

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
DECEMBER 20, 2024, 12:00 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. COUNCIL, ADMINISTRATOR, AND MAYOR COMMENTS

1. YEARS OF SERVICE - DECEMBER

Chris Roush - Police - Sergeant - 5 years

F. CONSENT AGENDA

**1. APPROVE MINUTES 12/09/24 MEETING AND BILL LIST
\$1,450,292.67**

Documents:

[2024-12-09_SIGNED Council Minutes.pdf](#)
[2024-12-20_BILL LIST_Summary.pdf](#)
[2024-12-20_BILL LIST_Detail.pdf](#)

2. APPROVE ALCOHOL LICENSE RENEWALS

- TANNIN INC, 125 E MAIN ST, UNIT B, WITH OUTDOOR SERVICE
- MARSHALLTOWN ARTS & CIVIC CENTER, 709 S CENTER ST

3. APPOINT BENJAMIN HARRIS-MEDINA TO THE PLAN & ZONING COMMISSION, TERM ENDING 3/31/29

Replacing Laura Eilers

4. REAPPOINT DAVID SCHULZE TO THE BUILDING BOARD OF APPEALS, TERM 1/1/25-12/31/29

5. REAPPOINT NEIL DALAL, JILLIAN HERINK, STEVE STORJOHANN TO PARK & RECREATION ADVISORY COMMITTEE, TERMS ENDING 1/1/27

6. APPOINTMENT OF JANET WEIS TO THE PARK & RECREATION ADVISORY COMMITTEE, TERM 1/1/25-1/1/27

7. APPROVE AUGUST 2024 FINANCIAL STATEMENTS

Documents:

[Memo for August 2024 Financial Statements.pdf](#)
[August 2024 Financial Statements.pdf](#)

8. RESOLUTION 2024-279 AUTHORIZING THE USE OF COUNCIL-DESIGNATED LOCAL OPTION SALES TAX FOR CIVIC PLUS IMPROVEMENTS

Documents:

[2024-12-20_2024-279_Resolution Approving LOST for Civic Plus Enhancements.pdf](#)
[2024-12-20_2024-279_Memo Request for Technology Solutions.pdf](#)
[2024-12-20_2024-279_CivicPlus IA - Marshalltown - Bundle Quote - 12112024.pdf](#)
[2024-12-20_2024-279_Municode Marshalltown, IA SPS SOW Draft 12.11.2024.pdf](#)

9. RESOLUTION 2024-280 APPROVING THE 2025 BOLTON AND MENK PROFESSIONAL SERVICES AGREEMENT FOR GENERAL ENGINEERING SERVICES

Documents:

[2024-12-20_2024-280_Resolution 2025 General Engineering Services Bolton and Menk.pdf](#)

[2024-12-20_2024-280_Memo General Engineering Services Agreement 12.20.24.pdf](#)
[2024-12-20_2024-280_Marshalltown Engineering services Agreement 2025.pdf](#)

10. RESOLUTION 2024-281 APPROVING THE 2025 BOLTON AND MENK PROFESSIONAL SERVICES AGREEMENT FOR GEOGRAPHIC INFORMATION SYSTEM SERVICES

Documents:

[2024-12-20_2024-281_Resolution 2025 GIS Services Bolton and Menk.pdf](#)
[2024-12-20_2024-281_Memo GIS Services Agreement 12.20.24.pdf](#)
[2024-12-20_2024-281_Marshalltown GIS services Agreement 2025.pdf](#)

11. RESOLUTION 2024-282 APPROVING THE 2025 BOLTON AND MENK PROFESSIONAL SERVICES AGREEMENT FOR GENERAL PARK PLANNING AND DESIGN SERVICES

Documents:

[2024-12-20_2024-282_Resolution 2025 Park Planning and Design Services Bolton and Menk.pdf](#)
[2024-12-20_2024-282_Memo Parks Planning and Design Services Agreement 12.20.24.pdf](#)
[2024-12-20_2024-282_Marshalltown Parks services Agreement 2025.pdf](#)

12. RESOLUTION 2024-283 TO REALLOCATE AMERICAN RESCUE PLAN ACT (ARPA) FUNDS

Documents:

[2024-12-20_2024-283_Resolution To Reallocate American Rescue Plan Act \(ARPA\) Funds.pdf](#)
[2024-12-20_2024-283_Memo to reallocate use of ARPA funding.pdf](#)

13. RESOLUTION 2024-284 APPROVING AN AMENDED CONTRACT AND SUBRECIPIENT AGREEMENT WITH YOUTH AND SHELTER SERVICES OF MARSHALL COUNTY FOR THE CONTINUATION OF THE MPACT PROGRAM

Documents:

[2024-12-20_2024-284_Resolution Approving amended Contract and Subrecipient Agreement for MPACT.pdf](#)
[2024-12-20_2024-284 Memo YSS MPACT Amended Agreement.pdf](#)
[2024-12-20_2024-284 City of Marshalltown Amended](#)

G. REPORTS

1. REVIEW OF 2025 BUDGET SCHEDULE

Documents:

[Budget schedule for FY26.pdf](#)

H. RESOLUTIONS

1. RESOLUTION 2024-285 SUSPENDING CIVIL SERVICE COMMISSION AND CITY COUNCIL APPROVAL OF CIVIL SERVICE POLICE OFFICER NEW HIRE LISTS

Documents:

[2024-12-20_2024-285_Resolution Suspending Civil Service List Approval.pdf](#)
[2024-12-20_2024-285_Memo Civil Service Changes SF2205.pdf](#)
[2024-12-20_2024-285_SF2205_GovLetter.pdf](#)

2. RESOLUTION 2024-286 AUTHORIZING THE AWARD OF CONTRACT FOR THE RIVERVIEW PARK PLAYGROUND EQUIPMENT TO MIDWEST PLAYSAPES

Documents:

[2024-12-20_2024-286_Resolution Accepting Bid Riverview Park Playground Equipment.pdf](#)
[2024-12-20_2024-286_Memo to Award Contract for Riverview Park Playground Equipment.pdf](#)
[2024-12-20_2024-286_Request for Proposals 2024 Park Improvements_Riverview Park.pdf](#)
[2024-12-20_2024-286_Midwest Playscapes Renders - Riverview Park.pdf](#)

3. RESOLUTION 2024-287 ACCEPTING BID, AS AMENDED BY CHANGE ORDER #0, AND AUTHORIZING THE AWARD OF CONTRACT FOR THE LINN CREEK TRAILHEAD AND BRIDGE PROJECT NO. TRL24001 AND TRL24002, IN THE CITY OF MARSHALLTOWN, IOWA IN THE AMOUNT OF \$1,895,933 TO CON-STRUCT INC.

Documents:

[2024-12-20_2024-287_Resolution Accepting Bid Trailhead and Bridge TRL24001_002.pdf](#)
[2024-12-20_2024-287_Memo Award Linn Creek Trailhead and Bridge_TRL24001_002.pdf](#)
[2024-12-20_2024-287_Memo - Destination Iowa](#)

[Project Funding Package.pdf](#)
[2024-12-20_2024-287_TRL 24-001_002 Change Order 0.pdf](#)
[2024-12-20_2024-287_TRL24001_002 - Trailhead and Bridge - Bid Tabulation.pdf](#)

4. RESOLUTION 2024-288 ACCEPTING BID, AS AMENDED BY CHANGE ORDER #0, AND AUTHORIZING THE AWARD OF CONTRACT FOR THE WATER PLAZA, PROJECT NO. PRK22004 IN THE CITY OF MARSHALLTOWN, IOWA IN THE AMOUNT OF \$1,887,325 TO EDGE COMMERCIAL, LLC

Documents:

[2024-12-20_2024-288_Resolution Accepting Bid Water Plaza PRK22004.pdf](#)
[2024-12-20_2024-288_Memo Award Linn Creek Water Plaza PRK22004.pdf](#)
[2024-12-20_2024-288_Memo - Destination Iowa Project Funding Package.pdf](#)
[2024-12-20_2024-288_PRK22004 Change Order 0.pdf](#)
[2024-12-20_2024-288_PRK22004 Tabulation of Bids.pdf](#)

5. RESOLUTION 2024-289 APPROVING SNYDER AND ASSOCIATES PROFESSIONAL SERVICE AGREEMENT AMENDMENT NO. 3 FOR DESIGN AND CONSTRUCTION FOR THE LINN CREEK TRAILHEAD AND BRIDGE PROJECTS, IN THE AMOUNT OF \$85,000

Documents:

[2024-12-20_2024-289_Resolution to Amend Trailhead and Bridge Contract Snyder and Associates.pdf](#)
[2024-12-20_2024-289_Memo - Snyder Construction Phase Services - TrailheadBridge.pdf](#)
[2024-12-20_2024-289_Memo - Destination Iowa Project Funding Package.pdf](#)
[2024-12-20_2024-289_Snyder Amendment 3 for Trailhead and Bridge.pdf](#)

6. RESOLUTION 2024-290 APPROVING BOLTON AND MENK PROFESSIONAL SERVICE AGREEMENT AMENDMENT NO. 3 FOR DESIGN AND CONSTRUCTION FOR THE LINN CREEK WATER PLAZA, IN THE AMOUNT OF \$190,185

Documents:

[2024-12-20_2024-290_Resolution Amend Bolton Menk Contract for Water Plaza.pdf](#)
[2024-12-20_2024-290_Memo - B and M Construction Phase Services - Water Plaza.pdf](#)
[2024-12-20_2024-290_Memo - Destination Iowa Project Funding Package.pdf](#)

I. ORDINANCES

1. PUBLIC HEARING AND SECOND READING ORDINANCE 15097 TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA, CHAPTER 156: ZONING

Documents:

2024-12-20_ORD 15097_Zoning Text Amendment
(SCL 11.20.24).pdf
2024-12-20_ORD 15097_Memo for Chapter 156
Amendments.pdf

1.1. MOTION TO WAIVE THE 3RD READING OF ORDINANCE 15097 TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA, CHAPTER 156: ZONING

J. DISCUSSION

1. REQUEST FOR ADDITIONAL LOST FUNDS FOR ADMINISTRATION OF AN EMPLOYEE SURVEY

Documents:

2024-12-20_DISCUSSION1_Memo National Employee
Survey 12.20.24.pdf
2024-12-20_DISCUSSION1_Summary Results of last
Employee Survey.pdf
2024-12-20_DISCUSSION1_Polco - The National
Employee Survey _ Marshalltown IA.pdf
2024-12-20_DISCUSSION1_Polco Software and
Services Agreement.pdf

2. REQUEST FOR LOST FUNDS FOR A COMMUNITY SOLID WASTE STUDY

Documents:

2024-12-20_DISCUSSION2_Memo Solid Waste Study
12.20.24.pdf
2024-12-20_DISCUSSION2_Marshalltown Waste
Management SOW 12.24.pdf
2024-12-20_DISCUSSION2_Marshalltown Waste
Management Budget Proposal_12 11 2024.pdf
2024-12-20_DISCUSSION2_Solid Waste Study
Timeline.pdf

K. CLOSED SESSION - PERSONNEL

Closed session pursuant to Section 21.5, Subsection (1) Paragraph
(i) OF THE CODE OF IOWA to evaluate the professional

competency of an individual whose appointment, hiring, performance or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session. The City of Marshalltown has an attorney-client relationship with Lynch Dallas P.C., by Council Resolution 2022-161, approved 06/13/22. There may be council action by motion following the closed session if directed by the city's attorney.

**1. RESOLUTION 2024-291 APPOINTING
_____ AS THE CITY OF MARSHALLTOWN
PARK & RECREATION DIRECTOR**

Documents:

[2024-12-20_2024-291_Resolution Appointing Parks
and Recreation Director.pdf](#)

L. ADJOURNMENT

MISSION STATEMENT

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

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



**MARSHALLTOWN
MORE THAN EVER**

**COUNCIL PROCEEDINGS
DECEMBER 9, 2024**

Mayor Greer called the meeting to order at 5:30 p.m., December 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, Thompson. Public comments for items not on the agenda were provided. Mayor, Council, and Administrator comments were provided.

CONSENT AGENDA

Motion by Schneider, second by Nichols to adopt the consent agenda less item 6: APPROVE MINUTES 11/25/24 MEETING AND BILL LIST \$1,687,692.32; APPROVE ALCOHOL LICENSE RENEWAL FOR B.P.O.E. LODGE #12 (ELKS), 101 W CHURCH ST; APPROVE JULY 2024 FINANCIAL STATEMENTS; RECEIPT OF BUILDING & TRADE PERMIT REPORT-NOVEMBER 2024; RESOLUTION 2024-270 SETTING PUBLIC HEARING FOR AN AMENDMENT TO CHAPTER 156 ZONING; RESOLUTION 2024-272 ACKNOWLEDGING RELEASE AND DISCHARGE OF LIEN WITH RACOM PROPERTIES, L.L.C. FOR ANNUAL APPROPRIATION TAX INCREMENT REVENUES FOR 11 EAST CHURCH ST KNOWN AS THE MAX BUILDING; RESOLUTION 2024-273 APPROVING CONTRACT CHANGE ORDER #2 FOR THE PARKING LOT T RECONSTRUCTION #PLT23003, A DECREASE OF \$6,120.90; RESOLUTION 2024-274 APPROVING ENGINEER'S CERTIFICATE OF COMPLETION AND ACCEPTING CON-STRUCT, INC FOR THE 2024 PARKING LOT T RECONSTRUCTION PROJECT #PLT23003; RESOLUTION 2024-275 TO DELAY CONSIDERATION FOR ACCEPTING BID AND AUTHORIZING THE AWARD OF CONTRACT FOR THE WATER PLAZA PROJECT NO. PRK 22-004 IN THE CITY OF MARSHALLTOWN, IOWA TO THE NEXT CITY COUNCIL MEETING; RESOLUTION 2024-276 RESOLUTION TO DELAY CONSIDERATION FOR ACCEPTING BID AND AUTHORIZING THE AWARD OF CONTRACT FOR THE LINN CREEK TRAILHEAD AND BRIDGE PROJECT NO. TRL24001 AND TRL24002, IN THE CITY OF MARSHALLTOWN, IOWA TO THE NEXT CITY COUNCIL MEETING. Motion carried 7-0.

Motion by Schneider, second by Ladehoff to adopt RESOLUTION 2024-271 APPROVING AN AMENDED PUBLIC SERVICE AGREEMENT WITH MARSHALL CEMETERY ASSOCIATION dba RIVERSIDE CEMETERY. Deirdre Gruendler, Acting General Manager of Riverside Cemetery advised the amendment is to change the funding for a well to a pipeline for the water supply to Lake Woodmere. Motion carried 7-0.

REPORTS

David Hicks, YSS Director provided a year to date report for the MPACT program. Through November there were 245 calls for service with 1,056 follow-up visits with 2,000 contacts. Of the calls for service, 30% were for homelessness, 18% for mental health and 16% for juvenile issues. Program Advocate Susie Reed shared a text message she received from a client thanking her for helping them in a mental health crisis. David will be presenting about the program at the National Co-Responder Conference.

MOTIONS

Motion by Schneider, second by Nichols to RESCHEDULE THE 12/23 CITY COUNCIL MEETING TO 12/20 AT NOON. Motion carried 7-0.

RESOLUTIONS

Mayor Greer opened a public hearing at 5:56 pm on the Urban Renewal Plan Amendment for the Marshalltown Urban Renewal Area No. 4. No written or public comments were received. The public hearing was closed at 5:57 pm. Motion by Schneider, second by Ladehoff to adopt RESOLUTION 2024-277 TO APPROVE URBAN RENEWAL PLAN AMENDMENT FOR THE MARSHALTOWN URBAN RENEWAL AREA NO. 4. Motion carried 7-0.

Mayor Greer opened a public hearing at 5:58 pm on an amended Economic Development Support Agreement with Marshalltown Central Business District, Inc., Authorizing Tax Increment Payments and Pledging Certain Tax Increments Revenues to the Payment of the Agreement. No written or public comments were received. The public hearing was closed at 5:59 pm. Motion by Ladehoff, second by Schneider to adopt RESOLUTION 2024-278 TO APPROVE AN AMENDED ECONOMIC DEVELOPMENT SUPPORT AGREEMENT WITH MARSHALLTOWN CENTRAL BUSINESS DISTRICT, INC., AUTHORIZING TAX INCREMENT PAYMENTS AND PLEDGING CERTAIN TAX INCREMENT REVENUES TO THE PAYMENT OF THE AGREEMENT. Motion carried 7-0.

ORDINANCES

Motion by Ladehoff, second by Schneider to adopt the first reading of ORDINANCE 15097 TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA, CHAPTER 156: ZONING. Jon Boston, Chairman of the Plan and Zoning Commission provided a summary of the changes to include setbacks for Public Institution (PI) districts, allowing ground solar through a special use permit in PI districts, prohibiting filling stations in PI historic district, requiring permission from adjacent residential property owners within 300 feet of a ground solar installation in a PI district, allowing one non-resident employee for a home occupation, adding a violation section for home occupation, setting requirements for swimming pools, correcting pole sign requirements and updating definitions for the changes. The public hearing on the amendment is scheduled for 12/20 at noon. Motion carried 7-0.

DISCUSSION

Alicia Hunter, City Clerk presented a request for technology improvements for agenda and meeting management and codification through the City's website. Motion by Fonseca, second by Schneider to adopt all of the technology options to include translation services. Amended motion by Schneider, second by Thompson to dual post the live stream through the technology upgrade and on our current YouTube Channel. Motion carried 4-3, Fonseca, Ladehoff, Mitchell dissenting. Amended motion by Nichols, second by Thompson to strike the Civic Media package and continue with YouTube only. Motion carried 4-3, Fonseca, Kell, Schneider dissenting. Original motion as amendment to implement Civic Clerk, Live Meeting Manager and Municode carried 5-2, Fonseca and Mitchell dissenting.

Diana Steiner, Finance Director requested direction on the use of the remaining American Rescue Plan (ARPA) Funds. At the previous council meeting, staff were directed to allocate an additional \$200,000 to the MPACT program to total \$600,000 and the option for any remaining funds. It is

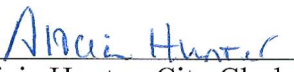
projected MPACT may not spend the entire allocation before the ARPA deadline. Motion by Nichols, second by Mitchell to allocate \$550,000 ARPA funds to MPACT and \$50,000 to existing project expenses that have occurred. Amended motion by Schneider, second by Ladehoff to allocate \$68,000 of ARPA funds to the Linn Creek Projects. Motion carried 5-2, Mitchell and Thompson dissenting. Amended motion by Schneider, second by Thompson to allocate up to \$50,000 in council-designated local option sales tax to the MPACT program for funding through 12/31/26. Motion carried 7-0. Original motion as amended to provide \$550,000 ARPA and \$50,000 council-designated local option sales tax to MPACT and \$68,000 remaining ARPA funds to the Linn Creek District projects. Motion carried 7-0.

ADJOURNMENT

The meeting adjourned at 7:01 p.m.

Respectfully Submitted,

CITY OF MARSHALLTOWN, IOWA



Alicia Hunter, City Clerk

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

BILL LIST 12/20/24

Advertising

FirstIntBank/6	1,789.23
TR/1	165.30

Consulting & Professional Fees

Bolton&Menk.Inc/2	44,992.50
Eocene Envir Gr/1	2,500.00
FirstIntBank/1	75.00
IA Pub Defender/1	314.78
Iowa.One.Call/3	1,575.60
Sams.Club/1	34.93
Snyder.Associat/3	50,900.00
YSS Grants Bill/1	13,120.57

Contracts

A-1.Pest/2	65.00
Alliant.Energy/1	1,610.53
AVERY,L/1	6,050.00
Axon.Ent/1	100,000.00
Cellebrite.Inc/1	8,400.00
City.Laundering/2	157.24
Construct/2	350,440.13
Eocene Envir Gr/1	2,260.40
FirstIntBank/5	864.01
Hanke,R/1	105.50
Ind.Ag.Services/1	1,283.40
Kriss.Premium/1	100.00
KuehnerConstruc/1	590.00
Marco.Holdings/1	185.00
Marsh.Co.Landfi/1	412.00
Mtwn.Alarm.Inc./2	715.00
Premier.Equip/3	497.59
Safe Building/1	6,070.00
Schendel.Pest.C/8	235.76
Schumacher.Elev/3	977.99
Sensys Gatso/1	8,715.00
Servicemaster/1	1,934.00
Stericycle.Inc/2	140.11
Velocity.EHS/2	2,120.74
Woodman.Control/1	1,100.00
WRH Inc/1	543,989.03
Xerox Corp/2	74.65
Ziegler/1	2,262.47

Debt Service

UMB.Bank.NA/13	4,550.00
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Library Books

Baker & Taylor/38	2,295.81
BRODART.CO/7	1,084.33
Cengage.Learn/5	481.45
ClearLake Libra/1	12.99
FirstIntBank/24	529.39
Proquest.Info/1	1,155.20

Medical

HARTFORD.ACCTS/2	6,767.84
Health.Partners/4	122,968.99

Rebates

Menards/1	-48.71
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Refund/Reimbursed

Baker & Taylor/2	39.05
Banes, McKenna/1	120.46
Bean, Joel/1	42.65
Boecker, Sara/1	27.11
BRODIN,M/1	38.04
Ekvall, Victor/1	41.21
FirstIntBank/3	6.58
Fox, Mandy/1	85.59
Hanna, Eliz/1	41.21
Health.Partners/1	-5.70
Hornberg, Kim/1	61.02
Jenkins, Teresa/1	85.59
Kutzner, Gary/1	57.06
Mondragon, Guad/1	39.63
Perez, Gricelda/1	93.52
Zahnd,S/1	196.54

Rents/Leases

SanDiegoHousing/1	1,069.00
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Service/Repairs

Armas, Vanessa/1	750.00
Cntrl.IA.Machin/1	1,120.00
FirstIntBank/68	8,858.22
Global Paymt/1	377.65
Granite Telecom/35	402.16
Heart.of.Iowa/3	891.66
Housing Auth Or/1	19.20
IA.Dept.Insp.Ap/2	300.00
IA.NAHRO/1	150.00
Karl of Mtown/4	8,891.77
Language.Line.S/1	1,487.62
LENZ,D/1	165.00
McAtee.Tire/3	350.00
Mediacom/1	469.06
Menards/2	25.27
Milestone Outdo/1	273.00
Mtwn.Wtrwrks/3	9,713.08
SanDiegoHousing/1	3.00
T.S.Y.S./2	488.46
Thiesens.Supply/5	17.97
Union Pac RR Co/1	250.00
Vajgrt.R/1	855.00
WW.Grainger/4	209.73

Sewer

Mtwn.Wtrwrks/3	751.79
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Supplies/Parts

AHLERS.COONEY/1	85.00
Arnold.Motor/7	332.32
Atcher, Larry/1	12.75
Bobcat.Ames/1	1,747.50
Cessford.Constr/1	137.94
City.Laundering/4	122.82
FirstIntBank/109	20,282.75
Galls.LLC/5	250.33
Gervich.Sons/1	60.20

BILL LIST 12/20/24

Gillig.LLC/7	1,423.36
HyVee.Accts/2	60.77
IA.D.O.T/1	2,124.50
IA.Prison.Ind/1	2,750.00
Interstate Batt/2	428.85
Jensen.Inc/1	55.00
Kiesler Police/1	5,611.84
Kriss.Premium/1	191.49
Marsh.Co.Engr/24	16,290.66
McAtee.Tire/3	921.39
Menards/16	1,236.50
Midland.Scienti/1	88.44
Mobotrex.Inc./1	4,924.00
Northern.Lights/1	924.49
Northern.Tool.E/1	224.91
Rainbow Carwash/5	1,002.48
Sams.Club/1	187.24
Thiesens.Supply/14	721.57
WW.Grainger/5	762.52
Travel/Training	
CottinghamButle/1	550.00
FirstIntBank/1	699.00
Utilities	
Alliant.Energy/40	38,903.28
Mtwn.Wtrwrks/15	2,505.71
WoodRiver.Enrgy/2	2,226.64
Wage Assignment	
Farias Moreira,/1	25.00
FirstIntBank/1	-16.04
Nunez,Margarita/1	30.00
TotalAdmin.Serv/6	6,928.51
Total/619	1,450,292.67

BILL LIST 12/20/24

Account Number	Vendor Name	Description (Item)	Amount
610.8016.5342.000	A-1 PEST CONTROL	Sewer dept fall service	\$ 39.00
740.8065.5342.000	A-1 PEST CONTROL	Sewer dept fall service	\$ 26.00
001.6025.5460.000	Ahlers & Cooney	Employment law seminar	\$ 85.00
001.1030.5481.000	Alliant Energy	2801 S 12th St EMG Sirens	\$ 25.54
001.2020.5481.000	Alliant Energy	NE corner S 1st Ave / Church St parking lot	\$ 36.57
001.4030.5481.000	Alliant Energy	Riverview Park east side	\$ 144.25
001.4030.5481.000	Alliant Energy	402 Woodland St Bath House	\$ 124.64
001.4030.5481.000	Alliant Energy	407 Marion St	\$ 26.21
001.4030.5481.000	Alliant Energy	801 WOODLAND ST SHOP	\$ 40.83
001.4030.5481.000	Alliant Energy	602 W Merle Hibbs Blvd	\$ 22.69
001.4030.5482.000	Alliant Energy	402 Woodland St Bath House	\$ 34.65
001.4030.5482.000	Alliant Energy	Reunion Hall	\$ 63.59
001.4030.5482.000	Alliant Energy	905 E MAIN ST PARK SHOP	\$ 113.02
001.4030.5482.000	Alliant Energy	402 Woodland St Comm Bldg	\$ 63.59
110.2010.5481.000	Alliant Energy	2107 S Center St irrigation system	\$ 24.20
110.2010.5481.000	Alliant Energy	905 E Main PW Bldg	\$ 1,006.60
110.2030.5481.000	Alliant Energy	HWY 14 & HWY 30 St Lights	\$ 79.31
110.2030.5481.000	Alliant Energy	211 S 9th St Front Terrace	\$ 22.84
110.2040.5481.000	Alliant Energy	S Center St & W Berle	\$ 44.28
110.2040.5481.000	Alliant Energy	N 18TH AVE & E MAIN	\$ 32.61
110.2040.5481.000	Alliant Energy	13 S 13th St cnr Main St	\$ 41.03
110.2040.5481.000	Alliant Energy	S 12TH AVE E OLIVE ST	\$ 41.31
110.2040.5481.000	Alliant Energy	S Center St North of Mall	\$ 51.24
110.2040.5481.000	Alliant Energy	N 3rd Ave Cnr State	\$ 113.95
110.2040.5481.000	Alliant Energy	W Southridge Rd Cnr Center	\$ 42.58
110.2040.5481.000	Alliant Energy	S Center St Corner of Hibbs	\$ 48.08
110.2040.5481.000	Alliant Energy	Riverside Dr cnr 3rd Ave	\$ 34.52
110.2040.5481.000	Alliant Energy	S Center St cnr Olive St	\$ 44.38
110.2040.5481.000	Alliant Energy	502 E Southridge Rd	\$ 23.59
364.2020.5342.000	Alliant Energy	Parking lot T tornado siren OH to UG conversion	\$ 1,610.53
610.8015.5481.000	Alliant Energy	N 3rd Ave River Sign	\$ 28.02
610.8015.5481.000	Alliant Energy	Riverview Park liftstation	\$ 94.59
610.8015.5481.000	Alliant Energy	1001 Woodland St Water Pollution	\$ 26,759.86
610.8015.5481.000	Alliant Energy	JBS 402 N 10TH AVE	\$ 22.69
610.8015.5482.000	Alliant Energy	1001 WOODLAND ST DISP PLANT	\$ 6,988.27
610.8016.5481.000	Alliant Energy	608 Turner St Pump Station	\$ 290.66
610.8016.5481.000	Alliant Energy	S 12th Ave corner of E Main St	\$ 170.50
610.8016.5481.000	Alliant Energy	Marion St - WPCP	\$ 206.56
610.8016.5481.000	Alliant Energy	1511 Rolling Meadows Rd	\$ 142.71
610.8016.5482.000	Alliant Energy	1001 Woodland St Shed	\$ 175.85
690.8050.5481.000	Alliant Energy	905 E Main PW Bldg	\$ 671.07
740.8065.5481.000	Alliant Energy	301 N 18TH AVE LIFTSTATION	\$ 417.17
740.8065.5481.000	Alliant Energy	N 3rd Ave - WPCP	\$ 448.78
750.8070.5481.000	Alliant Energy	901 Woodland St Compost Pile	\$ 140.45
181.3040.5433.000	Armas, Vanessa	LHRP - Tenant Relocation_PRC24010	\$ 750.00
001.1071.5565.000	Arnold Motor Supply	Engine oil filters for City vehicles	\$ 6.17
001.1075.5565.000	Arnold Motor Supply	Engine oil filters for City vehicles	\$ 9.25
001.2020.5565.000	Arnold Motor Supply	Engine oil filters for City vehicles	\$ 2.72
001.6050.5565.000	Arnold Motor Supply	Engine oil filters for City vehicles	\$ 6.17
110.2010.5600.000	Arnold Motor Supply	hydraulic couplers	\$ 153.82
110.2010.5600.000	Arnold Motor Supply	Street dept aerosol cans	\$ 82.30
110.2010.5600.000	Arnold Motor Supply	Truck 41 back up alarm	\$ 71.89
110.2060.5685.000	Atcher, Larry	survey marking chalk	\$ 12.75
740.8065.5342.000	Avery, Lars	Fall treatment of retention ponds	\$ 6,050.00
121.1010.5750.000	Axon Enterprise Inc	AXON PD Body Cams & Tasers	\$ 100,000.00
030.4010.5732.000	Baker & Taylor Inc	Adult non fiction or fiction books	\$ 17.10
030.4010.5732.000	Baker & Taylor Inc	Adult non fiction or fiction books	\$ 93.36
030.4010.5732.000	Baker & Taylor Inc	Adult non fiction or fiction books	\$ 187.12
030.4010.5732.000	Baker & Taylor Inc	Adult non fiction or fiction books	\$ 15.95
030.4010.5732.000	Baker & Taylor Inc	Adult non fiction or fiction books	\$ 242.68
030.4010.5732.000	Baker & Taylor Inc	Adult non fiction or fiction books	\$ 52.43

030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$	71.20
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$	55.68
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$	29.71
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$	219.45
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$	49.58
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$	16.53
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$	113.43
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$	179.21
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$	17.10
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$	25.63
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$	196.37
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$	24.00
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$	50.40
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$	15.96
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$	15.96
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$	92.93
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$	29.05
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$	16.52
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$	40.23
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$	10.19
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$	101.46
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$	4.80
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$	18.24
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$	25.65
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$	4.79
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$	45.01
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$	76.19
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$	18.53
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$	28.45
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$	19.95
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$	17.07
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$	57.90
170.4010.5734.000 Baker & Taylor Inc	MEMORIAL BOOK	\$	18.53
170.4010.5734.000 Baker & Taylor Inc	Memorial book	\$	20.52
610.8015.5980.000 Banes, McKenna	Sewer refund plumbing issue	\$	120.46
610.8015.5980.000 Bean, Joel	Sewer refund lawn and landscape watering	\$	42.65
001.2050.5565.000 Bobcat of Ames	Parks Bobcat bristles	\$	1,747.50
001.4010.5980.000 Boecker, Sara	damaged book, fee, lost book returned	\$	27.11
364.4030.5233.000 Bolton & Menk Inc	Water Plaza Construction Contract	\$	14,302.50
364.4030.5233.000 Bolton & Menk Inc	Riverview Park - Design Amend & Const Engr On Call	\$	30,690.00
030.4010.5732.000 Brodart Co	Juvenile books	\$	154.23
030.4010.5732.000 Brodart Co	Juvenile books	\$	115.60
030.4010.5732.000 Brodart Co	Juvenile books	\$	73.79
030.4010.5732.000 Brodart Co	Juvenile books	\$	411.78
030.4010.5732.000 Brodart Co	Juvenile books	\$	85.56
030.4010.5732.000 Brodart Co	Juvenile books	\$	90.35
030.4010.5732.000 Brodart Co	Juvenile books	\$	153.02
610.8015.5980.000 Brodin, Matthew	Sewer refund watering seed	\$	38.04
001.1010.5344.000 CELLEBRITE INC	3/2/25-3/1/26 Inseyets Pro UFED subscription	\$	8,400.00
170.4010.5732.000 CENGAGE LEARNING INC	Tye grant books	\$	83.22
170.4010.5732.000 CENGAGE LEARNING INC	Tye grant books	\$	72.12
170.4010.5732.000 CENGAGE LEARNING INC	Tye grant books	\$	83.96
170.4010.5732.000 CENGAGE LEARNING INC	Tye grant books	\$	97.46
170.4010.5732.000 CENGAGE LEARNING INC	Tye grant books	\$	144.69
110.2050.5410.000 Central Iowa Machine Shop Inc	Snowblower #55 fan blades	\$	1,120.00
610.8016.5600.000 CESSFORD CONSTRUCTION COMPANY	Sewer dept clean stone	\$	137.94
110.2010.5342.000 CITY LAUNDERING COMPANY	cleaning and insurance	\$	129.36
110.2010.5342.000 CITY LAUNDERING COMPANY	cleaning and insurance	\$	27.88
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
001.4010.5733.000 Clear Lake Public Library	Blood Rite lost book	\$	12.99
363.2012.5342.000 CONSTRUCT INC	STR21004 State Street Reconst 11/01/24-11/30/24	\$	272,706.38

364.4030.5342.000 CONSTRUCT INC	Riverview Park Phase 1 Const 11/1/24-11/30/24	\$ 77,733.75
001.1010.5475.000 Cottingham & Butler Insurance Services Inc	Civil service review Police Captain & lieutenant	\$ 550.00
610.8015.5980.000 Ekvall, Victor	Sewer refund water seed and trees	\$ 41.21
001.5020.5230.000 Eocene Environmental Group Inc	Brownfield Grant Application Assistance	\$ 2,500.00
133.2900.5342.000 Eocene Environmental Group Inc	EPA Brownfields Assistance Program	\$ 2,260.40
999.1166.000 Farias Moreira, Wilson Ramon	Parking ticket overpayment	\$ 25.00
001.1010.4875.000 First Interstate Bank	bank/vendor savings program	\$ (0.15)
001.1010.4875.000 First Interstate Bank	bank/vendor savings program	\$ (15.95)
001.1010.5132.000 First Interstate Bank	PATROL HAT	\$ 76.68
001.1010.5132.000 First Interstate Bank	GLOVES FOR PATROL	\$ 394.35
001.1010.5210.000 First Interstate Bank	RECRUITMENT ADVERTISING	\$ 24.00
001.1010.5210.000 First Interstate Bank	RECRUITMENT ADVERTISING	\$ 44.00
001.1010.5210.000 First Interstate Bank	RECRUITMENT ADVERTISING	\$ 80.00
001.1010.5230.000 First Interstate Bank	INTEL REQUESTS	\$ 75.00
001.1010.5280.000 First Interstate Bank	DIGITAL CREATOR MONTHLY SUBSCRIPTION	\$ 14.99
001.1010.5280.000 First Interstate Bank	NOTARY RENEWAL	\$ 30.00
001.1010.5360.000 First Interstate Bank	POSTAGE	\$ 6.45
001.1010.5360.000 First Interstate Bank	POSTAGE	\$ 12.48
001.1010.5360.000 First Interstate Bank	POSTAGE	\$ 12.90
001.1010.5360.000 First Interstate Bank	POSTAGE	\$ 19.99
001.1010.5370.000 First Interstate Bank	BUSINESS CARDS	\$ 41.98
001.1010.5450.000 First Interstate Bank	MONTHLY PHONE CHARGES	\$ 700.50
001.1010.5460.000 First Interstate Bank	TRAINING REGISTRATION	\$ 495.00
001.1010.5460.000 First Interstate Bank	TRAINING REGISTRATION	\$ 1,100.00
001.1010.5460.000 First Interstate Bank	TRAINING REGISTRATION	\$ 1,125.00
001.1010.5570.000 First Interstate Bank	FUEL	\$ 34.77
001.1010.5570.000 First Interstate Bank	FUEL	\$ 31.24
001.1010.5570.000 First Interstate Bank	FUEL	\$ 34.11
001.1010.5600.000 First Interstate Bank	Fire dept wall calendars	\$ 28.47
001.1010.5600.000 First Interstate Bank	EQUIPMENT FOR THE RANGE	\$ 39.99
001.1010.5600.000 First Interstate Bank	GUN CASE FOR SWAT	\$ 99.99
001.1010.5600.000 First Interstate Bank	GUN CASE FOR SWAT	\$ 99.99
001.1010.5600.000 First Interstate Bank	BREAK ROOM SUPPLIES & USBC TO HDMI CORD	\$ 36.88
001.1010.5600.000 First Interstate Bank	BATTERIES FOR PATROL	\$ 44.94
001.1010.5600.000 First Interstate Bank	DOG CATCHING POLE	\$ 148.38
001.1010.5600.000 First Interstate Bank	EVIDENCE TECH SUPPLIES	\$ 532.59
001.1010.5600.000 First Interstate Bank	SWAT EQUIPMENT	\$ 1,725.25
001.1010.5600.000 First Interstate Bank	JANITOR SUPPLIES	\$ 545.79
001.1010.5600.000 First Interstate Bank	SWAT EQUIPMENT	\$ 155.00
001.1010.5600.000 First Interstate Bank	CELL PHONE LOCKER	\$ 387.85
001.1010.5605.000 First Interstate Bank	INK CARTRIDGES	\$ 59.30
001.1010.5703.000 First Interstate Bank	HARD DRIVE FOR DETECTIVES	\$ 169.99
001.1010.5718.000 First Interstate Bank	WEAPON LIGHT	\$ 154.74
001.1010.5718.000 First Interstate Bank	HELMET LIGHT FOR SWAT	\$ 138.79
001.1050.5450.000 First Interstate Bank	ATT Firstnet cell services	\$ 540.32
001.1050.5600.000 First Interstate Bank	Fire Chief note cards	\$ 53.95
001.1050.5600.000 First Interstate Bank	Vistaprint	\$ 42.78
001.1050.5600.000 First Interstate Bank	Fire dept detergent	\$ 80.76
001.1050.5600.000 First Interstate Bank	Fire dept batteries	\$ 67.65
001.1050.5600.000 First Interstate Bank	Vistaprint Fire Chief business cards	\$ 37.43
001.1071.5360.000 First Interstate Bank	USPS Postage- rental inspection/ finance	\$ 103.66
001.1071.5360.000 First Interstate Bank	USPS postage stamps	\$ 100.00
001.1071.5360.000 First Interstate Bank	Online postage	\$ 100.00
001.1071.5360.000 First Interstate Bank	Endicia postage	\$ 100.00
001.1071.5605.000 First Interstate Bank	Housing- calendars	\$ 10.60
001.1075.5360.000 First Interstate Bank	USPS postage stamps	\$ 100.00
001.1075.5360.000 First Interstate Bank	Endica online postage	\$ 200.00
001.1075.5360.000 First Interstate Bank	Online postage	\$ 100.00
001.1075.5360.000 First Interstate Bank	Endicia postage	\$ 100.00
001.1075.5360.000 First Interstate Bank	Endicia online postage fee	\$ 9.95
001.1075.5450.000 First Interstate Bank	Nuisance dept iPad	\$ 41.27
001.1075.5450.000 First Interstate Bank	Nuisance - Clawson cell phone	\$ 298.12
001.1075.5605.000 First Interstate Bank	Housing- calendars	\$ 12.16
001.1099.5410.000 First Interstate Bank	Amazon PD/FD gym ceiling fan controls	\$ 49.99

001.2080.5410.000 First Interstate Bank	Plumb Supply Airport water heater - mntnce bldg	\$	743.83
001.2080.5410.000 First Interstate Bank	Plumb Supply double credit	\$	(44.64)
001.2080.5410.000 First Interstate Bank	Plumb Supply double credit	\$	(44.64)
001.4010.5210.000 First Interstate Bank	advertising for 2 programs	\$	32.72
001.4010.5342.000 First Interstate Bank	Bi-monthly pest control	\$	66.81
001.4010.5342.000 First Interstate Bank	shredding services	\$	118.20
001.4010.5343.000 First Interstate Bank	hotel for program presenter	\$	123.20
001.4010.5343.000 First Interstate Bank	hotel for program presenter	\$	123.20
001.4010.5360.000 First Interstate Bank	postage	\$	5.38
001.4010.5360.000 First Interstate Bank	postage	\$	5.11
001.4010.5360.000 First Interstate Bank	postage	\$	16.04
001.4010.5360.000 First Interstate Bank	postage	\$	22.00
001.4010.5360.000 First Interstate Bank	postage	\$	7.69
001.4010.5360.000 First Interstate Bank	postage	\$	5.11
001.4010.5360.000 First Interstate Bank	postage	\$	19.48
001.4010.5360.000 First Interstate Bank	postage	\$	24.59
001.4010.5450.000 First Interstate Bank	AT&T charges	\$	33.52
001.4010.5450.000 First Interstate Bank	internet	\$	139.19
001.4010.5470.000 First Interstate Bank	homeless training webinars	\$	699.00
001.4010.5600.000 First Interstate Bank	paper products, cleaning supplies	\$	54.55
001.4010.5601.000 First Interstate Bank	program supply - pizza	\$	44.25
001.4010.5605.000 First Interstate Bank	office supplies - tape refills	\$	8.70
001.4010.5605.000 First Interstate Bank	office supplies - markers	\$	9.51
001.4010.5605.000 First Interstate Bank	office supplies - bottled water	\$	48.20
001.4010.5612.000 First Interstate Bank	ethernet cables	\$	50.90
001.4010.5703.000 First Interstate Bank	cases for hotspots	\$	161.91
001.4010.5718.000 First Interstate Bank	microphone stand supplies	\$	9.89
001.4010.5718.000 First Interstate Bank	microphone stand	\$	30.47
001.4010.5718.000 First Interstate Bank	wireless microphone	\$	514.00
001.4010.5718.000 First Interstate Bank	microphone cables	\$	12.89
001.4030.5132.000 First Interstate Bank	Clothing Allowance	\$	101.23
001.4030.5132.000 First Interstate Bank	Clothing Allowance	\$	49.98
001.4030.5251.000 First Interstate Bank	Pgrnd Safety Inspector Course	\$	625.00
001.4030.5489.000 First Interstate Bank	Safety Equipment - Winter gear	\$	219.98
001.4040.5601.000 First Interstate Bank	Program Supplies - Indoor Pool	\$	122.99
001.4045.5460.000 First Interstate Bank	Conference Expense - AFO Course	\$	350.00
001.4065.5600.000 First Interstate Bank	Operating Supplies - Storage	\$	33.03
001.4065.5600.000 First Interstate Bank	Operating Supplies - Paper Towels	\$	169.90
001.4066.5280.000 First Interstate Bank	Membership Dues	\$	110.00
001.4066.5600.000 First Interstate Bank	Operating Supplies - Cleaning	\$	232.90
001.4066.5613.000 First Interstate Bank	Resale Merchandise - Concession	\$	176.40
001.4066.5613.000 First Interstate Bank	Resale Merchandise - Concession	\$	56.08
001.4066.5613.000 First Interstate Bank	Resale Merchandise - Concession	\$	30.96
001.4066.5613.000 First Interstate Bank	Resale Merchandise - Concession	\$	188.37
001.4066.5613.000 First Interstate Bank	Resale Merchandise - Concession	\$	32.95
001.4066.5613.000 First Interstate Bank	Resale Merchandise - Concession	\$	38.18
001.4066.5613.000 First Interstate Bank	Resale Merchandise - Concession	\$	53.80
001.5040.5605.000 First Interstate Bank	Housing- calendars	\$	12.16
001.6020.5210.000 First Interstate Bank	Column - Times Republican public notices	\$	540.45
001.6020.5210.000 First Interstate Bank	Column - Times Republican public notices	\$	1,068.06
001.6020.5360.000 First Interstate Bank	USPS - Postage Stamps	\$	732.55
001.6021.5360.000 First Interstate Bank	USPS Postage- rental inspection/ finance	\$	334.34
001.6051.5410.000 First Interstate Bank	Amazon Carnegie bld window film	\$	22.99
001.6051.5410.000 First Interstate Bank	Amazon Carngie bldg light bulbs	\$	30.27
001.6051.5611.000 First Interstate Bank	Tri State Lock service padlocks, keys	\$	35.00
030.4010.5732.000 First Interstate Bank	juvenile books	\$	6.99
030.4010.5732.000 First Interstate Bank	juvenile books	\$	11.30
030.4010.5732.000 First Interstate Bank	juvenile books	\$	7.81
030.4010.5732.000 First Interstate Bank	juvenile books	\$	26.52
030.4010.5732.000 First Interstate Bank	juvenile books	\$	26.91
030.4010.5732.000 First Interstate Bank	lost and replaced books	\$	30.67
030.4010.5732.000 First Interstate Bank	refund for unacceptable book	\$	(6.37)
030.4010.5732.000 First Interstate Bank	refund for unacceptable book	\$	(9.92)
030.4010.5732.000 First Interstate Bank	adult non-fiction books	\$	44.71

030.4010.5732.000 First Interstate Bank	adult fiction books	\$	7.18
030.4010.5732.000 First Interstate Bank	adult fiction books	\$	106.15
030.4010.5732.000 First Interstate Bank	lost and replaced books	\$	14.99
030.4010.5732.000 First Interstate Bank	adult fiction books	\$	13.44
030.4010.5732.000 First Interstate Bank	lost and replaced books	\$	6.86
030.4010.5732.000 First Interstate Bank	juvenile books	\$	27.75
030.4010.5732.000 First Interstate Bank	juvenile books	\$	25.09
030.4010.5732.000 First Interstate Bank	juvenile books	\$	29.05
030.4010.5732.000 First Interstate Bank	juvenile books	\$	25.80
030.4010.5732.000 First Interstate Bank	juvenile books	\$	48.07
110.2010.5450.000 First Interstate Bank	Street dept iPads	\$	82.54
110.2010.5450.000 First Interstate Bank	Verizon - Street and Sewer cell services	\$	51.85
110.2010.5718.000 First Interstate Bank	Amazon coupling links	\$	125.25
110.2010.5718.000 First Interstate Bank	Amazon LED lights	\$	236.48
110.2010.5718.000 First Interstate Bank	Amazon heavy duty dolly, lithium batteries	\$	294.60
110.2030.5600.000 First Interstate Bank	Tri State Lock service padlocks, keys	\$	96.00
110.2030.5718.000 First Interstate Bank	Amazon hex keys	\$	8.54
110.2040.5450.000 First Interstate Bank	electrical inspections	\$	61.96
110.2040.5600.000 First Interstate Bank	Tri State Lock service padlocks, keys	\$	96.00
110.2040.5718.000 First Interstate Bank	Amazon hex keys	\$	8.54
110.2060.5450.000 First Interstate Bank	Engineering GPS, JetPak, cell phones	\$	172.46
110.2060.5450.000 First Interstate Bank	Engineering GIS	\$	11.56
110.2060.5600.000 First Interstate Bank	Menards 3rd floor carnegie bldg batteries	\$	42.75
110.2060.5605.000 First Interstate Bank	Amazon office supplies, external hard drive	\$	20.22
110.2060.5612.000 First Interstate Bank	Amazon SD card for Traffic counter	\$	99.99
110.2060.5612.000 First Interstate Bank	Amazon office supplies, external hard drive	\$	79.99
140.4030.5718.000 First Interstate Bank	Minor Equipment - Display Mount	\$	513.98
153.1010.5321.000 First Interstate Bank	TRAINING REGISTRATION FOR K9 OFFICERS	\$	600.00
170.4010.5450.000 First Interstate Bank	Hotspots for library	\$	400.10
170.4010.5732.000 First Interstate Bank	DVDs	\$	9.10
170.4010.5732.000 First Interstate Bank	DVDs	\$	23.72
170.4010.5732.000 First Interstate Bank	DVDs	\$	39.83
170.4010.5732.000 First Interstate Bank	DVDs	\$	4.19
170.4010.5732.000 First Interstate Bank	Large-Type books	\$	9.55
170.4010.5734.000 First Interstate Bank	memorial book	\$	22.68
181.3040.5605.000 First Interstate Bank	note pads and shipping labels	\$	54.40
181.3040.5605.000 First Interstate Bank	Housing desk calendars	\$	19.82
184.5030.5360.000 First Interstate Bank	USPS postage stamps	\$	165.00
184.5030.5360.000 First Interstate Bank	Endica online postage	\$	100.00
184.5030.5360.000 First Interstate Bank	Online postage	\$	100.00
184.5030.5360.000 First Interstate Bank	Endicia postage	\$	100.00
184.5030.5605.000 First Interstate Bank	Housing- calendars	\$	12.16
341.5010.5609.000 First Interstate Bank	Operating Supplies - Tree Guards	\$	427.00
364.2020.5348.000 First Interstate Bank	Amazon sign base for T lot	\$	239.88
610.8015.5132.000 First Interstate Bank	DRAPER - 3 JEANS	\$	106.79
610.8015.5132.000 First Interstate Bank	R. FOGT - SWEATSHIRT	\$	59.99
610.8015.5251.000 First Interstate Bank	GRADE 3 OPERATOR EXAM FEE - D. DRAPER	\$	32.29
610.8015.5251.000 First Interstate Bank	WATER USE PERMIT APPLICATION	\$	350.00
610.8015.5344.000 First Interstate Bank	MONTHLY LIFTMASTER SUBSCRIPTION	\$	39.50
610.8015.5360.000 First Interstate Bank	POSTAGE FOR LAB SHIPMENT	\$	13.90
610.8015.5360.000 First Interstate Bank	ROLL OF STAMPS	\$	73.00
610.8015.5450.000 First Interstate Bank	WPCP cell services	\$	104.92
610.8015.5450.000 First Interstate Bank	DECEMBER 2024 MEDIACOM ONLINE	\$	75.00
610.8015.5600.000 First Interstate Bank	MISC. SMALL TOOLS/PARTS/EQUIPMENT	\$	688.09
610.8015.5600.000 First Interstate Bank	GENERATOR BATTERY CHARGER	\$	177.54
610.8015.5600.000 First Interstate Bank	PUSH BUTTON CONTROL STATION FOR SCREEN ROOM	\$	115.02
610.8015.5600.000 First Interstate Bank	Boiler room parts	\$	776.55
610.8015.5600.000 First Interstate Bank	HEATING SYS. RELIEF VALVE	\$	335.85
610.8015.5600.000 First Interstate Bank	GRADUATED DIPPER (OP. USE FOR SAMPLES)	\$	56.04
610.8015.5600.000 First Interstate Bank	HOT WATER SYSTEM RELIEF VALVE	\$	109.86
610.8015.5600.000 First Interstate Bank	OIL TRANSFER PUMP	\$	562.41
610.8015.5600.000 First Interstate Bank	CLR CLEANER	\$	68.97
610.8015.5600.000 First Interstate Bank	CLEANING SUPPLIES & BATTERIES	\$	153.76
610.8015.5600.000 First Interstate Bank	MISC. PARTS/EQUIPMENT	\$	46.22

610.8015.5600.000 First Interstate Bank	OPERATING SUPPLIES & EQUIPMENT	\$	70.36
610.8015.5600.000 First Interstate Bank	SEAL/PAINT CAULK	\$	20.28
610.8015.5600.000 First Interstate Bank	EARMUFFS AND DRIVEWAY MARKERS	\$	141.62
610.8015.5600.000 First Interstate Bank	DRIVEWAY MARKERS	\$	28.95
610.8015.5600.000 First Interstate Bank	DIGESTER MIXER BELTS	\$	675.78
610.8015.5600.000 First Interstate Bank	CHAIR MAT	\$	39.85
610.8015.5600.000 First Interstate Bank	HOT WATER SYSTEM RELIEF VALVE	\$	174.71
610.8015.5603.000 First Interstate Bank	LAB - DMRQA STUDY	\$	100.00
610.8015.5603.000 First Interstate Bank	CONDUCTIVITY STANDARD & DIGESTION REAGENT	\$	252.85
610.8015.5605.000 First Interstate Bank	PENS & SHARPIES	\$	14.46
610.8015.5612.000 First Interstate Bank	UPS BATTERY BACKUP SURGE PROTECTORS FOR SCADA	\$	239.94
610.8015.5718.000 First Interstate Bank	CONFINDED SPACE FAN	\$	745.68
610.8015.5718.000 First Interstate Bank	#4 PRIMARY FLIGHT MOTOR	\$	610.19
610.8015.5718.000 First Interstate Bank	DIAGNOSTIC SCAN TOOL	\$	314.99
610.8016.5251.000 First Interstate Bank	Northland CDL training	\$	537.00
610.8016.5450.000 First Interstate Bank	Sanitary Sewer GIS	\$	17.74
610.8016.5450.000 First Interstate Bank	Sewer dept GPS	\$	24.76
610.8016.5450.000 First Interstate Bank	Sewer dept JetPak, iPad, laptop	\$	24.76
610.8016.5450.000 First Interstate Bank	Verizon - Street and Sewer cell services	\$	25.01
610.8016.5600.000 First Interstate Bank	BeMobile = phone case	\$	35.28
610.8016.5605.000 First Interstate Bank	Amazon office supplies, external hard drive	\$	12.13
610.8016.5615.000 First Interstate Bank	FUEL FILTER ELMNT, OIL FILTERS & AIR CLEANER	\$	138.84
690.8050.5718.000 First Interstate Bank	Amazon heavy duty dolly and drum pump	\$	386.84
740.8065.5251.000 First Interstate Bank	Northland CDL training	\$	358.00
740.8065.5450.000 First Interstate Bank	Storm Sewer GIS	\$	11.97
740.8065.5450.000 First Interstate Bank	Sewer dept JetPak, iPad, laptop	\$	16.51
740.8065.5450.000 First Interstate Bank	Sewer dept GPS	\$	16.51
740.8065.5450.000 First Interstate Bank	Verizon - Street and Sewer cell services	\$	16.67
740.8065.5600.000 First Interstate Bank	BeMobile = phone case	\$	23.52
740.8065.5605.000 First Interstate Bank	Amazon office supplies, external hard drive	\$	8.09
750.8070.5344.000 First Interstate Bank	MONTHLY LIFTMASTER SUBSCRIPTION	\$	39.50
999.1164.000 First Interstate Bank	Fraud credit	\$	(16.04)
610.8015.5980.000 Fox, Mandy	Sewer refund watering seed, sod, trees	\$	85.59
001.1010.5132.000 Galls LLC	Police dept employee clothing	\$	120.99
001.1010.5132.000 Galls LLC	PD employee clothing	\$	53.74
001.1050.5132.000 Galls LLC	Fire dept duty boots	\$	146.80
001.1050.5132.000 Galls LLC	overpayment on invoice	\$	(27.20)
001.1050.5132.000 Galls LLC	overpayment on invoice	\$	(44.00)
110.2010.5600.000 GERVICH & SONS INC	Street dept stock steel	\$	60.20
690.8050.5565.000 GILLIG LLC	wheel chair lift handle	\$	129.64
690.8050.5565.000 GILLIG LLC	seal plunger and safety clip	\$	11.36
690.8050.5565.000 GILLIG LLC	micro switch	\$	149.86
690.8050.5565.000 GILLIG LLC	bracket and solenoid assembly	\$	294.74
690.8050.5565.000 GILLIG LLC	internal water valve	\$	581.16
690.8050.5565.000 GILLIG LLC	voltage regulator	\$	458.60
690.8050.5565.000 GILLIG LLC	notched vee belt	\$	(202.00)
001.4030.5215.000 Globalpayments	Park & Rec credit card fee	\$	377.65
001.1010.5450.000 Granite Telecommunications LLC	Land Lines	\$	301.91
001.1010.5450.000 Granite Telecommunications LLC	land lines	\$	185.81
001.1050.5450.000 Granite Telecommunications LLC	Land Lines	\$	67.57
001.1050.5450.000 Granite Telecommunications LLC	Land Lines	\$	100.63
001.1070.5450.000 Granite Telecommunications LLC	Land Lines	\$	16.89
001.1071.5450.000 Granite Telecommunications LLC	Land Lines	\$	16.89
001.1075.5450.000 Granite Telecommunications LLC	Land Lines	\$	16.89
001.4010.5450.000 Granite Telecommunications LLC	Land Lines	\$	33.78
001.4010.5450.000 Granite Telecommunications LLC	Land Lines	\$	133.63
001.4030.5450.000 Granite Telecommunications LLC	Land Lines	\$	33.78
001.4040.5450.000 Granite Telecommunications LLC	Land Lines	\$	16.89
001.4045.5450.000 Granite Telecommunications LLC	Land Lines	\$	16.89
001.4065.5450.000 Granite Telecommunications LLC	Land Lines	\$	133.63
001.4065.5450.000 Granite Telecommunications LLC	Land Lines	\$	16.89
001.6010.5450.000 Granite Telecommunications LLC	Land Lines	\$	16.89
001.6012.5450.000 Granite Telecommunications LLC	Land Lines	\$	16.89
001.6020.5450.000 Granite Telecommunications LLC	Land Lines	\$	16.89

001.6021.5450.000 Granite Telecommunications LLC	Land Lines	\$	67.60
001.6021.5450.000 Granite Telecommunications LLC	Land Lines	\$	(1,312.00)
001.6025.5450.000 Granite Telecommunications LLC	Land Lines	\$	16.89
110.2010.5450.000 Granite Telecommunications LLC	Land Lines	\$	16.89
110.2010.5450.000 Granite Telecommunications LLC	Land Lines	\$	66.81
110.2040.5450.000 Granite Telecommunications LLC	Land Lines	\$	16.89
110.2060.5450.000 Granite Telecommunications LLC	Land Lines	\$	16.89
181.3040.5450.000 Granite Telecommunications LLC	Land Lines	\$	33.78
184.5030.5450.000 Granite Telecommunications LLC	Land Lines	\$	16.89
610.8015.5450.000 Granite Telecommunications LLC	Land Lines	\$	66.85
610.8015.5450.000 Granite Telecommunications LLC	Land Lines	\$	50.68
610.8016.5450.000 Granite Telecommunications LLC	Land Lines	\$	40.12
610.8016.5450.000 Granite Telecommunications LLC	Land Lines	\$	20.27
690.8050.5450.000 Granite Telecommunications LLC	Land Lines	\$	66.82
690.8050.5450.000 Granite Telecommunications LLC	Land Lines	\$	16.89
740.8065.5450.000 Granite Telecommunications LLC	Land Lines	\$	13.51
740.8065.5450.000 Granite Telecommunications LLC	Land Lines	\$	26.74
750.8070.5450.000 Granite Telecommunications LLC	Land Lines	\$	16.89
142.4030.5342.000 HANKE, RICKIE L	6th St ball diamond clean, winterize ice machine	\$	105.50
610.8015.5980.000 Hanna, Elizabeth	Sewer refund lawn watering	\$	41.21
884.7010.5337.000 HARTFORD- PRIORITY ACCTS	December insurance premium	\$	6,289.20
913.1013.5337.000 HARTFORD- PRIORITY ACCTS	December insurance premium	\$	478.64
884.6021.4875.000 Health Partners	Claims 12/05-12/11	\$	(5.70)
884.7010.5339.000 Health Partners	claims 11/28-12/04	\$	59,468.33
884.7010.5339.000 Health Partners	claims 11/28-12/04 Dental	\$	2,269.32
884.7010.5339.000 Health Partners	Claims 12/05-12/11	\$	55,589.88
884.7010.5339.000 Health Partners	Claims 12/05-12/11 Dental	\$	5,641.46
610.8015.5450.000 HEART OF IOWA COMMUNICATIONS CO-OP	December 24 Connect internet PW/WPCP	\$	445.83
610.8016.5450.000 HEART OF IOWA COMMUNICATIONS CO-OP	December 24 Connect internet PW/WPCP	\$	267.50
740.8065.5450.000 HEART OF IOWA COMMUNICATIONS CO-OP	December 24 Connect internet PW/WPCP	\$	178.33
610.8015.5980.000 Hornberg, Kim	Sewer refund outside watering	\$	61.02
184.5030.5238.000 Housing Authority of the City of Orlando, FL	Admin port fee	\$	19.20
001.4066.5613.000 HyVee Accounts Receivable	Coliseum resale products	\$	27.87
001.4066.5613.000 HyVee Accounts Receivable	Coliseum resale products	\$	32.90
610.8015.5342.000 INDEPENDENT AG SERVICES LLC	Fall 2024 biosolids soil sampling	\$	1,283.40
001.4030.5565.000 Interstate Batteries of Upper Iowa	Parks and Street batteries	\$	156.95
110.2010.5565.000 Interstate Batteries of Upper Iowa	Parks and Street batteries	\$	271.90
001.4030.5251.000 IOWA DEPT OF INSPECTIONS & APPEALS	License 11249	\$	150.00
001.4030.5251.000 IOWA DEPT OF INSPECTIONS & APPEALS	Late Fee	\$	150.00
110.2050.5600.000 Iowa Dept of Transportation	snow fence	\$	2,124.50
184.5030.5280.000 IOWA NAHRO	NAHRO Iowa Membership dues 1/1-12/31/25	\$	150.00
110.2040.5230.000 IOWA ONE CALL	Utility division IA one call charges	\$	120.60
610.8016.5230.000 IOWA ONE CALL	Sewer dept call and emails	\$	873.00
740.8065.5230.000 IOWA ONE CALL	Sewer dept call and emails	\$	582.00
110.2010.5626.000 IOWA PRISON INDUSTRIES	Street dept square posts	\$	2,750.00
610.8015.5980.000 Jenkins, Teresa	Sewer refund watering sod	\$	85.59
001.1010.5565.000 JENSEN INC	PD 504 hose assembly	\$	55.00
001.1010.5410.000 Karl of Marshalltown	PD Durango wheel alignment	\$	200.93
130.1010.5260.000 Karl of Marshalltown	PD unit 517 insurance claim repair 2023 Durango	\$	915.85
130.1010.5260.000 Karl of Marshalltown	PD unit 517 insurance claim repairs 2023 Durango	\$	4,319.32
130.1010.5260.000 Karl of Marshalltown	PD unit 510 insurance claim repairs 2024 Durango	\$	3,455.67
001.1010.5610.000 Kiesler Police Supply	Police dept ammunition	\$	5,611.84
001.6050.5344.000 KRISS PREMIUM PRODUCTS INC	City Hall/ YSS Boiler chemical balance test	\$	100.00
001.6050.5611.000 KRISS PREMIUM PRODUCTS INC	5 gals Alkalinity builder City hall and YSS	\$	191.49
001.4065.5342.000 Kuehner Construction LLC	repair Coliseum wall panels	\$	590.00
610.8015.5980.000 Kutzner, Gary	Sewer refund watering lawn	\$	57.06
001.1010.5431.000 LANGUAGE LINE SERV INC	over the phone interpretations	\$	1,487.62
001.4010.5386.000 LENZ, DUANE	Library mowing	\$	165.00
001.6070.5342.000 Marco Holdings LLC	Programming error	\$	185.00
001.1010.5570.000 Marshall County Engineer	City vehicle fuel purchases	\$	132.56
001.1010.5570.000 Marshall County Engineer	City vehicle fuel purchases	\$	5,919.68
001.1050.5570.000 Marshall County Engineer	City vehicle fuel purchases	\$	118.25
001.1050.5571.000 Marshall County Engineer	City vehicle fuel purchases	\$	957.37
001.1071.5570.000 Marshall County Engineer	City vehicle fuel purchases	\$	24.24

001.1075.5570.000 Marshall County Engineer	City vehicle fuel purchases	\$	84.58
001.2020.5570.000 Marshall County Engineer	City vehicle fuel purchases	\$	27.92
001.4030.5570.000 Marshall County Engineer	City vehicle fuel purchases	\$	735.37
001.4030.5571.000 Marshall County Engineer	City vehicle fuel purchases	\$	131.62
001.6050.5570.000 Marshall County Engineer	City vehicle fuel purchases	\$	103.45
110.2010.5570.000 Marshall County Engineer	City vehicle fuel purchases	\$	609.60
110.2010.5570.000 Marshall County Engineer	City vehicle fuel purchases	\$	8.22
110.2010.5571.000 Marshall County Engineer	City vehicle fuel purchases	\$	1,446.76
110.2040.5570.000 Marshall County Engineer	City vehicle fuel purchases	\$	242.50
110.2060.5570.000 Marshall County Engineer	City vehicle fuel purchases	\$	103.87
110.2070.5571.000 Marshall County Engineer	City vehicle fuel purchases	\$	386.49
610.8015.5570.000 Marshall County Engineer	City vehicle fuel purchases	\$	291.47
610.8016.5570.000 Marshall County Engineer	City vehicle fuel purchases	\$	271.36
610.8016.5571.000 Marshall County Engineer	City vehicle fuel purchases	\$	210.00
690.8050.5570.000 Marshall County Engineer	City vehicle fuel purchases	\$	46.31
690.8050.5571.000 Marshall County Engineer	City vehicle fuel purchases	\$	3,994.50
740.8065.5570.000 Marshall County Engineer	City vehicle fuel purchases	\$	180.91
740.8065.5570.000 Marshall County Engineer	City vehicle fuel purchases	\$	123.63
740.8065.5571.000 Marshall County Engineer	City vehicle fuel purchases	\$	140.00
110.2010.5342.000 Marshall County Landfill	60 tires from ROW dumping	\$	412.00
001.4045.5342.000 MARSHALLTOWN ALARM INC	Aquatic Ctr monthly alarm phone line test	\$	357.50
142.4030.5342.000 MARSHALLTOWN ALARM INC	6th St diamond monthly monitoring phone line test	\$	357.50
001.1099.5483.000 Marshalltown Water Works	Police & Fire dept water	\$	25.94
001.1099.5485.000 Marshalltown Water Works	Police & Fire dept storm water	\$	4.20
001.2090.5220.000 Marshalltown Water Works	landfill bills	\$	250.35
001.4030.5483.000 Marshalltown Water Works	Riverview Park water	\$	21.57
001.4030.5483.000 Marshalltown Water Works	City RV Dump water	\$	463.65
001.4030.5483.000 Marshalltown Water Works	City Parking lot green space-222 N 13th St	\$	24.72
001.4030.5483.000 Marshalltown Water Works	water	\$	208.84
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	\$	59.64
001.4030.5485.000 Marshalltown Water Works	storm water	\$	579.60
001.4030.5488.000 Marshalltown Water Works	Riverview Park sewer	\$	33.98
001.4030.5488.000 Marshalltown Water Works	City RV Dump sewer	\$	490.46
001.4030.5488.000 Marshalltown Water Works	sewer	\$	227.35
142.4030.5483.000 Marshalltown Water Works	Concession 6th St Complex MSA	\$	34.27
142.4030.5483.000 Marshalltown Water Works	East Irrigation 6th St Complex MSA	\$	25.94
142.4030.5483.000 Marshalltown Water Works	West Irrigation 6th St Complex MSA	\$	25.94
142.4030.5485.000 Marshalltown Water Works	Concession 6th St Complex MSA	\$	4.20
610.8015.5220.000 Marshalltown Water Works	Sanitary Collections Costs	\$	8,845.43
610.8015.5483.000 Marshalltown Water Works	WPCP Plant water usage	\$	808.80
740.8065.5220.000 Marshalltown Water Works	Storm water Collection Services	\$	617.30
001.1010.5410.000 MCATEE TIRE SALES & SERVICE INC	PD Ford Edge tires and services	\$	194.00
001.1010.5410.000 MCATEE TIRE SALES & SERVICE INC	PD 504 tire sensor and services	\$	55.00
001.1010.5410.000 MCATEE TIRE SALES & SERVICE INC	PD 503 tires and services	\$	101.00
001.1010.5565.000 MCATEE TIRE SALES & SERVICE INC	PD Ford Edge tires and services	\$	597.44
001.1010.5565.000 MCATEE TIRE SALES & SERVICE INC	PD 504 tire sensor and services	\$	69.95
001.1010.5565.000 MCATEE TIRE SALES & SERVICE INC	PD 503 tires and services	\$	254.00
001.1099.5450.000 MEDIACOM	Police and Fire internet	\$	469.06
001.1010.5600.000 MENARDS	balance due	\$	0.30
001.1010.5600.000 MENARDS	70ct LED faceted sphere, batteries, hooks	\$	17.20
001.1050.4879.000 MENARDS	rebates	\$	(48.71)
001.1050.5600.000 MENARDS	Fire dept broom, car cleaning supplies	\$	60.95
001.1050.5600.000 MENARDS	ceiling mounted heater, trailer repair tools	\$	168.71
001.1050.5600.000 MENARDS	Fire dept battery	\$	54.99
001.1050.5600.000 MENARDS	battery return	\$	(10.00)
001.4030.5611.000 MENARDS	Parks wood glue, dowels, batteries	\$	43.65
001.4030.5611.000 MENARDS	Marion St port repair	\$	71.98
001.6051.5410.000 MENARDS	ZEP liquid Heat and hose bibb	\$	14.97
001.6051.5600.000 MENARDS	balance due	\$	0.05
110.2010.5600.000 MENARDS	Orbit sander for bucket truck	\$	74.98
110.2010.5600.000 MENARDS	spray paint, weldable sheets	\$	90.05
110.2010.5718.000 MENARDS	ratchet binder, transport and chain	\$	417.42

