

PARKING NOTICE:

Due to State Street Reconstruction, we ask the public attending this Council meeting to park in the Coliseum Parking lot (off 1st St) and utilize the alley to walk to the Park & Recreation entrance for attendance. The City will arrange special accommodations for any mobility concerns (contact Heather at 641-750-5929).

CITY OF MARSHALLTOWN COUNCIL AGENDA CITY HALL COUNCIL CHAMBERS 10 WEST STATE STREET AUGUST 12, 2024, 5:30 PM

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL

Fonseca, Kell, Ladehoff, Mitchell, Nichols, Schneider, Thompson

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. OATH OF OFFICE AND BADGING FOR FIREFIGHTER JEFFERSON SIMMS

F. CONSENT AGENDA

1. APPROVE MINUTES 07/22/24, 08/05/24 MEETINGS AND BILL LIST \$1,473,462.51

Documents:

[2024-07-22_SIGNED Council Minutes.pdf](#)
[2024-08-05_SIGNED Council Minutes.pdf](#)
[2024-08-12_BILL LIST - Summary.pdf](#)
[2024-08-12_BILL LIST - Detail.pdf](#)

2. APPROVE ALCOHOL LICENSE RENEWALS

Legends, 2902 S Center St, The Flying Elbow, 229 N 13th St,
Golden Land Asian Food, 11 E State St, Casey's 1009 W
Lincolnway, Casey's 108 Iowa Ave W

**3. APPROVE CIVIL SERVICE NEW HIRE LIST - PARKING
AND CODE ENFORCEMENT OFFICER**

Documents:

[2024-08-12_CONSENT_Civil Service List - Parking and
Code Enforcement Officer.pdf](#)

**4. RESOLUTION 2024-170 ALLOWING OPEN CONTAINERS
ON DESIGNATED PUBLIC WAYS FOR THE 13TH STREET
DISTRICT HARVEST MARKET AND CONCERT EVENT ON
SEPTEMBER 6, 2024**

Documents:

[2024-08-12_2024-170_Resolution Approving Alcohol
Public Way-Harvest Market.pdf](#)
[2024-08-12_2024-170_Memo 13th St District Harvest
Market.pdf](#)
[2024-08-12_2024-170_13th Street Harvest Market
Map.pdf](#)

**5. RESOLUTION 2024-171 ALLOWING OPEN CONTAINERS
ON PUBLIC WAYS FOR OKTEMBERFEST EVENTS,
SEPTEMBER 26-29, 2024**

Documents:

[2024-08-12_2024-171_Resolution Approving Alcohol
Public Way for Oktoberfest.pdf](#)
[2024-08-12_2024-171_Memo Oktoberfest.pdf](#)
[2024-08-12_2024-171_Oktemberfest Map_Downtown
Events.pdf](#)

**6. RESOLUTION 2024-172 SETTING A PUBLIC HEARING
FOR THE CONVEYANCE AND TRANSFER OF TITLE OF THE
EAST HALF OF 510 E MAIN STREET TO RMB
COOPERATIVE**

Documents:

[2024-08-12_2024-172_Resolution Setting PH for Sale of 510 E Main St-East Half.pdf](#)
[2024-08-12_2024-172_Memo Setting PH for Sale 510 E Main St-East Half.pdf](#)
[2024-08-12_2024-172_File 2024-00002827_QCD 510 East Main Street \(West Half\) 07.19.24.pdf](#)

7. RESOLUTION 2024-173 SETTING DATE FOR PUBLIC HEARING ON URBAN RENEWAL PLAN AMENDMENT FOR THE MARSHALLTOWN URBAN RENEWAL AREA NO. 3

Documents:

[2024-08-12_2024-173_Set Hrg UR Amend no adds \(Marshalltown-59 2024\)-v2.pdf](#)
[2024-08-12_2024-173_Memo Set PH and Amending Urban Renewal Area 3.pdf](#)
[2024-08-12_2024-173_UR Plan Amend \(Marshalltown 59 2024\)-v1.pdf](#)

8. RESOLUTION 2024-174 AUTHORIZING THE PURCHASE OF A 2025 POLARIS RANGER FOR USE IN THE STREET DIVISION IN THE AMOUNT OF \$19,000 AND DECLARING ASSET 7039, A 2012 JOHN DEERE GATOR, SURPLUS FOR DISPOSAL THEREO

Documents:

[2024-08-12_2024-174_Resolution Approving Purchase of a UTV.pdf](#)
[2024-08-12_2024-174_Memo_Street UTV Purchase_24 08 12.pdf](#)
[2024-08-12_2024-174_UTV Quotes.pdf](#)

9. RESOLUTION 2024-175 ORDERING CONSTRUCTION OF THE RIVERVIEW PARK IMPROVEMENT PROJECT #PRK23001, SETTING PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATED COST AND DIRECTING PUBLICATION OF NOTICE TO BIDDERS

Documents:

[2024-08-12_2024-175_Resolution Order Construction Riverview Park Improvements.pdf](#)
[2024-08-12_2024-175_PRK23001_Memo on Order Construction Riverview Park Improvements.pdf](#)
[2024-08-12_2024-175_Riverview Park Phase One - Final Plans.pdf](#)

10. RESOLUTION 2024-176 REPEALING A MORATORIUM ON PERMITS FOR ACCESSORY SOLAR PANEL ARRAYS

Documents:

[2024-08-12_2024-176_Resolution Repeal of Moratorium - Solar Arrays \(5.8.24\) JLS \(2\).pdf](#)
[2024-08-12_2024-176_Memo on Repeal of Moratorium Solar Arrays.pdf](#)

11. RESOLUTION 2024-177 APPROVING THE 2024 UPDATE OF THE FTA TITLE VI PROGRAM FOR MARSHALLTOWN MUNICIPAL TRANSIT (MMT)

Documents:

[2024-08-12_2024-177_Resolution Adopting MMT Title VI Updates.pdf](#)
[2024-08-12_2024-177_Memo - MMT Title VI 2024 Update.pdf](#)
[2024-08-12_2024-177_MMT Title VI 2024 Program.pdf](#)

12. RESOLUTION 2024-178 TO CHANGE THE FUNDING SOURCE FOR THE LOCAL MATCH REQUIREMENT FOR THE CO2 REFRIGERATION SYSTEMS ECONOMIC DEVELOPMENT ASSISTANCE CONTRACT FROM LOCAL OPTION SALES TAX FUND TO ECONOMIC DEVELOPMENT GIFT FUND

Documents:

[2024-08-12_2024-178_Resolution Change of Funding Source-CO2 Refrigeration.pdf](#)
[2024-08-12_2024-178_Memo Funding Source CO2 Refrigeration Systems.pdf](#)
[2024-03-11_2024-050_SIGNED Resolution Support CO2 Refrigeration Systems.pdf](#)

13. RESOLUTION 2024-179 AUTHORIZING THE CLOSURE OF FUND 952 SURETY BONDS/DEPOSITS AND TRANSFER REMAINING FUNDS TO FUND 110 ROAD USE TAX

Documents:

[2024-08-12_2024-179_Resolution Closure of Fund 952 Surety Bonds and Deposits.pdf](#)
[2024-08-12_2024-179_Memo to transfer funds from 952 to 110 and close fund 952.pdf](#)

G. MOTIONS

- 1. MOTION TO APPROVE 5-DAY SPECIAL CLASS C RETAIL ALCOHOL LICENSE WITH OUTDOOR SERVICE FOR THE 13TH STREET DISTRICT HARVEST MARKET EVENT ON 9/6/24**
- 2. MOTION TO APPROVE 5-DAY SPECIAL CLASS C RETAIL ALCOHOL LICENSE WITH OUTDOOR SERVICE FOR THIRSTY PIGS LLC FOR OKTEMBERFEST EVENTS 9/26-**

H. RESOLUTIONS

1. PUBLIC HEARING AND RESOLUTION 2024-180 APPROVING THE REAL ESTATE EXCHANGE AGREEMENT AND PROVIDING FOR THE CONVEYANCE AND TRANSFER OF TITLE OF CITY OWNED PROPERTY TO THE MARSHALLTOWN COMMUNITY SCHOOL DISTRICT

Documents:

[2024-08-12_2024-180_Resolution Approving Real Estate Exchange with MCSD.pdf](#)
[2024-08-12_2024-180_Memo Real Estate Exchange with MCSD.pdf](#)
[2024-08-12_2024-180_Real Estate Exchange Agreement.pdf](#)

2. PUBLIC HEARING & RESOLUTION 2024-181 APPROVING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND COST FOR THE WEST HIGH STREET & SOUTH 6TH STREET INTERSECTION IMPROVEMENTS PROJECT #STR 24001, IN THE CITY OF MARSHALLTOWN, IOWA

Documents:

[2024-08-12_2024-181_Resolution Approve Plans, Specs Intersection Improvements.pdf](#)
[2024-08-12_2024-181_Memo_STR24001 6th and High Approve Plans.pdf](#)
[2024-08-12_2024-181_STR24001 Official Notice.pdf](#)
[2024-08-12_2024-181_STR24001 Opinion of Probable Cost.pdf](#)
[2024-08-12_2024-181_STR24001 Plans_BID SET.pdf](#)
[2024-08-12_2024-181_STR24001 Project Manual_BID SET.pdf](#)

I. ORDINANCES

1. PUBLIC HEARING AND 2ND READING OF ORDINANCE 15090 TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA CHAPTER 157 (LAND SUBDIVISION REGULATIONS)

Documents:

[2024-08-12_ORD 15090_CH 157 Land Subdivision Amendment MDB 7.9.24 \(SCL 7.12.24\).pdf](#)
[2024-08-12_ORD 15090_Memo for 1st Reading of Amendment to Chapter 157.pdf](#)

J. DISCUSSION

1. REQUEST TO PURCHASE ALLEY BETWEEN 406-408 WEST

MADISON STREET

Documents:

[2024-08-12_DISCUSSION1_Memo Request to Purchase ROW.pdf](#)
[2024-08-12_DISCUSSION1_Written Requests to Purchase.pdf](#)

2. TOOL SHARE LENDING PROGRAM

Councilor Fonseca

Documents:

[2024-08-12_DISCUSSION2_Memo to City - Lending Tool program.pdf](#)
[2024-08-12_DISCUSSION2_DRAFT Tool Share Agreement.pdf](#)

3. POLICE DEPARTMENT PATROL RIFLE PURCHASE REQUEST - UTILIZING AUTOMATED TRAFFIC ENFORCEMENT FUNDING

Documents:

[2024 Stevenson Memo Rifle Request.pdf](#)

4. INDUSTRIAL PROPERTY TAX ABATEMENT

Documents:

[2024-08-12_DISCUSSION4_Memo to Update Industrial Abatement Ordinance.pdf](#)

K. CLOSED SESSION - REAL ESTATE

Closed session pursuant to Section 21.5 subsection (1) paragraph (j) of the Code of Iowa:

- a. To discuss the disposition of real estate where premature disclosure could be reasonably expected to change the price the governmental body would receive for Property 1.
- b. To discuss the disposition of real estate where premature disclosure could be reasonably expected to change the price the governmental body would receive for Property 2.
- c. To discuss the disposition of real estate where premature disclosure could be reasonably expected to

change the price the governmental body would receive for Property 3.

- d. To discuss the disposition of real estate where premature disclosure could be reasonably expected to change the price the governmental body would receive for Property 4.
- e. To discuss the disposition of real estate where premature disclosure could be reasonably expected to change the price the governmental body would receive for Property 5.
- f. To discuss the disposition of real estate where premature disclosure could be reasonably expected to change the price the governmental body would receive for Property 6.
- g. To discuss the disposition of real estate where premature disclosure could be reasonably expected to change the price the governmental body would receive for Property 7.

The City of Marshalltown has an attorney-client relationship with Lynch Dallas P.C., by Council Resolution 2022-161, approved 06/13/22 who has approved the reason for this closed session.

There may be council action by motion following the closed session.

L. 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.



**MARSHALLTOWN
MORE THAN EVER**

COUNCIL PROCEEDINGS

JULY 22, 2024

Mayor Greer, called the meeting to order at 5:30 p.m., July 22, 2024, at the City Hall Council Chambers, 10 W State Street, and led the pledge of allegiance. Roll call—Present: Fonseca, Kell, Ladehoff, Mitchell, Nichols, Schneider, Thompson. Public comments for items not on the agenda were provided. Mayor, Council, and Administrator comments were provided.

CONSENT AGENDA

Motion by Schneider, second by Kell to adopt the consent agenda less item 2: APPROVE MINUTES 07/08/24 AND 07/11/24 MEETINGS AND BILL LIST \$2,481,941.39; APPROVE CIVIL SERVICE NEW HIRE LISTS FOR STREET MECHANIC, SEWER MAINTENANCE WORKER, TRANSIT OPERATOR, TRANSIT OPERATIONS ASSISTANT; APPROVE MAY 2024 FINANCIAL STATEMENTS; RESOLUTION 2024-163 SETTING A PUBLIC HEARING FOR THE CONVEYANCE AND TRANSFER OF TITLE OF CITY OWNED PROPERTY TO THE MARSHALLTOWN COMMUNITY SCHOOL DISTRICT; RESOLUTION 2024-164 SETTING PUBLIC HEARING FOR AN AMENDMENT TO CHAPTER 157 LAND SUBDIVISION REGULATIONS; RESOLUTION 2024-165 APPROVING CONTRACT CHANGE ORDER #11 FOR THE STATE STREET RECONSTRUCTION PROJECT #STR21004; RESOLUTION 2024-166 ORDERING CONSTRUCTION OF THE WEST HIGH STREET & SOUTH 6TH STREET INTERSECTION IMPROVEMENTS, BEING PROJECT STR 24001; SETTING PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND OPINION OF PROBABLE COST; AND DIRECTING PUBLICATION OF NOTICE TO BIDDERS; RESOLUTION 2024-167 AUTHORIZING AN AGREEMENT WITH EIDE BAILLY LLP TO EXTEND AUDIT SERVICES FOR THE CITY OF MARSHALLTOWN FOR FISCAL YEAR ENDING JUNE 30, 2024; RESOLUTION 2024-168 AUTHORIZING AN AGREEMENT WITH FIRST INTERSTATE BANK TO EXTEND BANKING SERVICES FOR THE FOR THE CITY OF MARSHALLTOWN FOR 3 MONTHS. Motion carried 7-0.

Motion by Schneider, second by Ladehoff to adopt APPROVE LIQUOR LICENSE RENEWAL FOR THE DEPOT, 114 N CENTER ST. Motion carried 5-2, Mitchell and Thompson dissenting.

REPORTS

Tonya Gaffney, Library Board of Trustees President, 105 W Boone Street, introduced Sarah Rosenblum and Joa LaVille to give the Library Annual Report. Some highlighted stats included 4,480 uses of meeting rooms, 12,892 attendees to the 350 children programs provided, and 82.9% of Marshalltown residents having a library card.

RESOLUTIONS

Motion by Ladehoff, second by Schneider to adopt RESOLUTION 2024-169 APPROVING PRELIMINARY AND FINAL PLAT FOR FREEDOM HILLS 1ST ADDITION AND ACCEPTING THE DEDICATION. Motion carried 7-0.

ORDINANCES

Mayor Greer opened a public hearing at 6:19 pm for ORDINANCE 15089 APPROVING THE REZONING OF CREEKSIDE LANE FROM MIXED-USE TO MEDIUM RESIDENTIAL. No written or public comments were received. The public hearing was closed at 6:21 pm. Motion by Schneider, second by Ladehoff to adopt the second reading of ORDINANCE 15089 APPROVING THE REZONING OF CREEKSIDE LANE FROM MIXED-USE TO MEDIUM RESIDENTIAL. Motion carried 5-2, Mitchell and Thompson dissenting.

Motion by Schneider, second by Ladehoff to waive the third reading of ORDINANCE 15089 APPROVING THE REZONING OF CREEKSIDE LANE FROM MIXED-USE TO MEDIUM RESIDENTIAL. Motion carried 5-2, Mitchell and Thompson dissenting.

Motion by Schneider, second by Nichols to adopt the first reading of ORDINANCE 15090 TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA CHAPTER 157 (LAND SUBDIVISION REGULATIONS). Jon Boston, Plan Zoning Commission, advised this amendment will address the submittal of preliminary and final plats, private access from general commercial or industrial lots, and non-severability requirements for stormwater retention ponds or stand-alone access parcels. Motion carried 6-1, Mitchell dissenting.

DISCUSSION

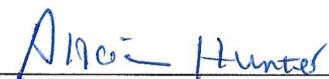
Cindy Kendall, Consultant presented a request for a development agreement for the Freedom Hills project for the VA Clinic and development of adjacent land. The proposed agreement would begin in budget year 25-26 and will not exceed \$800,000. John Hall, Marshalltown Area Chamber of Commerce estimates the development of the area to be \$25-\$30 million. Motion by Schneider, second by Ladehoff to bring forward a development agreement and amendment to the Urban Renewal Plan for the project. Motion carried 5-2, Mitchell and Thompson dissenting.

A request from LIF Enterprises LLC to purchase the North-South alley between 406 W Madison St and 408 W Madison St was reviewed. Heather Thomas, Public Works Director advised all the utility entities were contacted regarding the request, and Alliant and Mediacom will require easements. There is no objection from the City utilities. Councilor Fonseca recommended speaking with the adjacent property owners again to clarify this request. Staff will follow up on this for the August 12th meeting.

ADJOURNMENT

The meeting adjourned at 6:51 p.m.

Respectfully Submitted,



Alicia Hunter, City Clerk

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

COUNCIL PROCEEDINGS
AUGUST 5, 2024

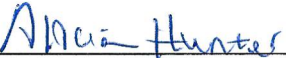
Mayor Pro-Tem Ladehoff called the special meeting for a work session to order at 8:30 a.m., August 5, 2024, at the City Hall Council Chambers, 10 W State Street. Present: Fonseca, Kell, Ladehoff; Absent: Mitchell, Nichols, Schneider, Thompson.

DISCUSSION

This meeting was scheduled with representatives from our Sister City in Zdolbuniv, Ukraine to continue discussions on how we can aid each other through our Sister City agreement. Members of the Zdolbuniv council shared artwork from the area school children depicting their experiences with the war. The artwork will be shipped to Marshalltown and a public exhibit will be organized. The City will work to establish a committee to enhance the communications between Zdolbuniv and the City. The next quarterly meeting is scheduled for December 2, 2024, at 8:30 am CST.

The meeting was adjourned at 9:20 am.

Respectfully Submitted,



Alicia Hunter, City Clerk

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

BILL LIST 08/12/24

Buildings/Improvements

BDH/2	53.78
Menards/3	95.27
Mtwn.Aviation/1	1,692.95

Consulting & Professional Fees

AHLERS.COONEY/1	1,484.00
Bernie.Lowe/1	344.23
Bolton&Menk.Inc/7	107,638.00
CkendallConsult/1	12,750.00
Construct/1	48,585.85
CottinghamButle/2	275.00
Eide.Bailly.LLP/1	1,500.00
FirstIntBank/2	605.00
Howard.R.Green/1	21,303.00
Iowa.One.Call/3	428.00
Lynch.Dallas.PC/7	3,621.25
Speer.Financial/1	400.00
YSS Grants Bill/1	13,287.14

Contracts

AAA.Septic/2	445.00
ARL/1	7,210.67
EVERY,L/1	5,880.00
BDH/28	7,953.34
BG.HVAC.INC/1	534.00
Bolton&Menk.Inc/1	135.00
Calhoun-Burns/1	1,837.50
Central IA Wind/1	1,563.00
Chamber.Commerce/1	62,208.64
City.Laundering/3	271.82
CIVICPLUS.INC/1	763.12
EO Johnson Co/1	129.69
ESRI.Inc./5	6,575.00
FirstIntBank/4	189.26
Hansen,S/1	720.00
Hutchinson Salt/1	17,557.28
Ind.Ag.Services/1	914.65
Jim Bell Floor/1	1,169.83
KELTEK.INC/2	23,878.01
Marsh.Co.Landfi/1	111.95
MCSD/2	1,084.26
Midwest Office/1	90.79
Motorola Solut/2	2,000.00
Mtwn.Aviation/2	4,666.00
Prairie Waste/12	2,315.74
Region 6/2	15,295.00
SAFETY.KLEEN/1	433.31
Schendel.Pest.C/9	401.47
Schumacher.Elev/2	589.89
Sensys Gatso/1	3,955.00
Siemens, Eric/1	1,205.00
Sign.Creations/1	150.00
Stericycle.Inc/2	140.11
Sterling.Fire/1	126.00
Van.Meter.Inc/1	7,420.00

ElectionExpense

Marshall.Co.Aud/2	11,102.61
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Library Books

FirstIntBank/48	1,130.57
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Medical

Bernie.Lowe/1	2,667.06
Covenant Workpl/1	419.90
HARTFORD.ACCTS/2	6,989.31
Health.Partners/6	123,640.25
Hunter Lane LLC/3	1,801.84
McFarland.Cl/2	77.44
Unity Point-Occ/3	168.00

Payroll.Deductions

TotalAdmin.Serv/3	268.66
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Payroll.Net

Payroll/1	389,389.13
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Refund/Reimbursed

Bainter, Elva/1	41.08
Barnard,B/1	36.01
Dept HHS/1	22.17
FirstIntBank/52	-4,428.39
Hartwig, Kelly/1	115.00
Ladehoff,M/1	46.63
Menards/1	-7.38
MORGAN,M/1	48.18
Neal, Corine/1	46.73
Ramirez-San,Fra/1	25.42
Serrano,Esteban/1	68.16
Simons,S/1	304.90
Singh, Martin/1	54.11
Steddom, Chris/1	88.76
Williams, Mark/1	22.19

Rents/Leases

201 E Main MT/13	4,576.00
6 Pack Propert/1	767.00
A.White/1	311.00
Ackley.Housing/7	1,213.00
Arrowhead Homes/1	306.00
Bahr,Larry/1	766.00
Barnes,L/1	263.00
BJ&J.LLC/1	234.00
BLOOD,A/1	427.00
Blue Fund I/3	1,176.00
BOC Properties/1	467.00
Borota,K/2	746.00
Brodin,C/1	76.00
Brown, Larry/1	341.00
Buchanan,Steven/1	259.00
Buckaroo.LLC/2	1,003.00
CIRSI/6	506.00
Clock Tower Sen/6	2,470.00
CMHC.INVEST/1	208.00
Conzalez, Renat/1	907.00

BILL LIST 08/12/24

Crestview Apts/22	8,253.00
D.D.Rentals/5	2,292.00
Daters, Toni Ra/1	451.00
Double.D.Entrp/2	1,224.00
Douglas Ter Apt/2	1,425.00
ECKLOR,S/1	897.00
Elwayne.Inc./3	860.00
EPC LLC/4	907.00
Etter, W/1	650.00
Eubanks,C/1	303.00
Friendly. Valley/3	328.00
Gonzalez,Gil2/1	55.00
Gorrell, Joseph/1	381.00
Gray,D/4	2,741.00
Gutierrez,Humbe/2	615.00
Hala,J/4	803.00
Hatch,R/3	1,660.00
HESSENIUS,R/1	850.00
Hilltop.Village/2	494.00
Hinmon,Linda/1	248.00
House Harvester/1	429.00
Housing Auth Or/1	1,932.00
HousingAuth Tam/1	1,786.00
HOWARD,J/1	181.00
Hubbard MapleSt/2	307.00
JB.I.COOP.Assn/3	972.00
Judge, John/1	360.00
Judge,M/17	5,015.00
Kading Prop LLC/4	3,148.00
Kramer, Marcia/1	92.00
Lawthers.Prop.M/2	1,055.00
Linton, Tyler/2	703.00
Lopez, Jaime/1	450.00
LUENSE,B/7	3,289.00
Manship,W/1	897.00
Manus&Michelle/1	550.00
Marion Manor I/1	258.00
Moore, Michelle/1	320.00
Mtown Lofts LLC/16	5,661.00
Mtown/Westtown/22	5,838.00
North.Tama.Hsg/1	128.00
Oetker,D/3	338.00
Park.Elms,LLC/1	355.00
Pebworth Homes/2	264.00
PizanoCisnerosA/1	700.00
Plymat Jr, Will/1	683.00
Premier.RE.Mgmt/10	3,194.00
PremierIowaCity/8	2,983.00
Pyramid Propert/3	715.00
RA.Rental.Prop/5	2,640.00
Ramirez, Sergio/1	375.00
Redborg,Kirsten/1	391.00
Reed,T/4	1,686.00
River.Birch/4	1,132.00
River.Oaks/6	2,571.00

RMB Cooperative/2	1,654.00
Roth, Kamaria/1	381.00
SanDiegoHousing/1	1,844.00
Schmidt,M/3	1,469.00
Schrader, Chant/1	303.00
Shugarland Apts/1	290.00
Stalzer, Jason/1	622.00
Sunrise.Apt/1	98.00
Superior.Rental/3	1,010.00
Sweet Pea Prop/1	247.00
Swiff, Scott/1	421.00
Tallcorn.Tower/17	4,685.00
TOWN.APARTMENT/2	532.00
TTLC.Hsg/4	1,318.00
Ultimate Prop M/3	1,539.00
Walker, Angela/1	309.00
Weatherly.Erin/3	1,593.00
Worent.Inc/1	119.00
Worsfold Farm/1	361.00
Service/Repairs	
AAA.Septic/1	100.00
AG.LIME.TRUCKG/3	2,920.00
Airgas.U.S.A./1	93.84
Alcaraz,Roberto/1	750.00
AssuredPartners/1	3,263.51
BDH/1	691.87
BG.HVAC.INC/1	425.00
Blake, Tom/2	7,050.00
Bly,Josh/2	3,510.00
Bobs Lawn Care/3	5,190.00
Clark,Nicolynne/1	68.00
Cline, Troy/5	2,510.00
Crescent.Electrc/2	121.97
Critical Hire/1	200.00
Dines, Heather/1	13.00
Electric.Supply/1	87.27
Fexsteve Ltd Co/2	15,550.00
FirstIntBank/46	7,309.57
FIRSTNET.ATT/1	329.56
Fiser, Jessica/1	13.00
Hannam.Autom/2	3,941.78
Heart.of.Iowa/14	3,547.27
Hogeland Body/1	150.00
Hogeland.Auto.P/1	100.00
Housing Auth Or/1	49.29
HousingAuth Tam/1	53.15
I.I.M.C./1	225.00
IA.Treasurer/3	24,121.84
Iowa.Hometown.S/2	231.46
Jensen.Inc/2	775.57
Karl of Mtown/2	5,307.01
Kincade,Jasmine/2	132.00
Language.Line.S/1	1,806.92
Louis, Marie/1	7.00
M.Co.Recorder/1	226.00

BILL LIST 08/12/24

McAtee.Tire/5	597.00	HawkinsElectric/1	1,406.10
McFarland.Cl/2	92.00	HyVee.Accts/10	450.06
Mediacom/1	468.92	Interstate Batt/1	291.90
Menards/17	147.12	Jensen.Inc/1	155.26
Milestone Outdo/1	1,365.00	Johnson, Jim/1	1,050.00
Mtwn.Aviation/1	30.05	Karl of Mtown/2	2,541.12
Mtwn.Wtrwrks/3	9,885.93	Kwik.Trip/4	363.52
Neal, Corine/1	2.80	McAtee.Tire/4	1,305.45
Neave, Mia/1	46.00	Menards/43	1,719.06
ONE.SOURCE/5	76.00	Microbac Lab/1	122.00
Patton,Camille/1	26.00	Midland.Scienti/6	998.62
Plumb.Supply/1	121.31	Mini Melts of A/1	1,588.20
Ramirez,Valeria/1	11.00	MW Motor Supply/1	924.63
Rasmussen,Lynn/1	50.00	Napa.Auto/1	372.60
Reister, Scott/1	250.00	Norlab.Inc./2	283.00
Ruano, Francisc/1	13.00	Northern.Lights/6	3,973.05
Rurig, Ashley/1	51.00	Nutrien.Ag.Sol/1	446.88
SanDiegoHousing/1	50.13	Oreilly.Automot/1	752.33
Scharnweber.Wtr/1	27.00	QMG.Inc./1	170.51
SherwinWilliams/1	27.41	Racom.Corp/4	244.75
Stiegelmeier, C/1	10.00	SE.Jones.Indust/2	1,147.02
T.S.Y.S./2	491.42	ShoBiz,Minutema/2	180.76
V&V Mini Storag/1	420.00	Sign.Creations/1	102.50
Verizon.Wireles/2	122.41	SMI.Co/1	1,788.00
Wandering Creek/1	2,000.00	Spahn.Rose.Lmbr/1	30.62
Wickham,Michael/1	540.00	Strands/2	110.07
Wirth, Tammy/1	50.00	Thiesens.Supply/15	1,080.82
WW.Grainger/1	226.94	Vajgrt.R/1	15.00
Supplies/Parts		Van.Meter.Inc/1	1,016.00
Acco Unlimited/2	2,293.80	Vanwall Equip/2	297.78
Ack.Entprs/1	230.95	VARI Sales Corp/1	774.00
AdlandEngraving/2	53.15	Webb, Carol/1	397.95
Airgas.U.S.A./1	74.92	Witmer.Public.S/2	958.71
Arnold.Motor/3	176.52	Working Fire Fu/1	1,100.44
Atlantic.Bottli/1	635.74	Workspace/1	742.35
BDH/3	355.97	Worsfold, Kyle/1	115.00
BG.HVAC.INC/1	948.68	WW.Grainger/6	842.68
Bitumnous/4	2,538.74	Xcessories.Sqrd/1	711.54
Bobcat.Ames/1	722.52	Taxes Paid	
Browns.Shoe.Fit/1	99.99	IA.Treasurer/1	376.34
Carrico.Aq.Rs/1	900.89	Neal, Corine/1	0.47
Cessford.Constr/3	866.96	Travel/Training	
City.Laundering/6	240.74	FirstIntBank/15	2,147.68
Cntrl.IA.Farm/3	953.42	MGT of America/1	9,500.00
Consolidated.Wa/1	2,004.56	Utilities	
CTI Ready Mix/7	6,116.75	Alliant.Energy/65	54,479.65
Electric.Supply/2	21.40	I.R.U.A./1	172.54
Engineered Equi/1	7,246.00	Mtwn.Aviation/1	62.50
Fastenal.Co/1	19.30	Mtwn.Wtrwrks/8	1,153.14
FirstIntBank/123	22,275.08	WoodRiver.Enrgy/3	4,062.17
FIRSTNET.ATT/1	831.40	Wage Assignment	
Galls.LLC/4	682.24	American.Educa./1	64.41
Gervich.Sons/1	90.00	CityofIndianola/1	20.00
Gillig.LLC/3	1,035.58	Collection.Svs./5	1,228.86
Grimes.Asphalt/1	1,624.40		

BILL LIST 08/12/24

Colonial.Life/1	242.28
Fidelity.Securt/2	464.35
FirstIntBank/6	-11.52
I.M.W.C.A/1	13,859.00
I.R.S./6	101,499.86
IA.Treasurer/2	18,728.86
ICMA457Mission/11	18,582.46
Ordaz Cervan,Ra/1	25.00
TotalAdmin.Serv/8	14,157.02
Valles, Brenda/1	100.00
Worsfold, Kyle/1	94.00
Total/1197	1,473,462.51

Account Number	Vendor Name	Description (Item)	Amount
184.5030.5242.000	201 E Main MT LLC	rent assistance	\$ 313.00
184.5030.5242.000	201 E Main MT LLC	rent assistance	\$ 336.00
184.5030.5242.000	201 E Main MT LLC	rent assistance	\$ 339.00
184.5030.5242.000	201 E Main MT LLC	rent assistance	\$ 399.00
184.5030.5242.000	201 E Main MT LLC	rent assistance	\$ 108.00
184.5030.5242.000	201 E Main MT LLC	rent assistance	\$ 195.00
184.5030.5242.000	201 E Main MT LLC	rent assistance	\$ 319.00
184.5030.5242.000	201 E Main MT LLC	rent assistance	\$ 444.00
184.5030.5242.000	201 E Main MT LLC	rent assistance	\$ 273.00
184.5030.5242.000	201 E Main MT LLC	rent assistance	\$ 316.00
184.5030.5242.000	201 E Main MT LLC	rent assistance	\$ 631.00
184.5030.5242.000	201 E Main MT LLC	rent assistance	\$ 444.00
184.5030.5242.000	201 E Main MT LLC	rent assistance	\$ 459.00
184.5030.5242.000	6 Pack Properties LLC	rent assistance	\$ 767.00
001.4030.5342.000	AAA SEPTIC SERVICE INC	West End Park rental	\$ 175.00
001.4030.5342.000	AAA SEPTIC SERVICE INC	Mega 10 rentals	\$ 270.00
690.8050.5380.000	AAA SEPTIC SERVICE INC	August Rental by Fisher Comm Center	\$ 100.00
001.4045.5607.000	Acco Unlimited	Aquatic Center liquid chlorinating solution	\$ 1,320.20
001.4045.5607.000	Acco Unlimited	Aquatic Center liquid chlorinating solution	\$ 973.60
110.2010.5565.000	ACK ENTERPRISES	#23 Hyster new starter	\$ 230.95
184.5030.5242.000	ACKLEY HOUSING INC	rent assistance	\$ 83.00
184.5030.5242.000	ACKLEY HOUSING INC	rent assistance	\$ 177.00
184.5030.5242.000	ACKLEY HOUSING INC	rent assistance	\$ 149.00
184.5030.5242.000	ACKLEY HOUSING INC	rent assistance	\$ 276.00
184.5030.5242.000	ACKLEY HOUSING INC	rent assistance	\$ 107.00
184.5030.5242.000	ACKLEY HOUSING INC	rent assistance	\$ 215.00
184.5030.5242.000	ACKLEY HOUSING INC	rent assistance	\$ 206.00
001.6011.5600.000	Adland Engraving	Name plate Fonseca	\$ 11.95
001.6012.5600.000	Adland Engraving	Name plate and mount Webb	\$ 41.20
001.4030.5386.000	AG LIME TRUCKING & MOWING INC	Parks/ Street July contract mowings	\$ 1,180.00
001.4045.5386.000	AG LIME TRUCKING & MOWING INC	Parks/ Street July contract mowings	\$ 600.00
110.2010.5386.000	AG LIME TRUCKING & MOWING INC	Parks/ Street July contract mowings	\$ 1,140.00
001.6040.5236.000	Ahlens & Cooney	Labor relations	\$ 1,484.00
001.1050.5630.000	AIRGAS USA, LLC	Fire dept oxygen rental	\$ 74.92
110.2010.5380.000	AIRGAS USA, LLC	Street dept rentals	\$ 93.84
181.3040.5433.000	Alcaraz, Roberto	Lead Hazard reduction program	\$ 750.00
001.1030.5481.000	Alliant Energy	25 N Center St Civil Defense Sirens	\$ 100.00
001.1030.5481.000	Alliant Energy	Tornado siren	\$ 20.60
001.1099.5481.000	Alliant Energy	909 S 2nd St Fire & Police Bldg 6/24-7/25	\$ 10,275.80
001.1099.5482.000	Alliant Energy	909 S 2nd St Fire & Police Bldg	\$ 229.29
001.2020.5481.000	Alliant Energy	NE corner S 1st Ave / Church St parking lot	\$ 144.23
001.2080.5481.000	Alliant Energy	2651 170th St Runway lights	\$ 216.42
001.2080.5481.000	Alliant Energy	2651 170th St TEMP	\$ 561.21
001.4010.5481.000	Alliant Energy	Library - 105 W Boone St	\$ 4,799.11
001.4030.5481.000	Alliant Energy	311 E ANSON ST PARK	\$ 51.35
001.4030.5481.000	Alliant Energy	802 S 3rd St Skate Park	\$ 14.53
001.4030.5481.000	Alliant Energy	915 S 4th Ave Anson Park	\$ 24.13
001.4030.5481.000	Alliant Energy	108 N 2nd Ave Alley - Farmers Market	\$ 20.06
001.4030.5481.000	Alliant Energy	JUDGE PARK	\$ 20.38
001.4030.5481.000	Alliant Energy	HIGHLAND ACRES RD	\$ 30.80
001.4030.5481.000	Alliant Energy	Broadmore Assistance League	\$ 14.95
001.4030.5481.000	Alliant Energy	220 N 13th St Rest room 7/1-8/1	\$ 23.90
001.4030.5481.000	Alliant Energy	N 13th St 7/1-8/1	\$ 70.65
001.4030.5481.000	Alliant Energy	Arnolds Park 6/28-7/31	\$ 13.55
001.4030.5481.000	Alliant Energy	516 N 3rd St Elks Park 7/1-8/1	\$ 28.69
001.4030.5481.000	Alliant Energy	500 Plaza Hts Rd 6/28-7/29	\$ 40.72
001.4030.5481.000	Alliant Energy	407 Marion St 7/2-8/2	\$ 27.62
001.4030.5481.000	Alliant Energy	S 3rd Ave Kiwanis Park 6/27-7/30	\$ 41.90
001.4045.5481.000	Alliant Energy	Aquatic Center 6/24-7/25	\$ 7,774.50
001.4065.5481.000	Alliant Energy	10 W State St COLISEUM	\$ 5,595.56
001.4065.5482.000	Alliant Energy	10 W State St COLISEUM	\$ 52.54
001.6050.5481.000	Alliant Energy	24 N Center St Municipal Bldg	\$ 224.90
001.6051.5481.000	Alliant Energy	36 N Center St- Carnegie Bldg	\$ 1,085.81
001.6051.5482.000	Alliant Energy	36 N Center St- Carnegie Bldg	\$ 38.85
110.2010.5481.000	Alliant Energy	1600 S Center St irrigation system 6/27-7/30	\$ 22.73
110.2030.5481.000	Alliant Energy	407 Player St Bridge Light	\$ 62.40
110.2030.5481.000	Alliant Energy	17 N Center St metered	\$ 26.60

110.2030.5481.000 Alliant Energy	3098 Lincoln Way sign	\$	23.32
110.2030.5481.000 Alliant Energy	6 S 2nd St Alley	\$	36.00
110.2030.5481.000 Alliant Energy	36 W Main St alley	\$	37.19
110.2030.5481.000 Alliant Energy	106 S Center St metered	\$	34.97
110.2030.5481.000 Alliant Energy	220 E Main St alley	\$	39.96
110.2030.5481.000 Alliant Energy	404 1/2 S Center St Viaduct	\$	65.98
110.2030.5481.000 Alliant Energy	N Center St & Church St	\$	37.71
110.2030.5481.000 Alliant Energy	36 E Main St Alley	\$	33.29
110.2030.5481.000 Alliant Energy	120 E MAIN ST ALLEY	\$	40.65
110.2030.5481.000 Alliant Energy	MARKET ST BRIDGE LIGHTS	\$	60.52
110.2030.5481.000 Alliant Energy	S 6th Street 6/24-7/25	\$	43.50
110.2030.5481.000 Alliant Energy	MARSHALLTOWN CITY LIGHTS 6/25-7/26	\$	19,430.27
110.2030.5481.000 Alliant Energy	N 13th Street lights 7/1-8/1	\$	109.27
110.2030.5481.000 Alliant Energy	25 N 13th St 7/1-8/1	\$	56.54
110.2030.5481.000 Alliant Energy	207 W Main St 07/02-8/02	\$	41.01
110.2030.5481.000 Alliant Energy	1707 Laurel Dr Viaduct Light 6/24-7/25	\$	28.95
110.2040.5481.000 Alliant Energy	219 Westwood flashing lights	\$	20.60
110.2040.5481.000 Alliant Energy	E Anson St cnr 4th Ave	\$	20.60
110.2040.5481.000 Alliant Energy	5 N 5th St cnr State St	\$	20.60
110.2040.5481.000 Alliant Energy	E Anson St cnr 4th Ave	\$	61.12
110.2040.5481.000 Alliant Energy	S Center St cnr Boone St	\$	43.21
110.2040.5481.000 Alliant Energy	S CENTER ST CNR LINN	\$	35.34
110.2040.5481.000 Alliant Energy	S 3rd Ave cnr Linn St	\$	106.20
110.2040.5481.000 Alliant Energy	Westwood Dr cnr Center 6/27-7/30	\$	36.94
110.2040.5481.000 Alliant Energy	W Meadowlane cnr Center 6/26-7/29	\$	42.77
110.2040.5481.000 Alliant Energy	S Center St & South St 6/25-7/26	\$	42.30
110.2040.5481.000 Alliant Energy	S Center St cnr Anson 6/24-7/25	\$	66.78
110.2040.5481.000 Alliant Energy	W High St & S 6th St 6/24-7/25	\$	26.73
110.2040.5481.000 Alliant Energy	S Center St cnr Olive St 6/25-7/26	\$	50.52
110.2040.5481.000 Alliant Energy	S 6th St cnr Olive St 6/24-7/25	\$	34.94
142.4030.5481.000 Alliant Energy	800 S 6th St Softball Diamonds 6/24-7/25	\$	1,269.11
610.8016.5481.000 Alliant Energy	S 2nd St cnr Player 6/24-7/25	\$	568.27
610.8016.5481.000 Alliant Energy	N 22nd St 7/1-8/1	\$	206.26
610.8016.5481.000 Alliant Energy	S 12TH AVE CNR E MAIN 6/24-7/25	\$	54.45
999.1121.000 American Education Services	Wage Withholding	\$	64.41
001.1090.5331.000 Animal Rescue League	Contract -animals within city limits AUGUST	\$	7,210.67
001.1050.5600.000 Arnold Motor Supply	Fire 177 engine oils	\$	176.52
110.2010.5600.000 Arnold Motor Supply	Street dept vehicle lights	\$	(4.52)
110.2010.5600.000 Arnold Motor Supply	Street dept vehicle light bulbs	\$	4.52
184.5030.5242.000 Arrowhead Homes LLC	rent assistance	\$	306.00
181.3040.5290.000 Assured Partners Capital Inc	Pollution liability 8/1/24-8/1/25	\$	3,263.51
760.8080.5608.000 ATLANTIC BOTTLING CO	Aquatic Center concession resale	\$	635.74
740.8065.5342.000 Avery, Lars	Spring Treatment of retention pond	\$	5,880.00
001.4010.5342.000 B&G HVAC INC	Library RTU-1 service and freon	\$	534.00
140.4030.5611.000 B&G HVAC INC	Water meters-Little League, MFL Riverview	\$	948.68
610.8015.5410.000 B&G HVAC INC	repairs to WPCP breakroom AC	\$	425.00
184.5030.5242.000 Bahr, Larry	rent assistance	\$	766.00
610.8015.5980.000 Bainter, Elva	Sewer refund 2024 filled pool	\$	41.08
610.8015.5980.000 Barnard, Bob	Sewer refund 2024- filled pool	\$	36.01
184.5030.5242.000 Barnes, Lonnie	rent assistance	\$	263.00
001.1010.5347.000 BDH INFORMATION TECHNOLOGY LLC	PD Covert internet service	\$	79.34
001.1010.5347.000 BDH INFORMATION TECHNOLOGY LLC	Block time- 20hrs Police dept	\$	1,266.25
001.1010.5347.000 BDH INFORMATION TECHNOLOGY LLC	PD-4500 Veeam Backup & Recovery	\$	54.00
001.1075.5703.000 BDH INFORMATION TECHNOLOGY LLC	Monitors for Parking/ Nuisance position	\$	175.00
001.2020.5703.000 BDH INFORMATION TECHNOLOGY LLC	Monitors for Parking/ Nuisance position	\$	175.00
001.4010.5347.000 BDH INFORMATION TECHNOLOGY LLC	Block time- 10 hrs Library	\$	633.13
001.4030.5611.000 BDH INFORMATION TECHNOLOGY LLC	Public Works Facility WiFi/Camera Improvements	\$	5.97
001.6070.5347.000 BDH INFORMATION TECHNOLOGY LLC	Library remote monitoring & management	\$	135.00
001.6070.5347.000 BDH INFORMATION TECHNOLOGY LLC	Finance remote monitoring & mangement	\$	25.00
001.6070.5347.000 BDH INFORMATION TECHNOLOGY LLC	SIEM infrastructure device monitoring service	\$	650.00
001.6070.5347.000 BDH INFORMATION TECHNOLOGY LLC	SIEM server device monitoring service	\$	200.00
001.6070.5347.000 BDH INFORMATION TECHNOLOGY LLC	SentinelOne Singularity complete advanced EDR	\$	168.00
001.6070.5347.000 BDH INFORMATION TECHNOLOGY LLC	Block time - 50hrs General Fund	\$	3,165.62
001.6070.5347.000 BDH INFORMATION TECHNOLOGY LLC	Fire dept remote monitoring & mangement	\$	165.00
001.6070.5347.000 BDH INFORMATION TECHNOLOGY LLC	Parks remote monitoring & management	\$	30.00
001.6070.5347.000 BDH INFORMATION TECHNOLOGY LLC	Coliseum remote monitoring & management	\$	40.00
001.6070.5347.000 BDH INFORMATION TECHNOLOGY LLC	Housing remote monitoring & management	\$	65.00
001.6070.5347.000 BDH INFORMATION TECHNOLOGY LLC	Admin remote monitoring & management	\$	25.00

001.6070.5347.000 BDH INFORMATION TECHNOLOGY LLC	Aquatic Ctr remote monitoring & management	\$ 20.00
001.6070.5347.000 BDH INFORMATION TECHNOLOGY LLC	Standalone Advanced SPAM/virus emailing	\$ 175.00
001.6070.5347.000 BDH INFORMATION TECHNOLOGY LLC	Veeam Monthly subsc -Tyler users	\$ 198.00
001.6070.5347.000 BDH INFORMATION TECHNOLOGY LLC	City Council remote monitoring & management	\$ 20.00
001.6070.5347.000 BDH INFORMATION TECHNOLOGY LLC	City Hall remote monitoring & mangement	\$ 130.00
001.6070.5347.000 BDH INFORMATION TECHNOLOGY LLC	Police remote monitoring & mangement	\$ 400.00
110.2010.5347.000 BDH INFORMATION TECHNOLOGY LLC	PW-4500 Veeam Backup & recovery	\$ 18.00
110.2010.5347.000 BDH INFORMATION TECHNOLOGY LLC	PW remote monitoring & management	\$ 70.00
110.2010.5776.000 BDH INFORMATION TECHNOLOGY LLC	Public Works Facility WiFi/Camera Improvements	\$ 26.89
110.2060.5347.000 BDH INFORMATION TECHNOLOGY LLC	PW-4500 Veeam Backup & recovery	\$ 18.00
110.2060.5347.000 BDH INFORMATION TECHNOLOGY LLC	Engineering remote monitoring & mangement	\$ 95.00
610.8015.5347.000 BDH INFORMATION TECHNOLOGY LLC	WPCP 4500 Veeam Backup & recovery	\$ 18.00
610.8015.5347.000 BDH INFORMATION TECHNOLOGY LLC	WPCP remote monitoring & mangement	\$ 75.00
610.8015.5704.000 BDH INFORMATION TECHNOLOGY LLC	WPC FortiGate 1-Year Protection 06/27/24-6/29/25	\$ 691.87
690.8050.5347.000 BDH INFORMATION TECHNOLOGY LLC	Transit remote monitoring & management	\$ 15.00
690.8050.5776.000 BDH INFORMATION TECHNOLOGY LLC	Public Works Facility WiFi/Camera Improvements	\$ 26.89
881.1050.5230.000 BERNIE LOWE & ASSOC Inc	claims 11/2/21-6/12/24	\$ 344.23
881.1050.5339.000 BERNIE LOWE & ASSOC Inc	claims 11/2/21-6/12/24	\$ 2,667.06
110.2010.5617.000 Bitumnous Materials & Supply	emulsified asphalt	\$ 543.14
110.2010.5617.000 Bitumnous Materials & Supply	emulsified asphalt	\$ 500.42
110.2010.5617.000 Bitumnous Materials & Supply	emulsified asphalt	\$ 1,031.37
110.2010.5617.000 Bitumnous Materials & Supply	emulsified asphalt	\$ 463.81
184.5030.5242.000 BJ&J LLC	rent assistance	\$ 234.00
181.3040.5410.000 BLAKE, TOM	LEAD: 511 N 15th Ave July	\$ 3,300.00
181.3040.5415.000 BLAKE, TOM	HH: 511 N 15th Ave July	\$ 3,750.00
184.5030.5242.000 Blood, Alex	rent assistance	\$ 427.00
184.5030.5242.000 Blue Fund I	rent assistance	\$ 310.00
184.5030.5242.000 Blue Fund I	rent assistance	\$ 268.00
184.5030.5242.000 Blue Fund I	rent assistance	\$ 598.00
001.4030.5386.000 Bly, Josh	Parks and Sewer contract mowings	\$ 2,810.00
740.8067.5386.000 Bly, Josh	Parks and Sewer contract mowings	\$ 700.00
001.4030.5565.000 Bobcat of Ames	Parks mower tires	\$ 722.52
001.4030.5386.000 Bobs Lawn Care & Snow removal	Parks June contract mowings	\$ 1,920.00
001.4030.5386.000 Bobs Lawn Care & Snow removal	Parks July Contract mowings	\$ 1,470.00
142.4030.5386.000 Bobs Lawn Care & Snow removal	MSA June and July mowings	\$ 1,800.00
184.5030.5242.000 BOC Properties LLC	rent assistance	\$ 467.00
001.2060.5233.000 Bolton & Menk Inc	Survey/drafting wk in City Hall Park Lot 5/25-6/30	\$ 360.00
001.5040.5230.000 Bolton & Menk Inc	Outside P&Z Contract to help w vacancy 5/25-6/30	\$ 720.00
311.2012.5233.000 Bolton & Menk Inc	Edgewood St Extension 5/25/24-6/30/24	\$ 3,079.00
340.4030.5342.000 Bolton & Menk Inc	Trail Redesign	\$ 135.00
363.2012.5233.000 Bolton & Menk Inc	Professional Serv- State St Recon 5/25/24-6/30/24	\$ 42,433.50
364.2012.5233.000 Bolton & Menk Inc	Design & Bidding Dtnw Ph 2A & 2B 5/25/24-6/30/24	\$ 12,941.50
364.4030.5233.000 Bolton & Menk Inc	Water Plaza Construction Contract 6/8/24-6/30/24	\$ 25,708.50
364.4030.5233.000 Bolton & Menk Inc	Riverview Park Ph 1 Design and Eng 6/8/24-6/30/24	\$ 22,395.50
184.5030.5242.000 Borota, Kent	rent assistance	\$ 427.00
184.5030.5242.000 Borota, Kent	rent assistance	\$ 319.00
184.5030.5242.000 Brodin, Chris	rent assistance	\$ 76.00
184.5030.5242.000 Brown, Larry	rent assistance	\$ 341.00
001.1050.5132.000 BROWNS SHOE FIT CO	Fire dept employee shoes	\$ 99.99
184.5030.5242.000 Buchanan, Steven	rent assistance	\$ 259.00
184.5030.5242.000 Buckaroo LLC	rent assistance	\$ 521.00
184.5030.5242.000 Buckaroo LLC	rent assistance	\$ 482.00
110.2010.5342.000 CALHOUN-BURNS AND ASSOCIATES, INC	2023 Bridge Inspection 6/16/24-6/30/24	\$ 1,837.50
001.4045.5718.000 Carrico Aquatic Resources Inc	Stenner pump 85 MP5	\$ 900.89
001.4030.5565.000 CENTRAL IOWA FARM STORE INC	SRM Echoma display	\$ 26.99
110.2010.5565.000 CENTRAL IOWA FARM STORE INC	Street mower clutch plates	\$ 321.75
110.2010.5600.000 CENTRAL IOWA FARM STORE INC	Street dept cutter blades	\$ 604.68
184.5030.5242.000 CENTRAL IOWA RESIDENTIAL SERV INC	rent assistance	\$ 80.00
184.5030.5242.000 CENTRAL IOWA RESIDENTIAL SERV INC	rent assistance	\$ 20.00
184.5030.5242.000 CENTRAL IOWA RESIDENTIAL SERV INC	rent assistance	\$ 126.00
184.5030.5242.000 CENTRAL IOWA RESIDENTIAL SERV INC	rent assistance	\$ 86.00
184.5030.5242.000 CENTRAL IOWA RESIDENTIAL SERV INC	rent assistance	\$ 106.00
184.5030.5242.000 CENTRAL IOWA RESIDENTIAL SERV INC	rent assistance	\$ 88.00
001.1010.5342.000 Central Iowa Window Cleaning Services LLC	PD clean windows	\$ 1,563.00
110.2010.5620.000 CESSFORD CONSTRUCTION COMPANY	Street dept crushed rock	\$ 343.76
110.2010.5620.000 CESSFORD CONSTRUCTION COMPANY	Street dept crushed rock	\$ 342.75
110.2010.5620.000 CESSFORD CONSTRUCTION COMPANY	Street dept crushed rock	\$ 180.45
110.2010.5342.000 CITY LAUNDERING COMPANY	rug and towel cleaning and insurance	\$ 124.26

110.2010.5342.000 CITY LAUNDERING COMPANY	cleaning and insurance	\$ 23.30
110.2010.5342.000 CITY LAUNDERING COMPANY	cleaning and insurance	\$ 124.26
110.2010.5600.000 CITY LAUNDERING COMPANY	supplies	\$ 20.24
110.2010.5600.000 CITY LAUNDERING COMPANY	supplies	\$ 76.75
110.2010.5600.000 CITY LAUNDERING COMPANY	supplies	\$ 20.24
690.8050.5132.000 CITY LAUNDERING COMPANY	Transit dept - uniform cleaning	\$ 41.17
690.8050.5132.000 CITY LAUNDERING COMPANY	Transit dept - uniform cleaning	\$ 41.17
690.8050.5132.000 CITY LAUNDERING COMPANY	Transit dept - uniform cleaning	\$ 41.17
999.1166.000 City of Indianola	Payment collection to be held for Indianola	\$ 20.00
001.6070.5347.000 CivicPlus Inc	NotifyMe text fee for website 6/20/24-4/09/25	\$ 763.12
001.6012.5230.000 CKendall Consulting LLC	Consulting 7/1/24-7/31/24	\$ 12,750.00
184.5030.5246.000 Clark, Nicolynne	rent assistance	\$ 68.00
001.1075.5261.000 Cline, Troy	405 E Main St 30 tires to landfill	\$ 230.00
001.1075.5261.000 Cline, Troy	Landfill fee	\$ 450.00
001.1075.5263.000 Cline, Troy	Nuisance Abatement - Mowing/Trimming	\$ 1,045.00
001.1075.5263.000 Cline, Troy	Nuisance Properties - City Acquired - Mowing	\$ 720.00
001.1075.5263.000 Cline, Troy	Nuisance Abatement - Mowing/Trimming	\$ 65.00
184.5030.5242.000 Clock Tower Senior LP	rent assistance	\$ 673.00
184.5030.5242.000 Clock Tower Senior LP	rent assistance	\$ 341.00
184.5030.5242.000 Clock Tower Senior LP	rent assistance	\$ 388.00
184.5030.5242.000 Clock Tower Senior LP	rent assistance	\$ 211.00
184.5030.5242.000 Clock Tower Senior LP	rent assistance	\$ 244.00
184.5030.5242.000 Clock Tower Senior LP	rent assistance	\$ 613.00
184.5030.5242.000 CMHC Investments LLC	rent assistance	\$ 208.00
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
999.1121.000 COLLECTION SERVICES CENTER	Child Support	\$ 139.77
999.1121.000 COLLECTION SERVICES CENTER	Child Support	\$ 423.86
999.1133.000 COLONIAL LIFE	COLONIAL LIFE INSURANCE	\$ 242.28
610.8015.5600.000 CONSOLIDATED WATER SOLUTIONS	Polymer for DAF	\$ 2,004.56
311.2012.5233.000 CONSTRUCT INC	STR19003 Edgewood St Ext 12/1/23-6/28/24	\$ 48,585.85
001.1075.5230.000 Cottingham & Butler Insurance Services Inc	code enforcement & parking	\$ 137.50
001.2020.5230.000 Cottingham & Butler Insurance Services Inc	code enforcement & parking	\$ 137.50
884.7010.5337.000 Covenant Workplace Solutions	August EAP services	\$ 419.90
001.1099.5410.000 Crescent Electric Supply Co	Exterior light pole base cover	\$ 102.98
001.1099.5410.000 Crescent Electric Supply Co	P&F Bldg light pole base freight	\$ 18.99
184.5030.5242.000 Crestview Apts LLC	rent assistance	\$ 287.00
184.5030.5242.000 Crestview Apts LLC	rent assistance	\$ 429.00
184.5030.5242.000 Crestview Apts LLC	rent assistance	\$ 427.00
184.5030.5242.000 Crestview Apts LLC	rent assistance	\$ 431.00
184.5030.5242.000 Crestview Apts LLC	rent assistance	\$ 650.00
184.5030.5242.000 Crestview Apts LLC	rent assistance	\$ 339.00
184.5030.5242.000 Crestview Apts LLC	rent assistance	\$ 436.00
184.5030.5242.000 Crestview Apts LLC	rent assistance	\$ 201.00
184.5030.5242.000 Crestview Apts LLC	rent assistance	\$ 451.00
184.5030.5242.000 Crestview Apts LLC	rent assistance	\$ 262.00
184.5030.5242.000 Crestview Apts LLC	rent assistance	\$ 475.00
184.5030.5242.000 Crestview Apts LLC	rent assistance	\$ 431.00
184.5030.5242.000 Crestview Apts LLC	rent assistance	\$ 437.00
184.5030.5242.000 Crestview Apts LLC	rent assistance	\$ 421.00
184.5030.5242.000 Crestview Apts LLC	rent assistance	\$ 302.00
184.5030.5242.000 Crestview Apts LLC	rent assistance	\$ 144.00
184.5030.5242.000 Crestview Apts LLC	rent assistance	\$ 427.00
184.5030.5242.000 Crestview Apts LLC	rent assistance	\$ 427.00
184.5030.5242.000 Crestview Apts LLC	rent assistance	\$ 431.00
184.5030.5242.000 Crestview Apts LLC	rent assistance	\$ 204.00
184.5030.5242.000 Crestview Apts LLC	rent assistance	\$ 282.00
184.5030.5242.000 Crestview Apts LLC	rent assistance	\$ 359.00
001.1050.5151.000 Critical Hire PLC	MMPI-3 follow up evaluation	\$ 200.00
355.1075.5600.000 CTI Ready Mix Inc	sidewalk of D&D property & storm sewer repair	\$ 690.30
363.2010.5617.000 CTI Ready Mix Inc	Bailey Dr Street repairs	\$ 2,212.50
363.2010.5617.000 CTI Ready Mix Inc	Street repairs Leeland Crt @ Joan Terrace	\$ 1,126.25
740.8065.5600.000 CTI Ready Mix Inc	sidewalk of D&D property & storm sewer repair	\$ 371.70
740.8065.5600.000 CTI Ready Mix Inc	6th/ May St storm sewer catch basin rebuild	\$ 542.50
740.8065.5600.000 CTI Ready Mix Inc	6th / May St storm sewer repair	\$ 454.00
740.8065.5600.000 CTI Ready Mix Inc	6th/ May St storm sewer repair	\$ 719.50
184.5030.5242.000 D & D RENTALS INC	rent assistance	\$ 415.00

184.5030.5242.000 D & D RENTALS INC	rent assistance	\$ 767.00
184.5030.5242.000 D & D RENTALS INC	rent assistance	\$ 139.00
184.5030.5242.000 D & D RENTALS INC	rent assistance	\$ 559.00
184.5030.5242.000 D & D RENTALS INC	rent assistance	\$ 412.00
184.5030.5242.000 Daters, Toni Rae	rent assistance	\$ 451.00
184.5030.5980.000 Dept of Health and Human Services	Return interest Dept of Hlousing & Urban Dev IA125	\$ 22.17
184.5030.5246.000 Dines, Heather	rent assistance	\$ 13.00
184.5030.5242.000 do not use Gonzales, Gilbert #2	rent assistance	\$ 55.00
184.5030.5242.000 Double D Enterprise	rent assistance	\$ 374.00
184.5030.5242.000 Double D Enterprise	rent assistance	\$ 850.00
184.5030.5242.000 Douglas Terrace Apartments LLC	rent assistance	\$ 725.00
184.5030.5242.000 Douglas Terrace Apartments LLC	rent assistance	\$ 700.00
184.5030.5242.000 Ecklor, Shane	rent assistance	\$ 897.00
184.5030.5232.000 EIDEBAILLY LLP	FY23 Sec. 8 HUD REAC submission	\$ 1,500.00
110.2010.5410.000 ELECTRIC SUPPLY OF MARSHALLTOWN	Salt bin overhead door repairs	\$ 87.27
110.2030.5718.000 ELECTRIC SUPPLY OF MARSHALLTOWN	Utility tools for employees	\$ 10.70
110.2040.5718.000 ELECTRIC SUPPLY OF MARSHALLTOWN	Utility tools for employees	\$ 10.70
184.5030.5242.000 ELWAYNE INC	rent assistance	\$ 499.00
184.5030.5242.000 ELWAYNE INC	rent assistance	\$ 147.00
184.5030.5242.000 ELWAYNE INC	rent assistance	\$ 214.00
610.8015.5718.000 Engineered Equipment Solutions LLC	UV lamps and sleeves	\$ 7,246.00
001.6020.5344.000 EO Johnson Co Inc	Contract overage 4/19-7/18/24	\$ 129.69
184.5030.5242.000 EPC LLC	rent assistance	\$ 24.00
184.5030.5242.000 EPC LLC	rent assistance	\$ 296.00
184.5030.5242.000 EPC LLC	rent assistance	\$ 291.00
184.5030.5242.000 EPC LLC	rent assistance	\$ 296.00
001.5040.5347.000 ESRI INC	2024/2025 ESRI Software Licenses 11/01/24-10/31/25	\$ 825.00
110.2010.5347.000 ESRI INC	2024/2025 ESRI Software Licenses 11/01/24-10/31/25	\$ 400.00
110.2060.5347.000 ESRI INC	2024/2025 ESRI Software Licenses 11/01/24-10/31/25	\$ 1,525.00
610.8016.5347.000 ESRI INC	2024/2025 ESRI Software Licenses 11/01/24 - 10/31/	\$ 2,295.00
740.8065.5347.000 ESRI INC	2024/2025 ESRI Software Licenses 11/01/24-10/31/25	\$ 1,530.00
184.5030.5242.000 Etter, William	rent assistance	\$ 650.00
184.5030.5242.000 Eubanks, Chad	rent assistance	\$ 303.00
110.2010.5132.000 FASTENAL COMPANY	Street dept gloves	\$ 19.30
181.3040.5410.000 FEXSTEVE LIMITED CO	Lead Hazard Reduction Program 507 W South St	\$ 1,250.00
181.3040.5415.000 FEXSTEVE LIMITED CO	HH: Lead Hazard Reduction Program 507 W South	\$ 14,300.00
999.1125.000 FIDELITY SECURITY LIFE INSURANCE CO	VISION INSURANCE	\$ 137.05
999.1125.000 FIDELITY SECURITY LIFE INSURANCE CO	VISION INSURANCE	\$ 327.30
001.1010.4875.000 First Interstate Bank	Credit card rebates June 2023-May 2024	\$ (950.75)
001.1010.4875.000 First Interstate Bank	bank/vendor savings program	\$ (0.55)
001.1010.5132.000 First Interstate Bank	PATROL CLOTHING	\$ 62.90
001.1010.5132.000 First Interstate Bank	NEW OFFICER CLOTHING	\$ 21.82
001.1010.5132.000 First Interstate Bank	PATROL GEAR	\$ 91.00
001.1010.5230.000 First Interstate Bank	INTEL REQUESTS	\$ 75.00
001.1010.5280.000 First Interstate Bank	MEMBERSHIP FEE	\$ 35.00
001.1010.5280.000 First Interstate Bank	MEMBERSHIP FEE	\$ 35.00
001.1010.5360.000 First Interstate Bank	SHIPPING	\$ 14.74
001.1010.5360.000 First Interstate Bank	SHIPPING	\$ 15.63
001.1010.5360.000 First Interstate Bank	POSTAGE	\$ 19.99
001.1010.5370.000 First Interstate Bank	BUSINESS CARDS	\$ 34.98
001.1010.5370.000 First Interstate Bank	BUSINESS CARDS	\$ 48.98
001.1010.5370.000 First Interstate Bank	BUSINESS CARDS	\$ 46.98
001.1010.5410.000 First Interstate Bank	CAR WASH	\$ 10.00
001.1010.5460.000 First Interstate Bank	TRAINING REGISTRATION	\$ 795.00
001.1010.5460.000 First Interstate Bank	MEETING REGISTRATION	\$ 70.00
001.1010.5460.000 First Interstate Bank	TRAINING REGISTRATION	\$ 250.00
001.1010.5460.000 First Interstate Bank	TRAINING REGISTRATION	\$ 724.00
001.1010.5460.000 First Interstate Bank	TRAINING REGISTRATION	\$ 724.00
001.1010.5460.000 First Interstate Bank	TRAINING REGISTRATION	\$ 489.00
001.1010.5460.000 First Interstate Bank	TRAINING REGISTRATION	\$ 571.34
001.1010.5464.000 First Interstate Bank	MEAL DURING TRAINING	\$ 10.00
001.1010.5464.000 First Interstate Bank	MEAL DURING TRAINING	\$ 8.06
001.1010.5464.000 First Interstate Bank	MEAL DURING TRAINING	\$ 10.00
001.1010.5464.000 First Interstate Bank	MEAL DURING TRAINING	\$ 10.00
001.1010.5464.000 First Interstate Bank	MEAL DURING TRAINING	\$ 10.00
001.1010.5464.000 First Interstate Bank	MEAL DURING TRAINING	\$ 10.00
001.1010.5465.000 First Interstate Bank	Hancock House Incident Safety officer conference	\$ 212.80
001.1010.5465.000 First Interstate Bank	HOTEL DURING TRAINING	\$ 487.92

001.1010.5465.000 First Interstate Bank	HOTEL DURING TRAINING	\$	407.67
001.1010.5465.000 First Interstate Bank	HOTEL DURING TRAINING	\$	407.67
001.1010.5570.000 First Interstate Bank	FUEL DURING MEETING	\$	39.07
001.1010.5600.000 First Interstate Bank	Kwik Star bug repellent	\$	9.62
001.1010.5600.000 First Interstate Bank	BIKE PATROL GEAR	\$	123.88
001.1010.5600.000 First Interstate Bank	PATROL/SWAT BATTERIES	\$	122.84
001.1010.5600.000 First Interstate Bank	JANITOR SUPPLIES	\$	83.64
001.1010.5600.000 First Interstate Bank	CRIME SCENE TECH SUPPLIES	\$	381.43
001.1010.5600.000 First Interstate Bank	RECLINER COVER	\$	40.18
001.1010.5600.000 First Interstate Bank	DRONE REPAIR PART	\$	39.53
001.1010.5600.000 First Interstate Bank	PATROL FIRST AID SUPPLIES	\$	33.52
001.1010.5600.000 First Interstate Bank	GRADUATION TICKET	\$	39.00
001.1010.5600.000 First Interstate Bank	GRADUATION TICKET	\$	39.00
001.1010.5600.000 First Interstate Bank	JANITOR SUPPLIES	\$	228.01
001.1010.5600.000 First Interstate Bank	JANITOR SUPPLIES	\$	27.96
001.1010.5600.000 First Interstate Bank	CLEANING SUPPLIES	\$	23.04
001.1010.5605.000 First Interstate Bank	INK CARTRIDGE	\$	43.89
001.1010.5703.000 First Interstate Bank	HARD DRIVE	\$	105.00
001.1050.4875.000 First Interstate Bank	Credit card point disbursements	\$	(152.39)
001.1050.5132.000 First Interstate Bank	Amazon Fire dept badges	\$	47.50
001.1050.5450.000 First Interstate Bank	Firstnet ATT Fire dept cell services	\$	572.95
001.1050.5600.000 First Interstate Bank	Fareway Fire dept gatorades	\$	29.45
001.1070.4875.000 First Interstate Bank	Credit card point disbursements	\$	(1.15)
001.1071.4875.000 First Interstate Bank	Credit card point disbursements	\$	(12.72)
001.1071.5360.000 First Interstate Bank	Postage stamps	\$	25.84
001.1071.5360.000 First Interstate Bank	Endicia postage	\$	100.00
001.1075.4875.000 First Interstate Bank	Credit card point disbursements	\$	(29.68)
001.1075.5360.000 First Interstate Bank	Endicia postage	\$	100.00
001.1075.5360.000 First Interstate Bank	Endicia online postage fee	\$	9.95
001.1075.5450.000 First Interstate Bank	Nusiance iPad	\$	37.47
001.1099.4875.000 First Interstate Bank	Credit card point disbursements	\$	(25.27)
001.2080.4875.000 First Interstate Bank	Credit card point disbursements	\$	(7.05)
001.4010.4875.000 First Interstate Bank	Credit card point disbursements	\$	(374.83)
001.4010.5280.000 First Interstate Bank	5-year domain renewal	\$	2,161.93
001.4010.5342.000 First Interstate Bank	shredding services	\$	55.13
001.4010.5342.000 First Interstate Bank	shredding services	\$	55.13
001.4010.5343.000 First Interstate Bank	contract program - AdventurePass	\$	250.00
001.4010.5410.000 First Interstate Bank	Amazon Library flag pole light	\$	87.95
001.4010.5410.000 First Interstate Bank	LEDMYPLACE.COM- light bulbs for Library	\$	119.70
001.4010.5450.000 First Interstate Bank	AT&T charges	\$	33.52
001.4010.5450.000 First Interstate Bank	internet	\$	135.14
001.4010.5450.000 First Interstate Bank	bookmobile phone & internet	\$	169.80
001.4010.5600.000 First Interstate Bank	audio visual cable	\$	5.99
001.4010.5600.000 First Interstate Bank	desolving solution	\$	11.49
001.4010.5600.000 First Interstate Bank	Amazon - flags for Library	\$	67.88
001.4010.5601.000 First Interstate Bank	program supplies - Taco Cat game	\$	9.84
001.4010.5601.000 First Interstate Bank	program supplies - aluminum foil sheets	\$	12.99
001.4010.5605.000 First Interstate Bank	office supplies- monthly planner	\$	7.99
001.4010.5605.000 First Interstate Bank	office supplies - bottled water	\$	16.50
001.4010.5605.000 First Interstate Bank	office supplies- circulating fan	\$	17.99
001.4010.5605.000 First Interstate Bank	office supplies - bottled water	\$	31.70
001.4010.5731.000 First Interstate Bank	Book Page subscription	\$	414.00
001.4010.5731.000 First Interstate Bank	Des Moines Register subscription	\$	796.82
001.4030.4875.000 First Interstate Bank	Credit card point disbursements	\$	(119.60)
001.4030.5251.000 First Interstate Bank	License & Permits - CDL Instruction Permit	\$	13.50
001.4030.5565.000 First Interstate Bank	Vehicle Maintenance Supply - Mower parts	\$	76.98
001.4030.5565.000 First Interstate Bank	Vehicle Maintenance Supply - Tires	\$	210.00
001.4040.4875.000 First Interstate Bank	Credit card point disbursements	\$	(4.64)
001.4040.5600.000 First Interstate Bank	Operating Supplies - Card Print Ribbon	\$	180.00
001.4040.5600.000 First Interstate Bank	Operating Supplies -	\$	16.63
001.4040.5600.000 First Interstate Bank	Operating Supplies - Printing Ribbon	\$	122.00
001.4040.5600.000 First Interstate Bank	Operating Supplies - Printing Ribbon	\$	56.30
001.4041.4875.000 First Interstate Bank	Credit card point disbursements	\$	(311.30)
001.4041.5357.000 First Interstate Bank	Admission - Day Camp	\$	385.00
001.4041.5357.000 First Interstate Bank	Admission - Day Camp	\$	190.00
001.4041.5357.000 First Interstate Bank	Admission - Day Camp	\$	580.00
001.4041.5600.000 First Interstate Bank	Operating Supplies	\$	79.94
001.4041.5600.000 First Interstate Bank	Operating Supplies - Day Camp	\$	144.16

001.4041.5601.000 First Interstate Bank	Program Supplies - Day Camp	\$ 203.97
001.4041.5601.000 First Interstate Bank	Program Supply - water bottles	\$ (67.99)
001.4041.5601.000 First Interstate Bank	Program Supply - water bottles	\$ 61.19
001.4041.5601.000 First Interstate Bank	Program Supplies - Day Camps	\$ 139.07
001.4041.5601.000 First Interstate Bank	Program Supplies - Day Camps	\$ 139.06
001.4041.5601.000 First Interstate Bank	Program Supplies - Day Camps	\$ 525.84
001.4041.5601.000 First Interstate Bank	Program Supplies - Day Camps	\$ 58.83
001.4041.5601.000 First Interstate Bank	Program Supplies - Day Camps	\$ 58.83
001.4045.4875.000 First Interstate Bank	Credit card point disbursements	\$ (161.16)
001.4045.5600.000 First Interstate Bank	Operating Supplies - Lifeguards	\$ 56.64
001.4045.5600.000 First Interstate Bank	Operating Supplies - Aquatic Center	\$ 39.99
001.4045.5600.000 First Interstate Bank	Operating Supplies	\$ 74.55
001.4045.5600.000 First Interstate Bank	Program Supply - water bottles	\$ 66.77
001.4045.5600.000 First Interstate Bank	Operating Supplies - Folding Cart	\$ 41.99
001.4045.5600.000 First Interstate Bank	Operating Supplies - Lifeguards	\$ 1,164.02
001.4045.5600.000 First Interstate Bank	Operating Supplies - Lifeguards	\$ 1,646.11
001.4045.5600.000 First Interstate Bank	Whistles & Lanyards	\$ 216.04
001.4045.5600.000 First Interstate Bank	Operating Supplies - Lifeguards	\$ 92.34
001.4045.5613.000 First Interstate Bank	Merchandise for Resale-Pool (padlocks, diapers)	\$ 69.99
001.4065.4875.000 First Interstate Bank	Credit card point disbursements	\$ (141.19)
001.5010.4875.000 First Interstate Bank	Credit card point disbursements	\$ (4.24)
001.5040.4875.000 First Interstate Bank	Credit card point disbursements	\$ (5.60)
001.5040.5605.000 First Interstate Bank	Amazon - P&Z AA batteries	\$ 17.23
001.6010.4875.000 First Interstate Bank	Credit card point disbursements	\$ (7.32)
001.6012.4875.000 First Interstate Bank	Credit card point disbursements	\$ (51.57)
001.6012.5605.000 First Interstate Bank	Staples - office supplies	\$ 73.61
001.6020.4875.000 First Interstate Bank	Credit card point disbursements	\$ (101.33)
001.6021.4875.000 First Interstate Bank	Credit card point disbursements	\$ (38.10)
001.6021.5230.000 First Interstate Bank	GFOA FY23 COA filing review for achievement award	\$ 530.00
001.6021.5360.000 First Interstate Bank	Postage stamps	\$ 382.16
001.6025.4875.000 First Interstate Bank	Credit card point disbursements	\$ (31.53)
001.6030.4875.000 First Interstate Bank	Credit card point disbursements	\$ (5.21)
001.6050.4875.000 First Interstate Bank	Credit card point disbursements	\$ (23.20)
001.6050.5600.000 First Interstate Bank	Tri State lock keys for buildings	\$ 6.00
001.6050.5600.000 First Interstate Bank	Tri State lock keys for buildings	\$ 6.00
001.6051.4875.000 First Interstate Bank	Credit card point disbursements	\$ (14.55)
030.1010.4875.000 First Interstate Bank	Credit card point disbursements	\$ (41.07)
030.4010.5732.000 First Interstate Bank	refund for damaged item	\$ (21.48)
030.4010.5732.000 First Interstate Bank	refund for gross book	\$ (18.76)
030.4010.5732.000 First Interstate Bank	refund never arrived	\$ (4.95)
030.4010.5732.000 First Interstate Bank	juvenile books	\$ 5.99
030.4010.5732.000 First Interstate Bank	lost and replaced books	\$ 7.23
030.4010.5732.000 First Interstate Bank	juvenile books	\$ 9.48
030.4010.5732.000 First Interstate Bank	lost and replaced books	\$ 9.58
030.4010.5732.000 First Interstate Bank	lost and replaced books	\$ 10.35
030.4010.5732.000 First Interstate Bank	lost and replaced books	\$ 10.53
030.4010.5732.000 First Interstate Bank	lost and replaced books	\$ 10.72
030.4010.5732.000 First Interstate Bank	juvenile books	\$ 10.99
030.4010.5732.000 First Interstate Bank	juvenile books	\$ 11.69
030.4010.5732.000 First Interstate Bank	juvenile books	\$ 11.78
030.4010.5732.000 First Interstate Bank	adult fiction books	\$ 11.89
030.4010.5732.000 First Interstate Bank	lost and replaced books	\$ 12.10
030.4010.5732.000 First Interstate Bank	large-type books	\$ 12.89
030.4010.5732.000 First Interstate Bank	juvenile books	\$ 12.95
030.4010.5732.000 First Interstate Bank	large-type books	\$ 13.69
030.4010.5732.000 First Interstate Bank	lost and replaced books	\$ 13.74
030.4010.5732.000 First Interstate Bank	juvenile books	\$ 13.97
030.4010.5732.000 First Interstate Bank	juvenile books	\$ 13.98
030.4010.5732.000 First Interstate Bank	lost and replaced books	\$ 14.55
030.4010.5732.000 First Interstate Bank	juvenile books	\$ 14.95
030.4010.5732.000 First Interstate Bank	juvenile books	\$ 15.19
030.4010.5732.000 First Interstate Bank	lost and replaced books	\$ 15.22
030.4010.5732.000 First Interstate Bank	lost and replaced books	\$ 15.39
030.4010.5732.000 First Interstate Bank	large-type books	\$ 17.61
030.4010.5732.000 First Interstate Bank	lost and replaced books	\$ 18.76
030.4010.5732.000 First Interstate Bank	lost and replaced books	\$ 18.99
030.4010.5732.000 First Interstate Bank	adult fiction books	\$ 19.49
030.4010.5732.000 First Interstate Bank	juvenile books	\$ 19.94

030.4010.5732.000 First Interstate Bank	adult fiction books	\$ 21.48
030.4010.5732.000 First Interstate Bank	adult fiction books	\$ 26.77
030.4010.5732.000 First Interstate Bank	large-type books	\$ 29.00
030.4010.5732.000 First Interstate Bank	adult fiction books	\$ 29.96
030.4010.5732.000 First Interstate Bank	large-type books	\$ 31.47
030.4010.5732.000 First Interstate Bank	juvenile books	\$ 32.05
030.4010.5732.000 First Interstate Bank	adult fiction books	\$ 40.96
030.4010.5732.000 First Interstate Bank	lost and replaced books	\$ 46.04
030.4010.5732.000 First Interstate Bank	juvenile books	\$ 62.35
030.4010.5732.000 First Interstate Bank	adult fiction books	\$ 79.00
030.4010.5732.000 First Interstate Bank	lost and replaced books	\$ 103.46
030.4010.5732.000 First Interstate Bank	juvenile books	\$ 111.90
030.4010.5732.000 First Interstate Bank	adult fiction books	\$ 168.99
110.2010.4875.000 First Interstate Bank	Credit card point disbursements	\$ (170.16)
110.2010.5450.000 First Interstate Bank	Street dept -Mechanic and Sign Shop iPads	\$ 82.54
110.2010.5450.000 First Interstate Bank	Vierzon Street & Sewer dept	\$ 51.79
110.2010.5718.000 First Interstate Bank	Black shelving, racing jack, wheel chock	\$ 504.92
110.2010.5718.000 First Interstate Bank	Epoxy gun-install traffic signal pucks	\$ (36.99)
110.2030.4875.000 First Interstate Bank	Credit card point disbursements	\$ (12.57)
110.2040.4875.000 First Interstate Bank	Credit card point disbursements	\$ (27.56)
110.2040.5450.000 First Interstate Bank	Utility dept	\$ 61.90
110.2040.5718.000 First Interstate Bank	Amazon Epoxy gun-install traffic signal pucks	\$ 36.99
110.2050.4875.000 First Interstate Bank	Credit card point disbursements	\$ (5.21)
110.2060.4875.000 First Interstate Bank	Credit card point disbursements	\$ (41.82)
110.2060.5450.000 First Interstate Bank	PW GIS	\$ 10.49
110.2060.5450.000 First Interstate Bank	Engineering-GPS, Heather, Bateman, JetPak	\$ 172.34
121.1010.4875.000 First Interstate Bank	Credit card point disbursements	\$ (22.98)
140.4030.4875.000 First Interstate Bank	Credit card point disbursements	\$ (152.03)
140.4030.5450.000 First Interstate Bank	Communication-Internet	\$ 169.95
140.4030.5609.000 First Interstate Bank	Plant Material	\$ 655.92
140.4030.5611.000 First Interstate Bank	Folding Tables	\$ 2,401.29
142.4030.4875.000 First Interstate Bank	Credit card point disbursements	\$ (6.51)
153.1010.4875.000 First Interstate Bank	Credit card point disbursements	\$ (222.64)
153.1010.5600.000 First Interstate Bank	HyVee ice and water	\$ 5.99
153.1010.5600.000 First Interstate Bank	HyVee ice and water	\$ 19.46
153.1010.5600.000 First Interstate Bank	DONATED HOSPITALITY	\$ 54.54
153.1010.5600.000 First Interstate Bank	DONATED HOSPITALITY	\$ 38.50
153.1010.5600.000 First Interstate Bank	DONATED HOSPITALITY	\$ 80.25
156.1050.4875.000 First Interstate Bank	Credit card point disbursements	\$ (57.13)
170.4010.4875.000 First Interstate Bank	Credit card point disbursements	\$ (94.81)
170.4010.5450.000 First Interstate Bank	Hotspots for library	\$ 400.10
170.4010.5732.000 First Interstate Bank	DVDs	\$ (7.27)
170.4010.5732.000 First Interstate Bank	DVDs	\$ 3.74
170.4010.5732.000 First Interstate Bank	DVDs	\$ 7.27
170.4010.5732.000 First Interstate Bank	DVDs	\$ 14.95
177.1010.4875.000 First Interstate Bank	Credit card point disbursements	\$ (46.63)
181.3040.4875.000 First Interstate Bank	Credit card point disbursements	\$ (22.34)
184.5030.4875.000 First Interstate Bank	Credit card point disbursements	\$ (59.58)
184.5030.5360.000 First Interstate Bank	Endicia postage	\$ 100.00
189.3040.4875.000 First Interstate Bank	Credit card point disbursements	\$ (22.13)
312.2080.4875.000 First Interstate Bank	Credit card point disbursements	\$ (2.08)
341.5010.4875.000 First Interstate Bank	Credit card point disbursements	\$ (2.86)
355.1075.4875.000 First Interstate Bank	Credit card point disbursements	\$ (0.20)
363.4030.4875.000 First Interstate Bank	Credit card point disbursements	\$ (35.90)
610.8015.4875.000 First Interstate Bank	Credit card point disbursements	\$ (558.48)
610.8015.4875.000 First Interstate Bank	Caseys vendor rebate	\$ (1.00)
610.8015.5132.000 First Interstate Bank	Browns shoes- WPCP employee boots	\$ 175.50
610.8015.5251.000 First Interstate Bank	IA DNR Fees -methane flare construction permit	\$ 396.16
610.8015.5344.000 First Interstate Bank	Controlled Access liftmaster subscription	\$ 39.50
610.8015.5360.000 First Interstate Bank	USPS priority mail to Newton IA	\$ 13.95
610.8015.5360.000 First Interstate Bank	USPS priority mail to Newton IA	\$ 13.35
610.8015.5410.000 First Interstate Bank	Scooters- tire repair	\$ 20.79
610.8015.5450.000 First Interstate Bank	WPCP operator line and cell phone	\$ 104.80
610.8015.5450.000 First Interstate Bank	July 2024 Mediacom online WPCP	\$ 75.00
610.8015.5460.000 First Interstate Bank	WEFTEC 2024 Conf registration fee	\$ 130.00
610.8015.5461.000 First Interstate Bank	Expedia - Ranson- WEFTEC conference	\$ 197.96
610.8015.5461.000 First Interstate Bank	Expedia - Ranson- WEFTEC conference	\$ 37.33
610.8015.5461.000 First Interstate Bank	Expedia - Ranson- WEFTEC conference	\$ 20.95

610.8015.5465.000	First Interstate Bank	Graduate hotel-	\$	292.32
610.8015.5565.000	First Interstate Bank	NAPA freon for skidloader	\$	44.99
610.8015.5600.000	First Interstate Bank	Menards WPCP bathroom remodel supplies	\$	230.29
610.8015.5600.000	First Interstate Bank	Sherwin Williams WPCP bathroom remodel supplies	\$	70.86
610.8015.5600.000	First Interstate Bank	Sherwin Williams epoxy for air lines	\$	315.86
610.8015.5600.000	First Interstate Bank	Menards WPCP bathroom ceiling and Tide	\$	86.74
610.8015.5600.000	First Interstate Bank	Menards PVC cement, dead blow hammers	\$	40.08
610.8015.5600.000	First Interstate Bank	Grainger belts for digester mixers	\$	115.46
610.8015.5600.000	First Interstate Bank	Sherwin Williams epoxy paint	\$	629.84
610.8015.5600.000	First Interstate Bank	Amazon WPCP toilet Mens locker room	\$	384.00
610.8015.5600.000	First Interstate Bank	Central IA Farm batwing mower parts	\$	242.83
610.8015.5600.000	First Interstate Bank	WPCP nuts and bolts	\$	14.15
610.8015.5600.000	First Interstate Bank	Menards epoxy putty and sealant	\$	18.96
610.8015.5600.000	First Interstate Bank	Theisens - bolts	\$	2.40
610.8015.5600.000	First Interstate Bank	Menards waterproof paint	\$	39.79
610.8015.5600.000	First Interstate Bank	Theisens - bolts	\$	2.53
610.8015.5600.000	First Interstate Bank	Menards- batteries, ext cord, dish wand refill	\$	123.61
610.8015.5603.000	First Interstate Bank	NCL of Wisconsin - glass fiber filters	\$	611.20
610.8015.5603.000	First Interstate Bank	NCL of Wisconsin digestion reagent	\$	223.15
610.8015.5603.000	First Interstate Bank	NCL of Wisconsin conductivity standard	\$	29.70
610.8015.5605.000	First Interstate Bank	Amazon wireless mouses, usb ext cable	\$	46.31
610.8016.4875.000	First Interstate Bank	Credit card point disbursements	\$	(43.87)
610.8016.5132.000	First Interstate Bank	Amazon rain coat, jump starter kit	\$	26.36
610.8016.5450.000	First Interstate Bank	Sewer dept JetPak, iPad, laptop	\$	24.76
610.8016.5450.000	First Interstate Bank	Sewer dept GPS service	\$	24.76
610.8016.5450.000	First Interstate Bank	PW GIS	\$	16.11
610.8016.5450.000	First Interstate Bank	Vierzon Street & Sewer dept	\$	24.97
610.8016.5600.000	First Interstate Bank	Amazon rain coat, jump starter kit	\$	101.97
610.8016.5600.000	First Interstate Bank	Sewer dept discharge hose	\$	73.12
690.8050.4875.000	First Interstate Bank	Credit card point disbursements	\$	(107.80)
690.8050.5470.000	First Interstate Bank	CTA PASS basic online course	\$	25.00
690.8050.5565.000	First Interstate Bank	Serpentine drive belt	\$	27.66
740.8065.4875.000	First Interstate Bank	Credit card point disbursements	\$	(21.67)
740.8065.5132.000	First Interstate Bank	Amazon rain coat, jump starter kit	\$	17.57
740.8065.5450.000	First Interstate Bank	PW GIS	\$	10.87
740.8065.5450.000	First Interstate Bank	Sewer dept GPS service	\$	16.51
740.8065.5450.000	First Interstate Bank	Sewer dept JetPak, iPad, laptop	\$	16.51
740.8065.5450.000	First Interstate Bank	Verizon Street & Sewer dept	\$	16.65
740.8065.5600.000	First Interstate Bank	Amazon rain coat, jump starter kit	\$	67.98
750.8070.4875.000	First Interstate Bank	Credit card point disbursements	\$	(2.25)
750.8070.5344.000	First Interstate Bank	Controlled Access liftmaster subscription	\$	39.50
760.8080.4875.000	First Interstate Bank	Credit card point disbursements	\$	(61.88)
760.8080.5600.000	First Interstate Bank	Operating Supplies - Concession	\$	63.99
760.8080.5600.000	First Interstate Bank	Operating Supplies - Aquatics Concession	\$	53.98
760.8080.5600.000	First Interstate Bank	Operating Supplies	\$	171.24
760.8080.5600.000	First Interstate Bank	Operating Supplies	\$	63.05
760.8080.5600.000	First Interstate Bank	Concession Products for Resale	\$	757.62
760.8080.5600.000	First Interstate Bank	Operating Supplies	\$	60.91
760.8080.5608.000	First Interstate Bank	Concession Products for Resale	\$	257.76
760.8080.5608.000	First Interstate Bank	Concession Products for Resale	\$	84.95
760.8080.5608.000	First Interstate Bank	Concession Products for Resale	\$	159.96
760.8080.5608.000	First Interstate Bank	Merchandise for Resale-Concession	\$	70.54
760.8080.5608.000	First Interstate Bank	Merchandise for Resale-Concession	\$	38.88
760.8080.5608.000	First Interstate Bank	Concession Products for Resale	\$	415.54
760.8080.5608.000	First Interstate Bank	Concession Products for Resale	\$	67.04
884.7010.4875.000	First Interstate Bank	Credit card point disbursements	\$	(10.30)
999.1164.000	First Interstate Bank	Credit card point disbursements	\$	(30.16)
999.1164.000	First Interstate Bank	MEAL DURING TRAINING	\$	6.08
999.1164.000	First Interstate Bank	MEAL DURING TRAINING	\$	0.59
999.1164.000	First Interstate Bank	MEAL DURING TRAINING	\$	6.04
999.1164.000	First Interstate Bank	MEAL DURING TRAINING	\$	3.04
999.1164.000	First Interstate Bank	MEAL DURING TRAINING	\$	2.89
001.1010.5450.000	FIRSTNET-AT&T Mobility	PD cellphones 6/20-7/19/24	\$	329.56
001.1010.5451.000	FIRSTNET-AT&T Mobility	PD iPads, hotspots, car computers 6/20-7/19	\$	831.40
184.5030.5246.000	Fiser, Jessica	rent assistance	\$	13.00
184.5030.5242.000	FRIENDLY VALLEY APARTMENTS INC	rent assistance	\$	97.00
184.5030.5242.000	FRIENDLY VALLEY APARTMENTS INC	rent assistance	\$	157.00
184.5030.5242.000	FRIENDLY VALLEY APARTMENTS INC	rent assistance	\$	74.00

