

Public Participation in a City Council Meeting:

The Public Comment portion of the meeting is the time to address the Mayor and City Council on topics not on the agenda. If a member of the public wishes to comment on an item on the agenda, they may do so while that item is being discussed by coming to the microphone and stating your name and address. Comments should be limited to 3 minutes or less and should be addressed to the Mayor and Council as a whole and not individually. Response from elected officials or staff is at the Mayor's discretion.

**CITY OF MARSHALLTOWN COUNCIL AGENDA
CITY HALL COUNCIL CHAMBERS
10 WEST STATE STREET
APRIL 24, 2023, 5:30 PM**

A. CALL TO ORDER**B. PLEDGE OF ALLEGIANCE****C. ROLL CALL**

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

D. 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 meeting laws.

E. MAYOR, COUNCIL AND ADMINISTRATOR COMMENTS**1. YEARS OF SERVICE - APRIL**

- o Sarah Lewis - Police - 10 years

2. PROCLAMATION - ARBOR DAY 4/28

Documents:

[2023-04-28 Arbor Day.pdf](#)

F. CONSENT AGENDA

1. APPROVE MINUTES 04/10/23 MEETING AND BILL LIST
\$1,824,405.55

Documents:

[2023-04-10 SIGNED Council Minutes.pdf](#)
[2023-04-24_BILL LIST Summary.pdf](#)
[2023-04-24_BILL LIST Detail.pdf](#)

2. APPROVE LIQUOR LICENSE RENEWALS
 - o CENTER STREET STATION, 19-21 N CENTER ST
 - o HY-VEE GAS, 808 S CENTER ST
 - o MI RANCHITO MEXICAN GRILL & SEAFOOD, 1010 LINCOLN WAY
 - o VETERANS MEMORIAL COLISEUM, 20 W STATE ST, WITH OUTDOOR SERVICE
3. REAPPOINTMENT OF NICK LONEY TO THE WATER WORKS BOARD OF TRUSTEES, TERM 5/1/23-04/30/29
4. REAPPOINTMENT OF NORMAN BACH TO THE INVESTMENT COMMITTEE, 4 YEAR TERM 4/1/20-4/1/24
5. REAPPOINTMENT OF GARY MCKIBBIN TO THE INVESTMENT COMMITTEE, 4 YEAR TERM 10/24/20-10/24/24
6. REAPPOINTMENT OF BEVERLY WORDEN TO THE INVESTMENT COMMITTEE, 4 YEAR TERM 03/13/22-03/13/26
7. RESOLUTION 2023-079 TO APPROVE THE COOPERATION AGREEMENT BETWEEN THE CITY OF MARSHALLTOWN AND THE THE MUNICIPALITY OF ZDOLBUNIV, UKRAINE

Documents:

[2023-04-24_2023-079_Resolution Approving Cooperation Agreement with Zdolbuniv, Ukraine.pdf](#)
[2023-04-24_2023-079_Cooperation Agreement with Zdolbuniv, Ukraine.pdf](#)
[2023-04-24_2023-079_Letter to City of Zdolbuniv, Ukraine 03.16.23.pdf](#)

8. RESOLUTION 2023-080 APPROVING A QUIT CLAIM DEED TO ESTABLISH CITY OWNERSHIP OF A VACATED ALLEY AT 5 SOUTH 12TH STREET

Documents:

[2023-04-24_2023-080_Resolution Approving Quit Claim Deed for Alley 5 S 12th St.pdf](#)
[2023-04-24_2023-080_Memo Set PH to Convey Alley 5 S 12th St.pdf](#)
[2023-04-24_2023-080_Ordinance No. 8914 Dated 09-06-1955.pdf](#)
[2023-04-24_2023-080_Ten Res 1955-8972 Sale of Alley S 12th St to S 13th St 11.14.55.pdf](#)
[2023-04-24_2023-080_Res 1955-8991 Authorizing Sale of Alley S 12th St to S 13th St 12.12.55.pdf](#)
[2023-04-24_2023-080_Council Minutes 12.12.1955.pdf](#)

9. RESOLUTION 2023-081 SETTING A PUBLIC HEARING FOR THE CONVEYANCE AND TRANSFER OF TITLE TO A PORTION OF VACATED BUT UNCONVEYED ALLEY TO THE TITLE OWNERS 5 SOUTH 12TH STREET, MARSHALLTOWN, IOWA

Documents:

[2023-04-24_2023-081_Resolution Setting PH to Convey Alley to 5 S 12th St.pdf](#)
[2023-04-24_2023-081_Memo Set PH to Convey Alley 5 S 12th St.pdf](#)

10. RESOLUTION 2023-082 SETTING A PUBLIC HEARING FOR THE PROPOSED VACATION OF THE EAST-WEST ALLEY THROUGH THE MILLER MIDDLE SCHOOL PRACTICE FIELD

Documents:

[2023-04-24_2023-082_Resolution Setting PH to Vacate Alley Miller Practice Field.pdf](#)
[2023-04-24_2023-082_Memo MMS Practice Field Alley Vacation.pdf](#)
[2023-04-24_2023-082_Council Proceedings 07-28-1941.pdf](#)

11. RESOLUTION 2023-083 APPROVING THE REAL ESTATE PURCHASE AGREEMENT AND PROVIDING FOR THE CONVEYANCE AND TRANSFER OF TITLE FOR 906 SOUTH 11TH AVENUE FROM THE CITY OF MARSHALLTOWN, IOWA TO DJ NOREM

Documents:

[2023-04-24_2023-083_Resolution Approving Conveyance 906 S 11th Ave.pdf](#)
[2023-04-24_2023-083_Memo Sale of 906 S 11th Ave 03.27.23.pdf](#)
[2023-04-24_2023-083_Purchase Agreement - 906 S. 11th Avenue \(Norem\).pdf](#)
[2023-04-24_2023-083_Request for Sealed Bids 906 S 11th Ave.pdf](#)

12. RESOLUTION 2023-084 APPROVING USE OF COUNCIL-
DESIGNATED LOCAL OPTION SALES TAX NOT-TO-EXCEED
\$12,000 FOR ATTENDANCE AT THE 2023 CO-RESPONDER
CONFERENCE

Documents:

[2023-04-24_2023-084_Resolution Approving LOST for
MPACT Conference.pdf](#)
[2023-04-24_2023-084_Memo MPACT Co Responder
Conference.pdf](#)

G. REPORTS

1. MPACT QUARTERLY UPDATE REPORT

H. RESOLUTIONS

1. RESOLUTION 2023-085 SETTING DATE AND TIME FOR
ANNUAL TRICK-OR-TREAT NIGHT IN THE CITY OF
MARSHALLTOWN

Documents:

[2023-04-24_2023-085_Resolution to Set Annual
Trick-or-Treat Night.pdf](#)

2. RESOLUTION 2023-086 APPROVING ACKNOWLEDGEMENT OF
CONSTRUCTION TERMS FOR 21 WEST MAIN STREET AND 23
WEST MAIN STREET AS PART OF THE DOWNTOWN
REVITILZATION GRANT AND COMMITTING COUNCIL-
DESIGNATED LOCAL OPTION SALES TAX FOR THE OWNER
CONTRIBUTIONS

Documents:

[2023-04-24_2023-086_Resolution Approving LOST 21
and 23 W Main St DTR.pdf](#)
[2023-04-24_2023-086_Memo Approving LOST 21 and
23 W Main St DTR.pdf](#)
[2023-04-24_2023-086_Construction Terms Agreement
- 21 W Main St.pdf](#)
[2023-04-24_2023-086_Construction Terms Agreement
- 23 W Main St.pdf](#)

3. RESOLUTION 2023-087 ACCEPTING BID AND AUTHORIZING
THE AWARD OF CONTRACT FOR THE MARSHALLTOWN
FAÇADE REHABILITATION PROJECT #ECO21002 IN THE CITY
OF MARSHALLTOWN, IOWA CONCURRENTLY WITH CHANGE
ORDER #1 IN THE AMOUNT OF \$989,457

Documents:

[2023-04-24 2023-087 Resolution Accepting Bid](#)

[Marshalltown Facade Rehab.pdf](#)
[2023-04-24_2023-087_Memo DTR Facade Rehab Project.pdf](#)
[2023-04-24_2023-087_ECO 21-002 DTR Contract_Unsigned.pdf](#)
[2023-04-24_2023-087_ECO 21-002 DTR Change Order 1.pdf](#)

4. PUBLIC HEARING AND RESOLUTION 2023-088 APPROVING
FY24 CONSOLIDATED TRANSIT FUNDING APPLICATION FOR
THE MARSHALLTOWN MUNICIPAL TRANSIT PROGRAM

Documents:

[2023-04-24_2023-088_Resolution Approving FY24 Transit Funding.pdf](#)
[2023-04-24_2023-088_Transit Memo Transit Funding FY24.pdf](#)
[2023-04-24_2023-088_PH Notice FY2024 Consolidate Transit Funding Application.pdf](#)
[2023-04-24_2023-088_Transit FY24 Certifications and Assurances.pdf](#)

I. DISCUSSION

1. DISCUSSION - 13TH STREET SIDEWALK REPAIR REQUEST

Documents:

[Memo- 13th Street Sidewalks.pdf](#)
[20230324 13th Sidewalk-R PLAN \(3\).pdf](#)
[20230324 13th St Sidewalk Lifting Estimate.pdf](#)

2. DISCUSSION - WATER PLAZA CONCEPT AND COST ESTIMATE

Documents:

[2022-12-22_Combined DRAFT Water Plaza MP Packet_Reduced.pdf](#)

3. DISCUSSION- RIVERVIEW PARK MASTER PLAN AND
STORMWATER DETENTION

Documents:

[2022-04-13 Riverview Park Master Plan-Graphics.pdf](#)
[Riverview Park - Exhibit A.pdf](#)

4. DISCUSSION- EAST MAIN STREET DESIGN PROCESS

Documents:

[Memo- East Main Street Design.pdf](#)
[2022-11-14_2022-308_SIGNED Agreement for Professional Services-Main St Reconstruction.pdf](#)

J. ADJOURNMENT

MISSION STATEMENT

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

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



PROCLAMATION

BY MAYOR JOEL GREER

WHEREAS, in 1872, the Nebraska Board of Agriculture established a special day to be set aside for the planting of trees, and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

WHEREAS, Arbor Day is now observed throughout the nation and the world, and

WHEREAS, trees can be a solution to combating climate change by reducing the erosion of our precious topsoil by wind and water, cutting heating and cooling costs, moderating the temperature, cleaning the air, producing life-giving oxygen, and providing habitat for wildlife, and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products, and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

WHEREAS, trees — wherever they are planted — are a source of joy and spiritual renewal.

NOW, THEREFORE, BE IT RESOLVED, that I, Mayor Joel Greer of the City Marshalltown, Iowa, do hereby proclaim April 28, 2023, as

“Arbor Day”

In the City of Marshalltown, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.



IN WITNESS WHEREOF, I have hereunto set my hand and caused my seal to be affixed on this 24th day of April 2023.



Joel Greer, Mayor
City of Marshalltown

COUNCIL PROCEEDINGS
APRIL 10, 2023

Mayor Greer called the meeting to order at 5:30 pm, April 10, 2023, 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.

PUBLIC COMMENT

Linda Clark, 306 S 2nd Ave, recommended the City implement solar power stop signs with flashing lights, licensing of dogs and cats in the community, and reminded trail users to clean up after their pets. Jim Shaw, 522 N 2nd St, continued his comments on vicious dogs and reviewed the current ordinance protocols.

MAYOR, COUNCIL, ADMINISTRATOR COMMENTS

Councilor Thompson asked that staff and other councilors keep track of the calls regarding the speed limit change on Lincolnway. Mayor Greer had a moment of silence in honor of retired police Captain Brian Batterson who recently passed. Geoff Hubbard, Parks and Recreation Director was recognized for the Slattery/Trueblood Professional Award from the Iowa Parks & Recreation Association.

CONSENT AGENDA

Motion by Thompson, second by Walker to adopt the consent agenda, less items 1 and 5: APPROVE LIQUOR LICENSE RENEWALS FOR ADELINA'S GRILL, 101 N CENTER ST, DOLLAR GENERAL #2019, 408 S 9TH ST, ELMWOOD COUNTRY CLUB, 1734 COUNTRY CLUB LANE, WITH OUTDOOR SERVICE, HY-VEE FOOD & DRUGSTORE, 802 S CENTER ST, HY-VEE PARTY ROOM, 802 S CENTER ST, LA CARRETA MEXICAN GRILL, 308 IOWA AVENUE E, WITH OUTDOOR SERVICE, SMOKIN' G'S BBQ RESTAURANT AND CATERING, 25 W MAIN ST, ZAMORA FRESH MARKET, 4 EAST MAIN ST; APPROVE CIVIL SERVICE NEW HIRE LISTS FOR POLICE OFFICER & TRANSIT OPERATOR; RECEIPT OF BUILDING & TRADE PERMIT REPORT - MARCH 2023; RESOLUTION 2023-068 APPROVE THE CODE BUILDING UPGRADE GRANT APPLICATION FOR 119 E. MAIN STREET, MARSHALLTOWN, IOWA; RESOLUTION 2023-069 TO APPROVE THE FAÇADE GRANT APPLICATION FOR 119 E. MAIN STREET, MARSHALLTOWN, IOWA; RESOLUTION 2023-070 APPROVE THE FAÇADE GRANT APPLICATION FOR 123 E. MAIN STREET, MARSHALLTOWN, IOWA. Motion carried 7-0.

Motion by Schneider, second by Kell to APPROVE MINUTES 03/27/23 MEETING AND BILL LIST \$1,756,147.37. Motion carried 7-0.

Motion by Schneider, second by Walker to adopt RESOLUTION 2023-067 DELAYING ACCEPTING OF BID AND AWARD OF CONTRACT FOR THE MARSHALLTOWN FAÇADE REHABILITATION PROJECT #ECO21002 IN THE CITY OF MARSHALLTOWN, IOWA. Motion carried 7-0.

RESOLUTIONS

Motion by Schneider, second by Isom to adopt RESOLUTION 2023-071 TO AMEND THE STORM WATER UTILITY RATE CREDIT POLICY FOR THE CITY OF MARSHALLTOWN.

Heather Thomas, Public Works Director, advised the amendment adds a Level 6 option that would allow for a property that discharges a portion of the storm water generated outside of the city limits without reentering, a property split allowing a partial credit. Motion carried 7-0.

Motion by Ladehoff, second by Isom to approve RESOLUTION 2023-072 SUPPORTING AND AUTHORIZING THE APPLICATION FOR THE HUD LEAD-BASED PAINT HAZARD REDUCTION PROGRAM GRANT FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT. Michelle Spohnheimer, Housing & Community Development Director, advised the City has administered a lead grant since April 2003 totaling \$16,195,830 in federal funding. This application would have a maximum award of \$5 million for a 4-year period with the possibility of an additional \$700,000 in healthy home supplement funding. A 10% matching contribution is required which comes from various sources. Motion carried 7-0.

Mayor Greer opened a public hearing at 6:05 pm for APPROVING THE FY2023-FY2027 CAPITAL IMPROVEMENT PLAN. No written or oral comments were received. Jessica Kinser, City Administrator, advised FY23 has been re-estimated and some future projects will need adjusting as borrowing is discussed in August. The public hearing was closed at 6:06 pm. Motion by Ladehoff, second by Schneider to approve RESOLUTION 2023-073 APPROVING THE FY2023-FY2027 CAPITAL IMPROVEMENT PLAN. Motion carried 7-0.

Mayor Greer opened a public hearing at 6:07 pm for ADOPTING THE BUDGET AND CERTIFYING TAXES FOR THE FISCAL YEAR ENDING JUNE 30, 2024 AND RELATED TRANSFERS BETWEEN FUNDS. No written comments were received. Public comment: Mark Eaton, 1007 S 10th Ave stated with inflation our properties have gone up and so have our taxes and now the city wants to raise taxes even more and he doesn't think the rate should be raised. Doris Kinnick, 2020 Catalina Place, thinks the tax levy could be lower than \$16 and should be reconsidered. Lyle Hineman, 2804 Arnold Dr, feels the council needs to address needs not wants, and consider more than 25% of our residents are below the poverty level. Diana Steiner, Finance Director, advised the proposed levy rate is \$16 per \$1,000 of valuation on regular property and \$3.00375 on agricultural land. The formal budget amendment for FY23 will be addressed at a later date. The public hearing was closed at 6:12 pm. Motion by Schneider, second by Isom to approve RESOLUTION 2023-074 ADOPTING THE BUDGET AND CERTIFYING TAXES FOR THE FISCAL YEAR ENDING JUNE 30, 2024 AND RELATED TRANSFERS BETWEEN FUNDS. Motion carried 6-1, Thompson dissenting.

Mayor Greer opened a public hearing at 6:13 pm for PROVIDING FOR THE CONVEYANCE AND TRANSFER OF TITLE OF CITY OWNED LAND TO CYNTHIA LEWIS, 1021 SOUTH 5TH AVENUE. No written or oral comments were received. Jessica Kinser, City Administrator, advised Ms. Lewis requested to purchase approximately 30 feet of city property to combine with her property at 1021 S 5th Ave and an affidavit of non-severability would be required. The public hearing was closed at 6:13 pm. Motion by Ladehoff, second by Kell to approve RESOLUTION 2023-075 PROVIDING FOR THE CONVEYANCE AND TRANSFER OF TITLE OF CITY OWNED LAND TO CYNTHIA LEWIS, 1021 SOUTH 5TH AVENUE. Motion carried 6-1, Schneider dissenting.

Mayor Greer opened a public hearing at 6:14 pm for PROVIDING FOR THE CONVEYANCE AND TRANSFER OF TITLE OF CITY OWNED LAND TO ELENOR L. AND MARCIA A. HERNANDEZ. No written or oral comments were received. Jessica Kinser, City Administrator, advised the city owns 107 E Lincoln St which is to be demolished but shares a garage with 109 E Lincoln St. This would convey the south 40 feet of the parcel to them to maintain the garage. The public hearing was closed at 6:15 pm. Motion by Ladehoff, second by Schneider to approve RESOLUTION 2023-076 PROVIDING FOR THE CONVEYANCE AND TRANSFER OF TITLE OF CITY OWNED LAND TO ELENOR L. AND MARCIA A. HERNANDEZ. Motion carried 7-0.

Mayor Greer opened a public hearing at 6:16 pm for PROVIDING FOR THE CONVEYANCE AND TRANSFER OF TITLE FOR 503 BROMLEY STREET FROM THE CITY OF MARSHALLTOWN, IOWA TO RAYMOND JACKSON. No written or oral comments were received. Jessica Kinser, City Administrator, advised the high bid was \$601. The public hearing was closed at 6:16 pm. Motion by Kell, second by Schneider to approve RESOLUTION 2023-077 PROVIDING FOR THE CONVEYANCE AND TRANSFER OF TITLE FOR 503 BROMLEY STREET FROM THE CITY OF MARSHALLTOWN, IOWA TO RAYMOND JACKSON. Motion carried 7-0.

Mayor Greer opened a public hearing at 6:17 pm for PROVIDING FOR THE CONVEYANCE AND TRANSFER OF TITLE FOR 503 WOODBURY STREET FROM THE CITY OF MARSHALLTOWN, IOWA TO RAYMOND JACKSON. No written or oral comments were received. Jessica Kinser, City Administrator, advised the high bid was \$601. The public hearing was closed at 6:17 pm. Motion by Schneider, second by Ladehoff to approve RESOLUTION 2023-078 PROVIDING FOR THE CONVEYANCE AND TRANSFER OF TITLE FOR 503 WOODBURY STREET FROM THE CITY OF MARSHALLTOWN, IOWA TO RAYMOND JACKSON. Motion carried 7-0.

Mayor Greer opened a public hearing at 6:18 pm for PROVIDING FOR THE CONVEYANCE AND TRANSFER OF TITLE FOR 906 SOUTH 11TH AVENUE FROM THE CITY OF MARSHALLTOWN, IOWA TO DJ NOREM. No written or oral comments were received. Jessica Kinser, City Administrator, advised a resolution and development agreement will come forward to a future meeting outlining the requirements to build an accessory building which will require an affidavit of non-severability. The public hearing was closed at 6:19 pm.

DISCUSSION

Jessica Kinser, City Administrator, presented the first quarter Strategic Plan update outlining the projects that have been completed or are underway.

Councilor Ladehoff presented a discussion on moving Trick or Treat night (Beggar's Night) from 10/31 to the last Saturday of October and requesting all truck or treat events be held on a different night to encourage door-to-door trick or treating in the community. Public comment: Denise Bacon, 1749 Prairie Ave, would love to see this change happen and extend the time to 2 hours as she works with Veterans who were so disappointed they didn't have any trick-or-treaters last year. Doris Kinnick, 2020 Catalina Place, agrees this would be a good change. Motion by Ladehoff,

second by Thompson to bring forward a resolution to set Trick or Treat annually on the last Saturday of October from 5-7 pm. Motion carried 7-0.

ADJOURNMENT

The meeting adjourned at 6:33 pm.

Respectfully Submitted,



Alicia Hunter, City Clerk

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

BILL LIST 04/24/23

Consulting & Professional Fees

Bernie.Lowe/1	261.28
Bolton&Menk.Inc/8	61,657.00
Construct/1	144,621.87
FifthThird Bank/1	20.00
Foth Infrastruc/1	22,885.00
FOX Strand/1	47,584.63
Health.Partners/1	12,074.01
Lynch.Dallas.PC/7	5,516.50
MarshallCo.Abst/1	492.00
Stone.Environment/1	2,200.00
WHKS.Co/3	5,908.56
YSS Grants Bill/4	18,640.77

Contracts

A-1.Pest/2	65.00
Amrca.Test.Ctr/9	3,440.00
BDH/5	1,092.00
CIRO.DIIORIO LLC/2	32,970.00
City.Laundering/1	10.93
Construct/1	57,058.99
CSW Srv Gen Con/2	17,513.40
Envisionware/1	2,315.00
IAInspections/1	3,950.00
Impact.7G.Inc/2	16,397.61
Marsh.Co.Landfi/14	1,269.05
Mtwn.Aviation/2	4,416.00
Nagle.Signs/1	8,488.57
Premier.Equip/1	299.12
RDG.Planning/1	1,520.19
Safe Building/1	7,680.00
Schendel.Pest.C/1	49.05
Schumacher.Elev/2	476.68
Servicemaster/1	1,847.00
Sign.Creations/1	90.00
TOP.NOTCH.TREE./1	650.00
Tyler.Technolog/2	2,700.00
WRH Inc/1	193,325.00

Debt Service

UMB.Bank.NA/1	600.00
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Equipment

BDH/1	10,627.03
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Library Books

Baker.Taylor/20	1,483.07
BRODART.CO/5	987.51
City.Ames/1	12.95
Cengage.Learn/11	543.77
CenterPoint.Prn/1	189.96
MicroMarketing./3	164.97
OVERDRIVE,INC./6	958.57
Playaway Prod/2	77.23
ZOOBEAN,INC/1	3,833.01

Medical

Bernie.Lowe/3	4,435.67
Health.Partners/11	268,984.60

Lifeworks.Us/1	1,221.69
Occ.Med.Plus/2	264.00

Payroll.Net

Payroll/1	316,195.63
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Rebates

Menards/3	-70.05
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Refund/Reimbursed

Baker.Taylor/7	178.94
BRODART.CO/2	636.13
Cedar Falls Lib/1	10.00
Cengage.Learn/1	50.23
CenterPoint.Prn/1	46.74
Freese, Kristy/1	25.12
Hawkins,Barbara/1	31.40
Hutchens, Barry/1	31.95
Lincoln Towers/1	104.95
Wahl, Lindsey/1	59.95

Service/Repairs

Affektive.Softw/1	489.32
Airgas.U.S.A./1	86.48
Arnold.Motor/2	14.70
BG.HVAC,INC/1	211.59
Blake, Tom/2	15,950.00
Century.Link/76	1,087.47
Centurylink.Id/5	10.01
Cert.Pwr.Inc./1	535.50
Cntrl.St.Roof/1	898.47
Devig,T/2	3,573.30
Ed.M.Feld.Eq/1	2,600.00
Fexsteve Ltd Co/2	10,800.00
FrndGrimesLib/1	225.00
Gale-Hazen,K/1	165.00
Gentry,S/2	97,374.00
Global Paymt/1	423.84
Heart.of.Iowa/3	862.26
I.C.A.P./1	1,541.00
Inteconnect.Inc/1	494.00
Iowa Hose Co/1	1,530.00
Language.Line.S/1	1,553.81
Mediacom/1	413.86
Menards/7	845.45
Mobotrex.Inc/1	270.00
Mtwn.Aviation/1	30.05
Munic.Pipe.Tool/1	117,617.81
Mustaine's Tow/2	316.00
Occ.Med.Plus/3	358.00
Pitney.Bowes/1	1,906.84
Racom.Corp/2	468.75
Rubenbauer,Jodi/1	550.00
Sign.Creations/1	400.00
T.S.Y.S./4	322.82
Vajgrt.R/1	70.00
Vasquez, Guadal/1	62.00
WW.Grainger/6	936.88

BILL LIST 04/24/23

Supplies/Parts

Airgas.U.S.A./1	298.50
Arnold.Motor/19	1,724.06
Atticus Enter/1	8,349.00
Baker.Taylor/7	607.84
Barco.MuniProd/2	1,676.38
BDH/1	53.95
Bound.Tree.Medi/1	93.55
Browns.Shoe.Fit/1	126.00
City.Laundering/4	98.08
Cntrl.IA.Machin/1	1,098.00
Consolidated.Wa/1	1,843.94
CTI Ready Mix/4	1,489.50
Diamond Vogel/3	127.47
Doll Distrib/1	562.50
Environ.Resourc/1	423.10
Fastenal.Co/1	16.60
Galls.LLC/14	1,652.83
Grimes.Asphalt/1	2,297.60
Inland.Truck/1	1,843.88
Interstate Batt/6	1,495.95
Iowa Hose Co/1	2,013.16
Jensen.Inc/5	2,650.68
Knox. Co/1	799.00
LIBRARY.STORE/3	1,269.72
Macqueen.Equip/1	698.63
Marsh.Co.Engr/25	21,222.05
Menards/15	904.19
Midland.Scienti/2	400.63
Motorola Solut/5	14,003.00
Nelson.Fab/1	281.70
Northern.Lights/1	214.78
Nutrien.Ag.Sol/1	1,684.00
OMG.Midwest/2	2,608.48
Optical.Center/1	25.00
Oreilly.Automot/1	37.99
Plumb.Supply/3	303.36
Racom.Corp/2	4,420.65
Reliant.Fire.Ap/2	158.55
Rockford Riffin/1	1,406.43
ROSENBLUM,S/1	275.11
SE.Jones.Indust/1	495.70
ShoBiz,Minutema/4	177.65
Sign.Creations/1	935.00
STAPLES/1	380.85
Streichers.Inc/1	34.00
Thiesens.Supply/11	1,285.45
Vajgrt.R/3	195.18

Travel/Training

Hy-Vee Johnston/1	2,361.52
Markle, William/1	357.00
Solorio, Jose/1	366.75

Utilities

Alliant.Energy/42	46,765.09
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Mtwn.Aviation/1	62.50
Mtwn.Wtrwrks/1	862.09
New.CenturyFS/2	3,762.70
WoodRiver.Enrgy/3	2,407.64

Wage Assignment

American.Educa./1	64.41
Collection.Svs./10	2,069.22
Colonial.Life/1	321.13
Fidelity.Securt/2	421.06
I.R.S./6	85,115.44
IA.Treasurer/2	16,245.25
ICMA457Mission/12	15,695.71
Thiesens.Supply/1	52.09
TotalAdmin.Serv/4	6,551.84

Total/574 1,824,405.55

BILL LIST 04/24/23

Account Number	Vendor Name	Description (Item)	Amount
610.8016.5342.000	A-1 PEST CONTROL	Sewer dept services	\$ 39.00
740.8065.5342.000	A-1 PEST CONTROL	Sewer dept services	\$ 26.00
001.4045.5280.000	Affektive Software LLC	Parks subscription 5/1/23-4/30/24	\$ 489.32
110.2010.5380.000	AIRGAS USA, LLC	rentals	\$ 86.48
110.2010.5600.000	AIRGAS USA, LLC	Acetylene & oxygen gas	\$ 298.50
001.1030.5481.000	ALLIANT ENERGY	2801 S 12th St EMG Sirens	\$ 21.84
001.4010.5481.000	ALLIANT ENERGY	Library - 105 W Boone St	\$ 2,759.53
001.4030.5481.000	ALLIANT ENERGY	RIVERVIEW PARK EAST SIDE	\$ 82.70
001.4030.5481.000	ALLIANT ENERGY	402 Woodland St BATH HOUSE	\$ 179.30
001.4030.5481.000	ALLIANT ENERGY	801 WOODLAND ST SHOP	\$ 26.46
001.4030.5481.000	ALLIANT ENERGY	602 W Merle Hibbs Blvd	\$ 19.07
001.4030.5481.000	ALLIANT ENERGY	JUDGE PARK	\$ 19.07
001.4030.5481.000	ALLIANT ENERGY	802 S 3rd St Skate Park	\$ 17.09
001.4030.5482.000	ALLIANT ENERGY	402 Woodland St BATH HOUSE	\$ 32.41
001.4030.5482.000	ALLIANT ENERGY	Reunion Hall	\$ 67.67
001.4030.5482.000	ALLIANT ENERGY	905 E MAIN ST PARK SHOP	\$ 118.19
001.4030.5482.000	ALLIANT ENERGY	402 WOODLAND ST COMM BLDG	\$ 94.35
110.2010.5481.000	ALLIANT ENERGY	905 E Main PW Bldg	\$ 994.82
110.2010.5481.000	ALLIANT ENERGY	2107 S Center St irrigation system	\$ 20.38
110.2030.5481.000	ALLIANT ENERGY	N 18th Ave Bridge	\$ 28.93
110.2030.5481.000	ALLIANT ENERGY	HWY 14 & HWY 30 STREET LIGHTS	\$ 83.50
110.2030.5481.000	ALLIANT ENERGY	211 S 9TH ST FRONT TERRACE	\$ 19.88
110.2030.5481.000	ALLIANT ENERGY	407 Player St Bridge Light	\$ 70.92
110.2040.5481.000	ALLIANT ENERGY	N 3rd Ave Cnr State	\$ 103.54
110.2040.5481.000	ALLIANT ENERGY	N 18TH AVE & E MAIN	\$ 27.23
110.2040.5481.000	ALLIANT ENERGY	W Southridge Rd Cnr Center	\$ 36.32
110.2040.5481.000	ALLIANT ENERGY	RIVERSIDE DR CNR 3RD AVE	\$ 30.31
110.2040.5481.000	ALLIANT ENERGY	502 E SOUTHRIDGE RD	\$ 19.37
110.2040.5481.000	ALLIANT ENERGY	S CENTER ST & W BERLE	\$ 39.49
110.2040.5481.000	ALLIANT ENERGY	S CENTER ST N OF MALL	\$ 45.64
110.2040.5481.000	ALLIANT ENERGY	S Center St Cnr Hibbs	\$ 42.10
110.2040.5481.000	ALLIANT ENERGY	13 S 13TH ST CNR MAIN	\$ 36.48
110.2040.5481.000	ALLIANT ENERGY	219 Westwood flashing lights	\$ 21.77
110.2040.5481.000	ALLIANT ENERGY	E Anson St cnr 4th Ave	\$ 21.77
610.8015.5481.000	ALLIANT ENERGY	RIVERVIEW PARK LIFTSTATION	\$ 19.07
610.8015.5481.000	ALLIANT ENERGY	1001 Woodland St Water Pollution	\$ 26,859.95
610.8015.5481.000	ALLIANT ENERGY	JBS 402 N 10TH AVE	\$ 19.07
610.8015.5482.000	ALLIANT ENERGY	1001 WOODLAND ST DISP PLANT	\$ 11,629.08
610.8016.5481.000	ALLIANT ENERGY	S 12TH AVE CNR E MAIN	\$ 35.71
610.8016.5481.000	ALLIANT ENERGY	608 Turner St Pump Station	\$ 228.01
610.8016.5481.000	ALLIANT ENERGY	S 12TH AVE CNR E MAIN	\$ 93.03
610.8016.5481.000	ALLIANT ENERGY	Marion St - WPCP	\$ 153.73
610.8016.5481.000	ALLIANT ENERGY	1511 Rolling Meadows Rd	\$ 111.35
610.8016.5482.000	ALLIANT ENERGY	1001 Woodland St Shed	\$ 313.56
690.8050.5481.000	ALLIANT ENERGY	905 E Main PW Bldg	\$ 663.22
740.8065.5481.000	ALLIANT ENERGY	N 3rd Ave - WPCP	\$ 386.33
740.8065.5481.000	ALLIANT ENERGY	301 N 18TH AVE LIFTSTATION	\$ 1,172.85
999.1121.000	American Education Services	ACCOUNT #6481652230	\$ 64.41
001.4030.5344.000	AMERICAN TEST CENTER INC	Auto lift, bucket, digger, fork lift, scissors	\$ 176.00
001.6050.5344.000	AMERICAN TEST CENTER INC	Auto lift, bucket, digger, fork lift, scissors	\$ 290.00
110.2010.5344.000	AMERICAN TEST CENTER INC	Auto lift, bucket, digger, fork lift, scissors	\$ 250.00
110.2010.5344.000	AMERICAN TEST CENTER INC	Auto lift, bucket, digger, fork lift, scissors	\$ 616.00
110.2010.5344.000	AMERICAN TEST CENTER INC	Auto lift, bucket, digger, fork lift, scissors	\$ 380.00
110.2030.5344.000	AMERICAN TEST CENTER INC	Auto lift, bucket, digger, fork lift, scissors	\$ 440.00
110.2040.5344.000	AMERICAN TEST CENTER INC	Auto lift, bucket, digger, fork lift, scissors	\$ 440.00
610.8015.5344.000	AMERICAN TEST CENTER INC	Auto lift, bucket, digger, fork lift, scissors	\$ 88.00
690.8050.5344.000	AMERICAN TEST CENTER INC	Auto lift, bucket, digger, fork lift, scissors	\$ 760.00

110.2010.5565.000 Arnold Motor Supply	#59 Durapatcher air filter	\$	(24.90)
110.2010.5565.000 Arnold Motor Supply	#47 air filter	\$	8.91
110.2010.5565.000 Arnold Motor Supply	engine oil filter	\$	9.07
110.2010.5565.000 Arnold Motor Supply	New Holland oil filters	\$	10.19
110.2010.5565.000 Arnold Motor Supply	#59 fuel filter	\$	18.26
110.2010.5565.000 Arnold Motor Supply	#59 air filter	\$	27.61
110.2010.5565.000 Arnold Motor Supply	fuel filter and lube filter	\$	34.55
110.2010.5565.000 Arnold Motor Supply	#14 lube filter and fuel filter	\$	103.66
110.2010.5565.000 Arnold Motor Supply	PD 517 oxygen/ air/fuel sensors	\$	234.40
110.2010.5600.000 Arnold Motor Supply	hydraulic fittings and hoses	\$	17.86
110.2010.5600.000 Arnold Motor Supply	hydraulic fittings	\$	36.38
110.2010.5600.000 Arnold Motor Supply	hydraulic fittings	\$	56.17
110.2010.5600.000 Arnold Motor Supply	#15 paint truck wire and switch	\$	163.16
110.2010.5600.000 Arnold Motor Supply	100/ea wire	\$	293.02
110.2010.5600.000 Arnold Motor Supply	hydraulic hose	\$	684.53
610.8016.5410.000 Arnold Motor Supply	Hydraulic hose and labor	\$	8.82
610.8016.5565.000 Arnold Motor Supply	Hydraulic hose and labor	\$	31.00
690.8050.5565.000 Arnold Motor Supply	wiper blades	\$	(24.10)
690.8050.5565.000 Arnold Motor Supply	wiper blades	\$	23.62
740.8065.5410.000 Arnold Motor Supply	Hydraulic hose and labor	\$	5.88
740.8065.5565.000 Arnold Motor Supply	Hydraulic hose and labor	\$	20.67
341.5010.5609.000 Atticus Enterprises LLC	Spring 2022 trees	\$	8,349.00
001.4065.5410.000 B&G HVAC INC	repair pipe at pool pump	\$	211.59
001.4010.5730.000 BAKER & TAYLOR INCORP	reference books	\$	263.86
001.4010.5730.000 BAKER & TAYLOR INCORP	reference books	\$	31.18
001.4010.5730.000 BAKER & TAYLOR INCORP	reference books	\$	85.98
001.4010.5730.000 BAKER & TAYLOR INCORP	reference books	\$	54.14
001.4010.5730.000 BAKER & TAYLOR INCORP	reference books	\$	62.33
001.4010.5730.000 BAKER & TAYLOR INCORP	reference books	\$	75.20
001.4010.5730.000 BAKER & TAYLOR INCORP	reference book	\$	35.15
001.4010.5732.000 BAKER & TAYLOR INCORP	return book	\$	(22.38)
001.4010.5732.000 BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	107.01
001.4010.5732.000 BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	42.69
001.4010.5732.000 BAKER & TAYLOR INCORP	adult graphic novels	\$	40.44
001.4010.5732.000 BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	43.26
001.4010.5732.000 BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	73.52
001.4010.5732.000 BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	48.09
001.4010.5732.000 BAKER & TAYLOR INCORP	DVD's	\$	86.76
001.4010.5732.000 BAKER & TAYLOR INCORP	DVD's	\$	39.84
001.4010.5732.000 BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	43.59
001.4010.5732.000 BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	92.83
001.4010.5732.000 BAKER & TAYLOR INCORP	DVD's	\$	64.36
001.4010.5732.000 BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	17.40
001.4010.5732.000 BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	254.41
001.4010.5732.000 BAKER & TAYLOR INCORP	Adult graphic novels	\$	31.33
001.4010.5732.000 BAKER & TAYLOR INCORP	DVD's	\$	65.06
001.4010.5732.000 BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	4.79
001.4010.5732.000 BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	5.39
001.4010.5732.000 BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	397.11
001.4010.5732.000 BAKER & TAYLOR INCORP	DVD's	\$	47.57
170.4010.5734.000 BAKER & TAYLOR INCORP	Veldey memorial books	\$	32.48
170.4010.5734.000 BAKER & TAYLOR INCORP	Lanny Cowell honor book	\$	16.14
170.4010.5734.000 BAKER & TAYLOR INCORP	Handorf memorial book	\$	34.20
170.4010.5734.000 BAKER & TAYLOR INCORP	Egleston memorial book	\$	14.99
170.4010.5734.000 BAKER & TAYLOR INCORP	Shockley memorial book	\$	16.53
170.4010.5734.000 BAKER & TAYLOR INCORP	Handorf memorial book	\$	44.65
170.4010.5734.000 BAKER & TAYLOR INCORP	Vedey memorial book	\$	19.95
610.8016.5600.000 BARCO MUNICIPAL PRODUCTS INC	green spray paint, survey flags	\$	1,005.83
740.8065.5600.000 BARCO MUNICIPAL PRODUCTS INC	green spray paint, survey flags	\$	670.55
001.6070.5347.000 BDH INFORMATION TECHNOLOGY LLC	Server security protection -PW Bldg	\$	109.20
030.6070.5740.000 BDH INFORMATION TECHNOLOGY LLC	City hall primary server	\$	10,627.03

110.2010.5347.000 BDH INFORMATION TECHNOLOGY LLC	Server security protection -PW Bldg	\$	327.60
110.2060.5612.000 BDH INFORMATION TECHNOLOGY LLC	Lightening to HDMI Adapter for iPad Training	\$	53.95
610.8016.5347.000 BDH INFORMATION TECHNOLOGY LLC	Server security protection -PW Bldg	\$	196.56
690.8050.5347.000 BDH INFORMATION TECHNOLOGY LLC	Server security protection -PW Bldg	\$	327.60
740.8065.5347.000 BDH INFORMATION TECHNOLOGY LLC	Server security protection -PW Bldg	\$	131.04
881.1010.5339.000 BERNIE LOWE & ASSOC Inc	paid medical claims	\$	2,002.32
881.1010.5339.000 BERNIE LOWE & ASSOC Inc	paid medical claims	\$	97.45
881.1050.5230.000 BERNIE LOWE & ASSOC Inc	paid medical claims	\$	261.28
881.1050.5339.000 BERNIE LOWE & ASSOC Inc	paid medical claims	\$	2,335.90
189.3040.5410.000 BLAKE, TOM	1306 S CENTER ST	\$	13,450.00
189.3040.5415.000 BLAKE, TOM	1306 S CENTER ST	\$	2,500.00
001.2060.5230.000 Bolton & Menk Inc	ROW Permit Map	\$	90.00
001.5040.5230.000 Bolton & Menk Inc	Zoning	\$	1,260.00
311.2012.5233.000 Bolton & Menk Inc	Construction Services	\$	3,799.50
340.4030.5233.000 Bolton & Menk Inc	Civil Engineering services -6th St Trail Project	\$	15,782.50
362.2012.5233.000 Bolton & Menk Inc	Professional Services - UPRR Quiet Zone Creation	\$	267.00
364.2012.5233.000 Bolton & Menk Inc	Design & Bidding Downtown Phase 2A & 2B	\$	39,153.00
610.8016.5230.000 Bolton & Menk Inc	Sanitary Sewer Utility	\$	630.00
740.8065.5230.000 Bolton & Menk Inc	Storm Water Utility	\$	675.00
001.1050.5630.000 Bound Tree Medical LLC	surgical tape	\$	93.55
001.4010.5732.000 BRODART CO	Juvenile books	\$	273.74
001.4010.5732.000 BRODART CO	Juvenile books	\$	277.74
001.4010.5732.000 BRODART CO	Juvenile books	\$	156.99
001.4010.5732.000 BRODART CO	Juvenile books	\$	214.08
001.4010.5734.000 BRODART CO	Memorial books and lost/ replaced books	\$	210.00
170.4010.5732.000 BRODART CO	Spanish/welcome	\$	64.96
170.4010.5734.000 BRODART CO	Memorial books and lost/ replaced books	\$	426.13
001.1010.5132.000 BROWNS SHOE FIT CO	PD employee boots	\$	126.00
001.4010.5980.000 Cedar Falls Public Library	Lost and returned book	\$	10.00
170.4010.5732.000 CENGAGE LEARNING INC	Tye grant books	\$	26.59
170.4010.5732.000 CENGAGE LEARNING INC	Tye grant books	\$	53.88
170.4010.5732.000 CENGAGE LEARNING INC	Tye grant books	\$	60.87
170.4010.5732.000 CENGAGE LEARNING INC	Tye grant books	\$	83.96
170.4010.5732.000 CENGAGE LEARNING INC	Tye grant books	\$	90.71
170.4010.5732.000 CENGAGE LEARNING INC	Tye grant books	\$	23.79
170.4010.5732.000 CENGAGE LEARNING INC	Tye grant books	\$	12.60
170.4010.5732.000 CENGAGE LEARNING INC	Tye grant books	\$	27.29
170.4010.5732.000 CENGAGE LEARNING INC	Tye grant books	\$	118.25
170.4010.5732.000 CENGAGE LEARNING INC	Tye grant and Wagner memorial books	\$	26.24
170.4010.5732.000 CENGAGE LEARNING INC	Tye grant books	\$	19.59
170.4010.5734.000 CENGAGE LEARNING INC	Tye grant and Wagner memorial books	\$	50.23
170.4010.5732.000 CENTER POINT LARGE PRINT	Wagner memorial and Tye grant books	\$	189.96
170.4010.5734.000 CENTER POINT LARGE PRINT	Wagner memorial and Tye grant books	\$	46.74
110.2010.5600.000 CENTRAL IOWA MACHINE SHOP INC	CROSSWALK PAINT TEMPLATES PER SKETCH	\$	1,098.00
001.4010.5410.000 Central States Roofing	Cleaned, patched, replaced walkways	\$	898.47
001.1010.5450.000 CENTURYLINK	TRUNK LINES	\$	94.46
001.1010.5450.000 CENTURYLINK	TRUNK LINES	\$	94.46
001.1010.5450.000 CENTURYLINK	Non published direct dial lines fees 9853	\$	52.12
001.1050.5450.000 CENTURYLINK	TRUNK LINES	\$	34.35
001.1050.5450.000 CENTURYLINK	TRUNK LINES	\$	34.35
001.1050.5450.000 CENTURYLINK	Non published direct dial lines fees 9853	\$	18.95
001.1070.5450.000 CENTURYLINK	TRUNK LINES	\$	8.59
001.1070.5450.000 CENTURYLINK	TRUNK LINES	\$	8.59
001.1070.5450.000 CENTURYLINK	Non published direct dial lines fees 9853	\$	4.74
001.1071.5450.000 CENTURYLINK	TRUNK LINES	\$	8.59
001.1071.5450.000 CENTURYLINK	TRUNK LINES	\$	8.59
001.1071.5450.000 CENTURYLINK	Non published direct dial lines fees 9853	\$	4.74
001.1075.5450.000 CENTURYLINK	TRUNK LINES	\$	8.59
001.1075.5450.000 CENTURYLINK	TRUNK LINES	\$	8.59
001.1075.5450.000 CENTURYLINK	Non published direct dial lines fees 9853	\$	4.74
001.4010.5450.000 CENTURYLINK	TRUNK LINES	\$	17.17

