

Public Participation in a City Council Meeting:

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

**CITY OF MARSHALLTOWN COUNCIL AGENDA
CITY HALL COUNCIL CHAMBERS
10 WEST STATE STREET
SEPTEMBER 9, 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**F. CONSENT AGENDA****1. APPROVE MINUTES 08/26/24 MEETING AND BILL LIST
\$1,702,811.91**

Documents:

[2024-08-26_SIGNED Council Minutes.pdf](#)
[2024-09-09_BILL LIST_Summary.pdf](#)
[2024-09-09_BILL LIST_Detail.pdf](#)

2. APPROVE ALCOHOL LICENSE RENEWALS

KWIKSTAR #394, 2500 S CENTER ST / ALDI INC, 2405 S
CENTER ST / OLD TIMERS TAVERN, 401 S CENTER ST

3. APPROVE CIVIL SERVICE NEW HIRE LIST FOR POLICE OFFICER

Documents:

[2024-09-09_CONSENT_Civil Service List - Police Officer.pdf](#)

4. ACCEPT THE RESIGNATION OF KEVIN PINK FROM THE LIBRARY BOARD OF TRUSTEES TERM ENDING 06/30/25

5. APPOINTMENT OF SANDY BENNETT TO THE LIBRARY BOARD OF TRUSTEES, TERM ENDING 06/30/25

6. RESOLUTION 2024-190 APPROVING CONTRACT CHANGE ORDER #12 FOR THE STATE STREET RECONSTRUCTION PROJECT #STR21004, A DECREASE OF \$61,364

Documents:

[2024-09-09_2024-190_Resolution Change Order 12 State St STR21004.pdf](#)
[2024-09-09_2024-190_Memo_STR21004 State St_CO 12.pdf](#)
[2024-09-09_2024-190_STR21004 State St_CO 12.pdf](#)

7. RESOLUTION 2024-191 APPROVING CONTRACT CHANGE ORDER #13, CHANGE IN COMPLETION DATE, FOR THE STATE STREET RECONSTRUCTION PROJECT #STR21004

Documents:

[2024-09-09_2024-191_Resolution Change Order 13 State St STR21004.pdf](#)
[2024-09-09_2024-191_Memo_STR21004 State St_CO 13.pdf](#)
[2024-09-09_2024-191_STR21004 State St_CO 13.pdf](#)

8. RESOLUTION 2024-192 APPROVING CONTRACT CHANGE ORDER #6 FOR THE MARSHALLTOWN DOWNTOWN REVITALIZATION-FAÇADE IMPROVEMENTS PROJECT #ECO 21-001, A DECREASE OF \$8,922.00 AND CHANGE IN COMPLETION DATE

Documents:

[2024-09-09_2024-192_Resolution Change Order 6 DTR ECO 21-002.pdf](#)
[2024-09-09_2024-192_Memo_ECO 21-002 DTR _Change Order 6.pdf](#)
[2024-09-09_2024-192 ECO 21-002 DTR _Change](#)

9. RESOLUTION 2024-193 ORDERING CONSTRUCTION OF THE 6TH STREET TRAIL PROJECT, SETTING PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATED COST AND DIRECTING PUBLICATION OF NOTICE TO BIDDERS

Documents:

[2024-09-09_2024-193_Resolution Order Construction 6th Street Trail Project.pdf](#)
[2024-09-09_2024-193_Memo on Order Construction 6th Street Trail Project.pdf](#)
[2024-09-09_2024-193_6th Street Trail Notice to Bidders.pdf](#)
[2024-09-09_2024-193_6th Street Trail Plans.pdf](#)
[2024-09-09_2024-193_6th Street Trail Specs.pdf](#)

10. RESOLUTION 2024-194 APPROVING THE RENEWAL OF AGREEMENT BY AND BETWEEN THE CITY OF MARSHALLTOWN, IOWA AND THE STATE OF IOWA, IOWA VETERANS HOME, RELATING TO POLICE PROTECTION AT THE IOWA VETERANS HOME, MARSHALLTOWN, IOWA, FOR THREE FISCAL YEARS BEGINNING JULY 1, 2024, AND ENDING JUNE 30, 2027

Documents:

[2024-09-09_2024-194_Resolution IVH 28E Agreement Police Services.pdf](#)
[2024-09-09_2024-194_IVH LE Services Memo Sept 2024.pdf](#)
[2024-09-09_2024-194_IVH Police Dept 2024 2027 3 Fiscal Year Agreement.pdf](#)

11. RESOLUTION 2024-195 DECLARING CERTAIN PROPERTY SURPLUS PROPERTY AND AUTHORIZING DISPOSAL THEREOF FROM THE POLICE DEPARTMENT

Documents:

[2024-09-09_2024-195_Resolution Declaring Police Dept Vehicles Surplus.pdf](#)
[2024-09-09_2024-195_Memo Police Vehicle Purchase FY25.pdf](#)
[2024-09-09_2024-195_Surplus Vehicles_Trade to Stew Hansen Dodge_Police Vehicle Purchase.pdf](#)

12. RESOLUTION 2024-196 SETTING A DATE OF MEETING AT WHICH IT IS PROPOSED TO APPROVE A DEVELOPMENT AGREEMENT WITH RISE M, LLC, INCLUDING ANNUAL APPROPRIATION TAX INCREMENT PAYMENTS

Documents:

[2024-09-09_2024-196_Set Date Dev Agmt AA - \(Marshalltown 59 2024\)-v2.pdf](#)
[2024-09-09_2024-196_Memo Development Agreement for Rise M, LLC.pdf](#)
[2024-09-09_2024-196_Draft Development Agreement \(RISE\).pdf](#)

G. RESOLUTIONS

1. PUBLIC HEARING AND RESOLUTION 2024-197 TO APPROVE URBAN RENEWAL PLAN AMENDMENT FOR THE MARSHALLTOWN URBAN RENEWAL AREA NO. 3

Documents:

[2024-09-09_2024-197_Hold Hrg and Approve UR Amend no adds \(Marshalltown 59 2024\)-v2.pdf](#)
[2024-09-09_2024-197_Memo PH and Amending Urban Renewal Area 3.pdf](#)
[2024-09-09_2024-197_UR Plan Amend \(Marshalltown 59 2024\)-v1.pdf](#)

2. PUBLIC HEARING AND RESOLUTION 2024-198 PROVIDING FOR THE VACATION, CONVEYANCE AND TRANSFER OF THE NORTH-SOUTH ALLEY BETWEEN 406 AND 408 WEST MADISON STREET

Documents:

[2024-09-09_2024-198_Resolution Providing for the Vacation of Alley 406-408 W Madison.pdf](#)
[2024-09-09_2024-198_Memo Vacation and Conveyance of Alley 406-408 W Madison.pdf](#)
[2024-08-12_DISCUSSION1_Written Requests to Purchase.pdf](#)
[2024-08-12_DISCUSSION1_Memo Request to Purchase ROW.pdf](#)

H. ORDINANCES

1. PUBLIC HEARING AND ORDINANCE 15091 TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA CHAPTER 156: ZONING FOR PARKING, LOADING AND STACKING

2ND READING

Documents:

[2024-09-09_ORD 15091_Chapter 156 Parking Amendment \(SCL 8.19.24\) PH 2nd Read.pdf](#)

**2. ORDINANCE 15092 TO AMEND THE CODE OF
ORDINANCES, CITY OF MARSHALLTOWN, IOWA, BY
REPEALING CHAPTER 72 PARKING RULES AND
ADOPTING NEW CODE SECTIONS FOR CHAPTER 72
PARKING RULES**

1ST READING

Documents:

2024-09-09_ORD 15092_Chapter 72 Parking Rules
Amendment_1st Read.pdf
2024-09-09_ORD 15092_Memo CH 72 Parking
Rules.pdf

**3. ORDINANCE 15093 AMENDING ORDINANCE NO. 13657
RELATING TO PARTIAL PROPERTY TAX EXEMPTIONS
FOR INDUSTRIAL PROPERTY ON WHICH
IMPROVEMENTS HAVE BEEN MADE, PROVIDING A
SCHEDULE OF TAX EXEMPTION AND SETTING FOR THE
PROCEDURE TO OBTAIN SAME**

1ST READING

Documents:

2024-09-09_ORD 15093_427B Industrial Tax
Abatement (Marshalltown 60 2024)-v1.pdf
2024-09-09_ORD 15093_Memo Industrial Tax
Abatement Ordinance Amendment.pdf

I. DISCUSSION

**1. DISCUSSION - RESTRICTED DOWNTOWN PARKING ON-
STREET**

Documents:

2024-09-09_DISCUSSION_A_Memo - Discussion
Parking Ch 77_Downtown Restricted.pdf
2024-09-09_DISCUSSION_A_Dec23 and Jan24 Parking
Downtown Discussion.pdf
2024-09-09_DISCUSSION_A_City Map_Snow
Routes_Parking Prohibited.pdf
2024-09-09_DISCUSSION_A_Ch 77 Parking
Schedules.pdf

2. DISCUSSION - PARKING LOT T

Documents:

J. ADJOURNMENT

MISSION STATEMENT

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

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



COUNCIL PROCEEDINGS
AUGUST 26, 2024

Mayor Greer called the meeting to order at 5:30 p.m., August 26, 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 Ladehoff to adopt the consent agenda: APPROVE MINUTES 08/12/24 MEETING AND BILL LIST \$1,929,506.13; APPROVE ALCOHOL LICENSE RENEWALS FOR CASEY'S #3228, 916 E MAIN ST; HALEY'S DELI BARBECUE & CATERING, 501 N 3RD AVE; RECEIPT OF BUILDING & TRADE PERMIT REPORT-JULY 2024; REAPPOINT CHAD GREENE TO THE SOLID WASTE COMMISSION, 9/1/24-9/1/30; RESOLUTION 2024-182 AUTHORIZING THE USE OF AUTOMATED TRAFFIC ENFORCEMENT FUNDS NOT TO EXCEED \$30,000.00 TO FUND THE POLICE DEPARTMENT PURCHASE OF PATROL RIFLES AND RELATED EQUIPMENT; RESOLUTION 2024-183 SETTING PUBLIC HEARING FOR AN AMENDMENT TO CHAPTER 156 ZONING: PARKING, LOADING, AND STACKING; RESOLUTION 2024-184 AUTHORIZING AIRPORT LP GAS AGREEMENT BETWEEN THE CITY OF MARSHALLTOWN, IOWA AND MARSHALLTOWN AVIATION, INC.; RESOLUTION 2024-185 APPROVING CONTRACT CHANGE ORDER #4 FOR THE WPCP HEADWORKS AND DIGESTERS IMPROVEMENT PROJECT #WPC21001, A DECREASE OF \$11,946.11; RESOLUTION 2024-186 SETTING A PUBLIC HEARING FOR THE VACATION AND CONVEYANCE AND TRANSFER OF TITLE OF THE NORTH-SOUTH ALLEY BETWEEN 406 AND 408 W MADISON STREET. Motion carried 7-0.

MOTIONS

Motion by Schneider, second by Nichols to approve a 5-DAY ALCOHOL LICENSE WITH OUTDOOR SERVICE FOR LUCKY WIFE WINE SLUSHIES FOR OKTEMBERFEST 9/26-9/29. Motion carried 7-0.

Motion by Ladehoff, second by Schneider to approve a 5-DAY CLASS C RETAIL ALCOHOL LICENSE WITH OUTDOOR SERVICE FOR MIDNIGHT BALLROOM RODEO AT THE FAIRGROUNDS 10/5. Motion carried 7-0.

RESOLUTIONS

Motion by Ladehoff, second by Nichols to adopt RESOLUTION 2024-187 ACCEPTING BID AND AUTHORIZING THE AWARD OF CONTRACT FOR THE MARSHALLTOWN WEST HIGH STREET & SOUTH 6TH STREET INTERSECTION IMPROVEMENT PROJECT #STR24001 IN THE CITY OF MARSHALLTOWN, IOWA IN THE AMOUNT OF \$62,702.20 TO CON-STRUCT INC. Heather Thomas, Public Works Director advised the estimated base bid was \$90,900 and they received 7 bids. This is a 25-working day contract and 6th Street will remain open but High Street will be closed. Motion carried 7-0.

Mayor Greer opened a public hearing at 5:50 pm for APPROVING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND COST FOR THE RIVERVIEW PARK IMPROVEMENT PROJECT #PRK23001, IN THE CITY OF MARSHALLTOWN, IOWA. No written or public comments were received. Geoff Hubbard, Parks & Recreation Director advised plans include some lagoon updates, a bridge across the lagoon, 4 lighted pickleball courts, a volleyball court, and a new playground at Reunion Hall. The public hearing was closed at 5:58 pm. Motion by Schneider, second by Nichols to adopt RESOLUTION 2024-188 APPROVING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND COST FOR THE RIVERVIEW PARK IMPROVEMENT PROJECT #PRK23001, IN THE CITY OF MARSHALLTOWN, IOWA. Motion carried 7-0.

Mayor Greer opened a public hearing at 5:59 pm for PROVIDING FOR THE CONVEYANCE AND TRANSFER OF TITLE OF THE EAST HALF OF 510 EAST MAIN STREET FROM THE CITY OF MARSHALLTOWN, IOWA TO RMB COOPERATIVE No written or public comments were received. Alicia Hunter, City Clerk advised this public hearing is required to correct the legal description for the sale of the lot. The public hearing was closed at 5:59 pm. Motion by Ladehoff, second by Nichols to adopt RESOLUTION 2024-189 PROVIDING FOR THE CONVEYANCE AND TRANSFER OF TITLE OF THE EAST HALF OF 510 EAST MAIN STREET FROM THE CITY OF MARSHALLTOWN, IOWA TO RMB COOPERATIVE. Motion carried 7-0.

ORDINANCES

Motion by Schneider, second by Kell to adopt the third reading of ORDINANCE 15090 TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA CHAPTER 157 (LAND SUBDIVISION REGULATIONS). Motion carried 7-0.

Motion by Schneider, second by Nichols to adopt the first reading of ORDINANCE 15091 TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA CHAPTER 156: ZONING FOR PARKING, LOADING AND STACKING. Jon Boston, Plan Zoning Commission Chair advised the minimum and maximum parking spaces and parking spot dimensions were revised. These amendments are compatible with the proposed changes for Chapter 72 Parking Rules. Motion carried 7-0.

DISCUSSION

Jon Boston, Plan Zoning Commission Chair, and Heather Thomas, Public Works Director presented the proposed amendments to Chapter 72 Parking Rules. Definitions, driveway composition, location, and size were revised. The penalty sections were reviewed and the late fees for a Notice of Parking Violation will be revised to \$15 after 60 days.

CLOSED SESSION

Motion by Schneider, second by Kell to go into closed session pursuant to Section 21.5 subsection (1) paragraph (j) OF THE CODE OF IOWA to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property. The City of Marshalltown has an attorney-client relationship with Lynch Dallas P.C., by Council Resolution 2022-161, approved 06/13/22. Motion carried 7-0 and

the council entered closed session at 6:31 pm. Motion by Thompson, second by Mitchell to exit closed session. Motion carried 7-0 and the council entered open session at 6:53 pm. Motion by Thompson, second by Kell for staff to proceed as discussed in the closed session. Motion carried 7-0.

ADJOURNMENT

The meeting adjourned at 6:54 p.m.

Respectfully Submitted,

Alicia Hunter
Alicia Hunter, City Clerk

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

BILL LIST 09/09/24

Advertising

FirstIntBank/4 1,921.22

Buildings/Improvements

FirstIntBank/3 63.95

Walsh Door & Ha/2 2,950.00

Consulting & Professional Fees

Bernie.Lowe/1 11.78

Bolton&Menk.Inc/7 58,794.50

FirstIntBank/2 80.50

FOX Strand/1 23,991.55

Lynch.Dallas.PC/4 6,469.30

Region 6/1 265.00

Snyder.Associat/2 28,400.00

Stanley.Consult/1 19,030.00

YSS Grants Bill/1 12,656.45

Contracts

ARL/1 7,210.67

BDH/30 8,821.16

BG.HVAC.INC/1 104.00

City.Laundering/2 147.56

FirstIntBank/8 1,144.39

Frost Solutions/1 2,850.00

Kapaun.Brown/1 383.40

Menards/1 97.42

Milestone Outdo/2 3,651.00

Prairie Waste/1 277.62

Region 6/2 12,330.00

TriTech Softwar/1 18,119.64

WRH Inc/1 252,696.10

Library Books

FirstIntBank/44 1,949.43

Medical

Bernie.Lowe/1 466.86

HARTFORD.ACCTS/2 6,592.59

Health.Partners/2 39,612.93

Payroll.Net

Payroll/1 392,408.24

Refund/Reimbursed

Estate P Hammer/1 446.99

Health.Partners/1 -234.86

Horras, Tom/1 148.22

Hughlette, Anne/1 67.76

Jones,V/1 58.80

Miller, Randall/1 446.99

Perez, Alicia/1 25.49

Steier, Mollie/1 31.70

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/2 866.00

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/8 2,896.00

CMHC.INVEST/1 208.00

Conzalez, Renat/1 907.00

Crestview Apts/22 8,509.00

D.D.Rentals/5 2,247.00

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

Gorrell, Joseph/1 344.00

Gray,D/4 2,741.00

Gutierrez,Humbe/2 615.00

Hala,J/4 904.00

Hatch,R/3 1,887.00

HESENIUS,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/2 297.00

JB.I.COOP.Assn/2 793.00

JDL.Rental.Coop/1 272.00

Judge, John/1 360.00

Judge,M/17 5,015.00

Kading Prop LLC/4 3,197.00

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 3,465.00

Manship,W/1 897.00

Manus&Michelle/1 550.00

Marion Manor I/1 258.00

Moore, Michelle/1 320.00

Mtown Lofts LLC/17 6,085.00

Mtown/Westown/22 5,839.00

North.Tama.Hsg/1 128.00

BILL LIST 09/09/24

Oetker,D/3	325.00	Kincade,Jasmine/1	66.00
Palisade.Holdng/1	271.00	KuehnerConstruc/1	640.00
Park.Elms,LLC/1	333.00	LARRY'S.TOWING/1	75.00
Pebworth Homes/2	264.00	Ledford,M/1	2,385.00
Plymat Jr, Will/1	683.00	Louis, Marie/1	7.00
Premier.RE.Mgmt/7	3,515.00	M.Co.Recorder/1	135.00
PremierIowaCity/8	3,132.00	McAtee.Tire/3	594.00
Pyramid Propert/3	702.00	McFarland.Cl/8	862.08
RA.Rental.Prop/4	2,002.00	Menards/4	75.62
Ramirez, Sergio/1	375.00	Midwest.Radar/1	574.00
Redborg,Kirsten/1	391.00	Milestone Outdo/1	1,092.00
Reed,T/4	1,686.00	Neave, Mia/1	46.00
River.Birch/3	1,290.00	ONE.SOURCE/3	86.00
River.Oaks/5	1,913.00	Patton,Camille/1	26.00
RMB Cooperative/1	262.00	Perez, Eliva/1	31.00
Roth, Kamaria/1	381.00	Ramirez,Valeria/1	11.00
SanDiegoHousing/1	1,844.00	Rasmussen,Lynn/1	50.00
Schmidt,M/2	1,299.00	SanDiegoHousing/1	50.13
Schrader, Chant/1	303.00	Scharnweber.Wtr/1	27.00
Shugarland Apts/1	290.00	ShoBiz,Minutema/1	36.10
Stalzer, Jason/1	622.00	Stiegelmeier, C/1	10.00
Sunrise.Apt/1	98.00	Thiesens.Supply/4	109.79
Superior.Rental/3	1,065.00	Triple E Insul/1	2,437.50
Sweet Pea Prop/1	247.00	UPHDM.Medicine/1	1,152.00
Swiff, Scott/1	437.00	Webb, Carol/1	6,949.50
Tallcorn.Tower/17	4,760.00	Wickham,Michael/1	490.00
TOWN.APARTMENT/2	532.00	Wilson, Ranae/1	13.00
TTLC.Hsg/4	1,345.00	Wirth, Tammy/1	50.00
Ultimate Prop M/1	513.00		
Walker, Angela/1	309.00	Sewer	
Weatherly.Erin/2	868.00	Mtwn.Wtrwrks/10	1,753.12
Worent.Inc/1	119.00	Supplies/Parts	
Worsfold Farm/1	377.00	Acco Unlimited/2	904.20
Service/Repairs		Acme.Tools/1	72.94
AAA.Septic/1	100.00	AdlandEngraving/2	64.75
Advance.Garage./7	270.00	Airey, Tammy/1	79.55
AG.LIME.TRUCKG/3	3,650.00	Arnold.Motor/11	1,013.76
Armor Express/1	12.97	BDH/2	648.00
BDH/1	490.00	Bitumnous/4	2,063.94
Bly,Josh/2	2,850.00	Bound.Tree.Medi/3	413.00
Central IA Tow/1	115.00	Capital.City.Eq/1	476.11
Clark,Nicolynne/1	68.00	Cessford.Constr/4	6,378.75
Cline, Troy/4	2,775.00	City.Laundering/4	235.84
Dines, Heather/1	13.00	Cntrl.IA.Distr/1	64.00
FirstIntBank/73	12,587.65	Cntrl.IA.Farm/1	1,300.57
Fiser, Jessica/1	13.00	CTI Ready Mix/4	2,689.50
Gentry,S/2	28,225.00	DJ.Gongol.Assoc/1	909.27
Hartwig.Plmbg/1	392.00	Electric.Supply/1	39.29
Heart.of.Iowa/12	2,661.75	Emblem Enter/2	946.66
Housing Auth Or/1	49.29	Engineered Equi/4	4,893.95
HousingAuth Tam/1	53.11	Eurofins Enviro/2	320.50
Hughlette, Anne/1	4.07	Fastenal.Co/2	133.85
IA P&R Assn/3	540.00	FirstIntBank/111	20,016.86
Intl.Code.Counc/1	170.00	Galls.LLC/3	447.33
KELTEK.INC/1	305.00	Gervich.Sons/1	210.00
		Hawkeye.Truck/1	240.00

BILL LIST 09/09/24

Hogan.Mfg/1	123.86
HyVee.Accts/10	455.53
Interstate Batt/2	209.90
Kasal Brothers/1	835.00
Kooima Ag Inc/1	3,265.00
Martin.Marietta/1	724.59
M-B Co Inc/1	1,801.82
McAtee.Tire/1	5,639.20
Menards/13	578.17
Microbac Lab/1	122.00
Midland.Scienti/1	28.70
Mtwn.Wtrwrks/1	70.00
Napa.Auto/4	171.75
Oreilly.Automot/1	21.05
Plumb.Supply/2	159.96
Racom.Corp/1	46.00
Reliant.Fire.Ap/3	1,774.67
SE.Jones.Indust/2	1,172.30
ShoBiz,Minutema/1	27.80
Spahn.Rose.Lmbr/1	25.11
STAPLES/5	357.78
Thiesens.Supply/4	161.87
Vanwall Equip/2	268.65
White Cap/1	264.95
Witmer.Public.S/1	85.70
Taxes Paid	
Hughlette, Anne/1	0.67
Travel/Training	
FirstIntBank/10	795.50
Guy, Brian/1	450.00
HEITMAN,P/1	10.00
Logan,J/1	450.00
Utilities	
Alliant.Energy/57	55,874.98
Mtwn.Wtrwrks/21	2,883.71
WoodRiver.Enrgy/3	4,347.54
YSS Grants Bill/1	949.41
Wage Assignment	
American.Educa./1	64.41
Collection.Svs./5	1,228.86
FirstIntBank/10	84.62
I.M.W.C.A/1	13,859.00
I.P.E.R.S./10	131,013.68
I.R.S./6	102,368.10
IA.Treasurer/2	19,570.50
ICMA457Mission/10	12,850.75
M.F.P.R.S.I./6	201,559.72
Mendoza-GarciaM/1	55.00
Rios, Belen/1	25.00
United.Way/6	2,070.45
Total/991	1,702,811.91

BILL LIST 09/09/24

Account Number	Vendor Name	Description (Item)	Amount
184.5030.5242.000	201 E Main MT LLC	Rent assistance	\$ 316.00
184.5030.5242.000	201 E Main MT LLC	Rent assistance	\$ 319.00
184.5030.5242.000	201 E Main MT LLC	Rent assistance	\$ 336.00
184.5030.5242.000	201 E Main MT LLC	Rent assistance	\$ 195.00
184.5030.5242.000	201 E Main MT LLC	Rent assistance	\$ 108.00
184.5030.5242.000	201 E Main MT LLC	Rent assistance	\$ 273.00
184.5030.5242.000	201 E Main MT LLC	Rent assistance	\$ 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	\$ 444.00
184.5030.5242.000	201 E Main MT LLC	Rent assistance	\$ 399.00
184.5030.5242.000	201 E Main MT LLC	Rent assistance	\$ 339.00
184.5030.5242.000	201 E Main MT LLC	Rent assistance	\$ 459.00
184.5030.5242.000	201 E Main MT LLC	Rent assistance	\$ 313.00
184.5030.5242.000	6 Pack Properties LLC	Rent assistance	\$ 767.00
690.8050.5380.000	AAA SEPTIC SERVICE INC	Fisher Comm Center September Transit rental	\$ 100.00
001.4045.5607.000	Acco Unlimited	Aquatic Center liquid chlorinating solution	\$ 497.80
001.4045.5607.000	Acco Unlimited	Parks Sodium Bicarbonate	\$ 406.40
184.5030.5242.000	ACKLEY HOUSING INC	Rent assistance	\$ 177.00
184.5030.5242.000	ACKLEY HOUSING INC	Rent assistance	\$ 206.00
184.5030.5242.000	ACKLEY HOUSING INC	Rent assistance	\$ 149.00
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	\$ 83.00
184.5030.5242.000	ACKLEY HOUSING INC	Rent assistance	\$ 276.00
110.2010.5718.000	ACME Tools	Milwaukee quick change arbor, hole saw	\$ 72.94
001.1050.5600.000	Adland Engraving	Firefighter name plate	\$ 29.75
140.4030.5611.000	Adland Engraving	Parks- Medina aluminum plate	\$ 35.00
001.1010.5410.000	Advance Garage Doors Inc	Hoop bldg remotes programming	\$ 27.00
001.4030.5410.000	Advance Garage Doors Inc	Hoop bldg remotes programming	\$ 40.50
110.2010.5410.000	Advance Garage Doors Inc	Hoop bldg remotes programming	\$ 27.00
610.8015.5410.000	Advance Garage Doors Inc	Hoop bldg remotes programming	\$ 94.50
610.8016.5410.000	Advance Garage Doors Inc	Hoop bldg remotes programming	\$ 40.50
740.8065.5410.000	Advance Garage Doors Inc	Hoop bldg remotes programming	\$ 27.00
750.8070.5410.000	Advance Garage Doors Inc	Hoop bldg remotes programming	\$ 13.50
001.4030.5386.000	AG LIME TRUCKING & MOWING INC	August Park and Street contract mowings	\$ 1,475.00
001.4045.5386.000	AG LIME TRUCKING & MOWING INC	August Park and Street contract mowings	\$ 750.00
110.2010.5386.000	AG LIME TRUCKING & MOWING INC	August Park and Street contract mowings	\$ 1,425.00
001.4041.5600.000	Airey, Tammy	Special olympics taekwondo belts	\$ 79.55
001.1030.5481.000	Alliant Energy	25 N Center St Civil Defense Sirens	\$ 100.00
001.1030.5481.000	Alliant Energy	Tornado siren	\$ 23.47
001.1099.5481.000	Alliant Energy	909 S 2nd St Fire & Police Bldg	\$ 10,460.27
001.1099.5482.000	Alliant Energy	909 S 2nd St Fire & Police Bldg	\$ 236.69
001.2020.5481.000	Alliant Energy	NE corner S 1st Ave / Church St parking lot	\$ 154.88
001.2080.5481.000	Alliant Energy	2651 170th St Runway lights	\$ 212.81
001.2080.5481.000	Alliant Energy	2651 170th St TEMP	\$ 616.01
001.4010.5481.000	Alliant Energy	Library - 105 W Boone St	\$ 5,014.55
001.4030.5481.000	Alliant Energy	311 E ANSON ST PARK	\$ 38.92
001.4030.5481.000	Alliant Energy	802 S 3rd St Skate Park	\$ 17.59
001.4030.5481.000	Alliant Energy	915 S 4th Ave Anson Park	\$ 22.86
001.4030.5481.000	Alliant Energy	108 N 2nd Ave Alley - Farmers Market	\$ 22.35
001.4030.5481.000	Alliant Energy	JUDGE PARK	\$ 20.38
001.4030.5481.000	Alliant Energy	HIGHLAND ACRES RD	\$ 31.15
001.4030.5481.000	Alliant Energy	Broadmore Assistance League	\$ 15.20
001.4030.5481.000	Alliant Energy	Arnolds Park	\$ 13.58
001.4030.5481.000	Alliant Energy	500 Plaza Hts Rd	\$ 40.77
001.4030.5481.000	Alliant Energy	S 3rd Ave Kiwanis Park	\$ 38.12
001.4045.5481.000	Alliant Energy	Aquatic Center	\$ 8,088.19
001.4065.5481.000	Alliant Energy	10 W State St COLISEUM	\$ 6,481.81
001.4065.5482.000	Alliant Energy	10 W State St COLISEUM	\$ 55.68
001.6050.5481.000	Alliant Energy	24 N Center St Municipal Bldg	\$ 223.07
001.6051.5481.000	Alliant Energy	36 N Center St- Carnegie Bldg	\$ 1,139.85
001.6051.5482.000	Alliant Energy	36 N Center St- Carnegie Bldg	\$ 37.60
110.2010.5481.000	Alliant Energy	1600 S Center St irrigation system	\$ 20.62
110.2030.5481.000	Alliant Energy	407 Player St Bridge Light	\$ 77.17

110.2030.5481.000 Alliant Energy	17 N Center St metered	\$	30.71
110.2030.5481.000 Alliant Energy	3098 Lincoln Way sign	\$	23.47
110.2030.5481.000 Alliant Energy	6 S 2nd St Alley	\$	42.02
110.2030.5481.000 Alliant Energy	36 W Main St alley	\$	43.44
110.2030.5481.000 Alliant Energy	106 S Center St metered	\$	40.42
110.2030.5481.000 Alliant Energy	220 E Main St alley	\$	49.61
110.2030.5481.000 Alliant Energy	404 1/2 S Center St Viaduct	\$	83.36
110.2030.5481.000 Alliant Energy	N Center St & Church St	\$	42.19
110.2030.5481.000 Alliant Energy	36 E Main St Alley	\$	40.07
110.2030.5481.000 Alliant Energy	120 E MAIN ST ALLEY	\$	45.91
110.2030.5481.000 Alliant Energy	MARKET ST BRIDGE LIGHTS	\$	73.97
110.2030.5481.000 Alliant Energy	S 6th Street	\$	47.38
110.2030.5481.000 Alliant Energy	MARSHALLTOWN	\$	19,669.06
110.2030.5481.000 Alliant Energy	1707 Laurel Dr Viaduct Light	\$	31.31
110.2040.5481.000 Alliant Energy	219 Westwood flashing lights	\$	23.29
110.2040.5481.000 Alliant Energy	E Anson St cnr 4th Ave	\$	23.29
110.2040.5481.000 Alliant Energy	5 N 5th St cnr State St	\$	23.29
110.2040.5481.000 Alliant Energy	E Anson St cnr 3rd Ave	\$	58.91
110.2040.5481.000 Alliant Energy	S Center St cnr Boone St	\$	50.14
110.2040.5481.000 Alliant Energy	S CENTER ST CNR LINN	\$	40.79
110.2040.5481.000 Alliant Energy	S 3rd Ave cnr Linn St	\$	122.94
110.2040.5481.000 Alliant Energy	Westwood Dr cnr Center	\$	34.04
110.2040.5481.000 Alliant Energy	W Meadowlane cnr Center	\$	39.71
110.2040.5481.000 Alliant Energy	S Center St & South St	\$	44.38
110.2040.5481.000 Alliant Energy	S Center St cnr Anson	\$	69.63
110.2040.5481.000 Alliant Energy	W High St & S 6th St	\$	25.39
110.2040.5481.000 Alliant Energy	S 1st Ave & E Anson St	\$	57.81
110.2040.5481.000 Alliant Energy	S Center St cnr Olive St	\$	53.20
110.2040.5481.000 Alliant Energy	S 6th St cnr Olive St	\$	36.41
142.4030.5481.000 Alliant Energy	800 S 6th St Softball Diamonds	\$	1,176.84
610.8016.5481.000 Alliant Energy	S 2nd St cnr Player	\$	528.41
999.1121.000 American Education Services	Wage Withholding	\$	64.41
001.1090.5331.000 Animal Rescue League	September contract -animals within city limits	\$	7,210.67
001.1010.5360.000 Armor Express	PD freight	\$	12.97
001.1050.5565.000 Arnold Motor Supply	Fire dept oil pressure sensor	\$	39.01
001.1050.5565.000 Arnold Motor Supply	Fire dept oil filter	\$	52.26
001.1050.5565.000 Arnold Motor Supply	Fire dept oil filter	\$	52.26
001.1050.5600.000 Arnold Motor Supply	Fire dept oil filter	\$	52.26
001.1075.5565.000 Arnold Motor Supply	Housing vehicle brakes	\$	291.08
110.2010.5565.000 Arnold Motor Supply	Barn paint switch	\$	9.30
110.2010.5600.000 Arnold Motor Supply	Flusher truck hydraulic fitting	\$	27.93
110.2010.5600.000 Arnold Motor Supply	Flusher truck hydraulic fitting	\$	27.93
110.2010.5600.000 Arnold Motor Supply	Street dept hydraulic fittings	\$	178.67
110.2010.5600.000 Arnold Motor Supply	Street dept hydraulic fittings	\$	99.54
110.2010.5600.000 Arnold Motor Supply	Street dept hydraulic parts	\$	183.52
184.5030.5242.000 Arrowhead Homes LLC	Rent assistance	\$	306.00
001.4045.5342.000 B&G HVAC INC	Aquatic Center shower repair	\$	104.00
184.5030.5242.000 Bahr, Larry	Rent assistance	\$	766.00
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	PD-4500 Veeam Backup & Recovery	\$	54.00
001.1010.5347.000 BDH INFORMATION TECHNOLOGY LLC	Block time- 20hrs Police dept	\$	1,266.25
001.2080.5410.000 BDH INFORMATION TECHNOLOGY LLC	Replacement 24 Port Switch (Storm Damage)	\$	490.00
001.4010.5347.000 BDH INFORMATION TECHNOLOGY LLC	Block time- 10 hrs Library	\$	633.13
001.6050.5718.000 BDH INFORMATION TECHNOLOGY LLC	Exterior Cameras installed	\$	324.00
001.6051.5718.000 BDH INFORMATION TECHNOLOGY LLC	Exterior Cameras installed	\$	324.00
001.6070.5347.000 BDH INFORMATION TECHNOLOGY LLC	SIEM infrastructure device monitoring service	\$	650.00
001.6070.5347.000 BDH INFORMATION TECHNOLOGY LLC	Police remote monitoring & mangement	\$	405.00
001.6070.5347.000 BDH INFORMATION TECHNOLOGY LLC	Housing remote monitoring & management	\$	65.00
001.6070.5347.000 BDH INFORMATION TECHNOLOGY LLC	Block time - 50hrs General Fund	\$	3,165.62
001.6070.5347.000 BDH INFORMATION TECHNOLOGY LLC	Aquatic Ctr remote monitoring & management	\$	20.00
001.6070.5347.000 BDH INFORMATION TECHNOLOGY LLC	City Council remote monitoring & management	\$	20.00
001.6070.5347.000 BDH INFORMATION TECHNOLOGY LLC	Admin remote monitoring & management	\$	25.00
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	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	City Hall remote monitoring & mangement	\$	130.00

001.6070.5347.000 BDH INFORMATION TECHNOLOGY LLC	Library remote monitoring & management	\$	135.00
001.6070.5347.000 BDH INFORMATION TECHNOLOGY LLC	Fire dept remote monitoring & mangement	\$	165.00
001.6070.5347.000 BDH INFORMATION TECHNOLOGY LLC	SentinelOne Singularity complete advanced EDR	\$	168.00
001.6070.5347.000 BDH INFORMATION TECHNOLOGY LLC	Finance remote monitoring & mangement	\$	25.00
001.6070.5347.000 BDH INFORMATION TECHNOLOGY LLC	SIEM server device monitoring service	\$	200.00
001.6070.5347.000 BDH INFORMATION TECHNOLOGY LLC	MFA Fortinet 9/23/24-9/28/25	\$	785.38
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	\$	65.00
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	\$	90.00
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
690.8050.5347.000 BDH INFORMATION TECHNOLOGY LLC	Transit remote monitoring & management	\$	20.00
913.1013.5347.000 BDH INFORMATION TECHNOLOGY LLC	MFA Fortinet 9/23/24-9/28/25	\$	82.44
881.1050.5230.000 BERNIE LOWE & ASSOC Inc	paid medical claims	\$	11.78
881.1050.5339.000 BERNIE LOWE & ASSOC Inc	paid medical claims	\$	466.86
110.2010.5617.000 Bitumnous Materials & Supply	emulsified asphalt	\$	530.95
110.2010.5617.000 Bitumnous Materials & Supply	emulsified asphalt	\$	446.68
110.2010.5617.000 Bitumnous Materials & Supply	emulsified asphalt	\$	530.95
110.2010.5617.000 Bitumnous Materials & Supply	emulsified asphalt	\$	555.36
184.5030.5242.000 BJ&J LLC	Rent assistance	\$	234.00
184.5030.5242.000 Blood, Alex	Rent assistance	\$	427.00
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 contract mowings	\$	2,130.00
740.8067.5386.000 Bly, Josh	Parks contract mowings	\$	720.00
184.5030.5242.000 BOC Properties LLC	Rent assistance	\$	467.00
001.2060.5230.000 Bolton & Menk Inc	ROW Permit management	\$	225.00
001.5040.5230.000 Bolton & Menk Inc	3 hours, Zoning Map Updates	\$	270.00
001.5040.5230.000 Bolton & Menk Inc	Urban renewal map update	\$	180.00
001.5040.5230.000 Bolton & Menk Inc	Planning/Zoning On Call service	\$	6,676.00
311.2012.5233.000 Bolton & Menk Inc	Construction Services	\$	4,998.00
363.2012.5233.000 Bolton & Menk Inc	Professional Services - State Street Reconstructio	\$	31,316.00
364.2012.5233.000 Bolton & Menk Inc	Design & Bidding Downtown Phase 2A & 2B	\$	15,129.50
184.5030.5242.000 Borota, Kent	Rent assistance	\$	319.00
184.5030.5242.000 Borota, Kent	Rent assistance	\$	427.00
001.1050.5630.000 Bound Tree Medical LLC	Curaplex hot packs	\$	(11.12)
001.1050.5630.000 Bound Tree Medical LLC	Fire dept purple latex gloves	\$	379.30
001.1050.5630.000 Bound Tree Medical LLC	Fire dept self adhesive bandages	\$	44.82
184.5030.5242.000 Brodin, Chris	Rent assistance	\$	76.00
184.5030.5242.000 Brown, Larry	Rent assistance	\$	341.00
184.5030.5242.000 Buchanan, Steven	Rent assistance	\$	259.00
184.5030.5242.000 Buckaroo LLC	Rent assistance	\$	482.00
184.5030.5242.000 Buckaroo LLC	Rent assistance	\$	521.00
001.4030.5565.000 CAPITAL CITY EQUIPMENT COMPANY	Parks toolcat bearing	\$	476.11
001.6050.5600.000 CENTRAL IOWA DISTRIBUTING INC	City Hall hand soap	\$	64.00
001.4030.5565.000 CENTRAL IOWA FARM STORE INC	Parks Kubota tractor assembly joint, parts	\$	1,300.57
184.5030.5242.000 CENTRAL IOWA RESIDENTIAL SERV INC	Rent assistance	\$	126.00
184.5030.5242.000 CENTRAL IOWA RESIDENTIAL SERV INC	Rent assistance	\$	88.00
184.5030.5242.000 CENTRAL IOWA RESIDENTIAL SERV INC	Rent assistance	\$	106.00
184.5030.5242.000 CENTRAL IOWA RESIDENTIAL SERV INC	Rent assistance	\$	86.00
184.5030.5242.000 CENTRAL IOWA RESIDENTIAL SERV INC	Rent assistance	\$	20.00
184.5030.5242.000 CENTRAL IOWA RESIDENTIAL SERV INC	Rent assistance	\$	80.00
001.1010.5359.000 Central Iowa Towing & Recovery Inc	PD impound tow	\$	115.00
110.2010.5620.000 CESSFORD CONSTRUCTION COMPANY	Street dept crushed rock	\$	1,124.70
110.2010.5620.000 CESSFORD CONSTRUCTION COMPANY	Street dept crushed rock	\$	698.25
110.2010.5620.000 CESSFORD CONSTRUCTION COMPANY	Street dept crushed rock	\$	2,237.40
110.2010.5620.000 CESSFORD CONSTRUCTION COMPANY	Street dept crushed rock	\$	2,318.40
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	\$	133.26
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
184.5030.5246.000 Clark, Nicolynne	Utility assistance90324	\$	68.00
001.1075.5263.000 Cline, Troy	City owned D&D Properties Mowing	\$	630.00
001.1075.5263.000 Cline, Troy	Nuisance abatement mowings	\$	1,045.00
001.1075.5263.000 Cline, Troy	1012 E Main nuisance mowing	\$	165.00

001.1075.5263.000 Cline, Troy	Nuisance abatement mowings	\$	935.00
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	\$	441.00
184.5030.5242.000 Clock Tower Senior LP	Rent assistance	\$	211.00
184.5030.5242.000 Clock Tower Senior LP	Rent assistance	\$	613.00
184.5030.5242.000 Clock Tower Senior LP	Rent assistance	\$	244.00
184.5030.5242.000 Clock Tower Senior LP	Rent assistance	\$	327.00
184.5030.5242.000 Clock Tower Senior LP	Rent assistance	\$	331.00
184.5030.5242.000 CMHC Investments LLC	Rent assistance	\$	208.00
999.1121.000 COLLECTION SERVICES CENTER	Child Support	\$	139.77
999.1121.000 COLLECTION SERVICES CENTER	Child Support	\$	423.86
999.1121.000 COLLECTION SERVICES CENTER	Child Support	\$	101.59
999.1121.000 COLLECTION SERVICES CENTER	Child Support	\$	102.11
999.1121.000 COLLECTION SERVICES CENTER	Child Support	\$	461.53
184.5030.5242.000 Crestview Apts LLC	Rent assistance	\$	287.00
184.5030.5242.000 Crestview Apts LLC	Rent assistance	\$	475.00
184.5030.5242.000 Crestview Apts LLC	Rent assistance	\$	339.00
184.5030.5242.000 Crestview Apts LLC	Rent assistance	\$	144.00
184.5030.5242.000 Crestview Apts LLC	Rent assistance	\$	201.00
184.5030.5242.000 Crestview Apts LLC	Rent assistance	\$	204.00
184.5030.5242.000 Crestview Apts LLC	Rent assistance	\$	262.00
184.5030.5242.000 Crestview Apts LLC	Rent assistance	\$	282.00
184.5030.5242.000 Crestview Apts LLC	Rent assistance	\$	359.00
184.5030.5242.000 Crestview Apts LLC	Rent assistance	\$	421.00
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	\$	451.00
184.5030.5242.000 Crestview Apts LLC	Rent assistance	\$	437.00
184.5030.5242.000 Crestview Apts LLC	Rent assistance	\$	431.00
184.5030.5242.000 Crestview Apts LLC	Rent assistance	\$	431.00
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	\$	427.00
184.5030.5242.000 Crestview Apts LLC	Rent assistance	\$	508.00
184.5030.5242.000 Crestview Apts LLC	Rent assistance	\$	429.00
184.5030.5242.000 Crestview Apts LLC	Rent assistance	\$	486.00
740.8065.5600.000 CTI Ready Mix Inc	N 1st Ave & Grant St storm sewer repair	\$	277.00
740.8065.5600.000 CTI Ready Mix Inc	6th St & Nicholas storm sewer repair	\$	1,504.50
740.8065.5600.000 CTI Ready Mix Inc	E Grant St & 1st Ave	\$	277.00
740.8065.5600.000 CTI Ready Mix Inc	Timberline & Elmwood storm sewer repair	\$	631.00
184.5030.5242.000 D & D RENTALS INC	Rent assistance	\$	412.00
184.5030.5242.000 D & D RENTALS INC	Rent assistance	\$	559.00
184.5030.5242.000 D & D RENTALS INC	Rent assistance	\$	415.00
184.5030.5242.000 D & D RENTALS INC	Rent assistance	\$	94.00
184.5030.5242.000 D & D RENTALS INC	Rent assistance	\$	767.00
610.8015.5600.000 D J GONGOL & ASSOCIATES INC	Diaphragm pump -check balls & valve seats	\$	909.27
184.5030.5242.000 Daters, Toni Rae	Rent assistance	\$	451.00
184.5030.5246.000 Dines, Heather	Utility assistance90324	\$	13.00
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
140.4030.5611.000 Electric Supply of Marshalltown	Pickleball court lighting supplies	\$	39.29
184.5030.5242.000 ELWAYNE INC	Rent assistance	\$	147.00
184.5030.5242.000 ELWAYNE INC	Rent assistance	\$	214.00
184.5030.5242.000 ELWAYNE INC	Rent assistance	\$	499.00
001.1010.5132.000 EMBLEM ENTERPRISES	PD Patches	\$	504.66
153.1010.5600.000 EMBLEM ENTERPRISES	PD Patches	\$	442.00
610.8015.5600.000 Engineered Equipment Solutions LLC	WPCP preliminary compactor bags	\$	1,210.02
610.8015.5600.000 Engineered Equipment Solutions LLC	Prelim wash compactor grease	\$	545.62
610.8015.5600.000 Engineered Equipment Solutions LLC	lobe for #1 DAF borger pump	\$	1,824.76
610.8015.5600.000 Engineered Equipment Solutions LLC	liners for DAF #1 borger pump	\$	1,313.55
184.5030.5242.000 EPC LLC	Rent assistance	\$	24.00
184.5030.5242.000 EPC LLC	Rent assistance	\$	291.00
184.5030.5242.000 EPC LLC	Rent assistance	\$	296.00
184.5030.5242.000 EPC LLC	Rent assistance	\$	296.00

884.7010.5980.000 Estate of Pam Hammer	August deduct for September insurance	\$	446.99
184.5030.5242.000 Etter, William	Rent assistance	\$	650.00
184.5030.5242.000 Eubanks, Chad	Rent assistance	\$	303.00
610.8015.5603.000 Eurofins Environment Testing America Holdngs Inc	July Testings-#1-4, lab analysis, SBR #1-2 EColi	\$	256.40
610.8015.5603.000 Eurofins Environment Testing America Holdngs Inc	July #5, lab analysis, SBR #2 EColi	\$	64.10
001.4045.5611.000 FASTENAL COMPANY	Parks Epoxy	\$	61.85
690.8050.5565.000 FASTENAL COMPANY	Transit dept rivets	\$	72.00
001.1010.5132.000 First Interstate Bank	Amazon flashlights for patrol	\$	294.14
001.1010.5132.000 First Interstate Bank	Safariland PD holster parts	\$	102.00
001.1010.5132.000 First Interstate Bank	Galls PD employee nameplate	\$	22.95
001.1010.5132.000 First Interstate Bank	PD employee raincoat	\$	19.55
001.1010.5132.000 First Interstate Bank	PD employee nameplat	\$	24.09
001.1010.5230.000 First Interstate Bank	Parchment - PD records request	\$	5.50
001.1010.5230.000 First Interstate Bank	Transunion - intel requests	\$	75.00
001.1010.5280.000 First Interstate Bank	Canva- digital creator monthly subsc	\$	14.99
001.1010.5360.000 First Interstate Bank	Stamps.com - PD online postage fee	\$	19.99
001.1010.5360.000 First Interstate Bank	HyVee PD mailing to Albany NY	\$	5.86
001.1010.5360.000 First Interstate Bank	USPS PD rolls of stamps	\$	219.00
001.1010.5360.000 First Interstate Bank	UPS Store ground commercial	\$	26.45
001.1010.5360.000 First Interstate Bank	Minuteman - PD Mailing	\$	14.74
001.1010.5370.000 First Interstate Bank	Vistaprint	\$	49.98
001.1010.5464.000 First Interstate Bank	Wilbo - Hillers meal during FBI LEEDA	\$	10.00
001.1010.5464.000 First Interstate Bank	Raising Canes- Hiller FBI LEEDA training meal	\$	10.00
001.1010.5464.000 First Interstate Bank	Whiskey Road Tavern-Hillers FBI LEEDA training mea	\$	10.00
001.1010.5464.000 First Interstate Bank	Urban Pie -Hillers FBI LEEDA training meal	\$	10.00
001.1010.5464.000 First Interstate Bank	Quaker Steak - meal during FBI LEEDA training	\$	35.36
001.1010.5464.000 First Interstate Bank	Subway - meal during FBI LEEDA training	\$	10.00
001.1010.5464.000 First Interstate Bank	Jersey Mikes meal during FBI LEEDA	\$	27.80
001.1010.5464.000 First Interstate Bank	Firehouse subs - meal during FBI LEEDA training	\$	35.29
001.1010.5465.000 First Interstate Bank	County Inn - Hotel during FBI LEEDA training	\$	666.02
001.1010.5600.000 First Interstate Bank	Office Express towels, tissues, bowl cleaners	\$	577.82
001.1010.5600.000 First Interstate Bank	Amazon PD TV remote, hand sanitizer	\$	58.65
001.1010.5600.000 First Interstate Bank	Amazon packing tape, mop heads	\$	106.27
001.1010.5600.000 First Interstate Bank	Amazon -14 Otterbox phone cases for PD	\$	491.40
001.1010.5600.000 First Interstate Bank	PD Janitor supplies-cleaning wipes	\$	109.90
001.1010.5600.000 First Interstate Bank	Menards tote box for PD	\$	9.88
001.1010.5605.000 First Interstate Bank	Office express -receipt book, gel pens	\$	49.93
001.1050.5132.000 First Interstate Bank	Hyvee- FD uniform dry cleaning	\$	52.93
001.1050.5132.000 First Interstate Bank	Game one- FD Employee clothing	\$	258.40
001.1050.5450.000 First Interstate Bank	ATT / Firstnet - Fire dept wireless services	\$	572.95
001.1050.5570.000 First Interstate Bank	KWIK Star FD Fuel for gas tanks	\$	102.01
001.1050.5600.000 First Interstate Bank	WalMart FD SD card	\$	28.87
001.1050.5600.000 First Interstate Bank	Amazon boat trailer ratchet tie down straps	\$	39.99
001.1050.5600.000 First Interstate Bank	Amazon - Fire dept garden hose reel	\$	239.98
001.1071.5360.000 First Interstate Bank	USPS Postage-Housing	\$	43.52
001.1071.5360.000 First Interstate Bank	HyVee postage - Rental Inspection 3 rolls	\$	204.00
001.1071.5360.000 First Interstate Bank	Postage Rental Inspections	\$	159.45
001.1071.5360.000 First Interstate Bank	online postage fee	\$	9.95
001.1071.5360.000 First Interstate Bank	Postage Rental inspections	\$	100.00
001.1071.5360.000 First Interstate Bank	USPS Postage Rental inspections	\$	100.00
001.1075.5360.000 First Interstate Bank	Postage Nuisance	\$	159.45
001.1075.5360.000 First Interstate Bank	Postage Nuisance	\$	100.00
001.1075.5360.000 First Interstate Bank	USPS Postage Nuisance	\$	100.00
001.1075.5450.000 First Interstate Bank	Nuisance dept iPad	\$	41.27
001.1099.5410.000 First Interstate Bank	Kully Supply drinking fountain repair parts	\$	65.81
001.1099.5410.000 First Interstate Bank	USPS return drinking fountain parts	\$	13.19
001.1099.5410.000 First Interstate Bank	Kully Supply - drinking fountain repair parts	\$	100.82
001.1099.5410.000 First Interstate Bank	Tri State lock door handle repair	\$	20.00
001.1099.5410.000 First Interstate Bank	Kully supply return	\$	(57.31)
001.4010.5210.000 First Interstate Bank	advertising	\$	10.00
001.4010.5342.000 First Interstate Bank	insect control	\$	37.45
001.4010.5342.000 First Interstate Bank	Bi-monthly pest control	\$	66.81
001.4010.5342.000 First Interstate Bank	shredding services	\$	55.13
001.4010.5343.000 First Interstate Bank	adventurepass - botanical gardens	\$	150.00
001.4010.5360.000 First Interstate Bank	first class stamps	\$	733.00
001.4010.5380.000 First Interstate Bank	monthly postage machine rental	\$	30.00
001.4010.5410.000 First Interstate Bank	Amazon RTU capacitor for Library	\$	13.99
001.4010.5410.000 First Interstate Bank	Amazon Library outlet receptacles	\$	87.99

001.4010.5450.000 First Interstate Bank	internet	\$	135.14
001.4010.5450.000 First Interstate Bank	AT&T charges	\$	33.76
001.4010.5600.000 First Interstate Bank	employee nametag	\$	10.95
001.4010.5600.000 First Interstate Bank	robot vacuum	\$	399.99
001.4010.5600.000 First Interstate Bank	fax machine toner cartridge	\$	61.48
001.4010.5600.000 First Interstate Bank	bottled water, US flag	\$	24.78
001.4010.5601.000 First Interstate Bank	program supply - lemonade	\$	11.38
001.4010.5605.000 First Interstate Bank	markers and sticky notes	\$	89.87
001.4010.5605.000 First Interstate Bank	office supplies - bottled water	\$	31.70
001.4010.5605.000 First Interstate Bank	printable address labels	\$	17.74
001.4010.5611.000 First Interstate Bank	Amazon Library RTU's replacement belts	\$	45.66
001.4030.5132.000 First Interstate Bank	The Buckle Clothing- Parks employee	\$	185.95
001.4030.5251.000 First Interstate Bank	Northland CDL training Parks-2 people	\$	1,790.00
001.4030.5251.000 First Interstate Bank	IDALS pesticide license	\$	25.00
001.4030.5251.000 First Interstate Bank	IDALS Pesticide license	\$	25.00
001.4030.5251.000 First Interstate Bank	IDALS Pesticide license	\$	25.00
001.4030.5251.000 First Interstate Bank	IDALS - Pesticide license	\$	25.00
001.4030.5410.000 First Interstate Bank	Larrys Tire mower re pair	\$	20.00
001.4030.5450.000 First Interstate Bank	Mediacom Parks internet	\$	169.95
001.4030.5565.000 First Interstate Bank	Larrys Tire Bobcat tire repair	\$	60.00
001.4030.5611.000 First Interstate Bank	VanWall 14" chain saw	\$	89.97
001.4030.5611.000 First Interstate Bank	Menards Acrylic sheet	\$	(18.70)
001.4030.5611.000 First Interstate Bank	Menardfs Acrylic sheet	\$	18.70
001.4030.5611.000 First Interstate Bank	Theisens	\$	39.98
001.4030.5611.000 First Interstate Bank	Northern Safety- oil waste cans	\$	94.07
001.4041.5357.000 First Interstate Bank	Urban Air Adventure Day camp	\$	379.99
001.4041.5357.000 First Interstate Bank	Skate South Day Camp admins	\$	171.20
001.4041.5357.000 First Interstate Bank	Skate South Day Camp admins	\$	282.48
001.4041.5357.000 First Interstate Bank	Urbain Air Day Parks Birthday party	\$	90.00
001.4041.5357.000 First Interstate Bank	Perfect Games Summer Balst	\$	613.09
001.4041.5357.000 First Interstate Bank	Skate South Summer Blast camp	\$	152.00
001.4041.5357.000 First Interstate Bank	Boone and Scenic Valley RR	\$	250.00
001.4041.5357.000 First Interstate Bank	Boone and Scenic Valley RR	\$	825.00
001.4041.5600.000 First Interstate Bank	Amazon - digital thermometer	\$	18.08
001.4041.5600.000 First Interstate Bank	Amazon disinfectant wipes	\$	49.76
001.4041.5601.000 First Interstate Bank	Sams Club resale concession products	\$	74.92
001.4041.5601.000 First Interstate Bank	Sams Club Parks resale concession products	\$	258.55
001.4041.5601.000 First Interstate Bank	Sams Club Parks resale concession products	\$	258.55
001.4041.5601.000 First Interstate Bank	Sams Club - resale concession products	\$	651.89
001.4041.5601.000 First Interstate Bank	Sams Club - resale concession products	\$	500.00
001.4045.5410.000 First Interstate Bank	Pheonix Powder Coating -bike rack gloss black	\$	621.00
001.4045.5600.000 First Interstate Bank	Walamrt- Parks sound system	\$	101.29
001.4045.5600.000 First Interstate Bank	Lifeguard Store -rescue tubes, swim suits	\$	391.83
001.4045.5607.000 First Interstate Bank	Walmart muractic acid	\$	32.94
001.4045.5611.000 First Interstate Bank	Amazon pool ladder steps	\$	54.88
001.4045.5611.000 First Interstate Bank	Spahn & Rose - drill bit and anchors	\$	83.98
001.4065.5611.000 First Interstate Bank	Global Industrial replacement squeegee blade	\$	83.45
001.5040.5210.000 First Interstate Bank	APA Jobs online advertisement	\$	195.00
001.6011.5600.000 First Interstate Bank	Vistaprint- business cards-Jill, Webb, Fonseca	\$	28.32
001.6012.5280.000 First Interstate Bank	ICMA online - City Admin- Carol Webb membership	\$	1,200.00
001.6012.5460.000 First Interstate Bank	ICMA online- City Admin- Carol Webb conference	\$	855.00
001.6012.5460.000 First Interstate Bank	Iowa League of Cities- City Admin- Carol Webb Conf	\$	245.00
001.6012.5600.000 First Interstate Bank	Vistaprint- business cards-Jill, Webb, Fonseca	\$	28.32
001.6020.5210.000 First Interstate Bank	June TR Ads	\$	677.84
001.6020.5210.000 First Interstate Bank	May TR Ads	\$	1,038.38
001.6020.5605.000 First Interstate Bank	Staples- tissues, cartridges, floor mat	\$	129.94
001.6021.5360.000 First Interstate Bank	USPS Postage- Finance	\$	160.48
001.6021.5360.000 First Interstate Bank	HyVee postage	\$	408.00
001.6021.5605.000 First Interstate Bank	Amazon - keyboard for Acct Spec	\$	28.99
001.6025.5460.000 First Interstate Bank	GetMeRegistered- Artifical Intelligence conference	\$	356.75
001.6025.5600.000 First Interstate Bank	Vistaprint- business cards-Jill, Webb, Fonseca	\$	28.32
001.6025.5605.000 First Interstate Bank	Amazon - pens for HUD	\$	20.82
001.6025.5605.000 First Interstate Bank	Amazon - stapler	\$	11.03
001.6025.5605.000 First Interstate Bank	Amazon tape dispenser	\$	3.89
001.6025.5605.000 First Interstate Bank	Amazon - tape refills	\$	4.98
001.6025.5605.000 First Interstate Bank	Amazon- wastelbasket, keyboard	\$	42.49
001.6050.5410.000 First Interstate Bank	Menards double sided tape	\$	15.58
001.6050.5600.000 First Interstate Bank	Amazon - Utility Ford Escape floor mats	\$	94.69

001.6050.5600.000 First Interstate Bank	Amazon latex gloves for cleaning	\$	83.15
030.4010.5732.000 First Interstate Bank	juvenile books	\$	23.98
030.4010.5732.000 First Interstate Bank	juvenile books	\$	13.65
030.4010.5732.000 First Interstate Bank	juvenile books	\$	39.50
030.4010.5732.000 First Interstate Bank	juvenile books	\$	69.00
030.4010.5732.000 First Interstate Bank	welcome/spanish books	\$	165.77
030.4010.5732.000 First Interstate Bank	juvenile books	\$	9.29
030.4010.5732.000 First Interstate Bank	juvenile books	\$	95.50
030.4010.5732.000 First Interstate Bank	juvenile books	\$	55.96
030.4010.5732.000 First Interstate Bank	juvenile books	\$	33.40
030.4010.5732.000 First Interstate Bank	juvenile books	\$	219.55
030.4010.5732.000 First Interstate Bank	juvenile books	\$	32.49
030.4010.5732.000 First Interstate Bank	juvenile books	\$	15.99
030.4010.5732.000 First Interstate Bank	juvenile books	\$	81.26
030.4010.5732.000 First Interstate Bank	juvenile books	\$	123.80
030.4010.5732.000 First Interstate Bank	juvenile books	\$	7.99
030.4010.5732.000 First Interstate Bank	juvenile books	\$	303.60
030.4010.5732.000 First Interstate Bank	adult fiction books	\$	9.70
030.4010.5732.000 First Interstate Bank	refund for unacceptable book	\$	(31.47)
030.4010.5732.000 First Interstate Bank	adult fiction books	\$	46.11
030.4010.5732.000 First Interstate Bank	lost and replaced books	\$	18.99
030.4010.5732.000 First Interstate Bank	lost and replaced books	\$	19.49
030.4010.5732.000 First Interstate Bank	refund for unacceptable book	\$	(11.89)
030.4010.5732.000 First Interstate Bank	lost and replaced books	\$	31.86
030.4010.5732.000 First Interstate Bank	adult fiction books	\$	38.17
030.4010.5732.000 First Interstate Bank	adult non-fiction books	\$	13.00
030.4010.5732.000 First Interstate Bank	lost and replaced books	\$	10.87
030.4010.5732.000 First Interstate Bank	adult fiction books	\$	16.48
030.4010.5732.000 First Interstate Bank	adult non-fiction books	\$	90.82
030.4010.5732.000 First Interstate Bank	lost and replaced books	\$	9.56
030.4010.5732.000 First Interstate Bank	lost and replaced books	\$	12.74
030.4010.5732.000 First Interstate Bank	lost and replaced books	\$	9.00
030.4010.5732.000 First Interstate Bank	lost and replaced books	\$	42.55
030.4010.5732.000 First Interstate Bank	adult non-fiction books	\$	6.99
030.4010.5732.000 First Interstate Bank	reference book	\$	51.99
110.2010.5450.000 First Interstate Bank	Street dept mechanic and sign shop iPads	\$	82.54
110.2010.5450.000 First Interstate Bank	Street dept cell services	\$	51.80
110.2010.5600.000 First Interstate Bank	Amazon latex gloves for cleaning	\$	27.72
110.2010.5718.000 First Interstate Bank	Amazon battery charger	\$	884.39
110.2040.5450.000 First Interstate Bank	Electrical inspection	\$	61.90
110.2060.5450.000 First Interstate Bank	Engineering GPS service, cell, JetPak	\$	172.34
110.2060.5450.000 First Interstate Bank	Public Works GIS	\$	11.56
110.2060.5605.000 First Interstate Bank	Amazon compressed air cleaner	\$	14.56
110.2060.5605.000 First Interstate Bank	Amazon computer screen cleaning wipes	\$	9.95
140.4030.5611.000 First Interstate Bank	Tree Top products collapsible bollard	\$	439.96
140.4030.5611.000 First Interstate Bank	Sportsmans guide tax refund	\$	(101.50)
140.4030.5611.000 First Interstate Bank	Sportsmans Guide- Parks Grills	\$	1,621.41
153.1010.5321.000 First Interstate Bank	USPCA PDI certification	\$	150.00
156.1050.5718.000 First Interstate Bank	Amazon googles & remote controller for Drone	\$	499.00
156.1050.5718.000 First Interstate Bank	Fire dept drone	\$	1,458.91
170.4010.5450.000 First Interstate Bank	Hotspots for library	\$	361.79
170.4010.5601.000 First Interstate Bank	Reach Out and Read books	\$	587.85
170.4010.5732.000 First Interstate Bank	DVDs	\$	33.99
170.4010.5732.000 First Interstate Bank	DVDs	\$	21.52
170.4010.5732.000 First Interstate Bank	DVDs	\$	10.29
170.4010.5732.000 First Interstate Bank	DVDs	\$	21.98
170.4010.5732.000 First Interstate Bank	DVDs	\$	116.59
170.4010.5732.000 First Interstate Bank	DVDs	\$	9.94
170.4010.5732.000 First Interstate Bank	DVDs	\$	21.34
170.4010.5732.000 First Interstate Bank	DVDs	\$	16.77
170.4010.5732.000 First Interstate Bank	DVDs	\$	11.98
170.4010.5732.000 First Interstate Bank	DVDs	\$	9.34
181.3040.5251.000 First Interstate Bank	DPH licensing August1/24-August 1/27	\$	180.00
181.3040.5605.000 First Interstate Bank	Amazon-clipboards and file organizer	\$	86.99
184.5030.5360.000 First Interstate Bank	Postage Section 8	\$	159.45
184.5030.5360.000 First Interstate Bank	Postage Section 8	\$	100.00
184.5030.5360.000 First Interstate Bank	USPS Postage Section 8	\$	100.00
184.5030.5605.000 First Interstate Bank	Amazon -address stamp	\$	23.95

312.2080.5776.000	First Interstate Bank	Amazon wall antenna brackets	\$	49.00
610.8015.5132.000	First Interstate Bank	Theisens WPCP employee clothing	\$	249.97
610.8015.5132.000	First Interstate Bank	Theisens employee clothing, SBR hook links	\$	39.99
610.8015.5132.000	First Interstate Bank	Theisens WPCP employee clothing	\$	39.99
610.8015.5280.000	First Interstate Bank	IA DNR Fees- grade 3 operator exam	\$	32.29
610.8015.5344.000	First Interstate Bank	Controlled Access-monthly liftmaster subsc	\$	39.50
610.8015.5360.000	First Interstate Bank	USPS lab shipment	\$	13.35
610.8015.5450.000	First Interstate Bank	WPCP operator line and Greazel	\$	104.80
610.8015.5450.000	First Interstate Bank	Mediacom WPCP August online	\$	75.00
610.8015.5460.000	First Interstate Bank	U of IA lab symposium	\$	125.00
610.8015.5461.000	First Interstate Bank	American Airlines seat refund	\$	(18.97)
610.8015.5565.000	First Interstate Bank	Arnold motor freon for WPCP vehicle	\$	24.32
610.8015.5600.000	First Interstate Bank	NAPA generator batteries	\$	399.98
610.8015.5600.000	First Interstate Bank	True Value 1.5 alkaline batteries	\$	11.58
610.8015.5600.000	First Interstate Bank	Menards sink supplies, parts& work platform	\$	105.45
610.8015.5600.000	First Interstate Bank	Menards - WPCP bathroom remodel	\$	279.92
610.8015.5600.000	First Interstate Bank	Menards - WPCP shower curtain	\$	22.99
610.8015.5600.000	First Interstate Bank	Menards- tow truck adapter, shower arm	\$	36.23
610.8015.5600.000	First Interstate Bank	Theisens employee clothing, SBR hook links	\$	79.50
610.8015.5600.000	First Interstate Bank	Theisens weed preventer, Roundup	\$	144.97
610.8015.5600.000	First Interstate Bank	Menards - WPCP fridge, acetone, scrub brushes	\$	52.94
610.8015.5600.000	First Interstate Bank	Sherwin Williams paint brushes	\$	28.46
610.8015.5600.000	First Interstate Bank	Motion Ind belts for digester mixers	\$	441.80
610.8015.5600.000	First Interstate Bank	Zmazon Wash press water filters	\$	54.07
610.8015.5600.000	First Interstate Bank	Menards brass adapters	\$	13.68
610.8015.5600.000	First Interstate Bank	Teledyne Instr sampler control panel	\$	1,117.00
610.8015.5600.000	First Interstate Bank	Grainger Time clock ribbon	\$	20.29
610.8015.5600.000	First Interstate Bank	Theisens AG chemical hand pump	\$	134.99
610.8015.5603.000	First Interstate Bank	ERA qrtly lab analysis	\$	431.87
610.8015.5603.000	First Interstate Bank	Lab Strong thermal fuse for still	\$	183.03
610.8015.5605.000	First Interstate Bank	Staples - copy paper and labels	\$	43.52
610.8015.5605.000	First Interstate Bank	Amazon SDS binder	\$	44.59
610.8015.5718.000	First Interstate Bank	Menards refund of tax	\$	(42.14)
610.8015.5718.000	First Interstate Bank	Menards - WPCP fridge, acetone, scrub brushes	\$	591.14
610.8016.5132.000	First Interstate Bank	Amazon Sewer dept returned rain coat	\$	(17.57)
610.8016.5360.000	First Interstate Bank	USPS sewer repair notices	\$	11.16
610.8016.5450.000	First Interstate Bank	Sewer dept GPS	\$	24.76
610.8016.5450.000	First Interstate Bank	Public Works GIS	\$	17.74
610.8016.5450.000	First Interstate Bank	Sewer JetPak, iPad, laptop	\$	24.76
610.8016.5450.000	First Interstate Bank	Sewer dept cell services	\$	24.98
610.8016.5702.000	First Interstate Bank	Menards - trim board	\$	6.72
610.8016.5776.000	First Interstate Bank	AED Superstore shipping fee -Sewer dept	\$	8.97
690.8050.5342.000	First Interstate Bank	Rosco Transit GPS	\$	504.00
690.8050.5342.000	First Interstate Bank	Rosco Transit GPS	\$	252.00
690.8050.5410.000	First Interstate Bank	Holms radiator _cleaning for DPF filters_Bus 121	\$	449.00
690.8050.5565.000	First Interstate Bank	Fleece Bus 121 multi use sensors	\$	77.86
690.8050.5565.000	First Interstate Bank	ARI Phoenix strain relief for coil cord	\$	36.34
690.8050.5600.000	First Interstate Bank	Amazon latex gloves for cleaning	\$	27.71
740.8065.5132.000	First Interstate Bank	Amazon Sewer dept returned rain coat	\$	(26.36)
740.8065.5450.000	First Interstate Bank	Sewer JetPak, iPad, laptop	\$	16.51
740.8065.5450.000	First Interstate Bank	Public Works GIS	\$	11.97
740.8065.5450.000	First Interstate Bank	Sewer dept GPS	\$	16.51
740.8065.5450.000	First Interstate Bank	Sewer dept cell services	\$	16.66
740.8065.5776.000	First Interstate Bank	AED Superstore shipping fee -Sewer dept	\$	5.98
750.8070.5344.000	First Interstate Bank	Controlled Access-monthly liftmaster subsc	\$	39.50
760.8080.5608.000	First Interstate Bank	Sams Club Parks resale concession products	\$	475.68
760.8080.5608.000	First Interstate Bank	Costco- concession resale products	\$	224.85
760.8080.5608.000	First Interstate Bank	Sams Club - resale concession products	\$	659.24
999.1164.000	First Interstate Bank	employee used wrong card-reimbursed city	\$	6.81
999.1164.000	First Interstate Bank	Wilbo - Hillers meal during FBI LEEDA	\$	11.46
999.1164.000	First Interstate Bank	Raising Canes- Hiller FBI LEEDA training meal	\$	1.97
999.1164.000	First Interstate Bank	Whiskey Road Tavern-Hillers FBI LEEDA training mea	\$	18.56
999.1164.000	First Interstate Bank	Urban Pie -Hillers FBI LEEDA training meal	\$	6.51
999.1164.000	First Interstate Bank	Quaker Steak - meal during FBI LEEDA training	\$	1.65
999.1164.000	First Interstate Bank	Iowa Western meal during ALEERT traininig	\$	14.00
999.1164.000	First Interstate Bank	Subway - meal Rifle instructor training	\$	2.66
999.1164.000	First Interstate Bank	Iowa Western meal-no receipt	\$	14.00
999.1164.000	First Interstate Bank	car wash - accidental purchase	\$	7.00

