" TO THE SOUTHEAST CORNER OF SAID PARCEL "G/B"; THENCE, S89°53'21"W 277.87' ALONG THE SOUTH LINE OF SAID PARCEL "G/B" TO THE SOUTHWEST CORNER OF SAID PARCEL "G/B"; THENCE, N0°08'57"E 270.72' TO THE NORTHWEST CORNER OF SAID PARCEL "G/B"; THENCE, N89°20'24"E 277.76' TO THE POINT OF BEGINNING, CONTAINING 1.73 ACRES. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY. FOR THE PURPOSE OF THIS SURVEY, THE EAST LINE OF SAID PARCEL "G/B" WAS DETERMINED TO BEAR N0°07'20"E USING GPS.

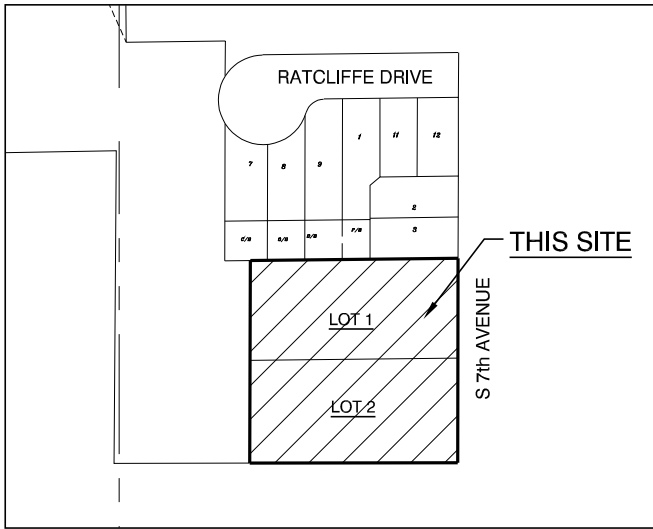
UTILITY LINETYPES WITH A QUALITY LEVEL INDICATOR (*) HAVE BEEN LOCATED PER THE FOLLOWING ASCE STANDARD GUIDELINE FOR THE COLLECTION & DEPICTION OF EXISTING SUBSURFACE UTILITY DATA" :

(A) - PRECISE HORIZONTAL & VERTICAL LOCATION OF UTILITIES OBTAINED BY THE ACTUAL EXPOSURE (OR VERIFICATION OF PREVIOUSLY EXPOSED & SURVEYED UTILITIES) & SUBSEQUENT MEASUREMENT OF SUBSURFACE UTILITIES, USUALLY AT A SPECIFIC POINT. MINIMALLY INTRUSIVE EXCAVATION EQUIPMENT IS TYPICALLY USED TO MINIMIZE THE POTENTIAL FOR UTILITY DAMAGE. A PRECISE HORIZONTAL & VERTICAL LOCATION, AS WELL AS OTHER UTILITY ATTRIBUTES, IS SHOWN ON PLAN DOCUMENTS. ACCURACY IS TYPICALLY SET TO 15- MM VERTICAL & TO APPLICABLE HORIZONTAL SURVEY & MAPPING ACCURACY AS DEFINED OR EXPECTED BY THE PROJECT OWNER.

(B) - INFORMATION OBTAINED THROUGH THE APPLICATION OF APPROPRIATE SURFACE GEOPHYSICAL METHODS TO DETERMINE THE EXISTENCE & APPROXIMATE HORIZONTAL POSITION OF SUBSURFACE UTILITIES. QUALITY LEVEL B DATA SHOULD BE REPRODUCIBLE BY SURFACE GEOPHYSICS AT ANY POINT OF THEIR DEPICTION. THIS INFORMATION IS SURVEYED TO APPLICABLE TOLERANCES DEFINED BY THE PROJECT & REDUCED ONTO PLAN DOCUMENTS.

(C) - INFORMATION OBTAINED BY SURVEYING & PLOTTING VISIBLE ABOVE-GROUND UTILITY FEATURES & BY USING PROFESSIONAL JUDGEMENT IN CORRELATING THIS INFORMATION TO QUALITY LEVEL D INFORMATION.

(D) - INFORMATION DERIVED FROM EXISTING RECORDS OR ORAL RECOLLECTIONS.



VICINITY MAP

NOT TO SCALE

LEGEND:

	DECIDUOUS TREE		TELEVISION
	CONTOUR LINE		CABLE TELEVISION
	SPOT ELEVATION		WATER SERVICE
	WATER LINE		ELECTRIC TRANSFORMER
	WATER VALVE		FENCE LINE
	FIRE HYDRANT		BOLLARD
	SANITARY SEWER LINE		FIBER OPTIC
	STORM SEWER LINE		ROW
	MANHOLE		SECTION LINE
	CLEANOUT		
	INTAKE		
	BEEHIVE INTAKE		
	OVERHEAD ELECTRICAL LINE		
	POWER POLE		
	GUY ANCHOR		
	LIGHT POLE		
	GAS LINE		
	TELEPHONE LINE		
	TELEPHONE PEDESTAL		
	PARCEL OR LOT CORNER MONUMENT		
	GOVERNMENT CORNER MONUMENT FOUND		
	SURVEY CONTROL POINT / BENCHMARK		

UTILITY COMPANIES

THE FOLLOWING UTILITIES ARE
PRESENT ON THIS PROJECT

ALLIANT ENERGY FIELD ENGINEER	800-255-4268
CENTURYLINK SADIE HULL	918-547-0147
MARSHALLTOWN - SEWER TROY MCGAHUEY	641-751-9608
MARSHALLTOWN WATER WORKS ZACH MAXFIELD	641-753-7913
MEDICOM CURT HODGES	515-669-3647

ADDRESS

1207 S 7TH AVENUE
MARSHALLTOWN, IOWA

OWNER OF RECORD

JOHN R SIEVERS AND KATHLEEN M SIEVERS
1207 S 7TH AVENUE
MARSHALLTOWN, IOWA

SURVEY REQUESTED BY:

MIKE WRIGHT

FIELD WORK COMPLETED:

MARCH 11,2022

FLOOD ZONE:

(ZONE "AE") SPECIAL FLOOD HAZARD AREAS (SFHAS)
TO INUNDATION BY THE 1% ANNUAL CHANCE
FLOOD
PANEL# 19127C 0170C
EFFECTIVE DATE NOVEMBER 16, 2011

JURISDICTION:

CITY OF MARSHALLTOWN



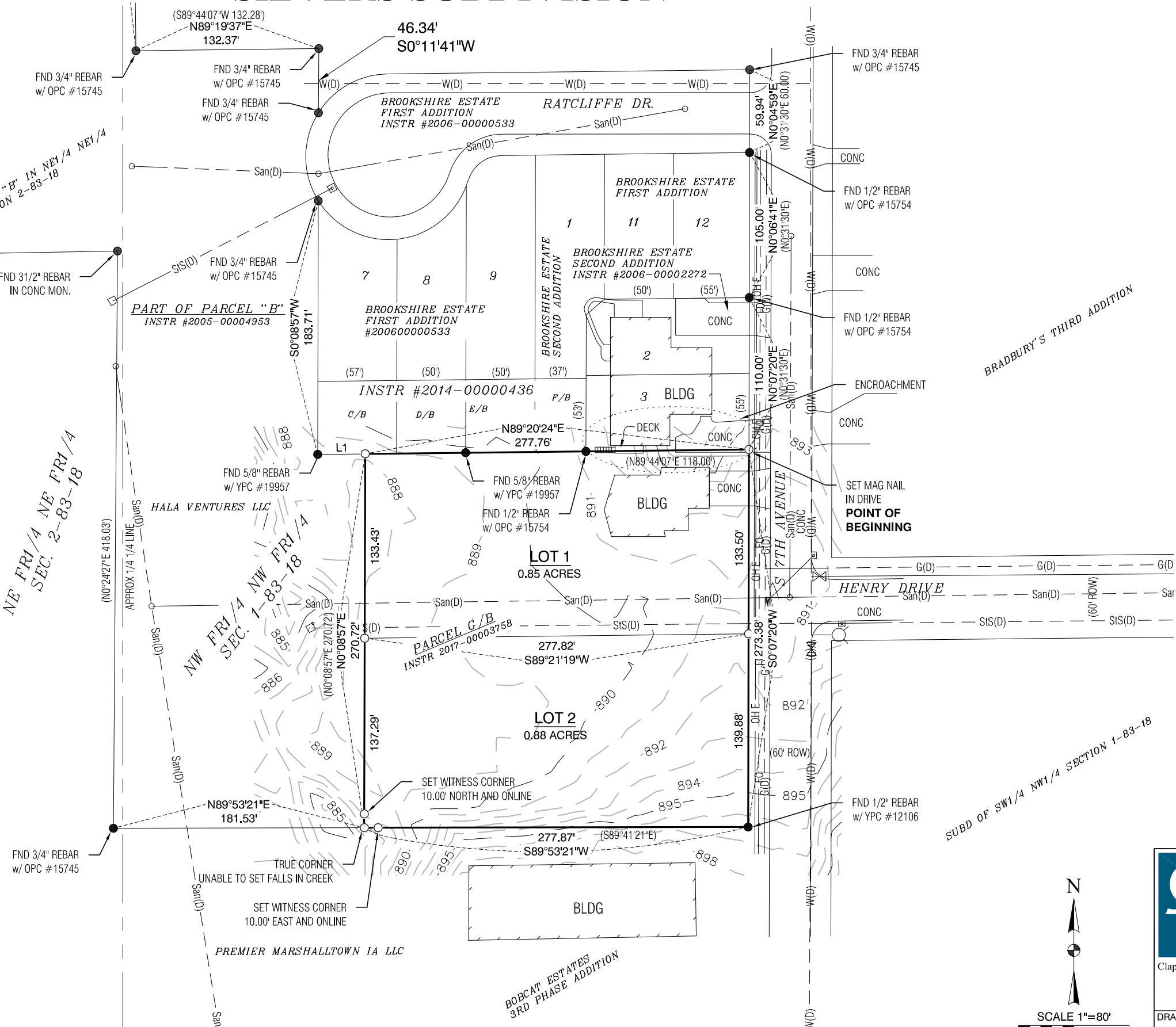
Clapsaddle-Garber Associates, Inc
16 East Main Street
Marshalltown, Iowa 50158
Ph 641-752-6701
www.cgaconsultants.com

DRAWN CAQ	SHEET NO. 1 OF 2
DATE 5-26-2022	PROJECT NO. 79471.05

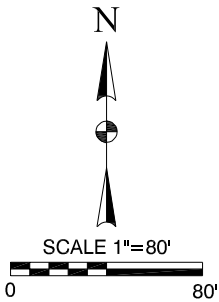
PRELIMINARY PLAT
SIEVERS SUBDIVISION

LINE DATA		
LINE NUMBER	BEARING	DISTANCE
L1	N89°20'24"E (N89°20'24"E)	34.42' (34.42')

LOT #	OWNER
PARCEL F/B & LOT 1	DONNA K CASE
LOT 2	CHARLES O & FRANCES LEONE REISSETTER
LOT 3	JOANN K NEVEN
PARCEL C/B & LOT 7	JOAN M TOUGH
PARCEL D/B & LOT 8	PATRICIA A JOHNSON REV TRUST
PARCEL E/B & LOT 9	LEROY J & ANNE J SCHULTE
LOT 11	JOY A & GARY L WIGGINS
LOT 12	RONALD & HELEN BURR TRUST



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



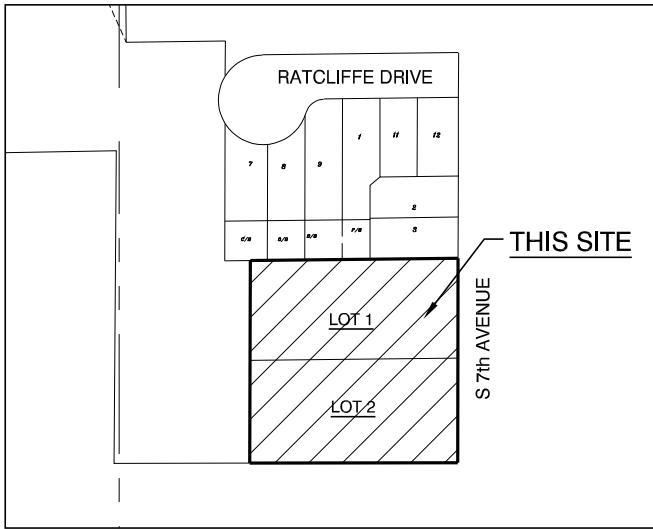


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DRAWN CAQ	SHEET NO. 2 OF 2
DATE 5-26-2022	PROJECT NO. 79471.05

J:\7947\dwgs\2_Survey\Preliminary\Plat\79471 Prel Plat Sheet 2.dwg - 06-05-22 - 11:52am - ts246

FINAL PLAT SIEVERS SUBDIVISION



VICINITY MAP
NOT TO SCALE

FLOOD ZONE:

(ZONE "AE") SPECIAL FLOOD HAZARD AREAS (SFHAS)
TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD
PANEL# 19127C 0170C
EFFECTIVE DATE NOVEMBER 16, 2011

JURISDICTION:

CITY OF MARSHALLTOWN

UTILITY COMPANIES

THE FOLLOWING UTILITIES ARE
PRESENT ON THIS PROJECT

ALLIANT ENERGY	
FIELD ENGINEER	800-255-4268
CENTURYLINK	
SADIE HULL	918-547-0147
MARSHALLTOWN - SEWER	
TROY MCGAHUEY	641-751-9608
MARSHALLTOWN WATER WORKS	
ZACH MAXFIELD	641-753-7913
MEDICOM	
CURT HODGES	515-669-3647

LEGEND:

- PARCEL OR LOT CORNER MONUMENT
- ▲ GOVERNMENT CORNER MONUMENT FOUND
- ⊕ SURVEY CONTROL POINT / BENCHMARK



ZONE INFORMATION:

CITY OF MARSHALLTOWN
DISTRICT "R" - RESIDENTIAL DISTRICT

FRONT YARD: 50'

SIDE YARDS: 10' MINIMUM

REAR YARDS: 20% DEPTH OF LOT MINIMUM, BUT NOT
GREATER THAN 35'

LOT WIDTH: 100' MINIMUM

LOT AREA: 30,000 SQ FT MINIMUM

ADDRESS

1207 S 7TH AVENUE
MARSHALLTOWN, IOWA

OWNER OF RECORD

JOHN R SIEVERS AND KATHLEEN M SIEVERS
1207 S 7TH AVENUE
MARSHALLTOWN, IOWA

SURVEY REQUESTED BY:

MIKE WRIGHT

FIELD WORK COMPLETED:

MARCH 11,2022

DESCRIPTION

SIEVERS SUBDIVISION LOCATED ENTIRELY WITHIN PARCEL "G/B" IN THE
NORTHWEST FRACTIONAL 1/4 OF THE NORTHWEST FRACTIONAL 1/4 OF
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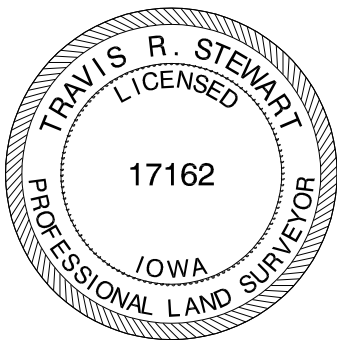
MARSHALLTOWN P&Z COMMISSION

MAYOR SIGNATURE

ATTEST

LEGEND: (MONUMENT SYMBOLS ARE ORIENTED TO THE NORTH)

FOUND	▲	PLSS CORNER FOUND (as noted)
	●	PARCEL OR LOT CORNER
SET	△	PLSS CORNER - 1/2" DIAMETER x 30" IRON REBAR w/ORANGE PLASTIC ID CAP (#17162)
	○	1/2" DIAMETER x 30" IRON REBAR w/ORANGE PLASTIC ID CAP (#17162)



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 6/14/2022
Travis R. Stewart, PLS date

Iowa License Number 17162

My License Renewal Date is December 31, 2023

Pages or sheets covered by this seal: THIS SHEET



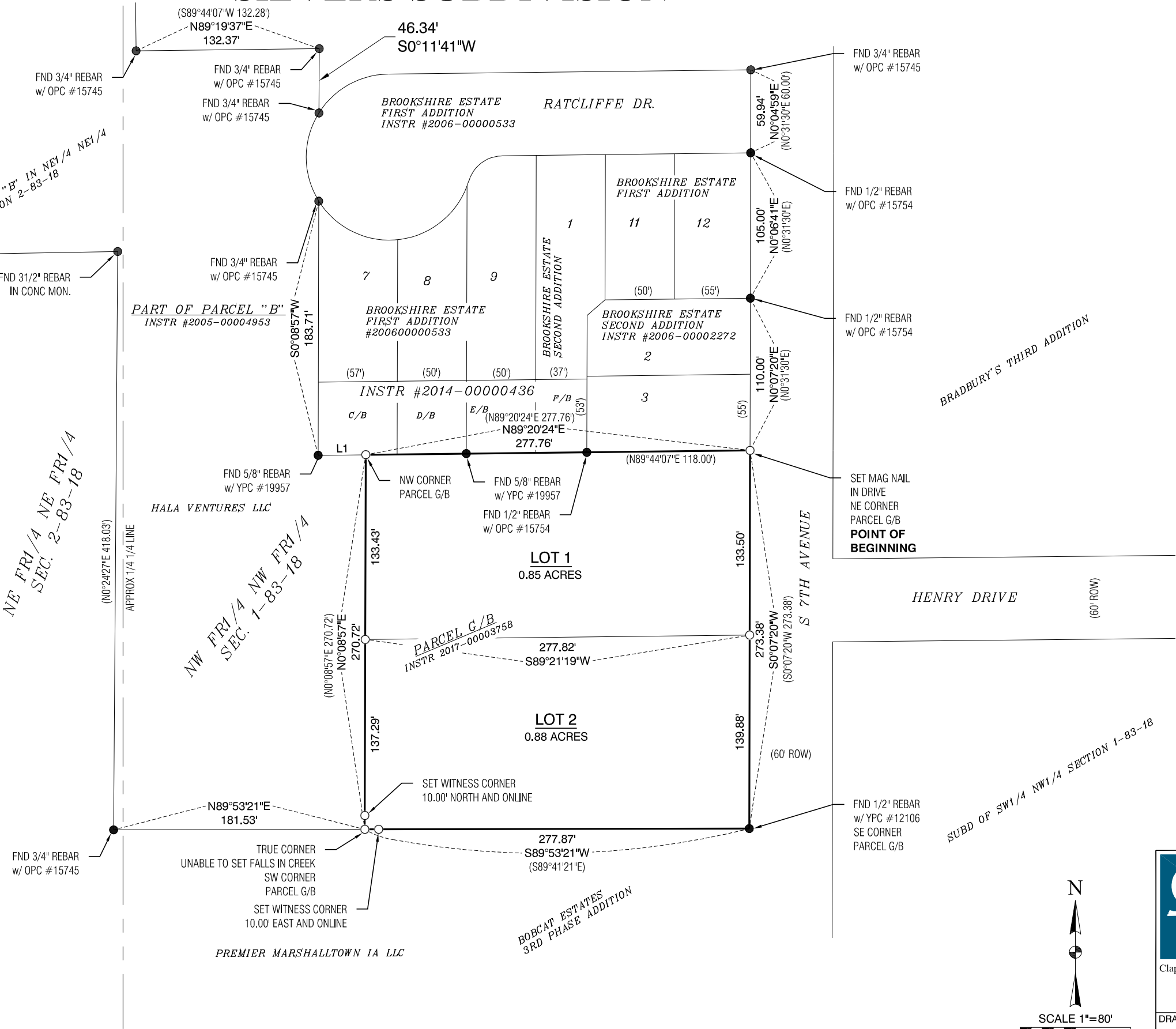
Clapsaddle-Garber Associates, Inc
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DRAWN	SHEET NO.
CAQ	1 OF 2
DATE	PROJECT NO.
5-26-2022	79471.05

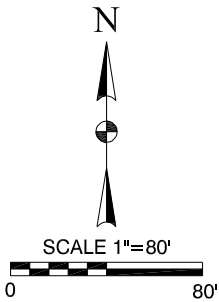
FINAL PLAT
SIEVERS SUBDIVISION

LINE DATA		
LINE NUMBER	BEARING	DISTANCE
L1	N89°20'24"E	34.42'
	(N89°20'24"E)	(34.42')

LOT #	OWNER
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NOTE:
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DRAWN CAQ	SHEET NO. 2 OF 2
DATE 5-26-2022	PROJECT NO. 79471.05

J:\79471\dwgs\2_Survey\Final Plat\79471 Final Plat Sheet 2.dwg - Final Plat Sheet 2 - 06-14-22 - 8:35am - ms246

Complete the following contact information. (Please type or print clearly)

Owner Corporation Name	
Contact/Owner Name John R. and Kathlen Sievers	
Owner Address 1207 S. 7th avenue Marshalltown, IA 50158	Owner Fax none
Owner Phone (641) 328-9417 for Kathleen and (641) 485-8784 for John	
Owner E-mail KMSievers14@gmail.com	

Name of Law Firm Moore, McKibben, Goodman & Lorenz, LLP	
Attorney Name William J. Lorenz	
Attorney Address 26 S 1st Avenue,, Suite 302 Marshalltown, IA 50158	Attorney Fax (641) 752-5266
Attorney Phone (641) 752-4271	
Attorney E-mail wlorenz@marshalltownlaw.com	

Engineer Firm Name Clapsaddle-Garber Associates	
Engineer Contact Person Travis Stewart	
Engineer Address 16 E. Main Street Marshalltown, Ia 50158	
Engineer Phone (641) 485-9765	Engineer Fax (641) 752-2849
Engineer E-mail tstewart@cgaconsultants.com	

DEDICATION

STATE OF IOWA)
)
COUNTY OF MARSHALL) ss:

John Sievers and Kathleen Sievers, husband and wife, the undersigned owners of record in fee simple of the following described real estate, to wit:

Sievers Subdivision located entirely within Parcel "G/B" located in the Northwest fractional Quarter of the Northwest fractional Quarter of Section 1, Township 83 North, Range 18 West of the 5th P.M., within the City of Marshalltown, Marshall County, Iowa, more particularly described as follows: Beginning at the Northeast corner of a certain parcel of land described as Parcel "G/B" and recorded as Instrument No. 2017-00003758, in the Office of the Recorder, Marshall County, Iowa, said point also being on the West Right of Way line of South 7th Avenue, thence S0°07'20"W 273.38' along the East line of said Parcel "G/B" to the Southeast Corner of said Parcel "G/B", thence S89°53'21"W 277.87' along the South line of said Parcel "G/B" to the Southwest Corner of said parcel, "G/B", thence N0°08'57"E 270.72' to the Northwest corner of said parcel "G/B", thence N89°20'24"E 277.76' to the point of beginning, containing 1.73 acres, subject to easements and restrictions of record, if any,

being the real estate upon which the following-described platted Subdivision, to wit:

Sievers Subdivision to Marshall, Marshall County, Iowa, as shown by the annexed plat drawing and plat. The undersigned hereby certify that John Sievers and Kathleen Sievers caused said subdivision to be laid out and that the disposition of the real estate as shown by the said plat is with the owners' free consent and in accordance with the owners' desires and conforming to the established requirements for the platting and development under the ordinances of the City of Marshalltown, Marshall County, Iowa.

That the measurements of the lots contained in said addition are as indicated on the attached plat drawing. That this plat drawing conforms to the preliminary plat as previously approved by this Council.

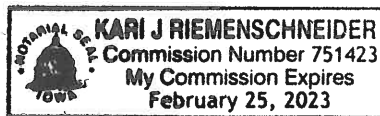
Dated this 13th day of June, 2022.

John R. Sievers
John R. Sievers

Kathleen Sievers
Kathleen Sievers

STATE OF IOWA, MARSHALL COUNTY, ss:

On this 13th day of June, A.D., 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared John R. Sievers and Kathleen Sievers, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.



Kari J. Riemschneider
Notary Public, State of Iowa

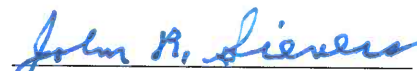
ACKNOWLEDGEMENT OF CONSENT OF DEDICATION

STATE OF IOWA)
)
COUNTY OF MARSHALL) ss:

. The undersigned, John Sievers and Kathleen Sievers, husband and wife, owners of record in fee simple of the following described real estate, hereby certify that they caused the following subdivision to be laid out and that the disposition of the real estate as shown by the said plat is with the owners' free consent and in accordance with the owners' desires and conforming to the established requirements for the platting and development under the ordinances of the City of Marshalltown, Marshall County, Iowa:

Sievers Subdivision located entirely within Parcel "G/B" located in the Northwest fractional Quarter of the Northwest fractional Quarter of Section 1, Township 83 North, Range 18 West of the 5th P.M., within the City of Marshalltown, Marshall County, Iowa, more particularly described as follows: Beginning at the Northeast corner of a certain parcel of land described as Parcel "G/B" and recorded as Instrument No. 2017-00003758, in the Office of the Recorder, Marshall County, Iowa, said point also being on the West Right of Way line of South 7th Avenue, thence S0°07'20"W 273.38' along the East line of said Parcel "G/B" to the Southeast Corner of said Parcel "G/B", thence S89°53'21"W 277.87' along the South line of said Parcel "G/B" to the Southwest Corner of said parcel, "G/B", thence N0°08'57"E 270.72' to the Northwest corner of said parcel "G/B", thence N89°20'24"E 277.76' to the point of beginning, containing 1.73 acres, subject to easements and restrictions of record, if any,

Dated this 13th day of June, 2022.

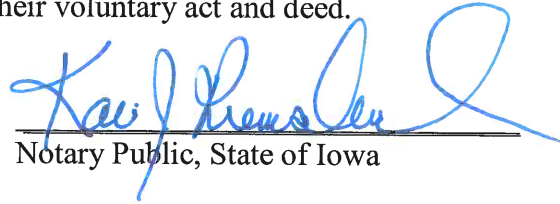

John R. Sievers


Kathleen Sievers

STATE OF IOWA, MARSHALL COUNTY, ss:

On this 13th day of June, A.D., 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared John R. Sievers and Kathleen Sievers, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.



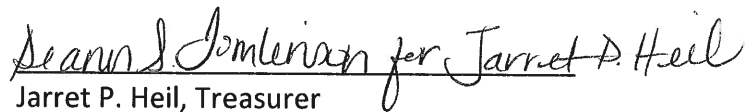

Notary Public, State of Iowa

TREASURER'S CERTIFICATE

STATE OF IOWA, MARSHALL COUNTY, ss:

I, Jarrett P. Heil, being the Treasurer of Marshall county, Iowa, do hereby certify that the land on which **SIEVERS SUBDDIVISION**, Marshall County, Iowa, is laid out and platted as shown by the annexed plat is free from property taxes.

Witness my hand and seal this 13th day of June, 2022.


Jarrett P. Heil, Treasurer
Marshall County, Iowa

(SEAL)

AUDITOR'S APPROVAL OF SUBDIVISION NAME

STATE OF IOWA, MARSHALL COUNTY, ss:

I, Nan Benson, being the Auditor of Marshall county, Iowa, do hereby approve, pursuant to Iowa Code Sections 354.6(2) and 354.11(6) (2021), the subdivision name **SIEVERS SUBDDIVISION** on the annexed plat and find the same to be succinct and unique in Marshall County, Iowa.

Witness my hand and seal this 13th day of June, 2022.



Nan Benson, Auditor
Marshall County, Iowa

(SEAL)



(Hearing - Sewer Revenue)

422742-49

Marshalltown, Iowa

June 27, 2022

The City Council of the City of Marshalltown, Iowa, met on June 27, 2022, at 5:30 p.m., at the City Council Chambers, Marshalltown, Iowa.

The meeting was called to order by the Mayor, and the roll was called showing the following members of the Council present and absent:

Present: _____

Absent: _____.

This being the time and place specified for holding the public hearing and taking action on the proposal to enter into a Sewer Revenue Loan and Disbursement Agreement, the City Clerk announced that no written objections had been placed on file. Whereupon, the Mayor called for any written or oral objections, and there being none, the Mayor declared the public hearing closed.

After due consideration and discussion, Council Member _____ introduced the following resolution and moved its adoption, seconded by Council Member _____. The Mayor put the question upon the adoption of said resolution, and the roll being called, the following Council Members voted:

Ayes: _____

Nays: _____.

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

RESOLUTION NO. 2022-184

Resolution taking additional action on proposal to enter into a Sewer Revenue Loan and Disbursement Agreement

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 has heretofore proposed to contract indebtedness and enter into a certain 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, and has published notice of the proposed action and has held a hearing thereon on June 27, 2022;

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

Section 1. The City Council hereby determines to enter into the Agreement in the future and orders that Sewer Revenue Bonds be issued at such time in evidence thereof. The

City Council further declares that this resolution constitutes the “additional action” required by Section 384.24A of the Code of Iowa.

Section 2. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 3. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved June 27, 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 City of Marshalltown, do hereby certify that attached hereto is a true and correct copy of the proceedings of the City Council relating to the hearing on the City Council's intention to enter into a Sewer Revenue Loan and Disbursement Agreement in a principal amount not to exceed \$13,125,000.

WITNESS MY HAND this _____ day of _____, 2022.

City Clerk

June 23, 2022

VIA EMAIL

Alicia Hunter
City Clerk/City Hall
Marshalltown, Iowa

Re: \$13,125,000 SRF Sewer Revenue Loan and Disbursement Agreement
Our File No. 422742-49

Dear Alicia:

We have prepared and attach proceedings related to the public hearing and additional action on the Sewer Revenue Loan and Disbursement Agreement (the “Agreement”) for the June 27, 2022 City Council meeting.

The proceedings attached include the following items:

1. Minutes of the meeting covering the public hearing, followed by the resolution taking additional action in connection with the Agreement. This resolution simply sets forth the City Council’s determination to enter into the Agreement in the future and its adoption constitutes the “additional action” required by the Iowa Code.
2. Attestation Certificate with respect to the validity of the transcript.

On June 27, the City Council should meet as scheduled and hold the hearing on its intention to enter into the Agreement. The minutes as drafted assume that no objections will be filed or made.

Please return one fully executed copy of these proceedings to our office as soon as possible. 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



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

Absent: _____.

Council Member Schneider introduced the resolution hereinafter next set out and moved its adoption, seconded by Council Member Ladehoff; 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: Hoop, Isom, Kell, Ladehoff, Schneider, Thompson, Walker

Nays: _____.

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

RESOLUTION NO. 2022-156

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.

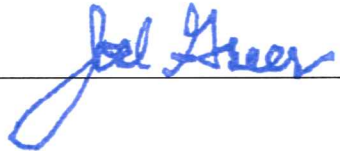
Alicia Hunter
City Clerk

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

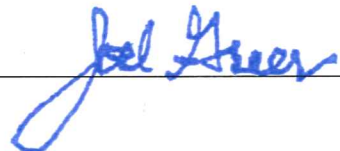
Attest:



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 14th day of June, 2022.

Alicia Hunter
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:

Joel Greer, Mayor

Jessica Kinser, City Administrator

Alicia Hunter, City Clerk

Diana Steiner, Finance Director

Mike Ladehoff, Council Member/Mayor Pro Tem

Gabe Isom, Council Member

Dex Walker, Council Member

Al Hoop, Council Member

Gary Thompson, Council Member

Barry Kell, Council Member

Jeff Schneider, 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 14th day of June, 2022.

Alvin Hunter
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	\$1,668,000	06-01-2028
01-08-2020	Sewer Revenue	\$3,565,000	06-01-2029
04-01-2021	Sewer Revenue	\$3,309,000	06-01-2028
09-24-2021	Sewer Revenue	\$3,471,000	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 20th day of June, 2022.

Alicia Hunter
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 20th day of June, 2022.

Aileen Hunter
City Clerk

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

Times-Republican

AFFIDAVIT OF PUBLICATION

See Proof on Next Page

STATE OF IOWA
Marshall County, ss.

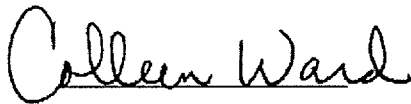
I, Colleen Ward, being first duly sworn, on oath depose and say that Marshalltown Newspaper, LLC is a corporation for pecuniary profit organization under the law of the State of Iowa, with its principal place of business in Marshall, Iowa; that the "Times-Republican" is a daily newspaper of general circulation printed wholly in the English language and published by said corporation at the city of Marshalltown, in Marshall County, Iowa; that I am the Accounting Manager of said corporation and a full time employee of the said newspaper, and have personal knowledge of the facts stated herein; that the Notice hereto attached in the above entitled action was published in the regular daily edition of the said "Times-Republican" once each week for:

1 consecutive weeks on the days and dates as follows, to-wit:

17 Jun 2022

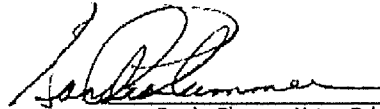
Statutory fees for publishing said notice are:

\$27.43

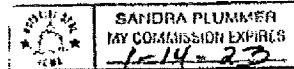


Sworn to before me and subscribed in my presence by the said Colleen Ward, this

17th day of June 2022



Sandra Plummer, Notary Public
Marshall County, Iowa
Commission No. 766297
Commission Expires January 14, 2023



**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
Published in the Times-Republican
Jun 17, 2022

L60004

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

MINUTES FOR HEARINGS AND
ADDITIONAL ACTION ON LOAN
AGREEMENTS, COMBINING LOAN
AGREEMENTS, AND REPURPOSING
BOND PROCEEDS

422742-45

Marshalltown, Iowa

June 27, 2022

The City Council of the City of Marshalltown, Iowa, met on June 27, 2022, at 5:30 p.m., at the City Council Chambers, 10 West State Street, Marshalltown, Iowa.

The meeting was called to order by the Mayor, and the roll being called, the following named Council Members were present and absent:

Present: _____

Absent: _____.

This being the time and place specified for taking action on the proposal to enter into an Essential Purpose Loan Agreement and to borrow money thereunder in a principal amount not to exceed \$540,000, the City Clerk announced that no written objections had been placed on file. Whereupon, the Mayor called for any written or oral objections, and there being none, the Mayor declared the public hearing closed.

This also being the time and place specified for taking action on the proposal to enter into a General Purpose Loan Agreement and to borrow money thereunder in a principal amount not to exceed \$540,000, the City Clerk announced that no petition had been filed asking that the question of entering into the loan agreement be submitted to the registered voters of the City, and that the City Council may proceed with the authorization of the loan agreement. Whereupon, the Mayor called for any written or oral objections, and there being none, the Mayor declared the public hearing closed.

After due consideration and discussion, Council Member _____ introduced the resolution next hereinafter set out and moved its adoption, seconded by Council Member _____. The Mayor put the question upon the adoption of said resolution, and the roll being called, the following Council Members voted:

Ayes: _____

Nays: _____.

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

RESOLUTION NO. 2022-185

Resolution taking additional action on proposal to enter into a General Obligation Loan Agreements, combining loan agreements, and repurposing bond proceeds

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, heretofore proposed 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; and pursuant to law and a notice duly published, the City Council has held a public hearing on such proposal on June 27, 2022; and

WHEREAS, the City also proposed 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 (the “General Purpose Project” and, together with the Essential Purpose Projects, the “Projects”); and (2) undertaking ventilation system repairs for police and fire facilities, and in lieu of calling an election upon such proposal, has published notice of the proposed action and has held a hearing thereon, and as of June 27, 2022, no petition had been filed with the City asking that the question of entering into the General Purpose Loan Agreement be submitted to the registered voters of the City; and

WHEREAS, pursuant to the provisions of Section 384.28 of the Code of Iowa, the City intends to combine its authority under the Loan Agreements and to enter into a single loan agreement (the “Loan Agreement”); and

WHEREAS, the authorization of the Loan Agreement will vest the City with additional authority to lawfully use up to \$1,080,000 of unspent proceeds (the “Bond Proceeds”) from the City’s prior issuance of General Obligation Municipal Building Bonds, Series 2017, dated October 10, 2017 and General Obligation Corporate Purpose Bonds, Series 2021, dated December 14, 2021, for the funding of the Projects; and

WHEREAS, the City now proposes to use its authority to enter into the Loan Agreement, and in lieu of borrowing additional funds, to authorize the repurposing of the Bond Proceeds for paying the costs of the Projects;

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

Section 1. The Loan Agreements are hereby combined into the Loan Agreement. The City Council hereby approves the Loan Agreement and declares that this resolution constitutes the “additional action” required by Section 384.24A of the Code of Iowa. It is hereby ordered that up to \$1,080,000 of the Bond Proceeds be expended to pay the costs of the Projects.

Section 2. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 3. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved June 27, 2022.

Mayor

Attest:

City Clerk

• • • •

On motion and vote, the meeting adjourned.

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, Iowa do hereby certify that attached hereto is a true and correct copy of the proceedings of the City Council relating to the public hearing and additional action on the City Council's intention to approve certain Loan Agreements, combine Loan Agreements and to authorize an alternative expenditure of bond proceeds, in lieu of borrowing additional funds.

WITNESS MY HAND this _____ day of _____, 2022.