001.1010.5132.000 GALLS LLC	PD employee clothing	\$ 34.18
001.1050.5132.000 GALLS LLC	Fire dept employee clothing	\$ 169.60
001.1050.5132.000 GALLS LLC	Fire dept employee name tag	\$ 44.75
001.1050.5132.000 GALLS LLC	Fire dept employee clothing	\$ 433.71
110.2010.5600.000 GERVICH & SONS INC	Street dept stock steel	\$ 90.00
690.8050.5565.000 GILLIG LLC	Transit 121 filter element, exhaust gasket	\$ 607.36
690.8050.5565.000 GILLIG LLC	Transit 121 eye bolts	\$ 226.22
690.8050.5565.000 GILLIG LLC	Transit shop notched belts	\$ 202.00
184.5030.5242.000 Gonzalez, Renato	rent assistance	\$ 907.00
184.5030.5242.000 Gorrell, Joseph	rent assistance	\$ 381.00
184.5030.5242.000 Gray, Dennis	rent assistance	\$ 499.00
184.5030.5242.000 Gray, Dennis	rent assistance	\$ 1,000.00
184.5030.5242.000 Gray, Dennis	rent assistance	\$ 792.00
184.5030.5242.000 Gray, Dennis	rent assistance	\$ 450.00
110.2010.5618.000 GRIMES ASPHALT AND PAVING CORP.	Street dept cold mix	\$ 1,624.40
184.5030.5242.000 Gutierrez, Humberto Fabian	rent assistance	\$ 252.00
184.5030.5242.000 Gutierrez, Humberto Fabian	rent assistance	\$ 363.00
184.5030.5242.000 Hala, Janet	rent assistance	\$ 190.00
184.5030.5242.000 Hala, Janet	rent assistance	\$ 154.00
184.5030.5242.000 Hala, Janet	rent assistance	\$ 66.00
184.5030.5242.000 Hala, Janet	rent assistance	\$ 393.00
130.6050.5410.000 HANNAM AUTOMOTIVE LLC	Repairs to facilities 2019 Ford Escape	\$ 1,612.80
130.6050.5410.000 HANNAM AUTOMOTIVE LLC	Repairs to facilities 2019 Ford Escape	\$ 2,328.98
142.4030.5342.000 HANSEN, STEVE	Softball Complex spraying	\$ 720.00
884.7010.5337.000 HARTFORD- PRIORITY ACCTS	August insurance premium	\$ 6,526.82
913.1013.5337.000 HARTFORD- PRIORITY ACCTS	August insurance premium	\$ 462.49
001.4040.5980.000 Hartwig, Kelly	Summer Blast	\$ 115.00
184.5030.5242.000 Hatch, Roger	rent assistance	\$ 1,050.00
184.5030.5242.000 Hatch, Roger	rent assistance	\$ 211.00
184.5030.5242.000 Hatch, Roger	rent assistance	\$ 399.00
610.8016.5600.000 Hawkins Electric	SBR/plant water chlorine tablets	\$ 1,406.10
884.7010.5339.000 Health Partners	Health claims 7/04-7/10	\$ 57,844.78
884.7010.5339.000 Health Partners	Dental claims 7/04-7/10	\$ 1,010.06
884.7010.5339.000 Health Partners	Claims 07/11-07/17	\$ 3,563.95
884.7010.5339.000 Health Partners	Claims 7/11-7/17/24	\$ 22,805.97
884.7010.5339.000 Health Partners	claims 7/18-7/24	\$ 35,005.30
884.7010.5339.000 Health Partners	Claims 07/18-07/24	\$ 3,410.19
001.1099.5450.000 HEART OF IOWA COMMUNICATIONS CO-OP	Police & Fire Bldg 8/1-8/31	\$ 2,130.14
001.4045.5450.000 HEART OF IOWA COMMUNICATIONS CO-OP	Aquatic Center	\$ 80.14
001.4065.5450.000 HEART OF IOWA COMMUNICATIONS CO-OP	incentive credit	\$ (1.00)
001.4065.5450.000 HEART OF IOWA COMMUNICATIONS CO-OP	Coliseum	\$ 62.00
001.6050.5450.000 HEART OF IOWA COMMUNICATIONS CO-OP	City Hall	\$ 145.14
110.2010.5450.000 HEART OF IOWA COMMUNICATIONS CO-OP	PW Bldg	\$ 55.04
610.8015.5450.000 HEART OF IOWA COMMUNICATIONS CO-OP	Aug '24 Direct connect PW/WPCP	\$ 442.81
610.8015.5450.000 HEART OF IOWA COMMUNICATIONS CO-OP	WPCP	\$ 67.57
610.8016.5450.000 HEART OF IOWA COMMUNICATIONS CO-OP	Aug '24 Direct connect PW/WPCP	\$ 265.69
610.8016.5450.000 HEART OF IOWA COMMUNICATIONS CO-OP	PW Bldg	\$ 33.03
610.8016.5450.000 HEART OF IOWA COMMUNICATIONS CO-OP	WPCP	\$ 40.54
740.8065.5450.000 HEART OF IOWA COMMUNICATIONS CO-OP	Aug '24 Direct connect PW/WPCP	\$ 177.12
740.8065.5450.000 HEART OF IOWA COMMUNICATIONS CO-OP	PW Bldg	\$ 22.02
740.8065.5450.000 HEART OF IOWA COMMUNICATIONS CO-OP	WPCP	\$ 27.03
184.5030.5242.000 HESSENIUS, ROBERT	rent assistance	\$ 850.00
184.5030.5242.000 Hilltop Village Inc	rent assistance	\$ 270.00
184.5030.5242.000 Hilltop Village Inc	rent assistance	\$ 224.00
184.5030.5242.000 Hinmon, Linda	rent assistance	\$ 248.00
184.5030.5242.000 Historic Tallcorn Towers LLP	rent assistance	\$ 574.00
184.5030.5242.000 Historic Tallcorn Towers LLP	rent assistance	\$ 245.00
184.5030.5242.000 Historic Tallcorn Towers LLP	rent assistance	\$ 209.00
184.5030.5242.000 Historic Tallcorn Towers LLP	rent assistance	\$ 350.00
184.5030.5242.000 Historic Tallcorn Towers LLP	rent assistance	\$ 181.00
184.5030.5242.000 Historic Tallcorn Towers LLP	rent assistance	\$ 299.00
184.5030.5242.000 Historic Tallcorn Towers LLP	rent assistance	\$ 307.00
184.5030.5242.000 Historic Tallcorn Towers LLP	rent assistance	\$ 353.00
184.5030.5242.000 Historic Tallcorn Towers LLP	rent assistance	\$ 390.00
184.5030.5242.000 Historic Tallcorn Towers LLP	rent assistance	\$ 255.00
184.5030.5242.000 Historic Tallcorn Towers LLP	rent assistance	\$ 245.00
184.5030.5242.000 Historic Tallcorn Towers LLP	rent assistance	\$ 128.00
184.5030.5242.000 Historic Tallcorn Towers LLP	rent assistance	\$ 262.00

184.5030.5242.000	Historic Tallcorn Towers LLP	rent assistance	\$ 424.00
184.5030.5242.000	Historic Tallcorn Towers LLP	rent assistance	\$ 180.00
184.5030.5242.000	Historic Tallcorn Towers LLP	rent assistance	\$ 195.00
184.5030.5242.000	Historic Tallcorn Towers LLP	rent assistance	\$ 88.00
001.1010.5359.000	HOGELAND BODY SHOP	Towing impound	\$ 150.00
184.5030.5242.000	House Harvesters LLC	rent assistance	\$ 429.00
184.5030.5238.000	Housing Authority of the City of Orlando, FL	Admin fee80124	\$ 49.29
184.5030.5242.000	Housing Authority of the City of Orlando, FL	rent assistance	\$ 1,932.00
184.5030.5238.000	Housing Authority of the City of Tampa Florida	Admin fee80124	\$ 53.15
184.5030.5242.000	Housing Authority of the City of Tampa Florida	rent assistance	\$ 1,786.00
615.8015.5233.000	HOWARD R GREEN COMPANY, INC	WPC Sludge Thickening Design thru 7/12/24	\$ 21,303.00
184.5030.5242.000	Howard, Jammie	rent assistance	\$ 181.00
184.5030.5242.000	Hubbard Maple Street Apts LLC	rent assistance	\$ 135.00
184.5030.5242.000	Hubbard Maple Street Apts LLC	rent assistance	\$ 172.00
881.1010.5339.000	Hunter Lane LLC	paid claim charges	\$ 20.87
881.1050.5339.000	Hunter Lane LLC	paid claims 7/01-7/15/24	\$ 1,619.84
881.1050.5339.000	Hunter Lane LLC	paid claim charges	\$ 161.13
110.2050.5622.000	Hutchinson Salt Co Inc	Winter rock salt	\$ 17,557.28
760.8080.5608.000	HYVEE ACCOUNTS RECEIVABLE	Aquatic Center resale products	\$ 30.46
760.8080.5608.000	HYVEE ACCOUNTS RECEIVABLE	HyVee resale products	\$ 103.06
760.8080.5608.000	HYVEE ACCOUNTS RECEIVABLE	Aquatic Center resale products	\$ 21.64
760.8080.5608.000	HYVEE ACCOUNTS RECEIVABLE	Aquatic Center resale products	\$ 5.56
760.8080.5608.000	HYVEE ACCOUNTS RECEIVABLE	Aquatic Center resale products	\$ 18.80
760.8080.5608.000	HYVEE ACCOUNTS RECEIVABLE	Aquatic Center resale products	\$ 82.95
760.8080.5608.000	HYVEE ACCOUNTS RECEIVABLE	Aquatic Center resale products	\$ 7.98
760.8080.5608.000	HYVEE ACCOUNTS RECEIVABLE	Aquatic Center resale products	\$ 38.33
760.8080.5608.000	HYVEE ACCOUNTS RECEIVABLE	Aquatic Center resale products	\$ 82.44
760.8080.5608.000	HYVEE ACCOUNTS RECEIVABLE	Aquatic Center resale products	\$ 58.84
999.1131.000	ICMA 457-Mission Square Retirement	Mission Square Retirement - Plan #303417ICMA DEF C	\$ 1,325.00
999.1131.000	ICMA 457-Mission Square Retirement	ICMA DEF COMP	\$ 269.23
999.1131.000	ICMA 457-Mission Square Retirement	Mission Square Retirement - Plan #705230	\$ 134.32
999.1131.000	ICMA 457-Mission Square Retirement	Mission Square Retirement - Plan #705230	\$ 1,075.00
999.1131.000	ICMA 457-Mission Square Retirement	Mission Square Retirement - Plan #705230	\$ 965.00
999.1131.000	ICMA 457-Mission Square Retirement	Mission Square Retirement - Plan #303417	\$ 1,015.55
999.1131.000	ICMA 457-Mission Square Retirement	Mission Square Retirement - Plan #303417ICMA DEF C	\$ 4,067.23
999.1131.000	ICMA 457-Mission Square Retirement	ICMA DEF COMP	\$ 230.76
999.1131.000	ICMA 457-Mission Square Retirement	Mission Square Retirement - Plan #705230	\$ 1,256.92
999.1131.000	ICMA 457-Mission Square Retirement	Mission Square Retirement - Plan #705230	\$ 2,351.92
999.1150.000	ICMA 457-Mission Square Retirement	EMPLOYEE RHS CONTRIBUTION	\$ 5,891.53
999.1111.000	IMWCA	FY25 Workers Comp Premiums Installment 2 - Aug	\$ 13,859.00
610.8015.5342.000	INDEPENDENT AG SERVICES LLC	Spring '24 biosolids soil sampling	\$ 914.65
999.1101.000	INTERNAL REVENUE SERVICE	Bi-Weekly Federal Taxes	\$ 17,715.64
999.1101.000	INTERNAL REVENUE SERVICE	Bi-Weekly Federal Taxes	\$ 28,547.86
999.1103.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Social Security	\$ 6,969.46
999.1103.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Social Security	\$ 32,736.38
999.1107.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Medicare	\$ 5,047.84
999.1107.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Medicare	\$ 10,482.68
110.2010.5565.000	Interstate Batteries of Upper Iowa	Street battery	\$ 291.90
001.6020.5280.000	INTL INSTITUTE OF MUN CLERKS	Annual membership 9/30/24-9/30/25	\$ 225.00
110.2010.5410.000	Iowa Hometown Security INC	Public Safety Bldg gas detector -mechanic shop	\$ 115.73
690.8050.5410.000	Iowa Hometown Security INC	Public Safety Bldg gas detector -mechanic shop	\$ 115.73
110.2040.5230.000	IOWA ONE CALL	Utility Div IA one call charges	\$ 27.90
610.8015.5230.000	IOWA ONE CALL	June Sewer dept emails/ calls	\$ 240.06
740.8065.5230.000	IOWA ONE CALL	June Sewer dept emails/ calls	\$ 160.04
001.2080.5483.000	Iowa Regional Utilities Association	Airport water usage June 16-July 15	\$ 172.54
184.5030.5242.000	JB I COOP ASSOCIATION	rent assistance	\$ 371.00
184.5030.5242.000	JB I COOP ASSOCIATION	rent assistance	\$ 422.00
184.5030.5242.000	JB I COOP ASSOCIATION	rent assistance	\$ 179.00
001.1010.5410.000	JENSEN INC	PD 510 multi point inspection	\$ 131.25
001.1010.5410.000	JENSEN INC	PD 510 Connector and battery	\$ 644.32
001.1010.5565.000	JENSEN INC	PD 510 Connector and battery	\$ 155.26
001.1010.5342.000	Jim Bell Flooring	P&F Bldg SW entry tile	\$ 1,169.83
156.1050.5413.000	Johnson, Jim	FD brush truck rack installed	\$ 1,050.00
184.5030.5242.000	Judge, John	rent assistance	\$ 360.00
184.5030.5242.000	Judge, Mike	rent assistance	\$ 276.00
184.5030.5242.000	Judge, Mike	rent assistance	\$ 337.00
184.5030.5242.000	Judge, Mike	rent assistance	\$ 220.00
184.5030.5242.000	Judge, Mike	rent assistance	\$ 183.00

184.5030.5242.000 Judge, Mike	rent assistance	\$ 383.00
184.5030.5242.000 Judge, Mike	rent assistance	\$ 285.00
184.5030.5242.000 Judge, Mike	rent assistance	\$ 176.00
184.5030.5242.000 Judge, Mike	rent assistance	\$ 346.00
184.5030.5242.000 Judge, Mike	rent assistance	\$ 352.00
184.5030.5242.000 Judge, Mike	rent assistance	\$ 212.00
184.5030.5242.000 Judge, Mike	rent assistance	\$ 188.00
184.5030.5242.000 Judge, Mike	rent assistance	\$ 302.00
184.5030.5242.000 Judge, Mike	rent assistance	\$ 336.00
184.5030.5242.000 Judge, Mike	rent assistance	\$ 362.00
184.5030.5242.000 Judge, Mike	rent assistance	\$ 352.00
184.5030.5242.000 Judge, Mike	rent assistance	\$ 312.00
184.5030.5242.000 Judge, Mike	rent assistance	\$ 393.00
184.5030.5242.000 Kading Properties LLC	rent assistance	\$ 526.00
184.5030.5242.000 Kading Properties LLC	rent assistance	\$ 655.00
184.5030.5242.000 Kading Properties LLC	rent assistance	\$ 932.00
184.5030.5242.000 Kading Properties LLC	rent assistance	\$ 1,035.00
001.1010.5410.000 Karl of Marshalltown	PD Tahoe brakes and rotors	\$ 309.00
001.1010.5565.000 Karl of Marshalltown	PD Tahoe brakes and rotors	\$ 564.76
110.2060.5565.000 Karl of Marshalltown	Engineering Dodge Truck Blower Repair	\$ 1,976.36
130.1010.5260.000 Karl of Marshalltown	PD 500 mirror, windshield, spot light	\$ 4,998.01
030.1010.5750.000 Keltek Inc	MPD KELTEK CIP New Vehicle	\$ 14,262.20
030.1010.5750.000 Keltek Inc	PD 517 Emergency vehicle equipment items	\$ 9,615.81
184.5030.5246.000 Kincade, Jasmine	rent assistance	\$ 66.00
184.5030.5246.000 Kincade, Jasmine	rent assistance	\$ 66.00
184.5030.5242.000 Kramer, Marcia	rent assistance	\$ 92.00
110.2010.5570.000 KWIK Trip Inc	Paint truck gas	\$ 67.07
110.2010.5570.000 KWIK Trip Inc	Paint truck gas	\$ 62.42
110.2010.5570.000 KWIK Trip Inc	Street dept small engine gas	\$ 89.49
110.2010.5570.000 KWIK Trip Inc	Street dept small engine gas	\$ 144.54
610.8015.5980.000 Ladehoff, Mike	Sewer refund 2024 filled pool, coy pond	\$ 46.63
001.1010.5431.000 LANGUAGE LINE SERV INC	over the phone interpretations	\$ 1,806.92
184.5030.5242.000 Lawthers Property Management	rent assistance	\$ 886.00
184.5030.5242.000 Lawthers Property Management	rent assistance	\$ 169.00
001.1010.5359.000 LHogeland Auto Plaza LLC	Tow to Jensen for PD	\$ 100.00
184.5030.5242.000 Linton, Tyler	rent assistance	\$ 343.00
184.5030.5242.000 Linton, Tyler	rent assistance	\$ 360.00
184.5030.5242.000 Lopez, Jaime	rent assistance	\$ 450.00
184.5030.5246.000 Louis, Marie	rent assistance	\$ 7.00
184.5030.5242.000 Luense, Brant	rent assistance	\$ 233.00
184.5030.5242.000 Luense, Brant	rent assistance	\$ 700.00
184.5030.5242.000 Luense, Brant	rent assistance	\$ 516.00
184.5030.5242.000 Luense, Brant	rent assistance	\$ 363.00
184.5030.5242.000 Luense, Brant	rent assistance	\$ 399.00
184.5030.5242.000 Luense, Brant	rent assistance	\$ 351.00
184.5030.5242.000 Luense, Brant	rent assistance	\$ 727.00
001.1075.5234.000 Lynch Dallas PC	Nuisance/enforcement - Mall property 7/8/24	\$ 60.00
001.6040.5234.000 Lynch Dallas PC	General matters 7/3-7/11	\$ 1,660.00
001.6040.5234.000 Lynch Dallas PC	Real Estate 7/1-7/12	\$ 378.75
001.6040.5234.000 Lynch Dallas PC	Ordinances chpt 157 7/09/24	\$ 62.50
001.6040.5234.000 Lynch Dallas PC	City Admin Employment 7/4-7/8	\$ 120.00
001.6040.5234.000 Lynch Dallas PC	Zoning 7/1-7/12	\$ 1,040.00
181.3040.5234.000 Lynch Dallas PC	issues with Lead contractor 7/11/24	\$ 300.00
184.5030.5242.000 Manship, Wyatt	rent assistance	\$ 897.00
184.5030.5242.000 Manus & Michelle Property Management	rent assistance	\$ 550.00
184.5030.5242.000 Marion Manor I Apartments	rent assistance	\$ 258.00
001.6030.5365.000 Marshall County Auditor	Special Election 07/16/24 (4th Ward vacancy)	\$ 6,928.97
001.6030.5365.000 Marshall County Auditor	City/School Special Election 3/5/24 (LOSST)	\$ 4,173.64
001.4030.5342.000 Marshall County Landfill	Parks construction debris	\$ 111.95
001.6020.5250.000 Marshall County Recorder	certificates, quite claims, affidavit	\$ 226.00
001.2080.5342.000 MARSHALLTOWN AVIATION INC	- Airport Monthly Services - Marshalltown Aviation	\$ 2,583.00
001.2080.5344.000 MARSHALLTOWN AVIATION INC	- Airport Monthly Services - Marshalltown Aviation	\$ 2,083.00
001.2080.5450.000 MARSHALLTOWN AVIATION INC	- Airport Monthly Services - Marshalltown Aviation	\$ 30.05
001.2080.5481.000 MARSHALLTOWN AVIATION INC	- Airport Monthly Services - Marshalltown Aviation	\$ 62.50
312.2080.5776.000 MARSHALLTOWN AVIATION INC	Airport Monthly Srvc Mtown Aviation & Base Radio	\$ 1,692.95
001.5900.5331.000 MARSHALLTOWN CHAMBER OF COMMERCE	Tourism & promotional services April - June collec	\$ 62,208.64
001.4041.5331.000 Marshalltown Community School District	Summer Blast Activity trip lunches	\$ 375.65
001.4041.5331.000 Marshalltown Community School District	Summer Blast Activity trip lunches	\$ 708.61

184.5030.5242.000 Marshalltown Lofts, LLC	rent assistance	\$ 673.00
184.5030.5242.000 Marshalltown Lofts, LLC	rent assistance	\$ 378.00
184.5030.5242.000 Marshalltown Lofts, LLC	rent assistance	\$ 231.00
184.5030.5242.000 Marshalltown Lofts, LLC	rent assistance	\$ 159.00
184.5030.5242.000 Marshalltown Lofts, LLC	rent assistance	\$ 69.00
184.5030.5242.000 Marshalltown Lofts, LLC	rent assistance	\$ 188.00
184.5030.5242.000 Marshalltown Lofts, LLC	rent assistance	\$ 283.00
184.5030.5242.000 Marshalltown Lofts, LLC	rent assistance	\$ 433.00
184.5030.5242.000 Marshalltown Lofts, LLC	rent assistance	\$ 271.00
184.5030.5242.000 Marshalltown Lofts, LLC	rent assistance	\$ 222.00
184.5030.5242.000 Marshalltown Lofts, LLC	rent assistance	\$ 117.00
184.5030.5242.000 Marshalltown Lofts, LLC	rent assistance	\$ 843.00
184.5030.5242.000 Marshalltown Lofts, LLC	rent assistance	\$ 357.00
184.5030.5242.000 Marshalltown Lofts, LLC	rent assistance	\$ 326.00
184.5030.5242.000 Marshalltown Lofts, LLC	rent assistance	\$ 855.00
184.5030.5242.000 Marshalltown Lofts, LLC	rent assistance	\$ 256.00
001.1075.5485.000 Marshalltown Water Works	915 S Center St storm sewer 5/2-7/2	\$ 8.40
001.1075.5485.000 Marshalltown Water Works	919 S Center St 5/2-7/2	\$ 8.40
001.1075.5485.000 Marshalltown Water Works	23 W Main St storm sewer 5/2-7/2	\$ 16.80
001.1075.5485.000 Marshalltown Water Works	704 Lee St storm sewer 5/2-7/2	\$ 8.40
001.1075.5485.000 Marshalltown Water Works	20 E Main St storm sewer 5/2-7/2	\$ 16.80
001.1075.5485.000 Marshalltown Water Works	908 S 9th Ave storm water 6/27-7/2	\$ 0.69
001.2090.5220.000 Marshalltown Water Works	landfill bills	\$ 263.35
355.1075.5485.000 Marshalltown Water Works	501 N 1st Ave 5/2-7/2	\$ 8.40
610.8015.5220.000 Marshalltown Water Works	Sanitary Collections Costs	\$ 8,945.43
610.8015.5483.000 Marshalltown Water Works	July '24 Plant water usage	\$ 1,085.25
740.8065.5220.000 Marshalltown Water Works	Storm Sewer Collection Services	\$ 677.15
001.1010.5410.000 MCATEE TIRE SALES & SERVICE INC	PD Black Edge tire and services	\$ 49.00
001.1010.5410.000 MCATEE TIRE SALES & SERVICE INC	PD 221 tire repair	\$ 45.00
001.1010.5410.000 MCATEE TIRE SALES & SERVICE INC	PD 503 tires and services	\$ 204.00
001.1010.5410.000 MCATEE TIRE SALES & SERVICE INC	PD 521 tires and services	\$ 202.00
001.1010.5565.000 MCATEE TIRE SALES & SERVICE INC	PD Black Edge tire and services	\$ 132.52
001.1010.5565.000 MCATEE TIRE SALES & SERVICE INC	PD 503 tires and services	\$ 264.93
001.1010.5565.000 MCATEE TIRE SALES & SERVICE INC	PD 521 tires and services	\$ 608.00
690.8050.5410.000 MCATEE TIRE SALES & SERVICE INC	Transit 191 tires and services	\$ 97.00
690.8050.5565.000 MCATEE TIRE SALES & SERVICE INC	Transit 191 tires and services	\$ 300.00
610.8016.5151.000 MCFARLAND CLINIC PC	Employment check, random testing	\$ 55.20
610.8016.5339.000 MCFARLAND CLINIC PC	Employment check, random testing	\$ 46.46
740.8065.5151.000 MCFARLAND CLINIC PC	Employment check, random testing	\$ 36.80
740.8065.5339.000 MCFARLAND CLINIC PC	Employment check, random testing	\$ 30.98
001.1099.5450.000 MEDIACOM	Police and Fire internet 8/13-9/12	\$ 468.92
001.1010.5410.000 MENARDS	Wash bay tube heater repair	\$ 2.15
001.1050.4875.000 MENARDS	Menards credit certificate	\$ (7.38)
001.1050.5410.000 MENARDS	Wash bay tube heater repair	\$ 2.15
001.1050.5600.000 MENARDS	nut driver set, washer	\$ 9.87
001.1050.5600.000 MENARDS	Fire dept bug spray, bleach, WD-40	\$ 58.70
001.1099.5718.000 MENARDS	Public Safety bldg tools	\$ 181.62
001.4010.5410.000 MENARDS	Library staff restroom sink parts	\$ 15.71
001.4030.5410.000 MENARDS	Riverview campground replacement breaker	\$ 16.98
001.4030.5410.000 MENARDS	Timber Creek Park light bulbs, employee tool	\$ 31.98
001.4030.5410.000 MENARDS	Wash bay tube heater repair	\$ 2.15
001.4030.5611.000 MENARDS	Kiwanis Park fender washers	\$ 8.78
001.4030.5611.000 MENARDS	Dog park light	\$ 16.99
001.4030.5611.000 MENARDS	6"x4" corrugated reducer	\$ (6.58)
001.4030.5611.000 MENARDS	6"x4" corrugated reducer	\$ 6.58
001.4030.5611.000 MENARDS	6"x4" corrugated reducer	\$ (6.58)
001.4030.5611.000 MENARDS	4" outside snap coupler	\$ 3.29
001.4030.5611.000 MENARDS	concrete mix	\$ 146.80
001.4030.5611.000 MENARDS	1/2x 5 1/2 wedge anchor	\$ 26.98
001.4030.5611.000 MENARDS	Parks acrylic sheet	\$ 49.99
001.4030.5611.000 MENARDS	window sills and screws	\$ 90.68
001.4045.5607.000 MENARDS	Parks muriatic acid	\$ 17.98
001.4045.5607.000 MENARDS	150ft hose hangout, chlorine granules	\$ 105.98
001.4045.5611.000 MENARDS	carb cleaner	\$ 19.44
001.4045.5611.000 MENARDS	hose mender and shut off valve	\$ 5.97
001.4065.5410.000 MENARDS	Coliseum sump pump repair and flag pole	\$ 17.99
001.6050.5410.000 MENARDS	spare breaker	\$ 16.98
001.6050.5600.000 MENARDS	hose repair, cleaning supplies	\$ 9.49

001.6051.5410.000 MENARDS	Carnegie bldg desk pulls	\$	9.88
001.6051.5410.000 MENARDS	Carnegie bldg desk pulls	\$	(9.88)
001.6051.5410.000 MENARDS	Carnegie bldg desk pulls	\$	7.98
001.6051.5410.000 MENARDS	Carnegie bldg desk pulls	\$	(7.98)
110.2010.5410.000 MENARDS	Salt bin overhead door repair	\$	9.48
110.2010.5410.000 MENARDS	Wash bay tube heater repair	\$	7.53
110.2010.5600.000 MENARDS	Street- Scotts spreader, mixed seed, rake	\$	114.96
110.2010.5600.000 MENARDS	Street paint	\$	48.43
110.2010.5600.000 MENARDS	Street dept drill bits	\$	17.97
110.2010.5600.000 MENARDS	Street dept clevis pins	\$	19.96
110.2010.5611.000 MENARDS	Mechanic shop welder outlet materials	\$	47.13
110.2030.5410.000 MENARDS	spray paint for banner arms	\$	13.50
110.2030.5718.000 MENARDS	Timber Creek Park light bulbs, employee tool	\$	1.67
110.2050.5600.000 MENARDS	90degree PVC	\$	4.04
140.4030.5611.000 MENARDS	Parks acrylic sheet	\$	17.48
140.4030.5611.000 MENARDS	Parks concrete mix	\$	9.99
142.4030.5611.000 MENARDS	"4x100' corrugated tubing for MSA	\$	102.89
142.4030.5611.000 MENARDS	4" internal snap couplers, pvc pipe	\$	27.97
312.2080.5776.000 MENARDS	Airport wall plate/ cover for antenna cable	\$	12.25
312.2080.5776.000 MENARDS	Airport antenna fire caulking	\$	14.98
363.2010.5617.000 MENARDS	Street dept concrete mix	\$	15.96
363.2012.5776.000 MENARDS	Coliseum sump pump repair and flag pole	\$	68.04
610.8016.5600.000 MENARDS	joint foam expansion, spray adhesive	\$	13.13
610.8016.5600.000 MENARDS	Sewer dept reel chalk, premix gas&oil	\$	17.93
610.8016.5600.000 MENARDS	Sewer dept form building supplies	\$	218.52
610.8016.5600.000 MENARDS	Sewer dept -vest, utility knife, spray paint	\$	13.66
610.8016.5600.000 MENARDS	Sewer dept cement siding	\$	25.18
610.8016.5600.000 MENARDS	Diamond blade, 7" masonry cut off	\$	20.98
690.8050.5410.000 MENARDS	Wash bay tube heater repair	\$	7.53
690.8050.5600.000 MENARDS	Transit batteries and utility knife	\$	28.96
740.8065.5600.000 MENARDS	joint foam expansion, spray adhesive	\$	8.76
740.8065.5600.000 MENARDS	Sewer dept reel chalk, premix gas&oil	\$	11.95
740.8065.5600.000 MENARDS	Sewer dept form building supplies	\$	145.68
740.8065.5600.000 MENARDS	Sewer dept -vest, utility knife, spray paint	\$	9.11
740.8065.5600.000 MENARDS	Sewer dept cement siding	\$	16.78
740.8065.5600.000 MENARDS	Diamond blade, 7" masonry cut off	\$	13.99
750.8070.5410.000 MENARDS	hose repair, cleaning supplies	\$	2.99
001.1050.5475.000 MGT of America Consulting LLC	Recruitment & Search - Fire Chief	\$	9,500.00
610.8015.5603.000 Microbac Laboratories Inc	Lab analysis DIG #2	\$	122.00
610.8015.5603.000 MIDLAND SCIENTIFIC INC	Lab - latex gloves	\$	164.04
610.8015.5603.000 MIDLAND SCIENTIFIC INC	Lab - latex gloves	\$	121.23
610.8015.5603.000 MIDLAND SCIENTIFIC INC	Lab- buffer solution, economy wash bottles	\$	152.99
610.8015.5603.000 MIDLAND SCIENTIFIC INC	Lab - weighing paper	\$	51.03
610.8015.5603.000 MIDLAND SCIENTIFIC INC	Lab- weighing paper	\$	103.84
610.8015.5603.000 MIDLAND SCIENTIFIC INC	Lab - magnetic stirrer	\$	405.49
110.2010.5600.000 Midwest Motor Supply Co	Street dept nuts, bolts, tubing, washers, fuses	\$	924.63
001.1050.5344.000 Midwest Office Technology	Fire dept base rate 7/21-10/20/24	\$	90.79
001.1099.5386.000 Milestone Outdoor Co	Police and Fire contract mowing July	\$	1,365.00
760.8080.5608.000 Mini Melts of America Inc	Aquatic Center resale products	\$	1,588.20
184.5030.5242.000 Moore, Michelle	rent assistance	\$	320.00
610.8015.5980.000 Morgan, Matt	Sewer refund 2024- filled pool	\$	48.18
001.1010.5344.000 Motorola Solutions Inc	PD radio repairs	\$	500.00
001.1010.5344.000 Motorola Solutions Inc	PD radio repairs	\$	1,500.00
184.5030.5242.000 Mtown/ Westown LLLP	rent assistance	\$	235.00
184.5030.5242.000 Mtown/ Westown LLLP	rent assistance	\$	407.00
184.5030.5242.000 Mtown/ Westown LLLP	rent assistance	\$	198.00
184.5030.5242.000 Mtown/ Westown LLLP	rent assistance	\$	202.00
184.5030.5242.000 Mtown/ Westown LLLP	rent assistance	\$	234.00
184.5030.5242.000 Mtown/ Westown LLLP	rent assistance	\$	305.00
184.5030.5242.000 Mtown/ Westown LLLP	rent assistance	\$	318.00
184.5030.5242.000 Mtown/ Westown LLLP	rent assistance	\$	221.00
184.5030.5242.000 Mtown/ Westown LLLP	rent assistance	\$	62.00
184.5030.5242.000 Mtown/ Westown LLLP	rent assistance	\$	230.00
184.5030.5242.000 Mtown/ Westown LLLP	rent assistance	\$	337.00
184.5030.5242.000 Mtown/ Westown LLLP	rent assistance	\$	263.00
184.5030.5242.000 Mtown/ Westown LLLP	rent assistance	\$	121.00
184.5030.5242.000 Mtown/ Westown LLLP	rent assistance	\$	346.00
184.5030.5242.000 Mtown/ Westown LLLP	rent assistance	\$	337.00

184.5030.5242.000 Mtown/ Westown LLLP	rent assistance	\$ 295.00
184.5030.5242.000 Mtown/ Westown LLLP	rent assistance	\$ 263.00
184.5030.5242.000 Mtown/ Westown LLLP	rent assistance	\$ 290.00
184.5030.5242.000 Mtown/ Westown LLLP	rent assistance	\$ 259.00
184.5030.5242.000 Mtown/ Westown LLLP	rent assistance	\$ 302.00
184.5030.5242.000 Mtown/ Westown LLLP	rent assistance	\$ 337.00
184.5030.5242.000 Mtown/ Westown LLLP	rent assistance	\$ 276.00
690.8050.5565.000 NAPA AUTO PARTS	Trans fillters	\$ 372.60
001.4040.5441.000 Neal, Corine	Aquatic Ctr Birthday splash table	\$ 2.80
001.4040.5442.000 Neal, Corine	Aquatic Ctr Birthday splash table	\$ 0.47
001.4045.5980.000 Neal, Corine	Aquatic Ctr Birthday splash table	\$ 46.73
184.5030.5246.000 Neave, Mia	rent assistance	\$ 46.00
610.8016.5600.000 NORLAB INC	Liquid powder tracing dye	\$ 169.80
740.8065.5600.000 NORLAB INC	Liquid powder tracing dye	\$ 113.20
184.5030.5242.000 NORTH TAMA HOUSING, INC	rent assistance	\$ 128.00
760.8080.5608.000 NORTHERN LIGHTS DISTRIBUTING	Parks resale products	\$ 329.85
760.8080.5608.000 NORTHERN LIGHTS DISTRIBUTING	Parks resale products	\$ 1,065.85
760.8080.5608.000 NORTHERN LIGHTS DISTRIBUTING	Parks resale products	\$ 543.62
760.8080.5608.000 NORTHERN LIGHTS DISTRIBUTING	Parks resale products	\$ 1,198.46
760.8080.5608.000 NORTHERN LIGHTS DISTRIBUTING	Parks resale products	\$ 424.23
760.8080.5608.000 NORTHERN LIGHTS DISTRIBUTING	Parks resale products	\$ 411.04
001.2080.5571.000 NUTRIEN AG SOLUTIONS INC	Airport Diesel for Maintenance Equipment	\$ 446.88
184.5030.5242.000 Oetker, Debra	rent assistance	\$ 52.00
184.5030.5242.000 Oetker, Debra	rent assistance	\$ 79.00
184.5030.5242.000 Oetker, Debra	rent assistance	\$ 207.00
001.1050.5216.000 ONE SOURCE-THE BACKGROUND CHECK CO	employment checks	\$ 19.00
001.4040.5216.000 ONE SOURCE-THE BACKGROUND CHECK CO	employment checks	\$ 19.00
610.8016.5216.000 ONE SOURCE-THE BACKGROUND CHECK CO	employment checks	\$ 11.40
690.8050.5216.000 ONE SOURCE-THE BACKGROUND CHECK CO	employment checks	\$ 19.00
740.8065.5216.000 ONE SOURCE-THE BACKGROUND CHECK CO	employment checks	\$ 7.60
999.1166.000 Ordaz Cervantes, Ramiro	Parking ticket overpayment	\$ 25.00
690.8050.5565.000 OREILLY AUTOMOTIVE INC	Transit crank case filter	\$ 752.33
184.5030.5242.000 PARK ELMS LLC	rent assistance	\$ 355.00
184.5030.5246.000 Patton, Camille	rent assistance	\$ 26.00
Payroll Payroll	Payroll 16	\$ 389,389.13
184.5030.5242.000 Pebworth Homes LLC	rent assistance	\$ 32.00
184.5030.5242.000 Pebworth Homes LLC	rent assistance	\$ 232.00
184.5030.5242.000 Pizano-Cisneros, Angel	rent assistance	\$ 700.00
001.4010.5410.000 Plumb Supply	Library staff restroom faucet	\$ 121.31
184.5030.5242.000 Plymat Jr, William	rent assistance	\$ 683.00
001.1099.5342.000 Prairie Waste Solutions	Police and Fire Bldg	\$ 124.72
001.4010.5342.000 Prairie Waste Solutions	Library	\$ 121.34
001.4030.5342.000 Prairie Waste Solutions	Public Works Bldg 905 E Main	\$ 24.94
001.4030.5342.000 Prairie Waste Solutions	All Park Barrels	\$ 966.74
001.5010.5342.000 Prairie Waste Solutions	Central Business District	\$ 200.00
001.6050.5342.000 Prairie Waste Solutions	City Hall and Carnegie Bldg	\$ 62.36
001.6051.5342.000 Prairie Waste Solutions	City Hall and Carnegie Bldg	\$ 62.36
110.2010.5342.000 Prairie Waste Solutions	Public Works Bldg 905 E Main	\$ 49.89
610.8015.5342.000 Prairie Waste Solutions	Water Pollution plant	\$ 124.72
610.8015.5342.000 Prairie Waste Solutions	July 24 screening removal #1	\$ 429.03
690.8050.5342.000 Prairie Waste Solutions	Public Works Bldg 905 E Main	\$ 49.89
750.8070.5342.000 Prairie Waste Solutions	Woodland Dr Bullpen by Compost	\$ 99.75
184.5030.5242.000 Premier Iowa City IA LLC	rent assistance	\$ 544.00
184.5030.5242.000 Premier Iowa City IA LLC	rent assistance	\$ 43.00
184.5030.5242.000 Premier Iowa City IA LLC	rent assistance	\$ 388.00
184.5030.5242.000 Premier Iowa City IA LLC	rent assistance	\$ 269.00
184.5030.5242.000 Premier Iowa City IA LLC	rent assistance	\$ 252.00
184.5030.5242.000 Premier Iowa City IA LLC	rent assistance	\$ 320.00
184.5030.5242.000 Premier Iowa City IA LLC	rent assistance	\$ 779.00
184.5030.5242.000 Premier Iowa City IA LLC	rent assistance	\$ 388.00
184.5030.5242.000 Premier Real Estate Mgmnt	rent assistance	\$ 57.00
184.5030.5242.000 Premier Real Estate Mgmnt	rent assistance	\$ 673.00
184.5030.5242.000 Premier Real Estate Mgmnt	rent assistance	\$ 66.00
184.5030.5242.000 Premier Real Estate Mgmnt	rent assistance	\$ 487.00
184.5030.5242.000 Premier Real Estate Mgmnt	rent assistance	\$ 109.00
184.5030.5242.000 Premier Real Estate Mgmnt	rent assistance	\$ 57.00
184.5030.5242.000 Premier Real Estate Mgmnt	rent assistance	\$ 726.00
184.5030.5242.000 Premier Real Estate Mgmnt	rent assistance	\$ 665.00

184.5030.5242.000 Premier Real Estate Mgmnt	rent assistance	\$ 297.00
184.5030.5242.000 Premier Real Estate Mgmnt	rent assistance	\$ 57.00
184.5030.5242.000 Pyramid Property Solutions Inc	rent assistance	\$ 34.00
184.5030.5242.000 Pyramid Property Solutions Inc	rent assistance	\$ 378.00
184.5030.5242.000 Pyramid Property Solutions Inc	rent assistance	\$ 303.00
140.4030.5611.000 QMG Inc	(28" x 32") 5/8" Insulated	\$ 170.51
184.5030.5242.000 R & A Rental Properties LLC	rent assistance	\$ 638.00
184.5030.5242.000 R & A Rental Properties LLC	rent assistance	\$ 450.00
184.5030.5242.000 R & A Rental Properties LLC	rent assistance	\$ 356.00
184.5030.5242.000 R & A Rental Properties LLC	rent assistance	\$ 558.00
184.5030.5242.000 R & A Rental Properties LLC	rent assistance	\$ 638.00
001.1010.5600.000 RACOM CORPORATION	PD ear mold	\$ 2.25
001.1010.5600.000 RACOM CORPORATION	glove friendly kit	\$ 21.00
001.1010.5718.000 RACOM CORPORATION	PD speaker microphone	\$ 149.25
001.1010.5718.000 RACOM CORPORATION	repair broken speaker jack	\$ 72.25
184.5030.5242.000 Ramirez, Sergio Rios	rent assistance	\$ 375.00
184.5030.5246.000 Ramirez, Valeria	rent assistance	\$ 11.00
610.8015.5980.000 Ramirez-Sanchez, Francisco	Sewer refund 2024 filled pool	\$ 25.42
184.5030.5246.000 Rasmussen, Lynnette	rent assistance	\$ 50.00
184.5030.5242.000 Redborg, Kirsten	rent assistance	\$ 391.00
184.5030.5242.000 Reed, Tony	rent assistance	\$ 481.00
184.5030.5242.000 Reed, Tony	rent assistance	\$ 388.00
184.5030.5242.000 Reed, Tony	rent assistance	\$ 417.00
184.5030.5242.000 Reed, Tony	rent assistance	\$ 400.00
690.8050.5331.000 Region 6 Resource Partners	May 2024 Para Transit rides	\$ 8,234.00
690.8050.5331.000 Region 6 Resource Partners	June 2024 ParaTransit rides	\$ 7,061.00
001.4010.5343.000 Reister, Scott	Sports Spies youth program	\$ 250.00
184.5030.5242.000 River Birch Apts	rent assistance	\$ 317.00
184.5030.5242.000 River Birch Apts	rent assistance	\$ 149.00
184.5030.5242.000 River Birch Apts	rent assistance	\$ 433.00
184.5030.5242.000 River Birch Apts	rent assistance	\$ 233.00
184.5030.5242.000 River Oaks Apartments	rent assistance	\$ 540.00
184.5030.5242.000 River Oaks Apartments	rent assistance	\$ 322.00
184.5030.5242.000 River Oaks Apartments	rent assistance	\$ 765.00
184.5030.5242.000 River Oaks Apartments	rent assistance	\$ 83.00
184.5030.5242.000 River Oaks Apartments	rent assistance	\$ 256.00
184.5030.5242.000 River Oaks Apartments	rent assistance	\$ 605.00
184.5030.5242.000 RMB Cooperative	rent assistance	\$ 827.00
184.5030.5242.000 RMB Cooperative	rent assistance	\$ 827.00
184.5030.5242.000 Roth, Kamaria Mary	rent assistance	\$ 381.00
184.5030.5246.000 Ruano, Francisco	rent assistance	\$ 13.00
184.5030.5246.000 Rurig, Ashley	rent assistance	\$ 51.00
110.2010.5342.000 SAFETY KLEEN SYSTEMS INC	waste pickup and supplies	\$ 433.31
184.5030.5238.000 SanDiego Housing Commission	Admin fee80124	\$ 50.13
184.5030.5242.000 SanDiego Housing Commission	rent assistance	\$ 1,844.00
610.8015.5380.000 SCHARNWEBER WATER CONDITIONING INC	July water conditioner lease	\$ 27.00
001.1010.5342.000 SCHENDEL PEST CONTROL INC	PD monthly service	\$ 50.52
001.1050.5342.000 SCHENDEL PEST CONTROL INC	Fire dept quarterly service	\$ 81.00
001.4030.5342.000 SCHENDEL PEST CONTROL INC	City Hall/ Carnegie Bldg/ Parks office 7/17	\$ 22.23
001.4030.5342.000 SCHENDEL PEST CONTROL INC	Community Bldg & Reunion Hall	\$ 47.72
001.4045.5342.000 SCHENDEL PEST CONTROL INC	Spring and summer aquatic center	\$ 34.80
001.4065.5342.000 SCHENDEL PEST CONTROL INC	Coliseum	\$ 50.52
001.6050.5342.000 SCHENDEL PEST CONTROL INC	City Hall/ Carnegie Bldg/ Parks office 7/17	\$ 22.23
001.6050.5342.000 SCHENDEL PEST CONTROL INC	City Hall rodent clean out 8/2	\$ 69.55
001.6051.5342.000 SCHENDEL PEST CONTROL INC	City Hall/ Carnegie Bldg/ Parks office 7/17	\$ 22.90
184.5030.5242.000 Schmidt, Michael T	rent assistance	\$ 129.00
184.5030.5242.000 Schmidt, Michael T	rent assistance	\$ 465.00
184.5030.5242.000 Schmidt, Michael T	rent assistance	\$ 875.00
184.5030.5242.000 Schrader, Chantelle	rent assistance	\$ 303.00
001.1099.5344.000 SCHUMACHER ELEVATOR COMPANY	PD & FD elevator quarterly maintenance	\$ 344.19
001.6051.5344.000 SCHUMACHER ELEVATOR COMPANY	Carnegie Bldg elevator	\$ 245.70
110.2010.5718.000 SE Jones Industries Inc	Street dept Manifold set	\$ 530.40
110.2010.5718.000 SE Jones Industries Inc	Street dept stringer and aluminum gauge set	\$ 616.62
001.1011.5342.000 Sensys Gatso USA Inc.	Sensys Gatso ATE Tickets PD	\$ 3,955.00
610.8015.5980.000 Serrano, Esteban	Sewer refund 2024 sod watering	\$ 68.16
001.6050.5410.000 SHERWIN WILLIAMS COMPANY	City Hall paint	\$ 27.41
001.1050.5600.000 Sho Biz Inc dba Minuteman	Fire dept report forms	\$ 135.70
184.5030.5605.000 Sho Biz Inc dba Minuteman	Housing - laminated labels	\$ 45.06

184.5030.5242.000 Shugarland Apts	rent assistance	\$ 290.00
001.4065.5342.000 SIEMENS, ERIC R	Coliseum Bldg fire alarm bldg service call	\$ 1,205.00
001.1010.5342.000 SIGN CREATIONS	Decals for Speed Trailer on high tack	\$ 150.00
140.4030.5611.000 SIGN CREATIONS	Disc Golf Sponsors	\$ 102.50
884.7010.5980.000 SIMONS, STEVEN R	July/ August insurance	\$ 304.90
610.8015.5980.000 Singh, Martin	Sewer refund 2024- filled pool	\$ 54.11
140.4030.5611.000 SMI Co	Parks safety fiber	\$ 1,788.00
363.2010.5600.000 SPAHN & ROSE LUMBER CO	Street repairs lumber for forms	\$ 30.62
001.6021.5230.000 SPEER FINANCIAL,INC.	FY23 continuing disclosure & filing fee-June file	\$ 400.00
184.5030.5242.000 Stalzer, Jason W	rent assistance	\$ 622.00
610.8015.5980.000 Steddom, Chris	Sewer refund 2024 - sod/ seed watering	\$ 88.76
001.1010.5344.000 Stericycle Inc	PD shredding services 7/8	\$ 91.10
184.5030.5344.000 Stericycle Inc	Housing services 7/8	\$ 49.01
001.4030.5342.000 STERLING FIRE & SAFETY INC	Annual inspections	\$ 126.00
184.5030.5246.000 Stiegelmeier, Curtis	rent assistance	\$ 10.00
110.2010.5600.000 Strands	Street dept strainer with top	\$ 90.48
140.4030.5611.000 Strands	Anson Park paint	\$ 19.59
184.5030.5242.000 SUNRISE APARTMENTS, INC	rent assistance	\$ 98.00
184.5030.5242.000 Superior Rentals LLC	rent assistance	\$ 387.00
184.5030.5242.000 Superior Rentals LLC	rent assistance	\$ 254.00
184.5030.5242.000 Superior Rentals LLC	rent assistance	\$ 369.00
184.5030.5242.000 Sweet Pea Properties LLC	rent assistance	\$ 247.00
184.5030.5242.000 Swift, Scott	rent assistance	\$ 421.00
001.1050.5600.000 THEISENS SUPPLY INC	Fire dept equipment repair supplies	\$ 6.99
001.1050.5600.000 THEISENS SUPPLY INC	lube for chain/ transmission oil	\$ 29.97
001.4030.5562.000 THEISENS SUPPLY INC	FS 131R Stihl Loop handle trimmer	\$ 440.99
001.4030.5609.000 THEISENS SUPPLY INC	Preen Preventer	\$ 39.99
001.4030.5611.000 THEISENS SUPPLY INC	10 ton forged pintles	\$ 159.98
001.4045.5611.000 THEISENS SUPPLY INC	clevis links	\$ 9.98
001.4045.5611.000 THEISENS SUPPLY INC	clevis links	\$ (9.98)
001.4045.5611.000 THEISENS SUPPLY INC	Parks weaver foam	\$ 29.99
110.2010.5718.000 THEISENS SUPPLY INC	Street dept pick tool	\$ 23.99
610.8015.5132.000 THEISENS SUPPLY INC	WPCP employee clothing	\$ 249.97
610.8015.5132.000 THEISENS SUPPLY INC	WPCP employee clothing	\$ (249.97)
610.8015.5600.000 THEISENS SUPPLY INC	WPCP green nuts and bolts	\$ 2.53
610.8015.5600.000 THEISENS SUPPLY INC	WPCP green nuts and bolts	\$ (2.53)
610.8016.5132.000 THEISENS SUPPLY INC	Sewer dept new employee clothing	\$ 209.35
740.8065.5132.000 THEISENS SUPPLY INC	Sewer dept new employee clothing	\$ 139.57
001.6900.5341.000 TOTAL ADMINISTRATIVE SERVICE CORP.	2023 TASC breakdown finalization	\$ 21.82
690.8050.5341.000 TOTAL ADMINISTRATIVE SERVICE CORP.	2023 TASC breakdown finalization	\$ 311.09
740.8065.5341.000 TOTAL ADMINISTRATIVE SERVICE CORP.	2023 TASC breakdown finalization	\$ (64.25)
999.1128.000 TOTAL ADMINISTRATIVE SERVICE CORP.	FLEX HEALTH BENEFITS	\$ 5,286.90
999.1128.000 TOTAL ADMINISTRATIVE SERVICE CORP.	FLEX HEALTH BENEFITS	\$ 833.29
999.1128.000 TOTAL ADMINISTRATIVE SERVICE CORP.	FLEX HEALTH BENEFITS	\$ 833.29
999.1128.000 TOTAL ADMINISTRATIVE SERVICE CORP.	FLEX HEALTH BENEFITS	\$ 5,236.90
999.1129.000 TOTAL ADMINISTRATIVE SERVICE CORP.	FLEX DEP CARE BENEFITS	\$ 774.99
999.1129.000 TOTAL ADMINISTRATIVE SERVICE CORP.	FLEX DEP CARE BENEFITS	\$ 208.33
999.1129.000 TOTAL ADMINISTRATIVE SERVICE CORP.	FLEX DEP CARE BENEFITS	\$ 208.33
999.1129.000 TOTAL ADMINISTRATIVE SERVICE CORP.	FLEX DEP CARE BENEFITS	\$ 774.99
184.5030.5242.000 Town Apartments Corporation	rent assistance	\$ 239.00
184.5030.5242.000 Town Apartments Corporation	rent assistance	\$ 293.00
001.4040.5441.000 TREASURER ST OF IOWA	Sales/ Use Tax	\$ 2,756.64
001.4040.5442.000 TREASURER ST OF IOWA	Sales/ Use Tax	\$ 376.34
610.8015.5441.000 TREASURER ST OF IOWA	Sales/ Use Tax	\$ 18,313.02
610.8015.5441.000 TREASURER ST OF IOWA	Sales/ Use Tax	\$ 3,052.18
999.1102.000 TREASURER STATE OF IOWA	Bi-Weekly Payroll SIT	\$ 6,815.66
999.1102.000 TREASURER STATE OF IOWA	Bi-Weekly Payroll SIT	\$ 11,913.20
001.4010.5215.000 TSYS	Library credit card transaction fees JUNE	\$ 63.85
001.6021.5215.000 TSYS	Finance credit card transaction fees JUNE	\$ 427.57
184.5030.5242.000 TTLC Coop Housing	rent assistance	\$ 333.00
184.5030.5242.000 TTLC Coop Housing	rent assistance	\$ 478.00
184.5030.5242.000 TTLC Coop Housing	rent assistance	\$ 421.00
184.5030.5242.000 TTLC Coop Housing	rent assistance	\$ 86.00
184.5030.5242.000 Ultimate Property Management LLC	rent assistance	\$ 513.00
184.5030.5242.000 Ultimate Property Management LLC	rent assistance	\$ 513.00
184.5030.5242.000 Ultimate Property Management LLC	rent assistance	\$ 513.00
110.2010.5339.000 Unity Point- Occupational Medicine	Random drug/ alcohol screenings	\$ 84.00
610.8016.5339.000 Unity Point- Occupational Medicine	Random drug/ alcohol screenings	\$ 50.40

740.8065.5339.000 Unity Point- Occupational Medicine	Random drug/ alcohol screenings	\$ 33.60
001.4010.5380.000 V&V Mini Storage	Book Mobile storage 3/27/24-25	\$ 420.00
140.4030.5611.000 Vajgrt, Roger	Dog Park light post hole digger rental	\$ 15.00
999.1166.000 Valles, Brenda	Parking ticket overpayment	\$ 100.00
133.4065.5342.000 VAN METER INC	Engineering Services -replace switch gear	\$ 7,420.00
610.8015.5600.000 VAN METER INC	Boiler pump-analog card, Scada screen	\$ 1,016.00
001.4030.5565.000 VANWALL EQUIPMENT INC	Mower blade	\$ 84.99
001.4030.5565.000 VANWALL EQUIPMENT INC	Parks - spindle	\$ 212.79
001.6012.5703.000 VARI Sales Corp	Vari desk cube corner and dual monitor arm	\$ 774.00
001.1071.5450.000 VERIZON WIRELESS	Housing services 7/14-8/13/24	\$ 61.20
001.1075.5450.000 VERIZON WIRELESS	Housing services 7/14-8/13/24	\$ 61.21
184.5030.5242.000 Walker, Angela	rent assistance	\$ 309.00
001.4041.5358.000 Wandering Creek LLC	Lessons 6/10-6/14/24	\$ 2,000.00
184.5030.5242.000 Weatherly, Erin & Bob	rent assistance	\$ 306.00
184.5030.5242.000 Weatherly, Erin & Bob	rent assistance	\$ 725.00
184.5030.5242.000 Weatherly, Erin & Bob	rent assistance	\$ 562.00
001.6012.5460.000 Webb, Carol	ICMA Conference Airfare to Pittsburgh 9/21-9/25	\$ 397.95
184.5030.5242.000 White, Amalia	rent assistance	\$ 311.00
001.4040.5358.000 Wickham, Michael	classes 7/23-8/27/24	\$ 540.00
610.8015.5980.000 Williams, Mark	Sewer refund sod watering	\$ 22.19
184.5030.5246.000 Wirth, Tammy	rent assistance	\$ 50.00
001.1050.5132.000 Witmer Public Safety Group Inc	Leather frontes type 4 -decals Badge	\$ 63.99
001.1050.5132.000 Witmer Public Safety Group Inc	Gloves, boots, Fire helmet	\$ 894.72
001.1099.5482.000 WoodRiver Energy LLC	Police & Fire Bldg 11672 6/24-7/25	\$ 841.79
001.4010.5482.000 WoodRiver Energy LLC	Library gas #7078 6/19-7/18/24	\$ 89.04
001.4045.5482.000 WoodRiver Energy LLC	SWIMMING POOL 7077 6/24-7/25	\$ 3,131.34
184.5030.5242.000 Worent Inc	rent assistance	\$ 119.00
001.1010.5702.000 Working Fire Furniture & Mattress Co Inc	PD Big & Tall recliner	\$ 1,100.44
001.1010.5702.000 Workspace	PD HON Industry chair	\$ 742.35
184.5030.5242.000 Worsfold Farm LLC	rent assistance	\$ 361.00
001.1010.5132.000 Worsfold, Kyle	Clothing	\$ 115.00
999.1164.000 Worsfold, Kyle	Clothing-Hillers	\$ 94.00
001.1099.5611.000 WW GRAINGER	Building filters	\$ 216.68
001.4010.5410.000 WW GRAINGER	Library staff restroom water heater	\$ 226.94
001.4010.5600.000 WW GRAINGER	Building filters	\$ 225.08
001.4065.5600.000 WW GRAINGER	Building filters	\$ 231.44
001.6050.5600.000 WW GRAINGER	Building filters	\$ 86.60
001.6050.5600.000 WW GRAINGER	Building filters-YSS	\$ 56.50
001.6051.5600.000 WW GRAINGER	Building filters	\$ 26.38
110.2010.5626.000 Xcessories Squared	Stainless steel banding, brackets	\$ 711.54
389.1010.5230.000 YSS Grants Billing	YSS MPACT Services	\$ 13,287.14
TOTAL		\$1,473,462.51



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

To: Civil Service Commission

From: Jill Petermeier, Human Resource Director

Re: Parking and Code Enforcement Officer

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

Matt Clawson 242/353

This list shall be valid for a period not to exceed August 2, 2025

Date List Certified by Civil Service Commission:

August 2, 2024



Nancy Harris, Civil Service Commission Chair

Attest:



Alicia Hunter, Clerk of the Commission

**RESOLUTION ALLOWING OPEN CONTAINERS ON DESIGNATED PUBLIC
WAYS FOR THE 13TH STREET DISTRICT HARVEST MARKET AND CONCERT
EVENT ON SEPTEMBER 6, 2024**

WHEREAS, the City of Marshalltown Code of Ordinances 93.007 Alcoholic Beverages states, no person shall possess, use or consume beer, wine or alcoholic liquor in a public park or nature area, including park roads and parking areas, except the following: premise covered by a liquor control license; and beer gardens as permitted by the Park and Recreation Department, with City Council approval; and

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

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

WHEREAS, 13th Street District has requested the ability to hold the Harvest Market and concert event on 13th Street from Summit to Fremont Street to include the City parking lot and West End Park on September 6, 2024, where they will be the liquor license holder for the event serving alcohol in the barricaded area; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that the Harvest Market and concert event at the 13th Street District on September 6, 2024 is granted an exemption to allow for open containers in a public way and public park.

Passed this 12th day of August 2024 and signed this ____ day of August 2024.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

MARSHALLTOWN

I O W A

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

TO: Mayor & City Council
FROM: Alicia Hunter, City Clerk
DATE: July 30, 2024
RE: Approval of alcohol in the park and public ways

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: Partner in community events.

Recommendation: Allow alcohol beverages in a public park and public ways for community event.

Budget Impact: N/A

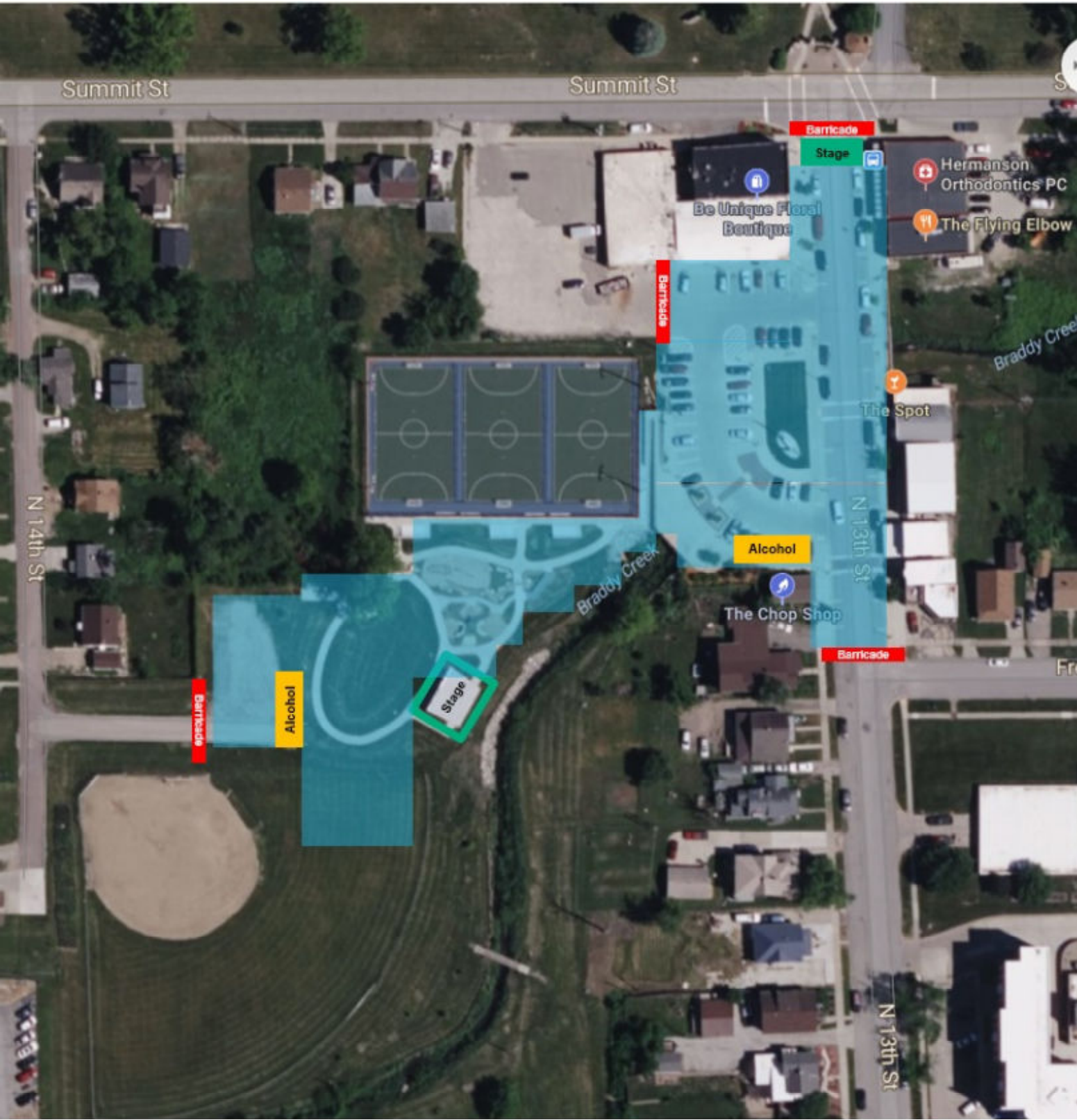
Description/Background: The City of Marshalltown Code of Ordinances 93.007 Alcoholic Beverages states, no person shall possess, use or consume beer, wine or alcoholic liquor in a public park or nature area, including park roads and parking areas, except when the following criteria have been met: (1) a public use permit has been issued by the City Clerk; and (2) the premise is covered by an alcohol license issued by the State of Iowa Alcoholic Beverages Division. Staff have approved a public use permit for the use of 13th Street and West End Park for a community event on September 6, 2024 for the annual Harvest Market and concert and the 13th Street District has applied for a 5-day event alcohol license with the Iowa ABD.

The City of Marshalltown Code of Ordinances 130.030(1) states that "it shall be unlawful for any person to possess an open or unsealed bottle, can, jar or other receptacle containing an alcoholic beverage on any public sidewalk, street, alley or parking lot, or within a motor vehicle. Section 130.030(2) grants the City Council the power to grant exceptions to Section 130.030(B) for special events and activities. Staff recommend the approval of alcohol on public ways for this community wide event.

CITY COUNCIL

Melisa Fonseca, Barry Kell, Mike Ladehoff,
Mark Mitchell, Greg Nichols, Jeff Schneider, Gary Thompson





**RESOLUTION ALLOWING OPEN CONTAINERS ON PUBLIC WAYS FOR
OKTEMBERFEST EVENTS, SEPTEMBER 26-29, 2024**

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

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

WHEREAS, the Oktoberfest Foundation has requested the ability to have open containers on public ways for community Oktoberfest events September 26-29, 2024, where Thirsty Pigs LLC will be the liquor license holder for the event serving alcohol in the barricaded areas, which will be adjusted for each event, on Main Street from North 3rd Street to South 1st Avenue (does not include carnival area) and on Center Street from Main Street to Church Street; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that the Oktoberfest events, September 26-29, 2024 is granted an exemption to allow for open containers on public ways.

Passed this 12th day of August 2024 and signed this _____ day of August 2024.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

MARSHALLTOWN

I O W A

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

TO: Mayor & City Council
FROM: Alicia Hunter, City Clerk
DATE: August 7, 2024
RE: Approval of alcohol on public ways

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: Partner in community events.

Recommendation: Allow alcohol beverages on public ways for community event.

Budget Impact: N/A

Description/Background: City staff have attended planning meetings with the Oktoberfest Committee regarding events scheduled for September 26-29, 2024. With the wrap up of State Street construction in August, the parade and event setup will be moved back to Main Street this year.

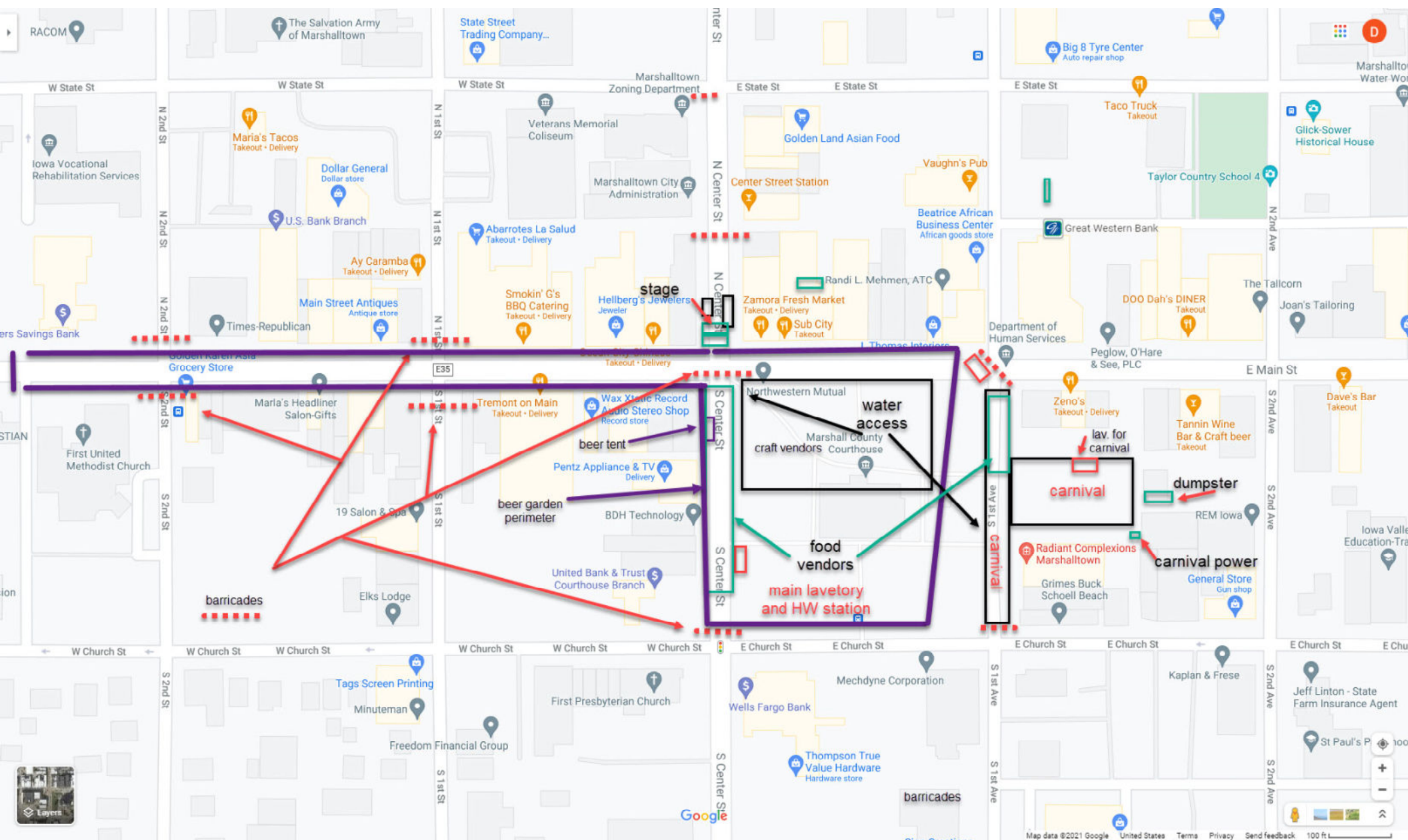
The City of Marshalltown Code of Ordinances 130.030(1) states that "it shall be unlawful for any person to possess an open or unsealed bottle, can, jar or other receptacle containing an alcoholic beverage on any public sidewalk, street, alley or parking lot, or within a motor vehicle. Section 130.030(2) grants the City Council the power to grant exceptions to Section 130.030(B) for special events and activities.

The Oktoberfest Foundation has requested the ability to have open containers on public ways where Thirsty Pigs LLC will be the liquor license holder for the event serving alcohol in the barricaded areas, which will be adjusted for each event, on Main Street from North 3rd Street to South 2nd Avenue and on Center Street from Main Street to Church Street. Staff recommend the approval of alcohol on public ways for this community wide event.

CITY COUNCIL

Melisa Fonseca, Barry Kell, Mike Ladehoff,
Mark Mitchell, Greg Nichols, Jeff Schneider, Gary Thompson





**RESOLUTION SETTING A PUBLIC HEARING FOR THE CONVEYANCE AND
TRANSFER OF TITLE OF THE EAST HALF OF 510 E MAIN STREET TO RMB
COOPERATIVE**

WHEREAS, the City Council approved the sale of 510 East Main Street to RMB Cooperative on June 24, 2024 by resolution 2024-120; and

WHEREAS, the Marshall County Assessor's Office advised the legal description on the quit claim deed was only for the west half of the parcel and the intent was to sell the whole parcel;

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

510 East Main Street, legally described as: The East Half of Lot 11, Block 7, Marshalltown, Marshall County, Iowa. From the City of Marshalltown to RMB Cooperative. The consideration for such conveyance was paid at the sum of \$1,500 (One Thousand Five Hundred and 00/100).

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

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

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

Section 1. The City Clerk shall cause to be published the notice required by law, by publication once in the Marshalltown Times-Republican, a newspaper having general circulation in the City of Marshalltown, Iowa, the publication to be not less than four (4) days nor more than twenty (20) days prior to the date hereinafter fixed in the City Hall, 10 W State Street, Marshalltown, Iowa, on August 26, 2024, 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 12th day of August 2024, and signed this ____ day of August 2024.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

MARSHALLTOWN

I O W A

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

TO: Mayor & City Council
FROM: Alicia Hunter, City Clerk
DATE: August 7, 2024
RE: Setting public hearing for conveyance of the East half of 510 E Main 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: Set a public hearing for August 26, 2024.

Budget Impact: N/A

Description/Background: The Council approved the sale of 510 East Main Street to high bidder RMB Cooperative on June 24, 2024 by Resolution 2024-120. The quit claim deed was recorded on 7/19/24 (File 2024-00002827). The legal description provided on the quit claim deed was only for the west half of the parcel. The city was granted a 657A judgement/title for only the west half (former address 510 E Main St). The city acquired the east half through tax sale in 2017 (former address 512 E Main St). The city then had the parcels combined in March of 2022 under 510 E Main St. Legal council advised we must hold another public hearing to convey the east half by quit claim deed. The public hearing will be scheduled for August 26, 2024 to correct this technical error.

CITY COUNCIL

Melisa Fonseca, Barry Kell, Mike Ladehoff,
Mark Mitchell, Greg Nichols, Jeff Schneider, Gary Thompson





Recorded: 07/19/2024 at 03:46:09 PM

Amt: \$47.00 Charge Page 1 of 8

Revenue Tax:

Marshall County Iowa

Nan Benson County Recorder

File **2024-00002827**

\$47.00 chg.

Box X *Return to preparer: Alicia Hunter, City Clerk,
City of Marshalltown, Marshalltown, IA 50158, 641-754-5701

Document Title: QUIT CLAIM DEED

OWNER:
City of Marshalltown
24 North Center Street
Marshalltown, IA 50158

LEGAL DESCRIPTION:
THE WEST HALF OF LOT 11, BLOCK 7,
MARSHALLTOWN, MARSHALL COUNTY, IOWA.

GRANTOR:
City of Marshalltown
24 North Center Street
Marshalltown, IA 50158

GRANTEE:
RMB Cooperative
410 N 6th Street
Marshalltown, IA 50158

CLERK'S CERTIFICATE

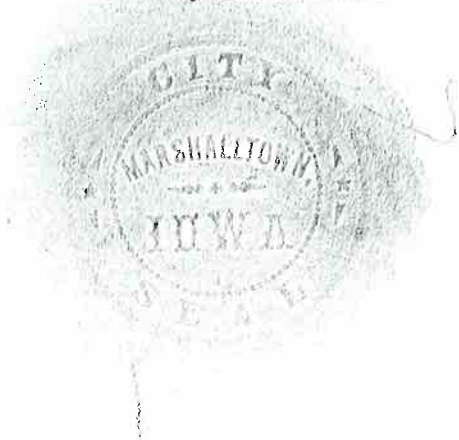
STATE OF IOWA)
) ss:
COUNTY OF MARSHALL)

I, Alicia Hunter, do hereby certify that I am the duly appointed, qualified and acting City Clerk of the City of Marshalltown, Iowa. That as such City Clerk I have in my possession and under my control the official records of the City of Marshalltown, Iowa. That I certify the foregoing papers to which this certificate is attached are true and correct extract of records pertaining thereto.

- a) Clerk's Certificate
- b) Quit Claim Deed
- c) Section of Council Minutes for 05/28/24 and 06/24/24
- d) Resolution 2024-120 Providing for the Conveyance and Transfer of Title for 510 East Main Street from the City of Marshalltown, Iowa to RMB Cooperative
- e) Affidavit of Publication for Public Hearing
- f) Resolution 2024-091 Setting Public Hearings for the Conveyance and Transfer of Title of City Owned Vacant Lots

Dated this 19th day of July, 2024

Alicia Hunter
Alicia Hunter, City Clerk



**COUNCIL PROCEEDINGS
MAY 28, 2024**

Mayor Greer called the meeting to order at 5:30 p.m., May 28, 2024, at the City Hall Council Chambers, 10 W State Street, and led the pledge of allegiance. Roll call—Present: Kell, Ladehoff, Mitchell, Nichols, Schneider, Thompson. There is a vacancy for 4th Ward Councilor.

RESOLUTIONS

Mayor Greer opened a public hearing at 6:19 pm for PROVIDING FOR THE CONVEYANCE AND TRANSFER OF TITLE FOR 510 EAST MAIN STREET FROM THE CITY OF MARSHALLTOWN, IOWA TO RMB COOPERATIVE. No written or public comments were received. The public hearing was closed at 6:20 pm. Motion by Schneider, second by Kell to table RESOLUTION 2024-120 PROVIDING FOR THE CONVEYANCE AND TRANSFER OF TITLE FOR 510 EAST MAIN STREET FROM THE CITY OF MARSHALLTOWN, IOWA TO RMB COOPERATIVE. Motion carried 6-0.

The meeting adjourned at 7:24 pm.
/s/ Alicia Hunter, City Clerk

**COUNCIL PROCEEDINGS
JUNE 24, 2024**

Mayor Pro-tem Ladehoff, in Mayor Greer's absence, called the meeting to order at 5:30 p.m., June 24, 2024, at the City Hall Council Chambers, 10 W State Street, and led the pledge of allegiance. Roll call—Present: Kell, Ladehoff, Mitchell, Nichols, Schneider, Thompson. There is a vacancy for 4th Ward Councilor.

RESOLUTIONS

Motion by Nichols, second by Mitchell to UNTABLE RESOLUTION 2024-120 PROVIDING FOR THE CONVEYANCE AND TRANSFER OF TITLE FOR 510 EAST MAIN STREET FROM THE CITY OF MARSHALLTOWN, IOWA TO RMB COOPERATIVE. Motion carried 6-0.

Motion by Thompson, second by Nichols to adopt RESOLUTION 2024-120 PROVIDING FOR THE CONVEYANCE AND TRANSFER OF TITLE FOR 510 EAST MAIN STREET FROM THE CITY OF MARSHALLTOWN, IOWA TO RMB COOPERATIVE. Motion carried 4-2, Kell and Schneider dissenting.

The meeting adjourned at 8:56 pm.
/s/ Alicia Hunter, City Clerk

Prepared By: Steven Leidinger, Lynch Dallas, P.C., P.O. Box 2457, Cedar Rapids, IA 52406, (319) 365-9101
Return To: City of Marshalltown, 24 N Center Street, Marshalltown, IA 50158, 641-754-5701
Taxpayer Information: RMB Cooperative, 410 N 6th Street, Marshalltown, IA 50158

QUIT CLAIM DEED

For the consideration of One Dollar and other valuable consideration, the **CITY OF MARSHALLTOWN, IOWA**, an Iowa municipal corporation, does hereby Quit Claim to **RMB COOPERATIVE** all of its right, title, interest, estate, claim and demand in the following described real estate in Marshall County, Iowa:

THE WEST HALF OF LOT 11, BLOCK 7, MARSHALLTOWN, MARSHALL COUNTY, IOWA.

Subject nevertheless to all easements, covenants, conditions, and restrictions of record.

There is no known private burial site, well, solid waste disposal site, underground storage tank, hazardous waste, or private sewage disposal system on the property as described in Iowa Code section 558.69, and therefore the transaction is exempt from the requirement to submit a groundwater hazard statement.

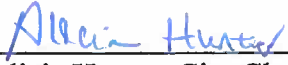
This transfer is exempt from revenue stamps and Declaration of Value pursuant to Iowa Code §428A.2(19) this being a deed executed by public officials in the performance of their official duties.

This transfer is approved by the City Council of the City of Marshalltown, Iowa Resolution No. 2024-120.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

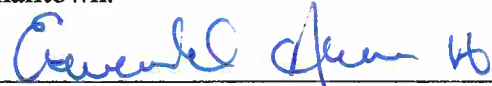
Dated this 1st day of July, 2024.

CITY OF MARSHALLTOWN, IOWA,
an Iowa municipal corporation

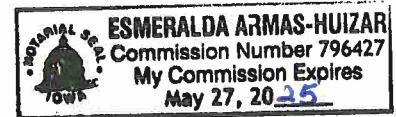
By:  Attest: 
Joel T.S. Greer, Mayor Alicia Hunter, City Clerk

STATE OF IOWA,
COUNTY OF MARSHALL, ss:

This instrument was acknowledged before me on the 19th day of July, 2024, by **Joel T.S. Greer**, as Mayor for the City of Marshalltown, Iowa known to me to be the same individual named in and who executed the foregoing document and acknowledged that he executed the same as his voluntary act and deed on behalf of the City of Marshalltown.

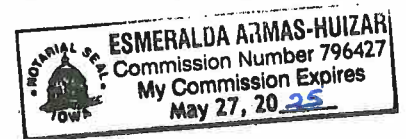

Notary Public in and for said State

STATE OF IOWA,
COUNTY OF MARSHALL, ss:



This instrument was acknowledged before me on the 19th day of July, 2024, by **Alicia Hunter**, as City Clerk for the City of Marshalltown, Iowa known to me to be the same individual named in and who executed the foregoing document and acknowledged that she executed the same as her voluntary act and deed on behalf of the City of Marshalltown.


Notary Public in and for said State



**RESOLUTION PROVIDING FOR THE CONVEYANCE AND TRANSFER OF
TITLE FOR 510 EAST MAIN STREET FROM THE CITY OF
MARSHALLTOWN, IOWA TO RMB COOPERATIVE**

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 RMB Cooperative; and

WHEREAS, the consideration for the transfer of the real estate to RMB Cooperative, as set forth in Section 1, is the full sum of \$1,500 (One Thousand Five 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 RMB Cooperative 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 RMB Cooperative of the property:

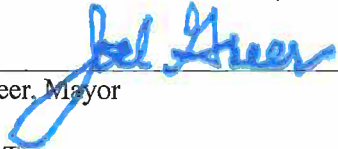
510 East Main Street, legally described as: The West Half of Lot 11, Block 7, Marshalltown, Marshall County, Iowa

The consideration for such conveyance shall be the sum of \$1,500.00 (One Thousand Five Hundred and 00/100).

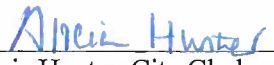
Section 2. The City of Marshalltown hereby approves the transfer of said property, subject to easements being retained and rights of way of utilities, and access to and maintenance of said utilities. Said easements, rights of way and access will be retained until such time as the utility no longer utilizes or needs facilities in this location.

Passed this 24th day of June 2024, and signed this 25th day of June 2024.

CITY OF MARSHALLTOWN, IOWA


Joel Greer, Mayor

ATTEST:


Alicia Hunter, City Clerk

AFFIDAVIT OF PUBLICATION

State of Florida, County of Orange, ss:

Hadley Christman, being first duly sworn, deposes and says: That (s)he is a duly authorized signatory of Column Software, PBC and duly authorized agent of Times-Republican, LLC which is a corporation for pecuniary profit organization under the law of the State of Iowa, with its principal place of business in Marshall county, Iowa; that the "Times-Republican" is a Daily newspaper of general circulation in Marshall County printed wholly in the English language and published by said corporation at the city of Marshalltown, in Marshall County, Iowa; and have personal knowledge of the facts stated herein; that the Notice hereto attached in the above entitled action was published in the regular daily edition of the said "Times-Republican" once each week for: 1 consecutive weeks on the days and dates as follows, to-wit:

PUBLICATION DATES:

May. 21, 2024

NOTICE ID: BUw5k5POM5xwZHrFR2au

PUBLISHER ID: L60004

NOTICE NAME: 2024-05-21_

Statutory fees for publishing said notice are: \$23.00

Hadley Christman

(Signed) _____

VERIFICATION

State of Florida
County of Orange

Subscribed in my presence and sworn to before me on this: 05/22/2024

[Signature]

Notary Public

Notarized remotely online using communication technology via Proof.



PAMELA BAEZ
Notary Public - State of Florida

Commission # HH 186700

Expires on October 14, 2025

NOTICE OF PUBLIC HEARING SALE OF VACANT LOTS

Public notice is hereby given that there is now on file in the City Clerk's Office a proposal to transfer and convey title by Quit Claim Deed of the following described properties.

510 East Main Street, legally described as: THE WEST HALF OF LOT 11, BLOCK 7, MARSHALLTOWN, MARSHALL COUNTY, IOWA. From the City of Marshalltown to RMB Cooperative. The consideration for such conveyance shall be the sum of \$1,500 (One Thousand Five Hundred One and 00/100).

406 Lee Street, legally described as: LOT 4, BLOCK 1, CHURCH & COTTLE'S ADDITION TO MARSHALL, MARSHALL COUNTY, IOWA. From the City of Marshalltown to RMB Cooperative. The consideration for such conveyance shall be the sum of \$1,500 (One Thousand Five Hundred and 00/100).

708 Lee Street, legally described as: LOT 13 AND THE EAST ONE-HALF OF LOT 12, ALL IN BLOCK 8, IN SUNRISE ADDITION TO THE ORIGINAL TOWN OF MARSHALL, MARSHALL COUNTY, IOWA. From the City of Marshalltown to RMB Cooperative. The consideration for such conveyance shall be the sum of \$1,500 (One Thousand Five Hundred and 00/100).

The final action on these property sales will be taken at the City Council meeting to be held at 10 W State Street, Marshalltown, Iowa on May 28, 2024 at 5:30 pm, at which time and place hearing will be had on any comments made in writing or orally at the said hearing, on the proposed conveyance and transfer of property. If you require special accommodations to attend the hearing such as handicapped accessibility or translation services, please contact 641-754-5701 to discuss. This notice is given as required by section 364.7 of the Code of Iowa.

Alicia Hunter, City Clerk

Published in the Times - Republican
May 21, 2024

L60004

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

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

WHEREAS, the City is offering a Quit Claim Deed for the properties that are being sold as is. Sealed bids were solicited and accepted by 10:00 a.m. on May 7, 2024, with the highest bid for each lot was selected as the winning bid;

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

510 East Main Street, legally described as: The West Half of Lot 11, Block 7, Marshalltown, Marshall County, Iowa. From the City of Marshalltown to RMB Cooperative. The consideration for such conveyance shall be the sum of \$1,500 (One Thousand Five Hundred and 00/100).

406 Lee Street, legally described as: Lot 4, Block 1, Church & Cottle's Addition to Marshall, Marshall County, Iowa, subject to easements and restrictions of record. From the City of Marshalltown to RMB Cooperative. The consideration for such conveyance shall be the sum of \$1,500 (One Thousand Five Hundred and 00/100).

708 Lee Street, legally described as: Lot 13 and the East One-half of Lot 12, all in Block 8, in Sunrise Addition to the Original Town of Marshall, Marshall County, Iowa, subject to easements and restrictions of record, if any. From the City of Marshalltown to RMB Cooperative. The consideration for such conveyance shall be the sum of \$1,500 (One Thousand Five Hundred and 00/100).

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

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

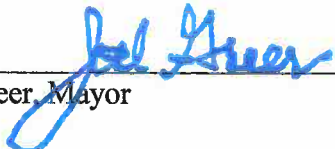
NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA:

Section 1. The City Clerk shall cause to be published the notice required by law, by publication

once in the Marshalltown Times-Republican, a newspaper having general circulation in the City of Marshalltown, Iowa, the publication to be not less than four (4) days nor more than twenty (20) days prior to the date hereinafter fixed in the City Hall, 10 W State Street, Marshalltown, Iowa, on May 28, 2024, 5:30 pm to consider any and all comments filed with the City Clerk or made in open Council to the proposal for conveyance as herein contained and to take final action thereon.

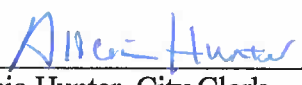
Passed this 13th day of May 2024, and signed this 14th day of May 2024.

CITY OF MARSHALLTOWN, IOWA



Joel Greer, Mayor

ATTEST:



Alicia Hunter, City Clerk

August 5, 2024

VIA E-MAIL

Alicia Hunter
City Clerk/City Hall
Marshalltown, IA

Re: Marshalltown Urban Renewal Area No. 3 (August, 2024 Amendment)
Our File No. 422742-59

Dear Alicia:

We have prepared the attached materials which will enable your City Council to act on August 12th to set September 9th as the date for a public hearing on the amendment to the existing urban renewal plan for the Marshalltown Urban Renewal Area No. 3.

The notice which is included in the attached resolution must be published once, not less than four (4) and not more than twenty (20) days prior to the date selected for the hearing. The last date on which the notice may effectively be published is September 5, 2024. Please print a copy of the notice for delivery to the newspaper. Please email a copy of the published notice to lemke.susan@dorsey.com.

Also, a “consultation session” must be set up with the local county and school district. Please refer to my separate letter enclosed for further details.

Please provide one fully executed set of proceedings, once all the actions have been taken, and contact John Danos or me if you have any questions.

Kind regards,

Amy Bjork

Attachments

cc: Cindy Kendall



August 5, 2024

VIA E-MAIL

Alicia Hunter
City Clerk/City Hall
Marshalltown, IA

Re: Marshalltown Urban Renewal Area No. 3 Amendment/Consultation Session
Our File Number: 422742-59

Dear Alicia:

The Iowa Urban Renewal Law requires that a city provide information concerning a proposed urban renewal plan or amendment to any other governmental bodies which might be affected by the use of tax increment financing within your urban renewal area. Specifically, the City must send a copy of the urban renewal plan amendment and an invitation to attend a meeting to discuss the urban renewal plan amendment to any county or school district whose jurisdiction covers any property which is within the urban renewal area. This consultation must be held at least two weeks prior to the public hearing on September 9, 2024.

It is our understanding that the property within your urban renewal area would affect Marshall County and the Marshalltown Community School District.

Attached is a draft letter which you may use in order to provide notification to these governmental entities of the date, time and place of a meeting at which they may discuss your urban renewal plan amendment. The law does not require that this be a meeting of the City Council, and you may use your discretion about who represents the City at the meeting.

Along with the letter, you should send a copy of the urban renewal plan amendment and a copy of the notice of the public hearing on the urban renewal plan amendment.

According to our records, here are the mailing addresses for the individuals who should receive the notification letter and the enclosures:

Board of Supervisors
c/o Marshall County Auditor
Marshall County Courthouse
1 E Main Street
Marshalltown, Iowa 50158

Superintendent
Marshalltown Community School District
1002 South 3rd Avenue
Marshalltown, Iowa 50158

Please call John Danos or me if you have questions.

Kind regards,

Amy Bjork

cc: Cindy Kendall

[City letterhead]

DATE: _____

TO: Board of Supervisors, Marshall County
Superintendent, Marshalltown Community School District

FROM: City Council
City of Marshalltown, Iowa

RE: Marshalltown Urban Renewal Area No. 3 Plan Amendment

The City of Marshalltown is in the process of amending the urban renewal plan for the Marshalltown Urban Renewal Area No. 3, and, pursuant to Section 403.5 of the Code of Iowa, the City is sending you the enclosed copy of its urban renewal plan amendment and scheduling a meeting at which you will have the opportunity to discuss this amendment.

The meeting to discuss our urban renewal plan amendment has been set for Monday, August 19, 2024, at 10:00 a.m. via Go-To-Meeting. If you are unable to send a representative to the meeting, we invite your written comments. In addition, Section 403.5 gives your designated representative the right to make written recommendations concerning the urban renewal plan amendment no later than seven days following the date of the meeting.

The City will also hold a public hearing on this urban renewal plan amendment at 5:30 p.m. on September 9, 2024, and a copy of the notice of hearing is enclosed for your information.

Please call Cindy Kendall or Alicia Hunter at (641) 754-5701 if you have questions.

Enclosure

SET DATE FOR HEARING ON URBAN
RENEWAL PLAN AMENDMENT

422742-59

Marshalltown, Iowa

August 12, 2024

The City Council of the City of Marshalltown, Iowa, met on August 12, 2024, at 5:30 p.m., at the City Council Chambers, 10 West State Street, in the City, for the purpose of setting a date for a public hearing on a proposed urban renewal plan amendment. The Mayor presided and the roll being called, the following members of the Council were present and absent:

Present: _____

Absent: _____.

The Mayor announced that an amendment to the urban renewal plan for the Marshalltown Urban Renewal Area No. 3 had been prepared, and that it was now necessary to set a date for a public hearing on the proposed amendment to the urban renewal plan. Accordingly, Council Member _____ moved the adoption of the following resolution entitled “Resolution Setting Date for a Public Hearing on Urban Renewal Plan Amendment,” and the motion was seconded by Council Member _____. Following due consideration, the Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

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

RESOLUTION NO. 2024-173

Resolution Setting Date for Public Hearing on Urban Renewal Plan Amendment
for the Marshalltown Urban Renewal Area No. 3

WHEREAS, the City Council of the City of Marshalltown, Iowa by resolution previously established the Marshalltown Urban Renewal Area No. 3 (the “Urban Renewal Area”) and adopted an urban renewal plan (the “Plan”) for the governance of initiatives and projects therein; and

WHEREAS, an amendment (the “Amendment”) to the Plan has been prepared which authorizes the undertaking of a new urban renewal project in the Urban Renewal Area consisting of providing tax increment financing support to Rise M, LLC (the “Company”) in connection with the construction by the Company of a new commercial building for use in the business operations of an outpatient health clinic, and

WHEREAS, it is now necessary that a date be set for a public hearing on the Amendment;

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

Section 1. This City Council will meet at the City Council Chambers, 10 West State Street, Marshalltown, Iowa, on September 9, 2024, at 5:30 p.m., at which time and place it will hold a public hearing on the proposed Amendment.

Section 2. The City Clerk shall publish notice of said hearing, the same being in the form attached hereto, which publication shall be made in a legal newspaper of general circulation in the City, which publication shall be not less than four (4) and not more than twenty (20) days before the date set for hearing.

Section 3. Pursuant to Section 403.5 of the Code of Iowa, the City Clerk and/or Cindy Kendall, or their designees, are hereby designated as the City’s representatives in connection with the consultation process which is required under that section of the urban renewal law.

Passed and approved this August 12, 2024.

Mayor

Attest:

City Clerk

NOTICE OF PUBLIC HEARING ON PROPOSED URBAN RENEWAL PLAN AMENDMENT

Notice Is Hereby Given: That at 5:30 p.m., at the City Council Chambers, 10 West State Street, Marshalltown, Iowa, on September 9, 2024, the City Council of the City of Marshalltown, Iowa, will hold a public hearing on the question of amending the urban renewal plan for the Marshalltown Urban Renewal Area No. 3 (the “Urban Renewal Area”) to authorize the undertaking of a new urban renewal project in the Urban Renewal Area consisting of providing tax increment financing support to Rise M, LLC (the “Company”) in connection with the construction by the Company of a new commercial building for use in the business operations of an outpatient health clinic. A copy of the amendment is on file for public inspection in the office of the City Clerk.

At said hearing any interested person may file written objections or comments and may be heard orally with respect to the subject matters of the hearing.

Alicia Hunter
City Clerk

• • • • •

On motion and vote the meeting adjourned.

Mayor

Attest:

City Clerk

PUBLICATION CERTIFICATE:

STATE OF IOWA
MARSHALL COUNTY
CITY OF MARSHALLTOWN

SS:

I, the undersigned, City Clerk of the aforementioned City do hereby certify that pursuant to the resolution of its City Council fixing a date of public hearing on a proposed urban renewal plan amendment, the notice, of which the printed slip attached to the publisher's affidavit hereto attached is a true and complete copy, was published on the date and in the newspaper specified in such affidavit, which newspaper has a general circulation in the City, and copies were sent to the county and school district.

WITNESS my hand this ____ day of _____, 2024.

City Clerk

(Attach here publisher's affidavit of publication of notice.)

(PLEASE NOTE: This certificate must not be dated until the publication has been made and you have reviewed it to be sure that the notice was published on the date indicated in the attached affidavit.)

ATTESTATION CERTIFICATE:

STATE OF IOWA
MARSHALL COUNTY
CITY OF MARSHALLTOWN

SS:

I, the undersigned, City Clerk of the aforementioned City, do hereby certify that as such I have in my possession or have access to the complete corporate records of the City and of its officers; and that I have carefully compared the transcript hereto attached with the aforesaid records and that the attached is a true, correct and complete copy of the corporate records relating to the action taken by the City Council preliminary to and in connection with setting a date for public hearing on an urban renewal plan amendment.

WITNESS my hand this ____ day of _____, 2024.

City Clerk

MARSHALLTOWN

I O W A

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

TO: Mayor and City Council
FROM: Cindy Kendall
DATE: 8-7-24
RE: Urban Renewal Area #3 Amendment

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: To include the construction of a new VA Clinic to the Urban Renewal Plan for Area #3.

Recommendation: Adopt Resolution Setting Date for Public Hearing on Urban Renewal Plan Amendment for the Marshalltown Urban Renewal Area No. 3 and direct the consultation to be scheduled as required by law.

Budget Impact: Increment value generated by this development will be certified beginning with FY 25-26. The not to exceed amount will be \$800,000

Description/Background: State law requires that any activity within a designated Urban Renewal Plan area, be included in the plan document if there is any probability that the City will try to capture some or all of the increment increase in valuation during the life of that plan. The procedure to add the Veteran's Clinic to the plan requires a public hearing, a consultation with the affected taxing agencies and adoption of the amended plan.

This plan amendment authorizes the VA Clinic project, providing tax increment financing support to Rise M, LLC (the "Company") in connection with the construction by the Company of the new commercial building for use in the business operations of an outpatient health clinic.