184.5030.5246.000 Fiser, Jessica	Utility assistance90324	\$ 13.00
615.8015.5233.000 FOX Strand	WPC21001 WPCP Headworks & Digester Const Phase	\$ 23,991.55
184.5030.5242.000 FRIENDLY VALLEY APARTMENTS INC	Rent assistance	\$ 74.00
184.5030.5242.000 FRIENDLY VALLEY APARTMENTS INC	Rent assistance	\$ 97.00
184.5030.5242.000 FRIENDLY VALLEY APARTMENTS INC	Rent assistance	\$ 157.00
110.2010.5344.000 Frost Solutions LLC	Pavement Weather Monitor Subsc 10/1/24-9/30/25	\$ 2,850.00
001.1010.5132.000 GALLS LLC	PD employee clothing	\$ 49.90
001.1010.5132.000 GALLS LLC	PD employee clothing	\$ 115.29
001.1050.5132.000 GALLS LLC	Fire dept employee clothing	\$ 282.14
181.3040.5410.000 Gentry, Susan	Lead Hazard Reduction Program 202 Olson Way	\$ 27,325.00
181.3040.5415.000 Gentry, Susan	HH: Lead Hazard Ruduction Program	\$ 900.00
110.2010.5600.000 GERVICH & SONS INC	Street dept stock steel	\$ 210.00
184.5030.5242.000 Gonzalez, Renato	Rent assistance	\$ 907.00
184.5030.5242.000 Gorrell, Joseph	Rent assistance	\$ 344.00
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
184.5030.5242.000 Gray, Dennis	Rent assistance	\$ 499.00
184.5030.5242.000 Gutierrez, Humberto Fabian	Rent assistance	\$ 363.00
184.5030.5242.000 Gutierrez, Humberto Fabian	Rent assistance	\$ 252.00
001.1010.5475.000 Guy, Brian	Assessor per contract Cayler Consulting	\$ 450.00
184.5030.5242.000 Hala, Janet	Rent assistance	\$ 393.00
184.5030.5242.000 Hala, Janet	Rent assistance	\$ 180.00
184.5030.5242.000 Hala, Janet	Rent assistance	\$ 177.00
184.5030.5242.000 Hala, Janet	Rent assistance	\$ 154.00
884.7010.5337.000 HARTFORD- PRIORITY ACCTS	September insurance premium	\$ 6,157.00
913.1013.5337.000 HARTFORD- PRIORITY ACCTS	September insurance premium	\$ 435.59
001.1050.5410.000 HARTWIG PLUMBING & HEATING INC	Fire dept blocked drain line	\$ 392.00
184.5030.5242.000 Hatch, Roger	Rent assistance	\$ 438.00
184.5030.5242.000 Hatch, Roger	Rent assistance	\$ 1,050.00
184.5030.5242.000 Hatch, Roger	Rent assistance	\$ 399.00
110.2010.5600.000 HAWKEYE TRUCK EQUIPMENT INC	Street dept flusher truck oval LED strobes	\$ 240.00
884.6021.4875.000 Health Partners	stop/loss credit	\$ (234.86)
884.7010.5339.000 Health Partners	Claims 06/20-06/26	\$ 32,069.38
884.7010.5339.000 Health Partners	Claims 06/20-06/26	\$ 7,543.55
001.1099.5450.000 HEART OF IOWA COMMUNICATIONS CO-OP	Police & Fire Bldg	\$ 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	641-758-3204 Coliseum	\$ 0.10
001.4065.5450.000 HEART OF IOWA COMMUNICATIONS CO-OP	Coliseum	\$ 62.00
001.6050.5450.000 HEART OF IOWA COMMUNICATIONS CO-OP	e/bill incentive program credit	\$ (1.00)
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	WPCP	\$ 67.57
610.8016.5450.000 HEART OF IOWA COMMUNICATIONS CO-OP	WPCP	\$ 40.54
610.8016.5450.000 HEART OF IOWA COMMUNICATIONS CO-OP	PW Bldg	\$ 33.03
740.8065.5450.000 HEART OF IOWA COMMUNICATIONS CO-OP	WPCP	\$ 27.03
740.8065.5450.000 HEART OF IOWA COMMUNICATIONS CO-OP	PW Bldg	\$ 22.02
001.1010.5464.000 HEITMAN, PAUL	Meal during training	\$ 10.00
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	\$ 281.00
184.5030.5242.000 Historic Tallcorn Towers LLP	Rent assistance	\$ 424.00
184.5030.5242.000 Historic Tallcorn Towers LLP	Rent assistance	\$ 128.00
184.5030.5242.000 Historic Tallcorn Towers LLP	Rent assistance	\$ 299.00
184.5030.5242.000 Historic Tallcorn Towers LLP	Rent assistance	\$ 390.00
184.5030.5242.000 Historic Tallcorn Towers LLP	Rent assistance	\$ 307.00
184.5030.5242.000 Historic Tallcorn Towers LLP	Rent assistance	\$ 88.00
184.5030.5242.000 Historic Tallcorn Towers LLP	Rent assistance	\$ 262.00
184.5030.5242.000 Historic Tallcorn Towers LLP	Rent assistance	\$ 574.00
184.5030.5242.000 Historic Tallcorn Towers LLP	Rent assistance	\$ 389.00
184.5030.5242.000 Historic Tallcorn Towers LLP	Rent assistance	\$ 181.00
184.5030.5242.000 Historic Tallcorn Towers LLP	Rent assistance	\$ 350.00
184.5030.5242.000 Historic Tallcorn Towers LLP	Rent assistance	\$ 193.00
184.5030.5242.000 Historic Tallcorn Towers LLP	Rent assistance	\$ 245.00
184.5030.5242.000 Historic Tallcorn Towers LLP	Rent assistance	\$ 195.00
184.5030.5242.000 Historic Tallcorn Towers LLP	Rent assistance	\$ 209.00

184.5030.5242.000	Historic Tallcorn Towers LLP	Rent assistance	\$	245.00
690.8050.5565.000	Hogan Manufacturing Inc	Transit latch T-handle	\$	123.86
610.8015.5980.000	Horras, Tom	Sewer refund filled pool	\$	148.22
184.5030.5242.000	House Harvesters LLC	Rent assistance	\$	429.00
184.5030.5238.000	Housing Authority of the City of Orlando, FL	Admin fee90324	\$	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 fee90324	\$	53.11
184.5030.5242.000	Housing Authority of the City of Tampa Florida	Rent assistance	\$	1,786.00
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	\$	162.00
001.4040.5441.000	Hughlette, Annette	Coliseum open gym	\$	4.07
001.4040.5442.000	Hughlette, Annette	Coliseum open gym	\$	0.67
001.4040.5980.000	Hughlette, Annette	Coliseum open gym	\$	67.76
760.8080.5613.000	HYVEE ACCOUNTS RECEIVABLE	Parks resale concessions	\$	76.96
760.8080.5613.000	HYVEE ACCOUNTS RECEIVABLE	Parks resale concessions	\$	77.59
760.8080.5613.000	HYVEE ACCOUNTS RECEIVABLE	Parks resale concessions	\$	72.56
760.8080.5613.000	HYVEE ACCOUNTS RECEIVABLE	Parks resale concessions	\$	27.58
760.8080.5613.000	HYVEE ACCOUNTS RECEIVABLE	Parks resale concessions	\$	29.94
760.8080.5613.000	HYVEE ACCOUNTS RECEIVABLE	Parks resale concessions	\$	16.98
760.8080.5613.000	HYVEE ACCOUNTS RECEIVABLE	Parks resale concessions	\$	48.08
760.8080.5613.000	HYVEE ACCOUNTS RECEIVABLE	Parks resale concessions	\$	43.07
760.8080.5613.000	HYVEE ACCOUNTS RECEIVABLE	Parks resale concessions	\$	18.76
760.8080.5613.000	HYVEE ACCOUNTS RECEIVABLE	Parks resale concessions	\$	44.01
999.1131.000	ICMA 457-Mission Square Retirement	Mission Square Retirement - Plan #303417	\$	1,175.37
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
999.1131.000	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
999.1111.000	IMWCA	FY25 Workers Comp Premiums Installment 3	\$	13,859.00
999.1101.000	INTERNAL REVENUE SERVICE	Bi-Weekly Federal Taxes	\$	30,787.75
999.1101.000	INTERNAL REVENUE SERVICE	Bi-Weekly Federal Taxes	\$	17,269.73
999.1103.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Social Security	\$	32,812.42
999.1103.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Social Security	\$	5,853.06
999.1107.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Medicare	\$	10,688.88
999.1107.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Medicare	\$	4,956.26
001.1070.5280.000	International Code Council	Member #	\$	170.00
110.2010.5600.000	Interstate Batteries of Upper Iowa	Street dept batteries	\$	275.90
110.2010.5600.000	Interstate Batteries of Upper Iowa	core deposits and core charge	\$	(66.00)
001.4030.5280.000	IOWA PARKS & RECREATION ASSN	Memberships	\$	180.00
001.4040.5280.000	IOWA PARKS & RECREATION ASSN	Memberships	\$	180.00
001.4045.5280.000	IOWA PARKS & RECREATION ASSN	Memberships	\$	180.00
999.1106.000	IOWA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	PRIOR MONTH IPERS CONTRIBUTIONS	\$	8,436.40
999.1106.000	IOWA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	PRIOR MONTH IPERS CONTRIBUTIONS	\$	34,976.67
999.1106.000	IOWA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	PRIOR MONTH IPERS CONTRIBUTIONS	\$	265.89
999.1106.000	IOWA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	PRIOR MONTH IPERS CONTRIBUTIONS	\$	8,327.53
999.1106.000	IOWA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	PRIOR MONTH IPERS CONTRIBUTIONS	\$	35,531.52
999.1106.000	IOWA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	PRIOR MONTH IPERS CONTRIBUTIONS	\$	265.89
999.1106.000	IOWA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	Rounding	\$	0.09
999.1106.000	IOWA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	PRIOR MONTH IPERS CONTRIBUTIONS	\$	35,591.80
999.1106.000	IOWA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	PRIOR MONTH IPERS CONTRIBUTIONS	\$	265.89
999.1106.000	IOWA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	PRIOR MONTH IPERS CONTRIBUTIONS	\$	7,352.00
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	JDL Rentals Cooperative	Rent assistance	\$	272.00
610.8015.5980.000	Jones, Valerie	Sewer refund filled pool	\$	58.80
184.5030.5242.000	Judge, John	Rent assistance	\$	360.00
184.5030.5242.000	Judge, Mike	Rent assistance	\$	337.00
184.5030.5242.000	Judge, Mike	Rent assistance	\$	176.00
184.5030.5242.000	Judge, Mike	Rent assistance	\$	183.00
184.5030.5242.000	Judge, Mike	Rent assistance	\$	188.00
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	\$	352.00
184.5030.5242.000 Judge, Mike	Rent assistance	\$	212.00
184.5030.5242.000 Judge, Mike	Rent assistance	\$	220.00
184.5030.5242.000 Judge, Mike	Rent assistance	\$	276.00
184.5030.5242.000 Judge, Mike	Rent assistance	\$	285.00
184.5030.5242.000 Judge, Mike	Rent assistance	\$	302.00
184.5030.5242.000 Judge, Mike	Rent assistance	\$	312.00
184.5030.5242.000 Judge, Mike	Rent assistance	\$	346.00
184.5030.5242.000 Judge, Mike	Rent assistance	\$	336.00
184.5030.5242.000 Judge, Mike	Rent assistance	\$	383.00
184.5030.5242.000 Judge, Mike	Rent assistance	\$	393.00
184.5030.5242.000 Kading Properties LLC	Rent assistance	\$	1,035.00
184.5030.5242.000 Kading Properties LLC	Rent assistance	\$	932.00
184.5030.5242.000 Kading Properties LLC	Rent assistance	\$	704.00
184.5030.5242.000 Kading Properties LLC	Rent assistance	\$	526.00
001.4045.5342.000 KAPAUN & BROWN INC	AEA Pool air handler- replace belts	\$	383.40
110.2010.5565.000 Kasal Brothers Repair	Boom Truck New C7500 Radiator	\$	835.00
001.1010.5410.000 Keltek Inc	PD - installed flashlight	\$	305.00
184.5030.5246.000 Kincade, Jasmine	Utility assistance90324	\$	66.00
750.8070.5565.000 Kooima Ag Inc	Street dept skid rotor	\$	3,265.00
184.5030.5242.000 Kramer, Marcia	Rent assistance	\$	92.00
110.2050.5410.000 Kuehner Construction LLC	Grandstand roof repairs	\$	640.00
690.8050.5359.000 LARRYS TOWING & TIRE SERVICE	Transit #9	\$	75.00
184.5030.5242.000 Lawthers Property Management	Rent assistance	\$	886.00
184.5030.5242.000 Lawthers Property Management	Rent assistance	\$	169.00
110.2010.5352.000 LEDFORD, MARVIN	Tree and Stump Removal ROW August 2024	\$	2,385.00
184.5030.5242.000 Linton, Tyler	Rent assistance	\$	343.00
184.5030.5242.000 Linton, Tyler	Rent assistance	\$	360.00
001.1010.5475.000 Logan, Jeremy	Assessor per contract Cayler Consulting	\$	450.00
184.5030.5242.000 Lopez, Jaime	Rent assistance	\$	450.00
184.5030.5246.000 Louis, Marie	Utility assistance90324	\$	7.00
184.5030.5242.000 Luense, Brant	Rent assistance	\$	233.00
184.5030.5242.000 Luense, Brant	Rent assistance	\$	363.00
184.5030.5242.000 Luense, Brant	Rent assistance	\$	516.00
184.5030.5242.000 Luense, Brant	Rent assistance	\$	575.00
184.5030.5242.000 Luense, Brant	Rent assistance	\$	700.00
184.5030.5242.000 Luense, Brant	Rent assistance	\$	727.00
184.5030.5242.000 Luense, Brant	Rent assistance	\$	351.00
001.6040.5234.000 Lynch Dallas PC	General matters 7/16-8/16	\$	2,581.50
001.6040.5234.000 Lynch Dallas PC	Real Estate 7/15-8/14/24	\$	1,145.00
001.6040.5234.000 Lynch Dallas PC	Zoning 7/22-8/13	\$	420.00
001.6040.5234.000 Lynch Dallas PC	Nuisance/ Enforcement 7/18-8/13	\$	2,322.80
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
001.6020.5250.000 Marshall County Recorder	addendum, easement, quit claim deed	\$	135.00
184.5030.5242.000 Marshalltown Lofts, LLC	Rent assistance	\$	673.00
184.5030.5242.000 Marshalltown Lofts, LLC	Rent assistance	\$	69.00
184.5030.5242.000 Marshalltown Lofts, LLC	Rent assistance	\$	117.00
184.5030.5242.000 Marshalltown Lofts, LLC	Rent assistance	\$	159.00
184.5030.5242.000 Marshalltown Lofts, LLC	Rent assistance	\$	188.00
184.5030.5242.000 Marshalltown Lofts, LLC	Rent assistance	\$	222.00
184.5030.5242.000 Marshalltown Lofts, LLC	Rent assistance	\$	855.00
184.5030.5242.000 Marshalltown Lofts, LLC	Rent assistance	\$	843.00
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	\$	378.00
184.5030.5242.000 Marshalltown Lofts, LLC	Rent assistance	\$	231.00
184.5030.5242.000 Marshalltown Lofts, LLC	Rent assistance	\$	256.00
184.5030.5242.000 Marshalltown Lofts, LLC	Rent assistance	\$	271.00
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	\$	424.00
001.1099.5483.000 Marshalltown Water Works	Water	\$	75.39
001.1099.5485.000 Marshalltown Water Works	Storm Sewer	\$	13.72
001.1099.5488.000 Marshalltown Water Works	Sewer	\$	73.97
001.4030.5483.000 Marshalltown Water Works	Riverview Log Cabin restrooms 7/1-8/1	\$	12.36
001.4030.5483.000 Marshalltown Water Works	Riverview Park Reunion Hall 7/1-8/1	\$	12.36

001.4030.5483.000 Marshalltown Water Works	City RV Dump water, sewer, storm sewer	\$	12.36
001.4030.5483.000 Marshalltown Water Works	City Parking lot green space-222 N 13th St	\$	15.83
001.4030.5483.000 Marshalltown Water Works	City Park- Community Bldg 7/1-8/1	\$	95.25
001.4030.5483.000 Marshalltown Water Works	Water	\$	150.77
001.4030.5485.000 Marshalltown Water Works	Riverview Log Cabin restrooms	\$	4.20
001.4030.5485.000 Marshalltown Water Works	Riverview Park Reunion Hall	\$	4.20
001.4030.5485.000 Marshalltown Water Works	City RV Dump water, sewer, storm sewer	\$	214.20
001.4030.5485.000 Marshalltown Water Works	City Parking lot green space-222 N 13th St	\$	59.64
001.4030.5485.000 Marshalltown Water Works	City Park- Community Bldg 7/1-8/1	\$	579.60
001.4030.5485.000 Marshalltown Water Works	Storm Sewer	\$	27.43
001.4030.5488.000 Marshalltown Water Works	Riverview Log Cabin restrooms	\$	24.47
001.4030.5488.000 Marshalltown Water Works	Riverview Park Reunion Hall	\$	24.47
001.4030.5488.000 Marshalltown Water Works	City RV Dump water, sewer, storm sewer	\$	24.47
001.4030.5488.000 Marshalltown Water Works	City Park- Community Bldg	\$	110.06
001.4030.5488.000 Marshalltown Water Works	Sewer	\$	147.95
001.4030.5600.000 Marshalltown Water Works	frozen water meter replacement	\$	70.00
001.4065.5483.000 Marshalltown Water Works	Coliseum water	\$	91.79
001.4065.5488.000 Marshalltown Water Works	Coliseum sewer	\$	90.15
110.2010.5483.000 Marshalltown Water Works	Water	\$	603.06
110.2010.5485.000 Marshalltown Water Works	Storm Sewer	\$	109.70
110.2010.5488.000 Marshalltown Water Works	Sewer	\$	591.80
110.2040.5483.000 Marshalltown Water Works	Water	\$	75.38
110.2040.5485.000 Marshalltown Water Works	Storm Sewer	\$	13.71
110.2040.5488.000 Marshalltown Water Works	Sewer	\$	73.98
690.8050.5483.000 Marshalltown Water Works	Water	\$	603.06
690.8050.5485.000 Marshalltown Water Works	Storm Sewer	\$	109.70
690.8050.5488.000 Marshalltown Water Works	Sewer	\$	591.80
110.2010.5620.000 Martin Marietta Materials	Street dept asphalt emulsion	\$	724.59
110.2010.5565.000 M-B Co Inc	Paint truck electric gun elevators	\$	1,801.82
001.1010.5410.000 MCATEE TIRE SALES & SERVICE INC	PD tire repair	\$	37.00
001.1010.5410.000 MCATEE TIRE SALES & SERVICE INC	PD 513 tire repair	\$	37.00
690.8050.5410.000 MCATEE TIRE SALES & SERVICE INC	Transit tires	\$	520.00
690.8050.5565.000 MCATEE TIRE SALES & SERVICE INC	Transit tires	\$	5,639.20
001.1075.5151.000 MCFARLAND CLINIC PC	Physicals	\$	69.76
001.2020.5151.000 MCFARLAND CLINIC PC	Physicals	\$	69.76
001.4010.5151.000 MCFARLAND CLINIC PC	Physicals	\$	139.52
001.4030.5151.000 MCFARLAND CLINIC PC	Physicals	\$	38.72
610.8015.5151.000 MCFARLAND CLINIC PC	Physicals	\$	274.56
610.8016.5151.000 MCFARLAND CLINIC PC	Physicals	\$	138.62
690.8050.5151.000 MCFARLAND CLINIC PC	Physicals	\$	38.72
740.8065.5151.000 MCFARLAND CLINIC PC	Physicals	\$	92.42
001.1050.5600.000 MENARDS	Fire dept batteries	\$	11.88
001.1050.5600.000 MENARDS	Fire dept bleach and liquid plumber	\$	31.42
001.4010.5410.000 MENARDS	galvenized and brass caps	\$	8.78
001.4010.5410.000 MENARDS	Lightbulbs, compression cap	\$	2.88
001.4030.5410.000 MENARDS	light bulbs and compression cap	\$	31.98
001.4030.5611.000 MENARDS	Parks concrete forming	\$	24.65
001.4030.5611.000 MENARDS	Parks concrete mix	\$	146.80
110.2010.5600.000 MENARDS	Street dept magnetic signs	\$	10.99
110.2010.5600.000 MENARDS	paint roller covers	\$	21.98
110.2010.5600.000 MENARDS	Street water truck parts	\$	38.46
110.2030.5410.000 MENARDS	Street light bulbs	\$	31.98
140.4030.5611.000 MENARDS	Pickleball court lighting	\$	46.88
140.4030.5611.000 MENARDS	Parks campground supplies	\$	23.90
140.4030.5611.000 MENARDS	Kiwanis Roof repairs - treated wood	\$	126.47
140.4030.5611.000 MENARDS	Kiwanis Park roof treated wood	\$	51.24
153.1010.5321.000 MENARDS	K9 trial supplies	\$	97.42
610.8016.5600.000 MENARDS	Great Stuff and composite shims	\$	26.10
740.8065.5600.000 MENARDS	Great Stuff and composite shims	\$	17.40
999.1166.000 Mendoza-Garcia, Maria	Parking ticket overpayment	\$	55.00
610.8015.5603.000 Microbac Laboratories Inc	Lab analysis Digester #2	\$	122.00
610.8015.5603.000 MIDLAND SCIENTIFIC INC	Lab -mineral stabilizer solution	\$	28.70
001.1010.5410.000 MIDWEST RADAR & EQUIPMENT	14 PD car radar unit repairs	\$	574.00
001.1099.5386.000 Milestone Outdoor Co	Police and Fire contract mowing - August	\$	1,092.00
110.2010.5342.000 Milestone Outdoor Co	Bridges- bare ground applications	\$	1,752.00
740.8067.5342.000 Milestone Outdoor Co	Levee Weed Control - bare ground applications	\$	1,899.00
884.7010.5980.000 Miller, Randall	Insurance- August deduct for Sept health insurance	\$	446.99
184.5030.5242.000 Moore, Michelle	Rent assistance	\$	320.00

184.5030.5242.000 Mtown/ Westown LLLP	Rent assistance	\$	295.00
184.5030.5242.000 Mtown/ Westown LLLP	Rent assistance	\$	121.00
184.5030.5242.000 Mtown/ Westown LLLP	Rent assistance	\$	407.00
184.5030.5242.000 Mtown/ Westown LLLP	Rent assistance	\$	305.00
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	\$	302.00
184.5030.5242.000 Mtown/ Westown LLLP	Rent assistance	\$	318.00
184.5030.5242.000 Mtown/ Westown LLLP	Rent assistance	\$	198.00
184.5030.5242.000 Mtown/ Westown LLLP	Rent assistance	\$	263.00
184.5030.5242.000 Mtown/ Westown LLLP	Rent assistance	\$	202.00
184.5030.5242.000 Mtown/ Westown LLLP	Rent assistance	\$	230.00
184.5030.5242.000 Mtown/ Westown LLLP	Rent assistance	\$	234.00
184.5030.5242.000 Mtown/ Westown LLLP	Rent assistance	\$	235.00
184.5030.5242.000 Mtown/ Westown LLLP	Rent assistance	\$	242.00
184.5030.5242.000 Mtown/ Westown LLLP	Rent assistance	\$	248.00
184.5030.5242.000 Mtown/ Westown LLLP	Rent assistance	\$	260.00
184.5030.5242.000 Mtown/ Westown LLLP	Rent assistance	\$	337.00
184.5030.5242.000 Mtown/ Westown LLLP	Rent assistance	\$	276.00
184.5030.5242.000 Mtown/ Westown LLLP	Rent assistance	\$	284.00
184.5030.5242.000 Mtown/ Westown LLLP	Rent assistance	\$	62.00
184.5030.5242.000 Mtown/ Westown LLLP	Rent assistance	\$	337.00
999.1105.000 MUNICIPAL FIRE & POLICE RETIREMENT	PRIOR MONTH MFPRSI CONTRIBUTIONS	\$	36,107.08
999.1105.000 MUNICIPAL FIRE & POLICE RETIREMENT	PRIOR MONTH MFPRSI CONTRIBUTIONS	\$	30,893.00
999.1105.000 MUNICIPAL FIRE & POLICE RETIREMENT	PRIOR MONTH MFPRSI CONTRIBUTIONS	\$	36,073.31
999.1105.000 MUNICIPAL FIRE & POLICE RETIREMENT	PRIOR MONTH MFPRSI CONTRIBUTIONS	\$	31,257.78
999.1105.000 MUNICIPAL FIRE & POLICE RETIREMENT	PRIOR MONTH MFPRSI CONTRIBUTIONS	\$	31,556.01
999.1105.000 MUNICIPAL FIRE & POLICE RETIREMENT	PRIOR MONTH MFPRSI CONTRIBUTIONS	\$	35,672.54
690.8050.5565.000 NAPA AUTO PARTS	Transit F250 starter, core deposit	\$	191.58
690.8050.5565.000 NAPA AUTO PARTS	Transit panel filter	\$	15.68
690.8050.5565.000 NAPA AUTO PARTS	Shop truck coolant	\$	13.99
690.8050.5565.000 NAPA AUTO PARTS	Shop truck coolant/ battery core deposit	\$	(49.50)
184.5030.5246.000 Neave, Mia	Utility assistance90324	\$	46.00
184.5030.5242.000 NORTH TAMA HOUSING, INC	Rent assistance	\$	128.00
184.5030.5242.000 Oetker, Debra	Rent assistance	\$	52.00
184.5030.5242.000 Oetker, Debra	Rent assistance	\$	207.00
184.5030.5242.000 Oetker, Debra	Rent assistance	\$	66.00
001.4010.5216.000 ONE SOURCE-THE BACKGROUND CHECK CO	applicant checks	\$	29.00
750.8070.5216.000 ONE SOURCE-THE BACKGROUND CHECK CO	applicant checks	\$	38.00
886.2060.5216.000 ONE SOURCE-THE BACKGROUND CHECK CO	applicant checks	\$	19.00
001.1010.5565.000 OREILLY AUTOMOTIVE INC	PD 513 cabin filter	\$	21.05
184.5030.5242.000 PALISADE HOLDING CO	Rent assistance	\$	271.00
184.5030.5242.000 PARK ELMS LLC	Rent assistance	\$	333.00
184.5030.5246.000 Patton, Camille	Utility assistance90324	\$	26.00
Payroll Payroll	Payroll 18	\$	392,408.24
184.5030.5242.000 Pebworth Homes LLC	Rent assistance	\$	32.00
184.5030.5242.000 Pebworth Homes LLC	Rent assistance	\$	232.00
610.8015.5980.000 Perez, Alicia	Sewer refund filled pool	\$	25.49
184.5030.5246.000 Perez, Eliva Mejia	Utility assistance90324	\$	31.00
001.4045.5611.000 Plumb Supply	AEA pool parts	\$	73.26
110.2010.5600.000 Plumb Supply	Street dept pipe fittings	\$	86.70
184.5030.5242.000 Plymat Jr , William	Rent assistance	\$	683.00
001.4030.5342.000 Prairie Waste Solutions	Parks roll offs	\$	277.62
184.5030.5242.000 Premier Iowa City IA LLC	Rent assistance	\$	252.00
184.5030.5242.000 Premier Iowa City IA LLC	Rent assistance	\$	537.00
184.5030.5242.000 Premier Iowa City IA LLC	Rent assistance	\$	388.00
184.5030.5242.000 Premier Iowa City IA LLC	Rent assistance	\$	320.00
184.5030.5242.000 Premier Iowa City IA LLC	Rent assistance	\$	269.00
184.5030.5242.000 Premier Iowa City IA LLC	Rent assistance	\$	43.00
184.5030.5242.000 Premier Iowa City IA LLC	Rent assistance	\$	544.00
184.5030.5242.000 Premier Iowa City IA LLC	Rent assistance	\$	779.00
184.5030.5242.000 Premier Real Estate Mgmnt	Rent assistance	\$	726.00
184.5030.5242.000 Premier Real Estate Mgmnt	Rent assistance	\$	673.00
184.5030.5242.000 Premier Real Estate Mgmnt	Rent assistance	\$	665.00
184.5030.5242.000 Premier Real Estate Mgmnt	Rent assistance	\$	610.00
184.5030.5242.000 Premier Real Estate Mgmnt	Rent assistance	\$	487.00
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	\$	303.00
184.5030.5242.000 Pyramid Property Solutions Inc	Rent assistance	\$	21.00
184.5030.5242.000 Pyramid Property Solutions Inc	Rent assistance	\$	378.00
184.5030.5242.000 R & A Rental Properties LLC	Rent assistance	\$	356.00
184.5030.5242.000 R & A Rental Properties LLC	Rent assistance	\$	450.00
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 surveillance listen only ear piece	\$	46.00
184.5030.5242.000 Ramirez, Sergio Rios	Rent assistance	\$	375.00
184.5030.5246.000 Ramirez, Valeria	Utility assistance90324	\$	11.00
184.5030.5246.000 Rasmussen, Lynnette	Utility assistance90324	\$	50.00
184.5030.5242.000 Redborg, Kirsten	Rent assistance	\$	391.00
184.5030.5242.000 Reed, Tony	Rent assistance	\$	400.00
184.5030.5242.000 Reed, Tony	Rent assistance	\$	417.00
184.5030.5242.000 Reed, Tony	Rent assistance	\$	481.00
184.5030.5242.000 Reed, Tony	Rent assistance	\$	388.00
133.4030.5230.000 Region 6 Resource Partners	Tree planting CDBG derecho (145) 4/1-6/30	\$	265.00
133.5020.5331.000 Region 6 Resource Partners	CDBG 6 townhouses Admin N 4th Ave 4/1-6/30/2024	\$	4,257.00
690.8050.5331.000 Region 6 Resource Partners	People Rides	\$	8,073.00
001.1050.5413.000 RELIANT FIRE APPARATUS inc	Ladder 174 hydraulic filters, repairs	\$	954.93
001.1050.5413.000 RELIANT FIRE APPARATUS inc	Engine 170 cab door repair	\$	484.31
001.1050.5413.000 RELIANT FIRE APPARATUS inc	Engine 171 door panel repair	\$	335.43
999.1166.000 Rios, Belen	Parking ticket paid overpayment	\$	25.00
184.5030.5242.000 River Birch Apts	Rent assistance	\$	740.00
184.5030.5242.000 River Birch Apts	Rent assistance	\$	317.00
184.5030.5242.000 River Birch Apts	Rent assistance	\$	233.00
184.5030.5242.000 River Oaks Apartments	Rent assistance	\$	765.00
184.5030.5242.000 River Oaks Apartments	Rent assistance	\$	447.00
184.5030.5242.000 River Oaks Apartments	Rent assistance	\$	322.00
184.5030.5242.000 River Oaks Apartments	Rent assistance	\$	256.00
184.5030.5242.000 River Oaks Apartments	Rent assistance	\$	123.00
184.5030.5242.000 RMB Cooperative	Rent assistance	\$	262.00
184.5030.5242.000 Roth, Kamaria Mary	Rent assistance	\$	381.00
184.5030.5238.000 SanDiego Housing Commission	Admin fee90324	\$	50.13
184.5030.5242.000 SanDiego Housing Commission	Rent assistance	\$	1,844.00
610.8015.5380.000 SCHARNWEBER WATER CONDITIONING INC	August WPCP water conditioner lease	\$	27.00
184.5030.5242.000 Schmidt, Michael T	Rent assistance	\$	424.00
184.5030.5242.000 Schmidt, Michael T	Rent assistance	\$	875.00
184.5030.5242.000 Schrader, Chantelle	Rent assistance	\$	303.00
110.2010.5718.000 SE Jones Industries Inc	Street dept 80pc Die set, pliers, adaptors	\$	942.30
110.2010.5718.000 SE Jones Industries Inc	Street dept ratchet and sockets	\$	230.00
110.2010.5605.000 Sho Biz Inc dba Minuteman	Street dept sticky notes	\$	27.80
690.8050.5360.000 Sho Biz Inc dba Minuteman	Transit FedEx shipment	\$	36.10
184.5030.5242.000 Shugarland Apts	Rent assistance	\$	290.00
364.4030.5233.000 SNYDER & ASSOCIATES, INC.	Engineering fees for Linn Creek District Trailhead	\$	14,200.00
364.4030.5233.000 SNYDER & ASSOCIATES, INC.	Engineering fees for Linn Creek District Trailhead	\$	14,200.00
363.2010.5600.000 SPAHN & ROSE LUMBER CO	Street dept concrete	\$	25.11
184.5030.5242.000 Stalzer, Jason W	Rent assistance	\$	622.00
363.2010.5233.000 STANLEY CONSULTANTS INC.	Increase	\$	19,030.00
001.4030.5600.000 STAPLES BUSINESS CREDIT	paper towels, toilet paper, garbage bags	\$	9.41
001.6050.5600.000 STAPLES BUSINESS CREDIT	paper towels, toilet paper, garbage bags	\$	155.35
001.6051.5600.000 STAPLES BUSINESS CREDIT	paper towels, toilet paper, garbage bags	\$	155.35
110.2010.5600.000 STAPLES BUSINESS CREDIT	paper towels, toilet paper, garbage bags	\$	23.54
690.8050.5600.000 STAPLES BUSINESS CREDIT	paper towels, toilet paper, garbage bags	\$	14.13
610.8015.5980.000 Steier, Mollie	Sewer refund filled pool	\$	31.70
184.5030.5246.000 Stiegelmeier, Curtis	Utility assistance90324	\$	10.00
184.5030.5242.000 SUNRISE APARTMENTS, INC	Rent assistance	\$	98.00
184.5030.5242.000 Superior Rentals LLC	Rent assistance	\$	282.00
184.5030.5242.000 Superior Rentals LLC	Rent assistance	\$	387.00
184.5030.5242.000 Superior Rentals LLC	Rent assistance	\$	396.00
184.5030.5242.000 Sweet Pea Properties LLC	Rent assistance	\$	247.00
184.5030.5242.000 Swift, Scott	Rent assistance	\$	437.00
001.1050.5410.000 THEISENS SUPPLY INC	Fire dept Boat accessory-3.5" bow roller	\$	47.82
001.1050.5410.000 THEISENS SUPPLY INC	Fire dept locking boat pin	\$	5.49
001.1099.5410.000 THEISENS SUPPLY INC	P&F Bldg grinding wheels for concrete	\$	31.00
001.4030.5410.000 THEISENS SUPPLY INC	Parks welding compound	\$	25.48
110.2010.5600.000 THEISENS SUPPLY INC	rubber wheel chock, tarp straps	\$	21.97
110.2010.5600.000 THEISENS SUPPLY INC	Street dept water truck parts	\$	104.96

610.8016.5600.000 THEISENS SUPPLY INC	Quikrete mortor	\$ 20.96
740.8065.5600.000 THEISENS SUPPLY INC	Quikrete mortor	\$ 13.98
184.5030.5242.000 Town Apartments Corporation	Rent assistance	\$ 293.00
184.5030.5242.000 Town Apartments Corporation	Rent assistance	\$ 239.00
999.1102.000 TREASURER STATE OF IOWA	Bi-Weekly Payroll SIT	\$ 12,898.21
999.1102.000 TREASURER STATE OF IOWA	Bi-Weekly Payroll SIT	\$ 6,672.29
110.2050.5410.000 Triple E Insulators LLC	Grandstand roof repairs	\$ 2,437.50
001.1010.5347.000 TriTech Software Systems	Tritech Software Agreement 10/28/24-10/27/25	\$ 18,119.64
184.5030.5242.000 TTLC Coop Housing	Rent assistance	\$ 478.00
184.5030.5242.000 TTLC Coop Housing	Rent assistance	\$ 448.00
184.5030.5242.000 TTLC Coop Housing	Rent assistance	\$ 333.00
184.5030.5242.000 TTLC Coop Housing	Rent assistance	\$ 86.00
184.5030.5242.000 Ultimate Property Management LLC	Rent assistance	\$ 513.00
999.1112.000 UNITED WAY	UNITED WAY	\$ 24.00
999.1112.000 UNITED WAY	UNITED WAY	\$ 666.15
999.1112.000 UNITED WAY	UNITED WAY	\$ 24.00
999.1112.000 UNITED WAY	UNITED WAY	\$ 666.15
999.1112.000 UNITED WAY	UNITED WAY	\$ 666.15
999.1112.000 UNITED WAY	UNITED WAY	\$ 24.00
001.1010.5151.000 UPHDM OCCUPATIONAL MEDICINE	July paid medical claims	\$ 1,152.00
001.4030.5565.000 VANWALL EQUIPMENT INC	mower v-belt	\$ 175.16
110.2010.5565.000 VANWALL EQUIPMENT INC	Street dept #70 air filters	\$ 93.49
184.5030.5242.000 Walker, Angela	Rent assistance	\$ 309.00
110.2010.5776.000 Walsh Door & Hardware Co	PWB menas restroom partitions	\$ 2,212.50
690.8050.5776.000 Walsh Door & Hardware Co	PWB menas restroom partitions	\$ 737.50
184.5030.5242.000 Weatherly, Erin & Bob	Rent assistance	\$ 562.00
184.5030.5242.000 Weatherly, Erin & Bob	Rent assistance	\$ 306.00
001.6012.5463.000 Webb, Carol	Relocation assistance per contract	\$ 6,949.50
363.2010.5617.000 White Cap	65lb sikacrete concrete	\$ 264.95
184.5030.5242.000 White, Amalia	Rent assistance	\$ 311.00
001.4040.5358.000 Wickham, Michael	Classes 9/03-10/07	\$ 490.00
184.5030.5246.000 Wilson, Ranae	Utility assistance90324	\$ 13.00
184.5030.5246.000 Wirth, Tammy	Utility assistance90324	\$ 50.00
001.1050.5132.000 Witmer Public Safety Group Inc	Fire dept employee badge	\$ 85.70
001.1099.5482.000 WoodRiver Energy LLC	Police & Fire Bldg 11672 7/25-8/26/24	\$ 794.64
001.4010.5482.000 WoodRiver Energy LLC	Library gas #7078 7/18-8/20	\$ 115.95
001.4045.5482.000 WoodRiver Energy LLC	SWIMMING POOL 7077	\$ 3,436.95
184.5030.5242.000 Worent Inc	Rent assistance	\$ 119.00
184.5030.5242.000 Worsfold Farm LLC	Rent assistance	\$ 377.00
615.8015.5342.000 WRH Inc	WPC21001 Headworks & Digester Impro	\$ 252,696.10
001.6050.5482.000 YSS Grants Billing	Contract gas billing 50% April-June	\$ 949.41
389.1010.5230.000 YSS Grants Billing	YSS MPACT Services	\$ 12,656.45
TOTAL		\$ 1,702,811.91



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

TO: CIVIL SERVICE COMMISSION

FROM: MICHAEL W. TUPPER, CHIEF OF POLICE
CHRIS JONES, POLICE CAPTAIN

RE: CERTIFIED HIRE LIST

POSITION: POLICE OFFICER

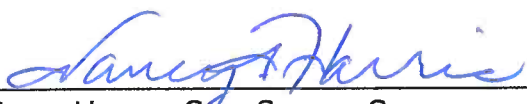
AFTER REVIEWING ALL APPLICANTS AND THEIR QUALIFICATIONS, THE FOLLOWING PERSONS WERE TESTED, INTERVIEWED AND CONSIDERED TO BEST MEET THE QUALIFICATIONS FOR THE ABOVE LISTED POSITION AND ARE RANKED BY FINAL SCORE AS FOLLOWS;

MELISSA SEAMAN	93/151
LANE KLINE	90.34/151

*VETERANS PREFERENCE

THIS LIST WILL BE VALID FOR A PERIOD NOT TO EXCEED SEPTEMBER 3, 2025.

CERTIFIED BY CIVIL SERVICE COMMISSION ON THE 3RD DAY OF SEPTEMBER 2024.



NANCY HARRIS, CIVIL SERVICE COMMISSION CHAIR

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

RESOLUTION APPROVING CONTRACT CHANGE ORDER #12 FOR THE STATE STREET RECONSTRUCTION PROJECT #STR21004, A DECREASE OF \$61,364

WHEREAS, the City of Marshalltown, Iowa, has heretofore entered into a contract with Con-Struct Inc. for the labor and material for the State Street Reconstruction Project #STR21004; and

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

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

Section 1. That the contract Change Order #12 for the State Street Reconstruction Project #STR21004, in the amount of a decrease of \$61,364 is hereby accepted and approved.

Passed this 9th day of September 2024, and signed this _____ day of September 2024.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

MARSHALLTOWN

IOWA

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

TO: Mayor Greer and City Council
FROM: Heather Thomas, Public Works Director
DATE: September 9th, 2024
RE: State Street Reconstruction (STR 21-004) _Change Order #12

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 for and construct new infrastructure & Invest in Downtown redevelopment

Recommendation: Staff recommends approval of Change Order #12 in the amount of a deduct of \$61,364.00.

Budget Impact:

Construction Costs:

Change Order #12	\$	- 61,364.00	
Change Order #11	\$	4,847.44	
Change Order #10	\$	4,423.60	
Change Order #9 (deduct)	\$	-24,608.04	
Change Order #8 (deduct)	\$	-713.45	
Change Order #7 (deduct)	\$	-59,271.38	
Change Order #6 (deduct)	\$	-33,885.00	
Change Order #5	\$	6,661.00	
Change Order #4	\$	4,230.00	
Change Order #3	\$	1,432.50	
Change Order #2 (deduct)	\$	- 16,545.60	
Change Order #1 (deduct)	\$	- 15,006.00	
Construction Base	\$	6,062,985.50	Con-Struct, Inc.
	\$	5,873,196.57	TOTAL

Funding Sources

2021 GO Bond	\$	2,575,918.00	*See Note 1
ARPA	\$	2,461,741.00	
Sanitary Sewer Enterprise Fund	\$	394,350.00	*See Note 2
MWW	\$	500,000.00	Project Contribution
MWW - Extra	\$	12,323.50	Extra (Valves/Breaks)
City Fund 030 CIP Fund	\$	25,000.00	Partial Carnegie Drain Tile
Rebuild Marshalltown Grant	\$	40,000.00	Class of 69 – Tree Fund
	\$	6,009,332.50	TOTAL

CITY COUNCIL

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



*Note 1: Per Resolution 2024-065, some of these funds may be pulled from previous 2020 GO Bond.

*Note 2: Sanitary Sewer obligation reduced by \$39,400 related to this change order.

Description/Background:

This change order includes the following:

- Decrease \$39,400: As Built Quantities related to Sanitary Sewer Items; Several items were removed from this project as replacement as we were able to line pipes with CIPP project.
- Increase \$4,645: As Built Quantities related to Storm Sewer Items; Several additional underground drain pipes were found as work progressed that were not known. These were extended and tied into the new storm sewer system.
- Decrease \$28,701: As Built Quantities related to Water Main Items; Several additional water service lines were found and some we thought were active and within our project were removed. Less ductile iron fittings and fewer temporary blow-offs were needed than originally anticipated.
- Increase \$1,652: As Built Quantities related to Electrical Items; the plans had the wrong length of electrical for what was shown.
- Increase \$440: Landscaping change – tree relocated due to potential conflict with visibility of traffic control (stop sign). Trimming tree today to make stop sign visible would not be healthy for tree and we don't have time for the tree to get taller so that trimming for sign visibility would work.

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CITY COUNCIL

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





Bolton & Menk

Change Order Details

Marshalltown - State Street

Description	State Street Reconstruction from 3rd Ave to 3rd Street
Prime Contractor	CONSTRUCT, INC.
Change Order	12
Status	Pending
Date Created	08/31/2024
Type	Local Funding
Summary	Change Order 12: Final Utility Quantities
Change Order Description	Change order 12 balances quantities of line items associated with water main, storm sewer, and sanitary sewer construction to their final as built quantity. Change order 12 also includes a new lump sump item to relocate trees that have been planted that are in conflict with traffic control.
Awarded Project Amount	\$6,062,985.50
Authorized Project Amount	\$5,934,550.57
Change Order Amount	-\$61,364.00
Revised Project Amount	\$5,873,186.57

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 1 - Description									
0021	4010-108-A-1	LF	\$100.000	1,800.000	\$180,000.00	-42.000	-\$4,200.00	1,758.000	\$175,800.00
SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, SDR 26, 8 INCH									
Reason: Sanitary main run out of K06-030 to the North was not removed and reconstructed due to it being in acceptable condition									
0022	4010-108-F-0	EA	\$4,000.000	24.000	\$96,000.00	-5.000	-\$20,000.00	19.000	\$76,000.00
SANITARY SEWER SERVICE REPLACEMENT, 6 INCH									
0024	4010-108-F-0	EA	\$7,600.000	2.000	\$15,200.00	-2.000	-\$15,200.00	0.000	\$0.00
SANITARY SEWER SERVICE REPLACEMENT, 10 INCH									
0026	4020-108-A-1	LF	\$30.000	170.000	\$5,100.00	-21.000	-\$630.00	149.000	\$4,470.00
STORM SEWER, TRENCHED, PVC, 6 INCH									
0027	4020-108-A-1	LF	\$90.000	54.000	\$4,860.00	11.000	\$990.00	65.000	\$5,850.00
STORM SEWER, TRENCHED, RCP, 12 INCH									
Reason: Additionally storm sewer run into INT - 25 that was previously unaccounted for									
0030	4020-108-A-1	LF	\$100.000	818.000	\$81,800.00	-1.000	-\$100.00	817.000	\$81,700.00
STORM SEWER, TRENCHED, RCP, 24 INCH									
0034	4020-108-A-1	LF	\$235.000	427.000	\$100,345.00	-1.000	-\$235.00	426.000	\$100,110.00
STORM SEWER, TRENCHED, RCAP, 42 INCH EQUIVALENT									

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
0036	4020-108-D-0	LF	\$15.000	3,051.000	\$45,765.00	-21.000	-\$315.00	3,030.000	\$45,450.00
REMOVAL OF STORM SEWER, RCP, 36 INCH OR LESS									
0038	4040-108-A-0	LF	\$18.000	2,519.000	\$45,342.00	107.500	\$1,935.00	2,626.500	\$47,277.00
SUBDRAIN, PVC, 6 INCH									
Reason: Additional sump pump outlets that were previously unaccounted for									
0039	4040-108-C-0	EA	\$1,000.000	9.000	\$9,000.00	1.000	\$1,000.00	10.000	\$10,000.00
SUBDRAIN CLEANOUT, TYPE A-1, 6 INCH									
Reason: Additional cleanout placed at STA 19+50 on subdrain west of RCP crossing									
0040	4040-108-D-0	EA	\$400.000	31.000	\$12,400.00	5.000	\$2,000.00	36.000	\$14,400.00
SUBDRAIN OUTLETS AND CONNECTIONS									
Reason: Additional subdrain connections that were previously unaccounted for									
0042	5010-108-A-1	LF	\$120.000	12.000	\$1,440.00	-7.000	-\$840.00	5.000	\$600.00
WATERMAIN, TRENCHED, DIP WITH NITRILE GASKETS, 4 INCH									
0043	5010-108-A-1	LF	\$70.000	604.000	\$42,280.00	-10.000	-\$700.00	594.000	\$41,580.00
WATERMAIN, TRENCHED, DIP WITH NITRILE GASKETS, 6 INCH									
0044	5010-108-A-1	LF	\$100.000	140.000	\$14,000.00	-11.000	-\$1,100.00	129.000	\$12,900.00
WATERMAIN, TRENCHED, DIP WITH NITRILE GASKETS, 10 INCH									
0045	5010-108-A-1	LF	\$135.000	2,847.000	\$384,345.00	-9.000	-\$1,215.00	2,838.000	\$383,130.00
WATERMAIN, TRENCHED, DIP WITH NITRILE GASKETS, 12 INCH									

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
0046	5010-108-A-1	LF	\$1,000.000	3.000	\$3,000.00	-3.000	-\$3,000.00	0.000	\$0.00
WATERMAIN, TRENCHED, DIP WITH NITRILE GASKETS, 16 INCH									
0047	5010-108-C-2	LB	\$16.000	4,800.000	\$76,800.00	720.000	\$11,520.00	5,520.000	\$88,320.00
FITTING, DUCTILE IRON,									
0048	5010-108-E-1	LF	\$48.000	281.000	\$13,488.00	-194.000	-\$9,312.00	87.000	\$4,176.00
WATER SERVICE PIPE, COPPER, 3/4 INCH									
0049	5010-108-E-1	LF	\$50.000	89.000	\$4,450.00	-14.500	-\$725.00	74.500	\$3,725.00
WATER SERVICE PIPE, COPPER, 1 INCH									
0050	5010-108-E-1	LF	\$53.000	73.000	\$3,869.00	-73.000	-\$3,869.00	0.000	\$0.00
WATER SERVICE PIPE, COPPER, 1 1/4 INCH									
0051	5010-108-E-1	LF	\$70.000	33.000	\$2,310.00	17.000	\$1,190.00	50.000	\$3,500.00
WATER SERVICE PIPE, COPPER, 2 INCH									
Reason: Additional water service that was assumed to be a different size									
0052	5010-108-E-1	LF	\$200.000	32.000	\$6,400.00	11.000	\$2,200.00	43.000	\$8,600.00
WATER SERVICE PIPE, PVC, 3 INCH									
Reason: Additional water service that was assumed to be a different size									
0053	5010-108-E-1	LF	\$150.000	19.000	\$2,850.00	21.000	\$3,150.00	40.000	\$6,000.00
WATER SERVICE PIPE, PVC, 4 INCH FIRE PROTECTION									
Reason: Additional fire service that was assumed to be a different size									

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
0054	5010-108-E-1	LF	\$160.000	157.000	\$25,120.00	10.000	\$1,600.00	167.000	\$26,720.00
WATER SERVICE PIPE, PVC, 6 INCH FIRE PROTECTION									
Reason: Additional fire service									
0055	5010-108-E-3	EA	\$900.000	35.000	\$31,500.00	-20.000	-\$18,000.00	15.000	\$13,500.00
WATER SERVICE CURB STOP AND BOX									
0057	5020-108-A-0	EA	\$2,400.000	10.000	\$24,000.00	5.000	\$12,000.00	15.000	\$36,000.00
VALVE, GATE, 6 INCH									
Reason: Additional fire services									
0061	5020-108-E-0	EA	\$2,000.000	21.000	\$42,000.00	-8.000	-\$16,000.00	13.000	\$26,000.00
FLUSHING DEVICE (TEMPORARY BLOWOFF HYDRANT)									
0062	5020-108-F-0	EA	\$600.000	5.000	\$3,000.00	-5.000	-\$3,000.00	0.000	\$0.00
VALVE BOX ADJUSTMENT									
0063	5020-108-G-0	EA	\$1,000.000	2.000	\$2,000.00	-2.000	-\$2,000.00	0.000	\$0.00
VALVE BOX REPLACEMENT									
0065	5020-108-J-0	EA	\$600.000	35.000	\$21,000.00	-1.000	-\$600.00	34.000	\$20,400.00
VALVE REMOVAL									
0136	12030-108-X-1	LF	\$14.000	226.000	\$3,164.00	118.000	\$1,652.00	344.000	\$4,816.00
ELECTRICAL CONDUIT, OPEN CUT, HDPE OR PVC, 2-INCH									
Reason: Incorrectly quantified in plan set									

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
31 items			Totals		\$1,302,828.00		-\$61,804.00		\$1,241,024.00

New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 1 - Description					
8070	13010-108-A	LS	1.000	\$440.000	\$440.00
'LUMP SUM' ITEM: Tree Relocations					
Reason: Tree relocations					
1 item					Total: \$440.00

Signatures

Agreed -



Contractor

Date:

9/3/24

Recommended -

Gregory Brounard

Date:

9/3/2024

Project Engineer

Approved -

Date:

City

**RESOLUTION APPROVING CONTRACT CHANGE ORDER #13, CHANGE IN
COMPLETION DATE, FOR THE STATE STREET RECONSTRUCTION PROJECT
#STR21004**

WHEREAS, the City of Marshalltown, Iowa, has heretofore entered into a contract with Con-Struct Inc. for the labor and material for the State Street Reconstruction Project #STR21004; and

WHEREAS, a change in completion date is required to complete the project.

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

Section 1. That the contract Change Order #13 for the State Street Reconstruction Project #STR21004, to create and extend a Milestone Completion Date of September 20, 2024 is accepted and approved.

Passed this 9th day of September 2024, and signed this _____ day of September 2024.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

MARSHALLTOWN

IOWA

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

TO: Mayor Greer and City Council
FROM: Heather Thomas, Public Works Director
DATE: September 9th, 2024
RE: State Street Reconstruction (STR 21-004) _Change Order #13

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 for and construct new infrastructure & Invest in Downtown redevelopment

Recommendation:

Staff recommends approval of Change Order #13 related to the establishment of a Milestone Completion Date.

Budget Impact:

Construction Costs:

Change Order #13	\$	0.00	
Change Order #12	\$	- 61,364.00	
Change Order #11	\$	4,847.44	
Change Order #10	\$	4,423.60	
Change Order #9 (deduct)	\$	-24,608.04	
Change Order #8 (deduct)	\$	-713.45	
Change Order #7 (deduct)	\$	-59,271.38	
Change Order #6 (deduct)	\$	-33,885.00	
Change Order #5	\$	6,661.00	
Change Order #4	\$	4,230.00	
Change Order #3	\$	1,432.50	
Change Order #2 (deduct)	\$	- 16,545.60	
Change Order #1 (deduct)	\$	- 15,006.00	
Construction Base	\$	6,062,985.50	Con-Struct, Inc.
	\$	5,873,196.57	TOTAL

CITY COUNCIL

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Mark Mitchell, Greg Nichols, Jeff Schneider, Gary Thompson



Funding Sources

2021 GO Bond	\$ 2,575,918.00	*See Note 1
ARPA	\$ 2,461,741.00	
Sanitary Sewer Enterprise Fund	\$ 394,350.00	*See Note 2
MWW	\$ 500,000.00	<i>Project Contribution</i>
MWW - Extra	\$ 12,323.50	<i>Extra (Valves/Breaks)</i>
City Fund 030 CIP Fund	\$ 25,000.00	<i>Partial Carnegie Drain Tile</i>
Rebuild Marshalltown Grant	\$ 40,000.00	<i>Class of 69 – Tree Fund</i>
	\$ 6,009,332.50	TOTAL

*Note 1: Per Resolution 2024-065, some of these funds may be pulled from previous 2020 GO Bond.

*Note 2: Sanitary Sewer obligation reduced by \$39,400 related to this change order.

Description/Background:

This change order is in relation to the completion date for this project. The Contractor has requested an extension due to wet weather this year.

The contract substantial completion date is August 31st, 2024 with readiness for final payment must be achieved by October 11th, 2024. Contract provisions prohibited winter work; therefore the 3rd Section of the project (from west of 1st St to between Center and 1st Ave) was started in 2024.

2024 saw above average rainfall, which did impact construction. The contract was a calendar day working contract; therefore, it is typical to only consider extending completion related to weather delays if weather delays were above what most would consider “normal” or “expected”. A review of historical data from 2000-2024 resulted in the following days where rainfall exceeded ¼ of an inch:

Historical Rainfall Data	>0.25"
March	1.5
April	4
May	6
June	6
July	5
August	4
Total # of Historic Rain Days	26.5

A review of each day this year whether the Contractor was able to work on the schedule controlling operation (such as water main, sewer, paving, etc.) resulted in 36 days where Con—Struct was unable to perform and make progress on the controlling operation. *[This does not mean they were not on-site, in fact, many times they were pumping water to help dry the site out faster so work could resume sooner.]*

- Analysis indicates that it was 9.5 days (36-26.5) wetter than what would be considered expected.

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In addition, additional work was added to the project that became a controlling operation schedule item. These included:

- 16-inch water main relocation (controlled operation for 4-days)
- Carnegie Foundation Drain (controlled operation for 1-day)

There were also other impacts to the project that were outside of the Contractor's control, such as a water-main break on site, several water-main breaks off-site that likely resulted from operating valves on this project, valves not working to shut down the water main so waiting on live insertion or line stops to be installed so work could continue, etc. These are in addition to some of the additional efforts that the city asked of the Contractor to provide, shift, and maintain a pedestrian crossing through near Center St that were above what was detailed in the plans. Some of these items didn't take a full day or maybe impacted the project as Con-Struct utilized resources scheduled for this project to assist MWW that are harder to quantify. In my professional opinion and based on years of experience in administering construction contracts, I did not see any blatant delay or lack of effort by the Contractor in completing this construction. We were also able to maintain access to business throughout construction, which does delay the project. I understand the public and adjacent business owners' frustration in the length of time this project is taking – but I also know from many of those discussions, that many don't understand the complexity of some of the underground work (especially water main) that was involved in this project. They also mentioned "they didn't see anyone working" but may not have realized that Con-Struct was a block away and the sequencing of some of the utility work didn't allow the next controlling operation to start yet.

I believe in being firm but fair to contractors when considering whether to make a recommendation to Council to enforce (or attempt to) charge liquidated damages in relation to failure to meet completion dates. Now that some of the utility sequencing is complete and we are on to paving, Con-Struct has had two crews out here pushing to the finish line, and they have committed to continuing that until the project is complete. I evaluated what I perceive to be the largest priorities; these include:

1. Opening the Center Street Intersection (in the north/south direction)
2. Opening the 1st Street Intersection (in the north/south direction)
3. Re-establishing non-alley access to Parking Lot J (the lot north/behind City Centre/CGA Building)

I am recommending to add a Milestone Completion date for these priorities that is based off the original contract completion date and days outlined above related to controlling operation delays. The controlling operation days would be added based on expectation of working Monday – Friday full days and half days on Saturday with Labor Day Off. This results in:

Above normal rain day add = 9.5 working days
16-inch water main add = 4 working days
Foundation drain = 1 working day
TOTAL = 14.5 working days

With the current substantial completion date of August 31, 2024, this would result in a new Calendar Milestone Completion date of September 20th, 2024. Liquidated damages will be recommended based on whether the three priority items, [noted in blue](#), above are complete. An equivalent day extension would result in readiness for final payment by October 31st, 2024 (with future extension depending on discussion item related to Parking Lot T).

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Mark Mitchell, Greg Nichols, Jeff Schneider, Gary Thompson





Bolton & Menk

Change Order Details

Marshalltown - State Street

Description	State Street Reconstruction from 3rd Ave to 3rd Street
Prime Contractor	CONSTRUCT, INC.
Change Order	13
Status	Pending
Date Created	09/03/2024
Type	Local Funding
Summary	Change Order 13: Time Limits
Change Order Description	Adjustment of the substantial completion date from 8/31/2024 to milestone completion date of 9/20/2024.
Awarded Project Amount	\$6,062,985.50
Authorized Project Amount	\$5,934,550.57
Change Order Amount	\$0.00
Revised Project Amount	\$5,934,550.57

E - Contract time adjustment:

Changing of the substantial completion date due to multiple reasons. Addition of 4 extra days for work on existing 16" water main that was outside of the original scope of the project. The work included lowering the 16" water main to avoid conflict with the proposed storm sewer and addition of extra line stops in order to turn off the existing water main. 1 additional day for the waterproofing added to City Hall foundation that was outside of the original contract.

When evaluating historical data from the past 24 years there was an average 26.5 days with greater than 0.25" of precipitation during the period of construction this year. It was determined that any precipitation event with an amount greater than 0.25" caused the job site to shut down due to poor conditions. This year there have been 36 days that met this criteria where the contractor could not work due to poor job site conditions. This equates to 9.5 additional days due to excessive rainfall.

Additional work and amount of days with rainfall above average historical data equates to 14.5 additional days added to the original substantial completion date.

Time Limit Changes

Type	Original Deadline	Current Deadline	Pending Extension	Pending Deadline
Completion Date	08/31/2024	08/31/2024	20.0 Days	09/20/2024
Substantial Completion				
Reason: Rain & Additional Work				
1 time limit				

Signatures
Agreed -  Date: 9/3/24
Contractor

Recommended - Gregory Brownard Date: 9/3/2024
Project Engineer

Approved - _____ Date: _____
City

**RESOLUTION APPROVING CONTRACT CHANGE ORDER #6 FOR THE
MARSHALLTOWN DOWNTOWN REVITALIZATION-FAÇADE IMPROVEMENTS
PROJECT #ECO 21-001, A DECREASE OF \$8,922.00 AND CHANGE IN
COMPLETION DATE**

WHEREAS, the City of Marshalltown, Iowa, has heretofore entered into a contract with Cornerstone Commercial Contractor, Inc, for the labor and material for the Downtown Façade Improvements Project #ECO 21-001; and

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

WHEREAS, a change in the completion date is recommended.

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

Section 1. That the contract Change Order #6 for the Downtown Façade Improvements Project #ECO 21-001 in the decreased amount of \$8,922.00 and change in completion date is hereby accepted and approved.

Passed this 9th day of September 2024, and signed this _____ day of September, 2024.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

MARSHALLTOWN

IOWA

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

TO: Mayor Greer and City Council
FROM: Heather Thomas, Public Works Director (*assisting with Community Development Director duties*)
DATE: September 9, 2024
RE: Marshalltown Downtown Revitalization Change Order #6 – Façade Improvements (ECO 21-002)

Strategic Plan:

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

Plan Objective:

Invest in Downtown redevelopment & Reduce Blight

Recommendation:

Approve Change Order #6 in the amount of a deduct of \$8,922.00 and completion date extension.

Budget Impact:

This is a decrease in expenses; the project budget is still fully funded. The project budget (*For Information Only*) is shown below:

EXPENSES			
Description	Vendor	Amount	Notes
Engineering Contract	RDG	*\$ 120,000.00	*Plus reimbursable expenses; 2021-293 (10/25/21)
Reimbursables and Misc Permits	Varies	\$ 10,000.00	<i>estimated</i>
Grant Administration Contract	Region 6	\$ 20,000.00	02/22/22
Engineering Contract Amendment 1	RDG	\$ 5,375.00	2022-063 (03/14/22)
Asbestos Inspection Contract	Impact 7G	\$ 4,000.00	04/17/22
Engineering Contract Amendment 2	RDG	\$ 4,850.00	2022-124 (05/09/22)
Construction Contract Base w/ Change Order 1	Cornerstone	\$ 989,457	2023-087 (04/24/23)
Engineering Contract Amendment 3	RDG	\$ 10,980.00	2023-108 (05/22/23)
Engineering Contract Amendment 4	RDG	- \$ 2,520.00	2024-003 (01/08/24)
Change Order 2 (B3)	Cornerstone	\$ 1,628.00	PR 10/COR 8; paint siding
Change Order 2 (B2 & B3)	Cornerstone	\$ 40,854.00	PR 11; replace 2 nd story windows
Change Order 2 (B5 & B6)	Cornerstone	\$ 1,925.00	PR 12; install window weeps

CITY COUNCIL

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Change Order 2 (B3)	Cornerstone	\$ 25,740.00	PR 14/COR 11; replace transom
Change Order 2 (B6)	Cornerstone	\$ 1,171.00	PR 16 / COR 15; additional framing needs
Change Order 2 (B5)	Cornerstone	\$ 1,293.00	PR 17 / COR 16; additional wall stabilization Need
Change Order 2 (B6)	Cornerstone	\$ 1,293.00	PR 17 / COR 17; additional wall stabilization Need
Change Order 2 (B7)	Cornerstone	\$ 907.00	PR 901; flashing repair
Change Order 3 (B8)	Cornerstone	\$ 8,555.00	PR 8: signage and exterior lighting
Change Order 4 (B5)	Cornerstone	\$ 41,251.00	COR 19: additional roofing scope
Change Order 5 (B5)	Cornerstone	\$ 16,107.00	COR 21: additional roofing scope
Pending Change Order 6 (B3 and B5)	Cornerstone	- \$ 8,922.00	COR 22: roofing wood decking; SOV adjustment for lighting; date change
TOTAL		\$ 1,293,944.00	

REVENUE			
Description	Vendor	Amount	Notes
IEDA DTR Grant Fund (CDBG)	IEDA	\$ 500,000.00	
IEDA DTR Grant Fund (CDBG)	IEDA	- \$ 27,288.00	Deduct due to certain aspects not proceeding – must maintain const @36.85% max
Rebuild Marshalltown Grant Fund	Rebuild	\$ 200,000.00	
LOST, Council-Designated for City Match	City	\$ 500,000.00	2020-281 (10/12/20); <i>Not to exceed</i>
LOST, Council-Designated for 21 & 23 W Main Street (Owner Share + 100% Alternates)	City	\$ 200,000.00	2023-086 (04/24/23); <i>Not to exceed</i>
20% Private Property Owner Share for B2 & B3_Contract Base	Property Owner	\$ 47,964.00	
20% Private Property Owner Share for B7_Contract Base	Property Owner	\$ 14,720.00	
20% Private Property Owner Share for B8_Contract Base	Property Owner	\$ 25,034.00	
Change Order 2 for B7 (20% Owner)	Property Owner	\$ 181.40	
Change Order 2 (B2 & B3) – 20% Private Property Owner Share	Property Owner	\$ 13,644.40	
Change Orders 2 & 4 (B5 & B6)	City (Property Owner)	<i>Included in above City share</i>	

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Change Order 3 for B8 (Private Property Owner Share)	Property Owner	\$ 5,344.60	100% Property Owner for Sign; 20% Property Owner share for modification for sign install and lighting
Refund of Property Owner Share – Related to CO6 CO Deduct		- \$420.00	Deduct related to SOV change for lighting, B3
TOTAL		\$ 1,479,180.40	

Description/Background:

Change Order 6 includes the following:

- Completion Date Change. Recommend 65-day increase, which puts Substantial Completion Date at 09/30/24. This extension is warranted based on the extra work that was approved in Change Orders 2, 4, and 5 related to replacing windows on Building 3 and the extra roofing work on Building 5. Previous change orders did not extend the completion date formally as we needed concurrence on the extension from IEDA first. We've received concurrence on the extension through the end of the month to have all construction complete.
- BLDG 3: The schedule of values for the base bid indicated \$2,100 related to lighting on the building. Upon further review of the alternates that were not accepted, that items should not have been included in the base bid, as it was a part of Alternate #3 that did not proceed.
- BLDG 5: Change Orders 4 and 5 increased the scope of roof repairs to 21 W Main related to the parapet walls and damage. Upon roof membrane tear-off, we determined a portion of the wood deck was still in good condition – which was a part of the base bid. That portion of work (\$6,822) was removed from the contract.

Overall Project Background: This project stemmed from the desire to improve blight, especially following the 2018 Marshalltown Tornado and the 2020 Derecho. This construction work is limited to the front facades (and in some cases, where authorized, the side façade or the roof) of several buildings within the targeted area. The building included in this project are:

ADDRESS	Building #	Notes
13-15 S CENTER	1	Owner dropped this project; no work will proceed. <i>(Pentz Appliance)</i>
14, 16, 18 N CENTER	2	Joann Struebing – 3 Side Facades
1 W MAIN ST	3	Joann Struebing – 1 Front Facades <i>(currently Staging 2 Sell It)</i>
Dropped/not used	4	
21 W MAIN	5	Currently under city ownership.
23 W MAIN	6	Currently under city ownership. <i>(formerly Mi Casa)</i>
25 W MAIN	7	<i>(Smoking G's)</i>
14 W MAIN	8	Melinda Uitermarkt <i>(Stepping Stone's)</i>

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CITY COUNCIL

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



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CHANGE ORDER

PROJECT

Downtown Façade Improvements
Marshalltown, Iowa

ARCHITECT

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

CONTRACT

For: General Construction
Date: April 24, 2023

CONTRACTOR

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

CHANGE ORDER

Change Order: 6
Date: August 27, 2024

OWNER

City of Marshalltown
24 North Center Street
Marshalltown, IA 50158

THE CONTRACT IS CHANGED AS FOLLOWS:

=	change the Date of Substantial Completion	N/A	\$	-
=	Bldg 3: adjust schedule of values: delete item 3k (Alt #3)	Deduct	\$	(2,100.00)
Change Order Req 22	Bldg 5: adjust quantity wood deck replacement (COR 19)	Deduct	\$	(6,822.00)

TOTAL	\$	(8,922.00)
-------	----	------------

The original Contract Sum was

\$ 1,153,023.00

The net change by previously authorized Change Orders

Deduct \$ (22,842.00)

The Contract Sum prior to this Change Order was

\$ 1,130,181.00

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

\$ (8,922.00)

The new Contract Sum including this Change Order will be

\$ 1,121,259.00

The Contract time will be adjusted in days

Add 65

The new date of Substantial Completion will be

9/30/2024

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

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

RDG Planning & Design

ARCHITECT



(Signature)

Scotney Fenton, AIA
Project Manager

(Printed name and title)

August 26, 2024

(Date)

RDG: 3005.009.00

Cornerstone Commercial Contractr.

CONTRACTOR

Jason
Kentner

Digitally signed by
Jason Kentner
Date: 2024.08.26
14:46:07 -05'00'

(Signature)

Owner
Jason Kentner, owner

(Printed name and title)

08-26-2024

(Date)

City of Marshalltown, Iowa

OWNER

(Signature)

Mayor or designee

(Printed name and title)

(Date)

CONTINUATION PAGE

Page 3 of 5

PROJECT: Marshalltown Downtown Façade
Downtown Façade Improvements

APPLICATION #: 8
DATE OF APPLICATION: 07/26/2024
PERIOD THRU: 07/26/2024
PROJECT #s: Marshalltown

Payment Application containing Contractor's signature is attached.

A	B	C	D	E	F	G		H	I
ITEM #	WORK DESCRIPTION	SCHEDULED AMOUNT	COMPLETED WORK		STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)	% COMP. (G / C)	BALANCE TO COMPLETION (C-G)	RETAINAGE (If Variable)
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
3c	Window rehab	\$32,550.00	\$32,550.00	\$0.00	\$0.00	\$32,550.00	100%	\$0.00	
3d	Mail slot	\$1,200.00	\$1,200.00	\$0.00	\$0.00	\$1,200.00	100%	\$0.00	
3e	Painting	\$21,500.00	\$20,425.00	\$1,075.00	\$0.00	\$21,500.00	100%	\$0.00	
3f	New storm windows	\$25,727.00	\$25,727.00	\$0.00	\$0.00	\$25,727.00	100%	\$0.00	
3g	Carpentry	\$14,000.00	\$14,000.00	\$0.00	\$0.00	\$14,000.00	100%	\$0.00	
3h	Asbestos	\$3,740.00	\$3,740.00	\$0.00	\$0.00	\$3,740.00	100%	\$0.00	
3i	Misc materials	\$4,500.00	\$4,500.00	\$0.00	\$0.00	\$4,500.00	100%	\$0.00	
3j	Performance bond	\$4,000.00	\$4,000.00	\$0.00	\$0.00	\$4,000.00	100%	\$0.00	
3k	Allowance #3 light fixtures	\$2,100.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$2,100.00	
3l	General conditions, overhead and	\$36,670.00	\$33,003.00	\$3,667.00	\$0.00	\$36,670.00	100%	\$0.00	
3m	CO #2 PR #10 paint existing	\$1,628.00	\$0.00	\$0.00	\$0.00	\$1,628.00	100%	\$0.00	
3n	CO #2 PR #11 replace windows	\$106,898.00	\$106,898.00	\$0.00	\$0.00	\$106,898.00	100%	\$0.00	
3o	CO #2 PR #11 deduct window	(\$27,000.00)	(\$27,000.00)	\$0.00	\$0.00	(\$27,000.00)	100%	\$0.00	
3p	CO #2 PR #11 deduct new storm	(\$25,727.00)	(\$25,727.00)	\$0.00	\$0.00	(\$25,727.00)	100%	\$0.00	
3q	CO #2 PR #14 new siding at	\$25,740.00	\$25,740.00	\$0.00	\$0.00	\$25,740.00	100%	\$0.00	
5	Building #5 21 W Main	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
5a	Demo	\$3,150.00	\$3,150.00	\$0.00	\$0.00	\$3,150.00	100%	\$0.00	
5b	Masonry	\$34,875.00	\$33,131.25	\$0.00	\$0.00	\$33,131.25	95%	\$1,743.75	
5c	Carpentry	\$42,612.00	\$38,350.80	\$0.00	\$0.00	\$38,350.80	90%	\$4,261.20	
5d	Painting	\$5,200.00	\$5,200.00	\$0.00	\$0.00	\$5,200.00	100%	\$0.00	
5e	New windows/storms	\$13,963.00	\$13,963.00	\$0.00	\$0.00	\$13,963.00	100%	\$0.00	
5f	Roofing	\$92,000.00	\$0.00	\$0.00	\$65,000.00	\$65,000.00	71%	\$27,000.00	
5g	Skylights	\$19,542.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$19,542.00	
5h	Misc materials	\$21,440.00	\$19,296.00	\$0.00	\$0.00	\$19,296.00	90%	\$2,144.00	
5i	Performance bond	\$4,000.00	\$4,000.00	\$0.00	\$0.00	\$4,000.00	100%	\$0.00	
5j	Allowance #2 glazed tile	\$19,000.00	\$18,050.00	\$0.00	\$0.00	\$18,050.00	95%	\$950.00	
5k	General conditions, overhead and	\$76,735.00	\$38,367.50	\$0.00	\$0.00	\$38,367.50	50%	\$38,367.50	
5l	CO #1 PR #4 add rehab dor #5	\$6,647.00	\$6,647.00	\$0.00	\$0.00	\$6,647.00	100%	\$0.00	
5m	CO #2 PR #12 weeps at lintels	\$962.50	\$962.50	\$0.00	\$0.00	\$962.50	100%	\$0.00	
	SUB-TOTALS	\$648,167.50	\$479,255.40	\$6,175.65	\$65,000.00	\$550,431.05	85%	\$97,736.45	

ITEM 3k WAS PART OF ALTERNATE #3
HOWEVER THIS ALTERNATE WAS DECLINED

RECEIVED
08/08/2024
RDG

Cornerstone

Commercial Contractors

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

COR # 22

Aug 8th, 2024

Reference: COR #19

Cornerstone Commercial Contractors, Inc. would like to request a change order to be issued for Building #5 credit for not replacing entire wood deck

Labor and material for not replacing approximately 1200SF of roof decking	\$ 6,202.00
G/C 10%	\$ 620.00
Total Credit	<\$ 6,822.00>

Total Change Order <\$ 6,822.00>

Thank You,

Jason Kentner
Project Manager / Owner

Owner Signature: _____

**RESOLUTION ORDERING CONSTRUCTION OF THE 6TH STREET TRAIL
PROJECT #TRL18002, 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 6th Street Trail Project, in the City of Marshalltown, Iowa, as is fully set forth in the plans and specifications for Project No TRL18002; 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 6th Street Trail Project in the City of Marshalltown, Iowa, which public improvement is fully and particularly described in the plans and specifications for Project No. TRL18002, 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 6th Street Trail 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 September 23, 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 October 8, 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 October 14, 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 9th day of September 2024, and signed this _____ day of September 2024.