City Clerk

June 21, 2022

Via Email

Alicia Hunter
City Clerk/City Hall
Marshalltown, Iowa

Re: General Obligation Corporate Purpose Loan Agreements/Repurposing of
Proceeds
Our File No. 422742-45

Dear Alicia:

We have prepared and attach proceedings related to the action to be taken on the City's General Obligation Loan Agreements (the "Loan Agreements") at the June 27th City Council meeting.

The proceedings attached include the following items:

1. Minutes of the meeting covering the public hearings, followed by the resolution approving the Loan Agreements, combining the Loan Agreements and authorizing the alternative expenditure of the proceeds from the General Obligation Municipal Building Bonds, Series 2017 and General Obligation Corporate Purpose Bonds, Series 2021.
2. Attestation Certificate with respect to the validity of the transcript.

On June 27th the City Council should meet as scheduled, hold the hearing on its intention to enter into the Loan Agreements and adopt the attached resolution. The minutes as drafted assume that no objections will be filed or made.

As soon as possible after the City Council meeting, please return one fully executed copy of all of the completed pages in 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
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: Hoop, Isom, Kell, Ladehoff, Schneider, Thompson, Walker

Absent: _____.

Council Member Schneider introduced the resolution hereinafter next set out and moved its adoption, seconded by Council Member Ladehoff; 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: Hoop, Isom, Kell, Ladehoff, Schneider, Thompson, Walker

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

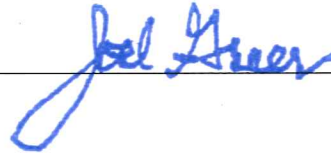
Section 4. Pursuant to Section 1.150-2 of the Income Tax Regulations (the "Regulations") of the Internal Revenue Service, the City declares (a) that it intends to undertake the Projects which are reasonably estimated to cost approximately \$1,080,000, (b) that other than (i) expenditures to be paid or 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:

Alicia Hunter
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 14th day of June, 2022.

Alicia Hunter
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:

Joel Greer, Mayor

Jessica Kinser, City Administrator

Alicia Hunter, City Clerk

Diana Steiner, Finance Director

Mike Ladehoff, Council Member/Mayor Pro Tem

Gabe Isom, Council Member

Dex Walker, Council Member

Al Hoop, Council Member

Gary Thompson, Council Member

Barry Kell, Council Member

Jeff Schneider, Council Member

WITNESS MY HAND this 14th day of June, 2022.

Alicia Hunter
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 20th day of June, 2022.

Alicia Hunter
City Clerk

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

Times-Republican

AFFIDAVIT OF PUBLICATION

See Proof on Next Page

STATE OF IOWA
Marshall County, ss.

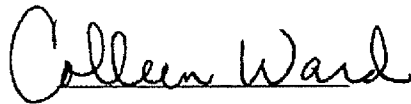
I, Colleen Ward, being first duly sworn, on oath depose and say that Marshalltown Newspaper, LLC is a corporation for pecuniary profit organization under the law of the State of Iowa, with its principal place of business in Marshall, Iowa; that the "Times-Republican" is a daily newspaper of general circulation printed wholly in the English language and published by said corporation at the city of Marshalltown, in Marshall County, Iowa; that I am the Accounting Manager of said corporation and a full time employee of the said newspaper, and have personal knowledge of the facts stated herein; that the Notice hereto attached in the above entitled action was published in the regular daily edition of the said "Times- Republican" once each week for:

1 consecutive weeks on the days and dates as follows, to-wit:

16 Jun 2022

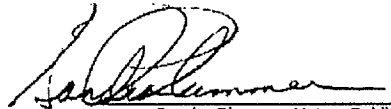
Statutory fees for publishing said notice are:

\$27.43

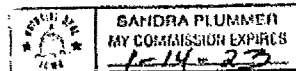


Sworn to before me and subscribed in my presence by the said Colleen Ward, this

16th day of June 2022



Sandra Plummer, Notary Public
Marshall County, Iowa
Commission No. 766297
Commission Expires January 14, 2023



**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 the 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
Published in the Times-Republican
Jun 16, 2022

L60004

Times-Republican

AFFIDAVIT OF PUBLICATION

STATE OF IOWA
Marshall County, ss.

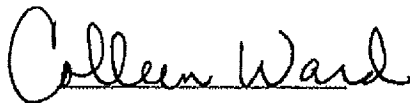
I, Colleen Ward, being first duly sworn, on oath depose and say that Marshalltown Newspaper, LLC is a corporation for pecuniary profit organization under the law of the State of Iowa, with its principal place of business in Marshall, Iowa; that the "Times-Republican" is a daily newspaper of general circulation printed wholly in the English language and published by said corporation at the city of Marshalltown, in Marshall County, Iowa; that I am the Accounting Manager of said corporation and a full time employee of the said newspaper, and have personal knowledge of the facts stated herein; that the Notice hereto attached in the above entitled action was published in the regular daily edition of the said "Times- Republican" once each week for:

1 consecutive weeks on the days and dates as follows, to-wit:

16 Jun 2022

Statutory fees for publishing said notice are:

\$20.93



Sworn to before me and subscribed in my presence by the said Colleen Ward, this

16th day of June 2022



Sandra Plummer, Notary Public
Marshall County, Iowa
Commission No. 766297
Commission Expires January 14, 2023



See Proof on Next Page

**NOTICE OF PROPOSED ACTION
TO INSTITUTE PROCEEDINGS
TO ENTER INTO A LOAN AGREE-
MENT 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 the 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

Published in the Times-Republican
Jun 16, 2022

L60004

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.**

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

Page 2

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



**RESOLUTION PROVIDING FOR THE CONVEYANCE AND TRANSFER OF TITLE OF 2.43
ACRES OF LAND TO THE MARSHALLTOWN YMCA**

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, property set out and described in Section 1 hereof to the Marshalltown YMCA; and

WHEREAS, the consideration for the transfer of the real estate to the Marshalltown YMCA, as set forth in Section 1, is the full sum of \$30,000.00 (Thirty Thousand and 00/100) Dollars, said sum payable to the City of Marshalltown; and

WHEREAS, the property being transferred by the City of Marshalltown, Iowa to the Marshalltown YMCA is real estate which has their existing operational facilities on the leased land;

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; and

WHEREAS, a notice of public hearing has been published according to law notifying the public of the proposed conveyance and transfer of title, and said public hearing was held.

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

Section 1. The City of Marshalltown, Iowa, by this resolution, approve the conveyance and transfer of title by Quit Claim Deed to the Marshalltown YMCA of the property:

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).

Section 2. The City of Marshalltown hereby approves 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.

Passed this 27th 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

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2022-00002706

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DETAIL "AA"

WEST WASHINGTON STREET

GLICK &
WILLIGRODS
ADDITION
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POINT OF
BEGINNING PARCEL "E/C"

PARCEL "E/C"
2.43 ACRES

TRACT
BK.B23 PG.189

VACATED PLAYER ST

PARCEL "B"
INST #1999-00023553

PARCEL "C"
INST#2022-00000020

REMAINDER OF
PARCEL "C"
3.27 ACRES

PARCEL "D/C"
5.70 ACRES

POINT OF BEGINNING
PARCEL "D/C"

POINT OF COMMENCEMENT

SEE DETAIL "AA"

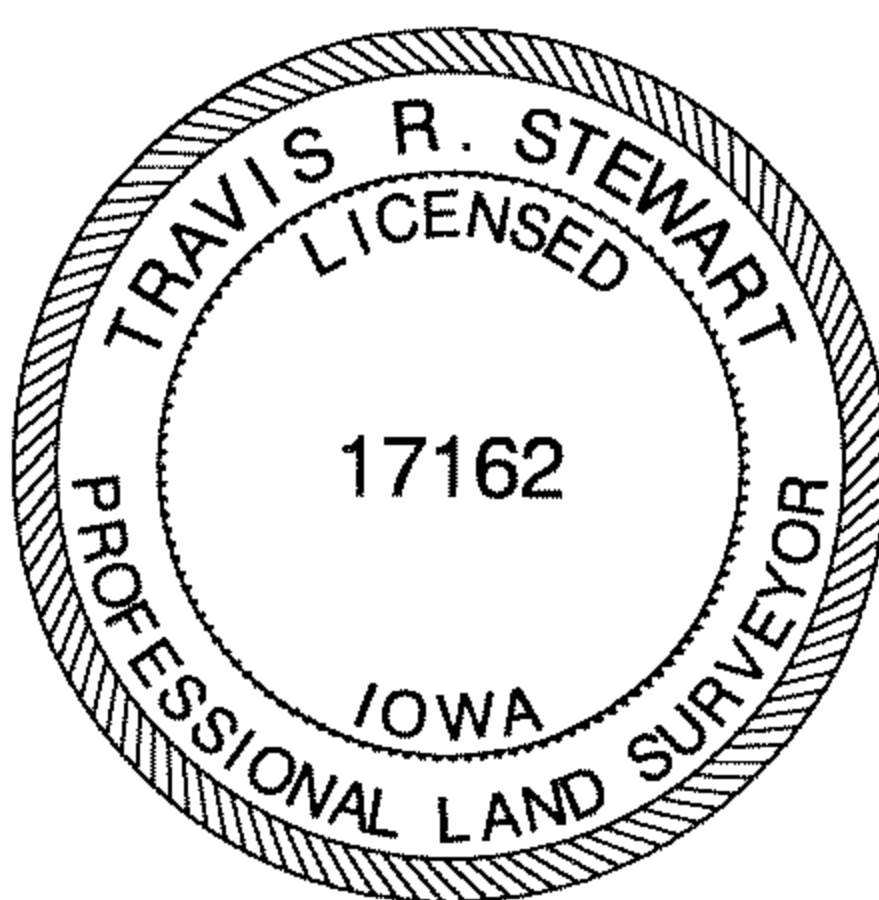
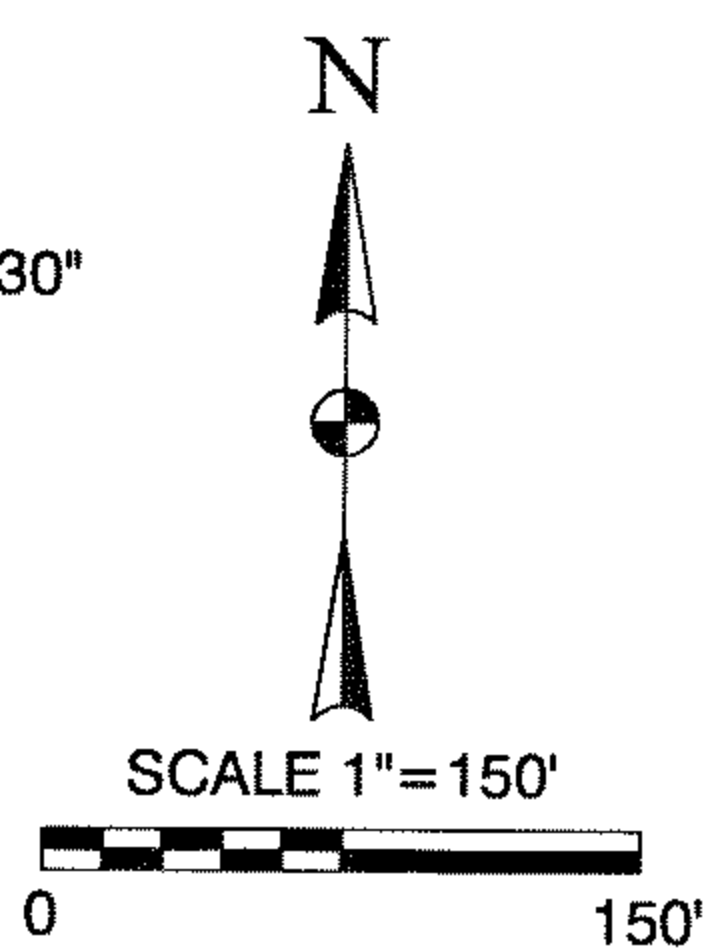
S 1/4 CORNER
SECTION 35-84-18
END MAG NAIL

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

CGA

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 PROVIDING FOR THE CONVEYANCE AND TRANSFER OF TITLE OF 5.70
ACRES OF LAND TO THE FISHER GOVERNOR FOUNDATION**

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, property set out and described in Section 1 hereof to the Fisher Governor Foundation; and

WHEREAS, the consideration for the transfer of the real estate to the Fisher Governor Foundation, as set forth in Section 1, is the full sum of \$44,000.00 (Forty-Four Thousand and 00/100) Dollars, said sum payable to the City of Marshalltown; and

WHEREAS, the property being transferred by the City of Marshalltown, Iowa to the Fisher Governor Foundation is real estate which has their existing operational facilities on the leased land;

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; and

WHEREAS, a notice of public hearing has been published according to law notifying the public of the proposed conveyance and transfer of title, and said public hearing was held.

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

Section 1. The City of Marshalltown, Iowa, by this resolution, approve the conveyance and transfer of title by Quit Claim Deed to the Fisher Governor Foundation of the property:

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).

Section 2. The City of Marshalltown hereby approves 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.

Passed this 27th 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

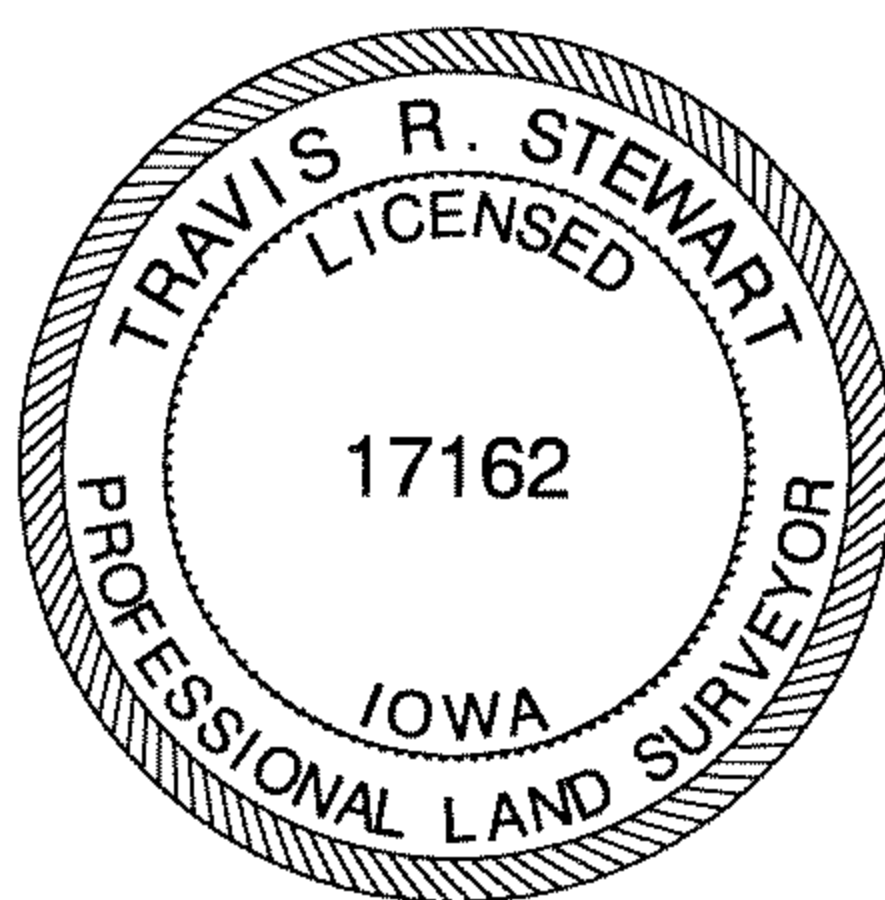
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File **2022-00002706**

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

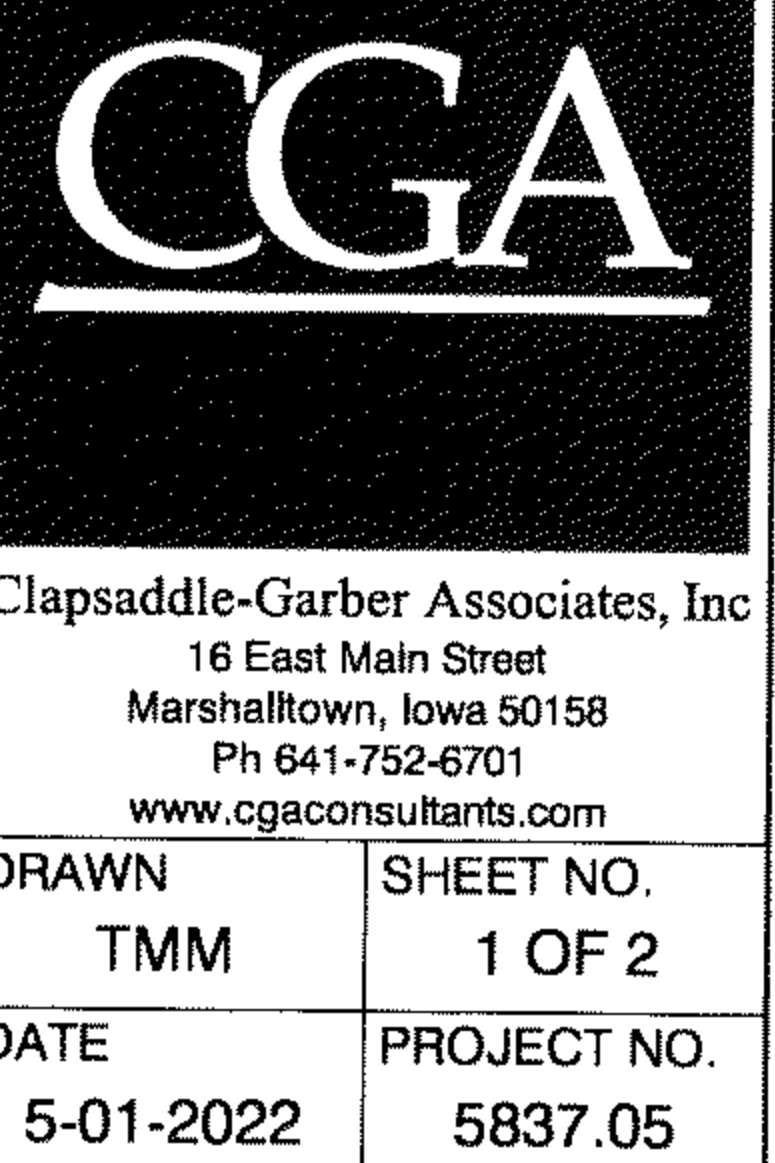


NOTE:
ALL BEARINGS ARE THE RESULT OF G.P.S. OBSERVATIONS.



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



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 PROVIDING FOR THE CONVEYANCE AND TRANSFER OF
TITLE FOR 105 WEST WEBSTER STREET FROM THE CITY OF
MARSHALLTOWN, IOWA TO MARIO ALCOCER**

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, property set out and described in Section 1 hereof to Mario Alcocer; and

WHEREAS, the consideration for the transfer of the real estate to Mario Alcocer, as set forth in Section 1, is the full sum of \$1,000.00 (One Thousand and 00/100) Dollars, said sum payable to the City of Marshalltown; and

WHEREAS, the property being transferred by the City of Marshalltown, Iowa to Mario Alcocer 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; and

WHEREAS, a notice of public hearing has been published according to law notifying the public of the proposed conveyance and transfer of title, and said public hearing was held.

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

Section 1. The City of Marshalltown, Iowa, by this resolution, approve the conveyance and transfer of title by Quit Claim Deed to Mario Alcocer of the property:

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).

Section 2. The City of Marshalltown hereby approves 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.

Passed this 27th 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 PROVIDING FOR THE CONVEYANCE AND TRANSFER OF
TITLE FOR 4 AND 6 W GRANT STREET FROM THE CITY OF
MARSHALLTOWN, IOWA TO K.K.H., LLC**

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, property set out and described in Section 1 hereof to K.K.H., LLC; and

WHEREAS, the consideration for the transfer of the real estate to K.K.H., LLC, as set forth in Section 1, is the full sum of \$1,025.00 (One Thousand Twenty-Five and 00/100) Dollars, said sum payable to the City of Marshalltown; and

WHEREAS, the property being transferred by the City of Marshalltown, Iowa to K.K.H., LLC 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; and

WHEREAS, a notice of public hearing has been published according to law notifying the public of the proposed conveyance and transfer of title, and said public hearing was held.

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

Section 1. The City of Marshalltown, Iowa, by this resolution, approve the conveyance and transfer of title by Quit Claim Deed to K.K.H., LLC of the property:

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

The consideration for such conveyance shall be the sum of \$1,025.00 (One Thousand Twenty-Five and 00/100).

Section 2. The City of Marshalltown hereby approves 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.

Passed this 27th 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 APPROVING PLANS, SPECIFICATIONS, FORM OF CONTRACT
AND COST FOR THE ELKS PARK IMPROVEMENT PROJECT, IN THE CITY OF
MARSHALLTOWN, IOWA, BEING PROJECT NO. PRK21002**

WHEREAS, there was placed on file in the office of the Clerk of the City of Marshalltown, Iowa, proposed plans and specifications, proposed form of contract and estimated cost for a public improvement in the City of Marshalltown, Iowa, for the Elks Park Improvement Project, Project No. PRK21002, as fully set forth in the resolution ordering same, and that public notice of hearing on such plans, specifications and form of contract were duly published in the Marshalltown Times-Republican in time for hearing now before the Council, and

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

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that the plans, specifications, form of contract and estimated cost heretofore placed on file and upon which public notice has been duly given and no objections thereto have been made either in writing or in open council, the Council does now adopt and approve the plans, specifications, form of contract and estimate of cost for Project No PRK21002, being the Elks Park Improvement Project in the city of Marshalltown, Iowa.

Passed this 27th 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



ELK'S PARK ADA AND GRADING IMPROVEMENTS
City of Marshalltown Engineering Department
May 16, 2022

[illegible]

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

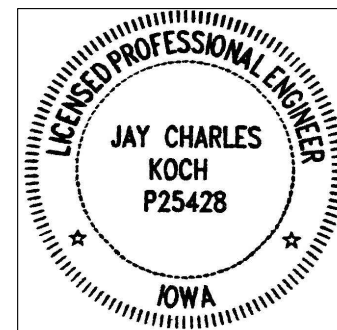
TRAFFIC SIGNALS & CITY STREET LIGHTS
CITY OF MARSHALLTOWN
PHONE: (641) 754-5734

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 Jay C. Koch 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



Drawn By: JCK
Chk By: JCK
Proj. No: PRK21-002
Dwg. No: ELK'S PARK
VP. No: COVER
Date: 5/18/22

COVER SHEET
ELK'S PARK GRADING AND ADA ACCESSIBILITY
MARSHALLTOWN, IOWA

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 900 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
PH. (641) 754-5734



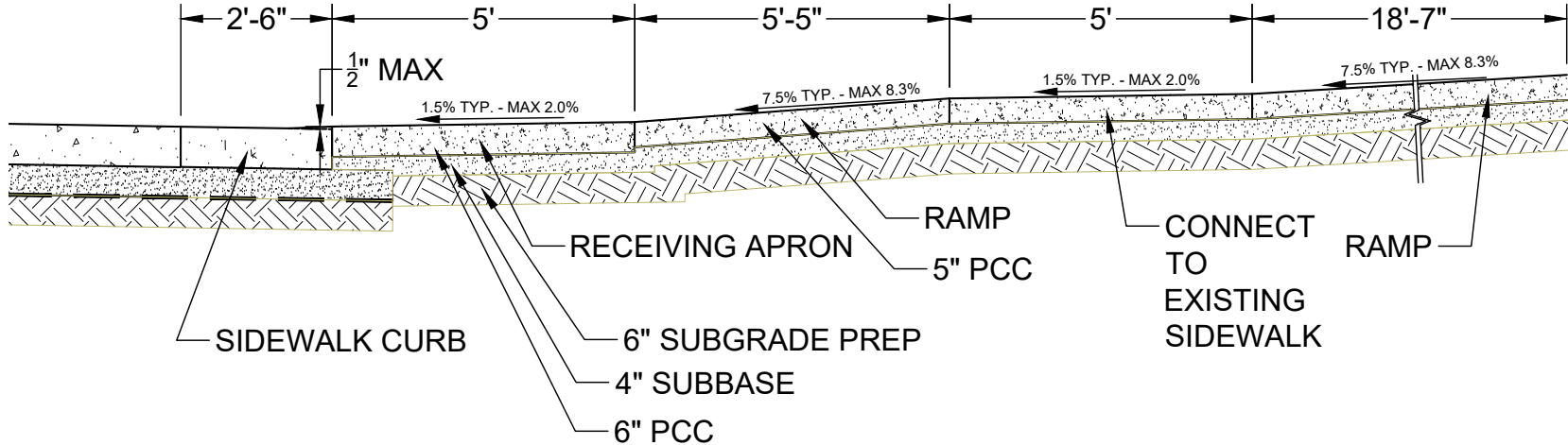
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Chk' By: JCK
Proj. No: PRK21-002
Dwg. No: ELKS PARK
VP. No: PLAN NOTES
Date: 5/18/22

PLAN NOTES

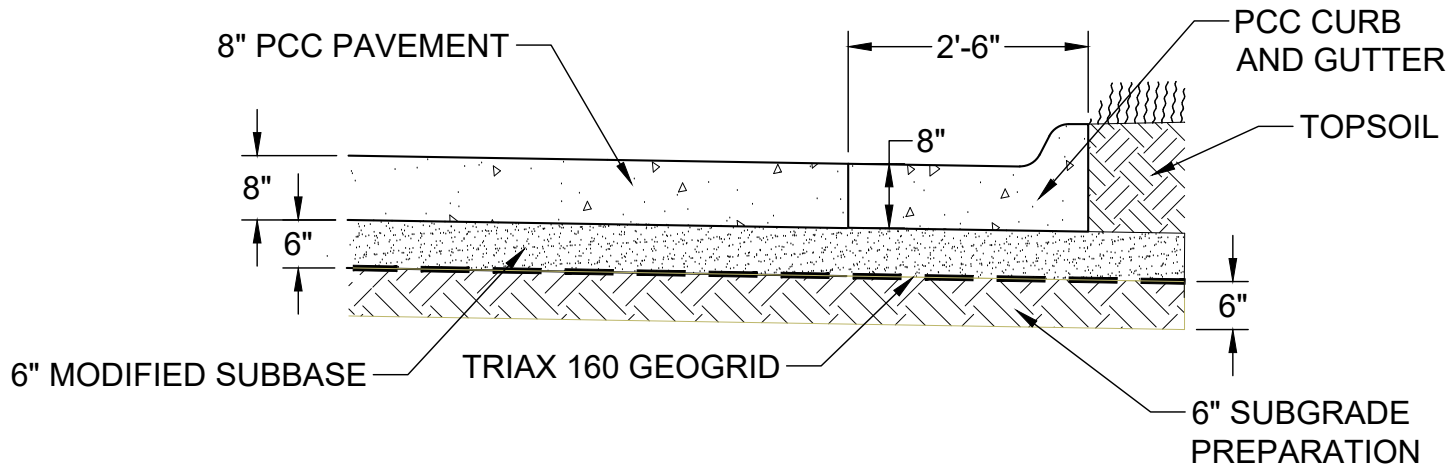
ELK'S PARK GRADING AND ADA
ACCESSIBILITY
MARSHALLTOWN, IOWA

ESTIMATE OF QUANTITIES

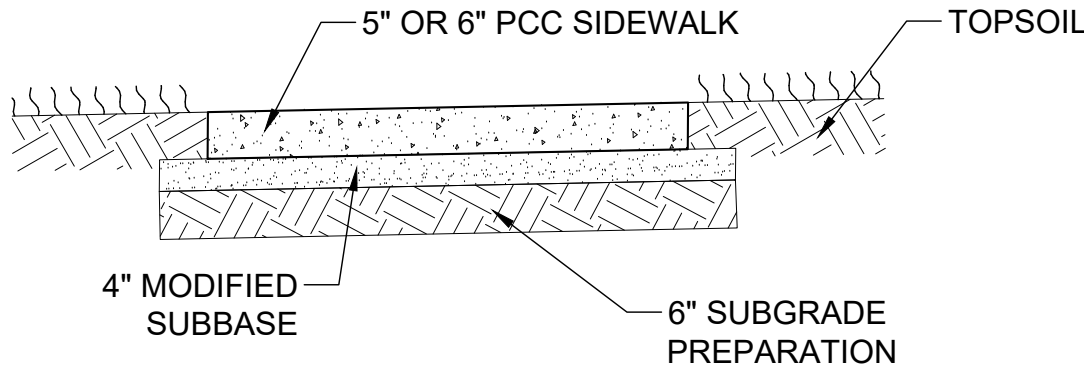
Item	Reference	Description	Quantity	Unit
1	CDBG	Project Construction Sign	1	LS
2	2010, 1.08, C	Clearing and Grubbing	1	LS
3	2010, 1.08, D	Topsoil, Spread	453	CuYd
4	2010, 1.08, E	Excavation, Class 10, Roadway and Borrow	387	CuYd
5	2010, 1.08, G	Subgrade Preparation	96	SqYd
6	2010, 1.08, I	Subgrade Stabilization, 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]

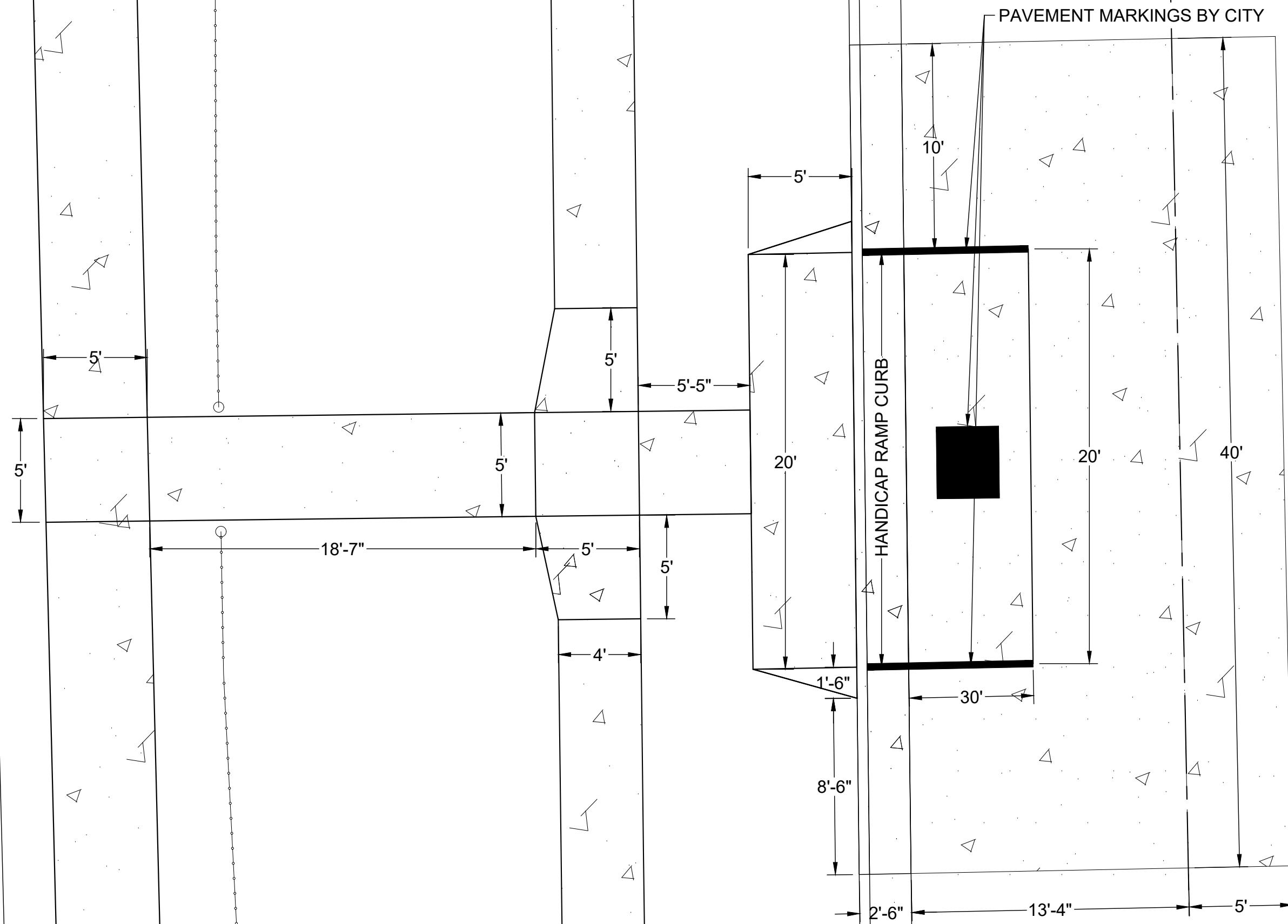
24 N. CENTER ST.
MARSHALLTOWN, IA. 50158
PH. (641) 754-5734



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



N



SCALE
1"=5'