001.4010.5450.000 CENTURYLINK	TRUNK LINES	\$	17.17
001.4010.5450.000 CENTURYLINK	Non published direct dial lines fees 9853	\$	9.48
001.4030.5450.000 CENTURYLINK	TRUNK LINES	\$	8.59
001.4030.5450.000 CENTURYLINK	TRUNK LINES	\$	8.59
001.4030.5450.000 CENTURYLINK	Non published direct dial lines fees 9853	\$	4.74
001.4040.5450.000 CENTURYLINK	TRUNK LINES	\$	8.59
001.4040.5450.000 CENTURYLINK	TRUNK LINES	\$	8.59
001.4040.5450.000 CENTURYLINK	Non published direct dial lines fees 9853	\$	4.74
001.4045.5450.000 CENTURYLINK	TRUNK LINES	\$	17.17
001.4045.5450.000 CENTURYLINK	TRUNK LINES	\$	17.17
001.4045.5450.000 CENTURYLINK	Non published direct dial lines fees 9853	\$	9.48
001.4065.5450.000 CENTURYLINK	TRUNK LINES	\$	8.59
001.4065.5450.000 CENTURYLINK	TRUNK LINES	\$	8.59
001.4065.5450.000 CENTURYLINK	Non published direct dial lines fees 9853	\$	4.74
001.4065.5450.000 CENTURYLINK	Coliseum Backup Analog Lines	\$	79.52
001.6010.5450.000 CENTURYLINK	TRUNK LINES	\$	8.59
001.6010.5450.000 CENTURYLINK	TRUNK LINES	\$	8.59
001.6010.5450.000 CENTURYLINK	Non published direct dial lines fees 9853	\$	4.74
001.6012.5450.000 CENTURYLINK	TRUNK LINES	\$	8.59
001.6012.5450.000 CENTURYLINK	TRUNK LINES	\$	8.59
001.6012.5450.000 CENTURYLINK	Non published direct dial lines fees 9853	\$	4.74
001.6020.5450.000 CENTURYLINK	TRUNK LINES	\$	8.59
001.6020.5450.000 CENTURYLINK	TRUNK LINES	\$	8.59
001.6020.5450.000 CENTURYLINK	Non published direct dial lines fees 9853	\$	4.74
001.6021.5450.000 CENTURYLINK	TRUNK LINES	\$	34.31
001.6021.5450.000 CENTURYLINK	TRUNK LINES	\$	34.31
001.6021.5450.000 CENTURYLINK	Non published direct dial lines fees 9853	\$	18.91
001.6025.5450.000 CENTURYLINK	TRUNK LINES	\$	8.59
001.6025.5450.000 CENTURYLINK	TRUNK LINES	\$	8.59
001.6025.5450.000 CENTURYLINK	Non published direct dial lines fees 9853	\$	4.74
110.2010.5450.000 CENTURYLINK	TRUNK LINES	\$	8.59
110.2010.5450.000 CENTURYLINK	TRUNK LINES	\$	8.59
110.2010.5450.000 CENTURYLINK	Non published direct dial lines fees 9853	\$	4.74
110.2040.5450.000 CENTURYLINK	TRUNK LINES	\$	8.59
110.2040.5450.000 CENTURYLINK	TRUNK LINES	\$	8.59
110.2040.5450.000 CENTURYLINK	Non published direct dial lines fees 9853	\$	4.74
110.2060.5450.000 CENTURYLINK	TRUNK LINES	\$	8.59
110.2060.5450.000 CENTURYLINK	TRUNK LINES	\$	8.59
110.2060.5450.000 CENTURYLINK	Non published direct dial lines fees 9853	\$	4.74
184.5030.5450.000 CENTURYLINK	TRUNK LINES	\$	17.17
184.5030.5450.000 CENTURYLINK	TRUNK LINES	\$	17.17
184.5030.5450.000 CENTURYLINK	Non published direct dial lines fees 9853	\$	9.48
189.3040.5450.000 CENTURYLINK	TRUNK LINES	\$	8.59
189.3040.5450.000 CENTURYLINK	TRUNK LINES	\$	8.59
189.3040.5450.000 CENTURYLINK	Non published direct dial lines fees 9853	\$	4.74
610.8015.5450.000 CENTURYLINK	TRUNK LINES	\$	25.76
610.8015.5450.000 CENTURYLINK	TRUNK LINES	\$	25.76
610.8015.5450.000 CENTURYLINK	Non published direct dial lines fees 9853	\$	14.21
610.8016.5450.000 CENTURYLINK	TRUNK LINES	\$	10.30
610.8016.5450.000 CENTURYLINK	TRUNK LINES	\$	10.30
610.8016.5450.000 CENTURYLINK	Non published direct dial lines fees 9853	\$	5.69
690.8050.5450.000 CENTURYLINK	TRUNK LINES	\$	8.59
690.8050.5450.000 CENTURYLINK	TRUNK LINES	\$	8.59
690.8050.5450.000 CENTURYLINK	Non published direct dial lines fees 9853	\$	4.74
740.8065.5450.000 CENTURYLINK	TRUNK LINES	\$	6.87
740.8065.5450.000 CENTURYLINK	TRUNK LINES	\$	6.87
740.8065.5450.000 CENTURYLINK	Non published direct dial lines fees 9853	\$	3.79
750.8070.5450.000 CENTURYLINK	TRUNK LINES	\$	8.59
750.8070.5450.000 CENTURYLINK	TRUNK LINES	\$	8.59
750.8070.5450.000 CENTURYLINK	Non published direct dial lines fees 9853	\$	4.74
001.1099.5450.000 CENTURYLINK long distance	Long distance lines	\$	2.62

001.1099.5450.000 CENTURYLINK long distance	Long distance lines	\$ 0.84
001.4010.5450.000 CENTURYLINK long distance	Long distance lines	\$ 1.31
001.6050.5450.000 CENTURYLINK long distance	Long distance lines	\$ 2.62
610.8015.5450.000 CENTURYLINK long distance	Long distance lines	\$ 2.62
110.2010.5410.000 CERTIFIED POWER INC CO	#47 reach all out-rigger cylinder	\$ 535.50
355.1075.5342.000 Ciro DiIorio Masonry & Landscaping LLC	McGregors & Vaughns heating & shelter	\$ 7,500.00
355.1075.5342.000 Ciro DiIorio Masonry & Landscaping LLC	McGregor Furniture structrual wall repair	\$ 25,470.00
110.2010.5132.000 CITY LAUNDERING COMPANY	Street dept uniform cleaning	\$ 8.79
110.2010.5342.000 CITY LAUNDERING COMPANY	Street Dept. -comfort flow	\$ 10.93
110.2010.5600.000 CITY LAUNDERING COMPANY	Street Dept. - supplies	\$ 28.43
110.2040.5132.000 CITY LAUNDERING COMPANY	uniform cleaning Utility Dept.	\$ 23.51
690.8050.5132.000 CITY LAUNDERING COMPANY	uniform cleaning-Transit dept	\$ 37.35
001.4010.5733.000 City of Ames	damaged ILL book	\$ 12.95
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	\$ 146.76
999.1121.000 COLLECTION SERVICES CENTER	CHILD SUPPORT	\$ 191.92
999.1121.000 COLLECTION SERVICES CENTER	CHILD SUPPORT	\$ 115.38
999.1121.000 COLLECTION SERVICES CENTER	CHILD SUPPORT	\$ 363.23
999.1121.000 COLLECTION SERVICES CENTER	CHILD SUPPORT	\$ 23.07
999.1121.000 COLLECTION SERVICES CENTER	CHILD SUPPORT	\$ 101.59
999.1121.000 COLLECTION SERVICES CENTER	CHILD SUPPORT	\$ 102.11
999.1121.000 COLLECTION SERVICES CENTER	CHILD SUPPORT	\$ 461.53
999.1133.000 COLONIAL LIFE	COLONIAL LIFE INSURANCE	\$ 321.13
610.8015.5600.000 CONSOLIDATED WATER SOLUTIONS	DAF polymer	\$ 1,843.94
311.2012.5233.000 CONSTRUCT INC	Pay App 9	\$ 144,621.87
363.2012.5342.000 CONSTRUCT INC	STR21004 State Street Reconstruction	\$ 57,058.99
121.4030.5342.000 CSW Services General Contracting	Park Stump Removal	\$ 16,289.40
121.4030.5342.000 CSW Services General Contracting	12	\$ 1,224.00
610.8016.5600.000 CTI Ready Mix Inc	E Olive St & 7th Ave manhole box out	\$ 287.00
740.8065.5600.000 CTI Ready Mix Inc	Sharon Ave storm sewer repair	\$ 266.00
740.8065.5600.000 CTI Ready Mix Inc	Sharon Ave storm sewer repair	\$ 598.00
740.8065.5600.000 CTI Ready Mix Inc	Sharon Ave storm sewer repair	\$ 338.50
001.1075.5261.000 DEVIG, TAYLOR	910 S 2nd Ave board up 14 windows	\$ 388.30
001.1075.5262.000 DEVIG, TAYLOR	City owned property snow removals	\$ 3,185.00
001.4030.5611.000 DIAMOND VOGEL INC	Parks paint trays, whi	\$ 29.82
740.8065.5600.000 DIAMOND VOGEL INC	paint for intake stencils-storm water education	\$ 19.53
740.8065.5600.000 DIAMOND VOGEL INC	paint for intake stencils-storm water education	\$ 78.12
001.4066.5613.000 Doll Distributing LLC	Coliseum Concessions	\$ 562.50
001.1050.5410.000 ED M FELD EQUIPMENT CO INC	Function/ fit repairs	\$ 2,600.00
610.8015.5603.000 ENVIRONMENTAL RESOURCE ASSOC INC	lab analysis- solids, nutrients, demand	\$ 423.10
001.4010.5347.000 ENVISIONWARE	MobilPrint service	\$ 2,315.00
110.2010.5600.000 FASTENAL COMPANY	machine screws	\$ 16.60
189.3040.5410.000 FEXSTEVE LIMITED CO	212 HUISMAN CIR	\$ 1,350.00
189.3040.5415.000 FEXSTEVE LIMITED CO	212 HUISMAN CIR	\$ 9,450.00
999.1125.000 FIDELITY SECURITY LIFE INSURANCE CO	VISION INSURANCE	\$ 319.38
999.1125.000 FIDELITY SECURITY LIFE INSURANCE CO	VISION INSURANCE	\$ 101.68
001.1010.5230.000 Fifth Third Bank	Subpoena research	\$ 20.00
121.5020.5230.000 Foth Infrastructure & Environment LLC	Site Cerification studies 10 acres N of 18th/Mario	\$ 22,885.00
615.8015.5233.000 FOX Strand	Strand CA/CO Services- WPC Headworks - WPC 21001	\$ 47,584.63
610.8015.5980.000 Freese, Kristy	Sewer refund 2023 - pool	\$ 25.12
001.4010.5704.000 Friends of Grimes Library	TixKeeper software 5/1/23-4/30/24	\$ 225.00
001.4040.5358.000 GALE-HAZEN, Karen A	classes 4/03-4/16	\$ 165.00
001.1010.5132.000 GALLS LLC	New officer gear	\$ 191.20
001.1010.5132.000 GALLS LLC	new officer gear	\$ 46.80
001.1010.5132.000 GALLS LLC	new officer gear	\$ 50.40
001.1010.5132.000 GALLS LLC	new officer gear	\$ 144.50
001.1010.5132.000 GALLS LLC	new officer gear	\$ 30.96
001.1010.5132.000 GALLS LLC	new officer gear	\$ 188.70
001.1010.5132.000 GALLS LLC	new officer gear	\$ 84.92
001.1010.5132.000 GALLS LLC	new officer gear	\$ 59.79

001.1010.5132.000 GALLS LLC	new officer gear	\$ 18.70
001.1010.5132.000 GALLS LLC	new office gear	\$ 27.20
001.1010.5132.000 GALLS LLC	new officer gear	\$ 23.20
001.1010.5132.000 GALLS LLC	hand cuffs	\$ 64.57
001.1050.5132.000 GALLS LLC	Fire dept employee clothing	\$ 639.91
001.1050.5132.000 GALLS LLC	Fire dept employee clothing	\$ 81.98
189.3040.5410.000 Gentry, Susan	6 N 6TH ST	\$ 93,399.00
189.3040.5415.000 Gentry, Susan	6 N 6TH ST	\$ 3,975.00
001.4030.5215.000 Globalpayments	Park & Rec credit card fee	\$ 423.84
110.2010.5618.000 GRIMES ASPHALT AND PAVING CORP.	Street dept cold mix	\$ 2,297.60
610.8015.5980.000 Hawkins, Barbara	Sewer refund 2023- outside water faucet	\$ 31.40
884.7010.5230.000 Health Partners	Monthly fees/ premiums	\$ 12,074.01
884.7010.5339.000 Health Partners	Claims 3/02-3/08	\$ 56,463.34
884.7010.5339.000 Health Partners	claims 03/02-03/08	\$ 3,943.46
884.7010.5339.000 Health Partners	claims 03/09-03/15	\$ 38,239.51
884.7010.5339.000 Health Partners	claims 03/09-03/15	\$ 3,738.06
884.7010.5339.000 Health Partners	claims 03/16-03/22	\$ 41,801.64
884.7010.5339.000 Health Partners	claims 03/16-03/22	\$ 3,439.82
884.7010.5339.000 Health Partners	claims 03/23-03/29	\$ 37,045.71
884.7010.5339.000 Health Partners	claims 03/23-03/29	\$ 2,986.53
884.7010.5339.000 Health Partners	Monthly fees/ premiums	\$ 24,684.07
884.7010.5339.000 Health Partners	claims 03/30-04/05	\$ 53,164.30
884.7010.5339.000 Health Partners	claims 03/30-04/05	\$ 3,478.16
610.8015.5450.000 HEART OF IOWA COMMUNICATIONS CO-OP	April 2023 Direct Conn Internet PW/WPCP	\$ 431.13
610.8016.5450.000 HEART OF IOWA COMMUNICATIONS CO-OP	April 2023 Direct Conn Internet PW/WPCP	\$ 258.68
740.8065.5450.000 HEART OF IOWA COMMUNICATIONS CO-OP	April 2023 Direct Conn Internet PW/WPCP	\$ 172.45
610.8015.5980.000 Hutchens, Barry	Sewer refund 2023- pool	\$ 31.95
001.1010.5470.000 Hy-Vee- Johnston	May-August meals	\$ 2,361.52
001.2010.5290.000 ICAP	2022 Caterpillar 926 Wheel loader 4/1/23-24	\$ 1,541.00
999.1131.000 ICMA 457-Mission Square Retirement	ICMA DEF COMP	\$ 721.54
999.1131.000 ICMA 457-Mission Square Retirement	ICMA DEF COMP	\$ 5,423.07
999.1131.000 ICMA 457-Mission Square Retirement	ICMA DEFERRED COMP	\$ 963.22
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	\$ 2,895.22
999.1131.000 ICMA 457-Mission Square Retirement	ICMA DEF COMP	\$ 1,225.00
999.1131.000 ICMA 457-Mission Square Retirement	ICMA DEF COMP	\$ 269.23
999.1131.000 ICMA 457-Mission Square Retirement	ROTH %	\$ 105.76
999.1131.000 ICMA 457-Mission Square Retirement	ROTH < 50	\$ 1,125.00
999.1131.000 ICMA 457-Mission Square Retirement	ROTH > 50	\$ 945.00
133.2900.5342.000 Impact 7G Inc	Brownfields Assistance Contract	\$ 9,197.61
189.3040.5342.000 Impact 7G Inc	125 Homes LI/RA and HHA	\$ 7,200.00
110.2010.5565.000 INLAND TRUCK PARTS COMPANY	leaf springs	\$ 1,843.88
001.1099.5410.000 Inteconnect Inc	security system service-interview room 4	\$ 494.00
999.1101.000 INTERNAL REVENUE SERVICE	Bi-Weekly Federal Taxes	\$ 26,153.54
999.1101.000 INTERNAL REVENUE SERVICE	Bi-Weekly Federal Taxes	\$ 14,201.16
999.1103.000 INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Social Security	\$ 26,843.20
999.1103.000 INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Social Security	\$ 4,907.60
999.1107.000 INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Medicare	\$ 8,699.68
999.1107.000 INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Medicare	\$ 4,310.26
001.1010.5565.000 Interstate Batteries of Upper Iowa	Truck 31, floor scrubber, PD 514 batteries	\$ 146.95
001.1050.5600.000 Interstate Batteries of Upper Iowa	AA batteries	\$ 243.75
110.2010.5565.000 Interstate Batteries of Upper Iowa	Truck 31, floor scrubber, PD 514 batteries	\$ 476.85
110.2010.5600.000 Interstate Batteries of Upper Iowa	core deposits	\$ (32.00)
110.2010.5600.000 Interstate Batteries of Upper Iowa	wiring connectors for stock	\$ 97.00
110.2010.5611.000 Interstate Batteries of Upper Iowa	Truck 31, floor scrubber, PD 514 batteries	\$ 563.40
110.2010.5410.000 Iowa Hose Company LLC	Reach All #47 parts and repairs	\$ 1,530.00
110.2010.5565.000 Iowa Hose Company LLC	Reach All #47 parts and repairs	\$ 2,013.16
001.1050.5342.000 Iowa Inspections	March commerical business inspections	\$ 3,950.00
001.1010.5565.000 JENSEN INC	PD 500 seat	\$ 821.95

001.1010.5565.000 JENSEN INC	PD 517 wire assy	\$ 46.18
001.1010.5565.000 JENSEN INC	PD 517 exhaust manifold	\$ 864.48
001.1010.5565.000 JENSEN INC	PD 516 alternator assy	\$ 682.27
001.1010.5565.000 JENSEN INC	PD 514 seat belt	\$ 235.80
156.1050.5718.000 Knox Company	single mike assembly KeyDefender	\$ 799.00
001.1010.5431.000 LANGUAGE LINE SERV INC	over the phone interpretations	\$ 1,553.81
001.4010.5600.000 LIBRARY STORE INC, THE	previous payment	\$ (200.00)
001.4010.5600.000 LIBRARY STORE INC, THE	discount	\$ (50.00)
001.4010.5600.000 LIBRARY STORE INC, THE	laminare	\$ 1,519.72
884.7010.5337.000 LIFEWORKS US INC	Employee assistance program	\$ 1,221.69
610.8015.5980.000 Lincoln Towers Condo Assoc	Sewer refund 2023- indoor pool	\$ 104.95
001.1075.5230.000 LYNCH DALLAS PC	Nuisance/ enforcement	\$ 33.00
001.6040.5230.000 LYNCH DALLAS PC	Real Estate	\$ 500.00
001.6040.5234.000 LYNCH DALLAS PC	General matters	\$ 1,531.50
001.6040.5234.000 LYNCH DALLAS PC	Real Estate	\$ 2,627.00
001.6040.5234.000 LYNCH DALLAS PC	Labor/ employment	\$ 16.50
355.1075.5230.000 LYNCH DALLAS PC	Nuisance/ enforcement	\$ 4.00
355.1075.5234.000 LYNCH DALLAS PC	Nuisance/ enforcement	\$ 804.50
110.2070.5600.000 MACQUEEN EQUIPMENT	fill tank hoses for street sweepers	\$ 698.63
001.1010.5472.000 Markle, William	ILEA training 3/6-4/14/23	\$ 357.00
001.6040.5230.000 MARSHALL COUNTY ABSTRACT CO	site certification	\$ 492.00
001.1010.5570.000 MARSHALL COUNTY ENGINEER	March fuel bills	\$ 6,003.56
001.1050.5570.000 MARSHALL COUNTY ENGINEER	March fuel bills	\$ 267.01
001.1050.5571.000 MARSHALL COUNTY ENGINEER	March fuel bills	\$ 907.03
001.1071.5570.000 MARSHALL COUNTY ENGINEER	March fuel bills	\$ 22.33
001.1075.5570.000 MARSHALL COUNTY ENGINEER	March fuel bills	\$ 93.65
001.1075.5570.000 MARSHALL COUNTY ENGINEER	March fuel bills	\$ 30.84
001.4030.5570.000 MARSHALL COUNTY ENGINEER	March fuel bills	\$ 928.66
001.4030.5571.000 MARSHALL COUNTY ENGINEER	March fuel bills	\$ 63.81
001.6050.5570.000 MARSHALL COUNTY ENGINEER	March fuel bills	\$ 159.24
110.2010.5570.000 MARSHALL COUNTY ENGINEER	March fuel bills	\$ 160.48
110.2010.5570.000 MARSHALL COUNTY ENGINEER	March fuel bills	\$ 1,136.60
110.2010.5571.000 MARSHALL COUNTY ENGINEER	March fuel bills	\$ 48.58
110.2010.5571.000 MARSHALL COUNTY ENGINEER	March fuel bills	\$ 1,699.70
110.2040.5570.000 MARSHALL COUNTY ENGINEER	March fuel bills	\$ 214.69
110.2050.5571.000 MARSHALL COUNTY ENGINEER	March fuel bills	\$ 720.68
110.2060.5570.000 MARSHALL COUNTY ENGINEER	March fuel bills	\$ 175.66
610.8015.5570.000 MARSHALL COUNTY ENGINEER	March fuel bills	\$ 373.15
610.8016.5570.000 MARSHALL COUNTY ENGINEER	March fuel bills	\$ 102.00
610.8016.5570.000 MARSHALL COUNTY ENGINEER	March fuel bills	\$ 287.77
610.8016.5571.000 MARSHALL COUNTY ENGINEER	March fuel bills	\$ 151.97
690.8050.5570.000 MARSHALL COUNTY ENGINEER	March fuel bills	\$ 502.01
690.8050.5571.000 MARSHALL COUNTY ENGINEER	March fuel bills	\$ 6,811.47
740.8065.5570.000 MARSHALL COUNTY ENGINEER	March fuel bills	\$ 191.84
740.8065.5570.000 MARSHALL COUNTY ENGINEER	March fuel bills	\$ 68.00
740.8065.5571.000 MARSHALL COUNTY ENGINEER	March fuel bills	\$ 101.32
001.4030.5342.000 MARSHALL COUNTY LANDFILL	Parks	\$ 110.20
001.4030.5342.000 MARSHALL COUNTY LANDFILL	construction debris	\$ 135.70
001.4030.5342.000 MARSHALL COUNTY LANDFILL	construction debris	\$ 81.20
001.4030.5342.000 MARSHALL COUNTY LANDFILL	construction debris	\$ 79.45
001.4030.5342.000 MARSHALL COUNTY LANDFILL	Parks	\$ 88.75
001.4030.5342.000 MARSHALL COUNTY LANDFILL	Parks	\$ 84.70
001.4030.5342.000 MARSHALL COUNTY LANDFILL	construction debris	\$ 89.90
001.4030.5342.000 MARSHALL COUNTY LANDFILL	construction debris	\$ 78.30
001.4030.5342.000 MARSHALL COUNTY LANDFILL	construction debris	\$ 80.05
001.4030.5342.000 MARSHALL COUNTY LANDFILL	Parks	\$ 105.55
001.4030.5342.000 MARSHALL COUNTY LANDFILL	Parks	\$ 93.95
001.4030.5342.000 MARSHALL COUNTY LANDFILL	Parks	\$ 84.10
001.4030.5342.000 MARSHALL COUNTY LANDFILL	Parks	\$ 91.65
001.4030.5342.000 MARSHALL COUNTY LANDFILL	construction debris	\$ 65.55
001.2080.5342.000 MARSHALLTOWN AVIATION INC	Management, Electrical, Maint, Internet	\$ 2,333.00

001.2080.5344.000 MARSHALLTOWN AVIATION INC	Management, Electrical, Maint, Internet	\$ 2,083.00
001.2080.5450.000 MARSHALLTOWN AVIATION INC	Management, Electrical, Maint, Internet	\$ 30.05
001.2080.5481.000 MARSHALLTOWN AVIATION INC	Management, Electrical, Maint, Internet	\$ 62.50
610.8015.5483.000 MARSHALLTOWN WATER WORKS	March 2023 Plant Water Usage	\$ 862.09
001.1099.5450.000 MEDIACOM	Police and Fire internet	\$ 413.86
001.1050.5600.000 MENARDS	Fire dept shovel and hand towels	\$ 72.89
001.1050.5600.000 MENARDS	Fire dept cleaners	\$ 19.52
001.1050.5718.000 MENARDS	Fire dept work light	\$ 42.99
001.1099.5410.000 MENARDS	pail, trowl, grout sponge, mortar, float, battery	\$ 40.78
001.1099.5410.000 MENARDS	returned sponge, grout, trowel, float	\$ (18.92)
001.1099.5410.000 MENARDS	toilet flush valve batteries	\$ 13.98
001.4030.4879.000 MENARDS	rebate 63056 10732	\$ (5.29)
001.4030.4879.000 MENARDS	rebate	\$ (37.49)
001.4030.5609.000 MENARDS	titanium 8" shears	\$ 25.50
001.4030.5611.000 MENARDS	cable ties	\$ 6.48
001.4030.5611.000 MENARDS	Parks lumber	\$ 356.69
001.6050.5410.000 MENARDS	WD-40 for all bldgs	\$ 20.85
001.6050.5600.000 MENARDS	ERA detergent	\$ 3.73
110.2010.4879.000 MENARDS	rebate 63066 34060	\$ (27.27)
110.2010.5600.000 MENARDS	ERA detergent	\$ 3.63
110.2010.5600.000 MENARDS	trash can	\$ 28.99
110.2010.5600.000 MENARDS	Street - concrete	\$ 79.13
110.2010.5605.000 MENARDS	Street office supplies	\$ 29.81
140.4030.5410.000 MENARDS	screws, sink/cook base, stone, stain	\$ 511.87
140.4030.5410.000 MENARDS	Parks rental bldg sink, stone	\$ 209.98
140.4030.5410.000 MENARDS	Parks faucet, outlet, strainer	\$ 66.91
140.4030.5611.000 MENARDS	Parks utility banquet table	\$ 85.00
140.4030.5611.000 MENARDS	Parks lumber	\$ 95.27
690.8050.5600.000 MENARDS	ERA detergent	\$ 3.63
690.8050.5718.000 MENARDS	Squeegee, blades	\$ 50.93
001.4010.5732.000 MICROMARKETING LLC	audio books	\$ 81.48
001.4010.5732.000 MICROMARKETING LLC	audio books	\$ 39.99
001.4010.5732.000 MICROMARKETING LLC	audio books	\$ 43.50
610.8015.5603.000 MIDLAND SCIENTIFIC INC	lab supplies- vacuum oil	\$ 258.63
610.8015.5603.000 MIDLAND SCIENTIFIC INC	lab supplies- hydroxylamine hydrochloride, peroxid	\$ 142.00
110.2040.5410.000 MOBOTREX INC	Flasher relays for traffic signals S 1st Ave	\$ 270.00
030.1010.5718.000 Motorola Solutions Inc	MPD Body Cameras CIP	\$ 9,850.00
030.1010.5718.000 Motorola Solutions Inc	MPD Body Cameras CIP	\$ 2,685.00
030.1010.5718.000 Motorola Solutions Inc	MPD Body Cameras CIP	\$ 508.00
030.1010.5718.000 Motorola Solutions Inc	MPD Body Cameras CIP	\$ 480.00
030.1010.5718.000 Motorola Solutions Inc	MPD Body Cameras CIP	\$ 480.00
616.8016.5348.000 MUNICIPAL PIPE TOOL CO LLC	SAN21001 2020 Sanitary Sewer CIPP	\$ 117,617.81
001.1010.5359.000 Mustaines Towing & Recovery	PD 517 towed	\$ 136.00
001.1010.5359.000 Mustaines Towing & Recovery	MPD impound PD23-00567	\$ 180.00
312.2080.5342.000 Nagle Signs Inc	Airport Monument Sign, Runway logo & letters	\$ 8,488.57
110.2010.5600.000 Nelson Fabrication LLC	hydraulic hoses and fittings	\$ 281.70
001.2080.5484.000 NEW CENTURY FS INC	Airport propane	\$ 1,891.20
001.2080.5484.000 NEW CENTURY FS INC	Airport propane	\$ 1,871.50
001.4066.5613.000 NORTHERN LIGHTS DISTRIBUTING	Coliseum resale products	\$ 214.78
110.2010.5600.000 NUTRIEN AG SOLUTIONS INC	Mobil oil and grease	\$ 1,684.00
001.4010.5151.000 Occupational Medicine Plus PC	paid medical claims	\$ 179.00
610.8016.5151.000 Occupational Medicine Plus PC	paid medical claims	\$ 107.40
740.8065.5151.000 Occupational Medicine Plus PC	paid medical claims	\$ 71.60
881.1010.5339.000 Occupational Medicine Plus PC	paid medical claim	\$ 132.00
881.1010.5339.000 Occupational Medicine Plus PC	paid medical claim	\$ 132.00
110.2010.5620.000 OMG MIDWEST	road stone	\$ 1,206.38
110.2010.5620.000 OMG MIDWEST	road stone	\$ 1,402.10
110.2010.5600.000 OREILLY AUTOMOTIVE INC	cleaning cloths	\$ 37.99
001.4010.5732.000 OVERDRIVE,INC.	Ebooks	\$ 75.00
001.4010.5732.000 OVERDRIVE,INC.	Ebooks	\$ 33.49
001.4010.5732.000 OVERDRIVE,INC.	Ebooks	\$ 27.50

001.4010.5732.000 OVERDRIVE,INC.	Ebooks	\$	197.16
001.4010.5732.000 OVERDRIVE,INC.	Ebooks	\$	619.44
001.4010.5736.000 OVERDRIVE,INC.	external service	\$	5.98
Payroll Payroll	Payroll #8	\$	316,195.63
001.4010.5360.000 PITNEY BOWES	Library postage	\$	1,906.84
001.4010.5732.000 Playaway Products LLC	juvenile audio	\$	52.24
001.4010.5732.000 Playaway Products LLC	juvenile audio	\$	24.99
001.4010.5611.000 PLUMB SUPPLY	pull down faucet kit	\$	283.42
001.4010.5611.000 PLUMB SUPPLY	pvc for sink waste	\$	7.74
001.4045.5611.000 PLUMB SUPPLY	Aquatic center PVC	\$	12.20
001.4010.5344.000 PREMIER OFFICE EQUIPMENT	Library contract and copies	\$	299.12
001.1010.5410.000 RACOM CORPORATION	PD labor	\$	250.00
001.1010.5410.000 RACOM CORPORATION	Crime Stoppers service labor	\$	218.75
001.1010.5718.000 RACOM CORPORATION	surveillance listen only earpiece	\$	49.00
121.1010.5718.000 RACOM CORPORATION	PD Camera- Crime stoppers	\$	4,371.65
132.5020.5342.000 RDG Planning & Design	Downtown Facade Improvements	\$	1,520.19
001.1050.5413.000 RELIANT FIRE APPARATUS inc	latch assembly	\$	105.64
001.1050.5413.000 RELIANT FIRE APPARATUS inc	serrated washer and striker bolt	\$	52.91
110.2010.5600.000 Rockford Rigging Inc	chain and large clevises	\$	1,406.43
001.4010.5600.000 ROSENBLUM, SARAH W	table, aluminum step, seat cover	\$	275.11
189.3040.5433.000 Rubenbauer, Jodi	lead hazard reduction program	\$	550.00
001.1071.5342.000 Safe Building	Services Areement FY22/23	\$	7,680.00
001.1010.5342.000 SCHENDEL PEST CONTROL INC	PD monthly service	\$	49.05
001.6050.5344.000 SCHUMACHER ELEVATOR COMPANY	City Hall Elevator Maintenance	\$	237.14
001.6051.5344.000 SCHUMACHER ELEVATOR COMPANY	Carnegie Bldg elevator	\$	239.54
110.2010.5718.000 SE Jones Industries Inc	Street dept tools	\$	495.70
001.4010.5342.000 SERVICEMASTER OF M'TOWN INC	April cleaning services	\$	1,847.00
110.2060.5605.000 Sho Biz Inc dba Minuteman	3rd floor Carnegie office supplies	\$	45.60
184.5030.5605.000 Sho Biz Inc dba Minuteman	Eraser caps	\$	7.28
690.8050.5370.000 Sho Biz Inc dba Minuteman	One day passes for Transit	\$	121.06
750.8070.5600.000 Sho Biz Inc dba Minuteman	fintertip moisteners	\$	3.71
001.1010.5342.000 SIGN CREATIONS	PD admin decal	\$	90.00
690.8050.5410.000 SIGN CREATIONS	Bus signs	\$	400.00
690.8050.5565.000 SIGN CREATIONS	Bus signs	\$	935.00
001.1010.5472.000 Solorio, Jose	Hawkeye Police academy 3/13-4/14	\$	366.75
001.1050.5600.000 STAPLES BUSINESS CREDIT	Fie dept cleaning supplies	\$	380.85
610.8015.5233.000 Stone Environmental Engineering	Engineering services-Minor Source Emission Inv	\$	2,200.00
001.1010.5132.000 STREICHER'S INC	POLICE lettering	\$	34.00
610.8015.5600.000 The Optical Center	dispensing fee-Nichols safety glasses	\$	25.00
110.2010.5132.000 THEISENS SUPPLY INC	employee clothing	\$	66.67
110.2010.5132.000 THEISENS SUPPLY INC	City provided employee clothing	\$	25.48
110.2010.5132.000 THEISENS SUPPLY INC	High vis t-shirt	\$	45.87
110.2010.5600.000 THEISENS SUPPLY INC	LED light bar	\$	229.99
110.2010.5600.000 THEISENS SUPPLY INC	mounting plate, deep orgainzer	\$	94.98
110.2010.5600.000 THEISENS SUPPLY INC	15 gal square tub	\$	39.99
110.2010.5600.000 THEISENS SUPPLY INC	tune up kit, filters, batteries	\$	155.55
110.2010.5600.000 THEISENS SUPPLY INC	grass trimmer, handheld blower	\$	76.97
110.2010.5718.000 THEISENS SUPPLY INC	grass trimmer, handheld blower	\$	529.97
610.8016.5600.000 THEISENS SUPPLY INC	batteries	\$	11.99
740.8065.5600.000 THEISENS SUPPLY INC	batteries	\$	7.99
999.1164.000 THEISENS SUPPLY INC	employee clothing	\$	52.09
340.4030.5342.000 Top Notch Tree Service Inc	Entire tree removal next to Wayward Social	\$	650.00
999.1128.000 TOTAL ADMINISTRATIVE SERVICE CORP.	FLEX HEALTH BENEFITS	\$	4,964.39
999.1128.000 TOTAL ADMINISTRATIVE SERVICE CORP.	FLEX HEALTH BENEFITS	\$	654.13
999.1129.000 TOTAL ADMINISTRATIVE SERVICE CORP.	FLEX DEP CARE BENEFITS	\$	724.99
999.1129.000 TOTAL ADMINISTRATIVE SERVICE CORP.	FLEX DEP CARE BENEFITS	\$	208.33
999.1102.000 TREASURER STATE OF IOWA	Bi-Weekly Payroll SIT	\$	10,748.53
999.1102.000 TREASURER STATE OF IOWA	Bi-Weekly Payroll SIT	\$	5,496.72
001.4010.5215.000 TSYS	-36 Library credit card transaction fees	\$	50.95
001.4010.5215.000 TSYS	-36 Library credit card transaction fees	\$	50.73
001.6021.5215.000 TSYS	Finance credit card transaction fees	\$	80.11

001.6021.5215.000 TSYS	Finance credit card transaction fees	\$ 141.03
001.6021.5347.000 TYLER TECHNOLOGIES INC	"Court online maint fee 6/1/23-5/31/24	\$ 900.00
001.6021.5347.000 TYLER TECHNOLOGIES INC	AR online maint fee 6/1/23-5/31/24	\$ 1,800.00
610.8016.5830.000 UMB Bank NA	Sewer Rev 2021 fees 4/1/23-3/31/24	\$ 600.00
001.4030.5380.000 Vajgrt, Roger	Parks sod cutter	\$ 70.00
110.2010.5600.000 Vajgrt, Roger	100lb tank propane	\$ 183.18
610.8016.5600.000 Vajgrt, Roger	blades 14"	\$ 7.20
740.8065.5600.000 Vajgrt, Roger	blades 14"	\$ 4.80
184.5030.5246.000 Vasquez, Guadalupe Rodriguez	Housing Assitance Payment	\$ 62.00
001.4010.5980.000 Wahl, Lindsey	returned lost collection	\$ 59.95
355.1075.5230.000 WHKS & Co	Amendment 2	\$ 1,748.16
355.1075.5230.000 WHKS & Co	prepare SOW Sheets	\$ 1,602.23
355.1075.5230.000 WHKS & Co	Amend #14 W Main Permanent Rehad design	\$ 2,558.17
001.4010.5482.000 WoodRiver Energy LLC	Library gas #7078	\$ 696.63
110.2010.5482.000 WoodRiver Energy LLC	905 E Main St	\$ 1,026.61
690.8050.5482.000 WoodRiver Energy LLC	905 E Main St	\$ 684.40
615.8015.5342.000 WRH Inc	WPC21001 Headworks & Digester Impro	\$ 193,325.00
001.1099.5410.000 WW GRAINGER	Air filters for buildings	\$ 298.18
001.4010.5410.000 WW GRAINGER	Air filters for buildings	\$ 252.33
001.4030.5410.000 WW GRAINGER	Air filters for buildings	\$ 40.52
001.4065.5410.000 WW GRAINGER	Air filters for buildings	\$ 258.09
110.2010.5410.000 WW GRAINGER	Air filters for buildings	\$ 43.88
690.8050.5410.000 WW GRAINGER	Air filters for buildings	\$ 43.88
151.1010.5230.000 YSS Grants Billing	Cell Phone Reimbursement	\$ 90.00
151.1010.5230.000 YSS Grants Billing	Community Advocates	\$ 9,198.74
151.1010.5230.000 YSS Grants Billing	Benefits	\$ 2,299.69
389.1010.5230.000 YSS Grants Billing	YSS MPACT Services	\$ 7,052.34
001.4010.5736.000 Zoobean Inc	Beanstack plus 5/6/23-5/5/26	\$ 3,833.01
TOTAL		\$1,824,405.55

RESOLUTION APPROVING A COOPERATION AGREEMENT BETWEEN THE CITY OF MARSHALLTOWN AND THE MUNICIPALITY OF ZDOLBUNIV, UKRAINE

WHEREAS, the City of Marshalltown, Iowa has proudly fostered relationships through Sister City connections; and

WHEREAS, the International Center reached out to the Mayor to facilitate a cooperation agreement between the City of Marshalltown and the Municipality of Zdolbuniv, Ukraine; and

WHEREAS, the City is honored by the interest in a relationship with Zdolbuniv, Ukraine to further build on connections and mutual understandings between our two nations; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that the Cooperation Agreement between the City of Marshalltown and the Municipality of Zdolbuniv, Ukraine is hereby approved and the Mayor is directed to execute the Agreement.

Passed this 24th day of April 2023, and signed this _____ day of April 2023.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

ДОГОВІР ПРО СПІВПРАЦЮ МІЖ МІСТОМ МАРШАЛТАУН ТА ЗДОЛБУНІВСЬКОЮ ГРОМАДОЮ

Місто Маршалтаун (Сполучені Штати Америки), розташоване за адресою Офіс Мера, вул. Північно Центральна, 24, М. Маршалтаун. Штат Айова, представлений мером Джоелом Гріром, та та Здолбунівська громада (Україна), розташована за адресою 35705, Рівненська обл., м. Здолбунів, вул. Грушевського, 14, в особі міського голови Сухляка Владислава (далі - **Сторони**) укладають наступну угоду про співпрацю (далі - **Угода**)

ПРЕДМЕТ ДОГОВОРУ

Сторони погоджуються розвивати економічне, культурне та туристичне співробітництво, зміцнювати дружні відносини та, у разі необхідності, допомагати одна одній шляхом надання фінансової, благодійної/гуманітарної допомоги.

СФЕРИ ДОГОВОРУ

Напрямки співпраці: економіка, державні послуги, енергетика, освіта, культура, гуманітарна допомога.