110.2010.5718.000 MENARDS	6.5" LED wide work light	\$	19.99
110.2050.5600.000 MENARDS	Snow fence	\$	63.74
110.2050.5600.000 MENARDS	snow fence	\$	122.53
153.1010.5600.000 MENARDS	70ct LED faceted sphere, batteries, hooks	\$	39.96
750.8070.5410.000 MENARDS	ZEP liquid Heat and hose bibb	\$	10.30
610.8015.5603.000 MIDLAND SCIENTIFIC INC	LAB - pipet tips	\$	88.44
001.1099.5386.000 Milestone Outdoor Co	November PD/FD mowing	\$	273.00
110.2040.5780.000 MOBOTREX INC	Traffic signal controller	\$	4,924.00
610.8015.5980.000 Mondragon, Guadalupe	Sewer refund outside water left on	\$	39.63
001.4066.5613.000 NORTHERN LIGHTS DISTRIBUTING	Coliseum resale products	\$	924.49
110.2050.5600.000 NORTHERN TOOL & EQUIPMENT CO	swivel wheel dual casters for spreader carts	\$	224.91
999.1166.000 Nunez, Margarita Flores De	Parking ticket overpayment	\$	30.00
610.8015.5980.000 Perez, Gricelda	Sewer refund watering seed and sod	\$	93.52
001.4010.5344.000 PREMIER OFFICE EQUIPMENT	Library contract and copies	\$	322.98
001.4010.5344.000 PREMIER OFFICE EQUIPMENT	Library contract and copies	\$	51.02
001.4010.5344.000 PREMIER OFFICE EQUIPMENT	Library contract and copies	\$	123.59
001.4010.5736.000 PROQUEST INFO & LEARNING CO	Library reference database	\$	1,155.20
001.1010.5600.000 Rainbow Carwash LLC	PW Bldg wash bay soap	\$	50.12
001.1050.5600.000 Rainbow Carwash LLC	PW Bldg wash bay soap	\$	50.12
001.4030.5600.000 Rainbow Carwash LLC	PW Bldg wash bay soap	\$	200.52
110.2010.5600.000 Rainbow Carwash LLC	PW Bldg wash bay soap	\$	350.86
690.8050.5600.000 Rainbow Carwash LLC	PW Bldg wash bay soap	\$	350.86
001.1071.5342.000 Safe Building	Rental Inspection Services Agreement	\$	6,070.00
001.4030.5231.000 SAMS CLUB/SYNCHRONY BANK	Coliseum resale products and late fees	\$	34.93
001.4066.5613.000 SAMS CLUB/SYNCHRONY BANK	Coliseum resale products and late fees	\$	187.24
184.5030.5238.000 SanDiego Housing Commission	Tenant port HAP and Admin	\$	3.00
184.5030.5242.000 SanDiego Housing Commission	Tenant port HAP and Admin	\$	1,069.00
001.1010.5342.000 SCHENDEL PEST CONTROL INC	Police dept monthly service	\$	50.52
001.4030.5342.000 SCHENDEL PEST CONTROL INC	City Hall/ Carnegie Bldg/ Parks office	\$	22.23
001.4030.5342.000 SCHENDEL PEST CONTROL INC	City Hall/ Carnegie Bldg/ Parks office	\$	22.23
001.4065.5342.000 SCHENDEL PEST CONTROL INC	Coliseum	\$	50.52
001.6050.5342.000 SCHENDEL PEST CONTROL INC	City Hall/ Carnegie Bldg/ Parks office	\$	22.23
001.6050.5342.000 SCHENDEL PEST CONTROL INC	City Hall/ Carnegie Bldg/ Parks office	\$	22.23
001.6051.5342.000 SCHENDEL PEST CONTROL INC	City Hall/ Carnegie Bldg/ Parks office	\$	22.90
001.6051.5342.000 SCHENDEL PEST CONTROL INC	City Hall/ Carnegie Bldg/ Parks office	\$	22.90
001.4065.5344.000 SCHUMACHER ELEVATOR COMPANY	Coliseum quarterly elevator maintenance	\$	477.42
001.6050.5344.000 SCHUMACHER ELEVATOR COMPANY	City Hall Elevator Maintenance	\$	249.02
001.6051.5344.000 SCHUMACHER ELEVATOR COMPANY	Carnegie Bldg elevator	\$	251.55
001.1011.5342.000 Sensys Gatso USA Inc.	Sensys Gatso ATE Tickets PD	\$	8,715.00
001.4010.5342.000 SERVICEMASTER OF M'TOWN INC	Library December services	\$	1,934.00
364.4030.5233.000 SNYDER & ASSOCIATES, INC.	Eng fees for Linn Ck District Trailhead thru 10/31	\$	25,200.00
364.4030.5233.000 SNYDER & ASSOCIATES, INC.	Eng fees for Linn Ck District Trailhead thru 10/31	\$	25,200.00
364.4030.5233.000 SNYDER & ASSOCIATES, INC.	Linn Ck Trailhead/Bridge Design Contr thru 10/31	\$	500.00
001.1010.5344.000 Stericycle Inc	PD services	\$	91.10
184.5030.5344.000 Stericycle Inc	Housing shredding services	\$	49.01
001.1010.5410.000 THEISENS SUPPLY INC	Wash bay garage doors grease	\$	0.90
001.1050.5410.000 THEISENS SUPPLY INC	Wash bay garage doors grease	\$	0.90
001.4030.5410.000 THEISENS SUPPLY INC	Wash bay garage doors grease	\$	3.59
110.2010.5132.000 THEISENS SUPPLY INC	Street employee winter gear	\$	114.98
110.2010.5132.000 THEISENS SUPPLY INC	Street employee winter gear	\$	129.99
110.2010.5132.000 THEISENS SUPPLY INC	gloves, tarps and rat bait	\$	41.73
110.2010.5410.000 THEISENS SUPPLY INC	Wash bay garage doors grease	\$	6.29
110.2010.5600.000 THEISENS SUPPLY INC	extender adapter	\$	16.99
110.2010.5600.000 THEISENS SUPPLY INC	tarp straps	\$	105.80
110.2010.5600.000 THEISENS SUPPLY INC	fuel transfer hose and repellent	\$	83.95
110.2010.5600.000 THEISENS SUPPLY INC	gloves, tarps and rat bait	\$	164.79
110.2010.5600.000 THEISENS SUPPLY INC	bulk purchase of fasteners	\$	17.82
110.2010.5600.000 THEISENS SUPPLY INC	nozzle elbow	\$	3.99
110.2010.5600.000 THEISENS SUPPLY INC	hitch w/clip pins	\$	10.58
110.2010.5600.000 THEISENS SUPPLY INC	7 pole connector kit	\$	16.99
110.2010.5600.000 THEISENS SUPPLY INC	driveway marker	\$	3.98
610.8016.5565.000 THEISENS SUPPLY INC	LED light bulbs	\$	5.99
690.8050.5410.000 THEISENS SUPPLY INC	Wash bay garage doors grease	\$	6.29
740.8065.5565.000 THEISENS SUPPLY INC	LED light bulbs	\$	3.99

001.6020.5210.000	TIMES REPUBLICAN	2024 AFR	\$	165.30
999.1128.000	TOTAL ADMINISTRATIVE SERVICE CORP.	FLEX HEALTH BENEFITS	\$	833.77
999.1128.000	TOTAL ADMINISTRATIVE SERVICE CORP.	FLEX HEALTH BENEFITS	\$	5,113.80
999.1128.000	TOTAL ADMINISTRATIVE SERVICE CORP.	rounding adjustments 2024	\$	(2.38)
999.1129.000	TOTAL ADMINISTRATIVE SERVICE CORP.	FLEX DEP CARE BENEFITS	\$	208.37
999.1129.000	TOTAL ADMINISTRATIVE SERVICE CORP.	FLEX DEP CARE BENEFITS	\$	775.11
999.1129.000	TOTAL ADMINISTRATIVE SERVICE CORP.	Dependent care rounding	\$	(0.16)
001.6040.5234.000	Treasurer State of Iowa -Public Defender	4/1-6/30/24 Indigent Defense Fees	\$	314.78
001.4010.5215.000	TSYS	Library credit card transaction fees	\$	136.45
001.6021.5215.000	TSYS	Finance credit card transaction fees	\$	352.01
200.7010.5830.000	UMB Bank NA	GO 2012A June -Nov admin fee	\$	250.00
200.7010.5830.000	UMB Bank NA	GO 2016A June -Nov admin fee	\$	102.00
200.7010.5830.000	UMB Bank NA	GO 2016A June -Nov admin fee Storm Water	\$	148.00
200.7010.5830.000	UMB Bank NA	GO 2016B June -Nov admin fee	\$	250.00
200.7010.5830.000	UMB Bank NA	GO 2017 June -Nov admin fee	\$	250.00
200.7010.5830.000	UMB Bank NA	GO 2018 June -Nov admin fee	\$	300.00
200.7010.5830.000	UMB Bank NA	GO 2019 Sewer June -Nov admin fee	\$	218.00
200.7010.5830.000	UMB Bank NA	GO 2019 Street June -Nov admin fee	\$	382.00
200.7010.5830.000	UMB Bank NA	GO 2021 June -Nov admin fee	\$	600.00
200.7010.5830.000	UMB Bank NA	GO 2022B June -Nov admin fee	\$	600.00
200.7010.5830.000	UMB Bank NA	GO 2022A June -Nov admin fee	\$	600.00
200.7010.5830.000	UMB Bank NA	GO 2023 June -Nov admin fee	\$	600.00
610.8016.5830.000	UMB Bank NA	Sewer revenue bond June -Nov admin fee	\$	250.00
001.4030.5380.000	UNION PACIFIC RAILROAD COMPANY	Lease 1/1/25-12/31/25 Parks / Beautification	\$	250.00
110.2050.5380.000	Vajgrt, Roger	post driver rental	\$	855.00
110.2060.5347.000	Velocity EHS	MSPS online 1/16/25-1/15/26	\$	1,060.37
610.8015.5347.000	Velocity EHS	MSDS online 1/16/25-1/15/26	\$	1,060.37
001.4010.5344.000	WOODMAN CONTROLS CO	Tech support billing program	\$	1,100.00
110.2010.5482.000	WoodRiver Energy LLC	905 E Main St	\$	1,335.98
690.8050.5482.000	WoodRiver Energy LLC	905 E Main St	\$	890.66
615.8015.5342.000	WRH Inc	WPC21001 Headworks & Digester Impro 10/29/-12/5/24	\$	543,989.03
001.1030.5410.000	WW GRAINGER	Tornado siren pulley	\$	75.98
001.1030.5410.000	WW GRAINGER	Torndao siren pulley	\$	59.73
001.1030.5410.000	WW GRAINGER	returned pully for tornado siren	\$	(75.98)
001.1099.5611.000	WW GRAINGER	Building HVAC filters	\$	199.28
001.4010.5410.000	WW GRAINGER	Library exhaust fan motor	\$	150.00
001.4010.5611.000	WW GRAINGER	Building HVAC filters	\$	157.16
001.4065.5611.000	WW GRAINGER	Building HVAC filters	\$	256.76
001.6050.5611.000	WW GRAINGER	Building HVAC filters	\$	45.68
001.6051.5611.000	WW GRAINGER	Building HVAC filters	\$	103.64
001.4010.5344.000	Xerox Corp	Library rental and copies	\$	14.24
610.8015.5344.000	Xerox Corp	November Xerox and copies	\$	60.41
389.1010.5230.000	YSS Grants Billing	YSS MPACT Services	\$	13,120.57
610.8015.5980.000	Zahnd, Steven	Sewer refund watering seed and sod	\$	196.54
001.6050.5342.000	Ziegler Inc	ONAN Generator fuel pump @ YSS	\$	2,262.47
TOTAL			\$	1,450,292.67

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 Greer and City Council
FROM: Diana Steiner, Finance Director
DATE: 12/16/2024
RE: August 2024 Monthly Financial Statements

Strategic Plan:

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

Plan Objective: N/A

Recommendation: Staff recommends approving the August 2024 monthly financial statements.

Budget Impact: N/A

Description/Background: The Finance Department has prepared and reconciled the August 2024 financial statements for your review. The budgeted amounts shown are based on the FY25 budget approved in April 2024.

The attached reports include the following:

- Fund Balance Report, which includes the beginning balance at 6/30/24, the year-to-date revenues and expenses for 2 months and the ending fund cash balance at 8/31/24.
- Cash & Investments Report, which includes current balances and interest rates for all city investments.
- Monthly Budget Report, which reflects monthly and year-to-date revenues and expenses by each fund and then in summary. If the YTD Activity amount is less than the YTD Budget amount, it will show as unfavorable for revenues and favorable for expenses.

Items of interest this month

- The General Fund 001 was reimbursed \$62,740 from the Iowa Veterans Home for Police and Fire Services
- Fund 030 CIP includes \$57,978 of expenses for Peterson Park Improvements, \$77,551 for the Timber Creek Playground, \$10,354 for park signs, \$29,998 for a 2015 Dodge Ram for Parks, \$9,248 in library books, and \$23,878 for a Police Dept. vehicle.
- Fund 363(2021 GO Bonds) includes \$331,982 of expenditures for the State Street project & \$43,177 for Kiwanis Park Improvements.

CITY COUNCIL

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



MARSHALLTOWN

IOWA

FUND BALANCE REPORT AS OF 08/31/2024

Fund	Beginning Balance	Total Revenues	Total Expenses	Ending Balance
001 - GENERAL FUND	\$ 3,687,037.61	\$ 858,120.03	\$3,551,586.10	\$ 993,571.54
010 - CASH FLOW RESERVE FUND	\$ 3,177,063.33	\$ 25,021.12	\$ -	\$ 3,202,084.45
011 - INSURANCE DEDUCTIBLE RESERVE FUND	\$ 150,915.42	\$ 1,188.55	\$ -	\$ 152,103.97
030 - CAPITAL RESERVE	\$ -	\$ 262,762.20	\$ 262,762.20	\$ -
031 - CAPITAL RSRV-BLDG MAINT	\$ 245,379.23	\$ 1,932.50	\$ -	\$ 247,311.73
032 - CIP LARGE VEHICLE/EQUIPMENT	\$ 121,216.00	\$ -	\$ -	\$ 121,216.00
110 - ROAD USE TAX	\$ 9,861,740.78	\$ 731,599.43	\$ 698,615.63	\$ 9,894,724.58
111 - ROAD USE TAX INSURANCE RESERVE	\$ 50,305.14	\$ 396.19	\$ -	\$ 50,701.33
112 - EMPLOYEE BENEFITS FUND	\$ 3,290,079.09	\$ 42,764.53	\$ -	\$ 3,332,843.62
117 - POLICE/FIRE RETIREMENT	\$ 520,899.23	\$ 11,898.81	\$ -	\$ 532,798.04
119 - EMERGENCY FUND	\$ -	\$ 1,903.04	\$ -	\$ 1,903.04
121 - LOCAL OPTION SALES TAX	\$ 5,529,671.37	\$ 840,547.59	\$ 24,671.22	\$ 6,345,547.74
125 - TAX INCREMENT FINANCING	\$ 613,314.23	\$ 30,313.96	\$ -	\$ 643,628.19
130 - CITY TORT LIABILITY	\$ 46,803.48	\$ 10,154.65	\$ 8,939.79	\$ 48,018.34
132 - GRANTS-STATE/LOCAL AGENCIES	\$ (34,428.79)	\$ 345,648.40	\$ 424,879.35	\$ (113,659.74)
133 - UNDESIGNATED FEDERAL GRANTS	\$ (204,480.70)	\$ 16,820.62	\$ 17,325.75	\$ (204,985.83)
140 - PARK & REC DONATION FUND	\$ 248,283.06	\$ 111,245.66	\$ 15,912.76	\$ 343,615.96
141 - MTOWN TENNIS ASSOC	\$ 3,021.12	\$ 23.79	\$ -	\$ 3,044.91
142 - SOFTBALL ASSOCIATION FUND	\$ 35.77	\$ 6.51	\$ 10,961.46	\$ (10,919.18)
144 - LIVE HEALTHY IOWA	\$ 9,788.02	\$ 77.08	\$ -	\$ 9,865.10
145 - TORNADO GENERAL	\$ 287,863.02	\$ -	\$ -	\$ 287,863.02
149 - FEMA - WINDS	\$ 346,964.14	\$ -	\$ -	\$ 346,964.14
150 - LOCAL PD GRANTS	\$ (7,716.13)	\$ 8,631.30	\$ 11,273.28	\$ (10,358.11)
151 - DEPT OF JUSTICE GRANTS	\$ (744.48)	\$ 1,035.00	\$ -	\$ 290.52
152 - POLICE UNDESIGNATED GRANTS	\$ (11,402.99)	\$ 14,226.32	\$ 10,855.30	\$ (8,031.97)
153 - POLICE DEPT DONATION FUND	\$ 90,440.95	\$ 1,659.72	\$ 3,950.78	\$ 88,149.89
156 - FIRE DEPT DONATION FUND	\$ 55,438.04	\$ 3,666.14	\$ 1,703.85	\$ 57,400.33
160 - ECONOMIC DEVELOPMENT GIFT	\$ 57,456.74	\$ 452.51	\$ -	\$ 57,909.25
161 - SURETY DEPOSITS/SUBDIVIDER	\$ 11,986.98	\$ 94.41	\$ -	\$ 12,081.39
170 - LIBRARY DONATION FUND	\$ 146,326.59	\$ 4,194.76	\$ 2,114.06	\$ 148,407.29
177 - SEIZED ASSETS (POLICE)	\$ 17,508.42	\$ 110.81	\$ -	\$ 17,619.23
181 - #7 HUD LEAD GRANT	\$ (52,528.34)	\$ 35,767.90	\$ 143,892.36	\$ (160,652.80)
184 - VOUCHERS - 002, 003	\$ 321,431.84	\$ 243,220.22	\$ 258,722.87	\$ 305,929.19
189 - #6 HUD LEAD GRANT/NOW STATE FUNDS ONLY	\$ 157,746.74	\$ 1,264.65	\$ -	\$ 159,011.39
200 - GO BONDS DEBT FUND	\$ 379,824.34	\$ 22,013.05	\$ -	\$ 401,837.39
300 - CIP COLLECTION FUND	\$ 580,509.96	\$ 9,210.42	\$ 262,721.13	\$ 326,999.25
311 - RISE STREET GRANTS	\$ (258,823.17)	\$ -	\$ 55,713.35	\$ (314,536.52)
312 - AIRPORT PROJECT FUND	\$ (29,787.04)	\$ 2.08	\$ 1,769.18	\$ (31,554.14)
320 - SPECIAL ASSESSMENT PROJECTS	\$ (14,510.95)	\$ -	\$ -	\$ (14,510.95)
340 - BIKE PATH PROJECT FUND	\$ (2,293.20)	\$ -	\$ 135.00	\$ (2,428.20)
341 - TREES FOREVER PROJECT	\$ 22,443.93	\$ 1,610.83	\$ -	\$ 24,054.76
350 - GO BONDS CAPITAL PROJECTS	\$ 9,765.35	\$ 76.91	\$ -	\$ 9,842.26
355 - Dangerous & Dilapidated (included GO bonds)	\$ 220,601.23	\$ 10,478.06	\$ 2,573.70	\$ 228,505.59
363 - 2021 GO BONDS	\$ 7,082,438.67	\$ 52,711.36	\$ 603,554.45	\$ 6,531,595.58
364 - 2022 GO BONDS	\$ 10,153,234.52	\$ 113,121.30	\$ 232,145.86	\$ 10,034,209.96
365 - 2023 GO BONDS	\$ 9,999,880.79	\$ 46,404.21	\$ -	\$ 10,046,285.00
389 - AMERICAN RESCUE PLAN	\$ 469,691.54	\$ -	\$ 13,287.14	\$ 456,404.40
395 - ECONOMIC DEVELOPMENT PROJECT FUND	\$ (91,760.00)	\$ -	\$ -	\$ (91,760.00)
610 - WATER POLLUTION CONTROL	\$ -	\$ 545,814.51	\$ 545,814.51	\$ -
611 - WPCP REVENUE	\$ 24,677,050.67	\$ 1,657,736.52	\$ 545,211.16	\$ 25,789,576.03
614 - WPCP CAPITAL IMPROVEMENT RSRV	\$ 1,171,478.19	\$ 9,226.04	\$ -	\$ 1,180,704.23
615 - WPCP PLANT & IMPROVEMENTS	\$ -	\$ 283,577.37	\$ 351,927.70	\$ (68,350.33)
616 - SANITARY SEWER REHAB PROJECT	\$ (0.03)	\$ -	\$ 11,103.12	\$ (11,103.15)
617 - SANITARY SEWER NEW CONSTRUCTN	\$ 181,375.85	\$ 3,266.00	\$ -	\$ 184,641.85
618 - WPCP INSURANCE RESERVE (WAS TORNADO)	\$ 100,610.28	\$ 792.36	\$ -	\$ 101,402.64
690 - TRANSIT OPERATING	\$ 1,205,433.62	\$ 95,564.10	\$ 193,671.32	\$ 1,107,326.40
691 - TRANSIT INSURANCE RESERVE	\$ 25,152.57	\$ 198.09	\$ -	\$ 25,350.66
740 - STORM SEWER UTILITY	\$ 2,624,054.45	\$ 217,191.53	\$ 128,172.02	\$ 2,713,073.96
750 - COMPOSTING FACILITY	\$ 241,394.12	\$ 22,843.12	\$ 39,513.73	\$ 224,723.51
760 - P&R CONCESSIONS ENTERPRISE	\$ 1,457.86	\$ 33,181.53	\$ 42,351.08	\$ (7,711.69)
881 - OCCUPATIONAL INSURANCE ESCROW	\$ 201,247.45	\$ 33,190.61	\$ 6,256.78	\$ 228,181.28
884 - GROUP HEALTH INSURANCE ESCROW	\$ 65,001.64	\$ 592,070.34	\$ 478,485.53	\$ 178,586.45
886 - WORKMAN'S COMP DEDUCTIBLE FUND	\$ 36,391.55	\$ 286.61	\$ -	\$ 36,678.16
913 - 911 COMMISSION	\$ (126,387.00)	\$ 246,555.49	\$ 309,549.57	\$ (189,381.08)
	<u>\$ 87,662,892.10</u>	<u>\$ 7,603,870.84</u>	<u>\$ 9,272,123.09</u>	<u>\$ 85,994,639.85</u>

Account	Name	Ending Balance	Interest Rate
BalObject: 0110 - P&R Deposits			
<u>999.0110.100</u>	First Interstate Bank P&R Deposits	98,348.84	2.25
	Total BalObject: 0110 - P&R Deposits :	98,348.84	
BalObject: 0111 - Operating			
<u>999.0111.100</u>	First Interstate Bank Operating	681,695.57	2.25
	Total BalObject: 0111 - Operating:	681,695.57	
BalObject: 0113 - Payroll			
<u>999.0113.100</u>	First Interstate Bank Payroll	425,000.00	2.25
	Total BalObject: 0113 - Payroll:	425,000.00	
BalObject: 0114 - Dev Inspections			
<u>999.0114.100</u>	First Interstate Bank Dev Inspections	34,602.77	2.25
	Total BalObject: 0114 - Dev Inspections:	34,602.77	
BalObject: 0115 - HUD Admin			
<u>999.0115.100</u>	First Interstate Bank HUD Admin	305,439.96	2.25
	Total BalObject: 0115 - HUD Admin:	305,439.96	
BalObject: 0116 - HUD HAP			
<u>999.0116.100</u>	First Interstate Bank HUD HAP	10,213.05	2.25
	Total BalObject: 0116 - HUD HAP:	10,213.05	
BalObject: 0117 - Police			
<u>999.0117.100</u>	First Interstate Bank Police	17,619.23	2.25
	Total BalObject: 0117 - Police:	17,619.23	
BalObject: 0117 - ACH			
<u>999.0118.100</u>	First Interstate Bank ACH	1,000.00	2.25
	Total BalObject: 0118 -ACH	1,000.00	
BalObject: 0120 - PETTY CASH			
<u>001.0120.000</u>	PETTY CASH - RECORDS	100.00	0.00
<u>144.0120.000</u>	PETTY CASH-TRACK MEET	-	0.00
<u>750.0120.000</u>	PETTY CASH	500.00	0.00
<u>760.0120.000</u>	PETTY CASH	-	0.00
	Total BalObject: 0120 - PETTY CASH:	600.00	
BalObject: 0122 - PETTY CASH-CITY CLERK			
<u>001.0122.000</u>	PETTY CASH-CITY CLERK	200.00	0.00
	Total BalObject: 0122 - PETTY CASH-CITY CLERK:	200.00	
BalObject: 0123 - PETTY CASH-LIBRARY			
<u>001.0123.000</u>	PETTY CASH-LIBRARY	100.00	0.00
	Total BalObject: 0123 - PETTY CASH-LIBRARY:	100.00	

Account	Name	Ending Balance	Interest Rate
BalObject: 0124 - PETTY CASH-LIBRARY			
<u>001.0125.000</u>	PETTY CASH-LIBRARY	200.00	0.00
	Total BalObject: 0124 - PETTY CASH-LIBRARY:	200.00	
BalObject: 0125 - PETTY CASH-PARK			
<u>001.0125.000</u>	PETTY CASH-PARK	225.00	0.00
	Total BalObject: 0125 - PETTY CASH-PARK:	225.00	
BalObject: 0130 - CASH HELD BY INSUR ADMIN			
<u>885.0130.000</u>	CASH HELD BY INSUR ADMI	1.00	0.00
	Total BalObject: 0130 - CASH HELD BY INSUR ADM	1.00	
BalObject: 0215 - IPAIT MONEY MARKET			
<u>999.0215.000</u>	IPAIT MONEY MARKET	27,136,940.67	5.08
	Total BalObject: 0215 - IPAIT MONEY MARKET:	27,136,940.67	
BalObject: 0216 - FIRST INTERSTATE BANK MM			
<u>999.0216.000</u>	First Interstate Bank MM	6,043,893.28	2.25
	Total BalObject: 0216 - FIRST INTERSTATE BANK M	6,043,893.28	
BalObject: 0240 - MIDWEST ONE CD (91-365 DAYS)			
<u>364.0240.000</u>	MIDWEST ONE CD	-	
<u>999.0240.000</u>	MIDWEST ONE CD	6,101,250.25	4.95-5.15
	Total BalObject: 0240 - MIDWEST ONE CD	6,101,250.25	
BalObject: 0243 - GNB INV			
<u>365.0243.000</u>	GNB CD	-	
<u>999.0243.000</u>	GNB CD	8,000,000.00	5.19-5.31
	Total BalObject: 0243 - GNB INV	8,000,000.00	
BalObject: 0246 - PINNACLE INV			
<u>365.0246.000</u>	PINNACLE CD	4,107,694.26	5.35-5.39
<u>999.0246.000</u>	PINNACLE CD	18,000,000.00	5.19-5.53
	Total BalObject: 0246 - PINNACLE CD	22,107,694.26	
BalObject: 0249 - United Bank & Trust			
<u>999.0249.000</u>	UB&T CD	1,000,000.00	4.75
	Total BalObject: 0265 - IPAIT CD	1,000,000.00	
BalObject: 0265 - IPAIT CD			
<u>999.0265.000</u>	IPAIT CD	4,000,000.00	5.138-5.603
	Total BalObject: 0265 - IPAIT CD	4,000,000.00	
BalObject: 0273 - IPAIT GOV SEC			
<u>999.0273.000</u>	IPAIT GOV INV	9,998,319.94	4.814-5.314
	Total BalObject: 0273 - IPAIT GOV SEC	9,998,319.94	
BalObject: 0999 - POOLED CASH			
<u>999.0999.000</u>	POOLED CASH - prepaid work comp and outstanding AP	31,296.03	0.00
	Total BalObject: 0999 - POOLED CASH:	31,296.03	
	TOTAL	85,994,639.85	



City of Marshalltown, IA

Monthly Budget Report - Marshalltown

Group Summary

For Fiscal: 2024-2025 Period Ending: 08/31/2024

Account Typ...	August Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Fund: 001 - GENERAL FUND					
Revenue	459,796.93	3,458,682.34	858,120.03	-2,600,562.31	20,752,147.00
Expense	2,025,046.71	3,457,567.94	3,551,586.10	-94,018.16	20,752,147.00
Total Fund: 001 - GENERAL FUND:	-1,565,249.78	1,114.40	-2,693,466.07	-2,694,580.47	0.00
Fund: 010 - CASH FLOW RESERVE FUND					
Revenue	11,293.22	56,508.50	25,021.12	-31,487.38	339,051.00
Total Fund: 010 - CASH FLOW RESERVE FUND:	11,293.22	56,508.50	25,021.12	-31,487.38	339,051.00
Fund: 011 - INSURANCE DEDUCTIBLE RESERVE FUND					
Revenue	536.45	0.00	1,188.55	1,188.55	0.00
Total Fund: 011 - INSURANCE DEDUCTIBLE RESERVE FUND:	536.45	0.00	1,188.55	1,188.55	0.00
Fund: 030 - CAPITAL RESERVE					
Revenue	209,006.80	120,683.32	262,762.20	142,078.88	724,100.00
Expense	209,006.80	120,661.62	262,762.20	-142,100.58	724,100.00
Total Fund: 030 - CAPITAL RESERVE:	0.00	21.70	0.00	-21.70	0.00
Fund: 031 - CAPITAL RSRV-BLDG MAINT					
Revenue	872.23	333.32	1,932.50	1,599.18	2,000.00
Expense	0.00	7,777.80	0.00	7,777.80	46,667.00
Total Fund: 031 - CAPITAL RSRV-BLDG MAINT:	872.23	-7,444.48	1,932.50	9,376.98	-44,667.00
Fund: 032 - CIP LARGE VEHICLE/EQUIPMENT					
Revenue	0.00	16,998.82	0.00	-16,998.82	101,993.00
Total Fund: 032 - CIP LARGE VEHICLE/EQUIPMENT:	0.00	16,998.82	0.00	-16,998.82	101,993.00
Fund: 110 - ROAD USE TAX					
Revenue	331,082.00	646,071.46	731,599.43	85,527.97	3,876,429.00
Expense	199,692.62	575,326.32	698,615.63	-123,289.31	3,451,963.00
Total Fund: 110 - ROAD USE TAX:	131,389.38	70,745.14	32,983.80	-37,761.34	424,466.00
Fund: 111 - ROAD USE TAX INSURANCE RESERVE					
Revenue	178.82	0.00	396.19	396.19	0.00
Total Fund: 111 - ROAD USE TAX INSURANCE RESERVE:	178.82	0.00	396.19	396.19	0.00
Fund: 112 - EMPLOYEE BENEFITS FUND					
Revenue	12,397.22	485,015.48	42,764.53	-442,250.95	2,910,093.00
Expense	0.00	605,996.82	0.00	605,996.82	3,635,981.00
Total Fund: 112 - EMPLOYEE BENEFITS FUND:	12,397.22	-120,981.34	42,764.53	163,745.87	-725,888.00

Account Typ...	August Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Fund: 117 - POLICE/FIRE RETIREMENT					
Revenue	2,151.86	228,432.44	11,898.81	-216,533.63	1,370,595.00
Expense	0.00	216,733.50	0.00	216,733.50	1,300,401.00
Total Fund: 117 - POLICE/FIRE RETIREMENT:	2,151.86	11,698.94	11,898.81	199.87	70,194.00
Fund: 119 - EMERGENCY FUND					
Revenue	37.44	0.00	1,903.04	1,903.04	0.00
Total Fund: 119 - EMERGENCY FUND:	37.44	0.00	1,903.04	1,903.04	0.00
Fund: 121 - LOCAL OPTION SALES TAX					
Revenue	403,691.56	684,666.66	840,547.59	155,880.93	4,108,000.00
Expense	7,130.32	947,926.12	24,671.22	923,254.90	5,687,559.00
Total Fund: 121 - LOCAL OPTION SALES TAX:	396,561.24	-263,259.46	815,876.37	1,079,135.83	-1,579,559.00
Fund: 125 - TAX INCREMENT FINANCING					
Revenue	2,346.43	250,177.14	30,313.96	-219,863.18	1,501,063.00
Expense	0.00	258,188.66	0.00	258,188.66	1,549,132.00
Total Fund: 125 - TAX INCREMENT FINANCING:	2,346.43	-8,011.52	30,313.96	38,325.48	-48,069.00
Fund: 126 - TIF-LMI					
Revenue	0.00	1,573.48	0.00	-1,573.48	9,441.00
Total Fund: 126 - TIF-LMI:	0.00	1,573.48	0.00	-1,573.48	9,441.00
Fund: 130 - CITY TORT LIABILITY					
Revenue	169.35	6,833.32	10,154.65	3,321.33	41,000.00
Expense	8,939.79	6,666.66	8,939.79	-2,273.13	40,000.00
Total Fund: 130 - CITY TORT LIABILITY:	-8,770.44	166.66	1,214.86	1,048.20	1,000.00
Fund: 132 - GRANTS-STATE/LOCAL AGENCIES					
Revenue	170,648.40	455,343.94	345,648.40	-109,695.54	2,732,391.79
Expense	108,777.59	381,379.04	424,879.35	-43,500.31	2,288,274.40
Total Fund: 132 - GRANTS-STATE/LOCAL AGENCIES:	61,870.81	73,964.90	-79,230.95	-153,195.85	444,117.39
Fund: 133 - UNDESIGNATED FEDERAL GRANTS					
Revenue	15,987.62	166,666.66	16,820.62	-149,846.04	1,000,000.00
Expense	15,832.00	165,249.96	17,325.75	147,924.21	991,500.00
Total Fund: 133 - UNDESIGNATED FEDERAL GRANTS:	155.62	1,416.70	-505.13	-1,921.83	8,500.00
Fund: 140 - PARK & REC DONATION FUND					
Revenue	56,938.63	8,666.64	111,245.66	102,579.02	52,000.00
Expense	10,803.34	9,149.96	15,912.76	-6,762.80	54,900.00
Total Fund: 140 - PARK & REC DONATION FUND:	46,135.29	-483.32	95,332.90	95,816.22	-2,900.00
Fund: 141 - MTOWN TENNIS ASSOC					
Revenue	10.74	3.32	23.79	20.47	20.00
Total Fund: 141 - MTOWN TENNIS ASSOC:	10.74	3.32	23.79	20.47	20.00
Fund: 142 - SOFTBALL ASSOCIATION FUND					
Revenue	75.00	5,126.00	6.51	-5,119.49	30,756.00

Monthly Budget Report - Marshalltown

For Fiscal: 2024-2025 Period Ending: 08/31/2024

Account Typ...	August Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Expense	6,068.82	5,121.22	10,961.46	-5,840.24	30,756.00
Total Fund: 142 - SOFTBALL ASSOCIATION FUND:	-5,993.82	4.78	-10,954.95	-10,959.73	0.00
Fund: 144 - LIVE HEALTHY IOWA					
Revenue	34.79	1,257.66	77.08	-1,180.58	7,546.00
Expense	0.00	1,257.54	0.00	1,257.54	7,546.00
Total Fund: 144 - LIVE HEALTHY IOWA :	34.79	0.12	77.08	76.96	0.00
Fund: 145 - TORNADO GENERAL					
Expense	0.00	21,977.32	0.00	21,977.32	131,864.00
Total Fund: 145 - TORNADO GENERAL:	0.00	21,977.32	0.00	21,977.32	131,864.00
Fund: 150 - LOCAL PD GRANTS					
Revenue	2,834.48	9,996.00	8,631.30	-1,364.70	60,000.00
Expense	6,665.14	9,996.00	11,273.28	-1,277.28	60,000.00
Total Fund: 150 - LOCAL PD GRANTS:	-3,830.66	0.00	-2,641.98	-2,641.98	0.00
Fund: 151 - DEPT OF JUSTICE GRANTS					
Revenue	1,035.00	3,465.58	1,035.00	-2,430.58	20,800.00
Expense	0.00	3,466.10	0.00	3,466.10	20,800.00
Total Fund: 151 - DEPT OF JUSTICE GRANTS:	1,035.00	-0.52	1,035.00	1,035.52	0.00
Fund: 152 - POLICE UNDESIGNATED GRANTS					
Revenue	400.94	15,501.16	14,226.32	-1,274.84	93,007.00
Expense	8,898.19	15,495.48	10,855.30	4,640.18	93,007.00
Total Fund: 152 - POLICE UNDESIGNATED GRANTS:	-8,497.25	5.68	3,371.02	3,365.34	0.00
Fund: 153 - POLICE DEPT DONATION FUND					
Revenue	1,060.89	533.32	1,659.72	1,126.40	3,200.00
Expense	348.14	5,139.92	3,950.78	1,189.14	30,850.00
Total Fund: 153 - POLICE DEPT DONATION FUND:	712.75	-4,606.60	-2,291.06	2,315.54	-27,650.00
Fund: 156 - FIRE DEPT DONATION FUND					
Revenue	202.44	499.98	3,666.14	3,166.16	3,000.00
Expense	2,907.91	5,333.32	1,703.85	3,629.47	32,000.00
Total Fund: 156 - FIRE DEPT DONATION FUND:	-2,705.47	-4,833.34	1,962.29	6,795.63	-29,000.00
Fund: 160 - ECONOMIC DEVELOPMENT GIFT					
Revenue	204.24	166.66	452.51	285.85	1,000.00
Total Fund: 160 - ECONOMIC DEVELOPMENT GIFT:	204.24	166.66	452.51	285.85	1,000.00
Fund: 161 - SURETY DEPOSITS/SUBDIVIDER					
Revenue	42.61	30.82	94.41	63.59	185.00
Total Fund: 161 - SURETY DEPOSITS/SUBDIVIDER:	42.61	30.82	94.41	63.59	185.00
Fund: 170 - LIBRARY DONATION FUND					
Revenue	1,229.79	104,079.14	4,194.76	-99,884.38	624,475.00
Expense	1,583.85	105,789.94	2,114.06	103,675.88	634,740.00

Monthly Budget Report - Marshalltown

For Fiscal: 2024-2025 Period Ending: 08/31/2024

Account Typ...	August Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Total Fund: 170 - LIBRARY DONATION FUND:	-354.06	-1,710.80	2,080.70	3,791.50	-10,265.00
Fund: 177 - SEIZED ASSETS (POLICE)					
Revenue	31.76	583.12	110.81	-472.31	3,500.00
Expense	0.00	666.46	0.00	666.46	4,000.00
Total Fund: 177 - SEIZED ASSETS (POLICE):	31.76	-83.34	110.81	194.15	-500.00
Fund: 181 - #7 HUD LEAD GRANT					
Revenue	1,375.00	305,823.82	35,767.90	-270,055.92	1,834,943.00
Expense	119,177.68	305,808.02	143,892.36	161,915.66	1,834,943.00
Total Fund: 181 - #7 HUD LEAD GRANT:	-117,802.68	15.80	-108,124.46	-108,140.26	0.00
Fund: 184 - VOUCHERS - 002, 003					
Revenue	122,732.06	241,404.96	243,220.22	1,815.26	1,448,431.00
Expense	132,279.01	241,391.96	258,722.87	-17,330.91	1,448,431.00
Total Fund: 184 - VOUCHERS - 002, 003:	-9,546.95	13.00	-15,502.65	-15,515.65	0.00
Fund: 189 - #6 HUD LEAD GRANT/NOW STATE FUNDS ONLY					
Revenue	560.81	0.00	1,264.65	1,264.65	0.00
Total Fund: 189 - #6 HUD LEAD GRANT/NOW STATE FUNDS ONLY:	560.81	0.00	1,264.65	1,264.65	0.00
Fund: 200 - GO BONDS DEBT FUND					
Revenue	1,701.94	1,234,028.92	22,013.05	-1,212,015.87	7,404,174.00
Expense	0.00	1,279,669.30	0.00	1,279,669.30	7,678,016.00
Total Fund: 200 - GO BONDS DEBT FUND:	1,701.94	-45,640.38	22,013.05	67,653.43	-273,842.00
Fund: 300 - CIP COLLECTION FUND					
Revenue	1,726.31	118,699.14	9,210.42	-109,488.72	712,195.00
Expense	209,006.80	137,682.14	262,721.13	-125,038.99	826,093.00
Total Fund: 300 - CIP COLLECTION FUND:	-207,280.49	-18,983.00	-253,510.71	-234,527.71	-113,898.00
Fund: 311 - RISE STREET GRANTS					
Revenue	0.00	650,000.00	0.00	-650,000.00	3,900,000.00
Expense	4,820.00	816,666.66	55,713.35	760,953.31	4,900,000.00
Total Fund: 311 - RISE STREET GRANTS:	-4,820.00	-166,666.66	-55,713.35	110,953.31	-1,000,000.00
Fund: 312 - AIRPORT PROJECT FUND					
Revenue	0.00	83,333.32	2.08	-83,331.24	500,000.00
Expense	1,769.18	89,999.98	1,769.18	88,230.80	540,000.00
Total Fund: 312 - AIRPORT PROJECT FUND:	-1,769.18	-6,666.66	-1,767.10	4,899.56	-40,000.00
Fund: 340 - BIKE PATH PROJECT FUND					
Expense	135.00	272,923.30	135.00	272,788.30	1,637,540.00
Total Fund: 340 - BIKE PATH PROJECT FUND:	135.00	272,923.30	135.00	272,788.30	1,637,540.00
Fund: 341 - TREES FOREVER PROJECT					
Revenue	84.84	5,966.64	1,610.83	-4,355.81	35,800.00

Monthly Budget Report - Marshalltown

For Fiscal: 2024-2025 Period Ending: 08/31/2024

Account Typ...	August Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Expense	0.00	6,666.66	0.00	6,666.66	40,000.00
Total Fund: 341 - TREES FOREVER PROJECT:	84.84	-700.02	1,610.83	2,310.85	-4,200.00
Fund: 350 - GO BONDS CAPITAL PROJECTS					
Revenue	34.71	33.32	76.91	43.59	200.00
Total Fund: 350 - GO BONDS CAPITAL PROJECTS:	34.71	33.32	76.91	43.59	200.00
Fund: 355 - Dangerous & Dilapidated (included GO bonds)					
Revenue	3,805.90	55,082.64	10,478.06	-44,604.58	330,500.00
Expense	698.70	31,299.46	2,573.70	28,725.76	187,800.00
Total Fund: 355 - Dangerous & Dilapidated (included GO bonds):	3,107.20	23,783.18	7,904.36	-15,878.82	142,700.00
Fund: 362 - 2020 GO BONDS					
Expense	0.00	1,458.50	0.00	1,458.50	8,751.00
Total Fund: 362 - 2020 GO BONDS:	0.00	1,458.50	0.00	1,458.50	8,751.00
Fund: 363 - 2021 GO BONDS					
Revenue	23,035.86	505,295.64	52,711.36	-452,584.28	3,031,774.00
Expense	380,607.73	1,126,380.62	603,554.45	522,826.17	6,758,284.00
Total Fund: 363 - 2021 GO BONDS:	-357,571.87	-621,084.98	-550,843.09	70,241.89	-3,726,510.00
Fund: 364 - 2022 GO BONDS					
Revenue	35,389.00	514,999.96	113,121.30	-401,878.66	3,090,000.00
Expense	165,929.50	1,646,214.80	232,145.86	1,414,068.94	9,877,289.00
Total Fund: 364 - 2022 GO BONDS:	-130,540.50	-1,131,214.84	-119,024.56	1,012,190.28	-6,787,289.00
Fund: 365 - 2023 GO BONDS					
Revenue	20,944.43	16,666.66	46,404.21	29,737.55	100,000.00
Expense	0.00	633,250.78	0.00	633,250.78	3,799,505.00
Total Fund: 365 - 2023 GO BONDS:	20,944.43	-616,584.12	46,404.21	662,988.33	-3,699,505.00
Fund: 389 - AMERICAN RESCUE PLAN					
Expense	13,287.14	59,512.82	13,287.14	46,225.68	357,077.00
Total Fund: 389 - AMERICAN RESCUE PLAN:	13,287.14	59,512.82	13,287.14	46,225.68	357,077.00
Fund: 610 - WATER POLLUTION CONTROL					
Revenue	309,653.42	1,465,833.16	545,814.51	-920,018.65	8,794,999.00
Expense	309,653.42	1,465,670.50	545,814.51	919,855.99	8,794,999.00
Total Fund: 610 - WATER POLLUTION CONTROL:	0.00	162.66	0.00	-162.66	0.00
Fund: 611 - WPCP REVENUE					
Revenue	853,318.54	1,385,449.94	1,657,736.52	272,286.58	8,312,700.00
Expense	309,653.42	2,101,784.66	545,211.16	1,556,573.50	12,610,708.00
Total Fund: 611 - WPCP REVENUE:	543,665.12	-716,334.72	1,112,525.36	1,828,860.08	-4,298,008.00
Fund: 614 - WPCP CAPITAL IMPROVEMENT RSRV					
Revenue	4,164.15	4,166.66	9,226.04	5,059.38	25,000.00
Total Fund: 614 - WPCP CAPITAL IMPROVEMENT RSRV:	4,164.15	4,166.66	9,226.04	5,059.38	25,000.00

Monthly Budget Report - Marshalltown

For Fiscal: 2024-2025 Period Ending: 08/31/2024

Account Typ...	August Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Fund: 615 - WPCP PLANT & IMPROVEMENTS					
Revenue	0.00	667,505.00	283,577.37	-383,927.63	4,005,030.00
Expense	21,303.00	667,504.98	351,927.70	315,577.28	4,005,030.00
Total Fund: 615 - WPCP PLANT & IMPROVEMENTS:	-21,303.00	0.02	-68,350.33	-68,350.35	0.00
Fund: 616 - SANITARY SEWER REHAB PROJECT					
Revenue	0.00	25,000.00	0.00	-25,000.00	150,000.00
Expense	0.00	25,000.00	11,103.12	13,896.88	150,000.00
Total Fund: 616 - SANITARY SEWER REHAB PROJECT:	0.00	0.00	-11,103.12	-11,103.12	0.00
Fund: 617 - SANITARY SEWER NEW CONSTRUCTN					
Revenue	66.00	1,166.66	3,266.00	2,099.34	7,000.00
Total Fund: 617 - SANITARY SEWER NEW CONSTRUCTN:	66.00	1,166.66	3,266.00	2,099.34	7,000.00
Fund: 618 - WPCP INSURANCE RESERVE (WAS TORNADO)					
Revenue	357.63	0.00	792.36	792.36	0.00
Total Fund: 618 - WPCP INSURANCE RESERVE (WAS TORNADO):	357.63	0.00	792.36	792.36	0.00
Fund: 690 - TRANSIT OPERATING					
Revenue	46,545.70	279,849.76	95,564.10	-184,285.66	1,679,099.00
Expense	121,219.12	326,725.96	193,671.32	133,054.64	1,960,704.00
Total Fund: 690 - TRANSIT OPERATING:	-74,673.42	-46,876.20	-98,107.22	-51,231.02	-281,605.00
Fund: 691 - TRANSIT INSURANCE RESERVE					
Revenue	89.41	0.00	198.09	198.09	0.00
Total Fund: 691 - TRANSIT INSURANCE RESERVE:	89.41	0.00	198.09	198.09	0.00
Fund: 740 - STORM SEWER UTILITY					
Revenue	121,147.28	233,891.66	217,191.53	-16,700.13	1,403,350.00
Expense	78,717.99	247,831.00	128,172.02	119,658.98	1,487,231.00
Total Fund: 740 - STORM SEWER UTILITY:	42,429.29	-13,939.34	89,019.51	102,958.85	-83,881.00
Fund: 750 - COMPOSTING FACILITY					
Revenue	11,798.80	11,549.96	22,843.12	11,293.16	69,300.00
Expense	2,357.93	14,725.18	39,513.73	-24,788.55	88,362.00
Total Fund: 750 - COMPOSTING FACILITY:	9,440.87	-3,175.22	-16,670.61	-13,495.39	-19,062.00
Fund: 760 - P&R CONCESSIONS ENTERPRISE					
Revenue	14,574.40	8,000.00	33,181.53	25,181.53	48,000.00
Expense	21,712.60	7,591.70	42,351.08	-34,759.38	45,558.00
Total Fund: 760 - P&R CONCESSIONS ENTERPRISE:	-7,138.20	408.30	-9,169.55	-9,577.85	2,442.00
Fund: 881 - OCCUPATIONAL INSURANCE ESCROW					
Revenue	19,676.58	0.00	33,190.61	33,190.61	0.00
Expense	1,342.88	0.00	6,256.78	-6,256.78	0.00
Total Fund: 881 - OCCUPATIONAL INSURANCE ESCROW:	18,333.70	0.00	26,933.83	26,933.83	0.00
Fund: 884 - GROUP HEALTH INSURANCE ESCROW					
Revenue	296,636.50	0.00	592,070.34	592,070.34	0.00

Account Typ...	August Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Expense	228,811.23	0.00	478,485.53	-478,485.53	0.00
Total Fund: 884 - GROUP HEALTH INSURANCE ESCROW:	67,825.27	0.00	113,584.81	113,584.81	0.00
Fund: 886 - WORKMAN'S COMP DEDUCTIBLE FUND					
Revenue	129.36	0.00	286.61	286.61	0.00
Total Fund: 886 - WORKMAN'S COMP DEDUCTIBLE FUND:	129.36	0.00	286.61	286.61	0.00
Fund: 913 - 911 COMMISSION					
Revenue	126,936.86	0.00	246,555.49	246,555.49	0.00
Expense	182,680.85	0.00	309,549.57	-309,549.57	0.00
Total Fund: 913 - 911 COMMISSION:	-55,743.99	0.00	-62,994.08	-62,994.08	0.00
Report Total:	-1,216,081.27	-3,890,982.58	-1,668,252.25	2,222,730.33	-23,354,220.61

Fund Summary

Fund	August Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
001 - GENERAL FUND	-1,565,249.78	1,114.40	-2,693,466.07	-2,694,580.47	0.00
010 - CASH FLOW RESERVE FUND	11,293.22	56,508.50	25,021.12	-31,487.38	339,051.00
011 - INSURANCE DEDUCTIBLE RE	536.45	0.00	1,188.55	1,188.55	0.00
030 - CAPITAL RESERVE	0.00	21.70	0.00	-21.70	0.00
031 - CAPITAL RSRV-BLDG MAINT	872.23	-7,444.48	1,932.50	9,376.98	-44,667.00
032 - CIP LARGE VEHICLE/EQUIP	0.00	16,998.82	0.00	-16,998.82	101,993.00
110 - ROAD USE TAX	131,389.38	70,745.14	32,983.80	-37,761.34	424,466.00
111 - ROAD USE TAX INSURANCE	178.82	0.00	396.19	396.19	0.00
112 - EMPLOYEE BENEFITS FUND	12,397.22	-120,981.34	42,764.53	163,745.87	-725,888.00
117 - POLICE/FIRE RETIREMENT	2,151.86	11,698.94	11,898.81	199.87	70,194.00
119 - EMERGENCY FUND	37.44	0.00	1,903.04	1,903.04	0.00
121 - LOCAL OPTION SALES TAX	396,561.24	-263,259.46	815,876.37	1,079,135.83	-1,579,559.00
125 - TAX INCREMENT FINANCIN	2,346.43	-8,011.52	30,313.96	38,325.48	-48,069.00
126 - TIF-LMI	0.00	1,573.48	0.00	-1,573.48	9,441.00
130 - CITY TORT LIABILITY	-8,770.44	166.66	1,214.86	1,048.20	1,000.00
132 - GRANTS-STATE/LOCAL AGE	61,870.81	73,964.90	-79,230.95	-153,195.85	444,117.39
133 - UNDESIGNATED FEDERAL G	155.62	1,416.70	-505.13	-1,921.83	8,500.00
140 - PARK & REC DONATION FUI	46,135.29	-483.32	95,332.90	95,816.22	-2,900.00
141 - MTOWN TENNIS ASSOC	10.74	3.32	23.79	20.47	20.00
142 - SOFTBALL ASSOCIATION FU	-5,993.82	4.78	-10,954.95	-10,959.73	0.00
144 - LIVE HEALTHY IOWA	34.79	0.12	77.08	76.96	0.00
145 - TORNADO GENERAL	0.00	-21,977.32	0.00	21,977.32	-131,864.00
150 - LOCAL PD GRANTS	-3,830.66	0.00	-2,641.98	-2,641.98	0.00
151 - DEPT OF JUSTICE GRANTS	1,035.00	-0.52	1,035.00	1,035.52	0.00
152 - POLICE UNDESIGNATED GR	-8,497.25	5.68	3,371.02	3,365.34	0.00
153 - POLICE DEPT DONATION FL	712.75	-4,606.60	-2,291.06	2,315.54	-27,650.00
156 - FIRE DEPT DONATION FUN	-2,705.47	-4,833.34	1,962.29	6,795.63	-29,000.00
160 - ECONOMIC DEVELOPMENT	204.24	166.66	452.51	285.85	1,000.00
161 - SURETY DEPOSITS/SUBDIVI	42.61	30.82	94.41	63.59	185.00
170 - LIBRARY DONATION FUND	-354.06	-1,710.80	2,080.70	3,791.50	-10,265.00
177 - SEIZED ASSETS (POLICE)	31.76	-83.34	110.81	194.15	-500.00
181 - #7 HUD LEAD GRANT	-117,802.68	15.80	-108,124.46	-108,140.26	0.00
184 - VOUCHERS - 002, 003	-9,546.95	13.00	-15,502.65	-15,515.65	0.00
189 - #6 HUD LEAD GRANT/NOW	560.81	0.00	1,264.65	1,264.65	0.00
200 - GO BONDS DEBT FUND	1,701.94	-45,640.38	22,013.05	67,653.43	-273,842.00
300 - CIP COLLECTION FUND	-207,280.49	-18,983.00	-253,510.71	-234,527.71	-113,898.00
311 - RISE STREET GRANTS	-4,820.00	-166,666.66	-55,713.35	110,953.31	-1,000,000.00
312 - AIRPORT PROJECT FUND	-1,769.18	-6,666.66	-1,767.10	4,899.56	-40,000.00
340 - BIKE PATH PROJECT FUND	-135.00	-272,923.30	-135.00	272,788.30	-1,637,540.00
341 - TREES FOREVER PROJECT	84.84	-700.02	1,610.83	2,310.85	-4,200.00

Monthly Budget Report - Marshalltown

For Fiscal: 2024-2025 Period Ending: 08/31/2024

350 - GO BONDS CAPITAL PROJEC	34.71	33.32	76.91	43.59	200.00
355 - Dangerous & Dilapidated (ir	3,107.20	23,783.18	7,904.36	-15,878.82	142,700.00
362 - 2020 GO BONDS	0.00	-1,458.50	0.00	1,458.50	-8,751.00
363 - 2021 GO BONDS	-357,571.87	-621,084.98	-550,843.09	70,241.89	-3,726,510.00
364 - 2022 GO BONDS	-130,540.50	-1,131,214.84	-119,024.56	1,012,190.28	-6,787,289.00
365 - 2023 GO BONDS	20,944.43	-616,584.12	46,404.21	662,988.33	-3,699,505.00
389 - AMERICAN RESCUE PLAN	-13,287.14	-59,512.82	-13,287.14	46,225.68	-357,077.00
610 - WATER POLLUTION CONTRI	0.00	162.66	0.00	-162.66	0.00
611 - WPCP REVENUE	543,665.12	-716,334.72	1,112,525.36	1,828,860.08	-4,298,008.00
614 - WPCP CAPITAL IMPROVEMI	4,164.15	4,166.66	9,226.04	5,059.38	25,000.00
615 - WPCP PLANT & IMPROVEM	-21,303.00	0.02	-68,350.33	-68,350.35	0.00
616 - SANITARY SEWER REHAB PF	0.00	0.00	-11,103.12	-11,103.12	0.00
617 - SANITARY SEWER NEW COM	66.00	1,166.66	3,266.00	2,099.34	7,000.00
618 - WPCP INSURANCE RESERVE	357.63	0.00	792.36	792.36	0.00
690 - TRANSIT OPERATING	-74,673.42	-46,876.20	-98,107.22	-51,231.02	-281,605.00
691 - TRANSIT INSURANCE RESER	89.41	0.00	198.09	198.09	0.00
740 - STORM SEWER UTILITY	42,429.29	-13,939.34	89,019.51	102,958.85	-83,881.00
750 - COMPOSTING FACILITY	9,440.87	-3,175.22	-16,670.61	-13,495.39	-19,062.00
760 - P&R CONCESSIONS ENTERP	-7,138.20	408.30	-9,169.55	-9,577.85	2,442.00
881 - OCCUPATIONAL INSURANCI	18,333.70	0.00	26,933.83	26,933.83	0.00
884 - GROUP HEALTH INSURANCI	67,825.27	0.00	113,584.81	113,584.81	0.00
886 - WORKMAN'S COMP DEDUC	129.36	0.00	286.61	286.61	0.00
913 - 911 COMMISION	-55,743.99	0.00	-62,994.08	-62,994.08	0.00
Report Total:	-1,216,081.27	-3,890,982.58	-1,668,252.25	2,222,730.33	-23,354,220.61

**RESOLUTION AUTHORIZING THE USE OF COUNCIL-DESIGNATED LOCAL
OPTION SALES TAX FOR CIVIC PLUS IMPROVEMENTS**

WHEREAS, the City of Marshalltown implemented a new website with Civic Plus in 2017 with basic modules for agenda and meetings management; and

WHEREAS, Staff proposed additional enhancements for agenda and meetings management and codification through Civic Plus; 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 CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that the use of Council-designated Local Option Sales Tax funds for Civic Plus Improvements is approved up to \$12,750 for Civic Clerk, Live Meeting Manager, and Municode.

Passed this 20th day of December 2024, and signed this _____ day of December 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: Carol Webb, City Administrator and Alicia Hunter, City Clerk
DATE: December 4, 2024
RE: Technology Improvement Requests

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 existing City functions for efficiencies.

Recommendation: Implement agenda and meeting management and codification technology solutions.

Budget Impact: Quotes below, requesting use of Council Designated Local Option Sales Tax for implementation.

Description/Background: The City's website provider is CivicPlus. Meeting agendas are issued through the basic Agenda Center Module with all documentation created independently from the system. Staff wish to upgrade to CivicClerk for agenda and meeting management. This solution provides many efficiencies for staff and public viewing improvements.

CivicClerk – Agenda Management

- Standardized designs throughout the system.
- Agenda Modifications like automatic reordering, item duplication, moving agenda items to future meetings.
- Configurable field types for council memos.
- Item statuses and approval processes.
- Board Portal gives officials access to meeting content to take personal notes.
- Public Resident Portal for agenda materials.
- Automated minutes module to migrate agenda content.

Live Meeting Manager (Add-On)

- Provides audience display pages.
- Provides display of votes with optional electronic voting.
- Real-time updates of current item (pass/fail).
- Visible timer for public comment speakers.
- Automatically bookmarks video timestamps to agenda items.
- The agenda center would have a video button for quick access of past meetings.

CITY COUNCIL

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



- Provides side-by-side agenda and video display of meetings.

CivicMedia (Add-On)

- Shares high-definition live video feeds of your meetings.
- Integrates all video content directly into your meeting agendas.
- Videos feature allows bookmarking for easy navigation.
- Viewers can watch videos from any device with no software or application downloads necessary.
- Integrated closed captioning and translation services are available at an additional cost.
 - Closed captioning \$0.45 per minute.
 - Translation \$0.012 per word (must have closed captioning to get translation).
 - YouTube does provide closed captioning and translation on our current channel.

Additionally, staff would like to change our codification process. Currently, the City is utilizing American Legal for full service codification and website hosting. We currently pay \$500 per year for hosting and a per page amount for supplementation with \$5,000 budgeted. The current process to produce an ordinance change is to download the online code to a Word document, create a mark-up version for council. When council adopts an ordinance, they are sent into the company to update the online code and provide the updated printed version. This process typically takes 8-12 weeks, leaving the online code outdated. CivicPlus our website provider has acquired Municode which offers a self-publishing option, something American Legal does not. With self-publishing, staff will be able to edit within the online code to produce a red-line version for council. Once council adopts the ordinance it can be immediately published within the code. It also then provides a history of an ordinance online to view past versions, currently this is a manual review of files on our server. This update will provide staff efficiencies, public transparency, and helps keep those responsible for enforcement up to date with the current code.

Cost Information:

Solution	Implementation	Annual Fee	Discount	Total Initial Term
CivicClerk Pro Premium	\$3,900	\$6,300	\$1,575	\$8,625
Live Meeting Manager	\$500	\$2,400	\$600	\$2,300
CivicPlus Media	\$1,050	\$6,000	\$3,000	\$4,050
Municode	\$1,000	\$2,250	-	\$2,250*

**The quote was for ordinances adopted through our last supplement 7/8/24. We currently have a supplement pending and some additional ordinances that will need to be included in the implementation so there will be additional fees. Recommend an up-to amount of \$3,500.*

Staff are requesting the use of council-designated local option sales tax for initial term costs for Municode and CivicClerk Pro Premium with the option of Live Meeting Manager and/or Civic Plus Media should the council request those additional implementations. Annual fees would then be allocated to the general fund moving forward.

MINUTES 12/9/24

Alicia Hunter, City Clerk presented a request for technology improvements for agenda and meeting management and codification through the City's website. Motion by Fonseca, second by Schneider to adopt all of the technology options to include translation services. Amended motion by Schneider, second by Thompson to dual post the live stream through the technology upgrade and on our current YouTube Channel. Motion carried 4-3, Fonseca, Ladehoff, Mitchell dissenting.

CITY COUNCIL

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



Amended motion by Nichols, second by Thompson to strike the Civic Media package and continue with YouTube only. Motion carried 4-3, Fonseca, Kell, Schneider dissenting. Original motion as amendment to implement Civic Clerk, Live Meeting Manager and Municode carried 5-2, Fonseca and Mitchell dissenting.

CITY COUNCIL

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



**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:**Date:****Expires On:**

Statement of Work

Q-87319-1

11/14/2024 9:52 AM

12/20/2024

Client:

City of Marshalltown, IA

Bill To:

MARSHALLTOWN, IOWA

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Megan White		mwhite@civicplus.com		Net 30

Discount(s)

QTY	PRODUCT NAME	DESCRIPTION	TOTAL
1.00	AMM: Year 1 Annual Fee Discount	December 50% Year 1 Annual Fee Promotion	USD -3,150.00
1.00	AMM: Year 1 Annual Fee Discount	December 50% Year 1 Annual Fee Promotion	USD -1,200.00

One-time(s)

QTY	PRODUCT NAME	DESCRIPTION	TOTAL
1.00	AMM Select: Pro Premium Implementation	Pro Premium Implementation; Includes config. of up to 10 meeting types, up to 10 boards, 1 approval workflow per meeting type, 4 hrs of training, and 2 hrs of consulting; Includes 1 original agenda, 1 original minutes, and 1 original staff report design	USD 3,900.00
1.00	AMM Select: Live Meeting Manager Implementation Fee	Live Meeting Manager Implementation	USD 500.00

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION	TOTAL
1.00	AMM Select: Pro Annual Fee	AMM Select: Pro Annual Fee	USD 6,300.00

QTY	PRODUCT NAME	DESCRIPTION	TOTAL
1.00	AMM Select: Live Meeting Manager Annual Fee	AMM Select: Live Meeting Manager Annual Fee	USD 2,400.00

List Price - Initial Term Total	USD 13,100.00
Total Investment - Initial Term	USD 8,750.00
Annual Recurring Services (Subject to Uplift)	USD 8,700.00

Initial Term	12 Months
Initial Term Invoice Schedule	100% Invoiced upon Signature Date

Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Annual Uplift	5% to be applied in year 2

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Binding Terms"). By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Acceptance

The undersigned has read and agrees to the following Binding Terms, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date:

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

CivicPlus

By (please sign):

By (please sign):

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:**Date:****Expires On:**

Statement of Work

Q-88704-1

12/11/2024 3:03 PM

12/31/2024

Client:

City of Marshalltown, IA

Bill To:

MARSHALLTOWN CITY, IOWA

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
JR Riley		jriley@civicplus.com		Net 30

One-time(s)

QTY	PRODUCT NAME	DESCRIPTION	TOTAL
1.00	Self-Publishing Software Database Setup & Conversion Fee	Self-Publishing Software Database Setup & Conversion Fee Includes codified code through July 8, 2024 with Land Use	USD 1,000.00

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION	TOTAL
1.00	Self-Publishing Software Subscription	5 user licenses, 2 recorded remote training sessions (up to 1.5 hours each), access to document drafting tools, and legislative history tools with PDF storage. (Data limits may apply)	USD 2,250.00

Total Investment - Initial Term	USD 3,250.00
Annual Recurring Services (Subject to Uplift)	USD 2,250.00

Initial Term	12 Months
Initial Term Invoice Schedule	100% Invoiced upon Signature Date

Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Annual Uplift	5% to be applied in year 2

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Binding Terms"), By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.