NORTH 3RD STREET

HANDICAP PARKING AND RAMP DIMENSION PLAN

**ELK'S PARK GRADING AND ADA
ACCESSIBILITY
MARSHALLTOWN, IOWA**

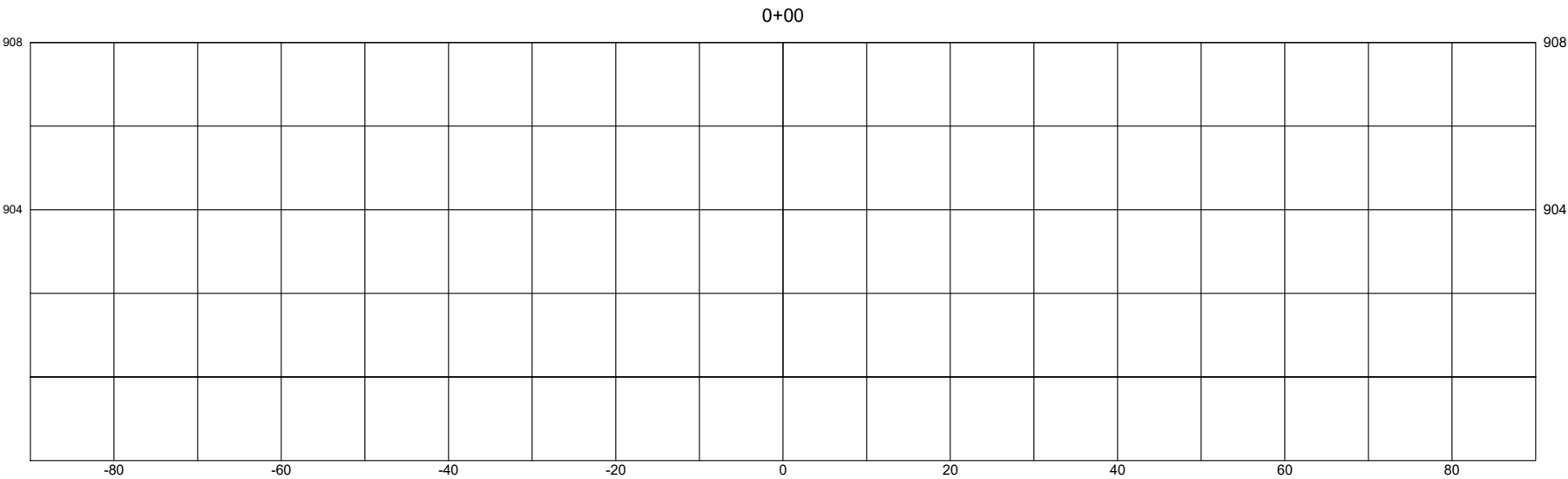
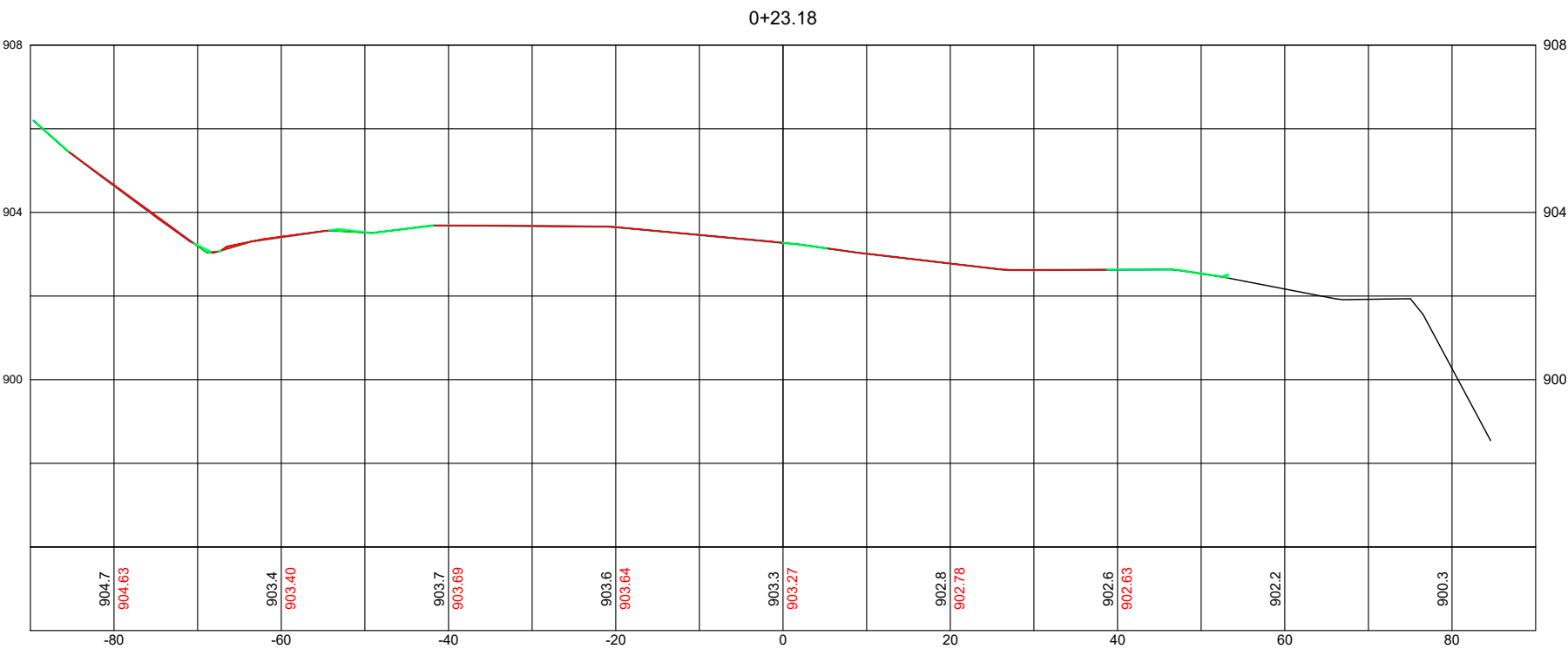
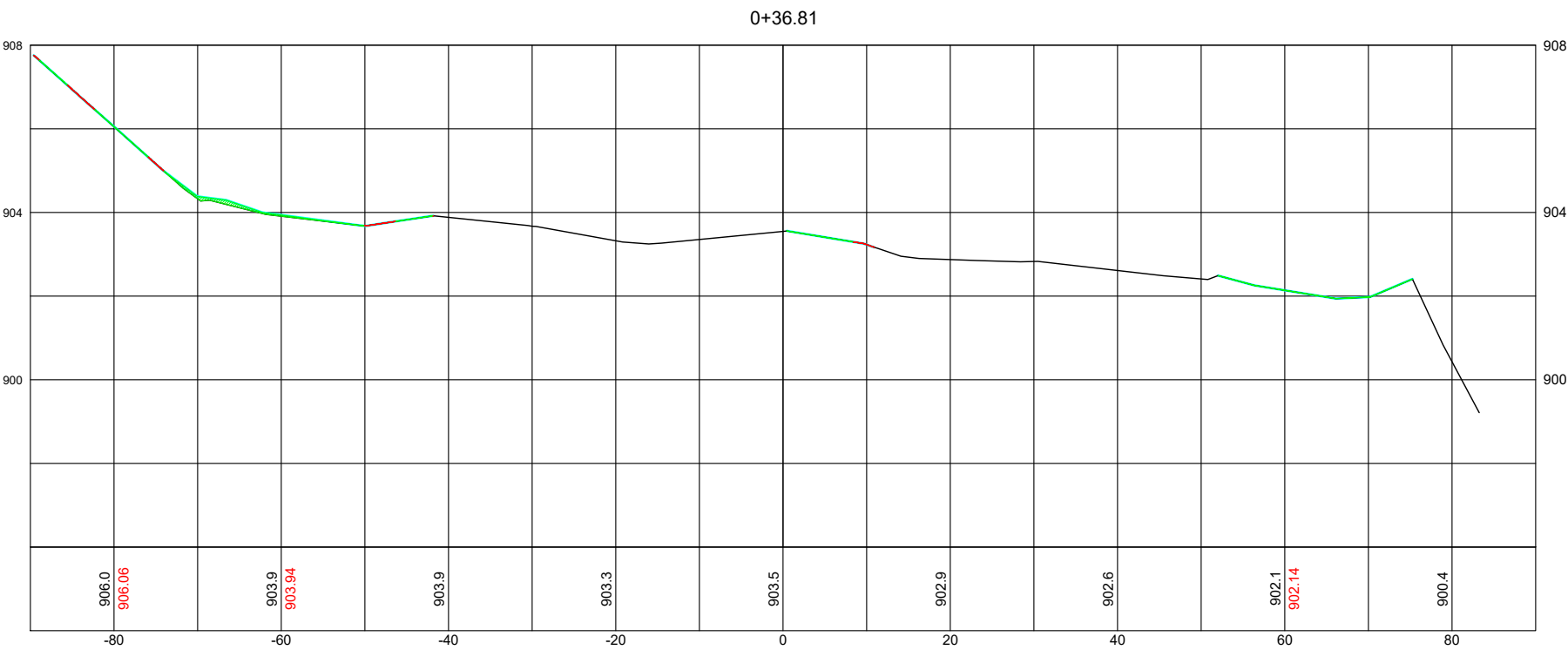
Drawn By:	JCK
Chk' By:	JCK
Proj. No:	PRK21-002
Dwg. No:	ELKS PARK
VP. No:	PARKING (3)
Date:	5/18/22



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

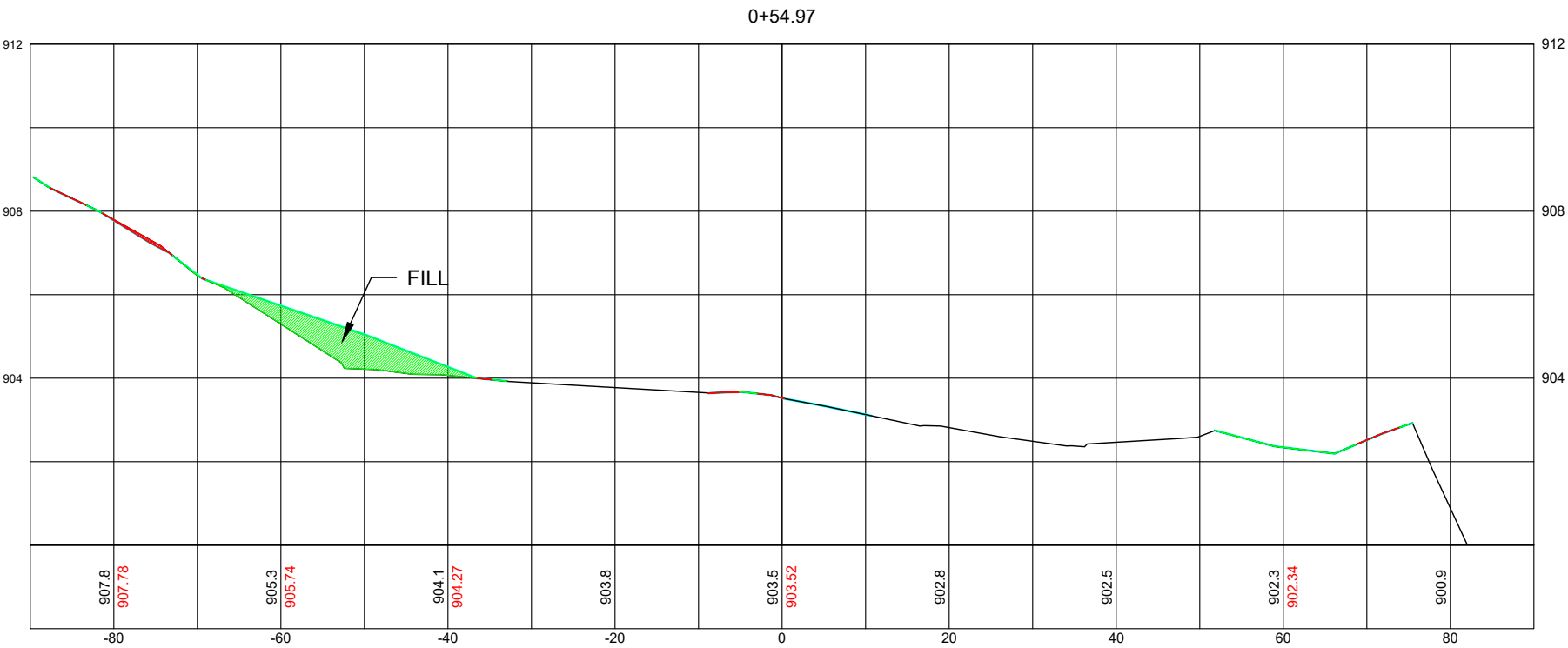
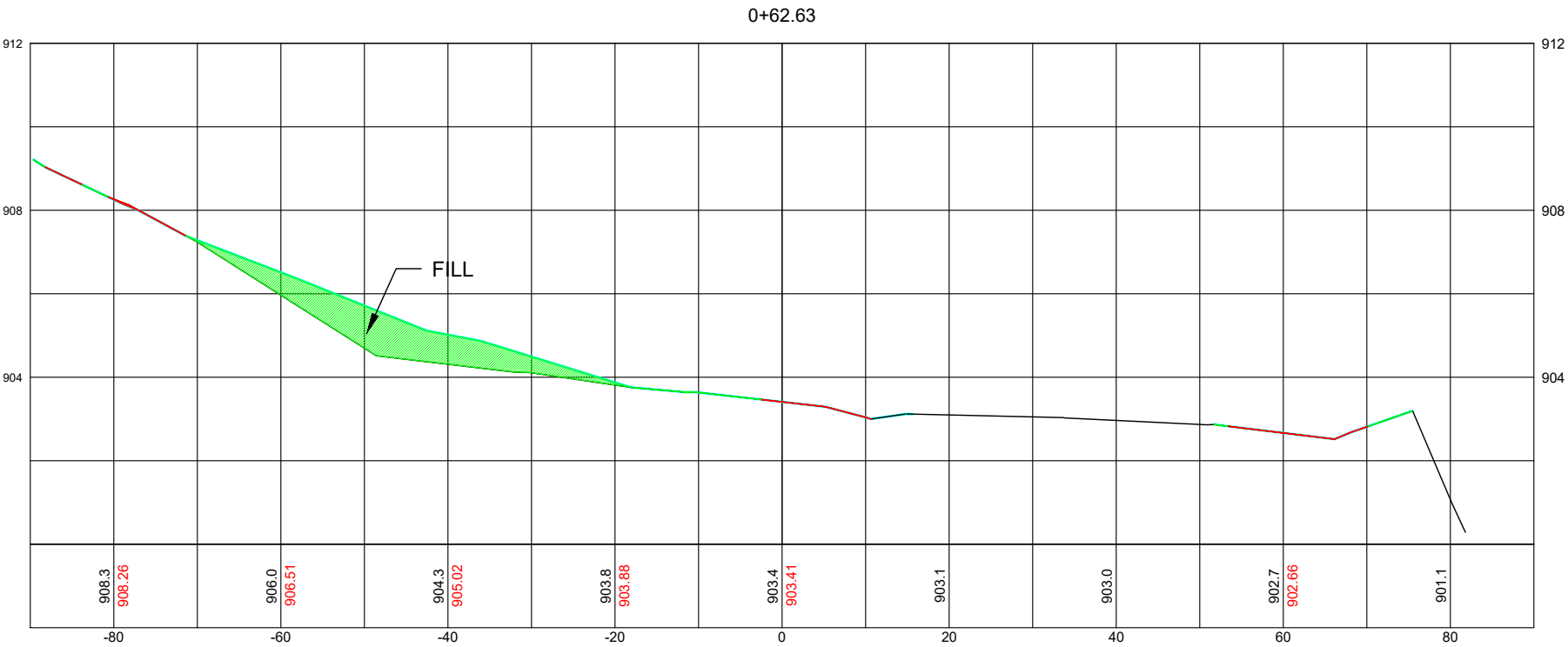
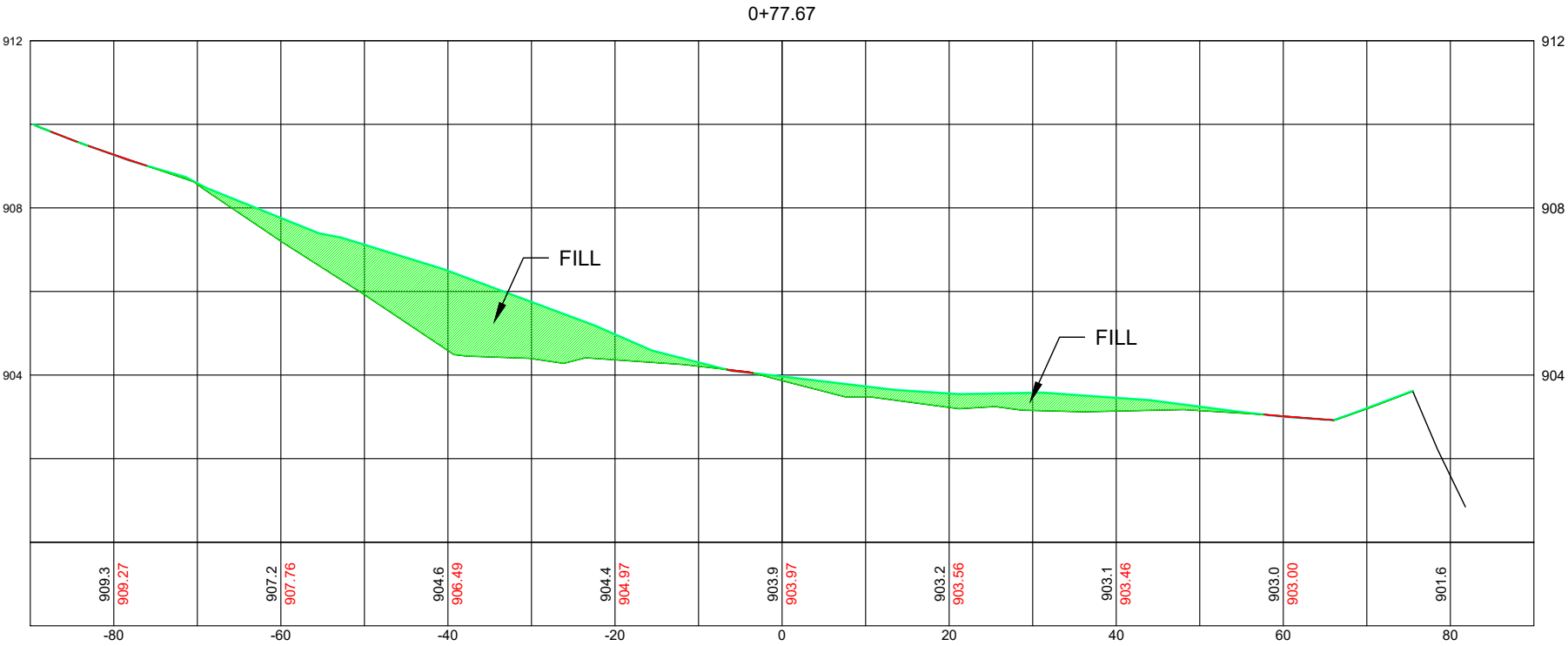
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SCALE
1" = 20' HORIZ
1" = 4' VERT



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.
MARSHALLTOWN, IA. 50158
PH. (641) 754-5734

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

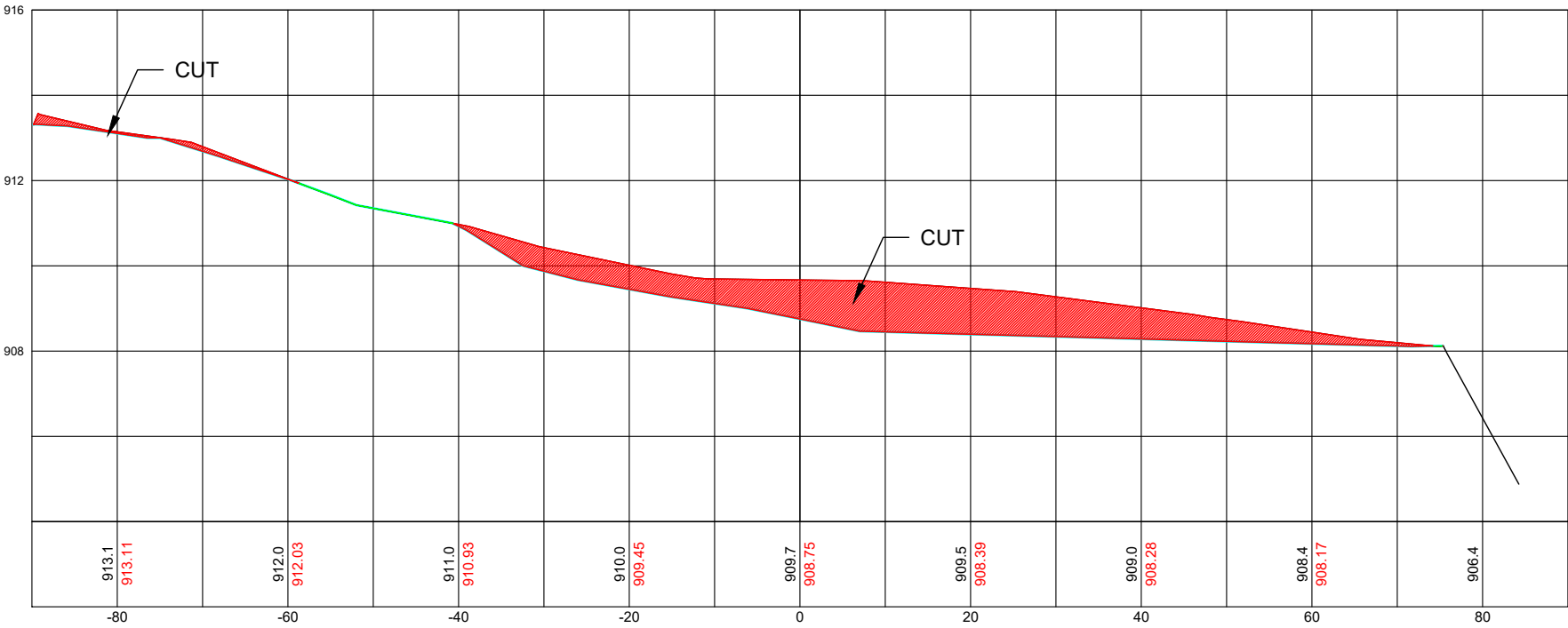


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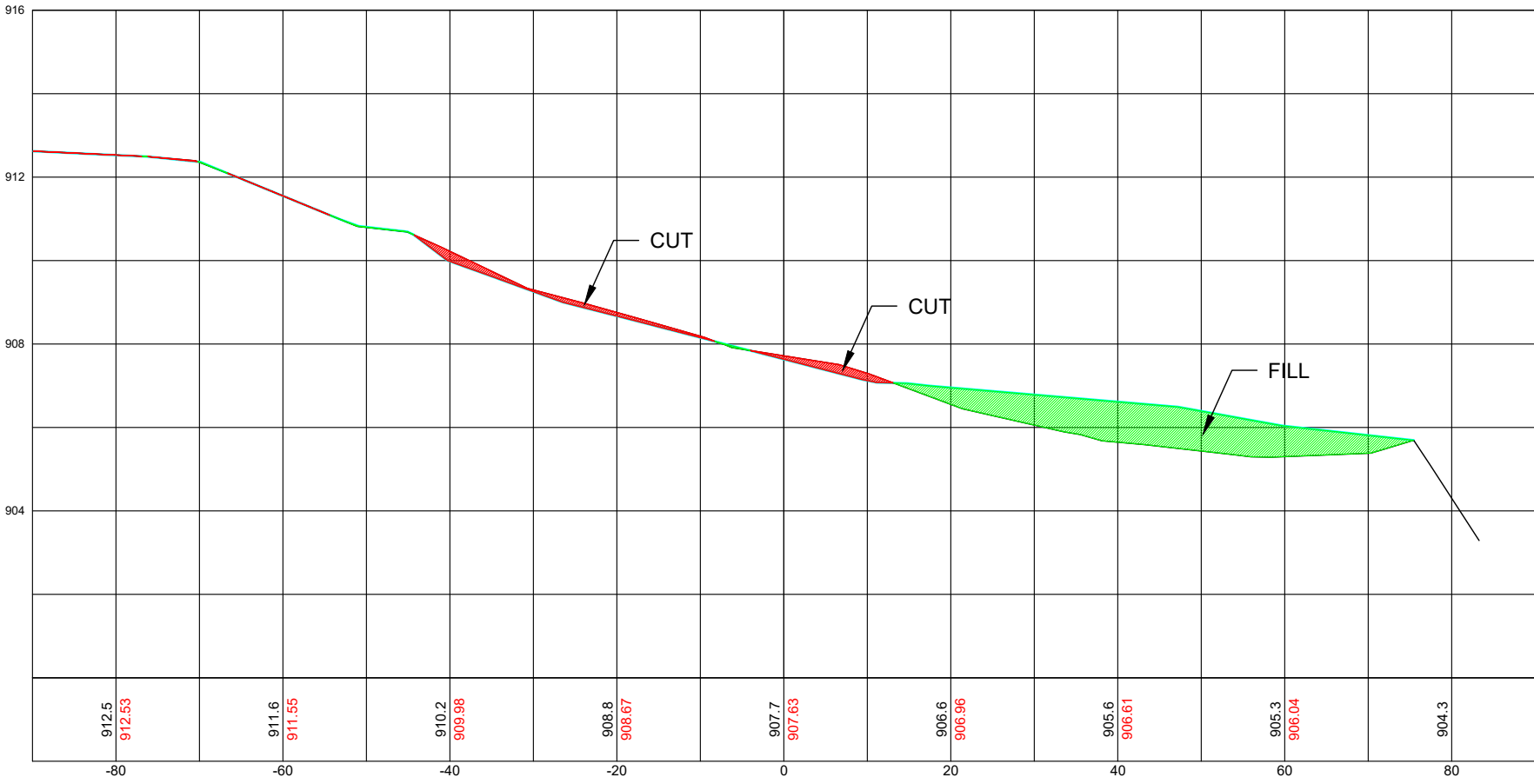
No.	Revisions	By	App.	Date	

SCALE
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1" = 4' VERT

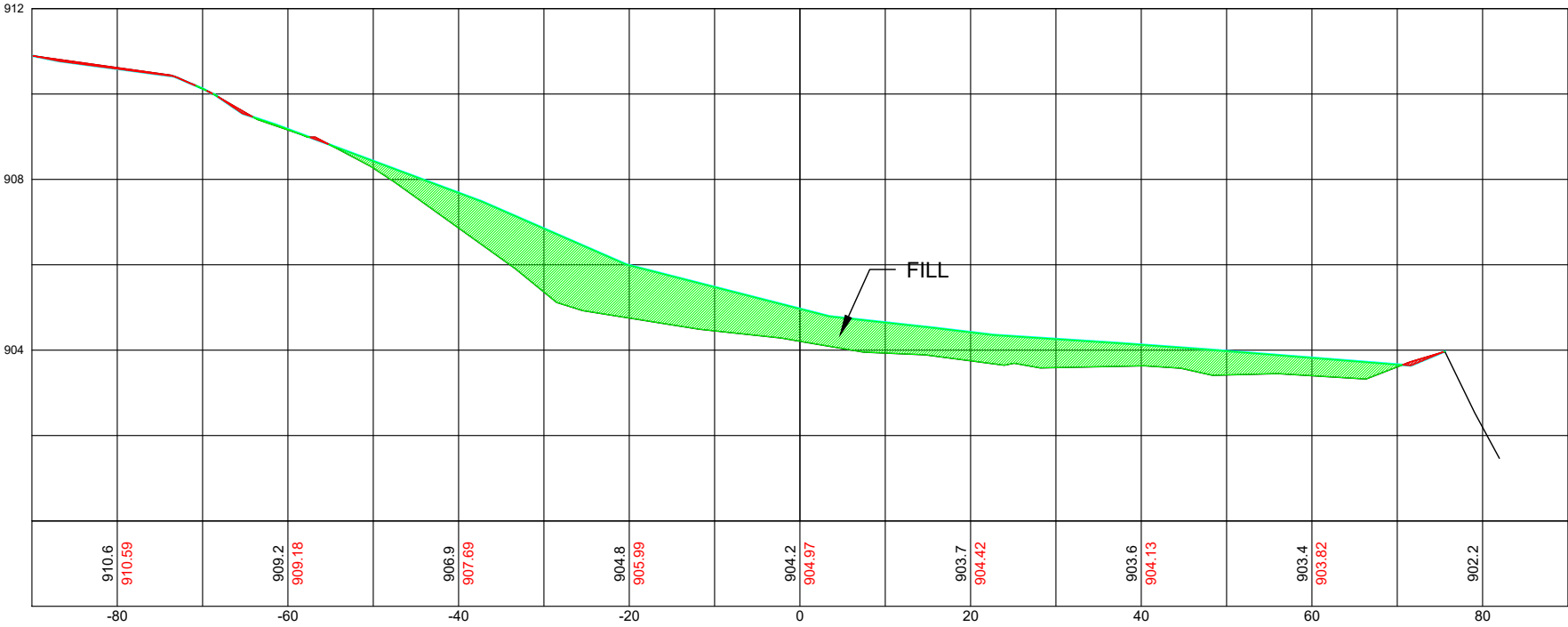
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1+42.34



0+96.34



CROSS SECTIONS

ELK'S PARK GRADING AND ADA ACCESSIBILITY
MARSHALLTOWN, IOWA

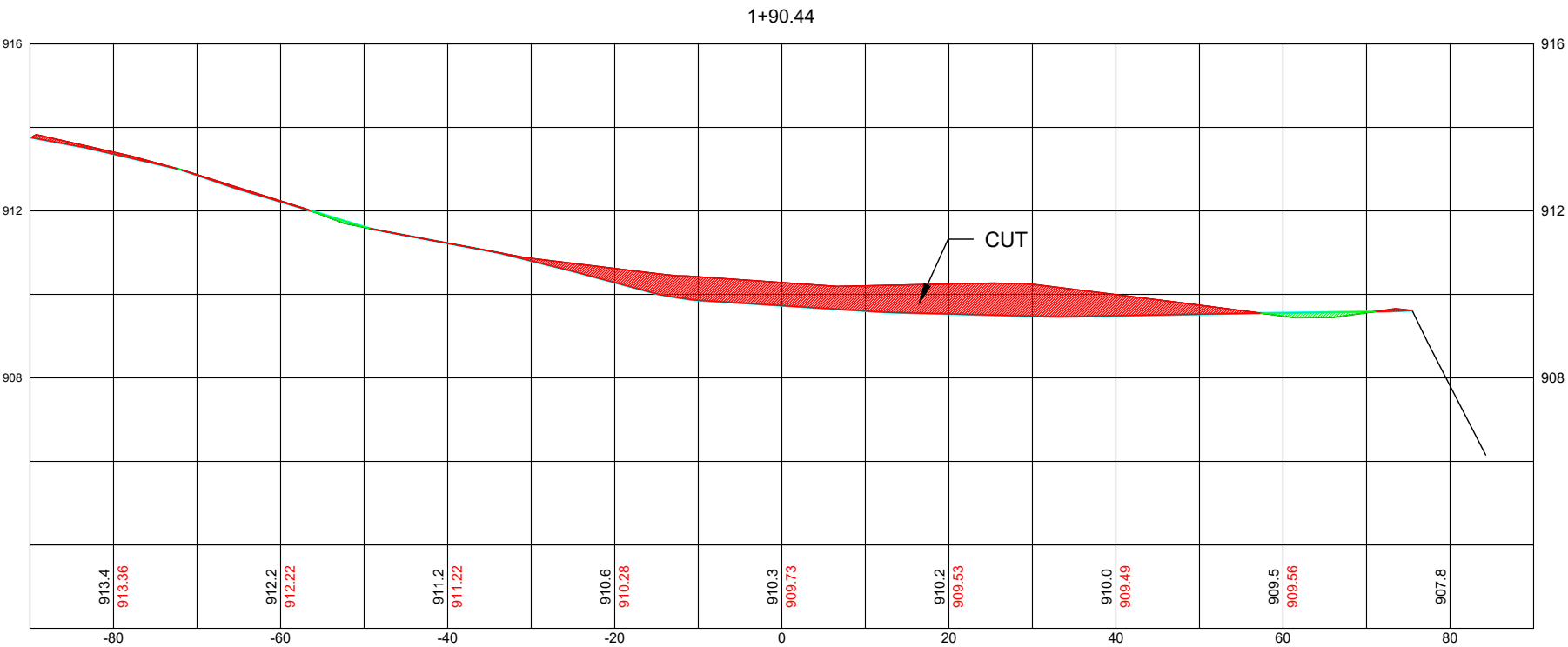
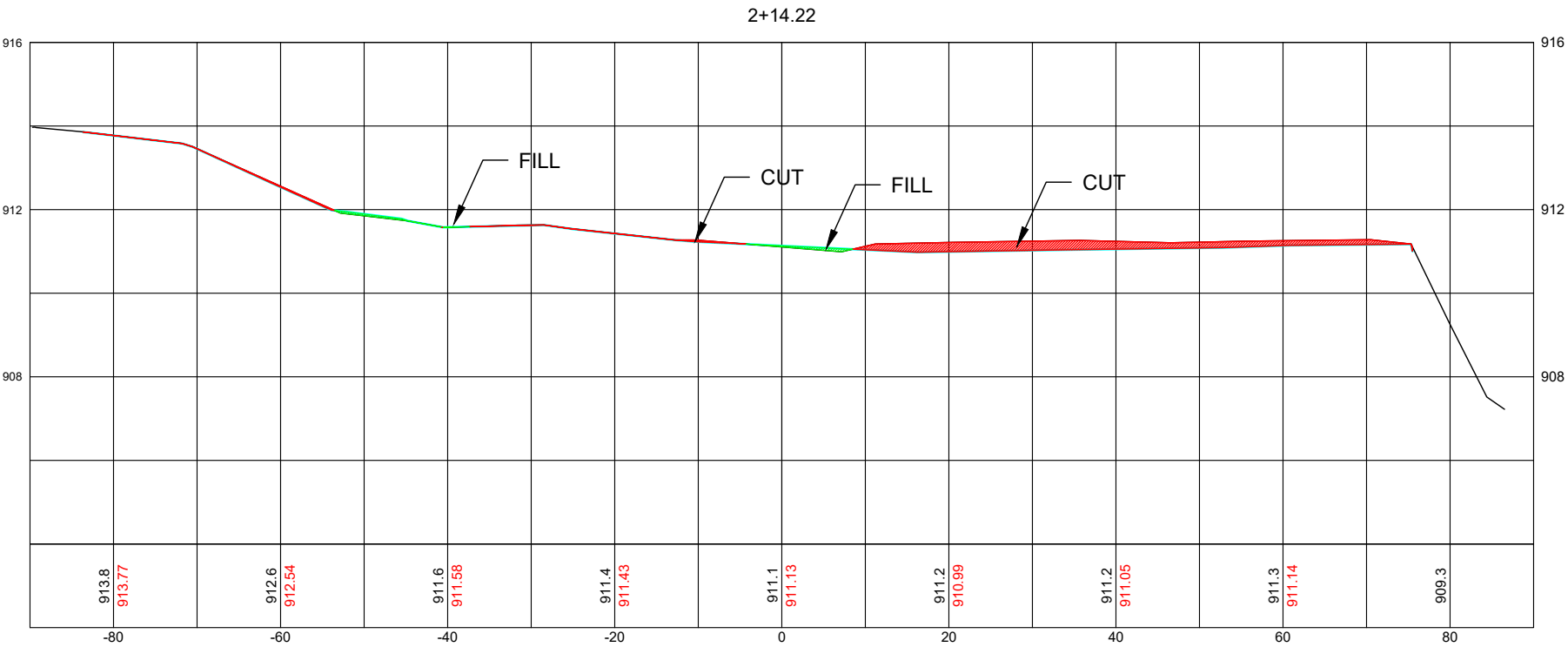
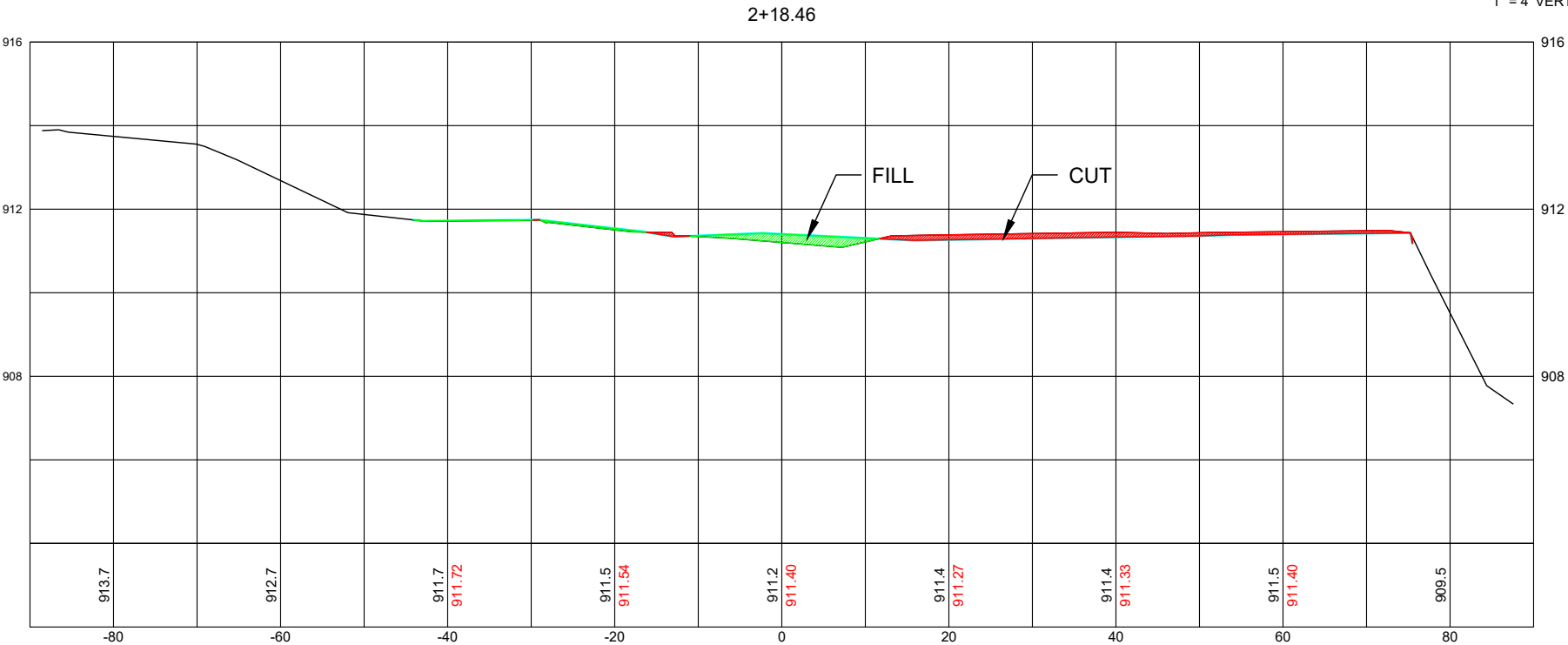
Drawn By: JCK
Chk' By: JCK
Proj. No: PRK21-002
Dwg. No: ELKS PARK
VP. No: X-SECT 4
Date: 5/18/22



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





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</i>) (<i>corporate seal</i>)
By: _____ (<i>Signature</i>)	By: _____ (<i>Signature</i>)(<i>Attach Power of Attorney</i>)
Name: _____ (<i>Printed or typed</i>)	Name: _____ (<i>Printed or typed</i>)
Title: _____	Title: _____
Attest: _____ (<i>Signature</i>)	Attest: _____ (<i>Signature</i>)
Name: _____ (<i>Printed or typed</i>)	Name: _____ (<i>Printed or typed</i>)
Title: _____	Title: _____
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.	

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

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

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

PAYMENT BOND

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: _____	By: _____
<i>(Signature)</i>	<i>(Signature)(Attach Power of Attorney)</i>
Name: _____	Name: _____
<i>(Printed or typed)</i>	<i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____	Attest: _____
<i>(Signature)</i>	<i>(Signature)</i>
Name: _____	Name: _____
<i>(Printed or typed)</i>	<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
(Full formal name of Contractor)	(Full formal name of Surety) (corporate seal)
By: _____	By: _____
(Signature)	(Signature) (Attach Power of
Name: _____	Name _____
(Printed or typed)	(Printed or typed)
Title: _____	Title: _____
Attest: _____	Attest: _____
(Signature)	(Signature)
Name: _____	Name _____
(Printed or typed)	(Printed or typed)
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

Black
Lettering

Pantone 7540
(CMYK: 0/0/0/72)

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.

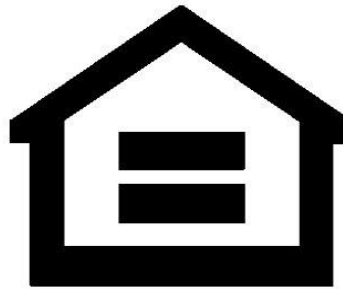
Los empleadores deben:

- 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.