ЗОБОВ'ЯЗАННЯ СТОРІН

Сторони зобов'язуються у співпраці з місцевими органами влади сприяти:

1. розробці спільних проектів та обміну кращими практиками у сферах, що охоплюються Угодою;
2. організації спільних заходів та робочих зустрічей;
3. обміну делегаціями відповідних органів державної влади, неурядових організацій та ділових людей;
4. розвитку дружніх відносин між мешканцями двох муніципалітетів, зокрема між делегаціями в галузі мистецтва і культури, а також обміну учнями, студентами, спортсменами та іншими делегаціями;
5. обміну інформацією про історію та життя громад (наприклад, фотографіями, аудіовізуальними матеріалами) та рекламою в місцевих засобах масової інформації;
6. підтримці на міжнародних конкурсах;
7. наданні підтримки у важкий період. Отримана допомога використовується тільки в благодійних цілях.
8. Кожна Сторона утримується від будь-яких дій, які можуть завдати шкоди іншій Стороні.

ТЕРМІН ДІЇ ДОГОВОРУ

Ця Угода набирає чинності з дня її підписання. Угода розрахована на необмежений термін. Сторони можуть час від часу, за взаємною згодою, змінювати сфери подальшого співробітництва, умови Договору тощо. Угода може бути розірвана з ініціативи однієї зі Сторін шляхом письмового повідомлення іншій Стороні або за спільною згодою обох Сторін.

У разі виникнення суперечок і розбіжностей у тлумаченні, Сторони докладуть усіх зусиль для їх вирішення шляхом переговорів. Договір укладено [дата] року двома оригіналами, українською та англійською мовами. Тексти на всіх мовах мають однакову валідність.

Обидві сторони прочитали Угоду і підписали її вільно.

АДРЕСИ ТА ПІДПИСИ СТОРІН

Офіс Мера

вул. Північно Центральна, 24,
Мфршалтаун, Штат Айова, 50158
Мер Джоел Гріп

Здолбунівська Громада

вул. Михайла Грушевського 14,
Здолбунів, Рівненська область, 35705
Владислав Сухляк, Міський голова

COOPERATION AGREEMENT BETWEEN THE CITY OF MARSHALLTOWN AND THE THE MUNICIPALITY OF ZDOLBUNIV

City of Marshalltown (United States of America), located at 24 North Center Street, Marshalltown, Iowa, represented by its Mayor Joel Greer, and the Municipality of Zdolbuniv (Ukraine), located at 35705 Rivne region, Zdolbuniv, st. Mykhayla Hrushevskoho, 14, represented by its Mayor Vladyslav Sukhlyak (hereinafter referred to as the **Parties**) have entered into the following cooperation agreement (hereinafter referred to as the **Agreement**).

SUBJECT OF THE CONTRACT

The Parties agree to develop economic, cultural and tourism cooperation, to strengthen friendly relations and, where appropriate, to assist each other through financial support and charitable/humanitarian assistance in accordance with their mutual interests.

AREAS OF THE CONTRACT

Areas of cooperation: economy, public services, energy, education, culture, humanitarian aid.

OBLIGATIONS OF THE PARTIES

The Parties undertake to create favourable conditions through the cooperation of local authorities:

1. for the development of joint projects and the exchange of best practices in the areas covered by the Agreement;
2. for organising joint events and working meetings;

3. via exchanges of delegations of relevant public authorities, non-governmental organisations and business community;
4. for the development of friendly relations between the inhabitants of the two municipalities, in particular between delegations in the fields of art and culture, as well as exchanges of pupils, students, athletes and other delegations;
5. for exchanging information on the history and life of the Parties (e.g. pictures, audio-visual material) and advertising in the local media;
6. for providing support for international competitions;
7. for providing support during a difficult period for one of the Parties. The aid received shall be used only for charitable purposes.
8. Each Party shall refrain from any action that may be detrimental to the other Party.

VALIDITY OF THE AGREEMENT

This Agreement shall enter into force on the date of its signature. The Agreement is for an unlimited period.

The Parties may from time to time, by mutual agreement, modify the areas of further cooperation, the terms of the Agreement, etc.

The Agreement may be ended at the initiative of one of the Parties by written notification to the other Party or by common agreement of both Parties.

In the event of disputes and differences of interpretation, the Parties shall use their best efforts to resolve them by negotiation. The Agreement is concluded on [date], in two originals, in Ukrainian and English languages. Texts in all languages have the same validity.

Both Parties have read the Agreement and signed it freely.

ADDRESSES AND SIGNATURES OF THE PARTIES

Mayor's Office
24 North Center Street
Marshalltown IA 50158
Mayor Joel Greer

Zdolbuniv Municipality
Mykhaila Hrushevskoho, 14
Zdolbuniv, Rivne oblast, 35705
Mayor Vladyslav Sukhlyak

MARSHALLTOWN

I O W A

MAYOR'S OFFICE

Joel Greer, Mayor
Jessica Kinser, Administrator
Alicia Hunter, City Clerk
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5712
Fax - (641) 754-5717

March 16, 2023

City of Zdolbuniv
Executive Committee of the Zdolbuniv City Council
Attn: Mayor Vladyslav Sukhlyak
35705 Rivne Region, Zdolbuniv, St. Mykhayla Hrushevs'koho, 14

Dear Mayor Vladyslav Sukhlyak,

On behalf of the City of Marshalltown, located in the State of Iowa within the United States of America, I write today to formally express our interest in developing a Sister City with Zdolbuniv, Ukraine, to further build on the relationships and mutual understanding between our two nations. Our desire is to build educational, economical, and cultural ties to one another.

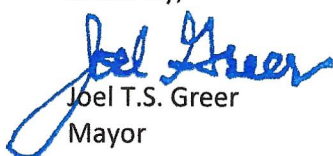
The City of Marshalltown is located in central Iowa on the banks of the Iowa River, and is surrounded by several parks and wildlife areas. It has a rich baseball history and this all-American pastime still plays a big role in the life of the community. We are the home of Lennox, which makes heating and air conditioning units; of Emerson, which has the largest market share of industrial valves; JBS, our largest employer, which processes pork; and Mechdyne, which sells 3-D visualization products around the globe. Our census population is around 28,500, but I suspect it is closer to 30,000. We are already the host to Ukraine families that have been displaced by Russia's war against it.

To provide more information on the City of Marshalltown, I've included a profile of our City as well as, our website (<https://www.marshalltown-ia.gov/>) as another source for ample information.

The benefits of Sister City relationships are many. Through people-to-people relationships, sister cities can promote peace, cultural understanding, and resource sharing to further develop each community. By partnering together on research and development, our cities can profit from the experience and knowledge of our people. And finally, the importance of understanding one another's culture cannot be understated. We are looking forward to offering mentorship and sharing expertise as Zdolbuniv participates in the HOVERLA program supporting Ukraine's decentralization reform.

The City of Marshalltown would be honored if you would provide a response to our request.

Sincerely,



Joel T.S. Greer
Mayor

CITY COUNCIL

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



**RESOLUTION APPROVING A QUIT CLAIM DEED TO ESTABLISH CITY
OWNERSHIP OF A VACATED ALLEY AT 5 SOUTH 12TH STREET**

WHEREAS, the City Council of the City of Marshalltown adopted Ordinance 8914 on September 6, 1955, which vacated the east and west alley between South 12th Street and South 13th Street in the First Block South of West Main Street of Messenger's Subdivision to the Town of Marshall; and

WHEREAS, the City Council held a public hearing and adopted resolution 1955-8991 Providing for the Sale and Conveyance by the City of Marshalltown, Iowa, to the Abutting Lot Owners of Their Respective Portions of the Vacated Alley on December 12, 1955; and

WHEREAS, Marshall County currently has no record of a Quit Claim Deed for the respective portion of the alley being recorded to 5 South 12th Street; and

WHEREAS, Marshall County has requested a quit claim deed to provide for the City's ability to own and dispose of the vacated alley; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that the quit claim deed to the City of Marshalltown establishing ownership of the following described real estate in Marshall County, Iowa is hereby approved and the Mayor is authorized to execute the deed for:

The North 8 ¼' of the East 155 2/3' of the vacated alley adjacent on the South of Lot 38 of Messengers Sub of Lot 1 and Lot 1 of Lot 2 of Binford's Sub of Lots 2 & 3, all in the Subdivision of the NE Quarter of the NW Quarter of Section 34, Township 84 North, Range 18 West of the 5th P.M., Marshall County, Iowa.

Passed this 24th day of April 2023, and signed this ____ day of April 2023.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

MARSHALLTOWN

I O W A

Joel Greer, Mayor
Jessica Kinser, City Administrator
24 North Center Street
Marshalltown, IA 50158
PH 641.754.5701 | FX 641.754.5717

TO: Mayor Greer and the City Council
FROM: Jessica Kinser, City Administrator
DATE: April 18, 2023
RE: Alley – 5 South 12th Street

Strategic Plan:

- ☐ Strategy 1: Expand and improve development in the community.
- ☐ Strategy 2: Enhance Marshalltown's public image.
- ☒ Strategy 3: Continually improve and sustain the City's infrastructure, organization, and services.
- ☐ Strategy 4: Partner with citizens, for-profit, non-profit, and others to improve quality of life.

Plan Objective:

Recommendation: Adopt the resolution as proposed

Budget Impact: \$0

Description/Background: In the process of looking for the history of one alley, we stumbled upon another case where an alley was vacated and conveyed but a deed was never actually recorded. The alley between 12th and 13th Streets and Main and Church Street was successfully conveyed to all but one property in late 1955 on resolution 1955-8991. This resolution shows the conveyance to Ruth Middleton, but no deed was recorded. This process is to complete that conveyance to the current owners, setting the public hearing for the conveyance on April 24th and holding the public hearing on May 8th.

CITY COUNCIL

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



ORDINANCE VACATING ALLEY

AN ORDINANCE TO VACATE THE EAST AND WEST ALLEY BETWEEN SOUTH TWELFTH STREET AND SOUTH THIRTEENTH STREET IN THE FIRST BLOCK SOUTH OF WEST MAIN STREET

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA.

Section 1. That the east and west alley between South Twelfth Street and South Thirteenth Street in the first block South of West Main Street and lying between Lot 38 of Messenger's Sub-Division of Lot One (1) and Lots One (1) of Two (2), Two (2) of Two (2), Three (3) of Two (2) and Four (4) of Two (2) all in the Sub-Division of the Northeast Quarter of the Northwest Quarter of Section 34-84-18 on the North side thereof and Lot 37 of Messengers Sub-Division of Lot One (1) and Lots Seven (7) of Two (2), Eight (8) of Two (2) Nine (9) of Two (2) Ten (10) of Two (2) and Eleven (11) of Two (2) all in the Sub-Division of the Northeast Quarter of the Northwest Quarter of Section 34-84-18 on the South side thereof, be and the same is hereby vacated.

Section 2. This ordinance shall be in full force and effect from and after its passage and publication as provided by law.

Mayor

The above ordinance entitled, "AN ORDINANCE TO VACATE THE EAST AND WEST ALLEY BETWEEN SOUTH TWELFTH STREET AND SOUTH THIRTEENTH STREET IN THE FIRST BLOCK SOUTH OF WEST MAIN STREET", was authenticated this 6th day of September, 1955.

City Clerk

I, Rena Van Orman, do hereby certify that the above ordinance, entitled, "AN ORDINANCE TO VACATE THE EAST AND WEST ALLEY BETWEEN SOUTH TWELFTH STREET AND SOUTH THIRTEENTH STREET IN THE FIRST BLOCK SOUTH OF WEST MAIN STREET", was duly passed by the council on 6th day of September, 1955; signed by the Mayor on the 6th day of September, 1955; authenticated by the Mayor and the City Clerk on the 6th day of September, 1955; and published in the Times Republican on the 8th day of September, 1955.

City Clerk

RESOLUTION TENTATIVELY PROVIDING FOR THE SALE AND CONVEY-
ANCE BY THE CITY OF MARSHALLTOWN, IOWA, OF THE VACATED
ALLEY EXTENDING FROM SOUTH TWELFTH STREET TO SOUTH THIR-
TEENTH STREET AND LOCATED BETWEEN WEST MAIN STREET AND
WEST CHURCH STREET.

WHEREAS, this Council has by ordinance duly vacated the platted alley extending from South Twelfth Street to South Thirteenth Street and located between West Main Street and West Church Street in the City of Marshalltown, Iowa, as is more particularly described herein- after and that the public right of user therein has been terminated; by such vacation; and

WHEREAS, the public interest and the interest of abutting and adjacent property owners does not require the maintenance of said vacated alley for any public purpose or use and does not require that the City of Marshalltown, Iowa, retain title thereto and that the own- ership and title to said vacated alley can be used to advantage by the private owners of the lots abutting thereon and that no other private owners in the vicinity thereof will be adversely effected by the sale and conveyance to such abutting lot owners.

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

Section 1. That the parcel of ground heretofore existing as a public alley sixteen and one-half ($16\frac{1}{2}$ ') feet wide and extending from South Twelfth Street to South Thirteenth Street and located between West Main Street and West Church Street and

Being that parcel of ground sixteen and one-half ($16\frac{1}{2}$ ') feet wide lying between Lot Thirty-eight (38) of Messenger's Sub- division of Lot One (1) and Lots One of Two (1 of 2), Two of Two (2 of 2), Three of Two (3 of 2) and Four of Two (4 of 2) of Binford's Subdivision of Lots Two and Three (2 and 3), all in the Subdivision of the Northeast Quarter of the Northwest Quarter ($NE\frac{1}{4}NW\frac{1}{4}$) of Section Thirty-four (34), Township Eighty- four (84) North (N), Range Eighteen (18), West (W) of the 5th P. M., Marshall County, Iowa, on the north side thereof, and Lot Thirty-seven (37) of Messenger's Subdivision of Lot One (1) and Lots Seven of Two (7 of 2), Eight of Two (8 of 2), Nine of Two (9 of 2), Ten of Two (10 of 2) and Eleven of Two (11 of 2) of Binford's Subdivision of Lots Two and Three (2 and 3), all in the Northeast Quarter of the Northwest Quarter ($NE\frac{1}{4}NW\frac{1}{4}$) of Section Thirty-four (34), Township Eighty-four (84) North (N), Range Eighteen (18) West (W) of the 5th P. M., Marshall County, Iowa, on the south side thereof,

has been duly and regularly vacated as a public alley and that the title thereto is now vested in the City of Marshalltown, Iowa, freed of the public right of user therein. That the owners of the lots and portions of lots abutting on such vacated alley have agreed to pay to

the City of Marshalltown, Iowa, all costs of publication for the vacation of said alley, publication costs of notice of hearing on the proposed sale and conveyance thereof to such abutting owners and any recording costs in recording these Council proceedings with reference thereto, and it is proposed to sell and convey by Quit Claim Deed to the abutting property owners one-half of the portion of said vacated alley abutting the respective lots or parts of lots of said owners in the following manner:

To Kenneth E. Brintnall the North 8 1/4 feet of the West 60 feet of said vacated alley,

To George S. La Frentz the North 8 1/4 feet of the East 45 feet of the West 105 feet of said vacated alley,

To Malcolm H. and Eleanor C. Gold the North 8 1/4 feet of the East 45 feet of the West 150 feet of said vacated alley,

To Ethyl K. Alden the North 8 1/4 feet of the East 90 feet of the West 240 feet of said vacated alley,

To Ruth J. Middleton the North 8 1/4 feet of the East 155 2/3 feet of said vacated alley,

To Delmar M. and Wilda J. Roth the South 8 1/4 feet of the West 180 feet of said vacated alley,

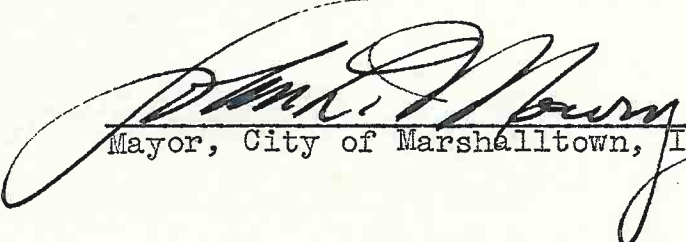
To Roy P. and Alice B. McBride the South 8 1/4 feet of the East 55 3/4 feet of the West 135 3/4 feet of said vacated alley,

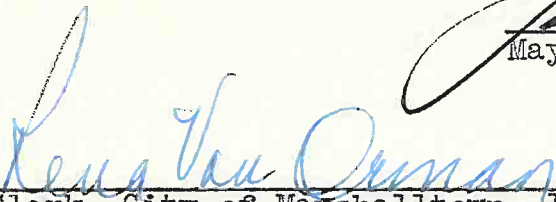
To Horace D. and Louise Miller the South 8 1/4 feet of the East 159 11/12 feet of said vacated alley.

The City reserving therein rights of public utilities and for other municipal service for installation repair and maintenance.

Section 2. That this resolution of the proposed sale thereof as is described in Section 1 of this resolution be now tentatively adopted and placed on file and that the City Clerk give the public notices as required by Section 368.39 Code of Iowa for 1954 relative to the proposed sale and conveyance thereof as is herein described and that this matter come on for public hearing before the Council at its regular meeting at 7:30 o'clock P. M. on December 12, 1955, in the Council Chamber in the City Hall, at Marshalltown, Iowa.

Passed and approved this 14 day of November, 1955.


Mayor, City of Marshalltown, Iowa.

Attest: 
Clerk, City of Marshalltown, Iowa.

PUBLIC NOTICE.

PUBLIC NOTICE IS HEREBY GIVEN that there is now on file in the office of the Clerk of the City of Marshalltown, Iowa, a resolution whereby it is proposed to sell and convey to the owners of the abutting lots the vacated alley between South Twelfth Street and South Thirteenth Street and located between West Main Street and West Church Street and

Being that parcel of ground sixteen and one-half ($16\frac{1}{2}$) feet wide lying between Lot Thirty-eight (38) of Messenger's Subdivision of Lot One (1) and Lots One of Two (1 of 2), Two of Two (2 of 2), Three of Two (3 of 2) and Four of Two (4 of 2) of Binford's Subdivision of Lots Two and Three (2 and 3), all in the Subdivision of the Northeast Quarter of the Northwest Quarter ($NE\frac{1}{4}NW\frac{1}{4}$) of Section Thirty-four (34), Township Eighty-four (84)-North (N), Range Eighteen (18), West (W) of the 5th P. M., Marshall County, Iowa, on the north side thereof, and Lot Thirty-seven (37) of Messenger's Subdivision of Lot One (1) and Lots Seven of Two (7 of 2), Eight of Two (8 of 2), Nine of Two (9 of 2), Ten of Two (10 of 2) and Eleven of Two (11 of 2) of Binford's Subdivision of Lots Two and Three (2 and 3), all in the Northeast Quarter of the Northwest Quarter ($NE\frac{1}{4}NW\frac{1}{4}$) of Section Thirty-four (34), Township Eighty-four (84)-North (N), Range Eighteen (18) West (W) of the 5th P. M., Marshall County, Iowa, on the south side thereof.

That it is proposed to sell and convey by Quit Claim Deed to the abutting owners the following portions of said vacated alley:

To Kenneth E. Brintnall the North $8\frac{1}{4}$ feet of the West 60 feet of said vacated alley,

To George S. La Frentz the North $8\frac{1}{4}$ feet of the East 45 feet of the West 105 feet of said vacated alley,

To Malcolm H. and Eleanor C. Gold the North $8\frac{1}{4}$ feet of the East 45 feet of the West 150 feet of said vacated alley,

To Ethyl K. Alden the North $8\frac{1}{4}$ feet of the East 90 feet of the West 240 feet of said vacated alley,

To Ruth J. Middleton the North $8\frac{1}{4}$ feet of the East $155\frac{2}{3}$ feet of said vacated alley,

To Delmar M. and Wilda J. Roth the South $8\frac{1}{4}$ feet of the West 180 feet of said vacated alley,

To Roy P. and Alice B. McBride the South $8\frac{1}{4}$ feet of the East $55\frac{3}{4}$ feet of the West $135\frac{3}{4}$ feet of said vacated alley,

To Horace D. and Louise Miller the South $8\frac{1}{4}$ feet of the East $159\frac{11}{12}$ feet of said vacated alley.

The consideration for such conveyance is that the prospective grantees pay to the City of Marshalltown, Iowa, the publication costs for the vacation of said alley, the publication costs of the notices of public hearing on the proposed sale and the recording

fees in connection with the transcript of the proceedings relative thereto. That the City of Marshalltown, Iowa, is to reserve easement rights therein for public utility and municipal services and for the installation, repair and maintenance thereof.

That final action on the proposed resolution as is now on file will be taken at the regular meeting of the Council to be held in the Council Chamber at the City Hall, Marshalltown, Iowa, on the 12th day of December, 1955, at 7:30 o'clock P. M., at which time and place a public hearing will be had on any objections thereto and the Council will take final action on the resolution as is now on file.

That this notice is given as required by Section 368.39 Code of Iowa for 1954.

Lena M. O'Brien
City Clerk.

November — *1955*

899/

RESOLUTION ADOPTING TENTATIVE RESOLUTION FOR THE
SALE AND CONVEYANCE OF THE VACATED ALLEY EXTEND-
ING FROM SOUTH TWELFTH STREET TO SOUTH THIRTEENTH
STREET AND LOCATED BETWEEN WEST MAIN STREET AND
WEST CHURCH STREET IN THE CITY OF MARSHALLTOWN, IOWA.

WHEREAS, the Council of the City of Marshalltown, Iowa, did on November 14, 1955, place on file a tentative resolution whereby it proposed to sell, dispose of and convey the title and interest of the City of Marshalltown, Iowa, in and to a certain vacated public alley being the alley extending from South Twelfth Street to South Thirteenth Street and located between West Main Street and West Church Street to the owners of lots and parts of lots abutting thereon according to their several interests in and to such abutting property; and

WHEREAS, public notices as required by law have been duly published and no objections to the proposed sale of such vacated alley has been filed in writing with the City Clerk and none are made in open council to said proposed sale and this is the time and place provided in said tentative resolution and in the public notices for this Council to take final action upon the final adoption of said tentative resolution and the proposal of sale as is therein contained.

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

Section 1. That the tentative resolution placed on file in the office of the Clerk of the City of Marshalltown, Iowa, on November 14, 1955, wherein it was proposed to sell, dispose of and convey the title and interest of the City of Marshalltown, Iowa, in and to that parcel of ground heretofore existing as a public alley sixteen and one-half ($16\frac{1}{2}$ ') feet wide and extending from South Twelfth Street to South Thirteenth Street and located between West Main Street and West Church Street and

Being that parcel of ground sixteen and one-half ($16\frac{1}{2}$ ') feet wide lying between Lot Thirty-eight (38) of Messenger's Subdivision of Lot One (1) and Lots One of Two (1 of 2), Two of Two (2 of 2), Three of Two (3 of 2) and Four of Two (4 of 2) of Binford's Subdivision of Lots Two and Three (2 and 3), all in the Subdivision of the Northeast Quarter of the Northwest Quarter ($NE\frac{1}{4}NW\frac{1}{4}$) of Section Thirty-four (34), Township Eighty-four (84) North (N), Range Eighteen (18), West (W) of the 5th P. M., Marshall County, Iowa, on the north side thereof, and Lot Thirty-seven (37) of Messenger's Subdivision of Lot One (1) and Lots Seven of Two (7 of 2), Eight of Two (8 of 2), Nine of Two (9 of 2), Ten of Two (10 of 2) and Eleven of Two (11 of 2) of Binford's Subdivision of Lots Two and Three (2 and 3), all in the Northeast Quarter of the Northwest Quarter ($NE\frac{1}{4}NW\frac{1}{4}$) of Section Thirty-four (34), Township Eighty-four (84) North (N), Range Eighteen (18) West (W) of the 5th P. M., Marshall County, Iowa, on the south side thereof,

heretofore vacated by a duly adopted and published ordinance of vacation of said public alley to the following designated owners of abutting lots as their interests therein is hereinafter set forth, be now finally adopted and that the sale and conveyance thereof as is hereinbefore described be now approved and that quit claim deeds to the following portions thereof be executed and delivered upon the payment to the City Clerk by such abutting owners of all publication costs of the vacation of said alley, publication costs of the notice of hearing on the said proposed sale and conveyance thereof and the recording costs of recording the Council proceedings with reference thereto. That the conveyance of said vacated alley be to the following named persons and in the respective portions thereof:

To Kenneth E. Brintnall the North 8 1/4 feet of the West 60 feet of said vacated alley,

To George S. La Frentz the North 8 1/4 feet of the East 45 feet of the West 105 feet of said vacated alley,

To Malcolm H. and Eleanor C. Gold the North 8 1/4 feet of the East 45 feet of the West 150 feet of said vacated alley,

To Ethyl K. Alden the North 8 1/4 feet of the East 90 feet of the West 240 feet of said vacated alley,

To Ruth J. Middleton the North 8 1/4 feet of the East 155 2/3 feet of said vacated alley,

To Delmar M. and Wilda J. Roth the South 8 1/4 feet of the West 180 feet of said vacated alley,

To Roy P. and Alice B. McBride the South 8 1/4 feet of the East 55 3/4 feet of the West 235 3/4 feet of said vacated alley,

To Horace D. and Louise Miller the South 8 1/4 feet of the East 159 11/12 feet of said vacated alley.

Section 2. The Mayor and Clerk, respectively, of the City of Marshalltown, Iowa, are hereby authorized and directed to execute quit claim deeds to the above named persons to the respective portions of said vacated alley as is described in Section 1 of this resolution. That upon payment of the costs as is herein set forth that said quit claim deeds be then delivered to the said persons as is herein designated.

Passed and approved this 12th day of December, 1955.

Attest:

Rena Van Corman
Clerk, City of Marshalltown, Iowa.

John A. Newmy
Mayor, City of Marshalltown, Iowa.

COUNCIL PROCEEDINGS
Regular

Marshalltown, Iowa
December 12, 1955

Mayor John L. Mowry called the regular meeting to order.

Roll Call: Collins, Crosby, Hunt, Maloney, Paul, Ralf, and Swanson.
Absent Gummert.

Maloney moved and Swanson seconded the approval of the minutes of the December 7th Special Meeting as submitted. Motion carried.

8985

APPLICATION: Richard Robovsky dba Sav Way Market, 236 So. 3rd Ave., for Class "C" Beer Permit with \$500.00 bond in the Travelers Indemnity Co., Hartford, Conn. Collins moved and Hunt seconded bond be approved and permit granted. Motion carried.

Tunis Devette dba The Ran Da Voo, 28 No. 1st Ave., for Class "B" Beer Permit, with \$500.00 bond in the Travelers Indemnity Co., Hartford, Conn.

G. M. Hanson dba the Tremont Cigar Store & Grill, 22-24 West Main St., for Class "B" Beer Permit with \$500.00 bond in the St. Paul Mercury Indemnity, St. Paul, Minn. Collins moved and Maloney seconded that bonds be approved and permits granted to the two above applicants. Roll Call - Ayes - Crosby, Collins, Hunt, Maloney, Paul, Ralf, and Swanson. Absent - Gummert. Motion carried.

Harold R. Downs dba The Town Pump, 323 So. 3rd Ave. for Class "B" Beer Permit with \$500.00 bond in the Merchant's Mutual Bonding Co., Des Moines, Ia. Swanson moved and Hunt seconded that bond be approved and permit granted. Roll Call - Ayes - Collins, Crosby, Hunt, Maloney, Paul, Ralf and Swanson. Absent - Gummert. Motion carried.

Harold R. Downs dba The Town Pump, 323 So. 3rd Ave., for Cigarette Permit with \$1000.00 bond in the Merchant's Mutual Bonding Co., Des Moines, Iowa. Swanson moved and Hunt seconded that bond be approved and permit granted. Motion carried.

APPLICATION of Helen Chrystal with Renewal Certificate of \$1000.00 bond in the U. S. Fidelity & Guaranty Co., Baltimore, Md. Collins moved and Ralf seconded that bond be approved. Motion carried.

APPLICATION Superior Superthane Co. as Gas Fitter and Appliance Dealer with Continuation Certificate for \$1000.00 bond in the Western Surety Co., Sioux Falls, S.D.; and Holland Furnace Co., as Gas Dealer with Continuation Certificate for \$1000.00 bond in the Maryland Casualty Co., Baltimore, Md. Swanson moved and Paul seconded that the bonds of the two above named be approved. Motion carried.

COMMUNICATION from the Western Transportation Co. regarding breaking of curbing on May Street. Crosby moved and Paul seconded that communication be referred to the Streets and Alley Committee. Motion carried.

COMMUNICATION from the Independent School District regarding a stop sign at the corner of Church and 3rd Streets. Crosby moved and Maloney seconded that the request be placed on file. Motion carried.

COMMUNICATION from Don I. Payne regarding connection with the City Water supply. Collins moved and Crosby seconded that the request be denied as the council had no authority to grant such requests. Motion carried.

COMMUNICATION from Iowa National Mutual Insurance Company, Cedar Rapids, Ia. regarding the auto claim of Arthur and Vivian Prescott also Communication from North America Companies regarding the Ideal Pastry Company auto claim. Crosby moved and Ralf seconded that the claims submitted by these companies be denied and the matters referred to R. A. Rockhill for further communication. Motion carried.

8986

COMMUNICATION FROM C. John Anderson regarding the completion of the sanitary sewer. "RESOLUTION TENTATIVELY APPROVING PLAT AND SCHEDULE OF ASSESSMENT FOR SANITARY SEWER IMPROVEMENTS AND ORDERED PUBLICATION OF NOTICE" was read. Maloney moved and Paul seconded the adoption of the resolution. Roll Call - Ayes - Collins, Crosby, Hunt, Maloney, Ralf, Paul and Swanson. Absent - Gummert. Resolution adopted.

8987

Objections to Marion Street ciling were submitted by residents between 3rd Avenue and 6th Avenue on Marion Street. A. F. Fullock objected orally for the residents in that area. Crosby moved and Ralf seconded that the objection be placed on file until the resolution is considered on the night of the December 27th meeting. The motion was carried.

8988

A petition for the annexation of territory to the city of Marshalltown was read. "A RESOLUTION APPROVING THE ANNEXING OF TERRITORY LOCATED IN SECTION 2, TOWNSHIP 83 NORTH, RANGE 18 WEST OF THE 5TH PRINCIPAL MERIDIAN, MARSHALL COUNTY, IOWA" was read, the territory annexed being the land owned by the Marshalltown Community School District south of the Ferguson Addition. Crosby moved and Swanson seconded the adoption of the resolution. Roll Call - Ayes - Collins, Crosby, Hunt, Maloney, Paul, Ralf, and Swanson. Absent - Gummert. Resolution adopted.

8989

Dedication by Homer Harrison for the purpose of establishing an extension on West Boone Street. "RESOLUTION ACCEPTING CUIT-CLAIM DEED" was read. Paul moved and Collins seconded the adoption of the resolution. Roll Call - Ayes - Collins, Crosby, Hunt, Maloney, Paul, Ralf and Swanson. Absent - Gummert. Resolution adopted.

Municipal Court

Salaries for November
Truck Insurance Exchange
County Auditor
Endicott Printing Service
Minnie E. Grimm
Don Petersen

\$ 1,220.84
\$ 222.24
25
84.95
23.00
22.50
12.50

Fire

Salaries for November
American Fire Apparatus Co.
City Water Works
W. S. Darley & Co.
Delta Chemical Co.
Downing Bros. Hardware
Goodyear Service Stores
Heuer Truck & Equipment Co.
Hooker Supply Co.
Industrial Towel & Uniform Service
Iowa Electric Light & Power
Isaacson et. al.
Koehler Manufacturing Co.
Marshall Lumber
Marshalltown Clean Towel Service
Marshalltown Surplus Outlet Store
Mercy Hospital
Fred Mount Motors
N. W. Bell Telephone Co.
J. C. Penney Co., Inc.
J. C. Penney Co., Inc.
Pille's Standard Service
Mrs. R. M. Robinson
Star Clothing Store
J. J. Stegman, M. D.
U. S. Battery & Electric
Weaver's Standard Service
Western Tire Auto Stores
Western Transportation
West's Standard Service
Drs. Wolfe & Carpenter
Bert Wilson

\$ 5,345.00
20.00
3.22
2.94
34.40
.85
79.74
8.40
39.95
3.00
141.26
10.00
9.51
.88
2.45
14.49
10.00
2.50
2.85
20.33
5.76
23.52
30.00
22.52
5.00
11.31
.75
.73
3.28
7.40
5.00
2.55

Vivian Hamilton
Meeker Laundry
Vas Paint and Wallpaper Co.
Tiger Chemical Co., Onawa, Ia.
Postmaster
The National Institute of
Municipal Clerks
B. J. Redden
Credit Guide Co.
Street Fund
Marshall Office Supply Co.
Truck Insurance Exchange
Vas Paint and Wallpaper Co.
Times Republican
Iowa Electric Light & Power
City Water Works
Mrs. R. M. Robinson
Albee Office Equipment Co
C.S.A. #287 - Joe Pelcman, Secy.
Central Iowa Storage Co.
Dunkerton Insurance Agency
Custom Built Cabinet Shop

\$ 50.00
1.14
25.25
12.00
6.00
10.00
10.00
18.00
8.95
11.96
5.90
9.18
6.85
191.94
162.13
8.80
.50
.70
15.00
105.00
2.00
693.65

Streets and Alley

Salaries for November
Truck Insurance Exchange
Arnold Motor Supply
Ben Allen Feed Store
Bituminous Materials Co.
Bos Freight Lines, Inc.
Cash
Coal and Heating Enterprise
Con Jacobson Co.
Con Jacobson Co.
Downing Bros. Hardware
Dunkerton Insurance Agency
Fred Mount Motors
H. A. Peterson Co.
Henke Manufacturing Corp.
Hawkeye Machinery Co.
Hawkeye Oil Co.
Gibbs-Cook Equipment Co.
M. Gervich & Sons, Inc.
General Steel & Tool Co.
Irwin Tire Service
Iowa Electric Light & Power
Industrial Towel & Uniform Service
Leon Fink Auto Service
Marshall Implement Co.
Maulsby Electric
Mid-west Machine & Welding
Marshalltown Clean Towel Service
Pat Manning Chevrolet
N. R. Seastrum & Son
N. W. Bell Telephone Co.
Guinn's Auto Radiator Shop
Sieg-Marshalltown Co.
Superior Welding Supply
Skelly Oil Co.
George Thinger Motors
U. S. Battery & Electric
Witwer Grocer Co.
Wilson Welding & Radiator Shop

\$ 5,654.86
228.52
76.93
33.00
67.74
2.00
3.19
81.54
536.75
1,065.75
1.34
26.74
7.41
58.83
33.75
20.26
43.99
772.62
10.89
79.23
21.44
16.63
2.00
9.04
28.49
125.82
27.03
2.45
10.16
693.00
41.41
18.60
8.34
15.46
568.28
27.66
27.24
8.43
20.00

Flood Control

Street Fund

\$ 10,000.00

Police

Salaries for November
Marshalltown Clean Towel Service
Truck Insurance Exchange
Eldon Anderson
Brennecke-Grossman Insurance
Virgil Dye
Garry's Auto Service
Ray Hansen's Shoes
Iowa Electric Light & Power
Irwin Tire Service
Donald Mackaman & Orville Coulter
Marshall Office Supply Co.
Marshalltown Clean Towel Service
Marshalltown Surplus Outlet Store
Maulsby Electric
Pete Messina
Fred Mount Motors
N. W. Bell Telephone Co.
Peak Electric
J. C. Penney Co., Inc.
Peoples' Clothing Store
H. A. Peterson Co.
Pille's Standard Service
Sieg-Marshalltown Co.
Superior "400"
Ware and McDonald
Capps' Paint and Wallpaper

\$ 4,985.50
2.45
.98
14.00
8.00
9.10
1.00
13.95
181.25
76.16
98.00
2.70
2.45
8.74
185.20
191.06
160.72
3.70
6.85
4.71
52.17
55.00
5.56
9.82
7.30
10.15
1.30

General Government

Salaries for November
Albert J. Loecke
Clifton Super Markets
Endicott Printing Co.
Callaghan and Co.

\$ 2,142.83
25.00
1.25
19.75
27.50

Parking Meter

Salaries for November
Salaries for November
Labor Payroll Dept.
Truck Insurance Exchange
Superior Oil Co., Inc.
Iowa Electric Light & Power
Magee-Hale Park-O-Meter Co.
Mid-West Machine & Welding
Pille's Standard Service
Webster Insurance Agency

\$ 451.25
451.25
63.60
20.96
6,500.00
56.16
92.30
7.88
.88
10.00

Sewer

Salaries for November
Truck Insurance Exchange
Collins, Thompson & Willis
Con Jacobson Co.
Concrete Material & Construction
Glick Supply Co.
Industrial Towel & Uniform Service

\$ 1,219.39
49.83
1,140.09
1.88
.90
18.37
2.00

Iowa Electric Light & Power	\$ 24.54
Marshalltown Clean Towel Service	2.45
Street and Alley Dept.	28.60
Floyd Neff	15,956.32

Marshall Implement Co.	\$.95
Tri-State Lock Service	.75
N. W. Bell Telephone Co.	8.50
A. E. Olsen	38.14

\$18,444.37

Sewage Disposal

Utility

\$ 889.91

Salaries for November	\$ 3,241.75
Truck Insurance Exchange	63.79
Street and Alley Dept.	7.60
Electric Engineer & Equipment Co.	7.14
Marshall Office Supply Co.	7.00
Marshalltown Clean Towel Service	8.75
Egleston Electric Co.	9.60
Arnold Motor Supply	10.60
Mid-west Machine & Welding	49.75
Diamond Paint Co.	8.60
Glick Supply Co.	38.66
Hawkeye Oil Co., Inc.	8.50
Iowa Electric Light & Power	478.03
Industrial Towel & Uniform Service	2.00
Marshall Implement Co.	25.50
N. W. Bell Telephone Co.	2.10
Sewage Disposal Sinking Fund	1,370.00
Sewage Disposal Depreciation Fund	750.00
Sieg-Marshalltown Co.	30.89
Socoony-Vacuum Oil Co.	32.45
George Thinger Motors	72.94
Thompson Fire & First Aid Equipment	2.80
City Water Works	883.39
Zep Manufacturing Corp.	26.72

Salaries for November	\$ 259.17
Truck Insurance Exchange	1.94
Iowa Electric Light & Power	2,934.65
Marshall Office Supply Co.	.50
Street and Alley Dept.	8.58

Revolving

\$ 3,204.84

Salaries for November

Fidelity Savings Bank	\$ 150.00
Homer Harrison, Jr.	150.00
Hospital Service, Inc. of Iowa	138.22
Fidelity Savings Bank	3.10
Fidelity Savings Bank	131.25
Iowa Electric Light & Power	18.75
	111.24

New Fire Station Building

\$ 702.56

Kiowa Corp.

\$ 150.00

C. F. Reimer Construction Co.

\$ 3,572.10

\$ 7,148.56

\$ 3,722.10

Health and Sanitation

Bond Retirement

Salaries for November	\$ 634.16
Truck Insurance Exchange	7.67
Cherry-Burrell Corp.	3.81
Alvin B. Grey	66.67
Iowa Electric Light & Power	8.24
Postmaster	37.26
Railway Express Agency	1.91

Dwight Willard, Treasurer	\$14,700.00
Dwight Willard, Treasurer	1,011.25
Dwight Willard, Treasurer	280.00
Dwight Willard, Treasurer	1,020.83
Dwight Willard, Treasurer	61.25
Dwight Willard, Treasurer	112.50
Dwight Willard, Treasurer	337.50

\$ 759.72

\$17,523.33

Land Fill

Band

Salaries for November	\$ 475.02
Truck Insurance Exchange	24.08
Arnold Motor Supply	3.40
Hawkeye Oil Co.	80.24
Pille's	1.56
Sieg-Marshalltown Co.	26.04
U.S. Battery & Electric	25.06

Truck Insurance Exchange	\$.25
Iowa Public Employment Retirement System	
Raymond Kloubec	1.59
Dog Contract	
Animal Rescue League	\$ 150.00

\$ 635.40

Engineering

Salaries for November	\$ 1,572.46
Truck Insurance Exchange	11.77
Amercan Public Works Assn.	1.20
Charles Bruning Co., Inc.	5.47
Business Machines, Inc.	2.80
Dunkerton Insurance Agency	27.11
Mrs. Harry Jones	5.00
Pat Manning Chevrolet	7.15
Pat Manning Chevrolet	77.66
Marshall Implement Co.	3.90
Marshall Lumber Co.	17.50
Marshall Office Supply Co.	8.30
Marshalltown Clean Towel Service	2.45
N. W. Bell Telephone Co.	.40
Street & Alley Dept.	26.82
George Thinger Motors	17.04
Weaver's Standard Service	7.30

\$ 1,794.33

Playground

Salaries for November	\$ 634.01
Truck Insurance Exchange	16.53
Diamond Paint Co.	11.60
Clarence Helfer	3.75
Forrest C. Reed Insurance Agency	124.00
Hawks "66" Service	22.10
Iowa Electric Light & Power	27.73
Marshall Office Supply Co.	1.85

December 12, 1955

Dedication of Ferguson's 3rd Addition was read. "A RESOLUTION ACCEPTING DEDICATION OF FERGUSON'S 3RD ADDITION TO THE TOWN OF MARSHALL, MARSHALL COUNTY" was read. Maloney moved and Paul seconded the adoption of the resolution. Roll Call - Ayes - Collins, Crosby, Hunt, Maloney, Paul, Ralf, and Swanson. Absent - Gummert. Resolution adopted.

Swanson moved and Collins seconded that the bills as audited and submitted be approved for payment and that the City Clerk be authorized to issue warrants in payment of same. Roll Call - Ayes - Collins, Crosby, Hunt, Maloney, Paul, Ralf and Swanson. Absent - Gummert. Motion carried.

Alvin Grey reported 53 farm inspections and 38 milk analyses.

Albert Loecke reported that 66 electrical permits were issued in November and 21 building permits; 12 were for new homes. The value of the building permits being \$183,600.00.

Chester Hodgdon, representing the Hodgdon Bus Service, appeared before the Council explaining some of his problems. Discussion followed. Further consideration to be given at a later meeting.

Dr. Samuels appeared before the Council regarding the March of Dimes. He requested permission to hang plastic containers on 3 blocks of parking meters from 2nd Avenue to First Street on Main Street for two continuous weeks in January. Ralf moved and Paul seconded that permission be granted. Motion carried.

Swanson advised that the list of unpaid sewage bills had been submitted, totaling \$840.16. Swanson moved and Crosby seconded that any sewage bills still unpaid after December 15th be certified to the County Auditor for Collection. Roll Call - Ayes - Collins, Crosby, Hunt, Maloney, Paul, Ralf and Swanson. Absent - Gummert. Motion carried.