Acceptance

The undersigned has read and agrees to the following Binding Terms, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date:

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

CivicPlus

By (please sign):

By (please sign):

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Organization Legal Name: _____

Billing Contact: _____

Title: _____

Billing Phone Number: _____

Billing Email: _____

Billing Address: _____

Mailing Address: (If different from above) _____

PO Number: (Info needed on Invoice (PO or Job#) if required) _____

RESOLUTION APPROVING THE 2025 BOLTON AND MENK PROFESSIONAL SERVICES AGREEMENT FOR GENERAL ENGINEERING SERVICES

WHEREAS, the City of Marshalltown has requested to continue to utilize Bolton and Menk for general engineering services; and

WHEREAS, Bolton and Menk has submitted a Professional Services Agreement on an hourly basis to assist the City in handling day-to-day general engineering items not associated with a particular project at a reduced rate up to 50 hours per month.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA: that the Professional Services Agreement with Bolton and Menk for General Engineering Services is hereby approved and the Mayor is directed to execute the Agreement.

Passed this 20th day of December 2024, and signed this ____ day of December 2024.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

MARSHALLTOWN

— I O W A —

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

TO: Mayor & City Council
FROM: Carol Webb, City Administrator
DATE: December 20, 2024
RE: 2025 Agreement for General Engineering Services

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: Approve the professional services agreement with Bolton & Menk for general engineering services.

Budget Impact: Expenditures under this agreement are funded from operating budgets.

Description/Background:

On-call engineering services support staff when professional services are needed that are not included in standard contracts in specific projects. In addition, vacancies in the City's engineering positions have increased the workload on other staff members within the Engineering department. On-call contracts support staff in delivering on a variety of projects. The on-call agreement affords a reduced hourly rate for the first 50 hours of work performed under the agreement in a month.

CITY COUNCIL

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



2025 AGREEMENT FOR PROFESSIONAL SERVICES

GENERAL ENGINEERING SERVICES

CITY OF MARSHALLTOWN, IOWA

This Agreement, made this ____ day of _____ 202_, by and between City of Marshalltown, 24 N. Center Street, Marshalltown, Iowa 50158, hereinafter referred to as CLIENT, and BOLTON & MENK, INC., 1519 Baltimore Dr., Ames, IA 50010, hereinafter referred to as CONSULTANT.

WITNESS, whereas the CLIENT requires professional General Engineering Services in conjunction with various City projects and whereas the CONSULTANT agrees to furnish the various professional services required by the CLIENT.

NOW, THEREFORE, in consideration of the mutual covenants and promises between the parties hereto, it is agreed:

SECTION I - CONSULTANT'S SERVICES

- A. The CONSULTANT agrees to perform General Engineering Services requested by the CLIENT as described in Section III-A of this Agreement.
- B. Upon mutual agreement of the parties hereto, Additional Project Engineering Services may be authorized by separate work order as outlined in Section III – B of this Agreement.

SECTION II - THE CLIENT'S RESPONSIBILITIES

- A. The CLIENT shall promptly compensate the CONSULTANT in accordance with Section III of this Agreement.
- B. The CLIENT shall place any and all previously acquired information in its custody at the disposal of the CONSULTANT for its use. Such information shall include but shall not be limited boundary surveys, topographic surveys, preliminary sketch plan layouts, building plans, soil surveys, drainage reports, abstracts, deed descriptions, tile maps and layouts, aerial photos, utility agreements, environmental reviews, and zoning limitations. The CONSULTANT may rely upon the accuracy and sufficiency of all such information in performing services unless otherwise instructed, in writing, by CLIENT.
- C. The CLIENT will guarantee access to and make all provisions for entry upon both public and private portions of the project and pertinent adjoining properties.
- D. The CLIENT will give prompt notice to the CONSULTANT whenever the CLIENT observes or otherwise becomes aware of any defect in the proposed project.

- E. The CLIENT shall designate a liaison person to act as the CLIENT'S representative with respect to services to be rendered under this Agreement. Said representative shall have the authority to transmit instructions, receive instructions, receive information, interpret and define the CLIENT'S policies with respect to the project and CONSULTANT'S services.

Carol Webb – City Administrator Heather Thomas – Public Works Director
City of Marshalltown 24 N. Center Street Marshalltown, IA 50158 Phone: (641) 754-5701

- F. The CLIENT shall provide such legal, accounting, independent cost estimating and insurance counseling services as may be required for completion of the consultant services described in this agreement.
- G. The CLIENT will obtain any and all regulatory permits required for the proper and legal execution of the project.
- H. The CLIENT will hire, when requested by the CONSULTANT, an independent test company to perform laboratory and material testing services, and soil investigation that can be justified for the proper design and construction of the project. The CONSULTANT shall assist the CLIENT in selecting a testing company. Payment for testing services shall be made directly to the testing company by the CLIENT and is not part of this Agreement.

SECTION III - COMPENSATION FOR SERVICES

- A. **Basic Services.** Bolton & Menk, Inc. proposes to serve the City of Marshalltown on an hourly basis. Therefore, to assist the City in handling day-to-day general engineering items not associated with a particular project it is proposed to perform these tasks at reduced rate of \$100/hour for the Consultant City Engineer and other professional engineers for non-project related services up to 50 hours per month.

As this applies to non-project related items, the savings is generally related to expenditures from the general fund budget of the City. In addition, there is only a one (1) hour charge to the City for attendance at City Council Meetings, if attendance is requested by the Client.

For work requested in excess of 50 hours per month, standard hourly billing rates shall apply.

- B. **Project Engineering Services.** When requested by the Client, Bolton & Menk will develop, by Work Order, a scope of services and estimate of hours to complete each project phase. This information will be the basis for developing a not-to-exceed fee for projects.

Billings are based on hours spent at rates in effect for the individuals performing the work. The hourly rates for Principals, Senior Associates, Associates and members of the staff vary according to skill and experience. These rates shall apply for projects for the period through December 31, 2025 and may be adjusted annually thereafter to account for changed labor costs, inflation or changed overhead conditions.

Hourly rates include labor, general business and other normal and customary expenses associated with operating a professional business. Unless otherwise agreed, the above rates include vehicle and personal expenses, mileage, telephone, survey stakes and routine expendable supplies; and no separate charges will be made for these activities and materials. Expenses beyond the agreed scope of services and non-routine expenses, such as large quantities of prints, extra report copies, out-sourced graphics and photographic reproductions, document recording fees, outside professional and technical assistance and other items of this general nature, will be invoiced separately, upon client approval. Rates and charges do not include sales tax, if applicable.

The CLIENT will compensate the CONSULTANT in accordance with the attached schedule of fees effective through December 31, 2025 for the time spent in performance of Agreement services.

IV - GENERAL

- A. **Standard of Care.** Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the Consultant's profession currently practicing under similar conditions. No warranty, express or implied, is made.
- B. **Change in Project Scope.** In the event the CLIENT changes or is required to change the scope of the project from that described in Section I and/or the applicable addendum, and such changes require Additional Services by the CONSULTANT, the CONSULTANT shall be entitled to additional compensation at the applicable hourly rates. The CONSULTANT shall give notice to the CLIENT of any Additional Services, prior to furnishing such additional services. The CLIENT may request an estimate of additional cost from the CONSULTANT, and upon receipt of the request, the CONSULTANT shall furnish such, prior to authorization of the changed scope of work.
- C. **Limitation of Liability.** CONSULTANT shall indemnify, defend, and hold harmless CLIENT and its officials, agents and employees from any loss, claim, liability, and expense (including reasonable attorneys' fees and expenses of litigation) arising from, or based in the whole, or in any part, on any negligent act or omission by CONSULTANT'S employees, agents, or subconsultants. In no event shall CLIENT be liable to CONSULTANT for consequential, incidental, indirect, special, or punitive damages.

CLIENT shall indemnify, defend, and hold harmless CONSULTANT and its employees from any loss, claim, liability, and expense (including reasonable attorneys' fees and expenses of litigation) arising from, or based in the whole, or in any part, on any negligent act or omission by CLIENT'S employees, agents, or consultants. In no event shall CONSULTANT be liable to CLIENT for consequential, incidental, indirect, special, or punitive damages.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the CONSULTANT. The CONSULTANT'S services under this Agreement are being performed solely for the CLIENT'S benefit, and no other entity shall have any claim against the CONSULTANT because of this Agreement or the performance or nonperformance of services provided hereunder. The CLIENT agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of the paragraph.

- D. **Insurance.** The CONSULTANT agrees to maintain, at the CONSULTANT'S expense, statutory worker's compensation coverage.

The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, general liability insurance coverage insuring CONSULTANT against claims for bodily injury, death or property damage arising out of CONSULTANT'S general business activities (including automobile use). The liability insurance policy shall provide coverage for each occurrence in the minimum amount of \$1,000,000.

During the period of design and construction of the project, the CONSULTANT also agrees to maintain, at CONSULTANT'S expense, Professional Liability Insurance coverage insuring CONSULTANT against damages for legal liability arising from an error, omission or negligent act in the performance of professional services required by this agreement, providing that such coverage is reasonably available at commercially affordable premiums. For purposes of this agreement, "reasonably available" and "commercially affordable" shall mean that more than half of the design professionals practicing in this state in CONSULTANT'S discipline are able to obtain coverage. The professional liability insurance policy shall provide coverage for each occurrence in the amount of \$1,000,000 and annual aggregate of \$1,000,000 on a claims-made basis.

Upon request of CLIENT, CONSULTANT shall provide CLIENT with certificates of insurance, showing evidence of required coverages.

- E. **Opinions or Estimates of Construction Cost.** Where provided by the CONSULTANT as part of Exhibit I or otherwise, opinions or estimates of construction cost will generally be based upon public construction cost information. Since the CONSULTANT has no control over the cost of labor, materials, competitive bidding process, weather conditions and other factors affecting the cost of construction, all cost estimates are opinions for general information of the CLIENT and the CONSULTANT does not warrant or guarantee the accuracy of construction cost opinions or estimates. The CLIENT acknowledges that costs for project financing should be based upon contracted construction costs with appropriate contingencies.
- F. **Construction Services.** It is agreed that the CONSULTANT and its representatives shall not be responsible for the means, methods, techniques, schedules or procedures of construction selected by the contractor or the safety precautions or programs incident to the work of the contractor.
- G. **Use of Electronic/Digital Data.** Because of the potential instability of electronic/digital data and susceptibility to unauthorized changes, copies of documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by CONSULTANT. Except for electronic/digital data which is specifically identified as a project deliverable by this AGREEMENT or except as otherwise explicitly provided in this AGREEMENT, all electronic/digital data developed by the CONSULTANT as part of the PROJECT is acknowledged to be an internal working document for the CONSULTANT'S purposes solely and any such information provided to the CLIENT shall be on an "AS IS" basis strictly for the convenience of the CLIENT without any warranties of any kind. As such, the CLIENT is advised and acknowledges that use of such information may require substantial modification and independent verification by the CLIENT (or its designees). Provision of electronic/digital data, whether required by this Agreement or provided as a convenience to the Client, does not include any license of software or other systems necessary to read, use or reproduce the information. It is the responsibility of the CLIENT to verify compatibility with its

system and long-term stability of media. CLIENT shall indemnify and hold harmless CONSULTANT and its Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting from third party use or any adaptation or distribution of electronic/digital data provided under this AGREEMENT, unless such third party use and adaptation or distribution is explicitly authorized by this AGREEMENT.

- H. **Reuse of Documents.** Drawings and Specifications and all other documents (including electronic and digital versions of any documents) prepared or furnished by CONSULTANT pursuant to this AGREEMENT are instruments of service in respect to the Project and CONSULTANT shall retain an ownership interest therein. Upon payment of all fees owed to the CONSULTANT, the CLIENT shall acquire an ownership interest in all identified deliverables, including Plans and Specifications, for any reasonable use relative to the Project and the general operations of the CLIENT. CLIENT may make and disseminate copies for information and reference in connection with the use and maintenance of the Project by the CLIENT. However, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project and any reuse other than that specifically intended by this AGREEMENT will be at CLIENT'S sole risk and without liability or legal exposure to CONSULTANT.
- I. **Confidentiality.** CONSULTANT agrees to keep confidential and not to disclose to any person or entity, other than CONSULTANT'S employees and subconsultants any information obtained from CLIENT not previously in the public domain or not otherwise previously known to or generated by CONSULTANT. These provisions shall not apply to information in whatever form that comes into the public domain through no fault of CONSULTANT; or is furnished to CONSULTANT by a third party who is under no obligation to keep such information confidential; or is information for which the CONSULTANT is required to provide by law or authority with proper jurisdiction; or is information upon which the CONSULTANT must rely for defense of any claim or legal action.
- J. **Period of Agreement.** This Agreement will remain in effect until 12/31/2024 or such other explicitly identified completion period, after which time the Agreement may be extended upon mutual agreement of both parties.
- K. **Payments.** If CLIENT fails to make any payment due CONSULTANT for services and expenses within thirty days after date of the CONSULTANT'S invoice, a service charge of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less, may be charged on any unpaid balance. In addition after giving seven days' written notice to CLIENT, CONSULTANT may, without waiving any claim or right against the CLIENT and without incurring liability whatsoever to the CLIENT, suspend services and withhold project deliverables due under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses and charges.
- L. **Termination.** This Agreement may be terminated by either party for any reason or for convenience by either party upon seven (7) days written notice.

In the event of termination, the CLIENT shall be obligated to the CONSULTANT for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination, computed in accordance with Section III of this Agreement.

- M. **Contingent Fee.** The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a

bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from award or making of this Agreement.

- N. **Non-Discrimination.** The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein.

The CONSULTANT is an Equal Opportunity Employer and it is the policy of the CONSULTANT that all employees, persons seeking employment, subcontractors, subconsultants and vendors are treated without regard to their race, religion, sex, color, national origin, disability, age, sexual orientation, marital status, public assistance status or any other characteristic protected by federal, state or local law.

- O. **Controlling Law.** This Agreement is to be governed by the law of the State of Iowa.
- P. **Dispute Resolution.** CLIENT and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law. Any claims or disputes unresolved after good faith negotiations shall first be submitted to mediation, using a mutually acceptable Neutral Third Party and mutually agreeable mediation process. If the mediation is unsuccessful in resolving the dispute, the parties may mutually agree to submit to another method of dispute resolution or submit the dispute to a court of competent jurisdiction.
- Q. **Survival.** All obligations, representations and provisions made in or given in Section IV of this Agreement will survive the completion of all services of the CONSULTANT under this Agreement or the termination of this Agreement for any reason.
- R. **Severability.** Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

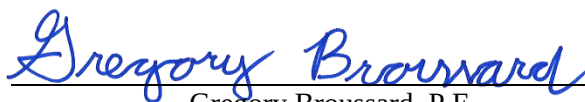
SECTION V - SIGNATURES

THIS INSTRUMENT embodies the whole agreement of the parties, there being no promises, terms, conditions or obligation referring to the subject matter other than contained herein. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their behalf.

CLIENT: City of Marshalltown, Iowa

CONSULTANT: Bolton & Menk, Inc.



Gregory Broussard, P.E.
Principal

Date

12/9/2024

Date

RESOLUTION APPROVING THE 2025 BOLTON AND MENK PROFESSIONAL SERVICES AGREEMENT FOR GEOGRAPHIC INFORMATION SYSTEM SERVICES

WHEREAS, the City of Marshalltown has requested to continue to utilize Bolton and Menk for Geographic Information System Services (GIS); and

WHEREAS, Bolton and Menk has submitted a Professional Services Agreement on an hourly basis to assist the City in handling day-to-day GIS items not associated with a particular project at a reduced rate up to 40 hours per month.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA: that the Professional Services Agreement with Bolton and Menk for GIS Services is hereby approved and the Mayor is directed to execute the Agreement.

Passed this 20th day of December 2024, and signed this ____ day of December 2024.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

MARSHALLTOWN

— I O W A —

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

TO: Mayor & City Council
FROM: Carol Webb, City Administrator
DATE: December 20, 2024
RE: 2025 Agreement for Geographical Information Systems (GIS) Services

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: Approve the professional services agreement with Bolton & Menk for GIS Services.

Budget Impact: Expenditures under this agreement are funded from operating budgets.

Description/Background:

The proposed GIS services agreement will support staff when professional services are needed that are not included in standard contracts for specific projects. The on-call agreement affords a reduced hourly rate for the first 40 hours of work performed under the agreement in a month.

CITY COUNCIL

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



2025 AGREEMENT FOR PROFESSIONAL SERVICES

GEOGRAPHIC INFORMATION SYSTEM (GIS)

CITY OF MARSHALLTOWN, IOWA

This Agreement, made this ____ day of _____ 202__, by and between City of Marshalltown, 24 N. Center Street, Marshalltown, Iowa 50158, hereinafter referred to as CLIENT, and BOLTON & MENK, INC., 1519 Baltimore Dr., Ames, IA 50010, hereinafter referred to as CONSULTANT.

WITNESS, whereas the CLIENT requires professional Geographic Information System (GIS) services in conjunction with various City projects and whereas the CONSULTANT agrees to furnish the various professional services required by the CLIENT.

NOW, THEREFORE, in consideration of the mutual covenants and promises between the parties hereto, it is agreed:

SECTION I - CONSULTANT'S SERVICES

- A. The CONSULTANT agrees to perform Geographic Information System (GIS) services requested by the CLIENT as described in Section III-A of this Agreement.
- B. Upon mutual agreement of the parties hereto, Additional Geographic Information System (GIS) services may be authorized by separate work order as outlined in Section III – B of this Agreement.

SECTION II - THE CLIENT'S RESPONSIBILITIES

- A. The CLIENT shall promptly compensate the CONSULTANT in accordance with Section III of this Agreement.
- B. The CLIENT shall place any and all previously acquired information in its custody at the disposal of the CONSULTANT for its use. Such information shall include but shall not be limited boundary surveys, topographic surveys, preliminary sketch plan layouts, building plans, soil surveys, drainage reports, abstracts, deed descriptions, tile maps and layouts, aerial photos, utility agreements, environmental reviews, and zoning limitations. The CONSULTANT may rely upon the accuracy and sufficiency of all such information in performing services unless otherwise instructed, in writing, by CLIENT.
- C. The CLIENT will guarantee access to and make all provisions for entry upon both public and private portions of the project and pertinent adjoining properties.
- D. The CLIENT will give prompt notice to the CONSULTANT whenever the CLIENT observes or otherwise becomes aware of any defect in the proposed project.

- E. The CLIENT shall designate a liaison person to act as the CLIENT'S representative with respect to services to be rendered under this Agreement. Said representative shall have the authority to transmit instructions, receive instructions, receive information, interpret and define the CLIENT'S policies with respect to the project and CONSULTANT'S services.

Carol Webb – City Administrator
Heather Thomas – Public Works Director
City of Marshalltown 24 N. Center Street Marshalltown, IA 50158 Phone: (641) 754-5701

- F. The CLIENT shall provide such legal, accounting, independent cost estimating and insurance counseling services as may be required for completion of the consultant services described in this agreement.
- G. The CLIENT will obtain any and all regulatory permits required for the proper and legal execution of the project.
- H. The CLIENT will hire, when requested by the CONSULTANT, an independent test company to perform laboratory and material testing services, and soil investigation that can be justified for the proper design and construction of the project. The CONSULTANT shall assist the CLIENT in selecting a testing company. Payment for testing services shall be made directly to the testing company by the CLIENT and is not part of this Agreement.

SECTION III - COMPENSATION FOR SERVICES

- A. **Basic Services.** Bolton & Menk, Inc. proposes to serve the City of Marshalltown on an hourly basis. Therefore, to assist the City in handling day-to-day general GIS items not associated with a particular project it is proposed to perform these tasks at reduced rate of \$100/hour for the GIS Specialist and other professional engineers for non-project related services up to 40 hours per month.

As this applies to non-project related items, the savings is generally related to expenditures from the general fund budget of the City. In addition, there is only a one (1) hour charge to the City for attendance at City Council Meetings, if attendance is requested by the Client.

For work requested in excess of 40 hours per month, standard hourly billing rates shall apply.

- B. **Project GIS Services.** When requested by the Client, Bolton & Menk will develop, by Work Order, a scope of services and estimate of hours to complete each project phase. This information will be the basis for developing a not-to-exceed fee for projects.

Billings are based on hours spent at rates in effect for the individuals performing the work. The hourly rates for Principals, Senior Associates, Associates and members of the staff vary according to skill and experience. These rates shall apply for projects for the period through December 31, 2025 and may be adjusted annually thereafter to account for changed labor costs, inflation or changed overhead conditions.

Hourly rates include labor, general business and other normal and customary expenses associated with operating a professional business. Unless otherwise agreed, the above rates include vehicle and personal expenses, mileage, telephone, survey stakes and routine expendable supplies; and no separate charges will be made for these activities and materials. Expenses beyond the agreed scope of services and non-routine expenses, such as large quantities of prints, extra report copies, out-sourced graphics and photographic reproductions, document recording fees, outside professional and technical assistance and other items of this general nature, will be invoiced separately, upon client approval. Rates and charges do not include sales tax, if applicable.

The CLIENT will compensate the CONSULTANT in accordance with the attached schedule of fees effective through December 31, 2025 for the time spent in performance of Agreement services.

IV - GENERAL

- A. **Standard of Care.** Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the Consultant's profession currently practicing under similar conditions. No warranty, express or implied, is made.
- B. **Change in Project Scope.** In the event the CLIENT changes or is required to change the scope of the project from that described in Section I and/or the applicable addendum, and such changes require Additional Services by the CONSULTANT, the CONSULTANT shall be entitled to additional compensation at the applicable hourly rates. The CONSULTANT shall give notice to the CLIENT of any Additional Services, prior to furnishing such additional services. The CLIENT may request an estimate of additional cost from the CONSULTANT, and upon receipt of the request, the CONSULTANT shall furnish such, prior to authorization of the changed scope of work.
- C. **Limitation of Liability.** CONSULTANT shall indemnify, defend, and hold harmless CLIENT and its officials, agents and employees from any loss, claim, liability, and expense (including reasonable attorneys' fees and expenses of litigation) arising from, or based in the whole, or in any part, on any negligent act or omission by CONSULTANT'S employees, agents, or subconsultants. In no event shall CLIENT be liable to CONSULTANT for consequential, incidental, indirect, special, or punitive damages.

CLIENT shall indemnify, defend, and hold harmless CONSULTANT and its employees from any loss, claim, liability, and expense (including reasonable attorneys' fees and expenses of litigation) arising from, or based in the whole, or in any part, on any negligent act or omission by CLIENT'S employees, agents, or consultants. In no event shall CONSULTANT be liable to CLIENT for consequential, incidental, indirect, special, or punitive damages.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the CONSULTANT. The CONSULTANT'S services under this Agreement are being performed solely for the CLIENT'S benefit, and no other entity shall have any claim against the CONSULTANT because of this Agreement or the performance or nonperformance of services provided hereunder. The CLIENT agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of the paragraph.

- D. **Insurance.** The CONSULTANT agrees to maintain, at the CONSULTANT'S expense, statutory worker's compensation coverage.

The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, general liability insurance coverage insuring CONSULTANT against claims for bodily injury, death or property damage arising out of CONSULTANT'S general business activities (including automobile use). The liability insurance policy shall provide coverage for each occurrence in the minimum amount of \$1,000,000.

During the period of design and construction of the project, the CONSULTANT also agrees to maintain, at CONSULTANT'S expense, Professional Liability Insurance coverage insuring CONSULTANT against damages for legal liability arising from an error, omission or negligent act in the performance of professional services required by this agreement, providing that such coverage is reasonably available at commercially affordable premiums. For purposes of this agreement, "reasonably available" and "commercially affordable" shall mean that more than half of the design professionals practicing in this state in CONSULTANT'S discipline are able to obtain coverage. The professional liability insurance policy shall provide coverage for each occurrence in the amount of \$1,000,000 and annual aggregate of \$1,000,000 on a claims-made basis.

Upon request of CLIENT, CONSULTANT shall provide CLIENT with certificates of insurance, showing evidence of required coverages.

- E. **Opinions or Estimates of Construction Cost.** Where provided by the CONSULTANT as part of Exhibit I or otherwise, opinions or estimates of construction cost will generally be based upon public construction cost information. Since the CONSULTANT has no control over the cost of labor, materials, competitive bidding process, weather conditions and other factors affecting the cost of construction, all cost estimates are opinions for general information of the CLIENT and the CONSULTANT does not warrant or guarantee the accuracy of construction cost opinions or estimates. The CLIENT acknowledges that costs for project financing should be based upon contracted construction costs with appropriate contingencies.
- F. **Construction Services.** It is agreed that the CONSULTANT and its representatives shall not be responsible for the means, methods, techniques, schedules or procedures of construction selected by the contractor or the safety precautions or programs incident to the work of the contractor.
- G. **Use of Electronic/Digital Data.** Because of the potential instability of electronic/digital data and susceptibility to unauthorized changes, copies of documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by CONSULTANT. Except for electronic/digital data which is specifically identified as a project deliverable by this AGREEMENT or except as otherwise explicitly provided in this AGREEMENT, all electronic/digital data developed by the CONSULTANT as part of the PROJECT is acknowledged to be an internal working document for the CONSULTANT'S purposes solely and any such information provided to the CLIENT shall be on an "AS IS" basis strictly for the convenience of the CLIENT without any warranties of any kind. As such, the CLIENT is advised and acknowledges that use of such information may require substantial modification and independent verification by the CLIENT (or its designees). Provision of electronic/digital data, whether required by this Agreement or provided as a convenience to the Client, does not include any license of software or other systems necessary to read, use or reproduce the information. It is the responsibility of the CLIENT to verify compatibility with its

system and long-term stability of media. CLIENT shall indemnify and hold harmless CONSULTANT and its Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting from third party use or any adaptation or distribution of electronic/digital data provided under this AGREEMENT, unless such third party use and adaptation or distribution is explicitly authorized by this AGREEMENT.

- H. **Reuse of Documents.** Drawings and Specifications and all other documents (including electronic and digital versions of any documents) prepared or furnished by CONSULTANT pursuant to this AGREEMENT are instruments of service in respect to the Project and CONSULTANT shall retain an ownership interest therein. Upon payment of all fees owed to the CONSULTANT, the CLIENT shall acquire an ownership interest in all identified deliverables, including Plans and Specifications, for any reasonable use relative to the Project and the general operations of the CLIENT. CLIENT may make and disseminate copies for information and reference in connection with the use and maintenance of the Project by the CLIENT. However, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project and any reuse other than that specifically intended by this AGREEMENT will be at CLIENT'S sole risk and without liability or legal exposure to CONSULTANT.
- I. **Confidentiality.** CONSULTANT agrees to keep confidential and not to disclose to any person or entity, other than CONSULTANT'S employees and subconsultants any information obtained from CLIENT not previously in the public domain or not otherwise previously known to or generated by CONSULTANT. These provisions shall not apply to information in whatever form that comes into the public domain through no fault of CONSULTANT; or is furnished to CONSULTANT by a third party who is under no obligation to keep such information confidential; or is information for which the CONSULTANT is required to provide by law or authority with proper jurisdiction; or is information upon which the CONSULTANT must rely for defense of any claim or legal action.
- J. **Period of Agreement.** This Agreement will remain in effect until 12/31/2025 or such other explicitly identified completion period, after which time the Agreement may be extended upon mutual agreement of both parties.
- K. **Payments.** If CLIENT fails to make any payment due CONSULTANT for services and expenses within thirty days after date of the CONSULTANT'S invoice, a service charge of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less, may be charged on any unpaid balance. In addition after giving seven days' written notice to CLIENT, CONSULTANT may, without waiving any claim or right against the CLIENT and without incurring liability whatsoever to the CLIENT, suspend services and withhold project deliverables due under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses and charges.
- L. **Termination.** This Agreement may be terminated by either party for any reason or for convenience by either party upon seven (7) days written notice.

In the event of termination, the CLIENT shall be obligated to the CONSULTANT for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination, computed in accordance with Section III of this Agreement.

- M. **Contingent Fee.** The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a

bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from award or making of this Agreement.

- N. **Non-Discrimination.** The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein.

The CONSULTANT is an Equal Opportunity Employer and it is the policy of the CONSULTANT that all employees, persons seeking employment, subcontractors, subconsultants and vendors are treated without regard to their race, religion, sex, color, national origin, disability, age, sexual orientation, marital status, public assistance status or any other characteristic protected by federal, state or local law.

- O. **Controlling Law.** This Agreement is to be governed by the law of the State of Iowa.
- P. **Dispute Resolution.** CLIENT and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law. Any claims or disputes unresolved after good faith negotiations shall first be submitted to mediation, using a mutually acceptable Neutral Third Party and mutually agreeable mediation process. If the mediation is unsuccessful in resolving the dispute, the parties may mutually agree to submit to another method of dispute resolution or submit the dispute to a court of competent jurisdiction.
- Q. **Survival.** All obligations, representations and provisions made in or given in Section IV of this Agreement will survive the completion of all services of the CONSULTANT under this Agreement or the termination of this Agreement for any reason.
- R. **Severability.** Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

SECTION V - SIGNATURES

THIS INSTRUMENT embodies the whole agreement of the parties, there being no promises, terms, conditions or obligation referring to the subject matter other than contained herein. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their behalf.

CLIENT: City of Marshalltown, Iowa

CONSULTANT: Bolton & Menk, Inc.



Gregory Broussard, P.E.
Principal

Date

12/9/2024

Date

**RESOLUTION APPROVING THE 2025 BOLTON AND MENK PROFESSIONAL
SERVICES AGREEMENT FOR GENERAL PARK PLANNING AND DESIGN
SERVICES**

WHEREAS, the City of Marshalltown has requested to continue to utilize Bolton and Menk for park planning and design services; and

WHEREAS, Bolton and Menk has submitted a Professional Services Agreement on an hourly basis to assist the City in handling day-to-day park planning and design items not associated with a particular project at a reduced rate up to 40 hours per month.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA: that the Professional Services Agreement with Bolton and Menk for general park planning and design services is hereby approved and the Mayor is directed to execute the Agreement.

Passed this 20th day of December 2024, and signed this ____ day of December 2024.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

MARSHALLTOWN

— I O W A —

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

TO: Mayor & City Council
FROM: Carol Webb, City Administrator
DATE: December 20, 2024
RE: 2025 Agreement for General Park Planning and Design Services

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: Approve the professional services agreement with Bolton & Menk for general parks planning and design services.

Budget Impact: Expenditures under this agreement are funded from operating budgets.

Description/Background:

The proposed general parks planning and design services agreement will support staff when professional services are needed that are not included in standard contracts for specific projects. The on-call agreement affords a reduced hourly rate for the first 40 hours of work performed under the agreement in a month.

CITY COUNCIL

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



2025 AGREEMENT FOR PROFESSIONAL SERVICES

GENERAL PARK PLANNING AND DESIGN SERVICES

CITY OF MARSHALLTOWN, IOWA

This Agreement, made this ____ day of _____ 202__, by and between City of Marshalltown, 24 N. Center Street, Marshalltown, Iowa 50158, hereinafter referred to as CLIENT, and BOLTON & MENK, INC., 1519 Baltimore Dr., Ames, IA 50010, hereinafter referred to as CONSULTANT.

WITNESS, whereas the CLIENT requires professional Park Planning and Design in conjunction with various City projects and whereas the CONSULTANT agrees to furnish the various professional services required by the CLIENT.

NOW, THEREFORE, in consideration of the mutual covenants and promises between the parties hereto, it is agreed:

SECTION I - CONSULTANT'S SERVICES

- A. The CONSULTANT agrees to perform General Park Planning and Design services requested by the CLIENT as described in Section III-A of this Agreement.
- B. Upon mutual agreement of the parties hereto, Additional Park Planning and Design services may be authorized by separate work order as outlined in Section III – B of this Agreement.

SECTION II - THE CLIENT'S RESPONSIBILITIES

- A. The CLIENT shall promptly compensate the CONSULTANT in accordance with Section III of this Agreement.
- B. The CLIENT shall place any and all previously acquired information in its custody at the disposal of the CONSULTANT for its use. Such information shall include but shall not be limited boundary surveys, topographic surveys, preliminary sketch plan layouts, building plans, soil surveys, drainage reports, abstracts, deed descriptions, tile maps and layouts, aerial photos, utility agreements, environmental reviews, and zoning limitations. The CONSULTANT may rely upon the accuracy and sufficiency of all such information in performing services unless otherwise instructed, in writing, by CLIENT.
- C. The CLIENT will guarantee access to and make all provisions for entry upon both public and private portions of the project and pertinent adjoining properties.
- D. The CLIENT will give prompt notice to the CONSULTANT whenever the CLIENT observes or otherwise becomes aware of any defect in the proposed project.

- E. The CLIENT shall designate a liaison person to act as the CLIENT'S representative with respect to services to be rendered under this Agreement. Said representative shall have the authority to transmit instructions, receive instructions, receive information, interpret and define the CLIENT'S policies with respect to the project and CONSULTANT'S services.

Carol Webb – City Administrator Heather Thomas – Public Works Director
TBD – Parks and Recreation Director
City of Marshalltown 24 N. Center Street Marshalltown, IA 50158 Phone: (641) 754-5701

- F. The CLIENT shall provide such legal, accounting, independent cost estimating and insurance counseling services as may be required for completion of the consultant services described in this agreement.
- G. The CLIENT will obtain any and all regulatory permits required for the proper and legal execution of the project.
- H. The CLIENT will hire, when requested by the CONSULTANT, an independent test company to perform laboratory and material testing services, and soil investigation that can be justified for the proper design and construction of the project. The CONSULTANT shall assist the CLIENT in selecting a testing company. Payment for testing services shall be made directly to the testing company by the CLIENT and is not part of this Agreement.

SECTION III - COMPENSATION FOR SERVICES

- A. **Basic Services.** Bolton & Menk, Inc. proposes to serve the City of Marshalltown on an hourly basis. Therefore, to assist the City in handling day-to-day general park and recreation planning assistance not associated with a particular project it is proposed to perform these tasks at reduced rate of \$100/hour for landscape architect and other professional engineers for non-project related services up to 40 hours per month.

As this applies to non-project related items, the savings is generally related to expenditures from the general fund budget of the City. In addition, there is only a one (1) hour charge to the City for attendance at City Council Meetings, if attendance is requested by the Client.

For work requested in excess of 40 hours per month, standard hourly billing rates shall apply.

- B. **Parks and Rec Planning/Design Services.** When requested by the Client, Bolton & Menk will develop, by Work Order, a scope of services and estimate of hours to complete each project phase. This information will be the basis for developing a not-to-exceed fee for projects.

Billings are based on hours spent at rates in effect for the individuals performing the work. The hourly rates for Principals, Senior Associates, Associates and members of the staff vary according to skill and experience. These rates shall apply for projects for the period through December 31, 2025 and may be adjusted annually thereafter to account for changed labor costs, inflation or

changed overhead conditions.

Hourly rates include labor, general business and other normal and customary expenses associated with operating a professional business. Unless otherwise agreed, the above rates include vehicle and personal expenses, mileage, telephone, survey stakes and routine expendable supplies; and no separate charges will be made for these activities and materials. Expenses beyond the agreed scope of services and non-routine expenses, such as large quantities of prints, extra report copies, out-sourced graphics and photographic reproductions, document recording fees, outside professional and technical assistance and other items of this general nature, will be invoiced separately, upon client approval. Rates and charges do not include sales tax, if applicable.

The CLIENT will compensate the CONSULTANT in accordance with the attached schedule of fees effective through December 31, 2025 for the time spent in performance of Agreement services.

IV - GENERAL

- A. **Standard of Care.** Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the Consultant's profession currently practicing under similar conditions. No warranty, express or implied, is made.
- B. **Change in Project Scope.** In the event the CLIENT changes or is required to change the scope of the project from that described in Section I and/or the applicable addendum, and such changes require Additional Services by the CONSULTANT, the CONSULTANT shall be entitled to additional compensation at the applicable hourly rates. The CONSULTANT shall give notice to the CLIENT of any Additional Services, prior to furnishing such additional services. The CLIENT may request an estimate of additional cost from the CONSULTANT, and upon receipt of the request, the CONSULTANT shall furnish such, prior to authorization of the changed scope of work.
- C. **Limitation of Liability.** CONSULTANT shall indemnify, defend, and hold harmless CLIENT and its officials, agents and employees from any loss, claim, liability, and expense (including reasonable attorneys' fees and expenses of litigation) arising from, or based in the whole, or in any part, on any negligent act or omission by CONSULTANT'S employees, agents, or subconsultants. In no event shall CLIENT be liable to CONSULTANT for consequential, incidental, indirect, special, or punitive damages.

CLIENT shall indemnify, defend, and hold harmless CONSULTANT and its employees from any loss, claim, liability, and expense (including reasonable attorneys' fees and expenses of litigation) arising from, or based in the whole, or in any part, on any negligent act or omission by CLIENT'S employees, agents, or consultants. In no event shall CONSULTANT be liable to CLIENT for consequential, incidental, indirect, special, or punitive damages.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the CONSULTANT. The CONSULTANT'S services under this Agreement are being performed solely for the CLIENT'S benefit, and no other entity shall have any claim against the CONSULTANT because of this Agreement or the performance or nonperformance of services provided hereunder. The CLIENT agrees to include a

provision in all contracts with contractors and other entities involved in this project to carry out the intent of the paragraph.

- D. **Insurance.** The CONSULTANT agrees to maintain, at the CONSULTANT'S expense, statutory worker's compensation coverage.

The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, general liability insurance coverage insuring CONSULTANT against claims for bodily injury, death or property damage arising out of CONSULTANT'S general business activities (including automobile use). The liability insurance policy shall provide coverage for each occurrence in the minimum amount of \$1,000,000.

During the period of design and construction of the project, the CONSULTANT also agrees to maintain, at CONSULTANT'S expense, Professional Liability Insurance coverage insuring CONSULTANT against damages for legal liability arising from an error, omission or negligent act in the performance of professional services required by this agreement, providing that such coverage is reasonably available at commercially affordable premiums. For purposes of this agreement, "reasonably available" and "commercially affordable" shall mean that more than half of the design professionals practicing in this state in CONSULTANT'S discipline are able to obtain coverage. The professional liability insurance policy shall provide coverage for each occurrence in the amount of \$1,000,000 and annual aggregate of \$1,000,000 on a claims-made basis.

Upon request of CLIENT, CONSULTANT shall provide CLIENT with certificates of insurance, showing evidence of required coverages.

- E. **Opinions or Estimates of Construction Cost.** Where provided by the CONSULTANT as part of Exhibit I or otherwise, opinions or estimates of construction cost will generally be based upon public construction cost information. Since the CONSULTANT has no control over the cost of labor, materials, competitive bidding process, weather conditions and other factors affecting the cost of construction, all cost estimates are opinions for general information of the CLIENT and the CONSULTANT does not warrant or guarantee the accuracy of construction cost opinions or estimates. The CLIENT acknowledges that costs for project financing should be based upon contracted construction costs with appropriate contingencies.

- F. **Construction Services.** It is agreed that the CONSULTANT and its representatives shall not be responsible for the means, methods, techniques, schedules or procedures of construction selected by the contractor or the safety precautions or programs incident to the work of the contractor.

- G. **Use of Electronic/Digital Data.** Because of the potential instability of electronic/digital data and susceptibility to unauthorized changes, copies of documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by CONSULTANT. Except for electronic/digital data which is specifically identified as a project deliverable by this AGREEMENT or except as otherwise explicitly provided in this AGREEMENT, all electronic/digital data developed by the CONSULTANT as part of the PROJECT is acknowledged to be an internal working document for the CONSULTANT'S purposes solely and any such information provided to the CLIENT shall be on an "AS IS" basis strictly for the convenience of the CLIENT without any warranties of any kind. As such, the CLIENT is advised and acknowledges that use of such information may require substantial modification and independent verification by the CLIENT (or its designees). Provision of electronic/digital data, whether required by this Agreement or provided as a convenience to the

Client, does not include any license of software or other systems necessary to read, use or reproduce the information. It is the responsibility of the CLIENT to verify compatibility with its system and long-term stability of media. CLIENT shall indemnify and hold harmless CONSULTANT and its Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting from third party use or any adaptation or distribution of electronic/digital data provided under this AGREEMENT, unless such third party use and adaptation or distribution is explicitly authorized by this AGREEMENT.

- H. **Reuse of Documents.** Drawings and Specifications and all other documents (including electronic and digital versions of any documents) prepared or furnished by CONSULTANT pursuant to this AGREEMENT are instruments of service in respect to the Project and CONSULTANT shall retain an ownership interest therein. Upon payment of all fees owed to the CONSULTANT, the CLIENT shall acquire an ownership interest in all identified deliverables, including Plans and Specifications, for any reasonable use relative to the Project and the general operations of the CLIENT. CLIENT may make and disseminate copies for information and reference in connection with the use and maintenance of the Project by the CLIENT. However, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project and any reuse other than that specifically intended by this AGREEMENT will be at CLIENT'S sole risk and without liability or legal exposure to CONSULTANT.
- I. **Confidentiality.** CONSULTANT agrees to keep confidential and not to disclose to any person or entity, other than CONSULTANT'S employees and subconsultants any information obtained from CLIENT not previously in the public domain or not otherwise previously known to or generated by CONSULTANT. These provisions shall not apply to information in whatever form that comes into the public domain through no fault of CONSULTANT; or is furnished to CONSULTANT by a third party who is under no obligation to keep such information confidential; or is information for which the CONSULTANT is required to provide by law or authority with proper jurisdiction; or is information upon which the CONSULTANT must rely for defense of any claim or legal action.
- J. **Period of Agreement.** This Agreement will remain in effect until 12/31/2025 or such other explicitly identified completion period, after which time the Agreement may be extended upon mutual agreement of both parties.
- K. **Payments.** If CLIENT fails to make any payment due CONSULTANT for services and expenses within thirty days after date of the CONSULTANT'S invoice, a service charge of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less, may be charged on any unpaid balance. In addition after giving seven days' written notice to CLIENT, CONSULTANT may, without waiving any claim or right against the CLIENT and without incurring liability whatsoever to the CLIENT, suspend services and withhold project deliverables due under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses and charges.
- L. **Termination.** This Agreement may be terminated by either party for any reason or for convenience by either party upon seven (7) days written notice.

In the event of termination, the CLIENT shall be obligated to the CONSULTANT for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination, computed in accordance with Section III of this Agreement.

- M. **Contingent Fee.** The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from award or making of this Agreement.
- N. **Non-Discrimination.** The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein.

The CONSULTANT is an Equal Opportunity Employer and it is the policy of the CONSULTANT that all employees, persons seeking employment, subcontractors, subconsultants and vendors are treated without regard to their race, religion, sex, color, national origin, disability, age, sexual orientation, marital status, public assistance status or any other characteristic protected by federal, state or local law.

- O. **Controlling Law.** This Agreement is to be governed by the law of the State of Iowa.
- P. **Dispute Resolution.** CLIENT and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law. Any claims or disputes unresolved after good faith negotiations shall first be submitted to mediation, using a mutually acceptable Neutral Third Party and mutually agreeable mediation process. If the mediation is unsuccessful in resolving the dispute, the parties may mutually agree to submit to another method of dispute resolution or submit the dispute to a court of competent jurisdiction.
- Q. **Survival.** All obligations, representations and provisions made in or given in Section IV of this Agreement will survive the completion of all services of the CONSULTANT under this Agreement or the termination of this Agreement for any reason.
- R. **Severability.** Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

SECTION V - SIGNATURES

THIS INSTRUMENT embodies the whole agreement of the parties, there being no promises, terms, conditions or obligation referring to the subject matter other than contained herein. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their behalf.

CLIENT: City of Marshalltown, Iowa

CONSULTANT: Bolton & Menk, Inc.



Gregory Broussard, P.E.
Principal

Date

Date

RESOLUTION TO REALLOCATE AMERICAN RESCUE PLAN ACT (ARPA) FUNDS

WHEREAS, the City received \$3,987,178.83 in ARPA funds to aid in the economic recovery from the COVID-19 pandemic and needs to have all projects obligated by December 31, 2024 and spent by December 31, 2026; and

WHEREAS, the Council wants to use ARPA funds to increase the MPACT program from \$400,000 to \$550,000 in order to extend the program through December 31, 2026; and

WHEREAS, the Council wants to use \$68,063.65 of ARPA funds for the Linn Creek projects; and

WHEREAS, the Council wants to reduce the Edgewood Stormwater budget by \$16,986, since the project was originally budgeted at \$600,000, but only spent \$583,014 in FY23-FY24; and

WHEREAS, the portion budgeted in FY2025 for the General Fund Public Safety gross pay will be reduced by 201,077.65, so the amount spent will be zero in FY25; and

WHEREAS, the ARPA funds of \$324,360.18 for the General Fund Public Safety wages have already been spent in FY22-FY24; and

WHEREAS the State Street project of \$2,461,741 has already been spent and

WHEREAS the City Council has determined that reallocating ARPA funds of \$16,986 from the Edgewood Stormwater project and \$201,077.65 of the General Fund public safety wages to the MPACT program in the amount of \$150,000 and the Linn Creek District projects in the amount of \$68,063.65 in order to meet the ARPA requirement of obligating and the spending of funds by ARPA's deadlines is in the best interest of the City of Marshalltown.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Marshalltown, Iowa, approves reallocating \$16,986 from the Edgewood Stormwater project and \$201,077.65 of the General Fund public safety wages to the MPACT program in the amount of \$150,000 and the Linn Creek District projects in the amount of \$68,063.65.

Passed this 20th day of December 2024, and signed this _____ day of December 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 Greer and City Council
FROM: Diana Steiner, Finance Director, Carol Webb, City Administrator
DATE: 12/13/2024
RE: Reallocate ARPA funding

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: The City Council has oversight over city services and approves budget requests to fund services.

Recommendation: Per Council's direction from the Dec. 9th Council meeting, staff recommends approving up to \$550,000 in ARPA funds to continue the MPACT program through December 31, 2026, which is an increase of \$150,000, and use \$68,063.65 of the ARPA funds to reimburse costs already spent for the Linn Creek project.

Description/Background: At the November 25, 2024 Council meeting, there was a discussion regarding increasing the amount of ARPA funds for the MPACT program and Council wanted to use any unencumbered funds for that purpose (approximately \$218,000), which increases MPACTs ARPA funding from \$400,000 to \$618,000. However, there are requirements with ARPA funds that were brought to your attention at the Dec. 9th meeting. For example, all funds need to be obligated by 12/31/24 (contract signed) and payments made by 12/31/26. YSS is currently billing the City @ \$6,500 per bi-weekly payperiod. Based on what ARPA funds have already been spent and projecting out what will be spent, including training and software, the maximum total projected in expenses would be \$601,000.

If there are staff vacancies, then funds would not be utilized by the 12/31/26 deadline. To mitigate returning funds, Council directed staff to increase the ARPA MPACT funding from \$400,000 to \$550,000, and use the projected remaining funds of \$68,063.65 for the Linn Creek District projects. The Linn Creek projects have already been paid out of bond funds, so I will make a journal entry to pay them out of ARPA funds instead.

With these changes, below is how the ARPA funds will be obligated and spent:

YSS-MPACT (originally \$400,000)	550,000.00	*In addition to ARPA, up to \$50,000 from LOST approved
Linn Creek District project	68,063.65	
State Street	2,461,741.00	
Edgewood Creek Stormwater	583,014.00	
Revenue Replacement - General Fund Fy22-FY24	324,360.18	
TOTAL ARPA FUNDS	\$ 3,987,178.83	

CITY COUNCIL

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



**RESOLUTION APPROVING AN AMENDED CONTRACT AND SUBRECIPIENT
AGREEMENT WITH YOUTH AND SHELTER SERVICES OF MARSHALL COUNTY
FOR THE CONTINUATION OF THE MPACT PROGRAM**

WHEREAS, there is herewith submitted to the City Council of Marshalltown, Iowa, (City) an amended contract by and between the City of Marshalltown, Iowa, and YSS of Marshall County for the continuation of the MPACT program with the Marshalltown Police Department; and

WHEREAS, it is the desire and intent of YSS of Marshall County and the City that MPACT continue beyond the initial twelve-months of operation; and

WHEREAS, it is declared that the City will allocate up to \$550,000 in American Rescue Plan funds and up to \$50,000 in Local Option Sales Tax Council Designated funds through December 31, 2026 for the on-going work of the MPACT program; and

WHEREAS, the Council has fully examined the amended Contract and 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 COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA:

Section 1. That the contract by and between the City of Marshalltown, Iowa and YSS of Marshall County the ongoing operation of the MPACT Program in the Marshalltown Police Department is hereby fully approved and the Mayor and City Clerk are hereby authorized and directed to execute same for and on behalf of said City.

Section 2. That the subrecipient agreement by and between Youth and Shelter Services, Inc. and the City of Marshalltown for American Rescue Plan Act Funds to be Used for the MPACT Program is hereby fully approved and the Mayor and City Clerk are hereby authorized and directed to execute same for and on behalf of said City.

Passed this 20th day of December 2024, and signed this ____ day of December 2024.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

MARSHALLTOWN

I O W A

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

TO: Mayor & City Council
FROM: Diana Steiner, Finance Director
DATE: December 12, 2024
RE: Amended Agreement with YSS for the Continuation of the MPACT program

Strategic Plan:

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

Plan Objective: Continue the MPACT Program with YSS through December 31, 2026 (FY27).

Recommendation: Approve the agreement with Youth and Shelter Services, Inc. (YSS) and the subrecipient agreement for the use of ARPA funds.

Budget Impact: The proposed agreement provides YSS with up to an additional \$150,000 in available ARPA funds and up to \$50,000 of Local Option Sales Tax Council Designated funds to continue the MPACT program up to December 31, 2026 (FY27).

Description/Background:

The City of Marshalltown has an agreement with YSS connected to the Marshalltown Police and Community Team (MPACT) program. In the past, the program has been funded with federal DOJ funds, state DCAT funds, and the General fund. The agreement was amended in 2022 to provide \$400,000 in ARPA funds for continuation of the program. At the December 9, 2024 Council meeting, Council directed staff to further revise the agreement with YSS to allocate up to an additional \$150,000 of available ARPA funds and up to \$50,000 of LOST for the MPACT program. In addition, the remaining ARPA funds of \$68,063.65 will fund costs already incurred for the Linn Creek District project. A subrecipient agreement is needed for the ARPA funds designated for MPACT and a contract with YSS must be signed by December 31, 2024 to be eligible for ARPA funds. The ARPA funds must be spent no later than December 31, 2026.

This is a summary of how the ARPA funds will be spent per Council's direction:

YSS-MPACT (originally \$400,000)	550,000.00	*In addition to ARPA, up to \$50,000 from LOST approved
Linn Creek District project	68,063.65	
State Street	2,461,741.00	
Edgewood Creek Stormwater	583,014.00	
Revenue Replacement - General Fund FY22-FY24	324,360.18	
TOTAL ARPA FUNDS	<u>\$ 3,987,178.83</u>	

CITY COUNCIL

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



**AMENDED CONTRACT BETWEEN YOUTH AND SHELTER SERVICES, INC.
AND THE CITY OF MARSHALLTOWN, IOWA**

This Contract between Youth and Shelter Services, Inc. ("YSS") and the City of Marshalltown, Iowa ("City") is hereby agreed.

WHEREAS, the City, through its Police Department, wishes to partner with a team of social workers to better serve the citizens of Marshalltown; and

WHEREAS, YSS has the personnel necessary to perform the necessary labor on a regular basis for the duration of this Contract.

THEREFORE, THE PARTIES AGREE:

A. Duration of Contract

The contract shall begin on January 1, 2022 and continue through December 31, 2026, or until funding is no longer available.

B. Funding

The City agrees to extend the availability of its initial commitment of up to \$150,000 through June 30, 2022, as grant funds have substituted the need for the City's funds in the first year of operation.

The City signed a grant agreement with the Department of Justice for \$206,640 for expenses of the program through August 31, 2024

The City will dedicate up to \$550,000 in American Rescue Plan funds and \$50,000 in Local Option Sales Tax Council Designated funds to pay for the program through December 31, 2026.

Both parties mutually agree to pursue funding for the on-going operations and continuation of the program. Both parties also mutually agree that the Department of Justice grant and the American Rescue Plan funds are available to fund the program until exhausted or until the funds expire. In addition, Council has designated \$50,000 from LOST to be used if the \$550,000 of ARPA funds have been spent and more funds are needed to perform work through December 31, 2026.

C. Eligible Expenses

The following expenses incurred by YSS are eligible for reimbursement:

- Wages, including overtime, and benefits of two full-time equivalent Community Advocates
- Pro-rated wages and pro-rated benefits of a Supervisor

- Pro-rated wages of Human Behavior Directors and Administrators wages and benefits
- Cell Phone charges
- Mobile internet/hotspot charges
- Supplies for operating the program
- Mileage to be reimbursed up to the current state employee rate per mile
- Administration expenses not-to-exceed 18 percent of program costs
- Facility overhead commensurate with use of non-City-owned facilities
- Training and related travel expenses if prior approval given by the City.
- Software if prior approval given by the City.

The eligible expenses related to the Department of Justice and American Rescue Plan grant shall be detailed in separate Subrecipient Agreement.

D. Duties of YSS

1. YSS shall use reasonable best efforts to supply, as independent contractors and not as employees of the City, not less than two (2) social workers to provide social work services, as well as a supervisor and any appropriate support/administrative staff. The purpose of said contractors shall be to provide support and assistance to the Marshalltown Police Department, based upon calls for services received by the Department.
2. YSS shall provide a certificate of insurance and it shall remain in effect for the term of this agreement and shall provide written notice to any change of coverage or termination of policy. The City shall be named as additional insured with at least the below stated minimum coverages:
 - A. \$1,000,000 combined single limit for bodily injury and property damage of auto liability
 - B. \$1,000,000 of general liability insurance for each occurrence, \$1,000,000 for personal and advertising injury and \$2,000,000 general aggregate
 - C. \$500,000 per accident/\$500,000 per disease/\$500,000 policy limit for workers compensation and employers liability.
3. YSS shall maintain at least two (2) social workers to work at offices provided by the City in its Police Department facility for the duration of this Contract. Said services shall be performed during hours mutually agreed to by YSS and the City. The social workers shall be available to react and respond to call for service received by the Marshalltown Police Department, to the extent deemed practical and necessary by the social workers.
4. YSS's social workers shall act as independent contractors in accord with the independent professional judgment as social workers and not under the professional direction of the Marshalltown Police Department.
5. Services of YSS shall be as the social workers exclusively determine, including but not limited to the following: counseling, assistance to victims, referral to juvenile courts as necessary, initiation of Child in Need of Assistance actions, and any other such actions the social workers may determine consistent with their professional training.
6. Agreement shall be consistent in all respects with the purpose and scope of funds awarded to YSS through MPACT.

7. YSS will maintain appropriate documentation, receipts, and appropriate proof of expenditures, including base pay for the social workers; overtime for the social workers; part-time supervisor pay; behavior health director/administrators' pay, benefits to all employees of YSS involved in the service; cell phone costs, hotspots/mobile internet costs; supplies, equipment, mileage; administrative expenses; and overhead charges. Training and travel may be eligible expenses if prior approval is given by the City. Other costs to operate the program may be eligible if prior approval is given by the City.
8. YSS will report statistical information quarterly to the Chief of Police or designee including the number of contacts, general demographic information, types of cases, outcome/disposition, anecdotal data of interventions and other information as requested. YSS shall observe confidentiality laws when reporting the same.
9. YSS shall meet at least monthly with the Chief of Police or designee to discuss the status of this Contract, important information on the progress of the initiative and any other relevant information.
10. YSS shall maintain appropriate insurance covering the performance or professional conduct of its employees. Further, YSS shall be the employer of all YSS employees for purposes of Iowa Code Chapters 10 and 85 and shall carry legally required Workers' Compensation insurance on its employees.
11. YSS shall provide all computers, cell phones, and other equipment or supplies necessary for the social workers to carry out their duties, apart from office space, desks, furniture, and physical infrastructure provided by the City.

E. Duties of the City

1. The City shall provide, within the Police Department, office space for two full-time social workers and embedded support staff supplied by YSS, including desks, furniture and physical infrastructure to be provided by the City.
2. The City shall maintain commercial general liability insurance covering injury to persons on City property, including YSS employees, which occur due to the negligence of the City, as well as asserted negligence of its Police Officers acting in concert with YSS. Proof of insurance shall be provided to YSS upon request.
3. The City shall provide funding for the program as defined in Section B, subject to a Subrecipient Agreement to be signed for the Department of Justice grant and ARPA funds. Funding shall only be used for the eligible expense defined in Section C. Should YSS fail to supply the person(s) or hours contemplated, YSS shall only be compensated for the person(s) or hours supplied.
4. If funds are available, the City shall purchase data collection software.
5. If funds are available, the City will pay for the training and travel for conferences for the YSS staff involved in the MPACT program.

F. Independent Contractor

The parties agree that YSS and its employees provided under this Contract are independent contractors and not employees of the City. YSS shall exercise discretion in the performance of all duties.

G. Mutual Indemnity

The parties agree there is risk inherent when social workers go into the field, especially when visiting homes or other sites where criminal activity has been detected by law enforcement officers. Likewise, the City understands the risk to both its Officers and social workers visiting such location. The parties hereby indemnify and hold harmless each other for any negligence committed by their respective employees which may lead to injury to the employees of the other, and agree to defend the other for any such negligence.

H. Severability

If any portion of this contract is held to be illegal or unenforceable, such a finding shall not impact the other portions of the contract. The other portions shall remain in full effect and enforceable.

DATED and signed at Marshalltown, Iowa this 13 day of December, 2024.

IN WITNESS WHEREOF, the parties have here unto signed their names the year and day first above written.

CITY OF MARSHALLTOWN

YOUTH & SHELTER SERVICES INC.

BY: Joel Greer, Mayor

By:

Attest: Alicia Hunter, City Clerk

**SUBRECIPIENT AGREEMENT BY AND BETWEEN YOUTH AND SHELTER
SERVICES, INC. AND THE CITY OF MARSHALLTOWN FOR AMERICAN RESCUE
PLAN ACT FUNDS TO BE USED FOR THE MPACT PROGRAM**

WHEREAS, the City of Marshalltown (“City”) received \$3,987,179 in American Rescue Plan Act (ARPA) funds to aid in the economic recovery from the COVID-19 pandemic; and

WHEREAS, Youth and Shelter Services, Inc. (“Subrecipient”) implements the Marshalltown Police and Community Team (MPACT), a collaboration between the Subrecipient and the Marshalltown Police Department, to provide human services for non-emergent, non-criminal police calls involving mental illness, family conflict, substance abuse, or emotional/behavior situations; and

WHEREAS, the City intends to allocate up to \$550,000 of its ARPA funds to assist YSS in the implementation of MPACT due to the value the program provides in meeting the City’s desired goals related to promoting a safe and healthy community; and

WHEREAS, the City desires a Subrecipient Agreement with YSS to properly carry out the terms and conditions related to use of ARPA funds;

The City and the Subrecipient hereby agree as follows:

1. ARPA FUNDS

1.1. Funding Source. Funds for MPACT provided by the Agreement are limited to ARPA funds received by the City.

1.2. Maximum Payments. The maximum amount disbursed to YSS and/or used by the City for the MPACT program will not exceed \$550,000.

1.3. Disbursement of Funds. The Subrecipient shall provide the City with all requested documentation for distribution of the ARPA funds. The City can purchase software, training/travel directly relating to the MPACT program.

1.4. Disallowed Costs. Grant funds shall not be used for payment of costs or expenses incurred by the Subrecipient that are not directly related to the MPACT program or are incurred after 12/31/2026.

2. TERMS OF THE GRANT

2.1. Effective Date. This agreement shall remain in effect until the ARPA funds are spent or until December 31, 2026, whichever comes first.

- 2.2. Independent Entity.** No contractor or employee of the Subrecipient shall be deemed an Agent of the City. The Subrecipient is solely and entirely responsible for its acts and the acts of the Subrecipient during the performance of this Agreement.
- 2.3. Non-Assignment.** The Subrecipient will not assign this Agreement or otherwise transfer any of its rights hereunder or delegate any of its obligations hereunder, without the prior written consent of the City. Any such attempted assignment, transfer or delegation without prior written consent shall be void.
- 2.4. Compliance with Laws and Regulations.** The Subrecipient shall comply with all applicable federal, state, international, and local laws, rules, ordinances, codes, regulations and orders when performing within the scope of this Agreement.
- 2.5. Equal Opportunity and Accessibility.** The Subrecipient shall not discriminate on the basis of age, associational preference, color, creed, disability, gender, national origin, race, religion, sex or sexual orientation against any party when performing within the scope of this Agreement. All parties involved shall comply with Title VI of the Civil Rights Act of 1964, Title 26 of the Fair Labor Standards Act, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990.
- 2.6. Modification.** Neither this Agreement nor any documents incorporated by reference in connection with this Agreement may be changed, waived, modified, amended or discharged except through a writing executed by both parties. All substantial modifications to the MPACT program must be submitted in writing to the City.

3. INDEMNIFICATION

- 3.1. Indemnification by Subrecipient.** The Subrecipient and their successors and permitted assigns shall defend, protect, indemnify and hold harmless the City, including all claims from third parties or the State, from and against any and all claims, actions, suits, liabilities, damages, losses, settlements, demands, deficiencies, judgments, costs and expenses (including the costs, expenses and attorney fees of other counsel retained by any Indemnatee) by third parties, the City directly or indirectly related to, resulting from, or arising out of this Agreement ("Claims").
- 3.2. Survival of Indemnification.** The Subrecipient's duties as set forth in this section shall survive the termination of this Agreement and shall apply to all acts or omissions taken or made in connection with the performance of this Agreement regardless of the date any potential claim is made or discovered by the City, State or any other Indemnatee.
- 3.3. Defense of Claim.** The City shall control the defense of any claim against the City. The City may, at its option, tender the defense to Subrecipient in which case it shall reasonably cooperate with the Subrecipient to facilitate the defense of any Claim against

the City. Even if the City chooses to tender the defense, the City reserves the right to participate in such defense to the extent the City, in its sole discretion, determines to be in its best interests.

4. GENERAL TERMS AND PROVISIONS

4.1. Severability. Each provision of this Agreement shall be deemed to be severable from all other provisions of the Agreement and, if one or more of the provisions of the Agreement shall be declared invalid, the remaining provisions of the Agreement shall remain in full force and effect.

4.2. Limitation of Financial Obligation. It is agreed by the Subrecipient that the City shall not, under any circumstances, be obligated financially under this Agreement except to disburse ARPA Funds according to the terms of the Agreement.

DATED and signed at Marshalltown, Iowa this 20th day of December, 2024.

IN WITNESS WHEREOF, the parties have here unto signed their names the year and day first above written.

CITY OF MARSHALLTOWN

YOUTH AND SHELTER SERVICES, INC.

BY: _____
Joel Greer, Mayor


BY: _____

Attest: Alicia Hunter, City Clerk

Budget Schedule

New Fiscal Year 2026, Budget Amendment for FY 2025, 5-year Capital Plan

Department Head Deadlines

- December: Review of revenue & expenditures & CIP with department heads; City Administrator, Finance Director and Dept. heads meet in December.
- Secondary review with Department heads after receive valuations: week of Jan 6, 2025.

Council Meetings:

- January 13, 2025
 - Discuss Taxable Values
 - General Fund Discussion
 - Overview of Special Funds related to tax levies: Employee Benefits, MFPRSI, Transit
 - Review CIP and Capital Expenditure Purchases (1st Draft)
- **January 20, 2025 Special Meeting at 5:30 for Budget**
 - Continued discussion on General Fund
 - Remaining Special Revenue Funds: LOST, RUT, grants, donations
 - Enterprise Funds
- January 27, 2025
 - Debt Service Fund and Long-term debt schedule
 - CIP and capital expenditure purchases (2nd Draft)
 - Transfers between funds
- February 10, 2025
 - Finish up any lingering issues
- February 24, 2025
 - Create a proposed tax rate levy and set a public hearing date of March 24 for the proposed property tax levy; enter these items into DOM software so they can be transferred to County Auditor's Office for required mailing to public (along with School District and County Rates).

March 5, 2025 City deadline to send proposed tax levy to County Auditor (thru DOM website).

March 15, 2025 COUNTY AUDITOR WILL MAIL TRUTH-IN TAXATION STATEMENTS

- **Publication Date of proposed property tax hearing – To T-R March 13 and post on social websites**
- **March 24, 2025 (Special meeting at 5:00 PM);– only item on the agenda is for Public Hearing on proposed property tax levy). Can have a regular meeting at 5:30 afterwards.**
- April 14, 2025:
 - Council receives and adopts final proposed budget and orders notice of hearing for CIP, FY26 Regular Budget and FY25 Budget Amendment). Set public hearing for April 28.
- **Publication Date for final FY26 budget/CIP/FY24 budget amendment April 17 (To TR publication)**
- April 28, 2025 Council Final Approval Date –Public hearing and adoption of final budgets
- Budgets submitted online thru DOM website with proof of publication on or before April 30th.

**RESOLUTION SUSPENDING CIVIL SERVICE COMMISSION AND CITY COUNCIL
APPROVAL OF CIVIL SERVICE POLICE OFFICER NEW HIRE LISTS**

WHEREAS, in the State of Iowa, all cities with populations greater than 8,000 are required to have a Civil Service Commission; and

WHEREAS, the City of Marshalltown's Civil Service Commission approves the hiring and promotional processes for civil service positions and approves the hiring and promotional lists; and

WHEREAS, a city council, by majority vote, may suspend the practice of requiring the Civil Service Commission to approve a ranked police officer new hire list and then acceptance by the City Council in order to expedite the hiring process; and

WHEREAS, the City Council finds it in its best interest to approve the suspension of Civil Service Commission and City Council approval of Civil Service police officer new hire lists.

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

Section 1. The City Council suspends the requirement for the Civil Service Commission and City Council to approve Civil Service Police Officer New Hire Lists.

