

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 23, 2024, 5:30 PM**

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

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

D. PUBLIC COMMENT

Members of the public may make comments on any item which was not on the agenda during this time. The speaker shall approach the microphone, and state his or her name and address. Comments shall be limited to three minutes unless a longer comment is authorized by the Mayor. The speaker shall direct comments to the Mayor and to the Council as a whole.

The Mayor and Councilors shall not engage in discussion or debate on items raised by members of the public, and no action may be taken on items raised in public comments in order to comply with open meeting laws.

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

- o Daniel Oswald - Fire - Firefighter - 15 years
- o Kerri Larsen - Fire - Firefighter - 15 years
- o Kathleen Kennedy - Library - Library Assistant - 5 years

F. CONSENT AGENDA

**1. APPROVE MINUTES 09/09/24 MEETING AND BILL LIST
\$1,622,735.69**

Documents:

[2024-09-09_SIGNED Council Minutes.pdf](#)
[2024-09-23_BILL LIST Summary.pdf](#)
[2024-09-23_BILL LIST_Detail.pdf](#)

2. APPROVE ALCOHOL LICENSE RENEWALS

SUPERMARKET VILLACHUATO, 107 N CENTER ST / OPA
GRILL, 4 W BOONE ST / TC'S, 921 N 3RD AVE

**3. RECEIPT OF BUILDING & TRADE PERMIT REPORT -
AUGUST 2024**

Documents:

[2024-09-23_CONSENT_Building and Trade Permit
Report_Aug.pdf](#)

**4. RESOLUTION 2024-199 APPROVING 28E AGREEMENT
BETWEEN THE CITY OF MARSHALLTOWN AND THE
MARSHALLTOWN COMMUNITY SCHOOL DISTRICT TO
SUPPORT A LIAISON POLICE OFFICER AT
MARSHALLTOWN HIGH SCHOOL FOR FISCAL YEARS
2025-2026, 2026-2027 AND 2027-2028**

Documents:

[2024-09-23_2024-199_Resolution Approving 28E for
SRO Agreement.pdf](#)
[2024-09-23_2024-199_Memo SRO Agreement
Renewal with MCSD.pdf](#)
[2024-09-23_2024-199_City of MarshalltownPD -
School Resource Officer - 2024.pdf](#)

**5. RESOLUTION 2024-200 SETTING PUBLIC HEARING
REGARDING AN INTERLOCAL GRANT AGREEMENT FOR
THE BYRNE-JUSTICE ASSISTANCE GRANT PROGRAM
(JAG) \$15,764.00 SPLIT EVENLY WITH MARSHALL
COUNTY, TO ASSIST WITH LAW ENFORCEMENT
PROGRAMMING OR EQUIPMENT PURCHASES,
NOTIFYING THE PUBLIC OF THE GRANT AWARD AND
PROPOSED USE OF FEDERAL FUNDS**

Documents:

[2024-09-23_2024-200_Resolution Setting PH Byrne
JAG Award.pdf](#)
[2024-09-23_2024-200_Memo FY 24 25 Byrne JAG
Grant Award Marshalltown PD.pdf](#)
[2024-09-23 2024-200 2024 jag-local-allocations-](#)

6. RESOLUTION 2024-201 ADOPTING SUPPLEMENTS S-10 TO THE CODE OF ORDINANCES OF THE CITY OF MARSHALLTOWN, IOWA, THROUGH ORDINANCE 15087

Documents:

[2024-09-23_2024-201_Resolution Approving Code of Ordinances Supplement.pdf](#)

7. RESOLUTION 2024-202 APPROVING CONTRACT CHANGE ORDER #14, AN INCREASE OF \$307,484.00, FOR THE STATE STREET RECONSTRUCTION PROJECT #STR21004

Documents:

[2024-09-23_2024-202_Resolution Change Order 14 State St STR21004.pdf](#)
[2024-09-23_2024-202_Memo_STR21004 State St_CO 14.pdf](#)
[2024-09-23_2024-202_STR21004 State St_CO 14.pdf](#)

8. RESOLUTION 2024-203 APPROVING ENGINEER'S CERTIFICATE OF COMPLETION AND ACCEPTING MUNICIPAL PIPE TOOL CO. LLC FOR THE 2020 SANITARY SEWER REHABILITATION PROJECT - CIPP #SAN21001

Documents:

[2024-09-23_2024-203_Resolution Approving Eng Certificate of Completion CIPP.pdf](#)
[2024-09-23_2024-203_Memo_SAN 21-001 Completion.pdf](#)
[2024-09-23_2024-203_Certificate of Sub Completion and Notice of Acceptability.pdf](#)

9. RESOLUTION 2024-204 APPROVING AN ELECTRIC LINE EASEMENT WITH INTERSTATE POWER AND LIGHT COMPANY FOR PARCEL 8418-35-276-850

Documents:

[2024-09-23_2024-204_Resolution Approving Electric Easement IPL 8418-35-276-850.pdf](#)
[2024-09-23_2024-204_Memo - IPL Easement 8418-35-276-850.pdf](#)
[2024-09-23_2024-204_IPL Easement 8418-35-276-850.pdf](#)

10. RESOLUTION 2024-205 APPROVING AN ELECTRIC LINE EASEMENT WITH INTERSTATE POWER AND LIGHT COMPANY FOR PARCEL 8418-35-277-066

Documents:

[2024-09-23_2024-205_Resolution Approving Electric Easement IPL 8418-35-277-066.pdf](#)
[2024-09-23_2024-205_Memo - IPL Easement 8418-35-277-066.pdf](#)
[2024-09-23_2024-205_IPL Easement 8418-35-277-066.pdf](#)

G. REPORTS

- 1. MPACT QUARTERLY UPDATE REPORT**
- 2. HOMELESSNESS / SHELTER-LESS TASK FORCE REPORT**

H. RESOLUTIONS

- 1. RESOLUTION 2024-206 AUTHORIZING THE CITY TO SUBMIT AN US ENVIRONMENTAL PROTECTION AGENCY (EPA) BROWNFIELDS ASSESSMENT GRANT**

Documents:

[2024-09-23_2024-206_Resolution Approve Brownfield Grant Application.pdf](#)
[2024-09-23_2024-206_Memo - Brownfield Assessment Grant Application.pdf](#)
[2024-09-23_2024-206_FY 2025 BF Assessment Grant Guidelines.pdf](#)

- 2. RESOLUTION 2024-207 ACCEPTING BID AND AUTHORIZING THE AWARD OF CONTRACT FOR THE RIVERVIEW PARK IMPROVEMENT PROJECT #PRK23001 IN THE CITY OF MARSHALLTOWN, IOWA IN THE AMOUNT OF \$1,336,029.00 TO CONSTRUCT, INC**

Documents:

[2024-09-23_2024-207_Resolution Accepting Bid Riverview Park Phase I.pdf](#)
[2024-09-23_2024-207_Memo to Award Contract for Riverview Park Phase I.pdf](#)
[2024-09-23_2024-207_Bolton and Menk Bid Tab.pdf](#)

- 3. RESOLUTION 2024-208 APPROVING SNYDER AND ASSOCIATES PROFESSIONAL SERVICE AGREEMENT AMENDMENT NO. 2 FOR DESIGN AND CONSTRUCTION FOR THE LINN CREEK TRAILHEAD AND BRIDGE PROJECTS, IN THE AMOUNT OF \$27,800, AND DESIGNATING CONTECH AS A PREAPPROVED SUPPLIER FOR THE PREFABRICATED PEDESTRIAN BRIDGE**

Documents:

[2024-09-23 2024-208 Resolution to Amend Trailhead](#)

[and Bridge Contract Snyder and Associates.pdf](#)
[2024-09-23_2024-208_Memo - PSA Amendment](#)
[Snyder 6th St Ped Bridge.pdf](#)
[2024-09-23_2024-208_PSA Amendment2 Snyder 6th](#)
[St Ped Bridge.pdf](#)

**4. PUBLIC HEARING AND RESOLUTION 2024-209
APPROVING PLANS, SPECIFICATIONS, FORM OF
CONTRACT AND COST FOR THE 6TH STREET TRAIL
PROJECT, IN THE CITY OF MARSHALLTOWN, IOWA,
BEING PROJECT NO. TRL 18-002**

Documents:

[2024-09-23_2024-209_Resolution Approve Plans,](#)
[Specs 6th St Trail Project.pdf](#)
[2024-09-23_2024-209_Memo PH 6th St Trail Project](#)
[TRL18002.pdf](#)
[2024-09-23_2024-209_6th Street Cost Opinion.pdf](#)
[2024-09-23_2024-209_6th Street Trail Notice to](#)
[Bidders.pdf](#)
[2024-09-23_2024-209_6th Street Trail Plans.pdf](#)
[2024-09-23_2024-209_6th Street Trail Specs.pdf](#)

**5. PUBLIC HEARING AND RESOLUTION 2024-210
APPROVING DEVELOPMENT AGREEMENT WITH RISE M,
LLC, AUTHORIZING ANNUAL APPROPRIATION TAX
INCREMENT PAYMENTS AND PLEDGING CERTAIN TAX
INCREMENT REVENUES TO THE PAYMENT OF THE
AGREEMENT**

Documents:

[2024-09-23_2024-210_Hold Hrg Dev Agmt AA](#)
[\(Marshalltown 59 2024\)-v2.pdf](#)
[2024-09-23_2024-210_Memo Development](#)
[Agreement for Rise M, LLC 09.09.24.pdf](#)
[2024-09-23_2024-210_Development Agreement](#)
[\(RISE\) \(Marshalltown 59 2024\)-v3.pdf](#)

I. ORDINANCES

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

3RD READING

Documents:

[2024-09-23_ORD 15091_Chapter 156 Parking](#)
[Amendment \(SCL 8.19.24\) 3rd Read.pdf](#)

**2. 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**

2ND READING

Documents:

2024-09-23_ORD 15093_427B Industrial Tax
Abatement (Marshalltown 60 2024)-v1.pdf
2024-09-23_ORD 15093_Memo Industrial Tax
Abatement Ordinance Amendment.pdf

J. DISCUSSION

**1. POLICE DEPARTMENT FOUND BICYCLE DISPOSITION
POLICY**

Documents:

2024-09-23_DISCUSSION1_Memo Found Bicycles
Disposition Policy.pdf
2024-09-23_DISCUSSION1_Marshalltown Police
Department Policy re found bikes DRAFT.pdf

2. CHAPTER 72: PARKING RULES - PARKING PAD

Documents:

2024-09-23_DISCUSSION2_Memo CH 72 Parking Pad
24 09 19.pdf
2024-09-23_DISCUSSION2_Chapter 72 Parking Rules
Amendment Draft.pdf

**3. CHAPTER 77: PARKING SCHEDULES - RESTRICTED
PARKING DOWNTOWN**

Documents:

2024-09-23_DISCUSSION3_Memo - Parking Ch
77_Downtown Restricted 24 09 23.pdf
2024-09-23_DISCUSSION3_Schedule VI. Restricted
Parking_Markup.pdf

K. ADJOURNMENT

MISSION STATEMENT

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

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



**COUNCIL PROCEEDINGS
SEPTEMBER 9, 2024**

Mayor Greer called the meeting to order at 5:30 p.m., September 9, 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* (*via Go-To-Meeting); Absent: Thompson. Public comments for items not on the agenda were provided. Mayor, Council, and Administrator comments were provided.

CONSENT AGENDA

Motion by Kell, second by Ladehoff to adopt the consent agenda: APPROVE MINUTES 08/26/24 MEETING AND BILL LIST \$1,702,811.91; APPROVE ALCOHOL LICENSE RENEWALS FOR KWIKSTAR #394, 2500 S CENTER ST / ALDI INC, 2405 S CENTER ST / OLD TIMERS TAVERN, 401 S CENTER ST; APPROVE CIVIL SERVICE NEW HIRE LIST FOR POLICE OFFICER; ACCEPT THE RESIGNATION OF KEVIN PINK FROM THE LIBRARY BOARD OF TRUSTEES TERM ENDING 06/30/25; APPOINTMENT OF SANDY BENNETT TO THE LIBRARY BOARD OF TRUSTEES, TERM ENDING 06/30/25; RESOLUTION 2024-190 APPROVING CONTRACT CHANGE ORDER #12 FOR THE STATE STREET RECONSTRUCTION PROJECT #STR21004, A DECREASE OF \$61,364; RESOLUTION 2024-191 APPROVING CONTRACT CHANGE ORDER #13, CHANGE IN COMPLETION DATE, FOR THE STATE STREET RECONSTRUCTION PROJECT #STR21004; 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; 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; 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; RESOLUTION 2024-195 DECLARING CERTAIN PROPERTY SURPLUS PROPERTY AND AUTHORIZING DISPOSAL THEREOF FROM THE POLICE DEPARTMENT; 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. Motion carried 6-0.

RESOLUTIONS

Mayor Greer opened a public hearing at 5:39 pm on the Urban Renewal Plan Amendment for the Marshalltown Urban Renewal Area No. 3. No written or public comments were received. Cindy Kendall, Consultant advised this amendment adds the Veteran's Clinic project to the plan. The public hearing was closed at 5:40 pm. Motion by Ladehoff, second by Kell to adopt RESOLUTION 2024-197 TO APPROVE URBAN RENEWAL PLAN AMENDMENT FOR THE MARSHALLTOWN URBAN RENEWAL AREA NO. 3. Motion carried 6-0.

Mayor Greer opened a public hearing at 5:41 pm on the vacation, conveyance, and transfer of the North-South Alley between 406 and 408 West Madison Street. No written or public comments were received. Alicia Hunter, City Clerk advised 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 public hearing was closed at 5:42 pm. Motion by Ladehoff, second by Fonseca to adopt RESOLUTION 2024-198 PROVIDING FOR THE VACATION, CONVEYANCE AND TRANSFER OF THE NORTH-SOUTH ALLEY BETWEEN 406 AND 408 WEST MADISON STREET. Motion carried 6-0.

ORDINANCES

Mayor Greer opened a public hearing at 5:43 pm for Ordinance 15091 to amend 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. The public hearing was closed at 5:45 pm. Motion by Kell, second by Nichols to adopt the second reading of ORDINANCE 15091 TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA CHAPTER 156: ZONING FOR PARKING, LOADING AND STACKING. Motion carried 6-0.

Motion by Schneider, second by Mitchell to table the first reading of 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. The council directed staff to incorporate language to allow a stand-alone concrete parking pad not connected to a driveway for storage of boats, trailers, RVs, etc. Motion carried 6-0.

Motion by Ladehoff, second by Kell to adopt the first reading of 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. Cindy Kendall, Consultant advised this amendment will allow industrial tax abatement as outlined in the Code of Iowa. Motion carried 6-0.

DISCUSSION

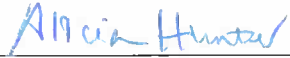
Heather Thomas, Public Works Director, presented information regarding restricted parking regulations in the downtown area. Motion by Ladehoff, second by Mitchell for staff to bring back options for a permitting system to allow for an exemption from this restriction for downtown housing residents. Motion carried 6-0.

Heather Thomas, Public Works Director, presented a preliminary plan for the reconstruction of the City Hall Parking Lot T. There is \$480,000 in general obligation bonds allocated for the project. A change order for the State Street project will be done for the concrete work. City staff will coordinate the work with adjacent property owners, along with the lighting, reset of the tornado siren, and landscaping. The council directed staff to proceed with the proposed project.

ADJOURNMENT

The meeting adjourned at 6:27 p.m.

Respectfully Submitted,



Alicia Hunter, City Clerk

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

BILL LIST 09/23/24

Buildings/Improvements

Menards/1	14.94
New.CenturyFS/1	1,459.75
SherwinWilliams/2	54.39

Consulting & Professional Fees

AMERICAN.LEGAL./1	1,021.25
Bolton&Menk.Inc/3	41,411.00
CkendallConsult/1	11,820.00
FOX Strand/1	12,508.30
Health.Partners/1	11,732.15
Iowa.One.Call/3	558.90
UofI Grant Acct/1	1,393.00

Contracts

Amrca.Test.Ctr/5	3,280.00
BDH/2	1,955.00
Bolton&Menk.Inc/2	1,132.00
City.Laundrying/2	147.56
Construct/1	381,629.04
Continental.Fir/1	340.00
EO Johnson Co/1	1.03
Handeland Grind/1	32,273.35
Hogeland.Auto.P/1	3,250.00
IAInspections/1	2,700.00
Inteconnect.Inc/1	517.50
MEDIC/1	2,500.00
Mtwn.Aviation/2	4,666.00
Prairie Waste/1	1,597.48
RDG.Planning/2	3,018.72
Safe Building/1	6,220.00
SAFETY.KLEEN/1	351.46
Schumacher.Elev/2	488.93
Sensys Gatso/1	11,865.00
Sprayer,Special/1	1,365.50
Stericycle.Inc/6	486.99
Sterling.Fire/6	817.00
Stew.Hansen.Ddg/6	103,258.00
TriTech Softwar/4	7,306.61
Veenstra & Kimm/1	5,035.15
Woodman.Control/1	139.45
Xerox Corp/1	31.42

Equipment/Minor

Ziegler/1	5,641.15
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Medical

Covenant Workpl/1	419.90
Health.Partners/9	168,527.77
Hunter Lane LLC/4	1,903.05
Unity Point-Occ/2	126.00

Payroll.Net

Payroll/1	357,559.45
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Refund/Reimbursed

Batterson,Julie/1	609.78
Francis, Sharon/1	64.48
Health.Partners/2	-218.53

Quezada,Yolanda/1	51.07
Silva, Carolina/1	185.00

Rents/Leases

Pyramid Propert/1	89.00
Schmidt,M/1	485.00

Service/Repairs

AbarrotesLaSald/2	5,376.00
Advance.Garage./7	520.00
Airgas.U.S.A./1	93.84
Appliance.Dr/2	169.90
Crescent.Electrc/1	294.00
Electric.Supply/1	8.03
Ferneau Heavy/1	1,267.50
Fexsteve Ltd Co/2	31,200.00
Gentry,S/1	21,850.00
Global Paymt/1	1,097.91
Granite Telecom/34	1,234.32
Grewell Lawn/1	1,660.00
Heart.of.Iowa/3	885.62
Ledford,M/1	1,560.00
Marsh.Co.Treas/21	5,603.00
McAtee.Tire/1	37.00
Mediacom/1	468.92
Menards/14	178.83
Mtwn.Aviation/2	170.05
Municipal Pipe/1	90,839.62
Optimal.Overhd/1	550.00
Plumb.Supply/1	250.38
Quality.Srvcs.C/1	82.50
Rainbow Carwash/5	140.95
Road Machinery/1	7,396.00
Schumacher.Elev/1	477.42
T.S.Y.S./2	137.17
Vajgrt.R/7	320.00
Webb, Carol/1	480.00

Sewer

Mtwn.Wtrwrks/9	2,820.02
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Supplies/Parts

ACOM.Solutions/1	347.21
AdlandEngraving/1	10.95
Arnold.Motor/11	1,135.22
AscendanceTruck/4	243.71
BDH/1	1,750.00
Bound.Tree.Medi/1	241.48
Browns.Shoe.Fit/1	145.00
City.Laundrying/4	122.82
Cntrl.IA.Distr/2	2,000.00
Cntrl.IA.Machin/1	565.80
Dakota Supply/2	660.00
Doll Distrib/2	2,464.00
Fastenal.Co/4	222.63
Ferneau Heavy/1	534.12
Galls.LLC/1	97.00
I.L.E.A./1	525.00

BILL LIST 09/23/24

IA.Prison.Ind/1	3,059.40
Kieslers/2	2,483.00
LatitudeSignage/1	135.00
Macqueen.Equip/1	995.14
Marsh.Co.Engr/23	21,472.67
Menards/16	463.66
Midland.Scienti/3	1,538.61
Midwest.Safety./1	217.60
Municipal.Ergenc/1	2,735.33
Napa.Auto/1	98.79
Nutrien.Ag.Sol/2	499.12
Office.Express/4	379.92
Patriot3/1	3,789.52
Plumb.Supply/1	53.09
Quality.Srvcs.C/1	135.00
Racom.Corp/1	34.50
Ray O'Herron/1	626.38
SE.Jones.Indust/1	46.50
ShoBiz,Minutema/1	44.60
Sprayer,Special/2	1,724.05
Strands/4	884.61
Thiesens.Supply/9	480.80
Titan.Machinery/1	270.00
Tri.State.Lock/1	25.00
Wilber, Matthew/1	390.00
WW.Grainger/4	730.27
Travel/Training	
Teske, Trey/1	366.75
Utilities	
Alliant.Energy/43	49,653.23
ConsumersEnergy/3	388.73
Mtwn.Aviation/1	62.50
Mtwn.Wtrwrks/23	4,473.38
WoodRiver.Enrgy/2	104.67
Wage Assignment	
American.Educa./1	64.41
Collection.Svs./5	1,228.86
Colonial.Life/1	242.28
Engel, Lucas/1	25.00
Fidelity.Securt/3	485.78
I.R.S./6	99,955.64
IA.Treasurer/2	19,476.88
ICMA457Mission/11	13,867.60
Sanabria, Elsy/1	75.00
TotalAdmin.Serv/4	6,928.51
Total/455	1,622,735.69

BILL LIST 09/23/24

Account Number	Vendor Name	Description (Item)	Amount
001.5020.5410.000	Abarrotes La Salud Inc	Res 2024-100 17 N 1st St north side facade	\$ 1,827.50
001.5020.5410.000	Abarrotes La Salud Inc	Res 2024-099/ 11-13 N 1st St north side facade	\$ 3,548.50
001.6051.5605.000	ACOM SOLUTIONS INC	2500 checks rec'd July 29th 2024	\$ 347.21
001.6010.5600.000	Adland Engraving	Name Tag - Mayor	\$ 10.95
001.1010.5410.000	Advance Garage Doors Inc	Hoop bldg garage door receivers, remotes	\$ 52.00
001.4030.5410.000	Advance Garage Doors Inc	Hoop bldg garage door receivers, remotes	\$ 78.00
110.2010.5410.000	Advance Garage Doors Inc	Hoop bldg garage door receivers, remotes	\$ 52.00
610.8015.5410.000	Advance Garage Doors Inc	Hoop bldg garage door receivers, remotes	\$ 182.00
610.8016.5410.000	Advance Garage Doors Inc	Hoop bldg garage door receivers, remotes	\$ 78.00
740.8065.5410.000	Advance Garage Doors Inc	Hoop bldg garage door receivers, remotes	\$ 52.00
750.8070.5410.000	Advance Garage Doors Inc	Hoop bldg garage door receivers, remotes	\$ 26.00
110.2010.5380.000	AIRGAS USA, LLC	Street dept rentals	\$ 93.84
001.1030.5481.000	Alliant Energy	2801 S 12th St EMG Sirens	\$ 23.94
001.2020.5481.000	Alliant Energy	NE corner S 1st Ave / Church St parking lot	\$ 32.71
001.4030.5481.000	Alliant Energy	220 N 13th St Rest room	\$ 24.54
001.4030.5481.000	Alliant Energy	N 13th St	\$ 81.56
001.4030.5481.000	Alliant Energy	Riverview Park east side	\$ 208.04
001.4030.5481.000	Alliant Energy	402 Woodland St Bath House	\$ 1,070.95
001.4030.5481.000	Alliant Energy	516 N 3rd St Elks Park	\$ 28.81
001.4030.5481.000	Alliant Energy	407 Marion St	\$ 27.76
001.4030.5481.000	Alliant Energy	801 WOODLAND ST SHOP	\$ 63.10
001.4030.5481.000	Alliant Energy	602 W Merle Hibbs Blvd	\$ 20.38
001.4030.5482.000	Alliant Energy	402 Woodland St Bath House	\$ 58.14
001.4030.5482.000	Alliant Energy	Reunion Hall	\$ 36.88
001.4030.5482.000	Alliant Energy	905 E MAIN ST PARK SHOP	\$ 36.88
001.4030.5482.000	Alliant Energy	905 E MAIN ST PARK SHOP	\$ 1,791.30
001.4030.5482.000	Alliant Energy	402 Woodland St Comm Bldg	\$ 36.88
110.2010.5481.000	Alliant Energy	2107 S Center St irrigation system	\$ 21.70
110.2030.5481.000	Alliant Energy	HWY 14 & HWY 30 St Lights	\$ 88.58
110.2030.5481.000	Alliant Energy	N 13th Street lights	\$ 124.37
110.2030.5481.000	Alliant Energy	25 N 13th St	\$ 64.16
110.2030.5481.000	Alliant Energy	207 W Main St	\$ 46.21
110.2030.5481.000	Alliant Energy	211 S 9th St Front Terrace	\$ 20.38
110.2040.5481.000	Alliant Energy	S Center St & W Berle	\$ 45.52
110.2040.5481.000	Alliant Energy	N 3rd Ave Cnr State	\$ 130.77
110.2040.5481.000	Alliant Energy	13 S 13th St cnr Main St	\$ 44.20
110.2040.5481.000	Alliant Energy	S 12TH AVE E OLIVE ST	\$ 44.44
110.2040.5481.000	Alliant Energy	S Center St North of Mall	\$ 54.39
110.2040.5481.000	Alliant Energy	W Southridge Rd Cnr Center	\$ 45.69
110.2040.5481.000	Alliant Energy	S Center St Cnr Hibbs	\$ 49.42
110.2040.5481.000	Alliant Energy	Riverside Dr cnr 3rd Ave	\$ 36.45
110.2040.5481.000	Alliant Energy	502 E Southridge Rd	\$ 21.87
610.8015.5481.000	Alliant Energy	N 3rd Ave River Sign	\$ 24.02
610.8015.5481.000	Alliant Energy	1001 Woodland St Water Pollution	\$ 34,153.74
610.8015.5481.000	Alliant Energy	JBS 402 N 10TH AVE	\$ 20.38
610.8015.5482.000	Alliant Energy	1001 WOODLAND ST DISP PLANT	\$ 2,169.13
610.8016.5481.000	Alliant Energy	608 Turner St Pump Station	\$ 234.87
610.8016.5481.000	Alliant Energy	N 22nd St	\$ 164.87
610.8016.5481.000	Alliant Energy	S 12TH AVE CNR E MAIN	\$ 135.39
610.8016.5481.000	Alliant Energy	Marion St - WPCP	\$ 125.80
610.8016.5481.000	Alliant Energy	1511 Rolling Meadows Rd	\$ 240.00
610.8016.5482.000	Alliant Energy	1001 Woodland St Shed	\$ 36.88
740.8065.5481.000	Alliant Energy	301 N 18TH AVE LIFTSTATION	\$ 7,661.47
740.8065.5481.000	Alliant Energy	N 3rd Ave - WPCP	\$ 234.87
750.8070.5481.000	Alliant Energy	901 Woodland St Compost Pile	\$ 71.79
999.1121.000	American Education Services	Wage Withholding	\$ 64.41
001.6020.5230.000	American Legal Publishing Corp	2024 S-10 Code Supplement	\$ 1,021.25
001.6050.5344.000	AMERICAN TEST CENTER INC	Annual Aerial equipment testing	\$ 310.00
110.2010.5344.000	AMERICAN TEST CENTER INC	Annual Aerial equipment testing	\$ 1,170.00
110.2030.5344.000	AMERICAN TEST CENTER INC	Annual Aerial equipment testing	\$ 470.00
110.2040.5344.000	AMERICAN TEST CENTER INC	Annual Aerial equipment testing	\$ 470.00
690.8050.5344.000	AMERICAN TEST CENTER INC	Annual Aerial equipment testing	\$ 860.00
001.1050.5410.000	Appliance Doctor	spray arm	\$ 49.95
001.1050.5410.000	Appliance Doctor	Fire dept dishwasher repair	\$ 119.95

001.1010.5565.000 Arnold Motor Supply	PD return engine oil filters	\$	(74.04)
001.1010.5565.000 Arnold Motor Supply	PD engine oil filters	\$	72.56
110.2010.5565.000 Arnold Motor Supply	Truck #9 air filters	\$	112.11
110.2010.5565.000 Arnold Motor Supply	Truck #9 oil filters	\$	68.80
110.2010.5565.000 Arnold Motor Supply	Truck #9 air filters	\$	22.42
110.2010.5565.000 Arnold Motor Supply	Street - spin filter, oil dri	\$	108.79
110.2010.5565.000 Arnold Motor Supply	Engine oil filters	\$	59.21
110.2010.5600.000 Arnold Motor Supply	Truck #9 filter wrench, floor dry	\$	24.70
110.2010.5600.000 Arnold Motor Supply	Street - floor dry	\$	13.18
110.2010.5600.000 Arnold Motor Supply	Street - astro grip gloves	\$	212.03
110.2010.5600.000 Arnold Motor Supply	Street - freon	\$	515.46
110.2010.5565.000 Ascendance Trucks - Parts	Air seat belt buckle latch	\$	164.52
110.2010.5565.000 Ascendance Trucks - Parts	Air seat belt buckle latch	\$	(164.52)
110.2010.5565.000 Ascendance Trucks - Parts	16.5 gallon sensor tank	\$	123.50
110.2010.5565.000 Ascendance Trucks - Parts	Street dept clamps and gaskets	\$	120.21
884.7010.5980.000 Batterson, Julie	insurance changes	\$	609.78
001.1010.5344.000 BDH INFORMATION TECHNOLOGY LLC	PD replace cellular failover modem	\$	875.00
001.1010.5703.000 BDH INFORMATION TECHNOLOGY LLC	PD replace cellular failover modem	\$	1,750.00
001.6070.5347.000 BDH INFORMATION TECHNOLOGY LLC	WildcardSSLcertificate marshalltown-ia.gov11/24-26	\$	1,080.00
355.1075.5342.000 Bolton & Menk Inc	Increase for reimbursable plat fee	\$	731.50
355.1075.5342.000 Bolton & Menk Inc	Survey for 12 W Main St/14 W Main Wall Adjust	\$	400.50
364.4030.5233.000 Bolton & Menk Inc	Water Plaza Construction Contract	\$	27,636.00
364.4030.5233.000 Bolton & Menk Inc	Engineering work	\$	298.50
364.4030.5233.000 Bolton & Menk Inc	Riverview Park Phase 1 Design and Engineering	\$	13,476.50
001.1050.5630.000 Bound Tree Medical LLC	Fire dept transport chair and transfer devices	\$	241.48
001.1050.5132.000 BROWNS SHOE FIT CO	Fire dept employee boots	\$	145.00
001.4030.5600.000 CENTRAL IOWA DISTRIBUTING INC	Wasp spray, sani bags, latex gloves	\$	579.00
610.8015.5600.000 CENTRAL IOWA DISTRIBUTING INC	WPCP cleaning supplies	\$	1,421.00
110.2010.5628.000 Central Iowa Machine Shop Inc	School walk ways pavement marking stencil	\$	565.80
110.2010.5342.000 CITY LAUNDERING COMPANY	cleaning and insurance	\$	23.30
110.2010.5342.000 CITY LAUNDERING COMPANY	cleaning and insurance	\$	124.26
110.2010.5600.000 CITY LAUNDERING COMPANY	supplies	\$	20.24
110.2010.5600.000 CITY LAUNDERING COMPANY	supplies	\$	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
001.6012.5230.000 CKendall Consulting LLC	Independent Contractor Agreement 6/1-8/31	\$	11,820.00
999.1121.000 COLLECTION SERVICES CENTER	Child Support	\$	101.59
999.1121.000 COLLECTION SERVICES CENTER	Child Support	\$	102.11
999.1121.000 COLLECTION SERVICES CENTER	Child Support	\$	461.53
999.1121.000 COLLECTION SERVICES CENTER	Child Support	\$	139.77
999.1121.000 COLLECTION SERVICES CENTER	Child Support	\$	423.86
999.1133.000 COLONIAL LIFE	COLONIAL LIFE INSURANCE	\$	242.28
363.2012.5342.000 CONSTRUCT INC	STR21004 State St Reco. 8/1/24-8/31/24	\$	381,629.04
110.2030.5481.000 Consumers Energy Coop	City of Marshalltown	\$	79.78
110.2030.5481.000 Consumers Energy Coop	City of Marshalltown	\$	69.95
110.2040.5481.000 Consumers Energy Coop	City of Marshalltown	\$	239.00
001.4010.5344.000 CONTINENTAL FIRE SPRINKLER CO	Library annual inspection	\$	340.00
884.7010.5337.000 Covenant Workplace Solutions	September EAP services	\$	419.90
001.1099.5410.000 Crescent Electric Supply Co	P/F bldg hallway light replacement	\$	294.00
610.8016.5600.000 Dakota Supply Group	Sewer dept locate paint	\$	396.00
740.8065.5600.000 Dakota Supply Group	Sewer dept locate paint	\$	264.00
001.4066.5608.000 Doll Distributing LLC	Coliseum resale products	\$	1,227.10
001.4066.5608.000 Doll Distributing LLC	Coliseum resale products	\$	1,236.90
001.4010.5410.000 Electric Supply of Marshalltown	materials to move Library cafe receptacles	\$	8.03
999.1166.000 Engel, Lucas	ticket hold not adjusted	\$	25.00
184.5030.5344.000 EO Johnson Co Inc	Housing copies Contract KB-CONT3935-01	\$	1.03
110.2010.5600.000 FASTENAL COMPANY	wedge anchor	\$	93.03
690.8050.5565.000 FASTENAL COMPANY	correction of amount	\$	72.00
690.8050.5565.000 FASTENAL COMPANY	riverts	\$	(14.40)
690.8050.5565.000 FASTENAL COMPANY	Transit - rivets	\$	72.00
690.8050.5410.000 Ferneau Heavy Duty Truck Repair	Bus 191 upper control arm bushing repair	\$	1,267.50
690.8050.5565.000 Ferneau Heavy Duty Truck Repair	Bus 191 upper control arm bushing repair	\$	534.12
181.3040.5410.000 FEXSTEVE LIMITED CO	919 S 11th Ave	\$	29,200.00
181.3040.5415.000 FEXSTEVE LIMITED CO	Health Homes 919 S 11th Ave	\$	2,000.00
999.1125.000 FIDELITY SECURITY LIFE INSURANCE CO	VISION INSURANCE	\$	7.58
999.1125.000 FIDELITY SECURITY LIFE INSURANCE CO	VISION INSURANCE	\$	140.84
999.1125.000 FIDELITY SECURITY LIFE INSURANCE CO	VISION INSURANCE	\$	337.36
615.8015.5233.000 FOX Strand	WPC21001 WPCP Hdws & Dig Const Phase 8/1-8/31/24	\$	12,508.30

610.8015.5980.000 Francis, Sharon	Sewer refund -filled pool 2x	\$ 64.48
001.1010.5132.000 GALLS LLC	PD employee clothing	\$ 97.00
181.3040.5410.000 Gentry, Susan	919 S 11th Ave	\$ 21,850.00
001.4030.5215.000 Globalpayments	Park & Rec credit card fee	\$ 1,097.91
001.1010.5450.000 Granite Telecommunications LLC	land lines	\$ 215.36
001.1010.5450.000 Granite Telecommunications LLC	PD was 391.98 in June, 1043.08 in August, credit	\$ (146.55)
001.1050.5450.000 Granite Telecommunications LLC	line charge went up from 89/1/24 42.28 to 9/1	\$ (48.85)
001.1050.5450.000 Granite Telecommunications LLC	Land Lines	\$ 78.31
001.1070.5450.000 Granite Telecommunications LLC	Land Lines	\$ 19.58
001.1071.5450.000 Granite Telecommunications LLC	Land Lines	\$ 19.58
001.1075.5450.000 Granite Telecommunications LLC	Land Lines	\$ 19.58
001.4010.5450.000 Granite Telecommunications LLC	line charge went up from 8/1/24 42.28 to 9/1/24	\$ 132.23
001.4010.5450.000 Granite Telecommunications LLC	Land Lines	\$ 39.16
001.4030.5450.000 Granite Telecommunications LLC	Land Lines	\$ 39.16
001.4040.5450.000 Granite Telecommunications LLC	Land Lines	\$ 19.58
001.4045.5450.000 Granite Telecommunications LLC	Land Lines	\$ 19.58
001.4065.5450.000 Granite Telecommunications LLC	line charge went up from 8/1/24 42.28 to 9/1/24	\$ 132.23
001.4065.5450.000 Granite Telecommunications LLC	Land Lines	\$ 19.58
001.6010.5450.000 Granite Telecommunications LLC	Land Lines	\$ 19.58
001.6012.5450.000 Granite Telecommunications LLC	Land Lines	\$ 19.58
001.6020.5450.000 Granite Telecommunications LLC	Land Lines	\$ 19.58
001.6021.5450.000 Granite Telecommunications LLC	Land Lines	\$ 78.29
001.6025.5450.000 Granite Telecommunications LLC	Land Lines	\$ 19.58
110.2010.5450.000 Granite Telecommunications LLC	line charge went up from 8/1/24 42.28 to 9/1/24	\$ 66.12
110.2010.5450.000 Granite Telecommunications LLC	Land Lines	\$ 19.58
110.2040.5450.000 Granite Telecommunications LLC	Land Lines	\$ 19.58
110.2060.5450.000 Granite Telecommunications LLC	Land Lines	\$ 19.58
181.3040.5450.000 Granite Telecommunications LLC	Land Lines	\$ 39.16
184.5030.5450.000 Granite Telecommunications LLC	Land Lines	\$ 19.58
610.8015.5450.000 Granite Telecommunications LLC	Land Lines	\$ 58.73
610.8015.5450.000 Granite Telecommunications LLC	line charge went up from 8/1/24 42.28 to 9/1/24	\$ 66.21
610.8016.5450.000 Granite Telecommunications LLC	Land Lines	\$ 23.50
610.8016.5450.000 Granite Telecommunications LLC	line charge went up from 8/1/24 42.28 to 9/1/24	\$ 39.73
690.8050.5450.000 Granite Telecommunications LLC	Land Lines	\$ 19.58
690.8050.5450.000 Granite Telecommunications LLC	line charge went up from 8/1/24 42.28 to 9/1/24	\$ 66.11
740.8065.5450.000 Granite Telecommunications LLC	line charge went up from 8/1/24 42.28 to 9/1/24	\$ 26.48
740.8065.5450.000 Granite Telecommunications LLC	Land Lines	\$ 15.66
750.8070.5450.000 Granite Telecommunications LLC	Land Lines	\$ 19.58
610.8015.5386.000 Grewell Lawn & Snow Removal Services LLC	WPCP August '24 mowing	\$ 1,660.00
750.8070.5342.000 Handeland Grinding	2024 Grin. & Disp. of Wood Material 4/3/24-7/27/24	\$ 32,273.35
884.6021.4875.000 Health Partners	stop loss/ credits	\$ (32.84)
884.6021.4875.000 Health Partners	stop loss/ credits	\$ (185.69)
884.7010.5230.000 Health Partners	September fees and premiums	\$ 11,732.15
884.7010.5337.000 Health Partners	September fees and premiums	\$ 27,689.46
884.7010.5339.000 Health Partners	Claims 8/15-8/21	\$ 33,351.91
884.7010.5339.000 Health Partners	Claims 8/15-8/21	\$ 2,032.45
884.7010.5339.000 Health Partners	Claims 8/22-8/28	\$ 24,291.51
884.7010.5339.000 Health Partners	Claims 8/29-9/04	\$ 47,049.27
884.7010.5339.000 Health Partners	Claims 08/29-09/04	\$ 2,200.58
884.7010.5339.000 Health Partners	Claims 08/22-08/28	\$ 4,897.02
884.7010.5339.000 Health Partners	Claims 9/05-9/11	\$ 22,841.97
884.7010.5339.000 Health Partners	Claims 9/05-9/11	\$ 4,173.60
610.8015.5450.000 HEART OF IOWA COMMUNICATIONS CO-OP	WPCP/ PW Direct connect internet Sept 2024	\$ 442.81
610.8016.5450.000 HEART OF IOWA COMMUNICATIONS CO-OP	WPCP/ PW Direct connect internet Sept 2024	\$ 265.69
740.8065.5450.000 HEART OF IOWA COMMUNICATIONS CO-OP	WPCP/ PW Direct connect internet Sept 2024	\$ 177.12
881.1010.5339.000 Hunter Lane LLC	paid medical claims	\$ 20.87
881.1010.5339.000 Hunter Lane LLC	paid medical claims	\$ 16.79
881.1050.5339.000 Hunter Lane LLC	paid medical claims	\$ 694.07
881.1050.5339.000 Hunter Lane LLC	paid medical claims	\$ 1,171.32
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	\$ 127.92
999.1131.000 ICMA 457-Mission Square Retirement	Mission Square Retirement - Plan #705230	\$ 1,075.00
999.1131.000 ICMA 457-Mission Square Retirement	Mission Square Retirement - Plan #705230	\$ 965.00
999.1131.000 ICMA 457-Mission Square Retirement	Mission Square Retirement - Plan #303417	\$ 1,118.62
999.1131.000 ICMA 457-Mission Square Retirement	ICMA DEFERRED COMP	\$ 180.00
999.1131.000 ICMA 457-Mission Square Retirement	Mission Square Retirement - Plan #303417ICMA DEF C	\$ 4,967.23
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
001.1010.5460.000	ILEA	Patrol rifle instructor course	\$ 525.00
001.1099.5342.000	Inteconnect Inc	P&F Bldg lobby intercom repair	\$ 517.50
999.1101.000	INTERNAL REVENUE SERVICE	Bi-Weekly Federal Taxes	\$ 19,171.07
999.1101.000	INTERNAL REVENUE SERVICE	Bi-Weekly Federal Taxes	\$ 30,364.69
999.1103.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Social Security	\$ 6,512.64
999.1103.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Social Security	\$ 28,991.92
999.1107.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Medicare	\$ 5,242.96
999.1107.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Medicare	\$ 9,672.36
001.1050.5342.000	Iowa Inspections	Commerical Fire inspections	\$ 2,700.00
110.2040.5230.000	IOWA ONE CALL	Utility div IA one call charges	\$ 50.40
610.8016.5230.000	IOWA ONE CALL	Sewer dept locates	\$ 305.10
740.8065.5230.000	IOWA ONE CALL	Sewer dept locates	\$ 203.40
110.2010.5626.000	IOWA PRISON INDUSTRIES	Sign shop materials	\$ 3,059.40
151.1010.5718.000	KIESLER'S	PD dept Glock pistols	\$ 6,253.00
151.1010.5718.000	KIESLER'S	Trade ins	\$ (3,770.00)
001.1010.5702.000	Latitude Signage + Design	6-1/2"x8-1/2" dark gray window sign	\$ 135.00
110.2010.5352.000	LEDFORD, MARVIN	Tree and Stump Removal ROW August 2024	\$ 1,560.00
750.8070.5342.000	LHogeland Auto Plaza LLC	Compost scrap taken to landfill	\$ 3,250.00
110.2070.5565.000	MACQUEEN EQUIPMENT	Street sweeper parts	\$ 995.14
001.1010.5570.000	Marshall County Engineer	Fuel purchases	\$ 7,530.00
001.1050.5570.000	Marshall County Engineer	Fuel purchases	\$ 189.32
001.1050.5571.000	Marshall County Engineer	Fuel purchases	\$ 827.69
001.1071.5570.000	Marshall County Engineer	Fuel purchases	\$ 52.99
001.1075.5570.000	Marshall County Engineer	Fuel purchases	\$ 33.02
001.1075.5570.000	Marshall County Engineer	Fuel purchases	\$ 61.94
001.2020.5570.000	Marshall County Engineer	Fuel purchases	\$ 114.90
001.4030.5570.000	Marshall County Engineer	Fuel purchases	\$ 1,003.11
001.4030.5571.000	Marshall County Engineer	Fuel purchases	\$ 478.89
001.6050.5570.000	Marshall County Engineer	Fuel purchases	\$ 147.70
110.2010.5570.000	Marshall County Engineer	Fuel purchases	\$ 864.05
110.2010.5571.000	Marshall County Engineer	Fuel purchases	\$ 2,543.18
110.2040.5570.000	Marshall County Engineer	Fuel purchases	\$ 359.40
110.2060.5570.000	Marshall County Engineer	Fuel purchases	\$ 235.36
110.2070.5571.000	Marshall County Engineer	Fuel purchases	\$ 300.43
610.8015.5570.000	Marshall County Engineer	Fuel purchases	\$ 271.60
610.8016.5570.000	Marshall County Engineer	Fuel purchases	\$ 527.89
610.8016.5571.000	Marshall County Engineer	Fuel purchases	\$ 156.36
690.8050.5570.000	Marshall County Engineer	Fuel purchases	\$ 288.06
690.8050.5571.000	Marshall County Engineer	Fuel purchases	\$ 4,915.85
740.8065.5570.000	Marshall County Engineer	Fuel purchases	\$ 351.92
740.8065.5570.000	Marshall County Engineer	Fuel purchases	\$ 114.77
740.8065.5571.000	Marshall County Engineer	Fuel purchases	\$ 104.24
001.1075.5440.000	Marshall County Treasurer	915 S Center St	\$ 461.00
001.1075.5440.000	Marshall County Treasurer	919 S Center St	\$ 263.00
001.1075.5440.000	Marshall County Treasurer	908 S 9th Ave	\$ 236.00
001.5020.5440.000	Marshall County Treasurer	17.83 acres Edgewood Industrial Park add outlot A	\$ 133.00
001.5020.5440.000	Marshall County Treasurer	10.84 acres 602 Edgewood Industrial Park lot 1	\$ 220.00
001.5020.5440.000	Marshall County Treasurer	702 Edgewood - Industrial Park lot 2	\$ 165.00
001.5020.5440.000	Marshall County Treasurer	5.03 acres Edgewood Industrial Prk addLot Astreet	\$ 102.00
001.5020.5440.000	Marshall County Treasurer	601 Edgewood St Industrial Park addition lot 3	\$ 96.00
001.5020.5440.000	Marshall County Treasurer	701 Edgewood St Industrial Park Addition lot 4	\$ 98.00
001.5020.5440.000	Marshall County Treasurer	705 Edgewood St Industrial Park lot 5	\$ 96.00
001.5020.5440.000	Marshall County Treasurer	815 N 8th Ave Edgewood Industrial Park Add lot 7	\$ 55.00
001.5020.5440.000	Marshall County Treasurer	718 N 8th Ave Edgewood Industrial Park Add lot 6	\$ 144.00
001.5020.5440.000	Marshall County Treasurer	715 N 8th Ave Edgewood Industrial Park Add lot 8	\$ 36.00
001.5020.5440.000	Marshall County Treasurer	8.68 Acres Edgewood Industrial Park Add outlot B	\$ 149.00
001.5020.5440.000	Marshall County Treasurer	Creekside Estate Addition Lot A Blk 1	\$ 56.00
355.1075.5440.000	Marshall County Treasurer	501 N 1st Ave	\$ 139.00
610.8015.5440.000	Marshall County Treasurer	40 acres leased farm property NE NW	\$ 523.00
610.8015.5440.000	Marshall County Treasurer	15.90 acres leased farm property SE NW	\$ 203.00
610.8015.5440.000	Marshall County Treasurer	37.34 acres leased farm property W 2/3 of W 1/2	\$ 399.00
610.8015.5440.000	Marshall County Treasurer	95.53 acres @ Marion St & N 18th Ave	\$ 1,928.00
610.8015.5440.000	Marshall County Treasurer	6.72 acres farmland	\$ 101.00
001.2080.5342.000	MARSHALLTOWN AVIATION INC	Airport Monthly Services -Management	\$ 2,583.00
001.2080.5344.000	MARSHALLTOWN AVIATION INC	Airport Monthly Services -Airfield Maintenance	\$ 2,083.00
001.2080.5410.000	MARSHALLTOWN AVIATION INC	Airport Monthly Services -Heart of Iowa	\$ 140.00

001.2080.5450.000 MARSHALLTOWN AVIATION INC	Airport Monthly Services -internet	\$	30.05
001.2080.5481.000 MARSHALLTOWN AVIATION INC	Airport Monthly Services -Electrical services	\$	62.50
001.1099.5483.000 Marshalltown Water Works	Police & Fire dept water and storm sewer	\$	77.99
001.1099.5483.000 Marshalltown Water Works	Water	\$	27.24
001.1099.5485.000 Marshalltown Water Works	Police & Fire dept water and storm water	\$	4.20
001.1099.5485.000 Marshalltown Water Works	Storm water	\$	13.72
001.1099.5488.000 Marshalltown Water Works	Sewer	\$	26.43
001.4030.5483.000 Marshalltown Water Works	Riverview Log Cabin restrooms	\$	39.99
001.4030.5483.000 Marshalltown Water Works	Riverview Park water	\$	27.71
001.4030.5483.000 Marshalltown Water Works	City RV Dump water	\$	1,952.60
001.4030.5483.000 Marshalltown Water Works	Water	\$	54.47
001.4030.5483.000 Marshalltown Water Works	City Parking lot green space-222 N 13th St	\$	38.60
001.4030.5483.000 Marshalltown Water Works	City Park- Community Bldg	\$	153.58
001.4030.5485.000 Marshalltown Water Works	Riverview Log Cabin restrooms	\$	4.20
001.4030.5485.000 Marshalltown Water Works	Riverview Park storm water	\$	4.20
001.4030.5485.000 Marshalltown Water Works	City RV dump storm water	\$	214.20
001.4030.5485.000 Marshalltown Water Works	Storm water	\$	27.43
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	\$	79.60
001.4030.5488.000 Marshalltown Water Works	Riverview Log Cabin restrooms	\$	53.00
001.4030.5488.000 Marshalltown Water Works	Riverview Park sewer	\$	40.32
001.4030.5488.000 Marshalltown Water Works	City RV Dump sewer	\$	2,027.91
001.4030.5488.000 Marshalltown Water Works	Sewer	\$	52.85
001.4030.5488.000 Marshalltown Water Works	City Park- Community Bldg	\$	170.29
110.2010.5483.000 Marshalltown Water Works	Water	\$	217.86
110.2010.5485.000 Marshalltown Water Works	Storm water	\$	109.70
110.2010.5488.000 Marshalltown Water Works	Sewer	\$	211.40
110.2040.5483.000 Marshalltown Water Works	Water	\$	27.23
110.2040.5485.000 Marshalltown Water Works	Storm water	\$	13.71
110.2040.5488.000 Marshalltown Water Works	Sewer	\$	26.42
610.8015.5483.000 Marshalltown Water Works	WPCP Plant water usage August 24	\$	997.95
690.8050.5483.000 Marshalltown Water Works	Water	\$	217.86
690.8050.5485.000 Marshalltown Water Works	Storm water	\$	109.70
690.8050.5488.000 Marshalltown Water Works	Sewer	\$	211.40
001.1010.5410.000 MCATEE TIRE SALES & SERVICE INC	PD tire repair	\$	37.00
001.1099.5450.000 MEDIACOM	Police & Fire internet 9/13-10/12	\$	468.92
121.5030.5331.000 MEDIC	Home Buyer Incentive	\$	2,500.00
001.1010.5410.000 MENARDS	Material repair Hoop buildings	\$	1.20
001.1050.5600.000 MENARDS	Fire- hose clamp and vinyl tubing	\$	13.00
001.1099.5410.000 MENARDS	P & F Bldg restroom toilet repair	\$	3.17
001.1099.5410.000 MENARDS	P & F Bldg concrete joint repair	\$	48.72
001.1099.5410.000 MENARDS	P & F Bldg concrete joint repair	\$	18.62
001.1099.5410.000 MENARDS	P & F Bldg concrete joint repair	\$	60.60
001.1099.5611.000 MENARDS	Fire dept 4'x6' flags	\$	89.98
001.4030.5410.000 MENARDS	Material repair Hoop buildings	\$	1.79
001.4030.5410.000 MENARDS	Riverview Park replacement light bulbs	\$	79.95
001.4030.5600.000 MENARDS	PW Bldg custodial supplies	\$	3.92
001.4030.5600.000 MENARDS	Parks dept batteries	\$	8.75
001.4030.5600.000 MENARDS	Parks gorilla brush	\$	5.64
001.4030.5611.000 MENARDS	Parks dept waterproof connector	\$	14.98
001.4045.5600.000 MENARDS	Aquatic Center storage containers	\$	9.24
001.6050.5718.000 MENARDS	City Hall microwave, string line	\$	69.99
001.6051.5410.000 MENARDS	return roof repair materials	\$	(47.99)
001.6051.5410.000 MENARDS	Carnegie bldg light bulbs, materials	\$	3.78
001.6051.5600.000 MENARDS	Carnegie bldg light bulbs, materials	\$	31.98
110.2010.5410.000 MENARDS	Material repair Hoop buildings	\$	1.20
110.2010.5600.000 MENARDS	PW Bldg custodial supplies	\$	18.29
110.2010.5718.000 MENARDS	I beam, speed square, magnetic hook	\$	54.66
110.2030.5718.000 MENARDS	City Hall microwave, string line	\$	6.49
140.4030.5600.000 MENARDS	Tunnel light materials	\$	83.92
363.2010.5600.000 MENARDS	concrete mix and gloves	\$	28.92
363.2012.5776.000 MENARDS	Coliseum flag pole relocate materials	\$	14.94
610.8015.5410.000 MENARDS	Material repair Hoop buildings	\$	4.20
610.8016.5410.000 MENARDS	Material repair Hoop buildings	\$	1.79
690.8050.5565.000 MENARDS	Bus #181 strap brackets	\$	19.98
690.8050.5600.000 MENARDS	PW Bldg custodial supplies	\$	3.92
740.8065.5410.000 MENARDS	Material repair Hoop buildings	\$	1.20
750.8070.5410.000 MENARDS	Material repair Hoop buildings	\$	0.60

610.8015.5603.000 MIDLAND SCIENTIFIC INC	Lab - latex gloves	\$ 183.37
610.8015.5603.000 MIDLAND SCIENTIFIC INC	Lab - nitrate module	\$ 345.10
610.8015.5603.000 MIDLAND SCIENTIFIC INC	Lab- THGA contact cylinders	\$ 1,010.14
610.8015.5600.000 MIDWEST SAFETY COUNSELORS INC	WPCP Cablibration gas	\$ 217.60
156.1050.5718.000 MUNICIPAL EMERGENCY SERVICES INC	Fire dept Rapid attack monitor	\$ 2,735.33
616.8016.5348.000 Municipal Pipe Tool Co	SAN21001 2020 San Sewer CIPP 6/26/24-9/9/24	\$ 90,839.62
690.8050.5565.000 NAPA AUTO PARTS	Bus 011 hose fittings	\$ 98.79
312.2080.5776.000 NEW CENTURY FS INC	LP meter for Maintenance hangar	\$ 1,459.75
001.1050.5571.000 NUTRIEN AG SOLUTIONS INC	Fire dept DEF Fluid	\$ 137.50
690.8050.5565.000 NUTRIEN AG SOLUTIONS INC	Transit DEF fluid	\$ 361.62
001.6012.5702.000 OFFICE EXPRESS	Office Chair - Carol Webb	\$ 249.00
001.6021.5605.000 OFFICE EXPRESS	Stapler for Finance director	\$ 8.17
001.6021.5605.000 OFFICE EXPRESS	Ergo wireless keyboard Finance director	\$ 49.00
001.6900.5600.000 OFFICE EXPRESS	Non Window envelopes 5 boxes	\$ 73.75
001.4030.5410.000 OPTIMAL OVERHEAD DOORS & OPENERS LLC	Red Barn Woodland St door repair	\$ 550.00
001.1010.5718.000 Patriot3	PD Ballistic shields	\$ 3,789.52
Payroll Payroll	Payroll 19	\$ 357,559.45
001.6050.5718.000 Plumb Supply	tools to use on buildings	\$ 53.09
140.4030.5410.000 Plumb Supply	Parks toilet and bowl ring	\$ 250.38
610.8015.5342.000 Prairie Waste Solutions	WPCP screeing removal August 24	\$ 1,597.48
184.5030.5242.000 Pyramid Property Solutions Inc	rent assistance	\$ 89.00
110.2010.5410.000 QUALITY SERVICES CORPORATION	Street #49 service call DEF tank level sensor	\$ 82.50
110.2010.5565.000 QUALITY SERVICES CORPORATION	Street #49 service call DEF tank lelvel sensor	\$ 135.00
610.8015.5980.000 Quezada, Yolanda	Sewer refund -filled pool	\$ 51.07
001.1010.5718.000 RACOM CORPORATION	PD surveillance listen only ear piece	\$ 34.50
001.1010.5410.000 Rainbow Carwash LLC	PW Bldg wash bay repairs	\$ 7.05
001.1050.5410.000 Rainbow Carwash LLC	PW Bldg wash bay repairs	\$ 7.05
001.4030.5410.000 Rainbow Carwash LLC	PW Bldg wash bay repairs	\$ 14.09
110.2010.5410.000 Rainbow Carwash LLC	PW Bldg wash bay repairs	\$ 56.38
690.8050.5410.000 Rainbow Carwash LLC	PW Bldg wash bay repairs	\$ 56.38
001.1010.5718.000 Ray O'Herron	solar charging sights for guns	\$ 626.38
132.5020.5342.000 RDG Planning & Design	Increase	\$ 2,959.17
132.5020.5342.000 RDG Planning & Design	Downtown Facade Improvements	\$ 59.55
110.2050.5380.000 Road Machinery and Supplies	Conveyor belt rental for road salt	\$ 7,396.00
001.1071.5342.000 Safe Building	Rental Inspection Services Agreement FY23/24 Aug24	\$ 6,220.00
110.2010.5342.000 SAFETY KLEEN SYSTEMS INC	Dura patch waste oil pickup	\$ 351.46
999.1166.000 Sanabria, Elsy	parking ticket	\$ 75.00
184.5030.5242.000 Schmidt, Michael T	rent assistance	\$ 485.00
001.4065.5410.000 SCHUMACHER ELEVATOR COMPANY	Coliseum quarterly elevator maintenance	\$ 477.42
001.6050.5344.000 SCHUMACHER ELEVATOR COMPANY	City Hall Elevator Maintenance	\$ 243.23
001.6051.5344.000 SCHUMACHER ELEVATOR COMPANY	Carnegie Bldg elevator	\$ 245.70
110.2010.5718.000 SE Jones Industries Inc	Street - rachet and sockets	\$ 46.50
001.1011.5342.000 Sensys Gatso USA Inc.	Sensys Gatso ATE Tickets PD	\$ 11,865.00
110.2010.5776.000 SHERWIN WILLIAMS COMPANY	PW Bldg lobby paint and materials	\$ 27.20
690.8050.5776.000 SHERWIN WILLIAMS COMPANY	PW Bldg lobby paint and materials	\$ 27.19
001.1050.5600.000 Sho Biz Inc dba Minuteman	Fire dept note pads	\$ 44.60
001.4030.5980.000 Silva, Carolina	Park bldg rental	\$ 185.00
110.2010.5600.000 SPRAYER SPECIALTIES INC	Brine trailer hydraulic pump, flusher truck parts	\$ 641.89
110.2010.5600.000 SPRAYER SPECIALTIES INC	Street- T-Bolts, deice boom, valves	\$ 1,082.16
110.2050.5750.000 SPRAYER SPECIALTIES INC	Brine trailer hydraulic pump, flusher truck parts	\$ 1,365.50
001.1010.5344.000 Stericycle Inc	PD shredding services	\$ 81.05
001.1010.5344.000 Stericycle Inc	PD shredding services	\$ 83.13
001.1010.5344.000 Stericycle Inc	PD shredding services	\$ 182.20
184.5030.5344.000 Stericycle Inc	Housing services	\$ 45.80
184.5030.5344.000 Stericycle Inc	Housing services	\$ 45.80
184.5030.5344.000 Stericycle Inc	Housing services	\$ 49.01
110.2010.5344.000 STERLING FIRE & SAFETY INC	Hoop Storage Bldgs annual inspections	\$ 63.00
110.2040.5344.000 STERLING FIRE & SAFETY INC	Hoop Storage Bldgs annual inspections	\$ 14.00
610.8015.5344.000 STERLING FIRE & SAFETY INC	WPCP annual fire extinguisher inspections	\$ 311.00
610.8015.5344.000 STERLING FIRE & SAFETY INC	Hoop Storage Bldgs annual inspections	\$ 240.00
610.8016.5344.000 STERLING FIRE & SAFETY INC	Sewer dept annual inspections	\$ 113.40
740.8065.5344.000 STERLING FIRE & SAFETY INC	Sewer dept annual inspections	\$ 75.60
030.1010.5750.000 STEW HANSEN'S DODGE CITY	CIP MPD Vehicle 1C4RDJFG6RC204965	\$ 39,836.00
030.1010.5750.000 STEW HANSEN'S DODGE CITY	CIP MPD TRADE Vehicle 1FM5K8AW5LGA97043	\$ (5,500.00)
030.1010.5750.000 STEW HANSEN'S DODGE CITY	CIP MPD Vehicle 1C4RDJFG2RC204963	\$ 39,836.00
030.1010.5750.000 STEW HANSEN'S DODGE CITY	CIP MPD Trade Vehicle 1FM5K8AR0HGD57656	\$ (4,250.00)
030.1010.5750.000 STEW HANSEN'S DODGE CITY	CIP MPD Vehicle 1C4RDJFG4RC204964	\$ 39,836.00
030.1010.5750.000 STEW HANSEN'S DODGE CITY	CIP MPD Trade Vehicle 1FM5K8AW3LGA97042	\$ (6,500.00)

001.4045.5600.000 Strands	Parks supplies	\$	164.43
140.4030.5611.000 Strands	Parks supplies	\$	63.78
140.4030.5611.000 Strands	Parks paint	\$	238.08
740.8065.5600.000 Strands	MS4 Education/Outreach -no dumping paint	\$	418.32
001.1010.5472.000 Teske, Trey	Hawkeye Police Academy 8/12-9/13	\$	366.75
110.2010.5132.000 THEISENS SUPPLY INC	Street dept employee clothing	\$	69.95
110.2010.5132.000 THEISENS SUPPLY INC	Street employee taxable clothing	\$	190.97
110.2010.5570.000 THEISENS SUPPLY INC	50:1 premixed fuel	\$	53.98
110.2010.5600.000 THEISENS SUPPLY INC	spray paint and square side wind jack	\$	5.99
110.2010.5600.000 THEISENS SUPPLY INC	Street dept batteries	\$	39.96
110.2010.5600.000 THEISENS SUPPLY INC	Southridge gate hitch pins	\$	9.98
110.2010.5718.000 THEISENS SUPPLY INC	spray paint and square side wind jack	\$	99.99
610.8016.5600.000 THEISENS SUPPLY INC	Sewer dept paper towels	\$	5.99
740.8065.5600.000 THEISENS SUPPLY INC	Sewer dept paper towels	\$	3.99
110.2010.5565.000 TITAN MACHINERY, INC.	Puma 215 PTO shaft	\$	270.00
999.1128.000 TOTAL ADMINISTRATIVE SERVICE CORP.	FLEX HEALTH BENEFITS	\$	833.29
999.1128.000 TOTAL ADMINISTRATIVE SERVICE CORP.	FLEX HEALTH BENEFITS	\$	5,111.90
999.1129.000 TOTAL ADMINISTRATIVE SERVICE CORP.	FLEX DEP CARE BENEFITS	\$	208.33
999.1129.000 TOTAL ADMINISTRATIVE SERVICE CORP.	FLEX DEP CARE BENEFITS	\$	774.99
999.1102.000 TREASURER STATE OF IOWA	Bi-Weekly Payroll SIT	\$	7,219.43
999.1102.000 TREASURER STATE OF IOWA	Bi-Weekly Payroll SIT	\$	12,257.45
110.2010.5600.000 TRI STATE LOCK SERVICE	Street dept padlock	\$	25.00
001.1010.5347.000 TriTech Software Systems	CAD PS Pro fee credit 10/5/22-10/27/23	\$	(47.84)
001.1010.5347.000 TriTech Software Systems	CAD PS Pro fee 10/28/23-10/27/24	\$	(211.76)
610.8016.5347.000 TriTech Software Systems	Asset Management Software 1/1/25-12/31/25	\$	4,539.73
740.8065.5347.000 TriTech Software Systems	Asset Management Software 1/1/25-12/31/25	\$	3,026.48
001.4010.5215.000 TSYS	Library credit card transaction fees	\$	48.88
001.6021.5215.000 TSYS	Finance credit card transaction fees	\$	88.29
001.4030.5339.000 Unity Point- Occupational Medicine	August random testing	\$	42.00
690.8050.5339.000 Unity Point- Occupational Medicine	August random testing	\$	84.00
363.2010.5230.000 University of Iowa Grant Accounting	Historic Assess for Center St Viaduct 6/7-9/14/24	\$	1,393.00
001.1010.5380.000 Vajgrt, Roger	Forklift rental for hoop building	\$	32.00
001.4030.5380.000 Vajgrt, Roger	Forklift rental for hoop building	\$	48.00
110.2010.5380.000 Vajgrt, Roger	Forklift rental for hoop building	\$	32.00
610.8015.5380.000 Vajgrt, Roger	Forklift rental for hoop building	\$	112.00
610.8016.5380.000 Vajgrt, Roger	Forklift rental for hoop building	\$	48.00
740.8065.5410.000 Vajgrt, Roger	Forklift rental for hoop building	\$	32.00
750.8070.5380.000 Vajgrt, Roger	Forklift rental for hoop building	\$	16.00
001.1070.5342.000 Veenstra & Kimm Inc	Building Inspection/Trade Permit Ser. Agr. FY23/24	\$	5,035.15
001.6012.5450.000 Webb, Carol	Sept 2024-Sept 2025 annual cell service	\$	480.00
001.1010.5460.000 Wilber, Matthew	Courtroom demeanor/ testimony training	\$	390.00
001.6050.5344.000 WOODMAN CONTROLS CO	Utility access HVAC controls	\$	139.45
110.2010.5482.000 WoodRiver Energy LLC	905 E Main St	\$	62.80
690.8050.5482.000 WoodRiver Energy LLC	905 E Main St	\$	41.87
001.4045.5611.000 WW GRAINGER	Aquatic Ctr winterization materials	\$	34.46
110.2030.5565.000 WW GRAINGER	Digger replacement strap	\$	10.34
110.2040.5565.000 WW GRAINGER	Digger replacement strap	\$	10.35
140.4030.5600.000 WW GRAINGER	6th St viaduct tunnel lights	\$	675.12
610.8015.5344.000 Xerox Corp	WPCP Xerox & Copies August 24	\$	31.42
610.8016.5412.000 Ziegler Inc	Turner St station lift repair C-9	\$	5,641.15
TOTAL		\$	1,622,735.69

BUILDING REPORT FOR THE MONTH OF AUGUST 2024

MARSHALLTOWN

— I O W A —

PERMIT NUMBER	OWNER OF IMPROVEMENT	LOCATION OF IMPROVEMENT	TYPE OF IMPROVEMENT	NEW DWELLING	ALTER DWELLING	MINOR RES. BUILDING	COMMERCIAL IMPROVEMENT	FEE
BLDC-009852-2024	Win Kyaw	11 E State St	Acc Structure				\$67,600.00	\$759.00
BLDC-010068-2024	Marshalltown Schools	220 E Main St	Residential Alteration		\$4,030.00			\$103.00
BLDC-010088-2024	Justin Hazen	1803 S Center St	Addition		\$12,740.00			\$215.00
BLDC-010147-2024	Members 1st CU	104 W Anson St	Alteration				\$34,087.35	\$483.00
BLDR-009937-2024	Gomez Rivera	515 Woodbury St	Residential Alteration		\$55,865.00			\$675.00
BLDR-010005-2024	Jose D Torres	1611 W Main St	Residential Addition		\$9,280.00			\$173.00
BLDR-010082-2024	New Era Dev	812 Woodside Dr	New SF House	\$372,637.00				\$3,698.00
BLDR-010085-2024	Jose Ramon Regalado	810 Woodside Dr	New SF House	\$427,962.00				\$4,028.00
BLDR-010112-2024	Alfreda Emery	118 N 1st St	Residential Addition		\$5,600.00			\$117.00
BLDC-010116-2024	Java Marshalltown Coffee	3109 S Center St	Bldg				\$94,435.32	\$1,098.00
BLDR-010135-2024	James Heddens Trust	508 N 5th St	Alteration		\$9,623.00			\$173.00
BLDC-009689-2024	IVCCD	3700 S Center St	Accessory Structure				\$64,128.00	\$738.00
BLDR-010203-2024	Rigocerto Alcala	412 Swayze St	Accessory Structure		\$33,600.00			\$473.00
BLDR-010126-2024	Premier Bldg of IA	1101 S 7th Ave	Accessory Structure		\$8,400.00			\$159.00
BLDR-009970-2024	Javier Ibarra	409 E State St	Structure		\$21,840.00			\$341.00
BLDR-010231-2024	Emiliano Medina	108 N 10th Ave	Residential Addition		\$42,846.00			\$563.00
BLDR-010240-2024	Joaquin Ortiz	910 S 6th Ave	Accessory Structure		\$23,520.00			\$369.00
BLDR-010244-2024	Angel Regaoado	405 W South St	Roof		\$4,860.00			\$103.00
BLDR-010126-2024	Premier Bldg of IA	1101 S 7th Ave	Residential Addition		\$8,400.00			\$159.00
			TOTALS:	\$800,599.00	\$240,604.00	\$0.00	\$260,250.67	\$14,427.00
			TOTAL IMPROVEMENT AMOUNT: \$1,301,453.67					
				Units	Permits	Permits	Permits	Demo Permits
# OF PERMITS:				2	2	13	0	4
								0

*Work started without a permit - fee is doubled

TRADE PERMIT REPORT FOR THE MONTH OF AUGUST 2024

MARSHALLTOWN IOWA

PERMIT NUMBER	LOCATION OF IMPROVEMENT	RESIDENTIAL/ COMMERCIAL	PERMIT TYPE (ELEC., PLUMB., MECH. OR SOLAR)	VALUATION	FEE		
ELEC-010222-2024	104 W. Anson St	Commercial	Electrical	22,000.00	\$ 155.00		
ELER-010081-2024	11 N 10th Ave	Residential	Solar		\$ 95.00		
ELER-010109-2024	705 Circle Dr	Residential	Electrical		\$ 85.00		
ELER-010114-2024	1303 S 1st Ave	Residential	Solar		\$ 95.00		
ELER-010131-2024	210 N 16th St	Residential	Solar		\$ 95.00		
ELER-010170-2024	203 Thomas Dr	Residential	Electrical		\$ 85.00		
ELER-010187-2024	104 Bohen St	Residential	Solar		\$ 95.00		
ELER-010197-2024	408 S 3rd St	Residential	Electrical		\$ 85.00		
ELER-010202-2024	109 N 10th st	Residential	Electrical		\$ 85.00		
ELER-010206-2024	1005 May St	Residential	Solar		\$ 95.00		
ELER-010207-2024	705 Ratcliffe Dr	Residential	Solar		\$ 95.00		
ELER-010208-2024	1001 Henry Dr	Residential	Solar		\$ 95.00		
ELER-010221-2024	405 Park St	Residential	Solar		\$ 95.00		
ELER-010225-2024	701 N 4th Ave	Residential	Electrical		\$ 85.00		
ELER-010234-2024	201 E Anson St	Residential	Electrical	3,500.00	\$ 65.00		
ELER-010238-2024	523 N 2nd St	Residential	Electrical	300.00	\$ 85.00		
ELER-010241-2024	1205 W Main St	Residential	Solar		\$ 95.00		
ELER-010247-2024	1608 Crestview Dr	Residential	Electrical		\$ 85.00		
ELER-010254-2024	506 S 6th St	Residential	Solar		\$ 95.00		
MECH-010140-2024	701 N 4th Ave	Residential	Mechanical		\$ 62.00		
MECH-010141-2024	401 W State St Apt1	Residential	Mechanical		\$ 62.00		
MECH-010149-2024	310 Columbus Dr	Commercial	Mechanical	7,000.00	\$ 80.00		
MECH-010154-2024	220 W Main St	Commercial	Mechanical		\$ 225.00		
MECH-010193-2024	220 E Main St	Commercial	Mechanical	14,500.00	\$ 120.00		
MECH-010233-2024	508 N 3rd St	Residential	Mechanical		\$ 62.00		
PLMC-010251-2024	109 E Main St	Commercial	Plumbing	3,000.00	\$ 60.00		
PLMR-010138-2024	412 Thomas Dr	Residential	Plumbing		\$ 85.00		
PLMR-010188-2024	403 S 12th St	Residential	Plumbing		\$ 85.00		
PLMR-010190-2024	209 N 1st Ave	Residential	Plumbing		\$ 62.00		
PLMR-010245-2024	503 W Church St	Residential	Plumbing		\$ 62.00		
		TOTALS:		50,300.00	2,730.00		
	# Residential Permits	Residential Value	Residential Fees	# of Commercial Permits	Commercial Valuation	Commere ial Fees	Total Fees
Electrical	8	\$ 3,800.00	\$660.00	1	22,000.00	\$155.00	\$815.00
Plumbing	4		\$294.00	1	\$3,000.00	\$60.00	\$354.00
Mechanical	3		\$186.00	3	\$21,500.00	\$425.00	\$611.00
Solar	10		\$950.00	0	\$0.00	\$0.00	\$950.00
TOTALS	25	\$ 3,800.00	\$2,090.00	5	\$46,500.00	\$640.00	\$2,730.00

RESOLUTION APPROVING 28E AGREEMENT BETWEEN THE CITY OF MARSHALLTOWN AND THE MARSHALLTOWN COMMUNITY SCHOOL DISTRICT TO SUPPORT A LIAISON POLICE OFFICER AT MARSHALLTOWN HIGH SCHOOL FOR FISCAL YEARS 2025-2026, 2026-2027 AND 2027-2028

WHEREAS, there is herewith submitted to the City Council of Marshalltown, Iowa, (City) a proposed agreement by and between the City of Marshalltown, Iowa, and the Marshalltown Community School District (District) to support a Liaison Police Officer at Marshalltown High School; and

WHEREAS, it is the desire and intent of the District and the City that the program be continued as it has been in the past, with the District and City sharing salary costs and relevant expenses (uniform maintenance, overtime, vehicle maintenance and fuel, and training) of the police officer assigned to MHS, such expenses to be reimbursed by the District to the City on a monthly basis; and

WHEREAS, it is declared that the District's share of expenses will be \$63,000.00 for fiscal year 2025-2026, \$66,000.00 for fiscal year 2026-2027 and \$69,000.00 for fiscal year 2027-2028; and

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

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

Section 1. That the agreement by and between the City of Marshalltown, Iowa and the Marshalltown Community School District to support a Liaison Police Officer at the Marshalltown High School, is hereby fully approved in all respects and particulars and the Mayor and City Clerk are hereby authorized and directed to execute same for and on behalf of said City.