Swanson referred to the "bull-clam equipment" at the Land Fill which is in need of repair or replacement. Discussion followed. Swanson moved and Maloney seconded that the present tractor used and now operating at the land fill be repaired as previously outlined, cost not to exceed \$5100.00; including Herman Brown Company furnishing the city with the loan of a machine and transportation until such time as our own equipment is again ready for use. Roll Call - Ayes - Crosby, Hunt, Maloney, Paul, Ralf and Swanson. Naves - Collins. Absent - Gummert. Motion carried.

"A RESOLUTION ADOPTING A TENTATIVE RESOLUTION FOR THE SALE AND CONVEYANCE OF THE VACATED ALLEY EXTENDING FROM SO. 12TH TO SO. 13TH STREETS, AND LOCATED BETWEEN WEST MAIN STREET AND WEST CHURCH STREET IN THE CITY OF MARSHALLTOWN, IOWA" was read. Collins moved and Hunt seconded the adoption of the resolution. Roll Call - Ayes - Collins, Crosby, Hunt, Maloney, Paul, Ralf, and Swanson. Absent - Gummert. Resolution adopted.

"RESOLUTION ACCEPTING PERFORMANCE OF ESCROW AGREEMENT WITH CHARLES FINGERET FOR EXTENSION OF ANSON STREET AND FOR ABANDONMENT OF JUNK AND SALVAGE BUSINESS AND AUTHORIZING RELEASE OF WARRANT IN PERFORMANCE THEREOF" was read. Crosby moved and Swanson seconded the adoption of the resolution. Roll Call - Ayes - Collins, Crosby, Hunt, Maloney, Paul, Ralf and Swanson. Absent - Gummert. Resolution adopted.

"RESOLUTION APPROVING RESOLUTION PROVIDING FOR ASSIGNMENT OF LEASE HOLD INTEREST FROM THE IOWA STATE HIGHWAY COMMISSION TO THE "FISHER FOUNDATION" was read. The Mayor called for objections. There were no oral objections. There were no written objections. Crosby moved and Paul seconded, the adoption of the resolution. Roll Call - Ayes - Collins, Crosby, Hunt, Maloney, Paul, Ralf and Swanson. Absent - Gummert. Resolution adopted.

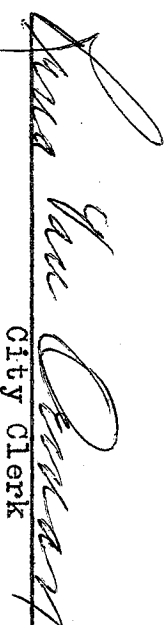
"AN ORDINANCE ESTABLISHING EXTENSION OF SOUTH 3RD AVENUE" was read. Swanson moved and Maloney seconded that the rule requiring the reading of an ordinance on 3 separate days be dispensed with. Roll Call - Ayes - Collins, Crosby, Hunt, Maloney, Paul, Ralf, and Swanson. Absent - Gummert. Motion carried. Ralf moved and Swanson seconded the adoption of the ordinance. Roll Call - Ayes - Collins, Crosby, Hunt, Maloney, Paul, Ralf and Swanson. Absent - Gummert. Ordinance adopted.

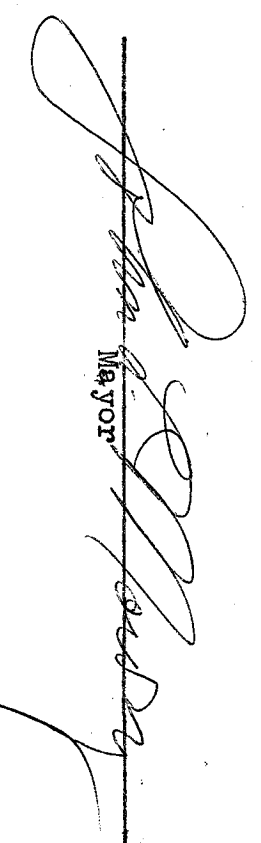
An ordinance repealing an ordinance prohibiting parking on South 9th Street was read for the first time.

C. John Anderson urged that the councilmen give consideration to the list of those streets and avenues where curb and gutter will be needed this coming year.

Councilmen referred to the coming meeting on December 26th, which is being celebrated as a holiday this year, and requested adjournment until December 27th.

Crosby moved to adjourn and Ralf seconded. Motion carried.


City Clerk


Mayor

**RESOLUTION SETTING A PUBLIC HEARING FOR THE CONVEYANCE AND
TRANSFER OF TITLE TO A PORTION OF VACATED BUT UNCONVEYED ALLEY
TO THE TITLE OWNERS OF 5 SOUTH 12TH STREET**

WHEREAS, the City Council of the City of Marshalltown adopted Ordinance 8914 on September 6, 1955, which vacated the East and West Alley between the South 12th Street and South 13th Street; and

WHEREAS, the City Council held a public hearing and adopted resolution 1955-8991 Providing for the Sale and Conveyance by the City of Marshalltown, Iowa, to the abutting lot owners of their respective portions of the vacated alley on December 12, 1955; and

WHEREAS, the quit claim deed transferring title of the portion of the vacated alley to 5 South 12th Street appears to have not been recorded; and

WHEREAS, the below-referenced portion of the vacated but unconveyed alley have been utilized and maintained by the owner of 5 South 12th Street and is not required for any public purpose and no rights of private persons will be adversely affected by the proposed conveyance; and

WHEREAS, this portion of the vacated but unconveyed alley is not presently attributed ownership in the County system and is not identified by the County as a taxable parcel; and

WHEREAS, the City Council of the City of Marshalltown, Iowa, proposes to convey and transfer by Quit Claim Deed to the current record owner of 5 South 12th Street, for the sum of \$1.00 and other good and valuable consideration, title to the following described portion of vacated but unconveyed alley in the City of Marshalltown, Marshall County, Iowa, for the purpose of effectuating the intent of Resolution 1955-8991:

The North 8 ¼' of the East 155 2/3' of the vacated alley adjacent on the South of Lot 38 of Messengers Sub of Lot 1 and Lot 1 of Lot 2 of Binford's Sub of Lots 2 & 3, all in the Subdivision of the NE Quarter of the NW Quarter of Section 34, Township 84 North, Range 18 West of the 5th P.M., Marshall County, Iowa.

WHEREAS, the City of Marshalltown hereby proposes that the transfer of said portion of vacated but unconveyed alley shall be subject to easements for any installed utilities and all easements of record.

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

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

(20) days prior to the date hereinafter fixed in the City Hall, 10 W State Street, Marshalltown, Iowa, on May 8, 2023, 5:30 pm to consider any and all comments filed with the City Clerk or made in open Council to the proposal for conveyance as herein contained and to take final action thereon.

Passed this 24th day of April 2023, and signed this _____ day of April 2023.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

MARSHALLTOWN

I O W A

Joel Greer, Mayor
Jessica Kinser, City Administrator
24 North Center Street
Marshalltown, IA 50158
PH 641.754.5701 | FX 641.754.5717

TO: Mayor Greer and the City Council
FROM: Jessica Kinser, City Administrator
DATE: April 18, 2023
RE: Alley – 5 South 12th Street

Strategic Plan:

- ☐ Strategy 1: Expand and improve development in the community.
- ☐ Strategy 2: Enhance Marshalltown's public image.
- ☒ Strategy 3: Continually improve and sustain the City's infrastructure, organization, and services.
- ☐ Strategy 4: Partner with citizens, for-profit, non-profit, and others to improve quality of life.

Plan Objective:

Recommendation: Adopt the resolution as proposed

Budget Impact: \$0

Description/Background: In the process of looking for the history of one alley, we stumbled upon another case where an alley was vacated and conveyed but a deed was never actually recorded. The alley between 12th and 13th Streets and Main and Church Street was successfully conveyed to all but one property in late 1955 on resolution 1955-8991. This resolution shows the conveyance to Ruth Middleton, but no deed was recorded. This process is to complete that conveyance to the current owners, setting the public hearing for the conveyance on April 24th and holding the public hearing on May 8th.

CITY COUNCIL

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



**RESOLUTION SETTING A PUBLIC HEARING FOR THE PROPOSED VACATION
OF THE EAST-WEST ALLEY THROUGH THE MILLER MIDDLE SCHOOL
PRACTICE FIELD**

WHEREAS, the City of Marshalltown, Iowa, is the owner of a public right-of-way legally described as follows:

All of the East-West alley lying between Lots 3, 4, & 5 and Lots 6, 7, & 8 in Block 1 of Binford's Second Addition to Marshall, Marshall County, IA; and

WHEREAS, the above-referenced alley is not required for any public purpose and no rights of private persons will be adversely affected by the proposed vacation; and

WHEREAS, upon vacation of this alley, the Marshalltown Community School will request to combine it with the field parcels; and

WHEREAS, the City of Marshalltown hereby proposes that the transfer of said portion of vacated alley shall be subject to easements for any installed utilities and all easements of record.

WHEREAS, the City Council of the City of Marshalltown, Iowa, find this vacation is 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. The City Clerk shall cause to be published the notice required by law, by publication once in the Marshalltown Times-Republican, a newspaper having general circulation in the City of Marshalltown, Iowa, the publication to be not less than four (4) days nor more than twenty (20) days prior to the date hereinafter fixed in the City Hall, 10 W State Street, Marshalltown, Iowa, on May 8, 2023, 5:30 pm to consider any and all comments filed with the City Clerk or made in open Council to the proposal for conveyance as herein contained and to take final action thereon.

Passed this 24th day of April 2023, and signed this _____ day of April 2023.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

MARSHALLTOWN

I O W A

Joel Greer, Mayor
Jessica Kinser, City Administrator
24 North Center Street
Marshalltown, IA 50158
PH 641.754.5701 | FX 641.754.5717

TO: Mayor Greer and the City Council
FROM: Jessica Kinser, City Administrator
DATE: April 19, 2023
RE: Miller Practice Fields Alley

Strategic Plan:

- ☐ Strategy 1: Expand and improve development in the community.
- ☐ Strategy 2: Enhance Marshalltown's public image.
- ☒ Strategy 3: Continually improve and sustain the City's infrastructure, organization, and services.
- ☐ Strategy 4: Partner with citizens, for-profit, non-profit, and others to improve quality of life.

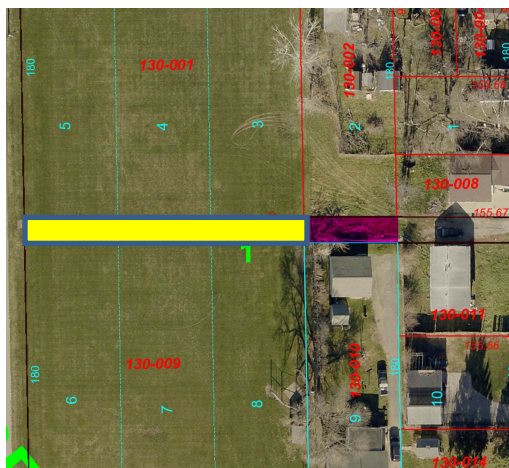
Plan Objective:

Recommendation: To approve the resolution as proposed

Budget Impact: \$0

Description/Background: While searching for action related to one alley vacation, we came across another situation with the Miller Middle School practice fields along 13th Street between Linn and Church. We can find no evidence that the City ever took any action to vacate a portion of this alley in order to give it to the Marshalltown School District, which is confirmed when looking at the current GIS maps. We did run across a motion from 1941 in which the City Council approved an agreement to sell the property to the School. This is consistent with how the property has been used.

The resolution before you is to start the process of the alley vacation. Based on the 1941 document, it does not appear that we will need to go through the process of conveying the property.



CITY COUNCIL

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



(City Clerk)

C O U N C I L P R O C E E D I N G S
I N D E X

July 28, 1941

Regular session.

Roll Call.

Minutes.

Quarterly Reprt - City Clerk.

Report - Zoning Commission - Amendment - Zoning Ordinance.

Motion - Employing - Laurence Martin - Temporary Billing Clerk -
Sewage Disposal Plant.

Motion - Execute - Contract - Western Grocer Company - Sewage Treatment Charges.

Motion - Execute - Contract - Independent School District - Vacation - Park-
South 13th Street - Part - Alley.

Ordinance - Prohibing - Left turns - Permitting - Right turns - Against -
Motion - Red or Yellow Light.

Motion - Proposing - Amendment - Zoning Ordinance.

Bids - Coal - Referred City Engineer - Tabulation -

Adjournment.

C I T Y C O U N C I L
REGULAR

Marshalltown, Iowa
July 28, 1941

The city council met in regular session was called to order by the Mayor, W. B. Hull.

ROLL CALL.

Members present - Simmons, Wolfe, Carter, Landes, Mershon, Nyce.

Members absent - Owens, Whitehill.

MINUTES.

The minutes of the meetings held July 14 & 21, 1941 read and approved.

The report of the city clerk for the quarter ending June 30, 1941 was presented and read.

QUARTERLY REPORT:

Nyce moved the report be received and placed on file.

CITY CLERK.

Seconded by Landes and the vote by formal ballot was as follows:

Yeas - Simmons, Wolfe, Carter, Landes, Mershon, Nyce,

Nays - None.

Absent and not voting - Owens, Whitehill.

Motion prevailed.

The report of the Zoning Commission on the action taken by the city council on the petition of Mrs. Bertha Catron asking that

The East 23 feet of the West 1/2 and the South, 1/2 of the East 1/2 of Lot 1, Block 3, North Marshall, Marshall County, Iowa.

6338
REPORT:
ZONING:
COMMISSION:
AMENDMENT:
ZONING:
ORDINANCE.

located at 108 North 1st avenue and in a Class "A" residence district, be placed in a Class "C" local business, business and light industry district, directing that the proposed amendment be referred to the Zoning Commission for the investigation and recommendation of said Commission stating that the petition to amend the zoning Ordinance has been refused by them, was read.

Landes moved the report be accepted.

Seconded by Carter and the vote by formal ballot was as follows:

Yeas - Simmons, Wolfe, Carter, Landes, Mershon, Nyce.

Nays - None.

Absent and not voting - Owens, Whitehill.

Motion prevailed.

Simmons, Chairman of the Street and Alley Committee, advised the council that the report on the investigation of the proposed resurfacing of some of the streets and repairing other streets with asphalt seal coat will be ready to present at the next meeting.

MOTION:
EMPLOYING:
LAURENCE
MARTIN:
TEMPORARY:
BILLING
CLERK

Carter moved that Laurence Martin be employed at a salary of \$90.00 per month effective August 1, 1941, to fill the position of billing clerk, Paul Hicks, who has been call to service in the U. S. Army.

Seconded by Mershon and the vote by formal ballot was as follows:

Yeas - Simmons, Wolfe, Carter, Landes, Mershon, Nyce.

Nays - None.

Absent and not voting - Owens, Whitehill.

Motion prevailed.

Carter moved that Paul Hicks be given a two week paid vacation.

Seconded by Mershon and the vote by formal ballot was as follows:

Yeas - Simmons, Wolfe, Carter, Landes, Mershon, Nyce,

Nays - None.

Absent and not voting - Owens, Whitehill.

Motion prevailed.

Carter moved that the contract between the City and Western Grocer Company covering sewage treatment charges be approved and the Mayor and City Clerk be directed to execute same for the City.

Seconded by Mershon and the vote by formal ballot was as follows:

Yeas - Simmons, Wolfe, Carter, Landes, Mershon, Nyce.

Nays - None.

Absent and not voting - Owens, Whitehill.

Motion prevailed.

Nyce moved that the formal contract between the Marshalltown Independent School District and the City in connection with a part of the Public alley running east and west between South 12th and South 13th Streets be approved and the Mayor and City Clerk be directed to execute same for the City.

Seconded by Carter and the vote by formal ballot was as follows:

Yeas - Simmons, Wolfe, Carter, Landes, Mershon, Nyce.

Nays - None.

Absent and not voting - Owens, Whitehill.

Motion prevailed.

ALLEY.

6339
ORDINANCE:
PROHIBIT:
ING:
LEFT:
TURNS:
PERMITTING:
RIGHT
TURNS.

Wolfe introduced an ordinance entitled, "AN ORDINANCE PROHIBITING LEFT TURNS AT CERTAIN INTERSECTIONS ON MAIN STREET AND PERMITTING RIGHT TURNS AGAINST A RED OR YELLOW LIGHT AT CERTAIN INTERSECTIONS ON MAIN STREET: ESTABLISHING FIFTEEN MINUTE PARKING, AREAS ON MAIN STREET, FIRST STREET, SECOND STREET, CENTER STREET, FIRST AVENUE AND SECOND AVENUE, AND REGULATING THE USE THEREOF, AND PROVIDING PENALTIES FOR VIOLATION", which was read for the first time.

Wolfe moved the rule requiring an ordinance to be read on three separate days be dispensed with,

Seconded by Nyce and the vote by formal ballot was as follows:

Yeas - Simmons, Wolfe, Carter, Landes, Mershon, Nyce.

July 28, 1941

Nays - None.
Absent and not voting - Owens, Whitehill.
Motion prevailed.

* Mershon moved that the city council propose and amendment to Section 18, Paragraph A of the zoning ordinance changing the minimum area for erecting or structurally altering a one hour-keeping unit from 6000 square feet to 4500 square feet of lot and that a proportionate reduction be made in the lot area for a two family dwelling.

MOTION: Seconded by Simmons and the vote by formal ballot was as follows:
AMEND: Yeas - Simmons, Wolfe, Carter, Landes, Mershon, Nyce.
SECTION 18 Nays - None.
PARAGRAPH A: ZONING Absent and not voting - Owens, Whitehill.
ORDINANCE. Motion Prevailed.

Bids for furnishing coal for City use during the winter season of 1941-1942 were received from the following.

6339	Mc Conville Coal Company,	Centerville, Iowa
BIDS:	Rook Coal Company,	Marshalltown, Iowa
COAL.	W. G. Block Company,	" "
	Kopel Coal Company,	" "
	Kessler Grain Company,	" "
	Gregory Coal, Coke & Lino Company	" "
	Consumers Coal Company,	" "
	Adams Coal Company,	" "

(For above bids see File # .)

Landes moved the bids be referred to the City Engineer for tabulation and that the Buildings and Grounds Committee give report at the next meeting of the city council.

Seconded by Nyce and the vote by formal ballot was as follows:
Yeas - Simmons, Wolfe, Carter, Landes, Mershon, Nyce.
Nays - None.
Absent and not voting - Owens, Whitehill.
Motion prevailed.

ADJOURNMENT. Nyce moved to adjourn.
Seconded by Wolfe and the motion prevailed.
Council declared adjourned.

* Wolfe moved the ordinance, as read by the clerk, be adopted.
Seconded by Nyce and the vote by formal ballot was as follows:
Yeas - Simmons, Wolfe, Carter, Landes, Mershon, Nyce.
Nays - None.
Absent and not voting - Owens, Whitehill.
Ordinance adopted.

James McConville
(City Clerk)

**RESOLUTION APPROVING THE REAL ESTATE PURCHASE AGREEMENT AND
PROVIDING FOR THE CONVEYANCE AND TRANSFER OF TITLE FOR 906 SOUTH 11TH
AVENUE FROM THE CITY OF MARSHALLTOWN, IOWA TO DJ NOREM**

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 DJ Norem; and

WHEREAS, the consideration for the transfer of the real estate to DJ Norem, as set forth in Section 1, is the full sum of \$100 (One Hundred 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 DJ Norem 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 DJ Norem of the property:

906 South 11th Avenue, legally described as: LOT 3 IN BLOCK 1 IN SUTTON'S ADDITION TO THE TOWN OF MARSHALL, MARSHALL COUNTY, IOWA AND THE SOUTH 50 FEET OF THE NORTH 148 FEET 4 INCHES OF THE VACATED ALLEY ADJOINING SAID LOT 3 ON THE EAST. From the City of Marshalltown to DJ Norem. The consideration for such conveyance shall be the sum of \$100 (One Hundred and 00/100) with the agreement to build an accessory building.

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 24th day of April 2023, and signed this ____ day of April 2023.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

MARSHALLTOWN

I O W A

Joel Greer, Mayor
Jessica Kinser, City Administrator
24 North Center Street
Marshalltown, IA 50158
PH 641.754.5701 | FX 641.754.5717

TO: Mayor Greer and the City Council
FROM: Jessica Kinser, City Administrator
DATE: March 22, 2023
RE: Sale of 906 S. 11th Ave.

Strategic Plan:

- ☒ Strategy 1: Expand and improve development in the community.
- ☐ Strategy 2: Enhance Marshalltown's public image.
- ☒ Strategy 3: Continually improve and sustain the City's infrastructure, organization, and services.
- ☐ Strategy 4: Partner with citizens, for-profit, non-profit, and others to improve quality of life.

Plan Objective:

Recommendation: To approve the resolution as proposed

Budget Impact: \$100 sale price

Description/Background:

The City requested the tax certificate for 906 S. 11th Avenue in August 2022 at the request of the owner of 908 S. 11th Avenue. We issued a notice for the sale of the lot using a process where a purchaser is pledging to build something on the lot. DJ Norem is the only bid received and is proposing to purchase the lot for \$100 and file an affidavit of non-separation to combine this property with his at 908 in order to build an accessory building. He has worked with Planning & Zoning to determine the maximum size can be 426 square feet. The construction estimate is \$25-30,000 depending on material prices.

The process is to set a public hearing at the March 27th meeting, which will be held at the April 10th meeting. With the public hearing will be the consideration of a development agreement which will be worked on with Mr. Norem and Lynch Dallas following the March 27th meeting.

CITY COUNCIL

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



REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement ("Agreement") is entered by and between the **CITY OF MARSHALLTOWN, IOWA**, an Iowa municipal corporation ("SELLER"), and **DOUGLAS J. NOREM** ("BUYER"), as of the date of last signature set forth below ("Effective Date").

SELLER is the owner of the real property ("Property") situated in the City of Marshalltown, Marshall County, Iowa, locally known as 906 S. 11th Avenue, Marshalltown, Iowa, Parcel No. 8418-36-378-005, and legally described as follows:

LOT 3 IN BLOCK 1 IN SUTTON'S ADDITION TO THE TOWN OF MARSHALL, MARSHALL COUNTY, IOWA, AND THE SOUTH 50 FEET OF THE NORTH 148 FEET 4 INCHES OF THE VACATED ALLEY ADJOINING SAID LOT 3 TO THE EAST.

SELLER agrees to sell and BUYER agrees to purchase the Property, together with any easements and appurtenant servient estates, and subject to any easements of record for public utilities or roads; any zoning restrictions; restrictive covenants, and/or mineral reservations of record, if any, upon the following terms and conditions:

1. **PURCHASE PRICE.** The Purchase Price shall be One Hundred and 00/100 Dollars (\$100.00) upon performance of SELLER'S obligations and satisfaction of BUYER'S contingencies with adjustment for such closing costs as are customary or otherwise provided for in this Agreement, to be added to or deducted from this amount.

2. **DEVELOPMENT OF PROPERTY.** BUYER agrees, at BUYER'S expense, to combine the Property with BUYER'S adjacent real property, locally known as 908 S. 11th Avenue (Parcel No. 8418-36-378-006), by filing an affidavit of non-severability in the Office of the Recorder, Marshall County, Iowa, within thirty (30) days of acquiring title to the Property; and to construct upon the Property a residential accessory building of no less than 426 square feet in size, within twenty-four (24) months of acquiring title to the Property, subject to such reasonable extension(s) BUYER and SELLER may mutually agree upon, in writing. BUYER'S development of the Property shall comply with all relevant provisions of the City Code of the City of Marshalltown and BUYER shall obtain all necessary permits and undergo all necessary inspections. The provisions of this Agreement, generally, and this Paragraph, specifically, shall survive closing.

3. **REAL ESTATE TAXES.** BUYER assumes the obligation to pay any real estate taxes accrued against the Property and constituting a lien against the Property through the date of closing whether payable at the time of closing or otherwise. It shall be BUYER'S responsibility to confirm potential real estate tax liabilities with the Marshall County Treasurer's Office prior to executing this Agreement. BUYER shall pay all subsequent real estate taxes to the extent required by law.

4. **SPECIAL ASSESSMENTS.** SELLER is an Iowa municipal corporation, and the Property is exempt from special assessments. BUYER shall pay all subsequent special assessments to the extent required by law.

5. **RISK OF LOSS AND INSURANCE.** SELLER shall bear the risk of loss or damage to the Property prior to closing or possession, whichever first occurs, provided SELLER shall have the right but not the obligation to repair such damage. In the event the Property is damaged prior to closing or possession this Agreement shall continue in force and effect until either party rescinds the Agreement after giving thirty (30) days written notice to the other party.

6. **POSSESSION AND CLOSING.** If BUYER timely performs all obligations, possession of the Property shall be delivered to BUYER on the date of closing, and any adjustments of rent, insurance, interest, and all charges attributable to SELLER'S possession shall be made as of the date of closing. This transaction shall be considered closed, and BUYER shall take possession, upon the filing of title transfer documents and receipt of all funds due at closing from BUYER under this Agreement. Closing shall be held on such date as the parties may mutually agree, but not later than June 30, 2023.

7. **CONDITION OF PROPERTY.** SELLER makes no warranties, expressed or implied, as to the condition of the Property and BUYER shall take possession to the Property "as is." BUYER acknowledges BUYER has made a satisfactory inspection of the Property and is purchasing the Property in its existing condition.

8. **ABSTRACT AND TITLE.** BUYER, at its expense, may obtain an abstract of title to the Property continued through the date of acceptance of this Agreement, and BUYER'S attorney may, at BUYER'S expense, examine the abstract after it is continued through the date of acceptance. If BUYER'S title opinion does not show marketable title in SELLER in conformity with Iowa law, and title standards of the Iowa State Bar Association, BUYER may request SELLER make reasonable efforts to perfect title, provided SELLER shall be under no obligation to do so. If closing is delayed due to SELLER'S inability to perfect title, or election not to perfect title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving thirty (30) days written notice to the other party.

9. **DEED.** Upon payment of the Purchase Price, SELLER shall convey the Property to BUYER by Quit Claim Deed prepared by SELLER at SELLER'S expense.

10. **SURVEY.** BUYER, at its expense, may have the Property surveyed and certified by a registered land surveyor prior to closing.

11. **ENVIRONMENTAL MATTERS.** SELLER warrants to the best of its knowledge and belief there are no abandoned wells, solid waste disposal sites, hazardous wastes or substances or underground storage tanks located on the Property, which require remediation under current governmental standards, and SELLER has done nothing to contaminate the Property with hazardous wastes or substances. SELLER warrants the property is not subject to any local, state or federal judicial or administrative action, investigation or order regarding wells, solid waste disposal sites, hazardous wastes or substances or underground storage tanks.

12. **INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM.** SELLER represents and warrants to BUYER the Property is not served by a private sewage disposal system, and there are no known private sewage disposal systems on the property.

13. **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.

14. **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 SELLER and BUYER. 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.

15. **REMEDIES OF PARTIES.**

- A. If BUYER fails to timely perform this Agreement, SELLER may forfeit it as provided in the Iowa Code (Chapter 656), and all payments made shall be forfeited; or, at SELLER'S option, upon thirty (30) days written notice of intention to accelerate the payment of the entire balance because of BUYER'S default (during which thirty days the default is not corrected), SELLER 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 SELLER fails to timely perform this Agreement, BUYER has the right to have all payments made returned to it and declare this Agreement null and void.
- C. BUYER and SELLER 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.

16. **REAL ESTATE AGENT OR BROKER.** Neither party has used the service of a real estate agent or broker in connection with this transaction.

17. **CERTIFICATION.** BUYER and SELLER each certify that it is 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 attorneys' fees and costs) arising from or related to any breach of the foregoing certification.

18. **APPROVAL BY CITY COUNCIL.** This Agreement shall be expressly contingent upon approval by the City Council for Marshalltown, Iowa.

19. **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 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. BUYER and SELLER agree that 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.

20. **ADDITIONAL PROVISIONS.** None if not listed in an addendum hereto.

21. **EXECUTION.** When and if executed by both SELLER and BUYER, this Agreement shall become a binding contract.

BUYER

Dated this _____ day of _____ 2023

By: _____
Douglas J. Norem

Address: 908 South 11th Avenue
Marshalltown, IA 50158

Telephone: (641) 751-2713

STATE OF IOWA,
MARSHALL COUNTY, SS:

On this _____ day of _____ 2023 before me, the undersigned, personally appeared **Douglas J. Norem**, who being duly sworn, executed the foregoing instrument and affirmed such execution to be his voluntary act and deed.

Notary Public in and for said State

SELLER

CITY OF MARSHALLTOWN, IOWA,
an Iowa municipal corporation

Dated this _____ day of _____ 2023

By: _____
Joel T.S. Greer, Mayor

Attest:

Alicia Hunter, City Clerk

Address: City Hall
24 North Center Street
Marshalltown, IA 50158

Telephone: (641) 754-5701

STATE OF IOWA,
MARSHALL COUNTY, SS:

On this _____ day of _____ 2023 before me, the undersigned, personally appeared **Joel T.S. Greer**, as Mayor, and **Alicia Hunter**, as City Clerk, for the City of Marshalltown, an Iowa municipal corporation, who being duly sworn, executed the foregoing instrument and affirmed such execution to be their voluntary acts and deeds on behalf of said municipal corporation, as authorized by the City Council.

Notary Public in and for said State

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

Sale of Residential Lot 906 South 11th Avenue

The City of Marshalltown, Iowa, will accept bids on the 22nd day of March 2023, at 10:00 A.M. CST for the following described real property ("Property") located in Marshall County, known as 906 South 11th Avenue and legally described as the following:

LOT 3 IN BLOCK 1 IN SUTTON'S ADDITION TO THE TOWN OF MARSHALL, MARSHALL COUNTY, IOWA AND THE SOUTH 50 FEET OF THE NORTH 148 FEET 4 INCHES OF THE VACATED ALLEY ADJOINING SAID LOT 3 ON THE EAST.

The property is 50 feet wide by 138 feet deep. It is zoned as Medium Density-Residential. The property was acquired from the Marshall County Treasurer's Office as a tax deed.

Sealed bids are due on or before March 22, 2023, 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 a 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 March 27th 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 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. The property is a vacant lot with no utility services.

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 the fifty-five (55) days of the 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 construction in infill areas. A new home or accessory building if an adjacent owner must be built or moved onto the Property and have construction completed within two (2) years of the date of execution of the development agreement. Extensions to this time limitation may only be granted by specific permission of the City Council. Homes or accessory buildings must be of stick-built or manufactured construction, and meet the following requirements:

- 1) If a driveway is installed exiting onto South 11th Avenue, it must be paved.
- 2) The public sidewalk must be reinstalled per code, which will be required as part of the building permit for the new construction.
- 3) An accessory building will not be allowed as the only structure on each of these parcels, unless an adjoining property owner is the purchaser and provides an affidavit of non-separation.
- 4) Homes constructed must conform to all Marshalltown building and zoning codes.

There is no minimum sales price for the lot.

If a new home is built, 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. Otherwise, tax abatement is available for additions that increase the value of the property by more than 10%.

City Council

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



Bid Form – 906 South 11th Avenue 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 906 South 11th Avenue: \$_____

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 March 22, 2023.

City Council

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



**RESOLUTION APPROVING USE OF COUNCIL-DESIGNATED LOCAL OPTION
SALES TAX NOT-TO-EXCEED \$12,000 FOR ATTENDANCE AT THE 2023 CO-
RESPONDER CONFERENCE**

WHEREAS, the City Council approved an agreement with Youth and Shelter Services of Marshall County (“YSS”) on December 27, 2021, with Resolution 2021-366; and

WHEREAS, the contract was amended in 2022 to allow for attendance at the conference to be considered an eligible expense for reimbursement to all YSS and the Marshalltown Police Department staff to attend the 2022 Co-Responder Conference; and

WHEREAS, the intent in 2022 was to utilize remaining General Fund dollars that were no longer obligated as of June 30, 2022 to pay for both Police Department and Youth and Shelter Service staff to attend the conference, which did not happen as the conference registration was full; and

WHEREAS, Police Department and Youth and Shelter Services personnel would like to attend the 2023 Co-Responder Conference in Spokane, Washington, June 12-14;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF MARSHALLTOWN, IOWA, an amount not-to-exceed \$12,000 of Council-designated Local Option Sales Tax is hereby dedicated to allow for Police Department and Youth and Shelter Services staff to attend the 2023 Co-Responder Conference.

Passed this 24th day of April, 2023, and signed this _____ day of April, 2023.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

MARSHALLTOWN

I O W A

Joel Greer, Mayor
Jessica Kinser, City Administrator
24 North Center Street
Marshalltown, IA 50158
PH 641.754.5701 | FX 641.754.5717

TO: Mayor Greer, Marshalltown City Council & City Administrator Kinser
FROM: Michael W. Tupper, Chief of Police
DATE: 20 April 2023
RE: Marshalltown Police and Community Team (MPACT) Training Request

Strategic Plan:

- ☐ Strategy 1: Expand and improve development in the community.
- ☒ Strategy 2: Enhance Marshalltown's public image.
- ☒ Strategy 3: Continually improve and sustain the City's infrastructure, organization, and services.
- ☒ Strategy 4: Partner with citizens, for-profit, non-profit, and others to improve quality of life.

Plan Objective: City policy requires governing body approval of contracts, agreements, contract amendments, and budgetary expenses.

Recommendation: Police department staff recommends council approve and authorize the use of council designated Local Option Sales Tax dollars to send Marshalltown Police and Community Team (MPACT) team members to a co-responder training conference. If approved, YSS of Marshall County and the police department will be sending MPACT personnel to the 2023 National Co-Responder Conference being held in Spokane, WA on June 12-14.

Budget Impact: Amount not to exceed \$12,000.00 taken from the Council designated Local Option Sales Tax.

Description/Background: As the police department and YSS of Marshall County continue to build the MPACT program, MPACT team members have identified the need to expand team training and knowledge in the area of co-response programs. Co-response programs pair law enforcement and social service professionals. Such partnerships are unique and have unique challenges. The International Co-Responder Alliance hosts a national training conference. This conference provides training that will promote and strengthen MPACT efforts to utilize a multi-disciplinary response to address social and crisis issues in Marshalltown. The networking and training provided at this conference is critically important to our efforts to build the MPACT program and to ensure we are providing services based on developed best practices. MPACT team members will learn innovative approaches which will prepare the MPACT team for the many challenges and demands our team faces each day. This training will enhance our team abilities and improve the services we are providing.

If approved, two police department employees and two YSS of Marshall County employees will attend this training.

CITY COUNCIL

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



**RESOLUTION SETTING DATE AND TIME FOR ANNUAL TRICK-OR-TREAT
NIGHT IN THE CITY OF MARSHALLTOWN**

WHEREAS, the City of Marshalltown historically has held Trick-or-Treat Night on October 31st each year; and

WHEREAS, with the recent decline in door-to-door Trick-or-Treaters and the increase in Truck-or-Treat events taking Trick-or-Treaters from the neighborhoods, it is proposed to hold Trick-or-Treat Night on a different night; and

WHEREAS, in an effort to increase participation in door-to-door Trick-or-Treating, the Council finds the following to be in the best interest of the City of Marshalltown, Iowa.

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

Section 1. Trick or Treat Night will be held annually on the last Saturday in October from 5-7 pm to maximize neighborhood participation in door-to-door Trick or Treating.

Section 2. Residents distributing goodies shall turn on an exterior light indicating Trick or Treaters are welcome.

Section 3. Trunk-or-Treat and other public Halloween events are encouraged to be held on other dates so residents can greet the ghosts and goblins that come to their doors.

Passed this 24th day of April 2023, and signed this ____ day of April 2023.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

RESOLUTION APPROVING ACKNOWLEDGEMENT OF CONSTRUCTION TERMS FOR 21 WEST MAIN STREET AND 23 WEST MAIN STREET AS PART OF THE DOWNTOWN REVITALIZATION GRANT AND COMMITTING COUNCIL- DESIGNATED LOCAL OPTION SALES TAX FOR THE OWNER CONTRIBUTIONS

WHEREAS, the City of Marshalltown has received a \$500,000 Downtown Revitalization Grant from the Iowa Economic Development Authority for façade repairs on selected buildings in the Marshalltown Central Business District; and

WHEREAS, the City of Marshalltown owns two of the buildings in the proposed Downtown Revitalization Project, 21 and 23 West Main Street; and

WHEREAS, the City of Marshalltown has been presented with the following bid information on both properties:

	21 West Main Street	23 West Main Street
Base Bid	\$332,517	\$161,824
Alternate 1	\$0 - Rejected	\$0 - Rejected
Alternate 3	N/A	\$49,882
Alternate 4	\$6,647	N/A
TOTAL	\$339,164	\$211,706

WHEREAS, the City of Marshalltown would like to accept the base bid for both properties as well Alternate 4 for 21 West Main Street and Alternate 3 for 23 West Main Street, rejecting Alternate 1 for both properties; and

WHEREAS, the City has a 20 percent owner contribution for the base bids on both properties and a 100 percent contribution for the alternates, which would require a City obligation of \$73,150 for 21 West Main Street and \$82,247 for 23 West Main Street;

NOW, THEREFORE, BE IT RESOLVED BY CITY COUNCIL OF THE CITY OF MARSHALLTOWN, the Property Owner Acknowledgement of Terms of Construction are hereby accepted and the Mayor and City Clerk are authorized to execute the documents for 21 and 23 West Main Street; and

BE IT FURTHER RESOLVED, the City of Marshalltown hereby commits an amount not-to- exceed \$200,000 in Council-designated Local Option Sales Tax to cover the base bid and alternate and any additional change orders up to \$44,603.

Passed this 24th day of April 2023 and signed this _____ day of April 2023.

CITY OF MARSHALLTOWN

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

MARSHALLTOWN

I O W A

Joel Greer, Mayor
Jessica Kinser, City Administrator
24 North Center Street
Marshalltown, IA 50158
PH 641.754.5701 | FX 641.754.5717

TO: Mayor Greer and the City Council
FROM: Jessica Kinser, City Administrator
Michelle Spohnheimer, Housing & Community Development Director
DATE: April 17, 2023
RE: City DTR Projects

Strategic Plan:

- ☒ Strategy 1: Expand and improve development in the community.
- ☐ Strategy 2: Enhance Marshalltown's public image.
- ☐ Strategy 3: Continually improve and sustain the City's infrastructure, organization, and services.
- ☐ Strategy 4: Partner with citizens, for-profit, non-profit, and others to improve quality of life.

Plan Objective: Invest in Downtown Redevelopment

Recommendation: To approve the resolution as proposed

Budget Impact: \$200,000 Council-designated LOST (6/30/24 projected balance \$1,796,220 upon approval)

Description/Background: The City owns two buildings that are part of the Downtown Revitalization (DTR) grant program: 21 and 23 West Main Street. 21 West Main Street has a very large scope of work in the base bid that involves a new roof amongst other things. 23 West Main Street has a lesser scope of work, but it still came in fairly high. The resolution commits the City to be part of the base bids, which is a 20% contribution. The scope of work for each building can be seen in the agreement for each property.

Each building also had alternates as part of the total bid. We are recommending a rejection of alternate #1 for both buildings, which was awnings. At this time, we recommend a future owner determine if they want an awning and what that awning looks like. We are recommending the Council approve an alternate for each building, which is 100% cost to the City. For 21 West Main Street, alternate 4 is a new street level door to the second floor. This door is very difficult to lock and is in poor condition. A new door will correct these issues and properly secure the second floor above both buildings. For 23 West Main Street, alternate 3 is to remove the more recent stone façade addition and replace with aluminum panels as well as a new front door. This work will address the façade in a way to make the front appearance more historically accurate.

The resolution is for a not-to-exceed amount of \$200,000, as we anticipate change orders as part of each building, which we are hoping can be kept to that \$40,000 range. However, these are old buildings that have not seen a lot of repair, and we have no idea what might be uncovered that is a necessary repair.

CITY COUNCIL

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



CITY COUNCIL

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



Property Owner Acknowledgement of Terms for Construction

Definitions, for the purposes of this document:

- “This property” refers to 21 West Main Street, owned by the City of Marshalltown.
- “Construction timeframe” is considered to be occurring until the end date of the city’s Community Development Block Grant, contract # 21-DTR-004, as well as the duration of my agreement to the terms outlined in this document.
- “Façade” refers to that portion of the herein described property consisting of the front facing 24 inches of the structure. This includes all architectural and construction features visible from any point on the public way outside of the building, including without limitation structural materials, facing materials, windows, doors, trim, sills, steps, railings, cornices, moldings, fences and other associated features. Additionally, façade includes connected interior features that necessitate modification or maintenance in order to rehabilitate and maintain the publicly visible features.

Acknowledgement of scope of work, cost and payment arrangement

I concur with the Marshalltown Façade Rehabilitation Construction Documents and Project Manual (March 2022) as it relates to this property’s façade attached as Exhibit A to this document.

I understand that as a condition of being included in the project, I will be required to contribute \$73,150 of the construction cost of this project.

I understand that bid cost for this scope of work to this facade is \$339,164 for construction and the owner contribution will be \$73,150.

I agree, as my contribution for the façade improvements, to invest in the project a sum of \$73,150. I agree that I will deposit the amount of \$36,575 (first 50%) with the City of Marshalltown, Iowa, on or before June 15, 2023. I will deposit the amount of \$36,575 (final 50%) upon completion of construction for my property within 30 days of the request from the city.

I understand that the City of Marshalltown has the right to place a lien against this property to secure my payment.

Construction expectations

I understand that the city or other duly authorized agents will be responsible for supervision and coordination of the performance of the contract for implementation of the façade renovation to this property.

I further understand that, in the event that a change order to the original scope of work is deemed necessary by the contractor with the concurrence of the city, I will be expected to pay a proportion or the full amount of any increased cost upon implementation of such change order. Any increased cost that I am expected to pay for a change order will be deposited to the city within 30 days of approval of the change order by the City of Marshalltown city council.

The city or other duly authorized agents or contractors may enter upon this property to perform any required work after first giving me reasonable notice. For the terms of this document, "reasonable notice" shall include

forty-eight (48) hours' notice via telephone, or person to person, or proof of my receipt of notice via certified U.S. Mail delivery.