CITY COUNCIL

Melisa Fonseca, Barry Kell, Mike Ladehoff, Mark Mitchell,
Greg Nichols, Jeff Schneider, Gary Thompson



CITY OF MARSHALLTOWN, IOWA
URBAN RENEWAL PLAN AMENDMENT
MARSHALLTOWN URBAN RENEWAL AREA NO. 3

September, 2024

The Urban Renewal Plan (the “Plan”) for the Marshalltown Urban Renewal Area (the “Urban Renewal Area”) of the City of Marshalltown, Iowa (the “City”) is being amended for the purpose of identifying a new urban renewal project to be undertaken within the Urban Renewal Area.

1) Identification of Project. By virtue of this amendment, the list of authorized urban renewal projects in the Plan is hereby amended to include the following project description:

Name of Project: Rise M, LLC Commercial Building Project

Date of Council Approval of Project: September 9, 2024

Description of the Project: Rise M, LLC (the “Company”) has proposed to undertake the construction of a new commercial building (the “Project”) on the Property (as defined in Section 1 above) for use in the business operations of an outpatient health clinic.

It has been requested that the City provide tax increment financing assistance to the Company in support of the efforts to complete, operate and maintain the Project.

The costs incurred by the City in providing tax increment financing assistance to the Company will include legal and administrative fees (the “Admin Fees”) in an amount not to exceed \$10,000.

Description of Use of TIF for the Project: The City intends to enter into a Development Agreement with the Company with respect to the construction and use of the completed Project. The City intends to provide annual appropriation economic development payments (the “Payments”) to the Company under the Development Agreement. The Payments will be funded with incremental property tax revenues to be derived from the Property. It is anticipated that the City’s total commitment of incremental property tax revenues with respect to the Project will not exceed \$800,000, plus the Admin Fees.

2) Required Financial Information. The following information is provided in accordance with the requirements of Section 403.17 of the Code of Iowa:

Constitutional debt limit of the City:	<u>\$108,322,280</u>
Outstanding general obligation debt of the City:	<u>\$</u>
Proposed maximum indebtedness to be incurred in connection with this September, 2024 Amendment:	<u>\$ 810,000</u>

*It is anticipated that some or all of the debt incurred hereunder will be subject to annual appropriation by the City Council.

**RESOLUTION AUTHORIZING THE PURCHASE OF A 2025 POLARIS RANGER FOR
USE IN THE STREET DIVISION IN THE AMOUNT OF \$19,000 AND DECLARING
ASSET 7039, A 2012 JOHN DEERE GATOR, SURPLUS FOR DISPOSAL THEREOF**

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

WHEREAS, the City of Marshalltown, Iowa desires to procure a replacement utility task vehicle (UTV) to be utilized by the Street Division; and

WHEREAS, the City obtained three bids and the low bid was submitted by Hicklin Power Sports LLC of Grimes, Iowa for a purchase price of \$19,000.00; and

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

WHEREAS, the existing UTV, a 2012 John Deere Gator (Asset 7039), will be declared surplus and listed to be sold on GovDeals.

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

Section 1. That the City of Marshalltown approves the purchase of 2025 Polaris Ranger in the amount of \$19,000.00, to be used by the Street Division.

Section 2. That the existing UTV, a 2012 John Deere Gator, is declared surplus.

Section 3. The Public Works Director and Mayor of the City of Marshalltown are hereby authorized to enter into agreements on behalf of the City of Marshalltown to purchase said equipment at the above referenced price and conditions.

Passed this 12th day of August 2024, and signed this ____ day of August 2024.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

TO: Mayor and City Council
FROM: Heather Thomas, Public Works Director
DATE: August 12, 2024
RE: Street Division – Authorization for UTV Purchase

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: No objective covers vehicle/equipment replacement; however, maintaining equipment/vehicle in good operating conditions is required to be able to perform job duties.

Recommendation: Recommend authorizing Polaris Ranger UTV purchase and surplus asset 7039, John Deer Gator.

Budget Impact: RUT CIP has a total budget of \$20,000 in FY25; we are within budget. Purchase price of the low quote is \$19,000.00. There will be additional accessories associated with sprayer parts and appropriate construction zone lighting that will be purchased separately and we will have the sale price of the surplus gator.

Description/Background: UTVs are used in various tasks used by Public Works and sometimes borrowed by Park & Rec for pavement marking, work zone traffic control, spraying/weeds, levee observation/maintenance, alley observation/assessment, MS4 Inspections, and grounds maintenance.

The city obtained three quotes for a side-by-side UTV with the features necessary and desired to perform the tasks staff use them for. These included:

Hicklin Power Sports LLC (Grimes, Iowa)	\$ 19,000.00
U.S.S. Polaris LLC (Toledo, Iowa)	\$ 19,109.00
Stroom Powersports (Bondurant, Iowa)	\$ 21,808.00

We are recommending to surplus a 2012 John Deere Gator (Asset 7039). The Gator was initially purchased to assist in setting out and shifting traffic control cones in work sites. The Gator has a broken shifter where Van Wall reports the part is obsolete from the manufacturer. Attempts to repair/weld the broken shifter have been made; however, don't seem to last long. It is possible there are non-genuine replacement parts that could be installed. However, the City has not invested in that route as the capacity of the Gator is not rated to haul the sprayer we use for levee and ditch spraying, so the equipment has been underutilized over the last few years.

i:\public works\council items\2024\street div utv\memo_street utv purchase_24 08 12.docx

CITY COUNCIL

Melisa Fonseca, Barry Kell, Mike Ladehoff,
Mark Mitchell, Greg Nichols, Jeff Schneider, Gary Thompson



PAGE: 1

PHONE #: DATE: **7/23/2024**
CELL #: ORDER #: **40728**
ALT. #: CUSTOMER #: **107532**
P.O.#: **25MY RANGER** CP: **Adam**
TERMS: **Net 10th EOM** STATUS: **Active**
SALES TYPE: **Quote**
EMAIL: RLEGG@MARSHALLTOWN-IA.GOV

MARSHALLTOWN STREET DEPARTMENT
24 N Center Street
Marshalltown, IA 50158

Prices reflected on this quote are valid for 30 days or to the end of the current promotion time period, whichever is less, and while current supplies last. However, prices are subject to change if the program or promotion the prices were quoted under are no longer in effect.

Authorized By: _____



Hicklin Power Sports LLC

Bill of Sale

Deal # 16046

3160 SE Grimes Blvd Suite
700
Grimes, IA 50111
(877) 798-2807

Sales Person: Christopher Jiles

Date: 07/30/2024

Buyer: City of Marshalltown
Marshalltown, IA (Marshall) 50158

Stock#	Unit	VIN	Mi/Hrs	Price
707546	New 2025 Polaris Ranger XP 1000 Premium (Blue Slate Metallic)	4XARRE996S8707546	0	\$16,992.00
Total Unit(s) Price:				\$16,992.00

Invoice Summary

Total Unit(s) Price:	\$16,992.00
Total Freight:	\$1,095.00
Total Set-Up:	\$699.00
Total Other:	\$0.00
Total F&I:	\$0.00
Total Parts:	\$0.00
Total Service:	\$0.00
Sales Tax:	\$0.00
Doc Fees:	\$180.00
Other Fees:	\$34.00
Total Sale Price:	\$19,000.00
Trade-In Allowance:	\$0.00
Trade-In Payoff:	\$0.00
Trade-In Value:	\$0.00
Cash Back:	\$0.00
Payments:	\$0.00
Balance Due:	\$19,000.00

Buyer: _____ Date: ____/____/____

Co-Buyer: _____ Date: ____/____/____

Dealer: _____ Date: ____/____/____

Thank you for shopping at Hicklin Power Sports. We really appreciate your business. SURVEY: If you bought a new unit from us, you may receive a survey about your visit. We strive for complete "excellence"; Anything less is a failing score to us. Please let us know if you need any assistance.

Stroom Powersports
1000 Commerce Parkway SW 201
Bondurant IA 50035
515.735.3800

CITY OF MARSHALLTOWN

Buyer's Order

Date 07/30/2024
Deal No.
Salesperson Chad Burnett
Lienholder NONE

MARSHALLTOWN IA

H 641-485-1830 W

C 641-485-1830

Email natem3393@gmail.com

I hereby agree to purchase the following unit(s) from you under the terms and conditions specified. Delivery is to be made as soon as possible. It is agreed, however, that neither you nor the manufacturer will be liable for failure to make delivery.

Unit Information

New/U	Year	Make	Model	Serial No.	Stock No.	Price (Incl factory options)
New	2024 2025		Temporary MU Ranger XP1000		TEMP order unit	\$19,999.00

Options:

Dealer Unit Price	\$19,999.00
Factory Options	\$0.00
Added Accessories	\$0.00
Freight	\$1,095.00
Dealer Prep	\$500.00

Title Fee \$13.50

Mailing Fee \$2.00

Notes:

Trade Information

Cash Price	\$21,609.50
Trade Allowance	\$0.00
Payoff	\$0.00
Net Trade	\$0.00
Net Sale (Cash Price - Net Trade)	\$21,609.50
Sales Tax	\$0.00
Title/License/Registration Fees	\$18.50
Document or Administration Fees	\$180.00
Credit Life Insurance	\$0.00
Accident & Disability	\$0.00
Total Other Charges	\$198.50
Sub Total (Net Sale + Other Charges)	\$21,808.00
Cash Down Payment	\$0.00
Amount to Pay/Finance	\$21,808.00

Monthly Payment of \$452.59 For 60 Months at 8.99% Interest

NOTICE TO BUYER: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

TRADE-IN NOTICE: Customer represents that all trade in units described above are free of all liens and encumbrances except as noted.

*With Approved Credit. Interest rates and monthly payment are approximate and may vary from those determined by the lender.

Customer Signature _____ Dealer Signature _____

Thank You for Your Business!

**RESOLUTION ORDERING CONSTRUCTION OF THE RIVERVIEW PARK
IMPROVEMENT PROJECT #PRK23001, SETTING PUBLIC HEARING ON
PROPOSED PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATED
COST AND DIRECTING PUBLICATION OF NOTICE TO BIDDERS**

WHEREAS, there is now on file in the office of the City Clerk proposed plans, specifications, form of contract, and estimated costs for the Riverview Park Improvement Project, in the City of Marshalltown, Iowa, as is fully set forth in the plans and specifications for Project No PRK23001, and

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

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

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

Section 1. This Council does hereby order the construction of the Riverview Park Improvement Project in the City of Marshalltown, Iowa, which public improvement is fully and particularly described in the plans and specifications for Project No. PRK23001, now on file in the office of the City Clerk of Marshalltown, Iowa.

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

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

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

Section 5. The City Clerk is hereby directed to publish notice of hearing on plans, specifications, and form of contract and estimated cost in the manner provided by law for the public improvement outlined herein and that any person interested therein may appear and make objections thereto, if any he has. This Council will meet in the Council Chamber, Second Floor, 10 West State Street at Marshalltown, Iowa, at 5:30 P.M., local time on August 26, 2024, for the purpose of hearing all of said objections so made and for taking final action upon the plans, specifications, and form of contract now on file.

Section 6. Staff is further directed to advertise for bids in the manner provided by law for the construction of said improvements, setting forth in said notice such necessary pertinent information as will advise prospective bidders thereof together with the proposed manner of payment of the work to be constructed and that such bids be filed and received in the office of the City Clerk of Marshalltown, Iowa, up to 10:00 A.M., local time, on September 3, 2024. The bids will be opened, read, and tabulated by the Park & Recreation Director or his designate at that time and will be acted upon by the City Council of said City at a meeting to be held in the Council Chambers, Second Floor, 10 West State Street, Marshalltown, Iowa, at 5:30 P.M., local time, on September 9, 2024, or at such later time and place as may then be fixed for considering such bids as shall be filed in connection with the improvement herein ordered and in compliance with the notice of taking bids therein, hereby ordered to be published.

Passed this 12th day of August 2024, and signed this _____ day of August 2024.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

MARSHALLTOWN

— I O W A —

Parks & Recreation

Joel Greer, Mayor
Alicia Hunter, Clerk
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5715
Fax - (641) 754-5717

To: Mayor Greer and the City Council
From: Geoff Hubbard, Parks & Recreation Director
Date: August 8, 2024
RE: Order Construction – Riverview Park Improvements Phase 1, Project No. PRK23001

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

Recommendation: Staff recommends approving the Resolution ordering construction of the Riverview Park Phase 1.

Background: This project includes the construction of four pickleball, a turf volleyball/foot volleyball court, and lighting for those and the current basketball court. Two horseshoe pits will be added near the log cabin. The project will also make some improvements to the lagoon and put a new bridge over it replacing the old one.

Budget Impact: This project will be funded with 353 Go Bond funds.

Attachment: None

CITY COUNCIL

Melisa Fonseca, Barry Kell, Mike Ladehoff,
Mark Mitchell, Greg Nichols, Jeff Schneider, Gary Thompson



PROJECT MANUAL

Riverview Park Phase 1

City of Marshalltown

Marshalltown, Iowa

August, 2024

BMI Project No. OT6.131006



Real People. Real Solutions.

[Bolton-Menk.com](https://www.bolton-menk.com)

SECTION 00005 - CERTIFICATION PAGE

PROJECT MANUAL
FOR
RIVERVIEW PARK PHASE 1
CITY OF MARSHALLTOWN
MARSHALLTOWN, IOWA
AUGUST, 2024
BMI PROJECT NO. OT6.131006

	I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa. _____ Date: _____ Greg Broussard License No. 21974 My renewal date is December 31, 2025 Pages or sheets covered by this seal: _____
	I hereby certify that the portion of this technical submission described below was prepared by me or under my direct personal supervision and responsible charge. I am a duly licensed Professional Landscape Architect under the laws of the State of Iowa. _____ Date: _____ Casey Byers License No. 00637 My renewal date is June 30, 2025 Pages or sheets covered by this seal: _____
	I hereby certify that the portion of this technical submission described below was prepared by me or under my direct personal supervision and responsible charge. I am a duly licensed Professional Landscape Architect under the laws of the State of Iowa. _____ Date: _____ Ryan J. Anderson License No. 710 My renewal date is June 30, 2025 Pages or sheets covered by this seal: _____

SECTION 00010 - TABLE OF CONTENTS

Riverview Park Phase 1
City of Marshalltown

CONTRACT DOCUMENTS:

PROJECT MANUAL:

Introductory Information, Bidding Requirements, Contract Forms and Conditions of Contract

00005 - CERTIFICATION PAGE
00010 - TABLE OF CONTENTS
00100 - NOTICE TO BIDDERS
00110 - NOTICE OF PUBLIC HEARING
00200 - INSTRUCTIONS TO BIDDERS
00410 - PROPOSAL
00420 - BID BOND
00500 - CONTRACT
00610 - PERFORMANCE, PAYMENT AND MAINTENANCE BOND
00800 - SPECIAL PROVISIONS
00900 - NOTICE OF AWARD
00910 - NOTICE TO PROCEED

Technical Specifications

Athletic Equipment
Acrylic Court Surfacing
Chain Link Fencing

Supplemental Specifications

Division SB – Pedestrian Bridge, Abutments and Weir Wall
Special Provision – Section 9030 – Plant Material

DRAWINGS (UNDER SEPARATE COVER):

48 sheets numbered A.01 through V10, inclusive, dated August 8, 2024, and with each sheet bearing the following general title:

Riverview Park Phase 1
City of Marshalltown

APPENDICES

SWPPP FORMS
SOIL BORINGS

**This project is based on
SUDAS STANDARD SPECIFICATIONS, 2024 EDITION
unless modified herein.**

*******END OF SECTION*******

SECTION 00100 - NOTICE TO BIDDERS

Riverview Park Phase 1
City of Marshalltown
Marshalltown, Iowa

Receipt and Opening of Sealed Proposals. Sealed proposals for the work comprising the repair or improvement as stated below must be filed before 10:00 A.M. on September 3, 2024, in the office of the Clerk, 24 N. Center Street, Marshalltown, Iowa 50158. Sealed proposals will be opened and publicly read with bids being tabulated at that time. The results will be reported to the City of Marshalltown at its meeting at 5:30 P.M. on September 9, 2024, at which time the Council may take action on the proposals submitted or at such time as may then be fixed. The City of Marshalltown Council reserves the right to reject any or all bids, to waive informalities or technicalities in any bid, and to enter into such contract, or contracts, as it shall deem to be in the best interest of the City of Marshalltown.

Time for Commencement and Completion of Work. Work on the improvement shall commence upon approval of the contract by the Council and as stated in the Notice to Proceed. All work under the contract must be complete on or before August 1, 2025. Liquidated damages are as set forth in Section 00500 – Contract.

Bid Security. Each Bidder shall accompany its bid with bid security, as defined in Iowa Code Section 26.8, as security that the successful Bidder will enter into a contract for the work bid upon. The Bidder's security shall be in an amount equal to 5 percent of the total amount of the bid. The bid shall contain no condition except as provided in the specifications. If the Bidder fails to execute the contract and to furnish an acceptable Performance, Payment, and Maintenance Bond or provide a Certificate of Insurance within ten (10) days after acceptance of the bid by the City, the bid security may be forfeited or cashed by the City as liquidated damages.

Contract Documents. Copies of the project documents are available for a price of \$25.00 per set. This fee is refundable, provided the plans and specifications are returned complete and in reusable condition, and they are returned within fourteen (14) calendar days after the award of the project. Please make your check payable to Bolton & Menk, Inc. and send it to 430 E Grand Ave, Suite 101, Des Moines, IA 50309. Complete digital project bidding documents are available at www.bolton-menk.com or www.questcdn.com. You may view the digital plan documents for free by entering QuestCDN Project #9263726 on the website's Project Search page. Documents may be downloaded for \$0.00. Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, viewing, downloading, and working with this digital project information.

Preference of Products and Labor. By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa, to the extent lawfully required under Iowa statutes.

Sales Tax Exemption Certificates. The Bidder shall not include sales tax in the bid. The City of Marshalltown will distribute tax exemption certificates and authorization letters to the contractor and all subcontractors who are identified. The contractor and subcontractor may make copies of the tax exemption certificates and provide a copy to each supplier providing construction materials. These tax exemption certificates and authorization letters are applicable only for this specific project under the contract.

PROJECT DESCRIPTION: This project, at approximately 2.25 AC of disturbed area, includes a pickleball court, artificial turf volleyball court, pedestrian bridge, weir wall, and playground. A horseshoe court is included as alternate #1. Additional site elements include sport court lighting, bank restoration, pedestrian bridge abutments, and segments of paved trail that connect site improvements with existing trail.

The Notice is given by order of the Council of the City of Marshalltown.

Alicia Hunter
Clerk

SECTION 00110 - NOTICE OF PUBLIC HEARING

Riverview Park Phase 1
City of Marshalltown
Marshalltown, Iowa

Public Hearing on Proposed Contract Documents and Estimated Costs for Repair or Improvement. A public hearing will be held by the City of Marshalltown on the proposed contract documents (plans, specifications and form of contract) and estimated cost for the improvement at its meeting at 5:30 P.M. on August 26, 2024, at 24 N. Center Street, Marshalltown, Iowa 50158.

PROJECT DESCRIPTION: This project, at approximately 2.25 AC of disturbed area, includes a pickleball court, artificial turf volleyball court, pedestrian bridge, weir wall, and playground. A horseshoe court is included as alternate #1. Additional site elements include sport court lighting, bank restoration, pedestrian bridge abutments, and segments of paved trail that connect site improvements with existing trail.

At said hearing, the Council will consider the plans, specifications, proposed form of contract, and estimated total cost for the project, the same now being on file in the office of the Clerk, 24 N. Center Street, Marshalltown, Iowa 50158, reference to which is made for a more detailed and complete description of the proposed improvements, and at said time and place the said Council will also receive and consider any objections to said plans, specifications, estimate of cost, and form of contract made by any interested party.

SECTION 00200 - INSTRUCTIONS TO BIDDERS

Riverview Park Phase 1
City of Marshalltown
Marshalltown, Iowa

The work comprising the above referenced project shall be constructed in accordance with the SUDAS Standard Specifications, 2024 Edition, and as further modified by the supplemental specifications and special provisions included in the contract documents. The terms used in the contract version of the documents are defined in said standard specifications. Before submitting a bid, please review the requirements of Division One, General Provisions and Covenants. Please be certain that all documents have been completed properly, as failure to complete and sign all documents and to comply with the requirements listed below can cause a submitted bid not to be read.

ARTICLE 1—BID SECURITY

- 1.01 The bid security must be in the minimum amount of 5% of the total bid amount including all add alternates (do not deduct the amount of deduct alternates).
- 1.02 Bid security other than said bid bond shall be in accordance with Chapter 26 of the Iowa Code.
- 1.03 Bid security shall be in the form of a cashier's check or certified check drawn on a state chartered or federally chartered bank; or a certified share draft drawn on a state chartered or federally chartered credit union; or a bidder's bond with corporate surety satisfactory to the City of Marshalltown, hereinafter called the "Jurisdiction".
- 1.04 All signatures on the bid bond must be original signatures in ink; electronic, copies, or facsimile (fax) of any signature on the bid bond is not acceptable.
- 1.05 The bid bond must be submitted on the enclosed Bid Bond form as no other bid bond forms are acceptable.

ARTICLE 2—SUBMISSION OF THE PROPOSAL AND IDENTITY OF BIDDERS

- 2.01 The Proposal shall be sealed in an envelope, properly identified as the "Proposal", with the project title and the name and address of the Bidder. The bid security shall be sealed in a separate envelope identified as the "Bid Security" and attached to the outside of the bid proposal envelope. The Proposal and Bid Security shall be deposited with the Jurisdiction at or before the time and at the place provided in the Notice to Bidders. It is the sole responsibility of the Bidder to see that its proposal is delivered to the Jurisdiction prior to the time for opening bids along with the appropriate bid security. Any proposal received after the scheduled time for the receiving of proposals will be returned to the Bidder unopened and will not be considered.
- 2.02 The following documents shall be completed, signed, and returned in the proposal envelope. The bid cannot be read if any of these documents are omitted from the proposal envelope.
 - A. PROPOSAL – Complete each of the following parts:
 - Part B – Acknowledgment of Addenda, if any have been issued;
 - Part C – Bid Items, Quantities and Prices;
 - Part F – Additional Requirements; and
 - Part G – Identity of Bidder.
- 2.03 Sign the proposal. The signature on the proposal and all proposal attachments must be an original signature in ink signed by the same individual who is the company owner or an authorized officer of the company; copies or facsimile of any signature will not be accepted.
- 2.04 Documents must be submitted as printed. No alterations, additions, or deletions are permitted. If the Bidder notes a requirement in the contract documents which the Bidder believes will require a conditioned or unsolicited

alternate bid, the Bidder must immediately notify the Engineer in writing. The Engineer will issue any necessary interpretation by an addendum.

2.05 Division 1 - General Provisions and Covenants of the 2024 SUDAS Standard Specifications is modified as follows:

A. Section 1020.1.09B, Unit Price Attachment.

A computer-generated unit price attachment may be submitted by the Bidder as specified by this section.

ARTICLE 3—PROSECUTION AND PROGRESS OF THE WORK

3.01 The work is located in the City of Marshalltown.

Work on the improvement shall commence upon approval of the contract by the Council and as stated in the Notice to Proceed. All work under the contract must be completed as stated in Section 00500 - Contract. Liquidated damages will be assessed as detailed in Section 00500 - Contract.

3.02 Community Events.

Successful Bidder will be required to coordinate with the Jurisdiction and accommodate the Jurisdiction's requirements for the following list of events:

N/A

3.03 Each successful Bidder will be required to furnish a corporate surety bond in an amount equal to 100% of its contract price. Said bond shall be issued by a responsible surety approved by City of Marshalltown and shall guarantee the faithful performance of the contract, the terms and conditions therein contained, the prompt payment of all material and labor, protect and save harmless the City of Marshalltown from claims and damages of any kind caused by the operations of the contract, and shall also guarantee the maintenance of the improvement caused by failures in materials and construction for a period of 4 years from and after acceptance of the work.

3.04 The City of Marshalltown, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42U.S.C. 2000d to 2000d-4 and Title 49 Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all Bidders that it will affirmatively ensure that with any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

ARTICLE 4—PREFERENCE OF PRODUCTS AND LABOR

4.01 In accordance with Iowa statutes, a resident bidder shall be allowed preference against a nonresident bidder from a state or foreign country provided that state or foreign country gives or requires any preference to bidders from that state or foreign country. This includes, but is not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident. If it is determined that this may cause denial of federal funds which would otherwise be available or would otherwise be inconsistent with requirements of any federal law or regulation, this resident bidder preference shall be suspended, but only to the extent necessary to prevent denial of the funds or to eliminate the inconsistency with federal requirements.

ARTICLE 5—TAXES

- 5.01 The City will issue a sales tax exemption certificate and authorization letters to the contractor and all subcontractors for all materials purchased on the project. Tax exemption certificates are applicable only for the specific project for which the tax exemption certificate is issued.
- 5.02 The contractor shall provide a listing to the City identifying all appropriate subcontractors qualified for use of the tax exemption certificate. The contractor and subcontractors may make copies of the certificate and provide to each supplier providing construction material.
- 5.03 Income Tax:
 - A. Successful Bidder is subject to payment of Iowa income tax on income from this work in amounts prescribed by law.
 - B. If successful Bidder is a non-Iowa partnership, individual, or association, Bidder shall furnish evidence prior to execution of contract that bond or securities have been posted with the Iowa Department of Revenue in the amount required by law.

******END OF SECTION******

SECTION 00410 - PROPOSAL

Riverview Park Phase 1
City of Marshalltown
Marshalltown, Iowa

PROPOSAL: PART A – SCOPE

The City of Marshalltown, hereinafter called the “Jurisdiction”, has need of a qualified contractor to complete the work comprising of the below referenced repair or improvement. The undersigned Bidder hereby proposes to complete the work comprising of the below referenced repair or improvement as specified in the contract documents, which are officially on file with the Jurisdiction, in the office of the Mayor, at the prices hereinafter provided in Part C of the Proposal, for the improvements on the Riverview Park Phase 1.

PROPOSAL: PART B – ACKNOWLEDGMENT OF ADDENDA

The Bidder hereby acknowledges that all addenda become a part of the contract documents when issued and that each such addendum has been received and utilized in the preparation of this bid. The Bidder hereby acknowledges receipt of the following addenda by inserting the number of each addendum in the blanks below:

ADDENDUM NUMBER _____

ADDENDUM NUMBER _____

ADDENDUM NUMBER _____

ADDENDUM NUMBER _____

and certifies that said addenda were utilized in the preparation of this bid.

PROPOSAL: PART C – BID ITEMS AND QUANTITIES

UNIT PRICE CONTRACTS: The Bidder must provide the Unit Bid Price, the Total Bid Price, any Alternate Prices, and the Total Construction Costs on the Proposal Attachment: Part C – Bid Items and Quantities. In case of discrepancy, the Unit Bid Price governs. The quantities shown on the Proposal Attachment: Part C – Bid Items and Quantities are approximate only, but are considered sufficiently adequate for the purpose of comparing bids.

SEE INCLUDED PROPOSAL ATTACHMENT

PROPOSAL: PART D – GENERAL

The Bidder hereby acknowledges that the Jurisdiction, in advertising for public bids for this project reserves the right to:

1. Reject any or all bids. Award of the contract, if any, to be to the lowest responsible, responsive Bidder; and
2. Reject any or all alternates in determining the items to be included in the contract. Designation of the lowest responsible, responsive Bidder to be based on comparison of the total bid only, not including any alternates; and
3. Make such alterations in the contract documents or in the proposal quantities as it determines necessary in accordance with the contract documents after execution of the contract. Such alterations shall not be considered a waiver of any conditions of the contract documents, and shall not invalidate any of the provisions thereof; and

The Bidder hereby agrees to:

1. Enter into a contract, if this proposal is selected, in the form approved by the Jurisdiction, provide proof of registration with the Iowa Division of Labor in accordance with Chapter 91C of the Iowa Code, and furnish a performance, maintenance, and payment bond; and
2. Forfeit bid security, not as a penalty but as liquidated damages, upon failure to enter into such contract and/or to furnish said bond; and
3. Commence the work upon written Notice to Proceed; and
4. Complete the work in accordance with the completion dates defined in Section 00500 – Contract; and
5. Pay liquidated damages for noncompliance with said completion provisions at the rate detailed in Section 00500 – Contract for each calendar day thereafter that the work remains incomplete.

PROPOSAL: PART E – NON-COLLUSION AFFIDAVIT

The Bidder hereby certifies:

1. That this proposal is not affected by, contingent on, or dependent on any other proposal submitted for any improvement with the Jurisdiction; and
2. That no individual employed by the Bidder has employed any person to solicit or procure the work on this project, nor will any employee of the Bidder make any payment or agreement for payment of any compensation in connection with the procurement of this project; and
3. That no part of the bid price received by the Bidder was or will be paid to any person, corporation, firm, association, or other organization for soliciting the bid, other than the payment of their normal compensation to persons regularly employed by the Bidder whose services in connection with the construction of the project were in the regular course of their duties for the Bidder; and
4. That this proposal is genuine and not collusive or sham; that the Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any Bidder or person, to submit a sham bid or to refrain from bidding; and
5. That the bid has not in any manner, directly or indirectly, sought, by agreement or collusion, or communication or conference, with any person, to fix the bid price of the Bidder or of any other Bidder; and
6. That all statements in this proposal are true; and
7. That the individual(s) executing this proposal have the authority to execute this proposal on behalf of the Bidder.

PROPOSAL: PART F – ADDITIONAL REQUIREMENTS

The Bidder hereby agrees to comply with the additional requirements listed below which are included in this proposal and identified as proposal attachments:

ITEM NO.	DESCRIPTION OF ATTACHMENT
1.	None

PROPOSAL: PART G - IDENTITY OF BIDDER

The Bidder shall indicate whether the bid is submitted by a/an:

- ☐ Individual,
Sole Proprietorship
- ☐ Partnership
- ☐ Corporation
- ☐ Limited Liability Company
- ☐ Joint-Venture; all parties must join-in and
execute all documents
- ☐ Other

Bidder

Signature

Name (Print/Type)

Title

Street Address

City, State, Zip Code

Telephone Number

E-Mail Address

The Bidder shall enter its
Public Registration Number

issued by the Iowa Commissioner of Labor
Pursuant Section 91C.5 of the Iowa Code.

Failure to provide said Registration
Number shall result in the bid being read
under advisement. A contract will not be
executed until the contractor is registered.

**Type or print the name and title of the company's
owner, president, CEO, etc. if a different person
than entered above.**

Name

Title

NOTE: The signature on this proposal must be an original signature in ink; copies, facsimiles, or electronic signatures will not be accepted.

All bidders must submit the following completed form to the governmental body requesting bids per 875 Iowa Administrative Code Chapter 156.

BIDDER STATUS FORM

To be completed by all bidders.

Part A

Please answer "Yes" or "No" for each of the following:

- ☐ Yes ☐ No My company is authorized to transact business in Iowa.
(To help you determine if your company is authorized, please review the worksheet on the next page).
- ☐ Yes ☐ No My company has an office to transact business in Iowa.
- ☐ Yes ☐ No My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.
- ☐ Yes ☐ No My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.
- ☐ Yes ☐ No My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.
- If you answered "Yes" for each question above, your company qualifies as a resident bidder. Please complete Parts B and D of this form.
- If you answered "No" to one or more questions above, your company is a non-resident bidder. Please complete Parts C and D of this form.

To be completed by resident bidders.

Part B

My company has maintained offices in Iowa during the past 3 years at the following addresses:

Dates: _____ to _____ Address: _____
(mm/dd/yyyy) City, State, Zip: _____

Dates: _____ to _____ Address: _____
(mm/dd/yyyy) City, State, Zip: _____

Dates: _____ to _____ Address: _____
(mm/dd/yyyy) City, State, Zip: _____

You may attach additional sheet(s) if needed.

To be completed by non-resident bidders.

Part C

- Name of home state or foreign country reported to the Iowa Secretary of State: _____
- Does your company's home state or foreign country offer preferences to bidders who are residents? ☐ Yes ☐ No
- If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.

You may attach additional sheet(s) if needed.

To be completed by all bidders.

Part D

I certify that the statements made on this document are true and complete to the best of my knowledge and I know that my failure to provide accurate and truthful information may be reason to reject my bid.

Firm Name: _____

Signature: _____ Date: _____

WORKSHEET: AUTHORIZATION TO TRANSACT BUSINESS

This worksheet may be used to help complete Part A of the Resident Bidder Status form. If at least one of the following describes your business, you are authorized to transact business in Iowa.

- ☐ Yes ☐ No My business is currently registered as a contractor with the Iowa Division of Labor.
- ☐ Yes ☐ No My business is a sole proprietorship and I am an Iowa resident for Iowa income tax purposes.
- ☐ Yes ☐ No My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes.
- ☐ Yes ☐ No My business is an active corporation with the Iowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution.
- ☐ Yes ☐ No My business is a corporation whose articles of incorporation are filed in a state other than Iowa, the corporation has received a certificate of authority from the Iowa Secretary of State, has filed its most recent biennial report with the Secretary of State, and has neither received a certificate of withdrawal from the Secretary of state nor had its authority revoked.
- ☐ Yes ☐ No My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled.
- ☐ Yes ☐ No My business is a limited liability partnership which has filed a statement of qualification in a state other than Iowa, has filed a statement of foreign qualification in Iowa and a statement of cancellation has not been filed.
- ☐ Yes ☐ No My business is a limited partnership or limited liability limited partnership which has filed a certificate of limited partnership in this state and has not filed a statement of termination.
- ☐ Yes ☐ No My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than Iowa, the limited partnership or limited liability limited partnership has received notification from the Iowa Secretary of state that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership.
- ☐ Yes ☐ No My business is a limited liability company whose certificate of organization is filed in Iowa and has not filed a statement of termination.
- ☐ Yes ☐ No My business is a limited liability company whose certificate of organization is filed in a state other than Iowa, has received a certificate of authority to transact business in Iowa and the certificate has not been revoked or canceled.

PROPOSAL ATTACHMENT: PART C – BID ITEMS AND QUANTITIES

Riverview Park Phase 1
City of Marshalltown
Marshalltown, Iowa

This is a UNIT PRICE CONTRACT. The Bidder must provide the Unit Bid Price, the Total Bid Price, any Alternate Prices, and the Total Construction Costs on the Proposal Attachment: Part C – Bid Items and Quantities. In case of discrepancy, the Unit Bid Price governs. The quantities shown on the Proposal Attachment: Part C – Bid Items and Quantities are approximate only, but are considered sufficiently adequate for the purpose of comparing bids.

BASE BID										
ITEM NO.	DESCRIPTION	UNIT	PEDESTRIAN BRIDGE	WEIR WALL	PLAYGROUND	PICKLEBALL COURTS	HORSE SHOE	TOTAL EST. QUANTITY	UNIT PRICE	TOTAL
1	CLEARING AND GRUBBING	EA	0.5	0	0.5	0	0	1		
2	TOPSOIL, ON-SITE, 8 INCH	CY	273	318	485	600	0	1676		
3	TOPSOIL, COMPOST AMENDED	CY	0	0	110	0	0	110		
4	EXCAVATION, CLASS 10	CY	627	1400	267	1952	0	4246		
5	TEMPORARY BERM, INSTALLATION AND REMOVAL	CY	0	120	0	0	0	120		
6	SUBGRADE PREPARATION, 12 INCHES	SY	0	0	0	1077	0	1077		
7	SUBBASE, MODIFIED, 4 INCHES	SY	456	0	510	493	0	1459		
8	SUBBASE, 1 INCH CLEAN, 12 INCHES	SY	0	0	0	1077	0	1077		
9	SUBBASE, SAND, 9 INCHES	SY	0	0	0	1077	0	1077		
10	REMOVAL OF PEDESTRIAN BRIDGE	LS	1	0	0	0	0	1		
11	REMOVAL OF PLAYGROUND EQUIPMENT	LS	0	0	1	0	0	1		
12	REMOVAL OF BENCHES	EA	0	0	5	0	0	5		
13	REMOVAL OF EXISTING BERM	LS	0	1	0	0	0	1		

14	COMPACTION TESTING	LS	1	0	0	0	0	1		
15	PIPE APRON, 15 INCH	EA	0	1	0	0	0	1		
16	SUBDRAIN, 4", PERFORATED	LF	0	0	744	680	0	1424		
17	SUBDRAIN CLEANOUT, PVC, 4 INCH	EA	0	0	3	11	0	14		
18	SUBDRAIN OUTLETS AND CONNECTIONS, PVC, 4 INCH	EA	0	0	1	1	0	2		
19	RELOCATE WATER SERVICE	EA	0	0	1	0	0	1		
20	INTAKE, SW-512	EA	0	0	4	0	0	4		
21	SPORT COURT RIBBON CURB	LF	0	0	0	398	0	398		
22	PCC PAVEMENT SAMPLES AND TESTING	LS	1	0	0	0	0	1		
23	REMOVAL OF TENNIS COURT	SY	0	0	0	865	0	865		
24	REMOVAL OF SIDEWALK	SY	306	0	28	164	0	498		
25	SIDEWALK, PCC, 5 INCH	SY	312	0	375	322	0	1009		
26	COURT PAVEMENT, PCC, 6 INCH, REINFORCED	SY	0	0	0	978	0	978		
27	FULL DEPTH PATCHES, PCC, M-4, 6 INCH	SY	0	0	55	0	0	55		
28	SEEDING, FERTILIZING, AND MULCHING FOR HYDRAULIC SEEDING TYPE 1 - PERMANENT LAWN	AC	0.25	0.2	0.38	0.53	0	1.36		
29	PLANTS WITH WARRANTY, DECIDUOUS SHRUBS, (3 GAL)	EA	0	0	4	0	0	4		
30	PLANTS WITH WARRANTY, PERENNIAL (1 GAL)	EA	0	0	259	0	0	259		
31	PLANTS WITH WARRANTY, DECIDUOUS TREE, (1.5" CAL.)	EA	0	0	3	0	0	3		
32	SWPPP PREPARATION	LS	1	0	0	0	0	1		
33	SWPPP MANAGEMENT	LS	1	0	0	0	0	1		
34	RIP RAP, CLASS E	TON	232	44	0	0	0	276		

35	SILT FENCE OR SILT FENCE DITCH CHECK INSTALLATION AND REMOVAL	LF	850	350	500	750	0	2450		
36	STABILIZED CONSTRUCTION ENTRANCE	SY	224	0	0	0	0	224		
37	EROSION CONTROL MULCHING, HYDRO MULCHING, TYPE 1	AC	1	0	0	0	0	1		
38	EROSION CONTROL MULCHING, HYDRO MULCHING, TYPE 2	AC	1	0	0	0	0	1		
39	CHAIN LINK FENCE, COMMERCIAL, BLACK, 6' HEIGHT	LF	0	0	0	455	0	455		
40	COURT DIVISION FENCING, CHAIN LINK, BLACK, 4' HEIGHT	LF	0	0	0	96	0	96		
41	SINGLE GATE. CHAIN LINK, BLACK. 6' HEIGHT, 4' WIDTH	EA	0	0	0	2	0	2		
42	DOUBLE GATE. CHAIN LINK, BLACK. 6' HEIGHT, 10' TOTAL WIDTH	EA	0	0	0	1	0	1		
43	REMOVAL OF FENCE	LF	0	0	0	372	0	0		
44	TEMPORARY FENCE, ORANGE PLASTIC	LF	680	450	640	830	0	0		
45	CONSTRUCTION SURVEY	LS	1	0	0	0	0	0		
46	MOBILIZATION	LS	0.25	0.25	0.25	0.25	0	0		
47	CONCRETE WASHOUT	LS	1	1	1	1	0	0		
48	BACKED BENCH	EA	0	0	4	1	0	0		
49	POURED IN PLACE PLAYGROUND SURFACING	SF	0	0	5300	0	0	0		
50	ENGINEERED WOOD FIBER PLAYGROUND SURFACING	CY	0	0	80	0	0	0		
51	PEDESTRIAN BRIDGE ABUTMENTS	LS	1	0	0	0	0	0		
52	PREFABRICATED PEDESTRIAN BRIDGE	LS	1	0	0	0	0	0		
53	WEIR WALL	LS	0	1	0	0	0	0		
54	ACRYLIC COURT SURFACING	SY	0	0	0	978	0	0		

55	PICKLEBALL NET AND POST SYSTEM	EA	0	0	0	4	0	0		
56	VOLLEYBALL NET AND POST SYSTEM	EA	0	0	0	2	0	0		
57	ARTIFICIAL TURF SURFACING	SY	0	0	0	2376	0	0		
58	SPORT COURT LIGHTING	LS	0	0	0	1	0	0		
TOTAL BASE BID:										

ALTERNATE A										
ITEM NO.	DESCRIPTION	UNIT	PEDESTRIAN BRIDGE	WEIR WALL	PLAYGROUND	PICKLEBALL COURTS	HORSE SHOE	TOTAL EST. QUANTITY	UNIT PRICE	TOTAL
A1	CLEARING AND GRUBBING	EA	0	0	0	0	1	0		
A2	TOPSOIL, ON-SITE, 8 INCH	CY	0	0	0	0	132	0		
A3	EXCAVATION, CLASS 10	CY	0	0	0	0	63	0		
A4	SUBBASE, MODIFIED, 4 INCHES	SY	0	0	0	0	126	0		
A5	PCC PAVEMENT SAMPLES AND TESTING	LS	0	0	0	0	1	0		
A6	REMOVAL OF VOLLEYBALL COURT	SY	0	0	0	0	267	0		
A7	SIDEWALK, PCC, 5 INCH	SY	0	0	0	0	84	0		
A8	SEEDING, FERTILIZING, AND MULCHING FOR HYDRAULIC SEEDING TYPE 1 - PERMANENT LAWN	AC	0	0	0	0	0.25	0		
A9	SILT FENCE OR SILT FENCE DITCH CHECK INSTALLATION AND REMOVAL	LF	0	0	0	0	225	0		
A10	TEMPORARY FENCE, ORANGE PLASTIC	LF	0	0	0	0	250	0		
A11	MOBILIZATION - ALTERNATE A	LS	0	0	0	0	1	0		
A12	CONCRETE WASHOUT	LS	0	0	0	0	1	0		
ALTERNATE A:										

TOTAL BASE BID PLUS ALTERNATE A:	
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NOTE: IT IS UNDERSTOOD THAT THE ABOVE QUANTITIES ARE ESTIMATED FOR THE PURPOSE OF THIS BID. ALL QUANTITIES ARE SUBJECT TO REVISION BY THE JURISDICTION AS NOTED IN SECTION 00500 - "CONTRACT" OF THIS PROJECT MANUAL.

Bidder Name

SECTION 00420 - BID BOND

Riverview Park Phase 1
City of Marshalltown
Marshalltown, Iowa

KNOW ALL BY THESE PRESENTS:

That we, _____, as Principal, and _____, as Surety, are held and firmly bound unto, City of Marshalltown as Obligee, (hereinafter referred to as "the Jurisdiction"), in the penal sum of _____ dollars (\$ _____), lawful money of the United States, for which payment said Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

The condition of the above obligation is such that whereas the Principal has submitted to the Jurisdiction a certain proposal, in a separate envelope, and hereby made a part hereof, to enter into a contract in writing, for the following project:

Project Title: Riverview Park Phase 1

Project Description: This project, at approximately 2.25 AC of disturbed area, includes a pickleball court, artificial turf volleyball court, pedestrian bridge, weir wall, and playground. A horseshoe court is included as alternate #1. Additional site elements include sport court lighting, bank restoration, pedestrian bridge abutments, and segments of paved trail that connect site improvements with existing trail.

The Surety hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Jurisdiction may accept such bid or execute such Contract; and said Surety does hereby waive notice of any such extension.

In the event that any actions or proceedings are initiated with respect to this Bond, the parties agree that the venue thereof shall be Marshall County, State of Iowa. If legal action is required by the Jurisdiction against the Surety or Principal to enforce the provisions of the bond or to collect the monetary obligation incurring to the benefit of the Jurisdiction, the Surety or Principal agrees to pay the Jurisdiction all damages, costs, and attorney fees incurred by enforcing any of the provisions of this Bond. All rights, powers, and remedies of the Jurisdiction hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Jurisdiction, by law. The Jurisdiction may proceed against Surety for any amount guaranteed hereunder whether action is brought against Principal or whether Principal is joined in any such action or actions or not.

NOW, THEREFORE, if said proposal by the Principal be accepted, and the Principal shall enter into a contract with Jurisdiction in accordance with the terms of such proposal, including the provision of insurance and of a bond as may be specified in the contract documents, with good and sufficient surety for the faithful performance of such contract, for the prompt payment of labor and material furnished in the prosecution thereof, and for the maintenance of said improvements as may be required therein, then this obligation shall become null and void; otherwise, the Principal shall pay to the Jurisdiction the full amount of the bid bond, together with court costs, attorney's fees, and any other expense of recovery.

Signed and sealed this _____ day of _____, 20_____.

SURETY:

PRINCIPAL:

Surety Company

Bidder

By:

Signature Attorney-in-Fact/Officer

By:

Signature

Name of Attorney-in-Fact/Officer

Name (Print/Type)

Company Name

Title

Company Address

Address

City, State, Zip Code

City, State, Zip Code

Company Telephone Number

Telephone Number

Company E-Mail

E-Mail

NOTE: All signatures on this bid bond must be original signatures in ink; electronic, copies or facsimile of any signature will not be accepted. This bond must be sealed with the Surety's raised, embossing seal or official adhesive seal. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal or official adhesive seal.

SECTION 00500 - CONTRACT

Riverview Park Phase 1
City of Marshalltown
Marshalltown, Iowa

THIS CONTRACT, made and entered into this _____ day of _____, 20____, by and between the City of Marshalltown hereinafter called the "Jurisdiction", and _____ hereinafter called the "Contractor".

WITNESSETH:

The Contractor hereby agrees to complete the work comprising the Riverview Park Phase 1 as specified in the contract documents, which are officially on file with the Jurisdiction, in the office of the Clerk, City of Marshalltown, 24 N. Center Street, Marshalltown, Iowa. This Contract includes all such contract documents. All work under this Contract shall be constructed in accordance with the SUDAS Standard Specifications, 2024 Edition and as further modified by the Special Provisions, Technical Specifications and Supplemental Specifications included in said contract documents and the Contract Attachment which is attached hereto. The Contractor further agrees to complete the work in strict accordance with said contract documents, and to guarantee the work as required by law for the time required in said contract documents after its acceptance by the Jurisdiction.

This Contract is awarded and executed for completion of the work specified in the contract documents for the bid prices shown on the Contract Attachment: Bid Items and Quantities which were proposed by the Contractor in its Proposal submitted in accordance with the Notice to Bidders and Notice of Public Hearing for the following project:

Project Title: Riverview Park Phase 1

Project Description: This project, at approximately 2.25 AC of disturbed area, includes a pickleball court, artificial turf volleyball court, pedestrian bridge, weir wall, and playground. A horseshoe court is included as alternate #1. Additional site elements include sport court lighting, bank restoration, pedestrian bridge abutments, and segments of paved trail that connect site improvements with existing trail.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of _____ dollars (\$ _____), which amount shall constitute the required amount of the Performance, Payment and Maintenance Bond. The Contractor hereby agrees to commence work as stated in the written Notice to Proceed; and substantially complete the work in accordance with the following contract provisions:

CONTRACT PROVISIONS

- A. Completion Date: Date
 - 1. The work will be substantially completed on or before 7/1/2025, and completed and ready for final payment in accordance with General Conditions on or before 8/1/2025.
- B. Liquidated Damages
 - 1. Pay liquidated damages for noncompliance with said completion provisions in the amount of Three Hundred Dollars (\$300.00) for each calendar day the work remains incomplete.
- C. Maintenance Bond & Warranty
 - 1. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the City of Marshalltown, from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work.

2. Shall also guarantee the maintenance of the improvement caused by failures in materials and construction for a period of 4 years from and after acceptance of the work.

D. Bid Quantity Revisions

1. All quantities are estimates and subject to revision by the Jurisdiction.
2. Quantity changes that do not materially change the character of the work to be performed and amount to less than Twenty (20) percent of a given bid item or less than Five (5) percent of the total contract amount shall not affect the unit price bid.

IN WITNESS WHEREOF, the Parties hereto have executed this instrument, in triplicate on the date first shown written.

JURISDICTION: City of Marshalltown

CONTRACTOR:

By: _____
Joel Greer, Mayor

Company Name

(Seal)
ATTEST:

Signature

By: _____
Alicia Hunter, Clerk

Name (Print/Type)

Title

Street Address

City, State, Zip Code

Telephone

E-Mail

CONTRACTOR PUBLIC REGISTRATION INFORMATION to be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration No. _____ issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.
2. Out-of-State Contractors:
 - A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the division of labor services of the department of workforce development. The Contractor should contact 515-242-5871 for further information. Prior to contract execution, the Jurisdictional Engineer may forward a copy of this contract to the Iowa Department of Workforce Development as notification of pending construction work. It is the Contractor's responsibility to comply with said Section 91C.7 before commencing this work.
 - B. Prior to entering into contract, the designated low bidder, if it is a corporation organized under the laws of a state other than Iowa, shall file with the Jurisdictional Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Code of Iowa, as amended, governing foreign corporations. For further information contact the Iowa Secretary of State Office at 515-281-5204.

Bond No. _____
Name of Surety _____

NOTE: All signatures on this contract must be original signatures in ink; electronic, copies or facsimile of any signature will not be accepted.

CORPORATE ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

On this _____ day of _____, 20_____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ and _____, to me known, who, being by me duly sworn, did say that they are the _____, and _____, respectively, of the corporation executing the foregoing instrument; that (no seal has been procured by) (the seal affixed thereto is the seal of) the corporation; that said instrument was signed (and sealed) on behalf of the corporation by authority of the Board of Directors; that _____ and _____ acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of _____
My commission expires _____, 20_____

PARTNERSHIP ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

On this _____ day of _____, 20_____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ to me personally known, who being by me duly sworn, did say that the person is one of the partners of _____, a partnership, and that the instrument was signed on behalf of the partnership by authority of the partners and the partner acknowledged the execution of the instrument to be the voluntary act and deed of the partnership by it and by the partner voluntarily executed.

Notary Public in and for the State of _____
My commission expires _____, 20_____

INDIVIDUAL ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

On this _____ day of _____, 20_____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ and _____, to me known to be the identical person(s) named in and who executed the foregoing instrument, and acknowledged that (he) (she) (they) executed the instrument as (his) (her) (their) voluntary act and deed.

Notary Public in and for the State of _____
My commission expires _____, 20_____

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

On this _____ day of _____, 20_____, before me a Notary Public in and for said State, personally appeared _____, to me personally known, who being by me duly sworn did say that person is _____ of said _____, that (the seal affixed to said instrument is the seal of said _____ OR no seal has been procured by the said) _____, and that said instrument was signed and sealed on behalf of the said _____, by authority of its managers and the said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said _____, by it voluntarily executed.

Notary Public in and for the State of _____
My commission expires _____, 20_____

CONTRACT ATTACHMENT: ITEM 1: GENERAL – NONE

CONTRACT ATTACHMENT: ITEM 2: BID ITEMS AND, QUANTITIES

THIS CONTRACT IS AWARDED AND EXECUTED FOR COMPLETION OF THE WORK SPECIFIED IN THE CONTRACT DOCUMENTS FOR THE BID PRICES TABULATED BELOW AS PROPOSED BY THE CONTRACTOR IN ITS PROPOSAL SUBMITTED IN ACCORDANCE WITH NOTICE TO BIDDERS AND NOTICE OF PUBLIC HEARING. ALL QUANTITIES ARE SUBJECT TO REVISION BY THE JURISDICTION. THE JURISDICTION RESERVES THE RIGHT TO ADJUST QUANTITIES AS NECESSARY TO MAXIMIZE FUNDS BUDGETED FOR THIS PROJECT AS NOTED IN SECTION 00500 – CONTRACT.

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SECTION 00610 - PERFORMANCE, PAYMENT AND MAINTENANCE BOND

Riverview Park Phase 1
City of Marshalltown
Marshalltown, Iowa

KNOW ALL BY THESE PRESENTS:

That we, _____, as Principal (hereinafter the "Contractor" or "Principal") and _____, as Surety are held and firmly bound unto _____, as Obligee (hereinafter referred to as "the Jurisdiction"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of _____ DOLLARS (\$ _____), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the _____ day of _____, hereinafter the "Contract" wherein said Contractor undertakes and agrees to construct the Riverview Park Phase 1, Marshalltown, Iowa.

Project Description: This project, at approximately 2.25 AC of disturbed area, includes a pickleball court, artificial turf volleyball court, pedestrian bridge, weir wall, and playground. A horseshoe court is included as alternate #1. Additional site elements include sport court lighting, bank restoration, pedestrian bridge abutments, and segments of paved trail that connect site improvements with existing trail.

And to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract documents. Provided, however, that one year after the date of acceptance as complete of the work under the above referenced Contract, the maintenance portion of this Bond shall continue in force for the stated maintenance period.

It is expressly understood and agreed by the Contractor and Surety in this Bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

PERFORMANCE: The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements and shall indemnify and save harmless the Jurisdiction from all outlay and expense incurred by the Jurisdiction by reason of the Contractor's default of failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.

PAYMENT: The Contractor and the Surety on this Bond are hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price which the Jurisdiction is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573, Code of Iowa, which by this reference is made a part hereof as though fully set out herein.

MAINTENANCE: The Contractor and the Surety on this Bond hereby agree, at their own expense:

To remedy any and all defects that may develop in or result from work to be performed under the Contract as detailed in Section 00500 - Contract, from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;

To keep all work in continuous good repair; and

To pay the Jurisdiction's reasonable costs of monitoring and inspection to assure that any defects are remedied and to repay the Jurisdiction all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

Maintenance Bond requirements shall not apply to the following: work that is not permanently incorporated into the project; pavement markings, seeding, sodding, and plant material and planting.

Contractor's and Surety's agreement herein made extends to defects in workmanship or materials not discovered or known to the Jurisdiction at the time such work was accepted.

GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

To consent without notice to any extension of time to the Contractor in which to perform the Contract;

To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this Bond, provided that all such changes do not, in the aggregate, involve an increase of more than twenty percent of the total contract price, and that this Bond shall then be released as to such excess increase; and

To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

The Contractor and every Surety on the Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

That no provision of this Bond or of any other contract shall be valid which limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.

That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Jurisdiction including interest, benefits and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorney's fees (including overhead expenses of the Jurisdiction's staff attorneys), and all costs and expenses of litigation as they are incurred by the Jurisdiction. It is intended the Contractor and Surety will defend and indemnify the Jurisdiction on all claims made against the Jurisdiction on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Jurisdiction will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Jurisdiction incurs any "outlay and expense" in defending itself with respect to any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Jurisdiction whole for all such outlay and expense, provided that the Surety's obligation under this Bond shall not exceed 125% of the penal sum of this Bond.

In the event that any actions or proceedings are initiated with respect to this Bond, the parties agree that the venue thereof shall be Marshall County, State of Iowa. If legal action is required by the Jurisdiction to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Jurisdiction, the Contractor and the Surety agree, jointly and severally, to pay the Jurisdiction all outlay and expense incurred therefor by the Jurisdiction. All rights, powers, and remedies of the Jurisdiction hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers

and remedies given to the Jurisdiction, by law. The Jurisdiction may proceed against surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s).

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Project No. _____

(CON'T – PERFORMANCE, PAYMENT AND MAINTENANCE BOND)

Witness our hands, in triplicate, this _____ day of _____, 20____.

SURETY:

PRINCIPAL:

Surety Company

By: _____
Signature of Attorney-in-Fact/Officer

Name of Attorney-in-Fact/Officer

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

Company E-Mail

Bidder

By: _____
Signature

Name (Print/Type)

Title

Address

City, State, Zip Code

Telephone Number

E-Mail

NOTE:

1. All signatures on this Performance, Maintenance & Payment Bond must be original signatures in ink; electronic, copies, or facsimile of any signature will not be accepted.
2. This Bond must be sealed with the Surety's raised, embossing seal or official adhesive seal.
3. The Certificate or Power of Attorney accompanying this Bond must be valid on its face and sealed with the Surety's raised, embossing seal or official adhesive seal.
4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this Bond must be exactly as listed on the Certificate or Power of Attorney accompanying this Bond.

SECTION 00800 - SPECIAL PROVISIONS

FOR

Riverview Park Phase 1
City of Marshalltown
Marshalltown, Iowa

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1) CONTRACT PROVISIONS

a) Completion Date

- i) All work under the Contract must be completed as detailed in Section 00500 – Contract.

b) Liquidated Damage

- i) Damages in the amount as detailed in Section 00500 – Contract will be assessed for each calendar or working day the work remains incomplete.

c) Maintenance Bond & Warranty

- i) To remedy any and all defects as detailed in Section 00500 – Contract.

d) Bid Quantity Revisions

- i) All quantities are estimates and subject to revision by the Jurisdiction.
- ii) Quantity changes that do not materially change the character of the work to be performed and amount to less than Twenty (20) percent of a given bid item or less than Five (5) percent of the total contract amount shall not affect the unit price bid.

2) DEFINITION AND INTENT

a) The Specifications that apply to the materials and construction practices for this project are defined as follows:

- i) The 2024 Edition of the SUDAS Standard Specifications, except as modified by these Special Provisions to the Technical Specifications.
- ii) Omissions of words or phrases such as “the Contractor shall”, “in accordance with”, “shall be”, “as noted on the Plans”, “according to the Plans”, “a”, “an”, “the” and “all” are unintentional; supply omitted words or phrases by inference.
- iii) “Final Acceptance” and “Final Completion” shall mean final approval of the project as defined in SUDAS 1090, 1.08, C.
- iv) “Owner”, “Jurisdiction” and “City” shall mean the City of Marshalltown, acting through the Council.
- v) “Person” shall mean any individual, partnership, limited partnership, joint venture, society, association, joint stock company, corporation, limited liability company, estate, receiver, trustee, assignee, or referee, whether appointed by a court or otherwise, and any combination of individuals.
- vi) “Engineer” shall mean the Engineer of Record.
- vii) The intent of the Technical Specifications is to describe the construction desired, performance requirements, and standards of materials and construction.
- viii) “Standard Drawings” shall mean the Figures bound within the SUDAS Standard Specifications and/or the Typical Drawings bound within the Plans.
- ix) “Substantial Completion” shall be as defined by the Iowa Administrative Code Chapter 573.28.
- x) “Work” shall mean the work to be done and the equipment, supplies, and materials to be furnished under the Contract unless some other meaning is indicated by the context.
- xi) “Or equal” shall follow manufacturers names used to establish standards and, if not stated, is implied.

b) Engineer: Bolton & Menk, Inc., 430 E Grand Ave, Suite 101, Des Moines, IA 50309.

3) GENERAL PROVISIONS AND COVENANTS

a) Division 1 of the General Provisions and Covenants of the 2024 Edition SUDAS Standard Specifications is modified as follows:

- i) Section 1020.1.09B, Unit Price Attachment.

- (a) A computer-generated unit price attachment may be submitted by the Bidder as specified by this Section.
- ii) Section 1050, 1.05 - Shop Drawings, Certificates, and Equipment Lists
 - (a) Electronic submittal of shop drawings will be allowed.
 - (b) If hardcopy submittals are used, the Contractor shall submit a minimum of three (3) copies plus any additional required by the Contractor.
- iii) Section 1050, 1.15 – Additional Contractor Responsibilities
 - (a) No Changes.
- 4) WORK REQUIRED
 - a) Work under this Contract includes all materials, equipment, transportation, traffic control, and associated work for the construction of the Riverview Park Phase 1 as described in the Official Publication.
- 5) PLANS AND SPECIFICATIONS
 - a) The Jurisdiction will furnish five (5) sets of plans and specifications to the Contractor after award of the Contract. The Contractor shall compensate the Jurisdiction for printing costs for additional copies required.
 - b) Contractor shall provide one set of plans and specifications for each foreman and superintendent in charge of each crew on the job.
- 6) SUBMITTALS
 - a) Contractor shall provide a construction schedule showing dates of starting and completing various portions of work. Schedule shall be updated as needed or as requested by Engineer due to changes in progress of construction from original schedule. Updates shall be completed within one week of request.
 - b) Contractor shall submit the following information for Engineer's review. Three (3) copies plus any additional copies required by Contractor shall be submitted to the Engineer at the preconstruction conference or at least 14 days prior to utilization of the particular item on this project.
 - i) Testing reports.
 - ii) Manufacturer's data for materials that are to be permanently incorporated into the project.
 - iii) Details of proposed methods of any special construction required.
 - iv) Purchase orders and subcontracts without prices.
 - v) Traffic control and staging plan.
 - vi) Such other information as the Engineer may request to ensure compliance with contract documents.
 - vii) List of Subcontractors and Suppliers.
- 7) STANDARDS AND CODES
 - a) Construct improvements with best present day construction practices and equipment.
 - b) Conform with and test in accordance with applicable sections of the following standards and codes.
 - i) American Association of State Highway and Transportation Officials (AASHTO).
 - ii) American Society for Testing and Materials (ASTM).
 - iii) Iowa Department of Transportation Standard Specifications (Iowa DOT).
 - iv) American National Standards Institute (ANSI).
 - v) American Water Works Association (AWWA).
 - vi) American Welding Society (AWS).

- vii) Federal Specifications (FS).
- viii) Iowa Occupational Safety and Health Act of 1972 (IOSHA).
- ix) Manual of Accident Prevention in Construction by Associated General Contractors of America, Inc. (AGC).
- x) Standards and Codes of the State of Iowa and the ordinances of the Jurisdiction.
- xi) Other standards and codes which may be applicable to acceptable standards of the industry for equipment, materials and installation under the Contract.

8) EMPLOYMENT PRACTICES

- a) Neither the Contractor nor the Contractor's subcontractors shall employ any person whose physical or mental condition is such that their employment will endanger the health and safety of anyone employed on the Project.
- b) The Contractor shall not commit any of the following employment practices and agrees to include the following clauses in any subcontracts:
 - i) To discharge from employment or refuse to hire any individual because of sex, race, color, religion, national origin, sexual orientation, marital status, age, or disability unless such disability is related to job performance of such person or employee.
 - ii) To discriminate against any individual in terms, conditions, or privileges or employment because of sex, race, color, religion, national origin, sexual orientation, marital status, age, or disability unless such disability is related to job performance of such person or employee.

9) RESPONSIBILITY OF CONTRACTOR

- a) Contractor shall provide supervision of the work.
- b) Contractor shall provide protection of all property from injury or loss resulting from construction operations.
- c) Contractor shall replace or repair objects sustaining any such damage, injury, or loss, to the satisfaction of the Jurisdiction and Engineer.
- d) Contractor shall cooperate with Jurisdiction, Engineer, and representatives of utilities in locating underground utility lines and structures. Incorrect, inaccurate, or inadequate information concerning location of utilities or structures shall not relieve the Contractor of responsibility for damage thereto caused by construction operations.
- e) Contractor shall keep cleanup current with construction operations.
- f) Contractor shall comply with all Federal, State of Iowa, and local laws and ordinances.

10) WORK HOURS/COMMUNITY EVENTS

- a) The Contractor will be required to limit work hours on the Project from 7:00 a.m. to 7:00 p.m., Monday through Saturday, unless otherwise directed by the Engineer.
- b) The following Community Events are scheduled. Contractor is required to coordinate with the Jurisdiction as needed to allow use of public property as necessary for the event(s). If Contract continues for multiple years, event is still in force even though dates and locations may change.
 - i) N/A.

11) CONSTRUCTION FACILITIES

- a) Contractor shall provide telephone numbers where Contractor's representative can be reached during work days and on nights and weekends in event of emergency.
- b) Contractor shall provide and maintain suitable sanitary facilities for construction personnel for duration of work; remove upon completion of work.
- c) Contractor shall not store construction equipment, employee vehicles, or materials on streets open to traffic.

- d) Contractor shall provide suitable storage facilities necessary for proper storage of materials and equipment. Location for storage of equipment by Contractor is subject to approval of the Engineer.
- e) Contractor will be required to make arrangements for all services required during the construction period and pay for such services at no additional cost to the Jurisdiction.

12) PROJECT SUPERVISION

- a) The Contractor shall be represented in person at the construction site at all times that construction operations are proceeding. Representation constitutes a qualified superintendent or other designated, qualified representative capable of providing adequate supervision. The representative must be duly authorized to receive and execute instructions, notices, and written orders from the Engineer.
- b) Resolution of issues that arise during construction relating to traffic control, construction staging, etc. is the responsibility of the Contractor.
- c) Weekly progress meetings, if specified at the preconstruction conference, may be held at the project site to review project schedules, coordinate activities, resolve conflicts, and coordinate the construction work. The day and time for this meeting will be set at the preconstruction conference. The Contractor shall provide qualified representation at each meeting.
- d) Refer to Division 1 – General Provisions and Covenants, Section 1080 – Contractual Provisions, Part 1 – Prosecution and Progress of the Work, Section 1.10 Contractors Employees, Methods and Equipment for additional requirements.
- e) Contractor shall provide supervision of all sub-contractors and their personnel while on the site.

13) COORDINATION WITH OTHERS

- a) Contractor shall cooperate and coordinate construction with the Jurisdiction, utility companies, affected property owners, and other contractors working in the vicinity of this project.
- b) It is the Contractor's responsibility to schedule and coordinate work to minimize construction delays and conflicts.
- c) Contractor shall cooperate and coordinate with property owners prior to beginning work that will affect their parcel.

14) CONSTRUCTION GENERAL

- a) Procedures outlined herein are not intended to fully cover all special construction procedures but are offered as an aid to the Contractor in planning work.
- b) Contractor shall cooperate with the City of Marshalltown, Iowa and the Engineer to minimize inconvenience to property owners, other jurisdictions and motorists and to prevent delays in construction and interruption to continuous operation of utility services and site access.
- c) The Contractor is expected to provide adequate personnel and equipment to perform work within the specified time of construction.
- d) Contractor shall install and maintain orange safety fence around all open trenches or open structures when left unattended.
- e) Contractor shall complete surface restoration and cleanup activities as construction progresses.

15) CONSTRUCTION LIMITS

- a) Contractor shall confine the construction operations within the construction limits shown on the plans.
- b) Contractor shall not store equipment, vehicles, or materials within the right-of-way of any streets open to traffic or on temporary access roads at any time.
- c) Areas disturbed outside of construction limits shall be restored at the contractor's expense to the satisfaction of the Jurisdiction.
- d) Contractor shall protect trees, fences and landscaping within the construction limits not marked for removal.

- e) All work on this project will be within City Right-of-Way, Easements or Public Property.

16) CONSTRUCTION SCHEDULE

- a) The Contractor will prepare and submit to the Engineer a project schedule that will assure the completion of the project within the time specified within the Contract.
- b) Adequate equipment and forces shall be made available by the Contractor to start work immediately upon receipt of the Notice to Proceed.
- c) Contractor shall submit a construction schedule at the preconstruction conference.
- d) Contractor shall periodically update the construction schedule as needed due to changes in progress of construction from the original schedule or as requested by the Engineer. Updates shall be completed within one week of request.
- e) The Contractor shall be required to meet the final completion date as specified in Section 00500 – Contract.
- f) Contractor shall notify the Jurisdiction and property owners at least 48 hours prior to any street closures.
 - i) Notification shall be provided by written notice placed on the front door. The following items shall be included within the notice:
 - (a) The street name, location and proposed date of street closure.
 - (b) The estimated schedule for completion of work.
 - (c) The estimated date for reopening of the street.
 - (d) Procedure for garbage collection recycling and postal service.

17) CONSTRUCTION PHASING

- a) Contractor shall refer to construction staging and traffic control plans when included in construction plans.
- b) Contractor shall include construction phasing on the required construction schedule submittal.

18) CONSTRUCTION STAKING

- a) Unless otherwise specified in the specific sections, Jurisdiction shall provide engineering surveys to establish reference points for construction as follows:
 - i) Storm Sewer: Staking will be furnished and set by the Engineer at 50.0-foot spacing (usually offset for construction) for the control of the underground construction herein described. Cuts to the proposed pipeline grade will be furnished by the Engineer. Manholes and catch basins will be staked with an offset and a witness with a cut to the lowest structure invert.
 - ii) Watermain: The staking interval for watermain shall be 25.0-feet. Cuts to the proposed pipeline grade will be furnished by the Engineer. Location staking shall be provided for valves and fittings. Hydrants will be staked with an offset and a witness with a cut to the ground elevation at the hydrant. The Engineer will provide horizontal and vertical control points on the project's datum.
 - iii) Street Grading, Form Grade and Top of Curb: A control line (usually offset from the curb line) with cuts and fills to proposed grade at 50.0-foot spacing on tangents, and 25.0-foot spacing on horizontal or vertical curves, shall be furnished and set on both sides for control of the construction herein described.
- b) The Engineer will provide stakes indicating the right of way and/or temporary easement construction limits.
- c) Contractor is responsible to have all areas where stakes need to be set to be clear of debris. The Contractor needs to also provide a clear line of sight for staking.
- d) The Contractor shall submit staking requests a minimum of two (2) working days, excluding Saturdays, Sundays and legal holidays, prior to the date requested stakes are needed on the project. Staking requests submitted after 2pm shall be recorded as being received the next business day.

- e) The stakes are an integral part of the project and the Contractor shall protect and preserve all such stakes and marks and will be charged with the expense of resetting all such stakes and marks destroyed or disturbed due to the Contractor's carelessness or negligence. Stakes that are destroyed due to vandalism, erosion or other incidents shall be re-staked by the Engineer and will not be at the Contractor's expense.
- f) In the event of apparent or questionable errors or inconsistencies in such stakes set for control of line and/or grade, the Contractor shall promptly notify the Engineer of such error or inconsistency and shall not proceed with the work until such stake, grade or mark shall have been verified or corrected by the Engineer.
- g) The Engineer will mark the existing boundary monuments prior to construction. The Contractor is responsible for protecting the monuments during construction. If monuments are removed, the Engineer will reset them post construction at the Contractor's expense.
- h) All other line and grade staking shall be the responsibility of the Contractor. The Contractor shall furnish sufficient equipment and personnel for determination of plan grades, cross sections, course thicknesses, etc. The survey cost of establishing stakes requested by the Contractor for the convenience of the Contractor, beyond those cited as basic project control, will be charged to the Contractor, or withheld from the amounts due to the Contractor.

19) CONSTRUCTION SURVEY DOCUMENTATION & RESPONSIBILITIES OF ENGINEER AND CONTRACTOR

- a) The Contractor shall maintain at the construction site one complete set of drawings suitably marked to show all deviations from the original set of drawings and other information as specified. Supplementary sketches shall be included, if necessary, to clearly indicate all work as constructed.
- b) All manholes and valves shall be located with tie-off dimensions to known items on the plans or in the field to enable the Contractor or City personnel to locate these structures for adjustment.
- c) Survey work documentation shall be a combination of digital and hard copy format and is the property of the Engineer.
- d) Tie-ins with existing pavements and utilities shall be verified for correctness of alignment and elevation prior to construction staking. Any discrepancies discovered during this verification process will be brought to the attention of the Engineer for review and assistance with resolution prior to staking.
- e) When survey work is done under traffic conditions, the traffic control shall be in place prior to commencement of survey work.
- f) The Engineer will have a representative at the preconstruction conference to discuss construction staking.
- g) The Jurisdiction and Engineer will not be responsible for delays due to lack of grade or line stakes unless the Contractor has given the Engineer a 48 hour, working day, notice that such stakes will be needed and the Contractor's work is being conducted in a satisfactory manner and at the specified rate of progress.

20) MATERIALS TESTS

- a) Testing shall follow the requirements of the SUDAS Standards Specifications. Contractor specified testing shall be completed by an independent testing laboratory retained by the Contractor and approved by the Engineer. Required testing not specified as Contractor or Supplier responsibility will be completed by an independent testing laboratory retained by the Jurisdiction or the Engineer.
- b) The Contractor shall coordinate all material testing with the Engineer.
- c) The Contractor shall not deliver materials to the project site until laboratory tests and/or certifications have been furnished which verify compliance of materials with specifications.
- d) Contractor shall provide gradation and materials certifications for all granular materials. Certify that sources of Portland Cement and aggregate sources are Iowa DOT approved.

21) EXISTING UTILITIES

- a) Location of utility lines, mains, cables and appurtenances shown on plans are from information provided by utility companies and records of the Jurisdiction.

- b) Prior to construction, Contractor shall contact all utility companies and have all utility lines and services located. The Contractor is responsible for excavating and exposing underground utilities in order to confirm their locations ahead of the work.
- c) The Contractor is solely responsible for damage to utilities or private or public property due to utility disruption.
- d) The Contractor shall notify utility company immediately if utility infrastructure is damaged during construction.
- e) The Contractor shall support and protect all utilities that are not moved.
- f) Utility services are not generally shown on plans; protect and maintain services during construction. Notify Jurisdiction and affected property Jurisdictions 48 hours prior to any planned utility service interruptions.
- g) If private utility work occurs within/adjacent to the site during the construction period, Contractor shall coordinate work schedules with the Engineer.
- h) Existing utilities shall remain in substantially continuous operation during construction. Contractor shall select the order and methods of construction that will not interfere with the operation of the utility systems. Interrupt utility services only with approval of Jurisdiction and Engineer.
- i) No claims for additional compensation or time extensions will be allowed to the Contractor for interference or delay caused by utility companies.

22) SALVAGE OF MATERIALS / DISPOSAL

- a) The Contractor shall remove from the project site and dispose of trees, shrubs, vegetation, excess soil excavation, rubbish, concrete, granular materials and other materials encountered as shown on plans and as specified. Excess soil excavation not designated for waste locations shall be disposed of as directed by the Engineer.
- b) The City of Marshalltown, Iowa retains first right of refusal for retaining any existing materials removed by the construction.
- c) The Contractor shall dispose of materials in accordance with applicable laws and ordinances. Disposal sites are subject to the review and approval of the Engineer.
- d) Burning of brush and other debris is not permitted. Contractor is responsible for selecting disposal location off site.
- e) The Contractor shall dispose of broken concrete, asphalt, granular material, rubble and excess or unsuitable excavated material. Contractor is responsible for selecting disposal location off site.
- f) The Contractor shall cooperate with all applicable City, State and Federal agencies concerning disposal of materials.
- g) The Contractor shall carefully remove, in a manner to prevent damage, all materials and equipment specified or indicated as salvage. The Contractor shall protect and store items specified.
- h) Any items damaged in removal, storage or handling through carelessness or improper procedures shall be replaced by the Contractor in kind with new items.

23) TRAFFIC CONTROL

- a) The Contractor shall provide sufficient surveillance of the traffic control devices to ensure compliance during the entire construction period. The Contractor shall furnish names, addresses, and phone numbers of at least two (2) local individuals capable of immediate response who will be responsible for the site security and traffic control devices to:
 - i) The Engineer;
 - ii) The Jurisdiction; and
 - iii) Local Law Enforcement Agencies.
- b) The Contractor shall schedule the work to cooperate fully with business property owners and occupants abutting the project to minimize the time of restricted access to their property during the construction period.

- c) The Contractor shall notify the City and property owners at least 48 hours prior to any street closures.
 - i) Notification shall be provided by written notice delivered to the business. The following items shall be included within the notice:
 - (1) The street name, location and proposed date of street closure;
 - (2) The estimated schedule for completion of work;
 - (3) The estimated date for reopening of the street; and
 - (4) Procedure for garbage collection/recycling and postal service.
 - ii) Contractor shall accommodate and maintain safe access to homes for property owners. Access to homes shall be considered incidental to the project.
- d) The cost of maintaining vehicular and pedestrian traffic on temporary surfaced drives and walkways, including the eventual removal of the temporary surfacing material, shall be considered incidental to traffic control.
- e) In the event that any of the above right-of-way require traffic to be detoured around the construction zone, the Contractor shall prepare the detour route with the appropriate Agency representatives. The Contractor shall provide and maintain all signing and other traffic control required. The affected Agency shall be notified by the Contractor before re-routing traffic. Dust control and road maintenance of the by-pass route shall be the Contractor's responsibility.
- f) Contractor shall furnish, erect and maintain traffic control devices as specified in the construction drawings and directed by the Engineer including signs, barrels, cones and barricades to direct traffic and separate traffic from work areas. Traffic control shall be in place prior to the closing of any streets.
- g) Contractor shall provide traffic control devices in accordance with the Iowa DOT Standard Specification, Section 2528, Traffic Control, and the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD).
- h) Adjustments to the traffic control or the addition of flaggers will be required if, in the opinion of the Engineer, undue traffic congestion occurs.
- i) Contractor shall provide continuous access for police, fire and other emergency vehicles.
- j) Contractor shall notify the Engineer in writing at least 72 hours prior to the start of any construction operation that will necessitate land closure or internal traffic control signing.

24) TEMPORARY FENCES

- a) Contractor shall install temporary fencing around open excavations or material storage areas and as directed by Engineer to prevent access of unauthorized persons to construction areas.
- b) Contractor shall provide orange plastic mesh safety fence with a nominal height of 48". Support fence securely on driven posts in vertical position without sagging.
 - i) Refer to Iowa DOT Section 4188.03 for fence materials.
- c) Temporary fencing installed around open excavations or material storage areas is incidental to construction and will not be measured for payment.
- d) Contractor shall remove temporary fencing upon completion of construction.

25) EROSION CONTROL (NPDES Permit)

- a) If Contractor fails to install and/or perform the appropriate erosion and sediment control practices, as determined by the Engineer, the Engineer may issue a written order to the Contractor. Failure to perform this work within 72 hours of notification of non-compliance may result in the Jurisdiction or Engineer arranging for completion of the work by others. A contract deduction may be made equal to the total of all costs to perform such work so arranged, including but not limited to, labor, materials, equipment and administrative costs.
- b) It shall be the Contractor's responsibility to update the Erosion Control Plan during construction and have the plan available on site at all times.

- c) Contractor is responsible for preparing the SWPPP to match staging, phasing and construction methods as work progresses. Contractor shall comply with the erosion control requirements of said plan, the Iowa Code and local ordinances. Protect against erosion and dust pollution on this project site and any off-site deposit or borrow area used for this project.
- d) The Contractor will publish the necessary notification for the NPDES permit prior to the start of construction. The Contractor shall obtain an NPDES permit from the Iowa DNR for the area within the limits of this project based on the Pollution Prevention Plan. It shall be the Contractor's responsibility to update the plan during construction and have the plan available on site at all times.
- e) The Contractor shall protect adjoining property (including public sanitary/storm sewer systems and streets) from any damage resulting from movement of earth or other debris from the project site. Any damage shall be repaired immediately.
- f) Contractor shall prevent the accumulation of earth or debris on adjoining public or private property. Contractor shall remove any accumulation of earth or debris immediately and prevent the repetition of any instance where earth or debris moves from the project site to adjoining public or private property.
- g) Contractor shall provide erosion control measures necessary to protect against siltation and erosion from the flow of storm water. Maintain continuous operation of the storm sewer system throughout the construction period.
- h) Contractor shall use silt fence and similar Best Management Practices (BMP) at all drainage courses, swales and storm sewer system inlets/outlets to protect against siltation and erosion as shown in the construction drawings or as directed by the Engineer.
- i) Erosion protection measures, other than those specified as unit price pay items, are incidental.
- j) The Contractor will be fully liable for all damages to public and private property caused by their action or inaction in providing for handling of storm water flow during construction.
- k) As construction progresses, stabilization is required in those segments of the corridor that become available to do so. The Contractor shall not wait until all grading and paving operations are completed before commencing final surface restoration.
- l) The Contractor shall anticipate multiple mobilizations to complete finish grading operations in surface restoration areas.

26) DEWATERING

- a) Contractor shall perform all construction work in dry conditions.
- b) Unless specified in the Bid Items, all costs associated with dewatering activities shall be incidental to the project.
- c) Contractor shall submit dewatering methods to the Engineer for review. Obtain the Engineer's approval on methods prior to construction.
- d) Groundwater levels are subject to variation. No additional compensation will be permitted due to high groundwater conditions.
- e) Should cohesive soils with no wet sand seams or layers be encountered, it may be possible to control water seepage by draining groundwater to temporary construction sumps and pumping it outside the perimeter of the excavation.
- f) The Contractor shall not pump water from open excavation in sand and gravel below the natural ground water level.
- g) Contractor shall maintain water levels 2 feet or more below the bottom of excavations in saturated cohesionless (sand and/or gravel) soils to prevent upward seepage, which could reduce subgrade support.
 - i) A dewatering system (well points or shallow wells) shall be installed when working in cohesionless soils.
 - ii) Costs of installing and operating dewatering system are incidental, unless specified otherwise.
- h) Contractor shall provide means for conveying surface water encountered during construction.

- i) Surface water shall be prevented from flowing into excavation and accumulated water shall be removed.
- ii) Surface water and storm sewer flows shall be diverted around areas of construction.
- iii) Sanitary sewers shall not be used for the disposal of dewatering or trench water.
- i) Contractor shall backfill pipe and structures prior to stopping dewatering operations. Contractor shall not lay pipe or construct concrete structures on excessively wet soils.
- j) Costs of conveying both surface water and groundwater are incidental.

27) READY MIX CONCRETE USED ON PAVING PROJECTS

- a) Contractor will be required to provide plant/truck batch tickets as detailed in the Iowa DOT Construction Manual, Chapter 9, Section 9.03.
- b) Contractor shall be required to provide a batch ticket for each delivered load to the Engineer or their field staff at the time of delivery on site.

28) INCIDENTAL CONTRACT ITEMS

- a) The furnishing and installing of specific items and/or the performance of work under certain circumstances shall not be individually paid in the absence of a specific bid item for the work. These costs shall be included in the Unit Price Bid for the individual items associated with the stated specific item or work effort. Such items of work include, but are not limited to:

Concrete header removal
 Connections to existing storm sewer structures and pipes unless specified for separate payment
 Construction and removal of temporary access roads
 Construction fencing
 Construction staging and phasing
 Coordination and cooperation with affected property owners
 Coordination and cooperation with the City of Marshalltown
 Coordination and cooperation with other contractors
 Coordination and cooperation with other projects in the area
 Coordination and cooperation with utility companies
 Dewatering and handling storm water flow during construction
 Dust control measures
 Engineering fabric
 Excavation, verification and protection of existing utilities
 Field and wood fence removal
 Field testing
 Finish grading
 Full depth saw-cutting of existing pavement
 Grading for storm sewer outlets
 Granular backfill and bedding for storm and sanitary sewer installation
 Granular surfacing removal
 Maintenance and watering for seeding and sodding
 Maintenance of erosion control measures, including silt removal
 Material testing
 Monitoring weather conditions
 Mowing
 Overhaul
 Pipe and structure bedding material
 Porous backfill for subdrain
 Proof rolling
 Protection of existing hydrant(s) and valve(s)
 Protection of existing trees and plantings not shown as removals

Protection of existing utilities and light poles
Removing and reinstalling existing signs
Reseeding
Site cleanup/restoration
Temporary safety closures
Temporary sheeting and shoring
Water valve removal
Working backfill to reduce moisture content
Working subgrade to achieve acceptable moisture content
Wrapping of storm sewer pipe joints

******END OF SECTION******

SECTION 00900 - NOTICE OF AWARD

(To be executed after bid is awarded.)

TO: Contractor _____
Address 1 _____
Address 2 _____
City, State, Zip _____

PROJECT TITLE: Riverview Park Phase 1

PROJECT DESCRIPTION: This project, at approximately 2.25 AC of disturbed area, includes a pickleball court, artificial turf volleyball court, pedestrian bridge, weir wall, and playground. A horseshoe court is included as alternate #1. Additional site elements include sport court lighting, bank restoration, pedestrian bridge abutments, and segments of paved trail that connect site improvements with existing trail.

OWNER'S NAME: City of Marshalltown

The OWNER has considered the BID submitted by you for the above-described WORK in response to its Notice to Bidders dated _____, 20____, and Instructions to Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$_____.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER within fifteen (15) days of this, the ____ day of _____, 20____.

You must deliver to the OWNER Three (3) fully executed counterparts of the Contract, including all the Contract Documents. Each of the Contract Documents must bear your signature. You must deliver with the executed Contract acceptable Contract Security (Bonds), Certificate(s) of Insurance, and other required information. Within ten days after you comply with the above conditions, the OWNER will return to you one fully executed counterparts of the Contract.

Dated this, the ____ day of _____, 20____.

City of Marshalltown
Marshalltown, Iowa

BY: _____

TITLE: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____,
this, the ____ day of _____, 20____.

BY: _____

TITLE: _____

SECTION 00910 - NOTICE TO PROCEED

(To be executed after Agreement, Bonds and Insurance Certificates are approved.)

TO: Contractor	Date:
Address 1	Project Title: Riverview Park Phase 1
Address 2	Project Owner: City of Marshalltown
City, State, Zip	Project Location: Marshalltown, Iowa

You are hereby notified to commence WORK in accordance with the Contract awarded on _____, 20____.
The Contract Time shall commence to run on Anticipated start date: _____, 20____. WORK shall proceed in accordance with the dates set forth in the Contract and all other provisions of the Contract Documents.

City of Marshalltown
Marshalltown, Iowa

BY: _____
TITLE: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by _____,
this, the ____ day of _____, 20____.

BY: _____
TITLE: _____

TECHNICAL SPECIFICATIONS

SECTION 11 68 33

ATHLETIC EQUIPMENT

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes labor, materials, equipment, and accessories to provide the following:

1. Pickleball Court Net Post System

- a. One (1) end net post and one (1) reel net post for each new court.
- b. Net tensioning reel-on-reel net posts.
- c. Concrete footing for posts with sleeve
- d. One (1) tie-down ring set in concrete at center of each pickleball court net.

2. Outdoor Pickleball Court Nets.

- a. One (1) nylon pickleball net system at each court.
- b. One (1) center tie strap at each pickleball net.

B. Work Specified in Other Sections:

1. Coordinate work with installation of fencing, drain tile, asphaltic concrete paving, exterior concrete work and acrylic court surfacing and striping.

1.2 SUBMITTALS

- A. Furnish submittals.
- B. Furnish complete specifications and product data which indicate compliance with specified requirements.
- C. Shop Drawings shall include layout for posts and recommended installation instructions.

1.3 QUALITY ASSURANCE

- A. Installation of posts shall be in accordance with the requirements of the current rules and regulations of regulating authorities for pickleball.

PART 2 – PRODUCTS

2.1 PICKLEBALL COURT POST AND NET SYSTEM

B. Pickleball Nets (2)

1. Douglas JTN-30 Quickstart/Pickleball Net #20105

Contact: Douglas Sports, (800) 553-8907

- a. 3.0MM Solid Core Knotted Braided Polyethylene with 285 LB. break strength
- b. Single ply vinyl coated polyester headband 32 oz/sqyd
- c. Black vinyl pockets with fiberglass dowels
- d. Net size measures 3'-0" x 21'-9"

2. Or Approved Equal

C. Pickleball Posts (4)

1. Douglas Premier XS-36 Pickleball Posts

Contact: Douglas Sports, (800) 553-8907

- a. 2-7/8" o.d. round , 8 guage allied's zinc flo-coat galvanized steel
 - b. Internal wind 30:1 self-locking gears
 - c. Welded lacing rods
 - d. Die-case zinc caps and gear housings
 - e. Polyester powder coat finish
 - f. Color – Black #63034
- 2. Or approved Equal
- D. Post Sleeves
 - 1. Douglas Ground Sleeves GS-24RD/PVC #63164 or GS-24RD/AL #63171
Contact: Douglas Sports, (800) 553-8907
 - 2. Or approved equal matching approved post manufacturer

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Pickleball Court Net Post System:
 - 1. Install pickleball court net posts and center strap anchors plumb and true in 3,000 psi air entrained concrete footings as detailed on the Drawings. Set concrete in augured earth forms.
 - a. Bottom of posts and anchors shall be within 6 inches of bottom of augured hole.
 - b. Trowel finish concrete at top of footing to slope from the posts and anchors to the adjacent pavement elevation at ¼" per foot.
- B. Pickleball Court Nets:
 - 1. Immediately prior to allowing public usage of the courts, the Contractor shall install net and center tie strap at each court in accordance with manufacturer's recommendations. Contractor shall not over tension the net.
 - 2. Instruct the Owner as to the proper methods, care and maintenance of the net and strap system.

END OF SECTION 11 68 33

SECTION 32 18 23

ACRYLIC COURT SURFACING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes labor, material, equipment, and accessories to complete the following Work:
 - 1. Acrylic pickleball court finish system, consisting of a minimum of two acrylic filler coats and two acrylic color coats.
 - 2. Permanent pickleball court lining and markings, including regulation court striping.

1.2 SUBMITTALS

- A. Submit product data for approval including manufacturer specifications for components, color chart, coating samples, textured colored samples, and installation instructions.
- B. Submit Technical Data Sheets (TDS) and Color Chart: Submit samples of color to Engineer for review and approval by Owner prior to application.
- C. Submit the recorded batch number of each product used on the site.
- D. Submit an estimate of the volume of each product to be used on the site.

1.3 QUALITY ASSURANCE

- A. The surfacing system shall be completely furnished and installed by an authorized installer of material manufacturer. Installer shall have not less than 5 years' experience in the application of pickleball court finishing systems and shall have satisfactorily completed at least 5 similar installations using product which is being installed.
- B. Surfacing shall conform to the guidelines of the ASBA for planarity.
- C. All surface coatings products shall be supplied by a single manufacturer.
- D. The installer shall be an authorized applicator of the specified system.

1.4 SITE CONDITIONS

- A. Environmental Requirements: Follow manufacturer's recommendations and guidelines for disposal of unused materials.

PART 2 - PRODUCTS

2.1 COURT FINISHING PRODUCTS

- A. Acceptable coating system as follows or approved equal:
 - 1. California Products Corporation, Cambridge, MA; "Plexipave Surfacing System with Plexipave Filler Plexichrome Finish Coat, and Plexicolor Acrylic Line Paint"
 - 2. SportMaster Sport Surfaces, Sandusky, OH; "ColorPlus Pickleball Court System"
 - 3. Nova Sports USA, Milford, MA: "Novacrylic"
 - 4. Advanced Polymer Technology Corp., Harmony PA; "Laykold Surfacing System"

2.2 WATER

- A. Water used in all mixtures shall be fresh and potable.

PART 3 - EXECUTION

3.1 EXAMINATION AND PREPARATION

- A. Concrete substrates shall be allowed to cure a minimum of 30 days before application of coating system.
- B. Concrete substrate texture shall meet International Concrete Repair Institute's Concrete Surface Profile (CSP) 3 as required by the acrylic coating manufacturer's specifications.
- C. Prior to application of acrylic system, contractor shall review concrete surface and notify landscape architect of any conditions not adhering to manufacturer recommendations.
- D. Prior to applying coating system, the full fencing system shall be installed.
- E. The substrate shall be CLEAN and DRY before coatings are applied. The surface of the substrate shall be inspected and made sure to be free of grease, oil, dust, dirt and other foreign matter before any coatings is applied.
- F. No part of the surfacing system shall be applied during a rainfall, or when rainfall is imminent.
- G. Do not apply coatings to a cold surface.
- H. Surface and air temperatures must be a minimum of 50°F and rising. A minimum temperature of 50°F must be maintained during the entire installation process to include 24-hours before and after the installation.
- I. Shaded areas will be cooler with slower curing times. Special precautions should be taken to ensure all coatings cure sufficiently prior to application of additional coatings.
- J. Do not apply coatings if extremely high humidity prevents drying.
- K. No coatings shall be applied if surface temperature exceeds 130°F.
- L. All materials shall be delivered to the job site in sealed containers with the manufacturer's label affixed.
- M. Color(s) of acrylic color coating system are to be selected by landscape architect from manufacturer's product color card(s). Contractor to submit color samples for review and selection by the landscape architect.
- N. Pavement surface shall be brushed, blown and pressure washed to be free of dirt and foreign matter immediately prior to application of filler coat.

3.2 APPLICATION OF FINISH SYSTEM

- A. Application of coating system and lines shall be accomplished to achieve International Tennis Foundation (ITF) Classified Court Pace 4 (Medium Fast).
- B. Filler Coat:
 - 1. Apply two coats of filler with a 70 Durometer flexible rubber squeegee in accordance with manufacturer's directions and recommended rate of application.
 - 2. Each coat shall be completely dry before applying subsequent coats.
 - 3. If concrete surface course is not covered to a uniform, even texture, free of porosity, apply an additional filler coat to attain uniformity.
 - 4. Dilution rate shall not exceed that recommended by product manufacturer.
- C. Color Coat:
 - 1. Prior to applying color coat, carefully inspect entire surface and remove ridges and loose or foreign particles.
 - 2. Apply two color coats in accordance with manufacturer's directions and recommended rate of application.

3. The application shall be made lengthwise of the courts with a 50 Durometer flexible rubber squeegee and finished with a wide hair-type push broom, specifically manufactured for tennis/pickleball court surfacing material application.
4. The color shall be uniform throughout when viewed from a distance of 25 feet from any edge of the court at mid-day.
5. Dilution rate shall not exceed that recommended by product manufacturer.

D. Lines

1. Playing lines shall be 2" wide, accurately located and marked in accordance with rules of the regulating authorities for pickleball.
2. Wait a minimum of 24 hours after final color coat before applying line paint.
3. Apply line primer in accordance with manufacturer's directions and recommended rate of application. Allow a minimum drying time of 1-hour.
4. Line paint shall be textured to match the texture of finish color coat, applied by brush (not sprayed) and shall be free of any fogging or over-spray. Apply 2 coats.
5. All measurements shall be to the outside edge of the lines except the center line and center mark which shall be to the center line of the court.
6. USTA tolerances shall apply.
7. Mask lines before painting. Remove masking tape immediately after lines are dry.
8. Protect lines until thoroughly dry.