Section 2. The suspension shall be in effect January 1, 2025 to December 31, 2025.

Passed this 20th day of December 2024, and signed this ____ day of December 2024.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

MARSHALLTOWN

I O W A

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

TO: Mayor and City Council
FROM: Jill Petermeier, HR Director
DATE: December 20, 2024
RE: SF2205 – Suspend Civil Service Hire List for Police Officers

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 suspend the practices specified that are generally required for the hiring of an employee, governed by Civil Service, for a period of one year now allowed under SF2205, resulting in a quicker turnaround time for making offers to police officer candidates.

Recommendation: Suspend the civil service practice of certifying a ranked list required under chapter 400.12A subsection 2 per SF 2205 for a period of one year for police officers.

Budget Impact: No budget impact

Description/Background: Under the current civil service practices, when we have a civil service position open, we take the testing process (also referred to as the hiring process) to the Civil Service Commission to review and approve. After the testing process is followed and testing is complete, a ranked list is taken to the Civil Service Commission to approve, and then it comes to City Council, on the consent agenda, to accept. Offers cannot be made until these steps are completed. The time between completing the testing process and meeting dates can sometimes be several weeks. Police officer candidates are often going through the testing process at several agencies at the same time so the ability to make a timely offer is important so we do not lose the candidate to another agency. Currently, many of the metro communities, where our candidates may be also testing, do not have to comply with civil service laws so, they can make job offers immediately after their testing process. (Civil service laws only apply to communities whose population was 8,000 or greater in 1980).

SF 2205 was passed with an effective date of July 1, 2024. It allows for a City Council to suspend the need to bring a ranked list to the Civil Service Commission to approve and then on to the City Council to accept. It does not change the approval of the actual testing process. All testing processes would still be approved by the Civil Service Commission. It simply would allow us to make offers to police officer candidates timelier following the completion of the testing process and potentially lessen the chance of losing them to other agencies. I discussed this with the Civil Service Commissioners, Nancy Harris – Chair, Chris Bennett and Kiyoko Kieffer and they were all supportive of bringing this forward to the ask for your approval. They understand the need to make offers to police officer candidates as quickly as possible. Our legal

CITY COUNCIL

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



counsel, Ahler's and Cooney, has also provided guidance on SF2205 and are supportive of this practice change if approved by the City Council.

CITY COUNCIL

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





KIM REYNOLDS
GOVERNOR

OFFICE OF THE GOVERNOR

ADAM GREGG
LT GOVERNOR

April 10, 2024

The Honorable Paul Pate
Secretary of State of Iowa
State Capitol
Des Moines, Iowa 50319

Dear Mr. Secretary,

I hereby transmit:

Senate File 2205, an Act relating to requirements for the hiring of civil service positions.

The above Senate File is hereby approved on this date.

Sincerely,

A handwritten signature in black ink, appearing to read "Kim Reynolds", written over a light blue circular stamp.

Kim Reynolds
Governor of Iowa

cc: Secretary of the Senate
Clerk of the House



Senate File 2205

AN ACT
RELATING TO REQUIREMENTS FOR THE HIRING OF CIVIL SERVICE
POSITIONS.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF IOWA:

Section 1. Section 400.8, subsection 2, Code 2024, is amended to read as follows:

2. a. The commission shall establish the guidelines for conducting the examinations under subsection 1 of this section. The commission shall hire persons with expertise to prepare and administer the examinations approved by the commission. It may also hire persons with expertise to consult in the preparation of such examinations if the persons so hired are employed to aid personnel of the commission in assuring that a fair examination is conducted. A fair examination shall explore the competence of the applicant in the particular field of examination.

b. An applicant who has successfully completed training at the Iowa law enforcement academy or another training facility certified by the director of the Iowa law enforcement academy does not need to retake a civil service examination upon changing employment from one Iowa law enforcement agency to another Iowa law enforcement agency, or upon becoming employed by more than one Iowa law enforcement agency simultaneously, if the applicant has previously passed a civil service examination when the applicant was initially hired as a certified peace officer and if, without a break of not more than one hundred eighty days from prior law enforcement service, the applicant is hired by another Iowa law enforcement agency. However, the applicant shall complete and pass the applicable physical examination provided in subsection 1 prior to beginning the new employment.

Sec. 2. NEW SECTION. 400.12A Hiring practices — suspension — reinstatement.

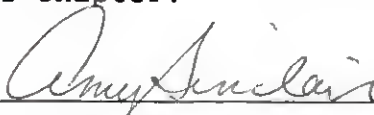
1. A city council, by majority vote, may suspend the practices specified in subsection 2 that are generally required pursuant to this chapter for the hiring of an employee of a department governed by civil service. A suspension shall not be in effect for more than one year, but a city council may immediately vote to implement a new suspension of the required practices upon the expiration of the prior suspension. Upon the expiration of a suspension, hiring practices required under this chapter shall be immediately reinstated for the applicable positions. A city council, by majority vote, may reinstate hiring practices suspended pursuant to this section prior to the expiration of the suspension. A subsequent vote to suspend required hiring practices, even if the vote occurs prior to the original expiration date of the prior suspension, shall be considered a vote for a new suspension.

2. The provisions of section 400.11, subsection 1, paragraph "a" may be suspended as provided in subsection 1.

3. a. This section does not relieve an employee of a department governed by civil service from the requirements to complete all examinations and tests applicable to those persons for positions subject to the provisions of this chapter.

b. This section shall not be construed to preclude an

employee of a department governed by civil service from accessing rights, benefits, or privileges provided outside of this chapter.

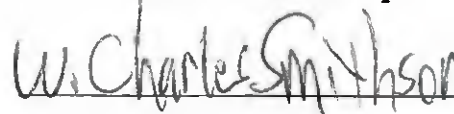


AMY SINCLAIR
President of the Senate



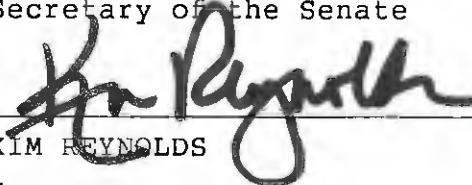
PAT GRASSLEY
Speaker of the House

I hereby certify that this bill originated in the Senate and is known as Senate File 2205, Ninetieth General Assembly.



W. CHARLES SMITHSON
Secretary of the Senate

Approved April 10th, 2024



KIM REYNOLDS
Governor

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT FOR THE
RIVERVIEW PARK PLAYGROUND EQUIPMENT TO MIDWEST PLAYSAPES**

WHEREAS, Bolton and Menk issued requests for proposals for playground design for Riverview Park Improvements Project; and

WHEREAS, the following responses were filed in response to the request for proposals referred to above;

Bidder	Option 1	Option 2
Game Time c/o Cunningham Recreation	\$249,975.09	-
Landscape Structures	\$249,791.62	\$289,533.64
Boland Recreation (Miracle)	\$179,844.00	\$191,000.00
Play Pro (Little Tikes)	\$250,000.00	\$250,000.00
Midwest Playscapes	\$246,738.70	-

After consideration of all proposals filed, it was determined by the Council that the recommended proposal from Midwest Playscapes is the best option for the public improvement project as is herein outlined; and

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

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

Section 1. That the proposal from Midwest Playscapes is hereby accepted for the Riverview Park playground equipment as described in the request for proposal, in the total amount Two Hundred Forty-Six Thousand Seven Hundred Thirty-Eight and 70/100 (\$246,738.70) Dollars.

Section 2. The Mayor and City Clerk are hereby authorized and directed to execute the contract on behalf of the City of Marshalltown, Iowa and to take all necessary actions consistent therewith and resulting therefrom.

Passed this 20th day of December 2024, and signed this _____ day of December 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 Greer and City Council
FROM: Jennifer Hart, Recreation Supervisor
DATE: December 10, 2024
RE: Award of Riverview Park Playground Equipment

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 Riverview Park

Recommendation: Staff recommends approval of the resolution to order construction to Midwest Playscapes for the Riverview Park Project – Playground.

Budget Impact: This project is being paid with Fund 364 2022 GO Bond Funds

Description/Background: Request for Proposals (RFPs) were received on July 19, 2024 for the Riverview Park project playground equipment. We received RFPs from Game Time c/o Cunningham Recreation for \$249,975.09, Landscape Structures; Concept 1 for \$249,791.62 & Concept 2 for 289,533.64, Boland Recreation (Miracle); Option 1 for \$179,844 & Option 2 for \$191,000, Play Pro (Little Tikes) Option 1 for \$250,000 & Option 2 for \$250,000 and Midwest Playscapes for \$246,738.70. Designs were presented to the Park and Rec Advisory board and Staff received input from youth and community members. The design from Midwest Playscapes was chosen at a cost of \$246,738.70 to include installation.

CITY COUNCIL

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



Riverview Park – Playground Proposal Solicitation

402 Woodland Street
Marshalltown, Iowa 50158
July 3, 2024

Overview

The City of Marshalltown Parks & Recreation Department is seeking playground design submittals for Riverview Park in Marshalltown. Included in this submittal is a site layout showing the proposed new play area.

Request

The new playground area is located inside a proposed perimeter concrete walk with proposed seating and landscape beds. Requested at this time is a design and cost proposal for playground equipment for this space. Please provide a proposal for new play equipment, delivery to the park site, and installation of the play equipment. The play equipment budget is \$250,000. The costs for play surfacing, drain tile, and all other park improvements shown on the plan are not part of this proposal request. The play equipment manufacturer selected will need to provide final plans in plan view to the City of Marshalltown for incorporation into a final park site bid set during July/August of 2024.

The City reserves the right to select playground proposals based on a variety of different factors, included but not limited to: amount of play value, aesthetics and character of the play equipment, type of play equipment and consistency with overall park design intent, cost, and quality of the products.

Design Criteria

The playground area will be separated into 3 abutting, but separate playground zones. See zone description and desired play equipment characteristics below.

Guidelines: ASTM, CPSC, IPEMA, and ADAAG

Equipment must be available for purchase through a state cooperative bid program

Area 1

Age group: 5-12

Area: 3,600 SF

Theme: Contemporary (Coordinate with Area 2)

Surfacing: Poured in place (For reference only, material and installation not included in proposal)

Desired play equipment: Accessible platform equipment, agility-based structures

Colorway: To be determined

Area 2

Age group: 2-5

Area: 1,600 SF

Theme: Contemporary (Coordinate with Area 1)

Surfacing: Poured in place (For reference only, material and installation not included in proposal)

Desired play equipment: Accessible platform equipment, freestanding interactive equipment

Colorway: To be determined

Area 3

Age group: 5-12

Area: 1,800 SF

Theme: Naturalistic, log piles, rope-based equipment

Surfacing: Engineered wood fiber (For reference only, material and installation not included in proposal)

Desired play equipment: Wood or wood-like climbing structures, naturalistic, stacked timber piles

Colorway: To be determined

Wooden members may be sized according to manufacturer's standard specifications.

The play area footprint may fluctuate based on selected playground design but the overall size of areas should be adhered to.

Submittal Information Required

Responses to this proposal shall include equipment layout in plan view, 3D images of proposed play equipment and a detailed cost opinion for each component. Include equipment brand and contact information.

Schedule

July 3, 2024	Request for proposals sent out to play equipment companies
July 19, 2024	Playground and budget submittal due to City of Marshalltown
July 26, 2024	Selection of play equipment
Mid-August, 2024	Final design and plans
October, 2024	Bid project
Fall 2024 - Spring 2025	Construction period

Contact information if questions

Geoff Hubbard

Parks & Recreation Director

Email: GHubbard@marshalltown-ia.gov

Phone: 641-754-5175 ext. 4



Riverview Park

Marshalltown, IA

MW070924-1C

Sales Representative



8632 EAGLE CREEK CIRCLE
SAVAGE, MN 55378

PHONE: 1.800.747.1452
EMAIL: playscapes@earthlink.net

Equipment Manufacturer



POST & COMPONENT
Dark Brown
Beige
Lime

ROTOMOLD PLASTIC
Forest Green
Dark Brown

2-COLOR PLASTIC
Dark Brown-Sand
Lime-Sand

ECO-ARMOR
Brown



Riverview Park
Marshalltown, IA

MW070924-1C

Sales Representative
**MIDWEST
PLAYSCAPES**
8632 EAGLE CREEK CIRCLE
SAVAGE, MN 55378
PHONE: 1.800.747.1452
EMAIL: playscapes@earthlink.net

Equipment Manufacturer
PLAYWORLD
The world needs play.



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Marshalltown, IA

MW070924-1C

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Equipment Manufacturer
PLAYWORLD
The world needs play.

**RESOLUTION ACCEPTING BID, AS AMENDED BY CHANGE ORDER #0, AND
AUTHORIZING THE AWARD OF CONTRACT FOR THE LINN CREEK
TRAILHEAD AND BRIDGE PROJECT NO. TRL24001 AND TRL24002, IN THE CITY
OF MARSHALLTOWN, IOWA IN THE AMOUNT OF \$1,895,933 TO CON-STRUCT
INC.**

WHEREAS, notice to bidders has been duly given as required by law publication in the Marshalltown Times-Republican for the Trailhead and Bridge 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. (Marshalltown, IA)	\$ 1,986,169.00
Edge Commercial, LLC (Grimes, IA)	\$ 2,023,755.00
Howrey Construction (Bondurant, IA)	\$ 2,408,731.50

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

WHEREAS, a pre-award scope change is being requested which results in a decrease in items to complete the project.

WHEREAS, a pre-award change order has been negotiated between Con-Struct, Inc. and the City of Marshalltown as follows:

Bid	\$ 1,986,169.00
<u>Pre-Award Change Order #0</u>	<u>\$ - 90,236.00</u>
Proposed Contract	\$ 1,895,933.00

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, as amended by Change Order #0, 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 Eight Hundred Ninety-Five Thousand Nine Hundred Thirty-Three and 00/100 (\$1,895,933.00) Dollars.

Section 2. Pursuant to Iowa Code section 26.10, the City Council authorizes staff 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 bidder's 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 20th day of December 2024, and signed this _____ day of December, 2024.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

MARSHALLTOWN

I O W A

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

TO: Mayor & City Council
FROM: Heather Thomas, Public Works Director (*Assisting Parks & Recreation*)
Carol Webb, City Administrator
DATE: December 20th, 2024
RE: Award – Linn Creek Trailhead and Bridge Project #TRL24001 and TRL24002

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 that improves quality of life.

Recommendation: Staff recommend accepting pre-award change order #0, accepting bid, and authorizing award of the Trailhead and Bridge project to Con-Struct, Inc.

Budget Impact: The award is in the amount of \$1,895,933. The project is funded through a combination of city funds, grants, and donations. Refer to separate memo on Destination Iowa project funding.

Description/Background: The Linn Creek Trailhead and 6th St Pedestrian Bridge project includes the construction of a trailhead with a restroom building, shelters, and other amenities and a new pedestrian bridge over Linn Creek connecting to the 6th Street Trail. These are two of four projects in the Linn Creek District partially funded by a \$2 million Destination Iowa grant.

Design and construction phase services for this project are being completed by Snyder & Associates. The city received 3 bids on November 21st, 2024:

Engineer's Estimate	\$ 2,137,809.00
Con-Struct, Inc. (Marshalltown, IA)	\$ 1,986,169.00
Edge Commercial, LLC (Grimes, IA)	\$ 2,023,755.00
Howrey Construction, Inc (Bondurant, IA)	\$ 2,408,731.50

After receiving bids for the trailhead, pedestrian bridge, water plaza, and estimates of other project components, city staff reviewed the projects to understand where some cost savings could be found. Some of the larger identified cost savings within the trailhead/bridge bid and our approach include the following items:

- a. Have landscaping (plants and trees) installed by city parks staff after construction. Kristin (City Parks Supervisor) reports that city could purchase perennial ground cover plants, likely get the specified trees donated to the city, have access to wood chips for use as mulch, and have parks staff do the installation/care. This removes approximately \$27,700 in scope from the contract.

CITY COUNCIL

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



Kristin obtained quotes on the plant material and we have established a \$10,000 budget for purchase of plants and materials.

- b. Eliminate east overlook structure. We propose to eliminate one of the Linn Creek overlook areas that was planned to be adjacent to the restroom. Eliminating this location of a pergola-type structure over seating allows the reduction in height of a structural retaining wall and some of the sidewalk on the south side of the restroom. With the bridge having two overlook areas, when looking at cost savings, the team felt the other two overlooks would be sufficient for the area. Seating would remain in this area should there be a family member waiting on someone to use the restroom. There are two other proposed covered structures, so eliminating a pergola-type structure was also determined to be a reasonable way to scale the project. The design team was unable to redesign the retaining wall during the bid review process, so we anticipate an additional change order reducing the cost of the retaining wall to come forward shortly after award.

Through discussion and negotiation with Con-Struct, Inc, we have prepared a pre-award Change Order #0, attached, in the amount of a deduct of \$90,236.00 on Con-Struct's contract. City staff would then have a \$10,000 budget to be able to provide for the landscaping to be installed by city staff. This adjusts the propose award as follows:

Con-Struct, Inc. (Marshalltown, IA)	\$ 1,986,169.00
Pre-Award Change Order #0	\$ -90,236.00
Proposed Contract Amount	\$ 1,895,933.00

The contract will have a substantial completion date of 10/01/25 with final completion date of 10/15/25, as outlined in the bid documents.

Attachments: Bid Tabulation, Change Order #0

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 & City Council
FROM: Heather Thomas, Public Works Director (*Assisting Parks & Recreation*)
Carol Webb, City Administrator
DATE: December 20th, 2024
RE: Destination Iowa - Linn Creek District Project Funding

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 that improves quality of life.

Recommendation: This memo provides financial information in relation to the projects as a whole that make up the four projects included in the City's submittal for Destination Iowa Funding for the Linn Creek District.

Budget Impact: Memo provided for information only.

Description/Background: The City and the MACC, along with community partners, teamed up to apply for and were successful in obtaining a \$2M Destination Iowa Grant for the Marshalltown Linn Creek District to include four projects:

Martha Ellen Tye Playhouse
Ann C. Keyser Trailhead
Emerson Pedestrian Bridge
Apgar Family Water Plaza

The MACC is taking the lead on the MET Playhouse project with an overall budget of \$1,953,000. Prior to applying for Destination Iowa Funds, the MACC had raised \$902,483 in funding for their project that was able to be leveraged as one piece to strengthen the joint grant application for Destination Iowa Funding.

The city is taking the lead on the Trailhead project, which will be located near the existing skate park & 6th St complex to take advantage of an existing parking lot and proximity to convergences of trails leading to the Legion Freedom Rock, Mega-10 Park, Linn Creek Recreational Trail, and trail sections that will link up to the Iowa's River Edge Trail. The Destination Iowa grant application was strengthened by the City Council's \$560,000 commitment with the 2022 GO Bond (Fund 364) and \$200,000 contribution from Ann C. Keyser through the city's partnership with Trails, Inc.

CITY COUNCIL

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



The city is taking the lead on the Pedestrian Bridge project, which will be located just south of the proposed trailhead and part of the 6th St Trail connection segment to the Legion's Freedom Rock. The pedestrian bridge will replace a former, deteriorated roadway bridge that was taken out of vehicle service when the 3rd St/6th St viaduct was constructed. Since that time, it has served as a bridge that pedestrians could cross; however, has deteriorated to the point where the city's bridge inspections have indicated low-count pedestrian load only with the anticipation needing to close in the near future for safety reasons related to its deterioration. The Destination Iowa grant application was strengthened by the City Council's \$700,000 commitment with the 2022 GO Bond (Fund 364). Due to proximity, the Trailhead and Bridge Project were combined into a single construction bid package. A resolution to award the infrastructure construction contract is on the December 20th, 2024 city council meeting agenda.

The city is taking the lead on the Water Plaza project, which will be located near Mega-10 to take advantage of existing recreational amenities in the vicinity, additional parking opportunities connected through short trail segments, and its proximity to the Aquatic Center, which is needed for personnel reasons for management of the recirculation requirements of the water feature. The Destination Iowa grant application was strengthened by the City Council's \$500,000 commitment with the 2022 GO Bond (Fund 364). A significant commitment was made to public engagement in this process, which ultimately transformed previous splash pad discussions into the current water plaza project. A resolution to award the infrastructure construction contract is on the December 20th, 2024 city council meeting agenda.

The Destination Iowa projects must be obligated by December 31st, 2024. The Destination Iowa project is looked at by the state as a whole, and not individual projects; therefore, carefully coordination and communication between the projects to understand funding needs and availability was needed. The Chamber and the Arts & Culture Alliance have taken the lead on private fundraising and additional grant applications for these Linn Creek District projects. Below is a summary of the overall project budget proposed:

Expenses

	MET Playhouse	Trailhead & Ped Bridge	Water Plaza
Conceptual & Design Engineering		267,800.00	296,400.00
Construction - Infrastructure Contract		1,895,933.00	1,887,325.00
Construction Contingency (~10%)		190,000.00	190,000.00
Budget Allowance - Rubberized Coating		0.00	55,000.00
Budget Allowance - Landscaping (By City)		10,000.00	7,500.00
Budget Allowance - Signage		0.00	50,000.00
Budget Allowance - Creative Placemaking		410,000.00	395,000.00
Misc Permits, Utility, Etc		7,700.00	5,710.00
Construction Phase Engineering		85,000.00	190,185.00
TOTAL	1,953,000.00	2,866,433.00	3,077,120.00
GRAND TOTAL	\$ 7,896,553.00		

CITY COUNCIL

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



Revenue / Projected Funding

Amount	Source
2,000,000.00	Destination Iowa Grant
1,760,000.00	City Funding - 2022 GO BOND, Fund 364 (\$500k splash pad, \$700k Bridge, \$560k Trailhead)
200,000.00	City/Trails Inc - Trailhead (Ann Keyser Contribution)
902,485.00	MACC MET Playhouse Funds Available Prior to Linn Creek Project Fundraising Effort
2,491,050.00	Linn Creek District Fundraising Effort – Secured Funds & Pledges ^(Note 1)
95,018.00	Chamber Funding Commitment ^(Note 1)
68,000.00	City ARPA Funds (Council Discussion Item 12/09/24; Formal Resolution 12/20/24)
380,000.00	City – Construction Contingency ^(Note 2)
\$ 7,896,553.00	TOTAL

Note 1: The Chamber and ACA will be presenting an update at the City Council meeting on December 20, 2024 on their fundraising efforts to date and continued plans, such as planned/outstanding grant applications along with individual and business requests.

Note 2: Phase 1 of the Riverview Park improvements was funded through Council's 2022 GO Bond in the amount of \$2.5M. The Riverview Park project is currently under construction with estimated project costs of \$1,992,074.20 and \$2,529,500.00 in funding allocated. The difference of \$537,426.00 is available for construction contingency on the Riverview Park project. The 2022 GO Bond is the source for funding for the Riverview Park project, as well as the water plaza, trailhead, and pedestrian bridge. City staff recommend that these contingency funds be allowed to be used for all of these parks/recreation projects. For budgeting purposes, we propose to show \$190,000 for contingency for the water plaza, \$190,000 for contingency for the trailhead/bridge, and the remaining \$157,426 for contingency on the Riverview Park project.

CITY COUNCIL

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



PRE-AWARD CHANGE ORDER

Owner: City of Marshalltown
Project Number: TRL 24-001 & TRL 24-002
Project Description: Linn Creek Trailhead & 6th St Pedestrian Bridge Improvements

Change Order: #0
Change Order Recommended: 12/16/2024
Effective Date of Change Order: 12/20/2024

Date of Contract: Not yet signed

Contractor: Con-Struct, Inc.
Marshalltown, Iowa

Reason / Justification for Change Order:

Includes scope reduction to account for city staff doing the landscaping/tree plantings, as well as adjustments and removal of one of the overhead (east overlook) pergola-type structures and associated pavement/drainage changes. The quantities shown for the changes around the east overlook are approximated. After the award, the design engineers (who will also be acting as the construction engineers) will modify the retaining wall design in this area that will be incorporated into this contract as Change Order #1.

Bid Price \$1,986,169.00

(insert change orders, as applicable)

\$ -

Original Substantial Completion Date: 10/1/2025
Current Substantial Completion Date: 10/1/2025
Proposed Substantial Completion Date: 10/1/2025

Original Final Completion Date: 10/15/2025
Current Final Completion Date: 10/15/2025
Proposed Final Completion Date: 10/15/2025

Total Bid Amount \$1,986,169.00

Proposed Work Changes (See Attached Tab) -\$90,236.00

Total Proposed Contract Amount \$1,895,933.00

Recommended by Engineer:

Heather Thomas
Heather Thomas, PE
City of Marshalltown

City Engineer
Title

12/16/24
Date

Accepted by Contractor:

[Signature]
Con-Struct, Inc.

Vice President
Title

12/16/24
Date

Authorized by Owner:

City of Marshalltown

Title

Date

CONSTRUCTION CHANGE ORDER - TABULATION OF CHANGES

TRL 24-001 & TRL 24-002

Change Order:

#0

Linn Creek Trailhead & 6th St Pedestrian Bridge Improvements

Contract Quantities include quantities adjusted by **no** Change Orders

Bid Item Number	Item Description	(A)				(B)		(C) = (A) + (B)			
		Original BID				Proposed Adjustment		Proposed Contract Amount			
		Quantity	Unit	Unit Price	Value	Quantity	Value	Quantity	Unit	Unit Price	Value
1	Mobilization/General Conditions - Trailhead	1.0	LS	\$109,700.00	\$109,700.00	unit price adjustment	\$ (3,000.00)	1.0	LS	\$106,700.00	\$106,700.00
2	Tree Removal	1.0	LS	\$7,000.00	\$7,000.00		\$ -	1.0	LS	\$ 7,000.00	\$7,000.00
3	Pavement Removal (HMA Trail, Parking, Old Road, and Gravel Area)	1,875.0	SY	\$10.00	\$18,750.00		\$ -	1,875.0	SY	\$ 10.00	\$18,750.00
4	Remove/Dispose Chain Link Fence	350.0	LF	\$5.00	\$1,750.00		\$ -	350.0	LF	\$ 5.00	\$1,750.00
5	Remove/Dispose Graffiti Wall	1.0	LS	\$800.00	\$800.00		\$ -	1.0	LS	\$ 800.00	\$800.00
6	Strip, Stockpile, Respread Topsoil	1.0	LS	\$20,000.00	\$20,000.00		\$ -	1.0	LS	\$ 20,000.00	\$20,000.00
7	On-Site Earthwork	1.0	LS	\$15,000.00	\$15,000.00		\$ -	1.0	LS	\$ 15,000.00	\$15,000.00
8	Import Topsoil	100.0	CY	\$25.00	\$2,500.00		\$ -	100.0	CY	\$ 25.00	\$2,500.00
9	Erosion Control	1.0	LS	\$18,400.00	\$18,400.00		\$ -	1.0	LS	\$ 18,400.00	\$18,400.00
10	6" Depth PCC with 4" Granular Base/Subdrains	2,015.0	SY	\$80.00	\$161,200.00	-65.2	\$ (5,216.00)	1,949.8	SY	\$ 80.00	\$155,984.00
11	12" Width PCC Roll Curb	305.0	LF	\$40.00	\$12,200.00		\$ -	305.0	LF	\$ 40.00	\$12,200.00
12	6" PCC Curb and Gutter	40.0	LF	\$40.00	\$1,600.00		\$ -	40.0	LF	\$ 40.00	\$1,600.00
13	Site Retaining Wall at East Overlook	1.0	LS	\$100,000.00	\$100,000.00		\$ -	1.0	LS	\$100,000.00	\$100,000.00
14	Steel Decorative Handrail	85.0	LF	\$240.00	\$20,400.00	-12.0	\$ (2,880.00)	73.0	LF	\$ 240.00	\$17,520.00
15	HDPE Storm Sewer	415.0	LF	\$55.00	\$22,825.00	-35.0	\$ (1,925.00)	380.0	LF	\$ 55.00	\$20,900.00
16	RCP Storm Sewer	93.0	LF	\$100.00	\$9,300.00		\$ -	93.0	LF	\$ 100.00	\$9,300.00
17	RCP Flared End Section	2.0	EA	\$3,200.00	\$6,400.00		\$ -	2.0	EA	\$ 3,200.00	\$6,400.00
18	Nyloplast Storm Basin	8.0	EA	\$3,000.00	\$24,000.00	-1.0	\$ (3,000.00)	7.0	EA	\$ 3,000.00	\$21,000.00
19	Curb Intake	2.0	EA	\$4,000.00	\$8,000.00		\$ -	2.0	EA	\$ 4,000.00	\$8,000.00
20	Class D Rip Rap with Geotextile Fabric	1.0	LS	\$24,700.00	\$24,700.00		\$ -	1.0	LS	\$ 24,700.00	\$24,700.00
21	Storm Manhole	4.0	EA	\$6,500.00	\$26,000.00		\$ -	4.0	EA	\$ 6,500.00	\$26,000.00
22	Water Service (2")	50.0	LF	\$130.00	\$6,500.00		\$ -	50.0	LF	\$ 130.00	\$6,500.00
23	2" Isolation Valve	1.0	EA	\$1,800.00	\$1,800.00		\$ -	1.0	EA	\$ 1,800.00	\$1,800.00
24	Winterization Valve/Blow-off	1.0	LS	\$2,500.00	\$2,500.00		\$ -	1.0	LS	\$ 2,500.00	\$2,500.00
25	4" Sanitary Sewer Line	28.0	LF	\$150.00	\$4,200.00		\$ -	28.0	LF	\$ 150.00	\$4,200.00
26	Sanitary Sewer Cleanout	1.0	EA	\$1,500.00	\$1,500.00		\$ -	1.0	EA	\$ 1,500.00	\$1,500.00
27	Drop Service on Ex. Manhole (20' Deep)	1.0	EA	\$17,000.00	\$17,000.00		\$ -	1.0	EA	\$ 17,000.00	\$17,000.00
28	Site Utility Service and Transformer	1.0	LS	\$6,085.00	\$6,085.00		\$ -	1.0	LS	\$ 6,085.00	\$6,085.00
29	Electrical Service	1.0	LS	\$3,645.00	\$3,645.00		\$ -	1.0	LS	\$ 3,645.00	\$3,645.00
30	Shelter Lighting	1.0	LS	\$8,270.00	\$8,270.00		\$ -	1.0	LS	\$ 8,270.00	\$8,270.00
31	Shelter Power	1.0	LS	\$2,915.00	\$2,915.00		\$ -	1.0	LS	\$ 2,915.00	\$2,915.00

CONSTRUCTION CHANGE ORDER - TABULATION OF CHANGES

TRL 24-001 & TRL 24-002

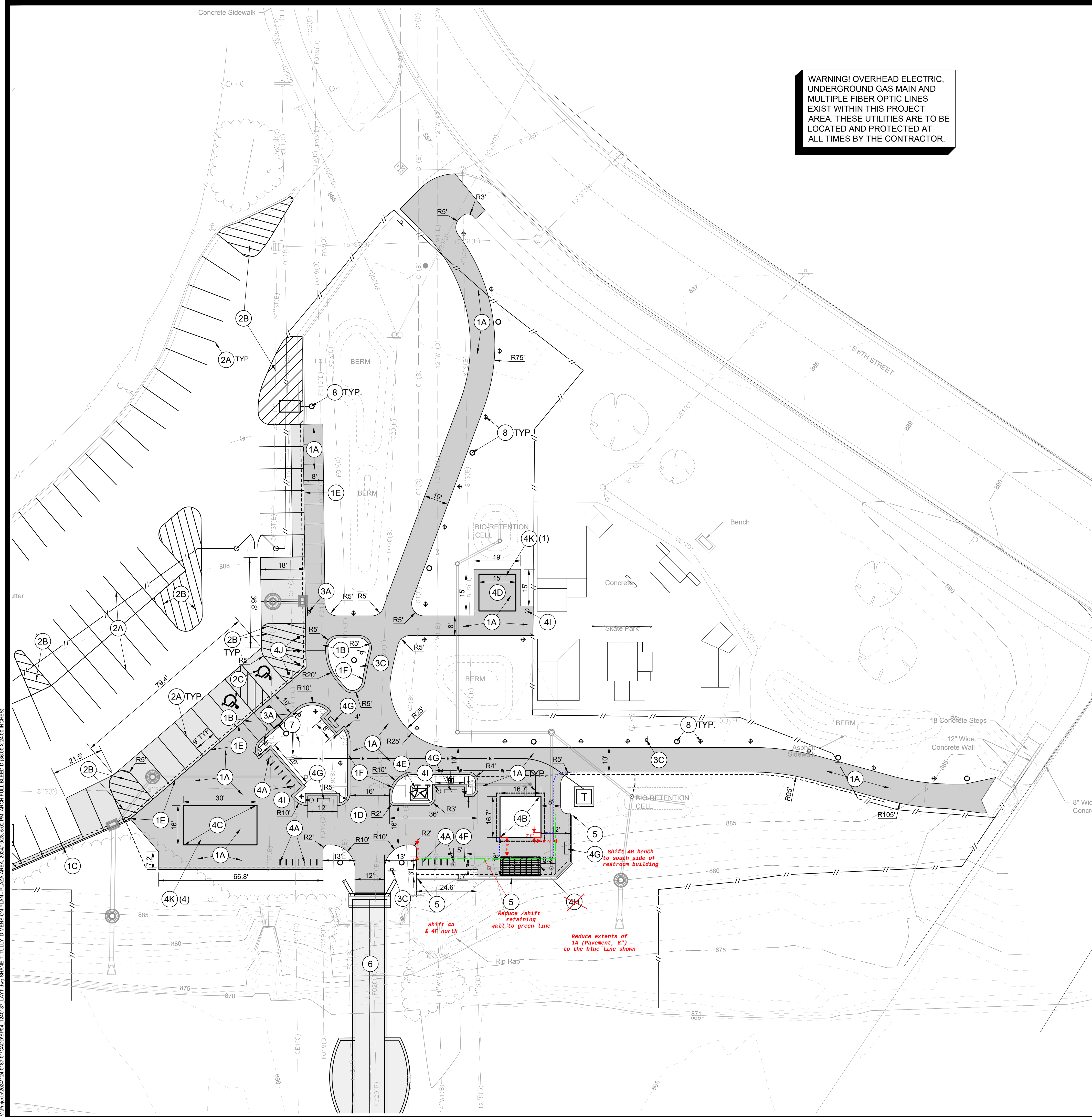
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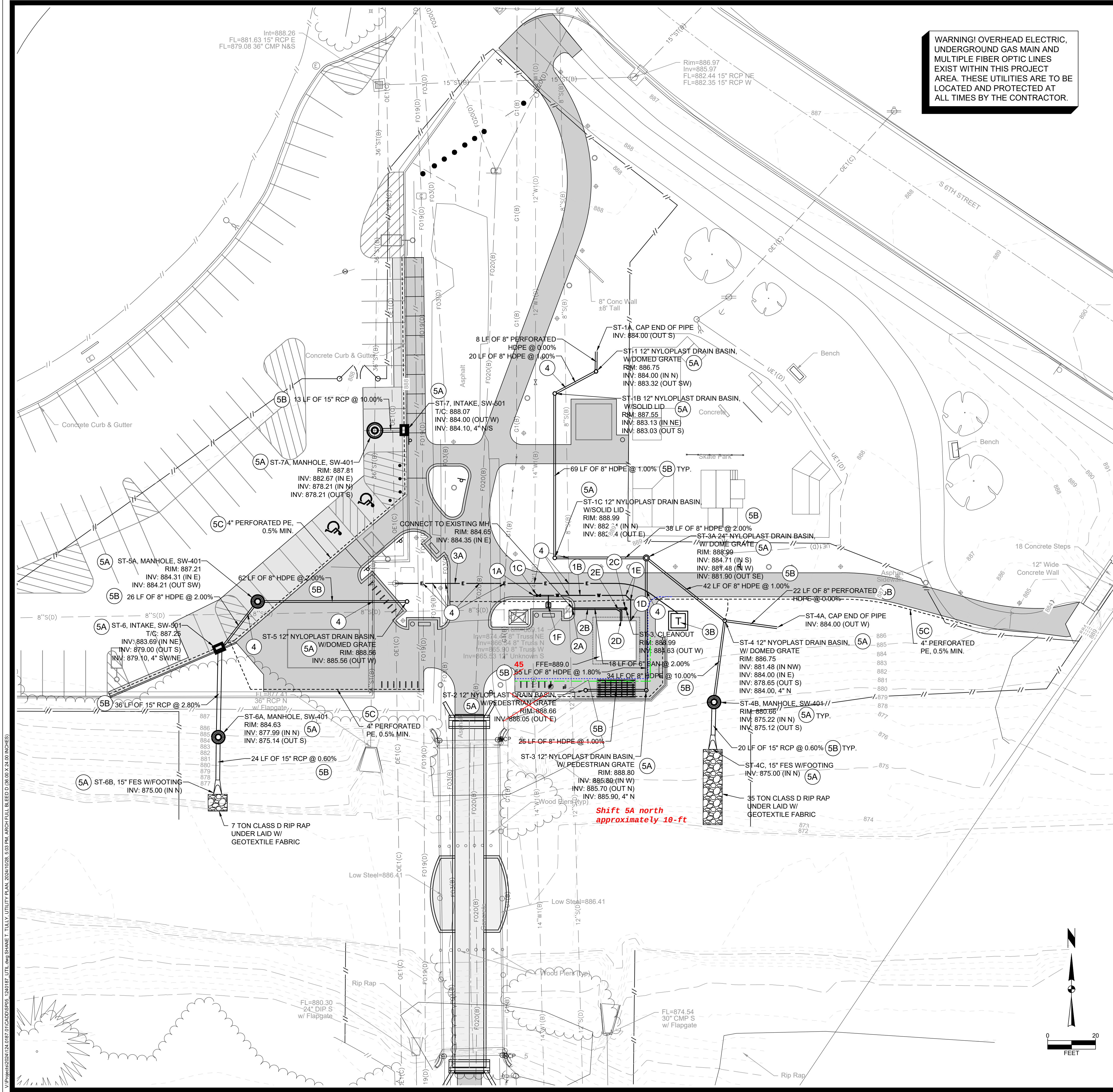
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Linn Creek Trailhead & 6th St Pedestrian Bridge Improvements

Contract Quantities include quantities adjusted by **no** Change Orders

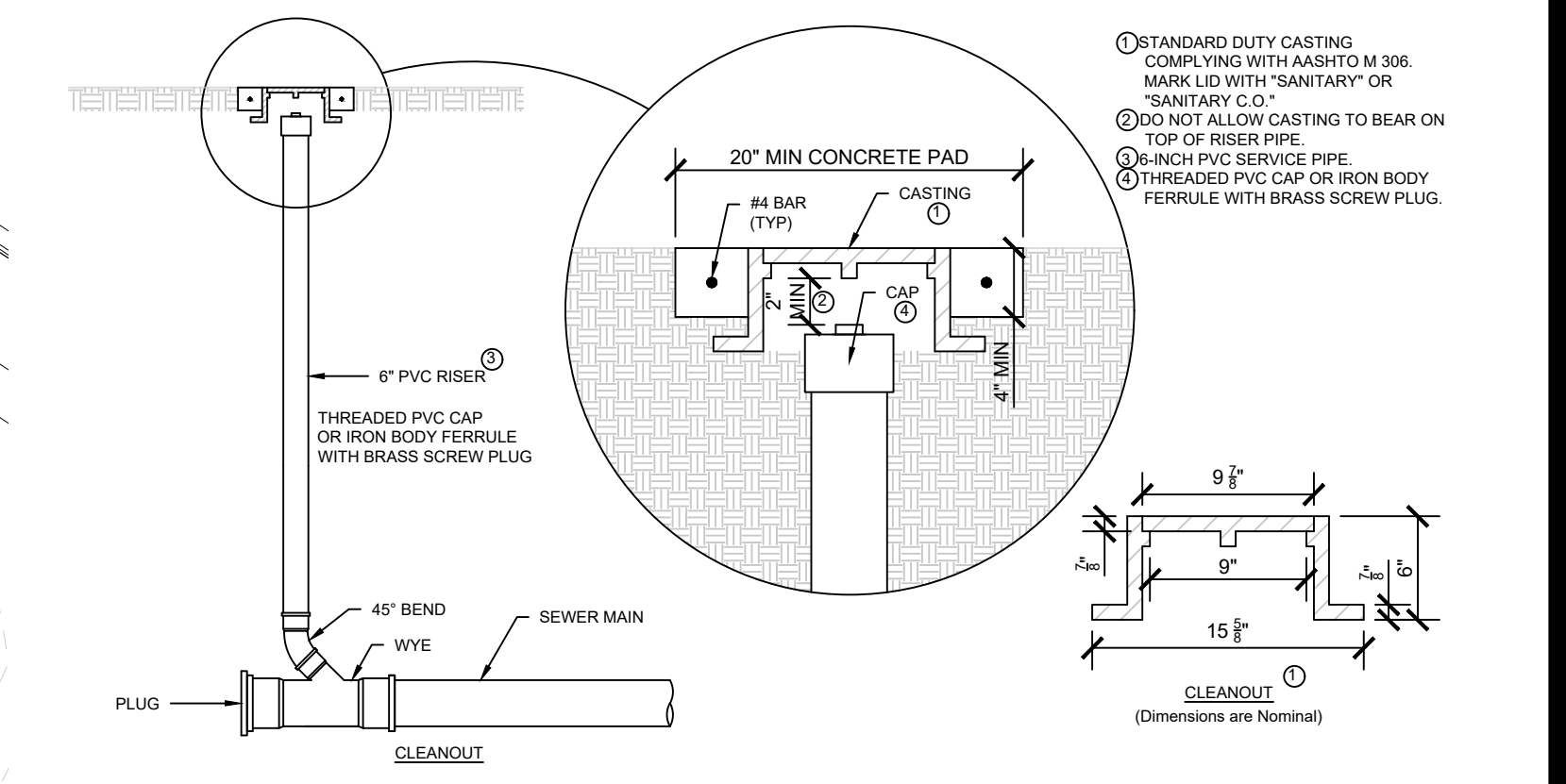
Bid Item Number	Item Description	(A)				(B)		(C) = (A) + (B)			
		Original BID				Proposed Adjustment		Proposed Contract Amount			
		Quantity	Unit	Unit Price	Value	Quantity	Value	Quantity	Unit	Unit Price	Value
32	Site Lighting (Pedestrian and Parking)	1.0	LS	\$186,275.00	\$186,275.00	unit price adjustment	\$ (1,000.00)	1.0	LS	\$185,275.00	\$185,275.00
33	Telecom and Security Rough-Ins	1.0	LS	\$7,385.00	\$7,385.00		\$ -	1.0	LS	\$ 7,385.00	\$7,385.00
34	Monoslope Event Shelter (30' x 16')	1.0	LS	\$54,000.00	\$54,000.00		\$ -	1.0	LS	\$ 54,000.00	\$54,000.00
35	Monoslope Picnic Shelter (15' x 15')	1.0	LS	\$35,430.00	\$35,430.00		\$ -	1.0	LS	\$ 35,430.00	\$35,430.00
36	Restroom Building (17' x 17')	1.0	LS	\$206,000.00	\$206,000.00		\$ -	1.0	LS	\$206,000.00	\$206,000.00
37	Restroom Building Foundation, Stoops, Slab	1.0	LS	\$41,000.00	\$41,000.00		\$ -	1.0	LS	\$ 41,000.00	\$41,000.00
38	Overhead Structure at Overlook	1.0	LS	\$45,500.00	\$45,500.00	-1.0	\$ (45,500.00)	-	LS	\$ 45,500.00	\$0.00
39	Lawn Seed and Hydromulch	1.0	AC	\$4,200.00	\$4,200.00		\$ -	1.0	AC	\$ 4,200.00	\$4,200.00
40	Native Seed and Hydromulch	0.5	AC	\$5,250.00	\$2,625.00		\$ -	0.5	AC	\$ 5,250.00	\$2,625.00
41	Landscaping (Shrubs, Perennials, etc.)	146.0	EA	\$125.00	\$18,250.00	-146.0	\$ (18,250.00)	-	EA	\$ 125.00	\$0.00
42	Overstory Trees	12.0	EA	\$405.00	\$4,860.00	-12.0	\$ (4,860.00)	-	EA	\$ 405.00	\$0.00
43	Ornamental Trees	1.0	EA	\$405.00	\$405.00	-1.0	\$ (405.00)	-	EA	\$ 405.00	\$0.00
44	Evergreen Trees	10.0	EA	\$420.00	\$4,200.00	-10.0	\$ (4,200.00)	-	EA	\$ 420.00	\$0.00
45	Bike Racks	20.0	EA	\$855.00	\$17,100.00		\$ -	20.0	EA	\$ 855.00	\$17,100.00
46	Bike Fix-It Station	1.0	EA	\$3,180.00	\$3,180.00		\$ -	1.0	EA	\$ 3,180.00	\$3,180.00
47	Benches - Custom Metal Panel Design	3.0	EA	\$4,500.00	\$13,500.00		\$ -	3.0	EA	\$ 4,500.00	\$13,500.00
48	Trash Receptacles - Custom Metal Panel Design	3.0	EA	\$3,400.00	\$10,200.00		\$ -	3.0	EA	\$ 3,400.00	\$10,200.00
49	Picnic Tables	5.0	EA	\$1,600.00	\$8,000.00		\$ -	5.0	EA	\$ 1,600.00	\$8,000.00
50	Trailhead Kiosk and Wayfinding Signage	1.0	LS	\$51,920.00	\$51,920.00		\$ -	1.0	LS	\$ 51,920.00	\$51,920.00
51	Removal of Existing Bridge	1.0	LS	\$47,250.00	\$47,250.00		\$ -	1.0	LS	\$ 47,250.00	\$47,250.00
52	Excavation Class 20	58.0	CY	\$58.00	\$3,364.00		\$ -	58.0	CY	\$ 58.00	\$3,364.00
53	Structural Concrete (Bridge)	37.4	CY	\$1,365.00	\$51,051.00		\$ -	37.4	CY	\$ 1,365.00	\$51,051.00
54	Reinforcing Steel, Epoxy Coated	5,472.0	CY	\$2.00	\$10,944.00		\$ -	5,472.0	CY	\$ 2.00	\$10,944.00
55	Pre-Engineered Steel Truss Trail Bridge, 144'-6 x 12'-0	1.0	EA	\$430,500.00	\$430,500.00		\$ -	1.0	EA	\$430,500.00	\$430,500.00
56	Piles, Steel, HP 10x57	480.0	LF	\$68.00	\$32,640.00		\$ -	480.0	LF	\$ 68.00	\$32,640.00
57	Construction Survey	1.0	LS	\$10,450.00	\$10,450.00		\$ -	1.0	LS	\$ 10,450.00	\$10,450.00
58	Mobilization - Bridge	1.0	LS	\$21,000.00	\$21,000.00		\$ -	1.0	LS	\$ 21,000.00	\$21,000.00
TOTALS:					\$1,986,169.00		\$ (90,236.00)				\$1,895,933.00



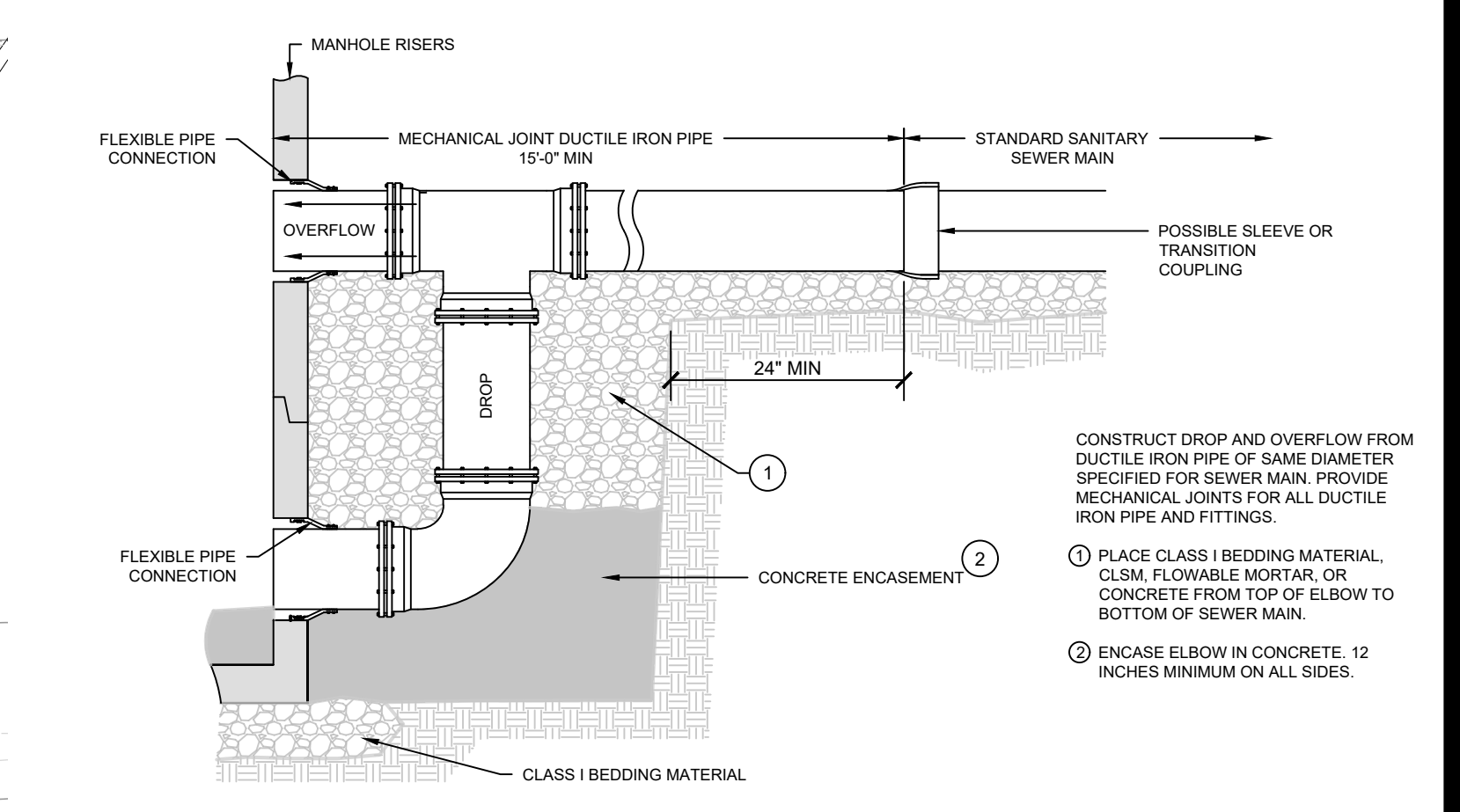


WARNING! OVERHEAD ELECTRIC, UNDERGROUND GAS MAIN AND MULTIPLE FIBER OPTIC LINES EXIST WITHIN THIS PROJECT AREA. THESE UTILITIES ARE TO BE LOCATED AND PROTECTED AT ALL TIMES BY THE CONTRACTOR.

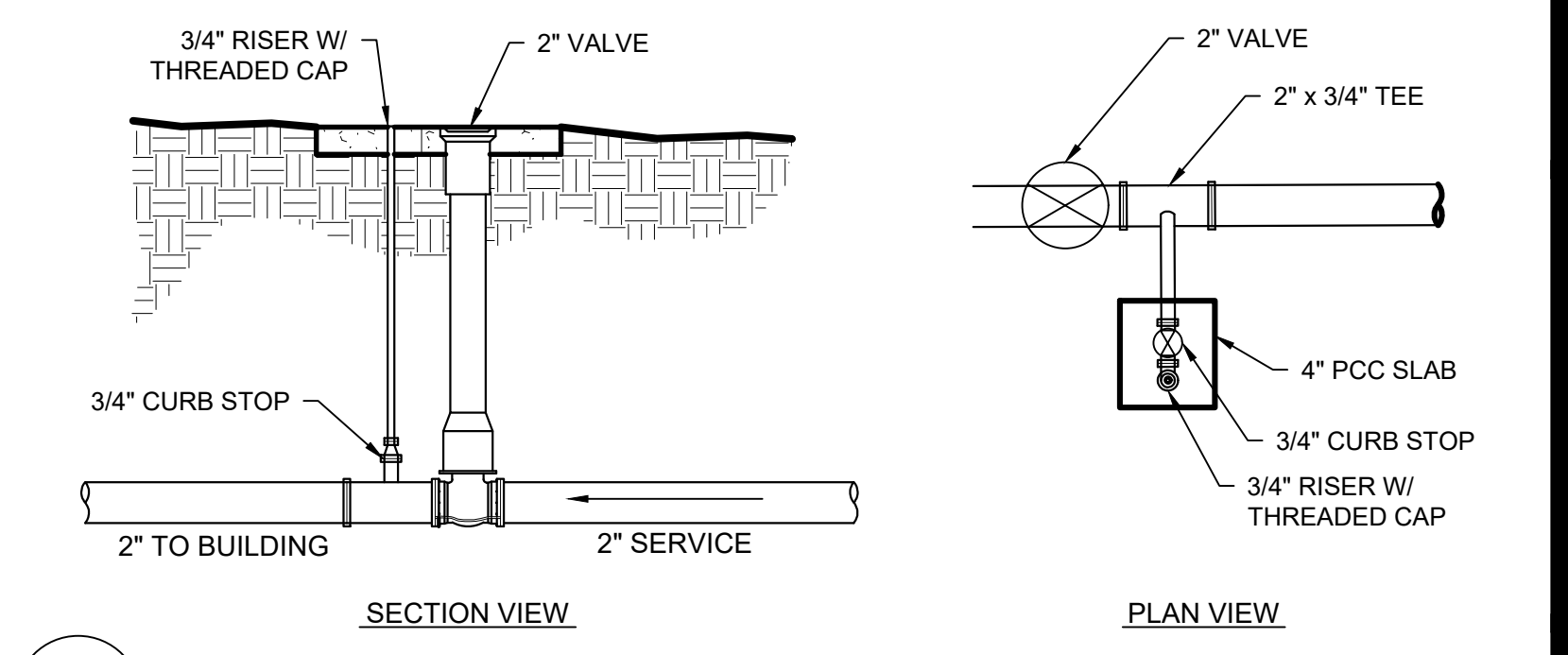
- UTILITY PLAN CONSTRUCTION NOTES**
- WATER SERVICES. PROVIDE THE FOLLOWING:
 - A. CONNECT TO EXISTING 14" WATER MAIN WITH TAPPING SLEEVE AND VALVE. COORDINATE CONNECTION WITH THE CITY OF MARSHALLTOWN WATER DEPARTMENT.
 - B. 2" WATER SERVICE AT MINIMUM 5' BURY DEPTH. PROVIDE TRACER WIRE IF PLASTIC WATER SERVICE IS INSTALLED. CONFIRM WITH MECHANICAL PLANS FOR SIZE, LOCATION AND ELEVATION TO ENTER THE BUILDING.
 - C. 2" DOMESTIC SERVICE AND VALVE.
 - D. CONNECT TO PROPOSED BUILDING SERVICE. CONFIRM WITH MECHANICAL PLANS FOR SIZE, LOCATION AND ELEVATION.
 - E. 45 DEGREE BEND.
 - F. WINTERIZATION BLOW OFF. SEE DETAIL.
 - SANITARY SEWER SERVICES. PROVIDE THE FOLLOWING:
 - A. CONNECT TO EXISTING 12" SANITARY SEWER WITH DROP SERVICE MANHOLE. VERIFY LOCATION AND ELEVATION PRIOR TO CONSTRUCTION. SEE DETAIL THIS SHEET.
 - B. 6" SANITARY SEWER SERVICE LINE AT 2.0% MINIMUM SLOPE (1/4" PER FOOT).
 - C. SANITARY CLEANOUT. SEE DETAIL THIS SHEET.
 - D. CONNECT TO PROPOSED BUILDING SERVICE. CONFIRM WITH MECHANICAL PLANS FOR SIZE, LOCATION AND ELEVATION.
 - E. Y CONNECTION.
 - SITE UTILITIES. COORDINATE UTILITY SERVICES WITH LOCAL PROVIDERS AND ARCHITECTURAL AND MECHANICAL PLANS.
 - A. ELECTRICAL SERVICE. COORDINATE EXACT LOCATION WITH OWNER AND FRANCHISE UTILITY OWNER PRIOR TO CONSTRUCTION. SEE ELECTRICAL PLANS.
 - B. ELECTRICAL TRANSFORMER AND SERVICE. COORDINATE EXACT LOCATION WITH ARCHITECTURAL AND MECHANICAL PLANS FOR DETAILS.
 - C. SITE LIGHTING. SEE ELECTRICAL PLANS, AND BUILDING PLANS.
 - CRITICAL CROSSING. MAINTAIN MINIMUM 18" SEPARATION BETWEEN ALL OTHER UTILITIES. VERIFY PRIOR TO CONSTRUCTION.
 - STORM SEWER IMPROVEMENTS. PROVIDE THE FOLLOWING:
 - A. STRUCTURE.
 - B. PIPE.
 - C. 4" PERFORATED PE SUBDRAIN.



1
C300
NO SCALE
SANITARY SEWER CLEANOUT



2
C300
NO SCALE
EXTERNAL DROP CONNECTION FOR SANITARY SEWER MANHOLE (SW-301) DETAIL



3
C300
NO SCALE
WINTERIZATION VALVE AND LINE DETAIL

V:\Projects\2024\124.0187.01\CADD\SP05_1240187.UTL.dwg SHANE T TULLY UTILITY PLAN 2024/10/28 3:03 PM ARCH FULL BLEED 0.00 0.00 X 24.00 INCHES

BY	DATE	REVISION	MARK	Engineer: RMV	Checked By: TLW	Date: 10/22/2024	T-R-S: TTN-RRW-SS	Project No: 124.0187.01	Sheet C300
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UTILITY PLAN

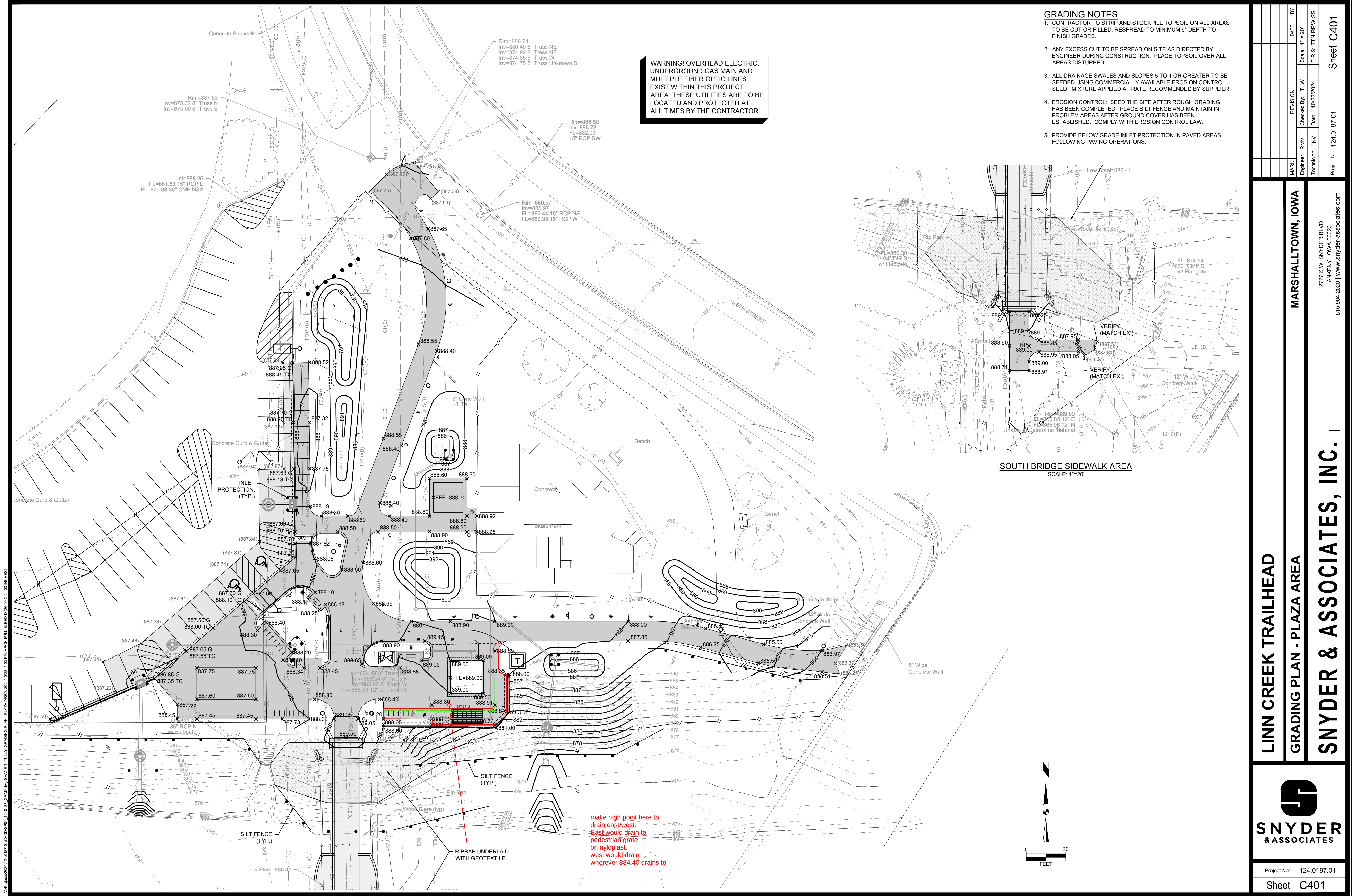
MARSHALLTOWN, IOWA

SNYDER & ASSOCIATES, INC. |

2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

SNYDER & ASSOCIATES

Project No: 124.0187.01
Sheet C300



MARK	REVISION	DATE	BY
Engineer: RMV	Checked By: TLW	Date: 10/22/2024	Scale: 1" = 20'
Technician: TKV	T-R-S: TTN-RRW/SS		
Project No: 124.0187.01			
Sheet C401			

LINN CREEK TRAILHEAD

GRADING PLAN - PLAZA AREA

SNYDER & ASSOCIATES

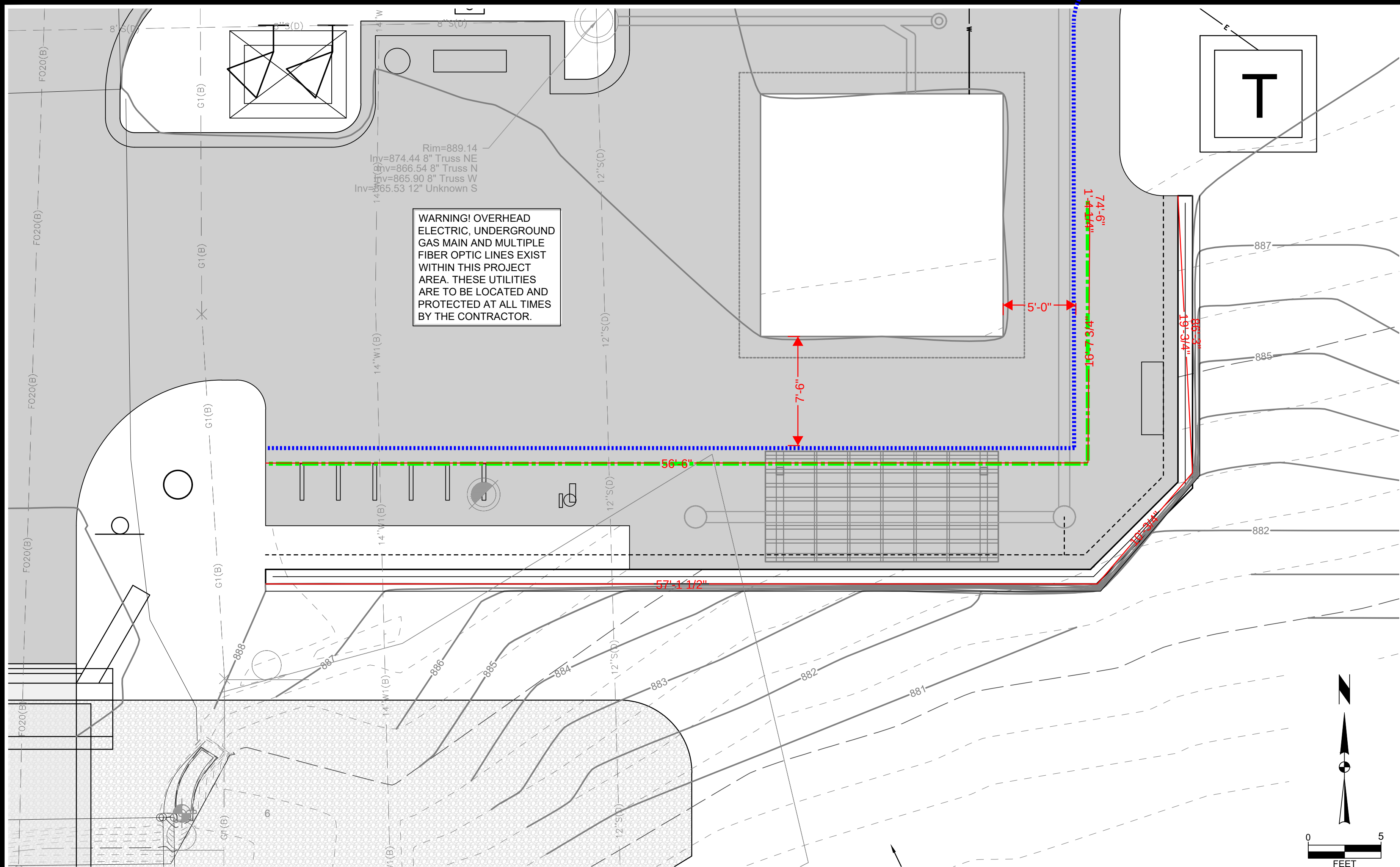
MARSHALLTOWN, IOWA

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515-964-2020 | www.snyder-associates.com

SNYDER & ASSOCIATES, INC. |

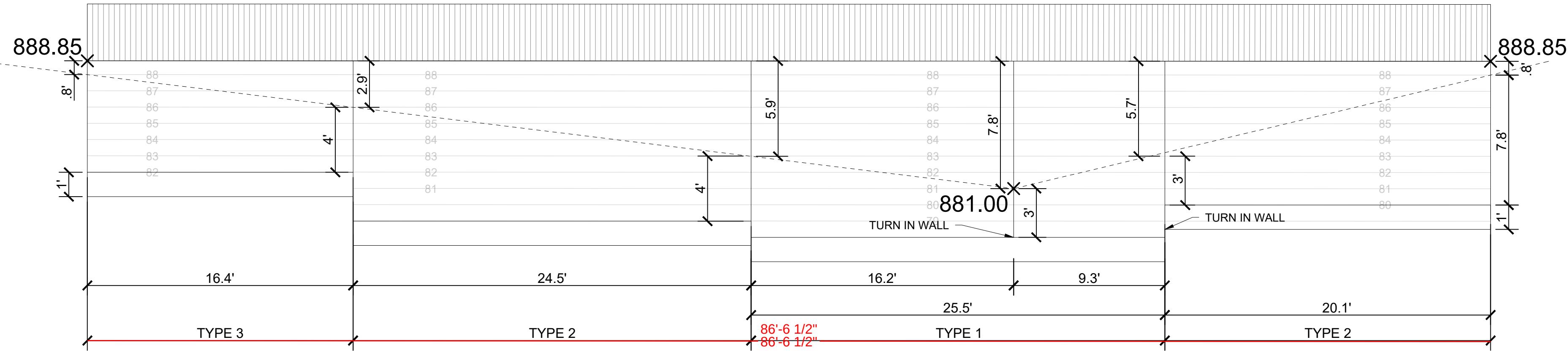
Project No: 124.0187.01

Sheet C401



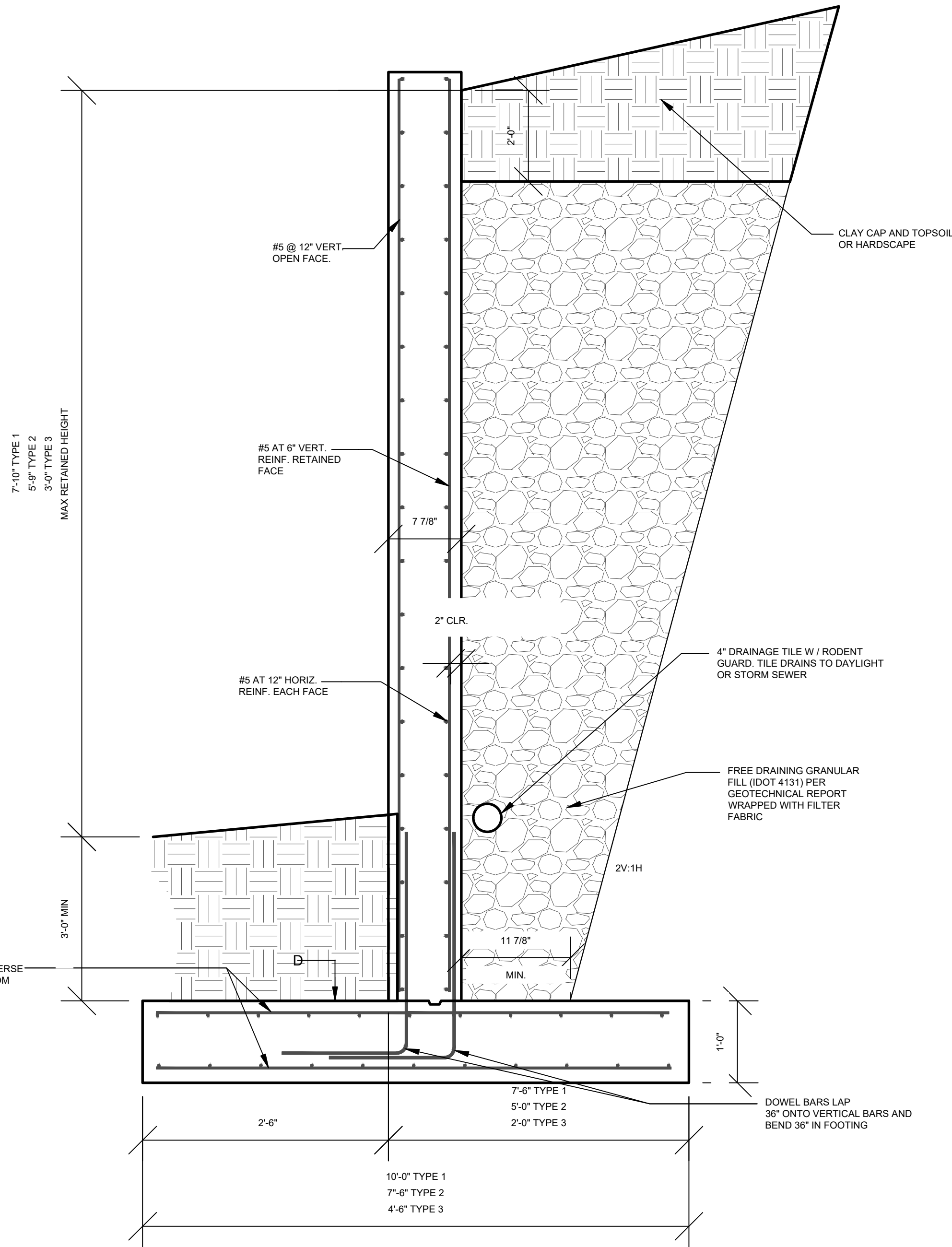
RETAINING WALL - PLAN VIEW

Estimate 12-ft less of wall & railing.
I removed 12-ft of railing now, engineer will
redesign wall and request price change post
award with any changes to railing length



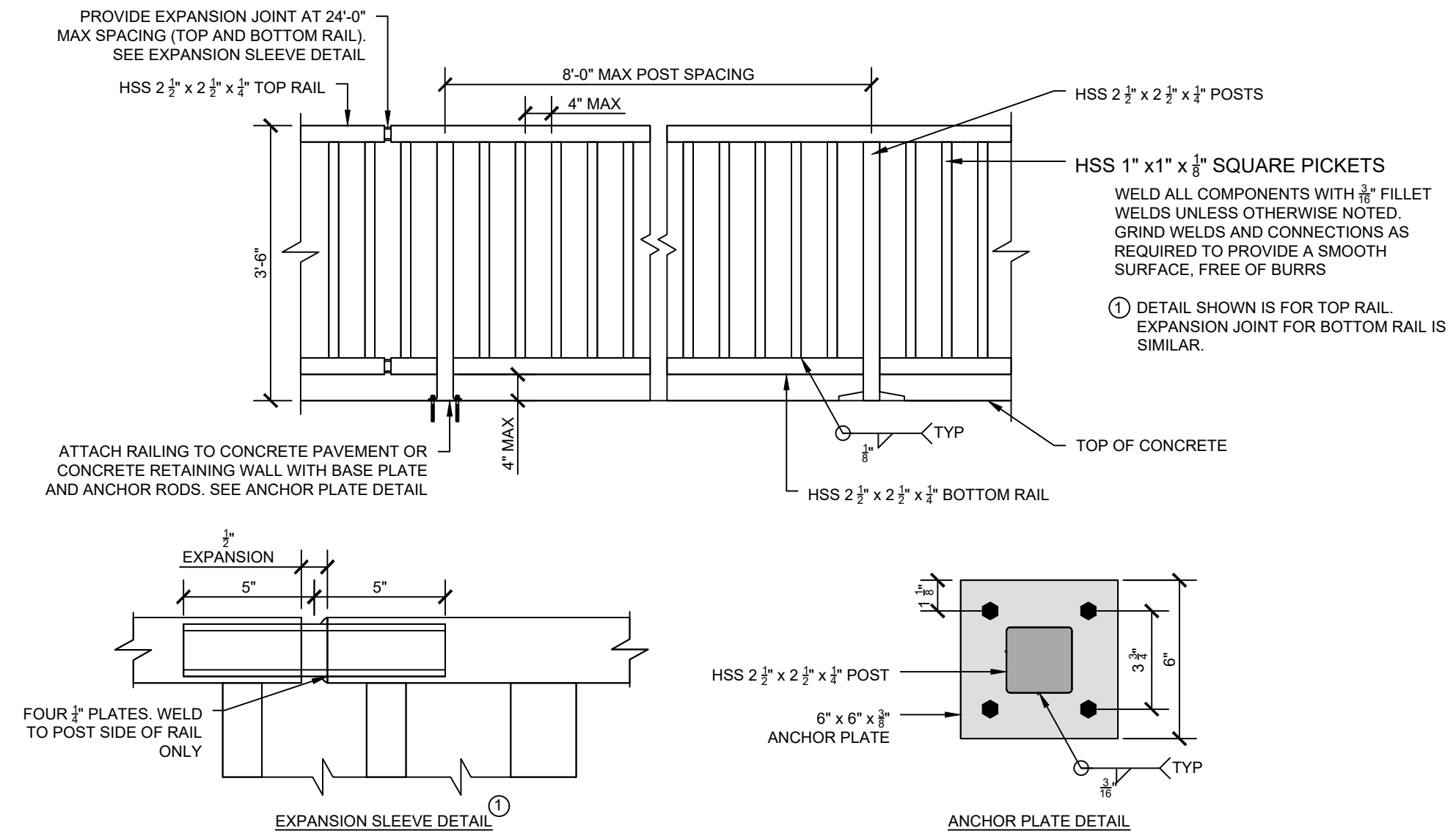
RETAINING WALL - ELEVATION

1" = 5'



RETAINING WALL

NO SCALE



RAILING

NO SCALE

LINN CREEK TRAILHEAD

RETAINING WALL

MARSHALLTOWN, IOWA

2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

SNYDER & ASSOCIATES, INC. |



Project No: 124.0187.01

Sheet C402

REVISION

Checked By: TLW

Scale: 1" = 5'

Date: 10/22/2024

Engineer: RMV

Technician: TKV

Project No: 124.0187.01

Sheet C402

OVERHEAD ELECTRIC,
OUND GAS MAIN AND
FIBER OPTIC LINES
HIN THIS PROJECT
ESE UTILITIES ARE TO BE
AND PROTECTED AT
S BY THE CONTRACTOR.