Acknowledgement of limitations and requirements on other work to this property

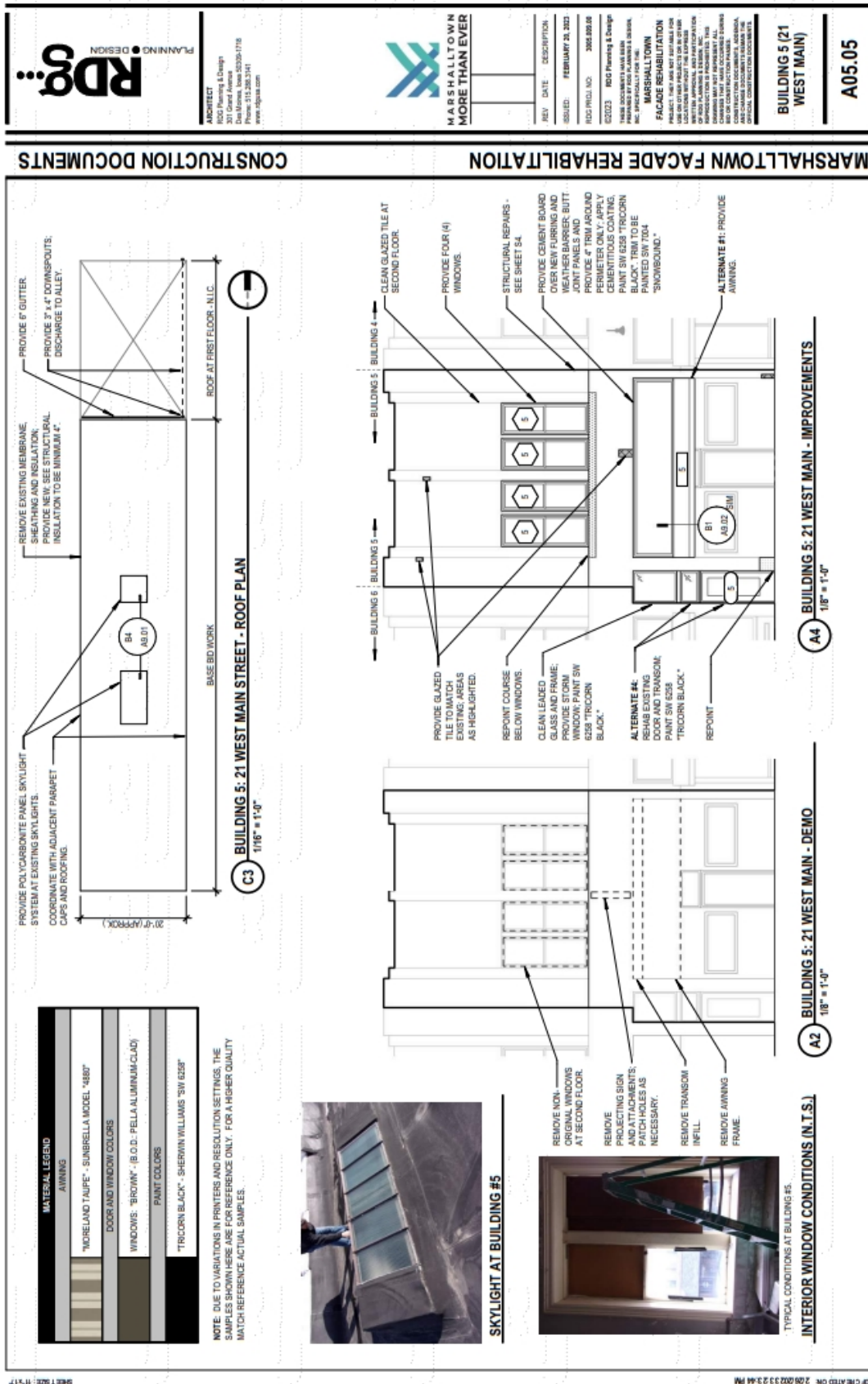
I have been informed that any other work on my entire building, besides this façade project—including construction, rehabilitation, and changes of materials—is not permitted until after the city's grant with the Iowa Economic Development Authority (IEDA) is closed. If I proceed to do work on my property outside of the façade project, the City's grant and the private investment as a property owner could be in jeopardy. Emergency repairs to my building may be made at the discretion of the City.

If I have questions about the timeframe, status of contract closeout, or feel that emergency repairs are necessary, I will contact the City.

Signed this _____ day of _____, 2023.

_____ (Print Name)

_____ (Signature)



NOTE: DUE TO VARIATIONS IN PRINTERS AND RESOLUTION SETTINGS, THE SAMPLES SHOWN HERE ARE FOR REFERENCE ONLY. FOR A HIGHER QUALITY MATCH REFERENCE ACTUAL SAMPLES.



A05.06

Bid Breakdown for 21 West Main Street – Base Bid and Alternates

<u>Building #5 21 West Main</u>			
Demo	\$3,150.00	Alternate #1	\$9,340.00
Masonry/structural repairs	\$34,875.00		
Carpentry	\$42,612.00	Alternate #4	\$6,647.00
Paint	\$5,200.00		
Windows 4/storms	\$13,963.00		
Roofing	\$92,000.00		
Skylights	\$19,542.00		
Misc materials	\$21,440.00		
Performance bond	\$4,000.00		
GC's OH&P	\$76,735.00		
Allowance #2 glazed tile	\$19,000.00		
Building Total	\$332,517.00	Total w/Alternates	\$348,504.00

Property Owner Acknowledgement of Terms for Construction

Definitions, for the purposes of this document:

- “This property” refers to 23 West Main Street, owned by the City of Marshalltown.
- “Construction timeframe” is considered to be occurring until the end date of the city’s Community Development Block Grant, contract # 21-DTR-004, as well as the duration of my agreement to the terms outlined in this document.
- “Façade” refers to that portion of the herein described property consisting of the front facing 24 inches of the structure. This includes all architectural and construction features visible from any point on the public way outside of the building, including without limitation structural materials, facing materials, windows, doors, trim, sills, steps, railings, cornices, moldings, fences and other associated features. Additionally, façade includes connected interior features that necessitate modification or maintenance in order to rehabilitate and maintain the publicly visible features.

Acknowledgement of scope of work, cost and payment arrangement

I concur with the Marshalltown Façade Rehabilitation Construction Documents and Project Manual (March 2022) as it relates to this property’s façade attached as Exhibit A to this document.

I understand that as a condition of being included in the project, I will be required to contribute \$82,247 of the construction cost of this project.

I understand that bid cost for this scope of work to this facade is \$211,706 for construction and the owner contribution will be \$82,247.

I agree, as my contribution for the façade improvements, to invest in the project a sum of \$82,247 I agree that I will deposit the amount of \$41,123.50 (first 50%) with the City of Marshalltown, Iowa, on or before June 15, 2023. I will deposit the amount of \$41,123.50 (final 50%) upon completion of construction for my property within 30 days of the request from the city.

I understand that the City of Marshalltown has the right to place a lien against this property to secure my payment.

Construction expectations

I understand that the city or other duly authorized agents will be responsible for supervision and coordination of the performance of the contract for implementation of the façade renovation to this property.

I further understand that, in the event that a change order to the original scope of work is deemed necessary by the contractor with the concurrence of the city, I will be expected to pay a proportion or the full amount of any increased cost upon implementation of such change order. Any increased cost that I am expected to pay for a change order will be deposited to the city within 30 days of approval of the change order by the City of Marshalltown city council.

The city or other duly authorized agents or contractors may enter upon this property to perform any required work after first giving me reasonable notice. For the terms of this document, "reasonable notice" shall include

forty-eight (48) hours' notice via telephone, or person to person, or proof of my receipt of notice via certified U.S. Mail delivery.

Acknowledgement of limitations and requirements on other work to this property

I have been informed that any other work on my entire building, besides this façade project—including construction, rehabilitation, and changes of materials—is not permitted until after the city's grant with the Iowa Economic Development Authority (IEDA) is closed. If I proceed to do work on my property outside of the façade project, the City's grant and the private investment as a property owner could be in jeopardy. Emergency repairs to my building may be made at the discretion of the City.

If I have questions about the timeframe, status of contract closeout, or feel that emergency repairs are necessary, I will contact the City.

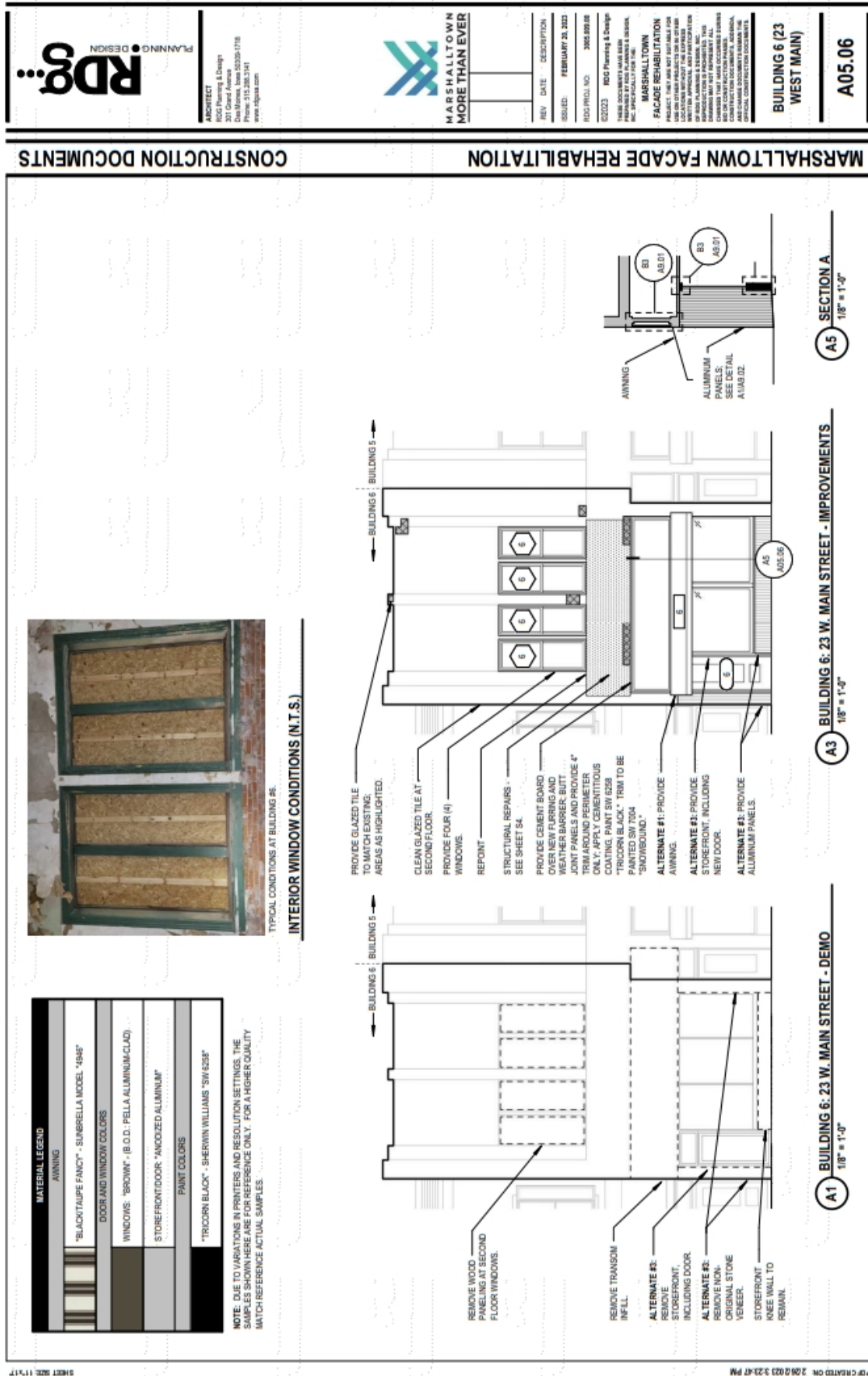
Signed this _____ day of _____, 2023.

_____ (Print Name)

_____ (Signature)

EXHIBIT A

Construction Documents – 23 West Main Street – Page 1



Bid Breakdown for 23 West Main Street – Base Bid and Alternates

<u>Building #6 23 West Main</u>			
Demo	\$3,125.00	Alternate #1	\$9,340.00
Masonry/structural repairs	\$44,152.00		
Carpentry	\$21,800.00	Alternate #3	\$49,882.00
Paint	\$6,000.00		
Windows 4	\$13,963.00		
Asbestos	\$3,740.00		
Misc materials	\$8,700.00		
Performance bond	\$4,000.00		
GC's OH&P	\$37,344.00		
Allowance #2 glazed tile	\$19,000.00		
Building Total	\$161,824.00	Total w/Alternates	\$221,046.00

**RESOLUTION ACCEPTING BID AND AUTHORIZING THE AWARD OF
CONTRACT FOR THE MARSHALLTOWN FAÇADE REHABILITATION
PROJECT #ECO21002 IN THE CITY OF MARSHALLTOWN, IOWA
CONCURRENTLY WITH CHANGE ORDER #1 IN THE AMOUNT OF \$989,457**

WHEREAS, notice to bidders has been duly given as required by law publication in the Marshalltown Times-Republican for the Marshalltown Façade Rehabilitation Project #ECO21002, in the City of Marshalltown, as described in the plans and specifications; and

WHEREAS, there has been filed with the City Clerk in response to the published notice to the bidders referred to above, certain proposals for the construction of the above designated improvement with the required certified checks or bid bond accompanying each proposal from the following bidders, to-wit:

<u>Bidder(s)</u>	<u>Amount of Base Bid</u>
Cornerstone Commercial Contractors, Inc.	\$ 1,153,023
<u>Bidder(s)</u>	<u>Amount of Bid Alternate #1</u>
Cornerstone Commercial Contractors, Inc.	\$ 112,214
<u>Bidder(s)</u>	<u>Amount of Bid Alternate #2</u>
Cornerstone Commercial Contractors, Inc.	\$ 154,208
<u>Bidder(s)</u>	<u>Amount of Bid Alternate #3</u>
Cornerstone Commercial Contractors, Inc.	\$ 120,490
<u>Bidder(s)</u>	<u>Amount of Bid Alternate #4</u>
Cornerstone Commercial Contractors, Inc.	\$ 160,870

After consideration of all bids filed, there was determined by the Council that the bid of Cornerstone Commercial Contractors, Inc., is the best and lowest responsible bid for the public improvement as is herein outlined; and

WHEREAS, the Council of the City of Marshalltown recommends accepting the Base Bid and rejecting Bid Alternates 1, 2, 3, and 4; and

WHEREAS, upon receipt of the base bids and alternates, the City of Marshalltown requested a Change Order, herein after referred to Change Order #1, to be approved concurrently with the execution of contract award; and

WHEREAS, Cornerstone Commercial Contractors, Inc. has reviewed and accepted Change Order #1 to be approved concurrently with award of this contract; and

WHEREAS, Change Order #1 modifies the Base Bid Contract price from \$1,153,023 to \$989,457, a decrease of \$163,566.

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

Section 1. That the Base Bid of Cornerstone Commercial Contractors, Inc., as modified by Change Order #1 and the same is hereby accepted for the construction of the improvement as described in the plans and specifications therefore, as previously ordered by the Council, and that the contract for the construction of same is now awarded to said contractor in the total amount Nine Hundred Eighty-Nine Thousand Four Hundred Fifty-Seven and .00/100 (\$989,457.00) Dollars.

Section 2. Pursuant to Iowa Code section 26.10, the City Council authorizes the Housing & Community Development Director to retain the bid security furnished by the successful bidder until the approved contract form has been executed, a bond has been filed by the bidder guaranteeing the performance of the contract, and to approve the properly executed contract, change order, and bond.

Section 3. The final settlement upon the contract, as referred to herein with said contractor, shall be upon the basis of the unit prices as are set forth by the schedule of values submitted by said contractor and for materials furnished or work performed in the construction of these improvements. The said contract is subject to all of the conditions as are contained in the resolution ordering construction of this improvement, the notice to bidders as published, the terms of the bidder's written proposal, the plans and specifications as are provided therefore, and Change Order #1, all of which are made a part of this resolution and the said bidders contract by reference as though the same were set out herein verbatim and in specific detail.

Section 4. This resolution as now adopted shall be in full force and binding effect upon the City of Marshalltown, Iowa, upon the final approval of the completed contract with the successful bidder and the approval of the contractor's surety bond by resolution of this Council.

Passed this 24th day of April 2023 and signed this _____ day of April 2023.

CITY OF MARSHALLTOWN

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

MARSHALLTOWN

I O W A

Joel Greer, Mayor
Jessica Kinser, City Administrator
24 North Center Street
Marshalltown, IA 50158
PH 641.754.5701 | FX 641.754.5717

TO: Mayor Greer and the City Council
FROM: Jessica Kinser, City Administrator
Michelle Spohnheimer, Housing & Community Development Director
DATE: April 19, 2023
RE: DTR Bid and Awarding Contract

Strategic Plan:

- ☒ Strategy 1: Expand and improve development in the community.
- ☐ Strategy 2: Enhance Marshalltown's public image.
- ☐ Strategy 3: Continually improve and sustain the City's infrastructure, organization, and services.
- ☐ Strategy 4: Partner with citizens, for-profit, non-profit, and others to improve quality of life.

Plan Objective: Invest in Downtown Redevelopment

Recommendation: To approve the resolution as proposed

Budget Impact: See below

Description/Background: One bid was received for the Downtown Revitalization grant work, and after conversations with the building owners and the contractor, we have arrived at the point where we are ready to accept a bid and change orders. Below is a chart showing the bid broken down by building as it was received.

Address	Base Bid	Alternate	Total Work
1 West Main Street	\$158,902	\$112,551	\$271,453
14, 16, and 18 North Center Street	\$80,917	\$71,571	\$152,488
25 West Main Street	\$73,600	\$30,595	\$104,195
23 West Main Street	\$161,824	\$59,222	\$221,046
21 West Main Street	\$332,517	\$15,987	\$348,504
14 West Main Street	\$125,168	\$16,357	\$141,525
13-15 South Center Street	\$220,095	\$241,499	\$461,594
TOTAL	\$1,153,023	\$547,782	\$1,700,085

The base bid and alternates are over the engineer's estimate in many areas. However, each owner has had to confirm that they want to be part of the project, which includes a 20% contribution from each owner on the base bid to move forward. Region 6 and the MCBF had those conversations with the owners, and 13-15 South Center Street has withdrawn at this time. As long as the contract is open, it is possible that the City could do a change order in the future for the base or other work to be included.

CITY COUNCIL

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



Because of the higher than anticipated bid, each owner was asked to contribute 100% of the cost of any alternates. At this time, the only alternates that are recommended for acceptance are on the two City-owned buildings – 21 and 23 West Main Street. The chart below shows the total recommended for approval tonight, as well as the 20% owner contributions.

Address	Base Bid Amount	Alternate Amount	Total Work	Total Owner Contribution
1 West Main Street	\$158,902	--	\$158,902	\$31,780
14, 16, and 18 North Center Street	\$80,917	--	\$80,917	\$16,183
25 West Main Street	\$73,600	--	\$73,600	\$14,720
23 West Main Street	\$161,824	\$49,882	\$211,706	\$82,247
21 West Main Street	\$332,517	\$6,647	\$339,164	\$73,150
14 West Main Street	\$125,168	--	\$125,168	\$25,034
TOTAL	\$932,928	\$56,529	\$989,457	\$243,114

Financially, this leaves this project with some funding cushion to help support change orders on the base bids.

Source	Prof. Fees	Construction	Total
CDBG	71,005	428,995	500,000
City	87,220	412,780	500,000
Rebuild	-	200,000	200,000
Owner	-	243,114	243,114
Total	158,225	1,284,889	1,443,114

This leaves \$295,342 for change orders on the projects, as well as the possibility to accept 13-15 S. Center Street back in to the project. While this number might seem high, these are old buildings, many of which have not had façade work done for years, leaving a lot of unknowns with each project.

CITY COUNCIL

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





AIA Document A101™ – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Twenty Fourth day of April in the year Two Thousand Twenty-Three.
(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

City of Marshalltown
24 North Center Street
Marshalltown, IA 50158
Phone: 641-754-5701
www.marshalltown-ia.gov

and the Contractor:

(Name, legal status, address and other information)

Cornerstone Commercial Contractors, Inc.
401 7th Street
Corning, IA 50841-1615
Phone: (641) 322-3862
www.cornercc.com

For the following Project:

(Name, location and detailed description)

Downtown Façade Improvements
Marshalltown, IA

The Architect:

(Name, legal status, address and other information)

RDG Planning & Design, Inc.
301 Grand Avenue
Des Moines, IA 50309-1718
Phone: (515) 288-3414
www.rdgusa.com

RDG Project No.: R3005.009.00

The Owner and Contractor agree as follows.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS**
- 2 THE WORK OF THIS CONTRACT**
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- 4 CONTRACT SUM**
- 5 PAYMENTS**

6. DISPUTE RESOLUTION

7. TERMINATION OR SUSPENSION

8. MISCELLANEOUS PROVISIONS

9. ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☒ The date of this Agreement.

☐ ~~A date set forth in a notice to proceed issued by the Owner.~~

☐ ~~Established as follows:~~

~~*(Insert a date or a means to determine the date of commencement of the Work.)*~~

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check the appropriate box and complete the necessary information.)

☐ ~~Not later than () calendar days from the date of commencement of the Work.~~

☒ By the following date: **June 30, 2024**

~~§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:~~

~~Portion of Work~~

~~Substantial Completion Date~~

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Million, One Hundred Fifty-Three Thousand, Twenty-Three Dollars and Zero Cents (\$1,153,023.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

~~§ 4.2.1 Alternates, if any, included in the Contract Sum:~~

~~§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)~~

Item	Price	Conditions for Acceptance
------	-------	---------------------------

~~§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)~~

Item	Price
------	-------

~~§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)~~

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

~~§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)~~

~~§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)~~

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, ~~or as follows:~~

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 28th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 28th day of the next month. If an Application for Payment is received by the Architect after the date fixed above, payment shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five Percent (5%)

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

Not applicable.

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

In accordance with Iowa law (Iowa Code Chapter 573).

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

In accordance with Iowa law (Iowa Code Chapter 573).

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

In accordance with Iowa law (Iowa Code Chapter 573).

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

In accordance with Iowa law (Iowa Code Chapter 573).

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☐ ~~Arbitration pursuant to Section 15.4 of AIA Document A201–2017~~

☒ Litigation in a court of competent jurisdiction

☐ ~~Other (Specify)~~

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

Five Percent (5%) of the value of the unfinished portion of the Work at the time of termination.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Michelle Spohnheimer

Director, Housing & Community Development

City of Marshalltown
City Hall
24 North Center Street
Marshalltown, IA 50158
Phone: 641-754-5756
mispohnheimer@marshalltown-ia.gov

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Jason Kentner, Owner
Cornerstone Commercial Contractors, Inc.
401 7th Street
Corning, IA 50841-1615
Phone: (641) 322-3862
jason.kentner@cornercc.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

~~§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:~~

~~(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)~~

~~§ 8.7 Other provisions:~~

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction (as edited).
- ~~.4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203–2013 incorporated into this Agreement.)~~

- .5 Drawings

Number	Title	Date
	<u>Drawing Title Sheet as attached.</u>	

- .6 Specifications

Section	Title	Date	Pages
	<u>Table of Contents as attached.</u>		

- .7 Addenda, if any:

Number	Date	Pages
<u>Addendum #1</u>	<u>3/3/2023</u>	<u>6</u>
<u>Addendum #2</u>	<u>3/10/2023</u>	<u>10</u>

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

☐ ~~AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:~~

~~*(Insert the date of the E204-2017 incorporated into this Agreement.)*~~

☐ ~~The Sustainability Plan:~~

Title _____ **Date** _____ **Pages**

☒ Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
<u>00 73 15</u>	<u>Special Conditions of the Contract</u>	<u>Feb. 20, 2023</u>	<u>6</u>

.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement entered into as of the day and year first written above.

OWNER

CONTRACTOR

(Signature)

Mayor or Designee

City of Marshalltown

(Printed name and title)

(Signature)

Jason Kentner, Owner

Cornerstone Commercial Contractors, Inc

(Printed name and title)



AIA Document A101™ – 2017

Exhibit A **Insurance and Bonds**

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the Twenty Fourth day of April in the year Two Thousand Twenty-Three.
(In words, indicate day, month and year.)

for the following **PROJECT**:
(Name and location or address)

Downtown Façade Improvements
Marshalltown, IA

THE OWNER:
(Name, legal status and address)

City of Marshalltown
24 North Center Street
Marshalltown, IA 50158
Phone: 641-754-5701
www.marshalltown-ia.gov

THE CONTRACTOR:
(Name, legal status and address)

Cornerstone Commercial Contractors, Inc.
401 7th Street
Corning, IA 50841-1615
Phone: (641) 322-3862
www.cornercc.com

TABLE OF ARTICLES

- A.1 GENERAL**
- A.2 OWNER'S INSURANCE**
- A.3 CONTRACTOR'S INSURANCE AND BONDS**
- A.4 SPECIAL TERMS AND CONDITIONS**

ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies

required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ A.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

§ A.2.3 Required Property Insurance

§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, **property insurance written on a builder's risk "all-risks"** completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ A.2.3.1.1 Causes of Loss. The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

(Indicate below the cause of loss and any applicable sub-limit.)

Causes of Loss

Sub-Limit

§ A.2.3.1.2 Specific Required Coverages. The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:

(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage

Sub-Limit

§ A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ A.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ A.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ A.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ A.2.4 Optional Extended Property Insurance.

The Owner shall purchase and maintain the insurance selected and described below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

- ☐ ~~§ A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance~~, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

~~«—»~~

- ☐ ~~§ A.2.4.2 Ordinance or Law Insurance~~, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

~~«—»~~

- ☐ ~~§ A.2.4.3 Expediting Cost Insurance~~, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

~~«—»~~

- ☐ ~~§ A.2.4.4 Extra Expense Insurance~~, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

~~«—»~~

- ☐ ~~§ A.2.4.5 Civil Authority Insurance~~, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

~~«—»~~

- ☐ ~~§ A.2.4.6 Ingress/Egress Insurance~~, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

~~«—»~~

- ☐ ~~§ A.2.4.7 Soft Costs Insurance~~, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

~~«—»~~

§ A.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

- ☐ ~~§ A.2.5.1 Cyber Security Insurance~~ for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. *(Indicate applicable limits of coverage or other conditions in the fill point below.)*



- ☐ **§ A.2.5.2 Other Insurance**
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage

Limits

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

§ A.3.1.1 Certificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

§ A.3.1.2 Deductibles and Self-Insured Retentions. The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, ~~unless a different duration is stated below:~~

(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One Million Dollars (\$1,000,000.00) each occurrence, Two Million Dollars (\$2,000,000.00), general aggregate, and One Million Dollars (\$1,000,000.00) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

§ A.3.2.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than One Million Dollars (\$1,000,000.00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits not less than Five Hundred Thousand Dollars (\$500,000.00) each accident, One Million Dollars (\$1,000,000.00) each employee, and Two Million Dollars (\$2,000,000.00) policy limit.

§ A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks.

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.

§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.

§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.

§ A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.

§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.

§ A.3.3 Contractor's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, ~~unless a different duration is stated below:~~

~~(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)~~

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

- ☒ § A.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, **relieves the Owner of the responsibility to purchase and maintain such insurance** except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The **Contractor shall comply** with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions, ~~unless otherwise set forth below:~~

~~(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)~~

- ☐ ~~§ A.3.3.2.2 Railroad Protective Liability Insurance~~, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate, for Work within fifty (50) feet of railroad property.

- ☐ ~~§ A.3.3.2.3 Asbestos Abatement Liability Insurance~~, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos containing materials.

- ☒ § A.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

- ☒ § A.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.

- ☐ § A.3.3.2.6 Other Insurance

~~(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)~~

Coverage

Limits

§ A.3.4 Performance Bond and Payment Bond

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

(Specify type and penal sum of bonds.)

Type	Penal Sum (\$0.00)
Payment Bond	Amount equal to 100% of the Contract Sum.
Performance Bond	Amount equal to 100% of the Contract Sum.

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

~~Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:~~

«—»

CONSTRUCTION DOCUMENTS

RDG PROJECT NUMBER: 3005.009.00

ISSUE DATE: FEBRUARY 20, 2023

DRAWING INDEX:

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SHEET LIST	
Sheet Number	Sheet Name
A00.01	MATERIALS AND LEGEND
A00.02	ARCHITECTURAL NOTES
A00.03	ARCHITECTURAL NOTES
A05.01a	BUILDING 1 (13-15 SOUTH CENTER) DEMOLITION
A05.01b	BUILDING 1 (13-15 SOUTH CENTER) IMPROVEMENTS
A05.01c	BUILDING 1 (13-15 SOUTH CENTER) DEMOLITION
A05.01d	BUILDING 1 (13-15 SOUTH CENTER) IMPROVEMENTS
A05.02a	BUILDING 2 (14-16-18 NORTH CENTER) FLOOR PLANS
A05.02b	BUILDING 2 (14-16-18 NORTH CENTER)
A05.03a	BUILDING 3 (1 WEST MAIN) DEMOLITION
A05.03b	BUILDING 3 (1 WEST MAIN) IMPROVEMENTS
A05.03c	BUILDING 3 (1 WEST MAIN) IMPROVEMENTS
A05.04	NOT USED.
A05.05	BUILDING 5 (21 WEST MAIN)

NOT USED.

SHEET LIST	
Sheet Number	Sheet Name
A05.06	BUILDING 6 (23 WEST MAIN)
A05.07	BUILDING 7 (25 WEST MAIN)
A05.08	BUILDING 8 (14 WEST MAIN)
A9.01	EXTERIOR DETAILS
A9.02	EXTERIOR DETAILS
A10.01	DOOR AND WINDOW SCHEDULES
A10.02	AWNING SCHEDULE AND DETAILS
A10.03	DETAILS
S1	STRUCTURAL REPAIRS
S2	STRUCTURAL NOTES
S3	STRUCTURAL PLAN
S4	STRUCTURAL DETAILS



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Prepared By Section No. Section Title

PROCUREMENT AND CONTRACTING DOCUMENTS GROUP

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ARCH	00 01 10	TABLE OF CONTENTS

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ARCH	00 21 13	INSTRUCTIONS TO BIDDERS
ARCH	00 26 00	PROCUREMENT SUBSTITUTION PROCEDURES
	00 31 26	EXISTING ASBESTOS INFORMATION
ARCH	00 41 13	BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)
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ARCH	00 61 13	BOND FORMS
ARCH	00 72 13	GENERAL CONDITIONS
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NOT APPLICABLE

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NOT APPLICABLE

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NOT APPLICABLE

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NOT APPLICABLE

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NOT APPLICABLE

DIVISION 48 ELECTRICAL POWER GENERATION

NOT APPLICABLE

Abbreviation:	Name:	Discipline:
ARCH	RDG Planning & Design	Architect

ND OF SECTION 00 01 10



AIA Document G701™ – 2017

Change Order

PROJECT:

Downtown Façade Improvements
Marshalltown, Iowa

OWNER:

City of Marshalltown
24 North Center Street
Marshalltown, IA 50158

CONTRACT INFORMATION:

Contract For: General Construction
Date: April 24, 2023

ARCHITECT:

RDG Planning & Design
301 Grand Avenue
Des Moines, IA 50309-1718

CHANGE ORDER INFORMATION:

Change Order: 1
Date: April 18, 2023

CONTRACTOR:

Cornerstone Commercial Contractors, Inc.
401 7th Street
Corning, IA 50841-1615

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Proposal Request #02	Building 1 (13-15 S. Center St.): Remove from Project	Deduct	\$	(220,095.00)
Proposal Request #03	Building 6 (23 W. Main St): Add Alternate 3	Add	\$	49,882.00
Proposal Request #04	Building 5 (21 W. Main St): Add Alternate 4	Add	\$	6,647.00

Total	\$	(163,566.00)
-------	----	--------------

The original Contract Sum was

The net change by previously authorized Change Orders

The Contract Sum prior to this Change Order was

The Contract Sum will be modified by this Change Order in the amount of

The new Contract Sum including this Change Order will be

The Contract time will be adjusted in days

The new date of Substantial Completion will be

	\$	1,153,023.00
--	----	--------------

Add	\$	-
-----	----	---

	\$	1,153,023.00
--	----	--------------

	\$	(163,566.00)
--	----	--------------

	\$	989,457.00
--	----	------------

ADD		0
-----	--	---

		June 30, 2024
--	--	---------------

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

RDG Planning & Design

ARCHITECT

Scotney Fenton

(Signature)

Scotney Fenton, AIA

Project Manager

(Printed name and title)

April 18, 2023

(Date)

RDG Project Number: R3005.009.00

Cornerstone Commercial Contractors

CONTRACTOR

Jason Kentner

(Signature)

Owner

Jason Kentner, owner

(Printed name and title)

04-19-2023

(Date)

City of Marshalltown, Iowa

OWNER

[Signature]

(Signature)

Mayor or designee

(Printed name and title)

(Date)

proposal request 02

Date Issued:	April 17, 2023		
Project:	Marshalltown, Iowa – Façade Rehabilitation – Downtown Revitalization		
RDG Project No.:	3005.009.00		
Owner:	City of Marshalltown, Iowa	Contract Date:	August 24, 2023
Contractor:	Cornerstone Commercial	Contract for:	General Construction

Please submit an itemized quotation for changes in the Contract Sum and/or Time incidental to proposed modifications to the Contract Documents described herein. This is not a Change Order nor a direction to proceed with the Work described herein.

Description: Building #1 (Pentz Appliance, 13-15 S. Center St.): Remove from Project

1. Per owner's request, please provide a deduct to remove Building #1 (13-15 S. Center St.) in its entirety.

Reference:	None		
Attachments:	None		
Prepared by:	Michelle A. Cunliffe, AIA	RDG Planning & Design	

I:\Projects\3005\3005.009.00 Marshalltown, IA - Facades\12.0 Construction\12.11 Proposal Requests\Marshalltown Facades_PR 002_Bldg 1 Remove from Project.docx



Cornerstone

Commercial Contractors

401 7th Street
Corning, Iowa 50841
641-322-3862 office
641-322-3405 fax

COR # 2

Apr 18th, 2023

Cornerstone Commercial Contractors, Inc. would like to request a change order to be issued for removing Building # 1 (13-15 South Center St) in its entirety.

Total Change Order is \$ < 220,095.00> deduct in cost.

Thank You,

Jason Kentner
Project Manager / Owner

Owner Signature: _____

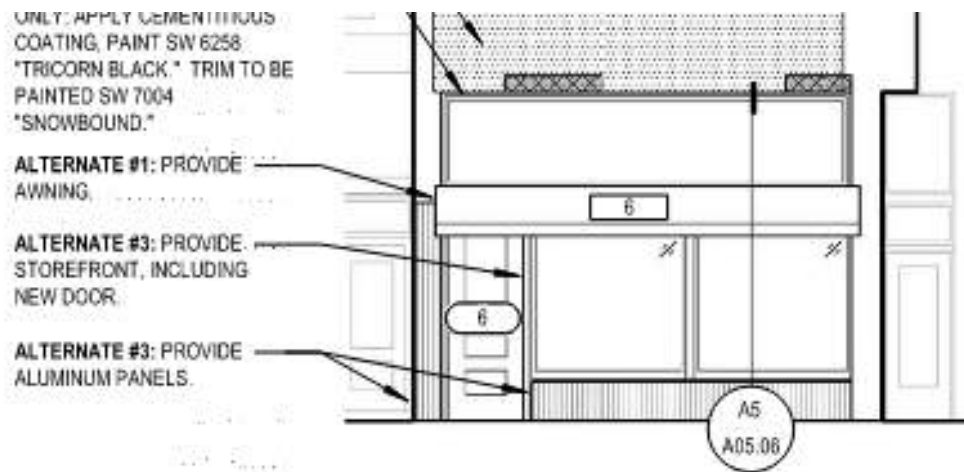
proposal request 03

Date Issued:	April 17, 2023		
Project:	Marshalltown, Iowa – Façade Rehabilitation – Downtown Revitalization		
RDG Project No.:	3005.009.00		
Owner:	City of Marshalltown, Iowa	Contract Date:	August 24, 2023
Contractor:	Cornerstone Commercial	Contract for:	General Construction

Please submit an itemized quotation for changes in the Contract Sum and/or Time incidental to proposed modifications to the Contract Documents described herein. This is not a Change Order nor a direction to proceed with the Work described herein.

Description: Building #6 (Vacant Building, 23 W. Main.): Add work as shown in Alternate #3.

- Per owner's request, please provide a cost to add the work noted as Alternate #3 for Building #6 (23 W. Main). This work includes a new storefront. See Sheet A05.06 for full details.



Reference:	A05.06		
Attachments:	None		
Prepared by:	Michelle A. Cunliffe, AIA	RDG Planning & Design	

I:\Projects\3005\3005.009.00 Marshalltown, IA - Facades\12.0 Construction\12.11 Proposal Requests\Marshalltown Facades_PR 003_Bldg 6_Add Alternate 3 Work.docx

Cornerstone

Commercial Contractors

401 7th Street
Corning, Iowa 50841
641-322-3862 office
641-322-3405 fax

COR # 3

Apr 18th, 2023

Cornerstone Commercial Contractors, Inc. would like to request a change order to be issued for Building # 6 (23 W. Main) adding Alternate 3 Scope of work.

Total Change Order is \$ 49,882.00 increase in cost.

Thank You,

Jason Kentner
Project Manager / Owner

Owner Signature: _____

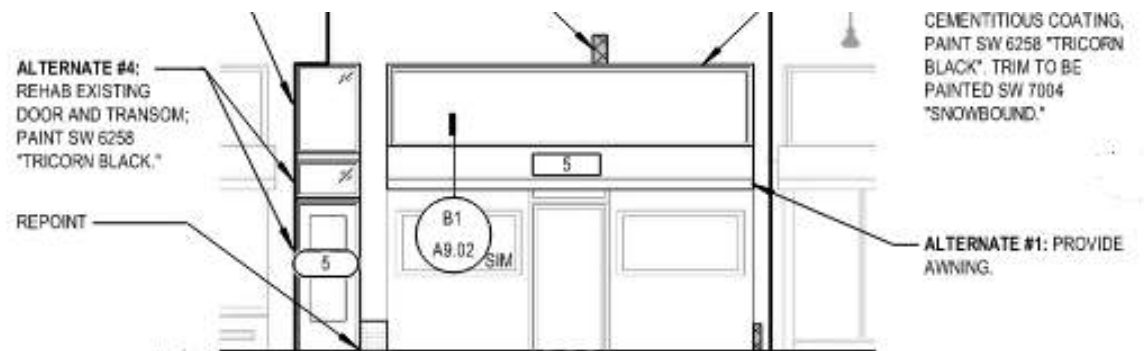
proposal request 04

Date Issued:	April 17, 2023		
Project:	Marshalltown, Iowa – Façade Rehabilitation – Downtown Revitalization		
RDG Project No.:	3005.009.00		
Owner:	City of Marshalltown, Iowa	Contract Date:	August 24, 2023
Contractor:	Cornerstone Commercial	Contract for:	General Construction

Please submit an itemized quotation for changes in the Contract Sum and/or Time incidental to proposed modifications to the Contract Documents described herein. This is not a Change Order nor a direction to proceed with the Work described herein.

Description: Building #5 (Vacant Building, 21 W. Main.): Add work as shown in Alternate #4.

- Per owner's request, please provide a cost to add the work noted as Alternate #4 for Building #5 (21 W. Main). This work rehabilitating Door 5. See Sheet A05.05 for full details.



Reference: A05.05

Attachments: None

Prepared by: Michelle A. Cunliffe, AIA RDG Planning & Design

I:\Projects\3005\3005.009.00 Marshalltown, IA - Facades\12.0 Construction\12.11 Proposal Requests\Marshalltown Facades_PR 004_Bldg 5_Add Alternate 3 Work.docx

Cornerstone

Commercial Contractors

401 7th Street
Corning, Iowa 50841
641-322-3862 office
641-322-3405 fax

COR # 4

Apr 18th, 2023

Cornerstone Commercial Contractors, Inc. would like to request a change order to be issued for Building # 5 (21 W. Main) adding Alternate 4 scope of work.

Total Change Order is \$ 6647.00 increase in cost.

Thank You,

Jason Kentner
Project Manager / Owner

Owner Signature: _____

Authorizing Resolution

We, hereby, authorize Kevin Pigors

(Name of Authorized Signatory)

on behalf of City of Marshalltown / Marshalltown Municipal Transit

(Legal Name of Applicant)

to apply for financial assistance as noted below and to enter into related contract(s) with the Iowa Department of Transportation.

From the State Transit Assistance Program:

1.43584007 % of formula funds;

\$ 0 of Special Project funds

From federal funds for transit in non-urbanized areas and/or for transit serving primarily elderly persons and person with disabilities:

\$ 268,485

From statewide federal capital assistance for transit:

\$ 0

We understand acceptance of federal transit assistance involves an agreement to comply with certain labor protection provisions.

We certify that City of Marshalltown / Marshalltown Municipal Transit

(Legal Name of Applicant)

has sufficient non-federal funds to provide required local match for capital projects and at time of delivery will have the funds to operate and maintain vehicles and equipment purchased under this project.

We request that State Transit Assistance formula funding be advanced as allowed by law, to improve transit system cash flow.

Adopted the 24 day of April, 2023

Name: City of Marshalltown

(Applicant's Governing Body)

By: Kevin Pigors

(Signature of Chief Executive Officer)

(Printed Name of Chief Executive Officer)

Title: Transit Administrator

Address: 905 E. Main St.

Telephone: 641-754-5719 kpigors@marshalltown-ia.gov

E-mail Address:

(E-mail Address of Chief Executive Officer)

MARSHALLTOWN

I O W A

Joel Greer, Mayor
Jessica Kinser, City Administrator
24 North Center Street
Marshalltown, IA 50158
PH 641.754.5701 | FX 641.754.5717

TO: Mayor Joel T. S. Greer and Members of the City Council
FROM: Kevin Pigors, Transit Administrator
DATE: 4/24/2023
RE: Iowa DOT Transit Funding Application

Strategic Plan:

- ☐ Strategy 1: Expand and improve development in the community.
- ☐ Strategy 2: Enhance Marshalltown's public image.
- ☒ Strategy 3: Continually improve and sustain the City's infrastructure, organization, and services.
- ☐ Strategy 4: Partner with citizens, for-profit, non-profit, and others to improve quality of life.

Plan Objective: Approve by resolution to apply for State and Federal funding.

Recommendation: Staff recommends approving the resolution authorizing application to the Iowa Department of Transportation for transit funding as expressed by the certifications and assurances enclosed.

Budget Impact: There is no expenditure with this Agreement. It is revenue for the daily operations of the transit division for the fiscal year 2023 - 2024.

Description/Background: Each year we apply for funding from the Iowa Department of Transportation to receive both state and federal dollars to cover the day-to-day expenses of the transit division for the following fiscal year. We are anticipating \$245,139 from the state and \$268,485 from the Federal Transit Administration.

CITY COUNCIL

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



PUBLIC HEARING NOTICE

Notice is hereby given that the City of Marshalltown will be holding a public hearing on the FY 2024 Consolidated Transit Funding Application for the Marshalltown Municipal Transit public transit program on April 24, 2023 at 5:30 p.m. at the Marshalltown City Hall Council Chambers at 10 W State St, Marshalltown. Copies of the application are available for viewing at the Marshalltown Municipal Transit office at 905 E. Main Street, Marshalltown. All MMT meetings are open to all individuals regardless of language spoken or disability. Any person requiring a reasonable accommodation to participate in MMT meetings should contact the MMT Office at 641-754-5719.