3.3 CLEANING

- A. Remove remnants of materials, containers, debris, and other construction materials and equipment used in the work.

3.4 PROTECTION

- A. Do not allow surrounding sprinkler systems to spray water on the newly applied court surface for a period of one week after completion.

END OF SECTION 32 18 23

SECTION 32 31 13

CHAIN LINK FENCE

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes labor, materials, equipment, and accessories to provide the following:

1. Chain link fencing, including gates, fasteners, fittings, and accessories.
 - a. Fencing around perimeter of and within the pickleball courts.
2. Concrete footings for posts and related excavation.

1.2 SUBMITTALS

A. Provide Shop Drawings illustrating typical fence construction in accordance with Section 01330.

1.3 COORDINATION

A. Coordinate installation of fencing with paving contractor when fencing lies within paved areas.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Posts, Rails, and Braces

1. General Requirements: Posts shall be standard weight (Schedule 40) and hot-dip galvanized pipe meeting the requirements of ASTM A53. Pipe posts shall have tops which exclude moisture.
2. Terminal Posts: Posts shall include end, corner, and pull posts and shall be 3-inch outside diameter Schedule 40 pipe, unless noted otherwise. Posts shall be standard weight 5.79 pounds per foot and of sufficient length to allow for posts to be set into concrete footing as noted on the Drawings.
3. Line Posts: Posts shall be 3-inch outside diameter Schedule 40 pipe, unless noted otherwise. Posts shall be standard weight 3.65 pounds per foot and of sufficient length to allow for posts to be set into concrete footing, or sufficient length to be air driven minimum 60 inches where indicated on the Drawings.
4. Rails: Rails shall be 1 5/8-inch outside diameter Schedule 40, standard weight of 2.27 pounds per foot. Applies to top and bottom rails (and intermediate rails, where applicable).
5. Gate Posts:
 - a. Gate Leaves Up To and Including 3 Feet Wide: Posts shall be 2 ½ inch outside diameter Schedule 40 pipe.
 - b. Gate Leaves Over 3 Feet and Up To 6 Feet Wide: Posts shall be 3 inch outside diameter Schedule 40.
 - c. Gate Leaves Over 6 Feet and Up To 13 Feet Wide: Posts shall be 4 inch outside diameter Schedule 40 pipe.
 - d. Gate Leaves Over 13 Feet and Up To 18 Feet Wide: Posts shall be 6 5/8 inch outside diameter Schedule 40 pipe.

B. Chain Link Fabric:

1. Fabric shall be woven from 9-gauge steel (coated size) wire in a 1-3/4-inch mesh. Fabric wire shall have a minimum tensile strength of 80,000 pounds per square inch. Fabric shall be 1-piece vertically for fences up to and including 12 feet high.

2. Selvage Edges: Both top and bottom selvage edges shall be knuckled.
- C. Fittings:
 1. Pressed steel or malleable iron, hot dip galvanized, meeting the requirements of ASTM A153.
- D. Gates:
 1. Gate Construction:
 - a. Gate perimeter frame shall be 2-inch outside diameter (1.90-inch) Schedule 40 pipe. Provide additional horizontal and vertical members to ensure proper gate operation and for attachment of fabric, hardware, and accessories. Assemble gate frames by welding fittings and rivets for rigid connections. Use same fabric specified for fence.
 - b. Install fabric with stretcher bars at vertical edges and tie at top and bottom edges. Attach stretcher bars to gate frame at 15 inches on center maximum. Attach hardware with rivets or by other means which will provide security against removal or breakage.
 2. Gate Hardware:
 - a. Hinges: Pressed steel or malleable iron to suit gate size, non-lift-off type, offset to permit 180 degree swing. Provide 1 pair of hinges for each leaf.
 - b. Latch: Provide all gates with latching device. Latches shall be as detailed on the Drawings.
 - c. Keeper: Provide semi-automatic outer catches to secure gates in open position.
 - d. One-way Bracket: Provide gate stop bracket to allow gate to only open one direction.
- E. Finish: Black vinyl pvc coated. All components.
- F. Concrete shall be 3,000 psi, air entrained concrete.

PART 3 - EXECUTION

3.1 CONDITION OF SITE

- A. Work shall not begin prior to completion of finish grading.

3.2 FENCE INSTALLATION

- A. Installation of Chain Link Fence shall comply with ASTM F 567.
- B. Installation of Posts - Air-Driven: Line Posts shall be set by air-driving posts to a depth of at least 60 inches into firm, undisturbed, or compacted. Check each post for vertical and top alignment. Core pavement to receive air-driven posts and caulk annular space after setting post.
- C. Installation of Posts - Concrete Footings: Holes for corner, end, pull, and gate post footings shall be drilled only in firm, undisturbed or compacted soil. Footing hole depth shall be approximately 6 inches deeper than post bottom. Place concrete around posts in a continuous pour and tamp for consolidation. Check each post for vertical and top alignment.
- D. Installation of Post Bracing Assembly: Brace terminal posts with a brace rail and tension wire. Extend brace rail from each terminal post to first adjacent line post. Securely fasten braces to posts with heavy pressed steel connections, then truss from line post back to terminal post with 3/8-inch diameter truss rod complete with tightening unit. Install tension wires before stretching fabric.

- E. Installation of Chain Link Fabric: Install fabric on tennis court side of fence and anchor to framework so that fabric remains in tension after pulling force is released. Attachment of fabric to terminal posts shall be made with minimum 1/4-inch by 3/4-inch tension bar and 12 gauge by 1-inch wide clamps using minimum 3/8-inch diameter carriage bolts. Attachment of fabric to line posts shall be made with 6 gauge wire clips spaced 12 inches on center. Attachment of fabric to top and bottom rails shall be made with 9 gauge wires spaced 12 inches on center.
- F. Installation of Gates: Gates shall be plumb in the closed position having a bottom clearance of 1.5 in. grade permitting. Hinge and latch offset opening space shall be no greater than 3 in. in the closed position.

3.3 CLEANING AND PROTECTION

- A. Site shall be cleared of excess spillage of concrete and cut wires and post hole excavation scattered uniformly away from posts.
- B. Tamp pavement surrounding posts to proper grade and level. Refer to Item 3.02.B for caulking of air-driven posts.

END OF SECTION 32 31 13

SUPPLEMENTAL SPECIFICATIONS

DIVISION SB Special Provisions starts here

INDEX TO DIVISION SB

DIVISION SB

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Referenced Specifications:

The provisions of the 2015 edition of the Iowa Department of Transportation's (Iowa DOT) Standard Specifications for Highway and Bridge, henceforth referred to as the 'Spec', apply to this project.

SB-1 PRE-FABRICATED STEEL TRUSS PEDESTRIAN BRIDGE

1.01 DESCRIPTION

- A.** These specifications are for an engineered truss bridge of welded steel construction and are minimum standards for design and construction.
- B.** Install an engineered truss bridge of welded steel construction manufactured by a company on the approved manufacturer's list in Materials I.M. 557, Appendix D.

1.02 DESIGN AND MATERIALS

A. Design

1. Designer Qualifications

- a.** No less than 5 years experience in design and fabrication of engineered bridge trusses. In addition, provide information regarding similar projects that were previously completed, including references.
- b.** Professional Engineer licensed in the State of Iowa.

2. Design Loads and Related Requirements

- a.** Load and Resistance Factor Design according to the "LRFD Guide Specification for the Design of Pedestrian Bridges, 2nd Edition" adopted by AASHTO.
- b. Vertical Loads**
 - Live load: 90 pounds per square foot applied to the complete width of the deck area shown in the contract documents. 10,000 pounds for a modified vehicular load with varying axle weights and lengths.
 - Concentrated load: 1000 pounds applied over a square area measuring 4 inches per side.
 - Uplift wind load: 20 pounds per square foot applied over the full deck width as shown in the contract documents, applied at the windward quarter point of the deck width.
- c. Horizontal Loads**
 - Horizontal wind load: As per the LRFD Guide Specifications, with a minimum of 30 pounds per square foot applied to the entire truss as if fully enclosed.
 - Seismic and loads combinations: applied according to the AASHTO Specifications for Highway Bridges noted in this specification.
- d.** Bridge camber to match the profile specified in the contract documents. Camber to offset full dead load deflections.
- e.** Bridge designed for expansion and contraction with a temperature range of -25°F to 125°F.
- f.** Teflon or other approved slip pads placed between the bearing and setting plates provided by the bridge manufacturer. At least 1 inch clearance provided between the

bridges and the abutments.

- g. Welded Tubular Connection Design: according to the Structural Welding Code from ANSI/AWS D1.1, Chapter 10 Tubular Structures.
- h. Shop Drawings (Manufacturer's standard schematic drawings and diagrams):
 - 1) Unique drawings prepared to illustrate the specific portion of the project.
 - 2) All relative design information such as member sizes, bridge reactions, and general notes clearly specified.
 - 3) Accurately prepared to be complete in every respect. Include cross referenced details and sheet numbers. Signed and sealed by a Professional Engineer licensed in the State of Iowa.
 - 4) Submit shop drawings according to Article 1105.03 of the Standard Specifications.
- i. Maximum vertical deflections due to unfactored pedestrian loading not to exceed $L/360$. Maximum horizontal deflection due to unfactored wind load not to exceed $L/360$.
- j. If intermediate piers are required for the bridge over a railroad, a minimum 25 foot horizontal and vertical clearance, or a distance as specified elsewhere in the contract documents, from the track is required.

3. Geometry

- a. Low profile half through truss design.
- b. Provide one diagonal per panel. Chords, diagonals, verticals, and bracing shall be tube steel.

4. Railings and Accessories

- a. All railings:
 - Located on the inside surface of the trusses.
 - Smooth inside surface with no protrusions or depressions.
- b. Minimum railing height of 48 inches above the deck with additional bicycle rub rail at a height of 42 inches above the deck, according to AASHTO LRFD.
- c. Safety railings: a maximum opening of 4 inches. All ends of tubes or angles welded and ground smooth.
- d. Cover plates: Provide plates to cover expansion gaps at the bridge ends. At Abutments, cover plates shall fit tightly to the top of backwall without any bridge weight bearing on the backwall. Consider joint size to determine the plate thickness.

5. Bearing System

Bearing systems and anchor bolts shall be designed by the manufacturer to resist the vertical and horizontal loading specified, and to provide structural continuity of the superstructure with the substructure. One bridge end shall be fixed and the other shall allow movement under thermal expansion and contraction.

B. Materials

1. Structural Thickness

- Structural tubing: minimum material thickness of 1/4 inch.
- All other structural members: minimum material thickness of at least 5/16 inch except the

web thickness of rolled beams or channel shall not be less than 1/4 inch. Railing members are not subject to minimum thickness requirements.

2. Unpainted Bridges

- Unpainted and fabricated from high strength weathering steel.
- All fabrications produced from high strength, low alloy, atmospheric corrosion resistant ASTM A 606 or ASTM A 242 plate and structural shapes.
- Minimum yield (Fy) greater than 50,000 psi.

3. Field Splices

- Bolted with high strength bolts according to ASTM A 325.
- Type 3 bolts are required for Weathering Steel bridges, according to ASTM A 325 or A 490.
- Field connection bolts tightened by the “turn-of-nut method” to obtain proper torque. See Article 2408.03, S, 5, b and 2408.03, S, c of the Standard Specifications.

4. Welding

- Materials: according to AWS.
- Welders: certified according to AWS D1.1.

5. Railings and Accessories

- Railings (except rub rail): fabricated from steel.
- Rub rail: fabricated from 2 inch by 8 inch treated wood.
- Safety rail: use 1” by 1” tube steel.

6. Toe Plates

Toe plates are required. Use a 6 inch by 5/16 inch plate located 2 inches above the floor decks.

7. Anchor Bolts.

Use anchor bolts meeting the requirements of Article 2405.03, H, 1 of the Standard Specifications.

- a. Anchors shall be set in drilled holes, installed with a chemical adhesive system, except that they may be preset in concrete when design forces require.
- b. Number, diameter, and locations of anchors shall be designed by the bridge manufacturer.
- c. Anchors shall conform to ASTM F 1554.

1.03 CONSTRUCTION.

A. Fabrication

Ensure quality, fabrication, and shop connections comply with AASHTO Specifications for Highway Bridges noted in this specification.

B. Welding

1. Welds

- Comply with Article 2408.03, B of the Standard Specifications.
- Use E70 or E80 series electrodes that have the same weathering characteristics as corrosion-resistance steel, or the gas metal arc welding process (Short Circuiting Transfer) with Carbon Dioxide/Argon shielding gas with ER80-D2 filler material conforming to AWS A5.28.

2. Welding Operators

Properly accredited experienced operators, each of whom must:

- Submit satisfactory evidence of experience and skill in welding structural steel with the kind of welding to be used in the project, and
- Have demonstrated the ability to make uniform good welds meeting the size and type of weld required.

C. Quality Assurance

The Manufacturer pays all costs associated with the following inspection requirements for fabrication and finishes:

1. Welded tubular connections qualified per AWS D1.1-2010 using GMAW.
2. All welds to be visually inspected.
3. Base material certifications to be supplied by the material suppliers.

D. Weld Testing

Have nondestructive testing performed by an independent agency. The manufacturer pays for nondestructive weld testing.

1. Ten percent of all welds are to be magnetic particle tested.
2. Ultrasonic testing is to be performed on all top and bottom chords, full penetration welds.

E. Finishes

Sandblast unpainted weathering steel bridges according to SSPC Surface Preparation Specification No. 6.

F. Delivery and Erection

1. Manufacturer's Responsibilities

- Deliver the bridge by truck to a location nearest to the site accessible by roadways.
- Notify the Contractor in advance of the expected arrival time.
- Provide the Contractor information regarding delays after the truck departs the plant, such as inclement weather, delays in permits, rerouting by public agencies, or other circumstances, as soon as possible.
- Advise the Contractor of the actual lifting weights, attachment points, and all other pertinent information needed to install the bridge.

2. Contractor's Responsibilities

- Provide proper lifting equipment.
- Unload the bridge from the truck at the time of arrival.
- Splice and bolt the components.

SB-2 CONCRETE STRUCTURES

SB-2.1 Architectural Concrete Texture (Ashlar Stone)

A. Description of Work

This work consists of constructing special textured surfaces on all areas designated in the plans.

The work shall be performed in accordance with the applicable provisions of Iowa DOT spec. 2406, the Plans, and the following:

B. General

The form pattern shall be integral with the concrete to the dimensions shown in the Plans and on the approved submittal.

Concrete textures shall match the general appearance and characteristics indicated in the plans and the Owner-provided images below labeled “Ashlar Stone” on the Bridge & Retaining Wall in Marshalltown, IA. Ashlar Stone block size dimensions shall be irregular but generally 3-8” high, and 6-16” wide. The texture relief shall be generally around 1”. Maximum depth of relief shall be 2 inches from the Front Face of Abutment.



Ashlar Stone on Stone Chimney (Riverview Park, Marshalltown, IA)

Test panels, as specified later in this section, are required for acceptance of texture and color finish.

C. Materials

Textured concrete surfaces may be formed by using a commercial form liner system or through the use of batten strips attached to the forms. The concrete surface shall be formed using a system capable of withstanding anticipated concrete pour pressures without leakage or causing physical defects. The forming system shall attach easily to forms and be removable without causing concrete surface damage. The forms shall be designed to form surfaces conforming to the design intent including the shape, lines, and dimensions described herein and in the plans. Match pattern features at form joints to minimize visible pattern repeats and make the formed concrete surface appear uniform and continuous without visible seams and form marks. When joints are unavoidable, make joints along main features of the pattern.

Form liners shall produce the textured effect of a highly realistic, random stone masonry surface. Simulated stones should exhibit the rough, natural finish of real stone laid in place with hand tooled mortar joints. Surfaces having a smooth, slick or shiny surface will be rejected. Individual stones shall be formed with crisp, sharp edges and a rough, natural relief to the shape and dimensions described herein and shown on approved shop drawings.

1. Manufacturers

Subject to compliance with requirements, provide form liner materials from the following manufacturers:

- a. Custom Rock Formliner
- b. Milestones, Inc.
- c. Scott System, Inc.
- d. Fitzgerald Formliners
- e. Other approved manufacturers

2. Form ties

Form ties shall be made of non-corrosive materials when the portion permanently embedded in the concrete is less than 1-1/2 inches from the finished surface.

3. Form release agents

Form release agents shall be fully compatible with the form material and the special surface finish to be applied to the textured surfaces.

D. Contractor Qualification and Documentation

Within 60 calendar days of execution and approval of the Contract, the Contractor shall submit the following to the Engineer for approval:

1. Product data

Product data including manufacturer's technical information and use instructions for form placement and release.

2. Form ties

Samples of form ties that will be permanently embedded in the concrete.

3. Qualification data

Qualification and documentation for firms and persons specified below to demonstrate their capabilities and experience. Include a list of completed projects with project names, addresses, names of architects, engineers and owners, plus any other pertinent information.

a. **Manufacturer's Qualifications**

The form manufacturer must have five years minimum experience making forms used to create formed concrete surfaces matching the pattern noted above.

b. **Installer Qualifications**

The form installer shall have had a minimum of five consecutive years of experience in textured formed concrete construction.

4. Shop Drawings

Shop drawings indicating form layout and termination details. Indicate backup, rustication, reveal and chamfer strip locations. Include jointing, form tie location, pattern placement, pattern match details, and end, edge and other special conditions. Indicate tolerances and procedures of installation and separation.

E. Quality Assurance

1. Test Panel Mock-ups

Construct test panel mock-ups of textured formed surfaces of the approved Architectural Concrete Texture for quality control comparison of surface texture and pattern characteristics between the approved sample mock-up and the actual work as it is installed. The test panel mock-ups shall be constructed using urethane foam or other suitable lightweight material to produce a surface that simulates that produced when casting concrete. The test panel mock-ups shall be a minimum of 3 inches thick, 5 feet wide and 3 feet high. They must be lightweight and easily moved or transported by one person.

2. Test Panel

Upon approval of the test panel mock-up, concrete test panels shall also be constructed. At a minimum, the concrete test panels shall be the same size as the test panel mock-ups. Materials used in the construction of the concrete test panels shall comply with the applicable requirements of 2406 for formwork and concrete. Concrete mix for the concrete test panels shall be Class C. The forms used for the concrete test panels shall produce the same pattern that is intended for use on the structures. Cast un-reinforced panels vertically simulating as many phases of the actual construction as possible. Additional concrete test panels will be required if results of the initial test panel do not meet the requirements of these special provisions. The concrete test panel may also be used as a finished surface for approval of the Architectural Surface Finish (Multi Color) as specified in these special provisions.

Following completion of the structure, remove and dispose of the test panels.

F. Requirements for Construction

Match pattern features at form joints to make the formed concrete surface appear uniform and continuous without grout leakage at the joints. When concrete vertical construction joints are required, place form joints in the valley of the grooves, or as approved by the Engineer. Following removal of forms, finish minor defects to blend with the balance of the pattern surface texture. Filling of “bug holes” or other similar deformities in the texture surface that are 1/2 inch or less in diameter or depth is not required. No visible vertical and horizontal seams or conspicuous form marks created by butt-joining forms will be allowed. Where it is not possible to locate a vertical groove at a construction joint, the concrete surface shall be finished to reduce visibility of the construction joints.

Strip formwork in accordance with the form manufacturer's recommendations to avoid concrete surface deterioration or weakness planes in the substrate. Finish form tie holes using approved patching materials.

All conventionally formed concrete surfaces receiving architectural concrete texture shall be water blasted to break the surface film and to remove all laitance detrimental to the finish coating system performance. Sandblasting will not be allowed for cleaning concrete surfaces, as it will reduce the architectural concrete texture specified in this Special Provision. Pressure washing with water at a pressure of 3000 psi at a rate of 3 to 4 gallons per minute using a fan nozzle held perpendicular to the surface at a distance of one to two feet shall be used.

Clean and repair surfaces of forms to be reused. Split, frayed, delaminated or otherwise damaged form material will not be acceptable for exposed surfaces. Forms shall be cleaned and free of concrete buildup prior to each pour. Do not use “patched” forms for exposed concrete surfaces unless acceptable to the engineer.

SB-2.2 Architectural Surface Finish (Multi Color)

A. Description of Work

This work consists of applying an architectural surface finish to all exposed concrete surfaces of the Architectural Concrete Texture.

B. General

Architectural Surface Finish (Multi Color) shall be a multi-colored stain application. The color shall match the Stone Chimney feature located at the Log Cabin in Riverview Park in Marshalltown, IA. The simulated stone formed concrete surfaces shall be stained in the full color range of the desired feature as shown in SB-2.1.

The surface coloring for the Architectural Surface Finish (Multi Color) described above shall be performed using approved stains or paint systems applied in a manner consistent with the aesthetic design requirements of the Project.

For Architectural Surface Finish (Multi Color), the color shall be provided by a multi-coat stain application emulating the full color range of the natural stone referenced above, including subtle color variations, mineral oxidation and staining. The desired finish color effect shall be achieved through the application of a base coat and then either applying one color over another or intermixing several colors of stain. Highlight coloration shall be by hand staining or other suitable antiquing methods. A **minimum** of five stain colors will be required.

Cork joints shown in the Plans shall be finished to visually continue the pattern across the joint uninterrupted. A sample of the colored cork for approval shall be included in the concrete test panel described in SB-2.1.

Color samples will be developed by the Contractor using the test panel mock-ups described in SB-2.1 and the color information contained herein. Colors shall be derived from real rock samples of the natural stone provided by the Contractor. These color samples shall remain the property of the Department.

C. Materials

Stain shall be a 100 percent acrylic; water-repellant, semi-opaque, tinted emulsion sealer designed for concrete and masonry surfaces. Acceptable products shall allow moisture and vapor transmission, be formulated for exterior application with resistance to freeze/thaw, moisture, alkali, acid and mildew, mold or fungus, discoloration or degradation and meet the following requirements:

1. Physical or performance properties

- Volume Solids: 29-31 percent (Calculated Lab Value)
- Weight Solids: 44-46 percent (Calculated Lab Value)
- Viscosity: 65-85 KU (Calculated Lab Value)
- Accelerated Weathering: 1,000 Hours Minimum (ASTM G-26)

2. Color Pigments

Color pigments for tinted products shall be derived from synthetic mineral oxides.

3. Manufacturers

Subject to compliance with requirements, provide colored concrete finishing products from one of the following manufacturers:

- a. CHEMREX
- b. The Euclid Chemical Company
- c. The Sherwin-Williams Company
- d. TK Products
- e. Other approved manufacturers

To the greatest practical extent, all concrete finishing products shall be obtained from a single source.

All materials shall be furnished, prepared, applied, cured and stored according to the product manufacturer's directions and as specified herein. Special attention shall be given to the recommended temperature range for application.

D. Contractor Qualifications and Documentation

Within 60 calendar days of execution and approval of the Contract, the Contractor shall submit the following to the Engineer for approval:

1. Product data

Product data including manufacturer's technical information, label analysis, and application instructions for each material proposed for use.

2. Lab reports

Laboratory test reports showing that materials proposed for use meet physical or performance property requirements.

3. Sample

1 foot X 1 foot square samples of the Architectural Surface Finish (Multi Color) to be used on the textured surface patterns. Final color selections will be based upon completion of the test panel specified below.

4. Qualification Data

Qualification and documentation for firms and persons specified below to demonstrate their capabilities and experience finishing simulated stone masonry textured concrete. Include a list of completed projects with project names, addresses, names of architects, engineers and owners, plus any other pertinent information.

- a. Applicator Qualifications

The applicator must have five years minimum experience finishing simulated stone masonry textured concrete matching the color range noted above.

E. Quality Assurance

The Contractor shall demonstrate his workmanship by completely finishing the concrete test panel, described in SB-5.6, using approved concrete stain products, materials, methods, workmanship, and the specified surface preparation method. Test panels shall be considered incidental to the work and no direct compensation will be made therefore. **At least 3 variations of final 'Sandstone' color in varying shades shall be created for selection by Owner prior to approval.**

Approved test panels will be used for quality control comparison of color characteristics between the approved test panels and the actual work as it is completed. The Contractor and/or his agents shall be responsible for maintaining these panels at individual work sites while the work is in progress for this purpose.

F. Requirements for Application

The concrete to which the architectural surface finish is to be applied must be a minimum of 28 days old or as recommended by manufacturer. Following removal of forms, all exposed textured concrete surfaces shall receive an ordinary surface finish in accordance with Iowa DOT 2403.03 prior to the surface preparation described below. Minor defects shall be finished to blend with the balance of the textured surfaces. On heavily textured surfaces (i.e. ashlar stone, cut stone, fractured granite, etc.) only minor defects greater than 1/2" in diameter shall be finished to blend with the balance of the textured surface. The Contractor shall make every effort to match the surface texture of patched surfaces with the surrounding textured surface. Visible vertical or horizontal seams or conspicuous form marks shall be repaired to the satisfaction of the Engineer and at the Contractor's expense.

All formed concrete surfaces to receive Architectural Surface Finish (Multi Color) shall be water-blasted with clean water to break the surface film and to remove all laitance detrimental to the color system performance. Pressure washing must occur not more than 24 hours before commencing with the finishing. Sandblasting will not be allowed for cleaning concrete surfaces, as it will reduce the architectural surface treatment texture. Pressure washing with water at a pressure of 3000 pounds per square inch at a rate of 3 to 4 gallons per minute using a fan nozzle held perpendicular to the surface at a distance of 12 inches to 24 inches shall be used.

The finish color effect for the bridges and structures involves an application of a base coat, uniformly applied over the entire textured surface (both individual stones and joints between stones). Subsequent coats are applied by placing one color over another or by intermixing several colors to achieve the characteristics of the approved sample panel. The base color application shall meet the requirements of the product manufacturer for both thickness and coverage. Stain products used to complete the work shall not be diluted with water or other solvents in any way.

SB-2.3 Special Surface Finish of Concrete Surfaces

1. Exposed concrete surfaces receiving a textured surface finish

Spray apply a textured SSF II (see APL) on the exposed concrete surfaces as designated below for the Bridge and Retaining Walls. Apply the SSF II coating at a rate as defined on the

Approved Products List (APL) in a uniform texture and color appearance. Back-roll the spray applied coating, if required by the Engineer.

- Exposed smooth concrete faces (ie, copings, top and back faces of abutments, wingwalls, and retaining walls, etc.)
- Do **not** apply to formliner textured surfaces (those shall receive Architectural Surface Finish)

Provide a finish color for all SSF II matching **AMS-STD-595A Color No. 30372 (Gray)**.
Provide paint free of toxic metals and toxic pigments. Provide a "matte" finish for all colors.

SB-2.4 Protection Against Cold Weather

Provide insulated forms, insulation, or heating and housing facilities to maintain a concrete surface and projecting reinforcing temperature of between 60°F and 120°F during the curing period. The Engineer may allow the concrete surface temperature of between 50°F and 120°F for concrete with strengths equal to or greater than 75 percent of the required compressive strength but not less than 4,000 psi.

All other requirements from the Iowa DOT specifications for curing, unless superseded by this section, apply to construction.

SB-3 METAL RAILING

The provisions of 2414, "Railings," are supplemented as follows:

SB-3.1

Fabricator shall supply QA/QC documentation to the Engineer and Metal Railing Installer verifying that all fabricated railing components are within the necessary tolerances for proper fit up and installation of the railing, including measurements between railing base plates that indicate that the as fabricated base plate hole locations are within $\frac{1}{8}$ inch of the specified plan dimensions, based on the plan specified rail post spacing.

SB-3.2 *Add section 2414.02.B.4, "Coating Requirements":*

Apply powder coating systems to the metal railing in accordance with applicable provisions of SB-5, "Powder Coating," and associated special provisions. The finish color is defined in the special provisions for SB-5.

SB-3.3 *Add section 2414.03.B.4, "Anchorage Requirements":*

Furnish and install a threaded rod anchorage system of the type, shape, and size specified in the Plan. The installation method, cast-in-place or adhesive, is specified in the Plan.

Ensure bolt heads and/or nuts are in contact with the adjacent surface and torqued to

- $\frac{1}{2}$ -inch diameter = 30 ft pounds
- $\frac{5}{8}$ -inch diameter = 60 ft pounds
- $\frac{3}{4}$ -inch diameter and larger = 80 ft pounds

unless a different torque is recommended by the manufacturer or the Plan.

A. Cast-in-place anchorages

Provide the Engineer with a QA/QC plan that will be used to ensure that the cast-in-place anchorages are installed in the correct location using templates or other means ensuring that the exposed threads of the anchorages will not be damaged or contaminated and that the anchorages will not be displaced or allowed to move during concrete placement.

If cast-in-place anchorages have been installed in the forms, but prior to placing the barrier concrete, the Contractor shall provide written documentation verifying that all of the anchorages are within the necessary tolerances to place the tubular railing without modifying the railing base plate configuration.

B. Adhesive anchorages

Refer to SB-4, "Threaded Rod Anchorages".

SB-3.4 Add the following to section 2414.03.E.2, "Installation":

SPECIAL ALERT: All hardware, fasteners, anchorage nut, washer, and threaded rod stick out, used to install metal railings in the field will not be required to be field coated after installation.

Adjust the steel posts to obtain the grade and alignment as shown in the plans using the following method:

Shim the steel posts with galvanized steel shims or washers to the proper grade and alignment, not to exceed $\frac{1}{4}$ inch of shim height. Before attaching the nuts, **coat the entire surface between the base plate and concrete rail with an approved Silicone Joint Sealant**. Tighten the anchor rod nuts and neatly smooth the caulk around the perimeter of the rail post base plate.



Ground all metal railings. Note that any powder-coating or wet-paint coating, will create a break in electrical continuity. Install all electrical grounding in accordance with the applicable provisions of the National Electrical Code. Clamp or braise the ground wires to the grounding device, then practicably route and attach to the nearest rail by clamping, brazing, or any other approved means that will provide a permanent positive connection. If rail has non-continuous sections, use a #6 AWG solid copper wire to connect adjacent railing panels.

If the structure does not include exposed electrical equipment, then ground the rails at points directly below or adjacent to the railing at all corners. Ensure the grounding system consists of a #6 AWG solid copper wire connected to the railing which in turn is connected to a copper coated steel rod having a nominal diameter of $\frac{5}{8}$ inch or more and a minimum length of 8 feet installed to an elevation approximately flush with the ground surface.

If the structure includes exposed electrical equipment, such as roadway lighting, traffic signals, variable message signs, surveillance cameras, or ramp metering, then bond the railing grounding system to the exposed electrical equipment grounding system. Refer to the electrical plans and electrical special provisions for details regarding bonding multiple electrical grounding systems.

SB-4 THREADED ROD ANCHORAGES

The Contractor may substitute cast-in-place anchorages for adhesive anchorages. Prior to any substitution, the Contractor must:

- Establish a written procedure for the accurate placement of anchorages which will allow for easy installation of attachment and submit to the Engineer;
- Provide a design and specifications for an anchorage system of comparable or better strength and durability than the specified system and is compatible with the components of the attachment;
- Obtain written approval from the Engineer for the substitution; and
- Obtain written approval from the Engineer of Record for the substitution.

Proof loading of anchorages is waived for cast-in-place anchorages.

DO NOT substitute adhesive anchorages for cast-in-place anchorages if cast-in-place anchorages are specified in the plan.

A. Post-Installed Anchorages

Furnish and install a post-installed threaded rod anchorage system of the type, shape and size specified, and its satisfactory placement at the locations indicated in "Table 1 – Anchorage Location and Testing Frequency – Method 1".

Adhesive anchorages consist of a continuously threaded rod secured by an approved adhesive, as per the plan.

Adhesive anchorage installers must hold current ACI Adhesive Anchor Installer Certification credentials. Installers are required to check depth, diameter and condition of the drilled hole, clean the hole, and install the anchorage per the Manufacturer's Printed Installation Instructions (MPII). Record the name(s) of all certified installers.

Prior to installation coordinate a Pre-installation meeting. Include the Engineer, Inspectors, and Installers in the meeting to review the installation process and requirements. At the Pre-installation meeting, submit the following to the Engineer:

- RECORD OF CONTRACTOR/INSTALLER ACI CERTIFICATION form with a copy of each installer's ACI Adhesive Anchor Installer Certification card;
- A copy of the Independent Third Party Inspector's ACI Adhesive Anchor Inspector Certification card;
- Printed copy of the MPII; and
- Verification that the adhesive has an uncracked characteristic bond strength as specified in the plan.

Furnish only one of the systems from the approved list below. Verify that the adhesive has an uncracked characteristic bond strength as specified in the plan.

Meet the following conditions prior to installation and testing:

- Concrete is greater than 14 days old;
- Concrete surface is free of water prior to drilling;
- The hole is dry, as defined below; and
- Any additional requirements listed in the Manufacturer's Printed Installation Instructions.

A dry hole is defined as: *a hole with no water present within the hole*. If the hole is filled with water, partially filled with water, or water entered the hole during drilling, blow out the water using compressed air and allow a minimum of 24 hours dry-out time before cleaning the hole and installing the anchorage.

Install all anchors as specified by the MPII. Install in sound concrete to a depth equal to the minimum depth specified in the plan or as specified by the manufacturer, whichever is greater.

It is essential that the adhesive material completely fill the hole in the concrete for proper anchorage performance. Ensure that the hole is completely filled to the top of the concrete surface in which the anchorage is installed. Do not permit the adhesive to overtop the concrete surface in a way that will interfere with the placement of the elements.

Approved/Qualified Products:

- | | |
|----------------------------|-----------------------------|
| • Red Head A7+ | ITW CCNA |
| • Red Head G5+ | ITW CCNA |
| • Red Head C6+ | ITW CCNA |
| • Pure 50+ | DEWALT |
| • Pure 110+ | DEWALT |
| • AC100+ Gold | DEWALT |
| • Hilti HIT-HY 100 | Hilti |
| • Hilti HIT-HY 200 V3 | Hilti |
| • ACR-28 Sure-Set | Aerosmith Fastening Systems |
| • AC200+ | DEWALT |
| • RE-500v3 | Hilti |
| • ULTRABOND HYB-2CC | Adhesive Technology Corp |
| • Ultrabond HS-1CC | ATC |
| • Simpson Strong-Tie AT-3G | Simpson |
| • Approved equivalent | |

A1. Testing of Post-installed Anchorages

Perform all testing by an independent third party testing agency. Testing agent must have current ACI Adhesive Anchor Inspector Certification credentials.

Verify the anchor strength and installation procedures by proof testing anchorages in accordance with this specification. Perform all testing in accordance with ASTM E488, *Standard Test Methods for Strength of Anchors in Concrete Elements*. Set up the tension testing device such that no portion of the

device bears on the concrete surface within a distance equal to one and a half times the anchorage embedment depth. Test anchorages to not less than the required proof load as provided in the plan (if no anchor proof load is provided in the plan, contact the Engineer). Consider an anchorage to pass proof load testing if it can sustain the proof load for a minimum of 60 seconds prior to release of tension load. Failure criteria of an anchorage test is defined in ASTM E488.

Ensure that nothing interferes with the testing apparatus during the proof test. Do not perform any caulk prior to testing.

Verify the anchor strength and installation procedure using one of the two following methods:

1. Demonstrate the anchorage system at the first site of field installation. Five passing demonstrations are required to be able to move to the remaining production anchorage installations. Include a proof test in each demonstration installation. Failure of a proof test will require a modification of installation procedures or use of a different anchorage system and an additional five demonstrations of the modified or substituted system. Demonstration anchorages may be used as production anchorages, however, when using anchorages to attach ornamental metal railing or chain link fencing, no more than one demonstration may occur at any given post location. The Contractor assumes all liability for repairs that may need to be performed as a result of a failed test. Record all demonstration results and furnish the original of the completed form to the Engineer.
2. Install all production anchorages.

Notify the Engineer immediately after any failure. Provide a non-conformance anchorage replacement plan, to be accepted by the Engineer. Once accepted by the Engineer:

- Remove all anchorages that fail the field test without damage to the surrounding concrete;
- Redrill holes to remove adhesive bonding material;
- Install replacement anchorages in accordance with the MP11; and,
- Test anchors using an approved method.

Perform replacement of failed anchorages to the satisfaction of the Engineer and at no cost to the Department.

•

SB-5 POWDER COATING

The provisions of 2508, “Removal of Paint and Painting Steel Bridge Structures,” are supplemented with the following:

The color of the ornamental metal railing finish coat shall be a ‘Dark Reddish Brown’ matching the appearance of aged weathering steel and have a semi-matte or matte finish. The Contractor shall submit a color swatch/sample of at least 3 different shades of ‘Dark Reddish Brown’ to the Owner for approval prior to painting.

SP-02 SECTION 9030 – PLANT MATERIAL AND PLANTING SPECIAL PROVISIONS

*This special provision amends Section 9030 as it pertains to the following bid items:

- Deciduous Shrubs
- Ornamental Trees
- Perennial Ground Cover (1 Gal.)
- Deciduous Trees

1.08 Measurement and Payment: Replace with the following.

1. Measurement: Each tree, shrub, groundcover or perennial plant accepted in place will be counted.
2. Payment: Payment will be at the unit price for each tree, shrub, or groundcover perennial plant. Payment will be made according to the following:
 - a. 100% of unit price at initial acceptance (less retainage). Initial acceptance will be determined by Engineer. Plant material shall be thriving, fully maintained and show no signs of stress. Upon substantial completion of entire project, a one-year warranty period will commence. Contractor shall provide one-year warranty certificate with start and finish dates as directed by Engineer. Contractor shall maintain all plant material as necessary, including watering, to ensure healthy, vigorous plant material throughout warranty period.
 - b. At end of one-year warranty period, the Contractor and Engineer will conduct a thorough review of all plant material. Any plant material not thriving shall be replaced with same size, species and quality as originally planted, per contract documents, at no additional cost to the Owner. A one-year warranty period will apply to all replacement plant material.
3. Includes: Unit price includes, but is not limited to, delivery, excavation, installation, watering, backfill, mulching, wrapping, staking or guying, herbicide, maintenance during establishment and warranty periods, and replacements.

2.02 Mulch: Replace with the following.

- A. Finely shredded, double processed hardwood mulch.
- B. Particle sizes ranging from 0.25-0.5 inch diameter and maximum 3 inches in length.
- C. Green or freshly chipped or shredded mulch shall be rejected.
- D. Mulch shall be free of weeds, weed seed, chaff, diseases, or other foreign material.

2.03 Backfill Material: Replace with the following.

- A. Planting backfill shall consist of topsoil, compost amended as indicated on contract documents. See 'K' Sheet Series for amended soil mix design.
- B. Existing on-site soils may not be used as planting backfill.

GOVERNING SPECIFICATIONS

THE 2024 EDITION OF THE "IOWA STATEWIDE URBAN SPECIFICATIONS FOR PUBLIC IMPROVEMENTS" AS SUPPLEMENTED BY THE CITY OF MARSHALLTOWN SUPPLEMENTARY SPECIFICATIONS.

MUTCD 2023 AS ADOPTED BY IOWA DEPARTMENT OF TRANSPORTATION.

ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS AND ORDINANCES WILL BE COMPLIED WITHIN THE CONSTRUCTION OF THIS PROJECT.



NOTE: EXISTING UTILITY INFORMATION SHOWN ON THIS PLAN HAS BEEN PROVIDED BY THE UTILITY OWNER. THE CONTRACTOR SHALL FIELD VERIFY EXACT LOCATIONS PRIOR TO COMMENCING CONSTRUCTION AS REQUIRED BY STATE LAW. NOTIFY IOWA ONE CALL 1-800-292-8989 OR 811

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D UNLESS OTHERWISE NOTED. THIS UTILITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-22, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA."

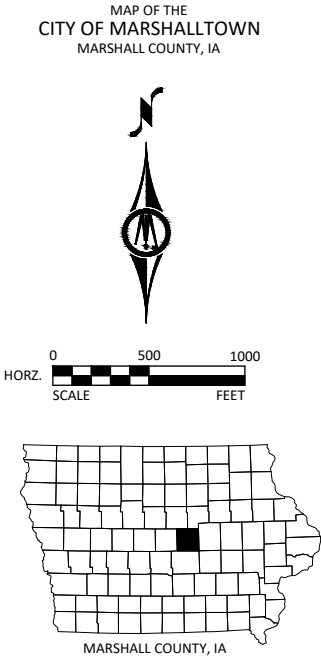
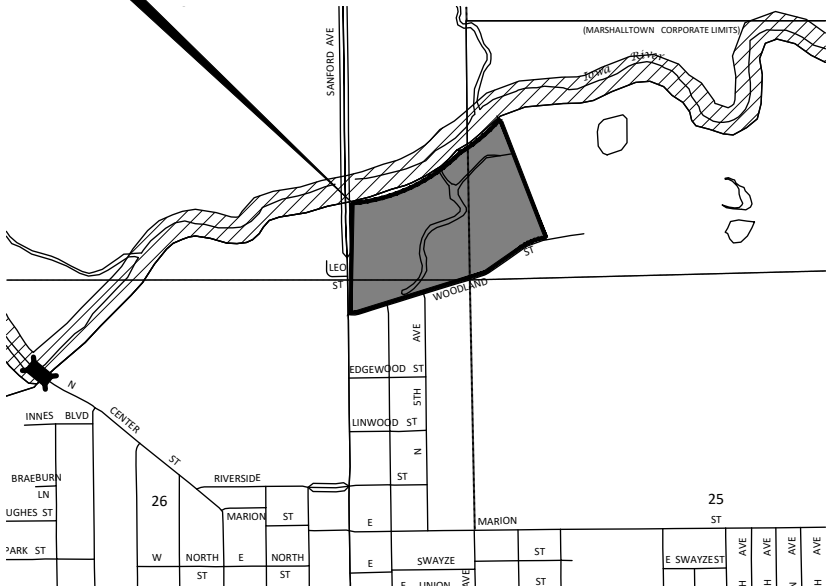
RESOURCE LIST

CITY OF MARSHALLTOWN	UTILITIES
City Hall 24 N Center Street Marshalltown, IA 50158 (641) 754-5701	GAS Alliant Energy Alliant Energy Field Engineer (800) 255-4268
City Administrator: Carol Webb	TELEPHONE Centurylink Sadie Hull (918) 547-0147
Mayor: Joel Greer	LOCAL: Marshalltown Water Works Zach Maxfield (641) 753-7913
City Council Members: Barry Kell Gary Thompson Jeff Schneider Mike Ladehoff Mark Mitchell Greg Nichols Melisa Fonseca	City of Marshalltown Sewer Troy McGahuey (641) 754-5749
City Engineer: Heather Thomas	CABLE / INTERNET Mediacom Curt Hodges (515) 669-3647
Water Pollution Control Superintendent: Bob Ranson (641) 754-5709	Heart of Iowa Ventures Jay Duncan (641) 486-2211
	ELECTRIC City of Marshalltown Heather Thomas (641) 754-5734

PLAN REVISIONS		
DATE	DESCRIPTION	APPROVED BY

CITY OF MARSHALLTOWN
RIVERVIEW PARK PHASE 1
CONSTRUCTION DOCUMENTS - BID SET
SEPTEMBER, 2024

PROJECT LOCATION



SHEET NUMBER	SHEET TITLE
A.01 - A.02	TITLE SHEET, LEGEND
B.01 - B.05	DETAILS
C.01 - C.04	QUANTITIES & NOTES
D.00 - D.05	LAYOUT
E.01 - E.05	GRADING
F.00 - F.05	REMOVALS
G.01	CONTROL POINTS & ALIGNMENTS
J.01	STAGING & TRAFFIC CONTROL
K.01	LANDSCAPE
M.01 - M.02	STORM SEWER
P.01	LIGHTING
R.01 - R.04	EROSION CONTROL
V.01 - V.10	BRIDGE AND WEIR WALL
THIS PLAN SET CONTAINS <u>48</u> SHEETS.	

REVIEWED & APPROVED _____ DATE: _____
PARKS & RECREATION DIRECTOR

	I HEREBY CERTIFY THAT THE PORTION OF THIS TECHNICAL SUBMISSION DESCRIBED BELOW WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND RESPONSIBLE CHARGE. I AM A DULY LICENSED PROFESSIONAL LANDSCAPE ARCHITECT UNDER THE LAWS OF THE STATE OF IOWA. GREGORY A. BROUSSARD, P.E. LICENSE NUMBER: <u>21974</u> DATE: _____ MY LICENSE RENEWAL DATE IS <u>DECEMBER 31, 2025</u> PAGES OR SHEETS COVERED BY THIS SEAL: <u>ALL SHEETS EXCEPT K.01 AND V.01-V.10</u>
	I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA. CASEY BYERS, PLA LICENSE NUMBER: <u>00637</u> DATE: _____ MY LICENSE RENEWAL DATE IS <u>JUNE 30, 2025</u> PAGES OR SHEETS COVERED BY THIS SEAL: <u>K.01</u>
	I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA. Ryan R. Evans, P.E. LICENSE NUMBER: <u>P22539</u> DATE: _____ MY LICENSE RENEWAL DATE IS <u>December 31, 2025</u> PAGES OR SHEETS COVERED BY THIS SEAL: <u>V.01-V.10</u>

PROJECT DATUM: HORIZONTAL: IOWA REGIONAL COORDINATE SYSTEM (IRCS) ZONE 9 VERTICAL: NAD 83	RECORD DRAWING INFORMATION OBSERVER: CONTRACTOR: DATE:
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AMES, IOWA 50010
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Email: Ames@bolton-menk.com
www.bolton-menk.com

DESIGNED	REV	DESCRIPTION	DATE
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CLIENT PROJ. NO.	076.131006		

CITY OF MARSHALLTOWN, IOWA
RIVERVIEW PARK PHASE 1
TITLE SHEET

SHEET
A.01

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EXISTING TOPOGRAPHIC SYMBOLS

	ACCESS GRATE		SATELLITE DISH
	AIR CONDITION UNIT		SIGN TRAFFIC
	ANTENNA		SIGNAL CONTROL CABINET
	AUTO SPRINKLER CONNECTION		SOIL BORING
	BARRICADE PERMANENT		SIREN
	BASKETBALL POST		TELEPHONE BOOTH
	BENCH		TILE INLET
	BIRD FEEDER		TILE OUTLET
	BOLLARD		TILE RISER
	BUSH		TRANSFORMER-ELECTRIC
	CATCH BASIN RECTANGULAR CASTING		TREE-CONIFEROUS
	CATCH BASIN CIRCULAR CASTING		TREE-DEAD
	CURB STOP		TREE-DECIDUOUS
	CLEAN OUT		TREE STUMP
	CULVERT END		TRAFFIC ARM BARRIER
	DRINKING FOUNTAIN		TRAFFIC SIGNAL
	DOWN SPOUT		TRASH CAN
	FILL PIPE		UTILITY MARKER
	FIRE HYDRANT		VALVE
	FLAG POLE		VALVE POST INDICATOR
	FLARED END / APRON		VALVE VAULT
	FUEL PUMP		VAULT
	GRILL		VENT PIPE
	GUY WIRE ANCHOR		WATER SPIGOT
	HANDHOLE		WELL
	HANDICAP SPACE		WETLAND DELINEATED MARKER
	IRRIGATION SPRINKLER HEAD		WETLAND
	IRRIGATION VALVE BOX		WET WELL
	LIFT STATION CONTROL PANEL		YARD HYDRANT
	LIFT STATION		
	LIGHT POLE		
	MAILBOX		
	MANHOLE-COMMUNICATION		
	MANHOLE-ELECTRIC		
	MANHOLE-GAS		
	MANHOLE-HEAT		
	MANHOLE-SANITARY SEWER		
	MANHOLE-STORM SEWER		
	MANHOLE-UTILITY		
	MANHOLE-WATER		
	METER		
	ORDER MICROPHONE		
	PARKING METER		
	PAVEMENT MARKING		
	PEDESTAL-COMMUNICATION		
	PEDESTAL-ELECTRIC		
	PEDESTRIAN PUSH BUTTON		
	PICNIC TABLE		
	POLE-UTILITY		
	POST		
	RAILROAD SIGNAL POLE		
	REGULATION STATION GAS		

PROPOSED TOPOGRAPHIC SYMBOLS

	CLEANOUT
	MANHOLE
	LIFT STATION
	STORM SEWER CIRCULAR CASTING
	STORM SEWER RECTANGULAR CASTING
	STORM SEWER FLARED END / APRON
	STORM SEWER OUTLET STRUCTURE
	STORM SEWER OVERFLOW STRUCTURE
	CURB BOX
	FIRE HYDRANT
	WATER VALVE
	WATER REDUCER
	WATER BEND
	WATER TEE
	WATER CROSS
	WATER SLEEVE
	WATER CAP / PLUG
	RIP RAP
	DRAINAGE FLOW
	TRAFFIC SIGNS
	LIGHT POLE

SURVEY SYMBOLS

	BENCHMARK LOCATION		CAST IRON MONUMENT
	CONTROL POINT		STONE MONUMENT
	MONUMENT FOUND		

EXISTING TOPOGRAPHIC LINES

	RETAINING WALL
	FENCE
	FENCE-DECORATIVE
	GUARD RAIL
	TREE LINE
	BUSH LINE

SURVEY LINES

	CONTROLLED ACCESS
	BOUNDARY
	CENTERLINE
	EXISTING EASEMENT LINE
	PROPOSED EASEMENT LINE
	EXISTING LOT LINE
	PROPOSED LOT LINE
	EXISTING RIGHT-OF-WAY
	PROPOSED RIGHT-OF-WAY
	SETBACK LINE
	SECTION LINE
	QUARTER LINE
	SIXTEENTH LINE
	TEMPORARY EASEMENT

EXISTING UTILITY LINES

	FORCEMAIN
	SANITARY SEWER
	SANITARY SERVICE
	STORM SEWER
	STORM SEWER DRAIN TILE
	WATERMAIN
	WATER SERVICE

PROPOSED UTILITY LINES

	FORCEMAIN
	SANITARY SEWER
	SANITARY SERVICE
	STORM SEWER
	STORM SEWER DRAIN TILE
	WATERMAIN
	WATER SERVICE
	PIPE CASING
	TRENCHLESS PIPE (PLAN VIEW)
	TRENCHLESS PIPE (PROFILE VIEW)

GRADING INFORMATION

	EXISTING CONTOUR MINOR
	EXISTING CONTOUR MAJOR
	PROPOSED CONTOUR MINOR
	PROPOSED CONTOUR MAJOR
	PROPOSED GRADING LIMITS / SLOPE LIMITS
	PROJECT LIMITS
	PROPOSED SPOT ELEVATION
	RISE:RUN (SLOPE)

EXISTING PRIVATE UTILITY LINES

NOTE:
EXISTING UTILITY INFORMATION SHOWN ON THIS PLAN HAS BEEN PROVIDED BY THE UTILITY OWNER. THE CONTRACTOR SHALL FIELD VERIFY EXACT LOCATIONS PRIOR TO COMMENCING CONSTRUCTION AS REQUIRED BY STATE LAW. NOTIFY IOWA ONE CALL - 1-800-292-8989

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D UNLESS OTHERWISE NOTED. THIS UTILITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-22, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA"

	UNDERGROUND FIBER OPTIC
	UNDERGROUND ELECTRIC
	UNDERGROUND GAS
	UNDERGROUND COMMUNICATION
	OVERHEAD ELECTRIC
	OVERHEAD COMMUNICATION
	OVERHEAD UTILITY

UTILITIES IDENTIFIED WITH A QUALITY LEVEL OTHER THAN D:

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

UTILITY QUALITY LEVELS:

LEVEL D - INFORMATION COMES SOLELY FROM EXISTING UTILITY RECORDS.

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

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

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

ABBREVIATIONS

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



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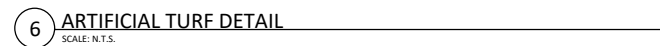
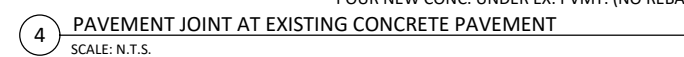
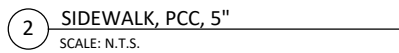
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CLIENT PROJ. NO.	0T6.131006			

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RIVERVIEW PARK PHASE 1

LEGEND SHEET

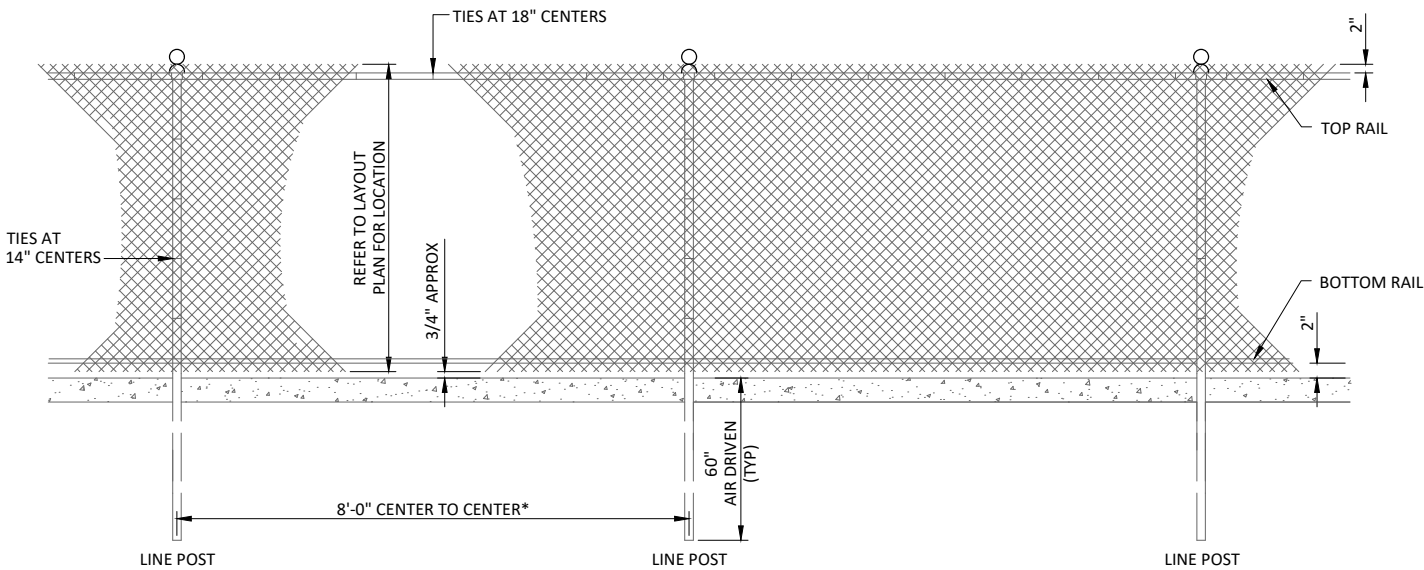
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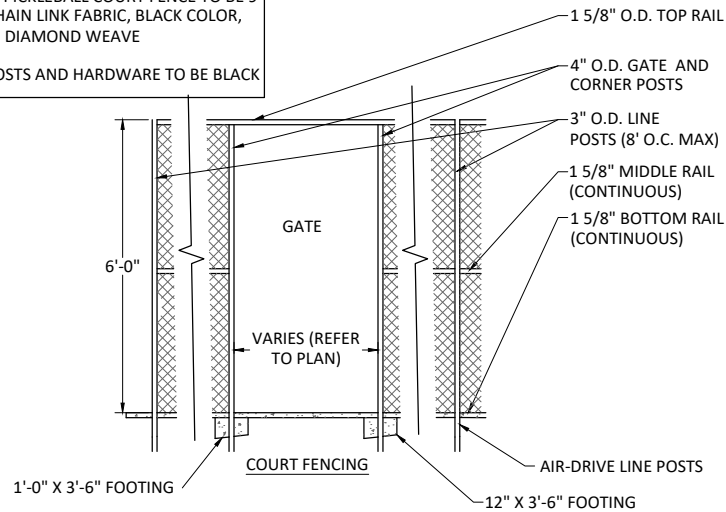
OR APPROVED EQUAL

NOTE:
ALL FENCE FABRIC, POSTS, RAILS, AND HARDWARE SHALL BE
BLACK VINYL COATED WITH A LOW TO MEDIUM GLOSS.

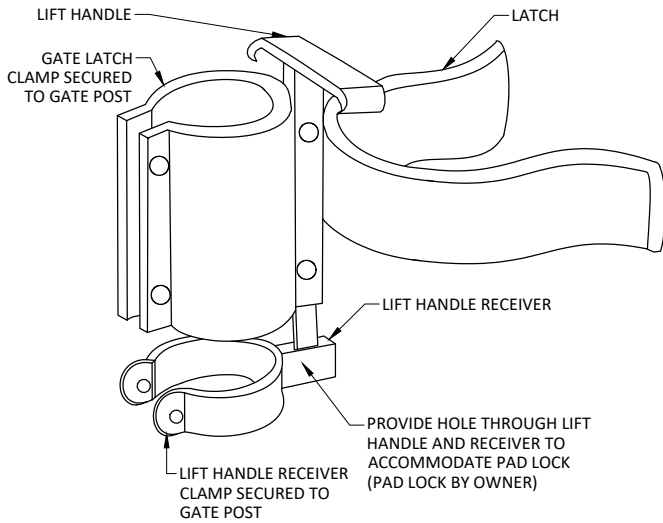


1 CHAIN LINK FENCE DETAIL
SCALE: N.T.S.

NOTE: PICKLEBALL COURT FENCE TO BE 9
GA. CHAIN LINK FABRIC, BLACK COLOR,
1-3/4\"/>

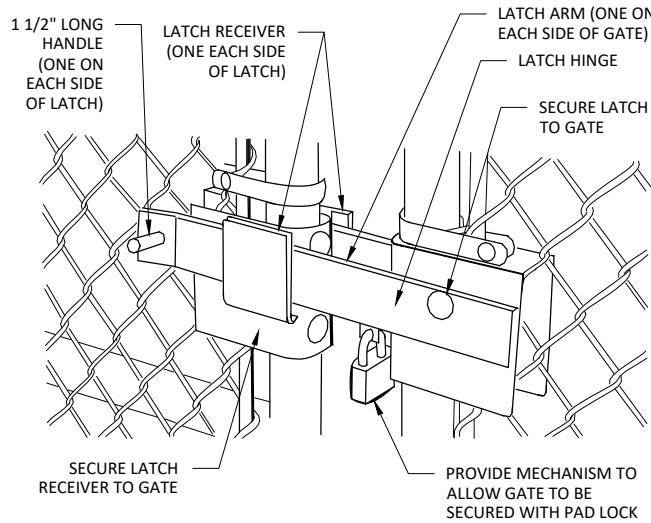


2 COURT FENCING
SCALE: N.T.S.



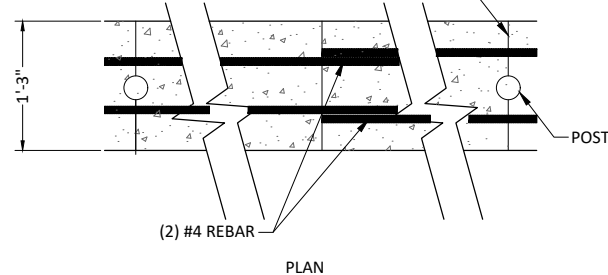
3 GATE LATCH
SCALE: N.T.S.

NOTE: PROVIDE ADEQUATE SPACE BETWEEN GATE POST AND GATE SUCH THAT
GATE IS IN LINE WITH FENCING WHEN FULLY CLOSED AND LATCHED.

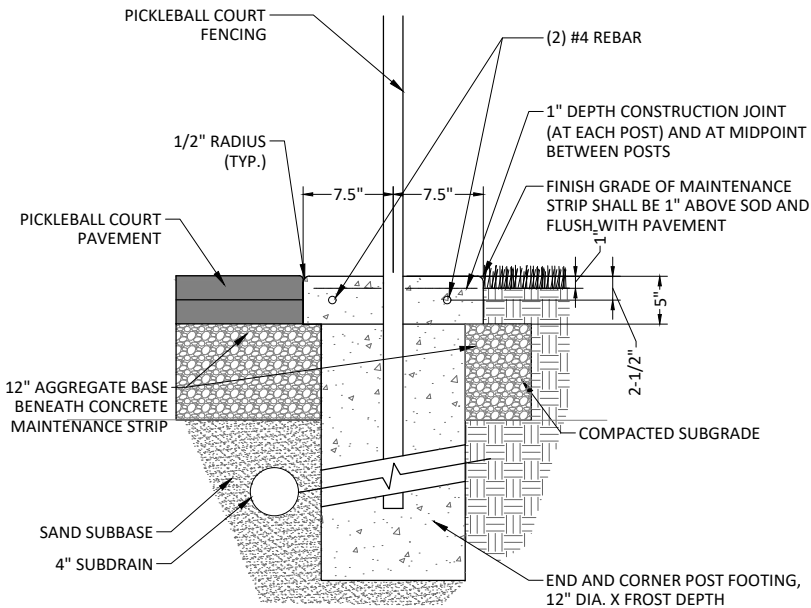


4 DOUBLE SWING GATE LATCH
SCALE: N.T.S.

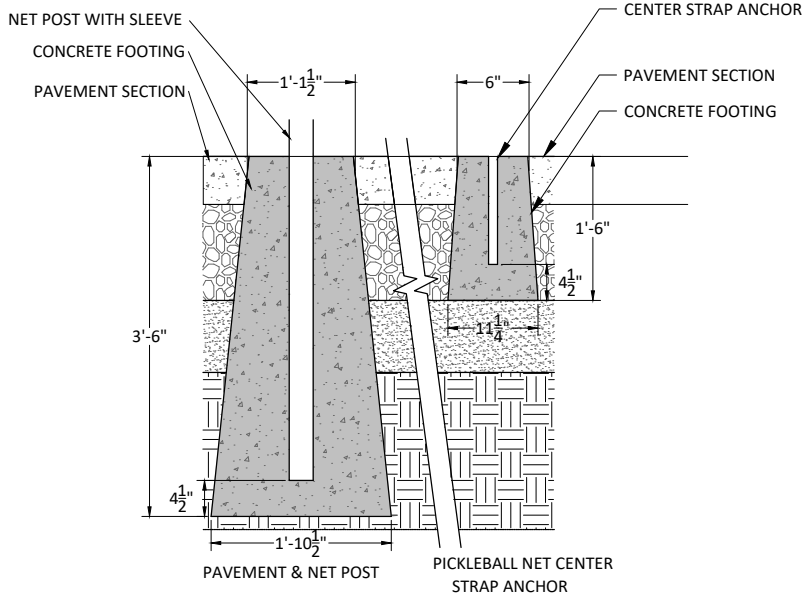
CONSTRUCTION JOINT SHALL BE CUT TO 1"
DEPTH AND SHALL OCCUR AT EACH POST
AND AT MIDPOINT BETWEEN POSTS



5 POST CONSTRUCTION JOINTS
SCALE: N.T.S.



6 PICKLEBALL COURT FENCE POSTS
SCALE: N.T.S.



7 NET POST AND CENTER STRAP ANCHOR
SCALE: N.T.S.

PICKLEBALL PRODUCT NOTES:

- CONTRACTOR TO PROVIDE SHOP DRAWINGS FOR ALL PICKLEBALL ELEMENTS, INCLUDING FENCE, GATE AND POST LAYOUT, FENCE PRODUCTS, PICKLEBALL NET AND POST PRODUCTS, AND PICKLEBALL COURT SURFACING.

CONTACT: DOUGLAS SPORTS, (800) 553-8907
- PICKLEBALL NETS (4):
DOUGLAS JTN-30 QUICKSTART/PICKLEBALL TENNIS NET #20105 OR APPROVED EQUAL

CONTACT: DOUGLAS SPORTS, (800) 553-8907

3.0MM SOLID CORE KNOTTED BRAIDED POLYETHYLENE WITH 285 LB. BREAK STRENGTH
SINGLE PLY VINYL COATED POLYESTER HEADBAND 32 OZ/SQ YD

BLACK VINYL POCKETS WITH FIBERGLASS DOWELS
NET SIZE MEASURES 36" H X 21'-9" L
- PICKLEBALL POSTS (8):
DOUGLAS PREMIER XS-36 PICKLEBALL/QUICKSTART TENNIS POSTS OR APPROVED EQUAL

CONTACT: DOUGLAS SPORTS, (800) 553-8907

2 7/8" O.D. ROUND 8 GAUGE ALLIED'S ZINC FLO-COAT GALVANIZED STEEL

INTERNAL WIND 30:1 SELF LOCKING GEARS

WELDED LACING RODS

DIE-CAST ZINC CAPS AND GEAR HOUSINGS

POLYESTER POWDER COAT FINISH, COLOR BLACK

RECOMMENDED: PVC GROUND SLEEVES, GS-24RD/PVC #63164 OR ALUMINUM GROUND SLEEVES, GS-24RD/AL #63171
- PICKLEBALL SURFACING:
ACRYLIC COURT FINISH SYSTEM, CONSISTING OF TWO (MINIMUM) ACRYLIC FILLER COATS AND TWO ACRYLIC FINISH COLOR COATS, AND PERMANENT COURT LINING

ACCEPTABLE MANUFACTURERS:
California Products Corporation, Cambridge, MA; "Plexipave Surfacing System with Plexipave Filler Plexichrome Finish Coat, and Plexicolor Acrylic Line Paint"

SportMaster Sport Surfaces, Sandusky, OH; "ColorPlus Pickleball Court System"

Nova Sports USA, Milford, MA; "Novacrylic"

Advanced Polymer Technology Corp., Harmony PA; "Laykold Surfacing System"



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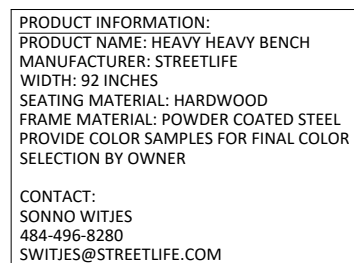
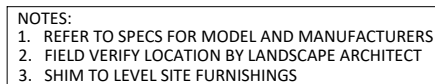
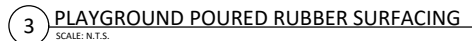
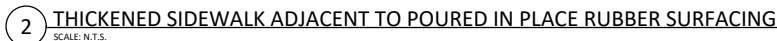
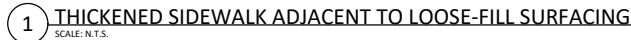
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CITY OF MARSHALLTOWN, IOWA
RIVERVIEW PARK PHASE 1

DETAILS

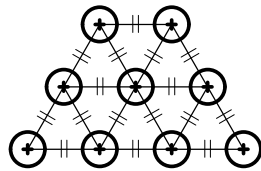
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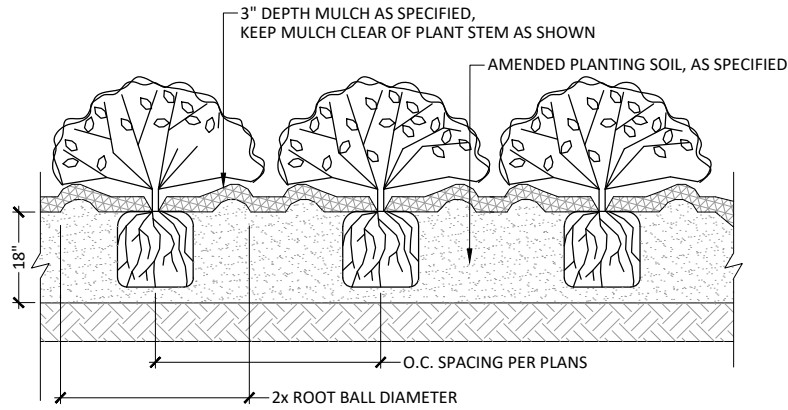


SUPPLEMENTAL DRAWING
PROVIDED FOR REFERENCE ONLY.

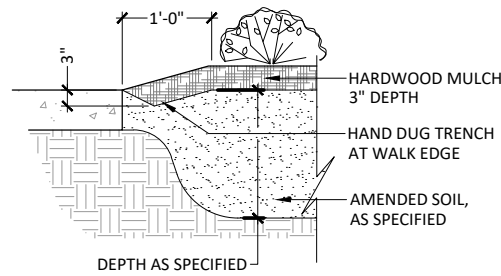


- NOTES:
1. O.C. TRIANGULAR PLANT SPACING PER PLANS
 2. AREAS IDENTIFIED ON PLANTING PLAN AS O.C. SHALL BE TRIANGULAR SPACED
 3. SEE PLANTING PLAN/SCHEDULE FOR SPECIES

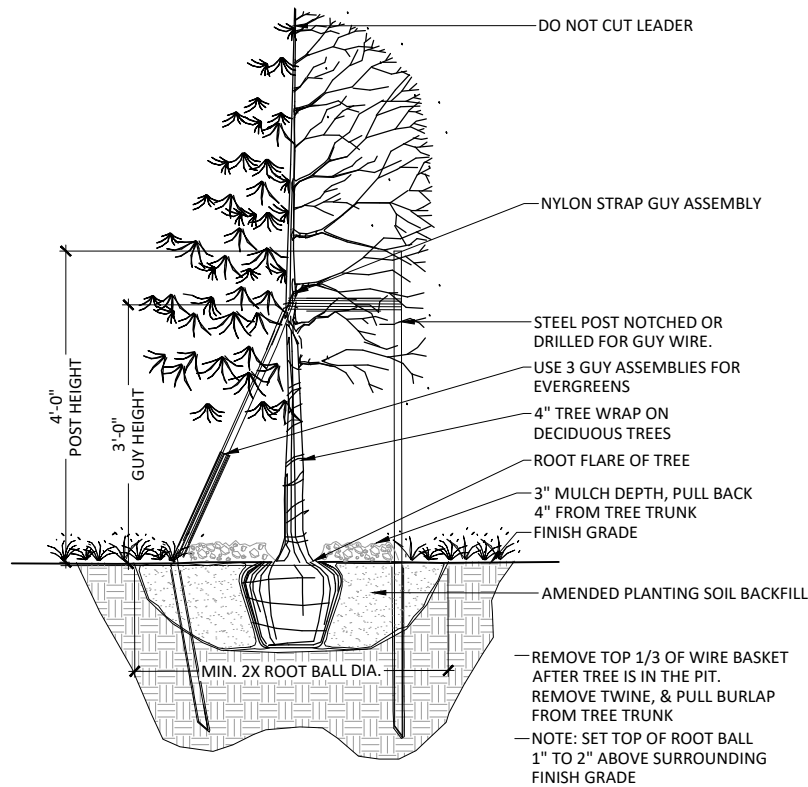
1 PERENNIAL PLANT SPACING
SCALE: N.T.S.



2 PERENNIAL / SHRUB PLANTING
SCALE: N.T.S.

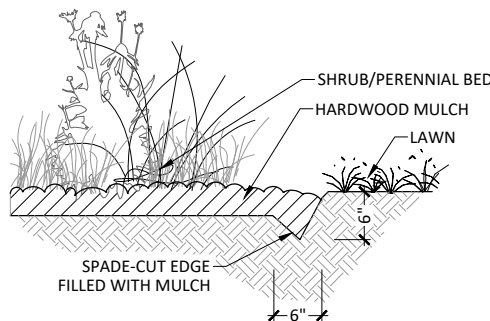


3 PLANTING EDGE AT HARDSCAPE SURFACE
SCALE: N.T.S.



4 TREE PLANTING
SCALE: N.T.S.

- NOTES:
- SPADE-CUT EDGE TO BE INCIDENTAL TO PLANT MATERIAL AND SHALL BE USED WHERE ALL LANDSCAPE BEDS MEET ADJACENT SEEDED OR LAWN AREAS.



5 SPADE-CUT EDGE
SCALE: N.T.S.

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ESTIMATED PROJECT QUANTITIES - BASE BID									
ITEM NO.	ITEM CODE	ITEM	UNIT	PEDESTRIAN BRIDGE	WEIR WALL	PLAYGROUND	PICKLEBALL COURTS	TOTAL EST. QUANTITY	AS-BUILT QTY.
1	2010-A	CLEARING AND GRUBBING	EA	0.5	0	0.5	0	1	
2	2010-D-1	TOPSOIL, ON-SITE, 8 INCH	CY	273	318	485	600	1676	
3	2010-D-2	TOPSOIL, COMPOST AMENDED	CY	0	0	110	0	110	
4	2010-E	EXCAVATION, CLASS 10	CY	627	1400	267	1952	4246	
5	2010-E	TEMPORARY BERM, INSTALLATION AND REMOVAL	CY	0	120	0	0	120	
6	2010-G	SUBGRADE PREPARATION, 12 INCHES	SY	0	0	0	1077	1077	
7	2010-J	SUBBASE, MODIFIED, 4 INCHES	SY	456	0	510	493	1459	
8	2010-J	SUBBASE, 1 INCH CLEAN, 12 INCHES	SY	0	0	0	1077	1077	
9	2010-J	SUBBASE, SAND, 9 INCHES	SY	0	0	0	1077	1077	
10	2010-K-1A	REMOVAL OF PEDESTRIAN BRIDGE	LS	1	0	0	0	1	
11	2010-K-1B	REMOVAL OF PLAYGROUND EQUIPMENT	LS	0	0	1	0	1	
12	2010-K-1C	REMOVAL OF BENCHES	EA	0	0	5	0	5	
13	2010-K-1D	REMOVAL OF EXISTING BERM	LS	0	1	0	0	1	
14	2010-M	COMPACTION TESTING	LS	1	0	0	0	1	
15	4030-B	PIPE APRON, 15 INCH	EA	0	1	0	0	1	
16	4040-A	SUBDRAIN, 4", PERFORATED	LF	0	0	744	680	1424	
17	4040-C-1	SUBDRAIN CLEANOUT,PVC, 4 INCH	EA	0	0	3	11	14	
18	4040-D-1	SUBDRAIN OUTLETS AND CONNECTIONS, PVC, 4 INCH	EA	0	0	1	1	2	
19	5010-D	RELOCATE WATER SERVICE	EA	0	0	1	0	1	
20	6010-B	INTAKE, SW-512	EA	0	0	4	0	4	
21	7010-F	SPORT COURT RIBBON CURB	LF	0	0	0	398	398	
22	7010-I	PCC PAVEMENT SAMPLES AND TESTING	LS	1	0	0	0	1	
23	7030-A-1	REMOVAL OF TENNIS COURT	SY	0	0	0	865	865	
24	7030-A-2	REMOVAL OF SIDEWALK	SY	306	0	28	164	498	
25	7030-E	SIDEWALK, PCC, 5 INCH	SY	312	0	375	322	1009	
26	7030-E	COURT PAVEMENT, PCC, 6 INCH, REINFORCED	SY	0	0	0	978	978	
27	7040-A	FULL DEPTH PATCHES, PCC, M-4, 6 INCH	SY	0	0	55	0	55	
28	9010-B	SEEDING, FERTILIZING, AND MULCHING FOR HYDRAULIC SEEDING TYPE 1 - PERMANENT LAWN	AC	0.25	0.2	0.38	0.53	1.36	
29	9030-B	PLANTS WITH WARRANTY, DECIDUOUS SHRUBS, (3 GAL)	EA	0	0	4	0	4	
30	9030-B	PLANTS WITH WARRANTY, PERENNIAL (1 GAL)	EA	0	0	259	0	259	
31	9030-B	PLANTS WITH WARRANTY, DECIDUOUS TREE, (1.5" CAL.)	EA	0	0	3	0	3	
32	9040-A-1	SWPPP PREPARATION	LS	1	0	0	0	1	
33	9040-A-2	SWPPP MANAGEMENT	LS	1	0	0	0	1	
34	9040-J	RIP RAP, CLASS E	TON	232	44	0	0	276	
35	9040-N-1	SILT FENCE OR SILT FENCE DITCH CHECK INSTALLATION AND REMOVAL	LF	850	350	500	750	2450	
36	9040-O-1	STABILIZED CONSTRUCTION ENTRANCE	SY	224	0	0	0	224	
37	9040-Q-2	EROSION CONTROL MULCHING, HYDRO MULCHING, TYPE 1	AC	1	0	0	0	1	
38	9040-Q-2	EROSION CONTROL MULCHING, HYDRO MULCHING, TYPE 2	AC	1	0	0	0	1	
39	9060-A-2	CHAIN LINK FENCE, COMMERCIAL, BLACK, 6' HEIGHT	LF	0	0	0	455	455	
40	9060-A-2	COURT DIVISION FENCING, CHAIN LINK, BLACK, 4' HEIGHT	LF	0	0	0	96	96	
41	9060-B	SINGLE GATE. CHAIN LINK, BLACK. 6' HEIGHT, 4' WIDTH	EA	0	0	0	2	2	
42	9060-B	DOUBLE GATE. CHAIN LINK, BLACK. 6' HEIGHT, 10' TOTAL WIDTH	EA	0	0	0	1	1	
43	9060-E	REMOVAL OF FENCE	LF	0	0	0	372	372	
44	9060-F	TEMPORARY FENCE, ORANGE PLASTIC	LF	680	450	640	830	2600	
45	11010-A	CONSTRUCTION SURVEY	LS	1	0	0	0	1	
46	11020-A	MOBILIZATION	LS	0.25	0.25	0.25	0.25	1	
47	11050-A	CONCRETE WASHOUT	LS	1	1	1	1	4	
48	12010-X-X	BACKED BENCH	EA	0	0	4	1	5	
49	12010-X-X	POURED IN PLACE PLAYGROUND SURFACING	SF	0	0	5300	0	5300	
50	12010-X-X	ENGINEERED WOOD FIBER PLAYGROUND SURFACING	CY	0	0	80	0	80	
51	12010-X-X	PEDESTRIAN BRIDGE ABUTMENTS	LS	1	0	0	0	1	
52	12010-X-X	PREFABRICATED PEDESTRIAN BRIDGE	LS	1	0	0	0	1	
53	12010-X-X	WEIR WALL	LS	0	1	0	0	1	
54	12010-X-X	ACRYLIC COURT SURFACING	SY	0	0	0	978	978	
55	12010-X-X	PICKLEBALL NET AND POST SYSTEM	EA	0	0	0	4	4	
56	12010-X-X	VOLLEYBALL NET AND POST SYSTEM	EA	0	0	0	2	2	
57	12010-X-X	ARTIFICIAL TURF SURFACING	SY	0	0	0	2376	2376	
58	12010-X-X	SPORT COURT LIGHTING	LS	0	0	0	1	1	

ESTIMATED PROJECT QUANTITIES (ALTERNATE A)					
ITEM NO.	ITEM CODE	ITEM	UNIT	HORSE SHOE	AS-BUILT QTY.
A1	2010-A	CLEARING AND GRUBBING	EA	1	
A2	2010-D-1	TOPSOIL, ON-SITE, 8 INCH	CY	132	
A3	2010-E	EXCAVATION, CLASS 10	CY	63	
A4	2010-J	SUBBASE, MODIFIED, 4 INCHES	SY	126	
A5	7010-I	PCC PAVEMENT SAMPLES AND TESTING	LS	1	
A6	7030-A-3	REMOVAL OF VOLLEYBALL COURT	SY	267	
A7	7030-E	SIDEWALK, PCC, 5 INCH	SY	84	
A8	9010-B	SEEDING, FERTILIZING, AND MULCHING FOR HYDRAULIC SEEDING TYPE 1 - PERMANENT LAWN	AC	0.25	
A9	9040-N-1	SILT FENCE OR SILT FENCE DITCH CHECK INSTALLATION AND REMOVAL	LF	225	
A10	9060-F	TEMPORARY FENCE, ORANGE PLASTIC	LF	250	
A11	11020-A	MOBILIZATION - ALTERNATE A	LS	1	
A12	11050-A	CONCRETE WASHOUT	LS	1	

DESIGNED	ANC	REV	DESCRIPTION	DATE
DRAWN	ANC			
CHECKED	GAB			
CLIENT PROJ. NO.	0T6.131006			

CITY OF MARSHALLTOWN, IOWA		SHEET C.01
RIVERVIEW PARK PHASE 1		
QUANTITIES		

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ESTIMATE REFERENCE INFORMATION		
ITEM NO.	ITEM CODE	DESCRIPTION
1	2010-A	<u>CLEARING AND GRUBBING</u> THIS BID ITEM SHALL INCLUDE REMOVAL OF TREES AND STUMPS AS IDENTIFIED ON PLANS. ALL SHRUB REMOVAL SHALL BE INCIDENTAL TO THIS ITEM. CONTRACTOR SHALL PROTECT ALL TREES AND OTHER PLANT MATERIAL NOT MARKED AS REMOVAL. INSTALLATION OF TREE PROTECTION WILL BE PAID FOR SEPARATELY.
2	2010-D-1	<u>TOPSOIL, ON-SITE, 8 INCH</u> TOPSOIL WITHIN THE GRADING LIMITS OF THE PROJECT SHALL BE STRIPPED, SALVAGED, AND RESPREAD AT A MINIMUM DEPTH OF 6". ITEM INCLUDES HAULING OFF-SITE TO STORE AND HAULING BACK IN IF NEEDED. SALVAGED TOPSOIL SHALL REMAIN IN THE PARK UNLESS AGREEMENTS MADE WITH THE PROPERTY OWNER. CONTRACTOR TO PAY FOR RESTORATION COST IF LOCATED OUTSIDE OF THE RIGHT OF WAY.
3	2010-D-2	<u>TOPSOIL, COMPOST AMENDED</u> BID ITEM IS FOR THE PLACEMENT OF COMPOST AMENDED TOPSOIL WITHIN THE STORMWATER INFILTRATION BASIN. PLACE AT 12-INCH MINIMUM DEPTH. AMENDED SOIL SHALL BE MEASURED AND PAID BY THE CUBIC YARD OF SATISFACTORY PLACEMENT MATERIAL. CONTRACTOR SHALL FULLY MIX THE FOLLOWING THREE COMPONENTS: A. TOPSOIL, 60% (BY VOLUME) B. SAND, 30% (BY VOLUME) C. COMPOST, 10% (BY VOLUME)
4	2010-E	<u>EXCAVATION, CLASS 10</u> THIS ITEM SHALL INCLUDE THE REMOVAL OF EXISTING SOIL, HAULING, DISPOSAL/EXPORT AND RE-GRADING AS PER PLAN TO FACILITATE ALL PROPOSED SECTIONS. ALL BORROW SHALL BE PROVIDED BY THE CONTRACTOR. EXCESS OR UNSUITABLE EXCAVATED MATERIAL WILL BECOME PROPERTY OF THE CONTRACTOR AND WILL BE HAULED OFF-SITE INCIDENTAL TO THE ITEM. NO ADDITIONAL PAYMENT WILL BE ALLOWED FOR OVERHAUL OF WASTE. TOPSOIL SHALL BE PLACED AND SPREAD TO A MINIMUM THICKNESS OF 6" IN ALL DISTURBED TURF AREAS AND PAID FOR AS TOPSOIL, ON-SITE. RAW CUT = 1,211 CY, RAW FILL +30% = 4,246 CY, ADJUSTED FILL (1.30 FACTOR) = 3,035 CY RAW EARTHWORK QUANTITIES ARE FOR INFORMATIONAL PURPOSES ONLY ARE A COMPARISON OF EXISTING CONDITIONS AND PROPOSE BOTTOM OF ROCK CONDITIONS AND MAY INCLUDE MATERIALS AND OPERATIONS PAID FOR UNDER OTHER BID ITEMS E.G. PAVEMENT REMOVAL, STORM SEWER TRENCHED, PCC PAVEMENT, SUBBASE, TOPSOIL, COMPOST AMENDMENT, ETC. MEASUREMENT WILL NOT BE MADE AND QUANTITY PAID WILL BE ON A PERCENT OF ITEM COMPLETE.
5	2010-E	<u>TEMPORARY BERM, INSTALLATION AND REMOVAL</u> THIS ITEM SHALL INCLUDE THE HAULING, PLACEMENT, DISPOSAL/EXPORT AND RE-GRADING AS PER PLAN FOR THE TEMPORARY EARTHEN BERM NEEDED TO KEEP WEIR CONSTRUCTION AREA DRY. THIS ITEM SHALL ONLY BE USED AS NEEDED AND UPON THE APPROVAL OF THE ENGINEER. ALL BORROW SHALL BE PROVIDED BY THE CONTRACTOR. EXCESS OR UNSUITABLE EXCAVATED MATERIAL WILL BECOME PROPERTY OF THE CONTRACTOR AND WILL BE HAULED OFF-SITE INCIDENTAL TO THE ITEM. NO ADDITIONAL PAYMENT WILL BE ALLOWED FOR OVERHAUL OF WASTE. TOPSOIL SHALL BE PLACED AND SPREAD TO A MINIMUM THICKNESS OF 6" IN ALL DISTURBED TURF AREAS AND PAID FOR AS TOPSOIL, ON-SITE.
6	2010-G	<u>SUBGRADE PREPARATION, 12 INCHES</u> A. INCLUDES SUBGRADE PREPARATION FOR ALL ROADWAY PAVEMENT TO A DEPTH OF 12 INCHES. B. QUANTITY IS BASED ON THE AREA OF 12 INCH SUBGRADE PREPARATION, COMPLETED IN 2 - 6" LIFTS, EXTENDING 2 FOOT BEYOND THE PAVEMENT EDGE. C. IN INSTANCES OF CONFLICT WITH EXISTING UTILITIES, THE DEPTH MAY BE REDUCED AS DIRECTED BY THE ENGINEER. D. THIS ITEMS INCLUDES ALL MOISTURE AND DENSITY TESTING TO BE PROVIDED BY THE CONTRACTOR. E. PRIOR TO COMPLETING SUBGRADE PREPARATION, THE CONTRACTOR SHALL PROOF ROLL THE AREA. IF THE PROOF ROLL PASSES, THE ENGINEER MAY ELECT TO NOT HAVE SUBGRADE PREPARATION PERFORMED IN THAT AREA. THE PROOF ROLL SHALL BE INCIDENTAL TO EXCAVATION
7	2010-J	<u>SUBBASE, MODIFIED, 4 INCHES</u> THIS ITEM INCLUDES ALL TESTING, LABOR, MATERIAL, AND EQUIPMENT TO PLACE 4" MODIFIED SUBBASE AS INDICATED IN THE DOCUMENTS FOR THE SIDEWALKS. CONTRACTOR SHALL PLACE 4" MODIFIED SUBBASE BELOW ALL AREAS OF SLAB WITH IT EXTENDING 1' BEYOND EDGE. SUBGRADE SHALL BE PROOF-ROLLED PRIOR TO PLACEMENT OF SUBBASE AND WITNESSED BY THE ENGINEER.
8	2010-J	<u>SUBBASE, 1 INCH CLEAN, 12 INCHES</u> THIS ITEM INCLUDES, BUT IS NOT LIMITED TO, COMPACTION OF SUBGRADE, FURNISHING, PLACING, COMPACTING, AND TRIMMING TO THE PROPER GRADE.
9	2010-J	<u>SUBBASE, SAND, 9 INCHES</u> THIS ITEM INCLUDES, BUT IS NOT LIMITED TO, COMPACTION OF SUBGRADE, FURNISHING, PLACING, COMPACTING, AND TRIMMING TO THE PROPER GRADE.
10	2010-K-1A	<u>REMOVAL OF PEDESTRIAN BRIDGE</u> THIS ITEM INCLUDES FULL REMOVAL OF EXISTING PEDESTRIAN BRIDGE, ABUTMENTS, BOLLARDS, GUARD RAILING AND DECKING. CONTRACTOR TO PROVIDE 4 WEEKS NOTICE TO OWNER PRIOR TO INITIATING BRIDGE REMOVAL TO PROVIDE OWNER THE OPPORTUNITY TO IDENTIFY ANY EXISTING EQUIPMENT TO BE SALVAGED PRIOR TO REMOVAL.
11	2010-K-1B	<u>REMOVAL OF PLAYGROUND EQUIPMENT</u> THIS ITEM INCLUDES FULL REMOVAL OF EXISTING PLAYGROUND EQUIPMENT, SURFACING, DRAIN TILE, AND BORDER. CONTRACTOR TO PROVIDE 4 WEEKS NOTICE TO OWNER PRIOR TO INITIATING PLAYGROUND REMOVAL TO PROVIDE OWNER THE OPPORTUNITY TO IDENTIFY ANY EXISTING EQUIPMENT TO BE SALVAGED PRIOR TO REMOVAL.
12	2010-K-1C	<u>REMOVAL OF BENCHES</u> THIS ITEM INCLUDES FULL REMOVAL OF EXISTING BENCHES. CONTRACTOR TO PROVIDE 4 WEEKS NOTICE TO OWNER PRIOR TO INITIATING BENCH REMOVAL TO PROVIDE OWNER THE OPPORTUNITY TO IDENTIFY ANY EXISTING EQUIPMENT TO BE SALVAGED PRIOR TO REMOVAL.
13	2010-K-1D	<u>REMOVAL OF EXISTING BERM</u> EXISTING BERM SHALL BE REMOVED INCLUDING ALL EXISTING SOIL AND RIPRAP. ITEM SHALL INCLUDE REMOVAL AND DISPOSAL OF MATERIAL OFFSITE. RIP RAP IN EXISTING BERM CAN BE REUSED ON SITE AS NEEDED.
14	2010-M	<u>COMPACTION TESTING</u> A. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL COMPACTION TESTING FOR THE PROJECT INCLUDING EXCAVATION, SUBGRADE PREP AND SUBBASE MATERIAL PERFORMED BY AN INDEPENDENT TESTING LABORATORY. B. CONTRACTOR SHALL COMPLETE COMPACTION TESTING PER SUDAS. C. THE CONTRACTOR WILL BE RESPONSIBLE FOR PAYMENTS ASSOCIATED WITH ALL RETESTING RESULTING FROM FAILURE OF INITIAL TESTS.
15	4030-B	<u>PIPE APRON, 15 INCH</u> A. ITEM SHALL INCLUDE FOOTING AS DETAILED ON FIGURE 4030.221 AND GUARD AS DETAILED ON FIGURE 4030.224

16	4040-A	<u>SUBDRAIN, 4", PERFORATED</u> THIS ITEM IS FOR THE INSTALLATION OF SUBDRAIN AND DRAINAGE TILE AS SHOWN ON M SERIES SHEETS. ITEM INCLUDES ALL FITTINGS, COUPLINGS, BENDS, RODENT GUARDS, AND ACCESSORIES TO MAKE THE CONNECTION, BACKFILL, AND ALL OTHER CONNECTIONS. PRIOR TO STARTING DRAIN INSTALLATION, REVIEW ALIGNMENT AND ELEVATION IN FIELD WITH ENGINEER FOR APPROVAL. INSTALLATION WILL BE PAID FOR AT THE BID UNIT PRICE, AND CHANGES IN ALIGNMENT WILL NOT BE GROUNDS FOR ADDITIONAL COSTS BEYOND PAYMENT AT THE BID UNIT PRICE.
17	4040-C-1	<u>SUBDRAIN CLEANOUT,PVC, 4 INCH</u> A. REFER TO M SHEETS FOR LOCATIONS. THIS ITEM INCLUDES, BUT IS NOT LIMITED TO, PIPE, NON-SHRINK GROUT, AND COUPLING BANDS. B. SUBDRAIN CLEANOUT SHALL BE TYPE A-1
18	4040-D-1	<u>SUBDRAIN OUTLETS AND CONNECTIONS, PVC, 4 INCH</u> A. REFER TO M SHEETS FOR SUBDRAIN LOCATIONS. B. THIS ITEM SHALL INCLUDE ALL THE LABOR AND MATERIAL NECESSARY TO CONNECT PROPOSED SUBDRAIN PIPE TO PROPOSED STRUCTURE, INCLUDING BUT NOT LIMITED TO CORING OR CUTTING INTO THE EXISTING STRUCTURE, PIPE CONNECTIONS, GROUT AND WATERSTOP (WHEN REQUIRED) C. SUBDRAIN OUTLET SHALL MATCH THE DETAILS IN THE PLANS.
19	5010-D	<u>RELOCATE WATER SERVICE</u> A. THIS ITEMS SHALL INCLUDE ALL ITEMS NECESSARY TO RELOCATE THE EXISTING WATER SERVICE.WATER SERVICE RELOCATION SHALL BE PERFORMED BASED ON THE MARSHALLTOWN WATER WORKS SPECIFICATIONS. CONTRACTOR SHALL COORDINATE WITH THE CITY OF MARSHALLTOWN AND MARSHALLTOWN WATER WORKS PRIOR TO ANY WORK ON WATER SERVICE. CONTATOR SHALL PROVIDE A MINIMUM OF 7 DAYS NOTICE TO THE CITY OF MARSHALLTOWN PRIOR TO WATER SERVICE RELOCATION. EXISTING WATER SERIVCE SHALL BE OUT OF SERVICE FOR A MAXIMUM OF 24 HOURS.
20	6010-B	<u>INTAKE, SW-512</u> A. REFER TO M SHEETS FOR LOCATIONS. ALL STRUCTURES SHALL HAVE A MINIMUM DEPTH OF 5' BELOW RIM ELEVATION WITH SUMPS FILLED WITH CONCRETE TO FLOWLINE OF LOWEST PIPE.
21	7010-F	<u>SPORT COURT RIBBON CURB</u> BID ITEM INCLUDES ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY FOR THE COMPLETE INSTALLATION OF RIBBON CURB AT SPORT COURT. RIBBON CURB SHALL HAVE TWO #4 EPOXY COATED BARS CONTINUOUS THROUGHOUT. MEASUREMENT SHALL INCLUDE FREE STANDING RIBBON CURB AND INTERGRAL RIBBON CURB ALONG SIDEWALK. ITEM INCLUDES ALL SUBBASE PREP AND MATERIALS, REINFORCEMENTS, TIE CONNECTIONS TO EXISTING AND ALL OTHER ITEMS FOR COMPLETE INSTALLATION.
22	7010-I	<u>PCC PAVEMENT SAMPLES AND TESTING</u> A. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL REQUIRED CONCRETE TESTING PER IDOT AND SUDAS SECTION 7030.3.11. B. THIS ITEM SHALL INCLUDE TESTING FOR ALL CONCRETE POURED ON THE SITE.
23	7030-A-1	<u>REMOVAL OF TENNIS COURT</u> A. THE THICKNESS OF THE EXISTING PAVEMENT IS VARIABLE. PAYMENT SHALL BE MADE FOR THE AREA REMOVED, REGARDLESS OF THICKNESS. B. THIS ITEM SHALL INCLUDE ALL LABOR AND EQUIPMENT NECESSARY TO REMOVE EXISTING TENNIS COURT AS NEEDED TO MAKE THE PROPOSED IMPROVEMENTS. REFER TO F SHEETS FOR REMOVAL LOCATION.
24	7030-A-2	<u>REMOVAL OF SIDEWALK</u> A. ALL REMOVALS TO BE MARKED AND MEASURED BY THE ENGINEER. FULL DEPTH SAW CUTS ALONG THE REMOVAL LIMITS ARE INCIDENTAL TO THIS ITEM. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADDITIONAL REMOVAL, EARTHWORK, SUBGRADE PREPARATION, MODIFIED SUBBASE AND PAVING EXPENSES DUE TO DAMAGED EDGES. ADDITIONAL REMOVAL TO BE DETERMINED BY ENGINEER. PAYMENT SHALL BE MADE FOR THE AREA OF PAVEMENT REMOVED REGARDLESS OF THICKNESS.
25	7030-E	<u>SIDEWALK, PCC, 5 INCH</u> A. CONCRETE SHALL BE A C-4 MIX WITH A MINIMUM COMPRESSIVE STRENGTH OF 4,000 PSI. B. AREAS NOT MEETING THIS REQUIREMENT SHALL BE SUBJECT TO REPAIRS, REPLACEMENT OR REDUCED PAYMENT AS DETERMINED BY THE ENGINEER AND TEST RESULTS WILL REPRESENT ALL CONCRETE PLACED IN THE SAME LOT. COLD WEATHER CONCRETE WILL BE CONSIDERED INCIDENTAL IF REQUIRED. CRACKED PANELS SHALL BE REMOVED AND REPLACED AT THE CONTRACTORS EXPENSE UNLESS, IN THE JUDGMENT OF THE ENGINEER, THE CRACK CAN BE ROUTED AND SEALED. C. VARIATIONS IN THICKNESS AND WIDTH AND NECESSARY REBAR SHALL BE CONSIDERED INCIDENTAL TO THIS ITEM. D. CONCRETE TESTING SHALL BE PROVIDED BY THE CONTRACTOR
26	7030-E	<u>COURT PAVEMENT, PCC, 6 INCH, REINFORCED</u> A. CONCRETE SHALL BE A C-4 MIX WITH A MINIMUM COMPRESSIVE STRENGTH OF 4,000 PSI. B. AREAS NOT MEETING THIS REQUIREMENT SHALL BE SUBJECT TO REPAIRS, REPLACEMENT OR REDUCED PAYMENT AS DETERMINED BY THE ENGINEER AND TEST RESULTS WILL REPRESENT ALL CONCRETE PLACED IN THE SAME LOT. COLD WEATHER CONCRETE WILL BE CONSIDERED INCIDENTAL IF REQUIRED. CRACKED PANELS SHALL BE REMOVED AND REPLACED AT THE CONTRACTORS EXPENSE UNLESS, IN THE JUDGMENT OF THE ENGINEER, THE CRACK CAN BE ROUTED AND SEALED. C. VARIATIONS IN THICKNESS AND WIDTH AND NECESSARY REBAR SHALL BE CONSIDERED INCIDENTAL TO THIS ITEM. D. CONCRETE TESTING SHALL BE PROVIDED BY THE CONTRACTOR
27	7040-A	<u>FULL DEPTH PATCHES, PCC, M-4, 6 INCH</u> A. PAVEMENT REMOVAL, SUBGRADE PREPERATION, 6" OF MODIFIED SUBBASE AND 6" PCC SHALL BE INCIDENTAL TO THIS ITEM.TH B. DRIVEWAY SHALL BE CLOSED FOR A MAXIMUM OF 7 CALENDAR DAYS.
28	9010-B	<u>SEEDING, FERTILIZING, AND MULCHING FOR HYDRAULIC SEEDING TYPE 1 - PERMANENT LAWN</u> SEED ALL AREAS DISTURBED BY CONSTRUCTION AS INDICATED ON PLANS. THE COST FOR WATERING UNTIL SEED ESTABLISHMENT IS ACCEPTED SHALL BE CONSIDERED INCIDENTAL TO THIS ITEM. ROCK PICKING, FINISH GRADING, SEED BED PREP AND RESEEDING ARE CONSIDERED INCIDENTAL TO THIS ITEM. SEED AND FERTILIZER SHALL BE APPLIED PRIOR TO MULCHING. THE CONTRACTOR IS RESPONSIBLE FOR MOWING AND MAINTAINING SEEDED AREAS UNTIL THE PROJECT IS ACCEPTED BY THE OWNER. SEEDING OF AREAS DISTURBED OUTSIDE OF THE CONSTRUCTION LIMITS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AT NO ADDITIONAL COST TO OWNER. THE SEEDING RATE SHALL BE AT LEAST 260 LBS/ACRE. APPLY A 6-24-24, NITROGEN, PHOSPHATE, POTASH, COMMERCIAL FERTILIZER OR EQUIVALENT AT THE RATE OF 300 LBS PER ACRE. APPLY MULCHING PER MANUFACTERS RECOMMENDATIONS. SEEDING AREAS ASSUMED FOR TWO APPLICATIONS OVER THE AREAS DISTURBED.
29	9030-B	<u>PLANTS WITH WARRANTY, DECIDUOUS SHRUBS, (3 GAL)</u> THIS ITEM SHALL INCLUDE ALL EQUIPMENT, LABOR, AND MATERIALS NEEDED TO INSTALL PERENNIAL PLANTS. SEE K SERIES FOR LAYOUT AND B SERIES FOR INSTALLATION DETAILS.
30	9030-B	<u>PLANTS WITH WARRANTY, PERENNIAL (1 GAL)</u> THIS ITEM SHALL INCLUDE ALL EQUIPMENT, LABOR, AND MATERIALS NEEDED TO INSTALL PERENNIAL PLANTS. SEE K SERIES FOR LAYOUT AND B SERIES FOR INSTALLATION DETAILS.
31	9030-B	<u>PLANTS WITH WARRANTY, DECIDUOUS TREE, (1.5" CAL.)</u> THIS ITEM SHALL INCLUDE ALL EQUIPMENT, LABOR, AND MATERIALS NEEDED TO INSTALL PERENNIAL PLANTS. SEE K SERIES FOR LAYOUT AND B SERIES FOR INSTALLATION DETAILS.