CITY OF MARSHALLTOWN, IOWA

Joel 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 27, 2024
RE: Order Construction – 6TH Street Trail Project, TRL18002

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

Recommendation: Staff recommends approving the Resolution ordering construction of the 6th Street Trail Project, TRL18002.

Background: This project includes the construction of trail from the old 6th Street bridge and future Linn Creek District Trailhead, through the NE corner of the American Legion Golf Course, connecting to the already existing trail in the Creekside development, new trail behind Wayward Social connecting to the trail behind the Crosby Place, and a new trail to the Freedom Rock in the American Legion parking lot.

Budget Impact: This project will be funded with 364 funds.

Attachment: None

CITY COUNCIL

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



SECTION 00100 - NOTICE TO BIDDERS

6th Street Trail
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 October 8, 2024, in the office of the City 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 October 14, 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 substantially complete before July 1, 2025, with Final payment ready on or before August 15, 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 1519 Baltimore Drive, Ames, IA 50010. Complete digital project bidding documents are available at www.bolton-menk.com or www.questcdn.com. Bidding documents are also available on the City's website at www.marshalltown-ia.gov. You may view the digital plan documents for free by entering QuestCDN Project #93606444 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: Construction of a PCC trail. Total trail is approximately 1,750 SY built in three sections. The project also contains clearing and grubbing, stormwater improvements, pavement markings, fence construction, and associated erosion control measures.

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

Alicia Hunter
City Clerk

CITY OF MARSHALLTOWN

CONSTRUCTION PLANS FOR

6TH STREET TRAIL

CITY OF MARSHALLTOWN PROJECT NO: TRL 18-002
AUGUST 2024

GOVERNING SPECIFICATIONS

THE 2024 EDITION OF THE "IOWA STATEWIDE URBAN SPECIFICATIONS FOR PUBLIC IMPROVEMENTS" AND CITY OF MARSHALLTOWN SPECIFICATIONS.

MUTCD 2023 AS ADOPTED BY THE 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 38-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA."

RESOURCE LIST

CITY OF MARSHALLTOWN:

CITY HALL
24 N CENTER STREET
MARSHALLTOWN, IA 50158
(641)-754-5701

MAYOR:
JOEL GREER

CITY COUNCIL MEMBERS:
GARY THOMPSON
BARRY KELL
JEFF SCHNEIDER
MIKE LADEHOFF
MARK MITCHELL
GREG NICHOLS
MELISA FONSECA

PUBLIC WORKS DIRECTOR:
HEATHER THOMAS

PARK & REC DIRECTOR:
GEOFF HUBBARD

UTILITIES:

GAS
ALLIANT ENERGY
ALLIANT ENERGY FIELD ENGINEER
(800)-255-4268

TELEPHONE
CENTURYLINK
SADIE HULL
(918)-547-0147

LOCAL:
MARSHALLTOWN WATER WORKS
ZACH MAXFIELD
(641)-753-7913

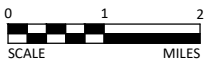
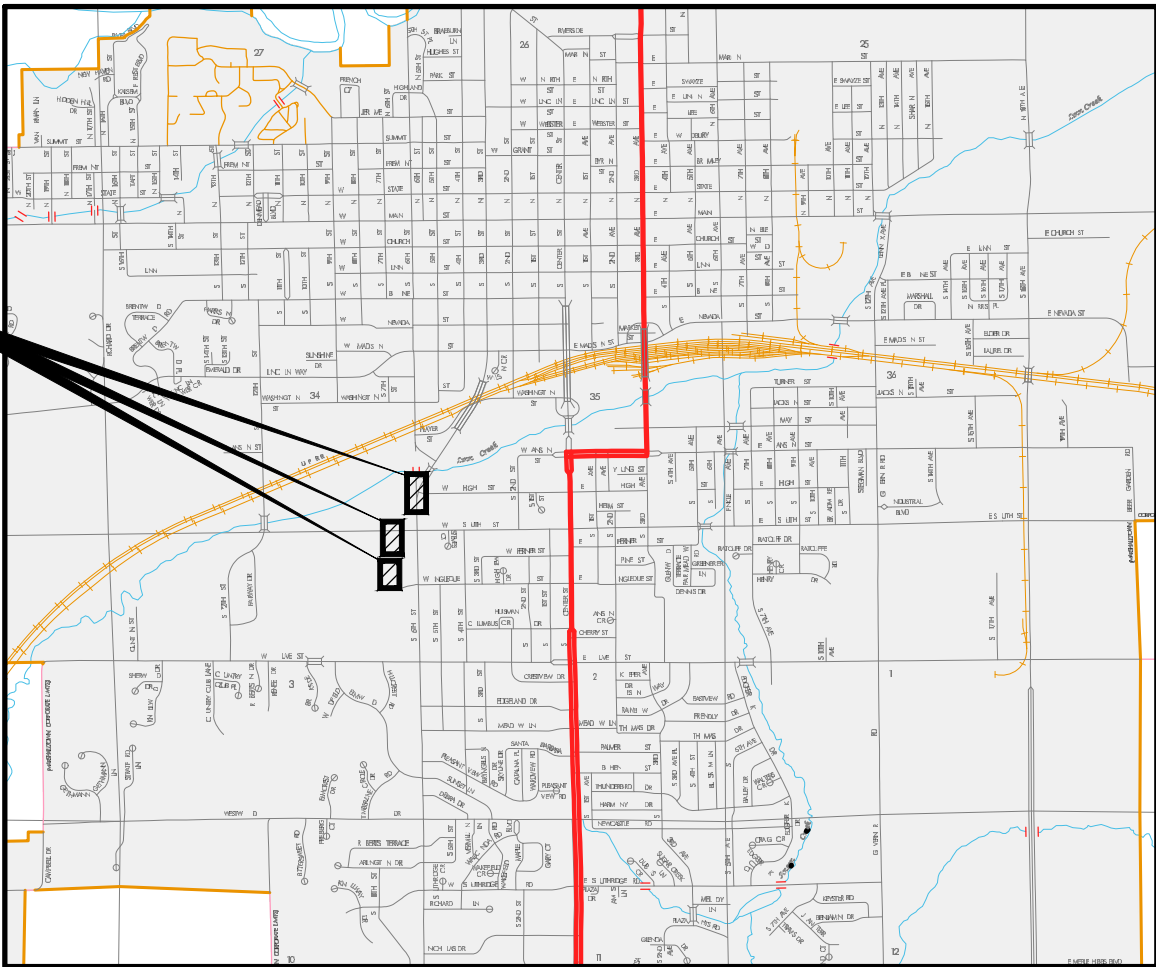
CITY OF MARSHALLTOWN SEWER
TROY MCGAHUEY
(641)-751-9608

CABLE / INTERNET
MEDIACOM
CURT HODGES
(515)-669-3647

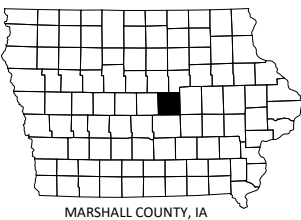
HEART OF IOWA VENTURES
JAY DUNCAN
(641)-486-2211

ELECTRIC
CITY OF MARSHALLTOWN
DAVID DEEMER (641)-754-5734

PROJECT LOCATION



MAP OF THE
CITY OF MARSHALLTOWN
MARSHALL COUNTY, IA



INDEX OF SHEETS	
SHEET NUMBER	SHEET TITLE
A.01	TITLE SHEET
A.02	LEGEND
A.03	PROJECT OVERVIEW
B.01	TYPICAL SECTIONS & DETAILS
C.01	QUANTITIES & ESTIMATE REFERENCE INFO
D.01	PLAN & PROFILE - FREEDOM ROCK CONNECTION
D.02 - D.04	PLAN & PROFILE - W SOUTH STREET CONNECTION
D.05 - D.06	PLAN & PROFILE - LINN CREEK CONNECTION
F.01 - F.02	REMOVALS - W SOUTH STREET CONNECTION
F.03	REMOVALS - LINN CREEK CONNECTION
G.01	REFERENCES & BENCHMARKS
H.01	EASEMENTS & RIGHT OF WAY - FREEDOM ROCK CONNECTION
H.02 - H.03	EASEMENTS & RIGHT OF WAY - W SOUTH STREET & LINN CREEK
H.04	EASEMENTS & RIGHT OF WAY - LINN CREEK CONNECTION
J.01	TEMPORARY TRAFFIC CONTROL - LINN CREEK CONNECTION
J.02	TEMPORARY TRAFFIC CONTROL - FREEDOM ROCK CONNECTION
M.01	PLAN & PROFILE - W SOUTH STREET CONNECTION CULVERT
N.01	PAVEMENT MARKINGS & SIGNAGE - FREEDOM ROCK MARKINGS
N.02	PAVEMENT MARKINGS & SIGNAGE - SITE SIGNAGE
RR.01	EROSION CONTROL - FREEDOM ROCK CONNECTION
RR.02 - RR.03	EROSION CONTROL - W SOUTH STREET CONNECTION
RR.04	EROSION CONTROL - LINN CREEK CONNECTION
S.01	SIDEWALKS - TRAIL CONNECTIONS
W.01	CROSS SECTIONS - FREEDOM ROCK CONNECTION
W.02 - W.05	CROSS SECTIONS - W SOUTH STREET CONNECTION
W.06 - W.07	CROSS SECTIONS - LINN CREEK CONNECTION

REVIEWED & APPROVED *Heather Thomas* DATE: 09/04/24
PUBLIC WORKS DIRECTOR

	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.
	<i>Jessica M. B. Fisher</i>
	JESSICA M. B. FISHER, P.E.
	LICENSE NUMBER: P19947 DATE: 9/3/24
	MY LICENSE RENEWAL DATE IS 12/31/2025 PAGES OR SHEETS COVERED BY THIS SEAL: ALL SHEET LISTED IN INDEX



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

DESIGNED	REV	DESCRIPTION	DATE
RHH			
RHH			
JMBF			
BIMI PROJ. NO.			
A13.116486			

CITY OF MARSHALLTOWN, IOWA
6TH STREET TRAIL
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)

HATCH PATTERNS

	5 IN PCC TRAIL		SEEDING / DISTURBED AREA
	5 IN PCC SIDEWALK		EXISTING PAVEMENT

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 38-02, 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	RT	RIGHT
ADJ	ADJUST	HDPE	HIGH DENSITY POLYETHYLENE	SAN	SANITARY SEWER
ALT	ALTERNATE	HH	HANDHOLE	SCH	SCHEDULE
B-B	BACK TO BACK	HMA	HOT MIX ASPHALT	SERV	SERVICE
BLDG	BUILDING	HP	HIGH POINT	SHLD	SHOULDER
BMP	BEST MANAGEMENT PRACTICE	HWL	HIGH WATER LEVEL	STA	STATION
BR	BEGIN RADIUS	HYD	HYDRANT	STD	STANDARD
BV	BUTTERFLY VALVE	I	INVERT	STM	STORM SEWER
CB	CATCH BASIN	K	CURVE COEFFICIENT	TC	TOP OF CURB
C&G	CURB AND GUTTER	L	LENGTH	TE	TEMPORARY EASEMENT
CIP	CAST IRON PIPE	LO	LOWEST OPENING	TEMP	TEMPORARY
CIPP	CURED-IN-PLACE PIPE	LP	LOW POINT	TNH	TOP NUT HYDRANT
CL	CENTER LINE	LT	LEFT	TP	TOP OF PIPE
CL	CLASS	MH	MANHOLE	TYP	TYPICAL
CMP	CORRUGATED METAL PIPE	MIN	MINIMUM	VCP	VITRIFIED CLAY PIPE
C.O.	CHANGE ORDER	MPW	MUSCATINE POWER & WATER	VERT	VERTICAL
COMM	COMMUNICATION	MR	MID RADIUS	VPC	VERTICAL POINT OF CURVE
CSP	CORRUGATED STEEL PIPE	NIC	NOT IN CONTRACT	VPI	VERTICAL POINT OF INTERSECTION
CLVT	CULVERT	NMC	NON-METALLIC CONDUIT	VPT	VERTICAL POINT OF TANGENT
DIA	DIAMETER	NTS	NOT TO SCALE	WM	WATERMAIN
DIP	DUCTILE IRON PIPE	NWL	NORMAL WATER LEVEL	WS	WATER SERVICE
DWY	DRIVEWAY	OHW	ORDINARY HIGH WATER LEVEL		
E	EXTERNAL CURVE DISTANCE	PC	POINT OF CURVE		
ESMT	EASEMENT	PCC	PORTLAND CEMENT CONCRETE	AC	ACRES
ELEC	ELECTRIC	PE	PERMANENT EASEMENT	CF	CUBIC FEET
ELEV/EL	ELEVATION	PED	PEDESTRIAN, PEDESTAL	CV	COMPACTED VOLUME
EOF	EMERGENCY OVERFLOW	PERF	PERFORATED PIPE	CY	CUBIC YARD
ER	END RADIUS	PERM	PERMANENT	EA	EACH
EX	EXISTING	PI	POINT OF INTERSECTION	EV	EXCAVATED VOLUME
FES	FLARED END SECTION	PL	PROPERTY LINE	LB	POUND
F-F	FACE TO FACE	PRC	POINT OF REVERSE CURVE	LF	LINEAR FEET
FF	FINISHED FLOOR	PT	POINT OF TANGENT	LS	LUMP SUM
F&I	FURNISH AND INSTALL	PVC	POLYVINYL CHLORIDE PIPE	LV	LOOSE VOLUME
FM	FORCEMAIN	PVMT	PAVEMENT	SF	SQUARE FEET
FO	FIBER OPTIC	R	RADIUS	SV	STOCKPILE VOLUME
F.O.	FIELD ORDER	RCP	REINFORCED CONCRETE PIPE	SY	SQUARE YARD
GRAN	GRANULAR	RET	RETAINING		
GRAV	GRAVEL	R/W	RIGHT-OF-WAY		
GU	GUTTER	RSC	RIGID STEEL CONDUIT		



**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
RHH			
RHH			
JMBF			
BIMI PROJ. NO.			
A13.116486			

CITY OF MARSHALLTOWN, IOWA

6TH STREET TRAIL

LEGEND

SHEET

A.02



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0 80 160
HORIZ. SCALE FEET



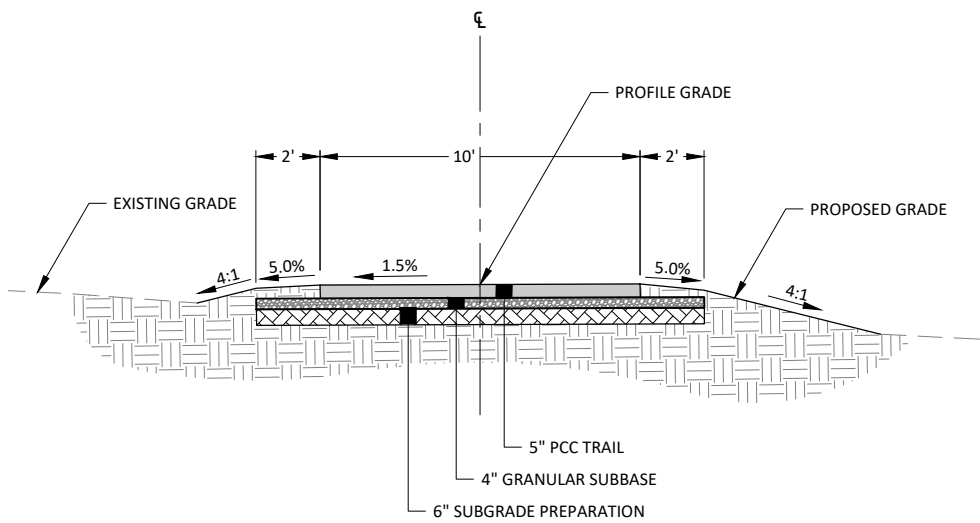
1519 BALTIMORE DRIVE
AMES, IOWA 50010
Phone: (515) 233-6100
Email: Ames@bolton-menk.com
www.bolton-menk.com

DESIGNED	REV	DESCRIPTION	DATE
RHH			
DRAWN			
RHH			
CHECKED			
JMBF			
BIMI PROJ. NO.			
A13.116486			

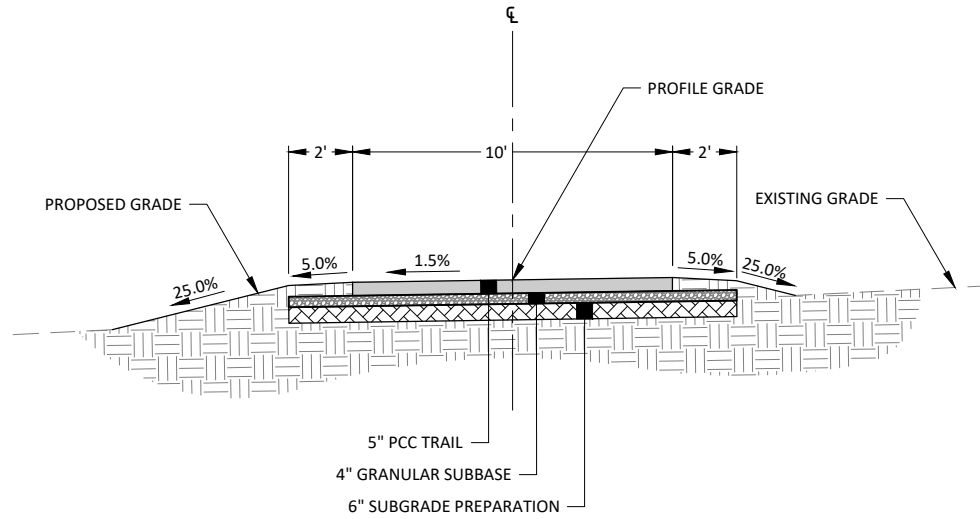
CITY OF MARSHALLTOWN, IOWA
6TH STREET TRAIL
PROJECT OVERVIEW

SHEET
A.03

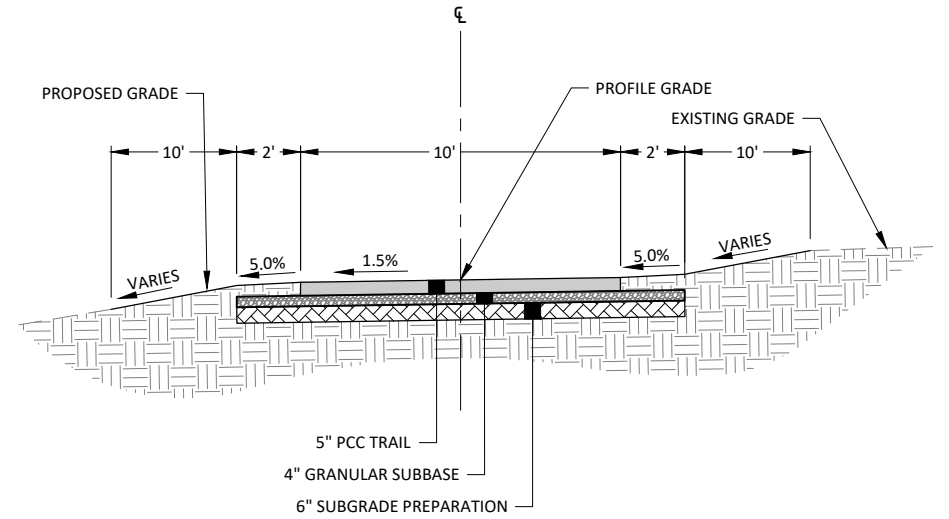
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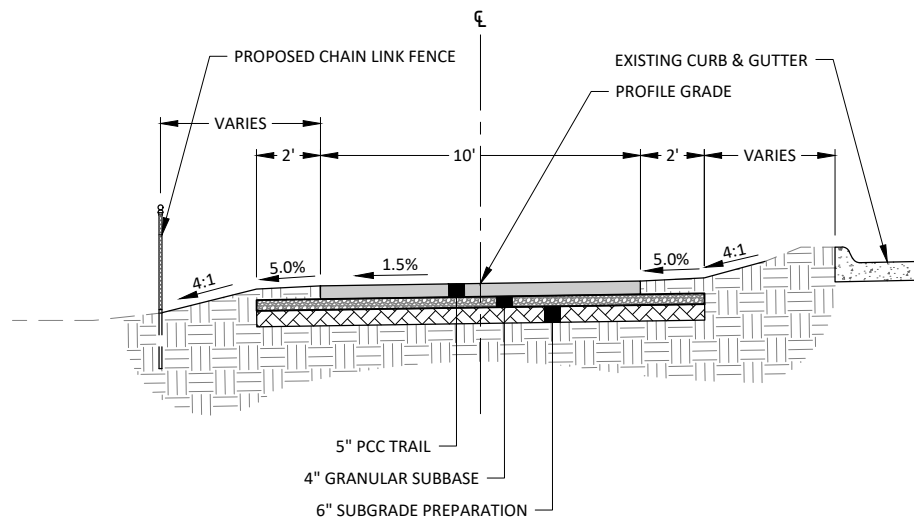
1
B.01 5 IN PCC TRAIL TYPICAL SECTION
FREEDOM ROCK CONNECTION (STA 100+00 - 101+83.88)
NOT TO SCALE



2
B.01 5 IN PCC TRAIL TYPICAL SECTION
W SOUTH STREET CONNECTION (STA 200+00 - 202+00)
(STA 206+25 - 207+98.19)
NOT TO SCALE

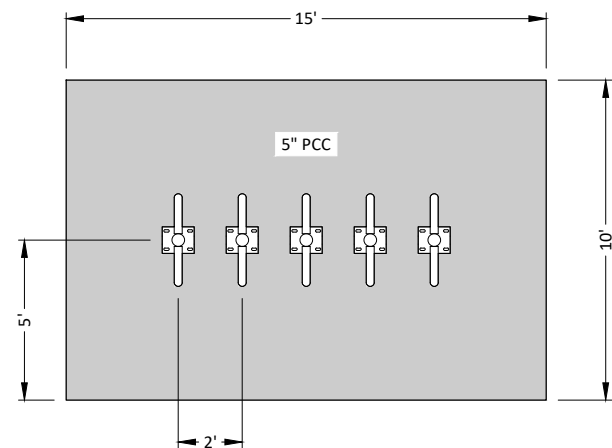


3
B.01 5 IN PCC TRAIL TYPICAL SECTION
W SOUTH STREET CONNECTION (STA 202+00 - 206+25)
NOT TO SCALE



- NOTES:
- CHAIN LINK FENCE INSTALLATION FROM 300+16.12 TO 302+06.76
 - PROPOSED CHAIN LINK FENCE TO BE INSTALLED IMMEDIATELY AFTER REMOVAL OF EXISTING FENCE
 - SEE SUDAS FIGURE 9060.101 & 9060.102 FOR ADDITIONAL INFORMATION ON CHAIN LINK FENCE & GATE CONSTRUCTION

4
B.01 5 IN PCC TRAIL TYPICAL SECTION
LINN CREEK CONNECTION (STA 300+00.00 - 305+65.00)
NOT TO SCALE



- NOTES:
- QUANTIFIED AS 5" PCC TRAIL

5
B.01 BICYCLE PARKING
FREEDOM ROCK CONNECTION
NOT TO SCALE



1519 BALTIMORE DRIVE
AMES, IOWA 50010
Phone: (515) 233-6100
Email: Ames@bolton-menk.com
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DESIGNED	REV	DESCRIPTION	DATE
RHH			
RHH			
JMBF			
BIMI PROJ. NO.			
A13.116486			

CITY OF MARSHALLTOWN, IOWA
6TH STREET TRAIL
TYPICAL SECTIONS & DETAILS

SHEET
B.01

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ESTIMATED PROJECT QUANTITIES					
ITEM NO.	ITEM CODE	ITEM	UNIT	QUANT	AS BUILT QUANT.
1	2010-108-C-0	CLEARING AND GRUBBING	LS	1	
2	2010-108-D-1	TOPSOIL, ON-SITE	CY	974	
3	2010-108-E-0	EXCAVATION, CLASS 10	CY	750	
4	2010-108-G-0	SUBGRADE PREPARATION	SY	2428	
5	2010-108-I-0	SUBBASE, GRANULAR, 4 IN	SY	2428	
6	2010-108-L-0	COMPACTION TESTING	LS	1	
7	3010-108-D-0	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL	CY	50	
8	4030-108-A-1	PIPE CULVERT, TRENCHED, RCP, 15 IN	LF	24	
9	4030-108-B-0	PIPE APRON, RCP, 15 IN	EA	2	
10	6010-108-E-0	MANHOLE ADJUSTMENT, MINOR	EA	1	
11	7010-108-I-0	PCC PAVEMENT SAMPLES AND TESTING	LS	1	
12	7030-108-C-0	TRAIL, PCC, 5 IN	SY	1750	
13	7030-108-E-0	SIDEWALK, PCC, 4 IN	SY	6	
14	7040-108-H-0	PAVEMENT REMOVAL	SY	68	
15	8020-108-B-0	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE	STA	1.5	
16	8020-108-M-0	GROOVES CUT FOR PAVEMENT MARKINGS	STA	1.5	
17	8040-108-X-X	TRAFFIC SIGNS	EA	11	
18	8030-108-A-0	TEMPORARY TRAFFIC CONTROL	LS	1	
19	9010-108-B-0	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING	LS	1	
20	9040-108-D-1	FILTER SOCK OR FILTER SOCK FOR DITCH CHECK, 9 IN	LF	1800	
21	9040-108-D-2	FILTER SOCK OR FILTER SOCK FOR DITCH CHECK, REMOVAL	LF	1800	
22	9040-108-J-0	RIP RAP, CLASS D	TON	3.5	
23	9040-108-O-1	STABILIZED CONSTRUCTION ENTRANCE	SY	64	
24	9060-108-A-0	CHAIN LINK FENCE, GENERAL, 72 IN	LF	190	
25	9060-108-B-0	GATES, GENERAL, 72 IN, 5 FT	EA	2	
26	9060-108-E-0	REMOVAL OF FENCE	LF	220	
27	11010-108-A-1	CONSTRUCTION SURVEY	LS	1	
28	11010-108-B-1	MONUMENT PRESERVATION AND REPLACEMENT	LS	1	
29	11020-108-A-1	MOBILIZATION	LS	1	
30	11050-108-A-0	CONCRETE WASHOUT	LS	1	
31	12010-108-X-8	BIKE RACK	EA	5	

ESTIMATE REFERENCE INFORMATION		
ITEM NO.	ITEM CODE	DESCRIPTION
1	2010-108-C-0	CLEARING AND GRUBBING THIS BID ITEM SHALL BE DEFINED BY SUDAS SECTION 2010. SEE PLANS FOR THE LOCATIONS OF CLEARING AND GRUBBING. ANY MINOR GRUBBING OPERATIONS ENCOUNTERED DURING CONSTRUCTION SHALL BE INCIDENTAL TO THIS ITEM, INCLUDING, BUT NOT LIMITED TO, MATURE VEGETATION, ROOTS, OR OTHER LARGE AREAS OF ORGANIC MATERIALS. ITEMS REMOVED SHALL BE BACKFILLED WITH SUITABLE MATERIAL.
2	2010-108-D-1	TOPSOIL, ON-SITE THIS BID ITEM SHALL BE DEFINED BY SUDAS SECTION 2010. THIS ITEM SHALL BE FOR ALL AREAS OF THE SITE REQUIRING TOPSOIL RESPREAD TO A DEPTH OF 8 INCHES. TOPSOIL SHALL BE LEFT IN A PREPARED SEEDBED CONDITION. THE ENGINEER SHALL REVIEW THE PLACEMENT OF THE TOPSOIL FOR ACCEPTANCE PRIOR TO SEEDING. PAYMENT OF THIS QUANTITY SHALL BE PLAN QUANTITY BASED ON 8 INCH TOPSOIL STRIP. TOPSOIL STRIPPED AND NOT NEEDED FOR RESPREAD SHALL BE WASTED ON SITE.
3	2010-108-E-0	EXCAVATION, CLASS 10 THIS BID ITEM SHALL BE DEFINED BY SUDAS SECTION 2010. OVERHAUL WILL NOT BE MEASURED FOR PAYMENT BUT SHALL BE CONSIDERED INCIDENTAL TO THIS ITEM. PAYMENT SHALL BE PER PLAN QUANTITY. A 20% SHRINKAGE FACTOR WAS ASSUMED FOR FILL CALCULATIONS. THE CONTRACT UNIT PRICE SHALL BE FULL COMPENSATION TO PROVIDE EXCAVATION AND FILL AS REQUIRED BY THE CONTRACT DOCUMENTS TO THE GRADES SHOWN ON THE PLANS AND STAKED IN THE FIELD BY THE OWNER OR ENGINEER. SUMMARY OF EARTHWORK QUANTITIES: CUT = 433.7 CY FILL (UNADJUSTED) = 624.9 CY FILL +20% = 749.9 CY BORROW = 316.2 CY THE ENGINEER'S QUANTITY ESTIMATE FOR EXCAVATION IS BASED ON PROPOSED FINISH SITE ELEVATIONS PRIOR TO TOPSOIL RESPREAD. THE QUANTITY DOES NOT INCLUDE OVER-EXCAVATION OR FILL RESULTING FROM ANY UNSUITABLE SOIL CONDITIONS. THE BID PRICE FOR THIS ITEM SHALL REFLECT THE CONTRACTOR'S OWN ESTIMATION OF EARTHWORK BASED UPON INFORMATION PROVIDED. FILL SOIL SHALL BE COMPACTED TO 95% MAXIMUM STANDARD PROCTOR WITHIN PAVEMENT AREAS AND SHALL BE WITHIN -1 TO +4% OF OPTIMUM MOISTURE CONTENT.
4	2010-108-G-0	SUBGRADE PREPARATION THIS BID ITEM SHALL BE DEFINED BY SUDAS SECTION 2010. REFER TO TYPICAL SECTIONS FOR DEPTH AND LOCATION.
5	2010-108-I-0	SUBBASE, GRANULAR, 4 IN THIS BID ITEM SHALL BE DEFINED BY SUDAS SECTION 2010 AND THE SUPPLEMENTAL SPECIFICATIONS. MEASUREMENT AND PAYMENT SHALL BE PER SQUARE YARD OF THE AREA OF THE PROPOSED PAVEMENT UNDER WHICH SUBBASE IS PROVIDED, PLUS 2 FEET ON EACH SIDE.
6	2010-108-L-0	COMPACTION TESTING THIS BID ITEM SHALL BE DEFINED BY SUDAS SECTION 2010. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPACTION TESTING.
7	3010-108-D-0	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL THIS BID ITEM SHALL BE DEFINED BY SUDAS SECTION 3010. OVERHAUL WILL NOT BE MEASURED FOR PAYMENT BUT SHALL BE CONSIDERED INCIDENTAL TO THIS ITEM. REMOVE AND REPLACE UNSUITABLE OR UNSTABLE MATERIAL WITH CLASS 10 AS DIRECTED BY THE ENGINEER. METHOD OF MEASUREMENT AND BASIS OF PAYMENT SHALL BE FIELD MEASURED IN CUBIC YARDS. QUANTITY HAS BEEN PROVIDED AS AN ESTIMATE TO ESTABLISH A UNIT PRICE. UNSUITABLE/UNSTABLE MATERIAL WILL BE DETERMINED DURING CONSTRUCTION. NO PAYMENT WILL BE MADE FOR REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL WITHOUT PRIOR APPROVAL OF THE ENGINEER.
8	4030-108-A-1	PIPE CULVERT, TRENCHED, RCP, 15 IN THIS BID ITEM SHALL BE DEFINED BY SUDAS SECTION 4030 AND THE SUPPLEMENTAL SPECIFICATIONS.

9	4030-108-B-0	PIPE APRON, RCP, 15 IN THIS BID ITEM SHALL BE DEFINED BY SUDAS SECTION 4030. PIPE APRON GUARD AND APRON FOOTING SHALL BE INCLUDED IN THIS ITEM.
10	6010-108-E-0	MANHOLE ADJUSTMENT, MINOR THIS BID ITEM SHALL BE DEFINED BY SUDAS SECTION 6010 AND THE SUPPLEMENTAL SPECIFICATIONS. CONTRACTOR SHALL FIELD VERIFY THAT THIS ADJUSTMENT CAN BE MADE WITH A MINOR ADJUSTMENT. CONTRACTOR TO NOTIFY ENGINEER IF A MAJOR ADJUSTMENT WILL BE NECESSARY.
11	7010-108-I-0	PCC PAVEMENT SAMPLES AND TESTING THIS BID ITEM SHALL BE DEFINED BY SUDAS SECTION 7010 AND THE SUPPLEMENTAL SPECIFICATIONS. ALL REQUIRED TESTING PER THE SUPPLEMENTAL SPECIFICATIONS IS INCLUDED IN THIS ITEM. CONTRACTOR TO PROVIDE ALL SAMPLING AND TESTING BY IN INDEPENDENT TESTING LABORATORY.
12	7030-108-C-0	TRAIL, PCC, 5 IN THIS BID ITEM SHALL BE DEFINED BY SUDAS SECTION 7030 AND THE SUPPLEMENTAL SPECIFICATIONS. MIX STRENGTH SHALL BE 4,000 PSI. CONCRETE SHALL BE CLASS C WITH MATERIALS COMPLYING WITH SECTION 7010. COARSE AGGREGATE SHALL BE CLASS 2 DURABILITY OR BETTER. THIS ITEM SHALL INCLUDE THE BIKE PARKING PAD. CONCRETE REQUIRED FOR THE STRUCTURE BOXOUT SHALL BE INCIDENTAL TO THIS ITEM. ALL REQUIRED TESTING PER THE SUPPLEMENTAL SPECIFICATIONS IS INCLUDED IN THIS ITEM.
13	7030-108-E-0	SIDEWALK, PCC, 4 IN THIS BID ITEM SHALL BE DEFINED BY SUDAS SECTION 7030 AND THE SUPPLEMENTAL SPECIFICATIONS.
14	7040-108-H-0	PAVEMENT REMOVAL THIS BID ITEM SHALL BE DEFINED BY SUDAS SECTION 7040.
15	8020-108-B-0	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE THIS BID ITEM SHALL BE DEFINED BY SUDAS SECTION 8020 AND THE SUPPLEMENTAL SPECIFICATIONS. COORDINATE ALL MARKINGS WITH THE PUBLIC WORKS STREET SUPERINTENDENT. PAINT MARKINGS SHALL BE CALIBRATED TO THE CITY'S STANDARD MARKING SPACING AND WIDTHS. THE PAINT STRIPE REMOVAL REQUIRED AS SHOWN ON THE PLANS SHALL BE INCIDENTAL TO THIS ITEM.
16	8020-108-M-0	GROOVES CUT FOR PAVEMENT MARKINGS THIS BID ITEM SHALL BE DEFINED BY SUDAS SECTION 8020.
17	8040-108-X-X	TRAFFIC SIGNS THIS BID ITEM SHALL BE DEFINED BY SUDAS SECTION 8040. ALL SIGNAGE SHALL COMPLY WITH THE CURRENT EDITION OF THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD). BICYCLE SIGNS SHALL COMPLY WITH CHAPTER 9B AND TABLE 9B-1 OF THE MUTCD. POST SHALL BE 2-INCH SQUARE TELSPAR, 14 GAUGE, OR APPROVED EQUAL. PAYMENT SHALL BE PER EACH SIGN PROPERLY INSTALLED INCLUDING POSTS.
18	8030-108-A-0	TEMPORARY TRAFFIC CONTROL THIS BID ITEM SHALL BE DEFINED BY SUDAS SECTION 8030. THE CONTRACTOR SHALL FURNISH AND MAINTAIN ALL TRAFFIC CONTROL DEVICES REQUIRED FOR THE PROJECT DURATION. TRAFFIC CONTROL SHALL COMPLY WITH THE CURRENT VERSION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND STANDARD ROAD PLANS REFERENCED IN THE PLANS. ALL TRAFFIC CONTROL DEVICES SHALL BE PROPERLY LOCATED, MAINTAINED, AND KEPT CLEAN AND LEGIBLE BY THE CONTRACTOR. THIS ITEM INCLUDES ALL ITEMS SPECIFIED IN THE TC STANDARD ROAD PLANS. ANY SPECIALTY SIGNS REQUIRED SHALL BE INCLUDED IN THIS ITEM.
19	9010-108-B-0	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING THIS BID ITEM SHALL BE DEFINED BY SUDAS SECTION 9010 AND THE SUPPLEMENTAL SPECIFICATIONS. SEEDING SHALL BE INSTALLED WITHIN THE GRADING LIMITS. TYPE 1 URBAN SEED MIX SHALL BE INSTALLED. BASED ON THE MODELED GRADING LIMITS, AN ESTIMATED 0.5 ACRES WILL NEED TO BE SEEDED. PAYMENT SHALL BE LUMP SUM.
20	9040-108-D-1	FILTER SOCK OR FILTER SOCK FOR DITCH CHECK, 9 IN THIS BID ITEM SHALL BE DEFINED BY SUDAS SECTION 9040. INSTALL AT THE LOCATIONS AS SHOWN ON THE PLANS. SEE SUDAS FIGURE 9040.102 FOR ADDITIONAL INFORMATION. PAYMENT SHALL BE PER LINEAR FOOT AND SHALL INCLUDE MAINTENANCE.
21	9040-108-D-2	FILTER SOCK OR FILTER SOCK FOR DITCH CHECK, REMOVAL THIS BID ITEM SHALL BE DEFINED BY SUDAS SECTION 9040.
22	9040-108-J-0	RIP RAP, CLASS D THIS BID ITEM SHALL BE DEFINED BY SUDAS SECTION 9040 AND THE SUPPLEMENTAL SPECIFICATIONS.
23	9040-108-O-1	STABILIZED CONSTRUCTION ENTRANCE THIS BID ITEM SHALL BE DEFINED BY SUDAS SECTION 9040. MAINTENANCE SHALL BE INCLUDED IN THIS ITEM.
24	9060-108-A-0	CHAIN LINK FENCE, GENERAL, 72 IN THIS BID ITEM SHALL BE DEFINED BY SUDAS SECTION 9060. EXISTING FENCE TO BE REMOVED AND NEW FENCE TO BE INSTALLED BY CONTRACTOR PRIOR TO CONSTRUCTION. FENCE SHALL BE INSTALLED IMMEDIATELY AFTER THE REMOVAL OF THE EXISTING FENCE. INSTALL AT THE LOCATIONS SHOWN IN THE PLANS.
25	9060-108-B-0	GATES, GENERAL, 72 IN, 5 FT THIS BID ITEM SHALL BE DEFINED BY SUDAS SECTION 9060. GATES SHALL BE INSTALLED AT THE SAME TIME AS THE PROPOSED FENCE AT THE LOCATIONS SHOWN ON THE PLANS. EXISTING FENCE TO BE REMOVED AND NEW FENCE TO BE INSTALLED BY CONTRACTOR PRIOR TO CONSTRUCTION.
26	9060-108-E-0	REMOVAL OF FENCE THIS BID ITEM SHALL BE DEFINED BY SUDAS SECTION 9060. MEASUREMENT WILL BE IN LINEAR FEET OF FENCE REMOVED, MEASURED ALONG THE BOTTOM OF FENCE FABRIC, INCLUDING LENGTH OF GATES. EXISTING FENCE TO BE REMOVED AND NEW FENCE TO BE INSTALLED BY CONTRACTOR PRIOR TO CONSTRUCTION.
27	11010-108-A-1	CONSTRUCTION SURVEY THIS BID ITEM SHALL BE DEFINED BY SUDAS SECTION 11,010. IT SHALL INCLUDE ALL DETAILED SURVEY AND STAKING NECESSARY FOR COMPLETION OF THE PLANS. THIS ITEM INCLUDES BUT IS NOT LIMITED TO STAKING AND RE-STAKING OF EASEMENTS, ROW, UTILITY IMPROVEMENTS, AND GRADING. ANY INTERPOLATION OR ADDITIONAL CALCULATIONS NECESSARY SHALL BE CONSIDERED INCIDENTAL. PARTIAL PAYMENTS WILL BE MADE BASED UPON THE AMOUNT OF WORK COMPLETED AS A PERCENTAGE OF THE ORIGINAL CONTRACT LUMP SUM.
28	11010-108-B-1	MONUMENT PRESERVATION AND REPLACEMENT THIS ITEM SHALL BE DEFINED BY SUDAS SECTION 11,010. THIS ITEM INCLUDES THE PRESERVATION AND ANY NEEDED REPLACEMENTS OF ANY PROPERTY PINS MOVED, REMOVED, OR DAMAGED BY THE CONSTRUCTION PROJECT. WORK MUST BE COMPLETED BY A LAND SURVEYOR LICENSED IN THE STATE OF IOWA. PROTECT OR REMOVE PINS AS SHOWN ON THE PLANS AND REPLACE IF NEEDED. REFER TO SHEET G.01 FOR PROPERTY CORNER INFORMATION. METHOD OF MEASUREMENT AND BASIS OF PAYMENT SHALL BE LUMP SUM.
29	11020-108-A-1	MOBILIZATION THIS BID ITEM SHALL BE DEFINED BY SUDAS SECTION 11,020. IT SHALL INCLUDE, BUT NOT BE LIMITED TO MOBILIZATION OF PERSONNEL, EQUIPMENT, AND SUPPLIES FOR ALL ITEMS UNDER THE CONTRACT. PARTIAL PAYMENTS WILL BE MADE AS PER SUDAS SECTION 11,020.
30	11050-108-A-0	CONCRETE WASHOUT THIS BID ITEM SHALL BE DEFINED BY SUDAS SECTION 11050. LOCATION SHALL BE APPROVED BY THE ENGINEER PRIOR TO INSTALLATION. PAYMENT SHALL BE LUMP SUM.
31	12010-108-X-8	BIKE RACK THIS BID ITEM SHALL BE DEFINED BY SUDAS SECTION 12010. THIS ITEM IS FOR THE BIKE RACK TO BE INSTALLED PER MANUFACTURER'S INSTRUCTIONS AT THE LOCATION CALLED OUT ON THE PLANS. BIKE RACKS SHALL BE CYCLESAFE PLASTISOL (CLASSIC) RACK. PAYMENT SHALL BE PER EACH BIKE RACK PROPERLY INSTALLED.

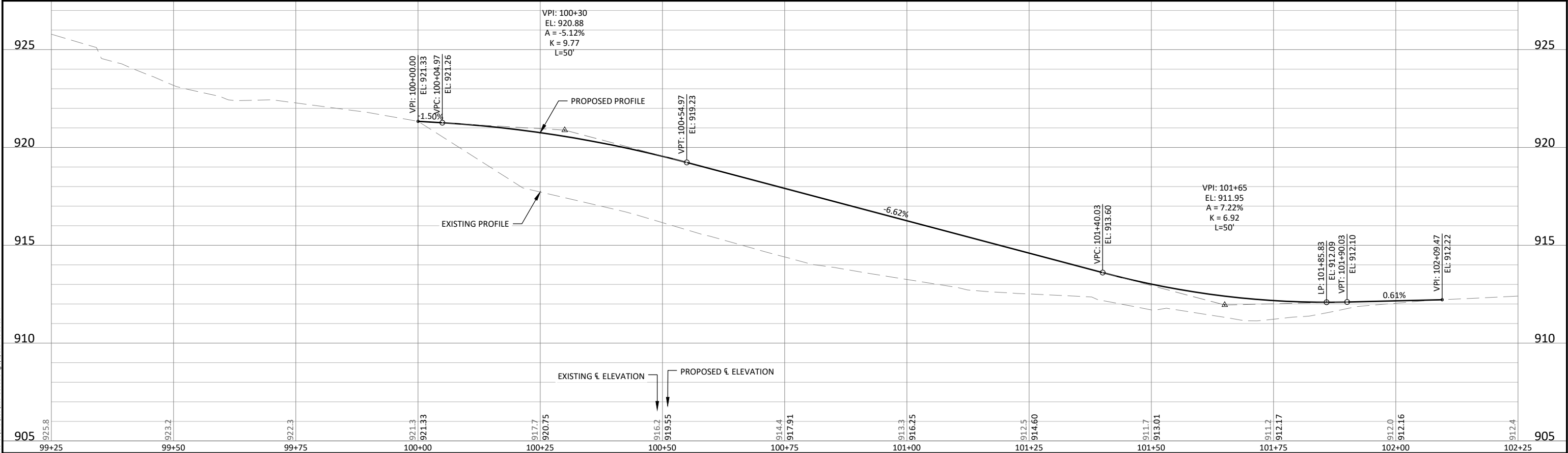
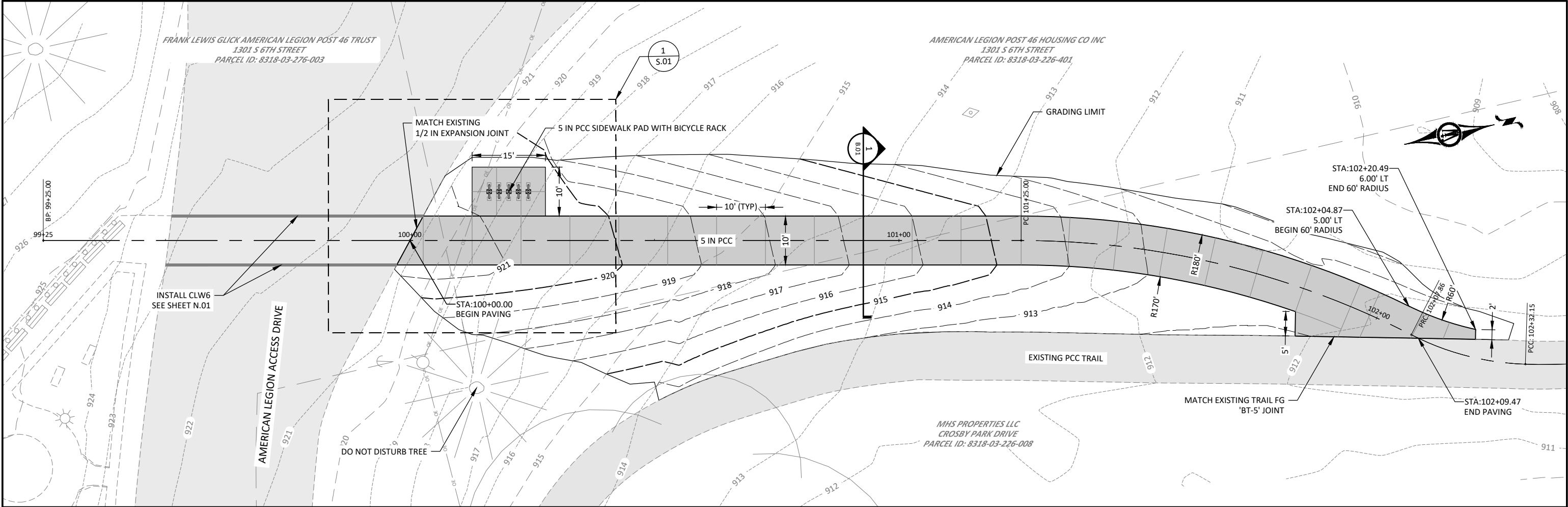


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DESIGNED	REV	DESCRIPTION	DATE
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DRAWN			
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JMBF			
BIMI PROJ. NO.			
A13.116486			

CITY OF MARSHALLTOWN, IOWA	SHEET C.01
6TH STREET TRAIL	
QUANTITIES & ESTIMATE REFERENCE INFO	



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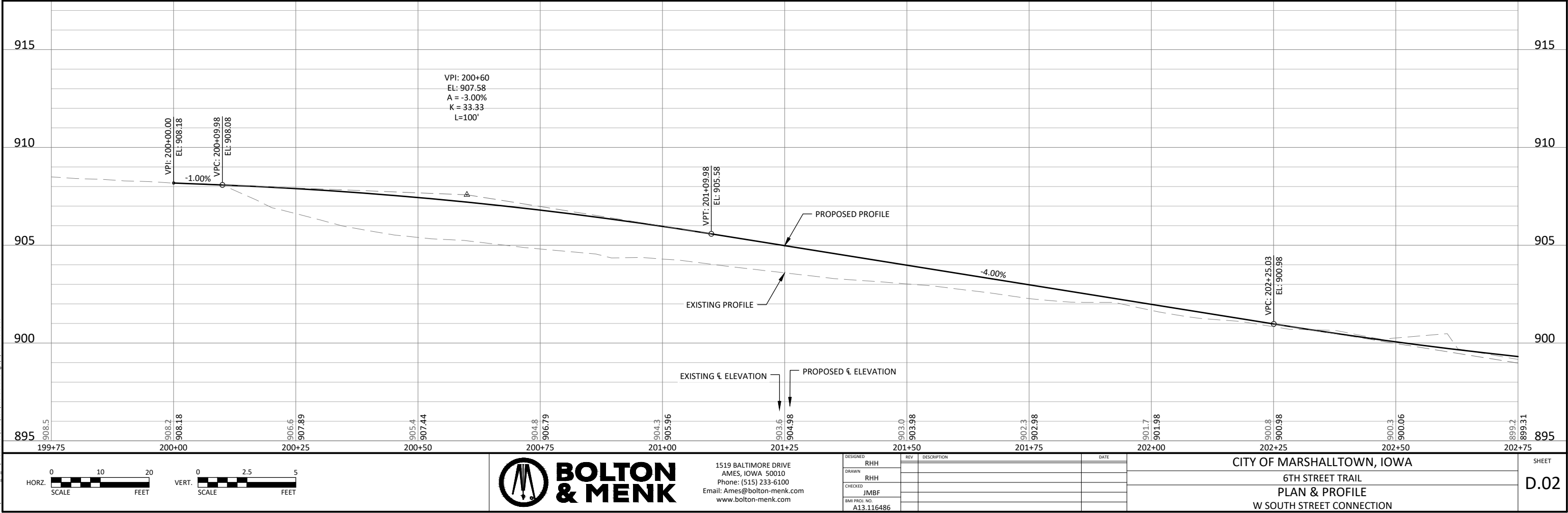
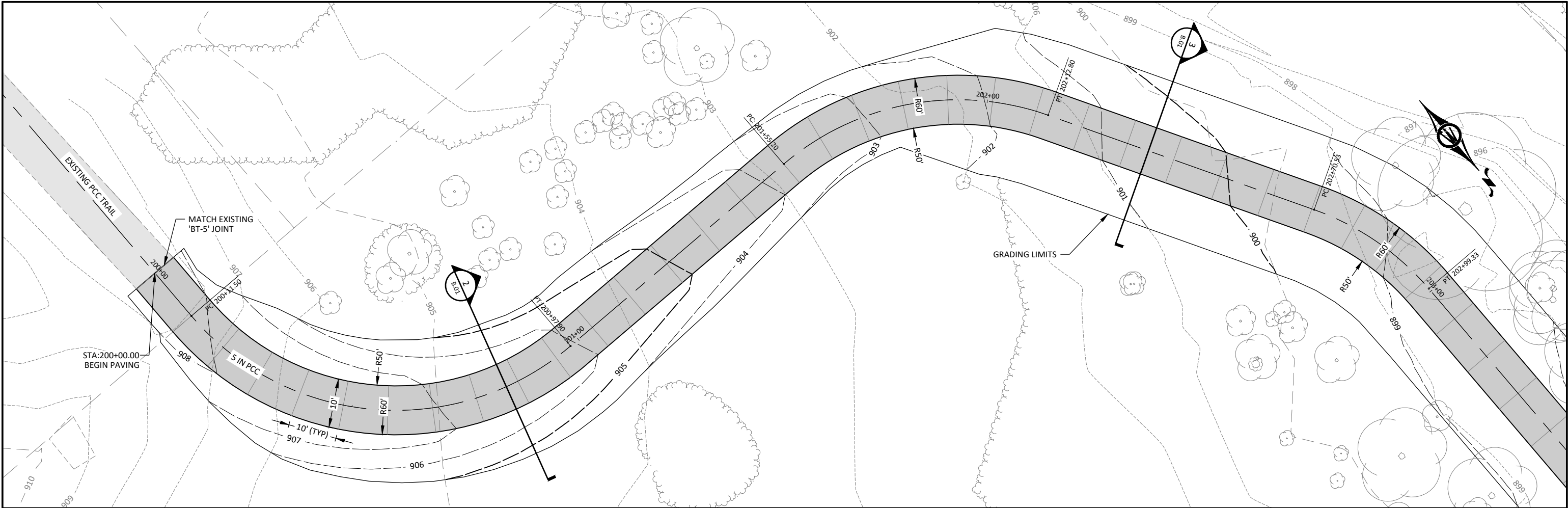


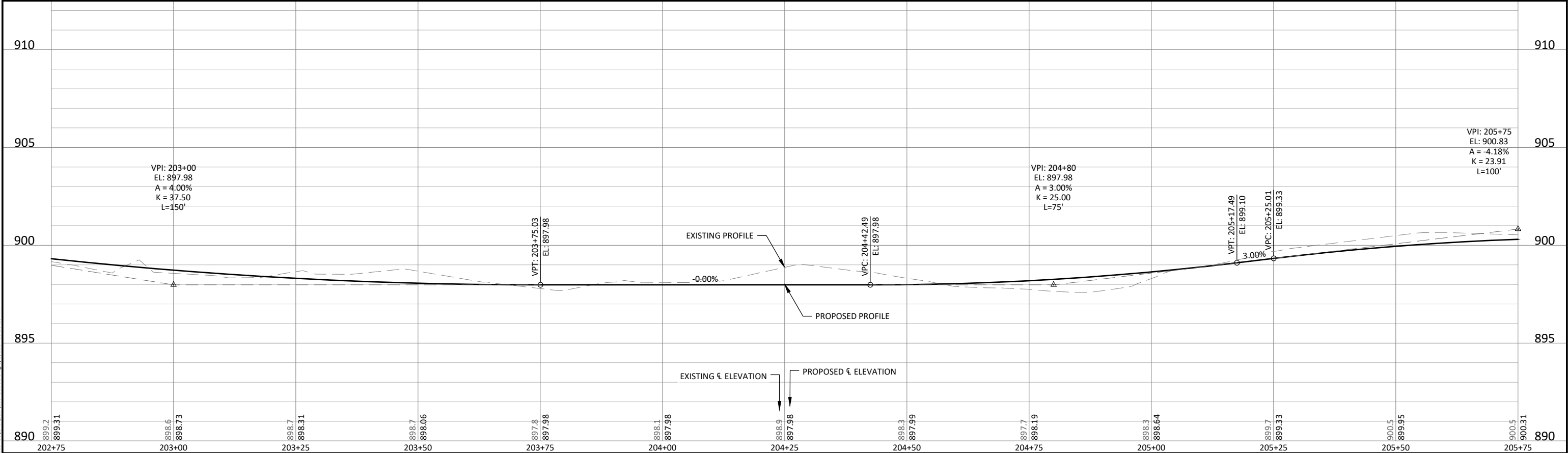
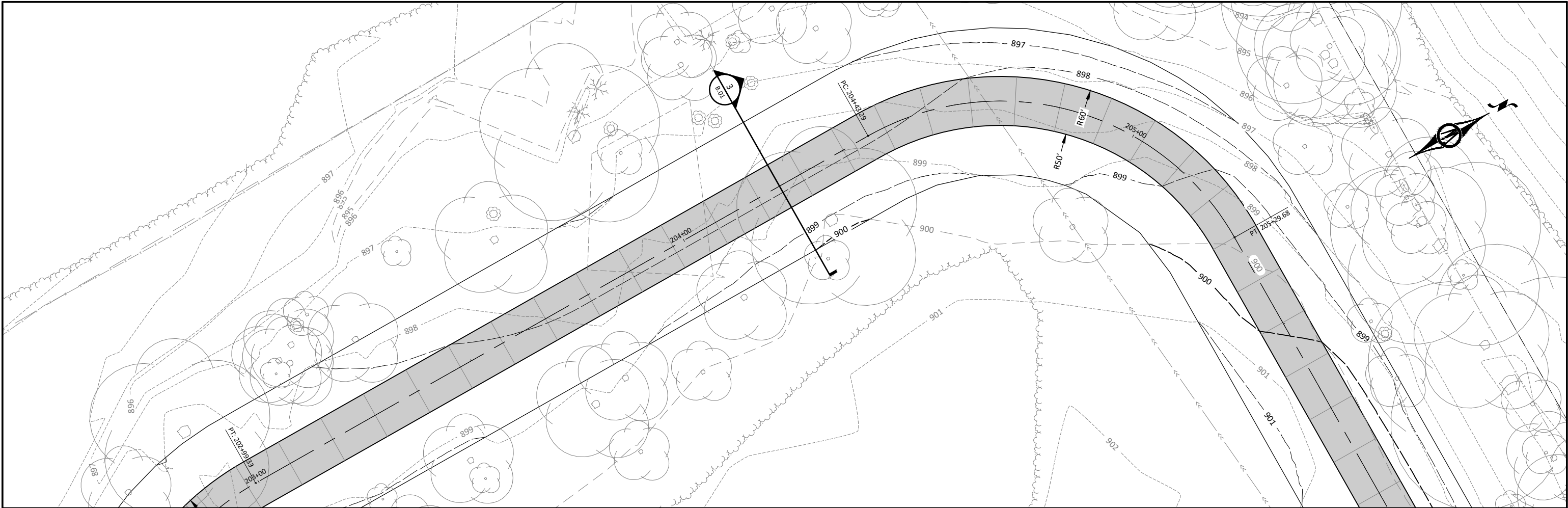
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CITY OF MARSHALLTOWN, IOWA
6TH STREET TRAIL
PLAN & PROFILE
FREEDOM ROCK CONNECTION

SHEET
D.01





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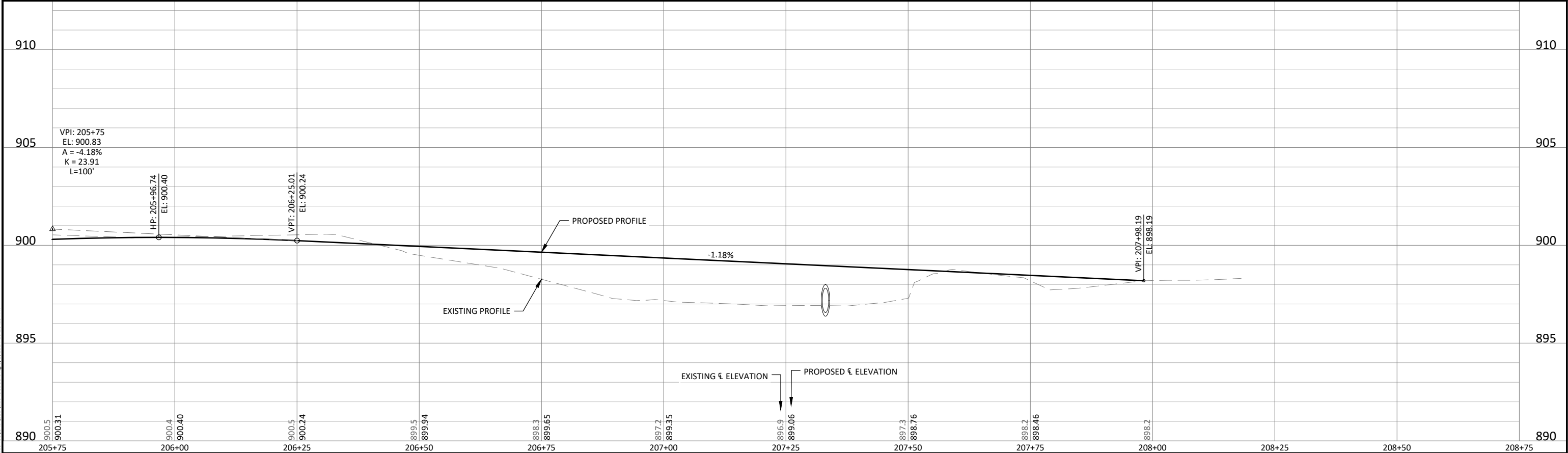
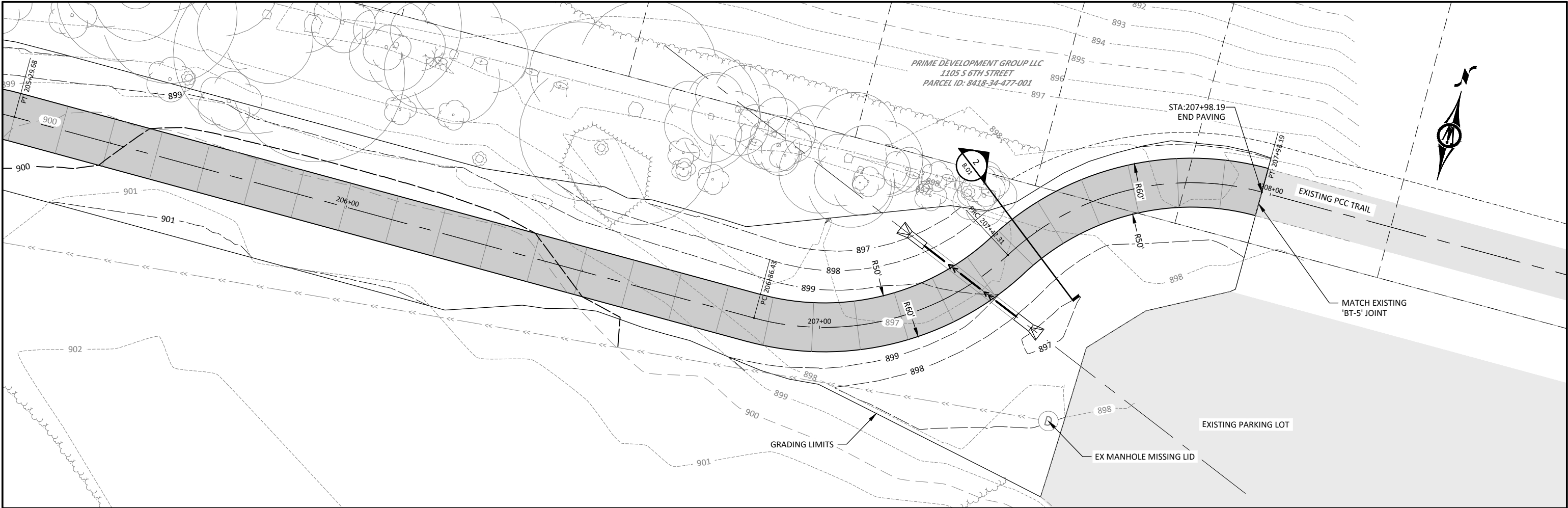


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CITY OF MARSHALLTOWN, IOWA
6TH STREET TRAIL
PLAN & PROFILE
W SOUTH STREET CONNECTION

SHEET
D.03



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VERT. SCALE
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FEET

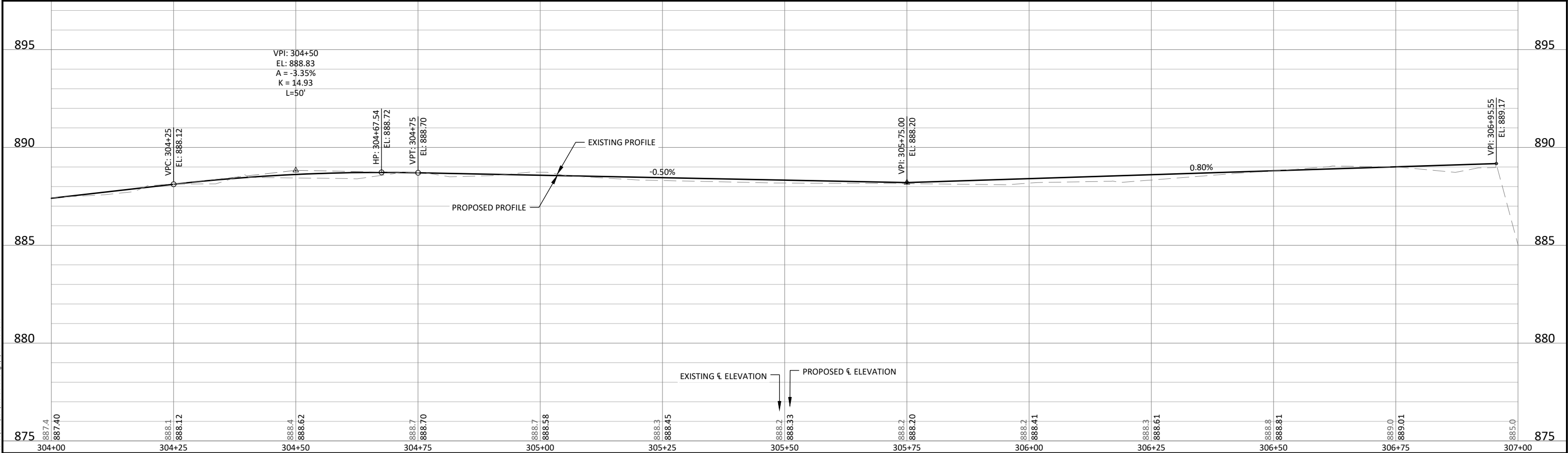
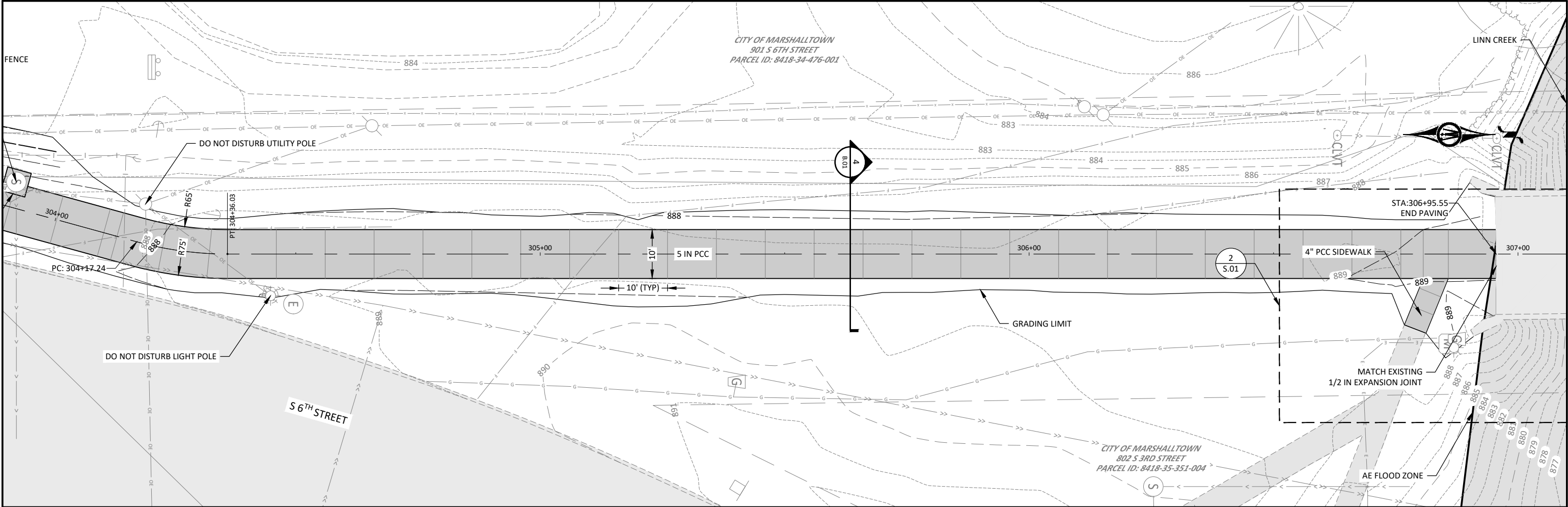


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CITY OF MARSHALLTOWN, IOWA
6TH STREET TRAIL
PLAN & PROFILE
W SOUTH STREET CONNECTION