Passed this 23rd day of September 2024, and signed this ____ day of September 2024.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. 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 and City Council
FROM: Michael W. Tupper, Chief of Police
DATE: 17 September 2024
RE: School Resource Officer 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:

Renewal of the school resource officer (SRO) agreement with the Marshalltown Community School District. 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 Marshalltown Community School District for school resource officer services at Marshalltown High School.

Budget Impact:

The Marshalltown Community School District will pay the City of Marshalltown for school resource officer services at the Marshalltown High School. The school district has agreed to the following financial terms.

2025-2026: \$63,000.00

2026-2027: \$66,000.00

2027-2028: \$69,000.00

Description/Background:

The police department has a longstanding agreement with the Marshalltown Community School District for school resource officer services. The current agreement expires on June 30, 2025. A new three-year agreement has been proposed. If approved the new agreement will commence on July 1, 2025 and expire on June 30, 2028. The school district approved the agreement on September 16, 2024. The new agreement does result in an increase in annual payments made to the City for these services.

CITY COUNCIL

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



City of Marshalltown
Police Department



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

11 September 2024

Dr. Theron Schutte, Superintendent
Marshalltown Community School District
1002 South 3rd Avenue
Marshalltown, Iowa 50158

RE: Memorandum of Agreement, School Resource Officer

Dear Dr. Schutte,

The City is proposing a renewal of the 28D Agreement regarding support of a City police officer in a liaison position at the Marshalltown High School (MHS). The City is proposing a three-year agreement.

It is the desire and intent of the City that the School Resource Officer (SRO) program be continued as it has in the past. The District and the City share salary costs, benefit costs and incidental expenses (uniform maintenance, overtime, training, vehicle maintenance, and fuel) of the police officer assigned to MHS as a School Resource Officer. It is agreed the police officer shall at all times, and for all purposes, remain an employee of the City. Subject to District approval and input, the City will select the police officer to be assigned to the MHS School Resource Officer position. The District will be invited to participate in the SRO selection process when it occurs.

The District agrees to pay the City \$63,000.00 during FY 2025-2026 for the services of a School Resource Officer. The District agrees to pay the City \$66,000.00 during FY 2026-2027 for the services of a School Resource Officer. The District agrees to pay the City \$69,000.00 during FY 2027-2028 for the services of a School Resource Officer. These costs are based on the expenses associated with the assignment of a full-time certified police officer to the MHS School Resource Officer position. The City will bill the school district monthly for these expenses.

This agreement will be in effect for the 2025-2026, 2026-2027 and 2027-2028 school years. Either party may withdraw from this agreement by providing written notice 30 days in advance of the intent to terminate this agreement. This agreement will automatically renew for a successive two-year period. This renewal is subject to the parties agreeing to any changes in the agreement desired by either party or required because of any changes in state law (Chapter 28D of the Code of Iowa) governing the interchange of government.

If the foregoing is in accord with your understanding of our agreement, please sign below in the space provided and return the signed document with this letter to me. Thank you!

Sincerely,

Michael Tupper
Chief of Police

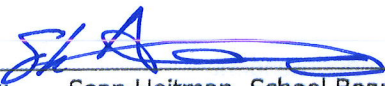
CITY COUNCIL

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Mark Mitchell, Greg Nichols, Jeff Schneider, Gary Thompson

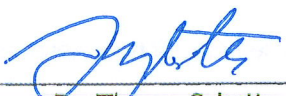
RE: Memorandum of Agreement, School Resource Officer
Signatory Page

AGREED TO AND ACCEPTED this 16 day of September, 2024.

By: _____
Joel T.S. Greer, Mayor
City of Marshalltown

By:  _____
Sean Heitman, School Board President
Marshalltown Community School District

Attest: _____
Alicia Hunter
City Clerk

By:  9/17/2024 _____
Dr. Theron Schutte, Superintendent
Marshalltown Community School District

**RESOLUTION SETTING PUBLIC HEARING REGARDING AN INTERLOCAL
GRANT AGREEMENT FOR THE BYRNE-JUSTICE ASSISTANCE GRANT
PROGRAM (JAG) \$15,764.00 SPLIT EVENLY WITH MARSHALL COUNTY, TO
ASSIST WITH LAW ENFORCEMENT PROGRAMMING OR EQUIPMENT
PURCHASES, NOTIFYING THE PUBLIC OF THE GRANT AWARD AND PROPOSED
USE OF FEDERAL FUNDS**

WHEREAS the City of Marshalltown, Iowa has negotiated an Agreement to provide a grant award of \$15,764.00, through the Edward Byrne Memorial Justice Assistance Grant (JAG) Program; and

WHEREAS the grant requires public notification regarding the grant award and proposed use of federal funds; and

WHEREAS the Council finds this action is in the best interest of the City of Marshalltown.

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

Section 1. The Council will meet at 5:30 P.M. at City Hall in council chambers, Marshalltown, Iowa, on the 14th day of October 2024, and will hold a public hearing to consider any and all comments filed with the City Clerk or made in open council to the proposed grant agreement as herein described and to take final action thereon.

Section 2. The City Clerk shall cause to be published notice of said hearing required by law, by publication once in the Marshalltown Times Republican, a newspaper having general circulation in the City of Marshalltown, Iowa. The publication shall not be less than four (4) days nor more than twenty (20) days prior to the date therein fixed for public hearing.

Passed this 23rd day of September 2024, and signed this ____ day of September 2024.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. 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 and City Council
FROM: Michael W. Tupper, Chief of Police
DATE: 17 September 2024
RE: 2024 Byrne-JAG Grant Award

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:

Schedule public hearing and direct the Chief of Police to enter into a Memorandum of Understanding to share these grant funds with Marshall County.

Recommendation:

Staff recommends Council accept the 2024-2025 Byrne JAG award and authorize the Chief of Police to submit all necessary application documents to secure this federal funding. Additionally, staff recommends the Council authorize the Chief of Police to enter into a Memorandum of Understanding to share these grant funds with Marshall County.

Budget Impact:

The police department's share of this grant award is \$7,882.00. The department will utilize forfeiture dollars or general fund dollars to cover any project costs above the \$7,882.00 grant award.

Description/Background:

On September 5, 2024, the police department received email notification from the federal government notifying us that the City has been allocated \$15,764.00 in grant funding from the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. JAG legislation requires cities and counties to partner and share funds allocated as part of this federal program. These funds are traditionally split evenly with Marshall County. Consequently, the City of Marshalltown's share is \$7,882.00. These federal funds can be used for equipment or programming expenditures for FY 24-25. These funds cannot supplant funding already in place for law enforcement programming or equipment purchase plans.

While the grant award has already been announced, there is still an application and review process. As part of this process, we are required to approve a budget and spending plan via city council action.

CITY COUNCIL

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



Additionally, we are required to hold a public hearing to declare how these funds will be spent. This issue will be on the September 23, 2024 city council agenda as an action item to schedule a public hearing. The public hearing will take place on October 14, 2024.

Staff recommends Council accept this grant award and designate the City portion of these funds to be expended on the purchase of:

1. New handguns with optic systems.

The police department has been working for the last three budget years to replace department issued handguns and equip these firearms with modern optic systems. The department used Byrne-JAG funding in FY 2023-2024 toward this project. The department intends to do the same this FY.

CITY COUNCIL

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



2024 Iowa Local JAG Allocations

Listed below are all jurisdictions in the state that are eligible for FY 2024 JAG funding, as determined by the JAG formula. For additional details regarding the JAG formula and award calculation process, with examples, please refer to the JAG Technical report here: <https://bjs.ojp.gov/library/publications/justice-assistance-grant-jag-program-2022> and current JAG Frequently Asked Questions here: <https://bja.ojp.gov/program/jag/frequently-asked-questions>.

Finding your jurisdiction:

- (1) Disparate jurisdictions are listed in shaded groups below, in alphabetic order by county.
- (2) Direct allocations are listed alphabetically below the shaded, disparate groupings.
- (3) Counties that have an asterisk (*) under the "Direct Allocation" column did not submit the level of violent crime data to qualify for a direct award from BJA, but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and must be a signatory on the required Memorandum of Understanding (MOU). A sample MOU is provided online at: <https://www.bja.gov/Funding/JAGMOU.pdf>. Disparate jurisdictions do not need to abide by the listed individual allocations, which are provided for information only. Jurisdictions in a funding disparity are responsible for determining individual amounts within the Eligible Joint Allocation and for documenting individual allocations in the MOU.

State	Jurisdiction Name	Government Type	Direct Allocation	Joint Allocation
IA	BLACK HAWK COUNTY	County	*	
IA	WATERLOO CITY	Municipal	\$43,150	\$43,150
IA	CERRO GORDO COUNTY	County	*	
IA	MASON CITY CITY	Municipal	\$10,933	\$10,933
IA	CLINTON COUNTY	County	*	
IA	CLINTON CITY	Municipal	\$16,418	\$16,418
IA	DES MOINES COUNTY	County	*	
IA	BURLINGTON CITY	Municipal	\$14,819	\$14,819
IA	DUBUQUE COUNTY	County	*	
IA	DUBUQUE CITY	Municipal	\$28,840	\$28,840
IA	JOHNSON COUNTY	County	*	
IA	IOWA CITY CITY	Municipal	\$21,684	\$21,684
IA	LINN COUNTY	County	*	
IA	CEDAR RAPIDS CITY	Municipal	\$49,470	\$49,470
IA	MARSHALL COUNTY	County	*	
IA	MARSHALLTOWN CITY	Municipal	\$15,764	\$15,764
IA	POLK COUNTY	County	\$11,150	
IA	DES MOINES CITY	Municipal	\$161,959	\$173,109
IA	POTTAWATTAMIE COUNTY	County	*	
IA	COUNCIL BLUFFS CITY	Municipal	\$38,610	\$38,610
IA	SCOTT COUNTY	County	*	
IA	DAVENPORT CITY	Municipal	\$77,765	\$77,765
IA	STORY COUNTY	County	*	
IA	AMES CITY	Municipal	\$14,601	\$14,601
IA	WAPELLO COUNTY	County	*	
IA	OTTUMWA CITY	Municipal	\$23,790	\$23,790

[illegible]

**RESOLUTION ADOPTING SUPPLEMENTS S-10 TO THE CODE OF ORDINANCES
OF THE CITY OF MARSHALLTOWN, IOWA, THROUGH ORDINANCE 15087**

WHEREAS, on June, 10, 2019, the City Council, pursuant to Ordinance No. 14983, readopted the Code of Ordinances of the City of Marshalltown, Iowa, in its entirety; and

WHEREAS, since the Adoption of Ordinance 14983, the City Council of the City of Marshalltown, Iowa, has adopted certain ordinances amending the Code of Ordinances and said amendments have been printed as supplements to the Code of Ordinances; and

WHEREAS, Supplement 2019-S1, includes Ordinances through No. 14985; Supplement 2020-S2 includes Ordinances through No. 14995; Supplement 2020-S3 includes Ordinances through 14996; Supplement 2021-S4 includes Ordinances through 15020; Supplement 2022-S5 includes Ordinances through No. 15044; Supplement 2023-S6 includes Ordinances through No. 15057; Supplement 2023-S7 includes Ordinances through No. 15069; Supplement 2023-S8 includes Ordinances through No. 15078; Supplement 2024-S9 includes Ordinances through No. 15084; Supplement 2024-S10 includes Ordinances through No. 15087 and

WHEREAS, Section 380.8 of the Code of Iowa provides that supplements, by resolution, become part of the Code of Ordinances.

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

Section 1. That Supplement No. S-10, dated July 8, 2024, of the Code of Ordinances filed in the Office of the City Clerk of the City of Marshalltown, Iowa is hereby adopted and becomes part of the Code of Ordinances of the City of Marshalltown, Iowa.

Passed this 23rd day of September 2024, and signed this ____ day of September 2024.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

RESOLUTION APPROVING CONTRACT CHANGE ORDER #14, AN INCREASE OF \$307,484.00, 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, an increase is requested for items to add additional pavement area within Parking Lot T.

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

Section 1. That the contract Change Order #14 for the State Street Reconstruction Project #STR21004, in the amount of an increase of \$307,484 is hereby accepted and approved.

Passed this 23rd 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 23rd, 2024
RE: State Street Reconstruction (STR 21-004) _Change Order #14 (*Parking Lot T Pavement*)

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 #14 related to adding PCC Paving for Parking Lot T into the construction contract.

Budget Impact: We have sufficient funding for this change order. The following numbers are shown as a FYI to understand project costs and where funding is coming from:

Parking Lot T Pavement Construction Costs:

Change Order #14 (Pavement)	\$	307,484.00	<i>Con-Struct, Inc.</i>
Light Pole Bases (Material)	\$	3,020.00	<i>Iowa Base Inc.</i>
Set Pole & Bases	\$	est 4,700.00	<i>Alliant Energy</i>
Reset Tornado Siren	\$	est 3,870.00	<i>Van Maanen Electric, Inc</i>
Light Poles & Heads (Material)	\$	24,343.42	<i>Crescent Electric Supply</i>
Meter Socket (Material)	\$	tbd	<i>Electric Supply</i>
Conduit & Wire (Material)	\$	tbd	
Landscaping (Material)	\$	tbd	
Pavement Marking	\$	tbd	
Design Drafting	\$	tbd	<i>Bolton & Menk</i>
	\$	343,417.42	TOTAL

State Street 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

CITY COUNCIL

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Mark Mitchell, Greg Nichols, Jeff Schneider, Gary Thompson



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	\$	<u>6,062,985.50</u>	<i>Con-Struct, Inc.</i>
	\$	5,873,196.57	TOTAL

Funding Sources (Parking Lot T)

2022 GO Bond	\$	<u>480,967.25</u>	
	\$	480,967.25	TOTAL

Funding Sources (State Street)

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	\$	<u>40,000.00</u>	<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 stems from discussions held last winter regarding Sponsored Project funding for improvements to Parking Lot T with council direction given at the 09/09/24 council meeting during a



discussion item to proceed with the city being the General on a smaller project to improve Parking Lot T and utilize Con-Struct as a change order into the State Street project for the PCC Pavement work associated with the project.

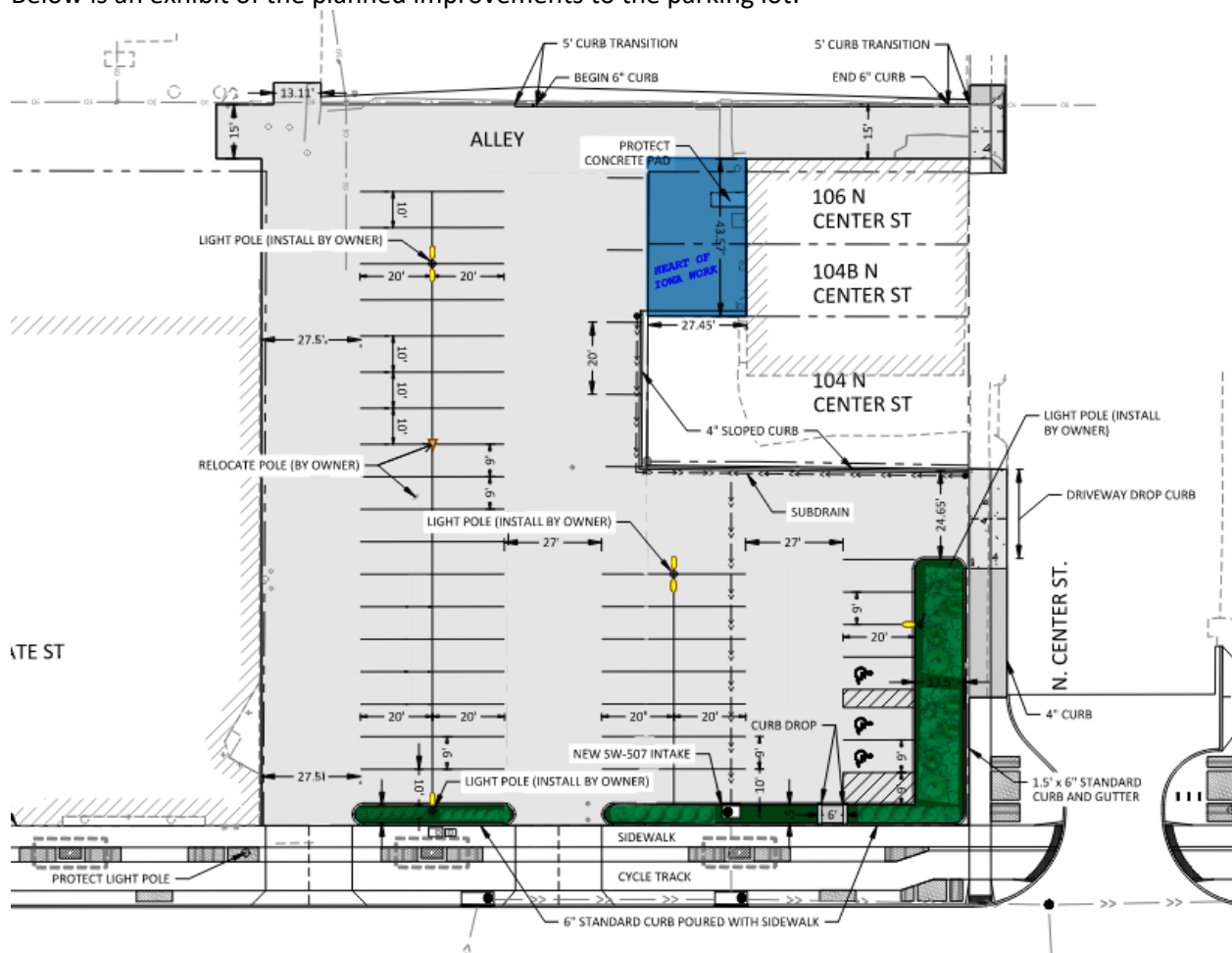
While this work is under construction, the Emergency Food Box will allow city and public vehicles to utilize their lot, located just north of this area (and shown in blue at left). The city also has a public parking lot (Parking Lot F), shown in orange that is available.

CITY COUNCIL

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



Below is an exhibit of the planned improvements to the parking lot:



We recommend the following changes to the contract completion dates:

	Current Date	Proposed Date
Milestone Date 1 (See Note 1)	09/20/24	09/20/24
Milestone Date 2 (See Note 2)	n/a	10/31/24
Substantial Completion (See Note 3)	n/a	12/13/24
Final Completion	10/31/24	01/31/25

- Note 1: Milestone Date 1 includes
 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)
- Note 2: Milestone Date 2 includes having State Street (road and sidewalks) open in all areas with the exception of the block in between the intersections of Center Street and 1st Street (Coliseum Drive)
- Note 3: Parking Lot T open for public use

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CITY COUNCIL

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



PLT 23-003 PARKING LOT T PAVEMENT IMPROVEMENTS
CITY OF MARSHALLTOWN, IOWA
CHANGE ORDER #14 INTO STATE STREET RECONSTRUCTION (STR 21-004)

				City Contract Change Order		Heart of Iowa Contract	
ITEM NO.	ITEM	UNIT	UNIT PRICE	QUANTITY	<u>COST</u>	QUANTITY	<u>COST</u>
10001	PARKING LOT SUBGRADE PREPARATION, 6 INCH	SY	\$ 3.00	3,741	\$ 11,223.00	112	\$ 336.00
10002	PARKING LOT SUBGRADE TREATMENT, TRIAX GEOGRID	SY	\$ 3.00	3,741	\$ 11,223.00	112	\$ 336.00
10003	PARKING LOT SIDEWALK SUBBASE, MODIFIED, 4 INCH	SY	\$ 7.00	56	\$ 392.00	0	\$ -
10004	PARKING LOT SUBBASE, MODIFIED, 6 INCH	SY	\$ 10.00	3,741	\$ 37,410.00	112	\$ 1,120.00
10005	PARKING LOT PAVEMENT, PCC, 6 INCH	SY	\$ 52.00	3,387	\$ 176,124.00	112	\$ 5,824.00
10006	PARKING LOT REMOVAL OF SIDEWALK	SY	\$ 7.00	98	\$ 686.00	0	\$ -
10007	PARKING LOT SIDEWALK, PCC, 5 INCH	SY	\$ 55.00	51	\$ 2,805.00	0	\$ -
10008	PARKING LOT PAVEMENT REMOVAL	SY	\$ 7.00	3,440	\$ 24,080.00	112	\$ 784.00
10009	PARKING LOT STORM SEWER, TRENCHED, RCP, 24 INCH	LF	\$ 100.00	3	\$ 300.00	0	\$ -
10010	PARKING LOT SUBDRAIN, PVC, 6 INCH	LF	\$ 18.00	227	\$ 4,086.00	0	\$ -
10011	PARKING LOT CURB AND GUTTER, PCC, 6 INCH	LF	\$ 35.00	135	\$ 4,725.00	0	\$ -
10012	PARKING LOT SUBDRAIN CLEANOUT, TYPE A-1, 6 INCH	EACH	\$ 1,000.00	2	\$ 2,000.00	0	\$ -
10013	PARKING LOT SUBDRAIN OUTLETS AND CONNECTIONS	EACH	\$ 400.00	1	\$ 400.00	0	\$ -
10014	PARKING LOT INTAKE, SW-507	EACH	\$ 6,400.00	1	\$ 6,400.00	0	\$ -
10015	PARKING LOT CONSTRUCTION SURVEY	LS	\$ 10,000.00	1	\$ 10,000.00	0	\$ -
10016	PARKING LOT TOPSOIL, OFF-SITE, 6 INCH	CY	\$ 65.00	30	\$ 1,950.00	0	\$ -
10017	PARKING LOT EXCAVATION, CLASS 13	CY	\$ 15.00	412	\$ 6,180.00	0	\$ -
10018	PARKING LOT MOBILIZATION	LS	\$ 5,000.00	1	\$ 5,000.00	0	\$ -
10019	PARKING LOT ASPHALT MILLING TRANSITION	LS	\$ 2,500.00	1	\$ 2,500.00	0	\$ -
TOTALS					\$ 307,484.00		\$ 8,400.00



Bolton & Menk

Change Order Details

Marshalltown - State Street

Description	State Street Reconstruction from 3rd Ave to 3rd Street
Prime Contractor	CONSTRUCT, INC.
Change Order	14
Status	Draft
Date Created	09/15/2024
Summary	Change Order 14: Parking Lot T Reconstruction
Change Order Description	Change order 14 expands the State Street Reconstruction project to include the reconstruction of the public parking lot T at 15 W State St.
Awarded Project Amount	\$6,062,985.50
Authorized Project Amount	\$5,873,186.57
Change Order Amount	\$307,484.00
Revised Project Amount	\$6,180,670.57

New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 1 - Description					
10001	13019-108-A	SY	3,741.000	\$3.000	\$11,223.00
'SQUARE YARD' ITEM: PARKING LOT SUBGRADE PREPARATION, 6 INCH					

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Reason: Reconstruction of parking lot T					
10002	13019-108-A	SY	3,741.000	\$3.000	\$11,223.00
'SQUARE YARD' ITEM: PARKING LOT SUBGRADE TREATMENT, TRIAX GEOGRID					
Reason: Reconstruction of parking lot T					
10003	13019-108-A	SY	56.000	\$7.000	\$392.00
'SQUARE YARD' ITEM: PARKING LOT SIDEWALK SUBBASE, MODIFIED, 4 INCH					
Reason: Reconstruction of parking lot T adjacent sidewalk					
10004	13019-108-A	SY	3,741.000	\$10.000	\$37,410.00
'SQUARE YARD' ITEM: PARKING LOT SUBBASE, MODIFIED, 6 INCH					
Reason: Reconstruction of parking lot T					
10005	13019-108-A	SY	3,387.000	\$52.000	\$176,124.00
'SQUARE YARD' ITEM: PARKING LOT PAVEMENT, PCC, 6 INCH					
Reason: Reconstruction of parking lot T					
10006	13019-108-A	SY	98.000	\$7.000	\$686.00
'SQUARE YARD' ITEM: PARKING LOT REMOVAL OF SIDEWALK					
Reason: Reconstruction of parking lot T adjacent sidewalk					
10007	13019-108-A	SY	51.000	\$55.000	\$2,805.00
'SQUARE YARD' ITEM: PARKING LOT SIDEWALK, PCC, 5 INCH					

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Reason: Reconstruction of parking lot T adjacent sidewalk					
10008	13019-108-A	SY	3,440.000	\$7.000	\$24,080.00
'SQUARE YARD' ITEM: PARKING LOT PAVEMENT REMOVAL					
Reason: Reconstruction of parking lot T					
10009	13009-108-A	LF	3.000	\$100.000	\$300.00
'LINEAR FEET' ITEM: PARKING LOT STORM SEWER, TRENCHED, RCP, 24 INCH					
Reason: Reconstruction of parking lot T					
10010	13009-108-A	LF	227.000	\$18.000	\$4,086.00
'LINEAR FEET' ITEM: PARKING LOT SUBDRAIN, PVC, 6 INCH					
Reason: Reconstruction of parking lot T					
10011	13009-108-A	LF	135.000	\$35.000	\$4,725.00
'LINEAR FEET' ITEM: PARKING LOT CURB AND GUTTER, PCC, 6 INCH					
Reason: Reconstruction of parking lot T					
10012	13005-108-A	EACH	2.000	\$1,000.000	\$2,000.00
'EACH' ITEM: PARKING LOT SUBDRAIN CLEANOUT, TYPE A-1, 6 INCH					
Reason: Reconstruction of parking lot T					
10013	13005-108-A	EACH	1.000	\$400.000	\$400.00
'EACH' ITEM: PARKING LOT SUBDRAIN OUTLETS AND CONNECTIONS					

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Reason: Reconstruction of parking lot T					
10014	13005-108-A	EACH	1.000	\$6,400.000	\$6,400.00
'EACH' ITEM: PARKING LOT INTAKE, SW-507					
Reason: Reconstruction of parking lot T					
10015	13010-108-A	LS	1.000	\$10,000.000	\$10,000.00
'LUMP SUM' ITEM: PARKING LOT CONSTRUCTION SURVEY					
Reason: Reconstruction of parking lot T					
10016	13003-108-A	CY	30.000	\$65.000	\$1,950.00
'CUBIC YARDS' ITEM: PARKING LOT TOPSOIL, OFF-SITE, 6 INCH					
Reason: Establishment of greenspace in parking lot frontage					
10017	13003-108-A	CY	412.000	\$15.000	\$6,180.00
'CUBIC YARDS' ITEM: PARKING LOT EXCAVATION, CLASS 13					
Reason: Reconstruction of parking lot T					
10018	13010-108-A	LS	1.000	\$5,000.000	\$5,000.00
'LUMP SUM' ITEM: MOBILIZATION					
Reason: Reconstruction of parking lot T					
10019	13010-108-A	LS	1.000	\$2,500.000	\$2,500.00
'LUMP SUM' ITEM: ASHALT MILLING TRANSITION					

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
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Reason: Reconstruction of parking lot T

19 items	Total: \$307,484.00
----------	---------------------

Signatures

Agreed - _____ Date: _____
Contractor

Recommended - _____ Date: _____
Project Engineer

Approved - _____ Date: _____
City

**RESOLUTION APPROVING ENGINEER'S CERTIFICATE OF COMPLETION AND
ACCEPTING MUNICIPAL PIPE TOOL CO. LLC FOR THE 2020 SANITARY SEWER
REHABILITATION PROJECT - CIPP #SAN21001**

WHEREAS, the City of Marshalltown, Iowa has heretofore entered into a contract for labor and material for the 2020 Sanitary Sewer Rehabilitation Project – CIPP, Project #SAN21001; and

WHEREAS, said project has been completed by Municipal Pipe Tool Co. LLC, pursuant to the plans and specifications all as is set forth in the Final Acceptance and Certificate of Completion covering said project.

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

Section 1. That the labor and material for the 2020 Sanitary Sewer Rehabilitation Project – CIPP, being project #SAN21001, is hereby accepted pursuant to the Engineer's Final Acceptance and Certificate of Completion and the City Clerk is hereby authorized and directed to do all things necessary to complete the contract with Municipal Pipe Tool Co. LLC, including the payment of the items called for in said contract and Certificate of Completion.

Passed this 23rd 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 and City Council
FROM: Heather Thomas, Public Works Director
DATE: September 23rd, 2024
RE: 2020 Sanitary Sewer Rehabilitation Project – CIPP (SAN 21-001) _ Completion

Strategic Plan:

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

Plan Objective:

Plan and fund improvements to the City's infrastructure and buildings

Recommendation:

Staff recommends acceptance of project completion.

Budget Impact:

This project has funds in the current project construction budget as outlined below. Actual construction costs are less than the current construction cost and a final change order is pending to adjust for final quantities. **MPT has submitted \$3,821,572.77 worth of completed work.**

Construction Costs:

Change Order #2	\$	73,450.70	
Change Order #1	\$	6,470.43	
Construction Base	\$	4,768,210.10	Municipal Pipe Tool Co.
	\$	4,848,131.23	TOTAL

Funding Sources

Sewer Enterprise Cash on Hand	\$	727,198.92	Refer to Note 1
SRF Revenue Bond	\$	4,120,932.31	Refer to Note 1
	\$	4,848,131.23	TOTAL

Note 1: This project is funded through a combination of a \$13.125 Million Dollar revenue bond and local cash on hand with our Sanitary Sewer Enterprise Fund. *The revenue bond is providing partial funding for this CIPP Project and the WPC Headworks Project (with current construction costs thru CO#1 of \$8,979,067.69).*

CITY COUNCIL

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



Description/Background:

The Contractor has completed all requirements of this construction contract, submitted necessary records, and the Engineer is recommending accepting this construction contract as complete.

The city, as the acting construction Engineer, has received the necessary records; however, have not gotten through review on them all. A final change order to adjust quantities is forth coming after that review; however, we do not want to delay starting the 30-day clock that allows the release of retainage.

The Contractor's submitted quantities and amount complete include \$3,821,572.77 of work. We are recommending payment of that amount, less 5% retainage. Any quantity adjustments are not anticipated to exceed retainage withheld.

The project completion dates were:

Substantial Completion: September 22, 2023

Final Completion: November 3, 2023

The actual completion dates are:

Substantial Completion: August 16, 2024

Engineer's Notice of Final Acceptance & Certificate of Completion: September 23rd, 2024

City staff will be adjusting the completion dates in the pending change order. Several items were added to the project and several were removed from the project. City staff also performed heavy cleaning of certain segments, which enabled lining and saved contract costs. Coordination of timing/schedule of city staff as well as the large defect under Highway 14 delayed completion. We are not recommending any liquidated damages.

The substantial completion certificate indicates the date at which the project was sufficiently complete so that the work can be utilized for the purposes for which it was intended and also the date when the warranty/bond period begins. There is a 4-year warranty bond that is in effect until 4 years after project substantial completion (August 15th, 2028). The notice of final acceptance and certificate of completion indicates the date at which the project is complete, without remaining punch list items and the Engineer has received any necessary project records. Typically, the Engineer reviews the project records prior to Final Acceptance; however, due to the size of files of all of the CCTV records – transfer was delayed and review is very time intensive. Any found issues will be addressed as warranty work.

With the Council's approval this evening of completion. Pending no claims, the city may release project retainage that was held after 30 days, but no later than 40 days from today's date. Early release of retainage is possible if they submit the required paperwork certifying no claims from subcontractor or suppliers outstanding.

It is important to note that even despite best efforts, it is almost a guarantee that there will be a sewer service line that was believed to be inactive, so it was lined over, and it will turn out to have a connection. In these cases, reinstatement of these will be treated as warranty work during the 4-year period.

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CITY COUNCIL

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



CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: City of Marshalltown Owner's Project No.: SAN 21-001
Engineer: FOX Strand (Design) Engineer's Project No.: 2407-20A
City of Marshalltown (Construction)
Contractor: Municipal Pipe Tool Co. LLC Contractor's Project No.:
Project: 2020 Sanitary Sewer Rehabilitation Project - CIPP

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

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

Date of Substantial Completion: **8/16/2024**

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected will be provided to the Contractor. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work must be as provided in the Contract, except as amended as follows:

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

Completion of Division 3

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

Completion of Division 3

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

None

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Engineer

By (signature):



Name (printed):

Heather A Thomas, P.E.

Title:

City Engineer

NOTICE OF ACCEPTABILITY OF WORK

Owner:	City of Marshalltown	Owner's Project No.:	SAN 21-001
Engineer:	FOX Strand (Design) City of Marshalltown (Construction)	Engineer's Project No.:	2407-20A
Contractor:	Municipal Pipe Tool Co. LLC	Contractor's Project No.:	
Project:	2020 Sanitary Sewer Rehabilitation Project - CIPP		
Notice Date:	September 23, 2024	Effective Date of the Construction Contract:	June 13, 2022

The Engineer hereby gives notice to the Owner and Contractor that Engineer recommends final payment to Contractor, and that the Work furnished and performed by Contractor under the Construction Contract is acceptable. This Notice of Acceptability of Work (Notice) is made expressly subject to the following terms and conditions to which all who receive and rely on said Notice agree:

1. This Notice is for work associated with the above referenced project.
2. This Notice has been prepared with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
3. This Notice reflects and is an expression of the Engineer's professional opinion.
4. This Notice has been prepared to the best of Engineer's knowledge, information, and belief as of the Notice Date.
5. This Notice is based entirely on and expressly limited by the scope of services the Engineer / Owner furnished during construction of the Project (including limited observation of the Contractor's Work) under the Owner-Engineer Agreement, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer.
6. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents, or to otherwise comply with the Contract Documents or the terms of any special guarantees specified therein.
7. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

Engineer

By (signature):



Name (printed):

Heather A Thomas, P.E.

Title:

City Engineer

**RESOLUTION APPROVING AN ELECTRIC LINE EASEMENT WITH INTERSTATE
POWER AND LIGHT COMPANY FOR PARCEL 8418-35-276-850**

WHEREAS, the City of Marshalltown owns Parcel 8418-35-276-850 located in Marshalltown, Iowa; and

WHEREAS, the City of Marshalltown has been approached to grant an easement for an electric line easement, to construct, reconstruct, maintain, expand, operate, repair, patrol and remove an underground electric and telecommunications line or lines, consisting of wires, transformers, switches and other necessary fixtures, appurtenances and equipment, (including associated surface mounted equipment) and construction (collectively, the “Line” or “Lines”) for transmitting electricity or communications; and

WHEREAS, the Council has fully examined same and has found same to be in the best interests of the CITY OF MARSHALLTOWN, IOWA and that same should now be approved and accepted.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, the easement for the electric line easement is hereby approved.

Passed this 23rd 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 and City Council
FROM: Heather Thomas, Public Works Director
DATE: September 23rd, 2024
RE: Interstate Power and Light Company Easement Request – Parcel 8418-35-276-850

Strategic Plan:

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

Plan Objective: No specific objective; however, this utility is needed for IPL (Alliant Energy) to provide increased redundancy and reliability.

Recommendation: City Staff recommend approving easement.

Budget Impact: None.

Description/Background:

Interstate Power and Light Company (known locally as Alliant Energy) reached out to City Engineering to request an easement for a new electrical line to feed the Fisher Lab substation from the E. Nevada Street substation. This will enable IPL and ITC to remove the Fisher Lab substation.

IPL and city staff negotiated additional language in their requested easement that makes IPL responsible for all costs if relocation is necessary for a city project.

Grantor(s) agrees that it will not construct or place any buildings, structures, plants, or other obstructions on the property described above. Grantee agrees to relocate the Line or Lines and relocate the easement to accommodate Grantor(s) public improvements. Grantor(s) and Grantee will cooperate with each other in the relocation of the Line or Lines and easement. The Grantee agrees to relocate the facilities at the Grantee's sole cost.

The location of the requested easement is 10-ft wide and located along the northern property line. This area would be considered side yard for a 4th Ave development should this parcel be sold/developed in the future and would require a 10-ft side yard setback of any structures.

Refer to the attached easement document for the location the easement is requested; below is an aerial of the approximate location.

CITY COUNCIL

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





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CITY COUNCIL

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



ELECTRIC LINE EASEMENT

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

See Attached Exhibit A, page 3

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

Grantor(s) agrees that it will not construct or place any buildings, structures, plants, or other obstructions on the property described above. Grantee agrees to relocate the Line or Lines and relocate the easement to accommodate Grantor(s) public improvements. Grantor(s) and Grantee will cooperate with each other in the relocation of the Line or Lines and easement. The Grantee agrees to relocate the facilities at the Grantee's sole cost.

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

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

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

Signed this _____ day of _____, 20__.

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

By: _____

By: _____

ALL PURPOSE ACKNOWLEDGMENT

STATE OF _____)

COUNTY OF _____) ss:

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

_____ to me personally known

or _____ provided to me on the basis of satisfactory
evidence

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

NOTARY SEAL _____
(Sign in Ink)

(Print/type name)

Notary Public in and for the State of _____

My Commission Expires: _____

CAPACITY CLAIMED BY SIGNER

_____ INDIVIDUAL

_____ CORPORATE

Title(s) of Corporate Officers(s):

_____ N/A

_____ Corporate Seal is affixed

_____ No Corporate Seal procured

_____ PARTNER(s)

_____ Limited Partnership

_____ General Partnership

_____ ATTORNEY-IN-FACT

_____ EXECUTOR(s),

_____ ADMINISTRATOR(s),

_____ or TRUSTEE(s):

_____ GUARDIAN(s)

_____ or CONSERVATOR(s)

_____ OTHER

SIGNER IS REPRESENTING:

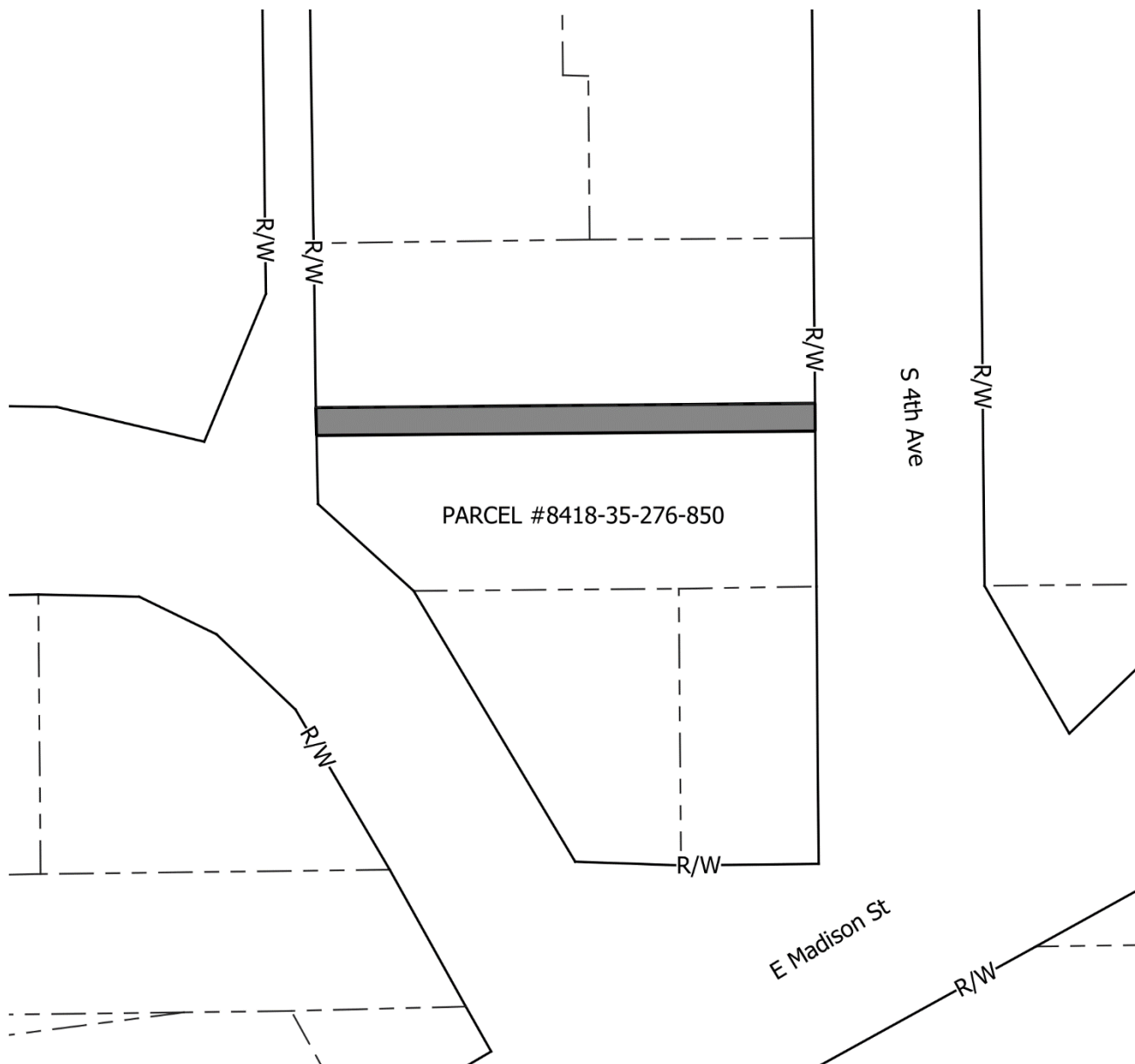
List name(s) of persons(s) or entity(ies):

EXHIBIT 'A'

Easement area being a strip of land 10 feet in width, being 5 feet each side of the centerline of facilities, or extensions thereof, along the North property line on Grantor's property described below and more particularly described by placement of the facilities at the time of construction on or adjacent to the following described property.

Grantor's Parcel:

That part of Nevada St. lying South of Lot 12, Block 2 Anson's 2nd Addition to Marshalltown, Marshall County, Iowa.



 10' WIDE EASEMENT AREA

DRAFTED BY: MI-TECH SERVICES, INC
JCC

N
NOT TO SCALE
ALLIANT #1004273

**RESOLUTION APPROVING AN ELECTRIC LINE EASEMENT WITH INTERSTATE
POWER AND LIGHT COMPANY FOR PARCEL 8418-35-277-066**

WHEREAS, the City of Marshalltown owns Parcel 8418-35-277-066 located in Marshalltown, Iowa; and

WHEREAS, the City of Marshalltown has been approached to grant an easement for an electric line easement, to construct, reconstruct, maintain, expand, operate, repair, patrol and remove an underground electric and telecommunications line or lines, consisting of wires, transformers, switches and other necessary fixtures, appurtenances and equipment, (including associated surface mounted equipment) and construction (collectively, the “Line” or “Lines”) for transmitting electricity or communications; and

WHEREAS, the Council has fully examined same and has found same to be in the best interests of the CITY OF MARSHALLTOWN, IOWA and that same should now be approved and accepted.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, the easement for the electric line easement is hereby approved.

Passed this 23rd 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 and City Council
FROM: Heather Thomas, Public Works Director
DATE: September 23rd, 2024
RE: Interstate Power and Light Company Easement Request – Parcel 8418-35-277-066

Strategic Plan:

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

Plan Objective: No specific objective; however, this utility is needed for IPL (Alliant Energy) to provide increased redundancy and reliability.

Recommendation: City Staff recommend approving easement.

Budget Impact: None.

Description/Background:

Interstate Power and Light Company (known locally as Alliant Energy) reached out to City Engineering to request an easement for an electrical line. There are existing overhead lines in this vicinity, just north of the area requested.

IPL and city staff negotiated additional language in their requested easement that makes IPL responsible for all costs if relocation is necessary for a city project.

Grantor(s) agrees that it will not construct or place any buildings, structures, plants, or other obstructions on the property described above. Grantee agrees to relocate the Line or Lines and relocate the easement to accommodate Grantor(s) public improvements. Grantor(s) and Grantee will cooperate with each other in the relocation of the Line or Lines and easement. The Grantee agrees to relocate the facilities at the Grantee's sole cost.

The location of the requested easement is 10-ft wide and located along the northern property line. This parcel is a remnant that resulted with the Madison Street / Nevada Street road improvements. The size of this parcel is relatively small and has limited development potential.

Refer to the attached easement document for the location the easement is requested; below is an aerial of the approximate location.

CITY COUNCIL

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





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CITY COUNCIL

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



ELECTRIC LINE EASEMENT

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

See Attached Exhibit A, page 3

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

Grantor(s) agrees that it will not construct or place any buildings, structures, plants, or other obstructions on the property described above. Grantee agrees to relocate the Line or Lines and relocate the easement to accommodate Grantor(s) public improvements. Grantor(s) and Grantee will cooperate with each other in the relocation of the Line or Lines and easement. The Grantee agrees to relocate the facilities at the Grantee's sole cost.

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

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

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

Signed this _____ day of _____, 20__.

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

By: _____

By: _____

ALL PURPOSE ACKNOWLEDGMENT

STATE OF _____)

COUNTY OF _____) ss:

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

_____ to me personally known

or _____ provided to me on the basis of satisfactory
evidence

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

NOTARY SEAL _____
(Sign in Ink)

(Print/type name)

Notary Public in and for the State of _____

My Commission Expires: _____

CAPACITY CLAIMED BY SIGNER

_____ INDIVIDUAL

_____ CORPORATE

Title(s) of Corporate Officers(s):

_____ N/A

_____ Corporate Seal is affixed

_____ No Corporate Seal procured

_____ PARTNER(s)

_____ Limited Partnership

_____ General Partnership

_____ ATTORNEY-IN-FACT

_____ EXECUTOR(s),

_____ ADMINISTRATOR(s),

_____ or TRUSTEE(s):

_____ GUARDIAN(s)

_____ or CONSERVATOR(s)

_____ OTHER

SIGNER IS REPRESENTING:

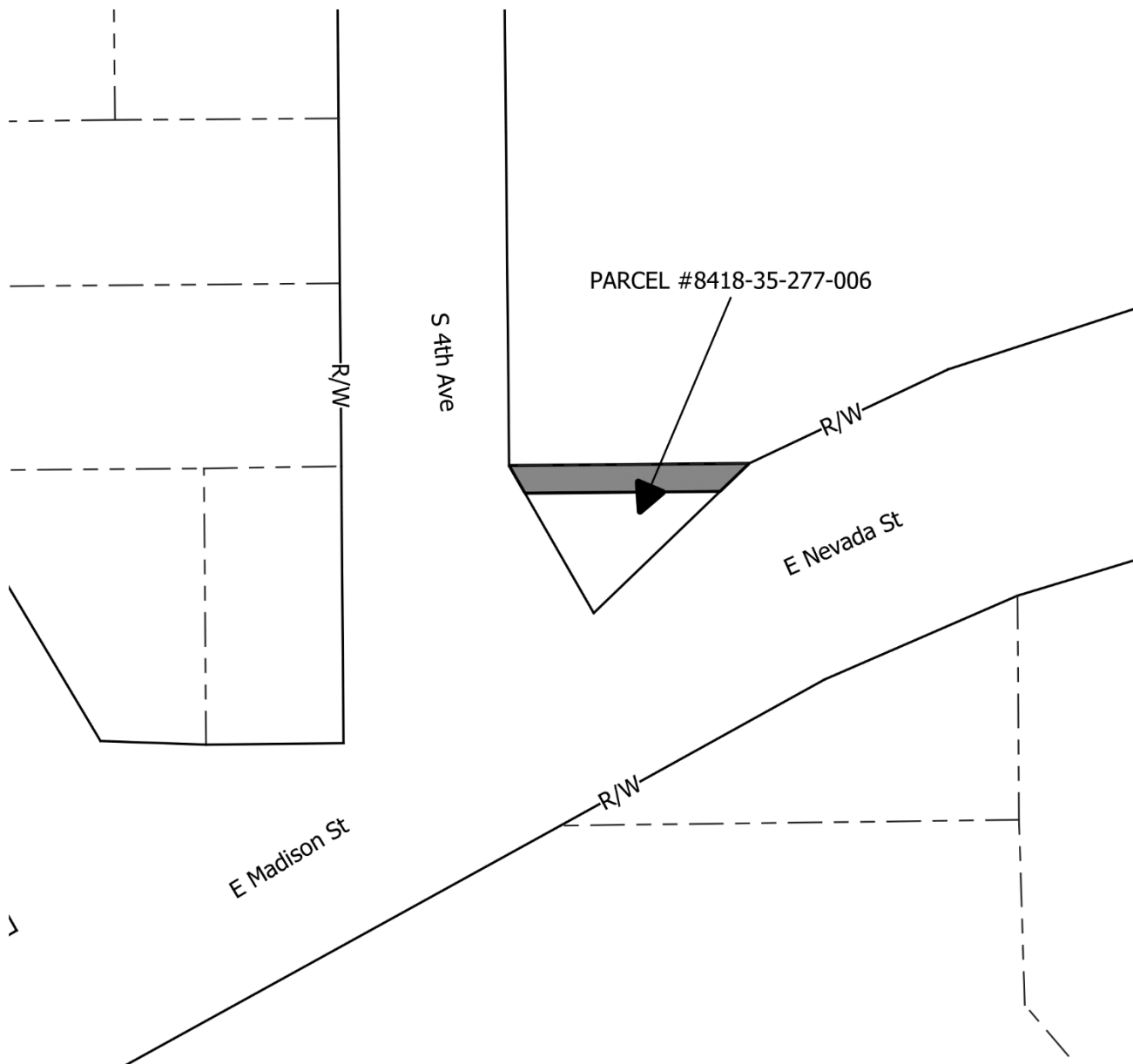
List name(s) of persons(s) or entity(ies):

EXHIBIT 'A'

Easement area being a strip of land 10 feet in width, being 5 feet each side of the centerline of facilities, or extensions thereof, along the North property line on Grantor's property described below and more particularly described by placement of the facilities at the time of construction on or adjacent to the following described property.

Grantor's Parcel:

A triangular piece of Outlot B in Blair's Addition lying Northeast of the intersection of S. 4th Avenue and E. Madison St.; lying NW of E. Nevada St. and lying South of property described on Document 3671-1991-2; all in Marshalltown, Marshall County, Iowa.



10' WIDE EASEMENT AREA

DRAFTED BY: MI-TECH SERVICES, INC
JCC

N
NOT TO SCALE
ALLIANT #1004273

RESOLUTION AUTHORIZING THE CITY TO SUBMIT AN US ENVIRONMENTAL PROTECTION AGENCY (EPA) BROWNFIELDS ASSESSMENT GRANT

WHEREAS, the Environmental Protection Agency (EPA) established the Brownfields Assessment Grant Program and has announced funding availability under said Program for community-wide assessment grants; and

WHEREAS, the City is an eligible applicant with a proven track record of successfully implementing funding under said Program; and

WHEREAS, the environmental assessment associated with demolition, acquisition, and private redevelopment will be required for smart, successful, and safe redevelopment; and

WHEREAS, the city will target outreach efforts in areas of the downtown and the Highway 14 Corridor; and

WHEREAS, said Program is a source of funding for environmental assessments and there is not a match requirement; and

WHEREAS, said Program has a current application closing date of November 14th, 2024; and

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

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

Section 1. The Council hereby authorizes staff to enter into a Professional Service Agreement with Impact7G in the amount of \$5,000 for assistance with the portions of the grant application and authorizes the use of General Fund money budgeted for the Housing & Community Development Director for this agreement that have not been spent as a result of a vacancy.

Section 2. The City staff and Mayor are hereby authorized to prepare and submit a Brownfields Assessment Grant Program application in the amount of \$500,000.

Section 3. The Council hereby authorizes staff to accept the award if granted and sign necessary agreements to execute an award.

Passed this 23rd day of September, 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 and City Council
FROM: Heather Thomas, Public Works Director (*Assisting with Community Development*)
DATE: September 23rd, 2024
RE: Brownfield Assessment Grant Application

Strategic Plan:

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

Plan Objective:

Incentivize redevelopment of existing buildings
Invest in Downtown redevelopment
Reduce blight and promote safety in neighborhoods

Recommendation:

Authorize application to the US EPA Brownfield Grant Program

Budget Impact:

Undetermined allocation of city staff time assisting until HCD Director position is filled & \$5,000 contract for assistance from Impact 7G related to certain sections of the grant application in where cost estimates and project count projections are required. \$5,000 to come from unspent budgeted staff wages for HCD Director.

Description/Background:

The grant program provides for a community-wide assessment grant. Assessment Grants provide funding for developing inventories of brownfield sites, prioritizing sites, conducting community involvement activities, conducting planning, conducting site assessments, developing site-specific cleanup plans, and developing reuse plans related to brownfield sites. Assessment Grant funds may not be used to conduct cleanup activities.

Refer to attached FY 2025 Brownfield Assessment Grant Guidelines for additional information. A summary of some key dates and details:

- Application Due: November 14, 2024
- Anticipated Announcement of Selected Communities: Spring 2025
- Anticipated Timeframe between announcement and start of grant: 90 days
- Anticipated grant assessment period: 4 Years

CITY COUNCIL

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



- Amount Available: Awards between \$300,000 and \$600,000 to an estimated 92 communities nationwide. We currently have a \$300,000 Brownfield Assessment Grant with a pending grant extension through May 31, 2025 (current completion of August 31st, 2024). EPA is targeting 40% of funds go to new communities, so we will be competing for the other 60% (to be 1 of 55 communities nationwide).

We plan to apply for max award of \$500,000. Partial awards are possible, down to a minimum of \$300,000. We are required to identify a target area; however, funds are able to be used community-wide. We plan to continue to prioritize the Highway 14 corridor through town and downtown. These areas include some of the sites that many ask city staff about such as the old hospital campus, vacant or underutilized buildings on Main St, the Marshalltown Mall property, etc.

Historically, I was able to find 2 previous awards and 1 additional unfunded application:

- 2007 – Awarded (\$400,000?). Able to identify 37 properties with brownfield assessments conducted under the grant.
- 2014 – Applied for \$400,000. Not Awarded
- 2019 – Awarded \$300,000. Currently underway. 16 properties with various levels of assessments. (3 of the properties included [20 E Main, 21 W Main, 23 W Main] Phase 1s, Phase 2s, and Clean-Up Plans). 2 additional properties pending

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CITY COUNCIL

Melisa Fonseca, Barry Kell, Mike Ladehoff,
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OVERVIEW

AGENCY: ENVIRONMENTAL PROTECTION AGENCY (EPA)

TITLE: FY25 GUIDELINES FOR BROWNFIELD ASSESSMENT GRANTS
(COMMUNITY-WIDE ASSESSMENT GRANTS)

ACTION: Initial Announcement

RFA NO.: EPA-OLEM-OBLR-24-08

ASSISTANCE LISTING NO.: 66.818

DATE: The closing date and time for receipt of applications is **November 14, 2024**, 11:59 p.m. Eastern Time (ET). Applications must be submitted through www.grants.gov. Applications received after 11:59 p.m. ET on **November 14, 2024**, will not be considered. Please refer to the *Due Date and Submission Instructions* in [Section IV.B.](#) and [Appendix 1](#) for further instructions.

FUNDING/AWARDS: EPA anticipates awarding an estimated 92 Community-wide Assessment Grants for an estimated total of \$46 million, subject to the quality of applications received, availability of funds, and other applicable considerations.

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SECTION I. – FUNDING OPPORTUNITY DESCRIPTION

The Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) was amended by the Small Business Liability Relief and Brownfields Revitalization Act in 2002 to include Section 104(k), which provides federal financial assistance authorities for brownfields revitalization, including grants for assessment, cleanup, and revolving loan funds. The Brownfields Utilization, Investment, and Local Development (BUILD) Act (Public Law 115-141) enacted in 2018 reauthorized EPA's Brownfields Program and made additional amendments to CERCLA that affect EPA's brownfield grant authorities, and ownership and liability provisions. (Note: References to CERCLA in this solicitation refer to CERCLA as amended by the 2002 Small Business Liability Relief and Brownfields Revitalization Act and the 2018 BUILD Act.) EPA's Brownfields Program provides funds to empower states, Tribal Nations, communities, and nonprofit organizations to prevent, inventory, assess, clean up, and reuse brownfield sites. This guidance provides information on applying for **Community-wide Assessment Grants**.

A **brownfield site is defined** in CERCLA § 101(39) as real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, contaminant, controlled substance, petroleum, or petroleum product, or is mine-scarred land.¹

A critical part of EPA's Brownfields Program is to ensure that residents living in communities historically affected by economic disinvestment, health disparities, and environmental contamination have an opportunity to benefit from brownfields redevelopment. EPA's Brownfields Program has a rich history rooted in environmental justice and is committed to helping communities revitalize brownfield properties, mitigate potential health risks, and restore economic vitality.

This program advances the [Justice40](#) Initiative, which sets a goal that 40 percent of the overall benefits of certain Federal climate, clean energy, water and wastewater infrastructure, and other covered investments flow to disadvantaged communities² that are marginalized by underinvestment and overburdened by pollution.³

As described in [Section V.A.](#) of this announcement, applications will be evaluated based on the extent to which the applicant demonstrates: a vision for the reuse and redevelopment of brownfield sites and a strategy for leveraging resources to help accomplish the vision; the environmental, social, health and economic needs and benefits of the target area(s); strong community engagement; reasonable costs, eligible tasks, and appropriate use of grant funding;

¹ The *Understanding Brownfields Fact Sheet Series* is available at www.epa.gov/brownfields/understanding-brownfields.

² Under this announcement where considerations are given to disadvantaged communities, EPA will also give similar consideration consistent with the statute to all communities located in a U.S. Territory (Puerto Rico, U.S. Virgin Islands, Guam, American Samoa, and Commonwealth of the Northern Mariana Islands).

³ EPA will use the [Climate and Economic Justice Screening Tool \(CEJST\)](#) to identify geographically defined disadvantaged communities for the purpose of Justice40 reporting. Under the Addendum to the Interim Implementation Guidance for the Justice40 Initiative, M-21-28, on using CEJST or M-23-09, disadvantaged communities also include Federally Recognized Tribes, regardless of whether or not they have land.

the capacity for managing and successfully implementing the cooperative agreement; and other factors.