DESIGNED	ANC	REV	DESCRIPTION	DATE
DRAWN	ANC			
CHECKED	GAB			
CLIENT PROJ. NO.	0T6.131006			

CITY OF MARSHALLTOWN, IOWA	C.02
RIVERVIEW PARK PHASE 1	
NOTES	



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32	9040-A-1	<u>SWPPP PREPARATION</u> LUMP SUM ITEM; NO MEASUREMENT WILL BE MADE. PAYMENT WILL BE AT THE LUMP SUM PRICE. THIS ITEM SHALL INCLUDE, BUT IS NOT LIMITED TO, DEVELOPMENT OF A SWPPP BY THE CONTRACTOR MEETING LOCAL AND STATE AGENCY REQUIREMENTS, FILING THE REQUIRED PUBLIC NOTICES, FILING A NOTICE OF INTENT FOR COVERAGE OF THE PROJECT UNDER THE IOWA DNR NPDES GENERAL PERMIT NO. 2, AND PAYMENT OF ASSOCIATED NPDES PERMIT FEES.
33	9040-A-2	<u>SWPPP MANAGEMENT</u> THIS ITEM SHALL INCLUDE ALL WORK REQUIRED TO COMPLY WITH THE ADMINISTRATIVE PROVISIONS OF THE IOWA DNR NPDES GENERAL PERMIT NO. 2; INCLUDING RECORD KEEPING, DOCUMENTATION, UPDATING THE SWPPP, FILING THE NOTICE OF DISCONTINUATION, ETC. ITEM ALSO INCLUDES WEEKLY INSPECTIONS REQUIRED TO SATISFY THE PROVISIONS OF GENERAL PERMIT NO. 2. FINAL PAYMENT WILL BE MADE WHEN THE SITE REACHES FINAL STABILIZATION AND THE NOTICE OF DISCONTINUATION IS FILED.
34	9040-J	<u>RIP RAP, CLASS E</u> A. SEE PLANS FOR LOCATIONS OF RIP RAP. PAYMENT SHALL BE MADE FOR TICKETS OF ROCK DELIVERED TO THE SITE AND PROVIDED TO THE ENGINEER. B. CONTACTOR SHALL USE EXISTING RIP RAP FROM EXISTING TEMPORARY BERM FOR RIPRAP PLACMENT. ANY SHORTAGE OF MATERIAL SHALL BE PROVIDED BY THE CONTRACTOR. THIS ITEMS INCLUDES REUSE OF EXISTING MATERIAL AND PROVIDING NEW MATERIAL AND PLACING ALL MATERIAL AS SPECIFIED IN THE PLANS.
35	9040-N-1	<u>SILT FENCE OR SILT FENCE DITCH CHECK INSTALLATION AND REMOVAL</u> THIS ITEM INCLUDES ALL LABOR, MATERIALS, AND EQUIPMENT TO FURNISH, INSTALL, AND MAINTAIN SILT FENCE AS NECESSARY TO PREVENT LOSS OF SOILS THROUGH EROSION. REMOVAL OF ACCUMLATED SEDIMENT DURING THE PROJECT AND ITS PROPER DISPOSAL ALONG WITH REMOVAL OF THE ITEM AFTER FINAL STABILIZATION HAS BEEN ACHIEVED SHALL BE CONSIDERED INCIDENTAL TO THIS ITEM.
36	9040-O-1	<u>STABILIZED CONSTRUCTION ENTRANCE</u> A. ITEM INCLUDES THE INSTALLATION AND REMOVAL OF THE ROCK AND SUBGRADE STABILIZATION FABRIC FOR STABILIZED CONSTRUCTION ENTRANCES.
37	9040-Q-2	<u>EROSION CONTROL MULCHING, HYDRO MULCHING, TYPE 1</u> A. ITEM SHALL BE USED TO STABILIZE ALL DISTURBED AREAS THAT HAVE REACHED FINISHED GRADE OUTSIDE OF SEEDING/SODDING DATES.
38	9040-Q-2	<u>EROSION CONTROL MULCHING, HYDRO MULCHING, TYPE 2</u> A. ITEM SHALL BE USED TO STABILIZE ALL DISTURBED AREAS THAT HAVE REACHED FINISHED GRADE OUTSIDE OF SEEDING/SODDING DATES.
39	9060-A-2	<u>CHAIN LINK FENCE, COMMERCIAL, BLACK, 6' HEIGHT</u> BID ITEM INCLUDES ALL LABOR, MATERIALS, AND EQUIPMENT NECCESARY FOR INSTALLING FENCE AND GATES. FENCINGS SHALL BE 9 GA.CHAIN LINK FABRIC, BLACK COLOR, 1-3/4" DIAMOND WEAVE WITH BLACK HARDWARE. SINGLE GATES ARE TO BE 5' WIDE. DOUBLE GATES ARE TO BE 10' WIDE. SEE DETAILS. FENCE POST FOOTINGS, INCLUDING EXCACATION, CONCRETE AND BACKFILL ARE INCIDENTAL TO THIS ITEM.
40	9060-A-2	<u>COURT DIVISION FENCING, CHAIN LINK, BLACK, 4' HEIGHT</u> BID ITEM INCLUDES ALL LABOR, MATERIALS, AND EQUIPMENT NECCESARY FOR INSTALLING FENCE AND FENCEPOSTS. FENCINGS SHALL BE 9 GA. CHAIN LINK FABRIC, BLACK COLOR, 1-3/4" DIAMOND WEAVE WITH BLACK HARDWARE. SEE DETAILS. FENCE POST FOOTINGS, INCLUDING EXCACATION, CONCRETE AND BACKFILL ARE INCIDENTAL TO THIS ITEM.
41	9060-B	<u>SINGLE GATE. CHAIN LINK, BLACK. 6' HEIGHT, 4' WIDTH</u> BID ITEM INCLUDES ALL LABOR, MATERIALS, AND EQUIPMENT NECCESARY FOR INSTALLING SINGLE 4' WIDE GATES AT PICKLEBALL CHAIN LINK FENCING. FENCINGS SHALL BE 9 GA. CHAIN LINK FABRIC, BLACK COLOR, 1-3/4" DIAMOND WEAVE WITH BLACK HARDWARE. SEE DETAILS. FENCE POST FOOTINGS, INCLUDING EXCACATION, CONCRETE AND BACKFILL ARE INCIDENTAL TO THIS ITEM.
42	9060-B	<u>DOUBLE GATE. CHAIN LINK, BLACK. 6' HEIGHT, 10' TOTAL WIDTH</u> BID ITEM INCLUDES ALL LABOR, MATERIALS, AND EQUIPMENT NECCESARY FOR INSTALLING 10' GATES AT PICKLEBALL CHAIN LINK FENCING. FENCINGS SHALL BE 9 GA. CHAIN LINK FABRIC, BLACK COLOR, 1-3/4" DIAMOND WEAVE WITH BLACK HARDWARE. SEE DETAILS. FENCE POST FOOTINGS, INCLUDING EXCACATION, CONCRETE AND BACKFILL ARE INCIDENTAL TO THIS ITEM.
43	9060-E	<u>REMOVAL OF FENCE</u> A. REFER TO F SHEETS FOR LOCATION. COMPONENTS INCLUDE FOOTINGS, POSTS, HARDWARE, AND FABRIC. B. THIS ITEM TO BE PAID PER LINEAR FOOT. ACTUAL QUANTITY TO BE MEASURED IN THE FIELD. C. REMOVE TENNIS COURT NET AND FOOTINGS, BACKFILL WITH CONCRETE.
44	9060-F	<u>TEMPORARY FENCE, ORANGE PLASTIC</u> THIS ITEM IS FOR ALL LABOR, EQUIPMENT, AND MATERIAL REQUIRED TO INSTALL, MAINTAIN, AND REMOVE A PERIMETER SAFETY FENCE AROUND THE CONSTRUCTION SITE. FENCE SHALL BE MAINTAINED THROUGH THE DURATION OF THE PROJECT AND ONLY REMOVE UPON FINAL ACCEPTANCE OF ESTABLISHED SEEDING BY OWNER AND/OR ENGINEER. THIS ITEM SHALL ALSO INCLUDE THE TREE PROTECTION FENCING. SEE SUPPLEMENTAL SPECIFICATIONS FOR TREE PROTECTION IN CONTRACT DOCUMENTS.
45	11010-A	<u>CONSTRUCTION SURVEY</u> ITEM INCLUDES ALL SURVEY WORK NECESSARY FOR THE CONSTRUCTION OF THIS PROJECT AS INTENDED BY THE CONTRACT DOCUMENTS AND APPROVED REVISIONS. ALL CONSTRUCTION STAKING SHALL BE PERFORMED BY A LICENSED SURVEYOR. THE CONTRACTOR WILL BE RESPONSIBLE FOR MAINTAINING ALL HORIZONTAL AND VERTICAL CONTROL WITHIN THE PROJECT FOLLOWING THE COMPLETION OF CONSTRUCTION ACTIVITIES.
46	11020-A	<u>MOBILIZATION</u> THIS ITEM IS FOR ALL PREPARATORY WORK AND COSTS INCURRED BEFORE BEGINNING THE WORK ON THE PROJECT AND DURING THE PROJECT. THIS ITEM SHALL ALSO INCLUDE THE COSTS FOR ANY STAGED CONSTRUCTION AND EQUIPMENT SET UP TO COMPLETE THE WORK. NO CHANGE IN CONTRACT PRICE WILL BE MADE FOR ANY COMBINATION OF ADD/ALTERNATES ADDED TO THE CONTRACT. THIS ITEM TO BE PAID PER SUDAS 11,020-108-A.
47	11050-A	<u>CONCRETE WASHOUT</u> THIS ITEM IS FOR ALL EQUIPMENT, LABOR AND MATERIAL NECESSARY FOR PROVIDING CONCRETE WASHOUT FACILITIES DURING CONSTRUCTION AND DISPOSING OF WASTE IN ACCORDANCE TO LOCAL REGULATIONS. WASHING OUT ON GRADE IS STRICTLY PROHIBITED.
48	12010-X-X	<u>BACKED BENCH</u> THIS ITEM SHALL INCLUDE ALL EQUIPMENT, MATERIAL, AND LABOR REQUIRED TO INSTALL BACKED BENCHES. BASIS OF DESIGN IS THE 92" WIDE HEAVY-HEAVY BENCH MANUFACTURED BY STREETLIFE. BENCH TO INCLUDE A DOUBLE BEAM BACKREST, POWDER COATED STEEL SUPPORTS, AND HARDWOOD BEAMS. PROVIDE INFORMATION SUBMITTALS FOR APPROVAL BY LANDSCAPE ARCHITECT. POWDER COATED STEEL FRAM COLOR TO BE SELECTED BY OWNER. BENCHES TO BE SURFACE MOUNTED. THIS ITEM WILL BE PAID PER INSTALLED BENCH. PRODUCT NUMBER FOR THE BENCHES IS HH-L3-BR2-234-PC-HW.

49	12010-X-X	<u>POURED IN PLACE PLAYGROUND SURFACING</u> THIS ITEM SHALL INCLUDE ALL EQUIPMENT, MATERIAL, AND LABOR REQUIRED TO INSTALL PLAYGROUND EQUIPMENT AS INDICATED IN THE PLANS AS SPECIFIED BY THE MANUFACTURER. BASIS OF DESIGN AND MANUFACTURER OF EQUIPMENT IS TO BE COORDINATED WITH MIDWEST PLAYSCAPES. INCIDENTAL TO THIS ITEM ARE ALL TRANSPORTATION, DELIVERY FEES, FREIGHT, ALL PCC FOOTINGS, REINFORCING CONNECTIONS AND ON-SITE ASSEMBLY REQUIRED FOR COMPLETE INSTALLATION OF ALL PLAYGROUND EQUIPMENT OR OTHER COSTS ASSOCIATED WITH THE INSTALLATION. COORDINATE INSTALLATION OF PLAYGROUND SURFACING WITH PLAYGROUND EQUIPMENT INSTALLATION. PLAYGROUND EQUIPMENT INSTSALLATION TO BE BY MIDWEST PLAYSCAPES. THIS ITEM WILL BE PAID FOR BY SQUARE FOOT.
50	12010-X-X	<u>ENGINEERED WOOD FIBER PLAYGROUND SURFACING</u> THIS ITEM INCLUDES ALL TESTING, LABOR, MATERIALS, AND EQUIPMENT TO PREPARE AND BLOW IN PLAYGROUND SAFETY SURFACING MATERIAL IN LIFTS AS INDICATED ON SHEET B.03. INCIDENTAL TO THIS ITEM IS ALL SUBGRADE PREPARATION AND MODIFIED SUBBASE AS NECESSARY TO OBTAIN PROPER COMPACTION LEVELS AND DRAINAGE. CONTRACTOR IS RESPONSIBLE TO PROVIDE PRODUCT DATA OF THE SURFACING MATERIAL SHOWING COMPLIANCE OF REQUIRED FALL ZONE HEIGHT REQUIRED BY PLAYGROUND MANUFACTURER.
51	12010-X-X	<u>PEDESTRIAN BRIDGE ABUTMENTS</u> THIS ITEM INCLUDES ALL EQUIPMENT, MATERIAL, AND LABOR TO PREPARE AND CONSTRUCT PEDESTRIAN BRIDGE ABUTMENTS FURTHER DEFINED IN THE PLANS AND SPECIFICATIONS. INCIDENTAL TO THIS ITEM ARE ALL TRANSPORTATION, DELIVERY FEES, FREIGHT, AND ON-SITE ASSEMBLY REQUIRED FOR COMPLETE INSTALLATION OR OTHER COSTS ASSOCIATED WITH THE INSTALLATION. THIS ITEM SHALL INCLUDE ALL NECESSARY DEWATING AND PUMPING TO KEEP THE SITE DRY DURING CONSTRUCTION.
52	12010-X-X	<u>PREFABRICATED PEDESTRIAN BRIDGE</u> THIS ITEM INCLUDES ALL EQUIPMENT, MATERIAL, AND LABOR TO PURCHASE, SHIP AND INSTALL THE PEDESTRIAN BRIDGE FURTHER DEFINED IN THE PLANS AND SPECIFICATIONS. INCIDENTAL TO THIS ITEM ARE ALL TRANSPORTATION, DELIVERY FEES, FREIGHT, AND ON-SITE ASSEMBLY REQUIRED FOR COMPLETE INSTALLATION OR OTHER COSTS ASSOCIATED WITH THE INSTALLATION.THIS ITEM SHALL INCLUDE ALL NECESSARY DEWATING AND PUMPING TO KEEP THE SITE DRY DURING CONSTRUCTION.
53	12010-X-X	<u>WEIR WALL</u> THIS ITEM INCLUDES ALL EQUIPMENT, MATERIAL, AND LABOR TO PREPARE AND CONSTRUCT THE WEIR WALL FURTHER DEFINED IN THE PLANS. INCIDENTAL TO THIS ITEM ARE ALL TRANSPORTATION, DELIVERY FEES, FREIGHT, AND ON-SITE ASSEMBLY REQUIRED FOR COMPLETE INSTALLATION OR OTHER COSTS ASSOCIATED WITH THE INSTALLATION. THIS ITEM SHALL INCLUDE ALL NECESSARY DEWATING AND PUMPING TO KEEP THE SITE DRY DURING CONSTRUCTION.
54	12010-X-X	<u>ACRYLIC COURT SURFACING</u> THIS ITEM SHALL INCLUDE ALL EQUIPMENT, LABOR, AND MATERIALS NEEDED TO INSTALL PICKLEBALL COURT SURFACING,. THIS SHALL BE AN ACRYLIC COURT FINISH SYSTEM CONSISTING OF TWO (MIN.) ACRYLIC FILLER COATS AND TWO ACRYLIC FINISH COLOR COATS AND PERMANENT COURT LINING. LIST OF ACCEPTABLE MANUFACTURERS ON SHEET B.02.
55	12010-X-X	<u>PICKLEBALL NET AND POST SYSTEM</u> THIS ITEM SHALL INCLUDE ALL LABOR, EQUIPMENT, AND MATERIALS TO FURNISH AND INSTALL THE PICKLEBALL EQUIPMENT, AS SHOWN ON THE PLANS. SEE SUPPLIMENTAL SPECIFICATIONS. POST FOOTINGS, INCLUDING EXCAVATION, CONCRETE AND BACKFILL ARE INCIDENTAL TO THIS ITEM.
56	12010-X-X	<u>VOLLEYBALL NET AND POST SYSTEM</u> THIS ITEM SHALL INCLUDE ALL LABOR, EQUIPMENT, AND MATERIALS TO FURNISH AND INSTALL THE VOLLEYBALL NET AND POST EQUIPMENT, AS SHOWN ON THE PLANS. SEE SUPPLIMENTAL SPECIFICATIONS. POST FOOTINGS, INCLUDING EXCAVATION, CONCRETE AND BACKFILL ARE INCIDENTAL TO THIS ITEM. REFER TO DETAIL ON B.01. CONTRACTOR TO PROVIDE THE GROUND SLEEVE FOR THE NET TO BE INSTALLED IN THE FOOTING, PER MANUFACTURER'S REQUIREMENTS. FOOTINGS ARE TO BE INSTALLED PRIOR TO ARTIFICIAL TURF SURFACING. THE UNIT PRICE FOR THIS ITEM INCLUDES ALL MATERIALS, EQUIPMENT, AND LABOR REQUIRED TO CONSTRUCT THE FOOTINGS. ITEM SHALL BE MEASURED AND PAID BY EACH FOOTING INSTALLED.
57	12010-X-X	<u>ARTIFICIAL TURF SURFACING</u> ASTROTURF PGPN 5MM ARTIFICIAL TURF SHALL BE INSTALLED AS THE SURFACING FOR THE VOLLEYBALL COURT. A SHOCK ABSORBING PGPN 5MM PAD SHALL BE INSTALLED. VIRGIN CRUMB RUBBER INFILL SHALL BE ADDED AT MANUFACTURER'S RECOMMENDED RATE. A BASE OF 4" THICK 3/4" CLEAN STONE, AND 2" THICK 3/8" CLEAN AGGREGATE SHALL BE INSTALLED PER DETAIL ON B.01. NAILER BOARDS SHALL BE INSTALLED AROUND THE PERIMETER AS SHOWN ON B.01. THE ARTIFICIAL TURF SHALL BE COLORED GREEN HAVE STRIPING FOR THE VOLLEYBALL COURT COLORED IN WHITE. SEE SHEET B.04 FOR DIMENSIONS AND DETAILS ON THE STRIPING LAYOUT. INFILL, BASE AGGREGATES, GEOTEXTILE FABRIC, NAILER BOARDS, AND STRIPING ARE ALL INCIDENTAL TO THIS BID ITEM. SHOP DRAWINGS AND INFORMATION SUBMITTALS TO BE PROVIDED TO ENGINEER AND LANDSCAPE ARCHITECT FOR REVIEW ON MATERIALS USED IN ARTIFICIAL TURF ASSEMBLY, INCLUDING, BUT NOT LIMITED TO NAILER BOARDS, FASTENERS, TURF PRODUCT, PADDING, TURF SEAMING, INFILL, AND PADDING. THE UNIT PRICE FOR THIS ITEM INCLUDES ALL MATERIALS, EQUIPMENT, AND LABOR REQUIRED TO INSTALL THE ARTIFICIAL TURF. THE ITEM SHALL BE MEASURED AND PAID PER SQUARE YARD OF ARTIFICIAL TURF INSTALLED.
58	12010-X-X	<u>SPORT COURT LIGHTING</u> INCLUDES ALL LABOR, MATERIAL, AND EQUIPMENT NECESSARY FOR FURNISHING AND COMPLETE INSTALLATION OF ALL COMPONENTS FOR THE PICKLEBALL COURTS, VOLLEYBALL COURT, AND BASKETBALL COURT LIGHTING AS INDICATED IN THE DRAWINGS. MEASUREMENT AND PAYMENT SHALL BE LUMP SUM. ALL LIGHT POLES, FOOTINGS, ELECTIONAL CABINETS, CONNECTIONS, LIGHT FIXTURES AND PHOTOCELLS, CONTROLS, CONDUIT AND WIRING, HANDHOLES, BREAKERS, TRENCHING, EXCAVATION AND BACKFILL, ARE CONSIDERED INCIDENTAL TO THIS ITEM. ALL ELECTIONAL WORK TO BE COMPLETED BY A LICENSED ELECTRICIAN.

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CITY OF MARSHALLTOWN, IOWA
RIVERVIEW PARK PHASE 1

NOTES

SHEET

C.03

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ESTIMATE REFERENCE INFORMATION (ALTERNATE A)		
ITEM NO.	ITEM CODE	DESCRIPTION
A1	2010-A	<u>CLEARING AND GRUBBING</u> THIS BID ITEM SHALL INCLUDE REMOVAL OF TREES AND STUMPS AS IDENTIFIED ON PLANS. ALL SHRUB REMOVAL SHALL BE INCIDENTAL TO THIS ITEM. CONTRACTOR SHALL PROTECT ALL TREES AND OTHER PLANT MATERIAL NOT MARKED AS REMOVAL. INSTALLATION OF TREE PROTECTION WILL BE PAID FOR SEPARATELY.
A2	2010-D-1	<u>TOPSOIL, ON-SITE, 8 INCH</u> TOPSOIL WITHIN THE GRADING LIMITS OF THE PROJECT SHALL BE STRIPPED, SALVAGED, AND RESPREAD AT A MINIMUM DEPTH OF 6". ITEM INCLUDES HAULING OFF-SITE TO STORE AND HAULING BACK IN IF NEEDED. SALVAGED TOPSOIL SHALL REMAIN IN THE PARK UNLESS AGREEMENTS MADE WITH THE PROPERTY OWNER. CONTRACTOR TO PAY FOR RESTORATION COST IF LOCATED OUTSIDE OF THE RIGHT OF WAY.
A3	2010-E	<u>EXCAVATION, CLASS 10</u> THIS ITEM SHALL INCLUDE THE REMOVAL OF EXISTING SOIL, HAULING, DISPOSAL/EXPORT AND RE-GRADING AS PER PLAN TO FACILITATE ALL PROPOSED SECTIONS. ALL BORROW SHALL BE PROVIDED BY THE CONTRACTOR. EXCESS OR UNSUITABLE EXCAVATED MATERIAL WILL BECOME PROPERTY OF THE CONTRACTOR AND WILL BE HAULED OFF-SITE INCIDENTAL TO THE ITEM. NO ADDITIONAL PAYMENT WILL BE ALLOWED FOR OVERHAUL OF WASTE. TOPSOIL SHALL BE PLACED AND SPREAD TO A MINIMUM THICKNESS OF 6" IN ALL DISTURBED TURF AREAS AND PAID FOR AS TOPSOIL, ON-SITE. RAW EARTHWORK QUANTITIES ARE FOR INFORMATIONAL PURPOSES ONLY ARE A COMPARISON OF EXISTING CONDITIONS AND PROPOSED CONDITIONS AND MAY INCLUDE MATERIALS AND OPERATIONS PAID FOR UNDER OTHER BID ITEMS E.G. PAVEMENT REMOVAL, STORM SEWER TRENCHED, PCC PAVEMENT, SUBBASE, TOPSOIL, COMPOST AMENDMENT, ETC. MEASUREMENT WILL NOT BE MADE AND QUANTITY PAID WILL BE ON A PERCENT OF ITEM COMPLETE.
A4	2010-J	<u>SUBBASE, MODIFIED, 4 INCHES</u> THIS ITEM INCLUDES ALL TESTING, LABOR, MATERIAL, AND EQUIPMENT TO PLACE 4" MODIFIED SUBBASE AS INDICATED IN THE DOCUMENTS FOR THE SIDEWALKS. CONTRACTOR SHALL PLACE 4" MODIFIED SUBBASE BELOW ALL AREAS OF SLAB WITH IT EXTENDING 1' BEYOND EDGE. SUBGRADE SHALL BE PROOF-ROLLED PRIOR TO PLACEMENT OF SUBBASE AND WITNESSED BY THE ENGINEER.
A5	7010-I	<u>PCC PAVEMENT SAMPLES AND TESTING</u> A. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL REQUIRED CONCRETE TESTING PER IDOT AND SUDAS SECTION 7030.3.11. B. THIS ITEM SHALL INCLUDE TESTING FOR ALL CONCRETE POURED ON THE SITE.
A6	7030-A-3	<u>REMOVAL OF VOLLEYBALL COURT</u> ALL REMOVALS TO BE MARKED AND MEASURED BY THE ENGINEER. FULL DEPTH SAW CUTS ALONG THE REMOVAL LIMITS ARE INCIDENTAL TO THIS ITEM. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADDITIONAL REMOVAL, EARTHWORK, SUBGRADE PREPARATION, MODIFIED SUBBASE AND PAVING EXPENSES DUE TO DAMAGED EDGES. ADDITIONAL REMOVAL TO BE DETERMINED BY ENGINEER. PAYMENT SHALL BE MADE FOR THE AREA OF PAVEMENT REMOVED REGARDLESS OF THICKNESS.
A7	7030-E	<u>SIDEWALK, PCC, 5 INCH</u> A. CONCRETE SHALL BE A C-4 MIX WITH A MINIMUM COMPRESSIVE STRENGTH OF 4,000 PSI. B. AREAS NOT MEETING THIS REQUIREMENT SHALL BE SUBJECT TO REPAIRS, REPLACEMENT OR REDUCED PAYMENT AS DETERMINED BY THE ENGINEER AND TEST RESULTS WILL REPRESENT ALL CONCRETE PLACED IN THE SAME LOT. COLD WEATHER CONCRETE WILL BE CONSIDERED INCIDENTAL IF REQUIRED. CRACKED PANELS SHALL BE REMOVED AND REPLACED AT THE CONTRACTORS EXPENSE UNLESS, IN THE JUDGMENT OF THE ENGINEER, THE CRACK CAN BE ROUTED AND SEALED. C. VARIATIONS IN THICKNESS AND WIDTH AND NECESSARY REBAR SHALL BE CONSIDERED INCIDENTAL TO THIS ITEM. D. CONCRETE TESTING SHALL BE PROVIDED BY THE CONTRACTOR
A8	9010-B	<u>SEEDING, FERTILIZING, AND MULCHING FOR HYDRAULIC SEEDING TYPE 1 - PERMANENT LAWN</u> SEED ALL AREAS DISTURBED BY CONSTRUCTION AS INDICATED ON PLANS. THE COST FOR WATERING UNTIL SEED ESTABLISHMENT IS ACCEPTED SHALL BE CONSIDERED INCIDENTAL TO THIS ITEM. ROCK PICKING, FINISH GRADING, SEED BED PREP AND RESEEDING ARE CONSIDERED INCIDENTAL TO THIS ITEM. SEED AND FERTILIZER SHALL BE APPLIED PRIOR TO MULCHING. THE CONTRACTOR IS RESPONSIBLE FOR MOWING AND MAINTAINING SEEDED AREAS UNTIL THE PROJECT IS ACCEPTED BY THE OWNER. SEEDING OF AREAS DISTURBED OUTSIDE OF THE CONSTRUCTION LIMITS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AT NO ADDITIONAL COST TO OWNER. THE SEEDING RATE SHALL BE AT LEAST 260 LBS/ACRE. APPLY A 6-24-24, NITROGEN, PHOSPHATE, POTASH, COMMERCIAL FERTILIZER OR EQUIVALENT AT THE RATE OF 300 LBS PER ACRE. APPLY MULCHING PER MANUFACTURERS RECOMMENDATIONS. SEEDING AREAS ASSUMED FOR TWO APPLICATIONS OVER THE AREAS DISTURBED.
A9	9040-N-1	<u>SILT FENCE OR SILT FENCE DITCH CHECK INSTALLATION AND REMOVAL</u> THIS ITEM INCLUDES ALL LABOR, MATERIALS, AND EQUIPMENT TO FURNISH, INSTALL, AND MAINTAIN SILT FENCE AS NECESSARY TO PREVENT LOSS OF SOILS THROUGH EROSION. REMOVAL OF ACCUMLATED SEDIMENT DURING THE PROJECT AND ITS PROPER DISPOSAL ALONG WITH REMOVAL OF THE ITEM AFTER FINAL STABILIZATION HAS BEEN ACHIEVED SHALL BE CONSIDERED INCIDENTAL TO THIS ITEM.
A10	9060-F	<u>TEMPORARY FENCE, ORANGE PLASTIC</u> THIS ITEM IS FOR ALL LABOR, EQUIPMENT, AND MATERIAL REQUIRED TO INSTALL, MAINTAIN, AND REMOVE A PERIMETER SAFETY FENCE AROUND THE CONSTRUCTION SITE. FENCE SHALL BE MAINTAINED THROUGH THE DURATION OF THE PROJECT AND ONLY REMOVE UPON FINAL ACCEPTANCE OF ESTABLISHED SEEDING BY OWNER AND/OR ENGINEER. THIS ITEM SHALL ALSO INCLUDE THE TREE PROTECTION FENCING. SEE SUPPLEMENTAL SPECIFICATIONS FOR TREE PROTECTION IN CONTRACT DOCUMENTS.
A11	11020-A	<u>MOBILIZATION - ALTERNATE A</u> THIS ITEM IS FOR ALL PREPARATORY WORK AND COSTS INCURRED BEFORE BEGINNING THE WORK ON THE PROJECT AND DURING THE PROJECT. THIS ITEM SHALL ALSO INCLUDE THE COSTS FOR ANY STAGED CONSTRUCTION AND EQUIPMENT SET UP TO COMPLETE THE WORK. NO CHANGE IN CONTRACT PRICE WILL BE MADE FOR ANY COMBINATION OF ADD/ALTERNATES ADDED TO THE CONTRACT. THIS ITEM TO BE PAID PER SUDAS 11,020-108-A.
A12	11050-A	<u>CONCRETE WASHOUT</u> THIS ITEM IS FOR ALL EQUIPMENT, LABOR AND MATERIAL NECESSARY FOR PROVIDING CONCRETE WASHOUT FACILITIES DURING CONSTRUCTION AND DISPOSING OF WASTE IN ACCORDANCE TO LOCAL REGULATIONS. WASHING OUT ON GRADE IS STRICTLY PROHIBITED.



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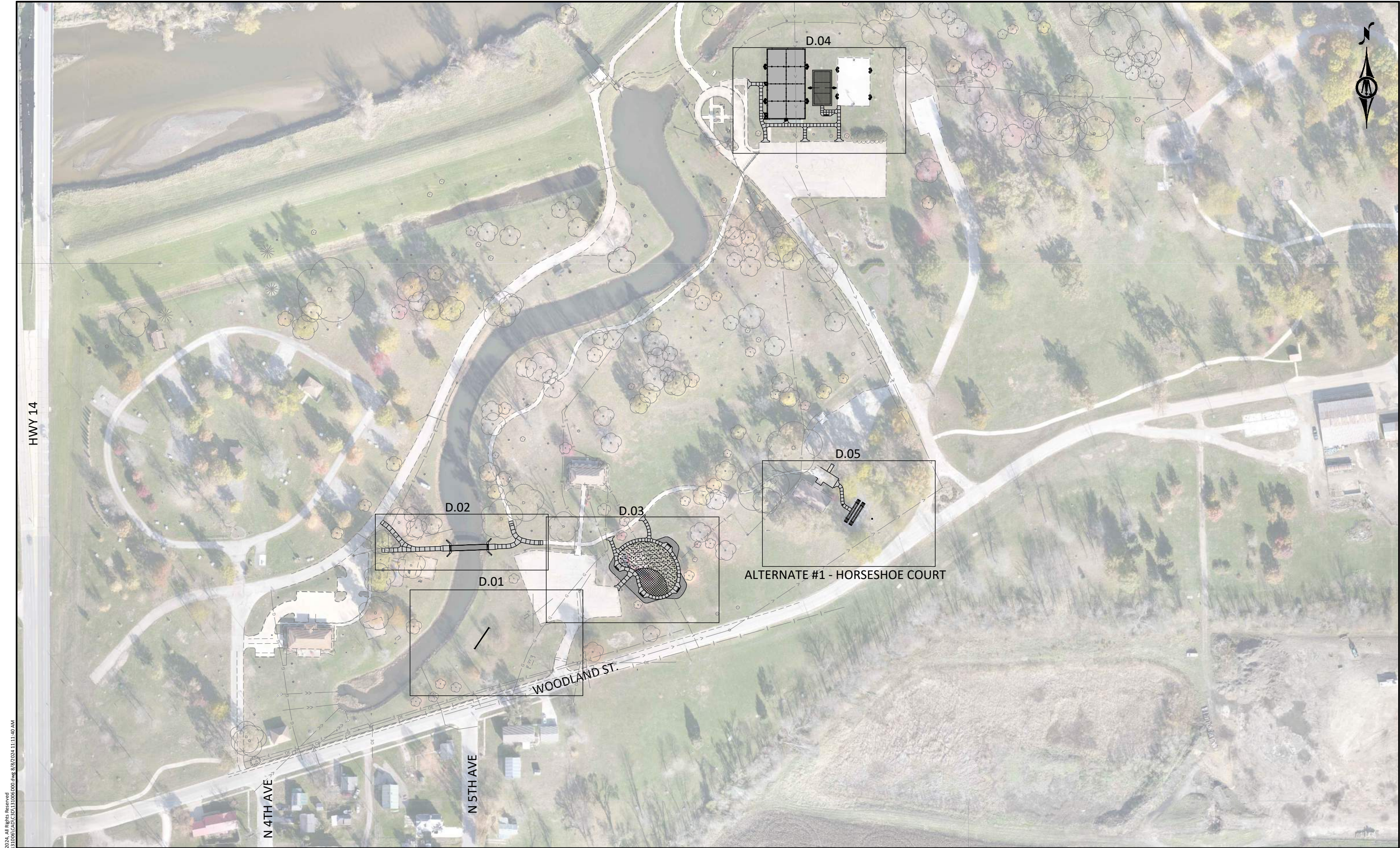
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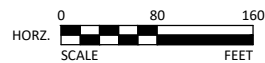
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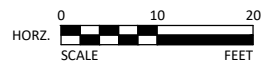
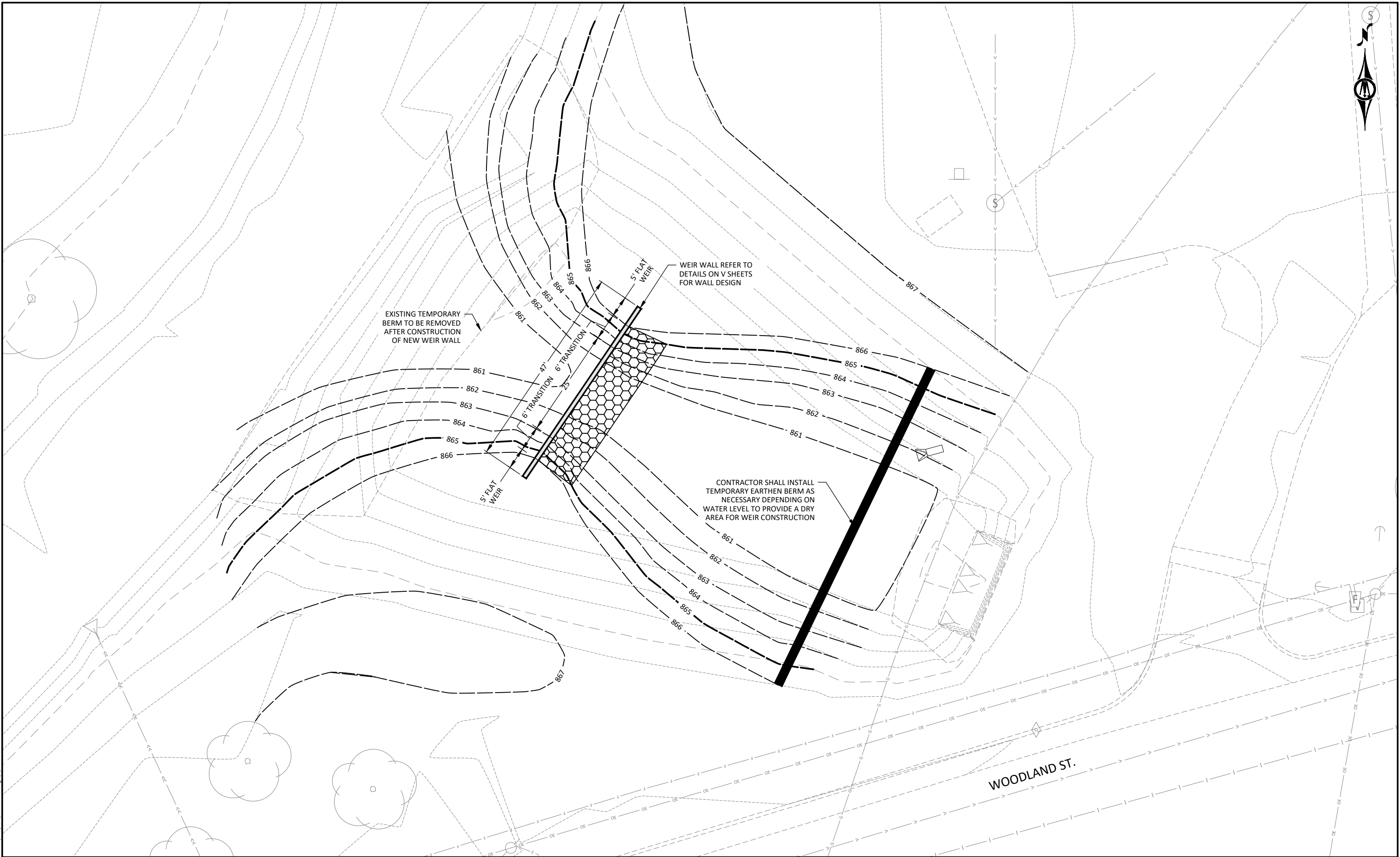
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OVERALL LAYOUT

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RIVERVIEW PARK PHASE 1

FOREBAY LAYOUT

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PLAYGROUND EQUIPMENT NOTES:
MANUFACTURER: MIDWEST PLAYSCAPES
CONTACT : AUSTIN TASLER
515-554-6628
AUSTIN@MIDWESTPLAYSCAPES.COM

ALL COLOR AND AVAILABLE OPTIONS TO BE SUBMITTED TO OWNER FOR APPROVAL.

ALL PLAYGROUND SURFACING TO BE INSTALLED BY CONTRACTOR. PLAYGROUND EQUIPMENT TO BE INSTALLED BY PLAYGROUND MANUFACTURER. CONTRACTOR TO COORDINATE SURFACING INSTALLATION WITH PLAYGROUND MANUFACTURER. INSTALL PLAYGROUND SURFACING PER MANUFACTURER SPECIFICATIONS.

- PAVEMENT, PCC, 5 INCH
- ENGINEERED WOOD FIBER PLAYGROUND SURFACING
- POURED IN PLACE PLAYGROUND SURFACING
- LANDSCAPE BED

HORZ. SCALE
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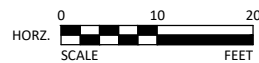
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RIVERVIEW PARK PHASE 1
PLAYGROUND LAYOUT

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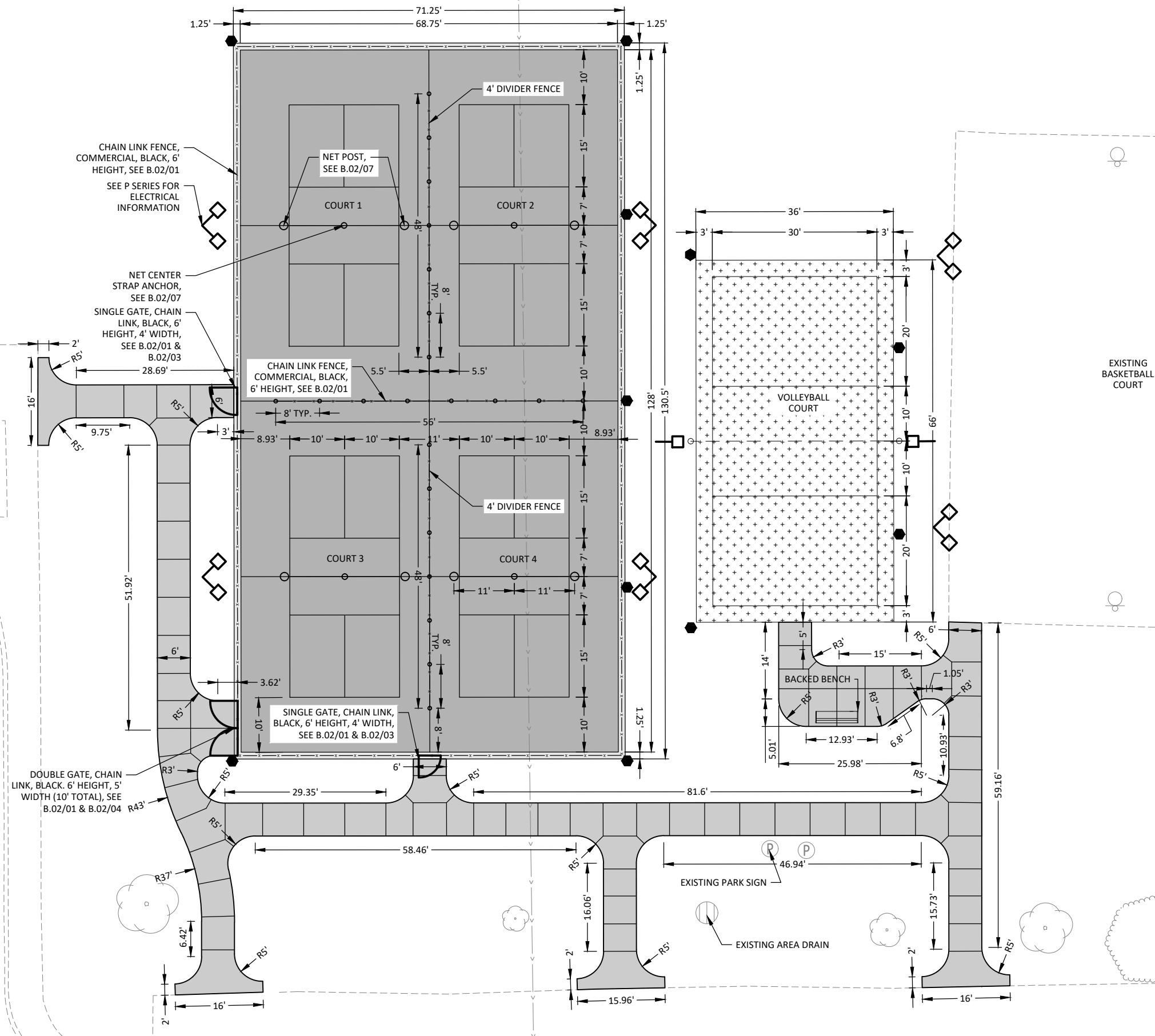


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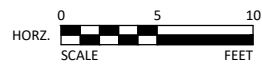
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RIVERVIEW PARK PHASE 1
PICKLEBALL COURT LAYOUT

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RIVERVIEW PARK PHASE 1

ALTERNATE #1 - HORSEHOE COURT - LAYOUT PLAN

SHEET

D.05

LEGEND

-  PAVEMENT, PCC, 5 INCH
-  CLAY, TYPICAL, 6 INCH

HORSE SHOE COURTS, SEE B.04

CENTER PROPOSED WALK ON EXISTING PATIO

16'
2'
R5'
R0'

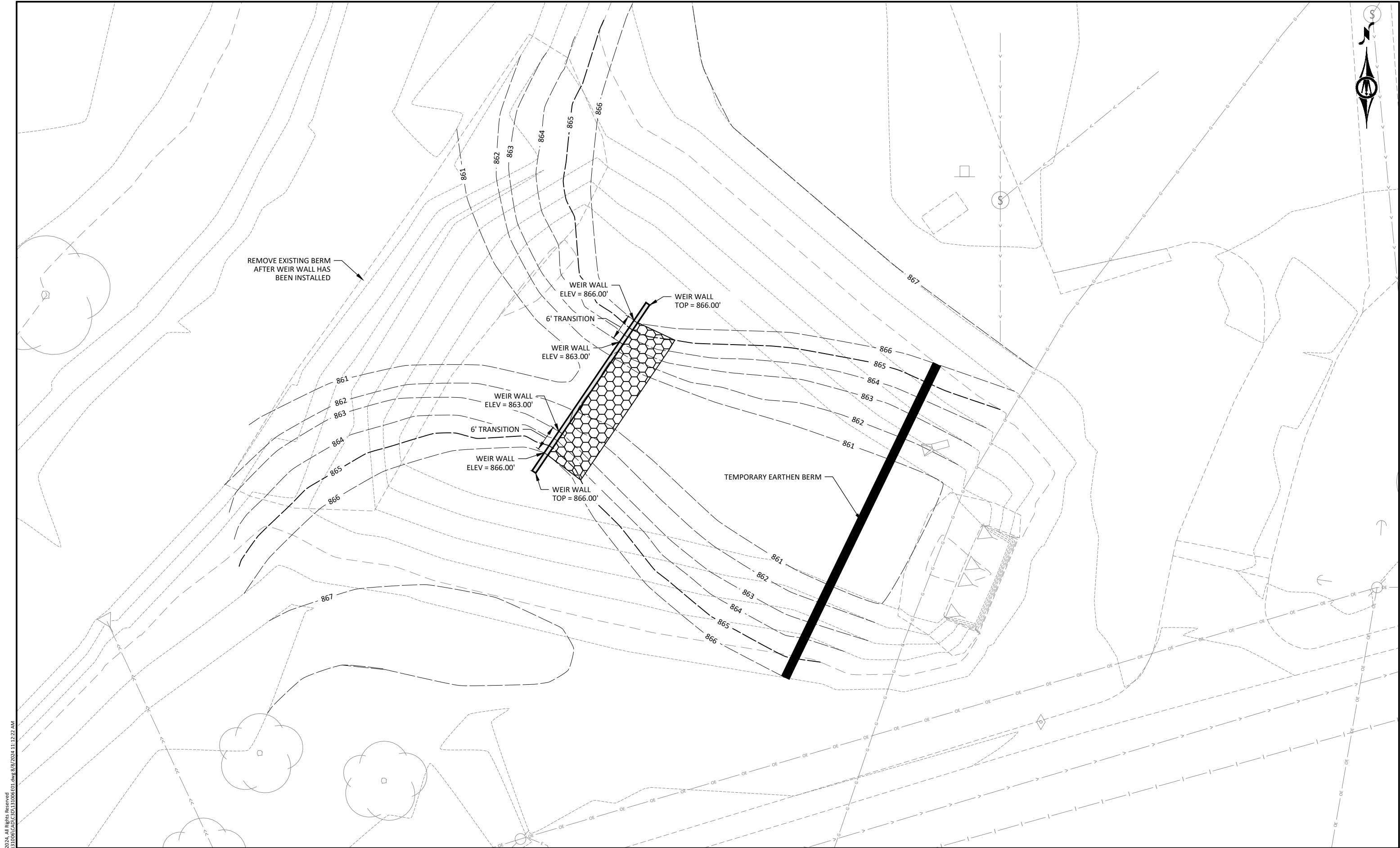
23.28'
6'

R7'
13.1'

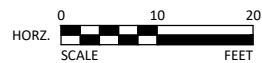
6'
4'
6'

48'





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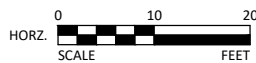
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CITY OF MARSHALLTOWN, IOWA
RIVERVIEW PARK PHASE 1
FOREBAY - GRADING PLAN

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E.01

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BRIDGE NOTES:
REFER TO S SHEETS FOR ALL BRIDGE
AND FOOTING ELEVATIONS.



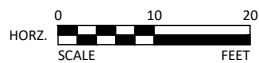
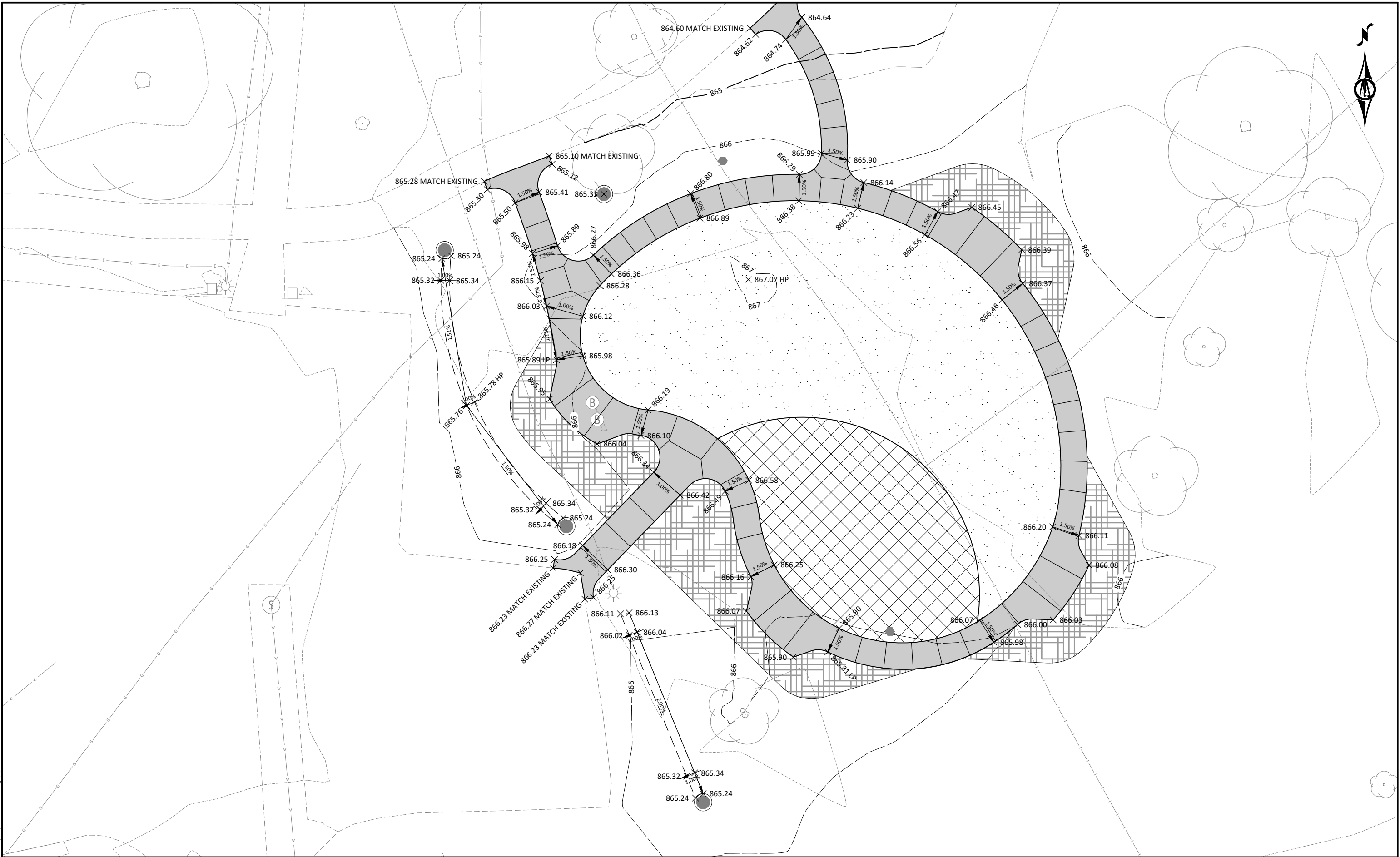
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CITY OF MARSHALLTOWN, IOWA
RIVERVIEW PARK PHASE 1
BRIDGE - GRADING PLAN

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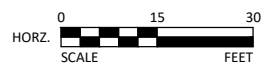
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CITY OF MARSHALLTOWN, IOWA
RIVERVIEW PARK PHASE 1
PLAYGROUND - GRADING PLAN

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E.03

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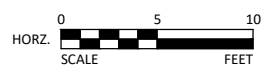
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CITY OF MARSHALLTOWN, IOWA
RIVERVIEW PARK PHASE 1
PICKLEBALL COURT - GRADING PLAN

SHEET
E.04



***NOTE: CONTRACTOR TO VERIFY EXISTING ELEVATIONS BEFORE CONSTRUCTION**



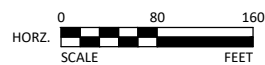
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CITY OF MARSHALLTOWN, IOWA
RIVERVIEW PARK PHASE 1
ALTERNATE #1 - HORSEHOE COURT - GRADING PLAN

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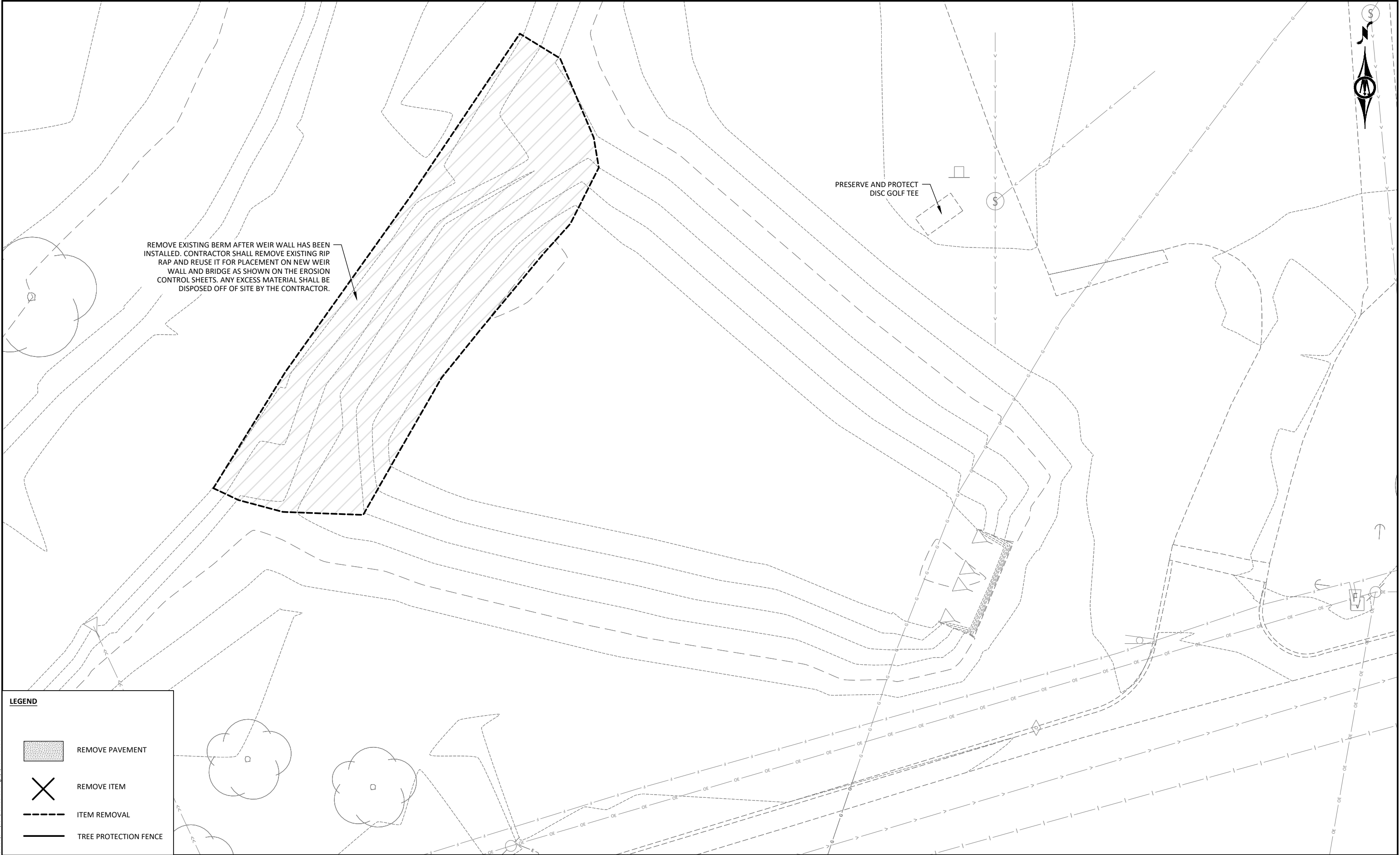
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CITY OF MARSHALLTOWN, IOWA
RIVERVIEW PARK PHASE 1
OVERALL REMOVAL PLAN

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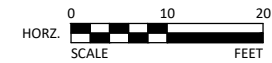
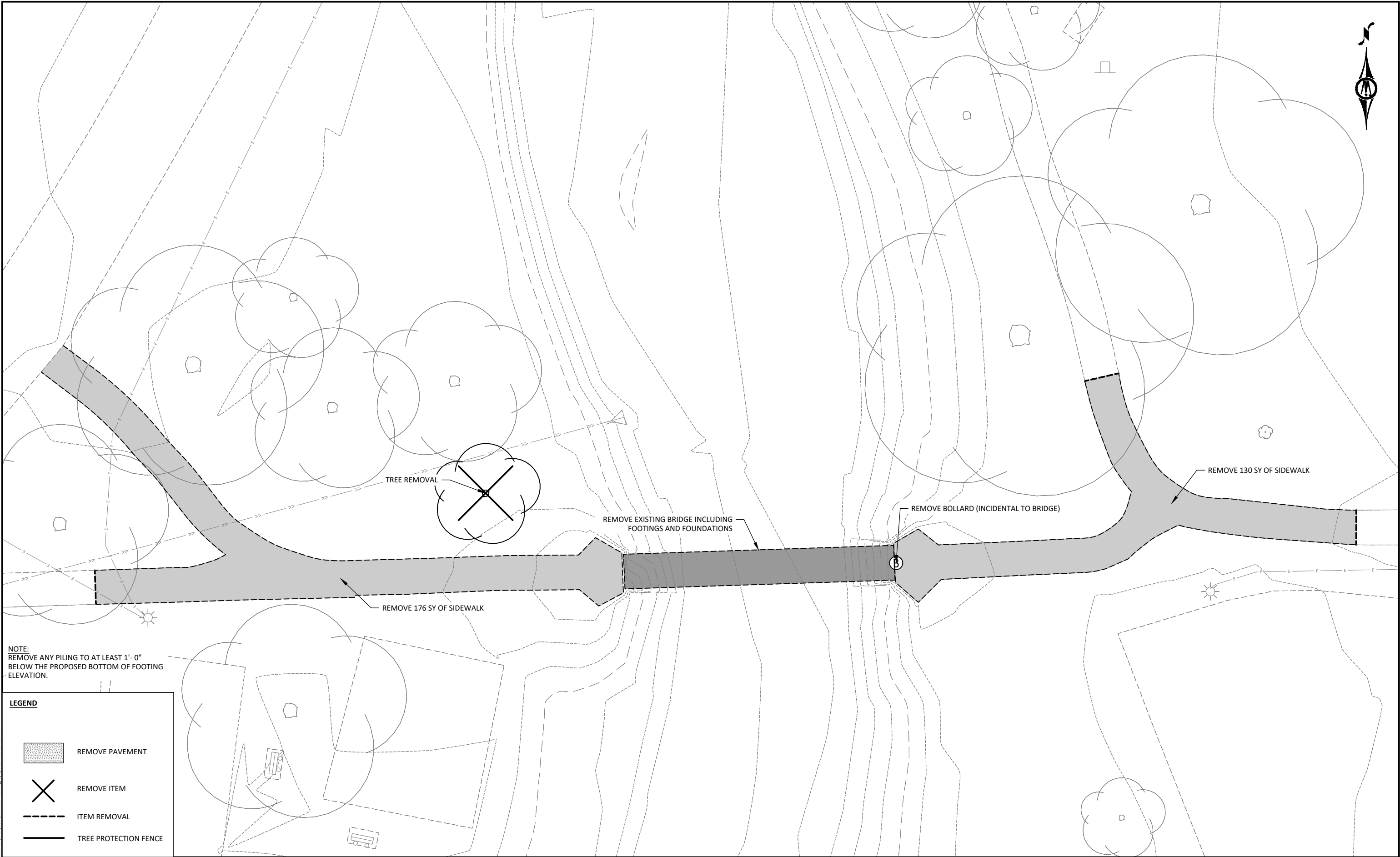
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	REMOVE PAVEMENT
	REMOVE ITEM
	ITEM REMOVAL
	TREE PROTECTION FENCE

HORZ. SCALE 0 10 20 FEET

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	CHECKED GAB					
	CLIENT PROJ. NO. 0T6.131006					
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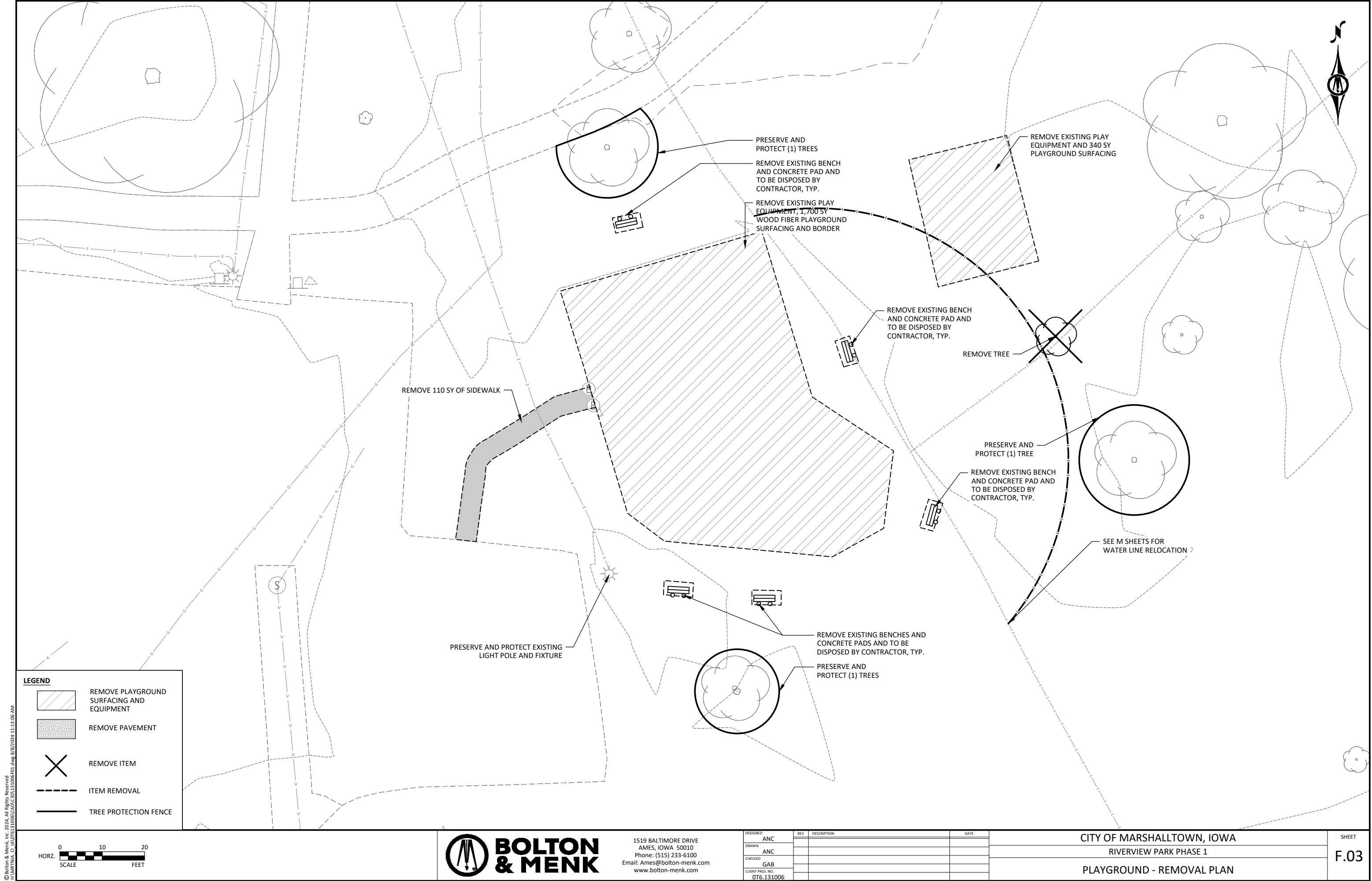


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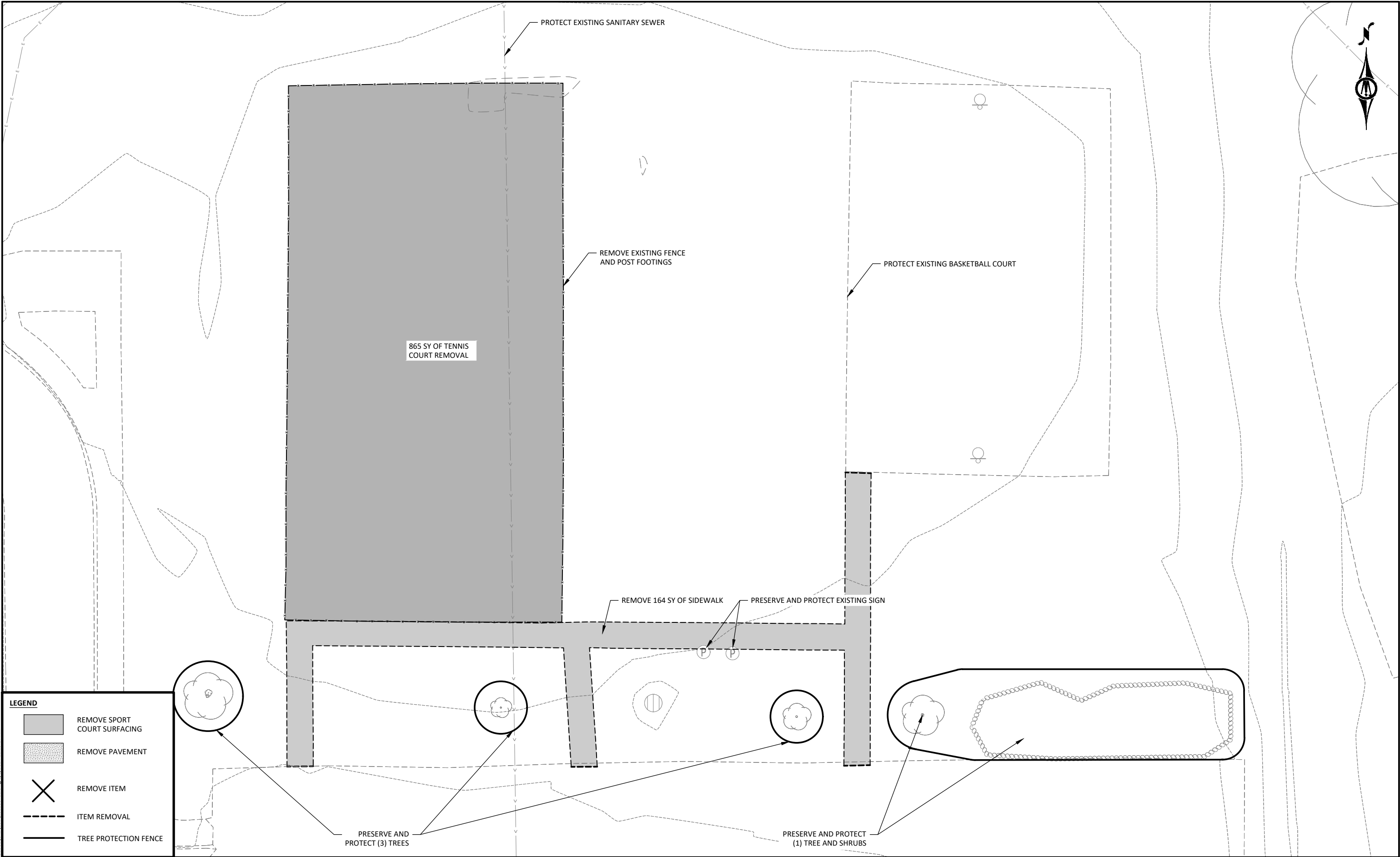
CITY OF MARSHALLTOWN, IOWA
RIVERVIEW PARK PHASE 1
BRIDGE - REMOVAL PLAN

SHEET
F.02



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LEGEND

- REMOVE SPORT COURT SURFACING
- REMOVE PAVEMENT
- REMOVE ITEM
- ITEM REMOVAL
- TREE PROTECTION FENCE

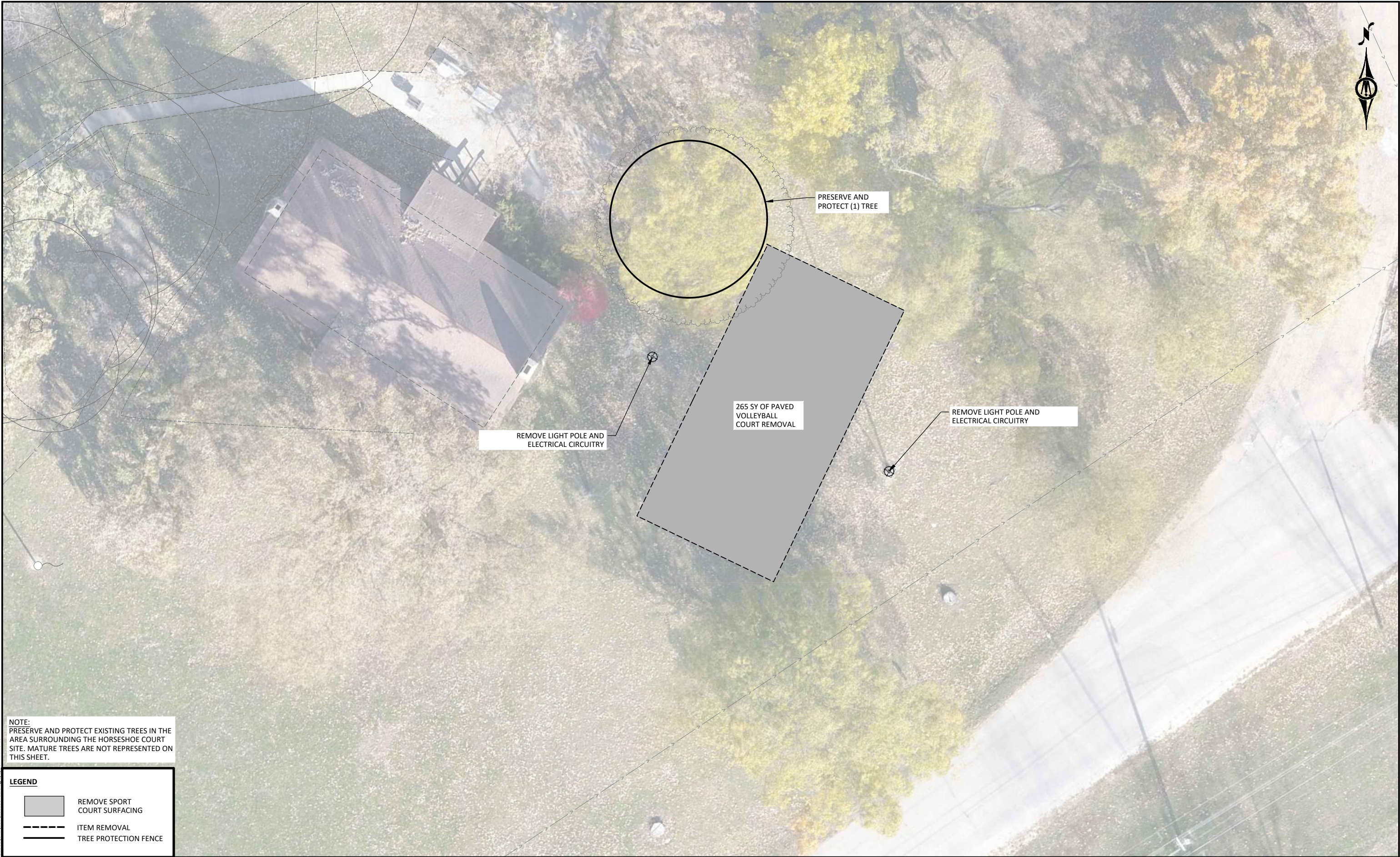


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CITY OF MARSHALLTOWN, IOWA
RIVERVIEW PARK PHASE 1
TENNIS COURT - REMOVAL PLAN

SHEET
F.04



NOTE:
PRESERVE AND PROTECT EXISTING TREES IN THE
AREA SURROUNDING THE HORSESHOE COURT
SITE. MATURE TREES ARE NOT REPRESENTED ON
THIS SHEET.

LEGEND

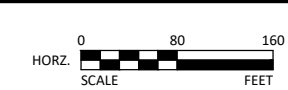
REMOVE SPORT COURT SURFACING

ITEM REMOVAL

TREE PROTECTION FENCE

POINT LAT/LONG DATA				
POINT NUMBER	NORTH	EAST	ELEVATION	RAW DESCRIPTION
502	7860738.52	19476096.62	866.520	VFCP
5000	7860757.69	19476280.48	865.816	VFCP
5001	7860645.46	19475724.11	866.425	VFCP
5006	7860893.12	19475782.35	867.820	VFCP
5007	7861158.30	19476004.12	867.570	VFCP
5008	7861114.48	19476043.74	867.660	VFCP
5502	7862215.42	19476604.88	875.580	VFCP
5503	7861900.79	19476309.27	875.710	VFCP
5504	7861784.78	19476118.66	876.420	VFCP
5506	7861662.34	19476224.69	866.730	VFCP

HWY 14



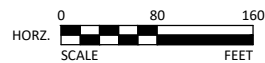
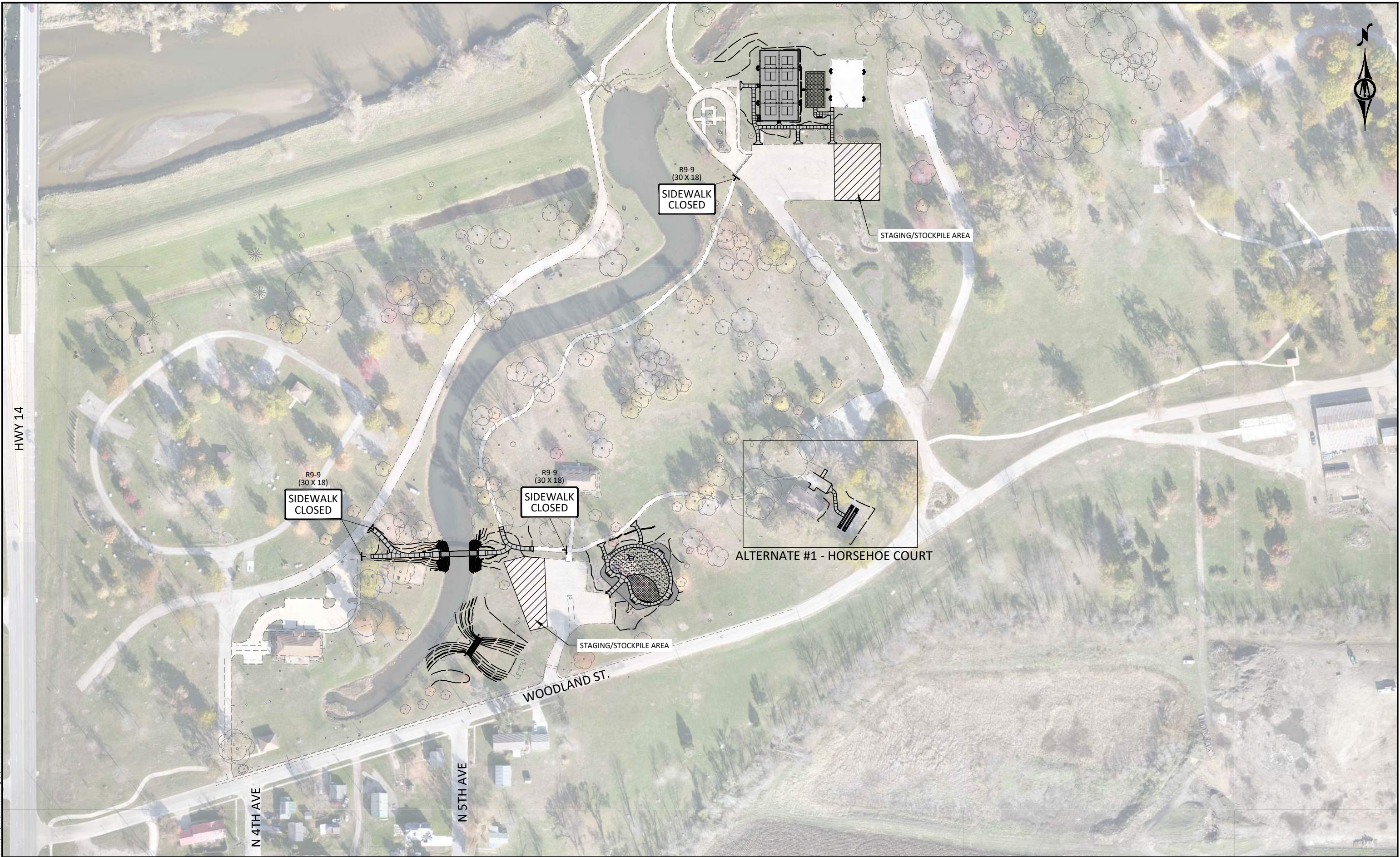
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CITY OF MARSHALLTOWN, IOWA
RIVERVIEW PARK PHASE 1
CONTROL POINTS & ALIGNMENTS

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G.01

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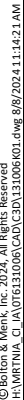
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RIVERVIEW PARK PHASE 1

STAGING PLAN

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J.01



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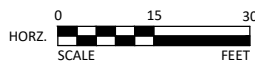
HORZ.

SCALE

FEET

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CITY OF MARSHALLTOWN, IOWA
RIVERVIEW PARK PHASE 1

M - UTILITY SHEETS

SHEET

M.02

LIGHTING/ELECTRICAL NOTES:

1. LIGHTING AND ELECTRICAL PLAN IS SHOWING DESIGN INTENT AND IS FOR BIDDING PURPOSES ONLY. CONTRACTOR SHALL SUBMIT ELECTRICAL DRAWINGS SHOWING CONDUIT LAYOUT AND SLEEVING AS REQUIRED, STAMPED BY LICENSED ELECTRICIAN FOR ELECTRICAL SYSTEM COMPLETE. COORDINATE SLEEVE LOCATIONS WITH PAVING CONTRACTOR AND PLACE BEFORE PAVING OPERATIONS BEGIN.
2. ALL FEEDER AND BRANCH CIRCUITS SHALL CONTAIN AN EQUIPMENT GROUNDING CONDUCTOR SIZED ACCORDING TO THE N.E.C. THE CONDUIT SYSTEM SHALL NOT BE CONSIDERED AN ACCEPTABLE GROUND.
3. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH N.E.C., LOCAL, AND ALL OTHER APPLICABLE CODES.
4. CONDUIT SHALL BE 1.5" SCHEDULE 40 GRAY PVC OR APPROVED EQUAL.
5. POLE TOP MOUNTED LUMINAIRE:

A. LUMINAIRE: SLPMS25-50LT3 (HIGH SETTING), MANUFACTURED BY ATLAS LIGHTING PRODUCTS.

B. POLE TYPE 1: SHAFT TO BE SQUARE STEEL STRAIGHT POLE 4 X 7GA X 25 DRILL PATTERN 2 AT 90°. POWDER COATED FINISH, COLOR: BLACK

B. POLE TYPE 2: SHAFT TO BE SQUARE STEEL STRAIGHT POLE 4 X 7GA X 25 DRILL PATTERN 1. POWDER COATED FINISH, COLOR: BLACK

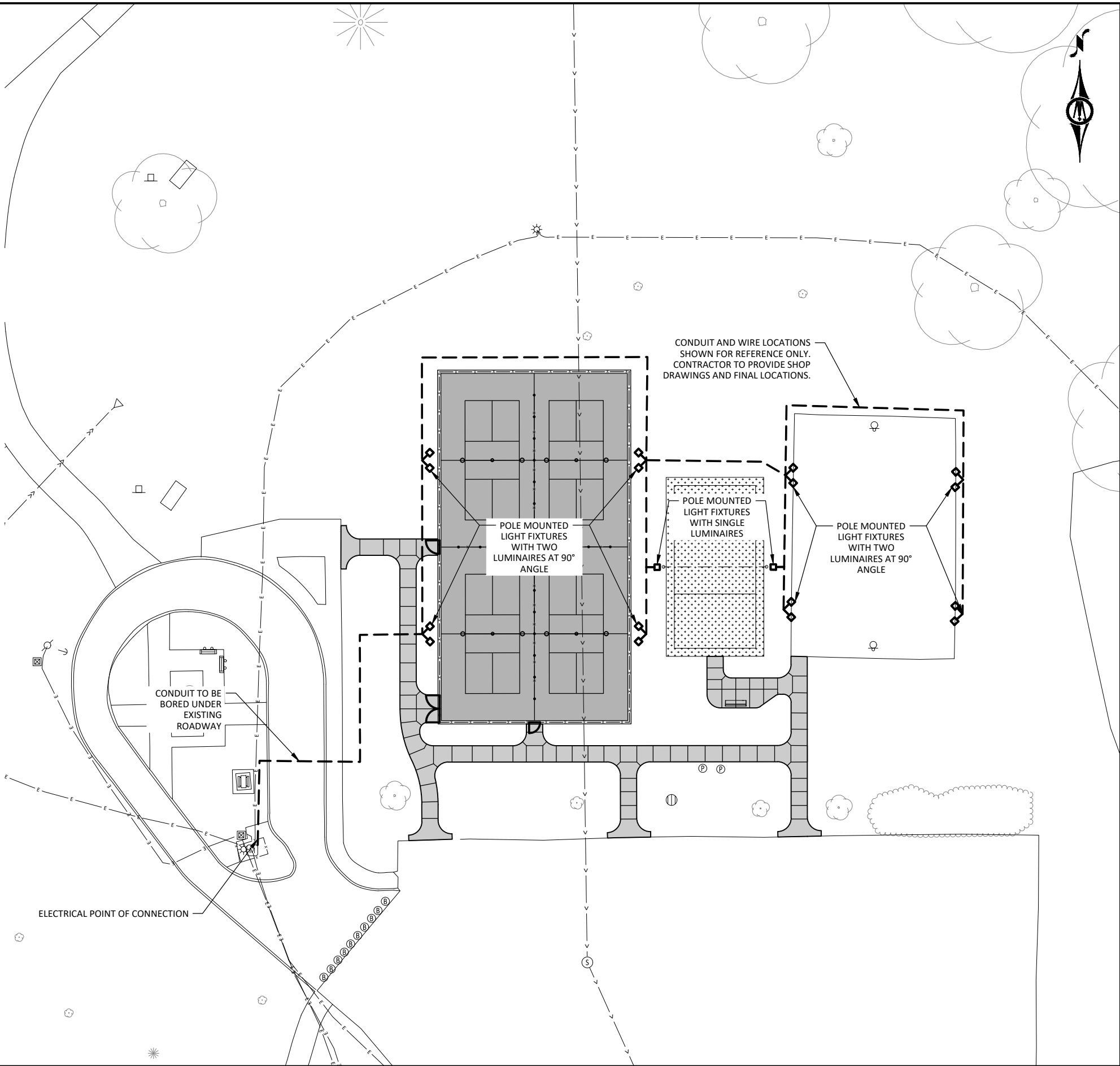
C. CONTROLS: TO BE A TWIST LOCK PHOTO CONTROL WITH BRACKET. CONTRACTOR SHALL SUBMIT PRODUCT INFO FOR APPROVAL. PROVIDE TIMER FOR SETTING HOURS OF OPERATION BY OWNER.

D. CONTACT: DAVE SORENSEN, SOLA SALES AGENCY, 319-212-4137

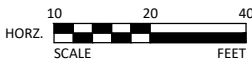
E. OR APPROVED EQUAL
13. METER PEDESTAL:

A. PRODUCT: U4322-O-5T9, MANUFACTURED BY MILBANK, 200 AMP, 240 VOLT, SINGLE PHASE

B. OR APPROVED EQUAL
14. CONTRACTOR SHALL INSTALL 1.5" SCHEDULE 40 CONDUIT FROM ELECTRICAL SOURCE TO EACH LIGHT POLE. CONDUIT LOCATION SHALL BE COORDINATED WITH ELECTRICAL ENGINEER AND OWNER . CONDUIT SHALL HAVE PULL STRING LEFT IN EACH CONDUIT FOR OWNER USE.