SHEET
D.04



010/20

0 10 20

HORIZ. SCALE FEET

010/5

0 2.5 5

VERT. SCALE FEET

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CITY OF MARSHALLTOWN, IOWA

6TH STREET TRAIL

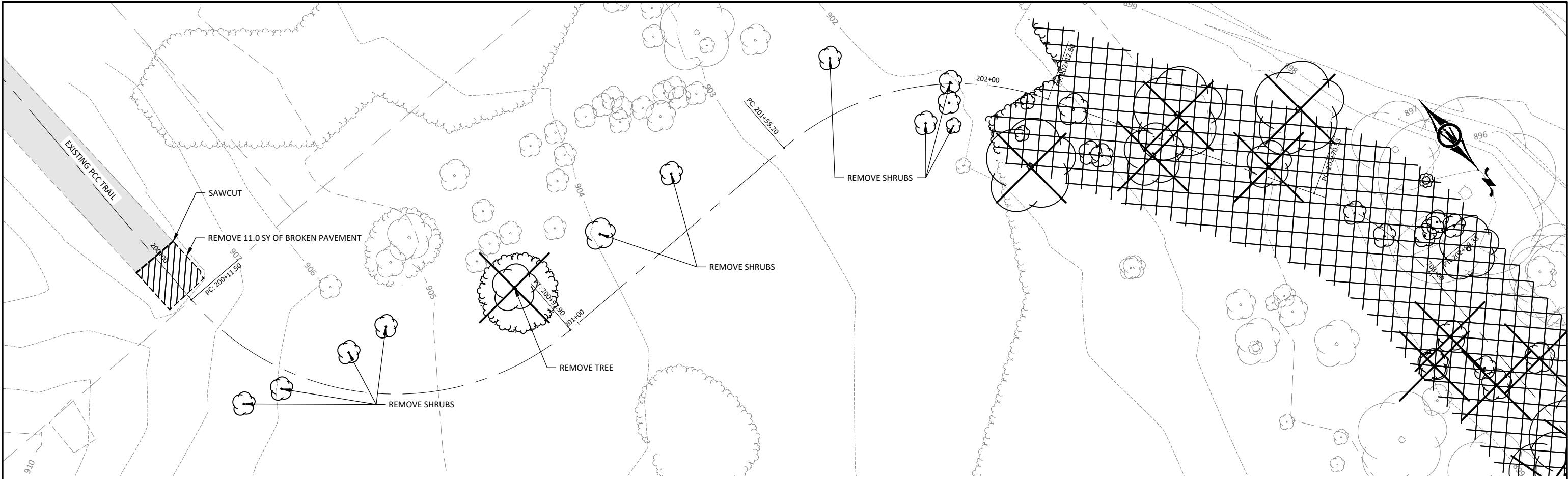
PLAN & PROFILE

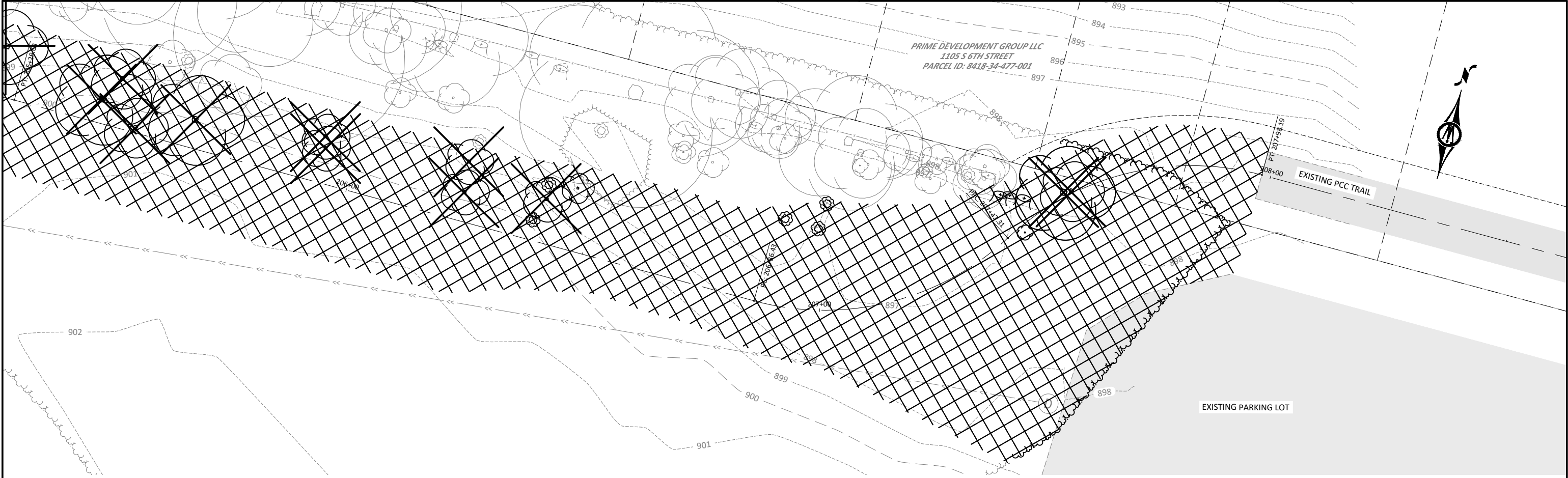
LINN CREEK CONNECTION

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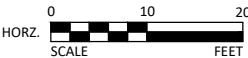
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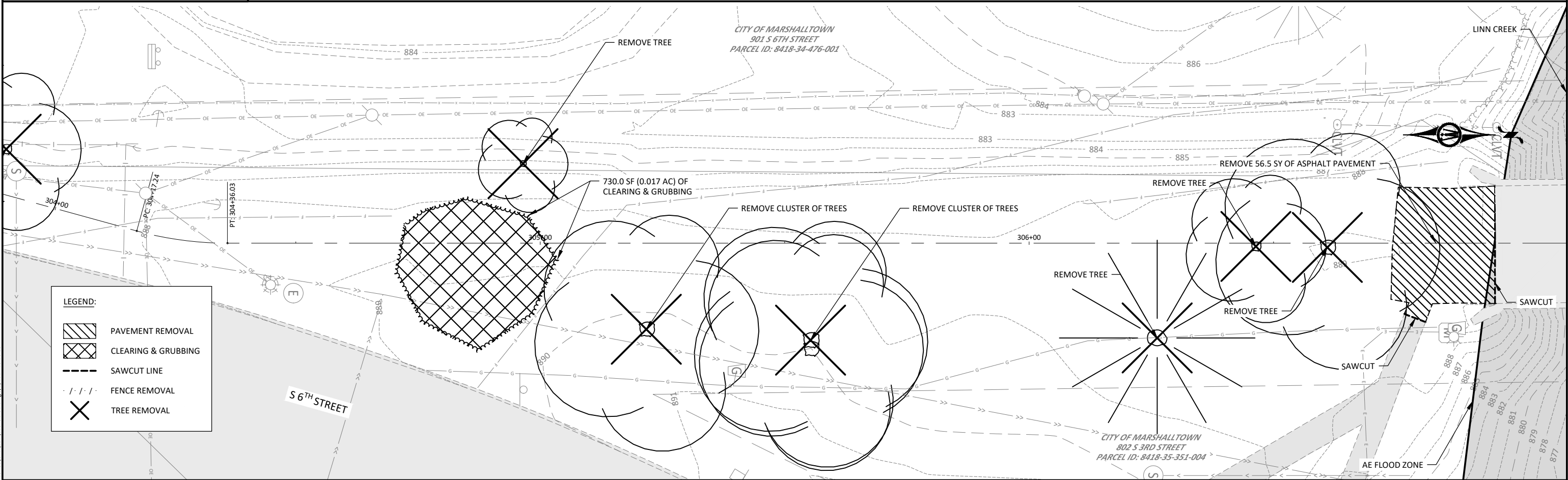
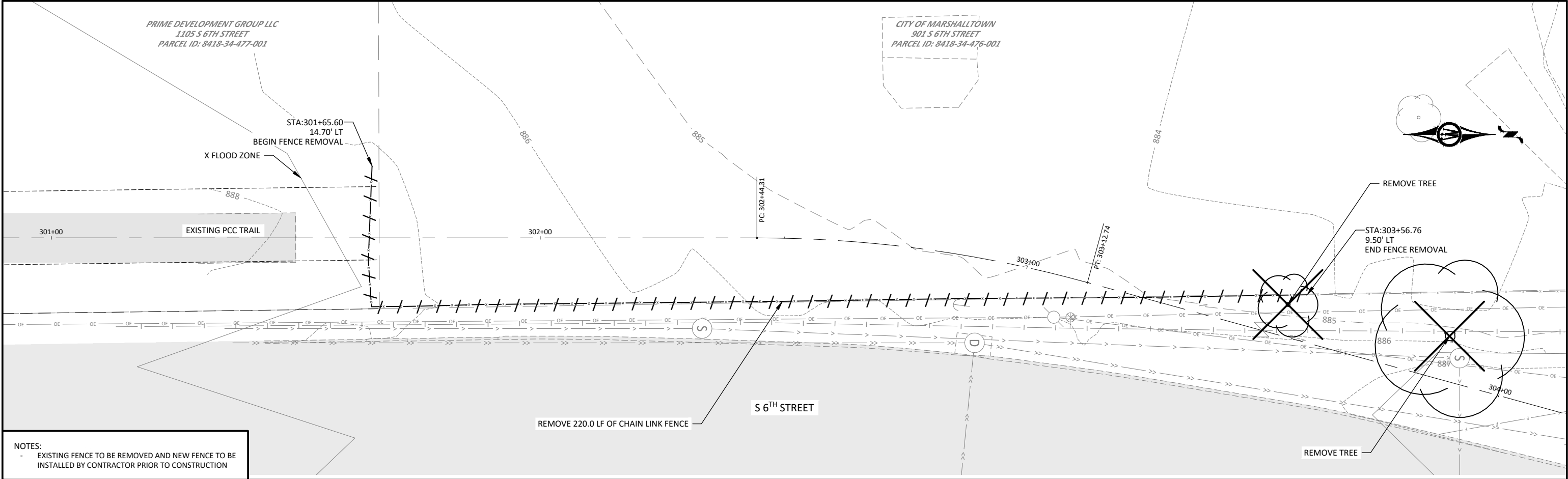
- PAVEMENT REMOVAL
- CLEARING & GRUBBING
- SAWCUT LINE
- FENCE REMOVAL
- TREE REMOVAL



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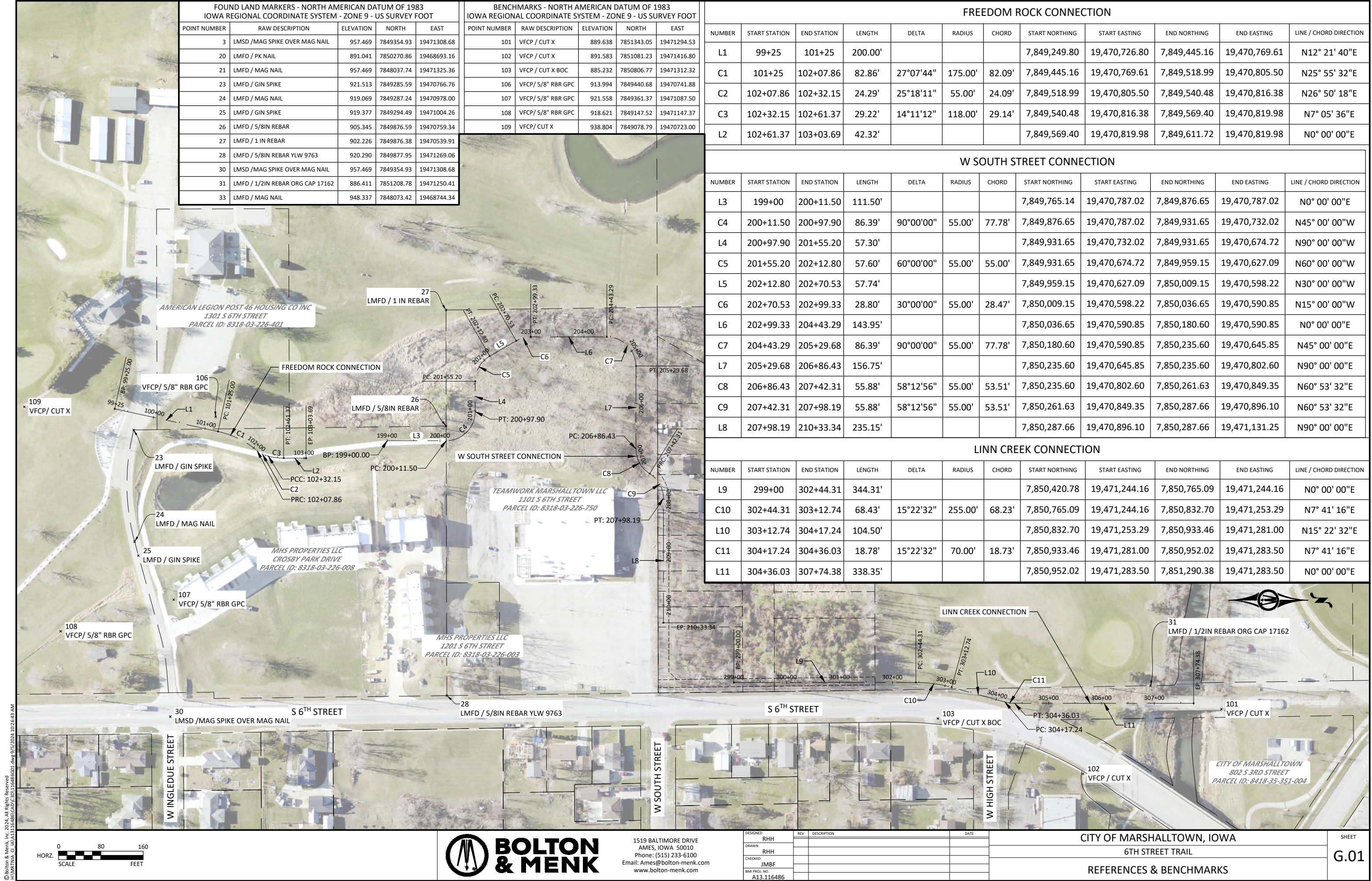
CITY OF MARSHALLTOWN, IOWA
6TH STREET TRAIL
REMOVALS
W SOUTH STREET CONNECTION



LEGEND:

- PAVEMENT REMOVAL
- CLEARING & GRUBBING
- SAWCUT LINE
- FENCE REMOVAL
- TREE REMOVAL

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FOUND LAND MARKERS - NORTH AMERICAN DATUM OF 1983 IOWA REGIONAL COORDINATE SYSTEM - ZONE 9 - US SURVEY FOOT				
POINT NUMBER	RAW DESCRIPTION	ELEVATION	NORTH	EAST
3	LMSD /MAG SPIKE OVER MAG NAIL	957.469	7849354.93	19471308.68
20	LMFD / PK NAIL	891.041	7850270.86	19468693.16
21	LMFD / MAG NAIL	957.469	7848037.74	19471325.36
23	LMFD / GIN SPIKE	921.513	7849285.59	19470766.76
24	LMFD / MAG NAIL	919.069	7849287.24	19470978.00
25	LMFD / GIN SPIKE	919.377	7849294.49	19471004.26
26	LMFD / 5/8IN REBAR	905.345	7849876.59	19470759.34
27	LMFD / 1 IN REBAR	902.226	7849876.38	19470539.91
28	LMFD / 5/8IN REBAR YLW 9763	920.290	7849877.95	19471269.06
30	LMSD /MAG SPIKE OVER MAG NAIL	957.469	7849354.93	19471308.68
31	LMFD / 1/2IN REBAR ORG CAP 17162	886.411	7851208.78	19471250.41
33	LMFD / MAG NAIL	948.337	7848073.42	19468744.34

BENCHMARKS - NORTH AMERICAN DATUM OF 1983 IOWA REGIONAL COORDINATE SYSTEM - ZONE 9 - US SURVEY FOOT				
POINT NUMBER	RAW DESCRIPTION	ELEVATION	NORTH	EAST
101	VFCP / CUT X	889.638	7851343.05	19471294.53
102	VFCP / CUT X	891.583	7851081.23	19471416.80
103	VFCP / CUT X BOC	885.232	7850806.77	19471312.32
106	VFCP / 5/8" RBR GPC	913.994	7849440.68	19470741.88
107	VFCP / 5/8" RBR GPC	921.558	7849361.37	19471087.50
108	VFCP / 5/8" RBR GPC	918.621	7849147.52	19471147.37
109	VFCP / CUT X	938.804	7849078.79	19470723.00

FREEDOM ROCK CONNECTION											
NUMBER	START STATION	END STATION	LENGTH	DELTA	RADIUS	CHORD	START NORTHING	START EASTING	END NORTHING	END EASTING	LINE / CHORD DIRECTION
L1	99+25	101+25	200.00'				7,849,249.80	19,470,726.80	7,849,445.16	19,470,769.61	N12° 21' 40"E
C1	101+25	102+07.86	82.86'	27°07'44"	175.00'	82.09'	7,849,445.16	19,470,769.61	7,849,518.99	19,470,805.50	N25° 55' 32"E
C2	102+07.86	102+32.15	24.29'	25°18'11"	55.00'	24.09'	7,849,518.99	19,470,805.50	7,849,540.48	19,470,816.38	N26° 50' 18"E
C3	102+32.15	102+61.37	29.22'	14°11'12"	118.00'	29.14'	7,849,540.48	19,470,816.38	7,849,569.40	19,470,819.98	N7° 05' 36"E
L2	102+61.37	103+03.69	42.32'				7,849,569.40	19,470,819.98	7,849,611.72	19,470,819.98	N0° 00' 00"E

W SOUTH STREET CONNECTION											
NUMBER	START STATION	END STATION	LENGTH	DELTA	RADIUS	CHORD	START NORTHING	START EASTING	END NORTHING	END EASTING	LINE / CHORD DIRECTION
L3	199+00	200+11.50	111.50'				7,849,765.14	19,470,787.02	7,849,876.65	19,470,787.02	N0° 00' 00"E
C4	200+11.50	200+97.90	86.39'	90°00'00"	55.00'	77.78'	7,849,876.65	19,470,787.02	7,849,931.65	19,470,732.02	N45° 00' 00"W
L4	200+97.90	201+55.20	57.30'				7,849,931.65	19,470,732.02	7,849,931.65	19,470,674.72	N90° 00' 00"W
C5	201+55.20	202+12.80	57.60'	60°00'00"	55.00'	55.00'	7,849,931.65	19,470,674.72	7,849,959.15	19,470,627.09	N60° 00' 00"W
L5	202+12.80	202+70.53	57.74'				7,849,959.15	19,470,627.09	7,850,009.15	19,470,598.22	N30° 00' 00"W
C6	202+70.53	202+99.33	28.80'	30°00'00"	55.00'	28.47'	7,850,009.15	19,470,598.22	7,850,036.65	19,470,590.85	N15° 00' 00"W
L6	202+99.33	204+43.29	143.95'				7,850,036.65	19,470,590.85	7,850,180.60	19,470,590.85	N0° 00' 00"E
C7	204+43.29	205+29.68	86.39'	90°00'00"	55.00'	77.78'	7,850,180.60	19,470,590.85	7,850,235.60	19,470,645.85	N45° 00' 00"E
L7	205+29.68	206+86.43	156.75'				7,850,235.60	19,470,645.85	7,850,235.60	19,470,802.60	N90° 00' 00"E
C8	206+86.43	207+42.31	55.88'	58°12'56"	55.00'	53.51'	7,850,235.60	19,470,802.60	7,850,261.63	19,470,849.35	N60° 53' 32"E
C9	207+42.31	207+98.19	55.88'	58°12'56"	55.00'	53.51'	7,850,261.63	19,470,849.35	7,850,287.66	19,470,896.10	N60° 53' 32"E
L8	207+98.19	210+33.34	235.15'				7,850,287.66	19,470,896.10	7,850,287.66	19,471,131.25	N90° 00' 00"E

LINN CREEK CONNECTION											
NUMBER	START STATION	END STATION	LENGTH	DELTA	RADIUS	CHORD	START NORTHING	START EASTING	END NORTHING	END EASTING	LINE / CHORD DIRECTION
L9	299+00	302+44.31	344.31'				7,850,420.78	19,471,244.16	7,850,765.09	19,471,244.16	N0° 00' 00"E
C10	302+44.31	303+12.74	68.43'	15°22'32"	255.00'	68.23'	7,850,765.09	19,471,244.16	7,850,832.70	19,471,253.29	N7° 41' 16"E
L10	303+12.74	304+17.24	104.50'				7,850,832.70	19,471,253.29	7,850,933.46	19,471,281.00	N15° 22' 32"E
C11	304+17.24	304+36.03	18.78'	15°22'32"	70.00'	18.73'	7,850,933.46	19,471,281.00	7,850,952.02	19,471,283.50	N7° 41' 16"E
L11	304+36.03	307+74.38	338.35'				7,850,952.02	19,471,283.50	7,851,290.38	19,471,283.50	N0° 00' 00"E

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Phone: (515) 233-6100
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www.bolton-menk.com

DESIGNED	REV	DESCRIPTION	DATE
RHH			
RHH			
JMBF			
BIMI PROJ. NO.			
A13.116486			

CITY OF MARSHALLTOWN, IOWA
6TH STREET TRAIL
REFERENCES & BENCHMARKS

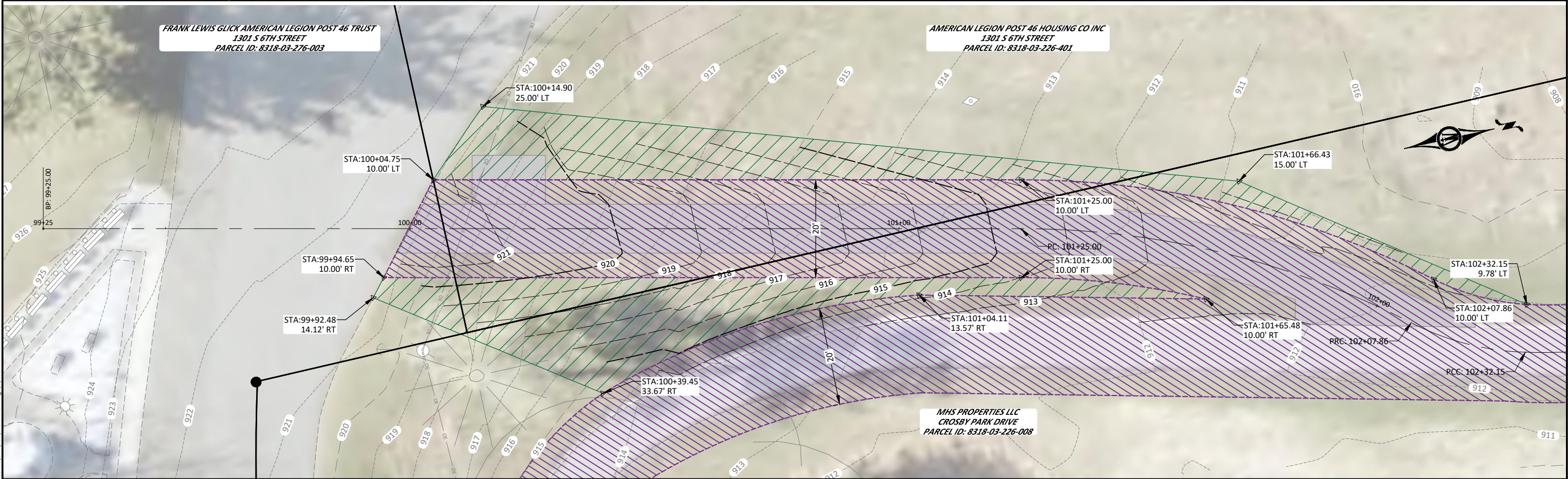
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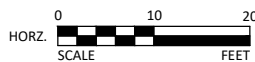
TEMPORARY CONSTRUCTION EASEMENT

PERMANENT EASEMENT

EXISTING PROPERTY BOUNDARY



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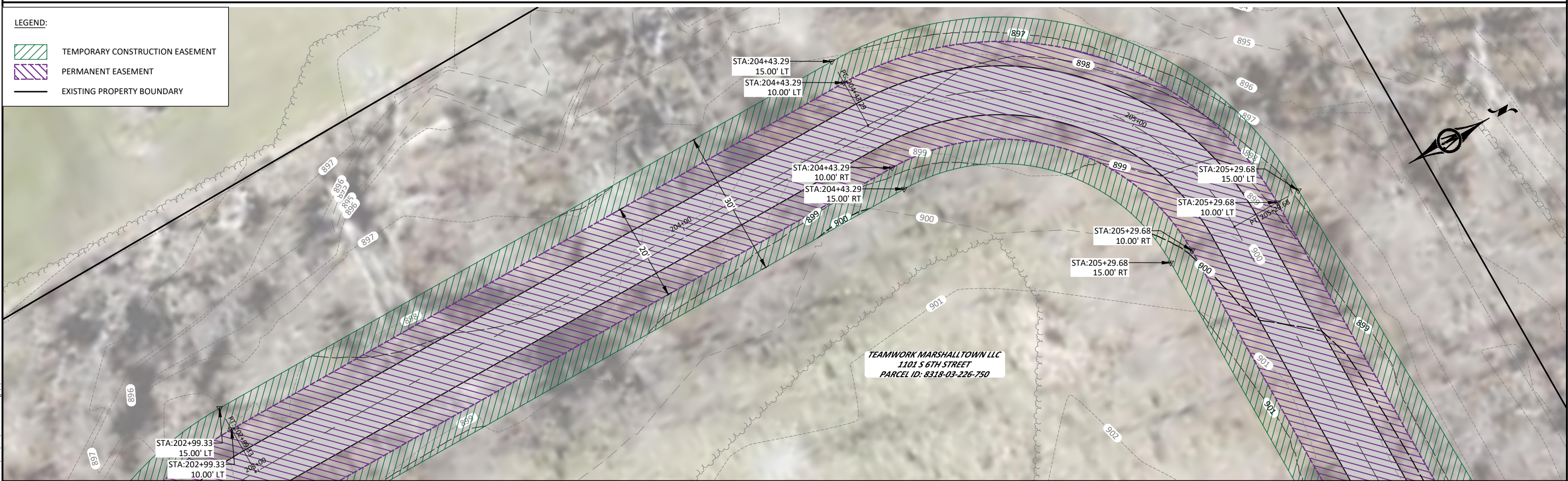
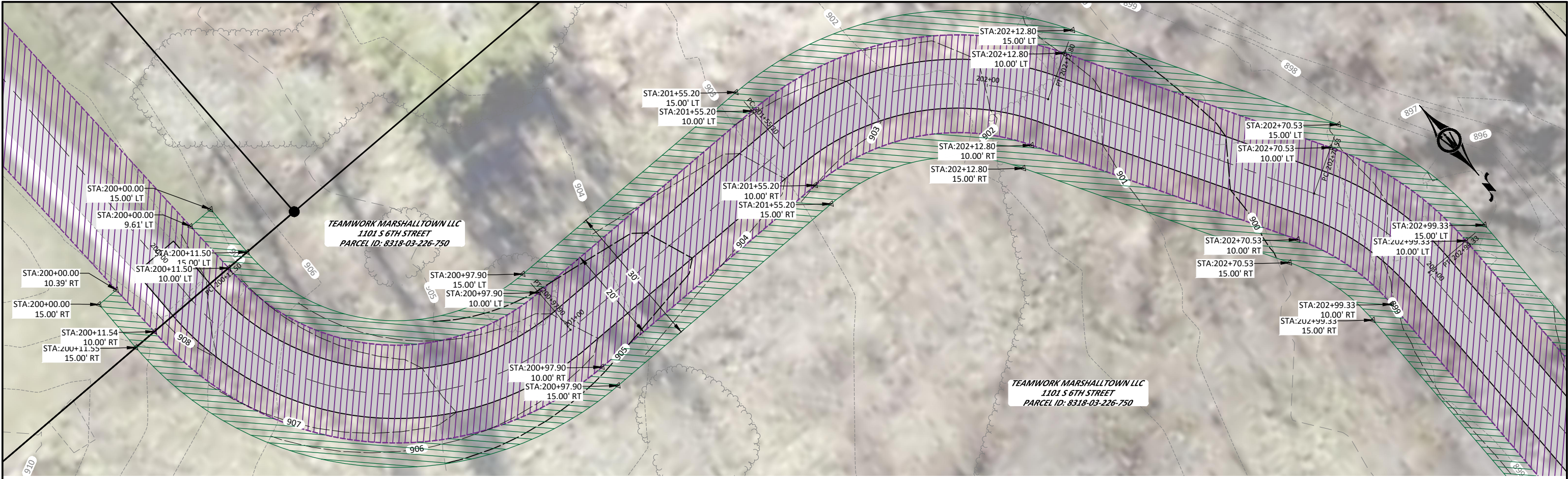


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EASEMENTS & RIGHT OF WAY
FREEDOM ROCK CONNECTION

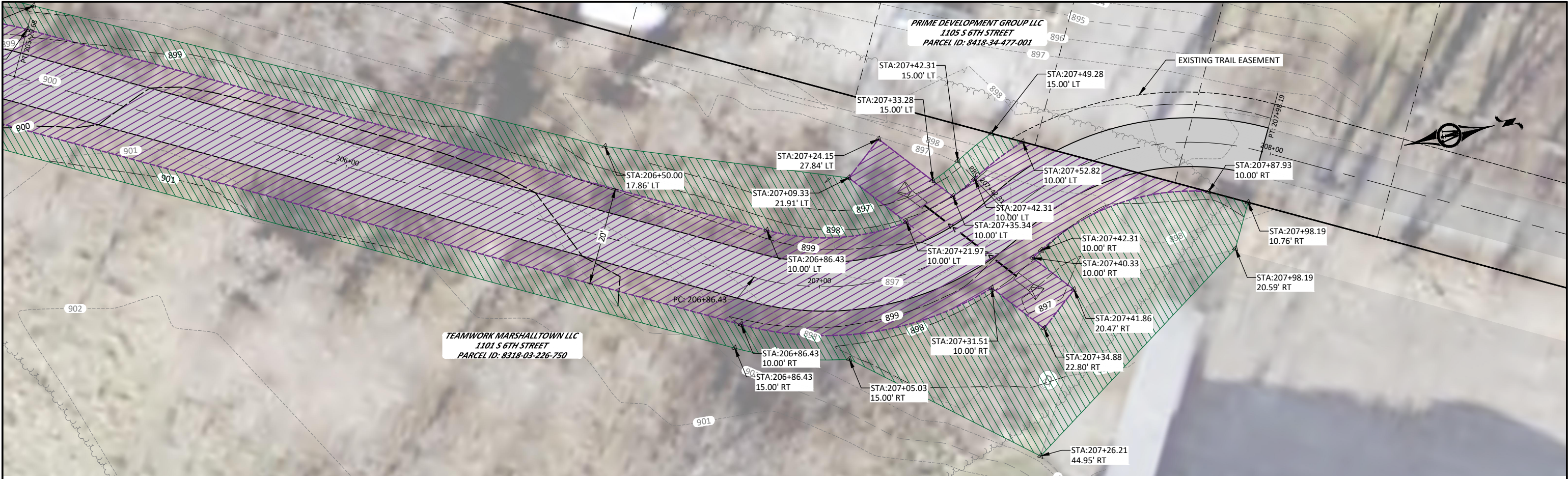
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LEGEND:

- TEMPORARY CONSTRUCTION EASEMENT
- PERMANENT EASEMENT
- EXISTING PROPERTY BOUNDARY

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LEGEND:

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PERMANENT EASEMENT

EXISTING PROPERTY BOUNDARY

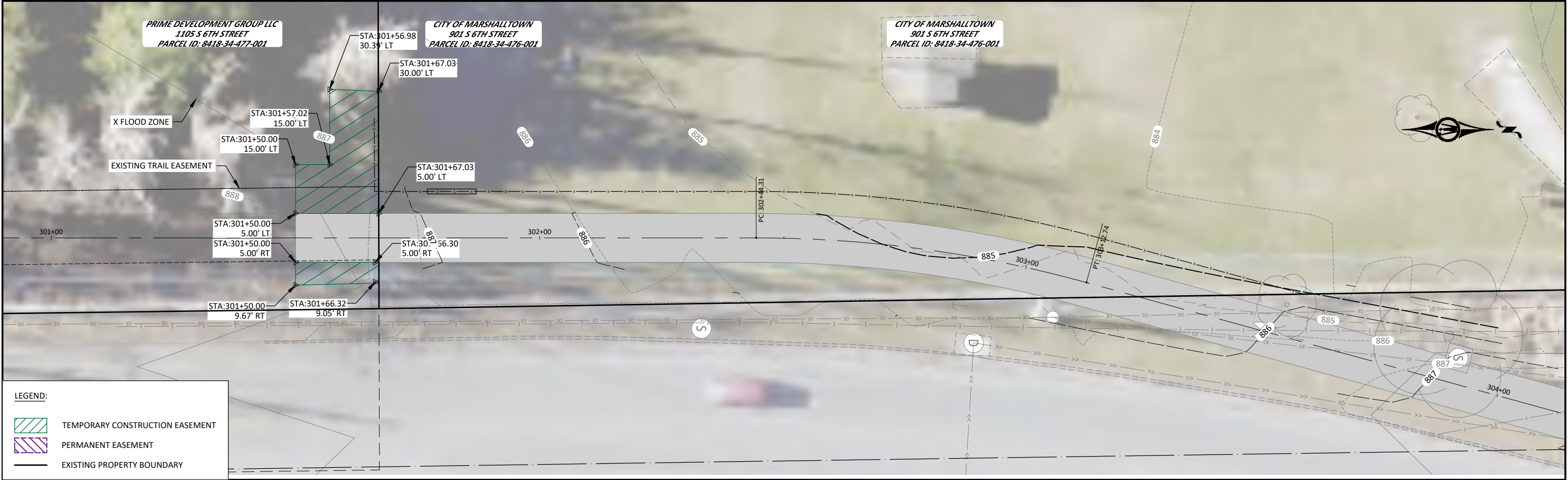
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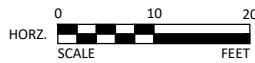
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CITY OF MARSHALLTOWN, IOWA
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EASEMENTS & RIGHT OF WAY
W SOUTH STREET CONNECTION



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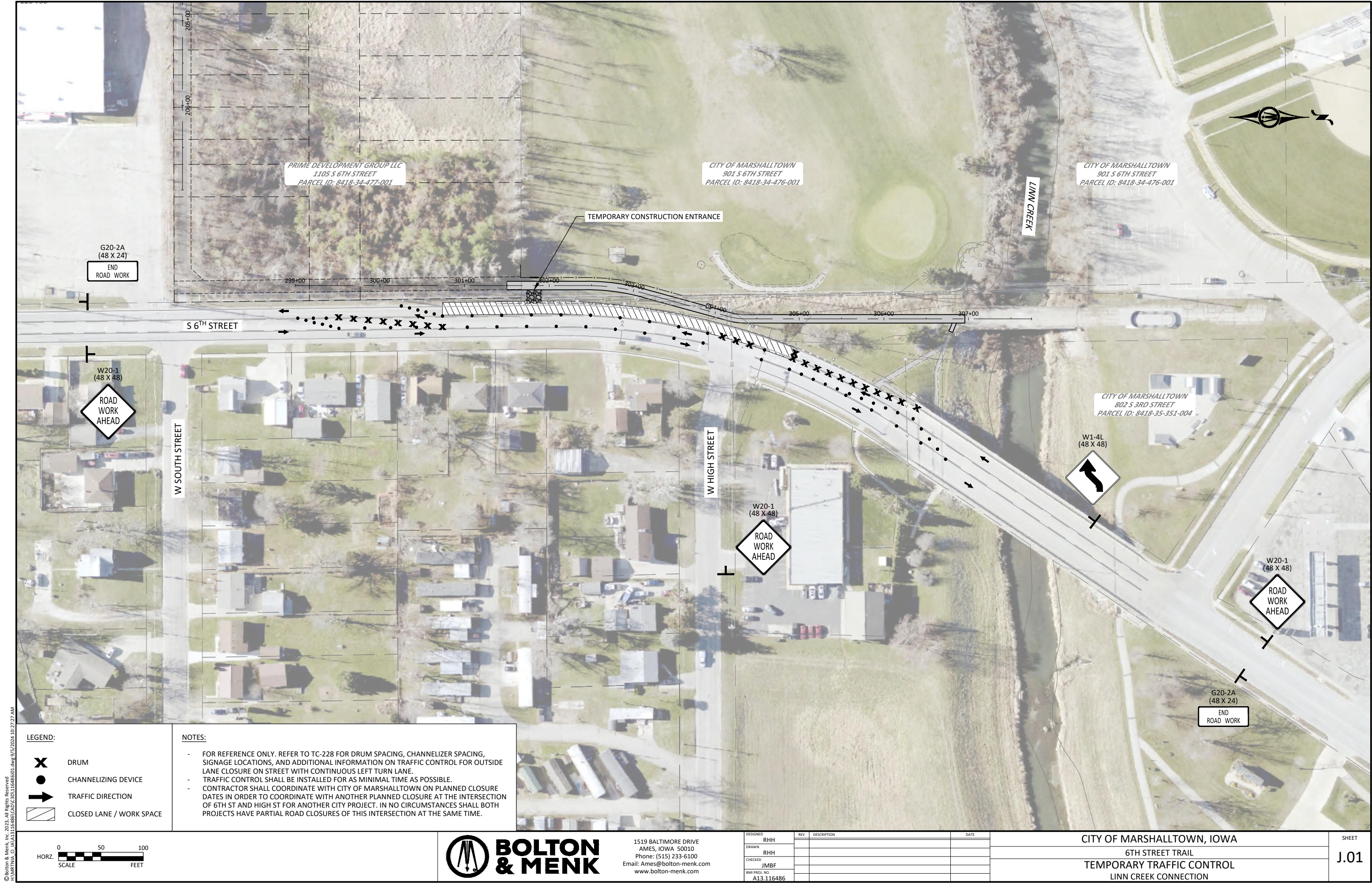


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CITY OF MARSHALLTOWN, IOWA
6TH STREET TRAIL
EASEMENTS & RIGHT OF WAY
LINN CREEK CONNECTION

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H.04

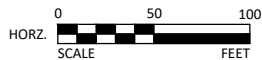


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- LEGEND:**
- DRUM
 - CHANNELIZING DEVICE
 - TRAFFIC DIRECTION
 - CLOSED LANE / WORK SPACE

NOTES:

- FOR REFERENCE ONLY. REFER TO TC-228 FOR DRUM SPACING, CHANNELIZER SPACING, SIGNAGE LOCATIONS, AND ADDITIONAL INFORMATION ON TRAFFIC CONTROL FOR OUTSIDE LANE CLOSURE ON STREET WITH CONTINUOUS LEFT TURN LANE. TRAFFIC CONTROL SHALL BE INSTALLED FOR AS MINIMAL TIME AS POSSIBLE.
- CONTRACTOR SHALL COORDINATE WITH CITY OF MARSHALLTOWN ON PLANNED CLOSURE DATES IN ORDER TO COORDINATE WITH ANOTHER PLANNED CLOSURE AT THE INTERSECTION OF 6TH ST AND HIGH ST FOR ANOTHER CITY PROJECT. IN NO CIRCUMSTANCES SHALL BOTH PROJECTS HAVE PARTIAL ROAD CLOSURES OF THIS INTERSECTION AT THE SAME TIME.

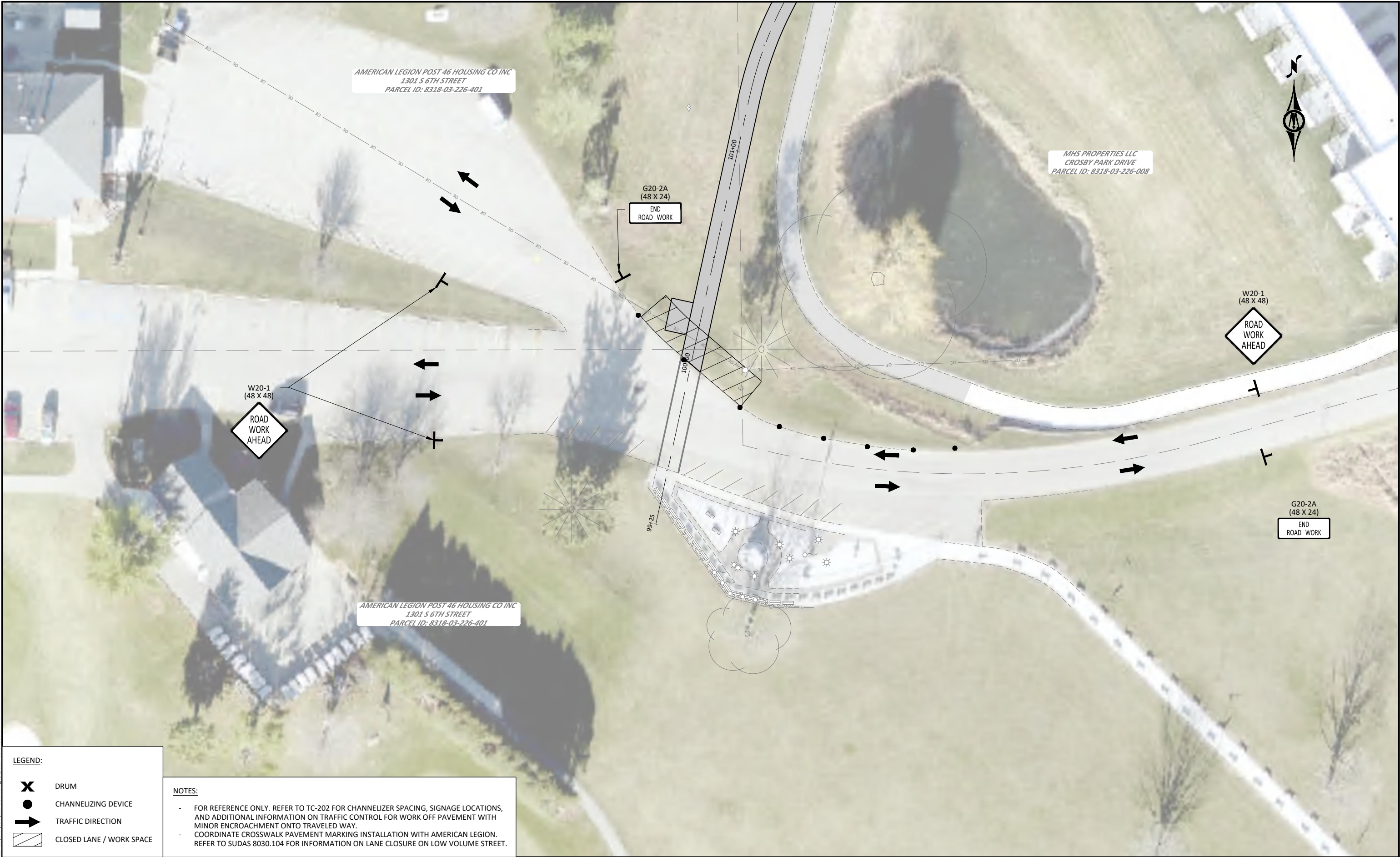


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CITY OF MARSHALLTOWN, IOWA
6TH STREET TRAIL
TEMPORARY TRAFFIC CONTROL
LINN CREEK CONNECTION

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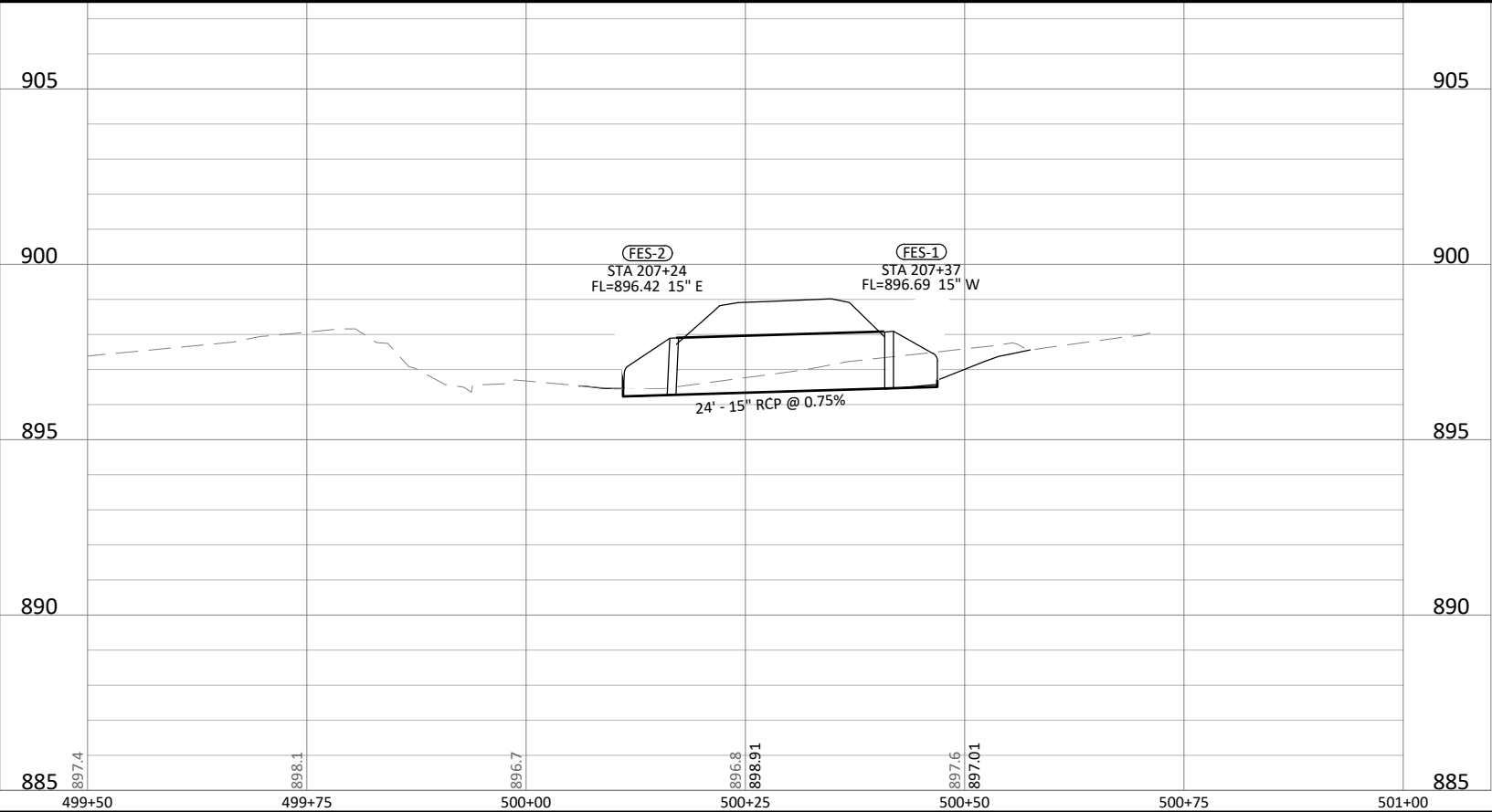
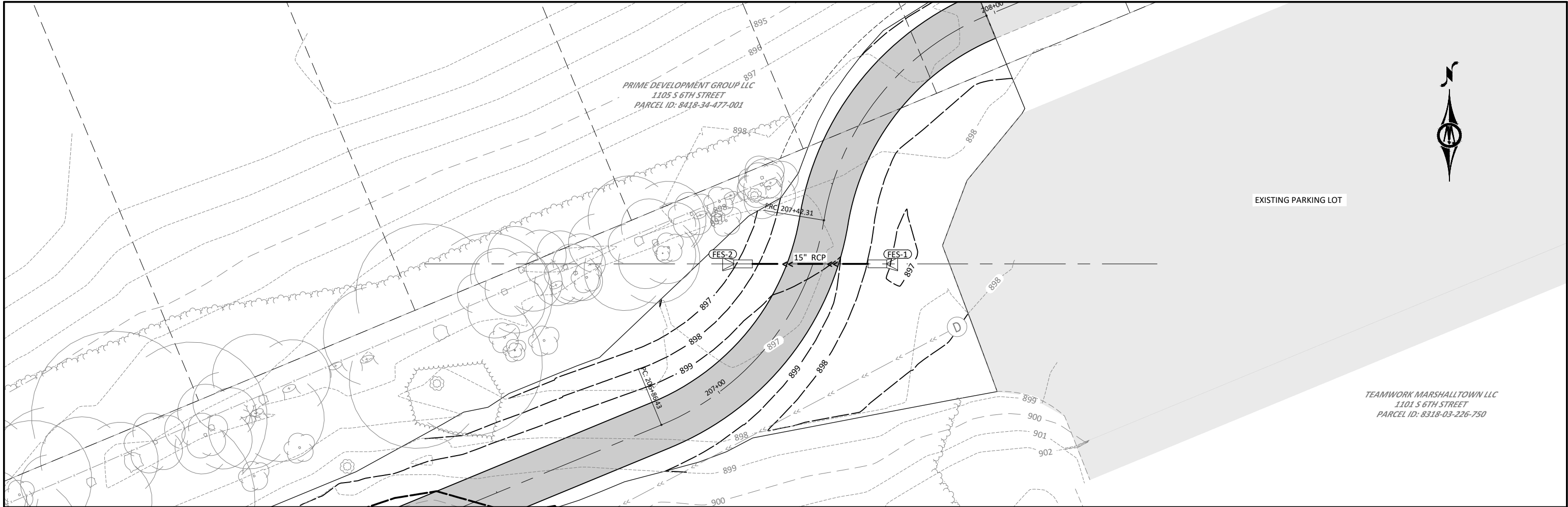
LEGEND:

	DRUM
	CHANNELIZING DEVICE
	TRAFFIC DIRECTION
	CLOSED LANE / WORK SPACE

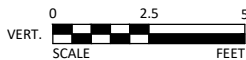
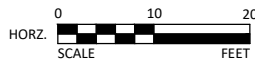
NOTES:

- FOR REFERENCE ONLY. REFER TO TC-202 FOR CHANNELIZER SPACING, SIGNAGE LOCATIONS, AND ADDITIONAL INFORMATION ON TRAFFIC CONTROL FOR WORK OFF PAVEMENT WITH MINOR ENCROACHMENT ONTO TRAVELED WAY.
- COORDINATE CROSSWALK PAVEMENT MARKING INSTALLATION WITH AMERICAN LEGION. REFER TO SUDAS 8030.104 FOR INFORMATION ON LANE CLOSURE ON LOW VOLUME STREET.

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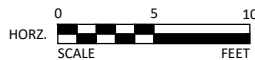
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CITY OF MARSHALLTOWN, IOWA
6TH STREET TRAIL
PLAN & PROFILE
W SOUTH STREET CONNECTION CULVERT

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CITY OF MARSHALLTOWN, IOWA
6TH STREET TRAIL
PAVEMENT MARKINGS & SIGNAGE
FREEDOM ROCK MARKINGS

SHEET
N.01

NOTES:

- GROOVES TO BE CUT PRIOR TO PAVEMENT MARKING INSTALLATION AND WILL BE PAID FOR UNDER A SEPARATE BID ITEM.

LEGION MEMORIAL PARK

AMERICAN LEGION ACCESS DRIVE

EXISTING CHY4 TO REMAIN (TYP)

STA:99+51.27
START CLW6

REMOVE CHY4 LINES IN CONFLICT WITH CLW6

STA:100+02.71
END CLW6

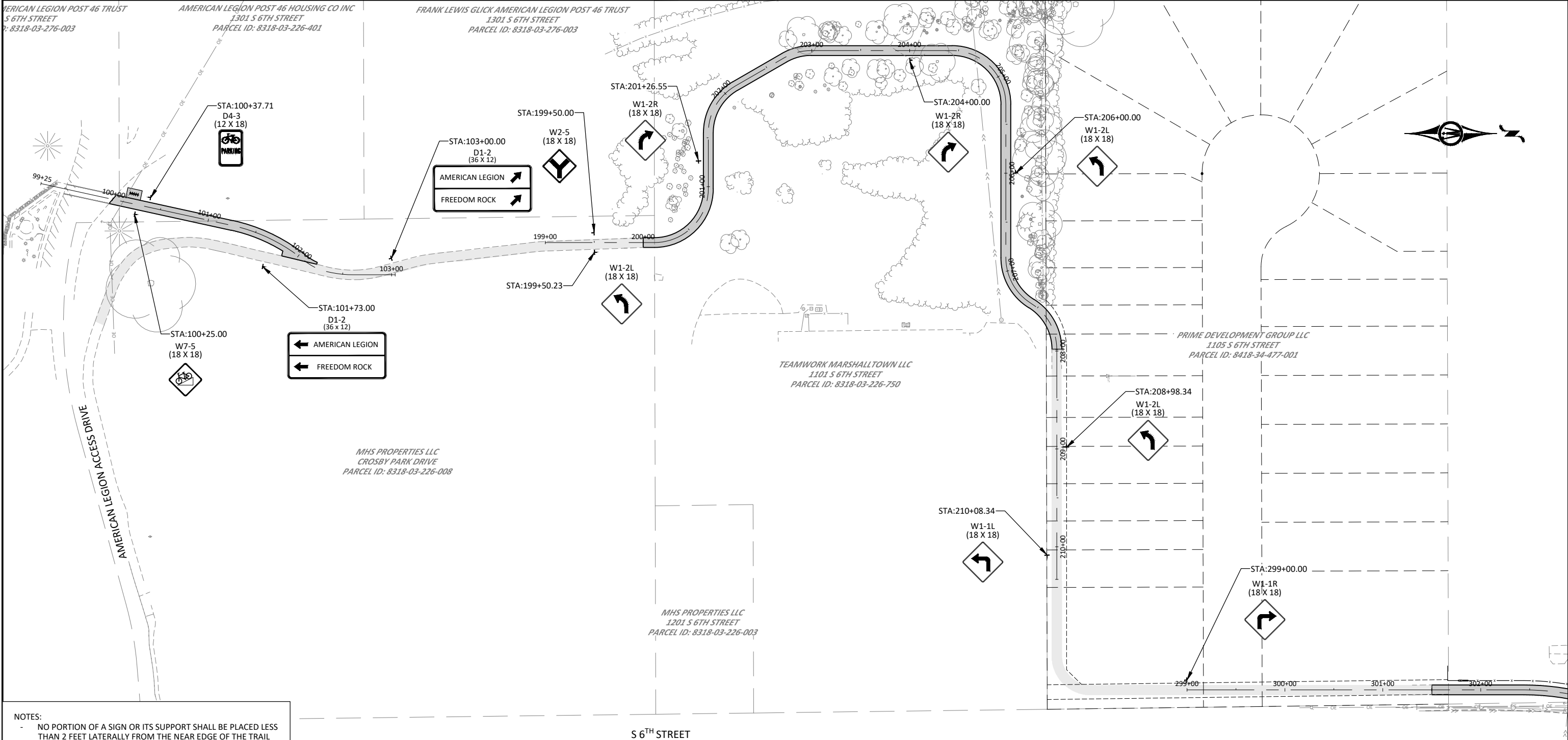
STA:99+97.29
END CLW6

STA:99+50.03
START CLW6

5 IN PCC SIDEWALK PAD WITH BICYCLE RACK

EXISTING PCC TRAIL

DO NOT DISTURB TREE



NOTES:
- NO PORTION OF A SIGN OR ITS SUPPORT SHALL BE PLACED LESS THAN 2 FEET LATERALLY FROM THE NEAR EDGE OF THE TRAIL

MATERIALS FOR TYPE 'A' SIGNS								
TYPE A SIGNING TYPICALS	SIGN NUMBER	DIR OF TRAVEL	SIGN LOCATION	WOOD POSTS NO. OF POSTS	INSTALLATION			REMARKS
			STATION		TYPE	DIM 'X' FT	SEE SIGNING NOTES	
CYCLE PARKING	D4-3	SB	100+37.71, 10' LT	1	1	12" X 18"		FREEDOM ROCK
SHARP GRADE	W7-5	NB	100+25, 10' RT	1	1	18" X 18"		FREEDOM ROCK
DESTINATION	D1-2	NB	101+73, 29' RT	1	1	36" X 12"		FREEDOM ROCK
DESTINATION	D1-2	SB	103+00, 17' LT	1	1	36" X 12"		FREEDOM ROCK
WYE	W2-5	SB	199+50, 10' LT	1	1	18" X 18"		W SOUTH ST
LEFT CURVE	W1-2L	NB	199+50.23, 10' RT	1	1	18" X 18"		W SOUTH ST
RIGHT CURVE	W1-2R	SB	201+26.55, 10' LT	1	1	18" X 18"		W SOUTH ST
RIGHT CURVE	W1-2R	NB	204+00, 10' RT	1	1	18" X 18"		W SOUTH ST
LEFT CURVE	W1-2L	WB	206+00, 10' RT	1	1	18" X 18"		W SOUTH ST
LEFT CURVE	W1-2L	WB	208+98.34, 10' RT	1	1	18" X 18"		W SOUTH ST
RIGHT TURN	W1-1R	SB	299+00, 10' LT	1	1	18" X 18"		LINN CREEK

050100
HORIZ. SCALE FEET

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CHECKED	JMBF			
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CITY OF MARSHALLTOWN, IOWA
6TH STREET TRAIL
PAVEMENT MARKINGS & SIGNAGE
SITE SIGNAGE

SHEET
N.02

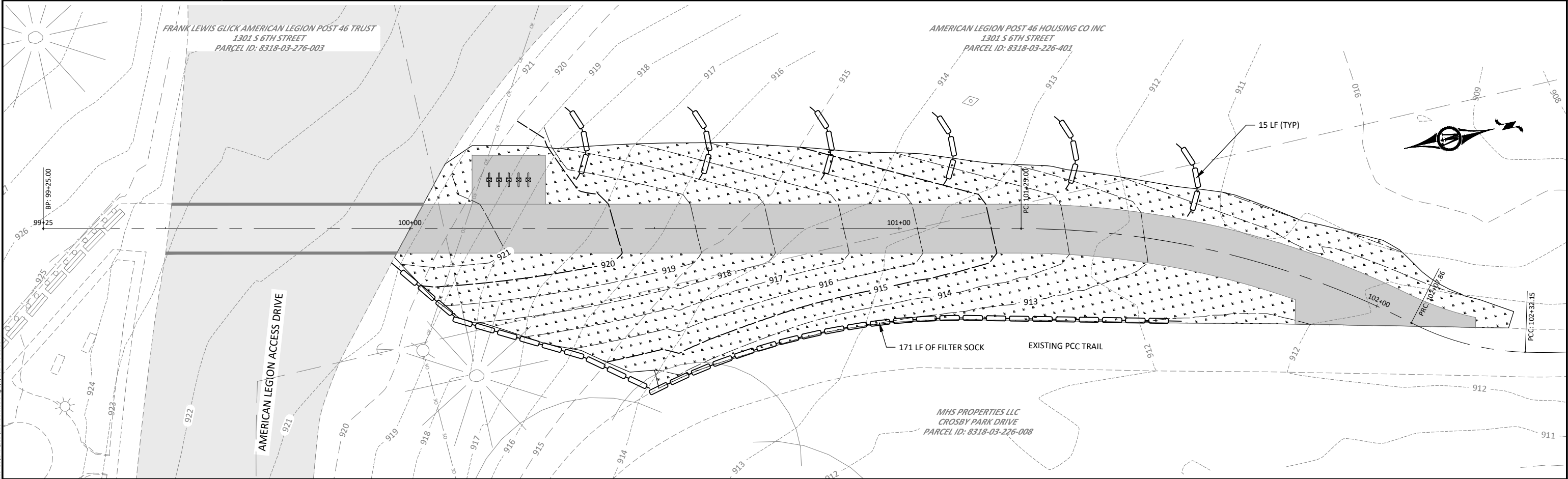
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 URBAN SEEDING

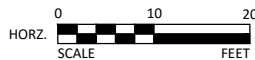
 STABILIZED CONSTRUCTION ENTRANCE

 FILTER SOCK / DITCH CHECK, 9 IN

 RIP RAP



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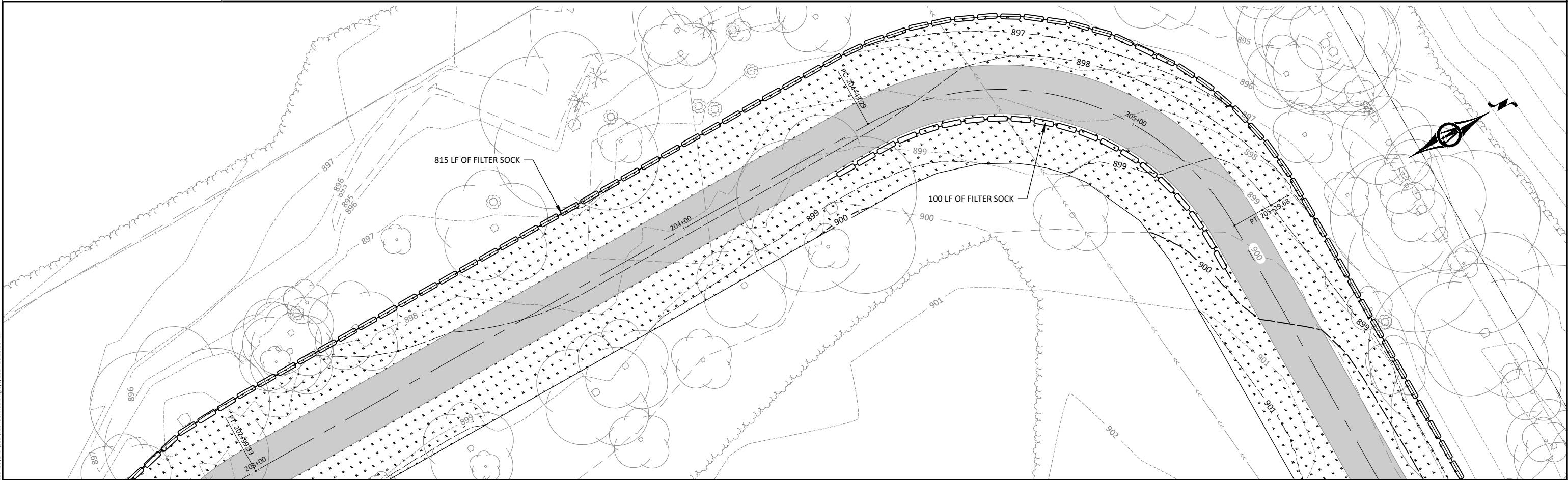
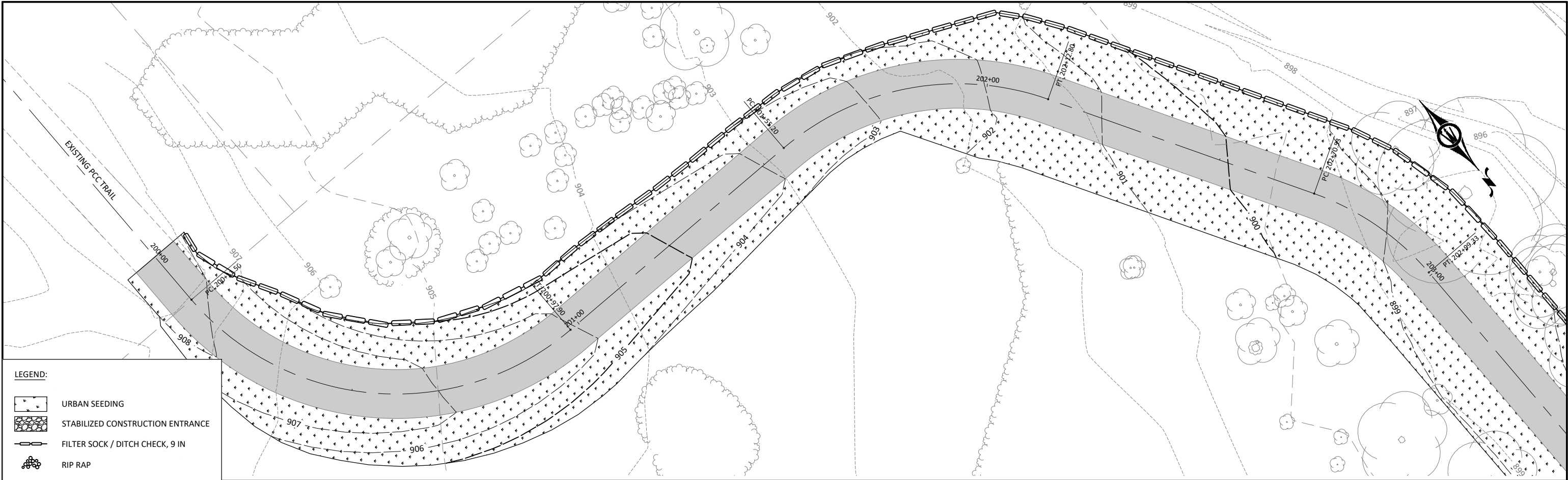


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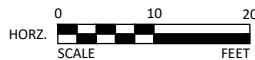
DESIGNED	REV	DESCRIPTION	DATE
RHH			
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BIMI PROJ. NO.			
A13.116486			

CITY OF MARSHALLTOWN, IOWA
6TH STREET TRAIL
EROSION CONTROL
FREEDOM ROCK CONNECTION

SHEET
RR.01



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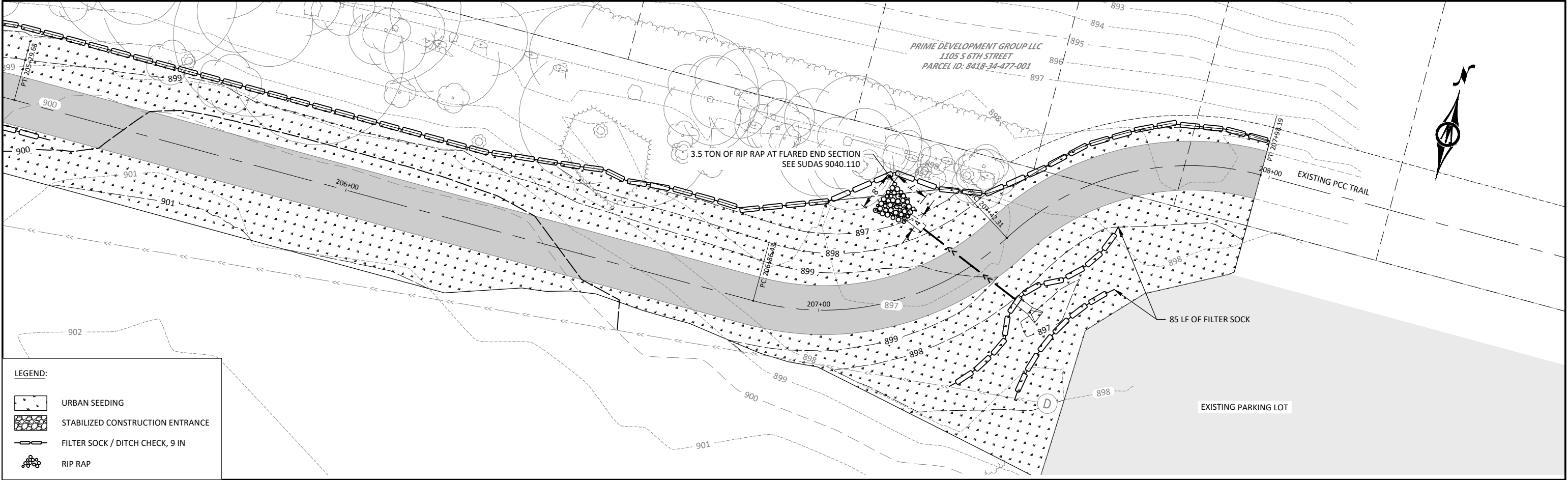


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DRAWN	RHH			
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BIMI PROJ. NO.	A13.116486			

CITY OF MARSHALLTOWN, IOWA
6TH STREET TRAIL
EROSION CONTROL
W SOUTH STREET CONNECTION

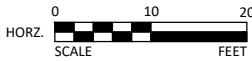
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RR.02



LEGEND:

- URBAN SEEDING
- STABILIZED CONSTRUCTION ENTRANCE
- FILTER SOCK / DITCH CHECK, 9 IN
- RIP RAP

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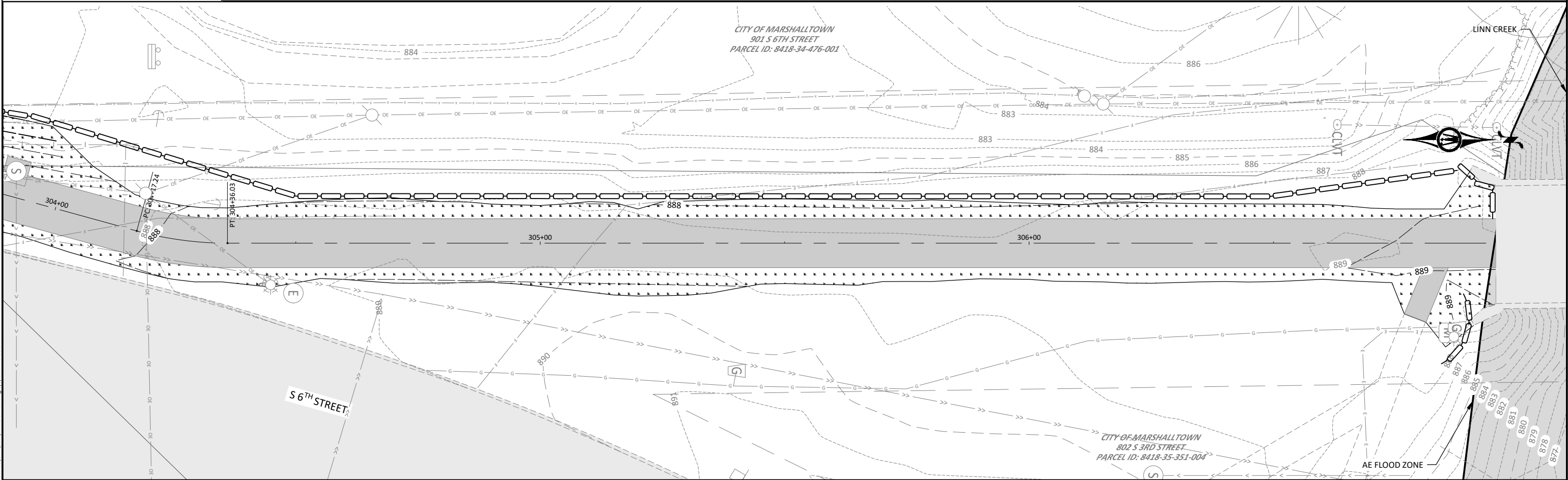
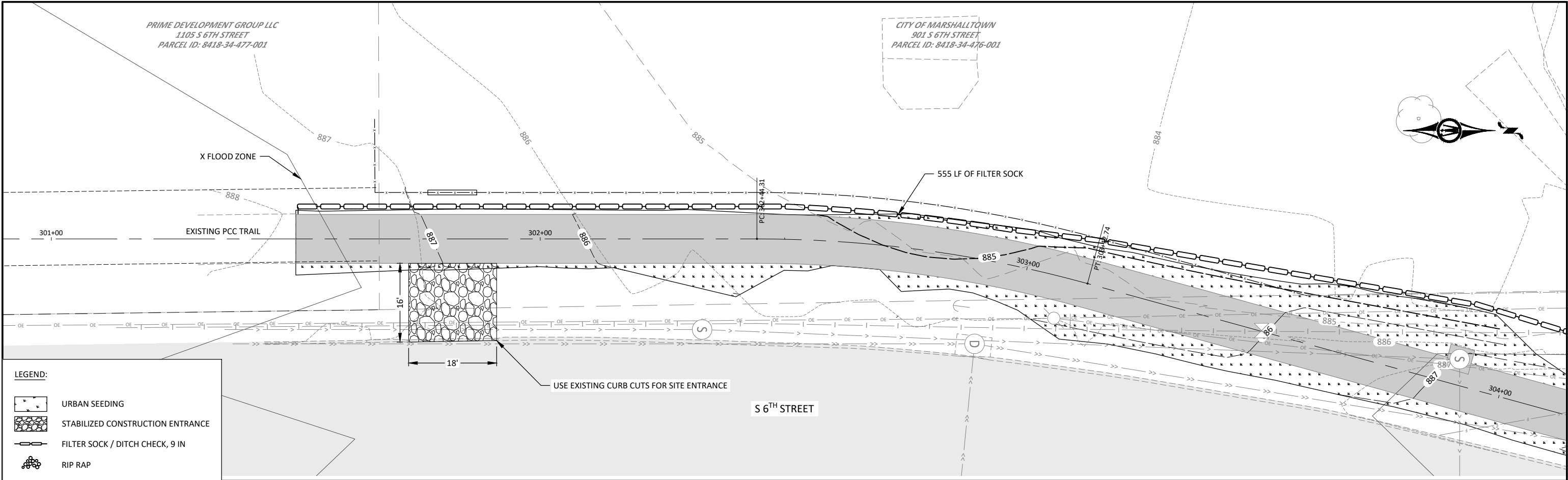


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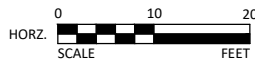
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BIMI PROJ. NO.			
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CITY OF MARSHALLTOWN, IOWA
6TH STREET TRAIL
EROSION CONTROL
W SOUTH STREET CONNECTION