1-800-321-OSHA (6742) • TTY 1-877-889-5627 • www.osha.gov



**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

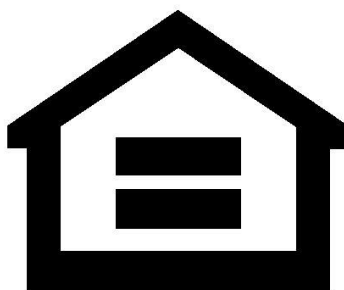
**Anyone who feels he or she has been
discriminated against may file a complaint of
housing discrimination:**

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: ~~(DELETE) Install according to Section 5010.~~
 - 1. (ADD) The Contractor shall install restraining devices in accordance with the manufacturer's recommendations.
 - 2. (ADD) Restraining devices shall be installed on all mechanical joint fittings.
 - 3. (ADD) Joint restraining devices shall be installed on all joints within 30 feet of all fittings.
- B. Tracer Wire: (ADD) See 3.14 Below.
 - 1. Required for all force main installations and sanitary sewer services that extend from the main to the property line. ~~(DELETE) Comply with Section 5010.~~
 - 2. ~~(DELETE) Install tracer wire station at each end of the force main and at additional locations specified in the contract documents.~~

3. (DELETE) Bury end of tracer wire station 2 feet and compact.

3.06 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): _____

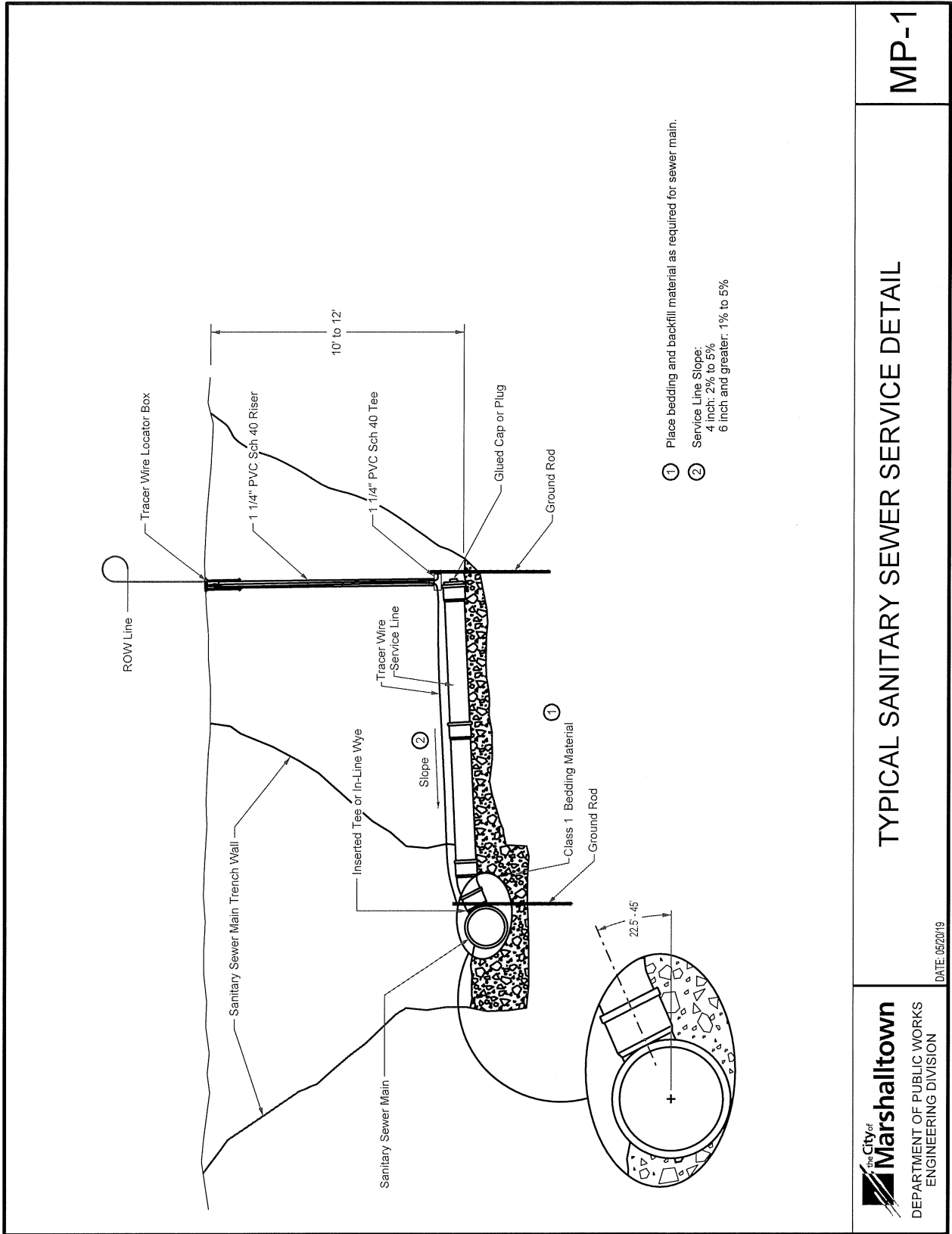
Depth at Main (feet): _____ Depth at Property Line (feet): _____

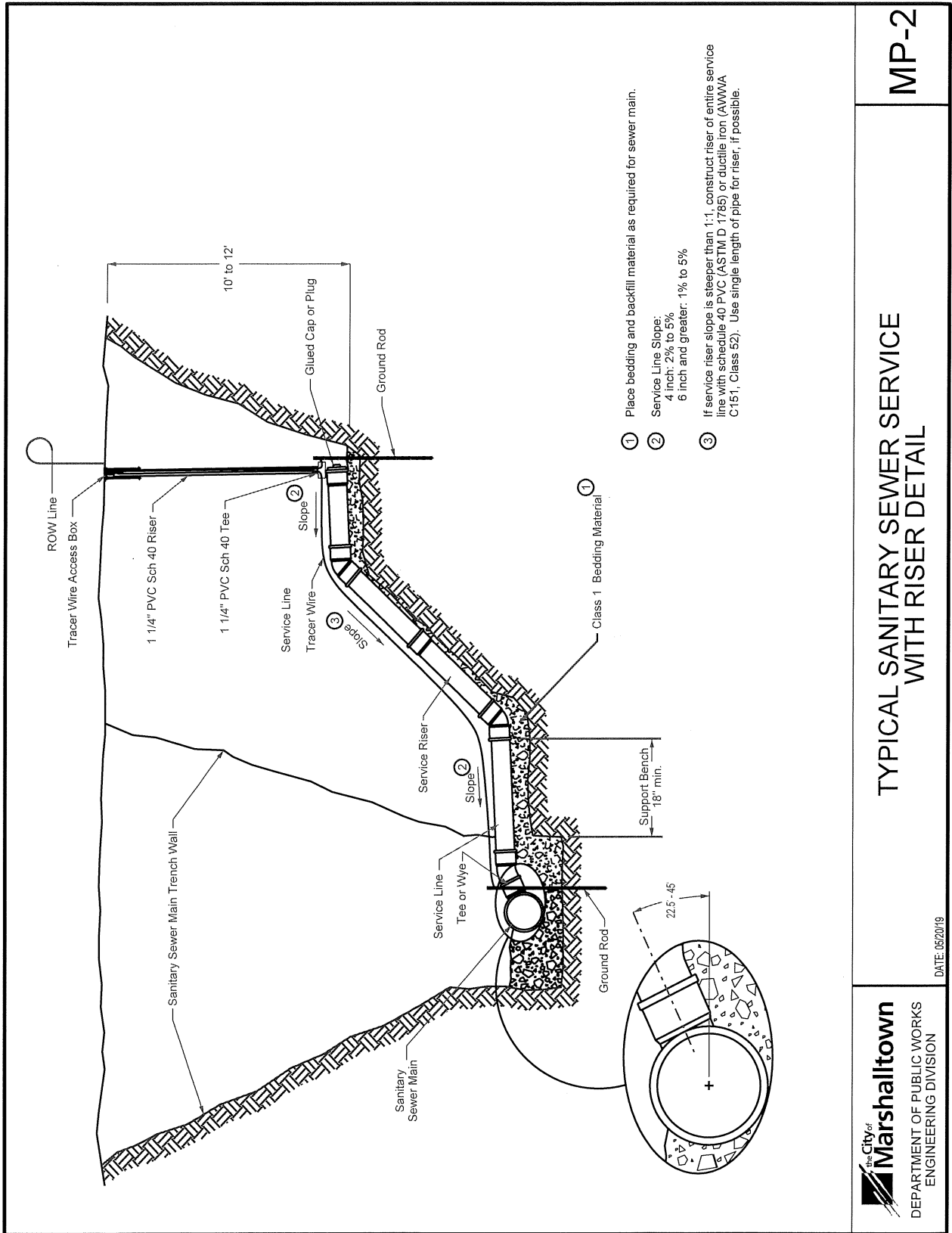
Depth at service end (feet): _____ (NA) if no service

Indicate North:	
○	○
Upstream	Downstream
MH# _____	MH# _____
Station: _____	Station: _____
Wye Station: _____	
Service end Station: _____	
Service Offset Direction/Distance (feet): _____	

Inspector: _____

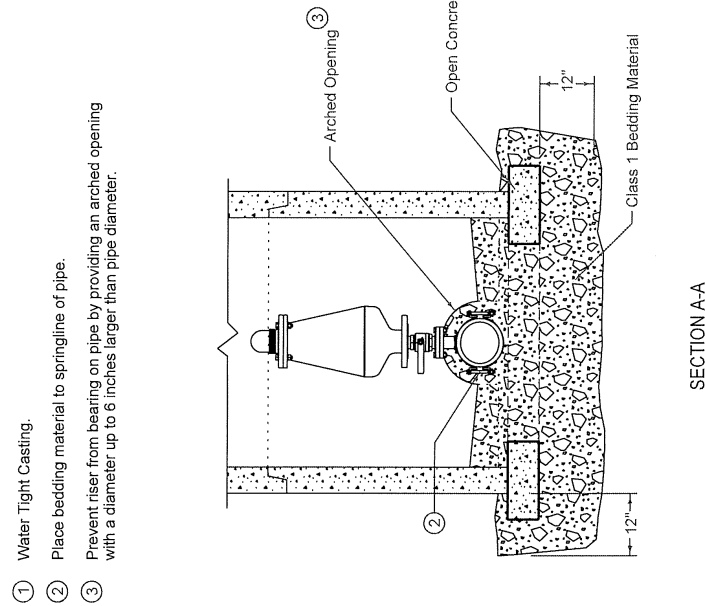
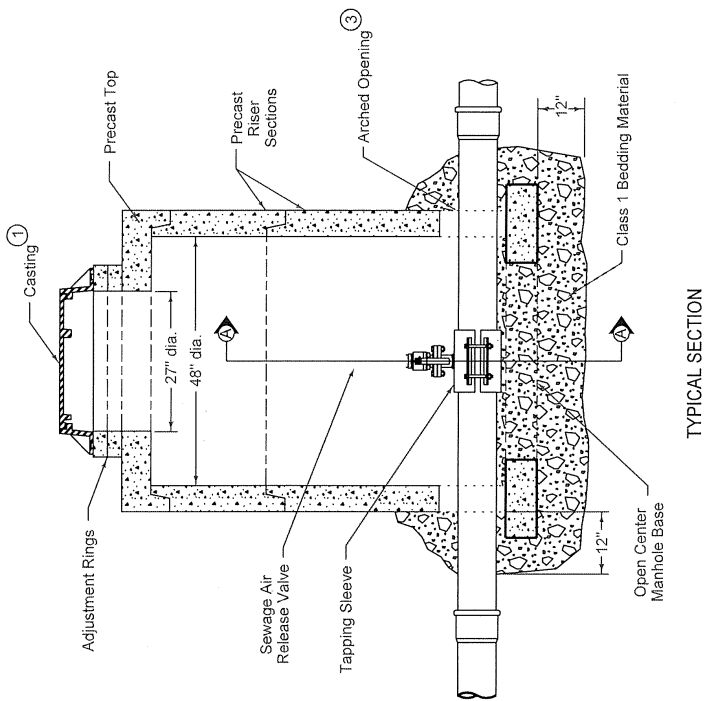
Department of Public Works
Engineering Division





MP-2

TYPICAL SANITARY SEWER SERVICE WITH RISER DETAIL



- 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.

-
- Diagram illustrating the installation of a Tracer Wire Access Box and associated components for a sewer line.
- Key components and labels:
- Tracer Wire Access Box**: The top access point for the tracer wire.
 - Casting**: The top section of the access box.
 - Cap**: The top cover of the access box.
 - 2" min.**: Minimum clearance dimension for the tracer wire.
 - 1 1/4" PVC Sch. 40 Pipe**: The main vertical riser pipe.
 - 4" or 6" PVC Riser (3)**: A riser section matching the service lateral size.
 - Match Service Lateral Size**: Instruction for the riser section.
 - 1 1/4" PVC Sch. 40 Tee**: The tee fitting connecting the riser to the lateral.
 - 45° Bend**: The bend fitting connecting the riser to the lateral.
 - Wye**: The wye fitting connecting the riser to the lateral.
 - Tracer Wire**: The wire used for tracing the sewer line.
 - Sewer Service Lateral**: The main sewer line.
 - Plug**: The bottom plug of the access box.
 - Ground Rod**: A rod driven into the ground for grounding.
 - CLEANOUT**: The bottom access point for the sewer line.
 - Provide 2' of slack in wire**: Instruction for the wire slack.

MP-4

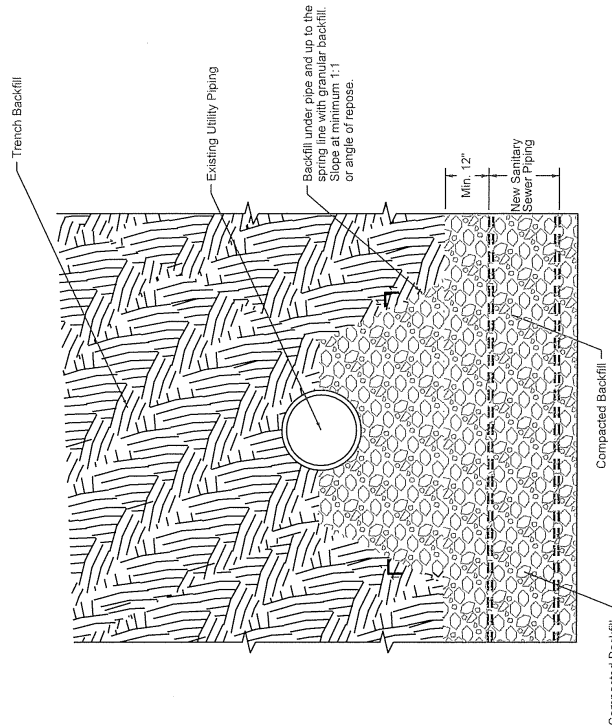
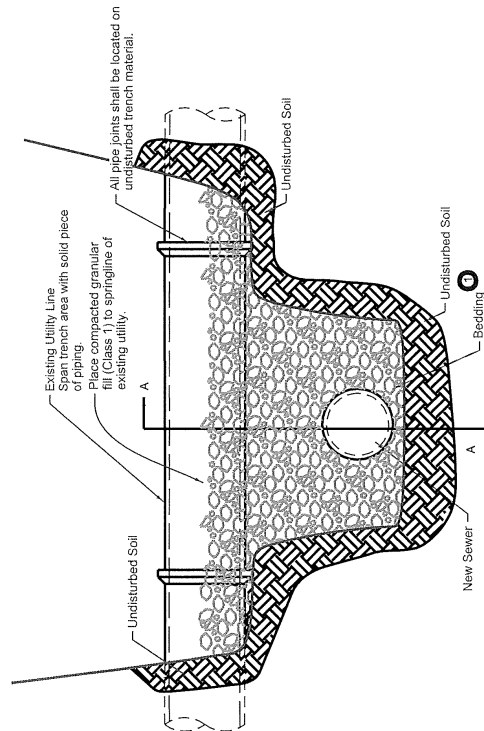


DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

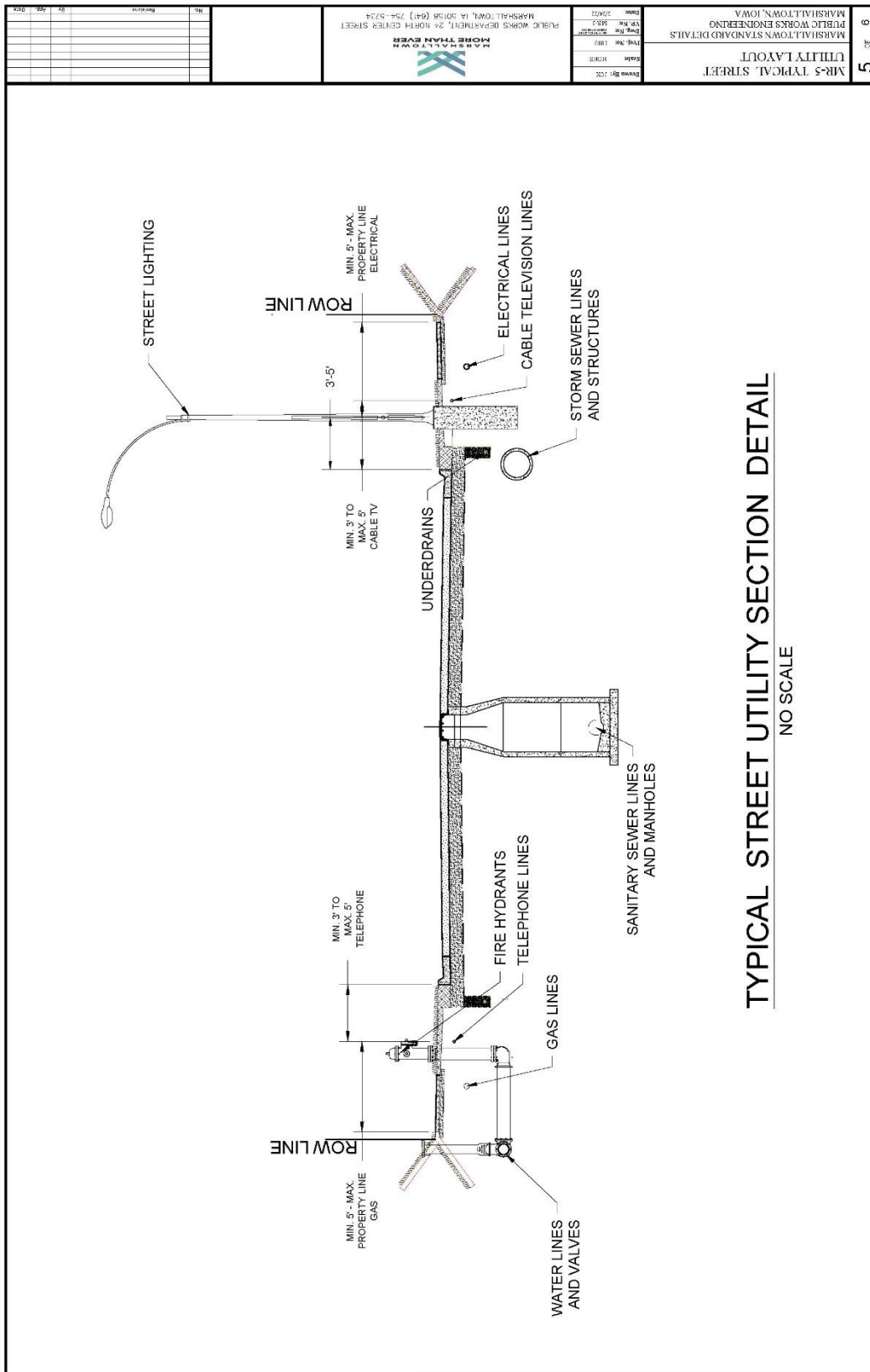
The Contractor may, at their option, use flowable mortar to support the existing utility line (sewer lines, water lines, gas lines, etc.) in place of the compacted backfill. Flowable fill will be placed in same configuration as granular backfill or as directed by the Engineer.

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.



SECTION A-A



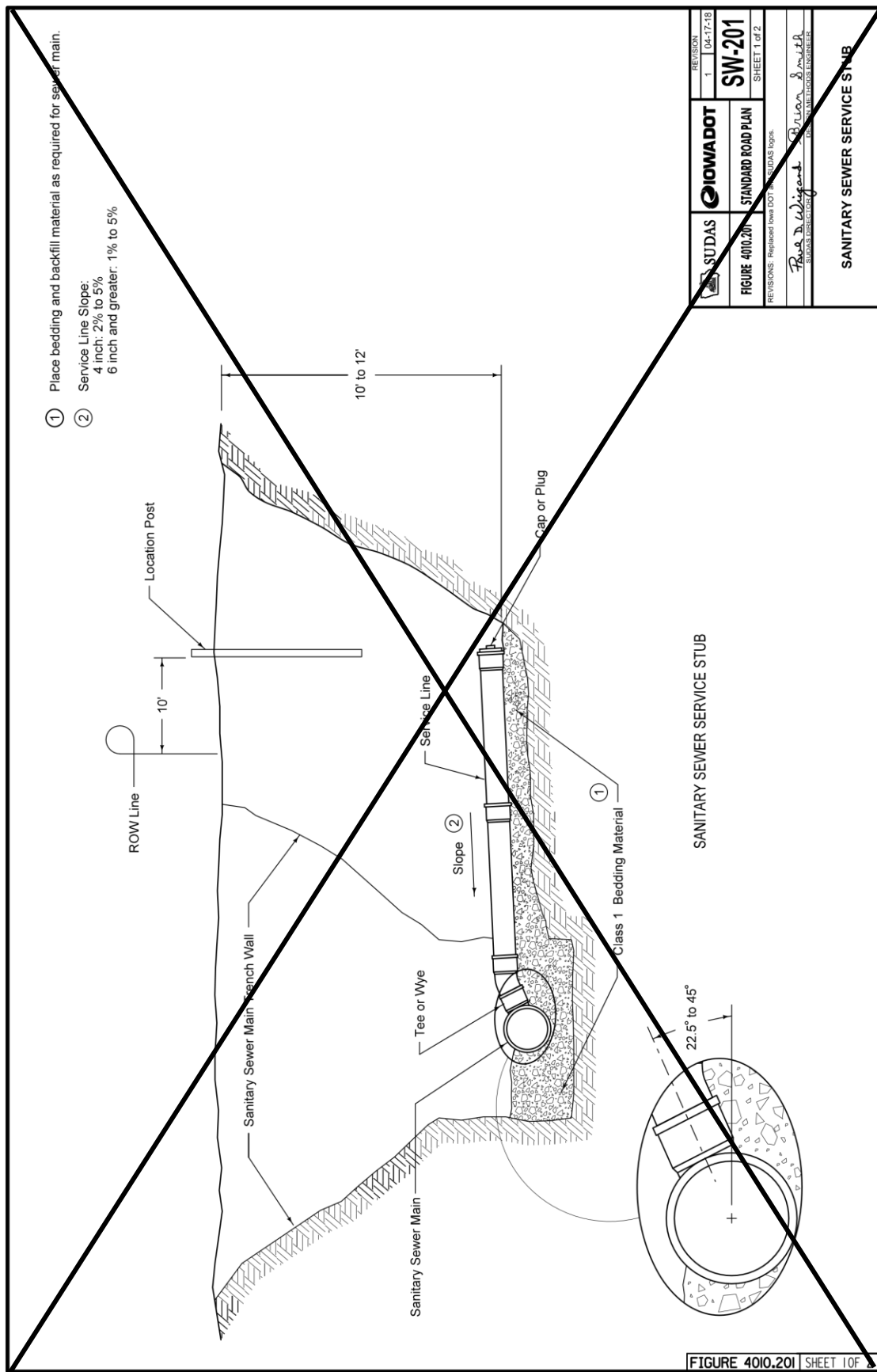
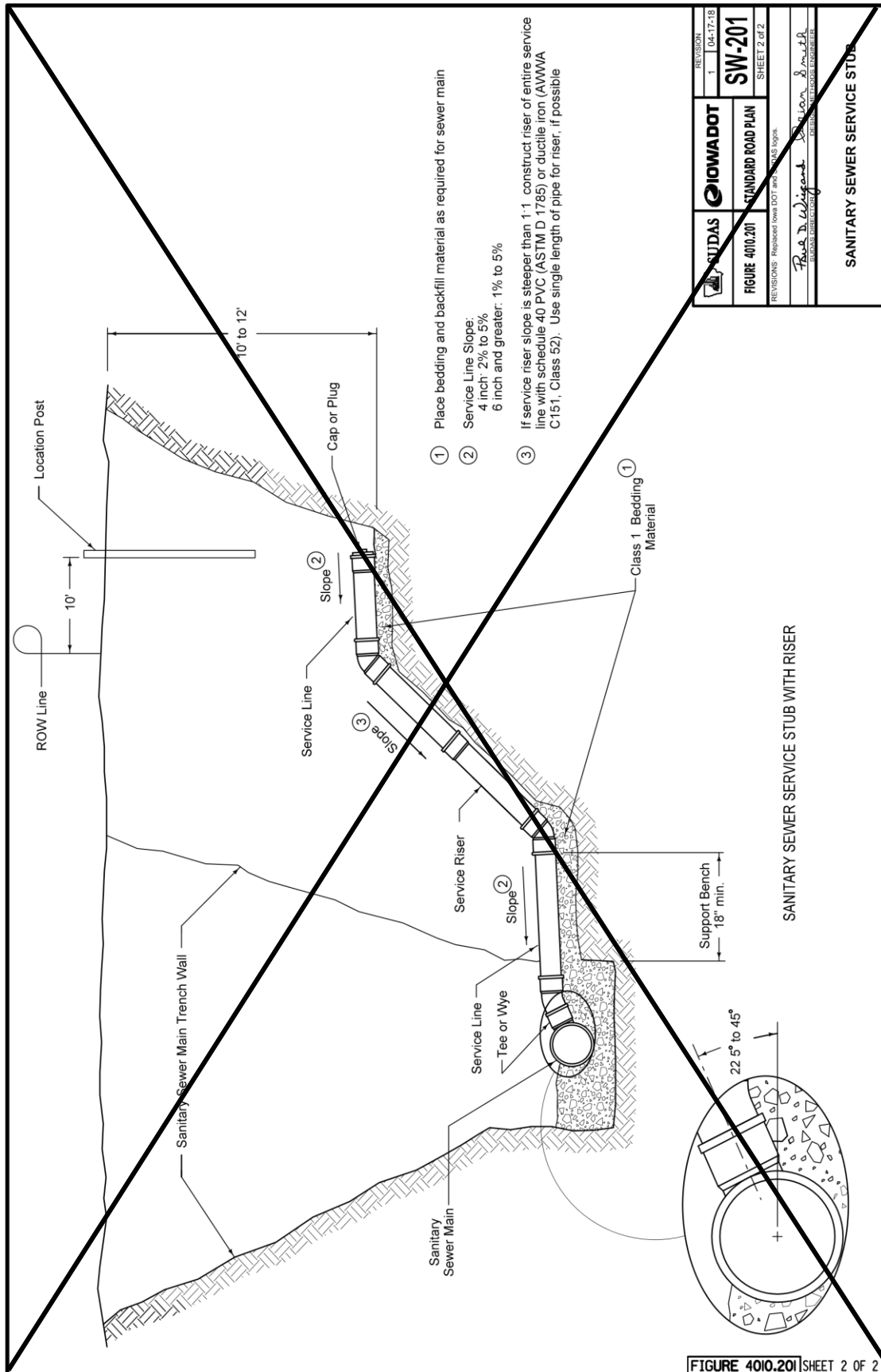
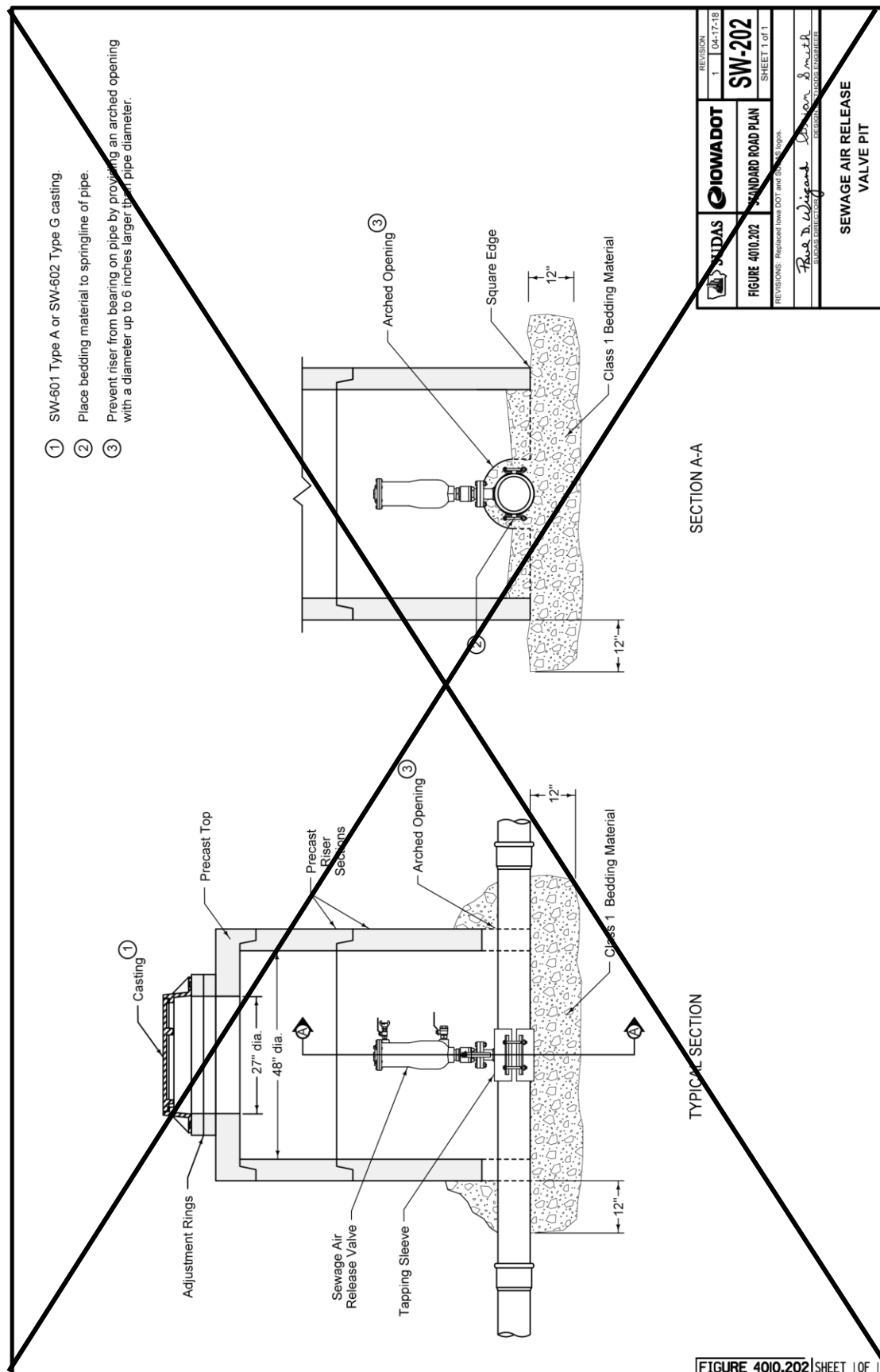


FIGURE 4010.201 SHEET 1 OF 2

 SUDAS		REVISION	1	04-17-18
		SW-201		
FIGURE 4010.201		STANDARD ROAD PLAN		
REVISIONS: Replaced Iowa DOT & SUDAS logos.		SHEET 1 of 2		
Rae D. Wiegand		R. Allen Smith		
PROJECT MANAGER		DESIGNER		
SANITARY SEWER SERVICE STUB				



REVISION	1	04-17-18
FIGURE 4010.201	STANDARD ROAD PLAN	SW-201
REVISIONS: Registered Iowa DOT and IAS logos		SHEET 2 of 2
Prepared by: <i>Bob D. Wiegand</i>	Checked by: <i>Shelley Smith</i>	
Drawn by: <i>Shelley Smith</i>	Reviewed by: <i>Shelley Smith</i>	
SANITARY SEWER SERVICE STUB		



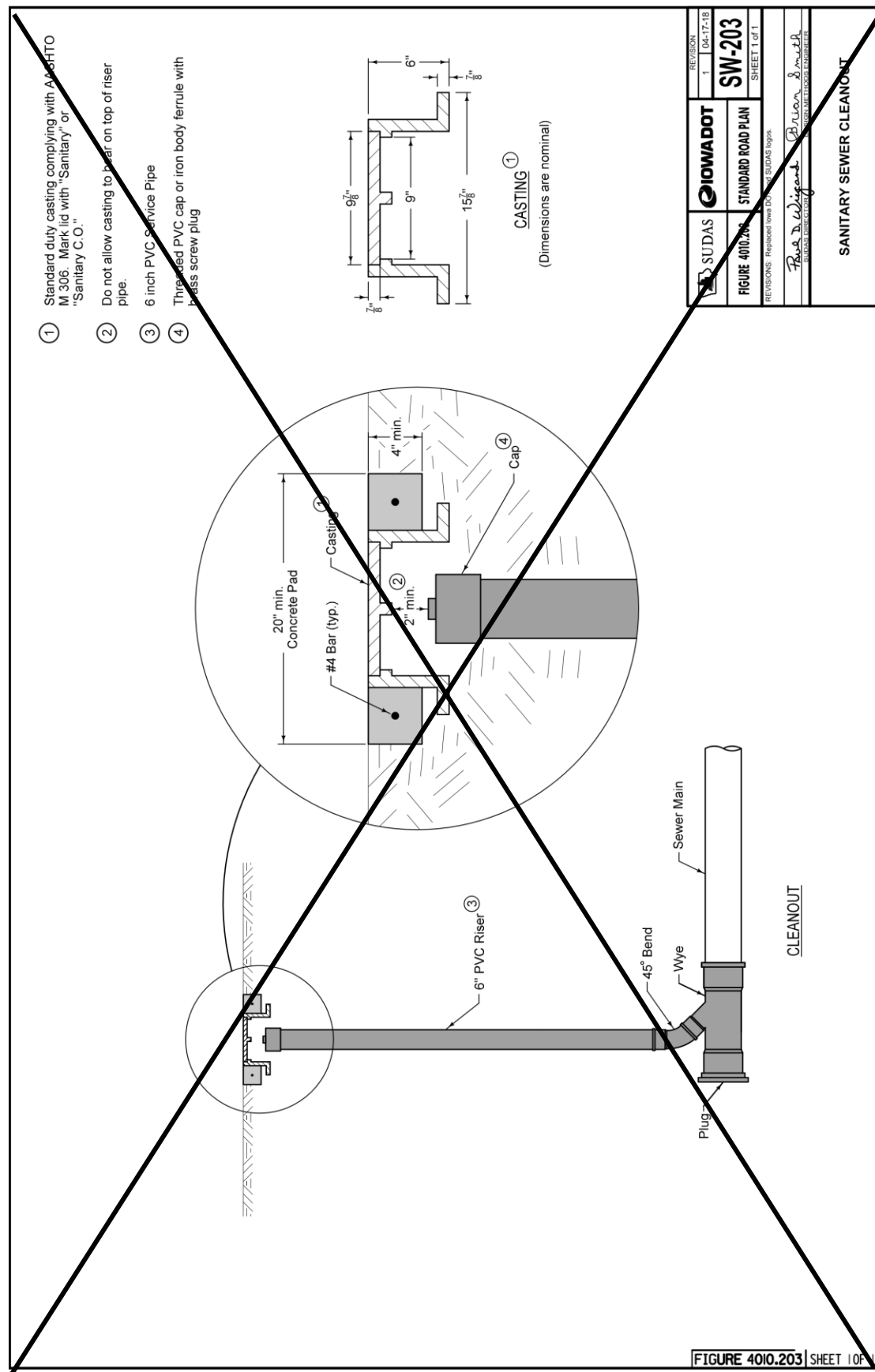


FIGURE 4010.203 SHEET 1 OF 1

REVISION	1	04-17-18
IOWA DOT	SW-203	SHEET 1 of 1
SUDAS	FIGURE 4010.203	STANDARD ROAD PLAN
REVISIONS: Replaced Iowa DOT SW-203 with SUDAS logo.		
<i>Rose D. Wigand</i> SUDAS PROJECT ENGINEER		
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.