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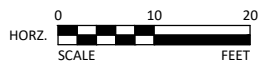
CITY OF MARSHALLTOWN, IOWA
RIVERVIEW PARK PHASE 1

LIGHTING PLAN

SHEET

P.01

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RIVERVIEW PARK PHASE 1

EROSION CONTROL PLAN - FOREBAY

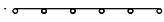
SHEET

R.01

EROSION CONTROL LEGEND

- CONSTRUCTION FENCE
- SF SILT FENCE
- SUDAS TYPE 1 (PERMANENT LAWN MIXTURE) SEED MIX
- SUDAS TYPE 2 (PERMANENT COOL SEASON MIXTURE FOR SLOPES AND DITCHES) SEED MIX
- WETLAND MIX
- EROSION STONE

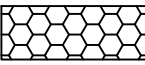
EROSION CONTROL LEGEND

 CONSTRUCTION FENCE

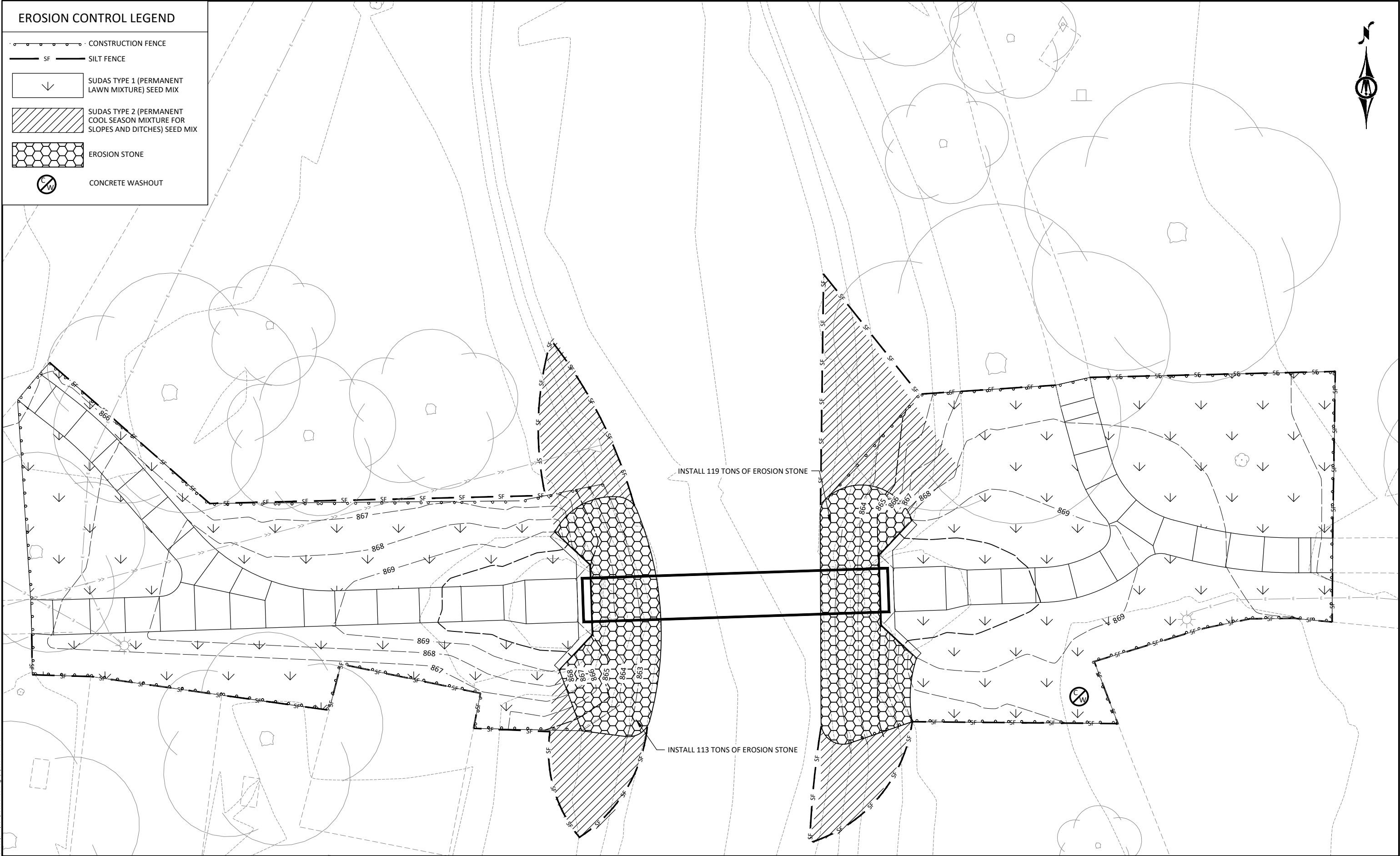
 SF SILT FENCE

 SUDAS TYPE 1 (PERMANENT LAWN MIXTURE) SEED MIX

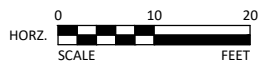
 SUDAS TYPE 2 (PERMANENT COOL SEASON MIXTURE FOR SLOPES AND DITCHES) SEED MIX

 EROSION STONE

 CONCRETE WASHOUT



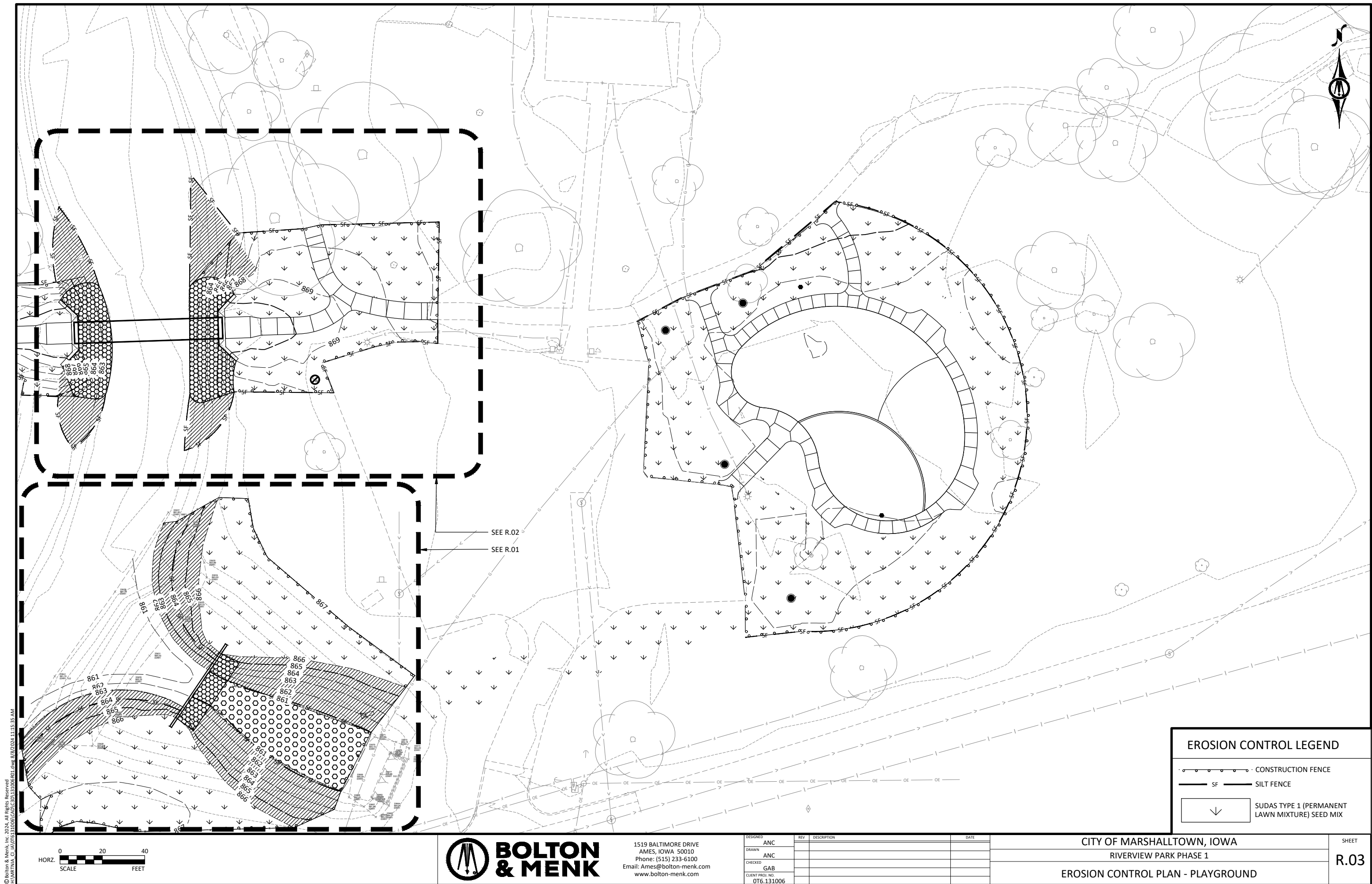
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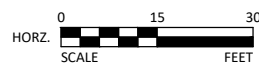
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CITY OF MARSHALLTOWN, IOWA	SHEET R.02
RIVERVIEW PARK PHASE 1	
EROSION CONTROL PLAN - BRIDGE	



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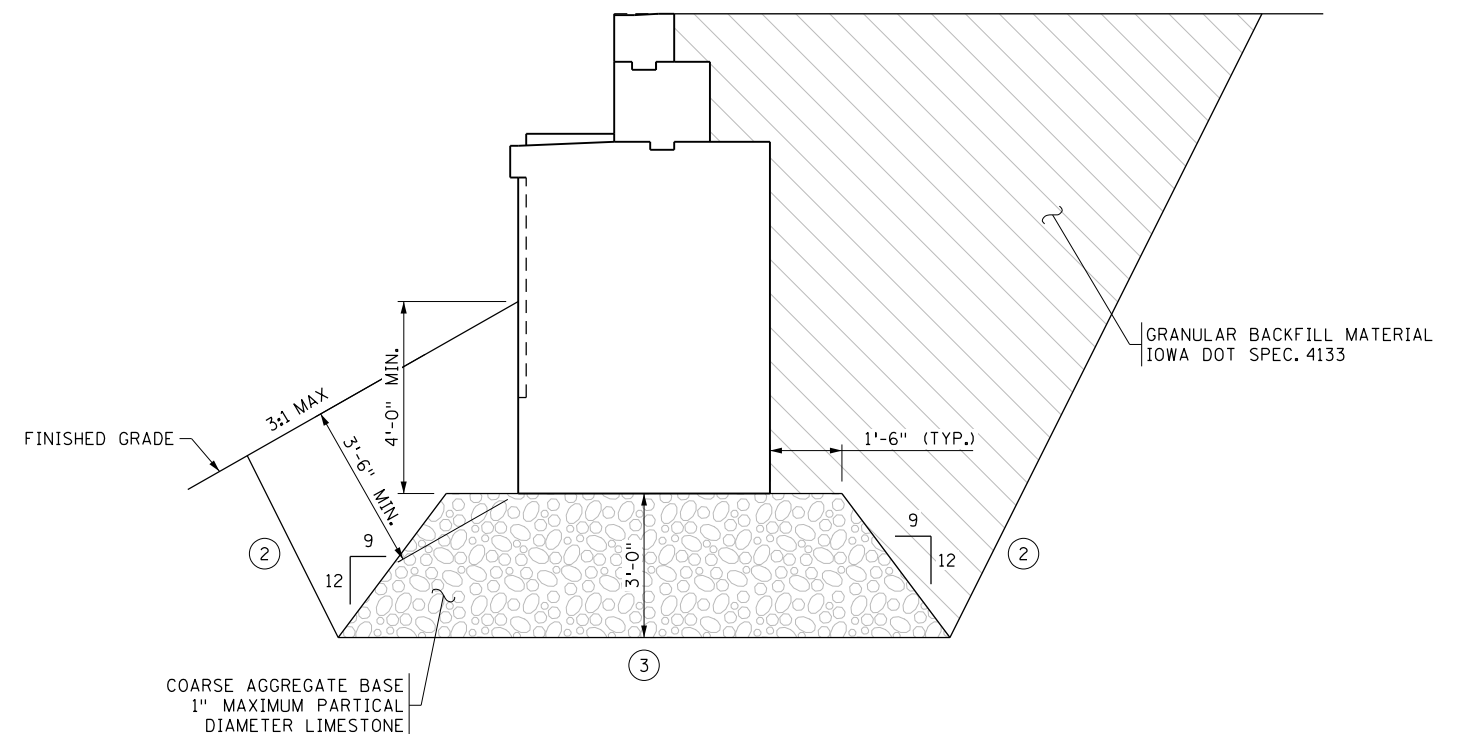
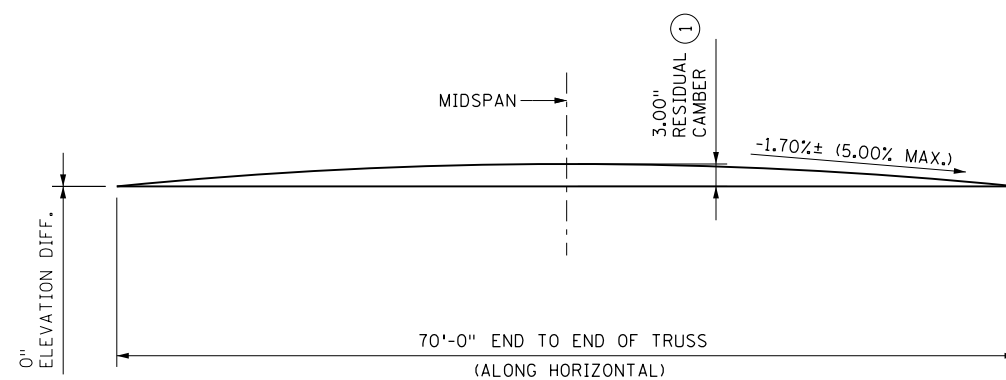
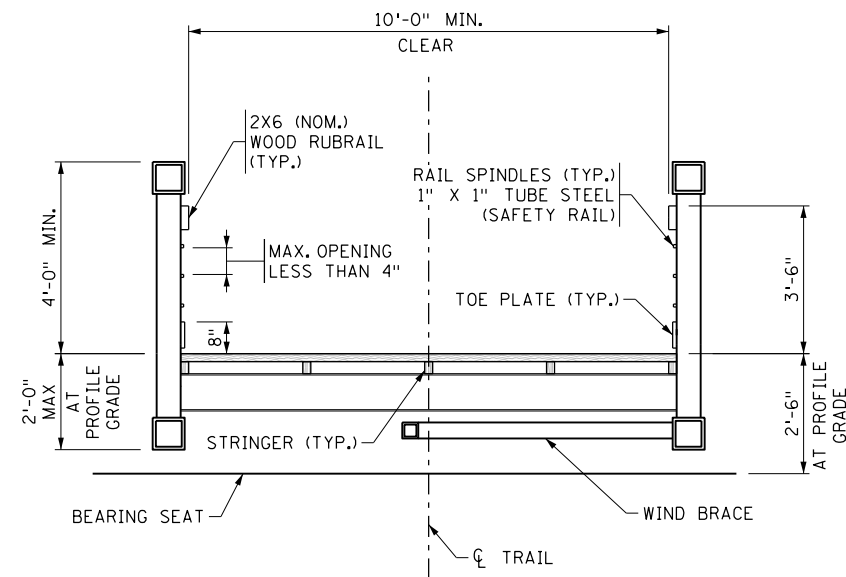
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RIVERVIEW PARK PHASE 1
EROSION CONTROL PLAN - PICKLEBALL COURT

SHEET
R.04

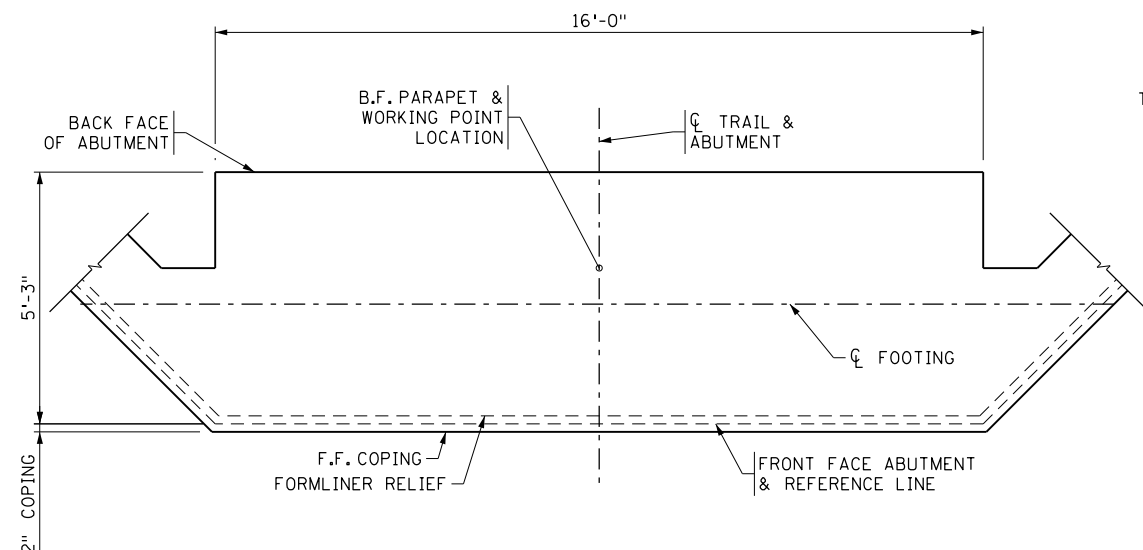
EROSION CONTROL LEGEND

- CONSTRUCTION FENCE
- SILT FENCE
- SUDAS TYPE 1 (PERMANENT LAWN MIXTURE) SEED MIX
- INLET PROTECTION

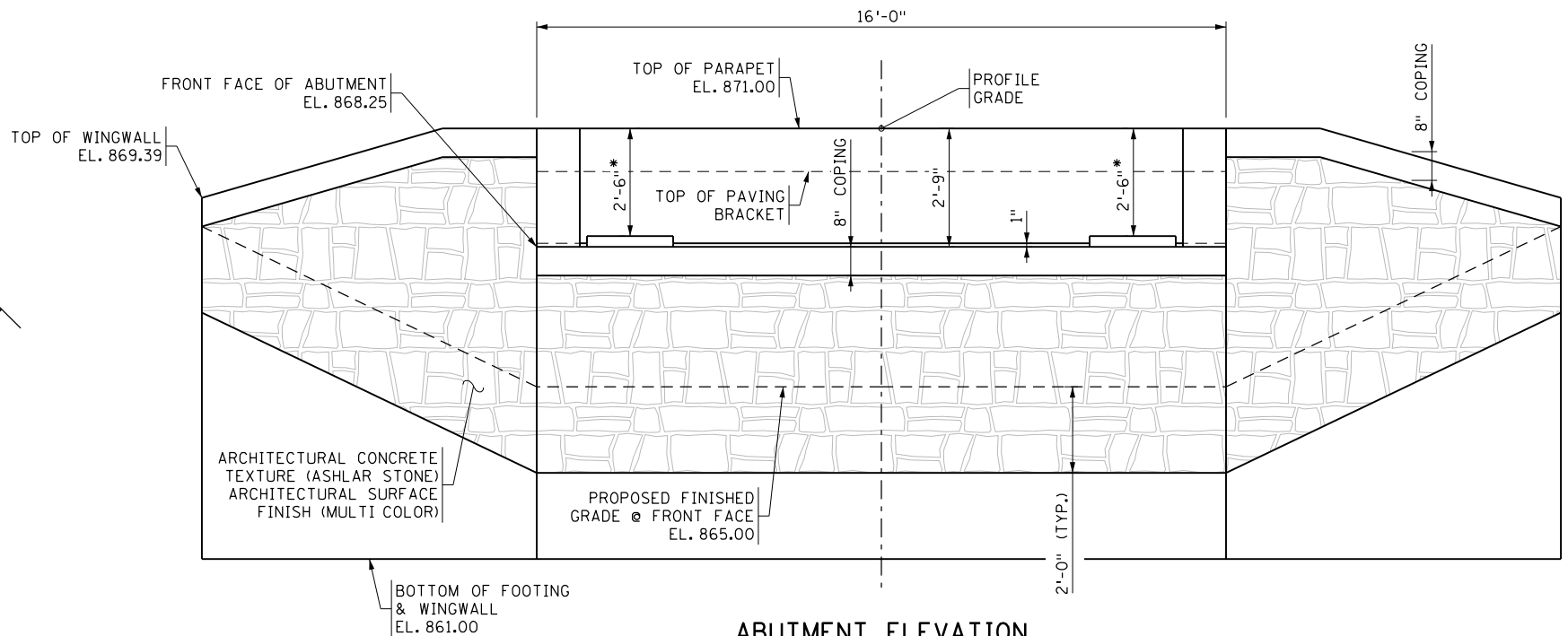


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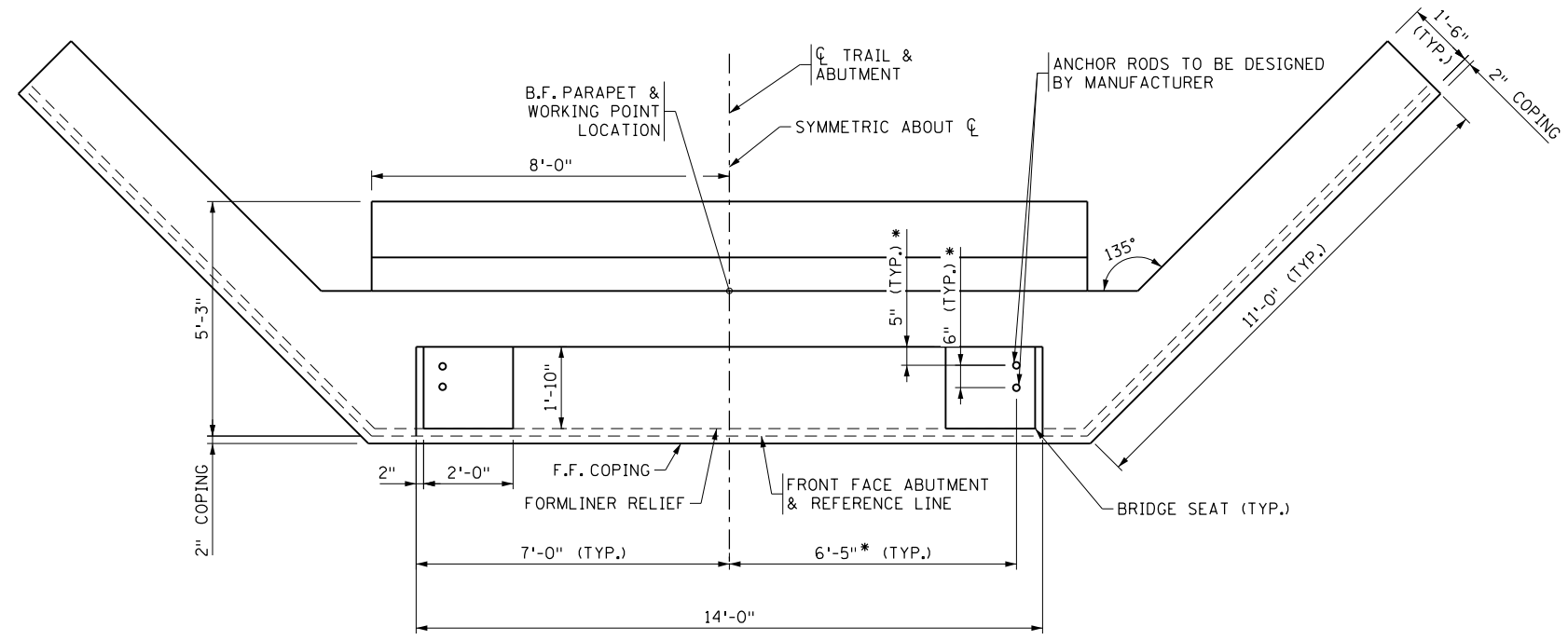
- ① ACCEPTABLE CONSTRUCTION TOLERANCE FOR RESIDUAL CAMBER SHALL BE +0.00" TO 1.00" FROM THE DESIGN VALUE SHOWN.
- ② EXCAVATION SLOPES TO BE DETERMINED BY OSHA REGULATIONS AND IN-SITU SOILS.
- ③ ABUTMENTS DESIGNED FOR A NET BEARING PRESSURE CAPACITY OF 3000 PSF. NOTIFY THE ENGINEER IF UNSUITABLE SOILS ARE ENCOUNTERED BELOW SUBCUT.



FOOTING PLAN

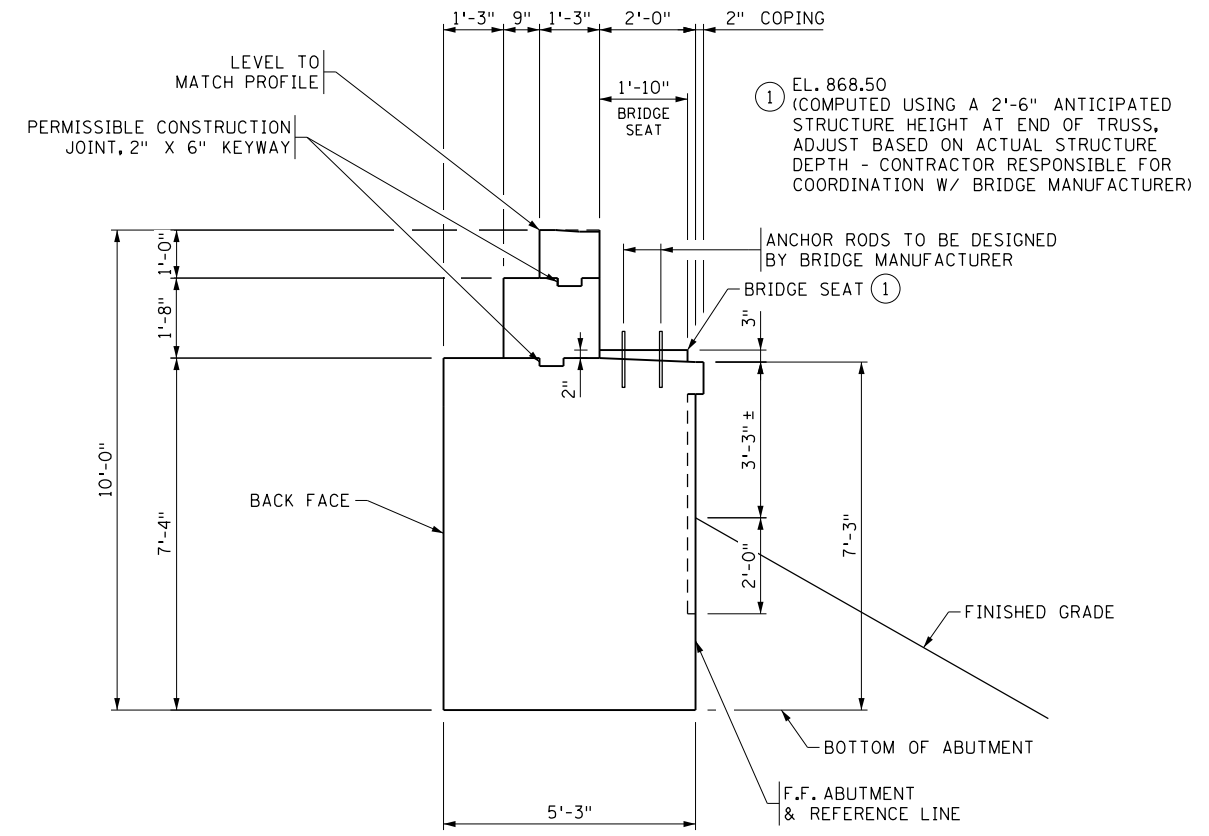


ABUTMENT ELEVATION



BACKWALL AND BRIDGE SEAT
ABUTMENT PLAN

* DIMENSION SHALL BE VERIFIED
WITH BRIDGE MANUFACTURER.



SECTION THROUGH ABUTMENT

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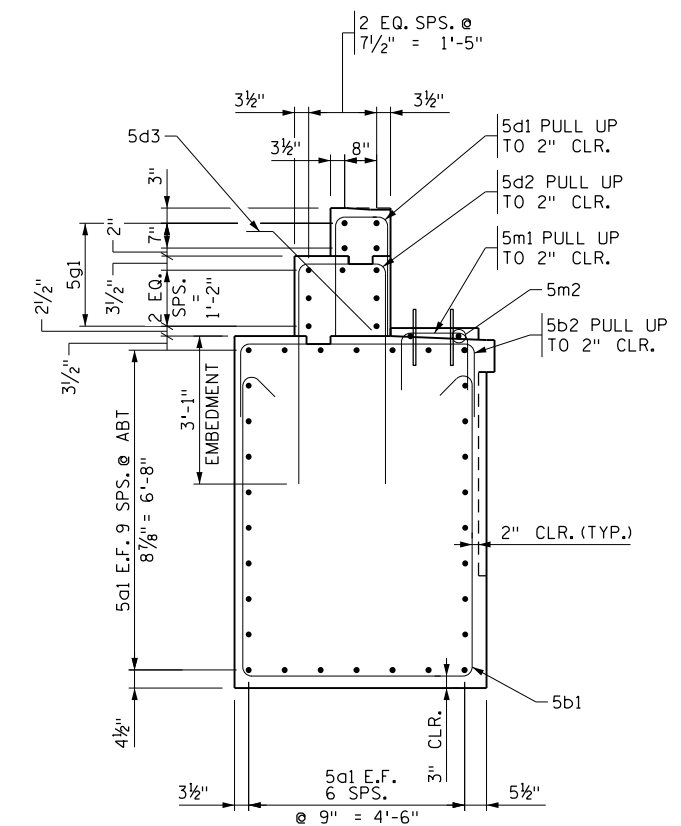
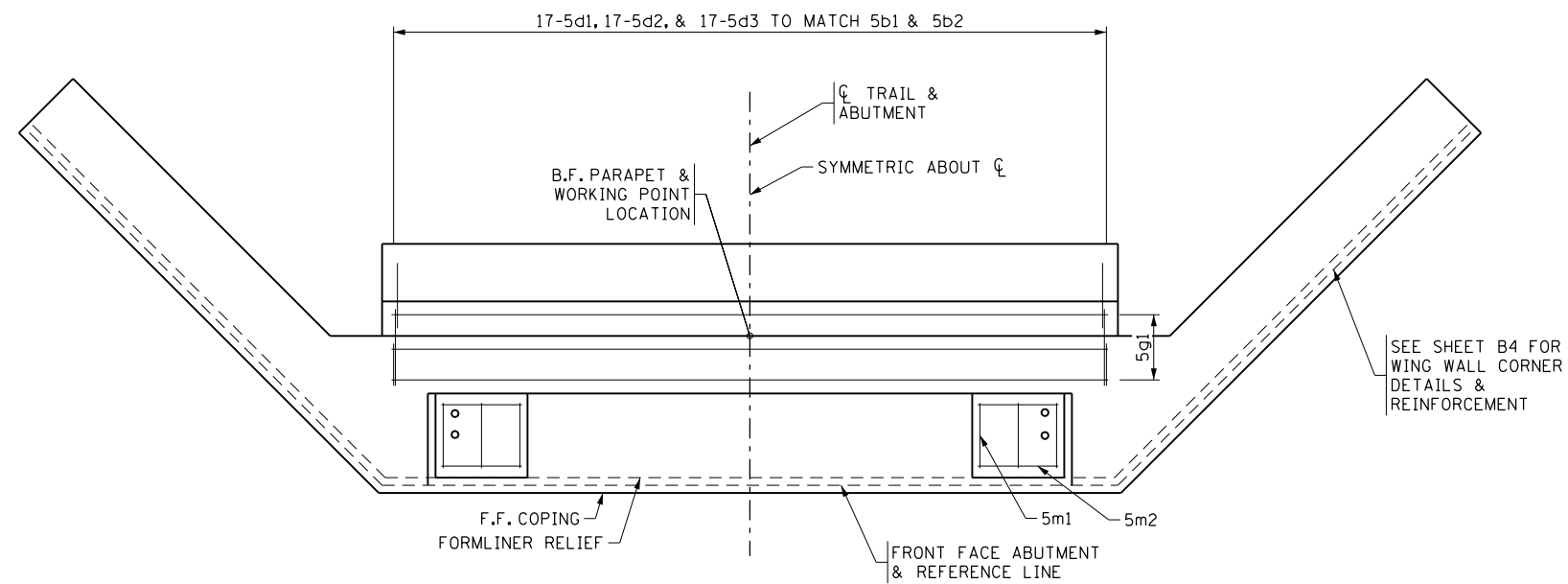
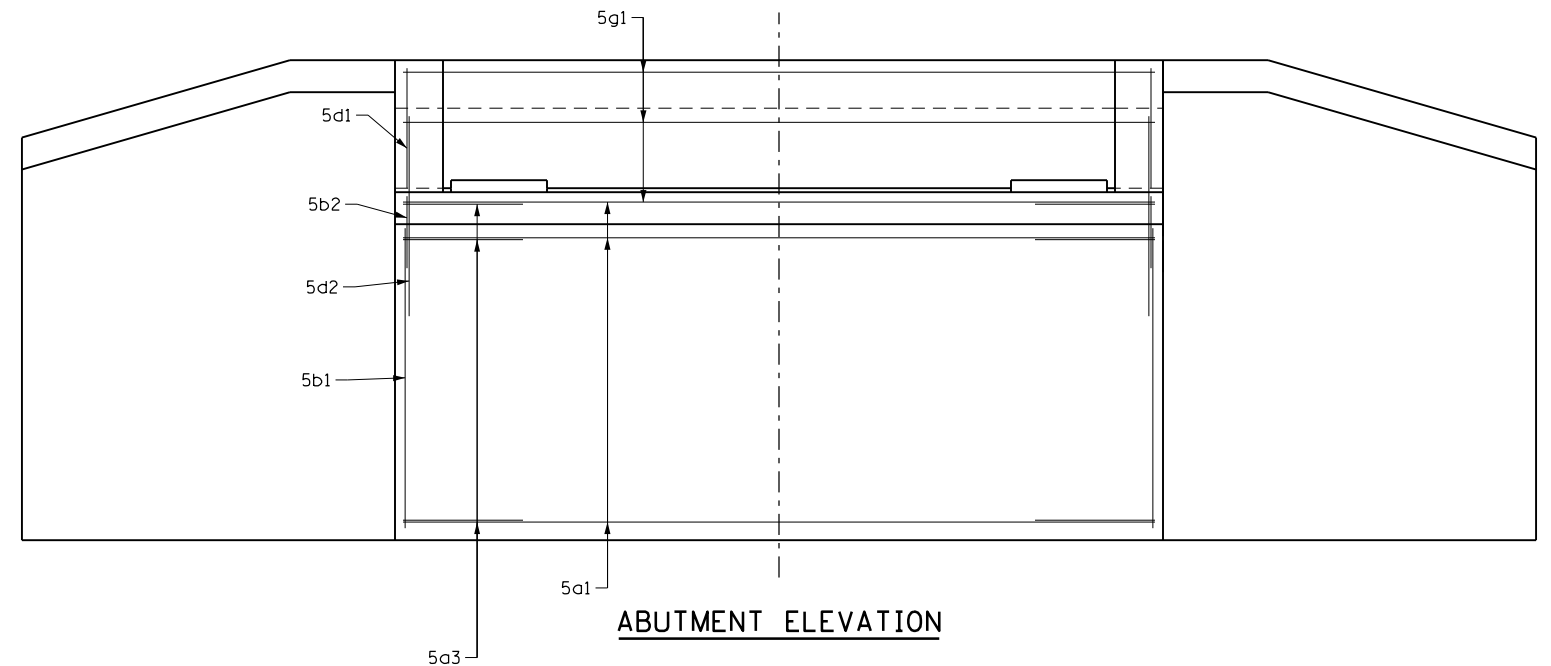
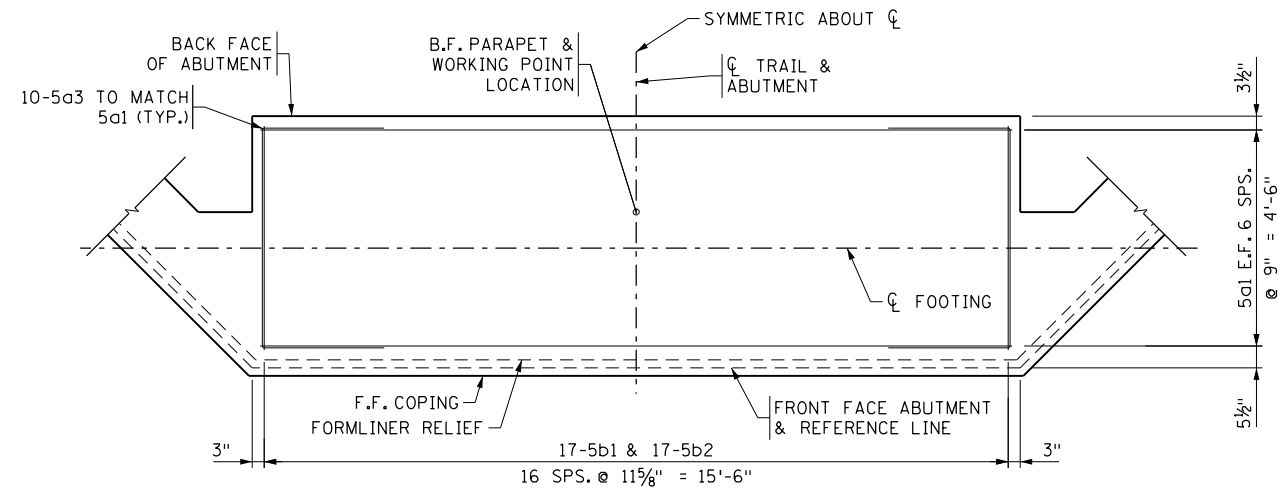


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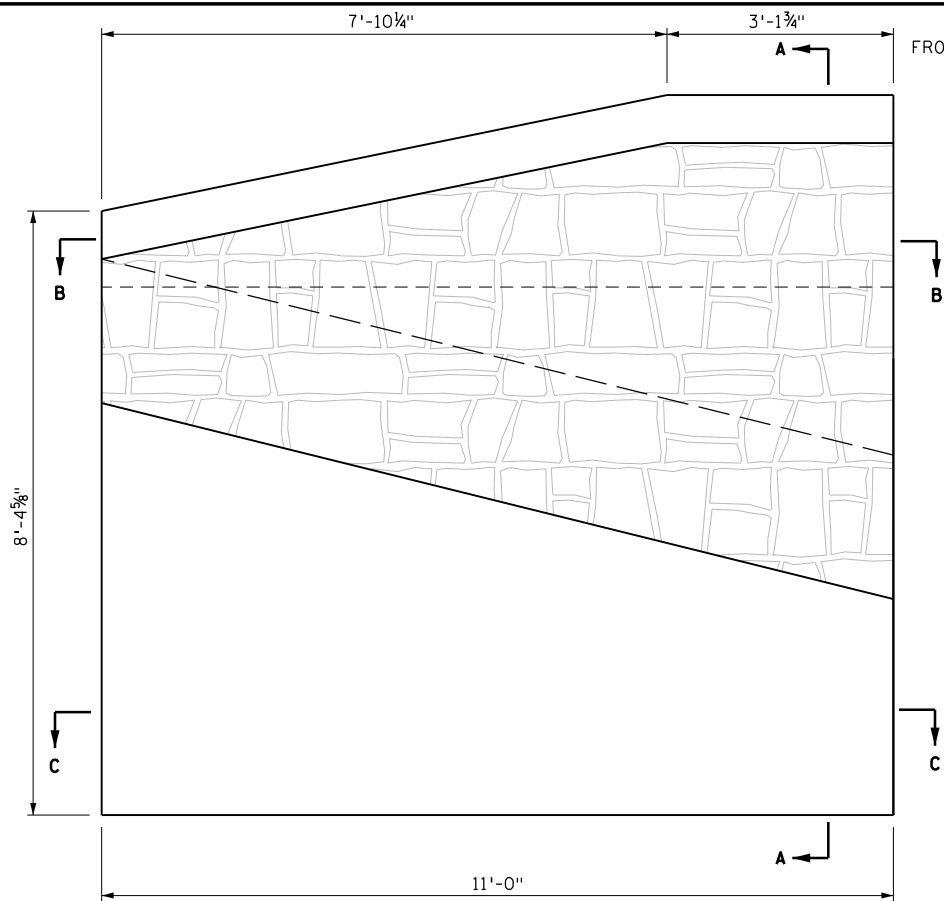
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CITY OF MARSHALLTOWN, IA
RIVERVIEW PARK PHASE 1
ABUTMENT DETAILS SHEET 1 OF 4

SHEET
V.02



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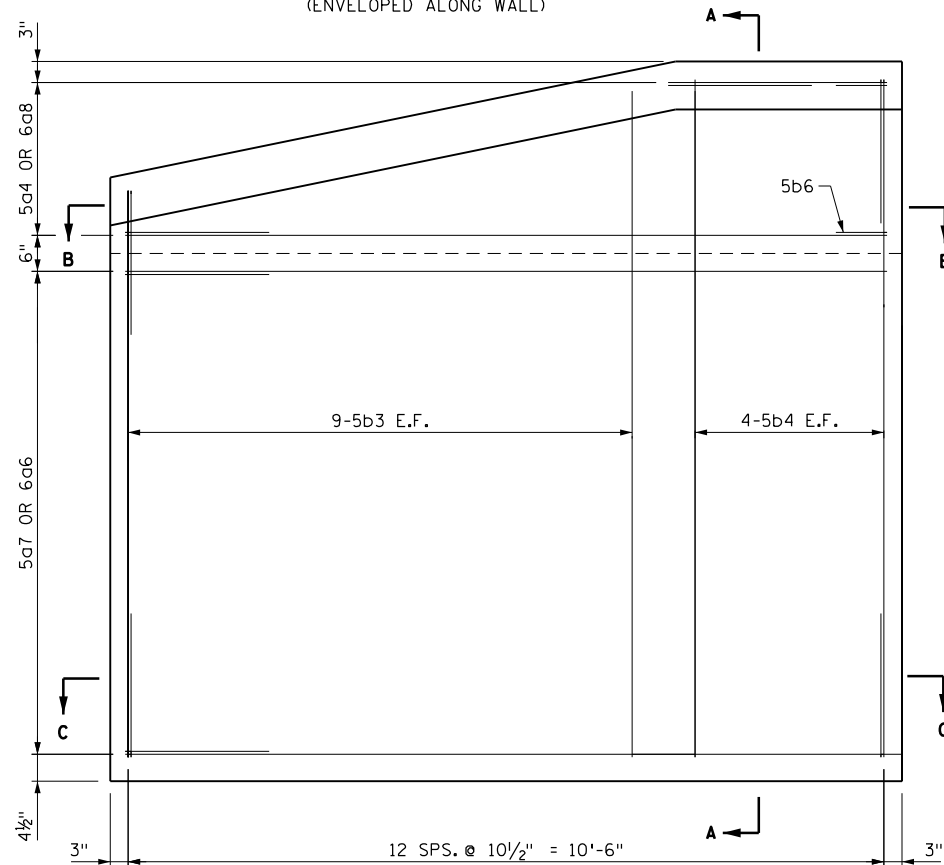
ELEVATION
(ENVELOPED ALONG WALL)

SECTION A-A

WINGWALL DETAILS
(SOUTHEAST WINGWALL SHOWN,
OTHER WINGWALLS SIMILAR)

SECTION B-B

SECTION C-C



ELEVATION
(ENVELOPED ALONG WALL)

SECTION A-A

WINGWALL REINFORCEMENT
(SOUTHEAST WINGWALL SHOWN,
OTHER WINGWALLS SIMILAR)

SECTION B-B

SECTION C-C



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CITY OF MARSHALLTOWN, IA
RIVERVIEW PARK PHASE 1
ABUTMENT DETAILS SHEET 3 OF 4

SHEET
V.04

BRIDGE SUPERSTRUCTURE REACTIONS ASSUMED (LBS)

SERVICE LOADS:	P	H	L
DEAD LOAD (1)	5700		
UNIFORM LIVE LOAD	15800		
VEHICLE LIVE LOAD	5000		
WIND UPLIFT (20 PSF) WINDWARD	-2800		
WIND UPLIFT (20 PSF) LEEWARD	-900		
WIND	+/-1400	7700	400
THERMAL			1100

NOTE: LOADS PRESENTED ARE ESTIMATES USED IN SUBSTRUCTURE DESIGN.

'+' INDICATES DOWNWARD LOAD, '-' INDICATES UPWARD LOAD.

'P' = VERTICAL LOAD PER EACH BASE PLATE (4 PER BRIDGE)

'H' = HORIZONTAL LOAD PER EACH FOOTING (2 PER BRIDGE)

'L' = LONGITUDINAL LOAD PER EACH BASE PLATE (4 PER BRIDGE)

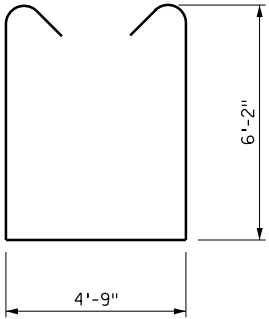
(1) INCLUDES BRIDGE LIFTING WEIGHT & WEIGHT OF TIMBER DECK

BILL OF REINFORCEMENT - TOTAL (2 ABUTMENTS)
EPOXY COATED

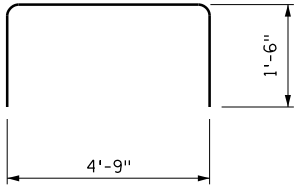
BAR	NUMBER	LENGTH	SHAPE	LOCATION
5b1	34	18'-1"		FOOTING VERTICAL STIRRUP
5a1	60	15'-7"		FOOTING HORIZONTAL
5b2	34	7'-9"		FOOTING VERTICAL TIE
5a3	40	9'-5"		FOOTING HORIZONTAL TIE
5d2	34	10'-10"		BACKWALL VERTICAL TIE
5d1	34	5'-9"		BACKWALL VERTICAL TIE
5g1	22	15'-7"		BACKWALL HORIZONTAL
5m1	12	3'-8"		BRIDGE SEAT VERTICAL TIE
5m2	8	4'-2"		BRIDGE SEAT HORIZONTAL TIE
5b4	32	9'-7"		WINGWALL VERTICAL
5b3	8 SETS OF 9	7'-10" TO 9'-3"		WINGWALL VERTICAL
5a4	4 SETS OF 5	3'-0" TO 10'-7"		WINGWALL HORIZONTAL
5a7	40	13'-4"		WINGWALL HORIZONTAL
6a6	40	10'-6"		WINGWALL HORIZONTAL
5a5	60	6'-0"		WINGWALL CORNER HORIZONTAL
4a2	60	4'-11"		WINGWALL TIE
4b5	104	5'-0"		WINGWALL TIE
5b6	20	4'-0"		WINGWALL CORNER TIE
6a8	4 SETS OF 5	3'-0" TO 10'-7"		WINGWALL HORIZONTAL

BILL OF REINFORCEMENT - TOTAL (2 ABUTMENTS)
STAINLESS STEEL

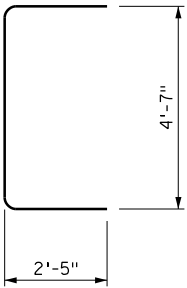
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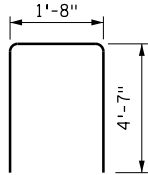
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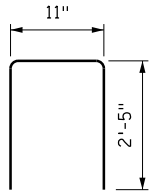
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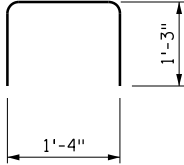
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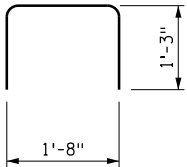
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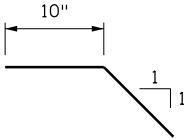
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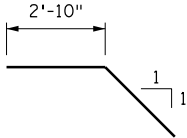
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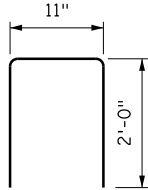
5m2



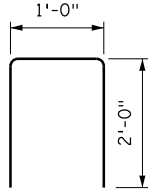
5d3 & 5a5



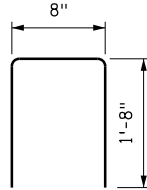
5a7



4a2



4b5



5b6

BAR BEND DETAILS



**BOLTON
& MENK**

1519 BALTIMORE DRIVE
AMES, IOWA 50010
Phone: (515) 233-6100
Email: Ames@bolton-menk.com
www.bolton-menk.com

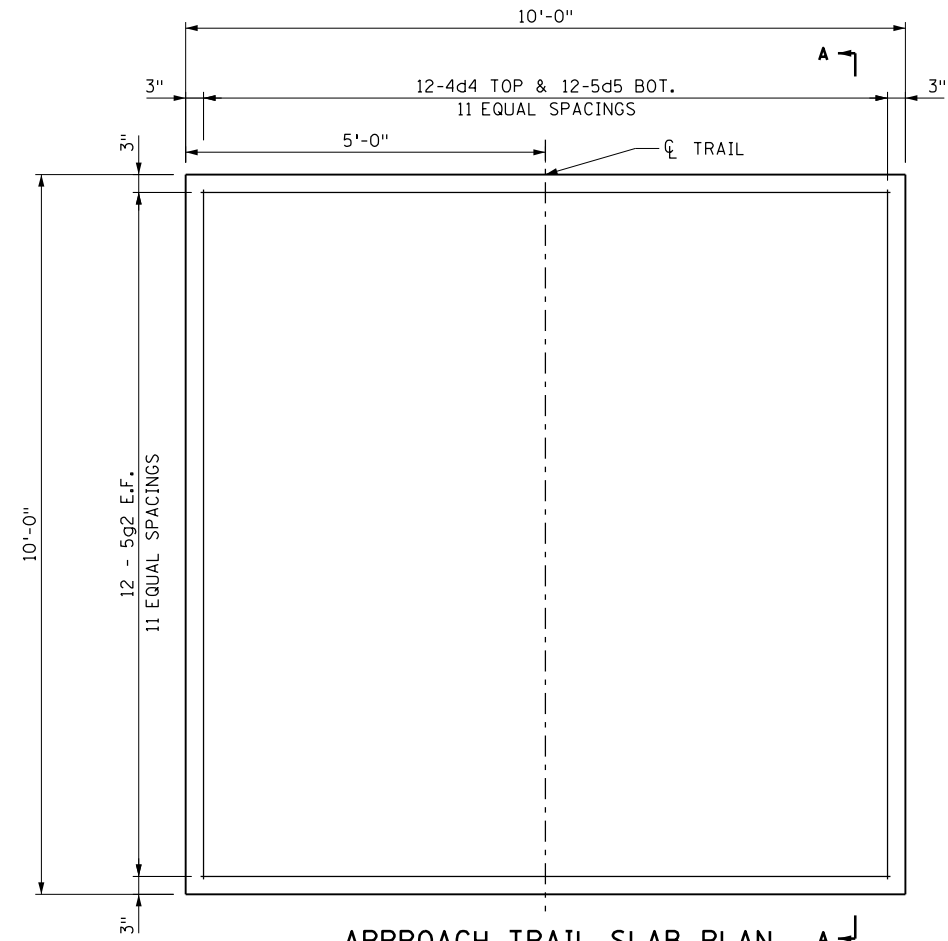
DESIGNED	REV	DESCRIPTION	DATE
SJR			
DRAWN			
SJR			
CHECKED			
AJL			
CLIENT PROJ. NO.			
076.131006			

CITY OF MARSHALLTOWN, IA
RIVERVIEW PARK PHASE 1

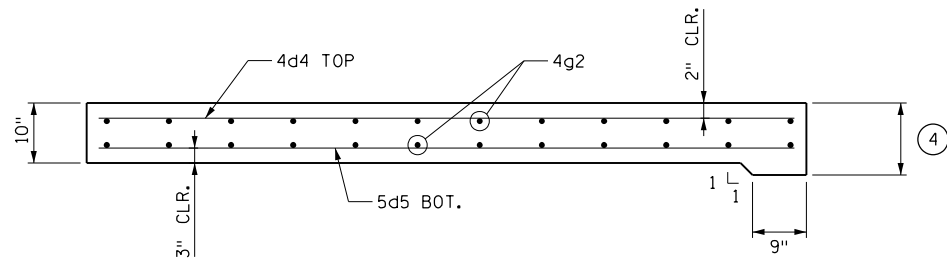
ABUTMENT DETAILS SHEET 4 OF 4

SHEET

V.05



APPROACH TRAIL SLAB PLAN
SOUTH AND NORTH SIDE OF BRIDGE

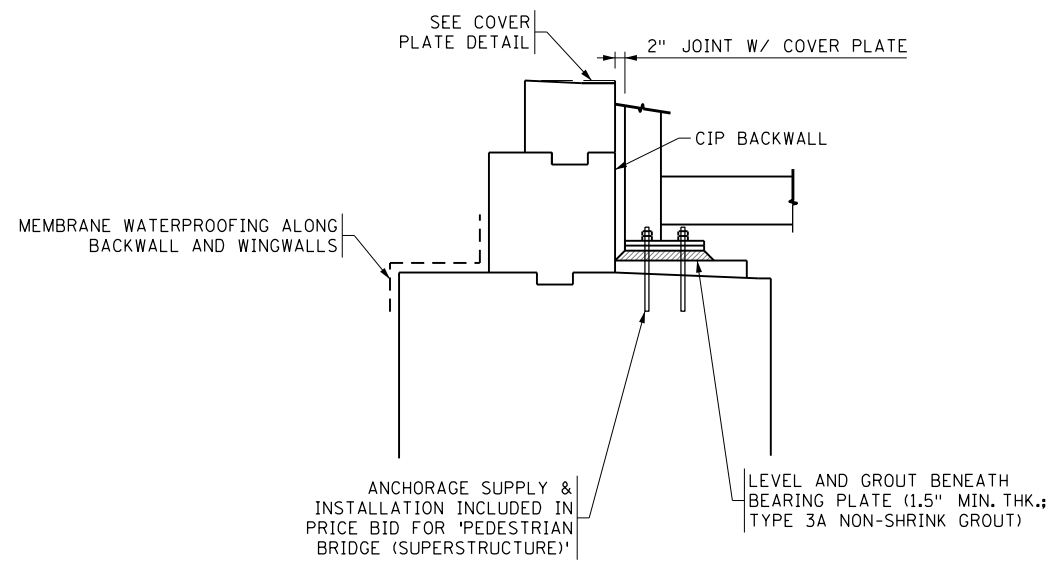


APPROACH TRAIL SLAB SECTION A-A
④ 1'-0" AT CL TRAIL.

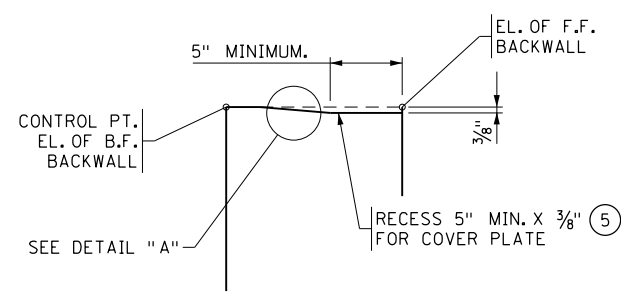
BILL OF REINFORCEMENT - TOTAL (2 APPROACH PANELS)

BAR	NUMBER	LENGTH	SHAPE	LOCATION
5d5	24	9'-7"	—	SLAB, LONGIT. BOT.
4d4	24	9'-7"	—	SLAB, LONGIT. TOP
4g2	48	9'-7"	—	SLAB, TRANSV.

NOTE: APPROACH PANEL REINFORCEMENT IS INCLUDED IN THE PRICE BID FOR 'BRIDGE APPROACH PANELS'.

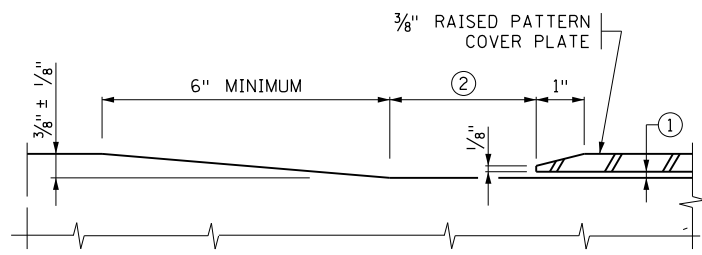


MEMBRANE WATERPROOFING AND ANCHORAGE ASSEMBLY DETAIL



⑤ COVER PLATE RIGIDLY ATTACHED TO BRIDGE SUPERSTRUCTURE.

COVER PLATE DETAIL



DETAIL "A" ③

- ① PROVIDE SMOOTH CONCRETE FINISH BENEATH PLATE WITH 0" MIN. TO 1/8" MAX. GAP BETWEEN CONCRETE AND UNDERSIDE OF PLATE. PROVIDE BOND BREAKER (DUCT TAPE, ETC.) TO UNDERSIDE OF COVER PLATE.
- ② 1" ALL TEMPS.
- ③ DIMENSIONS SHOWN ARE REQUIRED TO COMPLY WITH A.D.A. STANDARDS.



1519 BALTIMORE DRIVE
AMES, IOWA 50010
Phone: (515) 233-6100
Email: Ames@bolton-menk.com
www.bolton-menk.com

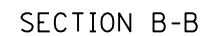
DESIGNED	REV	DESCRIPTION	DATE
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CLIENT PROJ. NO.			
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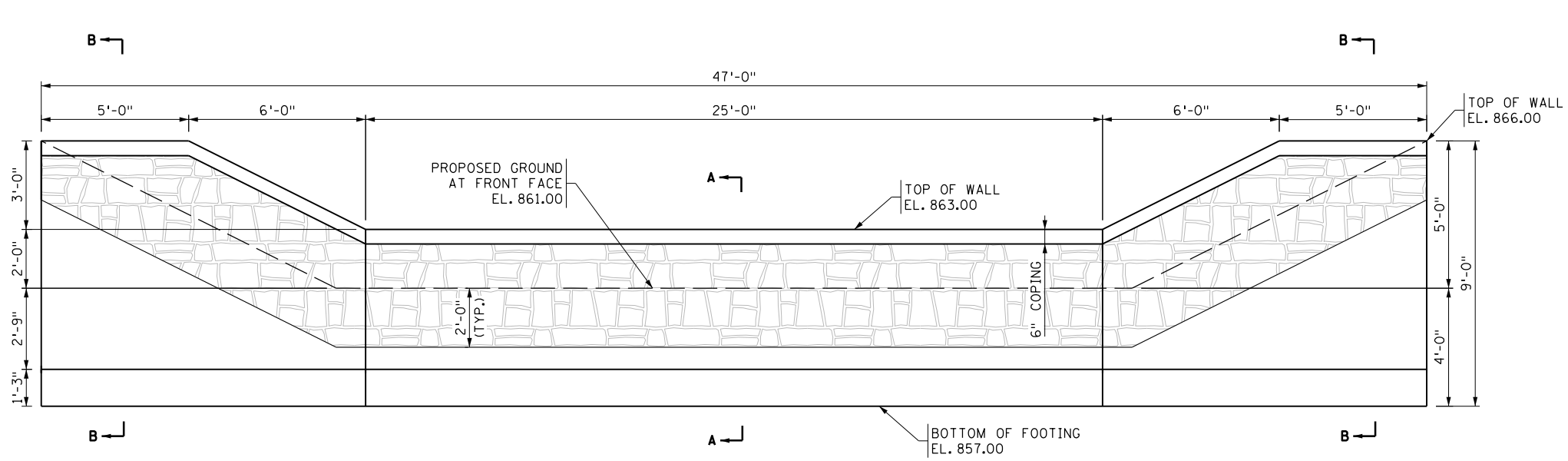
CITY OF MARSHALLTOWN, IA
RIVERVIEW PARK PHASE 1
APPROACH PANELS & MISCELLANEOUS DETAILS

SHEET
V.06

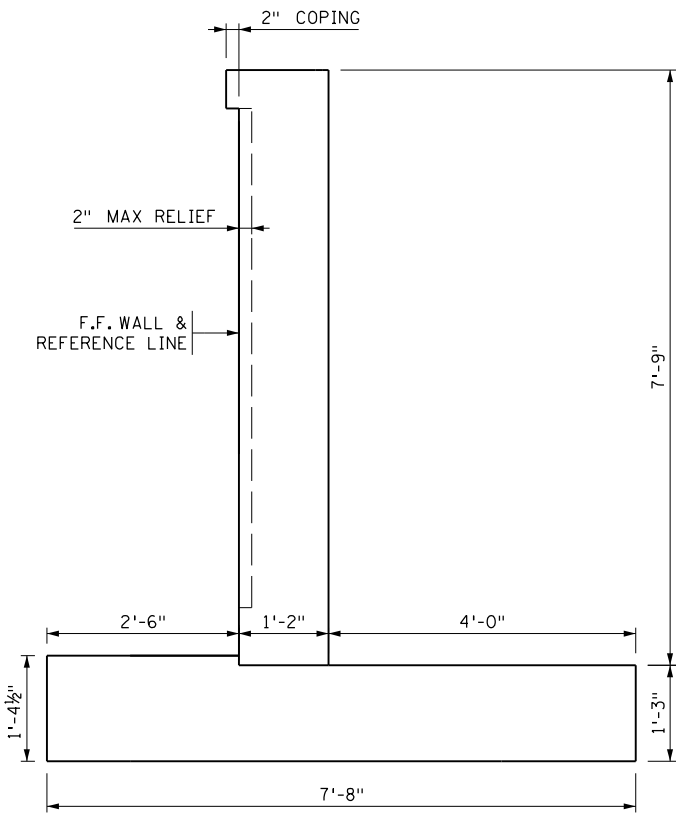


SECTION A-A

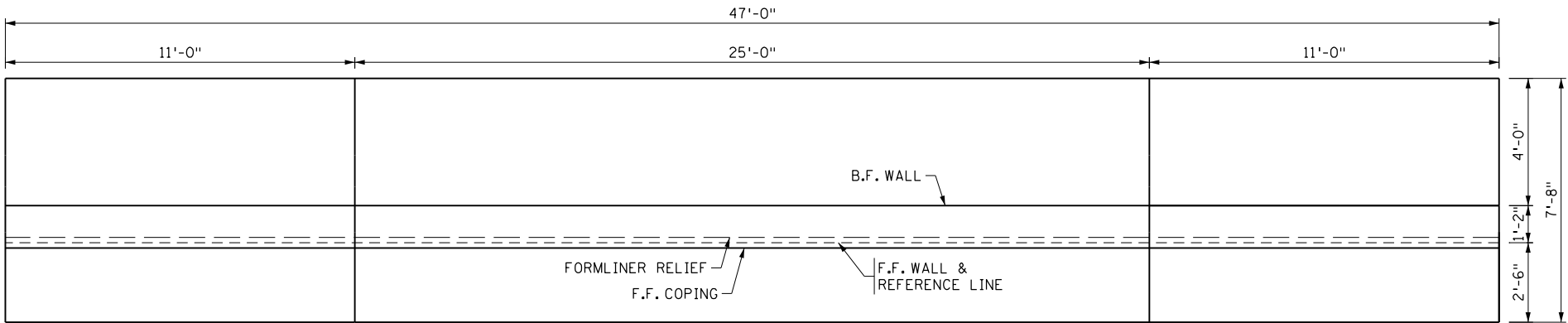




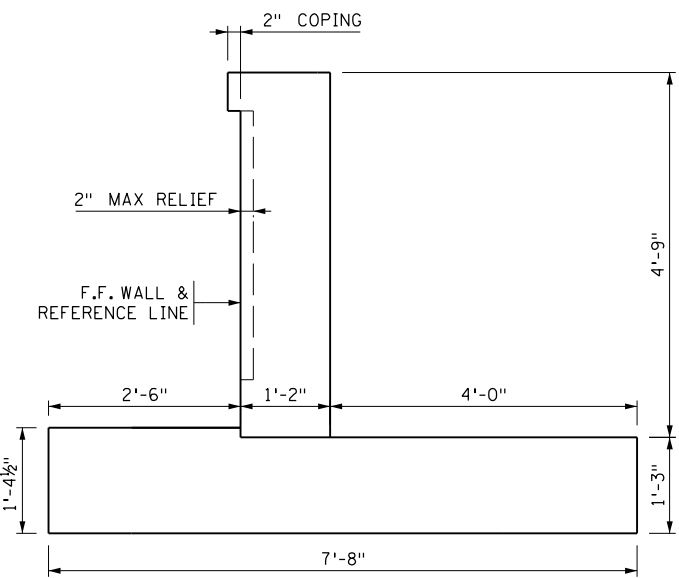
WEIR WALL ELEVATION



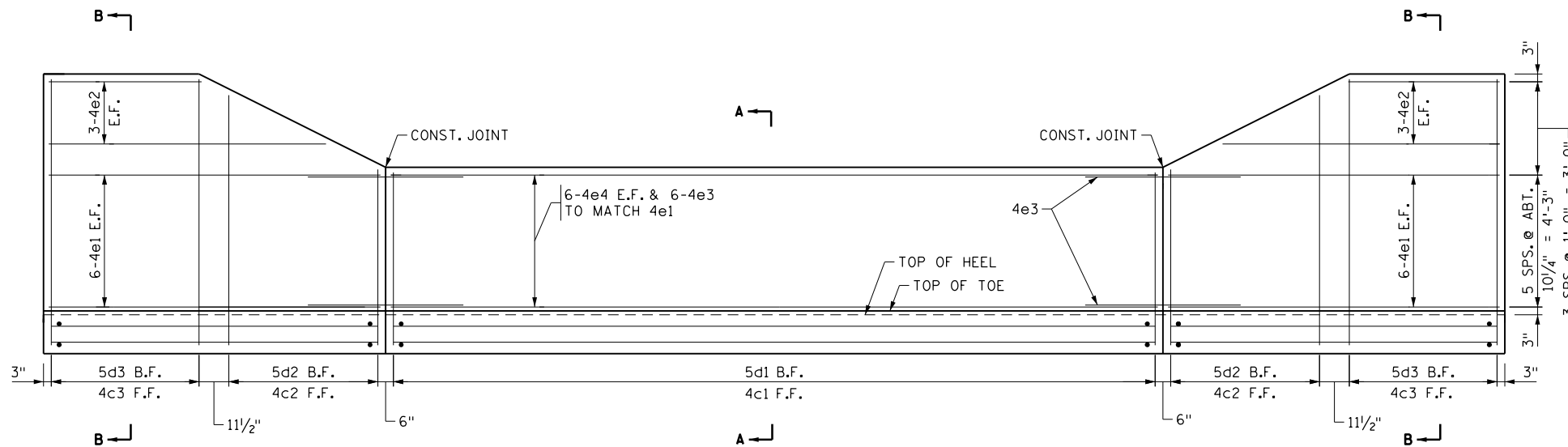
SECTION B-B



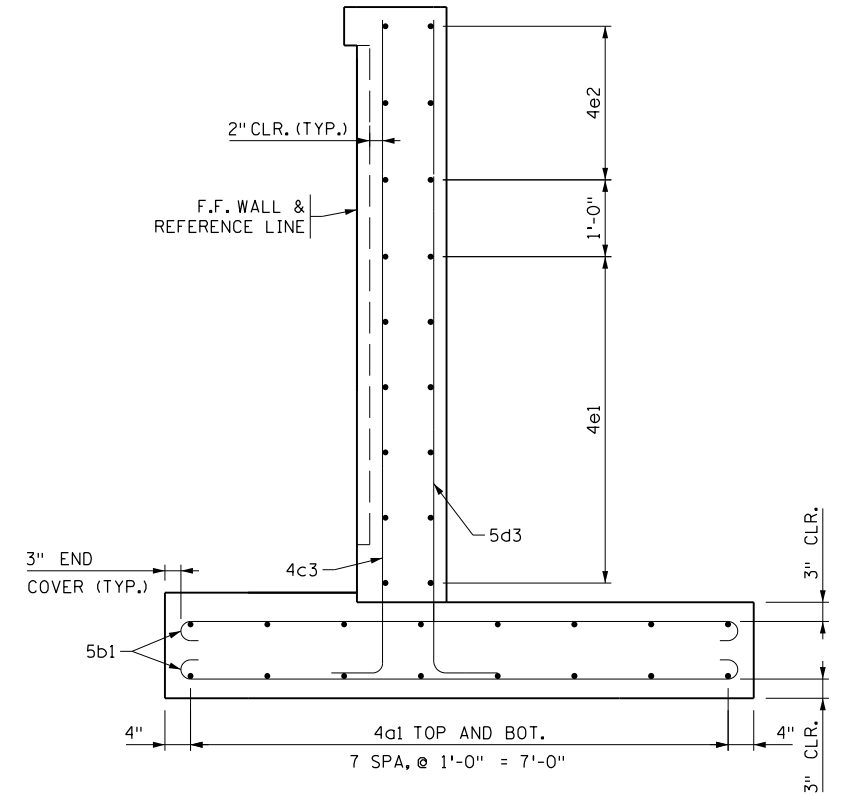
WEIR WALL PLAN VIEW



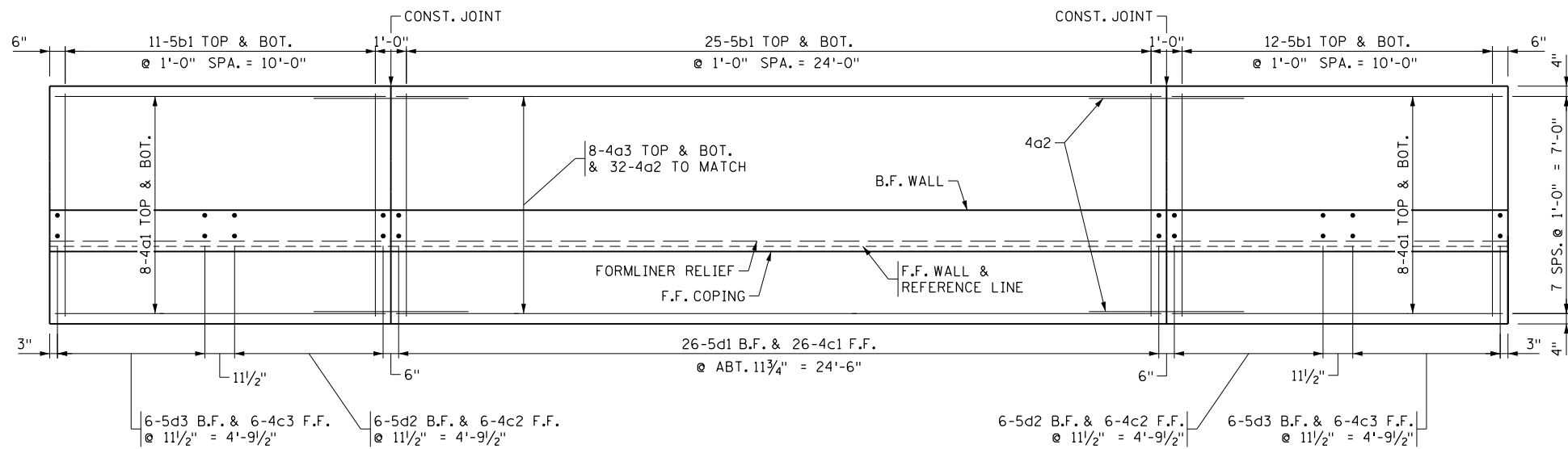
SECTION A-A



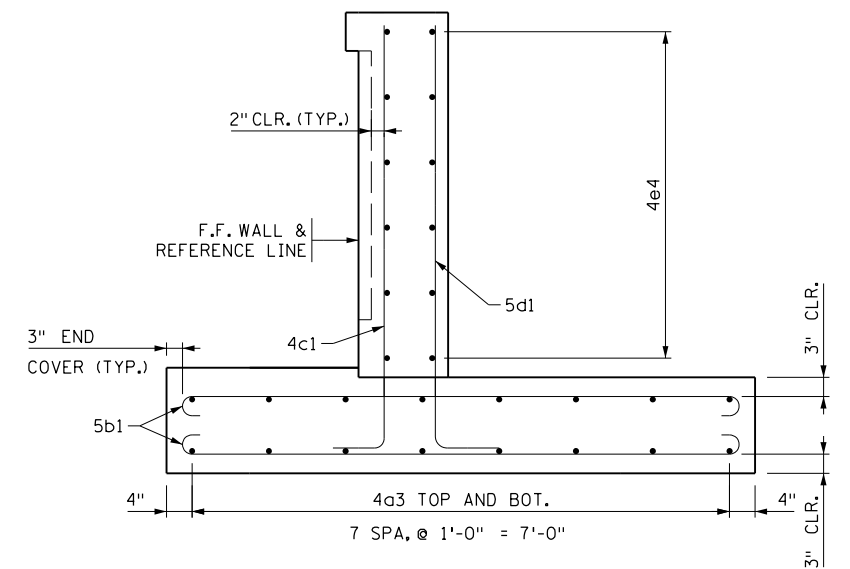
WEIR WALL REINFORCEMENT ELEVATION



SECTION B-B



WEIR WALL REINFORCEMENT PLAN



SECTION A-A

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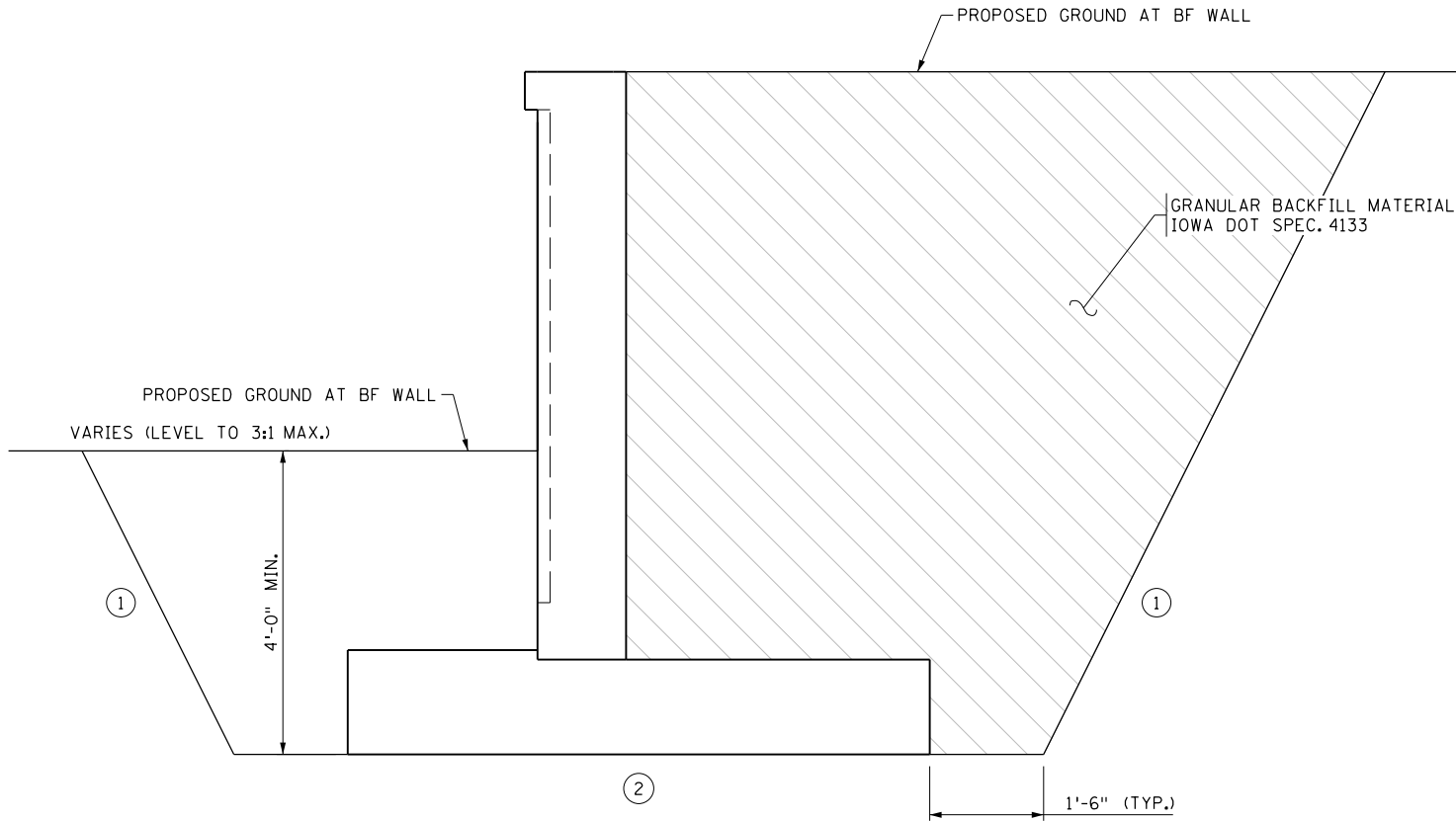
1519 BALTIMORE DRIVE
AMES, IOWA 50010
Phone: (515) 233-6100
Email: Ames@bolton-menk.com
www.bolton-menk.com

DESIGNED	REV	DESCRIPTION	DATE
MDS			
MDS			
AJL			
CLIENT PROJ. NO.			
076.131006			

CITY OF MARSHALLTOWN, IA
RIVERVIEW PARK PHASE 1
WEIR WALL DETAILS SHEET 2 OF 3

SHEET
V.09

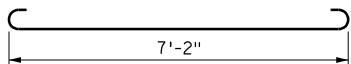
© Bolton & Menk, Inc. 2024. All Rights Reserved.
H:\MKTNA Cl IA\076131006\CADD\WORKING Cl IA-076131006\bridge\Weir Wall\Weir03.dgn



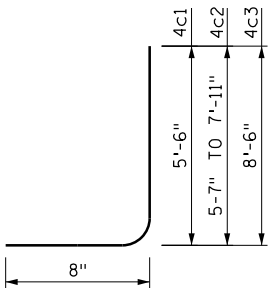
TYPICAL SECTION THROUGH WALL

NOTES:

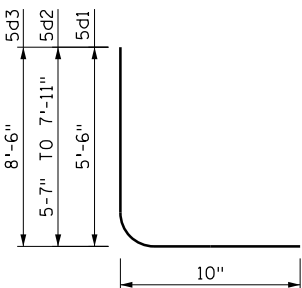
- ① EXCAVATION SLOPES TO BE DETERMINED BY OSHA REGULATIONS & IN-SITU SOILS.
- ② RETAINING WALL DESIGNED FOR A NET BEARING PRESSURE CAPACITY OF 1500 PSF. NOTIFY THE ENGINEER IF UNSUITABLE SOILS ARE ENCOUNTERED.



BAR 5b1



BAR 4c1, 4c2, 4c3



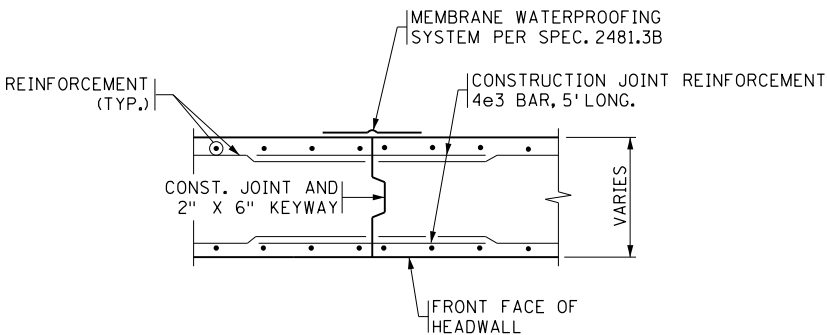
BAR 5d1, 5d2, 5d3

BILL OF REINFORCEMENT - TOTAL WEIR WALL PLAIN COATED

BAR	NUMBER	LENGTH	SHAPE	LOCATION
4a1	32	10'-6"		FOOTING LONGITUDINAL
4a2	32	5'-0"		FOOTING CONST. JOINT
4a3	16	24'-6"		FOOTING LONGITUDINAL
5b1	94	8'-4"		FOOTING TRANSVERSE

BILL OF REINFORCEMENT - TOTAL WEIR WALL EPOXY COATED

BAR	NUMBER	LENGTH	SHAPE	LOCATION
4c1	26	6'-2"		STEM VERTICAL FF
4c2	2 SETS OF 6	6'-3" TO 8'-7"		STEM VERTICAL FF
4c3	12	9'-2"		STEM VERTICAL FF
5d1	26	6'-4"		STEM VERTICAL BF
5d2	2 SETS OF 6	6'-5" TO 8'-9"		STEM VERTICAL BF
5d3	12	9'-4"		STEM VERTICAL BF
4e1	24	10'-7"		STEM LONGITUDINAL
4e2	4 SETS OF 3	4'-10" TO 8'-10"		STEM LONGITUDINAL
4e3	24	5'-0"		STEM CONST. JOINT
4e4	12	24'-7"		STEM LONGITUDINAL



CONSTRUCTION JOINT DETAIL
(TYPICAL SECTION THROUGH JOINT)



1519 BALTIMORE DRIVE
AMES, IOWA 50010
Phone: (515) 233-6100
Email: Ames@bolton-menk.com
www.bolton-menk.com

DESIGNED	REV	DESCRIPTION	DATE
MDS			
MDS			
AJL			
076.131006			

CITY OF MARSHALLTOWN, IA
RIVERVIEW PARK PHASE 1
WEIR WALL DETAILS SHEET 3 OF 3

SHEET
V.10

**RESOLUTION REPEALING A MORATORIUM ON PERMITS FOR ACCESSORY
SOLAR PANEL ARRAYS**

WHEREAS, the City Council, by adoption of Resolution No. 2024-102, effected a moratorium on the issuance of permits for the placement of accessory solar panel arrays pursuant to City Code Section 156.C.007(G)(3) to allow the City Plan and Zoning Commission an opportunity to review portions of the City’s Zoning Ordinance concerning accessory solar panel arrays, including but not limited to Section 156.C.007(G)(3); to make recommendations to the Council regarding the same; and to allow the City Council to act on such recommendations; and

WHEREAS, the City Plan and Zoning Commission has now had an opportunity to review portions of the City’s Zoning Ordinance concerning accessory solar panel arrays, including but not limited to Section 156.C.007(G)(3) and to make recommendations to the Council regarding the same; and

WHEREAS, the City Council has now acted on such recommendations.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA: that the above and foregoing moratorium on the issuance of permits for the placement of accessory solar panel arrays pursuant to City Code Section 156.C.007(G)(3) is hereby repealed in its entirety and City Staff may resume issuing such permits as appropriate pursuant to relevant provisions of the City’s Zoning Ordinance.

Passed this 12th day of August 2024, and signed this _____ day of August 2024.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

MARSHALLTOWN

I O W A

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

TO: Mayor and City Council
FROM: Cindy Kendall
DATE: 8-12-24 (meeting date)
RE: Resolution Repealing Moratorium Solar Arrays

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: To repeal Resolution 2024-102 which place a moratorium on the issuance of permits for the placement of accessory solar panel arrays pursuant to City Code Section 156.C.007(G)(3)

Recommendation: Adopt Resolution Repealing the moratorium and authorize City Staff to resume issuing such permits as appropriate pursuant to relevant provisions of the City's Zoning Ordinance.

Budget Impact: N/A

Description/Background: At the 5-13-24 Council meeting Resolution 2024-102 was adopted placing a moratorium on the issuance of in ground solar installations to allow the Planning and Zoning Commission to make recommendations for the adoption of an amendment to City Code Section 156.C.007(G)(3). Ordinance 15085, was adopted on July 8, 2024 and published in accordance with Iowa law. Resolution 2024-176 to repeal the moratorium is now before the Council for ratification.

CITY COUNCIL

Melisa Fonseca, Barry Kell, Mike Ladehoff, Mark Mitchell,
Greg Nichols, Jeff Schneider, Gary Thompson



**RESOLUTION APPROVING THE 2024 UPDATE OF THE FTA TITLE VI PROGRAM
FOR MARSHALLTOWN MUNICIPAL TRANSIT (MMT)**

WHEREAS the City Council of Marshalltown, Iowa, adopted the 2023 FTA Title VI program for Marshalltown Municipal Transit (Resolution 2023-185) on the 25th day of September 2023; and

WHEREAS there is herewith submitted to the City Council of Marshalltown, Iowa, a proposed 2024 Update to the 2023 FTA Title VI program for Marshalltown Municipal Transit; and

WHEREAS this program and associated policies shall replace in their entirety those adopted in 2023, as part of Resolution 2023-185.

WHEREAS the City Council finds this program and policies to be within the best interest of the City.

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

Section 1. That the updated Title VI Program for Marshalltown Municipal Transit is hereby adopted and effective August 13th, 2024.

Passed this 12th day of August 2024 and signed this _____ day of August 2024.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

MARSHALLTOWN

I O W A

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

TO: Mayor and City Council
FROM: Heather Thomas, Public Works Director
DATE: August 12, 2024
RE: Transit Title VI Program – 2024 Update to 2023 FTA Title VI Program

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: Review city policies, procedures, plans, ordinances, programs and services for updates and efficiencies.

Recommendation: Approval of the proposed 2024 updates to Marshalltown Municipal Transit's FTA Title VI Program.

Budget Impact: None.

Description/Background: Iowa DOT periodically reviews Title VI Programs for small urban and regional transit systems, typically every three years. Marshalltown's 2023 plan was reviewed. Earlier this year, Iowa DOT provided comments – which have been addressed and incorporated into our submitted 2023 plan, as a revision. These changes will also be incorporated in future year Title VI Program and policy updates. A summary of the updates include:

- a. In the past, the city has used the one-page "Assurance of Nondiscrimination" as our notice we post that we follow Title VI. We have updated this to be a combined notice and assurance.
- b. We used updated Census data and ran Safe Harbor Threshold calculations. This resulted in the limited English proficient population triggering additional notes and translations of certain sections of the policy to be in Spanish as well as some future postings and notices to also be posted in Spanish.
- c. Certain policies and performance standards listed in the policy only indicated Fixed and Seasonal routes. Paratransit routes have been added.

Following council approval, these updates will be submitted to Iowa DOT, updated on our website, and the new Notices posted in our buses, bus shelters, and at the Public Works Facility.

i:\public works\council items\2024\transit title vi policy update\memo - mmt title vi 2024 update.docx

CITY COUNCIL

Melisa Fonseca, Barry Kell, Mike Ladehoff,
Mark Mitchell, Greg Nichols, Jeff Schneider, Gary Thompson





Iowa Department of Transportation

FTA Title VI Program



Fixed-Route Public Transit System

Marshalltown Municipal Transit

905 East Main Street Marshalltown, Iowa 50158

Telephone 641-754-5719 fax 641-754-4148

Iowa Department of Transportation
800 Lincoln Way
Ames, IA 50010

Revised Sep. 2023

*This program to be submitted every three years to the Iowa
Department of Transportation Office of Public Transit.*

Recipient Profile

Recipient: Marshalltown Municipal Transit

Administrative Head: <u>Kevin Pigors</u>	<u>Transit Administrator</u>
Name	Title

Recipient Title VI Coordinator: <u>Heather Thomas</u>	<u>Public Works Director</u>
Name	Title

Address: 905 East Main Street

City/State: Marshalltown, Iowa Zip Code/County: 50158 / Marshall County

Phone: 641-754-5719 Fax: 641-754-4148

Email: hthomas@marshalltown-ia.gov

Website: www.marshalltown-ia.gov

Has the recipient signed and submitted its Title VI Assurances? **Yes**

General Requirements

1.

☐ Attach a copy of recipient's Title VI notice to the Public.

Required elements:

 X A statement that the agency operates programs without regard to race, color, or national origin
See Attachment A – Assurance of Nondiscrimination Section 2

 X A description of the procedures that members of the public should follow in order to request additional information on the recipient's Title VI obligations

See Attachment B – Title VI Program Overview Section 3

 X A description of the procedures that members of the public shall follow in order to file a Title VI discrimination complaint against the recipient

See Attachment C – Title VI Complaint Process

See Attachment D- Title VI Complaint Form

List locations where the notice is posted:

This policy is posted in the transit office, on the city's website, under the city bus section and on each bus.

2.

Please attach a copy of the recipient's instructions to the public regarding how to file a Title VI discrimination complaint, including a copy of the complaint form.

See Attachment C – Title VI Complaint Process

See Attachment D- Title VI Complaint Form

☐ Are complaint procedures and the complaint form posted on the recipient's website?
Please provide the URL: **Yes, the complaint procedures and form are both on the city's website. The address is www.marshalltown-ia.gov**

3.

- ☐ Please list and describe any transit-related Title VI investigations, complaints, or lawsuits filed with, concerning, or naming the recipient in the last three years.

	Date Filed (Month, Day, Year)	Summary (include basis of complaint: race, color, or national origin)	Status	Action(s) Taken
Investigations				
1.	None			
2.				
Lawsuits				
1.	None			
2.				
Complaints				
1.	None			
2.				

4.

- ☐ Please attach a public participation plan that includes an outreach plan to engage minority and limited English proficient populations, as well as a summary of outreach efforts made in the last three years.

See Attachment E Section 2

Please describe the methods used to inform low-income and minority populations of planning efforts for transportation-related services and/or improvements:

See Attachment E Section 3

List minority and/or community media utilized to ensure notification of public meetings or public review of recipient documents for residents in minority and low-income areas:

We use The Times Republican newspaper, radio station KFJB, and we also put up a notice inside each of the buses to promote transit meetings, which normally occur during city council meetings.

When was the public participation plan last reviewed? Please describe how.

Prior to this revision the Public Participation Plan was reviewed January of 2022

5.

- ☐ Please attach a copy of the recipient's plan for providing language assistance to persons with limited English proficiency, based on the DOT LEP Guidance, *Federal Register*, Volume 70, Number 239, <http://www.gpo.gov/fdsys/pkg/FR-2005-12-14/html/05-23972.htm>.

See Attachment F – The Language Assistance Plan

What steps has the recipient taken to ensure meaningful access to the benefits, services, information, and other important components of its programs and services to persons with limited English proficiency?

The transit administrator, office assistant/dispatcher, a driver and the mechanic have reviewed our Language Assistance Plan to ensure that every segment of our ridership is getting equal, and very good, access to services and benefits from what we do daily.

6.

List all non-elected committees and councils, the membership of which is selected by the recipient:

None

Describe the process the recipient uses to encourage the participation of minorities on such committees.

None

Racial/Ethnic Breakdown of the Non-Elected Committees and Councils:

Group	Number
Male	None
Female	None
White	None
Black or African American	None
American Indian or Alaskan Native	None
Asian	None
Native Hawaiian or other Pacific Islander	None
Other	None

7.

If applicable, describe the efforts the recipient uses to ensure subrecipients are complying with Title VI:

MMT reviews subrecipients Title VI policy annually.

MMT reviews all paratransit rides monthly for any denials that might be caused by discrimination.

Include a schedule of sub-recipient Title VI program submissions:

8.

Has the recipient constructed a facility, such as a vehicle storage facility, maintenance facility, operation center, etc., with Federal Transit Administration funds? ____ Yes ____ **X** No

- ☐ If yes, please attach the Title VI equity analysis conducted during the planning stage with regard to the location of the facility.

9.

- ☐ Please attach a copy of board meeting minutes, resolution, or other appropriate documentation showing the board of directors or appropriate governing entity or official(s) responsible for policy decisions reviewed and approved the Title VI Program.

Please See Attached G – The City Council Resolution and Meeting Minutes

Requirements of Fixed Route Transit Providers

1. System-wide service standards

- ☐ Please attach quantitative service standards for each fixed route mode of transit that the agency provides. Service standards should be set for the following four quantities for each mode:

- Vehicle load
- Vehicle headways
- On-time performance
- Service availability

These standards, defined in FTA C 4702.1B, Appendix G, may be expressed in writing or tabular format.

[**See Appendix H – System-wide Service Standards**](#)

2. System-wide service policies

- ☐ Please attach qualitative service policies for each fixed route mode of transit that the agency provides. Service policies should be set for each mode for the following two indicators:

- Transit amenities
- Vehicle assignment

These policies should be expressed in writing. Examples are provided in FTA C 4702.1B, Appendix H.

[**See Attachment I – System-wide Service Amenities**](#)

[**See Attachment J – System-wide Service: Vehicle Assignments**](#)

[**See Attachment K – Disparate Impact Policy**](#)

[**See Attachment L – Disadvantaged Business Enterprise**](#)

[**See Attachment M – Program Monitoring and Review Process**](#)

Declaration of the Respondent

I declare that I have provided information as a part of the Title VI Program to the best of my knowledge and believe it to be true, correct, and complete.

Respondent Kevin Pigors

Date 9/26/2023

Declaration of the Administrative Head

I declare that I have reviewed and approved the information provided in the Title VI Program and to the best of my knowledge believe it to be true, correct, and complete.

Respondent Heather Thomas

Date 09/26/23

Notice of Rights Under Title VI and Assurance of Nondiscrimination

As a landmark piece of legislation, the Civil Rights Act of 1964 outlawed major forms of discrimination. Marshalltown Municipal Transit uses the Civil Rights Act as a basis to enforce a strict nondiscrimination policy.

Marshalltown Municipal Transit operates its programs and services without regard to race, age, disability (physical or cognitive), religion, creed, color, gender, sexual orientation, marital status, national origin, veteran status or any other basis in accordance with Title VI of the Civil Rights Act.

For more information on Marshalltown Municipal Transit's civil rights program and the procedures to file a complaint, contact MMT at 641-754-5719; email Transit@marshalltown-ia.gov; or visit www.marshalltown-ia.gov.

If a person believes that he or she has been excluded from participation in, denied the benefits of, or subjected to discrimination, they should file a written complaint with Marshalltown Municipal Transit's Transportation Administrator:

Transit Administrator
905 East Main Street
Marshalltown, IA 50158

A complaint must be filed within 180 days after the date of the alleged discrimination.

All complaints will be investigated promptly. Reasonable measures will be undertaken to preserve any information that is confidential. At a minimum, the inquiry will identify and review all relevant documents, practices and procedures, and identify and interview persons with knowledge of the civil rights violation. A written statement of findings and proposed remedies will be provided to the complainant by the transit administrator within thirty business days of receipt of the complaint.

A complainant may file a complaint directly with the Federal Transit Administration by filing a complaint with the Office of Civil Rights:

Title VI Program Coordinator
East Building, 5th Floor-TCR
1200 New Jersey Ave., SE
Washington, DC 20590

If information is needed in another language, contact 641-754-5719

Si necesita información en otro idioma, llame al 641-754-5719

Aviso De Derechos Bajo El Título VI Y

Garantía De No Discriminación

Como pieza legislativa histórica, la Ley de Derechos Civiles de 1964 prohibió las principales formas de discriminación. El Tránsito Municipal de Marshalltown utiliza la Ley de Derechos Civiles como base para hacer cumplir una estricta política de no discriminación.

El Tránsito Municipal de Marshalltown opera sus programas y servicios sin tener en cuenta la raza, la edad, la discapacidad (física o cognitiva), la religión, el credo, el color, el género, la orientación sexual, el estado civil, el origen nacional, la condición de veterano o cualquier otra base de acuerdo con el Título VI de la Ley de Derechos Civiles.

Para obtener más información sobre el programa de derechos civiles de El Tránsito Municipal de Marshalltown y los procedimientos para presentar una queja, comuníquese con MMT al 641-754-5719; envíe un correo electrónico a Transit@marshalltown-ia.gov; o visite www.marshalltown-ia.gov.

Si una persona cree que ha sido excluida de participar, se le han negado los beneficios o ha sido objeto de discriminación, debe presentar una queja por escrito ante el Administrador de Transporte de El Tránsito Municipal de Marshalltown:

Transit Administrator
905 East Main Street
Marshalltown, IA 50158

La queja debe presentarse dentro de los 180 días posteriores a la fecha de la presunta discriminación.

Todas las quejas se investigarán de inmediato. Se tomarán medidas razonables para preservar cualquier información que sea confidencial. Como mínimo, la investigación identificará y revisará todos los documentos, prácticas y procedimientos relevantes, e identificará y entrevistará a las personas con conocimiento de la violación de los derechos civiles. El administrador de tránsito proporcionará al denunciante una declaración escrita de los hallazgos y las soluciones propuestas dentro de los treinta días hábiles posteriores a la recepción de la queja.