SHEET
RR.03



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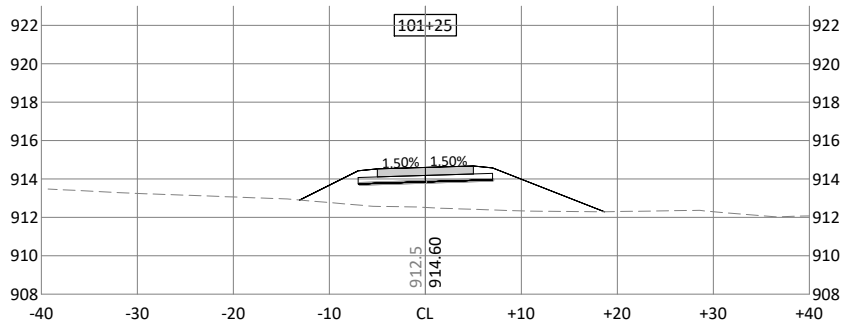
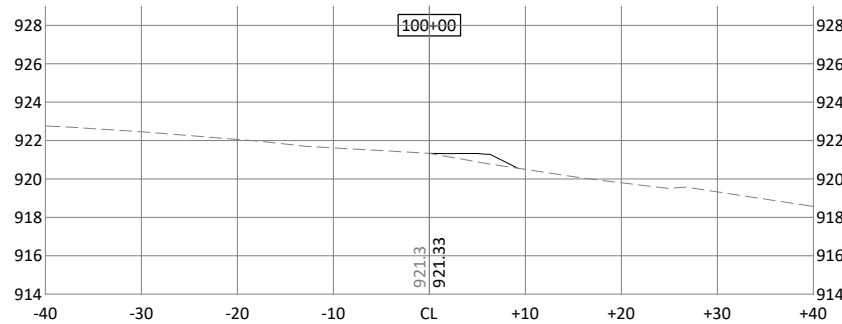
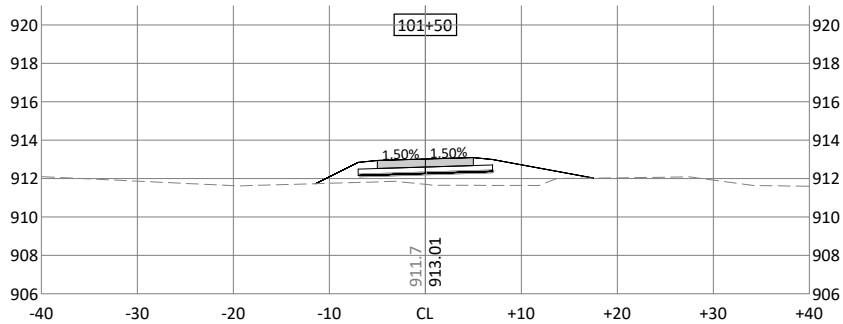
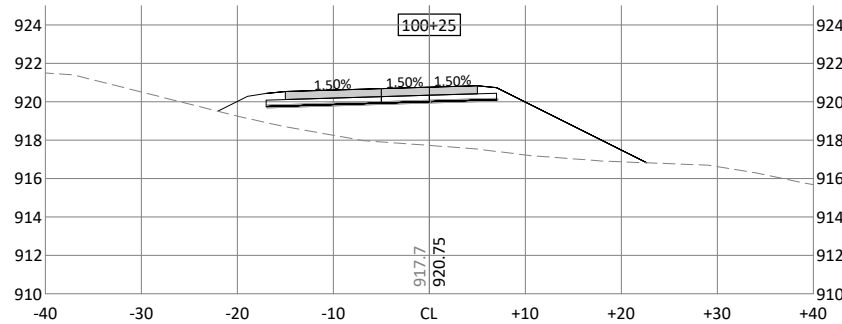
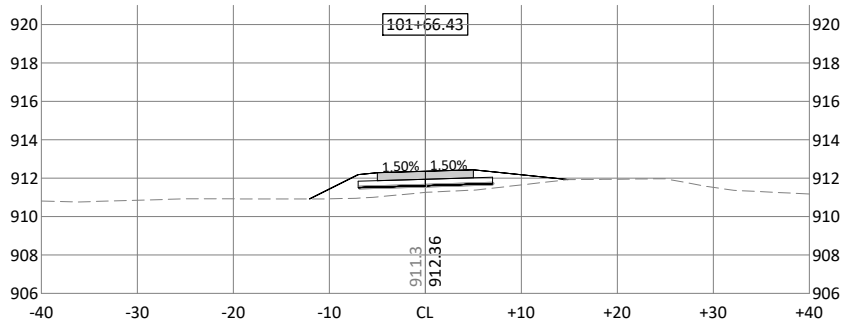
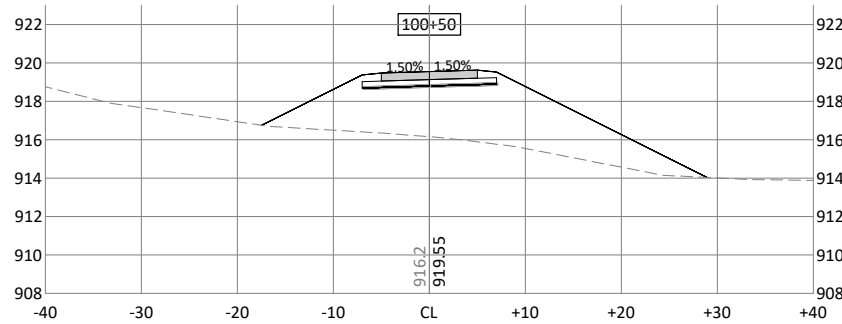
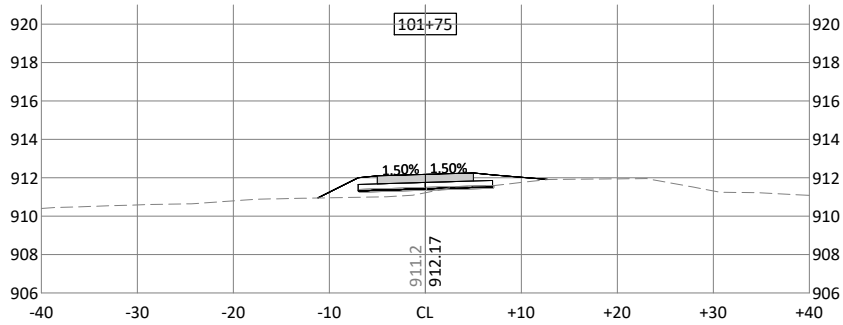
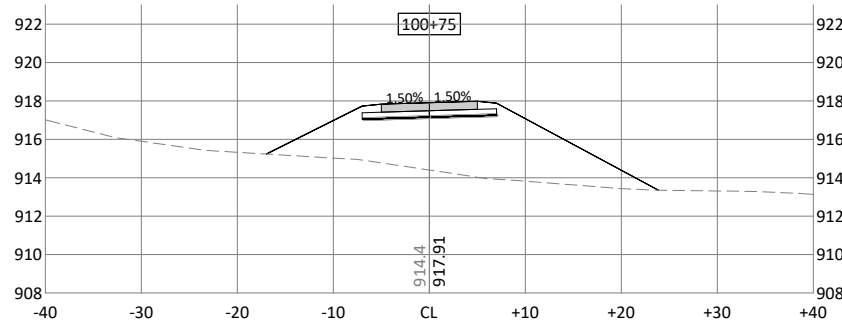
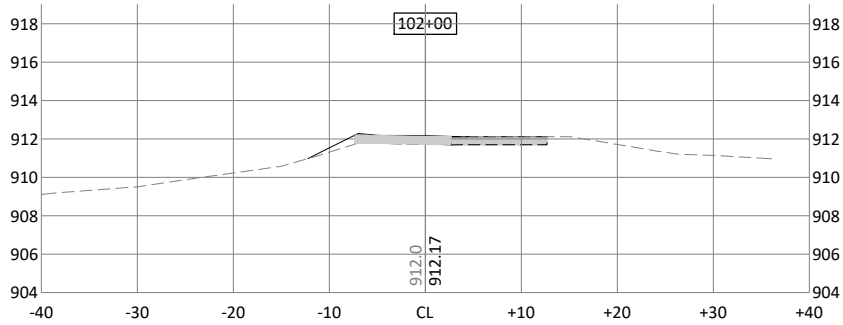
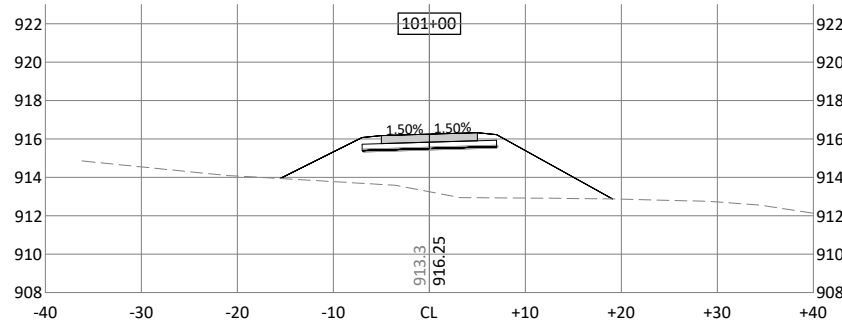
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DESIGNED	REV	DESCRIPTION	DATE
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RHH			
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CITY OF MARSHALLTOWN, IOWA
6TH STREET TRAIL
EROSION CONTROL
LINN CREEK CONNECTION

SHEET
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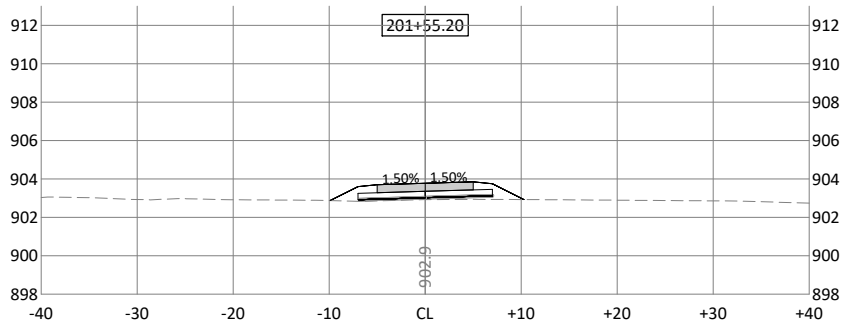
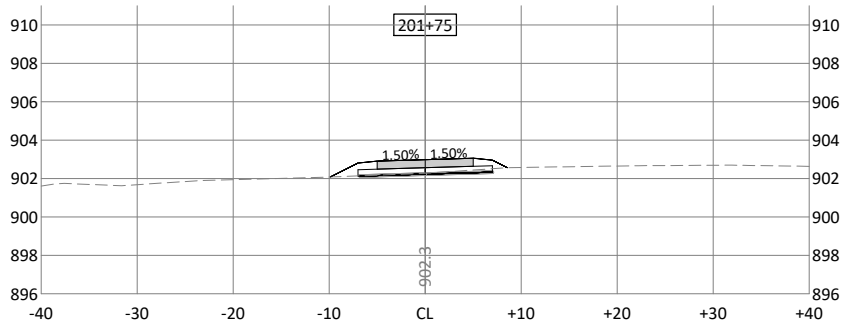
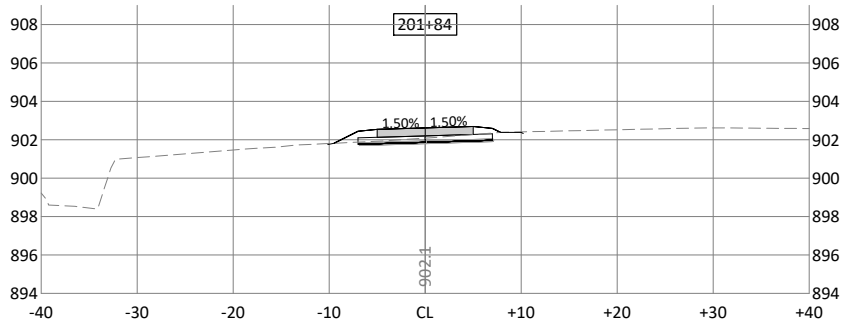
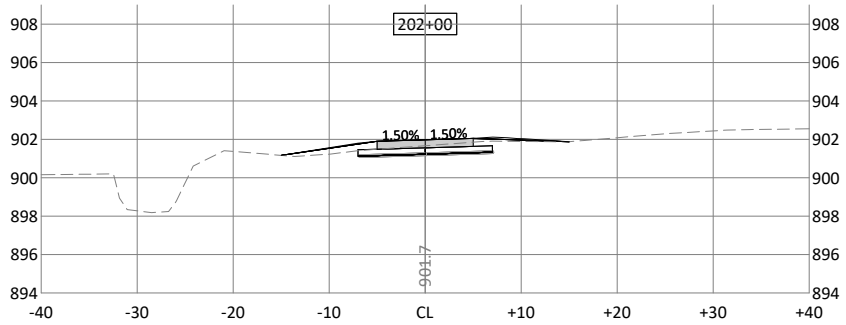
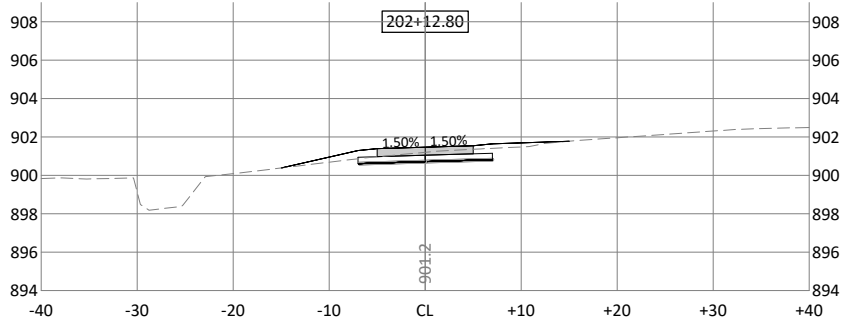
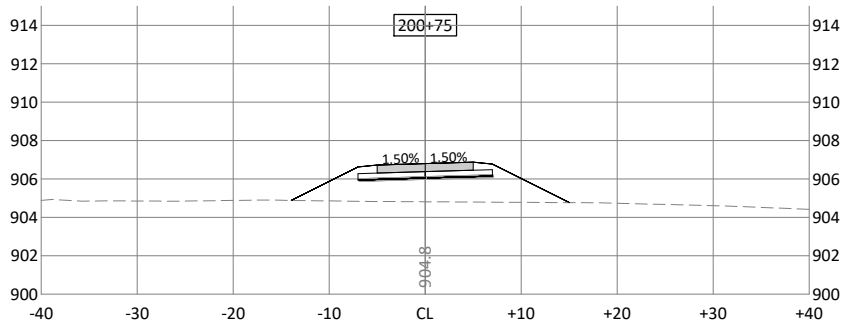
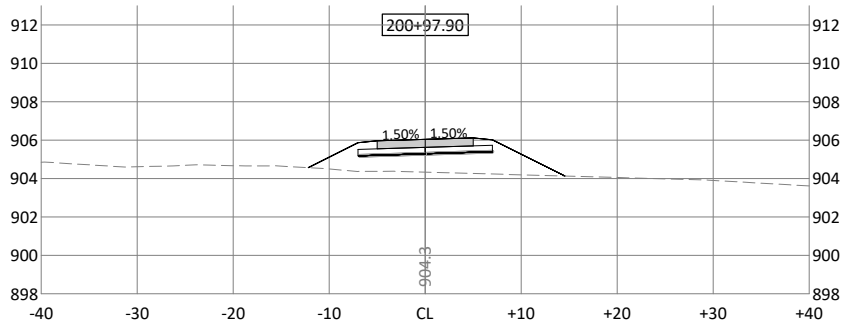
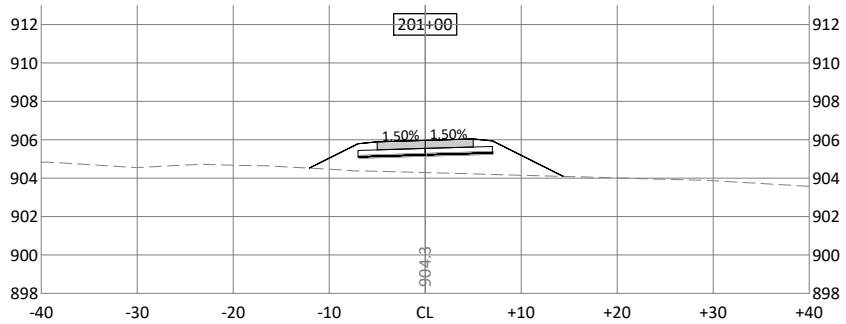
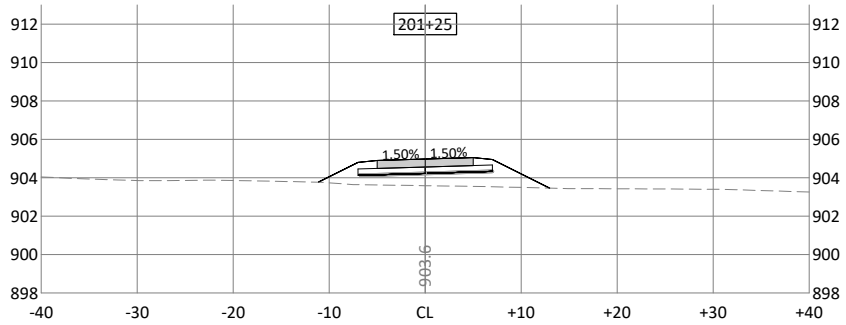
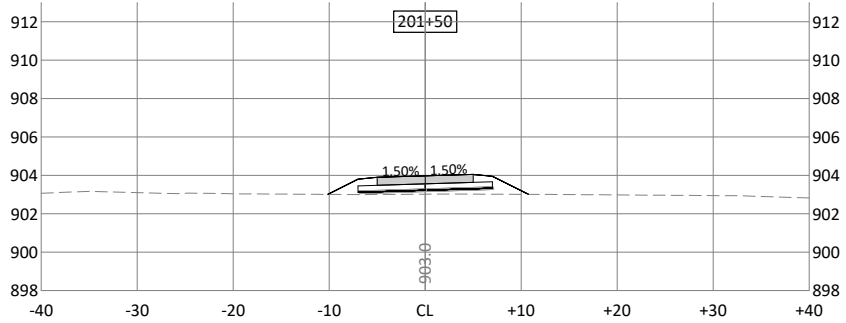
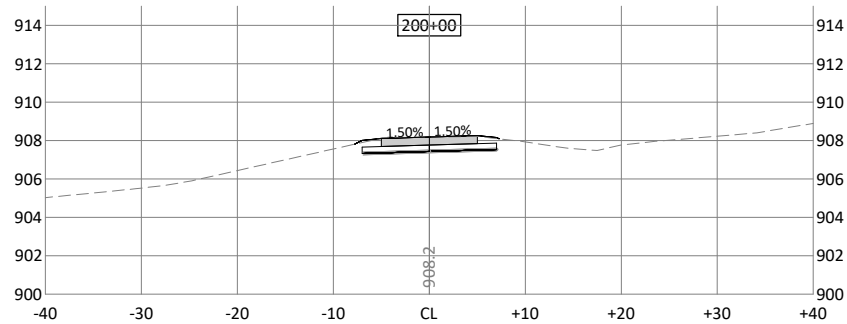
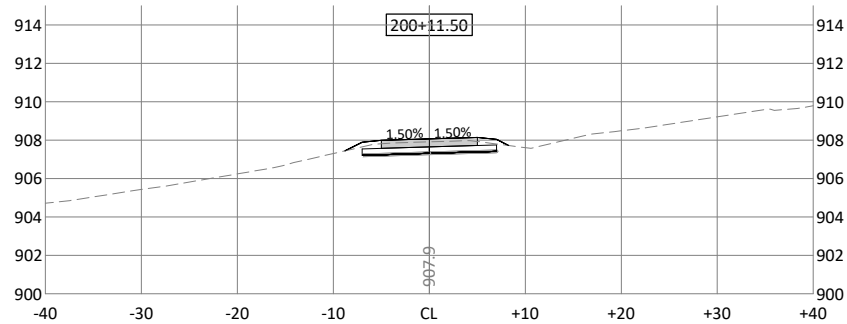
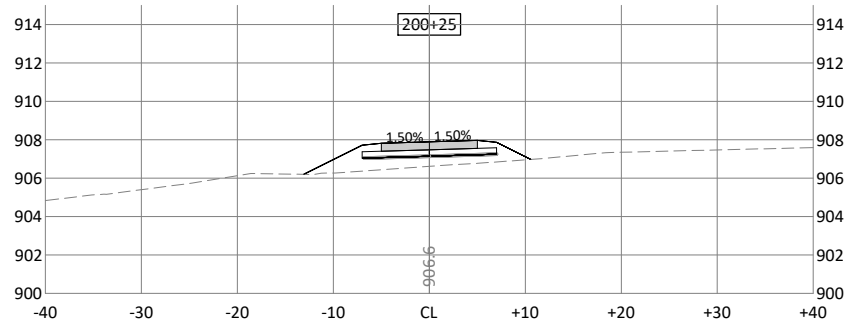
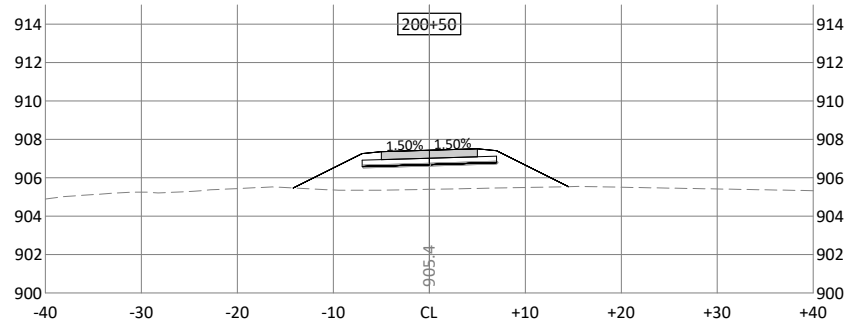
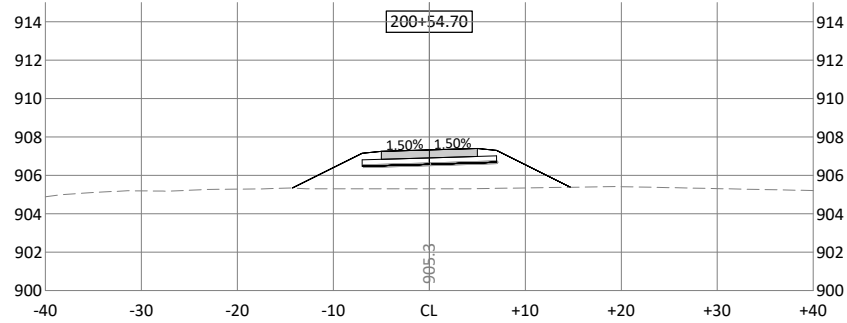
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CHECKED	JMBF			
BIMI PROJ. NO.	A13.116486			

CITY OF MARSHALLTOWN, IOWA
6TH STREET TRAIL
CROSS SECTIONS
FREEDOM ROCK CONNECTION

SHEET

W.01

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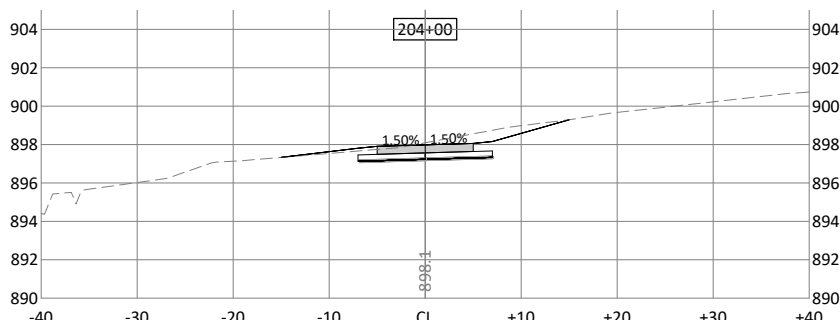
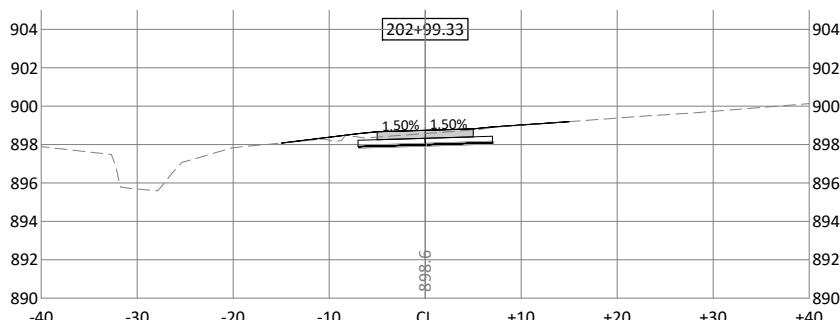
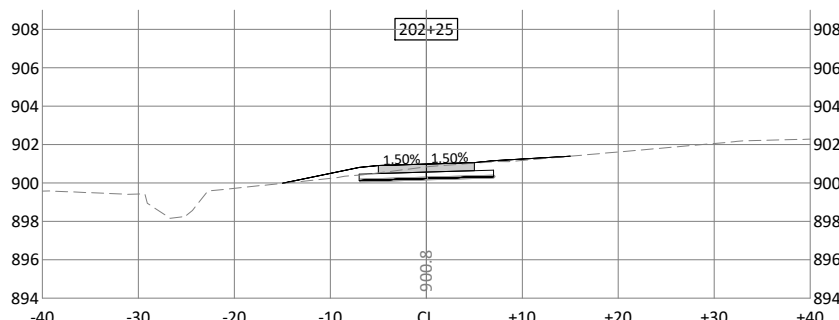
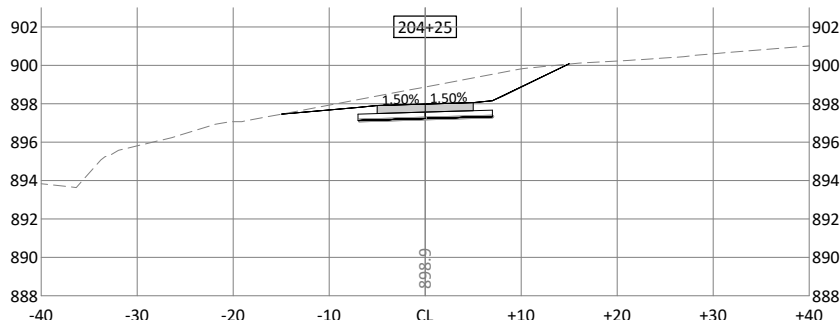
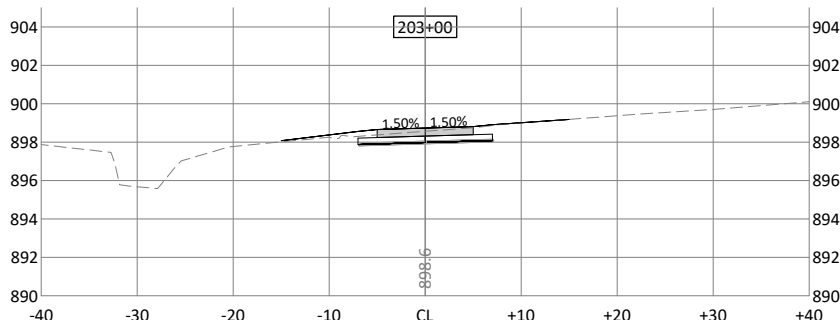
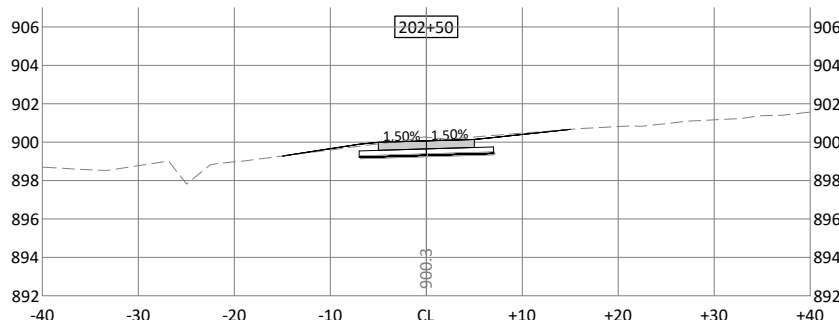
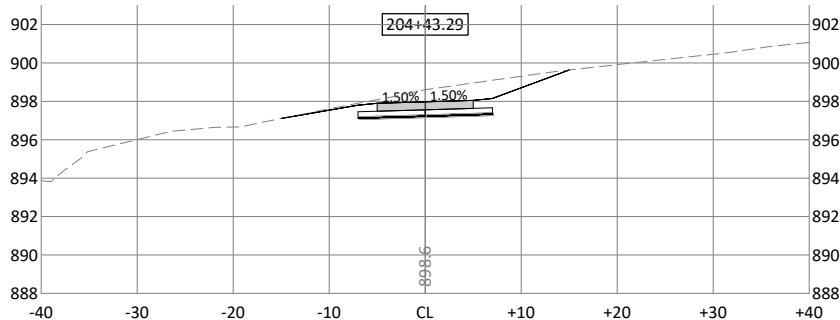
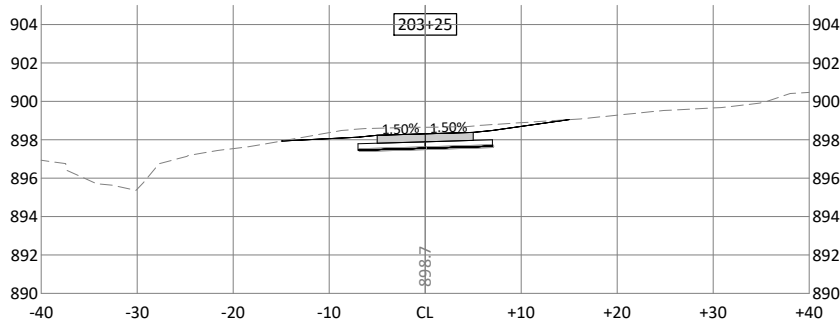
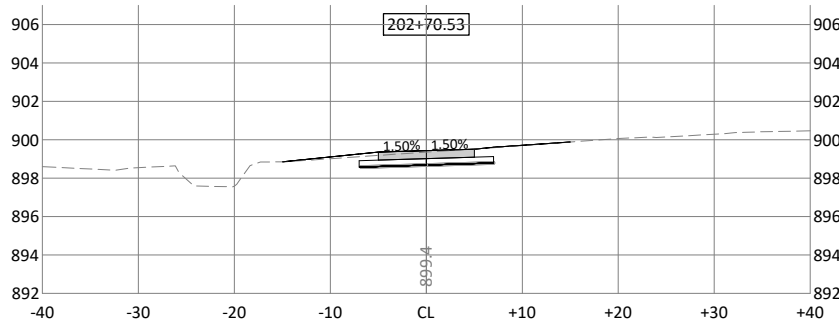
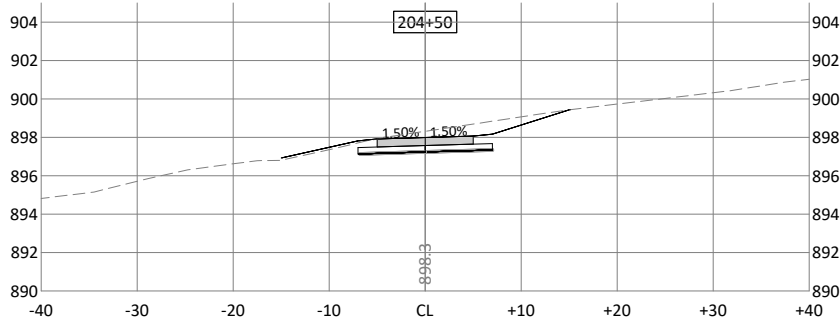
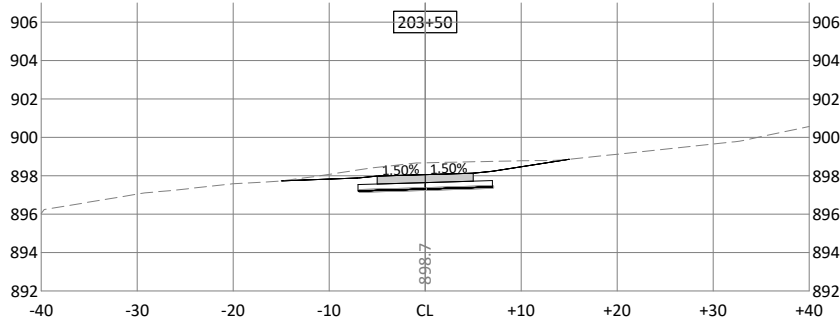
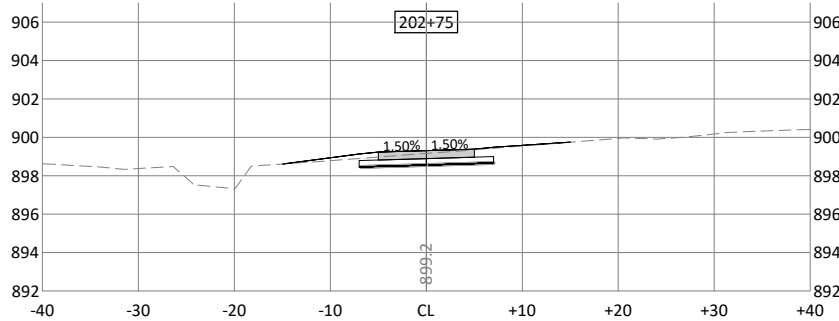
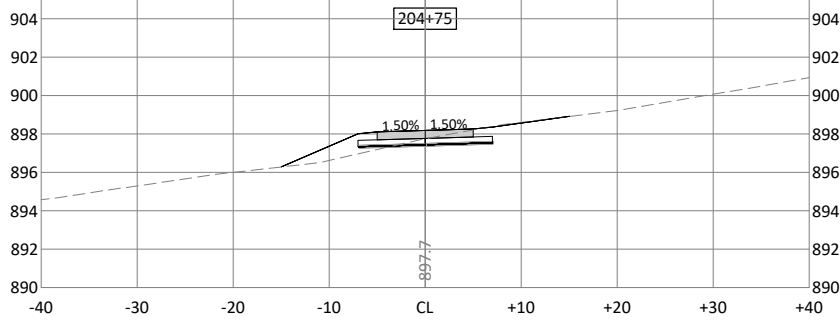
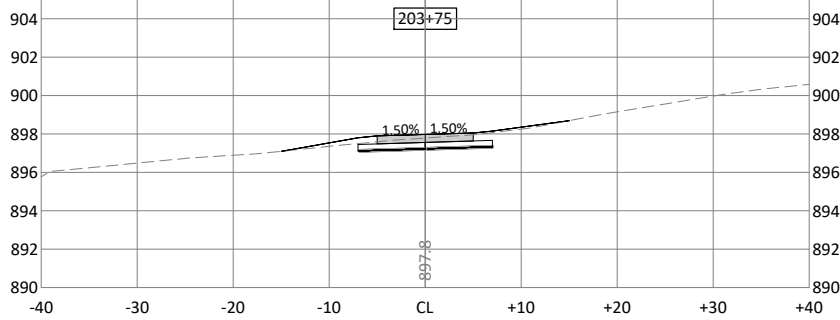
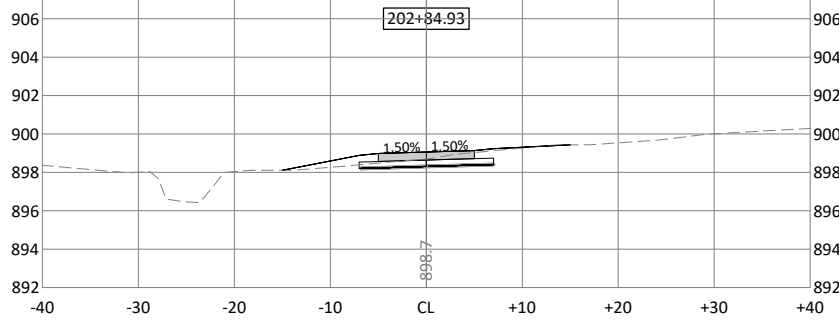
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CITY OF MARSHALLTOWN, IOWA
6TH STREET TRAIL
CROSS SECTIONS
W SOUTH STREET CONNECTION

SHEET

W.02

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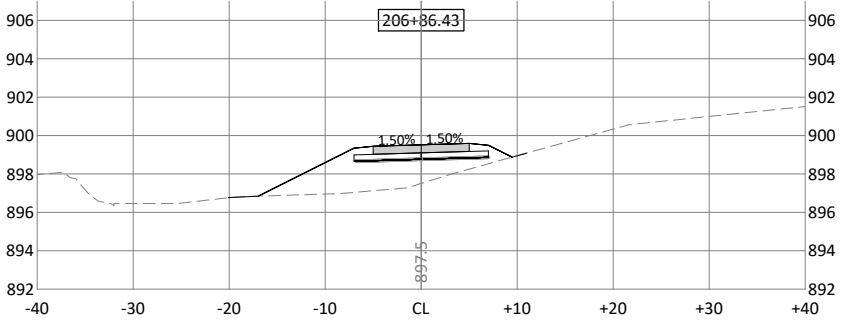
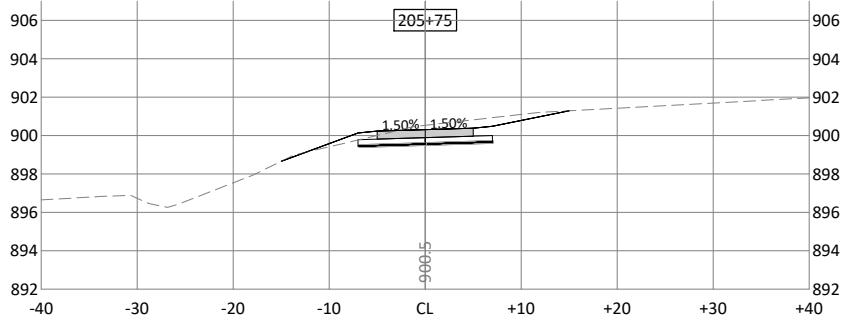
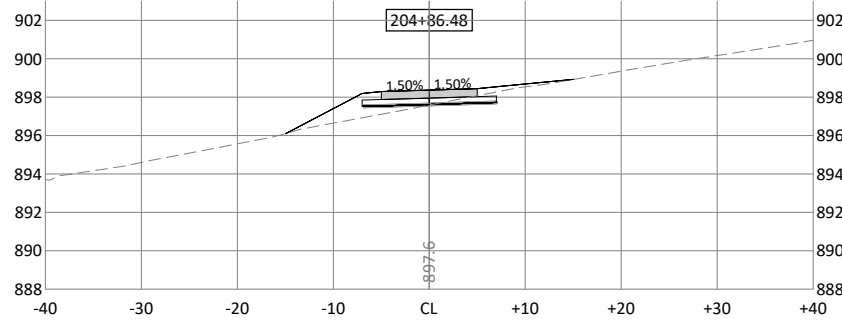
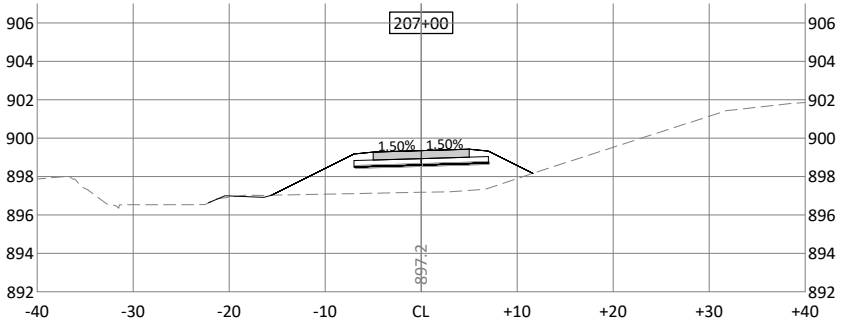
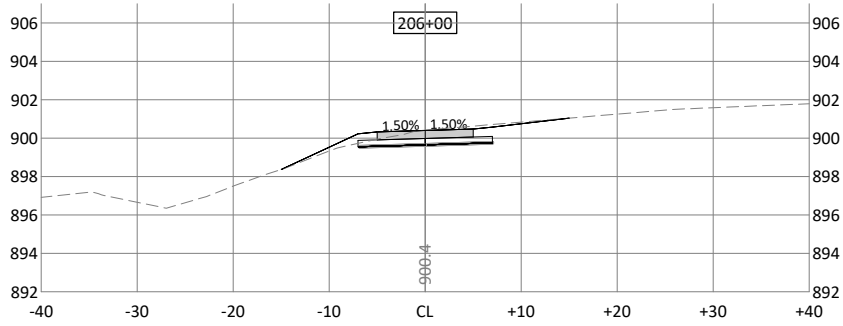
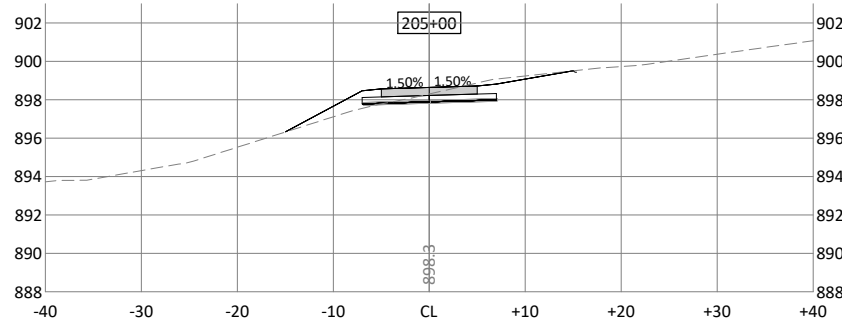
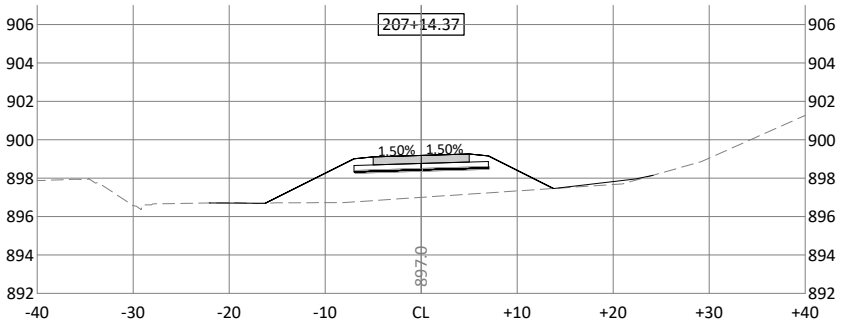
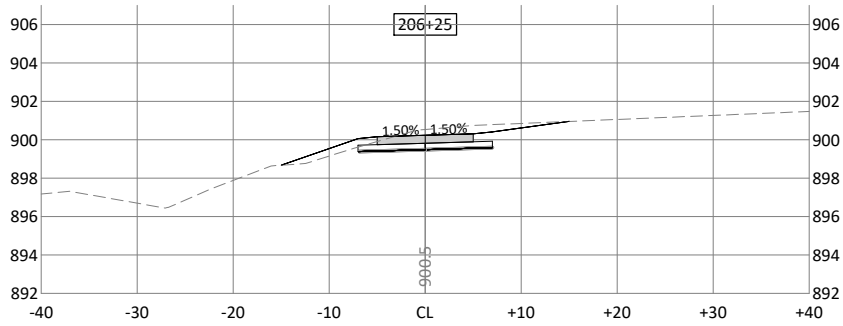
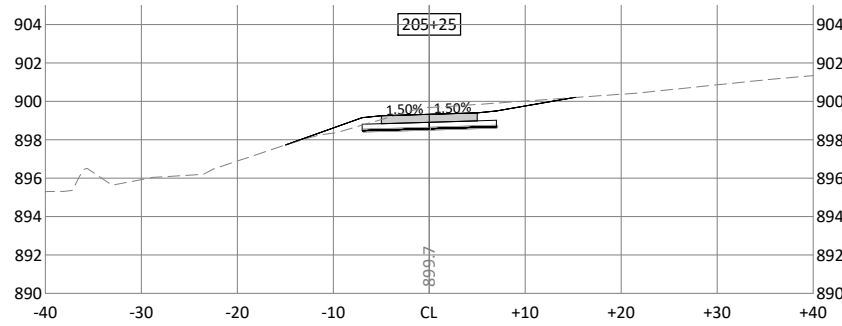
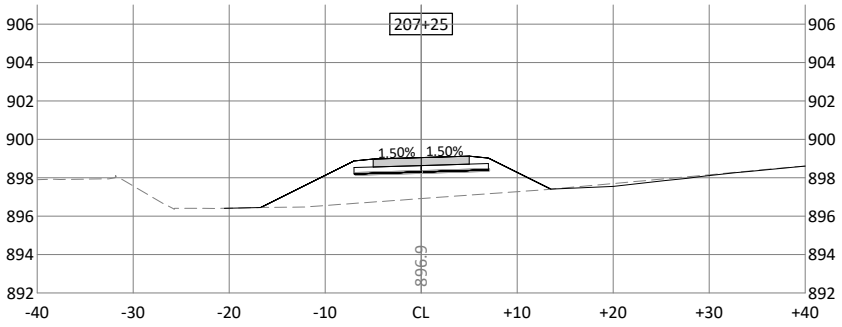
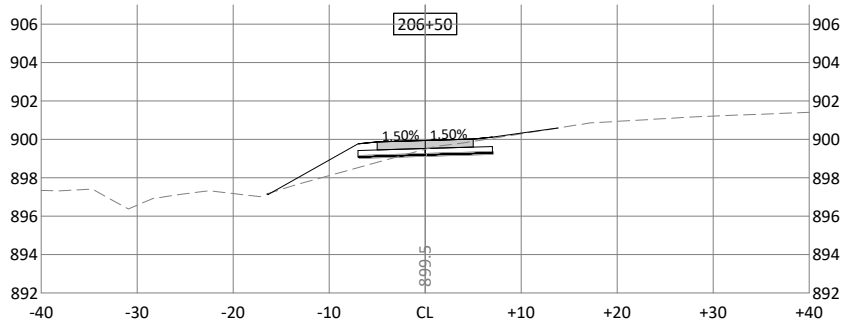
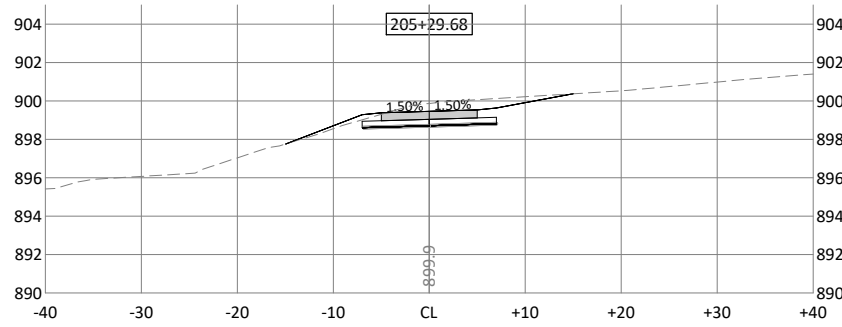
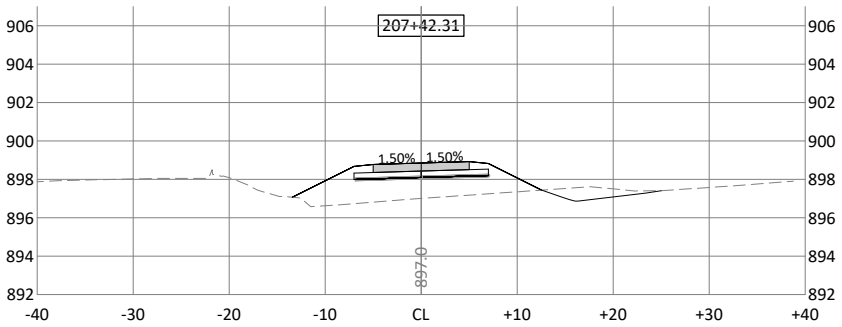
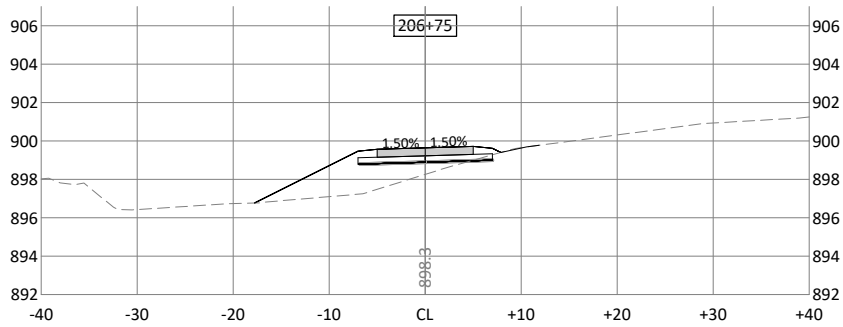
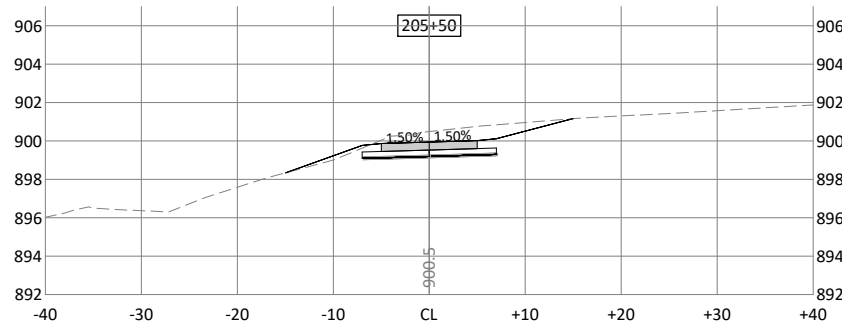
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CHECKED	JMBF			
BIMI PROJ. NO.	A13.116486			

CITY OF MARSHALLTOWN, IOWA
6TH STREET TRAIL
CROSS SECTIONS
W SOUTH STREET CONNECTION

SHEET

W.03

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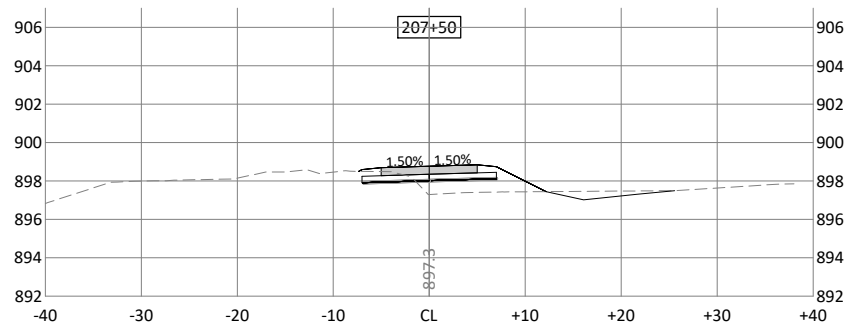
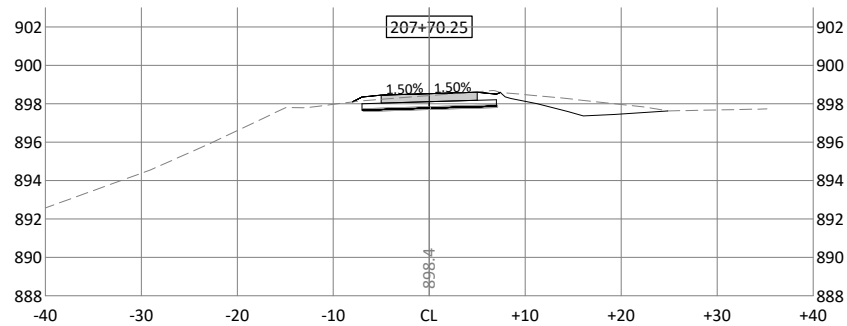
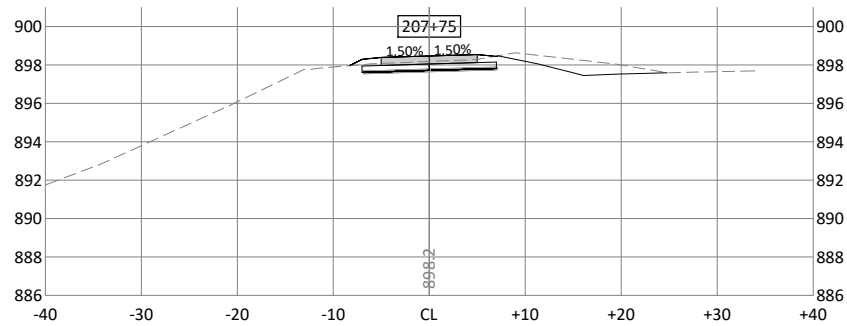
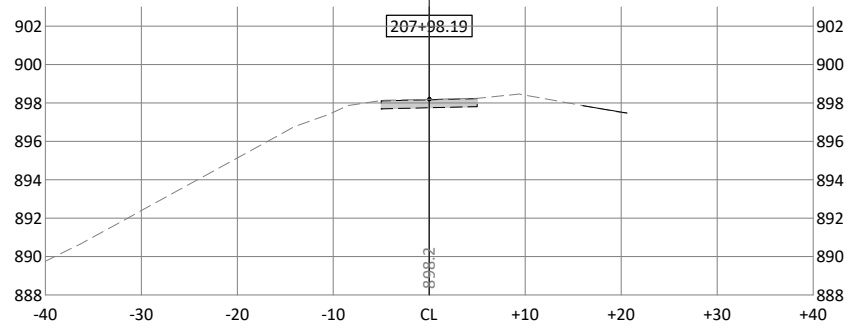
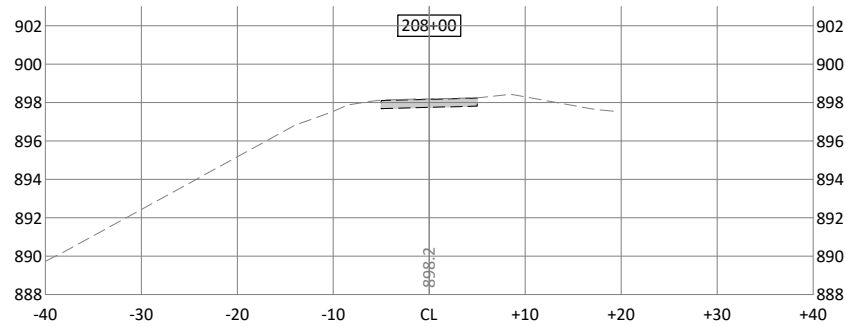
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CITY OF MARSHALLTOWN, IOWA
6TH STREET TRAIL
CROSS SECTIONS
W SOUTH STREET CONNECTION

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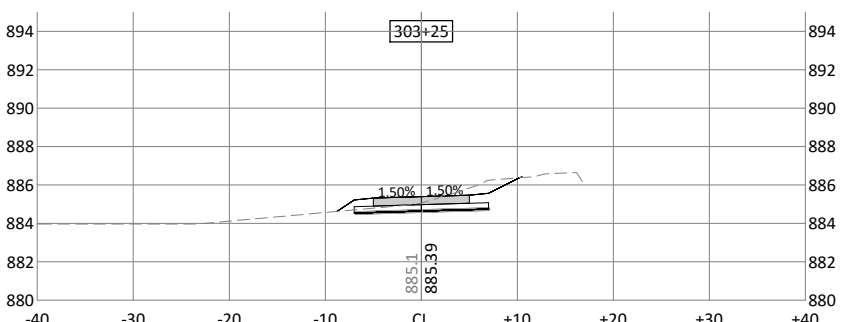
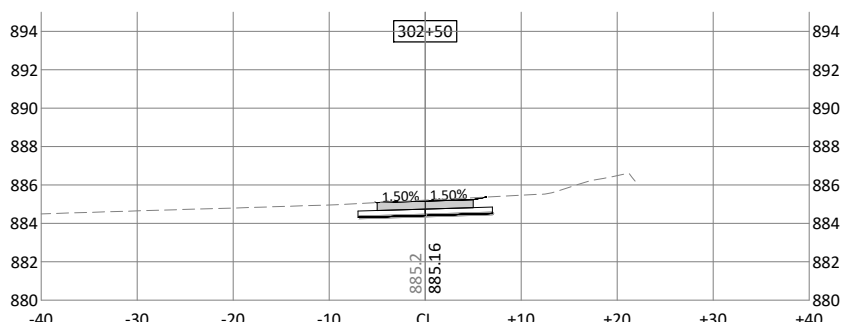
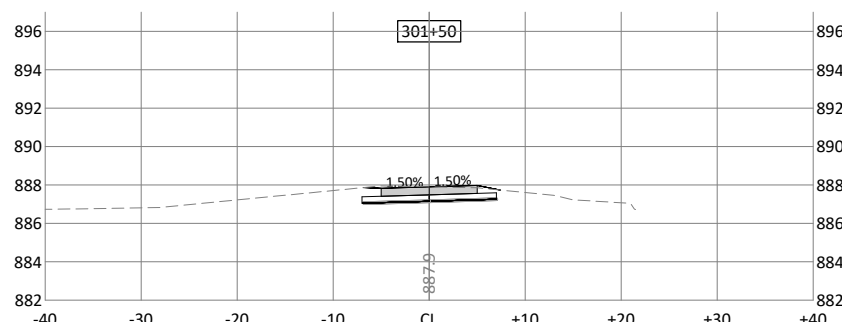
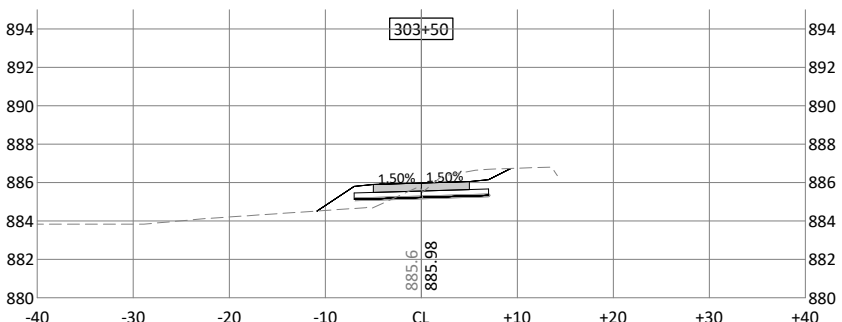
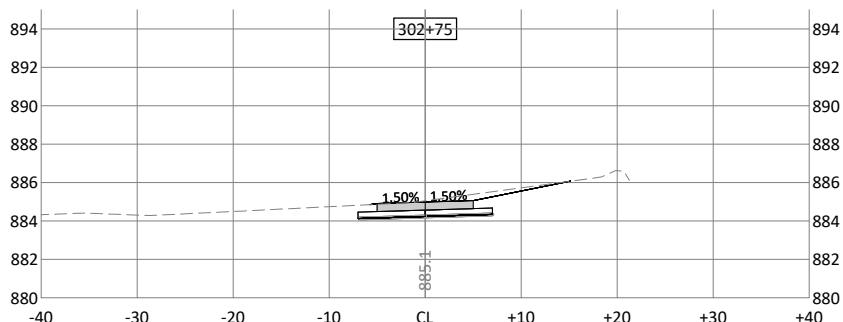
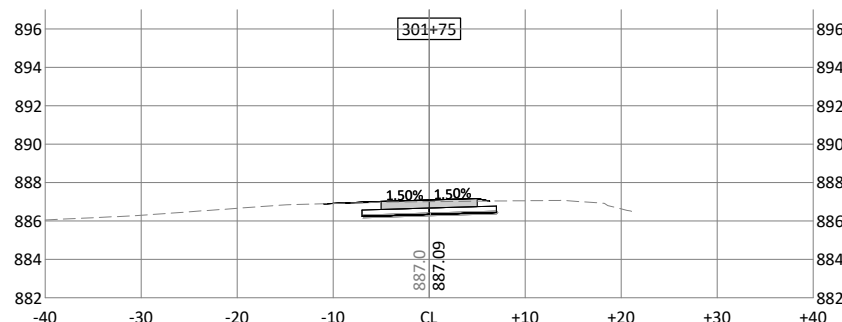
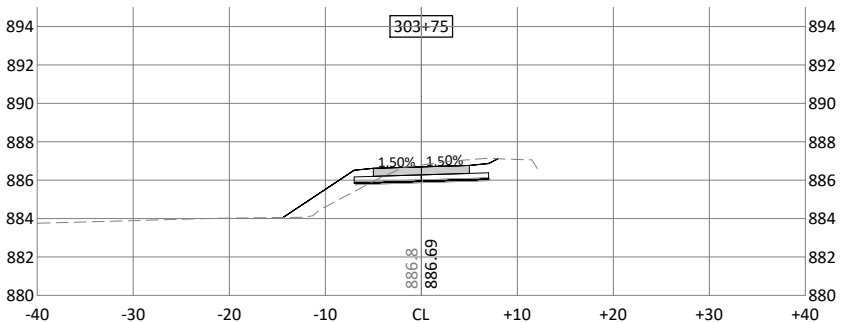
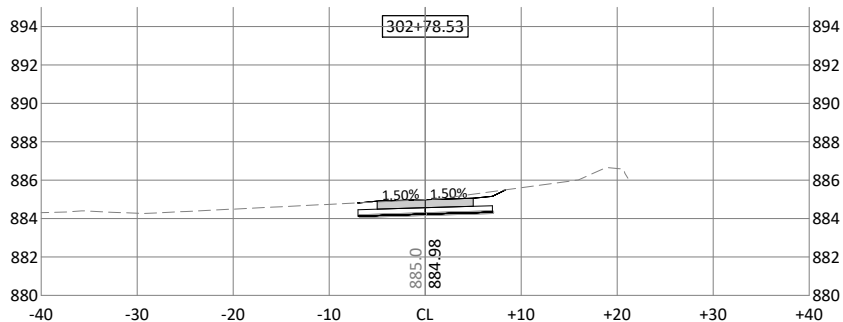
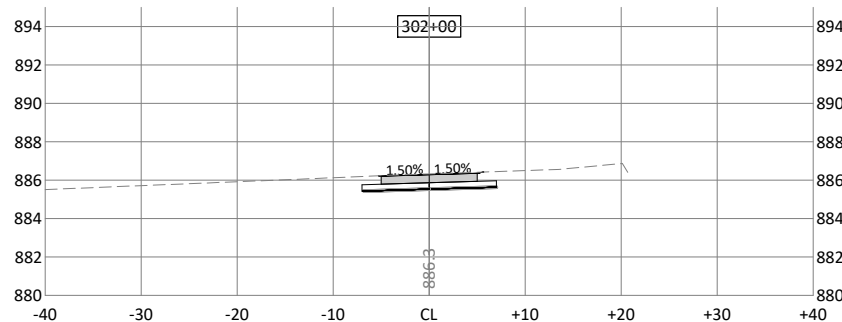
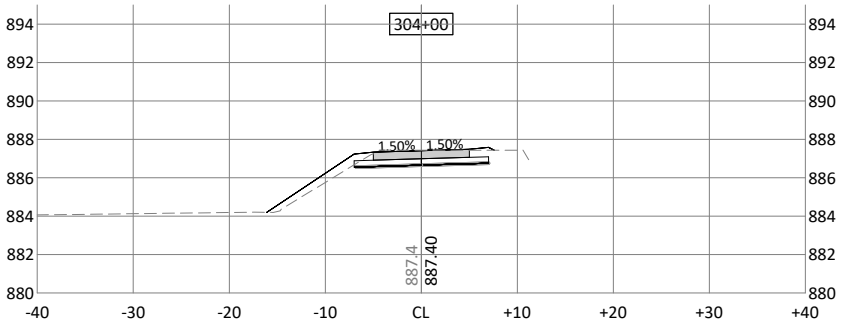
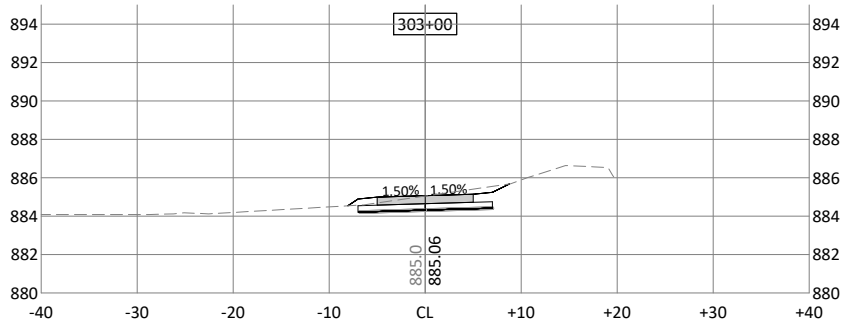
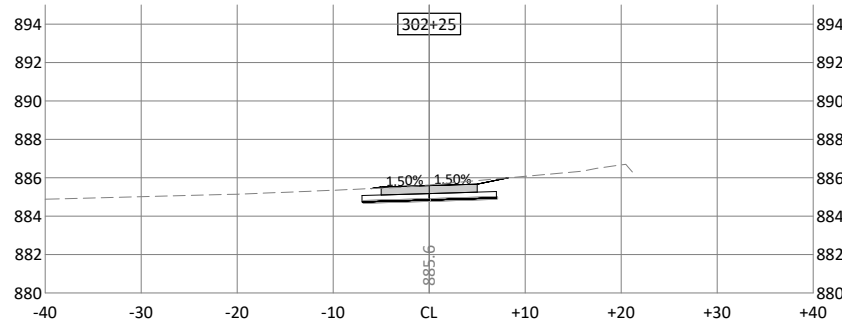
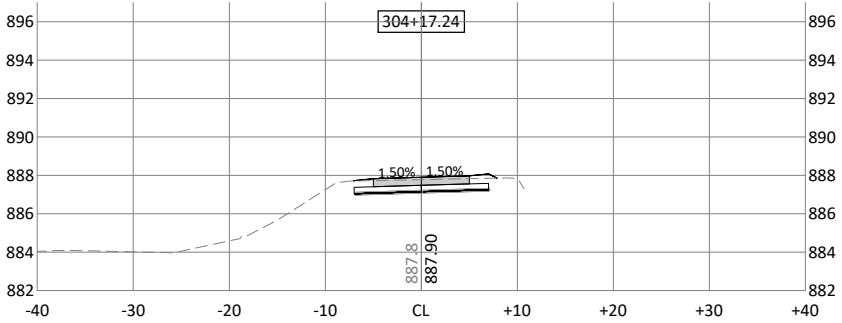
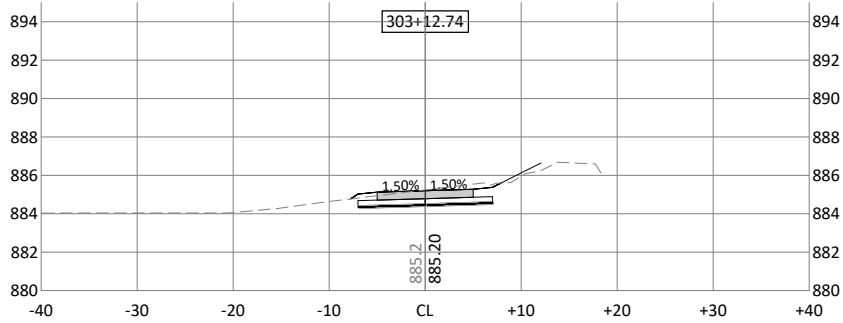
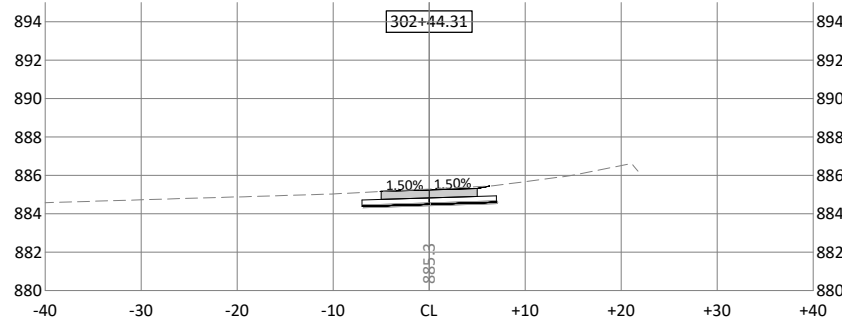
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BIMI PROJ. NO.			
A13.116486			

CITY OF MARSHALLTOWN, IOWA
6TH STREET TRAIL
CROSS SECTIONS
W SOUTH STREET CONNECTION

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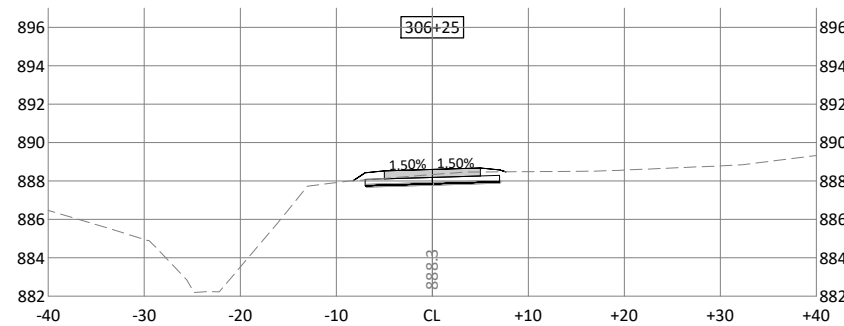
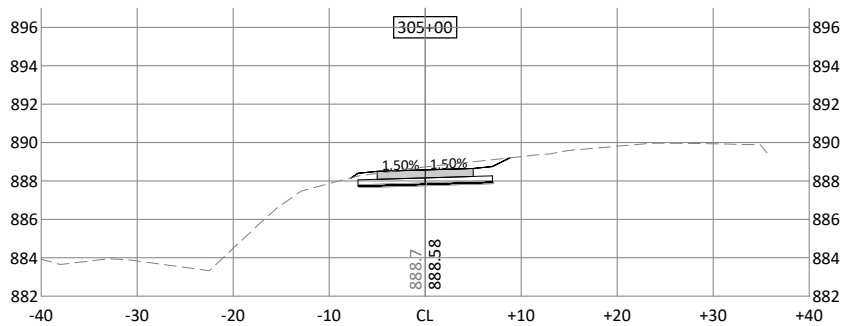
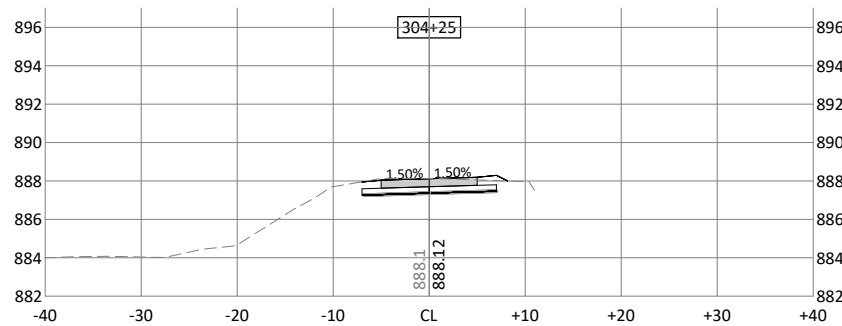
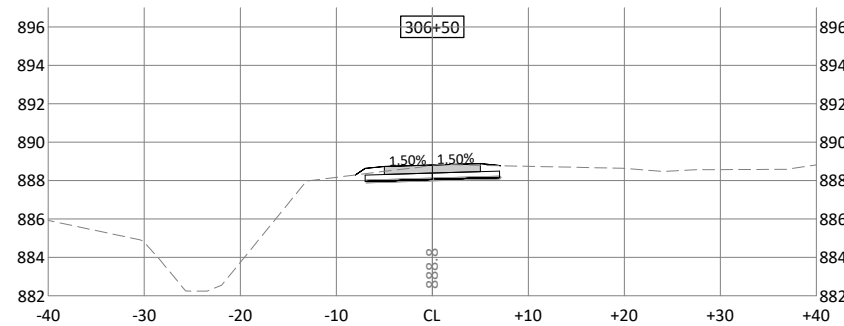
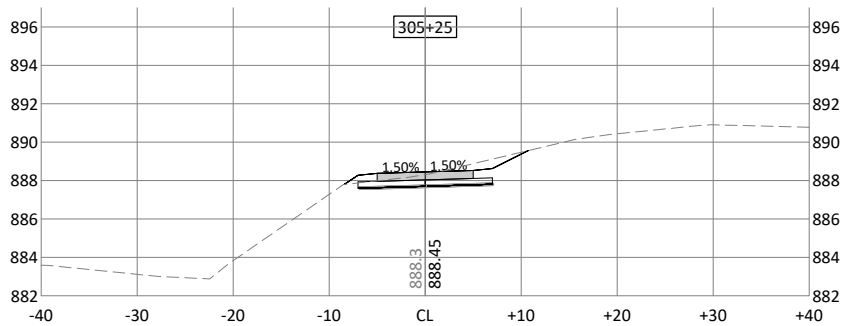
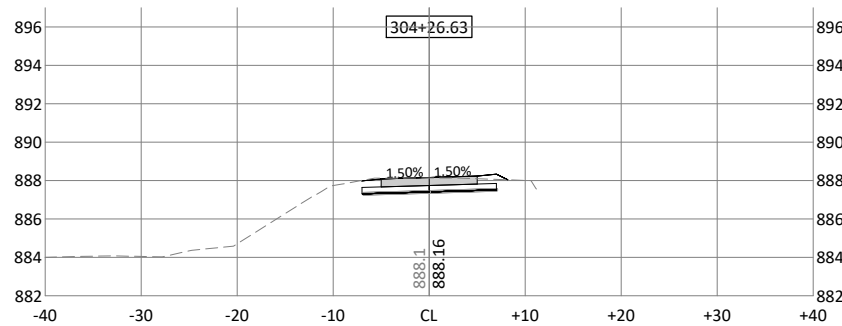
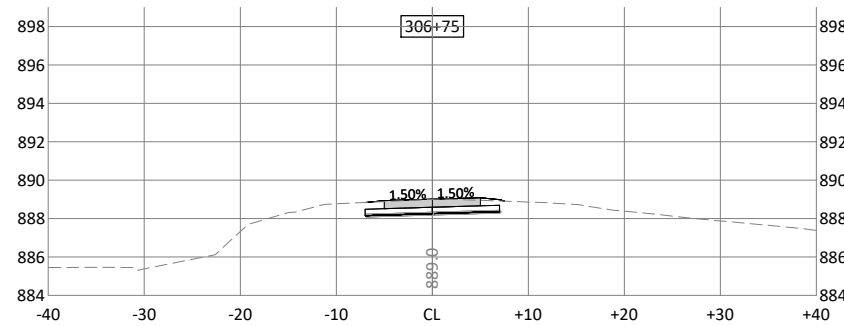
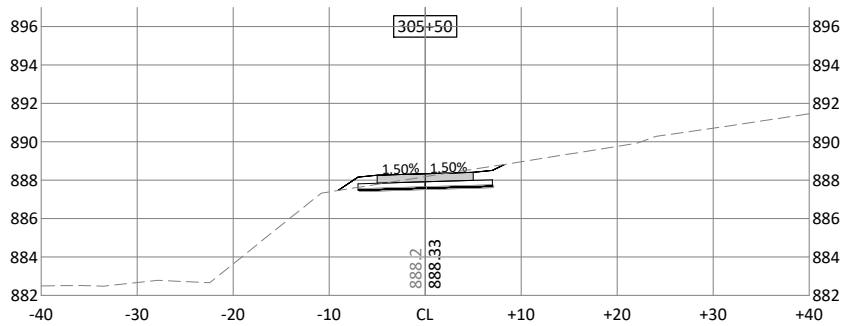
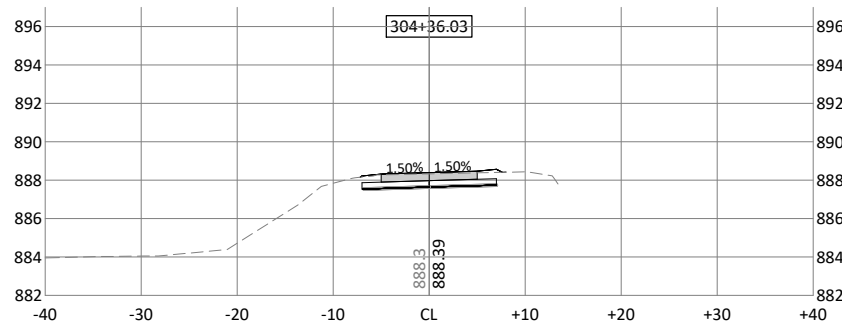
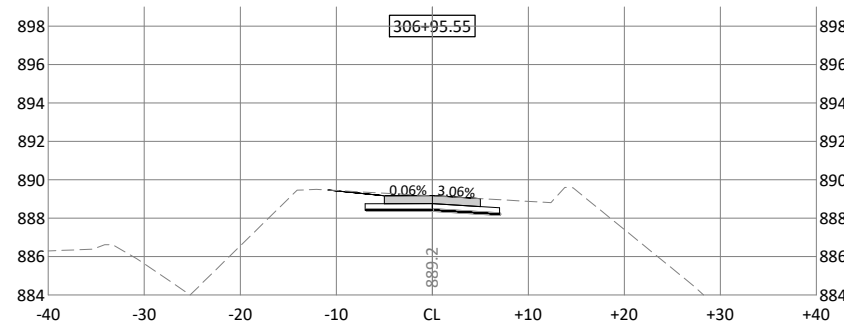
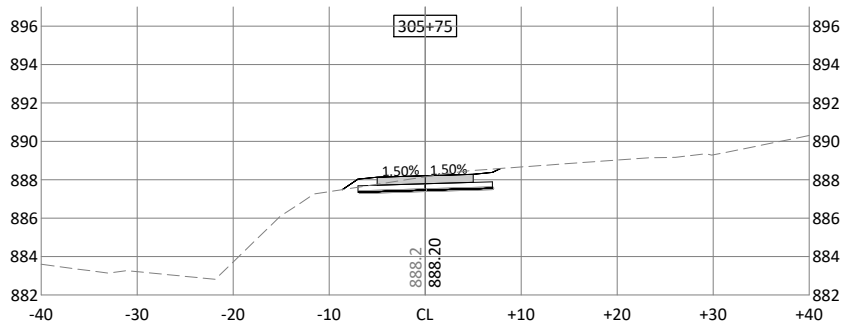
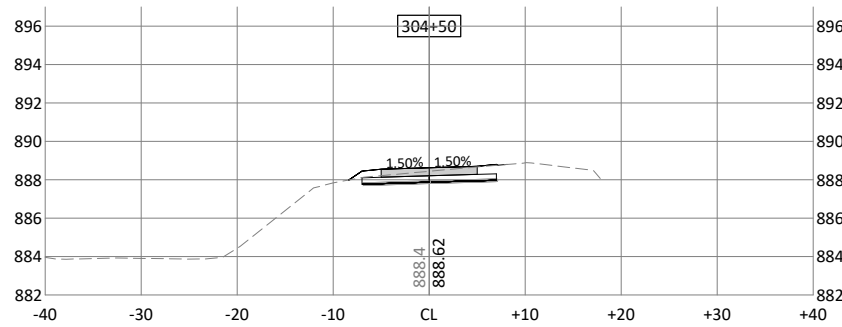
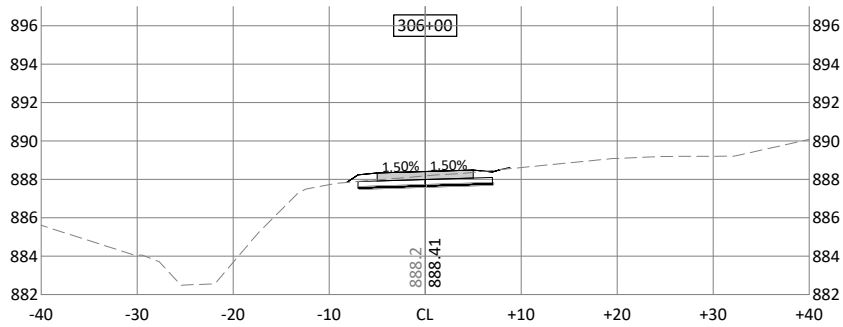
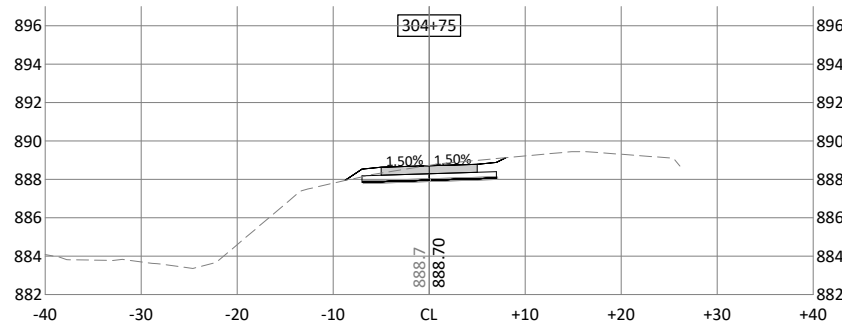
REV	DESCRIPTION	DATE

CITY OF MARSHALLTOWN, IOWA
6TH STREET TRAIL
CROSS SECTIONS
LINN CREEK CONNECTION

SHEET

W.06

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**BOLTON
& MENK**

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

DESIGNED	RHH	REV	DESCRIPTION	DATE
DRAWN	RHH			
CHECKED	JMBF			
BIMI PROJ. NO.	A13.116486			

CITY OF MARSHALLTOWN, IOWA
6TH STREET TRAIL
CROSS SECTIONS
LINN CREEK CONNECTION

SHEET

W.07

PROJECT MANUAL

6th Street Trail

City of Marshalltown

Marshalltown, Iowa

September 2024

BMI Project No. A13.116486

CITY PROJECT NO. TRL 18-002



Real People. Real Solutions.