Please carefully review [Section III.B.4.](#) of these guidelines, Section IV of [EPA's Solicitation Clauses](#), and Section D. in the FY25 [Brownfields Frequently Asked Questions \(FAQs\)](#).⁴

For the purposes of these guidelines, the term “grant” refers to the cooperative agreement that EPA will award to a successful applicant. Please refer to [Section II.C.](#) for a description of EPA’s anticipated substantial involvement in the cooperative agreements awarded under these guidelines.

EPA urges applicants to review the FY25 [FAQs](#).

I.A. Description of Grant

Assessment Grants provide funding for developing inventories of brownfield sites, prioritizing sites, conducting community involvement activities, conducting planning, conducting site assessments,⁵ developing site-specific cleanup plans, and developing reuse plans related to brownfield sites. A portion of the Assessment Grant funding must be used to conduct site assessments. Assessment Grant funds may not be used to conduct cleanup activities.

Community-wide Assessment Grants are appropriate for communities that are beginning to address their brownfield challenges, as well as for communities that have ongoing efforts to bring sites into productive reuse.

Applicants may request funding up to \$500,000 to address sites contaminated by hazardous substances⁶ (i.e., sites with potential contamination of hazardous substances, pollutants, or contaminants) and/or petroleum⁷ (i.e., sites with potential petroleum contamination). For the purposes of this solicitation, the cost of assessment activities carried out at each approved, eligible site may not exceed \$200,000 per site.⁸ EPA will determine site eligibility after the award of the grant throughout the project period.

Applicants can only apply for one Community-wide Assessment Grant.

⁴ The FY25 *Brownfields Frequently Asked Questions (FAQs)* are available at www.epa.gov/brownfields/frequently-asked-questions-about-multipurpose-assessment-rlf-and-cleanup-grants.

⁵ Environmental site assessments must be performed in accordance with EPA's All Appropriate Inquiries Final Rule (40 CFR Part 312).

⁶ Hazardous substance sites eligible for funding are those sites with the presence or potential presence of hazardous substances, pollutants, contaminants, sites that are contaminated with controlled substances, or that are mine-scarred lands. For more information, please refer to the FY25 [FAQs](#).

⁷ Petroleum sites eligible for funding are those sites that meet the definition set forth in CERCLA § 101(39)(D)(ii)(II), as further described in Section 1.3.2. in the [Information on Sites Eligible for Brownfields Funding under CERCLA § 104\(k\)](#).

⁸ As provided in CERCLA § 104(k)(5)(A)(i)(II), EPA may approve a waiver that allows recipients to use up to \$350,000 per site based on the anticipated level of contamination, size, or status of ownership of the site.

I.B. Uses of Grant Funds

Assessment Grant funds can be used for the direct costs associated with the inventory, site prioritization, community involvement, site reuse planning, assessment, and cleanup planning for brownfield sites. For examples of grant project accomplishments across the country, please see the EPA [Brownfield Grant Recipients Success Stories](#).⁹ For more information on a range of brownfield funding topics, please refer to the FY25 [FAQs](#).

Conducting Brownfields Planning & Developing Site Reuse Plans

Successful brownfields reuse and redevelopment often depend on early consideration of the range of potential future uses for each brownfield site. Local community priorities, market conditions, infrastructure availability, environmental contamination, public health issues, and local ordinances shape brownfield site reuse opportunities. Having a site reuse plan grounded in these local conditions will directly influence how that site is characterized, assessed, and cleaned up.

Where multiple sites are connected through location, infrastructure, economic, social, and environmental conditions, EPA encourages communities to take an area-wide approach to planning for the assessment, cleanup, and reuse of these brownfield sites. This focus on multiple brownfield sites will result in more coordinated strategies for cleanup and area revitalization versus a site-by-site focus. For more information on site reuse plans and examples of eligible planning activities, please refer to the FY25 [FAQs](#) and [Planning Program Fact Sheets](#).¹⁰

Participant Support Costs

EPA recognizes that effective community engagement is vital to help address and potentially alleviate environmental justice concerns for historically underserved and other affected communities and give them a voice in their community's future. Participant support costs are allowable under Assessment Grants with prior approval by the EPA Award Official or Grants Management Officer. Examples of activities that may be allowable as participant support costs include stipends for attendees at community meetings, attendee travel to community meetings, or childcare expenses to encourage attendance at community meetings. Please refer to the FY25 [FAQs](#) for additional details on the use of participant support costs.

A community liaison can serve as a key resource to help ensure the community members' goals and interests are reflected in the planned reuse of individual brownfield sites as well as the revitalization of the areas in which they live, work, play, learn, and pray. In addition to the eligible use of participant support costs described above, recipients may use a portion of the Assessment Grant for eligible participant support costs associated with one community liaison per target area who is not an employee of the grant recipient. This may include reasonable stipends to compensate an individual community member's time and travel costs for participating in project-related meetings (e.g., meetings with the community, meetings held by a brownfields advisory board, etc.) and time associated with other specific tasks that

⁹ The *Brownfield Grant Recipient Success Stories* are available at www.epa.gov/brownfields/success-stories.

¹⁰ The *Planning Program Fact Sheets* are available at www.epa.gov/brownfields/information-eligible-planning-activities.

are directly tied to related community engagement efforts. Note that stipends may only be paid for actual time spent working on tasks associated with the project and must not duplicate support provided through other Federal, state, Tribal, or local programs.

In their project descriptions, applicants should describe the process they will follow for determining the amounts of allowable stipends, procedures for accounting for participant support cost payments (including receipts), and procedures for documenting that the costs are allowable and do not duplicate other support for the individual(s). Additional information on participant support costs is available in [EPA's Guidance on Participant Support Costs](#).¹¹

In addition to direct costs associated with the inventory, site prioritization, community involvement, site reuse planning, assessment, and cleanup planning for brownfield sites, Assessment Grant funds may be used for:

1. Direct costs associated with programmatic management of the grant, such as required performance reporting and environmental oversight.

All costs charged to Assessment Grants must be consistent with the requirements at 2 CFR Part 200, Subpart E.

2. A local government (as defined in 2 CFR § 200.1, *Local Government*, and summarized in [Section III.A.](#) of these guidelines and the [Health Monitoring Fact Sheet](#)¹²) may use up to 10% of its grant funds for the following activities:
 - a. health monitoring of populations exposed to hazardous substances from a brownfield site; and
 - b. monitoring and enforcement of any institutional control used to prevent human exposure to any hazardous substance from a brownfield site.
3. A portion of the Brownfields Grant may be used to purchase environmental insurance. (See the FY25 [FAQs](#) for additional information on purchasing environmental insurance.)

Grant funds cannot be used for the payment of:

1. Direct costs for proposal preparation;
2. a penalty or fine;
3. a federal cost share requirement consistent with 2 CFR § 200.306(b)(5) (i.e., a cost share required by other federal funds unless there is authority in another Federal statute to use Federal funds for cost share);
4. administrative costs, including all indirect costs and direct costs for grant administration, in excess of five (5) percent of the total amount of EPA grant funding, with the exception of

¹¹ EPA's *Guidance on Participant Support Costs* is available at www.epa.gov/sites/default/files/2020-11/documents/epa-guidance-on-participant-support-costs.pdf.

¹² The *Health Monitoring Fact Sheet* is available at www.epa.gov/brownfields/public-health.

financial and performance reporting costs (which are considered allowable programmatic costs and not subject to the 5% limitation);

5. a response cost at a brownfield site for which the recipient of the grant or a subaward is potentially liable under CERCLA § 107;
6. a cost of compliance with any federal law, excluding the cost of compliance with laws applicable to the cleanup; or
7. unallowable costs (e.g., lobbying) under 2 CFR Part 200, Subpart E.

See the FY25 [FAQs](#) for additional information on ineligible grant activities and unallowable costs.

I.C. EPA Strategic Plan Linkage

The activities to be funded under this announcement support [EPA's FY 2022-2026 Strategic Plan](#).¹³ Awards made under this announcement will support Goal 6 – Safeguard and Revitalize Communities, Objective 6.1 – Clean Up and Restore Land for Productive Uses and Health Communities of [EPA's Strategic Plan](#). All applications must be for projects that support this goal and objective.

I.D. Measuring Environmental Results: Anticipated Outputs/Outcomes

EPA requires that applicants adequately describe environmental outputs (performance measures) and outcomes to be achieved under assistance agreements.¹⁴ Applicants must include specific statements describing the environmental results of the proposed project in terms of well-defined outputs and, to the maximum extent practicable, well-defined outcomes that will demonstrate how the project will contribute to EPA's Strategic Plan and the goal and objective described above in [Section I.C.](#)

Applicants are required to describe how funding will help EPA achieve environmental outputs and outcomes in their responses to the ranking criteria in [Section IV.E.](#) Outputs and outcomes specific to each project will be identified as deliverables in the negotiated workplan if the application is selected for award. Recipients will be expected to report progress toward the attainment of expected project outputs and outcomes during the project performance period. Outputs and outcomes are defined as follows:

1. Outputs

The term “outputs” refers to an environmental activity, effort, and/or associated work product(s) related to an environmental goal or objective that will be produced or provided over a period of time or by a specified date. Outputs may be quantitative or qualitative but

¹³ EPA's Strategic Plan is available at www.epa.gov/planandbudget/strategicplan.

¹⁴ EPA Order 5700.7, EPA's Policy for Environmental Results under EPA Assistance Agreements is available at www.epa.gov/grants/epa-order-57007a1-epas-policy-environmental-results-under-epa-assistance-agreements.

must be measurable during the project period. The expected outputs for the grants awarded under these guidelines may include but are not limited to the number of brownfield sites identified in inventories, development of an area-wide plan, number of Phase I and Phase II environmental site assessments, number of community meetings held, and number of Analysis of Brownfields Cleanup Alternatives (ABCA) completed.

2. Outcomes

The term “outcomes” refers to the result, effect, or consequence that will occur from carrying out the activities under the grant. Outcomes may be environmental, behavioral, health-related, or programmatic; must be qualitative or quantitative, and may not necessarily be achievable during the project period. Expected outcomes of Brownfield Grants include the number of jobs created and funding leveraged through the economic reuse of sites; the number of acres made ready for reuse; acres of greenspace created for communities; and the minimized exposure to hazardous substances and petroleum contamination.

I.E. Supporting Environmental Justice

“Environmental justice” means the just treatment and meaningful involvement of all people, regardless of income, race, color, national origin, Tribal affiliation, or disability, in agency decision-making and other Federal activities that affect human health and the environment so that people:

- are fully protected from disproportionate and adverse human health and environmental effects (including risks) and hazards, including those related to climate change, the cumulative impacts of environmental and other burdens, and the legacy of racism or other structural or systemic barriers; and
- have equitable access to a healthy, sustainable, and resilient environment in which to live, play, work, learn, grow, worship, and engage in cultural and subsistence practices.¹⁵

Some communities experience disproportionate and adverse environmental, human health, climate-related, and other cumulative impacts, as well as the accompanying economic challenges of such impacts. These disproportionate and adverse impacts can result from industrial, governmental, commercial, and/or other actions, and are more likely to affect low-income and communities of color.

Environmental justice can be supported through equitable development approaches and intentional strategies to ensure that underserved communities,¹⁶ and other communities with

¹⁵ For more information, please visit www.epa.gov/environmentaljustice.

¹⁶ When EPA uses the term “underserved communities” it has the meaning defined in Executive Order 13985: *Advancing Racial Equity And Support For Underserved Communities Through The Federal Government*, which defines “underserved communities” as “populations sharing a particular characteristic, as well as geographic communities, that have been systematically denied a full opportunity to participate in aspects of economic, social, and civic life as exemplified in the preceding definition of equity.” As described in the Executive Order, the term “equity” means the consistent and systematic fair, just, and impartial treatment of all individuals, including individuals who belong to underserved communities that have been denied such treatment, which may include Black, Latino, and Indigenous and Native American persons, Asian Americans and Pacific Islanders and other

environmental justice concerns, have the opportunity to participate in and benefit from decisions that shape their neighborhoods and regions. Applicants should provide specific examples of how the proposed Brownfield Assessment Grant project will address environmental justice challenges in [Section IV.E.](#) and responses will be evaluated against the criteria in [Section V.A.](#)

There are many different approaches that promote equitable development, such as ensuring a mix of housing types across a range of incomes; access to fresh food; access to high-quality jobs; and access to local capital. Communities can put programs or policies in place to help achieve more equitable outcomes including, but not limited to, the creation or integration of affordable housing; local or first-source hiring of contractor or subrecipient employees provided the recipient does not impose geographic preferences for procurements in violation of 2 CFR § 200.319(c);¹⁷ facilitating participation by disadvantaged businesses pursuant to 40 CFR Part 33; inclusionary zoning (where a percentage of new housing is designated as affordable housing); healthy food retailers in places where they do not exist (e.g., food deserts); co-operative ownership models where local residents come together to run a community-owned, jointly owned business enterprise; rent control or community land trusts (to help keep property affordable for residents); supportive local entrepreneurial activities; and adherence to equal lending opportunities.

I.F. Supporting Climate Adaptation and Resilience

EPA defines climate change as changes in global or regional climate patterns attributed largely to human-caused increased levels of atmospheric greenhouse gases. Climate adaptation means taking action to prepare for and adjust to both the current and projected impacts of climate change. Climate change mitigation refers to actions limiting the magnitude and rate of future climate change by reducing greenhouse gas emissions and/or advancing nature-based solutions.¹⁸

The impacts of climate change affect people in every region of the country in different ways, threatening lives and livelihoods and damaging infrastructure, ecosystems, and social systems. Climate change also exacerbates existing pollution problems and environmental stressors impacting the nation's land, air, and water and the people who depend on them. Underserved communities and individuals are particularly vulnerable to these impacts, including low-income communities and communities of color, children, the elderly, Tribes,¹⁹ and Indigenous people. Changing climate conditions could potentially impact the effectiveness of a cleanup remedy, put the health of community members at risk, or result in lost investments and abandoned projects if climate was not factored into vulnerable location reuse plans.

persons of color; members of religious minorities; lesbian, gay, bisexual, transgender, and queer (LGBTQ+) persons; persons with disabilities; persons who live in rural areas; and persons otherwise adversely affected by persistent poverty or inequality.

¹⁷ For grants awarded on or after October 1, 2024, the use of geographic preference to evaluate bids or proposals in response to a grant recipient's competitive solicitation(s) will no longer be prohibited.

¹⁸ For more information, please visit www.epa.gov/climate-adaptation/climate-adaptation-and-epas-role.

¹⁹ There are currently 574 federally recognized Tribes, and there are many names that these sovereign nations use to describe their culture, history, and geography, including Tribe, Village, Nation, Band, and Pueblo. For the purpose of these guidelines, the EPA Brownfields Program uses "Tribe" and "Tribal Nation" as all-encompassing terms.

Brownfield revitalization can support community efforts to become more resilient to climate change impacts by incorporating adaptation and mitigation strategies throughout the assessment, cleanup, and redevelopment process.

Applicants should provide specific examples of how the proposed Brownfield Assessment Grant project will address climate vulnerabilities in [Section IV.E.](#) and responses will be evaluated against the criteria in [Section V.A.](#)

I.G. Supporting High-Quality Jobs, Strong Labor Practices, and Equitable Workforce Pathways

It is a priority of the EPA to invest in projects that support high-quality jobs with the free and fair choice to join a union, have strong labor standards, and promote equitable pathways into these good jobs, consistent with Executive Order 14025, *Worker Organizing and Empowerment* and Executive Order 14052, *Implementation of the Infrastructure Investment and Jobs Act*.

As such, recipients may consider strategies that align with the U.S. Department of Labor's and Department of Commerce's eight [Good Jobs Principles](#) to the greatest extent possible, including compliance with prevailing wage requirements.

Examples include but are not limited to protections for the free and fair choice to join a union; workers covered under a collective bargaining agreement; partnerships with labor organizations; partnerships with the public workforce system and/or community-based organizations to support the recruitment and retention of individuals from underserved communities; utilization of high-quality training models, including [high-road training partnerships](#) as defined by DOL; registered apprenticeship utilization requirements and/or partnerships with pre-apprenticeship programs; ensuring workers are properly classified, given predictable and stable work schedules, and providing family-sustaining benefits, including fringe benefits and a retirement contribution; creating safe and healthy working conditions, including involving worker voice in the development of safety plans and adherence to all OSHA requirements; providing supportive services for workers that face barriers to employment and retention, such as childcare, transportation, mentorship, and other supports; and other strategies that promote equal opportunity and job quality for workers on Brownfield-funded projects.

I.H. Additional Provisions for Applicants Incorporated Into the Solicitation

Additional provisions that apply to Sections [III.](#), [IV.](#), [V.](#), and [VI.](#) of this solicitation and/or awards made under this solicitation, can be found in [EPA's Solicitation Clauses](#). **These provisions are important for applying to this solicitation and applicants must review them when preparing applications.** If you are unable to access these provisions electronically at the website above, please contact the Regional Brownfields Contact listed in [Section VII.](#) to obtain the provisions.

SECTION II. – AWARD INFORMATION

II.A. What is the Amount of Available Funding?

The estimated total funding available for grants under this solicitation is approximately \$46 million and EPA anticipates awarding an estimated 92 Community-wide Assessment Grants ranging from \$300,000 to \$500,000 per grant. These amounts are subject to the availability of funds, quality of applications, and other applicable considerations.

In addition, EPA reserves the right to award additional grants under this competition should additional funding become available. Any additional selections for awards will be made no later than six months from the date of the original selection decision. EPA reserves the right to reject all applications and make no awards under this announcement or make fewer awards than anticipated.

In appropriate circumstances, EPA reserves the right to partially fund applications by funding discrete portions or phases of proposed projects. To maintain the integrity of the competition and selection process, EPA, if it decides to partially fund an application, will do so in a manner that does not prejudice any applicants or affect the basis upon which the application, or portion thereof, was evaluated and selected for award. Awards may be fully or incrementally funded, as appropriate, based on funding availability, satisfactory performance, and other applicable considerations.

II.B. What is the Project Period for Awards Resulting from this Solicitation?

The project period for Community-wide Assessment Grants is up to four years.

II.C. Substantial Involvement

The Brownfields Assessment Grant will be awarded in the form of a cooperative agreement. Cooperative agreements require the EPA Project Officer to be substantially involved in overseeing the work performed by the selected recipients. Although EPA will negotiate precise terms and conditions related to substantial involvement as part of the award process, the anticipated substantial federal involvement for this project may include, but is not limited to:

- Close monitoring of the recipient's performance to verify compliance with the EPA-approved workplan and achievement of environmental results.
- Collaboration during the performance of the scope of work including participation in project activities, to the extent permissible under EPA policies. Examples of collaboration include:
 - Consultation between EPA staff and the recipients on effective methods of carrying out the scope of work provided the recipient makes the final decision on how to perform authorized activities.
 - Advice from EPA staff on how to access publicly available information on EPA or other federal agency websites.
 - With the consent of the recipient, EPA staff may provide technical advice to recipient contractors or subrecipients provided the recipient approves any expenditures of funds necessary to follow advice from EPA staff. (The recipient

remains accountable for performing contract and subaward management as specified in 2 CFR §§ 200.317, 200.318, 200.332 as well as the terms of the EPA cooperative agreement.)

- EPA staff participation in meetings, webinars, and similar events upon the request of the recipient or in connection with a co-sponsorship agreement.
- Reviewing and approving Quality Assurance Project Plans and related documents or verifying that appropriate Quality Assurance requirements have been met where quality assurance activities are being conducted pursuant to an EPA-approved Quality Assurance Management Plan.
- Reviewing proposed procurements in accordance with 2 CFR § 200.325, as well as the substantive terms of proposed contracts or subawards as appropriate. This may include reviewing requests for proposals, invitations for bids, scopes of work, and/or plans and specifications for contracts over \$250,000 prior to advertising for bids.
- Reviewing the qualifications of key personnel (EPA does not have the authority to select employees or contractors, including consultants, employed by the award recipient or subrecipients receiving pass-through awards).
- Reviewing and approving that the Analysis of Brownfield Cleanup Alternatives (ABCA), or equivalent state Brownfields program document, meets the Brownfields Program's requirements for an ABCA.
- Reviewing and commenting on quarterly and annual reports prepared under the cooperative agreement (the final decision on the content of reports rests with the recipient).
- Verifying sites meet applicable site eligibility criteria and ensuring that sites are consistent with the selection criteria outlined in the workplan.
- Participation in periodic telephone conference calls to share ideas, project successes and challenges, etc., with EPA.

SECTION III. – ELIGIBILITY INFORMATION AND THRESHOLD CRITERIA

Note: Additional provisions that apply to this section can be found at [EPA Solicitation Clauses](#).

III.A. Who Can Apply?

The following information indicates which entities are eligible to apply for a Community-wide Assessment Grant.

- General Purpose Unit of Local Government. [For purposes of the EPA Brownfields Grant Program, EPA uses the definition of *Local government* at 2 CFR § 200.1: Local government means a county, municipality, city, town, township, local public authority (including any public and Indian housing agency under the United States Housing Act of 1937), school district, special district, intrastate district, council of governments (whether or not incorporated as a nonprofit corporation under state law), any other regional or interstate government entity, or any agency or instrumentality of a local government.]
- Land Clearance Authority or another quasi-governmental entity that operates under the supervision and control of, or as an agent of, a General Purpose Unit of Local Government.
- Government Entity Created by State Legislature.

- Regional Council established under governmental authority or group of General Purpose Units of Local Government established under Federal, state, or local law (e.g., councils of governments) to function as a single legal entity with authority to enter into binding agreements with the Federal Government.
- Redevelopment Agency that is chartered or otherwise sanctioned by a state.
- State.²⁰
- Federally recognized Indian Tribe other than in Alaska. (The exclusion of Tribes from Alaska, with the exception of the Metlakatla Indian Community as noted below, from Brownfields Grant eligibility is statutory at CERCLA § 104(k)(1). Intertribal Consortia, comprised of eligible Indian Tribes, are eligible for funding in accordance with EPA's policy for funding intertribal consortia published in the *Federal Register* on November 4, 2002, at 67 Fed. Reg. 67181. This policy also may be obtained from your Regional Brownfields Contact listed in [Section VII.](#))
- Alaska Native Regional Corporation, Alaska Native Village Corporation, and Metlakatla Indian Community. (Alaska Native Regional Corporations and Alaska Native Village Corporations are defined in the Alaska Native Claims Settlement Act (43 U.S.C. 1601 and following). For more information, please refer to the FY25 [FAQs.](#))
- Nonprofit organization described in section 501(c)(3) of the Internal Revenue Code.
- Limited liability corporation in which all managing members are 501(c)(3) nonprofit organizations or limited liability corporations whose sole members are 501(c)(3) nonprofit organizations.
- Limited partnership in which all general partners are 501(c)(3) nonprofit organizations or limited liability corporations whose sole members are 501(c)(3) nonprofit organizations.
- Qualified community development entity as defined in section 45D(c)(1) of the Internal Revenue Code of 1986.

Note, individuals, for-profit organizations, organizations exempt from taxation under section 501(c)(4) of the Internal Revenue Code that lobby the Federal government,²¹ and nonprofit organizations that are not tax exempt under section 501(c)(3) are ineligible to receive Brownfields Assessment Grants.

III.B. Threshold Criteria for Community-wide Assessment Grants

This section contains the threshold eligibility criteria that ensure applicants are eligible to receive a Community-wide Assessment Grant. Threshold criteria are pass/fail and are based on certain requests for information identified below. The information you submit will be used by EPA solely to make eligibility determinations for Brownfield Grants and is not legally binding for other purposes including federal, state, or Tribal enforcement actions. Only those applications that pass all the threshold criteria will be evaluated against the evaluation criteria in [Section V.A.](#) of this announcement.

²⁰ As defined in CERCLA § 101(27), the definition of State for purposes of the Brownfields Program “include[s] the several States of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Commonwealth of the Northern Marianas, and any other territory or possession over which the United States has jurisdiction.”

²¹ The Lobbying Disclosure Act (2 U.S.C. 1601 et. seq.) provides requirements for the disclosure of lobbying activities to influence the Federal Government.

Entities applying for an FY25 Community-wide Assessment Grant may not apply for (or be a non-lead coalition member of) an FY25 Assessment Coalition Grant or an FY25 Community-wide Assessment Grant for States and Tribes.

Entities that were awarded (or pending an award for) an FY22, FY23, or FY24 Community-wide Assessment Grant for States and Tribes are not eligible to apply for Assessment Grant funding under this solicitation.

Applicants may not submit multiple applications (i.e., submit applications for different projects) under this solicitation. EPA considers departments, agencies, or instrumentalities of the same state, Tribal, or city governments to be the same applicant if they are directly supervised or controlled by the same elected/appointed executive (even if they have different unique entity identifier numbers). For example, a corporation formed under state or local law to perform redevelopment activities on behalf of or in support of a local government that is primarily staffed by employees of that local government will be considered an agency or instrumentality of that local government. These eligibility determinations are made on a case-by-case basis since state and local laws vary.

Applicants that exceed the number and type of applications allowable will be contacted, prior to review of any of the applications by EPA, to determine which application(s) the applicant will withdraw from the competition.

Applicants deemed ineligible for funding consideration as a result of the threshold eligibility review will be notified within 15 calendar days of the ineligibility determination.

If an application is submitted that includes any ineligible tasks or activities, that portion of the application will be ineligible for funding and may, depending on the extent to which it affects the application, render the entire application ineligible for funding.

EPA staff will respond to questions regarding threshold eligibility criteria, administrative issues related to the submission of the application, and requests for clarification about this announcement. For purposes of the threshold eligibility review, an EPA Brownfields Program representative, if necessary, may seek clarification of applicant information that is included in the application and/or consider information from other sources, including EPA files. Such communications shall not be used to correct application deficiencies or material omissions, materially alter the application or project proposed, or discuss changes to the applicant's responses to any evaluation or selection criteria.

To maintain the integrity of the competition process, EPA staff cannot meet with individual applicants to discuss draft applications, provide informal comments on draft applications, or provide advice to applicants on how to respond to ranking criteria. EPA's limitations on staff involvement with grant applicants are described in [EPA's Policy for Competition of Assistance Agreements](#).²²

²² EPA Order 5700.5A1, *EPA's Policy for Competition of Assistance Agreements* is available at www.epa.gov/grants/epa-order-57005a1-epas-policy-competition-assistance-agreements.

Applications must substantially comply with the submission instructions and requirements set forth in [Section IV](#) of this announcement or they will be rejected. Pages exceeding the page limits described in [Section IV.C](#) for the Narrative Information Sheet and the Narrative, and attachments not specifically required, will not be reviewed.

In addition, applications must be submitted through www.grants.gov as stated in [Section IV](#) and [Appendix 1](#) of this announcement (except in the limited circumstances where another mode of submission is specifically allowed for as explained in [Appendix 1](#)) on or before the application submission deadline. Applicants are responsible for following the submission instructions in [Section IV](#) and [Appendix 1](#) of this announcement to ensure that their application is submitted on time. Please note that applicants experiencing technical issues with submitting through Grants.gov should follow the instructions provided in [Appendix 1](#), which include both the requirement to contact Grants.gov and email a full application to EPA prior to the deadline.

Applications submitted outside of Grants.gov will be deemed ineligible without further consideration unless the applicant can clearly demonstrate that it was late due to EPA mishandling or because of technical problems associated with www.grants.gov or relevant www.sam.gov system issues. An applicant's failure to timely submit their application through www.grants.gov because they did not timely or properly register in www.sam.gov or www.grants.gov will not be considered an acceptable reason to consider a submission outside of Grants.gov.

EPA will verify that the Unique Entity Identifier (UEI) number listed on the application is the correct UEI number for the applicant's organization/department. If the correct UEI number is not included in the application, the application may be deemed ineligible. Applicants need to ensure that the correct Authorized Organization Representative (AOR) and UEI number are listed on the application for the entity that will receive the award and will be held accountable by EPA for the proper expenditure of funds.

Note: Assessment Grants do not require applicants to provide a cost share or match.

Responses to each item below are required and must be included as an attachment to the Narrative that is included in the application submitted to EPA. See [Section IV.C](#) for a complete list of required documents that must be submitted.

1. Applicant Eligibility

- a. From the list of eligible entities in [Section III.A](#), *Who Can Apply?*, **indicate** your applicant type and **provide** information that demonstrates how you are an eligible entity for an Assessment Grant.
 - For entities that are cities, counties, Tribes, or states, affirm that the organization is eligible for funding.
 - For government entities other than cities, counties, Tribes, or states, attach documentation of your eligibility (e.g., resolutions, statutes, etc.).

- For Intertribal consortia, attach documentation that meets the requirements in 40 CFR § 35.504(a) and (c). All members of the Intertribal consortium must authorize the submission of an application.
 - For nonprofit organizations, or organizations comprised of nonprofit organizations, provide documentation as an attachment to the Narrative demonstrating tax-exempt status under section 501(c)(3) of the Internal Revenue Code.
 - For qualified community development entities, provide documentation as an attachment to the Narrative certifying the organization’s status.
- b. **Indicate** if your organization is exempt from Federal taxation under section 501(c)(4) of the Internal Revenue Code.
- If yes, **indicate** if your organization lobbies the Federal government. *Note, if yes, the organization is ineligible for an EPA Brownfields Grant.*
 - If yes, but your organization does not lobby the Federal government, **attach** a legal opinion that states that the organization does not engage in lobbying activities.²³
2. **Community Involvement**
Provide information that demonstrates how you intend to inform and involve the community and other stakeholders in the planning, implementation, and other brownfield assessment activities described in your application.
3. **Expenditure of Existing Grant Funds**
Indicate if the applicant has an open²⁴ EPA Brownfields Assessment Grant or Multipurpose Grant.

Current EPA Brownfields Assessment Grant recipients and Multipurpose Grant recipients must demonstrate that payment has been received from EPA (also known as “drawn down”), and drawn down funds have been disbursed for at least 70.00% of the funding for each Assessment and Multipurpose cooperative agreement they have with EPA by **October 1, 2024**, in order to apply for Assessment Grant funding under this solicitation.

To demonstrate this, applicants must **attach** a copy of a financial record displaying the amount of cooperative agreement funds drawn down (e.g., a report from the Automated Standard Application for Payments (ASAP) or general ledger entries). If necessary, applicants may contact the assigned EPA Project Officer for the cooperative agreement(s) or Elyse Salinas (brownfields@epa.gov) to obtain draw down information from EPA’s grant financial database (Compass Data Warehouse). Disbursements of drawn down funds must comply with requirements in [EPA’s General Terms and Conditions](#) for timely disbursement of EPA funds (i.e., recipients other than states must substantially disburse all of the funds within 5 business days of draw down).

²³ The Lobbying Disclosure Act (2 U.S.C. 1601 et. seq.) provides requirements for the disclosure of lobbying activities to influence the Federal Government.

²⁴ For the purposes of this requirement, the term “open” refers to a grant period of performance that has not ended.

4. Contractors and Named Subrecipients

- **Contractors.**

EPA does not require or encourage applicants to procure contractors (including consultants) before the EPA cooperative agreement is awarded, but applicants may choose to do so.

Applicants, other than state (which includes territories)²⁵ or Tribal (for grants awarded on or after October 1, 2024) applicants, that have procured a contractor(s) where the amount of the contract will be more than the micro-purchase threshold in [2 CFR § 200.320\(a\)\(1\)](#) (\$10,000 for most applicants) must demonstrate how the contractor (including consultants) was selected in compliance with the fair and open competition requirements in 2 CFR Part 200 and 2 CFR Part 1500.²⁶ Additionally, **all** applicants (including state, territory, and Tribal), regardless of the amount of the contract, must conduct their procurements in accordance with 40 CFR Part 33 (EPA's Participation by Disadvantaged Business rule). EPA provides guidance on complying with the competition requirements in the [Best Practice Guide for Procuring Services, Supplies, and Equipment Under EPA Assistance Agreements](#)²⁷ and the [Brownfields Grants: Guidance on Competitively Procuring a Contractor](#).²⁸ For example:

- EPA will not accept sole source justifications for procurement contracts for services such as environmental consulting, engineering, and remediation that are available in the commercial marketplace.
- Firms or individual consultants that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements as provided in [2 CFR § 200.319\(b\)](#).
- Consistent with 2 CFR § 200.320(b)(2)(iii), for contracts over \$250,000, price must be an evaluation factor in the review of proposals or quotes.

Applicants must **disclose** whether they have already selected a contractor that will be compensated with EPA funds made available under this RFA. If a contractor(s) has

²⁵ As defined in CERCLA § 101(27), the definition of State for purposes of the Brownfields Program “include[s] the several States of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Commonwealth of the Northern Marianas, and any other territory or possession over which the United States has jurisdiction.”

²⁶ Consistent with 2 CFR § 200.317, states as defined in 2 CFR § 200.1 follow the same competitive policies and procedures they use for procurements from their non-Federal funds. This regulatory coverage will be extended to Tribes effective October 1, 2024 (e.g., the extended coverage will apply to grants awarded to Tribes on or after October 1, 2024).

²⁷ EPA's *Best Practice Guide for Procuring Services, Supplies, and Equipment Under EPA Assistance Agreements* is available at www.epa.gov/grants/best-practice-guide-procuring-services-supplies-and-equipment-under-epa-assistance-agreements.

²⁸ EPA's *Brownfields Grants: Guidance on Competitively Procuring a Contractor* is available at www.epa.gov/system/files/documents/2023-04/BF%20Guidance%20on%20Competitively%20Procuring%20a%20Contractor%204-25-23-508compliant.pdf.

been selected prior to submitting the application to EPA (including when a contractor(s) has been selected under a “dual procurement process” for both grant proposal writing and grant implementation services), applicants must **describe**:

- the procurement procedures that were followed to hire the contractor(s) and include information on **where and when** the Request for Proposals/Request for Qualifications was posted;
- the length of time the RFP/RFQ was advertised;
- the number of firms solicited and the number of offers received and considered; and
- the name(s) of the firm(s) the applicant entered into contract with.

Note, regardless of whether the solicitation is issued as a Request for Proposals or a Request for Qualifications, price reasonableness for the grant implementation work must be a selection factor in the evaluation of proposals or quotes for Brownfields Assessment Grants. See the [Brownfields Grants: Guidance on Competitively Procuring a Contractor](#) for additional guidance.

Provide a copy of (or link to) the solicitation documents and the signed executed contract.

Alternatively, **state** ‘n/a’ or ‘not applicable’ if a contractor has not been procured.

Successful applicants that procure a contractor(s) after being advised by EPA of selection, but prior to award, must describe how they complied with the procurement procedures described above when submitting the final workplan for the award.

Recipients of EPA funding that select a contractor(s) after award must fully comply with the procurement standards at 2 CFR Part 200, 2 CFR Part 1500, and 40 CFR Part 33.

- **Named Subrecipients.**

EPA does not require or encourage applicants to name a specific subrecipient(s) in the application for Brownfields Grant funding. However, if an applicant chooses to identify a specific subrecipient(s) to conduct work proposed in this application, the applicant must comply with the following requirements even if the entity is referred to as a “partner” in the application.

Successful applicants that do not name a specific subrecipient(s) in their application but identify a subrecipient(s) after being advised of selection, must also comply with the requirements described below.

All applicants, including states, territories, and Tribes, that name a specific subrecipient in this application must demonstrate that the subrecipient is eligible for a

subaward in compliance with [Appendix A](#)²⁹ of [EPA's Subaward Policy for EPA Assistance Agreement Recipients](#).³⁰ This policy provides, among other things, that transactions between recipients and for-profit firms and individual consultants are procurement contracts rather than subawards when the transaction involves the acquisition of services from the firm or individual.

Refer to [EPA's Contracts and Subawards Solicitation Clause](#)³¹ for additional guidance on these requirements which must be met for all contractors (except for micro-purchases as described above) and/or subrecipients specifically named in the application.

Describe how the named subrecipient is eligible for a subaward (e.g., is a nonprofit organization or unit of government). Alternatively, **state** 'n/a' or 'not applicable' if a subrecipient is not named.

Failure to provide the requested information will result in rejection of the application. EPA staff may contact the applicant to clarify issues or obtain additional information before making a final eligibility determination. If EPA determines that the process you completed to select a contractor was not compliant with the federal regulations in 2 CFR Part 200 and 2 CFR Part 1500 and 40 CFR Part 33 and your application is selected for funding, you will need to prepare and issue a new RFP/RFQ that is compliant with federal procurement regulations. Additionally, EPA may review the new RFP/RFQ and selection process to ensure compliance with fair and open competition requirements. Please see Section D. in the FY25 [FAQs](#) for additional guidance.

III.C. Cost Sharing and Matching Requirements

As provided in [2 CFR § 200.1](#), cost sharing or matching means the portion of project costs not paid by Federal funds or contributions. **Consistent with the authorizing statute in CERCLA § 104(k)(7), cost sharing and matching funds are not required under this competition.** As provided in [2 CFR § 200.1](#), *Voluntary committed cost sharing* is when an applicant voluntarily proposes to legally commit to provide costs or contributions to support the project when a cost share is not required. **Voluntary cost share will not be accepted under this competition.**

²⁹ *Appendix A of EPA's Subaward Policy* is available at www.epa.gov/sites/production/files/2020-11/documents/gpi-16-01-subaward-policy_app-a.pdf.

³⁰ *EPA's Subaward Policy for EPA Assistance Agreement Recipients* is available at www.epa.gov/grants/grants-policy-issuance-gpi-16-01-epa-subaward-policy-epa-assistance-agreement-recipients.

³¹ *EPA's Solicitation Clauses* are available at www.epa.gov/grants/epa-solicitation-clauses.

SECTION IV. – APPLICATION SUBMISSION INFORMATION

Note: Additional provisions that apply to this section can be found at [EPA Solicitation Clauses](#).

IV.A. How to Obtain an Application Package

An application package may be obtained by visiting this opportunity (EPA-OLEM-OBLR-24-08) on www.grants.gov. Applicants will be prompted to initiate the application process by generating a Workspace for this opportunity.

IV.B. Due Date and Submission Instructions

Your organization's Authorized Organization Representative (AOR) must submit your complete application package³² electronically to EPA through www.grants.gov. Applications must be received no later than 11:59 p.m. ET on **November 14, 2024**. Please allow enough time to successfully submit your application package and allow for unexpected errors that may require you to resubmit. Occasionally, technical and other issues arise when using www.grants.gov.

Applications received after 11:59 p.m. ET on **November 14, 2024**, will not be considered for funding.

Follow the Submission Instructions in Section B.1. in [Appendix 1](#) for the requirements to apply in www.grants.gov. To submit an application through www.grants.gov, your organization must:

- Have an active System for Award Management (SAM) account in www.sam.gov and a Unique Entity Identifier (UEI) assigned by www.sam.gov;
- Be registered in www.grants.gov; and
- Have the E-Business Point of Contact designate an AOR in www.grants.gov.

The registration process for all the above items **may take a month or more to complete**. Please refer to the FY25 [FAQs](#) for additional information on the registration requirements.

The electronic submission of your application must be made by the AOR of your institution who is registered with www.grants.gov and is authorized to sign applications for federal assistance. Refer to [Appendix 1](#) for specific instructions on how to apply through www.grants.gov.

If you do not have the technical capability to apply electronically through www.grants.gov because of limited or no Internet access which prevents you from being able to upload the required application materials to www.grants.gov, please refer to the procedures in [Appendix 1](#).

If you submit more than one application for the same, identical project (either in error or to replace a previously submitted application), EPA will only review the most recently received application for that project unless you notify Elyse Salinas (brownfields@epa.gov) and specify which application you want EPA to review.

³² Note, for the purposes of this competition, the “application package” includes the required federal forms available at www.grants.gov, as well as the Narrative Information Sheet, the Narrative, and associated attachments.

IV.C. Content and Form of Application Submission

The application must stand on its own merits based on the responses to the relevant ranking criteria in [Section IV.E.](#)

All application materials must be in English. The Narrative Information Sheet and the Narrative must be typed, single-spaced, on letter-sized (8.5 x 11-inch) paper, and should **use standard Times New Roman, Arial, or Calibri fonts with a 12-point font size**. The Application Submission Checklist below outlines the documents to include in the application. Extraneous materials, including photos, graphics, and attachments not listed, will not be considered.

APPLICATION SUBMISSION CHECKLIST

• Federal application materials required by www.grants.gov (see Appendix 1)
• Narrative Information Sheet (3-page limit, single-spaced) (see Section IV.D.)
• Narrative Information Sheet Attachment: ○ Letter from the state or Tribal environmental authority (see Section IV.D.9.)
• The Narrative, which includes responses to the ranking criteria (10-page limit, single-spaced) (see Section IV.E.)
• Threshold Criteria Responses (as an attachment(s)): ○ A statement of applicant eligibility if a city, county, state, or Tribe (see Section III.B.1.) ○ Documentation of applicant eligibility if other than a city, county, state, or Tribe; e.g., resolutions, statutes, Intertribal Consortium documentation, or documentation of 501(c)(3) tax-exempt status or qualified community development entity (see Section III.B.1.) ○ A statement of the applicant's 501(c)(4) tax-exempt status and, if applicable, legal opinion regarding lobbying activities (see Section III.B.1.) ○ Description of community involvement (see Section III.B.2.) ○ Documentation of the available balance on each open Assessment Grant and Multipurpose Grant; or an affirmative statement that the applicant does not have an open Assessment Grant or Multipurpose Grant (see Section III.B.3.) ○ Discussion on contractors and named subrecipients; or an affirmative statement that a contractor has not been procured and a subrecipient has not been named (see Section III.B.4.) ○ A copy of (or link to) the solicitation documents and the signed executed contract as applicable (see Section III.B.4.)

IV.D. Narrative Information Sheet

The Narrative Information Sheet should address the information below and shall not exceed three, single-spaced pages. Do not include a summary or overview of your narrative/project. Any pages submitted over the page limit or information beyond what is requested below will not be considered and may be redacted. EPA does not consider information in the Narrative Information Sheet to be responses to the ranking criteria. Provide the Narrative Information Sheet on the

applicant's official letterhead. You will not be penalized if you provide this information to EPA in a different format.

1. Applicant Identification Provide the name and full address of the entity applying for funds. This is the agency or organization that will receive the grant and be accountable to EPA for the proper expenditure of funds.
2. Website URL Provide the website URL of your organization. If selected for funding, EPA will include the link to your website on the [Brownfields Grant Factsheet Tool](#).
3. Funding Requested
 - a. Assessment Grant Type Indicate "Community-wide."
 - b. Federal Funds Requested
\$_____ (Include the amount being requested from EPA; must not exceed \$500,000.)
4. Location Provide the a) city, b) county, and c) state or reservation, Tribally owned lands, Tribal fee lands, etc., of the community(ies) that you propose to serve.
5. Target Area and Priority Site Information
 - List the target area(s) discussed in the Narrative.
 - *Applicants other than Tribal Nations and territories*, for each target area that is smaller than a city/town, list the eleven-digit census tract number(s) within the target area. (Please see the FY25 [FAQs](#) for guidance on how to find the eleven-digit census tract number for a target area.)
 - Provide the address(es) of the priority site(s) proposed in the Narrative.
 - (Optional) As a separate one-page attachment, you may include a map to visually depict the target area(s) and/or priority site(s). Do not include any additional information or data on the map. Maps will not be evaluated and will not count against the 3-page limit. Applicants that do not include a map will not be penalized.
6. Contacts
 - a. Project Director Provide the name, phone number, email address, and mailing address of the Project Director assigned to this proposed project. This person should be the main point of contact for the project and should be the person responsible for the project's day-to-day operations. The Project Director may be contacted if other information is needed.
 - b. Chief Executive/Highest Ranking Elected Official Provide the name, phone number, email address, and mailing address of the applicant's Chief Executive or highest ranking elected official. For example, if your organization is a municipal form of government, provide this information for the Mayor or County Commissioner. Otherwise, provide this information for your organization's Executive Director or President. These individuals may be contacted if other information is needed.
7. Population
 - If you are a city/town, provide the population of your jurisdiction.

- If you are a county/parish/borough, state, or regional organization that covers a geographic area with more than one city/town, provide the population of the city(ies)/town(s) in which each priority site/target area is located.
- If you are a nonprofit organization exempt from taxation under section 501(c)(3) or a qualified community development entity, provide the population of the city(ies)/town(s) in which each priority site/target area is located.
- If you are a Tribe, provide the number of Tribal/non-tribal members affected.

Population data can be found at www.census.gov.

8. **Other Factors** Applicants claiming one or more of the other factors below must provide a summary in the Narrative on the applicable other factor(s). Please identify which of the below items apply to your community/proposed project by noting the corresponding Narrative page number. **If none of the Other Factors apply to your community/proposed project, please provide a statement to that effect.** EPA may verify this information prior to selection.

Sample Format for Providing Information on the Other Factors	Page #
Community population is 15,000 or less.	
The applicant is, or will assist, a federally recognized Indian Tribe or United States Territory.	
The priority site(s) is impacted by mine-scarred land.	
The priority site(s) is adjacent to a body of water (i.e., the border of the priority site(s) is contiguous or partially contiguous to the body of water, or would be contiguous or partially contiguous with a body of water but for a street, road, or other public thoroughfare separating them).	
The priority site(s) is in a federally designated flood plain.	
The reuse of the priority site(s) will facilitate renewable energy from wind, solar, or geothermal energy.	
The reuse of the priority site(s) will incorporate energy efficiency measures.	
The proposed project will improve local climate adaptation/mitigation capacity and resilience to protect residents and community investments.	
At least 30% of the overall project budget will be spent on eligible reuse/area-wide planning activities, as described in Section I.B. , for priority site(s) within the target area(s).	
The target area(s) is impacted by a coal-fired power plant that has recently closed (2014 or later) or is closing.	

9. **Letter from the State or Tribal Environmental Authority (not included in the three-page limit)** For an applicant other than a state or Tribal environmental authority, attach a current letter from the appropriate state or Tribal environmental authority (or equivalent state or Tribal regulatory oversight authority) acknowledging that the applicant plans to conduct assessment

activities and is planning to apply for FY25 federal Brownfields Grant funds. Letters regarding applications from prior years are not acceptable.

If you are applying for multiple types of grants, you only need to receive one letter from your state or Tribal environmental authority acknowledging the relevant grant activities. However, you must provide a copy of this letter, as an attachment, with each of your applications. Please note that general correspondence and documents evidencing state involvement with the project (i.e., state enforcement orders or state notice letters) are not acceptable. Coordinate early with your state or Tribal environmental authority in order to allow adequate time for you to obtain the acknowledgment letter and include it in your application.

10. Releasing Copies of Applications

In concert with EPA's commitment to conducting business in an open and transparent manner, copies of applications submitted under this solicitation may be made publicly available on [EPA's Office of Brownfields and Land Revitalization](#) website or other public website for a period of time after the selected applications are announced. EPA recommends that applications not include trade secrets or commercial or financial information that is confidential or privileged, or sensitive information that, if disclosed, would invade another individual's personal privacy (e.g., an individual's salary, personal email addresses, etc.). However, if such information is included, it will be treated in accordance with [40 CFR § 2.203](#). (Review [Section IV.G.](#) for more information.)

Clearly indicate which portion(s) of the application you are claiming as confidential, privileged, or sensitive information, or state 'n/a' or 'not applicable' if the application does not have confidential, privileged, or sensitive information. As provided at 40 CFR § 2.203(b), if no claim of confidential treatment accompanies the information when it is received by EPA, it may be made available to the public by EPA without further notice to the submitter.

IV.E. Narrative/Ranking Criteria

The Narrative (including citations) shall not exceed 10 single-spaced pages. Any pages submitted over the page limit will not be evaluated.

The Narrative must include clear, concise, and factual responses to all ranking criteria and sub-criteria below. The Narrative must provide sufficient detail to allow for an evaluation of the merits of the application. **A response to a criterion/sub-criterion that is included in a different section of the Narrative may not be scored as favorably.** If a criterion does not apply, clearly state this. **Any criterion left unanswered may result in zero points given for that criterion.** Responses to the criteria should include the criteria number and title but need not restate the entire text of the criteria.

If the application is selected for funding, the information in your Narrative will be incorporated into the workplan and will become the scope of your grant, subject to any adjustments to clarify issues with carrying out the project's scope of work made during the post-selection negotiation process. The workplan is a legally binding document. Therefore, applicants should carefully consider and accurately respond to the criteria below, including the identification of the

geographic boundary(ies) (which will become the boundary(ies) in which work can be performed), the discussion on the target area(s), the criteria for which sites will be selected, the use of grant funds, and leveraged resources committed to the project that will materialize during the period of performance. EPA may not permit material changes to the workplan.

Section IV.E. below includes sample format tables that applicants may use to present all or a portion of their response. Applicants that do not use the sample format tables will not be penalized when EPA evaluates their applications.

1. PROJECT AREA DESCRIPTION AND PLANS FOR REVITALIZATION

a. Target Area and Brownfields

i. Overview of Brownfield Challenges and Description of Target Area

Identify the geographic boundary(ies)³³ where you propose to conduct activities under this grant and discuss the brownfield challenges and their impacts. Provide a brief overview of how this grant may help address those challenges and impacts.

Within the geographic boundary(ies), identify and describe the specific target area(s) where you plan to focus grant activities, such as a neighborhood, district, corridor, or census tract. *(Depending on the scope and design of your project, one or more target areas may be presented.)*

ii. Description of the Priority Brownfield Site(s)

Provide an overview of the brownfield sites in the target area(s) with information such as number of sites, size, and environmental concerns. Then, highlight one or more sites that are a priority and discuss why the site(s) is a priority for assessment and reuse. Include information such as past and current land uses, current site conditions (including structures), and potentially related environmental issues.

iii. Identifying Additional Sites

Describe the plan to identify additional sites for eligible activities throughout the geographic boundary(ies) identified in *1.a.i. Overview of Brownfield Challenges and Description of Target Area* if grant funds remain after addressing the target area(s)/priority site(s). Identify the criteria that will be used to prioritize additional sites for selection.

All applicants except Tribes, eligible Tribal entities, and territories – Describe how your prioritization criteria will consider whether a site is located in an underserved community (as defined in footnote 16) and/or a disadvantaged community (as identified by CEJST).

b. Revitalization of the Target Area

³³ The geographic boundary may be the jurisdiction of a unit of government.

i. Reuse Strategy and Alignment with Revitalization Plans

Describe the reuse strategy, or projected reuse, for the priority site(s) and discuss how the reuse strategy/projected reuse aligns with and advances the local government's land use and revitalization plans or related community priorities.

ii. Outcomes and Benefits of Reuse Strategy

Describe how the proposed project or revitalization plans may stimulate economic development in the target area(s) once cleanup of the priority site(s) is complete, and/or how the grant will facilitate the creation of, preservation of, or addition to a park, a greenway, undeveloped property, recreational property, or other property used for nonprofit purposes in the target area(s).

Describe how the proposed project will improve local climate adaptation/mitigation capacity and resilience to protect residents and community investments. (*Climate adaptation/mitigation is defined in [Section I.F.](#)*)

If applicable, describe how the reuse of the priority site(s) will facilitate renewable energy from wind, solar, or geothermal energy; or will incorporate energy efficiency measures. (*For more information on energy efficiency measures, please refer to the FY25 [FAQs](#) and [Renewable Energy or Energy-Efficient Approaches in Brownfields Redevelopment Fact Sheet](#).³⁴*)

c. Strategy for Leveraging Resources

i. Resources Needed for Site Reuse

Describe your access to funding from other resources (e.g., any other EPA Brownfields resources or public or private resources) and how the grant will stimulate the availability of additional funds to support the completion of the environmental site assessment or remediation, and subsequent reuse strategy at the priority site(s). (*Do not duplicate sources discussed in 3.a. Description of Tasks/Activities and Outputs.*)

ii. Use of Existing Infrastructure

Describe how this grant will facilitate the use of existing infrastructure at the priority site(s) and/or within the target area(s).

If additional infrastructure needs or upgrades are key to the reuse of the priority site(s), describe the infrastructure needs/upgrades and funding resources that will be sought to implement that work.

³⁴ The *Renewable Energy or Energy-Efficient Approaches in Brownfields Redevelopment Fact Sheet* is available at www.epa.gov/brownfields/are-you-considering-renewable-energy-or-energy-efficient-approaches-your-brownfields.

2. COMMUNITY NEED AND COMMUNITY ENGAGEMENT

a. Community Need

i. The Community's Need for Funding

Describe how this grant will meet the needs of the community(ies) (i.e., the communities located within the geographic boundary(ies)) that has an inability to draw on other sources of funding to carry out environmental assessment or remediation, and subsequent reuse in the target area(s) **because of the small population and/or low-income of the community.**

ii. Threats to Sensitive Populations

Applicants are encouraged to use [EPA's EJScreen Tool](#)³⁵ (or other EJ-focused geospatial mapping tools) to better understand the communities that may be adversely and disproportionately affected by environmental or human health harms and risks. Applicants can include data from EJScreen in the Narrative to help characterize and describe the target area(s) and its community(ies). Data from other sources (e.g., studies, census, and third-party reports) can also be included to give a more complete picture of the impacted communities and populations. For more information on using EJScreen data in your Brownfields Grant application, please refer to the FY25 [FAQs](#) and a recorded demonstration available on [EPA's Brownfields Program website](#).³⁶

Applicants are also encouraged to use the [Climate and Economic Justice Screening Tool \(CEJST\)](#)³⁷ to identify whether their priority site(s) is located within a disadvantaged community, for purposes of Justice40. For more information on using CEJST data in your Brownfields Grant application, please refer to the FY25 [FAQs](#).

(1) Health or Welfare of Sensitive Populations

Identify sensitive populations³⁸ in the target area(s). Describe the health or welfare issues³⁹ of such groups and discuss how this grant and reuse strategy/projected site reuse(s) will address those issues and/or help identify and reduce threats to the health or welfare of such groups.

(2) Greater Than Normal Incidence of Disease and Adverse Health Conditions

Describe how this grant and reuse strategy/projected site reuse(s) will address, or help identify and reduce, threats to populations in the target area(s) that suffer from a greater-than-normal incidence of diseases or conditions (including cancer, asthma, or birth defects) that may be associated with exposure to hazardous substances, pollutants, contaminants, or petroleum.

³⁵ EPA's EJScreen Tool is available at www.epa.gov/ejscreen.

³⁶ A recorded demonstration on how to use EJScreen is available at www.epa.gov/brownfields/ejscreen-demonstration-brownfield-grant-applications.

³⁷ CEJST is available at screeningtool.geoplatform.gov/en/.

³⁸ Sensitive populations are defined in CERCLA § 104(k)(6)(C)(x).

³⁹ Health and welfare issues may result from the impacts of climate change. For more information, please refer to the FY25 [FAQs](#).

(3) Environmental Justice

(a) Identification of Environmental Justice Issues

Describe the environmental justice issues and how they affect an underserved community(ies) and/or a disadvantaged community(ies)⁴⁰ (as identified by CEJST) in the target area(s). (*Environmental justice is defined in [Section I.E.](#)*)

All applicants except Tribes, eligible Tribal entities, and territories – Additionally, indicate if a priority site(s) identified in 1.a.ii. Description of the Priority Brownfield Site(s) is located within a disadvantaged community (as identified by CEJST).

(b) Advancing Environmental Justice

Discuss how this grant and reuse strategy/projected site reuse(s) will advance environmental justice and minimize the unintended displacement of residents and/or businesses among the community(ies) in the target area(s).

Please refer to the FY25 [FAQs](#) for more information on welfare, sensitive populations, environmental justice, examples of variables relevant to considering an underserved community, how to determine if a site is located within a disadvantaged community (as identified by CEJST), and displacement.

b. Community Engagement

To conserve space, you may present information for 2.b.i. – 2.b.ii. in the same response and/or use the suggested table format below.

i. Project Involvement

Identify the local organizations/entities/groups that will be involved in and will provide assistance/information to assist you with this project. This includes community-based organizations and/or community liaisons representing residents directly affected by the project work in the target area(s).

Project involvement may be provided by a broad and diverse group of entities including, but not limited to, community-based organizations (e.g., neighborhood groups, citizen groups, business organizations, etc.), as well as community liaisons, property owners, lenders, developers, cities/towns within a regional organization's target area(s), entities that are a part of a formal partnership agreement (e.g., through an MOA), and the general public.

(See [Section I.B.](#) for additional information on community liaisons, which may be supported by the grant through participant support costs.)

⁴⁰ Under this announcement where considerations are given to disadvantaged communities, EPA will also give similar consideration consistent with the statute to all communities located in a U.S. Territory (Puerto Rico, U.S. Virgin Islands, Guam, American Samoa, and Commonwealth of the Northern Mariana Islands).

ii. Project Roles

Describe the role each identified local organization/entity/group will have in the project including how it will be meaningfully involved in making decisions with respect to site selection, cleanup, and future reuse of the brownfield sites, including the priority site(s).

Sample Format for List of Organizations/Entities/Groups & Roles

Name of organization/entity/group	Entity's mission	Point of contact (name & email)	Specific involvement in the project or assistance provided
<i>Add rows as needed</i>			

iii. Incorporating Community Input

Discuss your plan to communicate project progress to the local community, residents/groups directly affected by the project work, and the local organizations/entities/groups that will be involved in the project. Include the frequency and method(s) you will use (including methods that offer an alternative to in-person community engagement) and how input will be solicited, considered, and responded to.

3. TASK DESCRIPTIONS, COST ESTIMATES, AND MEASURING PROGRESS

Local government applicants may use up to 10% of the total grant award for health monitoring activities. The health monitoring activities must be associated with brownfield sites at which at least a Phase II environmental site assessment is conducted and that are contaminated with hazardous substances. Coordination with the local health agency is required. Please review the [Health Monitoring Fact Sheet](#) for more information.

Cooperative agreements with successful applicants under this solicitation will be subject to the administrative cost limitation described at CERCLA § 104(k)(5)(E). Successful applicants may only use up to 5% of the total amount of EPA funds for their own administrative costs (direct costs for grant administration and indirect costs). For example, if EPA awards \$500,000 to an applicant, the 5% cap for administrative costs equals \$25,000. Costs must be classified as direct or indirect consistently and applicants may not classify the same cost in both categories. The limitation on administrative costs does not apply to otherwise allowable programmatic costs (including indirect costs) charged by procurement contractors. Note that EPA considers costs for performance and financial reporting to be allowable programmatic costs that are not subject to the 5% limitation.

For applications that include indirect costs in the budget and are selected for funding, an EPA Grants Specialist or Grants Management Officer may request a copy of the indirect cost rate agreement that was negotiated with the cognizant agency before the cooperative agreement is awarded.

Do not include activities that are ineligible uses of EPA Assessment Grant funds (e.g., land acquisition; building demolition that is not necessary to assess contamination at the site; building construction, site preparation, or remediation).

Please refer to the FY25 [FAQs](#) for additional examples of eligible and ineligible uses of funds (including administrative costs). For questions not covered by the FY25 [FAQs](#), contact your Regional Brownfields Contact listed in [Section VII](#).

a. Description of Tasks/Activities and Outputs

Provide a list and description of the tasks/activities required to implement the proposed project. You may respond to this criterion using the sample format for each task/activity.

Sample Format for Tasks/Activities

Task/Activity:
i. Project Implementation ▪ EPA-funded tasks/activities: ▪ Non-EPA grant resources needed to carry out tasks/activities, if applicable:
ii. Anticipated Project Schedule:
iii. Task/Activity Lead:
iv. Outputs:

i. Project Implementation

- Discuss the EPA-funded tasks/activities that will take place under this grant.

If you plan to issue a subaward(s), indicate what tasks/activities or services will be provided.

If you plan to include participant support costs in your project to pay for activities associated with a community liaison(s), describe the process you will follow for determining the amounts of the allowable stipend(s), procedures for accounting for participant support cost payments (including receipts), and documenting that the costs are allowable and do not duplicate other support provided through other Federal, state, Tribal, or local programs.

Typical eligible tasks/activities may include cooperative agreement oversight, procuring a Qualified Environmental Professional, inventory work, community engagement (including using participant support costs associated with up to one community liaison per target area (see [Section I.B.](#) for details)), site selection, securing site access, Phase I and Phase II environmental site assessments, cleanup planning at a specific site (including developing an Analysis of Brownfield Cleanup Alternatives (ABCA), and coordination with the local health agency on health monitoring activities. Planning tasks/activities⁴¹ may include reuse

⁴¹ For more information on eligible planning activities, review the *Planning Program Fact Sheets* at www.epa.gov/brownfields/information-eligible-planning-activities.

planning, the development of an area-wide plan, conducting market feasibility studies, evaluating infrastructure needs, etc.

- If applicable, identify tasks/activities that are needed to support or complement the grant that will be contributed by sources other than the EPA grant, such as leveraged resources or funding contributed by your organization. (For example, the applicant does not charge the EPA grant for salary dollars and therefore contributes its own resources to carry out programmatic oversight activities or grant administration.) *(Do not duplicate sources listed in 1.c.i. Resources Needed for Site Reuse.)*

ii. Anticipated Project Schedule

Discuss the anticipated schedule and timeline for the EPA-funded activities outlined above in 3.a.i. *Project Implementation* during the 4-year period of performance.

EPA may reimburse successful applicants for eligible programmatic pre-award costs incurred up to 90 days prior to award. Applicants may include pre-award costs for eligible activities in their proposed project. Travel expenses associated with brownfields-related training, such as the National Brownfields Training Conference, is an eligible expense. The budget/project period start date must be before the date that any proposed pre-award costs are incurred. For more information on pre-award costs, please see the FY25 [FAQs](#).

iii. Task/Activity Lead

For each task/activity, identify the lead entity(ies) overseeing the various activities (i.e., the applicant, qualified environmental professional, or other identified entity). If an entity(ies) other than the applicant is the lead, explain why the lead entity(ies) (and not the applicant) is appropriate to oversee the activity(ies). *(Note, the local health agency must be involved in health monitoring activities.)*

iv. Outputs

Identify, and quantify as appropriate, the anticipated outputs/deliverables for each task/activity.

Outputs may include, but are not limited to, quarterly reports, site inventories, Phase I and Phase II environmental site assessment reports, site cleanup plans, final Analysis of Brownfield Cleanup Alternatives (ABCA) documents, an area-wide plan, or community meetings. *(Refer to [Section I.D.](#) for an explanation of outputs.)*

b. Cost Estimates

Describe how cost estimates for each task were developed per budget category, including direct administrative costs (if applicable) and indirect administrative costs (if applicable). Present costs per unit where appropriate. *(Note, the total amount of direct and indirect administrative costs cannot exceed 5% of the total EPA-requested funds.)*

For information on best practices for preparing budgets for applications for EPA grants, refer to the [Interim General Budget Development Guidance for Applicants and Recipients of EPA Financial Assistance](#).⁴²

Sample Format for Budget (do not change Budget Categories)

Budget Categories		Project Tasks (\$)				Total
		(Task 1)	(Task 2)	(Task 3)	(Task 4)	
Direct Costs	Personnel					
	Fringe Benefits					
	Travel ¹					
	Equipment ²					
	Supplies					
	Contractual					
	Construction ³					
	Other (include subawards and specific participant support costs such as stipends) (specify type) _____					
Total Direct Costs ⁴						
Indirect Costs ⁴						
Total Budget (Total Direct Costs + Indirect Costs)						
¹ Travel to brownfields-related training conferences is an acceptable use of these grant funds. ² Consistent with the updates to 2 CFR § 200.1 that will impact grants awarded on or after October 1, 2024, EPA defines equipment as items that cost \$10,000 or more with a useful life of more than one year unless the applicant has a lower threshold for equipment costs. Items costing less than \$10,000 (e.g., laptop computers) are considered supplies. Generally, equipment is not required for Brownfield Grants. ³ Costs must be placed on the Construction budget line when at least 50% of the estimated amount of the contract(s) will be for the remediation of contamination at the brownfield site. Construction costs do not typically apply to assessment activities. See the FY25 FAQs for more information. ⁴ Administrative costs (direct and/or indirect) for the Assessment Grant applicant itself cannot exceed 5% of the total EPA-requested funds.						

You may use the sample table format above to present how you plan to allocate grant funds for tasks/activities described in [Section IV.E.3.a.](#) by budget category. Replace the task number heading in the sample table with the actual title of the task.

Only include costs to be covered by EPA grant funds in this table. Leveraged resources should not be included in the budget table.

⁴² The *Interim General Budget Development Guidance for Applicants and Recipients of EPA Financial Assistance* is available at www.epa.gov/grants/rain-2019-g02.

Do not distinguish between hazardous substances and petroleum funding requests.
Provide budget information in one table.

Examples of costs per unit may include:

Task 2, Phase I Environmental Site Assessments

- *Personnel Costs*: 20 hours at an average rate of \$50/hr = \$1,000
- *Contractual Costs*: 5 Phase I site assessments at an average cost of \$3,500 = \$17,500

c. Plan to Measure and Evaluate Environmental Progress and Results

Discuss your plan and system to track, measure, and evaluate progress in achieving expected project outputs, overall project results, and eventual project outcomes.
(Definitions of outputs and outcomes are provided in [Section I.D.](#))

4. PROGRAMMATIC CAPABILITY AND PAST PERFORMANCE

Provide responses for the organization that is applying for funding.

a. Programmatic Capability

To conserve space, you may present information for 4.a.i. – 4.a.iii. in the same response.

i. Organizational Capacity

Discuss the applicant's organizational capacity to oversee grant tasks/activities and carry out and manage the programmatic, administrative, and financial requirements of the project and grant.

ii. Organizational Structure

Describe the organizational structure you will utilize to ensure the timely and successful expenditure of funds and completion of all technical, administrative, and financial requirements of the project and grant.

iii. Description of Key Staff

Provide a brief discussion of the key staff that will work together to successfully administer the grant, including their roles, expertise, qualifications, and experience.

iv. Acquiring Additional Resources

Describe the system(s) you have in place to appropriately acquire any additional expertise and resources (e.g., contractors or subrecipients) required to successfully complete the project. (Refer to Section IV of [EPA's Solicitation Clauses](#) regarding the difference between contractors and subrecipients.)