Se puede presentar una queja directamente ante la Administración Federal de Tránsito presentando una queja ante la Oficina de Derechos Civiles:

Title VI Program Coordinator
East Building, 5th Floor-TCR
1200 New Jersey Ave., SE
Washington, DC 20590

Si necesita información en otro idioma, llame al 641-754-5719

Title VI Program Overview for Marshalltown Municipal Transit

1) Introduction:

The purpose of this document is to ensure that transit services in the City of Marshalltown are in compliance with the Federal Transit Administration Circular 4702.1B and Title VI of the Civil Rights Act of 1964, which states:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that receives Federal financial assistance.”

2) Title VI Assurances:

In accordance with 49 CFR Section 21.7(a), every application for financial assistance from FTA must be accompanied by an assurance that the applicant will carry out the program in compliance with D.O.T.'s Title VI regulations. This is done annually with the Iowa DOT.

3) Title VI Obligations:

If you are unsure about specific Title VI civil rights obligations regarding Marshalltown Municipal Transit you can contact the transit administrator for clarification. This can be done by calling 641-754-5719, faxing 641-754-4148 or by writing “Transit Administrator, 905 East Main Street, Marshalltown, Iowa 50158”.

4) Translation Services:

MMT utilizes “Big Word” (Attachment B.1) which is a telephone accessed translation service. We also use the “I Speak” (Language Identification) sheets (Attachment B.2), Relay Iowa telephone number: 7-1-1 (or 800-735-2942) (Attachment B.3) and pictograms (Attachment B.4). MMT uses the “Safe Harbor” provision to determine which ethnic groups in Marshalltown the transit system translates important documents into their languages. Currently the only language meeting the five percent level is Spanish.

5) System Information Availability:

Bus schedules and brochures from Marshalltown Municipal Transit are available in both English and Spanish. Schedules are available upon request for those with visual disabilities.

6) Accommodations During Meetings:

MMT will provide accommodations for those with hearing or speech impairments that attend meetings, provided it is done in advance. Please call the office at least two business days ahead of the scheduled event at 641-754-5719.

Title VI Complaint Process

A person can receive a copy of the complaint form by contacting the transit administrator by either calling 641-754-5719, by faxing the request via fax machine at 641-754-4148 or by mailing in the request to the administrator at 905 East Main Street, Marshalltown, Iowa 50158.

Once the document is received by the transit administrator:

- Enter and record the tracking/document number
- The complaint document is reviewed to ensure that it has been filled out correctly and completely.
- If it is not, contact will be attempted with the complainant to fill out the form more completely.
- A fact-finding investigation around the event will be pursued, including confirmation that the transit employee allegedly involved was actually at work that day, on the specific route or run.
- The security camera footage will be removed from the bus, reviewed and saved on a SD card.
- The GPS data for the specific bus will be checked to confirm that it was near the scene of the event.
- There will be an interview with the complainant, the accused employee and witnesses.
- The information will be compiled, reviewed, followed up and then reviewed again.
- There will be a "Letter of Finding" issued within thirty calendar days of confirmation of all information received.

Marshalltown Municipal Transit

Title VI Complaint Form

Title VI of the 1964 Civil Rights Act requires that "No person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance."

The following information is necessary to assist us in processing your complaint. Should you require any assistance in completing this form, please contact the Transit Administrator at (641) 754-5719.

Complete and return this form to: Marshalltown Municipal Transit, Transit Administrator, 905 E Main St, Marshalltown, IA 50158.

1. Complainant's Name_____
2. Address_____
3. City_____ State_____ Zip_____
4. Telephone (home)_____ (cell)_____
5. Person discriminated against (if someone other than the complainant):
Name _____
Address _____
City_____ State_____ Zip_____
6. Which of the following best describes the reason you believe the discrimination took place? Was it because of your (please circle one):
A. Race/Color B. National Origin C. Age
D. Gender E. Income
7. What date did the alleged discrimination take place? _____
8. In your own words, describe the alleged discrimination. Explain what happened and who you believe was responsible. If you need more room please use the back of this sheet. _____

9. Have you filed this complaint with any other federal, state, or local agency, or with any federal or state court? Yes_____No_____

If yes, please circle each one that applies:

Federal Agency

Federal Court

State Agency

State Court

Local Agency

10. Please provide information about a contact person at the agency/court where the complaint was filed

Name_____

Address_____

City_____State_____Zip_____

Telephone Number_____

11. Please sign below. You may attach any written materials or other information that you think is relevant to your complaint.

Complainant's Signature

Date

Public Participation Plan

1) The goal of Marshalltown Municipal Transit's Public Participation Plan is to get meaningful input from the public, including LEP (Limited English Proficiency) persons when making major decisions effecting Marshalltown's city bus system.

2) Public Notification:

MMT will put a notice in the newspaper, the Times Republican, pertaining to service changes. Notices will also be posted in the buses and at the bus shelters. In an effort to reach the LEP population, these notices will also be posted in Spanish. Included in the notice will be the topic, date, time and location of the meeting. For those planning to attend that need assistance with getting to the meets, or special accommodations during the meetings, please contact the transit administrator so that your involvement can be as positive as possible. For those wanting to provide input but cannot attend, you can mail, fax or call the transit office. We value your thoughts, so please be involved. MMT will provide reasonable opportunities for public involvement in the transportation planning process at key points. If you require special assistance in getting to or participating in these meetings please call the transit office one or two days ahead of time to allow us to best accommodate you.

3) Public Participation Process:

MMT will meet at various times, dates, locations, different meeting sizes and formats to make it as convenient and inviting as possible for anyone from the public, including LEP persons to be able to participate in the decision-making process and to give their input on major changes with the transit system. Public meetings are held whenever there are fare increases, service reductions, and at the annual public hearing. MMT will encourage faith, cultural and social service-based organizations to be involved in this community wide decision-making process.

4) Public Outreach:

MMT has met with local human services groups and local radio stations, including a Spanish station, to provide education on how to ride public transit. Larger, easier to read maps have been created to help individuals better understand the routes, available upon request. In addition, bus schedules are now available in Spanish.

Language Assistance Plan

A.) Purpose:

The purpose of this Language Assistance Plan is to meet the Federal Transit Administration's requirements to comply with Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color or national origin. As a sub recipient of FTA funding, Marshalltown Municipal Transit has pledged to take reasonable steps to provide meaningful access to its transit services for persons who do not speak English as their primary language and who have a limited ability to read, speak or understand English. The FTA refers to these persons as Limited English Proficient (LEP) persons.

The U.S. Department of Transportation, Federal Transit Administration Office of Civil Rights' publication "Implementing the Department of Transportation's Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficient Persons – A Handbook for Public Transportation Providers" was used in the preparation of this plan.

B.) Content:

This plan includes:

1. A needs assessment based on the four-factor analysis
2. Language assistance measures
3. A staff training plan
4. Methods for notifying LEP persons about available language assistance
5. Methods for monitoring, evaluating and updating this plan

B.1) - LEP Needs Assessment – the Four-factor Analysis

B.1.A.) Factor 1 - The number or proportion of LEP persons in our service area who may be served or are likely to encounter a transit program, activity or service.

MMT assessed the following information (as checked) about LEP persons to determine the number or proportion of LEP persons who might use or want to use our transit services:

- ☐ GIS map showing the transit service area and concentrations of LEP persons
- ☒ 2020 US Census data
- ☐ Survey results
- ☐ Reports from drivers, dispatchers and others about contact with LEP persons
- ☒ Local school district data
- ☐ Human Services Dept. data
- ☐ Information from local organizations (examples: religious, social service, etc.)
- ☐ Other information Describe:
According to data provided from the 2010 U.S.

Census:

The total number of LEP persons in our service area: 7,500

Spanish: 6,308 (25.3%)

Other Asian, Pacific Island, and Indo-European Languages: 1192 (4.7%)

The total eligible population in our service area: 24,966

The proportion of LEP persons to the total eligible service population: 30%

B.1.B.) Factor 2 – The frequency with which LEP persons come in contact with our transit services, programs and activities.

We do not have any data regarding requests from LEP persons: however, since the transit routes serve a large portion of the City of Marshalltown, as well as a number of non-profit agencies, it is likely that we are providing services to LEP persons.

The main language spoken by LEP persons in Marshalltown is Spanish.

B.1.C.) Factor 3 – The nature and importance of services, programs or activities provided to the LEP population.

MMT considers our transit services to be an important and essential service for many people living in our service area.

B.1.D.) Factor 4 – The resources available to our transit system and the overall cost to provide language assistance.

MMT's creates marketing material for our community with LEP persons in their language about transit services that are available to them. We also have key documents available in Spanish. Since it's done in-house the cost is minimal. Google Translate is available for each driver.

B.2) – Language Assistance Measures

Language measures currently used and planned to be used by MMT to address the needs of LEP persons include:

- X Translating key documents into the following language(s): Spanish
- X Arranging for availability of oral translators whenever possible
- X Communicating with LEP persons' groups about transit services
- X Posting notices in appropriate languages informing LEP persons of available services

___ Other – Describe:

B.3) – Staff Training

To ensure effective implementation of this plan, MMT will schedule training at orientations for new staff and annually for all employees with contact with the public on how to handle verbal requests for transit services in a foreign language.

B.4) – Notice to LEP Persons about Available Language Assistance

MMT plans to notify LEP persons in their own language about the language assistance available to them without cost by using the following methods:

☒ brochures

☒ sending information to local organizations that work with LEP persons

☒ website notices

☐ Other, describe:

B.5) – Monitoring, Evaluating and Updating This Plan

MMT will review this plan annually by:

Assessing the sufficiency of staff training and budget for language assistance.

Reviewing current sources for assistance to ensure continuing availability.

Reviewing any complaints, comments and suggestions from LEP persons, or agencies that serve them, that were received during the past year.

This plan will be reviewed annually by MMT staff. Revisions of this plan will be approved by the transit administrator and dated accordingly.

C – Dissemination of Plan

C.1) This Language Assistance Plan is available on our website at marshalltown-ia.gov

This plan is also available at no cost in English or Spanish upon request by telephone, fax, mail, e-mail or in person.

If requested to be provided in another language and it is feasible to have it translated, it shall be provided at no cost to the requester.

D) – Contact Information

Questions or comments about this plan may be submitted to:

Name: Kevin Pigors

Title: Transit Administrator

Address: 905 East Main Street, Marshalltown, Iowa 50158

Telephone Number: 641-754-5719

Fax Number: 641-754-4148

**RESOLUTION APPROVING THE 2023 UPDATE OF THE TITLE VI PROGRAM FOR
MARSHALLTOWN MUNICIPAL TRANSIT (MMT)**

WHEREAS, there is herewith submitted to the City Council of Marshalltown, Iowa, a proposed 2023 Update to the Title VI program for Marshalltown Municipal Transit; and

WHEREAS, this program and associated policies shall replace in their entirety those adopted in 2020, as part of Resolution 2020-149; and

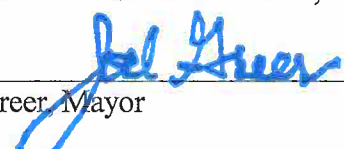
WHEREAS, the City Council finds this program and policies to be within the best interest of the City.

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

Section 1. That the Title VI Program for Marshalltown Municipal Transit is hereby adopted and effective October 1, 2023.

Passed this 25th day of September 2023 and signed this 26th day of September 2023.

CITY OF MARSHALLTOWN, IOWA



Joel Greer, Mayor

ATTEST:



Alicia Hunter, City Clerk

System-wide Service Standards

System-wide Service Standards:

Vehicle Load Standard:

Vehicle Type	Average Passenger Capacities			
	Seated	Standing	Total	Maximum Load Factor
29' Gillig	23	20	42	1.8
40' Gillig	36	40	76	2.1
40' Gillig Phantom	44	20	64	1.4
40" Gillig Low Floor	38	45	83	2.1
214" Glaval LF	17	0	17	1

The average of all loads during the peak operating period should not exceed vehicles' achievable capacities, which are 42 passengers for the Gillig 29' vehicles, 76 Passengers for the Gillig 40' vehicles, 64 passengers for the 40' Gillig Phantom, and 17 passengers for the Glaval Cut-away.

Vehicle Headway Standard:

Tabular Format:

Policy Headways and Periods of Operation		
Fixed Route Service	Runs	Minutes
Early Morning	2	75
Weekday	38	30
Seasonal AM	1	50
Seasonal PM	2	50
Express (Purple Route)	10	30

Written Format:

The first fixed route runs of each weekday takes seventy-five minutes. The rest of the fixed route runs for each day take thirty minutes. Service begins at 7:15 AM and ends at 5:00 PM

Complementary Paratransit service trip length will be the same or less than a similar trip would be using the fixed route system.

On-Time Performance Standard:

95% of Marshalltown Municipal Transit's fixed routes will complete their established runs no more than five minutes early or late in comparison to the published schedule timetables.

95% of Marshalltown Municipal Transit's paratransit service will deliver passengers by their scheduled appointment time.

Service Availability Standard:

The listed bus stops will not be more than thirteen blocks apart on the primary fixed routes. However, we do have bus stop signs at intersections along the paths at closer intervals. Also, it is the written policy that MMT will pick up or drop off any passengers at any street corner along the fixed routes. We have one secondary fixed route, the Purple Route. It has greater than thirteen blocks between listed bus stops. This is because it is set up as an express service to the southern-most part of the city. The Complementary Paratransit service covers anywhere within city limits.

System-wide Service Policies:

The Vehicle Assignment Policy is a document that explains why specific buses are assigned to specific driving tasks, whether fixed or subscription service routes.

System-wide Service Amenities

(Required before purchase of vehicle without access features required in 49 CFR, Part 38)

I hereby certify that when viewed in its entirety, the demand-responsive passenger transportation program of Marshalltown Municipal Transit provides disabled persons with access equal to that afforded to any other persons in terms of the following criteria.

- 1) Response time
- 2) Fares
- 3) Geographic area of service
- 4) Hours and days of service
- 5) Restrictions based on trip purpose
- 6) Availability of information and reservations capabilities
- 7) Constraints on capacity or service availability

Certified this ____ day of September, 2023 (Signature) **Joel Greer** **Mayor**
(Typed/Printed name) (Title)

Please complete the ADA Needs Analysis for Demand Response Public Transit information.

Americans with Disabilities Act (ADA) Needs Analysis for Demand Responsive Public Transit

The ADA requires demand-responsive public transit systems to provide program accessibility for persons with disabilities. Such features and services of your transit system must be provided in the most integrated manner possible. Unlike fixed-route systems, a demand-responsive system is not required to buy only accessible vehicles, but may purchase non-accessible transit vehicles once it has reached the point where it can assure that an individual with a disability calling in for service on any part of the system can be transported via an accessible vehicle as quickly as a nondisabled person requesting service in the same area. Trip purpose restrictions, advance reservations requirements, etc., are allowable so long as they do not impact disabled persons any differently than they do others.

Although the vehicle accessibility standards are probably the most noticeable of the ADA access requirements, for the demand-responsive system access to the ride-request/dispatch function is every bit as critical and must be considered a priority in programming. An analysis should be completed documenting how ride requests/ reservations are handled for all parts of the public transit system. (For brokered systems such an analysis must cover all vehicles purchased with U.S. DOT funding plus any other vehicles for which statistics are counted for funding purposes). In each case, access to phone-in facilities must be provided for hearing impaired persons and access to face-to-face reservation facilities must be provided for persons with mobility impairments, whether these requirements are currently met and, if not, how they will be met in the future including a listing of any capital improvements needed to accomplish that. (It may not always be necessary for the transit system to own telephone equipment for hearing impaired persons, but arrangements must be made which do not involve considerably more effort.)

Access to system information is also a critical need under ADA. Any alternate phone number(s) for hearing disabled persons must be prominently featured in system literature. All literature must also be available in Braille or taped cassette formats for visually impaired persons. (Remember that all system services must be described in system literature and that such literature must include the information that **these services are open to the public, including persons with disabilities, without discrimination**).

Outlets for ticket/pass sales or locations for obtaining eligibility identification cards must be accessible to all persons with disabilities. The analysis should identify any such outlets/locations for the system. For each, an assessment should be made of whether it is currently accessible or, if not, what will need to be done to provide access. (Remember that sometimes it is more sensible to change the location than to do any kind of major retrofitting of a facility.)

Access to public transit vehicles by disabled persons is the heart of the ADA's transportation title. As mentioned earlier, fixed-route transit systems must buy only vehicles that are accessible to persons with a wide array of disabilities that would prevent their usage of today's (or yesterday's) "standard buses." Demand-responsive transit systems must also buy only accessible vehicles, unless they can already provide accessible service to any disabled person requesting to ride on any part of the system just as quickly as a nondisabled person.

At first reading this would appear to have little impact on Iowa's demand-responsive public transit systems because most have had significant numbers of "lift-equipped" vehicles in their fleets to carry persons in wheelchairs. The ADA rules, however, set a higher standard of accessibility that most existing vehicles do not meet. Under ADA, to be considered accessible vehicles must have longer platforms on their lifts so that they can carry the popular three-wheel scooter mobility devices as well as traditional wheelchairs. They must have a double handrail on lift to support standees throughout the operation of the lift process.

The lifts are used to carry persons unable to comfortably climb stairs, but not yet using a wheelchair. They must transport the mobility devices in a forward or rearward facing orientation, instead of the more dangerous but cheaper side-facing positions, and the securement systems used must provide better protection than most of those currently in use. They must also allow either 56 or 68 inches of headroom from the lift to the securement location. There are also other minor new requirements.

The first step in analyzing whether vehicles to be purchased by a demand-responsive transit provider must be accessible is to evaluate the existing fleet. How many existing vehicles meet the accessibility standards? Are there any others, which can with only minor changes be brought into compliance?

Next, the various services provided under the auspices of the system should be examined. In each case an assessment should be made whether the service is currently provided with an accessible vehicle, and if it is not, whether there is some other accessible vehicle available to provide the service if someone in a scooter, for instance, might request a ride. The assessment may involve programming a retrofit of existing vehicles to meet the accessibility standard, but prior to the system programming purchase of any non-accessible vehicles. The assessment should document the way by which the system is able to respond to a request for accessible transportation on any of its services in a way that matches the response time for nondisabled ride requests.

Other facets of the transit program are also affected by ADA. All transit board meetings, advisory meetings, planning meetings, etc., are required to be open to the public. The meeting locations must be fully accessible to persons with disabilities. Such access must include access to water fountains, restrooms, vending machines or other amenities available to others involved in the meeting. As with other functions such as ticket sales, etc., the remedy need not involve changes to the current site, but could instead merely involve scheduling the meetings at a different location where accessibility features are available. Thought should also be given to scheduling meetings when accessible transit service is available or providing special service for persons wishing to attend the meetings.

Even once all transit functions, which involve interfacing with the public, are made accessible to persons with disabilities there may still remain workplace accessibility concerns under ADA. This might be especially true if some of the public functions have been made accessible by relocating them to a different site. Workplace accessibility for both office and garage facilities becomes a factor if any new construction, additions or modifications are anticipated. The new areas must be designed for full accessibility and with additions or modifications, to the extent that cost is not disproportionate to the overall project total. It is required that restrooms, drinking fountains, etc., serving the new or remodeled areas must also be made accessible. Even in the absence of any planned additions or remodeling, the employment provisions of ADA require that reasonable accommodations be made in existing work sites to allow a qualified employment candidate with disability to access the workplace and perform their job duties.

Access to vehicle dispatch/ride reservations

What arrangements have been made to allow access to dispatch service by persons with hearing impairments? (Examples: equipping dispatch with a Telecommunications Device for the Deaf (TDD), having calls relayed by other agency with TDD, etc.)

Do the above-described arrangements cover all transportation services provided as part of the transit program and do they avoid imposing any greater cost or inconvenience on such disabled persons than on other riders? (i.e., toll call vs. toll-free call or shorter hours). [The complementary paratransit service is open to the public the same hours as the fixed routes.](#)

Are these arrangements prominently publicized in all system literature or media advertising? [We display it on system literature.](#)

Describe any special outreach conducted to inform hearing-impaired persons of this access to the dispatch function. [None recently.](#)

Access to system information

What efforts have been undertaken to make system information (such as brochures, schedules, etc.) accessible to persons with visual impairments (examples: audiotape version available, Braille version available, large print version available)? [MMT has large print and available upon request.](#)

Does all literature/advertising include information that all services are **open to the general public, including persons with disabilities**? [Yes, this includes bus signage, bus schedules, city council meeting agendas and our passenger handbooks.](#)

Describe any special outreach conducted to inform various segments of the disabilities community of service accessibility. [The transit administrator has met with disabled people and the agencies that work with them, throughout the year.](#)

Access to ticket/token/pass/identification (ID) outlets

If your system allows or requires users to pay fares or obtain ID's at any location other than aboard a transit vehicle, describe each such location, what function it is used for, and whether the site itself is accessible to persons with disabilities as well as whether any public restrooms, drinking fountains, etc., serving the site are accessible.

Location	Public Transit Function(s)	Site Accessible	Amenities Available	Public amenities available
City Hall	Ticket Outlet	Ramp & electric door	Drinking fountain, restrooms, chairs	The Same
Hy-Vee	Ticket Outlet	Automatic doors	Drinking fountain, restrooms, chairs and vending machines	The Same
Mid-Iowa Workshop	Ticket Outlet	Automatic doors	Drinking fountain, restrooms, chairs and vending machines	The Same
Iowa Veterans Home	Ticket Outlet	Automatic doors	Drinking fountain, restrooms, chairs and vending machines	The Same
Marshalltown High School	Ticket Outlet	Automatic doors	Drinking fountain, restrooms, chairs and vending machines	The Same
Lenihan Intermediate School	Ticket Outlet	Automatic doors	Drinking fountain, restrooms, chairs and vending machines	The Same
Miller Middle School	Ticket Outlet	Automatic doors	Drinking fountain, restrooms, chairs and vending machines	The Same

Fleet Accessibility

List all passenger vehicles in the public transit fleet, including both vehicles bought with state or federal transit funds and vehicles bought with any other funds that are used to provide services counted toward public transit formula funding. For each, list ID number and length, then indicate whether the vehicle meets the various ADA standards for accessibility (see Appendix M in your Agreement Binder).

Fleet ID#	101	109	121	131
Vehicle Length	29'	29'	29'	29'
Lift	No	No	No	No
Ramp	Lift-U LU11-08-04	Lift-U LU11-06-02	Lift-U LU11-08-05	Lift-U LU18-02-03
Headroom	78"	78"	78"	78"
Securement Locations	Two / Same Side	Two / Same Side	Two / Same Side	Two / Same Side
Securement Systems	Q-Straint	Q-Straint	Q-Straint	Q-Straint
Lighting	Yes	Yes	Yes	Yes
Priority Seating	Yes	Yes	Yes	Yes
Handrails	Yes	Yes	Yes	Yes

Fleet ID#	181	011	013	014	191
Vehicle Length	29'	40'	40'	40'	28'
Lift	No	Lift-U LU0-51-08	Lift-U LU0-51-19	No	No
Ramp	Lift-U LU18-02-09	No	No	Lift-U LU5-02-03	Ricon BR2E
Headroom	78"	78"	78"	78"	78"
Securement Locations	Two / Same Side	Two / Opposite Each Other	Two / Opposite Each Other	Two / Opposite Each Other	Three / Two Same Side, One Opposite Side
Securement Systems	Q-Straint	Q-Straint	Q-Straint	Q-Straint	Q-Straint
Lighting	Yes	Yes	Yes	Yes	Yes
Priority Seating	Yes	Yes	Yes	Yes	Yes
Handrails	Yes	Yes	Yes	Yes	Yes

Service accessibility

List each distinct service provided by the public transit program (i.e., all services performed by vehicle listed previously). This should include a separate listing for each contract, and if a contract involves different services provided by different vehicles or covers different service areas serviced by different vehicles, these should be broken out. For each service element listed, indicate whether it is currently provided by an existing ADA accessible vehicle. For each service element that is not served by an ADA accessible vehicle, indicate, if possible, how you would be able to respond to a request to carry a 48-inch long scooter, or an individual with a walker needing lift assistance, on such service with a response time and fare matching those available for current riders.

Service	Accessible vehicle	Means for providing access	Accessible amenities
Fixed Routes	ADA Compliant	Ramps and lifts	Benches and ADA Compliant Shelters, Route Maps and Schedules
Seasonal Routes	ADA Compliant	Ramps and lifts	Benches and ADA Compliant Shelters, Route Maps and Schedules
Complimentary Para Transit Subscription	ADA Compliant	Ramps and lifts	
Complimentary Para Transit Service	ADA Compliant	Ramps and lifts	

Transit meeting access

List all meetings relating to the transit program such as board meetings, transit advisory meetings, planning advisory meetings, budget meetings, public hearings, etc., and their normal location. For each location, note whether the site itself is accessible to persons with disabilities and whether any amenities (restrooms, drinking fountains, vending areas, etc.) available to persons attending the meetings at the site are accessible.

Meeting	Location	Accessible Site	Accessible amenities
Typical Business Meetings	Public Works Facility	Yes	ADA access to front door, restrooms and drinking fountain
Board Meetings	City Hall Council Chambers	Yes	ADA front door, elevator, restrooms and drinking fountain
Public Hearings	City Hall Council Chambers	Yes	ADA front door, elevator, restrooms and drinking fountain
Planning Advisory Meetings	Courthouse, second floor	Yes	ADA front door, elevator, restrooms and drinking fountain

Access to workplace

List all locations where persons involved in any aspects of providing the transportation services listed previously work. This would include administrative offices, dispatching areas, driver staging areas, vehicle maintenance areas, purchasing offices, coordinator or outreach offices if supported by transit, etc. For each, note whether the persons working at this site are employees of the transit system or employees of subcontractors, then note whether the site is accessible to persons with disabilities and whether the amenities available at the site for people working there are accessible.

Worksite	System employee or contractors	Site accessible	Amenities accessible
Administrative Offices	Employees and contractor	Yes, ADA front door	Restrooms, drinking fountain, chairs
Dispatcher / Office Assistant	Employees and Contractor	Yes, ADA front door	Restrooms, drinking fountain, chairs
Conference Room	Employees, Contractors and General Public	Yes, ADA front door	Restrooms, drinking fountain, chairs

Driver Staging	Employees Only	Yes, ADA front door	Restrooms, drinking fountain, chairs
Maintenance Area	Employees Only	Yes, ADA front door	Restrooms, drinking fountain, chairs

Transit Amenities Policy

The decision of where to place amenities is decided by the decision-making authority of the property. For example, ticket outlets are not owned by MMT. Amenities, such as benches and shelters, that are placed on terraces owned by the City, are strategically placed based on pedestrian traffic and passenger demand along bus routes.

System-wide Service: Vehicle Assignment Policy

All vehicles are able to run any service MMT offers. When assigning buses to different routes there are a several things to take into consideration:

- 1) Mileage
- 2) Preventative Maintenance
- 3) Bus Capacity
- 4) Ramp style & accessibility
- 5) Personnel/Operator Disabilities (ADA)
- 6) Break-downs

It is essential to our fleet to maintain the mileage of daily use; ensuring that all buses are getting the fiscal miles met for the year end. In doing so it is easier to keep track of our preventative maintenance procedures in knowing which buses are ready to be pulled into the maintenance shop.

Knowing the routes and which bus to send on the routes per the capacity of the buses available is crucial considering the safety of the passengers. Capacities to allow for are: walk-on, standing and mobility devise segments in each type/style of bus. In our current fleet we have 1 - Low Floor Glaval, 2 – Gillig Phantom, and 6 - Low Floor Gilligs.

Again, knowing the routes, the ramp or lift style, and accessibility of the buses for our disabled patrons is another vital key to vehicle assignment. Most vehicles in our fleet have a 2 position capacity for mobility devises.

Also, a key component in vehicle assignment is the accommodations made for our Operators per the Americans with Disabilities Act. The ADA requires that our Marshalltown Municipal Transit system make reasonable accommodations to allow our drivers to operate the vehicles with minimal incident.

Finally, unexpected break-downs cause the vehicle assignments to shift from time-to-time.

Disparate Impact Policy

The purpose of Marshalltown Municipal Transit's Disparate Impact Policy is to determine if current practices and potential changes have a negative effect on people within the community that are Limited English Proficient or of low-income.

MMT will compare existing service to proposed service, and calculate the absolute change as well as the percent of change in travel time. If it is determined that the increase in travel time from the proposed service change is more than 15 minutes for any minority or low-income transit route then the change will be deemed to have a disparate impact.

Additionally, all new routes will require an equity analysis with the exception of supplemental services designed to reduce potential overcrowding on regular transit routes.

For the discontinuation of a minority or low-income transit route or portion of a route, the analysis will determine the availability of an alternate route or service within one-quarter mile. If there is no alternative within one-quarter mile, then the route or service discontinuation will be deemed to have a disparate impact.

In addition to the thresholds triggering an equity analysis, a service change proposal may be submitted for equity analysis and public hearing at the discretion of the City of Marshalltown City Council, even if the proposed service change does not meet the threshold for a major service change.

Disparate Impact Analysis

A disparate impact analysis will review any change of more than 25% of the revenue hours or route miles on a given transit route, or a branch of a route for an individual day (weekday) as happening at one time or within a single year. Route branch is defined as one of the two or more route segments served by a single route.

Any change to the span of service on a given transit route of one hour or more for an individual weekday. A span of service is defined as the time from the start of the first trip to the start of the last trip on a given route.

The introduction of any new transit route with the exception of supplemental service designed to reduce potential overcrowding on regularly scheduled transit routes will be reviewed through a disparate impact analysis.

For all routes with proposed changes that meet the major service change threshold, MMT will conduct a social equity analysis to:

- determine the benefits of a potential negative impact on minority and low-income populations;

- quantify the expected effects (positive and negative);

- and determine the appropriate course of action to prevent, minimize or mitigate the impacts as warranted.

Minority Threshold

According to the Federal Transit Administration, “minority persons” include those classified as (1) American Indian and Alaska Native, (2) Asian, (3) Black or African American, (4) Hispanic or Latino and (5) Native Hawaiian and Other Pacific Islander.

MMT defines a minority transit route as one in which at least one-third of the revenue miles are located in a Census block or block group, or traffic analysis zone where the percentage minority population is equal to or greater than the percentage minority population in the service area.

Low Income

According to the Federal Transit Administration, “low income” means a person whose median household income is at or below the Department of Health and Human Services poverty guidelines. These guidelines are based on a household income and household size.

MMT defines a low-income transit route as one in which at least one-third of the revenue miles are located in a Census block or block group, or a traffic analysis zone where the percentage low-income population is equal to or greater than the percentage low-income population in the service area.

MMT

MARSHALLTOWN MUNICIPAL TRANSIT

POLICY STATEMENT DISADVANTAGED BUSINESS ENTERPRISES

It is the policy of Marshalltown Municipal Transit to purchase the highest quality goods and services at the best possible price. In doing so, MMT will not discriminate on the basis of race, color, national origin, sex, or any other factor in the award and administration of any purchase or contract. It is our policy to create a level playing field for disadvantaged businesses, ensure that only businesses that are actually certified DBEs are covered under this policy and program, whenever possible help to remove barriers for these businesses, and to provide narrowly tailored opportunities when in accordance with applicable laws to assist socially and/or economically disadvantaged businesses participate in either capital or operational endeavors.

The DBELO (Disadvantaged Business Enterprise Liaison Officer), who is the transit administrator, is responsible for developing, implementing and monitoring the D.B.E. program. This includes setting overall annual goals, determine contractor compliance with good faith efforts, looking for ways to improve MMT participation, improvement of the D.B.E. program, maintain a current copy of the Iowa D.O.T.'s directory of D.B.E. businesses and identifies contracts and procurements so that D.B.E. goals are included in solicitations.

MMT will take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of D.O.T. assisted contracts. The recipient's DBE Program, as required by 49 CFR Part 26 and as approved by the Iowa D.O.T. is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to MMT of its failure to carry out its approved program, the Department of Transportation may impose sanction as provided for under Part 26 and may, in appropriate

cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et. seq.).

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Prime Contractors

Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such remedy as the recipient deems appropriate. MMT will include the following clause in each D.O.T. assisted prime contract:

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment from the prime contract received from MMT. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of MMT. This clause applies to both D.B.E. and non-D.B.E. subcontracts.

MMT has established the following procedures to monitor and enforce that prompt payment and return of retainage are in fact occurring:

- 1) Request verification from prime contractors that subcontractors were paid within the timeframe specified in 49 CFR Part 26.29.

- 2) Hold payment of prime contractor until subcontractor is paid.

- 3) If payments were still not made, MMT would consider any future bids non-compliant due to a lack of good faith.

Financial Institutions:

While there are no certified DBE financial institutions in Iowa, West Bank of Des Moines is willing to work with them. The contact person is Vice-president Michele Belden.

MMT utilizes the Iowa D.O.T. D.B.E. directory identifying all firms eligible to participate as D.B.E.s

The IDOT DBE program is described online at http://www.dot.state.ia.us/contracts/dbe_program.pdf.

The directory of certified businesses is located at <http://www.ia.bidx.com/lettings/dbealpha.pdf>

MMT does not have overconcentration in one or more types of work. We will re-evaluate the need for such a program every two years.

Monitoring and Enforcement Mechanism

- 1) MMT will bring to the attention of the Iowa D.O.T. any false, fraudulent or dishonest conduct in connection with the program, so that I.D.O.T. can take the steps provided in 26.109

A. MMT will consider similar action under our own legal authority, including responsibility determinations in future contracts.

B. Remedies to enforce the D.B.E. requirements in its contracts include

- 1) Breach of contract, pursuant to the terms of the contract;
- 2) Breach of contract, pursuant to Iowa state code;

- 3) Federal Government options include:
 - a) Suspension or debarment proceedings pursuant to 49d CFR Part 26;
 - b) Enforcement action pursuant to 49 CFR Part 31;
 - c) and/or prosecution pursuant to 18 USC 1001.

C. MMT will provide a monitoring and enforcement mechanism to verify that work committed to DBEs at contract award is actually performed by the DBEs. This will be accomplished through the bidding process, on-site monitoring, payroll reviews and maintenance of reports through the accounting department for quarterly DBE progress.

D. MMT will keep a running tally of actual payments to DBE firms for work committed to them at the time of contract awards.

Goal Setting Accountability

If the awards and commitments shown on MMT's Uniform Report of Awards or Commitments and Payments at the end of any fiscal year are less than the overall applicable to that fiscal year, we will:

- 1) Analyze in detail the reason for the difference between the overall goal and the actual awards/commitments;

- 2) Establish specific steps and milestones to correct the problems identified in the analysis;
- 3) Retain information/records the analysis and efforts made for at least three years.

MMT will establish contract goals only on those DOT-assisted contracts that have subcontracting possibilities.

MMT will use contract goals to meet any portion of the overall goal MMT does not project being able to meet using race-neutral means. Contract goals are established so that, over the period to which the overall goal applies, they will cumulatively result in meeting any portion of our overall goal that is not projected to be met through the use of race-neutral means.

Good Faith Efforts

The process used to determine whether good faith efforts have been made by a bidder include:

- 1 Soliciting should be made through all reasonable and available means, including attendance at pre-bid meetings, advertising and/or using written notices and the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

2 Selecting portions of the work to be performed by DBEs, in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own employees.

3 Providing interested DBEs with adequate information about the plans, specifications and requirements of the contract in a timely manner to assist them in responding to a solicitation.

Information to be submitted:

MMT treats bidder compliance with good faith efforts' requirements as a matter of responsibility. Each solicitation for which a contract goal has been established will require the bidder to submit the following:

- 1) The names and addresses of DBE firms that will participate in the contract,**
- 2) A description of the work that each DBE will perform,**
- 3) The dollar amount of the participation of each DBE firm participating,**
- 4) Written and signed documentation of commitment to use a DBE subcontractor whose participation it submits to meet a contract goal,**
- 5) Written and signed confirmation from the DBE that it is participating in the contract as provided in the prime contractors commitment and**

- 6) If the contract goal is not met, evidence of good faith efforts.

Administrative Reconsideration

Within 30 days of being informed by MMT that it is not responsible because it has not documented sufficient good faith efforts, the contractor may request administrative reconsideration in writing to the city administrator at 24 North Center Street, Marshalltown, Iowa 50158. The city administrator will not have played any role in the original determination that the contractor did not document sufficient good faith efforts. The contractor will have the opportunity to meet in person, explaining whether it met the goal or made adequate good faith efforts. The city administrator's decision is final, and is not appealable to the DOT.

Good Faith Efforts when a DBE is terminated or replaced

MMT requires that the prime contractor not terminate a DBE subcontractor listed on a bid/contract with a DBE contract goal without MMT's written consent. Prior written consent will only be provided where there is "good cause" for termination of the DBE firm, as established by Section 26.53 (f)(3) of the DBE regulations.

Before transmitting to MMT its request to terminate, the prime contractor must give written notice to the DBE of its intent to do so. A copy of this document should be given to MMT prior to the DBE receiving their notice. The DBE will then have five business days to respond and advise MMT of why it objects to the proposed termination. Where "good cause" exists to terminate a

DBE's contract, MMT will require the prime contractor to make good faith efforts to replace a DBE with another certified DBE, and provide amended subcontracts. If the contractor fails or refuses to comply in the time specified, MMT will issue an order to stop all or part of the payments until satisfactory action has been taken.

Record Keeping

MMT requires prime contractors to retain records and documents of payments to DBEs for three years following the completion of a project.

Program Monitoring and Review Process

The purpose of this section is to provide guidance on how the Title VI program at Marshalltown Municipal Transit is monitored, reviewed and improved upon. It is our goal to eliminate any and all discrimination that might occur within our transit system.

When there is a statement or complaint of discrimination the transit administrator will follow up on it. The claim can come from a passenger, someone from the general public or a staff person at MMT. Once there is a clear picture of the event there will be a documented process on how the situation will be corrected. The goal here is to eliminate unfair treatment.

MMT will review its Title VI program annually. Also, we will submit a revised copy of our program and policies to the Iowa D.O.T. every three years.

**RESOLUTION TO CHANGE THE FUNDING SOURCE FOR THE LOCAL MATCH
REQUIREMENT FOR THE CO2 REFRIGERATION SYSTEMS ECONOMIC
DEVELOPMENT ASSISTANCE CONTRACT FROM LOCAL OPTION SALES TAX
FUND TO ECONOMIC DEVELOPMENT GIFT FUND**

WHEREAS, the City Council adopted Resolution 2024-050 of Support for CO2 Refrigeration Systems Application for the Iowa Economic Development High Quality Jobs Program and Authorizing the Use of Council Designated Local Option Sales Tax on March 11, 2024 in the amount of \$20,000; and.

WHEREAS, the Economic Development Assistance Contract was awarded March 22, 2024; and.

WHEREAS, Fund 160 Economic Development Gift fund was originally established to fund start-up companies and the fund currently has over \$57,000; and

WHEREAS, this Company is new to Marshalltown and is anticipated to create an estimated 48 jobs at this manufacturing facility;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, AS FOLLOWS: The City Council of the City of Marshalltown, Iowa, approves changing the funding source from Fund 121 Local Option Sales Tax to Fund 160 Economic Development Gift Fund for the \$20,000 local match .

Passed this 12th day of August 2024, and signed this _____ day of August 2024.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

MARSHALLTOWN

I O W A

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

TO: Mayor and City Council
FROM: Diana Steiner, Finance Director
DATE: August 7, 2024
RE: Change funding source for local match for CO2 Refrigeration Systems 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: N/A

Recommendation: Change the funding source for the local match for the CO2 Refrigeration Systems Economic Development Assistance Contract from Fund 121 Local Option Sales Tax to Fund 160 Economic Development Gift Fund.

Budget Impact: No impact as just changing funding sources.

Description/Background: Fund 160, titled Economic Development Gift fund, was originally established to fund start-up companies and the fund currently has over \$57,000. Council originally approved \$20,000 for local match on Resolution 2024-050 for the CO2 Refrigeration's project. Now that the Economic Development Assistance Contract has been awarded and the City will definitely incur the \$20,000 expenditure, I am recommending that this is a good opportunity to use the available funds in Fund 160 and save funds in 121 LOST for other projects.

CITY COUNCIL

Melisa Fonseca, Barry Kell, Mike Ladehoff,
Mark Mitchell, Greg Nichols, Jeff Schneider, Gary Thompson



**RESOLUTION OF SUPPORT FOR CO2 REFRIGERATION SYSTEMS
APPLICATION FOR THE IOWA ECONOMIC DEVELOPMENT HIGH
QUALITY JOBS PROGRAM AND AUTHORIZING THE USE OF COUNCIL
DESIGNATED LOCAL OPTION SALES TAX**

WHEREAS, the High Quality Jobs program provides qualifying businesses assistance to off-set some of the costs incurred to locate, expand, or modernize an Iowa facility; and

WHEREAS, the Iowa Economic Development Authority offers this program to promote growth in businesses, which employ Iowans in jobs defined as high-quality by state statute; and

WHEREAS, CO2 Refrigeration Systems application is being considered for approval; and

WHEREAS, the City Council finds it in its best interest to provide the \$20,000 local match requirement for the creation of an estimated 48 new jobs at this manufacturing facility located in Marshalltown.

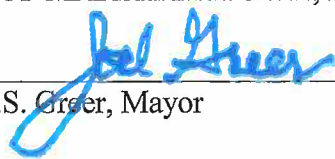
NOW, THEREFORE, BE IT RESOLVED BY CITY COUNCIL OF THE CITY OF MARSHALLTOWN,

Section 1. CO2 Refrigeration Systems application for the Iowa Economic Development High Quality Jobs Program, is hereby supported, and the Mayor and City Clerk are directed to execute the documents necessary for the application and award of this program.

Section 2. The use of \$20,000 in council-designated local option sales tax is approved if the grant is awarded.

Passed this 11th day of March 2024, and signed this 12th day of March 2024.

CITY OF MARSHALLTOWN, IOWA



Joel T.S. Greer, Mayor

ATTEST:



Alicia Hunter, City Clerk

**RESOLUTION AUTHORIZING THE CLOSURE OF FUND 952
SURETY BONDS/DEPOSITS AND TRANSFER REMAINING FUNDS
TO FUND 110 ROAD USE TAX**

WHEREAS, fund 952, titled Surety Bonds/Deposits, was established decades ago to track deposits received by bidders for bid documents; and

WHEREAS, the Public Works Department now provides the bid documents electronically; and

WHEREAS, there has been no activity in fund 952, except interest earned, since prior to fiscal year 2016 when new accounting software was implemented; and

WHEREAS, \$5,838.38 is the balance of the fund at 7/31/24 and can be transferred to Fund 110 Road Use Tax, since this is where the expense for the bid documents would have been charged.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, AS FOLLOWS: The City Council of the City of Marshalltown, Iowa, approves to close fund 952 and transfer \$5,838.38 to fund 110.

Passed this 12th day of August 2024, and signed this _____ day of August 2024.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

MARSHALLTOWN

I O W A

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

TO: Mayor and City Council
FROM: Diana Steiner, Finance Director
DATE: August 7, 2024
RE: Transfer of funds from 952 to 110

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: N/A

Recommendation: Transfer \$5,838.38 fund balance at 7/31/24 in Fund 952 Surety Bonds/Deposits to Fund 110 Road Use Tax to close out this fund as it is no longer needed.

Budget Impact: Fund 952 is a fiduciary fund (the City acts as a custodian) so there is no budget.

Description/Background:

Fund 952, Surety Bonds/Deposits, was established a long time ago so when bidders wanted paper copies of bid documents, they would pay a deposit and if they returned the documents, the deposit was refunded. If they didn't return, the City would keep the funds. Now bid documents are available electronically. There has not been any activity in this fund, other than interest earned, since we set up our new software beginning in FY16.

I am requesting that Council approves to close this fund and the funds be transferred to the Road Use Tax Fund 110, since that would have been where the original costs for printing the plans were charged.

CITY COUNCIL

Melisa Fonseca, Barry Kell, Mike Ladehoff,
Mark Mitchell, Greg Nichols, Jeff Schneider, Gary Thompson



**RESOLUTION APPROVING THE REAL ESTATE EXCHANGE AGREEMENT AND
PROVIDING FOR THE CONVEYANCE AND TRANSFER OF TITLE OF CITY
OWNED PROPERTY TO THE MARSHALLTOWN COMMUNITY SCHOOL
DISTRICT**

WHEREAS, the City of Marshalltown has received a proposal to convey and transfer real property to the Marshalltown Community School District in exchange for other real estate; and

WHEREAS, the Council of the City of Marshalltown, Iowa finds it is in the best interest of the City and proposes to convey and transfer by Quit Claim Deed, property set out and described in Section 1 hereof to the Marshalltown Community School District; and

WHEREAS, in exchange for this real property the Marshalltown Community School District has conveyed and transferred by Quit Claim Deed the property set out and described in Section 2 hereof to the City of Marshalltown; and

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

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

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

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

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

Lot 5 of Lot 3 except the West 546.2 feet thereof in the Southwest Quarter of the Northeast Quarter and Lot 2 of the Southeast Quarter of the Northeast Quarter, all in Section 10, Township 83 North, Range 18 West of the 5th P.M., Marshall County, Iowa

Section 2. In exchange for this real property the Marshalltown Community School District has conveyed and transferred by Quit Claim Deed the following described property in Marshalltown, Marshall County, Iowa to the City of Marshalltown;

Lot B of the Subdivision of the Southwest Quarter of the Northwest Quarter of Section 33,

Township 84 North, Range 18 West of the 5th P.M., Marshall County, Iowa
And

Lots One, Two, Three and Four (1, 2, 3, And 4), Together With the Portion of Vacated
Alley Therein all in Block Five (5) Gillespie's Addition to Marshalltown, Marshall County,
Iowa

Section 3. 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.

Section 4. The Mayor and City Clerk are directed to execute the Real Estate Exchange Agreement and Quit Claim Deed to finalize the transaction.

Passed this 12th day of August 2024, and signed this _____ day of August 2024.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

MARSHALLTOWN

I O W A

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

TO: Mayor and City Council
FROM: Alicia Hunter, City Clerk
DATE: August 8, 2024
RE: Real Estate Exchange Agreement with the Marshalltown Community School District

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: Work with other entities on partnerships which benefit the community.

Recommendation: Hold public hearing and approve a resolution for the conveyance and transfer of property.

Budget Impact: N/A

Description/Background: The City of Marshalltown owns parcel 8318-10-252-007 which is 7.40 acres of agricultural land adjacent to parcel 8318-10-252-003 owned by the Marshalltown Community School District (MCSD). MCSD proposed a real estate exchange of this parcel for Arnold's Park at 701 W Linn Street, which the City currently leases from the school district, and Bicentennial Park at 507 Grandview Drive.

In order to complete the exchange, a public hearing must be held on the conveyance and transfer of real estate. The school district has completed their public hearing and approval of the agreement.

CITY COUNCIL

Melisa Fonseca, Barry Kell, Mike Ladehoff, Mark Mitchell,
Greg Nichols, Jeff Schneider, Gary Thompson



REAL ESTATE EXCHANGE AGREEMENT

This Real Estate Exchange Agreement is dated _____, 2024 and is between the Marshalltown Community School District (the “District”) and the City of Marshalltown, Iowa (the “City”).

The District owns real estate described on **Exhibit A** (the “District Property”), and the City owns real estate described on **Exhibit B** (the “City Property”). The parties desire to exchange title to the City Property and the District Property, so the City will become the new owner of the District Property and the District will become the new owner of the City Property.

The parties therefore agree as follows:

1. **Property Exchange.** The District shall convey the District Property to the City, and the City shall convey the City Property to the District on the Closing Date by Deeds without Warranty. Neither party will pay any consideration, other than the exchange of real estate contemplated herein, to the other in exchange for the conveyances described in this section 1.

2. **Property Condition.**

- a. Each party shall have a period of 30 days following the date written in the introductory paragraph (the “Due Diligence Period”) to perform any tests, surveys, inspections, or studies of the real estate it is acquiring under this agreement. Either party may terminate this agreement for any reason at any time during the Due Diligence Period by providing written notice to the other party.
- b. Each party represents to the other party that it has conducted, or will conduct prior to Closing, any investigations of the Property to satisfy itself as to the condition of the property it is acquiring. Each party agrees that it is accepting title to the property it is acquiring “as is, where is, with all faults.”

3. **Possession and Closing.** If the parties timely perform all obligations herein, Closing and possession shall be on a date acceptable to both parties, but in no event later than September 26, 2024 (the “Closing Date”). This exchange shall be considered closed upon the delivery of the deeds set forth in section 1 of this agreement (the “Closing”). Both parties further agree to make, execute, and deliver any additional documents reasonably requested by the other party for the purpose of accomplishing the transfer contemplated by this agreement.

4. **City Costs.** The City shall pay only the following costs associated with this transaction: (i) the City’s attorney fees, (ii) the costs incurred in connection with the City’s approval under section 11 of this agreement, (iii) the cost to update the abstract of title for the City Property under section 6 of this agreement, and (iv) the cost to record the deed to the District Property.

5. **District Costs.** The District shall pay all other costs associated with this transaction not specifically assigned to the City under section 4 of this agreement.

6. **Title Review.** Each party shall obtain an abstract of title to the property to be conveyed by that party continued through the date of this agreement and deliver it to the other party for examination. It shall show merchantable title in the conveying party in conformity with this agreement, Iowa law, and the Title Standards of the Iowa State Bar Association. The abstract shall become the property of the party to whom the corresponding real property is conveyed at Closing. If the abstract shows title exceptions that cannot be removed by the conveying party on or before Closing, the parties may: (a) mutually terminate this agreement, (b) mutually agree to waive such title defects and close this transaction in the manner provided by this agreement, or (c) allow additional time for the conveying party to cure the title defects.

7. **Remedies.**

- a. If the District fails to timely perform this agreement, the City's sole and exclusive remedy shall be to terminate this agreement by providing written notice to the District and to recover the City's out of pocket expenses incurred in connection with this transaction in an amount not to exceed \$2,500.
- b. If the City fails to timely perform this agreement, the District's sole and exclusive remedy shall be to terminate this agreement by providing written notice to the City and to recover the District's out of pocket expenses incurred in connection with this transaction in an amount not to exceed \$2,500.

8. **Notice.** For a notice under this agreement to be valid, it must be in writing and must be delivered either (i) in person, (ii) via certified mail to the address noted below, or (iii) via email if the receiving party consents to notice via email. All notices are effective on receipt.

To District:
Marshalltown
Community School District
Attn: Superintendent
1002 South 3rd Avenue
Marshalltown, IA 50158

To City:
City of Marshalltown, Iowa
Attn: Mayor
24 N. Center St.
Marshalltown, IA 50158

9. **No Assignment.** Neither party may transfer to any other person (i) any discretion granted under this agreement, (ii) any right under this agreement, (iii) any remedy under this agreement, or (iv) any obligation imposed under this agreement.

10. **District Approval.** This agreement is subject to approval of the Board of Directors of the Marshalltown Community School District. The District shall follow the process set forth in Iowa Code § 297.22 in approving the conveyance of the District Property. Subject to the provisions of Iowa Code § 297.25, execution of this agreement by the District represents compliance with applicable legal requirements and procedures.

11. **City Approval.** This agreement is subject to approval of the City Council of the City of Marshalltown, Iowa. The City shall follow the process set forth in Iowa Code § 364.7 in approving the conveyance of the City Property. Subject to the provisions of Iowa Code § 364.7, execution of this agreement by the City represents compliance with applicable legal requirements and procedures.

12. **Entire Agreement.** This agreement constitutes the entire understanding between the parties with respect to the subject matter of this agreement and supersedes all other agreements, whether written or oral, between the parties.

13. **Modification.** No amendment of this agreement will be effective unless it is in writing and signed by both parties.

14. **Waiver.** No waiver under this agreement will be effective unless it is in writing and signed by the party granting the waiver.

15. **Counterpart.** This agreement may be signed in counterpart.

16. **Survival.** This agreement shall survive Closing.

17. **Severability.** The parties agree that if a dispute between the parties arises out of this agreement, they would want the court to interpret this agreement as follows: (i) with respect to any provision that it holds to be unenforceable, by modifying that provision to the minimum extent necessary to make it enforceable or, if that modification is not permitted by law, by disregarding that provision; (ii) if an unenforceable provision is modified or disregarded in accordance with this section, by holding that the rest of this agreement will remain in effect; (iii) by holding that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable; and (iv) if modifying or disregarding the unenforceable provision would result in failure of an essential purpose of this agreement, by holding the entire agreement unenforceable.

The parties are signing this agreement as of the date stated in the introductory clause.

MARSHALLTOWN COMMUNITY SCHOOL DISTRICT

By _____
Sean Heitmann, Board President

By _____
Randy Denham, Board Secretary

CITY OF MARSHALLTOWN, IOWA

By _____
Joel Greer, Mayor

By _____
Alicia Hunter, City Clerk

EXHIBIT A
LEGAL DESCRIPTION OF DISTRICT PROPERTY

BICENTENNIAL PARK PROPERTY

Lot B of the Subdivision of the Southwest Quarter of the Northwest Quarter of Section 33,
Township 84 North, Range 18 West of the 5th P.M., Marshall County, Iowa

and

ARNOLD PARK PROPERTY

Lots One, Two, Three and Four (1, 2, 3, And 4), Together With the Portion of Vacated Alley
Therein all in Block Five (5) Gillespie's Addition to Marshalltown, Marshall County, Iowa

TO BE CONFIRMED BY ABSTRACT

EXHIBIT B
LEGAL DESCRIPTION OF CITY PROPERTY

Lot 5 of Lot 3 except the West 546.2 feet thereof in the Southwest Quarter of the Northeast Quarter and Lot 2 of the Southeast Quarter of the Northeast Quarter, all in Section 10, Township 83 North, Range 18 West of the 5th P.M., Marshall County, Iowa

TO BE CONFIRMED BY ABSTRACT

**RESOLUTION APPROVING PLANS, SPECIFICATIONS, FORM OF
CONTRACT AND OPINION OF PROBABLE COST FOR THE WEST HIGH
STREET & SOUTH 6TH STREET INTERSECTION IMPROVEMENT PROJECT
#STR 24-001, IN THE CITY OF MARSHALLTOWN, IOWA**

WHEREAS, there was placed on file in the office of the Clerk of the City of Marshalltown, Iowa, proposed plans and specifications, proposed form of contract and estimated cost for a public improvement in the City of Marshalltown, Iowa, for the West High Street and South 6th Street Intersection Improvement Project, Project No. STR 24-001, as fully set forth in the resolution ordering same, and that public notice of hearing on such plans, specifications and form of contract were duly published in the Marshalltown Times-Republican in time for hearing now before the Council, and

WHEREAS, written objections to the plans, specifications and form of contract have been called for and no such written objections have been filed with the City Clerk, and oral objections being called for and no oral objections being made in open Council, it is the decision of this Council that such plans, specifications, form of contract and estimate of cost should be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that the plans, specifications, form of contract and opinion of probable cost heretofore placed on file and upon which public notice has been duly given and no objections thereto have been made either in writing or in open council, the Council does now adopt and approve the plans, specifications, form of contract and opinion of probable cost for Project No STR 24-001, being the West High Street and South 6th Street Intersection Improvement Project in the city of Marshalltown, Iowa.

Passed this 12th day of August, and signed this _____ day of August 2024.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

TO: Mayor Greer and City Council
FROM: Heather Thomas, Public Works Director
DATE: August 12, 2024
RE: W High St & S 6th St Intersection Improvements (STR 24-001) _Approval following Public Hearing

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:

Plan and fund improvements to the City's infrastructure and buildings

Recommendation:

Staff recommends approving plans, specifications, form of contract, and opinion of probable cost for said improvements following the public hearing.

Budget Impact:

The estimated total construction is \$100,000. The police and fire station building bond fund has remaining funds. Due to bond timing, those were swapped with some funds allocated in the 2021 GO Bond (Fund 363). We are proposing 50% of the costs will be utilized from those police/fire funds with the remainder coming from GO Bonded Street Improvement Plan Funds (also Fund 363). There are sufficient funds to complete this work.

Description/Background:

During the police & fire station building improvement, a consultant was hired to look at signalization for the W High Street & S 6th Street intersection and determined that a traffic signal was not warranted; however, in order to accommodate this intersection as a primary route for the fire trucks, a pre-emption signal was recommended and ultimately installed.

The fire department has expressed concern with the intersection of S 6th St and W High St in relation to turning the fire trucks. Turning movements of fire trucks should have been reviewed and discussed with the fire department personnel during the police and fire station project to understand that when trucks are coming back to the station, they are unable to turn off 6th St onto High St if a car is there waiting to turn south. This project will increase the intersection radius in the southeast quadrant to enable them to do so. Increasing the intersection will require us to extend a very shallow storm sewer pipe and replace an existing storm intake. Due to the pipe shallowness, this structure will need to be custom and cast-in-place.

CITY COUNCIL

Melisa Fonseca, Barry Kell, Mike Ladehoff,
Mark Mitchell, Greg Nichols, Jeff Schneider, Gary Thompson



This project has been timed to coordinate with a project that Marshalltown Water Works is doing to replace water main along W High Street. Their water project requires a connection under this intersection, in the northern half of High St with closure of high street and a lane closure of 6th St. Marshalltown Water Works just commenced construction and estimate 2-3 months before being ready to connect in this intersection. In order to prevent tearing out new pavement and to minimize downtime of this intersection, this project should run concurrently with but have pavement placed AFTER Marshalltown Water Works makes their water main connection under the 6th St and High St Intersection. The closure of High Street and lane shift on 6th Street will accommodate both projects.

Design and construction phase services for this project is being completed in-house with city staff. Construction is estimated to cost \$100,000.

We have proposed a working day contract to be fair to the Contractor, yet emphasize the importance of getting this intersection opened back up very timely. We believe a Contractor should be able to complete this work in 20 working days; however, the coordination with the water main work and needing to do a custom cast-in-place intake may impact / delay construction. Therefore, we have established the contract to allow for 25 working days. Liquidated damages have been set at \$500 / calendar day.

We have spoken with both police and fire departments and they will utilize the South Street and 6th Street Intersection for access to 6th Street during this closure.

The bid timeline is as follows:

- Ordered construction at the July 22nd, 2024 council meeting
- Public Hearing & Approvals at the August 12th, 2024 council meeting (TONIGHT)
- Receiving/Opening Bids at 9:30 AM, August 14th, 2024
- Awarding Bid at the August 26th council meeting.

Attachments: Official Notice of Hearing & Letting, Plans, Project Manual, Cost Estimate

i:\public works\council items\2024\6thst and high st intersection\memo_str24001 6th&high order construction.docx

CITY COUNCIL

Melisa Fonseca, Barry Kell, Mike Ladehoff,
Mark Mitchell, Greg Nichols, Jeff Schneider, Gary Thompson



OFFICIAL NOTICE OF HEARING AND LETTING

CITY OF MARSHALLTOWN

MARSHALLTOWN, IOWA

W HIGH ST & S 6TH ST INTERSECTION IMPROVEMENTS

PROJECT NO. STR 24-001

NOTICE OF PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, PROPOSED FORM OF CONTRACT AND OPINION OF PROBABLE COST FOR THE W HIGH ST & S 6TH ST INTERSECTION IMPROVEMENTS IN THE CITY OF MARSHALLTOWN, IOWA, AND THE TAKING OF BIDS FOR SUCH IMPROVEMENTS.

A public hearing will be held at 5:30 p.m. local time on the 12th day of August, 2024 in the Council Chambers, Second Floor, 10 West State Street, Marshalltown, Iowa, on the proposed plans, specifications, proposed form of contract, and the opinion of probable cost of improvements proposed to be constructed under PROJECT NO. STR 24-001, the W High St & S 6th St Intersection Improvements is now on file in the office of the City Clerk and at said hearing any interested person may appear and file objection thereto or to the bidding process.

Sealed proposals based upon the proposed plans, specifications, proposed form of contract, opinion of probable costs of improvement, will be received at the City Clerk's Office located at 24 N. Center Street, Marshalltown, IA until 9:30 a.m. local time, on the 14th day of August, 2024 for the construction of the W High St & S 6th St Intersection Improvements as described in the plans and specifications for Project No. STR 24-001, and which will be opened, read, and tabulated by the City Engineer or her designate at that time, will be acted upon by the City Council of said City at a meeting to be held in the Council Chambers on the 26th day of August, 2024 or at such later time and place as may then be fixed.

The proposed work will involve furnishing the labor, equipment, and materials necessary for constructing the W High St & S 6th St Intersection Improvements in Marshalltown, Iowa as shown in the plans and specifications for PROJECT NO. STR 24-001, the W High St & S 6th St Intersection Improvements.

The estimated quantities of materials and labor to be furnished in the construction of said improvements and on which bids will be received are as follows:

Excavation, removal of pavement, construction of a cast-in-place storm water intake, preparation of subgrade, placement of approximately 310 SY of PCC Pavement, placement of sidewalk with detectable warning panel, traffic control, seeding, and miscellaneous work associated with partial reconstruction and widening of a street intersection.

There is one concurrent construction project in the area, a water main replacement project being constructed by Marshalltown Water Works. Additional details on the concurrent project and coordination of traffic control are included in the project manual.

All work is to be done in strict compliance with the Plans and Specifications for said PROJECT NO. STR 24-001 as proposed by the City Engineer.

Obtaining the Bidding Documents

Plans, specifications and proposed contract documents may be examined at the office of the City Engineer, Marshalltown, Iowa, and at the office of the City Clerk, Marshalltown, Iowa. Bidding Documents may be downloaded from the City of Marshalltown's web site upon registration at no cost. The documents may be downloaded at <https://www.marshalltown-ia.gov/Bids.aspx>.

A deposit of \$150 per paper set of plans, specifications and proposed contract documents will be charged, all of which will be refunded if the paper documents are returned in reusable condition within 14 days of the Award of Contract. If all paper documents are not returned in reusable condition and within 14 days, the deposit will be forfeited.

Pre-bid Conference

A pre-bid conference will not be held for the Project.

Instructions to Bidders.

A Bid must be accompanied by Bid security made payable to Owner in an amount of five (5) percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid bond issued by a surety meeting the requirements of the General Conditions or a certified check in an amount equal to five percent (5%) of the total amount of the bid, drawn on and certified payable by a solvent bank to the City Treasurer of the City. Such Bid bond will be issued in the form included in the Bidding Documents.

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

The City Council reserves the right to reject any and all bids and to waive technicalities and irregularities and all bids must remain effective for a period of 30 days of opening same.

This Notice to Bidders is hereby published by authority of resolution duly adopted by the Council of the City of Marshalltown on the _____ day of _____, 2024.

Owner: _____
City of Marshalltown

By: _____
Alicia Hunter

Title: _____
City Clerk

OPINION OF PROBABLE CONSTRUCTION COST

WEST HIGH STREET & SOUTH 6TH STREET INTERSECTION IMPROVEMENTS

STR 24-001

City of Marshalltown, Iowa



MARSHALLTOWN
MORE THAN EVER

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	COST
1	Excavation, Class 13	90	CY	\$ 15.00	\$ 1,350.00
2	Subgrade Preparation, 6"	309.2	SY	\$ 6.00	\$ 1,855.33
3	Subgrade Stabilization, Geogrid (Tri-Ax 160)	309.2	SY	\$ 6.00	\$ 1,855.33
4	Subbase, 8" Modified	130	TON	\$ 60.00	\$ 7,800.00
5	Storm Sewer, Trenched, PVC, SDR26, 12"	7	LF	\$ 120.00	\$ 840.00
6	Intake, Type SW-507 (Modified)	1	EA	\$ 14,000.00	\$ 14,000.00
7	Removal, Intake	1	EA	\$ 1,000.00	\$ 1,000.00
8	Removal, Sidewalk	25.2	SY	\$ 15.00	\$ 378.33
9	Removal, Pavement	118.6	SY	\$ 25.00	\$ 2,963.89
10	Removal, Curb & Gutter	175	LF	\$ 20.00	\$ 3,500.00
11	Pavement, PCC, 8"	309.2	SY	\$ 85.00	\$ 26,283.89
12	Sidewalk, PCC, 6"	45.0	SF	\$ 20.00	\$ 900.00
13	Sidewalk, PCC, 4"	80.0	SF	\$ 18.00	\$ 1,440.00
14	Detectable Warning	20.0	SF	\$ 60.00	\$ 1,200.00
15	Traffic Control	1	LS	\$ 8,000.00	\$ 8,000.00
16	Seeding, Fertilize, and Mulching	1	LS	\$ 1,000.00	\$ 1,000.00
17	Inlet Protection Device	3	EA	\$ 250.00	\$ 750.00
18	Construction Survey	1	LS	\$ 3,000.00	\$ 3,000.00
19	Mobilization	1	LS	\$ 10,783.22	\$ 10,783.22
20	Concrete Washout	1	LS	\$ 2,000.00	\$ 2,000.00
	Totals				\$ 90,900.00
	Contingency				\$ 9,100.00
	Project Total w/Contingency				\$ 100,000.00

LEGEND	
POWER POLE	
UTILITY PEDESTAL	
PROPERTY PIN	
CONC. MONUMENT	
FIRE HYDRANT	
SIGNS	
GAS VALVE	
WATER VALVE	
GUY WIRE TIE	
TRAFFIC SIGNAL	
TREE	
BUSH	
FENCE	
CENTERLINE	
CONC. CURB & GUTTER	
WATER MAIN	
STORM SEWER MANHOLE	
STORM SEWER PIPE	
SANITARY SEWER MANHOLE	
SANITARY SEWER PIPE	

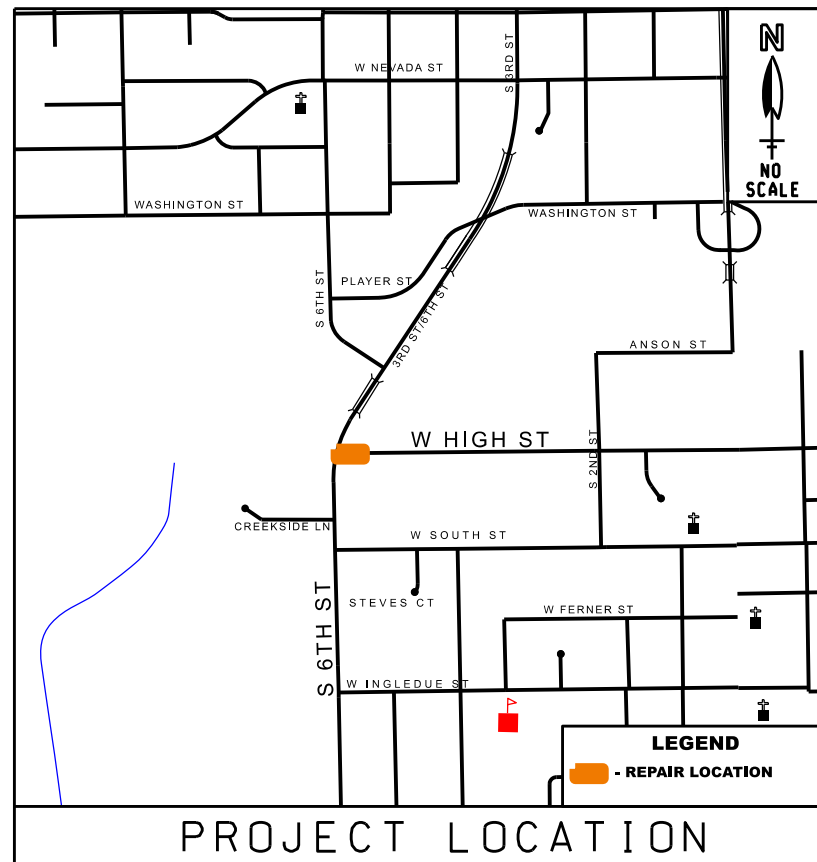


MARSHALLTOWN
MORE THAN EVER

WEST HIGH STREET & SOUTH 6TH STREET INTERSECTION IMPROVEMENTS

PROJECT STR - 24001

INDEX	
PAGE	DESCRIPTION
A.01	TITLE SHEET
B.01	QUANTITIES & NOTES
C.01-C.03	DETAILS
D.01 - D.04	PLAN SHEETS



UTILITY COMPANIES

GAS & ELECTRIC: ALLIANT ENERGY
CONTACT: BILL FARRINGTON
PHONE: (641) 754-5811
WATER: MARSHALLTOWN WATER WORKS
CONTACT: ZACH MAXFIELD
PHONE: (641) 753-7913
SEWER: CITY OF MARSHALLTOWN
CONTACT: TROY MCGAHUEY
PHONE: (641) 754-5749
TRAFFIC SIGNALS & CITY STREET LIGHTS
CITY OF MARSHALLTOWN
CONTACT: DAVID DEEMER
PHONE: (641) 754-5734

FIBER & COMMUNICATIONS

HEART OF IOWA
CONTACT: NATHAN BUTLER
PHONE: (641) 486-2211
IOWA COMMUNICATIONS NETWORK
CONTACT: TIM FLICKINGER
PHONE: (515) 725-4000
WINDSTREAM
CONTACT: BRYAN BOGAN
PHONE: (501) 748-6919
CENTURY LINK
CONTACT: TIM KEMPER
PHONE: (651) 378-2641

STANDARD SPECIFICATIONS

MARSHALLTOWN SUPPLEMENTARY
SPECIFICATIONS TO AMEND THE IOWA
STATEWIDE URBAN DESIGN AND
SPECIFICATIONS (SUDAS)

THE FOLLOWING CITY OF MARSHALLTOWN
STANDARDS SHALL BE CONSIDERED
APPLICABLE TO THE CONSTRUCTION WORK
ON THIS PROJECT



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

Name : Heather Ann Thomas, P.E. Iowa Reg.No.23208

Signature *Heather Ann Thomas* Date *07/23/24*

My registration expires December 31, 2025

Sheet covered by this seal : (9) Sheets in Index

ESTIMATE REFERENCE			
ITEM NUMBER	REFERENCE	ITEM	DESCRIPTION
DIVISION 2 - EARTHWORK			
1	2010-1.08-E	Excavation, Class 13	A. Site preparation for, and the construction of, embankment, fills, shoulder backfill, and backfill behind curbs. B. Overhaul. C. Finishing the soil surface, including roadways, shoulders, behind curbs, side ditches, slopes, and borrow pits. D. Repair or replacement of any fences that have been unnecessarily damaged or removed.
2	2010 - 1.08 - G	Subgrade Preparation, 6"	The area of the proposed pavement under which the subgrade preparation is performed, plus 2 feet on each side. Excavating, manipulating, replacing, compacting, and trimming to the proper grade.
3	2010 - 1.08 - I	Subgrade Treatment (Geogrid)	Furnishing, placing, and incorporating the geotextiles on the roadway subgrade. Overlaps are not included in the measured quantity.
4	2010 - 1.08 - J	Subbase, 8" Modified	Furnishing, hauling, placing, compacting, and trimming subbase located under roadway, fillets, curb and gutter, driveways and sidewalks to the proper grade.
DIVISION 3 - TRENCH AND TRENCHLESS CONSTRUCTION			
5	3010 - 1.08 - A-1	Storm Sewer, Trenched, PVC, SDR26, 12"	Trench excavation; dewatering; furnishing and installing pipe; furnishing, placing, and compacting bedding and backfill material; joint wrapping; wyes and other fittings; pipe joints; pipe connections; testing; and inspection. Pipe shall be sleeved 3' into the existing 15" RCP and wrapped in an engineered approved fabric. Form a concrete collar around the bottom half of the new pipe connection.
DIVISION 6 - STRUCTURES FOR SANITARY AND STORM SEWERS			
6	6010 - 1.08 - B	Intake, Type SW-507	Excavation; furnishing and installing pipe; furnishing, placing, and compacting bedding and backfill material; base; structural concrete; reinforcing steel; precast units (if used); concrete fillets; pipe connections; castings; and adjustment rings.
7	6010 - 1.08 - H	Removal, Intake	Removal of casting, concrete, and reinforcement; plugging pipes; filling remaining structure with flowable mortar; and placing compacted fill over structure to finished grade.
DIVISION 7 - STREETS AND RELATED WORK			
8	7030 - 1.08 - A	Removal, Sidewalk	Sawing, hauling, and disposal of materials removed.
9	7040 - 1.08 - H	Removal, Pavement	Sawing, hauling, and disposal of materials removed.
10	7040 - 1.08 - H	Removal, Curb & Gutter	Sawing, hauling, and disposal of materials removed.
11	7010 - 1.08 - A	Pavement, PCC, 8"	Final trimming of subgrade or subbase, integral curb, bars and reinforcement, joints and sealing, surface curing and pavement protection, safety fencing, concrete for rigid headers, boxouts for fixtures, pavement smoothness testing, and quality control for stringless paving.
12	7030 - 1.08 - E	Sidewalk, PCC, 6"	Minor grade adjustments at driveway sand other intersections, subgrade preparation, formwork, additional thickness at thickened edges, jointing, sampling, slope and smoothness testing and correction, and testing.
13	7030 - 1.08 - E	Sidewalk, PCC, 4"	Minor grade adjustments at driveways and other intersections, subgrade preparation, formwork, additional thickness at thickened edges, jointing, sampling, slope and smoothness testing and correction, and testing.
14	7030 - 1.08 - G	Detectable Warning	Steel bar supports and manufactured detectable warning panels. Cast Iron or Steel, Detectable warnings shall be 2 foot minimum in the direction of pedestrian travel and should extend the full width of the sidewalk ramp.
DIVISION 8 - TRAFFIC CONTROL			
15	8030 - 1.08 - A	Traffic Control	Traffic control shall comply with Section 8030; and the current Manual on Uniform Traffic Control Devices (MUTCD).
DIVISION 9 - SITE WORK AND LANDSCAPING			
16	9010 - 1.08 - A	Seeding, Fertilizing, and Mulching	Removal of rock and other debris from the area; repairing rills and washes; preparing the seedbed; furnishing and placing seed, including any treatment required; furnishing and placing fertilizer and mulch; and furnishing water and other care during the care period.
17	9040 - 1.08 - T	Inlet Protection Device	Inlet protection devices hall be in accordance with Section 9040.
DIVISION 11 - MISCELLANEOUS			
18	11.010 - 1.08 - A	Construction Survey	Items includes, but is not limited to all construction survey and staking necessary for completion of the project.
19	11.020 - 1.08 - A	Mobilization	A. The movement of personnel, equipment, and supplies to the project site. B. The establishment of offices, buildings, and other facilities necessary for the project. C. Bonding, permits, or other expenses incurred prior to construction.
20	11.050 - 1.08 - A	Concrete Washout	Providing concrete washwater containment, collection, and disposal.

ITEM NO.	ITEM	QUANTITY	UNIT	AS-BUILT QUANTITY
1	Excavation, Class 13	90.0	CY	
2	Subgrade Preparation, 6"	309.2	SY	
3	Subgrade Treatment, (Geogrid)	309.2	SY	
4	Subbase, 8" Modified	130.0	TON	
5	Storm Sewer, Trenched, PVC, SDR26, 12"	7.0	LF	
6	Intake, Type SW-507	1.0	EA	
7	Removal, Intake	1.0	EA	
8	Removal, Sidewalk	25.2	SY	
9	Removal, Pavement	118.6	SY	
10	Removal, Curb & Gutter	175.0	LF	
11	Pavement, PCC, 8"	309.2	SY	
12	Sidewalk, PCC, 6"	45.0	SF	
13	Sidewalk, PCC, 4"	80.0	SF	
14	Detectable Warning	20.0	SF	
15	Traffic Control	1.0	LS	
16	Seeding, Fertilizing, and Mulching	1.0	LS	
17	Inlet Protection Device	3.0	EA	
18	Construction Survey	1.0	LS	
19	Mobilization	1.0	LS	
20	Concrete Washout	1.0	LS	

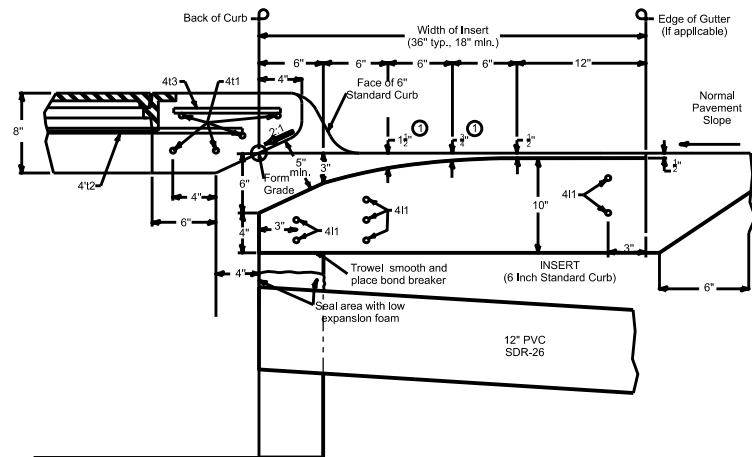
GENERAL NOTES

It is the contractor's responsibility to contact the various utility companies to determine the exact location of all utilities and to provide adequate protection of poles, wires, cables, conduits and pipe lines. The contractor will be liable for any damage to marked utilities caused by his work. Should any utilities need to be adjusted or moved, the contractor shall coordinate his work with the utility companies to provide ample time for the utility company to complete their work.

The contractor shall protect private property from damage during construction and shall "hold harmless" the city for any damage to either public or private property or personal injury caused from his/her work.

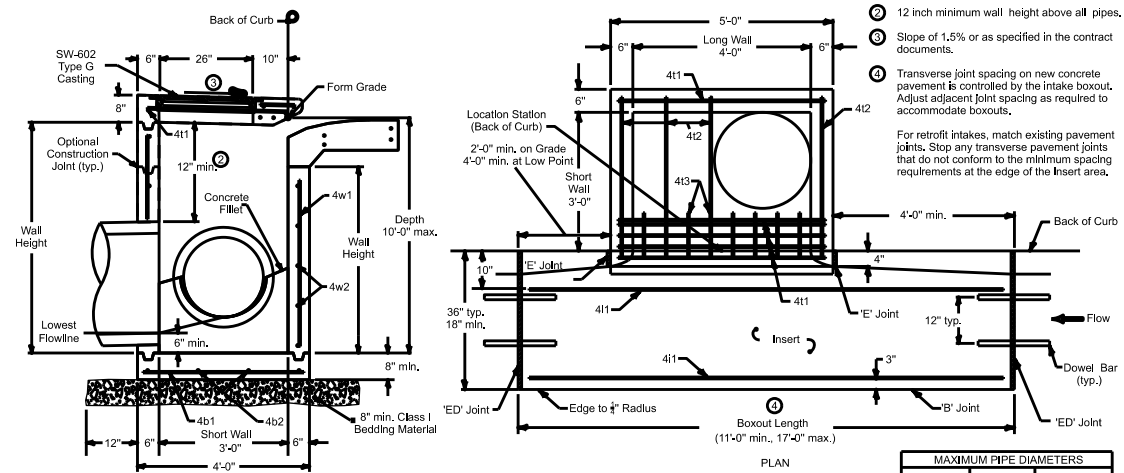
The city reserves the right to approve the order in which the Contractors proposed work will proceed. The contractor is required to submit a written plan outlining his traffic control plan, proposed schedule and sequence of construction, prior to beginning the construction.

Public Access: The Contractor shall exercise reasonable means to maintain the construction area open to local traffic for access to property's abutting the construction zone. In any event, the construction zone shall be accessible to emergency vehicles at all times.



① Insert shaping may be modified for insert widths less than 36 inches. For an 18 inch insert, reduce dimensions indicated by 1/2 inch.

MODIFIED "NOT TO SCALE"	REVISIONS 1 06-23-20
FIGURE 6010.507 STANDARD ROAD PLAN	SW-507
REVISIONS: Adapt Client's existing standard and changed maximum box and length to 18" length	SHEET 1 OF 2
SUBMITTER	DESIGN METHOD ENGINEER
SINGLE OPEN-THROAT CURB INTAKE, SMALL BOX	

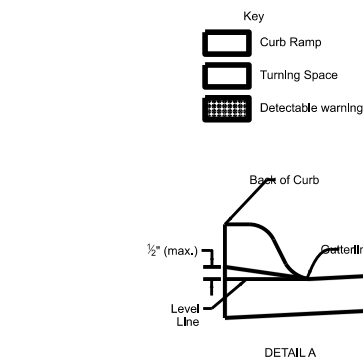
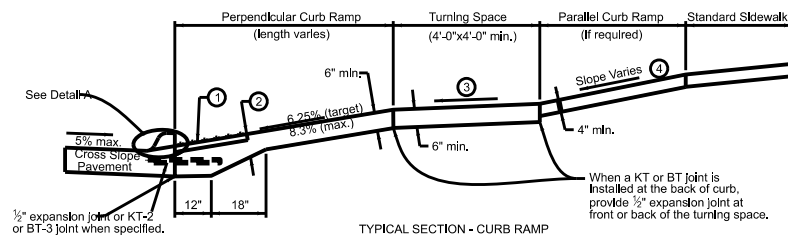


- ② 12 inch minimum wall height above all pipes.
 - ③ Slope of 1.5% or as specified in the contract documents.
 - ④ Transverse joint spacing on new concrete pavement is controlled by the intake boxout. Adjust adjacent joint spacing as required to accommodate boxouts.
- For retrofit intakes, match existing pavement joints. Stop any transverse pavement joints that do not conform to the minimum spacing requirements at the edge of the Insert area.

MAXIMUM PIPE DIAMETERS		
Pipe Location	Precast Structure	Cast In place Structure
Short Wall	24"	30"
Long Wall	30"	36"

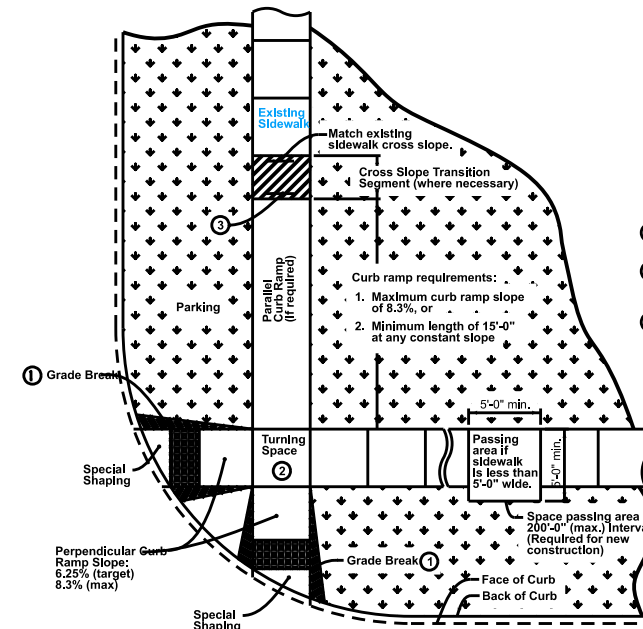
REINFORCING BAR LIST					
Mark	Size	Location	Shape	Count	Length
411	4	Top	=====	6	4'-8"
412	4	Top	=====	4	3'-6"
413	4	Top	=====	10	10"
4b1	4	Base	=====	6	3'-6"
4b2	4	Base	=====	5	4'-2"
411	4	Insert	=====	8	Boxout Length minus 8"
4w1	4	Walls	=====	14	Wall Height minus 4"
4w2	4	Long Walls	=====	Varies	4'-8"
4w3	4	Short Walls	=====	Varies	3'-8"

MODIFIED "NOT TO SCALE"	REVISIONS 1 06-23-20
FIGURE 6010.507 STANDARD ROAD PLAN	SW-507
REVISIONS: Adapt Client's existing standard and changed maximum box and length to 18" length	SHEET 2 OF 2
SUBMITTER	DESIGN METHOD ENGINEER
SINGLE OPEN-THROAT CURB INTAKE, SMALL BOX	



- ① Provide a minimum 2 foot width of detectable warning surfaces in the direction of pedestrian travel across the full width of the curb ramp or turning space, exclusive of curbs or flares.
- ② Provide a minimum of 6 inches of concrete below the detectable warning panel.
- ③ Minimum 4 feet by 4 feet. Target cross slope of 1.5% with a maximum cross slope of 2.0%.
- ④ If normal sidewalk elevation cannot be achieved with the perpendicular ramp between the street and landing due to limited ramp length, provide a parallel ramp to make up the elevation difference between the landing and the standard sidewalk.
- ⑤ If crossing gate conflicts with location of detectable warning or if pedestrian crossing gate is provided, place detectable warning panel in advance of the crossing gate.
- ⑥ Locate front edge of detectable warning panel 12 to 15 feet from centerline of nearest rail. Orient truncated domes parallel to the direction of pedestrian travel.