**No installation
of edging of these
areas required by
Contractor. Landscaping**

WARNING! OVERHEAD ELECTRIC, UNDERGROUND GAS MAIN AND MULTIPLE FIBER OPTIC LINES EXIST WITHIN THIS PROJECT AREA. THESE UTILITIES ARE TO BE LOCATED AND PROTECTED AT ALL TIMES BY THE CONTRACTOR.

A. ALL PLANT MATERIAL SHALL AT LEAST MEET MINIMUM REQUIREMENTS SHOWN IN THE "AMERICAN STANDARDS FOR NURSERY STOCK" (ANSI Z60.1-LATEST EDITION).

B. CONTRACTOR SHALL GUARANTEE ALL PLANT MATERIAL FOR A PERIOD OF ONE YEAR FROM DATE OF INSTALLATION.

1. PROVIDE 3-INCH DEPTH SHREDDED HARDWOOD MULCH IN PLANT BED AREAS AS INDICATED ON PLAN AND PROVIDE A MIN 3-FOOT PERIMETER RING AROUND ALL TREES. PROVIDE VERTICAL CUT NATURAL EDGE TO A DEPTH OF 4-INCHES FOR TREE RINGS. PROVIDE 6" DEPTH $\frac{3}{16}$ " BLACK METAL EDGER WITH STAKES FOR PLANTING BEDS.
2. PROVIDE 2-3" WASHED RIVER ROCK MULCH IN AREAS AS INDICATED ON PLAN AND PROVIDE MIN 3" FILTER FABRIC UNDERLAY. PROVIDE 6" DEPTH $\frac{3}{16}$ " BLACK METAL EDGER WITH STAKES.
3. SEED ALL AREAS DISTURBED BY CONSTRUCTION WITH 90-10 TURF GRASS BLEND LAWN SEED MIX AND COVER WITH HYDRO MULCH.
4. CONTRACTOR SHALL PROVIDE AMENDED SOILS CONSISTING OF 50% COMPOST AND 50% TOP SOIL AT 6 INCH DEPTH WITHIN PLANT BED AREAS.
5. BIO RETENTION AREA. SEE SHEET C404.

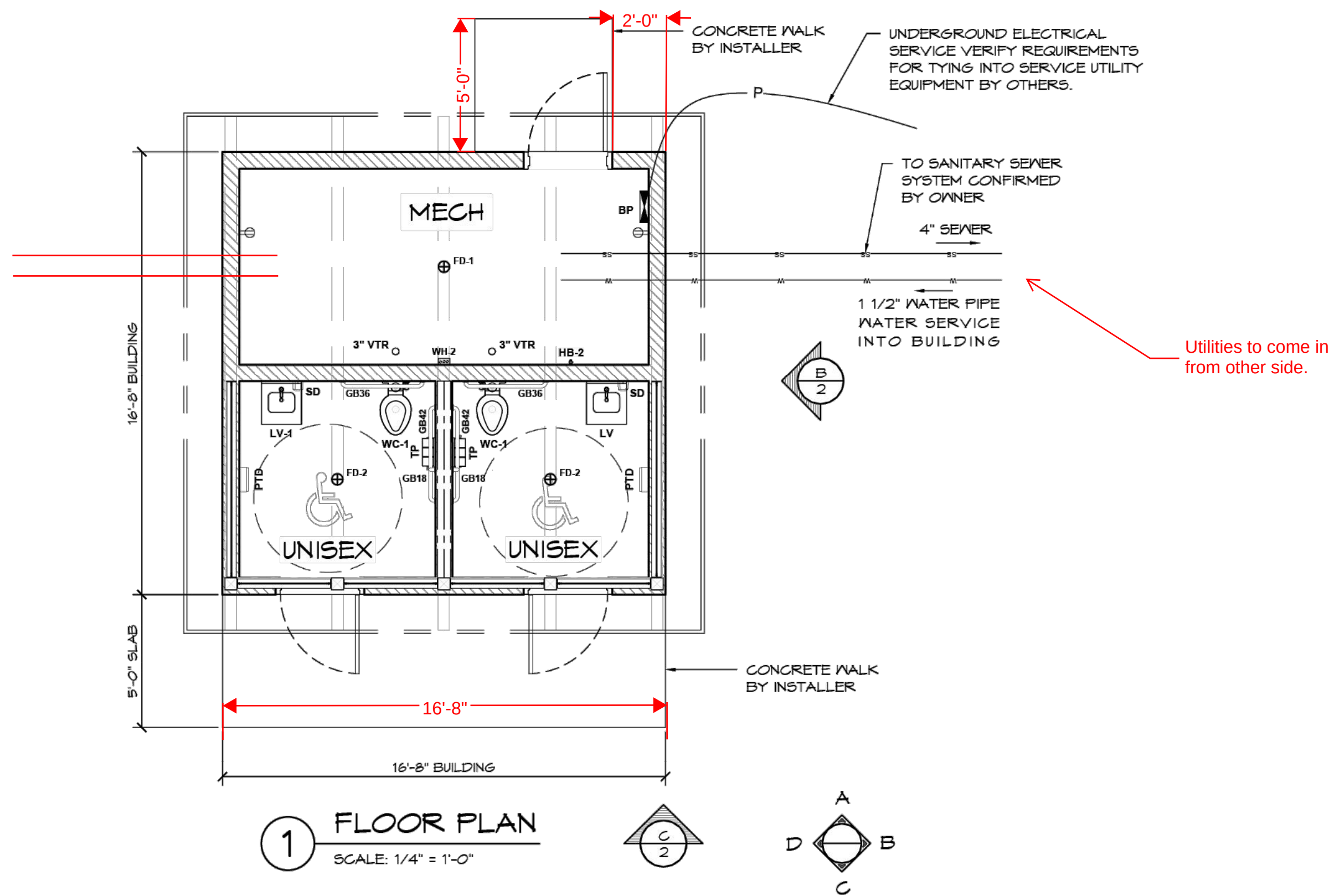
LANDSCAPE REQUIREMENTS AND CALCULATIONS:
(AS PER CITY OF MARSHALLTOWN SITE PLAN OPEN SPACE AND LANDSCAPING REQUIREMENTS)

	90/30 LAWN SEED WITH HYDRO MULCH		2"-3" ROCK MULCH, UNDERLAID WITH MIN. 3 oz. WEED BARRIER
	WOOD MULCH, 3" DEPTH		DETENTION SEED MIX



LEGEND		
SYMBOL	DESCRIPTION	AREA/ QUANTITY
	EXTERIOR WALL LIGHTS	3
	INTERIOR CEILING LIGHTS	4

WALL TYPE SCHEDULE	
	8" REINFORCED CONCRETE
	MASONRY BLOCK WALL WITH
	MORTAR JOINTS, GROUTED SOLID
	ALL CELLS RUNNING BOND PATTERN.



SECTION 2: BUILDING PACKAGE PRODUCTS

2.1. APPROVED BUILDING SUPPLIERS

- A.** Romtec, Inc.,
18240 North Bank Road, Roseburg, OR 97470
Tel: 541-496-3541; Fax: 541-496-0803; Email: RIsales@romtec.com
Web: www.Romtec.com
- B.** Requests for use of an alternate building supplier will be considered in accordance with provisions of Section 1.

2.2. BUILDING DESCRIPTION

- A.** Refer to drawings for quantities, dimensions, locations, and installation methods for the materials and items described in this section.
- B.** Building dimensions shall match what is indicated on drawings.

2.3. PLUMBING FIXTURES & ACCESSORIES

- A.** The following plumbing fixtures and accessories shall be supplied by building supplier.
- B.** Toilet shall be wall mount, top supply, stainless steel.
- (1) Flush valve shall be Exposed, Hardwire, Sensor Activated Sloan ECOS® Hardwire Dual Flush Water Closet Flushometer with Smart Sense Technology
- C.** Lavatory shall be wall mount, stainless steel.
- (1) Faucets shall be deck mounted single hole single supply metering, sink faucet.
- D.** Grab bars shall be stainless steel.
- E.** Toilet paper dispenser shall be stainless steel, wall mount with three-roll capacity.
- F.** Surface-mounted towel dispenser shall be fabricated of type heavy duty, 22 gauge stainless steel with exposed surfaces in satin finish. Refill indicator on face of cabinet. Tumbler lock to secure hinged front panel. Towel dispenser capacity 525 multi-fold or 400 C-fold towels.
- G.** Soap/Sanitizer Dispenser shall be Bradley Corp. Diplomat Series Model 6A01, surface-mounted automatic foam soap/sanitizer dispenser, with face formed with contemporary contours, radii, and finish matching related accessories in manufacturer's designer series. Capacity 27 oz (800 ml). Equipped with hinged cover and completely concealed mounting plate. Vandal resistant filler hole cover and sight gauge. Corrosion-resistant foam soap/sanitizer valve.

2.4. ELECTRICAL

- A.** The following electrical fixtures shall be supplied by building supplier.
- B.** Light fixtures shall be supplied by building supplier.
- (1) Exterior lights to be LED downlights with cast-aluminum housing with corrosion-resistant paint in dark bronze. Polycarbonate lens.
- (2) Exterior lights controlled by photocell.
- (3) Interior surface mount, 48" LED light fixtures.
- (4) Restroom lights controlled by motion sensor.
- (5) Mech room lights controlled by switch (switches by installer).
- C.** Tankless/electric water heater supplied by building supplier.
- D.** Main breaker panel shall be supplied by building supplier.
- (1) Breaker Panel shall be 100 Amp, single-phase, rain tight.

Note: Breaker panel shall be sized to accept only the loads of the building supplier electrical fixture package. The building supplier should modify the main breaker panel as needed to be most efficient based on any design changes.

LINN CREEK TRAILHEAD

RESTROOM DETAILS

MARSHALLTOWN, IOWA



Project No: 124.0187.01

Sheet C606

SNYDER & ASSOCIATES, INC. |

2777 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

Sheet C606

Project No: 124.0187.01

Technician: TKV

Engineer: RMV

Checked By: TLW

Scale: 1" = 10'

Date: 10/22/2024

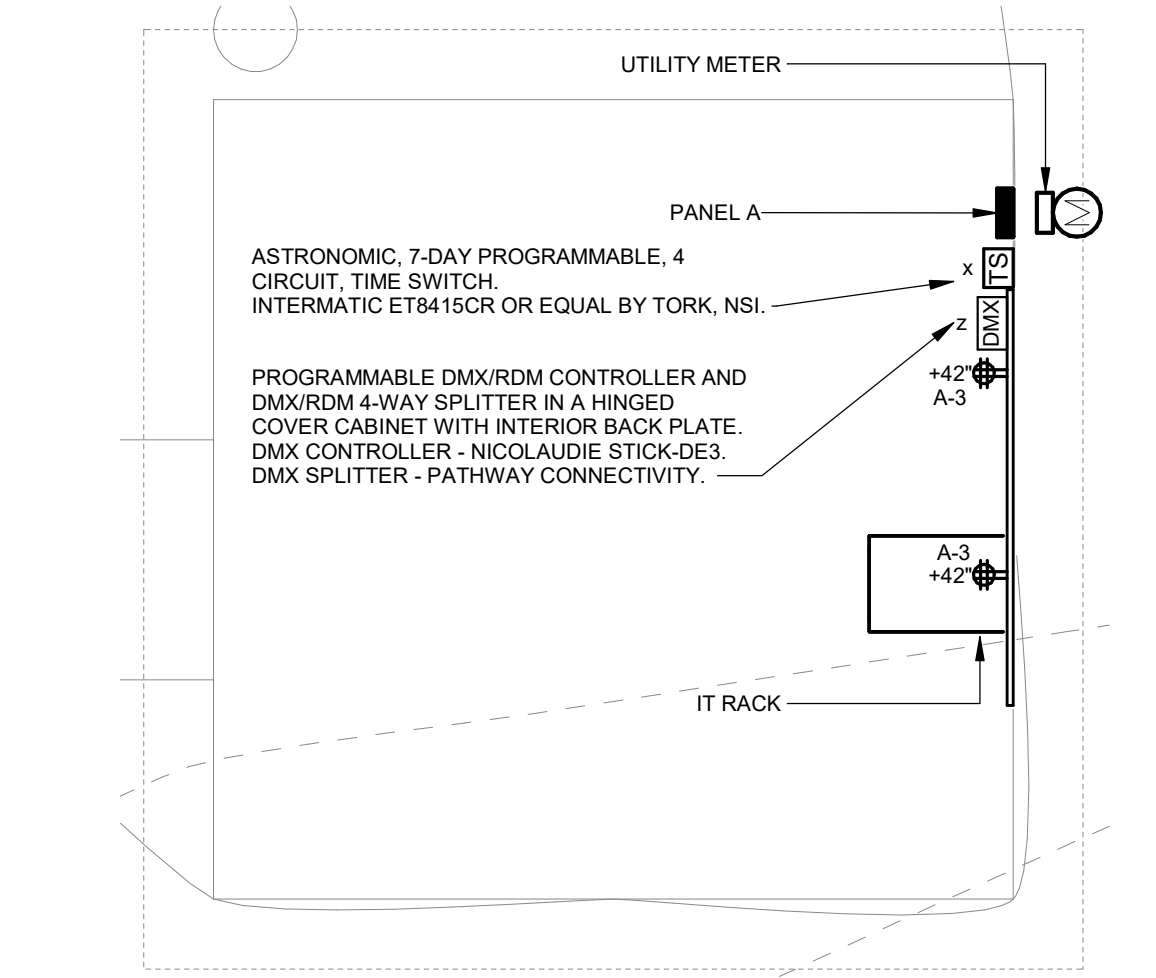
REVISION

DATE

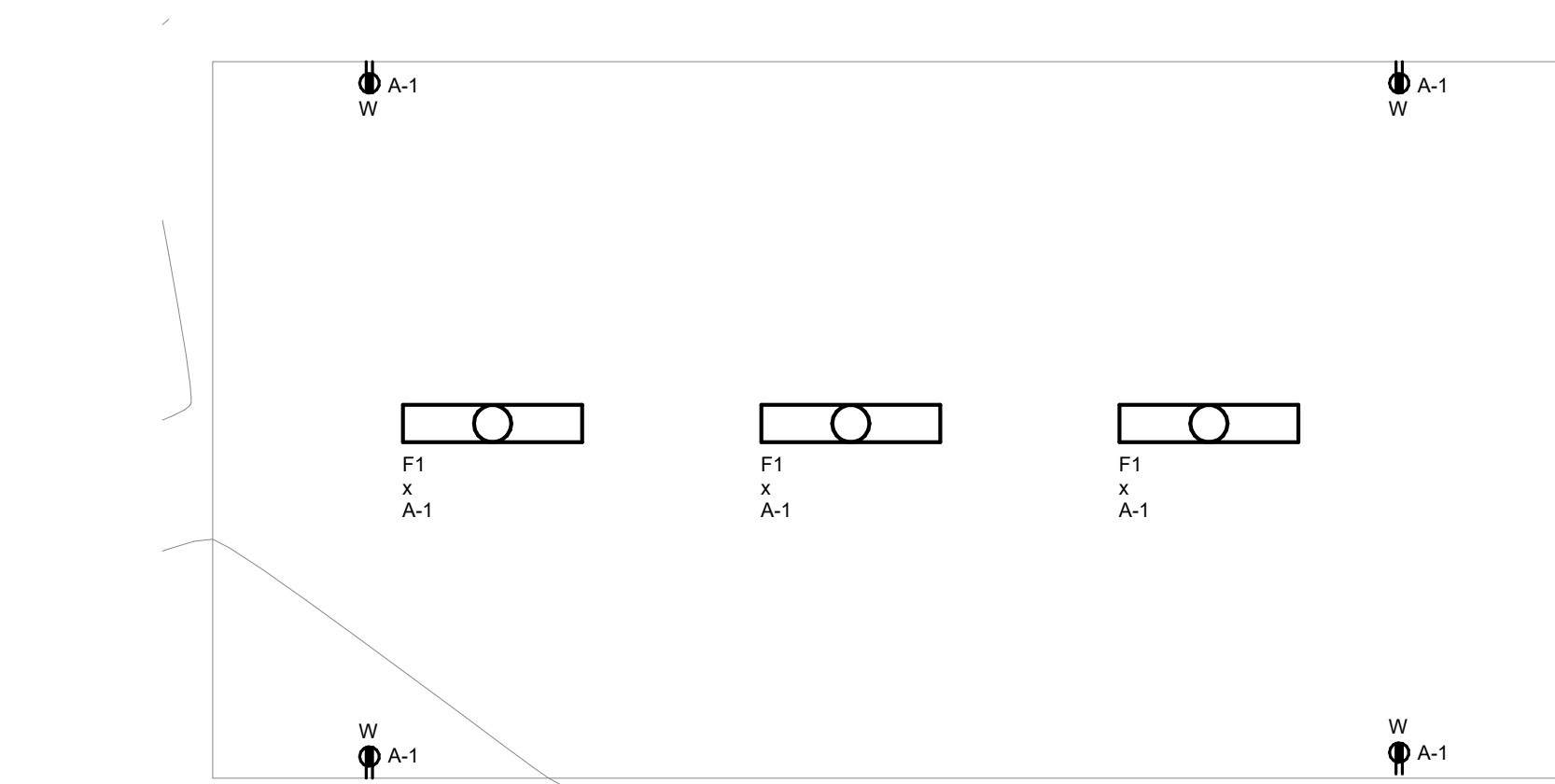
BY

10/28/2024 3:50:02 PM

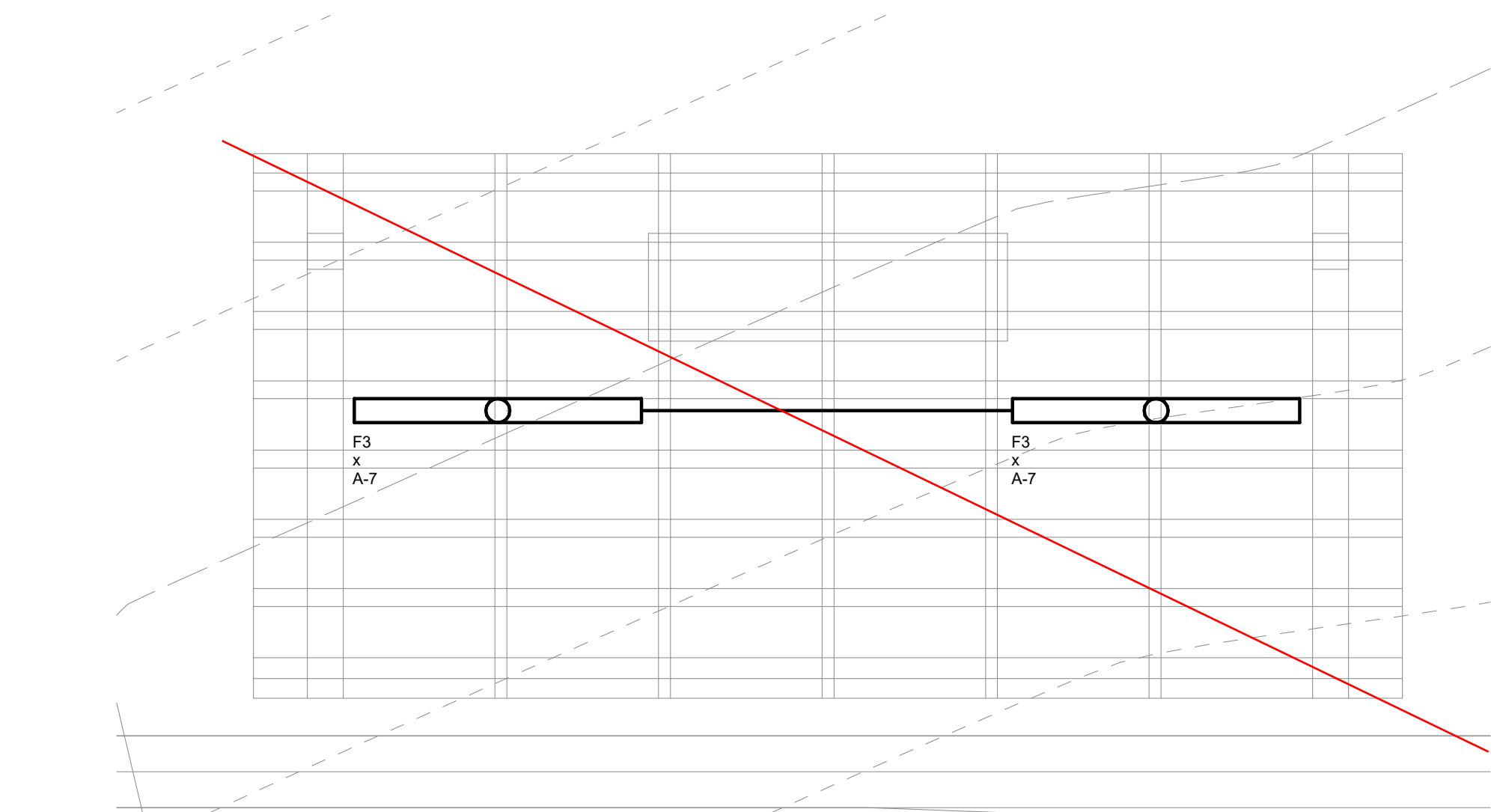
Autodesk Docs\\24273_Marshalltown Linn Creek Trail Head and Bridge\\Linn Creek Trail Head\\KCL_MEP\\E24.dwg



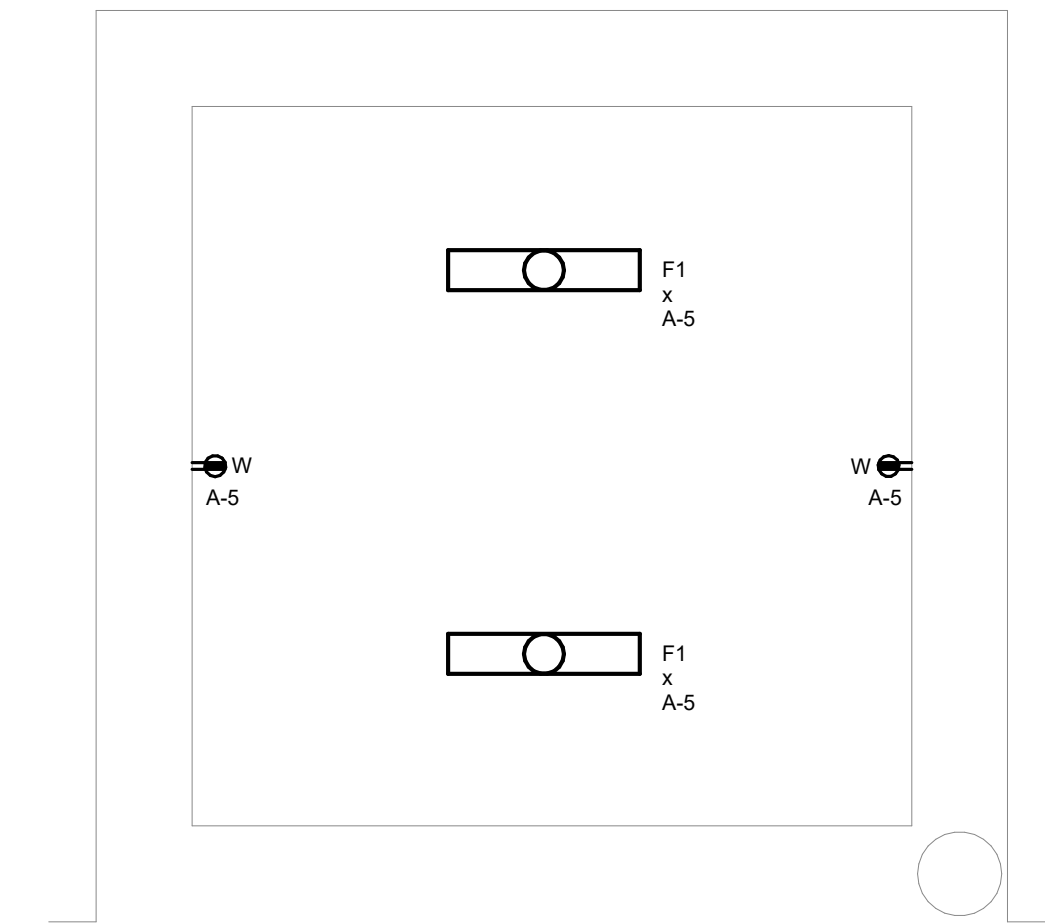
1 ENLARGED ELECTRICAL PLAN - ROMTEC RESTROOM BUILDING
1/4" = 1'-0"



3 ENLARGED ELECTRICAL PLAN - LARGE SHELTER
1/4" = 1'-0"



2 ENLARGED ELECTRICAL PLAN - OVERLOOK
1/2" = 1'-0"



4 ENLARGED ELECTRICAL PLAN - SMALL SHELTER
1/4" = 1'-0"

POWER GENERAL NOTES

- A. COORDINATE LOCATION/INSTALLATION OF MECHANICAL AND ELECTRICAL WORK WITH ALL OTHER TRADES. NO ASPECT OF A SYSTEM INSTALLATION OR ITS ROUGH-IN SHALL COMMENCE UNTIL PROPER AND TIMELY COORDINATION WITH ALL TRADES ASSOCIATED WITH THE INSTALLATION HAS TRANSPIRED. ITEMS TO BE COORDINATED SHALL INCLUDE BUT NOT BE LIMITED TO: BUILDING STRUCTURE, SHEET METAL, PIPING SYSTEMS, LIGHT FIXTURES, CONDUITS, CABLE TRAYS, ETC. REFER TO ALL GENERAL, MECHANICAL, AND ELECTRICAL DRAWINGS AND SPECIFICATIONS FOR THIS PROJECT.
- B. COORDINATE ELECTRICAL REQUIREMENTS FOR MECHANICAL UNITS WITH MECHANICAL CONTRACTOR AND FINAL MECHANICAL SHOP DRAWINGS.
- C. PROVIDE PENETRATIONS REQUIRED FOR ROUTING RACEWAYS THROUGH THE BUILDING. COORDINATE FIRE RATED WALL PENETRATIONS AND PROVIDE CONDUIT SLEEVES AND FIRE STOPPING TO MAINTAIN RATING.

BRANCH PANEL: A

LOCATION:
SUPPLY FROM: UTILITY METER
MOUNTING: SURFACE
ENCLOSURE: TYPE 1

VOLTAGE: 120/240 SINGLE ϕ
PHASES: 1
WIRES: 3

SCCR RATING: 10,000 A
MAINS TYPE: MCB
MAINS RATING: 100 A
MCB RATING: 100 A

NOTES:

CIRCUIT DESCRIPTION	P	AMP	CKT NO	A	B	CKT NO	AMP	P	CIRCUIT DESCRIPTION
LARGE SHELTER - LIGHTING AND RECEPTACLES	1	20 A	1	780		2			
RECEPTACLE - IT RACK	1	20 A	3		720	4			
SMALL SHELTER - LIGHTING AND RECEPTACLES	1	20 A	5	400		6			
LIGHTING OVERLOOK	1	20 A	7	40		8			
LIGHTING - EXTERIOR	1	20 A	9	1328		10			
			11			12			
			13			14			
			15			16			
			17			18			
			19			20			
			21			22			
			23			24			
			25			26			
			27			28			
			29			30			
				2,508 VA	768 VA				
				21 A	6 A				

LEGEND:
"G" INDICATES GFCI TYPE BREAKER, "L" INDICATES PROVIDE LOCKABLE HASP
"F" INDICATES RED LOCK-ON HASP

LOAD CLASSIFICATION	CONNECTED LOAD	DEMAND FACTOR	ESTIMATED DEMAND	PANEL TOTALS
LIGHTING	1,146 VA	125.00%	1,433 VA	
LIGHTING - EXTERIOR	330 VA	125.00%	413 VA	TOTAL CONN. LOAD: 3,276 VA
RECEPTACLE	1,800 VA	100.00%	1,800 VA	TOTAL EST. DEMAND: 3,645 VA
				TOTAL CONN.: 14 A
				TOTAL EST. DEMAND: 15 A

NOTES:

MARSHALLTOWN LINN CREEK TRAILHEAD

ELECTRICAL FLOOR PLANS

MARSHALLTOWN, IOWA

SNYDER & ASSOCIATES, INC. |

2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

KCL
ENGINEERING
300 4th St
West Des Moines, IA
50265
515-724-7938

SNYDER
& ASSOCIATES

Project No: 124.0187.01

Sheet E101

Project No: 124.0187.01

Sheet

E101

TRL 24-001 & TRL 24-002 LINN CREEK TRAILHEAD & PEDESTRIAN BRIDGE IMPROVEMENTS											
CITY OF MARSHALLTOWN, IOWA											
BIDS DUE: 10:00 AM - Thursday, November 21st, 2024											
				Engineering OPC		CON-STRUCT, INC		EDGE COMMERCIAL, LLC		HOWREY CONSTRUCTION, INC	
				Snyder & Associates		MARSHALLTOWN, IA		GRIMES, IA		BONDURANT, IA	
ITEM NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
BASE BID IMPROVEMENTS											
1	Mobilization/General Conditions	1	LS	\$150,000.00	\$ 150,000.00	\$ 109,700.00	\$ 109,700.00	\$ 188,000.00	\$ 188,000.00	\$ 325,000.00	\$ 325,000.00
2	Tree Removal	1	LS	\$8,000.00	\$ 8,000.00	\$ 7,000.00	\$ 7,000.00	\$ 7,770.00	\$ 7,770.00	\$ 15,000.00	\$ 15,000.00
3	Pavement Removal (HMA Trail, Parking, Old Road, and Grav	1,875	SY	\$18.00	\$ 33,750.00	\$ 10.00	\$ 18,750.00	\$ 6.00	\$ 11,250.00	\$ 5.50	\$ 10,312.50
4	Remove/Dispose Chain Link Fence	350	LF	\$5.00	\$ 1,750.00	\$ 5.00	\$ 1,750.00	\$ 6.00	\$ 2,100.00	\$ 6.00	\$ 2,100.00
5	Remove/Dispose Graffiti Wall	1	LS	\$1,750.00	\$ 1,750.00	\$ 800.00	\$ 800.00	\$ 462.00	\$ 462.00	\$ 425.00	\$ 425.00
6	Strip, Stockpile, Respread Topsoil	1	LS	\$2,700.00	\$ 2,700.00	\$ 20,000.00	\$ 20,000.00	\$ 8,000.00	\$ 8,000.00	\$ 7,500.00	\$ 7,500.00
7	On-Site Earthwork	1	LS	\$15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 2,220.00	\$ 2,220.00	\$ 2,500.00	\$ 2,500.00
8	Import Topsoil	100	CY	\$60.00	\$ 6,000.00	\$ 25.00	\$ 2,500.00	\$ 52.00	\$ 5,200.00	\$ 50.00	\$ 5,000.00
9	Erosion Control	1	LS	\$12,500.00	\$ 12,500.00	\$ 18,400.00	\$ 18,400.00	\$ 4,700.00	\$ 4,700.00	\$ 10,000.00	\$ 10,000.00
10	6" Depth PCC with 4" Granular Base/Subdrains	2,015	SY	\$90.00	\$ 181,350.00	\$ 80.00	\$ 161,200.00	\$ 65.00	\$ 130,975.00	\$ 105.00	\$ 211,575.00
11	12" Width PCC Roll Curb	305	LF	\$25.00	\$ 7,625.00	\$ 40.00	\$ 12,200.00	\$ 45.00	\$ 13,725.00	\$ 40.00	\$ 12,200.00
12	6" PCC Curb and Gutter	40	LF	\$40.00	\$ 1,600.00	\$ 40.00	\$ 1,600.00	\$ 45.00	\$ 1,800.00	\$ 120.00	\$ 4,800.00
13	Site Retaining Wall at East Overlook	1	LS	\$95,000.00	\$ 95,000.00	\$ 100,000.00	\$ 100,000.00	\$ 74,000.00	\$ 74,000.00	\$ 55,000.00	\$ 55,000.00
14	Steel Decorative Handrail	85	LF	\$135.00	\$ 11,475.00	\$ 240.00	\$ 20,400.00	\$ 262.00	\$ 22,270.00	\$ 475.00	\$ 40,375.00
SUBTOTAL - BASE BID IMPROVEMENTS					\$ 528,500.00		\$ 489,300.00		\$ 472,472.00		\$ 701,787.50
UTILITIES											
15	HDPE Storm Sewer	415	LF	\$50.00	\$ 20,750.00	\$ 55.00	\$ 22,825.00	\$ 43.00	\$ 17,845.00	\$ 40.00	\$ 16,600.00
16	RCP Storm Sewer	93	LF	\$75.00	\$ 6,975.00	\$ 100.00	\$ 9,300.00	\$ 140.00	\$ 13,020.00	\$ 130.00	\$ 12,090.00
17	RCP Flared End Section	2	EA	\$5,000.00	\$ 10,000.00	\$ 3,200.00	\$ 6,400.00	\$ 3,452.00	\$ 6,904.00	\$ 3,250.00	\$ 6,500.00
18	Nyloplast Storm Basin	8	EA	\$4,000.00	\$ 32,000.00	\$ 3,000.00	\$ 24,000.00	\$ 2,210.00	\$ 17,680.00	\$ 2,000.00	\$ 16,000.00
19	Curb Intake	2	EA	\$4,000.00	\$ 8,000.00	\$ 4,000.00	\$ 8,000.00	\$ 3,452.00	\$ 6,904.00	\$ 3,250.00	\$ 6,500.00
20	Class D Rip Rap with Geotextile Fabric	1	LS	\$12,000.00	\$ 12,000.00	\$ 24,700.00	\$ 24,700.00	\$ 2,700.00	\$ 2,700.00	\$ 2,500.00	\$ 2,500.00
21	Storm Manhole	4	EA	\$6,000.00	\$ 24,000.00	\$ 6,500.00	\$ 26,000.00	\$ 6,882.00	\$ 27,528.00	\$ 6,500.00	\$ 26,000.00
22	Water Service (2")	50	LF	\$120.00	\$ 6,000.00	\$ 130.00	\$ 6,500.00	\$ 170.00	\$ 8,500.00	\$ 175.00	\$ 8,750.00
23	2" Isolation Valve	1	EA	\$1,200.00	\$ 1,200.00	\$ 1,800.00	\$ 1,800.00	\$ 1,576.00	\$ 1,576.00	\$ 1,500.00	\$ 1,500.00
24	Winterization Valve/Blow-off	1	LS	\$4,000.00	\$ 4,000.00	\$ 2,500.00	\$ 2,500.00	\$ 1,232.00	\$ 1,232.00	\$ 1,250.00	\$ 1,250.00
25	4" Sanitary Sewer Line	28	LF	\$200.00	\$ 5,600.00	\$ 150.00	\$ 4,200.00	\$ 83.00	\$ 2,324.00	\$ 75.00	\$ 2,100.00
26	Sanitary Sewer Cleanout	1	EA	\$1,200.00	\$ 1,200.00	\$ 1,500.00	\$ 1,500.00	\$ 1,177.00	\$ 1,177.00	\$ 1,250.00	\$ 1,250.00
27	Drop Service on Ex. Manhole (20' Deep)	1	EA	\$15,000.00	\$ 15,000.00	\$ 17,000.00	\$ 17,000.00	\$ 14,320.00	\$ 14,320.00	\$ 13,000.00	\$ 13,000.00
28	Site Utility Service and Transformer	1	LS	\$10,000.00	\$ 10,000.00	\$ 6,085.00	\$ 6,085.00	\$ 6,430.00	\$ 6,430.00	\$ 106,000.00	\$ 106,000.00
29	Electrical Service	1	LS	\$10,000.00	\$ 10,000.00	\$ 3,645.00	\$ 3,645.00	\$ 3,900.00	\$ 3,900.00	\$ 4,000.00	\$ 4,000.00
30	Shelter Lighting	1	LS	\$12,000.00	\$ 12,000.00	\$ 8,270.00	\$ 8,270.00	\$ 8,740.00	\$ 8,740.00	\$ 10,000.00	\$ 10,000.00
31	Shelter Power	1	LS	\$10,000.00	\$ 10,000.00	\$ 2,915.00	\$ 2,915.00	\$ 3,082.00	\$ 3,082.00	\$ 40,000.00	\$ 40,000.00
32	Site Lighting (Pedestrian and Parking)	1	LS	\$136,000.00	\$ 136,000.00	\$ 186,275.00	\$ 186,275.00	\$ 197,000.00	\$ 197,000.00	\$ 320,000.00	\$ 320,000.00
33	Telecom and Security Rough-Ins	1	LS	\$15,000.00	\$ 15,000.00	\$ 7,385.00	\$ 7,385.00	\$ 7,810.00	\$ 7,810.00	\$ 10,000.00	\$ 10,000.00
SUBTOTAL - UTILITIES					\$ 339,725.00		\$ 369,300.00		\$ 348,672.00		\$ 604,040.00

TRL 24-001 & TRL 24-002 LINN CREEK TRAILHEAD & PEDESTRIAN BRIDGE IMPROVEMENTS											
CITY OF MARSHALLTOWN, IOWA											
BIDS DUE: 10:00 AM - Thursday, November 21st, 2024											
				Engineering OPC		CON-STRUCT, INC		EDGE COMMERCIAL, LLC		HOWREY CONSTRUCTION, INC	
				Snyder & Associates		MARSHALLTOWN, IA		GRIMES, IA		BONDURANT, IA	
ITEM NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
SITE AMENITIES											
34	Monoslope Event Shelter (30' x 16')	1	LS	\$55,000.00	\$ 55,000.00	\$ 54,000.00	\$ 54,000.00	\$ 52,580.00	\$ 52,580.00	\$ 60,000.00	\$ 60,000.00
35	Monoslope Picnic Shelter (15' x 15')	1	LS	\$35,000.00	\$ 35,000.00	\$ 35,430.00	\$ 35,430.00	\$ 28,200.00	\$ 28,200.00	\$ 40,000.00	\$ 40,000.00
36	Restroom Building (17' x 17')	1	LS	\$260,000.00	\$ 260,000.00	\$ 206,000.00	\$ 206,000.00	\$ 266,870.00	\$ 266,870.00	\$ 100,000.00	\$ 100,000.00
37	Restroom Building Foundation, Stoops, Slab	1	LS	\$25,000.00	\$ 25,000.00	\$ 41,000.00	\$ 41,000.00	\$ 16,317.00	\$ 16,317.00	\$ 30,000.00	\$ 30,000.00
38	Overhead Structure at Overlook	1	LS	\$60,000.00	\$ 60,000.00	\$ 45,500.00	\$ 45,500.00	\$ 44,000.00	\$ 44,000.00	\$ 45,000.00	\$ 45,000.00
39	Lawn Seed and Hydromulch	1.0	AC	\$7,000.00	\$ 7,000.00	\$ 4,200.00	\$ 4,200.00	\$ 4,773.00	\$ 4,773.00	\$ 6,000.00	\$ 6,000.00
40	Native Seed and Hydromulch	0.5	AC	\$8,000.00	\$ 4,000.00	\$ 5,250.00	\$ 2,625.00	\$ 5,550.00	\$ 2,775.00	\$ 6,000.00	\$ 3,000.00
41	Landscaping (Shrubs, Perennials, etc.)	146	EA	\$75.00	\$ 10,950.00	\$ 125.00	\$ 18,250.00	\$ 57.00	\$ 8,322.00	\$ 75.00	\$ 10,950.00
42	Overstory Trees	12	EA	\$675.00	\$ 8,100.00	\$ 405.00	\$ 4,860.00	\$ 420.00	\$ 5,040.00	\$ 400.00	\$ 4,800.00
43	Ornamental Trees	1	EA	\$550.00	\$ 550.00	\$ 405.00	\$ 405.00	\$ 375.00	\$ 375.00	\$ 650.00	\$ 650.00
44	Evergreen Trees	10	EA	\$600.00	\$ 6,000.00	\$ 420.00	\$ 4,200.00	\$ 430.00	\$ 4,300.00	\$ 650.00	\$ 6,500.00
45	Bike Racks	20	EA	\$750.00	\$ 15,000.00	\$ 855.00	\$ 17,100.00	\$ 640.00	\$ 12,800.00	\$ 1,200.00	\$ 24,000.00
46	Bike Fix-It Station	1	EA	\$5,000.00	\$ 5,000.00	\$ 3,180.00	\$ 3,180.00	\$ 2,300.00	\$ 2,300.00	\$ 8,500.00	\$ 8,500.00
47	Benches - Custom Metal Panel Design	3	EA	\$4,000.00	\$ 12,000.00	\$ 4,500.00	\$ 13,500.00	\$ 5,100.00	\$ 15,300.00	\$ 5,000.00	\$ 15,000.00
48	Trash Receptacles - Custom Metal Panel Design	3	EA	\$3,000.00	\$ 9,000.00	\$ 3,400.00	\$ 10,200.00	\$ 2,300.00	\$ 6,900.00	\$ 3,500.00	\$ 10,500.00
49	Picnic Tables	5	EA	\$2,500.00	\$ 12,500.00	\$ 1,600.00	\$ 8,000.00	\$ 2,450.00	\$ 12,250.00	\$ 2,500.00	\$ 12,500.00
50	Trailhead Kiosk and Wayfinding Signage	1	LS	\$50,000.00	\$ 50,000.00	\$ 51,920.00	\$ 51,920.00	\$ 65,500.00	\$ 65,500.00	\$ 35,500.00	\$ 35,500.00
SUBTOTAL - SITE AMENITIES					\$ 575,100.00		\$ 520,370.00		\$ 548,602.00		\$ 412,900.00
BRIDGE IMPROVEMENTS											
51	Removal of Existing Bridge	1	LS	\$80,000.00	\$ 80,000.00	\$ 47,250.00	\$ 47,250.00	\$ 22,200.00	\$ 22,200.00	\$ 25,000.00	\$ 25,000.00
52	Excavation Class 20	58	CY	\$100.00	\$ 5,800.00	\$ 58.00	\$ 3,364.00	\$ 40.00	\$ 2,320.00	\$ 40.00	\$ 2,320.00
53	Structural Concrete (Bridge)	37.4	CY	\$1,100.00	\$ 41,140.00	\$ 1,365.00	\$ 51,051.00	\$ 1,415.00	\$ 52,921.00	\$ 1,500.00	\$ 56,100.00
54	Reinforcing Steel, Epoxy Coated	5,472	CY	\$2.00	\$ 10,944.00	\$ 2.00	\$ 10,944.00	\$ 4.00	\$ 21,888.00	\$ 3.25	\$ 17,784.00
55	Pre-Engineered Steel Truss Trail Bridge, 144'-6 x 12'-0	1	EA	\$445,000.00	\$ 445,000.00	\$ 430,500.00	\$ 430,500.00	\$ 472,000.00	\$ 472,000.00	\$ 485,000.00	\$ 485,000.00
56	Piles, Steel, HP 10x57	480	LF	\$70.00	\$ 33,600.00	\$ 68.00	\$ 32,640.00	\$ 66.00	\$ 31,680.00	\$ 60.00	\$ 28,800.00
57	Construction Survey	1	LS	\$18,000.00	\$ 18,000.00	\$ 10,450.00	\$ 10,450.00	\$ 11,000.00	\$ 11,000.00	\$ 25,000.00	\$ 25,000.00
58	Mobilization	1	LS	\$60,000.00	\$ 60,000.00	\$ 21,000.00	\$ 21,000.00	\$ 40,000.00	\$ 40,000.00	\$ 50,000.00	\$ 50,000.00
SUBTOTAL - BRIDGE IMPROVEMENTS					\$ 694,484.00		\$ 607,199.00		\$ 654,009.00		\$ 690,004.00
TOTAL CONSTRUCTION:					\$ 2,137,809.00		\$ 1,986,169.00		\$ 2,023,755.00	*	\$ 2,408,731.50

*Denotes a corrected bid extended or total cost.

**RESOLUTION ACCEPTING BID, AS AMENDED BY CHANGE ORDER
#0, AND AUTHORIZING THE AWARD OF CONTRACT FOR THE
WATER PLAZA, PROJECT NO. PRK22004 IN THE CITY OF
MARSHALLTOWN, IOWA IN THE AMOUNT OF \$1,887,325 TO EDGE
COMMERCIAL, LLC**

WHEREAS, notice to bidders has been duly given as required by law publication in the Marshalltown Times-Republican for the Water Plaza 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>
Edge Commercial, LLC (Grimes, Iowa)	\$ 2,275,700.00
Woodruff Construction, Inc (Waterloo, Iowa)	\$ 2,279,418.50

After consideration of all bids filed, there was determined that the bid of Edge Commercial, LLC is the best and lowest responsible bid for the public improvement as is herein outlined.

WHEREAS, a pre-award scope change is being requested which results in a decrease in items to complete the project.

WHEREAS, a pre-award change order has been negotiated between Edge Commercial, LLC and the City of Marshalltown as follows:

Bid	\$ 2,275,700.00
<u>Pre-Award Change Order #0</u>	<u>\$ -388,375.00</u>
Proposed Contract	\$ 1,887,325.00

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, as amended by Change Order #0, 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 Eight Hundred Eighty-Seven Thousand Three Hundred and Twenty-Five and 00/100 (\$1,887,325.00) Dollars.

Section 2. Pursuant to Iowa Code section 26.10, the City Council authorizes staff 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 bidder's 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 20th day of December 2024, and signed this _____ day of December, 2024.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

MARSHALLTOWN

I O W A

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

TO: Mayor & City Council
FROM: Heather Thomas, Public Works Director (*Assisting Parks & Recreation*)
Carol Webb, City Administrator
DATE: December 20th, 2024
RE: Award – Linn Creek District Water Plaza #PRK 22-004

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 that improves quality of life.

Recommendation: Staff recommend accepting pre-award change order #0, accepting bid, and authorizing award of Water Plaza to Edge Commercial, LLC.

Budget Impact: The award is in the amount of \$1,887,325. The project is funded through a combination of city funds, grants, and donations. Refer to separate memo on Destination Iowa project funding.

Description/Background: The Linn Creek District Water Plaza includes the construction of a water plaza and restroom building between Mega-10 Park and the Marshalltown Family Aquatic Center. This is one of four projects in the Linn Creek District partially funded by a \$2 million Destination Iowa grant.

Design and construction phase services for this project are being completed by Bolton & Menk. The city received 2 bids on November 20th, 2024:

Engineer's Estimate (Base Bid)	\$ 2,194,854.00
Edge Commercial, LLC (Grimes, IA)	\$ 2,275,700.00
Woodruff Construction, Inc (Waterloo, IA)	\$ 2,279,418.00

After receiving bids for the trailhead, pedestrian bridge, water plaza, and estimates of other project components, city staff reviewed the projects to understand where some cost savings could be found. Some of the larger identified cost savings within the water plaza bid and our approach include the following items:

- a. Have landscaping (plants and trees) installed by city parks staff after construction. Kristin (City Parks Supervisor) reports that city could use compost material from the city's compost facility, purchase perennial ground cover plants, likely get the specified trees donated to the city, have access to wood chips for use as mulch, and have parks staff do the installation/care. This removes approximately \$36,300 in scope from the contract. Kristin obtained quotes on the plant material and we have established a \$7,500 budget for purchase of plants and materials.

CITY COUNCIL

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



- b. Re-evaluate park signage. Initial design included two park signs, one donor sign, and one donor story sign. Further review of the entire park, entrances into the water plaza space, and opportunities for cost savings resulted in the feeling that the signage could be reworked to all be incorporated into a single sign. This is a reduction of \$104,200 from the contract. A budget has been established of \$50,000 and the ACA will assist the city with signage, to be installed after construction.
- c. Re-evaluate bench seating. Initial design included 9 benches. One of the benches, a double-sided bench, came in at unit price \$33,400. We are proposing to eliminate that 1 double sided bench and respace the remaining 8 benches out within the plaza space.
- d. Explore other options for installing the non-skid rubberized coating. A decorative design within the wet-deck area of the water plaza is proposed to have a two-tone non-skid rubberized coating applied in certain areas. Edge Commercial's price for this work was \$108,570, whereas the engineer's opinion of probable cost was \$49,350 and the other bidder had a price of \$22,733.90. City staff reviewed the application requirements for the four-step process and have requested material pricing from a local store. Further discussions will be had whether city staff purchase the materials and perform this work, volunteers perform this work, or it be formally bid out as a stand alone request after construction. A budget has been established of \$55,000 for this work.
- e. Eliminate one section of the water feature. We propose to eliminate one of the two jumping jets that were planned along sidewalks that converge to the central sculpture / water features. In review of the overall site layout, it is believed that elimination of the jumping jet located nearest to the restroom facility will not have a significant impact to the water features available at the plaza and removing landscaping/acrylic paneling in this area may actually provide better visibility from the community garden and parking area to the center focal point of the water plaza. This results in approximately \$88,000 in savings.

Through discussion and negotiation with Edge Commercial, we have prepared a pre-award Change Order #0, attached, in the amount of a deduct of \$388,375.00 on Edge Commercial's contract. City staff would then have a \$112,500 budget to be able to provide for the landscaping, signage, and rubberized coating through city staff or other means. This adjusts the propose award as follows:

Edge Commercial, LLC (Grimes, IA)	\$ 2,275,700.00
Pre-Award Change Order #0	\$ -388,375.00
Proposed Contract Amount	\$ 1,887,325.00

The contract will have a substantial completion date of 09/15/25 with final completion date of 11/15/25, as outlined in the bid documents.

Attachments: Bid Tabulation, Change Order #0

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 & City Council
FROM: Heather Thomas, Public Works Director (*Assisting Parks & Recreation*)
Carol Webb, City Administrator
DATE: December 20th, 2024
RE: Destination Iowa - Linn Creek District Project Funding

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 that improves quality of life.

Recommendation: This memo provides financial information in relation to the projects as a whole that make up the four projects included in the City's submittal for Destination Iowa Funding for the Linn Creek District.

Budget Impact: Memo provided for information only.

Description/Background: The City and the MACC, along with community partners, teamed up to apply for and were successful in obtaining a \$2M Destination Iowa Grant for the Marshalltown Linn Creek District to include four projects:

Martha Ellen Tye Playhouse
Ann C. Keyser Trailhead
Emerson Pedestrian Bridge
Apgar Family Water Plaza

The MACC is taking the lead on the MET Playhouse project with an overall budget of \$1,953,000. Prior to applying for Destination Iowa Funds, the MACC had raised \$902,483 in funding for their project that was able to be leveraged as one piece to strengthen the joint grant application for Destination Iowa Funding.

The city is taking the lead on the Trailhead project, which will be located near the existing skate park & 6th St complex to take advantage of an existing parking lot and proximity to convergences of trails leading to the Legion Freedom Rock, Mega-10 Park, Linn Creek Recreational Trail, and trail sections that will link up to the Iowa's River Edge Trail. The Destination Iowa grant application was strengthened by the City Council's \$560,000 commitment with the 2022 GO Bond (Fund 364) and \$200,000 contribution from Ann C. Keyser through the city's partnership with Trails, Inc.

CITY COUNCIL

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



The city is taking the lead on the Pedestrian Bridge project, which will be located just south of the proposed trailhead and part of the 6th St Trail connection segment to the Legion's Freedom Rock. The pedestrian bridge will replace a former, deteriorated roadway bridge that was taken out of vehicle service when the 3rd St/6th St viaduct was constructed. Since that time, it has served as a bridge that pedestrians could cross; however, has deteriorated to the point where the city's bridge inspections have indicated low-count pedestrian load only with the anticipation needing to close in the near future for safety reasons related to its deterioration. The Destination Iowa grant application was strengthened by the City Council's \$700,000 commitment with the 2022 GO Bond (Fund 364). Due to proximity, the Trailhead and Bridge Project were combined into a single construction bid package. A resolution to award the infrastructure construction contract is on the December 20th, 2024 city council meeting agenda.

The city is taking the lead on the Water Plaza project, which will be located near Mega-10 to take advantage of existing recreational amenities in the vicinity, additional parking opportunities connected through short trail segments, and its proximity to the Aquatic Center, which is needed for personnel reasons for management of the recirculation requirements of the water feature. The Destination Iowa grant application was strengthened by the City Council's \$500,000 commitment with the 2022 GO Bond (Fund 364). A significant commitment was made to public engagement in this process, which ultimately transformed previous splash pad discussions into the current water plaza project. A resolution to award the infrastructure construction contract is on the December 20th, 2024 city council meeting agenda.

The Destination Iowa projects must be obligated by December 31st, 2024. The Destination Iowa project is looked at by the state as a whole, and not individual projects; therefore, carefully coordination and communication between the projects to understand funding needs and availability was needed. The Chamber and the Arts & Culture Alliance have taken the lead on private fundraising and additional grant applications for these Linn Creek District projects. Below is a summary of the overall project budget proposed:

Expenses

	MET Playhouse	Trailhead & Ped Bridge	Water Plaza
Conceptual & Design Engineering		267,800.00	296,400.00
Construction - Infrastructure Contract		1,895,933.00	1,887,325.00
Construction Contingency (~10%)		190,000.00	190,000.00
Budget Allowance - Rubberized Coating		0.00	55,000.00
Budget Allowance - Landscaping (By City)		10,000.00	7,500.00
Budget Allowance - Signage		0.00	50,000.00
Budget Allowance - Creative Placemaking		410,000.00	395,000.00
Misc Permits, Utility, Etc		7,700.00	5,710.00
Construction Phase Engineering		85,000.00	190,185.00
TOTAL	1,953,000.00	2,866,433.00	3,077,120.00
GRAND TOTAL	\$ 7,896,553.00		

CITY COUNCIL

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



Revenue / Projected Funding

Amount	Source
2,000,000.00	Destination Iowa Grant
1,760,000.00	City Funding - 2022 GO BOND, Fund 364 (\$500k splash pad, \$700k Bridge, \$560k Trailhead)
200,000.00	City/Trails Inc - Trailhead (Ann Keyser Contribution)
902,485.00	MACC MET Playhouse Funds Available Prior to Linn Creek Project Fundraising Effort
2,491,050.00	Linn Creek District Fundraising Effort – Secured Funds & Pledges ^(Note 1)
95,018.00	Chamber Funding Commitment ^(Note 1)
68,000.00	City ARPA Funds (Council Discussion Item 12/09/24; Formal Resolution 12/20/24)
380,000.00	City – Construction Contingency ^(Note 2)
\$ 7,896,553.00	TOTAL

Note 1: The Chamber and ACA will be presenting an update at the City Council meeting on December 20, 2024 on their fundraising efforts to date and continued plans, such as planned/outstanding grant applications along with individual and business requests.

Note 2: Phase 1 of the Riverview Park improvements was funded through Council's 2022 GO Bond in the amount of \$2.5M. The Riverview Park project is currently under construction with estimated project costs of \$1,992,074.20 and \$2,529,500.00 in funding allocated. The difference of \$537,426.00 is available for construction contingency on the Riverview Park project. The 2022 GO Bond is the source for funding for the Riverview Park project, as well as the water plaza, trailhead, and pedestrian bridge. City staff recommend that these contingency funds be allowed to be used for all of these parks/recreation projects. For budgeting purposes, we propose to show \$190,000 for contingency for the water plaza, \$190,000 for contingency for the trailhead/bridge, and the remaining \$157,426 for contingency on the Riverview Park project.

CITY COUNCIL

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



PRE-AWARD CHANGE ORDER

Owner: City of Marshalltown
Project Number: PRK 22-004
Project Description: Water Plaza

Change Order: #0
Change Order Recommended: 12/16/2024
Effective Date of Change Order: 12/20/2024

Date of Contract: Not yet signed

Contractor: Edge Commercial, LLC
Grimes, Iowa

Reason / Justification for Change Order:

Includes scope reduction to account for city staff doing the landscaping/tree plantings, signage, and rubberized coatings outside of this project. As well, several other items were adjusted to remove one leg of the leaping jets and associated acrylic panels. Design Engineer (also construction engineer) will issue new plan sheets post-award.

Bid Price \$2,275,700.00

Original Substantial Completion Date: 9/15/2025

(insert change orders, as applicable)

\$

Current Substantial Completion Date: 9/15/2025

Proposed Substantial Completion Date: 9/15/2025

Original Final Completion Date: 11/15/2025

Current Final Completion Date: 11/15/2025

Proposed Final Completion Date: 11/15/2025

Total Bid Amount \$2,275,700.00

Proposed Work Changes (See Attached Tab) -\$388,375.00

Total Proposed Contract Amount \$1,887,325.00

Recommended by Engineer:

Heather Thomas

Heather Thomas, PE
City of Marshalltown

City Engineer
Title

12/17/24

Date

Accepted by Contractor:

Burt
Edge Commercial, LLC

Shareholder
Title

12/17/24
Date

Authorized by Owner:

City of Marshalltown

Title

Date

PRE-AWARD CHANGE ORDER

Owner:City of Marshalltown

Project Number:PRK 22-004

Project Description:Water Plaza

Change Order:#0

Change Order Recommended:12/16/2024

Effective Date of Change Order:12/20/2024

Date of Contract:Not yet signed

Contractor:Edge Commercial, LLC

Grimes, Iowa

Reason / Justification for Change Order:

Includes scope reduction to account for city staff doing the landscaping/tree plantings, signage, and rubberized coatings outside of this project. As well, several other items were adjusted to remove one leg of the leaping jets and associated acrylic panels. Design Engineer (also construction engineer) will issue new plan sheets post-award.