Describe your efforts to promote strong labor practices, local hiring/procurement, or link members of the community to potential employment opportunities in brownfields assessment, cleanup, or redevelopment related to your project in a meaningful and equitable way.

b. Past Performance and Accomplishments

If you have ever received an EPA Brownfields Multipurpose Grant, Assessment Grant, Revolving Loan Fund Grant, Cleanup (MARC) Grant, and/or 128(a) Grant, please respond to **item i.** below. (Do not include information on Targeted Brownfields Assessments, Area-Wide Planning Grants, Job Training Grants, and subawards from another Brownfields Grant recipient.)

If you have never received an EPA Brownfields MARC or 128(a) Grant, but have received other federal or non-federal assistance agreements (such as a grant or cooperative agreement including only receiving an Area-Wide Planning Grant or Job Training Grant), please respond to **item ii.** below.

If you have never received any type of federal or non-federal assistance agreement or if you have recently received an assistance agreement (including a Brownfields Grant), but have not had an opportunity to demonstrate compliance with the award requirements, please indicate this in response to **item iii.** below.

i. Currently Has or Previously Received an EPA Brownfields Grant

Identify and provide information regarding each of your current and/or most recent EPA Brownfields Grants. Demonstrate how you successfully managed the grant(s), and successfully performed all phases of work under each grant by providing information on the items listed below.

(1) Accomplishments

Describe the accomplishments (including specific outputs and outcomes) achieved under the current/most recent grant(s) (no more than three), including at a minimum, the number of sites assessed and/or cleaned up. Discuss whether these outputs and outcomes were accurately reflected in the Assessment, Cleanup and Redevelopment Exchange System (ACRES) at the time of this application submission; and if not, please explain why.

(2) Compliance with Grant Requirements

Discuss your compliance with the workplan, schedule, and terms and conditions under the current/most recent grant(s) (no more than three) and discuss your history of timely and acceptable quarterly performance and grant deliverables, as well as ongoing ACRES reporting. Include whether you have made and have reported on progress towards achieving the expected results of the grant in a timely manner. If not, discuss what corrective measures you took and how the corrective measures were effective, documented, and communicated.

For all open EPA Brownfields Grants, indicate the grant period (start and end date), if there are funds remaining, and the plan to expend the funds by the end of the *Period of performance* as defined in 2 CFR § 200.1.

For all closed EPA Brownfields Grants, indicate if there were funds remaining when the grant closed, the amount of remaining funds, and a brief explanation for why the funds were not expended. Note that if the applicant closed out a Revolving Loan Fund cooperative agreement in accordance with the [FY23 RLF Policy Memo](#), EPA will not penalize the applicant for this action.

– OR –

ii. Has Not Received an EPA Brownfields Grant but has Received Other Federal or Non-Federal Assistance Agreements

Identify and describe each of your current and/or most recent federally and non-federally funded assistance agreements (no more than three) *that are most similar in scope and relevance in terms of structure, community engagement, and/or deliverables to the proposed project*. Demonstrate how you successfully managed the agreement(s), and successfully performed all phases of work under each agreement by providing the following information.

(1) Purpose and Accomplishments

Describe the awarding agency/organization, amount of funding awarded, and purpose of the current/most recent assistance agreement(s) you have received.

Discuss the project accomplishments (including specific outputs and outcomes and measures of success) achieved under the current/most recent assistance agreement(s).

(2) Compliance with Grant Requirements

Describe your compliance with the workplan, schedule, and terms and conditions under the current/most recent assistance agreement(s), and discuss your history of timely and acceptable reporting, as required by the awarding agency/organization.

Include whether you have made and have reported on progress towards achieving the expected results of the agreement in a timely manner. If not, discuss what corrective measures you took and how the corrective measures were effective, documented, and communicated.

– OR –

iii. Never Received Any Type of Federal or Non-Federal Assistance Agreements

Affirm that your organization has never received any type of federal or non-federal assistance agreement (grant or cooperative agreement). Or, discuss how your organization has recently received an assistance agreement, but has not had an opportunity to demonstrate compliance with the award requirements. *(Applicants that indicate that they do not have a history of performing assistance agreements will receive a “neutral” 8-point score for this factor. However, failure to indicate anything in response to this sub-criterion may result in zero points.)*

IV.F. Leveraging

Leveraging is generally when an applicant proposes to provide its own additional funds/resources or those from third-party sources (including another federal grant) beyond the EPA grant funds. These resources support or complement the project and are different from *Voluntary committed cost sharing* as defined in 2 CFR § 200.1. Any leveraged funds/resources and their source must be identified in the Narrative. However, the leveraged funds/resources should not be included in the budget. Costs paid with leveraged funds/resources do not need to be eligible and allowable project costs under the EPA assistance agreement as would be the case for *Voluntary committed cost sharing*, which is not allowed under this solicitation.

- **Leveraging that will materialize during the grant:** Leveraging that typically materializes during a Brownfields Grant *Period of performance* includes resources that are needed to support or complement the grant.⁴³ Examples include additional public or private funds or in-kind resources for assessment, remediation, and/or subsequent reuse of the site. If applicants describe leveraged funds/resources, EPA expects applicants to make the effort to secure the leveraged resources described in their Narrative. If the proposed leveraging does not materialize during grant performance, then EPA may reconsider the legitimacy of the award and/or take other appropriate action as authorized by CERCLA § 104(k)(8)(C) and 2 CFR Parts 200 and 1500. The grant workplan must include a statement indicating that the applicant is expected to produce the proposed leveraging consistent with the terms of the announcement and the applicant's Narrative.
- **Leveraging that will materialize after the Brownfields Grant has ended:** Examples of leveraging that typically materialize after the Brownfields Grant has ended include resources for remediation, infrastructure updates, and reuse.⁴⁴

IV.G. Confidential Business Information

As discussed in [Section IV.D., Narrative Information Sheet](#), EPA recommends that you do not include confidential business information (CBI) in your application. However, if CBI is included, it will be treated in accordance with [40 CFR § 2.203](#). Applicants must clearly indicate which portion(s) of their application they are claiming as CBI. EPA will evaluate such claims in accordance with [40 CFR Part 2](#). If no claim of confidentiality is made, EPA is not required to make the inquiry to the applicant otherwise required by [40 CFR § 2.204\(c\)\(2\)](#) prior to disclosure.

⁴³ If an applicant proposes to contribute leveraged resources to support or complement the grant, EPA will evaluate responses to the *3.i. Project Implementation* criterion.

⁴⁴ EPA will evaluate an applicant's responses to the *1.c. Strategy for Leveraging* criterion.

SECTION V. – NARRATIVE REVIEW INFORMATION

Note: Additional provisions that apply to this section can be found at [EPA Solicitation Clauses](#).

V.A. Evaluation Criteria

If your application passes the threshold eligibility review (see [Section III.B.](#)), the information you provide in response to [Section IV.E.](#) (Narrative/Ranking Criteria) will be evaluated per the criteria below and scored by a national evaluation panel. Your application may be assigned up to 160 points.

Criteria (Maximum Points per Criterion)
<u>1. PROJECT AREA DESCRIPTION AND PLANS FOR REVITALIZATION</u> 40 Points
Each application will be evaluated on the quality and extent to which it addresses the following:
1.a. Target Area and Brownfields (20 points)
<u>1.a.i. Overview of Brownfield Challenges and Description of Target Area (5 points)</u> The extent to which the geographic boundary(ies) where the applicant proposes to conduct activities under this grant is clearly identified. The extent to which the brownfield challenges are clearly discussed and the degree to which the brownfield challenges impact the area(s) in the geographic boundary(ies). The extent to which this grant may help address those challenges and impacts. The extent to which the applicant clearly identifies and describes the specific target area(s) within the geographic boundary(ies) where it plans to focus grant activities.
<u>1.a.ii. Description of the Priority Brownfield Site(s) (10 points)</u> The extent to which the response provides a clear overview of the brownfield sites in the target area(s). The degree to which one or more sites are highlighted as a priority and the degree to which the priority site(s) is clearly described. The degree to which it is clear why the site(s) identified as a priority (for assessment and reuse) has been selected.
<u>1.a.iii. Identifying Additional Sites (5 points)</u> The extent to which there is a logical plan to identify additional sites for eligible activities and the degree to which the prioritization criteria that will be used to select additional sites are identified. Further, <i>all applications except those from Tribes, eligible Tribal entities, and territories</i> will also be evaluated on the extent to which the prioritization criteria consider whether a site is located in an underserved community and/or a disadvantaged community (as identified by CEJST).
1.b. Revitalization of the Target Area (10 points)

1.b.i. Reuse Strategy and Alignment with Revitalization Plans (5 points)

The extent to which a reuse strategy or projected reuse is clearly described for the priority site(s), and the extent to which the reuse strategy/projected reuse clearly aligns with and advances the local government's land use and revitalization plans or related community priorities.

1.b.ii. Outcomes and Benefits of Reuse Strategy (5 points)

Given the type of community being served (e.g., urban, rural, Tribal, etc.), the degree to which the proposed project or revitalization plans may stimulate economic development in the target area(s) once cleanup of the priority site(s) is complete and/or the degree to which the grant will facilitate the creation of, preservation of, or addition to a park, a greenway, undeveloped property, recreational property, or other property used for nonprofit purposes in the target area(s). The degree to which these outcomes clearly correlate with the applicant's reuse strategy/projected site reuse(s).

The extent to which the proposed project will improve local climate adaptation/mitigation capacity and resilience to protect residents and community investments.

When applicable, the extent to which the reuse of the priority site(s) will facilitate renewable energy from wind, solar, or geothermal energy, or will incorporate energy efficiency measures.

1.c. Strategy for Leveraging Resources (10 points)

1.c.i. Resources Needed for Site Reuse (5 points)

The extent to which the applicant has access to funding from other resources (e.g., any other EPA Brownfields resources or public or private resources), and the extent to which the grant will stimulate the availability of additional funds to support the completion of the environmental site assessment or remediation, and subsequent reuse strategy at the priority site(s). *(Note, a response may not earn full points if the applicant duplicates sources that are listed in 3.a. Description of Tasks/Activities and Outputs.)*

1.c.ii. Use of Existing Infrastructure (5 points)

The extent to which this grant will facilitate the use of existing infrastructure at the priority site(s) and/or within the target area(s).

When additional infrastructure needs or upgrades are key to the reuse of the priority site(s), the extent to which the applicant provides a clear description of the infrastructure needs/upgrades and the extent to which the identified funding resources that will be sought to implement the work are relevant to the project.

2. COMMUNITY NEED AND COMMUNITY ENGAGEMENT

40 Points

Each application will be evaluated on the quality and extent to which it addresses the following:

2.a. Community Need (25 points)

2.a.i. The Community's Need for Funding (5 points)

The extent to which this grant will meet the needs of the community(ies) (i.e., the communities located within the geographic boundary(ies)) that has an inability to draw on other sources of funding to carry out environmental assessment or remediation, and subsequent reuse in the target area(s) **because the community has a small population and/or is low-income**. *(Note, if the inability to draw on other sources of funding is not because the community has a small population or is low-income, then the response may only earn up to 2 points.)*

2.a.ii. Threats to Sensitive Populations (20 points)

(1) Health or Welfare of Sensitive Populations (5 points)

The degree to which the sensitive populations within the target area(s) are clearly identified, the severity of the health or welfare issues experienced by the sensitive populations in the target area(s), and the extent to which this grant and reuse strategy/projected site reuse(s) will address those issues and/or will help identify and reduce threats to the health or welfare of such groups.

(2) Greater Than Normal Incidence of Disease and Adverse Health Conditions (5 points)

The extent to which this grant and reuse strategy/projected site reuse(s) will address, or help identify and reduce, threats to populations in the target area(s) that suffer from a greater-than-normal incidence of diseases or conditions (including cancer, asthma, or birth defects) that may be associated with exposure to hazardous substances, pollutants, contaminants, or petroleum. *(Note, if populations in the target area(s) do not suffer from a greater-than-normal incidence of cancer, asthma, or birth defects, then the response may only earn up to 2 points.)*

(3) Environmental Justice (10 points)

(a) Identification of Environmental Justice Issues (5 points)

The extent to which the environmental justice issues affecting the underserved community(ies) and/or disadvantaged community(ies) (as identified by CEJST) in the target area(s) are clearly described, and the severity of the environmental justice issues experienced by the underserved community(ies) and/or disadvantaged community(ies) (as identified by CEJST) in the target area(s). *(Note, for all applications except those from Tribes, eligible Tribal entities, and territories, if none of the priority sites identified in 1.a.ii. Description of the Priority Brownfield Site(s) are located within a disadvantaged community (as identified by CEJST), then the response may only earn up to 2 points.)*

(b) Advancing Environmental Justice (5 points)

The extent to which this grant and reuse strategy/projected site reuse(s) will advance environmental justice and minimize the unintended displacement of residents and/or businesses among the community(ies) in the target area(s).

2.b. Community Engagement (15 points)

Per the ranking criterion in [Section IV.E.2.b.](#), applicants may consolidate information for 2.b.i – 2.b.ii. into one response. Reviewers must evaluate the response against the sub-criteria outlined below.

2.b.i. Project Involvement (5 points)

The degree to which the applicant involves a diverse group of local organizations/entities/groups that are relevant to the proposed project, including community-based organizations and/or community liaisons representing residents directly affected by the project work in the target area(s). *(Note, a plan that does not involve at least one relevant community-based organization or community liaison representing residents directly affected by the project work in the target area(s) will be evaluated less favorably.)*

2.b.ii. Project Roles (5 points)

The degree to which each identified local organization/entity/group will have meaningful involvement in the project and the extent to which partners will be involved in making decisions with respect to site selection, cleanup, and future reuse of the brownfield sites, including the priority site(s).

2.b.iii. Incorporating Community Input (5 points)

The extent to which the plan to communicate project progress to the local community, residents/groups directly affected by the project work, and local organizations/entities/groups that will be involved in the project will be effective and appropriate, and the extent to which their input will be solicited, considered, and responded to in a meaningful way. The extent to which the proposed methods offer an alternative to in-person community engagement.

3. TASK DESCRIPTIONS, COST ESTIMATES, AND MEASURING PROGRESS

45 Points

Each application will be evaluated on the quality and extent to which it addresses the following:

3.a. Description of Tasks/Activities and Outputs (25 points)

3.a.i. Project Implementation (10 points)

The degree to which the EPA-funded tasks/activities that will take place under this grant are eligible, specific, and appropriate to the goals of the proposed project, and the degree to which the response demonstrates a sound plan to address the priority site(s) in the target area(s).

When the project includes a subaward(s), the extent to which the tasks/activities or services to be provided by the subawardee(s) are clearly identified.

When the project includes participant support costs to pay for activities associated with a community liaison(s), the extent to which the applicant describes a sound process and procedures for determining the amounts of the allowable stipend(s), accounting for participant support cost payments (including receipts), and documenting that the costs do not duplicate support provided through other Federal, state, Tribal, or local programs.

(Notes:

- *A response that includes ineligible tasks/activities will be evaluated less favorably.*
- *Applicants that plan to use grant funds to support more than one community liaison per target area will be evaluated less favorably.)*

When applicable, the extent to which the tasks/activities that are needed to support or complement the grant that will be contributed by sources other than the EPA grant (e.g., leveraged resources) will help bring the grant to successful completion. *(Note, a response may not earn full points if the applicant duplicates sources that are listed in 1.c.i. Resources Needed for Site Reuse.)*

3.a.ii. Anticipated Project Schedule (5 points)

The extent to which the anticipated project schedule milestones are achievable and the likelihood that the activities will be completed within the 4-year period of performance.

3.a.iii. Task/Activity Lead (5 points)

The extent to which the lead entity(ies) for each task/activity is clearly identified and the extent to which the lead entity(ies) overseeing each task/activity is appropriate.

When applicable, the degree to which the local health agency is involved in health monitoring activities.

3.a.iv. Outputs (5 points)

The extent to which the anticipated outputs/deliverables for each task/activity are identified and quantified as appropriate, and the degree to which the outputs/deliverables clearly correlate with the proposed project.

3.b. Cost Estimates (15 points)

The degree of clarity on how each cost estimate was developed (including direct and/or indirect administrative costs, when applicable) and the extent to which costs per unit are presented in detail. The extent to which each proposed cost estimate is reasonable and realistic to implement the project/grant and clearly correlates with the proposed tasks/activities.

(Notes:

- Projects that allocate at least 40% of the funds to tasks directly associated with site-specific work (i.e., Phase I and Phase II environmental site assessments and site-specific cleanup planning) will be evaluated more favorably.*
- Administrative costs that exceed 5% of the total EPA-requested funds will be evaluated less favorably.*
- A response that includes cost estimates that are not reasonable or realistic to implement the project/grant will be evaluated less favorably. For example, applicants that request more funding than is reasonably justified in the Narrative to complete the proposed project/grant.)*

3.c. Plan to Measure and Evaluate Environmental Progress and Results (5 points)

The extent to which the plan and system to track, measure, and evaluate progress in achieving expected project outputs, overall project results, and eventual project outcomes are reasonable, appropriate, and clearly correlate with information previously presented in the Narrative.

4. PROGRAMMATIC CAPABILITY AND PAST PERFORMANCE

35 Points

Each application will be evaluated on the quality and extent to which it addresses the following:

4.a. Programmatic Capability (20 points)

Per the ranking criterion in [Section IV.E.4.a.](#), applicants may consolidate information for 4.a.i. – 4.a.iii. into one response. Reviewers must evaluate the response against the sub-criteria outlined below.

4.a.i. Organizational Capacity (5 points)

The degree to which the applicant's organization has the capacity to oversee grant tasks/activities and successfully carry out and manage the programmatic, administrative, and financial requirements of the project and grant.

4.a.ii. Organizational Structure (5 points)

The degree to which the organizational structure used will lead to the timely and successful expenditure of funds to complete all technical, administrative, and financial requirements of the project and grant.

4.a.iii. Description of Key Staff (5 points)

The degree to which key staff have expertise, qualifications, and experience that will result in the successful administration of the grant.

4.a.iv. Acquiring Additional Resources (5 points)

The degree to which the applicant's organization has a system(s) in place to appropriately acquire any additional expertise and resources (e.g., contractors or subrecipients) required to successfully complete the project. *(Note, if an applicant has selected a contractor or subrecipient without complying with applicable requirements as described in [Section III.B.4.](#), the response will be evaluated less favorably.)*

The degree to which the applicant will promote strong labor practices, local hiring/procurement, or will link members of the community to potential employment opportunities in brownfields assessment, cleanup, or redevelopment related to the proposed project in a meaningful and equitable way.

4.b. Past Performance and Accomplishments (15 points)

In evaluating an applicant's response to this criterion, in addition to the information provided by the applicant, EPA may consider relevant information from other sources including information from EPA files and/or from other federal or non-federal grantors to verify or supplement information provided by the applicant.

4.b.i. Currently Has or Previously Received an EPA Brownfields Grant (15 points)

The degree to which the applicant demonstrates its ability to successfully manage the grant based on current/past EPA Brownfields Grant(s) (i.e., Multipurpose Grant, Assessment Grant, Revolving Loan Fund Grant, Cleanup Grant, or 128(a) Grant) and the extent to which the applicant successfully performed all phases of work under the grant.

(1) Accomplishments (5 points)

The extent to which meaningful accomplishments (including specific outputs and outcomes) were achieved under the current/most recent grant(s), including at a minimum, the number of sites assessed and/or cleaned up, and the extent to which outputs and outcomes were accurately reflected in ACRES at the time of this application submission.

(2) Compliance with Grant Requirements (10 points)

- The extent of compliance with the workplan, schedule, and terms and conditions under the current/most recent grant(s), and the extent to which there is a demonstrated history of timely and acceptable quarterly performance and grant deliverables, as well as ongoing ACRES reporting.

The degree to which progress was made (and reported on) towards achieving the expected results of the grant(s) in a timely manner. If expected results were not being reported on, the extent to which the measures taken to correct the situation were reasonable and appropriate or the extent to which there is an adequate explanation for lack of reporting. (5 points)

- The extent to which funds from any open EPA Brownfields Grants (i.e., Multipurpose Grants, Assessment Grants, Revolving Loan Fund Grants, Cleanup Grants, and/or 128(a) Grants) are committed to ongoing eligible grant activities or will support the tasks/activities described in the Narrative. The likelihood that all grant funds under the current grant(s) will be expended by the end of the *Period of performance* as defined in 2 CFR § 200.1.

For all closed EPA Brownfield Grants, the extent to which there is a reasonable explanation for why funds remained when the grant closed, and the degree to which the applicant made every effort to spend the remaining funds within the *Period of performance*. (Note that if the applicant closed out a Revolving Loan Fund cooperative agreement in accordance with the [FY23 RLF Policy Memo](#), EPA will not penalize the applicant for this action.) (5 points)

– OR –

4.b.ii. Has Not Received an EPA Brownfields Grant but has Received Other Federal or Non-Federal Assistance Agreements (15 points)

The degree to which the applicant demonstrates its ability to successfully manage the grant and perform all phases of work under the grant based on current/most recent federal or non-federal assistance agreements.

(1) Purpose and Accomplishments (5 points)

The extent to which the current/most recent assistance agreement(s) is similar in terms of scope and relevance in terms of structure, community engagement, and/or deliverables to the proposed project.

The extent to which meaningful project accomplishments (including specific outputs and outcomes and measures of success) were achieved under the current/most recent assistance agreement(s).

(2) Compliance with Grant Requirements (10 points)

The extent of compliance with the workplan, schedule, and terms and conditions under the current/most recent assistance agreement(s), and the extent to which there is a demonstrated history of timely and acceptable reporting, as required by the awarding agency/organization.

The degree to which progress was made (and reported on) towards achieving the expected results of the agreement(s) in a timely manner. If expected results were not achieved, the extent to which the measures taken to correct the situation were reasonable and appropriate.

– OR –

4.b.iii. Never Received Any Type of Federal or Non-Federal Assistance Agreements (8 points)

The extent to which it is clearly affirmed that the organization has never received any type of federal or non-federal assistance agreement, or has recently received an assistance agreement, but has not had an opportunity to demonstrate compliance with the award requirements. *(These applicants will receive a “neutral” score of 8 points. Failure to indicate anything in response to this sub-criterion may result in zero points.)*

V.B. Other Factors and Considerations

In making the final selections, EPA’s Headquarters Selection Official intends to select a minimum of 3 quality applications per EPA region.

Additionally, in making the final selections from among the most highly ranked applicants on each of the lists discussed in [Section V.C.](#), EPA’s Headquarters Selection Official may consider the factors below as appropriate. Applicants should provide a summary in the Narrative on the applicable other factors and note the corresponding page number in the [Narrative Information Sheet](#). Other factors include:

- whether the community population is 15,000 or less;
- whether the applicant is a federally recognized Indian Tribe or United States Territory or whether the project is assisting a Tribe or territory;
- whether the priority site(s) is impacted by mine-scarred land;
- whether the priority site(s) is adjacent to a body of water (i.e., the border of the priority site(s) is contiguous or partially contiguous to the body of water, or would be contiguous or partially contiguous with a body of water but for a street, road, or other public thoroughfare separating them);
- whether the priority site(s) is in a federally designated flood plain;
- whether reuse of the priority site(s) will facilitate renewable energy from wind, solar, or geothermal energy;
- whether reuse of the priority site(s) will incorporate energy efficiency measures;
- whether the proposed project will improve local climate adaptation/mitigation capacity and resilience to protect residents and community investments;

- whether at least 30% of the overall project budget will be spent on eligible reuse/area-wide planning activities, as described in [Section I.B.](#), for priority site(s) within the target area(s); and
- whether a target area(s) is impacted by a coal-fired power plant that has recently closed (2014 or later) or is closing.

Additionally, EPA’s Headquarters Selection Official may take the following considerations into account when making final selections:

- whether a target area(s) is located within, or includes, any census tract identified as disadvantaged by CEJST;
- distribution of funds between urban and non-urban areas;
- whether the applicant’s jurisdiction/geographic boundary(ies) is located within, or includes, a county experiencing “persistent poverty” where 20% or more of its population has lived in poverty over the past 30 years, as measured by the 1990 and 2000 decennial censuses and the most recent Small Area Income and Poverty Estimates;
- the distribution of funds among EPA’s ten Regions; and
- whether the applicant has not previously been awarded a Brownfield Assessment Grant.

V.C. Review and Selection Process

Timely submitted applications will initially be reviewed by the EPA Regional Office which covers the location of the project to determine compliance with the applicable threshold eligibility criteria for Assessment Grants ([Section III.B.](#)). All applications that pass the threshold criteria review will be evaluated by national evaluation panels. The national evaluation panels will be comprised of EPA staff and potentially other federal agency representatives chosen for their expertise in the range of activities associated with the Brownfield Assessment Grants. Eligible applications will be evaluated based on the criteria described in [Section V.A.](#) and ranking lists of applicants will be developed.

For selection purposes, EPA’s Office of Brownfields and Land Revitalization (OBLR) will prepare two ranked lists of applications.

One list will be comprised of “new applicants” defined as:

- applicants that have never received an EPA Brownfields Multipurpose, Assessment, RLF, or Cleanup Grant, or
- applicants that were awarded a Brownfields Multipurpose, Assessment, RLF, or Cleanup Grant that closed in 2016 or earlier.

A second list will be comprised of “existing and recent recipients” defined as:

- applicants that have an open Brownfields Multipurpose, Assessment, RLF, or Cleanup Grant, or
- applicants that were awarded a Brownfields Multipurpose, Assessment, RLF, or Cleanup Grant that closed in 2017 or later.

EPA expects to select approximately 92 of the highest ranked Community-wide Assessment Grant applications and intends to use approximately 40% of the total amount of funding

available under this category for grants to “new applicants.” This percentage is an estimate and is subject to change based on funding levels, the quality of applications received, and other applicable considerations.

OBLR will provide the two lists to the Headquarters Selection Official, who is responsible for further consideration of the applications and final selection of grant recipients. Applications will be selected for award based on their evaluated point scores, the availability of funds, and, as appropriate, the other factors and considerations described in [Section V.B.](#)

SECTION VI. – AWARD ADMINISTRATION INFORMATION

Note: Additional provisions that apply to this section can be found at [EPA Solicitation Clauses](#).

VI.A. Award Notices

Applicants that fail the threshold eligibility requirements will be notified within 15 calendar days of EPA’s determination of ineligibility. EPA will notify applicants that are not selected for award based on the evaluation criteria and other considerations within 15 calendar days of EPA’s final decision on selections for this competition.

EPA anticipates notification to successful applicants will be made via email by late Spring 2025. The notification will be sent to the Project Director and Chief Executive/Highest Ranking Elected Official listed in the Narrative Information Sheet in [Section IV.D.](#) This notification, which informs the applicant that its application is selected and is being recommended for award, is not an authorization to begin work. The official notification of an award will be made by the Regional Award Official (EPA Grants Officer) for regional awards. **Applicants are cautioned that only an award official is authorized to bind the Government to the obligation of funds; selection does not guarantee an award will be made.** For example, statutory authorization, funding, or other issues discovered during the award process may affect the ability of EPA to make an award to an applicant. The award notice, signed by an authorized EPA grants officer, is the authorizing document and will be provided through email or postal mail. The successful applicant may need to prepare and submit additional documents and forms (e.g., a workplan), which must be approved by EPA before the grant can officially be awarded. The time between notification of selection and award of a grant can take up to 90 days or longer.

VI.B. Administrative and National Policy Requirements

Funding will be awarded as a cooperative agreement. The applicants that are selected for award will work with an EPA Project Officer to finalize the required federal application package, the proposed budget, and to negotiate the cooperative agreement workplan. EPA’s expectation is that the selected applicants will complete the award process within six months of the announcement.

Approved cooperative agreements will include terms and conditions (including any applicable Davis Bacon labor standards and prevailing wage requirements for construction) that will be binding on the recipient. Terms and conditions specify what recipients must do to ensure that grant-related and Brownfields Program-related requirements are met. Applicants will also be required to submit progress reports in accordance with 2 CFR § 200.329. Rules and policies

(including EPA regulations and terms and conditions) applicable to the award of assistance agreements are available at www.epa.gov/grants.

An applicant that receives an award under this announcement is expected to manage assistance agreement funds efficiently and effectively and make sufficient progress towards completing the project activities described in the workplan in a timely manner. The assistance agreement will include terms and conditions implementing this requirement.

VI.C. Reporting Requirements

During the life of the cooperative agreement, recipients are required to submit progress reports to the EPA Project Officer within 30 days after each reporting period. The reporting period (i.e., quarterly, annually) is identified in the terms and conditions of the cooperative agreement. These reports cover work status, work progress, difficulties encountered, an accounting of financial expenditures, preliminary data results, anticipated activities, and any changes in key personnel involved with the project. Site-specific accomplishments are reported on Property Profile Forms and can be submitted electronically to EPA's ACRES reporting system. Information provided in the quarterly reports and submitted in ACRES helps EPA monitor the community's progress with implementing their project and directly supports the continuation of the Brownfields Program by highlighting measurable site-specific accomplishments to the public and Congress.

At the end of the cooperative agreement, a final project report also is required. The final report will summarize accomplishments, expenditures, outcomes, outputs, lessons learned, and any other resources leveraged during the project and how they were used.

VI.D. Brownfield Programmatic Requirements

Brownfield Grant recipients must comply with all applicable federal and state laws to ensure that the assessment and cleanup protect human health and the environment. Brownfield Grant recipients also must comply with the program's technical requirements, which may include, but are not limited to, requirements for: Quality Assurance requirements, historic properties or threatened and endangered species, all appropriate inquiries, sufficient progress, collection of post-grant information, and protections of nearby and sensitive populations. For additional information on these requirements, please review the [Brownfield Programmatic Requirements](#).

VI.E. Disputes

Assistance agreement competition-related disputes will be resolved in accordance with the dispute resolution procedures published in 70 FR (Federal Register) 3629, 3630 (January 26, 2005) which can be found on the [Grant Competition Dispute Resolution Procedures](#) website. Copies of these procedures may also be requested by contacting the Regional Brownfields Contact listed in [Section VII](#) of this announcement. Note, the FR notice references regulations at 40 CFR Parts 30 and 31 that have been superseded by regulations in 2 CFR Parts 200 and 1500. Notwithstanding the regulatory changes, the procedures for competition-related disputes remain unchanged from the procedures described at 70 FR 3629, 3630, as indicated in 2 CFR Part 1500, Subpart E.

VI.F. Build America, Buy America

Certain projects under this competition are subject to the Buy America Sourcing requirements under the Build America, Buy America (BABA) provisions of the [Infrastructure Investment and Jobs Act \(IIJA\)](#) (P.L. 117-58, §§ 70911-70917) when using funds for the purchase of goods, products, and materials on any form of construction, alteration, maintenance, or repair of infrastructure in the United States. The Buy America preference requirement applies to all of the iron and steel, manufactured products, and construction materials used for an infrastructure project under an award identified in [EPA's financial assistance funding programs](#) subject to BABA report.

These sourcing requirements require that all iron, steel, manufactured products, and construction materials used in Federally funded infrastructure projects must be produced in the United States. The recipient must implement these requirements in its procurements, and this article must flow down to all subawards and contracts at any tier. For legal definitions and sourcing requirements, the recipient must consult the [EPA's Build America, Buy America website](#).

Please consider this information when preparing budget information. EPA has and will continue to provide further guidance on which projects are subject to BABA provisions and will work with grant recipients to support implementation as necessary.

When supported by rationale provided in IIJA § 70914, the recipient may submit a waiver to EPA. The recipient should request guidance on the submission instructions of an EPA waiver request from the EPA Point of Contact listed in [Section VII](#). A list of approved EPA waivers is available on the [Build America, Buy America website](#).

In addition to BABA requirements, all procurements under grants may be subject to the domestic preference provisions of [2 CFR § 200.322](#).

See “Build America, Buy America” clause in [EPA's Solicitation Clauses](#).

SECTION VII. – EPA REGIONAL BROWNFIELD PROGRAM CONTACTS

EPA Regional Contact and States		Address
EPA Region 1 Christine Lombard Lombard.Chris@epa.gov Phone: (617) 918-1305	CT, ME, MA, NH, RI, VT	5 Post Office Square Suite 100, Mail code: OSRR7-2 Boston, MA 02109-3912
EPA Region 2 Yocasta DeJesus DeJesus.Yocasta@epa.gov Phone: (212) 637-4340	NJ, NY, PR, VI	290 Broadway; 25th Floor New York, NY 10007
EPA Region 3 Anthony Geiger Geiger.Anthony@epa.gov Phone: (215) 814-3367	DE, DC, MD, PA, VA, WV	1650 Arch Street Mail Code 3LD50 Philadelphia, PA 19103
EPA Region 4 Nichole Rodgers Rodgers.Nichole@epa.gov Phone: (404) 562-8069	AL, FL, GA, KY, MS, NC, SC, TN	Atlanta Federal Center 61 Forsyth Street, S.W. 10th FL Atlanta, GA 30303-8960
EPA Region 5 Torre Ippolito Ippolito.Torre@epa.gov Phone: (312) 353-6556	IL, IN, MI, MN, OH, WI	77 West Jackson Boulevard Mail Code LP-5J Chicago, IL 60604-3507
EPA Region 6 Paul Johnson Johnson.Paul@epa.gov Phone: (214) 665-2246	AR, LA, NM, OK, TX	1201 Elm Street Suite 1200 Dallas, TX 75270-2162
EPA Region 7 Tarah Vaughn R7_Brownfields@epa.gov Phone: (913) 551-7059	IA, KS, MO, NE	11201 Renner Blvd Lenexa, KS 66219
EPA Region 8 Jennifer Benz Benz.Jennifer@epa.gov Phone: (303) 312-6551	CO, MT, ND, SD, UT, WY	1595 Wynkoop Street (EPR-B) Denver, CO 80202-1129
EPA Region 9 Lisa Hanusiak Hanusiak.Lisa@epa.gov Phone: (415) 972-3152	AZ, CA, HI, NV, Pacific Island Territories	75 Hawthorne Street, LND-2-1 San Francisco, CA 94105
EPA Region 10 Meredith Lightbody Lightbody.Meredith@epa.gov Phone: (206) 553-6910	AK, ID, OR, WA	1200 Sixth Avenue, Suite 155 Mailstop: ECL-133 Seattle, WA 98101

Appendix 1

Grants.gov Application Submission Instructions

A. Requirements to Submit Through Grants.gov and Limited Exception Procedures

Applicants must apply electronically through www.grants.gov under this funding opportunity based on the www.grants.gov instructions in this announcement. If your organization has no access to the Internet or access is very limited, you may request an exception for the remainder of this calendar year by following the procedures outlined at www.epa.gov/grants/exceptions-grantsgov-submission-requirement. Please note that your request must be received *at least 15 calendar days* before the application due date to allow enough time to negotiate alternative submission methods. Issues with submissions with respect to this opportunity only are addressed in Section C. *Technical Issues with Submission* below.

B. Submission Instructions

B.1. SAM.gov (System for Award Management) Registration Instructions

Organizations applying to this funding opportunity must have an active SAM.gov registration. If you have never done business with the Federal Government, you will need to register your organization at www.sam.gov. If you do not have a SAM.gov account, then you will need to create an account using Login.gov⁴⁵ to complete your SAM.gov registration. SAM.gov registration is FREE. The process for entity registrations includes obtaining a Unique Entity ID (UEI), a 12-character alphanumeric ID assigned to an entity by SAM.gov, and requires assertions, representations and certifications, and other information about your organization. Please review the [Entity Registration Checklist](#) for details on this process.

If you have done business with the Federal Government previously, you can check your entity status using your government-issued UEI to determine if your registration is active. SAM.gov requires you to renew your registration every 365 days to keep it active.

Please note that SAM.gov registration is different than obtaining a UEI only. Obtaining a UEI only validates your organization's legal business name and address. Please review the registration [Frequently Asked Question](#) for additional details on the difference.

Organizations should ensure that their SAM.gov registration includes a current e-Business (EBiz) point of contact name and email address. The EBiz point of contact is critical for Grants.gov Registration and system functionality.

Contact the [Federal Service Desk](#) (866-606-8220) for help with your SAM.gov account, to resolve technical issues or chat with a help desk agent. The Federal Service desk hours of operation are Monday – Friday, 8 a.m. – 8 p.m. ET.

⁴⁵ Login.gov is a secure sign in service used by the public to sign into Federal Agency systems including SAM.gov and Grants.gov. For help with login.gov accounts, please visit login.gov/help.

B.2. Grants.gov Registration Instructions

Once your SAM.gov account is active, you must register in Grants.gov. Grants.gov will electronically receive your organization information, such as e-Business (EBiz) point of contact email address and UEI. Organizations applying to this funding opportunity must have an active Grants.gov registration. Grants.gov registration is FREE. If you have never applied for a federal grant before, please review the [Grants.gov Applicant Registration](#) instructions. As part of the Grants.gov registration process, the **EBiz point of contact is the only person that can affiliate and assign applicant roles to members of an organization**. In addition, at least one person must be assigned as an Authorized Organization Representative (AOR). **Only person(s) with the AOR role can submit applications in Grants.gov**. Please review the [Intro to Grants.gov- Understanding User Roles](#) and [Learning Workspace – User Roles and Workspace Actions](#) for details on this important process.

Please note that this process can take **a month or more** for new registrants. Applicants must ensure that all registration requirements are met in order to apply for this opportunity through Grants.gov and should ensure that all such requirements have been met well in advance of the application submission deadline.

Contact [Grants.gov](#) for assistance at 1-800-518-4726 or support@grants.gov to resolve technical issues with Grants.gov. Applicants that are outside the U.S. at the time of submittal and are not able to access the toll-free number may reach a Grants.gov representative by calling 606-545-5035. The Grants.gov Support Center is available 24 hours a day 7 days a week, excluding federal holidays.

B.3. Application Submission Process

To begin the application process under this grant announcement, go to www.grants.gov and enter the Funding Opportunity Number, **EPA-OLEM-OBLR-24-08**, into the search box in the top right corner of the page. Click on the “GO” button to view the “View Grant Opportunity” page and click the red “Apply” button at the top of the page.

The electronic submission of your application for this funding opportunity must be made by an official representative of your organization who is registered with www.grants.gov and is authorized to sign applications for Federal financial assistance. If the submit button is grayed out, it may be because you do not have the appropriate role to submit in your organization. Contact your organization’s EBiz point of contact or contact Grants.gov for assistance at 1-800-518-4726 or support@grants.gov.

Applicants need to ensure that the Authorized Organization Representative (AOR) who submits the application through www.grants.gov and whose UEI is listed on the application is an AOR for the applicant listed on the application. Additionally, the UEI listed on the application must be registered to the applicant organization’s SAM.gov account. If not, the application may be deemed ineligible.

B.4. Application Submission Deadline

Your organization's AOR must successfully submit your complete application package electronically to EPA through www.grants.gov **no later than November 14, 2024, 11:59 p.m. ET**. Please allow for enough time to successfully submit your application and allow for unexpected errors that may require you to resubmit.

After signing and successfully submitting the application package, within 24 to 48 hours the AOR should receive notification emails from www.grants.gov with the following subject lines:

- 1. GRANT##### Grants.gov Submission Receipt**
- 2. GRANT##### Grants.gov Submission Validation Receipt for Application**

If the AOR did not receive either notification emails listed above, contact the www.grants.gov Support Center at 1-800-518-4726. The Support Center is open 24/7 (except federal holidays).

After the application package is retrieved from the www.grants.gov system by EPA, the AOR should receive the following notification emails from www.grants.gov:

- 3. GRANT##### Grants.gov Grantor Agency Retrieval Receipt for Application**
- 4. GRANT##### Grants.gov Agency Tracking Number Assignment for Application**

Applications submitted through www.grants.gov will be time and date stamped electronically. If you do not receive a confirmation of receipt from EPA (not from www.grants.gov within 30 days of the application deadline, please contact Elyse Salinas at brownfields@epa.gov. Failure to do so may result in your application not being reviewed.

Please note that successful submission of your application through www.grants.gov does not necessarily mean your application is eligible for award.

C. Technical Issues with Submission

If applicants experience technical issues during the submission of an application that they are unable to resolve, follow these procedures **before** the application deadline date:

1. Contact the www.grants.gov Support Center **before** the application deadline date at 1-800-518-4726 or https://gditshared.servicenowservices.com/hhs_grants.
2. Document the www.grants.gov ticket/case number.
3. Send an email with the Funding Opportunity Number, EPA-OLEM-OBLR-24-08, in the subject line to Elyse Salinas (brownfields@epa.gov) **before** the application deadline time and date. The email **must** include the following:
 - a. The www.grants.gov ticket/case number(s).
 - b. A description of the issue.
 - c. The entire application package in PDF format.

Without this information, EPA may not be able to consider applications submitted outside of www.grants.gov. Any application submitted after the application deadline time and date deadline will be deemed ineligible and **not** be considered.

EPA will make decisions concerning acceptance of each application submitted outside of www.grants.gov on a case-by-case basis. EPA will only consider accepting applications that were unable to submit through www.grants.gov due to www.grants.gov or relevant www.sam.gov system issues or for unforeseen exigent circumstances, such as extreme weather interfering with Internet access. Failure of an applicant to submit prior to the application submission deadline time and date because they did not properly or timely register in www.sam.gov or www.grants.gov is **not** an acceptable reason to justify acceptance of an application outside of www.grants.gov.

D. Application Materials

The following forms and documents are **required** under this announcement.

1. Application for Federal Assistance (SF-424)
2. Budget Information for Non-Construction Programs (SF-424A)
3. EPA Key Contacts Form 5700-54
4. Preaward Compliance Review Report (EPA Form 4700-4) [Guidance on how to complete this form is available at www.epa.gov/grants/tips-completing-epa-form-4700-4.]
5. Project Narrative Attachment Form – attach the Narrative Information Sheet, the Narrative, and required attachments (including responses to the threshold criteria) as one file, if possible. See [Section IV.C.](#) for details on the required content and the associated page limits.

The following forms and documents are **optional** under this announcement.

6. Grants.gov Lobbying Form – To be submitted by applicants requesting **more than** \$100,000 of EPA grant funding.
7. Negotiated/Proposed Indirect Cost Rate Agreement – To be submitted using the Project Narrative Attachment Form by applicants proposing to charge indirect costs to the EPA grant. Please note that applicants may budget for indirect costs pending approval of their Indirect Cost Rate Agreement by the cognizant Federal agency or an exception granted by EPA under section 6.3 or 6.4 of [EPA's Indirect Cost Policy for Recipients of EPA Assistance Agreements](#). However, recipients may not draw down indirect costs until their rate is approved or EPA grants an exception.

Note: A workplan is **not required** under this announcement. Applicants that are selected for funding will negotiate the workplan with EPA before the cooperative agreement is awarded. Additionally, selected applicants must provide EPA with other required forms and documents, as appropriate, to award the cooperative agreement.

**RESOLUTION ACCEPTING BID AND AUTHORIZING THE AWARD
OF CONTRACT FOR THE RIVERVIEW PARK IMPROVEMENT
PROJECT #PRK23001 IN THE CITY OF MARSHALLTOWN, IOWA IN
THE AMOUNT OF \$1,336,029.00 TO CONSTRUCT, INC**

WHEREAS, notice to bidders has been duly given as required by law publication in the Marshalltown Times-Republican for the Riverview Park Improvement Project, in the City of Marshalltown, as described in the plans and specifications therefore; and

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

<u>Name and Address of Bidders</u>	<u>Amount of Bid</u>
Con-Struct, Inc.	\$1,336,029.00
Boulder Contracting, LLC	\$1,363,090.25
Pirc-Tobin Construction, Inc	\$1,447,634.50
Graphite Construction Group, Inc	\$1,478,777.00
Woodruff Construction, Inc	\$1,511,919.00
Larson Construction Co, Inc	\$1,562,248.45
WRH, Inc	\$1,654,180.00

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

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. That the bid of and the same is hereby accepted for the construction of the improvement as described in the plans and specifications therefore, as previously ordered by the Council, and that the contract for the construction of same is now awarded to said contractor in the total amount One million three hundred thirty-six thousand twenty-nine and 00/100 (\$1,336,029.00) Dollars.

Section 2. Pursuant to Iowa Code section 26.10, the City Council authorizes the Parks & Recreation Director to retain the bid security furnished by the successful bidder until the approved contract form has been executed, a bond has been filed by the bidder guaranteeing the performance of the contract, and to approve the properly executed contract and bond. Checks or bidder's bonds of unsuccessful bidders shall be returned to the bidders as soon as the successful bidder is determined or within thirty days, whichever is sooner.

Section 3. The final settlement upon the contract, as referred to herein with said contractor, shall be upon the basis of the unit prices as are set forth in the bid of said contractor and for the actual quantities for each item of materials furnished or work performed in the construction of this public improvement. The said contract is subject to all of the conditions as are contained in the resolution ordering construction of this improvement, the notice to bidders as published, the terms of the bidders written proposal, the plans and specifications as are provided therefore, all of which are made a part of this resolution and the said bidders contract by reference as though the same were set out herein verbatim and in specific detail.

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

Passed this 23rd 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
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: Geoff Hubbard, Parks & Recreation Director
DATE: September 11, 2024
RE: Award Riverview Park Project – Phase 1 (PRK23001) Contract

Strategic Plan:

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

Plan Objective: Enhance Marshalltown's public image by updating and improving parks and amenities in the parks, specifically Peterson Park

Recommendation: Staff recommends approval of the resolution to order construction to ConStruct, Inc for the Riverview Park Project – Phase 1 PRK23001.

Budget Impact: This project is to be funded with 353 GO Bond Funds.

Description/Background: Bids were received on September 11, 2024 for the Riverview Park Project – Phase 1 PRK23001. There were 7 bidders and the lowest qualified bidder was ConStruct, Inc at \$1,336,029. Engineer's estimates were \$1,717,000. The work will include constructing four pickleball courts, a turf volleyball court, two horseshoe pits, bridge, weir wall in the lagoon, and new play equipment. There may be some additional funds in the project to do more work to the lagoon area and will be discussing this with Construct, Inc during the project.

Attached Bid Tabulations

CITY COUNCIL

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





**BOLTON
& MENK**

Real People. Real Solutions.

430 E. Grand Avenue
Suite 101
Des Moines, IA 50309

Phone: (515) 259-9190
Bolton-Menk.com

September 11, 2024

City of Marshalltown
24 N Center Street
Marshalltown, Iowa 50158

RE: Riverview Park Phase 1
Recommendation of Award
Project No.: OT6.131006

Dear Geoff:

At 11:00 A.M on September 11, 2024, bids were received for the Riverview Park Phase 1 project. The Engineer's Estimate for the total base bid was \$1,700,076.00 and the estimate for the total base bid plus Alternate A was \$1,740,686.00. Seven bids were received. All bidders were responsive, and bids are summarized as follows:

Bidder	Total Base Bid	Total Base Bid + Alternate A
Con-Struct, Inc.	\$1,288,495.00	\$1,336,029.00
Boulder Contracting, LLC	\$1,320,646.25	\$1,363,090.25
Pirc-Tobin Construction, Inc.	\$1,403,475.00	\$1,447,634.50
Graphite Construction Group, Inc.	\$1,453,253.00	\$1,478,777.00
Woodruff Construction, Inc.	\$1,472,000.00	\$1,511,919.00
Larson Construction Co., Inc.	\$1,514,522.95	\$1,562,248.45
WRH, Inc	\$1,593,776.00	\$1,654,180.00

The base bid received from Con-Struct, Inc. was 24.20% below the engineers' estimate and the total base bid plus Alternate A was 23.24% below the engineers' estimate for the project, and was determined to be the lowest responsive, responsible bidder. Bolton & Menk, Inc. has reviewed the bid documents submitted and checked references on this bidder and was satisfied with the responses given.

Therefore, Bolton & Menk, Inc. recommends award of the Riverview Park Phase 1 project to Con-Struct, Inc., for the total base bid amount of \$1,288,495.00 (One Million, Two Hundred Eighty-Eight Thousand, Four Hundred and Ninety-Five Dollars and Zero Cents) and the total base bid plus Alternate A amount of \$1,336,029.00 (One Million Three Hundred Thirty-Six Thousand, Twenty-Nine Dollars and Zero Cents).

The bid tabulation is attached for your use. Feel free to contact me should there be any questions related to this project.

Sincerely,

Casey Byers, PLA
Bolton & Menk, Inc.

Attachment: Bid Tabulation

"H:\MRTNIA_CI_IA\OT6131006\6_Plans-Specs\C_Bids Received\Letter of Recommendation.docx"

Bolton & Menk is an equal opportunity employer.

City of Marshalltown
Marshalltown, Iowa
Riverview Park Phase 1

TABULATION OF BIDS

Bid Letting Date: 9/11/2024 @ 11:00 AM CDST



**BOLTON
& MENK**

Real People. Real Solutions.

430 E Grand Ave
Suite 101
Des Moines, IA 50309

Phone: (515) 259-9190
Bolton-Menk.com

BASE BID																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																					
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ALTERNATE BID																								
Item No.	Description	Unit	Pedestrian Bridge	Weir Wall	Playground	Pickleball Courts	Horse Shoe	Total Est. Quantity	Engineer's Estimate Bolton & Menk, Inc.															
									Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
A1	CLEARING AND GRUBBING	LS	0	0	0	0	1	1	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$2,600.00	\$2,600.00	\$250.00	\$250.00	\$550.00	\$550.00	\$1,567.00	\$1,567.00	\$2,500.00	\$2,500.00	\$300.00	\$300.00
A2	TOPSOIL, ON-SITE, 8 INCH	CY	0	0	0	0	132	132	\$20.00	\$2,640.00	\$25.00	\$3,300.00	\$31.00	\$4,092.00	\$28.00	\$3,696.00	\$6.15	\$811.80	\$21.98	\$2,901.36	\$15.00	\$1,980.00	\$22.00	\$2,904.00
A3	EXCAVATION, CLASS 10	CY	0	0	0	0	63	63	\$10.00	\$630.00	\$20.00	\$1,260.00	\$26.00	\$1,638.00	\$50.00	\$3,150.00	\$12.00	\$756.00	\$30.78	\$1,939.14	\$16.50	\$1,039.50	\$30.00	\$1,890.00
A4	SUBBASE, MODIFIED, 4 INCHES	SY	0	0	0	0	126	126	\$15.00	\$1,890.00	\$7.00	\$882.00	\$12.00	\$1,512.00	\$12.50	\$1,575.00	\$6.50	\$819.00	\$18.41	\$2,319.66	\$6.00	\$756.00	\$20.00	\$2,520.00
A5	PCC PAVEMENT SAMPLES AND TESTING	LS	0	0	0	0	1	1	\$8,000.00	\$8,000.00	\$2,000.00	\$2,000.00	\$1,200.00	\$1,200.00	\$500.00	\$500.00	\$660.00	\$660.00	\$550.00	\$550.00	\$2,500.00	\$2,500.00	\$2,000.00	\$2,000.00
A6	REMOVAL OF VOLLEYBALL COURT	SY	0	0	0	0	267	267	\$10.00	\$2,670.00	\$10.00	\$2,670.00	\$18.50	\$4,939.50	\$8.00	\$2,136.00	\$16.50	\$4,405.50	\$14.29	\$3,815.43	\$22.00	\$5,874.00	\$20.00	\$5,340.00
A7	SIDEWALK, PCC, 5 INCH	SY	0	0	0	0	84	84	\$70.00	\$5,880.00	\$78.00	\$6,552.00	\$87.00	\$7,308.00	\$60.00	\$5,040.00	\$142.00	\$11,928.00	\$58.25	\$4,893.00	\$54.00	\$4,536.00	\$75.00	\$6,300.00
A8	SEEDING, FERTILIZING, AND MULCHING FOR HYDRAULIC SEEDING TYPE 1 - PERMANENT LAWN	AC	0	0	0	0	0	0.25	\$6,000.00	\$1,500.00	\$5,500.00	\$1,375.00	\$4,100.00	\$1,025.00	\$4,450.00	\$1,112.50	\$5,900.00	\$1,475.00	\$4,396.00	\$1,099.00	\$6,200.00	\$1,550.00	\$8,000.00	\$2,000.00
A9	SILT FENCE OR SILT FENCE DITCH CHECK INSTALLATION AND REMOVAL	LF	0	0	0	0	0	225	\$4.00	\$900.00	\$2.20	\$495.00	\$2.10	\$472.50	\$2.00	\$450.00	\$2.07	\$465.75	\$2.20	\$495.00	\$2.40	\$540.00	\$4.00	\$900.00
A10	TEMPORARY FENCE, ORANGE PLASTIC	LF	0	0	0	0	250	250	\$6.00	\$1,500.00	\$4.00	\$1,000.00	\$12.50	\$3,125.00	\$4.00	\$1,000.00	\$2.20	\$550.00	\$4.68	\$1,170.00	\$3.80	\$950.00	\$5.00	\$1,250.00
A11	MOBILIZATION - ALTERNATE A	LS	0	0	0	0	1	1	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$2,000.00	\$2,000.00	\$15,000.00	\$15,000.00	\$1,600.95	\$1,600.95	\$7,403.41	\$7,403.41	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00
A12	CONCRETE WASHOUT	LS	0	0	0	0	1	1	\$5,000.00	\$5,000.00	\$500.00	\$500.00	\$500.00	\$500.00	\$250.00	\$250.00	\$660.00	\$660.00	\$284.00	\$284.00	\$500.00	\$500.00	\$1,000.00	\$1,000.00
A13	HORSHOE COURTS	EA	0	0	0	0	2	2	\$3,000.00	\$6,000.00	\$12,000.00	\$24,000.00	\$6,016.00	\$12,032.00	\$5,000.00	\$10,000.00	\$421.00	\$842.00	\$5,741.00	\$11,482.00	\$10,000.00	\$20,000.00	\$12,000.00	\$24,000.00
TOTAL ALTERNATE A									\$40,610.00		\$47,534.00		\$42,444.00		\$44,159.50		\$25,524.00		\$39,919.00		\$47,725.50		\$60,404.00	
TOTAL BASE BID + ALTERNATE A									\$1,740,686.00		\$1,336,029.00		\$1,364,115.25		\$1,403,475.00		\$1,471,008.00		\$1,476,219.00		\$1,562,248.45		\$1,654,180.00	

RESOLUTION APPROVING SNYDER AND ASSOCIATES PROFESSIONAL SERVICE AGREEMENT AMENDMENT NO. 2 FOR DESIGN AND CONSTRUCTION FOR THE LINN CREEK TRAILHEAD AND BRIDGE PROJECTS, IN THE AMOUNT OF \$27,800, AND DESIGNATING CONTECH AS A PREAPPROVED SUPPLIER FOR THE PREFABRICATED PEDESTRIAN BRIDGE

WHEREAS, the City Council of Marshalltown entered into an agreement with Snyder and Associates for the preliminary design and cost estimates for the Linn Creek District Trailhead and Bridge; and

WHEREAS, the City Council of Marshalltown amended our agreement with Snyder and Associates for professional services for the final design and bidding of the Linn Creek District Trailhead and Bridge; and

WHEREAS, Snyder and Associates is completing final design and cost estimates for the Linn Creek District Trailhead and Bridge; and

WHEREAS, the design team has reviewed available prefabricated pedestrian bridges and options for customization and would like to proceed with a Contech structure; and

WHEREAS, the city would like Contech to complete the design of the custom elements of the pedestrian bridge so they can be utilized in the bid process and coordination with Linn Creek District artist for custom railings; and

WHEREAS, the city desires to have environmental testing completed on the bridge to be demolished so bidders have that information during the bid process; and

WHEREAS, these professional services are recommending to be included in the project by amending the contract with Snyder and Associates.

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

Section 1. That the Marshalltown City Council authorizes the City staff and the Mayor to execute this amendment for professional services with Snyder and Associates.

Passed this 23rd 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 and City Council
FROM: Heather Thomas, Public Works Director
& Geoff Hubbard, Park & Recreation Director
DATE: September 23, 2024
RE: Destination Iowa – 6th St Pedestrian Bridge – Professional Services Amendment #2

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:

Enhance the public assets of both the Linn Creek District and the 13th Street District

Identify creative placemaking opportunities in City projects

Utilize the Arts and Culture Master Plan to partner with the Arts & Culture Alliance on projects and initiatives

Recommendation: Approve Professional Services Amendment and select Contech as a pre-approved supplier for the prefabricated bridge with custom elements.

Budget Impact: The project has sufficient funds to cover this amendment. This funding will come from the allocated Fund 364, 2022 GO Bond Funding towards the Bridge.

Description/Background: In September of 2022 we received a \$2M Destination Iowa grant for the Linn Creek District which includes 4 projects:

- renovations to the Martha Ellen Tye Playhouse,
- creating a trailhead next to the skate park and 6th St Softball Complex,
- creating a bridge next to the skate park and 6th St Softball Complex, and
- creating a water plaza next to Mega10 Park and the Aquatic Center.

The city conducted a request for qualifications process and selected Snyder & Associates for the trailhead and bridge work. The bridge has been planned to be a prefabricated truss style pedestrian bridge. In order to enhance the creative placemaking aspects in the Linn Creek District, the pedestrian bridge will have some consistency in the district by utilizing the artist selected for the Water Plaza project, Hilde DeBruyne to bring in some of the custom bridge railing elements.

Prefabricated bridges have the ability to customize select elements such as adding overlook bump-outs, railing areas, and some ability to add or remove certain truss members to span larger/smaller areas. The dimensions of the space, spans, and members may vary from each bridge supplier. In order to

CITY COUNCIL

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



proceed with some of the custom bridge railing elements, we need to firm-up the dimensions of the space, spans, and members. In review of prefabricated pedestrian bridges with the abilities for this customization, the design team has selected Contech as the preferred supplier. Prefabricated pedestrian bridges with customizations are similar to a design-build component. We are recommending to proceed with the design portion of the pedestrian bridge. Contech has provided a cost of \$25,000 for that design work.

During construction, Contech will be listed as a pre-approved supplier for the pedestrian bridge and bridge shop drawings will be available to bidders prior to the bid due date. Contractors are able to submit an alternate bridge supplier provided they are able to provide shop drawings so that custom bridge railing elements can be coordinated at the time of award as to not delay those elements. We have preliminary pricing from Contech and will have the Contech material quote in hand during the bid process to be able to confirm pricing we've received is honored.

Additionally, for environmental reasons, when bridges are demolished, Contractors must know about environmental concerns such as presence of asbestos and lead. We have a price from Allender Butzke to provide that testing so the results will be known and provided to the Contractors bidding on the project in the amount of \$2,800.

As both of these items fall under Professional Services in the Iowa Code, we are recommending approval of this work as an amendment to the Professional Services agreement we have with Snyder Associates. This will be Amendment #2 in the amount of \$27,800.

We have a preliminary schedule of the following for the bid process:

Order Construction 10/28/24

Public Hearing 11/11/24

Bid Opening 11/20/24

Award 11/25/24

Please note, as a condition of the Destination Iowa Grant, all projects must be obligated (executed contracts) no later than December 31th, 2024.

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CITY COUNCIL

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



SUPPLEMENTAL AGREEMENT FOR ADDITIONAL SERVICES # 2

To: Snyder & Associates, Inc.
2727 SW Snyder Blvd.
Ankeny, IA 50023

Attn: Richard Voelker, PE
Phone: 515-964-2020
Fax: 515-964-7938

This is authorization for Snyder & Associates, Inc. to proceed with the following described additional services.

Client: City of Marshalltown	
Project Name: Trailhead and Bridge Final Design	
S&A Project Number: 124.0187.01	Original Agreement Date: January 25, 2024

DESCRIPTION OF ADDITIONAL SERVICES:

This Supplemental Agreement adds the services of Contech toward the custom truss design and coordination with other trades desired for the truss span section of the bridge. These services will be passed through Snyder & Associates, Inc. invoicing, but the attached contract is directly between the City of Marshalltown and Contech. This Supplemental also adds additional services of subconsultant Allender-Butzke Engineers Inc. in the investigation of the former 6th Street Bridge for the presence of asbestos or lead paint. The bridge is intended for demolition, and this testing is required to inform the bidding contractors whether special measures are required for worker safety from harmful materials.

☒ Lump Sum in the amount of: \$27,800

☐ Hourly plus expenses per original agreement or attached fee schedule, Choose an item. budget: \$

☒ Document attached: Subconsultants' Scopes of Work

The undersigned, on behalf of the Client, understands and agrees that the services described in this Supplemental are additional services, scope of which is not contained within the original scope of services defined in the original agreement. The Additional Services in this Supplemental are subject to the general conditions contained in the original Professional Services Agreement.

City of Marshalltown

(Client)

SNYDER & ASSOCIATES, INC. (Professional)

(Type or Print Name above line)

By:

(Authorized Agent)

By:

(Authorized Agent)

(Printed or typed signature)

(Printed or typed signature)

Date:

Date: September 19, 2024

Route executed to: RMV



STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

PROJECT Paint Scrape Test and Asbestos Inspection
Pedestrian Bridge over Linn Creek
South 6th Street
Marshalltown, Iowa

PN 243150A

CLIENT Snyder & Associates
Attn: Rich Voelker, P.E.
2727 SW Snyder Blvd.
Ankeny, Iowa 50023

SCOPE Allender Butzke Engineers Inc. would collect representative paint scrape samples from the 6th Street Bridge over Linn Creek in Marshalltown, Iowa. The samples would be collected from painted bridge surfaces at the top, sides and underside of the bridge. The paint samples would be submitted to a laboratory and have them analyzed for Total Lead and Total Chromium. We would also perform an asbestos inspection of the bridge, collecting representative samples of all building materials. The samples would be submitted to a certified laboratory for asbestos analysis.

COMPENSATION TERMS The cost of the Paint Scrape Test and Asbestos Inspection would be **\$2800**. A report could be prepared in three weeks.

Services covered by the Agreement will be performed in accordance with the current Snyder & Associates and Allender Butzke Engineers Inc. RECIPROCAL MASTER AGREEMENT FOR SUBCONTRACTED PROFESSIONAL SERVICES and any attachments or schedules. This Agreement supersedes all prior agreements and understandings and may only be changed by written amendment executed by both parties.

Quotation from ABE, Inc.

By Donald D. Edds

Donald D. Edds

Title Asbestos Inspector

Date July 1, 2024

Accepted for Client

By _____

Signature

Print Name

Title _____

Date _____

PLEASE SIGN AND RETURN ACCEPTANCE AGREEMENT TO OUR OFFICE, THANK YOU!

Email to Above

PROPOSAL FOR PROFESSIONAL SERVICES

To: City of Marshalltown
Attn: Heather Thomas
36 N. Center Street
641-754-5734

Date: 9-19-24
Project: Custom Pedestrian Bridge
Location: Marshalltown, IA

Contech Engineered Solutions, LLC ("Contech") is pleased to provide the following professional services proposal for the Continental® Pedestrian Bridges ("Product") for the above referenced project ("Project"). This proposal, if accepted by the City of Marshalltown ("Company") within thirty (30) days of the date hereof, shall constitute a binding contract and incorporates by reference Contech's Standard Terms and Conditions for Professional Services. Any different or additional terms or conditions contained in Company's acceptance of this proposal are hereby objected to by Contech and shall have no effect on, and not become part of, the terms and conditions of this Agreement. Additional terms, changes, and alleged subsequent agreements shall not be effective unless signed by Contech's authorized representative.

I. PROFESSIONAL SERVICES

Description of Professional Services:

Contech proposes to provide Company the following professional services ("Services") signed and sealed by a Professional Engineer registered in the State of Iowa:

- Prepare stamped/sealed Contech Construction Drawings (CCD) for the PRODUCT in accordance with the project drawings and information provided by Snyder & Associates. Drawings to include section views, plan views, elevation views, bearing details-loads/reactions, connection details (for architectural panels), walkout platform details, splice details, design and material specifications (see specification attachment), and concrete deck design. Member sizes and weld symbols will be available to the City of Marshalltown & Snyder & Associates but won't be provided in final bid package.
- Prepare stamped/sealed engineering calculations for the PRODUCT.

Description of Structure Product:

Continental Pedestrian Bridge Length - 144'-9" Long (out to out of end vertical) Width - 12'-0" Wide (Clear between steel tube top rails) Style - Capstone H-section Supply to Lookout Landings at 6'-4" x 18'-8" (one on each side) Finish - Self Weathering Steel AASHTO LRFD Design 90 PSF Live Load H-5 (10,000 LB) Vehicle Load Bridge to be designed to accept a 6-inch-thick cast-in-place concrete deck Side Dams and End Dams included Galvanized Form Decking included Concrete and steel reinforcing to be supplied and installed by others Steel Tube Toe Rail Steel Tube Top Rail Steel Cover Plates at both ends of the bridge Fabric Reinforced Bearing Pads with Teflon and Stainless-Steel Main Portion of the Bridge to be shipped in Three sections Each 6'-4" x 18'-8" Lookout Landing to be shipped loose Decorative Safety Panels between the steel tube toe rail steel tube top rail to be supplied and installed by others

Exclusions/Work Provided by Others

Company shall provide Contech with full information regarding the Project's design requirements, including but not limited to project plans (including drainage, grading, and utility plans) and specifications, site topography data, special structural or loading requirements, geotechnical report and soil boring data, hydrological and flood plain data, hydraulic sizing, scour analysis, and any special owner/governing agency requirements.

Contech shall have no responsibility for any permitting, installation or construction activities or services of any kind, shoring design, shoring means and methods, inspections, investigations, reports, or data unless specifically provided in Contech's scope of work above.

Anticipated Schedule

It is anticipated that design will commence upon acceptance of this proposal and receipt of the project information listed above. Contech anticipates design services and deliverables will be provided 7-8 weeks from commencement of work. The drawings will be subject to one review by Company. Revisions required due to errors on Contech plans or omissions from Contech plans will be completed under this scope of services. Any further revisions or changes to the scope of services described will be subject to additional design time and fees (see fee for engineer section, below).

FEE FOR ENGINEERING (PSA-E)

Fees for Professional Services (PSA-E1)

Contech will provide the services outlined above for a lump sum fee of \$25,000 to be billed upon the completion of services. Payment terms are net 30 days from date of invoice. This engineering design estimate is preliminary and may change upon further refinement of the design and review of site parameters. The engineering estimate is based on material costs as of 9/19/24 and is subject to change at the time of final quote or order.