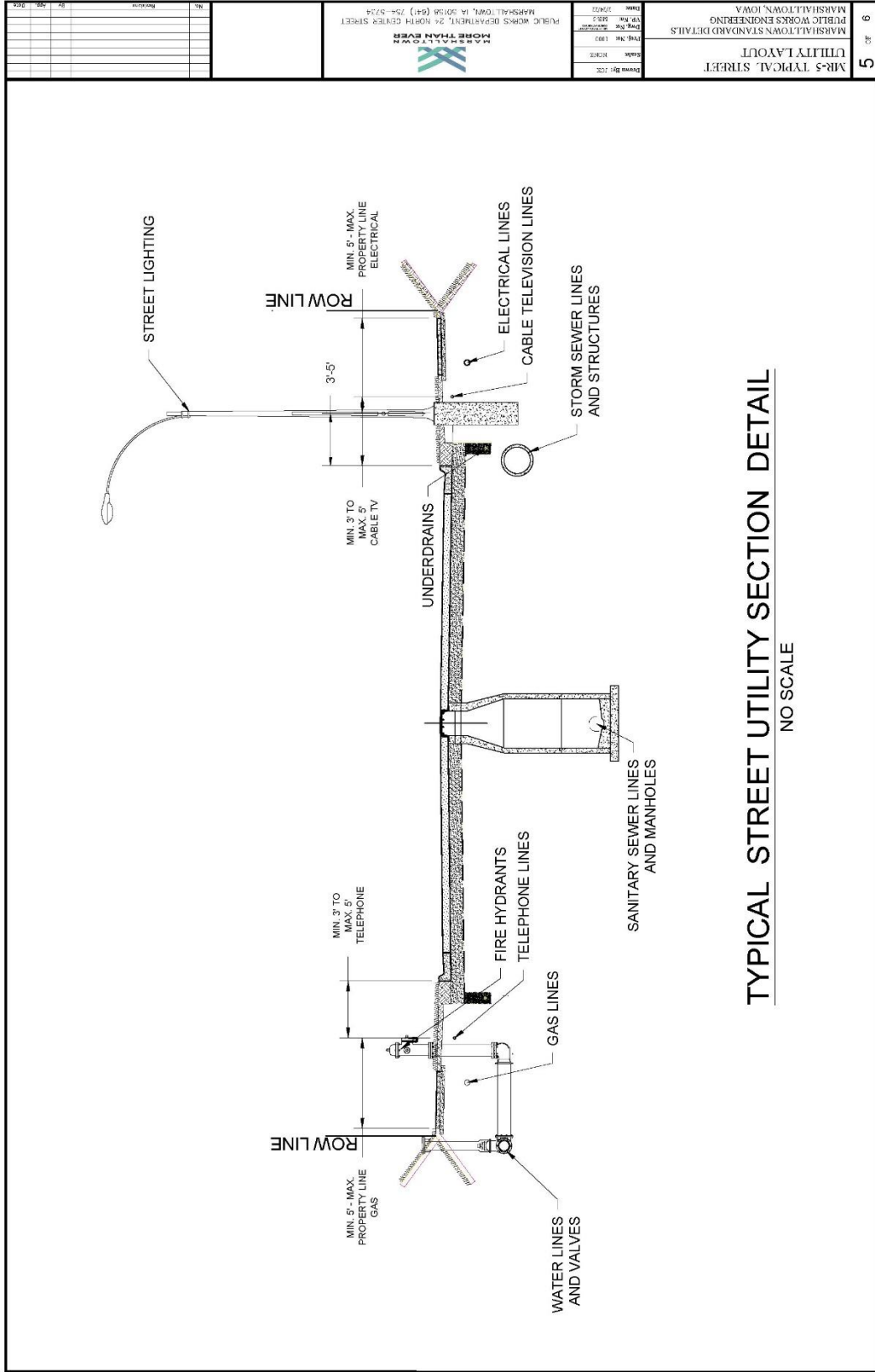
B. Separation of Sewer Force Mains from Water Mains: Separate storm sewer force mains and water mains by a horizontal distance of at least 10 feet unless:

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.

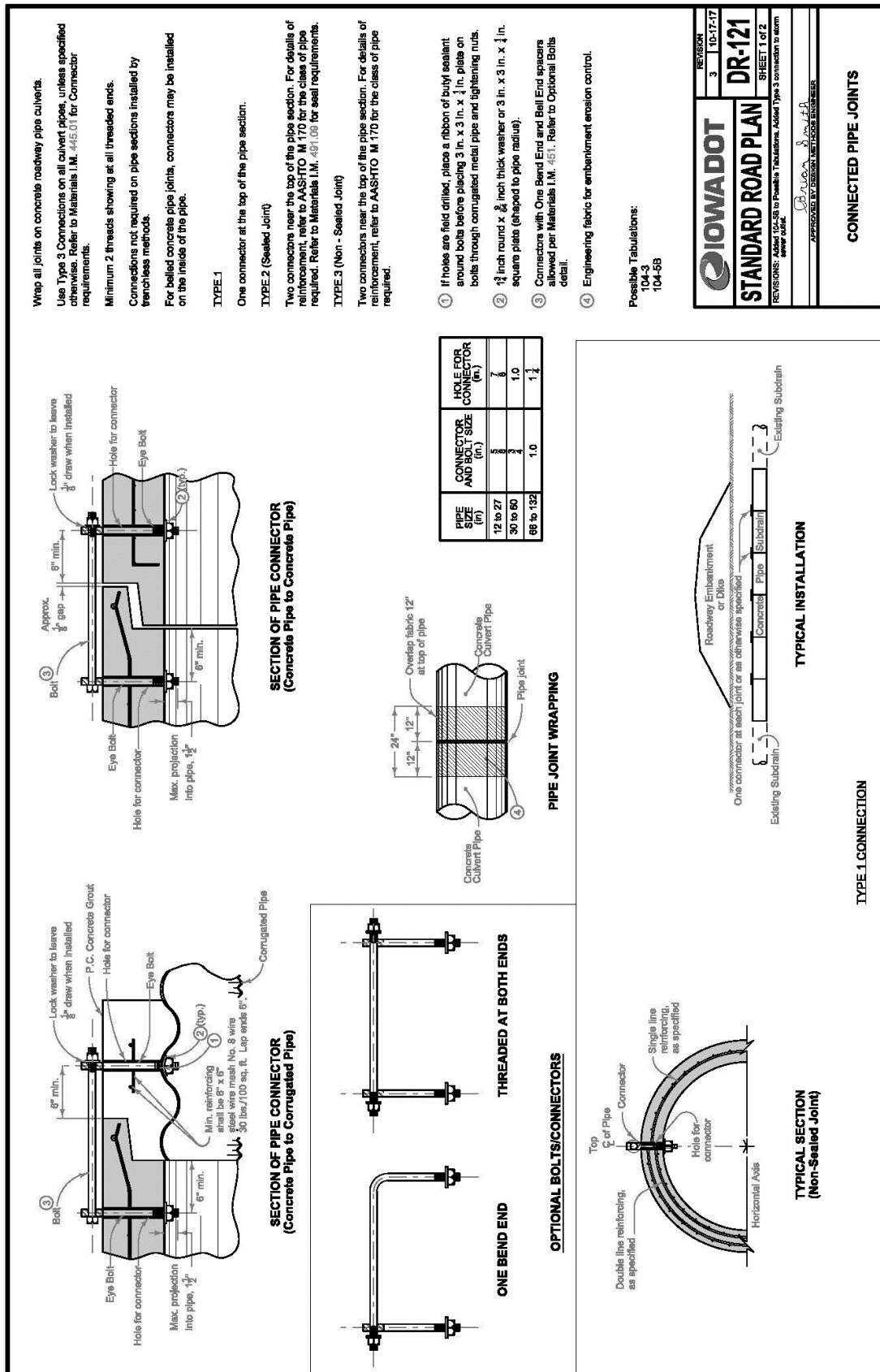
9. (ADD) Use of this pipe material requires specific approval by the Engineer.

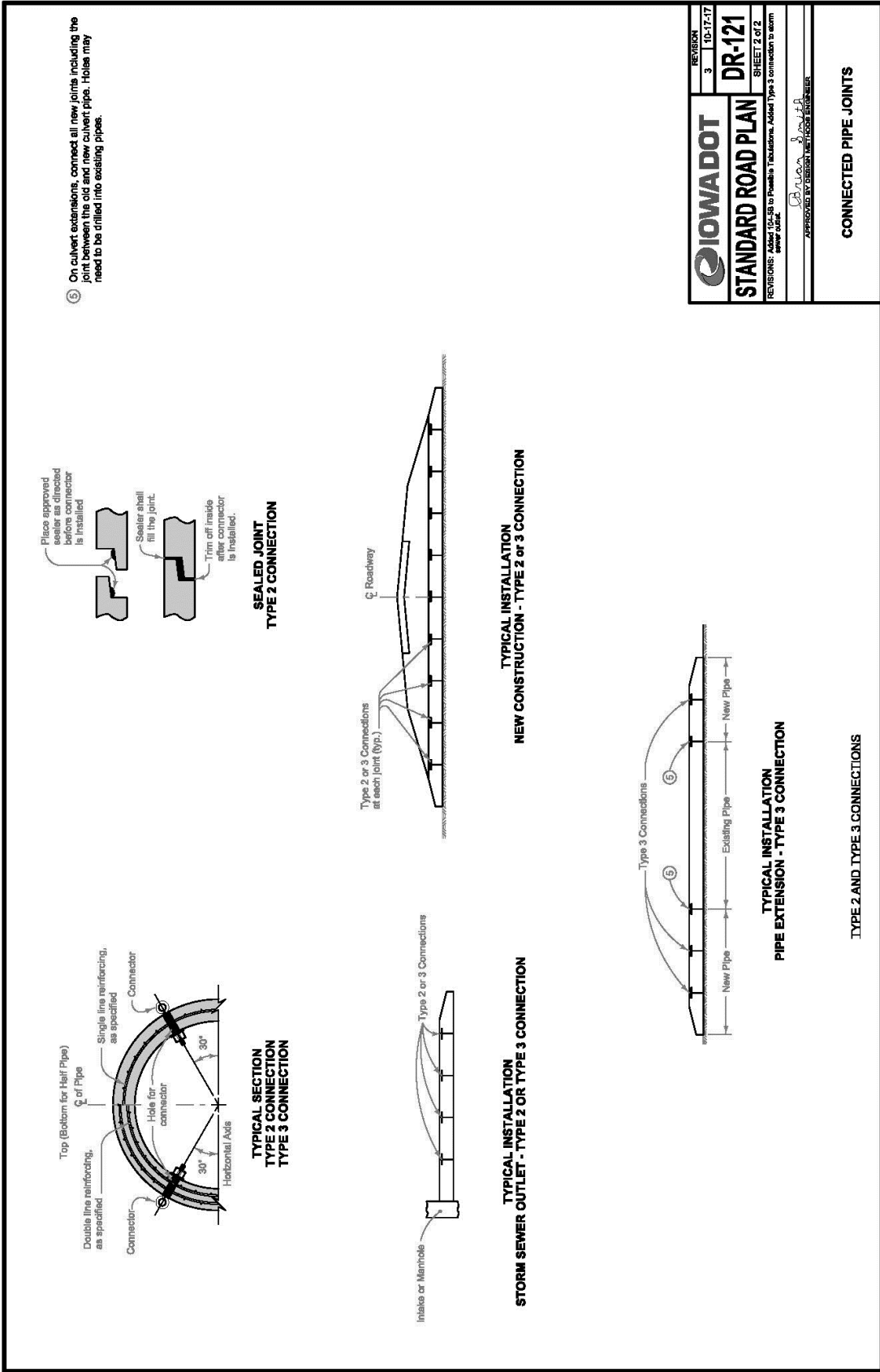
PART 3 - EXECUTION

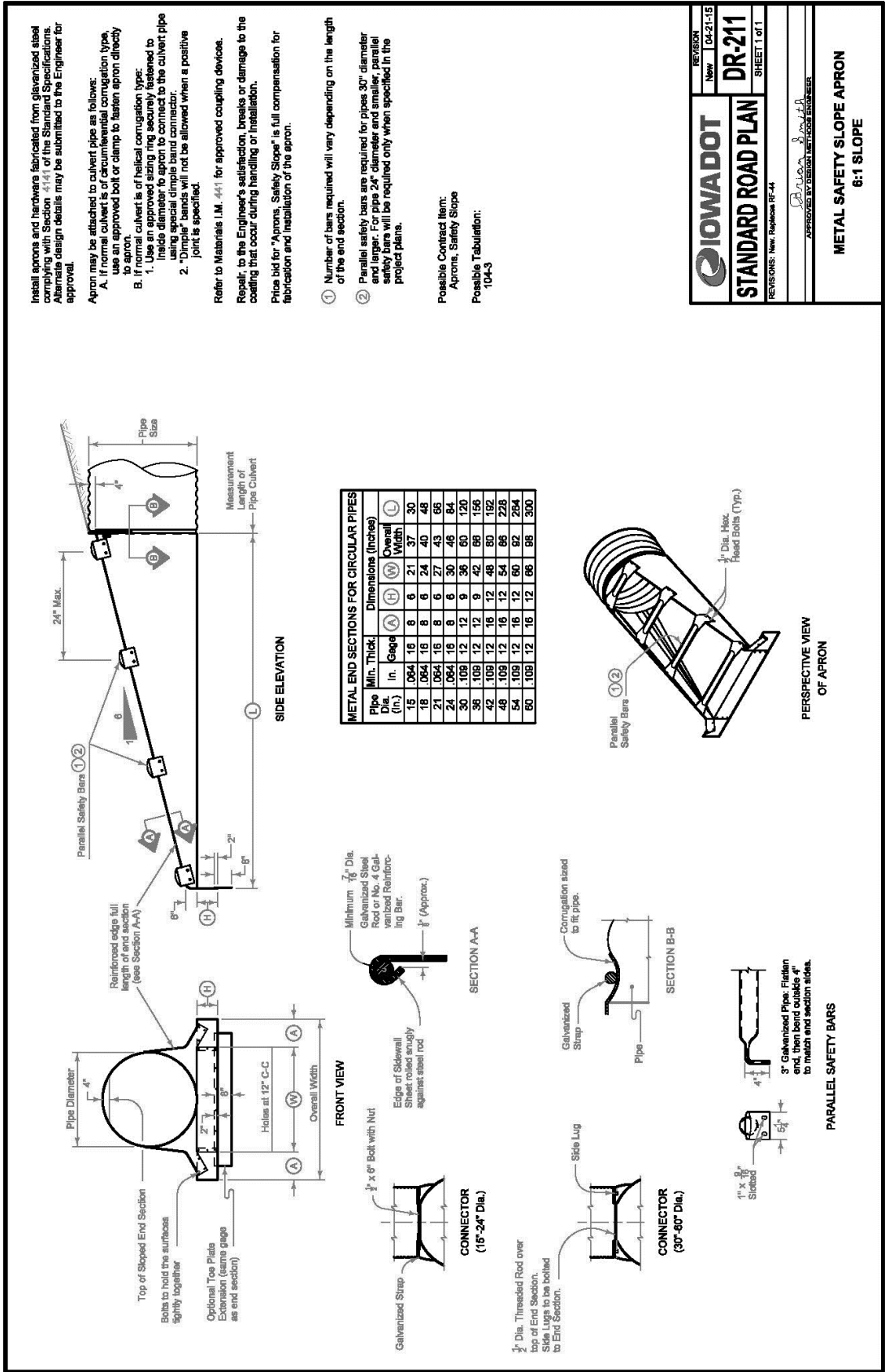
3.04 (ADD) IOWA DOT STANDARD ROAD PLANS

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

REVISIONS: New, R04-21-15

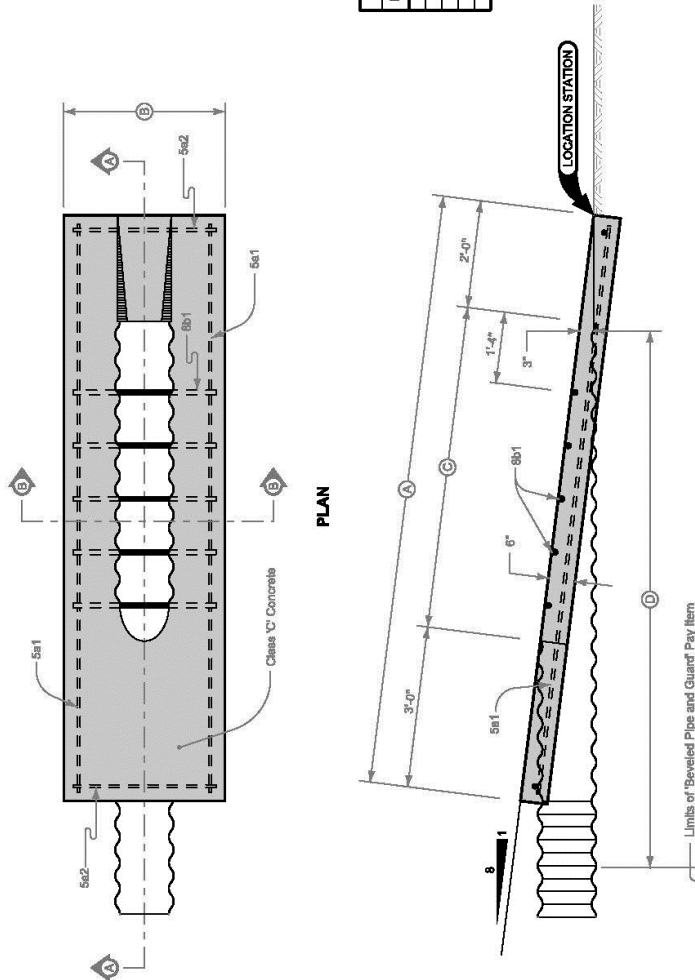
SHEET 1 of 1

APPROVED BY DESIGN TECHNICIAN ENGINEER

Brian Smith

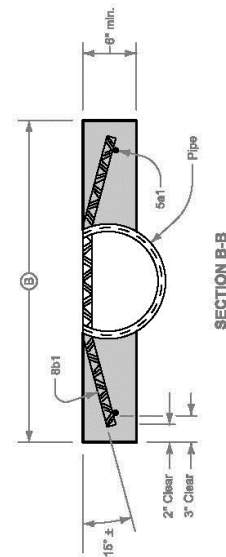
BEVELED PIPE AND GUARD

PIPE SIZE	(A)	(B)	(C)	(D)
12"	11'-0"	3'-0"	8'-0"	10'-0"
15"	13'-2"	3'-2"	8'-2"	12'-0"
18"	15'-4"	3'-4"	10'-4"	14'-0"
21"	17'-6"	3'-6"	12'-6"	16'-0"
24"	19'-8"	4'-0"	14'-8"	18'-0"



REINFORCING BAR LIST					TOTAL	
PIPE SIZE	BAR	LOCATION	SHAPE	COUNT	LENGTH	WEIGHT
12"	5s1	Base	—	2	10'-0"	22.3
	5s2	Base	—	2	2'-0"	5.8
	8s1	Base	—	5	2'-0"	37.9
	5s1	Base	—	2	12'-10"	26.8
15"	5s2	Base	—	2	2'-11"	6.2
	8s1	Base	—	7	2'-11"	57.7
	5s1	Base	—	2	15'-0"	30.0
	5s2	Base	—	2	3'-0"	6.7
18"	8s1	Base	—	9	3'-4"	80.1
	5s1	Base	—	2	17'-2"	34.4
	5s2	Base	—	2	3'-0"	6.9
	8s1	Base	—	11	3'-7"	106.5
21"	5s1	Base	—	2	19'-4"	38.7
	5s2	Base	—	2	3'-0"	7.4
	8s1	Base	—	13	3'-10"	133.2
	5s1	Base	—	2	3'-0"	6.9

SECTION A-A



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

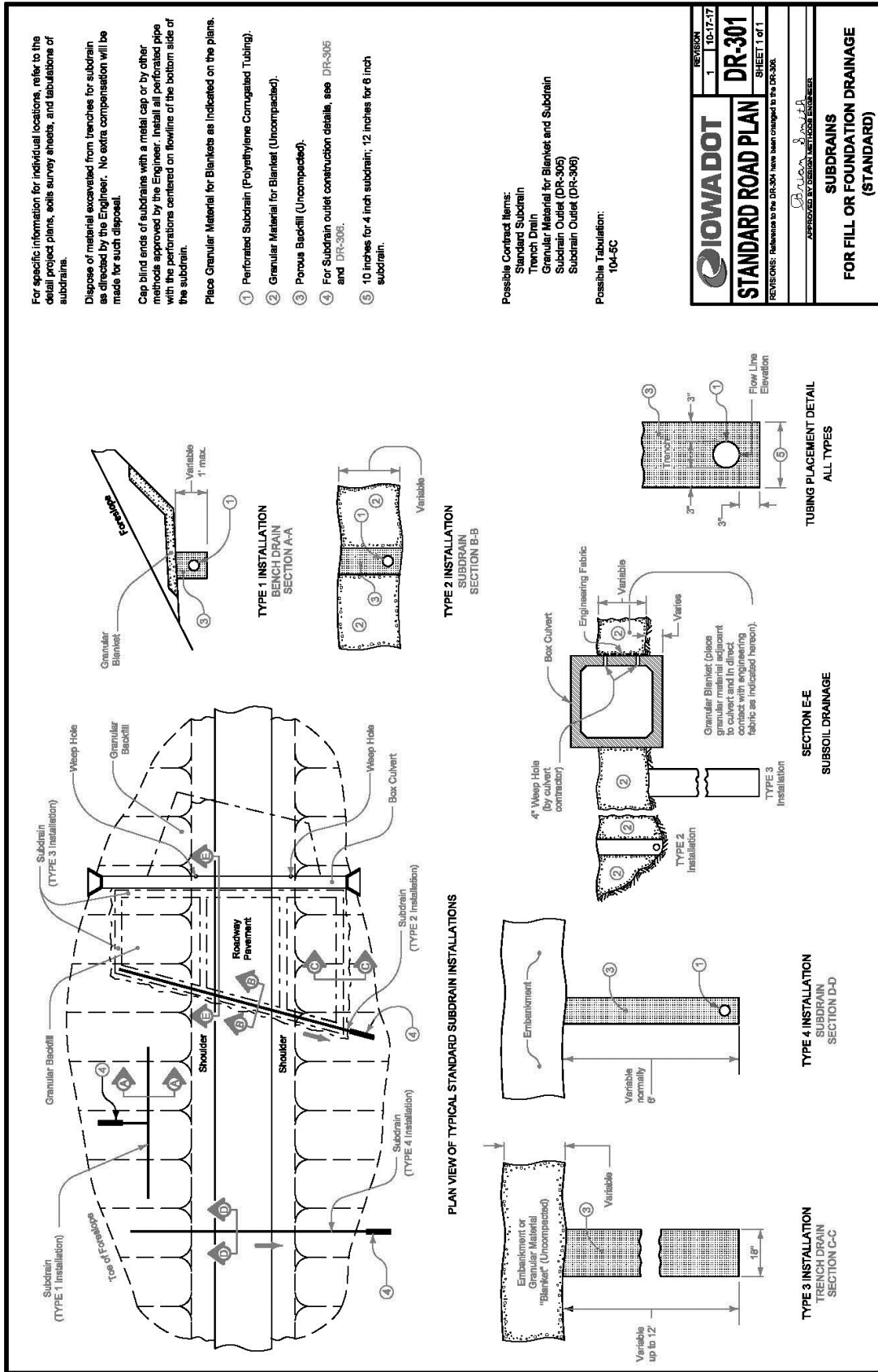
3.01 SUBDRAINS

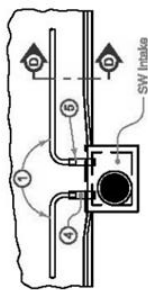
- A. Install Type 1 or Type 2 subdrain where specified in the contract documents. Comply with Figure 4040.231 (ADD), DR-301, and DR-303.
- C. Provide outlets where specified in the contract documents.
 - 3. (ADD) Comply with 4040.233 and DR-306 for outlets to grade.

3.04 (ADD) IOWA DOT STANDARD ROAD PLANS

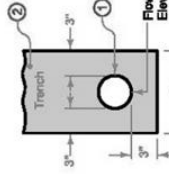
A. Add the following details:

- 1. DR-301 Subdrains for Fill or Foundation Drainage (Standard)
- 2. DR-303 Subdrains (Longitudinal)
- 3. DR-306 Precast Concrete Headwall for Subdrain Outlets.

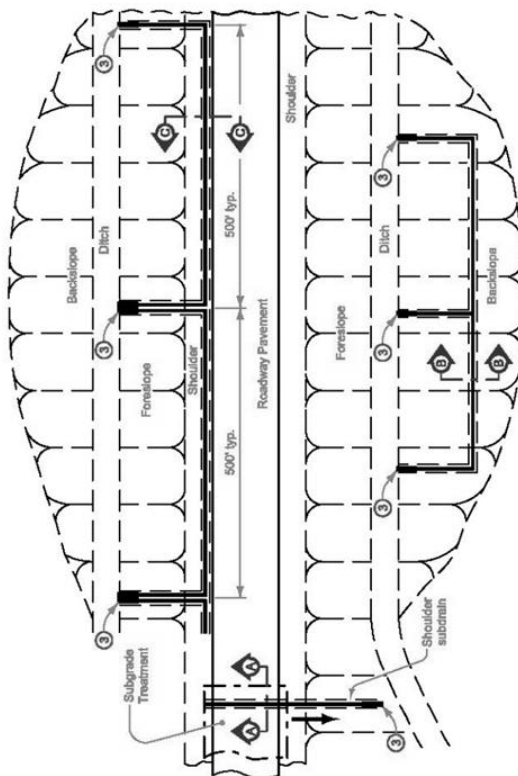




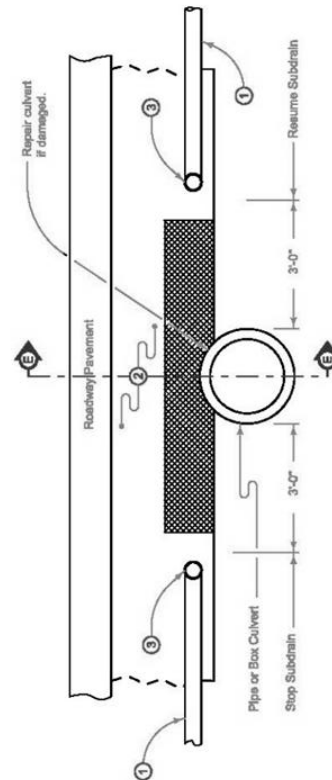
INTAKE OUTLET



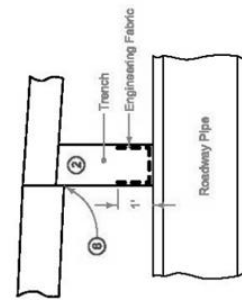
TUBING PLACEMENT
ALL TYPES



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.

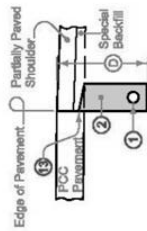
- ⑧ 10 inches for 4 inch subdrain, 12 inches for 6 inch subdrain.

Possible Contract Items:
Subdrain, Longitudinal, (Backslope)
Subdrain, Longitudinal, (Shoulder)
Subdrain Outlet (DR-303)
Subdrain Outlet (DR-306)

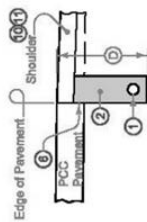
Possible Tabulation:
104-9

IOWA DOT	REVISION
	3 10-17-17
STANDARD ROAD PLAN	DR-303
	SHEET 1 of 2
REVISIONS: Reference to the DR-303 have been changed to the DR-306.	
APPROVED BY DESIGN AND CONSTRUCTION	
<i>Debra J. Smith</i>	
SUBDRAINS (LONGITUDINAL)	

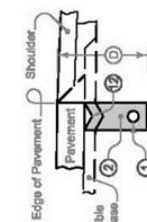
- 1 Perforated Subdrain (Corrugated Polyethylene Tubing).
- 2 Porous Backfill for Subdrain (compacted).
- 3 Place porous backfill in direct contact with a minimum of 2 inches of pavement and continuous to shoulder material as per note 11 or 12.
- 4 Install subdrain as cut proceeds.
- 5 On existing Granular 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.



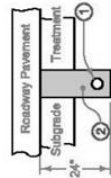
**TYPE 7B INSTALLATION
SECTION C-C**



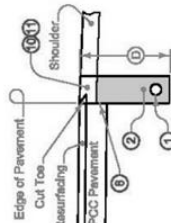
**TYPE 7A INSTALLATION
SECTION C-C**



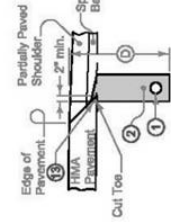
**TYPE 6 INSTALLATION
SECTION C-C
For Drain Placement Prior to
Subbase or Pavement Placement**



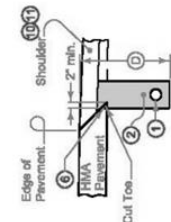
**TYPE 5 INSTALLATION
SECTION A-A
Subgrade Treatment Subdrain**



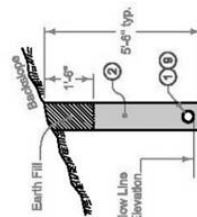
**TYPE 9 INSTALLATION
SECTION C-C
Composite Pavement
with Existing Shoulder**



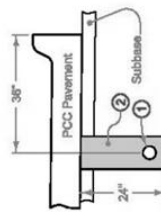
**TYPE 8B INSTALLATION
SECTION C-C**



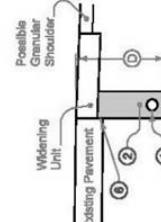
**TYPE 8A INSTALLATION
SECTION C-C**



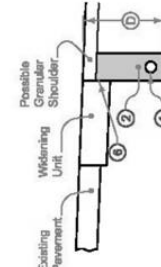
**TYPE 11 INSTALLATION
SECTION B-B
Backslope**



**TYPE 12 INSTALLATION
SECTION D-D**

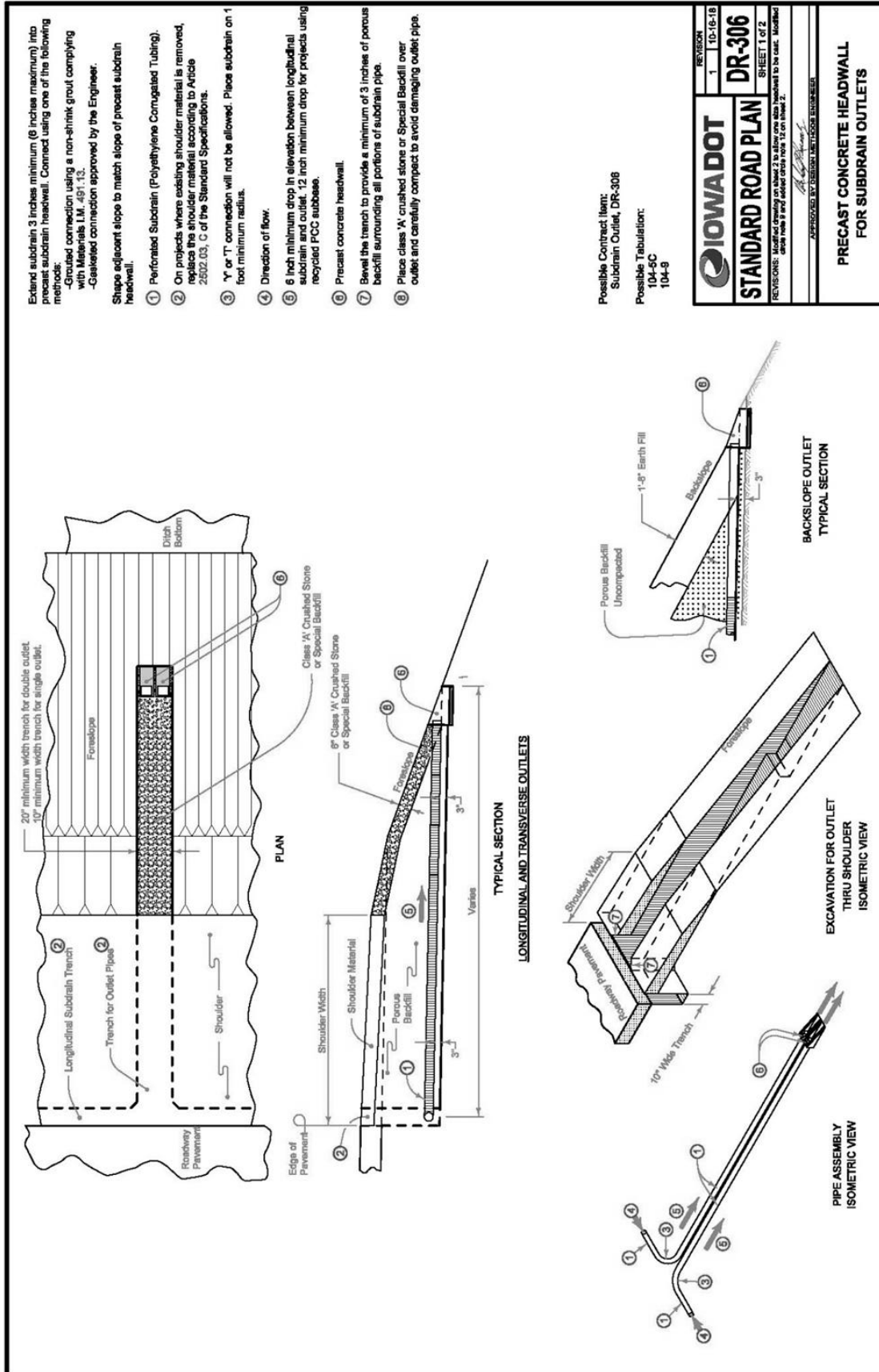


**TYPE 13 INSTALLATION
SECTION C-C
For New Widening Unit if
Thinner than Existing Pavement**

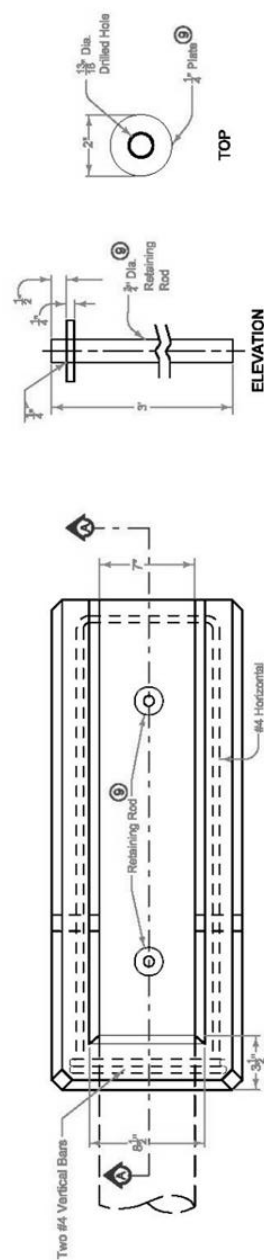


**TYPE 14 INSTALLATION
SECTION C-C
For New Widening Unit if
Thicker than Existing Pavement**

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: <i>[Signature]</i>			
SUBDRAINS (LONGITUDINAL)			



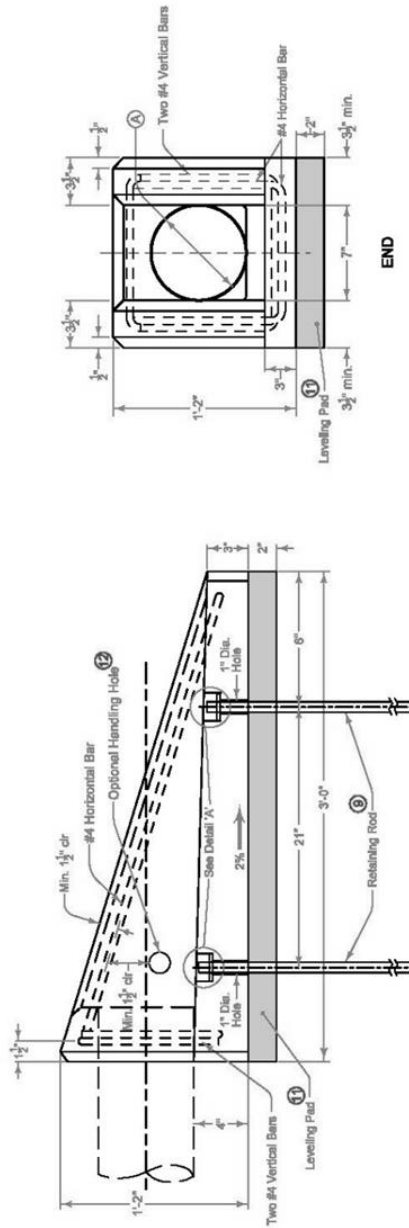
Comply with Section 2418 of the Standard Specifications.



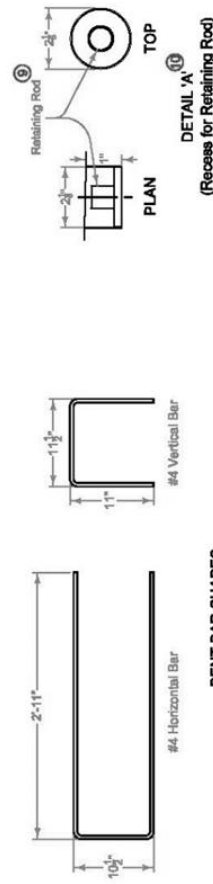
RETAINING ROD

- ⑨ ASTM A36 Steel galvanized according to ASTM A123 or ASTM F2329 after shop welding is complete.
- ⑩ After installing retaining rod, fill recess with bituminous material complying with ASTM C990 to prevent moisture infiltration.
- ⑪ Granular material complying with Section 4133 of the Standard Specifications.
- ⑫ Maximum diameter 2 inches. Fill hole with soil tight plug after placing headwall and before placing backfill.