Marshalltown Transit will be applying for the following projects:

\$245,139	State Transit Assistance
\$268,485	Federal Transit Administration (FTA) – 5311 Nonurbanized Formula Program

The federal funds listed above will be matched with local funds.

Kevin Pigors
Marshalltown Municipal Transit

Not every provision of every certification will apply to every applicant or award. If a provision of a certification does not apply to the applicant or its award, FTA will not enforce that provision.

Text in italic is guidance to the public. It does not have the force and effect of law, and is not meant to bind the public in any way. It is intended only to provide clarity to the public regarding existing requirements under the law or agency policies.

CATEGORY 1. CERTIFICATIONS AND ASSURANCES REQUIRED OF EVERY APPLICANT.

All applicants must make the certifications in this category.

1.1. Standard Assurances.

The certifications in this subcategory appear as part of the applicant's registration or annual registration renewal in the System for Award Management (SAM.gov) and on the Office of Management and Budget's standard form 424B "Assurances—Non-Construction Programs". This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
- (b) Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- (c) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- (d) Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- (e) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728–4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).

- (f) Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:
- (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, as effectuated by U.S. DOT regulation 49 CFR Part 21;
 - (2) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681–1683, and 1685–1686), which prohibits discrimination on the basis of sex, as effectuated by U.S. DOT regulation 49 CFR Part 25;
 - (3) Section 5332 of the Federal Transit Law (49 U.S.C. § 5332), which prohibits any person being excluded from participating in, denied a benefit of, or discriminated against under, a project, program, or activity receiving financial assistance from FTA because of race, color, religion, national origin, sex, disability, or age.
 - (4) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps, as effectuated by U.S. DOT regulation 49 CFR Part 27;
 - (5) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101–6107), which prohibits discrimination on the basis of age;
 - (6) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
 - (7) The comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91–616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - (8) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
 - (9) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
 - (10) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and,
 - (11) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- (g) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (“Uniform Act”) (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases. The requirements of the Uniform Act are effectuated by U.S. DOT regulation 49 CFR Part 24.

- (h) Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508 and 7324–7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- (i) Will comply, as applicable, with the provisions of the Davis–Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327–333), regarding labor standards for federally assisted construction subagreements.
- (j) Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- (k) Will comply with environmental standards which may be prescribed pursuant to the following:
 - (1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
 - (2) Notification of violating facilities pursuant to EO 11738;
 - (3) Protection of wetlands pursuant to EO 11990;
 - (4) Evaluation of flood hazards in floodplains in accordance with EO 11988;
 - (5) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.);
 - (6) Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.);
 - (7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
 - (8) Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93–205).
- (l) Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- (m) Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).
- (n) Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- (o) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§ 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded

- animals held for research, teaching, or other activities supported by this award of assistance.
- (p) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
 - (q) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR Part 200, Subpart F, “Audit Requirements”, as adopted and implemented by U.S. DOT at 2 CFR Part 1201.
 - (r) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the program under which it is applying for assistance.
 - (s) Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from:
 - (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procuring a commercial sex act during the period of time that the award is in effect; or
 - (3) Using forced labor in the performance of the award or subawards under the award.

1.2. Standard Assurances: Additional Assurances for Construction Projects.

This certification appears on the Office of Management and Budget’s standard form 424D “Assurances—Construction Programs” and applies specifically to federally assisted projects for construction. This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency; will record the Federal awarding agency directives; and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
- (b) Will comply with the requirements of the assistance awarding agency with regard to the drafting, review, and approval of construction plans and specifications.
- (c) Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work confirms with the approved plans and specifications, and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

1.3. Procurement.

The Uniform Administrative Requirements, 2 CFR § 200.325, allow a recipient to self-certify that its procurement system complies with Federal requirements, in lieu of submitting to certain pre-procurement reviews.

The applicant certifies that its procurement system complies with:

- (a) U.S. DOT regulations, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 200, particularly 2 CFR §§ 200.317–200.327 “Procurement Standards;
- (b) Federal laws, regulations, and requirements applicable to FTA procurements; and
- (c) The latest edition of FTA Circular 4220.1 and other applicable Federal guidance.

1.4. Suspension and Debarment.

Pursuant to Executive Order 12549, as implemented at 2 CFR Parts 180 and 1200, prior to entering into a covered transaction with an applicant, FTA must determine whether the applicant is excluded from participating in covered non-procurement transactions. For this purpose, FTA is authorized to collect a certification from each applicant regarding the applicant’s exclusion status. 2 CFR § 180.300. Additionally, each applicant must disclose any information required by 2 CFR § 180.335 about the applicant and the applicant’s principals prior to entering into an award agreement with FTA. This certification serves both purposes.

The applicant certifies, to the best of its knowledge and belief, that the applicant and each of its principals:

- (a) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any Federal department or agency;
- (b) Has not, within the preceding three years, been convicted of or had a civil judgment rendered against him or her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty;

- (c) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any offense described in paragraph (b) of this certification;
- (d) Has not, within the preceding three years, had one or more public transactions (Federal, State, or local) terminated for cause or default.

1.5. Coronavirus Response and Relief Supplemental Appropriations Act, 2021, and CARES Act Funding.

The applicant certifies:

- (a) To the maximum extent possible, funds made available under title IV of division M of the Consolidated Appropriations Act, 2021 (Public Law 116–260), and in title XII of division B of the CARES Act (Public Law 116–136; 134 Stat. 599) shall be directed to payroll and operations of public transit (including payroll and expenses of private providers of public transportation); or
- (b) The applicant certifies that the applicant has not furloughed any employees.

1.6. American Rescue Plan Act Funding.

The applicant certifies:

- (a) Funds made available by Section 3401(a)(2)(A) of the American Rescue Plan Act of 2021 (Public Law 117-2) shall be directed to payroll and operations of public transportation (including payroll and expenses of private providers of public transportation); or
- (b) The applicant certifies that the applicant has not furloughed any employees.

CATEGORY 2. PUBLIC TRANSPORTATION AGENCY SAFETY PLANS

This certification is required of each applicant under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), each rail operator that is subject to FTA’s state safety oversight programs, and each State that is required to draft and certify a Public Transportation Agency Safety Plan on behalf of a Small Public Transportation Provider (as that term is defined at 49 CFR § 673.5) pursuant to 49 CFR § 673.11(d).

This certification is required by 49 U.S.C. § 5307(c)(1)(L), 49 U.S.C. § 5329(d)(1), and 49 CFR § 673.13. This certification is a condition of receipt of Urbanized Area Formula Grants Program (49 U.S.C. § 5307) funding.

This certification does not apply to any applicant that only receives financial assistance from FTA under the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C.

§ 5310), the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or combination of these two programs, unless it operates a rail fixed guideway public transportation system.

If the applicant is an operator, the applicant certifies that it has established a Public Transportation Agency Safety Plan meeting the requirements of 49 U.S.C. § 5329(d)(1) and 49 CFR Part 673; including, specifically, that the board of directors (or equivalent entity) of the applicant has approved, or, in the case of an applicant that will apply for assistance under 49 U.S.C. § 5307 that is serving an urbanized area with a population of 200,000 or more, the safety committee of the entity established under 49 U.S.C. § 5329(d)(5), followed by the board of directors (or equivalent entity) of the applicant has approved, the Public Transportation Agency Safety Plan or any updates thereto; and, for each recipient serving an urbanized area with a population of fewer than 200,000, that the Public Transportation Agency Safety Plan has been developed in cooperation with frontline employee representatives.

If the applicant is a State that drafts and certifies a Public Transportation Agency Safety Plan on behalf of a public transportation operator, the applicant certifies that:

- (a) It has drafted and certified a Public Transportation Agency Safety Plan meeting the requirements of 49 U.S.C. § 5329(d)(1) and 49 CFR Part 673 for each Small Public Transportation Provider (as that term is defined at 49 CFR § 673.5) in the State, unless the Small Public Transportation Provider provided notification to the State that it was opting out of the State-drafted plan and drafting its own Public Transportation Agency Safety Plan; and
- (b) Each Small Public Transportation Provider within the State that opts to use a State-drafted Public Transportation Agency Safety Plan has a plan that has been approved by the provider's Accountable Executive (as that term is defined at 49 CFR § 673.5), Board of Directors or Equivalent Authority (as that term is defined at 49 CFR § 673.5), and, if the Small Public Transportation Provider serves an urbanized area with a population of 200,000 or more, the safety committee of the Small Public Transportation Provider established under 49 U.S.C. § 5329(d)(5).

CATEGORY 3. TAX LIABILITY AND FELONY CONVICTIONS.

If the applicant is a business association (regardless of for-profit, not for-profit, or tax exempt status), it must make this certification. Federal appropriations acts since at least 2014 have prohibited FTA from using funds to enter into an agreement with any corporation that has unpaid Federal tax liabilities or recent felony convictions without first considering the corporation for debarment. E.g., Consolidated Appropriations Act, 2023, Pub. L. 117-328, div. E, tit. VII, §§ 744–745. U.S. DOT Order 4200.6 defines a “corporation” as “any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association”, and applies the restriction to all tiers of subawards. As prescribed by U.S. DOT

Order 4200.6, FTA requires each business association applicant to certify as to its tax and felony status.

If the applicant is a private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, the applicant certifies that:

- (a) It has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (b) It has not been convicted of a felony criminal violation under any Federal law within the preceding 24 months.

CATEGORY 4. LOBBYING.

If the applicant will apply for a grant or cooperative agreement exceeding \$100,000, or a loan, line of credit, loan guarantee, or loan insurance exceeding \$150,000, it must make the following certification and, if applicable, make a disclosure regarding the applicant's lobbying activities. This certification is required by 49 CFR § 20.110 and app. A to that part.

This certification does not apply to an applicant that is an Indian Tribe, Indian organization, or an Indian tribal organization exempt from the requirements of 49 CFR Part 20.

4.1. Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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.
- (b) 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 of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned 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.

4.2. Statement for Loan Guarantees and Loan Insurance.

The undersigned states, to the best of his or her knowledge and belief, that:

If any 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 of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement 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 statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CATEGORY 5. PRIVATE SECTOR PROTECTIONS.

If the applicant will apply for funds that it will use to acquire or operate public transportation facilities or equipment, the applicant must make the following certification regarding protections for the private sector.

5.1. Charter Service Agreement.

To enforce the provisions of 49 U.S.C. § 5323(d), FTA's charter service regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following Charter Service Agreement. 49 CFR § 604.4.

The applicant agrees that it, and each of its subrecipients, and third party contractors at any level who use FTA-funded vehicles, may provide charter service using equipment or facilities acquired with Federal assistance authorized under the Federal Transit Laws only in compliance with the regulations set out in 49 CFR Part 604, the terms and conditions of which are incorporated herein by reference.

5.2. School Bus Agreement.

To enforce the provisions of 49 U.S.C. § 5323(f), FTA's school bus regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following agreement regarding the provision of school bus services. 49 CFR § 605.15.

- (a) If the applicant is not authorized by the FTA Administrator under 49 CFR § 605.11 to engage in school bus operations, the applicant agrees and certifies as follows:
 - (1) The applicant and any operator of project equipment agrees that it will not engage in school bus operations in competition with private school bus operators.
 - (2) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Mass Transit Regulations, or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
- (b) If the applicant is authorized or obtains authorization from the FTA Administrator to engage in school bus operations under 49 CFR § 605.11, the applicant agrees as follows:
 - (1) The applicant agrees that neither it nor any operator of project equipment will engage in school bus operations in competition with private school bus operators except as provided herein.
 - (2) The applicant, or any operator of project equipment, agrees to promptly notify the FTA Administrator of any changes in its operations which might jeopardize the continuation of an exemption under § 605.11.
 - (3) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Transit Administration regulations or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
 - (4) The applicant agrees that the project facilities and equipment shall be used for the provision of mass transportation services within its urban area and that any other use of project facilities and equipment will be incidental to and shall not interfere with the use of such facilities and equipment in mass transportation service to the public.

CATEGORY 6. TRANSIT ASSET MANAGEMENT PLAN.

If the applicant owns, operates, or manages capital assets used to provide public transportation, the following certification is required by 49 U.S.C. § 5326(a).

The applicant certifies that it is in compliance with 49 CFR Part 625.

CATEGORY 7. ROLLING STOCK BUY AMERICA REVIEWS AND BUS TESTING.

7.1. Rolling Stock Buy America Reviews.

If the applicant will apply for an award to acquire rolling stock for use in revenue service, it must make this certification. This certification is required by 49 CFR § 663.7.

The applicant certifies that it will conduct or cause to be conducted the pre-award and post-delivery audits prescribed by 49 CFR Part 663 and will maintain on file the certifications required by Subparts B, C, and D of 49 CFR Part 663.

7.2. Bus Testing.

If the applicant will apply for funds for the purchase or lease of any new bus model, or any bus model with a major change in configuration or components, the applicant must make this certification. This certification is required by 49 CFR § 665.7.

The applicant certifies that the bus was tested at the Bus Testing Facility and that the bus received a passing test score as required by 49 CFR Part 665. The applicant has received or will receive the appropriate full Bus Testing Report and any applicable partial testing reports before final acceptance of the first vehicle.

CATEGORY 8. URBANIZED AREA FORMULA GRANTS PROGRAM.

If the applicant will apply for an award under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), or any other program or award that is subject to the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310); “flex funds” from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)); projects that will receive an award authorized by the Transportation Infrastructure Finance and Innovation Act (“TIFIA”) (23 U.S.C. §§ 601–609) or State Infrastructure Bank Program (23 U.S.C. § 610) (see 49 U.S.C. § 5323(o)); formula awards or competitive awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(a) and (b)); or low or no emission awards to any area under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(c)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5307(c)(1).

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out the program of projects (developed pursuant 49 U.S.C. § 5307(b)), including safety and security aspects of the program;
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities;

- (c) Will maintain equipment and facilities in accordance with the applicant's transit asset management plan;
- (d) Will ensure that, during non-peak hours for transportation using or involving a facility or equipment of a project financed under this section, a fare that is not more than 50 percent of the peak hour fare will be charged for any—
 - (1) Senior;
 - (2) Individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design; and
 - (3) Individual presenting a Medicare card issued to that individual under title II or XVIII of the Social Security Act (42 U.S.C. §§ 401 et seq., and 1395 et seq.);
- (e) In carrying out a procurement under 49 U.S.C. § 5307, will comply with 49 U.S.C. §§ 5323 (general provisions) and 5325 (contract requirements);
- (f) Has complied with 49 U.S.C. § 5307(b) (program of projects requirements);
- (g) Has available and will provide the required amounts as provided by 49 U.S.C. § 5307(d) (cost sharing);
- (h) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning);
- (i) Has a locally developed process to solicit and consider public comment before raising a fare or carrying out a major reduction of transportation;
- (j) Either—
 - (1) Will expend for each fiscal year for public transportation security projects, including increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, providing an emergency telephone line to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of an existing or planned public transportation system, at least 1 percent of the amount the recipient receives for each fiscal year under 49 U.S.C. § 5336; or
 - (2) Has decided that the expenditure for security projects is not necessary;
- (k) In the case of an applicant for an urbanized area with a population of not fewer than 200,000 individuals, as determined by the Bureau of the Census, will submit an annual report listing projects carried out in the preceding fiscal year under 49 U.S.C. § 5307 for associated transit improvements as defined in 49 U.S.C. § 5302; and
- (l) Will comply with 49 U.S.C. § 5329(d) (public transportation agency safety plan).

CATEGORY 9. FORMULA GRANTS FOR RURAL AREAS.

If the applicant will apply for funds made available to it under the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), it must make this certification. Paragraph (a) of this certification helps FTA make the determinations required by 49 U.S.C. § 5310(b)(2)(C). Paragraph (b) of this certification is required by 49 U.S.C. § 5311(f)(2). Paragraph (c) of this certification, which applies to funds apportioned for the Appalachian Development Public Transportation Assistance Program, is necessary to enforce the conditions of 49 U.S.C. § 5311(c)(2)(D).

- (a) The applicant certifies that its State program for public transportation service projects, including agreements with private providers for public transportation service—
 - (1) Provides a fair distribution of amounts in the State, including Indian reservations; and
 - (2) Provides the maximum feasible coordination of public transportation service assisted under 49 U.S.C. § 5311 with transportation service assisted by other Federal sources; and
- (b) If the applicant will in any fiscal year expend less than 15% of the total amount made available to it under 49 U.S.C. § 5311 to carry out a program to develop and support intercity bus transportation, the applicant certifies that it has consulted with affected intercity bus service providers, and the intercity bus service needs of the State are being met adequately.
- (c) If the applicant will use for a highway project amounts that cannot be used for operating expenses authorized under 49 U.S.C. § 5311(c)(2) (Appalachian Development Public Transportation Assistance Program), the applicant certifies that—
 - (1) It has approved the use in writing only after providing appropriate notice and an opportunity for comment and appeal to affected public transportation providers; and
 - (2) It has determined that otherwise eligible local transit needs are being addressed.

CATEGORY 10. FIXED GUIDEWAY CAPITAL INVESTMENT GRANTS AND THE EXPEDITED PROJECT DELIVERY FOR CAPITAL INVESTMENT GRANTS PILOT PROGRAM.

If the applicant will apply for an award under any subsection of the Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), including an award made pursuant to the FAST Act's Expedited Project Delivery for Capital Investment Grants Pilot Program (Pub. L. 114-94, div. A, title III, § 3005(b)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5309(c)(2) and Pub. L. 114-94, div. A, title III, § 3005(b)(3)(B).

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
- (c) Will maintain equipment and facilities acquired or improved under its Award in accordance with its transit asset management plan; and
- (d) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning).

CATEGORY 11. GRANTS FOR BUSES AND BUS FACILITIES AND LOW OR NO EMISSION VEHICLE DEPLOYMENT GRANT PROGRAMS.

If the applicant is in an urbanized area and will apply for an award under subsection (a) (formula grants), subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.

If the applicant is in a rural area and will apply for an award under subsection (a) (formula grants), subsection (b) (bus and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 9 for Formula Grants for Rural Areas (49 U.S.C. § 5311). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.

Making this certification will incorporate by reference the applicable certifications in Category 8 or Category 9.

If the applicant will receive a competitive award under subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) related to zero emissions vehicles or related infrastructure, it must make the following certification. This certification is required by 49 U.S.C. § 5339(d).

The applicant will use 5 percent of grants related to zero emissions vehicles (as defined in subsection (c)(1)) or related infrastructure under subsection (b) or (c) to fund workforce development training as described in section 49 U.S.C. § 5314(b)(2) (including registered apprenticeships and other labor-management training programs) under the recipient's plan to address the impact of the transition to zero emission vehicles on the applicant's current workforce; or the applicant certifies a smaller percentage is necessary to carry out that plan.

CATEGORY 12. ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAMS.

If the applicant will apply for an award under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program (49 U.S.C. § 5310), it must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5310(e)(1). Making this certification will incorporate by reference the certification in Category 8, except that FTA has determined that (d), (f), (i), (j), and (k) of Category 8 do not apply to awards made under 49 U.S.C. § 5310 and will not be enforced.

In addition to the certification in Category 8, the applicant must make the following certification that is specific to the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program. This certification is required by 49 U.S.C. § 5310(e)(2).

The applicant certifies that:

- (a) The projects selected by the applicant are included in a locally developed, coordinated public transit-human services transportation plan;
- (b) The plan described in clause (a) was developed and approved through a process that included participation by seniors, individuals with disabilities, representatives of public, private, and nonprofit transportation and human services providers, and other members of the public;
- (c) To the maximum extent feasible, the services funded under 49 U.S.C. § 5310 will be coordinated with transportation services assisted by other Federal departments and agencies, including any transportation activities carried out by a recipient of a grant from the Department of Health and Human Services; and
- (d) If the applicant will allocate funds received under 49 U.S.C. § 5310 to subrecipients, it will do so on a fair and equitable basis.

CATEGORY 13. STATE OF GOOD REPAIR GRANTS.

If the applicant will apply for an award under FTA's State of Good Repair Grants Program (49 U.S.C. § 5337), it must make the following certification. Because FTA generally does not review the transit asset management plans of public transportation providers, the asset management certification is necessary to enforce the provisions of 49 U.S.C. § 5337(a)(4). The certification with regard to acquiring restricted rail rolling stock is required by 49 U.S.C. § 5323(u)(4). Note that this certification is not limited to the use of Federal funds.

The applicant certifies that the projects it will carry out using assistance authorized by the State of Good Repair Grants Program, 49 U.S.C. § 5337, are aligned with the applicant's most recent transit asset management plan and are identified in the investment and prioritization section of such plan, consistent with the requirements of 49 CFR Part 625.

If the applicant operates a rail fixed guideway service, the applicant certifies that, in the fiscal year for which an award is available to the applicant under the State of Good Repair Grants Program, 49 U.S.C. § 5337, the applicant will not award any contract or subcontract for the procurement of rail rolling stock for use in public transportation with a rail rolling stock manufacturer described in 49 U.S.C. § 5323(u)(1).

CATEGORY 14. INFRASTRUCTURE FINANCE PROGRAMS.

If the applicant will apply for an award for a project that will include assistance under the Transportation Infrastructure Finance and Innovation Act (“TIFIA”) Program (23 U.S.C. §§ 601–609) or the State Infrastructure Banks (“SIB”) Program (23 U.S.C. § 610), it must make the certifications in Category 8 for the Urbanized Area Formula Grants Program, Category 10 for the Fixed Guideway Capital Investment Grants program, and Category 13 for the State of Good Repair Grants program. These certifications are required by 49 U.S.C. § 5323(o).

Making this certification will incorporate the certifications in Categories 8, 10, and 13 by reference.

CATEGORY 15. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.

If the applicant will apply for an award under FTA’s Urbanized Area Formula Grants Program (49 U.S.C. § 5307), Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) programs, the applicant must make the following certification. The applicant must make this certification on its own behalf and on behalf of its subrecipients and contractors. This certification is required by 49 CFR § 655.83.

The applicant certifies that it, its subrecipients, and its contractors are compliant with FTA’s regulation for the Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations, 49 CFR Part 655.

CATEGORY 16. RAIL SAFETY TRAINING AND OVERSIGHT.

If the applicant is a State with at least one rail fixed guideway system, or is a State Safety Oversight Agency, or operates a rail fixed guideway system, it must make the following certification. The elements of this certification are required by 49 CFR §§ 672.31 and 674.39.

The applicant certifies that the rail fixed guideway public transportation system and the State Safety Oversight Agency for the State are:

- (a) Compliant with the requirements of 49 CFR Part 672, “Public Transportation Safety Certification Training Program”; and
- (b) Compliant with the requirements of 49 CFR Part 674, “State Safety Oversight”.

CATEGORY 17. DEMAND RESPONSIVE SERVICE.

If the applicant operates demand responsive service and will apply for an award to purchase a non-rail vehicle that is not accessible within the meaning of 49 CFR Part 37, it must make the following certification. This certification is required by 49 CFR § 37.77.

The applicant certifies that the service it provides to individuals with disabilities is equivalent to that provided to other persons. A demand responsive system, when viewed in its entirety, is deemed to provide equivalent service if the service available to individuals with disabilities, including individuals who use wheelchairs, is provided in the most integrated setting appropriate to the needs of the individual and is equivalent to the service provided other individuals with respect to the following service characteristics:

- (a) Response time;
- (b) Fares;
- (c) Geographic area of service;
- (d) Hours and days of service;
- (e) Restrictions or priorities based on trip purpose;
- (f) Availability of information and reservation capability; and
- (g) Any constraints on capacity or service availability.

CATEGORY 18. INTEREST AND FINANCING COSTS.

If the applicant will pay for interest or other financing costs of a project using assistance awarded under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), the Fixed Guideway Capital Investment Grants Program (49 U.S.C. § 5309), or any program that must comply with the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), “flex funds” from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)), or awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the following certification. This certification is required by 49 U.S.C. §§ 5307(e)(3) and 5309(k)(2)(D).

The applicant certifies that:

- (a) Its application includes the cost of interest earned and payable on bonds issued by the applicant only to the extent proceeds of the bonds were or will be expended in carrying out the project identified in its application; and
- (b) The applicant has shown or will show reasonable diligence in seeking the most favorable financing terms available to the project at the time of borrowing.

CATEGORY 19. CYBERSECURITY CERTIFICATION FOR RAIL ROLLING STOCK AND OPERATIONS.

If the applicant operates a rail fixed guideway public transportation system, it must make this certification. This certification is required by 49 U.S.C. § 5323(v). For information about standards or practices that may apply to a rail fixed guideway public transportation system, visit <https://www.nist.gov/cyberframework> and <https://www.cisa.gov/>.

The applicant certifies that it has established a process to develop, maintain, and execute a written plan for identifying and reducing cybersecurity risks that complies with the requirements of 49 U.S.C. § 5323(v)(2).

CATEGORY 20. PUBLIC TRANSPORTATION ON INDIAN RESERVATIONS FORMULA AND DISCRETIONARY PROGRAM (TRIBAL TRANSIT PROGRAMS).

Before FTA may provide Federal assistance for an Award financed under either the Public Transportation on Indian Reservations Formula or Discretionary Program authorized under 49 U.S.C. § 5311(c)(1), as amended by the FAST Act, (Tribal Transit Programs), the applicant must select the Certifications in Category 21, except as FTA determines otherwise in writing. Tribal Transit Program applicants may certify to this Category and Category 1 (Certifications and Assurances Required of Every Applicant) and need not make any other certification, to meet Tribal Transit Program certification requirements. If an applicant will apply for any program in addition to the Tribal Transit Program, additional certifications may be required.

FTA has established terms and conditions for Tribal Transit Program grants financed with Federal assistance appropriated or made available under 49 U.S.C. § 5311(c)(1). The applicant certifies that:

- (a) It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
- (b) It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
- (c) It will maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, “Transit Asset Management,” 49 CFR Part 625. Its Award will achieve maximum feasible coordination with transportation service financed by other federal sources.
- (d) With respect to its procurement system:
 - (1) It will have a procurement system that complies with U.S. DOT regulations, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, “Uniform Administrative Requirements, Cost

- Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 200, for Awards made on or after December 26, 2014,
- (2) It will have a procurement system that complies with U.S. DOT regulations, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,” 49 CFR Part 18, specifically former 49 CFR § 18.36, for Awards made before December 26, 2014, or
- (3) It will inform FTA promptly if its procurement system does not comply with either of those U.S. DOT regulations.
- (e) It will comply with the Certifications, Assurances, and Agreements in:
 - (1) Category 05.1 and 05.2 (Charter Service Agreement and School Bus Agreement),
 - (2) Category 06 (Transit Asset Management Plan),
 - (3) Category 07.1 and 07.2 (Rolling Stock Buy America Reviews and Bus Testing),
 - (4) Category 09 (Formula Grants for Rural Areas),
 - (5) Category 15 (Alcohol and Controlled Substances Testing), and
 - (6) Category 17 (Demand Responsive Service).

CATEGORY 21. EMERGENCY RELIEF PROGRAM.

An applicant to the Public Transportation Emergency Relief Program, 49 U.S.C. § 5324, must make the following certification. The certification is required by 49 U.S.C. § 5324(f) and must be made before the applicant can receive a grant under the Emergency Relief program.

The applicant certifies that the applicant has insurance required under State law for all structures related to the emergency relief program grant application.

**FEDERAL FISCAL YEAR 2023 CERTIFICATIONS AND ASSURANCES FOR FTA
ASSISTANCE PROGRAMS**

(Signature pages alternate to providing Certifications and Assurances in TrAMS.)

Name of Applicant: _____

The Applicant certifies to the applicable provisions of all categories: (*check here*) _____.

Or,

The Applicant certifies to the applicable provisions of the categories it has selected:

Category	Certification
01 Certifications and Assurances Required of Every Applicant	_____
02 Public Transportation Agency Safety Plans	_____
03 Tax Liability and Felony Convictions	_____
04 Lobbying	_____
05 Private Sector Protections	_____
06 Transit Asset Management Plan	_____
07 Rolling Stock Buy America Reviews and Bus Testing	_____
08 Urbanized Area Formula Grants Program	_____
09 Formula Grants for Rural Areas	_____
10 Fixed Guideway Capital Investment Grants and the Expedited Project Delivery for Capital Investment Grants Pilot Program	_____
11 Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs	_____

- 12 Enhanced Mobility of Seniors and Individuals with Disabilities Programs
- 13 State of Good Repair Grants
- 14 Infrastructure Finance Programs
- 15 Alcohol and Controlled Substances Testing
- 16 Rail Safety Training and Oversight
- 17 Demand Responsive Service
- 18 Interest and Financing Costs
- 19 Cybersecurity Certification for Rail Rolling Stock and Operations
- 20 Tribal Transit Programs
- 21 Emergency Relief Program

CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE

AFFIRMATION OF APPLICANT

Name of the Applicant: _____

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in the federal fiscal year, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

The Certifications and Assurances the Applicant selects apply to each Award for which it now seeks, or may later seek federal assistance to be awarded by FTA during the federal fiscal year.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature _____ Date: _____

Name _____ Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): _____

As the undersigned Attorney for the above-named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature _____ Date: _____

Name _____ Attorney for Applicant

Each Applicant for federal assistance to be awarded by FTA must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within TrAMS, provided the Applicant has on file and uploaded to TrAMS this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.

MARSHALLTOWN

I O W A

Joel Greer, Mayor
Jessica Kinser, City Administrator
24 North Center Street
Marshalltown, IA 50158
PH 641.754.5701 | FX 641.754.5717

TO: Mayor Greer and the City Council
FROM: Jessica Kinser, City Administrator
DATE: April 18, 2023
RE: 13th Street Sidewalk Request

Strategic Plan:

- ☐ Strategy 1: Expand and improve development in the community.
- ☒ Strategy 2: Enhance Marshalltown's public image.
- ☐ Strategy 3: Continually improve and sustain the City's infrastructure, organization, and services.
- ☒ Strategy 4: Partner with citizens, for-profit, non-profit, and others to improve quality of life.

Plan Objective:

Recommendation: No recommendation

Budget Impact: See below

Description/Background: The sidewalks on 13th Street from Fremont to Summit Street have sunk, creating trip and fall hazards in the area. Property owners stated the sinking started shortly after construction was completed in the 2013. The City had a four-year maintenance bond with the contractor (PCI), but this was never exercised for any deficiencies.

City staff held a meeting with the five owners to talk about the desire to do a concrete raising project cooperatively, with the owners responsible for the costs for areas adjacent to their properties while the City would be responsible for our properties and curb ramps. This is a fairly small project, which is estimated at \$40,000, with the City's portion in the \$11,000 range. The City's Code of Ordinances states the following regarding sidewalk maintenance:

§ 57.002 RESPONSIBILITY FOR MAINTENANCE.

The owner of any lot or parcel thereof abutting any sidewalk on the city streets in the city shall maintain said sidewalk in state of good repair, free from cracks, holes and unevenness to that the sidewalk does not constitute a safety hazard. A state of sidewalk disrepair is hereby declared a public nuisance. The owner of any lot or parcels who fails to repair said sidewalk shall be liable to any person injured as a result of such failure and shall further save, defend, indemnify and hold harmless the city from and against any claim arising out of the failure to maintain said sidewalk.

The 13th Street property owners would be remiss in not asking the Council to waive their costs as part of the project and that opportunity is being afforded to them tonight. Regardless of the Council's direction, the project is likely not to be completed until later in 2023. If the Council would like to fund this, the recommended funding source for the project would be Council-designated LOST.

CITY COUNCIL

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



**North 13th Street
Sidewalk Raising Estimates**

From 2022 proposals:	Iowa Concrete Leveling	923 SY	\$ 31,500.00	\$ 34.14 /SY
	Midwest Foundation	923 SY	\$ 35,093.83	\$ 38.04 /SY
	Average			\$ 36.09 /SY

Property Address	Owner	Mailing Address	Area (SY)	Estimated Costs
114 N 13TH ST	ELAINE LOCKE	114 N 13TH ST	30	\$ 1,082.70
204 N 13TH ST	TEAMWORK 1 LLC	126 W MAIN ST	32	\$ 1,154.88
206-220 N 13TH ST	MARSHALLTOWN	24 N CENTER ST	152	\$ 5,485.68
222 N 13TH ST *	SALVATION ARMY *	PO BOX 482	82	\$ 2,959.38
RAMPS AND DRIVEWAY	MARSHALLTOWN	24 N CENTER ST	42	\$ 1,515.78
232 N 13TH ST	SALVATION ARMY	PO BOX 482	114	\$ 4,114.26
236 N 13TH ST	C SQUARED VENTURES LLC	1502 W LINCOLN WAY	62	\$ 2,237.58
SW SUMMIT ST RAMP	MARSHALLTOWN	24 N CENTER ST	11	\$ 396.99
SE FREEMONT RAMP	MARSHALLTOWN	24 N CENTER ST	17	\$ 613.53
201 N 13TH ST	PINNEY, ELAINE	114 N 13TH ST	56	\$ 2,021.04
203 N 13TH ST	PINNEY, ELAINE MARIE	114 N 13TH ST	29	\$ 1,046.61
SIDEWALK RAMP	MARSHALLTOWN	24 N CENTER ST	7	\$ 252.63
207 N 13TH ST	LOCKE, ELAINE M	114 N 13TH ST	51	\$ 1,840.59
209 N 13TH ST	TEAMWORK 1 LLC	126 W MAIN ST	94	\$ 3,392.46
217 N 13TH ST	TEAMWORK 1 LLC	126 W MAIN ST	49	\$ 1,768.41
SIDEWALK RAMP	MARSHALLTOWN	24 N CENTER ST	7	\$ 252.63
ALLEY	MARSHALLTOWN	24 N CENTER ST	11	\$ 396.99
229 N 13TH ST **	ARCHWIRE RENTALS LLLP **	233 N 13TH ST	108	\$ 3,897.72
229 N 13TH ST	ARCHWIRE RENTALS LLLP	233 N 13TH ST	57	\$ 2,057.13
233 N 13TH ST	ARCHWIRE RENTALS LLLP	233 N 13TH ST	76	\$ 2,742.84
SE SUMMIT ST RAMPS	MARSHALLTOWN	24 N CENTER ST	19	\$ 685.71
TOTAL ESTIMATED COSTS			1106	\$ 39,915.54

* SALVATION ARMY OWNS LOT BUT CITY MAINTAINS LOT FOR PARK PARKING.

** ARCHWIRE RENTALS OWNS PROPERTY BUT AREA HAS BOX CULVERT AND RETAINING WALL FOR DRAINAGE

SINCE OWNERSHIP IS PRIVATE BUT OPERATION/USE IS CITY, QUAQNTITIES FOR THESE TWO AREAS ARE INCLUDED AS CITY RESPONSIBILITY.

ELAINE LOCKE	114 N 13TH ST	166	\$ 5,990.94
TEAMWORK 1 LLC	126 W MAIN ST	175	\$ 6,315.75
SALVATION ARMY	PO BOX 482	114	\$ 4,114.26
C SQUARED VENTURES LLC	1502 W LINCOLN WAY	62	\$ 2,237.58
ARCHWIRE RENTALS LLLP	233 N 13TH ST	133	\$ 4,799.97

CITY OF MARSHALLTOWN	24 N CENTER ST	114	\$ 4,114.26
CITY/PRIVATE OPERATIONS	24 N CENTER ST	190	\$ 6,857.10
TOTAL CITY			\$ 10,971.36



Real People. Real Solutions.

430 E Grand Avenue
Suite 101
Des Moines, IA 50309

Ph: (515) 259-9190
Fax: (515) 233-4430
Bolton-Menk.com

12/22/2022

Mr. Geoff Hubbard, Parks & Rec Director

RE: Water Plaza at Linn Creek District
City of Marshalltown
Project No.: OT6.128279

Water Plaza at Linn Creek District Master Plan Summary

Introduction

The City of Marshalltown Parks and Recreation Department hired the team of Bolton & Menk, Artist Hilde Debruyne, and Waters Edge Aquatic Design to lead a design and community engagement effort for a new water plaza at Mega-10 Park in the Linn Creek District of the Marshalltown community. The City recognized the importance of a process focused on quality design as well as strong community engagement which has led to an impactful design that is inclusive and reflective of the diverse background and experiences of the people of Marshalltown. Below is a summary of the process, outcomes, and next steps toward implementation of the water plaza design.

Process

Bolton & Menk and Artist Hilde Debruyne kicked-off the project in August 2022 with a meeting with the City of Marshalltown and the water plaza steering committee. Several primary goals were established in this kick-off meeting.

1. Engage with the public throughout the design process to ensure the design addresses the needs and desires of the community.
2. People-focused design: focus on playfulness, accessibility, safety, and inclusivity
3. Creative-focused design: innovative and unique to Marshalltown

Following the kick-off meetings, the design team distributed an online survey to the public and led a public engagement event at Marshalltown's Harvest Market on September 9th, 2022. The team was able to gain valuable input from the community through both the survey and the event. Images from the event and results of the survey are attached for reference.

The design team then led an approximately 8-week design effort with regular check-in meetings with the steering committee for feedback. Upon completion of the master plan design, the design team and steering committee unveiled plans and renderings in a public open house on November 16th, 2022. Design boards were given to the City so the steering committee could further promote the project at additional community events like the Holiday Stroll on November 19th, 2022.

The design team prepared this packet as the final deliverable for the master plan phase of this project. When the City is prepared to move forward with the final design phase of the project, the design team can work through the more detailed aspects of the project in preparation for construction.

Design

The online survey and Harvest Market outreach events provided valuable guidance to the design team. When community members were asked about the importance and meaning of water in their lives, many people had very fond family memories of time spent at the lake, the swimming pool, the river, or beach: playfulness, relaxation and summer fun came to mind. Another group was thinking of water as “being everything”, “necessary” and “life”.

The committee decided to pursue the concept “*Skipping Stones*” out of two design alternatives created. “*Skipping Stones*” was seen as an inclusive, playful, and inspiring concept to develop into the final master plan. The idea of *skipping stones* unites people from different origins and ages, young and old, because many people, regardless of background, fondly remember skipping stones at some point in their lives. For some it is a very fun water activity, especially for the young; for others it can be a type of meditation and mindfulness, watching the concentric circles slowly ripple. For parents teaching their kids how to find the perfect stone and the best skipping technique, it is a fun way of bonding and teaching science at the same time.

The site and sculpture were designed together to create a series of “ripples” in a rhythmic pattern with timed fountains strategically placed throughout the plaza to create the effect of a stone being skipped with multiple arches “skipping” toward the center of the water plaza. The skipping fountains culminate in the center near the sculpture as the network of center jets splashes outward in a playful dance.

The sculpture was originally presented as a grouping of three large scale elements in stainless steel. This material was the best choice as it is located in a wet location at the center of the water plaza. Because of the high cost of stainless steel, the design was scaled down to one element in stainless steel. To add impact through color to the sculpture, one element in painted mild steel was presented as an alternative to stainless steel and was ultimately pursued as the final solution for the purpose of this master plan. An important note with this approach is the maintenance required to repaint the mild steel surfaces regularly to maintain the appearance of the sculpture and protect the steel structure.

Safety was also an important element in the design. Water jets were strategically located and directed in angles to allow for dry zones within and around the plaza allowing people to access the sculpture and other areas of the plaza without getting wet. Water jet types were selected and located to provide play areas for different age groups and abilities. Bubblers were grouped together for toddlers and/or adults looking for a less thrilling experience while more exciting arch jets and misters were grouped in other areas for older children. In an effort to discourage climbing, the column of the sculpture was designed as a smooth surface and metal elements were held a minimum of 10 ft above the concrete surface of the water plaza.

The design of the site and sculpture are a cohesive design. One cannot be implemented without the other and both contribute to the essence of the project. This will be important as the city moves forward with implementation.

Name: Water Plaza at Linn Creek District

Date: 12/22/2022

Page: 3

Next Steps

The design team has prepared a cost estimate to accompany a plan drawing and 3D renderings with important elements noted and described. These tools, along with this project summary, are intended to be used by the City to plan and prepare for phasing and implementation of the Water Plaza.

During the master plan process, the design team was able to get some initial feedback from the Iowa Department of Public Health. Moving into final design, the department should be consulted again regarding the design as it gets more detailed to determine if there are any issues that would be flagged by the department.

ENGINEER'S ESTIMATE

Water Plaza Cost Estimate
City of Marshalltown, Iowa



BMI PROJECT NO. 0T6.128279

Date: 12/22/2022

ITEM NO.	ITEM	UNIT	QUANTITY	UNIT COST	TOTAL	SUBTOTAL
SITE WORK						
1	MOBILIZATION	LS	1	\$130,536	\$130,536	
2	COMMON EXCAVATION	CY	200	\$22	\$4,400	
3	MODIFIED SUBBASE, 6"	SY	860	\$15	\$12,900	
4	CONCRETE, 5"	SY	860	\$70	\$60,200	\$209,000
WATER PLAZA, SYSTEM AND COMPONENTS						
5	WATER PLAZA COMPONENTS *1	LS	1	\$500,000	\$500,000	
6	COMMON EXCAVATION	CY	100	\$22	\$2,200	
7	MODIFIED SUBBASE, 6"	SY	340	\$15	\$5,100	
8	CONCRETE, 5" (WET AREA OF SPRAY GROUND)	SY	340	\$70	\$23,800	
9	STORM SEWER, HDPE, 12"	LF	600	\$50	\$30,000	\$562,000
RESTROOM & SHOWER FACILITY						
10	RESTROOM/SHOWER FACILITY *2	LS	1	\$400,000	\$400,000	\$400,000
LIGHTING AND ELECTRICAL						
11	LIGHTING AND ELECTRICAL *3	LS	1	\$50,000	\$50,000	\$50,000
SCULPTURE						
12	SCULPTURE *4	LS	1	\$325,000	\$325,000	
13	SCULPTURE FOUNDATIONS	LS	1	\$25,000	\$25,000	\$350,000
SITE AMENITIES						
14	CONCRETE STAIN	SF	3,750	\$10	\$37,500	
15	OUTCROPPING STONE	TON	35	\$1,000	\$35,000	
16	PEBBLE SEATING ELEMENTS	EA	9	\$5,000	\$45,000	
17	STEEL WALL/EDGING	LF	350	\$60	\$21,000	
18	LANDSCAPING (ALLOWANCE)	LS	1	\$50,000	\$50,000	
19	TREES	EA	4	\$650	\$2,600	
20	ORNAMENTAL TREES	EA	4	\$500	\$2,000	\$194,000
SUBTOTAL						\$1,765,000
CONTINGENCY (15%)						\$264,750
ENG./ADMIN. FEES (20%)						\$353,000
TOTAL ESTIMATED CONSTRUCTION COST:						\$2,382,750

1) Pricing for the water system includes the water treatment system for a recirculating system, plumbing, and spray fixtures. Pricing is conceptual and needs to be refined in final design.