The professional services provided pursuant to Article I are provided for the express purpose of gaining approval of the use of these Contech Products from the permitting agencies/owners and in the interest of Contech ultimately supplying the Product. Contech will grant a limited, non-exclusive license to copy and/or implement such drawings, designs, calculations and deliverables only upon the purchase of the Product from Contech in connection with this Project. Use of the Services with any other structure, manufacturer or project is strictly prohibited and voids any and all representations and warranties, express or implied, related to the Services. Contech expressly disclaims any and all liability related to use of the Services with any other structure, manufacturer or project. To the fullest extent permitted by applicable law, Client agrees to indemnify, defend and hold harmless Contech along with its respective officers, directors, owners, employees and agents from and against all claims, damages, losses, causes of action, suits, judgments and expenses (including but not limited to reasonable attorney's fees) of any person or entity, to the extent arising out of Client's use of the Services with any other structure, manufacturer or project.

A separate contract with Contech's Conditions of Sale for the Product will be provided at time of bid or upon request at time of purchase.

We appreciate the opportunity to serve you and look forward to a successful project.

ACCEPTED this ____ day of _____, 20____,
subject to all terms and conditions
contained herein.

COMPANY: _____

By: _____

(Signature)

Print Name: _____

Title: _____

PO No. _____

Respectfully submitted,



Jake Vogel
Senior Bridge Consultant

CONTECH'S STANDARD TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

All professional services, including without limitation, engineering, design services, detailed drawings, training, consulting and analysis, provided by Contech (collectively, the "Services") are subject to the following terms and conditions ("Agreement"). CLIENT'S RIGHT TO ACCEPT THIS OFFER IS LIMITED TO CLIENT'S ASSENT TO THE TERMS AND CONDITIONS PRINTED HEREON AND THE ATTACHED OR ACCOMPANYING AGREEMENT, AND NO TERMS ADDITIONAL TO OR DIFFERENT FROM THOSE IN THIS OFFER ARE BINDING ON CONTECH. THERE ARE NO UNDERSTANDINGS, TERMS, CONDITIONS OR WARRANTIES NOT FULLY EXPRESSED HEREIN. Contech objects to any additional or different terms contained in any documentation submitted by Client.

1. **SCOPE.** The scope of work for the Services to be provided to Client is specifically set forth in Contech's proposal or quote (collectively, "Quote"). If Client requests a change in the scope of the Services to be provided, Contech reserves the right to revise schedules and price. Contech will not be obligated to provide any services which are (a) outside of the scope defined in the applicable documentation; (b) outside its area of expertise; or (c) in violation of any applicable laws, codes or regulations.

2. **CLIENT OBLIGATIONS.** Client shall make available in a timely manner at no charge to Contech all drawings, technical data, measurements, or other information and resources reasonably required by Contech for the performance of the Services. Client will be responsible for, and assumes the risk of any problems resulting from, the content, accuracy, completeness and consistency of all such data, materials and information supplied by Client.

3. **TAXES AND PAYMENT TERMS.** Unless otherwise stated in the Quote, Contech's price for Services does not include applicable sales, use, or similar taxes, and standard payment terms are net 30 days for creditworthy Clients. A late charge of 1-1/2% monthly (18% annual rate) or the maximum allowed by state law, if less, will be imposed on all past due accounts, and Client shall be liable to Contech for all costs of collection, including without limitation reasonable attorneys' fees and court costs.

4. **LIMITED WARRANTY.** Contech will provide the Services in accordance with generally accepted industry practices using reasonable care and skill consistent with that ordinarily exercised by members of the industry under similar conditions. However, due to the nature of the Services being provided, Contech cannot fully guarantee the success of Client's project. As such, except as set forth in this Section, Contech makes no warranties or guarantees, whether express, implied, or statutory, regarding or relating to the Services furnished under this Agreement. Contech specifically disclaims all implied warranties of merchantability and fitness for a particular purpose with respect to the Services.

5. **REMEDY FOR BREACH OF THE LIMITED WARRANTY.** The parties acknowledge and agree that the Services are being provided by Contech with the expectation that Contech is not assuming any financial or operational risks of the Client. In the event Contech commits an error with respect to or incorrectly performs the Services, Contech shall use commercially reasonable efforts to correct such error, or re-perform such Services at no cost to Client. Client acknowledges that its sole and exclusive remedy, and Contech's sole and exclusive liability, for any defect or error in the Services shall be correction, re-performance or substitution of such services by Contech.

6. **LIMITATION OF LIABILITY.** Contech's liability for a claim of any kind related to the Services, whether arising under contract, warranty, tort (including negligence), strict liability, products liability or other theory of liability, shall be limited to and not exceed the price paid by Client for Services. In no event shall Contech be liable for any special, indirect, labor, incidental or consequential damages, including without limitation, loss of profits or business interruption or loss of use of equipment, however caused, arising from or related to the Services. Any claim, demand or suit shall be directed and/or asserted only against Contech and not against any of Contech's affiliates, employees, officers or directors.

7. **DELIVERY/FORCE MAJEURE.** Contech shall have no liability for delays or any other breach of its obligations resulting from an Act of God, war, riot, explosion, accident, act of government, work stoppage, default of subcontractor or supplier of materials, or any other cause beyond the reasonable control of Contech.

8. **CANCELLATION, SUSPENSION OR DELAY.** Client agrees to Contech's performance of the Services in accordance with the date shown on the Quote. Client may cancel or suspend or delay by more than 30 days an order for Services only upon written notice and payment to Contech of all labor, material, and other costs incurred by Contech prior to such notice plus 25% administrative charge as reasonable estimate of damages for cancellation, suspension or delay.

9. **OWNERSHIP.** Except as otherwise specifically set forth in the scope of work provided as part of the proposal or quotation, all documents, including drawings, specifications, computer files, electronic media, data, engineering calculations, notes, and other documents and instruments prepared or furnished by Contech (collectively the "Documentation") are owned by and the property of Contech. Contech shall retain all common law, statutory and other reserved rights, including copyright, applicable to the Documentation. The Documentation is not intended or represented to be suitable for use on any other project. Client agrees to indemnify and hold Contech harmless against all claims, damages, losses, and expenses (including reasonable attorneys' fees) arising from or in any way connected with the unauthorized use or modification of the Documentation by Client or any person or entity that acquires or obtains the Documentation from or through Client without the written authorization of Contech. Contech shall have no liability to Client or others for changes made to the Documentation by Client without Contech's prior written approval.

10. **INDEMNITY.** Client shall indemnify and hold Contech harmless from all claims, damages, costs, fees, liabilities, losses, and expenses (including reasonable attorneys' fees and expert fees) as a result of any breach of this Agreement by Client or in connection with the Services by Contech under this Agreement, including without limitation, use of drawings, data or other information. However, in no event shall Client be liable under this provision for claims arising out of the sole negligence or willful misconduct of Contech.

11. **ASSIGNMENT.** Client may not assign the Agreement between Contech and Client without the prior written consent of Contech.

12. **THIRD-PARTY BENEFICIARIES.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against Contech. Contech's Services are being performed solely for Client's benefit, and no party or entity shall have any claim against Contech because of this Agreement or the performance or nonperformance of the Services.

13. **INDEPENDENT CONTRACTORS.** Each party will be, and act as, an independent contractor and not as an agent or partner of, or joint venture with, the other party for any purpose related to this Agreement or the transactions contemplated by this Agreement, and neither party by virtue of this Agreement will have any right, power, or authority to act or create any obligation, expressed or implied, on behalf of the other party.

14. **SEVERABILITY.** In the event any provision of this Agreement shall be declared invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

15. **PERIOD OF LIMITATIONS.** Client and Contech agree that a claim of any kind by Client related to the Services must be commenced by Client within one year of accrual of the cause of action or, if less, one year of performance of the Services.

16. **APPLICABLE LAW.** This contract shall be governed by, and construed and enforced in accordance with, the laws of the State of Ohio, without regard to any conflict of laws principles. Client and Contech agree and consent that dispute or legal action arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be brought and tried exclusively in the Butler County Court of Common Pleas in Hamilton, Ohio or, in the absence of jurisdiction, the federal district court in Cincinnati, Ohio.

17. **ENTIRE AGREEMENT.** This Agreement represents the entire and integrated agreement between Client and Contech and supersedes all prior negotiations, representations or agreements either written or oral. This Agreement may be amended only by written instrument signed by both Client and Contech.

SPECIAL PROVISIONS FOR PREFABRICATED HALF THROUGH TRUSS CONTINENTAL® PEDESTRIAN BRIDGE

1.0 GENERAL

1.1 Scope

These specifications are for fully engineered half through truss (with overhead bracing) bridge of steel construction and shall be regarded as minimum standards for design and fabrication. The work included under this item shall consist of design, fabricating, finishing and transporting the steel truss bridge superstructure including bearings. These specifications are based on products designed and manufactured by Contech Engineered Solutions LLC.

1.2 Definitions

- *Owner*: Entity who ultimately will own the bridge.
- *Engineer*: Engineering Entity or Firm who will be representing the Owner.
- *Contractor*: Entity who will be installing, and/or purchasing, the bridge.
- *Foundation Engineer*: Engineering Entity or Firm who will be designing and detailing the foundation system.
- *Geotechnical Engineer*: Engineering Entity or Firm who will be responsible for providing the Geotechnical information necessary to design the foundation system.
- *Bridge Manufacturer*: Firm who will be designing and supplying the bridge in accordance with these Special Provisions.

1.3 Qualified Bridge Manufacturer

Each Contractor is required to identify their intended supplier as part of the bid submittal. Qualified Bridge Manufacturers must have at least 10 years of experience fabricating these types of structures and shall have an up to date quality certification by AISC per Section 14.1 of these specifications. All suppliers shall fabricate their product utilizing a modern fabrication facility owned and operated by the Bridge Manufacturer that includes the use of CNC beam drilling machines, no brokers are allowed.

Pre-Approved Bridge Manufacturer:

Jake Vogel – Bridge Consultant
Contech Engineered Solutions LLC
1-612-352-7944
E-mail: jake.vogel@conteches.com

Other bridge manufacturers may bid, provided they submit a complete, fully engineered, stamped drawing and calculation package, along with a written request to supply the bridge, 10 days prior to the bid. If approved, the engineer/owner will issue an addendum, one week prior to bid.

Drawings shall include section views, plan views, elevation views, bearing details-loads/reactions, connection details (for architectural panels), walkout platform details, splice details, design and material specifications and concrete deck design.

The written request shall also be accompanied the following information:

- Bridge Manufacturer's Product Literature,
- Name and resume of Bridge Manufacturer's design professional who will be signing and sealing the engineering submittals,
- Copy of current AISC certification,
- Representative copies of detailed drawings, field procedures, calculations, quality control manual, welder's certifications, proof of in-house C.W.I.,
- Listing of projects including owner, location, size, year of fabrication, contact person,
- Certification by the Bridge Manufacturer's Design Professional that the bridge proposed will be in accordance with all project development done up to the date of these specifications.

The above will be evaluated by the Engineer for accuracy and ability to provide the bridge in accordance with these specifications. Bridge Manufacturers other than those listed above may only be used if the Engineer provides written approval via addendum 5 days prior to the bid. The Engineer's ruling shall be final.

1.4 Bridge Manufacturer's Design Professional and Submittals

The Bridge Manufacturer shall have at least two direct employees/engineers who are experienced in bridge design to be in responsible charge of all engineering related task and design. These engineers shall have a minimum of 10 years of experience in bridge design and be a currently licensed civil or structural Professional Engineer in the State of Iowa and shall be the engineer who will seal and sign the plans.

Engineering drawings, 11x17 format, shall be prepared and submitted to the Contractor or Owner for their review after receipt of the order. Submittal drawings shall be unique drawings, prepared to illustrate the specific portion of the bridge being fabricated. All relative design information such as member size, ASTM/AASHTO material specification, dimensions necessary to fabricate and required welding shall be clearly shown on the drawings. Drawings shall have referenced details and sheet numbers. All drawings shall be stamped, signed and dated by the Bridge Manufacturer's Design Professional.

Structural calculations for the design of the bridge superstructure shall be prepared by the Bridge Manufacturer and submitted for review after receipt of the order. Calculations shall include complete design, analysis and code checks for the controlling members, connectivity and support conditions, truss stability checks, deck design, deflection checks, bearings and all splices.

2.0 APPLICABLE CODES AND STANDARDS

2.1 Governing Specifications

Bridge shall be designed in compliance with the AASHTO LRFD Guide Specifications for the Design of Pedestrian Bridges, 2009 (*AASHTO Ped*). Calculations shall be in accordance with this document, and formulas shall reference the appropriate sections.

2.2 Other Reference Codes, Specifications and Standards

- AASHTO LRFD Bridge Design Specifications, 9th Edition, 2020 (*AASHTO LRFD*)
- AASHTO LRFD Specifications for Structural Supports for Highway Signs,

- Luminaires, and Traffic Signals, First Edition, 2005 (*AASHTO Signs*)
- AISC Steel Construction Manual, 15th Edition, 2017 (*AISC*)
- ANSI/AISC 360-16 Specification for Structural Steel Buildings, 2016 (*AISC 360*)
- American Welding Society, Structural Welding Code, D1.1, 2015 (*AWS D1.1*)
- ASCE/SEI 7-10 Minimum Design Loads for Buildings and Other Structures, 2010 (*ASCE 7*)
- Setra Technical Guide for Footbridges, 2006 (Setra)
- ANSI/AWC NDC-2015 National Design Specification for Wood Construction, 2015 (*NDS*)
- Tropical Timbers of the World, US Forest Products Laboratory

The AASHTO LRFD Guide Specifications for the Design of Pedestrian Bridges shall control if any conflicting requirements occur with the Other Reference Documents and/or other local Codes.

3.0 BRIDGE SYSTEM TYPE

3.1 Truss Style

The truss style shall be a Modified Keystone®. The vertical trusses shall be designed such that the top and bottom chord members will have a varying height along the length of bridge. The top chord will arch from the top of the end vertical, rising to a peak height at the center of the bridge, and then falling to the top of the end vertical at the other end of the truss. The height of the end vertical shall be 1'-6" above the deck. The peak height at the center of the bridge will be as determined by the Bridge Manufacturer, allowing for standard freight and manufacturing limitations. Bridge Manufacturer shall be consulted prior to bid to determine these dimensions. The interior verticals of the trusses shall be perpendicular to the top face of the bottom chord and the end verticals of the trusses shall be plumb. Trusses shall be laid out such that diagonals shall be at an angle of 30-degrees or more with respect to the bottom chord except for the first bay from the ends where the angle may be less.

3.2 Diagonal Style

The vertical truss shall use a single-diagonal, Pratt configuration, where all the diagonals are in tension for gravity loads.

3.3 Floor Beam Location

The bridge shall utilize an H-Section configuration where the ends of the floor beams are welded only to the interior face of the verticals. The distance from the top of deck to the bottom of the bottom chord shall be determined by the Bridge Manufacturer during final design.

4.0 BRIDGE GEOMETRY

4.1 Span Length

The bridge span length shall be 144'-9" (horizontal straight line dimension) and measured from end to end of the bridge truss, not including the end dam, any deck extension or bearing that extends beyond the end of the truss. Bridge to have One Walkout/Lookout Landing on each side as shown on the drawings.

4.2 Width

The bridge width shall provide a minimum clearance of 12'-0" between all interior railing elements.

- 4.3 Top of Deck to bottom of top struts to be a clear distance of 10'-0" at the center of the bridge where decorative overhead panels (by others) are located.

4.4 Lower Steel Clearance

The top of deck to low steel shall be as shown in the drawings.

4.5 Truss Bay Spacing

The number of bays and the dimension of the panel points shall be as shown on the drawings.

4.6 Camber

Shall be as shown on the drawings.

4.7 Elevation Difference

Shall be as shown on the drawings

5.0 STRUCTURAL DESIGN LOADS

5.1 Dead Load

The bridge structure shall be designed for the total bridge weight including the final deck system.

5.2 Pedestrian Loading (PL)

The bridge structure shall be designed for a uniform pedestrian loading of 90 psf. This loading shall be patterned to produce the maximum load effects. Consideration of dynamic load allowance is not required with this loading.

5.3 Vehicle Load (VL)

When vehicular access is not prevented by permanent physical methods, the superstructure and deck system shall be designed for each of the following concentrated/vehicular loads:

- A concentrated load of 1,000 pounds placed on any area 2.5' by 2.5' square.
- A single truck shall be placed to produce the maximum load effects and shall not be placed in combination with the pedestrian load. The dynamic load allowance need not be considered for this loading. The truck shall be the following:
 - H10 vehicle (20,000 pound two-axle vehicle with 80% to rear axle).

5.4 Wind Load (WS)

Pedestrian bridges shall be designed for wind loads as specified in *AASHTO Signs*, Articles 3.8 and 3.9. The loading shall be applied over the exposed area in front

elevations of both trusses including all enclosures.

In addition to the wind load specified above, a vertical uplift line load as specified in *AASHTO LRFD* Article 3.8.2 and determined as the force caused by a pressure of 20 psf over the full deck width, shall be applied concurrently. This loading shall be applied at the windward quarter point of the deck width.

5.5 Seismic (EQ)

The bridge structure shall be designed for seismic loading as specified in Section 3.10 of *AASHTO LRFD*. The transverse loads shall be calculated considering the transverse period of the bridge and longitudinal loads shall be calculated using a period of zero. A response modification factor of 0.8 shall be used for the calculation of forces applied to the bridge anchorage. A response modification factor of 1.0 shall be used for the calculation of bearing reactions. The transverse seismic load shall be applied to all the bearings and the longitudinal seismic load shall be applied to the fixed bearings only. The vertical bearing reactions shall be calculated using an overturning force on the bridge based on the center of gravity of the bridge times the transverse seismic load.

5.6 Fatigue Load (FL)

The fatigue loading shall be as specified in Section 11 of *AASHTO Signs*. The Natural Wind Gust specified in Article 11.7.1.2 and the Truck-Induced Gust specified in Article 11.7.1.3 of *AASHTO Signs* only need only be considered, as appropriate.

5.7 Combination of Loads

The load combinations and load factors to be used shall be as specified in *AASHTO LRFD* Table 3.4.1-1, with the following exceptions:

- Load combinations Strength II, Strength IV, and Strength V need not be considered.
- The load factor for Fatigue I load combination shall be taken as 1.0, and Fatigue II load combination need not be considered.

6.0 STRUCTURAL DESIGN CRITERIA

6.1 Modeling

The bridge shall be modeled and analyzed utilizing a three-dimensional computer software which shall account for moments induced in members due to joint fixity where applicable. Moments due to both truss deflection and joint eccentricity must be considered. All loads listed in Section 5 of these specifications shall be applied to the model and analyzed appropriately.

6.2 Lateral Frame and Member Design

The bridge shall be designed and proportioned such that appropriate lateral stiffness is

provided locally and globally, to ensure that the structure is stable.

For bridges without any overhead members (Half-Through Trusses), the vertical truss members, the floor beams and their connections shall be proportioned to resist a lateral force applied at the top of the truss verticals at the center of the top chord. This lateral force shall be applied as an additional load to the top of the vertical at the center of the top chord, creating a cantilever moment, which is then added to the forces obtained from the three-dimensional model. The magnitude of this lateral force shall not be less than $0.01/K$ times the average factored design compressive force in the two adjacent top chord members increased by a factor of safety of 1.33.

The top chord shall be analyzed as a column with elastic lateral supports at the panel points, considering all moments due to in-plane and out-of-plane bending, along with moments due to eccentricities of the members.

The U-Frame Stiffness of the verticals and floor beams shall be as specified in *AASHTO Ped* Article 7.1.2, assuming that the vertical and floor beam connection is rigid. This means that the following must be met:

- On H-Section floor beam connections, the floor beam width shall be at least 80% of the vertical face width in order to prevent any deformation due to tube wall plastification of the vertical member faces under service loads. The connection design will be checked at Strength I & Strength III load combinations.
- On Underhung floor beam connections, the vertical width shall match the bottom chord width in order to transfer vertical moments through the walls of the bottom chord to the verticals with no deformation of the chord side walls due to sidewall yielding or crippling under service loads. The connection design will be checked at Strength I & Strength III load combinations.
- The vertical and floor beam members shall not be connected to faces of the bottom chord at a 90-degrees to one another.
- All fixed end moments in the floor beams and verticals due to floor beam rotations, in addition to the loads derived from a U-Frame analysis have been accounted for in the strength design of the connections.

The vertical and floor beam members shall be proportioned such that the effective length factor, K , used in the design of the top chord shall not be greater than 2.0.

The end verticals shall be designed as a simple cantilever to carry the loads obtained from the three-dimensional model, plus the cantilever moment due to a lateral load of 0.01 times the axial force in the end vertical, applied laterally at the top end of the end vertical at the center of the top chord.

The floor beams shall be sized for the forces obtained from a simple span, pinned end analysis, or from the forces obtained from the three-dimensional model, whichever controls.

The diagonals and brace diagonals shall be analyzed as pinned-end connection members.

Interior verticals shall be analyzed as pinned-end connections unless longitudinal forces are applied to the verticals such as when the brace diagonals are connected to floor beams on an H-Section floor beam configuration. When longitudinal forces are applied to the verticals they shall be analyzed as fixed-end connections.

All other members shall be analyzed as fixed-end connections.

HSS member connections shall be evaluated per the requirements of AISC 360 Chapters J & K.

6.3 Deflections

The vertical deflection of the bridge due to the unfactored pedestrian live loading shall not exceed 1/360 of the span length.

The horizontal deflection of the bridge under unfactored wind loading shall not exceed 1/360 of the span length.

6.4 Fracture

The fracture toughness requirements and designation of Fracture Critical Member and Main Member designation are hereby waived for these structures.

6.5 Vibrations

Vibration of the structure shall not cause discomfort or concern to the users of the bridges. To assure this, the fundamental frequency (f) of the pedestrian bridge in the vertical direction, without live load, shall be greater than 3.0 hertz (Hz) to avoid the first harmonic. The fundamental frequency of the pedestrian bridge in the lateral direction, shall be greater than 1.3 Hz. If the fundamental frequency cannot satisfy these limitations, then the bridge should be proportioned such that either of the following criteria are satisfied:

$$f \geq 2.86 * \ln(180/W)$$

or

$$W \geq 180 * e^{(-0.35 * f)}$$

Where W is the weight of the bridge in kips and f is the fundamental frequency in the vertical direction in Hz.

For bridges longer than 85 ft and shorter than 125 ft the vertical and horizontal vibration must also meet the requirements for Bridge Class III with a Mean comfort level in accordance with *Setra*.

7.0 DECK SYSTEM

7.1 Deck System

Deck to be comprised of Reinforced Concrete designed to span from floor beam to floor beam.

Reinforced concrete shall be normal weight concrete (145 pounds per cubic foot maximum) and shall have a minimum compressive strength of 4,500 psi at 28 days, with an air content of 6% +/- 1.5%.

Concrete mix design, materials, quality, mixing, placement, finishing and testing shall be in accordance with the requirements of Section 552 of Federal Highway Administration Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects (FP-14). FP-14 can be viewed or downloaded at:
<http://flh.fhwa.dot.gov/resources/specs>

The surface of deck concrete shall be finished with a sidewalk finish per Section 552.14(c) of FP-14.

Stay-in-place galvanized (G90 coating) metal form deck shall be used and shall be designed to support the weight of the wet concrete plus a 20 pounds per square foot construction load. Form deck shall be shop attached to floor beams via self-drilling fasteners, welding or power actuated fasteners. Welding shall not be used on painted or galvanized bridges. The longitudinal sheet laps shall be attached with self-drilling self-tapping fasteners at 36-inch maximum spacing. The attachment of the form deck to the floor beams is only necessary to keep the form deck in place during transportation and during the concrete placement. The form deck is not to be used for diaphragm action or composite action and provides no structural benefit to the truss or the deck after the concrete is set. Metal form deck panels shall be of a length to span a minimum of two bays of the truss supports. The top of deck to bottom of form deck shall be as required to support the anticipated loads but shall not be less than 5".

The concrete deck shall be designed to span longitudinally from floor beam to floor beam and to support the loads specified in Section 5.0 of these specifications.

A distribution width of deck is allowed, to support the anticipated vehicle wheel loads. This distribution width (E in feet) shall be the narrower of the following:

- $E = 4 + .06S$
 - Where S is the floor beam spacing minus one-half of the floor beam width.
- One-half of the total driving width of the bridge deck.
- 0.75 times the lateral wheel spacing of the vehicle.
- $0.6S + \text{Wheel Width}$
 - Where S is the floor beam spacing minus one-half of the floor beam width.
 - The Wheel Width (in inches) is $2.5 * \sqrt{\left(\frac{0.01 * P}{2.5}\right)}$, where P is the wheel load in pounds

Reinforcing steel shall be ASTM A615 Grade 60 epoxy coated bars. All bar bends, anchorage and splices shall be in accordance with AASHTO Specifications. Top reinforcing shall have a minimum clearance of 2" to the top of deck. Contractor shall supply all concrete and reinforcing materials.

Lookout/Landings:

Lookout/landings shall be supplied with a Fiber Glass Reinforced decking with a solid top with an anti-slip coating.

8.0 MATERIALS OF CONSTRUCTION

8.1 Structural Steel

All members of the truss and deck support system shall be fabricated from square or rectangular hollow structural shapes (HSS), with the exception that floor beams may be wide flange shapes. All open ends of end posts and floor support beams shall be capped. Drain holes shall be provided for all sections at the low point of the member that may become filled with water.

All bridges shall be fabricated using A847 for HSS sections and A588 for structural shapes and plates.

Minimum nominal thickness of primary hollow structural shapes shall be 1/4". Rolled shapes shall have a minimum thickness of 1/4".

8.2 Fasteners

Structural bolts used to field splice or connect all main members shall be ASTM F3125 Grade A325. The nuts for these structural bolts shall be ASTM A563. The Bridge Manufacturer shall determine the finish of the structural bolts. They will be either Type 3 (Weathering) or Type 1 (Hot-Dipped or Mechanically Galvanized) as specified by the Bridge Manufacturer.

Bolts used for the connection of a wood rub rail shall be 18-8 or 316 Stainless Steel, 1/4" diameter carriage bolts.

Screws for the attachment of wood deck shall be steel, 5/16" diameter, six lobe drive, self-tapping screws. The screws shall have flat heads for the screws in the wood and round heads for the screws on the edge cover. The screws shall have a protective coating that will prevent corrosion due to contact with treated wood and environmental exposure.

Self-drilling fasteners for attachment of the form decking shall be #14 x 1" zinc plated hex washer head Tek screws.

Power Actuated fasteners shall be Hilti sheet metal nail X-ENP-19 fastener.

Other miscellaneous fasteners shall be ASTM A307 zinc plated or galvanized, as determined by the Bridge Manufacturer.

9.0 FINISH

For corrosion resistant high-strength low-alloy (weathering) steel no surface finish treatment is necessary. All exposed surfaces of structural steel to be cleaned in accordance with Steel Structures Painting Council Surface Preparation Specifications No. 7, SSPC -SP7 brush-off blast cleaning. Exposed surfaces of steel shall be defined as those surfaces seen from the deck or from the outside and bottom of the structure. All other surfaces to have standard mill finish. The steel will be allowed to form a protective weathering patina over time.

10.0 ATTACHMENTS

Custom Panels between the top rail and the toe rail to be supplied and installed by others.

10.1 Toe Plate

Toe Rail shall be HSS 4x2x3/16 Steel tube. If the vertical spacing is greater than the maximum unsupported length, mid-bay supports will be required. When the ends of the toe rail near the end of the bridge are not covered by the end verticals, they shall be capped and ground smooth. The bottom of the toe plate shall be placed 2" above the finished height of the deck. All seams of the toe plates shall be fully welded to give the appearance of a continuous member (welding should be located at a support member). If toe plates are incorporated into a safety rail system, they may be modified as needed but shall be a minimum of 4" high.

10.2 Rub Rail

Rub Rails shall be provided at a height as shown on the drawings from top of the deck to the top of rub rail. Rub rails shall be HSS 4x2x3/16. When the ends of the rub rails near the end of the bridge are not covered by the end verticals, they shall be capped and ground smooth. All seams of the rub rails shall be fully welded to give the appearance of a continuous member (welding should be located at a support member).

10.3 Expansion Joint

The gap between the end of the bridge deck and the back wall of the foundation system be sized to accommodate bridge movements due to thermal expansion of the bridge over the design temperature range. The gaps shall be covered with a steel cover which attaches to the bridge and extends over the gap and onto the top of the foundation system back wall. The steel cover shall have its edges rounded or beveled at a 45-degree angle. A compression seal sized for movement and rated for pedestrian traffic may be used in place of the steel cover.

11.0 BEARINGS

11.1 Bearing Type

The fixed bearings shall be a steel bearing plate sitting on steel setting plate with a Cotton Duck Pad (CDP). The expansion bearings shall have an upper stainless steel slide plate and a Teflon slide surface bonded to the CDP. The CDP shall be designed to transfer all loads from the bridge to the foundation using AASHTO Method A Design. Size shall be per the loads and anticipated rotations at the bearings determined by the Bridge Manufacturer. The upper stainless steel plate shall be large enough to cover the lower Teflon slide surface throughout the entire design temperature range. The Teflon shall be virgin PTFE resin tested per ASTM D4894 or D4895 and reinforcing agents including milled glass fibers. The stainless steel shall be no less than 11-gage A240 Type 304 having a surface finish of less than 20 microinches RMS. PTFE size shall be per loads and anticipated movements determined by the Bridge Manufacturer. Both expansion and fixed bearing plates shall have slotted holes for ease of installation. Bottom nut on the anchor bolt shall be finger tight and top nut tight at expansion bearings and both nuts on anchor bolt tight at fixed bearings.

11.2 Design Temperature Range

The Design Temperature Range will be site specific and will be determined per *AASHTO LRFD* Article 3.12.2.

11.3 Non-Shrink Grouting

The bridge will be supplied with a lower setting plate. This setting plate shall be leveled and shimmed to the proper elevation. The space between the lower surface of the setting plate and the foundation surface shall be filled with a non-shrink grout capable of achieving a minimum compressive strength equal to or greater than the strength of the foundation concrete. The cost of the leveling, shimming, and non-shrink grout shall be the responsibility of the Contractor.

12.0 FOUNDATIONS

12.1 Foundation System

Foundation system shall utilize abutments designed by the Foundation Engineer in conjunction with the bridge bearing requirements and dimensions provided by the Bridge Manufacturer and the site-specific geotechnical information provided by the Geotechnical Engineer. All abutment dimensions and materials shall be shown on the final contract plans.

12.2 Anchor Bolts

Bridge Manufacturer shall design the diameter and grade of anchor bolts, based on the shear and tensile strength of the anchor bolt material only. All design considerations regarding concrete breakout strength in shear and tension, pullout strength, concrete side-face blowout strength, concrete pry out strength, embedment depth, type of anchorage or any other concrete failure modes are the responsibility of the Foundation Engineer and shall be shown on the final contract plans. All anchor bolts shall be galvanized. The Foundation Engineer shall determine if the anchor bolts shall be cast-in-place, drilled/epoxy, or expansion anchors. Anchor bolts shall be provided and installed by the Contractor.

13.0 FABRICATION

13.1 Welding

Welding procedures and weld qualification test procedures shall conform to the provisions of *AWS D1.1*. Filler metal shall be in accordance with the applicable AWS Filler Metal Specification and shall match the corrosion properties of the base metal.

13.2 Welders

Welders shall be qualified for each process and position used while fabricating the bridge. Qualification tests shall be in accordance with *AWS D1.1*. All weld qualifications and records shall be kept in accordance with the Fabricator's Quality Assurance Manual which has been approved and audited by AISC as the basis for certification.

13.3 Shop Splices

Shop splices for main truss members shall be full penetration welds all around the perimeter of the member. These shop splices shall be performed using a full perimeter backing plate. After welding of the shop splices, the weld shall be ground smooth to match the perimeter of the member. Grinding these welds smooth is required and will be grounds for rejection of the bridge upon delivery if not completed.

Shop splices for all horizontal rail components to be located at the centerline of the truss verticals, each end welded to the truss vertical and seal welded together. Exposed surface of the seal welds as seen from the deck shall be ground smooth.

Shop spliced for all horizontal stringers to be located at the centerline of the floor beams, each end welded to the floor beam and seal welded together.

13.4 Bolted Splices

For shipping purposes, the bridge may be fabricated in sections. Sections shall be field assembled using bolted connections. No field welding of members shall be allowed.

The chord members of the bridge shall be bolted such that at least two faces of the

member are bolted. This is to provide reasonable force distribution around the perimeter of the member. Bolted splices shall be designed and fabricated such that the head of the bolt and washer are the only item exposed. No through-bolting of the member is allowed. The nuts of the fastener cannot be welded to the internal splice plate and shall be held in place with a nut capture system per Patent US 10,267,345 B2 or equal.

The diagonals and brace diagonals shall be bolted utilizing a through-bolt system with plates on the exterior faces of the members. An internal stiffening plate is required to keep the member from crushing during the bolt tightening process.

All bolted connections are considered to be pretensioned or slip-critical connections. All bolts are to be pretensioned per the requirements of section 8.2 of the Specification for Structural Joints Using High-Strength Bolts. Recommended tightening method of all structural bolts shall be Turn-of-the-Nut Pretensioning.

14.0 QUALITY CONTROL

14.1 AISC Certification

The bridge shall be fabricated in a shop owned by the Bridge Manufacturer. This facility shall have up to date quality certification by AISC as Certified Bridge Fabricator - Advanced (Major) with Fracture Critical Endorsement and Complex Coating Endorsement (P1-Enclosed or P2-Covered).

14.2 Certified Weld Inspector

The Bridge Manufacturer shall employ at least two Certified Weld Inspectors (CWI), with endorsement by AWS QC1. At least one CWI shall be present during the complete fabrication of the bridge. The CWI shall provide written documentation that the bridge has been fabricated in accordance with these specifications and the approved design drawings.

14.3 Documentation

Material Certifications shall be available for review for all materials within the bridge. Traceability of heat numbers is required for all structural steel.

Documentation showing the performance of all critical quality checks shall also be made available for review by the Engineer or Owner.

14.4 Non-Destructive Testing

All welds within the structure, shall be visually inspected for conformance to size, under cut, profile and finish.

All shop splices of main truss members shall be magnetic particle tested.

15.0 DELIVERY AND ERECTION

15.1 Delivery

Delivery shall be made via truck to a location nearest the site which is accessible to normal over-the-road equipment. All trucks delivering bridge materials will need to be unloaded at the time of arrival. If the erection Contractor needs special delivery or delivery is restricted, they shall notify the Bridge Manufacturer prior to bid date. This

includes site issues which may prevent over-the-road equipment from accessing the site. Steerable dollies are not used in the cost provided by the Bridge Manufacturer. Determining the length of bridge section which can be delivered is the responsibility of the Contractor and shall be communicated to the Bridge Manufacturer prior to the bid date.

15.2 Installation & Lifting Procedures.

The Bridge Manufacturer will provide standard typical written procedures for lifting and splicing the bridge. All actual means, methods, equipment and sequence of erection used are the responsibility of the Contractor.

16.0 WARRANTY

The Bridge Manufacturer shall warrant, at the time of delivery, that it has conveyed good title to its steel structure, free of liens and encumbrances created by the Bridge Manufacturer, and that its steel structure is free of defects in design, material and workmanship. This warranty shall be valid for a period of one (1) year from the earlier date of delivery or 60 days after final fabrication is complete. Durable tropical hardwood decking and hardwood attachments shall carry a one (1) year warranty against rot, termite damage, or fungal decay. This warranty shall specifically exclude all softwood and decking material such as Treated Southern Yellow Pine, Douglas Fir and Wood thermoplastic composite lumber (e.g. Trex). Paint, galvanizing and other special coatings, if warranted, shall be warranted by the coating manufacturer in accordance with their warranty provisions and are not covered under the Bridge Manufacturer's warranty.

This warranty shall not cover defects in the steel structure caused by abuse, misuse, overloading, accident, improper installation, maintenance, alteration, or any other cause not expressly warranted. This warranty shall not cover damage resulting from or relating to the use of any kind of de-icing material. This warranty shall be void unless owner's records are supplied that show compliance with the minimum guidelines specified in the in the Bridge Manufacturer's inspection and maintenance procedures.

Repair, replacement, or adjustment, in Bridge Manufacturer's sole discretion, shall be the exclusive remedy for any defects under this warranty. This warranty shall exclude liability for any indirect, consequential, or incidental damages.

**RESOLUTION APPROVING PLANS, SPECIFICATIONS, FORM OF CONTRACT
AND COST FOR THE 6TH STREET TRAIL PROJECT, IN THE CITY OF
MARSHALLTOWN, IOWA, BEING PROJECT NO. TRL 18-002**

WHEREAS, there was placed on file in the office of the Clerk of the City of Marshalltown, Iowa, proposed plans and specifications, proposed form of contract and estimated cost for a public improvement in the City of Marshalltown, Iowa, for the 6th Street Trail, Project No. TRL 18-002, as fully set forth in the resolution ordering same, and that public notice of hearing on such plans, specifications and form of contract were duly published in the Marshalltown Times-Republican in time for hearing now before the Council, and

WHEREAS, written objections to the plans, specifications and form of contract have been called for and no such written objections have been filed with the City Clerk, and oral objections being called for and no oral objections being made in open Council, it is the decision of this Council that such plans, specifications, form of contract and estimate of cost should be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that the plans, specifications, form of contract and estimated cost heretofore placed on file and upon which public notice has been duly given and no objections thereto have been made either in writing or in open council, the Council does now adopt and approve the plans, specifications, form of contract and estimate of cost for Project No TRL 18-002, being the 6th Street Trail Project in the city of Marshalltown, Iowa.

Passed this 23rd day of September, 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) 754-5799
Fax - (641) 754-5717

To: Mayor Greer and the City Council
From: Geoff Hubbard, Parks & Recreation Director
Date: September 11, 2024
RE: Public Hearing – 6th Street Trail Project, Project No. TRL18002

Policy Issue: City policy requires Governing Body hold a public hearing for the approval of plans, specifications, form of contract and costs on construction projects requiring public bidding.

Recommendation: Staff recommends completing the public hearing and approving the Resolution.

Background: This project includes the construction of trail from the old 6th Street bridge, through the American Legion, Wayward Social, and connect to the Freedom Rock at the American Legion. Trail is already in place at the Crosby Place and Creekside Estates sections of the trail.

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

Attachment: None

CITY COUNCIL

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



ENGINEER'S ESTIMATE

6th Street Trail

City of Marshalltown

BMI PROJECT NO. 116486

CITY OF MARSHALLTOWN PROJECT NO. TRL 18-002



September 9, 2024

Item No.	Item	Unit	Estimated Quantity	Unit Price	Total Amount
1	CLEARING AND GRUBBING	LS	1	\$35,000.00	\$35,000.00
2	TOPSOIL, ON-SITE	CY	974	\$10.00	\$9,740.00
3	EXCAVATION, CLASS 10	CY	750	\$25.00	\$18,750.00
4	SUBGRADE PREPARATION	SY	2428	\$4.00	\$9,712.00
5	SUBBASE, GRANULAR, 4 IN	SY	2428	\$15.00	\$36,420.00
6	COMPACTION TESTING	LS	1	\$2,000.00	\$2,000.00
7	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL	CY	50	\$45.00	\$2,250.00
8	PIPE CULVERT, TRENCHED, RCP, 15 IN	LF	24	\$70.00	\$1,680.00
9	PIPE APRON, RCP, 15 IN	EA	2	\$2,000.00	\$4,000.00
10	MANHOLE ADJUSTMENT, MINOR	EA	1	\$1,500.00	\$1,500.00
11	PCC PAVEMENT SAMPLES AND TESTING	LS	1	\$4,000.00	\$4,000.00
12	TRAIL, PCC, 5 IN	SY	1750	\$65.00	\$113,750.00
13	SIDEWALK, PCC, 4 IN	SY	6	\$50.00	\$300.00
14	PAVEMENT REMOVAL	SY	68	\$12.00	\$816.00
15	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE	STA	1.5	\$100.00	\$150.00
16	GROOVES CUT FOR PAVEMENT MARKINGS	STA	1.5	\$40.00	\$60.00
17	TRAFFIC SIGNS	EA	11	\$500.00	\$5,500.00
18	TEMPORARY TRAFFIC CONTROL	LS	1	\$6,000.00	\$6,000.00
19	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING	LS	1	\$2,000.00	\$2,000.00
20	FILTER SOCK OR FILTER SOCK FOR DITCH CHECK, 9 IN	LF	1800	\$3.00	\$5,400.00
21	FILTER SOCK OR FILTER SOCK FOR DITCH CHECK, REMOVAL	LF	1800	\$1.00	\$1,800.00
22	RIP RAP, CLASS D	TON	3.5	\$100.00	\$350.00
23	STABILIZED CONSTRUCTION ENTRANCE	SY	64	\$20.00	\$1,280.00
24	CHAIN LINK FENCE, GENERAL, 72 IN	LF	190	\$70.00	\$13,300.00
25	GATES, GENERAL, 72 IN, 5 FT	EA	2	\$3,000.00	\$6,000.00
26	REMOVAL OF FENCE	LF	220	\$8.00	\$1,760.00
27	CONSTRUCTION SURVEY	LS	1	\$7,000.00	\$7,000.00
28	MONUMENT PRESERVATION AND REPLACEMENT	LS	1	\$1,500.00	\$1,500.00
29	MOBILIZATION	LS	1	\$15,000.00	\$15,000.00
30	CONCRETE WASHOUT	LS	1	\$1,000.00	\$1,000.00
31	BIKE RACK	EA	5	\$300.00	\$1,500.00

OPINION OF PROBABLE CONSTRUCTION COST:

\$309,518.00

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 C/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

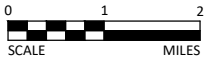
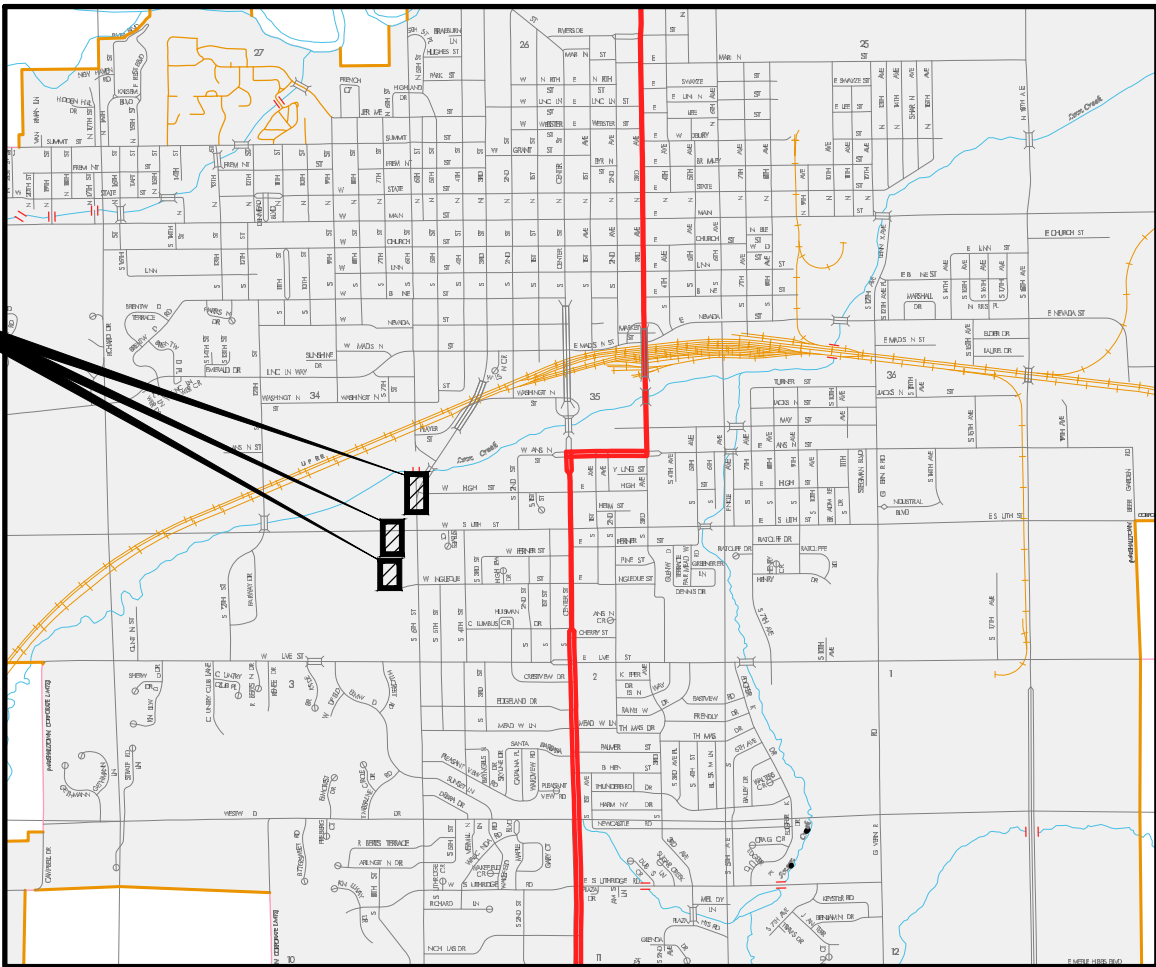
CITY OF MARSHALLTOWN SEWER
TROY MCGAHUEY
(641)-751-9608

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

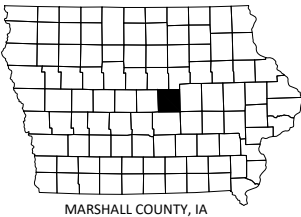
HEART OF IOWA VENTURES
JAY DUNCAN
(641)-486-2211

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

PROJECT LOCATION



MAP OF THE
CITY OF MARSHALLTOWN
MARSHALL COUNTY, IA



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
PUBLIC WORKS DIRECTOR

DATE: 09/04/24



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.

Jessica M. B. Fisher

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:

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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		



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CITY OF MARSHALLTOWN, IOWA

6TH STREET TRAIL

LEGEND

SHEET

A.02



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0 80 160
HORIZ. SCALE FEET



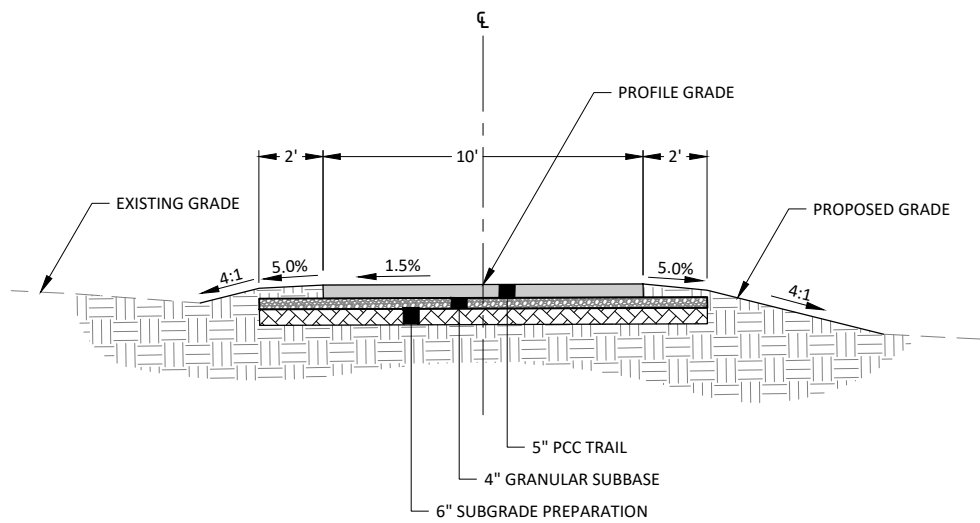
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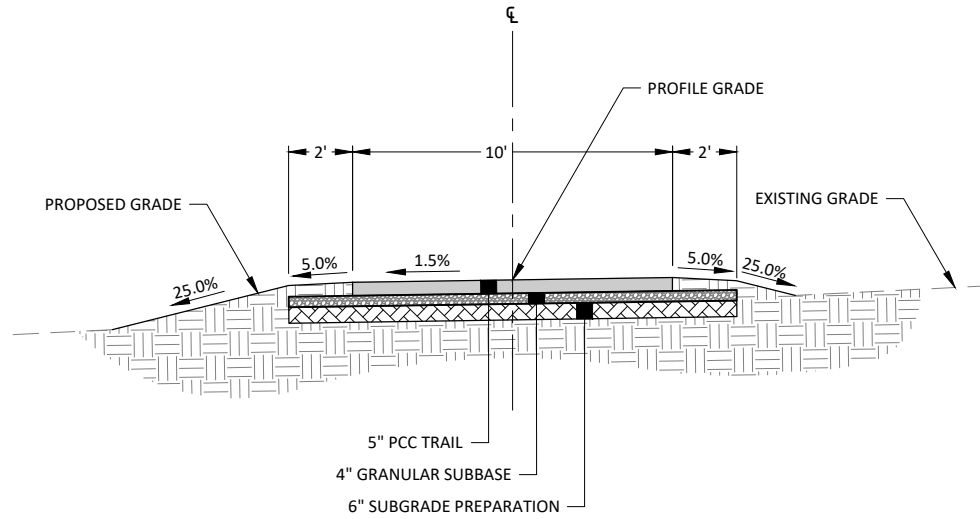
CITY OF MARSHALLTOWN, IOWA
6TH STREET TRAIL
PROJECT OVERVIEW

SHEET
A.03

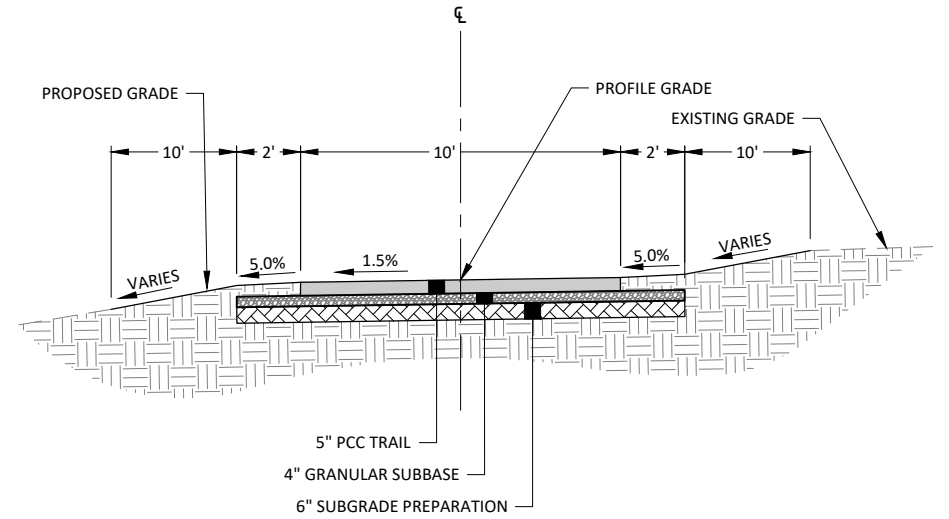
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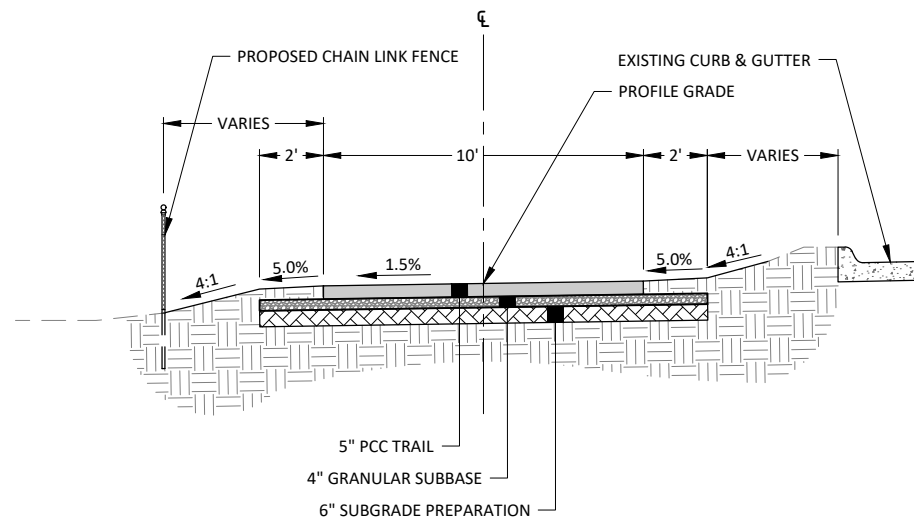
1
B.01 5 IN PCC TRAIL TYPICAL SECTION
FREEDOM ROCK CONNECTION (STA 100+00 - 101+83.88)
NOT TO SCALE



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

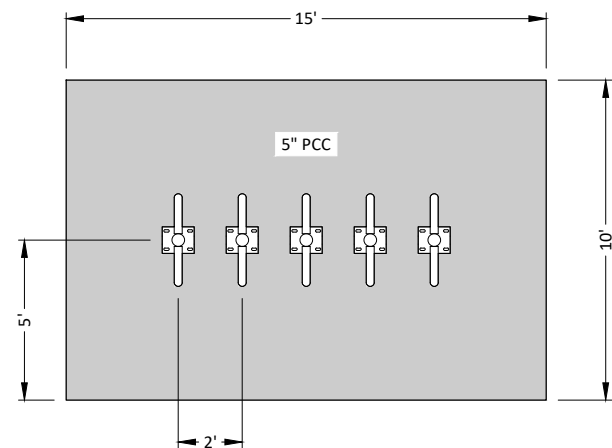


3
B.01 5 IN PCC TRAIL TYPICAL SECTION
W SOUTH STREET CONNECTION (STA 202+00 - 206+25)
NOT TO SCALE



- 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



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

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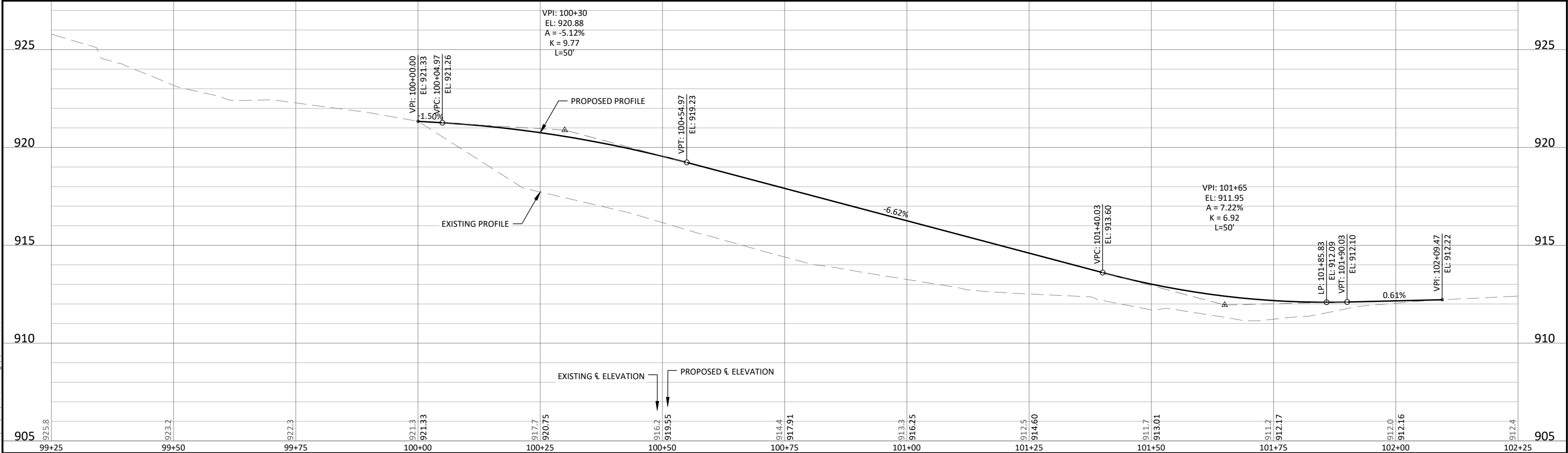
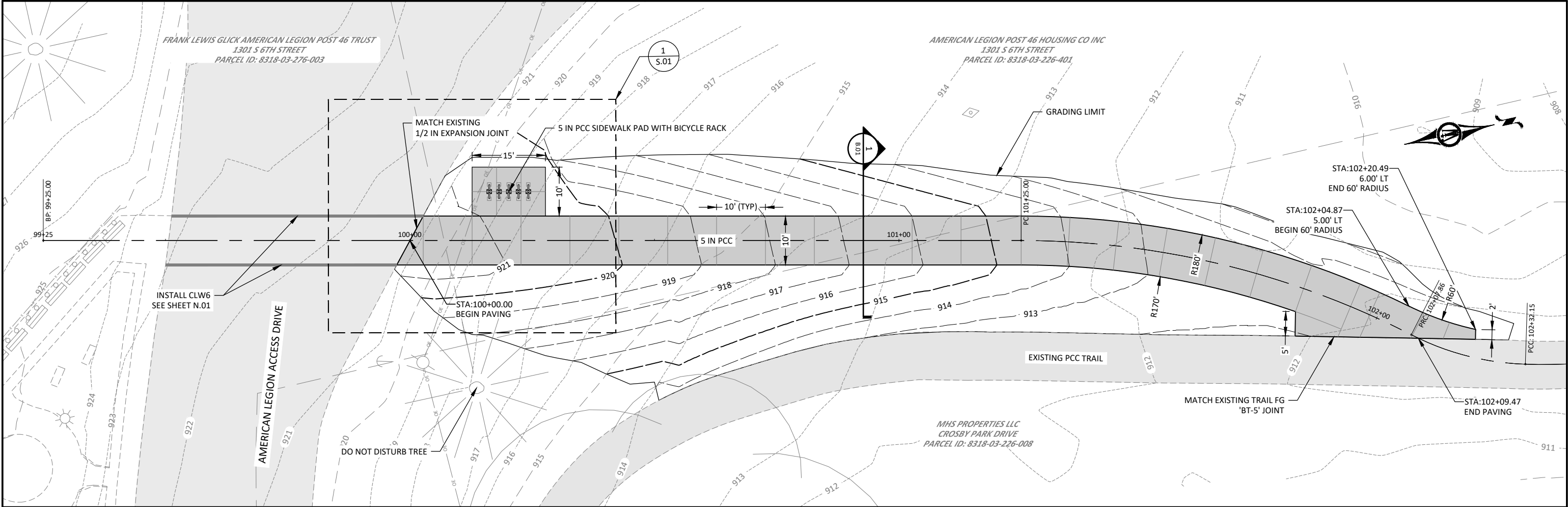
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ESTIMATED PROJECT QUANTITIES					
ITEM NO.	ITEM CODE	ITEM	UNIT	QUANT	AS BUILT QUANT.
1	2010-108-C-0	CLEARING AND GRUBBING	LS	1	
2	2010-108-D-1	TOPSOIL, ON-SITE	CY	974	
3	2010-108-E-0	EXCAVATION, CLASS 10	CY	750	
4	2010-108-G-0	SUBGRADE PREPARATION	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.