Bolton-Menk.com

SECTION 00005 - CERTIFICATION PAGE

**PROJECT MANUAL
FOR
6TH STREET TRAIL
CITY OF MARSHALLTOWN
MARSHALLTOWN, IOWA
SEPTEMBER 2024
BMI PROJECT NO. A13.116486
CITY PROJECT NO. TRL 18-002**

	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. <u>Jessica M. B. Fisher</u> Date: <u>September 5, 2024</u> Jessica M. B. Fisher, P.E. License No. P19947 My renewal date is December 31, 2025 Pages or sheets covered by this seal: <u>ALL SHEETS</u>
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SECTION 00010 - TABLE OF CONTENTS

6th Street Trail
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
00450 - INFORMATION REQUESTED FROM THE LOW BIDDER
00500 - CONTRACT
00610 - PERFORMANCE, PAYMENT AND MAINTENANCE BOND
00800 - SPECIAL PROVISIONS
00900 - NOTICE OF AWARD
00910 - NOTICE TO PROCEED

Supplemental Specifications
City of Marshalltown

DRAWINGS (UNDER SEPARATE COVER):

_____ sheets numbered _____ through _____, inclusive, dated _____, 20____, and with each sheet bearing the following general title:

6th Street Trail
City of Marshalltown

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

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

SECTION 00100 - NOTICE TO BIDDERS

6th Street Trail
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 October 8, 2024, in the office of the City 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 October 14, 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 substantially complete before July 1, 2025, with Final payment ready on or before August 15, 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 1519 Baltimore Drive, Ames, IA 50010. Complete digital project bidding documents are available at www.bolton-menk.com or www.questcdn.com. Bidding documents are also available on the City's website at www.marshalltown-ia.gov. You may view the digital plan documents for free by entering QuestCDN Project #93606444 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: Construction of a PCC trail. Total trail is approximately 1,750 SY built in three sections. The project also contains clearing and grubbing, stormwater improvements, pavement markings, fence construction, and associated erosion control measures.

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

Alicia Hunter
City Clerk

SECTION 00110 - NOTICE OF PUBLIC HEARING

6th Street Trail
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 September 23, 2024, at 24 N Center Street, Marshalltown, Iowa 50158.

PROJECT DESCRIPTION: Construction of a PCC trail. Total trail is approximately 1,750 SY built in three sections. The project also contains clearing and grubbing, stormwater improvements, pavement markings, fence construction, and associated erosion control measures.

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 City 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

6th Street Trail
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:

NA

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.

ARTICLE 6—ADDITIONAL ITEMS

- 6.01 Qualification of Bidders
- A. To demonstrate the Bidder's qualifications to perform the work, after submitting its bid and within 5 days of owners request, Bidder must submit the following information:
 - 1. Written evidence establishing the Bidder's qualifications such as financial data, previous experience, and present commitments.
 - 2. A written statement that the Bidder is authorized to do business in the State of Iowa, or a written certification that Bidder will obtain such authority prior to the effective date of the contract.
 - 3. The Bidder's state or other contractor license number, if applicable.
 - 4. Subcontractors and suppliers qualification information.
 - 5. Other required information regarding qualifications.
- 6.02 Pre-Bid Conference
- A. A pre-bid conference will not be conducted for this Project.

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

SECTION 00410 - PROPOSAL

6th Street Trail
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 6th Street Trail.

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.

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

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.

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

6th Street Trail
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.

ESTIMATED PROJECT QUANTITIES					
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	CLEARING AND GRUBBING	LS	1		
2	TOPSOIL, ON-SITE	CY	974		
3	EXCAVATION, CLASS 10	CY	750		
4	SUBGRADE PREPARATION	SY	2428		
5	SUBBASE, GRANULAR, 4 IN	SY	2428		
6	COMPACTION TESTING	LS	1		
7	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL	CY	50		
8	PIPE CULVERT, TRENCHED, RCP, 15 IN	LF	24		
9	PIPE APRON, RCP, 15 IN	EA	2		
10	MANHOLE ADJUSTMENT, MINOR	EA	1		
11	PCC PAVEMENT SAMPLES AND TESTING	LS	1		
12	TRAIL, PCC, 5 IN	SY	1750		
13	SIDEWALK, PCC, 4 IN	SY	6		
14	PAVEMENT REMOVAL	SY	68		
15	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE	STA	1.5		
16	GROOVES CUT FOR PAVEMENT MARKINGS	STA	1.5		
17	TRAFFIC SIGNS	EA	11		
18	TEMPORARY TRAFFIC CONTROL	LS	1		
19	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING	LS	1		

ESTIMATED PROJECT QUANTITIES					
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
20	FILTER SOCK OR FILTER SOCK FOR DITCH CHECK, 9 IN	LF	1800		
21	FILTER SOCK OR FILTER SOCK FOR DITCH CHECK, REMOVAL	LF	1800		
22	RIP RAP, CLASS D	TON	3.5		
23	STABILIZED CONSTRUCTION ENTRANCE	SY	64		
24	CHAIN LINK FENCE, GENERAL, 72 IN	LF	190		
25	GATES, GENERAL, 72 IN, 5 FT	EA	2		
26	REMOVAL OF FENCE	LF	220		
27	CONSTRUCTION SURVEY	LS	1		
28	MONUMENT PRESERVATION AND REPLACEMENT	LS	1		
29	MOBILIZATION	LS	1		
30	CONCRETE WASHOUT	LS	1		
31	BIKE RACK	EA	5		
TOTAL BASE BID AMOUNT:					

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

THIS PAGE INTENTIONALLY LEFT BLANK.

SECTION 00420 - BID BOND

6th Street Trail
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: 6th Street Trail

Project Description: Construction of a PCC trail. Total trail is approximately 1,750 SY built in three sections. The project also contains clearing and grubbing, stormwater improvements, pavement markings, fence construction, and associated erosion control measures.

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 00450 - INFORMATION REQUESTED FROM THE LOW BIDDER

(The low bidder may be requested to provide this information after the bids are received, but prior to issuing the "Notice of Award".)

GENERAL INFORMATION

The low bidder is requested to furnish the following information. Additional sheets shall be attached as required.

Contractor's Name and Address: _____

Number of years as a contractor in construction work of this type: _____

Names and titles of all officers of Contractor's firm: _____

SUBMIT a list of five construction contracts completed by the contractor during the last five years involving work of similar type and comparable value. The list shall include the following information as a minimum:

- Name, address and telephone number of owner;
- Name of project;
- Location of project;
- Brief description of the work involved;
- Contract amount;
- Date of completion of contract;
- Name, address and telephone number of architect or engineer; and
- Name of owner's project engineer.

EQUIPMENT/MATERIAL SOURCE INFORMATION

The low bidder is requested to list the name of the manufacturer of supplier and catalog numbers of the equipment or material proposed to be furnished under the bid. Awarding of a contract under this bid will not imply approval by the Owner of the manufacturers or suppliers listed by the low bidder.

- Concrete Mixes
- Aggregates

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

SECTION 00500 - CONTRACT

6th Street Trail
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 6th Street Trail as specified in the contract documents, which are officially on file with the Jurisdiction, in the office of the City 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: 6th Street Trail

Project Description: Construction of a PCC trail. Total trail is approximately 1,750 SY built in three sections. The project also contains clearing and grubbing, stormwater improvements, pavement markings, fence construction, and associated erosion control measures.

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 8/15/2025.
- B. Liquidated Damages
 - 1. Pay liquidated damages for noncompliance with said completion provisions in the amount of six hundred sixty Dollars (\$660.00) 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, City 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

6th Street Trail
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 Oblige (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 6th Street Trail, Marshalltown, Iowa.

Project Description: Construction of a PCC trail. Total trail is approximately 1,750 SY built in three sections. The project also contains clearing and grubbing, stormwater improvements, pavement markings, fence construction, and associated erosion control measures.

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 four 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

6th Street Trail
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., 1519 Baltimore Drive, Ames, IA 50010.

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 6th Street Trail 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. The City will accept electronic submittals in lieu of 3 hard copies.
 - 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) NA

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 (NOT USED)

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) SOIL BORINGS

- a) None

22) 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.

23) 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.

24) 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.

25) 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.

26) EROSION CONTROL (No Permit)

- a) A SWPPP Plan and NPDES Permit are not required for this project. Contractor shall still be responsible to protect against erosion and dust pollution on this project site and any off-site deposit or borrow area used for this project.
- b) Protect adjoining property including public sanitary and storm sewer systems and streets from any damage resulting from movement of earth or other debris from project site. Repair any damage immediately.
- c) Prevent accumulation of earth or debris on adjoining public or private property from project site. Remove any accumulation of earth or debris immediately. Prevent repetition of any instance where earth or debris moves from project site to adjoining public or private property.
- d) 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.
- e) 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 directed by the Engineer.
- f) Erosion protection measures, other than those specified as unit price pay items are incidental.
- g) 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.
- h) After the detention basin construction is completed, the Contractor is required to immediately seed and mulch these locations.
- i) As construction progresses, sodding, seeding and mulching 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.
- j) The Contractor shall anticipate multiple mobilizations to complete seeding, sodding, mulching and surface restoration operations as areas of the project corridor become available to do so.
- k) The contractor shall be responsible for obtaining a City of Marshalltown Minor Erosion Control Permit. The permit fee shall be waived by the City of Marshalltown.

27) 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.

28) 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.

29) 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: 6th Street Trail

PROJECT DESCRIPTION: Construction of a PCC trail. Total trail is approximately 1,750 SY built in three sections. The project also contains clearing and grubbing, stormwater improvements, pavement markings, fence construction, and associated erosion control measures.

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: 6th Street Trail
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: _____

**RESOLUTION APPROVING THE RENEWAL OF AGREEMENT BY AND BETWEEN
THE CITY OF MARSHALLTOWN, IOWA AND THE STATE OF IOWA, IOWA
VETERANS HOME, RELATING TO POLICE PROTECTION AT THE IOWA
VETERANS HOME, MARSHALLTOWN, IOWA, FOR THREE FISCAL YEARS
BEGINNING JULY 1, 2024, AND ENDING JUNE 30, 2027**

WHEREAS, there is herewith submitted to the City Council of Marshalltown, Iowa, a proposed renewal Agreement by and between the City of Marshalltown and the State of Iowa, Iowa Veterans Home, Marshalltown, Iowa, relating to police protection at the Iowa Veterans Home for fiscal years ending June 30, 2025, June 30, 2026 and June 30, 2027; and

WHEREAS, the previous agreements were filed with the Secretary of State as file numbers M507113, M508244, M511529 and M513530; and

WHEREAS, the Council has fully examined the agreed renewal Agreement and has found it to be in the best interests of the City of Marshalltown, Iowa, and that the same should now be approved and accepted.

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

Section 1. That the agreed renewal Agreement by and between the City of Marshalltown, Iowa and the State of Iowa, Iowa Veterans Home, Marshalltown, Iowa, for police protection at the Iowa Veterans Home for three fiscal years, beginning July 1, 2024, and ending June 30, 2027, is hereby approved in all respects and particulars.

Section 2. The Mayor and City Clerk are hereby authorized and directed to sign said renewal Agreement on behalf of the City of Marshalltown.

Passed this 9th day of September 2024, and signed this ____ day of September, 2024.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

MARSHALLTOWN

I O W A

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

TO: City Administrator Webb, Mayor Greer, and City Council
FROM: Michael W. Tupper, Chief of Police
DATE: 4 September 2024
RE: Iowa Veterans Home Law Enforcement Services Agreement Renewal

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:

Continue law enforcement services partnership with the Iowa Veterans Home (IVH). City policy requires governing body approval of agreements.

Recommendation:

Staff recommends Council approve and authorize the Mayor to sign the attached three-year agreement with the Iowa Veterans Home allowing the police department to provide law enforcement services for IVH.

Budget Impact:

IVH will pay the City of Marshalltown \$39,147.00 in FY 25, FY 26 and FY 27 for law enforcement services.

Description/Background:

The police department has a longstanding agreement with the Iowa Veterans Home, which stipulates law enforcement services the Marshalltown Police Department will provide for IVH. The current agreement expired on June 30, 2024. Staff recommends approval of a new three-year agreement. If approved the new agreement will be for the period of July 1, 2024 through June 30, 2027.

The agreement stipulates the City of Marshalltown Police Department shall provide law enforcement services to include, but not be limited by, police patrols, enforcement of traffic, parking and criminal laws, and assistance with training, safety drills, and public safety preparedness as deemed necessary by IVH and police department management.

CITY COUNCIL

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



**AGREEMENT FOR LAW ENFORCEMENT SERVICES
IOWA VETERANS HOME
1301 SUMMIT STREET
MARSHALLTOWN, IOWA**

This agreement made and entered into this 9th day of September 2024, (the "Agreement") by and between the City of Marshalltown, Iowa (Marshalltown) and the State of Iowa, WITNESSED:

WHEREAS, the State of Iowa oversees the operation of the Iowa Veterans Home (IVH) at Marshalltown, Iowa and

WHEREAS, the State of Iowa and the IVH desire that the City of Marshalltown provide law enforcement services to include but not be limited by police patrols, enforcement of traffic, parking and criminal laws and assistance with training, safety drills and public safety preparedness as deemed necessary by IVH and police department management on the IVH grounds and,

WHEREAS, the City of Marshalltown is willing to provide law enforcement services at the IVH on the terms and conditions herein set forth.

THEREFORE, IN CONSIDERATION of the recitals, representations, covenants, and Agreement set forth herein, the parties hereby represent, covenant and agree as follows:

1. Description of law enforcement services to be provided. The City of Marshalltown, through utilization of its Police Department, shall provide law enforcement services to include, but not be limited by, police patrols, enforcement of traffic, parking and criminal laws, and assistance with training, safety drills and public safety preparedness as deemed necessary by IVH and police department management.
2. Fee. The State of Iowa shall pay to the City of Marshalltown an annual fee in the amount of **\$39,147** for the fiscal year beginning July 1, 2024, and ending June 30, 2025, for law enforcement services provided pursuant to this contract. The State of Iowa shall pay to the City of Marshalltown an annual fee in the amount of **\$39,147** for the fiscal year beginning July 1, 2025, and ending June 30, 2026, for law enforcement services provided pursuant to this contract. The State of Iowa shall pay to the City of Marshalltown an annual fee in the amount of **\$39,147** for the fiscal year beginning July 1, 2026, and ending June 30, 2027, for law enforcement services provided pursuant to this contract. Fees shall be due and payable on July 1, of each fiscal year, payable to the Office of the City Clerk, Marshalltown, Iowa.

3. Annual Adjustment of Fee. The annual fee owed to the City of Marshalltown by IVH shall not be adjusted during the term of this Agreement and is set under paragraph 2.
4. Street Names. IVH shall name each of the streets on the site. Signs identifying the streets shall be erected and maintained by IVH. A map showing the identification of each street shall be provided to the Marshalltown Police Chief.
5. Maintenance of Signs. The IVH shall obtain, install, and maintain all signs necessary for the enforcement of traffic, parking, and fire lane laws, and said signs shall conform and be installed in accordance with the Manual on Uniform Traffic Control Devices.
6. Duration. Law enforcement services, under the terms of this Agreement shall continue for three fiscal years from July 1, 2024 and ending June 30, 2027, unless terminated by any party by giving a 30-day written notice of termination. In the event of termination, the annual fee shall be prorated for each month of law enforcement service provided by the Marshalltown Police Department. The terms and conditions of this contract shall automatically renew on an annual basis unless one of the parties notifies the other by written notice 30 days prior to the anniversary date of this Agreement that said party wishes to modify or terminate the terms and conditions of this Agreement.
7. Indemnification. The State of Iowa shall indemnify, save harmless, and defend the City of Marshalltown, its agents, and employees from and against any and all liability, claims, demands, damages, expenses, fees, costs, suits, proceedings, or causes of action of any kind and nature attributed to any negligence on the part of the State of Iowa or attributed to failure by the State of Iowa to perform under the terms of this contract.
8. Notice. Any notice, demand, or communication to be given pursuant to this Agreement shall be in writing and mailed by certified mail, postage prepaid and properly addressed to the parties as follows:

City of Marshalltown
City Clerk
24 North Center Street
Marshalltown, IA 50158

State of Iowa
IVH Commandant
1301 Summit Street
Marshalltown, IA 50158-5485

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

CITY OF MARSHALLTOWN

Joel T. S. Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

STATE OF IOWA

Todd Jacobus, Commandant
Iowa Veterans Home

**RESOLUTION DECLARING CERTAIN PROPERTY SURPLUS PROPERTY AND
AUTHORIZING DISPOSAL THEREOF FROM THE POLICE DEPARTMENT**

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 is the sole owner of the vehicles listed in Section 1; and

WHEREAS these vehicles are no longer suitable for use as police response vehicles and should be declared surplus property; and

WHEREAS these vehicles are being retired from the police department vehicle fleet and are being traded to Stew Hansen Dodge (Urbandale, Iowa) to offset the costs of purchasing new vehicles; and

WHEREAS the disposal of these vehicles is in the best interests of the City of Marshalltown.

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

Section 1. The vehicles listed below are hereby declared as surplus property and shall be disposed of via trade to Stew Hansen Dodge of Urbandale, Iowa:

- A. 2020 Ford Explorer, VIN: 1FM5K8AW5LGA97043 (Trade Value - \$5,500.00)
- B. 2020 Ford Explorer, VIN: 1FM5K8AW3LGA97042 (Trade Value - \$6,500.00)
- C. 2017 Ford Explorer, VIN: 1FM5K8AR0HGD57656 (Trade Value - \$4,250.00)

Passed this 9th day of September 2024, and signed this _____ day of September 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 Joel Greer & City Council
FROM: Michael W. Tupper, Chief of Police
DATE: 8 May 2024
RE: Police Department Vehicle Purchase FY25

Strategic Plan:

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

Plan Objective: City policy requires governing body approval of all vehicle purchases. This vehicle purchase will enhance city services provided by the police department by supplying staff with safe vehicles for patrol operations.

Recommendation: Staff recommends approving the purchase of three 2024 Dodge Durango SUV police package vehicles from Stew Hansen Dodge (Urbandale, Iowa) for a total purchase price of \$119,508.00 (\$39,836.00 per vehicle). Staff recommends the purchase of one 2024 Ford F150 police package truck from Stivers Ford (Waukee, Iowa) for a total purchase price of \$46,897.00. These vehicles will be utilized in the police department's uniform patrol division as marked police vehicles. The Ford F150 will be specially utilized as a police K9 vehicle.

Police vehicles currently in the police department fleet will be traded to offset costs. These vehicles have not been fully vetted by staff and approved for trade at this time. The department will bring a resolution at a later time declaring which vehicles are being traded and for what value they are traded for.

Budget Impact: The CIP budget for FY25 has sufficient funds for this vehicle purchase.

Description/Background: MPD staff will be present at the May 13, 2024 meeting of the Marshalltown City Council to answer questions regarding this vehicle purchase.

CITY COUNCIL

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



MARSHALLTOWN

I O W A

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

TO: City Administrator Webb, Mayor Greer, and City Council
FROM: Michael W. Tupper, Chief of Police
DATE: 4 September 2024
RE: Vehicle Trade to Stew Hansen Dodge – Surplus Property Declaration

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:

Approval disposal of surplus police department vehicles to complete a new vehicle purchase for the police department. City policy requires governing body approval to dispose of surplus property.

Recommendation:

Authorize the Chief of Police to trade the listed vehicles to Stew Hansen Dodge (Urbandale, Iowa).

Budget Impact:

These vehicles are being traded to Stew Hansen Dodge as part of a new police vehicle purchase the city council approved in May of 2024. Stew Hansen has agreed to pay \$16,250.00 for the listed vehicles. These funds will be returned to the police department's CIP budget for FY25. These funds will be utilized by the police department to equip new vehicles purchased in May 2024.

Description/Background:

On May 13, 2024, police department staff presented a request to the city council to purchase new police vehicles. This request was approved. Police department staff notified the city council on May 13 that the department would be returning to council with a list of vehicles that should

CITY COUNCIL

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



be retired and then traded in to offset the cost of purchasing and equipping the new vehicles. This resolution completes this vehicle purchase.

These vehicles should be declared surplus property and should be traded to Stew Hansen Dodge (Urbandale, Iowa). These vehicles are no longer suitable for emergency vehicle response.

1. 2020 Ford Explorer, VIN: 1FM5K8AW5LGA97043 (Trade Value - \$5,500.00) - 115,573 Miles
2. 2020 Ford Explorer, VIN: 1FM5K8AW3LGA97042 (Trade Value - \$6,500.00) - 90,472 Miles
3. 2017 Ford Explorer, VIN: 1FM5K8AR0HGD57656 (Trade Value - \$4,250.00) - 79,831 Miles

CITY COUNCIL

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



August 30, 2024

Via Email

Alicia Hunter
City Clerk/City Hall
Marshalltown, IA

Re: Development Agreement (Rise M, LLC)
Our File No. 422742-59

Dear Alicia:

Attached please find proceedings to enable the City Council to act on September 9, 2024 to set September 23, 2024 as the date for a public hearing on the proposed Development Agreement with Rise M, LLC, including the proposal for tax increment payments.

The notice of public hearing on the Agreement must be published once, not less than four (4) and not more than twenty (20) days prior to the City Council meeting at which the hearing will be held. The last date on which the notice can effectively be published is September 19, 2024. Please print an extra copy of the notice for delivery to the newspaper. Please insert the time and place of the hearing in both the resolution and the notice and email a copy of the published notice to lemke.susan@dorsey.com.

We will prepare and forward to you in time for the September 23, 2024 meeting the necessary proceedings to approve the Agreement. We would appreciate receiving one fully executed copy of these proceedings as soon as they are available.

Please contact John Danos or me if you have questions.

Kind regards,

Amy Bjork

Attachments

cc: Cindy Kendall

SET DATE FOR HEARING ON
DEVELOPMENT AGREEMENT AND
TAX INCREMENT PAYMENTS

(RISE M, LLC)

422742-59

Marshalltown, Iowa

September 9, 2024

A meeting of the City Council of the City of Marshalltown, Iowa, was held at 5:30 p.m., on September 9, 2024, at the City Council Chambers, 10 West State Street, in the City, pursuant to the rules of the Council.

The Mayor presided and the roll was called, showing members present and absent as follows:

Present: _____

Absent: _____.

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

Ayes: _____

Nays: _____.

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

RESOLUTION NO. 2024-196

RESOLUTION SETTING A DATE OF MEETING AT WHICH IT IS
PROPOSED TO APPROVE A DEVELOPMENT AGREEMENT WITH RISE
M, LLC, INCLUDING ANNUAL APPROPRIATION TAX INCREMENT
PAYMENTS

WHEREAS, the City of Marshalltown, Iowa (the “City”), pursuant to and in strict compliance with all laws applicable to the City, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the Marshalltown Urban Renewal Area No. 3 (the “Urban Renewal Area”); and

WHEREAS, this City Council has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa, which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal of and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, the City proposes to enter into a certain development agreement (the “Development Agreement”) with Rise M, LLC (the “Developer”) in connection with the construction by the Developer of a new commercial building for use in the business operations of an outpatient health clinic; and

WHEREAS, the Development Agreement would provide financial incentives to the Developer in the form of annual appropriation incremental property tax payments to the Developer in an amount not to exceed \$800,000 under the authority of Section 403.9(1) of the Code of Iowa; and

WHEREAS, it is necessary to set a date for a public hearing on the Development Agreement, pursuant to Section 403.9 of the Code of Iowa;

NOW THEREFORE, IT IS RESOLVED by the City Council of the City of Marshalltown, Iowa, as follows:

Section 1. This City Council shall meet on September 23, 2024 at 5:30 p.m., at the City Council Chambers, 10 West State Street, in the City, at which time and place proceedings will be instituted and action taken to approve the Development Agreement.

Section 2. The City Clerk is hereby directed to give notice of the proposed action, the time when and place where said meeting will be held, by publication at least once not less than four days and not more than twenty days before the date of said meeting in a legal newspaper of general circulation in the City. Said notice shall be in substantially the following form:

**NOTICE OF MEETING FOR APPROVAL OF DEVELOPMENT AGREEMENT WITH RISE
M, LLC AND AUTHORIZATION OF ANNUAL APPROPRIATION TAX INCREMENT
PAYMENTS**

The City Council of the City of Marshalltown, Iowa, will meet at the City Council Chambers, 10 West State Street, on September 23, 2024, at 5:30 p.m., at which time and place proceedings will be instituted and action taken to approve a Development Agreement between the City and Rise M, LLC (the “Developer”), in connection with the construction by the Developer of a new commercial building for use in the business operations of an outpatient health clinic in the Marshalltown Urban Renewal Area No. 3 (the “Urban Renewal Area”), which Agreement provides for certain financial incentives in the form of incremental property tax payments (the “Payments”) to the Developer in a total amount not exceeding \$800,000 as authorized by Section 403.9 of the Code of Iowa.

The commitment of the City to make the Payments to the Developer under the Development Agreement will not be a general obligation of the City, but such Payments will be payable solely and only from incremental property tax revenues generated within the Urban Renewal Area. Some or all of the Payments under the Development Agreement may be made subject to annual appropriation by the City Council.

At the meeting, the City Council will receive oral or written objections from any resident or property owner of the City. Thereafter, the Council may, at the meeting or at an adjournment thereof, take additional action to approve the Development Agreement or may abandon the proposal.

This notice is given by order of the City Council of Marshalltown, Iowa, in accordance with Section 403.9 of the Code of Iowa.

Alicia Hunter
City Clerk

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

Section 4. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved September 9, 2024.

Mayor

Attest:

City Clerk

• • • •

On motion and vote the meeting adjourned.

Mayor

Attest:

City Clerk

STATE OF IOWA
MARSHALL COUNTY
CITY OF MARSHALLTOWN

SS:

I, the undersigned, City Clerk of the City of Marshalltown, Iowa hereby certify that the foregoing is a true and correct copy of the minutes of the Council of the City relating to the adoption of a resolution to fix a date of meeting at which it is proposed to take action to approve a Development Agreement.

I do further certify that the notice of hearing, to which the printed slip attached to the publisher's original affidavit hereto attached is a true and complete copy, was published on the date and in the newspaper specified in such affidavit, which newspaper has a general circulation in the City.

WITNESS MY HAND this ____ day of _____, 2024.

City Clerk

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

(PLEASE NOTE: Do not sign and date this certificate until you have checked a copy of the published notice and have verified that it was published on the date indicated in the publisher's affidavit.)

MARSHALLTOWN

I O W A

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

TO: Mayor and City Council
FROM: Cindy Kendall, Consultant
DATE: 09/05/24
RE: Developer Agreement with RISE for new VA Clinic

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 support the construction of a new VA Clinic to expand the medical service provided to veterans in Marshalltown and surrounding areas, and to further develop land adjacent to the Veteran's Clinic.

Recommendation: To give staff direction to add this project as an amendment for the Urban Renewal Plan for Area #3 and to create a developer's agreement with Rise M, LLC supporting the construction of the facility and future development of the adjacent property.

Budget Impact: The County Assessor assigned a partial assessment in 2024 during the construction of the Clinic. The full assessment will be assigned in 2025. As such, the developer's agreement is proposed to begin in budget year 25-26. The rebate will not exceed \$800,000 and will be solely supported by the increment generated by this development. The annual certification will insure that the debt capacity of the city is not adversely impacted.

Description/Background: Bringing this proposal to the Council at this time is a culmination over the last several years. With the development of Merle Hibbs Blvd, and the construction of the McFarland clinic, the parcel to the west became the perfect site chosen by the VA Administration. Rise M, LLC as the developer and contractor for the VA has worked with the city on the construction of a modern \$5,000,000 Veteran's Clinic, providing additional services to the area, a private street and utilities.

CITY COUNCIL

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



DEVELOPMENT AGREEMENT

This Development Agreement is entered into between the City of Marshalltown, Iowa (the “City”) and Rise M, LLC (the “Company”) as of the ____ day of _____, 2024 (the “Commencement Date”).

WHEREAS, the City has established the Marshalltown Urban Renewal Area No. 3 (the “Urban Renewal Area”), and has adopted a tax increment ordinance for the Urban Renewal Area; and

WHEREAS, the Company owns certain real property which is situated in the City, lies within the Urban Renewal Area and is more specifically described on Exhibit A hereto (the “Property”); and

WHEREAS, the Company has proposed to the construction of a new commercial building (the “Project”) on the Property for use in the business operations of an outpatient health clinic; and

WHEREAS, the Company has requested that the City provide financial assistance in the form of incremental property tax payments to be used by the Company in paying the costs of constructing and maintaining the Project; and

WHEREAS, the base valuation (the “Base Valuation”) of the Property for purposes of calculating Incremental Property Tax Revenues, as herein defined, under this Agreement and Section 403.19 of the Code of Iowa shall be the assessed taxable valuation of the Property as of January 1 of the year prior to the year in which the Triggering Certification (as herein defined) is filed; and

WHEREAS, Chapter 15A of the Code of Iowa authorizes cities to provide grants, loans, guarantees, tax incentives and other financial assistance to or for the benefit of private persons;

NOW THEREFORE, the parties hereto agree as follows:

A. Company’s Covenants

1. Project Construction and Operation. The Company agrees to construct the Project on the Property. Furthermore, the Company agrees to invest not less than \$5,000,000 into capital improvements for the Project, including construction work and other furnishings. The Company has submitted a detailed site plan (the “Site Plan”) for the development of the Project to the City. The Site Plan is attached hereto as Exhibit B. The Company agrees to complete the Project in accordance with the Site Plan by no later than December 31, 2024, subject to a Force Majeure Event (as hereinafter defined).

For purposes of this Agreement a “Force Majeure Event” shall mean delays beyond the control of the Company, including, but not limited to, acts of God, labor strikes or work stoppages not caused by the Company, equipment and/or material shortages, or delays caused by government shutdowns or government prohibitions that delay completion of the Project. Within ten (10) days of the occurrence of a Force Majeure Event, the Company shall notify the City in writing that a

Force Majeure Event has occurred and the estimated delay resulting from the same. Within ten (10) days after resolution or correction of the Force Majeure Event, the Company shall notify the City in writing that shall include the full extent of the delay and the revised completion date reflecting such delay.

The Company agrees to ensure that the completed Project is used in the business operations of an outpatient health clinic throughout the Term, as hereinafter defined, of this Agreement (the “Business Operations Requirement”).

The Company further agrees to maintain, preserve, and keep the Property, including but not limited to the Project, useful and in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals, and additions. Further, the Company agrees to maintain compliance with local zoning, land use, building and safety codes and regulations.

2. Property Taxes. The Company agrees to make or ensure timely payment of all property taxes as they come due with respect to that portion of the Property with the completed Project thereon throughout the Term and to submit a receipt or cancelled check in evidence of each such payment.

3. Triggering Certification; TIF Estimate Review.

Triggering Certification: The Company agrees to provide written notification (the “Triggering Certification”) to the City of its intent for the Payments (as hereinafter defined) to commence in a particular fiscal year. Such Triggering Certification shall be due by no later than October 1 of the calendar year immediately preceding the start of the fiscal year in which the Payments are intended to begin. In any event, the Triggering Certification shall be made by no later than October 1, 2025. (It is hereby acknowledged that the City’s fiscal years begin on July 1 and end on the following June 30.) In submitting each such Company’s Triggering Certification, the Company will complete and submit the worksheet attached hereto as Exhibit C.

Review of TIF Estimate: The Company shall review each TIF Estimate (as hereinafter defined) and request any changes thereto within ten (10) days of receipt of each TIF Estimate from the City. The Company acknowledges that failure to request changes to any TIF Estimate within ten (10) days of receipt thereof will constitute an acceptance by the Company of such TIF Estimate, and the Company shall have no right after such ten-day period to request changes or challenge the City’s calculation of the TIF Estimate.

4. Default Provisions.

a. Events of Default. The following shall be “Events of Default” under this Agreement, and the term “Event of Default” shall mean, whenever it is used in this Agreement (unless otherwise provided), any one or more of the following events:

- (i) Failure by the Company to complete construction of the Project pursuant to the terms and conditions of this Agreement.

- (ii) Failure by the Company to comply with the Business Operations Requirement pursuant to the terms and conditions of this Agreement.
- (iii) Failure by the Company to fully and timely remit payment of property taxes when due and owing.
- (iv) Failure by the Company to comply with Section A.3 of this Agreement.
- (v) Failure by the Company to observe or perform any other material covenant on its part, to be observed or performed hereunder.

b. Notice and Remedies. Whenever any Event of Default described in this Agreement occurs, the City shall provide written notice to the Company describing the cause of the default and the steps that must be taken by the Company in order to cure the default. The Company shall have thirty (30) days after receipt of the notice to cure the default or to provide assurances satisfactory to City that the default will be cured as soon as reasonably possible. If the Company fails to cure the default or provide assurances, the City shall then have the right to:

- (i) Pursue any action available to it, at law or in equity, in order to enforce the terms of this Agreement.
- (ii) Withhold the Payments provided for under Section B.1 below.
- (iii) Terminate this Agreement.

B. City's Obligations

1. Payments. In recognition of the Company's obligations set out above, the City agrees to make twenty (20) semiannual economic development tax increment payments (the "Payments" and each, individually a "Payment") to the Company during the Term pursuant to Chapters 15A and 403 of the Code of Iowa, provided however that the aggregate, total amount of the Payments (the "Maximum Payment Total") shall not exceed \$800,000. All Payments under this Agreement shall be subject to annual appropriation by the City Council, as provided hereunder.

The Payments shall not constitute general obligations of the City, but shall be made solely and only from Incremental Property Tax Revenues received by the City from the Marshall County Treasurer attributable to the taxable valuation of the Property.

Prior to funding any Payments under this Agreement, the City will first withhold from the Incremental Property Tax Revenues an amount equal to the Admin Withholding Amount. Once an amount equal to the Admin Withholding Amount has been withheld by the City, the Payments shall be made as hereinafter set forth.

The Payments will be made on December 1 and June 1 of each fiscal year following an affirmative appropriation decision as provided for under Section B.3 below, beginning on December 1 of the fiscal year immediately succeeding the year in which the Triggering Certification is made, and continuing through the expiration of the Term.

For example, assuming the Triggering Certification is made on October 15, 2025 and all appropriation determinations are approved affirmatively by the City Council under Section B.2 below, then Payments will be made on December 1 and June 1, beginning in the City's 2026-2027 fiscal year, and continuing for a period of nine (9) additional fiscal years thereafter, provided, however, that no Payments shall be made after the sooner of June 1, 2036 or the date on which aggregate Payments equal to the Maximum Payment Total have been made.

2. TIF Estimate: For purposes of this Agreement, "Annual Percentage" shall mean the annual percentage in effect from time to time as set forth in the following table:

<u>Fiscal Year of City</u>	<u>Annual Percentage</u>
First Payment Year	90%
Second Payment Year	90%
Third Payment Year	80%
Fourth Payment Year	80%
Fifth Payment Year	70%
Sixth through Tenth Payment Years	70%

The City agrees to certify to the Company by no later than October 15 of each year, commencing October 15 of the year in which the Triggering Certification is filed, an amount (the "TIF Estimate") equal to the Annual Percentage of the estimated Incremental Property Tax Revenues (as hereinafter defined) anticipated to be paid in the fiscal year immediately following such certification with respect to the taxable valuation of the Property.

In submitting each such TIF Estimate, the City will complete and submit the worksheet attached hereto as Exhibit D. The City agrees that the Company will have right to review each such TIF Estimate and request revisions thereto.

For purposes of this Agreement, Incremental Property Tax Revenues are calculated by: (1) determining the consolidated property tax levy (city, county, school, etc.) then in effect with respect to taxation of the Property; (2) subtracting (a) the debt service levies of all taxing jurisdictions, (b) the school district instructional support and physical plant and equipment levies and (c) any other levies which may be exempted from such calculation by action of the Iowa General Assembly; (3) multiplying the resulting modified consolidated levy rate times any incremental growth in the taxable valuation of the Property, as shown on the property tax rolls of Marshall County, above and beyond the Base Valuation; and (4) deducting any property tax credits which shall be available with respect to the Property.

3. Annual Appropriation. The Payments shall be subject to annual appropriation by the City Council. Prior to December 1 of each year during the Term (as hereinafter defined) of this Agreement, beginning in the calendar year in which the Triggering Certification is filed, the City Council of the City shall consider the question of obligating for appropriation to the funding of the Payments due in the following fiscal year, an amount (the "Appropriated Amount") of Incremental Property Tax Revenues to be collected in the following fiscal year equal to or less than the most recently submitted Company's Estimate.

In any given fiscal year, if the City Council determines to not obligate the then-considered Appropriated Amount, then the City will be under no obligation to fund the Payments scheduled to become due in the following fiscal year, and the Company will have no rights whatsoever to compel the City to make such Payments, to seek damages relative thereto or to compel the funding of such Payments in future fiscal years. A determination by the City Council to not obligate funds for any particular fiscal year's Payments shall not render this Agreement null and void, provided however that no Payment shall be made after June 1, 2036.

4. Payment Amounts. The aggregate Payments to be made in a fiscal year shall not exceed an amount equal to the corresponding Appropriated Amount (for example, for the Payments due on December 1, 2026 and on June 1, 2027, the aggregate maximum amount of such Payments would be determined by the Appropriated Amount determined for certification by December 1, 2025). Furthermore, the amount of each such Payment shall not exceed the Annual Percentage of Incremental Property Tax Revenues (excluding allocations of "back-fill" or "make-up" payments from the State of Iowa for property tax credits or roll-back) actually received by the City from the Marshall County Treasurer attributable to the taxable incremental valuation of the Property in the six (6) months immediately preceding such Payment due date.

5. Certification of Payment Obligation. In any given fiscal year, if the City Council determines to obligate the then-considered Appropriated Amount, as set forth in Section B.3 above, then the City Clerk will certify by December 1 of each such year to the Marshall County Auditor an amount equal to the most recently obligated Appropriated Amount.

C. Administrative Provisions

1. Amendment and Assignment. Neither party may cause this Agreement to be amended, assigned, assumed, sold or otherwise transferred without the prior written consent of the other party. However, the City hereby gives its permission that the Company's rights to receive the Payments hereunder may be assigned by the Company to a private lender, as security on a credit facility taken with respect to the Project, without further action on the part of the City. In the event Company sells the Project to a third-party buyer: (i) at least ninety (90) days prior to the scheduled closing date, the Company shall provide written notice to the City that shall include the scheduled closing date, the identity of the buyer, and a form of assignment agreement assigning the Company's interest in and to this Agreement to buyer on the scheduled closing date ("Notice of Assignment"); (ii) the City shall approve such assignment, or reject such assignment providing a written explanation for the rejection and state what corrections the Company and/or buyer can make to satisfy the City and gain approval for the requested assignment, within sixty (60) days of the City's receipt of the Notice of Assignment; and (iii) the City's approval of any requested assignment shall not be unreasonably withheld.

2. Successors. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

3. Term. The term (the "Term") of this Agreement shall commence on the Commencement Date and end on June 1, 2036.

4. Choice of Law. This Agreement shall be deemed to be a contract made under the laws of the State of Iowa and for all purposes shall be governed by and construed in accordance with laws of the State of Iowa.

The City and the Company have caused this Agreement to be signed, in their names and on their behalf by their duly authorized officers, all as of the day and date written above.

CITY OF MARSHALLTOWN, IOWA

By: _____
Mayor

Attest:

City Clerk

RISE M, LLC

By: _____

Its: _____

DRAFT

EXHIBIT A
DESCRIPTION OF THE PROPERTY

Certain real property situated in the City of Marshalltown, Marshall County, State of Iowa bearing Marshall County Property Tax Parcel Identification Numbers

DRAFT

EXHIBIT B
SITE PLAN

DRAFT

EXHIBIT C
COMPANY’S TRIGGERING CERTIFICATION

Date: October 1, 20____

The City of Marshalltown, Iowa (the “City”) and RISE M, LLC (the “Company”) entered into a Development Agreement dated as of the ____ day of _____, 2024 (the “Commencement Date”).

Pursuant to the Development Agreement, the Company hereby certifies to the City that it intends for the process of dividing Incremental Property Tax Revenues to begin in the City’s 20____ - 20____ Fiscal Year.

RISE M, LLC

By: _____
[Name, Title]

DRAFT

EXHIBIT D
TIF ESTIMATE WORKSHEET

- (1) Date of Preparation: October ____, 20__.
- (2) Assessed Taxable Valuation of Property as of January 1, 20__:
- \$_____.
- (3) Base Taxable Valuation of Property :
- \$_____.
- (4) Incremental Taxable Valuation of Property (2 minus 3):
- \$_____ (the “TIF Value”).
- (5) Current City fiscal year consolidated property tax levy rate for purposes of calculating Incremental Property Tax Revenues (the “Adjusted Levy Rate”):
- \$_____ per thousand of value.
- (6) The TIF Value (4) factored by the Adjusted Levy Rate (5).
- \$_____ x \$_____/1000 = \$_____ (“Available TIF”)
- (7) Available TIF (\$_____ x Annual Percentage* (____%) = TIF Estimate (\$_____).

<u>Fiscal Year of City</u>	<u>Annual Percentage</u>
First Payment Year	90%
Second Payment Year	90%
Third Payment Year	80%
Fourth Payment Year	80%
Fifth Payment Year	70%
Sixth through Tenth Payment Years	70%



August 30, 2024

VIA EMAIL

Alicia Hunter
City Clerk/City Hall
Marshalltown, Iowa

Re: 2024 Amendment to the Marshalltown Urban Renewal Area No. 3
Our File No. 422742-59

Dear Alicia:

Attached please find proceedings covering the City Council's action in holding a public hearing on and adopting a resolution to approve the 2024 urban renewal plan amendment.

We will appreciate receiving executed copies of these proceedings as soon as they are available. Please contact John Danos or me if you have any questions.

Kind regards,

Amy Bjork

Attachments

cc: Cindy Kendall

HEARING ON AND APPROVAL OF 2024
AMENDMENT TO THE
MARSHALLTOWN URBAN RENEWAL
AREA NO. 3

422742-59

Marshalltown, Iowa

September 9, 2024

The City Council of the City of Marshalltown, Iowa, met on September 9, 2024, at 5:30, p.m., at City Council Chambers, 10 West State Street, in the City for the purpose of conducting 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 City Council investigated and found that notice of the intention of the Council to conduct a public hearing on the urban renewal plan amendment had been published according to law and as directed by the Council and that this is the time and place at which the Council shall receive oral or written objections from any resident or property owner of the City. All written objections, statements, and evidence heretofore filed were reported to the City Council, and all oral objections, statements, and all other exhibits presented were considered.

The following named persons presented oral objections, statements, or evidence as summarized below; filed written objections or statements, copies of which are attached hereto; or presented other exhibits, copies of which are attached hereto:

(Here list all persons presenting written or oral statements or evidence and summarize each presentation.)

There being no further objections, comments, or evidence offered, the Mayor announced the hearing closed.

Council Member _____ moved the adoption of a resolution entitled “Resolution to Approve Urban Renewal Plan Amendment for the Marshalltown Urban Renewal Area No. 3,” seconded by Council Member _____. After 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 and signed approval thereto.

RESOLUTION NO. 2024-197

RESOLUTION TO APPROVE URBAN RENEWAL PLAN AMENDMENT
FOR THE MARSHALLTOWN URBAN RENEWAL AREA NO. 3

WHEREAS, as a preliminary step to exercising the authority conferred upon Iowa cities by Chapter 403 of the Code of Iowa (the “Urban Renewal Law”), a municipality must adopt a resolution finding that one or more slums, blighted or economic development areas exist in the municipality and that the rehabilitation, conservation, redevelopment, development or a combination thereof, of such area or areas is necessary in the interest of the public health, safety or welfare of the residents of the municipality; and

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

WHEREAS, notice of a public hearing by the City Council on the proposed Amendment was heretofore given in strict compliance with the provisions of Chapter 403 of the Code of Iowa, and the Council has conducted said hearing on September 9, 2024; and

WHEREAS, copies of the Amendment, notice of public hearing and notice of a consultation meeting with respect to the Amendment were mailed to Marshall County and the Marshalltown Community School District; the consultation meeting was held on August 19, 2024; and responses to any comments or recommendations received following the consultation meeting were made as required by law;

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

Section 1. The Amendment, attached hereto and made a part hereof, is hereby in all respects approved.

Section 2. It is hereby determined by this City Council as follows:

A. The Project proposed under the Amendment conforms to the general plan for the development of the City;

B. The Project proposed under the Amendment is necessary and appropriate to facilitate the proper growth and development of the City in accordance with sound planning standards and local community objectives.

C. It is not intended that families will be displaced as a result of the City's undertaking under the Amendment. Should such issues arise with future projects, then the City will ensure that a feasible method exists to carry out any relocations without undue hardship to the displaced and into safe, decent, affordable and sanitary housing.

Section 3. All resolutions or parts thereof in conflict herewith are hereby repealed, to the extent of such conflict.

Passed and approved September 9, 2024.

Mayor

Attest:

City Clerk

(Attach copy of the urban renewal plan amendment to this resolution.)

• • • •

Upon motion and vote, the meeting adjourned.

Mayor

Attest:

City Clerk

STATE OF IOWA
MARSHALL COUNTY
CITY OF MARSHALLTOWN

SS:

I, the undersigned, do hereby certify that I am the duly appointed, qualified and acting City Clerk of the City of Marshalltown, and 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 approving the urban renewal plan amendment for the Marshalltown Urban Renewal Area No. 3 in the City of Marshalltown, Iowa.

WITNESS MY HAND this ____ day of _____, 2024.

City Clerk

MARSHALLTOWN

I O W A

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

TO: Mayor and City Council
FROM: Cindy Kendall, Consultant
DATE: 09/05/24
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: It is time to conduct the public hearing on the Urban Renewal Plan Amendment for the Marshalltown Urban Renewal Area No. 3 and pass the adoption Resolution for the plan.

Budget Impact: All legal and publication fees will be covered by the Administration Fees provided within this amendment, and can be certified in December 2024. The increment value generated by this development will be certified for rebate payments beginning with FY 26-27. 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 (9-9-24), a consultation with the affected taxing agencies (8-19-24) and adoption of the amended plan (9-9-24).

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>\$ 59,817,572</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 PROVIDING FOR THE VACATION, CONVEYANCE AND TRANSFER OF THE NORTH-SOUTH ALLEY BETWEEN 406 AND 408 WEST MADISON STREET

WHEREAS, the City of Marshalltown, Iowa, is the owner of a public right-of-way legally described in Section 1 and finds it is in the best interest of the City to vacate, convey and transfer by Quit Claim Deed; and

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

WHEREAS, upon vacation and conveyance of this alley, the adjoining property owners will complete the purchase of the right-of-way and combine it with their parcels; and

WHEREAS, the City of Marshalltown hereby proposes that the transfer of said portion of vacated alley shall be subject to easements for any installed utilities and all easements of record. Easement access rights shall be granted to all existing utilities on said described alley/street/road vacation to allow access to their current facilities, now and in the future, for maintenance, repair, patrol, operation, and reconstruction to said facilities; and

WHEREAS, the City Council of the City of Marshalltown, Iowa, find this vacation is in the best interest of the City of Marshalltown; and

WHEREAS, a notice of public hearing has been published according to law notifying the public of the proposed vacation of the alley 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 vacation of the following alley legally described as:

That portion of the sixteen and one-half (16 ½) foot wide alley running east-west and situated south of Lots 5 and 6 of Dickson's Subdivision of the East Half of the North Two-Thirds of Lot 5 of the Northwest Quarter of the Northeast Quarter of Section 34, Township 84 North, Range 18 West of the 5th P.M., Marshall County, Iowa; and

Section 2. The City of Marshalltown, Iowa, by this resolution, approve the conveyance and transfer of title by Quit Claim Deed the following:

Portion situated between 406 and 408 West Madison: All that portion of vacated north-south alley lying between lots 1 and 2 and lots 7 & 8 Block 17 of Rice's Addition to Marshall, Marshall County, Iowa. From the City of Marshalltown to LIF Enterprises LLC. The consideration for such conveyance shall be the sum of \$250 (Two Hundred and Fifty and 00/100).

Portion adjacent to 505 South 4th Street: All that portion of the east half of the vacated alley lying west of Lot 3 Blk 17 of Rice's Addition to Marshall, Marshall County, Iowa. From the City of Marshalltown to Angel Eduardo Monge Nunez. The consideration for such conveyance shall be the sum of \$250 (Two Hundred and Fifty and 00/100).

Portion adjacent to 506 South 5th Street: All that portion of the west half of the vacated alley lying east of Lot 9 Blk 17 of Rice's Addition to Marshall, Marshall County, Iowa. From the City of Marshalltown to Anibal Monge Aguirre. The consideration for such conveyance shall be the sum of \$250 (Two Hundred and Fifty and 00/100).

Section 3. The City of Marshalltown hereby approves the vacation, conveyance and 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 9th day of September 2024, and signed this _____ day of September 2024.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

MARSHALLTOWN

I O W A

Joel Greer, Mayor
Carol Webb, City Administrator
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: September 5, 2024
RE: Public hearing for vacation and conveyance of right-of-way

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: Hold a public hearing to approve the vacation, conveyance and transfer of alley to adjacent property owners.

Budget Impact: \$750 revenue.

Description/Background: The city received a request to vacate the north-south alley between 406 and 408 West Madison Street up to the east-west alley. The adjacent property owners have agreed to purchase the right-of-way for \$250 each per the City of Marshalltown Sale of Surplus Property policy. The council directed staff to complete the proceedings for the vacation and sale. A public hearing must be held to approve the vacation, conveyance, and transfer of the property.

CITY COUNCIL

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



MARSHALLTOWN

IOWA

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

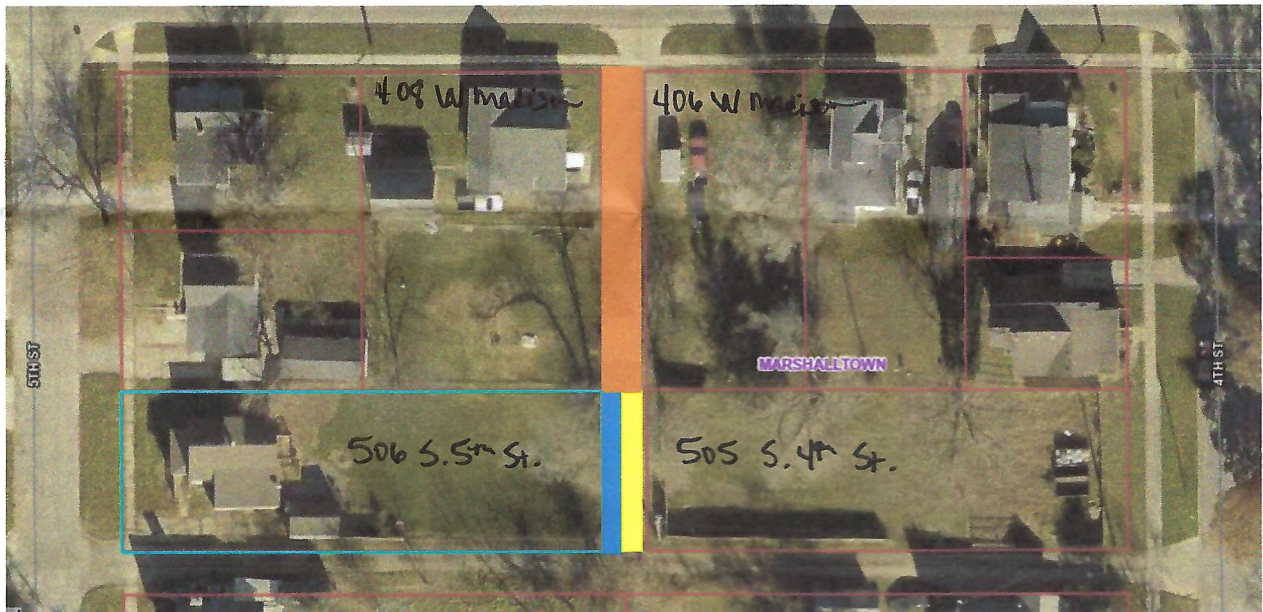
July 31, 2024

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

Melisa Fonseca, Barry Kell, Mike Ladehoff,
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,

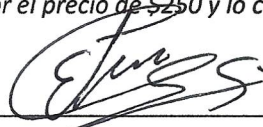
Per telephone conversations with City staff on 7/23/24, please confirm you want to purchase the portion of the alley highlighted in YELLOW. The purchase price will be \$250.

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.

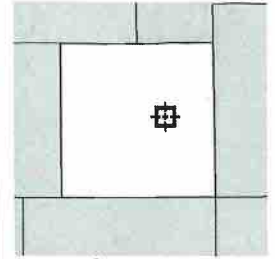
CITY COUNCIL

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

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 & Heather Thomas, Public Works Director
DATE: August 6, 2024
RE: Request to purchase Right-of-Way (near 406 W Madison)

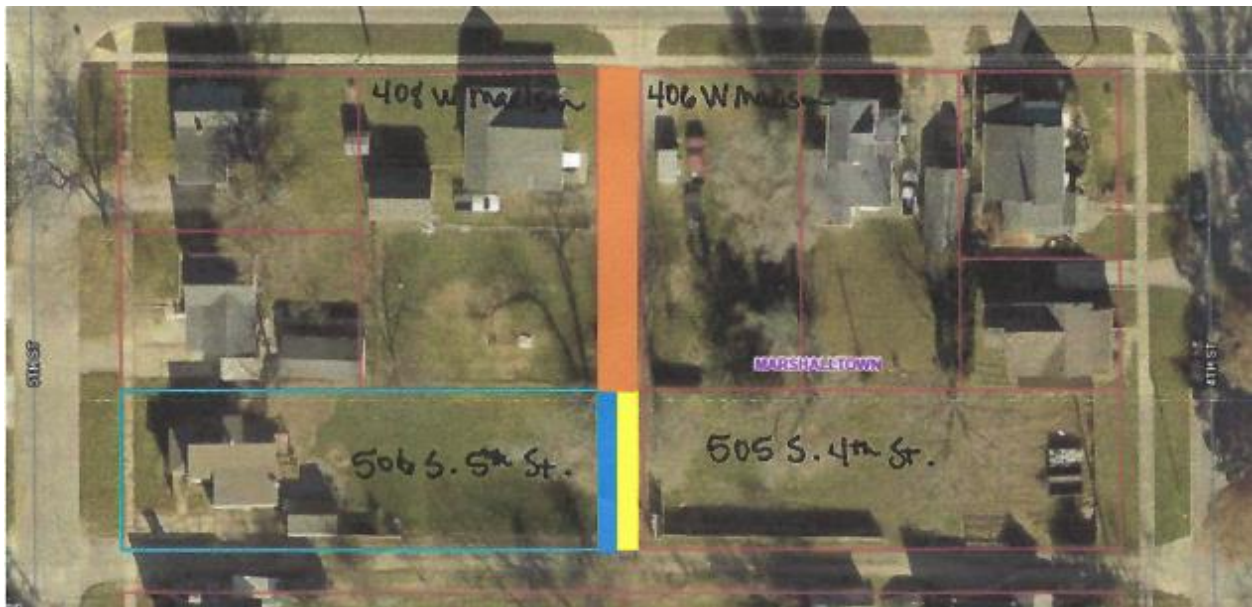
Strategic Plan:

- ☐ 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.

Description/Background:

8/12 MEETING UPDATE:

During the 07/22 council meeting, a council member presented new information not previously shared with city staff and no action was taken on the discussion item. City staff followed up on that information following the meeting and property owners at 506 S 5th St and 505 S 4th St are now interested in the portions of the north/south alley adjacent to their properties. Below is a sketch of the alley/right-of-way would be proposed to be sold to the adjacent land owners.



CITY COUNCIL

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



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.

CITY COUNCIL

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



Several exhibits are attached for reference:



Alley layout of the block.



Alley picture, looking south.

CITY COUNCIL

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





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.

CITY COUNCIL

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



**AN ORDINANCE TO AMEND THE CODE OF ORDINANCES,
CITY OF MARSHALLTOWN, IOWA
CHAPTER 156 (PARKING, LOADING, AND STACKING)**

WHEREAS, the City Council of the City of Marshalltown, Iowa, has adopted Chapter 156 (Parking, Loading, and Stacking); and

WHEREAS, the City Staff has identified various provisions of Chapter 156 pertaining to parking design and required off-street parking that require amendment; and

WHEREAS, the City Council finds the following amendments to Chapter 156 to be in the best interest of the City and the public in general.

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

Section 1. Amendment. Sections 156.E.003(A) and 156.E.003(B), and Table 156.E.003 are hereby amended as follows, with underlining indicating added text and strikethroughs indicating removed text:

A. Design and Construction Requirements.

1. *Tandem Parking.* Each parking space shall be accessible from a street or alley through aisles and/or driveways, except that tandem parking arrangements are permitted for single-family, two-family, and manufactured home uses or as allowed based on an approved parking study as described in [Section 156.E.006, Parking Credits and Reductions](#).
2. *Dead-End Aisles.* Dead-end aisles are not permitted unless adequate turnarounds usable by a two-axle vehicle are provided.
3. *Marking.* All parking spaces for nonresidential and mixed-uses shall be clearly marked on the pavement with yellow or white traffic paint or raised pavement markers approved by the City Engineer.
4. *Parking Space Orientation.* Parking areas shall be designed to minimize headlights shining into residential properties as required per screening per 156.F.005.
5. *Parking Module Dimensions.* Parking modules shall be dimensioned as shown in Table [156.E.003, Parking Module Dimensions](#). The dimensions that are set out in the table are illustrated in Figure [156.E.003, Illustrative Parking Module Configurations](#).

Table 156.E.003 Minimum Parking Module Dimensions								
A	B	C		D		E	F	
Angle of Parking (Degrees)	Width of Stall	Depth of Stall 90 Degrees to Aisle		Width of Aisle		Width of Stall Parallel to Aisle	Module Width	
		One Way	Two Way	One Way	Two Way		One Way	Two Way
30	9.5 9	16.8	12.9	11	18	18	44.6	43.8
45	9.5 9	19.1	15.9	13	18	12.7	51.2	49.8
60	9.5 9	20.1	17.8	18	18	10.4	58.2	53.6
90	9.5 9	18	18	24	24	9	42	60

Parallel	9.5 9 ¹	21 ² (length)	21 ² (length)	12	18	N/A	30	36
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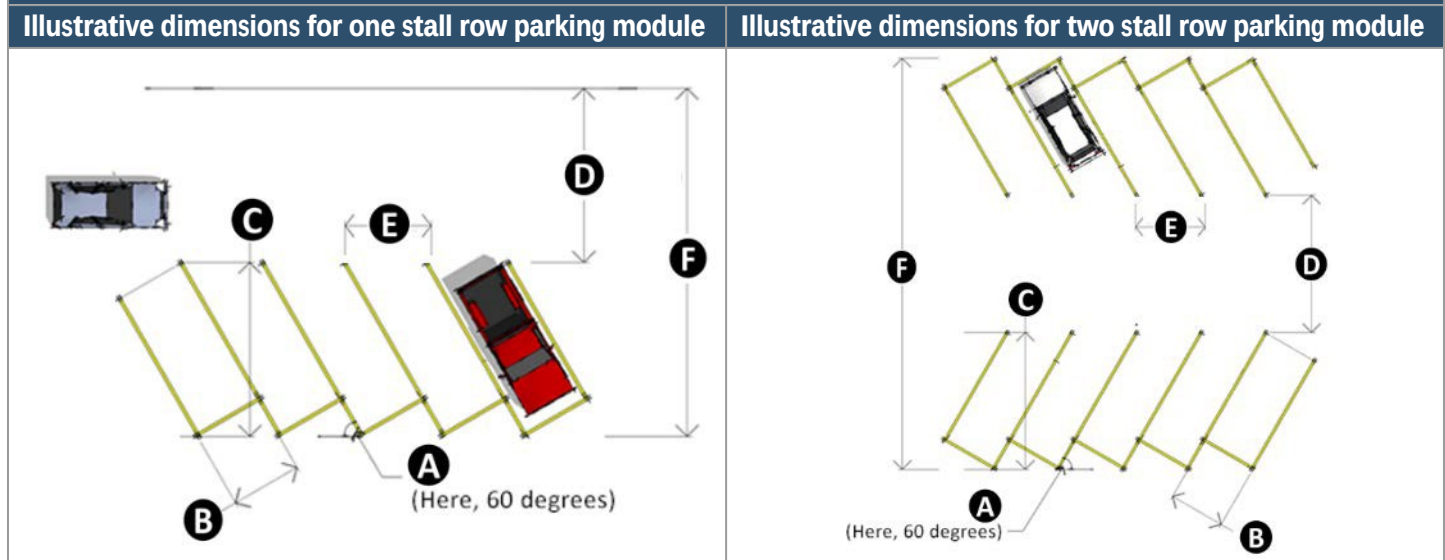
TABLE NOTES:

¹End spaces must be ± 10 feet

² End spaces must be 18 feet. Please note that accessible stalls allow 8 foot with a minimum 5 foot no parking area next to them.

Figure 156.E.003

Illustrative Parking Module Configurations



B. Surfacing and Drainage.

1. *Paving and Grading.* Except as set forth in Subsection D, *Alternative Paving Materials*, below, all off-street parking areas, driveways, and access drives must be paved with an all-weather surface and graded and drained as to dispose of all surface water accumulations within the area.
2. *Equipment.* Areas in rear and interior side yards used to store equipment used in connection with the operation of a business located on the premises in areas zoned General Commercial or General Industrial, may be surfaced with gravel ~~or grass~~ that is maintained to eliminate blowing dust and erosion and must be screened per 156.F.005 Screening when adjacent to residential use or zoned areas or public right-of-way.

Section 2. Amendment. REQUIRED OFF-STREET PARKING

Section 156.E.004(B) and Table 156.E.004 are hereby amended as follows, with underlining indicating added text and strikethroughs indicating removed text:

- B. **Residential Parking.** Parking spaces for Household Living use types or specified building types that are located in private garages, carports, or individual driveways do not have to be marked. An area on a private residential lot is considered a parking space if:
- Dimensions.* The area is at least ~~9.5~~ 9 feet wide and ~~20~~ 18 feet deep in dimension and ~~is not~~ may also be part of an access drive to a private garage or carport and shall be counted in the Minimum and Maximum Spaces of table 156.E.004 for Household Living;
 - Encroachment.* The area does not encroach upon a public sidewalk;
 - Surface.* The area has an improved hard surface as required in Section [156.E.003.B, Surfacing and Drainage](#); and
 - Access.* The area is accessible from the street or alley.