2) Restroom and shower facility is a 4-shower, 2-restroom configuration to meet Iowa code requirements for a recirculation water play area of 3,000 SF.

3) The lighting and electrical allowance covers accent lighting of the water plaza area and the central sculpture.

4) Pricing for the sculpture is conceptual and will be refined in final design. There are many material and finish options that significantly affect the final cost of the sculpture. The pricing in this estimate is intended to serve as a starting point in planning for implementation.



Water Plaza at Linn Creek District

Marshalltown, Iowa

HILDE DEBRUYNE





Water Plaza at Linn Creek District

Marshalltown, Iowa

HILDE DEBRUYNE





Water Plaza at Linn Creek District

Marshalltown, Iowa

HILDE DEBRUYNE





Water Plaza at Linn Creek District

Marshalltown, Iowa

HILDE DEBRUYNE





Water Plaza at Linn Creek District

Marshalltown, Iowa

HILDE DEBRUYNE





Water Plaza at Linn Creek District

Marshalltown, Iowa

HILDE DEBRUYNE



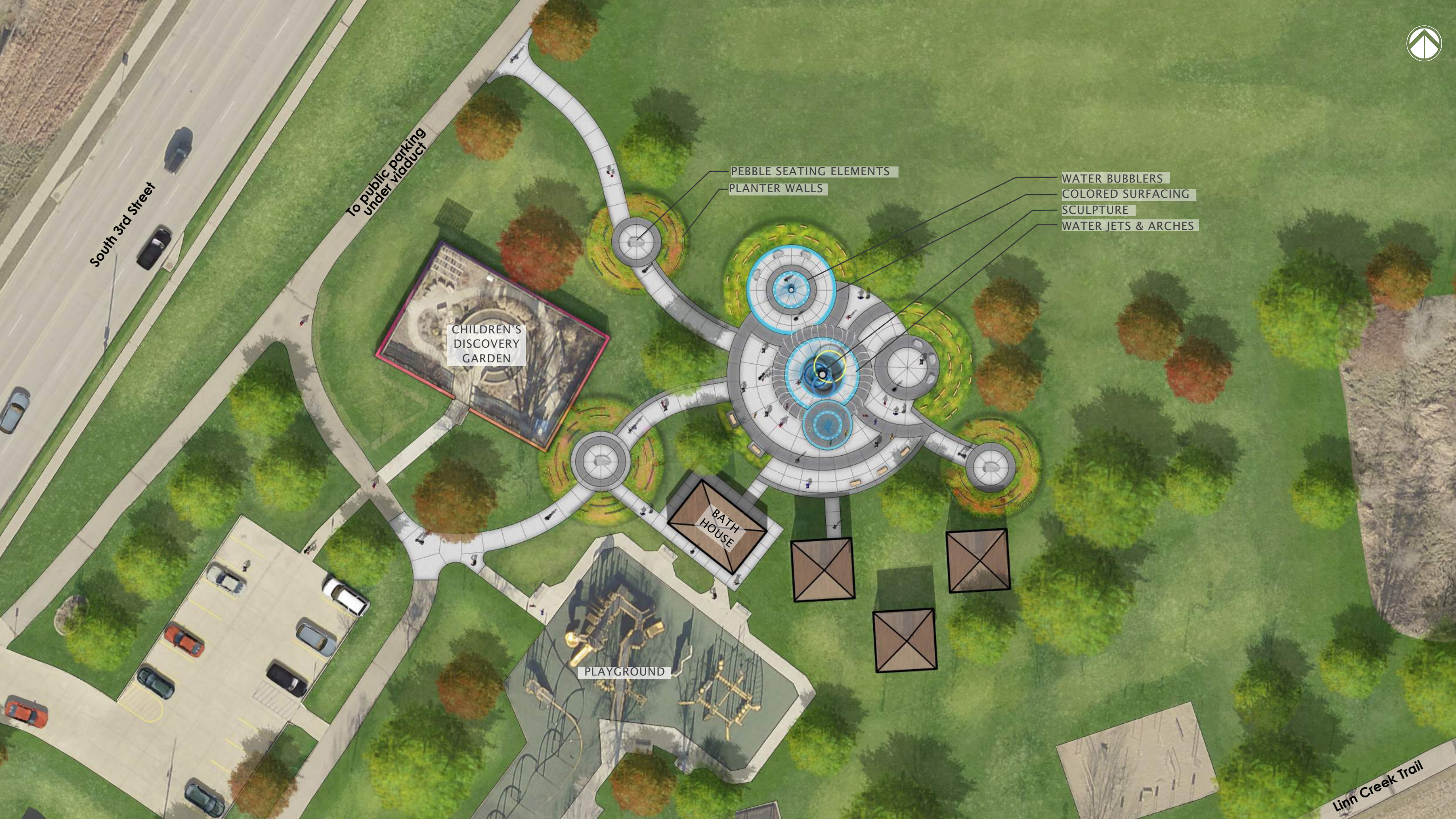
**BOLTON
& MENK**

Real People. Real Solutions.



**MARSHALLTOWN
MORE THAN EVER**





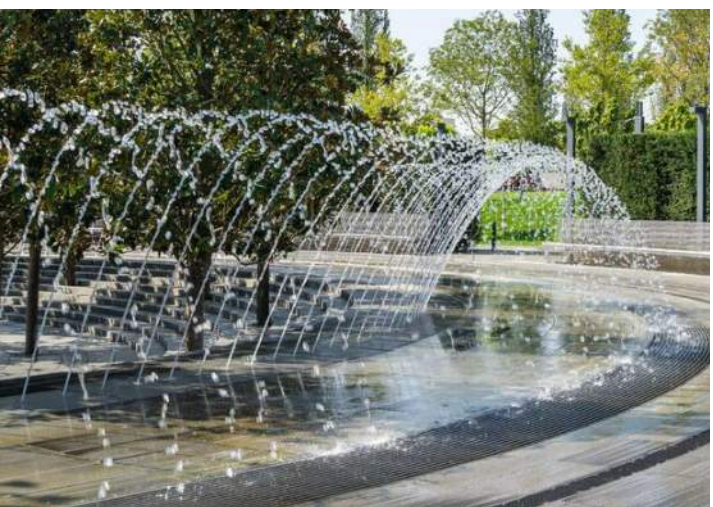
Water Plaza at Linn Creek District

Marshalltown, Iowa

HILDE DEBRUYNE



MATERIALS



WATER ARCH



WATER MISTER



WATER JETS WITH LIGHTING



SPRAY JETS



BUBBLERS



PEBBLE SEATING ELEMENT



COLORLED SURFACING



ACCENT PLANT WALLS



PAVEMENT QUOTES



In one drop of water are found all the secrets of the oceans. In one Aspect of you are found all the aspects of existence.

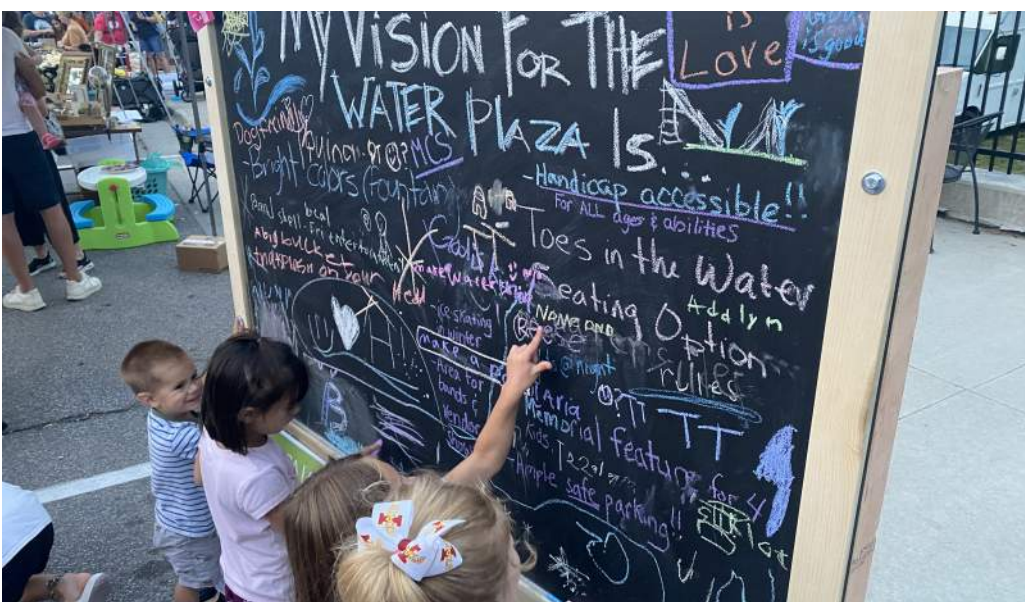
- Kahlil Gilbran

SCULPTURE PROCESS, MATERIALS, AND INSPIRATION

Water Plaza at Linn Creek District
Marshalltown, Iowa

HILDE DEBRUYNE





Water Plaza at Linn Creek District Marshalltown, Iowa

HILDE DEBRUYNE



LEGEND:

1

Community Festival Space

2

RV Campsites

3

Tent Campsites

4

Dog Park Improvements

5

New Pickleball Courts

6

Tree Buffer

7

Forebay

8

New Pedestrian Bridge

9

New Shelter

10

New Bathhouse

11

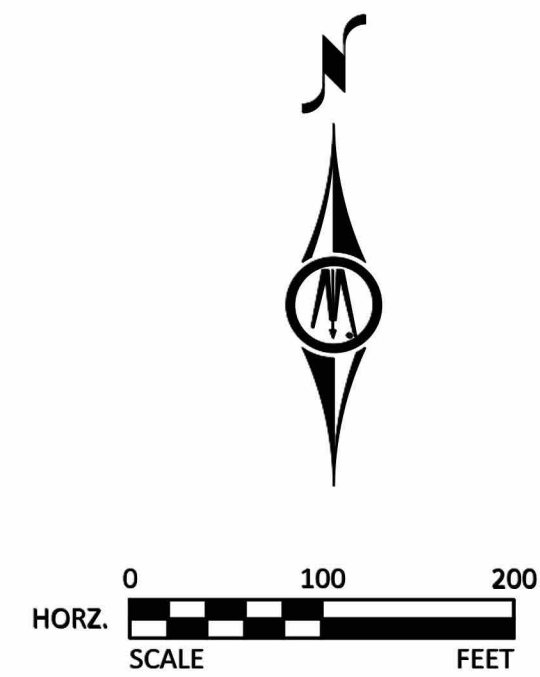
Playground

12

Trailhead Improvements

13

Pond Overlook



Riverview Park

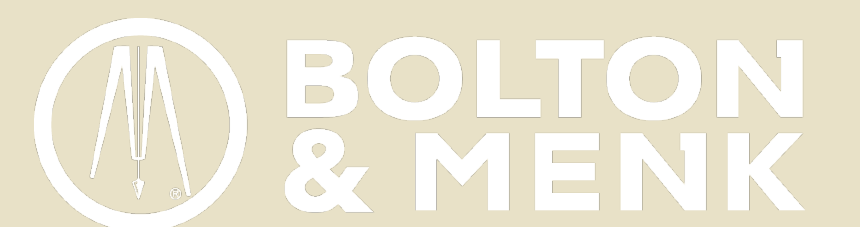
MASTER PLAN | CONCEPT PLAN



Riverview Park

MASTER PLAN | ILLUSTRATIVE RENDERING

MARSHALLTOWN
IOWA

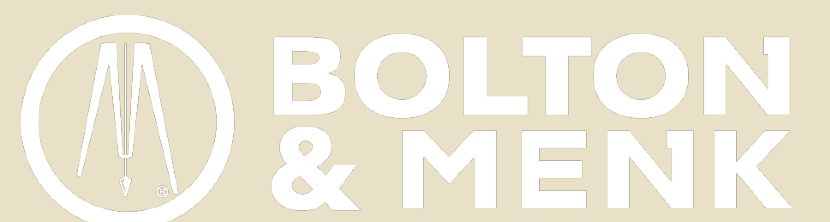




Riverview Park

MASTER PLAN | ILLUSTRATIVE RENDERING

MARSHALLTOWN
IOWA





Riverview Park

MASTER PLAN | ILLUSTRATIVE RENDERING

MARSHALLTOWN
IOWA

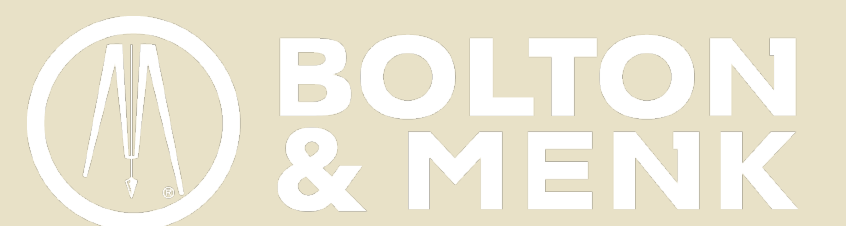


EXHIBIT A
CONSULTANT'S SERVICES
RIVERVIEW PARK PHASE 1
CITY OF MARSHALLTOWN, IOWA

March 15, 2023

DESCRIPTION OF PROJECT AND SCOPE OF IMPROVEMENTS

The CONSULTANT agrees to provide Survey, Civil Engineering and Landscape Architecture services required for Phase 1 Improvements of the Riverview Park Master Plan.

The project extents include layout, sizing and design of the wet pond and adjoining stormwater detention facilities. Additionally, the pondside seating/outcropping areas and pedestrian bridges are included in the project. The following describes the major site improvements included in the project:

- **Expansion of the existing pond/lagoon to achieve capacity for a 70 year rainfall event, deep enough to support fish.**
- **Fish habitat/structure within the pond interior.**
- **Pond aeration and required electrical needs.**
- **Pond outlet and inlet devices.**
- **Adjacent dry detention areas connected to the wet pond.**
- **Seating areas, outcroppings, and pond shoreline stabilization/vegetation.**
- **Two (2) truss pedestrian bridges and abutments.**
- **Site furnishings (bike racks, litter receptacles, benches).**

I.A. BASIC SERVICES

For purposes of this Project, Basic Services to be provided by the CONSULTANT are as follows:

TASK 1: PROJECT INITIATION AND PROJECT MANAGEMENT

- A. CONSULTANT will facilitate a project kick-off meeting with CLIENT staff to accomplish the following:
 - Review and confirm the scope of the project.
 - Review available information relative to the project.
 - Review and discuss specific infrastructure issues and CLIENT'S current design standards as they relate to the proposed improvements on this project.
 - Review and verify project schedule.
 - Conduct a field review of project area by CONSULTANT and CLIENT representatives.
- B. Up to five (5) in-person and five (5) virtual meetings will be held with the CONSULTANT and the CLIENT after the initial kickoff meeting. These meetings will discuss findings, issues, schedule, and project progress.
- C. CONSULTANT will provide project and contract administration services throughout the duration of the project.

- D. CONSULTANT will facilitate project communication between CONSULTANT and CLIENT throughout the duration of the project. (Including distributing meeting minutes in a timely manner).

TASK 2: PUBLIC INVOLVEMENT AND STAKEHOLDER INPUT

- A. CONSULTANT will organize and conduct one (1) public informational meeting and one (1) City Council workshop session during the development of the project as follows:
1. Public Informational Meeting – This meeting will take place near the completion of preliminary design to inform the community about the general design for the project and collect input influencing final design. CONSULTANT will allow the community an opportunity to react to the various design components of the project and verify concurrence with the design direction.
 2. City Council Work Session – Near final design, the CONSULTANT will lead a Council work session to inform City Council on the direction of the project and confirm the progress to date aligns with the City's expectation for the project.

TASK 3: DATA COLLECTION

Topographic Survey

Bolton & Menk will perform a topographic survey for the proposed project including the following tasks:

- Establish horizontal and vertical survey control, based on Iowa Regional coordinate system and NAVD 88.
- Ground contours (1 foot) and spot elevations; elevations will be measured on a 25-ft grid with spot elevations at important points including building corners, curbs, culverts, walks, road centerlines, and all manhole inverts.
- Bathymetric survey of existing lagoon area.
- Types and locations of surfaces (gravel, concrete, bituminous).
- Buildings (if any) and any other significant structures.
 - Location of downspouts, rain leaders, stoops and steps.
 - Exterior building lines will be shown on the survey at the point of intersection of the most exterior façade at the ground level.
 - The building lines and corners will have a horizontal accuracy of ± 0.03 feet.
 - Interior finished floor elevations will be obtained to a vertical accuracy of ± 0.01 feet at designated locations.
- Street signs, fences, retaining walls, landscaping and any other permanent site features.
- Landscaping and individual trees with diameters over 6 inches will be located and identified on the survey map.
 - Trees with diameters under 3 inches will be located, but the diameter will not be included
 - Areas that include multiple small trees will be clustered together and only the exterior limits will be displayed (tree lines).
- Utility Information.
- Place an Iowa One Call request for field markings and maps prior to fieldwork beginning; utilities shown will be based on visual observation, utility company marking, or from plans made available to Bolton & Menk; private utilities and those not visible or marked by utility companies will not be shown.

- Upon the completion of the initial design drawing, Bolton & Menk will distribute a review copy to all the utility companies identified through the Iowa One Call process requesting review and comments; after comments are received, we will make appropriate revisions and provide a final CAD file and hard copy to the CLIENT.
- Storm Sewer, Watermain and Sanitary Sewer
 - Marked and/or visible structures and service lines
 - Intakes and Manholes
 - Hydrants
 - Water valves and curb stops
 - Structure inventories
 - Rim elevations
 - Pipe sizes
 - Pipe inverts and direction of flow
 - Natural Gas, Communication (Phone/Cable) and Electric
 - Meters, transformers, and pedestals
 - Marked and/or visible service lines
- Set two site benchmarks
- Any other significant topographic features visible to the survey crew

Deliverable:

Certified topographic survey drawing will be submitted in an electronic (Civil3D20121file) and hard copy format. The CAD file will include a surface model (XML file) and contours of the existing ground.

TASK 4: GEOTECHNICAL INVESTIGATION

- A. Coordination of Geotechnical Subconsultant, Construction Materials Testing (CMT), for Drilling. The CONSULTANT will provide Geotechnical Subconsultant with coordinates for the locations of borings before the drilling work and will coordinate with the Geotechnical Subconsultant during drilling regarding adjustments to the boring locations and sampling procedures so that the completed work provides sufficient geotechnical data for use by CONSULTANT.
- B. Development of Soil Design Parameters. The SUBCONSULTANT will develop soil design parameters for use in numerical analyses.
- C. Preparation of Geotechnical Report. The SUBCONSULTANT will prepare a draft geotechnical report summarizing results of field exploration and laboratory testing programs, boring logs, lab test data, subgrade evaluations, pavement section design and soil infiltration rates. This task will include effort to incorporate geotechnical analysis and recommendations into pond lining requirements if any, general earthwork recommendation and bridge abutments soil analysis.

Deliverable:

- Geotechnical report

TASK 5 – PHASE 1A CULTURAL RESOURCE EVALUATION

Subtask 5.1 Desktop Analysis

The scope of work involves reviewing existing documents, which will be done by Secretary of the Interior qualified archaeologists and architectural historians. This offsite review will summarize information

regarding prior land use, previously recorded cultural resources within 1-mile of the project area, previous surveys overlapping and/or adjacent to the project area and will make a recommendation whether further cultural resource field investigations are warranted for Riverview Park.

Subtask 5.2 Phase 1A Cultural Resources Report

The information from Subtask 5.1 will be compiled into a Phase 1A/CRE document for the CLIENT's review and submission to applicable cultural resource consulting parties, as required for applicable permits.

Deliverable:

Phase 1A/CRE report with further recommendations if applicable.

TASK 6 – PERMITTING

Subtask 6.1 Wetland Delineation

Bolton & Menk will visit Riverview Park to delineate the wetland boundaries within the park boundaries. The delineation will include performing transects and sampling in the vicinity of any aquatic resources, placing 3-foot pin flags at the limits of any aquatic resources found. Our delineator will use a sub-meter GPS unit to accurately locate and map each point and prepare a written report of our findings. This report will be submitted to the appropriate agencies for approval.

Subtask 6.2 Section 404 Permitting

Based on the delineated wetlands found as part of the previous task a United States Army Corps of Engineers (USACE) permit is required for wetland mitigation due to the proposed disturbance. Bolton & Menk will prepare a replacement plan and permit for submittal to the USACE. The replacement plan will include a wetland permit that allows for aquatic resources to be impacted. The replacement plans will consist of a purpose and need statement, sequencing analysis, impact analysis and the proposed mitigation. Bolton & Menk will also complete the required

Deliverable:

- Wetland Permit submitted to the USACE by the CONSULTANT.

Subtask 6.3 Section 408 Permitting

The United States Army Corps of Engineers (USACE) must grant permission for the City to alter the existing levee through the Section 408 permit process. Bolton & Menk will complete the following tasks to obtain Section 408 authorization:

- Conduct a pre-coordination meeting with USACE
- Prepare written request to USACE
- Ensure environmental compliance and facilitate NEPA clearance
- Prepare Operations, Maintenance, and Flood Fighting documentation to include the following:
 - Flood contingency plan during construction
 - Project/site access
 - Inspection requirements
 - Maintenance practices
 - Flood fighting requirements and practices

Deliverable:

Section 408 Permit application to the USACE.

Section 6.4 Joint permit Application

Bolton & Menk will complete and submit a joint application to the Iowa DNR for floodplain concurrence.

Deliverable:

Iowa DNR Joint permit application.

TASK 7 – STORM WATER ANALYSIS

Bolton & Menk will update the 2021 hydraulic analysis conducted as part of the Edgewood Road Extension Project to reflect the proposed storage facilities within Riverview Park. A memo discussing results and flood impacts will be prepared and reported back to the CLIENT. This task includes the design, sizing, and analysis of all on-site stormwater conveyance (storm sewer, intakes, etc.) and BMP facilities (infiltration trenches, bioretention cells, etc.).

Deliverable:

Storm Water Memo documenting proposed storm water storage facilities and flood impacts.

TASK 8 – PRELIMINARY DESIGN

Subtask 8.1 Utility Coordination

- A. During the field data collection phase, the CONSULTANT will complete an Iowa One Call request to identify the utilities within the project corridor. The CONSULTANT will attend up to two (2) in-person utility coordination meetings with affected utilities to review the proposed construction and identify conflicts and required relocation. The first will be to advise of the nature and extent of the improvements and any potential conflicts with existing or proposed utility systems (30% design) and the second will be a final design review and coordination meeting (90% design).
- B. Utility coordination will be discussed again at the preconstruction meeting. Additionally, the CONSULTANT will prepare for and conduct up to two (2) conference calls with affected utilities. It is understood that existing utility locations will be taken from as constructed information or as marked in the field and that there will be no excavation for location as part of this scope of services.
- C. The CONSULTANT will prepare public utility tabulations, existing conditions mapping, and project public utility removal plans for inclusion in the construction documents. Locations of identified existing public utilities will be tabulated and anticipated impacts between each of the utilities and the proposed improvements will be summarized.

Subtask 8.2 Preliminary Design

The CONSULTANT will perform preliminary design services in the preparation of design plans and specifications depicting the proposed grading, drainage, paving, utility relocation, and construction detailing for proposed features of the project.

During preliminary design, the CONSULTANT will review the conceptual design developed in the Riverview Park Master Plan and review general location, size and schematic detailing for the proposed pond, stormwater management/green infrastructure amenities, walkways and pedestrian bridges with CLIENT. CONSULTANT Upon approved layout of the major site features, CONSULTANT will prepare preliminary plan documents.

Pedestrian bridges will be located on the plans. Both pedestrian bridges are anticipated to be prefabricated bridges with all bridge and footing design to be completed by the manufacturer with signed and sealed drawings for the bridge provided by the manufacturer.

The preliminary plans will include but not limited to the following and produced at drawing scale of 1" = 20', unless otherwise noted:

Title and General Information Sheets (A Sheets)

This task consists of assembling the preliminary title and general information sheets. The preliminary title sheets will include the following: index of sheets, revisions, legend, location map, and project number.

Preliminary Typical Cross Sections and Details (B Sheets)

This task consists of assembling the Typical Cross Sections to be used for the proposed improvements as well as a preliminary determination of the limits that each Typical Section will apply. The typical Cross Sections will include but not be limited to typical sections for the proposed grading, drainage and pond improvements.

Preliminary Estimate of Quantities (C Sheets)

This task consists of a preliminary determination of the bid items to be included in the project, along with an estimate of quantities for each item.

Preliminary Plan and Profiles (D and E Sheets)

This task consists of the development of preliminary plan sheets that will show the existing topography along with the proposed improvements based on conceptual layout. Included will be the necessary CAD work to show the preliminary design features for the proposed improvements.

Preliminary ROW Sheets (H Sheets)

No ROW improvements are anticipated with the project.

Preliminary Traffic Control and Staging (J Sheets)

Develop suitable plan for construction scheduling and staging of the Project and for traffic control measures to be implemented during construction. Staging plan shall include provisions for maintaining access to park areas outside of the construction limits. For estimating purposes, it is assumed that the project area will be closed during construction and a single detour plan will be implemented for pedestrians

The traffic control devices, procedures, and layouts shall be as per the Manual of Uniform Traffic Control Devices (MUTCD).

Preliminary Storm Drainage Design (M Sheets)

Develop preliminary storm sewer layout and sizing based on proposed improvements and existing drainage patterns utilizing Chapter 2 of the SUDAS Design Manual. Resolve potential conflicts with underground utilities and other design elements. Vertical profiles are not developed as part of this task.

Preliminary Sanitary Sewer Design (M Sheets)

No Sanitary Sewer is anticipated to be included as part of this project.

Preliminary Removal Plans (R Sheets)

Preparation of removals plan based on proposed improvements and impact on existing site amenities.

Preliminary Landscaping and Planting Plans (T Sheets) – Develop preliminary landscaping plans showing proposed pond improvements and adjacent site restoration measures. Location, size and character of the pond outcropping/seating areas will be identified in this sheet series.

Preliminary Cross Sections (W & X Sheets)

This task consists of design and drafting associated with the assembly of detailed cross sections (25' increments) to illustrate typical conditions, drainage designs, and non-typical conditions as needed for guidance during design, review, and quantity estimating purposes.

Subtask 8.3 Preliminary Opinion of Probable Construction Cost

The CONSULTANT shall prepare a preliminary Opinion of Probable Construction Cost for the Project.

Deliverable:

30 % Plans and preliminary cost estimate

TASK 9 – FINAL DESIGN

Based upon approved preliminary design, field exam, and public informational meeting, the CONSULTANT will proceed with final design, development of contract drawings, specifications and opinion of probable construction cost for the award of a single Contract for the construction of the proposed improvements. The work tasks to be performed include the following:

Subtask 9.1 Final Plans

The CONSULTANT shall provide the City with the following deliverables:

Title and General Information Sheets (A Sheets)

This task consists of assembling the final title and general information sheets. The final title sheets will include the following: index of sheets, revisions, legend, location map, project number, design traffic data.

Final Typical Cross Sections and Details (B Sheets)

This task consists of final design and drafting of typical cross sections and standard details to be utilized for the improvements.

Final Estimate of Quantities (C Sheets)

This task consists of final bid items to be included in the Project, as well as final quantity tabulations, and the development of the general notes and estimate reference information.

Final Plan and Profiles (D and E Sheets)

This item consists of the final design and drafting of grading and plan and profile sheets, including the detail information required for plan approvals, permitting, and construction of the

proposed improvements. This task also consists of the final design and drafting for the installation of new utilities and utility adjustments that can be determined from coordination with the utility companies at the time of design.

Final Erosion Control and Surface Restoration (CE Sheets)

This item includes the final design and drafting of erosion control measures and surface restoration to be provided on the project.

Final Reference Plans (G Sheets)

This item consists of assembling reference ties to the plan control points and the benchmark data used to develop the plans and to be preserved throughout construction of the project.

Final ROW Sheets (H Sheets)

No ROW improvements are anticipated with the project.

Final Traffic Control, Staging and Pavement Markings (J Sheets)

This item consists of final design and drafting of the traffic control and staging for the project.

The traffic control devices, procedures, and layouts shall be as per the Manual of Uniform Traffic Control Devices (MUTCD).

Final Intersection Geometrics (L Sheets)

Not used.

Final Storm Drainage Design (M Sheets)

This item consists of final design and drafting of storm sewers, storm sewer inlets, manholes and other storm drainage related facilities for the project.

Final Sanitary Sewer Design (MWM Sheets)

No Sanitary sewer is anticipated as part of this project.

Final Water Main Design (MWM Sheets)

No water main is anticipated as part of this project.

Final pavement marking plans (N Sheets)

This item consists of final design and drafting of pavement markings for the Project.

Final Lighting Plans (P Sheets)

Not used.

Final Removal Plans (R Sheets)

This item consists of final design and drafting of proposed improvements and removals.

Final Curb Ramp Design (S Sheets)

Develop final curb ramp layout in accordance with Chapter 12 of Iowa SUDAS Design Manual. Final ramp geometric configurations, identify surface requirements, review general horizontal curb opening, cross slopes, running slope, and identify sidewalk width and passing space within the corridor. Curb ramps are anticipated where the proposed pedestrian bridges it into existing

sidewalks and trails.

Final Landscaping and Planting Plans (T Sheets) – Develop final landscaping plans showing proposed pond improvements and adjacent site restoration measures. Location, size and character of the pond outcropping/seating areas will be identified in this sheet series.

Final Design Cross Sections (W & X Sheets)

This task consists of final design and drafting individual cross sections for the project. Cross sections will be designed and drawn at 25-foot maximum intervals, with additional cross-sections included as necessary.

Subtask 9.2 Project Manual

This task consists of providing a Project Manual for the Project to include the following:

- Notice of Hearing and Letting
- Instruction to Bidders
- Bid Forms
- Bond Forms
- Agreement Forms
- General Conditions of the Construction Contract
- Supplementary General Conditions
- Detailed Construction Specifications

Subtask 9.3 Final Opinion of Probable Construction Cost

The CONSULTANT shall prepare a final Opinion of Probable Construction Cost for the project.

Subtask 9.4 Final Design Meeting

It is estimated that the CONSULTANT's staff will attend one (1) meeting with the City, and others to review progress, assist in decision-making, and receive direction from the City. This meeting will be held after a final review of the plans by the CLIENT. Plan revisions will be completed based on review comments.

Subtask 9.5 Final Permitting

The CONSULTANT shall obtain the following permits for the project.

- IDNR NPDES permit
- Project SWPPP Preparation

Deliverable:

- Final plans and specifications.
- Transmittal of final design plans in Electronic autocad files to Client.

TASK 10 – BIDDING

The CONSULTANT will coordinate and manage the bid letting process for the project. For estimating purposes, one (1) letting has been included as part of this task. The work task to be performed or coordinated by the CONSULTANT shall include the following.

Subtask 10.1 Printing of Plans and Specifications

This task consists of printing and handling of the Plans and Specifications. For budget purposes it is

estimated that ten (10) half-sized (11"x17") plan sets and specifications will be duplicated and assembled by the CONSULTANT. This task also includes the dissemination of the contract documents and maintaining a plan holders list during the bidding phase.

Subtask 10.2 Advertisement/Notice of Project

The CONSULTANT shall prepare the formal Notice of Hearing and Letting. The City shall post the Notice of Letting. The CLIENT shall handle publication of the Notice of Hearing. The CONSULTANT shall also prepare and disseminate an informal notice to contractors concerning the project.

Subtask 10.3 Plan Clarification and Addenda

The CONSULTANT shall be available to answer questions from contractors prior to the letting and shall issue addenda as appropriate to interpret, clarify, or expend the bidding documents.

Subtask 10.4 Letting, Bid Tabulations, and Award Recommendation

The CONSULTANT shall have a representative present when opening the bids and proposals, shall make tabulations of the bid for the CLIENT, shall advise the CLIENT on the responsiveness of the bidders and assist the CLIENT in making the award of contract, including preparation of necessary contract document.

II. Additional Services

Upon request, the following services shall be provided at CONSULTANT's standard hourly rate and a fee estimate shall be developed and mutually agreed upon prior to commencement of work, for each of the following services:

- A. **FUNDING ASSISTANCE.** Throughout the project, our team will consider future funding opportunities to leverage project resources. This task allows our team to provide assistance or leadership to the CLIENT in identifying and pursuing funding opportunities as requested. CONSULTANT will develop a funding matrix of potential grant sources and maintain a funding plan that will aid in the development of commitments and identification of the possibilities to close the funding gaps.
- B. **REMONUMENTATION.** Replacing lost or obliterated government survey corners or property corners within the project limits.
- C. **CONSTRUCTION STAKING.**
- D. **ADDITIONAL PROPERTY OR RIGHT OF WAY ACQUISITION SERVICES.** Includes additional property or right of way acquisition services beyond those included in the Basic Services, including: Preparation of easement agreements, preparation of right-of-way plats, assistance with eminent domain proceedings, court preparation and testimony.
- E. **Section 408 Post-permission oversight** will be required during and after construction. The following items can be amended into the contract once the extent of construction is known:
 - On-site inspection to ensure compliance with the plans and specifications.
 - Provide record drawings of the project as constructed.
 - Project closeout and final coordination with USACE.
- F. All other services not specifically identified in Tasks 1 through 10.

III. PROPOSED SCHEDULE

The anticipated project schedule is as follows:

- Topographic Survey: March – April 2023
- Wetland Delineation/Cultural Resources – April 2023
- 30% Design Review: June 2023
- 60% Design Review: September 2023
- 95% Design Review: November 2023
- Bidding Phase: December 2023

IV. ESTIMATED FEES:

Scope of Services		
	TASK	PRICE
1	Project Initiation and Project Management	\$ 27,486.00
2	Public Involvement and Stakeholder Input	\$ 11,056.00
3	Data Collection	\$ 12,025.00
4	Geotechnical Investigation	\$ 11,000.00
5	Cultural Resource Analysis	\$ 8,068.00
6	Wetland/CORP Permitting	\$ 24,426.00
7	Storm Water Analysis	\$ 35,022.00
8	Preliminary Design	\$ 34,214.00
9	Final Design	\$ 49,727.00
10	Bidding	\$ 5,914.00
Total		\$ 218,938.00

MARSHALLTOWN

I O W A

Joel Greer, Mayor
Jessica Kinser, City Administrator
24 North Center Street
Marshalltown, IA 50158
PH 641.754.5701 | FX 641.754.5717

TO: Mayor Greer and the City Council
FROM: Jessica Kinser, City Administrator
DATE: April 17, 2023
RE: East Main Street Design Process

Strategic Plan:

- ☒ Strategy 1: Expand and improve development in the community.
- ☐ Strategy 2: Enhance Marshalltown's public image.
- ☐ Strategy 3: Continually improve and sustain the City's infrastructure, organization, and services.
- ☐ Strategy 4: Partner with citizens, for-profit, non-profit, and others to improve quality of life.

Plan Objective: Invest in Downtown redevelopment

Recommendation: None

Budget Impact: TBD

Description/Background: The City Council approved a contract with Bolton & Menk in November 2022 for the design of Phases 2A and 2B of the Downtown Implementation Plan, which includes East Main Street (Center to 3rd Ave) and Center Street from State Street to Church Street. This scope of work is to get the project through final design and bidding. The funding for this contract was through the 2022 GO Bonds, as the direction was to move expediently with the various phases of revitalization in downtown. The schedule included in the agreement is the following:

III. PROPOSED SCHEDULE

The anticipated project schedule is as follows:

- Topographic Survey: November – December 2022
- 30% Design Review: April 2023
- 60% Design Review: August 2023
- 95% Design Review: October 2023
- Bidding Phase: December 2023

At this time, the survey has been completed and the design is at the 30% mark. A 30% cost estimate will be provided in the coming weeks. The plan was to have a cost estimate in the August timeframe to prepare for this project to be included in the 2023 GO Borrowing (see Fund 353 in the CIP), in order for a December bidding and for construction to begin as early as 2024. A December bid date provides a contractor more lead time for obtaining the necessary materials for construction to actually begin and create a better bidding environment while contractors are planning their next year (2024) and not already committed to other projects. There is no penalty for delaying the contract with Bolton & Menk if the Council would like to do so, other than the contract is only good for 2 years. There is still around 8 months of work remaining to be completed at this time.

CITY COUNCIL

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



AGREEMENT FOR PROFESSIONAL SERVICES IA

MAIN STREET RECONSTRUCTION

CITY OF MARSHALLTOWN and BOLTON & MENK, INC.

This Agreement, made this 15th day of November, 2022, by and between City of Marshalltown, 24 N. Center St, Marshalltown, IA 50158, ("CLIENT"), and BOLTON & MENK, INC., 1519 Baltimore Dr, Ames, IA 50010, ("CONSULTANT").

WITNESS, whereas the CLIENT requires professional services in conjunction with Downtown Street Reconstruction phase 2. This project includes the reconstruction of Main Street from Center St to 3rd Ave and the reconstruction of Center St from State Street to Church Street ("Project") and whereas the CONSULTANT agrees to furnish the various professional services required by the CLIENT.

NOW, THEREFORE, in consideration of the mutual covenants and promises between the parties hereto, it is agreed:

SECTION 1 - CONSULTANT'S SERVICES

- A. The CONSULTANT agrees to perform the various Basic Services in connection with the proposed project as described in Exhibit A.
- B. Upon mutual agreement of the parties, Additional Services may be authorized as described in Paragraph 4.B and this Agreement will be revised accordingly.

SECTION 2 - THE CLIENT'S RESPONSIBILITIES

- A. The CLIENT shall promptly compensate the CONSULTANT in accordance with Section 3 of this Agreement.
- B. The CLIENT shall place any and all previously acquired information in its custody at the disposal of the CONSULTANT for its use. Such information shall include, but not limited to: boundary surveys, topographic surveys, preliminary sketch plan layouts, building plans, soil surveys, abstracts, deed descriptions, tile maps and layouts, aerial photos, utility agreements, environmental reviews, and zoning limitations. The CONSULTANT may rely upon the accuracy and sufficiency of all such information in performing services unless otherwise instructed, in writing, by CLIENT.
- C. The CLIENT will guarantee access to and make all provisions for entry upon public portions of the project and reasonable efforts to provide access to private portions and pertinent adjoining properties.
- D. The CLIENT will give prompt notice to the CONSULTANT whenever the CLIENT observes or otherwise becomes aware of any defect in the proposed project.
- E. The CLIENT shall designate a liaison person to act as the CLIENT'S representative with respect to services to be rendered under this Agreement. Said representative shall have the authority to

transmit instructions, receive instructions, receive information, interpret, and define the CLIENT'S policies with respect to the project and CONSULTANT'S services.

- F. The CONSULTANT'S services do not include legal, insurance counseling, accounting, independent cost estimating, financial advisory or "municipal advisor" (as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act 2010 and the municipal advisor registration rules issued by the SEC) professional services and the CLIENT shall provide such services as may be required for completion of the Project described in this Agreement.
- G. The CLIENT will obtain any and all regulatory permits required for the proper and legal execution of the Project. CONSULTANT will assist CLIENT with permit preparation and documentation to the extent described in Exhibit A.

SECTION 3 - COMPENSATION FOR SERVICES

A. FEES.

1. The CLIENT will compensate the CONSULTANT in accordance with the attached Exhibit B Schedule of Fees ("Schedule of Fees") for the time spent in performance of Agreement services. Total cost of services shall not exceed \$ 653,938.00 without the prior consent of CLIENT.
2. Additional services as outlined in Section 1.B and 4.B will vary depending upon project conditions and will be billed in addition to the Not-to-Exceed Fee on an hourly basis at the rates described in Exhibit B or as that Exhibit may subsequently be adjusted as described below.
3. The attached Schedule of Fees shall apply for services provided through December 31, 2023. Hourly rates may be adjusted by CONSULTANT on an annual basis thereafter to reflect reasonable changes in its operating costs. Adjusted rates will become effective on January 1st of each subsequent year.
4. Rates and charges do not include sales tax. If such taxes are imposed and become applicable after the date of this Agreement, CLIENT agrees to pay any applicable sales taxes.
5. The rates in the Schedule of Fees include labor, general business and other normal and customary expenses associated with operating a professional business. Unless otherwise agreed in writing, the fees rates include vehicle and personal expenses, mileage, telephone, survey stakes and routine expendable supplies; and no separate charges will be made for these activities and materials.
6. Reimbursable Direct Expenses: Except for those expenses identified in Paragraph 3.A.5, any expenses required to complete the agreed scope of services or identified in this paragraph will be listed separately on the invoice, and include but are not limited to large quantities of prints; extra report copies; out-sourced graphics and photographic reproductions; document recording fees; special field and traffic control equipment rental; outside professional and technical assistance; geotechnical services; and other items of this general nature required by the CONSULTANT to fulfill the terms of this Agreement. CONSULTANT shall be reimbursed at

cost plus an overhead fee (not-to-exceed 10%) for these Direct Expenses incurred in the performance of the work, subject to any limit set forth in Section 3.A.

B. PAYMENTS AND RECORDS

1. The payment to the CONSULTANT will be made by the CLIENT upon billing at intervals not more often than monthly at the herein rates and terms.
2. If CLIENT fails to make any payment due CONSULTANT for undisputed services and expenses within 45 days after date of the CONSULTANT'S invoice, a service charge of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less, will be charged on any unpaid balance.
3. In addition to the service charges described in preceding paragraph, if the CLIENT fails to make payment for undisputed services and expenses within 60 days after the date of the invoice, the CONSULTANT may, upon giving seven days' written notice to CLIENT, suspend services and withhold project deliverables due under this Agreement until CONSULTANT has been paid in full for all past due amounts for undisputed services, expenses and charges, without waiving any claim or right against the CLIENT and without incurring liability whatsoever to the CLIENT.
4. Documents Retention. The CONSULTANT will maintain records that reflect all revenues, costs incurred, and services provided in the performance of the Agreement. The CONSULTANT will also agree that the CLIENT or its duly authorized representatives may, at any time during normal business hours and as often as reasonably necessary, have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., and accounting procedures and practices of the CONSULTANT which are relevant to the contract for a period of six years.

SECTION 4 - GENERAL

A. STANDARD OF CARE

Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the CONSULTANT'S profession currently practicing under similar conditions. No warranty, express or implied, is made.

B. CHANGE IN PROJECT SCOPE

In the event the CLIENT changes or is required to change the scope or duration of the project from that described in Exhibit A, and such changes require Additional Services by the CONSULTANT, the CONSULTANT shall be entitled to additional compensation at the applicable hourly rates. To the fullest extent practical, the CONSULTANT shall give notice to the CLIENT of any Additional Services, prior to furnishing such Additional Services. Except for Additional Services required to address emergencies or acts of God that impact the Project, the CONSULTANT shall furnish a written estimate of additional cost, prior to written authorization of the changed scope of work.