 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	CITY OF MARSHALLTOWN, IOWA	SHEET C.01
		DRAWN				6TH STREET TRAIL	
		CHECKED				QUANTITIES & ESTIMATE REFERENCE INFO	
		BIMI PROJ. NO.					
		A13.116486					



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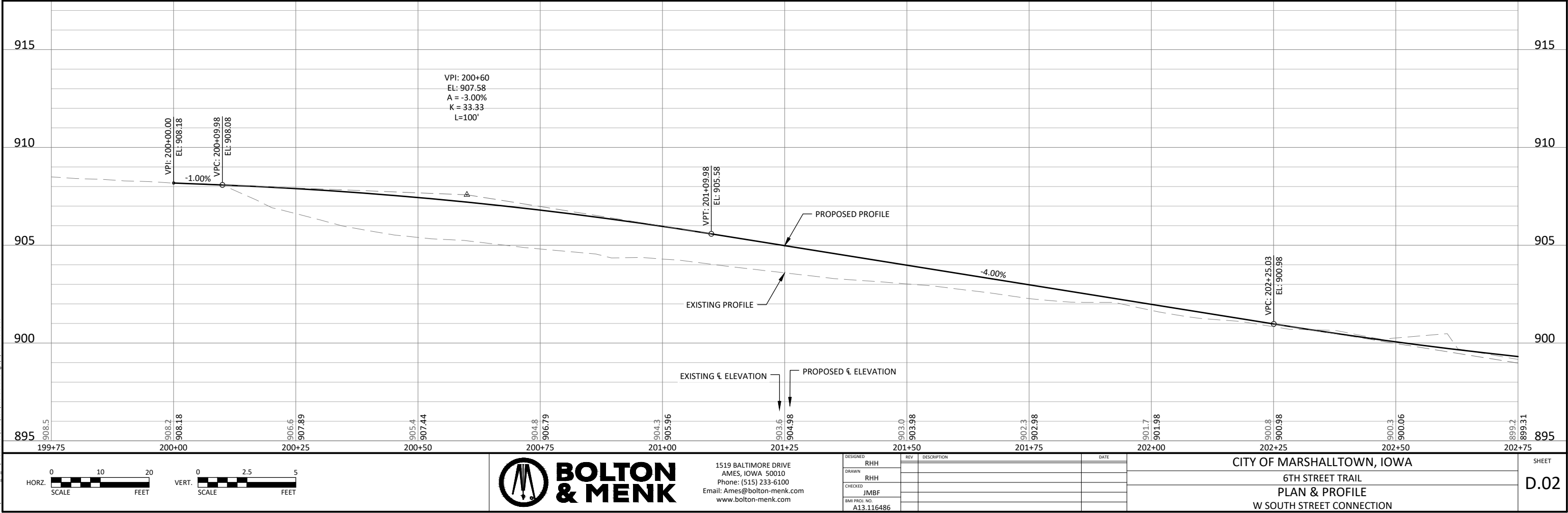
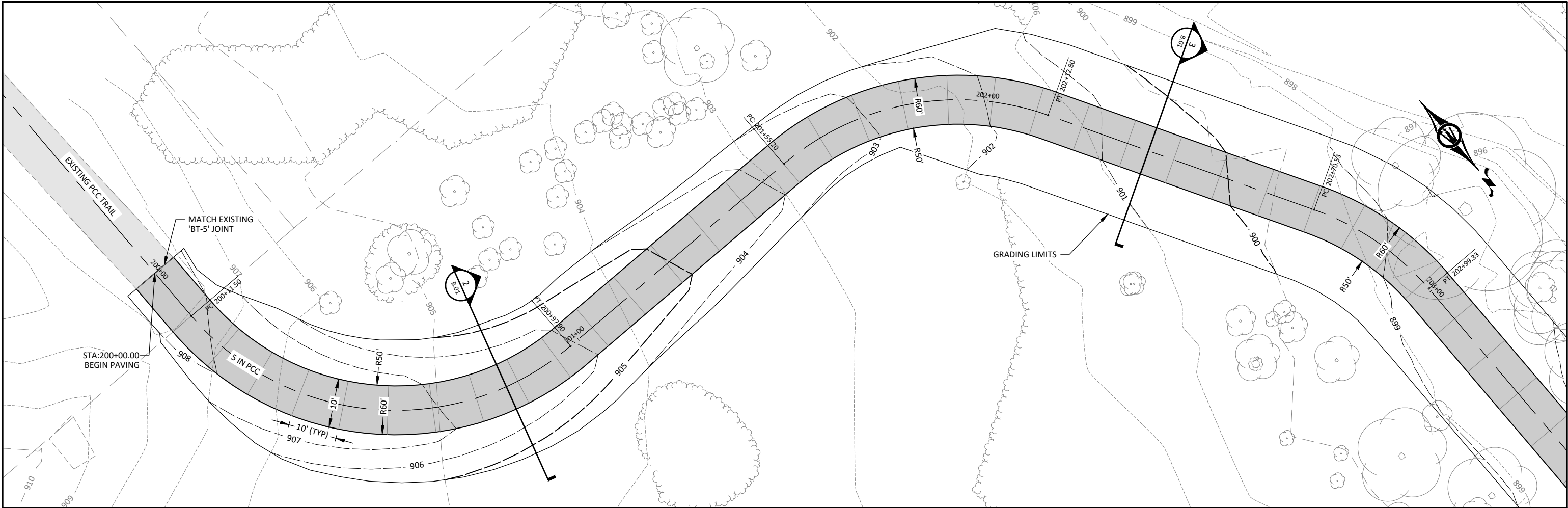


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CITY OF MARSHALLTOWN, IOWA
6TH STREET TRAIL
PLAN & PROFILE
FREEDOM ROCK CONNECTION

SHEET
D.01



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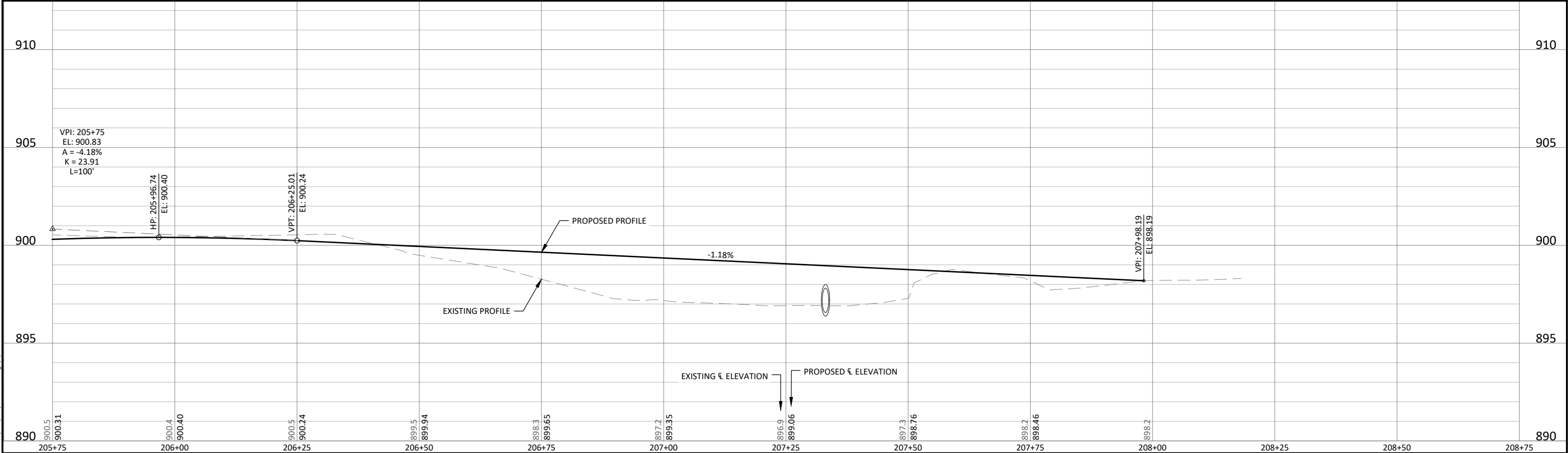
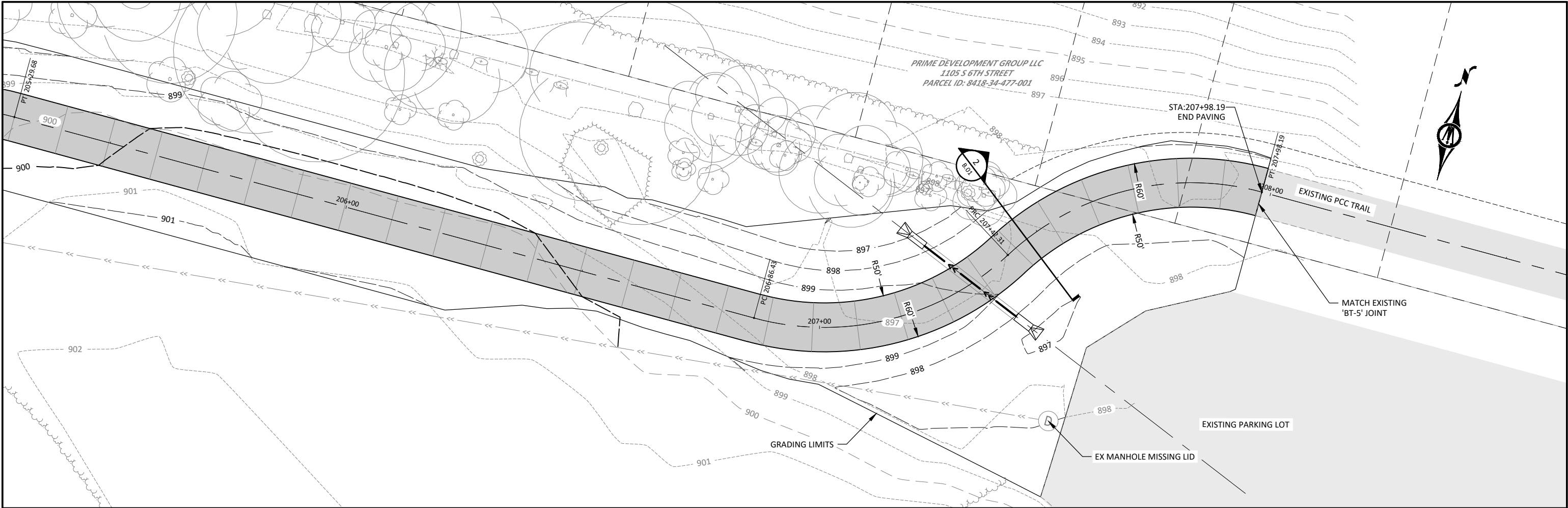


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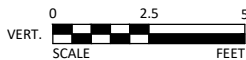
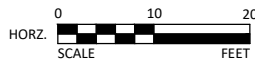
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W SOUTH STREET CONNECTION

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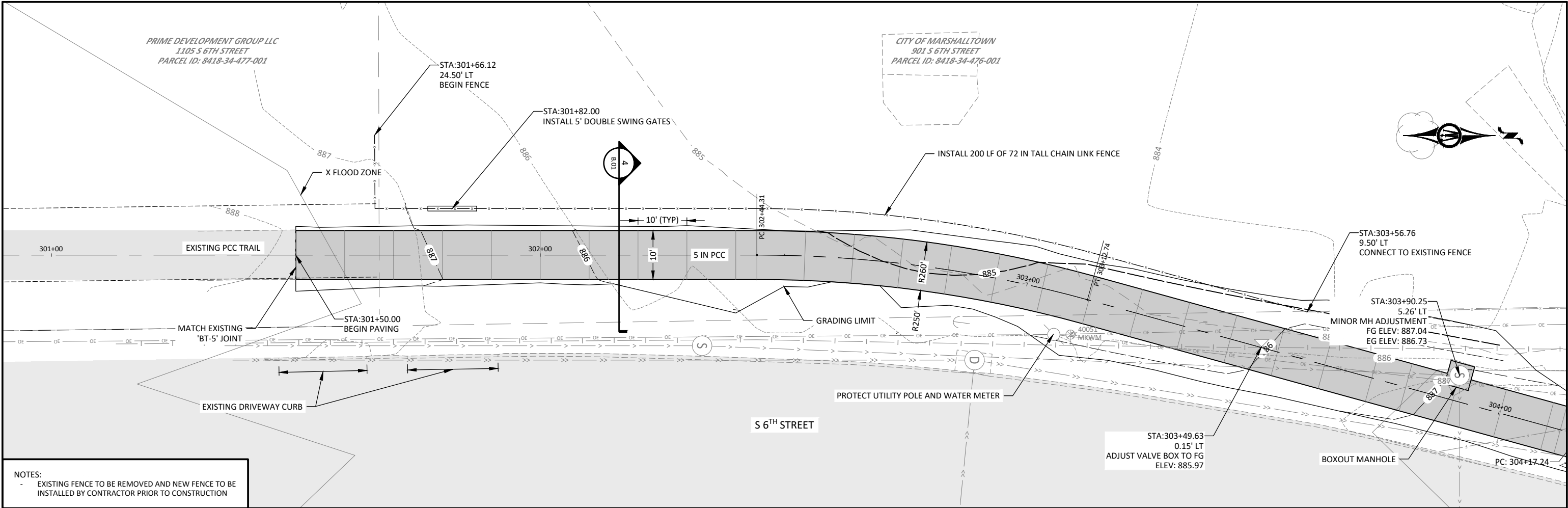
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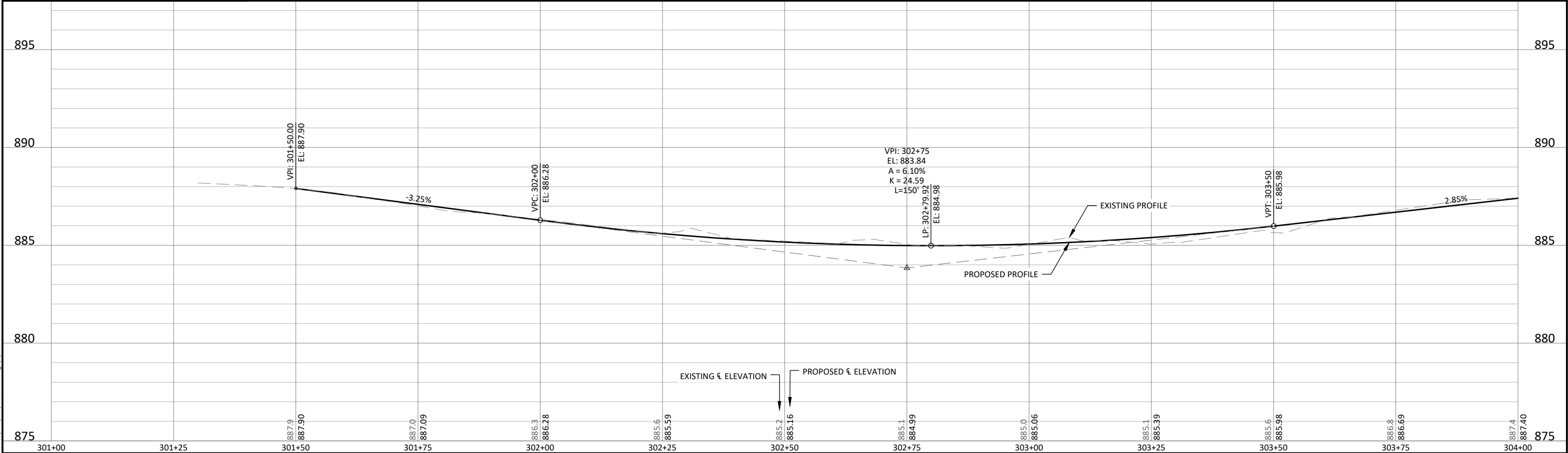
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W SOUTH STREET CONNECTION

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NOTES:
- EXISTING FENCE TO BE REMOVED AND NEW FENCE TO BE
INSTALLED BY CONTRACTOR PRIOR TO CONSTRUCTION



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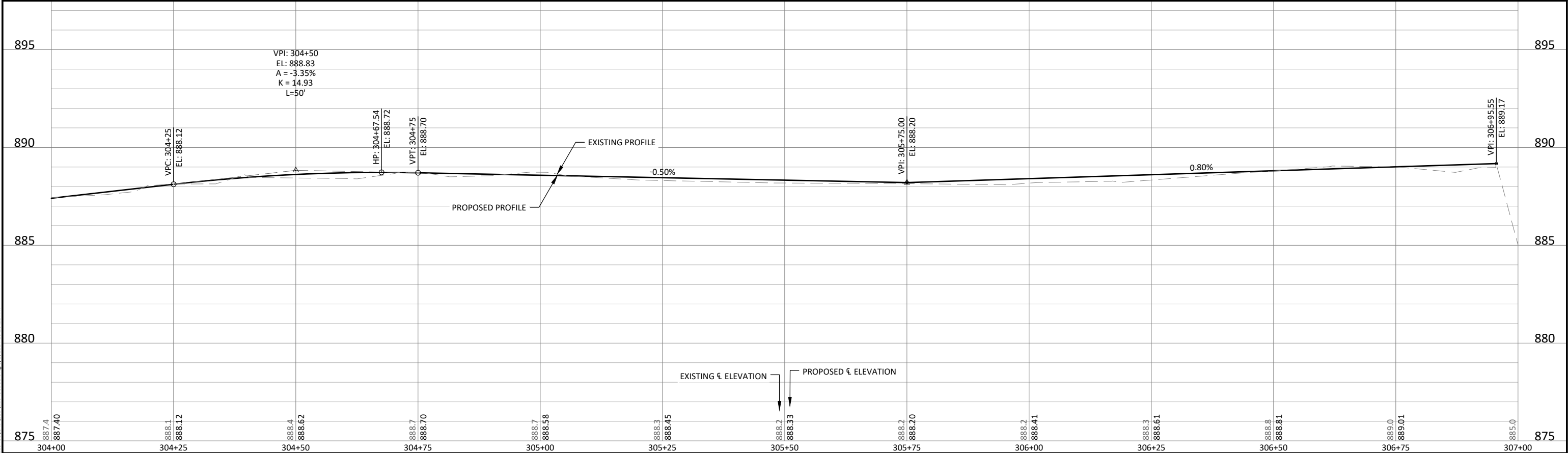
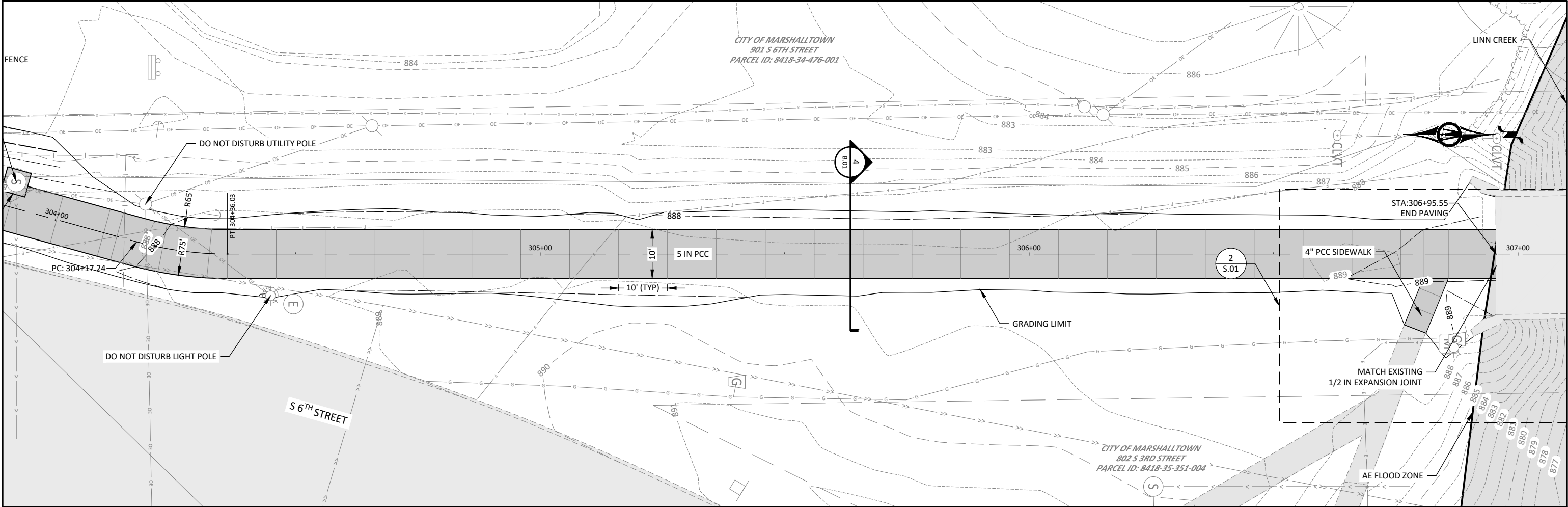
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PLAN & PROFILE

LINN CREEK CONNECTION

SHEET

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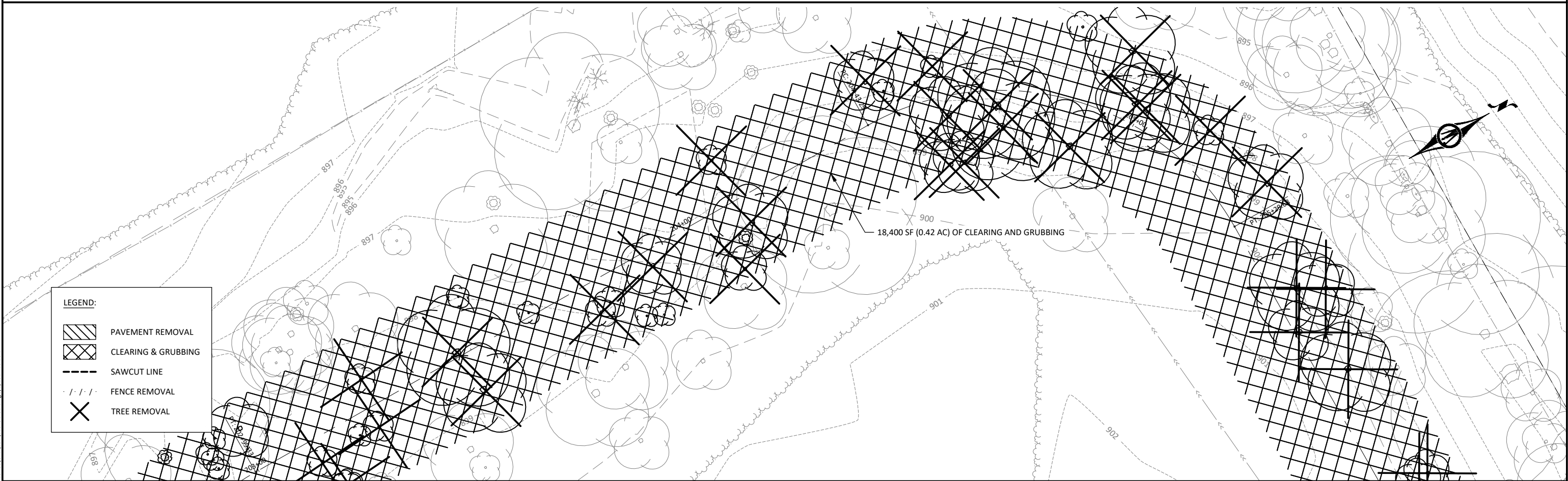
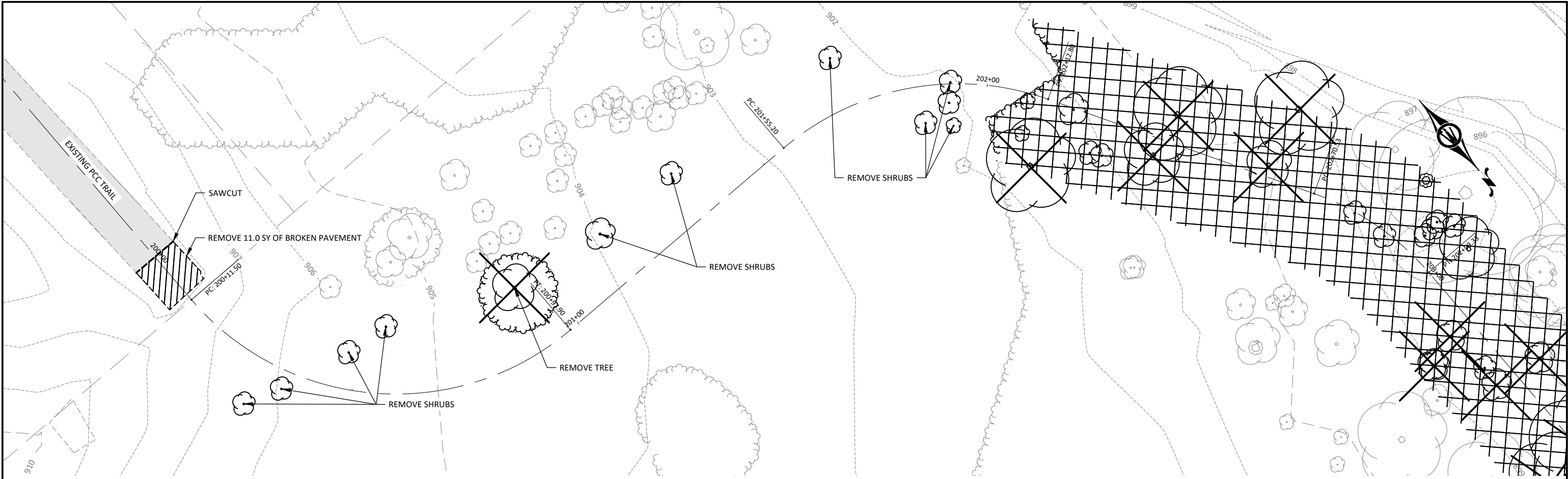


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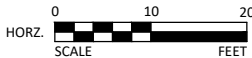
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6TH STREET TRAIL
PLAN & PROFILE
LINN CREEK CONNECTION

SHEET
D.06



LEGEND:

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



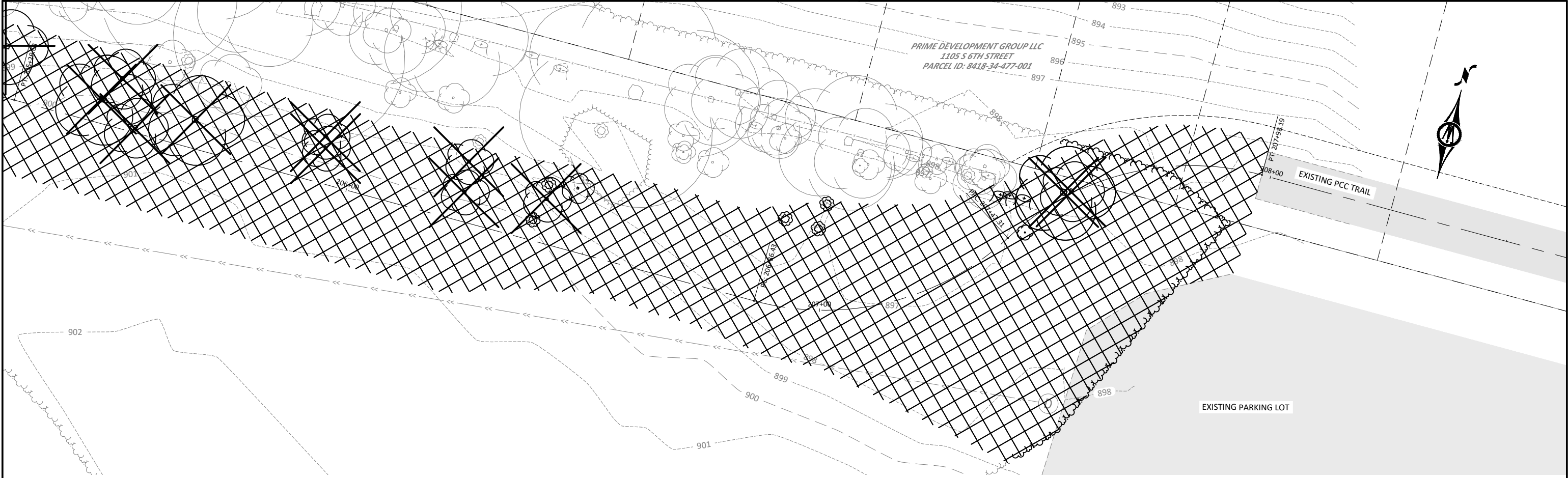
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CITY OF MARSHALLTOWN, IOWA
6TH STREET TRAIL
REMOVALS
W SOUTH STREET CONNECTION

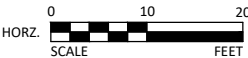
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LEGEND:

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

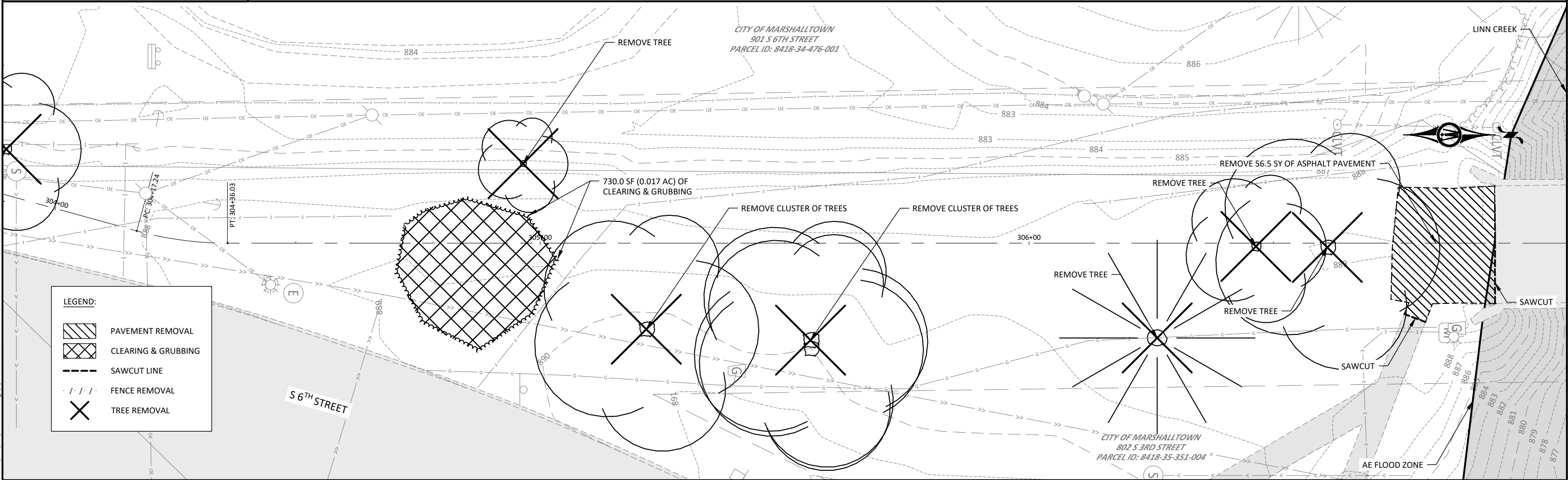
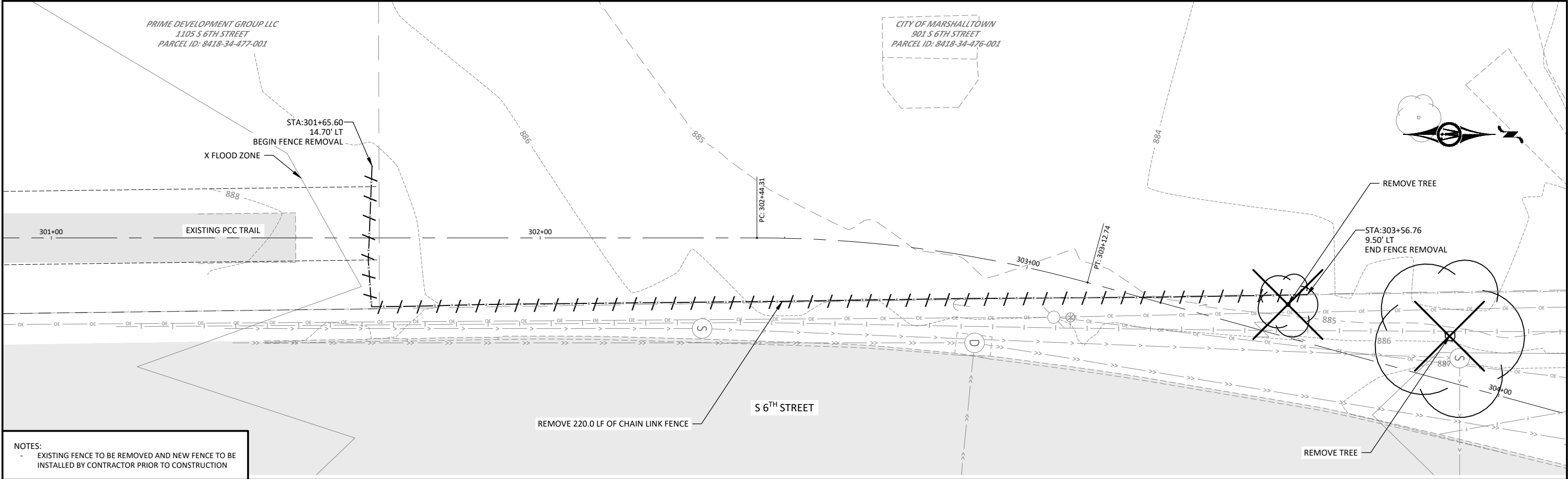


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CITY OF MARSHALLTOWN, IOWA
6TH STREET TRAIL
REMOVALS
W SOUTH STREET CONNECTION

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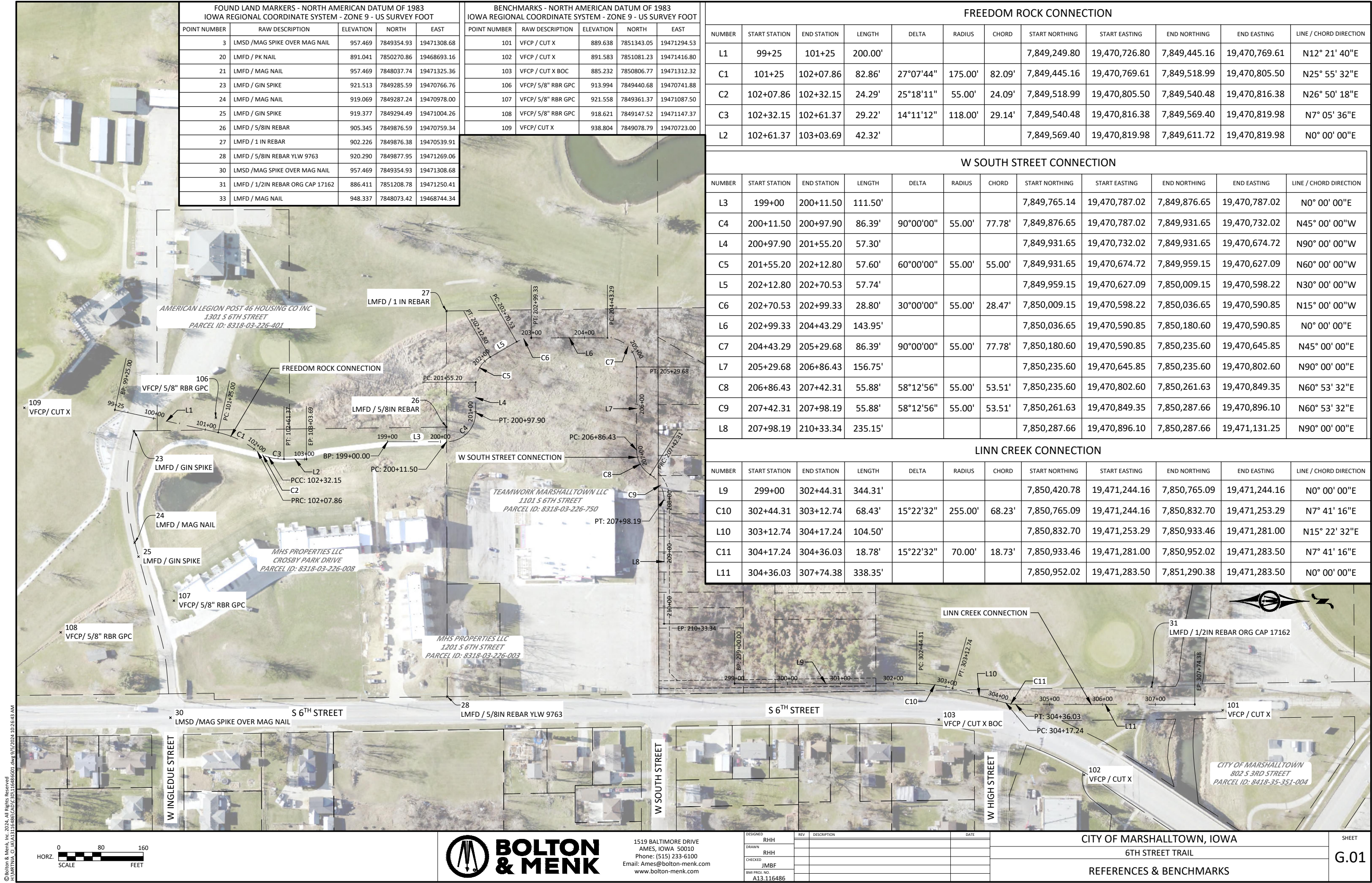


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CITY OF MARSHALLTOWN, IOWA
6TH STREET TRAIL
REMOVALS
LINN CREEK CONNECTION

SHEET
F.03



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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6TH STREET TRAIL
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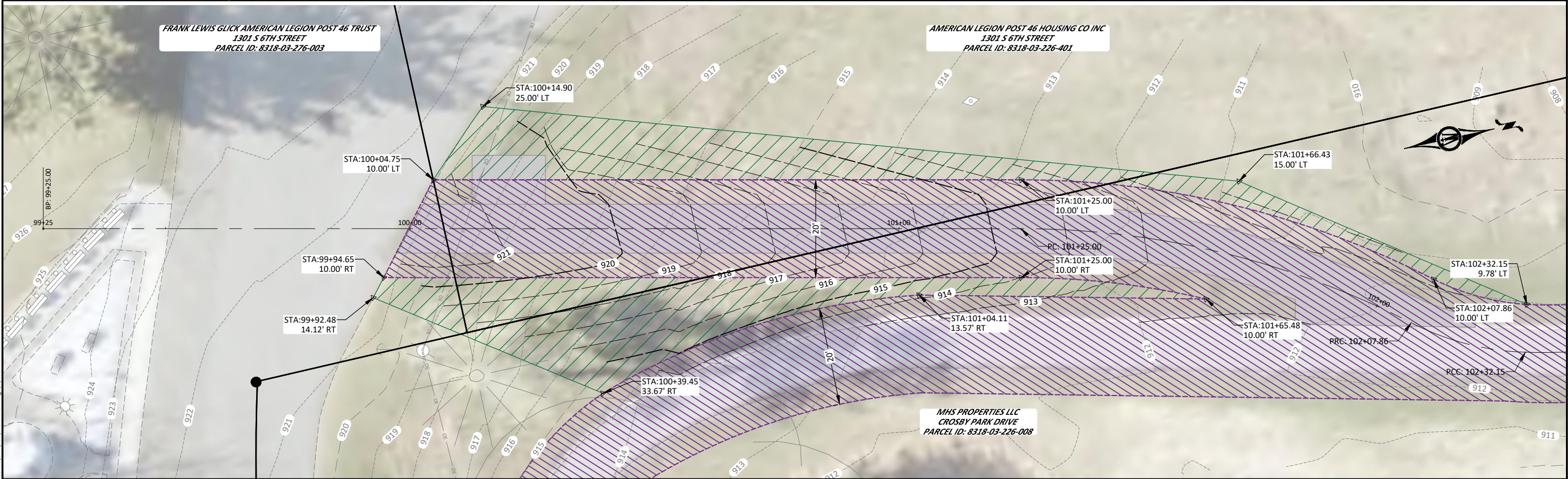
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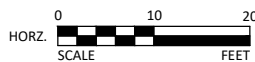
TEMPORARY CONSTRUCTION EASEMENT

PERMANENT EASEMENT

EXISTING PROPERTY BOUNDARY



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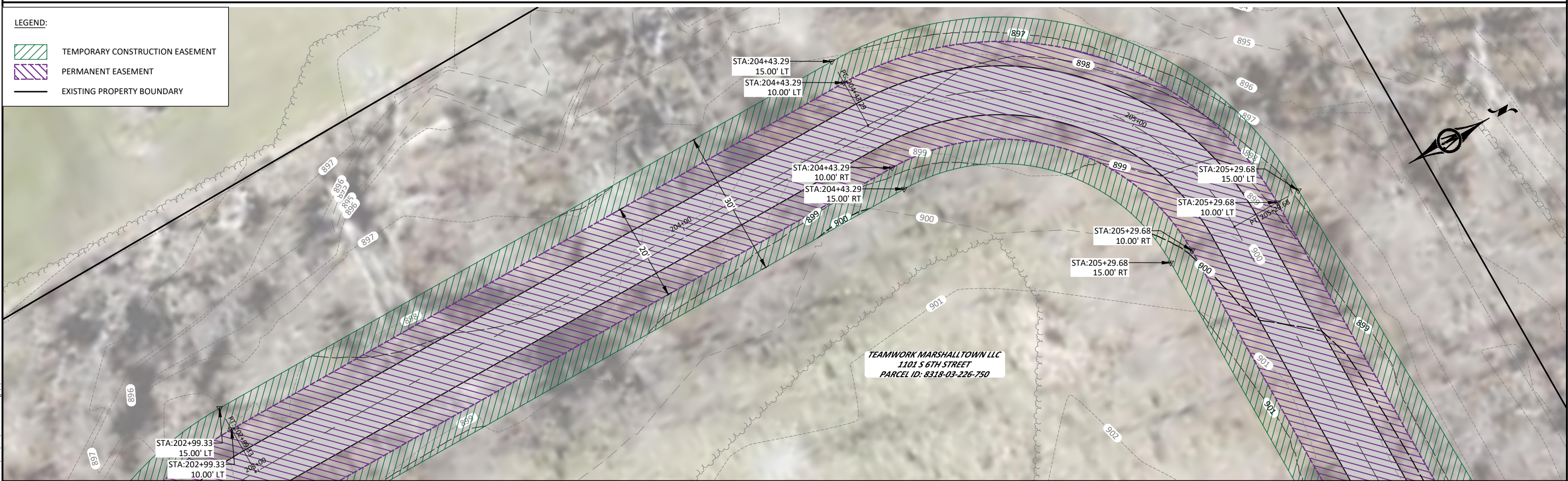
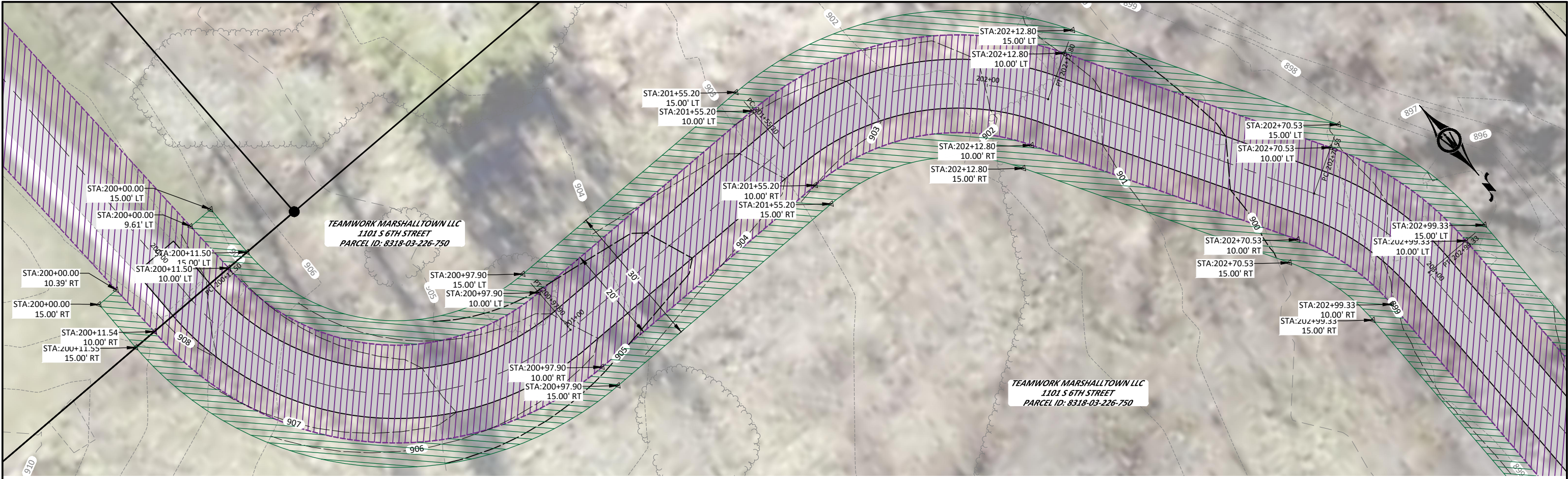


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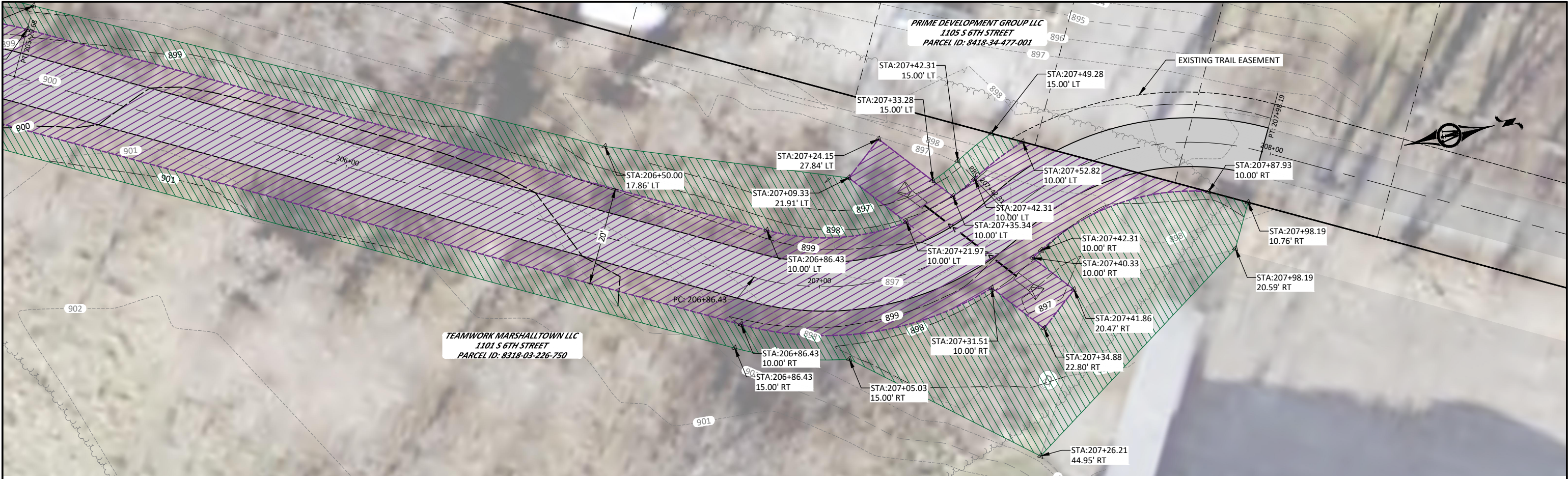
CITY OF MARSHALLTOWN, IOWA
6TH STREET TRAIL
EASEMENTS & RIGHT OF WAY
FREEDOM ROCK CONNECTION

SHEET
H.01



LEGEND:

- TEMPORARY CONSTRUCTION EASEMENT
- PERMANENT EASEMENT
- EXISTING PROPERTY BOUNDARY



LEGEND:

- TEMPORARY CONSTRUCTION EASEMENT
- PERMANENT EASEMENT
- EXISTING PROPERTY BOUNDARY

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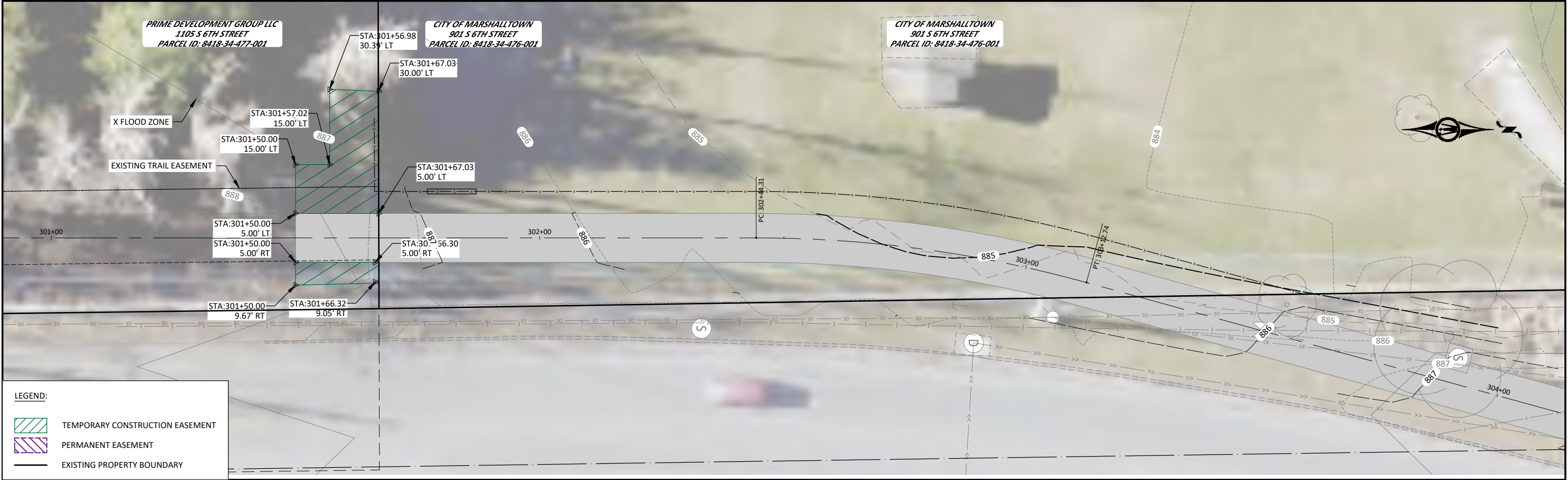


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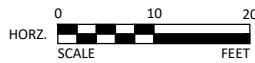
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EASEMENTS & RIGHT OF WAY
W SOUTH STREET CONNECTION

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H.03



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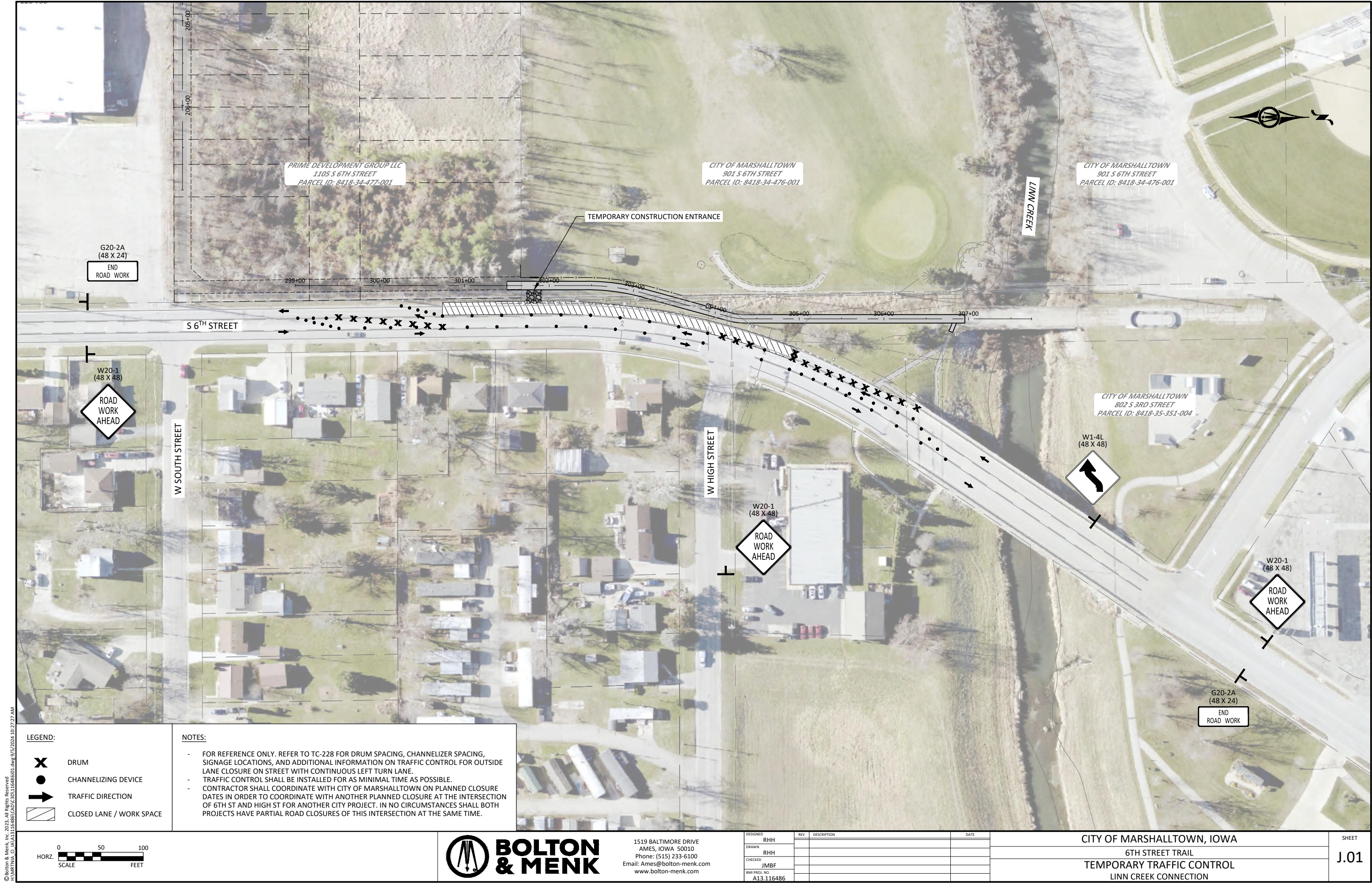


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6TH STREET TRAIL
EASEMENTS & RIGHT OF WAY
LINN CREEK CONNECTION

SHEET
H.04

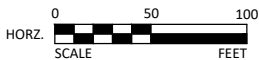


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- LEGEND:**
- DRUM
 - CHANNELIZING DEVICE
 - TRAFFIC DIRECTION
 - CLOSED LANE / WORK SPACE

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.

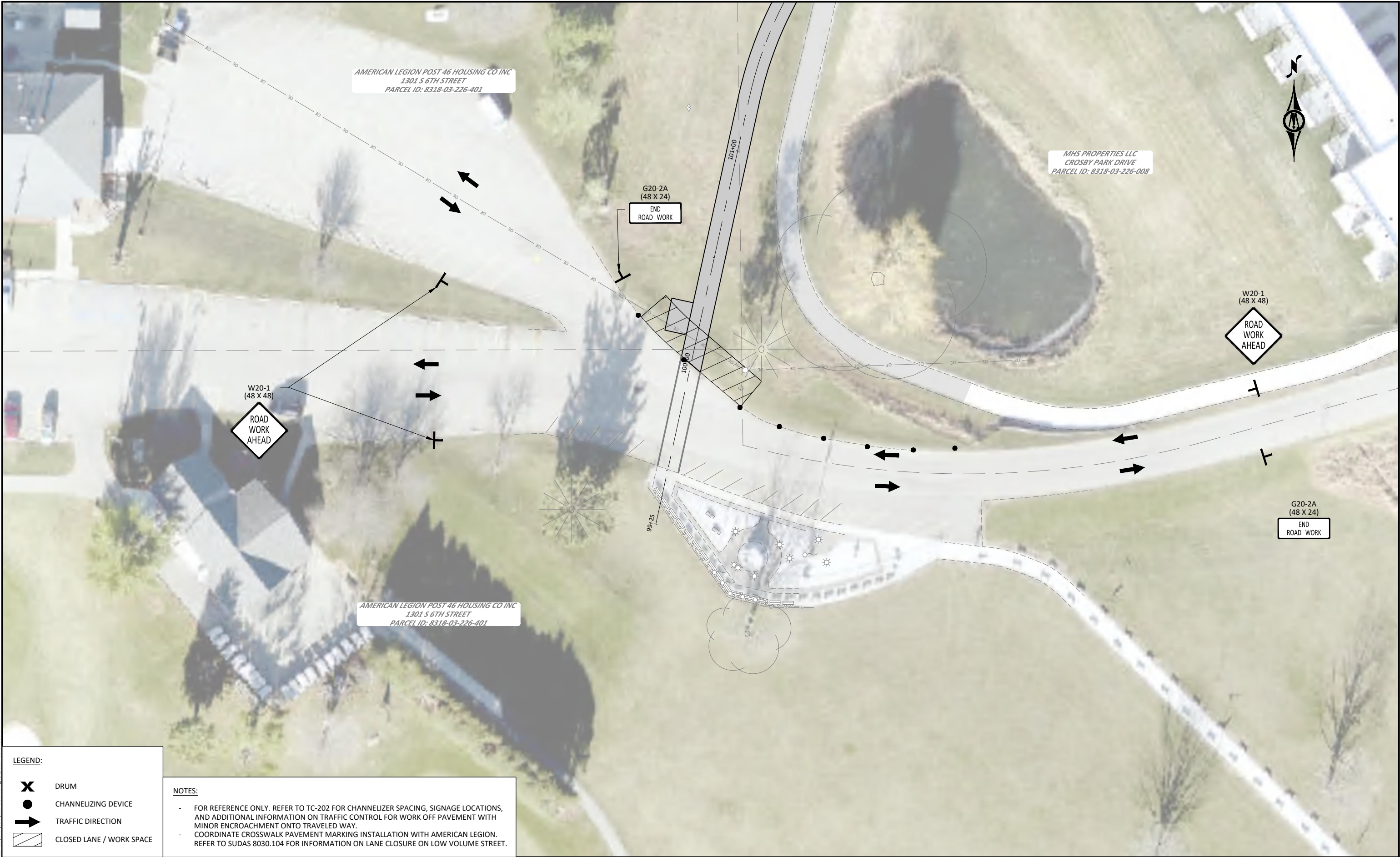


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6TH STREET TRAIL
TEMPORARY TRAFFIC CONTROL
LINN CREEK CONNECTION

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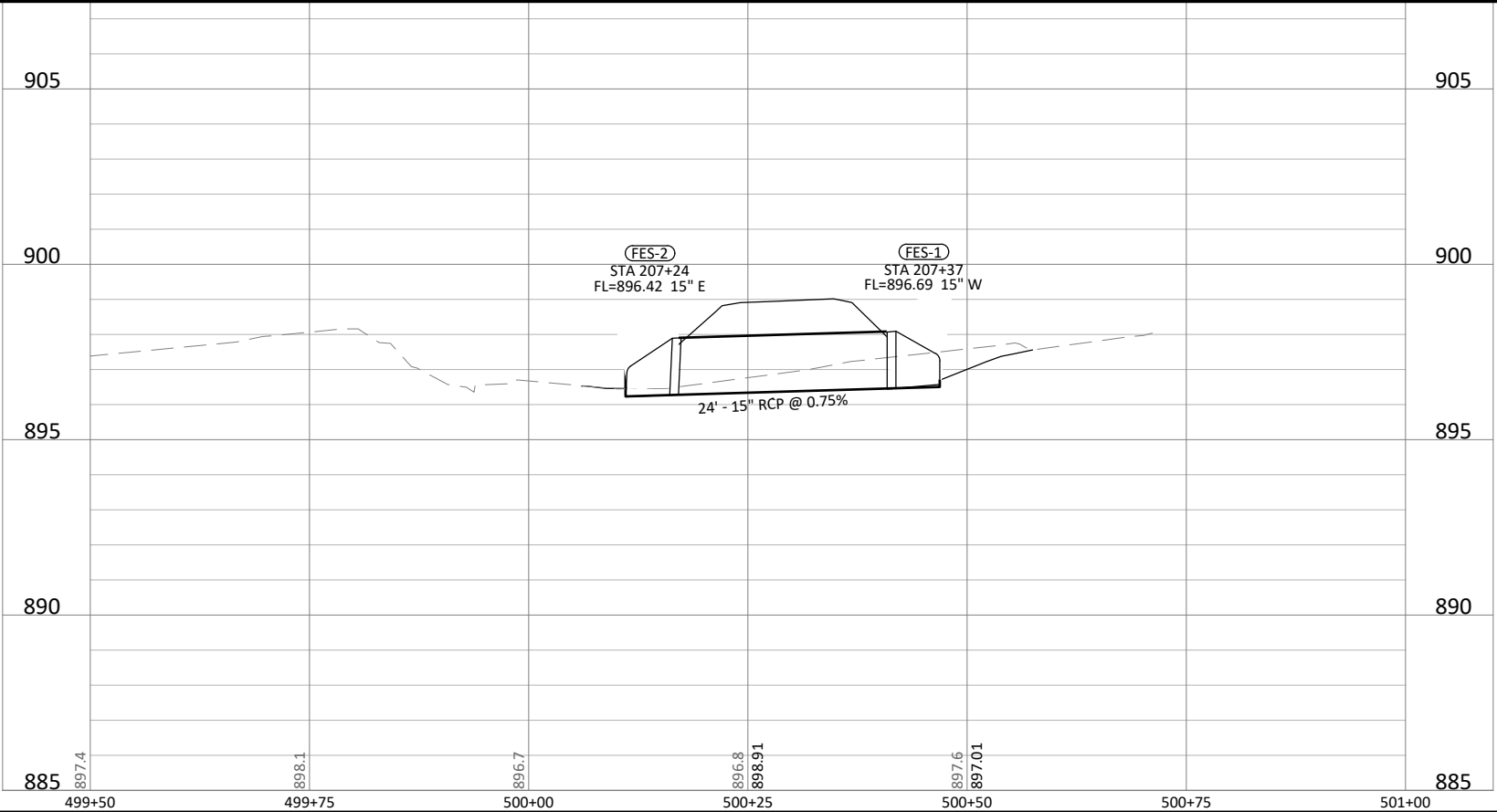
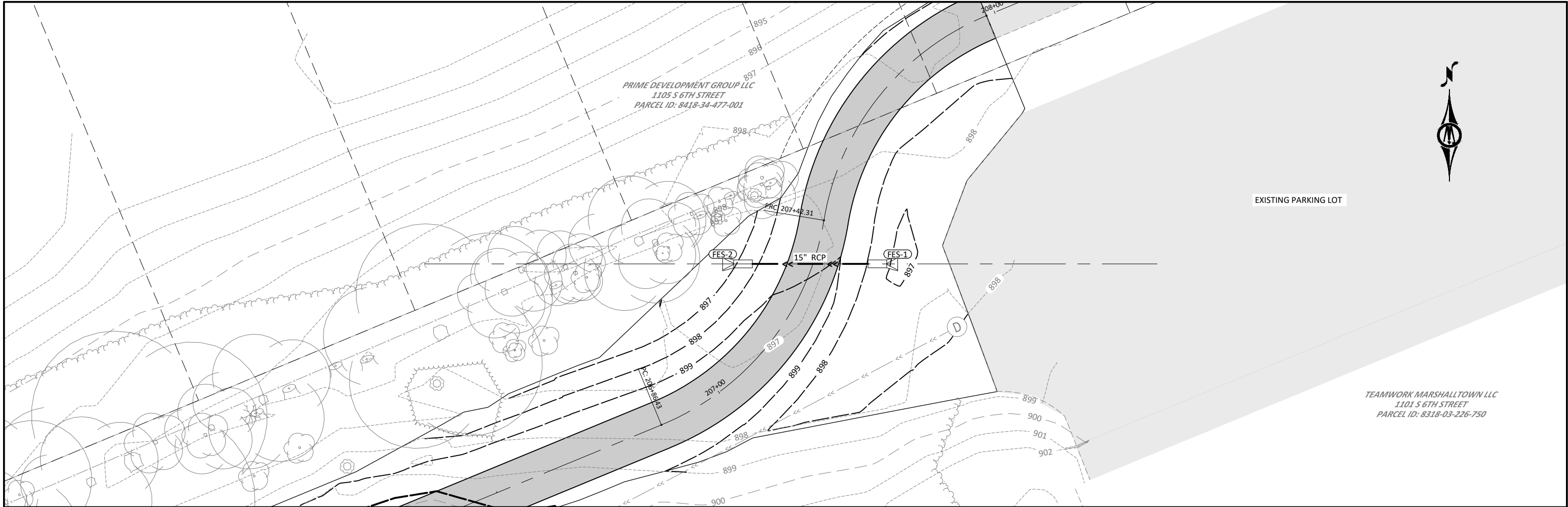
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	DRUM
	CHANNELIZING DEVICE
	TRAFFIC DIRECTION
	CLOSED LANE / WORK SPACE

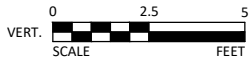
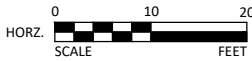
NOTES:

- 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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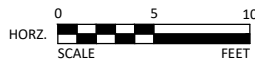
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6TH STREET TRAIL
PLAN & PROFILE
W SOUTH STREET CONNECTION CULVERT

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

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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

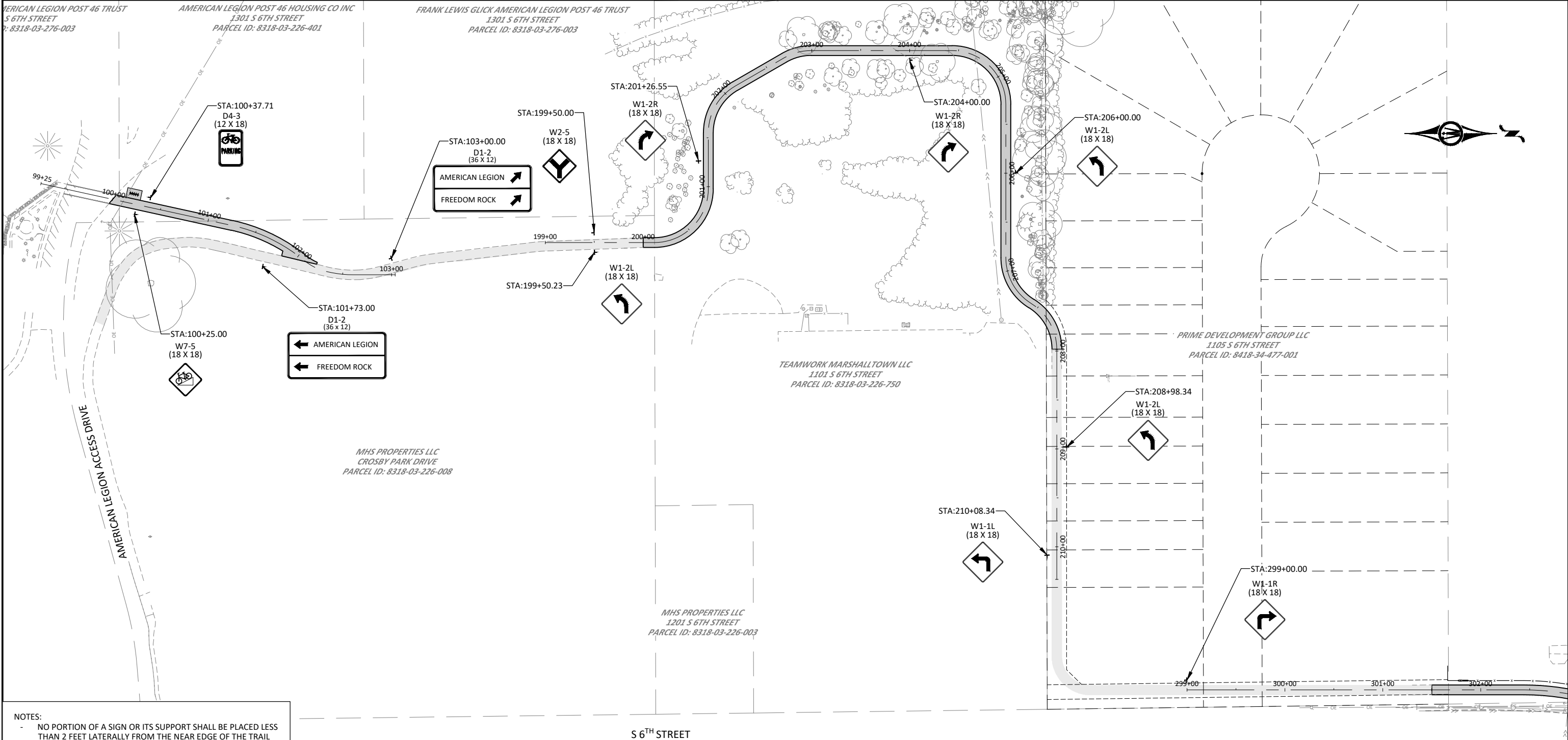
STA:99+97.29
END CLW6

STA:99+50.03
START CLW6

5 IN PCC SIDEWALK PAD WITH BICYCLE RACK

DO NOT DISTURB TREE

EXISTING PCC TRAIL



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

HORZ. SCALE FEET

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CITY OF MARSHALLTOWN, IOWA

6TH STREET TRAIL

PAVEMENT MARKINGS & SIGNAGE

SITE SIGNAGE

SHEET

N.02

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LEGEND:



URBAN SEEDING



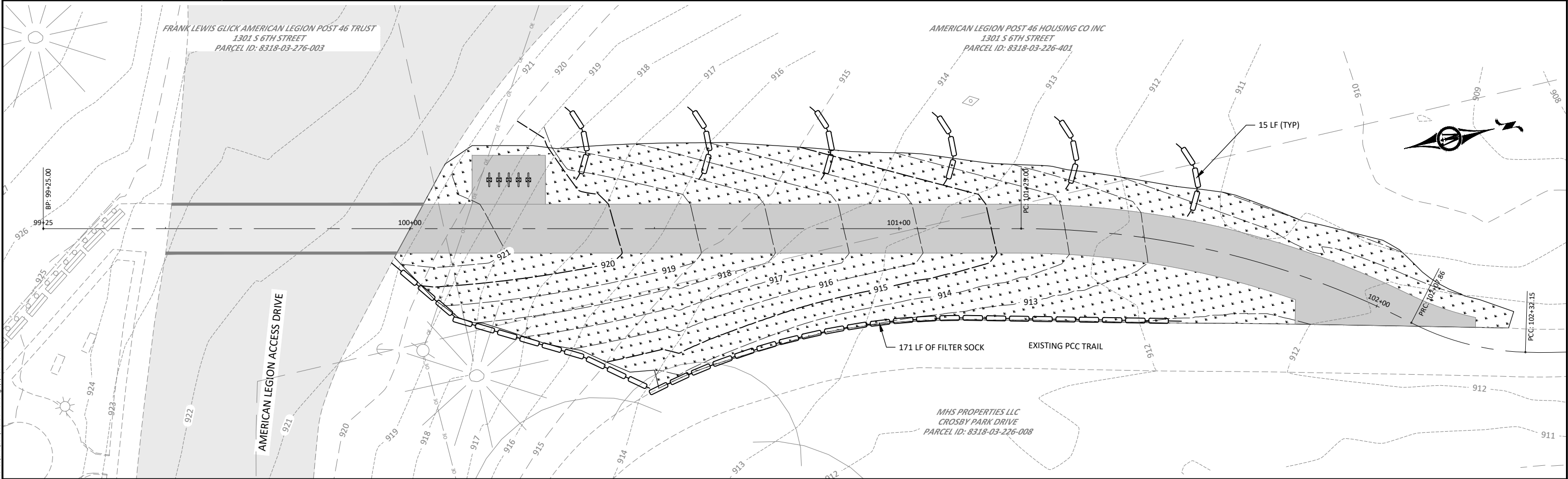
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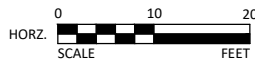
FILTER SOCK / DITCH CHECK, 9 IN