DIMENSION	4" DIA PIPE	6" DIA PIPE	7"
①	5"	5"	7"



SECTION A-A



	REVISION
	1 10-16-18
	DR-306
STANDARD ROAD PLAN	
SHEET 2 OF 2	
REVISIONS: Modified existing on sheet 2 to allow one also headwall to be cast. Modified existing head 9 and added existing head 10 on sheet 2.	
APPROVED BY DESIGN 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)

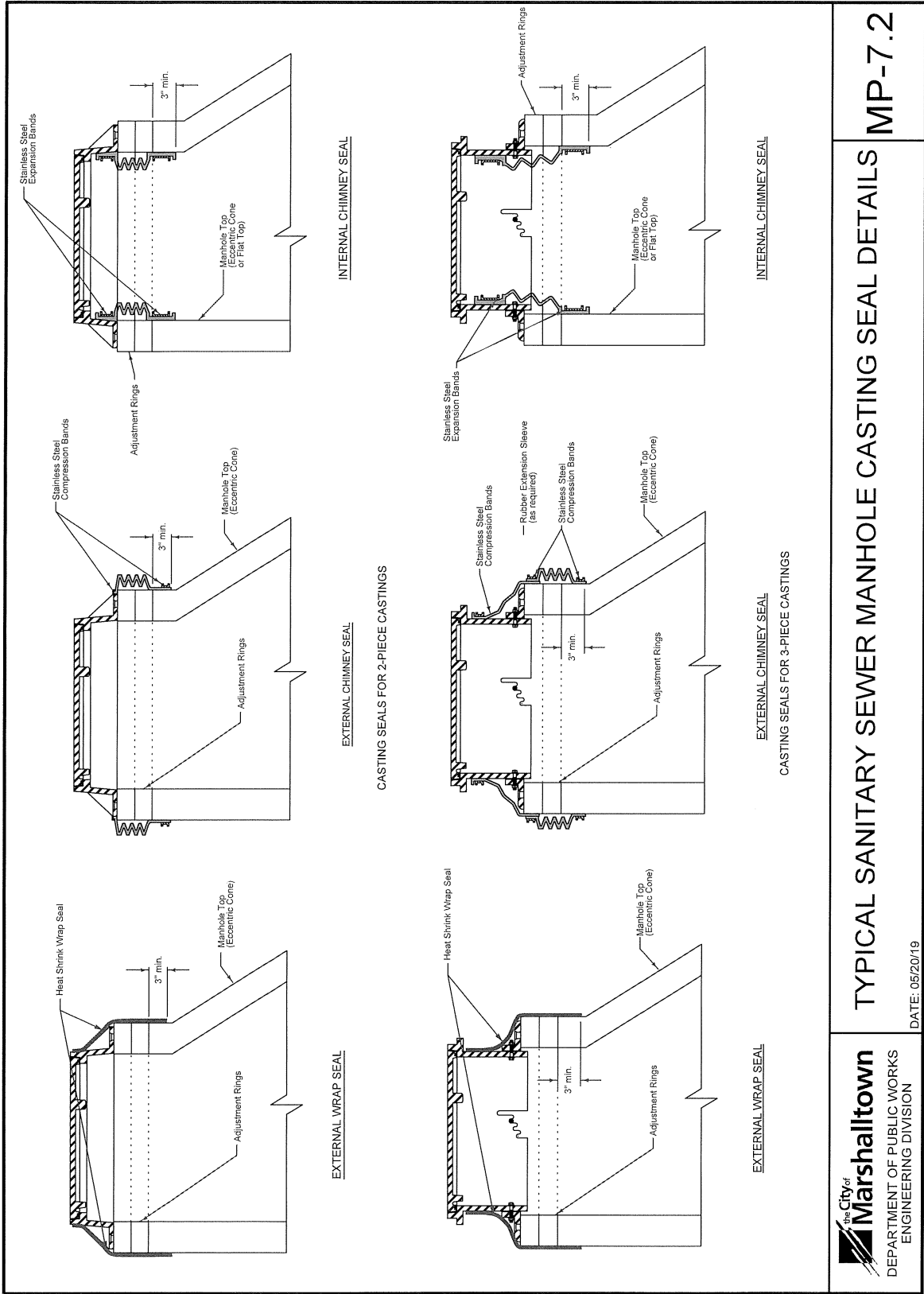
CONCLUSION: Complies: Yes _____ No _____

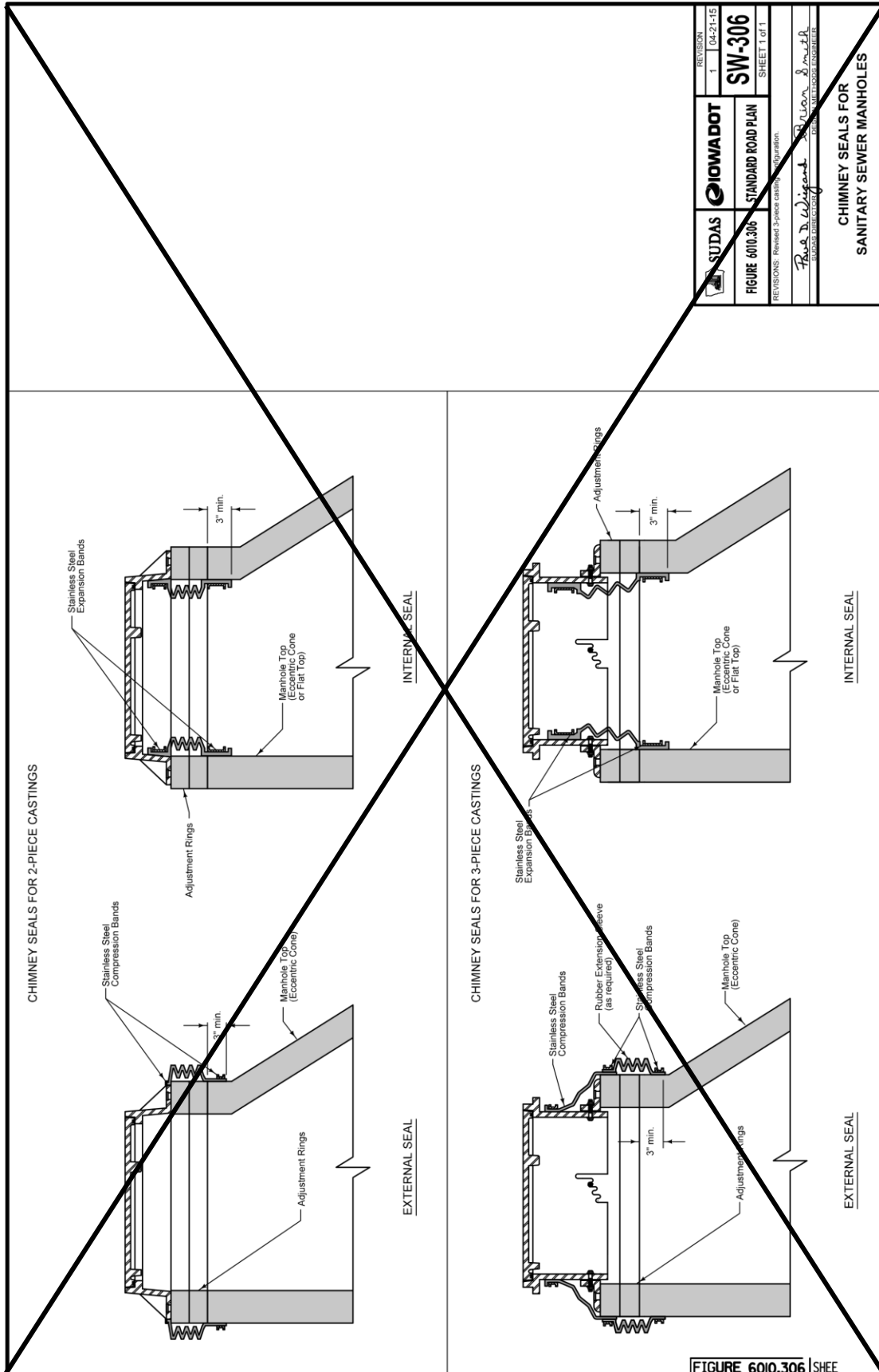
Testing procedures observed and
 Information recorded by:

Results reviewed and affirmed by:

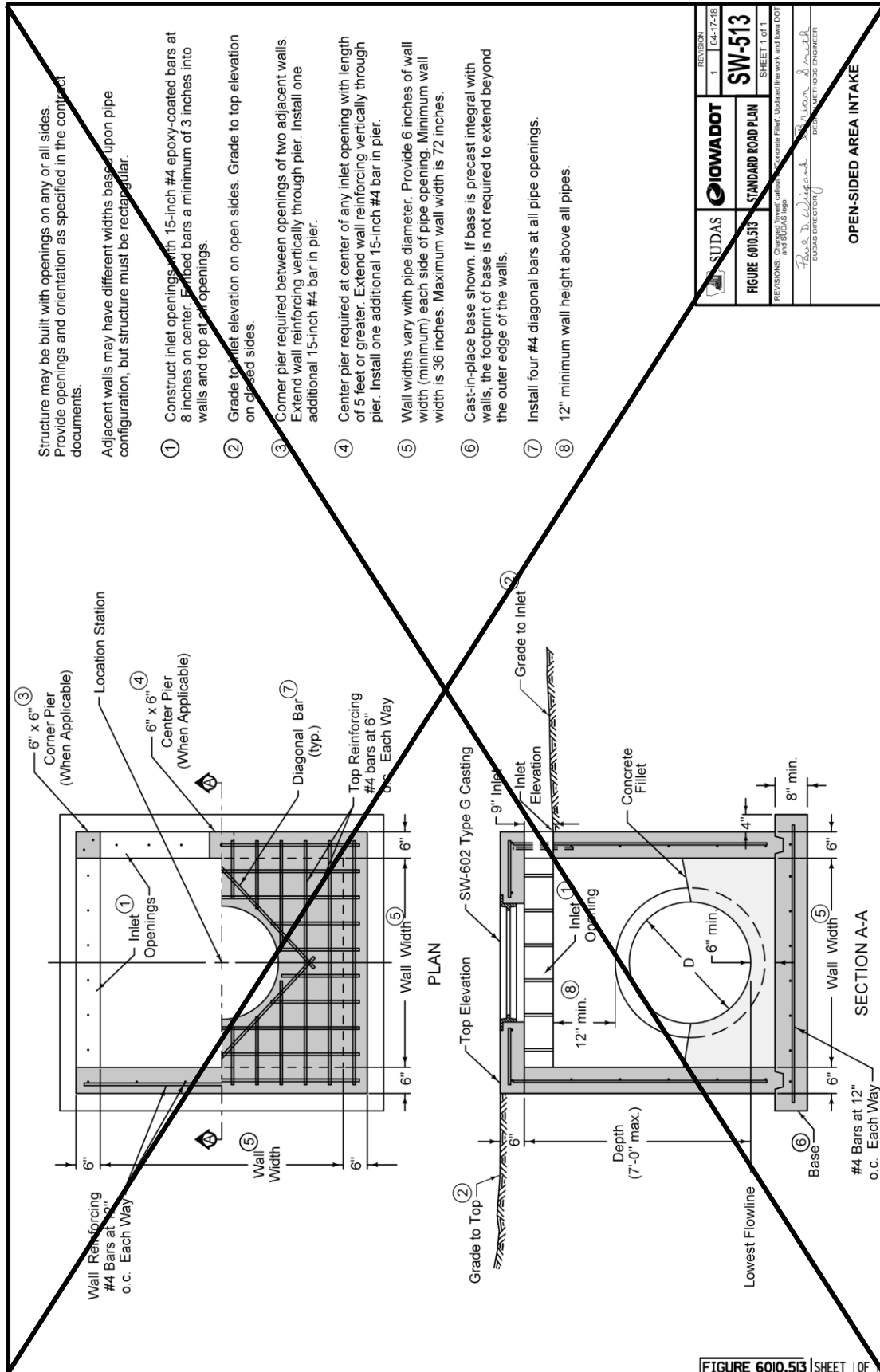
 Project Representative

 Project Engineer
 City of Marshalltown, Iowa





		REVISION	
		1 04-21-15	
FIGURE 6010.306		SW-306	
STANDARD ROAD PLAN		SHEET 1 of 1	
REVISIONS: Revised 3-piece casting configuration.			
<i>Brad Wingard</i>			
PROJECT MANAGER			
PROJECT ENGINEER			
CHIMNEY SEALS FOR SANITARY SEWER MANHOLES			



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.

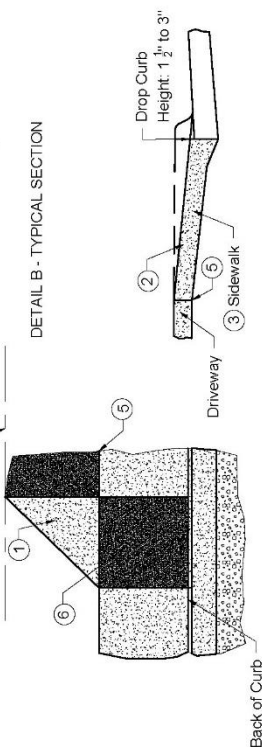
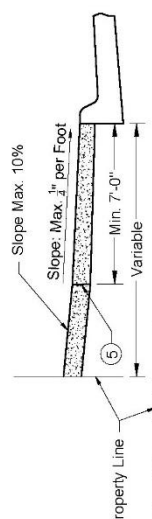
3.08 (ADD) MARSHALLTOWN STANDARD DETAILS

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

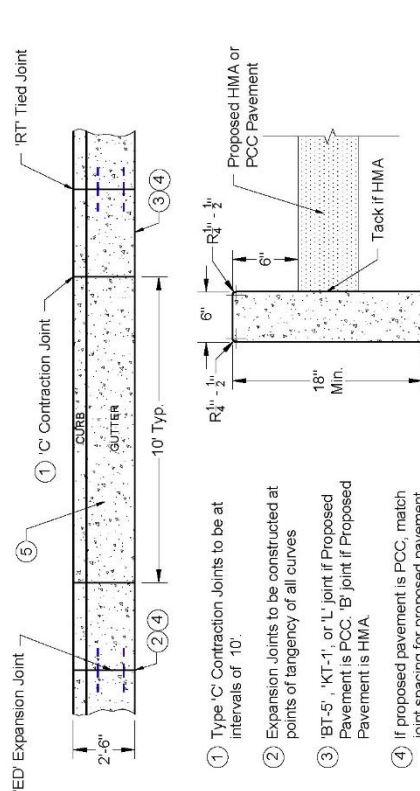
Page 154 of 205

- ① Flared back to driveway at property line. Match driveway thickness.
- ② Driveway Thickness: Residential - 6 Inches Minimum
Commercial/Industrial - 8 Inches Minimum
- ③ Sidewalk thickness through driveway to match thickness of the driveway
- ④ Match thickness of adjacent roadway, 8 inches minimum
- ⑤ 1/2 inch Pre Molded Expansion
- ⑥ Slope up at ~6.5% slope. Sloped section of the sidewalk/driveway will be min. 6 inches thick for residential areas and 8 inches for commercial areas.

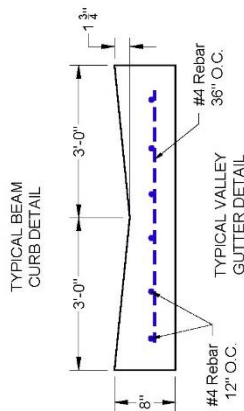
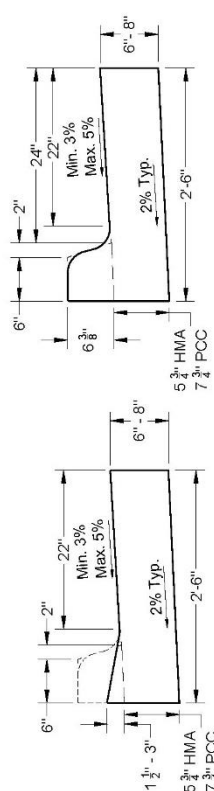


MD-1 DRIVEWAY WITH SIDEWALK ADJACENT TO CURB LAYOUT

DETAIL C - DRIVEWAY SECTION

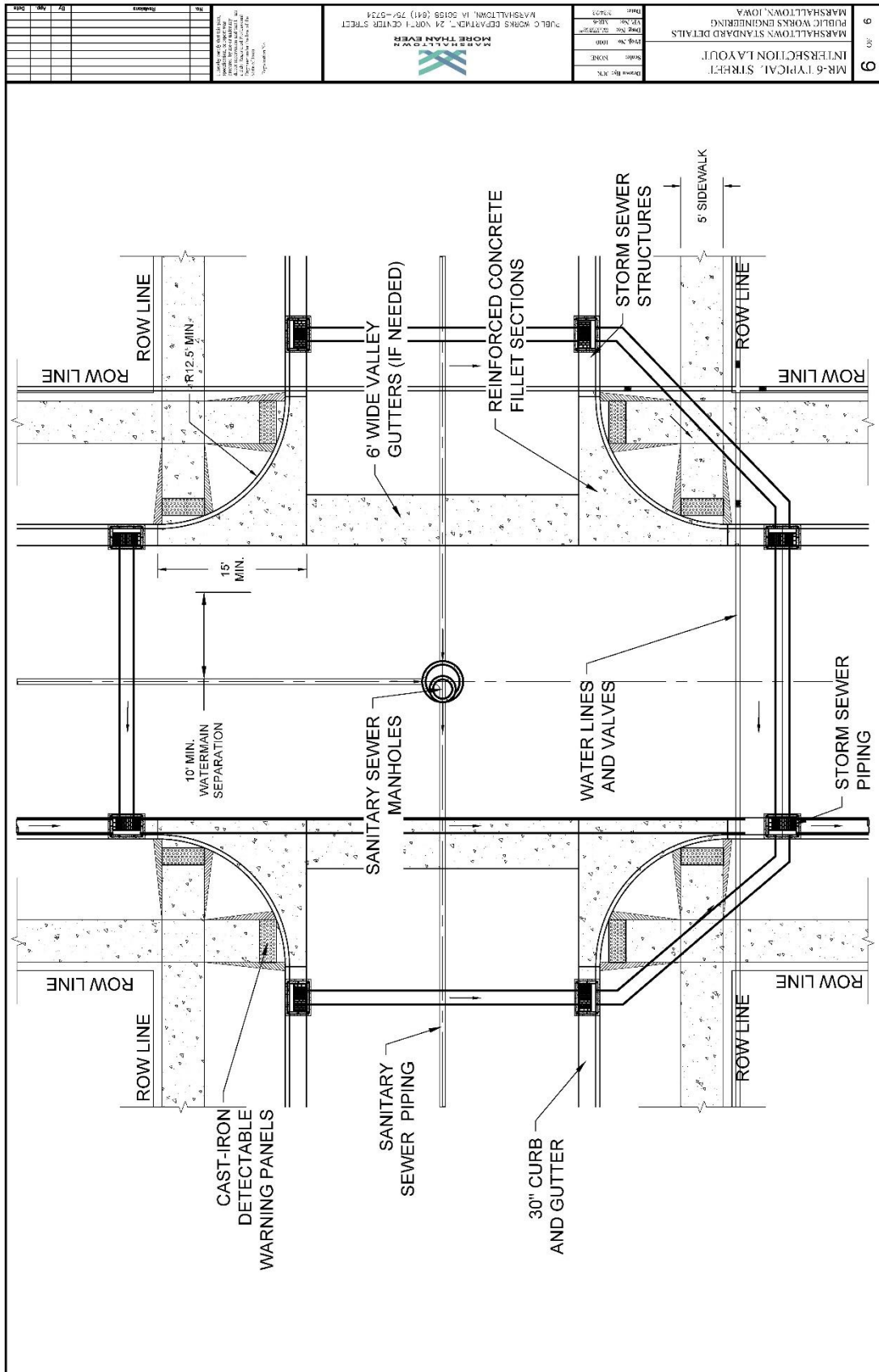


- ① Type 'C' Contraction Joints to be at intervals of 10'.
- ② Expansion Joints to be constructed at points of tangency of all curves
- ③ BT-5, KT-1, or L joint if Proposed Pavement is PCC. B' joint if Proposed Pavement is HMA.
- ④ If proposed pavement is PCC, match joint spacing for proposed pavement
- ⑤ New driveways shall require the removal of curb and gutter and replacement with driveway curb and gutter as shown below. Grinding curb for driveway is not allowed. Removal of curb back for driveway is not allowed.

TYPICAL VALLEY
GUTTER DETAIL

TYPICAL CURB SECTION

DRIVEWAY DROP CURB



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

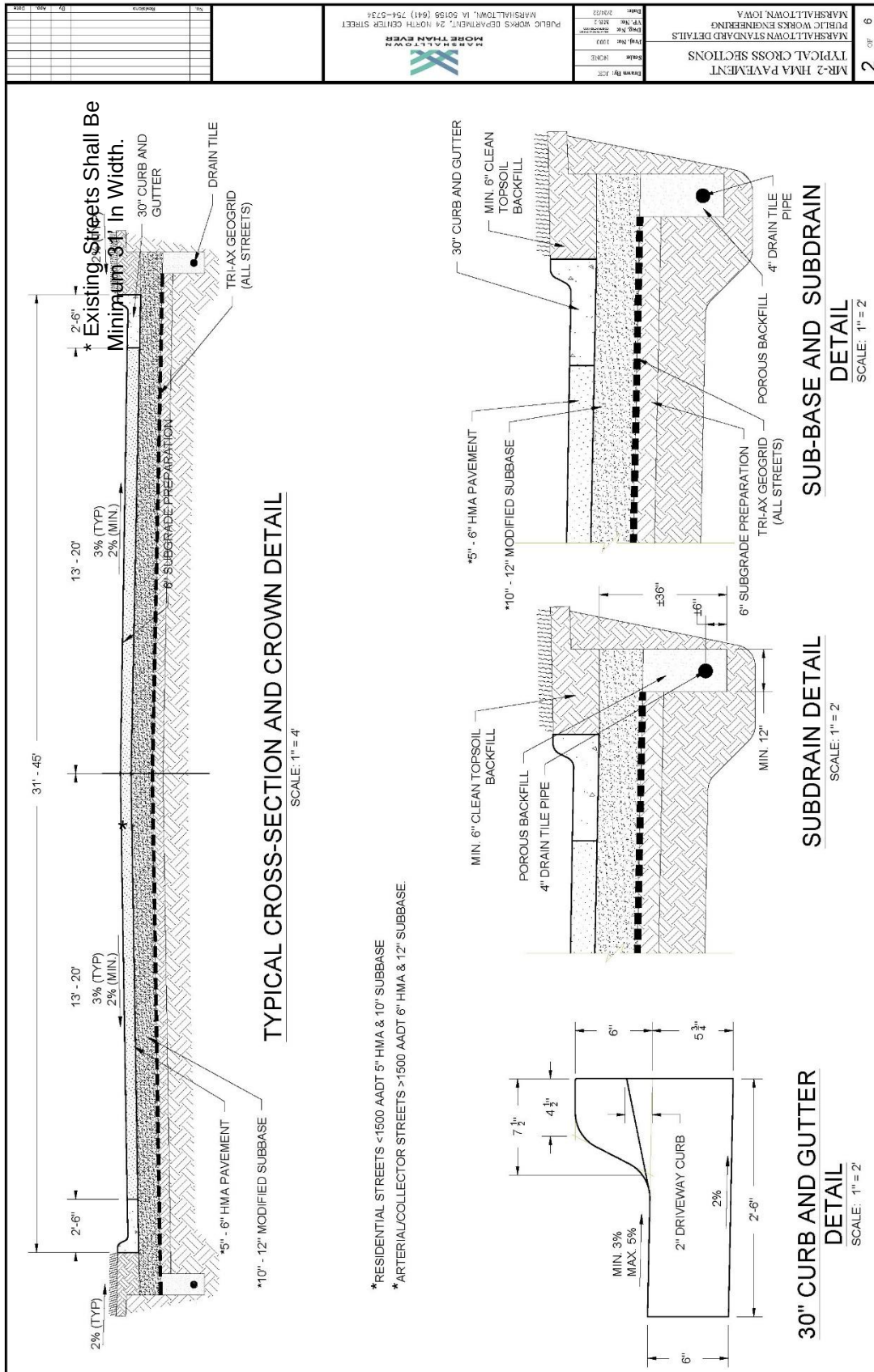
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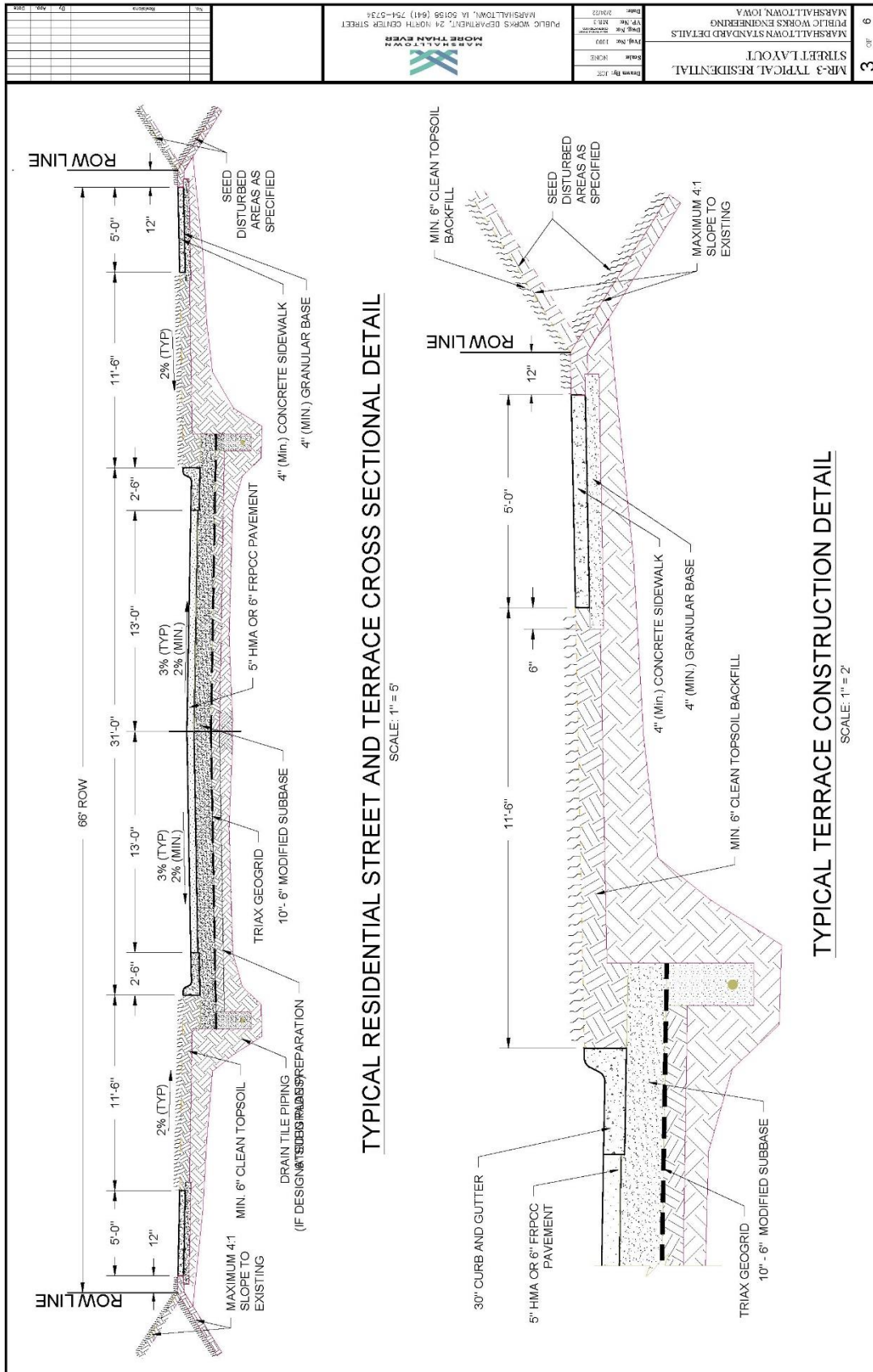
PART 3 - EXECUTION

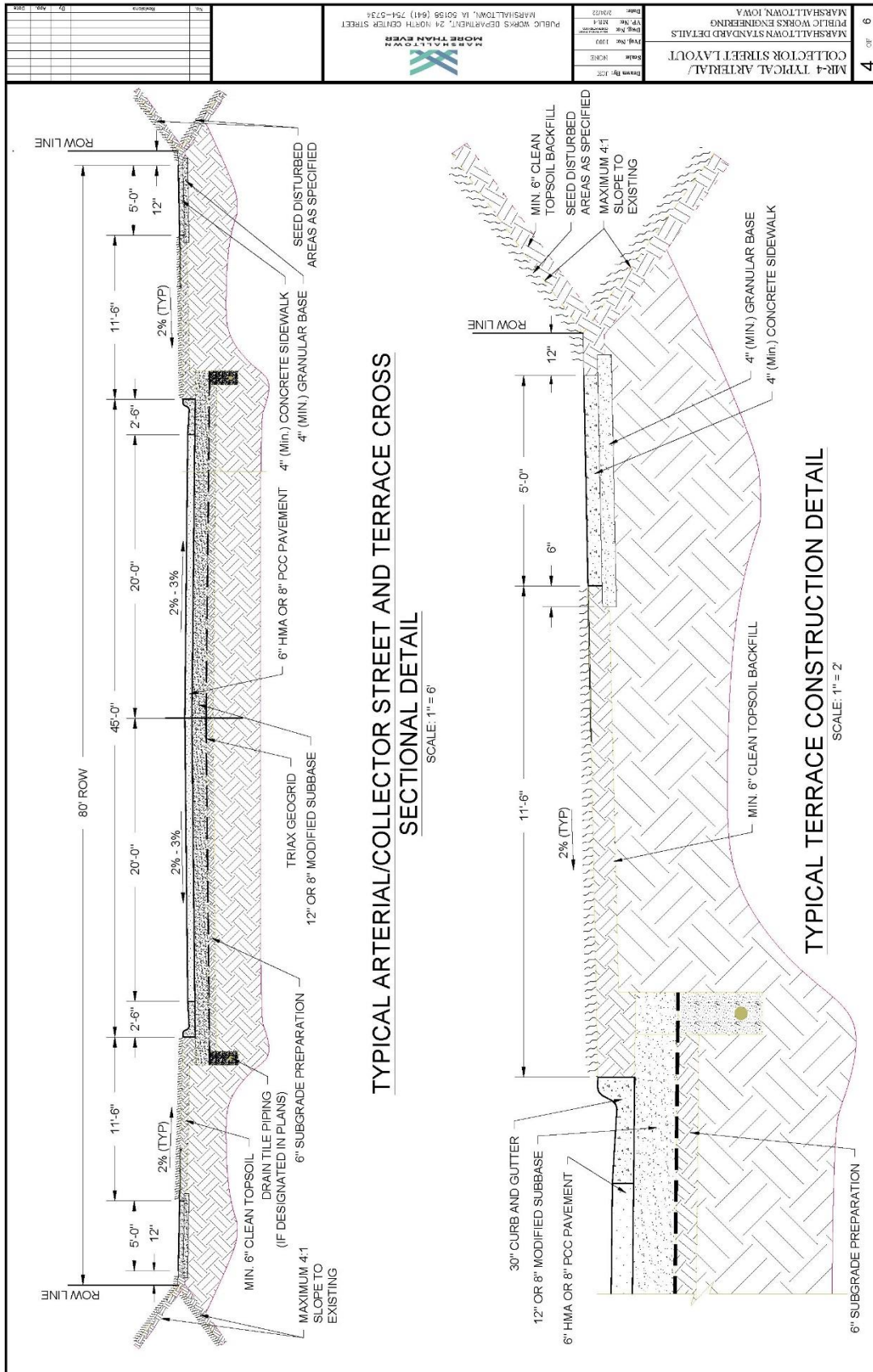
3.09 (ADD) MARSHALLTOWN STANDARD DETAILS

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.

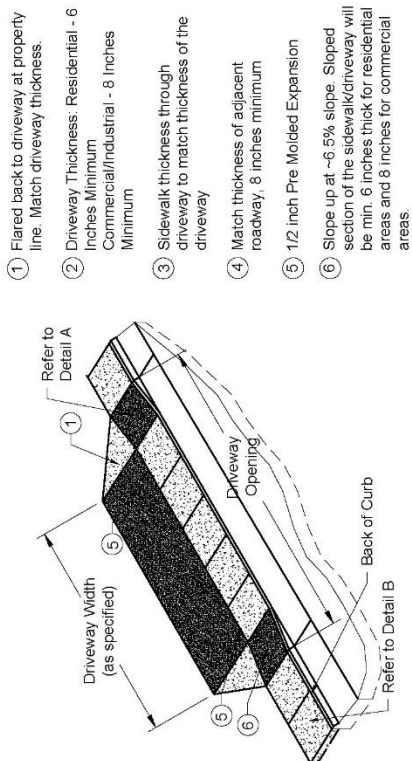
3.17 (ADD) CURB AND GUTTER CONSTRUCTION

Comply with Section 7010, 3.03 and MD-2.

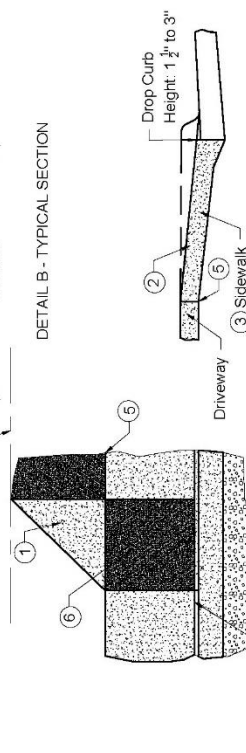
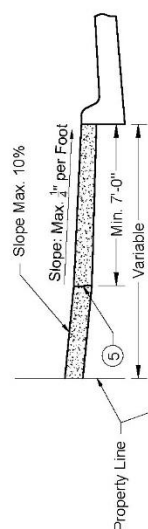
3.18 (ADD) MARSHALLTOWN STANDARD DETAILS

- 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:

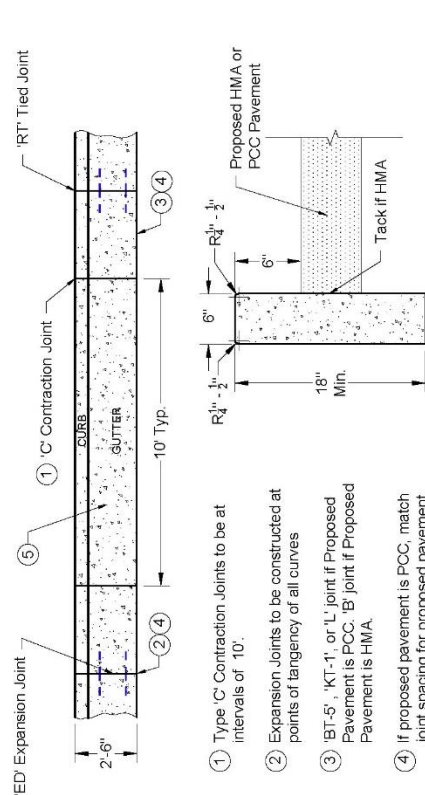
1. Figure 7030.101 – Revised sidewalk adjacent to driveway to add section for transition. Added curb replacement for new driveways.
2. Figure 7030.102 - Revised sidewalk adjacent to driveway to add section for transition. Added curb replacement for new driveways.
3. Figure 7030.103 – Revision to sidewalk 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".



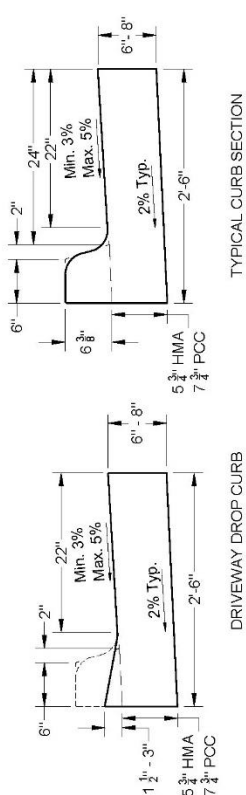
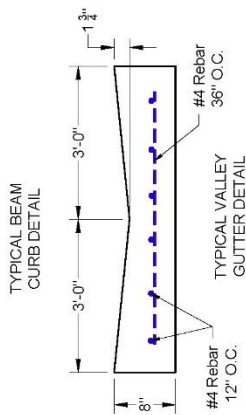
- ① Flared back to driveway at property line. Match driveway thickness.
- ② Driveway Thickness: Residential - 6 Inches Minimum
Commercial/Industrial - 8 Inches Minimum
- ③ Sidewalk thickness through driveway to match thickness of the driveway
- ④ Match thickness of adjacent roadway, 8 inches minimum
- ⑤ 1/2 inch Pre Molded Expansion
- ⑥ Slope up at -6.5% slope. Sloped section of the sidewalk/driveway will be min. 6 inches thick for residential areas and 8 inches for commercial areas.



MD-1 DRIVEWAY WITH SIDEWALK ADJACENT TO CURB LAYOUT

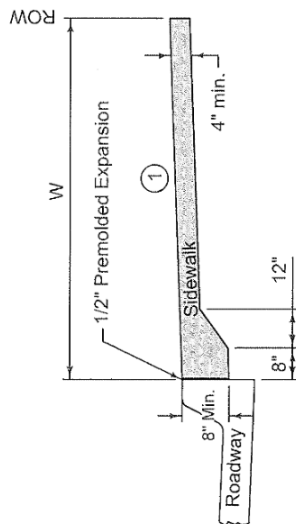


- ① Type 'C' Contraction Joints to be at intervals of '10'.
- ② Expansion Joints to be constructed at points of tangency of all curves
- ③ 'BT-5', 'KT-4', or 'L' joint if Proposed Pavement is PCC. 'B' joint if Proposed Pavement is HMA.
- ④ If proposed pavement is PCC, match joint spacing for proposed pavement
- ⑤ New driveways shall require the removal of curb and gutter and replacement with driveway curb and gutter as shown below. Grinding curb for driveway is not to be allowed. Removal of curb back for driveway is not allowed.