C. LIMITATION OF LIABILITY

1. General Liability of CONSULTANT. For liability other than professional acts, errors, or omissions, and to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless CLIENT from losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation) arising from claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, but only to the extent caused by the acts and omissions in the non-professional services of CONSULTANT or CONSULTANT'S employees, agents, or subconsultants.
2. Professional Liability of CONSULTANT. With respect to professional acts, errors and omissions and to the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CLIENT from losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, but only to the extent caused by a negligent act, error or omission of CONSULTANT or CONSULTANT'S employees, agents, or subconsultants. This indemnification shall include reimbursement of CLIENT'S reasonable attorneys' fees and expenses of litigation, but only to the extent that defense is insurable under CONSULTANT's liability insurance policies.
3. General Liability of CLIENT. To the fullest extent permitted by law, CLIENT shall indemnify, defend and hold harmless CONSULTANT from losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, but only to the extent caused by the acts or omission of CLIENT or CLIENT'S employees, agents, or other consultants.
4. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the CONSULTANT. The CONSULTANT'S services under this Agreement are being performed solely for the CLIENT'S benefit, and no other entity shall have any claim against the CONSULTANT because of this Agreement or the performance or nonperformance of services provided hereunder.
5. To the fullest extent permitted by law, CLIENT and CONSULTANT waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, from any cause or causes.
6. CLIENT waives all claims against individuals involved in the services provided by CONSULTANT under this Agreement and agrees that any claim, demand, or suit shall be directed/asserted only against the CONSULTANT's corporate entity.

D. INSURANCE

1. The CONSULTANT agrees to maintain, at CONSULTANT'S expense a commercial general liability (CGL) and excess or umbrella general liability insurance policy or policies insuring CONSULTANT against claims for bodily injury, death or property damage arising out of

CONSULTANT'S general business activities. The general liability coverage shall provide limits of not less than \$2,000,000 per occurrence and not less than \$2,000,000 general aggregate. Coverage shall include Premises and Operations Bodily Injury and Property Damage; Personal and Advertising Injury; Blanket Contractual Liability; Products and Completed Operations Liability.

2. The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, a single limit or combined limit automobile liability insurance and excess or umbrella liability policy or policies insuring owned, non-owned and hired vehicles used by CONSULTANT under this Agreement. The automobile liability coverages shall provide limits of not less than \$1,000,000 per accident for property damage, \$2,000,000 for bodily injuries, death and damages to any one person and \$2,000,000 for total bodily injury, death and damage claims arising from one accident.
3. CLIENT shall be named Additional Insured for the above CGL and Auto liability policies.
4. The CONSULTANT agrees to maintain, at the CONSULTANT'S expense, statutory worker's compensation coverage together with Coverage B, Employer's Liability limits of not less than \$500,000 for Bodily Injury by Disease per employee, \$500,000.00 for Bodily Injury by Disease aggregate and \$500,000 for Bodily Injury by Accident.
5. The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, Professional Liability Insurance coverage insuring CONSULTANT against damages for legal liability arising from a negligent act, error or omission in the performance of professional services required by this Agreement during the period of CONSULTANT'S services and for three years following date of final completion of its services. The professional liability insurance coverage shall provide limits of not less than \$2,000,000 per claim and an annual aggregate of not less than \$2,000,000 on a claims-made basis.
6. CLIENT shall maintain statutory Workers Compensation insurance coverage on all of CLIENT'S employees and other liability insurance coverage for injury and property damage to third parties due to the CLIENT'S negligence.
7. Prior to commencement of this Agreement, CONSULTANT will provide the CLIENT with certificates of insurance, showing evidence of required coverages. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement for any reason except non-payment of premium, until at least 30 days prior written notice has been given to the Certificate Holder, and at least 10 days prior written notice in the case of non-payment of premium

E. OPINIONS OR ESTIMATES OF CONSTRUCTION COST

Where provided by the CONSULTANT as part of Exhibit A or otherwise, opinions or estimates of construction cost will generally be based upon public construction cost information. Since the CONSULTANT has no control over the cost of labor, materials, competitive bidding process, weather conditions and other factors affecting the cost of construction, all cost estimates are opinions for general information of the CLIENT and the CONSULTANT does not warrant or guarantee the accuracy of construction cost opinions or estimates. The CLIENT acknowledges that costs for project financing should be based upon contracted construction costs with appropriate contingencies.

F. CONSTRUCTION SERVICES

It is agreed that the CONSULTANT and its representatives shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall CONSULTANT have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at any Project site, nor for any failure of a contractor to comply with Laws and Regulations applicable to that contractor's furnishing and performing of its work. CONSULTANT shall not be responsible for the acts or omissions of any contractor. CLIENT acknowledges that on-site contractor(s) are solely responsible for construction site safety programs and their enforcement.

G. USE OF ELECTRONIC/DIGITAL DATA

1. Because of the potential instability of electronic/digital data and susceptibility to unauthorized changes, copies of documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by CONSULTANT. Except for electronic/digital data which is specifically identified as a project deliverable for this Agreement or except as otherwise explicitly provided in this Agreement, all electronic/digital data developed by the CONSULTANT as part of the Project is acknowledged to be an internal working document for the CONSULTANT'S purposes solely and any such information provided to the CLIENT shall be on an "AS IS" basis strictly for the convenience of the CLIENT without any warranties of any kind. As such, the CLIENT is advised and acknowledges that use of such information may require substantial modification and independent verification by the CLIENT (or its designees).
2. Provision of electronic/digital data, whether required by this Agreement or provided as a convenience to the Client, does not include any license of software or other systems necessary to read, use or reproduce the information. It is the responsibility of the CLIENT to verify compatibility with its system and long-term stability of media. CLIENT shall indemnify and hold harmless CONSULTANT and its Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting from third party use or any adaptation or distribution of electronic/digital data provided under this Agreement, unless such third-party use and adaptation or distribution is explicitly authorized by this Agreement.

H. REUSE OF DOCUMENTS

1. Drawings and Specifications and all other documents (including electronic and digital versions of any documents) prepared or furnished by CONSULTANT pursuant to this Agreement are instruments of service in respect to the Project and CONSULTANT shall retain an ownership interest therein. Upon payment of all fees owed to the CONSULTANT, the CLIENT shall acquire a limited license in all identified deliverables (including Reports, Plans and Specifications) for any reasonable use relative to the Project and the general operations of the CLIENT. Such limited license to Owner shall not create any rights in third parties.
2. CLIENT may make and disseminate copies for information and reference in connection with the use and maintenance of the Project by the CLIENT. However, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse by CLIENT or, any other entity acting under the request or direction of the CLIENT, without written verification or adaptation by CONSULTANT for such reuse will be at CLIENT'S sole risk and without liability or legal exposure to CONSULTANT and CLIENT shall indemnify and hold harmless CONSULTANT

from all claims, damages, losses and expenses including attorney's fees arising out of or resulting from such reuse.

I. CONFIDENTIALITY

CONSULTANT agrees to keep confidential and not to disclose to any person or entity, other than CONSULTANT'S employees and subconsultants any information obtained from CLIENT not previously in the public domain or not otherwise previously known to or generated by CONSULTANT. These provisions shall not apply to information in whatever form that comes into the public domain through no fault of CONSULTANT; or is furnished to CONSULTANT by a third party who is under no obligation to keep such information confidential; or is information for which the CONSULTANT is required to provide by law or authority with proper jurisdiction; or is information upon which the CONSULTANT must rely for defense of any claim or legal action.

J. PERIOD OF AGREEMENT

This Agreement will remain in effect for the longer of a period of two (2) years or until such other expressly identified completion date, after which time the Agreement may be extended upon mutual agreement of both parties.

K. HAZARDOUS MATERIALS

1. Except as expressly stated in Exhibit A, the parties acknowledge that CONSULTANT'S Services do not include any services related to Constituents of Concern. If CONSULTANT or any other party encounters, uncovers, or reveals a Constituent of Concern at the Project site or should it become known in any way that such materials may be present at the site or any adjacent areas that may affect the performance of the CONSULTANT's services, then CONSULTANT may, at its option and without liability for consequential or any other damages: 1) suspend performance of Services on the portion of the Project affected thereby until the CLIENT retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove such materials, and warrant that the site is in full compliance with applicable laws and regulations; or, 2) terminate this Agreement for cause if it is not practical to continue providing Services.
 - a. Constituent of Concern is defined as asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), lead based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

L. TERMINATION

1. For Cause: This Agreement may be terminated by either party upon 7 days written notice in the event of substantial failure by other party to perform in accordance with the terms of this Agreement through no fault of the terminating party.
 - a. For termination by CONSULTANT, Cause includes, but is not limited to, failure by CLIENT to pay undisputed amounts owed to CONSULTANT within 120 days of invoice

and delay or suspension of CONSULTANT's services for more than 120 days for reasons beyond CONSULTANT'S cause or control.

- b. Notwithstanding the foregoing and with consent of terminating party, this Agreement will not terminate under paragraph 4.L.1 if the party receiving such notice immediately commences correction of any substantial failure and cures the same within 10 days of receipt of the notice.
2. For Convenience: This Agreement may be terminated for convenience by CLIENT upon 7 days written notice to CONSULTANT.
3. In the event of termination by CLIENT for convenience or by CONSULTANT for cause, the CLIENT shall be obligated to the CONSULTANT for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination, computed in accordance with Section 3 of this Agreement. Upon receipt of payment, CONSULTANT shall deliver, and CLIENT shall have, at its sole risk, right of use of any completed or partially completed deliverables, subject to provisions of Paragraph 4.H.
4. In event of termination by CLIENT for cause, CLIENT shall compensate CONSULTANT for all undisputed amounts owed CONSULTANT as of date of termination and, upon receipt of payment, CONSULTANT shall deliver to CLIENT and CLIENT shall have, at its sole risk, right of use of any completed or partially completed deliverables, subject to the provisions of Section 4.H. All other matters will be resolved in accordance with the Dispute Resolution clause of this Agreement.

M. INDEPENDENT CONTRACTOR

Nothing in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the CONSULTANT or any of its employees as the agent, representative, or employee of the CLIENT for any purpose or in any manner whatsoever. The CONSULTANT is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

N. CONTINGENT FEE

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from award or making of this Agreement.

O. NON-DISCRIMINATION

The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein. **The CONSULTANT is an Equal Opportunity Employer** and it is the policy of the CONSULTANT that all employees, persons seeking employment, subcontractors, subconsultants and vendors are treated without regard to their race, religion, sex, color, national origin, disability, age, sexual orientation, marital status, public assistance status or any other characteristic protected by federal, state or local law.

P. ASSIGNMENT

Neither party shall assign or transfer any interest in this Agreement without the prior written consent of the other party.

Q. SURVIVAL

All obligations, representations and provisions made in or given in Section 4 and Documents Retention clause of this Agreement will survive the completion of all services of the CONSULTANT under this Agreement or the termination of this Agreement for any reason.

R. SEVERABILITY

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

S. CONTROLLING LAW

This Agreement is to be governed by the law of the State of Iowa and venued in courts of Iowa; or at the choice of either party, and if federal jurisdictional requirements can be met, in federal court in the district in which the project is located.

T. DISPUTE RESOLUTION

CLIENT and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law. Any claims or disputes unresolved after good faith negotiations shall then be submitted to mediation using a neutral from the American Arbitration Association Construction Industry roster. If mediation is unsuccessful in resolving the dispute, then either party may seek to have the dispute resolved by bringing an action in a court of competent jurisdiction.

SECTION V - SIGNATURES

THIS INSTRUMENT embodies the whole agreement of the parties, there being no promises, terms, conditions, or obligation referring to the subject matter other than contained herein. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their behalf.

CLIENT: City of Marshalltown

CONSULTANT: Bolton & Menk, Inc.

Signature

Joel Greer

Printed Name

11/15/2022

Date

Address for giving notice:

24 North Center Street

Marshalltown, IA 50158

CLIENT's Representative with authority for
ordering engineering services and transmitting
instructions:

Heather Thomas, P.E.

Signature

Matt Ferrier

Printed Name

11/10/2022

Date

Address for giving notice:

1519 Baltimore Dr

Ames, IA 50010

Attachments:

Exhibit A Basic Services (scope and deliverable documents)

Exhibit B Schedule of Fees (hourly rates table)

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EXHIBIT A
CONSULTANT'S SERVICES
MAIN STREET RECONSTRUCTION
CITY OF MARSHALLTOWN

November 9, 2022

DESCRIPTION OF PROJECT AND SCOPE OF IMPROVEMENTS

The Consultant agrees to provide Survey, Civil Engineering and Landscape Architecture services required for the Main Street Reconstruction Project.

The project extents include full reconstruction of corridor improvements for Main Street between Center Street and 3rd Avenue and for Center Street from State Street to Church Street. This project will include the following:

- Complete reconstruction of the existing street and sidewalk surface. It is anticipated that the final streetscape plan may include changing the current lane configuration, boulevard landscaping where permitted, decorative hardscape treatments, and decorative sidewalk treatments at critical intersections.
- Complete reconstruction of the underground storm sewer and watermain
- Provide streetscaping elements including: sidewalk/shared use paths, street trees and/or plantings, special intersection treatments, site furnishings, and wayfinding signage/monumentation including monuments at the intersection of Main Street and Center, Main Street and 1st Avenue and Main Street and 3rd Avenue.
- Promote sustainable design practices for the proposed corridor design
- Coordinate with Marshalltown Water Works for watermain reconstruction/relocation as part of the project.
- Coordinate with Alliant energy for electrical or gas reconstruction/relocation as part of the project for electrical and gas services.
- Coordination with other private utility companies located along the project corridor
- Communication with property/business owners in collaboration with CLIENT staff and the Central Business District.
- Lane configuration at 3rd Avenue will remain the same as existing conditions. No improvements to the existing signals are anticipated.
- Existing roadway lighted is to remain in place, wherever practical. Certain instances may require removal and replacement of lighting units and footings due to conflicts with proposed design.

I.A. BASIC SERVICES

For purposes of this Project, Basic Services to be provided by the CONSULTANT are as follows:

TASK 1: PROJECT INITIATION AND PROJECT MANAGEMENT

- A. CONSULTANT will facilitate a project kick-off meeting with CLIENT staff to accomplish the following:
 - Review and confirm the scope of the project
 - Review available information relative to the project
 - Review and discuss specific infrastructure issues and CLIENT'S current design standards as they relate to the proposed improvements on this project
 - Review and verify project schedules
 - Conduct a field review of project area by CONSULTANT and CLIENT representatives
- B. Up to fifteen (15) In-person and 10 virtual meetings will be held with the CONSULTANT and the CLIENT after the initial kickoff meeting. These meetings will discuss findings, issues, schedule, and project progress.
- C. CONSULTANT will provide project and contract administration services throughout the duration of the project.
- D. CONSULTANT will facilitate project communication between CONSULTANT and CLIENT throughout the duration of the project. (Including distributing meeting minutes in a timely manner).

TASK 2: PUBLIC INVOLVEMENT AND STAKEHOLDER INPUT

Subtask 2.1: Stakeholder and Public Informational Meetings

1. CONSULTANT will organize and conduct up to three (3) business/property owner meetings to directly communicate with these individuals who will be directly impacted by the project. These meetings take place early in the design process (approx. 30% design phase) to discuss the scope of the project, considerations for deliveries and other impacts/opportunities expected with the project. It is assumed that multiple stakeholders from the Central Business District community may attend the same meeting. The CLIENT, along with the Central Business District representatives, will assist the CONSULTANT in creating a list of meeting participants.
2. CONSULTANT will organize and conduct one (1) public informational meeting and one (1) City Council workshop session during the development of the project as follows:
 - a. Public Informational Meeting – This meeting will take place near the completion of preliminary design to inform the community on the general design direction for the project and collect input influencing final design. CONSULTANT will allow the community an opportunity to react to the various design options and verify the design direction.
 - b. City Council Workshop Session – Near final design, the CONSULTANT will lead a Council workshop session to inform City Council on the direction of the project and confirm the progress to date aligns with the City's expectation for the project.
3. Specific property/business owners may require a more in-depth conversation to address specific issues/concerns, outside of a larger format meeting. CONSULTANT will conduct

up to ten (10) “kitchen table” style meetings with those individuals. This is intended to provide a personal approach to addressing specific needs/concerns of those individuals directly impacted by the project.

Subtask 2.2: Project Communications

4. CONSULTANT will assist the CLIENT in deploying various digital and printed communication tools throughout the design project. Utilizing the right tools at the right time will allow people to learn before providing their input. Our team has outlined some tools we would recommend for coordination, promotion, education, and conversation. These strategies will ultimately work together to create a strong and successful project campaign.

Sign-Up Genius

CONSULTANT will utilize Sign-Up Genius to schedule basement/property inspections along the corridor, assist in meeting facilitation and documentation of the inspections. The CLIENT will attend all meetings with the CONSULTANT.

Sidewalk decal and signage (Optional Task upon City Authorization. \$2,700)

Project signage will allow people to discover while walking through the project area. These eye-catching displays will generate interest and discussion about the project for people who are simply visiting or passing through the area. These will be placed at key intersections and businesses along the project corridor.

Subtask 2.3: Civil/Emergency Services Coordination Meeting

CONSULTANT will organize and conduct a coordination meeting with representatives from the police department, sheriff’s department (as needed), fire department, ambulance service, refuse/recycling providers, postal service and other service providers that may be impacted by the proposed improvements or construction activities. The purpose of this meeting is to identify and discuss any issues that need to be addressed in the project design or construction staging such that provisions are made to maintain adequate services during and after construction.

TASK 3: DATA COLLECTION

Subtask 3.1: Topographic Survey

Bolton & Menk will perform a topographic survey for the proposed project including the following tasks.

- Establish horizontal and vertical survey control, based on Iowa Regional coordinate system and NAVD 88
- Ground contours (1 foot) and spot elevations; elevations will be measured on a 25-ft grid with spot elevations at important points including building corners, curbs, culverts, walks, road centerlines, and all manhole inverts
- Types and locations of surfaces (gravel, concrete, bituminous)
- Researching through City, County and State records to review surveys of record pertaining to the survey corridor, including County Auditor’s Subdivisions Plats, irregular land survey and road establishment records. Copies of such records are to be included in the project file for future reference.

- This task also includes obtaining sufficient field data to locate or establish property lines affected by the project to enable the preparation of the improvement plans. This includes locating sections corners, property pins and visible lines of occupation such as fences.
- Sidewalk, driveways, and parking areas will be located up to the face of the main structures adjacent to the right-of-ways
- Buildings (if any) and any other significant structures
 - Location of downspouts, rain leaders, stoops and steps
 - Exterior building lines will be shown on the survey at the point of intersection of the most exterior façade at the ground level
 - The building lines and corners will have a horizontal accuracy of ± 0.03 feet
 - Interior finished floor elevations will be obtained to a vertical accuracy of ± 0.01 feet at designated locations
 - Building addresses
- Street signs, fences, retaining walls, landscaping and any other permanent site features
- Landscaping and individual trees with diameters over 6 inches will be located and identified on the survey map
 - Trees with diameters under 6 inches will be located, but the diameter will not be included
 - Areas that include multiple small trees will be clustered together and only the exterior limits will be displayed (tree lines)
- Utility Information
- Place an Iowa One Call request for field markings and maps prior to fieldwork beginning; utilities shown will be based on visual observation, utility company marking, or from plans made available to Bolton & Menk; private utilities and those not visible or marked by utility companies will not be shown
 - Upon the completion of the initial design drawing Bolton & Menk will distribute a review copy to all the utility companies identified through the Iowa One Call process requesting review and comments; after comments are received, we will make appropriate revisions and provide a final CAD file and hard copy
- Storm Sewer, Watermain and Sanitary Sewer
 - Marked and/or visible structures and service lines
 - Intakes and Manholes
 - Hydrants
 - Water valves and curb stops
 - Structure inventories
 - Rim elevations
 - Pipe sizes
 - Pipe inverts and direction of flow
 - Natural Gas, Communication (Phone/Cable) and Electric
 - Meters, transformers, and pedestals
 - Marked and/or visible service lines
- Set two site benchmarks
- Any other significant topographic features visible to survey crew

Deliverable:

Certified topographic survey drawing will be submitted in an electronic (Civil3D20121file) and hard copy format. The CAD file will include a surface model (XML file) and contours of existing ground.

Subtask 3.2: Corridor 360 photography

Bolton & Menk will collect 360 degree photography for the entire project limits for use during the design phase of the project.

TASK 4: BASEMENT INVESTIGATIONS

Subtask 4.1 – Basement Investigations

The Consultant and City staff will investigate existing basements of adjacent properties. It's estimated that 40 of the 45 buildings will have basements that require inspection along the corridor. Each basement inspection will include the following items.

- Documentation of the existing basement wall conditions
- Documentation of any visible utilities in the basement.
- If more than 40 properties have basements that need to be inspected each inspection will be an additional fee negotiated with the City prior to completed the work.

Subtask 4.2 – Basement Investigations

The Consultant, utilizing the SUBCONSULTANT (Structural Engineers P.C.) along with Consultant staff and City staff, will investigate existing basements of adjacent properties that extend beyond the building face into the ROW. It's estimated that up to 10 of the 45 individual properties along the corridor will have basements that need to be inspected. Each basement inspection will include the following items.

- Documentation of the existing basement wall conditions
- Documentation and measurement of any portion of the basement that extend beyond the building face including full and partial projection and coal shoots.
- Documentation of any visible utilities in the basement.
- If more than 10 properties have basements that need to be inspected each inspection will be an additional fee negotiated with the City prior to completed the work.

Subtask 4.2 – Basement/Vault Design

The SUBCONSULTANT (Structural Engineers P.C.) shall develop designs to address any basements that extend beyond the property line including the following items.

- For fee purposes it's estimated that up to 10 buildings will need a basement designed to be completed.
- Each building will have a drawing/detail developed to address the basement projection.
- If more than 10 properties have basements that need a construction design completed an additional fee negotiated with the City prior to completed the work.

TASK 5: GEOTECHNICAL INVESTIGATION

- A. Coordination of Geotechnical Subconsultant, Construction Materials Testing (CMT), for Drilling: The CONSULTANT will provide Geotechnical Subconsultant with coordinates for the locations of borings before the drilling work and SUBCONSULTANT will coordinate with the Geotechnical Subconsultant during drilling regarding adjustments to the boring locations and sampling procedures so that the completed work provides sufficient geotechnical data for use by SUBCONSULTANT.
- B. Development of Soil Design Parameters. The SUBCONSULTANT will develop soil design

parameters for use in numerical analyses.

- C. Preparation of Geotechnical Report. The SUBCONSULTANT will prepare a draft geotechnical report summarizing results of field exploration and laboratory testing programs, boring logs, lab test data, subgrade evaluations, pavement section design and soil infiltration rates. This task will include effort to incorporate geotechnical analysis and recommendations into roadway, drainage, and water main elements
- D. Geotechnical Analyses for Roadway. The SUBCONSULTANT will perform geotechnical analyses for evaluation of the following considerations:
- Evaluation of subgrade stabilization alternatives as needed.
 - Vehicular pavement section design using SUDAS guidance (assumes no pervious pavement design).
 - Determination of infiltration rate for design of stormwater infiltration features based on guidance from the Iowa Storm Water Management Manual.

TASK 6 – ENVIRONMENTAL/CONTAMINATED SITES REVIEW

The SUBCONSULTANT (Impact7G) will conduct a Contaminated Site Review for the proposed reconstruction project. The initial part of the Contaminated Site Review will be a document review of the project area to determine the site history. Documents reviewed will include previous ESAs, DNR records, Sanborn maps, and city directories, if available, to search for potential locations of monitoring wells, contaminated soils, and underground storage tanks at the in the project vicinity. Reports will also be ordered from a federal and state database “records review” information provider. These reports will provide an up-to-date regulatory status of the site and map risk sites in the vicinity of the property.

Where available, interviews will be conducted with the Fire Marshall, City and/or county health department officials to compile information regarding past and current environmental conditions. A visit will be made to the project area to investigate any or all of the following, as required:

- Location of any known aboveground or underground fuel or bulk chemical storage tanks.
- On-site waste disposal practices.
- Evidence of unreported or unpermitted activities that are presently covered under local, state, or federal regulations.
- Location and description of existing structures.
- Photographs of selected areas.
- Use and management of hazardous and petroleum material.
- On-site presence of PCB-containing equipment.
- Location of buried septic systems, cesspool, evaporation pond, or other waste treatment units.
- Location of existing monitoring wells, drinking water wells, stock wells, and irrigation wells.
- Evidence of vegetative distress, soil discoloration, surface subsidence, or other environmental damage, if seasonal conditions permit such observations.
- Conduct an inspection of surrounding area.
- Identify possible sampling/analytical needs for Phase II assessment.

TASK 7 – STORM WATER ANALYSIS

Subtask 7.1 Kickoff Meeting

This task includes facilitating a Kick-Off Meeting with City staff to accomplish the following:

- Review and confirm the scope and nature of the plan
- Determine goals of the City
- Review any known problems/issues within the project corridor storm sewer system

Items Provided By City: City staff to share field data, as-builts, mapping, GIS data and other project specific items.

Subtask 7.2 Data Collection and Mapping

This task includes collecting all publicly available GIS data and processing it to support the hydraulic modeling.

It is assumed that the City's existing GIS data includes storm sewer infrastructure data of sufficient accuracy to serve as a basis of the study. GIS data should be provided to the Consultant at the beginning of the project. Bolton & Menk will review and process the provided GIS data to support model efforts. Further, Bolton & Menk will acquire LiDAR data and hydro-condition it to serve as a basis for watershed delineation.

This task does not include on-site data acquisition, such as topographic survey or site visits/observations.

Subtask 7.3 Evaluate Proposed Storm Sewer and Outlet Options

The consultant will evaluate the proposed storm sewer needs for the current project and future downtown projects. The evaluation will include the following items.

- Determine preliminary storm water needs for future downtown project including preliminary pipe sizing and estimated depth.
- Proposed storm sewer locations will be based on existing storm locations and input from City Staff.
- The consultant will evaluate potential outlet locations for proposed storm sewer for future downtown projects.
- Evaluation of outlet alternatives and tie in locations depending on proposed sizes and depths.
- No hydraulic modeling of the existing storm sewer will be completed as part of this task.
- Outlet analysis will be completed based on pipe size and depth and does not include hydraulic modeling.

Subtask 7.3.1 Prepare Cost Estimates

Description: A cost estimate will be prepared for each outlet alternative project.

TASK 8 – PRELIMINARY DESIGN

Subtask 8.1 Utility Coordination

- A. During the field data collection phase, the CONSULTANT will complete an Iowa One Call to identify the utilities within the project corridor. The CONSULTANT will attend up to two (2) in-person utility coordination meetings with affected utilities to review the proposed construction and identify conflicts and required relocation. The first will be to advise of the nature and extent of the improvements and any potential conflicts with existing or proposed utility systems (30% design) and the second will be final design review and coordination meeting (90% design).
- B. Utility coordination will be discussed again at the preconstruction meeting. Additionally, the CONSULTANT will prepare for and conduct up to three (3) conference calls with affected utilities. It is understood that existing utility locations will be taken from as constructed information or as marked in the field and that there will be no excavation for location as part of this scope of services.
- C. The CONSULTANT will prepare public utility tabulations, existing conditions mapping, and project public utility removal plans for inclusion in the construction documents. Locations of identified existing public utilities will be tabulated and anticipated impacts between each of the utilities and the proposed improvements will be summarized.

Subtask 8.2 – Water Main Design

- A. Water Main Coordination: The CONSULTANT will coordinate with Marshalltown Water Works for the water main design along the project limits. The CONSULTANT will organize up to 2 (2) in-person meeting with Marshalltown Water Works for design meetings and up to two (2) conference calls with Marshalltown Water Works.
- B. Watermain Design. The CONSULTANT will complete the detailed design for watermain improvements. It is assumed that all the watermain to be replaced will be sized as directed by Marshalltown Water Works and that no water modeling or sizing is included in the scope of this contract. This task includes preparation of the following items:
 - 1. Removal plans and tabulations
 - 2. Review and analysis of historical maps provided by Marshalltown Water Works
 - 3. Development of horizontal and vertical placement for water main.
 - 4. Plan and profile sheets (1"=20' scale full-size) for watermain improvements
 - 5. Water Service replacements for existing services
 - 6. Design of new fire protection lines for existing buildings.
 - 7. Construction and special structure details
 - 8. Special Provisions specifications, as necessary
- C. CONSULTANT will be responsible for drafting tie-in details and outlining a construction staging sequence for construction, valve operation, in/out of service schedule.
- D. Watermain Permitting. The CONSULTANT will complete and submit the Iowa DNR permit for the Watermain.

Subtask 8.3 – Preliminary Design

The Consultant will perform preliminary design services in the preparation of design plans and specifications depicting the proposed grading, drainage, paving, signing, utility relocation, and other features of the project.

During preliminary design, the CONSULTANT will review the conceptual design developed in the Downtown Implementation Plan and review lane configuration, traffic flow and intersection geometries with CLIENT. Once the corridor geometrics are approved, the CONSULTANT will then proceed with final design and documentation.

The preliminary plans will include but not limited to the following task:

Title and General Information Sheets (A Sheets)

This task consists of assembling the preliminary title and general information sheets. The preliminary title sheets will include the following: index of sheets, revisions, legend, location map, project number, design traffic data.

Preliminary Typical Cross Sections and Details (B Sheets)

This task consists of assembling the Typical Cross Sections to be used for the proposed improvements as well as a preliminary determination of the limits that each Typical Section will apply. The typical Cross Sections will include but not be limited to typical sections for the proposed grading, drainage and paving improvements.

Preliminary Estimate of Quantities (C Sheets)

This task consists of a preliminary determination of the bid items to be included in the project, along with an estimate of quantities for each item.

Preliminary Plan and Profiles (D and E Sheets)

This task consists of the development of preliminary plan and profile sheets that will show the existing topography along with the proposed improvements based on the survey location centerline. Proposed Right-of-Way and Construction Easement limits based on grading/impact limits lines will be shown. Included will include the necessary CAD work to show the preliminary design features for the proposed improvements. The scale of these sheets will be 1"=20'.

Preliminary ROW Sheets (H Sheets)

This task consists of a development of the existing ROW through the project and showing preliminary easement needs. The scale of these sheet will be 1"=20'

The consultant shall provide the City a list of properties with easement/right of entry needs that accompany the H Sheets. The easement/right of entry needs will be established with the preliminary design phase to allow City staff time to meet with property owners and obtain the necessary approvals prior to bidding.

Preliminary Traffic Control and Staging (J Sheets)

Develop suitable plan for construction scheduling and staging of the Project and for traffic control measures to be implemented during construction. Staging plan shall include provisions for maintaining access to adjacent properties during construction. For estimating purposes, it is assumed that the roadway will be closed during construction and a single detour plan will be implemented.

The traffic control devices, procedures, and layouts shall be as per the Manual of Uniform Traffic Control Devices (MUTCD).

Preliminary Intersection Geometrics (L Sheets)

Develop and refine geometric layouts and provide additional horizontal and vertical survey information needed to construct the intersections. The scale of these plans sheets will be 1"=20'.

Preliminary Storm Drainage Design (M Sheets)

Develop preliminary storm sewer layout and sizing based on proposed improvements and existing drainage patterns utilizing Chapter 2 of the SUDAS Design Manual. Resolve potential conflicts with underground utilities and other design elements. Vertical profiles are not developed as part of this task. The scale of these plans sheets will be 1"=20'.

Preliminary Sanitary Sewer Design (M Sheets)

No Sanitary Sewer is anticipated to be included as part of this project.

Preliminary Water Main Design (M Sheets)

Preliminary water main design layout including water mains and services based on proposed improvements and existing conditions. Identify staging/order of construction to ensure all services remain active as much as possible. Vertical profiles are not developed as part of this task. The scale of these plan sheets will be 1"=20'.

Preliminary Removal Plans (R Sheets)

This item consists of preliminary design and drafting of proposed improvements and removals.

Preliminary Curb Ramp Design (S Sheets)

Develop preliminary curb ramp layout in accordance with Chapter 12 of Iowa SUDAS Design Manual. Design ramp geometric configurations alternatives, identify surface requirements, review general horizontal curb opening, cross slopes, running slope, and identify sidewalk width and passing space within the corridor.

Preliminary Streetscape Design (T Sheets) – Develop preliminary streetscape plans showing proposed paver locations and streetscape amenities. The scale of these plans will be 1" = 20'

Preliminary Cross Sections (W & X Sheets)

This task consists of design and drafting associated with the assembly of detailed cross sections (25' increments) to illustrate typical conditions, drainage designs, and non-typical conditions as needed for guidance during design, review, and quantity estimating purposes.

Subtask 8.4 – Preliminary Opinion of Probable Construction Cost

The Consultant shall prepare a preliminary Opinion of Probable Construction Cost for the Project

TASK 9 – FINAL DESIGN

Based upon approved preliminary design, field exam, and public informational meeting, the Consultant subsequently proceed with final design, contract drawings, specifications and opinion of probable construction cost for the award of a single Contract for the construction of the proposed improvements. The work tasks to be performed include the following:

Subtask 9.1 Final Plans

The Consultant shall provide the City with the following deliverables:

Title and General Information Sheets (A Sheets)

This task consists of assembling the preliminary title and general information sheets. The preliminary title sheets will include the following: index of sheets, revisions, legend, location map, project number, design traffic data.

Final Typical Cross Sections and Details (B Sheets)

This task consists of final design and drafting of typical cross sections and standard details to be utilized for the improvements.

Final Estimate of Quantities (C Sheets)

This task consists of final bid items to be included in the Project, as well as final quantity tabulations, and the development of the general notes and estimate reference information.

Final Plan and Profiles (D and E Sheets)

This item consists of the final design and drafting of roadway plan and profile sheets, including the detail information required for plan approvals, permitting, and construction of the proposed improvements. This task also consists of the final design and drafting for the installation of new utilities and utility adjustments that can be determined from coordination with the utility companies at the time of design.

Final Erosion Control and Surface Restoration (CE Sheets)

This item includes the final design and drafting of erosion control measures and surface restoration to be provided on the Project.

Final Reference Plans (G Sheets)

This item consists of assembling reference ties to the plan control points and the benchmark data used to develop the plans and to be preserved throughout construction of the project.

Final ROW Sheets (H Sheets)

This task consists of a documenting the existing ROW through the project and showing final easement for the project. The scale of these sheet will be 1"=20'. This task does not include obtaining any easement/right of entry permits. City staff shall be responsible for obtaining all recommended easements.

Final Traffic Control, Staging and Pavement Markings (J Sheets)

This item consists of final design and drafting of the traffic control, staging and permanent pavement marking plans.

The traffic control devices, procedures, and layouts shall be as per the Manual of Uniform Traffic Control Devices (MUTCD).

Final Intersection Geometrics (L Sheets)

This item consists of the final design and drafting of jointing details, spot elevations, and geometric layouts for all non-typical pavements areas.

Final Storm Drainage Design (M Sheets)

This item consists of final design and drafting of storm sewers, storm sewer inlets, manholes and other storm drainage related facilities for the Project.

Final Sanitary Sewer Design (MWM Sheets)

No Sanitary sewer is anticipated as part of this project.

Final Water Main Design (MWM Sheets)

This item consists of final design and drafting of proposed improvements, water main profile, hydrant and valve locations. The design will be coordinated with Marshalltown Water Works.

Final pavement marking plans (N Sheets)

This item consists of final design and drafting of pavement markings for the Project.

Final Lighting Plans (P Sheets) – Task not used

Final Removal Plans (R Sheets)

This item consists of final design and drafting of proposed improvements and removals.

Final Curb Ramp Design (S Sheets)

Develop final curb ramp layout in accordance with Chapter 12 of Iowa SUDAS Design Manual. Final ramp geometric configurations alternatives, identify surface requirements, review general horizontal curb opening, cross slopes, running slope, and identify sidewalk width and passing space within the corridor.

Final Streetscape Design (T Sheets) – Final streetscape plans shall be developed and shall include special paving layout and details, monument signage, landscaping, and special design details.

Final Design Cross Sections (W & X Sheets)

This task consists of final design and drafting individual cross sections for the project. Cross sections will be designed and drawn at 25-foot maximum intervals, with additional cross-sections included as necessary.

Subtask 9.2 Project Manual

This task consists of providing a Project Manual for the Project, including Notice of Hearing and Letting, Instruction to Bidders, Bid Forms, Bond Forms, Agreement Forms, General Conditions of the Construction Contract, Supplementary General Conditions, and Detailed Construction Specification

Subtask 9.3 Final Opinion of Probable Construction Cost

The Consultant shall prepare a final Opinion of Probable Construction Cost for the Project.

Subtask 9.4 Final Design Meeting

It is estimated that the Consultant's staff will attend one (1) meeting with the City, and others to review progress, assist in decision-making, and receive direction from the City. This meeting will be held after a final review of the plans by the City of Marshalltown and all effected utilities in the corridor. Plan revisions will be completed based on review comments.

Subtask 9.5 Final Permitting

The Consultant shall obtain the following permits for the project.

- IDNR Watermain Permit
- IDNR NPDES Permit

TASK 10 – BIDDING

The Consultant will coordinate and manage the bid letting process for the project. For estimating purpose, one (1) letting has been included as part of this task. The work task to be performed or coordinated by the Consultant shall include the following.

Subtask 10.1 Printing of Plans and Specifications

This task consists of printing and handling of the Plans and Specifications. For budget purposes it is estimated that ten (10) half-sized (11"x17") plan sets and specifications will be duplicated and assembled by the Consultant. This task also includes the dissemination of the contract documents and maintaining a plan holders list during the bidding phase.

Subtask 10.2 Advertisement/Notice of Project

The Consultant shall prepare the formal Notice of Hearing and Letting. The City shall post the Notice of Letting. The City shall handle publication of the Notice of Hearing. The Consultant shall also prepare and disseminate an informal notice to contractors concerning the upcoming Project.

Subtask 10.3 Plan Clarification and Addenda

The Consultant shall be available to answer questions from contractors prior to the letting and shall issue addenda as appropriate to interpret, clarify or expend the bidding documents.

Subtask 10.4 Letting, Bid Tabulations, and Award Recommendation

The Consultant shall have a representative present when opening the bids and proposals, shall make tabulations of the bid for the Owner, shall advise the Owner on the responsiveness of the bidders and assist the Owner in making the award of contract, including preparation of necessary contract document.

II. HOURLY RATE SERVICES

Upon request, the following services shall be provided at CONSULTANT's standard hourly rate and a fee estimate shall be developed and mutually agreed upon prior to commencement of work, for each of the following services:

- A. **FUNDING ASSISTANCE.** Throughout the project, our team will consider future funding opportunities to leverage project resources. This task allows our team to provide assistance or leadership to the city in identifying and pursuing funding opportunities as requested. CONSULTANT will develop a funding matrix of potential grant sources and maintain a funding plan that will aid in the development of commitments and identification of the possibilities to close the funding gaps.
- B. **REMONUMENTATION.** Replacing lost or obliterated government survey corners or property corners along the project route.
- C. **CONSTRUCTION STAKING.**
- D. **ADDITIONAL PROPERTY OR RIGHT OF WAY ACQUISITION SERVICES.** Includes additional property or right of way acquisition services beyond those included in the Basic Services, including: Preparation of easement agreements, preparation of right-of-way plats, assistance with eminent domain proceedings, court preparation and testimony.
- E. **ENVIRONMENTAL SERVICES.** Environmental services associated with asbestos investigations and mitigation, hazardous materials leaks and contaminated soils beyond the initial report provided by Impact7G.
- F. All other services not specifically identified in Tasks 1 through 10.

III. PROPOSED SCHEDULE

The anticipated project schedule is as follows:

- Topographic Survey: November – December 2022
- 30% Design Review: April 2023
- 60% Design Review: August 2023
- 95% Design Review: October 2023
- Bidding Phase: December 2023

IV. ESTIMATED FEES:

Scope of Services		
TASK		PRICE
1	Project Initiation and Project Management	\$ 102,368.00
2	Public Involvement and Stakeholder Input	\$ 38,239.00
3	Data Collection	\$ 35,140.00
4	Basement Investigations	\$ 40,180.00
5	Geotechnical Investigation	\$ 9,000.00
6	Environmental/Contaminated sites review	\$ 9,700.00
7	Storm Water Analysis	\$ 18,455.00
8	Preliminary Design	\$ 160,308.00
9	Final Design	\$ 233,346.00
10	Bidding	\$ 7,202.00
Total		\$ 653,938.00

2023 SCHEDULE OF FEES

The following fee schedule is based upon competent, responsible professional services and is the minimum, below which adequate professional standards cannot be maintained. It is, therefore, to the advantage of both the professional and the client that fees be commensurate with the service rendered. Charges are based on hours spent at hourly rates in effect for the individuals performing the work. The hourly rates for principals and members of the staff vary according to skill and experience. The current specific billing rate for any individual can be provided upon request.

The fee schedule shall apply for the period through December 31, 2022. These rates may be adjusted annually thereafter to account for changed labor costs, inflation, or changed overhead conditions.

These rates include labor, general business, and other normal and customary expenses associated with operating a professional business. Unless otherwise agreed, the above rates include vehicle and personal expenses, mileage, telephone, survey stakes, and routine expendable supplies; no separate charges will be made for these activities and materials. Expenses beyond the agreed scope of services and non-routine expenses, such as large quantities of prints, extra report copies, outsourced graphics and photographic reproductions, document recording fees, outside professional and technical assistance, and other items of this general nature will be invoiced separately. Rates and charges do not include sales tax, if applicable.

Employee Classification	Hourly Billing Rates
Senior Project Manager	\$175-285
Project Manager	\$140-190
Senior Project Engineer	\$145-185
Project Engineer	\$126-170
Design Engineer	\$110-150
Graduate Engineer	\$110-145
Senior Planner	\$150-192
Planner	\$110-156
Senior Landscape Architect	\$150-170
Landscape Architect	\$118-142
Landscape Designer	\$85-112
Licensed Project Surveyor	\$160-192
Graduate Surveyor	\$126-165
Survey Technician	\$85-165
Senior Technician	\$105-169
Technician	\$85-146
Specialist*	\$90-180
Practice Expert**	\$180-290
Senior Principal	\$198-235
Principal	\$158-225
Administrative/Corporate Specialists	\$65-120
GPS/Robotic Survey Equipment	NO CHARGE
CAD/Computer Usage	NO CHARGE
Routine Office Supplies	NO CHARGE
Routine Photo Copying/Reproduction	NO CHARGE
Field Supplies/Survey Stakes & Equipment	NO CHARGE
Mileage	NO CHARGE

¹ No separate charges will be made for GPS or robotic total stations on Bolton & Menk, Inc. survey assignments; the cost of this equipment is included in the rates for survey technicians.

*Specialized role not classified above otherwise, incl. graphic design, project communication, funding support, etc.

**Highly specialized and industry expertise unique to the market or area of discipline.