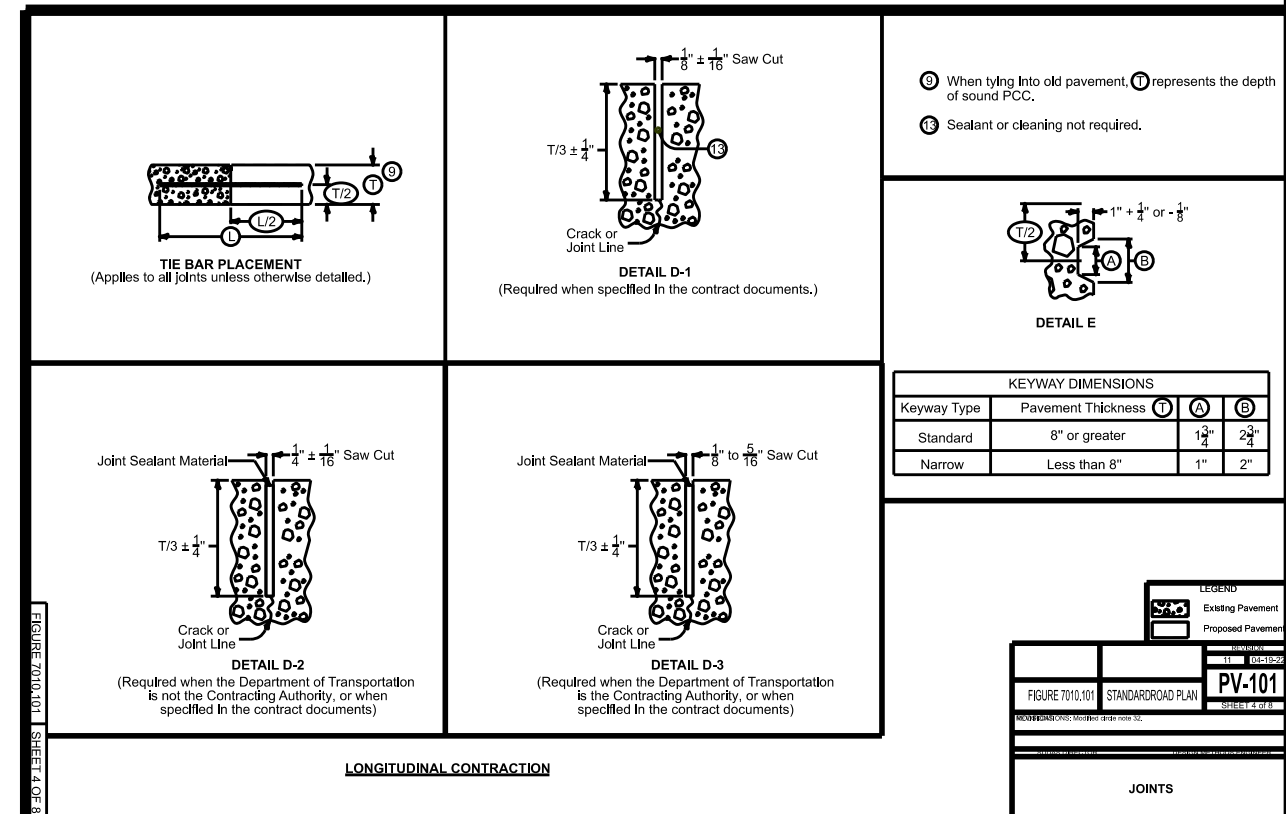
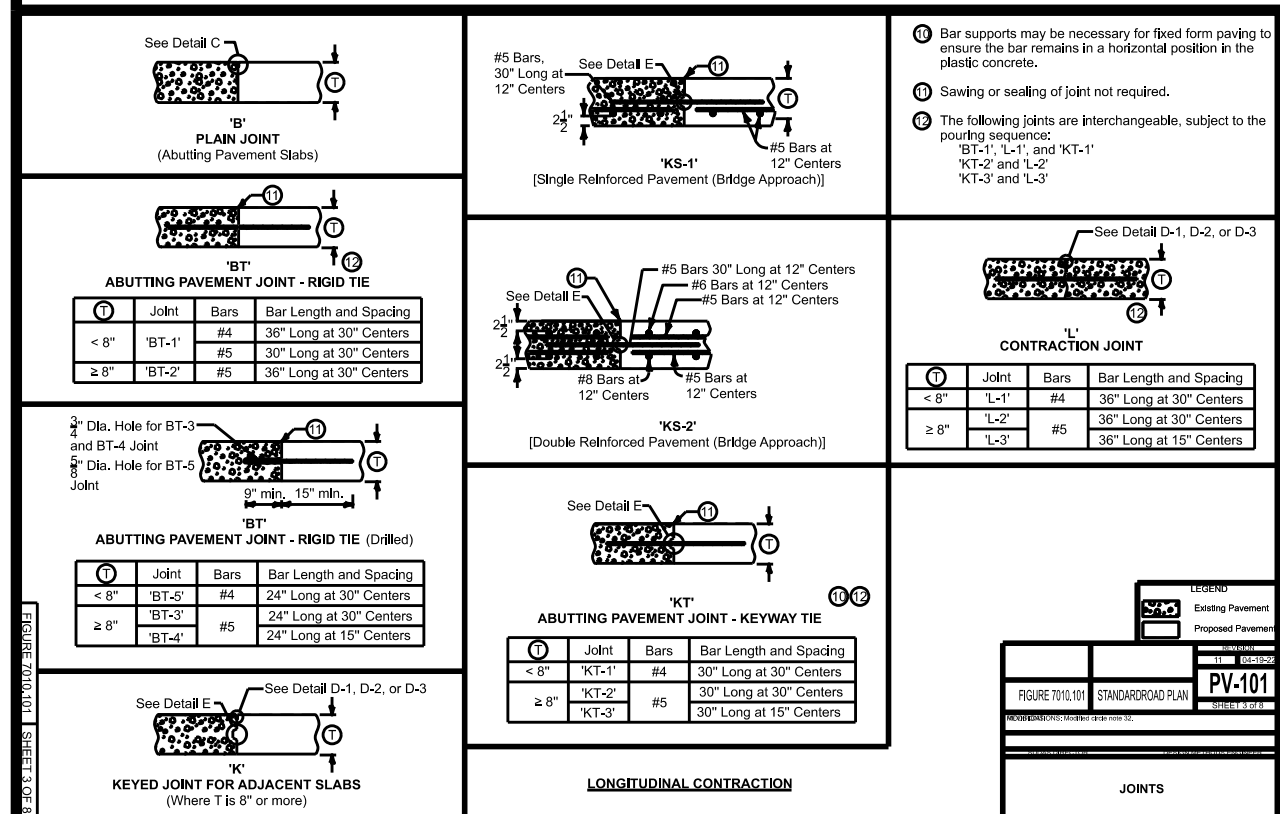
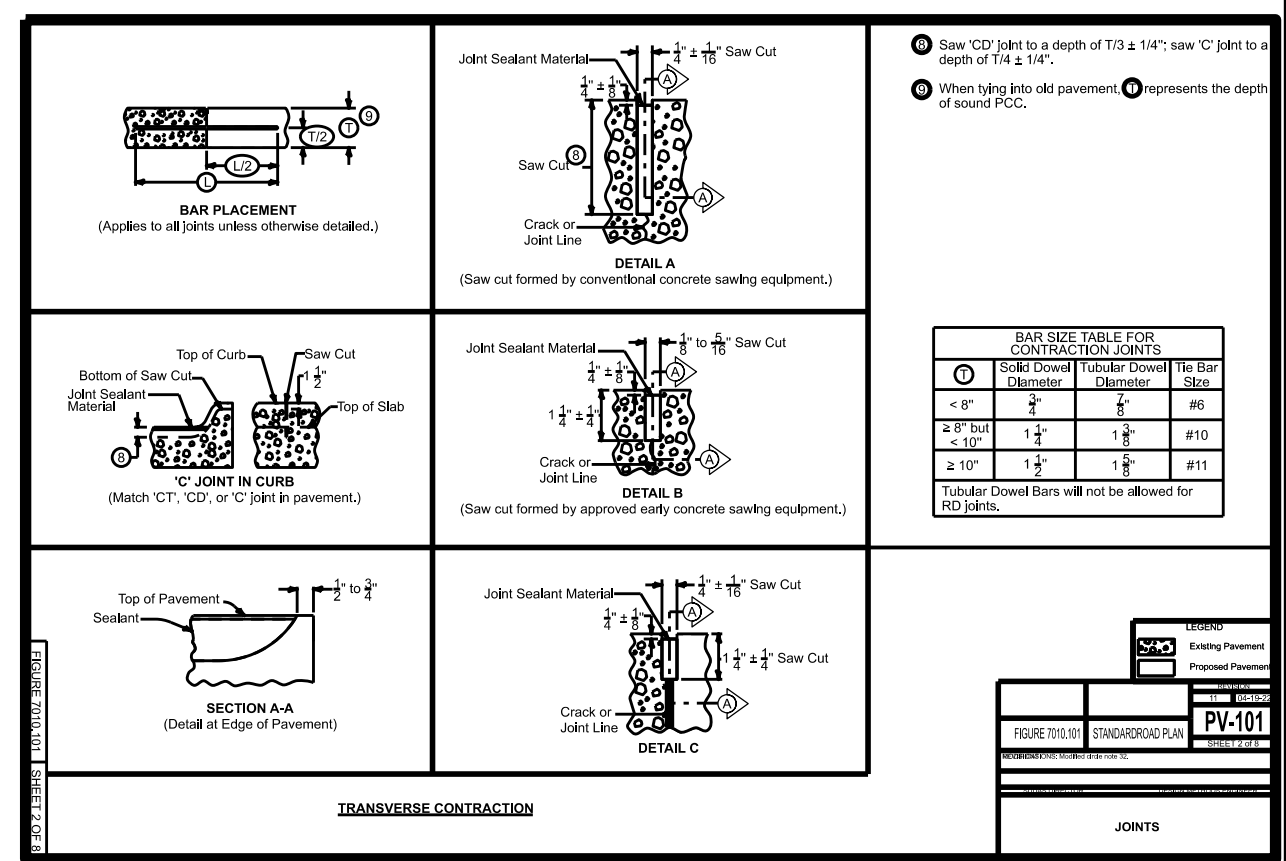
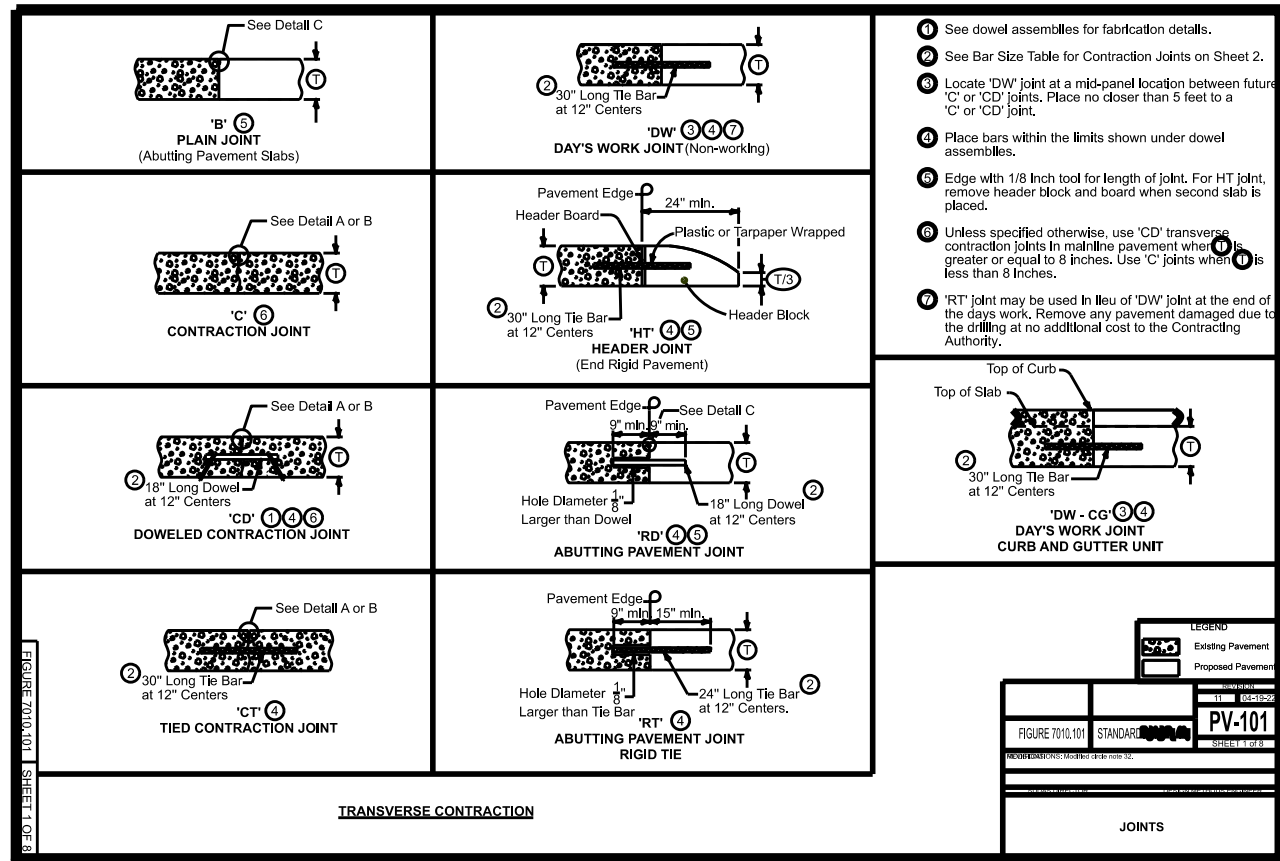
	REVISION
	1 10-20-19
	7030.205
SHEET 1 of 1	
GENERAL SIDEWALK AND CURB RAMP DETAILS	

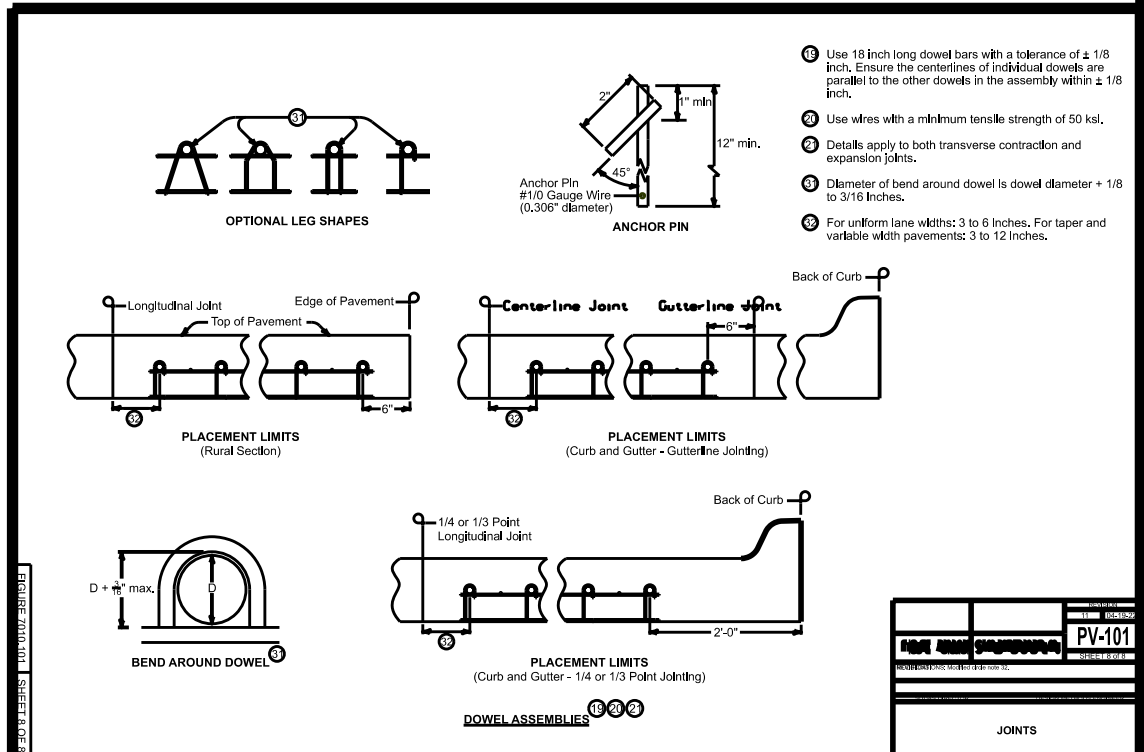
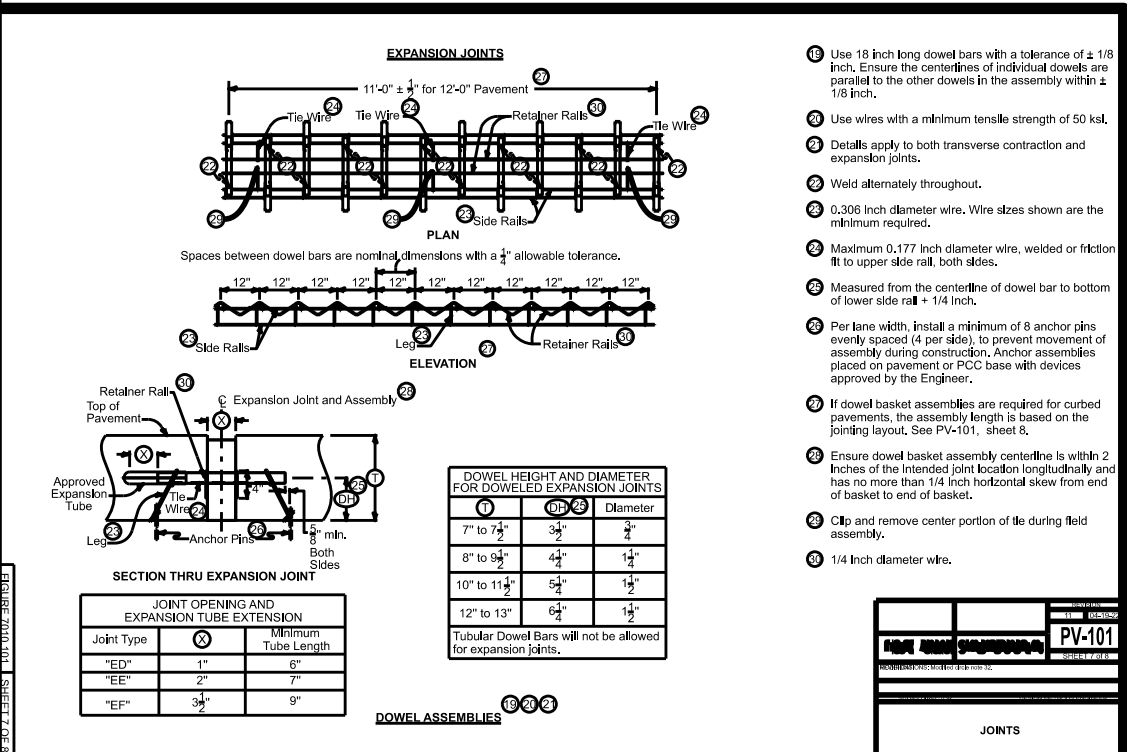
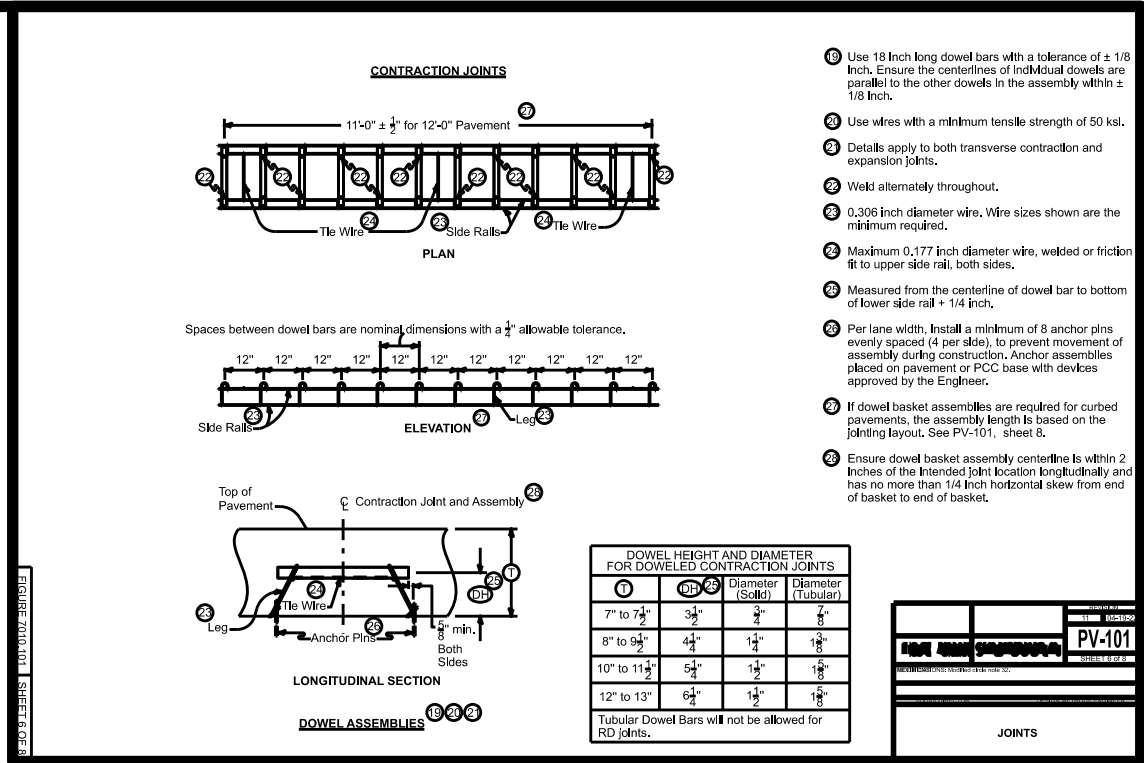
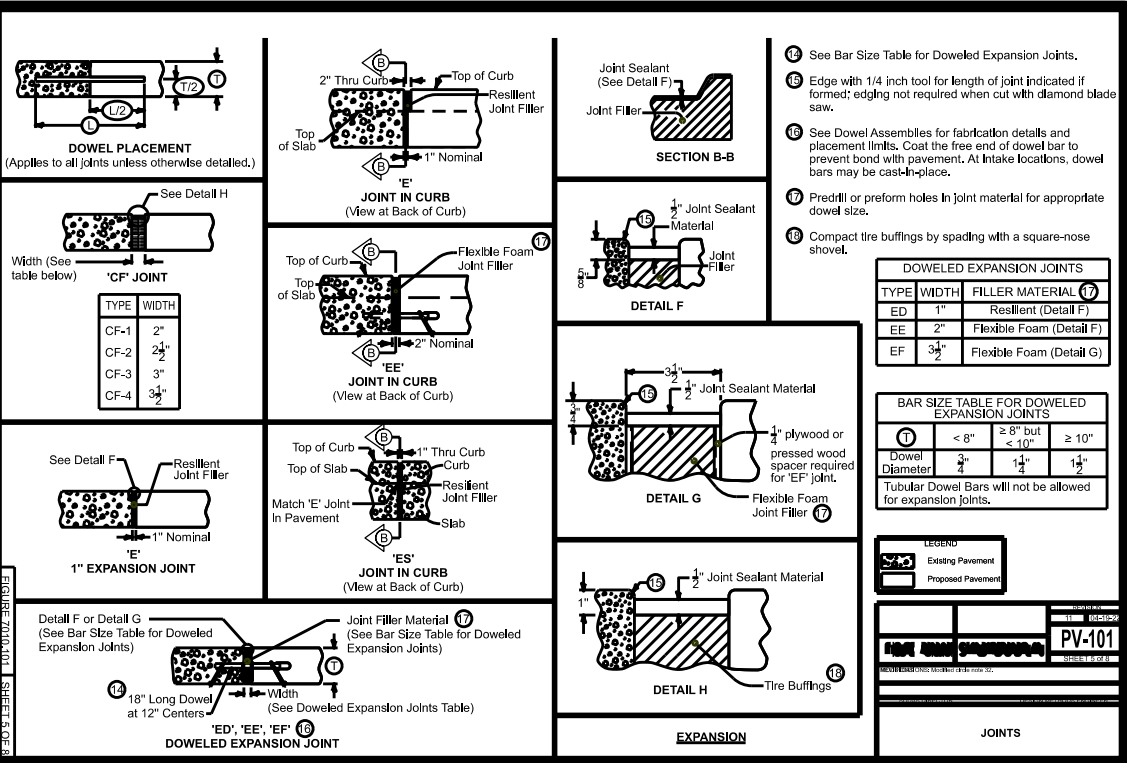


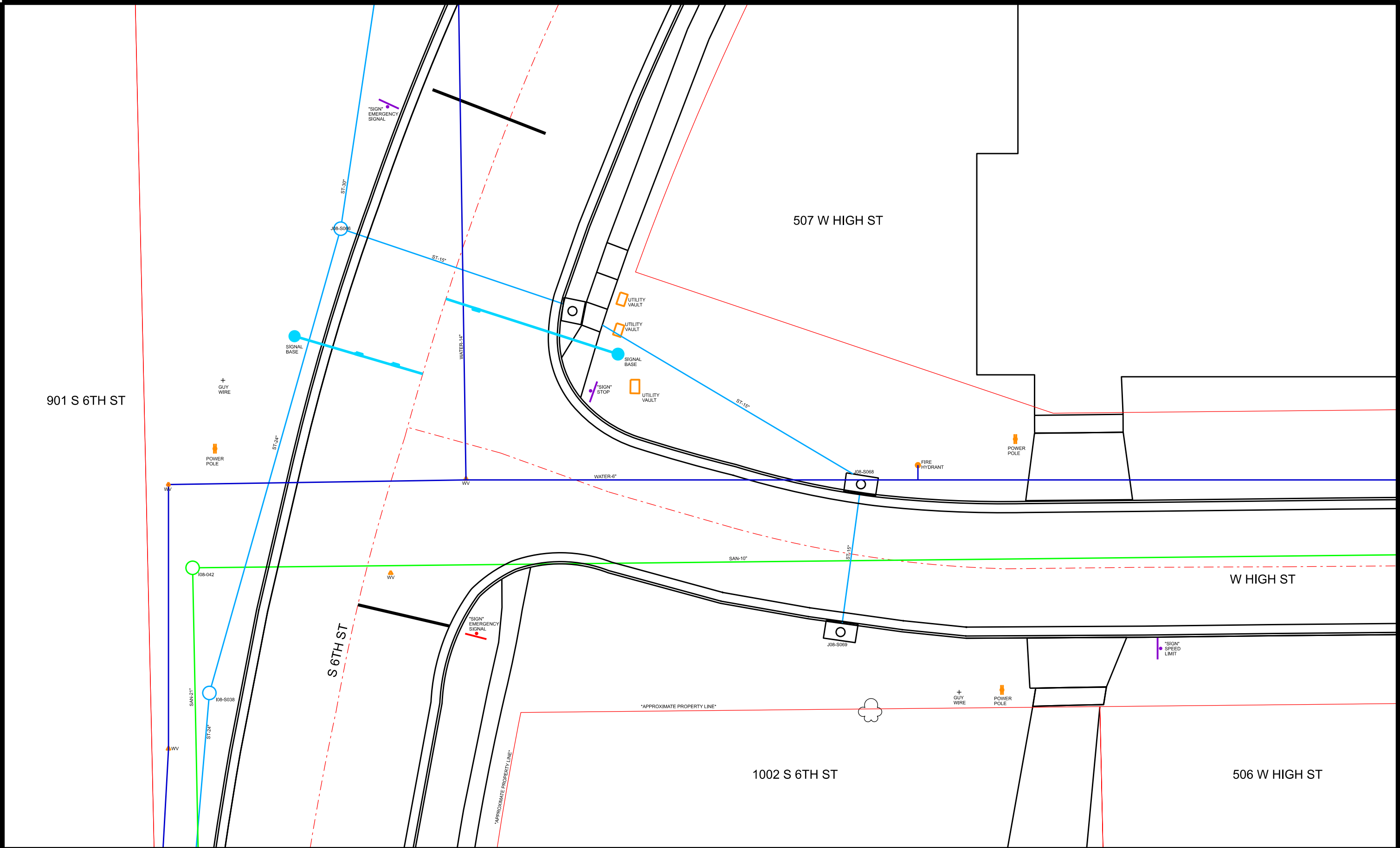
Key
Detectable Warning

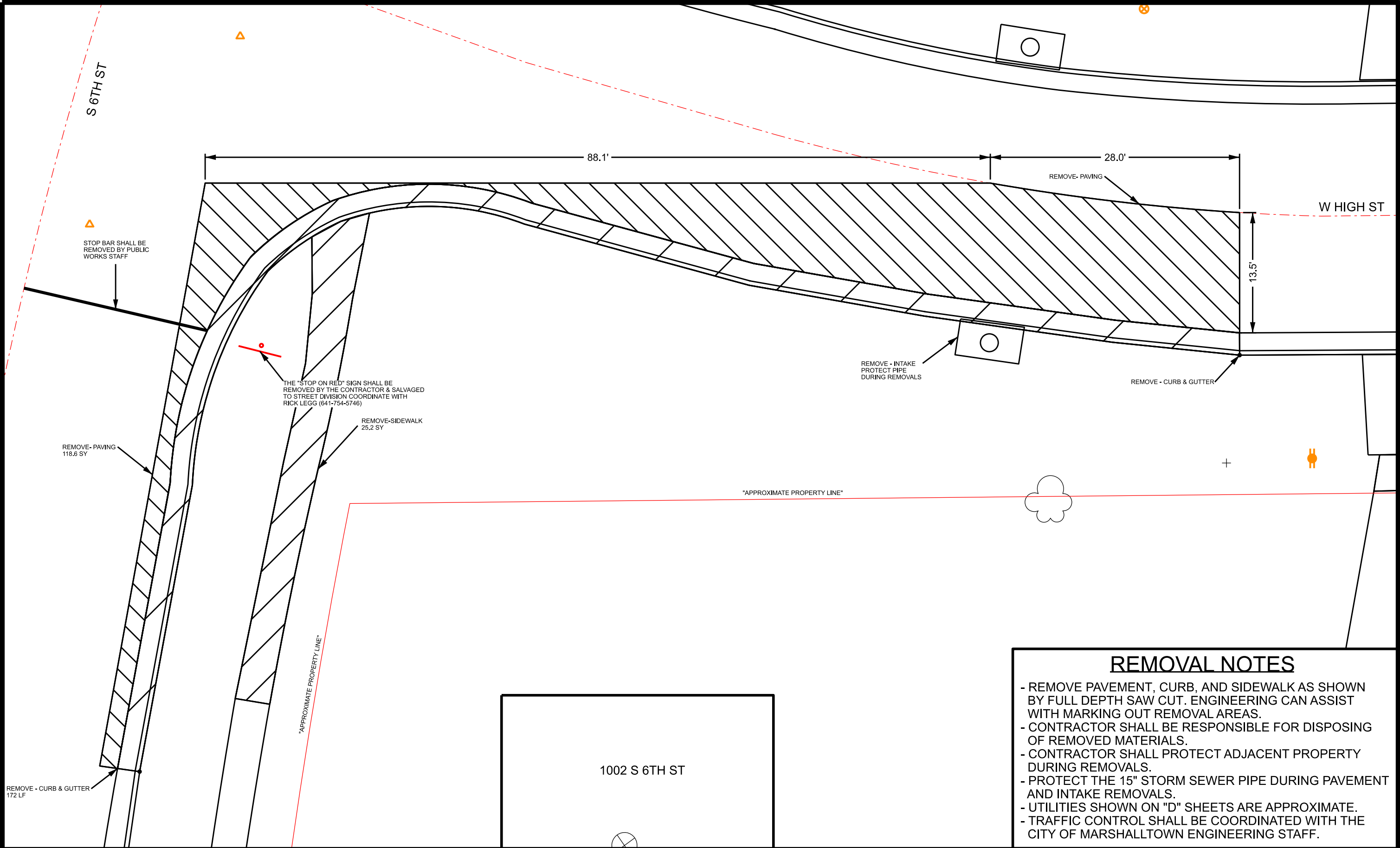
- ① Match pedestrian street crossing slope, or flatter.
- ② Minimum 4 feet by 4 feet. Target cross slope of 1.5% with a maximum cross slope of 2.0%.
- ③ Target cross slope of 1.5% with a maximum cross slope of 2.0%.

	REVISION
	3 10-20-19
	7030.204
	SHEET 1 of 1
GENERAL FEATURES OF AN ACCESSIBLE SIDEWALK	



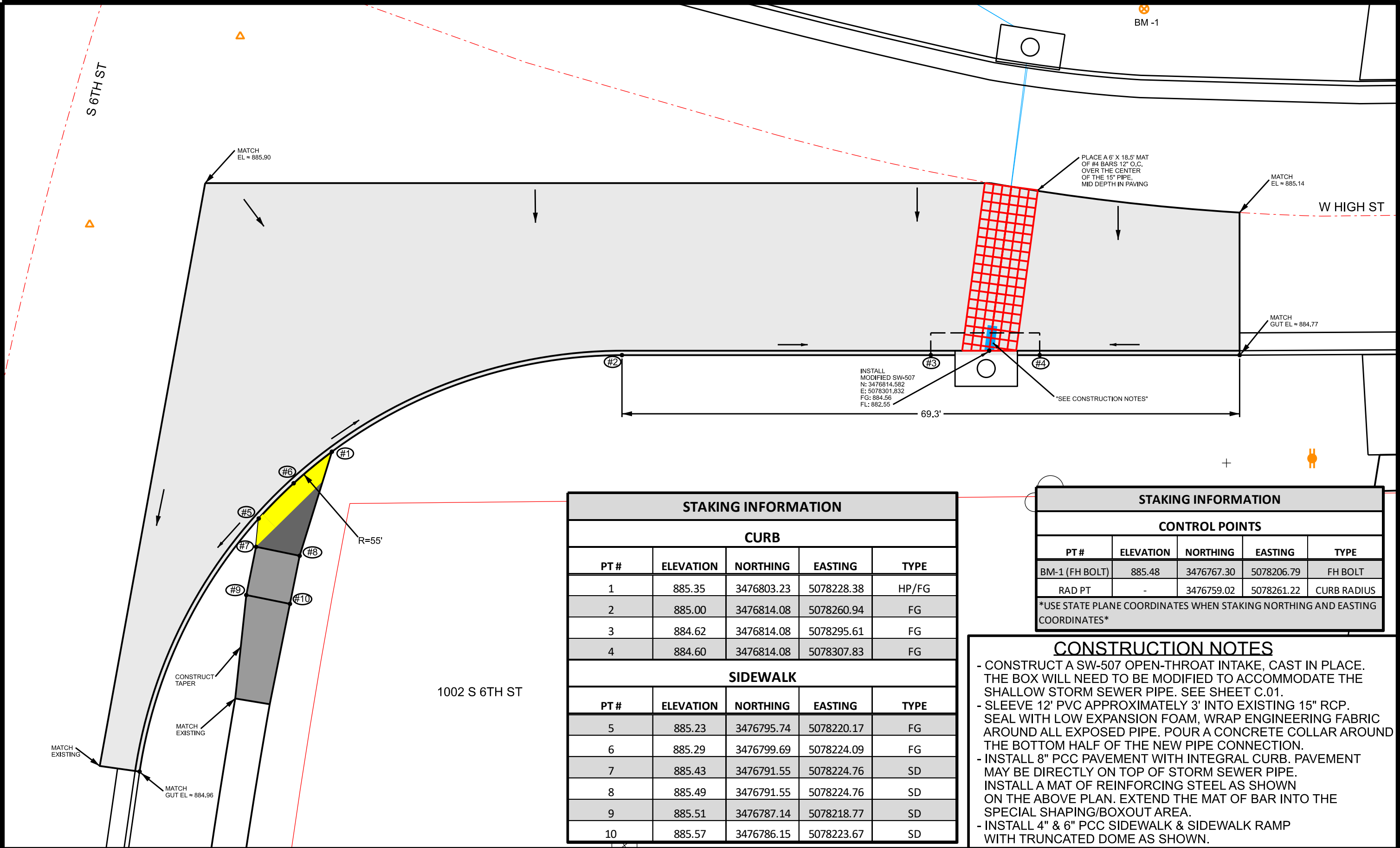






REMOVAL NOTES

- REMOVE PAVEMENT, CURB, AND SIDEWALK AS SHOWN BY FULL DEPTH SAW CUT. ENGINEERING CAN ASSIST WITH MARKING OUT REMOVAL AREAS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR DISPOSING OF REMOVED MATERIALS.
- CONTRACTOR SHALL PROTECT ADJACENT PROPERTY DURING REMOVALS.
- PROTECT THE 15" STORM SEWER PIPE DURING PAVEMENT AND INTAKE REMOVALS.
- UTILITIES SHOWN ON "D" SHEETS ARE APPROXIMATE.
- TRAFFIC CONTROL SHALL BE COORDINATED WITH THE CITY OF MARSHALLTOWN ENGINEERING STAFF.

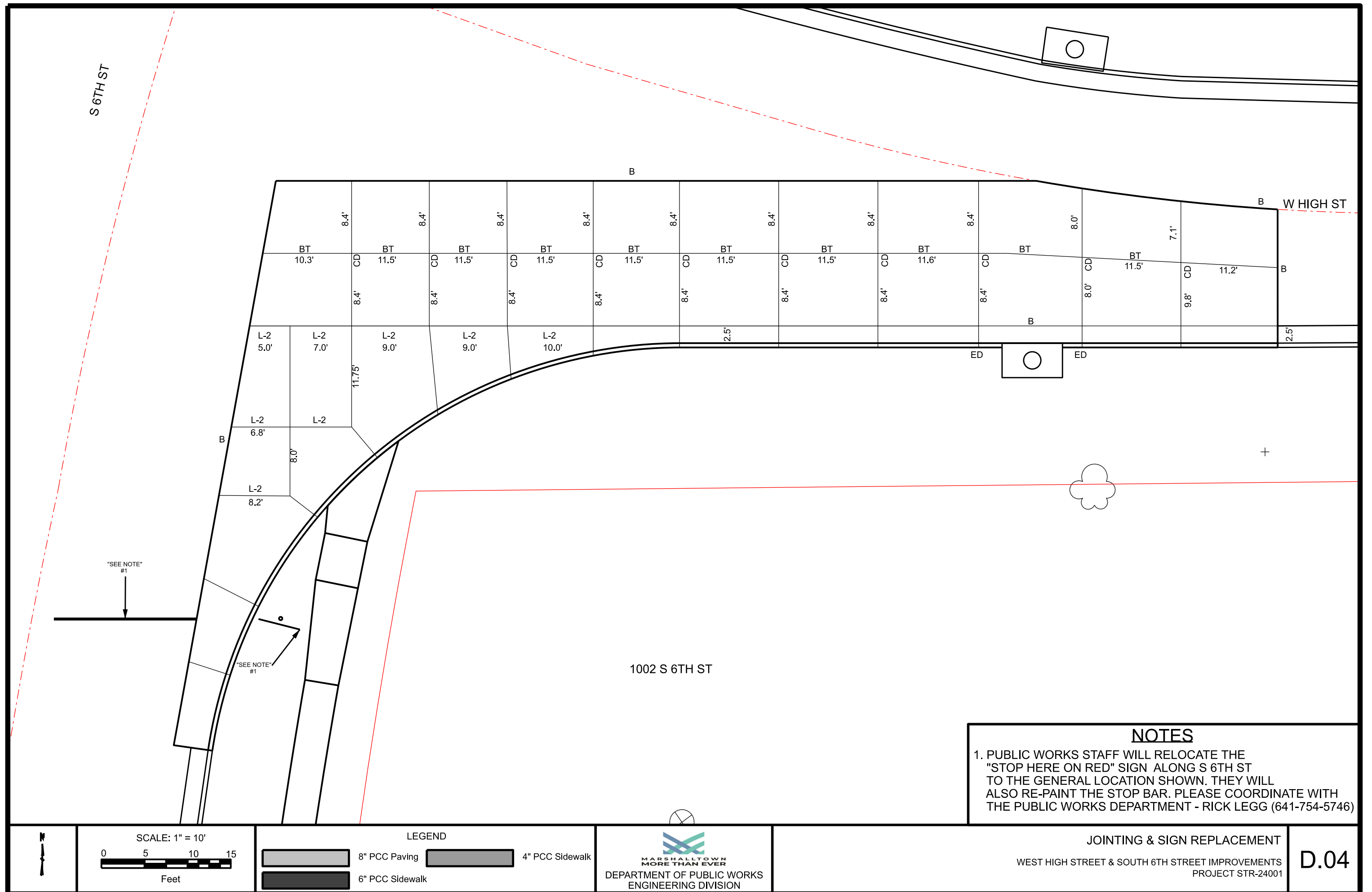


STAKING INFORMATION				
CURB				
PT #	ELEVATION	NORTHING	EASTING	TYPE
1	885.35	3476803.23	5078228.38	HP/FG
2	885.00	3476814.08	5078260.94	FG
3	884.62	3476814.08	5078295.61	FG
4	884.60	3476814.08	5078307.83	FG
SIDEWALK				
PT #	ELEVATION	NORTHING	EASTING	TYPE
5	885.23	3476795.74	5078220.17	FG
6	885.29	3476799.69	5078224.09	FG
7	885.43	3476791.55	5078224.76	SD
8	885.49	3476791.55	5078224.76	SD
9	885.51	3476787.14	5078218.77	SD
10	885.57	3476786.15	5078223.67	SD

STAKING INFORMATION				
CONTROL POINTS				
PT #	ELEVATION	NORTHING	EASTING	TYPE
BM-1 (FH BOLT)	885.48	3476767.30	5078206.79	FH BOLT
RAD PT	-	3476759.02	5078261.22	CURB RADIUS
USE STATE PLANE COORDINATES WHEN STAKING NORTHING AND EASTING COORDINATES				

CONSTRUCTION NOTES

- CONSTRUCT A SW-507 OPEN-THROAT INTAKE, CAST IN PLACE. THE BOX WILL NEED TO BE MODIFIED TO ACCOMMODATE THE SHALLOW STORM SEWER PIPE. SEE SHEET C.01.
- SLEEVE 12" PVC APPROXIMATELY 3' INTO EXISTING 15" RCP. SEAL WITH LOW EXPANSION FOAM, WRAP ENGINEERING FABRIC AROUND ALL EXPOSED PIPE. POUR A CONCRETE COLLAR AROUND THE BOTTOM HALF OF THE NEW PIPE CONNECTION.
- INSTALL 8" PCC PAVEMENT WITH INTEGRAL CURB. PAVEMENT MAY BE DIRECTLY ON TOP OF STORM SEWER PIPE. INSTALL A MAT OF REINFORCING STEEL AS SHOWN ON THE ABOVE PLAN. EXTEND THE MAT OF BAR INTO THE SPECIAL SHAPING/BOXOUT AREA.
- INSTALL 4" & 6" PCC SIDEWALK & SIDEWALK RAMP WITH TRUNCATED DOME AS SHOWN.





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

W HIGH ST & S 6TH ST INTERSECTION IMPROVEMENTS

STR 24-001

PREPARED BY:
City of Marshalltown

	I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa. Signature: <u>Heather Ann Thomas</u> Date: <u>07/23/24</u> Name: <u>Heather Ann Thomas, P. E.</u> Iowa Reg. No. P23208 My license renewal date is December 31, 2025 Pages or sheets covered by this seal: <u>STR24001 Project Manual</u>
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BIDDING AND CONTRACT DOCUMENTS

OFFICIAL NOTICE OF HEARING AND LETTING

CITY OF MARSHALLTOWN

MARSHALLTOWN, IOWA

W HIGH ST & S 6TH ST INTERSECTION IMPROVEMENTS

PROJECT NO. STR 24-001

NOTICE OF PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, PROPOSED FORM OF CONTRACT AND OPINION OF PROBABLE COST FOR THE W HIGH ST & S 6TH ST INTERSECTION IMPROVEMENTS IN THE CITY OF MARSHALLTOWN, IOWA, AND THE TAKING OF BIDS FOR SUCH IMPROVEMENTS.

A public hearing will be held at 5:30 p.m. local time on the 12th day of August, 2024 in the Council Chambers, Second Floor, 10 West State Street, Marshalltown, Iowa, on the proposed plans, specifications, proposed form of contract, and the opinion of probable cost of improvements proposed to be constructed under PROJECT NO. STR 24-001, the W High St & S 6th St Intersection Improvements is now on file in the office of the City Clerk and at said hearing any interested person may appear and file objection thereto or to the bidding process.

Sealed proposals based upon the proposed plans, specifications, proposed form of contract, opinion of probable costs of improvement, will be received at the City Clerk's Office located at 24 N. Center Street, Marshalltown, IA until 9:30 a.m. local time, on the 14th day of August, 2024 for the construction of the W High St & S 6th St Intersection Improvements as described in the plans and specifications for Project No. STR 24-001, and which will be opened, read, and tabulated by the City Engineer or her designate at that time, will be acted upon by the City Council of said City at a meeting to be held in the Council Chambers on the 26th day of August, 2024 or at such later time and place as may then be fixed.

The proposed work will involve furnishing the labor, equipment, and materials necessary for constructing the W High St & S 6th St Intersection Improvements in Marshalltown, Iowa as shown in the plans and specifications for PROJECT NO. STR 24-001, the W High St & S 6th St Intersection Improvements.

The estimated quantities of materials and labor to be furnished in the construction of said improvements and on which bids will be received are as follows:

Excavation, removal of pavement, construction of a cast-in-place storm water intake, preparation of subgrade, placement of approximately 310 SY of PCC Pavement, placement of sidewalk with detectable warning panel, traffic control, seeding, and miscellaneous work associated with partial reconstruction and widening of a street intersection.

There is one concurrent construction project in the area, a water main replacement project being constructed by Marshalltown Water Works. Additional details on the concurrent project and coordination of traffic control are included in the project manual.

All work is to be done in strict compliance with the Plans and Specifications for said PROJECT NO. STR 24-001 as proposed by the City Engineer.

Obtaining the Bidding Documents

Plans, specifications and proposed contract documents may be examined at the office of the City Engineer, Marshalltown, Iowa, and at the office of the City Clerk, Marshalltown, Iowa. Bidding Documents may be downloaded from the City of Marshalltown's web site upon registration at no cost. The documents may be downloaded at <https://www.marshalltown-ia.gov/Bids.aspx>.

A deposit of \$150 per paper set of plans, specifications and proposed contract documents will be charged, all of which will be refunded if the paper documents are returned in reusable condition within 14 days of the Award of Contract. If all paper documents are not returned in reusable condition and within 14 days, the deposit will be forfeited.

Pre-bid Conference

A pre-bid conference will not be held for the Project.

Instructions to Bidders.

A Bid must be accompanied by Bid security made payable to Owner in an amount of five (5) percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid bond issued by a surety meeting the requirements of the General Conditions or a certified check in an amount equal to five percent (5%) of the total amount of the bid, drawn on and certified payable by a solvent bank to the City Treasurer of the City. Such Bid bond will be issued in the form included in the Bidding Documents.

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

The City Council reserves the right to reject any and all bids and to waive technicalities and irregularities and all bids must remain effective for a period of 30 days of opening same.

This Notice to Bidders is hereby published by authority of resolution duly adopted by the Council of the City of Marshalltown on the _____ day of _____, 2024.

Owner: _____ City of Marshalltown

By: _____ Alicia Hunter

Title: _____ City Clerk

INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACT

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ARTICLE 1—DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Issuing Office*—The office from which the Bidding Documents are to be issued, and which registers plan holders.

ARTICLE 2—BIDDING DOCUMENTS

- 2.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a list of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.
- 2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.
- 2.03 Owner has established a Bidding Documents Website as indicated in the Advertisement or invitation to bid. Owner requires that Bidder register as a plan holder with the Issuing Office at such website, and obtain a complete set of the

Bidding Documents from such website. Bidders may rely that sets of Bidding Documents obtained from the Bidding Documents Website are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.

- 2.04 Bidder may register as a plan holder and obtain complete sets of Bidding Documents, in the number and format stated in the Advertisement or invitation to bid, from the Issuing Office. Bidders may rely that sets of Bidding Documents obtained from the Issuing Office are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.
- 2.05 Plan rooms (including construction information subscription services, and electronic and virtual plan rooms) may distribute the Bidding Documents, or make them available for examination. Those prospective bidders that obtain an electronic (digital) copy of the Bidding Documents from a plan room are encouraged to register as plan holders from the Bidding Documents Website or Issuing Office. Owner is not responsible for omissions in Bidding Documents or other documents obtained from plan rooms, or for a Bidder's failure to obtain Addenda from a plan room.
- 2.06 Electronic Documents
 - A. When the Bidding Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to the Bidders as Electronic Documents in the manner specified.
 - 1. Bidding Documents will be provided in Adobe PDF (Portable Document Format) (.pdf) that is readable by Adobe Acrobat Reader. It is the intent of the Engineer and Owner that such Electronic Documents are to be exactly representative of the paper copies of the documents. However, because the Owner and Engineer cannot totally control the transmission and receipt of Electronic Documents nor the Contractor's means of reproduction of such documents, the Owner and Engineer cannot and do not guarantee that Electronic Documents and reproductions prepared from those versions are identical in every manner to the paper copies.
 - B. Unless otherwise stated in the Bidding Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents, described in Paragraph 2.06.A above. However, Bidder assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Bidding Documents and reproductions prepared from those versions and, further, assumes all risks, costs, and responsibility associated with use of the Electronic Documents versions to derive information that is not explicitly contained in printed paper versions of the documents, and for Bidder's reliance upon such derived information.
 - C. After the Contract is awarded, the Owner will provide or direct the Engineer to provide for the use of the Contractor documents that were developed by Engineer as part of the Project design process, as Electronic Documents in native file formats.

- D. Electronic Documents that are available in native file format include:
 - 1. None.
- E. Release of such documents will be solely for the convenience of the Contractor. No such document is a Contract Document.
- F. Unless the Contract Documents explicitly identify that such information will be available to the Successful Bidder (Contractor), nothing herein will create an obligation on the part of the Owner or Engineer to provide or create such information, and the Contractor is not entitled to rely on the availability of such information in the preparation of its Bid or pricing of the Work. In all cases, the Contractor shall take appropriate measures to verify that any electronic/digital information provided in Electronic Documents is appropriate and adequate for the Contractor's specific purposes.
- G. In no case will the Contractor be entitled to additional compensation or time for completion due to any differences between the actual Contract

ARTICLE 3—PRE-BID CONFERENCE

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

ARTICLE 4—BID SECURITY

- 4.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of **five (5)** percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid bond issued by a surety meeting the requirements of the General Conditions or a certified check in an amount equal to five percent (5%) of the total amount of the bid, drawn on and certified payable by a solvent bank to the City Treasurer of the City. Such Bid bond will be issued in the form included in the Bidding Documents.

ARTICLE 5—SUBSTITUTE AND "OR EQUAL" ITEMS

- 5.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, and those "or-equal" or substitute or materials and equipment subsequently approved by Engineer prior to the submittal of Bids and identified by Addendum. No item of material or equipment will be considered by Engineer as an "or-equal" or substitute unless written request for approval has been submitted by Bidder and has been received by Engineer within 10 days of the issuance of the Advertisement for Bids or invitation to Bidders. Each such request must comply with the requirements of the General Conditions, and the review of the request will be governed by the principles in those paragraphs. The burden of proof of the merit of the proposed item is upon Bidder. Engineer's decision of approval or disapproval of a proposed item will be final. If Engineer approves any such proposed item, such approval will be set forth in an Addendum issued to all registered Bidders. Bidders cannot rely upon approvals made in any other manner.
- 5.02 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in

the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.

ARTICLE 6—PREPARATION OF BID

- 6.01 If Bidder has obtained the Bidding Documents as Electronic Documents, then Bidder shall prepare its Bid on a paper copy of the Bid Form printed from the Electronic Documents version of the Bidding Documents. The printed copy of the Bid Form must be clearly legible, printed on 8½ inch by 11-inch paper and as closely identical in appearance to the Electronic Document version of the Bid Form as may be practical. The Owner reserves the right to accept Bid Forms which nominally vary in appearance from the original paper version of the Bid Form, providing that all required information and submittals are included with the Bid.

ARTICLE 7—OPENING OF BIDS

- 7.01 Bids will be opened and read aloud in City Hall (24 N Center Street, Marshalltown, Iowa) at 9:30 AM on Wednesday, August 14th, 2024.

ARTICLE 8—BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 8.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.
- 8.02 Should there be any reason why the contract cannot be awarded within the period of time stated in the Bid Form, the time may be extended by mutual agreement between the Owner and the apparent successful Bidder.

ARTICLE 9—ENGINEER INFORMATION

- 9.01 The Engineering firm is: City of Marshalltown
- A. The Engineering firm’s contact person is: Heather Thomas, alternate Brad Bateman
 - B. The firm’s address is:
 - 1. 24 N Center St
 - 2. Marshalltown, Iowa 50158
 - 3. Phone (641) 754-5734
 - 4. Email: hthomas@marshalltown-ia.gov
bbateman@marshalltown-ia.gov

BIDDING DOCUMENTS

BID FORM FOR CONSTRUCTION CONTRACT
W HIGH ST & S 6TH ST INTERSECTION IMPROVEMENTS
PROJECT NO. STR 24-001

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

City of Marshalltown – City Clerk
24 N. Center Street
Marshalltown, IA 50158.

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
- C. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids; and
- D. Bidders Status Form.

ARTICLE 3—BASIS OF BID—UNIT PRICES**3.01 Unit Price Bids**

A. Bidder will perform the following Work at the indicated unit prices:

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	BID UNIT PRICE	EXTENDED PRICE
1	Excavation, Class 13	90	CY	\$	\$
2	Subgrade Preparation, 6"	309.2	SY	\$	\$
3	Subgrade Stabilization, Geogrid (Tri-Ax 160)	309.2	SY	\$	\$
4	Subbase, 8" Modified	130	TON	\$	\$
5	Storm Sewer, Trenched, PVC, SDR26, 12"	7	LF	\$	\$
6	Intake, Type SW-507 (Modified)	1	EA	\$	\$
7	Removal, Intake	1	EA	\$	\$
8	Removal, Sidewalk	25.2	SY	\$	\$
9	Removal, Pavement	118.6	SY	\$	\$
10	Removal, Curb & Gutter	175	LF	\$	\$
11	Pavement, PCC, 8"	309.2	SY	\$	\$
12	Sidewalk, PCC, 6"	45.0	SF	\$	\$
13	Sidewalk, PCC, 4"	80.0	SF	\$	\$
14	Detectable Warning	20.0	SF	\$	\$
15	Traffic Control	1	LS	\$	\$
16	Seeding, Fertilize, and Mulching	1	LS	\$	\$
17	Inlet Protection Device	3	EA	\$	\$
18	Construction Survey	1	LS	\$	\$
19	Mobilization	1	LS	\$	\$
20	Concrete Washout	1	LS	\$	\$
	Project Total				\$

3.02 Bidder acknowledges that:

- A. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
- B. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete within **25 working** days after the date when the Contract Times commence to run as provided in the General Conditions, and will be completed and ready for final payment in accordance with the General Conditions within **30 working** days after the date when the Contract Times commence to run.
- 4.02 Working days shall be defined as any calendar day, exclusive of Saturdays, Sundays, or a recognized legal holiday, on which weather or other conditions (not under control of the Contractor) will permit construction operations to proceed for not less than 3/4 of a normal work day in the performance of a controlling item of work.
- 4.03 Working days shall commence at the date which the Notice to Proceed is issued or as mutually agreed to at the preconstruction conference, whichever is later. The Notice to Proceed is anticipated to be delivered at the preconstruction conference. The preconstruction conference shall be held within 7 calendar days of an executed contract.

ARTICLE 5—LIQUIDATED DAMAGES

- 5.01 Substantial Completion: Contractor shall pay Owner \$500 for each calendar day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
- 5.02 Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500 for each calendar day that expires after such time until the Work is completed and ready for final payment.
- 5.03 Liquidated damages for failing to timely attain Substantial Completion and Final Completion are not additive, and will not be imposed concurrently.
- 5.04 If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether

actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

ARTICLE 6—*BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA*

6.01 Bid Acceptance Period

- A. This Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

6.02 Instructions to Bidders

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

6.03 Receipt of Addenda

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

Addendum Number	Addendum Date

ARTICLE 7—BIDDER hereby submits this Bid as set forth above:

Bidder:

(typed or printed name of organization)

By: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Date: _____
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Date: _____
(typed or printed)

Address for giving notices:

Bidder's Contact:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Phone: _____

Email: _____

Address: _____

Bidder's Contractor License No.: (if applicable) _____

BID BOND (PENAL SUM FORM)

Bidder Name: [Full formal name of Bidder] Address (<i>principal place of business</i>): [Address of Bidder's principal place of business]	Surety Name: [Full formal name of Surety] Address (<i>principal place of business</i>): [Address of Surety's principal place of business]
Owner Name: City of Marshalltown Address (<i>principal place of business</i>): 24 N. Center Street Marshalltown, IA 50158	Bid Project (<i>name and location</i>): W High St & S 6th St Intersection Improvements – Marshalltown, Iowa Bid Due Date: August 14, 2024
Bond Penal Sum: [Amount] Date of Bond: [Date]	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder	Surety
_____ <i>(Full formal name of Bidder)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature) (Attach Power of Attorney)</i>
Name _____ <i>(Printed or typed)</i>	Name _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest _____ <i>(Signature)</i>	Attest _____ <i>(Signature)</i>
Name _____ <i>(Printed or typed)</i>	Name _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Notes: (1) Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

BIDDER STATUS FORM

To be completed by all bidders

Part A

Please answer "Yes" or "No" for each of the following:

☐ Yes ☐ No My company is authorized to transact business in Iowa.

(To help you determine if your company is authorized, please review the worksheet on the next page).

☐ Yes ☐ No My company has an office to transact business in Iowa.

☐ Yes ☐ No My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.

☐ Yes ☐ No My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.

☐ Yes ☐ No My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.

If you answered "Yes" for each question above, your company qualifies as a resident bidder. Please complete Parts B and D of this form.

If you answered "No" to one or more questions above, your company is a nonresident bidder. Please complete Parts C and D of this form.

To be completed by resident bidders

Part B

My company has maintained offices in Iowa during the past 3 years at the following addresses:

Dates: _____/_____/_____ to _____/_____/_____ Address: _____

City, State, Zip: _____

Dates: _____/_____/_____ to _____/_____/_____ Address: _____

City, State, Zip: _____

Dates: _____/_____/_____ to _____/_____/_____ Address: _____

You may attach additional sheet(s) if needed. City, State, Zip: _____

To be completed by non-resident bidders

Part C

1. Name of home state or foreign country reported to the Iowa Secretary of State:

2. Does your company's home state or foreign country offer preferences to resident bidders, resident labor force preferences or any other type of preference to bidders or laborers? ☐ Yes ☐ No

3. If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.

_____ *You may attach additional sheet(s) if needed.*

To be completed by all bidders

Part D

I certify that the statements made on this document are true and complete to the best of my knowledge and I know that my failure to provide accurate and truthful information may be a reason to reject my bid.

Firm Name: _____

Signature: _____ Date: _____

You must submit the completed form to the governmental body requesting bids per 875 Iowa Administrative Code Chapter 156. This form has been approved by the Iowa Labor Commissioner.

Worksheet: Authorization to Transact Business

This worksheet may be used to help complete Part A of the Resident Bidder Status form. If at least one of the following describes your business, you are authorized to transact business in Iowa.

- ☐ Yes ☐ No My business is currently registered as a contractor with the Iowa Division of Labor.
- ☐ Yes ☐ No My business is a sole proprietorship and I am an Iowa resident for Iowa income tax purposes.
- ☐ Yes ☐ No My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes.
- ☐ Yes ☐ No My business is an active corporation with the Iowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution.
- ☐ Yes ☐ No My business is a corporation whose articles of incorporation are filed in a state other than Iowa, the corporation has received a certificate of authority from the Iowa secretary of state, has filed its most recent biennial report with the secretary of state, and has neither received a certificate of withdrawal from the secretary of state nor had its authority revoked.
- ☐ Yes ☐ No My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled.
- ☐ Yes ☐ No My business is a limited liability partnership which has filed a statement of qualification in a state other than Iowa, has filed a statement of foreign qualification in Iowa and a statement of cancellation has not been filed.
- ☐ Yes ☐ No My business is a limited partnership or limited liability limited partnership which has filed a certificate of limited partnership in this state, and has not filed a statement of termination.
- ☐ Yes ☐ No My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than Iowa, the limited partnership or limited liability limited partnership has received notification from the Iowa secretary of state that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership.
- ☐ Yes ☐ No My business is a limited liability company whose certificate of organization is filed in Iowa and has not filed a statement of termination.
- ☐ Yes ☐ No My business is a limited liability company whose certificate of organization is filed in a state other than Iowa, has received a certificate of authority to transact business in Iowa and the certificate has not been revoked or canceled.

CONTRACT DOCUMENTS

NOTICE OF AWARD

Date of Issuance:

Owner: City of Marshalltown

Owner's Project No.: STR 24-001

Engineer: City of Marshalltown

Engineer's Project No.: STR 24-001

Project: W High St & S 6th St Intersection Improvements

Contract Name: W High St & S 6th St Intersection Improvements

Bidder:

Bidder's Address:

You are notified that Owner has accepted your Bid dated August 14, 2024 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

W High St & S 6th St Intersection Improvements

The Contract Price of the awarded Contract is \$[**Contract Price**]. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

Three unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

☐ Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner **three** counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions.
3. Other conditions precedent (if any): **n/a**

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents.

Owner:

City of Marshalltown, Iowa

By (*signature*):

Name (*printed*):

Joel Greer

Title:

Mayor

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between the City of Marshalltown ("Owner") and [name of contracting entity] ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Excavation, removal of pavement, construction of a cast-in-place storm water intake, preparation of subgrade, placement of approximately 310 SY of PCC Pavement, placement of sidewalk with detectable warning panel, traffic control, seeding, and miscellaneous work associated with partial reconstruction and widening of a street intersection.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **W High St & S 6th St Intersection Improvements**

ARTICLE 3 – ENGINEER

3.01 The Owner has retained **the City of Marshalltown** ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by [insert "Engineer" if an entity has been identified as such in Paragraph 3.01, and that same entity prepared the design; or indicate by name the entity other than Engineer that prepared the design].

ARTICLE 4 – CONTRACT TIMES

4.01 Contract Times: Days

A. The Work will be substantially complete within **25 working** days after the date when the Contract Times commence to run as provided in the General Conditions and Bid Form, and completed and ready for final payment within **30 working** days after the date when the Contract Times commence to run.

4.02 Liquidated Damages

A. Substantial Completion: Contractor shall pay Owner \$500 for each calendar day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.

B. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final

payment, Contractor shall pay Owner \$500 for each calendar day that expires after such time until the Work is completed and ready for final payment.

4.03 Special Damages

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.01 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.01 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – CONTRACT DOCUMENTS

6.01 Contents

- A. The Contract Documents consist of all of the following:
 - 1. This Agreement.
 - 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 - 3. General Conditions.
 - 4. Supplementary Conditions.
 - 5. Specifications as listed in the table of contents of the project manual (copy of list attached).
 - 6. Drawings (not attached but incorporated by reference) consisting of 9 sheets with each sheet bearing the following general title: **West High Street & South 6th Street Intersection Improvements**.
 - 7. Addenda (numbers [number] to [number], inclusive).
 - 8. Exhibits to this Agreement (enumerated as follows):

- a. None
- 9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond.
- B. The Contract Documents listed in Paragraph 6.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 6.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

6.02 General Conditions

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are the SUDAS Standard Specifications, General Provisions and Covenants, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor in the Supplementary Conditions.
- B. The General Conditions are available electronically at <https://iowasudas.org/manuals/specifications-manual/#division-1-general-provisions-and-covenants> .

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on **[indicate date on which Contract becomes effective]**
(which is the Effective Date of the Contract).

Owner:

City of Marshalltown

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

Joel Greer

(typed or printed)

Title:

Mayor

(typed or printed)

Attest:

(individual's signature)

Title:

Alicia Hunter

(typed or printed)

Address for giving notices:

City of Marshalltown

24 N. Center Street

Marshalltown, Iowa 50158

Designated Representative:

Name: Heather Thomas, P.E.

(typed or printed)

Title:

Public Works Director

(typed or printed)

Address:

24 N. Center Street

Marshalltown, Iowa 50158

Phone: (641) 754-5734

Email: hthomas@marshalltown-ia.gov

(If **[Type of Entity]** is a corporation, attach evidence of authority to sign. If **[Type of Entity]** is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Contractor:

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

(If **[Type of Entity]** is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

License No.:

(where applicable)

State:

PERFORMANCE BOND

Contractor Name: [Full formal name of Contractor] Address (<i>principal place of business</i>): [Address of Contractor's principal place of business]	Surety Name: [Full formal name of Surety] Address (<i>principal place of business</i>): [Address of Surety's principal place of business]
Owner Name: City of Marshalltown Mailing address (<i>principal place of business</i>): 24 North Center Street Marshalltown, IA 50158	Contract Description (<i>name and location</i>): W High St & S 6th St Intersection Improvements – Marshalltown, Iowa Contract Price: [Amount from Contract] Effective Date of Contract: [Date from Contract]
Bond Bond Amount: [Amount] Date of Bond: [Date] <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: ☐ None ☐ See Paragraph 16	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
_____ <i>(Full formal name of Contractor)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

- 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
 - 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.

12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
14. Definitions
- 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
- 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
- 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
- 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows: **“None”**

PAYMENT BOND

Contractor Name: [Full formal name of Contractor] Address (<i>principal place of business</i>): [Address of Contractor's principal place of business]	Surety Name: [Full formal name of Surety] Address (<i>principal place of business</i>): [Address of Surety's principal place of business]
Owner Name: City of Marshalltown Mailing address (<i>principal place of business</i>): 24 North Center Street Marshalltown, IA 50158	Contract Description (<i>name and location</i>): W High St & S 6th St Intersection Improvements – Marshalltown, Iowa Contract Price: [Amount, from Contract] Effective Date of Contract: [Date, from Contract]
Bond Bond Amount: [Amount] Date of Bond: [Date] <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: ☐ None ☐ See Paragraph 18	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i> By: _____ <i>(Signature)</i> Name: _____ <i>(Printed or typed)</i> Title: _____ Attest: _____ <i>(Signature)</i> Name: _____ <i>(Printed or typed)</i> Title: _____	<i>(Full formal name of Surety) (corporate seal)</i> By: _____ <i>(Signature)(Attach Power of Attorney)</i> Name: _____ <i>(Printed or typed)</i> Title: _____ Attest: _____ <i>(Signature)</i> Name: _____ <i>(Printed or typed)</i> Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 5.1. Claimants who do not have a direct contract with the Contractor
 - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2. Pay or arrange for payment of any undisputed amounts.
 - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its

obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions

16.1. *Claim*—A written statement by the Claimant including at a minimum:

16.1.1. The name of the Claimant;

- 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
- 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
- 16.1.4. A brief description of the labor, materials, or equipment furnished;
- 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
- 16.1.7. The total amount of previous payments received by the Claimant; and
- 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2.*Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3.*Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4.*Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5.*Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

18. Modifications to this Bond are as follows: **"None"**

WARRANTY BOND

Contractor Name: [Full formal name of Contractor] Address (<i>principal place of business</i>): [Address of Contractor's principal place of business]	Surety Name: [Full formal name of Surety] Address (<i>principal place of business</i>): [Insert address of Surety's principal place of business]
Owner Name: City of Marshalltown Address (<i>principal place of business</i>): 24 North Center Street Marshalltown, IA 50158	Construction Contract Description (<i>name and location</i>): W High St & S 6th St Intersection Improvements – Marshalltown, Iowa Contract Price: [Amount from Contract] Effective Date of Contract: [Date from Contract] Contract's Date of Substantial Completion: [Date from Contract]
Bond Bond Amount: [Amount] Date of Bond: [Date] Modifications to this Bond form: ☐ None ☒ See Paragraph 9	
Bond Period: Commencing after Substantial Completion of the Work under the Construction Contract, and continuing for four (4) years after such Substantial Completion.	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth herein, do each cause this Warranty Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
(Full formal name of Contractor)	(Full formal name of Surety) (corporate seal)
By: _____	By: _____
(Signature)	(Signature) (Attach Power of
Name: _____	Name _____
(Printed or typed)	(Printed or typed)
Title: _____	Title: _____
Attest: _____	Attest: _____
(Signature)	(Signature)
Name: _____	Name _____
(Printed or typed)	(Printed or typed)
Title: _____	Title: _____
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract's Correction Period Obligations. The Construction Contract is incorporated herein by reference.
2. If the Contractor performs the Correction Period Obligations, the Surety and the Contractor shall have no obligation under this Warranty Bond.
3. If Owner gives written notice to Contractor and Surety during the Bond Period of Contractor's obligation under the Correction Period Obligations, and Contractor does not fulfill such obligation, then Surety shall be responsible for fulfillment of such Correction Period Obligations. Surety shall either fulfill the Correction Period Obligations itself, through its agents or contractors, or, in the alternative, Surety may waive the right to fulfill the Correction Period Obligations itself, and reimburse the Owner for all resulting costs incurred by Owner in performing Contractor's Correction Period Obligations, including but not limited to correction, removal, replacement, and repair costs.
4. The Surety's liability is limited to the amount of this Warranty Bond. Renewal or continuation of the Warranty Bond will not modify such amount, unless expressly agreed to by Surety in writing.
5. The Surety shall have no liability under this Warranty Bond for obligations of the Contractor that are unrelated to the Construction Contract. No right of action will accrue on this Warranty Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
6. Any proceeding, legal or equitable, under this Warranty Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and must be instituted within two years after the Surety refuses or fails to perform its obligations under this Warranty Bond.
7. Written notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown in this Warranty Bond.
8. Definitions
 - 8.1. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page of this Warranty Bond, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 8.2. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
 - 8.3. *Correction Period Obligations*—The duties, responsibilities, commitments, and obligations of the Contractor with respect to correction or replacement of defective Work, as set forth in the SUDAS General Conditions, as duly modified.
 - 8.4. *Substantial Completion*—As defined in the Construction Contract.
 - 8.5. *Work*—As defined in the Construction Contract.
9. Modifications to this Bond are as follows: **Bond shall be 100% of the contract amount for the first two (2) years and 25% of the contract amount for the last two (2) years.**

NOTICE TO PROCEED

Owner:	City of Marshalltown	Owner's Project No.:	STR 24-001
Engineer:	City of Marshalltown	Engineer's Project No.:	STR 24-001
Contractor:		Contractor's Project No.:	
Project:	W High St & S 6th St Intersection Improvements		
Contract Name:	W High St & S 6th St Intersection Improvements		
Effective Date of Contract:			

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on **[date Contract Times are to start]** pursuant to Section 1080,1.02 of the General Conditions.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work will be done at the Site prior to such date.

In accordance with the Agreement:

The number of days to achieve Substantial Completion is **25 working days** from the date stated above for the commencement of the Contract Times, and the number of days to achieve readiness for final payment is **30 working days** from the commencement date of the Contract Times.

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

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

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

CONTRACT CONDITIONS

GENERAL SUPPLEMENTAL SPECIFICATIONS

The General Supplemental Specifications for the work on this project are represented by the SUDAS Standard Specifications approved by the Board of Directors for the Iowa SUDAS Corporation.

SUPPLEMENTAL SPECIFICATIONS

These Supplementary Conditions amend or supplement the General Supplemental Specifications approved by the Board of Directors for the Iowa SUDAS Corporation subsequent to publication of the latest edition of the SUDAS Standard Specifications. They involve changes in the SUDAS Standard Specifications and apply only when specified in the contract documents. The General Conditions remain in full force and effect except as amended.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

Specifications adopted by a Jurisdiction that involve changes to the SUDAS Standard Specifications are as follow:

Section 1040 – Scope of Work

1.06 INCREASE OR DECREASE OF WORK

Add the following new paragraphs immediately after Paragraph C:

D. Adjustments in Unit Price

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
 - a. the extended price of a particular item of Unit Price Work amounts to five (5) percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than 25 percent from the estimated quantity of such item indicated in the Agreement; and
 - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
3. Adjusted unit prices will apply to all units of that item.

Section 1070 – Legal Relations and Responsibility to the Public

3.01 PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

Add the following subparagraphs to Paragraph C:

1. Contractor shall furnish a warranty bond issued in the form of EJCDC® C-612, Warranty Bond (2018) or other approved form. The warranty bond must be in a bond amount of **100 percent** of the final contract price for the first two (2) years and **25 percent** of the final Contract Price for the last two (2) years. The warranty bond period will extend to a date **four (4) years** after Substantial Completion of the Work.
3. The warranty bond must be issued by the same surety that issues the performance bond required under Paragraph 3.01 of the General Conditions.

Section 1080 – Prosecution and Progress

1.07 WORK ON SUNDAYS OR LEGAL HOLIDAYS

Add the following new subparagraphs immediately after Paragraph A:

1. No Work shall be done between 6:00pm and 7:00am without permission of Owner. However, emergency work may be done without prior permission.
2. Night Work may be undertaken as a regular procedure with the permission of Owner; such permission, however, may be revoked at any time by Owner if Contractor fails to maintain adequate equipment and supervision for the proper prosecution and control of the Work at night.
3. Owner's legal holidays are: New Year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

Section 1090 - Measurement and Payment

1.05 PROGRESS PAYMENTS

Add the following new Paragraph D:

- D. Contractor's Application for Progress Payment shall be prepared on the EJCDC C-620 form provided in the Contract Documents, or other approved form.

ADDITIONAL FORMS

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: City of Marshalltown Owner's Project No.: STR 24-001

Engineer: City of Marshalltown Engineer's Project No.: STR 24-001

Contractor: Contractor's Project No.:

Project: W High St & S 6th St Intersection Improvements

Contract Name: W High St & S 6th St Intersection Improvements

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

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

[Describe the portion of the work for which Certificate of Substantial Completion is issued]

Date of Substantial Completion: **[Enter date, as determined by Engineer]**

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work must be as provided in the Contract, except as amended as follows:

Amendments to Owner's Responsibilities: ☐ None ☐ As follows:

[List amendments to Owner's Responsibilities]

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

[List amendments to Contractor's Responsibilities]

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

[List attachments such as punch list; other documents]

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Engineer

By (*signature*): _____

Name (*printed*): _____

Title: _____

NOTICE OF ACCEPTABILITY OF WORK

Owner: City of Marshalltown Owner's Project No.: STR 24-001
Engineer: City of Marshalltown Engineer's Project No.: STR 24-001
Contractor: Contractor's Project No.:
Project: W High St & S 6th St Intersection Improvements
Contract Name: W High St & S 6th St Intersection Improvements
Notice Date: Effective Date of the Construction Contract:

The Engineer hereby gives notice to the Owner and Contractor that Engineer recommends final payment to Contractor, and that the Work furnished and performed by Contractor under the Construction Contract is acceptable, expressly subject to the provisions of the Construction Contract's Contract Documents ("Contract Documents") and of the Agreement between Owner and Engineer for Professional Services dated **[date of professional services agreement]** ("Owner-Engineer Agreement"). This Notice of Acceptability of Work (Notice) is made expressly subject to the following terms and conditions to which all who receive and rely on said Notice agree:

This Notice has been prepared with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.

This Notice reflects and is an expression of the Engineer's professional opinion.

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

This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's Work) under the Owner-Engineer Agreement, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Owner-Engineer Agreement.

This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents, or to otherwise comply with the Contract Documents or the terms of any special guarantees specified therein.

This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

Engineer

By (*signature*): _____

Name (*printed*): _____

Title: _____

CONTRACTOR'S APPLICATION FOR PAYMENT

Owner:	City of Marshalltown	Owner's Project No.:	STR 24-001
Engineer:	City of Marshalltown	Engineer's Project No.:	STR 24-001
Contractor:		Contractor's Project No.:	
Project:	W High St & S 6th St Intersection Improvements		
Contract:	W High St & S 6th St Intersection Improvements		
Application No.:		Application Date:	
Application Period:	From		to

1. Original Contract Price	\$	-
2. Net change by Change Orders	\$	-
3. Current Contract Price (Line 1 + Line 2)	\$	-
4. Total Work completed and materials stored to date	\$	
5. Retainage		
a. _____ X \$ _____ Work Completed	\$	
b. _____ X \$ _____ Stored Materials	\$	
c. Total Retainage (Line 5.a + Line 5.b)	\$	
6. Amount eligible to date (Line 4 - Line 5.c)	\$	
7. Less previous payments	\$	
8. Amount due this application (Line 6 – Line 7)	\$	
9. Balance to finish, including retainage (Line 3 - Line 7 – Line 8)	\$	

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: _____

Signature: _____ **Date:** _____

Recommended by Engineer

By: _____

Title: _____

Date: _____

Approved by Owner

By: _____

Title: _____

Date: _____

Notes:

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Marshalltown	Owner's Project No.:	STR 24-001
Engineer:	City of Marshalltown	Engineer's Project No.:	STR 24-001
Contractor:		Contractor's Project No.:	
Project:	W High St & S 6th St Intersection Improvements		
Contract:	W High St & S 6th St Intersection Improvements		

Application No.:	Application Period:		From	to		Application Date:					
A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
Original Contract											

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Marshalltown	Owner's Project No.:	STR 24-001
Engineer:	City of Marshalltown	Engineer's Project No.:	STR 24-001
Contractor:		Contractor's Project No.:	
Project:	W High St & S 6th St Intersection Improvements		
Contract:	W High St & S 6th St Intersection Improvements		

Application No.:	Application Period:	From	to		Application Date:						
A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
Change Orders											
Change Order Totals					\$	\$	\$	\$	\$		\$
Original Contract and Change Orders											
Project Totals					\$	\$	\$	\$	\$		\$

Contractor's Application for Payment

Owner:	City of Marshalltown	Owner's Project No.:	STR 24-001
Engineer:	City of Marshalltown	Engineer's Project No.:	STR 24-001
Contractor:		Contractor's Project No.:	
Project:	W High St & S 6th St Intersection Improvements		
Contract:	W High St & S 6th St Intersection Improvements		

Application No.: _____ Application Period: From _____ to _____ Application Date: _____

[illegible]

CHANGE ORDER NO.: [#]

Owner: City of Marshalltown Owner's Project No.: STR 24-001
Engineer: City of Marshalltown Engineer's Project No.: STR 24-001
Contractor: Contractor's Project No.:
Project: W High St & S 6th St Intersection Improvements
Contract Name: W High St & S 6th St Intersection Improvements
Date Issued: Effective Date of Change Order:

The Contract is modified as follows upon execution of this Change Order:

Description:

[Description of the change]

Attachments:

[List documents related to the change]

Change in Contract Price	Change in Contract Times [State Contract Times as either a specific date or a number of days]
Original Contract Price: \$ _____	Original Contract Times: Substantial Completion: _____ Ready for final payment: _____
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. [Number of previous Change Order] : \$ _____	[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order] : Substantial Completion: _____ Ready for final payment: _____
Contract Price prior to this Change Order: \$ _____	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____
[Increase] [Decrease] this Change Order: \$ _____	[Increase] [Decrease] this Change Order: Substantial Completion: _____ Ready for final payment: _____
Contract Price incorporating this Change Order: \$ _____	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: _____

Contractor:	
Signature: _____	Date: _____
Recommended by Engineer	Approved by Owner
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____
Notes:	

FIELD ORDER NO.: [FO#]

Owner:	City of Marshalltown	Owner's Project No.:	STR 24-001
Engineer:	City of Marshalltown	Engineer's Project No.:	STR 24-001
Contractor:		Contractor's Project No.:	
Project:	W High St & S 6th St Intersection Improvements		
Contract Name:	W High St & S 6th St Intersection Improvements		
Date Issued:		Effective Date of Field Order:	

Contractor is hereby directed to promptly perform the Work described in this Field Order, issued in accordance with Paragraph 11.04 of the General Conditions, for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

Reference:

Specification Section(s):

Drawing(s) / Details (s):

Description:

[Description of the change to the Work]

Attachments:

[List documents supporting change]

Issued by Engineer

By: _____

Title: _____

Date: _____

CONCURRENT PROJECT COORDINATION

Marshalltown Water Works (MWW) is completing a water main replacement project along W High Street from 6th Street to Center Street. Construction commenced mid-July 2024 and most of the work is being performed in house by MWW staff.

The estimated timeframe of that project is:

Phase 1 – From west edge of 301 W High Street west to 6th Street

Started mid-July. Estimate 2+ months to get to the terrace area in the NE quadrant of S 6th Street and W High St. MWW will not do the connection in the 6th St intersection until the City's Contractor closes the intersection for the intersection improvements. This phase 1 work will remain in the terrace.

Phase 2 – From west edge of 301 W High Street, east to west side of 2nd Street Intersection

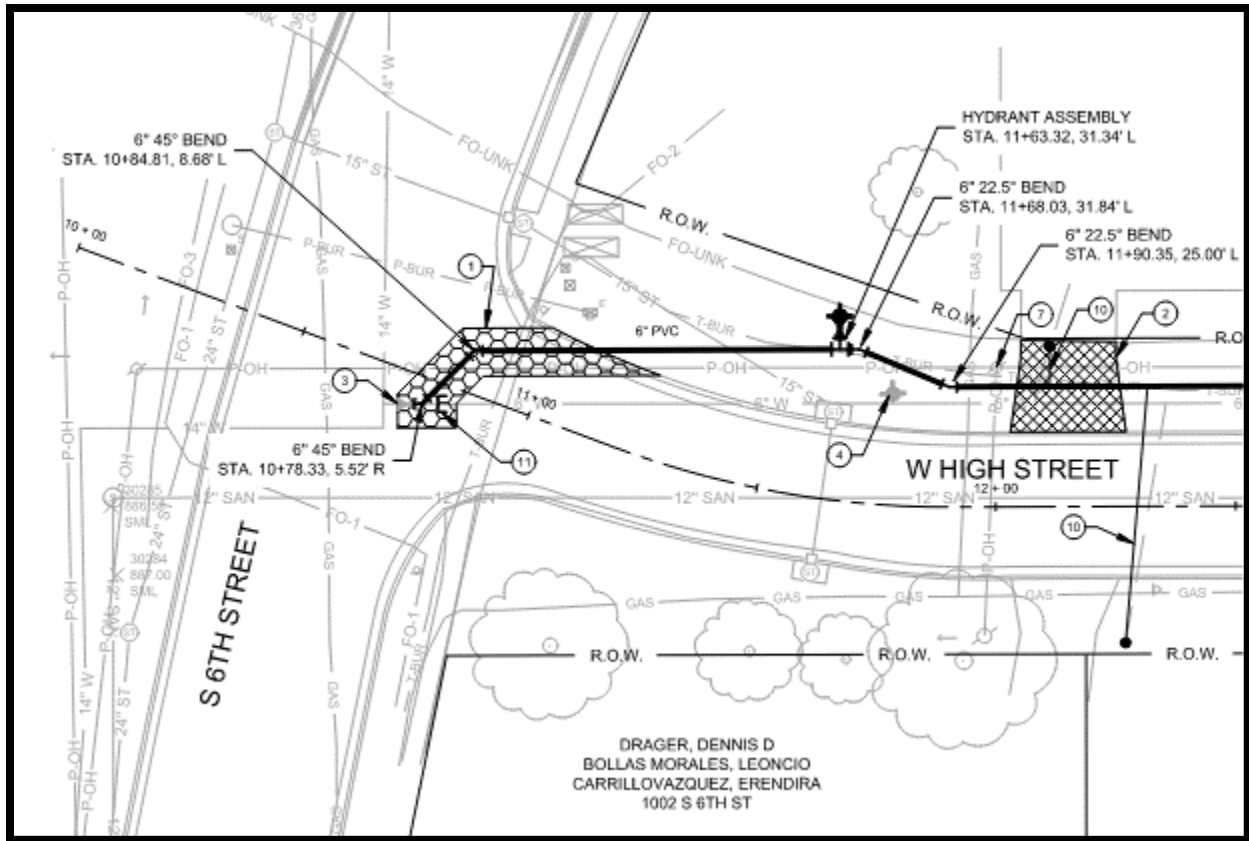
Following Phase 1, in late 2024

Phase 3 – From west side of 2nd Street, to Center Street intersection.

2025 Construction

MWW will remain on the north 1/3 of the roadway for Phases 1 and 2 while work takes place in the terrace area with some equipment on the roadway.

MWW will be doing their tie-in for the new water main installed with Phase 1 under the intersection of W High St and S 6th St during the same timeframe that the City's intersection Contractor has the road closure in place. They will be essentially "on-call" and will stop where they are working on their project to do the tie-in when the road is closed. MWW's work is in the northern portion of the intersection, outside the work limits that the City's intersection Contractor will be doing pavement removal and replacement. Contractors shall work in their respective areas and be considerate/coordinate access as needed to the site. MWW's anticipated work includes the following extracted plan and is anticipated to be able to be completed within 15 working days. Additional full plans are available upon request.



The city's intersection Contractor is expected to provide the following traffic control for the duration of the intersection project, which will also be utilized by MWW:

On S 6th Street, Iowa DOT TC-228 closing the northbound lane and utilizing the two-way left turn lane for northbound traffic.

On W High Street, Iowa DOT TC-252 closing W High Street to thru traffic. Road Closed to Thru Traffic signage shall be placed at 2nd Street Intersection. Actually road closure shall be placed to maintain access to 507 W High St and 1002 S 6th St, unless the Contractor has written permission to the property owners to close off access for a period of time.

MARSHALLTOWN SUPPLEMENTARY SPECIFICATIONS

PLEASE REFER TO THE CITY'S LATEST MARSHALLTOWN SUPPLEMENTARY
SPECIFICATIONS, AVAILABLE ELECTRONICALLY @

<https://www.marshalltown-ia.gov/DocumentCenter/View/9087/2023-Marshalltown-Supplementary-Specifications>

ORDINANCE 15090

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA CHAPTER 157 (LAND SUBDIVISION REGULATIONS)

WHEREAS, the City Council of the City of Marshalltown, Iowa, has adopted Chapter 157 (Land Subdivision Regulations); and

WHEREAS, the City Council has identified various issues with terms and conditions of Chapter 157 pertaining to the procedures for platting land for subdivisions across various zoning districts, which are presenting administrative difficulties; and

WHEREAS, the City Council finds the following amendments to Chapter 157 to be in the best interest of the City, the public in general, and those desirous of submitting plats to subdivide lots located in Marshalltown.

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

Section 1. Amendment. PROCEDURES FOR PLATTING

Sections 157.003(B)(10) and (11) are hereby added as follows:

(10) A Final Plat may be submitted no sooner than 14 days after the Preliminary Plat has been approved. Final Plats may only be submitted contemporaneously with a Preliminary Plat if the plat involves a simple lot split and:

- (a) all infrastructure is already in place on all resulting lots;
- (b) no single private access/street is necessary to any resulting lot; and
- (c) each lot created by the split fronts a publicly dedicated street.

(11) All storm water retention pond parcels must be combined with an adjacent parcel(s) by execution and recording of an Affidavit of Non-Severability with the developed lot and have an easement recorded on the title of all parcels the pond serves.

Section 2. Amendment. DESIGN STANDARDS FOR PLATS

Section 157.005(E)(1) is hereby deleted and superseded, in its entirety, as follows:

(1) Every lot shall front on a publicly dedicated street except in planned unit developments according to the City Zoning Ordinance and as approved by the City Council. A lot located in the General Commercial or General Industrial zone may have private access from an adjacent lot or from a private street if all the following conditions are met:

- (a) Any private access or private street must be compliant with fire code;
- (b) An easement which permits access from the adjacent lot or private street must be properly recorded with the property title of each affected lot;
- (c) Property titles of all lots must indicate that the City will not maintain or have dedication of the private street, private access or easement;
- (d) Any storm water retention pond and/or stand-alone access parcel must be combined with an adjacent developed parcel by execution and recording of an Affidavit of Non-Severability; and
- (e) All other requirements in this Code not directly related to the private access or private street still apply.

Section 3. Severability Clause. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

Section 4. When Effective. This ordinance shall be in full force and effect after its final passage, approval and publication as provided by law.

Passed this ____ day of _____ 2024 and signed this ____ day of _____ 2024.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

I, Alicia Hunter, City Clerk of the City of Marshalltown, Iowa, do hereby certify that the foregoing ORDINANCE was passed and approved by the City Council of the City of Marshalltown, Iowa, on the ____ day of _____ 2024, and was published in the Marshalltown Times-Republican, a newspaper of general circulation in the City of Marshalltown, Iowa, on the ____ day of _____ 2024.

Alicia Hunter, City Clerk

MARSHALLTOWN

I O W A

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

TO: Mayor and City Council
FROM: Cindy Kendall
DATE: 7-17-24
RE: Amendment for Chapter 157 Land Subdivision Regulations – First Reading

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: To more closely align Chapter 157 Land Subdivision Regulations to the current needs of the community to foster uniform development through established guideline in the Planning and Zoning Ordinances

Recommendation: Upon review of the proposed ordinance changes and a public hearing to adopt to enhance development within the community.

Budget Impact: Legal and publication fees

Description/Background: The Planning and Zoning Commission, along with Public Works Director, Heather Thomas have identified areas of the review process and regulation needing clarity and better definitions to provide guidance for future development. Some highlights include:

-Chapter 157.003 (B) (10) A Final Plat may be submitted no sooner than 14 days after the Preliminary Plat has been approved. Final Plats may be only be submitted contemporaneously with a Preliminary Plat if the plat involves a simple lot split and

all infrastructure is already in place on all resulting lots;

no single private access/street is necessary to any resulting lot; and,

each lot created by the split fronts a publicly dedicated street.

- Chapter 157.003 (B) (11) All storm water retention pond parcels must be combined with an adjacent parcel(s) by execution and recording of an Affidavit of Non-Severability with the developed lot and have an easement recorded on the title of all parcels the pond serves.

- Chapter 57.005 (E) (1) add after the existing text:

A lot located in the General Commercial (GC) or General Industrial (GI) zone may have private access from an adjacent lot or from a private street if all the following conditions are met: (a) Any private access or private street must be compliant with fire code;

A permanent easement which permits access from the adjacent lot or private street must be properly recorded with the property title of each affected lot;

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Property titles of all lots must indicate that the City will not maintain or have dedication of the private street, private access or easement;

Any storm water retention pond and/or stand-alone access parcel must be combined with an adjacent developed parcel by execution and recording of an Affidavit of Non-Severability. (e) All other requirements in this code not directly related to the private access or private street shall still apply.

This has been review by the City Attorney.

This is the first reading of the amending ordinance. Council will also be asked to set the public hearing at the August 12 meeting, followed on August 26 final reading for publication and enactment.

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

- ☐ 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.



The owner of LIF Enterprises confirmed their intention to combine 406 W Madison, the portion of vacated alley, and 408 W Madison as drawn during the council meeting. Following concerns mentioned by a councilor, city staff reviewed and confirmed there are no nuisance violations on the property.

If the council would like to proceed with this transaction, each owner would pay \$250 for the adjacent portion of right-of-way.

From 7/22 Meeting:

The city received a request from Luke Fogle, LIF Enterprises LLC, to vacate and purchase the north-south alley between his properties at 406 West Madison and 408 West Madison. The neighboring properties at 506 S 5th Street and 505 S 4th Street approve of this request and they do not have driveways that require access from the alley. The alley would be vacated up to the “T” intersection.

Per the City of Marshalltown Policy for the Sale of Surplus Real Property, after receiving a request in writing, all utilities should be contacted to determine whether there are utilities in the area and if easements must be maintained. If a utility (including the City) requests the right-of-way not be vacated, the requesting party is notified and the transaction stops.

A request was submitted to Iowa One Call to be notified of the utilities that are located in near proximity to the alley in question. The following utilities were identified and contacted. Additionally, the street division was reached out to comment on the proposed

Alliant Energy	Utility maps were requested and received. Aerial electric is present in a portion of the north-south alley adjacent to this. We reached out to Alliant and confirmed they are agreeable to this request. Alliant requests easement on any portion of vacated alley.
Mediacom	Aerial telecommunication lines were observed attached to the overhead electrical. Utility maps were requested; however, Mediacom has not typically responded to the city’s past requests for information and comment. If the alley is vacated, we would recommend a public utility easement be maintained.
Marshalltown Street Division	No objection to this request based on no other properties that use this portion of the alley for rear access and it does not create a dead end for maintenance.

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Several exhibits are attached for reference:



Alley layout of the block.



Alley picture, looking south.

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Alley picture, looking north.

If council would like to proceed with this transaction, the purchase price would be \$250 for less than 0.25 acres. If that is council's direction, we would need a motion to direct staff to proceed with the process to sell the right-of-way reserving easement rights.

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MARSHALLTOWN

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CITY CLERK'S OFFICE

Joel Greer, Mayor &
Interim City Administrator
Alicia Hunter, City Clerk
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5701
Fax - (641) 754-5717

July 31, 2024

Anibal Monge Aguirre
506 South 5th Street
Marshalltown, IA 50158

Anibal,

Per telephone conversations with City staff on 7/23/24, please confirm you want to purchase the portion of the alley highlighted in BLUE. The purchase price will be \$250.

Según conversaciones telefónicas con el personal de la ciudad el 23/7/24, Confirme que desea comprar la parte del callejón resaltada en AZUL. El precio de compra será de \$250.



I, Anibal Monge Aguirre, agree to purchase half of the right-of-way adjacent to my property at 506 South 5th Street for the price of \$250 and will have it combined with my parcel.

Yo, Anibal Monge Aguirre, acepto comprar la mitad del derecho de paso adyacente a mi propiedad en 506 South 5th Street por el precio de \$250 y lo combinaré con mi parcela.

Signature (Firma):  Date (Fecha): 08-06-24

Return to City Clerk, 24 N Center Street or email to clerk@marshalltown-ia.gov by 8/7/24.

Regrese a la Secretaria Municipal, 24 N Center Street o envíe un correo electrónico a clerk@marshalltown-ia.gov antes del 7/8/24.

CITY COUNCIL

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Mark Mitchell, Greg Nichols, Jeff Schneider, Gary Thompson



MARSHALLTOWN

— I O W A —

CITY CLERK'S OFFICE

Joel Greer, Mayor &
Interim City Administrator
Alicia Hunter, City Clerk
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5701
Fax - (641) 754-5717

July 31, 2024

Angel Eduardo Monge Nunez
1008 South 2nd Street
Marshalltown, IA 50158

Eduardo,

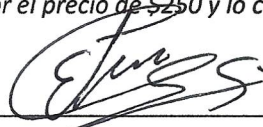
Per telephone conversations with City staff on 7/23/24, please confirm you want to purchase the portion of the alley highlighted in YELLOW. The purchase price will be \$250.

Según conversaciones telefónicas con el personal de la ciudad el 23/7/24, Confirme que desea comprar la parte del callejón resaltada en amarillo. El precio de compra será de \$250.



I, Angel Eduardo Monge Nunez, agree to purchase half of the right-of-way adjacent to my property at 505 South 4th Street for the price of \$250 and will have it combined with my parcel.

Yo, Angel Eduardo Monge Nunez, acepto comprar la mitad del derecho de paso adyacente a mi propiedad en 505 South 4th Street por el precio de \$250 y lo combinaré con mi parcela.

Signature (Firma):  Date (Fecha): 8-5-24

Return to City Clerk, 24 N Center Street or email to clerk@marshalltown-ia.gov by 8/7/24.

Regrese a la Secretaria Municipal, 24 N Center Street o envíe un correo electrónico a clerk@marshalltown-ia.gov antes del 7/8/24.

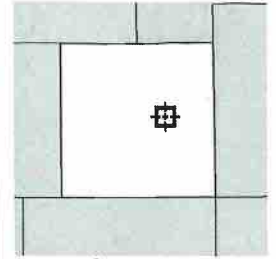
CITY COUNCIL

Melisa Fonseca, Barry Kell, Mike Ladehoff,
Mark Mitchell, Greg Nichols, Jeff Schneider, Gary Thompson





Overview



Legend

- ☐ Parcels
- ☐ Corporate Limits
- Roads
- Major Highways
 - U.S. Hwy 30
 - Hwy 330
 - State Paved

Date created: 6/24/2024
Last Data Uploaded: 6/24/2024 9:16:47 AM

Developed by **Schneider**
GEOSPATIAL

- Need info of 3 owners including yourself (name and phone number)
- Then it will be taken to council if approved by council then you will have to pay a fee

Quibol Monge

Okay with closure.

641-751-5424

506 S 5th St

~~641-751-5424~~

6-24-24

Eduardo Monge

Okay with closure.

641 354 8473

505 S 4th St

~~641-751-5424~~

7-01-24

Requester:

408 and 406 West Madison St.

LIFE ENTERPRISES LLC.

Managing member: Luke Fogle

7-01-24

Luke Fogle

641-751-0251

MEMO TO THE COUNCIL MEMBERS – CITY OF MARSHALLTOWN

DATE: 7-25-24

FROM: SHARON SOORHOLTZ GREER

RE: CITY OF MARSHALLTOWN TOOL LENDING PROGRAM

As I indicated at the public comment portion of your meeting on 7/22, I would be willing to help purchase and donate landscaping equipment that could be stored at the City and loaned out to either citizens needing to correct property maintenance concerns or citations or to recognized community groups sponsoring clean up events. I attach a simple and clear agreement that could be used. I would like to have any input about what might be helpful and we could expand from there if the program takes off.

I could see the nuisance officer noting in any citation that the tools are available and could be used to correct the nuisance violation. We could also have a flyer developed to show folks how the tools might best be used to avoid damage. Once a year in the early spring we could pay to have the tools sharpened if needed.

The remaining questions are: is there a place to store the equipment and who would take on the actual mechanics of the loaning program?

CITY OF MARSHALLTOWN

TOOL SHARE LENDING AGREEMENT

I, (NAME) _____, reside at (ADDRESS) _____, Marshalltown, Iowa and agree:

That I will borrow and use the following landscaping tools from the Tool Share Lending Program - (LIST THE TOOLS):

from the City of Marshalltown (CITY) Tool Share Lending Program to clean and enhance my property or that of a Marshalltown citizen needing help with property maintenance. I agree to deposit a check or cash to the City in the amount of \$XXX at the time I pick up the tools. I will have the use of the tools from (DATES) _____ to _____, and agree to then return the tools in good condition. At such time of the return, my check or cash will be returned to me or the check destroyed. If I do not return the tools per this agreement, I am aware that I could be pursued for the value of the tools that I have not returned to the city in addition to the sum deposited.

I also agree and am aware that using these tools requires good judgment and safety measures and that I use them at my own risk of any injury to me or any other person or as to any damage to my property. I release and hold harmless the CITY for any and all damage, injury or other claims that I might make and waive any right to make a legal claim against the CITY as it relates to the tools or any other claim that might arise from my participation in the tool lending program.

Lessee

City Representative

Date

City of Marshalltown Police Department



Joel Greer, Mayor
Michael W. Tupper, Chief of Police
909 South 2nd Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5729
Fax - (641) 752-1211

TO: Chief Michael Tupper

FROM: Captain Kiel Stevenson

DATE: March 28, 2024

RE: Marshalltown Police Department Patrol Rifle Purchase/Replacement

Recommendation: The City of Marshalltown should approve the purchase of 10 new patrol rifles to equip all sworn officers, who desire to have access to this equipment.

The City of Marshalltown should approve the trade of nine (9) current department owned rifles to upgrade to current models.

Background: The current patrol rifles have been in service for approximately 15 years. During that time, manufacturers have made vast design improvements, making the updated rifle models more effective and better suited for the needs of the Marshalltown Police Department.

The Marshalltown Police Department currently owns nine (9) patrol rifles that are in service and assigned to individual officers on the department. These patrol rifles need to be upgraded to current models.

There are approximately 10 additional officers, who do not have access to a patrol rifle because the department lacks available rifles to issue to officers. This creates an unnecessary safety concern for officers and members of the public. Officers are regularly required to respond to situations where access to a patrol rifle would increase their effectiveness and safety. This request would allow the Marshalltown Police Department to equip all officers wishing to become certified with this equipment.

The Iowa Law Enforcement Academy has recently included Patrol Rifle Certification to recruits attending academy training. Officers going through this training are required to have an issued department rifle. This request would allow our agency to have enough rifles to equip all new officers attending the academy.

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Patrol Rifle Benefits

- 1) Increased Firepower: Patrol rifles provide officers with greater firepower compared to handguns, which can be essential in responding to armed and dangerous threats, active shooter situations, or when faced with suspects wearing body armor.
- 2) Long Range Engagements: Rifles have a longer effective range than handguns, allowing officers to engage threats from a safer distance and reducing the risk of harm to themselves and the public.
- 3) Improved Accuracy: Rifles are inherently more accurate than handguns, especially in high-stress situations. This accuracy is crucial for ensuring precision shots during high-stress situations.
- 4) Versatility: Patrol rifles can be equipped with various optics, lights, and accessories that enhance their versatility and effectiveness, such as low-light conditions and urban environments.
- 5) Adaptability: In rapidly evolving situations, patrol rifles offer officers a reliable tool that can be used in a variety of situations, such as engaging a threat at distance or providing cover during tactical operations.

The following is a summary of expense associated with the proposed purchase and trades:

Equipment	Quantity	Total
New Patrol Rifles	10	\$16,000
Upgrade Currently Owned Rifles	9	\$12,600
Spare Parts/Equipment	1	\$1,400
TOTAL		\$30,000

*The listed prices are estimates based on state bid pricing and research on equipment pricing.

Please let me know if you have any questions or need additional information

Respectfully,



K. Stevenson

Captain

Marshalltown Police Department

MARSHALLTOWN

I O W A

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

TO: Mayor and City Council
FROM: Cindy Kendall
DATE: 8-12-24 (meeting date)
RE: Industrial Tax Abatement Update Ordinance

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: To expend and diversify the economic base of the city in a proactive manner.

Recommendation: Update the current City Ordinance covering the Industrial Tax Abatement to align with current Iowa Code Sections 427.B.1-427B.7 and Iowa Administrative Code 701 Chapter 110.6.

Budget Impact: N/A-other than legal and publication fees

Description/Background: Iowa Code 427B requires cities that wish to provide Industrial Partial Tax Abatement to do so by ordinance and a public hearing. The City's ordinance, dated 1980 does not include current market developments that are allowed in the Iowa Code. This amendment would extend the definition of allowable development in the state code for a Research-service facility, Distribution Center, and Public warehouse to apply for a partial tax abatement in Marshalltown. This amendment would also eliminate the definition of certain machinery and equipment exemptions which were phased out by the legislature in 2002.

During discussions with public works, the water works management team and the Chamber of Commerce, it is acknowledged, that city's infrastructure capacity will be considered prior to Council approval of such development or the partial abatement of taxes.

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Greg Nichols, Jeff Schneider, Gary Thompson