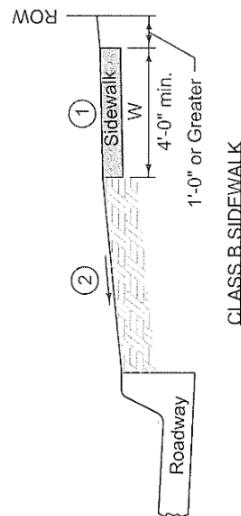


MD-2 CURB & GUTTER DETAILS

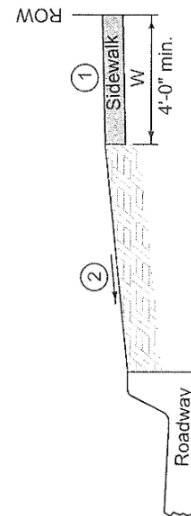
[illegible]



CLASS A SIDEWALK
(Sidewalk extends from back of curb to ROW)



CLASS B SIDEWALK



CLASS C SIDEWALK

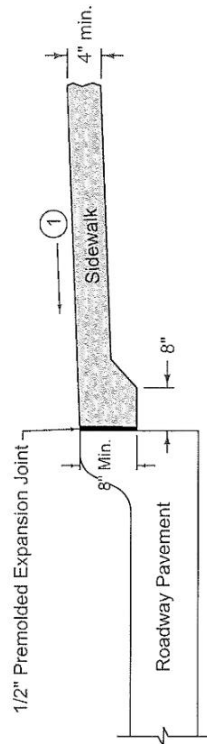
- ① Target cross slope of 1.5% with a maximum cross slope of 2.0% (including sidewalk through driveway).
- ② Parking Slopes:
If parking width is less than 10 feet wide, slope at $\frac{1}{4}$ inch per foot.
If parking width is 10 feet wide and greater, slope at $\frac{1}{2}$ inch per foot.
Special grade may be specified in the contract documents.

W = Sidewalk width as specified in the contract documents.

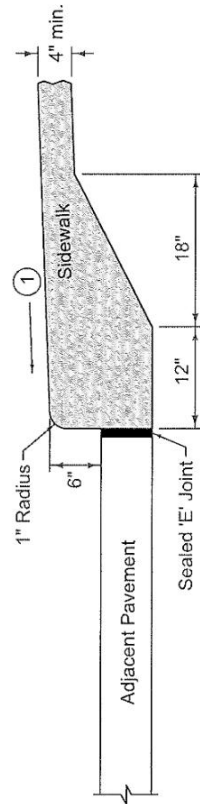
FIGURE 7030.201R	STANDARD ROAD PLAN	REVISION	2	10-20-15
		7030.201		
REVISIONS: Revised Class A sidewalk layout and added premolded expansion material. (City of Marshfield)		SHEET 1 of 1		
CLASSES OF SIDEWALKS				

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%.



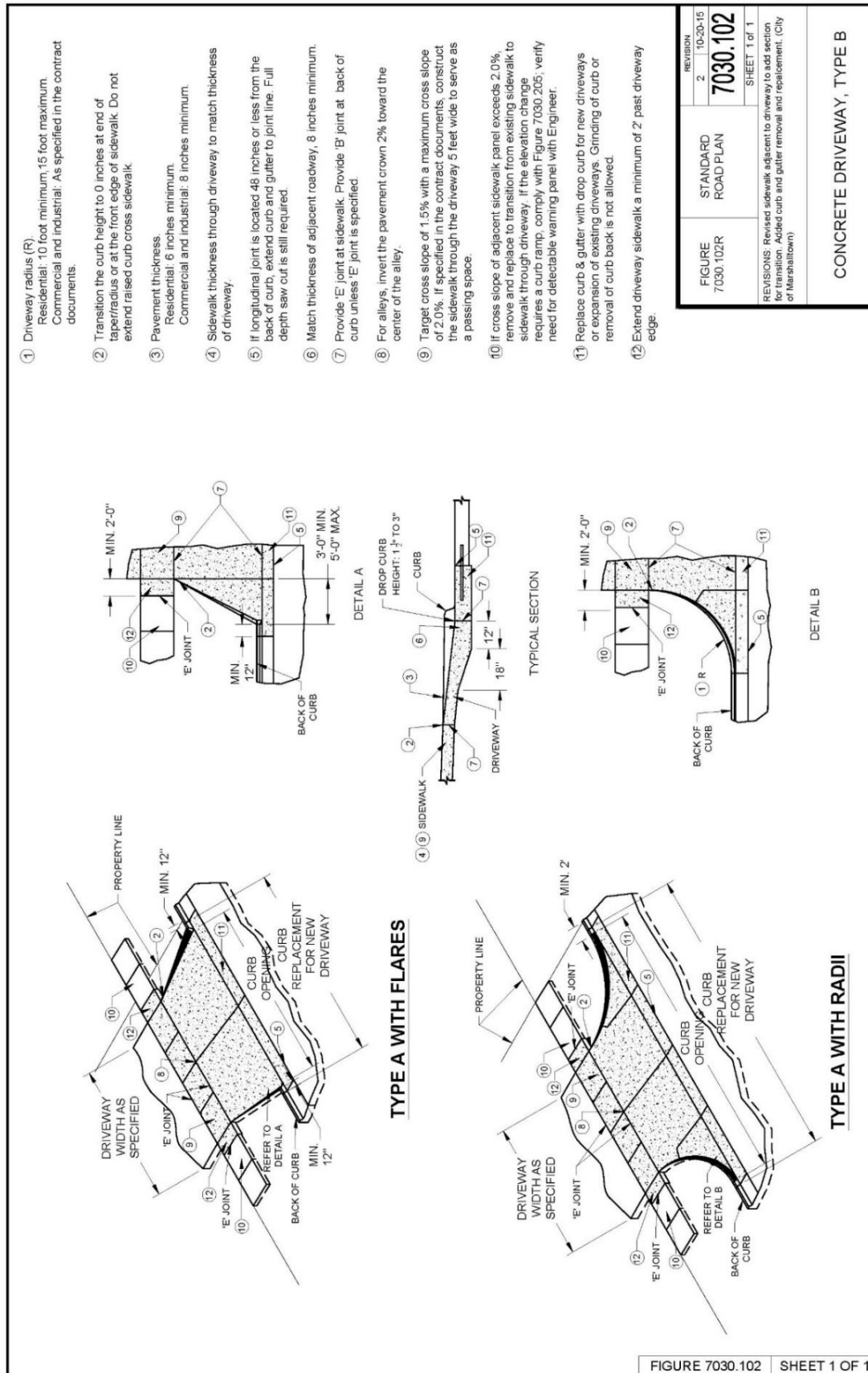
DETAIL 2

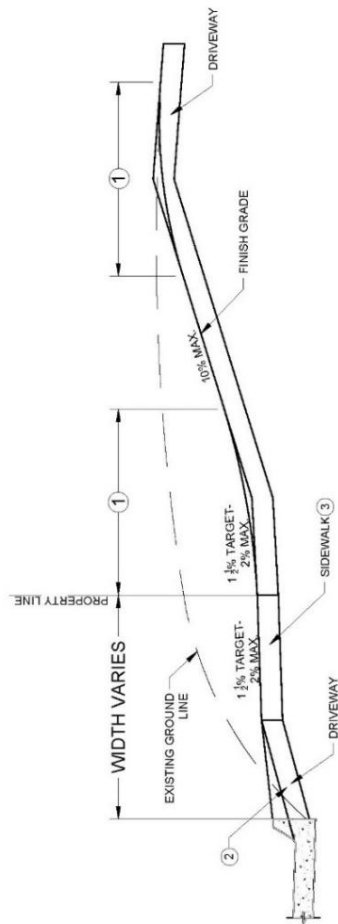


DETAIL 3

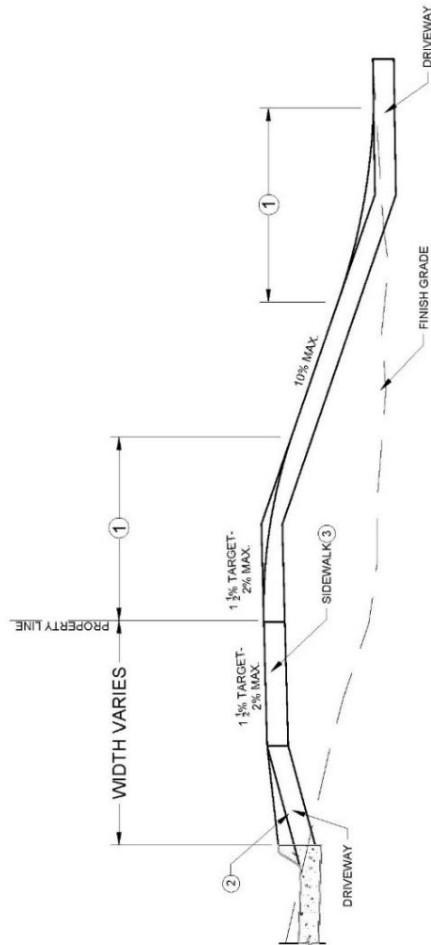
FIGURE 7030.202R	STANDARD ROAD PLAN	REVISION	
		3	10-20-15
		7030.202	
		SHEET 1 of 1	
REVISIONS: Removed Detail 1, Revised Detail 2 (City of Marshalltown)			

CURB DETAILS FOR
CLASS A SIDEWALK





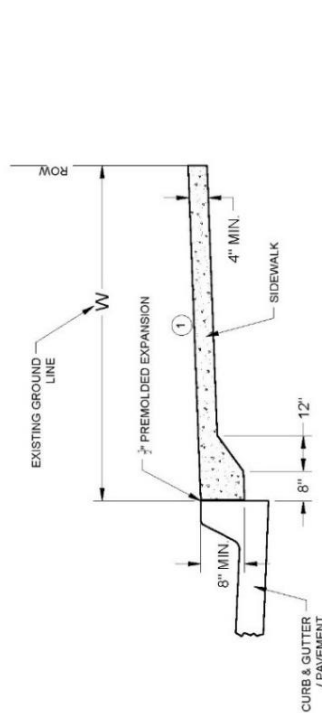
TYPICAL CUT SECTION



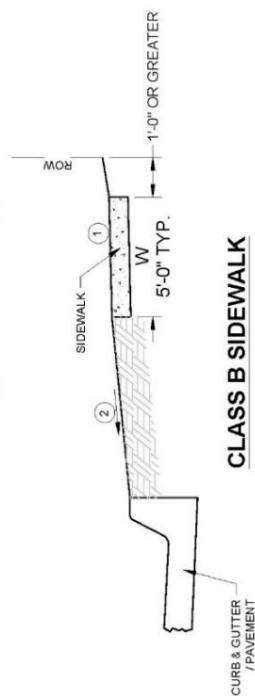
TYPICAL FILL SECTION

- 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%

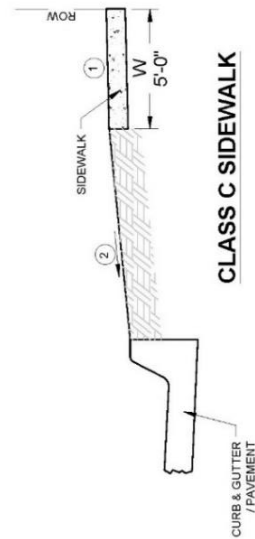
FIGURE 7030.103R	STANDARD ROAD PLAN	REVISION	2	10-20-15
		7030.103		
		SHEET 1 of 1		
REVISIONS: Revision to sidewalk location and property line. Added target slope to sidewalk. (City of Marshalltown)				
DRIVEWAY GRADING				



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.

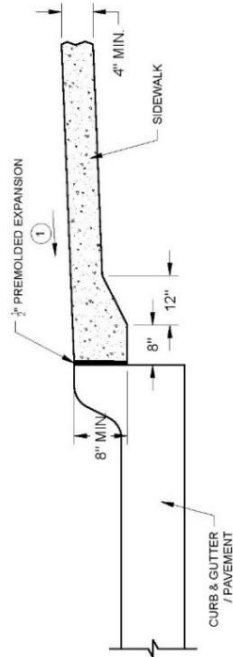
W = Sidewalk width as specified in the contract documents.

FIGURE 7030.201R	STANDARD ROAD PLAN	REVISION	
		1	10-20-15
		7030.201	
		SHEET 1 of 1	
REVISIONS: Revised Class A sidewalk layout and added premodded expansion material. (City of Marshalltown)			
CLASSES OF SIDEWALKS			

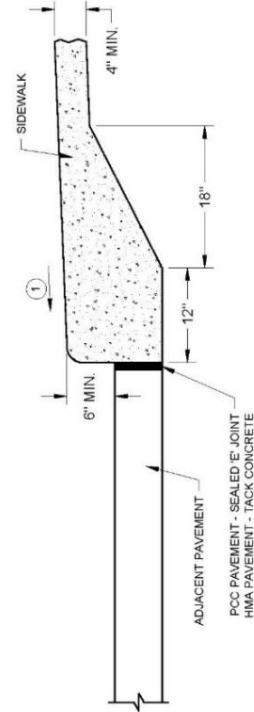
FIGURE 7030.201 SHEET 1 OF 1

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%

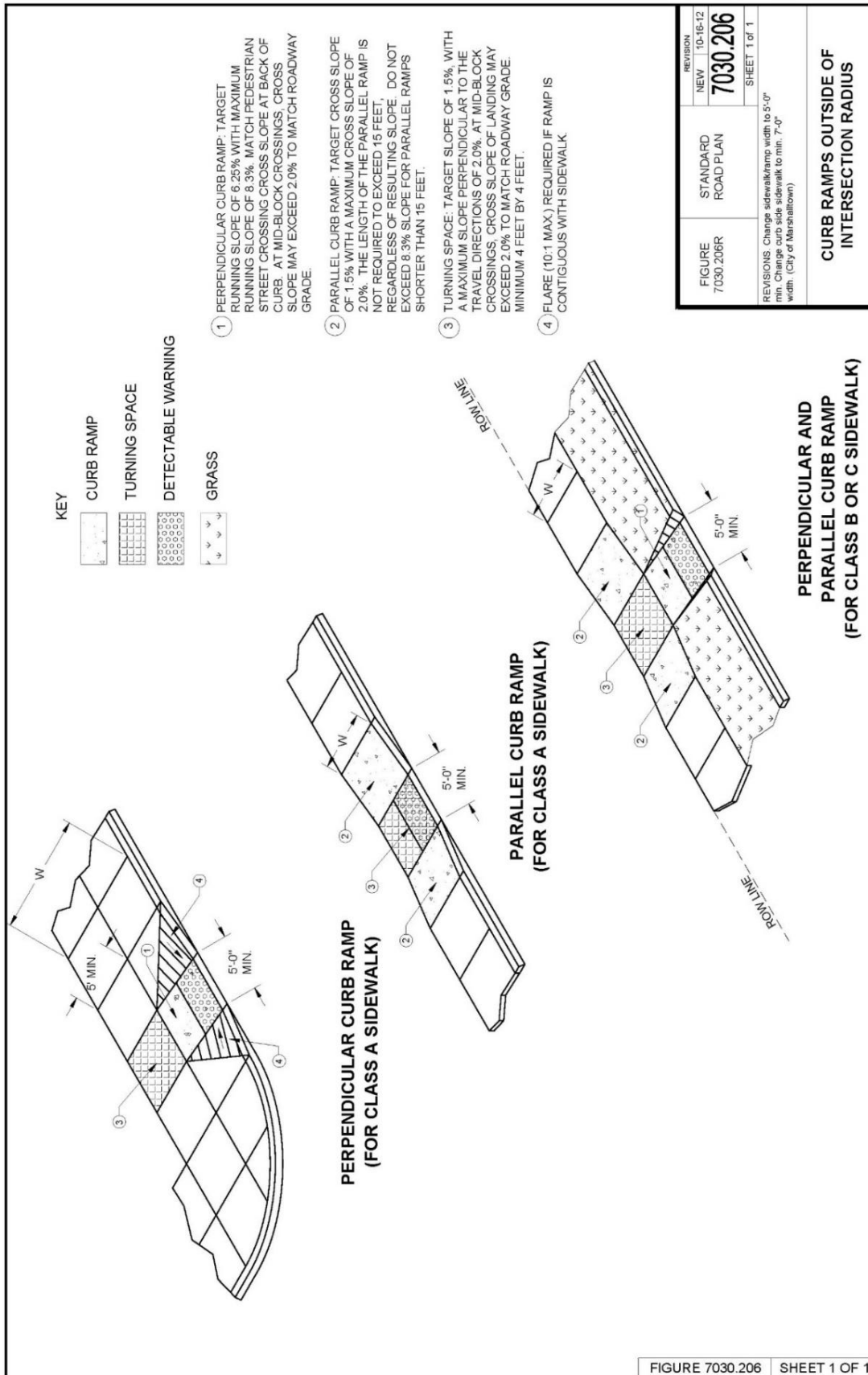


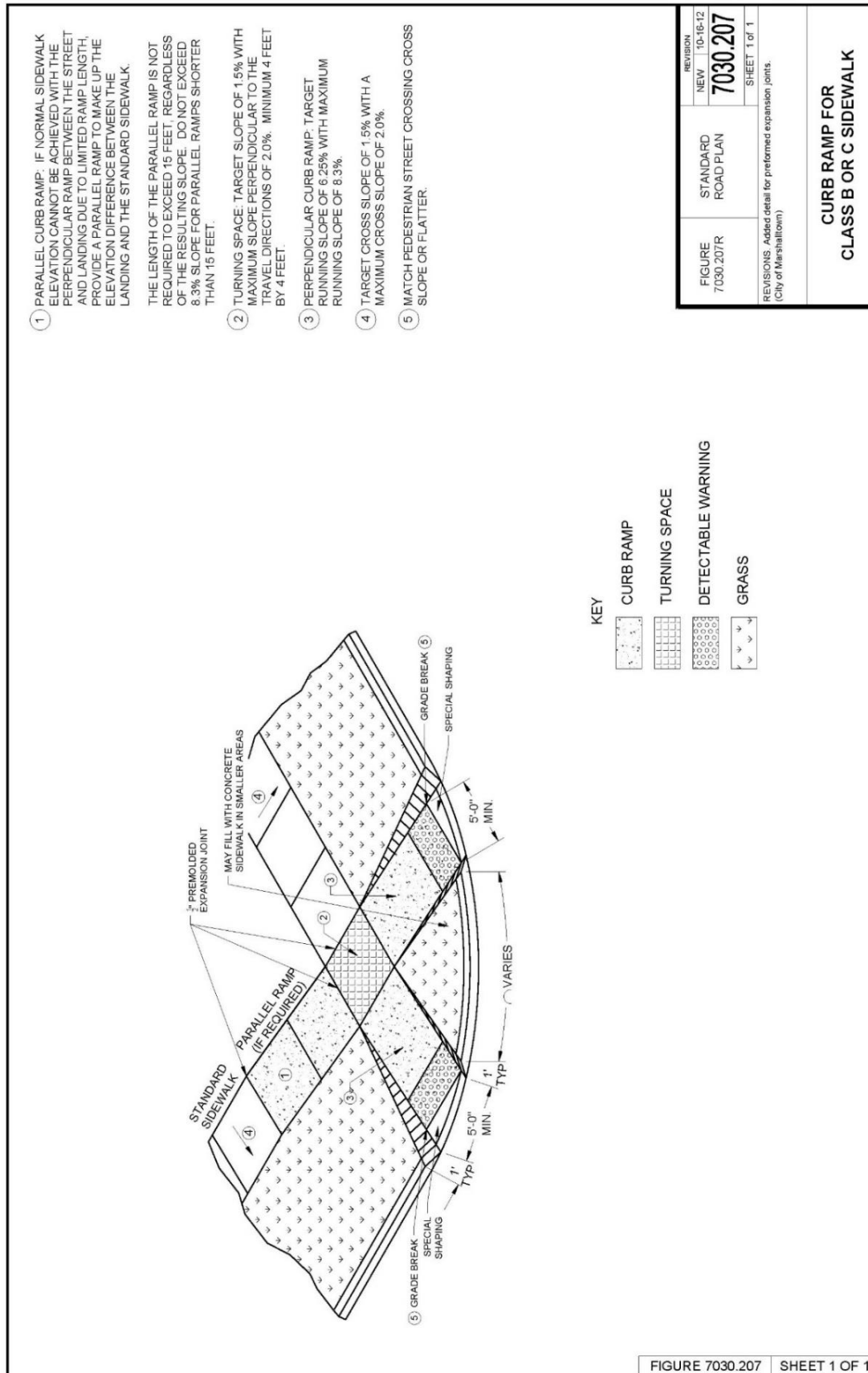
DETAIL 2



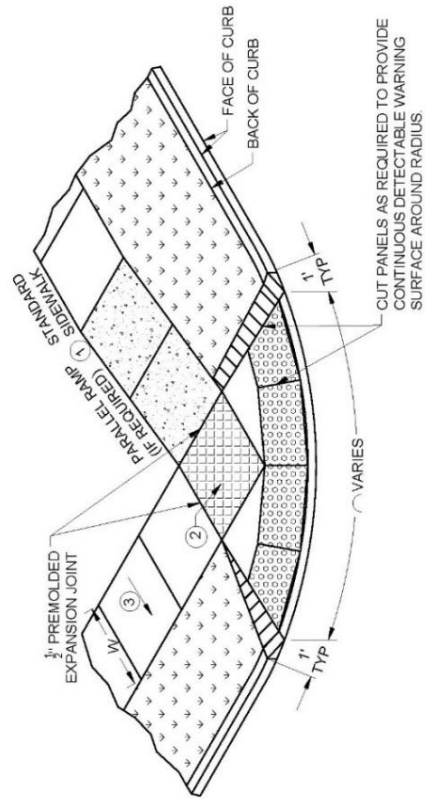
DETAIL 3

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

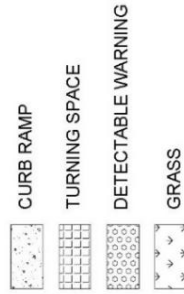
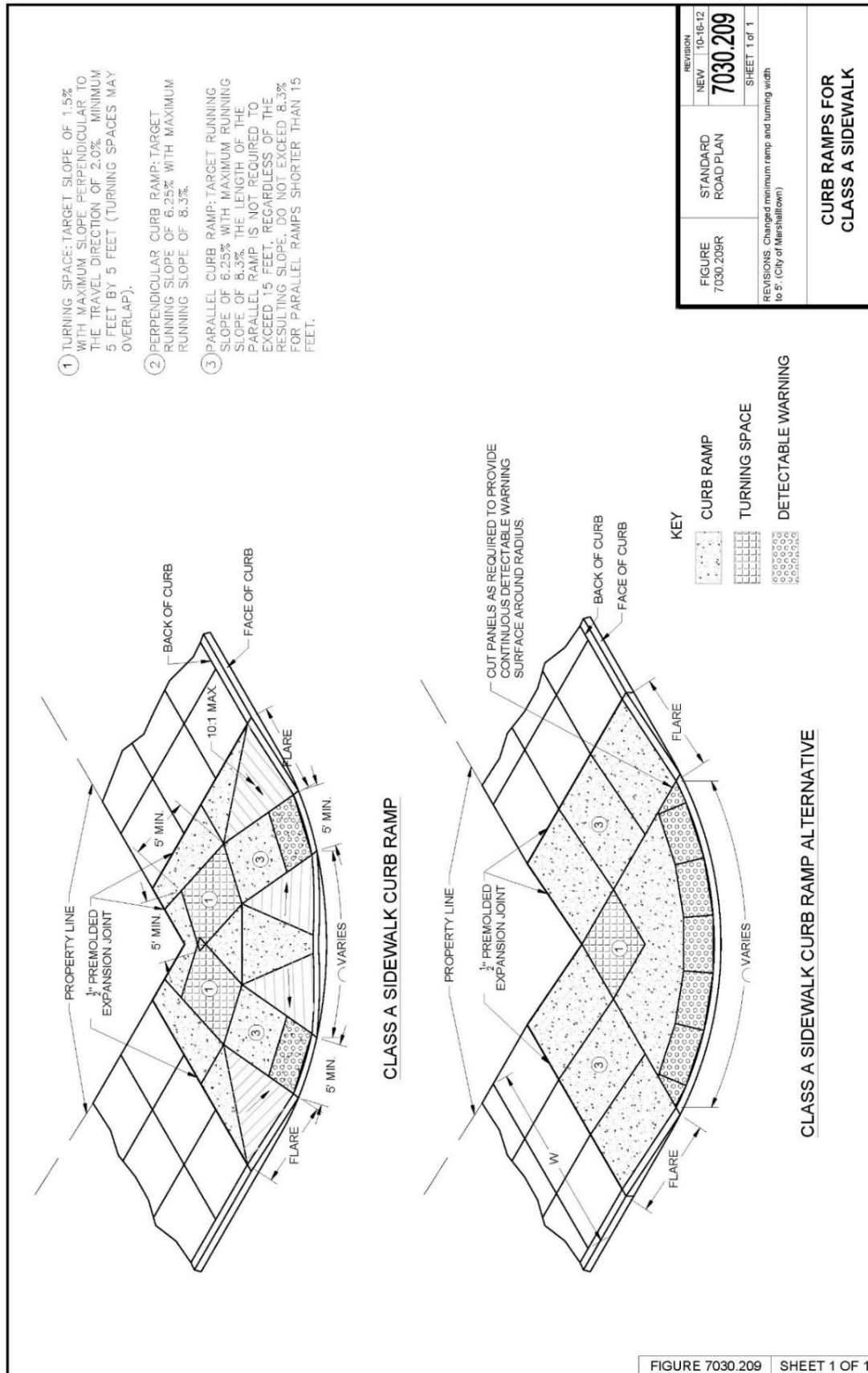


FIGURE 7030.208R	STANDARD ROAD PLAN	REVISION
		NEW 10-16-12
		7030.208
REVISIONS: Added detail for preformed expansion joints. (City of Marshalltown)		SHEET 1 of 1

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

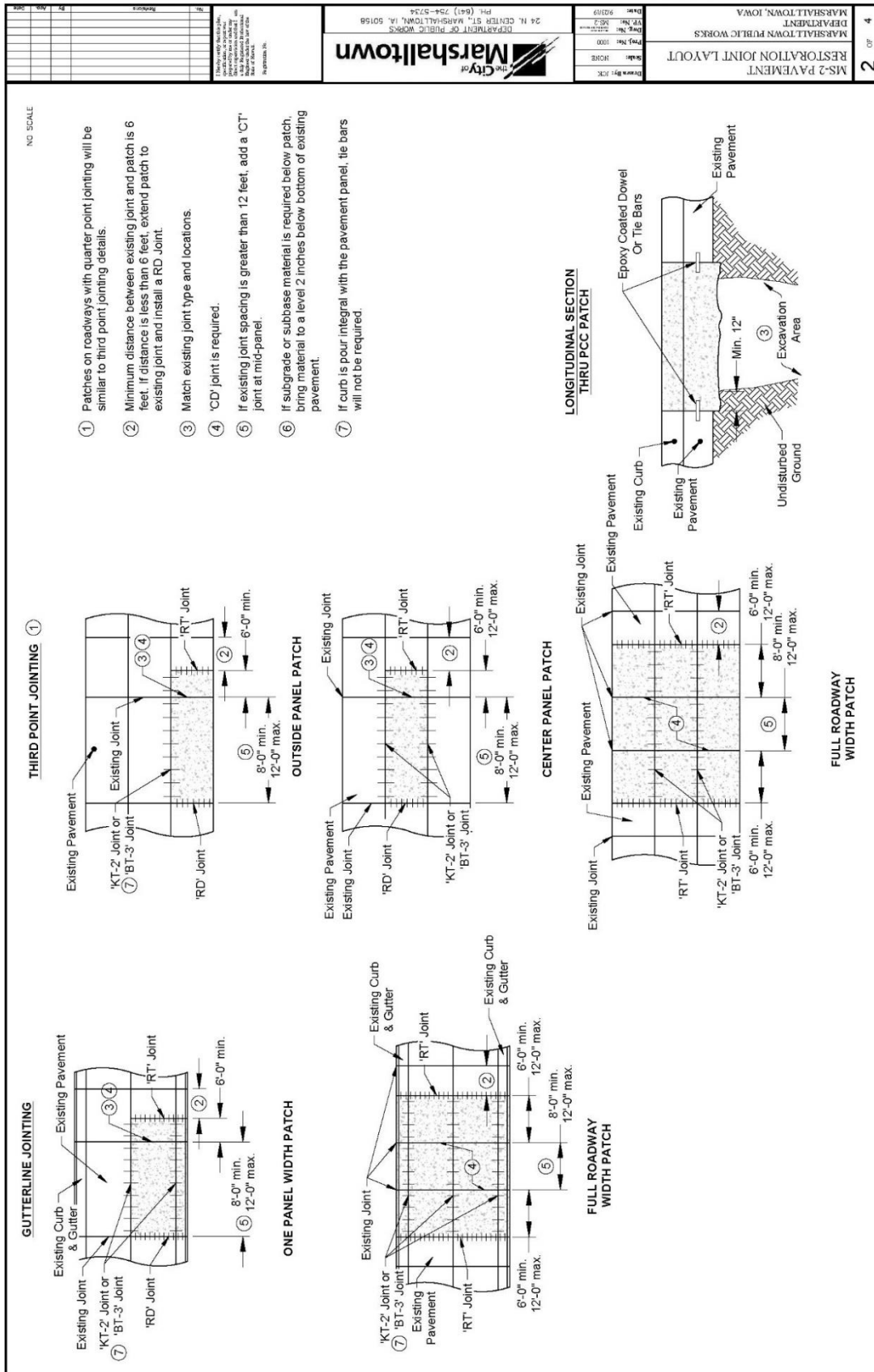
B. MS-3 Manhole Boxout Details

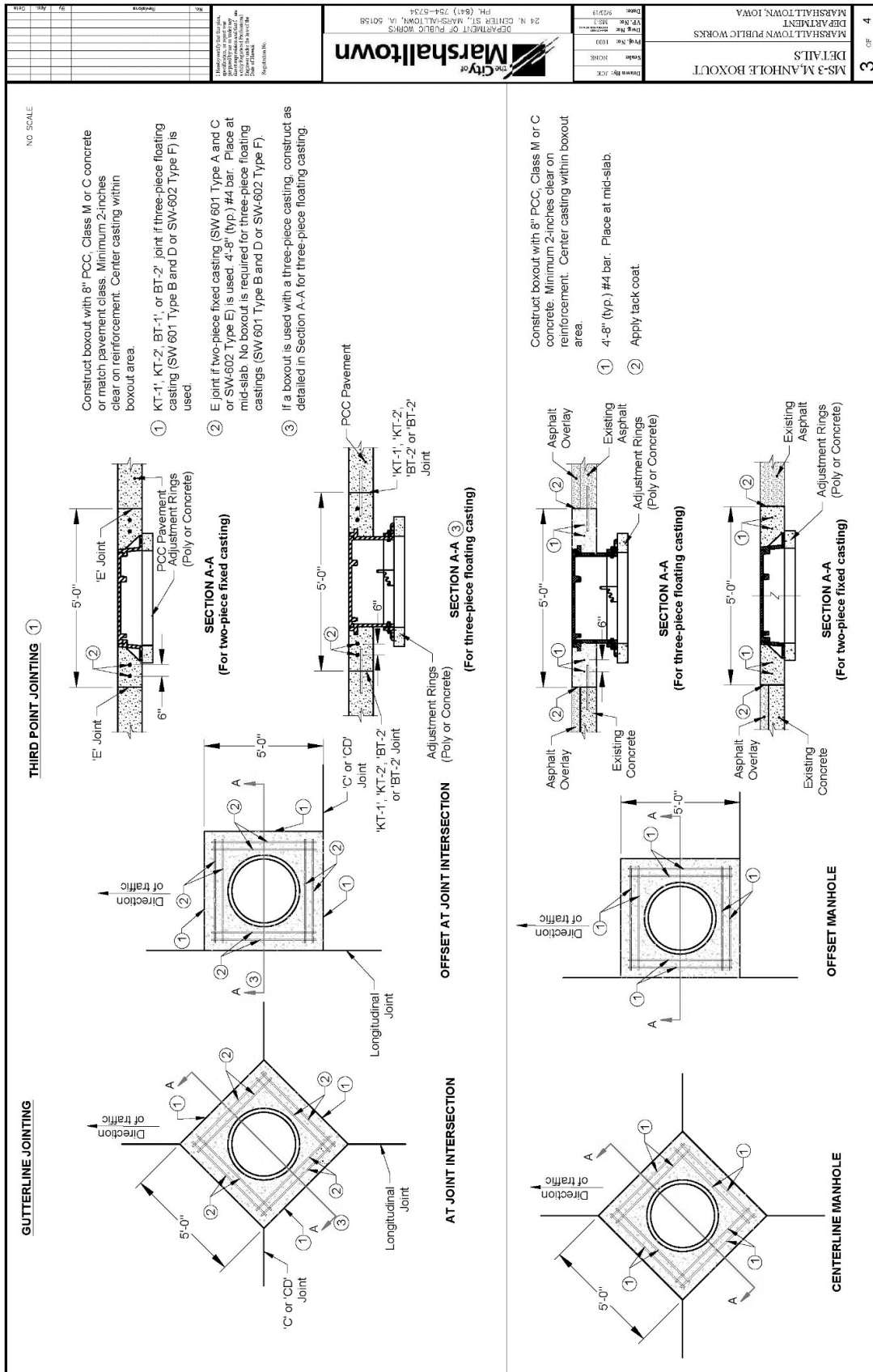
C. MS-4 Pavement Restoration Details

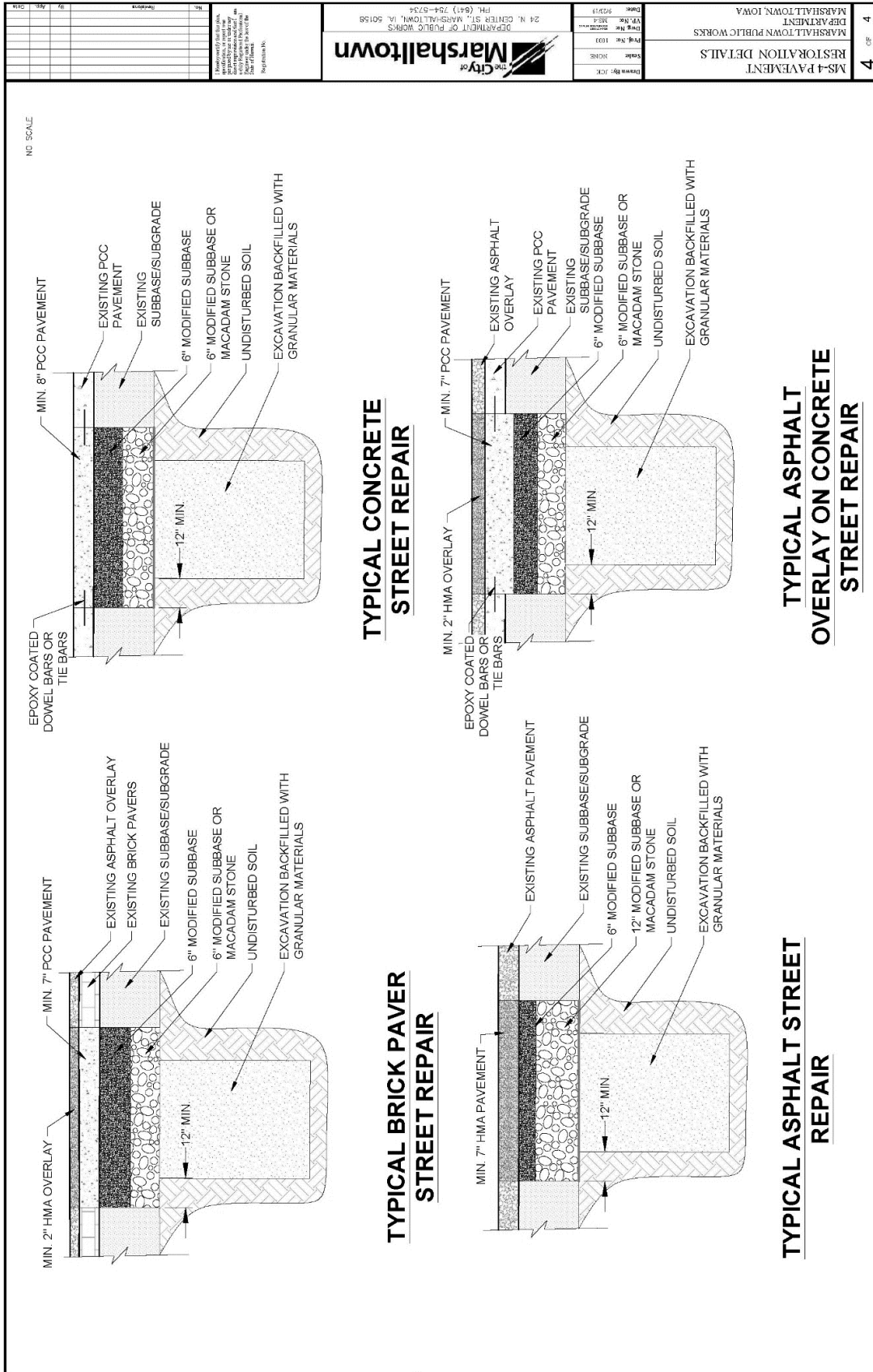
3.12 (ADD) DELETED SUDAS STANDARD DETAILS