RIP RAP



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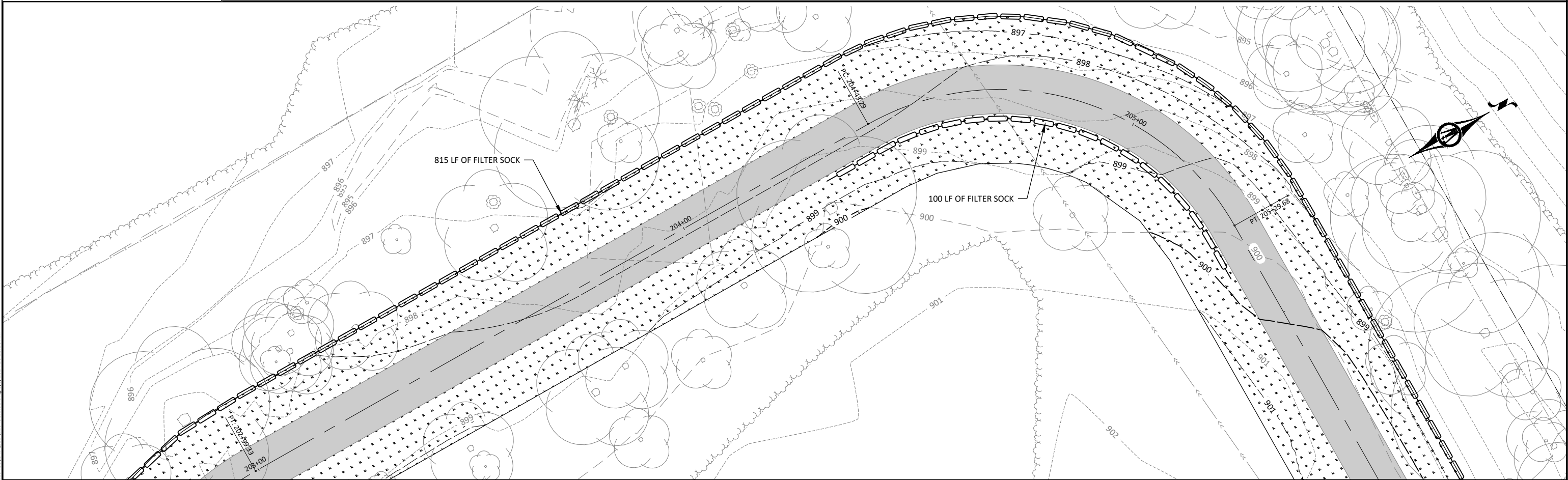
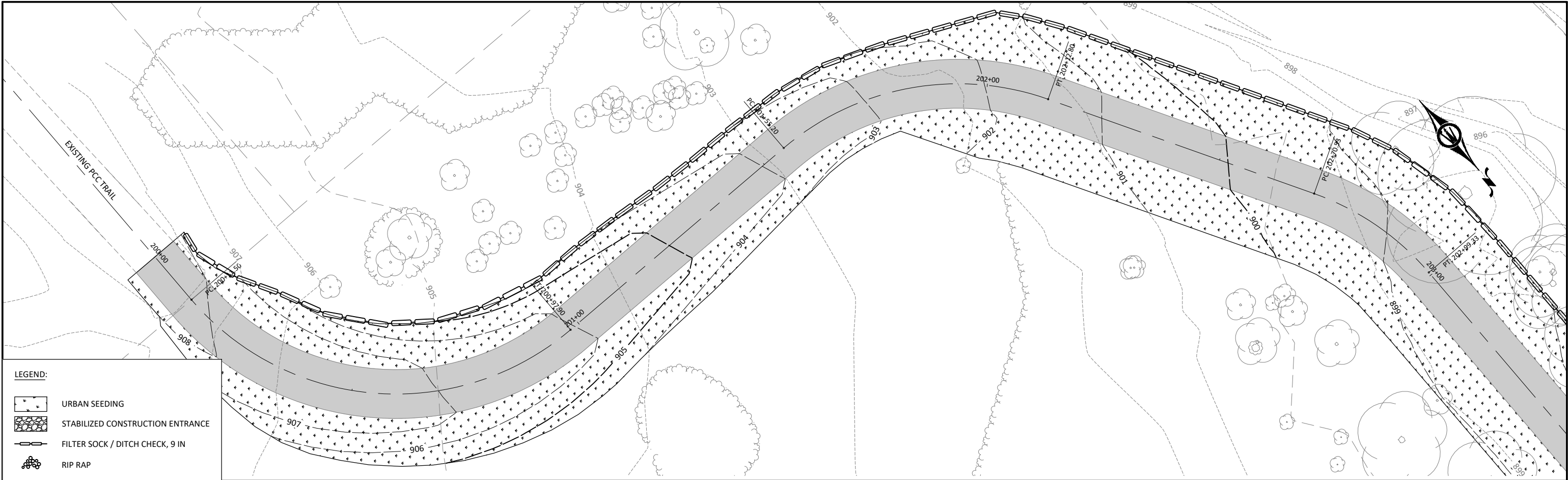


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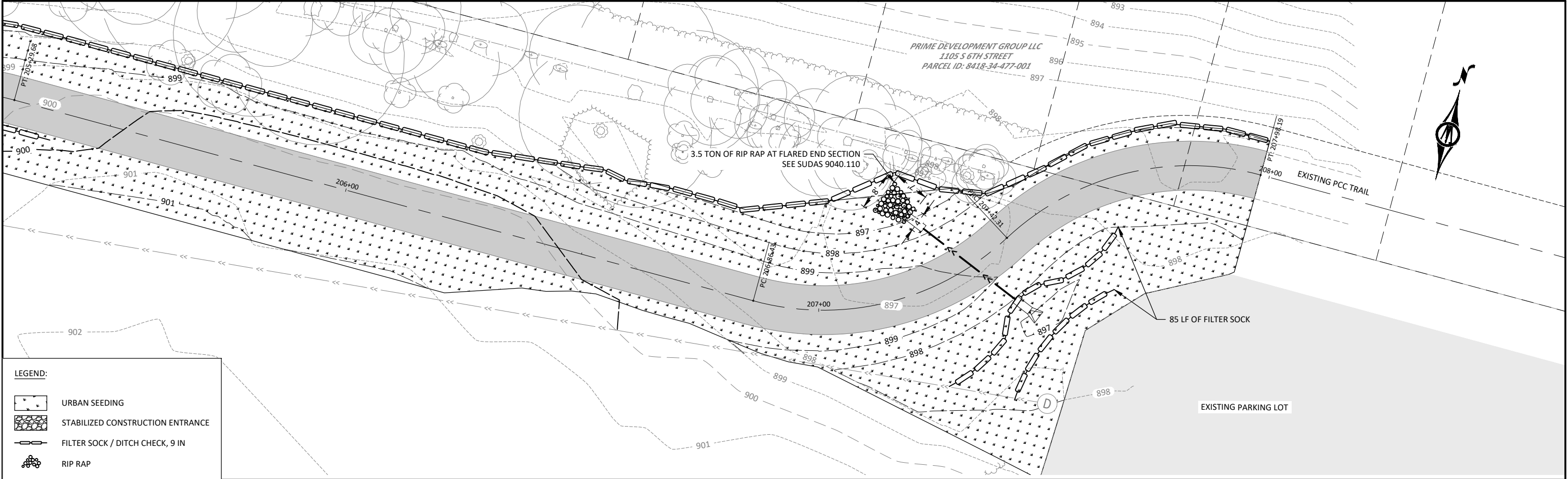
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CITY OF MARSHALLTOWN, IOWA
6TH STREET TRAIL
EROSION CONTROL
FREEDOM ROCK CONNECTION

SHEET
RR.01



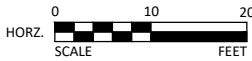
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LEGEND:

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

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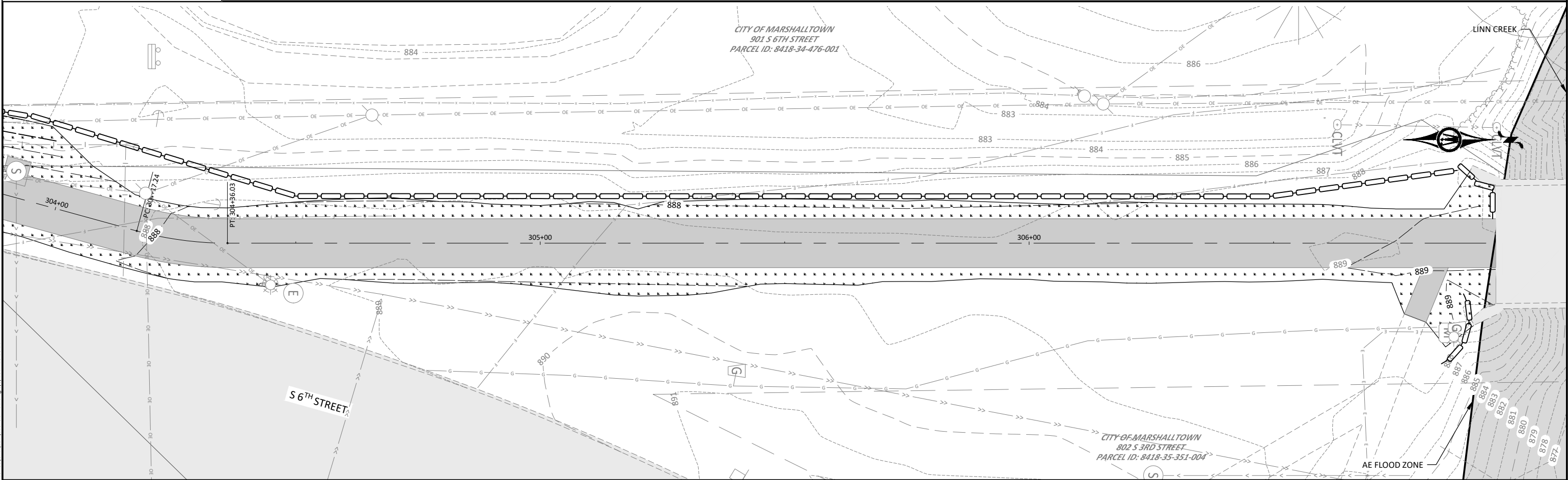
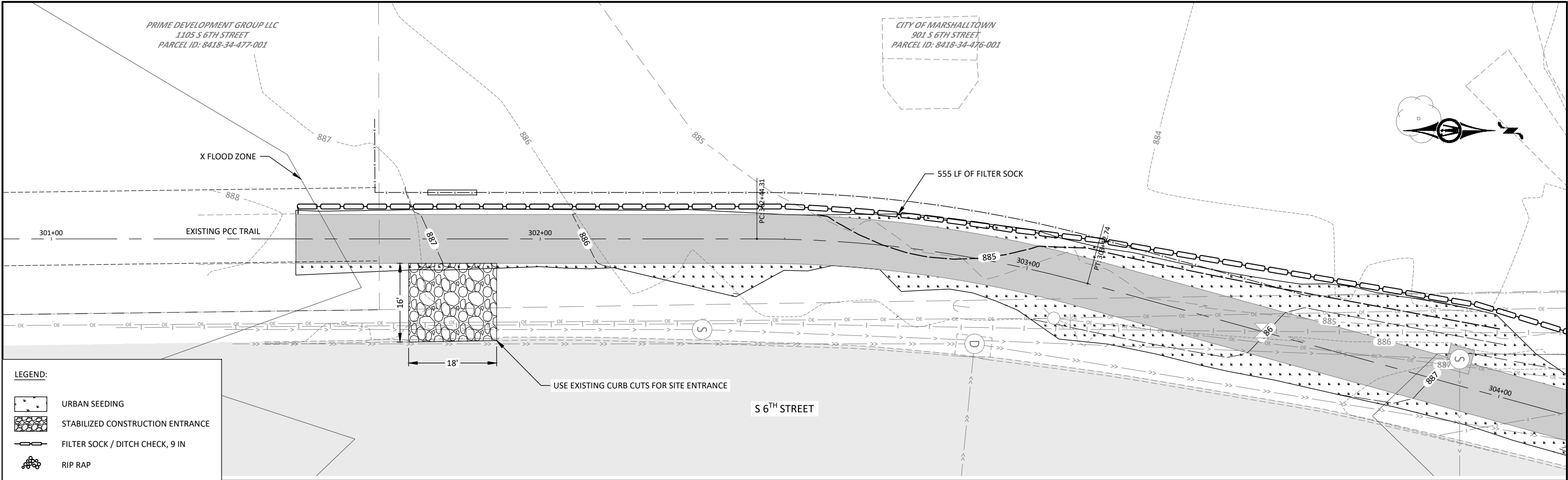


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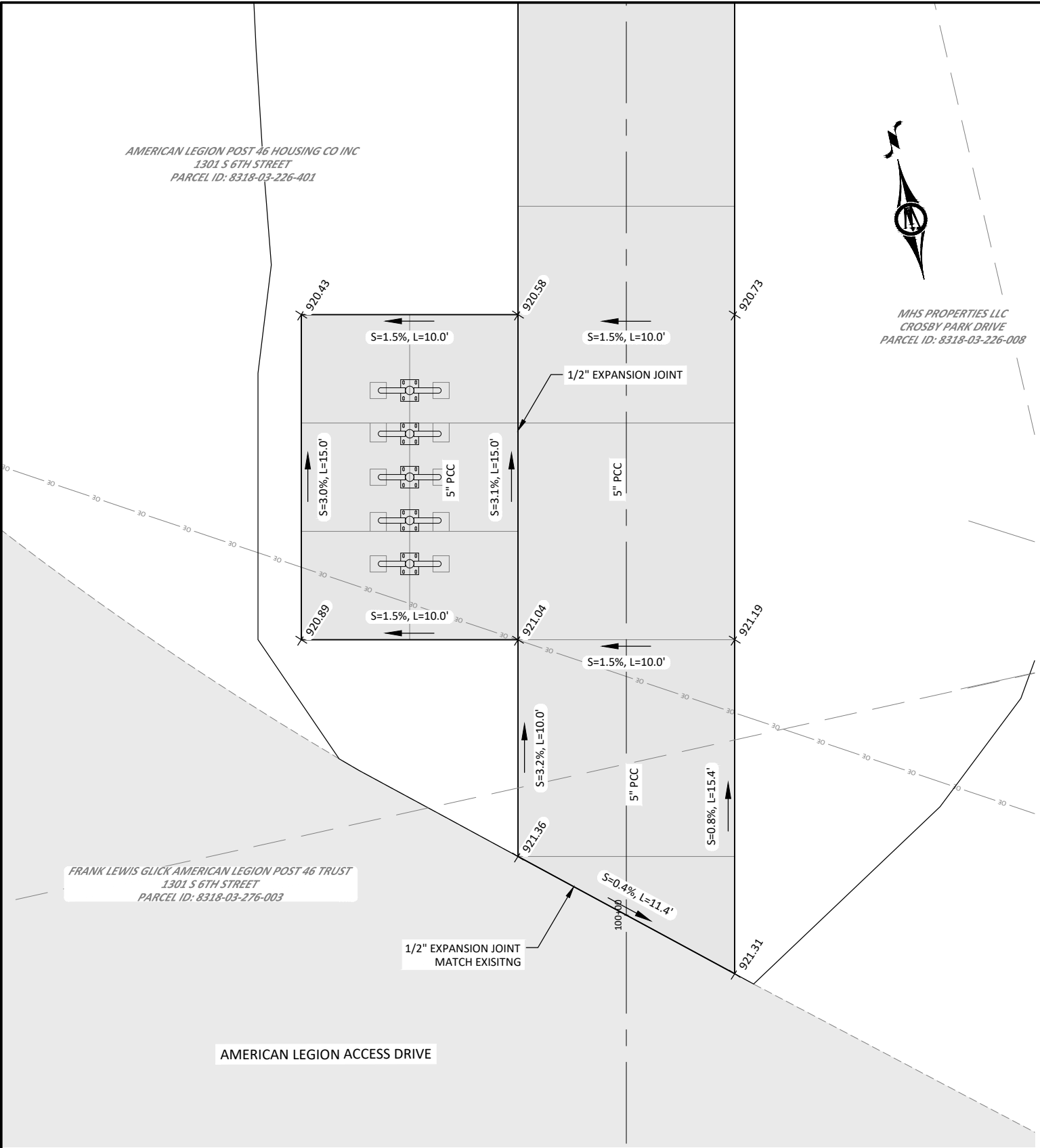
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CITY OF MARSHALLTOWN, IOWA
6TH STREET TRAIL
EROSION CONTROL
W SOUTH STREET CONNECTION

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RR.03

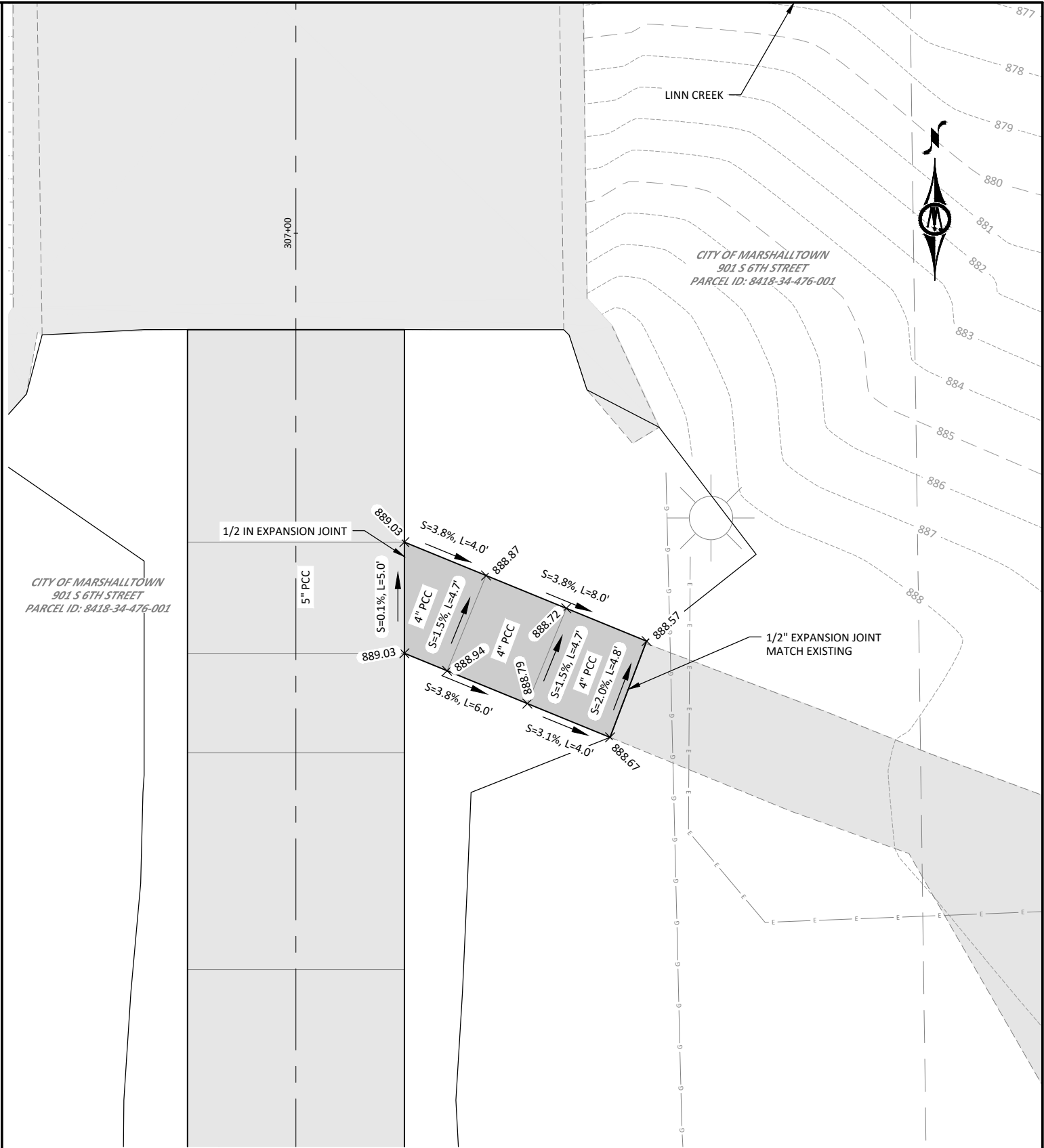


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1
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FREEDOM ROCK CONNECTION



2
S.01

LINN CREEK CONNECTION



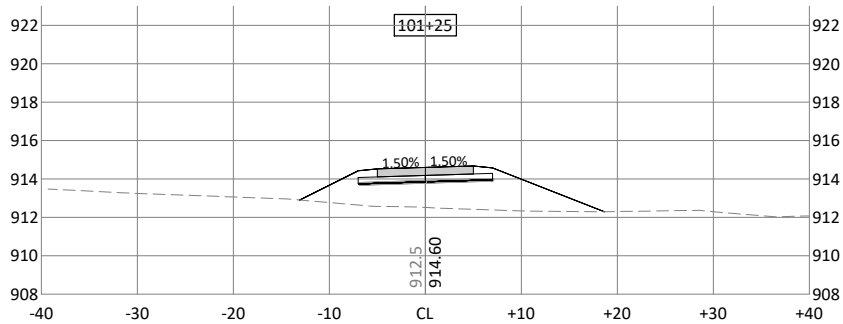
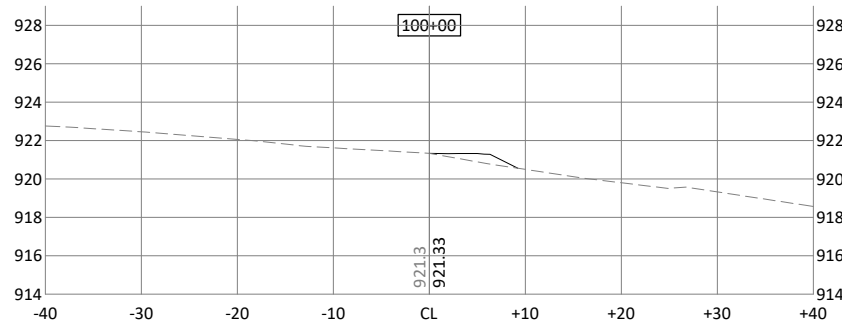
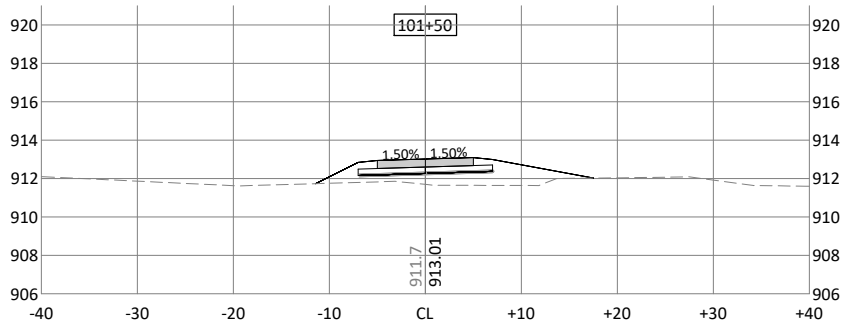
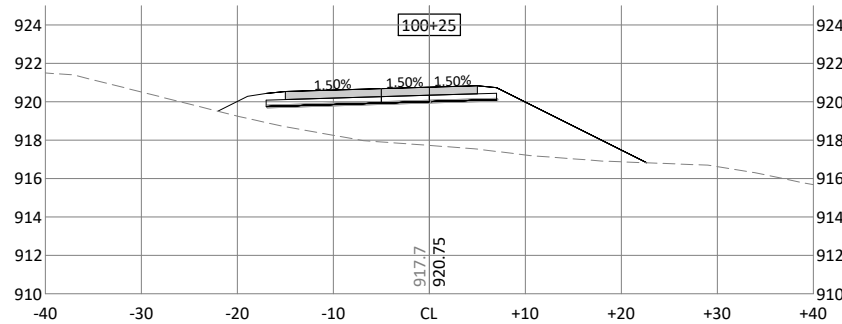
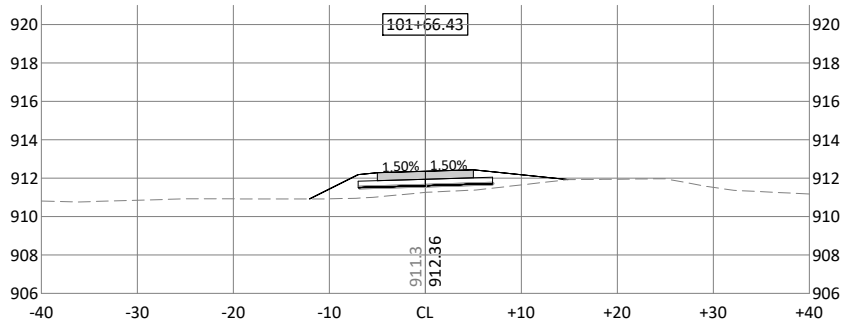
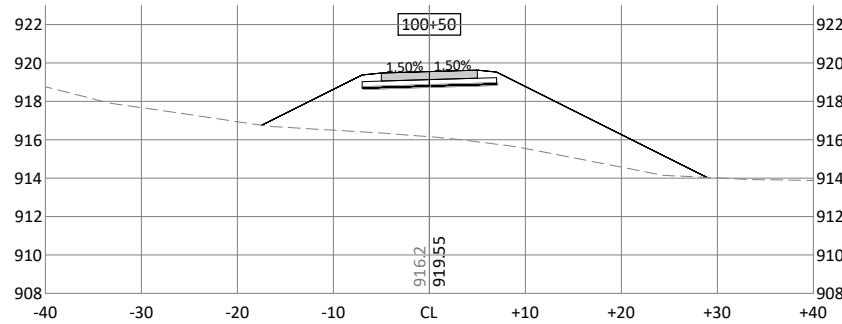
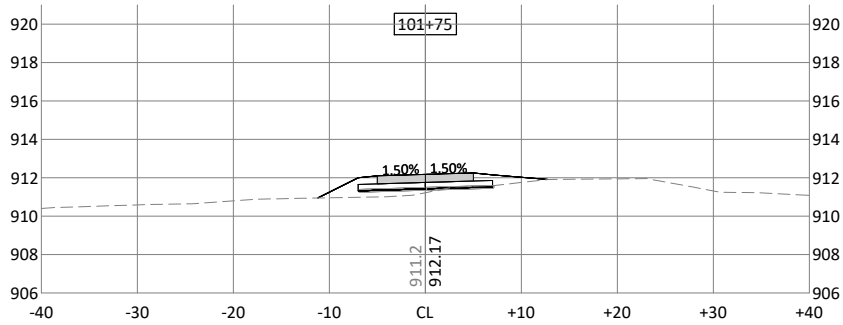
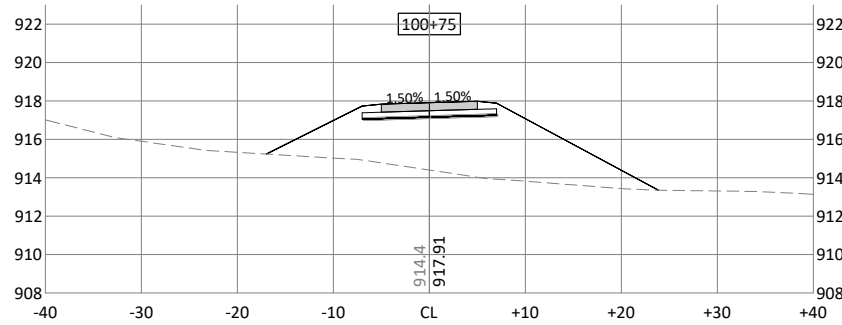
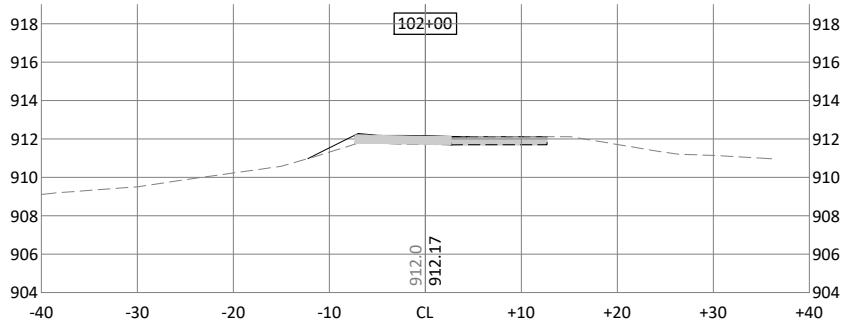
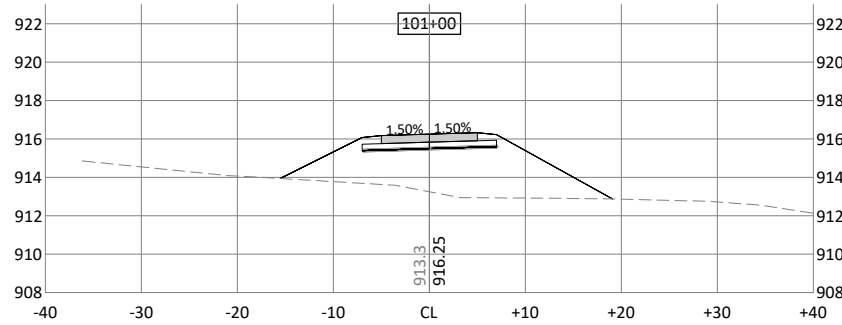
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CITY OF MARSHALLTOWN, IOWA
6TH STREET TRAIL
SIDEWALKS
TRAIL CONNECTIONS

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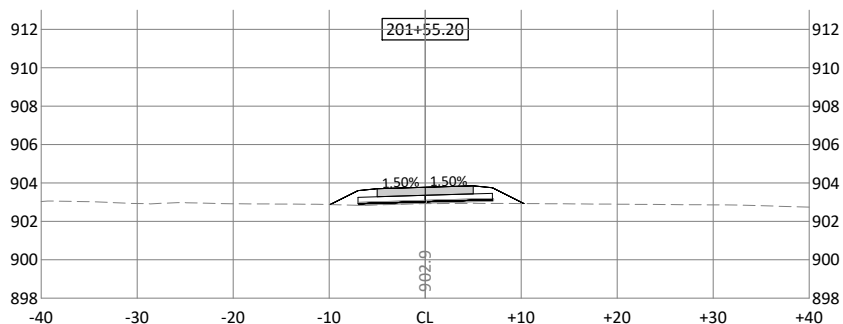
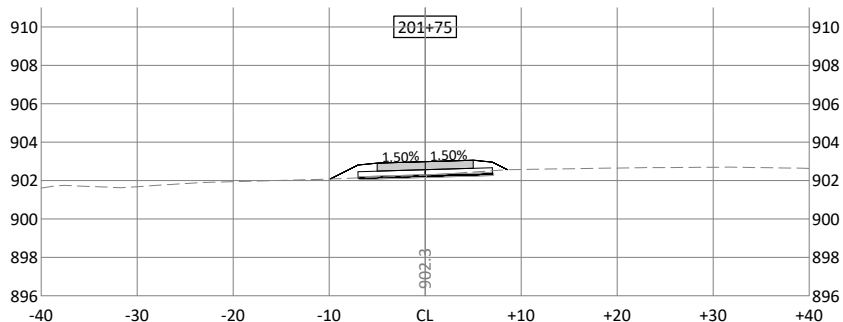
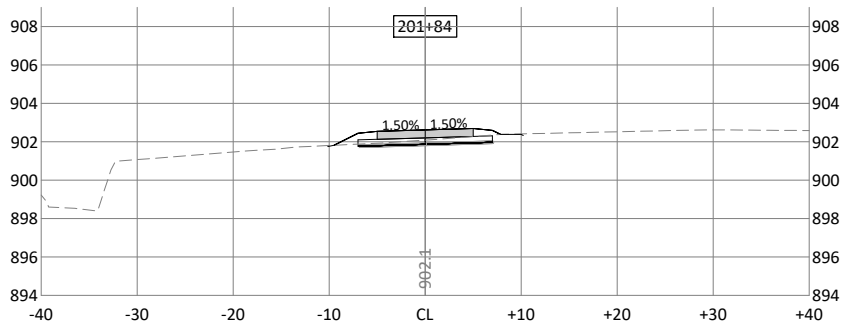
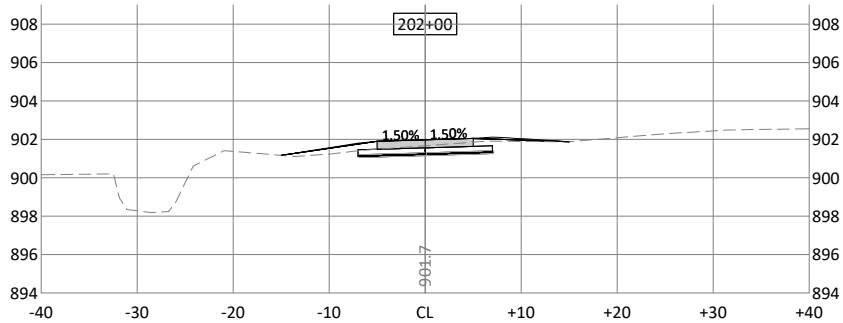
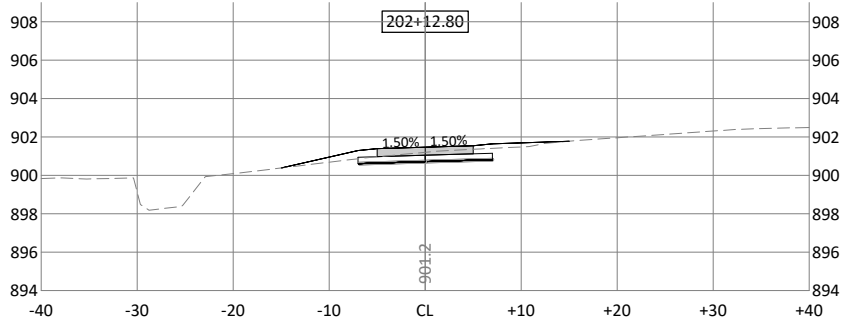
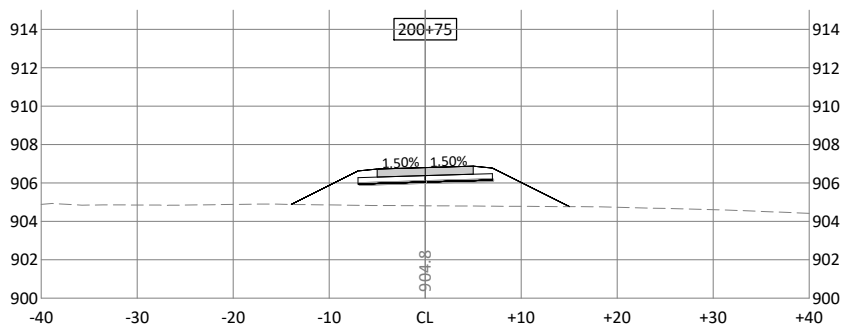
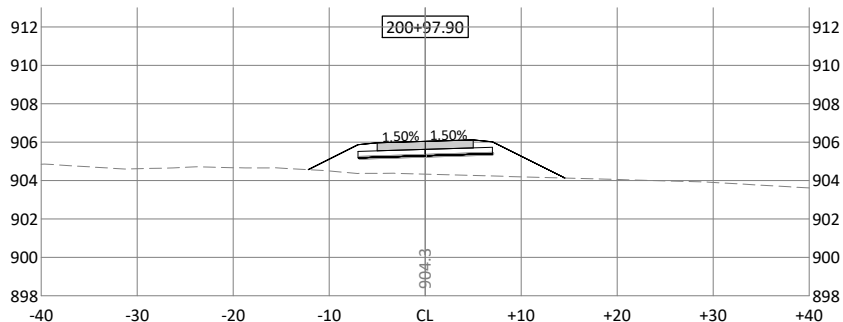
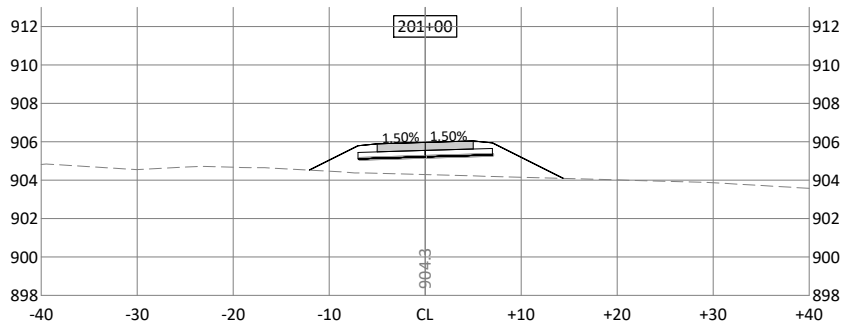
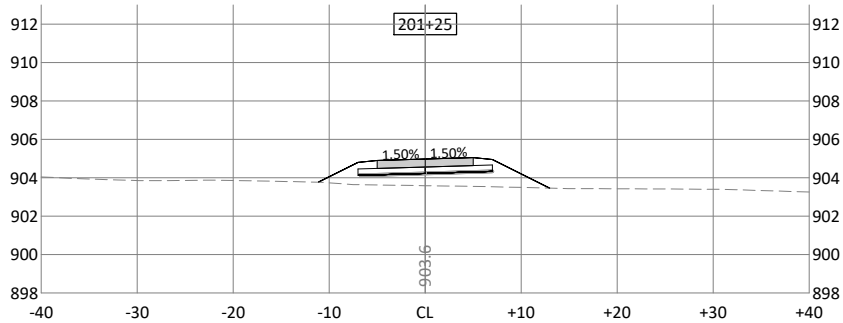
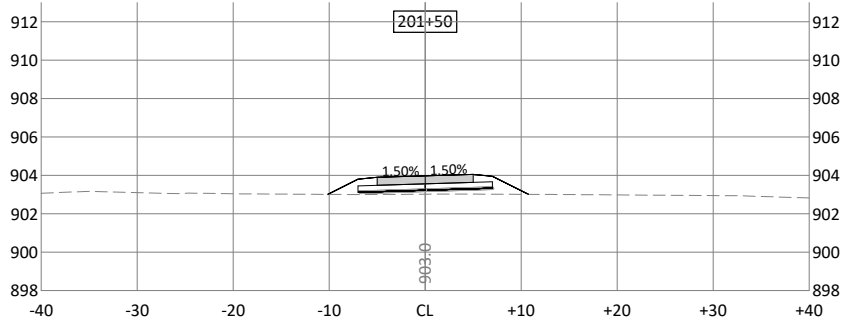
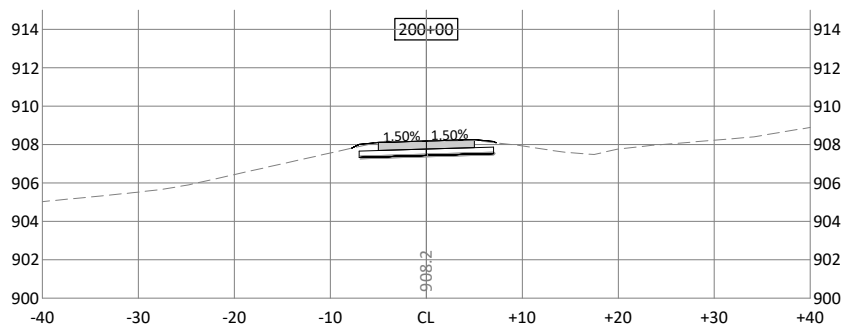
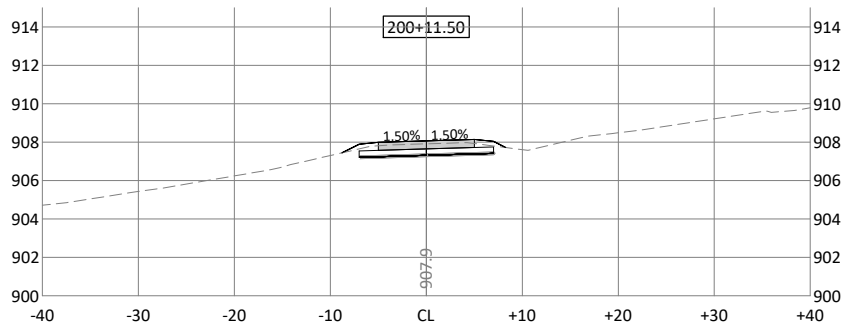
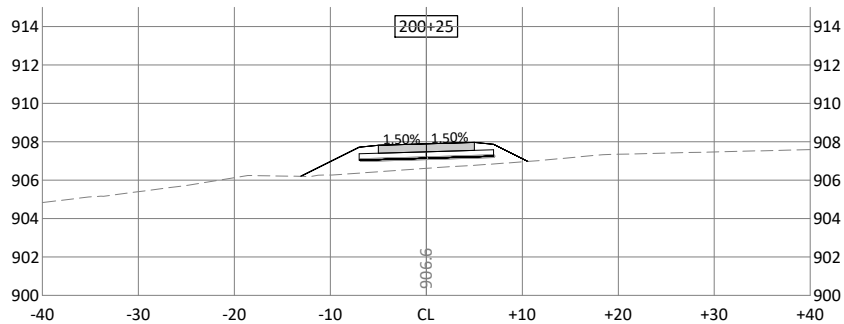
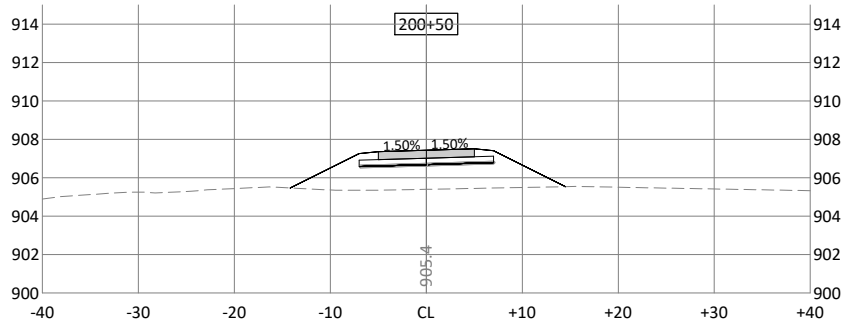
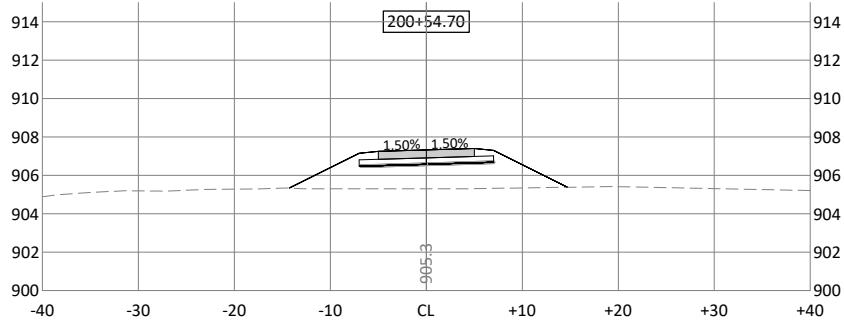
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CITY OF MARSHALLTOWN, IOWA
6TH STREET TRAIL
CROSS SECTIONS
FREEDOM ROCK CONNECTION

SHEET

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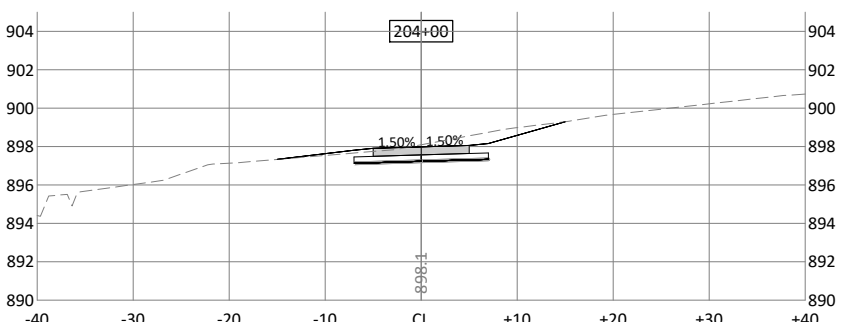
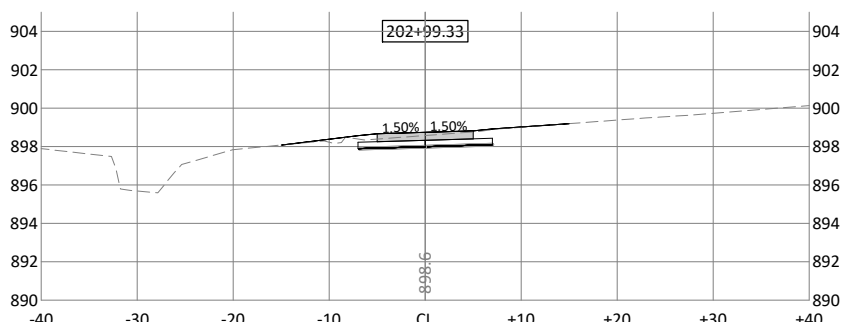
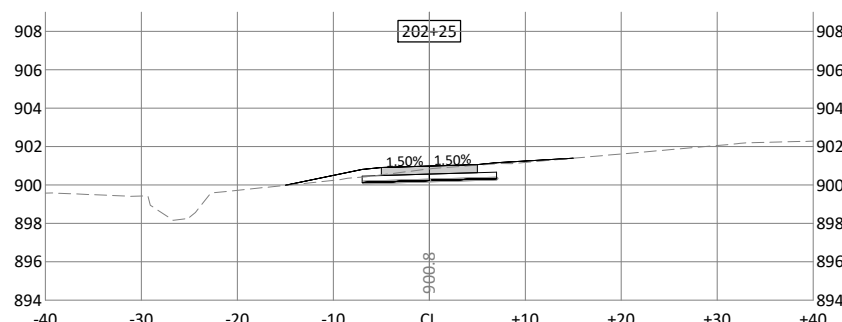
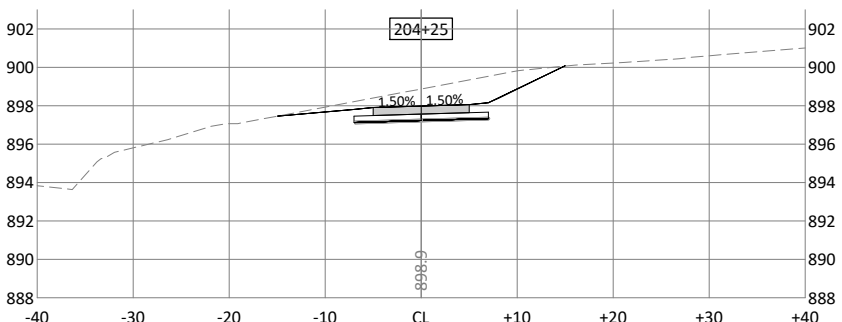
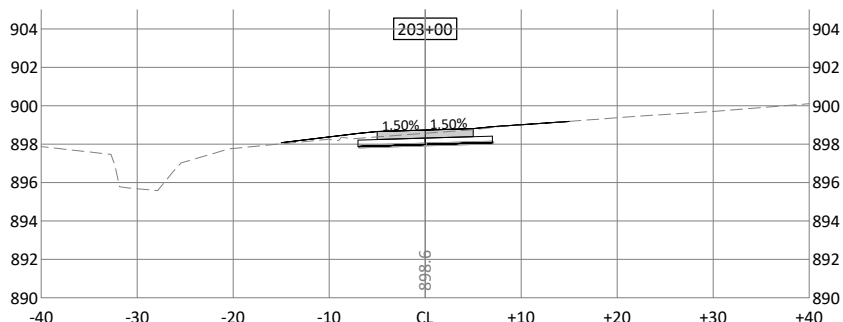
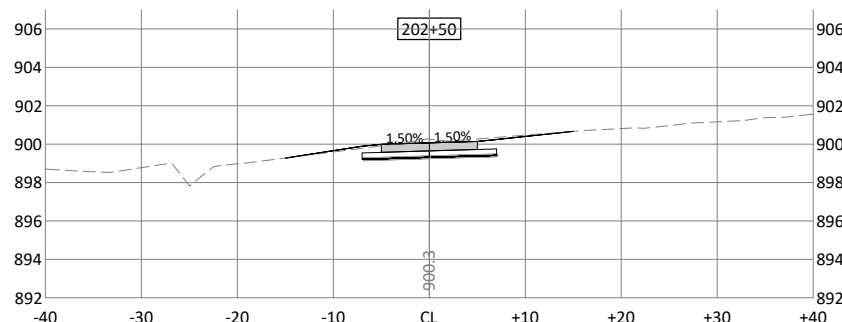
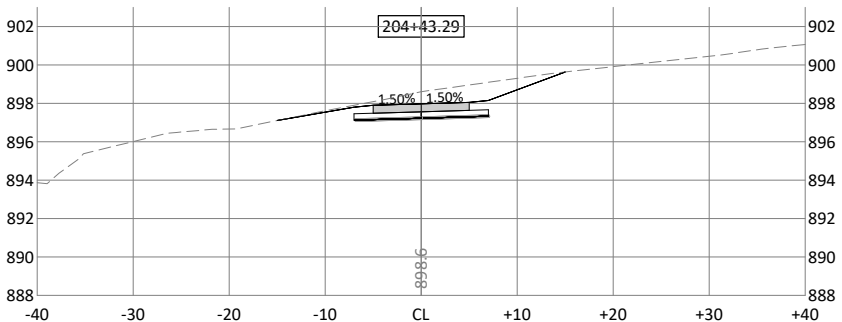
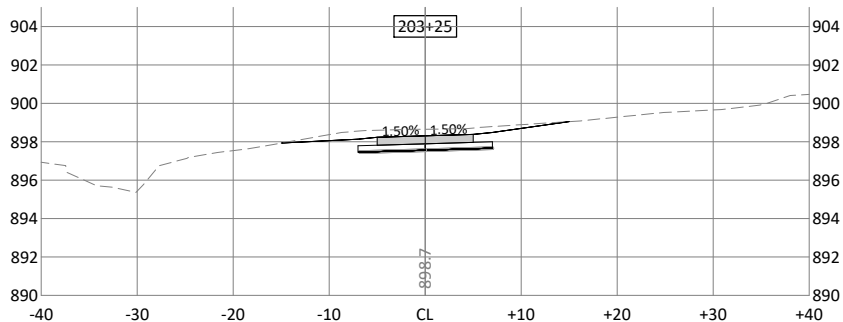
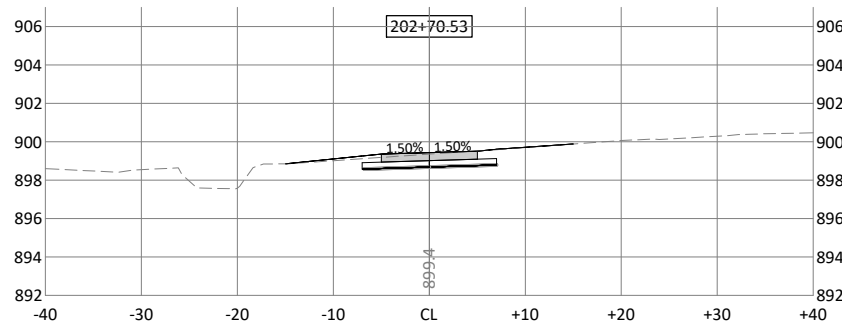
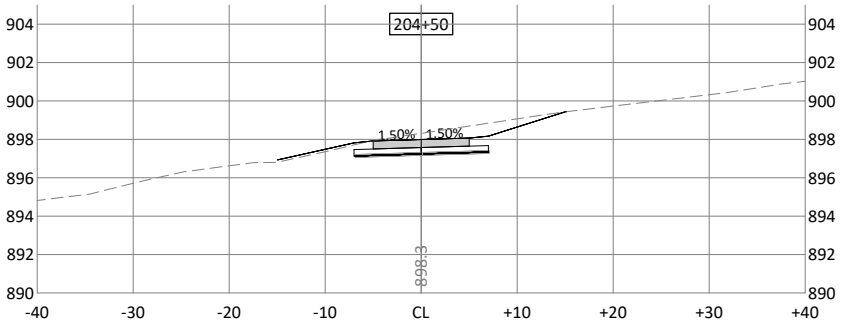
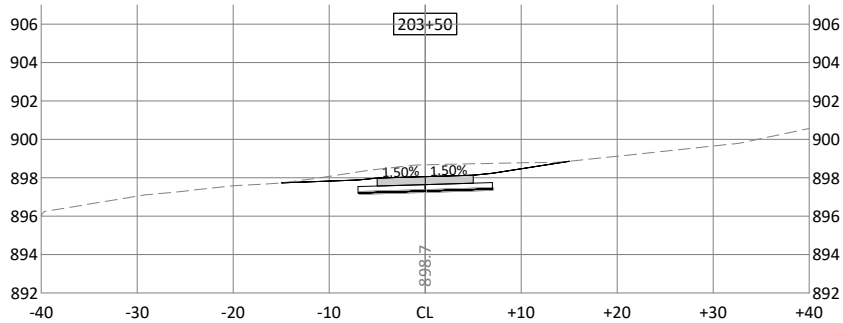
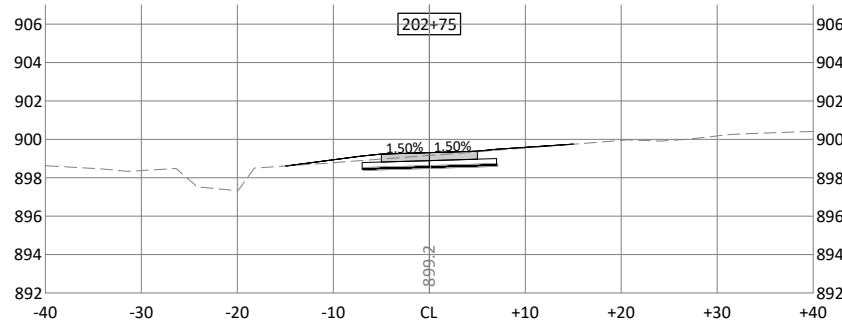
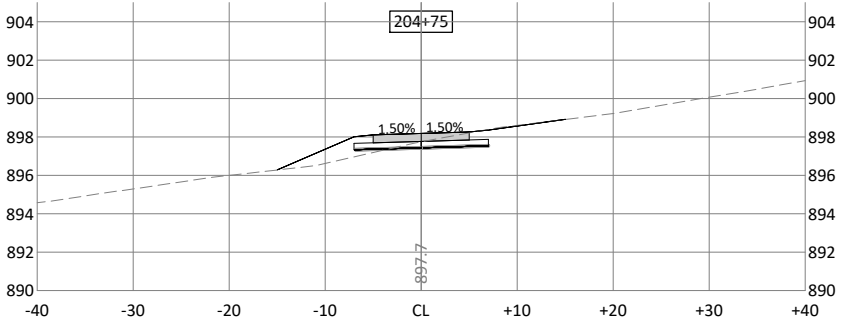
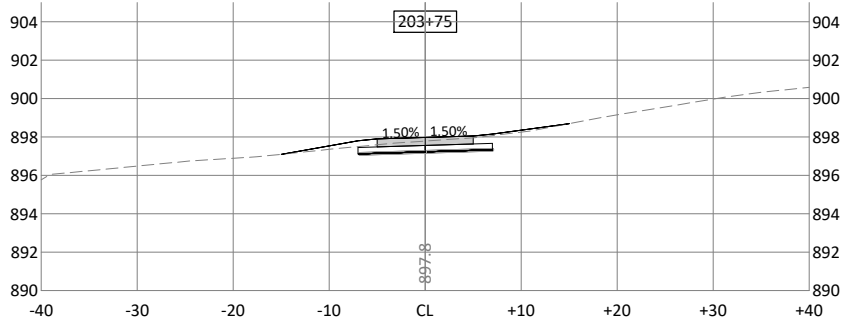
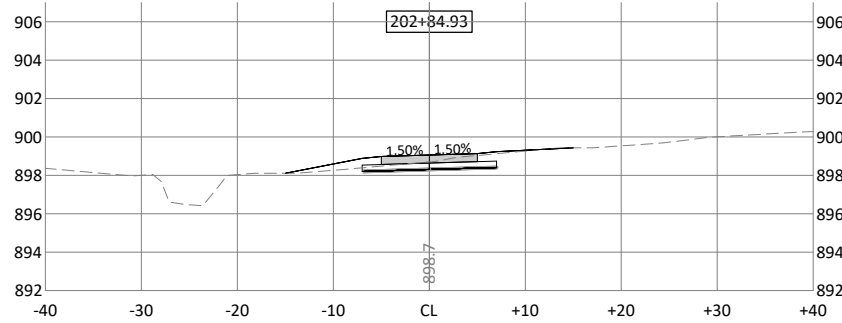
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CITY OF MARSHALLTOWN, IOWA
6TH STREET TRAIL
CROSS SECTIONS
W SOUTH STREET CONNECTION

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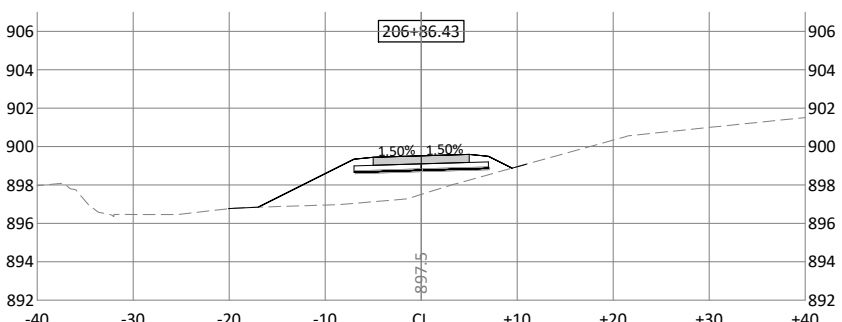
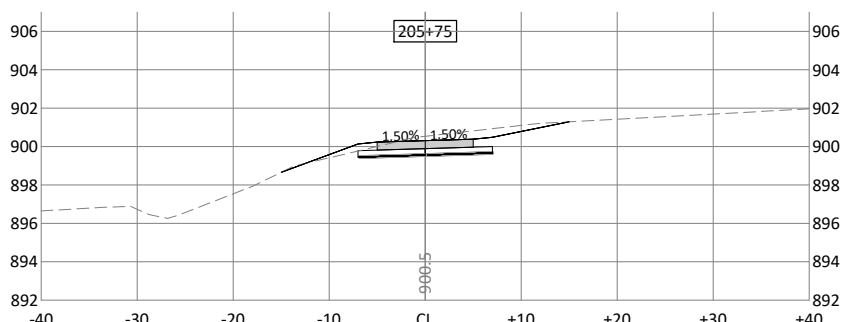
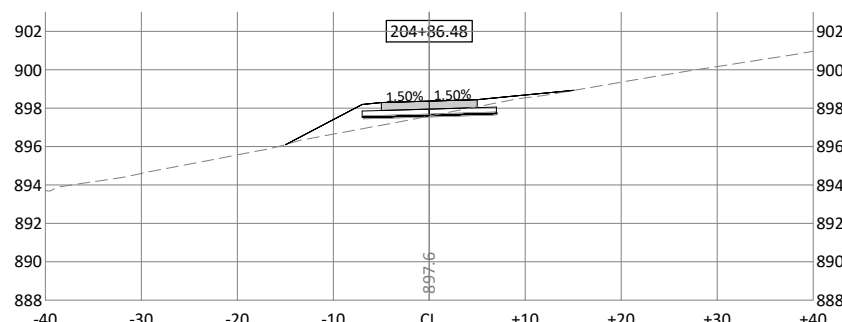
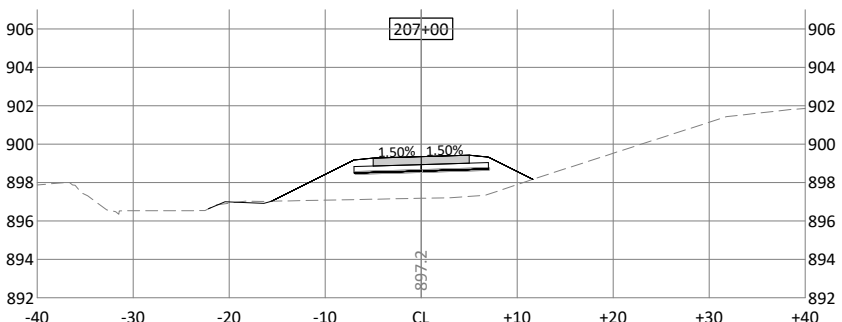
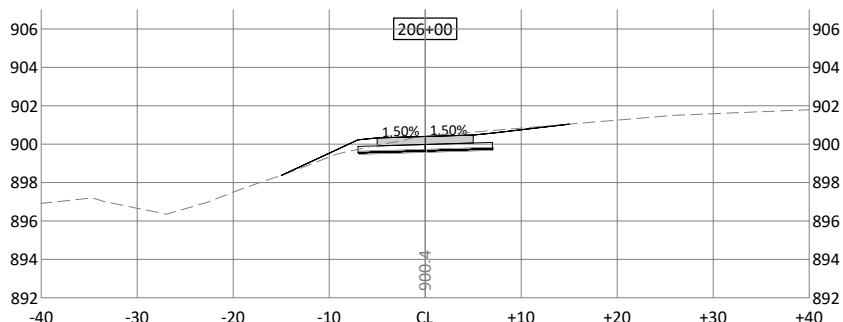
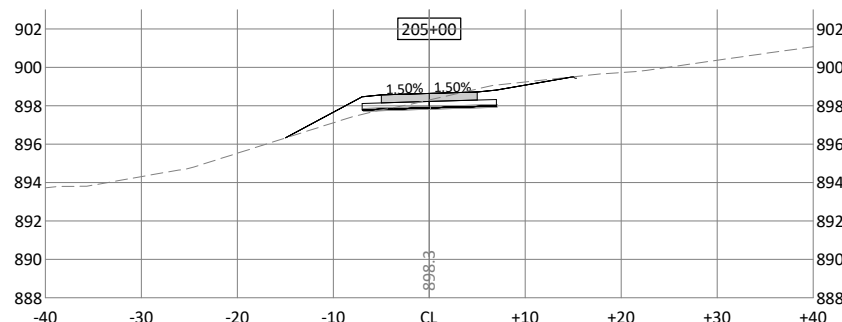
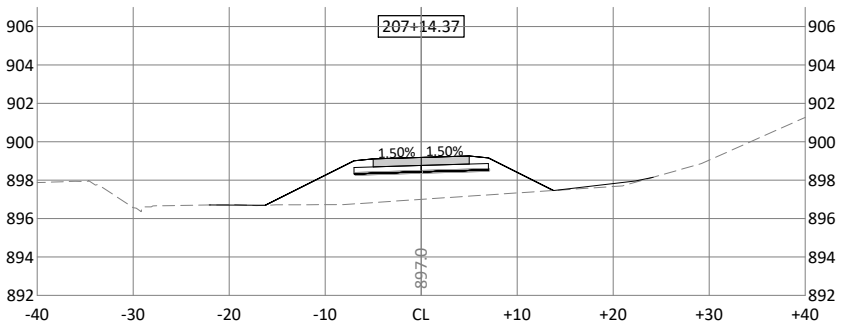
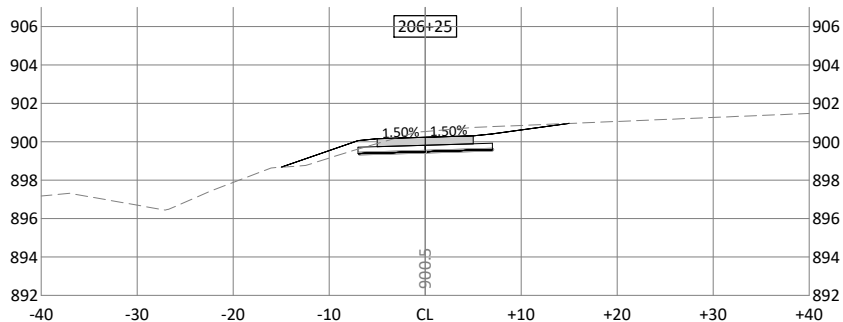
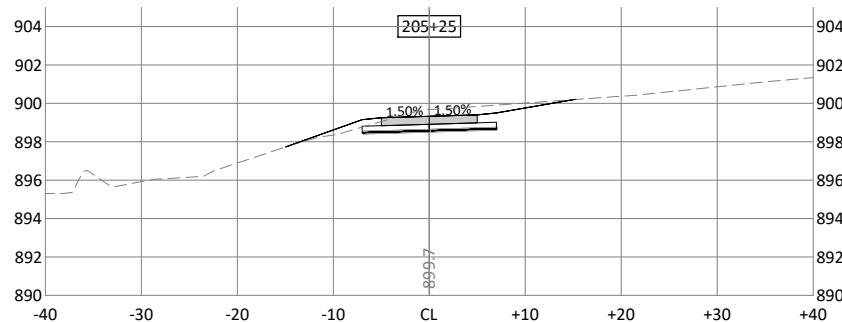
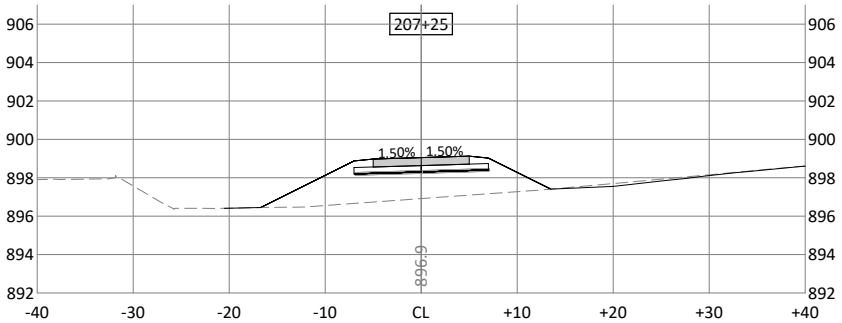
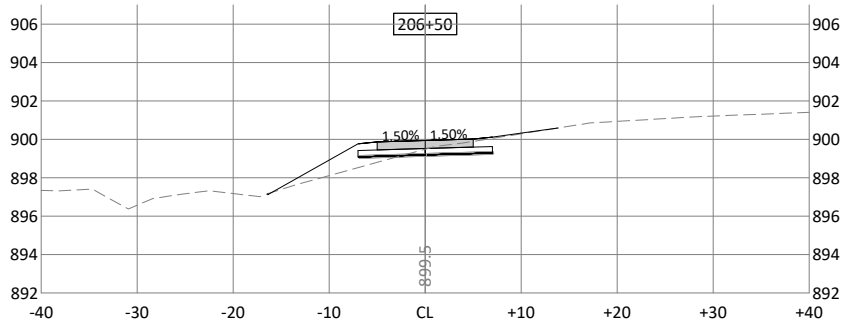
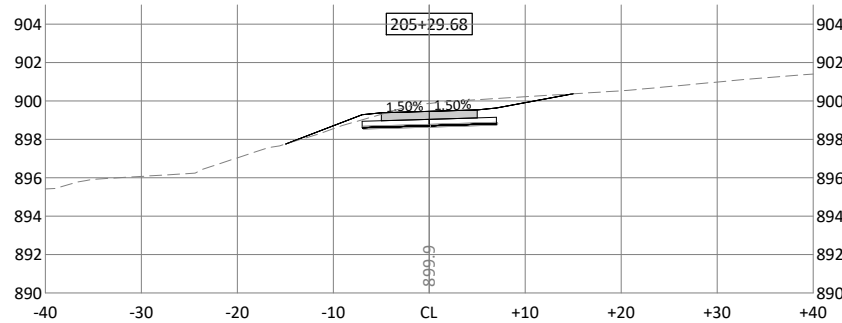
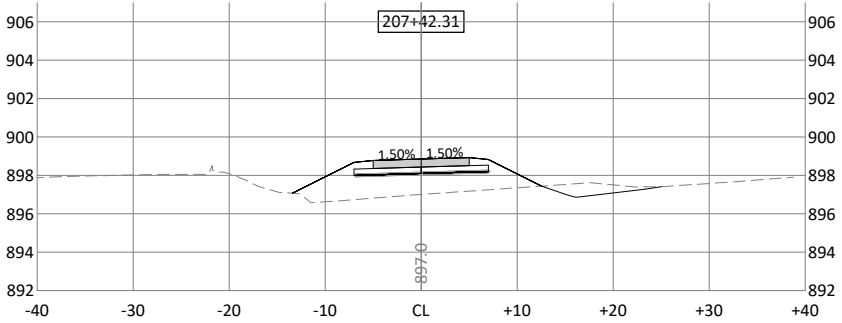
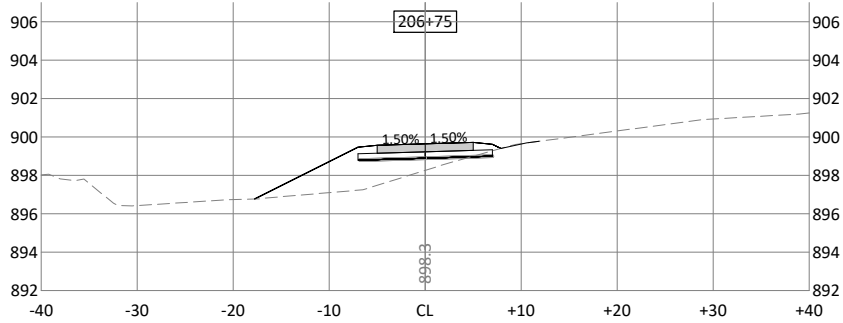
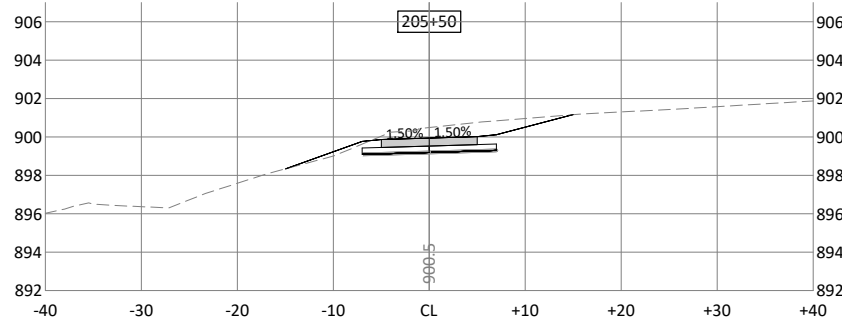
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CHECKED	JMBF			
BIMI PROJ. NO.	A13.116486			