Bid Price	\$2,275,700.00	Original Substantial Completion Date:	9/15/2025
		Current Substantial Completion Date:	9/15/2025
(insert change orders, as applicable)	\$ -	Proposed Substantial Completion Date:	9/15/2025
		Original Final Completion Date:	11/15/2025
		Current Final Completion Date:	11/15/2025
		Proposed Final Completion Date:	11/15/2025
Total Bid Amount	\$2,275,700.00		
Proposed Work Changes (See Attached Tab)	-\$388,375.00		
Total Proposed Contract Amount	\$1,887,325.00		

Recommended by Engineer:

Heather Thomas, PE

City of Marshalltown

City Engineer

Title

Date

Accepted by Contractor:

Edge Commercial, LLC

Title

Date

Authorized by Owner:

City of Marshalltown

Title

Date

CONSTRUCTION CHANGE ORDER - TABULATION OF CHANGES

PRK 22-004

Change Order:

#0

Water Plaza

Contract Quantities include quantities adjusted by **no** Change Orders

Bid Item Number	Item Description	(A)				(B)		(C) = (A) + (B)			
		Original BID				Proposed Adjustment		Proposed Contract Amount			
		Quantity	Unit	Unit Price	Value	Quantity	Value	Quantity	Unit	Unit Price	Value
1	CLEARING AND GRUBBING	1.0	LS	\$4,600.00	\$4,600.00		\$ -	1.0	LS	\$4,600.00	\$4,600.00
2	TOPSOIL, ON-SITE	850.0	CY	\$23.00	\$19,550.00		\$ -	850.0	CY	\$23.00	\$19,550.00
3	TOPSOIL, COMPOST AMENDED	90.0	CY	\$150.00	\$13,500.00	-90.0	\$ (13,500.00)	-	CY	\$150.00	\$0.00
4	EXCAVATION, CLASS 10	1,960.0	CY	\$18.00	\$35,280.00		\$ -	1,960.0	CY	\$18.00	\$35,280.00
5	SUBBASE, TEMPORARY GRANULAR MATERIAL	1,615.0	SY	\$31.00	\$50,065.00		\$ -	1,615.0	SY	\$31.00	\$50,065.00
6	SUBBASE, MODIFIED, 4 INCHES	520.0	SY	\$12.00	\$6,240.00		\$ -	520.0	SY	\$12.00	\$6,240.00
7	SUBBASE, MODIFIED, 24 INCHES	929.0	SY	\$57.00	\$52,953.00		\$ -	929.0	SY	\$57.00	\$52,953.00
8	REMOVAL OF STRUCTURE, SANITARY LIFT STATION MANHOLE	1.0	EA	\$4,600.00	\$4,600.00		\$ -	1.0	EA	\$4,600.00	\$4,600.00
9	COMPACTION TESTING	1.0	LS	\$4,600.00	\$4,600.00		\$ -	1.0	LS	\$4,600.00	\$4,600.00
10	SANITARY SEWER SERVICE	2.0	EA	\$3,450.00	\$6,900.00		\$ -	2.0	EA	\$3,450.00	\$6,900.00
11	STORM SEWER, TRENCHED, RCP, 15 INCH	305.0	LF	\$110.00	\$33,550.00		\$ -	305.0	LF	\$110.00	\$33,550.00
12	STORM SEWER, TRENCHED, RCP, 24 INCH	8.0	LF	\$345.00	\$2,760.00		\$ -	8.0	LF	\$345.00	\$2,760.00
13	LINEAR TRENCH DRAIN (LEAPING JET TROUGH)	2.0	LS	\$19,200.00	\$38,400.00	-1.0	\$ (19,200.00)	1.0	LS	\$19,200.00	\$19,200.00
14	PIPE APRON, RCP, 15 INCH	1.0	EA	\$4,600.00	\$4,600.00		\$ -	1.0	EA	\$4,600.00	\$4,600.00
15	PIPE APRON, RCP, 24 INCH	1.0	EA	\$5,200.00	\$5,200.00		\$ -	1.0	EA	\$5,200.00	\$5,200.00
16	SUBDRAIN, HDPE, 4 INCH	220.0	LF	\$23.00	\$5,060.00		\$ -	220.0	LF	\$23.00	\$5,060.00
17	SUBDRAIN CLEANOUT, 4 INCH	2.0	EA	\$1,725.00	\$3,450.00		\$ -	2.0	EA	\$1,725.00	\$3,450.00
18	WATER SERVICE PIPE, PVC, 2 INCH	363.0	LF	\$52.00	\$18,876.00		\$ -	363.0	LF	\$52.00	\$18,876.00
19	WATER SERVICE PIPE (TRENCHLESS), PVC, 2 INCH	230.0	LF	\$144.00	\$33,120.00		\$ -	230.0	LF	\$144.00	\$33,120.00
20	WATER SERVICE ABANDONMENT	1.0	EA	\$4,600.00	\$4,600.00		\$ -	1.0	EA	\$4,600.00	\$4,600.00
21	TAPPING VALVE ASSEMBLY, 2 INCH	1.0	EA	\$7,475.00	\$7,475.00		\$ -	1.0	EA	\$7,475.00	\$7,475.00
22	PACKAGE GRINDER LIFT STATION	1.0	EA	\$63,250.00	\$63,250.00		\$ -	1.0	EA	\$63,250.00	\$63,250.00
23	WATER MAIN MANHOLE, SW-401	1.0	EA	\$18,400.00	\$18,400.00		\$ -	1.0	EA	\$18,400.00	\$18,400.00
24	STORM SEWER OUTLET STRUCTURE	1.0	EA	\$9,200.00	\$9,200.00		\$ -	1.0	EA	\$9,200.00	\$9,200.00
25	STORM MANHOLE, SW-402	1.0	EA	\$7,000.00	\$7,000.00		\$ -	1.0	EA	\$7,000.00	\$7,000.00
26	SW-512, 18"	1.0	EA	\$3,700.00	\$3,700.00		\$ -	1.0	EA	\$3,700.00	\$3,700.00
27	PAVEMENT, PCC, 5 INCH	370.0	SY	\$64.00	\$23,680.00	39.0	\$ 2,496.00	409.0	SY	\$64.00	\$26,176.00
28	PAVEMENT, PCC, 6 INCH REINFORCED (WET DECK)	820.0	SY	\$94.00	\$77,080.00	-76.0	\$ (7,144.00)	744.0	SY	\$94.00	\$69,936.00

CONSTRUCTION CHANGE ORDER - TABULATION OF CHANGES

PRK 22-004

Change Order:

#0

Water Plaza

Contract Quantities include quantities adjusted by **no** Change Orders

Bid Item Number	Item Description	(A)				(B)		(C) = (A) + (B)			
		Original BID				Proposed Adjustment		Proposed Contract Amount			
		Quantity	Unit	Unit Price	Value	Quantity	Value	Quantity	Unit	Unit Price	Value
29	NON-SKID RUBBERIZED COATING	3,290.0	SF	\$33.00	\$108,570.00	-3290.0	\$(108,570.00)	-	SF	\$33.00	\$0.00
30	PCC PAVEMENT SAMPLES AND TESTING	1.0	LS	\$5,750.00	\$5,750.00		\$ -	1.0	LS	\$5,750.00	\$5,750.00
31	REMOVAL OF SIDEWALK	135.0	SY	\$23.00	\$3,105.00		\$ -	135.0	SY	\$23.00	\$3,105.00
32	FULL DEPTH PATCHES, PCC, 7 INCH	23.0	SY	\$340.00	\$7,820.00		\$ -	23.0	SY	\$340.00	\$7,820.00
33	TEMPORARY TRAFFIC CONTROL	1.0	LS	\$8,970.00	\$8,970.00		\$ -	1.0	LS	\$8,970.00	\$8,970.00
34	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING, TYPE 1 - PERMANENT LAWN	0.59	AC	\$8,000.00	\$4,720.00	0.09	\$ 720.00	0.68	AC	\$8,000.00	\$5,440.00
35	SOD	115.0	SQ	\$140.00	\$16,100.00		\$ -	115.0	SQ	\$140.00	\$16,100.00
36	PLANTS WITH WARRANTY, PERENNIAL GROUND COVER, (1 GAL)	826.0	EA	\$18.00	\$14,868.00	-826.0	\$ (14,868.00)	-	EA	\$18.00	\$0.00
37	PLANTS WITH WARRANTY, DECIDUOUS TREE	7.0	EA	\$1,240.00	\$8,680.00	-7.0	\$ (8,680.00)	-	EA	\$1,240.00	\$0.00
38	SWPPP PREPARATION	1.0	LS	\$3,450.00	\$3,450.00		\$ -	1.0	LS	\$3,450.00	\$3,450.00
39	SWPPP MANAGEMENT	1.0	LS	\$8,050.00	\$8,050.00		\$ -	1.0	LS	\$8,050.00	\$8,050.00
40	FILTER SOCK/WATTLE	1,150.0	LF	\$4.00	\$4,600.00		\$ -	1,150.0	LF	\$4.00	\$4,600.00
41	RIP RAP, CLASS E	20.0	TON	\$115.00	\$2,300.00		\$ -	20.0	TON	\$115.00	\$2,300.00
42	SILT FENCE OR SILT FENCE DITCH CHECK	200.0	LF	\$6.00	\$1,200.00		\$ -	200.0	LF	\$6.00	\$1,200.00
43	INLET PROTECTION DEVICE	1.0	EA	\$288.00	\$288.00		\$ -	1.0	EA	\$288.00	\$288.00
44	END OF SEASON TEMPORARY EROSION CONTROL	1.0	AC	\$3,700.00	\$3,700.00		\$ -	1.0	AC	\$3,700.00	\$3,700.00
45	DEMOLITION WORK - EXISTING RESTROOMS	1.0	LS	\$7,000.00	\$7,000.00		\$ -	1.0	LS	\$7,000.00	\$7,000.00
46	MOBILIZATION	1.0	LS	<i>\$337,775.00</i>	\$337,775.00	<i>unit price adjustment</i>	\$ (14,000.00)	1.0	LS	<i>\$323,775.00</i>	\$323,775.00
47	CONCRETE WASHOUT	1.0	LS	\$3,450.00	\$3,450.00		\$ -	1.0	LS	\$3,450.00	\$3,450.00
48	FREESTANDING RINSE STATION	1.0	LS	\$8,500.00	\$8,500.00		\$ -	1.0	LS	\$8,500.00	\$8,500.00
49	RESTROOM	1.0	LS	\$312,000.00	\$312,000.00		\$ -	1.0	LS	\$312,000.00	\$312,000.00
50	BENCH TYPE 1 (CURVED BENCH, SINGLED SIDED)	3.0	EA	\$7,500.00	\$22,500.00		\$ -	3.0	EA	\$7,500.00	\$22,500.00
51	BENCH TYPE 2 (CURVED BENCH, DOUBLE SIDED)	1.0	EA	\$33,400.00	\$33,400.00	-1.0	\$ (33,400.00)	-	EA	\$33,400.00	\$0.00
52	BENCH TYPE 3 (METAL BACKED BENCH)	5.0	EA	\$4,200.00	\$21,000.00		\$ -	5.0	EA	\$4,200.00	\$21,000.00
53	LITTER RECEPTACLE	2.0	EA	\$2,370.00	\$4,740.00		\$ -	2.0	EA	\$2,370.00	\$4,740.00

CONSTRUCTION CHANGE ORDER - TABULATION OF CHANGES

PRK 22-004

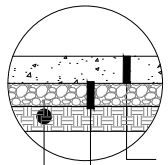
Change Order:

#0

Water Plaza

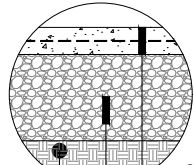
Contract Quantities include quantities adjusted by **no** Change Orders

		(A)				(B)		(C) = (A) + (B)			
Bid Item Number	Item Description	Original BID				Proposed Adjustment		Proposed Contract Amount			
		Quantity	Unit	Unit Price	Value	Quantity	Value	Quantity	Unit	Unit Price	Value
54	CONCRETE PEBBLE	3.0	EA	\$2,000.00	\$6,000.00	-1.0	\$ (2,000.00)	2.0	EA	\$2,000.00	\$4,000.00
55	DECORATIVE METAL PANEL	155.0	LF	\$181.00	\$28,055.00	-85.0	\$ (15,385.00)	70.0	LF	\$181.00	\$12,670.00
56	DECORATIVE ACRYLIC PANEL ATTACHMENT	1.0	LS	\$69,000.00	\$69,000.00	unit price adjustment	\$ (35,330.00)	1.0	LS	\$33,670.00	\$33,670.00
57	SIGN TYPE 1 (PARK SIGN)	2.0	LS	\$12,100.00	\$24,200.00	-2.0	\$ (24,200.00)	-	LS	\$12,100.00	\$0.00
58	SIGN TYPE 2 (DONOR SIGN)	1.0	LS	\$54,000.00	\$54,000.00	-1.0	\$ (54,000.00)	-	LS	\$54,000.00	\$0.00
59	SIGN TYPE 3 (DONOR STORY SIGN)	1.0	LS	\$26,000.00	\$26,000.00	-1.0	\$ (26,000.00)	-	LS	\$26,000.00	\$0.00
60	BIKE RACK	6.0	EA	\$870.00	\$5,220.00		\$ -	6.0	EA	\$870.00	\$5,220.00
61	WATER FEATURE AND TREATMENT SYSTEM	1.0	LS	\$418,000.00	\$418,000.00	unit price adjustment	\$ (11,514.00)	1.0	LS	\$406,486.00	\$406,486.00
62	SCULPTURE FOOTING	1.0	LS	\$9,000.00	\$9,000.00		\$ -	1.0	LS	\$9,000.00	\$9,000.00
63	ELECTRICAL CONDUIT/WIRING	1.0	LS	\$126,000.00	\$126,000.00	unit price adjustment	\$ (3,800.00)	1.0	LS	\$122,200.00	\$122,200.00
	TOTALS:				\$2,275,700.00		\$(388,375.00)				\$1,887,325.00



5" SIDEWALK PCC, MEDIUM BROOM FINISH,
PERPENDICULAR TO PATH OF TRAVEL
4" MODIFIED SUBBASE
6" COMPACTED SUBGRADE (INCIDENTAL)

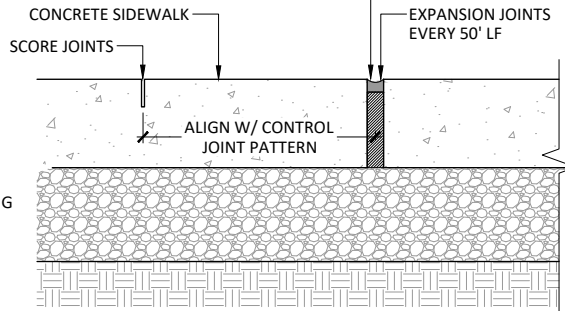
1 PAVEMENT, PCC, 5"
SCALE: N.T.S.



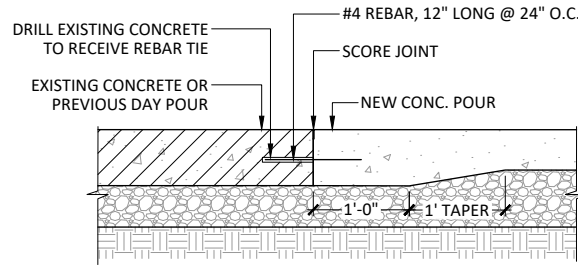
6" PCC PAVEMENT, MEDIUM BROOM FINISH.
REINFORCING AND JOINTING PER SHEET D.04. REINFORCING
AND JOINTING ARE INCIDENTAL TO PAVEMENT ITEM.
24" MODIFIED SUBBASE, COMPACTED IN 6" LIFTS
6" COMPACTED SUBGRADE (INCIDENTAL)

2 PAVEMENT, PCC, 6" REINFORCED
SCALE: N.T.S.

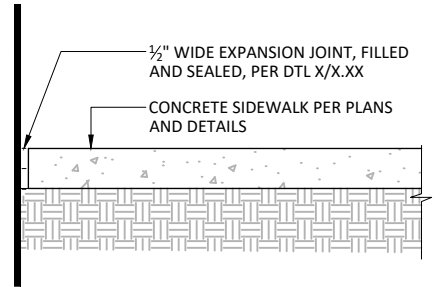
1/2" WIDE ISOLATION JOINT/EXPANSION JOINT W/ 1/2" DEPTH JOINT SEALANT,
W/ ISOLATION JOINT MATERIAL. ISOLATION JOINT MATERIAL TO BE 3/4"
POLYETHYLENE, CLOSED CELL BACKING. JOINT SEALER TO BE COMPATIBLE W/
EXPANSION JOINT MATERIAL. COLOR TO BE ALUMINUM GRAY. ALL MATERIALS
TO BE INSTALLED AS PER MANUFACTURERS RECOMMENDATION. SUBMIT
MATERIAL SAMPLES AND TECHNICAL DATA TO OWNER REPRESENTATIVE FOR
APPROVAL PRIOR TO CONSTRUCTION



3 CONCRETE SIDEWALK JOINTS
SCALE: N.T.S.



4 SIDEWALK REINFORCED CONSTRUCTION JOINT
SCALE: N.T.S.



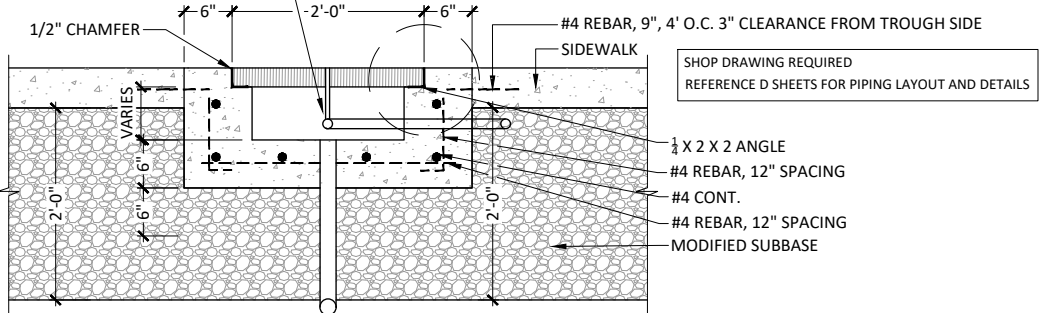
5 CONCRETE ISOLATION JOINT AT BUILDING EDGE
SCALE: N.T.S.

PRODUCT INFORMATION:

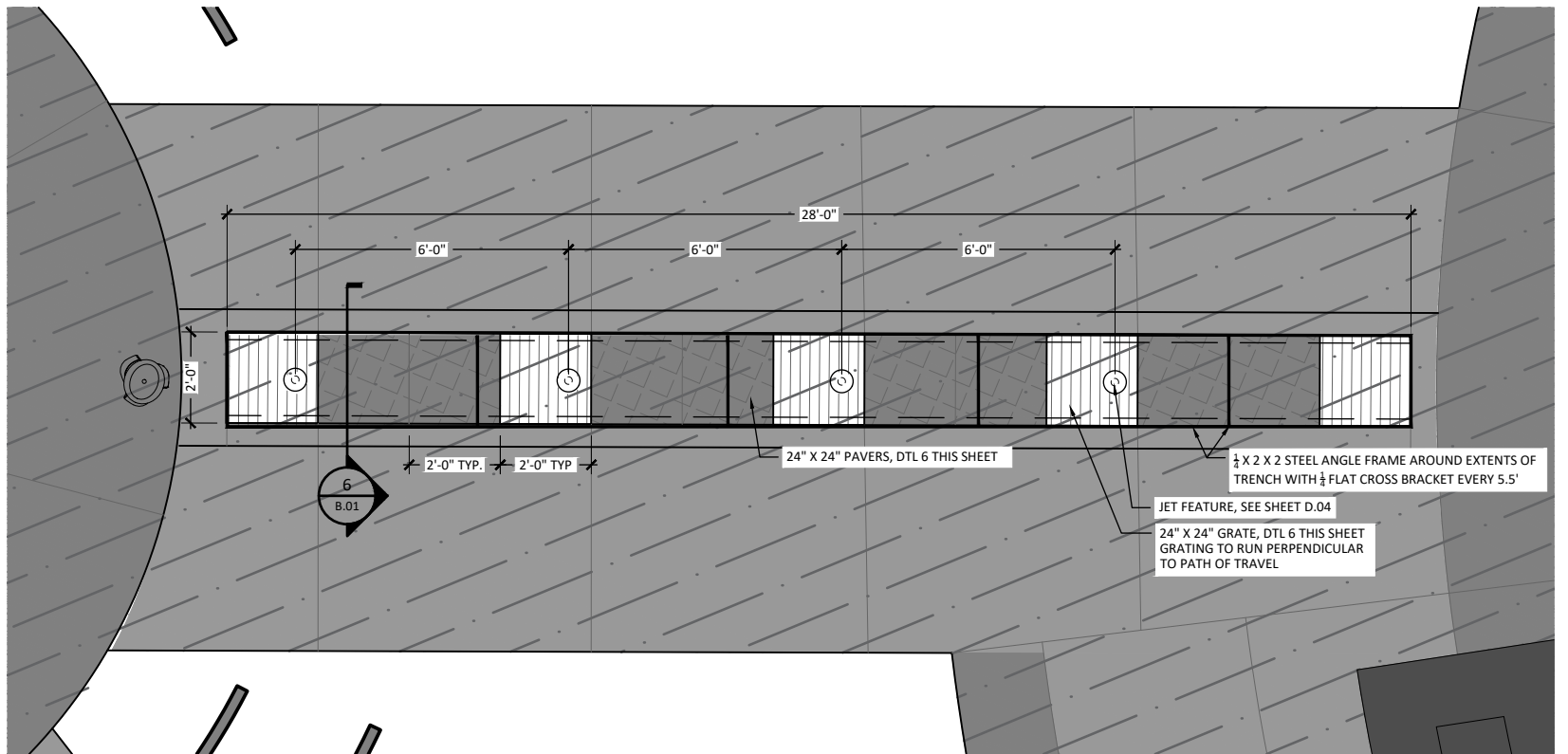
DRAIN GRATE:
Hendrick Architectural, Julie Jorgensen, 402-321-3563
Hendrick's Profile Bar, B12, Slop opening to be verified
Finish: sandblast

CONCRETE UNIT PAVER:
Unilock, TJ Weinandt, 402-630-3884
Skyline Concrete Unit Paver, 2' x 2'
Color: Light Gray
Finish: Classic thru-mix

WATER JET CONNECTION AND
PIPING, REFERENCE SHEET D.04

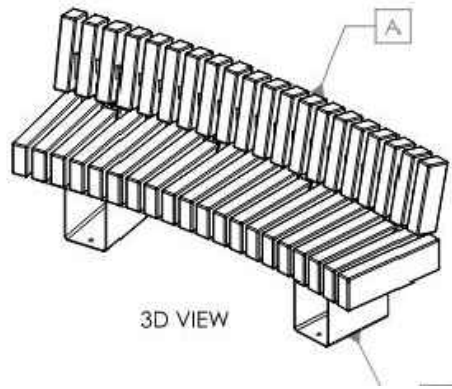


6 LINEAR TRENCH DRAIN (LEAPING JET TROUGH)
SCALE: N.T.S.



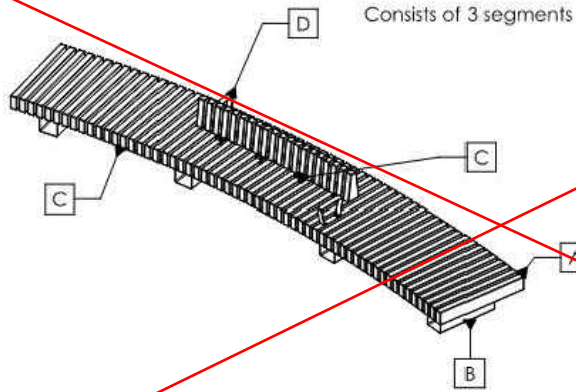
8 PLAN ENLARGEMENT TYPICAL: LINEAR TRENCH DRAIN (LEAPING JET TROUGH)
SCALE: N.T.S.

One of the Two of these will go away.



3D VIEW

PRODUCT INFORMATION:
MANUFACTURER: STREETLIFE
PRODUCT TYPE: ROUGH&READY CURVED BENCH WITH BACK
SEAT AND BACK REST: FSC HARDWOOD I - VIRGIN
LEGS: POWDER COAT STEEL - INTERPON EARTH
RADIUS: 18' RADIUS
LENGTH: 6' LENGTH
INSTALLATION: SURFACE MOUNT
INSTALL PER MANUFACTURERS STANDARD SPECIFICATIONS
CONTACT: SONNO WITJES
EMAIL: switjes@streetlife.com
CONTRACTOR TO SUBMIT SHOP DRAWINGS FOR APPROVAL PRIOR TO ORDERING



Consists of 3 segments

PRODUCT INFORMATION:
MANUFACTURER: STREETLIFE
PRODUCT TYPE: ROUGH&READY CURVED BENCH WITH BACK - DOUBLE SIDED
SEAT AND BACKREST: FSC HARDWOOD I - VIRGIN
LEGS: POWDER COAT STEEL - INTERPON EARTH
RADIUS: 38' RADIUS
LENGTH: 20' LENGTH
INSTALLATION: SURFACE MOUNT
INSTALL PER MANUFACTURERS STANDARD SPECIFICATIONS
CONTACT: SONNO WITJES
EMAIL: switjes@streetlife.com
CONTRACTOR TO SUBMIT SHOP DRAWINGS FOR APPROVAL PRIOR TO ORDERING
REFER TO PLANS FOR CUSTOM BENCH RADIUS FOR EACH CURVE BENCH

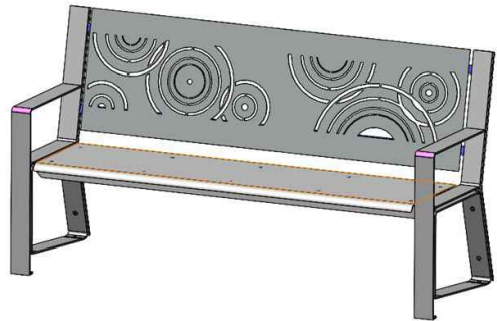


IMAGE NOTE:
IMAGE FOR REFERENCE PURPOSES ONLY.
CUSTOM PATTERN TO BE PROVIDED.

PRODUCT INFORMATION:
MANUFACTURER: LANDSCAPE FORMS OR APPROVED EQUAL
PRODUCT TYPE: LAKESIDE BENCH
FINISH: POWDER COAT
COLOR: MATTE BLACK
INSTALLATION: SURFACE MOUNT
INSTALL PER MANUFACTURERS STANDARD SPECIFICATION
CONTACT: CONNOR LOCKWOOD
DIRECT: 319-431-2473
EMAIL: connorl@landscapeforms.com
CONTRACTOR TO SUBMIT SHOP DRAWINGS FOR APPROVAL PRIOR TO ORDERING
CONTACT FOR CUSTOM PATTERN TO BE APPLIED TO ORDERING OF BENCH. PATTERN HAS ALREADY BEEN DRAWN AND DESIGNED.

1 BENCH TYPE 1

2 BENCH TYPE 2
SCALE: N.T.S.

3 BENCH TYPE 3
SCALE: N.T.S.



PRODUCT INFORMATION:
MANUFACTURER: WAUSAU TILE OR APPROVED EQUAL
CONTACT: JEFF GRAMLING
DIRECT: 715.359.5441
PRODUCT TYPE: SMALL TRIANGULAR CONCRETE BENCH
SIZE: ZB.GL.01
WEIGHT: 2,381LBS
FINISH: ACID WASH
COLOR: A26
INSTALLATION: INSTALL PER MANUFACTURER STANDARD SPECIFICATION
CONTACT: JEFF GRAMLING
DIRECT: 715.359.5441
CONTRACTOR TO SUBMIT SHOP DRAWINGS FOR APPROVAL BY OWNER PRIOR TO ORDERING
REFER TO PLANS FOR CUSTOM RADIUS FOR EACH CURVE BENCH

4 CONCRETE PEBBLE
SCALE: N.T.S.



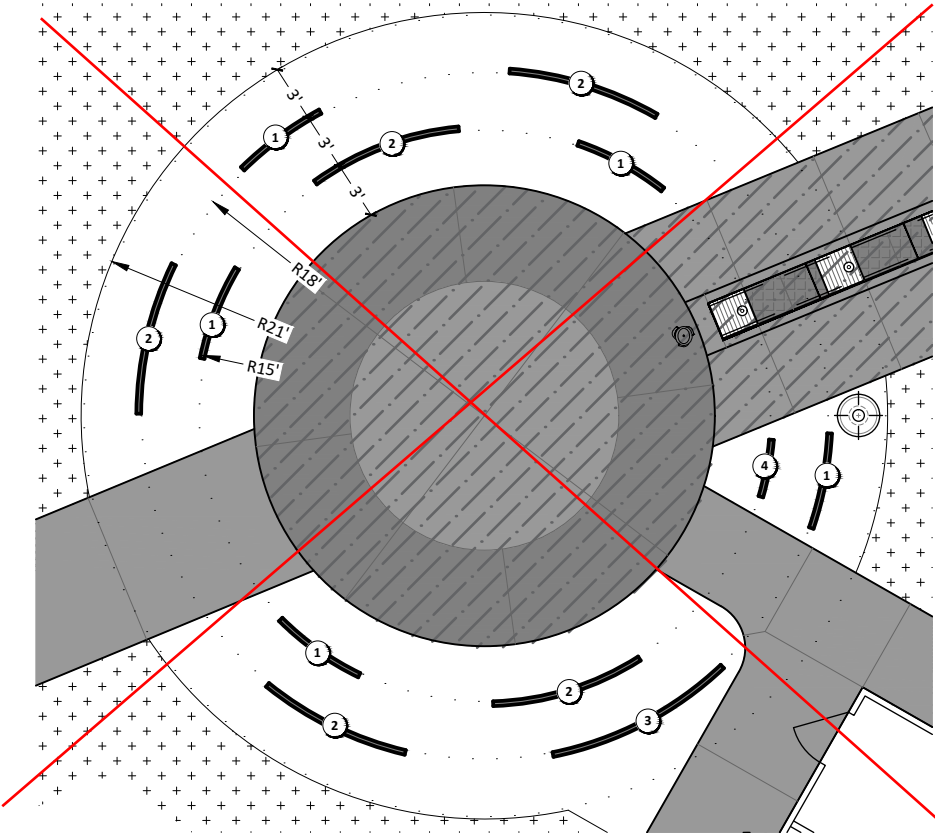
PRODUCT INFORMATION:
MANUFACTURER: LANDSCAPE FORMS OR APPROVED EQUAL
PRODUCT TYPE: LAKESIDE LITTER RECEPTACLE
OPENING: SIDE OPENING
FINISH: POWDER COAT
COLOR: MATTE BLACK
INSTALLATION: SURFACE MOUNT
INSTALL PER MANUFACTURERS STANDARD SPECIFICATION
CONTACT: CONNOR LOCKWOOD
DIRECT: 319-431-2473
EMAIL: connorl@landscapeforms.com
CONTRACTOR TO SUBMIT SHOP DRAWINGS FOR APPROVAL BY OWNER PRIOR TO ORDERING
CONTACT FOR CUSTOM PATTERN TO BE APPLIED TO ORDERING OF LITTER RECEPTACLE. PATTERN HAS ALREADY BEEN DRAWN AND DESIGNED.

5 LITTER RECEPTACLE
SCALE: N.T.S.

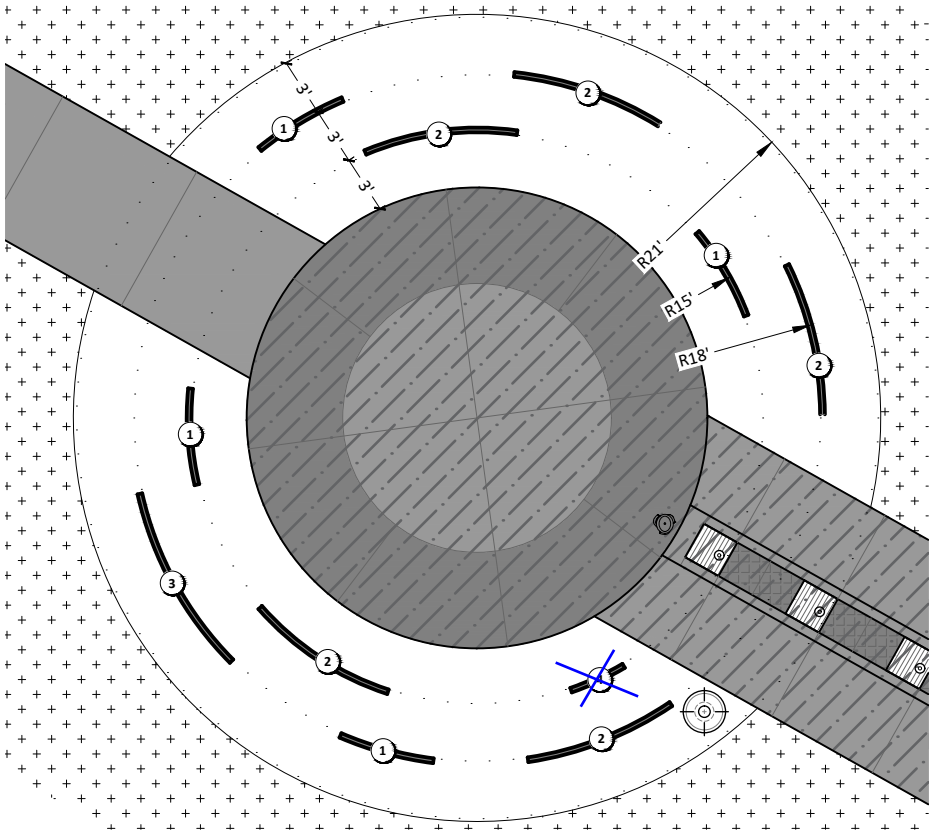


PRODUCT INFORMATION:
MANUFACTURER: LANDSCAPE FORMS OR APPROVED EQUAL
PRODUCT TYPE: LOOP BIKE RACK
FINISH: POWDER COATED
COLOR: MATTE BLACK
INSTALLATION: SURFACE MOUNT
INSTALL PER MANUFACTURERS STANDARD SPECIFICATIONS
CONTACT: CONNOR LOCKWOOD
DIRECT: 319-431-2473
EMAIL: connorl@landscapeforms.com
CONTRACTOR TO SUBMIT SHOP DRAWINGS FOR APPROVAL BY OWNER PRIOR TO ORDERING

6 BIKE RACK
SCALE: N.T.S.



7 PLAN ENLARGEMENT: SOUTH-WEST DECORATIVE PANEL WALL LAYOUT
SCALE: N.T.S.



8 PLAN ENLARGEMENT: NORTH-WEST DECORATIVE PANEL WALL LAYOUT
SCALE: N.T.S.

METAL PANEL KEYNOTES				
KEY	DESCRIPTION	0' R	15' R	18' R
1	5'-0" DECORATIVE METAL PANEL, SEE SHEET B.06	0	2	2
2	8'-0" DECORATIVE METAL PANEL WITH 7'-0" ACRYLIC PANEL ATTACHMENT, SEE SHEET B.05	0	2	3
3	10'-0" DECORATIVE METAL PANEL, SEE SHEET B.05	0	0	1
4	SIGN TYPE 2 & 3, SEE SHEET B.07	2	0	0

NOTE:
ALL METAL AND ACRYLIC PANELS TO BE PREFORMED AND CURVED TO SPECIFIC RADIUS. SEE SHEET TABLE ABOVE AND PLAN ENLARGEMENT FOR SPECIFIC RADIUS AND LENGTHS. SEE SHEET B.07 FOR NOTES ON MATERIAL FINISH, THICKNESS, AND COLOR SELECTION FOR METAL PANELS, ACRYLIC PANELS, ACRYLIC PLAQUES, AND BASE BRACKET.

Reduction of Metal Panels
5 #1 @5' each = 25-ft
5 #2 @8' each = 40-ft
1 #3 @10' = 10-ft
2 #4 @5' = 10-ft
Total Metal Panels (Bid Item #55) = 85-ft



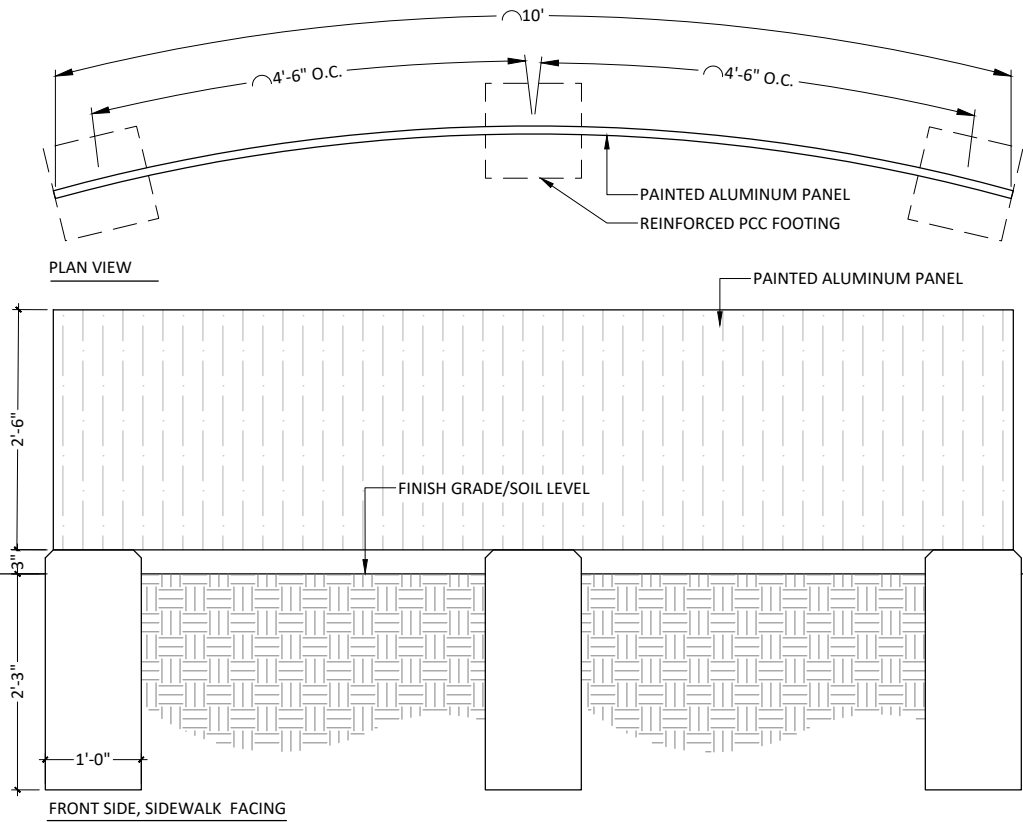
430 E GRAND AVENUE, SUITE 101
DES MOINES, IOWA 50309
Phone: (515) 259-9190
Email: DesMoines@bolton-menk.com
www.bolton-menk.com

DESIGNED	REV	DESCRIPTION	DATE
BH			
BH/AC			
NW			
BIMI PROJ. NO.			
076.128279			

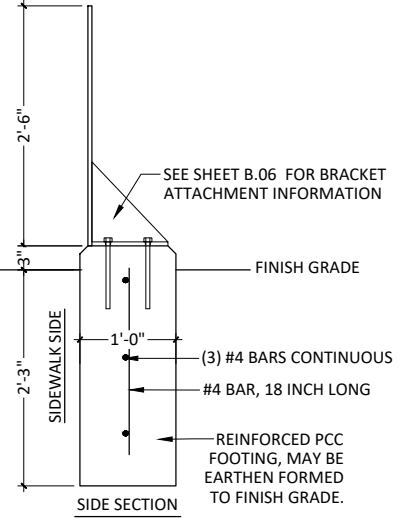
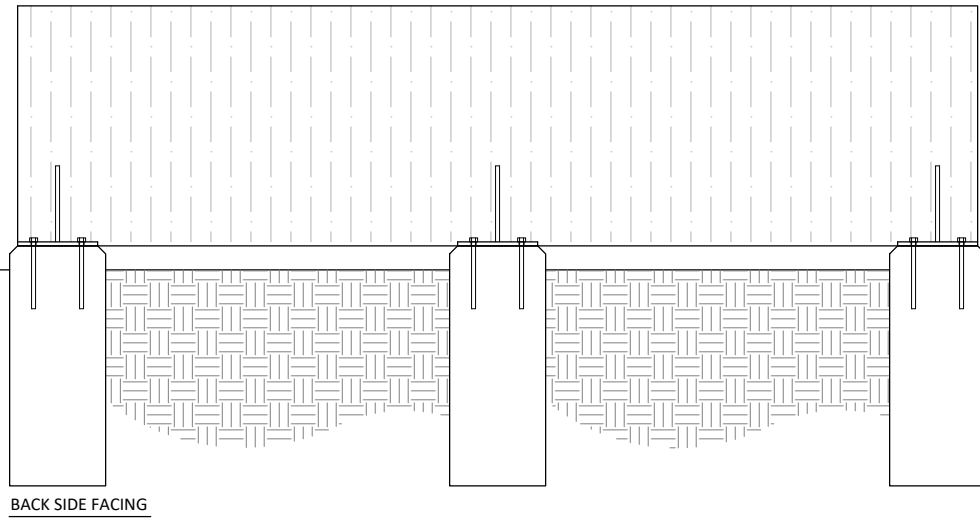
CITY OF MARSHALLTOWN, IOWA
WATER PLAZA AT MEGA-10 PARK
DETAILS

SHEET
B.03

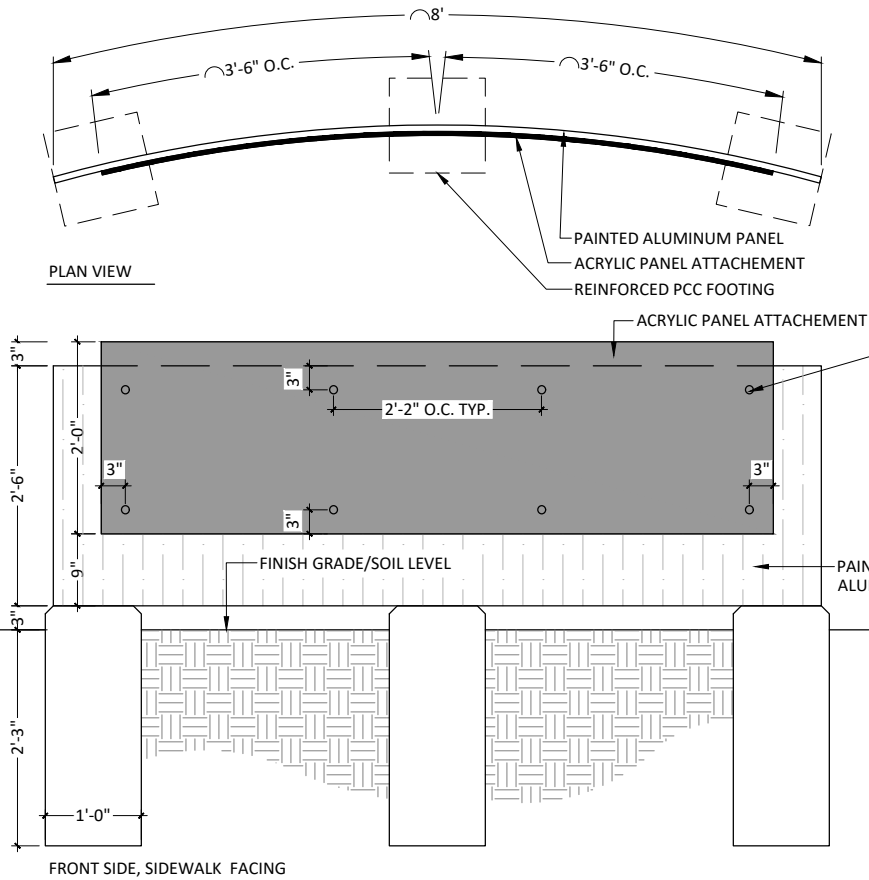
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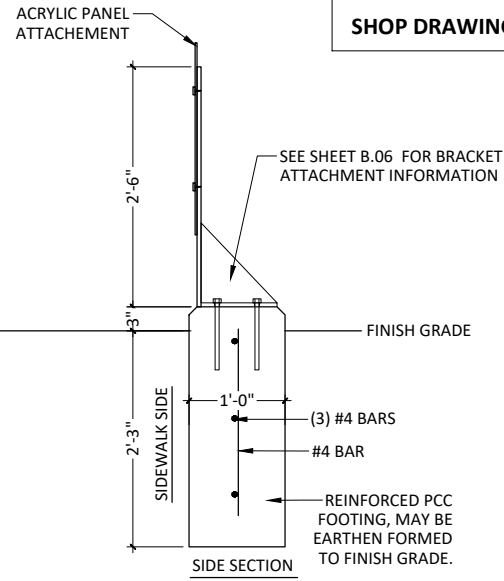
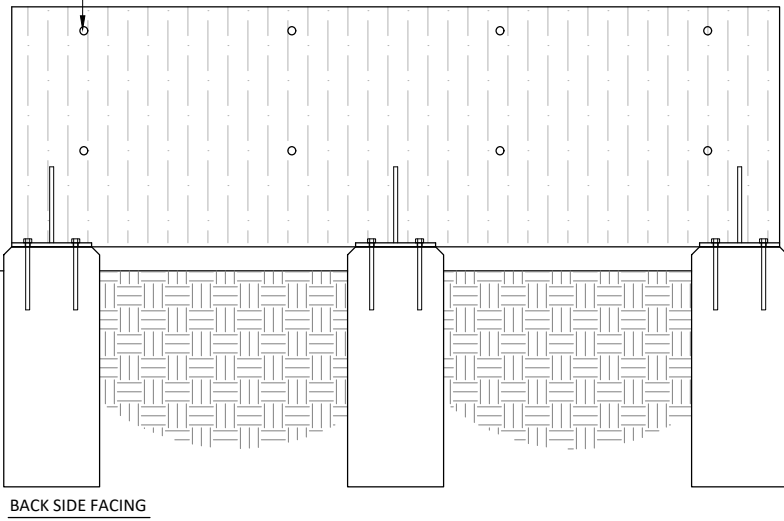
NOTE: WALL RADIUS VARIES, SEE B.03 FOR SPECIFIC WALL RADIUS



1 ELEVATION: 10'-0" DECORATIVE PANEL WALL
SCALE: N.T.S.



RIVNUT CONNECTION WITH NO STANDOFF. 1/2" DIA. CAP WITH CUSTOM RESIN SNAP COVER TO MATCH COLOR OF ACRYLIC PANEL ON FRONT, EXPOSED RIVNUT ON BACK.



NOTES:
ALL METAL AND ACRYLIC PANELS TO BE PREFORMED AND CURVED TO SPECIFIC RADIUS. SEE SHEET B.03 FOR SPECIFIC RADII AND LENGTHS. SEE SHEET B.06 FOR NOTES ON MATERIAL FINISH, THICKNESS, AND COLOR SELECTION FOR METAL PANELS, ACRYLIC PANELS, ACRYLIC PLAQUES, AND BASE BRACKETS.

ALL BRACKET ATTACHMENTS AND HARDWARE TO MATCH PAINTED ALUMINUM OF METAL PANEL

SHOP DRAWINGS REQUIRED FOR ALL DECORATIVE PANEL WALLS

85 LF of of these decorative panels will go away.
70 LF will remain.

2 ELEVATION: 8'-0" DECORATIVE PANEL WALL (WITH ACRYLIC PANEL ATTACHMENT)
SCALE: N.T.S.



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Phone: (515) 259-9190
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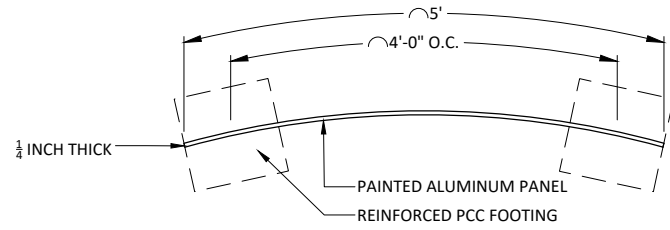
DESIGNED	REV	DESCRIPTION	DATE
BH			
DRAWN			
BH/AC			
CHECKED			
NW			
BIMI PROJ. NO.			
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CITY OF MARSHALLTOWN, IOWA
WATER PLAZA AT MEGA-10 PARK

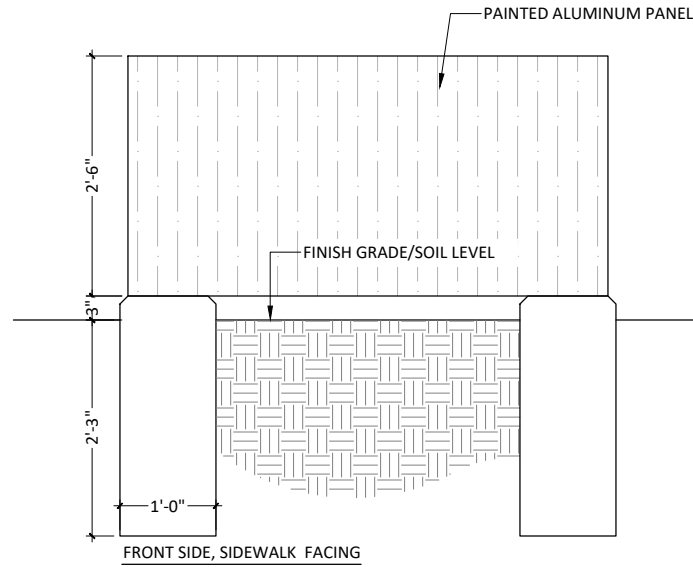
DETAILS

SHEET
B.05

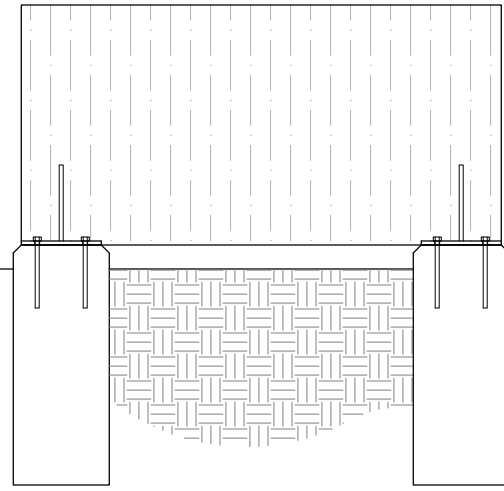
NOTE: WALL RADIUS VARIES, SEE
B.03 FOR SPECIFIC WALL RADIUS



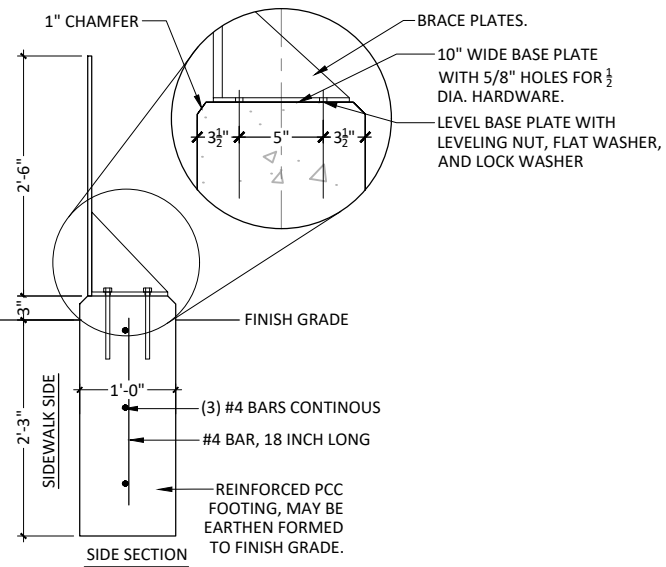
PLAN VIEW



BACK SIDE FACING



SIDE SECTION



SIDE SECTION

NOTES:

ALL METAL AND ACRYLIC PANELS TO BE PREFORMED AND CURVED TO SPECIFIC RADIUS. SEE SHEET B.03 FOR SPECIFIC RADII AND LENGTHS. SEE SHEET B.06 FOR NOTES ON MATERIAL FINISH, THICKNESS, AND COLOR SELECTION FOR METAL PANELS, ACRYLIC PANELS, ACRYLIC PLAQUES, AND BASE BRACKETS.

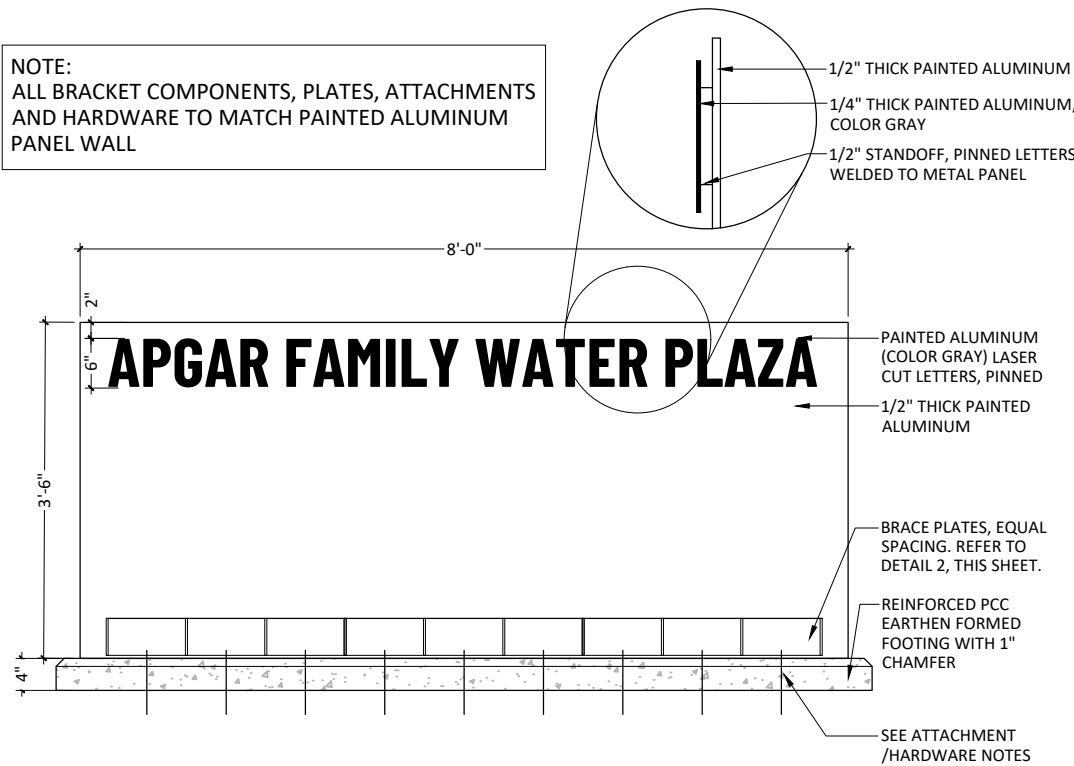
ALL BRACKET ATTACHMENTS AND HARDWARE TO MATCH
PAINTED ALUMINUM OF METAL PANEL

SHOP DRAWINGS REQUIRED FOR ALL DECORATIVE PANEL WALLS

3 ELEVATION: 5'-0" DECORATIVE PANEL WALL
SCALE: N.T.S.

85 LF of these decorative panels will go away.
70 LF will remain.

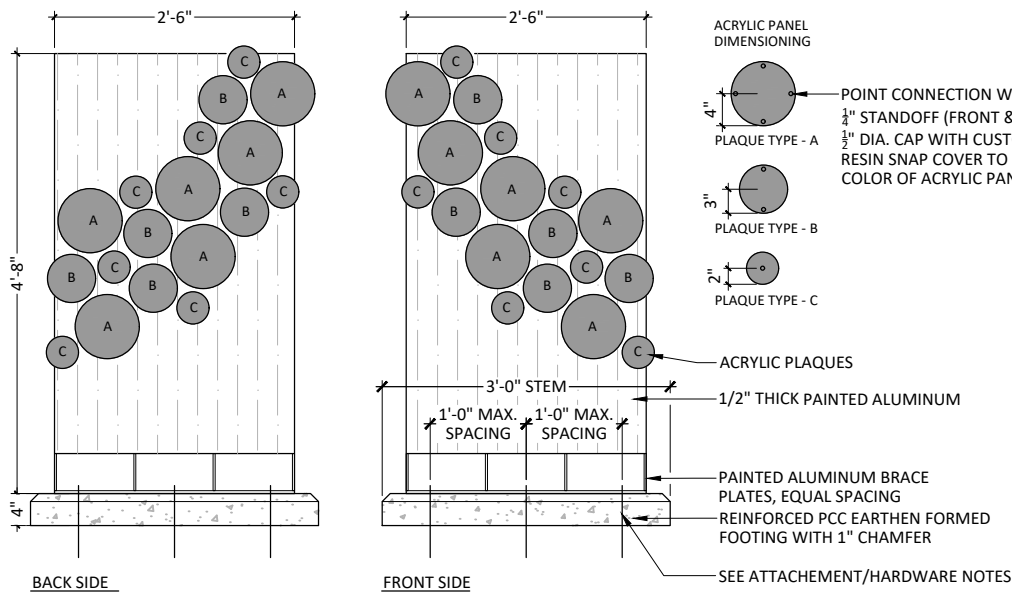
NOTE:
ALL BRACKET COMPONENTS, PLATES, ATTACHMENTS
AND HARDWARE TO MATCH PAINTED ALUMINUM
PANEL WALL



1 ELEVATION: SIGN TYPE 1
SCALE: N.T.S.

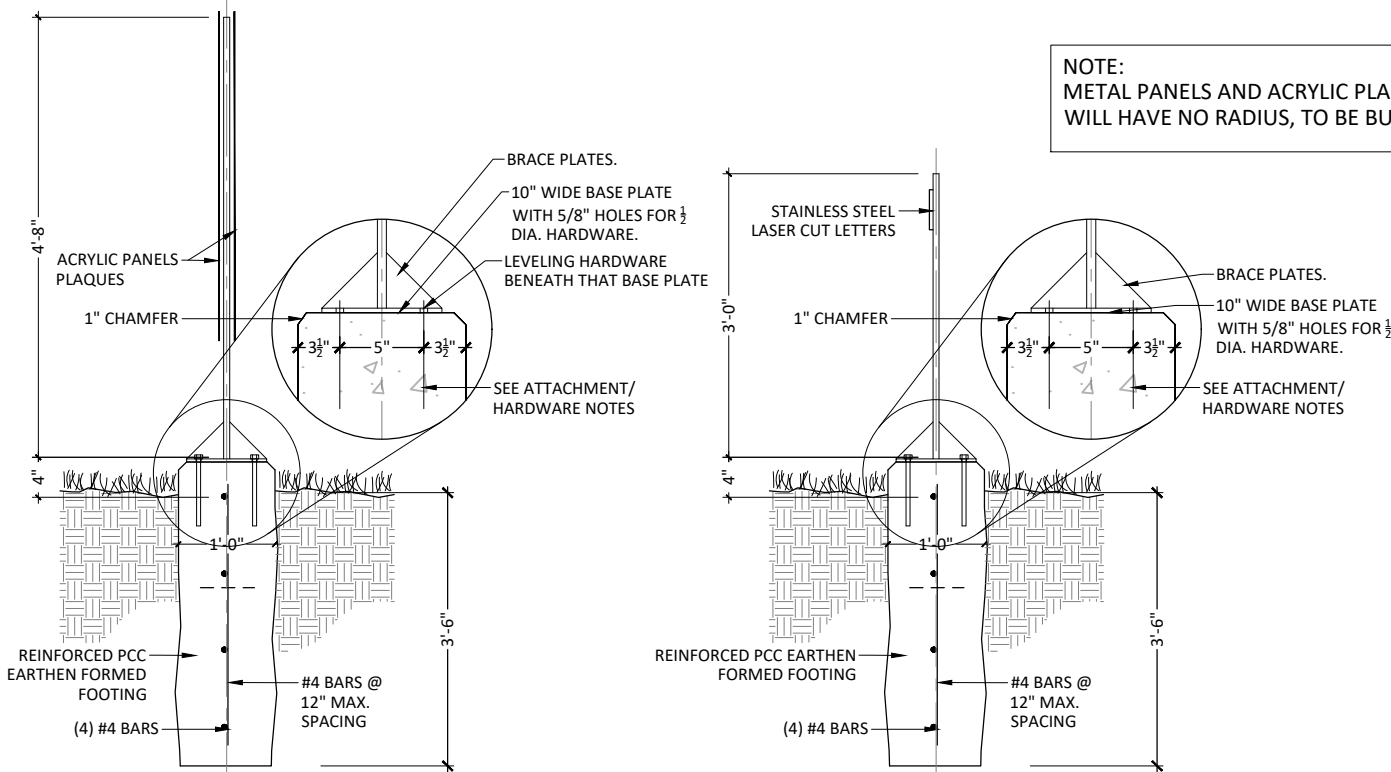
All Sign Type 1 Signs will be removed from
the project - completed by owner.

NOTE: SHOP DRAWINGS REQUIRED
DIGITAL TEXT TO BE PROVIDED BY OWNER AND PRINTED INTO ACRYLIC
PLAQUES. TEXT NOTES UNDER ACRYLIC PANEL PLAQUES GENERAL NOTES.
TEXT TO BE APPLIED ONLY TO PANEL SIZES A & B ON BOTH SIGN TYPE 2 & 3



3 ELEVATION: SIGN TYPE 2
SCALE: N.T.S.

Sign Type 2 Sign (donor sign)
will be removed from the project - completed by owner.



2 SECTION: SIGN TYPE 1, 2, & 3
SCALE: N.T.S.

NOTE:
METAL PANELS AND ACRYLIC PLAQUES FOR SIGN TYPES 1-3
WILL HAVE NO RADIUS, TO BE BUILT STRAIGHT.

METAL PANEL GENERAL NOTES:

- CONTRACTOR SHALL PROVIDE SHOP DRAWINGS FOR ALL ELEMENTS RELATED TO METAL SIGN TYPE 1-3, INCLUDING METAL WORK, STRUCTURAL ELEMENTS, FABRICATION, FIT AND FINISH.
- CONTRACTOR SHALL VERIFY ALL MEASUREMENTS OF SITE CONFIGURATION PRIOR TO SHOP DRAWINGS AND FABRICATION. PANELS ON RADIUS TO BE PRE-SHAPED / CURBED TO THE SPECIFIED RADIUS IDENTIFIED ON SHEET (B.03) PRIOR TO ARRIVAL TO SITE.
- SIZING FOR ALL WORK IS FOR AESTHETIC REFERENCE ONLY. STRUCTURAL INTEGRITY OF SIGN PANEL SYSTEM IS THE RESPONSIBILITY OF THE FABRICATOR. ADJUSTMENTS TO SIZES PER STRUCTURAL REQUIREMENTS ARE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE IDENTIFIED IN THE SHOP DRAWINGS.
- CONTRACTOR TO PROVIDE PHYSICAL SAMPLES OF MANUFACTURER'S MATERIAL COLOR AND FINISH.

ACRYLIC PANEL AND PLAQUES GENERAL NOTES:

- INTEGRAL PANEL COLOR TO BE HYACINTH (B59), WITH PANEL INSERT COLOR AVALANCHE (D01)
- TEXT INSET IN PANEL (DIGITAL) TO BE COLOR AVALANCHE (D01). TEXT FILES WITH FONT STYLE AND SIZE TO BE PROVIDED BY OWNER.
- MATERIAL POLYCARBONATE (KODA Xt 1/2", SANDSTONE)
- PANELS WALL ATTACHMENT RADIUS TO BE PREFORMED AND HEAT TREATED AT WAREHOUSE, ACRYLIC PLAQUE HOLES TO BE PRE-DRILLED.

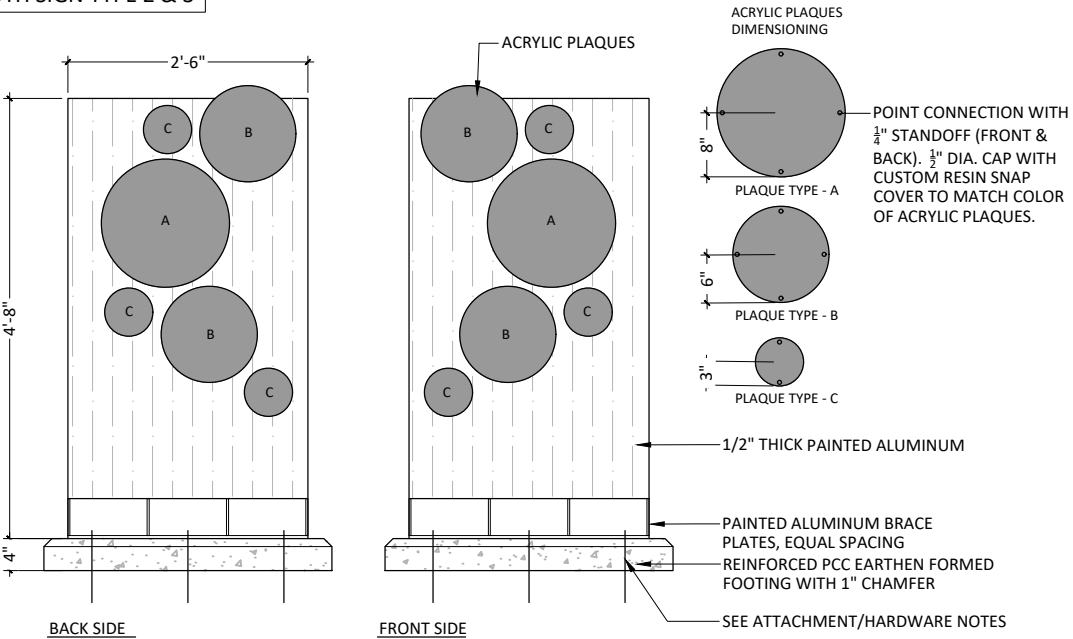
PRODUCT INFORMATION:

ACRYLIC PLAQUES:
CONTACT: KRISTINE ALLEN, 3-FORM
kristine.allen@3-form.com, or 402-350-0720
OR APPROVED EQUAL

PREFERRED SIGNAGE FABRICATOR:
CONTACT: TONY SQUIRE, LATITUDE SIGNAGE
tony.squire@LatitudeSignage.com
515-419-9008
OR APPROVED EQUAL

SIGN TYPE 1, 2, & 3 ATTACHMENT/HARDWARE NOTES:

- FINAL SIGN PANEL AND BASE PLATE DESIGN SHALL BE BY OTHERS. ANCHORAGES DETAILS ARE APPLICABLE ONLY IF USED IN THE CONFIGURATION SHOWN - ALTERNATE ANCHORAGE CONFIGURATION MAY BE SUBMITTED TO THE ENGINEER FOR APPROVAL.