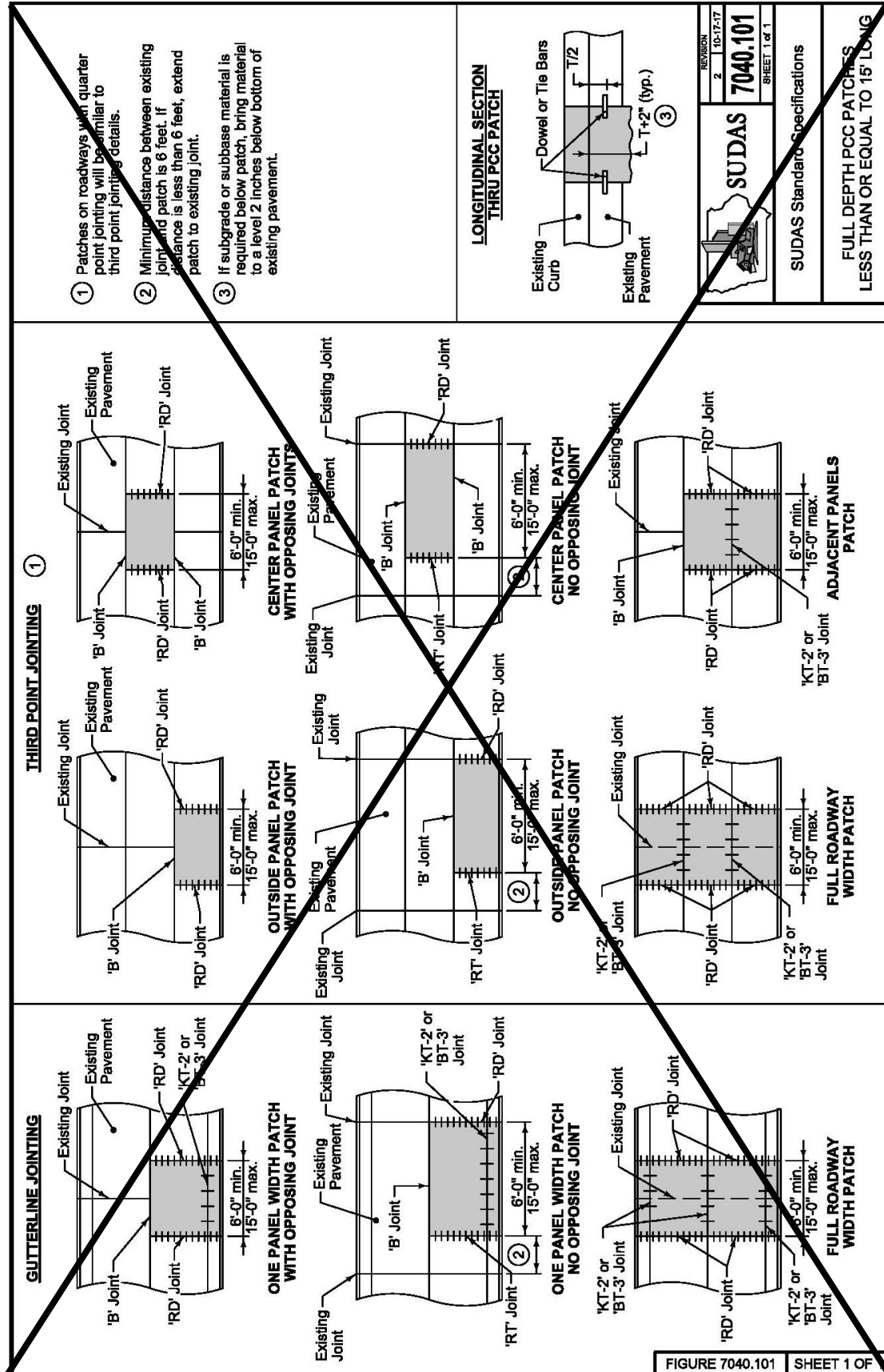
A. 7040.101 Full Depth PCC Patches Less Than or Equal to 15' Long

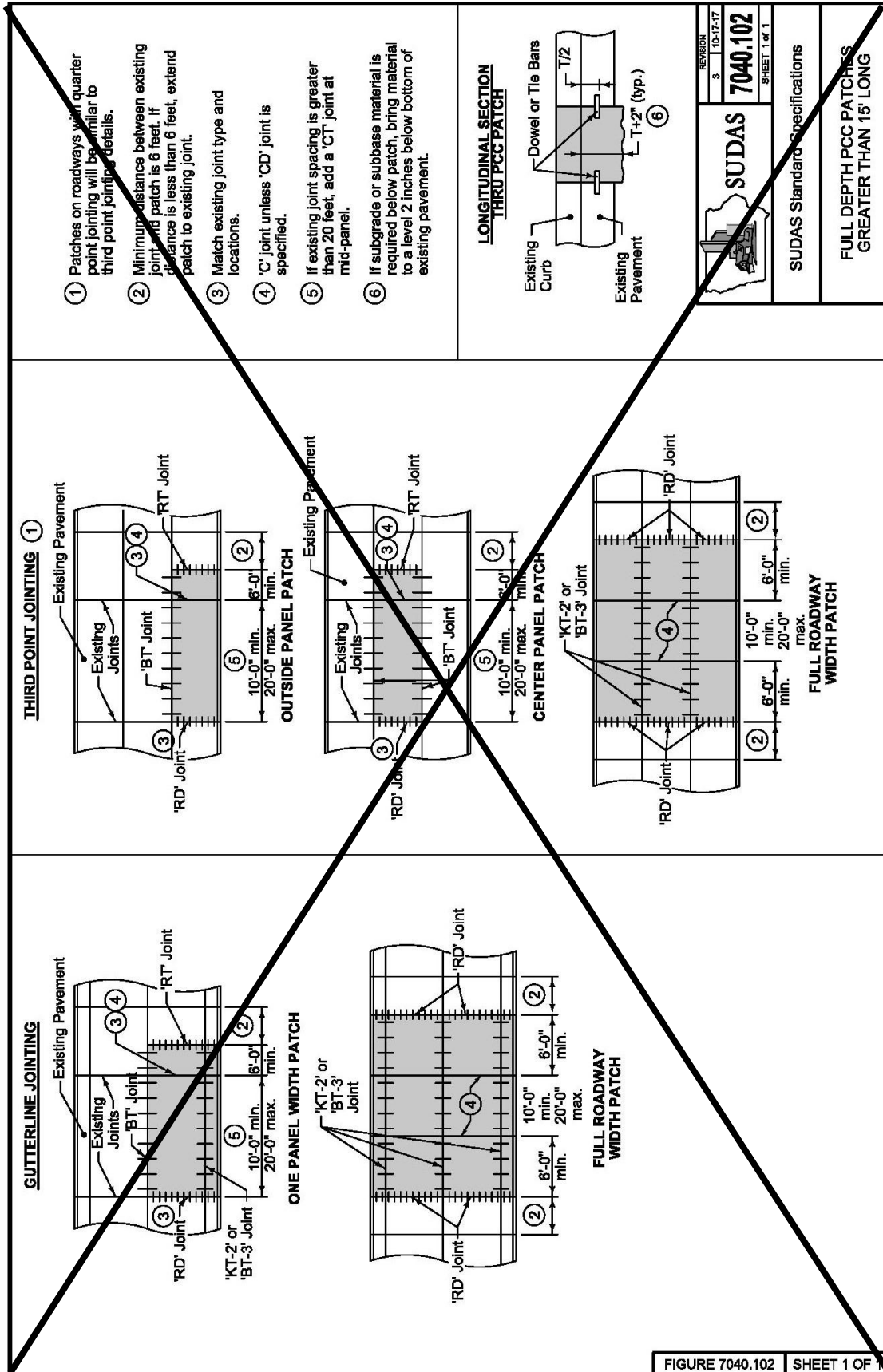
B. 7040.102 Full Depth PCC Patches Greater Than 15' Long











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

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

PROJECT PRE-PLANNING WORKSHEET

DESCRIPTION			RESPONSIBLE	NOTES
PROJECT NAME		Elk's Park Grading and ADA Accessibility		
PROJECT NUMBER		PRK21-002		PROJECT TIMELINE:
ARCHITECT	City	Name	Contact Info	First day to file plans with MBI plan room / Civil Plus Bid Notice 5/21/2022
ENGINEER	City	Jay Koch	Contact Info	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	LEAD STAFF (WITH ASSIST BY CLERK)	First day to publish hearing notice for plans / specs with TR 6/7/2022
RES HRG PLANS SPECIFICATIONS		6/27/2022	LEAD STAFF (WITH ASSIST BY CLERK)	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	LEAD STAFF - SAVE IN WIP MEETING FILE	Bids Due 7/5/2022
ORDERING CONSTRUCTION (no later than Friday am) PDF FORMAT		6/8/2022	LEAD STAFF - SAVE IN WIP MEETING FILE	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	LEAD STAFF - SAVE IN WIP MEETING FILE	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	CLERK	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	LEAD STAFF (NEED PLANS & MANUAL)	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

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: Captain Chris Jones
DATE: June 22, 2022
RE: Chapter 117 Ordinance Revision

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 recommend updating the licensing and reporting requirements for pawnbrokers and dealers.

Budget Impact: Small increase in revenue as more businesses would need to be licensed dealers. The current fee schedule ranges from \$25-\$100 for the variety of dealers. Staff recommend the annual fee be set at \$50 for all licenses for consistency.

Description/Background: Our current city policy holds junk dealers, motor vehicle junkyards, and pawnbrokers responsible for obtaining a license to conduct business and requires the reporting of items they receive from the general public in exchange for cash on a limited basis.

Within the Marshalltown community theft, burglary and the sale of stolen property have been a continual concern. The Marshalltown Police Department receives hundreds of reports of both burglary and theft each year. On occasion, when notified, the Marshalltown Police Department has worked with local retailers who exchange personal property for cash, either through full sale, pawn exchange, or consignment to return property that has once been stolen and return the property to their original owner.

Since 1991, technology has changed tremendously. Law enforcement agencies throughout the county are now able to link investigative information electronically and work together to help combat theft and the exchange of stolen property. To effectively and efficiently utilize this valuable resource, changes to the current city ordinance will need to be made to greater standardize our present recording practice and to better account for the items that may be stolen without the knowledge of local businesses.

The Marshalltown Police Department is recommending a change to our current city ordinance that would standardize licensing fees, enhance background checks for businesses exchanging personal

CITY COUNCIL

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



property for cash, and require local business to report items that have been exchanged in an attempt to more effectively clear investigations and help prevent the sale of stolen property within our community.

CITY COUNCIL

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



AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA CHAPTER 117 JUNK DEALERS AND PAWNBROKERS

WHEREAS, the Code of Ordinances of the City of Marshalltown, Iowa Chapter 117 Junk Dealers and Pawnbrokers, adopted August 14, 1950, contains regulations for licensing and operations of junk dealers, motor vehicle junkyards and pawnbrokers; and

WHEREAS, recommendations have been presented to the City Council to amend the ordinance to update the definitions, licensing requirements, and the reporting and retention of transaction records for pawnbrokers and dealers; and

WHEREAS, the City Council of the City of Marshalltown finds it is in the best interest of the City to amend Chapter 117 of the 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 amended by repealing Chapter 117 and enacting and adopting the following in its place.

CHAPTER 117: PAWNBROKERS AND DEALERS

§ 117.001 DEFINITIONS.

The following words and phrases shall have the meanings respectively ascribed to them for the purpose of the regulations in this section.

ANTIQUÉ DEALER. Any dealer primarily engaged in the buying and selling of collectible objects, including but not limited to pieces of furniture or works of art that have high value because of the item's considerable age.

BULLION. Any bar, ingot, or coin comprised of one or more precious metals, including but not limited to gold, silver, platinum, and palladium, and which can be exchanged on the basis of the commodity market price for its metal composition.

DEALER. Any pawnbroker, secondhand dealer, or itinerant dealer, and any principal, employee, agent, or servant thereof, engaged in or conducting business for purchase, sale, barter, exchange, or pawn of gold, silver, platinum, including coins, and precious or semiprecious gems or stones.

ENGAGED IN OR CONDUCTING BUSINESS. The purchase, sale, barter, pawn, or exchange of any item in this section, including the advertising therefor, by any business entity or individual subject to State sales tax.

INTINERANT DEALER. Any dealer as defined herein who engages or has engaged in any temporary or transient business conducted in a shop, room, hotel room, motel room or other premises used for any duration less than thirty (30) consecutive days or used on a temporary basis.

PAWNBROKER. Any person who shall in any manner lend or advance money or other things for profit on the pledge or possession of personal property, or other valuable things, other than securities or written evidences of indebtedness, or who deals in the purchasing

of personal property or other valuable things on condition of selling the same back to the seller at a stipulated price.

CONSIGNMENT DEALER. Any person engaged in the business of buying or selling secondhand goods, excluding consignment of secondhand goods or the sale of secondhand goods donated without compensation. This definition shall include the use of any automated or camera-enabled kiosk used to purchase secondhand goods from a seller without the buyer's physical presence.

SECONDHAND GOODS. Tangible personal property previously owned by another person, whether used or not, which property, in its present state, possesses utility for the purpose for which it was originally intended.

JUNK DEALER. Any person, firm or corporation who shall keep, maintain, operate, or use any building, lot, parcel of ground or other place for assembling, collecting, dumping, wrecking, storing or keeping of old iron, scrap metal, junked automobiles, machinery and other refuse material for the purpose of recycling, salvage, or sale of such.

MOTOR VEHICLE JUNKYARD. Any place, parcel or tract of ground, wherein or whereon there is assembled or brought together six or more used, damaged, obsolete, worn out or discarded motor vehicles for the purpose of stripping, wrecking, disassembling or otherwise reducing the vehicles into their several component parts for the purpose of salvaging the materials or parts thereof.

TANGIBLE PERSONAL PROPERTY. Items including: items made in whole or in part of gold, silver, platinum, copper or other precious metals; items containing or consisting of precious or semiprecious gemstones or other polished stones used for decoration or jewelry; articles with serial numbers, model numbers, or other identifying marks, including, but not limited to appliances, tools, radios, stereo equipment, radar detectors, televisions, cellular phones, video recorders, camcorders, video equipment, computers, computer equipment and accessories, digital music recorders and players, and cameras, but not including clothes washers, clothes dryers, refrigerators, and auto parts; musical instruments; rifles, shotguns, handguns, and other firearms; movie cassette tapes and discs, music cassette tapes and discs, record albums, computer software and diskettes, and video game cartridges; and any other item of value, except: one or more coins collected or exchanged for their numismatic value, where the scarcity, historical significance, quality, and other unique factors determine the market value of a coin rather than the commodity price of the metals that comprise it; and books and textbooks.

TRANSACTION. Any purchase, sale, barter, pawn, or exchange of any item.

§ 117.002 PERMIT REQUIRED.

(A) A pawnbroker or dealer as defined above must apply for and obtain a dealer's annual permit prior to being engaged in or conducting business as a dealer. Such permit shall be posted conspicuously in each place of business named therein.

(B) Itinerant dealers must register with the City of Marshalltown Police Department before engaging in or conducting business each time that such dealer is in the City of Marshalltown to conduct business.

§ 117.003 APPLICATION.

(A) To obtain a dealer's permit a dealer shall file a written, sworn application on a form provided by the City Clerk signed by the applicant if an individual, by all partners if a partnership, and by the president if a corporation, with the City Clerk showing:

(B) The name or names of the principals, agents, and employees of the applicant's business during the time that it is proposed that such business will be carried on in the City of Marshalltown; the local address or addresses of such person or persons while engaged in such business; the permanent address or addresses of such person or persons; the capacity in which such person or persons will act (as proprietor, agent, employee or otherwise); the name and the address of the person, firm or corporation for whose account the business will be carried on, if any; and if a corporation, under the laws of what state it is incorporated;

(C) The place or places in the City of Marshalltown where it is proposed to carry on the applicant's business, and the length of time during which it is proposed that said business shall be conducted;

(D) The place or places, other than the permanent place of business of the applicant, where the applicant within the six (6) months next preceding the date of said application conducted an itinerant business, stating the nature thereof and giving the post office and street address of any building or office in which such business was conducted;

(E) A brief statement of the nature and character of the advertising done or proposed to be done in order to attract customers; and

(F) Credentials from the person, firm or corporation for which the applicant proposed to do business, authorizing the applicant to act as such representative.

§ 117.004 FEE REQUIREMENT.

Every application for a dealer's annual permit shall be accompanied by the application fee. The fee for a dealer's annual permit shall be in such amount as is set by the City Council.

§ 117.005 ISSUANCE.

Upon receipt of an original application for a permit, the City Clerk shall forward the application to the Chief of Police or their designee, who shall investigate and shall submit a written report on the applicant as to the truth of the facts averred in the application and a recommendation to the City Clerk as to the approval of the permit.

Applications will also be forwarded to the Zoning Administrator for compliance review with the zoning ordinance. Certain uses may require a Special Use Permit which extends the review period.

No permit shall be issued to any applicant who has been convicted of the offense of receiving stolen goods, burglary or robbery, or to a person who has been convicted of a financial crime more serious than a simple misdemeanor, or to a person who has been convicted of any felony, nor shall any permit be issued to any applicant whose employees, co-owners or business partners have been convicted of the offense of receiving stolen goods, burglary or robbery, or convicted of a financial crime more serious than a simple misdemeanor, or convicted of any felony. However, the prohibition against applicants who are felons or against employees, partners, or other persons involved in the business who are felons obtaining a permit shall not apply to a felon whose citizenship rights, including the right to possess firearms, have been fully restored by the Governor.

Within 10 business days of the completion of the review, the City Clerk shall issue a dealer's permit or refuse to do so for reasons including but not limited to the following:

- (A) Fraud, misrepresentation or false statement of material or relevant facts contained in the application; or
- (B) That the applicant has engaged in a fraudulent transaction or enterprise; or
- (C) That the applicant has engaged in a pattern of criminal activity, fraud, misrepresentation or false statement of material or relevant facts contained in the application; or
- (D) Zoning code violation.

§ 117.006 APPEAL.

If the City Clerk denies an application for a dealer's permit, the City Clerk shall mail to the applicant, by certified mail, a written statement of the decision with a brief statement of the reason(s) therefore. An appeal from the decision of the City Clerk may be made in writing to the City Administrator, or their designee, within ten (10) days of the receipt of the decision. The written appeal shall state the specific grounds for the appeal. The City Administrator, or designee, shall hold a hearing within a reasonable time from the receipt of the appeal. At the hearing, the applicant or permit holder may be represented by counsel, may cross-examine witnesses and may present evidence in his or her favor. The City Administrator or designee, may grant or deny the appeal. That decision shall be final.

§ 117.007 EXPIRATION.

A dealer's permit shall expire on December 31st of the year in which it is issued. If a dealer's business is discontinued, moved, or sold within one (1) year after issuance, the dealer's permit expires and a new permit must be obtained before the dealer's business is recommenced. The dealer's annual permit is a personal privilege and shall not be transferable, nor shall there be a partial refund of the application fee where the permit holder discontinues his business prior to December 31st of the year in which the permit was issued.

§ 117.008 REVOCATION.

Any dealer's permit may be revoked by the City Administrator, or Administrator's designee after notice and hearing if it is found that the dealer has knowingly violated any provision of this section. The City Administrator shall mail to the permit holder, by certified mail, a written notice of the hearing twenty (20) days before the hearing date. The notice shall set forth the grounds of the proposed revocation and the time and place of the hearing. At the hearing the permit holder may be represented by counsel, may cross-examine witnesses, and present evidence in his or her favor. The decision of the City Administrator, or Administrator's designee, shall be final.

§ 117.009 RECORDS OF TRANSACTIONS AND RETENTION OF PURCHASES.

(A) Records. The City of Marshalltown Chief of Police shall designate an Internet-based property tracking service. Every dealer, itinerant dealers excepted, shall report each transaction of secondhand goods and tangible personal property within twenty-four (24) hours of the transaction to the Internet-based tracking service. The record of each transaction shall include:

- (1) an accurate and detailed account of the sale, purchase, pawn, trade, or exchange;
 - (2) serial and model numbers, a transcription of any engraving or other identifying labels, marking, or writings located on the item, the brand name and model name;
 - (3) the titles of any movie cassette tapes or discs and computer software;
 - (4) the titles and artist names of any musical cassette tapes, discs, and albums;
 - (5) the number and description of any decorative precious or semiprecious gems, stones, or jewelry;
 - (6) the amount paid, advanced, or loaned for each item;
 - (7) the date and time of the transaction;
 - (8) a clear and recognizable digital photograph of each item, which shall only be required if the item lacks a serial or model number; and
 - (9) a description of the person selling, purchasing, pawning, trading, or exchanging the item, which description shall include the person's first and last name, address of residence, date of birth, sex, and driver's license or state issued identification card number including the state.
- (B) Itinerant dealers. Every itinerant dealer shall record transactions according to one of the following methods, which records shall consist of the information in sections 117.007 A above:
- (1) keep and maintain a physical record book of transactions, which record book shall be presented to the Police Department for inspection and photocopying before the itinerant dealer leaves the City of Marshalltown; or
 - (2) report transactions to the Internet-based property-tracking service designated by the City of Marshalltown Chief of Police.
- (C) Antique dealer. Every antique dealer shall be exempt from the recording, reporting, and retention requirements of this Section.
- (D) Transactions Exempt From Reporting. Any transaction of the following shall not be required to comply with the reporting and retention requirements of this Section:
- (1) Any transaction of goods at a garage sale, yard sale, or estate sale, which shall be construed as the infrequent, periodic sale of miscellaneous household or personal articles on the premises of a private residence;
 - (2) Any consignment transaction of secondhand goods or the sale of secondhand goods donated without compensation;
 - (3) Any transaction of goods at an auction.
- (E) Retention of Items. No dealer shall sell, deliver, melt, change the form of, or dispose of any item subject to this Section of the Code of Ordinances within ten (10) days of the acquisition of such item unless one of the following exceptions is met:
- (1) Permission to do so is granted in writing by the City of Marshalltown Chief of Police or the Chief's designee;
 - (2) A pawned item is returned to the person who pawned the item within the ten (10) day retention period pursuant to the agreed upon terms; or
 - (3) The item is bullion.
 - (4) The City of Marshalltown Chief of Police or the Chief's designee may inspect all items for which a request to dispose has been granted before the end of the ten (10) day retention period.

§ 117.010 INSPECTION OF PREMISES. Every dealer shall admit any police officer to its premises during its regular business hours to examine articles purchased or received; and to search for and to take into possession any article known by that officer to have been reported missing or known or believed by the officer to have been stolen.

§ 117.011 PROHIBITIONS.

(A) No dealer shall conceal, secrete, or destroy for the purpose of concealing, any item purchased or acquired by the dealer for the purpose of preventing identification thereof by a police officer or any person claiming to own the same.

(B) It shall be unlawful for any dealer in the course of the dealer's business or occupation to acquire, by purchase, barter, exchange, or pawn, any goods from any person under eighteen (18) years of age.

(C) It shall be unlawful for any dealer to acquire, by purchase, barter, exchange or pawn, items bearing evidence of a serial number which has been tampered with or scratched or obliterated in any manner unless such person immediately contacts the Marshalltown Police Department.

(D) It shall be unlawful for any dealer to acquire, by purchase, barter, exchange or pawn, any items prior to examining photo identification with a physical description of the person selling, bartering, exchanging or pawning said articles.

(E) It shall be unlawful for any dealer to intentionally misrepresent or falsify any record of an item, seller, or transaction required to be reported to the Marshalltown Police Department under this chapter.

(F) It shall be unlawful for any junk dealer, or employee, to junk any electric battery or other receptacle containing acid, except by emptying said acid in a pit in the ground in said lot, said pit to be of sufficient depth and width to prevent escape of said acid.

§ 117.099 VIOLATIONS.

Violations of the provisions of this chapter shall constitute municipal infractions punishable as provided in § 10.999 of this code of ordinances including but not limited to the imposition of civil penalties and/or requests for injunctive relief. After a written notice of such violation, each day a violation is permitted to exist beyond the expiration of the time designated on said notice shall constitute a separate offense.

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 in 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 —

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 20, 2022
RE: RFP Process for Sale of Lots

I have been in contact with two parties in regards to two lots owned by the City and a desire to purchase those lots for the purposes of putting a house on the property. After borrowing a bid document from the City of Washington, Iowa, and making changes in conjunction with legal counsel, I am proposing the City Council solicit bids on 503 Woodbury and 406 West Linn Street using the attached processes for accepting sealed bids.

This process follows the policy on the sale of real property by utilizing the sealed bid process, but takes more than purchase price into consideration. The policy states that equity, fair market value, highest and best use, and taxable value are criteria to be taken into consideration in the sale of real property. This is the first time (outside of an urban renewal area) that we are seeking to use a combination of the criteria to dispose of the property.

If the Council approves of using this process and the attached documents for the sale of 503 Woodbury and 406 West Linn Street, I would appreciate a motion directing staff to issue the bid documents. The current timeline has the bids due in time to get something on the July 11th agenda for discussion or setting a public hearing if only one bidder per property.

City Council

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



MARSHALLTOWN

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Fax - (641) 754-5717

Sale of Residential Lot 406 West Linn Street

The City of Marshalltown, Iowa, will accept bids on the Wednesday, July 6, 2022, at 10:00 A.M. CST for the following described real property ("Property") located in Marshall County, known as 406 West Linn Street and legally described as the following:

LOT 3, BLOCK 8, RICE'S ADDITION TO THE TOWN OF MARSHALL,
MARSHALL COUNTY, IOWA

The property is 60 feet wide by 180 feet deep. It is zoned as Medium Density-Residential. The property was acquired from the owner, with the all utility services removed and the structure demolished in 2021.

Sealed bids are due on or before July 6, 2022, at 10:00 AM CST, in the office of the City Clerk, City Hall, 24 North Center Street, Marshalltown, Iowa. Any bid received after the time and date specified shall not be considered. The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve such bidder from any obligation with respect to a submitted bid. Each bid must be submitted on a fully completed bid blank, as provided by the City, in an opaque sealed envelope marked with the Property's address. No faxed or emailed bids will be accepted. Bids will be opened immediately following the deadline. Anyone submitting a bid for the Property must agree in writing to meet the conditions set by the City of Marshalltown concerning the uses of the Property.

The Marshalltown City Council will discuss the bids received at July 11, 2022, City Council meeting. At that time, the City Council may accept a bid and award the sale of the Property to the bidder whose application is the most advantageous to the citizens of the City, as determined by the City Council, or the City Council may reject any or all bids in its sole discretion. The City Council reserves the right to waive any discrepancies or technicalities associated with any bid.

Sale of Lot & Construction

The Property being sold is available due to an enforcement action or voluntary relinquishment of the Property to the City of Marshalltown. The City has cleared the property and removed all known construction debris. Gas, electric, water and sewer services have been discontinued. The Property is being sold "AS IS". No survey has been performed, so the bidder should carefully inspect the Property prior to making a bid on the Property.

City Council

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



The Property will be conveyed to the successful purchaser by quit claim deed with right of reversion. If an abstract is requested, the Purchaser must furnish this at their own expense. Closing shall take place within 60 days of award of the Property to the chosen bidder. The entire bid price will be due and payable at closing. All bids must be cash transactions and may not be conditioned on financing.

Bids shall be considered firm offers to purchase the Property and will be held open for a period of sixty (60) calendar days from the above-referenced deadline for submission. If a development agreement prepared by the City and presented to the winning bidder is not executed and submitted to the City within twenty (20) business days of City Council awarding the bid, or if the transaction otherwise fails, the bid will be deemed null and void, and the City Council will proceed to award the bid to the next best bidder as determined by the City Council, reject all bids, or issue a new bid for the Property, in the Council's sole discretion.

The Property is being sold with the sole purpose of encouraging new home construction in infill areas. The Property will not be sold to increase an adjoining landowner's lot size. A new home must be built or moved onto the Property and made suitable for occupancy within 24 months of closing. Extensions to this time limitation may only be granted by specific permission of the City Council. Homes built must be of stick-built or manufactured residential construction, and meet the following requirements:

- 1) If a driveway is installed exiting onto West Linn Street, it must be paved.
- 2) The public sidewalk must be reinstalled per code, which will be required as part of the building permit.
- 3) Homes constructed must conform to all Marshalltown building and zoning codes.

There is no minimum sales price for the lot.

The City has a residential tax abatement available on new construction on a 3, 5- or 10-year sliding scale. If the home to be constructed meets the requirements of the Make Marshalltown Home program through Marshalltown Area Chamber of Commerce, the owner can elect to take the \$10,000 cash incentive in lieu of the tax abatement.

City Council

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



Bid Form – 406 West Linn Street

Describe the intended use for the property, bidder's experience in residential property development and construction, and any other relevant information. Please attach a separate sheet of paper if needed:

Please provide the following information about the residential property to be built:

Square Footage: _____ Construction Cost: _____

Number of Stories: _____ Number of Bedrooms: _____

Type of Home/Number of Units: _____ (Single Family, Duplex, etc.)

My bid for 406 West Linn Street: \$ _____

Please list any local (Marshall County) subcontractors or suppliers:

_____ I acknowledge and agree to all of the requirements detailed in the bid notice and specifically acknowledge and agree to the requirement to complete construction of a home on the Property suitable for occupancy within 24 months.

_____ I acknowledge and agree to fully comply with the requirements of the Marshalltown Code of Ordinances as it may relate to construction activities upon the Property.

_____ I acknowledge and agree the City of Marshalltown has the right to reject any or all bids.

Bidder Information:

Name: _____

Address: _____

Contact Phone: _____

Signature: _____ Date: _____

Please seal your bid in an envelope and submit to the City Clerk, 24 North Center Street, Marshalltown, IA 50158 no later than 10:00 A.M. CST on July 1, 2022.

City Council

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



MARSHALLTOWN

— I O W A —

City Administrator's Office

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

Sale of Residential Lot 503 Woodbury Street

The City of Marshalltown, Iowa, will accept bids on the 1st day of July, 2022, at 10:00 A.M. CST for the following described real property ("Property") located in Marshall County, known as 503 Woodbury Street and legally described as the following:

LOT 5, BLOCK 1, TOWN OF MARSHALL, MARSHALL COUNTY, IOWA

The property is 60 feet wide by 180 feet deep. It is zoned as Medium Density-Residential. The property was acquired from the Marshall County Treasurer's Office as a tax deed. Records indicate the structure was demolished in 2001.

Sealed bids are due on or before July 1, 2022, at 10:00 AM CST, in the office of the City Clerk, City Hall, 24 North Center Street, Marshalltown, Iowa. Any bid received after the time and date specified shall not be considered. The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve such bidder from any obligation with respect to a submitted bid. Each bid must be submitted on a fully completed bid blank, as provided by the City, in an opaque sealed envelope marked with the Property's address. No faxed or emailed bids will be accepted. Bids will be opened immediately following the deadline. Anyone submitting a bid for the Property must agree in writing to meet the conditions set by the City of Marshalltown concerning the uses of the Property.

The Marshalltown City Council will discuss the bids received at July 11, 2022, City Council meeting. At that time, the City Council may accept a bid and award the sale of the Property to the bidder whose application is the most advantageous to the citizens of the City, as determined by the City Council, or the City Council may reject any or all bids in its sole discretion. The City Council reserves the right to waive any discrepancies or technicalities associated with any bid.

Sale of Lot & Construction

The Property being sold is available due to an enforcement action or voluntary relinquishment of the Property to the City of Marshalltown. The City has cleared the property and removed all known construction debris. Water and sewer services have been discontinued. The Property is being sold "AS IS" and no survey has been performed, so the bidder should carefully inspect the Property prior to making a bid on the Property.

City Council

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



The Property will be conveyed to the successful purchaser by quit claim deed with right of reversion. If an abstract is requested, the Purchaser must furnish this at their own expense. Closing shall take place within 60 days of award of the Property to the chosen bidder. The entire bid price will be due and payable at closing. All bids must be cash transactions and may not be conditioned on financing.

Bids shall be considered firm offers to purchase the Property and will be held open for a period of sixty (60) calendar days from the above-referenced deadline for submission. If a development agreement prepared by the City and presented to the winning bidder is not executed and submitted to the City within twenty (20) business days of City Council awarding the bid, or if the transaction otherwise fails, the bid will be deemed null and void, and the City Council will proceed to award the bid to the next best bidder as determined by the City Council, reject all bids, or issue a new bid for the Property, in the Council's sole discretion.

The Property is being sold with the sole purpose of encouraging new home construction in infill areas. The Property will not be sold to increase an adjoining landowner's lot size. A new home must be built or moved onto the Property and made suitable for occupancy within 24 months of closing. Extensions to this time limitation may only be granted by specific permission of the City Council. Homes built must be of stick-built or manufactured residential construction, and meet the following requirements:

- 1) If a driveway is installed exiting onto Woodbury Street, it must be paved.
- 2) The public sidewalk must be reinstalled per code, which will be required as part of the building permit.
- 3) Homes constructed must conform to all Marshalltown building and zoning codes.

There is no minimum sales price for the lot.

The City has a residential tax abatement available on new construction on a 3, 5- or 10-year sliding scale. If the home to be constructed meets the requirements of the Make Marshalltown Home program through Marshalltown Area Chamber of Commerce, the owner can elect to take the \$10,000 cash incentive in lieu of the tax abatement.

City Council

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



Bid Form – 503 Woodbury Street

Describe the intended use for the property, bidder's experience in residential property development and construction, and any other relevant information. Please attach a separate sheet of paper if needed:

Please provide the following information about the residential property to be built:

Square Footage: _____ Construction Cost: _____

Number of Stories: _____ Number of Bedrooms: _____

Type of Home/Number of Units: _____ (Single Family, Duplex, etc.)

My bid for 503 Woodbury Street: \$ _____

Please list any local (Marshall County) subcontractors or suppliers:

_____ I acknowledge and agree to all of the requirements detailed in the bid notice and specifically acknowledge and agree to the requirement to complete construction of a home on the Property suitable for occupancy within 24 months.

_____ I acknowledge and agree to fully comply with the requirements of the Marshalltown Code of Ordinances as it may relate to construction activities upon the Property.

_____ I acknowledge and agree the City of Marshalltown has the right to reject any or all bids.

Bidder Information:

Name: _____

Address: _____

Contact Phone: _____

Signature: _____ Date: _____

Please seal your bid in an envelope and submit to the City Clerk, 24 North Center Street, Marshalltown, IA 50158 no later than 10:00 A.M. CST on July 1, 2022.

City Council

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



MARSHALLTOWN

— I O W A —

City Administrator's Office

Joel Greer, Mayor
Jessica Kinser, Administrator
Alicia Hunter, City Clerk
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To: Mayor Greer and the City Council
From: Jessica Kinser, City Administrator and Geoff Hubbard, Parks & Rec Director
Date: June 21, 2022
RE: Splash Pad Design

The splash pad is one of the projects in the Capital Improvement Plan (CIP) for fiscal year 2023. The project is proposed to be funded with \$500,000 in GO bonds. Since the adoption of the FY23 budget and CIP in March, staff has been learning more about splash pad requirements. We are also awaiting a Destination Iowa grant process for creative placemaking in the Linn Creek District which could help support some of the costs.

Since March, we have received permission from the YMCA to plan for the splash pad in an area north of Mega-10 Park and south of the Aquatic Center. This land is owned by the YMCA and would be subject to a 28E Agreement before we would be able to proceed with a project. This location is ideal due to its proximity to the trail and existing parking at the Aquatic Center, YMCA, and 6th Street Softball Complex. This is also the ideal location because of the chemical requirements of a splash pad. As of now, the City has two Certified Pool Operators who are required to do that daily testing and chemical adjustments. By keeping the splash pad close to the Aquatic Center, we are making the daily testing easier and in one general location.



Another key feature of the location is that it is close to an existing restroom at Mega-10 Park. We have learned that there are specific shower house/bath house will be required based on the square footage of the facility. By already having a bathroom nearby the intended location, there is the ability to build what is needed. It is not recommended to make the bathhouse at the Aquatic Center available as there would be no way to ensure a user did not come into the pool from the bathhouse instead of paying through the front gate. This expense was not calculated in with an initial \$500,000 estimate.

The State has created the Destination Iowa program, and we believe this is a project that will fit the application (not yet available) for the Linn Creek District. This funding source is not likely to support only a splash pad (CAT grant currently supports this type of project), so to include this in the Destination Iowa grant, we need to rethink what a splash pad can be used for outside of recreation. The Arts and Culture Master Plan has presented some unique ideas for connecting with the Burmese community on this project to fit both cultural and recreational needs.

This is a much bigger project than in March, and we need to start the preliminary work to put us in the best position for fundraising and an accurate amount of borrowing. **At this time, we are requesting \$50,000 advance funding of the 2022 GO Borrowing to start the process of preliminary design and cost estimate.** We would issue a Request for Proposal as soon as possible, with intentions of bringing back a contract no later than the August 8th meeting for this work.

City Council

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