Table 156.E.004 Minimum and Maximum Parking (For External Parking)			
SF = square feet GFA = Gross Floor Area -- = No minimum or no maximum, as applicable			
Use Category	Subtype	Minimum Spaces	Maximum Spaces
Residential and Agricultural			
Household Living	Dwelling, Apartment	1 per dwelling unit	1 per bedroom
	Dwelling, Single-Family Attached	2 per dwelling unit	4 <u>6</u> per dwelling unit
	Dwelling, Single-Family Detached	2 per dwelling unit	4 <u>6</u> per dwelling unit
	Dwelling, Duplex	2 per dwelling unit	4 <u>6</u> per dwelling unit
	Dwelling, Townhouse	2 <u>1</u> per dwelling unit	4 <u>6</u> per dwelling unit
	Dwelling, Multiplex	1 per dwelling unit	1 per bedroom
	Manufactured Home Park	Zero <u>--</u>	2 per dwelling unit
Group Living	Assisted Living Facility	0.3 per unit + 0.75 per employee	1 per unit + 1 per employee
	Boarding or Rooming House	1 per bedroom	1 per bedroom
	Group Home	2 per dwelling unit	2 per dwelling unit
	Nursing Home	1 per 2 beds	1 <u>2</u> per 2 beds

Table 156.E.004 Minimum and Maximum Parking (For External Parking)			
SF = square feet GFA = Gross Floor Area -- = No minimum or no maximum, as applicable			
Use Category	Subtype	Minimum Spaces	Maximum Spaces
	Group Living (Other than Listed)	2 per dwelling unit	2 per dwelling unit
Residential Accessory Uses ¹	Accessory Dwelling Unit	1 per dwelling unit	1 <u>±</u> 2 per dwelling unit
	Bed and Breakfast Home	1 per bedroom	1 <u>±</u> 2 per bedroom
	Farm Stand	1 per stand	3 per stand
	Group Day Care (6 to 12 children)	--	1 per dwelling unit
	Residential Accessory Use (Other than Listed)	--	--
	Upper-Story Residential	1 per dwelling unit	1.5 per dwelling unit
Agricultural and Animal Services	Community Garden	1 per 500 SF GFA --	1 per 200 SF GFA <u>2 per lot</u>
	Kennel	1 per 1,000 SF GFA	1 per 250 SF GFA
	Plant Nursery, Greenhouse, and Landscaping Business	--	--
	Veterinary Clinic	1 per 500 SF GFA	1 per 200 SF GFA
	Veterinary Hospital	1 per 500 SF retail area	1 per 300 SF retail area
	Crop Production	--	--
	Nursery (Retail)	1 per 500 SF retail area	1 per 200 SF retail area
	Stable (Public or Commercial)	1 per horse boarded	2 per horse boarded
Public and Institutional			
Day Care	Adult Day Care	1 per employee	1.75 per employee
	Pre-School or Child Day Care Center	1 per employee	1.75 per employee
	Group Day Care Center	1 per employee	1.75 per employee
	Botanical Garden, Nature Preserve or Trail	--	--
	Bus or Train Passenger Terminal	--	--
Educational Facilities	College or University	1 per 400 SF office, research, and library area; plus 1 space per 300 sq ft assembly areas and classrooms	1 per 300 SF office, research, and library area; plus 1 space per 250 sq ft assembly areas and classrooms --
	Training Facility or Vocational School	1 per 300 SF GFA	1 per 250 SF GFA --
			--

Table 156.E.004 Minimum and Maximum Parking (For External Parking)			
SF = square feet GFA = Gross Floor Area -- = No minimum or no maximum, as applicable			
Use Category	Subtype	Minimum Spaces	Maximum Spaces
	School, Primary or Secondary (Public or Private) -Primary -Secondary	2 per classroom (Primary); 1 per employee + 1 per 5 students (Secondary)	--
	All Other Educational Facilities	1 per 400 SF GFA	1 per 350 SF GFA --
Government Facilities	Government / Non-Profit Office	1 per 400 SF GFA	1 per 200 SF GFA --
	Government Services (Police, Fire, Emergency Medical Services)	--	--
Medical Facilities	Hospital	1 per 3 patient beds	1 per 2 patient beds --
	Funeral Home or Mortuary	1 per 6 seats	1 per 1.5 seats --
	Clinic, Medical Lab, or Urgent Care	1 per 300 SF GFA	1 per 150 SF GFA --
Parks and Open Areas	Botanical Garden, Nature Preserve or Trail	--	--
	Cemetery, Columbarium, Mausoleum, or Memorial Park	--	--
	Park, Playground, and Common Open Space	--	--
Passenger Terminal	Airport or Heliport	-Special Study, refer to Section 156.E.004.F	
	All other Passenger Terminal Uses	--	--
Public Assembly	Club or Lodge	1 per 300 SF GFA	1 per 200 SF GFA
	Place of Public Assembly	1 per 6 seats	1 per 1.5 seats
	Library, Aquarium, Museum, or Gallery	1 per 1,000 SF GFA	1 per 500 SF GFA
	Senior, Youth, or Community Center	1 per 300 SF GFA	1 per 200 SF GFA
Social Service	All Social Services	Special Study, refer to Section 156.E.004.F	

Utilities	Major Utility	1 per employee	--
	Minor Utility	--	--
Commercial and Office			

Table 156.E.004 Minimum and Maximum Parking (For External Parking)			
SF = square feet GFA = Gross Floor Area -- = No minimum or no maximum, as applicable			
Use Category	Subtype	Minimum Spaces	Maximum Spaces
Adult Business	Adult Entertainment Business	1 per 400 SF GFA	1 per 200 SF GFA
Entertainment (Indoor)	Archery / Firearms Range	1 per 3 bays or 1 per 300 SF firing area if no bays	1 per bay or 1 per 100 SF firing area if no bays
	Bar or Tavern	1 per 200 SF GFA	1 per 100 SF GFA
	Bowling Alley	1 per lane	4 per lane
	Dance Club or Dance Hall	1 per 200 SF GFA	1 per 100 SF GFA
	Fitness Gym	1 per 600 SF GFA	1 per 200 SF GFA
	Entertainment (Indoor) (Other than Listed)	1 per 450 SF GFA	1 per 100 SF GFA
	Movie or Other Theater	1 per 4 seats	1 per 3 seats
	Tattoo or Piercing Business	1 per chair plus 1 per employee	1.5 per chair plus 1 per employee
Entertainment (Outdoor)	Amphitheater	1 per 6 seats or 1 per 30 SF if no permanent seats	1 per 4 seats or 1 per 50 SF if no permanent seats
	Campground without Overnight Accommodations	1 per campsite	--
	Golf Course	--	5 per hole --
	Golf Driving Range	1 per tee area	3 per tee area
	Mini-Golf Course	1 per 300 SF outdoor entertainment area plus 1 per 200 SF GFA	1 per 250 SF outdoor entertainment area plus 1 per 150 SF GFA
	Entertainment (Outdoor) (Other than Listed)	1 per 1,000 SF outdoor entertainment area	1 per 300 SF outdoor entertainment area
	Stadium, Running Track, or Ball Field	1 per 6 seats or 1 per 50 SF if no permanent seats	1 per 4 seats or 1 per 30 SF if no permanent seats
Offices/Suites	Bank or Credit Union	1 per 350 SF GFA	1 per 200 SF GFA
	Offices (Other than Listed)	1 per 400 SF GFA	1 per 200 SF GFA
Overnight Accommodations	Bed and Breakfast Inn	0.3 per guest room + 1 per 3 persons (based on maximum design occupancy) for accessory meeting space and catered functions	1 per guest room + 1 per 1 person (based on maximum design occupancy) for accessory meeting space and catered functions
	Campground with Overnight Accommodations	1 per campsite	--

Table 156.E.004
Minimum and Maximum Parking
(For External Parking)

SF = square feet GFA = Gross Floor Area -- = No minimum or no maximum, as applicable			
Use Category	Subtype	Minimum Spaces	Maximum Spaces
	Overnight Accommodations (Other than Listed)	.8 per guest room + 1 per 800 SF public meeting area and restaurant space	1 per guest room + 1 per 400 SF public meeting area and restaurant space
Parking, Commercial	All Uses	--	--
Restaurants	Catering Establishment	1 per employee or 1 per 1,500 SF GFA, whichever is less	--
	Food Delivery	1 per employee	2 per employee
	Microbrewery	1 per 200 SF dining or tasting area	1 per 100 <u>25</u> SF dining or tasting area
	Restaurant (Other than Listed)	1 per 200 SF GFA	1 per 100 <u>25</u> SF GFA
	Restaurant, Drive-In or Drive-Through	1 per 250 SF GFA	1 per 150 <u>25</u> SF GFA
Retail Repair, Sales, and Service	All Uses	1 per 400 SF GFA	1 per 200 <u>25</u> SF GFA
Self-Service Storage	All Uses	1 per 20 storage stalls	1 per 10 storage stalls
Vehicle Sales and Service	Car Wash	1 per 3 employees	1 per employee --
	Heavy Vehicular Equipment Sales, Service, and Repair	1 per 1,000 SF sales and service building(s)	1 per 300 <u>25</u> SF sales and service building(s)
	Vehicle Fuel Station	1 per 400 SF GFA	1 per 200 <u>25</u> SF GFA
	Vehicle Repair, Major	1 per 250 SF GFA + 1 per employee	1 per 200 <u>25</u> SF GFA + 1 per employee
	Vehicle Service, Minor	1 per 400 SF GFA	1 per 200 <u>25</u> SF GFA
	All Other Vehicle Sales and Service	1 per 500 SF sales and service building(s)	--
Industrial			
Heavy Industrial	All Uses	1 per employee or 1 per 1,500 SF GFA, whichever is less	--
Light Industrial	Building or Development Contractor	1 per 1,500 SF storage area	1 per 300 SF storage area
	Light Industrial (Other Than Listed)	1 per employee or 1 per 1,500 SF GFA, whichever is less	--
Warehousing and Freight Movement	All Uses	1 per 2,000 SF GFA	--
Waste-Related Service	All Uses	1 per employee + 1 per 15,000 SF of outdoor storage or salvage area	--
Wholesale Trade	All Uses	1 per 1,500 SF GFA	1 per 400 SF GFA

Table 156.E.004
Minimum and Maximum Parking
(For External Parking)

SF = square feet GFA = Gross Floor Area -- = No minimum or no maximum, as applicable

Use Category	Subtype	Minimum Spaces	Maximum Spaces
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Notes:

¹ In addition to the required and maximum for the primary use.

Section 3. Repealer. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 4. 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 5. 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: 8-26-24
RE: Amendment to Chapter 156.E.003(A) and 156.E.003B and Table 156.E.003

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: Objective of this amendment is to update and remove conflicts with other chapters of the Marshalltown City Code related to parking, loading and stacking.

Recommendation: Begin proceedings to adopt the amendment which will also require a public hearing before final adoption.

Budget Impact: Legal and publication costs

Description/Background: Public works' staff found multiple conflicts between Chapter 72 and the Zoning Chapter 156. Council asked that Planning and Zoning Commission review the chapters in question. After multiple discussions the Planning and Zoning Commission conducted a public hearing over the proposed changes (included in your packet). Heather Thomas and Consultant Cindy Kendall participated in those discussions. Chapter 156 has also been reviewed and discussed with Bolton & Menk staff member Trey Rouse.

CITY COUNCIL

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



ORDINANCE 15092

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA, BY REPEALING CHAPTER 72 PARKING RULES AND ADOPTING NEW CODE SECTIONS FOR CHAPTER 72 PARKING RULES

WHEREAS, the City Council of the City of Marshalltown, Iowa has adopted Chapter 72 Parking Rules; and

WHEREAS, the Plan Zoning Commission and staff have identified various provisions of Chapter 72 that require amendment; and

WHEREAS, the City Council finds the following amendment to be in the best interest of the City of Marshalltown.

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

Section 1. The Code of Ordinances of the City of Marshalltown is hereby amended by repealing Chapter 72: Parking Rules and adopting the following in its place:

CHAPTER 72: PARKING RULES

Section

General

72.001 Definitions

Stopping, Standing, or Parking

72.101 General prohibition

72.102 Overtime and alternate parking

72.103 Semi-tractors, trucks, or trailers

72.104 Responsibility for vehicles

72.105 Removal of unattended vehicle from bridge, tunnel, or causeway

72.106 Stopping on traveled way

72.107 Moving another's vehicle

72.108 Theaters, hotels, and auditoriums

72.109 Parking at right-hand curb

72.110 Parking within lines

72.111 Parking over 24 hours

72.112 Bus stops and taxicab stands

72.113 Street right-of-way & Terrace parking

72.114 Median strips

72.115 Parking in alleys

72.116 Municipally-owned parking lots

72.117 Street parking near intersections

Parking on Residential Properties

72.201 Purpose

72.202 Scope

- 72.203 Driveways; number, composition, location, and size
- 72.204 Driveway extensions in front yards; exceptions
- 72.205 Residential parking
- 72.206 Unlicensed, inoperable vehicles
- 72.207 Responsibility for violations
- 72.208 No prior notice, warning required

Parking on Business Properties

- 72.301 Purpose
- 72.302 Scope
- 72.303 Driveways and parking
- 72.304 Unlicensed, inoperable vehicles
- 72.305 Responsibility for violations
- 72.306 No prior notice, warning required

Special Stops

- 72.401 Railroads; obedience to signals; crossings
- 72.402 Primary roads designated as through highways
- 72.403 Emerging and yielding when emerging from private roadway, alley, building, or driveway

Habitual Violator Penalty and Procedures

- 72.501 Habitual violator
- 72.502 Removal and impoundment of illegally parked vehicles
- 72.503 Right of owner to redeem impounded vehicle
- 72.504 Right to hearing
- 72.505 Conduct of hearing

Penalty

- 72.999 Penalty

GENERAL

§ 72.001 DEFINITIONS.

(A) For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

ALLEY. The same as defined in § 156.M.003 of this code of ordinances.

BUSINESS: an organization or enterprising entity engaged in commercial, industrial, or professional activities. Businesses can be for-profit entities or non-profit organizations. Excludes home occupations (home-based businesses defined in § 156.C.007.G.1).

BUSINESS DISTRICT. The same as defined in § 70.001 of this code of ordinances.

CORNER LOT. A lot located at the junction of at least two streets or private ways, or at least two segments of a curved street or private ways, at which the angle of intersection is no greater than 135 degrees.

CURB CUT OR CURB DROP. A cut made through the street curb that has previously been authorized and approved by the city.

DRIVEWAY. A surface consisting of materials allowed in section § 72.203 constructed and maintained in quality, quantity, and size to prevent the creation of ruts in, or deterioration or damage to, the driveway surface or soil beneath from the operation or parking of vehicles, trailers, or recreational vehicles located within a yard and connected to an approved curb drop or entrance.

DRIVEWAY APRON. The portion of a driveway which is located in the street right-of-way.

DRIVEWAY EXTENSION. The portion of a driveway which is in excess of the allotted driveway width, which is contiguous to a driveway which shall lead to a curb drop or entrance, and which consists of materials allowed in section § 72.203 constructed and maintained in quality, quantity, and size to prevent the creation of ruts in, or deterioration or damage to, the driveway extension or soil beneath from the operation or parking of vehicles, trailers, recreational vehicles thereon.

DWELLING; DWELLING, APARTMENT; DWELLING, DUPLEX; DWELLING, MULTIPLEX; DWELLING, SINGLE-FAMILY ATTACHED; DWELLING, SINGLE-FAMILY DETACHED; DWELLING, TOWNHOUSE; and DWELLING, UNIT. The same as defined in § 156.M.003 of this code of ordinances.

ENTRANCE. A portion of the driveway that is the approved exit from a street or alley onto private property, which has previously been authorized and approved by the city.

FRONTAGE. The length of a property line of any one premises abutting and parallel to a public street right-of-way.

FRONT YARD. The portion of the parcel that is between the street right-of-way line and the front and closest face of the dwelling containing the primary entrance. Refer to § 156: Zoning for additional information.

LOT. A tract of land represented and identified by number or letter designation on an official plat.

REAR YARD. The portion of the parcel that remains that is not classified as either front, side street front, or side yard. Refer to § 156: Zoning for additional information.

RECREATIONAL VEHICLE. A vehicle designed for recreational use such as camping (means a vehicular or portable unit designed to be mounted on a chassis and wheels, which either has its own motive power or is mounted on or drawn by another vehicle, such as travel trailers, fifth wheel trailers, camping trailers, motor homes, or truck campers which may be used as a temporary dwelling or sleeping place.)

RESIDENCE DISTRICT. The same as defined in § 70.001 of this code of ordinances.

RESIDENTIAL ZONE. Any area of the city designated by the official zoning map of the city as Rural Residential (RR), Low-Density Residential (RL), Medium-Density Residential (RM), High-Density Residential (RH), or Planned Unit Development District with majority Residential Uses.

SIDE STREET FRONT YARD. On a corner lot, the portion of the parcel adjacent to street right-of-way that is between the front yard and parcel line opposite of the side of the primary entrance of the primary structure or dwelling. The side street front yard extends along the side of the structure/dwelling and the side street to the rear lot line. Refer to § 156: Zoning for additional information.

SIDE YARD. The portion of the parcel that is between the front yard and the rear and furthest face of the primary structure or dwelling that is not adjacent to the street right-of-way. Refer to § 156: Zoning for additional information.

STREET. The same as defined in § 156.M.003 of this code of ordinances.

TRAILER. The same as defined in § 70.001 of this code of ordinances.

VEHICLE. The same as defined in § 70.001 of this code of ordinances.

(B) All other words and terms, not enumerated in division (A) above shall be defined as provided in other chapters of this code of ordinances.

STOPPING, STANDING OR PARKING

§ 72.101 GENERAL PROHIBITION.

No person shall stop, stand, or park a vehicle, trailer, or recreational vehicle, except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer or traffic control device, in any of the following places:

- (A) On a sidewalk or portion thereof;
- (B) In front of a public or private driveway;
- (C) Within an intersection;
- (D) Within five feet of a fire hydrant;
- (E) On a crosswalk;
- (F) Within ten feet upon the approach to any flashing beacon, stop sign, or traffic control signal located at the side of a roadway;
- (G) Between a safety zone and the adjacent curb or within ten feet of points on the curb immediately opposite the ends of a safety zone, unless a different length is indicated by signs or markings;
- (H) Within 50 feet of the nearest rail of a railroad crossing, except when parked parallel with such rail and not exhibiting a red light;
- (I) Within 20 feet of the driveway entrance to any fire station and on the side of a street opposite the entrance to any fire station within 75 feet of the entrance when properly signed;

(J) Alongside or opposite any street excavation or obstruction when such stopping, standing, or parking would obstruct traffic;

(K) On the roadway side of any vehicle, trailer, or recreational vehicle stopped or parked at the edge or curb of a street;

(L) At any place where official signs prohibit stopping or parking;

(M) Upon any street within the corporate limits of the city when stopping, standing, or parking is prohibited by a general ordinance of uniform application relating to the removal of snow or ice from the streets;

(N) In front of a curb cut or ramp that is located on public or private property in a manner that blocks access to the curb cut or ramp; and/or

(O) On the terrace or easement area if visual hazard.

(P) On any grass or dirt except as otherwise noted in this chapter or § 156: Zoning.

Penalty, see § 71.999 and § 72.999. Statutory reference: Similar provisions, see I.C.A. § 321.358.

§ 72.102 OVERTIME AND ALTERNATE PARKING.

(A) No person shall cause, allow, permit, or suffer any vehicle, trailer, or recreational vehicle registered in the name of or operated by such person to be parked overtime or beyond the period of legal parking time at any location designated.

(B) In reference to overtime parking, the method of parking shall be as follows: every vehicle, trailer, or recreational vehicle stopped or parked upon a roadway shall be stopped or parked with the wheels parallel with and within 18 inches of the curb, and not closer than four feet end to end from another vehicle, trailer, or recreational vehicle.

(C) (1) Overtime alternate parking shall apply to all streets within the incorporated limits of the city, except as to streets or portions of streets hereinafter expressly excluded or not signed as such.

(2) Overtime alternate parking shall apply to the entire length or course of said street within the incorporated limits of the city, except as to such portion hereinafter expressly excluded or not signed as such.

(D) Streets and avenues running in an easterly and westerly direction, parking on the south side of said street or avenue before 9:00 a.m. is prohibited on Monday, Wednesday, Friday, and Sunday, and on the north side of said street or avenue before 9:00 a.m. on Tuesday, Thursday, and Saturday.

(E) Streets and avenues running in a northerly and southerly direction, parking shall be prohibited on the west side of said streets and avenues before 9:00 a.m. Tuesday, Thursday, and Saturday, and on the east side of the street or avenue before 9:00 a.m. Monday, Wednesday, Friday and Sunday.

(F) This section shall have no application and is expressly declared to be inapplicable to the existing parking ordinances or regulations regarding the portions of streets and avenues bordering on and immediately adjacent to all public school grounds and also the portions of streets and avenues bordering on and immediately adjacent to all parochial school grounds.

(G) (1) General.

(a) A street or avenue beginning in a straight course from Main Street in a southerly and northerly direction, and then taking a diagonal course, shall for the purpose of this section be classified throughout its length as a north and south street or avenue. A street or avenue beginning in a straight course from Center Street in an easterly and westerly direction and then taking a diagonal course, shall, for the purpose of this section, be classified throughout its length as an east and west street or avenue.

(b) All other diagonal streets or avenues shall be deemed north and south streets if they angle less than 45 degrees from true north.

(c) All other diagonal streets or avenues shall be deemed east and west streets or avenues if they angle more than 45 degrees from true north.

(2) Curved streets. Streets curved in part shall be classified as north and south streets if the major portion thereof runs in a northerly and southerly direction. Streets curved in part shall be classified as east and west streets if the major portion thereof runs in an easterly and westerly direction.

(3) Specific designations. Brentwood Road and Brentwood Place shall be declared north and south streets or avenues for the purpose of this section. Brentwood Terrace shall be deemed and so declared an east and west street or avenue for the purpose of this section.

(H) (1) The principle of the use of alternate sides for the control of the parking or leave standing of vehicle, trailer, or recreational vehicle is hereby established.

(2) The hour of change shall be at 9:00 a.m. on each day of the week on the streets and avenues herein covered.

(I) Appropriate signs stating thereon "NO PARKING" followed by the days of the week on which a vehicle, trailer, or recreational vehicle shall not be parked or left standing shall be placed and maintained by the Street Department adjacent to the curb along the portions of the street included in the provisions of this section.

Penalty, see § 72.999.

§ 72.103 SEMI-TRACTORS, TRUCKS OR TRAILERS.

(A) The stopping, parking, or leaving standing of a semi-tractor, truck, or trailer, either alone or in conjunction with each other with a five-and-one-half-ton license or more for more than three hours is considered an overtime parking violation and hereby prohibited in any residential zone in the city; provided, however, that, the Police Department shall allow parking in excess of three hours when the tractor, truck or trailer is parked to render a service in the immediate vicinity.

(B) Semi-trailers located within residential or commercial zones must be licensed, fully road operational, and may not be used for storage purposes unless part of an active city-permitted construction project.

Penalty, see § 72.999.

§ 72.104 RESPONSIBILITY FOR VEHICLES.

(A) Scope of section. This section shall apply to all vehicles, trailers, or recreational vehicles parked within the city in violation of ordinances regulating parking.

(B) Owner's responsibility. If any vehicle, trailer, or recreational vehicle is found stopped, standing, or parked in any manner violative of ordinances concerning parking, when the identity of the operator cannot be determined, the owner or person or corporation in whose name the vehicle, trailer, or recreational vehicle is registered shall be held prima facie responsible for the violation.

Penalty, see § 72.999.

§ 72.105 REMOVAL OF UNATTENDED VEHICLE FROM BRIDGE, TUNNEL OR CAUSEWAY.

Whenever any peace officer finds a vehicle, trailer, or recreational vehicle unattended upon any bridge or causeway or in any tunnel where such vehicle, trailer, or recreational vehicle constitutes

an obstruction to traffic, such officer is authorized to provide for the removal of such vehicle, trailer, or recreational vehicle to the nearest garage or other place of safety.

Statutory reference: Similar provisions, see I.C.A. § 321.357.

§ 72.106 STOPPING ON TRAVELED WAY.

(A) (1) (i) Upon any state or federal highway outside of a business or residence district, no person shall stop, park or leave standing any vehicle, trailer, or recreational vehicle, whether attended or unattended, upon the paved or improved or main-traveled part of the state or federal highway when it is practical to stop, park or so leave such vehicle, trailer or recreational vehicle off such part of the state or federal highway, but in every event a clear and unobstructed width of at least 20 feet of such part of the state or federal highway opposite such standing vehicle, trailer, or recreational vehicle shall be left for the free passage of other vehicles and a clear view of such stopped vehicle shall be available from a distance of 200 feet in each direction upon such state or federal highway; provided, however, school buses may stop on a state or federal highway for receiving and discharge pupils, and all other vehicles shall stop for school buses which are stopped to receive or discharge pupils, as provided in § 71.089 of this code of ordinances.

(A) (1) (ii) Upon any street outside of a business or residence district, no person shall stop, park or leave standing any vehicle, trailer or recreational vehicle, whether attended or unattended, upon the main-traveled portion of the street designed for the through movement of vehicles, exclusive of auxiliary lanes or designated parking lanes/areas thereon as otherwise permitted by the City or as set forth in an approved ordinance; provided, however, school buses may stop on a street for receiving and discharge of pupils, and all other vehicles, trailers or recreational vehicles shall stop for school buses which are stopped to receive or discharge pupils, as provided in § 71.089 of this code of ordinances.

(2) This section shall not apply to a vehicle, trailer, or recreational vehicle making a turn as provided in § 71.040 of this code of ordinances.

(3) This section also does not apply to the stopping or parking of a maintenance vehicle or trailer operated by a street authority on the main-traveled way of any roadway when necessary to the function being performed and when early warning devices are properly displayed.

(B) The provisions of division (A) above shall not apply to the driver of any vehicle, trailer, or recreational vehicle that is disabled while on the paved or improved or main-traveled portion of a street in such manner and to such extent that it is impossible to avoid so stopping and temporarily leaving such disabled vehicle, trailer, or recreational vehicle in such position.

(C) Whenever any peace officer finds a vehicle, trailer, or recreational vehicle standing upon a street in violation of any of the provisions of this section, such officer is authorized to move such vehicle, trailer, or recreational vehicle or require the driver or other person in charge of the vehicle, trailer, or recreational vehicle to move the vehicle, trailer, or recreational vehicle to a position off the paved or improved or main-traveled part of such street.

Penalty, see § 71.999. Statutory reference: Similar provisions, see I.C.A. §§ 321.354 through 321.356.

§ 72.107 MOVING ANOTHER'S VEHICLE.

No person shall move a vehicle, trailer, or recreational vehicle not owned by such person into any such prohibited area or away from a curb such distance as is unlawful.

Penalty, see § 71.999. Statutory reference: Similar provisions, see I.C.A. § 321.359.

§ 72.108 THEATERS, HOTELS AND AUDITORIUMS.

A space of not to exceed 50 feet is reserved at the side of the street in front of any theater, auditorium, or hotel having more than 25 sleeping rooms, or other building where large assemblages of people are being held, within which space, when clearly marked as such, no vehicle, trailer, or recreational vehicle shall be left standing, parked or stopped, except in taking on or discharging passengers or freight, and then only for such length of time as is necessary for such purpose.

Penalty, see § 72.999. Statutory reference: Similar provisions, see I.C.A. § 321.360.

§ 72.109 PARKING AT RIGHT-HAND CURB.

Except where angle or center parking or parking of a vehicle, trailer, or recreational vehicle with the left-hand wheels adjacent to and within 18 inches of the left-hand curb of a one-way roadway is permitted by ordinance, every vehicle, trailer, or recreational vehicle stopped or parked upon a roadway where there is an adjacent curb shall be so stopped or parked with the right-hand wheels of such vehicle, trailer, or recreational vehicle parallel with and within 18 inches of the right-hand curb.

Penalty, see § 72.999. Statutory reference: Similar provisions, see I.C.A. § 321.361.

§ 72.110 PARKING WITHIN LINES.

Whenever stalls or sections for vehicles, trailers, or recreational vehicles are marked or painted upon the surface of any street or municipally owned or leased parking lot, the driver or operator of any vehicle, trailer, or recreational vehicle shall park the vehicle, trailer, or recreational vehicle within the limits of one of the stalls or sections and not over or across the lines.

Penalty, see § 72.999.

§ 72.111 PARKING OVER 24 HOURS.

(A) It shall be unlawful for any person to stop, park, or leave standing any vehicle, trailer, recreational vehicle, machinery, mobile or movable equipment of any kind upon any street, avenue, alley, or highway for more than 24 consecutive hours; however, this section shall not apply to vehicles, trailers or recreational vehicles, machinery, mobile or movable equipment being used to move, deliver and/or take articles to and from a yard or building or structure located thereon or used in connection with providing a temporary service thereon for a reasonable period of time while in the active process of such use.

Penalty, see § 72.999.

§ 72.112 BUS STOPS AND TAXICAB STANDS.

It shall be unlawful to stop, park, or leave standing any vehicle in any bus stop or taxicab stand, except that a temporary stop may be made to load or unload passengers.

Penalty, see § 72.999.

§ 72.113 STREET RIGHT-OF-WAY & TERRACE PARKING.

Absent a designated parking area that does not create a visual hazard pursuant to 156.B.008a-1, it shall be unlawful for any person to park or leave standing any vehicle, trailer, or recreational vehicle on any street right-of-way or terrace area between the outside curb line of any public street, road or avenue and the outside walk line (if present) or right-of-way property line of any street at any time or to use such terrace for the storage or parking of any such vehicle, trailer, or recreational

vehicle; however, this section shall not apply to vehicles, trailers or recreational vehicles, machinery, mobile or movable equipment being used to move, deliver and/or take articles to and from a yard or building or structure located thereon or used in connection with providing a temporary service thereon for a reasonable period of time while in the active process of such use. Penalty, see § 72.999.

§ 72.114 MEDIAN STRIPS.

It shall be unlawful for any person to stop, park, or leave standing any vehicle, trailer, or recreational vehicle on any part or portion of any median strip. Penalty, see § 72.999.

§ 72.115 PARKING IN ALLEYS.

(A) It shall be unlawful to stop, park, or leave standing any vehicle, trailer, or recreational vehicle in any alley at any time, even for loading or unloading, where the city has strictly prohibited blocking of such alley by the posting of permanent or temporary signage. This subsection shall not apply to garbage, refuse, or recycling collection where loading and unloading occurs with the vehicle running; persons performing the collection services stay within 30 feet of the vehicle at all times; services are immediately and continuously rendered until the vehicle is moved; and services are anticipated to take less than 2 minutes.

(B) If no designated signage prohibiting the blocking of an alley exists, an alley may be blocked only to load or unload for a reasonable period of time, and in no event shall exceed 30 minutes.

Penalty, see § 72.999.

§ 72.116 MUNICIPALLY-OWNED PARKING LOTS.

(A) *Blocking access or traffic flow in parking lots.* No vehicle, trailer, or recreational vehicle shall be parked in any lot in any manner or of such size to block the free access or flow of traffic in and through any parking lot.

(B) *Impoundment of vehicles, trailers, or recreational vehicles left on municipally-owned parking lots.* Any vehicle, trailer, or recreational vehicle parked or left standing on any municipally owned or municipally leased parking lot for longer than 72 continuous hours may be removed therefrom and stored under the direction of the Police Department or Parking and Code Enforcement Officer, and all costs of such removal and storage shall be payable by the operator or owner thereof. Any expense incurred therefor shall be in addition to the assessment of any fine or costs arising out of any violation of this subchapter.

Penalty, see § 72.999.

§ 72.117 STREET PARKING NEAR INTERSECTIONS.

(A) It shall be unlawful to stop, park, or leave standing any vehicle, trailer, or recreational vehicle on any street or avenue within 20 feet of the sidewalk extended to the curb at any street or avenue intersection. In areas where no sidewalk exists, it shall be the extension of the street right-of-way line.

(B) Upon application of the Director of Public Works/City Engineer at designated intersections and school crossings, it shall be unlawful to stop, park, or leave standing any vehicle, trailer, or recreational vehicle on any street or avenue within 40 feet of the sidewalk extended to the curb at any street or avenue intersection or within 40 feet of a school

crossing. In areas where no sidewalk exists, it shall be the extension of the street right-of-way line.

(C) Upon approval by the City Council as an ordinance, additional prohibited parking areas may be designated.

(D) In divisions (B) and (C), above, it shall be indicated by appropriate signage. Yellow striping of the curb may be used in addition, all consistent with uniform practices.

Penalty, see § 72.999.

PARKING ON RESIDENTIAL PROPERTIES

§ 72.201 PURPOSE.

(A) The purpose of the residential parking regulations in this subchapter is to prevent the unreasonable diminishing or impairment of established property values and aesthetics within the city and to preserve public health, safety, and welfare.

§ 72.202 SCOPE.

(A) The regulations in this subchapter apply to all residential zoned districts and residential use properties, regardless of zone, within the city.

(B) Nothing in this subchapter is intended to conflict with or supersede regulations in Chapter 156: Zoning, Article E – Parking, Loading, and Stacking. All applicable developments or use changes must meet §156.E. Properties that have applied for and been approved for Limited Use Permit, Special Use Permit, Variance, or other zoning-related requirements and waivers shall govern if a conflict in parking requirements are specifically listed and included in the permit or variance approved.

§ 72.203 DRIVEWAYS; NUMBER, COMPOSITION, LOCATION AND SIZE.

(A) Composition of the driveway and entrance surface. Under this subchapter, a driveway and entrance shall be a surface constructed of materials as follows:

	Allowable Driveway Approach Materials	Allowable Front Yard / Side Street Front Yard Driveway & Extension Materials	Allowable Rear and Side Yard Driveway & Extension Materials
Driveways Installed prior to 2010 & Continuously Maintained	Concrete, Asphalt, Seal Coat, Solid Bricks, Gravel, or Crushed Stone	Concrete, Asphalt, Seal Coat, Solid Bricks, Gravel, or Crushed Stone	Concrete, Asphalt, Seal Coat, Solid Bricks, Gravel, or Crushed Stone
Driveways Installed after 01/01/2010 and prior to 10/01/2024	Concrete, Asphalt, or Solid Bricks	Concrete, Asphalt, or Solid Bricks	Concrete, Asphalt, Seal Coat, Solid Bricks, Gravel, or Crushed Stone
Driveways Installed on or after 10/01/2024	Concrete (shall be a minimum of 6 inches) or Asphalt (shall be an equivalent strength)	Concrete, Asphalt, or Solid Bricks	Concrete, Asphalt, Seal Coat, or Solid Bricks. Exception: Gravel or Crushed Stone shall be allowed if directly connected through the driveway to a gravel street, gravel alley, or grassed alley.

Driveways shall be maintained in quality, quantity, and size to prevent the creation of ruts in or deterioration or damage to the driveway or soil beneath from the operation or parking of vehicles, recreational vehicles, or trailers.

(B) Location of driveway or parking areas.

(1) *Front yard.*

- a. Only one driveway shall be allowed in a front yard per street frontage, except that a duplex with garages located at each end of the building shall be permitted a driveway for each garage.
- b. No driveway shall be located in front of a dwelling, except for any dwelling area portions attached to and located above or behind a garage.
- c. A driveway shall not lead perpendicularly to the side of a garage where there is no garage door.
- d. A driveway shall be connected and lead to only one curb drop or entrance, except for residences on a corner lot located on a major or minor arterial or major collector roadway, as defined in the city's Comprehensive Plan and any future amendments to the plan, which can apply to the City Engineer for permission to connect a driveway to two curb drops for the sole purpose of allowing safe entry onto the roadway.

(2) *Additional Requirements*

- a. Parking of all vehicles, recreational vehicles, and trailers, must be in a permanent roofed structure or on a driveway or driveway extension meeting the materials allowed in section § 72.203.

- b. Driveway and parking areas must be connected to a driveway leading from an approved curb drop or entrance.
 - c. The maximum number of vehicles, recreational vehicles, and trailers, allowed to be parked at one time on a parcel outside of a permanent roofed enclosure shall be as follows:
 - i. Dwelling, Single-Family Attached; Dwelling, Single-Family Detached; Dwelling, Duplex; Dwelling, Townhouse; and Dwelling, Multiplex:
 - 1. Maximum quantity shall be in accordance with § 156.E.004.
 - 2. Any vehicle, trailer, or recreational vehicle longer than 30-feet in length shall count as two.
 - 3. There shall be a maximum of two trailers.
 - ii. Dwelling, Apartment:
 - 1. Maximum quantity shall be in accordance with § 156.E.004.
 - 2. Any vehicle, trailer, or recreational vehicle longer than 30-feet in length shall count as two.
- (3) The vehicle, trailer, or recreational vehicle wheels and any component touching the ground must be located entirely on surfacing in accordance with § 72.203.A.
- (4) *Maintenance.*
- a. Existing gravel or crushed stone must be maintained and have a minimum of 4 inches of depth, to be free from weeds and grass and to a depth to prevent erosion and rutting.
 - b. All other surfaces must meet the requirements of division (A) above.

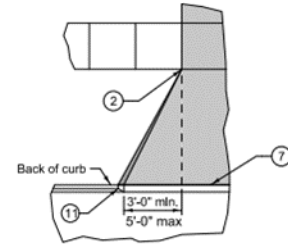
(C) *Width of driveway.*

- (1) The maximum width of a driveway shall be based on the vehicle stall count of the permanent roofed vehicle enclosure (garage) and be no wider than the following:

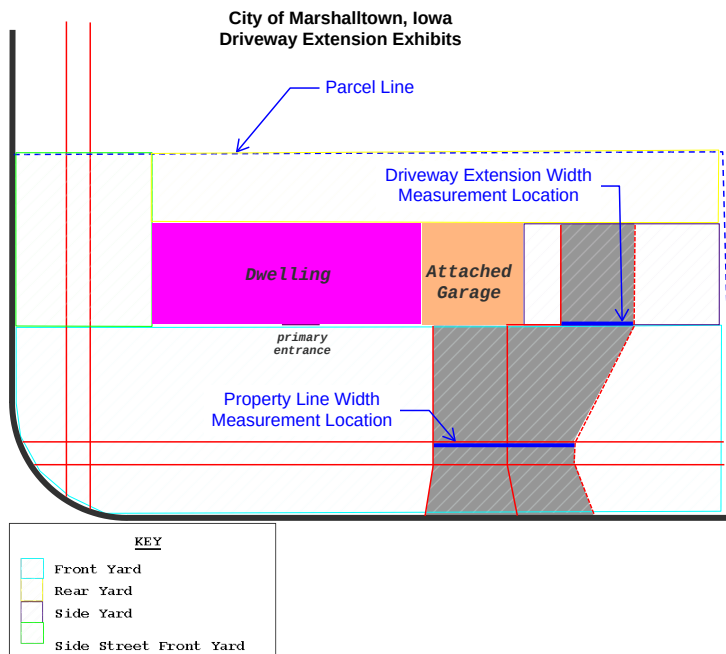
No connected garage	10 feet (plus a maximum of one driveway extension)
1 vehicle stall wide garage	12 feet (plus a maximum of one driveway extension)
2 vehicle stall wide garage	24 feet (plus a maximum of one driveway extension)
3 vehicle stall wide garage	24 feet (plus a maximum of one driveway extension)
4 stall garages and larger	All 4-vehicle stall wide garages and larger shall be placed on the lot so all the garage doors do not face the primary street. Some or all of the doors shall be perpendicular to the street. The driveway width in the front yard shall not be greater than 24 feet, plus a maximum of one driveway extension

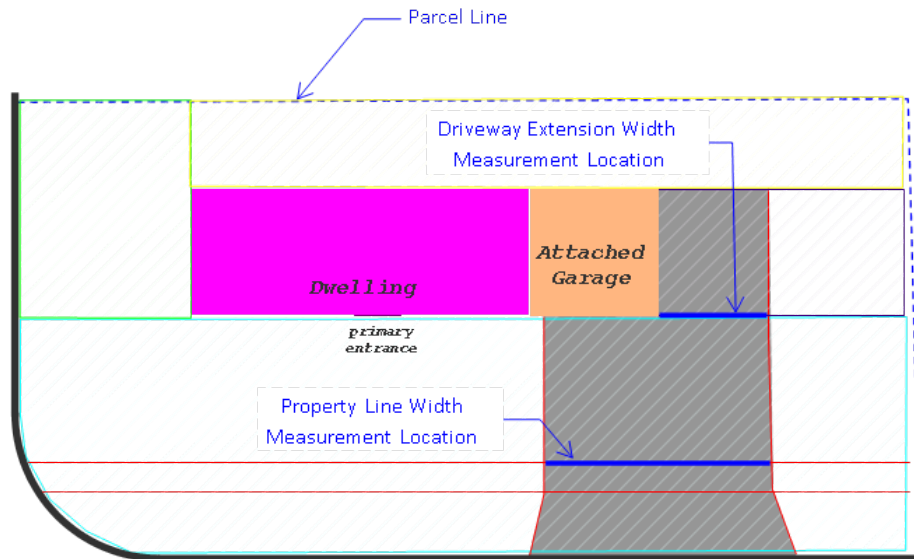
- (2) The driveway width shall be measured at the property line, as shown in the following exhibit.
- (3) In cases where the garage is more than four feet wider than the edge of a garage overhead door, the Engineering Office shall have the discretion to reclassify the stall count or allow driveway tapering. All approvals shall be noted on the driveway permit.

- (4) A driveway extension shall be a maximum width of 10 feet. If a driveway extension runs past the front face of the dwelling or garage as a driveway extension, the driveway extension's maximum width shall be measured perpendicular to the driveway extension at the location where the extension passes the front face, as shown in the following exhibit.
- (5) In situations where a driveway extension is located along the side of a structure with a roof overhang that causes conflict between vehicles, trailers, or recreational vehicles, the driveway extension may be increased in width by the amount of the roof overhang, up to four feet. Driveway extension tapering or width changes shall be utilized to reduce the allowable width back to the requirements, as documented on the driveway permit.
- (6) A curb cut or entrance may flare out between the property line and an approved entrance or curb cut in accordance with Marshalltown Supplementary Specifications to SUDAS, so long as not to cross a property line without written/recorded permission from the adjacent property owner. For Reference Only (SUDAS 2024 allows 3-5' flare)



DETAIL A
(Residential/Agricultural Only)





(D) *Exemption for large lots.* Residential lots greater than one-half acre and with a front yard depth greater than 75 feet are exempt from the provisions of division (B) above and § 72.204 of this chapter, with the exception of paving requirements. A driveway permit application is required to be submitted and approved by the city to verify that the lot qualifies as a large lot. The driveway width at the property line shall not be greater than 24 feet with no opportunity for a driveway extension.

(E) *Exemption for approved planned unit developments (PUD).*

(1) Residential PUDs that have been approved by the Plan and Zoning Commission and the City Council are exempt from the provisions of divisions (B) and (C) above and § 72.204 of this chapter only if driveway regulations are included in the approved PUD plans.

(2) All front yard driveways and driveway extensions must be paved in accordance with divisions (A) and (B) above.

(F) *Responsibilities of owners.* Any person, corporation, or legal entity who is the owner, whether the legal or equitable titleholder, of a residential lot, shall be responsible for any violation of the driveway regulations provided in divisions (A), (B), and (C) above.

(G) Reasonable variations from these requirements may be approved by the City Engineer and the Planning Department jointly for unforeseen situations or unusual property configurations.

Penalty, see § 72.999

§ 72.204 DRIVEWAY EXTENSIONS IN FRONT YARDS; EXCEPTIONS.

(A) (1) Prior written authorization of the Engineering Department or other authorized designee is required for all driveways and driveway extensions in front yards and regulations for authorization. No driveway extension shall be installed or construction thereon begun in any residential front yard without the prior written authorization of the Engineering Department or other authorized designee, issued to the owner, whether the legal or equitable title holder, of the lot.

(2) Prior to the Engineering Department or other authorized designee's consideration of any request for or issuance of a written authorization for any driveway or driveway extension in any

residential front yard, any owner, whether the legal or equitable title holder, of the lot, shall submit a written application and pay to the City Clerk a fee set by resolution.

(3) The Engineering Department or other authorized designee shall issue a written authorization for a driveway extension in a residential front yard to an owner, whether the legal or equitable title holder, of a residential lot, upon submission of an application by the owner and payment of the fee therefor and only if a proposed driveway extension will comply with all of the following, which shall be specified in writing in each written authorization issued:

(a) One driveway extension no wider than ten feet in width shall be permitted in a front yard;

(b) A driveway extension must be contiguous and parallel to the driveway;

(c) A driveway extension must be located between the driveway and the side property line in the direction away from the dwelling if there is sufficient space for placement between the driveway and that side property line; and

(d) The surface of a driveway extension must be a surface material allowed in section § 72.203 and constructed and maintained in quality, quantity, and size to prevent the creation of ruts in or deterioration or damage to the driveway extension or soil beneath from the operation or parking of vehicles, recreational vehicles or trailers.

(4) Any person, corporation, or legal entity who is the owner, whether the legal or equitable title holder, of a residential lot, shall be responsible for any violation of this section pertaining to driveways or driveway extensions.

(B) (1) The following driveways and driveway extensions, in existence on or before 2-26-2001, are excepted or grandfathered from any of the regulations in § 72.203 of this chapter and division (A) above that would otherwise prohibit them:

(a) Driveway extensions that otherwise conform to the driveway extension regulations prescribed by divisions (A)(3)(a), (A)(3)(b), (A)(3)(c), and (A)(3)(d) above without the necessity for Engineering Department or other authorized designee for a driveway extension that is located on the side of the driveway towards the dwelling, regardless if there exists sufficient space to have located the extension on the side of the driveway in the direction away from the dwelling;

(b) Driveways connected and leading to one or two approved existing curb cuts or entrances, which is in the nature of a circle-type or horseshoe-type driveway, whether located in front of a dwelling that otherwise conforms to the driveway regulations prescribed by § 72.203 of this chapter; or

(c) Driveways connected and leading to only one entrance from a street or alley, although the entrance has not been authorized and approved by the city, that otherwise conforms to the driveway regulations prescribed by § 72.203 of this chapter.

(2) The grandfather exceptions provided in this section shall automatically terminate for any driveway or driveway extension that is replaced, altered, or expanded on or after 2-26-2001. However, maintenance, without changing the configuration, of a grandfathered driveway or driveway extension will not terminate its grandfathered status.

Penalty, see § 72.999

§ 72.205 RESIDENTIAL PARKING.

(A) *Residential parking off driveway or driveway extension prohibited.* It shall be unlawful for any person, corporation, or legal entity to park a vehicle, trailer, or recreational vehicle in the yard of any residential lot unless the vehicle, trailer, or recreational vehicle is parked completely upon a driveway, driveway extension, or combination thereof or in a permanent roofed enclosure.

However, this section shall not apply to vehicles, trailers, or recreational vehicles being used to move, deliver, and/or take articles to and from a yard or building or structure located thereon or used in connection with providing a temporary service thereon for a reasonable period of time while in the active process of such use.

(B) Parking of trucks, other than panel or pickup trucks of less than or equal to one-ton chassis capacity, is prohibited in residential areas, except to load/unload. Heavy commercial vehicles (including tractor-cab units rated over one ton) shall not be parked at any time in residential zoning districts except when work is being performed on that property.

Penalty, see § 72.999.

§ 72.206 UNLICENSED, INOPERABLE VEHICLES.

(A) It shall be unlawful for any person, corporation, or legal entity to park or store an unlicensed or inoperable vehicle, trailer, or recreational vehicle anywhere in the front, side, side street front, or rear yard, including upon any driveway or driveway extension unless the vehicle, trailer, or recreational vehicle is parked or stored in a permanent roofed enclosure. Mere licensing of an inoperable vehicle shall not constitute a defense to the finding that such vehicle violates this section.

(B) Nuisance vehicle removal, storage, redemption, or disposal regulations are outlined in § 95.010.

Penalty, see § 72.999.

§ 72.207 RESPONSIBILITY FOR VIOLATIONS.

When the identity of the operator of a vehicle, trailer, or recreational vehicle cannot be determined, any person, corporation, or legal entity who was the registered owner of such vehicle, trailer, or recreational vehicle and any person, corporation, or legal entity who was in lawful possession of the residential lot where the violation occurred at the time of a violation shall be held prima facie responsible for any violation of the provisions of §§ 72.205 and 72.206 of this chapter.

§ 72.208 NO PRIOR NOTICE, WARNING REQUIRED.

The offenses enumerated in this subchapter do not contain elements that require any prior notice or warning to be given to an offender regarding any offense.

PARKING ON BUSINESS PROPERTIES

§ 72.301 PURPOSE.

(A) The purpose of the business parking regulations in this subchapter is to prevent the unreasonable diminishing or impairment of established property values and aesthetics within the city and to preserve public health, safety, and welfare.

§ 72.302 SCOPE.

(A) The regulations in this sub-chapter apply to all commercial-zoned districts and business-use properties, in a residential zone, within the city.

(B) Nothing in this sub-chapter is intended to conflict with or supersede regulations in Chapter 156: Zoning, Article E – Parking, Loading, and Stacking. All applicable developments or use

changes must meet § 156.E. Properties that have applied for and been approved for Limited Use Permit, Special Use Permit, Variance, or other zoning-related requirements and waivers shall govern if a conflict in parking requirements is specifically listed and included in the permit or variance approved.

72.303 DRIVEWAYS AND PARKING

(A) *Composition of driveway and entrance surface.* Under this sub-chapter, a driveway and entrance shall be a surface constructed of materials per table 72.203 (A). Driveways shall be maintained in quality, quantity, and size to prevent the creation of ruts in or deterioration or damage to the driveway or soil beneath from the operation or parking of vehicles, trailers, recreational vehicles, or any thereon. Existing gravel or crushed stone must be maintained and have a minimum of 6 inches of depth, and be free of weeds and grass

(B) Location of driveway and parking.

(1) Front yard.

a. Parking of all vehicles, recreational vehicles, and trailers, must be parked in a permanent roofed structure or on a driveway meeting the materials allowed in section § 72.303 or applicable sections of § 156 Zoning.

b. Only one driveway shall be allowed in a front yard per street frontage except where the driveway was approved as part of a parking lot.

c. No driveway shall be located in front of a dwelling unless it is the entrance to an approved parking lot.

d. A driveway shall not lead perpendicularly to the side of a garage where there is no garage door.

e. A driveway shall be connected and lead to only one curb drop or entrance, except for businesses on a corner lot located on a major or minor arterial or major collector roadway, as defined in the city's Comprehensive Plan and any future amendments to the plan, which can apply to the City Engineer for permission to connect a driveway to two curb drops for the sole purpose of allowing safe entry onto the roadway.

(2) Rear and side yards.

a. Parking of all vehicles, including licensed and operable vehicles, recreational vehicles, and trailers, must be parked in a permanent roofed structure or on a driveway meeting the materials allowed in section § 72.303 or applicable sections of § 156 Zoning.

b. Driveway and parking areas in a side-yard or rear-yard must be connected to a driveway leading from an approved curb drop or entrance.

(3) Exceptions

a. For businesses with a majority of sales being agricultural products or equipment and the lot(s) owned by the business site total over four acres, the product or equipment for sale may be displayed on grass or gravel.

b. For a group gathering (party, club, reception, meeting, community event, etc.) an unlimited number of vehicles may be parked anywhere on a lot for a maximum of eight hours but not overnight

c. Marshall County Fairgrounds shall be exempted from these regulations.

§ 72.304 UNLICENSED, INOPERABLE VEHICLES: It shall be unlawful for any person, corporation, or legal entity to park or store an unlicensed or inoperable vehicle anywhere unless it is parked or stored in a permanent roofed enclosure or allowed by § 156: Zoning, Mere licensing

of an inoperable vehicle shall not constitute a defense to the finding that such vehicle violates this section.

§ 72.305 RESPONSIBILITY FOR VIOLATIONS: When the identity of the operator of a vehicle cannot be determined, any person, corporation, or legal entity who was the registered owner of such vehicle and any person, corporation, or legal entity who was in lawful possession of the lot where the violation occurred at the time of a violation may be held prima facie responsible for any violation of this subchapter.

§ 72.306 NO PRIOR NOTICE, WARNING REQUIRED: The offenses enumerated in this subchapter do not contain elements that require any prior notice or warning to be given to an offender regarding any offense.

SPECIAL STOPS

§ 72.401 RAILROADS; OBEDIENCE TO SIGNALS; CROSSINGS

(A) *Obedience to signal of a train.*

(1) Whenever any driver approaches a railroad grade crossing and warning is given by automatic signal or crossing gates or a flag person or otherwise of the immediate approach of a train, the driver shall stop within 50 feet, but not less than 15 feet from the nearest track of such railroad and shall not proceed until they can do so safely.

(2) The driver shall stop and remain standing and shall not traverse such a grade crossing when a crossing gate is lowered or when a human flag person gives or continues to give a signal of the approach or passage of a train.

(B) *Stopping at a railroad crossing.* The driver approaching a railroad grade crossing across which traffic is regulated by a stop sign, a railroad sign directing traffic to stop or an official traffic control signal displaying a flashing red or steady circular red colored light shall stop before crossing the railroad at the first opportunity at either the clearly marked stop line or at a point near the crossing where the driver has a clear view of the approaching railroad traffic.

(C) *Certain vehicles, trailers, or recreational vehicles required to stop at railroad crossings.*

(1) (a) A driver carrying passengers for hire, a school bus or a vehicle carrying hazardous material and required to stop before crossing a railroad track by motor carrier safety rules adopted under I.C.A. § 321.449, before crossing at grade any track of a railroad, shall stop within 50 feet, but not less than 15 feet from the nearest rail.

(b) While stopped, the driver shall listen and look in both directions for an approaching train and signals indicating the approach of a train and shall not proceed until the driver can do so safely.

(2) No stop needs to be made at a crossing where a peace officer or a traffic control device directs traffic to proceed. No stop need be made at a crossing designated by an “exempt” sign. An exempt sign shall be posted only where the tracks have been partially removed on either side of the roadway.

(D) *Heavy equipment at railroad crossing.*

(1) No person shall operate or move any caterpillar tractor, steam shovel, derrick, roller, or any equipment or structure having a normal operating speed of six or less mph or a vertical body or load clearance of less than nine inches above the level surface of a roadway upon or across any tracks at a railroad grade crossing without first complying with this section.

(2) Notice of any such intended crossing shall be given to a superintendent of such railroad, and a reasonable time shall be given to such railroad to provide proper protection at such crossing.

(3) Before making any such crossing, the person operating or moving any such vehicle or equipment shall first stop the vehicle or equipment not less than ten feet or more than 50 feet from the nearest rail of such railway and while so stopped shall listen and look in both directions along such track for any approaching train and signals indicating the approach of a train and shall not proceed until the crossing can be made safely.

(4) No such crossing shall be made when a warning is given by automatic signal or crossing gates or a flag person or otherwise of the immediate approach of a railroad train or car.

Penalty, see §10.999. Statutory reference: Similar provisions, see I.C.A. §§ 321.341 through 321.344.

§ 72.402 PRIMARY ROADS DESIGNATED AS THROUGH HIGHWAYS.

Primary roads and extensions of primary roads within the city are designated as through highways.

Statutory reference: Similar provisions, see I.C.A. § 321.350.

§ 72.403 EMERGING AND YIELDING WHEN EMERGING FROM PRIVATE ROADWAY, ALLEY, BUILDING OR DRIVEWAY.

The driver of a vehicle emerging from a private roadway, alley, driveway, or building shall stop such vehicle immediately before driving onto the sidewalk area and, thereafter, the driver shall proceed into the sidewalk area only when the driver can do so without danger to pedestrian traffic, and the driver shall yield the right-of-way to any vehicular traffic on the street into which the driver's vehicle is entering.

Penalty, see § 71.999

HABITUAL VIOLATOR PENALTY AND PROCEDURES

§ 72.501 HABITUAL VIOLATOR.

(A) For the purposes of this subchapter, a Notice of Parking Violation that has not been paid within 60 days of the violation date is considered delinquent.

(B) Any person who has five or more delinquent Notice of Parking Violations issued on a vehicle, trailer, or recreational vehicle or registration plate shall be deemed a habitual violator.

(C) No person shall park a vehicle, trailer, or recreational vehicle and permit it to remain standing upon any public street or municipal lot in the city when there are five or more delinquent Notice of Parking Violations outstanding against that vehicle or registration plate.

(D) A violation of this section shall place such vehicle, trailer, or recreational vehicle in the status of an illegally parked vehicle, and the vehicle, trailer, or recreational vehicle may be dealt with according to § 72.502 of this chapter.

Penalty, see § 72.999.

§ 72.502 REMOVAL AND IMPOUNDMENT OF ILLEGALLY PARKED VEHICLES.

The Police Department or Parking and Code Enforcement Officer may remove and impound vehicles, trailers, or recreational vehicles that are stopped or parked in violation of this chapter or other city ordinances and, in so doing, may employ such means as are reasonably necessary.

Impounded vehicles, trailers, or recreational vehicles shall be stored in a location designated by the city.

§ 72.503 RIGHT OF OWNER TO REDEEM IMPOUNDED VEHICLE.

(A) The registered owner or person having a legal entitlement to possession of a vehicle, trailer, or recreational vehicle impounded pursuant to § 72.502 of this chapter may claim said vehicle by paying the associated city fees and the towing contractor fees for all charges attributable to the impoundment and storage of the vehicle, trailer, or recreational vehicle.

(B) If a hearing pursuant to § 72.505 of this chapter is held and a Hearing Officer determines there was no probable cause to impound the vehicle, the costs attributable to the impoundment shall be refunded upon the presentation to the city's Finance Director of:

- (1) A certificate of no probable cause issued by the city; and
- (2) The receipt for payment of charges attributed to the impound and storage.

(C) If a vehicle, trailer, or recreational vehicle was impounded pursuant to § 72.501 of this chapter, all delinquent Notice of Parking Violations must be satisfied. An administrative fee of \$50 will be required, payable to the City of Marshalltown.

(D) If the vehicle, trailer, or recreational vehicle is not claimed until after a hearing requested pursuant to § 72.504 of this chapter, the vehicle, trailer, or recreational vehicle may be claimed upon:

- (1) Payment of all charges referred to in § 72.505 of this chapter; or
- (2) Presentation of a certificate of no probable cause within two working days of its issuance to the party in possession of the vehicle, trailer, or recreational vehicle.

(E) Failure to timely present such a certificate will result in assumed liability on the part of the owner or person having legal entitlement to possession of the vehicle, trailer, or recreational vehicle for all related towing and storage charges.

§ 72.504 RIGHT TO HEARING.

(A) The registered owner or person having legal entitlement to possession of a vehicle, trailer, or recreational vehicle impounded pursuant to this subchapter has a right to a post-seizure administrative hearing before a Hearing Officer designated by the City Administrator, to determine whether there was probable cause to impound the vehicle, trailer, or recreational vehicle and any personal property contained within; provided, the registered owner or person having legal entitlement to possession files a written demand with the City Clerk's office within five business days from the date of the impoundment. A copy of this subchapter shall be given to the person requesting a hearing.

(B) Failure to request a hearing within five business days or to attend a scheduled post-seizure hearing shall be deemed a waiver of the right to such a hearing.

§ 72.505 CONDUCT OF HEARING.

(A) The post-seizure administrative hearing held under this subchapter shall be conducted before the Hearing Officer designated by the City Administrator within a reasonable period of time, but not to exceed 15 business days from the date of receipt of a written demand. Such hearing may be continued for good cause. The sole issue before the Hearing Officer shall be whether there was probable cause to impound the vehicle, trailer, or recreational vehicle and personal property contained within the vehicle, trailer, or recreational vehicle in question. The department causing the vehicle, trailer, or recreational vehicle to be impounded shall carry the burden of establishing

that there was probable cause to impound the vehicle, trailer, or recreational vehicle in question. The Hearing Officer shall decide only that either there was or was not probable cause to impound the vehicle, trailer, or recreational vehicle and contents. If the Hearing Officer determines there was probable cause to impound the vehicle, trailer, or recreational vehicle and contents, the registered owner or person having a legal entitlement to possession of the vehicle, trailer, or recreational vehicle is responsible for payment of all charges attributable to the impoundment and storage of the vehicle, trailer, or recreational vehicle and the costs of the administrative hearing. If the Hearing Officer determines there was no probable cause, the Hearing Officer shall prepare a certificate of no probable cause and the charges paid shall be refunded pursuant to § 72.503 of this chapter.

(B) The proceedings at the administrative hearing shall be recorded by the Hearing Officer. Such recording shall serve as the official record of the administrative hearing. The City Clerk shall retain all such recordings until the retention period has expired.

(C) The decision of the Hearing Officer shall be final and in no way affect any criminal proceeding in connection with the impoundment in question.

(D) Criminal charges, if any, may only be challenged in the appropriate court.

§ 72.999 PENALTY.

(A) (1) The penalty for violating any alternate, sidewalk, terrace, overtime parking, over line, blocking drive, not a space, parked 24 hours, parked 48 hours, no parking 2:30-5:30 AM, no parking anytime, left side to curb, yellow curb, 18" from curb, here to corner, permit violation, occupy 2 parking spaces, or here to alley parking provisions shall be a fine of \$20 if paid within 30 days of the violation. The penalty for violating snow ordinance parking provisions shall be a fine of \$25 if paid within 30 days of the violation. The penalty for violating fire lane and yard parking provisions shall be a fine of \$30 if paid within 30 days. The penalty for violating disabilities parking provisions shall be a fine of \$100.

(2) A late fee of \$5 shall be assessed to any Notice of Parking Violation that is not paid within 30 days of the violation date with the exception of disabilities parking violations.

(3) Fines shall not be paid in pennies. Payment of fines may be made by depositing the money in the Notice of Parking Violation envelope provided and dropping in the courtesy payment box located at City Hall or the Police Department, by paying in-person at City Hall, or by mailing the fee in the envelope provided with sufficient U.S. postage.

(4) Each subsequent hour that the vehicle, trailer, or recreational vehicle shall remain improperly parked after each summons is issued shall constitute a new and separate violation and shall incur the same penalty.

(5) If sufficient U.S. postage is not affixed when the citation is mailed such penalty shall be \$5.

(6) To contest a Notice of Parking Violation you must personally appear at the police department within 30 days for processing of a Court Citation and shall be subject to such costs as determined by the court.

(7) A vehicle registration hold may be placed on a vehicle with a delinquent Notice of Parking Violation. All fines must be paid before a registration hold is released. Further collection efforts may be taken by submitting delinquent fines to the State of Iowa Setoff Program for collection from State tax refunds.

(C) (1) Composition, location, and size of driveways and driveway extensions. Any person, corporation, or legal entity who is the owner, whether the legal or equitable title holder, of a

residential lot who violates any of the regulations for the composition, location, or size of driveways and driveway extensions contained in this chapter may be charged either with a simple misdemeanor, which, upon conviction, is punishable pursuant to § 10.999(A) of this code of ordinances or a municipal infraction, which, upon judgment entered against a defendant, is punishable by the civil penalties and subject to the remedies defined in I.C.A. § 364.22 or any amendments thereto.

(2) Number of parked vehicles, trailers, or recreational vehicles. Any person, corporation, or legal entity who is the owner, whether the legal or equitable title holder, of a residential lot who violates any of the regulations for the number of parked vehicles, trailers, or recreational vehicles contained in this chapter may be issued a Notice of Parking Violation or charged with either a simple misdemeanor for subsequent offenses, which, upon conviction, is punishable pursuant to § 10.999(A) of this code of ordinances; or a municipal infraction, which, upon judgment entered against a defendant, is punishable by the civil penalties and subject to the remedies defined in I.C.A. § 364.22 or any amendments thereto. Each day that a violation occurs or is permitted to exist constitutes a separate offense, whether charged as a Notice of Parking Violation, simple misdemeanor, or municipal infraction.

(D) Habitual Violators as outlined in 72.501 must pay all delinquent Notice of Parking Violations and the administrative fee of \$50 before the City will authorize the release of said vehicle. The violator must then pay all towing and storage fees to the tow company before the release.

Section 3. Repealer. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 4. 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 5. 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
Carol Webb, City Administrator
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: September 5, 2024
RE: Chapter 72: Parking Rules

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 policies, procedures, and ordinances for updates.

Recommendation: Adopt first reading of Chapter 72: Parking Rules amendment.

Budget Impact: N/A

Description/Background: The City Council discussed Chapter 72: Parking Rules at the March 11th and March 25th meetings and requested the suggested amendments be reviewed by the Plan and Zoning Commission to cross reference them with Chapter 156 Zoning. Since those initial discussions, the Plan and Zoning Commission has discussed Chapter 72: Parking Rules at multiple meetings to cross reference with the ordinance amendment that was brought forward for revision to Chapter 156 Zoning: Parking, Loading, and Stacking. They recommend moving forward with an ordinance amendment of Chapter 72.

Staff reviewed the penalty sections of Chapter 72. Parking collection procedures were discussed. At the August 26th meeting staff presented increasing the late fees to \$15 after 60 days. Legal review of the fees confirmed Iowa Code only allows for a \$5 late fee after 30 days so that will remain in place.

CITY COUNCIL

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





September 5, 2024

VIA EMAIL

Alicia Hunter
City Clerk/City Hall
Marshalltown, IA

Re: Industrial Tax Exemption Ordinance
Our File No. 422742-60

Dear Alicia:

Attached please find proceedings for use by the City Council covering the adoption of an ordinance amending Ordinance No. 13657 in order to update the City's industrial tax exemption ordinance under Chapter 427B of the Code of Iowa. Once the ordinance has been finally adopted, it must be published and a copy must be filed with the County Assessor of Marshall County. Please print extra copies of the ordinance for publishing and filing. Certificates are included in the proceedings to attest to each of those acts.

We will appreciate receiving executed copies of these proceedings as soon as they are available. Please contact John Danos or me if you have any questions.

Kind regards,

Amy Bjork

Attachments

cc: Carol Webb
Cindy Kendall

MINUTES PROVIDING FOR FIRST
CONSIDERATION OF AN ORDINANCE
AMENDING ORDINANCE NO. 13657
(INDUSTRIAL TAX EXEMPTION)

422742-60

Marshalltown, Iowa

September 9, 2024

The City Council of the City of Marshalltown, Iowa, met on September 9, 2024, at 5:30 p.m., at the City Council Chambers, 10 West State Street, in the City.

The Mayor presided and the roll was called showing members present and absent, as follows:

Present: _____

Absent: _____.

It was reported that it was necessary for the City Council to approve an amendment to Ordinance No. 13657 that was adopted on January 14, 1980, for the purpose of updating the types of facilities eligible for industrial tax exemption under Iowa Code Section 427B.1.

Council Member _____ introduced an ordinance entitled “Ordinance No. 15093 An Ordinance Amending Ordinance No. 13657 Relating to Partial Property Tax Exemptions for Industrial Property on Which Improvements Have Been Made, Providing a Schedule of Tax Exemption and Setting For the Procedure to Obtain Same.”

It was moved by Council Member _____ and seconded by Council Member _____ that the ordinance be adopted. The Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the motion duly carried and declared that the ordinance had been given its initial consideration.

• • • • •

There being no further business to come before the meeting, it was upon motion adjourned.

Mayor

Attest:

City Clerk

MINUTES PROVIDING FOR SECOND
CONSIDERATION OF AN ORDINANCE
AMENDING ORDINANCE NO. 13657
(INDUSTRIAL TAX EXEMPTION)

(Second Consideration)

420131-125

Marshalltown, Iowa

September 23, 2024

The City Council of Marshalltown, Iowa, met on September 23, 2024 at 5:30 p.m., at the City Council Chambers, 10 West State Street, in the City.

The Mayor presided and the roll was called showing the members present and absent, as follows:

Present: _____

Absent: _____.

The City Clerk announced that, on September 9, 2024, the City Council had given its initial consideration and had adopted an ordinance entitled "Ordinance No. 15093. An Ordinance Amending Ordinance No. 13657 Relating to Partial Property Tax Exemptions for Industrial Property on Which Improvements Have Been Made, Providing a Schedule of Tax Exemption and Setting For the Procedure to Obtain Same."

It was moved by Council Member _____ and seconded by Council Member _____ that the aforementioned ordinance be given its second consideration and that it be adopted.

The Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the motion duly carried and declared that said ordinance had been given its second consideration.

• • • • •

There being no further business to come before the meeting, it was upon motion adjourned.

Mayor

Attest:

City Clerk

MINUTES PROVIDING FOR FINAL
CONSIDERATION AND ADOPTION OF
AN ORDINANCE AMENDING
ORDINANCE NO. 13657 (INDUSTRIAL
TAX EXEMPTION)

(Final Consideration and Adoption)

422742-60

Marshalltown, Iowa

October 14, 2024

The City Council of the City of Marshalltown, Iowa, met on October 14, 2024 at 5:30 p.m., at the City Council Chambers, 10 West State Street, in the City.

The Mayor presided and the roll was called showing members present and absent, as follows:

Present: _____

Absent: _____.

The City Clerk announced that, on September 9, 2024, and on September 23, 2024, the City Council had given its initial and second consideration and had adopted an ordinance entitled “Ordinance No. 15093. An Ordinance Amending Ordinance No. 13657 Relating to Partial Property Tax Exemptions for Industrial Property on Which Improvements Have Been Made, Providing a Schedule of Tax Exemption and Setting For the Procedure to Obtain Same.”

It was moved by Council Member _____ and seconded by Council Member _____ that the aforementioned ordinance be given its final consideration and that it be adopted. The Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the motion duly carried and declared that said ordinance had been duly adopted as follows:

ORDINANCE NO. 15093

AN ORDINANCE AMENDING ORDINANCE NO. 13657 RELATING TO PARTIAL PROPERTY TAX EXEMPTIONS FOR INDUSTRIAL PROPERTY ON WHICH IMPROVEMENTS HAVE BEEN MADE, PROVIDING A SCHEDULE OF TAX EXEMPTION AND SETTING FOR THE PROCEDURE TO OBTAIN SAME

WHEREAS, the City Council of the City of Marshalltown, Iowa (the “City”), on January 14, 1980, enacted Ordinance No. 13657 providing for a partial tax exemption from property taxation of the actual value added to industrial real estate by new construction of industrial real estate, pursuant to Section 427B.1 of the Code of Iowa; and

WHEREAS, it is now necessary amend Ordinance No. 13657 to provide for a partial tax exemption for all of the reasons specified in section 427B.1 of the Code of Iowa including new construction of industrial real estate, research-service facilities, warehouses, distribution centers and the acquisition of or improvement to machinery and equipment assessed as real estate pursuant to Section 427A.1, subsection 1, paragraph “e” of the Code of Iowa;

BE IT ENACTED by the City Council of Marshalltown, Iowa that Ordinance No. 13657 approved by the City Council on January 14, 1980 be amended to read as follows:

Section 1. Purpose. The purpose of this Ordinance is to provide for a partial exemption from property taxation of the actual value added to industrial real estate by the new construction of industrial real estate, research-service facilities, warehouses, distribution centers and the acquisition of or improvement to machinery and equipment assessed as real estate.

Section 2. Definitions. For use in this Ordinance, the following terms are defined:

A. “New construction” means new buildings and structures and includes new buildings and structures which are constructed as additions to existing buildings and structures. “New construction” does not include reconstruction of an existing building or structure which does not constitute complete replacement of an existing building or structure or refitting of an existing building or structure, unless the reconstruction of an existing building or structure is required due to economic obsolescence and the reconstruction is necessary to implement recognized industry standards for the manufacturing and processing of specific products and the reconstruction is required for the owner of the building or structure to continue to competitively manufacture or process those products, which determination shall receive prior approval from the City Council of the City.

B. “New machinery and equipment assessed as real estate” means new machinery and equipment assessed as real estate pursuant to Section 427A.1, Subsection 1, Paragraph “e”, Code of Iowa, unless the machinery or equipment is part of the normal replacement or operating process to maintain or expand the existing operational status.

C. “Actual value added” means the actual value added as of the first year for which the exemption is received, except that actual value added by improvements to

machinery and equipment means the actual value as determined by the assessor as of January 1 of each year for which the exemption is received.

D. “Research-service facilities” means a building or group of buildings devoted primarily to research and development activities, including, but not limited to, the design and production or manufacture of prototype products for experimental use, and corporate-research services which do not have a primary purpose of providing on-site services to the public.

E. “Warehouse” means a building or structure used as a public warehouse for the storage of goods pursuant to Chapter 554, Article 7, of the Code of Iowa, except that it does not mean a building or structure used primarily to store raw agricultural products or from which goods are sold at retail.

F. “Distribution center” means a building or structure used primarily for the storage of goods which are intended for subsequent shipment to retail outlets. “Distribution center” does not mean a building or structure used primarily to store raw agricultural products, used primarily by a manufacturer to store goods to be used in the manufacturing process, used primarily for the storage of petroleum products, or used for the retail sale of goods.

Section 3. Period of Partial Exemption. The actual value added to industrial real estate by the new construction of industrial real estate, research-service facilities, warehouses, distribution centers, and the acquisition of or improvement to machinery and equipment assessed as real estate, is eligible to receive a partial exemption from taxation for a period of five (5) years.

Section 4. Amounts Eligible for Exemption. The amount of actual value added which is eligible to be exempt from taxation shall be as follows:

- A. For the first year, seventy-five percent (75%)
- B. For the second year, sixty percent (60%)
- C. For the third year, forty-five percent (45%)
- D. For the fourth year, thirty percent (30%)
- E. For the fifth year, fifteen percent (15%)

Section 5. Limitations. The granting of the exemption under this Ordinance for new construction constituting complete replacement of an existing building or structure shall not result in the assessed value of the industrial real estate being reduced below the assessed value of the industrial real estate before the start of the new construction added.

Section 6. Applications. An application shall be filed for each project resulting in actual value added for which an exemption is claimed.

A. The application for exemption shall be filed by the owner of the property with the local assessor by February 1 of the assessment year in which the value added is first assessed for taxation.

B. Applications for exemption shall be made on forms prescribed by the Director of Revenue and shall contain information pertaining to the nature of the improvement, its cost, and other information deemed necessary by the Director of Revenue.

Section 7. Prior Approval. A person may submit a proposal to the City Council to receive prior approval for eligibility for a tax exemption on new construction. If the City Council resolves to consider such proposal, it shall publish notice and hold a public hearing thereon. Thereafter, at least thirty days after such hearing the City Council, by ordinance, may give its prior approval of a tax exemption for new construction if the new construction is in conformance with City zoning plans. Such prior approval shall not entitle the owner to exemption from taxation until the new construction has been completed and found to be qualified real estate.

Section 8. Exemption Repealed. When in the opinion of the City Council continuation of the exemption granted by this Ordinance ceases to be of benefit to the City, the City Council may repeal this Ordinance, but all existing exemptions shall continue until their expiration.

Section 9. Dual Exemptions Prohibited. A property tax exemption under this Ordinance shall not be granted if the property for which the exemption is claimed has received any other property tax exemption authorized by law.

Section 10. Repealer. All Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance are hereby repealed.

Section 11. 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 this Ordinance as a whole, or any section, provision, or part thereof not adjudged invalid or unconstitutional.

Section 12. When Effective. This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

Adopted this 14th day of October, 2024.

Mayor

Attest:

City Clerk

• • • • •

There being no further business to come before the meeting, it was upon motion adjourned.

Mayor

Attest:

City Clerk

STATE OF IOWA
COUNTY OF MARSHALL SS:
CITY OF MARSHALLTOWN

I, The undersigned, City Clerk of the City of Marshalltown, do hereby certify that the attached is a true, correct and complete copy of all the records of the Council of the City relating to the adoption of an ordinance entitled “An Ordinance Amending Ordinance No. 13657 Relating to Partial Property Tax Exemptions for Industrial Property on Which Improvements Have Been Made, Providing a Schedule of Tax Exemption and Setting For the Procedure to Obtain Same.”