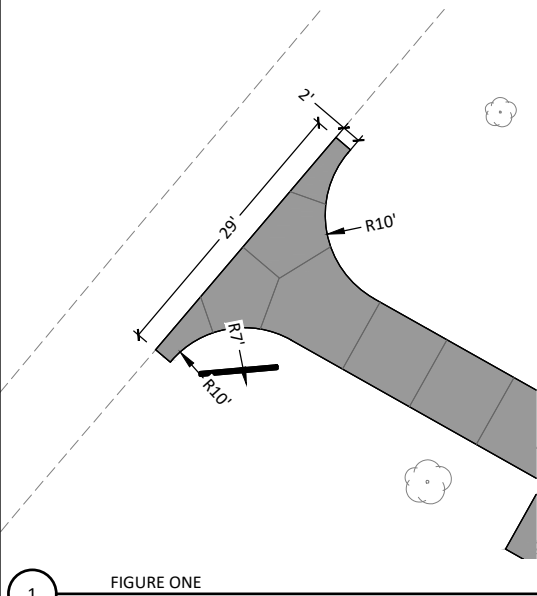


4 ELEVATION: SIGN TYPE 3
SCALE: N.T.S.

Sign Type 3 Sign (donor story sign)
will be removed from the project - completed by owner.

PAVEMENT LEGEND

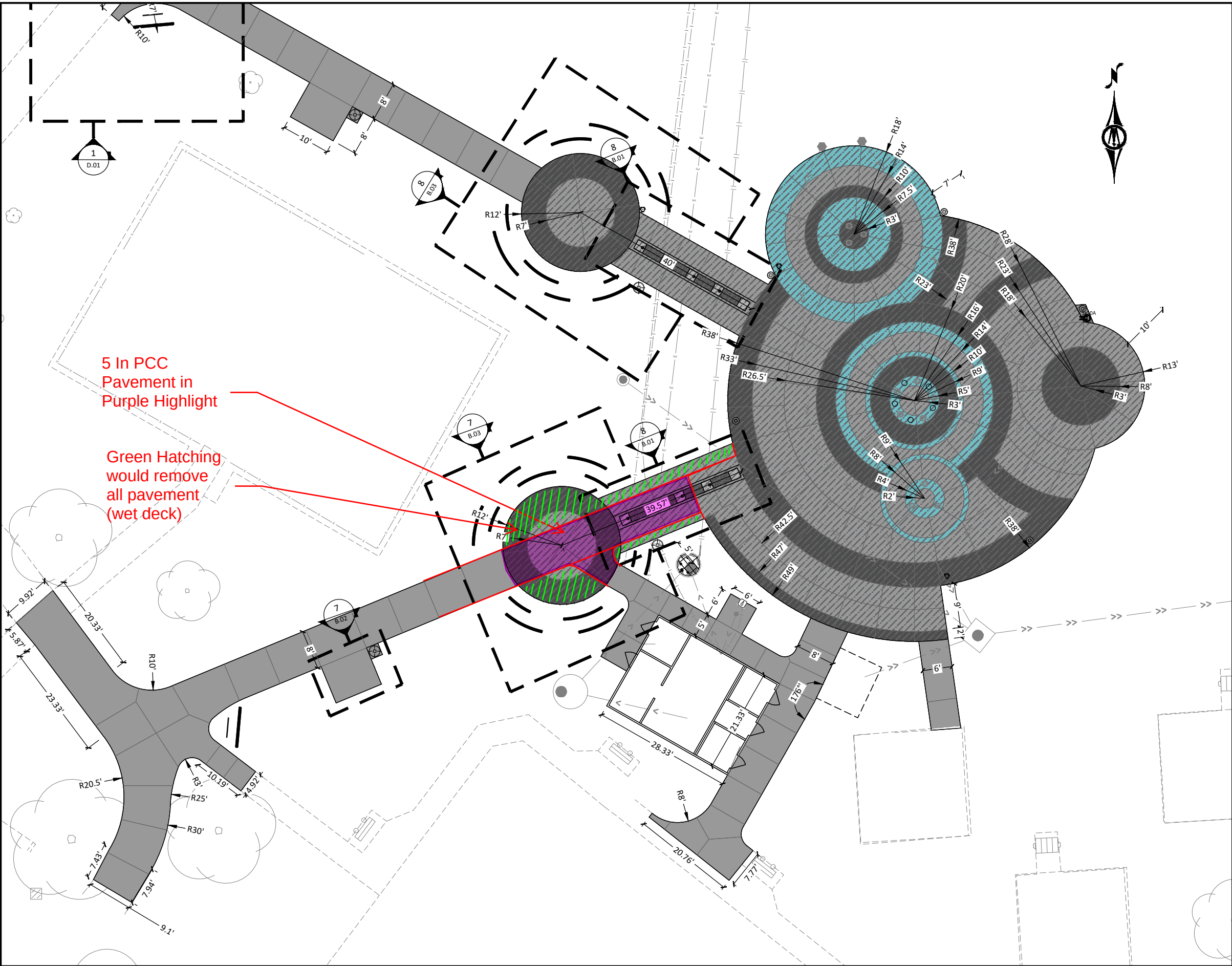
- PAVEMENT, PCC, 5 INCH
- PAVEMENT, PCC, 6 INCH REINFORCED
- NON-SKID RUBBERIZED COATING, TYPE 1
- NON-SKID RUBBERIZED COATING, TYPE 2
- TRENCH DRAIN PAVERS



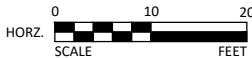
Estimated Pavement QTY Changes

PCC Wet Deck = -76 SY
5" PCC = +39 SY
Rubberized Coating = -57 SF

Remove Non-Skid Rubberized Coating.



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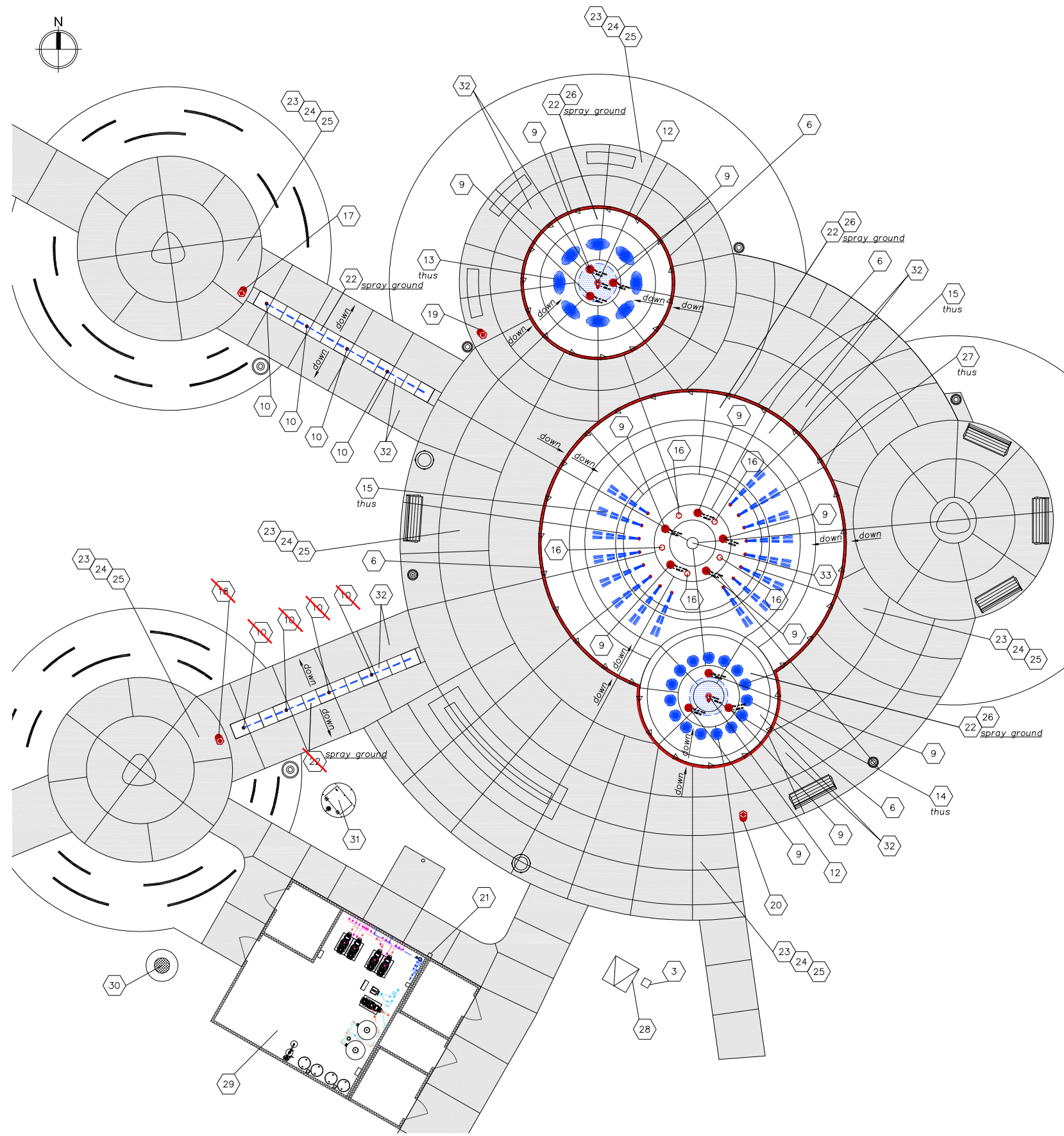
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Phone: (515) 259-9190
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DESIGNED	REV	DESCRIPTION	DATE
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BH/AC			
NW			
BIMI PROJ. NO.			
0T6.128279			

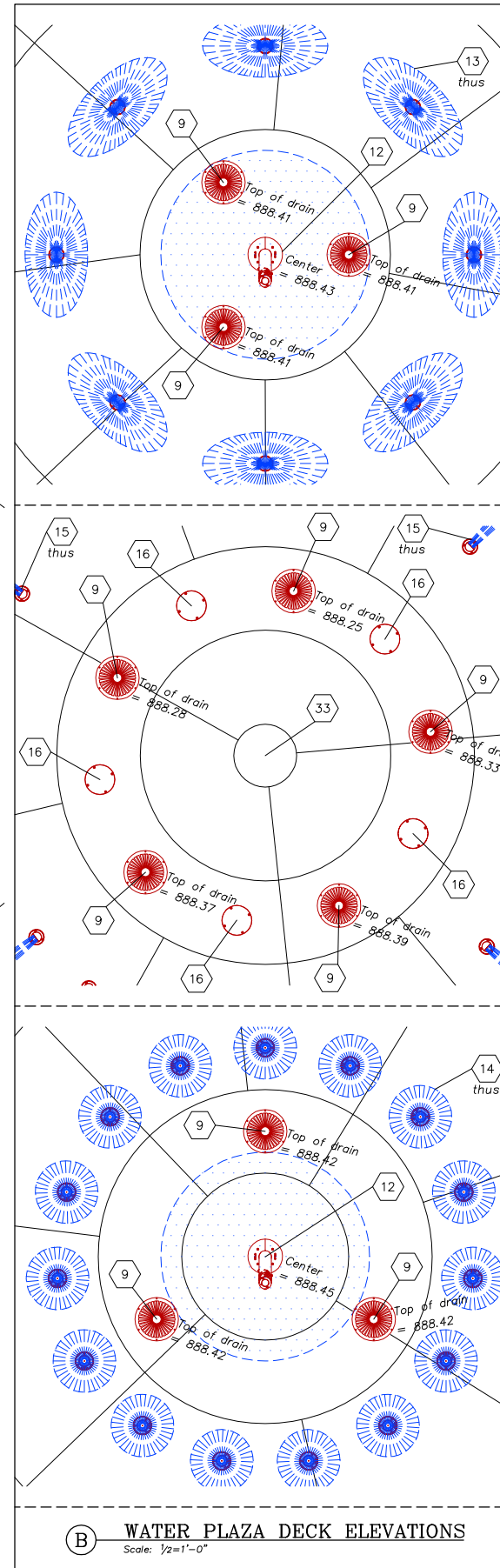
CITY OF MARSHALLTOWN, IOWA
WATER PLAZA AT MEGA-10 PARK
DIMENSION PLAN

SHEET
D.01

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A WATER PLAZA PLAN
Scale: 1/8"=1'-0"



B WATER PLAZA DECK ELEVATIONS
Scale: 1/2"=1'-0"

SPRAY GROUND AREA KEY NOTES

- 1 Subgrade ~ See Detail A-D.04 and Sheet B.01
- 2 Underdrain ~ See Sheet M.01
- 3 Off-season water diverter
~ Provide tee with eccentric reducer (flat side on bottom)
~ Provide valve box, with valve and operator
~ Valve normally closed, open for off-season
- 4 Off-season water diverter and wet pit drain pipe to manhole on Sheet M.01
- 5 All piping shall slope uniformly to drain by gravity
- 6 Deck drain - trench ~ See Detail B-D.04 (for adjacent sidewalk pavement drainage)
- 7 Deck drain - trench - bottom outlet ~ See Detail B-D.04
- 8 Deck drain - trench - bottom outlet drain pipe to manhole on Sheet M.01
- 9 Decorative drain ~ See Detail C-D.04 (for spray ground area drainage)
- 10 Leaper - Directional Jet No. 3 ~ See Detail D-D.04, and Sheet D.03 for data
- 11 Drain pipe from linear trench drain (leaping jet trough)
- 12 Glo Mist Nano (city water) ~ See Detail E-D.04, and Sheet D.03 for data
- 13 Jet Stream No. 2 ~ See Detail F-D.04, and Sheet D.03 for data
- 14 Spray Link No. 1 ~ See Detail G-D.04, and Sheet D.03 for data
- 15 Wave (4' to 5' tall) ~ See Detail F-D.04, and Sheet D.03 for data
- 16 LED light ~ See Detail H-D.04 and Electrical Sheets
- 17 Bollard activator - Zone 1 ~ See Detail I-D.04
- 18 Bollard activator - Zone 2 ~ See Detail I-D.04
- 19 Bollard activator - Zone 3 ~ See Detail I-D.04
- 20 Bollard activator - Zone 4 ~ See Detail I-D.04
- 21 Rain and wind sensors connected to water feature controller ~ See Sheet D.06
- 22 Spray ground area ~ See Detail A-D.04
- 23 Adjacent sidewalk pavement ~ See Sheet B.01
- 24 Adjacent sidewalk pavement scoring and color ~ See Sheet D.01
- 25 Adjacent sidewalk pavement grading and elevations ~ See Sheet E.01
- 26 6" Thick concrete deck at spray ground areas ~ See Detail A-D.04
~ Deck and drain finish surface elevations ~ Deck slopes shall be 1% min. / 2% max.
~ Water shall not be allowed to pond in any location
- 27 Construction joint ~ See Detail A-D.04
- 28 Wet pit with access hatch ~ See Sheet D.06
- 29 Filter area ~ See Sheet D.06
- 30 Backwash pit ~ See Sheet D.06
- 31 Lift station ~ See Sheet M.05
- 32 Metallic items and surfaces shall be electrically bonded per NEC 680-26 ~ See Electrical Sheets
~ Spray ground rebar and adjacent concrete rebar shall be uncoated (not epoxy coated)
~ Contractor shall provide bonding test results to Engineer for review
- 33 Art installation base and foundation ~ See Detail 2-S.01

SPRAY GROUND DATA

Spray Ground Area	1,758 S.F.
-------------------	------------

NOTE:

All items specified on this sheet except for art structure footing, surface pavement and base materials are incidental to water feature, storage and treatment system/structure.



1153 Southwest Blvd., Suite 302
Kansas City, KS 66103
T: 913.438.4338
www.WaterDesign.com



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DES MOINES, IOWA 50309
Phone: (515) 259-9190
Email: DesMoines@bolton-menk.com
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JAB	SRS	JB	076.128279			

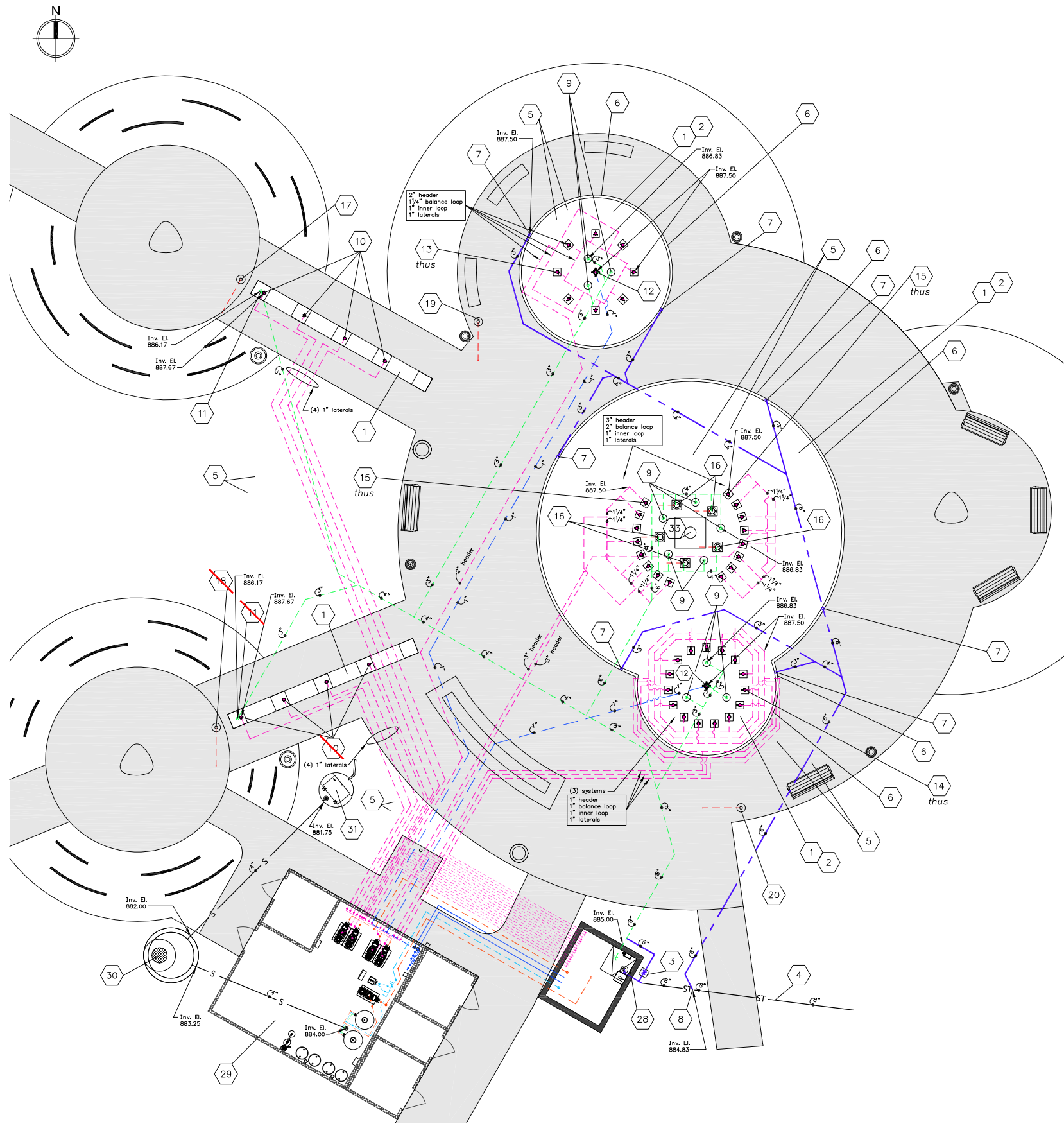
CITY OF MARSHALLTOWN, IOWA

MEGA-10 PARK WATER PLAZA

WATER PLAZA PLAN

SHEET

D.02



WATER FEATURE FLOW DATA					
Description	Flow	Quantity	Total Flow	Pressure	Spray Height
ZONE 1					
Leaper - Directional Jet No. 3	4 GPM	4	16 GPM	11 PSI	6' (long)
SUB TOTAL		4	16 GPM		
ZONE 2					
Leaper - Directional Jet No. 3	4 GPM	4	16 GPM	11 PSI	6' (long)
SUB TOTAL		4	16 GPM		
ZONE 3					
Glo Mist Nano (city water)	0.3 GPM	1	0.3 GPM	30 PSI	(misting)
Jet Stream No. 2	5 GPM	8	40 GPM	5 PSI	4 Ft.
SUB TOTAL		9	40 GPM		
ZONE 4					
Glo Mist Nano (city water)	0.3 GPM	1	0.3 GPM	30 PSI	(misting)
Spray Link No. 1	3 GPM	15	45 GPM	4 PSI	4 Ft.
Wave (4' to 5' tall)	10 GPM	16	160 GPM	6 PSI	4 to 5 Ft.
SUB TOTAL		32	205 GPM		
TOTAL		49	277 GPM		

Zone 1 - Remove Completely

PIPE TYPE NOTES	
--- --- --- ---	Spray ground system piping (--- drain --- gutter --- recirc features) shall be: Sch 80 PVC
---	Drain piping shall be: SDR 26 PVC
--- S---	Sanitary sewer SDR 26 PVC
--- ST---	Storm sewer SDR 26 PVC

- GENERAL SHEET NOTES
- All EL's shown Inv. E. (-)xxx', are distances down from indicated Water EL.
 - All EL's shown Inv. E. (+)xxx', are distances up from indicated Water EL.
 - All pipes shall slope to drain
~ Slope shall be uniform between Inv. EL's shown, unless otherwise required to prevent piping conflicts
 - Inv. EL's at structures, adjacent to equipment (basket strainers, pumps, etc.), are approximate and may vary per mfr.
~ Contractor shall verify
 - All piping through concrete structures shall be cast-in-place
~ No pipe sleeves or coring allowed
 - Coordinate all items with piping
~ Example...fence post footings, shade column footings, etc.
 - Tee fitting sizes shall match that of the largest connecting pipe size
 - Surface sprays shall be flush with the spray pad surface
 - Spray openings shall have a diameter of 1/2" or less, noncircular spray openings shall have a width of 1/2" or less.

NOTE:
All items specified on this sheet except for art structure footing, surface pavement and base materials are incidental to water feature, storage and treatment system/structure.

DESIGNED	REV	DESCRIPTION	DATE
JAB			
DRAWN			
SRS			
CHECKED			
JB			
BMI PROJ. NO.			
076.128279			

FILTER AREA KEY NOTES

- 112" Min. depth of structural fill
- 2Filter fabric between structural fill/existing subgrade, and entirely encase granular fill
- 312" Min. depth of granular fill
- 4General fill
- 5Precast wet pit with watertight pipe penetrations
- 642" x 42" Access hatch with concrete infill
- 7Manhole steps at 12" with ladder extension
- 812" Diameter x 7" deep sump
- 9Sump pump for wet pit ~ Install in wet pit only as needed during offseason ~ 1½" Discharge pipe with ball valve to 90 degree drain elbow ~ Quick connect between sump pump piping and discharge piping
- 10Low water cut-off float switch and baffle ~ Set cut-off at 18" above wet pit bottom ~ See Detail C-D.08
- 11Spray ground drain pipe to wet pit
- 12Butterfly valve with lever operator up high in wet pit for off-season water diversion to storm sewer ~ Valve normally open, closed for off-season
- 13Off-season water diversion pipe
- 14Butterfly valve with lever operator up high in valve box (or provide T-handle) for off-season water diversion to storm sewer ~ Valve normally closed, open for off-season
- 154" Offseason sump pump 90 degree drain elbow with cap ~ Remove cap for off-season ~ Set rim at El. 887.00
- 16Off-season water diverter and wet pit drain pipe to manhole on Sheet M.01
- 173" Recirc pump suction ~ 90 degree elbow down ~ Provide foot check valve, screen, and drain valve
- 18Piping routed below slab / grade
- 19Recirc pump with integral basket strainer on concrete base, valves on suction and discharge, and gauges on suction and discharge ~ 3" suction and 3" discharge ~ Flowmeter on pump discharge
- 203" Recirc pump discharge/filter influent
- 212'-6" Diameter fiberglass filter with multiport valve, air release valve, and filter pressure gauge
- 223" Filter effluent/recirc pipe
- 23Recirc/backwash isolation valve
- 24Connection to chemical controller
- 253" Connection to UV with isolation valve
- 26UV cylinder on concrete pad
- 27UV controller on FRP strut supports
- 28Inline strainer

- 293" Connection from UV with isolation valve
- 30UV bypass valve (normally closed)
- 31Recirc throttling valve
- 32Connection from muriatic acid feeder
- 33Connection from sodium hypochlorite feeder
- 343" Recirc effluent, discharge near water feature pump suction
- 353" Filter backwash discharge with ball valve for throttling ~ Route pipe to funnel with 12" air gap
- 364x6 Reducer funnel
- 374" Drain pipe from filter area to backwash pit
- 38Horizontal backwater valve
- 39Precast backwash pit
- 40Manhole ring and painted lid
- 41Manhole steps at 12"
- 42Grout 10" to 12" and provide sump at inverted drain tee
- 43Inverted drain tee with blind flange on end
- 444" Drain pipe from backwash pit to lift station
- 45Lift station ~ See Sheet M.05
- 46Chemical controller ~ See Detail A-D.08
- 47Sodium hypochlorite feeder ~ See Detail B-D.08
- 48Sodium hypochlorite drum ~ By Owner (N.I.C.)
- 49Muriatic acid feeder ~ See Detail B-D.08
- 50Muriatic acid drum ~ By Owner (N.I.C.)
- 51Emergency shower/eye wash provided with tepid water per OSHA ~ See MEP Sheets
- 522" Water supply to spray ground system ~ See MEP Sheets
- 53Isolation valve and backflow preventer
- 541" Water supply with isolation ball valve to Glo Mist Nano (city water)
- 552" wet pit water fill with isolation ball valve ~ Provide 12" air gap at fill funnel
- 561" wet pit water make-up with isolation ball valve, water level control solenoid valve, and water meter ~ Provide 12" air gap at fill funnel
- 574" Water fill and water make-up standpipe to wet pit ~ Extend 48" above floor and provide 4x6 reducer for fill funnel

- 582" Water make-up sensor standpipe to wet pit ~ Extend top of standpipe to 48" above floor and provide water level control sensor ~ Set water make-up at 24" above wet pit bottom
- 59Water level control box
- 604" Water feature pump suction adjacent to filter/recirc effluent ~ 90 degree elbow down ~ Provide foot check valve, screen, and drain valve
- 61Water features – Zone 1 pump with integral basket strainer on concrete base, valves on suction and discharge, and gauges on suction and discharge ~ 1" suction and 1" discharge ~ Flowmeter on pump discharge
- 62Water features – Zone 2 pump with integral basket strainer on concrete base, valves on suction and discharge, and gauges on suction and discharge ~ 1" suction and 1" discharge ~ Flowmeter on pump discharge
- 63Water features – Zone 3 pump with integral basket strainer on concrete base, valves on suction and discharge, and gauges on suction and discharge ~ 2" suction and 2" discharge ~ Flowmeter on pump discharge
- 64Water features – Zone 4 pump with integral basket strainer on concrete base, valves on suction and discharge, and gauges on suction and discharge ~ 4" suction and 4" discharge ~ Flowmeter on pump discharge
- 65Electrical note Feature pumps shall not operate if recirc pump is off
- 661" Water supply to Leaper Directional Jet No. 3 ~ Ball valve and solenoid valve
- 671" Water supply to Leaper Directional Jet No. 3 ~ Ball valve and solenoid valve
- 681" Water supply to Leaper Directional Jet No. 3 ~ Ball valve and solenoid valve
- 691" Water supply to Leaper Directional Jet No. 3 ~ Ball valve and solenoid valve
- 701" Water supply to Leaper – Directional Jet No. 3 ~ Ball valve and solenoid valve
- 711" Water supply to Leaper – Directional Jet No. 3 ~ Ball valve and solenoid valve
- 721" Water supply to Leaper – Directional Jet No. 3 ~ Ball valve and solenoid valve
- 731" Water supply to Leaper – Directional Jet No. 3 ~ Ball valve and solenoid valve
- 742" Water supply to Jet Stream No. 2 ~ Ball valve and solenoid valve
- 751" Water supply to Glo Mist Nano (city water) ~ Ball valve and solenoid valve
- 763" Water supply to Wave ~ Ball valve and solenoid valve
- 773" Water supply to Wave ~ Ball valve and solenoid valve
- 781" Water supply to Glo Mist Nano (city water) ~ Ball valve and solenoid valve
- 791" Water supply to Spray Link No. 1 ~ Ball valve and solenoid valve
- 801" Water supply to Spray Link No. 1 ~ Ball valve and solenoid valve
- 811" Water supply to Spray Link No. 1 ~ Ball valve and solenoid valve
- 82Water feature controller, lighting controller, and power source
- 83Water feature rain and wind sensor
- 841" Drain pipe and ball valve to wet pit

PUMP DATA								
Spray Ground Pump Description	Flow (gpm)	TDH (ft.)	(psi)	Shut-off Head (max.) (ft.)	Efficiency +/- 5%	HP	RPM	VFD
Recirc	100	60	26	68	82	2	3,600	Integral Variable Speed
Water Features - Zone 1	16	30	13	45	72	0.75	3,600	Integral Variable Speed
Water Features - Zone 2	16	30	13	45	72	0.75	3,600	Integral Variable Speed
Water Features - Zone 3	40	30	13	48	74	1	3,600	Integral Variable Speed
Water Features - Zone 4	205	35	15	55	76	5	3,600	Integral Variable Speed

FILTER DATA												
Location	Volume (gallons)	Recirc Rate (GPM)	Filter Size (dia.) (ft.)	Quantity or Cells	Filter Area Each (s.f.)	Filter Area Total (s.f.)	Filter Loading Rate (gpm/s.f.)	Average Turnover (hours)	Backwash Rate at 15 gpm*s.f. (gpm)	Backwash Time (minutes)	Backwash Volume Each (gal.)	Backwash Volume Total (gal.)
Spray Ground	3,000	100	2.50	2	4.91	9.81	10.19	0.50	74	5	368	736

MAXIMUM PIPE SUPPORT SPACING (Feet) **				
Pipe Size	Sch 80 PVC	Ductile Iron	Copper (L&K)	
½"	4.5	—	5.0	
¾"	4.5	—	5.0	
1"	5.0	—	6.0	
1¼"	5.0	—	7.0	
1½"	5.5	—	8.0	
2"	6.0	—	8.0	
2½"	6.0	—	9.0	
3"	7.0	—	10.0	
4"	7.5	*	12.0	
5"	—	—	13.0	
6"	9.0	*	14.0	
8"	9.5	*	16.0	
10"	10.0	*	18.0	
12"	11.5	*	19.0	
14"	—	*	—	
16"	—	*	—	

* Maximum support spacing of 20 Ft. Provide a minimum of 1 hanger as close as practical to the joint behind the bell, and at changes of direction and branch connections.

** Unless shown or noted otherwise

PIPING NOTES

1. Pipe type shall be Sch 80 PVC unless noted otherwise
2. All pumps to be mounted to concrete pads, and pumps shall be removable
3. Refer to Pool Mechanical Sheets for pipe types beyond the building
4. Pipe sizes are identified in inches on the drawings
5. Pipe connection hardware shall be S.S. within Pool Mechanical Room
6. Contractor shall provide and install unflanges/unions as req'd
7. Sch 80 PVC fittings may be solvent weld or flanged at Contractor's option
8. All piping and fittings at equipment (filters, pumps, valves, etc.) shall be flanged ~ PVC flanges at fittings shall be male type as shown
9. Refer to Maximum Pipe Support Spacing Schedule for frequency and spacing of pipe supports ~ At minimum, Contractor shall support piping as indicated on schedule which may require more supports than indicated on drawings
10. All pipe supports shall be 316 S.S. or FRP
11. All hardware shall be S.S.
12. Provide air release valve at all high loops in piping
13. All piping shall slope to drain by gravity
14. Provide drain valve at all low points in piping
15. Provide drain valve at normally closed solenoid valve or check valve, or provide true unions, to allow for winter drainage
16. All piping through concrete structures shall be cast-in-place ~ No pipe sleeves or coring allowed
17. Provide compound pressure gauge on all pump suctions
18. Provide pressure gauge on all pump discharges
19. All piping and conduit shall be mounted along wall, ceiling, etc. (not in foot traffic)



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BOLTON & MENK

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JB			
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CITY OF MARSHALLTOWN, IOWA

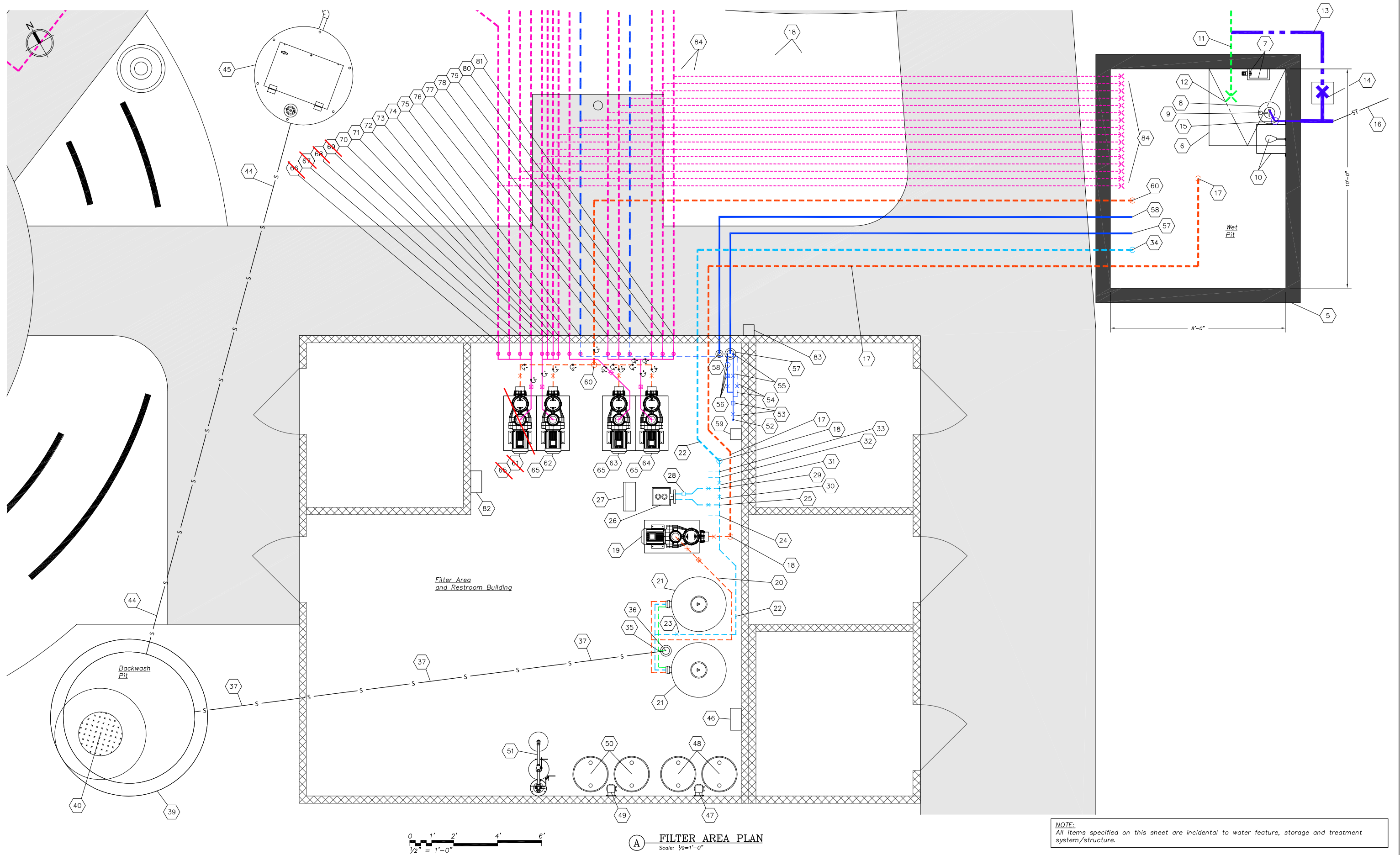
MEGA-10 PARK WATER PLAZA

FILTER AREA KEY NOTES AND DATA

SHEET

D.05

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NOTE:
All items specified on this sheet are incidental to water feature, storage and treatment system/structure.

waters edge
AQUATIC DESIGN
1155 Southwest Blvd., Suite 202
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www.WEDesignPool.com



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DRAWN	SR5			
CHECKED	JB			
BMI PROJ. NO.	0T6.128279			

CITY OF MARSHALLTOWN, IOWA
MEGA-10 PARK WATER PLAZA
FILTER AREA PLAN

SHEET
D.06

LEGEND:

TYPE 1 SEED

TYPE 1 SOD

CODE	QTY	BOTANICAL NAME	COMMON NAME	CALIPER	CONTAINER	# Removed Sidewalk Corner	# remain NW Area	# Removed SW Area
CANOPY TREES								
QB	2	QUERCUS BICOLOR	SWAMP WHITE OAK	2.5" CAL.	B&B			
SR	3	SYRINGA RETICULATA 'IVORY SILK'	IVORY SILK JAPANESE TREE LILAC	2.5" CAL.	B&B			
UA	2	ULMUS AMERICANA 'PRINCETON'	PRINCETON ELM	2.5" CAL.	B&B			
ORNAMENTAL GRASSES								
CA	57	CALAMAGROSTIS X ACUTIFLORA 'KARL FOERSTER'	KARL FOERSTER GRASS	N.A.	#1 CONT.			
SS	55	SCHIZACHYRIUM SCOPARIUM	LITTLE BLOSTEM	N.A.	#1 CONT.			
SH	56	SPOROBOLUS HETEROLEPIS	PRAIRIE DROPSEED	N.A.	#1 CONT.			
PERENNIALS								
AP	86	ALLIUM X 'PURPLE SENSATION'	PURPLE SENSATION ORNAMENTAL ONION	N.A.	#1 CONT.		-44	-40
AT	22	ASCLEPIAS TUBEROSA	BUTTERFLY MILKWEED	N.A.	#1 CONT.		-13	-9
AN	87	ASTER NOVAE-ANGLIAE 'PURPLE DOME'	NEW ENGLAND ASTER	N.A.	#1 CONT.	-10	-39	-38
CG	72	COREOPSIS GRANDIFLORA	TICKSEED	N.A.	#1 CONT.		-39	-33
CV	81	COREOPSIS VERTICILLATA	WHORLEDTICKSEED	N.A.	#1 CONT.		-39	-38
EP	83	ECHINACEA PURPUREA 'PAS702917'	POWWWOW® WILD BERRY CONEFLOWER	N.A.	#1 CONT.		-4	-38
EC	58	ECHINACEA X 'CANTALOUPE'	SUPREME™ CANTALOUPE CONEFLOWER	N.A.	#1 CONT.		-6	-34
MDP	20	MONARDA DIDYMA 'PARDON MY PINK'	PARDON MY PINK BEE BALM	N.A.	#1 CONT.	-11	-29	-29
PP	25	PHLOX PANICULATA 'BARTHIRTONE'	VOLCANO® RUBY GARDEN PHLOX	N.A.	N.A.		1	-14
RA	74	RUDBECKIA FULGIDA 'GOLDSTRUM'	BLACK-EYED SUSAN	N.A.	#1 CONT.		-39	-35
SN	50	SALVIA NEMOROSA 'MAY NIGHT'	MAY NIGHT MEADOW SAGE	N.A.	#1 CONT.		-29	-21
VP								
							-34	-25

total
REMOVED 31 361 316

REMOVE
PEBBLE

SITE FURNISHING KEYNOTES:

- ① SCULPTURE FOOTING (SEE STRUCTURAL SHEETS)
- ② CONC PEBBLE (SEE SHEET B.03)
- ③ BENCH TYPE 1 (SEE SHEET B.03)
- ~~④ BENCH TYPE 2 (SEE SHEET B.03)~~
- ⑤ BENCH TYPE 3 (SEE SHEET B.03)
- ⑥ SPADE CUT EDGE (SEE SHEET B.02)
- ⑦ DECORATIVE METAL PANELS (SEE SHEET B.03)
- ~~⑧ SIGN TYPE 1 (SEE SHEET B.07)~~
- ~~⑨ SIGN TYPE 2 (SEE SHEET B.07)~~
- ~~⑩ SIGN TYPE 3 (SEE SHEET B.07)~~
- ⑪ RESTROOM (SEE SHEET B.08)
- ⑫ LITTER RECEPTACLE (SEE SHEET B.03)
- ⑬ BIKE RACK (SEE SHEET B.03)
- ⑭ FREE STANDING RINSE STATION (SEE SHEET B.04)
- ⑮ WET PIT

All plants, trees,
and compost amended
topsoil will be done
by city parks staff.
put lawn in landscape
areas (add 0.09 acres)

We will relocate
two of the #5
benches to the
area where #4
bench was



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DES MOINES, IOWA 50309
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DESIGNED	REV	DESCRIPTION	DATE
BH			
BH/AC			
NW			
0T6.128279			

CITY OF MARSHALLTOWN, IOWA
WATER PLAZA AT MEGA-10 PARK
LANDSCAPING PLAN

SHEET
K.01

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HORIZ. SCALE FEET



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CITY OF MARSHALLTOWN, IOWA
MEGA-10 PARK WATER PLAZA
ELECTRICAL PLAN

SHEET

P.01

GENERAL NOTES:

- ELECTRICAL CONTRACTOR IS RESPONSIBLE FOR WIRING ALL PUMPS, FLOW AND LEVEL SENSORS, CONTROLLERS, ETC., PER MANUFACTURER'S MANUALS TO COMPLETE THE WORKING WATER FEATURE SYSTEM. COORDINATE LOW VOLTAGE WIRING CONNECTIONS WITH SPLASH PAD EQUIPMENT SUPPLIER FOR CONNECTIONS TO FLOAT SWITCH, LEVEL SENSORS, AND SOLENOID VALVES. REFER TO SHEETS D.07 AND D.08 SPLASH PAD EQUIPMENT DRAWINGS FOR ADDITIONAL INFORMATION.
- EXTERIOR LIGHT FIXTURES TO BE CONTROLLED BY AN EXTERIOR PHOTOCELL SENSOR MOUNTED ON THE MANUFACTURED RESTROOM BUILDING. S4 LIGHT FIXTURES ADDITIONALLY TO BE CONTROLLED BY TIMER. REFER TO THE LIGHTING CONTROL NARRATIVE ON SHEET P.04 FOR MORE INFORMATION.
- COORDINATE WITH UTILITY COMPANY FOR REMOVAL OF EXISTING ELECTRICAL SERVICE TO DEMO'D RESTROOM BUILDING. UNDERGROUND CONDUIT/CONDUCTORS MAY BE ABANDONED IN PLACE.

KEYNOTES:

- LIFT STATION PUMPS TO BE FED THROUGH PUMP CONTROLLER LOCATED IN PRE-MANUFACTURED BUILDING. PUMPS AND CONTROLLER PROVIDED AND INSTALLED BY OTHERS, WIRED BY E.C. (INCLUDING LOW VOLTAGE CONTROL WIRING TO FLOAT SENSORS FOR CONTROLS).
- PROVIDE 1" CONDUIT FROM THE SPLASH PAD CONTROLLER TO THE ACTUATOR BUTTON 'AB'. EACH CONTROLLER TO PROVIDE DEDICATED WIRING FOR INDIVIDUAL CONTROL BY LOCATION. BUTTON AND PEDESTAL PROVIDED AND INSTALLED BY OTHERS, WIRED BY E.C.
- LOAD CENTER PROVIDED WITH PRE-MANUFACTURED BUILDING. E.C. TO PROVIDE FEEDER TO PANEL. REFER TO RISER DIAGRAM 2/P.03 FOR ADDITIONAL INFORMATION.
- COORDINATE TRANSFORMER PAD WITH G.C. PROVIDE (2) 4" CONDUIT SWEEPS FOR PRIMARY CONNECTION BY UTILITY PER ALLIANT ENERGY STANDARDS. UTILITY TO PROVIDE PRIMARY CONDUIT AND CONDUCTORS FROM TRANSFORMER TO UTILITY DISTRIBUTION ON SOUTH END OF AQUATIC CENTER (NORTH OF PROJECT).
- COORDINATE WITH POOL EQUIPMENT SUPPLIER FOR 24V CONNECTIONS FROM CONTROLLER TO SENSORS AND CHEMICAL FEEDERS CONTROL.
- COORDINATE FINAL EQUIPMENT CONNECTION FOR WATER HEATER WITH PLUMBING CONTRACTOR PRIOR TO INSTALLATION. SIZES SHOWN ARE BASED OFF PRELIMINARY EQUIPMENT SELECTIONS.

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Project #: 124-012
bluestone
engineering

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Two Sign Lights removed from project

MINIMUM BRANCH CIRCUIT FEEDER SIZE
(RHW, THHW, THW, THWN, XHHW, XHWN,
USE, ZE) BASED ON NEC 2020 AT 75°C

TYPE	DESCRIPTION	MANUFACTURER	MODEL	WATTS	LIGHT SOURCE	POWER SUPPLY	MOUNTING	VOLT	ACCEPTABLE MANUFACTURERS
S1	POLE MOUNTED LIGHT FIXTURE, ONE RING SHAPED HEAD, 12" HEIGHT, TYPE V DISTRIBUTION, MINIMUM 2175 DELIVERED LUMENS, MATTE BLACK FINISH, 3" DIAMETER ALUMINUM POLE SUPPLIED WITH LIGHT FIXTURE, REFER TO DETAIL 4/P.03 SHEET FOR CONCRETE BASE	LANDSCAPE FORMS	C07S1-01	40 W	4000K LED	DRIVER	POLE	120 V	PRE APPROVED EQUAL
S2	DECORATIVE PEDESTRIAN BOLLARD, 47" HEIGHT, MINIMUM 1600 DELIVERED LUMENS, 71" DISTRIBUTION, BLACK FINISH, REFER TO DETAIL 1/P.03 SHEET FOR CONCRETE BASE	LIGMAN	UJE-10555	15 W	4000K LED	DRIVER	BOLLARD	120 V	PRE APPROVED EQUAL
S3	EXTERIOR LINEAR LED LIGHT, 4" LENGTH, 500 LUMENS PER FOOT, 60X120 OPTICS, AIMABLE KNUCKLE MOUNT, BLACK FINISH, 2" SETBACK FROM THE SIGNAGE, PROVIDE TWO MOUNTING BASES, REFER TO THE SHEET P.04 FOR CONCRETE BASE DETAILS.	HYDREL	4750L	22 W	4000K LED	DRIVER	GROUND	120 V	PRE APPROVED EQUAL
S4	6" DIAMETER IN-GRADE LIGHT FIXTURE, FACTORY SEALED, SUBMERGABLE HOUSING, #90K RATED, STAINLESS STEEL TRIM, 1400 DELIVERED LUMENS, 40" DISTRIBUTION	TARGETTI	KEPLERO MINI	14 W	4000K LED	DRIVER	IN GRADE	120 V	PRE APPROVED EQUAL

GENERAL ELECTRICAL SCHEDULE		
SYMBOL	DESCRIPTION	MANUFACTURER
	ELECTRICAL CONNECTION TO MISC. EQUIPMENT	EQUIPMENT FURNISHED AND INSTALLED BY OTHERS
PANEL 'PB'	BRANCH CIRCUIT PANELBOARD, 208/120V, 3-PHASE, 4-WIRE, NEMA 1 HOUSING, REFER TO PANEL SCHEDULES FOR DETAILS	SQUARE D NQ SIEMENS CUTLER-HAMMER GENERAL ELECTRIC
METER	METER SOCKET, COORDINATE WITH UTILITY	MILBANK AMERICAN MIDWEST POWER
DS-XXX A/B/C	DISCONNECT SWITCH, HEAVY DUTY, SIZE INDICATED ON PLANS (A/B/C) WHERE A = RATING IN AMPS, B = NUMBER OF POLES, C = NEMA RATING (E.G. 1 = NEMA 1), XXX = NAME OF LOAD SERVED	SQUARE D CLASS 3110 SIEMENS CUTLER-HAMMER GENERAL ELECTRIC
CT CABINET	CURRENT TRANSFORMER CABINET, COORDINATE WITH UTILITY	AMERICAN MIDWEST POWER OR EQUAL
CS-XXX A/B/C/D	COMBINATION STARTER CONTAINING FUSED DISCONNECT SWITCH AND NON-REVERSING NEMA STARTER (MINIMUM SIZE 0), VOLTAGE PER PLANS, XXX = NAME OF LOAD SERVED, HAND-OFF-AUTO AND RED "TRIP" PILOT LIGHT IN DOOR, A = FDS RATING IN AMPS, B = FDS NUMBER OF POLES, C = NEMA RATING, D = STARTER SIZE	SQUARE D CLASS 8502 SIEMENS CUTLER-HAMMER GENERAL ELECTRIC

SWITCH SUBSCRIPT SCHEDULE		
SUBSCRIPT	DESCRIPTION	MODEL NO.
DT	ASTRONOMICAL TIMER WITH PHOTOCELL INPUT, MINIMUM 2 ZONES OF CONTROL, 20A INTEGRAL RELAYS	TORK DLCA08BP APPROVED EQUAL

PHOTOCELL SCHEDULE		
SUBSCRIPT	DESCRIPTION	MODEL NO.
PC	ANALOG PHOTOCELL SENSOR, SUPPLIED WITH THE TIMER SWITCH	TORK EPC2 APPROVED EQUAL

SPECIALTY RECEPTACLE SUBSCRIPT SCHEDULE		
SUBSCRIPT	DESCRIPTION	MODEL NO.
14-30R	NEMA 14-30R RECEPTACLE, SURFACE MOUNTED, PROVIDE WITH WEATHER RESISTANT WHILE IN USE COVER	HUBBELL HBL9430A LEVITON PASS & SEYMOUR COOPER

City of Marshalltown
Marshalltown, Iowa
Water Plaza at Mega-10 Park



430 E Grand Ave
Suite 101
Des Moines, IA 50309

TABULATION OF BIDS

Bid Letting Date: Wednesday, ~~March~~ 20, 2024 @ 10:00 AM CDST
November

Real People. Real Solutions.

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

Item No.	Item Code	Description	Unit	Quantity	Engineer's Estimate Bolton & Menk, Inc.		Edge Commercial, LLC Grimes, Iowa		Woodruff Construction, Inc. Waterloo, Iowa	
					Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	2010-C	CLEARING AND GRUBBING	LS	1	\$5,000.00	\$5,000.00	\$4,600.00	\$4,600.00	\$4,041.00	\$4,041.00
2	2010-D-1	TOPSOIL, ON-SITE	CY	850	\$40.00	\$34,000.00	\$23.00	\$19,550.00	\$20.20	\$17,170.00
3	2010-D-2	TOPSOIL, COMPOST AMENDED	CY	90	\$85.00	\$7,650.00	\$150.00	\$13,500.00	\$85.87	\$7,728.30
4	2010-E	EXCAVATION, CLASS 10	CY	1960	\$25.00	\$49,000.00	\$18.00	\$35,280.00	\$15.15	\$29,694.00
5	2010-J	SUBBASE, TEMPORARY GRANULAR MATERIAL	SY	1615	\$24.00	\$38,760.00	\$31.00	\$50,065.00	\$27.28	\$44,057.20
6	2010-J	SUBBASE, MODIFIED, 4 INCHES	SY	520	\$14.00	\$7,280.00	\$12.00	\$6,240.00	\$10.10	\$5,252.00
7	2010-J	SUBBASE, MODIFIED, 24 INCHES	SY	929	\$70.00	\$65,030.00	\$57.00	\$52,953.00	\$50.51	\$46,923.79
8	2010-K-1	REMOVAL OF STRUCTURE, SANITARY LIFT STATION MANHOLE	EA	1	\$1,000.00	\$1,000.00	\$4,600.00	\$4,600.00	\$4,041.00	\$4,041.00
9	2010-M	COMPACTION TESTING	LS	1	\$5,000.00	\$5,000.00	\$4,600.00	\$4,600.00	\$4,996.00	\$4,996.00
10	4010-E	SANITARY SEWER SERVICE	EA	2	\$2,000.00	\$4,000.00	\$3,450.00	\$6,900.00	\$3,030.50	\$6,061.00
11	4020-A-1	STORM SEWER, TRENCHED, RCP, 15 INCH	LF	305	\$85.00	\$25,925.00	\$110.00	\$33,550.00	\$95.96	\$29,267.80
12	4020-A-1	STORM SEWER, TRENCHED, RCP, 24 INCH	LF	8	\$150.00	\$1,200.00	\$345.00	\$2,760.00	\$303.00	\$2,424.00
13	4020-C	LINEAR TRENCH DRAIN (LEAPING JET TROUGH)	LS	2	\$30,000.00	\$60,000.00	\$19,200.00	\$38,400.00	\$19,676.50	\$39,353.00
14	4030-B	PIPE APRON, RCP, 15 INCH	EA	1	\$2,500.00	\$2,500.00	\$4,600.00	\$4,600.00	\$4,040.00	\$4,040.00
15	4030-B	PIPE APRON, RCP, 24 INCH	EA	1	\$4,500.00	\$4,500.00	\$5,200.00	\$5,200.00	\$4,596.00	\$4,596.00
16	4040-A	SUBDRAIN, HDPE, 4 INCH	LF	220	\$60.00	\$13,200.00	\$23.00	\$5,060.00	\$20.20	\$4,444.00
17	4040-C-1	SUBDRAIN CLEANOUT, 4 INCH	EA	2	\$500.00	\$1,000.00	\$1,725.00	\$3,450.00	\$1,515.00	\$3,030.00
18	5010-E-1	WATER SERVICE PIPE, PVC, 2 INCH	LF	363	\$32.00	\$11,616.00	\$2.00	\$18,876.00	45.45	\$16,498.35
19	5010-E-1	WATER SERVICE PIPE (TRENCHLESS), PVC, 2 INCH	LF	230	\$100.00	\$23,000.00	\$144.00	\$33,120.00	\$126.27	\$29,042.10
20	5010-F	WATER SERVICE ABANDONMENT	EA	1	\$1,000.00	\$1,000.00	\$4,600.00	\$4,600.00	\$4,040.00	\$4,040.00
21	5020-B	TAPPING VALVE ASSEMBLY, 2 INCH	EA	1	\$2,500.00	\$2,500.00	\$7,475.00	\$7,475.00	\$6,566.00	\$6,566.00
22	6010-A	PACKAGE GRINDER LIFT STATION	EA	1	\$30,000.00	\$30,000.00	\$63,250.00	\$63,250.00	\$55,556.00	\$55,556.00
23	6010-A	WATER MAIN MANHOLE, SW-401	EA	1	\$6,000.00	\$6,000.00	\$18,400.00	\$18,400.00	\$16,162.00	\$16,162.00
24	6010-A	STORM SEWER OUTLET STRUCTURE	EA	1	\$9,000.00	\$9,000.00	\$9,200.00	\$9,200.00	\$8,081.00	\$8,081.00
25	6010-A	STORM MANHOLE, SW-402	EA	1	\$4,500.00	\$4,500.00	\$7,000.00	\$7,000.00	\$6,061.00	\$6,061.00
26	6010-X	SW-512, 18"	EA	1	\$3,000.00	\$3,000.00	\$3,700.00	\$3,700.00	\$3,232.00	\$3,232.00
27	7010-A	PAVEMENT, PCC, 5 INCH	SY	370	\$70.00	\$25,900.00	\$64.00	\$23,680.00	\$82.64	\$30,576.80
28	7010-A	PAVEMENT, PCC, 6 INCH REINFORCED (WET DECK)	SY	820	\$140.00	\$114,800.00	\$94.00	\$77,080.00	\$110.63	\$90,716.60
29	7010-A	NON-SKID RUBBERIZED COATING	SF	3290	\$15.00	\$49,350.00	\$33.00	\$108,570.00	\$6.91	\$22,733.90
30	7010-I	PCC PAVEMENT SAMPLES AND TESTING	LS	1	\$10,000.00	\$10,000.00	\$5,750.00	\$5,750.00	\$5,168.00	\$5,168.00
31	7030-A-1	REMOVAL OF SIDEWALK	SY	135	\$10.00	\$1,350.00	\$23.00	\$3,105.00	\$20.20	\$2,727.00
32	7040-A	FULL DEPTH PATCHES, PCC, 7 INCH	SY	23	\$120.00	\$2,760.00	\$340.00	\$7,820.00	\$202.04	\$4,646.92
33	8030-A	TEMPORARY TRAFFIC CONTROL	LS	1	\$15,000.00	\$15,000.00	\$8,970.00	\$8,970.00	\$3,030.00	\$3,030.00
34	9010-B	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING, TYPE 1 - PERMANENT LAWN	AC	0.59	\$3,500.00	\$2,065.00	\$8,000.00	\$4,720.00	\$8,283.05	\$4,887.00
35	9020-A	SOD	SQ	115	\$100.00	\$11,500.00	\$140.00	\$16,100.00	\$105.05	\$12,080.75
36	9030-B	PLANTS WITH WARRANTY, PERENNIAL GROUND COVER, (1 GAL)	EA	826	\$28.00	\$23,128.00	\$18.00	\$14,868.00	\$20.71	\$17,106.46
37	9030-B	PLANTS WITH WARRANTY, DECIDUOUS TREE	EA	7	\$750.00	\$5,250.00	\$1,240.00	\$8,680.00	\$702.00	\$4,914.00
38	9040-A-1	SWPPP PREPARATION	LS	1	\$5,000.00	\$5,000.00	\$3,450.00	\$3,450.00	\$960.00	\$960.00
39	9040-A-2	SWPPP MANAGEMENT	LS	1	\$5,000.00	\$5,000.00	\$8,050.00	\$8,050.00	\$2,980.00	\$2,980.00
40	9040-D-1	FILTER SOCK/WATTLE	LF	1150	\$4.00	\$4,600.00	\$4.00	\$4,600.00	\$2.63	\$3,024.50
41	9040-J	RIP RAP, CLASS E	TON	20	\$60.00	\$1,200.00	\$115.00	\$2,300.00	\$101.00	\$2,020.00
42	9040-N-1	SILT FENCE OR SILT FENCE DITCH CHECK	LF	200	\$4.00	\$800.00	\$6.00	\$1,200.00	\$6.06	\$1,212.00
43	9040-T-1	INLET PROTECTION DEVICE	EA	1	\$150.00	\$150.00	\$288.00	\$288.00	\$348.00	\$348.00
44	9040-V	END OF SEASON TEMPORARY EROSION CONTROL	AC	1	\$1,500.00	\$1,500.00	\$3,700.00	\$3,700.00	\$2,273.00	\$2,273.00
45	10010-A	DEMOLITION WORK - EXISTING RESTROOMS	LS	1	\$2,500.00	\$2,500.00	\$7,000.00	\$7,000.00	\$6,061.00	\$6,061.00

46	11020-A	MOBILIZATION	LS	1	\$135,000.00	\$135,000.00	\$337,775.00	\$337,775.00	\$365,312.00	\$365,312.00
47	11050-A	CONCRETE WASHOUT	LS	1	\$5,000.00	\$5,000.00	\$3,450.00	\$3,450.00	\$758.00	\$758.00
48	12010-X-X	FREESTANDING RINSE STATION	LS	1	\$20,000.00	\$20,000.00	\$8,500.00	\$8,500.00	\$11,327.00	\$11,327.00
49	12010-X-X	RESTROOM	LS	1	\$300,000.00	\$300,000.00	\$312,000.00	\$312,000.00	\$259,664.00	\$259,664.00
50	12010-X-X	BENCH TYPE 1 (CURVED BENCH, SINGLED SIDED)	EA	3	\$6,700.00	\$20,100.00	\$7,500.00	\$22,500.00	\$7,083.67	\$21,251.01
51	12010-X-X	BENCH TYPE 2 (CURVED BENCH, DOUBLE SIDED)	EA	1	\$30,000.00	\$30,000.00	\$33,400.00	\$33,400.00	\$29,485.00	\$29,485.00
52	12010-X-X	BENCH TYPE 3 (METAL BACKED BENCH)	EA	5	\$4,300.00	\$21,500.00	\$4,200.00	\$21,000.00	\$6,330.40	\$31,652.00
53	12010-X-X	LITTER RECEPTACLE	EA	2	\$2,770.00	\$5,540.00	\$2,370.00	\$4,740.00	\$2,123.00	\$4,246.00
54	12010-X-X	CONCRETE PEBBLE	EA	3	\$1,400.00	\$4,200.00	\$2,000.00	\$6,000.00	\$1,696.33	\$5,088.99
55	12010-X-X	DECORATIVE METAL PANEL	LF	155	\$400.00	\$62,000.00	\$181.00	\$28,055.00	\$265.51	\$41,154.05
56	12010-X-X	DECORATIVE ACRYLIC PANEL ATTACHMENT	LS	1	\$25,000.00	\$25,000.00	\$69,000.00	\$69,000.00	\$61,071.00	\$61,071.00
57	12010-X-X	SIGN TYPE 1 (PARK SIGN)	LS	2	\$15,000.00	\$30,000.00	\$12,100.00	\$24,200.00	\$11,515.00	\$23,030.00
58	12010-X-X	SIGN TYPE 2 (DONOR SIGN)	LS	1	\$12,000.00	\$12,000.00	\$54,000.00	\$54,000.00	\$54,385.00	\$54,385.00
59	12010-X-X	SIGN TYPE 3 (DONOR STORY SIGN)	LS	1	\$12,000.00	\$12,000.00	\$26,000.00	\$26,000.00	\$25,279.00	\$25,279.00
60	12010-X-X	BIKE RACK	EA	6	\$1,500.00	\$9,000.00	\$870.00	\$5,220.00	\$670.83	\$4,024.98
61	12010-X-X	WATER FEATURE AND TREATMENT SYSTEM	LS	1	\$606,000.00	\$606,000.00	\$418,000.00	\$418,000.00	\$585,024.00	\$585,024.00
62	12010-X-X	SCULPTURE FOOTING	LS	1	\$10,000.00	\$10,000.00	\$9,000.00	\$9,000.00	\$6,134.00	\$6,134.00
63	12030-X-X	ELECTRICAL CONDUIT/WIRING	LS	1	\$190,000.00	\$190,000.00	\$126,000.00	\$126,000.00	\$130,709.00	\$130,709.00
TOTAL BASE BID						\$2,194,854.00		\$2,275,700.00		\$2,279,418.50

DENOTES MATH ERROR

**RESOLUTION APPROVING SNYDER AND ASSOCIATES PROFESSIONAL
SERVICE AGREEMENT AMENDMENT NO. 3 FOR DESIGN AND CONSTRUCTION
FOR THE LINN CREEK TRAILHEAD AND BRIDGE PROJECTS, IN THE AMOUNT
OF \$85,000**

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 previously amended our agreement with Snyder and Associates for professional services for the final design, cost estimates, and bidding of the Linn Creek District Trailhead and Bridge; and

WHEREAS, the city would like Snyder and Associates to provide for construction phase engineering services for said project; 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 20th day of December 2024, and signed this ____ day of December 2024.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

MARSHALLTOWN

— I O W A —

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

TO: Mayor & City Council
FROM: Heather Thomas, Public Works Director (*Assisting Parks & Recreation*)
Carol Webb, City Administrator
DATE: December 20th, 2024
RE: Snyder Engineering Amendment - Destination Iowa - Linn Creek Trailhead & Bridge

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 that improves quality of life.

Recommendation: Approve engineering contract amendment for Snyder & Associates to provide for construction phase engineering services.

Budget Impact: \$85k as budgeted for in project expenses for Destination Iowa Project (see memo).

Description/Background: Snyder has submitted an agreement, attached, to provide for certain Construction Administration and Observation duties on the Trailhead and Bridge project. This work is not able to be performed in-house due to a combination of technical expertise and/or staff capacity.

We recommend approval of this engineering amendment.

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 & City Council
FROM: Heather Thomas, Public Works Director (*Assisting Parks & Recreation*)
Carol Webb, City Administrator
DATE: December 20th, 2024
RE: Destination Iowa - Linn Creek District Project Funding

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 that improves quality of life.

Recommendation: This memo provides financial information in relation to the projects as a whole that make up the four projects included in the City's submittal for Destination Iowa Funding for the Linn Creek District.

Budget Impact: Memo provided for information only.

Description/Background: The City and the MACC, along with community partners, teamed up to apply for and were successful in obtaining a \$2M Destination Iowa Grant for the Marshalltown Linn Creek District to include four projects:

Martha Ellen Tye Playhouse
Ann C. Keyser Trailhead
Emerson Pedestrian Bridge
Apgar Family Water Plaza

The MACC is taking the lead on the MET Playhouse project with an overall budget of \$1,953,000. Prior to applying for Destination Iowa Funds, the MACC had raised \$902,483 in funding for their project that was able to be leveraged as one piece to strengthen the joint grant application for Destination Iowa Funding.

The city is taking the lead on the Trailhead project, which will be located near the existing skate park & 6th St complex to take advantage of an existing parking lot and proximity to convergences of trails leading to the Legion Freedom Rock, Mega-10 Park, Linn Creek Recreational Trail, and trail sections that will link up to the Iowa's River Edge Trail. The Destination Iowa grant application was strengthened by the City Council's \$560,000 commitment with the 2022 GO Bond (Fund 364) and \$200,000 contribution from Ann C. Keyser through the city's partnership with Trails, Inc.

CITY COUNCIL

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



The city is taking the lead on the Pedestrian Bridge project, which will be located just south of the proposed trailhead and part of the 6th St Trail connection segment to the Legion's Freedom Rock. The pedestrian bridge will replace a former, deteriorated roadway bridge that was taken out of vehicle service when the 3rd St/6th St viaduct was constructed. Since that time, it has served as a bridge that pedestrians could cross; however, has deteriorated to the point where the city's bridge inspections have indicated low-count pedestrian load only with the anticipation needing to close in the near future for safety reasons related to its deterioration. The Destination Iowa grant application was strengthened by the City Council's \$700,000 commitment with the 2022 GO Bond (Fund 364). Due to proximity, the Trailhead and Bridge Project were combined into a single construction bid package. A resolution to award the infrastructure construction contract is on the December 20th, 2024 city council meeting agenda.