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

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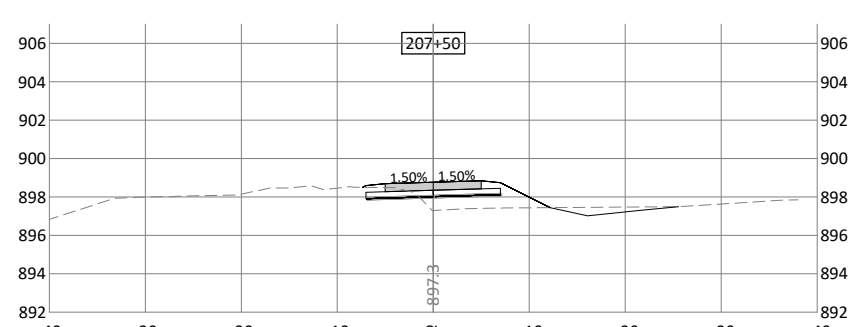
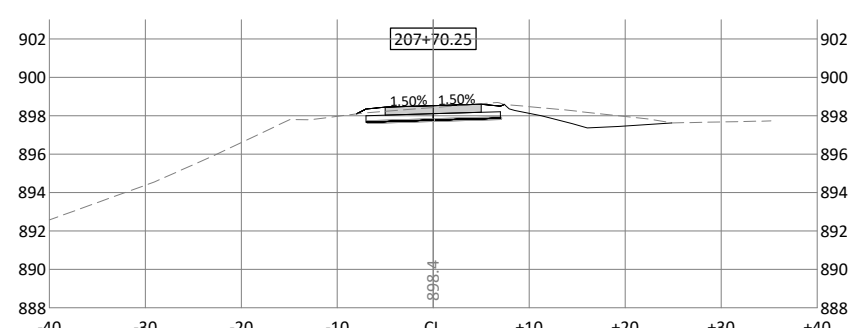
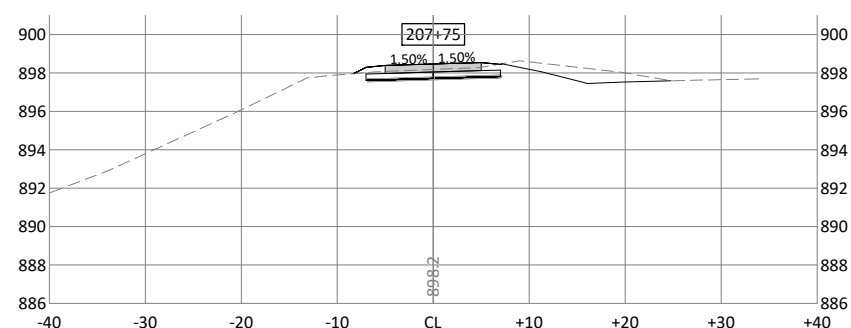
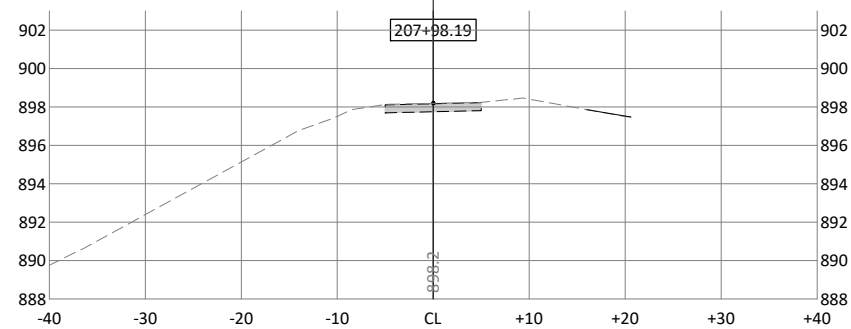
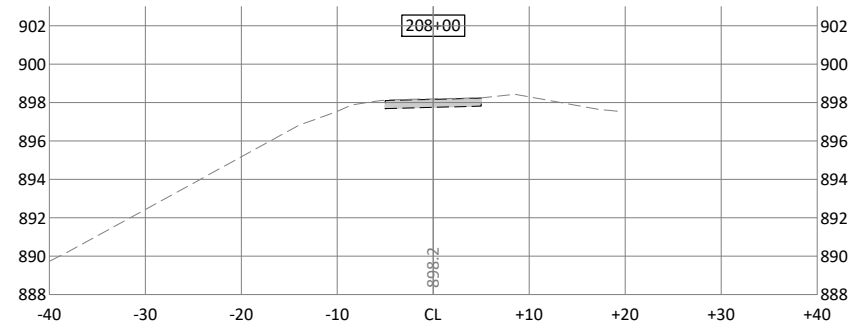
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CITY OF MARSHALLTOWN, IOWA
6TH STREET TRAIL
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W SOUTH STREET CONNECTION

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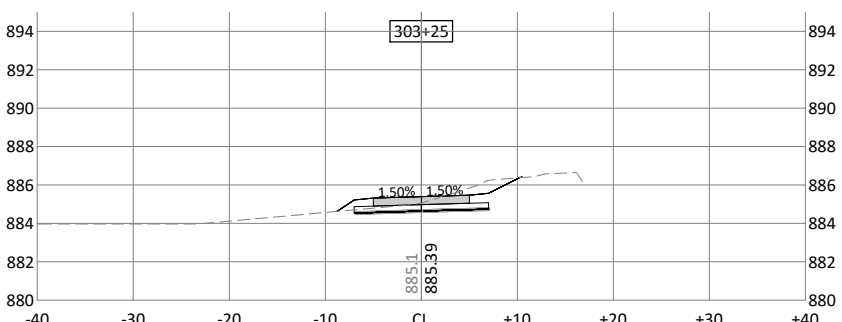
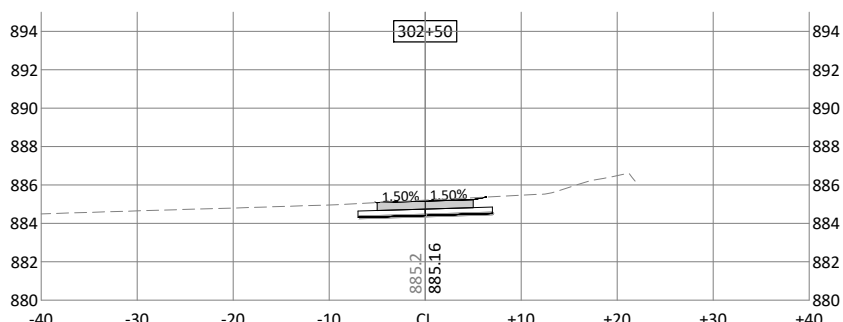
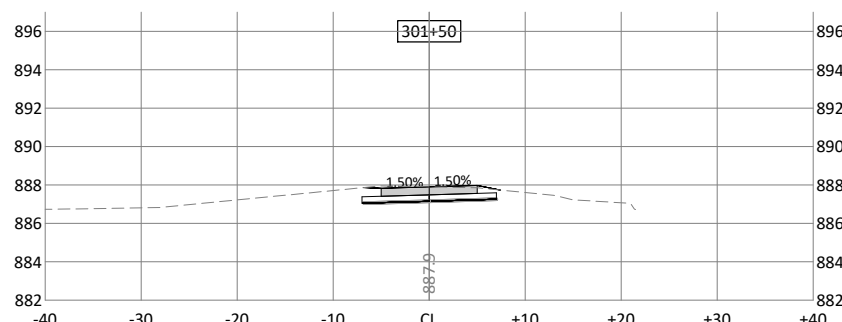
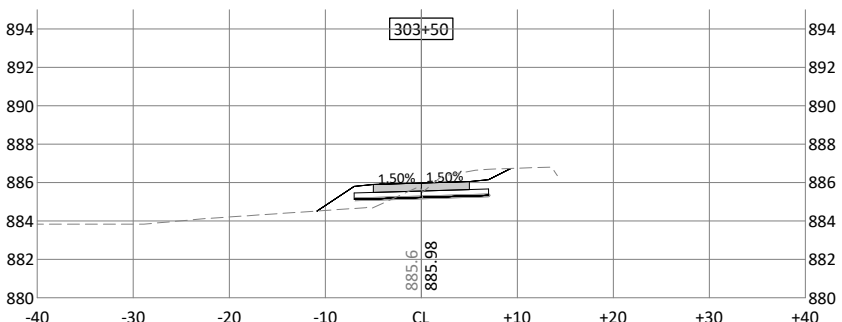
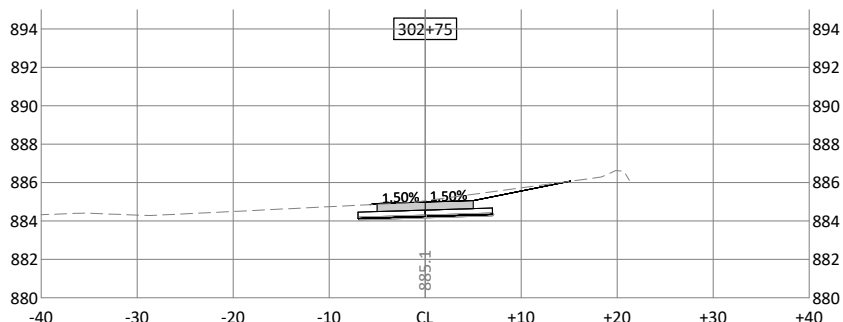
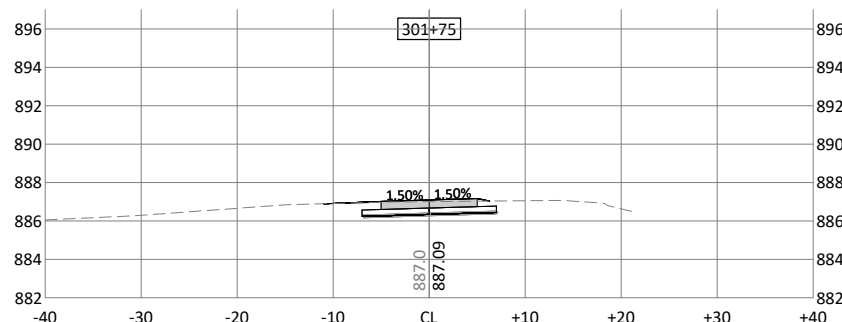
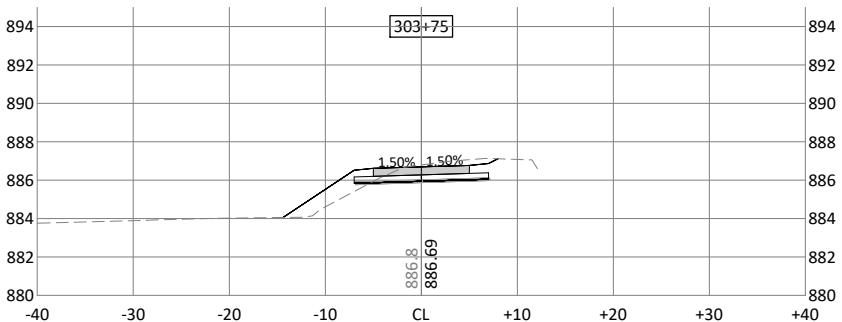
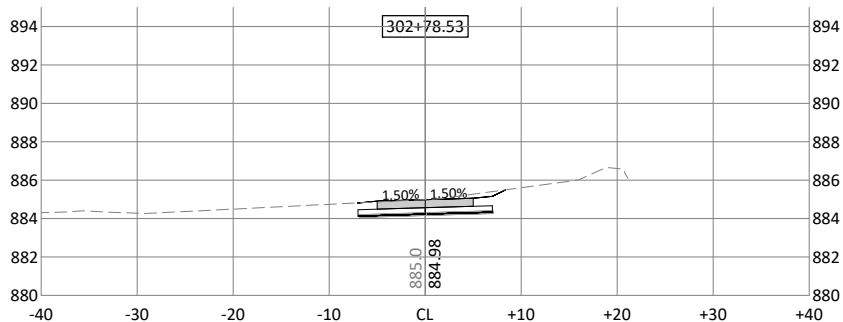
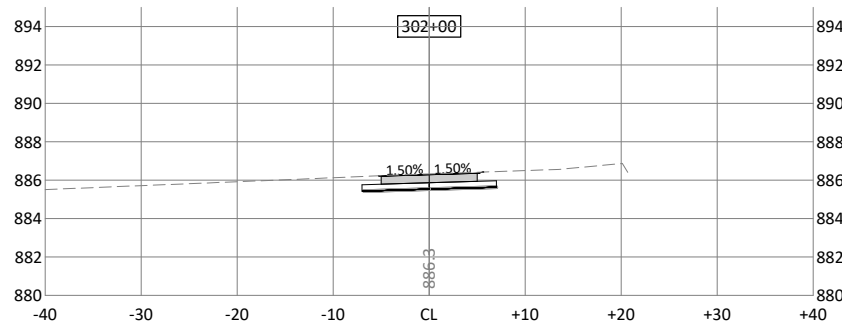
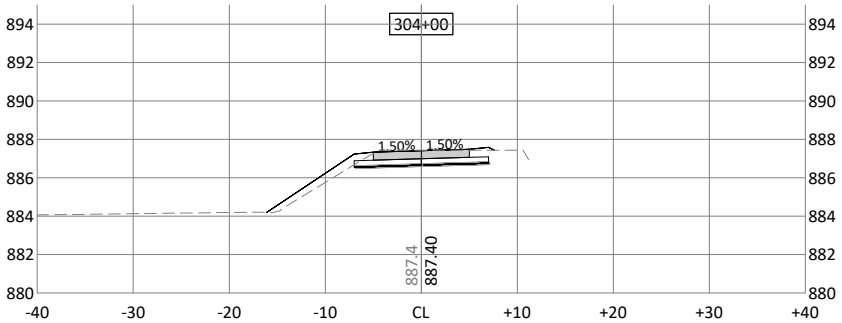
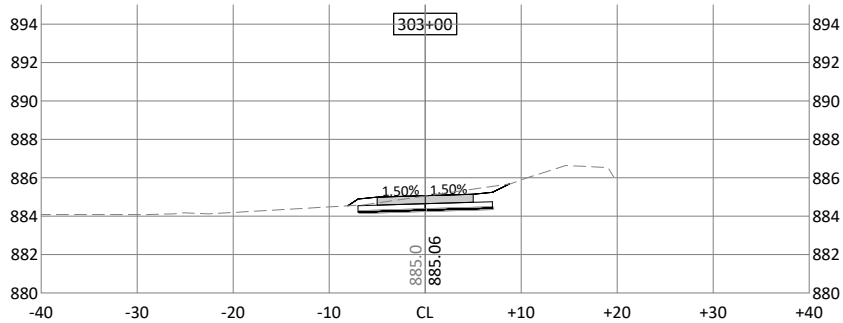
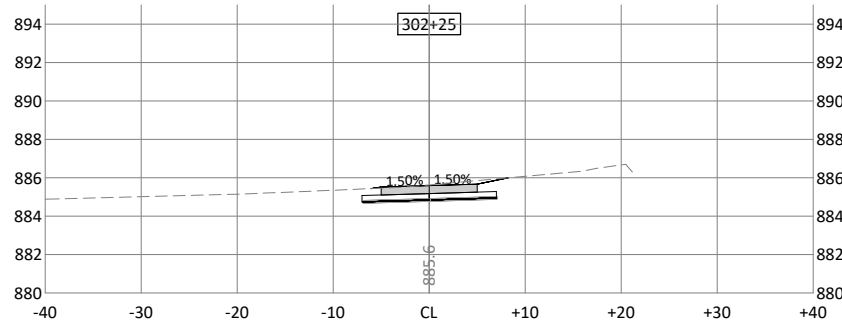
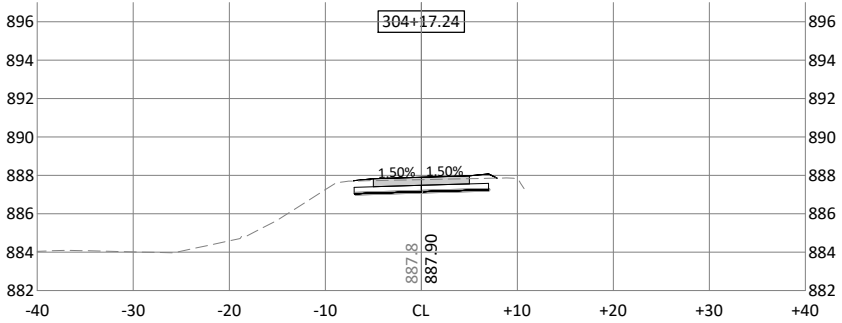
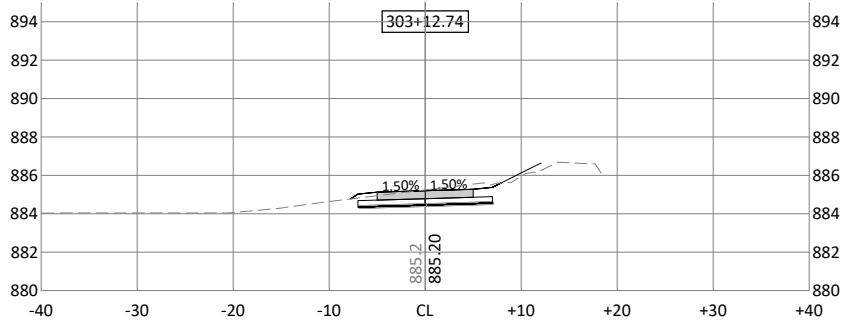
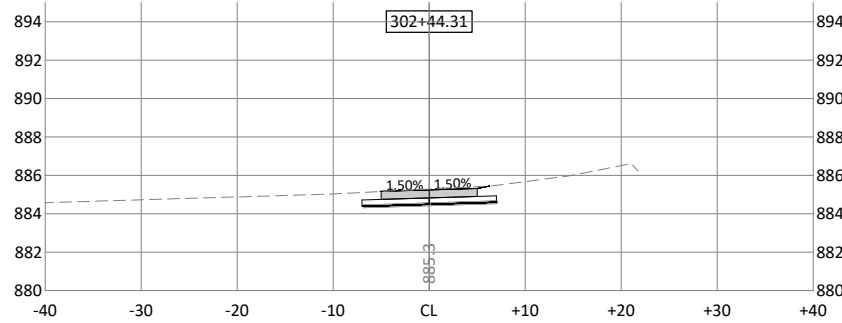
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CITY OF MARSHALLTOWN, IOWA
6TH STREET TRAIL
CROSS SECTIONS
W SOUTH STREET CONNECTION

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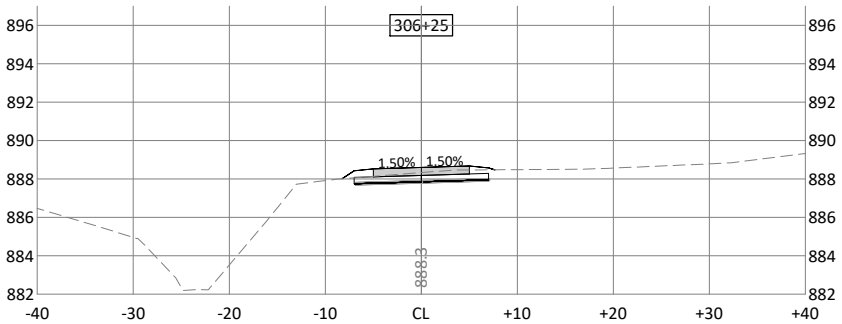
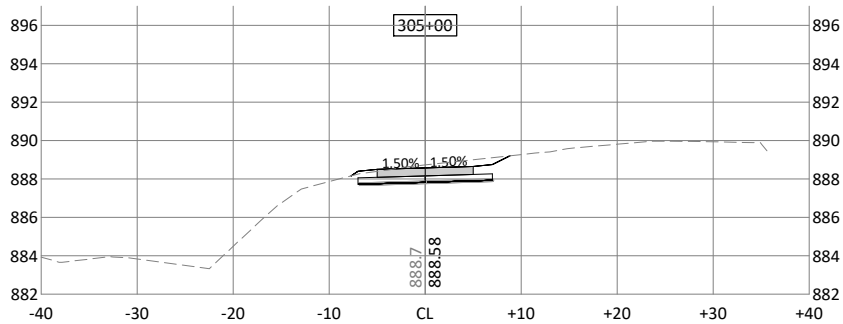
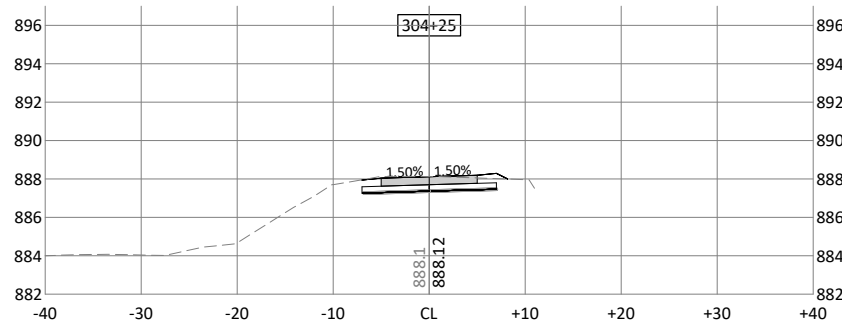
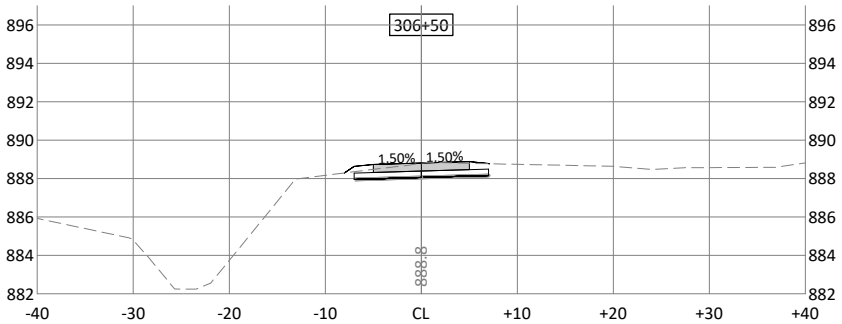
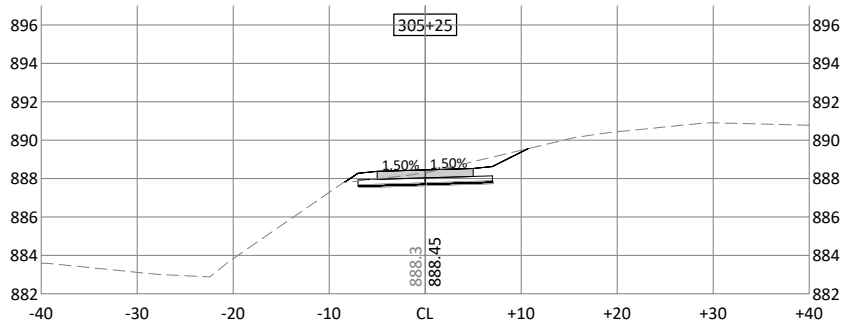
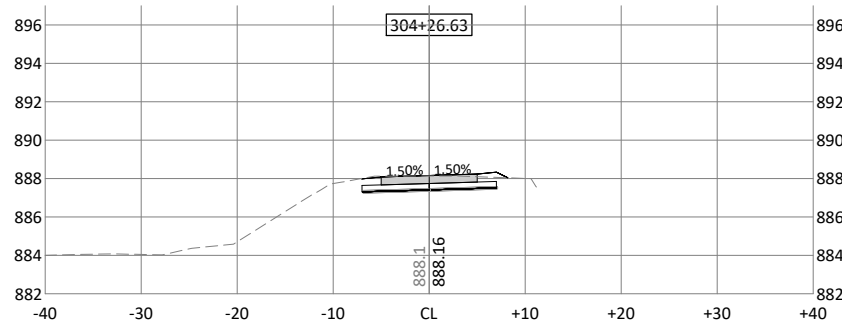
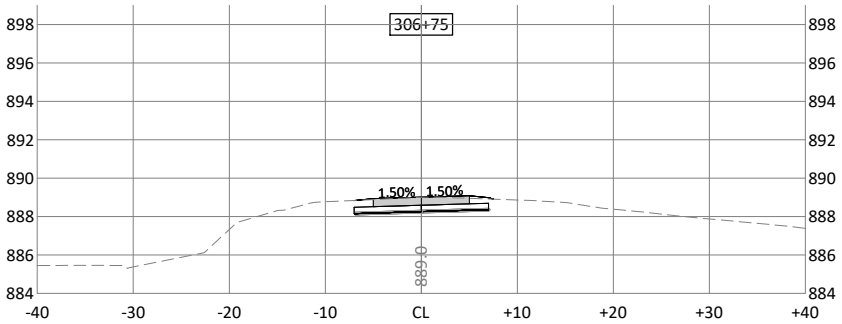
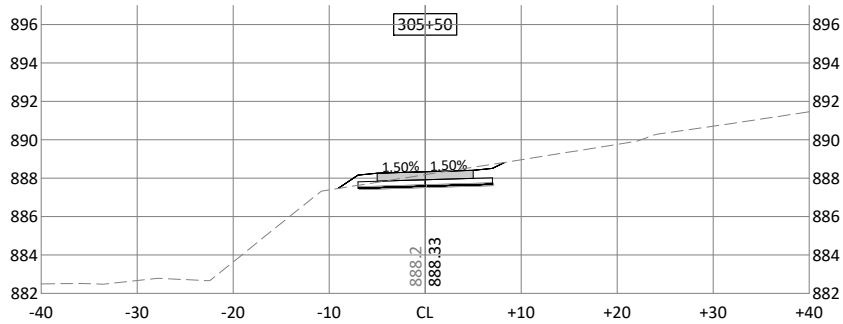
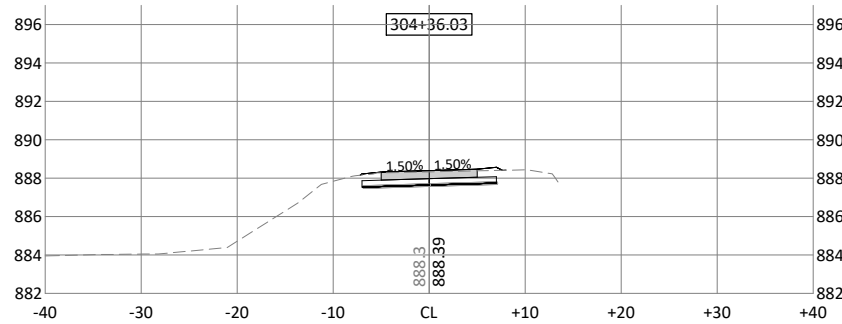
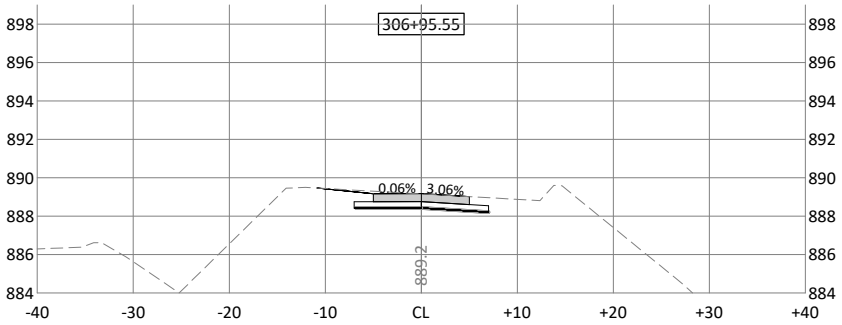
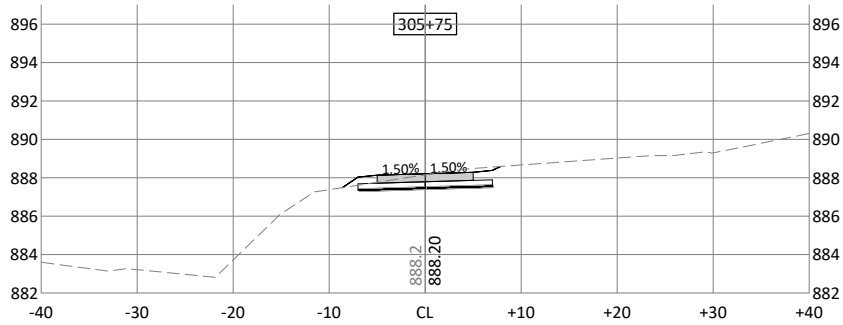
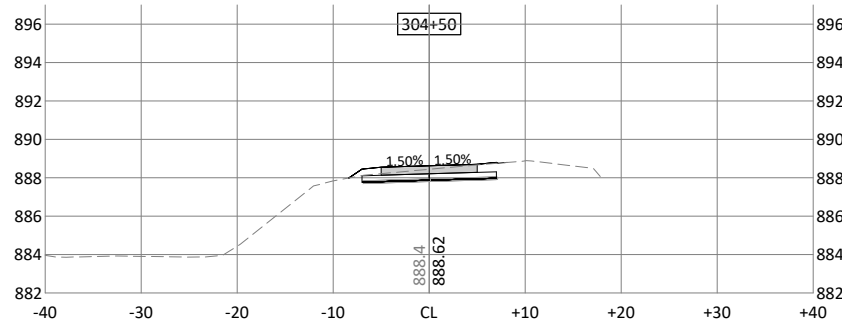
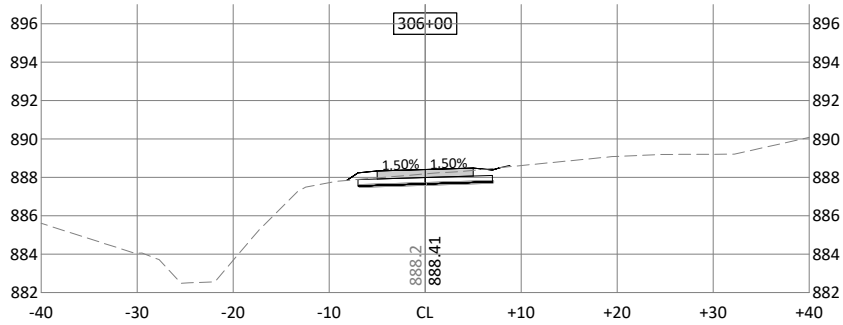
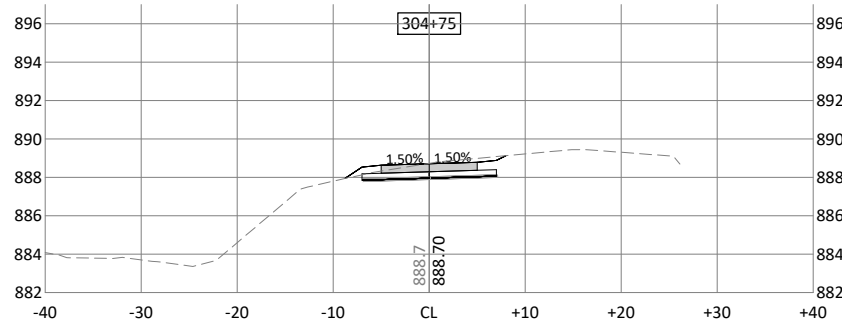
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CITY OF MARSHALLTOWN, IOWA
6TH STREET TRAIL
CROSS SECTIONS
LINN CREEK CONNECTION

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

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PROJECT MANUAL

6th Street Trail

City of Marshalltown

Marshalltown, Iowa

September 2024

BMI Project No. A13.116486

CITY PROJECT NO. TRL 18-002



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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.

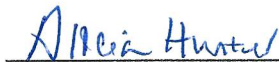
Contract Documents. Copies of the project documents are available for a price of \$25.00 per set. This fee is refundable, provided the plans and specifications are returned complete and in reusable condition, and they are returned within fourteen (14) calendar days after the award of the project. Please 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

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 _____

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: _____

September 19, 2024

VIA EMAIL

Alicia Hunter
City Clerk/City Hall
Marshalltown, IA

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

Dear Alicia:

Attached please find the proceedings covering the City Council's public hearing on the proposed Development Agreement with Rise M, LLC, followed by a resolution approving the Agreement and pledging certain incremental property tax revenues to the payment of the Agreement.

A copy of the Resolution must be filed with the Marshall County Auditor. Please print an extra copy for that purpose.

We would appreciate receiving one fully executed copy of these proceedings and of the executed Development Agreement as soon as they are available.

Please call John Danos or me with questions.

Kind regards,

Amy Bjork

Attachments

cc: Cindy Kendall

HOLD HEARING ON AND APPROVE
DEVELOPMENT AGREEMENT AND
TAX INCREMENT PAYMENTS

(RISE M, LLC)

422742-59

Marshalltown, Iowa

September 23, 2024

A meeting of the City Council of the City of Marshalltown, Iowa, was held at 5:30 p.m., on September 23, 2024, at the City Council Chambers, 10 West State Street, Marshalltown, Iowa, pursuant to the rules of the Council.

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

Present: _____

Absent: _____.

The City Council investigated and found that notice of the intention of the Council to conduct a public hearing on a Development Agreement between the City and Rise M, LLC had been published according to law and as directed by the City 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 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 or comments, the Mayor announced that the hearing was closed.

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 2024-210

Resolution Approving Development Agreement with Rise M, LLC, Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement

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 (the “Urban Renewal Tax Revenue Fund”), 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, an agreement between the City and Rise M, LLC (the “Developer”) has been prepared (the “Agreement”), pursuant to which the Developer would undertake the construction of a new commercial building for use in the business operations of a outpatient health clinic in the Marshalltown Urban Renewal Area No. 3 (the “Project”); and

WHEREAS, under the Agreement, the City would provide annual appropriation tax increment payments to the Developer in a total amount not exceeding \$800,000; and

WHEREAS, this City Council, pursuant to Section 403.9 of the Code of Iowa, has published notice, has held a public hearing on the Agreement on September 23, 2024, and has otherwise complied with statutory requirements for the approval of the Agreement; and

WHEREAS, Chapter 15A of the Code of Iowa (“Chapter 15A”) declares that economic development is a public purpose for which a City may provide grants, loans, tax incentives, guarantees and other financial assistance to or for the benefit of private persons; and

WHEREAS, Chapter 15A requires that before public funds are used for grants, loans, tax incentives or other financial assistance, a City Council must determine that a public purpose will reasonably be accomplished by the spending or use of those funds; and

WHEREAS, Chapter 15A requires that in determining whether funds should be spent, a City Council must consider any or all of a series of factors;

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

Section 1. Pursuant to the factors listed in Chapter 15A, the City Council hereby finds that:

(a) The Project will add diversity and generate new opportunities for the Marshalltown and Iowa economies;

(b) The Project will generate public gains and benefits, particularly in the creation of new jobs, which are warranted in comparison to the amount of the proposed property tax incentives.

Section 2. The City Council further finds that a public purpose will reasonably be accomplished by entering into the Agreement and providing the incremental property tax payments to the Developer.

Section 3. The Agreement is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to execute and deliver the Agreement on behalf of the City, in substantially the form and content in which the Agreement has been presented to this City Council. Such officers are also authorized to make such changes, modifications, additions or deletions as they, with the advice of bond counsel, may believe to be necessary, and to take such actions as may be necessary to carry out the provisions of the Agreement.

Section 4. All payments by the City under the Agreement shall be subject to annual appropriation by the City Council, in the manner set out in the Agreement. As provided and required by Chapter 403 of the Code of Iowa, the City's obligations under the Agreement shall be payable solely from a subfund (the "Rise M, LLC Subfund") which is hereby established, into which shall be paid that portion of the income and proceeds of the Urban Renewal Tax Revenue Fund attributable to property taxes derived from the property described as follows:

Certain real property situated in the City of Marshalltown, Marshall County, State of Iowa bearing Marshall County Property Tax Parcel Identification Number 8318-11-428-001.

Section 5. The City hereby pledges to the payment of the Agreement the Rise M, LLC Subfund and the taxes referred to in Subsection 2 of Section 403.19 of the Code of Iowa to be paid into such Subfund, provided, however, that no payment will be made under the Agreement unless and until monies from the Rise M, LLC Subfund are appropriated for such purpose by the City Council.

Section 6. After its adoption, a copy of this resolution shall be filed in the office of the County Auditor of Marshall County to evidence the continuing pledging of the Rise M, LLC Subfund and the portion of taxes to be paid into such Subfund and, pursuant to the direction of Section 403.19 of the Code of Iowa, the Auditor shall allocate the taxes in accordance therewith and in accordance with the tax allocation ordinance referred to in the preamble hereof.

Section 7. All resolutions or parts thereof in conflict herewith are hereby repealed.

Passed and approved September 23, 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, Clerk of the City of Marshalltown, hereby certify that the foregoing is a true and correct copy of the minutes of the Council of the City relating to holding a public hearing and adopting a resolution to approve a Development Agreement.

WITNESS MY HAND this _____ day of _____, 2024.

City Clerk

STATE OF IOWA

SS:

COUNTY OF MARSHALL

I, the undersigned, County Auditor 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 filed in my office a certified copy of a resolution of the City shown to have been adopted by the City Council and approved by the Mayor thereof on September 23, 2024, entitled: “Resolution Approving Development Agreement with Rise M, LLC, Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement,” and that I have duly placed the copy of the resolution on file in my records.

WITNESS MY HAND this ____ day of _____, 2024.

County Auditor

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 that the Company deems necessary for the continued use of the Project as an outpatient health clinic. Further, the Company agrees to maintain compliance with local zoning, land use, building and safety codes and regulations.

The Company has previously performed work for infrastructure improvements to the Property and to the adjacent lots in Freedom Hills 1st Addition, a copy of the Final Plat is attached as Exhibit E. Such infrastructure improvements include, but are not limited to, excavation and grading of the entire Freedom Hills 1st Addition, excavation of the retention pond required by the City, surface improvements for vehicle and pedestrian access, and other infrastructure services, all of which benefit the Property and the Project, both directly and indirectly. The City acknowledges and agrees that Payments (as hereinafter defined) made by the City shall be allocated by the Company for reimbursement of costs and expenses previously incurred for infrastructure improvements that benefit the Property and the Project; provided, however, nothing in this paragraph shall cause an increase, or in any way modify, the Maximum Payment Total defined in Section B.1.

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: _____

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 Number 8318-11-428-001.

EXHIBIT B
SITE PLAN

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

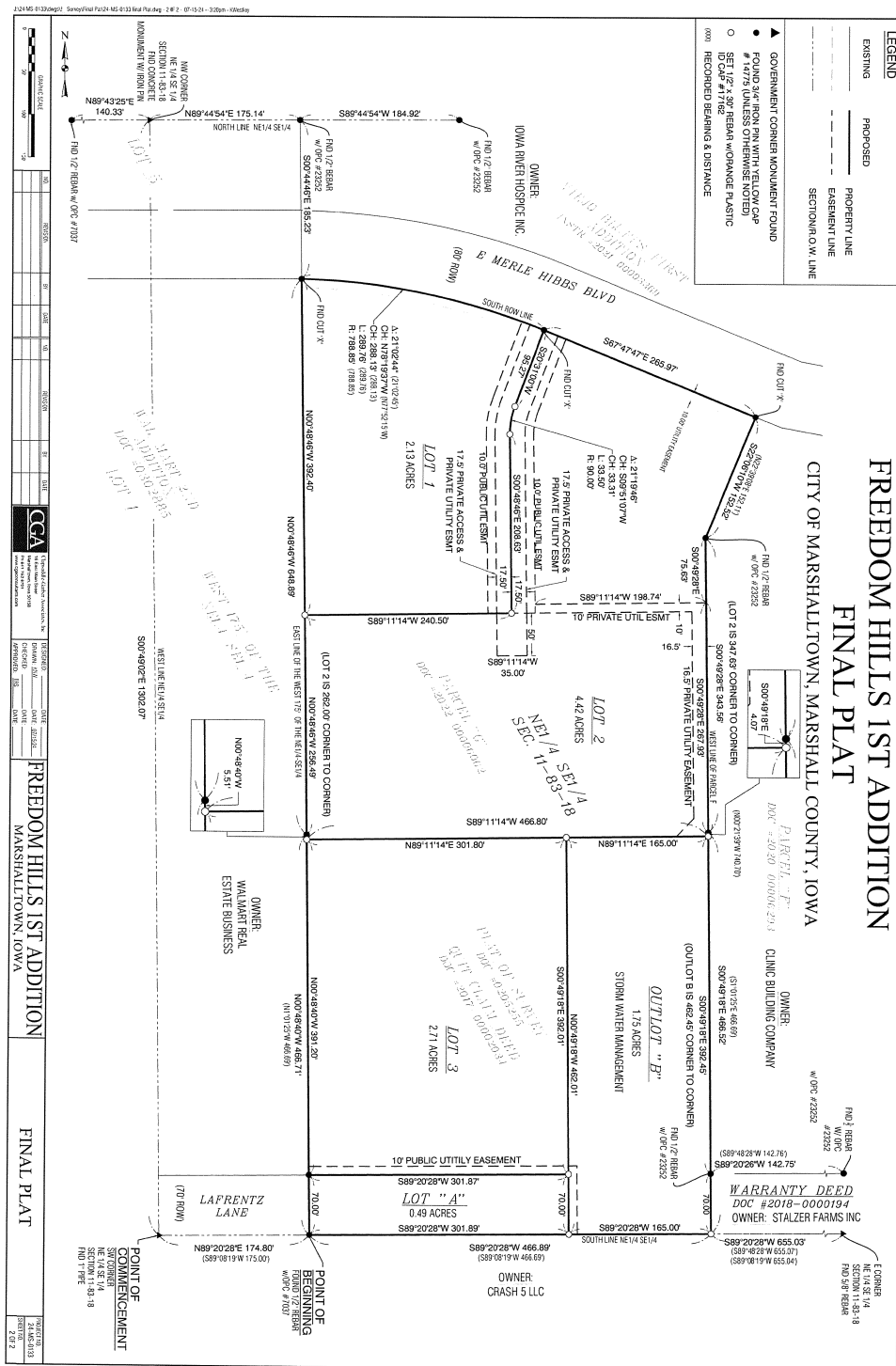
By: _____
[Name, Title]

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%

FREEDOM HILLS 1ST ADDITION FINAL PLAT



**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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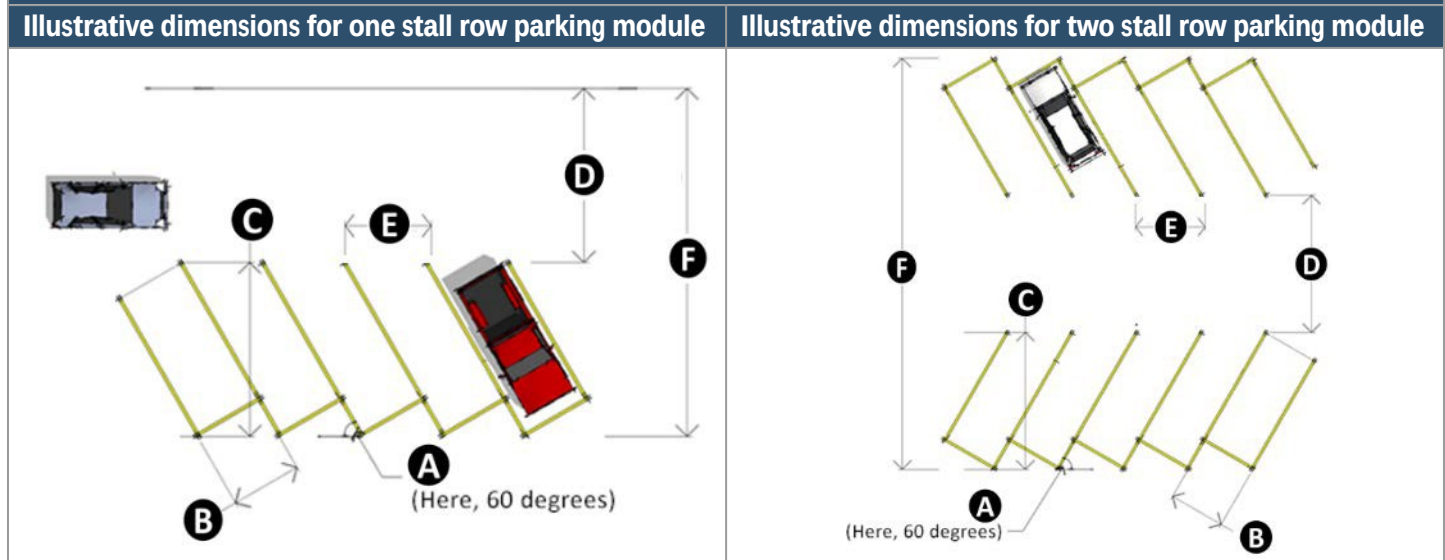
TABLE NOTES:

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>2</u> per dwelling unit
	Bed and Breakfast Home	1 per bedroom	1 <u>2</u> 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





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: Fonseca, Kell, Ladehoff, Mitchell, Nichols, Schneider

Absent: Thompson.

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.

City Clerk Alicia Hunter 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 Ladehoff and seconded by Council Member Kell 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: Fonseca, Kell, Ladehoff, Mitchell, Nichols, Schneider

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

A handwritten signature in blue ink, appearing to read "Joel Guen", written over a horizontal line.

Attest:


City Clerk

A handwritten signature in blue ink, appearing to read "Alicia Hunter", written over a horizontal line.

MINUTES PROVIDING FOR SECOND
COSIDERATION 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



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: Michael W. Tupper, Chief of Police
DATE: 18 September 2024
RE: Disposal of Found Bicycles Policy

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:

Pass a found bicycle disposal policy to improve efficiencies within the police department property management office.

Recommendation:

Staff recommends directing the police department to bring forward a resolution to adopt the attached found bicycle disposal policy.

Budget Impact:

Negligible.

Description/Background:

The police department historically picks up bicycles found within the community. In the last twelve months, the department has responded to at least forty-seven found bicycle complaints. Currently, the department is storing at least ninety-one found bicycles. Rarely does anyone contact the police department to claim a found bicycle. It is also rare that we connect a found bicycle to a stolen bicycle report.

In the past, we have waited to accumulate enough bicycles to hold a public auction. Over the years the public auctions have been poorly attended. Hosting a public auction is labor and staff time resource intensive. The public auctions do not generate an amount of revenue to justify holding them. When you factor in staff time, it costs the city money to host an auction. In order to justify an auction, we need to accumulate enough bicycles. This usually takes one to two years. Storing the bicycles takes up a lot of valuable storage space that could be put to better use.

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Mark Mitchell, Greg Nichols, Jeff Schneider, Gary Thompson



The proposed policy would allow the department to send found bicycles to the local salvage yard if they are not claimed after being in the department's possession after six months. The proposed policy would streamline our operations and would result in a more efficient found bicycle management process.

The department would continue to utilize social media and public announcements to remind the community to report stolen bicycles and check with the police department if they lose a bicycle.

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Marshalltown Police Department
Marshalltown, Iowa

POLICY TITLE: Disposal of Found Bicycles

APPROVED BY: Michael Tupper, Chief of Police

EFFECTIVE DATE:

Policy/Purpose:

The purpose of this policy is to address the disposal of found bicycles collected by the Marshalltown Police Department.

Definitions:

Found Bicycle: A bicycle stored by the Police Department, due to an initial finding by an officer that the bicycle was abandoned or unattended at a place where the bicycle constituted an obstruction to vehicle or pedestrian traffic or constituted an imminent threat to the health, safety or welfare of the public or was in violation of an existing parking ordinance.

Procedure:

In the event the Police Department is unable to ascertain the owner of a found bicycle, and the owner does not claim the bicycle within six (6) calendar months from the date of storage by the Police Department, such bicycle will be sent to a local salvage yard and destroyed.

In lieu of destroying the bicycle, or selling said bicycle at public auction, the Police Department may choose to donate any found bicycle to a) a nonprofit organization or entity which serves low income/disadvantaged youth or families in Marshall County, Iowa, for use by members of the population served; or b) a low income/disadvantaged youth.

The Police Department shall keep a record of all found bicycles which includes the following information:

- Description of bicycle
- Date bicycle was found and stored by Police Department
- Whether the bicycle was ultimately claimed, sold at auction, destroyed or donated
- Date the bicycle is claimed, sold at auction (pursuant to Iowa Code Chapter 556F), or donated
- Name of claimant, buyer at auction, or donee/nonprofit

The Police Department shall continue to follow all notice requirements and previously adopted department procedures implemented relating to the storage of found bicycles.

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 23, 2024
RE: Discussion Chapter 72: Parking Rules, related to Parking Pads

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 recommended moving forward with an ordinance amendment of Chapter 72. The Planning and Zoning Commission's recommendations were brought forward for discussion at the August 26th meeting and for the 1st Reading of an ordinance amendment at the September 9th Meeting.

At the September 9th Meeting, the 1st Reading was tabled and staff were given direction to bring back a discussion item to allow a parking pad. The following are several options for discussion and consideration:

- a. From City Council Discussion 03/25/24, the following concept was discussed and presented to the Planning & Zoning Commission, who recommended not allowing a parking pad:
A maximum of two parking pad spaces may be created per parcel without connection to a driveway, curb drop, or entrance for seasonal or temporary parking of licensed and operable vehicle that is not moved or driven off the parking pad more than 6 times annually and does not create ruts in the yard exceeding ½-inch as a result. The parking pad shall meet materials allowed in section § 72.038 and not be larger than 12-ft x 24-ft for each pad. Stand-alone parking pads shall not be closer than five feet to any established property line.

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Greg Nichols, Jeff Schneider, Gary Thompson



- b. Not allow (no changes to proposed Chapter 72) based on Plan & Zoning Commission recommendation prohibiting unconnected parking pads.
- c. From City Council Discussion 09/09/24, the following ideas were mentioned:
 1. Allow non-connected parking pad on lots over 1-acre.
 2. Access to parking pad shall be maintained without ruts.
 3. Commercial vehicles prohibited from parking on the parking pad.
 4. Maximum parking pad size: 12' x 24'.
 5. Reduce lot requirement size to 0.5-acre.
 6. Use square-foot size requirements in lieu of dimensions.
 7. Consider square foot allowance based on lot size (*after meeting*)

As city staff reviewed these, we decided the best path forward was to present potential language to allow a parking pad option within Chapter 72 and have council provide final direction whether to proceed with the change or hold to the P&Z recommendation to not allow unconnected parking pads.

One of the comments we received was to treat it similar to zoning code's allowable accessory structure size. From Chapter 156, below is the table that outlines those requirements. The maximum floor area is larger than what staff would want to allow a parking pad, so the maximum footprint of 30% as a percentage of the permitted yard would be what would be considered comparable.

Table 156.C.007-1, Accessory Structure Dimensional Requirements						
<i>Housing Type</i>	<i>Lot Size</i>	Max. Footprint ¹	<i>Maximum Floor Area</i>	Minimum Setback ²	<i>Max. Wall Height</i>	<i>Max. Structure Height</i>
Single-Family and Duplex Residencies	0.5 acre or less	30%	1,000 s.f.	5 ft.	10 ft.	15 ft.
	0.5 - 1 acre	30%	1,600 s.f.	5 ft.	12 ft.	15 ft.
	1 - 5 acres	30%	3,000 s.f.	5 ft.	12 ft.	20 ft.
	5 acres or more	30% plus	5,000 s.f. plus 1,000 s.f. per acre over 5 acres not to exceed 10,000 s.f.	10 ft.	14 ft.	20 ft.
Multi-family Residencies (Multiplex, Townhouse, Apartment)	Any Size	30%	300 s.f. per unit	10 ft.	10 ft.	15 ft.
TABLE NOTES: ¹ Calculated as a percentage of the permitted rear yard. ² Minimum setback from property lines when structure located entirely in the rear yard. Refer to §156.C.007(E) for setback on corner lots.						

City staff feel that unconnected parking pads should not be allowed in front yards nor side street front yards. City staff have some hesitation to allow parking pads in side yards. Our concern would be that a property owner be tempted regularly use that and the path driven on would essentially become a grass driveway, which is not allowed by code. Options would be to prohibit side yard parking pads (accessory structures are allowed within side yards but must meet primary structure setback requirements) or only allow on properties that have an existing driveway.

As far as size goes, if the intent would be to allow a camper or trailer – a 12 ft x 24 ft should be adequate for a large single item. We do like the idea of square footage in lieu of dimensions. 12 ft x 24 ft is 288

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Greg Nichols, Jeff Schneider, Gary Thompson



square feet. 288 square feet is also 16 x 18 ft. It is large enough for two small vehicles/trailers. A standard parking stall is 9 ft x 18 ft, so it would not allow for two larger vehicles. {18 ft x 18 ft is 324 square feet}

Example A)

47.5 ft x 180 ft Lot (8,550 sf or 0.20 acres)

Rear Yard is ~103 ft x 47.5 ft or 4,892.5 sf

30% of rear yard is 1,467 sf; therefore, for accessory structures the 1,000 sf would govern.

Example B)

75 ft x 56 ft Lot (4,200 sf or 0.10 acres)

Rear Yard is ~12.5 ft x 75 ft or 937.5 sf

30% of rear yard is 281 sf; however, limited space in rear yard if 5' required setback would make it have to go in side yard, if allowed at all



Figure 3: Example B

Example C)

50 ft x 100 ft Lot (5,000 sf or 0.11 acres)

Rear Yard is 52 ft x 50 ft or 2,600 sf

30% of rear yard is 780 sf

There is an existing accessory structure 12 ft x 18 ft (216 ft)

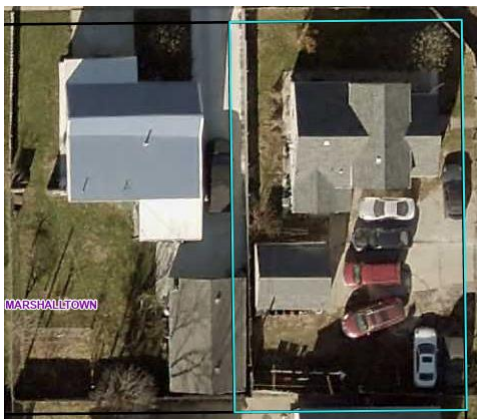


Figure 4: Example D

Example D)

60 ft x 100 ft Lot (6,000 sf or 0.14 acres)

Rear Yard is 9 ft x 100 ft or 900 sf

30% of rear yard is 270 sf

There is an existing accessory structure located in both side/year yard: 16 ft x 18 ft (288 ft)

If 5' required setback would make it have to go in side yard, if allowed at all



Figure 1: Example A



Figure 2: Example C

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In reviewing the smaller parcels, city staff feel that utilizing the square foot / size of the parcel may not be a good check box to use whether it is allowed or not. There are some 0.11-acre parcels that it would be okay, but there are some that it would look like the lot is packed with a house, a detached garage, and a parking pad, but nothing else.

City staff are also cognizant that some of the properties that struggle with having places to park their vehicles, especially some that may not get used frequently, are the smaller properties in town. The larger properties may have more ability for connected driveways.

If council wishes to proceed, city staff would offer the following language for consideration [insert in Section 72.025, between A and B; and add language to A that parking pad is also allowed for parking on]

(B) Parking Pad. A residential property is allowed one parking pad not connected to a driveway provided the following conditions are met:

- a) Size. The parking pad shall be no larger than 288 sf [or 324 sf].
- b) Material. The parking pad shall be concrete, asphalt, or solid brick/pavers.
- c) Setbacks. Unconnected parking pads shall not be located in front, side street, or side yards; they must be entirely in the rear. They shall have a minimum of five-foot setback from all property lines.
- d) Separation. No parking pad shall be located closer than five feet to any other structure on three sides of the pad. One side of the pad may be adjacent to a structure on the property.
- e) Commercial use. Parking pads located on residentially zoned or used property shall not be used for commercial purposes or for the storage of commercial vehicles or equipment, other than home occupations that comply with Chapter 156.
- f) Access Route. The access route to the parking pad shall be maintained with vegetation establishment without ruts. Wear marks from tire tracks that are bare from vegetation shall not be allowed.
- g) Easements. Any parking pad placed within an easement, if allowed, shall be the property owner's sole risk, financial obligation, and maintenance responsibility to remove, repair, or replace in the event the easement holder removes or damages the pad.

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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.

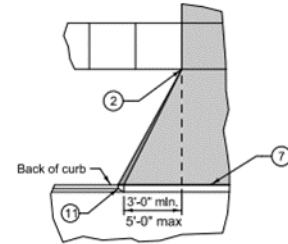
(C) *Width of driveway.*

- (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:

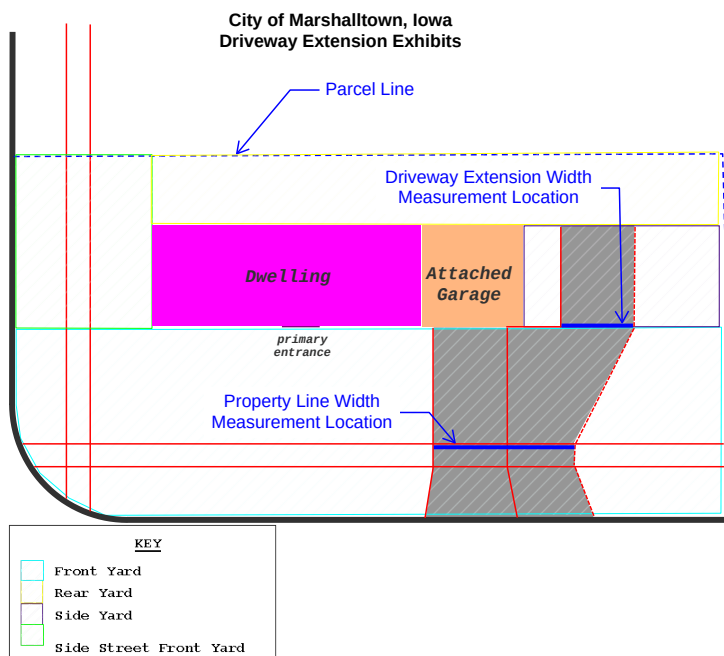
No connected garage	10 feet (plus a maximum of one driveway extension)
1 vehicle stall wide garage	12 feet (plus a maximum of one driveway extension)
2 vehicle stall wide garage	24 feet (plus a maximum of one driveway extension)
3 vehicle stall wide garage	24 feet (plus a maximum of one driveway extension)
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

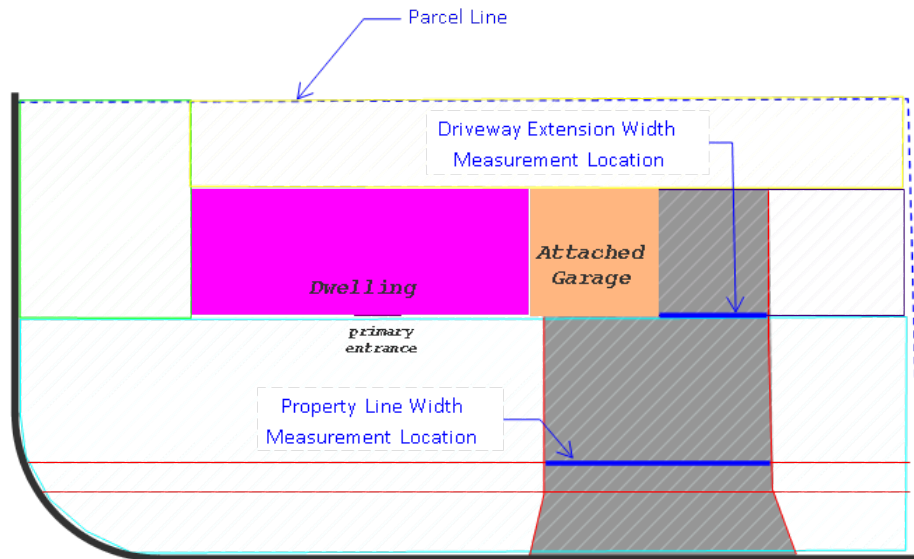
- (2) The driveway width shall be measured at the property line, as shown in the following exhibit.
- (3) In cases where the garage is more than four feet wider than the edge of a garage overhead door, the Engineering Office shall have the discretion to reclassify the stall count or allow driveway tapering. 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: Heather Thomas, Public Works Director
DATE: September 23, 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:

Update 09/23/24:

Council directed staff to look into a potential permit language for downtown on-street parking. There was a section that referred to an exception to the restricted parking but did not have sufficient details to issue/enforce. The following are potential points of clarification for an exemption permit related to Section D Restrictions:

Exemption.

- a. An exemption parking permit may be requested for any individual residing in the Restricted Parking from 2:30 am to 5:30 am area without private parking or public parking access immediately adjoining or directly across an alley or street.
- b. The exemption will allow for parking from 2:30 am to 5:30 am on 1st Street, 2nd Street, 1st Avenue, and 2nd Avenue.
- c. Proof of residence is required to be issued a permit by the City Clerk.
- d. The permit must be properly displayed on the bottom corner of the rear driver side windshield.
- e. The exemption is not valid when the snow ordinance is in effect.

From 09/09/24:

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](#).

CITY COUNCIL

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



(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
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.

CITY COUNCIL

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CITY COUNCIL

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



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
North	Summit Street	356 feet of the east line of N. 15th Street	230 feet east

(2013 Code, § 20-165.5)

(C) Restricted parking, except on Sundays. The stopping, parking or leaving standing of motor vehicles on the following designated streets, avenues, roads or drives is hereby prohibited at all times, except parking shall be permitted on Sundays only:

Side	On Street	From	To
North	W. Church Street	West line of Center Street	West to the east line of the alley intersection

(2013 Code, § 20-166)

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

Side	On Street	From	To
Both	1 st Avenue	Church Street	State Street
Both	1 st Street	Church Street	State Street
Both	2 nd Avenue	Church Street	State Street
Both	2 nd Street	Church Street	State Street
Both	Center Street	Church Street	State Street
Both	Church Street	2 nd Street	3 rd Avenue
Both	Main Street	2 nd Street	3 rd Avenue
Both	N. 13 th Street	Fremont Street	Summit Street
Both	State Street	2 nd Street	3 rd 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 residing in the Restricted Parking from 2:30 am to 5:30 am area without private parking or public parking access immediately adjoining the property, may request a parking permit to be exempt from this provision. The exemption will allow for parking from 2:30 am to 5:30 am on 1st Street, 2nd Street, 1st Avenue, and 2nd Avenue only. Proof of residence is required to be issued a permit by the City Clerk. The permit must be properly displayed on the bottom corner of the rear driver side windshield. The exemption is not valid when the snow ordinance is in effect. 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.

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-(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)