WITNESS MY HAND this ____ day of _____, 2024.

City Clerk

STATE OF IOWA

SS:

MARSHALL COUNTY

I, the undersigned, County Assessor of Marshall County, in the State of Iowa, do hereby certify that on the ____ day of _____, 2024, the City Clerk of the City of Marshalltown, Iowa, filed in my office a copy of an ordinance of the City shown to have been adopted by the Council and approved by the Mayor thereof on October 7, 2024, entitled: "Ordinance No. _____. An Ordinance Amending Ordinance No. 13657 Relating to Partial Property Tax Exemptions for Industrial Property on Which Improvements Have Been Made, Providing a Schedule of Tax Exemption and Setting For the Procedure to Obtain Same," and that I have duly placed a copy of the ordinance on file in my records.

WITNESS MY HAND this ____ day of _____, 2024.

County Auditor

STATE OF IOWA
COUNTY OF MARSHALL SS:
CITY OF MARSHALLTOWN

I, the undersigned, City Clerk of the City of Marshalltown, do hereby certify that I caused to be published “Ordinance No. _____. An Ordinance Amending Ordinance No. 13657 Relating to Partial Property Tax Exemptions for Industrial Property on Which Improvements Have Been Made, Providing a Schedule of Tax Exemption and Setting For the Procedure to Obtain Same,” of which the printed slip attached to the publisher’s original affidavit hereto attached is a true and complete copy, on the date and in the newspaper specified in such affidavit, and that such newspaper has a general circulation in said City.

WITNESS MY HAND this ____ day of _____, 2024.

City Clerk

(Attach hereto publisher’s affidavit of publication with copy of ordinance as published.)

(PLEASE NOTE: Do not sign and date this certificate until you have checked a copy of the published ordinance and have verified that it was published on the date indicated in the publisher’s affidavit.)

MARSHALLTOWN

I O W A

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

TO: Mayor and City Council
FROM: Cindy Kendall, Consultant
DATE: September 9, 2024
RE: Amendment to Ordinance establishing Industrial Tax Abatement

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: Adopt the Amended Industrial Tax Abatement Ordinance as presented to align with current Iowa law. (First reading)

Budget Impact: Only legal and publication costs.

Description/Background: The City's current ordinance, does not include market developments allowed in the Iowa Code. This amendment would a) extend the definition of allowable development to include Distribution center, Research-service facilities, and Warehouse as defined in the Iowa Code and b) to apply for tax abatement with new or expanded development in Marshalltown. It is acknowledged, that city infrastructure capacity will be considered prior to Council approval of such development or the abatement of property taxes.

CITY COUNCIL

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



Joel Greer, Mayor
Carol Webb, City Administrator
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: September 9, 2024
RE: Discussion Item – Restricted Downtown Parking On-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: Many

Recommendation: Discuss and provide direction to City Staff if any changes to downtown restricted parking is desired. (Ordinance Chapter 77)

Budget Impact: Varies depending on direction.

Description/Background:

Following comments from citizens, council desired to discuss parking restrictions. Parking restrictions are set by Ordinance in Chapter 77 (attached).

A concern was brought up regarding the restricted parking from 2:30 AM to 5:30 AM on many downtown streets. That portion of the code (Part D of Schedule VI) is shown as below in [blue](#).

(D) Restricted parking between the hours of 2:30 a.m. and 5:30 a.m. It shall be unlawful to park or leave standing any automobile, motor driven or operated truck, tractor, tractor trailer, house trailer or other motor vehicle equipment not governmentally owned or operated or controlled at any time on any day between the hours of 2:30 a.m. and 5:30 a.m. on any street, avenue or other place described as follows:

<i>Side</i>	<i>On Street</i>	<i>From</i>	<i>To</i>
Both	1st Avenue	Church Street	State Street
Both	1st Street	Church Street	State Street
Both	2nd Avenue	Church Street	State Street
Both	2nd Street	Church Street	State Street
Both	Center Street	Church Street	State Street
Both	Church Street	2nd Street	3rd Avenue
Both	Main Street	2nd Street	3rd Avenue

CITY COUNCIL

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

Both	N. 13th Street	Fremont Street	Summit Street
Both	State Street	2nd Street	3rd Avenue
All alleys bounded by Church Street, State Street, 2nd Street, 3rd Avenue			
Parking Lot C (Coliseum)			
Parking Lot L (Library)			
Parking Lot T (City Hall/ Carnegie)			
Parking Lot Z (Farmer's Market)			

Points of consideration for discussion:

1. What do other communities do?
 - a. Ames – Parking meters; no parking 4 AM - 6 AM.
 - b. Mason City – 2-hr limit; no parking 3 AM – 6 AM.
 - c. Ottumwa – 2-hour limit; posted snow route.
 - d. Fort Dodge – 2-hour limit; fee-based parking permits for overnight.
2. Why no parking time period?
 - a. Prohibit overnight street parking (refer to discussion from Dec 23 / Jan 24)
 - b. Provide time for maintenance activities such as sweeping, pothole patching, curb repair, pavement marking, and snow removal.

For reference snow route / restrictions map attached, Main St is not on a route.

i:\public works\council items\2024\parking_chapter 77\memo - discussion parking ch 77_downtown restricted.docx

CITY COUNCIL

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

MARSHALLTOWN

I O W A

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

TO: Mayor Greer and City Council
FROM: Heather Thomas, Public Works Director
DATE: December 22, 2023
RE: Ordinance 72 and 77 Updates – Downtown Parking & Parking Lot Leases

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:

Increase housing opportunities at all levels (housing opportunities are becoming more available downtown where private parking is not required and is limited)

Invest in Downtown Redevelopment

Review City policies, procedures, plan, ordinances, programs, and services for updates & efficiencies

Recommendation:

Provide direction to City Staff on the Council's desire to adjust allowable parking in downtown city-owned parking lots and outline procedure for potential parking lot space leases.

Budget Impact:

To be determined. New parking lot signage will have costs. We currently do not have any budgeted funds for parking lot signage.

Description/Background:

December 22, 2023 Update

City council gave direction at the December 11, 2023 meeting to proceed with the Ordinance revisions as proposed and included below. The following Ordinance Revision Schedule is proposed:

1st Reading – December 22, 2023

2nd Reading – January 8, 2024

3rd Reading – January 22, 2024

No ordinance revisions specific to terms of a lease are being requested at this time specific to leased parking lot stalls. Language is included to allow there to be a lease agreement.

From December 11, 2023 Discussion:

In September, city staff brought forth a discussion item regarding downtown parking and leasing stalls in city-owned downtown parking lots as a result of receiving a request for leasing of parking lot stalls in a

CITY COUNCIL

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



city-owned Parking Lot H (behind Tremont) associated with the renovations and new spaces created in the Willards & Hopkins Building.

Based on the outcome of those discussions, there was additional interest in adjusting the city's current ordinance that allows or prohibits parking in downtown parking lots.

1. There seemed to be consensus that the City's current ordinance of not allowing a car to be parked in a parking lot for longer than 12 hours in a city lot was too restrictive. City staff recommend a change from 12 hours to 72 hours.
2. There seemed to be consensus that the City's current ordinance of not allowing any overnight parking (between 2:30 AM and 5:30 AM) in city parking lots was too restrictive. City staff recommend a change and only prohibit overnight parking in the following downtown lots: Coliseum, Library, City Hall/Carnegie, and Farmer's Market.
3. Parking lot maintenance activities, such as sweeping, pavement markings, and filling potholes – in addition to snow / ice removal operations pose challenges when vehicles are parked there. In the past, the 2:30 – 5:30 AM time slot provided the ability for routine maintenance activities and we had a "No Parking During Snow Removal Operations" ordinance that prohibited parking for longer periods when that alert was issued. With allowing overnight parking, we need a way to communicate parking allowance/prohibitions. City staff discussed several options and bring the following to you for consideration:
 - a. Revising our Snow Emergency Alert to be more inclusive and utilize that for both Snow/Maintenance Alerts. Communicate with downtown landlords/tenants of the importance to sign up for city news flashes for these alerts.
 - b. Sistering city owned lots downtown and including in Snow / Maintenance Alerts which night parking is prohibited in which lots. See attached exhibit for potential sister lots.
 - c. Signage in parking lots will indicate: "Parking Restrictions in effect 2 AM – 7 AM during Snow/Maintenance Alerts, Violators will be towed"

Our current ordinances for when parking is allowed/prohibited is as follows. Proposed revisions are shown in red:

§ 72.017 MUNICIPALLY-OWNED PARKING LOTS.

(A) Blocking access or traffic flow in parking lots. No vehicle shall be parked in any lot in any manner or of such size so as to block the free access or flow of traffic in and through any parking lot.
(2013 Code, § 20-230)

(B) Impoundment of vehicles left on municipally-owned parking lots. Any motor vehicle parked or left standing on any municipally owned or municipally leased parking lot for longer than ~~12~~ **72** continuous hours may be removed therefrom and stored under the direction of the Police Department. **Any vehicle displayed as "For Sale" or deemed inoperable as a result of mechanical, tire, or license/registration issues**

CITY COUNCIL

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Jeff Schneider, Gary Thompson, Vacant



that is parked or left standing on any municipally owned or municipally leased parking lot for longer than 12 continuous hours may be removed therefrom and stored under the direction of the Police Department. ~~and a~~ All costs of such removal and storage shall be payable by the operator or owner thereof. Any expense incurred therefor shall be in addition to the assessment of any fine or costs arising out of any violation of this subchapter.

(2013 Code, § 20-231) Penalty, see § 71.999

(C) Consumption of alcoholic beverages on municipal parking lots prohibited. The consumption of alcoholic beverages, beer or wine in any municipally-owned or municipally-leased parking lot in the city is prohibited at all times.

(2013 Code, § 20-233)

(D) Leased parking stalls in municipally-owned parking lots shall be subject to the terms of a lease agreement with the City of Marshalltown and the lease amount set by City Council Resolution. Vehicles parked in leased stalls that did not lease that stall may be removed therefrom and stored under the direction of the Police Department. All costs of such removal and storage shall be payable by the operator or owner thereof. Any expense incurred therefor shall be in addition to the assessment of any fine or costs arising out of any violation of this subchapter.

(Ord. 14216, passed 6-10-1985; Ord. 14388, passed 8-10-1992) Penalty, see § 71.999

CHAPTER 77: PARKING SCHEDULES

SCHEDULE VI. RESTRICTED PARKING. SCHEDULE VIII. SNOW ROUTES.

(D) Restricted parking between the hours of 2:30 a.m. and 5:30 a.m. It shall be unlawful to park or leave standing any automobile, motor driven or operated truck, tractor, tractor trailer, house trailer or other motor vehicle equipment not governmentally owned or operated or controlled at any time on any day between the hours of 2:30 a.m. and 5:30 a.m. on any street, avenue or other place described as follows:

<i>Side</i>	<i>On Street</i>	<i>From</i>	<i>To</i>
All city parking lots			
Parking Lot B – 206 N. 13th Street (Brennecke)			
Parking Lot C (Coliseum)			
Parking Lot L (Library)			
Parking Lot T (City Hall / Carnegie)			
Parking Lot Z (Farmer's Market)			

(2013 Code, § 20-167)

CITY COUNCIL

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



CHAPTER 77: PARKING SCHEDULES
SCHEDULE VIII. SNOW ROUTES.

~~(F) Parking restricted in public lots during snow removal operations. The following parking lots shall be designated as restricted from parking whenever emergency parking restrictions are instituted on streets and until the parking lots are cleared and there shall be erected suitable signs in the lots designated:~~

~~(1) Restriction between 2:00 a.m. to 7:00 a.m., Monday, Wednesday and Friday.~~

The city parking lot immediately east of the Senior Center Building
Parking Lot F
The east 1/3 of city Parking Lot H
City Parking Lot J
The east 1/2 of City Parking Lot K
Parking Lot O
The designated east portion of City Parking Lot T
City Parking Lot W

~~(2) Restriction between 2:00 a.m. to 7:00 a.m., Tuesday and Thursday.~~

City Parking Lot A
City Parking Lot D
The west 2/3 of City Parking Lot H
The west 1/2 of City Parking Lot K
City Parking Lot N
City Parking Lot P
The designated west aisles of City Parking Lot T
City Parking Lot Z

(F) *Parking restricted in public lots during snow removal and maintenance operations.* The following parking lots shall be designated as restricted from parking as indicated in the city's snow/maintenance alert issuance. Any vehicle found to be parked in violation of these provisions of this schedule, in addition to the penalty identified in § 77, Schedule VII, shall be towed from said location by order of the police at the owner's expense.

(1) Restriction between 2:00 a.m. to 7:00 a.m., During "Group 1" as Issued through City of Marshalltown News Flash

City Parking Lots D, H, J, O, and N

(2) Restriction between 2:00 a.m. to 7:00 a.m., During "Group 2" as Issued through City of Marshalltown News Flash

City Parking Lots F, K, P, and Y

CITY COUNCIL

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



Depending on the adjustments to the City's ordinance on allowable/prohibited parking – we may no longer have the same interest in reserved / leased stalls in some cases. Additional discussion will be needed. City staff recommend that all reserved/leased options are consistent across all lots and leases. We have been paid for an existing lease in the lot at 113 E State St (now labeled as Lot Y) through June of 2024 though an unofficial auto-renewal of a previous lease. City staff will send notice of our intent to terminate that lease.

The city currently has the following lease fees established by either our Master Fee Schedule or most recent lease or verbal agreements:

Item/ Location	# of Stalls	Notes on Snow Removal	Notes on Pavement Markings	Notes on Time Restriction / Enforcement	Term	Fee Notes	Calc'd Monthly Cost Per Stall	Calc'd Annual Cost Per Stall
Parking Space Lease in Any City Lot	1	Not clearly defined	Not clearly defined	Not clearly defined / Per City Ord	Max 3 Yr	\$25 / Month	\$ 25	\$300
East ½ of 113 E State St (Parking Lot Y)	19	Leaser Responsible	Leaser Responsible	Not City Enforced	Max 3 Yr	\$600 / Year	\$ 2.63	\$ 31.58
West ½ of 113 E State St (Parking Lot Y)	18	Leaser Responsible	Leaser Responsible	Not City Enforced	Max 3 Yr	\$600 / Year	\$ 2.78	\$ 33.33
DHS Vehicle, Parking Lot T	1	City Responsible	City Responsible	Given stall in City Reserved – No Restrictions	Not Defined	\$0	\$0	\$0

The city recently reconstructed a parking lot downtown at the corner of 1st St and Church St. The project had a total cost of approximately \$1,110,000. Special features were included in that parking lot as it related to storm water and electric charging stations that came to a cost of approximately \$410,000. The remaining \$700,000 of project costs split between the 62 stalls over a 20-year timeframe equates to a capital construction cost of \$47/month/stall.

The city reached out to several communities to determine how others handle leased stalls in the downtown area.

AMES:

- City establishes which lots and how many stalls available in select lots;
- \$50 per space per month;
- 24-hr lease space;
- One reserved tag is issued for each space;
- Enforcement by City following renter providing rental verification and co-signing a parking citation.

CITY COUNCIL

Al Hoop, Gabriel Isom, Barry Kell, Mike Ladehoff,
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TOLEDO:

Have limited stalls available for lease only between 6 PM – 6 AM;
Lease for 6-stalls is held by a building owner;
Building owner issues parking passes for vehicles allowed to park in them;
\$1,200 / 6 Stalls / Year..... so \$16.67 per space per month;
City does snow removal in pot except in stalls. Building owner removes snow to a designated area that the city will come by at a later time and remove. Sometimes the building owner just hauls it off.

City staff have discussed terms of a lease agreement for leasing stalls in downtown parking lots and generally agree on the following:

1. No stalls shall be leased in the Coliseum, Library, City Hall/Carnegie, and Farmer's Market parking lots.
2. All other lots shall have a maximum allowable lease rate of 50% of the available parking stalls. Exact stalls shall be located in the lot as directed by City Staff and included on the lease.
3. City would be responsible for signage for reserved stall(s), normal parking lot maintenance, and would work with the leaser on snow removal.
4. In general, the snow/maintenance alerts would not impact leased stalls. Snow and maintenance coordination would be direct between the Public Works Department and the leaser. Preliminary conversations with a potential leaser indicate vehicles would be allowed to remain in leased stalls and we would notify the leaser of a time frame of when the leased stalls should not be parked in so city staff can perform snow removal.
5. All leases are 24-hours/day, unless the leaser requests otherwise.
6. Leases will only be offered at a first come, first served basis at a rate of 1 stall per housing unit (apartment) or hotel room.
7. Building owners that lease a block of stalls shall be responsible for issuing tags to tenants.
8. Leasers shall be responsible for providing proof of current lease to the Police Department if a vehicle is parked in a leased stall that didn't lease that stall and the leaser would like it removed.
9. The city has the right to close all parking lots, including leased stalls, for city-sponsored events, events with a Public Use Permit, or parking lot maintenance or construction projects.
10. Minimum lease term of 6-months. 30-day notice is required to terminate a reserved parking lease.
11. Recommend consistent lease cost of \$25/month/stall, as is currently set by the City's Master Fee Schedule.

CITY COUNCIL

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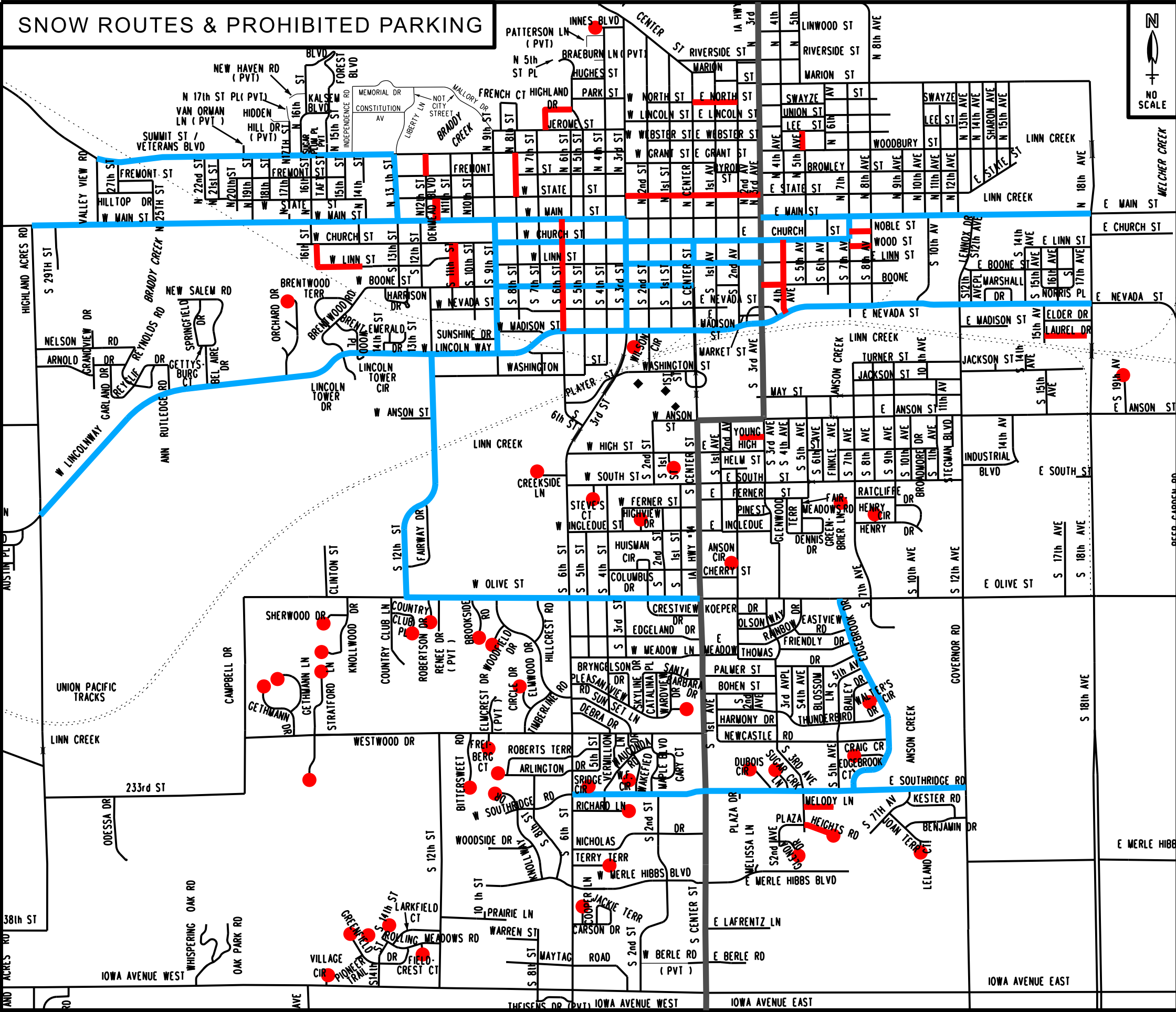


CITY COUNCIL

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



SNOW ROUTES & PROHIBITED PARKING



Emergency Snow Routes		
Street	From	To
South 7th Avenue	East Main Street	East Church Street
South 9th Street	West Lincolnway	West Main Street
North 13th Street	West Main Street	Summit Street
West Boone Street	South 9th Street	South Center Street
West/East Church Street	South 9th Street	South 7th Avenue
Edgebrook Drive	East Southridge Road	East Olive Street
West/East Linn Street	South 3rd Street	South 3rd Avenue
West Lincoln Way	Highland Acres Road	South 9th Street
Madison Street	South 9th Street	South 4th Avenue
East Nevada Street	South 4th Avenue	South 18th Avenue
West Main Street	Highland Acres Road	North 3rd Street
East Main Street	North 3rd Avenue	North 18th Avenue
West Olive Street	South 12th Street	South Center Street
South 12th Street	West Lincoln Way	West Olive Street
South 3rd Street	West Main Street	Madison Street
West/East Southridge Road	South 6th Street	Governor Road
Summit Street	Valley View Road	North 13th Street

Snow Removal Parking Prohibited			
Side	On Street	From	To
All Cul-De-Sac's/Circles			
East	South 4th Avenue	Church Street	Nevada Street
Both	North 5th Avenue	Woodbury Street	Lee Street
Both	South 6th Street	Main Street	Madison Street
Both	North 6th Street	Highland Drive	Jerome Street
Both	North 8th Street	Summit Street	State Street
Both	South 11th Street	West Church Street	West Boone Street
Both	North 12th Street	Fremont Street	Summit Street
Both	South 16th Street	Church Street	Linn Street
Both	East Boone Street	3rd Avenue	4th Avenue
Both	Denmead Boulevard	West Main Street	West State Street
Both	Highland Drive	5th Street	6th Street
Both	Laurel Drive	South 15th Avenue	East to dead end
Both	West Linn Street	16th Street	A point 861 feet east
Both	Melody Lane	South 3rd Avenue	West to the dead end
Both	Noble Street	South 7th Avenue	South 8th Avenue
Both	East North Street	North Center Street	North 2nd Avenue
Both	Plaza Heights Road	South 3rd Avenue	Iowa River Hospice
South	East/West State Street	North 3rd Street	North 3rd Avenue
Both	Walter's Circle	Edgebrook Drive	Cul-de-Sac
Both	Wood Street	South 7th Avenue	South 8th Avenue
Both	Young Street	South 3rd Ave	West to the North/South Alley

Cul-de-Sacs			
1	Innes Blvd	16	Sherwood Drive
2	Orchard Drive	17	Country Club Place
3	Wilson Circle	18	Robertson Drive
4	S 1st Street	19	Brookside Road
5	Steve's Court	20	Woodfield Drive
6	Highview Drive	21	Circle Drive
7	Anson Circle	22	Pleasantview Road
8	Henry Circle	23	Walter's Circle
9	Ratcliffe Drive	24	Bittersweet Road
10	S 19th Avenue	25	Freiberg Court
11	Gethmann Drive	26	Arlington Drive
12	Gethmann Lane	27	Knollway Drive
13	Stratford Lane (North)	28	Southridge Court
14	Stratford Lane (South)	29	Wakefield Circle
15	Knollwood Drive	30	Dubois Circle
31	Sugar Creek Lane	32	Craig Circle
33	Richard Lane	34	Cooper Lane
35	Terry Terrace	36	Glenda Drive
37	Plaza Heights Road	38	Leland Court
39	Village Circle	40	Greenfield Drive
41	Rolling Meadows Road	42	S 14th Street
43	Fieldcrest Court	44	Creekside Lane

CHAPTER 77: PARKING SCHEDULES

Schedule

- I. Special exclusion parking
- II. No parking any time
- III. Parking around schools
- IV. Community School District staff and employee parking
- V. Residential/owner parking permits
- VI. Restricted parking
- VII. Snow removal; parking prohibited
- VIII. Snow routes
- IX. Disabled parking
- X. Public access parking

SCHEDULE I. SPECIAL EXCLUSION PARKING.

This schedule shall have no application and is expressly declared to be inapplicable to the existing parking ordinances for regulations in regard to parking on the following portions of streets and avenues:

<i>Side</i>	<i>On Street</i>	<i>From</i>	<i>To</i>
<i>Side</i>	<i>On Street</i>	<i>From</i>	<i>To</i>
Both	N. 13th Street	Summit Street	Main Street
Both	S. 2nd Avenue	South line of Glenda Drive	South 70 feet
West	S. 2nd Street	Southridge Drive	Nicholas Drive
Both	S. 3rd Avenue	Linn Street	Anson Street
Both	N. 4th Avenue	East Main Street	East State Street
Both	Bittersweet Road		
Both	Fieldcrest Court		
Both	Freiberg Court		
Both	Greenfield Drive		
Both	Larkfield Court		
Both	E. Linn Street	3rd Avenue	4th Avenue
Both	Rolling Meadows Road		
Other streets designated with painted parking spaces.			
Other streets otherwise designated or not posted with alternate parking signs.			

(2013 Code, § 20-160.6)

SCHEDULE II. NO PARKING ANY TIME.

(A) *No parking any time.* The parking of vehicles is hereby prohibited at all times on certain streets and locations hereafter set forth as follows:

<i>Side</i>	<i>On Street</i>	<i>From</i>	<i>To</i>
<i>Side</i>	<i>On Street</i>	<i>From</i>	<i>To</i>
Both	18th Avenue	Marion Street	South city limits
Both	Anson Street	480 feet west of the centerline of S. Center Street	S. 4th Avenue
Both	Bohen Street	S. Center Street	S. 1st Avenue
Both	E. and W. 3rd Avenue ramps	S. 3rd Avenue	Nevada-Madison Street connection
Both	E. Anson Street	S. 12th Avenue	Stegman Boulevard

Both	E. Anson Street	S. Center Street	S. 4th Avenue
North	E. Boone Street	East line of S. Center Street	110 feet east
South	E. Boone Street	S. 1st Avenue	S. 2nd Avenue
South	E. Church Street	East line of S. 3rd Avenue	A point 60 feet east of east line of S. 4th Avenue
North	E. Church Street	S. 3rd Avenue	S. 5th Avenue
North	E. Linn Street	A point 20 feet west of the west line of the north-south alley between 4th Avenue and 5th Avenue	West line of said alley
Both	E. Linn Street	East line of S. 3rd Avenue east one-half block	West line of first north and south alley intersecting E. Linn Street
Both	E. Linn Street	S. 14th Avenue	S. 18th Avenue
North	E. Linn Street	S. Center Street	S. 3rd Avenue
Both	E. Main Street	12th Avenue	East city limits
South	E. Main Street	40 feet west of the west line of N. 4th Avenue	85 feet east
North	E. Main Street	A point 68 feet east of the east right-of-way line of S. 3rd Avenue	A point 100 feet east
North	E. Main Street	East line of 3rd Avenue	28 feet east
Both	E. Meadow Lane	S. Center Street	S. 2nd Avenue
Both	E. Merle Hibbs Boulevard	S. Center Street	East to dead end
South (Effective 10/05/23 to 12/31/24)	E. Merle Hibbs Boulevard (This schedule entry shall supersede any conflicting schedule entries during this timeframe)	Driveway located east of Melissa Lane	East to dead end
Both	E. Nevada Street	East line of S. 1st Avenue	To a point 196.5 feet east
Both	E. Nevada Street	S. 4th Avenue	S. 18th Avenue
South	E. Nevada Street	S. Center Street	S. 1st Avenue
Both	E. North Street	N. Center Street	N. 2nd Avenue
Both	E. Olive Street	S. Center Street	East city limits
North	E. South Street	East line of S. 3rd Avenue	The entrance to the Anson School parking lot
Both	E. South Street	S. Center Street	S. 3rd Avenue
North	E. Southridge Road	East line of S. Center Street	750 feet east
Both	E. State Street	East line of N. 5th Avenue	West line of N. 9th Avenue
North	E. State Street	N. 3rd Avenue	N. 4th Avenue
Both	E. State Street	West property line of N. 7th Avenue	A point 65 feet west
Both	Edgebrook Drive	South line of E. Olive Street	A point 85 feet south
Both	Edgebrook Drive	N. 3rd Avenue	N. 8th Avenue
Both	Fremont Street	East line of N. 27th Street	A point 50 feet east
Both	Iowa Avenue	East city limits	West city limits
Both	Jackson Street	S. 12th Avenue	S. 15th Avenue
Both	Madison Street	S. 4th Avenue	S. 9th Street
North	Marion Street	N. 2nd Avenue	N. 3rd Avenue
Both	Marion Street	N. 3rd Avenue	N. 18th Avenue
East	N. 10th Avenue	Lee Street	Woodbury Street
West	N. 10th Avenue	Marion Street	Bromley Street
East	N. 10th Avenue	Marion Street	Lee Street
Both	N. 12th Avenue	North line of E. Main Street	80 feet north
East	N. 14th Street	W. Main Street	W. State Street
East	N. 16th Street	Kalsem Boulevard	River Boulevard
West	N. 16th Street	W. Main Street	W. State Street
Both	N. 17th Street	Main Street	220 feet north (to the creek)

East	N. 1st Avenue	South line of east-west alley between Main Street and State Street	Thence 35 feet south
Both	N. 3rd Avenue	Anson Street	North city limits
East	N. 3rd Street	20 feet north of the north line of Summit Street	100 feet south of the south line of Summit Street
West	N. 3rd Street	Main Street	50 feet north
West	N. 3rd Street	North line of Summit Street	North 100 feet
West	N. 3rd Street	South line of W. State Street	60 feet south
East	N. 4th Avenue	North right-of-way line of Woodbury Street	55 feet north
Both	N. 4th Street	20 feet south of the south line of the alley south of Summit Street	20 feet north of the north line of the alley south of Summit Street
West	N. 5th Street	South line of the alley south of Summit Street	60 feet south
Both	N. 7th Avenue	E. Main Street	E. State Street
East	N. 7th Avenue	E. State Street	Bromley Street
East	N. 8th Avenue	E. Main Street	E. State Street
Both	N. 8th Avenue	E. Marion Street	Edgewood Street
West	N. 9th Avenue	Bromley Street	State Street
East	N. 9th Avenue	E. Main Street	North to first alley intersection
East	N. 9th Avenue	Woodbury Street	State Street
West	N. 9th Street	Beginning at a point 100 feet south of the south line of Summit Street	Thence 25 feet south
Both	N. 9th Street	South line of Summit Street	South 100 feet
East	N. Center Street	South line of alley adjacent to Lot 6, Block 10 of original plat of Marshalltown (19 N. Center Street)	35 feet south
Both	N. Linwood Street	N. 4th Avenue	N. 3rd Avenue
South	Nicholas Drive	East line of S. 2nd Street	East 105 feet
Both	Riverside Street	Center Street	N. 3rd Avenue
East	S. 11th Street	W. Church Street	W. Boone Street
Both	S. 12th Avenue	Main Street	South city limits
East	S. 13th Street	W. Church Street	W. Linn Street
East	S. 14th Avenue	South line of E. Linn Street	A point 60 feet south
Both	S. 15th Avenue	Jackson Street	Anson Street
Both	S. 15th Avenue	South line of E. Nevada Street	60 feet south
Both	S. 16th Avenue	North line of E. Nevada Street	40 feet north
East	S. 1st Avenue	120 feet north of the north line of E. Nevada Street	60 feet north
West	S. 1st Avenue	A point 78 feet north of the north line of Madison Street	126 feet north
East	S. 1st Avenue	E. Nevada Street	E. Madison Street
West	S. 1st Avenue	North line of E. Nevada Street	180 feet north
West	S. 1st Avenue	South line of east-west alley between Main Street and State Street	To a point 20 feet south
East	S. 1st Avenue	South property line of Boone Street	A point 186 feet south
West	S. 1st Street	Boone Street	A point 40 feet north
West	S. 1st Street	Washington Street South	Main entrance of YM-YW Building
West	S. 2nd Avenue	75 feet south of south line of E. Church Street	South 20 feet
East	S. 2nd Avenue	North alley line of the alley south of Linn Street	North 25 feet
East	S. 2nd Avenue	W. Madison Street	Nevada Street

Both	S. 2nd Street	Beginning at a point 53 feet south of the south line of W. Southridge Road	Thence 80 feet south
East	S. 2nd Street	Southridge Road	Nicholas Drive
East	S. 3rd Avenue	E. Anson Street	200 feet south of the south line of E. Anson Street
East	S. 3rd Avenue	North line of Southridge Road	A point 750 feet north
Both	S. 3rd Avenue	South line of Newcastle Road	420 feet south
Both	S. 3rd Street	S. 6th Street	W. Madison Street
West	S. 3rd Street	W. Madison Street	South line of east and west alley between 3rd Street and 4th Street
East	S. 3rd Street	W. Nevada Street	W. Madison Street
Both	S. 4th Avenue	Linn Street	Church Street
West	S. 4th Avenue	Nevada Street	Linn Street
East	S. 4th Avenue	South alley line of the alley south of Linn Street	South 25 feet
East	S. 4th Street	W. Ingledue Street	W. Olive Street
East	S. 6th Avenue	E. Anson Street	E. May Street
Both	S. 6th Street	Iowa Avenue	The intersection of S. 6th Street and S. 3rd Street (S. 6th Street connection)
Both	S. 6th Street	S. 3rd Street - S. 6th Street connection	Chicago NW Railroad Tracks
East	S. 6th Street	W. Main Street	W. Madison Street
Both	S. 9th Street	North line of Lincoln Way	A point 100 feet north of the north line of W. State Street
Both	S. Center Street	Church Street	South city limits
Both	S. Center Street Frontage Road	Berle Road	Westwood Drive
Both	S. Center Street ramps	Washington Street	South end of Center Street viaduct
Both	Summit Street	East line of N. 21st Street	270 feet east
North	Summit Street	West line of N. 4th Street	60 feet west
South	Swayze Street	10th Avenue	11th Avenue
Both	Swayze Street	10th Avenue	12th Avenue
South	Swayze Street	N. 3rd Avenue	N. 4th Avenue
North	Turner Street	S. 9th Avenue	S. 12th Avenue
Both	Village Circle	North edge of the pavement of Highway 30	50 feet north
Both	W. Anson Street	300 feet from intersection with S. Center Street	S. Center Street
North	W. Boone Street	S. 6th Street	1/2 block east
South	W. Boone Street	S. 6th Street	160 feet west
Both	W. Boone Street	S. 9th Street	S. 12th Street
North	W. Church Street	East line of S. 3rd Street	60 feet east
Both	W. Church Street	East property line of S. 9th Street	A point 50 feet east
South	W. Church Street	S. 2nd Street	S. 3rd Street
Both	W. Church Street	West line of S. 9th Street	100 feet west
Both	W. Church Street	West property line of S. 9th Street	A point 50 feet west
North	W. Fremont Street	N. 16th Street	N. 18th Street
Both	W. Hibbs Boulevard	S. Center Street	S. 2nd Street
South	W. High Street	6th Street	West line of 2nd Street
North	W. High Street	West line of S. 2nd Street	West 500 feet
Both	W. Lincoln Way	9th Street	West city limits

North	W. Linn Street	20 feet east of the east line of S. 3rd Street east 160 feet	East 180 feet to the west line of the alley
North	W. Linn Street	East line of S. 13th Street	Extending east 180 feet
Both	W. Main Street	19th Street	West city limits
Both	W. Main Street	8th Avenue	9th Avenue
North	W. Main Street	West line of north-south alley between 2nd and 3rd Streets	A point 25.5 feet west
Both	W. Olive Street	S. 6th Street	S. 12th Street
North	W. South Street	West line of Center Street	A point 360 feet west
South	W. South Street	West line of S. Center Street	West 156 feet
Both	W. Southridge Road	West line of Center Street	A point 350 feet west
Both	W. State Street	East line of N. 7th Street	East 100 feet
Both	W. State Street	East property line of N. 9th Street	A point 50 feet east
Both	W. State Street	West property line of N. 9th Street	A point 50 feet west
Both	Washington/Player Streets	S. 2nd Street	S. 6th Street
South	Westwood Drive	West line of S. 6th Street	250 feet west
Both	Westwood Drive	West property line of Center	A point 570 feet west
Both	Wilson Circle	South line of Madison Street	100 feet south
South	Woodbury Street	N. 9th Avenue	N. 10th Avenue
Both	Woodbury Street	West line of N. 9th Avenue Any terrace	170 feet Between curb and sidewalk

(2013 Code, § 20-161)

(B) *Appropriate signs for prohibited parking.* Appropriate signs stating thereon “NO PARKING AT ANY TIME” shall be placed and maintained by the Street Division adjacent to the curb along the portions of the streets and avenues included in the provisions of this schedule where parking at all times is prohibited.

(2013 Code, § 20-161.1)

(C) *Removal of vehicles on controlled streets and avenues.*

(1) Any vehicle left standing or parked in the controlled area as herein prescribed, contrary to the provisions hereof, may be towed away or removed by direction of the Chief of Police and the cost of any towing or storage of such motor vehicle shall be paid by the owner or other persons responsible therefor as a condition in again obtaining possession thereof, and such charges shall not be considered as a fine or penalty.

(2) A fine or penalty may be further assessed upon charges filed and conviction thereof.

(2013 Code, § 20-161.2)

(Ord. 14879, passed 3-28-2011; Ord. 14944, passed 1-11-2016; Ord. 14982, passed 5-28-2019; Ord. 14987, passed 9-23-2019; Ord. 15002, passed 8-12-2020; Ord. 15005, passed 12-28-2020; Ord. 15044, passed 6-13-2022; Ord. 15059, passed 2-27-2023; Ord. 15075, passed 10-23-2023) Penalty, see § 70.999

SCHEDULE III. PARKING AROUND SCHOOLS.

(A) *Parking around schools.* The stopping, parking or leave standing of motor vehicles on the following streets and avenues in the city is hereby prohibited at all times, except as provided in division (B) below:

Side	On Street	From	To
Side	On Street	From	To
ANSON SCHOOL			
East	S. 3rd Avenue	E. South Street	E. Anson Street
West	S. 3rd Avenue	E. South Street	Young Street
North	E. South Street	S. 3rd Avenue	S. 5th Avenue
FISHER SCHOOL			
Both sides	S. 4th Street	Sunset Lane	Pleasantview Road
North	Pleasantview Road	S. 6th Street	S. 4th Street
West	S. 4th Street	Pleasantview Road	W. Meadow Lane

FRANKLIN SCHOOL			
East	N. 14th Street	W. Main Street	435 feet north
West	N. 14th Street	W. Main Street	100 feet north
North	W. Main Street	N. 14th Street (south leg)	N. 13th Street
*South	W. Main Street	N. 13th Street	N. 14th Street (south leg)
*School days only 7:00 a.m. - 4:00 p.m.			
HOGLAN SCHOOL			
East	S. 3rd Avenue	E. Southridge Road	Newcastle Road
North	E. Southridge Road	S. 3rd Avenue	525 feet east
LENIHAN SCHOOL			
North	Columbus Drive	S. 4th Street	120 feet east
**North	Ingledue Street	2nd Street	4th Street
**School days only 7:00 a.m. - 9:00 a.m., 2:00 p.m. - 4:00 p.m.			
South	W. Ingeldue Street	S. 4th Street	S. 2nd Street
**West	S. 4th Street	Ingledue Street	Columbus Drive
**School days only 7:00 a.m. - 9:00 a.m., 2:00 p.m. - 4:00 p.m.			
**South	W. Ingledue	Along terrace between horseshoe entrance/exit	
**No parking anytime			
MARSHALLTOWN CHRISTIAN SCHOOL			
*Both sides	S. 7th Avenue	Henry Drive	712 feet south
*School days only, 7:00 a.m. - 9:00 a.m., 2:00 p.m. - 4:00 p.m.			
MILLER MIDDLE SCHOOL			
North	W. Boone Street	S. 12th Street	S. 11th Street
ROGERS SCHOOL			
West	N. 4th Street	Summit Street	Fremont Street
East	N. 5th Street	Summit Street	Fremont Street
South	Summit Street	N. 5th Street	N. 4th Street
SENIOR HIGH SCHOOL			
East	S. 2nd Avenue	E. Olive Street	E. Ingledue Street
North	E. Olive Street	S. 2nd Avenue	West line of Bobcat Estates
ST. FRANCIS SCHOOL			
East	S. 4th Street	W. Olive Street	W. Ingledue Street
South	Columbus Drive	S. 4th Street	Crestview Drive
West	Crestview Drive	Columbus Drive	W. Olive Street
North	W. Olive Street	Crestview Drive	S. 4th Street
WOODBURY SCHOOL			
South	E. State Street	N. 7th Avenue	N. 5th Avenue
West	S. 7th Avenue	E. State Street	E. Main Street
North	E. Main Street	N. 7th Avenue	N. 4th Avenue

(2013 Code, § 20-162)

(B) *Temporary stops.* Temporary stops for the sole purposes of immediate discharge or immediate loading of students shall be permitted, but only in the event that off-street areas for such discharge or loading do not exist within 300 feet of any exit door of said school. Any such temporary stop shall be for a duration of the shortest possible time necessary to discharge or load students, shall be done in a manner that will not impede or hamper general traffic and the driver shall remain in the vehicle.

(2013 Code, § 20-162.1)

(C) *Parking on opposite side.* In any of the aforesaid school areas where parking is presently allowed on the opposite side of the portions of the streets designated as prohibited parking by this schedule, parking shall be allowed at all times, notwithstanding the provisions within this traffic code.

(2013 Code, § 20-162.2)

(D) *Sign placement.* There shall be erected suitable lawful signs in appropriate and conspicuous places on said various streets and avenues stating that parking is prohibited or allowed in clear and concise language. Signs shall include the wording "Passenger loading and unloading only. Driver must remain in vehicle".

(2013 Code, § 20-162.3)

(Ord. 14198, passed 9-24-1984; Ord. 14225, passed 11-12-1985; Ord. 14789, passed 10-23-2006; Ord. 14818, passed 9-10-2007; Ord. 14828, passed 3-18-2008; Ord. 14974, passed 6-11-2018; Ord. 15044, passed 6-13-2022; Ord. 15075, passed 10-23-2023) Penalty, see § 70.999

SCHEDULE IV. COMMUNITY SCHOOL DISTRICT STAFF AND EMPLOYEE PARKING.

(A) *Providing for residential/owner and Marshalltown Community School District staff and employee parking.*

(1) From 7:00 a.m. to 5:00 p.m., Monday through Friday of each week, except legal holidays, no motor vehicle shall be parked in the designated municipal areas set forth below unless said motor vehicle has visibly affixed to the left corner of the rear windshield a non-expired resident/owner permit or a city school district staff and employee parking permit issued by the city. No motor vehicle shall be parked in any such designated municipal areas without such a resident/owner permit or a city school district staff and employee parking permit. Any motor vehicle parked without such permit shall be considered in violation of this schedule.

Side	On Street	From	To
West	S. 2nd Avenue	E. Ingledue Street	Koeper Drive
Both	S. 3rd Avenue	E. Olive Street	Rainbow Drive
Both	Koeper Drive	S. 3rd Avenue	S. 2nd Avenue
Both	Olson Way	E. Olive Street	S. 2nd Avenue
Both	Cherry Street	S. 2nd Avenue	S. Center Street
Both	E. Ingledue Street	S. 1st Avenue	S. 3rd Avenue

(2) After 5:00 p.m. to 7:00 a.m., parking in the designated areas is permitted and a permit is not required.

(2013 Code, § 20-163)

(B) *Installation of signs.* The City Engineer shall post suitable signs to designated these areas as resident/owner and city school district staff and employee parking only, in accordance with this schedule. These signs shall comply with state regulations as adopted by the state's Department of Transportation.

(2013 Code, § 20-163.1)

(C) *Issuance of permits.* The City Clerk shall issue resident/owner and city Community School District staff and employee parking permits to those residents or owners of the residential real estate described with the boundaries above and those individuals showing proof as to employment status with the Community School District. Each owner/resident or Community School District staff or employee shall receive one such permit for each motor vehicle registered in the owner's name. No more than 40 permits shall be granted to the Community School District staff and employees under this schedule.

(2013 Code, § 20-163.2)

(Ord. 14917, passed 3-25-2013; Ord. 15044, passed 6-13-2022)

SCHEDULE V. RESIDENTIAL/OWNER PARKING PERMITS.

(A) *Providing for resident/owner parking permits.*

(1) There is created a system of permit parking in the following designated municipal areas:

Side	On Street	From	To
Both	S. 14th Avenue	E. Linn Street	E. Nevada Street
Both	S. 15th Avenue	South line of E. Linn Street	South line of south line of Lot 37 of Norris Addition (308 S. 15th Avenue)
Both	S. 16th Avenue	E Linn Street	Norris Place
Both	Anson Circle		
Both	E. Boone Street	S. 12th Avenue Place	S. 17th Avenue

(2) No motor vehicle shall be parked in the designated municipal areas set out above unless said motor vehicle has

visibly affixed to the left corner of the rear windshield a non-expired resident/owner street permit issued by the city. Visitors and those conducting business in the permit area shall visibly display such permits in the left corner of the front windshield. No motor vehicle shall be parked in such designated municipal areas without a resident/owner street permit. Any vehicle parked without such a permit shall be considered in violation of this schedule.

(2013 Code, § 20-164)

(B) *Posting of signs.*

(1) The City Engineer shall post suitable signs to designate these areas as resident/owner street permit parking only, in accordance with this schedule.

(2) These signs shall comply with state regulations as adopted by the state's Department of Transportation.

(2013 Code, § 20-164.1)

(C) *Revocation of permits.* No holder of a street parking permit shall transfer, sell or assign such permit or otherwise allow use of any such permit contrary to the provisions of this schedule. In the event such inappropriate use occurs, the City Administrator is vested with the authority to revoke and cancel all such permits.

(2013 Code, § 20-164.2)

(D) *Issuance of permits.* The City Clerk is hereby vested with authority to prepare for issuance of the required permits and may, if desired, issue them color coded, numbered and having on their face such information as is required to identify the permit holder, date of expiration, residence and other relevant information.

(2013 Code, § 20-164.3)

(E) *Existing parking regulations.* All permit holders shall abide by all existing parking regulations and are not exempt therefrom.

(2013 Code, § 20-164.4)

(F) *Fine for violation.* Any person violating the provisions of this schedule, in addition to revocation or cancellation of any issued permit, is subject to a fine of \$10.

(2013 Code, § 20-164.5)

(Ord. 14525, passed 2-12-1996; Ord. 14595, passed 7-27-1998; Ord. 14614, passed 1-11-1999; Ord. 14616, passed 2-28-1999; Ord. 14494, passed 2-13-1995; Ord. 14917, passed 3-25-2013)

SCHEDULE VI. RESTRICTED PARKING.

(A) *Restricted parking between the hours of 7:00 a.m. to 5:00 p.m.*

(1) The stopping, parking or leaving standing of motor vehicles on the following designated streets, avenues, roads or drives is hereby prohibited between the hours of 7:00 a.m. to 5:00 p.m. Monday through Friday, except holidays:

Side	On Street	From	To
Both	Anson Circle		
Both	Highview Drive		
North	W. Ingledue Street		S. 3rd Street

(2) The stopping, parking or leaving standing of motor vehicles on the following designated streets, avenues, roads or drives is hereby prohibited between the hours of 7:00 a.m. to 5:00 p.m. Monday through Friday, when school is in session:

Side	On Street	From	To
South	Pleasantview Road	S. 4th Street	S. 6th Street

(2013 Code, § 20-165)

(B) *Restricted parking between the hours of 8:00 a.m. to 5:00 p.m.* The stopping, parking or leaving standing of motor vehicles on the following designated streets, avenues, roads or drives is hereby prohibited between the hours of 8:00 a.m. to 5:00 p.m.

Side	On Street	From	To
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North	Summit Street	356 feet of the east line of N. 15th Street	230 feet east
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(2013 Code, § 20-165.5)

(C) *Restricted parking, except on Sundays.* The stopping, parking or leaving standing of motor vehicles on the following designated streets, avenues, roads or drives is hereby prohibited at all times, except parking shall be permitted on Sundays only:

<i>Side</i>	<i>On Street</i>	<i>From</i>	<i>To</i>
North	W. Church Street	West line of Center Street	West to the east line of the alley intersection

(2013 Code, § 20-166)

(D) *Restricted parking between the hours of 2:30 a.m. and 5:30 a.m.* It shall be unlawful to park or leave standing any automobile, motor driven or operated truck, tractor, tractor trailer, house trailer or other motor vehicle equipment not governmentally owned or operated or controlled at any time on any day between the hours of 2:30 a.m. and 5:30 a.m. on any street, avenue or other place described as follows:

<i>Side</i>	<i>On Street</i>	<i>From</i>	<i>To</i>
<i>Side</i>	<i>On Street</i>	<i>From</i>	<i>To</i>
Both	1st Avenue	Church Street	State Street
Both	1st Street	Church Street	State Street
Both	2nd Avenue	Church Street	State Street
Both	2nd Street	Church Street	State Street
Both	Center Street	Church Street	State Street
Both	Church Street	2nd Street	3rd Avenue
Both	Main Street	2nd Street	3rd Avenue
Both	N. 13th Street	Fremont Street	Summit Street
Both	State Street	2nd Street	3rd Avenue
All alleys bounded by Church Street, State Street, 2nd Street, 3rd Avenue			
Parking Lot C (Coliseum)			
Parking Lot L (Library)			
Parking Lot T (City Hall/ Carnegie)			
Parking Lot Z (Farmer's Market)			

(2013 Code, § 20-167)

(E) *Exception.* Any individual who has a valid resident permit, for the times and locations set forth above, issued by the City Clerk and who has that resident permit properly displayed in the windshield of his or her vehicle, shall be exempt from application of this schedule.

(2013 Code, § 20-167.1)

(F) *Installation of signs.* Appropriate signs designating the prohibited hours for the parking or the leave standing of the kind and type of vehicles referred to herein shall be erected and maintained by the Street Division in conspicuous places in the areas described and designated in this schedule, which shall be at least two on each block of street curbing, two in each parking lot within the area and one at each alley entrance.

(2013 Code, § 20-167.2)

(Ord. 14182, passed 4-23-1984; Ord. 14490, passed 1-9-1995; Ord. 14513, passed 11-13-1995; Ord. 14608, passed 1-25-1999; Ord. 14686, passed 12-10-2001; Ord. 14874, passed 6-28-2010; Ord. 14917, passed 3-25-2013; Ord. 15044, passed 6-13-2022; Ord. 15081, passed 12-22-2023)

SCHEDULE VII. SNOW REMOVAL; PARKING PROHIBITED.

(A) *Prohibiting parking when snow removal operations are in progress.*

(1) Wherever the word **CUL-DE-SAC** is used in this schedule, it shall be that portion of a street or public way that is

circular in its design and is located at the end or terminal point of a street or public way and shall start where the roadway commences its circular character and shall end when the roadway ceases its circular character.

(2) The stopping, parking or leaving standing of motor vehicles when snow removal operations are in progress by the city on the following designated streets, parts of streets or public ways is hereby prohibited on either side of the street:

Side	On Street	From	To
Side	On Street	From	To
	All cul-de-sac circles		
Both	Denmead Boulevard	W. Main Street	W. State Street
Both	E. Boone Street	3rd Avenue	4th Avenue
Both	E. North Street	N. Center Street	N. 2nd Avenue
Both	Highland Drive	5th Street	6th Street
Both	Laurel Drive	S. 15th Avenue	East to dead end
Both	Melody Lane		
Both	N. 12th Street	Fremont Street	Summit Street
Both	N. 5th Avenue	Woodbury Street	Lee Street
Both	N. 6th Street	Highland Drive	Jerome Street
Both	N. 8th Street	Summit Street	State Street
Both	Noble Street	S. 7th Avenue	S. 8th Avenue
Both	Plaza Heights Road	S. 3rd Avenue	Iowa River Hospice
Both	S. 16th Street	Church Street	Linn Street
East	S. 4th Avenue	Church Street	Nevada Street
Both	S. 6th Street	Main Street	Madison Street
All	S. 11th Street - Parking lot	Church Street	Boone Street
Both	Walter's Circle	Edgebrook Drive	Cul-de-sac
Both	W. Linn Street	16th Street	A point 861 feet east
Both	Wood Street	S. 7th Avenue	S. 8th Avenue
Both	Young Street		

(2013 Code, § 20-169)

(B) *Towing of vehicles in violation.* Any vehicle found to be parked in violation of the provisions of this schedule may, in addition to the penalty provided, be towed from said location by order of the police at the owner's expense.

(2013 Code, § 20-169.1)

(C) *Installation of signs.* There shall be erected at all the locations set forth above suitable signs setting forth the no parking provision of this schedule.

(2013 Code, § 20-169.2)

(D) *Conflict with overtime alternate parking regulations.* The provisions of any overtime alternate parking sections of this schedule or any ordinance are suspended during the period that snow removal operations are in effect, but shall be of full force after snow removal operations are complete.

(2013 Code, § 20-169.3)

(E) *Penalty for violation.* Anyone violating the provisions of this schedule shall, upon conviction, be punished by a penalty as provided in § 10.999(A) of this code of ordinances. In addition thereto, a violation of this schedule shall be a municipal infraction.

(2013 Code, § 20-169.4)

(Ord. 13677, passed 2-25-1980; Ord. 14970, passed 11-27-2017; Ord. 14974, passed 6-11-2018; Ord. 15011, passed 1-25-2021; Ord. 15075, passes 10-23-2023)

SCHEDULE VIII. SNOW ROUTES.

(A) *Snow removal operations.*

(1) The Street Department shall post any street, avenue or area with appropriate signs where snow removal operations are to be carried out and, within three hours thereafter, all motor vehicles parked or left standing therein or thereon shall be

removed therefrom. After such posting of any street, avenue or area for such purpose, no motor vehicle shall be parked or left standing therein.

(2) Parked automobiles that interfere with city snow removal operations may be towed away or otherwise removed to some other place of parking out of the way of snow removal operations.

(2013 Code, § 20-184)

(B) *Snow routes.* Streets or portions of streets shall be designated as snow routes, and there shall be erected suitable signs at the entrance to and along the routes.

(2013 Code, § 20-184.1)

(C) *Snow route restrictions.*

(1) (a) When conditions of snow or ice exist on the traffic surface of a designated snow route, it is unlawful for the driver of a vehicle to impede or block traffic if the driving wheels of the vehicle are not equipped with snow tires, tire chains or non-slip differential.

(b) The term **SNOW TIRES**, as used in this schedule, means tires designed for use when there are conditions of snow or ice on the highways, and meeting the requirements that shall be promulgated by rule of the Commissioner of Public Safety.

(2) Standing or parking of vehicles upon a street designated as an emergency snow route shall be prohibited at any time when snow removal operations are in progress and before such operations have resulted in the removal or clearance of snow from such streets.

(2013 Code, § 20-184.2)

(D) *Stalled vehicles on snow emergency routes and non-snow emergency routes.*

(1) Whenever a vehicle becomes stalled or is unable to move under its own power on any part of a snow emergency route while there is a parking prohibition in effect, the person operating that vehicle shall take immediate action to have the vehicle towed or pushed off the roadway of the snow emergency route, either onto the first cross street which is not a snow emergency route or onto the public space portion of a nearby driveway. No person shall abandon or leave his or her vehicle in the roadway of such snow emergency route, except for a reasonable time necessary to receive assistance.

(2) Whenever a vehicle becomes stalled or is unable to move under its own power, for any reason, on a non-snow emergency route, the person operating the vehicle shall take immediate action to have the vehicle towed away or pushed to the side of the street upon which parking is permitted and within 24 hours shall have the vehicle removed from the street or highway.

(2013 Code, § 20-184.3)

(E) *Snow routes designated; signs.* The following streets or portions of streets shall be designated as snow routes and there shall be erected suitable signs at the entrance to and along the routes as are designated:

Street	Location
Street	Location
3rd Avenue	From Anson Street to the north corporate limits
7th Avenue	From Main Street to Church Street
9th Street	From Lincoln Way to Main Street
18th Avenue	From Marion Street to Highway 30
30th Street	From Main Street to Summit Street
Boone Street	From 9th Street to Center Street
Center Street	From the south corporate limits to Main Church Street
Church Street	From 9th Street to 7th Avenue
East and west ramps	From South 3rd Avenue to East Madison Street
East Anson Street	From South Center Street to South 3rd Avenue
Edgebrook Drive	From Southridge Road to Olive Street
Governor Road and 12th Avenue	From Iowa Avenue East to Main Street
Linn Street	From 3rd Street to South 3rd Avenue
Madison Street	From South 9th Street to South 4th Avenue
Main Street	From Highland Acres Road to 3rd Street and from 3rd Avenue to 18th Avenue
Marion Street	From North 3rd Avenue to North 18th Avenue

Nevada Street	From South 4th Avenue to South 18th Avenue
Olive Street	From 12th Street to 18th Avenue
South 12th Street	From Lincoln Way to Olive Street
South 3rd Street-South 6th Street	From West Linn Street to Iowa Avenue West
Southridge Road	From 6th Street to Governor Road
Summit Street	From Valley View Road to 13th Street
West Lincoln Way	From Highland Acres Road to South 9th Street

(2013 Code, § 20-184.3.5)

(F) *Parking restricted in public lots during snow removal operations.* The following parking lots shall be designated as restricted from parking whenever emergency parking restrictions are instituted on streets and until the parking lots are cleared and there shall be erected suitable signs in the lots designated:

(1) *Restriction between 2:00 a.m. to 7:00 a.m., Monday, Wednesday and Friday.*

The city parking lot immediately east of the Senior Center Building
Parking Lot F
The east 1/3 of city Parking Lot H
City Parking Lot J
The east 1/2 of City Parking Lot K
Parking Lot O
The designated east portion of City Parking Lot T
City Parking Lot W

(2) *Restriction between 2:00 a.m. to 7:00 a.m., Tuesday and Thursday.*

City Parking Lot A
City Parking Lot D
The west 2/3 of City Parking Lot H
The west 1/2 of City Parking Lot K
City Parking Lot N
City Parking Lot P
The designated west aisles of City Parking Lot T
City Parking Lot Z

(2013 Code, § 20-184.3.6)

(G) *Violation; penalty.*

(1) Any motor vehicle that may be parked contrary to the provisions of this schedule may, in addition to the remedies set forth in division (G)(2) below, be towed away at the owner's expense.

(2) Any person violating the terms of the sections mentioned in division (G)(1) above shall, upon conviction, be fined \$25 if paid within 30 days of the date of the violation. If not paid within 30 days, the fine shall be \$35. Violations shall be charged and collected in the same manner as other parking violations, by notice of a fine payable to the City Clerk.

(2013 Code, § 20-184.4)

(Ord. 9161, passed 1-28-1957; Ord. 13641, passed 11-13-1979; Ord. 14488, passed 5-8-1995; Ord. 14556, passed 1-13-1997; Ord. 14832, passed 5-27-2008; Ord. 14869, passed 3-8-2010; Ord. 14910, passed 8-13-2012; Ord. 14926, passed 10-28-2013)

SCHEDULE IX. DISABLED PARKING.

(A) *Disabled parking areas established.* The City Council may establish parking areas in the city that shall be reserved for parking by disabled persons. The following locations are designated as disabled parking:

Block	On Street	Side	Location
Block	On Street	Side	Location

200 W	State Street	South	1st space west of 2nd Street
300 W	Main Street	North	1st and 2nd spaces east of 4th Street
200 W	Main Street	North	1st 2 spaces east of alley
200 W	Main Street	South	1st space east of alley
200 W	Main Street	South	2nd and 3rd spaces east of alley (Sunday only)
100 W	Main Street	North	1st space west of alley
10 W	Main Street	South	1st space east of 1st Street
10 W	Main Street	South	1st space east of alley
10 E	Main Street	North	1st space west of 1st Avenue
100 E	Main Street	North	1st space east of alley
100 E	Main Street	South	1st space west of alley
200 E	Main Street	North	1st space west of alley
300 E	Main Street	South	2nd and 3rd spaces east of 3rd Avenue
10 W	Church Street	South	3rd and 4th spaces west of Center Street (Sunday only)
10 W	Church Street	South	5th space east of Center Street
100 W	Church Street	North	2nd space west of 1st Street
100 E	Church Street	North	1st space west of alley
100 E	Church Street	South	1st space west of South 1st Avenue
200 E	Church Street	North	1st space east of alley
200 E	Church Street	South	1st space east of 2nd Avenue
10 S	1st Street	West	1st space north of Church Street
10 S	4th Street	East	2 spaces, 135 feet and 170 feet south of the south line of W. Main Street
10 N	Center Street	West	1st space south of W. State Street
100 N	Center Street	West	3rd space south of alley
100 N	Center Street	East	6th space north of alley
10 S	Center Street	West	1st space south of alley
10 N	1st Avenue	West	1st space north of Main Street
10 S	1st Avenue	East	1st space south of alley
10 S	1st Avenue	East	1st space north of E. Church Street
10 S	1st Avenue	East	1st space north of Church Street
10 S	2nd Avenue	West	1st and 2nd space south of alley (at 21 S 2nd Street)
100 S	2st Avenue	East	2nd space south of Church Street (at Presbyterian Church)
500 S	3rd Avenue	West	1st 1 space north of Madison Street
500 S	3rd Avenue	East	1st 1 space north of Madison Street
10 N	5th Avenue	East	1 space as signed (Sunday only)
10 S	5th Avenue	East	1st space south of the east/west alley
300S	6th Street	West	1 space as signed
300	Columbus Drive	North	From 145 feet west of Huisman Circle to 70 feet west
	Parking Lot A		2 spaces as signed
	Parking Lot D		1 space as signed
	Parking Lot E		1 space as signed
	Parking Lot F		1 space as signed
	Parking Lot H		3 spaces as signed
	Parking Lot J		4 spaces as signed
	Parking Lot K		1 space as signed
	Parking Lot L		1 space as signed
	Parking Lot N		1 space as signed
	Parking Lot O		1 space as signed
	Parking Lot P		2 spaces as signed
	Parking Lot W		1 space as signed

	Parking Lot Z		1 space as signed
	Senior citizens lot		4 spaces as signed
	Off street, west of 10 W. State Street		2 spaces as signed

(2013 Code, § 20-185)

(B) *Installation of signs.* The Public Works Director shall post suitable signs to designate these areas as disabled parking areas in accordance with city policy, the Code of Iowa and the *Manual of Traffic Control Devices For Streets and Highways* as adopted by the state's Department of Transportation and the city.

(2013 Code, § 20-185.1)

(C) *Improper use of disabled parking spaces.* The use of a disabled parking space, located on either public or private property, as provided in I.C.A. §§ 321L.5 and 321L.6 or subsequent amendments thereto, by a motor vehicle displaying a disabled parking permit as aforesaid, but not being used by a person in possession of a motor vehicle license with a disabled designation or a non-operator's identification card with a disabled designation, other than a person issued a permit or being transported in accordance with I.C.A. § 321.2, subsec. 1, para. "b", or subsequent amendments thereto, or by a motor vehicle in violation of the rules adopted by the state's Department of Transportation under I.C.A. § 321L.8 or subsequent amendments thereto, constitutes improper use of a disabled parking permit, which is an offense for which a fine shall be imposed upon the owner, operator or lessee of the motor vehicle or the person to whom the disabled parking permit is issued. The fine for each violation shall be the same as provided by the Code of Iowa.

(2013 Code, § 20-185.2)

(Ord. 12491, passed 6-18-1974; Ord. 14557, passed 2-10-1997; Ord. 14784, passed 6-12-2006; Ord. 14878, passed 8-23-2010; Ord. 14924, passed 7-22-2013; Ord. 14935, passed 8-25-2014; Ord. 14988, passed 9-23-2019; Ord. 14991, passed 11-25-2019)

SCHEDULE X. PUBLIC ACCESS PARKING.

(A) *Areas and spaces designated; manner of parking.*

(1) The Director of Public Works/City Engineer or such city officer or employee as he or she shall select shall place lines or marks on the curb or on the street to designate the area in which a vehicle may be parked, and it shall be unlawful to park any vehicle which extends over, across or which straddles such parking space lines.

(2) Not more than one vehicle shall be parked in a marked parking space.

(2013 Code, § 20-221)

(B) *Installation of signs; maintenance.* The Street Division, under the supervision of the Director of Public Works/City Engineer, shall install and maintain suitable signs as required under this schedule.

(2013 Code, § 20-222)

(C) *Fined parking; areas specified.* It shall be unlawful for any person to cause, allow, permit or suffer any vehicle registered in his or her name to be parked, placed or remain in a parking space beyond the time limits provided; each hour that any vehicle remains so parked or placed beyond the following time limits shall constitute a separate violation:

(1) *Thirty-minute parking.*

Street	Location
Street	Location
Center Street	West side, between Main Street and State Street, commencing 70 feet north of the north line of the east/west alley, to a point 43 feet north thereof
Main Street	North side, between 1st Avenue and 2nd Avenue, commencing 70 feet east of the east line of 1st Avenue to a point 24 feet east thereof
Main Street	North side, two spaces located 25 feet to 70 feet easterly of 3rd Avenue and three spaces located 115 feet to 185 feet easterly of 3rd Avenue
Main Street	South side, between 3rd Avenue and 5th Avenue the 1st, 4th, 5th and 6th parking spaces as assigned
Church Street	South side, between Center Street and S. 1st Avenue, from the point 31 feet west of S. 1st Avenue to a point 25 feet west thereof
S. 1st Avenue	West side, between Church Street and Linn Street, commencing 70 feet north of the east/west alley, to a point 27 feet north thereof
W. State Street	South side, the first four parking spaces west of N. Center Street

(2) *Three-hour parking.* Except as shown in division (C)(1) above and disabled parking as provided in Ch. 77, Schd. IX, division (A), of this traffic code:

<i>Street</i>	<i>Location</i>
<i>Street</i>	<i>Location</i>
1st Avenue	From State Street to 280 feet south of Church Street, except as provided in division (C)(1) above
1st Street	From 180 feet south of Grant Street to Church Street
1st Street	From Church Street to a point 180 feet south
2nd Avenue	From the alley south of State Street to the alley south of Church Street
2nd Street	From Church Street to Main Street
13th Street	Both sides, from Fremont Street to Summit Street
Center Street	From 120 feet south of Grant Street to Linn Street, except as provided in division (C)(1) above
Church Street	From 3rd Avenue to 2nd Street
Linn Street	South side, from S. Center Street to S. 3rd Avenue
Main Street	From 3rd Avenue to 3rd Street, and the south side of Main Street between 3rd Avenue and 5th Avenue, except as shown in division (C)(1) above and disabled parking as provided in Ch. 77, Schedule IX, of this code of ordinances
Main Street	South side between 3rd Avenue and 5th Avenue, except for 30-minute parking as provided in division (C)(1) above and disabled parking as provided in Ch. 77, Schedule IX, of this code of ordinances
State Street	From 3rd Avenue to 3rd Street
	Municipal parking lots as follows, except for specific government vehicle spaces: Lot T, 15 W. State Street

(2013 Code, § 20-223)

(D) *When applicable.* The provisions of this schedule relating to parking time limits shall not apply between the hours of 6:00 p.m. through 8:00 a.m. of any day or on Sundays or legal holidays. **LEGAL HOLIDAYS** for the purposes of this schedule are those holidays observed in the city on which City Hall is closed to the public.

(2013 Code, § 20-224)

(Ord. 14216, passed 6-10-1985; Ord. 14407, passed 12-28-1992; Ord. 14505, passed 7-11-1995; Ord. 14601, passed 9-14-1998; Ord. 14623, passed 4-12-1999; Ord. 14739, passed 7-12-2004; Ord. 14742, passed 8-16-2004; Ord. 14750, passed 11-8-2004; Ord. 14784, passed 6-12-2006; Ord. 14878, passed 8-23-2010; Ord. 14879, passed 3-28-2011; Ord. 14910, passed 8-13-2012; Ord. 15050, passed 9-26-2022)

MARSHALLTOWN

I O W A

Joel Greer, Mayor
Carol Webb, City Administrator
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: September 9, 2024
RE: Discussion Item – Parking Lot T

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 & Buildings

Recommendation: Provide staff direction to proceed with improvements to Parking Lot T

Budget Impact: The City had bonded \$490,000 of Fund 364, 2022 GO Bond Funds towards this parking lot and a pedestrian alley associated with a Sponsored Project. Of that, \$9,032.75 was spent on the Sponsored Project before the city withdrew from the program. Approximately \$480,000 of funds remain that would fund this project.

Description/Background:

The City was awarded Sponsored Project funds that included a project to reconstruct Parking Lot T as a permeable paver parking lot. The sponsored project award was \$1.3 M and tied/contingent on the Clean Water SRF loan we have in relation to the WPC Headworks and Sanitary Sewer CIPP project. As part of the BIL funding, the City also applied for Clean Water SRF Loan Forgiveness and was offered it at \$2M principle forgiveness (~\$2.7M when interest is included). These two programs are a "one or the other program". In January/February of this year, at staff recommendation, council withdrew from Sponsored Project and proceeded with Loan Forgiveness. Council also provided direction for staff to continue to evaluate what improvements could be made to the Parking Lot, utilizing the remaining local bond funds of \$480,000.

A permeable paver parking lot is more expensive than traditional construction methods. In evaluating the parking lot, our recommendation is a new concrete surfaced parking lot, adjusting the drive lanes, especially along the Century Link building and including elements such as straightening the tornado siren pole, parking lot lighting, and landscaping.

City staff have a preliminary plan for the parking lot (see sketch) and are utilizing several internal staff to complete portions of the project in order to be most economical and best fit in the budget allocated. We've coordinated with and started to get quotes on the various pieces of the project, but are in need

CITY COUNCIL

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



of the final notice to proceed with council. Some of the coordination items and project scope items include:

1. Coordination with 106 & 104B N Center St
 - a. They will be paving (at their cost) the back portion behind their buildings simultaneously with this project.
2. Coordination with 104 N Center St
 - a. Property owner decided to keep their property as is and would not provide an easement or consider offer from City to purchase a portion of their property to tie parking lot / spaces together. Per code, we will put a curb just inside our property line. We propose a 4-inch slope curb.
3. Coordination with Bolton & Menk
 - a. Current design is hand sketched/drafted by city staff. Following notice to proceed, B&M will model the design for use in computing final quantities and construction staking.
4. Coordination with State St Contractor (Con-Struct)
 - a. We've obtained unit prices for the concrete portion of this project. They are very favorable as a result of adjacent and concurrence with State Street project. Following approval, a formal change order will be issued into State St project. Starting construction will not happen until the Center St intersection is fully open in north/south direction.
5. Coordination with Emergency Food Box.
 - a. They own the property with a grass lot and two rows of parking, just north of this parking lot. They have agreed to allow public, city staff, and city vehicles to park in their lot during construction. Street division will touch up pavement markings in that lot.
6. Coordination with Tornado Siren Contractor (Van Maanan)
 - a. We've obtained a quote to reset the tornado siren pole. Previously the city set the pole and it has never been straight. We will also be removing the overhead electric feed and burying that line.
7. Coordination with Parking Lot Lighting Supplier (C&O)
 - a. We've specified and done a parking lot lighting layout for this lot. We've obtained quotes on the poles and heads for the lights.
8. Coordination with Alliant
 - a. We are in discussions with Alliant in assisting us to help set the light bases and parking lot lighting.
9. Coordination with Facilities / Electrical
 - a. City staff will run conduit to new parking lot lights after Con-Struct removes pavement and does rough grading.
10. Coordination with P&R
 - a. City staff will design and do landscaping installation in the two newly created raised islands.
11. Coordination with Engineering
 - a. City staff will provide most of the Construction Observation during construction.

Based on quotes obtained so far and estimated costs, we believe this project will be able to be completed within the \$480k of GO Bond fund allocated. For contingency, we are under budget on State Street project and could use some of those funds if the needs arise.

CITY COUNCIL

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





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