The city is taking the lead on the Water Plaza project, which will be located near Mega-10 to take advantage of existing recreational amenities in the vicinity, additional parking opportunities connected through short trail segments, and its proximity to the Aquatic Center, which is needed for personnel reasons for management of the recirculation requirements of the water feature. The Destination Iowa grant application was strengthened by the City Council's \$500,000 commitment with the 2022 GO Bond (Fund 364). A significant commitment was made to public engagement in this process, which ultimately transformed previous splash pad discussions into the current water plaza project. A resolution to award the infrastructure construction contract is on the December 20th, 2024 city council meeting agenda.

The Destination Iowa projects must be obligated by December 31st, 2024. The Destination Iowa project is looked at by the state as a whole, and not individual projects; therefore, carefully coordination and communication between the projects to understand funding needs and availability was needed. The Chamber and the Arts & Culture Alliance have taken the lead on private fundraising and additional grant applications for these Linn Creek District projects. Below is a summary of the overall project budget proposed:

Expenses

	MET Playhouse	Trailhead & Ped Bridge	Water Plaza
Conceptual & Design Engineering		267,800.00	296,400.00
Construction - Infrastructure Contract		1,895,933.00	1,887,325.00
Construction Contingency (~10%)		190,000.00	190,000.00
Budget Allowance - Rubberized Coating		0.00	55,000.00
Budget Allowance - Landscaping (By City)		10,000.00	7,500.00
Budget Allowance - Signage		0.00	50,000.00
Budget Allowance - Creative Placemaking		410,000.00	395,000.00
Misc Permits, Utility, Etc		7,700.00	5,710.00
Construction Phase Engineering		85,000.00	190,185.00
TOTAL	1,953,000.00	2,866,433.00	3,077,120.00
GRAND TOTAL	\$ 7,896,553.00		

CITY COUNCIL

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



Revenue / Projected Funding

Amount	Source
2,000,000.00	Destination Iowa Grant
1,760,000.00	City Funding - 2022 GO BOND, Fund 364 (\$500k splash pad, \$700k Bridge, \$560k Trailhead)
200,000.00	City/Trails Inc - Trailhead (Ann Keyser Contribution)
902,485.00	MACC MET Playhouse Funds Available Prior to Linn Creek Project Fundraising Effort
2,491,050.00	Linn Creek District Fundraising Effort – Secured Funds & Pledges ^(Note 1)
95,018.00	Chamber Funding Commitment ^(Note 1)
68,000.00	City ARPA Funds (Council Discussion Item 12/09/24; Formal Resolution 12/20/24)
380,000.00	City – Construction Contingency ^(Note 2)
\$ 7,896,553.00	TOTAL

Note 1: The Chamber and ACA will be presenting an update at the City Council meeting on December 20, 2024 on their fundraising efforts to date and continued plans, such as planned/outstanding grant applications along with individual and business requests.

Note 2: Phase 1 of the Riverview Park improvements was funded through Council's 2022 GO Bond in the amount of \$2.5M. The Riverview Park project is currently under construction with estimated project costs of \$1,992,074.20 and \$2,529,500.00 in funding allocated. The difference of \$537,426.00 is available for construction contingency on the Riverview Park project. The 2022 GO Bond is the source for funding for the Riverview Park project, as well as the water plaza, trailhead, and pedestrian bridge. City staff recommend that these contingency funds be allowed to be used for all of these parks/recreation projects. For budgeting purposes, we propose to show \$190,000 for contingency for the water plaza, \$190,000 for contingency for the trailhead/bridge, and the remaining \$157,426 for contingency on the Riverview Park project.

CITY COUNCIL

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



SUPPLEMENTAL AGREEMENT FOR ADDITIONAL SERVICES # 3

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 Construction Administration and Observation	
S&A Project Number: 124.0187.01	Original Agreement Date: January 25, 2024

DESCRIPTION OF ADDITIONAL SERVICES:

Refer to Attachment A – Scope of Services

- ☐ Lump Sum in the amount of: \$
- ☒ Hourly plus expenses per original agreement or attached fee schedule, estimated budget: \$85,000
- ☒ Document attached: Scope of Services and Fee Schedule

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:

Route executed to: RMV

EXHIBIT A**TRAILHEAD AND BRIDGE
CONSTRUCTION ADMINISTRATION AND OBSERVATION SERVICES**

CLIENT: CITY OF MARSHALLTOWN
24 N. CENTER STREET
MARSHALLTOWN, IOWA 50158

PROFESSIONAL: SNYDER & ASSOCIATES, INC.
2727 SW SNYDER BLVD
ANKENY, IOWA 50023

DATE: NOVEMBER 26, 2024

PROJECT DESCRIPTION

This Supplemental Agreement is to provide construction phase services for the Marshalltown Trailhead and Bridge project. The project was let successfully on November 21, 2024. Construction phase services for this project include construction administration assistance and part time construction observation. The project is intended to be substantially complete by October 1, 2025.

SCOPE OF SERVICES**I. TASK 1 – CONSTRUCTION ADMINISTRATION ASSISTANCE**

- A. Project Coordination – The PROFESSIONAL will provide overall project coordination for construction phase services and coordination with the CLIENT and contractor.
- B. Preconstruction Meetings – The PROFESSIONAL shall arrange and conduct preconstruction conferences with the CLIENT and contractor to review the contract requirements, details of construction, and work schedule prior to construction. Meeting minutes will be prepared and distributed by the PROFESSIONAL.
- C. Engineer/Landscape Architect Site Visits – This scope assumes that the Engineer/Landscape Architect on this project will make up to five site visits to review field conditions and meet with the contractor on an as-needed basis.

- D. Contractor Payment Requests – The PROFESSIONAL shall review the requests of the contractors for progress payments and shall approve a request, based on site observations, which authorizes payments and is a declaration that the contractor's work has progressed to the point indicated.
- E. Notification of Nonconformance – The PROFESSIONAL shall notify the CLIENT and contractor of any known work which does not conform to the construction contract, make recommendations to the CLIENT for the correction of nonconforming work and, at the request of the CLIENT, see that these recommendations are implemented by the contractor.
- F. Shop Drawings – The PROFESSIONAL shall review shop drawings, test reports, materials certifications, and other submissions from the contractor, for general compliance with the construction contract.
- G. Plan Revisions and Change Orders – If necessary, the PROFESSIONAL shall prepare plan revisions and change orders and make recommendations to the CLIENT for their acceptance. Change Orders must be reviewed by the Iowa DOT prior to approval.
- H. Substantially Complete and Final Site Observation – For each phase, the PROFESSIONAL shall perform a site observation to determine if the PROJECT is substantially complete according to the plans and specifications and make recommendation on final payment.
- I. Final Acceptance – It is understood that the CLIENT will accept any portion of the PROJECT only after recommendation by the PROFESSIONAL. Final acceptance of the PROJECT by the CLIENT shall not be deemed to release the contractor from responsibility for insuring that the work is done in a good and workmanlike manner, free of defects in materials and workmanship.

II. TASK 2 – VALUE ENGINEERING SERVICES AND DESIGN COORDINATION

- A. The CLIENT desires to adjust some of the scope of the construction to meet overall budgetary limitations for this project in the context of all the Linn Creek District projects. Work will include plan revisions to diminish quantities of retaining walls and other items to result in the preparation of a change order to reduce the overall project cost.
- B. The PROFESSIONAL will continue to assist the City in the coordination of certain design elements between different trades on the project. For example, further coordination is needed to ensure the bridge railings are incorporated into the truss bridge shop drawings in sufficient detail so that the need for field alterations is minimized.

III. TASK 3 - CONSTRUCTION OBSERVATION

- A. Observation – The PROFESSIONAL will provide a part-time Construction Observer to verify general compliance with the contract documents at intervals appropriate to the stage of construction.
- B. Pre-Construction Meetings – The PROFESSIONAL's observation staff will attend the preconstruction meetings and subsequent field meetings during construction as necessary.
- C. Storm Water Site Inspection – The PROFESSIONAL will review the site weekly with the contractor for compliance with the Storm Water Pollution Prevention Plan and note any deficiencies and corrective actions. This review shall not be constructed to imply that the PROFESSIONAL is responsible for compliance with the NPDES permit. This responsibility lies with the CLIENT, contractor, and co-permittees.
- D. Materials Review – The PROFESSIONAL will verify materials provided by the contractor are in accordance with the contract documents. The PROFESSIONAL reserves the right to reject any inappropriate or damaged materials delivered to or observed on the site. The PROFESSIONAL will verify inappropriate or damaged materials are not incorporated into project by observing destruction of materials on-site and/or the contractor hauling material off-site. The PROFESSIONAL will notify the CLIENT of inappropriate or damaged materials found at the site.
- E. Methods Review – If the PROFESSIONAL observes, or has reason to believe, the contractor's construction methods or materials used does not meet the specifications, then the PROFESSIONAL will immediately notify the CLIENT to determine the appropriate corrective measure(s) to be taken. This may include the CLIENT directing the contractor to stop work until the appropriate corrective measure(s) is determined.
- F. Activities Record – The PROFESSIONAL shall keep a record or log of contractor's activities observed during the site visits, including notation on the nature and cost of any extra work or changes ordered during construction. This includes basic periodic log reports, not including NPDES logs, identification of installed materials, observation of installation practices, overview of traffic control required for construction activities, and issuance for non-compliance, if required. Daily and weekly reports shall be uploaded to Doc Express.
- G. Traffic Control – The PROFESSIONAL shall review the Traffic Control put in place by the contractor for compliance with the Traffic Control Plan.

- H. Quantities – The PROFESSIONAL will measure and keep a record of contract quantities for payment applications and observe and document testing required of the contractor.
- I. Subgrade Check – The PROFESSIONAL shall spot check grading and subgrade preparation and review with the contractor any soft spots in the subgrade prior to paving.
- J. Paving Operations – The PROFESSIONAL will be on-site full time during paving operations. A pre-pour meeting shall be held prior to paving operations for the project.
- K. Construction Testing – The PROFESSIONAL shall coordinate the acceptance testing and monitoring. Compressive strength test cylinders will be required to be completed by an independent testing laboratory provided by the contractor. Moisture and density control tests, if required, will be required to be completed by an independent testing laboratory provided by the contractor.
- L. Punch List – The PROFESSIONAL will develop a final punch list, in consultation with the CLIENT and contractor, and verify completion of items for acceptance.
- M. Observation Services provide the CLIENT with representation at the job site during the Construction Phases of the PROJECT which results in increasing the probability that the PROJECT will be constructed in substantial compliance with the plans and specifications, and Contract Documents. However, such Observation Services do not guarantee the contractor's performance. Observation Services do not include responsibility for construction means, controls, techniques, sequences, procedures or safety used in the construction work.
- N. If the contractor requests a waiver of any provisions of the plans and specifications, the PROFESSIONAL will make a recommendation on the request to the CLIENT for their determination. No waiver shall be granted if such waiver would serve to reduce the quality of the final product. The CLIENT shall never be deemed to have authorized the PROFESSIONAL to consent to the use of defective workmanship or materials.

IV. COMPENSATION AND TERMS OF PAYMENT

The CLIENT shall pay the PROFESSIONAL in accordance with the terms and conditions of this Agreement.

The Construction Phase Services fee shall be based on Hourly Estimated fees and estimated reimbursable expenses as outlined in the PROFESSIONAL's Standard Fee Schedule. The current fee schedule is shown in Exhibit B. The charges from the Fee Schedule will be based on the fiscal year the charges occur. If the Contractor exceeds the estimated completion date used for this scope in completing construction of the PROJECT, or if change orders or project additions require additional working days added to the completion date, the PROFESSIONAL will be compensated for administration, observation and any other related services based upon current established hourly rates and fixed expenses outlined in the PROFESSIONAL's Standard Fee Schedule. Total fees of services shall not exceed the following amounts without approval of the CLIENT.

Project Task	Lump Sum
Task 1 – Construction Administration	\$12,600.00
Task 2 – Value Engineering Services and Design Coordination	\$5,000
Task 3 – Construction Observation	\$67,400.00
Total Estimated	\$85,000.00

Total fees for services shall not exceed the above total without approval of the CLIENT. If the PROFESSIONAL anticipates that actual costs will exceed estimated costs, or additional services are necessary, the PROFESSIONAL shall immediately notify the CLIENT, in writing, of such proposed increase and the reasons, therefore. The CLIENT shall thereupon review such proposed increase and either accept or reject it.

V. ADDITIONAL SERVICES

The CLIENT may request Additional Services from the PROFESSIONAL that are not included in the Scope of Services as outlined. Authorization for additional services shall be evident by the CLIENT in writing in the form of a supplemental agreement. Any item requested by the CLIENT that expands the scope of the project and work to be completed may be considered additional services. Additional Services may include, but not be limited to:

1. Client requested significant PROJECT revisions.
2. Additional engineer site visits in addition to those specified herein.
3. Any construction phase services provided herein beyond the contract completion date.
4. Testing fees.

Upon initiation of Additional Services, the PROFESSIONAL will submit the estimated cost. Such costs will be based on the current hourly rates and fixed expenses as outlined in the PROFESSIONAL's current Standard Fee Schedule.

EXHIBIT B

SNYDER & ASSOCIATES | 2025 STANDARD FEE SCHEDULE

Professional | Engineer, Landscape Architect, Land Surveyor, GIS, Environmental Scientist, Project Manager, Planner, Archaeologist, Right-of-Way Agent, Graphic Designer

BILLING CLASSIFICATION/LEVEL	BILLING RATE
Principal II	\$269.00/hour
Principal I	\$246.00/hour
Senior	\$225.00/hour
VIII	\$206.00/hour
VII	\$194.00/hour
VI	\$185.00/hour
V	\$173.00/hour
IV	\$159.00/hour
III	\$147.00/hour
II	\$133.00/hour
I	\$120.00/hour

Technical | CAD, Survey, Construction Observation

BILLING CLASSIFICATION/LEVEL	BILLING RATE
Lead	\$156.00/hour
Senior	\$150.00/hour
VIII	\$139.00/hour
VII	\$129.00/hour
VI	\$116.00/hour
V	\$105.00/hour
IV	\$95.00/hour
III	\$85.00/hour
II	\$78.00/hour
I	\$69.00/hour

Administrative

BILLING CLASSIFICATION/LEVEL	BILLING RATE
II	\$80.00/hour
I	\$66.00/hour

Reimbursables

BILLING CLASSIFICATION/LEVEL	BILLING RATE
Mileage	<i>Current IRS Standard Rate</i>
Outside Services	<i>As Invoiced</i>

**RESOLUTION APPROVING BOLTON AND MENK PROFESSIONAL SERVICE
AGREEMENT AMENDMENT NO. 3 FOR DESIGN AND CONSTRUCTION FOR THE
LINN CREEK WATER PLAZA, IN THE AMOUNT OF \$190,185**

WHEREAS, the City Council of Marshalltown entered into an agreement with Bolton and Menk for the preliminary design and cost estimates for a Water Plaza in the Linn Creek District; and

WHEREAS, the City amended the agreement for Bolton and Menk to provide final design and assistance during the bidding process for the Water Plaza in the Linn Creek District; and

WHEREAS, the City would like to award the project and is requesting amending the contract with Bolton and Menk for the necessary professional services for the construction phase engineering phase of the water plaza project in the Linn Creek District.

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 a contract amendment for professional services with Bolton and Menk.

Passed on this 20th day of December 2024, and signed on this _____ day of December 2024.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

MARSHALLTOWN

— I O W A —

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

TO: Mayor & City Council
FROM: Heather Thomas, Public Works Director (*Assisting Parks & Recreation*)
Carol Webb, City Administrator
DATE: December 20th, 2024
RE: Bolton & Menk Engineering Amendment - Destination Iowa - Linn Creek Water Plaza

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 that improves quality of life.

Recommendation: Approve engineering contract amendment for Bolton & Menk to provide for construction phase engineering services.

Budget Impact: \$90,185 as budgeted for in project expenses for Destination Iowa Project (see memo).

Description/Background: Bolton & Menk has submitted an agreement, attached, to provide for certain Construction Administration and Observation duties on the Water Plaza project. This work is not able to be performed in-house due to a combination of technical expertise and/or staff capacity.

We recommend approval of this engineering amendment.

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 & City Council
FROM: Heather Thomas, Public Works Director (*Assisting Parks & Recreation*)
Carol Webb, City Administrator
DATE: December 20th, 2024
RE: Destination Iowa - Linn Creek District Project Funding

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 that improves quality of life.

Recommendation: This memo provides financial information in relation to the projects as a whole that make up the four projects included in the City's submittal for Destination Iowa Funding for the Linn Creek District.

Budget Impact: Memo provided for information only.

Description/Background: The City and the MACC, along with community partners, teamed up to apply for and were successful in obtaining a \$2M Destination Iowa Grant for the Marshalltown Linn Creek District to include four projects:

Martha Ellen Tye Playhouse
Ann C. Keyser Trailhead
Emerson Pedestrian Bridge
Apgar Family Water Plaza

The MACC is taking the lead on the MET Playhouse project with an overall budget of \$1,953,000. Prior to applying for Destination Iowa Funds, the MACC had raised \$902,483 in funding for their project that was able to be leveraged as one piece to strengthen the joint grant application for Destination Iowa Funding.

The city is taking the lead on the Trailhead project, which will be located near the existing skate park & 6th St complex to take advantage of an existing parking lot and proximity to convergences of trails leading to the Legion Freedom Rock, Mega-10 Park, Linn Creek Recreational Trail, and trail sections that will link up to the Iowa's River Edge Trail. The Destination Iowa grant application was strengthened by the City Council's \$560,000 commitment with the 2022 GO Bond (Fund 364) and \$200,000 contribution from Ann C. Keyser through the city's partnership with Trails, Inc.

CITY COUNCIL

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



The city is taking the lead on the Pedestrian Bridge project, which will be located just south of the proposed trailhead and part of the 6th St Trail connection segment to the Legion's Freedom Rock. The pedestrian bridge will replace a former, deteriorated roadway bridge that was taken out of vehicle service when the 3rd St/6th St viaduct was constructed. Since that time, it has served as a bridge that pedestrians could cross; however, has deteriorated to the point where the city's bridge inspections have indicated low-count pedestrian load only with the anticipation needing to close in the near future for safety reasons related to its deterioration. The Destination Iowa grant application was strengthened by the City Council's \$700,000 commitment with the 2022 GO Bond (Fund 364). Due to proximity, the Trailhead and Bridge Project were combined into a single construction bid package. A resolution to award the infrastructure construction contract is on the December 20th, 2024 city council meeting agenda.

The city is taking the lead on the Water Plaza project, which will be located near Mega-10 to take advantage of existing recreational amenities in the vicinity, additional parking opportunities connected through short trail segments, and its proximity to the Aquatic Center, which is needed for personnel reasons for management of the recirculation requirements of the water feature. The Destination Iowa grant application was strengthened by the City Council's \$500,000 commitment with the 2022 GO Bond (Fund 364). A significant commitment was made to public engagement in this process, which ultimately transformed previous splash pad discussions into the current water plaza project. A resolution to award the infrastructure construction contract is on the December 20th, 2024 city council meeting agenda.

The Destination Iowa projects must be obligated by December 31st, 2024. The Destination Iowa project is looked at by the state as a whole, and not individual projects; therefore, carefully coordination and communication between the projects to understand funding needs and availability was needed. The Chamber and the Arts & Culture Alliance have taken the lead on private fundraising and additional grant applications for these Linn Creek District projects. Below is a summary of the overall project budget proposed:

Expenses

	MET Playhouse	Trailhead & Ped Bridge	Water Plaza
Conceptual & Design Engineering		267,800.00	296,400.00
Construction - Infrastructure Contract		1,895,933.00	1,887,325.00
Construction Contingency (~10%)		190,000.00	190,000.00
Budget Allowance - Rubberized Coating		0.00	55,000.00
Budget Allowance - Landscaping (By City)		10,000.00	7,500.00
Budget Allowance - Signage		0.00	50,000.00
Budget Allowance - Creative Placemaking		410,000.00	395,000.00
Misc Permits, Utility, Etc		7,700.00	5,710.00
Construction Phase Engineering		85,000.00	190,185.00
TOTAL	1,953,000.00	2,866,433.00	3,077,120.00
GRAND TOTAL	\$ 7,896,553.00		

CITY COUNCIL

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



Revenue / Projected Funding

Amount	Source
2,000,000.00	Destination Iowa Grant
1,760,000.00	City Funding - 2022 GO BOND, Fund 364 (\$500k splash pad, \$700k Bridge, \$560k Trailhead)
200,000.00	City/Trails Inc - Trailhead (Ann Keyser Contribution)
902,485.00	MACC MET Playhouse Funds Available Prior to Linn Creek Project Fundraising Effort
2,491,050.00	Linn Creek District Fundraising Effort – Secured Funds & Pledges ^(Note 1)
95,018.00	Chamber Funding Commitment ^(Note 1)
68,000.00	City ARPA Funds (Council Discussion Item 12/09/24; Formal Resolution 12/20/24)
380,000.00	City – Construction Contingency ^(Note 2)
\$ 7,896,553.00	TOTAL

Note 1: The Chamber and ACA will be presenting an update at the City Council meeting on December 20, 2024 on their fundraising efforts to date and continued plans, such as planned/outstanding grant applications along with individual and business requests.

Note 2: Phase 1 of the Riverview Park improvements was funded through Council's 2022 GO Bond in the amount of \$2.5M. The Riverview Park project is currently under construction with estimated project costs of \$1,992,074.20 and \$2,529,500.00 in funding allocated. The difference of \$537,426.00 is available for construction contingency on the Riverview Park project. The 2022 GO Bond is the source for funding for the Riverview Park project, as well as the water plaza, trailhead, and pedestrian bridge. City staff recommend that these contingency funds be allowed to be used for all of these parks/recreation projects. For budgeting purposes, we propose to show \$190,000 for contingency for the water plaza, \$190,000 for contingency for the trailhead/bridge, and the remaining \$157,426 for contingency on the Riverview Park project.

CITY COUNCIL

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



**AMENDMENT #003 TO AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF MARSHALLTOWN AND BOLTON & MENK, INC.**

This AMENDMENT #003 ("Amendment") to the original Agreement for Professional Services between The City of Marshalltown ("OWNER") and Bolton & Menk, Inc. ("ENGINEER") dated August 12th, 2022 (the "Agreement") is made and entered into on this _____ day of October, 2024.

WHEREAS, OWNER has engaged ENGINEER, pursuant to the Agreement, to furnish OWNER with engineering, design, procurement, and construction services in connection with the Interactive Community Water Feature Project (the "Project");

WHEREAS, OWNER and ENGINEER have agreed to amend the Agreement as set forth in this Amendment and subject to the terms and conditions of this Amendment; and,

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. SCOPE ATTACHMENT. The Scope Attachment is attached and incorporated herein by reference as Exhibit A. If the OWNER requests or ENGINEER performs additional services for the Project, ENGINEER shall make such request to OWNER in writing, setting forth any changes or additions to the Scope of the Agreement, including any additional deliverables requested for the Project in Exhibit A.

2. FEE ATTACHMENT. The Fee Attachment is attached and incorporated herein by reference as Exhibit B. If the ENGINEER requests additional fees for the services for the Project or for services performed pursuant to Exhibit A, ENGINEER shall make such request to OWNER in writing, setting forth any changes in fees and all fees associated with such additional services, in the same or substantially similar format as Exhibit B. If OWNER agrees to the change in scope or fees proposed by ENGINEER in writing, the parties will adjust the Maximum Fee to account for such changes. No claim for extra services performed by ENGINEER will be allowed by OWNER except as provided in this Amendment nor will ENGINEER perform any services or work not previously approved by OWNER except upon receipt of a written amendment.

3. Additional Forms. Exhibits A and B are attached and incorporated into the Agreement.

4. All Other Terms and Conditions of the Agreement. Any conflict or inconsistency as to terms set forth in this Amendment and the Agreement or other writing will be governed by this Amendment.

IN WITNESS WHEREOF, the parties have caused this AMENDMENT #003 to be executed by their duly authorized representatives on the dates written below.

City of Marshalltown

SIGNED: _____

NAME: _____

TITLE: _____

DATE: _____

BOLTON & MENK, INC.

SIGNED:  _____

NAME: Casey Byers

TITLE: Principal Landscape Architect

DATE: 10/23/2024

EXHIBIT A – SCOPE ATTACHMENT TO AMENDMENT #003

This **SCOPE ATTACHMENT** is part of **AMENDMENT #003** to the Agreement. Unless otherwise agreed to in writing by the parties, any conflict or inconsistency as to the terms set forth in the Amendment and the Agreement shall be governed by the Amendment

TASK 8: SUBCONSULTANT MANAGEMENT

Additional fee is added to Task 8 for construction administration services for Bolton & Menk's subconsultants Waters Edge Aquatic Design and KEDbluestone.

TASK 10: CONSTRUCTION ADMINISTRATION (NEW TASK)

Project duration will extend beyond bidding services completed in November 2024. Construction will begin in November 2024 and complete in November 2025. Contract administration services will continue to November 2025.

The **CONSULTANT** shall provide construction administration and inspection services for the project. The items described below are the major tasks to complete the construction administration and inspection services. Inspection staff provided by the **CONSULTANT** shall have the required IDOT certifications for the type of inspection work being performed. The **CONSULTANT** is responsible for completing all construction administration and inspection work necessary to ensure the project is constructed in accordance with the approved plans and specifications.

10.1 Pre-construction Conference

The **CONSULTANT** shall conduct a pre-construction conference with the Contractor, **OWNER**, utility companies, affected entities, and all interested parties to review the contract requirements, details of construction, utility coordination, and work schedule. Meeting minutes shall be prepared and distributed by the **CONSULTANT**.

10.2 Design Interpretation Questions

The **CONSULTANT** shall answer design interpretation questions from the **OWNER**, contractor, inspector, utilities, and review agencies, and shall not be managed as an hourly allowance item.

10.3 Onsite Inspection

The **CONSULTANT** shall provide an onsite inspector for the project to ascertain the progress and quality of work, to determine if the work is being performed in accordance with the contract documents, and to document construction activities in a daily observation report, bid item logs, reports, and other forms as required to provide a complete and thorough record of the construction activities. The inspector shall conduct required on-site sampling and testing except as noted in Section 10.4 below, make measurements of completed work in accordance with the method of measurement requirements of the contract documents, and record said measurements on a daily basis. The inspector shall verify that all materials incorporated into the project have required certifications, tests and/or approvals, and that said

materials conform to the requirements of contract documents. The inspector shall prepare the daily observation report to be submitted weekly to the **OWNER**. The daily observation report shall include controlling operation of work, record of work completed, contractors or subcontractors onsite, quantities of construction completed that day, quantities of construction completed to date, and weather. Construction inspection services do not include responsibility for the contractor's construction means, controls, techniques, sequences, procedures, and safety, unless said items are required of the contractor in the contract documents.

10.4 Contractor Payment Requests

The **CONSULTANT** shall prepare progress payment applications based upon its review of construction progress by on-site observation and make a recommendation to the **OWNER** for payment of the appropriate amount for work completed since the last payment application. Payment applications shall be in a format approved by the **OWNER**. Prior to preparing a payment, the **CONSULTANT** shall review all material testing and certifications on the project and only recommend payment for items that have acceptable material documentation on file.

10.5 Extra Work and Change Orders

The **CONSULTANT** shall review and provide recommendations for extra work requests or changes in the scope of work. Prior to starting extra work, the **CONSULTANT** shall negotiate and prepare change orders for approval by the **OWNER**.

10.6 Minor Plan Modifications

The **CONSULTANT** shall provide minor design modifications as required during construction. It is anticipated this would include items such as adjustments to fit changed field conditions, changes in staging, and modifications to avoid utilities, etc. The **CONSULTANT** shall negotiate Major Plan Modifications required due to unforeseen field conditions with the **OWNER** and receive approval by the **OWNER** prior to making design plan changes.

10.7 Notification of Nonconformance

On the basis of on-site observations as a design professional, the **CONSULTANT** shall keep the **OWNER** informed of the progress and quality of the work and shall guard the **OWNER** against defects and deficiencies in the work. The **CONSULTANT** shall notify the **OWNER** of any work which is unsatisfactory, faulty, defective, incomplete or does not conform to the contract documents, advise and recommend action required to correct or complete such unsatisfactory, faulty, defective or incomplete work and, at the request of the **OWNER**, see that these recommendations are implemented by the Contractor.

10.8 Waiver of Provisions

If the Contractor requests a waiver of any provisions of the plans and specifications, the **CONSULTANT** will make a recommendation on the request to the **OWNER** for its determination. No waiver shall be granted if such waiver would serve to reduce the quality of the final product. The **OWNER** shall never be deemed to have authorized the **CONSULTANT** to consent to the use of defective workmanship or materials.

10.9 Periodic Site Observation

The **CONSULTANT's** Engineer and/or Landscape Architect shall make periodic visits to the construction site at intervals appropriate to the stage of construction to (a) observe the progress, (b) review the quality of the work, and (c) determine if the construction work conforms to the drawings and specifications in the construction contract. Periodic Site Observation is assumed 24 total hours per week for 180 working days and 36 total active weeks of construction. If the construction process requires additional time per week or

the duration of the construction phase extends beyond 36 total weeks, the **CONSULTANT** will notify the **CLIENT** and additional services may be requested. The project completion date is November 15th, 2025.

10.10 Materials Certifications and Testing

The **CONSULTANT** shall review and verify that all materials incorporated into the project have the required certifications, tests and/or approvals, and that said materials conform to the requirements of Contract Documents. The **CONSULTANT** shall coordinate and review all testing, including the testing services provided by the **CONTRACTOR**.

10.11 Construction Progress Meetings

The **CONSULTANT** shall coordinate and conduct construction progress meetings with the contractor, inspector, **OWNER**, and other interested parties. The meetings shall be held every two weeks, or as otherwise mutually agreed upon.

10.12 Final Inspection and Punch List; Final Acceptance

The **CONSULTANT** shall complete a final inspection and prepare a punch list of uncompleted items. On the basis of such inspection, the **CONSULTANT** shall determine if the project is substantially complete in accordance with the plans and specifications and shall make a recommendation to the **OWNER** regarding final payment. It is understood that the **OWNER** will accept the project only after recommendation by the **CONSULTANT**.

10.13 As-built Plans

After the construction work has been completed, the **CONSULTANT** shall provide a .pdf as-built plan for the project. As-built plans shall be prepared by the **CONSULTANT** as per the requirements of Section 2.72 of the Iowa Department of Transportation Construction Manual.

10.14 Project Close-out

At the end of the project, the **CONSULTANT** shall review the inspection, testing and material documentation to ensure compliance with **OWNER** acceptance requirements. The **CONSULTANT's** Engineer and/or Landscape Architect registered in the State of Iowa shall certify that the project has been completed in accordance with the contract documents. The **CONSULTANT** shall also complete all paperwork required for final acceptance by the **OWNER** and shall provide the **OWNER** with all original construction-related documentation at completion of the project.

EXHIBIT B – FEE ATTACHMENT

This **FEE ATTACHMENT** is part of **AMENDMENT #003** to the Agreement. Unless otherwise agreed to in writing by the parties, any conflict or inconsistency as to the terms set forth in the Amendment and the Agreement shall be governed by the Amendment.

1. The parties agree to the following additional services to complete the Project, as set forth below:

AMENDMENT (SERVICES AND DELIVERABLES)		Amount
Task 8	SUBCONSULTANT MANAGEMENT	\$20,185.00
Task 10	CONSTRUCTION ADMINISTRATION	\$170,000.00
THIS AMENDMENT Sub-Total		\$190,185.00
	(Less Reduction in Fee -if any)	
THIS AMENDMENT TOTAL		\$190,185.00

AMENDMENT (IMPACT TO BUDGET)		
ORIGINAL AGREEMENT		\$50,000.00
PREVIOUS AMENDMENT #001	Final Design of Water Plaza	\$226,400.00
PREVIOUS AMENDMENT #002	Package Lift Station	\$20,000.00
AMENDMENT #003 CHANGE (10/23/2024)	Construction Administration Services	\$190,185.00
NEW PROJECT TOTAL, MAXIMUM FEE, NOT TO EXCEED		\$486,585.00

ORDINANCE 15097

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA, CHAPTER 156: ZONING

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

WHEREAS, the City Council has identified various provisions of Chapter 156 requiring 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. Table 156.B.005-1 shall be amended, by adding the following lot and building standards for the Public/Institutional (PI) Zoning District:

Table 156.B.005-1 Nonresidential and Mixed-Use District Lot and Building Standards (See Figures 156.B.005-1 and -2, below)										
Housing/ Building Type ¹	Maximum Gross Density (Units/Acre)	Common Civic or Open Space/ Landscape Surface Area Ratio ²	Minimum Lot ³		Maximum Building		Minimum/Maximum Setbacks ⁴			
Graphic Legend			Area	Width	Height	Frontage Build Out	Front	Side Street	Side ^{5, 6}	Rear ⁶
			A	B	C	D	E	F	G	H
PI - Public and Institutional										
All Other Group Living Uses	21.5	N/A	6,000 Sq. Ft.	60 ft.	45 ft.	N/A	30 ft.	10 ft.	5 ft.	25 ft.
Permitted Nonresidential Uses	N/A	15%	6,000 Sq. Ft.	60 ft.	75 ft. ¹	100%	25 ft. ¹	8 ft. ¹	7 ft. ¹	10 ft. ¹
Note ¹ : These maximums and minimums are set generally for the PI District. Based upon the use that is proposed to be developed, the Zoning Administrator may recommend an adjustment to the requirements to the Planning and Zoning Commission and Zoning Board of Adjustments for a variance that allows development as needed to best benefit the community, protect the use of surrounding properties, preclude nuisances, and to minimize any negative impacts of the proposed use.										

Section 2. Amendment. Table 156.C.003-1 shall be amended, by changing Vehicle Fuel Stations from a permitted use (P) to a special use (S) in the Urban Core (UC) Zoning District; by changing Ground-Mounted Solar Arrays (Accessory Use) from prohibited (--) to a special use (S) in the Nonresidential Public/Institutional (PI) Zoning District; and by further indicating in the table notes that Vehicle Fuel Stations shall be prohibited (--) in portions of the Urban Core (UC) Zoning District encompassed by the Historic District Overlay (UC-HD).

Section 3. Amendment. The title of Section 156.C.005(H) “Standard for solar panel arrays (principal use),” shall be superseded and replaced as follows: “Standards for in-ground solar panel arrays.”

Section 4. Amendment. Section 156.C.005(H)(1) shall be amended by adding the following subsection (I):

“(l) Location. The setback from any residential dwelling unit shall be 300 feet from the nearest edge of the Solar Panel Array.

1. Exemption. If the property owner of the nearest residential dwelling unit allows, the Solar Panel Array may be developed within 300 feet of the structure while still adhering to all other requirements of the In-Ground Solar Panel Array use. If this exemption is utilized, a Landscape Bufferyard Type B or completely opaque fence may be requested by the owner of the residential dwelling unit and thus required between the In-Ground Solar Panel Array and property of the residential dwelling unit. This opaque buffer can also meet the standards for (h) Fencing as long as all other requirements of that standard are met. Confirmation with City Staff from the property owner will be needed to grant this exception.”

Section 5. Amendment. Section 156.C.007(G)(1)(d) shall be amended by adding the following subsection 12:

“12. *Employees.* The home-based business allows one (1) employee to work and assist in the home-based business that does not reside on the premises. All other employees must reside on the premises.”

Section 6. Amendment. Section 156.C.007(G) shall be amended by adding the following subsection (f):

“(f) *Violation.* Any home-based business that does not abide by the requirements set forth within this Zoning Ordinance, operates without being registered, or falls out of compliance with this Zoning Ordinance shall be subject to the Violation and Penalty section of this Zoning Ordinance. This includes fines being levied after written documentation is sent to the residents to abate violations of this Zoning Ordinance. If a home-based business operates without regard to the requirements of this Zoning Ordinance or registration previously obtained, they be subject to penalty along with revocation of their registration and termination of the home-based business. A fine of one hundred (\$100.00) dollars will be levied for each offense. Each day that the home-based business is considered to be non-compliant, not operating within the requirements of this Zoning Ordinance, or ceases to terminate business as ordered will constitute separate offenses.

Section 7. Amendment. Section 156.C.007(G) shall be amended by adding the following subsection (4):

“(4) *Swimming pools.*

(a) General regulations.

1. Permits Required. No swimming pool shall be constructed, excavated or established in the City without first obtaining a Building Permit therefor. An application for a permit shall be submitted through the Building Permit process to the City which includes the type and size of pool, together with a site plan containing the following information:

Location of pool; location of all structures on the building lot including house, garage, fencing or other improvements; location of pumps, filter, wiring, protective fencing, back flush and drainage outlets, grading plans and finish elevation around the pool; location of existing underground or overhead wiring, utility easements, trees and similar features; together with location of structures on adjacent lots.

A. Exceptions. Temporary Above Ground Swimming Pools are exempt from this permit requirement.

2. Fees. Normal Building Permit fees shall be charged as currently done through the Building Permit review process for an accessory use structure.
3. Enforcement of Provisions. The Zoning Administrator and Building Inspector, or duly authorized representative, shall be charged with enforcement of this Section. Any pool erected and in use before the adoption of this code is considered a legal non-conforming swimming pool.
4. Penalty. Any person violating the provisions of this Section shall be guilty of a Code Violation and subject to the payment of a maximum fine of one-thousand two hundred fifty dollars (\$1,250.00). If the person violating this section of the code does not remedy the issue after contact with the city and initial fine, then they'll receive an additional code violation for each day that the requirements of this code are not met and accumulate an additional fine of a maximum of one hundred dollars (\$100.00) for each separate violation.

(b) Minimum regulations.

1. Pools shall not be located within ten (10) feet (measured horizontally) from underground or overhead utility lines of all types.
2. Pools shall not be located within any private or public utility, drainage, walkway or other easement.

3. Construction of pools shall be undertaken so as to avoid hazards, damage or considerable inconvenience to adjacent property.
4. The lot owner shall be liable for damages to any business or private property caused during pool construction or use.
5. To the extent feasible, back-flush water or water from pool drainage shall be directed onto the owners' property or onto approved public drainage ways and shall not drain onto adjacent private land. Drainage onto public streets or other public drainage ways shall require permission from the appropriate local City officials and Marshalltown Water.
6. Any pool lighting shall be directed toward the pool and not toward adjacent property.
7. Outdoor swimming pool areas shall be enclosed with a permanent safety fence at least four (4) feet in height to prevent uncontrolled access to the pool area, and the fence shall have a self-closing gate and self-latching with the latch inaccessible to small children and at least four (4) feet from the ground level. The fence shall be completely installed before filling the pool.
 - A. The use of temporary fencing (such as portable, garden, and snow fencing) is not allowed to satisfy this requirement.
 - B. Fencing is not required for temporary above ground swimming pools which have at least four (4) foot high vertical sidewalls provided the sole access is by means of a removable ladder, ramp, or stairs which must be removed when the pool is not in use.
8. All wiring, installation of heating units, grading, installation of pipe or other construction shall be subject to inspection by the City Inspector.
9. Nuisances, such as undue noise, lighting of adjacent property, health and safety hazards, damage to vegetation on adjoining property, and the like, shall not be permitted.
10. Filling of pools from fire hydrants or other public facilities shall require the permission of the appropriate local City officials and Marshalltown Water.

(c) Location regulations.

1. Single-Family Residential. Pools shall not be located within ten (10) feet of any rear lot line nor within five (5) feet of any side lot line, nor within six (6) feet of any principal structure or frost footing. Pools shall not be located within any required front yard.

A. The filter unit, pump, heating unit and any other noise-making mechanical equipment shall be located at least twenty-five (25) feet from any residential structure on adjacent property and not closer than eight (8) feet to any lot line.

2. Multi-Family Residential. Private swimming pools intended for and used by occupants and guests of occupants of multiple-family dwellings shall adhere to the following regulations:

A. No part of the water surface of the swimming pool shall be closer than forty (40) feet to any lot line.

B. No pumps, filters or other apparatus used in connection with the pools shall be located closer than forty (40) feet to any lot line.

C. The pool areas shall be adequately fenced to prevent uncontrolled access from the streets or adjacent as contained in Section 156.C007 (4)(b)(7). Adequate screening, including, but not limited to, a landscape bufferyard type B shall be placed between the pool area and adjoining single-family district lot lines as found in Table 156.F.004-2.

D. All deck areas, adjoining patios or other similar areas used in conjunction with the pools, shall be located at least fifteen feet from any lot line in an adjoining Single-Family District.”

Section 8. Amendment. Section 156.F.002(D) shall be amended by adding the following subsection (6):

“(6) *Solar Array Substitutions.*

- a. When an in-ground Solar Array is being developed as a primary use and requires a bufferyard that includes overstory or understory trees, this requirement may be substituted for 20 evergreens/shrubs of a minimum of 4 feet in height (height of planting at initial installation) per 100 linear feet of the bufferyard distance. When installed they should be no more than 5 feet apart, a minimum of 5 feet away from the solar array, and at each corner of the solar array, one evergreen/shrub of a minimum of 4 feet should be placed in addition to the previous requirement. If a building is within 20 ft. of a proposed in-ground solar array, is on the same parcel, and is owned by the

applicant developing the in-ground solar array, then it may be used as the 100% opaque buffer for that side of the in-ground solar array.

- b. When an in-ground Solar Array is being developed as a primary use and requires a bufferyard that includes overstory or understory trees, this requirement may be substituted for a 6 ft. tall, 100% opaque privacy fence. When installed this fence should be a minimum of 5 ft. from the solar array and should completely cover sight of the solar array from the public right-of-way and surrounding properties. Fence materials and installation must follow the Fence Requirements within the Marshalltown Zoning Code. If a building is within 20 ft. of a proposed in-ground solar array, is on the same parcel, and is owned by the applicant developing the in-ground solar array, then it may be used as the 100% opaque buffer for that side of the in-ground solar array.”

Section 9. Amendment. Table 156.G.004-3 shall be amended, with respect to Pylon or Pole Signs, by superseding and replacing the “Other Standards” for the General Commercial (GC) and General Industrial (GI) Zoning Districts to read as follows:

“The width of the base of the foundation(s) of the sign shall be a minimum of 60% of the width of the face of the sign.”

Section 10. Amendment. Table 156.G.004-3 shall be further amended, with respect to Pylon or Pole Signs, by adding the following requirements for Pylon or Pole Signs in the Mixed-Use (MU) Zoning District:

Number Allowed	1 per frontage
Maximum Area (Per Sign Panel/Cumulative)	20 s.f. / 1 s.f. per linear ft. of street frontage; 35 s.f. maximum
Maximum Height	25 ft.
Maximum Clearance	8 ft. above grade and 20 ft. above adjacent drive aisle, if edge of sign is within 1 ft. of aisle
Minimum Setback	10 ft.
Illumination	Internal and external
Other Standards	--
Other Signs	If used, no monument sign is allowed
Sign Permit	Yes.

Section 11. Amendment. The following definitions shall be added to 156.M.003 or shall supersede and replace existing definitions in 156.M.003, as the case may be, as follows:

“**HOME-BASED BUSINESS.** Any occupation or activity which is clearly incidental to the use of the premises for dwelling purposes, and which is carried on wholly within a main building or accessory building, other than business gardens as defined and meets the requirements of section

156.C.007(G) for operating the business, employees outside of those who reside on the premises, signage, and other requirements.”

“HOME-BASED BUSINESS (NO IMPACT). Any occupation that takes place within the premises of a clear residential dwelling that has no outward impact on the property, surrounding neighbors, changes the property in any way, does not create additional traffic/parking that would normally be associated with a residential dwelling, no signage, sound, odor, or nuisance of any kind.”

“SWIMMING POOL. Any enclosure, in ground or above ground, having a water surface area exceeding two hundred square feet and a water depth of not less than twenty-four inches.”

“SWIMMING POOL (TEMPORARY ABOVE GROUND). Any swimming pool less than 5,000 gallons which is erected a maximum of six (6) months in a calendar year and is completely drained and stored away for the winter months.”

“UTILITIES. A use category containing major or minor infrastructure that serves a site, a development, or the city at-large. Major utilities include public or private infrastructure serving the general community, that may or may not be maintained or regulated by a public or municipal entity and possibly having on-site part-time or full-time personnel. Minor utilities include public or private infrastructure serving a limited area with seasonal, as needed, or no on-site personnel.

- (1) Major utilities include: Electrical substation; electric or gas generation plant; solar panel array (wall-mounted or ground-mounted and greater than 850 square feet); telephone exchange and transformer or substation; water storage tank; and water treatment plant and other uses meeting the definition of major utilities according to the Zoning Administrator.
- (2) Minor utilities include: Pumping or regulator stations; solar panel array (roof-mounted or ground-mounted 850 square feet or less); stormwater retention or detention facility; telecommunication antenna co-located on an existing structure; and other uses not meeting the definition of major utilities according to the Zoning Administrator.
- (3) Typical accessory uses include: Associated office and storage; fleet maintenance; minor utilities; and storage structures.”

Section 12. 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 13. 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: Cindy Kendall
DATE: December 9, 2024
RE: Amendments to City Ordinance, Chapter 156

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 keep city zoning regulations consistent, current and in line with the Comprehensive Plan, the Planning and Zoning Commission have reviewed, modified and conducted a public hearing on the items presented to the Council for your review and potential adoption.

Recommendation: The Planning and Zoning Commission met on December 5, 2024 to hear comments for or against the items being presented for amendment to Chapter 156 of the city ordinances. After the hearing, a recommendation was presented to recommend these amendments for ratification by the Council. Legal review has occurred for these changes.

Budget Impact: Publication and legal fees.

Description/Background: After multiple changes have been presented for amendment over the past few months, it became apparent to the Planning and Zoning Commission that other areas in the 2022 Code change needed a better alignment for the Marshalltown community. These changes are outlined below:

Section 1. Table 156.B.005-1 Adding lot standards for the Public/Institutional (PI) Zoning District

Section 2. Table 156.C.003 amended, changing Vehicle Fuel Stations from a permitted use (P) to a special use (S) in the Urban Core (UC) Zoning District; by changing Ground-Mounted Solar Arrays (Accessory Use) from prohibited (--) to a special use (S) in the Nonresidential Public/Institutional (PI) Zoning District; and by further indicating in the table notes that Vehicle Fuel Stations shall be prohibited (--) in portions of the Urban Core (UC) Zoning District encompassed by the Historic District Overlay (UC-HD).

Section 3. The title of Section 156.C.005(H) "Standard for solar panel arrays (principal use)," shall be superseded and replaced as follows: "Standards for in-ground solar panel arrays."

Section 4. Section 156.C.005(H)(1) amended by adding the following Table 156.C.003 (I) Location. The setback from any residential dwelling unit shall be 300 feet from the nearest edge of the Solar Panel Array.

CITY COUNCIL

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



Section 5. Section 156.C.007(G)(1)(d) shall be amended by adding the following subsection 12: Employees. The home-based business allows one (1) employee to work and assist in the home-based business that does not reside on the premises. All other employees must reside on the premises.”

Section 6. Section 156.C.007(G) shall be amended by adding the following subsection (f): Violation, non-compliance, and revocation of registration.

Section 7. Section 156.C.007(G) shall be amended by adding the following subsection (4): Swimming pool regulations

Section 8. Section 156.F.002(D) shall be amended by adding the following subsection (6): Solar Array Buffer yard Substitutions

Section 9. Table 156.G.004-3 amended, for Pylon or Pole Signs for the General Commercial (GC) and General Industrial (GI) Zoning Districts

Section 10. Table 156.G.004-3 shall be further amended, with respect to Pylon or Pole Signs, by adding requirements for Pylon or Pole Signs in the Mixed-Use (MU) Zoning District

Section 11. Amending definitions to Section 156.M.003 for:

- HOME-BASED BUSINESS
- HOME-BASED BUSINESS (NO IMPACT)
- SWIMMING POOL
- SWIMMING POOL (TEMPORARY ABOVE GROUND) and
- UTILITIES

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 & City Council
FROM: Carol Webb, City Administrator
DATE: December 20, 2024
RE: National Employee Survey

Description/Background:

The City conducted a National Employee Survey in 2020 which provided benchmarkable data for assessing employee engagement. In fiscal year 2023, the City Administrator proposed conducting the survey again and City Council approved \$6,000 in Council-designated Local Option Sales Tax funds to do so. However, due to organizational changes, the survey was not conducted in fiscal year 2023. I am proposing that we conduct the National Employee Survey in fiscal year 2025, however, in order to do so, Council will need to designate \$1,600 in additional Council-designated Local Option Sales Tax funds as the price to conduct the survey has increased since 2022.

A summary of the results from the last survey and the price quote are attached.

CITY COUNCIL

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





Polco and Marshalltown, IA

PROPOSAL FOR SERVICES

Build smarter, better connected communities
with an easy-to use platform that brings
verified input into decision making.

Prepared by:

Alec Vice

avice@polco.us

www.polco.us

About Polco

Polco is an exclusive partner of International City and County Managers Association (ICMA) and National League of Cities (NLC), and a GovTech 100 company. More than 350 government agencies trust Polco to empower their organizations to build trust, maximize the impact of public resources, and drive resident satisfaction. In 2019, Polco entered the GovTech market with flexible and trustable engagement tools, helping to facilitate civil and constructive discourse through participant verification and results filtering. In 2019, Polco merged with National Research Center (NRC), giving customers access to 25+ years of gold-standard survey assessment experience and more than 30M points of verified community input. In 2022, Polco founded the Government Performance and Action Lab (GPAL), a public/private data partnership with ICMA, NLC, The Hoover Institute and UW-Madison. In early 2023, Polco merged with Balancing Act, a mission-aligned GovTech 100 Company, to bring budget, climate and housing simulations, prioritization tools and taxpayer receipts into their full suite of engagement tools. With these powerful partnerships and decades of trusted data to contextualize, benchmark and compare current results, Polco is leading the future of public engagement, performance management and data-driven decision making.

Our Expertise

Polco's team, approaching 100 employees, has decades of experience working with and for local, state and federal governments on the critical issues that move us all forward. In addition to the data scientists and survey research experts in NRC, our in-house data science laboratory, our staff includes communications experts, certified community engagement professionals, credentialed customer success managers, PHD economists, MPAs, and product and engineering teams that put our customers at the center of every decision. We understand the challenges and opportunities that local governments contend with daily, and are experienced and prepared to support at each step of the way.

Our Products

Polco Engage gives you 24/7 access to online surveying, polling, live polling, real time results, reporting and analytics for up to 10 users. **Assessments** are tried and trusted statistically valid benchmark surveys conducted by NRC. **Polco Track** combines essential public data with verified resident feedback in one powerful performance management dashboard. **Balancing Act** offers simulation exercises on everyday and critical issues, along with prioritization tools and a taxpayer receipt. When used together, Polco products represent the most complete suite of public engagement and data-driven decision making tools available today.

Engage	Assess	Track	Balancing Act
Participant Overview	National Community Survey	Overview Dashboard	Budget Simulations
Ask (Surveys + Polls)	National Employee Survey	Safety Domain	Housing Simulations
Polco Live	National Business Survey	Economy Domain	Prioritize
Engagement Library	National Law Enforcement Survey	Land Use Domain	Taxpayer Receipt
Analysis + Reporting	National Law Enforcement Employee Survey	Community Health Domain	
	Community Assessment for Older Adults	Community Connection Domain	
		Education, Arts & Culture Domain	







Your Subscription

Prepared for the City of Marshalltown, IA

This quote expires December 31, 2024

Recommended Products and Services

Polco Polco Engage + Assess Module– The National	\$7,600
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Employee Survey®

- Includes ½ Page of Custom Questions
- Includes up to 15 Department Reports

Optional Add-Ons:

Total :	\$7,600
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We are active partners in your success. Your work with Polco is supported by our team of survey and engagement experts, and a dedicated Customer Success Manager to provide training and resources. Supporting assets include webinars, best practice newsletters and a robust collection of case studies, articles, and engagement content to help you do the best work possible.

Policy Confluence, Inc.
Subscription and Support Agreement

THIS POLCO SUBSCRIPTION AND SUPPORT AGREEMENT (the "Order Form") is entered into and made effective as of October 21, 2024 ("Effective Date") by and between Policy Confluence, Inc., a Delaware corporation ("Polco" or "Company"), and Marshalltown, IA ("Customer" "you" or "your"). Policy Confluence, Inc. and Customer may be referred to in this Agreement individually as a "Party" or collectively as the "Parties."

Agreement

This is a binding agreement by the Customer to purchase a Polco Subscription as set forth in the table below and further defined in this agreement. Each of the Services is governed by and incorporates the general terms and conditions set forth in this Order Form, the Enterprise Terms and Conditions (the "Enterprise Terms" found at (<https://info.polco.us/enterprise-terms>) and the Website Terms of Use (the "Website Terms" found at <https://info.polco.us/eula>) (each a "Supplement," and collectively with this Order Form, the "Agreement").

Unless otherwise expressly defined herein, all defined terms in any Supplement, respectively, used in this Order Form have the meaning stated in the applicable Supplement. In the event of any conflict or inconsistency between the provisions of (a) this Order Form, (b) a Supplement (as applicable), and (c) any other documents or policies referenced in this Order Form or the Supplements, the governing order of precedence shall be: (i) this Order Form (ii) the Enterprise Terms; (iii) the Website Terms; and (iv) any other document incorporated herein by reference.

Customer Information	
Customer Name:	City of Marshalltown, IA
Address:	24 N Center St, Marshalltown, IA 50158
Contact:	Jill Petermeier
Phone:	+1 (641) 754-5704
E-mail:	jpetermeier@marshalltown-ia.gov
Billing Information	
Billing Contact:	
Phone:	
E-mail:	

Training and Support

Your subscription includes access to the Polco Modules and Support as described below, which includes training materials, as well as access to technical support services for your Authorized Users. You understand that technical support services are for technical product support, and such services are not to be used as a substitute for proper training and education.

Privacy Policy

You acknowledge that you have read and understand Polco's Privacy Policy (the "Privacy Policy" found at <https://info.polco.us/privacy>).

Subscription Terms (Duration)

This Subscription shall be in effect for a term of 12 months from the Start Date and the renewal dates are outlined below. Prices are guaranteed for the length of the Agreement.

This Subscription will renew at the end of the Initial Term for a duration of 12 months and shall continue to do so unless or until you provide written notice of non-renewal at least thirty (30) days prior to the expiration of the Agreement Term. You will be notified at least sixty (60) calendar days prior to the Subscription Renewal Date to provide positive consent for the renewal.

Polco reserves the right to modify and increase Fees upon providing written notice to Customer at least sixty (60) calendar days prior to the commencement of any Subscription Term, and the applicable Fees in this Order Form will be deemed amended accordingly. Any such increases shall not exceed 7% per Renewed Agreement Term. You will receive standard updates to the Services that are made generally available by Polco during the Term. However, Polco reserves the right to offer additional functionality or premium feature improvements for an additional cost.

	Start Date	End Date	Period	Renewal Date	Renewal Notification
Subscription Term	10/21/2024	10/20/2025	12 months	10/21/2025	Notification of renewal terms at least sixty (60) calendar days prior to the Subscription Renewal Date

Remainder of page intentionally left blank.

Subscription Fees

The Fees for the 12-month subscription term covered by this Agreement are outlined below.

Your Polco Plan (12-Month Term)			
Polco Modules			
-	Track		
	-	Overview Dashboard and All Domains	-
	-	Polly: AI Analyst for Public-Facing Organizations	-
-	Engage		
	-	Ask (Surveys and Polls)	-
	-	In-Product Weighting	-
-	Assess		Frequency
	-	National Community Survey	-
	✓	National Employee Survey	\$7,600
	-	National Business Survey	-
	-	National Law Enforcement Survey	-
	-	National Employee Survey - Law Enforcement	-
	-	Community Assessment Survey for Older Adults	-
	✓	Add-On: Half Page of Custom Questions	Included
	✓	Add-On: Up to 15 Department Reports	Included
Balancing Act Modules			
-	Full Suite		
-	Simulation - Budgeting		
-	Prioritize		
-	Taxpayer Receipt		
Total Investment			\$7,600

Billing

You will be invoiced upon execution of this Agreement as outlined in the following table. All amounts payable to "Policy Confluence, Inc." as specified herein are in United States Dollars (USD). If applicable, sales tax shall be assessed on your invoice to comply with the sales tax laws and regulations in your state. Your Implementation shall be suspended if Fees for your Initial Term are not received in a timely fashion, and your Account shall be suspended and inaccessible if such Fees are not received within 30 days of the invoice date.

Fees for each additional Subscription Term shall be invoiced 60 days in advance of the start date of the Subscription Term and shall be due by the start date of the Subscription Term. Your Account shall be automatically suspended and inaccessible as of the start date of the Subscription if Fees have not been received by such date, and your subscription shall be deemed terminated if Fees for a Subscription Term are not received within thirty (30) days following the start date of the Subscription Term. There shall be a \$500 (USD) reactivation fee if your account is suspended for late payment.

Term	Invoice Timing	Expected Invoice Date	Invoice Amount	Due
Subscription Term	On signing agreement	10/21/2024	\$7,600	net 30 days

Except to the extent otherwise expressly stated in this Agreement all obligations to pay subscription Fees are non-cancelable and all payments are non-refundable. You agree that your purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Polco regarding future functionality or features.

Compliance with Data Protection Laws

Each Party will comply with any applicable data protection and privacy laws and applicable to such Party's performance of its obligations under or in connection with this Agreement ("Data Protection Laws"). Where applicable Data Protection Laws, whether in effect at the start of the Term or as become applicable or effective during the Term, require the processing of Personal Data to be subject to specific terms between the Parties, the Parties shall enter into any necessary amendments to this Agreement and/or separate agreements to the extent necessary to comply with such applicable Data Protection Laws, including without limitation a Data Sharing Agreement.

Service Level Agreement

Polco's web platform will be operational and available to the Customer at least 99.5% of the time in any calendar month (the "Polco Application SLA").

Ownership and Use of Creative Materials

The Parties acknowledge and agree that an integral part of the services is the creation of the Polco application for Customer, which includes the development of certain information, content, text, graphics, logos, photos, videos, software, and other items, as well as their selection and arrangement ("Creative Materials"). Such Creative Materials are protected by copyrights,

trademarks, patents, trade secrets, and other intellectual property and proprietary rights, and Polco shall be considered the author of such Creative Materials and retains all rights, titles, and interests in and to such Creative Materials. Customer's rights to use the Creative Materials are limited to use solely in connection with this Agreement, and the rights and obligations granted hereunder. Any rights granted to Customer under this Agreement to use the Creative Materials shall cease upon the termination of this Agreement.

Data Ownership

All data collected or generated by Polco shall be owned exclusively by Polco. Polco reserves the right to use the data for any purpose, including but not limited to improving the software platform, conducting research, and developing new products and services. Polco may disclose the data to third parties, provided that such disclosure is done in accordance with applicable laws and regulations, and is necessary to provide services to the customer. Upon termination of this agreement, Polco shall retain ownership of the data.

Miscellaneous

Notices. All notices shall be in writing and shall be deemed to have been given upon: (i) personal delivery; (ii) the second business day after mailing; or (iii) the second business day after sending by email (provided that such email has not been returned as undelivered, or that sender does not receive an automatic response or other indication that the email account is not being monitored).

<u>To</u> Marshalltown, IA: 24 N Center St Marshalltown, IA 50158 Jill Petermeier jpetermeier@marshalltown-ia.gov	<u>To</u> Policy Confluence, Inc. : 1241 John Q. Hammons Dr, Suite 203 Madison, WI 53717 Sonya Wytinck, COO sonya@polco.us
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Entire Agreement. This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

Counterparts. This Agreement and any amendments thereto may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. The Parties may execute this Agreement and any amendment thereto in the form of an electronic record utilizing electronic signatures, as such terms are defined in the Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001, et. seq.). Electronic signatures, or signatures transmitted electronically via PDF or similar file delivery method are legal, valid, and binding upon execution and delivery for all purposes and each shall have the same effect as an original signature.

Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to affect

their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

Full Authority. The person agreeing to the terms and conditions of this Agreement states and affirms that they have the full authority of Customer to enter into and execute this Agreement.

Remainder of page intentionally left blank, signature page to follow.



IN WITNESS WHEREOF, CUSTOMER and POLICY CONFLUENCE, INC. have executed this Agreement as of the Effective Date:

CUSTOMER	POLICY CONFLUENCE, INC.
City of Marshalltown, IA 24 N CENTER ST MARSHALLTOWN, IA 50158	Policy Confluence, Inc. 1241 JOHN Q HAMMONS DR STE 203 MADISON WI 53717-1929

Signature

Date _____

Signature

Date _____

Sonya Wytinck / COO

Printed Name / Title

Printed Name / Title

MARSHALLTOWN

— I O W A —

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

TO: Mayor & City Council
FROM: Carol Webb, City Administrator
DATE: December 20, 2024
RE: Community Solid Waste Study

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: Address solid waste collection within the community

Recommendation: Approve the use of LOST funds to conduct a community solid waste study

Budget Impact: Staff proposes the allocation of \$9,004.32 in Council-designated Local Option Sales Tax funds to conduct the proposed study.

Description/Background:

Council identified community solid waste collection as a priority in its October 2024 City Council goal-setting session. In alignment with that goal, staff is presenting a proposal to conduct a community solid waste study. The study will be performed by the Iowa State University College of Design and will include research on best practices, a review of the current state of solid waste collection in Marshalltown, development of possible alternatives, and recommendations for implementation.

A more detailed scope of work is attached.

CITY COUNCIL

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



Course of Action for Marshalltown Waste Utility

Phase I: Background Research

1.1 Research Best Practices and Precedence

- Research best precedence communities in Municipal Solid Waste Management
- Case Studies from other communities (i.e. Eau Claire, WI and others)
- Pros and cons of various options and implications for municipal finances

1.2 General Recommendations

- Understand why the current system is not satisfactory and what other opportunities are possible
- Using Information gathered, develop a set of successful actions to implement
- Submit/Present culmination of different strategies as an alternative to the current system in writing

Phase II: Independent Review of Current Status

2.1 Assessment of Current Waste Management Practices

- Take inventory on current environment and understand improvement needs
- Collect data on waste generation rates, types of waste, and existing collection methods.
- Analyze current costs for residents, waste diversion rates (e.g., recycling), and participation in waste programs.

2.2 Community/Government Needs and Preferences

- Conduct surveys or hold public forums to understand resident expectations, preferred service levels, and willingness to pay.
- Engage with key stakeholders (internal to City and external), such as businesses, environmental groups, and neighborhood associations.
- Impact assessment on current providers in lieu of a municipal utility

Project Name: Marshalltown Waste Management Phase I and II

Project Variable Costs	Budget
Mailings and postage	\$ -
Meeting materials (nametags, pens, notepads, folders)	\$ -
Printing/duplicating (poster boards for community meetings and report printing)	\$ 500.00
Catering (snacks and beverages for community engagement meeting)	\$ 230.00
Other	\$ -
Total Variable Costs	\$ 730.00

Project Fixed Costs	Budget
Room rental	\$ -
Audiovisual equipment rental	\$ -
Advertising and promotion	\$ -
Other	\$ -
Total Fixed Costs	\$ -

Travel Expenses	Budget
Lodging	\$ -
Airfare	\$ -
Subsistence / per diem	\$ -
Mileage for personal vehicles	\$ -
Registrations	\$ -
University/Rental vehicle (day charge plus mileage): 3 trips to Marshalltown to meet with staff	\$ 300.00
Total Travel Expenses	\$ 300.00

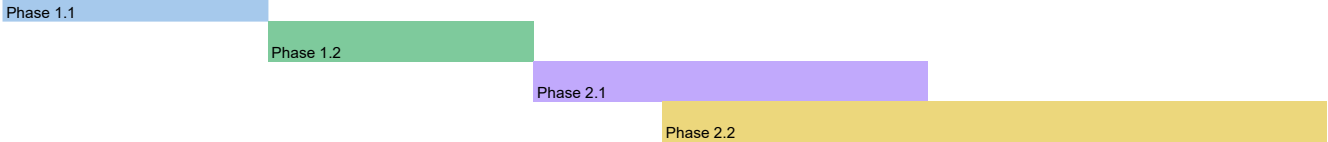
Labor Costs (Hourly rate determined from FFS Labor Rate Model)			
	Estimated Hours	\$/hour	Estimated Labor Costs
Julie Robison - Project Supervisor	5	\$92.24	\$ 461.20
Amy Logan - GIS and Survey Support	0	\$35.72	\$ -
Clare Andresen - Financial Admin	1	\$46.96	\$ 46.96
Eli Wilson - Lead Researcher and Task Manager	137	\$40.25	\$ 5,514.25
Nora Ladjahasan	0	\$61.59	\$ -
Chloe McAnich - Report Editing and Formatting	5	\$32.13	\$ 160.65
Undergraduate Student Researchers (2 @ 50 hours each)	100	\$15.29	\$ 1,529.00
Total Labor Expenses			\$ 7,712.06

Project Estimate to Quote Sponsors	
Estimated Variable Costs	\$ 730.00
Estimated Fixed Costs	\$ -
Estimated Travel Expenses	\$ 300.00
Estimated Labor Costs	\$ 7,712.06
Total Estimated Costs	\$ 8,742.06
3% Administrative Fee	\$ 262.26
Total Project Estimate	\$ 9,004.32

Marshalltown Waste Management Project Timeline

Phase 1.1 Research Best Practice and Precedence
Research Best Practices on Solid Waste Management
Case Studies from successful communities
Pros and cons of various options
Phase 1.2 General Reccomendations
Develop set of actions to implement
Submit/Present culmination of findings in writing
Phase 2.1 Assessment of Current Waste Mgmt.
Take inventory on current situation and facilities
Find data on waste generation sites, types of waste, etc.
Analyze cost to residents, water diversion rates
Phase 2.2 Community/Government Needs and Preferences
Conduct Survey on current methods and desired improvement
Engage with stakeholders on preferences
Assess Impact on Current Providers and transition considerations

2025																																																	
Jan.					Feb.										Mar.																																		
M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F																				
13	14	15	16	17	20	21	22	23	24	27	28	29	30	31	3	4	5	6	7	#	11	12	13	14	17	18	19	20	21	24	25	26	27	28	3	4	5	6	7	10	11	12	13	14	17	18	19	20	21



**RESOLUTION APPOINTING _____ AS THE CITY OF
MARSHALLTOWN PARK & RECREATION DIRECTOR**

WHEREAS, the City Administrator of the City of Marshalltown has nominated
_____ to serve as the Park & Recreation Director.

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

Section 1. The appointment of _____ as the Park & Recreation Director for the City of Marshalltown, Iowa, is hereby confirmed and ratified.

Section 2. This appointment is conditioned upon passing the required physical examination, background checks, and agreeing to the terms of employment.

Passed this 20th day of December 2024, and signed this _____ day of December 2024.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk