



**MARSHALLTOWN
MORE THAN EVER**

**CITY OF MARSHALLTOWN CITY COUNCIL AGENDA
CITY HALL COUNCIL CHAMBERS
10 WEST STATE STREET
JULY 14, 2025, 5:30 PM**

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL

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

D. PUBLIC COMMENT

Members of the public may make comments on any item that was not on the agenda during this time. The speaker shall approach the microphone and state their name and address. Comments shall be limited to three (3) minutes unless a longer comment is authorized by the Mayor. The speaker shall direct comments to the Mayor and the Council as a whole.

The Mayor and Council may provide a response to a public comment, but shall not engage in discussion or debate on items raised by members of the public. No action may be taken on items raised in public comments to comply with open meeting laws.

E. MAYOR, COUNCIL AND ADMINISTRATOR COMMENTS

1. Years of Service - July
Brad Wilson - Fire - 20 years

F. CONSENT AGENDA

1. Approve Minutes 06/23/25 Meeting and Bill List \$2,872,691.32
2. Approve Alcohol License Renewal for Casey's #1564, 1009 W Lincoln Way and Casey's #3508, 108 Iowa Ave W
3. Resolution Setting a Public Hearing on a 28E Cooperative Agreement Between the City of Marshalltown, the Iowa River OHV Club, and the Iowa Department of Natural Resources for the Operation and Maintenance of the Nicholson-Ford OHV Park
4. Resolution Setting a Public Hearing for a 20-Year Lease Agreement

between the City of Marshalltown and the Iowa River OHV Club for the Operation, Maintenance, and Development of the Marshalltown Off-Highway Vehicle (OHV) Park

5. Resolution Approving Contract Change Order #8 for the Riverview Park Phase 1 Project, #PRK23001, a Decrease of \$51,769.00
6. Resolution Approving Contract Change Order #3 for the Water Plaza Project #PRK22004, an Increase of \$9,144.00
7. Resolution Declaring Certain Property, Being Assets #3257, #3259, #3305, #3319, And #6547, Surplus Property and Authorizing Sale and Disposal Thereof from The Street Division of the Public Works Department
8. Resolution Authorizing the Purchase of a 2025 Chevrolet Silverado 1500 4wd Crew Cab Truck for the Price of \$45,944.60 from Karl Chevrolet, Inc for use in the Street Division of the Public Works Department and Declaring Asset #7157, a 2020 Chevrolet Silverado 1500 Truck, Surplus for Disposal Thereof
9. Resolution Approving Purchase Of A 2026 Ironbull 102x22 Electric Tilt Skid Steer Trailer For The Price Of \$11,995 From D&S Midwest Trailers For Use In The Street Division Of The Public Works Department And Declaring Asset #6200, A 2004 12 Ton Backhoe Pro Flatbed Trailer And Asset #3345, A 1986 Wisconsin Tagalong Trailer, Surplus For Disposal Thereof
10. Resolution Ordering Public Improvement for the 2020 Derecho CDBG-DR Tree Replanting Project, #PRK24-002, Setting Public Hearing on Proposed Plans, Specifications, Form of Contract and Opinion of Probable Cost and Directing Publication of Notice to Bidders

G. MOTIONS

1. Motion to approve a new Retail Tobacco Permit and Device Retailer Permit for Smoke & Vape at 901 South Center Street

H. RESOLUTIONS

1. Resolution Approving a Contract Between the City of Marshalltown and RDG for the Completion of a Comprehensive Plan and a Housing Market Analysis and Development Strategy
2. Resolution Approving an Agreement for Traffic Enforcement Services Between the City of Marshalltown, Iowa, and the Central Iowa Traffic Safety Task Force, Created Pursuant to Chapter 28E.12 of the Iowa Code

I. ORDINANCES

1. Ordinance 15108 to Amend the Code of Ordinances, City of Marshalltown, Iowa, Chapter 133 Offenses Concerning Minors - 2nd Reading

J. DISCUSSION

1. Middle Iowa Watershed Management Authority
2. Vault Removal and Private Utility Relocation Costs related to the Main Street and Center Street Reconstruction Project
3. Marshalltown City Hall HVAC Study - Evaluated Options Summary

K. ADJOURNMENT

MISSION STATEMENT

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

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

CITY COUNCIL PROCEEDINGS
JUNE 23, 2025

Mayor Greer called the meeting to order at 5:30 PM, June 23, 2025, at the City Hall Council Chambers, 10 W State Street, and led the pledge of allegiance. Roll call–Present: Melisa Fonseca, Barry Kell, Mike Ladehoff, Mark Mitchell, Greg Nichols, Jeff Schneider, Gary Thompson. Public comments for items not on the agenda were provided. Mayor, Council, and Administrator comments were provided.

CONSENT AGENDA

Motion by Jeff Schneider, second by Barry Kell to approve the Consent Agenda: Approve Minutes 06/09/25 Meeting and Bill List \$2,666,194.94; Approve Retail Tobacco Renewal Application for 7 Rayos Liquor Store at 120 E Main St; Cave Cigar Experience, 812 W Nevada St; Approve May 2025 Financial Statements; Appoint Patrick Streit to the Fire Code Board of Appeals, term 8/1/25-8/1/29; Appoint Patrick Streit to the Storm Water Advisory Committee, term ending 12/31/25 (replacing Abigail Pelzer); Resolution Authorizing the Use of \$5,000 in Council-Designated Local Option Sales Tax for the Marshalltown July 4, 2025, Fireworks Display; Resolution Allowing Open Containers on Designated Public Ways for the Marshalltown's Red, White & Blue Celebration Public Event on July 3, 2025; Resolution Approving a Tourism and Promotional Services Contract with Marshalltown Area Chamber of Commerce; Resolution Approving an Economic Development Grant Match Agreement between the City of Marshalltown and CO2 Refrigeration Systems; Resolution Declaring Certain Property, Being Assets #4991 & #6421, Surplus Property and Authorizing Sale and Disposal thereof from the Street Division of the Public Works Department; Resolution Approving Engineer's Certificate of Completion and Accepting Con-Struct, Inc, for the State Street Reconstruction Project #STR21004; Resolution Approving Contract Change Order #16 for the State Street Reconstruction Project, #STR21004, an Increase of \$24,162.70; Resolution Approving Contract Change Order #17 for the State Street Reconstruction Project, #STR21004, a Decrease of \$228,643.10; Resolution Approving Contract Change Order #4 for the East Main Street and Center Street Reconstruction Project, #STR22002, a Decrease of \$34,498.00; Resolution Approving Contract Change Order #5 for the East Main Street and Center Street Reconstruction Project, #STR22002, an Increase of \$37,363.00; Resolution Approving Supplemental Agreement No 1 for \$180,000 with Calhoun-Burns & Associates for the Iowa River's Edge Trail Bridges 2 - 5 Project, Construction Phase Services, Project #TRL25001; Resolution Approving Latitude Signage + Design Proposal for Design-Build Services for a monument sign for the Apgar Family Water Plaza, Project PRK22004, to include Linn Creek District Donor Signage with a project budget of \$50,000, of which an estimated \$40,000 is towards signage design and build scope directly with Latitude Signage + Design; Resolution Approving Purchase of a 2012 International 4300 Terex 47' Digger Derrick for the Price of \$27,500 from Higher View Enterprises Inc for use in the Facility & Electrical Division of the Public Works Department and Declaring Asset 6263, a 1989 Ford C800 Cab and Chassis w/ Pitman PoleCat, Surplus for Disposal Thereof; Resolution Setting Date for Public Hearing on Urban Renewal Plan Amendment for the Marshalltown Urban Renewal Area No. 3. Motion carried 7-0.

MOTIONS

Motion by Jeff Schneider, second by Gary Thompson, to approve the Friends of the Orpheum Alcohol License with Outdoor Service for the Live After 5 Events on 7/3, 7/11, 7/18, 7/25 at West End Park. Motion 7-0.

RESOLUTIONS

Motion by Mike Ladehoff, second by Jeff Schneider, to approve the Resolution to Approve City Fee Schedule for July 1, 2025. Motion carried 7-0.

Motion by Jeff Schneider, second by Mark Mitchell, to approve Resolution Accepting the Agreement with Municipal Collections of America, Inc. for the Collection of Unpaid Automated Traffic Enforcement Citations. Chris Jones, Police Chief, advised that the council approved a contract for the collection of unpaid automated traffic enforcement tickets last March. That company is going out of business. Municipal Collections of America, Inc. will be the new collection agency. Motion carried 7-0.

Mayor Pro-Tem Ladehoff opened the public hearing at 5:41 pm for the real estate purchase agreement and sale of 501 N 1st Avenue. Clayton Ender, Assistant Director of Housing and Community Development, advised that the offer was from Troy Cline for \$10,000 to rehab the property. No written or public comments were received. The public hearing was closed at 5:42 pm. Motion by Greg Nichols, second by Jeff Schneider, to approve the Resolution Approving the Real Estate Purchase Agreement and Providing for the Conveyance and Transfer of Title for 501 North 1st Avenue. Motion carried 7-0.

Mayor Pro-Tem Ladehoff opened the public hearing at 5:43 pm for the real estate purchase agreement and sale of 915 S Center St. Clayton Ender, Assistant Director of Housing and Community Development, advised that the offer was from Dean Lawthers for \$1,000 to sell the structure to be moved or demolish the structure. No written comments were received. Public comment: Marco Yopez Gomez, 11 N 6th St, advised he supports these agreements and feels they align with what is best for the community. The public hearing was closed at 5:46 pm. Motion by Jeff Schneider, second by Greg Nichols, to approve the Resolution Approving the Real Estate Purchase Agreement and Providing for the Conveyance and Transfer of Title for 915 S Center Street. Motion carried 7-0.

Mayor Pro-Tem Ladehoff opened the public hearing at 5:47 pm for the real estate purchase agreement and sale of 919 S Center St. Clayton Ender, Assistant Director of Housing and Community Development, advised that the offer was from Dean Lawthers for \$1,000 to demolish the structure. He is also the owner of 917 S Center St. He would then sell the cleared parcels as one for mixed-use. No written or public comments were received. The public hearing was closed at 5:48 pm. Motion by Gary Thompson, second by Greg Nichols, to approve the Resolution Approving the Real Estate Purchase Agreement and Providing for the Conveyance and Transfer of Title for 919 S Center Street. Motion carried 7-0.

ORDINANCES

Motion by Greg Nichols, second by Jeff Schneider, to adopt Ordinance 15101 to Amend the Official Zoning Map for 915, 917, and 919 S Center Street from Medium Density Residential

Zoning District to Mixed-Use Zoning District - 3rd Reading. Motion carried 7-0.

Motion by Jeff Schneider, second by Mark Mitchell to adopt Ordinance 15102 to Amend the Official Zoning Map for Lots 1, 2, 13,14, 15, and 16, Block 1, Woods Addition to Marshall, Marshall County, Iowa and Lots 1, 2, 3, 4, and 5, Block 2, Woods Addition to Marshall, Marshall County, Iowa and Lots 11, 12, 13, 14, 15, 16, Block 3, Woods Addition to Marshall, Marshall County, Iowa from Medium Density Residential Zoning District to General Industrial Zoning District - 3rd Reading. Motion carried 7-0.

Motion by Jeff Schneider, second by Barry Kell, to adopt Ordinance 15103 to Amend the Code of Ordinances, City of Marshalltown, Iowa, Chapter 156: Zoning, Self-Service Storage - Mini-Warehouse - 3rd Reading. Motion carried 6-1, Mark Mitchell dissenting.

Motion by Gary Thompson, second by Jeff Schneider, to adopt Ordinance 15104 to Amend the Code of Ordinances, City of Marshalltown, Iowa, Chapter 156: Zoning, Accessory Dwelling Units, Board of Adjustment Procedures, and Residential Building Materials - 3rd Reading. Motion carried 7-0.

Motion by Jeff Schneider, second by Barry Kell, to adopt Ordinance 15106 to Amend the Code of Ordinances, City of Marshalltown, Iowa, by Amending Chapter 52: Sewers and Sewage Disposal by Amending Section 52.029 User Charge System - 3rd Reading. Motion carried 7-0.

Motion by Jeff Schneider, second by Barry Kell, to adopt Ordinance 15107 to Amend the Code of Ordinances, City of Marshalltown, Iowa, by Amending Chapter 53: Storm Water by Amending Section 53.024 Exemptions and Credits Available - 3rd Reading. Motion carried 7-0.

Motion by Jeff Schneider, second by Barry Kell, to adopt Ordinance 15108 to Amend the Code of Ordinances, City of Marshalltown, Iowa, Chapter 133 Offenses Concerning Minors - 1st Reading. Chief Jones advised that the curfew has been streamlined to 11 pm for everyone under age 18, and the sales and use of tobacco was changed from 18 to 21 years of age to comply with State and Federal law. Motion carried 7-0.

DISCUSSION

Shari King, Administrator, Unity Point Health, provided an overview of emergency medical services in Marshall County. UPH-Marshalltown ambulance service provides 911 EMS to all of Marshall County. The service has no funding from any source other than what can be billed. Billing challenges include not being able to charge for all services and frequent denials by insurance for billed services. The City and the County do not provide any funding to UPH for these services. Volunteer EMS services in Marshall County are dwindling, and EMS deserts are becoming a concern in rural Iowa. There is essential service legislation that allows counties to designate emergency medical service departments as an essential county service, like police and fire services. It allows for a voter-approved local option income surtax not to exceed 1% or an ad valorem property tax not to exceed \$0.75 per one thousand dollars of assessed value on all taxable property within the county. This must pass with a 60% yes vote. Unity Point Health is working with local stakeholders to develop a sustainable operational EMS model in Marshall

County. Councilor Ladehoff advised that a task force has been established for this discussion. An RFP was issued to hire a consultant to conduct an Emergency Medical Services Consolidation Feasibility Study and Implementation Planning. The cost of the study is \$59,750 and is proposed to be divided equally between the City of Marshalltown, Marshall County, and Unity Point-Marshalltown. Public comment was provided. Motion by Jeff Schneider, second by Greg Nichols, to direct staff to follow the memo proposal to hire a consultant for the study. Motion carried 7-0.

ADJOURNMENT

The meeting adjourned at 6:23 pm.

Respectfully Submitted,



Alicia Hunter, City Clerk

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

BILL LIST 07/14/25

Consulting & Professional Fees

Bolton&Menk.Inc/3	73,807.50
FOX Strand/1	4,221.80
Health.Partners/1	12,479.75
I.L.E.A./1	700.00
Lynch.Dallas.PC/6	12,495.04
Resource Consul/1	2,187.50
Snyder & Assoc/1	5,027.75
YSS Grants Bill/1	13,014.55

Contracts

Alliant.Energy/1	1,126.12
Appliance.Dr/2	279.90
ARL/1	7,499.08
BDH/29	7,940.34
Bolton&Menk.Inc/1	100.00
City.Laundrying/3	326.08
CO2 Refridgerat/2	20,000.00
Construct/3	995,724.56
Cummins.Service/2	1,413.14
Edge Commercial/1	427,218.29
EO Johnson Co/3	839.47
Eocene Envir Gr/1	21,623.00
Higher View Ent/1	27,500.00
Howrey Construc/1	4,013.54
Idemia/1	3,204.00
Iowa.Hometown.S/7	127.50
Jensen.Inc/1	91,674.00
MEDIC/1	2,500.00
Mitchell1/1	1,036.80
Mtwn.Aviation/2	4,791.00
Nationwide/2	2,009.06
Park,K/1	1,504.75
Prairie Waste/1	220.00
Premier.Equip/1	74.64
Safe Building/1	9,100.00
Schumacher.Elev/2	500.57
Sensys Gatso/1	1,050.00
Siemens.Indust/1	2,347.75
Steckelberg Vet/1	1,123.19
Stericycle.Inc/1	96.62
Tomesch Trainin/3	3,552.50
TotalAdmin.Serv/6	1,568.00
Union Pac RR Co/1	4,505.32
Veenstra & Kimm/1	4,061.85
Xerox Corp/1	276.01

Medical

HARTFORD.ACCTS/2	6,882.87
Health.Partners/7	151,339.24
Hunter Lane LLC/1	265.47
McFarland.Cl/1	38.72

Payroll.Deductions

TotalAdmin.Serv/5	235.97
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Payroll.Net

Payroll/1	403,171.07
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Refund/Reimbursed

Aragon, Maria/1	25.49
Banderas,A/1	22.29
Bizios, Tiffany/1	30.21
Ceballos,Trisha/1	29.80
Health.Partners/1	-13,816.63
Johnson, Jamie/1	24.54
Kelly, Amy/1	32.24
Matney, Christi/1	91.93
MILLER,L/1	32.24
Monroy,Jennifer/1	32.24
Ortiz, Cesar/1	52.15
Rios, Fabiola/1	62.23
Roe,A/1	64.50
Ruth, Lois/1	22.19
Tice, Jeff/1	32.24
Versteegh, Brad/1	38.19

Rents/Leases

201 E Main MT/12	4,677.00
A.White/1	105.00
Ackley.Housing/6	1,237.00
Arrowhead Homes/1	317.00
Bahr,Larry/1	781.00
BJ&J.LLC/1	277.00
BLOOD,A/1	420.00
Blue Fund I/2	859.00
Borota,K/3	1,280.00
Brodin,C/1	67.00
Brown, Larry/1	343.00
BTG Rental LLC/1	230.00
Buckaroo.LLC/3	1,589.00
CIRSI/7	577.00
Clock Tower Sen/10	3,297.00
CMHC.INVEST/1	199.00
Conzalez, Renat/1	621.00
Crestview Apts/22	8,345.00
D.D.Rentals/8	3,462.00
Daters, Toni Ra/1	360.00
Douglas Ter Apt/4	1,850.00
Ealy, Carol/1	469.00
EPC LLC/3	680.00
Etter, Connie/1	650.00
Eubanks,C/1	296.00
Flores, Antonio/1	274.00
Friendly.Valley/3	346.00
Gooding, David/1	657.00
Gorrell, Joseph/1	344.00
Gray,D/2	1,277.00
Gutierrez,Humbe/2	643.00
Hala,J/5	1,561.00
Hatch,R/2	1,648.00
HAVELKA,B/1	696.00
HESSENIUS,R/1	832.00
Hilltop.Village/2	483.00
Hinmon,Linda/1	236.00

BILL LIST 07/14/25

Ho Phi Nguyen/1	550.00
House Harvester/1	299.00
HOWARD,J/1	171.00
Hubbard MapleSt/1	192.00
IA Real Estate/2	783.00
Inman, Jeffrey/1	550.00
JBI.COOP.Assn/4	1,723.00
JDL.Rental.Coop/1	496.00
JMADD Propertie/1	432.00
Judge, John/1	353.00
Judge,M/12	3,253.00
Kading Prop LLC/4	3,440.00
Lawthers.Prop.M/2	1,113.00
Linton, Tyler/2	660.00
Lopez, Jaime/1	455.00
LUENSE,B/6	2,998.00
Manus&Michelle/1	295.00
Marion Manor I/1	260.00
MD Kruse Enter/1	184.00
Moore, Michelle/1	317.00
Mtown Lofts LLC/18	6,981.00
Mtown/Westown/21	5,698.00
Nelson FamTrust/1	210.00
North.Tama.Hsg/1	60.00
Oetker,D/2	266.00
Palisade.Holdng/1	271.00
Park.Elms,LLC/5	1,656.00
Plymat Jr, Will/1	554.00
Premier.RE.Mgmt/8	3,747.00
PremierIowaCity/7	2,531.00
Prime Property/1	267.00
Pyramid Propert/4	861.00
RA.Rental.Prop/4	1,596.00
Ramirez, Sergio/1	367.00
Redborg,Kirsten/1	384.00
Reed,T/2	1,080.00
Rice, Quinton/1	411.00
River.Birch/5	1,912.00
River.Oaks/4	1,612.00
RMB Cooperative/2	872.00
Rural Revival/2	775.00
SanDiegoHousing/1	2,648.00
Schmidt,M/3	1,625.00
Shugarland Apts/1	290.00
Soto, Angela/1	763.00
Stalzer, Jason/1	588.00
Sweet Pea Prop/2	813.00
Swiff, Scott/1	437.00
Tallcorn.Tower/12	3,343.00
TAYLOR,M/1	359.00
TOWN.APARTMENT/3	1,004.00
Troutner,T/1	108.00
TTLC.Hsg/4	2,232.00
Ultimate Prop M/1	456.00
Walker, Angela/1	312.00

Worsfold Farm/1	377.00
Service/Repairs	
AG.LIME.TRUCKG/3	3,640.00
Appliance.Dr/1	119.95
BG.HVAC.INC/2	948.80
Bly,Josh/2	2,760.00
Burras, Bree/1	750.00
Central IA Tow/1	95.00
Chamber.Commerc/1	500.00
Cline, Troy/5	3,435.00
Cntrl.IA.Machin/1	690.00
Crescent.Electrc/1	145.00
Cummins.Service/1	3,668.62
Eocene Envir Gr/1	4,760.00
Global Paymt/1	2,093.94
Grewell Lawn/1	1,570.00
Heart.of.Iowa/3	1,039.48
Hegos, Deri/1	77.00
Hogeland.Auto.P/7	1,470.00
IA DIAL/1	80.00
IA.League.Citie/1	11,140.00
Jara, Laura/1	30.00
Jordan, Darrell/1	12.00
Karl of Mtown/2	6,197.10
Language Line/1	348.96
Lewis, Seeson/1	10.00
Lexipol,LLC/1	19,300.34
Logan.Contract/1	4,950.00
Macqueen.Equip/2	4,226.74
Marsh.Co.Treas/1	911.00
McAtee.Tire/2	80.00
McFarland.Cl/2	130.72
Mediacom/1	734.06
Menards/9	306.95
Milestone Outdo/2	1,579.00
Mtwn.Aviation/2	121.37
Mtwn.Wtrwrks/3	8,921.83
Murphy Tractor/1	400.18
Patton,Camille/1	26.00
Rasmussen,Lynn/1	50.00
Renaud, Rachell/1	35.00
SanDiegoHousing/1	54.64
Sandoval,Marian/1	750.00
Scharnweber. Wtr/1	27.00
Squires,Chris/1	86.00
Stiegelmeier, C/1	10.00
Thiesens.Supply/2	63.98
T-Mobile/1	1,204.56
TOP.NOTCH.TREE./1	950.00
Wandering Creek/1	2,165.00
Wickham,Michael/1	690.00
Wirth, Tammy/1	28.00
WW.Grainger/2	499.57
Supplies/Parts	
Acco Unlimited/1	3,581.85

BILL LIST 07/14/25

AdlandEngraving/2	1,421.10	Wage Assignment	
Airgas USA Inc/2	740.29	American.Educa./1	64.41
Appliance.Dr/2	874.00	Chav Garcia, Jo/1	100.00
Arnold.Motor/5	205.44	Collection.Svs./5	1,161.75
AscendanceTruck/1	582.54	Colonial.Life/1	271.49
Atlantic.Bottli/2	1,888.18	Fidelity Securi/2	470.14
Biller.Press/1	1,853.87	I.M.W.C.A/1	27,621.00
Bitumnous/5	2,311.82	I.R.S./6	105,980.32
Cessford/2	6,370.35	IA.Treasurer/2	15,337.56
City.Laundrying/6	231.17	ICMA457Mission/11	14,348.26
Cntrl.IA.Farm/2	156.64	TotalAdmin.Serv/10	16,306.80
Cntrl.IA.Machin/1	1,852.00	Total/751	2,831,782.32
CTI Ready Mix/5	2,668.25		
Danko.Emerg.Eqp/1	144.28		
Deluxe.Business/2	260.08		
Diamond Vogel/1	2,722.50		
DJ.Gongol.Assoc/1	2,012.92		
Galls.LLC/4	293.79		
Gervich.Sons/1	212.00		
Intoximeters/1	1,700.00		
Karl of Mtown/1	83.94		
KB Excavating L/1	3,400.00		
Kiesler Police/1	1,693.00		
LARRY'S.TOWING/1	335.00		
Lib Furniture/1	2,125.00		
Logan.Contract/1	19,950.00		
Macqueen.Equip/2	3,893.75		
Martin.Marietta/1	715.61		
Menards/24	773.70		
Microbac Lab/1	122.00		
Midland.Scienti/3	690.66		
Mini Melts of A/1	1,761.90		
Nebraska Air/2	1,016.35		
Northern.Lights/4	4,447.60		
Nutrien.Ag.Sol/1	468.18		
Office.Express/1	173.12		
Reliant.Fire.Ap/1	2,010.96		
RoseCity.Label/1	630.00		
SE.Jones.Indust/1	95.25		
Showroom Auto/1	1,299.00		
Strands/4	392.23		
Thiesens.Supply/19	1,951.09		
Titan.Machinery/1	257.66		
Tompkins Ind/1	790.92		
Tri.State.Lock/2	196.80		
Trojan Tech/1	7,439.17		
Vanwall Equip/2	1,500.00		
Witmer.Public.S/1	445.23		
WW.Grainger/2	32.32		
Utilities			
Alliant.Energy/65	57,242.17		
Mtwn.Aviation/1	62.50		
Mtwn.Wtrwrks/1	934.06		
New.CenturyFS/1	15,854.90		
WoodRiver.Enrgy/3	5,234.50		

BILL LIST 07/14/25

Account Number	Vendor Name	Description (Item)	Amount
184.5030.5242.000	201 E Main MT LLC	rent assistance	\$ 400.00
184.5030.5242.000	201 E Main MT LLC	rent assistance	\$ 273.00
184.5030.5242.000	201 E Main MT LLC	rent assistance	\$ 287.00
184.5030.5242.000	201 E Main MT LLC	rent assistance	\$ 313.00
184.5030.5242.000	201 E Main MT LLC	rent assistance	\$ 321.00
184.5030.5242.000	201 E Main MT LLC	rent assistance	\$ 351.00
184.5030.5242.000	201 E Main MT LLC	rent assistance	\$ 449.00
184.5030.5242.000	201 E Main MT LLC	rent assistance	\$ 449.00
184.5030.5242.000	201 E Main MT LLC	rent assistance	\$ 462.00
184.5030.5242.000	201 E Main MT LLC	rent assistance	\$ 462.00
184.5030.5242.000	201 E Main MT LLC	rent assistance	\$ 465.00
184.5030.5242.000	201 E Main MT LLC	rent assistance	\$ 445.00
001.4045.5607.000	Acco Unlimited	Aquatic Center liquid chlorinating solution	\$ 3,581.85
184.5030.5242.000	Ackley Housing Inc	rent assistance	\$ 164.00
184.5030.5242.000	Ackley Housing Inc	rent assistance	\$ 202.00
184.5030.5242.000	Ackley Housing Inc	rent assistance	\$ 224.00
184.5030.5242.000	Ackley Housing Inc	rent assistance	\$ 231.00
184.5030.5242.000	Ackley Housing Inc	rent assistance	\$ 121.00
184.5030.5242.000	Ackley Housing Inc	rent assistance	\$ 295.00
001.4041.5613.000	Adland Engraving	Summer camp shirts	\$ 473.70
001.4041.5613.000	Adland Engraving	Summer camp shirts	\$ 947.40
001.4030.5386.000	AG LIME TRUCKING & MOWING INC	Parks contract mowings	\$ 1,900.00
001.4045.5386.000	AG LIME TRUCKING & MOWING INC	Parks contract mowings	\$ 600.00
110.2010.5386.000	AG LIME TRUCKING & MOWING INC	Parks contract mowings	\$ 1,140.00
001.1050.5630.000	Airgas USA Inc	oxygen tanks	\$ 65.15
610.8015.5603.000	Airgas USA Inc	LAB Acetylene & Argon for AA	\$ 675.14
001.1030.5481.000	Alliant Energy	25 N Center St Civil Defense Sirens	\$ 100.00
001.1030.5481.000	Alliant Energy	7 W State St tornado siren	\$ 47.32
001.1099.5481.000	Alliant Energy	909 S 2nd St Fire & Police Bldg	\$ 10,789.84
001.1099.5482.000	Alliant Energy	909 S 2nd St Fire & Police Bldg	\$ 236.69
001.2020.5481.000	Alliant Energy	NE corner S 1st Ave / Church St parking lot	\$ 189.08
001.2080.5481.000	Alliant Energy	2651 170th St Runway lights	\$ 117.37
001.2080.5481.000	Alliant Energy	2651 170th St TEMP	\$ 602.87
001.4010.5481.000	Alliant Energy	Library - 105 W Boone St	\$ 3,698.61
001.4030.5481.000	Alliant Energy	311 E ANSON ST PARK	\$ 46.71
001.4030.5481.000	Alliant Energy	802 S 3rd St Skate Park	\$ 18.93
001.4030.5481.000	Alliant Energy	915 S 4th Ave Anson Park	\$ 26.12
001.4030.5481.000	Alliant Energy	108 N 2nd Ave Alley - Farmers Market	\$ 23.88
001.4030.5481.000	Alliant Energy	Highland Acres Rd	\$ 35.01
001.4030.5481.000	Alliant Energy	Broadmore Assistance League	\$ 14.27
001.4030.5481.000	Alliant Energy	220 N 13th St Rest room	\$ 42.80
001.4030.5481.000	Alliant Energy	N 13th St	\$ 139.25
001.4030.5481.000	Alliant Energy	Arnolds Park	\$ 13.38
001.4030.5481.000	Alliant Energy	516 N 3rd St Elks Park	\$ 27.63
001.4030.5481.000	Alliant Energy	500 Plaza Hts Rd	\$ 46.08
001.4030.5481.000	Alliant Energy	407 Marion St	\$ 26.59
001.4030.5481.000	Alliant Energy	S 3rd Ave Kiwanis Park	\$ 45.30
001.4045.5481.000	Alliant Energy	212 Washington St Aquatic Center	\$ 9,326.47
001.4065.5481.000	Alliant Energy	10 W State St COLISEUM	\$ 5,608.97
001.4065.5482.000	Alliant Energy	10 W State St COLISEUM	\$ 95.73
001.6050.5481.000	Alliant Energy	24 N Center St Municipal Bldg	\$ 183.70
001.6051.5481.000	Alliant Energy	36 N Center St- Carnegie Bldg	\$ 1,182.08
001.6051.5482.000	Alliant Energy	36 N Center St- Carnegie Bldg	\$ 56.23
110.2010.5481.000	Alliant Energy	905 E Main PW Bldg	\$ 1,098.24
110.2030.5481.000	Alliant Energy	S 6th Street	\$ 61.98
110.2030.5481.000	Alliant Energy	MARSHALLTOWN	\$ 18,786.31
110.2030.5481.000	Alliant Energy	407 Player St Bridge Light	\$ 77.56
110.2030.5481.000	Alliant Energy	17 N Center St metered	\$ 26.92
110.2030.5481.000	Alliant Energy	3098 Lincoln Way sign	\$ 31.10
110.2030.5481.000	Alliant Energy	6 S 2nd St Alley	\$ 40.17

110.2030.5481.000 Alliant Energy	36 W Main St alley	\$	34.80
110.2030.5481.000 Alliant Energy	106 S Center St metered	\$	46.74
110.2030.5481.000 Alliant Energy	220 E Main St alley	\$	44.77
110.2030.5481.000 Alliant Energy	1707 Laurel Dr Viaduct Light	\$	33.97
110.2030.5481.000 Alliant Energy	404 1/2 S Center St Viaduct	\$	79.42
110.2030.5481.000 Alliant Energy	N Center St & Church St	\$	30.61
110.2030.5481.000 Alliant Energy	36 E Main St Alley	\$	37.50
110.2030.5481.000 Alliant Energy	120 E Main St Alley	\$	46.83
110.2030.5481.000 Alliant Energy	Market St Bridge lights	\$	68.80
110.2030.5481.000 Alliant Energy	N 13th Street lights	\$	120.21
110.2030.5481.000 Alliant Energy	25 N 13th St	\$	60.05
110.2030.5481.000 Alliant Energy	207 W Main St	\$	44.47
110.2040.5481.000 Alliant Energy	219 Westwood flashing lights	\$	25.61
110.2040.5481.000 Alliant Energy	S Center St & South St	\$	44.55
110.2040.5481.000 Alliant Energy	E Anson St & 4th Ave	\$	25.61
110.2040.5481.000 Alliant Energy	5 N 5th St & State St	\$	25.61
110.2040.5481.000 Alliant Energy	E Anson St & 3rd Ave	\$	62.29
110.2040.5481.000 Alliant Energy	S Center St & Boone St	\$	47.36
110.2040.5481.000 Alliant Energy	S Center St & Linn St	\$	39.93
110.2040.5481.000 Alliant Energy	S Center St & Anson	\$	76.20
110.2040.5481.000 Alliant Energy	W High St & S 6th St	\$	31.01
110.2040.5481.000 Alliant Energy	S 1st Ave & E Anson St	\$	62.86
110.2040.5481.000 Alliant Energy	S 3rd Ave & Linn St	\$	113.29
110.2040.5481.000 Alliant Energy	S Center St & Olive St	\$	53.09
110.2040.5481.000 Alliant Energy	S 6th St & Olive St	\$	40.45
110.2040.5481.000 Alliant Energy	Westwood Dr & Center St	\$	37.33
110.2040.5481.000 Alliant Energy	W Meadowlane & Center St	\$	43.55
142.4030.5481.000 Alliant Energy	800 S 6th St Softball Diamonds	\$	1,573.35
364.4030.5342.000 Alliant Energy	Upgrade new service Riverview Park East side July7	\$	1,126.12
610.8016.5481.000 Alliant Energy	S 2nd St & Player St	\$	492.12
610.8016.5481.000 Alliant Energy	N 22nd St	\$	204.44
690.8050.5481.000 Alliant Energy	905 E Main PW Bldg	\$	732.16
999.1121.000 American Education Services	Wage Withholding	\$	64.41
001.1090.5331.000 Animal Rescue League	Taking care of animals in city limits July 2025	\$	7,499.08
001.1010.5342.000 Appliance Doctor	PD refrigerator repair	\$	119.95
001.1010.5342.000 Appliance Doctor	damper	\$	159.95
001.1050.5410.000 Appliance Doctor	FD dishwasher drain tube plugged	\$	119.95
001.1050.5718.000 Appliance Doctor	labor	\$	125.00
001.1050.5718.000 Appliance Doctor	Fire dept dishwasher	\$	749.00
610.8015.5980.000 Aragon, Maria	Sewer refund filled pool	\$	25.49
001.1010.5565.000 Arnold Motor Supply	PD 500 brake pads with kit	\$	72.29
110.2010.5565.000 Arnold Motor Supply	Dura patcher starter switches	\$	7.83
110.2010.5565.000 Arnold Motor Supply	Truck 42 brake cams	\$	76.20
110.2060.5565.000 Arnold Motor Supply	Truck 49 ignition switch	\$	38.10
110.2060.5565.000 Arnold Motor Supply	2017 Dodge Ram truck fuel cap	\$	11.02
184.5030.5242.000 Arrowhead Homes LLC	rent assistance	\$	317.00
110.2010.5565.000 Ascendance Trucks - Parts	Truck 42 brake weld clevis chamber	\$	582.54
760.8080.5608.000 Atlantic Bottling Co	Parks resale products	\$	1,048.08
760.8080.5608.000 Atlantic Bottling Co	Aquatic Center concession resale	\$	840.10
001.4045.5410.000 B&G HVAC INC	Aquatic Ctr sink clog	\$	201.25
001.4045.5410.000 B&G HVAC INC	Parks toilet replaced	\$	747.55
184.5030.5242.000 Bahr, Larry	rent assistance	\$	781.00
610.8015.5980.000 Banderas, Antonio	Sewer refund filled pool	\$	22.29
001.1010.5347.000 BDH INFORMATION TECHNOLOGY LLC	Block time - 20hrs Police dept	\$	1,266.25
001.1010.5347.000 BDH INFORMATION TECHNOLOGY LLC	PD 4500 Veeam Backup & Recovery	\$	54.00
001.1010.5347.000 BDH INFORMATION TECHNOLOGY LLC	PD Covert Internet service	\$	79.34
001.4010.5347.000 BDH INFORMATION TECHNOLOGY LLC	Block time 10hrs Library	\$	633.13
001.6070.5347.000 BDH INFORMATION TECHNOLOGY LLC	Library remote monitoring & management	\$	140.00
001.6070.5347.000 BDH INFORMATION TECHNOLOGY LLC	Coliseum remote monitoring & management	\$	40.00
001.6070.5347.000 BDH INFORMATION TECHNOLOGY LLC	Housing remote monitoring & management	\$	50.00
001.6070.5347.000 BDH INFORMATION TECHNOLOGY LLC	SIEM infrastructure device monitoring service	\$	650.00
001.6070.5347.000 BDH INFORMATION TECHNOLOGY LLC	Block time 50hrs General Fund	\$	3,165.62
001.6070.5347.000 BDH INFORMATION TECHNOLOGY LLC	City Hall remote monitoring & management	\$	130.00
001.6070.5347.000 BDH INFORMATION TECHNOLOGY LLC	City council remote monitoring & management	\$	35.00

001.6070.5347.000 BDH INFORMATION TECHNOLOGY LLC	Parks remote monitoring & management	\$ 30.00
001.6070.5347.000 BDH INFORMATION TECHNOLOGY LLC	Finance remote monitoring & management	\$ 25.00
001.6070.5347.000 BDH INFORMATION TECHNOLOGY LLC	Sentinel One Singularity complete advanced EDR	\$ 160.00
001.6070.5347.000 BDH INFORMATION TECHNOLOGY LLC	Aquatic Ctr remote monitoring & management	\$ 20.00
001.6070.5347.000 BDH INFORMATION TECHNOLOGY LLC	Police remote monitoring & management	\$ 390.00
001.6070.5347.000 BDH INFORMATION TECHNOLOGY LLC	SIEM server device monitoring service	\$ 200.00
001.6070.5347.000 BDH INFORMATION TECHNOLOGY LLC	Standalone Advanced SPAM/ virus emailing	\$ 175.00
001.6070.5347.000 BDH INFORMATION TECHNOLOGY LLC	Veeam Monthly subsc Tyler users	\$ 198.00
001.6070.5347.000 BDH INFORMATION TECHNOLOGY LLC	Admin remote monitoring & management	\$ 25.00
001.6070.5347.000 BDH INFORMATION TECHNOLOGY LLC	Fire dept remote monitoring & management	\$ 160.00
110.2010.5347.000 BDH INFORMATION TECHNOLOGY LLC	Public Works remote monitoring & management	\$ 60.00
110.2010.5347.000 BDH INFORMATION TECHNOLOGY LLC	PW 4500 Veeam Backup & Recovery	\$ 18.00
110.2060.5347.000 BDH INFORMATION TECHNOLOGY LLC	PW 4500 Veeam Backup & Recovery	\$ 18.00
110.2060.5347.000 BDH INFORMATION TECHNOLOGY LLC	Engineering remote monitoring & management	\$ 95.00
184.5030.5347.000 BDH INFORMATION TECHNOLOGY LLC	Sec 8 Housing remote monitoring & management	\$ 10.00
610.8015.5347.000 BDH INFORMATION TECHNOLOGY LLC	WPCP remote monitoring & management	\$ 75.00
610.8015.5347.000 BDH INFORMATION TECHNOLOGY LLC	WPCP 4500 Veeam Backup & Recovery	\$ 18.00
690.8050.5347.000 BDH INFORMATION TECHNOLOGY LLC	Transit remote monitoring & management	\$ 20.00
001.2020.5600.000 Biller Press	5000 yellow parking tickets	\$ 1,853.87
110.2010.5617.000 Bitumnous Materials & Supply	emulsified asphalt	\$ 439.14
110.2010.5617.000 Bitumnous Materials & Supply	emulsified asphalt	\$ 445.28
110.2010.5617.000 Bitumnous Materials & Supply	emulsified asphalt	\$ 542.88
110.2010.5617.000 Bitumnous Materials & Supply	emulsified asphalt	\$ 433.08
110.2010.5617.000 Bitumnous Materials & Supply	emulsified asphalt	\$ 451.44
610.8015.5980.000 Bizios, Tiffany	Sewer refund filled pool	\$ 30.21
184.5030.5242.000 BJ&J LLC	rent assistance	\$ 277.00
184.5030.5242.000 Blood, Alex	rent assistance	\$ 420.00
184.5030.5242.000 Blue Fund I	rent assistance	\$ 261.00
184.5030.5242.000 Blue Fund I	rent assistance	\$ 598.00
001.4030.5386.000 Bly, Josh	Parks contract mowings	\$ 2,200.00
740.8067.5386.000 Bly, Josh	Parks contract mowings	\$ 560.00
001.5040.5342.000 Bolton & Menk Inc	Applicant sign permit request	\$ 100.00
363.2012.5233.000 Bolton & Menk Inc	Quiet Zone Implementation	\$ 1,232.50
363.2012.5233.000 Bolton & Menk Inc	Prof Serv - State Street Recon 4/21/25-5/23/25	\$ 4,698.50
364.2012.5233.000 Bolton & Menk Inc	Increase	\$ 67,876.50
184.5030.5242.000 Borota, Kent	rent assistance	\$ 420.00
184.5030.5242.000 Borota, Kent	rent assistance	\$ 550.00
184.5030.5242.000 Borota, Kent	rent assistance	\$ 310.00
184.5030.5242.000 Brodin, Chris	rent assistance	\$ 67.00
184.5030.5242.000 Brown, Larry	rent assistance	\$ 343.00
184.5030.5242.000 BTG Rental LLC	rent assistance	\$ 230.00
184.5030.5242.000 Buckaroo LLC	rent assistance	\$ 478.00
184.5030.5242.000 Buckaroo LLC	rent assistance	\$ 521.00
184.5030.5242.000 Buckaroo LLC	rent assistance	\$ 590.00
181.3040.5433.000 Burras, Bree Fristoe	Lead Hazard reduction program	\$ 750.00
610.8015.5980.000 Ceballos, Trisha	Sewer refund filled pool	\$ 29.80
001.2080.5565.000 Central Iowa Farm Store Inc	Airport New Holland oil cap filler	\$ 20.79
110.2010.5565.000 Central Iowa Farm Store Inc	Gravely mower parts	\$ 135.85
110.2010.5410.000 Central Iowa Machine Shop Inc	Grapple bucket tines	\$ 690.00
110.2010.5600.000 Central Iowa Machine Shop Inc	Grapple bucket tines	\$ 1,852.00
184.5030.5242.000 CENTRAL IOWA RESIDENTIAL SERV INC	rent assistance	\$ 71.00
184.5030.5242.000 CENTRAL IOWA RESIDENTIAL SERV INC	rent assistance	\$ 14.00
184.5030.5242.000 CENTRAL IOWA RESIDENTIAL SERV INC	rent assistance	\$ 77.00
184.5030.5242.000 CENTRAL IOWA RESIDENTIAL SERV INC	rent assistance	\$ 117.00
184.5030.5242.000 CENTRAL IOWA RESIDENTIAL SERV INC	rent assistance	\$ 97.00
184.5030.5242.000 CENTRAL IOWA RESIDENTIAL SERV INC	rent assistance	\$ 122.00
184.5030.5242.000 CENTRAL IOWA RESIDENTIAL SERV INC	rent assistance	\$ 79.00
001.1010.5359.000 Central Iowa Towing & Recovery Inc	PD Durango tow	\$ 95.00
110.2010.5620.000 Cessford	Street dept crushed rock	\$ 2,801.40
110.2010.5620.000 Cessford	Street dept crushed rock	\$ 3,568.95
999.1166.000 Chavarria Garcia, Jose	Parking ticket overpayment	\$ 100.00
110.2010.5342.000 CITY LAUNDERING COMPANY	cleaning and insurance	\$ 141.66
110.2010.5342.000 CITY LAUNDERING COMPANY	cleaning and insurance	\$ 37.76
110.2010.5342.000 CITY LAUNDERING COMPANY	cleaning and insurance	\$ 146.66

110.2010.5600.000 CITY LAUNDERING COMPANY	supplies	\$	38.30
110.2010.5600.000 CITY LAUNDERING COMPANY	supplies	\$	29.79
110.2010.5600.000 CITY LAUNDERING COMPANY	supplies	\$	33.30
690.8050.5132.000 CITY LAUNDERING COMPANY	Transit dept - uniform cleaning	\$	43.26
690.8050.5132.000 CITY LAUNDERING COMPANY	Transit dept - uniform cleaning	\$	43.26
690.8050.5132.000 CITY LAUNDERING COMPANY	Transit dept - uniform cleaning	\$	43.26
001.1075.5261.000 Cline, Troy	1918 S 5th Ave yard clean up	\$	420.00
001.1075.5261.000 Cline, Troy	land fill fee	\$	210.00
001.1075.5263.000 Cline, Troy	City owned property mowings	\$	770.00
001.1075.5263.000 Cline, Troy	City owned mowings	\$	1,265.00
001.1075.5263.000 Cline, Troy	City owned mowings	\$	770.00
184.5030.5242.000 Clock Tower Senior LP	rent assistance	\$	327.00
184.5030.5242.000 Clock Tower Senior LP	rent assistance	\$	450.00
184.5030.5242.000 Clock Tower Senior LP	rent assistance	\$	287.00
184.5030.5242.000 Clock Tower Senior LP	rent assistance	\$	388.00
184.5030.5242.000 Clock Tower Senior LP	rent assistance	\$	244.00
184.5030.5242.000 Clock Tower Senior LP	rent assistance	\$	346.00
184.5030.5242.000 Clock Tower Senior LP	rent assistance	\$	100.00
184.5030.5242.000 Clock Tower Senior LP	rent assistance	\$	613.00
184.5030.5242.000 Clock Tower Senior LP	rent assistance	\$	331.00
184.5030.5242.000 Clock Tower Senior LP	rent assistance	\$	211.00
184.5030.5242.000 CMHC Investments LLC	rent assistance	\$	199.00
160.5020.5331.000 CO2 Refrigeration Systems Inc	Economic Development Grant match-High Quality Job	\$	357.69
160.5020.5331.000 CO2 Refrigeration Systems Inc	Economic Development Grant match-High Quality Job	\$	19,642.31
999.1121.000 Collection Services Center	Child Support	\$	101.59
999.1121.000 Collection Services Center	Child Support	\$	102.11
999.1121.000 Collection Services Center	Child Support	\$	394.42
999.1121.000 Collection Services Center	Child Support	\$	139.77
999.1121.000 Collection Services Center	Child Support	\$	423.86
999.1133.000 Colonial Life	COLONIAL LIFE INSURANCE	\$	271.49
364.2012.5342.000 CONSTRUCT INC	E Main/Center St Recon- Base+Alt 1 & 2 6/1-6/30/25	\$	610,148.13
364.4030.5342.000 CONSTRUCT INC	INCREASE	\$	72,654.16
364.4030.5342.000 CONSTRUCT INC	6th St Trailhd and Ped Bridge 1/9/25-6/30/25	\$	312,922.27
110.2030.5410.000 Crescent Electric Supply Co	Coil for Center St. viaduct street lights	\$	145.00
184.5030.5242.000 Crestview Apts LLC	rent assistance	\$	366.00
184.5030.5242.000 Crestview Apts LLC	rent assistance	\$	276.00
184.5030.5242.000 Crestview Apts LLC	rent assistance	\$	420.00
184.5030.5242.000 Crestview Apts LLC	rent assistance	\$	437.00
184.5030.5242.000 Crestview Apts LLC	rent assistance	\$	422.00
184.5030.5242.000 Crestview Apts LLC	rent assistance	\$	424.00
184.5030.5242.000 Crestview Apts LLC	rent assistance	\$	424.00
184.5030.5242.000 Crestview Apts LLC	rent assistance	\$	424.00
184.5030.5242.000 Crestview Apts LLC	rent assistance	\$	430.00
184.5030.5242.000 Crestview Apts LLC	rent assistance	\$	226.00
184.5030.5242.000 Crestview Apts LLC	rent assistance	\$	445.00
184.5030.5242.000 Crestview Apts LLC	rent assistance	\$	449.00
184.5030.5242.000 Crestview Apts LLC	rent assistance	\$	455.00
184.5030.5242.000 Crestview Apts LLC	rent assistance	\$	462.00
184.5030.5242.000 Crestview Apts LLC	rent assistance	\$	420.00
184.5030.5242.000 Crestview Apts LLC	rent assistance	\$	226.00
184.5030.5242.000 Crestview Apts LLC	rent assistance	\$	487.00
184.5030.5242.000 Crestview Apts LLC	rent assistance	\$	650.00
184.5030.5242.000 Crestview Apts LLC	rent assistance	\$	144.00
184.5030.5242.000 Crestview Apts LLC	rent assistance	\$	80.00
184.5030.5242.000 Crestview Apts LLC	rent assistance	\$	192.00
184.5030.5242.000 Crestview Apts LLC	rent assistance	\$	486.00
740.8065.5600.000 CTI Ready Mix Inc	N 15th St storm sewer repair	\$	631.00
740.8065.5600.000 CTI Ready Mix Inc	Main St by Lennox storm sewer repair	\$	542.50
740.8065.5600.000 CTI Ready Mix Inc	Main St by Lennox storm sewer repair	\$	409.75
740.8065.5600.000 CTI Ready Mix Inc	Ferner & 2nd Ave stormsewer catch basin rebuild	\$	498.25
740.8065.5600.000 CTI Ready Mix Inc	Ferner and 2nd Ave	\$	586.75
001.1099.5344.000 CUMMINS Sales & Service	Generator service at Police & Fire Bldg	\$	524.91
001.1099.5344.000 CUMMINS Sales & Service	Police & Fire generator serviced	\$	888.23
690.8050.5410.000 CUMMINS Sales & Service	Transit 121 electronic service tool/ inspections	\$	3,668.62

184.5030.5242.000 D & D RENTALS INC	rent assistance	\$ 69.00
184.5030.5242.000 D & D RENTALS INC	rent assistance	\$ 302.00
184.5030.5242.000 D & D RENTALS INC	rent assistance	\$ 283.00
184.5030.5242.000 D & D RENTALS INC	rent assistance	\$ 615.00
184.5030.5242.000 D & D RENTALS INC	rent assistance	\$ 1,200.00
184.5030.5242.000 D & D RENTALS INC	rent assistance	\$ 600.00
184.5030.5242.000 D & D RENTALS INC	rent assistance	\$ 380.00
184.5030.5242.000 D & D RENTALS INC	rent assistance	\$ 13.00
610.8015.5600.000 D J GONGOL & ASSOCIATES INC	Sludge pump replacement parts	\$ 2,012.92
001.1050.5132.000 DANKO EMERGENCY EQUIPMENT CO.	Flame structure glove	\$ 144.28
184.5030.5242.000 Daters, Toni Rae	rent assistance	\$ 360.00
001.4045.5605.000 DELUXE FOR BUSINESS	AQ Concessions deposit books	\$ 130.04
760.8080.5605.000 DELUXE FOR BUSINESS	Aquatic Ctr deposit books	\$ 130.04
110.2010.5628.000 Diamond Vogel	Street dept yellow street paint	\$ 2,722.50
184.5030.5242.000 Douglas A Nelson/ Debra K Nelson Family Trust	rent assistance	\$ 210.00
184.5030.5242.000 Douglas Terrace Apartments LLC	rent assistance	\$ 143.00
184.5030.5242.000 Douglas Terrace Apartments LLC	rent assistance	\$ 418.00
184.5030.5242.000 Douglas Terrace Apartments LLC	rent assistance	\$ 685.00
184.5030.5242.000 Douglas Terrace Apartments LLC	rent assistance	\$ 604.00
184.5030.5242.000 Ealy, Carol	rent assistance	\$ 469.00
364.4030.5342.000 Edge Commercial LLC	Water Plaza Con Contract 5/1/25-6/30/25	\$ 427,218.29
001.1010.5344.000 EO Johnson Co Inc	PD contract and copies	\$ 691.10
001.6021.5344.000 EO Johnson Co Inc	Finance copies 3/26/25-6/25/25	\$ 96.22
184.5030.5344.000 EO Johnson Co Inc	Housing copies Contract KB-CONT3935-01	\$ 52.15
181.3040.5342.000 Eocene Environmental Group Inc	Lead Hazard Reduction program (2023)	\$ 21,623.00
181.3040.5415.000 Eocene Environmental Group Inc	Lead Hazard Reduction program (2023)	\$ 4,760.00
184.5030.5242.000 EPC LLC	rent assistance	\$ 309.00
184.5030.5242.000 EPC LLC	rent assistance	\$ 314.00
184.5030.5242.000 EPC LLC	rent assistance	\$ 57.00
184.5030.5242.000 Etter, Connie	rent assistance	\$ 650.00
184.5030.5242.000 Eubanks, Chad	rent assistance	\$ 296.00
999.1125.000 Fidelity Security Life Insurance	VISION INSURANCE	\$ 147.52
999.1125.000 Fidelity Security Life Insurance	VISION INSURANCE	\$ 322.62
184.5030.5242.000 Flores, Antonio	rent assistance	\$ 274.00
615.8015.5233.000 FOX Strand	WPCP21001 WPCP Hdwrks & Dig Const Ph 5/1-5/31/25	\$ 4,221.80
184.5030.5242.000 FRIENDLY VALLEY APARTMENTS INC	rent assistance	\$ 172.00
184.5030.5242.000 FRIENDLY VALLEY APARTMENTS INC	rent assistance	\$ 110.00
184.5030.5242.000 FRIENDLY VALLEY APARTMENTS INC	rent assistance	\$ 64.00
001.1010.5132.000 Galls LLC	PD employee clothing	\$ 77.13
001.1010.5132.000 Galls LLC	PD employee clothing	\$ 67.31
001.1010.5132.000 Galls LLC	PD employee clothing	\$ 63.90
001.1010.5132.000 Galls LLC	PD employee clothing	\$ 85.45
110.2010.5600.000 GERVICH & SONS INC	Street dept stock steel	\$ 212.00
001.4030.5215.000 Globalpayments	Park & Rec credit card fee	\$ 2,093.94
184.5030.5242.000 Gonzalez, Renato	rent assistance	\$ 621.00
184.5030.5242.000 Gooding, David	rent assistance	\$ 657.00
184.5030.5242.000 Gorrell, Joseph	rent assistance	\$ 344.00
184.5030.5242.000 Gray, Dennis	rent assistance	\$ 490.00
184.5030.5242.000 Gray, Dennis	rent assistance	\$ 787.00
610.8015.5386.000 Grewell Lawn & Snow Removal Services LLC	WPCP June contract mowings	\$ 1,570.00
184.5030.5242.000 Gutierrez, Humberto Fabian	rent assistance	\$ 239.00
184.5030.5242.000 Gutierrez, Humberto Fabian	rent assistance	\$ 404.00
184.5030.5242.000 Hala, Janet	rent assistance	\$ 244.00
184.5030.5242.000 Hala, Janet	rent assistance	\$ 536.00
184.5030.5242.000 Hala, Janet	rent assistance	\$ 177.00
184.5030.5242.000 Hala, Janet	rent assistance	\$ 180.00
184.5030.5242.000 Hala, Janet	rent assistance	\$ 424.00
884.7010.5337.000 HARTFORD- PRIORITY ACCTS	July insurance premium	\$ 6,401.38
913.1013.5337.000 HARTFORD- PRIORITY ACCTS	July insurance premium	\$ 481.49
184.5030.5242.000 Hatch, Roger	rent assistance	\$ 433.00
184.5030.5242.000 Hatch, Roger	rent assistance	\$ 1,215.00
184.5030.5242.000 HAVELKA, BILL S	rent assistance	\$ 696.00
884.6021.4875.000 Health Partners	stop/ loss credits	\$ (13,816.63)
884.7010.5230.000 Health Partners	July monthly fees and premiums	\$ 12,479.75

884.7010.5337.000 Health Partners	July monthly fees and premiums	\$ 32,231.44
884.7010.5339.000 Health Partners	Claims 6/12-6/18	\$ 22,285.44
884.7010.5339.000 Health Partners	Claims 06/18-06/23	\$ 3,806.99
884.7010.5339.000 Health Partners	claims 6/19-6/25	\$ 57,129.76
884.7010.5339.000 Health Partners	claims 6/19-6/25	\$ 1,951.86
884.7010.5339.000 Health Partners	claims 6/26-7/02	\$ 25,594.25
884.7010.5339.000 Health Partners	claims 6/26-7/02	\$ 8,339.50
610.8015.5450.000 HEART OF IOWA COMMUNICATIONS CO-OP	WPCP July direct connect internet	\$ 519.74
610.8016.5450.000 HEART OF IOWA COMMUNICATIONS CO-OP	WPCP July direct connect internet	\$ 311.84
740.8065.5450.000 HEART OF IOWA COMMUNICATIONS CO-OP	WPCP July direct connect internet	\$ 207.90
184.5030.5246.000 Hegos, Deri	rent assistance	\$ 77.00
184.5030.5242.000 HESSENIUS, ROBERT	rent assistance	\$ 832.00
110.2040.5750.000 Higher View Enterprises Inc	2012 International Digger Derrick (Res 2025-136)	\$ 27,500.00
184.5030.5242.000 Hilltop Village Inc	rent assistance	\$ 222.00
184.5030.5242.000 Hilltop Village Inc	rent assistance	\$ 261.00
184.5030.5242.000 Hinmon, Linda	rent assistance	\$ 236.00
184.5030.5242.000 Historic Tallcorn Towers LLP	rent assistance	\$ 245.00
184.5030.5242.000 Historic Tallcorn Towers LLP	rent assistance	\$ 418.00
184.5030.5242.000 Historic Tallcorn Towers LLP	rent assistance	\$ 389.00
184.5030.5242.000 Historic Tallcorn Towers LLP	rent assistance	\$ 350.00
184.5030.5242.000 Historic Tallcorn Towers LLP	rent assistance	\$ 297.00
184.5030.5242.000 Historic Tallcorn Towers LLP	rent assistance	\$ 281.00
184.5030.5242.000 Historic Tallcorn Towers LLP	rent assistance	\$ 278.00
184.5030.5242.000 Historic Tallcorn Towers LLP	rent assistance	\$ 271.00
184.5030.5242.000 Historic Tallcorn Towers LLP	rent assistance	\$ 251.00
184.5030.5242.000 Historic Tallcorn Towers LLP	rent assistance	\$ 214.00
184.5030.5242.000 Historic Tallcorn Towers LLP	rent assistance	\$ 227.00
184.5030.5242.000 Historic Tallcorn Towers LLP	rent assistance	\$ 122.00
184.5030.5242.000 Ho Phi Nguyen	rent assistance	\$ 550.00
184.5030.5242.000 House Harvesters LLC	rent assistance	\$ 299.00
184.5030.5242.000 Howard, Jammie	rent assistance	\$ 171.00
340.4030.5342.000 Howrey Construction Inc	6th St Trail Con Bid less INV #1 5/21/25-6/30/25	\$ 4,013.54
184.5030.5242.000 Hubbard Maple Street Apts LLC	rent assistance	\$ 192.00
881.1050.5339.000 Hunter Lane LLC	paid medical	\$ 265.47
999.1131.000 ICMA 457-Mission Square Retirement	Mission Square Retirement - Plan #303417ICMA DEF C	\$ 1,325.00
999.1131.000 ICMA 457-Mission Square Retirement	ICMA DEF COMP	\$ 269.23
999.1131.000 ICMA 457-Mission Square Retirement	Mission Square Retirement - Plan #705230	\$ 137.05
999.1131.000 ICMA 457-Mission Square Retirement	Mission Square Retirement - Plan #705230	\$ 1,175.00
999.1131.000 ICMA 457-Mission Square Retirement	Mission Square Retirement - Plan #705230	\$ 772.69
999.1131.000 ICMA 457-Mission Square Retirement	Mission Square Retirement - Plan #303417	\$ 1,140.00
999.1131.000 ICMA 457-Mission Square Retirement	ICMA DEFERRED COMP	\$ 225.00
999.1131.000 ICMA 457-Mission Square Retirement	Mission Square Retirement - Plan #303417ICMA DEF C	\$ 5,148.00
999.1131.000 ICMA 457-Mission Square Retirement	ICMA DEF COMP	\$ 230.76
999.1131.000 ICMA 457-Mission Square Retirement	Mission Square Retirement - Plan #705230	\$ 1,456.69
999.1131.000 ICMA 457-Mission Square Retirement	Mission Square Retirement - Plan #705230	\$ 2,468.84
001.1010.5344.000 IDEMIA	Livescan maintenance/ support 6/16/25-6/15/26	\$ 3,204.00
001.1010.5230.000 ILEA	Evals and interviews	\$ 700.00
999.1111.000 IMWCA	Deposit Workers Comp Premium 25-26	\$ 27,621.00
184.5030.5242.000 Inman, Jeffrey	rent assistance	\$ 550.00
999.1101.000 INTERNAL REVENUE SERVICE	Bi-Weekly Federal Taxes	\$ 16,019.66
999.1101.000 INTERNAL REVENUE SERVICE	Bi-Weekly Federal Taxes	\$ 31,535.14
999.1103.000 INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Social Security	\$ 6,425.76
999.1103.000 INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Social Security	\$ 35,942.30
999.1107.000 INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Medicare	\$ 4,762.24
999.1107.000 INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Medicare	\$ 11,295.22
152.1010.5718.000 INTOXIMETERS INC	mouth pieces and wrist straps	\$ 1,700.00
001.4045.5251.000 Iowa Dept of Inspections, Appeals, Licensing	Aquatic Center annual boiler inspection	\$ 80.00
001.1010.5344.000 Iowa Hometown Security INC	Hoop buildings service check	\$ 12.75
001.4030.5344.000 Iowa Hometown Security INC	Hoop buildings service check	\$ 19.12
110.2010.5344.000 Iowa Hometown Security INC	Hoop buildings service check	\$ 12.75
610.8015.5344.000 Iowa Hometown Security INC	Hoop buildings service check	\$ 44.63
610.8016.5344.000 Iowa Hometown Security INC	Hoop buildings service check	\$ 19.13
740.8065.5344.000 Iowa Hometown Security INC	Hoop buildings service check	\$ 12.75
750.8070.5344.000 Iowa Hometown Security INC	Hoop buildings service check	\$ 6.37

001.6020.5280.000 IOWA LEAGUE OF CITIES	Member Dues 07/01/25-06/30/26	\$ 11,140.00
184.5030.5242.000 Iowa Real Estate Holdings LLC	rent assistance	\$ 380.00
184.5030.5242.000 Iowa Real Estate Holdings LLC	rent assistance	\$ 403.00
184.5030.5246.000 Jara, Laura	rent assistance	\$ 30.00
184.5030.5242.000 JBI COOP ASSOCIATION	rent assistance	\$ 419.00
184.5030.5242.000 JBI COOP ASSOCIATION	rent assistance	\$ 362.00
184.5030.5242.000 JBI COOP ASSOCIATION	rent assistance	\$ 520.00
184.5030.5242.000 JBI COOP ASSOCIATION	rent assistance	\$ 422.00
184.5030.5242.000 JDL Rentals Cooperative	rent assistance	\$ 496.00
030.1010.5750.000 JENSEN INC	MPD 2025 Ford F150 1FTEW2LPXSKE45216	\$ 46,265.00
030.1010.5750.000 JENSEN INC	MPD 2025 Ford Explorer 1FM5K8AB2SGC24357	\$ 40,909.00
184.5030.5242.000 JMADD Properties	rent assistance	\$ 432.00
610.8015.5980.000 Johnson, Jamie	sewer refund filled pool	\$ 24.54
184.5030.5246.000 Jordan, Darrell	rent assistance	\$ 12.00
184.5030.5242.000 Judge, John	rent assistance	\$ 353.00
184.5030.5242.000 Kading Properties LLC	rent assistance	\$ 763.00
184.5030.5242.000 Kading Properties LLC	rent assistance	\$ 789.00
184.5030.5242.000 Kading Properties LLC	rent assistance	\$ 818.00
184.5030.5242.000 Kading Properties LLC	rent assistance	\$ 1,070.00
001.1010.5410.000 Karl of Marshalltown	PD 500 transfluid and labor	\$ 89.50
001.1010.5565.000 Karl of Marshalltown	PD 500 transfluid and labor	\$ 83.94
130.1010.5260.000 Karl of Marshalltown	PD 500 parts and repairs	\$ 6,107.60
140.4030.5750.000 KAY PARK-REC CORP	Recycled contour bench	\$ 1,504.75
140.4030.5611.000 KB Excavating LLC	Hydrant install at Red Barn	\$ 3,400.00
610.8015.5980.000 Kelly, Amy	Sewer refund filled pool	\$ 32.24
151.1010.5718.000 Kiesler Police Supply	PD ammunition	\$ 1,693.00
001.1010.5431.000 Language Line Services Inc	Over the phone interpretation	\$ 348.96
001.4030.5562.000 LARRYS TOWING & TIRE SERVICE	Parks mower tires	\$ 335.00
184.5030.5242.000 Lawthers Property Management	rent assistance	\$ 956.00
184.5030.5242.000 Lawthers Property Management	rent assistance	\$ 157.00
184.5030.5246.000 Lewis, Seeson	rent assistance	\$ 10.00
001.1010.5280.000 Lexipol, LLC	MPD Lexipol Annual Membership 7/1/25-6/30/26	\$ 19,300.34
001.1075.5359.000 LHogeland Auto Plaza LLC	Nuisance tows	\$ 220.00
001.1075.5359.000 LHogeland Auto Plaza LLC	Nuisance tows	\$ 220.00
001.1075.5359.000 LHogeland Auto Plaza LLC	Nuisance tows	\$ 220.00
001.1075.5359.000 LHogeland Auto Plaza LLC	Nuisance tows	\$ 220.00
001.1075.5359.000 LHogeland Auto Plaza LLC	Nuisance tows	\$ 220.00
001.1075.5359.000 LHogeland Auto Plaza LLC	Nuisance tows	\$ 220.00
110.2060.5359.000 LHogeland Auto Plaza LLC	Engr Dodge truck -tow	\$ 150.00
001.4010.5718.000 Library Furniture International LLC	Library acrylic shelf fillers	\$ 2,125.00
184.5030.5242.000 Linton, Tyler	rent assistance	\$ 368.00
184.5030.5242.000 Linton, Tyler	rent assistance	\$ 292.00
110.2010.5380.000 LOGAN CONTRACTORS SUPPLY INC	Patcher rental	\$ 4,950.00
110.2010.5617.000 LOGAN CONTRACTORS SUPPLY INC	Mastic one plexi melt - 10 pallets	\$ 19,950.00
184.5030.5242.000 Lopez, Jaime	rent assistance	\$ 455.00
184.5030.5242.000 Luense, Brant	rent assistance	\$ 255.00
184.5030.5242.000 Luense, Brant	rent assistance	\$ 750.00
184.5030.5242.000 Luense, Brant	rent assistance	\$ 650.00
184.5030.5242.000 Luense, Brant	rent assistance	\$ 260.00
184.5030.5242.000 Luense, Brant	rent assistance	\$ 727.00
184.5030.5242.000 Luense, Brant	rent assistance	\$ 356.00
001.1075.5234.000 Lynch Dallas PC	Nuisance/ Enforcement 5/13-6/13	\$ 5,232.34
001.6040.5234.000 Lynch Dallas PC	General matters 5/13-6/12	\$ 4,437.50
001.6040.5234.000 Lynch Dallas PC	Real Estate 5/15-6/13	\$ 1,561.70
001.6040.5234.000 Lynch Dallas PC	Contracts/ leases 5/19-6/13	\$ 691.00
001.6040.5234.000 Lynch Dallas PC	Zoning 5/14/25	\$ 20.00
355.1075.5234.000 Lynch Dallas PC	Real Estate 5/15-6/13	\$ 552.50
001.1050.5132.000 MACQUEEN EQUIPMENT	Firearmor gloves	\$ 102.65
001.1050.5410.000 MACQUEEN EQUIPMENT	Breathing air compressor maintenance	\$ 1,230.37
001.1050.5410.000 MACQUEEN EQUIPMENT	Gas monitor repair	\$ 2,996.37
156.1050.5132.000 MACQUEEN EQUIPMENT	Fire dept jacket and pants	\$ 3,791.10
184.5030.5242.000 Manus & Michelle Property Management	rent assistance	\$ 295.00
184.5030.5242.000 Marion Manor I Apartments	rent assistance	\$ 260.00
001.4045.5251.000 Marshall County Treasurer	Yearly pool inspection	\$ 911.00

001.2080.5342.000 Marshalltown Aviation Inc	Airport monthly services	\$ 2,708.00
001.2080.5344.000 Marshalltown Aviation Inc	Airport monthly services	\$ 2,083.00
001.2080.5450.000 Marshalltown Aviation Inc	Airport monthly services	\$ 71.32
001.2080.5450.000 Marshalltown Aviation Inc	Airport monthly services	\$ 50.05
001.2080.5481.000 Marshalltown Aviation Inc	Airport monthly services	\$ 62.50
001.6020.5280.000 Marshalltown Chamber of Commerce	FY26 Chamber Dues	\$ 500.00
184.5030.5242.000 Marshalltown Lofts, LLC	rent assistance	\$ 685.00
184.5030.5242.000 Marshalltown Lofts, LLC	rent assistance	\$ 285.00
184.5030.5242.000 Marshalltown Lofts, LLC	rent assistance	\$ 201.00
184.5030.5242.000 Marshalltown Lofts, LLC	rent assistance	\$ 73.00
184.5030.5242.000 Marshalltown Lofts, LLC	rent assistance	\$ 1,067.00
184.5030.5242.000 Marshalltown Lofts, LLC	rent assistance	\$ 149.00
184.5030.5242.000 Marshalltown Lofts, LLC	rent assistance	\$ 656.00
184.5030.5242.000 Marshalltown Lofts, LLC	rent assistance	\$ 302.00
184.5030.5242.000 Marshalltown Lofts, LLC	rent assistance	\$ 302.00
184.5030.5242.000 Marshalltown Lofts, LLC	rent assistance	\$ 462.00
184.5030.5242.000 Marshalltown Lofts, LLC	rent assistance	\$ 624.00
184.5030.5242.000 Marshalltown Lofts, LLC	rent assistance	\$ 175.00
184.5030.5242.000 Marshalltown Lofts, LLC	rent assistance	\$ 217.00
184.5030.5242.000 Marshalltown Lofts, LLC	rent assistance	\$ 222.00
184.5030.5242.000 Marshalltown Lofts, LLC	rent assistance	\$ 848.00
184.5030.5242.000 Marshalltown Lofts, LLC	rent assistance	\$ 259.00
184.5030.5242.000 Marshalltown Lofts, LLC	rent assistance	\$ 198.00
184.5030.5242.000 Marshalltown Lofts, LLC	rent assistance	\$ 256.00
001.2090.5220.000 Marshalltown Water Works	landfill bills	\$ 252.00
610.8015.5220.000 Marshalltown Water Works	WPCP collection billings	\$ 8,345.43
610.8015.5483.000 Marshalltown Water Works	WPCP water usage	\$ 934.06
740.8065.5220.000 Marshalltown Water Works	Storm water Collection Services	\$ 324.40
110.2010.5620.000 Martin Marietta Materials	Street dept crushed rock	\$ 715.61
610.8015.5980.000 Matney, Christine	Sewer refund - outside water	\$ 91.93
001.1010.5410.000 MCATEE TIRE SALES & SERVICE INC	PD 521 tire repair	\$ 40.00
001.1010.5410.000 MCATEE TIRE SALES & SERVICE INC	PD 521 tire repair	\$ 40.00
001.4030.5151.000 MCFARLAND CLINIC PC	Paid medical	\$ 65.36
001.4030.5339.000 MCFARLAND CLINIC PC	Paid medical	\$ 38.72
001.4041.5151.000 MCFARLAND CLINIC PC	Paid medical	\$ 65.36
184.5030.5242.000 MD Kruse Enterprise	rent assistance	\$ 184.00
001.1099.5450.000 MEDIACOM	Police and Fire internet 7/13-8/12	\$ 734.06
121.5030.5331.000 MEDIC	Home Buyer Incentive	\$ 2,500.00
001.1010.5600.000 MENARDS	PD ratchet tie down and furring strips	\$ 7.78
001.1010.5600.000 MENARDS	PD operating supplies	\$ 4.29
001.1050.5600.000 MENARDS	FD bath mats	\$ 63.52
001.1050.5718.000 MENARDS	Wheel chalk	\$ 15.98
001.4010.5410.000 MENARDS	Library receptacle cover	\$ 16.48
001.4010.5410.000 MENARDS	Library grout for tile	\$ 27.47
001.4010.5600.000 MENARDS	Library weed spray	\$ 22.97
001.4010.5611.000 MENARDS	Colisem projector materials, batteries, zip ties	\$ 12.99
001.4030.5611.000 MENARDS	Parks machete and pruners	\$ 94.95
001.4030.5611.000 MENARDS	35" pick up and reach	\$ 129.90
001.4030.5611.000 MENARDS	Parks machete	\$ 27.99
001.4030.5611.000 MENARDS	Flexzilla 5/ 16x25	\$ 44.99
001.4030.5611.000 MENARDS	graffiti remover	\$ 51.88
001.4030.5611.000 MENARDS	Scrub brush, acid brush and toilet stone	\$ 26.37
001.4030.5611.000 MENARDS	Air hose and faucet handle	\$ 16.18
001.4045.5410.000 MENARDS	Raid fly ribbons, screws and hinges	\$ 40.27
001.4045.5410.000 MENARDS	8" & 14" black cable ties	\$ 14.44
001.4045.5410.000 MENARDS	boiler drain, lettering and duct tape	\$ 88.83
001.4045.5410.000 MENARDS	CO alarm battery	\$ 24.99
001.4045.5410.000 MENARDS	Mop, broom and supplies	\$ 71.97
001.4045.5410.000 MENARDS	paver and brush killer	\$ 17.92
001.4065.5410.000 MENARDS	receptacle cover, trash enclosure material, towels	\$ 4.58
001.4065.5611.000 MENARDS	Colisem projector materials, batteries, zip ties	\$ 73.52
001.6050.5600.000 MENARDS	receptacle cover, trash enclosure material, towels	\$ 4.99
001.6050.5600.000 MENARDS	receptacle cover, trash enclosure material, towels	\$ 11.96
001.6050.5718.000 MENARDS	GFCI tester	\$ 5.99

110.2010.5600.000 MENARDS	PW Bldg cleaning supplies	\$	23.22
110.2030.5600.000 MENARDS	Colisem projector materials, batteries, zip ties	\$	1.79
140.4030.5611.000 MENARDS	Parks hose parts	\$	59.35
610.8016.5600.000 MENARDS	Greatstuff gap filler	\$	14.92
690.8050.5600.000 MENARDS	PW Bldg cleaning supplies	\$	23.22
740.8065.5600.000 MENARDS	Greatstuff gap filler	\$	9.95
740.8065.5600.000 MENARDS	Mortar mix	\$	25.00
610.8015.5603.000 Microbac Laboratories Inc	LAB analysis Digster #3	\$	122.00
610.8015.5603.000 MIDLAND SCIENTIFIC INC	LAB 7pH buffer solution 4L	\$	160.11
610.8015.5603.000 MIDLAND SCIENTIFIC INC	LAB hydrogen peroxide 50%	\$	138.56
610.8015.5603.000 MIDLAND SCIENTIFIC INC	LAB nitrate module	\$	391.99
184.5030.5242.000 Mike Judge	rent assistance	\$	282.00
184.5030.5242.000 Mike Judge	rent assistance	\$	391.00
184.5030.5242.000 Mike Judge	rent assistance	\$	412.00
184.5030.5242.000 Mike Judge	rent assistance	\$	197.00
184.5030.5242.000 Mike Judge	rent assistance	\$	225.00
184.5030.5242.000 Mike Judge	rent assistance	\$	125.00
184.5030.5242.000 Mike Judge	rent assistance	\$	245.00
184.5030.5242.000 Mike Judge	rent assistance	\$	336.00
184.5030.5242.000 Mike Judge	rent assistance	\$	186.00
184.5030.5242.000 Mike Judge	rent assistance	\$	273.00
184.5030.5242.000 Mike Judge	rent assistance	\$	289.00
184.5030.5242.000 Mike Judge	rent assistance	\$	292.00
001.1099.5386.000 Milestone Outdoor Co	PD/ FD lawn aeration	\$	469.00
001.1099.5386.000 Milestone Outdoor Co	Police and Fire contract mowing	\$	1,110.00
610.8015.5980.000 Miller, Lynette	Sewer refund filled pool	\$	32.24
760.8080.5608.000 Mini Melts of America Inc	Parks resale products	\$	1,761.90
110.2010.5347.000 Mitchelll	Heavy truck equipment scanner software update	\$	1,036.80
610.8015.5980.000 Monroy, Jennifer	Sewer refund filled pool	\$	32.24
184.5030.5242.000 Moore, Michelle	rent assistance	\$	317.00
184.5030.5242.000 Mtown/ Westown LLLP	rent assistance	\$	220.00
184.5030.5242.000 Mtown/ Westown LLLP	rent assistance	\$	198.00
184.5030.5242.000 Mtown/ Westown LLLP	rent assistance	\$	277.00
184.5030.5242.000 Mtown/ Westown LLLP	rent assistance	\$	330.00
184.5030.5242.000 Mtown/ Westown LLLP	rent assistance	\$	330.00
184.5030.5242.000 Mtown/ Westown LLLP	rent assistance	\$	284.00
184.5030.5242.000 Mtown/ Westown LLLP	rent assistance	\$	47.00
184.5030.5242.000 Mtown/ Westown LLLP	rent assistance	\$	296.00
184.5030.5242.000 Mtown/ Westown LLLP	rent assistance	\$	260.00
184.5030.5242.000 Mtown/ Westown LLLP	rent assistance	\$	248.00
184.5030.5242.000 Mtown/ Westown LLLP	rent assistance	\$	108.00
184.5030.5242.000 Mtown/ Westown LLLP	rent assistance	\$	196.00
184.5030.5242.000 Mtown/ Westown LLLP	rent assistance	\$	242.00
184.5030.5242.000 Mtown/ Westown LLLP	rent assistance	\$	112.00
184.5030.5242.000 Mtown/ Westown LLLP	rent assistance	\$	330.00
184.5030.5242.000 Mtown/ Westown LLLP	rent assistance	\$	514.00
184.5030.5242.000 Mtown/ Westown LLLP	rent assistance	\$	286.00
184.5030.5242.000 Mtown/ Westown LLLP	rent assistance	\$	380.00
184.5030.5242.000 Mtown/ Westown LLLP	rent assistance	\$	337.00
184.5030.5242.000 Mtown/ Westown LLLP	rent assistance	\$	427.00
184.5030.5242.000 Mtown/ Westown LLLP	rent assistance	\$	276.00
110.2010.5410.000 Murphy Tractor & Equipment	John Deere 333 warranty software updates	\$	400.18
153.1010.5321.000 Nationwide	Atlas - pet insurance 8/22/25-8/21/26	\$	1,152.08
153.1010.5321.000 Nationwide	Timber pet insurance 8/22/25-8/21/26	\$	856.98
610.8015.5600.000 Nebraska Air Filter Inc	Prelim MAU air filters	\$	350.07
610.8015.5600.000 Nebraska Air Filter Inc	MAU air filters	\$	666.28
001.2080.5484.000 NEW CENTURY FS INC	Prepay LP Airport 25-26	\$	15,854.90
184.5030.5242.000 NORTH TAMA HOUSING, INC	rent assistance	\$	60.00
760.8080.5608.000 NORTHERN LIGHTS DISTRIBUTING	Parks resale products	\$	1,286.90
760.8080.5608.000 NORTHERN LIGHTS DISTRIBUTING	Parks resale productsd	\$	1,754.10
760.8080.5608.000 NORTHERN LIGHTS DISTRIBUTING	Park and Rec resale products	\$	662.55
760.8080.5608.000 NORTHERN LIGHTS DISTRIBUTING	Parks resale products	\$	744.05
001.2080.5571.000 NUTRIEN AG SOLUTIONS INC	Airport herbicides	\$	468.18
184.5030.5242.000 Oetker, Debra	rent assistance	\$	66.00

184.5030.5242.000 Oetker, Debra	rent assistance	\$ 200.00
001.1010.5600.000 OFFICE EXPRESS	PD paper towels, can liners	\$ 173.12
610.8015.5980.000 Ortiz, Cesar	Sewer refund filled pool	\$ 52.15
184.5030.5242.000 PALISADE HOLDING CO	rent assistance	\$ 271.00
184.5030.5242.000 Park Elms LLC	rent assistance	\$ 300.00
184.5030.5242.000 Park Elms LLC	rent assistance	\$ 405.00
184.5030.5242.000 Park Elms LLC	rent assistance	\$ 116.00
184.5030.5242.000 Park Elms LLC	rent assistance	\$ 343.00
184.5030.5242.000 Park Elms LLC	rent assistance	\$ 492.00
184.5030.5246.000 Patton, Camille	rent assistance	\$ 26.00
Payroll Payroll	Payroll #14 7.3.25	\$ 403,171.07
184.5030.5242.000 Plymat Jr , William	rent assistance	\$ 554.00
610.8015.5342.000 Prairie Waste Solutions	WPCP June grit removal	\$ 220.00
184.5030.5242.000 Premier Iowa City IA LLC	rent assistance	\$ 655.00
184.5030.5242.000 Premier Iowa City IA LLC	rent assistance	\$ 254.00
184.5030.5242.000 Premier Iowa City IA LLC	rent assistance	\$ 392.00
184.5030.5242.000 Premier Iowa City IA LLC	rent assistance	\$ 273.00
184.5030.5242.000 Premier Iowa City IA LLC	rent assistance	\$ 301.00
184.5030.5242.000 Premier Iowa City IA LLC	rent assistance	\$ 387.00
184.5030.5242.000 Premier Iowa City IA LLC	rent assistance	\$ 269.00
184.5030.5344.000 PREMIER OFFICE EQUIPMENT	Housing contract and copies 6/29-7/28	\$ 74.64
184.5030.5242.000 Premier Real Estate Mgmnt	rent assistance	\$ 722.00
184.5030.5242.000 Premier Real Estate Mgmnt	rent assistance	\$ 1.00
184.5030.5242.000 Premier Real Estate Mgmnt	rent assistance	\$ 297.00
184.5030.5242.000 Premier Real Estate Mgmnt	rent assistance	\$ 445.00
184.5030.5242.000 Premier Real Estate Mgmnt	rent assistance	\$ 455.00
184.5030.5242.000 Premier Real Estate Mgmnt	rent assistance	\$ 487.00
184.5030.5242.000 Premier Real Estate Mgmnt	rent assistance	\$ 730.00
184.5030.5242.000 Premier Real Estate Mgmnt	rent assistance	\$ 610.00
184.5030.5242.000 Prime Property Ventures LLC	rent assistance	\$ 267.00
184.5030.5242.000 Pyramid Property Solutions Inc	rent assistance	\$ 46.00
184.5030.5242.000 Pyramid Property Solutions Inc	rent assistance	\$ 89.00
184.5030.5242.000 Pyramid Property Solutions Inc	rent assistance	\$ 404.00
184.5030.5242.000 Pyramid Property Solutions Inc	rent assistance	\$ 322.00
184.5030.5242.000 R & A Rental Properties LLC	rent assistance	\$ 455.00
184.5030.5242.000 R & A Rental Properties LLC	rent assistance	\$ 339.00
184.5030.5242.000 R & A Rental Properties LLC	rent assistance	\$ 203.00
184.5030.5242.000 R & A Rental Properties LLC	rent assistance	\$ 599.00
184.5030.5242.000 Ramirez, Sergio Rios	rent assistance	\$ 367.00
184.5030.5246.000 Rasmussen, Lynnette	rent assistance	\$ 50.00
184.5030.5242.000 Redborg, Kirsten	rent assistance	\$ 384.00
184.5030.5242.000 Reed, Tony	rent assistance	\$ 410.00
184.5030.5242.000 Reed, Tony	rent assistance	\$ 670.00
001.1050.5413.000 RELIANT FIRE APPARATUS inc	Ladder 175 repairs	\$ 2,010.96
184.5030.5246.000 Renaud, Rachelle	rent assistance	\$ 35.00
031.6050.5233.000 Resource Consulting Engineers LLC	City Hall HVAC Study	\$ 2,187.50
184.5030.5242.000 Rice, Quinton	rent assistance	\$ 411.00
610.8015.5980.000 Rios, Fabiola	Sewer refund filled pool	\$ 62.23
184.5030.5242.000 River Birch Apts	rent assistance	\$ 177.00
184.5030.5242.000 River Birch Apts	rent assistance	\$ 800.00
184.5030.5242.000 River Birch Apts	rent assistance	\$ 310.00
184.5030.5242.000 River Birch Apts	rent assistance	\$ 315.00
184.5030.5242.000 River Birch Apts	rent assistance	\$ 310.00
184.5030.5242.000 River Oaks Apartments	rent assistance	\$ 499.00
184.5030.5242.000 River Oaks Apartments	rent assistance	\$ 487.00
184.5030.5242.000 River Oaks Apartments	rent assistance	\$ 479.00
184.5030.5242.000 River Oaks Apartments	rent assistance	\$ 147.00
184.5030.5242.000 RMB Cooperative	rent assistance	\$ 493.00
184.5030.5242.000 RMB Cooperative	rent assistance	\$ 379.00
610.8015.5980.000 Roe, Arriel	Sewer refund filled pool	\$ 64.50
001.1010.5601.000 ROSE CITY LABEL	Jr police sticker badges	\$ 630.00
184.5030.5242.000 Rural Revival Properties LLC	rent assistance	\$ 335.00
184.5030.5242.000 Rural Revival Properties LLC	rent assistance	\$ 440.00
610.8015.5980.000 Ruth, Lois	Sewer refund filled pool	\$ 22.19

001.1071.5342.000 Safe Building	Rental Inspection Services Agreement FY23/24	\$ 9,100.00
184.5030.5238.000 SanDiego Housing Commission	ADMIN ASST70125	\$ 54.64
184.5030.5242.000 SanDiego Housing Commission	rent assistance	\$ 2,648.00
181.3040.5433.000 Sandoval, Mariano	Lead hazard reduction program	\$ 750.00
610.8015.5380.000 SCHARNWEBER WATER CONDITIONING INC	WPCP water conditioner lease	\$ 27.00
184.5030.5242.000 Schmidt, Michael T	rent assistance	\$ 372.00
184.5030.5242.000 Schmidt, Michael T	rent assistance	\$ 378.00
184.5030.5242.000 Schmidt, Michael T	rent assistance	\$ 875.00
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
110.2010.5718.000 SE Jones Industries Inc	Street dept socket	\$ 95.25
154.1011.5342.000 Sensys Gatso USA Inc.	ATE tickets	\$ 1,050.00
030.1010.5718.000 Showroom Auto	Truxedo sentry cover for the new PD F150	\$ 1,299.00
184.5030.5242.000 Shugarland Apts	rent assistance	\$ 290.00
001.1099.5342.000 SIEMENS INDUSTRY, INC.	P&F bldg automation issues	\$ 2,347.75
364.4030.5233.000 Snyder & Associates Inc	Eng fees for Linn Creek Dis Trailhead thru 5/31/25	\$ 5,027.75
184.5030.5242.000 Soto, Angela	rent assistance	\$ 763.00
184.5030.5246.000 Squires, Christina	rent assistance	\$ 86.00
184.5030.5242.000 Stalzer, Jason W	rent assistance	\$ 588.00
001.1090.5342.000 Steckelberg Vet Clinic	Vet for stray dog 7/1-7/8	\$ 1,123.19
001.1010.5344.000 Stericycle Inc	PD services	\$ 96.62
184.5030.5246.000 Stiegelmeier, Curtis	rent assistance	\$ 10.00
001.4030.5611.000 Strands	Parks paint supplies	\$ 20.54
001.4030.5611.000 Strands	Shelters paint	\$ 190.44
001.4030.5611.000 Strands	Parks couplers	\$ 121.25
110.2010.5628.000 Strands	tips for paint machine	\$ 60.00
184.5030.5242.000 Sweet Pea Properties LLC	rent assistance	\$ 197.00
184.5030.5242.000 Sweet Pea Properties LLC	rent assistance	\$ 616.00
184.5030.5242.000 Swift, Scott	rent assistance	\$ 437.00
184.5030.5242.000 Taylor, Mike	rent assistance	\$ 359.00
001.1099.5410.000 THEISENS SUPPLY INC	Cordless grinder and diamond wheel	\$ 31.99
001.1099.5410.000 THEISENS SUPPLY INC	Diamond wheel	\$ 31.99
001.4030.5562.000 THEISENS SUPPLY INC	Parks nurse tank fuel pump	\$ 529.99
001.4030.5565.000 THEISENS SUPPLY INC	Steel 60" handle and tool box shocks	\$ 60.00
001.4030.5611.000 THEISENS SUPPLY INC	Steel 60" handle and tool box	\$ 6.49
001.4030.5611.000 THEISENS SUPPLY INC	plastic twine	\$ 32.99
110.2010.5132.000 THEISENS SUPPLY INC	Street employee work boots non taxable	\$ 124.99
110.2010.5132.000 THEISENS SUPPLY INC	Street dept taxable employee clothing	\$ 108.72
110.2010.5132.000 THEISENS SUPPLY INC	Street dept taxable employee clothing	\$ 309.81
110.2010.5132.000 THEISENS SUPPLY INC	Street dept taxable employee clothing	\$ 49.98
110.2010.5132.000 THEISENS SUPPLY INC	Street dept taxable employee clothing	\$ 7.99
110.2010.5132.000 THEISENS SUPPLY INC	Street dept employee clothing	\$ 199.99
110.2010.5132.000 THEISENS SUPPLY INC	Street dept employee clothing	\$ 129.37
110.2010.5132.000 THEISENS SUPPLY INC	Street dept taxable clothing	\$ 8.99
110.2010.5489.000 THEISENS SUPPLY INC	Street dept faceshield & gloves	\$ 48.57
110.2010.5489.000 THEISENS SUPPLY INC	Street dept faceshield	\$ 49.98
110.2010.5600.000 THEISENS SUPPLY INC	Sign truck o-ring	\$ 5.29
110.2010.5718.000 THEISENS SUPPLY INC	Cordless grinder and diamond wheel	\$ 229.99
610.8016.5132.000 THEISENS SUPPLY INC	gloves	\$ 10.79
740.8065.5132.000 THEISENS SUPPLY INC	gloves	\$ 7.19
740.8065.5600.000 THEISENS SUPPLY INC	sealant for catch basins	\$ 29.97
610.8015.5980.000 Tice, Jeff	Sewer refund filled pool	\$ 32.24
110.2010.5565.000 TITAN MACHINERY, INC.	ruck 63 gas strt string spring	\$ 257.66
001.1010.5450.000 T-Mobile	PD cell services	\$ 1,204.56
001.4045.5342.000 Tomesch Training LLC	Lifeguard training and contract services	\$ 192.50
001.4045.5342.000 Tomesch Training LLC	Lifeguard training and contract services	\$ 2,520.00
001.4045.5342.000 Tomesch Training LLC	Aquatic Ctr training	\$ 840.00
110.2010.5565.000 Tompkins Industries Inc	Truck 61 hose assembly	\$ 790.92
110.2010.5352.000 Top Notch Tree Service Inc	South and Finkle tree removal	\$ 950.00
001.6900.5341.000 TOTAL ADMINISTRATIVE SERVICE CORP.	2024 TASC Plan Finalization	\$ (500.82)
001.6900.5342.000 TOTAL ADMINISTRATIVE SERVICE CORP.	FLEX benefit fees	\$ 1,176.01
610.8015.5341.000 TOTAL ADMINISTRATIVE SERVICE CORP.	2024 TASC Plan Finalization	\$ (232.38)
610.8015.5342.000 TOTAL ADMINISTRATIVE SERVICE CORP.	FLEX benefit fees	\$ 174.22
610.8016.5341.000 TOTAL ADMINISTRATIVE SERVICE CORP.	2024 TASC Plan Finalization	\$ (3.70)

610.8016.5342.000	TOTAL ADMINISTRATIVE SERVICE CORP.	FLEX benefit fees	\$ 52.27
690.8050.5341.000	TOTAL ADMINISTRATIVE SERVICE CORP.	2024 TASC Plan Finalization	\$ 975.53
690.8050.5342.000	TOTAL ADMINISTRATIVE SERVICE CORP.	FLEX benefit fees	\$ 65.33
740.8065.5341.000	TOTAL ADMINISTRATIVE SERVICE CORP.	2024 TASC Plan Finalization	\$ (2.66)
740.8065.5342.000	TOTAL ADMINISTRATIVE SERVICE CORP.	FLEX benefit fees	\$ 34.84
913.1013.5342.000	TOTAL ADMINISTRATIVE SERVICE CORP.	FLEX benefit fees	\$ 65.33
999.1128.000	TOTAL ADMINISTRATIVE SERVICE CORP.	FLEX HEALTH BENEFITS	\$ 364.58
999.1128.000	TOTAL ADMINISTRATIVE SERVICE CORP.	FLEX HEALTH BENEFITS	\$ 5,716.37
999.1128.000	TOTAL ADMINISTRATIVE SERVICE CORP.	FLEX HEALTH BENEFITS	\$ 547.89
999.1128.000	TOTAL ADMINISTRATIVE SERVICE CORP.	C HOBSON TASC 6.18.25	\$ 137.50
999.1128.000	TOTAL ADMINISTRATIVE SERVICE CORP.	FLEX HEALTH BENEFITS	\$ 912.47
999.1128.000	TOTAL ADMINISTRATIVE SERVICE CORP.	FLEX HEALTH BENEFITS	\$ 5,611.37
999.1129.000	TOTAL ADMINISTRATIVE SERVICE CORP.	FLEX DEP CARE BENEFITS	\$ 1,091.65
999.1129.000	TOTAL ADMINISTRATIVE SERVICE CORP.	FLEX DEP CARE BENEFITS	\$ 416.66
999.1129.000	TOTAL ADMINISTRATIVE SERVICE CORP.	FLEX DEP CARE BENEFITS	\$ 416.66
999.1129.000	TOTAL ADMINISTRATIVE SERVICE CORP.	FLEX DEP CARE BENEFITS	\$ 1,091.65
184.5030.5242.000	Town Apartments Corporation	rent assistance	\$ 284.00
184.5030.5242.000	Town Apartments Corporation	rent assistance	\$ 371.00
184.5030.5242.000	Town Apartments Corporation	rent assistance	\$ 349.00
999.1102.000	TREASURER STATE OF IOWA	Bi-Weekly Payroll SIT	\$ 4,879.29
999.1102.000	TREASURER STATE OF IOWA	Bi-Weekly Payroll SIT	\$ 10,458.27
110.2030.5600.000	Tri State Lock Service	Utility dept padlocks	\$ 98.40
110.2040.5600.000	Tri State Lock Service	Utility dept padlocks	\$ 98.40
610.8015.5718.000	Trojan Technologies Corp - USA	UV replacement parts-lamp driver kits, canisters	\$ 7,439.17
184.5030.5242.000	Troutner, Tracy	rent assistance	\$ 108.00
184.5030.5242.000	TTLC Coop Housing	rent assistance	\$ 260.00
184.5030.5242.000	TTLC Coop Housing	rent assistance	\$ 448.00
184.5030.5242.000	TTLC Coop Housing	rent assistance	\$ 874.00
184.5030.5242.000	TTLC Coop Housing	rent assistance	\$ 650.00
184.5030.5242.000	Ultimate Property Management LLC	rent assistance	\$ 456.00
363.2012.5331.000	UNION PACIFIC RAILROAD COMPANY	PE Agreement for RRQZ thru 4/13/25	\$ 4,505.32
001.4030.5562.000	VANWALL EQUIPMENT INC	Parks wheel kits	\$ 71.66
001.4030.5562.000	VANWALL EQUIPMENT INC	Parks dept door	\$ 1,428.34
001.1070.5342.000	Veenstra & Kimm Inc	Building permit fees	\$ 4,061.85
610.8015.5980.000	Versteegh, Brad	Sewer refund filled pool	\$ 38.19
184.5030.5242.000	Walker, Angela	rent assistance	\$ 312.00
001.4041.5358.000	Wandering Creek LLC	Golf lessons 6/16-6/20/25	\$ 2,165.00
184.5030.5242.000	White, Amalia	rent assistance	\$ 105.00
001.4040.5358.000	Wickham, Michael	classes 6/16-7/21/25	\$ 690.00
184.5030.5246.000	Wirth, Tammy	rent assistance	\$ 28.00
001.1050.5132.000	Witmer Public Safety Group Inc	FD low rider helmets	\$ 445.23
001.1099.5482.000	WoodRiver Energy LLC	Police & Fire Bldg 11672	\$ 842.94
001.4010.5482.000	WoodRiver Energy LLC	Library gas #7078	\$ 91.93
001.4045.5482.000	WoodRiver Energy LLC	Aquatic Center 7077	\$ 4,299.63
184.5030.5242.000	Worsfold Farm LLC	rent assistance	\$ 377.00
001.1099.5410.000	WW GRAINGER	blade to route out cracks	\$ 45.99
001.1099.5410.000	WW GRAINGER	P&F RTU repairs, custodial supplies	\$ 453.58
110.2010.5600.000	WW GRAINGER	P&F RTU repairs, custodial supplies	\$ 16.16
690.8050.5600.000	WW GRAINGER	P&F RTU repairs, custodial supplies	\$ 16.16
001.4030.5344.000	Xerox Corp	Park & Rec contract and copies	\$ 276.01
389.1010.5230.000	YSS Grants Billing	YSS MPACT Services May 2025	\$ 13,014.55
TOTAL			\$ 2,872,691.32



**MARSHALLTOWN
MORE THAN EVER**

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
Meeting Date: July 14, 2025
Re: Resolution Setting a Public Hearing on a 28E Cooperative Agreement
Between the City of Marshalltown, the Iowa River OHV Club, and the Iowa
Department of Natural Resources for the Operation and Maintenance of the
Nicholson-Ford OHV Park

Strategic Plan Objective:

Work with other entities on partnerships that benefit the community.

Recommended:

Staff recommends approval.

Budget Impact:

None

Description/Background:

In 2005, the Nicholson-Ford OHV Park was established through a cooperative agreement between the City, the Iowa River OHV Club, and the Iowa DNR to encourage safe and proper use of ATVs, off-highway motorcycles, and snowmobiles. That agreement is being updated and replaced by a new 20-year agreement.

The updated agreement contains the following key provisions:

- The agreement is valid for 20 years upon execution.
- Defines roles for the Sponsor (maintenance, insurance, event permitting, and fundraising), the City (property owner and access), and the DNR (oversight, grant support, and enforcement).
- Provides for special events and the ongoing maintenance and development of the site.
- Includes indemnification and risk assignment between parties.

The Iowa River OHV Club will continue to operate the park and lease the land from the City. The City retains ownership of the land and facilitates access for DNR enforcement and maintenance.

A public hearing on the agreement will be scheduled for July 28, 2025 at 5:30 pm in the City Council Chambers.

Attachments:

1. Resolution Set PH OHV Agreement
2. Cooperative Agreement DNR_Marshalltown_Iowa River OHV Final 2025

**RESOLUTION SETTING A PUBLIC HEARING ON A 28E COOPERATIVE
AGREEMENT BETWEEN THE CITY OF MARSHALLTOWN, THE IOWA RIVER
OHV CLUB, AND THE IOWA DEPARTMENT OF NATURAL RESOURCES FOR THE
OPERATION AND MAINTENANCE OF THE NICHOLSON-FORD OHV PARK**

WHEREAS, the City of Marshalltown is a political subdivision organized and existing under the law and the Constitution of the State of Iowa; and

WHEREAS, there is herewith submitted to the City Council of Marshalltown, Iowa a proposed Agreement by and between the City of Marshalltown, Iowa, The State of Iowa, Department of Natural Resources and the Iowa River OHV Club of Marshalltown, Iowa for operation of an all-terrain vehicle park; and

WHEREAS, the Council has fully examined same and has found same to be in the best interests of the City of Marshalltown, Iowa, and that same should be set for public hearing.

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

Section 1. The Council will meet at 5:30 P.M. in the Council Chambers in the City Hall, Marshalltown, Iowa, on the 28th day of July 2025, and will hold a public hearing to consider any and all comments with the City Clerk or made in open council to the proposal of the above-referenced cooperation agreement and to take final action thereon.

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

Passed this 14th day of July 2025, and signed this _____ day of July 2025.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, CMC, City Clerk

COOPERATIVE AGREEMENT MARSHALLTOWN OHV PARK

This Agreement is entered into this _____ day of _____, _____, between the Department of Natural Resources, hereinafter known as the Department and/or DNR, and the City of Marshalltown, hereinafter known as the Local Entity, and the Iowa River OHV Club, hereinafter known as the Sponsor.

Section 1. Identity of the Parties.

The Iowa River OHV Club is a legal non-profit, organized under Chapter 504 of the Code of Iowa. The City of Marshalltown is a municipality of the State of Iowa, operating pursuant to Iowa Code Chapter 364. The Department enters into this Cooperative Agreement based on statutory authority provided in Iowa Code sections 321I.2 and 461A.27 and 571 Iowa Administrative Code Chapters 28 and 46.

Each party has designated a Project Manager, who shall be responsible for oversight and negotiation of any contract modifications, as follows:

Department of Natural Resources (Department):	Jessica Flatt Iowa Department of Natural Resources Parks, Forests, and Preserves Bureau 6200 Park Ave Ste 200, Des Moines, IA 50321 Phone: 515-975-8569 Email: jessica.flatt@dnr.iowa.gov
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Iowa River OHV Club (Sponsor):	Tyler Jensen, President Iowa River OHV Club PO Box 174 Marshalltown, IA 50158 Phone: 641-351-9366 Email: tjensen717@gmail.com
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City of Marshalltown (Local Entity):	Joel Greer, Mayor City of Marshalltown 10 West State Street, Marshalltown, IA 50158 Phone: 641-751-1221 Email: mayor@marshalltown-ia.gov
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Section 2. Statement of Purpose and Background. The parties are entering into this Cooperative Agreement to provide for and coordinate the development of an off-highway vehicle park that shall be maintained and operated by the Sponsor for the purpose of encouraging safe and proper use of all-terrain vehicles, off-road utility vehicles, off-highway motorcycles and snowmobiles. In more detail, the Iowa River OHV Club leases the property from the City of Marshalltown, described in Attachment A, hereinafter "Marshalltown OHV Park" or "the park" or "the riding area." The park was designated as a riding area by the Natural Resource Commission in 2005. The Iowa River OHV Club, the City of Marshalltown, and the Department shall work together to maintain the park as a designated off-road vehicle recreation area.

This Cooperative Agreement was approved by the Natural Resource Commission on June 12, 2025. This Cooperative Agreement was approved by the Iowa River OHV Club on _____. This Cooperative Agreement was approved by the Marshalltown City Council on _____.

Section 3. Duration of Agreement, General Terms, and Funding.

3.1. The term of this Agreement shall begin on the date this instrument is fully executed and shall terminate twenty years subsequent thereto.

3.2. Termination. Department may terminate this Agreement without penalty by giving sixty days written notice to the Local Entity and Sponsor.

3.3. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and the parties acknowledge that they are entering into this Agreement solely on the basis of the terms and conditions herein contained and not in reliance upon any representation, statement, inducement or promise, whether oral or written, not contained herein. This Agreement supersedes all prior contracts and agreements between the parties for the services provided in connection with this Agreement.

3.4. This Agreement may be amended only by written mutual consent of the parties.

3.5. Sources of Funding. The Department's source of funding for this Agreement is ATV Registration Fund. The Sponsor's source of funding for this Agreement is ATV Registration Fund; Federal, State, or local grants, donations, fundraising, and other appropriations. Nothing in this agreement obligates funds from either party except as required in Sections 5.

3.6. Indemnification.

a. The Sponsor agrees to hold harmless and indemnify the State of Iowa, the Department, and the Local Entity from any and all claims, demands losses, liabilities, or legal expenses which is directly or indirectly caused by or related to any act or omission by the Sponsor or any of its officers or employees or agents, which might arise on account of injury to any person or damage to any property occurring in connection with the care and management of the above-described premises.

b. The Local Entity agrees to hold harmless and indemnify the State of Iowa and the Department from any and all claims, demands losses, liabilities, or legal expenses which is directly or indirectly caused by or related to any act or omission by the Local Entity or any of its officers or employees, or agents except the Sponsor as agent, which might arise on account of injury to any person or damage to any property occurring in connection with the care and management of the above-described premises.

NOW THEREFORE, be it mutually agreed to by the parties hereto as follows:

Section 4. General Management.

4.1. The title to the properties that constitute the Marshalltown OHV Park shall be held by the Local Entity and are described in Attachment A: "Agreement for the Lease of Land By and Between the City of Marshalltown and the Iowa River OHV Club" executed _____ day of _____, _____.

4.2. The Marshalltown OHV Park shall be open to the public during posted hours of operation for general riding at no charge, other than a valid DNR registration or permit as required under Iowa Code Chapters 321I and 321G.

4.3 Before hosting any special events on the property, the Sponsor shall obtain a special event permit from the Department. Fees may be charged for participation in or viewing of special events, provided the Sponsor obtains a special event permit from the Department and obtains additional liability insurance for all special events. The riding area may be closed to the general public for safety reasons during Department approved special events.

4.4. All users of the riding area shall be subject to the provisions of Iowa Code Chapters 321I and 321G, and 571 Iowa Administrative Code Chapters 46 and 47.

4.5. Hours of operation shall be from sunrise to sunset.

4.5. The Department, Local Entity, or Sponsor may close the riding area, or portions of the riding area, because of weather-related conditions that pose a safety or environmental hazard, for maintenance activities, or for other safety-related issues. The Department may also close the riding area for Noncompliance of any section of the Agreement until such time that the Sponsor and Local Entity return to compliance. Closure orders would be given only after notice is given to all parties.

4.7. Sponsor shall maintain the grounds and improvements, including the parking area and trail easement in a park-like appearance at Sponsor's expense. No trees or other vegetation may be removed or other natural features of the area disturbed without permission of the Local Entity. Removal of vegetation deemed a public hazard is permitted without prior approval.

4.8. The Sponsor agrees to develop, maintain, and manage the premises covered by this agreement as a public recreation area in substantially the same manner as other public areas are developed, maintained, and managed by the Department. The Sponsor shall work cooperatively with the Iowa State Snowmobile Association (ISSA) to develop and maintain snowmobile trails in the OHV Park. The Sponsor shall obtain written approval from the Local Entity for development projects that involve the alteration of the property that are not already described in the "Agreement for Lease of Land By and Between the City of Marshalltown and the Iowa River OHV Club."

4.9. Hunting is not allowed on the designated riding area. Fishing is permissible consistent with applicable law and administrative rules.

4.10. Sponsor acknowledges that parcels 841719351002, 841824476002, 841824427001, and 841824401001 cannot be accessed through DNR property (parcels 841719351001, 841824476001, and 8418244427002).

4.11. The Sponsor and Local Entity will allow Department vehicles and equipment access through the route described in Attachment B. Access may be restricted due to weather-related conditions, for maintenance activities, or other safety issues. Local Entity will allow DNR vehicle access along the recreational trail when site conditions do not allow for use of route described in Attachment B.

4.12. The Local Entity and Sponsor shall work to develop and maintain all boundary fences with priority being given to fences that protect conservation zones. Conservation zones are to be posted as "prohibited areas" where riding is not allowed.

4.13. As the land area of the Marshalltown OHV Park increases or changes overtime, it will be necessary to fence boundary and conservation zones and sign trails before riding is allowed in the new or modified areas. Before any property is declared "open" for riding the Department must inspect and approve the steps taken to fence and sign the riding area. The Sponsor may add additional signs, as it deems necessary and with approval of the Local Entity.

Section 5. Statement of Work – Responsibilities of the Parties.

5.1 The responsibilities of the Sponsor are the following:

- a. Maintain a lease for the property with the Local Entity consistent with the terms of this agreement. Any changes to the lease agreement must be reviewed by the Department and, if the lease includes expansion, approved by the Natural Resource Commission.
- b. Pay annual lease rental cost to the Local Entity at rate and in the manner described in Attachment A or other applicable lease(s).
- c. Maintain insurance as required by Iowa Code section 321I, 571 Iowa Administrative Code Chapters 28 and 46 and applicable lease agreement(s).
- d. Maintain accurate and current records of all grants and finances related to the property and retain these records for a period of five years from date of final payment.
- e. Actively seek fundraising opportunities and grants to assist with development and maintenance costs.
- f. Manage and maintain all facilities and improvements on the property.
- g. Work with stakeholders, the Local Entity, and the Department to identify and address operations, maintenance, and management needs.
- h. Pay for the public utilities to the property during the term of the lease. Utilities shall be in the name of the Iowa River OHV Club.
- i. Sponsor will maintain parking area and trail easement as described in the lease agreement.

5.2 The responsibilities of the Department are the following:

- a. As funding allows, provide financial support through the all-terrain fund grant program for operation, maintenance, and development of the property.
- b. At the discretion of the Department, provide Law Enforcement as described in Iowa Code Chapters 321I and 321G, 571 Iowa Administrative Code Chapters 28 and 46, and any other applicable provisions of the Iowa Code.
- c. Assist with oversight of maintenance activities and equipment needs.
- d. Provide consultation to Sponsor and Local Entity on facility design, operations, and maintenance.

5.3 The responsibilities of the City of Marshalltown are the following:

- a. Maintain the lease for the property with the Iowa River OHV Club consistent with the terms of this agreement. Any changes to the lease agreement must be reviewed by the Department and, if the lease includes expansion, approved by the Natural Resource Commission.
- b. Allow DNR vehicle and equipment access through route described in Attachment B. Access may be restricted due to weather-related conditions, for maintenance activities, or other safety issues.
- c. Local Entity will allow DNR vehicle access along the recreational trail when site conditions do not allow for use of route described in Attachment B.

CITY OF MARSHALLTOWN

Signature: _____ Date: _____
Joel Greer, Mayor

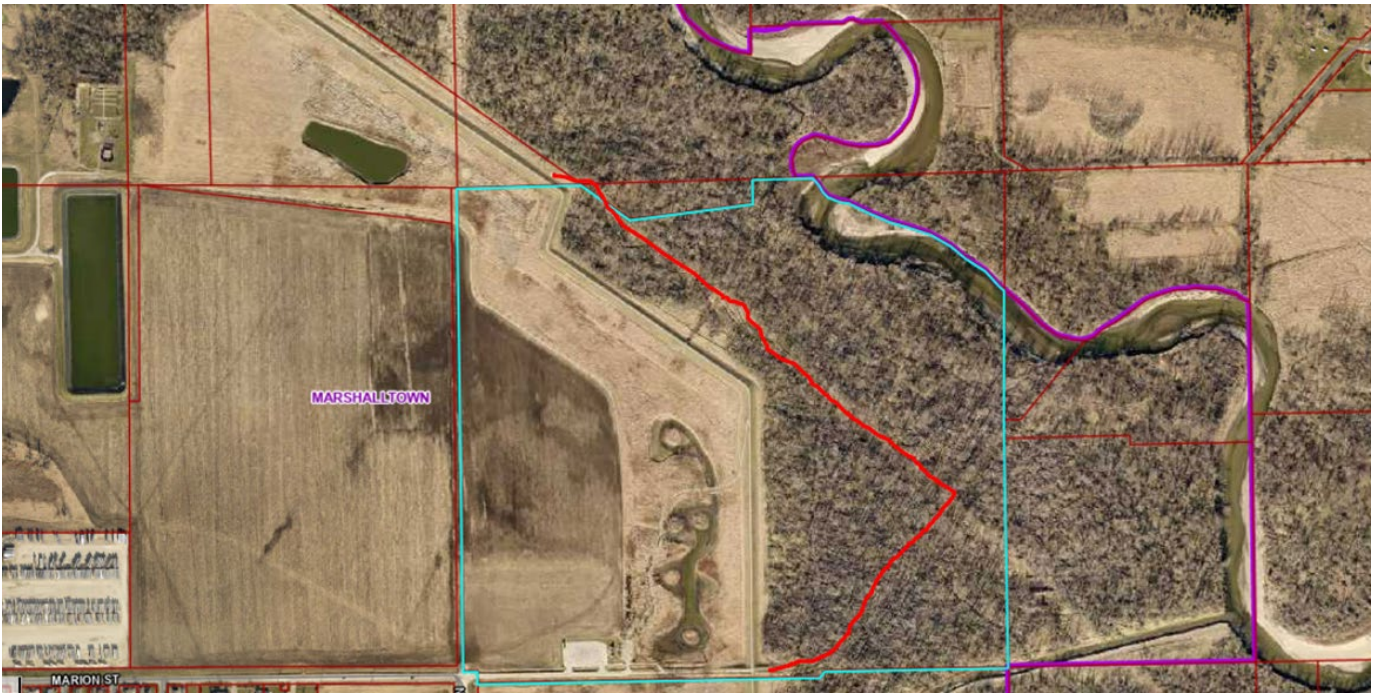
IOWA RIVER OHV CLUB

Signature: _____ Date: _____
Tyler Jensen, President

IOWA DEPARTMENT OF NATURAL RESOURCES

Signature: _____ Date: _____
Kayla Lyon, Director

ATTACHMENT B



DNR Access through Nicholson Ford; width approx. 20 feet.



**MARSHALLTOWN
MORE THAN EVER**

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
Meeting Date: July 14, 2025
Re: Resolution Setting a Public Hearing for a 20-Year Lease Agreement between the City of Marshalltown and the Iowa River OHV Club for the Operation, Maintenance, and Development of the Marshalltown Off-Highway Vehicle (OHV) Park

Strategic Plan Objective:

Work with other entities on partnerships that benefit the community.

Recommended:

Staff recommends approval.

Budget Impact:

The rent is \$1.00 per year, paid in a lump sum on execution.

Description/Background:

The City of Marshalltown and the Iowa River OHV Club have worked in cooperation with the Iowa Department of Natural Resources (DNR) to operate an Off-Highway Vehicle (OHV) Park. The agreement formalizes the long-term lease of City-owned land to the Iowa River OHV Club for use as an OHV Park, supporting the safe and appropriate use of all-terrain vehicles, off-road motorcycles, and snowmobiles. The agreement is aligned with the proposed Cooperative Agreement and includes terms related to maintenance, insurance, operation, and improvements.

Key Provisions:

- Duration: 20-year term
- Rent: \$1.00 per year, paid in a lump sum upon execution.
- Use: Property leased exclusively for operation of the OHV Park.
- Maintenance: Club responsible for upkeep and maintenance of facilities, except the day to day maintenance of the restroom facilities which shall be conducted by the City.
- Improvements: Require City's prior written consent.
- Insurance: Club required to maintain insurance coverage per Iowa Code.

- Indemnification: Club agrees to hold the City harmless and indemnify against claims related to its activities.
- Default and Termination: Agreement includes provisions for termination upon breach or for cause.

Since the proposed lease period exceeds three years, it does require a public hearing. The public hearing will be set for July 28, 2025, at 5:30 pm in the City Council Chambers.

Attachments:

1. Resolution Setting PH for OHV Lease
2. Lease Agreement - Marshalltown OHV Park Final

RESOLUTION SETTING A PUBLIC HEARING FOR A 20-YEAR LEASE OF CITY-OWNED PROPERTY TO THE IOWA RIVER OHV CLUB THROUGH APRIL 25, 2045

WHEREAS, the Council of the City of Marshalltown, Iowa, is proposing to lease the following parcels and descriptions for the off-highway vehicle park, hereafter referred to as the "Marshalltown OHV Park" or "OHV Park," consisting of Marshall County Parcel Nos. 8417-30-100-003 (excluding designated conservation areas and existing recreational trail), 8417-30-200-002, 8417-30-200-004, 8417-19-351-002 (excluding existing recreational trail), 8418-24-476-002 (excluding existing recreational trail), 8418-24-427-001, 8418-24-401-001, and the following described real property:

PARKING LOT: A TRACT OF LAND LOCATED IN THE NW ¼ OF SECTION 30, TOWNSHIP 84 NORTH, RANGE 17 WEST OF THE 5TH PRIME MERIDIAN, MARSHALL COUNTY, IOWA AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SW CORNER OF THE NW ¼ OF SECTION 30, THENCE NORTH 1°07'48" EAST 33.0 FEET ALONG THE WEST LINE OF NW ¼ OF SECTION 30; THENCE NORTH 90°00'00" EAST 545.0 FEET TO THE POINT OF BEGINNING. THENCE NORTH 01°53'59" WEST 150.0 FEET; THENCE NORTH 90°00'00" EAST 290.0 FEET; THENCE SOUTH 01°54'00" EAST 150.0 FEET; THENCE SOUTH 90°00'00" WEST 290.0 FEET TO THE POINT OF BEGINNING. SAID TRACT OF LAND CONTAINS APPROXIMATELY 43,477 SQUARE FEET OR 0.998 ACRE. THE ASSUMED BEARING OF THE WEST LINE OF THE NW ¼ OF SECTION 30 IS NORTH 01°07'48" EAST.

TRAIL EASEMENT: A TRACT OF LAND LOCATED IN THE NW ¼ OF SECTION 30, TOWNSHIP 84 NORTH, RANGE 17 WEST OF THE 5TH PRIME MERIDIAN, MARSHALL COUNTY, IOWA AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SW CORNER OF THE NW ¼ OF SECTION 30, THENCE NORTH 1°07'48" EAST 33.0 FEET ALONG THE WEST LINE OF THE NW ¼ OF SECTION 30; THENCE NORTH 90°00'00" EAST 835.0 FEET TO THE POINT OF BEGINNING. THENCE NORTH 01°54'00" WEST 10.0 FEET; THENCE NORTH 90°00'00" EAST 191.14 FEET; THENCE SOUTH 45°00'00" EAST 60.81 FEET; THENCE NORTH 90°00'00" WEST 14.14 FEET; THENCE NORTH 45°00'00" WEST 46.67 FEET; THENCE SOUTH 90°00'00" WEST 186.67 FEET TO THE POINT OF BEGINNING. SAID TRACT OF LAND CONTAINS APPROXIMATELY 2,426 SQUARE FEET. THE ASSUMED BEARING OF THE WEST LINE OF THE NW ¼ OF SECTION 30 IS NORTH 01°01'48" EAST.

WHEREAS, the consideration for the lease of the land is One Dollar annually; and

WHEREAS, the proposed lease period exceeds three years, requiring a public hearing before the City Council can act on the proposed lease.

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

Section 1. The Council will meet at 5:30 P.M. in the Council Chambers in the City Hall, Marshalltown, Iowa, on the 28th day of July 2025, and will hold a public hearing to consider any and all comments with the City Clerk or made in open council to the proposal for lease of the above-referenced City-owned land and to take final action thereon.

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

Passed this 14th day of July 2025, and signed this _____ day of July 2025.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, CMC, City Clerk

ATTACHMENT A

AGREEMENT FOR THE LEASE OF LAND BY AND BETWEEN THE CITY OF MARSHALLTOWN AND THE IOWA RIVER OHV CLUB

THIS LEASE AGREEMENT ("Agreement") is made on this ___ day of _____ 2025, by and between the **CITY OF MARSHALLTOWN, IOWA** ("City"), an Iowa municipal corporation, and the **IOWA RIVER OHV CLUB** ("Club"), an Iowa non-profit corporation.

WHEREAS, the City and the Club, together with the Iowa Department of Natural Resources ("IDNR"), have entered into a Cooperative Agreement pursuant to statutory authority provided in Iowa Code Sections 321I.2 and 461A.27, and 571 Iowa Administrative Code Chapters 28 and 46, providing for the shared development and maintenance of an off-highway vehicle park to be operated by the Club for the purposes of encouraging safe and proper use of all-terrain vehicles, off-road utility vehicles, off-highway motorcycles and snowmobiles; and

WHEREAS, such off-highway vehicle park, hereafter referred to as the "Marshalltown OHV Park" or "OHV Park," consists of Marshall County Parcel Nos. 8417-30-100-003 (excluding designated conservation areas and existing recreational trail), 8417-30-200-002, 8417-30-200-004, 8417-19-351-002 (excluding existing recreational trail), 8418-24-476-002 (excluding existing recreational trail), 8418-24-427-001, 8418-24-401-001, and the following described real property:

PARKING LOT: A TRACT OF LAND LOCATED IN THE NW ¼ OF SECTION 30, TOWNSHIP 84 NORTH, RANGE 17 WEST OF THE 5TH PRIME MERIDIAN, MARSHALL COUNTY, IOWA AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SW CORNER OF THE NW ¼ OF SECTION 30, THENCE NORTH 1°07'48" EAST 33.0 FEET ALONG THE WEST LINE OF NW ¼ OF SECTION 30; THENCE NORTH 90°00'00" EAST 545.0 FEET TO THE POINT OF BEGINNING. THENCE NORTH 01°53'59" WEST 150.0 FEET; THENCE NORTH 90°00'00" EAST 290.0 FEET; THENCE SOUTH 01°54'00" EAST 150.0 FEET; THENCE SOUTH 90°00'00" WEST 290.0 FEET TO THE POINT OF BEGINNING. SAID TRACT OF LAND CONTAINS APPROXIMATELY 43,477 SQUARE FEET OR 0.998 ACRE. THE ASSUMED BEARING OF THE WEST LINE OF THE NW ¼ OF SECTION 30 IS NORTH 01°07'48" EAST.

AND

TRAIL EASEMENT: A TRACT OF LAND LOCATED IN THE NW ¼ OF SECTION 30, TOWNSHIP 84 NORTH, RANGE 17 WEST OF THE 5TH PRIME MERIDIAN, MARSHALL COUNTY, IOWA AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SW CORNER OF THE NW ¼ OF SECTION 30, THENCE NORTH 1°07'48" EAST 33.0 FEET ALONG THE WEST LINE OF THE NW ¼ OF SECTION 30; THENCE NORTH 90°00'00" EAST 835.0 FEET TO THE POINT OF BEGINNING. THENCE NORTH 01°54'00" WEST 10.0 FEET; THENCE NORTH 90°00'00" EAST 191.14 FEET; THENCE SOUTH 45°00'00" EAST 60.81 FEET; THENCE NORTH 90°00'00" WEST 14.14 FEET; THENCE NORTH 45°00'00" WEST 46.67 FEET; THENCE SOUTH 90°00'00" WEST 186.67 FEET TO THE POINT OF BEGINNING. SAID TRACT OF LAND CONTAINS APPROXIMATELY 2,426 SQUARE FEET. THE ASSUMED BEARING OF THE WEST LINE OF THE NW ¼ OF SECTION 30 IS NORTH 01°01'48" EAST.

WHEREAS, consistent with the terms of the Cooperative Agreement, the City desires to lease the OHV Park, as hereinabove described, to the Club, and the Club desires to lease the OHV Park from the City pursuant to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the City and the Club agree as follows:

1. **PREMISES AND TERM.** The City leases the OHV Park, as hereinabove described, to the Club for a term of twenty (20) years, commencing April 25, 2025, and concluding April 25, 2045, upon the condition that the Club performs as provided in this Agreement, unless earlier terminated by mutual written agreement of the Parties, or for cause upon either party's thirty (30) days' written notice to the other specifying the basis for termination.

2. **RENT.** The Club agrees to pay the City One and Dollars 00/100 (\$1.00) per year, in advance, payable in a single lump due upon the Club's execution of this Agreement.

3. **POSSESSION AND USE.** The Club shall be entitled to possession of the OHV Park effective the first day of the term for the exclusive purpose of operating, maintaining, and promoting the OHV Park, including related activities such as events, training, and skills course development, consistent with the provisions of Iowa Code Chapters 321I and 321G, and shall yield possession to City at the termination of this Agreement.

4. **OPERATION.** The OHV Park shall be open to the public during posted hours of operation for general riding at no charge, other than a valid DNR registration or permit as required under Iowa Code Chapters 321I and 321G. All users of the riding area shall be subject to the provisions of Iowa Code Chapters 321I and 321G, and 571 Iowa Administrative Code Chapters 46 and 47. Hunting is not allowed on the designated riding area. Fishing is permissible consistent with applicable law and administrative rules. The Club agrees to comply with all applicable local, state, and federal laws and regulations and to cooperate and work with the City and the IDNR to identify and address operational issues.

5. **MAINTENANCE.** The Club shall maintain the grounds, facilities, and improvements, including the parking area and trail easement in good condition and in a park-like appearance at the Club's expense, except that the City shall conduct day to day maintenance of the restroom facilities and the club shall ensure the restrooms are pumped periodically to remove waste. No trees or other vegetation may be removed or other natural features of the area disturbed without the City's permission. Removal of vegetation deemed a public hazard is permitted without prior approval. Maintain accurate and current records of all grants and finances related to the property and retain these records for a period of five (5) years from date of final payment.

6. **IMPROVEMENTS.** The Club shall obtain the City's prior written approval before constricting or installing any proposed improvements. No signs shall be installed at the OHV Park without the City's prior written consent as to the placement, size, design, and text of signs. Upon termination of this Agreement any and all improvements made to the OHV Park, whether constructed by the Club pursuant to this Agreement or any prior agreement between the Parties, shall become the property of the City and shall not be removed within the City's written permission.

7. **UTILITIES.** The Club shall pay for all utilities provided to the OHV Park at its sole expense including but not limited to lighting and electricity. All accounts for utility services shall be maintained in the Club's name.

8. **INSURANCE.** Maintain liability and property damage insurance in sums of not less than \$500,000 per person and \$1,000,000 per event, in addition to insurance as required by Iowa Code section 321I, 571 Iowa Administrative Code Chapters 28 and 46 and applicable lease agreement(s).

9. **INDEMNIFICATION.** The Club agrees to hold harmless and indemnify the City from any and all claims, demands losses, liabilities, or legal expenses which is directly or indirectly caused by or related to any act or omission by the Club or any of its officers or employees or agents, which might arise on account of injury to any person or damage to any property occurring in connection with the care and management of the OHV Park.

10. **INCORPORATED TERMS.** The Club shall comply with all terms of the Parties' Cooperative Agreement with the IDNR, as the same may be amended, which terms are incorporated herein by this reference.

11. **ASSIGNMENT AND SUBLEASING.** This Agreement may not be assigned and subleasing is not permitted.

12. **DEFAULT.** Failure of the Club to pay rent when due; failure to observe or perform any duty, obligation, agreement, or condition imposed by the terms of this Agreement; and/or abandonment of the OHV Park shall constitute an event of default.

13. **NOTICE.** Any notice under this Agreement shall be in writing and be deemed served when it is delivered by personal delivery, email, or mailed by certified mail, addressed to the parties at the addresses given below:

Iowa River OHV Club:

Tyler Jensen, President
Iowa River OHV Club
PO Box 174 Marshalltown, IA 50158
Phone: 641-351-9366
Email: tjensen717@gmail.com

City of Marshalltown:

Name
City of Marshalltown
Parks and Recreation
10 West State Street, Marshalltown, IA 50158
Phone:
Email:

14. **GENERAL PROVISIONS.** In the performance of each part of this Agreement, time shall be of the essence. Failure to promptly assert rights herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default. This Agreement shall apply to and bind the successors in interest of the Parties. This Agreement contains the entire agreement of the Parties and shall not be amended, except by a written instrument duly signed by both Parties. Paragraph headings are for convenience of reference and shall not limit or affect the meaning of this Agreement. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine, or neuter gender according to the context. If any provision of this lease or any portion hereof, is rendered invalid by operation of law, judgment, or court order, the remaining provisions and/or portions of provisions shall remain valid and enforceable and shall be construed to so remain.

15. **MECHANICS LIENS.** Neither the Club nor anyone claiming by, through, or under the Club shall have the right to file any mechanic's lien against the OHV Park. The Club shall give notice in advance to all contractors and subcontractors who may furnish, or agree to furnish, any material, service, or labor for any maintenance, repair, or improvement of the OHV Park.

16. **CERTIFICATION.** The Club certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. The Club hereby agrees to defend, indemnify and hold harmless the City from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

17. **COUNTERPARTS.** This Agreement may be executed in several counterparts, each of which, when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all parties are not signatories to the original or the same counterpart. Furthermore, the parties may execute and deliver this Agreement by electronic means, such as .pdf or a similar format. The Parties agree that delivery of the Agreement by electronic means shall have the same force and effect as delivery of original signatures and that each of the parties may use such electronic signatures as evidence of the execution and delivery of the Agreement by all parties to the same extent as an original signature.

18. **EXECUTION.** When and if executed by both Parties this Agreement shall become a binding contract.

Dated this _____ day of _____ 2025.

CITY OF MARSHALLTOWN, IOWA,
an Iowa municipal corporation

**IOWA RIVER OHV CLUB,
MARSHALLTOWN, IOWA,**
an Iowa non-profit Corporation

By: Joel Greer, Mayor

By: Tyler Jensen, President

ATTEST:

Alicia Hunter, City Clerk



**MARSHALLTOWN
MORE THAN EVER**

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

To: Mayor and City Council
From: Heather Thomas, Public Works Director
Meeting Date: July 14, 2025
Re: Resolution Approving Contract Change Order #8 for the Riverview Park
Phase 1 Project, #PRK23001, a Decrease of \$51,769.00

Strategic Plan Objective:

None of the top or high priority goals from the 2025 Strategic Plan are related to this project. However, in the 2023 Strategic Plan – “Continually improve and sustain the City’s infrastructure, organization, and services” was.

Recommended:

Staff recommends approval of Change Order #8, a decrease of \$51,769.00.

Budget Impact:

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

Project Costs:

Master Plan	\$ 29,500.00	<i>Bolton & Menk</i>
Hourly Mapping Request	\$ 585.00	<i>Bolton & Menk</i>
Design	\$ 218,938.00	<i>Bolton & Menk</i>
Design Amendment	\$ 25,000.00	<i>Bolton & Menk</i>
On-Call Construction Services	\$ 25,000.00	<i>Bolton & Menk (hourly)</i>
Playground Equipment	\$ 246,738.70	<i>Midwest Playscapes</i>
Service Rebuild	\$ 1,126.12	<i>Alliant Energy</i>
Camera System	\$ 4,000.00	<i>BDH & City Util (est)</i>
Construction Bid	\$ 1,336,029.00	<i>Con-Struct, Inc.</i>
Change Order 1	\$ 4,485.00	<i>Con-Struct, Inc.</i>
Change Order 2	\$ 105,500.00	<i>Con-Struct, Inc.</i>
Change Order 3 (Deduct)	\$ - 585.00	<i>Con-Struct, Inc.</i>
Change Order 4	\$ 20,307.49	<i>Con-Struct, Inc.</i>
Change Order 5	\$ 20,242.93	<i>Con-Struct, Inc.</i>
Change Order 6	\$ 8,847.50	<i>Con-Struct, Inc.</i>
Change Order 7	\$ 6,497.50	<i>Con-Struct, Inc.</i>
Change Order 8 (Pending Deduct)	\$ - 51,769.00	<i>Con-Struct, Inc.</i>

\$ 2,000,443.24	TOTAL
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Funding Sources:		
LOST	\$ 29,500.00	<i>for Master Plan</i>
2022 GO Bond (Fund 364)	\$ 2,120,000.00	<i>*Reduced for DI Projects</i>
\$ 2,149,500.00	TOTAL	

Description/Background:

This change order includes the following items:

- Certain bid items were not needed/used on this project, including: #5, Temporary Berm - Installation and Removal; #14, Compaction Testing; #39 - Stabilized Construction Entrance; #40 & #41 - Erosion Control Mulching; A5 - PCC Pavement Samples and Testing; A9 - Silt Fence; A10 - Temp Fence - Orange.
- Additionally, final quantity adjustments were made to reflect minor changes made in the field during the course of construction including: #7 - Modified Subbase; #17-#19 Subdrain Items; #29 - PCC Patch; #30-#31 - Seeding Items; #38 - Silt Fence (Wattles), #47 Temporary Fence - Orange Plastic.

The project substantial completion remains July 1, 2025 (which they met) with final completion September 30, 2025.

Attachments:

1. Resolution Approving CO8 Riverview Park Phase 1 PRK23001
2. PRK23001_Change Order 8_to council

**RESOLUTION APPROVING CONTRACT CHANGE ORDER #8 FOR THE
RIVERVIEW PARK PHASE I #PRK23001, A DECREASE OF \$51,769.00**

WHEREAS, the City of Marshalltown, Iowa, has heretofore entered into a contract with Con-Struct, Inc. for the Riverview Park Phase I Project #PRK23001; and

WHEREAS, a change that results in a decrease is requested for items to complete the project.

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

Section 1. That the contract Change Order #8 for the Riverview Park Phase I Project #PRK23001, in the decreased amount of \$51,769.00 is hereby accepted and approved.

Passed this 14th day of July 2025, and signed this _____ day of July 2025.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, CMC, City Clerk

CONSTRUCTION CHANGE ORDER - TABULATION OF CHANGES

PRK 23-001

Riverview Park Phase 1

Contract Quantities include quantities adjusted by Change Orders : 7

Change Order: #8

Bid Item Number	Item Description	(A)				(B) = (D) _{previous}		(C)		(D) = (B) + (C)	
		Original Contract				Previous Contract Adjustment		Proposed Contract Adjustment		Proposed Contract	
		Quantity	Unit	Unit Price	Value	Quantity	Value	Quantity	Value	Quantity	Value
1	CLEARING AND GRUBBING	1.0	LS	\$2,500.00	\$2,500.00	1.0	\$2,500.00	0.0	\$ -	1.0	\$2,500.00
2	TOPSOIL, ON-SITE, 8 INCH	1676.0	CY	\$25.00	\$41,900.00	1704.0	\$42,600.00	0.0	\$ -	1704.0	\$42,600.00
3	TOPSOIL, COMPOST AMENDED	110.0	CY	\$78.00	\$8,580.00	110.0	\$8,580.00	0.0	\$ -	110.0	\$8,580.00
4	EXCAVATION, CLASS 10	4246.0	CY	\$20.00	\$84,920.00	4329.0	\$86,580.00	0.0	\$ -	4329.0	\$86,580.00
5	TEMPORARY BERM, INSTALLATION AND REMOVAL	120.0	CY	\$30.00	\$3,600.00	120.0	\$3,600.00	-120.0	\$ (3,600.00)	0.0	\$0.00
6	SUBGRADE PREPARATION, 12 INCHES	1077	SY	\$5.00	\$5,385.00	1077.0	\$5,385.00	0.0	\$ -	1077.0	\$5,385.00
7	SUBBASE, MODIFIED, 4 INCHES	1459	SY	\$7.00	\$10,213.00	1509.0	\$10,563.00	-10.0	\$ (70.00)	1499.0	\$10,493.00
8	SUBBASE, 1 INCH CLEAN, 12 INCHES	1077.0	SY	\$27.00	\$29,079.00	1077.0	\$29,079.00	0.0	\$ -	1077.0	\$29,079.00
9	SUBBASE, SAND, 9 INCHES	1077.0	SY	\$15.00	\$16,155.00	1077.0	\$16,155.00	0.0	\$ -	1077.0	\$16,155.00
10	REMOVAL OF PEDESTRIAN BRIDGE	1.0	LS	\$12,000.00	\$12,000.00	1.0	\$12,000.00	0.0	\$ -	1.0	\$12,000.00
11	REMOVAL OF PLAYGROUND EQUIPMENT	1.0	LS	\$8,000.00	\$8,000.00	1.0	\$8,000.00	0.0	\$ -	1.0	\$8,000.00
12	REMOVAL OF BENCHES	5.0	EA	\$300.00	\$1,500.00	5.0	\$1,500.00	0.0	\$ -	5.0	\$1,500.00
13	REMOVAL OF EXISTING BERM	1.0	LS	\$7,000.00	\$7,000.00	1.0	\$7,000.00	0.0	\$ -	1.0	\$7,000.00
14	COMPACTION TESTING	1.0	LS	\$4,000.00	\$4,000.00	1.0	\$4,000.00	-1.0	\$ (4,000.00)	0.0	\$0.00
15	STORM SEWER, TRENCHED, RCP, 15 INCH	390	LF	\$60.00	\$23,400.00	351.0	\$21,060.00	0.0	\$ -	351.0	\$21,060.00
16	PIPE APRON, 15 INCH	1	EA	\$4,000.00	\$4,000.00	1.0	\$4,000.00	0.0	\$ -	1.0	\$4,000.00
17	SUBDRAIN, 4", PERFORATED	967	LF	\$22.00	\$21,274.00	967.0	\$21,274.00	-464.0	\$ (10,208.00)	503.0	\$11,066.00
18	SUBDRAIN, 6", PERFORATED	70	LF	\$25.00	\$1,750.00	70.0	\$1,750.00	-16.0	\$ (400.00)	54.0	\$1,350.00
19	SUBDRAIN CLEANOUT, PVC, 4 INCH	14	EA	\$1,000.00	\$14,000.00	14.0	\$14,000.00	-8.0	\$ (8,000.00)	6.0	\$6,000.00
20	SUBDRAIN OUTLETS AND CONNECTIONS, PVC, 4 INCH	2	EA	\$600.00	\$1,200.00	2.0	\$1,200.00	0.0	\$ -	2.0	\$1,200.00
21	RELOCATE WATER SERVICE, 2 INCH	1	EA	\$4,500.00	\$4,500.00	1.0	\$4,500.00	0.0	\$ -	1.0	\$4,500.00
22	INTAKE, SW-512	4	EA	\$2,800.00	\$11,200.00	4.0	\$11,200.00	0.0	\$ -	4.0	\$11,200.00
23	SPORT COURT RIBBON CURB	398	LF	\$12.00	\$4,776.00	398.0	\$4,776.00	0.0	\$ -	398.0	\$4,776.00
24	PCC PAVEMENT SAMPLES AND TESTING	1	LS	\$5,000.00	\$5,000.00	1.0	\$5,000.00	0.0	\$ -	1.0	\$5,000.00
25	REMOVAL OF TENNIS COURT	865	SY	\$10.00	\$8,650.00	865.0	\$8,650.00	0.0	\$ -	865.0	\$8,650.00
26	REMOVAL OF SIDEWALK	498	SY	\$10.00	\$4,980.00	507.3	\$5,073.00	0.0	\$ -	507.3	\$5,073.00
27	SIDEWALK, PCC, 5 INCH	1009	SY	\$65.00	\$65,585.00	1043.3	\$67,814.50	0.0	\$ -	1043.3	\$67,814.50
28	COURT PAVEMENT, PCC, 6 INCH, REINFORCED	978	SY	\$65.00	\$63,570.00	978.0	\$63,570.00	0.0	\$ -	978.0	\$63,570.00
29	FULL DEPTH PATCHES, PCC, M-4, 6 INCH	55	SY	\$150.00	\$8,250.00	55.0	\$8,250.00	3.7	\$ 555.00	58.7	\$8,805.00

CONSTRUCTION CHANGE ORDER - TABULATION OF CHANGES

PRK 23-001

Riverview Park Phase 1

Contract Quantities include quantities adjusted by Change Orders : 7

Change Order: #8

		(A)				(B) = (D) _{previous}		(C)		(D) = (B) + (C)	
Bid Item Number	Item Description	Original Contract				Previous Contract Adjustment		Proposed Contract Adjustment		Proposed Contract	
		Quantity	Unit	Unit Price	Value	Quantity	Value	Quantity	Value	Quantity	Value
30	SEEDING, FERTILIZING, AND MULCHING FOR HYDRAULIC SEEDING TYPE 1 - PERMANENT LAWN	1.48	AC	\$5,500.00	\$8,140.00	1.52	\$8,360.00	0.09	\$ 495.00	1.61	\$8,855.00
31	SEEDING, FERTILIZING, AND MULCHING FOR HYDRAULIC SEEDING WETLAND SEED MIX	0.05	AC	\$11,000.00	\$550.00	0.05	\$550.00	-0.02	\$ (220.00)	0.03	\$330.00
32	PLANTS WITH WARRANTY, DECIDUOUS SHRUBS, (3 GAL)	4	EA	\$110.00	\$440.00	4.0	\$440.00	0.0	\$ -	4.0	\$440.00
33	PLANTS WITH WARRANTY, PERENNIAL (1 GAL)	259	EA	\$33.00	\$8,547.00	259.0	\$8,547.00	0.0	\$ -	259.0	\$8,547.00
34	PLANTS WITH WARRANTY, DECIDUOUS TREE, (1.5" CAL.)	3	EA	\$550.00	\$1,650.00	3.0	\$1,650.00	0.0	\$ -	3.0	\$1,650.00
35	SWPPP PREPARATION	1	LS	\$1,650.00	\$1,650.00	1.0	\$1,650.00	0.0	\$ -	1.0	\$1,650.00
36	SWPPP MANAGEMENT	1	LS	\$4,620.00	\$4,620.00	1.0	\$4,620.00	0.0	\$ -	1.0	\$4,620.00
37	RIP RAP, CLASS E	276	TON	\$62.00	\$17,112.00	276.0	\$17,112.00	0.0	\$ -	276.0	\$17,112.00
38	SILT FENCE OR SILT FENCE DITCH CHECK INSTALLATION AND REMOVAL	2450	LF	\$2.20	\$5,390.00	2450.0	\$5,390.00	-1830.0	\$ (4,026.00)	620.0	\$1,364.00
39	STABILIZED CONSTRUCTION ENTRANCE	224	SY	\$10.00	\$2,240.00	224.0	\$2,240.00	-224.0	\$ (2,240.00)	0.0	\$0.00
40	EROSION CONTROL MULCHING, HYDRO MULCHING, TYPE 1	1	AC	\$5,500.00	\$5,500.00	1.0	\$5,500.00	-1.0	\$ (5,500.00)	0.0	\$0.00
41	EROSION CONTROL MULCHING, HYDRO MULCHING, TYPE 2	1	AC	\$5,500.00	\$5,500.00	1.0	\$5,500.00	-1.0	\$ (5,500.00)	0.0	\$0.00
42	CHAIN LINK FENCE, COMMERCIAL, BLACK, 6' HEIGHT	455	LF	\$55.00	\$25,025.00	0.0	\$0.00	0.0	\$ -	0.0	\$0.00
43	COURT DIVISION FENCING, CHAIN LINK, BLACK, 4' HEIGHT	96	LF	\$50.00	\$4,800.00	96.0	\$4,800.00	0.0	\$ -	96.0	\$4,800.00
44	SINGLE GATE. CHAIN LINK, BLACK. 6' HEIGHT, 4' WIDTH	2	EA	\$630.00	\$1,260.00	0.0	\$0.00	0.0	\$ -	0.0	\$0.00
45	DOUBLE GATE. CHAIN LINK, BLACK. 6' HEIGHT, 10' TOTAL WIDTH	1	EA	\$968.00	\$968.00	0.0	\$0.00	0.0	\$ -	0.0	\$0.00
46	REMOVAL OF FENCE	372	LF	\$9.00	\$3,348.00	372.0	\$3,348.00	0.0	\$ -	372.0	\$3,348.00
47	TEMPORARY FENCE, ORANGE PLASTIC	2600	LF	\$4.00	\$10,400.00	2600.0	\$10,400.00	-1390.0	\$ (5,560.00)	1210.0	\$4,840.00
48	CONSTRUCTION SURVEY	1	LS	\$8,250.00	\$8,250.00	1.0	\$8,250.00	0.0	\$ -	1.0	\$8,250.00
49	MOBILIZATION	1	LS	\$60,000.00	\$60,000.00	1.0	\$60,000.00	0.0	\$ -	1.0	\$60,000.00
50	CONCRETE WASHOUT	1	LS	\$2,500.00	\$2,500.00	1.0	\$2,500.00	0.0	\$ -	1.0	\$2,500.00

CONSTRUCTION CHANGE ORDER - TABULATION OF CHANGES

PRK 23-001

Riverview Park Phase 1

Contract Quantities include quantities adjusted by Change Orders : 7

Change Order: #8

Bid Item Number	Item Description	(A)				(B) = (D) _{previous}		(C)		(D) = (B) + (C)	
		Original Contract				Previous Contract Adjustment		Proposed Contract Adjustment		Proposed Contract	
		Quantity	Unit	Unit Price	Value	Quantity	Value	Quantity	Value	Quantity	Value
51	BACKED BENCH	5	EA	\$8,000.00	\$40,000.00	5.0	\$40,000.00	0.0	\$ -	5.0	\$40,000.00
52	POURED IN PLACE PLAYGROUND SURFACING	5300	SF	\$32.50	\$172,250.00	5300.0	\$172,250.00	0.0	\$ -	5300.0	\$172,250.00
53	ENGINEERED WOOD FIBER PLAYGROUND SURFACING	80	CY	\$33.00	\$2,640.00	80.0	\$2,640.00	0.0	\$ -	80.0	\$2,640.00
54	PEDESTRIAN BRIDGE ABUTMENTS	1	LS	\$97,000.00	\$97,000.00	1.0	\$97,000.00	0.0	\$ -	1.0	\$97,000.00
55	PREFABRICATED PEDESTRIAN BRIDGE	1	LS	\$122,000.00	\$122,000.00	1.0	\$122,000.00	0.0	\$ -	1.0	\$122,000.00
56	WEIR WALL	1	LS	\$41,000.00	\$41,000.00	1.0	\$41,000.00	0.0	\$ -	1.0	\$41,000.00
57	ACRYLIC COURT SURFACING	978	SY	\$40.00	\$39,120.00	978.0	\$39,120.00	0.0	\$ -	978.0	\$39,120.00
58	PICKLEBALL NET AND POST SYSTEM	4	EA	\$3,058.00	\$12,232.00	4.0	\$12,232.00	0.0	\$ -	4.0	\$12,232.00
59	VOLLEYBALL NET AND POST SYSTEM	2	EA	\$4,000.00	\$8,000.00	2.0	\$8,000.00	0.0	\$ -	2.0	\$8,000.00
60	ARTIFICIAL TURF SURFACING	2376	SF	\$21.00	\$49,896.00	2376.0	\$49,896.00	0.0	\$ -	2376.0	\$49,896.00
61	SPORT COURT LIGHTING	1	LS	\$49,500.00	\$49,500.00	1.0	\$49,500.00	0.0	\$ -	1.0	\$49,500.00
A1	CLEARING AND GRUBBING	1	LS	\$500.00	\$500.00	1.0	\$500.00	0.0	\$ -	1.0	\$500.00
A2	TOPSOIL, ON-SITE, 8 INCH	132	CY	\$25.00	\$3,300.00	132.0	\$3,300.00	0.0	\$ -	132.0	\$3,300.00
A3	EXCAVATION, CLASS 10	63	CY	\$20.00	\$1,260.00	63.0	\$1,260.00	0.0	\$ -	63.0	\$1,260.00
A4	SUBBASE, MODIFIED, 4 INCHES	126	SY	\$7.00	\$882.00	126.0	\$882.00	0.0	\$ -	126.0	\$882.00
A5	PCC PAVEMENT SAMPLES AND TESTING	1	LS	\$2,000.00	\$2,000.00	1.0	\$2,000.00	-1.0	\$ (2,000.00)	0.0	\$0.00
A6	REMOVAL OF VOLLEYBALL COURT	267	SY	\$10.00	\$2,670.00	267.0	\$2,670.00	0.0	\$ -	267.0	\$2,670.00
A7	SIDEWALK, PCC, 5 INCH	84	SY	\$78.00	\$6,552.00	84.0	\$6,552.00	0.0	\$ -	84.0	\$6,552.00
A8	SEEDING, FERTILIZING, AND MULCHING FOR HYDRAULIC SEEDING TYPE 1 - PERMANENT LAWN	0.25	AC	\$5,500.00	\$1,375.00	0.25	\$1,375.00	0.0	\$ -	0.25	\$1,375.00
A9	SILT FENCE OR SILT FENCE DITCH CHECK INSTALLATION AND REMOVAL	225	LF	\$2.20	\$495.00	225.0	\$495.00	-225.0	\$ (495.00)	0.0	\$0.00
A10	TEMPORARY FENCE, ORANGE PLASTIC	250	LF	\$4.00	\$1,000.00	250.0	\$1,000.00	-250.0	\$ (1,000.00)	0.0	\$0.00
A11	MOBILIZATION - ALTERNATE A	1	LS	\$3,000.00	\$3,000.00	1.0	\$3,000.00	0.0	\$ -	1.0	\$3,000.00
A12	CONCRETE WASHOUT	1	LS	\$500.00	\$500.00	1.0	\$500.00	0.0	\$ -	1.0	\$500.00
A13	HORSHOE COURTS	2	EA	\$12,000.00	\$24,000.00	2.0	\$24,000.00	0.0	\$ -	2.0	\$24,000.00
CO2-1	EQUIPMENT RENTAL - LONG-REACH	0	WEEK	\$5,500.00	\$0.00	3.0	\$16,500.00	0.0	\$ -	3.0	\$16,500.00
CO2-2	DREDGING, HAULING, AND DISPOSING	0	HOUR	\$485.00	\$0.00	120.0	\$58,200.00	0.0	\$ -	120.0	\$58,200.00
CO2-3	LAGOON BANK RESTORATION	0	ACRE	\$6,500.00	\$0.00	1.02	\$6,630.00	0.00	\$ -	1.02	\$6,630.00
CO2-4	DUMP AREA RESTORATION	0	ACRE	\$6,500.00	\$0.00	3.5	\$22,750.00	0.0	\$ -	3.5	\$22,750.00
CO3-1	STORM SEWER, TRENCHED, HDPE, 8 INCH DUAL WALL	0	LF	\$45.00	\$0.00	39.0	\$1,755.00	0.0	\$ -	39.0	\$1,755.00

CONSTRUCTION CHANGE ORDER - TABULATION OF CHANGES

PRK 23-001

Riverview Park Phase 1

Contract Quantities include quantities adjusted by Change Orders : 7

Change Order: #8

		(A)				(B) = (D) _{previous}		(C)		(D) = (B) + (C)	
Bid Item Number	Item Description	Original Contract				Previous Contract Adjustment		Proposed Contract Adjustment		Proposed Contract	
		Quantity	Unit	Unit Price	Value	Quantity	Value	Quantity	Value	Quantity	Value
CO4-1	ELECTRICAL SERVICE CHANGE OUT	0	LS	\$15,832.49	\$0.00	1.0	\$15,832.49	0.0	\$ -	1.0	\$15,832.49
CO4-2	DEDUCT FOR SSF ON BID ITEM 54 & 56	0	LS	-\$525.00	\$0.00	1.0	-\$525.00	0.0	\$ -	1.0	-\$525.00
CO4-3	TIME&MAT ALLOWANCE - POOL DEBRIS REMOVAL (WILL UPDATE IN FUTURE CO)	0	LS	\$5,000.00	\$0.00	0.0	\$0.00	0.0	\$ -	0.0	\$0.00
CO5-1	TIME&MAT ACTUAL - POOL DEBRIS REMOVAL	0	LS	\$3,315.93	\$0.00	1.0	\$3,315.93	0.0	\$ -	1.0	\$3,315.93
CO5-2	CHAIN LINK FENCE, COMMERCIAL, BLACK, 10' HEIGHT	0	LF	\$96.00	\$0.00	455.0	\$43,680.00	0.0	\$ -	455.0	\$43,680.00
CO5-3	SINGLE GATE. CHAIN LINK, BLACK. 10' HEIGHT, 4' WIDTH	0	EA	\$1,500.00	\$0.00	2.0	\$3,000.00	0.0	\$ -	2.0	\$3,000.00
CO5-4	DOUBLE GATE. CHAIN LINK, BLACK. 10' HEIGHT, 10' TOTAL WIDTH	0	EA	\$2,500.00	\$0.00	1.0	\$2,500.00	0.0	\$ -	1.0	\$2,500.00
CO6-1	EQUIPMENT FOR LAGOON BANK SHAPING - MID-SIZE EXCAVATOR	0	HOUR	\$260.00	\$0.00	23.0	\$5,980.00	0.0	\$ -	23.0	\$5,980.00
CO6-2	EQUIPMENT FOR LAGOON BANK SHAPING - MINI EXCAVATOR OR TRACKED SKID LOADER	0	HOUR	\$160.00	\$0.00	22.0	\$3,520.00	0.0	\$ -	22.0	\$3,520.00
CO7-1	BRIDGE ABUTMENT RAILING MODIFICATION	0	LS	\$6,497.50	\$0.00	1.0	\$6,497.50	0.0	\$ -	1.0	\$6,497.50
	TOTALS:				\$1,336,029.00		\$1,501,324.42		\$ (51,769.00)		\$1,449,555.42

CONSTRUCTION CHANGE ORDER - TABULATION OF CHANGES

PRK 23-001

Riverview Park Phase 1

Contract Quantities include quantities adjusted by Change Orders: 7

Change Order: #8

Bid Item Number	Item Description		TOTAL	TOTAL	TOTAL	TOTAL	CONTRACT QTY	RVS CONTRACT QTY	CONTRACT QTY2	RVS CONTRACT QTY	CONTRACT QTY3	RVS CONTRACT QTY	CONTRACT QTY4	RVS CONTRACT QTY	CONTRACT QTY5	RVS CONTRACT QTY
		CO Adjustments Included	Previous Contract Quantity	Unit	Total Revision	Total Revised Qty	PEDESTRIAN BRIDGE	PEDESTRIAN BRIDGE	WEIR WALL	WEIR WALL	PLAYGROUND	PLAYGROUND	PICKLEBALL COURTS	PICKLEBALL COURTS	HORSE SHOE	HORSE SHOE
1	CLEARING AND GRUBBING		1	LS	0.00	1.00	0.5		0		0.5		0		0	
2	TOPSOIL, ON-SITE, 8 INCH	1	1704	CY	0.00	1704.00	273		318		513		600		0	
3	TOPSOIL, COMPOST AMENDED		110	CY	0.00	110.00	0		0		110		0		0	
4	EXCAVATION, CLASS 10	1	4329	CY	0.00	4329.00	627		1400		350		1952		0	
5	TEMPORARY BERM, INSTALLATION AND REMOVAL		120	CY	-120.00	0.00	0		120	-120	0		0		0	
6	SUBGRADE PREPARATION, 12 INCHES		1077	SY	0.00	1077.00	0		0		0		1077		0	
7	SUBBASE, MODIFIED, 4 INCHES	1,6	1509	SY	-10.00	1499.00	456		0		550		503	-10	0	
8	SUBBASE, 1 INCH CLEAN, 12 INCHES		1077	SY	0.00	1077.00	0		0		0		1077		0	
9	SUBBASE, SAND, 9 INCHES		1077	SY	0.00	1077.00	0		0		0		1077		0	
10	REMOVAL OF PEDESTRIAN BRIDGE		1	LS	0.00	1.00	1		0		0		0		0	
11	REMOVAL OF PLAYGROUND EQUIPMENT		1	LS	0.00	1.00	0		0		1		0		0	
12	REMOVAL OF BENCHES		5	EA	0.00	5.00	0		0		5		0		0	
13	REMOVAL OF EXISTING BERM		1	LS	0.00	1.00	0		1		0		0		0	
14	COMPACTION TESTING		1	LS	-1.00	0.00	1	-1	0		0		0		0	
15	STORM SEWER, TRENCHED, RCP, 15 INCH	3	351	LF	0.00	351.00	0		0		351		0		0	
16	PIPE APRON, 15 INCH		1	EA	0.00	1.00	0		1		0		0		0	
17	SUBDRAIN, 4", PERFORATED		967	LF	-464.00	503.00	0		0		287	22	680	-486	0	
18	SUBDRAIN, 6", PERFORATED		70	LF	-16.00	54.00	0		0		70	-16	0		0	
19	SUBDRAIN CLEANOUT, PVC, 4 INCH		14	EA	-8.00	6.00	0		0		3	-1	11	-7	0	
20	SUBDRAIN OUTLETS AND CONNECTIONS, PVC, 4 INCH		2	EA	0.00	2.00	0		0		1		1		0	
21	RELOCATE WATER SERVICE, 2 INCH		1	EA	0.00	1.00	0		0		1		0		0	
22	INTAKE, SW-512		4	EA	0.00	4.00	0		0		4		0		0	
23	SPORT COURT RIBBON CURB		398	LF	0.00	398.00	0		0		0		398		0	
24	PCC PAVEMENT SAMPLES AND TESTING		1	LS	0.00	1.00	1		0		0		0		0	
25	REMOVAL OF TENNIS COURT		865	SY	0.00	865.00	0		0		0		865		0	
26	REMOVAL OF SIDEWALK	6	507.3	SY	0.00	507.30	306		0		28		173.3		0	
27	SIDEWALK, PCC, 5 INCH	1,6	1043.3	SY	0.00	1043.30	312		0		400		331.3		0	
28	COURT PAVEMENT, PCC, 6 INCH, REINFORCED		978	SY	0.00	978.00	0		0		0		978		0	
29	FULL DEPTH PATCHES, PCC, M-4, 6 INCH		55	SY	3.70	58.70	0		0		55	3.7	0		0	
30	SEEDING, FERTILIZING, AND MULCHING FOR HYDRAULIC SEEDING TYPE 1 - PERMANENT LAWN	1	1.52	AC	0.09	1.61	0.25		0.32	0.09	0.42		0.53		0	
31	SEEDING, FERTILIZING, AND MULCHING FOR HYDRAULIC SEEDING WETLAND SEED MIX		0.05	AC	-0.02	0.03	0		0.05	-0.02	0		0		0	
32	PLANTS WITH WARRANTY, DECIDUOUS SHRUBS, (3 GAL)		4	EA	0.00	4.00	0		0		4		0		0	
33	PLANTS WITH WARRANTY, PERENNIAL (1 GAL)		259	EA	0.00	259.00	0		0		259		0		0	
34	PLANTS WITH WARRANTY, DECIDUOUS TREE, (1.5" CAL.)		3	EA	0.00	3.00	0		0		3		0		0	
35	SWPPP PREPARATION		1	LS	0.00	1.00	1		0		0		0		0	
36	SWPPP MANAGEMENT		1	LS	0.00	1.00	1		0		0		0		0	
37	RIP RAP, CLASS E		276	TON	0.00	276.00	232		44		0		0		0	
38	SILT FENCE OR SILT FENCE DITCH CHECK INSTALLATION AND REMOVAL		2450	LF	-1830.00	620.00	850	-230	350	-350	500	-500	750	-750	0	
39	STABILIZED CONSTRUCTION ENTRANCE		224	SY	-224.00	0.00	224	-224	0		0		0		0	

CONSTRUCTION CHANGE ORDER - TABULATION OF CHANGES

PRK 23-001

Riverview Park Phase 1

Contract Quantities include quantities adjusted by Change Orders: 7

Change Order: #8

Bid Item Number	Item Description	CO Adjustments Included	Previous Contract Quantity	Unit	Total Revision	Total Revised Qty	CONTRACT QTY	RVS CONTRACT QTY	CONTRACT QTY2	RVS CONTRACT QTY	CONTRACT QTY3	RVS CONTRACT QTY	CONTRACT QTY4	RVS CONTRACT QTY	CONTRACT QTY5	RVS CONTRACT QTY
							PEDESTRIAN BRIDGE	PEDESTRIAN BRIDGE	WEIR WALL	WEIR WALL	PLAYGROUND	PLAYGROUND	PICKLEBALL COURTS	PICKLEBALL COURTS	HORSE SHOE	HORSE SHOE
40	EROSION CONTROL MULCHING, HYDRO MULCHING, TYPE 1		1	AC	-1.00	0.00	1	-1	0		0		0		0	
41	EROSION CONTROL MULCHING, HYDRO MULCHING, TYPE 2		1	AC	-1.00	0.00	1	-1	0		0		0		0	
42	CHAIN LINK FENCE, COMMERCIAL, BLACK, 6' HEIGHT	5	0	LF	0.00	0.00	0		0		0		0		0	
43	COURT DIVISION FENCING, CHAIN LINK, BLACK, 4' HEIGHT		96	LF	0.00	96.00	0		0		0		96		0	
44	SINGLE GATE, CHAIN LINK, BLACK, 6' HEIGHT, 4' WIDTH	5	0	EA	0.00	0.00	0		0		0		0		0	
45	DOUBLE GATE, CHAIN LINK, BLACK, 6' HEIGHT, 10' TOTAL WIDTH	5	0	EA	0.00	0.00	0		0		0		0		0	
46	REMOVAL OF FENCE		372	LF	0.00	372.00	0		0		0		372		0	
47	TEMPORARY FENCE, ORANGE PLASTIC		2600	LF	-1390.00	1210.00	680	-525	450	-450	640	45	830	-460	0	
48	CONSTRUCTION SURVEY		1	LS	0.00	1.00	1		0		0		0		0	
49	MOBILIZATION		1	LS	0.00	1.00	0.25		0.25		0.25		0.25		0	
50	CONCRETE WASHOUT		1	LS	0.00	1.00	0.25		0.25		0.25		0.25		0	
51	BACKED BENCH		5	EA	0.00	5.00	0		0		4		1		0	
52	POURED IN PLACE PLAYGROUND SURFACING		5300	SF	0.00	5300.00	0		0		5300		0		0	
53	ENGINEERED WOOD FIBER PLAYGROUND SURFACING		80	CY	0.00	80.00	0		0		80		0		0	
54	PEDESTRIAN BRIDGE ABUTMENTS		1	LS	0.00	1.00	1		0		0		0		0	
55	PREFABRICATED PEDESTRIAN BRIDGE		1	LS	0.00	1.00	1		0		0		0		0	
56	WEIR WALL		1	LS	0.00	1.00	0		1		0		0		0	
57	ACRYLIC COURT SURFACING		978	SY	0.00	978.00	0		0		0		978		0	
58	PICKLEBALL NET AND POST SYSTEM		4	EA	0.00	4.00	0		0		0		4		0	
59	VOLLEYBALL NET AND POST SYSTEM		2	EA	0.00	2.00	0		0		0		2		0	
60	ARTIFICIAL TURF SURFACING		2376	SF	0.00	2376.00	0		0		0		2376		0	
61	SPORT COURT LIGHTING		1	LS	0.00	1.00	0		0		0		1		0	
A1	CLEARING AND GRUBBING		1	LS	0.00	1.00	0		0		0		0		1	
A2	TOPSOIL, ON-SITE, 8 INCH		132	CY	0.00	132.00	0		0		0		0		132	
A3	EXCAVATION, CLASS 10		63	CY	0.00	63.00	0		0		0		0		63	
A4	SUBBASE, MODIFIED, 4 INCHES		126	SY	0.00	126.00	0		0		0		0		126	
A5	PCC PAVEMENT SAMPLES AND TESTING		1	LS	-1.00	0.00	0		0		0		0		1	-1
A6	REMOVAL OF VOLLEYBALL COURT		267	SY	0.00	267.00	0		0		0		0		267	
A7	SIDEWALK, PCC, 5 INCH		84	SY	0.00	84.00	0		0		0		0		84	
A8	SEEDING, FERTILIZING, AND MULCHING FOR HYDRAULIC SEEDING TYPE 1 - PERMANENT LAWN		0.25	AC	0.00	0.25	0		0		0		0		0.25	
A9	SILT FENCE OR SILT FENCE DITCH CHECK INSTALLATION AND REMOVAL		225	LF	-225.00	0.00	0		0		0		0		225	-225
A10	TEMPORARY FENCE, ORANGE PLASTIC		250	LF	-250.00	0.00	0		0		0		0		250	-250
A11	MOBILIZATION - ALTERNATE A		1	LS	0.00	1.00	0		0		0		0		1	
A12	CONCRETE WASHOUT		1	LS	0.00	1.00	0		0		0		0		1	
A13	HORSHOE COURTS		2	EA	0.00	2.00	0		0		0		0		2	
CO2-1	EQUIPMENT RENTAL - LONG-REACH	2	3	WEEK	0.00	3.00	3		0		0		0		0	
CO2-2	DREDGING, HAULING, AND DISPOSING	2.6	120	HOURL	0.00	120.00	120		0		0		0		0	
CO2-3	LAGOON BANK RESTORATION	2.6	1.02	ACRE	0.00	1.02	1.02		0		0		0		0	
CO2-4	DUMP AREA RESTORATION	2.6	3.5	ACRE	0.00	3.50	3.5		0		0		0		0	
CO3-1	STORM SEWER, TRENCHED, HDPE, 8 INCH DUAL WALL	3	39	LF	0.00	39.00	0		0		39		0		0	
CO4-1	ELECTRICAL SERVICE CHANGE OUT	4	1	LS	0.00	1.00	0		0		0		1		0	
CO4-2	DEDUCT FOR SSF ON BID ITEM 54 & 56	4	1	LS	0.00	1.00	0.5		0.5		0		0		0	

CONSTRUCTION CHANGE ORDER - TABULATION OF CHANGES

PRK 23-001

Riverview Park Phase 1

Contract Quantities include quantities adjusted by Change Orders: 7

Change Order: #8

Bid Item Number	Item Description		TOTAL	TOTAL	TOTAL	TOTAL	CONTRACT QTY	RVS CONTRACT QTY	CONTRACT QTY2	RVS CONTRACT QTY	CONTRACT QTY3	RVS CONTRACT QTY	CONTRACT QTY4	RVS CONTRACT QTY	CONTRACT QTY5	RVS CONTRACT QTY
		CO Adjustments Included	Previous Contract Quantity	Unit	Total Revision	Total Revised Qty	PEDESTRIAN BRIDGE	PEDESTRIAN BRIDGE	WEIR WALL	WEIR WALL	PLAYGROUND	PLAYGROUND	PICKLEBALL COURTS	PICKLEBALL COURTS	HORSE SHOE	HORSE SHOE
CO4-3	TIME&MAT ALLOWANCE - POOL DEBRIS REMOVAL (WILL UPDATE IN FUTURE CO)	4, 5	0	LS	0.00	0.00	0		0		0		0		0	
CO5-1	TIME&MAT ACTUAL - POOL DEBRIS REMOVAL	5	1	LS	0.00	1.00	0		0		0		1		0	
CO5-2	CHAIN LINK FENCE, COMMERCIAL, BLACK, 10' HEIGHT	5	455	LF	0.00	455.00	0		0		0		455		0	
CO5-3	SINGLE GATE. CHAIN LINK, BLACK. 10' HEIGHT, 4' WIDTH	5	2	EA	0.00	2.00	0		0		0		2		0	
CO5-4	DOUBLE GATE. CHAIN LINK, BLACK. 10' HEIGHT, 10' TOTAL WIDTH	5	1	EA	0.00	1.00	0		0		0		1		0	
CO6-1	EQUIPMENT FOR LAGOON BANK SHAPING - MID-SIZE EXCAVATOR	6	23	HOURL	0.00	23.00	23		0		0		0		0	
CO6-2	EQUIPMENT FOR LAGOON BANK SHAPING - MINI EXCAVATOR OR TRACKED SKID LOADER	6	22	HOURL	0.00	22.00	22		0		0		0		0	
CO7-1	BRIDGE ABUTMENT RAILING MODIFICATION	7	1	LS	0.00	1.00	1		0		0		0		0	



**MARSHALLTOWN
MORE THAN EVER**

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

To: Mayor and City Council
From: Heather Thomas, Public Works Director
Meeting Date: July 14, 2025
Re: Resolution Approving Contract Change Order #3 for the Water Plaza Project #PRK22004, an Increase of \$9,144.00

Strategic Plan Objective:

None of the top or high priority goals from the 2025 Strategic Plan are related to this project. However, in the 2023 Strategic Plan – “Continually improve and sustain the City’s infrastructure, organization, and services” was.

Recommended:

Staff recommends approval of Change Order #3, an increase of \$9,144.00.

Budget Impact:

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

Project Expenses:		
Design Engineering	\$ 296,400.00	<i>Bolton & Menk</i>
Construction Engineering	\$ 190,185.00	<i>Bolton & Menk</i>
Allowance – Rubberized Coating	\$ 55,000.00	<i>TBD</i>
Allowance – Landscaping	\$ 7,500.00	<i>City of Marshalltown - Parks</i>
Allowance - Signage	\$ 50,000.00	<i>Coordination w/ ACA</i>
Allowance – Sculpture	\$ 395,000.00	<i>Coordination w/ ACA</i>
Estimated Permits, Util, Etc	\$ 5,710.00	<i>City + Others</i>
Land Survey for YMCA Agreement	\$ 4,095.00	<i>Clapsaddle-Garber Associates</i>
Electrical Service & Transformer	\$ 30,723.50	<i>Alliant Energy</i>
Construction Bid (+ CO-0)	\$ 1,887,325.00	<i>Edge Commercial</i>
Construction Change Order 1	(deduct) - \$2,703.00	<i>Edge Commercial</i>
Construction Change Order 2	\$ 945.00	<i>Edge Commercial</i>
Construction Change Order 3	\$ 9,144.00	<i>Edge Commercial</i>
TOTAL	\$ 2,929,324.50	

Project Funding:

City of Marshalltown Bond Fund 364	\$ 500,000.00	
City of Marshalltown ARPA Fund 389	\$ 68,063.65	
Destination Iowa Grant	\$ 578,015.00	
Wellmark Grant	\$ 100,000.00	
Donations	\$ 125,000.00	<i>City Fund 364</i>
Donations	\$ 1,071,059.50	<i>City Fund 140</i>
Donations	\$ 445,000.00	<i>ACA Held</i>
City of Marshalltown Bond Fund 364	\$ 190,000.00	<i>Contingency from Riverview Park</i>
Electrical Reimbursement	\$ 30,723.50	<i>Bolton & Menk / KED Bluestone</i>
TOTAL	\$ 3,107,861.65	

Description/Background:

This change order includes the following item:

- Modifications to the Pool Equipment Room to include a dedicated chlorine and acid storage room, with necessary mechanical and ventilation changes.

The contract project substantial completion remains September 15, 2025 with final completion by November 15, 2025. There are several aspects of the project outside of the construction contract held by Edge Commercial that will be completed after these dates.

There are also some discussions underway about the completion date being extended to September 30, 2025 due to the changes made to the restroom/mechanical building causing delay of production to August.

Attachments:

1. Resolution Approving CO3 Water Plaza
2. PRK22004 - Water Plaza CO 3

**RESOLUTION APPROVING CONTRACT CHANGE ORDER #3 FOR THE WATER
PLAZA PROJECT #PRK22004, AN INCREASE OF \$9,144.00**

WHEREAS, the City of Marshalltown, Iowa, has heretofore entered into a contract with Edge Commercial, LLC. for the Water Plaza Project #PRK22004; and

WHEREAS, a change that results in an increase is requested for items to complete the project.

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

Section 1. That the contract Change Order #3 for the Water Plaza Project #PRK22004, in the increased amount of \$9,144.00 is hereby accepted and approved.

Passed this 14th day of July 2025, and signed this _____ day of July 2025.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, CMC, City Clerk



Bolton & Menk

Change Order Details

Marshalltown - Water Plaza

Description	Marshalltown Interactive Water Feature
Prime Contractor	Edge Commercial 3155 SE Mische Dr, Ste 2 Grimes, IA 50111
Change Order	3
Status	Pending
Date Created	07/02/2025
Summary	Change Order #3 - Building Ventilation per PR #3-#5
Change Order Description	Marshalltown Interactive Water Feature
Awarded Project Amount	\$1,887,325.00
Authorized Project Amount	\$1,885,567.00
Change Order Amount	\$9,144.00
Revised Project Amount	\$1,894,711.00

New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 1 - Description					
9002	0000-999-J	LS	1.000	\$9,144.000	\$9,144.00
'LUMP SUM' ITEM: Building Ventilation					

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
-------------	---------	------	----------	------------	-----------

Reason: Pleva Mechanical: \$8,154.00 Van Maanen Electric: \$403.00 Edge Bond/Insurance (1.85%): \$159.00 Edge Fee (5%): \$428.00

1 item

Total: \$9,144.00

Attachments

Document	Name	Description	Submission Date
2025.05.16_REV_03_Water_Plaza_at_Mega-10_Park.pdf	2025.05.16_REV 03_Water Plaza at Mega-10 Park.pdf		07/02/2025 09:41 AM CDT
2025.06.13_REV_04_Water_Plaza_at_Mega-10_Park.pdf	2025.06.13_REV 04_Water Plaza at Mega-10 Park.pdf		07/02/2025 09:42 AM CDT
2025.06.18_REV_05_Water_Plaza_at_Mega-10_Park.pdf	2025.06.18_REV 05_Water Plaza at Mega-10 Park.pdf		07/02/2025 09:42 AM CDT

3 attachments

Signatures

Agreed -  Date: 7/8/25

Contractor

Recommended - Gregory Brownard Date: 7/8/2025

Project Engineer

Approved - _____ Date: _____

City

**PLAN REVISION NOTIFICATION**

Project Information		
Project: Water Plaza at Mega-10 Park	Project No.: 0T6.128279	Plan Revision No.:3
To: Edge Commercial		Date:5/16/2025
List of affected documents (title, revision): P.01 – Electrical Plan – Plan Revision 3 P.04 – Electrical Details and Schedules – Plan Revision 3 P.05 – Mechanical Plan – Plan Revision 3		
☒ Engineering "hold" placed on construction activities in area defined herein pending receipt of approved Change Order		
☐ Released for construction on basis of modification(s) prescribed by this PRN		
Description of Change: P.01 – Electrical Plan ADD general note for grounding and bonding per NEC 68036 ADD connections to new exhaust fan P.04 – Electrical Details and Schedules REVISE breaker #2, 4, 6, in PB panelboard or correspond with lift station submittals. Coordinate cost with G.C./P.C. so as to be no additional cost to owner. REVISE S4 to be provided and controlled by others, wired/installed by E.C. ADD toggles switch to schedules ADD breakers for exhaust fan REVISE breaker to water heater and lift station P.05 – Mechanical Plan ADD entire sheet for Chlorine Exhaust Room fan system and required ventilation per IAC Pool Code.		
Exhibits attached: ☐ No ☒ Yes—If yes, check applicable box(es): ☒ Revised plan drawing(s): Sheets, P.01, P.04, P.05 ☐ New Sheet(s): ☐ Project files (Location):		
Comments: Remove the originally issued plan sheet and replace with attached Revision 3 plan sheets. The originally issued plan sheet as listed is no longer applicable. It is the prime contractor's responsibility to communicate this plan revision to all subcontractors and ensure their plan sets are updated.		
Originator: Brianna Hanke		Date: 5/23/2025
Distribution (Check as applicable and fill in name) Note: Personnel indicated with an asterisk [*] are to perform a QA review and inform originator of any comment, or approve and sign, as applicable, by the following date: N/A If the project engineer and project manager are the same individual, mark N/A on project engineer line.		
Project manager: Nate Weitz	Project engineer: Greg Broussard	
Discipline lead: Brianna Hanke	Field representative: Brianna Hanke	
Discipline engineer/designee (signature) 	Date: 5/16/2025	
Project engineer/designee (signature)	Date:	
Project manager (after acceptance of all reviews) (signature)	Date:	

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HORIZ. SCALE FEET



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
JRS	1	PLAN REVISION 3	MAY 21, 2025
DRAWN			
JRS			
CHECKED			
MSM			
BMI PROJ. NO.			
0TG.128279			

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 0.07 AND 0.08 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 DEMOD RESTROOM BUILDING. UNDERGROUND CONDUIT/CONDUCTORS MAY BE ABANDONED IN PLACE.
- INSTALL BONDING AND EQUIPMENT GROUNDING IN ACCORDANCE WITH NEC 880.6 FOR ALL ELECTRICAL EQUIPMENT ASSOCIATED WITH THE SPLASH PAD.

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.
- EXTEND CONDUIT FOR FUTURE LIGHT FIXTURE INSTALLATION



5518 NW 88th Street
Johnston, IA 50131
515-727-0700
www.bluestonemap.com/
Project #: 124-012

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NEMA 5-20R RECEPTACLE SUBSCRIPT SCHEDULE		
SUBSCRIPT	DESCRIPTION	MODEL NO.
G	DUPLEX GROUND FAULT RECEPTACLE, NEMA 5-20R	HUBBELL GFR5352ST LEVITON PASS & SEYMOUR COOPER
W	DUPLEX GROUND FAULT RECEPTACLE, NEMA 5-20R, DIE-CAST WEATHERPROOF COVER (WHILE IN USE)	HUBBELL GFR5352ST/WP26E LEVITON PASS & SEYMOUR COOPER
NO SUBSCRIPT	DUPLEX RECEPTACLE, NEMA 5-20R, HEAVY DUTY SPECIFICATION GRADE	HUBBELL HBL5362 LEVITON PASS & SEYMOUR COOPER
PED	THREE DUPLEX GROUND FAULT RECEPTACLES, MOUNTED IN 42" DECORATIVE PEDESTAL, NEMA 5-20R, ALUMINUM BOLLARD WITH WOOD ACCENT PANEL. REFER TO DETAIL 51P.03, PROVIDE WITH CONCRETE BASE PER MANUFACTURER RECOMMENDATIONS	STUCTURA TBL

LUMINAIRE SCHEDULE									
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, 6" DIAMETER ALUMINUM POLE SUPPLIED WITH LIGHT FIXTURE, REFER TO DETAIL 41P.03 SHEET FOR CONCRETE BASE	LANDSCAPE FORMS	CQ751-01	40 W	4000K LED	DRIVER	POLE	120 V	PRE APPROVED EQUAL
S2	DECORATIVE PEDESTRIAN BOLLARD, 47" HEIGHT, MINIMUM 1600 DELIVERED LUMENS, T11 DISTRIBUTION, BLACK FINISH, REFER TO DETAIL 41P.03 SHEET FOR CONCRETE BASE	LIGMAN	LUJE-10555	15 W	4000K LED	DRIVER	BOLLARD	120 V	PRE APPROVED EQUAL
S4	IN GRADE LIGHT FIXTURE, PROVIDED BY OTHER, CONTROLLED VIA SPLASH PAD CONTROLLER, COORDINATE ELECTRICAL REQUIREMENTS WITH MANUFACTURER	N/A	N/A	14 W	LED	DRIVER	IN GRADE	120 V	N/A



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
YS	0	PLAN REVISION 0	JANUARY 17, 2025
DRAWN	1	PLAN REVISION 3	MAY 21, 2025
CHECKED			
BMI PROJ. NO.			
076.128279			

CITY OF MARSHALLTOWN, IOWA
MEGA-10 PARK WATER PLAZA
ELECTRICAL DETAILS AND SCHEDULES

SHEET

P.04

PANELBOARD: PB													
LOCATION: MOUNTING/TYPE: SURFACE / TYPE 1 FED FROM: UTILITY XFMR NOTES:				VOLTAGE: 208/120 Wye PHASE: 3 WIRE: 4				MAIN DEVICE: 300 A - MCB BUS RATING: 400 NEUTRAL RATING: 100% A.I.C. RATING: 22000					
LOAD DESCRIPTION	BKR	PL	CKT	A (KVA)		B (KVA)		C (KVA)		CKT	PL	BKR	LOAD DESCRIPTION
(G)14-30R RECEPT	30 A	2	1	2.0	2.4					2			(G)LIFT STATION
			3			2.0	2.4					4	
(G)LIGHTING	20 A	1	5					0.3	2.4	5			
RECEPT PEDESTAL	20 A	1	7	0.5	--					8	1	--	SPACE
(G)PUMP #1	40 A	3	9			1.9	--			10	1	--	SPACE
			11					1.9	--	12	1	--	SPACE
			13	1.9	1.9					14			
(G)PUMP #3	40 A	3	15			1.9	1.9			16	3	40 A	(G)PUMP #2
			17					1.9	1.9	18			
			19	1.9	0.1					20	1	20 A	(G)FEATURE CTRL
CHEMICAL FEEDER	20 A	1	21			0.4	0.2			22	1	20 A	(G)UV SYSTEM
(G)SUMP PUMP	20 A	1	23					0.5	1.9	24			
RECEPT	20 A	1	25	0.2	1.9					26	3	40 A	(G)RECIRC PUMP
WATER HEATER	80 A	2	27			6.1	1.9			28			
			29					6.1	0.0	30	1	20 A	SPARE
EF-1	20 A	1	31	0.3	0.0					32	1	20 A	SPARE
SPACE	--	1	33			--	0.0			34	1	20 A	SPARE
SPACE	--	1	35					--	0.0	36	1	20 A	SPARE
SPACE	--	1	37	--	--					38	1	--	SPACE
LC LOAD CENTER	100 A	2	39			6.0	--			40	1	--	SPACE
			41					6.0	--	42	1	--	SPACE
TOTAL LOAD:				13283 VA		24773 VA		23063 VA					
TOTAL AMPS:				111 A		219 A		205 A					
Load Classification				Connected Load		Demand Factor		Estimated Demand		Panel Totals:			
LIGHTING				330 VA		100%		330 VA					
POWER				0 VA		0%		0 VA		CONNECTED LOAD: 61120 VA			
Other				0 VA		0%		0 VA		ESTIMATED DEMAND: 65595 VA			
RECEPT				5440 VA		100%		5440 VA		CONNECTED CURRENT: 170 A			
CONTINUOUS				12100 VA		125%		15125 VA		EST. DEMAND CURRENT: 182 A			
MTR				30900 VA		105%		32350 VA					
HEAT				12350 VA		100%		12350 VA					
NOTES:													
(G) DENOTES GFCI BREAKER													

LIGHTING CONTROL NARRATIVE

ALL EXTERIOR LIGHT FIXTURES SHALL BE CONTROLLED VIA TIMER CONTROL BOX.

- 'S1' POLE LIGHT FIXTURES WILL BE CONTROLLED BY A PHOTOCELL SENSOR, AUTOMATICALLY TURNING ON AT DUSK AND OFF AT DAWN.
- 'S2' BOLLARD LIGHT FIXTURES WILL BE CONTROLLED BY A PHOTOCELL SENSOR, AUTOMATICALLY TURNING ON AT DUSK AND OFF AT DAWN.
- 'S4' IN-GRADE LIGHT FIXTURES WILL BE CONTROLLED VIA WATER FEATURE CONTROLLER.

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

BREAKER SIZE	PHASE/ NEUTRAL	GRD	CONDUIT
20A	12	12	3/4"
25A	10	10	3/4"
30A	10	10	3/4"
35A	8	10	1"
40A	8	10	1"
50A	6	10	1"
60A	4	10	1-1/4"
70A	4	8	1-1/4"
80A	3	8	1-1/2"
100A	1	8	2"

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 "RUN" 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.
NO SUBSCRIPT	SINGLE POLE SWITCH, COMMERCIAL GRADE, 20 AMP	COOPER HUBBELL LEVITON PASS & SEYMOUR

PHOTOCELL SCHEDULE

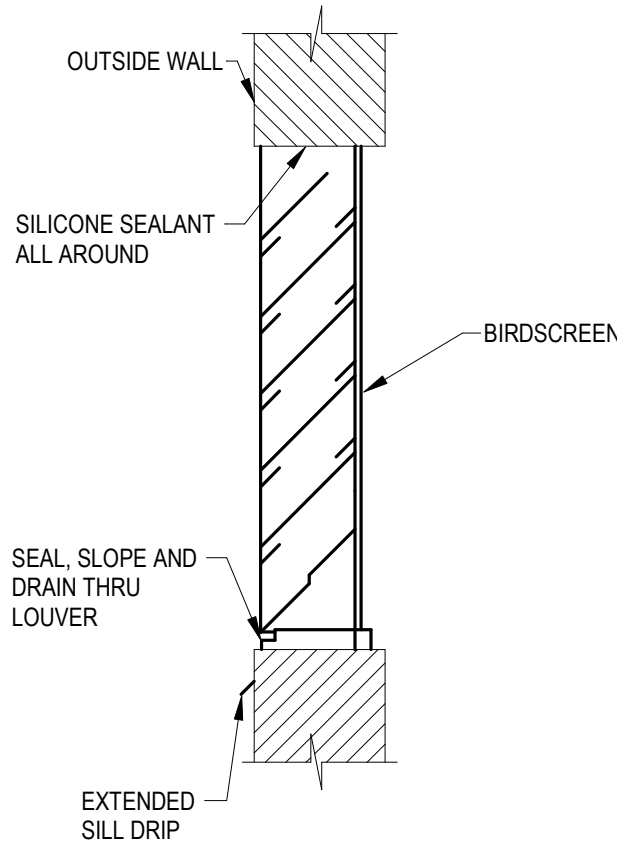
SUBSCRIPT	DESCRIPTION	MODEL NO.
PC	ANALOG PHOTOCELL SENSOR, SUPPLIED WITH THE TIMER SWITCH	TORK EPC2 APPROVED EQUAL

SPECIALTY RECEPTACLE SUBSCRIPT SCHEDULE

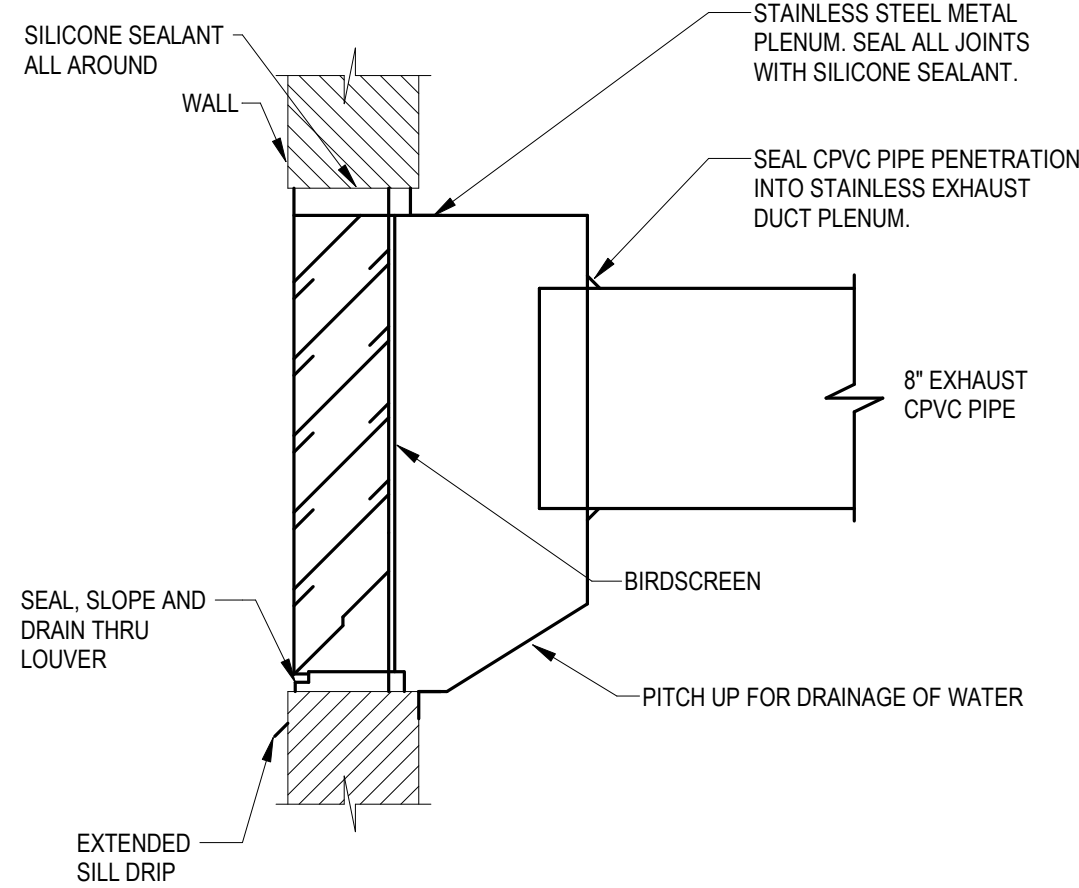
SUBSCRIPT	DESCRIPTION	MODEL NO.
14-30R	NEMA 14-30R RECEPTACLE, SURFACE MOUNTED, PROVIDE WITH WEATHER RESISTANT WHILE IN USE COVER	HUBBELL HBL9430A LEVITON PASS & SEYMOUR COOPER



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3 OUTSIDE AIR LOUVER
N.T.S.



2 EXHAUST AIR LOUVER - DUCTED
N.T.S.

LOUVER SCHEDULE										
MARK	MANUFACTURER	MODEL	AIRFLOW (CFM)	SIZE (INCHES)			FREE AREA (FT ²)	FREE AREA VEL. (FPM)	MAX. S.P. (IN. W.C.)	FINISH
				W	X	H				
EAL-1	GREENHECK	ESD-435	200	16	x	16	0.6	324	0.05	EPOXY COATED
OAL-1	GREENHECK	ESD-435	200	16	x	16	0.6	324	0.05	EPOXY COATED

FAN SCHEDULE																		
MARK	MANUFACTURER	MODEL	TYPE	AIRFLOW (CFM)	S.P. (IN. W.C.)	MAX FAN RPM	DRIVE	WHEEL DIA. (INCHES)	FAN CONSTRUCTION		ELECTRICAL (FAN)						CONTROL TYPE	NOTES
									HOUSING (STEEL OR ALUM)	WHEEL (STEEL OR ALUM)	BHP	MHP	VOLT	PH	DISCONNECT			
															BY	TYPE		
EF-1	FANTECH	FR160	INLINE FAN	200	0.5	2293	DIRECT	6	PLASTIC	PLASTIC	FHP	FHP	120	1	E.C.	NON-FUSED	WALL SWITCH BY E.C.	1

NOTES:
1. PROVIDE WITH 6" ROUND DUCT CONNECTIONS FOR THE INLET AND DISCHARGE. PROVIDE TRANSITION AS REQUIRED TO SIZES ON PLAN.

DUCTWORK APPLICATION SCHEDULE								
AIR HANDLING SYSTEM	EQUIPMENT SERVICE	AIRSTREAM	DUCTWORK LOCATION (ALL DUCT CONCEALED UNLESS NOTED OTHERWISE)	SYSTEM TYPE (CONSTANT VOLUME OR VAV OR BOTH)	SEAL CLASE (NOTE 1)	DUCTWORK MATERIAL	DUCT SHAPE	NOTES
GENERAL EXHAUST	EF-1	EXHAUST AIR	EXHAUST AIR FAN INLET AND DISCHARGE	CONSTANT VOLUME	-	CPVC PIPING	ROUND	
			EXHAUST AIR LOUVER PLENUM	CONSTANT VOLUME	C	316 STAINLESS STEEL	RECT	

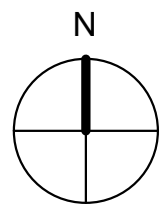
NOTES:
1. DUCT SEAL CLASS TO BE BASED ON PRESSURE CLASS AS NOTED BELOW:
CLASS A: -10"W.C. THRU -4"W.C.
CLASS B: -3"W.C.
CLASS C: -2"W.C. THRU +2"W.C.
CLASS B: +3"W.C.
CLASS A: +4"W.C. THRU +10"W.C.

VENTILATION REQUIREMENTS:

IOWA ADMINISTRATIVE CODE: CHAPTER 15 SWIMMING POOLS AND SPAS
ROOM VOLUME: 7'-5" x 7'-6" x 8'-0" = 450 CU. FT.
AIR CHANGES PER HOUR: 15
MINIMUM REQUIRED EXHAUST AIRFLOW: 113 CFM
DESIGNED EXHAUST AIRFLOW: 200 CFM.

KEYNOTES:

- 8" CPVC INLET WITHIN 8" OF FLOOR.
- TAP CPVC INLET INTO STAINLESS STEELSHEET METAL LOUVER PLENUM. SEAL CONNECTION TIGHT.
- INSTALL BOTTOM OF LOUVER AT APPROXIMATELY 6'-0" ABOVE FINISHED FLOOR. COORDINATE ELEVATION WITH CMU BLOCK COURSES. FINAL LOUVER ELEVATION TO BE DETERMINED BY BOLTON AND MENK AND HUFFCUT BUILDING SUPPLIER.
- INSTALL EXHAUST FAN SWITCH OUTSIDE OF THE CHLORINE STORAGE ROOM. LABEL SWITCH PLATE TO READ "CHLORINE EXHAUST FAN"



1 MECHANICAL PLAN
1/4" = 1'-0"

I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

Signature: Jacob Schaefer Date: May 23, 2025

License number: 25349

My license renewal date is December 31, 2026.

Pages or sheets covered by this seal: _____

5518 NW 88th Street
Johnston, IA 50131
515-727-0700
www.bluestonemap.com/
Project #: 124-012

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

DESIGNED	REV	DESCRIPTION	DATE
JRS	1	PLAN REVISION 3	MAY 21, 2025
DRAWN	JRS		
CHECKED	MSM		
BMI PROJ. NO.	0T6.128279		

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

SHEET

P.05

PLAN REVISION NOTIFICATION

Project Information		
Project: Water Plaza at Mega-10 Park	Project No.: 0T6.128279	Plan Revision No.: 4
To: Edge Commercial		Date: 6/13/2025
List of affected documents (title, revision): P.01 – Electrical Plan – Plan Revision 4 P.05 – Mechanical Plan – Plan Revision 4		
☒ Engineering “hold” placed on construction activities in area defined herein pending receipt of approved Change Order ☐ Released for construction on basis of modification(s) prescribed by this PRN		
Description of Change: P.01 – Electrical Plan Drawing REVISE circuiting for mechanical connections. Refer to reissued plan for additional information. P.05 – Mechanical Plan RELOCATE exhaust fan, exhaust air louver (EAL-1) and associated ductwork. Refer to the reissued sheet for additional information. RELOCATE outside air louver (OAL-1) to new location. Refer to the reissued sheet for additional information. ADD connecting ductwork to outside air louver (OAL-1). Refer to the reissued sheet for additional information.		
Exhibits attached: ☐ No ☒ Yes—If yes, check applicable box(es): ☒ Revised plan drawing(s): Sheets, P.01, P.05 ☐ New Sheet(s): ☐ Project files (Location):		
Comments: Remove the originally issued plan sheet and replace with attached Revision 4 plan sheets. The originally issued plan sheet as listed is no longer applicable. It is the prime contractor’s responsibility to communicate this plan revision to all subcontractors and ensure their plan sets are updated.		
Originator: Brianna Hanke		Date: 6/13/2025
Distribution (Check as applicable and fill in name) Note: Personnel indicated with an asterisk [*] are to perform a QA review and inform originator of any comment, or approve and sign, as applicable, by the following date: N/A If the project engineer and project manager are the same individual, mark N/A on project engineer line.		
Project manager: Nate Weith	Project engineer: Greg Broussard	
Discipline lead: Brianna Hanke	Field representative: Brianna Hanke	
Discipline engineer/designee (signature) 	Date: 6/13/2025	
Project engineer/designee (signature)	Date:	
Project manager (after acceptance of all reviews) (signature)	Date:	

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HORIZ. SCALE FEET



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Phone: (515) 259-9190
Email: DesMoines@bolton-menk.com
www.bolton-menk.com

DESIGNED	JRS	REV	DESCRIPTION	DATE
DRAWN	JRS	1	PLAN REVISION 3	MAY 21, 2025
CHECKED	MSM	2	PLAN REVISION 4	JUNE 13, 2025
BMI PROJ. NO.	076.128279			

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 0.07 AND 0.08 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 DEMOD RESTROOM BUILDING. UNDERGROUND CONDUIT/CONDUCTORS MAY BE ABANDONED IN PLACE.
- INSTALL BONDING AND EQUIPMENT GROUNDING IN ACCORDANCE WITH NEC 680.6 FOR ALL ELECTRICAL EQUIPMENT ASSOCIATED WITH THE SPLASH PAD.

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.
- EXTEND CONDUIT FOR FUTURE LIGHT FIXTURE INSTALLATION
- PROVIDE LABEL FOR SWITCH STATING "NOTICE CHEMICAL ROOM EXHAUST FAN SHALL REMAIN ON AT ALL TIMES".



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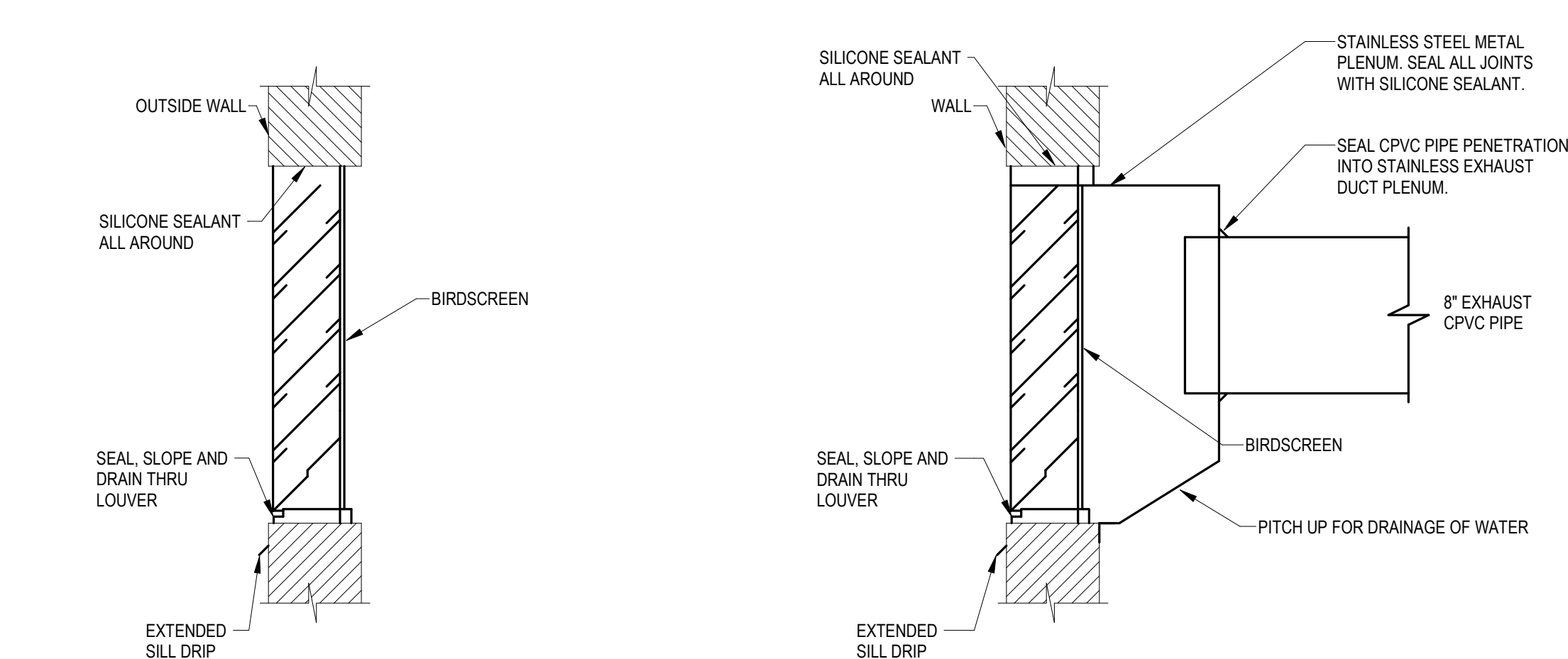
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Phone: (515) 259-9190
Email: DesMoines@bolton-menk.com
www.bolton-menk.com

DESIGNED	REV	DESCRIPTION	DATE
JRS	1	PLAN REVISION 3	MAY 21, 2025
JRS	2	PLAN REVISION 4	JUNE 13, 2025
CHECKED			
MSM			
BMI PROJ. NO.			
0TG6.128279			

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

SHEET

P.05



3 OUTSIDE AIR LOUVER
N.T.S.

2 EXHAUST AIR LOUVER - DUCTED
N.T.S.

LOUVER SCHEDULE										
MARK	MANUFACTURER	MODEL	AIRFLOW (CFM)	SIZE (INCHES)			FREE AREA (FT ²)	FREE AREA VEL. (FPM)	MAX S.P. (IN. W.C.)	FINISH
				W	X	H				
EAL-1	GREENHECK	ESD-435	200	16	x	16	0.6	324	0.05	EPOXY COATED
OAL-1	GREENHECK	ESD-435	200	16	x	16	0.6	324	0.05	EPOXY COATED

FAN SCHEDULE																		
MARK	MANUFACTURER	MODEL	TYPE	AIRFLOW (CFM)	S.P. (IN. W.C.)	MAX FAN RPM	DRIVE	WHEEL DIA (INCHES)	FAN CONSTRUCTION		ELECTRICAL (FAN)						CONTROL TYPE	NOTES
									HOUSING (STEEL OR ALUM)	WHEEL (STEEL OR ALUM)	BHP	MHP	VOLT	PH	DISCONNECT			
															BY	TYPE		
EF-1	FANTECH	FR160	INLINE FAN	200	0.5	2293	DIRECT	6	PLASTIC	PLASTIC	FHP	FHP	120	1	E.C.	NON-FUSED	WALL SWITCH BY E.C.	1

NOTES:
1. PROVIDE WITH 6" ROUND DUCT CONNECTIONS FOR THE INLET AND DISCHARGE. PROVIDE TRANSITION AS REQUIRED TO SIZES ON PLAN.

DUCTWORK APPLICATION SCHEDULE								
AIR HANDLING SYSTEM	EQUIPMENT SERVICE	AIRSTREAM	DUCTWORK LOCATION (ALL DUCT CONCEALED UNLESS NOTED OTHERWISE)	SYSTEM TYPE (CONSTANT VOLUME OR VAV OR BOTH)	SEAL CLASS (NOTE 1)	DUCTWORK MATERIAL	DUCT SHAPE	NOTES
GENERAL EXHAUST	EF-1	EXHAUST AIR	EXHAUST AIR FAN INLET AND DISCHARGE	CONSTANT VOLUME	-	CPVC PIPING	ROUND	
			EXHAUST AIR LOUVER PLENUM	CONSTANT VOLUME	C	316 STAINLESS STEEL	RECT	

NOTES:
1. DUCT SEAL CLASS TO BE BASED ON PRESSURE CLASS AS NOTED BELOW:
CLASS A: -10"W.C. THRU -4" W.C.
CLASS B: -3" W.C.
CLASS C: -2" W.C. THRU +2" W.C.
CLASS B: +3" W.C.
CLASS A: +4" W.C. THRU +10" W.C.

VENTILATION REQUIREMENTS:

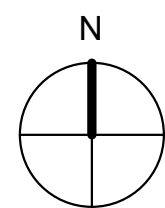
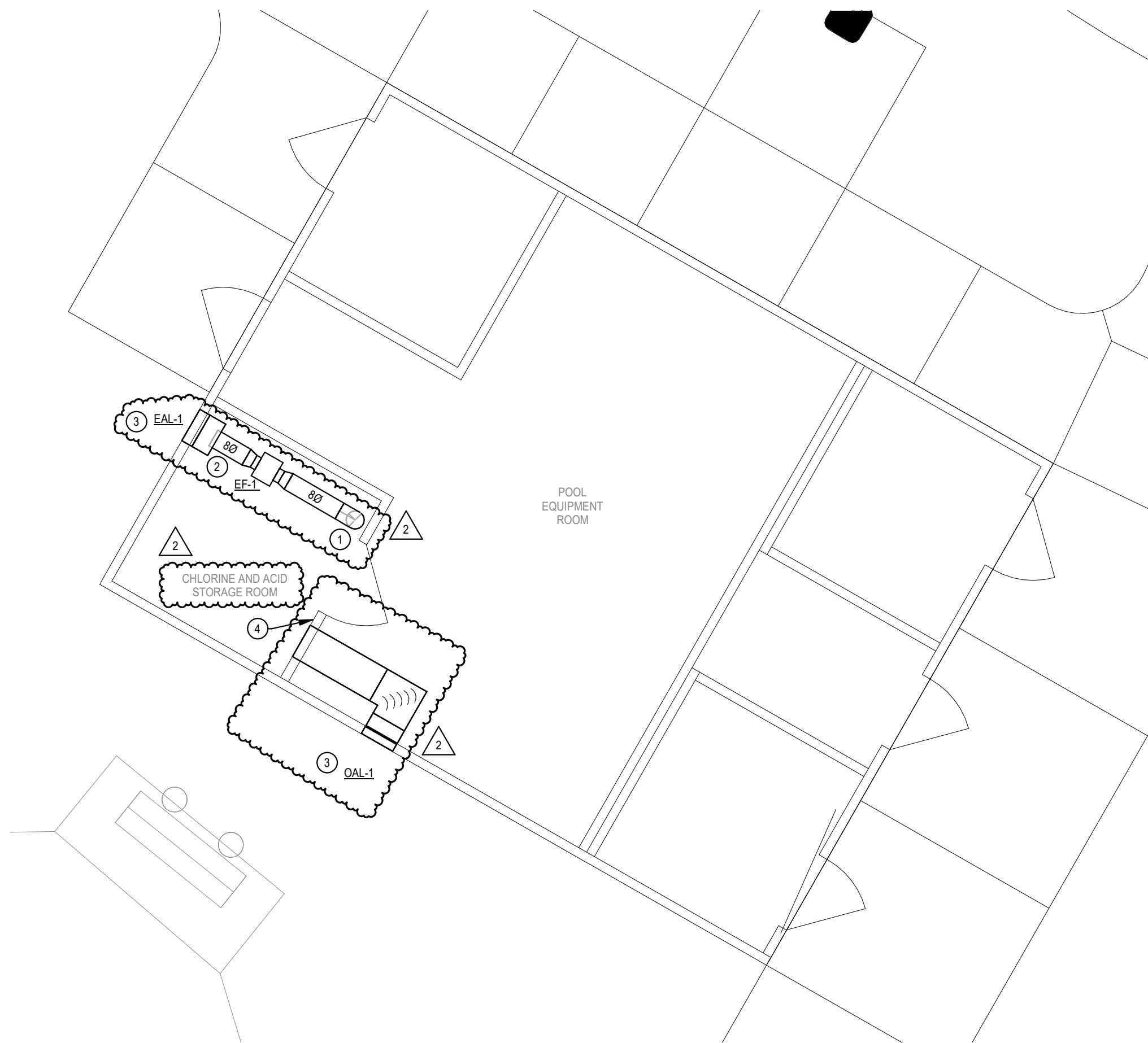
IOWA ADMINISTRATIVE CODE: CHAPTER 15 SWIMMING POOLS AND SPAS

ROOM VOLUME: 7'-5" x 7'-6" x 8'-0" = 450 CU. FT.
AIR CHANGES PER HOUR: 15
MINIMUM REQUIRED EXHAUST AIRFLOW: 113 CFM
DESIGNED EXHAUST AIRFLOW: 200 CFM.

KEYNOTES:

- 8" CPVC INLET WITHIN 8" OF FLOOR.
- TAP CPVC INLET INTO STAINLESS STEEL SHEET METAL LOUVER PLENUM. SEAL CONNECTION TIGHT.
- INSTALL BOTTOM OF LOUVER AT APPROXIMATELY 6'-0" ABOVE FINISHED FLOOR. COORDINATE ELEVATION WITH CMU BLOCK COURSES. FINAL LOUVER ELEVATION TO BE DETERMINED BY BOLTON AND MENK AND HUFFCUT BUILDING SUPPLIER.

INSTALL EXHAUST FAN SWITCH OUTSIDE OF THE CHLORINE AND ACID STORAGE ROOM. LABEL SWITCH PLATE TO READ "CHLORINE EXHAUST FAN"



1 MECHANICAL PLAN
1/4" = 1'-0"

	I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.	
	Signature	Date
	Jacob Schaefer	
	License number 25349	
	My license renewal date is December 31, 2026.	

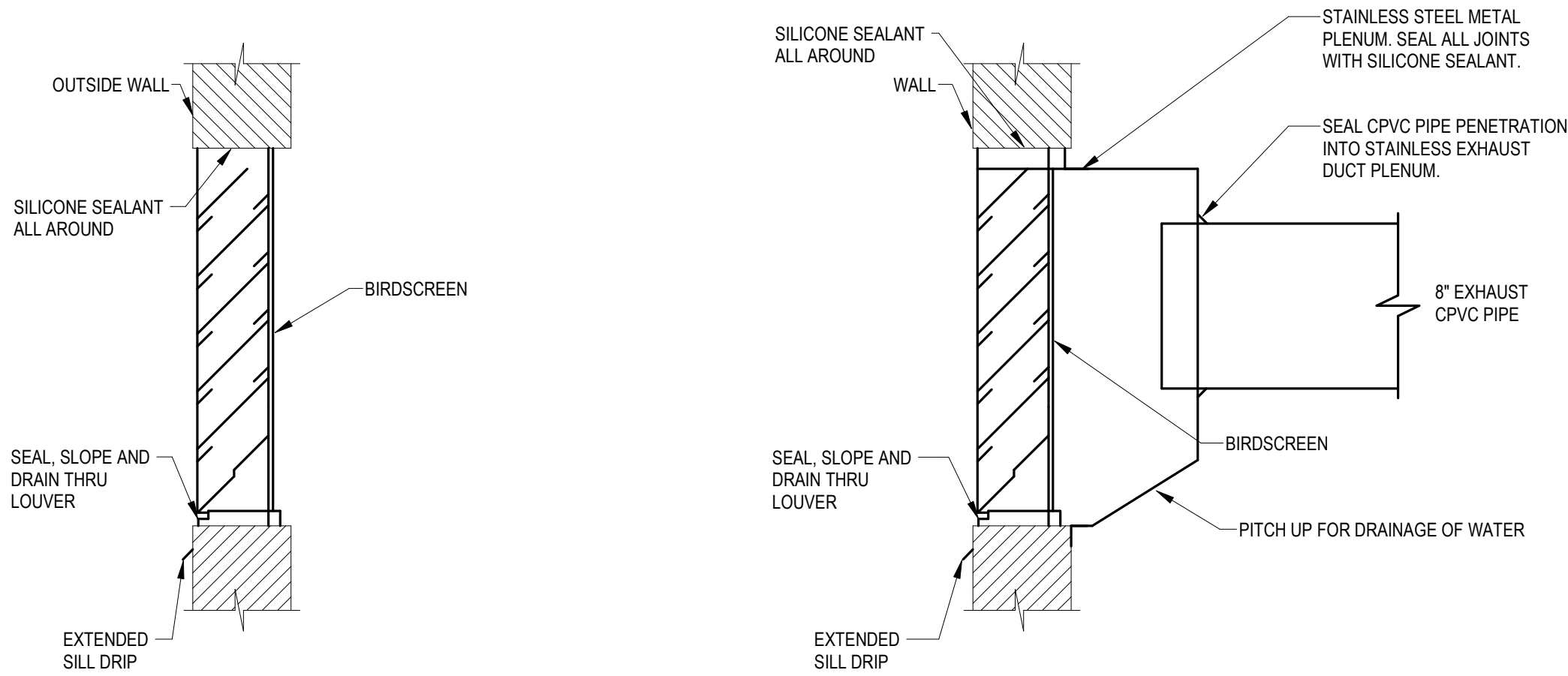
Pages or sheets covered by this seal: _____

5518 NW 88th Street
Johnston, IA 50131
515-727-0700
www.bluestonemep.com/
Project #: 124-012

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PLAN REVISION NOTIFICATION

Project Information		
Project: Water Plaza at Mega-10 Park	Project No.: 0T6.128279	Plan Revision No.:5
To: Edge Commercial		Date:6/18/2025
List of affected documents (title, revision): P.05 – Mechanical Plan – Plan Revision 5		
☐ Engineering "hold" placed on construction activities in area defined herein pending receipt of approved Change Order ☒ Released for construction on basis of modification(s) prescribed by this PRN		
Description of Change: P.05 – Mechanical Plan RELOCATE Outside Air Louver (OAL-1) to new location. Refer to the reissued sheet for additional information. RELOCATE all connecting ductwork to outside air louver (OAL-1) previously required in prior location. Refer to the reissued sheet for additional information.		
Exhibits attached: ☐ No ☒ Yes—If yes, check applicable box(es): ☒ Revised plan drawing(s): Sheets P.05 ☐ New Sheet(s): ☐ Project files (Location):		
Comments: Remove the originally issued plan sheet and replace with attached Revision 5 plan sheets. The originally issued plan sheet as listed is no longer applicable. It is the prime contractor's responsibility to communicate this plan revision to all subcontractors and ensure their plan sets are updated.		
Originator: Brianna Hanke		Date: 6/18/2025
Distribution (Check as applicable and fill in name) Note: Personnel indicated with an asterisk [*] are to perform a QA review and inform originator of any comment, or approve and sign, as applicable, by the following date: N/A If the project engineer and project manager are the same individual, mark N/A on project engineer line.		
Project manager: Nate Weitzl	Project engineer: Greg Broussard	
Discipline lead: Brianna Hanke	Field representative: Brianna Hanke	
Discipline engineer/designee (signature) 	Date: 6/23/2025	
Project engineer/designee (signature)	Date:	
Project manager (after acceptance of all reviews) (signature)	Date:	



3 OUTSIDE AIR LOUVER
N.T.S.

2 EXHAUST AIR LOUVER - DUCTED
N.T.S.

LOUVER SCHEDULE										
MARK	MANUFACTURER	MODEL	AIRFLOW (CFM)	SIZE (INCHES)			FREE AREA (FT ²)	FREE AREA VEL. (FPM)	MAX. S.P. (IN. W.C.)	FINISH
				W	x	H				
EAL-1	GREENHECK	ESD-435	200	16	x	16	0.6	324	0.05	EPOXY COATED
OAL-1	GREENHECK	ESD-435	200	16	x	16	0.6	324	0.05	EPOXY COATED

FAN SCHEDULE																		
MARK	MANUFACTURER	MODEL	TYPE	AIRFLOW (CFM)	S.P. (IN. W.C.)	MAX FAN RPM	DRIVE	WHEEL DIA. (INCHES)	FAN CONSTRUCTION		ELECTRICAL (FAN)						CONTROL TYPE	NOTES
									HOUSING (STEEL OR ALUM)	WHEEL (STEEL OR ALUM)	BHP	MHP	VOLT	PH	DISCONNECT			
															BY	TYPE		
EF-1	FANTECH	FR160	INLINE FAN	200	0.5	2293	DIRECT	6	PLASTIC	PLASTIC	FHP	FHP	120	1	E.C.	NON-FUSED	WALL SWITCH BY E.C.	1

NOTES:
1. PROVIDE WITH 6" ROUND DUCT CONNECTIONS FOR THE INLET AND DISCHARGE. PROVIDE TRANSITION AS REQUIRED TO SIZES ON PLAN.

DUCTWORK APPLICATION SCHEDULE									
AIR HANDLING SYSTEM	EQUIPMENT SERVICE	AIRSTREAM	DUCTWORK LOCATION (ALL DUCT CONCEALED UNLESS NOTED OTHERWISE)		SYSTEM TYPE (CONSTANT VOLUME OR VAV OR BOTH)	SEAL CLASE (NOTE 1)	DUCTWORK MATERIAL	DUCT SHAPE	NOTES
								ROUND / RECT / FLAT OVAL	
GENERAL EXHAUST	EF-1	EXHAUST AIR	EXHAUST AIR FAN INLET AND DISCHARGE		CONSTANT VOLUME	-	CPVC PIPING	ROUND	
			EXHAUST AIR LOUVER PLENUM		CONSTANT VOLUME	C	316 STAINLESS STEEL	RECT	

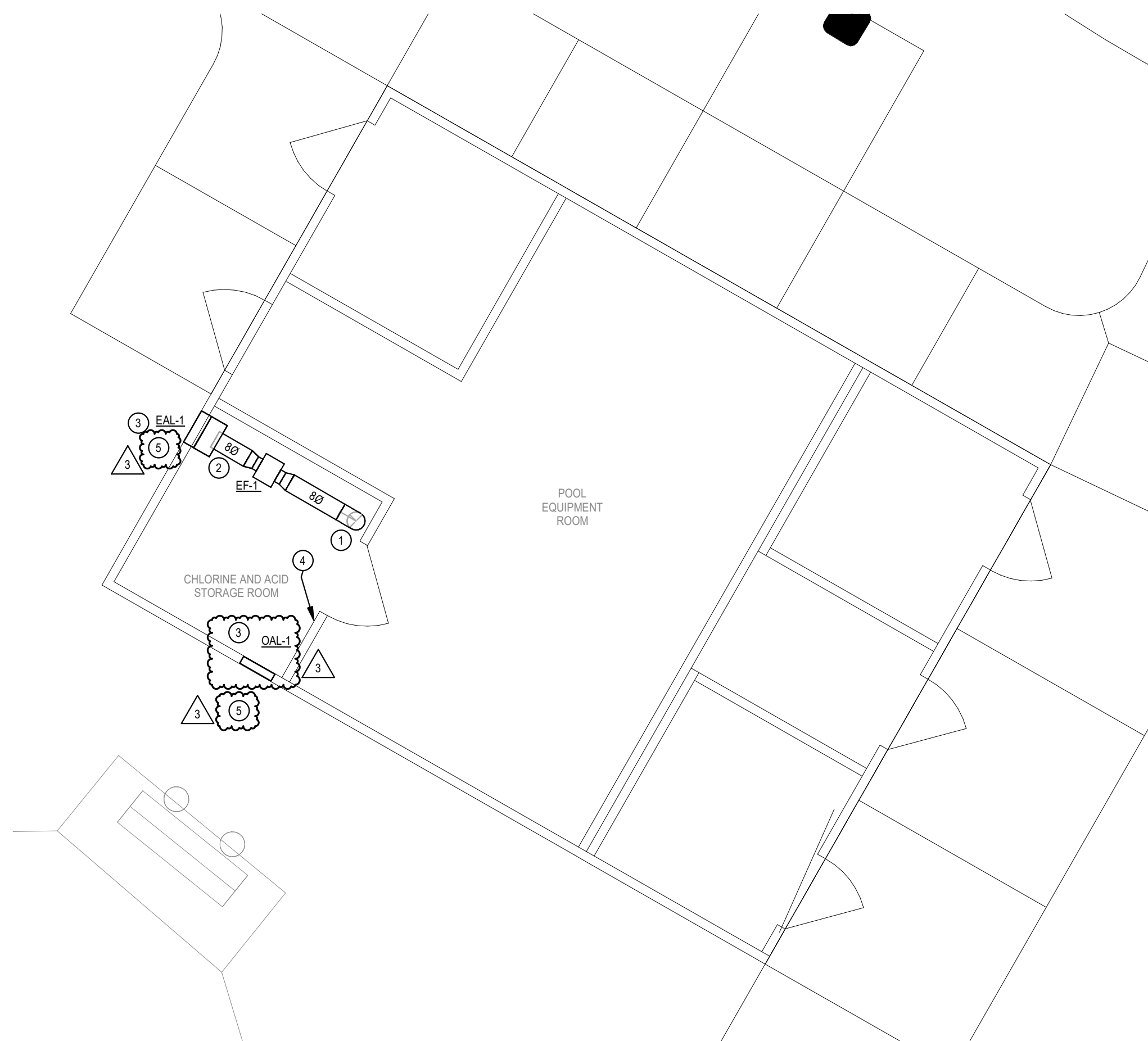
NOTES:
1. DUCT SEAL CLASS TO BE BASED ON PRESSURE CLASS AS NOTED BELOW:
CLASS A: -10"W.C. THRU -4" W.C.
CLASS B: -3" W.C.
CLASS C: -2" W.C. THRU +2"W.C.
CLASS B: -3" W.C.
CLASS A: -4"W.C. THRU +10" W.C.

VENTILATION REQUIREMENTS:

IOWA ADMINISTRATIVE CODE: CHAPTER 15 SWIMMING POOLS AND SPAS
ROOM VOLUME: 7'-6" x 7'-6" x 8'-0" = 450 CU. FT.
AIR CHANGES PER HOUR: 15
MINIMUM REQUIRED EXHAUST AIRFLOW: 113 CFM
DESIGNED EXHAUST AIRFLOW: 200 CFM.

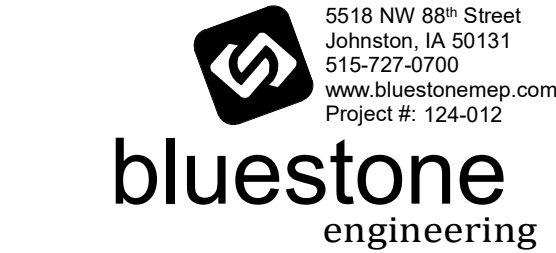
KEYNOTES:

- 8" CPVC INLET WITHIN 8" OF FLOOR.
- TAP CPVC INLET INTO STAINLESS STEEL SHEET METAL LOUVER PLENUM. SEAL CONNECTION TIGHT.
- INSTALL BOTTOM OF LOUVER AT APPROXIMATELY 6'-0" ABOVE FINISHED FLOOR. COORDINATE ELEVATION WITH CMU BLOCK COURSES. FINAL LOUVER ELEVATION TO BE DETERMINED BY BOLTON AND MENK AND HUFFCUT BUILDING SUPPLIER.
- INSTALL EXHAUST FAN SWITCH OUTSIDE OF THE CHLORINE AND ACID STORAGE ROOM. LABEL SWITCH PLATE TO READ "CHLORINE EXHAUST FAN".
- MAINTAIN A MINIMUM OF 10" BETWEEN OUTSIDE AIR AND EXHAUST LOUVERS.



1 MECHANICAL PLAN
1/4" = 1'-0"

	I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.	
	Signature	Date
	Jacob Schaefer	
	License number: 25349	
	My license renewal date is December 31, 2026.	



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DESIGNED	REV	DESCRIPTION	DATE
JRS	1	PLAN REVISION 3	MAY 21, 2025
JRS	2	PLAN REVISION 4	JUNE 13, 2025
MSM	3	PLAN REVISION 5	JUNE 17, 2025
BMI PROJ. NO. 076.128279			

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

SHEET
P.05



**MARSHALLTOWN
MORE THAN EVER**

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

To: Mayor and City Council
From: Heather Thomas, Public Works Director
Meeting Date: July 14, 2025
Re: Resolution Declaring Certain Property, Being Assets #3257, #3259, #3305, #3319, And #6547, Surplus Property and Authorizing Sale and Disposal Thereof from The Street Division of the Public Works Department

Strategic Plan Objective:

None of the Top or High Priority Goals identified in the 2025 Strategic Plan are related to this item.

Recommended:

Recommend authorizing this used equipment be declared surplus.

Budget Impact:

We propose that the sale proceeds of these assets be deposited into the Fund that originally funded the purchase, the Road Use Tax Fund (Fund 110).

Description/Background:

The public works department has reviewed our equipment and assets to develop a list of equipment/vehicles that are no longer in use/needed in our operations. Some of this equipment is at the end of their safe/useful life. Continuing to hold onto the equipment takes valuable space in our storage areas and also continues to be listed on our insurance policy.

Our plan for disposal is to utilize Gov Deals to auction of the equipment. We recently found more success in utilizing Gov Deals in lieu of trading in many of our assets. However, city staff still research what we believe the value is of the asset and set a reasonable reserve price so we are not giving away something of significant more value than what is being offered. If the initial GovDeals auction is not successful, we re-evaluate and consider re-listing on GovDeals or if there are opportunities to trade in equipment or to sell outright.

The following items are pieces of equipment that we have held on to related to when the city used recycled asphalt to put down an oil-mix product. Staffing levels within the street division were substantially higher when this work was performed in-house. Asphalt and seal coat products are now more standardized than an oil-mix recycled product. We have two oil-mix

street areas remaining, Highland Acres Road and E Church St (east of 18th Ave) that I'm aware of. Both are in planning stages of replacement or significant work. This equipment is now outdated and some of it, obsolete to the point where new equipment would be needed to attempt to do a similar task. For those reasons, the street division has determined it is time to declare these surplus and recapture the space and any remaining value.

- Asset #3319 Humpback trailer pump (previously used for transferring oil from a semi-tanker to a slide-in oil distributor). This was purchased for \$7,884.49 in 1994.
- Asset #3259 Galion steel drum roller. This was purchased for \$18,000 in 1970.
- Asset #3305 1989 Leeboy 1000T asphalt paver. This was purchased for \$34,052 in 1989.
- Asset #3257 1982 International Seaman Travel Mixer. This was purchased for \$66,969 in 1982.

We would also like to declare surplus Asset #6547, a Polaris Ranger Utility Vehicle 4x4 that was purchased in 2007 for \$9,208.87.

Attachments:

1. Resolution Declaring Property Surplus

RESOLUTION DECLARING CERTAIN PROPERTY, BEING ASSETS #3257, #3259, #3305, #3319, AND #6547, SURPLUS PROPERTY AND AUTHORIZING SALE AND DISPOSAL THEREOF FROM THE STREET DIVISION OF THE PUBLIC WORKS DEPARTMENT

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

WHEREAS, the City of Marshalltown is the sole owner of the property listed in Section 1, which is to be declared surplus property; and

WHEREAS, the surplus property should be sold and disposed of; and

WHEREAS, the disposal of excess property is in the best interests of the City of Marshalltown.

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

Section 1. The property listed below is hereby declared as surplus property and shall be sold and disposed of:

<u>Asset</u>	<u>Description</u>
#3319	Humpback Trailer Pump (1994 Purchase)
#3259	Galion Steel Drum Roller (1970-1977 Purchase)
#3305	1989 Leeboy 1000T Asphalt Paver
#3257	1982 International Seaman Travel Mixer

Passed this 14th day of July 2025, and signed this _____ day of July 2025.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, CMC, City Clerk



**MARSHALLTOWN
MORE THAN EVER**

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

To: Mayor and City Council
From: Heather Thomas, Public Works Director
Meeting Date: July 14, 2025
Re: Resolution Authorizing the Purchase of a 2025 Chevrolet Silverado 1500 4wd Crew Cab Truck for the Price of \$45,944.60 from Karl Chevrolet, Inc for use in the Street Division of the Public Works Department and Declaring Asset #7157, a 2020 Chevrolet Silverado 1500 Truck, Surplus for Disposal Thereof

Strategic Plan Objective:

No objective covers equipment used to maintain city facilities; however, maintaining equipment in good operating conditions is required to be able to perform job duties.

Recommended:

Recommend authorizing purchase.

Budget Impact:

This was not a budgeted expense and a budget and CIP amendment will be needed. There are sufficient funds in the Road Use Tax Fund 110 to cover this purchase. This truck was declared totaled by ICAP with an anticipated insurance claim payment to the city of \$27,362. Using the state procurement DAS bid, Karl Automotive Group holds the state bid with a new replacement truck costing \$45,944.60.

Description/Background:

A truck within our street division that is primarily used by the Street Division Superintendent was involved in an accident where the other driver was at fault and cited. ICAP declared the truck totaled and the city will receive an insurance payment of \$27,362. The truck was originally purchased in 2020 at a cost of \$21,056.02.

City staff worked with Karl Chevrolet, Inc, who holds the state bid for ½ Ton Crew Chevrolet Trucks to identify a replacement truck that they have in stock at state bid price. It was determined that finding an in stock one was preferred than ordering new due to the lead times. This truck will be white and not continue the blue Street Division color scheme.

We are recommending approving the purchase of the attached truck.

We are recommending to declare surplus our existing 2020 Chevy 1500 Truck (ASSET 7157); it will be removed by the insurance claims adjuster. Funds will be returned to Road Use Tax Fund (Fund 110) to help offset this purchase.

Attachments:

1. Resolution Approving Purchase of Street Truck
2. Karl - Truck Purchase

**RESOLUTION APPROVING PURCHASE OF A 2025 CHEVROLET SILVERADO 1500
4WD CREW CAB TRUCK FOR THE PRICE OF \$45,944.60 FROM KARL
CHEVROLET INC FOR USE IN THE STREET DIVISION OF THE PUBLIC WORKS
DEPARTMENT AND DECLARING ASSET 7157, A 2020 CHEVROLET SILVERADO
1500 TRUCK SURPLUS FOR DISPOSAL THEREOF**

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

WHEREAS, the City of Marshalltown, Iowa desires to procure a ½ Ton Truck to be utilized by the Street Division; and

WHEREAS, the City obtained a quote utilizing the DAS state bid from Karl Chevrolet for a purchase price of \$45,944.60; and

WHEREAS, the City of Marshalltown is the sole owner of the property listed in Section 3, which ICAP has declared totaled and is to be declared surplus property; and

WHEREAS, acceptance of this quote and the disposal of totaled property is in the best interests of the City of Marshalltown.

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

Section 1. That the City of Marshalltown accepts the quote from Karl Chevrolet, Inc for the purchase of a 2025 Chevrolet Silverado 1500 4wd Crew Cab Truck in the amount of \$45,944.60, to be used by the Street Division.

Section 2. The Public Works Director of the City of Marshalltown is hereby authorized to enter into agreements on behalf of the City of Marshalltown to purchase said equipment at the above referenced price and conditions.

Section 3. The property listed below is hereby declared as surplus property and shall be disposed

of:	<u>Asset</u>	<u>Description</u>
	#7157	2020 Chevrolet Silverado 1500 Truck

Passed this 14th day of July 2025, and signed this _____ day of July 2025.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, CMC, City Clerk



Deal Date: _____

Reference deal #: _____

Accounts Payable Information (the person who will pay the invoice):

RICK LEGG

Name: ~~RLEGG@MARSHALLTOWN-IA.GOV~~ _____

Email: _____

Direct Phone #: _____

Agency Name: _____

Billing Address: _____

GOVERNMENT AGENICES ARE ALLOWED 30 DAYS FROM THE DATE OF SIGNING FOR BALANCE TO BE PAID IN FULL. THERE WILL BE \$10.00 PER CALENDAR DAY AFTER 30 DAYS ASSESSED TO THE ACCOUNT UNTIL PAYMENT RECEIVED IN FULL BY KARL CHEVROLET. THIS POLICY WILL BE ENFORCED REGARDLESS OF UPFIT OR ACCESSORIES BEING COMPLETED ON VEHICLE.

BY SIGNING BELOW YOU ACCEPT THESE TERMS.

CUSTOMER SIGNATURE

DATE

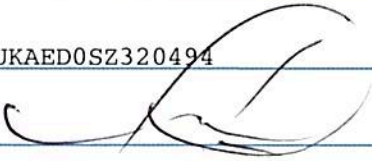
ODOMETER DISCLOSURE STATEMENT

Federal law and State law require that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

I, KARL CHEVROLET INC, state that the
TRANSFEROR'S (SELLER'S) NAME - PRINT

odometer now reads 12 (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked.

- ☐ (1) I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.
- ☐ (2) I hereby certify that the odometer reading is NOT the actual mileage. WARNING-ODOMETER DISCREPANCY.

VEHICLE	YEAR <u>2025</u>	MAKE <u>CHEVROLET TRUCK</u>		
	MODEL <u>SILVERADO 1500</u>	BODY TYPE <u>4WD CREW 147"</u>		
	VEHICLE IDENTIFICATION NUMBER <u>1GCUKAED0SZ320494</u>			
	TRANSFEROR'S (SELLER'S) SIGNATURE ☒ 			
SELLER	PRINTED NAME OF SIGNER <u>Tracy Hansen</u>			
	TRANSFEROR'S NAME <u>KARL CHEVROLET INC</u>			
	TRANSFEROR'S ADDRESS <u>1101 SE ORALABOR RD</u>			
	<u>STREET</u>			
	<u>ANKENY IA 50021</u>			
	<u>CITY</u>	<u>STATE</u>	<u>ZIP CODE</u>	
	DATE OF STATEMENT <u>06/26/2025</u>			
BUYER	TRANSFeree'S (BUYER'S) SIGNATURE ☒			
	PRINTED NAME OF SIGNER <u>RICK LEGG</u>			
	TRANSFeree'S NAME <u>CITY OF MARSHALLTOWN</u>			
	TRANSFeree'S ADDRESS <u>24 N CENTER ST</u>			
	<u>STREET</u>			
	<u>MARSHALLTOWN IA 50158-4911</u>			
	<u>CITY</u>	<u>STATE</u>	<u>ZIP CODE</u>	

APPLICATION FOR CERTIFICATE OF TITLE AND/OR REGISTRATION D/R number D41

Approved by Iowa Department of Transportation

Registration Month _____

(Dealer or Recycler Number)

Applying for: ☒ Regular Title ☐ Salvage Title

OWNER INFORMATION

Application is to be made to the County Treasurer designated by the owner below. If owner(s) is not in Iowa, then primary user shall be identified on Page 2 to establish Iowa residency.

Owner #1: CITY OF MARSHALLTOWN Iowa DL/ID or Social Security (SS) Number: _____
 First Name Middle Name Last Name (if individual)
 Birth Date: _____ Federal Employer Identification Number (FEIN): _____
 (Check one.) (if individual) (if organization)
 Bona fide Residence Address of Owner #1: 24 N CENTER ST MARSHALLTOWN MARSHALL IA 50158-4911
 Address City County State ZIP Code
 Mailing Address of Owner #1: 24 N CENTER ST MARSHALLTOWN MARSHALL IA 50158-4911
 Address City County State ZIP Code

Ownership Status: ☐ OR ☐ AND (Check one.)

Owner #2: _____ Iowa DL/ID or Social Security (SS) Number: _____
 First Name Middle Name Last Name (if individual)
 Birth Date: _____ Federal Employer Identification Number (FEIN): _____
 (if individual) (if organization)
 Bona fide Residence Address of Owner #2: _____
 Address City County State ZIP Code
 Mailing Address of Owner #2: _____
 Address City County State ZIP Code

- ☐ Check if there is a designated Primary User to establish Iowa residency and complete information on Page 2.
☐ Check if there are three owners and also complete Owner #3 information on Page 3.
☐ Check if title or registration/plates are to be mailed to any address other than the owner's address and provide address on Page 3.

VEHICLE INFORMATION

VIN: 1GCUKAED0SZ320494 Year: 2025 Make: CHEVROLET TR Model: SILVERADO 15 Type (car, truck, etc.): TRUCK
 Color: WHITE SUMMIT Fuel: GAS Cylinders: 8 Tonnage: _____ GVWR: 7100 Sq. footage: _____
 Iowa Plate to be transferred to vehicle - Plate Number: _____ Plate Type: _____ ☒ New Vehicle
 VIN of Traded Vehicle #1: _____ VIN of Traded Vehicle #2 (If any): _____ ☐ Used Vehicle
 Trailer Empty Weight (If applicable): ☐ Over 2,000 lbs. ☐ 2,000 lbs. or less List any additional trade-in vehicles on page 3 of this form.
 Purchase Date or Date Brought into State: 06/26/2025 Iowa title must be obtained within 30 days of purchase or move-in or penalties may apply.

SECURITY INTEREST INFORMATION

Security interest holders: ☒ None ☐ One ☐ Two ☐ Three. If more than one, provide information on page 3 of this form.

First Security Interest:	Address (Street, City, State, ZIP Code)
	FEIN, SS Number, or ☐ Electronic Lien and Title (ELT) Identifier:

☐ Check here if Security Interest was previously submitted to county as an "escrow lien."

PURCHASE PRICE

Purchase Price (Purchase Price less any trade.): \$ 45944.60

(Check only if applicable.)

- ☐ I claim exemption from payment of the fee for new registration. List exemption code: _____
☐ I claim a business trade exemption for my truck. (See Page 2.)

I/We certify under penalty of perjury that the foregoing is true and correct.*

x 06/26/2025
 Signature of Owner #1 Date
N/A N/A
 Signature of Owner #2 Date
N/A N/A
 Signature of Owner #3 Date
 By _____
 If firm, association, corporation, or attorney in fact

THE FOLLOWING FOR DEALER USE ONLY The vehicle dealer named below as "seller" does hereby certify that the vehicle described above was sold to the applicant for the following consideration that includes freight, manufacturer's tax, accessories, and other added equipment or services and represented to total delivered price to the purchaser, valued in money whether received money or otherwise.

Sale price..... 45944.60 Date registration applied for Card issued 06/26/2025
 Less trade-in..... \$ N/A If none, so state. _____
 Less charges exempt from fee for new registration..... \$ N/A Registration fee collected \$ N/A
 Less rebate applied to purchase price of the vehicle..... \$ N/A
 Equals fee for new registration price..... 45944.60

I/We certify under penalty of perjury that the foregoing is true and correct.

06/26/25 D41 KARL CHEVROLET INC
 Date Dealer Number Dealership Name
 Signature of Authorized Representative and Title

- ☐ I authorize this application to be submitted and processed through the Iowa electronic registration and title system.
☐ I authorize the application to be made to _____ County, which will issue the title and registration plates, if applicable. If this box is unchecked or the authorized county is not listed, the application shall be made to the county of residence for an owner or primary user.

***Important:** Be certain that dates and other information given are correct. Any person who uses a false or fictitious name, makes a false statement, or otherwise commits a fraud upon this application is punishable by prison sentence and possible fine. This application also constitutes an application for refund of excess credit, when applicable.

☐ Yes, I would like to make a voluntary contribution to the anatomical gift public awareness and transplantation fund in the amount of \$ _____



KARL AUTOMOTIVE GROUP

JACOB MADSEN | 5156453634 | J.MADSEN@KARLCHEVROLET.COM

Vehicle: [Retail] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck



KARL AUTO GROUP is proud to be your #1 Government Chevrolet Vehicle Dealer in Iowa for several years in a row. We are the only Government Dealer in Iowa to provide you a full time staff dedicated solely to government entities and their needs. We can assist you with all of your vehicle needs to include "turn-key" solutions and custom upfitting, saving you time and money with our own Karl Emergency Vehicles. Thank you for the opportunity to earn your business.

* white truck - Street Dept. Legg

271 package
comes with upgraded tires



KARL AUTOMOTIVE GROUP

JACOB MADSEN | 5156453634 | J.MADSEN@KARLCHEVROLET.COM

Table of Contents

- Price Summary
- Quote Worksheet
- Window Sticker
- Technical Specifications
- Standard Equipment
- Selected Model and Options
- Optional Equipment

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Data Version: 25745. Data Updated: Jun 17, 2025 6:48:00 PM PDT.



KARL AUTOMOTIVE GROUP

JACOB MADSEN | 5156453634 | J.MADSEN@KARLCHEVROLET.COM

Vehicle: [Retail] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (Complete)

Price Summary

PRICE SUMMARY			
		Invoice	Invoice
Base Price		\$44,206.00	\$44,206.00
Total Options		\$3,953.95	\$3,953.95
Vehicle Subtotal		\$48,159.95	\$48,159.95
Dealer Advertising Adjustment		\$0.00	\$0.00
Destination Charge		\$2,195.00	\$2,195.00
Grand Total		\$50,354.95	\$50,354.95

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KARL AUTOMOTIVE GROUP

JACOB MADSEN | 5156453634 | J.MADSEN@KARLCHEVROLET.COM

Vehicle: [Retail] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (Complete)

Quote Worksheet

	MSRP
Base Price	\$46,000.00
Dest Charge	\$2,195.00
Total Options	\$4,345.00
Subtotal	\$52,540.00
GOV DISCOUNT	(\$3,400.00)
Subtotal Pre-Tax Adjustments	(\$3,400.00)
Less Customer Discount	(\$3,195.40)
Subtotal Discount	(\$3,195.40)
Trade-In	\$0.00
Excluded from Sales Tax	Subtotal Trade-In \$0.00
Taxable Price	\$45,944.60
Sales Tax	\$0.00
Subtotal Taxes	\$0.00
Subtotal Post-Tax Adjustments	\$0.00
Total Sales Price	\$45,944.60

Dealer Signature / Date

Customer Signature / Date

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JACOB MADSEN | 5156453634 | J.MADSEN@KARLCHEVROLET.COM

Vehicle: [Retail] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (Complete)

Window Sticker

SUMMARY

[Retail] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck

MSRP:\$46,000.00

Interior:Jet Black, Cloth seat trim

Exterior 1:Summit White

Exterior 2:No color has been selected.

Engine, 5.3L EcoTec3 V8

Transmission, 10-speed automatic, electronically controlled

OPTIONS

CODE	MODEL	MSRP
CK10543	[Retail] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck	\$46,000.00
OPTIONS		
1WT	Work Truck Preferred Equipment Group	\$0.00
AKO	Glass, deep-tinted	Inc.
AZ3	Seats, front 40/20/40 split-bench	\$0.00
C49	Defogger, rear-window electric	Inc.
C5Y	GVWR, 7100 lbs. (3221 kg)	Inc.
CTT	Hitch Guidance	Inc.
DLF	Mirrors, outside heated power-adjustable	Inc.
FE9	Emissions, Federal requirements	\$0.00
G80	Auto-locking rear differential	Inc.
GAZ	Summit White	\$0.00
GU5	Rear axle, 3.23 ratio	Inc.
H1T	Jet Black, Cloth seat trim	\$0.00
IOR	Audio system, Chevrolet Infotainment 3 system	\$0.00
JHD	Hill Descent Control	Inc.
K47	Air filter, heavy-duty	Inc.
KC4	Cooling, external engine oil cooler	Inc.
KNP	Cooling, auxiliary external transmission oil cooler	Inc.

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KARL AUTOMOTIVE GROUP

JACOB MADSEN | 5156453634 | J.MADSEN@KARLCHEVROLET.COM

Vehicle: [Retail] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (✔ Complete)

KW7	Alternator, 170 amps		\$0.00
L84	Engine, 5.3L EcoTec3 V8		\$1,595.00
MHT	Transmission, 10-speed automatic, electronically controlled	Inc.	
NQH	Transfer case, two-speed	Inc.	
NZZ	Skid Plates	Inc.	
PCV	WT Convenience Package	Inc.	
PEB	WT Value Package		\$960.00
R3O	Tires, LT275/65R18C blackwall Goodyear Wrangler Territory MT		\$495.00
RCV	Wheels, 18" x 8.5" (45.7 cm x 21.6 cm) Bright Silver painted aluminum		\$650.00
V46	Bumper, front chrome		\$200.00
VJH	Bumper, rear chrome		\$0.00
VK3	License plate kit, front		\$0.00
XCQ	Tire, spare 265/70R17SL all-season, blackwall	Inc.	
Z71	Z71 Off-Road Package		\$945.00
Z82	Trailer Package	Inc.	
—	Option/package discount		(\$500.00)
SUBTOTAL			\$50,345.00
Adjustments Total			\$0.00
Destination Charge			\$2,195.00
TOTAL PRICE			\$52,540.00

FUEL ECONOMY

Est City:15 MPG
Est Highway:18 MPG
Est Highway Cruising Range:432.00 mi

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KARL AUTOMOTIVE GROUP

JACOB MADSEN | 5156453634 | J.MADSEN@KARLCHEVROLET.COM

Vehicle: [Retail] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (Complete)

Technical Specifications

Powertrain

Transmission

Drivetrain	Four Wheel Drive	Trans Order Code	MHT
Trans Type	10	Trans Description Cont.	Automatic
Trans Description Cont. Again	N/A	First Gear Ratio (:1)	4.70
Second Gear Ratio (:1)	2.99	Third Gear Ratio (:1)	2.15
Fourth Gear Ratio (:1)	1.77	Fifth Gear Ratio (:1)	1.52
Sixth Gear Ratio (:1)	1.28	Reverse Ratio (:1)	4.87
Clutch Size	N/A	Trans Power Take Off	N/A
Final Drive Axle Ratio (:1)	N/A	Transfer Case Model	N/A
Transfer Case Gear Ratio (:1), High	N/A	Transfer Case Gear Ratio (:1), Low	N/A
Transfer Case Power Take Off	N/A	Seventh Gear Ratio (:1)	1.00
Eighth Gear Ratio (:1)	0.85	Ninth Gear Ratio (:1)	0.69
Tenth Gear Ratio (:1)	0.64		

Mileage

EPA Fuel Economy Est - Hwy	18 MPG	Cruising Range - City	360.00 mi
EPA Fuel Economy Est - City	15 MPG	Fuel Economy Est-Combined	16 MPG
Cruising Range - Hwy	432.00 mi	Estimated Battery Range	N/A

Engine

Engine Order Code	L84	Engine Type	Gas V8
Displacement	5.3L/325	Fuel System	Direct Injection
SAE Net Horsepower @ RPM	355 @ 5600	SAE Net Torque @ RPM	383 @ 4100
Engine Oil Cooler	N/A		

Electrical

Cold Cranking Amps @ 0° F (Primary)	730	Cold Cranking Amps @ 0° F (2nd)	N/A
Cold Cranking Amps @ 0° F (3rd)	N/A	Maximum Alternator Capacity (amps)	170

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SALESMAN GOVERNMENT DEAL		DATE 06/26/2025				
BUYER FIRST MI. LAST		CO-BUYER FIRST MI. LAST				
CITY OF MARSHALLTOWN		(H) (641) 754-5750				
STREET ADDRESS 24 N CENTER ST		(C)				
CITY MARSHALLTOWN		(W) (641) 754-5701				
COUNTY MARSHALL		CUSTOMER # 173384				
STATE IA		ZIP CODE 50158-4911				
YEAR	NEW/USED	MAKE	MODEL	EXTERIOR COLOR	MILEAGE	STOCK NO.
2025	NEW	CHEVROLET TRUCK	SILVERADO 1500	WHITE SUMMI	12	32539
SERIAL NUMBER 1GCUKAE0SZ320494		CAR DEAL # 380884				
TOTAL VALUE PRICE		45944.60		Iowa law requires us to give you the following notice: You understand that liability insurance coverage which would protect you under the Iowa Motor Vehicle and Safety Responsibility Act IS NOT INCLUDED in your purchase of this motor vehicle. It is customer's responsibility to notify their insurance company of any changes. DOCUMENTARY FEE. A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO A BUYER FOR THE PREPARATION OF DOCUMENTS AND THE PERFORMANCE OF RELATED SERVICES. THE MAXIMUM AMOUNT THAT MAY BE CHARGED FOR A DOCUMENTARY FEE IS DETERMINED BY IOWA CODE SECTION 322.19A. THIS NOTICE IS REQUIRED BY LAW. The vehicle is not being purchased for export or resale and allows a refund from the customer of any GM moneys paid should that customer resell or export a GM vehicle without the dealer's knowledge. <u>Government Sales / Comm Fleet</u> We agree that: (1) transactions where multiple cars are purchased by a single purchaser and payment is delayed ("Bulk Deferred Transactions") are not ordinary course transactions; (2) the Dealership's lender, Ally Bank (along with its affiliates, ("Lender")), has not authorized the Dealership to sell or otherwise dispose of (and has not consented to the sale or other disposition of) vehicles in Bulk Deferred Transactions free of its security interest in the vehicles; (3) the purchase of vehicles in Bulk Deferred Transactions free of the security interest of Lender would violate the terms of the Dealership's financing documents with Lender and the rights of Lender would violate the terms of the Dealership's financing documents with Lender and the rights of Lender in the vehicles; (4) the Purchaser is not a "buyer in ordinary course of business" as defined in the Uniform Commercial Code; and (5) accordingly, the sale of vehicles by the Dealership to the Purchaser in Bulk Deferred Transactions will not extinguish Lender's security interest in the vehicles. Lender's security interest in a vehicle will automatically extinguish when payment is made for that vehicle. This provision may only be changed by written notice from Lender. You understand that this agreement (including the terms on the back) is an offer to purchase the vehicle described which will become a binding contract once the dealer has signed it. This document represents the complete agreement between you and the dealer regardless of any other oral, written or prior agreements or representations. However, if you are buying a used vehicle, the information you see on the window form for this vehicle is part of the contract and the information on the window form overrides any contrary provisions in this contract. By signing this contract, you are certifying that you are at least 18 years old (if there are two buyers, that at least one of you is 18 years old), that you have read this contract front and back, and agree to its terms, and that you have received a copy of it.		
INCLUDES:						
CASH SALE PRICE OF VEHICLE		\$ 45944.60				
USED VEHICLE ALLOWANCE TRADE 1		\$ N/A				
MAKE OF TRADE-IN						
YEAR MODEL						
SERIAL #						
USED VEHICLE ALLOWANCE TRADE 2		\$ N/A				
MAKE OF TRADE-IN						
YEAR MODEL						
SERIAL #						
USED VEHICLE ALLOWANCE TRADE 3		\$ N/A				
MAKE OF TRADE-IN						
YEAR MODEL						
SERIAL #						
MANUFACTURER'S REBATE		\$ N/A				
TRADE DIFFERENCE		\$ 45944.60				
BALANCE OWED ON TRADE-INS		\$ N/A				
STATE & LOCAL TAXES N/A		\$ N/A				
REGISTRATION FEE		\$ N/A				
TITLE FEE		\$ N/A				
TRANSFER FEE		\$ N/A				
NON-TAXABLE DOCUMENTATION FEE		\$ N/A				
TOTAL DELIVERED PRICE		\$ 45944.60				
CASH DEPOSIT		\$ N/A				
CASH ON DELIVERY		\$ N/A				
AMOUNT DUE		\$ 45944.60				
		Company CITY OF MARSHALLTOWN				
		X Buyer's Signature				
		X Buyer's Signature				
		Accepted By Dealer's Authorized Representative				



**MARSHALLTOWN
MORE THAN EVER**

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

To: Mayor and City Council
From: Heather Thomas, Public Works Director
Meeting Date: July 14, 2025
Re: Resolution Approving Purchase Of A 2026 Ironbull 102x22 Electric Tilt Skid Steer Trailer For The Price Of \$11,995 From D&S Midwest Trailers For Use In The Street Division Of The Public Works Department And Declaring Asset #6200, A 2004 12 Ton Backhoe Pro Flatbed Trailer And Asset #3345, A 1986 Wisconsin Tagalong Trailer, Surplus For Disposal Thereof

Strategic Plan Objective:

No objective covers equipment used to maintain city facilities; however, maintaining equipment in good operating conditions is required to be able to perform job duties.

Recommended:

Recommend authorizing purchase.

Budget Impact:

The \$11,995 purchase cost is anticipated to be funded by sale of surplus equipment. This resolution is declaring two trailers surplus, as well as several additional equipment pieces in a separate resolution this evening. It is anticipated that proceeds from sale of those equipment items will exceed the purchase price. We will amend the CIP and FY26 budget this winter to reflect this change.

Description/Background:

The city currently has a 2004 12 Ton Backhoe Pro Flatbed Trailer (Asset 6200) that the city purchased in 2004 for \$5,677.25. The trailer is used to transport one of our skid steer loaders. It's currently in need of 8 new tires. We replaced these same tires within the last 14 to 16 months due to the independent axles and smaller wheel size causing premature tire wear. With more demand for this trailer to transport loaders around town for different projects, we'd like to find a better long-term solution rather than purchasing new tires every construction season. We looked into replacing the independent axles with solid axles, springs and 8 new larger wheels and tires. The quote we received for upgrading our existing trailer was \$15,895.76 from Nationwide Trailers.

The city obtained the following quotes (attached) on replacing the existing trailer with a new

trailer:

\$11,995 2026 Ironbull 102x22 Electric Tilt Trailer from D&S Midwest Trailers (Des Moines, IA)

\$14,362 102x22 Power Tilt Bumper Pull Deckover Trailer from Lacaeyse Trailer Sales (Grinnell, IA)

\$14,595 102x22 Power Tilt Bumper Pull Deckover Trailer from I-80 Trailers (DeSoto, IA)

Due to costs, it is more effective to replace our trailer than retrofit our existing trailer. We are recommending accepting this low quote and purchasing this equipment from D&S Midwest Trailers.

We are recommending to declare surplus our existing 2004 12 Ton Backhoe Pro Flatbed Trailer (Asset 6200), so it may be disposed of. We will first attempt disposal through GovDeals. Funds will be returned to Road Use Tax Fund (Fund 110).

We are also recommending to declare surplus an existing trailer we have in storage that is no longer used, a 1986 Wisconsin Tagalong Trailer that was purchased new in 1986 for \$14,923. We will first attempt disposal through GovDeals. Funds will be returned to Road Use Tax Fund (Fund 110).

Attachments:

1. Resolution Approving Purchase of Skid Steer Trailer
2. Skid Steer Trailer Quotes

**RESOLUTION APPROVING PURCHASE OF A 2026 IRONBULL 102X22 ELECTRIC
TILT SKID STEER TRAILER FOR THE PRICE OF \$11,995 FROM D&S MIDWEST
TRAILERS FOR USE IN THE STREET DIVISION OF THE PUBLIC WORKS
DEPARTMENT AND DECLARING ASSET #6200, A 2004 12 TON BACKHOE PRO
FLATBED TRAILER AND ASSET #3345, A 1986 WISCONSIN TAGALONG TRAILER,
SURPLUS FOR DISPOSAL THEREOF**

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

WHEREAS, the City of Marshalltown, Iowa desires to procure a skid steer trailer to be utilized by the Street Division; and

WHEREAS, the City obtained quotes for several available models and is recommending D&S Midwest Trailers, who submitted a quote for a purchase price of \$11,995; and

WHEREAS, the City of Marshalltown is the sole owner of the property listed in Section 3, which is to be declared surplus property; and

WHEREAS, acceptance of this quote and the disposal of excess property is in the best interests of the City of Marshalltown.

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

Section 1. That the City of Marshalltown accepts the quote from D&S Midwest Trailers for the purchase of a 2026 Ironbull 102x22 Electric Tilt Skid Steer Trailer in the amount of \$11,995, to be used by the Street Division.

Section 2. The Public Works Director of the City of Marshalltown is hereby authorized to enter into agreements on behalf of the City of Marshalltown to purchase said equipment at the above referenced price and conditions.

Section 3. The property listed below is hereby declared as surplus property and shall be disposed

of:	<u>Asset</u>	<u>Description</u>
	#6200	2004 12 Ton Backhoe Pro Flatbed Trailer
	#3345	1986 Wisconsin Tagalong Trailer

Passed this 14th day of July 2025, and signed this _____ day of July 2025.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, CMC, City Clerk

D&S Midwest Trailers

Quote

5315 se 14th st
Des Moines IA 50320
Phone: 515-287-5197
Fax: 515-287-9793

dsmidwest@hotmail.com

Date:

21-May-25

City of Marshalltown
905 East Main
Marshalltown IA 50158

Description	Amount
Year 2026 Ironbull 102x22 electric tilt 2-8000lb axles 17.5 tire and wheels Hydraulic Jack	\$11,995.00

Other comments

Mars

Subtotal

Tax Rate

Tax

Other cost(s)

Total estimate

NOTE

Thank you for your business!

Customer Quote



Quote : DQT306493
Entry Date : 05/21/2025
Sales Rep : Josh Lacaeyse
Email : jlacaeyse86@gmail.com

Quote By

Lacaeyse Trailer Sales
4192 Hwy 146
Grinnell IA, USA 50112
F: 641-236-3168
P: 641-990-2674

Quote To

City of Marshalltown
gcom@marshalltown-ia.gov
P: 209-564-9764

Item	Model	Qty	Price
102x22 Power Tilt Bumper Pull Deckover Trailer, 17.6K	H10222PTHD-B-176	1	\$13,863.00

Standard Features

Frame : 10", 12 lb/ft I-Beam
Crossmembers : 3" Steel Channel
Tongue : 6" Steel Channel, Fully
Wrapped
Integrated Step(s) : Side Steps
Safety Chains : DOT Compliant
Tongue Jack : 12K Drop Leg, Set-Back
Bulkhead : Custom Formed
Dovetail : Reverse Taper Cut
Axle : (2) 8000 lb. Slipper Spring Brake

Hubs : Oil Bath
Wheels : 17.5", 8-Hole Steel
Mud Flaps : Yes
Exterior Finish : Industrial Grade Polymer
Finish
Decking : 2" Pressure Treated Pine
Tie Downs : 3/8" Steel Rub Rails
Tie Downs : Stake Pockets
Exterior Storage : Tongue Mounted
Lockable Battery and Pump Box

Exterior Storage : Spare Tire Carrier
Connector Plug : Round 7-pin Blade
Wiring : Sealed Wiring Harness
Exterior Lights : Full LED, DOT
Compliant
Hydraulic Components : Power-Up,
Power-Down (Dual Ram)
Hydraulic Components : 12 Volt
Hydraulic Pump
110V Electrical : Trickle Charger, 5 Amp
Warranty : Limited 3-Year Warranty

Selected Options

COLOR, BLACK	HUPGDO10124	1	\$0.00
	Surcharge		\$699.00
	Sub Total		\$14,562.00
	Tax (0.00%)		\$0.00
	Freight		\$0.00

Total Price	\$14,562.00
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- 200.00
\$ 14,362.00

Customer Quote



14 ELLEFSON DRIVE
DE SOTO, IOWA 50069
515-834-2040



Quote : DQT306562
Entry Date : 05/21/2025
Sales Rep : Todd Reed
Email : todd@i80trailers.com
Customer PO : City of Marshalltown

Quote By

I-80 Trailers
14 Ellefson Drive #86
De Soto IA, USA 50069
F:
P: (515) 834-2040

Quote To

Garrett Corn
City of Marshalltown
gcorn@marshalltown-ia.gov
P: 209-564-9764

Item	Model	Qty	Price
102x22 Power Tilt Bumper Pull Deckover Trailer, 17.6K	H10222PTHD-B-176	1	\$14,556.00

Standard Features

Frame : 10", 12 lb/ft I-Beam	Hubs : Oil Bath	Exterior Storage : Spare Tire Carrier
Crossmembers : 3" Steel Channel	Wheels : 17.5", 8-Hole Steel	Connector Plug : Round 7-pin Blade
Tongue : 6" Steel Channel, Fully Wrapped	Mud Flaps : Yes	Wiring : Sealed Wiring Harness
Integrated Step(s) : Side Steps	Exterior Finish : Industrial Grade Polymer Finish	Exterior Lights : Full LED, DOT Compliant
Safety Chains : DOT Compliant	Decking : 2" Pressure Treated Pine	Hydraulic Components : Power-Up, Power-Down (Dual Ram)
Tongue Jack : 12K Drop Leg, Set-Back	Tie Downs : 3/8" Steel Rub Rails	Hydraulic Components : 12 Volt Hydraulic Pump
Bulkhead : Custom Formed	Tie Downs : Stake Pockets	110V Electrical : Trickle Charger, 5 Amp
Dovetail : Reverse Taper Cut	Exterior Storage : Tongue Mounted Lockable Battery and Pump Box	Warranty : Limited 3-Year Warranty
Axle : (2) 8000 lb. Slipper Spring Brake		

Selected Options

COLOR, BLACK	HUPGDO10124	1	\$0.00
UPG - 15K HYD JACK PTHD	HUPGDO10183	1	\$1,167.00
	Surcharge		\$751.00
	Sub Total		\$16,474.00
	Discount		\$1,879.00
	Tax (0.00%)		\$0.00
	Freight		\$0.00

Total Price	\$14,595.00
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Thank you for your business!



**MARSHALLTOWN
MORE THAN EVER**

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: Kelsie Stafford, Director
Meeting Date: July 14, 2025
Re: Resolution Ordering Public Improvement for the 2020 Derecho CDBG-DR Tree Replanting Project, #PRK24-002, Setting Public Hearing on Proposed Plans, Specifications, Form of Contract and Opinion of Probable Cost and Directing Publication of Notice to Bidders

Strategic Plan Objective:

2023-2024 Strategy 2: Enhance Marshalltown's Public Image

Recommended:

City Staff recommend that City Council pass the Resolution Ordering Public Improvement for the 2020 Derecho CDBG-DR Tree Replanting Project.

Budget Impact:

The cost of improvements associated with the 2020 Derecho CDBG-DR Tree Replanting Project will be paid from the Iowa Economic Development Authority 2020 Derecho CDBG-DR Award.

Description/Background:

The City of Marshalltown experienced significant damage to the urban tree canopy as a result of the 2020 Derecho. In 2023, the City received an Iowa Economic Development Authority 2020 Derecho CDBG-DR Grant Award in the amount of \$200,000. City staff have been working in conjunction with Region 6 Resource Partners to develop the Scope of Work, Specifications, and associated documents for bid letting of this project, with work to begin in the Fall 2025. The qualified Contractor will furnish and install 200 trees for planting at designated locations throughout the City, with work to be completed by May 31, 2026.

A public hearing on the proposed plans, specifications, form of contract and opinion of probable cost will be scheduled for July 28, 2025 at 5:30 pm in the City Council Chambers. Sealed bids will be due on August 5, 2025 at 10:00 am and the council will award the bid at the August 11, 2025 meeting.

Attachments:

1. Resolution Order Improvement CDBG-DR Tree Project

2. PRK24002 - CDBG Tree Planting Opinion of Cost
3. PRK24002 - Bid Documents
4. PRK24002 - Notice of Hearing and Letting

**RESOLUTION ORDERING PUBLIC IMPROVEMENT FOR THE 2020 DERECHO
CDBG-DR TREE REPLANTING PROJECT, #PRK24-002, SETTING PUBLIC
HEARING ON PROPOSED PLANS, SPECIFICATIONS, FORM OF CONTRACT AND
OPINION OF PROBABLE COST AND DIRECTING PUBLICATION OF NOTICE TO
BIDDERS**

WHEREAS, there is now on file in the office of the City Clerk proposed plans, specifications, form of contract, and opinion of probable costs for the 2020 Derecho CDBG-DR Tree Replanting project, in the City of Marshalltown, Iowa, as is fully set forth in the plans and specifications for Project No PRK23-002; and

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

WHEREAS, it is intended that the cost of said improvement shall be paid from the Iowa Economic Development Authority 2020 Derecho CDBG-DR Award (20-DRI-023).

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

Section 1. This Council does hereby order the public improvement for the 2020 Derecho CDBG-DR Tree Replanting Project in the City of Marshalltown, Iowa, which public improvement is fully and particularly described in the plans and specifications for Project No. PRK23-002, now on file in the office of the City Clerk of Marshalltown, Iowa.

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

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

Section 4. That the said improvements shall be paid for from the Iowa Economic Development Authority 2020 Derecho CDBG-DR Award (20-DRI-023) and will be paid in accordance with the Notice to Bidders duly published in connection therewith. The Finance Director shall establish on the books a 2020 Derecho CDBG-DR Tree Replanting Project fund and the grant proceeds or such funds of the City as may be legally used for such purposes are hereby appropriated to pay all costs of the improvements including legal publication, bond, design, engineering, survey and inspection, contract and contingency cost as estimated by the Engineer. The Finance Director is directed to advance all sums necessary from the project fund, and to set up on the books the obligations and receivables of the fund.

Section 5. The City Clerk is hereby directed to publish notice of hearing on plans, specifications, and form of contract and opinion of probable cost in the manner provided by law for the public improvement outlined herein and that any person interested therein may appear and make objections thereto, if any he has. This Council will meet in the Council Chamber, Second Floor, 10 West State Street at Marshalltown, Iowa, at 5:30 P.M., local time on July 28, 2025, for the purpose of hearing all of said objections so made and for taking final action upon the plans, specifications, and form of contract now on file.

Section 6. Staff is further directed to advertise for bids in the manner provided by law for the construction of said improvements, setting forth in said notice such necessary pertinent information as will advise prospective bidders thereof together with the proposed manner of payment of the work to be constructed and that such bids be filed and received in the office of the City Clerk of Marshalltown, Iowa, up to 10:00 A.M., local time, on August 5, 2025. The bids will be opened, read, and tabulated by the Parks and Recreation Director or their designate at that time and will be acted upon by the City Council of said City at a meeting to be held in the Council Chambers, Second Floor, 10 West State Street, Marshalltown, Iowa, at 5:30 P.M., local time, on August 11, 2025, or at such later time and place as may then be fixed for considering such bids as shall be filed in connection with the improvement herein ordered and in compliance with the notice of taking bids therein, hereby ordered to be published.

Passed this 14th day of July 2025, and signed this _____ day of July 2025.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, CMC, City Clerk

PRK24002 CDBG-Disaster Recovery Tree Planting Project

		Opinion of Cost					
Tree Qty	Tree Name	Genus/Species	Wholesale	Doubled	Protection/Install	Total / tree	Ext. Total
3	Sweetgum Rotundaloba	Liquidamber styraciflua	\$235.00		\$470.00	\$350.00	\$820.00
15	Riverbirch	Betula nigra	\$185.00		\$370.00	\$350.00	\$720.00
10	Hackberry	Celtis occidentalis	\$190.00		\$380.00	\$350.00	\$730.00
2	Pagoda Dogwood	Cornus alternifolia	\$190.00		\$380.00	\$350.00	\$730.00
9	Skyward Bald Cypress	Taxodium distichum 'Skyward'	\$215.00		\$430.00	\$350.00	\$780.00
10	Redbud	Cercis canadensis	\$175.00		\$350.00	\$350.00	\$700.00
10	Streetkeeper Honeylocust	Gleditsia triacanthos inermis 'Draves'	\$175.00		\$350.00	\$350.00	\$700.00
8	Skyline Honeylocust	Gleditsia triacanthos inermis 'Skycrole'	\$175.00		\$350.00	\$350.00	\$700.00
2	Kentucky Coffeetree	Gymnocladus dioica	\$190.00		\$380.00	\$350.00	\$730.00
5	Regal Prince Oak	Quercus robur x bicolor 'Regal Prince'	\$190.00		\$380.00	\$350.00	\$730.00
15	Northern Red Oak	Quercus rubra	\$185.00		\$370.00	\$350.00	\$720.00
8	Ginkgo Princeton Sentry	Ginkgo biloba 'Princeton Sentry'	\$225.00		\$450.00	\$350.00	\$800.00
10	Autumn Gold Ginkgo	Ginkgo biloba 'Autumn Gold'	\$225.00		\$450.00	\$350.00	\$800.00
2	Shagbark Hickory	Carya ovata	\$285.00		\$570.00	\$350.00	\$920.00
2	Bitternut Hickory	Carya cordiformis	\$285.00		\$570.00	\$350.00	\$920.00
9	Tuliptree	Liriodendron tulipifera	\$190.00		\$380.00	\$350.00	\$730.00
11	Greenspire Linden	Tilia cordata 'Greenspire'	\$185.00		\$370.00	\$350.00	\$720.00
3	Blackgum	Nyssa salicifolia	\$195.00		\$390.00	\$350.00	\$740.00
5	Japanese Tree Lilac	Syringa reticulata	\$175.00		\$350.00	\$350.00	\$700.00
7	white Pine	Pinus strobus	\$195.00		\$390.00	\$350.00	\$740.00
4	Norway Spruce	Picea abies	\$215.00		\$430.00	\$350.00	\$780.00
3	Serbian Spruce	Picea omorika	\$215.00		\$430.00	\$350.00	\$780.00
2	Douglas Fir	Pseudotsuga menziesii	\$225.00		\$450.00	\$350.00	\$800.00
3	Fraser Fir	Abies fraseri	\$235.00		\$470.00	\$350.00	\$820.00
4	Sycamore	Platanus occidentalis	\$190.00		\$380.00	\$350.00	\$730.00
9	Thornless Cockspur Hawtho	Crataegus crusgalli inermis	\$185.00		\$370.00	\$350.00	\$720.00
9	Spring Snow Crabapple	Malus sp. Spring Snow	\$135.00		\$270.00	\$350.00	\$620.00
5	Prairiefire Crabapple	Malus sp. Prairiefire	\$135.00		\$270.00	\$350.00	\$620.00
10	Serviceberry	Amelanchier canadensis	\$175.00		\$350.00	\$350.00	\$700.00
1	Horsechestnut	Aesculus x carnea	\$225.00		\$450.00	\$350.00	\$800.00
4	Ohio Buckeye	Aesculus glabra	\$225.00		\$450.00	\$350.00	\$800.00

Tree Planting Sub-Total \$146,620.00

Alternate

Contractor shall water trees one time per week for the entirety of the 2-year Warranty Period

Weeks	Hours per Week	Total Hours per Year	Extended	Davis Bacon Labor Cost	Total Labor Cost
4/1-10/31					
31	16	496	992	\$29.80	\$29,561.60

Gal./Tree	Trees per Week	Number of Weeks	Total Water	Cost per Gal.	Total Water Cost
15	200	62	186000	\$0.01	\$1,860.00

Bid Alternate Sub-Total \$31,421.60

Opinion of Cost Total \$178,041.60



City Administrator's Office

Joel Greer, Mayor
Carol Webb, Administrator
Alicia Hunter, Clerk
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5799
Fax - (641) 754-5717

REQUEST FOR SEALED BIDS FOR RIGHT OF WAY CDBG-DISASTER RECOVERY TREE PLANTING PROJECT

The City of Marshalltown is requesting sealed bids for the Right-of-Way CDBG-Disaster Recovery Tree Planting Project.

THIS IS A FEDERALLY FUNDED PROJECT

The City of Marshalltown is a sub-grantee of the State of Iowa under CDBG Disaster Recovery Funding Project 20-DRI-023.

Awarding Agency: Department of Housing and Urban Development (HUD), Community Planning and Development, Community Development Fund

Funding, in whole or in part, for this Project is through CDBG Disaster Funding from HUD, therefore all provisions of the Federal Code of Regulations, Title 24 (CFR24) Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments apply to this Project.

Federal Law requires that contracts relating to the Project include certain provisions of CFR Title 24 Part 85.36 (h,i) Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments. Depending upon the type of work or services provided and the dollar value of the Project, some of the provisions set forth in CFR Title 24 may not apply to the Consultant or to the work or services to be provided hereunder; however, the provisions are nonetheless set forth to cause this Project to comply with Federal Law.

This Project will be in strict compliance with program requirements of the Awarding Agency and of CFR Title 24 Part 85.36 (i & h). See additional provisions in the Attachment section.

SCOPE OF WORK AND SPECIFICATIONS

The City of Marshalltown (City) is seeking bids from qualified Contractors for the purchase and installation of trees to be planted along street rights-of-way during the 2025 fall and 2026 spring planting seasons.

Scope of Work

Contractors shall furnish and install 200 trees for planting at designated locations throughout the City. At least 25% of the trees shall be planted no later than October 31, 2025, and the remainder shall be

planted between April 1, 2026 and May 31, 2026. Locations and species for plantings are identified in the attached map with GPS coordinates and corresponding species list. A bid sheet listing the species names, the quantity, and a space to indicate the unit price and total is included.

The Contractor is responsible to provide a suitable staging area for trees and other supplies. Those that cannot be planted immediately on delivery shall be kept in the shade, well-protected with soil, wet mulch, or other acceptable material, and kept well-watered. Trees shall not remain unplanted any longer than three (3) days after delivery.

Inspection of Trees and Planting Sites

Trees shall be inspected by the City arborist or Park and Recreation Department designee (designee) prior to planting and any items found to be in non-compliance of the following specifications will be rejected. The City arborist or designee shall be notified of tree deliveries with at least one day's notice to ensure that trees can be inspected prior to planting. For the inspection, the trees will need to be organized so the City arborist or designee can easily evaluate the canopy, trunk and root ball of each tree. If this inspection is not performed, the awarded vendor will be required to remove and replace any trees deemed unacceptable by the City arborist or designee during the Quality Control check.

Inspection of Planting

The Contractor shall provide daily updates with locations planted so that City staff may complete an inspection of planting depth, size, condition, etc. A critical path phasing plan and schedule may be submitted prior to the commencement of planting as an alternative to daily progress updates.

Contractors shall supply all labor, materials and necessary equipment for the planting and watering of all trees to be purchased on this bid.

The Contractor shall maintain and provide records to the City noting the tree species, date planted, and a photo of the tree at the time of planting.

Specifications for Trees

1. All deciduous trees shall be between a 1.5 to 2 inch caliper.
2. All material shall be single stemmed, No. 1 grade trees unless otherwise specified.
3. If balled and burlapped stock is used, trees shall be dug and balled with heavy-duty burlap and laced with twine and/or a wire basket package. The ball shall have sufficient moisture according to best nursery practices. If wire baskets are used to support the root ball, a "low profile" basket shall be used.
4. If container stock is used, the container class size shall conform to ANSI Z60.1 for container stock and shall have a well-established root system reaching the sides of the container to maintain a firm ball, but shall not have excessive root growth encircling the inside of the container. Further, a container leader, straight trunk and specific characteristics of the species will be accepted. Trees shall be stout, show good twig growth and branch habit.
5. Only vigorous, healthy plants with a well-developed fibrous root system with no encircling roots, a well-formed canopy with a strong, intact central leader, straight trunk and specific characteristics of the species will be accepted. Trees shall be stout, show good twig growth for the past 3-5 years. Branches shall diverge from the main trunk with proper branch trunk junction. The bark shall be firm on the trunk with no indication that the trees have suffered from frost cracks, sun scald, lightning, mechanical injury, suckers or improper pruning. All trees shall

be free from insects, insect damage, diseases and disease damage. Material found lacking in any of these characteristics shall be rejected at time of delivery or during the quality control check.

6. Trees shall not be sheared or formally shaped prior to planting. Any tree with evidence of pruning for a formal aesthetic, resulting in stubs or a reduced central leader, will be rejected. Any tree that has had the central leader reduced will be rejected. This determination will be at the discretion of the City arborist or designee.
7. Trunk caliper and taper shall be sufficient so that the lower five feet of the trunk remains vertical without a stake. Auxiliary stakes may be used to maintain a straight leader in the upper half of the tree.
8. All trees shall have a tag showing the species and variety.
9. Supplier shall provide proof with their bid submittal that all trees were grown as Midwest Nursery Stock from USDA Plant Hardiness Zones 6a or lower/colder.

Specifications for Planting

1. Planting Season: At least 25% of the trees shall be planted no later than October 31, 2025, and the remainder shall be planted between April 1, 2026 and May 31, 2026. All trees shall be mapped with the species and date planted within two days of the last planting date. Any deviation from this timeline shall require prior written approval from the City.
2. The planting shall be performed by personnel familiar with the accepted procedures of planting and under the constant supervision of a qualified planting foreperson.
3. Tree placement shall be made as close as possible to locations designated on the map provided by the City. City staff shall follow identified GPS coordinates to indicate tree planting locations with a white "X" mark and flag. Some discretion is given to the planting crews to shift the planting position a few feet in either direction if roots, old stumps or underground utilities become an issue. Iowa One Call locates are to be coordinated by the Contractor. Contractor shall abide by Iowa One Call requirements. Contractor shall notify the City as One Call locates are completed to allow the City to indicate tree planting locations.
4. The planting hole shall be excavated at least eighteen (18) inches in diameter larger than the root ball. Trees shall be planted in the center of the hole excavated by the Contractor.
5. If an auger is used to dig the initial planting hole, the soil around the auger hole shall be loosened. Loosening is defined as digging into the soil and turning the soil to reduce compaction. The soil does not have to be removed from the hole, but shall be dug, lifted and turned.
6. All trees shall be planted with the root flare (root to stem transition zone) visible at or slightly above ground level, with the first main order lateral roots no more than one (1) to two (2) inches below this point. For the purpose of this bid request, the root flare is defined as the point immediately above where the first main order lateral roots attach to the stem.
7. If balled and burlapped stock is used, the upper part of the burlap shall be pulled back and excess soil removed to determine the location of the root flare to ensure proper placement.
8. The outer surfaces of ALL plants in containers - including the sides and bottoms shall be shaved to remove all circling, descending, and matted roots. Shaving shall be performed using

saws, knives, sharp shovels or other suitable equipment that is capable of making clean cuts on the roots. The goal of the shaving is to remove all root segments that are not growing reasonably radial to the trunk.

9. The excavation of the root flare may reveal adventitious roots that have grown above the root flare. All adventitious roots shall be trimmed off at the time of planting. No roots shall be visible above the surface of the soil prior to mulching. Larger roots that are just at the surface may be covered with soil prior to mulching as long as the root collar/trunk flare is not buried. The vendor is encouraged to consult with the City arborist or designee if needed.
10. Soil shall be backfilled in layers and each successive layer shall be lightly tamped before the next layer is put in place. The soil shall not be compacted.
11. Enough soil shall be used to bring the surface to proper grades after planting as described above in specification number 6.
12. Back filling of native soil from the planting hole shall be used for planting trees. If additional soil is required it shall be approved by the City arborist or designee before use.
13. Contractor shall fill the planting hole with soil as described above in specification number 10. At the point when the planting hole is one-half (1/2) full, the Contractor shall cut away all remaining exposed ropes, strings, wires and burlap before finishing planting as outlined above. Trees not planted according to these specifications shall be removed, replaced, and replanted by the Contractor immediately, at no additional cost to the City, upon written notification by the City arborist or designee.
14. Contractor shall thoroughly water newly installed trees upon planting and continue to water the trees every seven (7) days (minimum of 15-20 gallons per tree, per watering) for a maximum of two (2) weeks after the Contractor notifies the City that work has been completed for that fall or spring planting window. City arborist or designee shall certify proper planting through inspection, at which point thereafter the City will assume responsibility for tree watering. Refer to bid alternate for additional watering specifications.
15. All trees shall be properly mulched. Natural, undyed shredded hardwood mulch shall be supplied by the Contractor. Mulch shall be kept 1-2 inches away from the trunk, installed to a 3- to 4-inch depth to the dripline of the tree (minimum diameter of 4 feet).
16. Any trunk wraps/protective coverings placed on the trees prior to or at the time of planting shall be removed by the Contractor at the time the tree is planted.
17. Gator bags or alternate irrigation bags shall be supplied and installed by the Contractor for all trees planted. The price for gator bag and installation shall be included in the tree price. Gator bags shall be the property of the City at the end of the contract.
18. Staking and Guying
 - a. All trees shall be staked. All staking and guying must follow specifications as found on in ANSI A300.3 and included in the price/tree.
 - b. To prevent injury to the bark, guying should be examined at the time trees are watered and adjusted if necessary.
 - c. Stakes shall be removed by the City in a timeframe to be determined by the City.

19. Warranty

- a. Contractor shall be required to file, before the contract is awarded, a surety bond for warranty and/or maintenance for a 2-year period on a form provided by the City and in penal sum equal to the total bid amount. Said bond shall be executed by a corporation authorized to contract as a surety in the state of Iowa.
- b. Planted trees shall be guaranteed by the Contractor to be in a vigorous growing condition for two (2) years following inspection, acceptance and notice of acceptance is sent to the Contractor. Qualities of a vigorous tree include but are not limited to a well-shaped canopy with leaf density appropriate per species, less than 10 percent deadwood, no tip dieback, no central leader dieback, no suckering at the base of the tree or on the trunk, good leaf color, shape, size and good twig growth.
- c. Warranty shall begin once all trees are inspected and accepted after planting and notice of acceptance is sent to the Contractor.
- d. Trees determined by the City arborist or designee to be replaced under warranty shall be removed by the Contractor within 10 days of notification by the City at no additional cost to the City. The City reserves the right to remove the trees after 10 days. In the event this occurs, replacement of the removed trees under the warranty will still be required from the Contractor.
- e. Reasons for warranty replacement may include, but are not limited to, the following:
 - 1) Death
 - 2) Poor health
 - 3) Unacceptable root or canopy structure
 - 4) Excessively thin canopy
 - 5) Uniform dieback from the outer edge of the canopy, inward to the center of the tree
 - 6) More than ten percent dieback in any part of the tree (canopy should have 90% live leaf cover and leaf density correct for the species). Leaf cover shall be spread uniformly throughout the canopy.
 - 7) Damage to the trunk or main leader including but not limited to bark rips or tears, canker, etc.
 - 8) Excessive suckering from the graft point or on the trunk
 - 9) Off color and/or smaller than normal leaves
 - 10) Dead central leader

Should the vendor and the City arborist or designee agree that a tree requested for replacement under the warranty may be acceptable if given more time to adapt, it may be left on site. However, a warranty extension of one (1) additional year shall be required in writing from the vendor at no cost to the City.

- f. Tree condition shall be reviewed by City staff approximately one month prior to the end of the two-year warranty period and a list of replacement tree locations will be supplied to the Contractor. These trees are to be replaced within the planting window current at the time of notification.
- g. The City reserves the right to request an alternate species as a replacement in order to improve the chance of survival on site. The cost of the alternate species shall be equal to or less than the cost of the original species installed based on unit pricing provided in the original bid.

20. Contractor shall be required to comply with Iowa One Call for digging.

- a. The City shall verify the planting locations after Contractor coordinates locates through Iowa One Call and prior to planting.
- b. Underground Utility Locates - The awarded vendor is solely responsible for coordinating locates and complying with Iowa One Call requirements. Any damage done, or repair needed therefore, to an existing line is considered the responsibility of the awarded vendor.

21. A pre-installation meeting is required within one (1) week of execution of the contract. The Contractor shall contact the City arborist or designee to schedule the meeting.

22. Watering

- a. The gator bag supplied by the vendor shall be filled with a minimum of 10 gallons of water at planting. Trees shall be watered with the gator bag refilled every seven (7) days until the inspection of planting is completed by the City arborist or designee and notice of acceptance is sent to the Contractor.
- b. Should the area receive at least 1 inch of rainfall as measured at the Marshalltown Municipal Airport, the watering for that week should be skipped and the 7-day timeline re-started.
- c. Documentation shall be kept of the dates watering was completed and/or the dates watering was skipped due to sufficient rainfall. Documentation shall be provided in an electronic spreadsheet or similar format. This documentation will be presented to the City on a quarterly basis, unless specified in writing by either party.
- d. Subcontractors are allowed to conduct watering; however, the warranty replacements will remain the responsibility of the Contractor.
- e. The 2-year warranty requirement does not absolve the contractor from watering the trees as specified in item (a) above or as specified in the bid alternate.
- f. The Contractor shall supply all labor, materials, necessary equipment and water required to follow watering specifications. Water is available for purchase through Marshalltown Water Works.

Furnish and Install Requirements

The specifications herein describe various functions and types of work required to install trees purchased in conjunction with this contract. Any technical omissions of functions or types of work within these specifications shall not relieve the Contractor from furnishing, installing, or performing such work where required to the satisfactory completion of the project. The Contractor shall include all costs associated with installation in its contract price.

It is the Contractor's responsibility to follow all applicable OSHA rules for worker safety and public safety during the project.

Hand Planting

There may be some planting sites where hand planting is necessary due to the presence of utility lines, existing vegetation, or other site challenges.

Substitutions

The Contractor may submit a request for substitutions for the species designated for a particular location, however 90% of the species designated by the City must be maintained in the bid. Substitution requests must be submitted to the City no later than July 29, 2025. An approved substitution list, if applicable, shall be supplied by the City to plan holders no later than August 1, 2025. It is the sole discretion of City staff to make the determination if a substitution is acceptable. The overall diversity of trees will need to be maintained. Acceptable substitutions are included in the enclosed substitution list and must be approved by the City arborist or designee to maintain diversity standards.

Tools and Equipment

The Contractor shall be equipped with the normal tools of the trade and shall furnish all labor, tools, and other items necessary for and incidental to executing and completing all required work. The Contractor shall provide all required tools, equipment, consumable products and testing instruments needed for the job.

Waste Disposal, Clean-Up and Site Repair

Removal and off-site disposal of construction waste will be the responsibility of the bidder and be included in the bid price. Debris and trash shall be removed at the end of each day's work. Upon completion, the work area shall be left clean of debris and trash associated with the work. Remedies and repairs for damage caused to rights-of-way and adjacent owners' property shall be the sole responsibility of the Contractor. There shall be no additional charges to the City for removal and/or disposal of materials nor repairs for damages.

Permits/Licenses

The contractor is responsible for all permits and/or licenses to perform the duties of this contract.

Safety

The Contractor will ensure that its employees observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds. All buildings, equipment and furnishings shall be protected by the bidder from damage done or caused by work performed under this contract. Such damages to the foregoing shall be repaired and/or replaced by approved methods so as to restore the damaged areas to their original condition at the expense of the Contractor. The Contractor shall erect, install, and maintain all temporary public walks, warning signs, barricades, and other protective means as may be necessary for the protection of the public from injury. The bidder certifies that all items or service delivered herein comply with all ANSI Standards and with the Federal Occupational Safety and Health Act of 1970, as applicable.

The Contractor shall exercise the utmost care when working in City facilities. The Contractor shall be responsible for, and indemnify and hold the City harmless from all damage to the facility that may occur during this project. Any damage that may occur shall be reported to the City immediately. The City may direct the Contractor to undertake immediate and reasonable steps to repair and remediate any damage. The Contractor shall maintain a written log describing all property damage reports, and the Contractor's activities to repair and remediate. This log shall include the dates for each damage report, pictures, contact information and resolution. If property damaged by the Contractor is not repaired or remediated in a timely basis as directed by the City, and to the satisfaction of the City, the City may, at its option, have the damage repaired at the Contractor's expense to be reimbursed to the City.

Subcontracts - Assignments

No part of this project will be subcontracted or assigned without prior written consent of the City, excluding any emergency work. Any subcontractor or assignee must meet the same qualifications in their field as the prime Contract. Contractor shall be responsible for any payments to subcontractors. Subcontractors must meet all requirements as specified in this contract (i.e. training, safety, insurance, etc.).

Workmanship, Materials & Equipment

Unless otherwise provided in the contract requirements and specification, the Contractor shall furnish all labor, materials and equipment for satisfactory contract performance. When not specifically identified in the specifications, such materials and equipment shall be of suitable type and grade for the purpose.

INSURANCE IS REQUIRED FOR THIS PROJECT

Insurance: The successful bidder must provide the City a certificate of insurance with coverage limits as outlined below and maintain said coverages at all times during the term of a Contract. Such insurance will protect the Contractor from liability and claims for injuries and damages which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be liable, whether such operations are by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

The City shall be named as an additional insured under the liability policy required above.

- 23. Comprehensive General Liability \$1,000,000 per occurrence/\$2,000,000 aggregate
- 24. Worker's Compensation as required by law
- 25. Professional Liability for Errors and Omissions \$2,000,000

Work shall not begin until the certificate of insurance and all endorsements are received and approved by the City.

For the protection of the Contractor and the City, but without restricting or waiving any obligations of the Contractor herein contained, the Contractor shall insure the risks associated with the Work and the Contract with minimum coverages and limits as set forth in the Insurance Requirements Attachment.

AVAILABLE FUNDING

There is \$195,267 available for this project. The City reserves the right to reduce or increase the Scope of Work to adhere to the available funding. The Contractor shall be notified of changes in Scope in the form of a Change Order following contract award.

TIMELINE AND AWARD

The City of Marshalltown is proposing the following timeline for the Request for Sealed Bid process.

- | | |
|--------------------------------|--|
| • July 15, 2025: | Bid document released |
| • July 25, 2025 (10AM CST) | Pre-Bid Meeting |
| • July 28, 2025 (5:30PM CST) | Public Hearing |
| • August 5, 2025 (10AM CST) | Bids due |
| • August 5, 2025 (10:05AM CST) | Bids publicly opened, 24 N. Center St. |
| • August 11, 2025 | City Council awards bid |

Award will be made to the lowest responsive, responsible bidder with regard to the specifications set forth herein.

Work may commence following the award of the contract and the receipt of a performance and payment bond for 100% of the value of the contract. The City Council may award bid or delay award until such time as may be fixed.

SEALED BID SUBMISSION

All bids must be in a sealed envelope with the vendor's name and "Right of way CDBG-Disaster Recovery Tree Planting Project" written on the outside of the envelope. Bids are due no later than 10AM Central Standard Time on August 5, 2025, to the following:

City of Marshalltown
Attn: City Clerk
24 N. Center Street
Marshalltown, IA
50158

A Bid must be accompanied by Bid security made payable to Owner in an amount of five (5) percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid Bond issued by a surety meeting the requirements of the General Conditions or a certified check in an amount equal to five percent (5%) of the total amount of the bid, drawn on and certified payable by a solvent bank to the City Treasurer of the City. Such Bid Bond will be issued in the form included in the Bidding Documents.

Any bids received after the due date will be rejected and not considered. A public bid opening will be held. The City of Marshalltown will contact the low bidder(s) following the bid due date and provide the bid tabulation by email to those bidders providing an email address. Submitted bids shall be valid for a period not less than 45 days. The City reserves the right to reject all bids.

SPECIAL TERMS AND CONDITIONS

Payment Terms and Invoice Submittals: Payment will be at the unit price for each tree and will be made in increments according to the following schedule:

- a. Payment applications may be submitted by the Contractor monthly. The City shall verify applications and pay Contractor less a 3% retainage.
- b. Final payment less a 3% retainage shall be made after Work is performed, inspected, and accepted and all required documentation and reports are received in a format acceptable to the City.

- c. The retainage shall be released between 30-40 days following project acceptance provided no claims have been received by the City.

GENERAL TERMS AND CONDITIONS

- a. **Contract:** The initial term of the contract shall commence on the date the City executes the Contract and shall end on June 1, 2026. The Contractor shall plant at least 25% of the trees no later than October 31, 2025, and the remainder shall be planted between April 1, 2026 and May 31, 2026. The contract may be extended by written mutual agreement by the City and the Contractor. Any award of a contract resulting from this Request for Sealed Bids will be made only by written authorization from City of Marshalltown upon approval by the City of Marshalltown City Council. The contract between City of Marshalltown and the Vendor shall consist of (1) the Request for Sealed Bids, the attachments, and any amendments thereto and (2) the proposal submitted by the Vendor in response to the Request for Sealed Bids. In the event of a conflict in language between these two documents, the provisions and requirements set forth and/or referenced in the Request for Sealed Bids shall govern. The City also reserves the right to clarify any contractual relationship in writing with the concurrence of the Vendor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the Request for Sealed Bids or the Vendor's proposal. In all other matters not affected by the written clarifications, if any, the Request for Sealed Bids shall govern. The City reserves the right to amend the contract to include any Federal requirements specifically associated with the funding allocation and program compliance.
- b. **Compliance with Laws:** In connection with the furnishing of supplies or performance of work under the contract, the Vendor agrees to comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, and all other applicable Federal and State laws, regulations, and executive orders to the extent that the same may be applicable, and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.
- c. **Incurred Expenses:** This Request for Sealed Bids does not commit the City to award a contract, nor shall the City be responsible for any cost or expense that may be incurred by the Vendor in preparing and submitting the proposal called for in this Request for Sealed Bids, or any cost or expense incurred by the Vendor prior to the execution of a contract agreement.
- d. **Independent Contractor:** Nothing contained in this Request for Sealed Bids is intended or should be construed as creating the relationship of co-partners or joint ventures within the City. The Contractor shall remain an independent contractor, and all employees of the Contractor or its subcontractors shall remain the employees of the Contractor or subcontractor and shall not become the employees of the City.
- e. **Nondiscrimination:** All Contractors agree that during the life of the contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status, disability, sexual orientation, age, religion, or status with regard to public assistance, and shall intend a similar provision in all subcontracts entered into for the performance thereof.

ATTACHMENTS

1. Official Notice of Hearing and Letting
2. Bid Sheet
3. Bid Bond
4. Performance Bond
5. Payment Bond
6. Warranty Bond
7. Form of Contract
8. Insurance Requirements
9. Certification Regarding Ability to Obtain Required Insurance
10. Standard Terms and Conditions
11. Iowa 2024 CDBG Management Guide Appendix 2 Required Contract Provisions
12. Iowa 2022 CDBG Management Guide Appendix 8, Section 3 Language for Procurement Documents and Contracts
13. Additional Provisions for Projects Utilizing Federal Funding (CDBG)
14. HUD-4010 Federal Labor Standards Provisions
15. Wage Rate Determination
16. GIS Tree Planting Locations Map Series
17. Required Job Site Signage Series

**OFFICIAL NOTICE OF HEARING AND LETTING
CITY OF MARSHALLTOWN
MARSHALLTOWN, IOWA
RIGHT OF WAY CDBG-DISASTER
RECOVERY TREE PLANTING PROJECT**

NOTICE OF PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, PROPOSED FORM OF CONTRACT AND OPINION OF PROBABLE COST FOR THE RIGHT OF WAY CDBG-DISASTER RECOVERY TREE PLANTING PROJECT IN THE CITY OF MARSHALLTOWN, IOWA, AND THE TAKING OF BIDS FOR SUCH IMPROVEMENTS.

A **public hearing** will be held at **5:30 p.m. local time on the 28th day of July, 2025** in the Council Chambers, Second Floor, 10 West State Street, Marshalltown, Iowa, on the proposed plans, specifications, proposed form of contract, and the opinion of probable cost of improvements proposed to be constructed under PROJECT NO. PRK24-002, the RIGHT OF WAY CDBG-DISASTER RECOVERY TREE PLANTING PROJECT, which is now on file in the office of the City Clerk and at said hearing any interested person may appear and file objection thereto or to the bidding process.

Sealed proposals based upon the proposed plans, specifications, proposed form of contract, opinion of probable costs of improvement, will be **received** at the City Clerk's Office located at 24 N. Center Street, Marshalltown, IA until **10:00 a.m. local time, on the 5th day of August, 2025** for the construction of the RIGHT OF WAY CDBG-DISASTER RECOVERY TREE PLANTING PROJECT as described in the plans and specifications for Project No. PRK24-002, and which will be opened, read, and tabulated by the Park and Recreation Director or her designate at that time, will be acted upon by the City Council of said City at a meeting to be held in the Council Chambers on the **11th day of August, 2025** or at such later time and place as may then be fixed.

The proposed work will involve furnishing the labor, equipment, and materials necessary for completing the RIGHT OF WAY CDBG-DISASTER RECOVERY TREE PLANTING PROJECT in Marshalltown, Iowa as shown in the plans and specifications for PROJECT NO. PRK24-002, the RIGHT OF WAY CDBG-DISASTER RECOVERY TREE PLANTING PROJECT.

The estimated quantities of materials and labor to be furnished in the construction of said improvements and on which bids will be received are as follows:

The furnishing and installation of 200 trees for planting at designated locations throughout the City of Marshalltown.

All work is to be done in strict compliance with the Plans and Specifications for said PROJECT NO. PRK24-002 as proposed by the Park and Recreation Director.

Obtaining the Bidding Documents

Plans, specifications and proposed contract documents may be examined at the office of the Park and Recreation Director, Marshalltown, Iowa, and at the office of the City Clerk, Marshalltown, Iowa. Bidding Documents may be downloaded from the City of Marshalltown's web site upon registration at no cost. The documents may be downloaded at <https://www.marshalltown-ia.gov/Bids.aspx>.

A deposit of \$150 per paper set of plans, specifications and proposed contract documents will be charged, all of which will be refunded if the paper documents are returned in reusable condition within 14 days of the Award of Contract. If all paper documents are not returned in reusable condition and within 14 days, the deposit will be forfeited.

Pre-Bid Meeting

A pre-bid meeting will be held at 10 a.m. local time on the 25th day of July in the Council Chambers, Second Floor, 10 West State Street, Marshalltown, Iowa.

Instructions to Bidders.

A Bid must be accompanied by Bid security made payable to Owner in an amount of five (5) percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid bond issued by a surety meeting the requirements of the General Conditions or a certified check in an amount equal to five percent (5%) of the total amount of the bid, drawn on and certified payable by a solvent bank to the City Treasurer of the City. Such Bid bond will be issued in the form included in the Bidding Documents.

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

The City Council reserves the right to reject any and all bids and to waive technicalities and irregularities and all bids must remain effective for a period of 30 days of opening same.

This Notice to Bidders is hereby published by authority of resolution duly adopted by the Council of the City of Marshalltown on the _____ day of _____, 2025.

Owner: _____ City of Marshalltown
By: _____ Alicia Hunter
Title: _____ City Clerk

**REQUEST FOR SEALED BIDS FOR
RIGHT OF WAY CDBG-DISASTER
RECOVERY TREE PLANTING PROJECT**

BID SHEET

All bids must be provided on this bid sheet in order to be accepted. Failure to use this bid sheet will result in the bid being determined to be not responsive.

Company Name: _____

Contact Person/Phone/Email: _____

I, _____, represent that I am authorized to submit the above
bid on behalf of _____.

Signature and Date

BID ALTERNATE

Contractor shall thoroughly water newly installed trees upon planting and continue to water the trees every seven (7) days (minimum of 15-20 gallons per tree, per watering) throughout the entirety of the 2-year warranty period. The watering season each year shall be mutually agreed upon between the Contractor and the City.

UNIT PRICE BID

Bidder will perform the following Work at the indicated unit prices:

Tree Quantity	Tree Name	Genus/Species	Cost per Tree	Extended
3	Sweetgum Rotundaloba	Liquidamber styraciflua		
15	Riverbirch	Betula nigra		
10	Hackberry	Celtis occidentalis		
2	Pagoda Dogwood	Cornus alternifolia		
9	Skyward Bald Cypress	Taxodium distichum 'Skyward'		
10	Redbud	Cercis canadensis		
10	Streetkeeper Honeylocust	Gleditsia triacanthos inermis 'Draves'		
8	Skyline Honeylocust	Gleditsia triacanthos inermis 'Skycole'		
2	Kentucky Coffeetree	Gymnocladus dioica		
5	Regal Prince Oak	Quercus robur x bicolor 'Regal Prince'		
15	Northern Red Oak	Quercus rubra		
8	Ginkgo Princeton Sentry	Ginkgo biloba 'Princeton Sentry'		
10	Autumn Gold Ginkgo	Ginkgo biloba 'Autumn Gold'		
2	Shagbark Hickory	Carya ovata		
2	Bitternut Hickory	Carya cordiformis		
9	Tuliptree	Liriodendron tulipifera		
11	Greenspire Linden	Tilia cordata 'Greenspire'		
3	Blackgum	Nyssa salicifolia		
5	Japanese Tree Lilac	Syringa reticulata		
7	white Pine	Pinus strobus		
4	Norway Spruce	Picea abies		
3	Serbian Spruce	Picea omorika		
2	Douglas Fir	Pseudotsuga menziesii		
3	Fraser Fir	Abies fraseri		
4	Sycamore	Platanus occidentalis		
9	Thornless Cockspur Hawthorn	Crataegus crusgalli inermis		
9	Spring Snow Crabapple	Malus sp. Spring Snow		
5	Prairiefire Crabapple	Malus sp. Prairiefire		
10	Serviceberry	Amelanchier canadensis		
1	Horsechestnut	Aesculus x carnea		
4	Ohio Buckeye	Aesculus glabra		
			Sub-Total	
			Bid Alternate Sub-Total	
			Total	

Bidder acknowledges that:

- a. Each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
- b. Estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

BID BOND (PENAL SUM FORM)

Bidder Name: [Full formal name of Bidder] Address (<i>principal place of business</i>): [Address of Bidder's principal place of business]	Surety Name: [Full formal name of Surety] Address (<i>principal place of business</i>): [Address of Surety's principal place of business]
Owner Name: City of Marshalltown Address (<i>principal place of business</i>): 24 N. Center Street Marshalltown, IA 50158	Bid Project (<i>name and location</i>): RIGHT OF WAY CDBG-DISASTER RECOVERY TREE PLANTING PROJECT- Marshalltown, Iowa Bid Due Date: April 23, 2025
Bond Penal Sum: [Amount] Date of Bond: [Date]	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder	Surety
_____ <i>(Full formal name of Bidder)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature) (Attach Power of Attorney)</i>
Name _____ <i>(Printed or typed)</i>	Name _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest _____ <i>(Signature)</i>	Attest _____ <i>(Signature)</i>
Name _____ <i>(Printed or typed)</i>	Name _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Notes: (1) Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable

PERFORMANCE BOND

Contractor Name: [Full formal name of Contractor] Address (<i>principal place of business</i>): [Address of Contractor's principal place of business]	Surety Name: [Full formal name of Surety] Address (<i>principal place of business</i>): [Address of Surety's principal place of business]
Owner Name: City of Marshalltown Mailing address (<i>principal place of business</i>): 24 North Center Street Marshalltown, IA 50158	Contract Description (<i>name and location</i>): RIGHT OF WAY CDBG-DISASTER RECOVERY TREE PLANTING PROJECT- Marshalltown, Iowa Contract Price: [Amount from Contract] Effective Date of Contract: [Date from Contract]
Bond Bond Amount: [Amount] Date of Bond: [Date] <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: ☐ None ☐ See Paragraph 16	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
 - 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
14. Definitions
 - 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
 - 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows: **"None"**

PAYMENT BOND

Contractor Name: [Full formal name of Contractor] Address (<i>principal place of business</i>): [Address of Contractor's principal place of business]	Surety Name: [Full formal name of Surety] Address (<i>principal place of business</i>): [Address of Surety's principal place of business]
Owner Name: City of Marshalltown Mailing address (<i>principal place of business</i>): 24 North Center Street Marshalltown, IA 50158	Contract Description (<i>name and location</i>): RIGHT OF WAY CDBG-DISASTER RECOVERY TREE PLANTING PROJECT– Marshalltown, Iowa Contract Price: [Amount, from Contract] Effective Date of Contract: [Date, from Contract]
Bond Bond Amount: [Amount] Date of Bond: [Date] <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: ☐ None ☐ See Paragraph 18 Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal <i>(Full formal name of Contractor)</i> By: _____ <i>(Signature)</i> Name: _____ <i>(Printed or typed)</i> Title: _____ Attest: _____ <i>(Signature)</i> Name: _____ <i>(Printed or typed)</i> Title: _____	Surety <i>(Full formal name of Surety) (corporate seal)</i> By: _____ <i>(Signature)(Attach Power of Attorney)</i> Name: _____ <i>(Printed or typed)</i> Title: _____ Attest: _____ <i>(Signature)</i> Name: _____ <i>(Printed or typed)</i> Title: _____
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 5.1. Claimants who do not have a direct contract with the Contractor
 - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2. Pay or arrange for payment of any undisputed amounts.
 - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of

any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
 - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
 - 16.1.1. The name of the Claimant;
 - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
 - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 16.1.4. A brief description of the labor, materials, or equipment furnished;
 - 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 - 16.1.7. The total amount of previous payments received by the Claimant; and
 - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
 - 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
 - 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

- 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
18. Modifications to this Bond are as follows: **“None”**

WARRANTY BOND

Contractor Name: [Full formal name of Contractor] Address (<i>principal place of business</i>): [Address of Contractor's principal place of business]	Surety Name: [Full formal name of Surety] Address (<i>principal place of business</i>): [Insert address of Surety's principal place of business]
Owner Name: City of Marshalltown Address (<i>principal place of business</i>): 24 North Center Street Marshalltown, IA 50158	Construction Contract Description (<i>name and location</i>): RIGHT OF WAY CDBG-DISASTER RECOVERY TREE PLANTING PROJECT– Marshalltown, Iowa Contract Price: [Amount from Contract] Effective Date of Contract: [Date from Contract] Contract's Date of Substantial Completion: [Date from Contract]
Bond Bond Amount: [Amount] Date of Bond: [Date] Modifications to this Bond form: ☐ None ☒ See Paragraph 9	
Bond Period: Commencing after Substantial Completion of the Work under the Construction Contract, and continuing for two (2) years after such Substantial Completion.	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth herein, do each cause this Warranty Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
_____ <i>(Full formal name of Contractor)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature) (Attach Power of</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract's Correction Period Obligations. The Construction Contract is incorporated herein by reference.
2. If the Contractor performs the Correction Period Obligations, the Surety and the Contractor shall have no obligation under this Warranty Bond.
3. If Owner gives written notice to Contractor and Surety during the Bond Period of Contractor's obligation under the Correction Period Obligations, and Contractor does not fulfill such obligation, then Surety shall be responsible for fulfillment of such Correction Period Obligations. Surety shall either fulfill the Correction Period Obligations itself, through its agents or contractors, or, in the alternative, Surety may waive the right to fulfill the Correction Period Obligations itself, and reimburse the Owner for all resulting costs incurred by Owner in performing Contractor's Correction Period Obligations, including but not limited to correction, removal, replacement, and repair costs.
4. The Surety's liability is limited to the amount of this Warranty Bond. Renewal or continuation of the Warranty Bond will not modify such amount, unless expressly agreed to by Surety in writing.
5. The Surety shall have no liability under this Warranty Bond for obligations of the Contractor that are unrelated to the Construction Contract. No right of action will accrue on this Warranty Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
6. Any proceeding, legal or equitable, under this Warranty Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and must be instituted within two years after the Surety refuses or fails to perform its obligations under this Warranty Bond.
7. Written notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown in this Warranty Bond.
8. Definitions
 - 8.1. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page of this Warranty Bond, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 8.2. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
 - 8.3. *Correction Period Obligations*—The duties, responsibilities, commitments, and obligations of the Contractor with respect to correction or replacement of defective Work, as set forth in the SUDAS General Conditions, as duly modified.
 - 8.4. *Substantial Completion*—As defined in the Construction Contract.
 - 8.5. *Work*—As defined in the Construction Contract.
9. Modifications to this Bond are as follows: **Bond shall be 100% of the contract amount for the first one (1) year and 25% of the contract amount for the last one (1) year.**

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between the City of Marshalltown ("Owner") and [name of contracting entity] ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The furnishing and installation of 200 trees for planting at designated locations throughout the City of Marshalltown.

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **RIGHT OF WAY CDBG-DISASTER RECOVERY TREE PLANTING PROJECT**

ARTICLE 3 – ENGINEER

- 3.01 The Owner has retained **the City of Marshalltown** ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by **the City of Marshalltown**.

ARTICLE 4 – CONTRACT TIMES

- 4.01 Contract Times: Completion Date

A. Bidder agrees that the Work will be substantially complete on or before May 31st, 2026, and will be completed and ready for final payment on or before June 16th, 2026.

- 4.02 Liquidated Damages

A. Substantial Completion: Contractor shall pay Owner \$500 for each calendar day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.

B. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500 for each calendar day that expires after such time until the Work is completed and ready for final payment.

- 4.03 Special Damages

A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion

according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.01 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.01 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – CONTRACT DOCUMENTS

6.01 Contents

- A. The Contract Documents consist of all of the following:
 - 1. This Agreement.
 - 2. Bonds:
 - a. Bid bond (together with power of attorney).
 - b. Performance bond (together with power of attorney).
 - c. Payment bond (together with power of attorney).
 - d. Warranty bond (together with power of attorney).
 - 3. Request for Sealed Bids
 - 4. Form of Contract
 - 5. Insurance Requirements
 - 6. Certification Regarding Ability to Obtain Required Insurance
 - 7. Standard Terms and Conditions
 - 8. Iowa 2022 CDBG Management Guide Appendix 8, Section 3 Language for Procurement Documents and Contracts
 - 9. Additional Provisions for Projects Utilizing Federal Funding (CDBG)
 - 10. HUD-4010 Federal Labor Standards Provisions
 - 11. Wage Rate Determination

12. GIS Tree Planting Locations Map Series
13. Addenda (numbers [number] to [number], inclusive).
14. Exhibits to this Agreement (enumerated as follows):
 - a. None
15. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond.
- B. The Contract Documents listed in Paragraph 6.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 6.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

6.02 General Conditions

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are the SUDAS Standard Specifications, General Provisions and Covenants, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor in the Supplementary Conditions.

The General Conditions are available electronically at <https://iowasudas.org/manuals/specifications-manual/#division-1-general-provisions-and-covenants> .

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on **[indicate date on which Contract becomes effective]** (which is the Effective Date of the Contract).

Owner:

City of Marshalltown

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

Joel Greer

(typed or printed)

Title:

Mayor

(typed or printed)

Attest:

(individual's signature)

Title:

Alicia Hunter

(typed or printed)

Address for giving notices:

City of Marshalltown

24 N. Center Street

Marshalltown, Iowa 50158

Designated Representative:

Name:

Kelsie Stafford

(typed or printed)

Title:

Park and Recreation Director

(typed or printed)

Address:

24 N. Center Street

Marshalltown, Iowa 50158

Phone: (641) 754-5715

Email: kstafford@marshalltown-ia.gov

(If **[Type of Entity]** is a corporation, attach evidence of authority to sign. If **[Type of Entity]** is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Contractor:

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

(If **[Type of Entity]** is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

License No.:

(where applicable)

State:

INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

Section I – Basic Insurance Requirements

Contractor, at its own expense, shall procure and maintain during the life of this Contract, the following insurance so as to cover all risk which shall arise directly or indirectly from Contractor's obligations and activities.

General Liability Insurance Contractor shall carry the most recently approved ISO Commercial General Liability Insurance policy, or its equivalent, written on an occurrence-basis, with limits not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for Bodily Injury and Property Damage, including the following coverages:

- Premises and Operations Coverage
- Contractual Liability
- Products and Completed Operations Coverage
- Broad Form Property Damage Liability
- Personal Injury Liability

Automobile Liability Insurance with a combined single limit of at least \$1,000,000 per occurrence for bodily injury and property damage. Coverage shall include all owned, hired, and non-owned motor vehicles used in the performance of this contract by the Contractor or its employees.

Workers Compensation and Employers Liability Insurance meeting the relevant Workers Compensation Statutes.

REQUIRED THREE (3) ENDORSEMENTS are to be added to the General Liability Policy. Copies of the endorsements are to be produced with the certificate.

1. Additional Insured Endorsement:

Except for Workers' Compensation and Professional Liability, the policies shall include the City Additional Insured Endorsement of: The City of Marshalltown, Iowa, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees, and volunteers, are included as additional insureds with respect to liability arising out of the Insured's work and/or services performed for the City of Marshalltown, Iowa. This coverage shall be primary to the additional insureds, and not contributing with any other insurance or similar protection available to the additional insureds, whether available coverage be primary, contributing, or excess.

2. Non-Waiver of Governmental Immunities Endorsement (Iowa):

- a. **Non-waiver of Government Immunity** The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Marshalltown, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Marshalltown, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
- b. **Claims Coverage** The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as may be amended from time to time.
- c. **Assertion of Government Immunity** The City of Marshalltown, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the City of Marshalltown, Iowa.
- d. **Non-Denial of Coverage** The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Marshalltown, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Marshalltown, Iowa.
- e. **No Other Change in Policy** The insurance carrier and the City of Marshalltown, Iowa agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

3. Cancellation and Material Changes Endorsement

Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to:

City of Marshalltown
24 N Center Street
Marshalltown, Iowa 50158

(Please note that the City does accept a signed letter on the agent's letterhead, from the insured's insurance agent, confirming that the agent will provide notice as indicated above.)

Section II – Conditions of Contract

The Contractor is required to purchase and maintain insurance coverage to protect the Contractor and City of Marshalltown throughout the duration of this Contract as enumerated above in the minimum limits above written and the requirement shall be a part of the Contract. Failure on the part of the Contractor to maintain this insurance in full effect will be treated as a failure on the part of the Contractor to comply with these requirements and be considered sufficient cause to suspend the work, withhold payment(s), and/or be disqualified in the future.

The insurance policies shall be issued by insurers authorized to do business in the State of Iowa and currently having an A.M. Best Rating of "B+" or better. All policies shall be occurrence form. If Professional Liability coverage is written on a claims made policy form, the certificate of insurance must clearly state coverage is claims made and coverage must remain in effect for at least two years after final payment with the Contractor continuing to furnish the CITY certificates of insurance.

The Contractor shall be responsible for deductibles and self-insured retentions in the Contractor's insurance policies.

The Contractor is required to give the City notice of any change in coverage, specifically, any reduction in coverage and cancellation of coverage no less than thirty (30) days prior to the effective date of any non-renewal or cancellation of any policies required by the Contract.

The City intends to be an Additional Insured with coverage being primary and not contributing with any other insurance or similar protection available to the City whether any other coverage is primary, contributing or excess.

In the case of any work sublet, the Contractor shall require subcontractors and independent contractors working under the direction of either the Contractor or a subcontractor to carry and maintain the same workers compensation and liability insurance required of the Contractor.

Section III – Contract Approval

A Certificate of Insurance is required evidencing all required insurance coverage as provided above with any required endorsements attached so as to evidence their inclusion in the coverage. The Certificate of Insurance is due before the Contract can be approved. The following format is required:

List Spring 2025 ROW Tree Planting – CDBG Disaster Recovery, RFB #PUR0225-214 as the Scope of Work the certificate covers in the Description of Operations section.

The following address must appear in the Certificate Holder section:

City of Marshalltown
24 N Center Street
Marshalltown, Iowa 50158

The Producer's contact person's name, phone number and e-mail address is required.

CERTIFICATION REGARDING ABILITY TO OBTAIN REQUIRED INSURANCE

CERTIFICATION REGARDING ABILITY TO OBTAIN REQUIRED INSURANCE

**CERTIFICATION BY BIDDER'S INSURANCE AGENT/BROKER REGARDING BIDDER'S ABILITY TO OBTAIN
REQUIRED INSURANCE COVERAGE AND ENDORSEMENTS**

I hereby certify that my client, as identified below, will be able to meet all of the insurance requirements of Attachment B, has been advised of any additional costs associated with doing so, and has agreed to obtain such coverage and endorsements if selected as the successful bidder of the RFB to which my client has responded:

Project Name and Number: _____

Legal Name of Bidder: _____

Name/Address of Insurance Agency:

Phone: _____ Fax: _____

Email: _____

Name of Agent/Broker (Print): _____

Signature of Agent/Broker: _____

Date of Signature: _____

STANDARD TERMS AND CONDITIONS

STANDARD TERMS AND CONDITIONS

ACCELERATED PAY DISCOUNTS - Accelerated discounts should be so stated on the Signature Page. If quick pay discounts are offered, the City reserves the right to include that discount as part of the award criteria. Prices bid must, however, be based upon payment in net forty-five (45) days after receipt, inspection and acceptance. In all cases, quick pay discounts will be calculated from the date of the invoice or the date of acceptance, whichever is later.

ADA COMPLIANCE

1. The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101 et seq.) and applicable Federal regulations under the Act
<https://www.law.cornell.edu/uscode/text/42/12101>.
2. Bids for design, construction, programs, policies and concessions of any type shall comply with the 2010 Standards for Accessible Design, the ADA title II regulation -
<https://www.ada.gov/regs2010/2010ADAStandards/2010ADAstandards.htm>, Section 504 of the 1973 Rehabilitation Act
<https://www.ada.gov/cguide.htm#anchor65610>, and similar statutes and regulations prohibiting discrimination on the basis of disability.
3. The Contractor shall ensure that its websites and all online services, including those websites or online services provided by third parties upon which Marshalltown relies to provide services or content, comply with, at minimum, Web Content Accessibility Guidelines - WCAG 2.0 AA.
4. It is the responsibility of the Contractor to understand and implement the Accessible Design specifications indicated above (Article 26.1 and 26.2) into all applicable construction projects, including being aware of and making considerations for expected field or manufacturing tolerances, as stated in article 104.1.1 of the 2010 ADA Standards for Accessible Design. Further, the Contractor shall be responsible to make the construction workers aware of the specifications and tolerances in projects that involve ADA design items. Any subsequent inspection of installations of facilities or construction that results in failure to meet the Accessible Design parameters, these items shall be removed and replaced at the expense of the Contractor.
5. Required Adherence to 2010 ADA Standards for Accessible Design:
All work completed on any City of Marshalltown project will require strict adherence to the 2010 ADA Standards for Accessible Design. All aspects of the ADA codes for accessibility compliance will be monitored, audited and will require acceptance from the City of Marshalltown's ADA Accessibility Team via field audit, verification and documentation prior to any work being accepted or eligible for payment. Notice should be provided to the ADA Accessibility Team no less than two weeks prior to expected substantial completion so field audits can be scheduled and performed in a timely fashion. Failure to schedule these audits by the Contractor may result in delays in verifications and payment for completed work. After the audit is completed, the Contractor shall receive written notification of any failures requiring correction or a letter stating that the project is acceptable, whichever may apply. All ADA compliance work will be audited using a 2' (2 foot long) electronic inclinometer (2' electronic level) only. No other instrument will be an acceptable tool for measurement of slope on a City of Marshalltown Construction Project. ADA compliance requirements provide no construction tolerance whatsoever outside of that which is contained within the specification's allowable tolerances. (i.e.: For cross slope in an accessible route, the maximum slope allowed is 2.083% slope. The tolerance in this example is 0-2.083% and nothing more. 2.1% would constitute failure in this scenario.)

ASSIGNMENT - The City and the Contractor each is hereby bound and the partners, successors, executors, administrators and legal representatives of the City and the Contractor are hereby bound to the other Party to the Contract and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other Party, in respect of all covenants, agreements and obligations of the Contract. Any assignment or attempt at assignment made without prior written consent of the City shall be void.

BID CURRENCY/LANGUAGE - All bid prices shall be shown in US Dollars (\$). All prices must remain firm for the duration of the contract regardless of the exchange rate. All bid responses must be submitted in English.

BID FORM - Each Bidder must submit an original bid and additional copies as required on the forms attached. The Bidder shall correctly sign the bid, and the bid may be rejected if it shows any omissions, alterations of the form, additions not called for in the bid, or any irregularities of any kind. In case of a discrepancy between the unit price and the extended price, the unit price shall prevail.

BID INFORMATION IS PUBLIC - All documents submitted with any bid shall become public documents and subject to Iowa Code Chapter 22, which is otherwise known as the "Iowa Open Records Law". By submitting any document to the City of Marshalltown in connection with a bid, the submitting party recognizes this and waives any claim against the City of Marshalltown and any of its officers and employees relating to the release of any document or information submitted. Each submitting party shall hold the City of Marshalltown and its officers and employees harmless from any claims arising from the release of any document or information made available to the City of Marshalltown arising from any opportunity. Bid information requested by the public or other bidders will be provided in an alternative format if the requestor is a person with a disability and requires an alternative form for comprehension.

BID REJECTION OR PARTIAL ACCEPTANCE - The City reserves the right to accept or reject any or all bids or parts thereof. The City further reserves the right to waive technicalities and formalities in bids, as well as to accept in whole or in part such bids where it is deemed advisable in protection of the best interests of the City.

CONFLICT OF INTEREST - Contractor represents, warrants, and covenants that no relationship exists or will exist during the Contract period between the Contractor and the City that is a conflict of interest. No employee, officer or agent of the Contractor shall participate in the selection or in the award if a conflict of interest, real or apparent, exists. The provisions of Iowa Code ch. 68B shall apply to the

Contract. If a conflict of interest is proven to the City, the City may terminate the Contract, and Contractor shall be liable for any excess costs to the City as a result of the conflict of interest. The Contractor shall establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by the desire for private gain for themselves or others with whom they have family, business, or other ties. The Contractor shall report any potential, real, or apparent conflict of interest to the City.

DISPUTES - Should any disputes arise with respect to the Contract; the Parties agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute and the City shall continue to make payment for all work properly performed. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the City or the Contractor as a result of such failure to proceed shall be borne by the Contractor. The unintentional delayed payment by the City to the Contractor of one or more invoices not in dispute in accordance with the terms of the Contract will not be cause for Contractor to stop or delay Work.

FOB POINT AND FREIGHT/DELIVERY CHARGES - The FOB point, in terms of loss or damage, as well as where title to the goods is passed, shall be FOB-Destination. Freight/delivery charges are to be included in the quoted price of the goods, rather than as a separate line item.

FORCE MAJEURE - Force majeure shall be any of the following events: acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act therefore; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; or any other cause, whether or not of the class or kind specifically named or referred to herein, not within the reasonable control of the Party affected. A delay in or failure of performance of either Party shall not constitute a default hereunder nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure. The Party who is prevented from performing by force majeure shall be obligated, within a period not to exceed fourteen (14) days after the occurrence or detection of any such event, to give notice to the other Party setting forth in reasonable detail the nature thereof and the anticipated extent of the delay, and shall remedy such cause as soon as reasonably possible, as mutually agreed between the Parties.

INDEMNIFICATION - The Contractor shall, and hereby agrees to, protect, defend, indemnify and hold harmless the City of Marshalltown, its officers and employees from any and all claims, settlements, judgments, and damages of every kind and nature made, to include all costs associated with the investigation and defense of any claim, rendered or incurred by or on behalf of the City, its officers, and employees, that may arise, occur, or grow out of any errors, omissions, or acts, done by the Contractor, its employees, or any independent Contractors working under the direction of either the Contractor in the performance of the Contract.

LAWS AND REGULATIONS - The Contract shall be governed, interpreted and enforced in accordance with all applicable federal, State of Iowa, and local laws, ordinances, licenses and regulations of a governmental body having jurisdiction and shall apply to the Contract throughout, as the case may be. The Contractor certifies that in performing the Contract they will comply with all applicable provisions of the federal, state, and local laws, regulations, rules, and orders.

METHOD OF AWARDING - The City reserves the right to make awards based on the entire bid or on an item by item basis. However if Contractor's bid is based on an "all or none" condition, the City may consider their bid non-responsive and reject the entire bid.

NO GIFT STANDARD - The City of Marshalltown is committed to upholding the highest ethical standards in all of its business practices. This standard recognizes the need to avoid even the perception of improper gifts or favors to employees. Therefore, all suppliers have been asked to abide by the City's "No Gift" standard. The "No Gift" standard also applies to all offers of discounts or free items at any place of business targeted toward a City employee and not available to the general public, regardless of the value.

NON-COLLUSION STATEMENT - Neither the Contractor, nor anyone in the employment of the Contractor, has employed any person to solicit or procure the Contract nor will the Contractor make any payment or agreement for payment of any compensation in connection with the Contract. There is no contract, agreement or arrangement, either oral or written, expressed or implied, contemplating any division of compensation for Work rendered under the Contract or participation therein, directly or indirectly, by any other person, firm or corporation, except as documented in the Contract. Neither the Contractor, nor anyone in the employment of the Contractor, has either directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive procurement in connection with the Contract.

NON-DISCRIMINATION AND EQUAL OPPORTUNITY - All Contractors that engage in contracts with the City of Marshalltown, Iowa agree as follows: The Contractor will not discriminate against any employee or applicant for employment because of race, sex, color, creed, ancestry, national origin, marital status, families with children, religion, age, disability, sexual orientation, gender identity, genetic information, status with regard to public assistance, status as a veteran or any classification protected by federal, state, or local law, (Protected Classes) except where age and sex are essential bona fide occupational requirements, or where disability is a bona fide occupational disqualification. Such action shall include, but not be limited to the following; (a) Employment, (b) Upgrading, (c) Demotion or transfer, (d) Recruitment and advertising, (e) Layoff or termination, (f) Rate of pay or other forms of compensation, and (g) Selection for training, including apprenticeship. The Contractor further assures that managers and employees comply with both the spirit and intent of federal, state, and local legislation, government regulation, and executive orders in providing affirmative action as well as equal opportunity without regard to the protected classes, as stated above. The Contractor will include, or incorporate by reference, the provisions of the nondiscrimination clause in every contract or subcontract unless exempt by the rules, regulations or orders of the City's Affirmative Action Program and will provide in every contract or subcontract that said provision will be binding upon each Contractor.

REGULATORY AGENCY COMPLIANCE - Compliance with laws and regulations set forth by regulatory agencies is required. These agencies include, but are not limited to, OSHA – Occupational Safety & Health Agency, EPA – Environmental Protection Agency, ICC – Interstate Commerce Commission, DNR – Department of Natural Resources, and DOT – Department of Transportation. The City of Marshalltown expects that Contractors will offer expertise on conformance of regulations applying to the products they sell and the work they perform.

RIGHT TO PROTEST - Anyone wishing to file a protest concerning (1) the specifications, (2) the bid procedure or (3) the award of the contract must do so in writing in accordance with the City's Protest Procedure which is posted on the City's website at

SAFETY DATA SHEETS - The Hazard Communication Standard (HCS) requires chemical manufacturers, distributors, and importers to ensure that each container of hazardous chemicals leaving the workplace is labeled, tagged, or marked and to provide Safety Data Sheets (SDS) to communicate the hazards of hazardous chemical products. It is the chemical supplier's responsibility to determine which products are covered and to provide SDS with the initial shipment. It is also the chemical supplier's responsibility to provide any updated or revised SDS, as they become available for any products sold and delivered to the City of Marshalltown. City of Marshalltown employees shall not accept a shipment of any chemical that does not have a SDS attached or currently on file. Safety Data Sheets shall be available in alternative formats if the requestor is a person with a disability and requires an alternative format for comprehension.

SUBCONTRACTING - The Work relating to this Project, or any portion thereof, may not be subcontracted without written approval from the City. All approved Subcontractors shall be listed in the resulting contract or in a written amendment to the contract.

SPECIFICATIONS - Unless otherwise stated, every item provided in response to this Request for Bid shall be new, unused, and of current model under standard production by the manufacturer. Items shall be furnished complete with standard equipment and accessories as listed in the manufacturer's printed literature. Remanufactured, used, demonstrator models or refurbished items will not be accepted.

SUSPENSIONS AND DEBARMENT - The Contractor hereby certifies, pursuant to 2 CFR pt. 180 and 2 CFR pt. 3000, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Contract by any federal agency. The Contractor further certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contracts with the City of Marshalltown or the State of Iowa.

TAXES - The City of Marshalltown is exempt from sales tax and certain other use taxes. Any charges for taxes from which the City is exempt will be deducted from invoices before payment is made. The Marshalltown Tax ID number is .

TERMINATION OF CONTRACT FOR CONVENIENCE - The City may terminate the Contract at any time by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least thirty (30) calendar days before the effective date of such termination. In that event, all finished or unfinished Work, reports, materials(s) prepared or furnished by the Contractor under the Contract shall, at the option of the City, become its property. If the Contract is terminated by the City as provided herein, the Contractor shall be paid for all Work which has been authorized, provided, and approved up to the effective date of termination. The City will not be subject to any termination fees from the Contractor.

TERMINATION FOR CAUSE AND DEFAULT - If through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations or if the Contractor shall violate any of the terms or conditions of the Contract, the City shall thereupon have the right to terminate the Contract by giving written notice to the Contractor of such termination and specifying the effective date of termination. In that event, and as of the time notice is given by the City, all completed Work, reports, and delivered materials shall, at the option of the City, become its property, and the Contractor shall be entitled to receive compensation for any satisfactory Work completed. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damage sustained by the City by virtue of breach of the Contract by the Contractor and the City may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the City are determined.

WARRANTIES - GOODS - The Contractor warrants that all articles, materials and goods shall be consistent with manufacturer's specifications and will be free from defects. Without limitation of any rights which the City may have by reason of any breach of warranty, goods which are not as warranted may be returned at Contractor's expense within thirty (30) days after delivery, for either credit or replacement, as the City may direct without additional charge to the City.

WARRANTIES - WORK - The Contractor shall perform Work for the City pertaining to the Project as set forth in the Contract. Contractor represents that the Work and all of its components shall be free of defects; shall be performed in a manner consistent with other Contractors in a similar industry and application; and shall conform to the requirements of the Contract.

Contractor shall be responsible for the quality, technical accuracy, completeness and coordination of all Work performed under the Contract. Contractor shall, promptly and without charge, provide all corrective Work necessary as a result of Contractor's acts, errors, or omissions with respect to the quality and accuracy of the Work.

Contractor shall be responsible for any and all damages to property or persons as a result of Contractor's acts, errors, or omissions, and for any losses or costs to repair or remedy any Work undertaken by City based upon the Work as a result of any such acts, errors, or omissions.

Contractor's obligations shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of City or Contractor.

WARRANTIES - INTELLECTUAL PROPERTY - Contractor represents and warrants that all the materials, goods and work produced, or provided to the City pursuant to the terms of the Contract shall be wholly original with the Contractor or that the Contractor has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such materials, goods and work. The Contractor represents and warrants that the materials, goods and work, and the City's use of same, and the exercise by the City of the rights granted by the Contract shall not infringe upon any other work or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm, or corporation. Contractor further represents and warrants that the materials and works do not infringe upon the copyright, trademark, trade name, trade dress patent, statutory, common law or any other rights of any person, firm or corporation or other entity. The Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the goods and work contemplated by the Contract.

IOWA 2024 CDBG MANAGEMENT GUIDE APPENDIX 2

REQUIRED CONTRACT PROVISIONS

Required Contract Provisions



REQUIRED CONTRACT LANGUAGE AND PROVISIONS

All project contracts shall contain at a minimum the following provisions, as appropriate.

ALL CONTRACTS

1. Access and Maintenance of Records

The contractor must maintain records, including supporting documentation, for the greater of three years after the date the Recipient is notified that the State CDBG contract has been closed with HUD..

At any time during normal business hours and as frequently as is deemed necessary, the contractor shall make available to the Iowa Economic Development Authority, the State Auditor, the General Accounting Office, and the Department of Housing and Urban Development, for their examination, all of its records pertaining to all matters covered by this contract and permit these agencies to audit, examine, make excerpts or transcripts from such records, contract, invoices, payrolls, personnel records, conditions of employment, and all other matters covered by this contract.

2. Civil Rights

The Contractor must comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (P.L. 88-352).
States that no person may be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance on the basis of race, color, or national origin.
- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended.
- Federal Executive Order 11063, as amended by Executive Order 12259
Equal Opportunity Housing
- Iowa Civil Rights Act of 1965.
This Act mirrors the Federal Civil Rights Act.
- Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309).
Provides that no person shall be excluded from participation in, denied the benefits of, or subjected to discrimination on the basis of race, color, national origin, sex, age, or handicap under any program or activity funded in part or in whole under Title I of the Act.
- The Age Discrimination Act of 1975, as amended (42 U.S.C. 1601 et seq.)
Provides that no person on the basis of age, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- Section 504 of the Rehabilitation Act of 1973, as amended (P.L. 93-112, 29 U.S.C. 794).
Provides that no otherwise qualified individual shall solely by reason of his/her handicap be excluded from participation in, be denied the benefits of, or be discriminated against under any program or activity receiving Federal financial assistance.
- Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213)
Provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

- Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

The purpose of section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (section 3) is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

3. Termination Clause

All contracts utilizing CDBG funds must contain a termination clause that specifies the following:

- Under what conditions the clause may be imposed.
- The form the termination notice must take (e.g., certified letter).
- The time frame required between the notice of termination and its effective date.
- The method used to compute the final payment(s) to the contractor.

4. Certification regarding government-wide restriction on lobbying.

All contracts utilizing CDBG funds must contain the following certification concerning restriction of lobbying:

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

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.
- iii. The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

5. Lead-Safe Housing Regulations (As applicable)

24 CFR Part 35 et. al.

Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Properties and Housing Receiving Federal Assistance, Final Rule

6. Recycled Materials

The contractor agrees to comply with all the requirements of Code of Iowa chapter 8A.315-317 and Iowa Administrative Code chapter 11-117.6(5) — Recycled Product and Content which states:

When appropriate, specifications shall include requirements for the use of recovered materials and products.

The specifications shall not restrict the use of alternative materials, exclude recovered materials, or require performance standards that exclude products containing recovered materials unless the subrecipient seeking the product can document that the use of recovered materials will impede the intended use of the product.

7. Notice of Awarding Agency Requirements and Regulations Pertaining to Reporting

The Contractor must provide information as necessary and as requested by the Iowa Economic Development Authority for the purpose of fulfilling all reporting requirements related to the CDBG program.

8. Build America, Buy America Requirements

The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

ALL CONTRACTS IN EXCESS OF \$10,000

Federal Executive Orders 11246 and 11375:

Provides that no one be discriminated in employment.

"During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of the Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as

provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (7) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

ALL CONTRACTS IN EXCESS OF \$100,000

Clean Air and Water Acts:

- Section 306 of the Clean Air Acts (42 U.S.C. 1857(h)).
- Section 508 of the Clean Water Act (33 U.S.C. 1368).
- Executive Order 11738. *Providing administration of the Clean Air and Water Acts*

Clean Air and Water Acts - required clauses:

This clause is required in all third party contracts involving projects subject to the Clean Air Act (42 U.S.C. 1857 et seq.), the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), and the regulations of the Environmental Protection Agency with respect to 40 CFR Part 15, as amended. It should also be mentioned in the bid document.

During the performance of this contract, the CONTRACTOR agrees as follows:

- (1) The CONTRACTOR will certify that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the Excluded Party Listing System pursuant to 40 CFR 32.
- (2) The CONTRACTOR agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- (3) The CONTRACTOR agrees that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the Excluded Party Listing System.
- (4) The CONTRACTOR agrees that it will include or cause to be included the criteria and requirements in Paragraph (1) through (4) of this section in every nonexempt subcontract and require every subcontractor to take such action as the Government may direct as a means of enforcing such provisions.

ALL CONSTRUCTION CONTRACTS IN EXCESS OF \$2,000

Federal Labor Standards

In addition to the preceding provisions, all construction contracts in excess of \$2,000 must include the Federal Labor Standards Provisions (verbatim) found in Appendix 2 under Required Contract Provisions. (Housing rehabilitation contracts of less than 8 units are excluded from this requirement.)

Federal Labor Standards Provisions (verbatim) found in Appendix 2, including:

- Davis-Bacon and Related Acts
- Contract Work Hours and Safety Standard Act
- Copeland Anti-kickback Act

**IOWA 2022 CDBG MANAGEMENT GUIDE APPENDIX 8, SECTION
3 LANGUAGE FOR PROCUREMENT DOCUMENTS AND
CONTRACTS**

SECTION 3 LANGUAGE FOR PROCUREMENT DOCUMENTS AND CONTRACTS

(This language is to be included in all procurement documents/solicitations and all covered contracts)

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

C. The contractor agrees to post copies of a notice advising workers of the Contractor's commitments under Section 3 in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to provide written notice of employment and contracting opportunities to all known Section 3 Workers and Section 3 Businesses.

E. The contractor agrees to employ, to the greatest extent feasible, Section 3 workers or provide written justification to the recipient that is consistent with 24 CFR Part 75, describing why it was unable to meet minimum numerical Section 3 Worker hours goals, despite its efforts to comply with the provisions of this clause.

F. The contractor agrees to maintain records documenting Section 3 Workers that were hired to work on previous Section 3 covered projects or activities that were retained by the contractor for subsequent Section 3 covered projects or activities.

G. The contractor agrees to post contract and job opportunities to the Opportunity Portal and will check the Business Registry for businesses located in the project area.

H. The contractor agrees to include compliance with Section 3 requirements in every subcontract for Section 3 projects as defined in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

I. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.

J. The contractor will certify that they have followed prioritization of effort in 24 CFR part 75.19 for all employment and training opportunities. The contractor will further certify that it meets or exceeds the applicable Section 3 benchmarks, defined in 24 CFR Part 75.23, and if not, shall describe in detail the qualitative efforts it has taken to pursue low- and very low-income persons for economic opportunities.

K. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

Section 3 Business Concerns are encouraged to respond to this proposal. A Section 3 Business Concern is one that satisfies one of the following requirements:

1. It is at least 51 percent owned and controlled by low- or very low-income persons;
2. Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 Workers*; or
3. It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

* A Section 3 Worker is defined as any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:

1. The worker's income for the previous or annualized calendar year is below the applicable income limit established by HUD;
2. The worker is employed by a Section 3 business concern; or
3. The worker is a YouthBuild participant.

Businesses that believe they meet the Section 3 criteria are encouraged to register as a Section 3 Business through HUD's website: <https://portalapps.hud.gov/Sec3BusReg/BRegistry/RegisterBusiness>

ADDITIONAL PROVISIONS FOR PROJECTS UTILIZING FEDERAL FUNDING (CDBG)

Additional Provisions for Projects Utilizing Federal Funding (CDBG)

NOTICE: THIS IS A FEDERALLY FUNDED PROJECT

AWARDING AGENCY. The City of Marshalltown is utilizing funding provided through the US Department of Housing and Urban Development (HUD) and the State of Iowa Economic Development Authority (IEDA).

Therefore all provisions of the Federal Code of Regulations, Title 24 (CFR24) Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments apply to this Project.

Federal Law requires that contracts relating to the Project include certain provisions of CFR Title 24 Part 85.36 (h, i) Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments. Depending upon the type of work or services provided and the dollar value of the Project, some of the provisions set forth in CFR Title 24 may not apply to the Contractor or to the work or services to be provided hereunder; however, the provisions are nonetheless set forth to cause this Project to comply with Federal Law.

This Project will be in strict compliance with program requirements of the Awarding Agency and of CFR Title 24 Part 85.36 (i & h).

- (1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)

Reference Sections titled *Termination, City's Right to Withhold, Disputes, and Warranties.*

- (2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Reference Section titled *Termination.*

- (3) Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees)

Reference Section titled *Non Discrimination and Equal Opportunity.*

- (4) Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and subgrants for construction or repair)
- (5) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and subgrantees when required by Federal grant program legislation)
- (6) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)
- (7) Notice of awarding agency requirements and regulations pertaining to reporting.
- (8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
- (9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.
- (10) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- (11) Retention of all required records for five years after the terms of affordability as established by the City.

The City's requirement is 5 years; reference Section titled *Treatment of Documents.*

- (12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and

Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)

- (13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

BONDING REQUIREMENTS

For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold (\$100,000), the awarding agency may accept the bonding policy and requirements of the grantee (State of Iowa) or subgrantee (City of Marshalltown) provided the awarding agency has made a determination that the awarding agency's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

- (1) A bid guarantee from each bidder equivalent to five percent (5%) of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
(In compliance with State Law, the City of Marshalltown will require a five percent (5%) bid bond.)
- (2) A performance bond on the part of the contractor for 100 percent (100%) of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
(In compliance with State Law, the City of Marshalltown will require a performance bond for contracts exceeding \$25,000.)
- (3) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.
(In compliance with State Law, the City of Marshalltown will require a payment bond for contracts exceeding \$25,000.)

CERTIFICATIONS

The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders when providing Deliverables under this Contract, including without limitation, all laws that pertain to the prevention of discrimination in employment and in the provision of services. Failure to comply with this provision may cause this contract to be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for future contracts or be subject to other sanctions as provided by law or rule. The Contractor, its employees, agents and subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under this Contract. If all or a portion of the funding used to pay for the Deliverables is being provided through a grant from the Federal Government, Contractor acknowledges and agrees that pursuant to applicable federal laws, regulations, circulars and bulletins, the awarding agency of the Federal Government reserves certain rights including, without limitation a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes, the Deliverables developed under this Contract and the copyright in and to such Deliverables.

The Contractor expressly acknowledges that the contracted Deliverables are subject to legislative change by either the federal or state government. Should either legislative body enact measures which alter the project, the Contractor shall not hold the City liable in any manner for the resulting changes. The City shall use best efforts to provide thirty (30) days' written notice to the Contractor of any legislative change. During the thirty (30)-day period, the parties shall meet and make a good faith effort to agree upon changes to the Contract to address the legislative change. Nothing in this Subsection shall affect or impair IEDA's right to terminate the Contract pursuant to the termination provisions.

Contractor certifies and assures compliance with the applicable orders, laws and implementing regulations, including but not limited to, the following, as modified by the Program Rules, all as may hereafter be modified or amended:

- (1) Financial Management guidelines issued by the U.S. Office of Management and Budget, under Title 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

- (2) Title I of the Housing and Community Development Act of 1974 as amended (42 U.S.C. 5301 et seq.); and regulations which implement these laws, as modified by the waivers and alternative requirements published in the Federal Register on February 13, 2009.
- (3) Title VI of the Civil Rights Act of 1964 as amended (Public Law 88-352; 42 U.S.C. 2000d et seq.); Title VIII of the Civil Rights Act of 1968 as amended (Public Law 90-284; 42 U.S.C. 3601 et seq.); the Iowa Civil Rights Act of 1965; Iowa Code Section 19B.7, and Executive Order #34, dated July 22, 1988; Iowa Code Chapter 216, Presidential Executive Order 11063, as amended by Executive Order 12259; Presidential Executive Order 11246, as amended; Section 504 of the Rehabilitation Act of 1975 as amended (29 U.S.C. 794); the Age Discrimination Act of 1975 as amended (42 U.S.C. 6101 et seq.); the Americans with Disabilities Act, as applicable, (P. L. 101-336, 42 U.S.C. 12101-12213); and related Civil Rights and Equal Opportunity statutes; and regulations which implement these laws.
- (4) Fair Housing Act, Public Law 90-284. The Fair Housing Act is part of Title VIII of the Civil Rights Act of 1968 as amended (42 U.S.C. 3601 et seq.); Section 109 of the Title I of the Housing and Community Development Act of 1974, as amended; Section 3 of the Housing and Urban Development Act of 1968 as amended (12 U.S.C. 1701u); and regulations which implement these laws.
- (5) Department of Housing and Urban Development regulations governing the CDBG program, 24 Code of Federal Regulations, Part 570.
- (6) Section 102 of the Department of Housing and Urban Development Reform Act of 1989 (P.L. 101-235), and implementing regulations.
- (7) Requirements for the Notification, Evaluation, and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Property and Housing Receiving Federal Assistance; Final Rule (24 CFR Part 35, et al.).
- (8) Davis-Bacon Act, as amended (40 U.S.C. 276a - 276a-5), where applicable under Section 110 of the Housing and Community Development Act of 1974, as amended; Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.); the Copeland Anti-Kickback Act (18 U.S.C. 874); the Department of Defense Reauthorization Act of 1986; and regulations which implement these laws.
- (9) National Environmental Policy Act of 1969 and implementing regulations.
- (10) Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (URA)(42 U.S.C. 4601 - 4655) and implementing regulations; Section 104(d) of the Housing and Community Development Act of 1974, as amended, governing the residential anti-displacement and relocation assistance plan; and Section 105(a)(11) of the Housing and Community Development Act of 1974, as amended, governing optional relocation assistance, each as modified and/or waived by the Program Rules.
- (11) Government-wide Restriction on Lobbying Certification [Section 319 of Public Law 101-121] and implementing regulations.
- (12) Fair Labor Standards Act and implementing regulations.
- (13) Hatch Act (regarding political partisan activity and federally funded activities) and implementing regulations.
- (14) Citizen participation, hearing and access to information requirements found under sections 104(a)(2) and 104(a)(3) of Title I of the Housing and Community Development Act of 1974, as modified by the Program Rules.
- (15) Subsection 104(l) of Title I of the Housing and Community Development Act of 1974, as amended, regarding the prohibition of the use of excessive force in nonviolent civil rights demonstrations and the enforcement of state and local laws on barring entrance to or exit from facilities subject to such demonstrations.
- (16) Drug-Free Workplace Act.
- (17) All Federal laws and regulations described in 24 CFR subpart K, except for 24 CFR 570.604 and 24 CFR part 52.

COMPLIANCE WITH ENVIRONMENTAL AND HISTORIC PRESERVATION REQUIREMENTS

Notwithstanding any provision of this Contract, the parties hereto agree and acknowledge that this Contract does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the Contractor of a Release of Funds from the State of Iowa under 24 CFR Part 58 or 24 CFR Part 50. The parties further agree that the provision of funds to the project is conditioned on the State of Iowa's determination to proceed with, modify, or cancel the project based on the

results of a subsequent environmental review. It is further understood that the environmental clearance must be obtained prior to any commitment of funds or the undertaking of any physical or choice-limiting actions, including property acquisition, demolition, movement rehabilitation, conversion, repair or construction. This requirement applies to the Contractor, as well as to any Sub-Contractor or contractor. Any violation of this requirement may result in the denial of funds under this contract. The Contractor shall comply with the Programmatic Agreement between the Iowa Department of Economic Development and the Iowa State Historical Preservation Office, applicable to any activities included in this Contract.

CIVIL RIGHTS

(1) DISCRIMINATION IN EMPLOYMENT

The Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, religion, sex, national origin, age, or physical or mental disability. The Contractor may take affirmative action to ensure that applicants are employed and that employees are treated without regard to their race, color, religion, sex, national origin, age, or disability. Such action shall include but may not be limited to the following: employment, upgrading, demotion or transfers; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including an apprenticeship. The Contractor agrees to post notices setting forth the provisions of the nondiscrimination clause in conspicuous places so as to be available to employees.

(2) CONSIDERATION FOR EMPLOYMENT

The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, disability, or familial status. Solicitation and Advertisement - The Contractor shall list all suitable employment openings in the State Employment Service local offices.

(3) CIVIL RIGHTS COMPLIANCE IN EMPLOYMENT

The Contractor shall comply with all relevant provisions of the Iowa Civil Rights Act of 1965 as amended, Iowa Code Section 19B.7, Federal Executive Order 11246, as amended; Title VI of the U.S. Civil Rights Act of 1964 as amended (42 U.S.C. Section 2000d et seq.), the Fair Labor Standards Act (29 U.S.C. Section 201 et seq.), The Americans with Disabilities Act, as applicable, (P.L. 101-336, 42 U.S.C. 12101-12213), Section 504 of the Rehabilitation Act of 1975 as amended (29 U.S.C. Section 794), and the Age Discrimination Act of 1975 as amended (42 U.S.C. Section 6101 et seq.). The Contractor will furnish all information and reports requested by the State of Iowa or required by or pursuant to the rules and regulations thereof and will permit access to payroll and employment records by the State of Iowa to investigate compliance with these rules and regulations.

(4) CERTIFICATION REGARDING GOVERNMENT-WIDE RESTRICTION ON LOBBYING

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

- a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.
- c) The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-Contractors shall certify and disclose accordingly.
- d) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required

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

(5) **PROGRAM NONDISCRIMINATION**

The Contractor shall conform with requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and HUD regulations issued pursuant thereto contained in 24 CFR Part 1. No person in the United States shall on the basis of race, color, national origin, sex or religion or religious affiliation be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or Work funded in whole or in part with funds made available through this Contract. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et. seq.) or with respect to an otherwise qualified individual with a disability as provided in the Americans with Disabilities Act, as applicable, (P.L. 101-336, 42 U.S.C. 12101-12213) or Section 504 of the Rehabilitation Act of 1975 (29 U.S.C. Section 794) shall also apply to any such program or Work.

(6) **FAIR HOUSING**

The Contractor shall comply with Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), generally known as the Fair Housing Act, and with HUD regulations found at 24 CFR Part 107, issued in compliance with Federal Executive Order 11063, as amended by Federal Executive Order 12259. The Contractor shall also comply with Section 109, Title I of the Housing and Community Development Act of 1974, as amended.

(7) **SECTION 3 COMPLIANCE**

The Contracted Party will comply with Section 3 of the Housing and Urban Development Act of 1968, and with the requirements of 24 CFR Part 75.19 requiring that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project area be awarded to eligible business concerns which are located in, or owned in substantial part by persons residing in the area of the project. Full Section 3 compliance requirements include submission of a Project Worker List, Labor Hours Form, Section 3 Worker Forms, Section 3 Business Concern Form, Monthly Reporting Form, and Project Completion Form as described within the **City of Marshalltown Section 3 Plan**. The full plan will be distributed upon request or to anyone that is contracted or subcontracted as part of a Section 3 covered project. The Section 3 Clause is specifically incorporated into this agreement and must be included in all contract and sub-contracts.

(8) **NONCOMPLIANCE WITH THE CIVIL RIGHTS LAWS**

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the aforesaid rules, regulations, or requests, this Contract may be canceled, terminated, or suspended either wholly or in part. In addition, the State of Iowa may take further action, imposing other sanctions and invoking additional remedies as provided by the Iowa Civil Rights Act of 1965 (Chapter 216, Code of Iowa 2007) or as otherwise provided by law.

(9) **INCLUSION IN SUBCONTRACTS**

The Contractor will include the provisions of the preceding paragraphs 1-8 (Civil Rights) in every subcontract unless exempt by the State of Iowa, and said provisions will be binding on each subcontractor. The Contractor will take such action with respect to any subcontract as the State of Iowa may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event the Contractor becomes involved in or is threatened by litigation with a subcontractor or vendor as a result of such direction by the State of Iowa, the Contractor may request the State of Iowa to enter into such litigation to protect the interests of the State of Iowa.

HUD-4010 FEDERAL LABOR STANDARDS PROVISIONS

A. APPLICABILITY

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

1. Minimum wages and fringe benefits

- i. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in 29 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of these contract clauses; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under 29 CFR 5.5(a)(1)(iii)) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii. Frequently recurring classifications

A. In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to 29 CFR 5.5(a)(1)(iii), provided that:

1. The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
 2. The classification is used in the area by the construction industry; and
 3. The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.
- B.** The Administrator will establish wage rates for such classifications in accordance with 29 CFR 5.5(a)(1)(iii)(A)(3). Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

iii. Conformance

A. The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be

classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 2. The classification is used in the area by the construction industry; and
 3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- B.** The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.
- C.** If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- D.** In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- E.** The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 CFR 5.5 (a)(1)(iii)(C) and (D). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5 (a)(1)(iii)(C) or (D) must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

iv. Fringe benefits not expressed as an hourly rate

Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

v. Unfunded plans

If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in 29 CFR 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

- vi. Interest** In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding

i. Withholding requirements

The U. S. Department of Housing and Urban Development may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in 29 CFR 5.5(a) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in 29 CFR 5.5(a)(3)(iv), HUD may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

ii. Priority to withheld funds

The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- A. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- B. A contracting agency for its procurement costs;
- C. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- D. A contractor's assignee(s);
- E. A contractor's successor(s); or
- F. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

3. Records and certified payrolls

i. Basic record requirements

A. Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

B. Information required Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

C. Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) that the wages of any laborer or mechanic include the amount of any

costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

D. Additional records relating to apprenticeship Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

ii. Certified payroll requirements

A. Frequency and method of submission The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to HUD if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system

B. Information required The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i)(B), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

C. Statement of Compliance Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

1. That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5 (a)(3)(i), and such information and records are correct and complete;
2. That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly

from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.
 - D. **Use of Optional Form WH-347** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the “Statement of Compliance” required by 29 CFR 5.5(a)(3)(ii)(C).
 - E. **Signature** The signature by the contractor, subcontractor, or the contractor’s or subcontractor’s agent must be an original handwritten signature or a legally valid electronic signature.
 - F. **Falsification** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.
 - G. **Length of certified payroll retention** The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iii. **Contracts, subcontracts, and related documents** The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iv **Required disclosures and access**
- A. **Required record disclosures and access to workers** The contractor or subcontractor must make the records required under 29 CFR 5.5(a)(3)(i)–(iii), and any other documents that HUD or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of HUD or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.
 - B. **Sanctions for non-compliance with records and worker access requirements** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.
 - C. **Required information disclosures** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to HUD if the agency is a party to

the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity

i. Apprentices

- A. Rate of pay** Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- B. Fringe benefits** Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.
- C. Apprenticeship ratio** The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CFR 5.5(a)(4)(i)(A), must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- D. Reciprocity of ratios and wage rates** Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

- ii Equal employment opportunity** The use of apprentices and journeymen under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5 Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6 Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Department of Housing and Urban Development may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

7 Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8 Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9 Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

i. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

iii. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11 Anti-retaliation It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5; or

iv. Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.

B. Contract Work Hours and Safety Standards Act (CWHSSA)

The Agency Head must cause or require the contracting officer to insert the following clauses set forth in 29 CFR 5.5(b)(1), (2), (3), (4), and (5) in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must

be inserted in addition to the clauses required by 29 CFR 5.5(a) or 4.6. As used in this paragraph, the terms “laborers and mechanics” include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in 29 CFR 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1), in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR 5.5(b)(1).

3. Withholding for unpaid wages and liquidated damages

i. Withholding process The U.S Department of Housing and Urban Development or the recipient of Federal assistance may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in 29 CFR 5.5(b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

ii Priority to withheld funds The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- A.** A contractor’s surety(ies), including without limitation performance bond sureties and payment bond sureties;
- B.** A contracting agency for its procurement costs;
- C.** A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor’s bankruptcy estate;
- D.** A contractor’s assignee(s);
- E.** A contractor’s successor(s); or
- F.** A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss,

due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

- 5 Anti-retaliation** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
- i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR part 5;
 - ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR part 5;
 - iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or
 - iv. Informing any other person about their rights under CWHSSA or 29 CFR part 5.
- C. CWHSSA required records clause** In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.
- D. Incorporation of contract clauses and wage determinations by reference** Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.
- E. Incorporation by operation of law** The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

F. HEALTH AND SAFETY

The provisions of this paragraph (F) are applicable where the amount of the prime contract exceeds **\$100,000**.

1. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
2. The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.
3. The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

WAGE RATE DETERMINATION

"General Decision Number: IA20250081 01/03/2025

Superseded General Decision Number: IA20240081

State: Iowa

Construction Types: Heavy and Highway

Counties: Adair, Adams, Allamakee, Appanoose, Audubon, Benton, Black Hawk, Boone, Bremer, Buchanan, Buena Vista, Butler, Calhoun, Carroll, Cass, Cedar, Cerro Gordo, Cherokee, Chickasaw, Clarke, Clay, Clayton, Clinton, Crawford, Dallas, Davis, Decatur, Delaware, Des Moines, Dickinson, Dubuque, Emmet, Fayette, Floyd, Franklin, Fremont, Greene, Grundy, Guthrie, Hamilton, Hancock, Hardin, Harrison, Henry, Howard, Humboldt, Ida, Iowa, Jackson, Jasper, Jefferson, Johnson, Jones, Keokuk, Kossuth, Lee, Linn, Louisa, Lucas, Lyon, Madison, Mahaska, Marion, Marshall, Mills, Mitchell, Monona, Monroe, Montgomery, Muscatine, O'Brien, Osceola, Page, Palo Alto, Plymouth, Pocahontas, Polk, Pottawattamie, Poweshiek, Ringgold, Sac, Shelby, Sioux, Story, Tama, Taylor, Union, Van Buren, Wapello, Warren, Washington, Wayne, Webster, Winnebago, Winneshiek, Woodbury, Worth and Wright Counties in Iowa.

HIGHWAY CONSTRUCTION PROJECTS and HEAVY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
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If the contract was awarded on:	Executive Order 13658
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or between January 1, 2015 and generally applies to the
 January 29, 2022, and the contract.
 contract is not renewed or The contractor must pay all
 extended on or after January covered workers at least
 30, 2022: \$13.30 per hour (or the
 applicable wage rate listed
 on this wage determination,
 if it is higher) for all
 hours performing on that
 contract in 2025.

The applicable Executive Order minimum wage rate will be
 adjusted annually. If this contract is covered by one of the
 Executive Orders and a classification considered necessary for
 performance of work on the contract does not appear on this
 wage determination, the contractor must still submit a
 conformance request.

Additional information on contractor requirements and worker
 protections under the Executive Orders is available at
<http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date
 0 01/03/2025

SUIA2023-001 02/01/2023

Rates Fringes

BRICKLAYER (BRICKLAYER/STONE MASON)

ZONE 1.....	\$ 34.00	17.62
ZONE 2.....	\$ 34.00	17.62
ZONE 3.....	\$ 34.00	17.62
ZONE 4.....	\$ 32.75	16.09
ZONE 5.....	\$ 29.65	16.09

Carpenter & Piledrivermen

ZONE 1.....	\$ 31.27	15.83
ZONE 2.....	\$ 29.80	15.98
ZONE 3.....	\$ 29.68	15.98
ZONE 4.....	\$ 29.20	13.30
ZONE 5**.....	\$ 28.15	11.70

CONCRETE FINISHER

ZONE 1.....	\$ 29.55	13.10
ZONE 2.....	\$ 29.55	13.10
ZONE 3.....	\$ 29.55	13.10
ZONE 4.....	\$ 27.70	9.20
ZONE 5.....	\$ 26.65	9.20

ELECTRICIAN (STREET AND
HIGHWAY LIGHTING AND TRAFFIC
SIGNALS)

ZONE 1, 2, AND 3.....	\$ 36.40	14.80
ZONE 4.....	\$ 35.10	13.80
ZONE 5.....	\$ 33.45	13.05

IRONWORKER (SETTING OF
STRUCTURAL STEEL)

ZONE 1.....	\$ 32.25	14.85
ZONE 2.....	\$ 30.16	15.30
ZONE 3.....	\$ 30.16	15.45
ZONE 4.....	\$ 28.00	14.50
ZONE 5**	\$ 26.15	13.70

LABORER

ZONE 1, 2 AND 3		
GROUP A.....	\$ 24.82	12.01
GROUP AA.....	\$ 27.20	12.01
GROUP B.....	\$ 22.97	12.01
GROUP C.....	\$ 19.89	12.01
ZONE 4		
GROUP A.....	\$ 23.12	11.32
GROUP AA.....	\$ 25.12	11.32
GROUP B.....	\$ 21.55	11.32
GROUP C.....	\$ 18.92	11.32
ZONE 5		
GROUP A.....	\$ 23.52	9.87
GROUP AA.....	\$ 25.52	9.87
GROUP B.....	\$ 20.78	9.87
GROUP C.....	\$ 19.93	9.87

POWER EQUIPMENT OPERATOR

ZONE 1		
GROUP A.....	\$ 35.50	16.50
GROUP B.....	\$ 33.95	16.50
GROUP C.....	\$ 31.45	16.50
GROUP D.....	\$ 31.45	16.50
ZONE 2		
GROUP A.....	\$ 35.30	16.50
GROUP B.....	\$ 33.70	16.50
GROUP C.....	\$ 31.15	16.50
GROUP D.....	\$ 31.15	16.50
ZONE 3		
GROUP A.....	\$ 32.50	28.20
GROUP B.....	\$ 30.70	28.20
GROUP C.....	\$ 29.70	28.20
GROUP D.....	\$ 29.70	28.20
ZONE 4		
GROUP A.....	\$ 32.85	16.95
GROUP B.....	\$ 31.71	16.95

GROUP C.....	\$ 29.63	16.95
GROUP D.....	\$ 29.63	16.95
ZONE 5		
GROUP A.....	\$ 30.87	13.25
GROUP B.....	\$ 29.83	13.25
GROUP C.....	\$ 28.10	13.25
GROUP D.....	\$ 27.10	13.25

TRUCK DRIVER (AND PAVEMENT
MARKING DRIVER/SWITCHPERSON)

ZONE 1.....	\$ 26.26	12.59
ZONE 2		
.....	\$ 26.26	12.59
ZONE 3.....	\$ 26.26	12.59
ZONE 4.....	\$ 26.26	9.04
ZONE 5		
.....	\$ 24.50	9.04

ZONE DEFINITIONS

ZONE 1 The Counties of Polk, Warren, and Dallas for all Crafts, and Linn County Carpenters only.

ZONE 2 The Counties of Dubuque for all Crafts and Linn County for all Crafts except Carpenters.

ZONE 3 The Cities of Burlington (including West Burlington), Clinton, Fort Madison, Keokuk, and Middleton (including the Iowa Army Ammunition Plant) and Muscatine (and abutting municipalities of any such cities).

ZONE 4 Story, Black Hawk, Cedar, Jasper, Jones, Jackson, Louisa, Madison, and Marion Counties; Clinton County (except the City of Clinton), Johnson County, Muscatine County (except the City of Muscatine), the City of Council Bluffs, Lee County and Des Moines County.

ZONE 5 All areas of the state not listed above.

LABORER CLASSIFICATIONS - ALL ZONES

GROUP AA - Skilled pipelayer (sewer, water, and conduits) and tunnel laborers; asbestos abatement worker

GROUP A - Carpenter tender on bridges and box culverts; CCTV* sewer inspection operator; curb machine (without a seat); deck hand; diamond & core drills; drill operator on air tracs, wagon drills, and similar drills; form setter/stringman on paving work; gunnite nozzleman; joint sealer kettleman; laser operator; mason tender (brick/stone), powderman tender; powderman/blaster; sign erector; saw operator; {(Zones 4 and 5) Skilled pipelayer (sewer, water, and conduits); tunnel laborer; asbestos abatement worker}. *new labor classification (CCTV: closed circuit television)

GROUP B - Air, gas, electric tool operator; barco hammer; carpenter tender; caulker; chain sawman; compressor (under

400 cfm); concrete finisher tender; concrete processing materials and monitors; cutting torch on demolition; drill tender; dumpmen; electric drills; fence erectors; form line expansion joint assembler; form tamper; general laborer; grade checker; handling and placing metal mesh, dowel bars, reinforcing bars and chairs; hot asphalt laborer; installing temporary traffic control devices; jackhammerman; mechanical grouter; painter (all except stripers); paving breaker; planting trees, shrubs and flowers; power broom (not self-propelled); power buggyman; rakers; rodman (tying reinforcing steel); sandblaster; seeding and mulching; sewer utility topman/bottom man; spaders; stressor or stretcherman on pre or post tensioned concrete; stringman on re/surfacing/no grade control; swinging stage, tagline, or block and tackle; tampers; timberman; tool room men and checkers; tree climber; tree groundman; underpinning and shoring caissons over twelve feet deep; vibrators; walk behind trencher; walk behind paint stripers; walk behind vibrating compactor; water pumps (under three inch); work from bosun chair.

GROUP C - Scale weigh person; traffic control/flagger, surveillance or monitor; water carrier.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS - ALL ZONES

GROUP A - All terrain (off road) forklift; asphalt breakdown roller (vibratory); asphalt laydown machine; asphalt plant; asphalt screed; bulldozer (finish); central mix plant; concrete pump; crane; crawler tractor pulling scraper; directional drill (60,000 (lbs) pullback and above); dragline and power shovel; dredge engineer; excavator (over ½ cu. yd.); front end loader (4 cy and over); horizontal boring machine; master mechanic; milling machine (over 350 hp); motor grader (finish); push cat; rubber tired backhoe (over ½ cu. yd.); scraper (12 cu. yd. and over or finish); Self-propelled rotary mixer/road reclaimer; sidebroom tractor; slipform portland concrete paver; tow or push boat; trenching machine (Cleveland 80 or similar)

GROUP B - Articulated off road hauler, asphalt heater/planer; asphalt material transfer vehicle; asphalt roller; belt loader or similar loader; bulldozer (rough); churn or rotary drill; concrete curb machine; crawler tractor pulling ripper, disk or roller; deck hand/oiler; directional drill (less than 60,000 (lbs) pullback); distributor; excavator (1/2 cu. yd. and under); form riding concrete paver; front end loader (2 to less than 4 cu. yd.); group equipment greaser; mechanic; milling machine (350 hp. and less); paving breaker; portland concrete dry batch plant; rubber tired backhoe (1/2 cu. yd. and under); scraper (under 12 cu. yd.); screening, washing and crushing plant (mobile, portable or stationary); shoulder machine;

skid loader (1 cu. yd. and over); subgrader or trimmer; trenching machine; water wagon on compaction.

GROUP C - Boom & winch truck; concrete spreader/belt placer; deep wells for dewatering; farm type tractor (over 75 hp.) pulling disc or roller; forklift; front end loader (under 2 cu. yd.); motor grader (rough); pile hammer power unit; pump (greater than three inch diameter); pumps on well points; safety boat; self-propelled roller (other than asphalt); self-propelled sand blaster or shot blaster, water blaster or striping grinder/remover; skid loader (under 1 cu. yd.); truck mounted post driver.

GROUP D - Boiler; compressor; cure and texture machine; dow box; farm type or utility tractor (under 75 hp.) pulling disk, roller or other attachments; group greaser tender; light plants; mechanic tender; mechanical broom; mechanical heaters; oiler; pumps (under three inch diameter); tree chipping machine; truck crane driver/oiler.

**** CARPENTERS AND PILEDRIVERMEN, or IRONWORKERS (ZONE 5)**
Setting of structural steel; any welding incidental to bridge or culvert construction; setting concrete beams.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after

award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch

of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

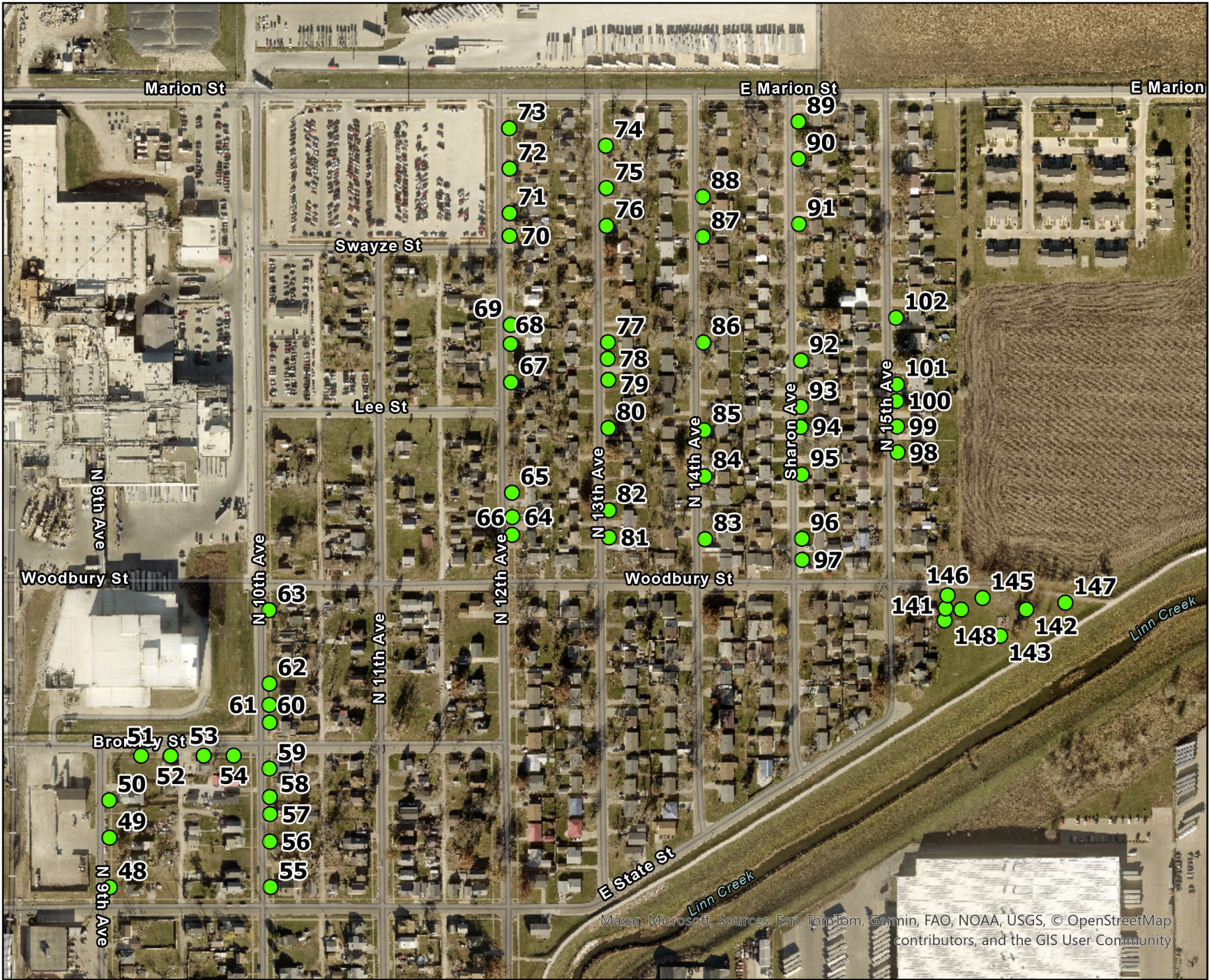
Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

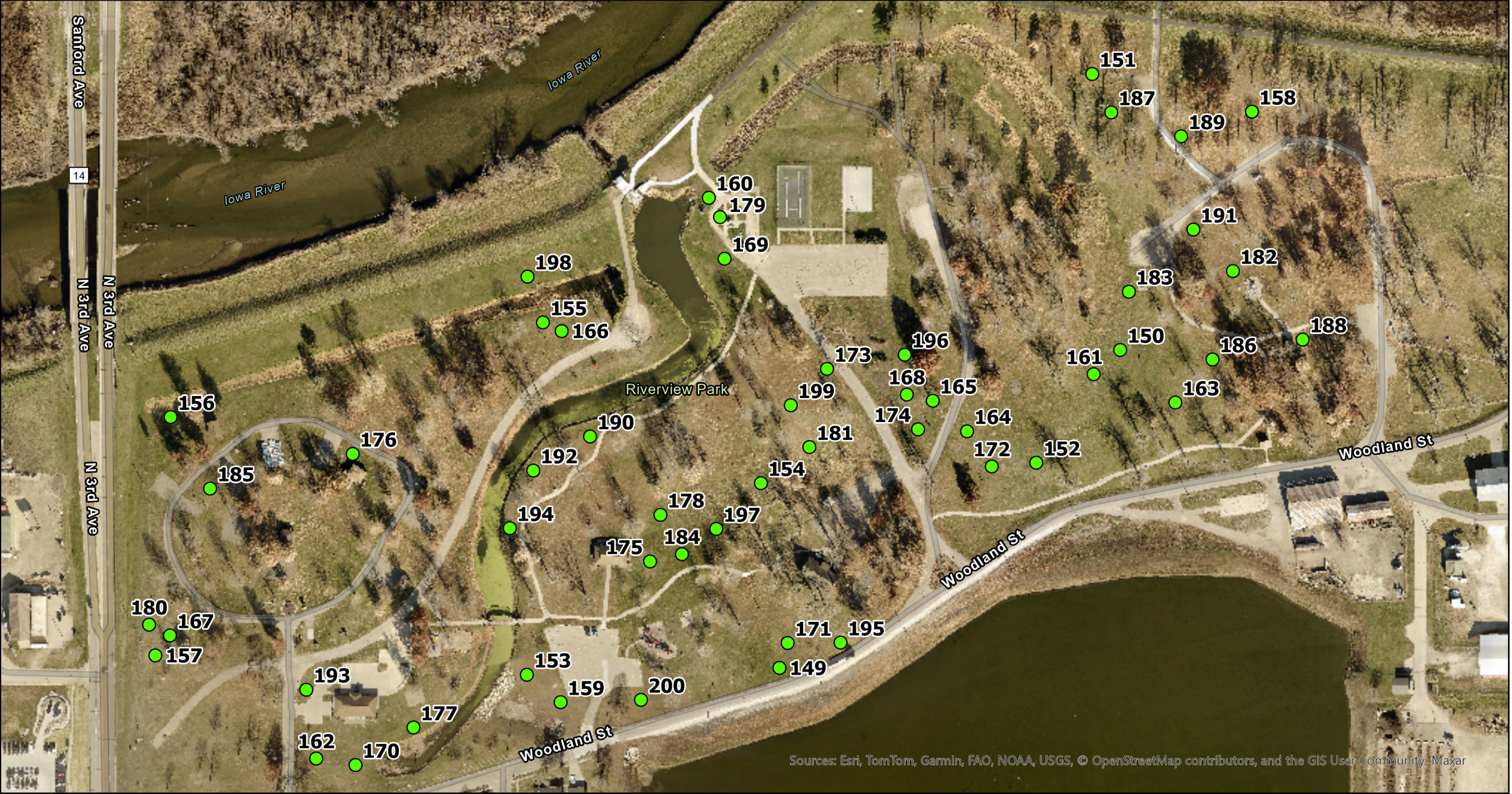
GIS TREE PLANTING LOCATIONS MAP SERIES

CDBG Tree Planting



Tree X	Y	Tree X	Y
48	-92.897545 42.05057	80	-92.892587 42.053964
49	-92.897549 42.050937	82	-92.892581 42.053356
50	-92.897552 42.051213	81	-92.892579 42.053156
51	-92.897234 42.051543	83	-92.891624 42.053142
52	-92.89694 42.051542	84	-92.891629 42.053608
53	-92.896611 42.051543	85	-92.891633 42.053947
54	-92.896314 42.051543	86	-92.891641 42.054597
55	-92.895947 42.050572	87	-92.891647 42.055377
56	-92.895953 42.050908	88	-92.891648 42.055673
57	-92.895951 42.051111	148	-92.889241 42.052542
58	-92.895954 42.051237	141	-92.889231 42.052631
59	-92.895959 42.051448	144	-92.889076 42.052623
60	-92.895956 42.051788	145	-92.888863 42.052708
61	-92.895959 42.051919	146	-92.889212 42.052728
62	-92.895958 42.052075	143	-92.888688 42.052428
63	-92.895962 42.052618	142	-92.888429 42.052623
64	-92.893542 42.053306	147	-92.88804 42.052674
65	-92.893544 42.053486	98	-92.889709 42.053784
66	-92.893543 42.053175	99	-92.889714 42.053975
67	-92.893555 42.054302	100	-92.88972 42.054164
68	-92.893559 42.054585	101	-92.889716 42.054286
69	-92.893558 42.054726	102	-92.889724 42.054779
70	-92.893569 42.055383	89	-92.890695 42.056228
71	-92.893567 42.055552	90	-92.890695 42.055953
72	-92.893569 42.055881	91	-92.890691 42.055471
73	-92.893572 42.056179	92	-92.89067 42.054463
74	-92.892611 42.05605	93	-92.890671 42.054121
75	-92.892606 42.055737	94	-92.890673 42.053971
76	-92.892605 42.055458	95	-92.890662 42.05362
77	-92.89259 42.054598	96	-92.89066 42.053146
78	-92.892593 42.054476	97	-92.890659 42.052989
79	-92.892587 42.054319		

CDGB Tree Planting



Tree X	Y
177	-92.905813 42.063437
170	-92.90624 42.063231
162	-92.90653 42.063267
193	-92.906603 42.063643
167	-92.907609 42.063941
157	-92.907716 42.063831
180	-92.907762 42.063999
185	-92.907312 42.064745
156	-92.907603 42.065136

Tree X	Y
176	-92.906261 42.064934
155	-92.904859 42.065654
166	-92.904721 42.065607
198	-92.904972 42.065905
160	-92.903636 42.066337
179	-92.903553 42.066231
169	-92.90352 42.066003
199	-92.903031 42.065201
181	-92.902894 42.064972

Tree X	Y
154	-92.903251 42.064774
197	-92.903581 42.064524
184	-92.903834 42.064386
175	-92.904069 42.064346
178	-92.903992 42.064601
190	-92.904511 42.06503
192	-92.90493 42.064843
194	-92.905103 42.064528
153	-92.904977 42.063725

Tree X	Y
159	-92.904728 42.063575
200	-92.904136 42.063588
149	-92.903115 42.063763
171	-92.903054 42.063899
195	-92.902664 42.063901
174	-92.902093 42.065069
165	-92.901985 42.065225
168	-92.902176 42.065259
196	-92.902191 42.065478

Tree X	Y
173	-92.902764 42.0654
164	-92.901732 42.065058
172	-92.90155 42.064866
152	-92.901222 42.064886
161	-92.900799 42.065371
150	-92.900603 42.065503
163	-92.900196 42.065216
186	-92.899923 42.065451
183	-92.900539 42.065822

Tree X	Y
191	-92.900063 42.066163
182	-92.899772 42.065935
188	-92.899258 42.06556
158	-92.899631 42.066808
189	-92.900154 42.066673
187	-92.900668 42.066804
151	-92.900809 42.067014

CDBG Tree Planting



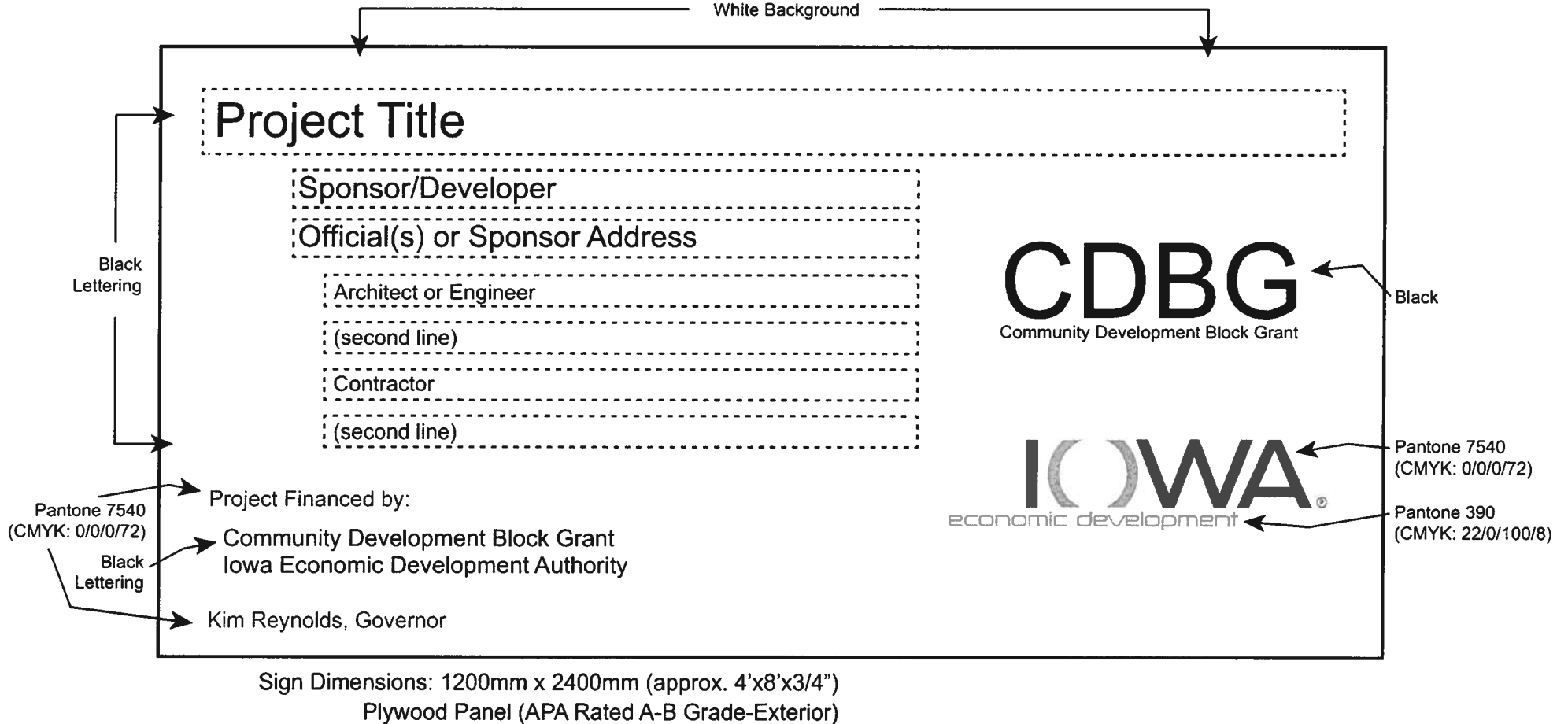
Tree X	Y
1	-92.906785 42.051513
2	-92.906575 42.051512
3	-92.906229 42.051381
4	-92.906229 42.051083
5	-92.906219 42.050842
6	-92.906218 42.050558
7	-92.905376 42.051518
8	-92.905198 42.051519
9	-92.904995 42.051518
10	-92.904661 42.051399
11	-92.904662 42.051204
12	-92.904661 42.051093
13	-92.904088 42.051524
14	-92.903627 42.051525
15	-92.903417 42.051526
16	-92.902696 42.051527
17	-92.902247 42.051528
18	-92.901845 42.051528
19	-92.901492 42.051268
20	-92.901489 42.051111
21	-92.901482 42.050583
22	-92.899887 42.051438
23	-92.899884 42.050783
24	-92.89951 42.051535
25	-92.899893 42.051778
26	-92.899895 42.052053
27	-92.899899 42.052294
28	-92.899899 42.052608
29	-92.900252 42.052733

Tree X	Y
30	-92.900667 42.052732
31	-92.900995 42.052732
32	-92.901288 42.05273
33	-92.901952 42.052729
34	-92.902472 42.052727
35	-92.904315 42.052724
36	-92.904556 42.052723
37	-92.90467 42.052293
38	-92.904668 42.0521
39	-92.904662 42.051717
40	-92.906236 42.051763
41	-92.906236 42.052043
42	-92.906242 42.052275
43	-92.906243 42.05262
44	-92.906649 42.052716
45	-92.907165 42.052713
46	-92.907553 42.052711
47	-92.907816 42.052708
106	-92.9057 42.053771
107	-92.905517 42.053772
108	-92.904769 42.053774
109	-92.90444 42.053777
110	-92.904034 42.053779
111	-92.903068 42.053693
112	-92.902542 42.053694
113	-92.900794 42.053688
114	-92.900272 42.054616
115	-92.900863 42.05462
116	-92.901351 42.054621

Tree X	Y
117	-92.902718 42.054626
118	-92.902971 42.054622
119	-92.903517 42.054543
120	-92.903843 42.054542
121	-92.904027 42.054543
122	-92.904392 42.054539
123	-92.904793 42.054535
124	-92.905125 42.054536
125	-92.905495 42.054536
126	-92.905785 42.054534
127	-92.906053 42.054535
128	-92.906259 42.05525
129	-92.905947 42.055253
130	-92.905697 42.055257
131	-92.905285 42.055256
132	-92.904454 42.055257
133	-92.904037 42.05526
134	-92.903865 42.055261
135	-92.903605 42.055262
136	-92.902329 42.055477
137	-92.902123 42.055479
138	-92.901921 42.055479
139	-92.900907 42.055483
140	-92.90068 42.055481
105	-92.906709 42.054029
104	-92.907363 42.05403
103	-92.90783 42.054024

REQUIRED JOB SITE SIGNAGE SERIES

Project Construction Sign



Equal Employment Opportunity is **THE LAW**

Private Employers, State and Local Governments, Educational Institutions, Employment Agencies and Labor Organizations

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Title VII of the Civil Rights Act of 1964, as amended, protects applicants and employees from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex (including pregnancy), or national origin. Religious discrimination includes failing to reasonably accommodate an employee's religious practices where the accommodation does not impose undue hardship.

DISABILITY

Title I and Title V of the Americans with Disabilities Act of 1990, as amended, protect qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship.

AGE

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination based on age in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment.

SEX (WAGES)

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act, as amended, the Equal Pay Act of 1963, as amended, prohibits sex discrimination in the payment of wages to women and men performing substantially equal work, in jobs that require equal skill, effort, and responsibility, under similar working conditions, in the same establishment.

GENETICS

Title II of the Genetic Information Nondiscrimination Act of 2008 protects applicants and employees from discrimination based on genetic information in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. GINA also restricts employers' acquisition of genetic information and strictly limits disclosure of genetic information. Genetic information includes information about genetic tests of applicants, employees, or their family members; the manifestation of diseases or disorders in family members (family medical history); and requests for or receipt of genetic services by applicants, employees, or their family members.

RETALIATION

All of these Federal laws prohibit covered entities from retaliating against a person who files a charge of discrimination, participates in a discrimination proceeding, or otherwise opposes an unlawful employment practice.

WHAT TO DO IF YOU BELIEVE DISCRIMINATION HAS OCCURRED

There are strict time limits for filing charges of employment discrimination. To preserve the ability of EEOC to act on your behalf and to protect your right to file a private lawsuit, should you ultimately need to, you should contact EEOC promptly when discrimination is suspected:

The U.S. Equal Employment Opportunity Commission (EEOC), 1-800-669-4000 (toll-free) or 1-800-669-6820 (toll-free TTY number for individuals with hearing impairments). EEOC field office information is available at www.eeoc.gov or in most telephone directories in the U.S. Government or Federal Government section. Additional information about EEOC, including information about charge filing, is available at www.eeoc.gov.

Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

INDIVIDUALS WITH DISABILITIES

Section 503 of the Rehabilitation Act of 1973, as amended, protects qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship. Section 503 also requires that Federal contractors take affirmative action to employ and advance in employment qualified individuals with disabilities at all levels of employment, including the executive level.

DISABLED, RECENTLY SEPARATED, OTHER PROTECTED, AND ARMED FORCES SERVICE MEDAL VETERANS

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits job discrimination and requires affirmative action to employ and advance in employment disabled veterans, recently separated veterans (within

three years of discharge or release from active duty), other protected veterans (veterans who served during a war or in a campaign or expedition for which a campaign badge has been authorized), and Armed Forces service medal veterans (veterans who, while on active duty, participated in a U.S. military operation for which an Armed Forces service medal was awarded).

RETALIATION

Retaliation is prohibited against a person who files a complaint of discrimination, participates in an OFCCP proceeding, or otherwise opposes discrimination under these Federal laws.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210, 1-800-397-6251 (toll-free) or (202) 693-1337 (TTY). OFCCP may also be contacted by e-mail at OFCCP-Public@dol.gov, or by calling an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

Programs or Activities Receiving Federal Financial Assistance

RACE, COLOR, NATIONAL ORIGIN, SEX

In addition to the protections of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal financial assistance.

INDIVIDUALS WITH DISABILITIES

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with or without reasonable accommodation, can perform the essential functions of the job.

If you believe you have been discriminated against in a program of any institution which receives Federal financial assistance, you should immediately contact the Federal agency providing such assistance.



**EQUAL HOUSING
OPPORTUNITY**

**We Do Business in Accordance With the Federal Fair
Housing Law**

(The Fair Housing Amendments Act of 1988)

**It is Illegal to Discriminate Against Any Person
Because of Race, Color, Religion, Sex,
Handicap, Familial Status, or National Origin**

In the sale or rental of housing or
residential lots

In the provision of real estate
brokerage services

In advertising the sale or rental
of housing

In the appraisal of housing

In the financing of housing

Blockbusting is also illegal

**Anyone who feels he or she has been
discriminated against may file a complaint of
housing discrimination:**

1-800-669-9777 (Toll Free)

1-800-927-9275 (TTY)

www.hud.gov/fairhousing

**U.S. Department of Housing and
Urban Development
Assistant Secretary for Fair Housing and
Equal Opportunity
Washington, D.C. 20410**



IGUALDAD DE OPORTUNIDAD EN LA VIVIENDA

Conducimos nuestros negocios de acuerdo a la Ley Federal de Vivienda Justa

(Acta de enmiendas de 1988 de la Ley Federal de Vivienda Justa)

Es ilegal discriminar contra cualquier persona por razon de su raza, color, religion, sexo, incapacidad fisica o mental, la presencia de niños menores de 18 años o de mujer embarazada en su familia o su origen nacional

- | | |
|---|--|
| ☐ En la venta o renta de vivienda y terrenos residenciales | ☐ En los servicios de corretaje que prestan vendedores de vivienda |
| ☐ En los anuncios de venta o renta de vivienda | ☐ En la valoracion de vivienda |
| ☐ En la financiamiento de vivienda | ☐ Tambien es ilegal forzarle a vender o rentar su vivienda diciendole que gente de otra raza, religion o grupo etnico se estan mudando en su vecindario |
| ☐ Amenazar o interferir con la persona para que no registre su queja | |

Cualquier persona que sienta que fue discriminada debe de enviar su queja de discriminacion:

1-800-669-9777 (llamada gratis)
1-800-927-9275 (TDD llamada gratis)

U.S.Department of Housing
and Urban Development
Assistant Secretary for Fair Housing and
Equal Opportunity
Washington, D.C. 20410



U.S. Department of Labor



Job Safety and Health IT'S THE LAW!

All workers have the right to:

- A safe workplace.
- Raise a safety or health concern with your employer or OSHA, or report a work-related injury or illness, without being retaliated against.
- Receive information and training on job hazards, including all hazardous substances in your workplace.
- Request a confidential OSHA inspection of your workplace if you believe there are unsafe or unhealthy conditions. You have the right to have a representative contact OSHA on your behalf.
- Participate (or have your representative participate) in an OSHA inspection and speak in private to the inspector.
- File a complaint with OSHA within 30 days (by phone, online or by mail) if you have been retaliated against for using your rights.
- See any OSHA citations issued to your employer.
- Request copies of your medical records, tests that measure hazards in the workplace, and the workplace injury and illness log.

This poster is available free from OSHA.

Contact OSHA. We can help.

Employers must:

- Provide employees a workplace free from recognized hazards. It is illegal to retaliate against an employee for using any of their rights under the law, including raising a health and safety concern with you or with OSHA, or reporting a work-related injury or illness.
- Comply with all applicable OSHA standards.
- Notify OSHA within 8 hours of a workplace fatality or within 24 hours of any work-related inpatient hospitalization, amputation, or loss of an eye.
- Provide required training to all workers in a language and vocabulary they can understand.
- Prominently display this poster in the workplace.
- Post OSHA citations at or near the place of the alleged violations.

On-Site Consultation services are available to small and medium-sized employers, without citation or penalty, through OSHA-supported consultation programs in every state.





Seguridad y Salud en el Trabajo

¡ES LA LEY!

Todos los trabajadores tienen el derecho a:

- Un lugar de trabajo seguro.
- Decir algo a su empleador o la OSHA sobre preocupaciones de seguridad o salud, o reportar una lesión o enfermedad en el trabajo, sin sufrir represalias.
- Recibir información y entrenamiento sobre los peligros del trabajo, incluyendo sustancias tóxicas en su sitio de trabajo.
- Pedir una inspección confidencial de OSHA de su lugar de trabajo si usted cree que hay condiciones inseguras o insalubres. Usted tiene el derecho a que un representante se comuniquen con OSHA en su nombre.
- Participar (o su representante puede participar) en la inspección de OSHA y hablar en privado con el inspector.
- Presentar una queja con la OSHA dentro de 30 días (por teléfono, por internet, o por correo) si usted ha sufrido represalias por ejercer sus derechos.
- Ver cualquier citación de la OSHA emitidas a su empleador.
- Pedir copias de sus registros médicos, pruebas que miden los peligros en el trabajo, y registros de lesiones y enfermedades relacionadas con el trabajo.

Este cartel está disponible de la OSHA para gratis.

Llame OSHA. Podemos ayudar.

Los empleadores deben:

- Proveer a los trabajadores un lugar de trabajo libre de peligros reconocidos. Es ilegal discriminar contra un empleado quien ha ejercido sus derechos bajo la ley, incluyendo hablando sobre preocupaciones de seguridad o salud a usted o con la OSHA, o por reportar una lesión o enfermedad relacionada con el trabajo.
- Cumplir con todas las normas aplicables de la OSHA.
- Notificar a la OSHA dentro de 8 horas de una fatalidad laboral o dentro de 24 horas de cualquier hospitalización, amputación, o pérdida de ojo relacionado con el trabajo.
- Proporcionar el entrenamiento requerido a todos los trabajadores en un idioma y vocabulario que pueden entender.
- Mostrar claramente este cartel en el lugar de trabajo.
- Mostrar las citaciones de la OSHA acerca del lugar de la violación alegada.

Servicios de consulta en el lugar de trabajo están disponibles para empleadores de tamaño pequeño y mediano sin citación o multa, a través de los programas de consulta apoyados por la OSHA en cada estado.



WORKER RIGHTS

UNDER THE DAVIS-BACON ACT

FOR LABORERS AND MECHANICS WORKING ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

The law requires employers to display this poster where employees can readily see it.

- PREVAILING WAGES**

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.
- OVERTIME**

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.
- ENFORCEMENT**

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.
- APPRENTICES**

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.
- RETALIATION**

The law prohibits discharging or otherwise retaliating against workers for filing a complaint, cooperating in an investigation, or testifying in a proceeding under the Davis-Bacon and Related Acts.
- PROPER PAY**

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

or contact the U.S. Department of Labor’s Wage and Hour Division.



WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

1-866-487-9243
TTY: 1-877-889-5627
www.dol.gov/whd



DERECHOS DEL EMPLEADO

BAJO LA LEY DAVIS-BACON

PARA OBREROS Y MECÁNICOS EMPLEADOS EN PROYECTOS DE CONSTRUCCIÓN FEDERAL O CON ASISTENCIA FEDERAL

SALARIOS PREVALECIENTES	No se le puede pagar menos de la tasa de pago indicada en la Decisión de Salarios Davis-Bacon fijada con este Aviso para el trabajo que Ud. desempeña.
SOBRETIEMPO	Se le ha de pagar no menos de tiempo y medio de su tasa básica de pago por todas las horas trabajadas en exceso de 40 en una semana laboral. Existen pocas excepciones.
CUMPLIMIENTO	Se pueden retener pagos por contratos para asegurarse que los obreros reciban los salarios y el pago de sobretiempo debidos, y se podría aplicar daños y perjuicios si no se cumple con las exigencias del pago de sobretiempo. Las cláusulas contractuales de Davis-Bacon permiten la terminación y exclusión de contratistas para efectuar futuros contratos federales hasta tres años. El contratista que falsifique los registros certificados de las nóminas de pago o induzca devoluciones de salarios puede ser sujeto a procesamiento civil o criminal, multas y/o encarcelamiento.
APRENDICES	Las tasas de aprendices sólo se aplican a aprendices correctamente inscritos bajo programas federales o estatales aprobados.
PAGO APROPIADO	Si Ud. no recibe el pago apropiado, o precisa de información adicional sobre los salarios aplicables, póngase en contacto con el Contratista Oficial que aparece abajo:

o póngase en contacto con la División de Horas y Salarios del Departamento de Trabajo de los EE.UU.



DIVISIÓN DE HORAS Y SALARIOS
DEPARTAMENTO DE TRABAJO DE LOS EE.UU.

1-866-487-9243
TTY: 1-877-889-5627
www.dol.gov/whd



**OFFICIAL NOTICE OF HEARING AND LETTING
CITY OF MARSHALLTOWN
MARSHALLTOWN, IOWA
RIGHT OF WAY CDBG-DISASTER
RECOVERY TREE PLANTING PROJECT**

NOTICE OF PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, PROPOSED FORM OF CONTRACT AND OPINION OF PROBABLE COST FOR THE RIGHT OF WAY CDBG-DISASTER RECOVERY TREE PLANTING PROJECT IN THE CITY OF MARSHALLTOWN, IOWA, AND THE TAKING OF BIDS FOR SUCH IMPROVEMENTS.

A **public hearing** will be held at **5:30 p.m. local time on the 28th day of July, 2025** in the Council Chambers, Second Floor, 10 West State Street, Marshalltown, Iowa, on the proposed plans, specifications, proposed form of contract, and the opinion of probable cost of improvements proposed to be constructed under PROJECT NO. PRK24-002, the RIGHT OF WAY CDBG-DISASTER RECOVERY TREE PLANTING PROJECT, which is now on file in the office of the City Clerk and at said hearing any interested person may appear and file objection thereto or to the bidding process.

Sealed proposals based upon the proposed plans, specifications, proposed form of contract, opinion of probable costs of improvement, will be **received** at the City Clerk's Office located at 24 N. Center Street, Marshalltown, IA until **10:00 a.m. local time, on the 5th day of August, 2025** for the construction of the RIGHT OF WAY CDBG-DISASTER RECOVERY TREE PLANTING PROJECT as described in the plans and specifications for Project No. PRK24-002, and which will be opened, read, and tabulated by the Park and Recreation Director or her designate at that time, will be acted upon by the City Council of said City at a meeting to be held in the Council Chambers on the **11th day of August, 2025** or at such later time and place as may then be fixed.

The proposed work will involve furnishing the labor, equipment, and materials necessary for completing the RIGHT OF WAY CDBG-DISASTER RECOVERY TREE PLANTING PROJECT in Marshalltown, Iowa as shown in the plans and specifications for PROJECT NO. PRK24-002, the RIGHT OF WAY CDBG-DISASTER RECOVERY TREE PLANTING PROJECT.

The estimated quantities of materials and labor to be furnished in the construction of said improvements and on which bids will be received are as follows:

The furnishing and installation of 200 trees for planting at designated locations throughout the City of Marshalltown.

All work is to be done in strict compliance with the Plans and Specifications for said PROJECT NO. PRK24-002 as proposed by the Park and Recreation Director.

Obtaining the Bidding Documents

Plans, specifications and proposed contract documents may be examined at the office of the Park and Recreation Director, Marshalltown, Iowa, and at the office of the City Clerk, Marshalltown, Iowa. Bidding Documents may be downloaded from the City of Marshalltown's web site upon registration at no cost. The documents may be downloaded at <https://www.marshalltown-ia.gov/Bids.aspx>.

A deposit of \$150 per paper set of plans, specifications and proposed contract documents will be charged, all of which will be refunded if the paper documents are returned in reusable condition within 14 days of the Award of Contract. If all paper documents are not returned in reusable condition and within 14 days, the deposit will be forfeited.

Pre-Bid Meeting

A pre-bid meeting will be held at 10 a.m. local time on the 25th day of July in the Council Chambers, Second Floor, 10 West State Street, Marshalltown, Iowa.

Instructions to Bidders.

A Bid must be accompanied by Bid security made payable to Owner in an amount of five (5) percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid bond issued by a surety meeting the requirements of the General Conditions or a certified check in an amount equal to five percent (5%) of the total amount of the bid, drawn on and certified payable by a solvent bank to the City Treasurer of the City. Such Bid bond will be issued in the form included in the Bidding Documents.

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

The City Council reserves the right to reject any and all bids and to waive technicalities and irregularities and all bids must remain effective for a period of 30 days of opening same.

This Notice to Bidders is hereby published by authority of resolution duly adopted by the Council of the City of Marshalltown on the _____ day of _____, 2025.

Owner: _____
City of Marshalltown
By: _____
Alicia Hunter
Title: _____
City Clerk



**MARSHALLTOWN
MORE THAN EVER**

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
Meeting Date: July 14, 2025
Re: Resolution Approving a Contract Between the City of Marshalltown and RDG for the Completion of a Comprehensive Plan and a Housing Market Analysis and Development Strategy

Strategic Plan Objective:

Expand and improvement development within the community; continually improve and sustain the City's infrastructure, organization, and services.

Recommended:

Staff recommends approval.

Budget Impact:

A total of \$170,000 in Local Option Sales Tax funds will be allocated to this project as previously designated by the City Council.

Description/Background:

In April 2025, the City issued Requests for Proposals (RFPs) seeking qualified firms to prepare a new comprehensive plan and a comprehensive housing study.

The comprehensive plan is intended to reflect a 2050 vision for Marshalltown, incorporating community input and addressing topics such as land use, transportation, housing, economic development, natural resources, public services, and parks and recreation. The scope also includes robust public engagement, integration with a concurrent housing study, and implementation strategies.

The goals of the housing study include analyzing existing housing stock, affordability, demand, and special housing needs, identifying barriers to new development and opportunities for infill and revitalization, recommending strategies to support affordable, workforce, and market-rate housing, and engaging a diverse range of stakeholders and residents to shape community-driven solutions.

Proposals for both projects were reviewed by a selection committee and evaluated based on

qualifications, experience, project understanding, proposed methodology, public engagement approach, and cost. RDG was selected as the most qualified firm and best fit for the City's objectives.

The proposed contract is for \$170,000 and will be funded through the Council-designated Local Option Sales Tax, consistent with the City's budget allocation of \$140,000 – \$180,000 for both projects.

Attachments:

1. Resolution Approving Comprehensive Plan and Housing Study contract
2. 2025_06 Comp Plan - Housing Study Marshalltown Contract RDG Final

**RESOLUTION APPROVING A CONTRACT BETWEEN THE CITY OF
MARSHALLTOWN AND RDG FOR THE COMPLETION OF A COMPREHENSIVE
PLAN AND HOUSING MARKET ANALYSIS AND DEVELOPMENT STRATEGY**

WHEREAS, the City of Marshalltown recognizes the importance of maintaining up-to-date planning documents, including a Comprehensive Plan and Housing Study, to guide community development and growth; and

WHEREAS, the Iowa Economic Development Authority has launched the Thriving Communities program, which provides technical assistance, enhanced funding opportunities, and statewide recognition to communities demonstrating strong planning efforts and strategic housing and economic development initiatives; and

WHEREAS, to improve the City's eligibility and competitiveness for designation under the Thriving Communities program, the City issued Request for Proposals (RFPs), soliciting qualifications and proposals for the completion of a Comprehensive Plan and Housing Market Analysis and Development Strategy; and

WHEREAS, the City received and evaluated proposals from qualified firms based on evaluation criteria outlined in the RFPs; and

WHEREAS, the City has selected RDG, deemed to be the most qualified and responsive to the City's needs and project goals for both projects; and

WHEREAS, the City Council will use \$170,000 of Council-designated Local Option Sales Tax to fund the studies which is within the City's budget allocation of \$140,000 - \$180,000 for both projects.

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

Section 1. The City Council hereby awards the contract for completion of the Comprehensive Plan and Housing Market Analysis and Development Strategy to RDG in an amount not to exceed \$170,000, subject to execution of a contract acceptable to the City.

Section 2. The Mayor and City Clerk are authorized and directed to execute the contract and any related documents necessary to carry out the intent of this resolution.

Section 3. The Comprehensive Plan and the Housing Market Analysis and Development Strategy shall be completed in accordance with the scope of work outlined in the City's RFPs, and the consultant's submitted and negotiated proposal.

Section 4. Funding for the projects shall be provided through Council-designated Local Option Sales Tax funds.

Passed this 14th day of July 2025, and signed this _____ day of July 2025.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, CMC, City Clerk

**AGREEMENT FOR CONSULTING SERVICES BETWEEN
CITY OF MARSHALLTOWN, IOWA
AND
RDG PLANNING & DESIGN, INC.**

This Agreement is entered into this _____ day of _____, 2025, by and between the City of Marshalltown hereinafter referred to as the “CITY” and RDG Planning & Design, Inc. 301 Grand Avenue, Des Moines, Iowa 50309, hereinafter referred to as the “Consultant.”

WHEREAS the City wishes to prepare a Comprehensive Plan; and

WHEREAS the City wishes to prepare a Housing Market Analysis & Development Strategy; and

WHEREAS, the Consultant has indicated a willingness to provide professional planning services to the City for preparing the Comprehensive Plan and Housing Market Analysis & Development Strategy; and

WHEREAS the Consultant will provide professional consultant services in accordance with this scope of services and according to the terms of this contract; and

NOW, THEREFORE, the parties hereto do mutually agree as follows:

Section One. Scope of Services

The Consultant agrees to provide in a complete and professional manner the work elements set forth in Attachment A: Scope of Services & Schedule, attached hereto and incorporated into this Agreement.

Section Two. Additional Services

- 2.1. If, during the progress or upon completion of the work outlined in the Scope of Services in this Agreement, it is desirable or necessary to cause the Consultant to perform additional services other than those outlined in the Scope of Services, an hourly schedule and reimbursable expense schedule may apply, or a fee may be negotiated.
- 2.2. Additional tasks may be added to this agreement by written amendment(s) at such time City is prepared to proceed with each Task.

Section Three. Time of Performance

- 3.1 The time period for completion of the project is twelve (12) months after issuance of a Notice to Proceed, as indicated on Attachment A: Scope of Services and Schedule. The projected time period does not include final approval process or delays caused by City or factors outside the Consultant’s control.
- 3.2 The City should provide feedback to draft content within 30 days to avoid delays.

Section Four. Responsibilities of City

- 4.1. **Access to Work.** The City shall make best efforts to arrange access to and make provisions for the Consultant to enter upon public and private lands as required for the Consultant to perform such work as inventories, field surveys, and inspections in the development of the plan.
- 4.2. **Records, Files, and Previous Planning Efforts.** The City shall make all records and files relevant to the plan available to the Consultant as needed and furnish all reasonable and necessary assistance in the use of such records and files. In addition, the City shall make previous reports and market studies available to the Consultant, along with all other studies and work that provide information pertinent to the completion of the plan.
- 4.3. **Mapping.** The City will assist in gathering all available electronic maps in a form usable by the Consultant, including recent plats.
- 4.4. **Consideration of Consultant's Work.** The City shall give thorough consideration to all reports, drawings, and other documents presented for review by the Consultant and shall inform the Consultant of all decisions and comments within 30 days to avoid undue delays.
- 4.5. **Meetings.** The City shall provide logistical support for all meetings, including arranging for meeting places and notification of participants and citizens. The City shall further hold all required public hearings, serve all required notices, and fulfill all legal requirements associated with the project. The Consultant agrees to attend meetings as identified on Attachment A: Scope of Services and Schedule.
- 4.6. **The City Representative.** The City's representatives Clayton Ender (Comprehensive Plan) and Deb Millizer (Housing Market Analysis and Development Strategy) or such other person as designated by the City, shall be responsible for the city's portion of the project management.

Section Five. Compensation and Method of Payment

- 5.1. Total compensation pursuant to the services specified in this Agreement, except as provided in Section 2.1, shall be in the sum of \$170,000. Upon written request an additional site visit may be provided at an hourly rate plus expenses.
- 5.2. Payment for services shall be made monthly in proportion to services performed.
- 5.3. The fee includes all travel-related expenses for seven (7) planned visits by the Consultant. Additional visits can be negotiated as provided in Section 2.
- 5.4. Total reimbursable expenses are in addition to the fee in Section 5.1 and shall not exceed \$5,000. Eligible expenses include fees for facility rental, food, beverage, local translators, and volunteer allowance. Any expense must be pre-approved by the City to be eligible for reimbursement. The City is responsible for advertising costs related to promoting the project.
- 5.5. The fee includes the production of one hard copy and one electronic copy of the Comprehensive Plan and Housing Market Analysis & Development Strategies. Consultant will provide coordination with the City's selected reproduction company for additional copies. Invoices will be the responsibility of the City.

Section Six. Ownership of Materials

- 6.1. The City shall control all media releases or other publicity related to the completion of this project.

6.2. No report, map, or other document produced in whole or part under this agreement shall be the subject of a copyright application by the Consultants.

6.3. In addition to the one hard copy of the final plan referenced in Section 5.3., the Consultant agrees to provide the City with a digital copy of the document, including maps, and agrees that the City may make additional copies of the document or maps as needed. This plan and all end products of this plan belong to the City, to be used at their discretion.

Section Seven. Assignment

The Consultant agrees that they are prohibited from assigning an interest in this agreement or delegating the performance of any of its duties hereunder without the written consent of the City.

Section Eight. Amendments

Either party to this Agreement may request an amendment or modification. Such amendment will not take effect unless incorporated into this Agreement by written amendment executed by both parties.

Section Nine. Nondiscrimination

In the execution of this Agreement, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, marital status, or receipt of public assistance.

Section Ten. Termination

This agreement may be terminated by either party upon ten (10) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the other. In the event of such termination, due to the fault of others than consultant, the consultant shall be paid for services and expenses to the date of such termination.

The City may terminate this Agreement for the City's convenience and without cause upon giving the Consultant not less than ten (10) days written notice. Upon termination for convenience, the City shall pay Consultant its fees earned to the date of the notice of termination.

Section Eleven. Independent Contractor

In relationship to the City, the status of the Consultant under and by virtue of this Agreement is that of independent contractor.

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

CITY (Signature)

(Printed name and title)

RDG Planning & Design, Inc. (Signature)

Amy A. Haase, Principal

(Printed name and title)

TASK 1: PUBLIC ENGAGEMENT

1.1 PUBLIC ENGAGEMENT PLAN

- **Project Management Team (PMT).** The Project Management Team includes the project managers from the City and RDG, and meets on a regular basis, often starting with bi-weekly meetings then meeting on an as-needed basis.
- **Marketing Collateral.**
 - Project logo
 - Media releases to television networks, newspapers and radio.
 - Template language for e-mail blasts, social media, and letters to the editor.
 - Media files for producing supporting collateral.

1.2 IN-PERSON ACTIVITIES

- **Plan Advisory Committee.** The advisory committee meets at project milestones to provide guidance and feedback on the process. This committee may meet up to nine (9) times as part of the scope of services.
 - Orientation Meeting
 - Goals Workshop (in-person)
 - Conditions & Trends
 - Attend Design Workshop (in-person)
 - Review Concepts
 - Review Plan Elements I (in-person)
 - Review Plan Elements II
 - Implementation Workshop (in-person)
 - Final Plan Review
- **Housing Advisory Committee.** The Housing Committee can be a sub-committee of the Plan Advisory Committee or consist of unique participants. This committee may meet up to five (5) times as part of the scope of services. In-person meetings must align with other in-person events, otherwise these will be by Zoom.

- **Focus Group Interviews (Plan and Housing).** Working with the Advisory Committee and the PMT, we will identify stakeholders and conduct a one-day program of discussions focused on the comprehensive plan and a one-day program focused on housing.
- **PUBLIC WORKSHOP #1: Community Roundtable.** RDG will host a community roundtable, inviting the public to discuss aspirations with their peers. This event may include translation services.
- **Intercepts and Pop-ups.** Activities may include a booth at a farmer's market or soccer tournament, presenting at a service club or neighborhood meeting, food pantries, or hosting a planning session with high school students. RDG will attend up to four pop-up events. Other events can be supported locally by city staff, volunteers or negotiated.
- **Outreach Bi-lingual Activities.** We want to partner with a local, trusted non-profit specializing in local outreach and community events with Spanish speakers. Activities may be held in comfortable gathering spaces, such as community centers and parks.
- **PUBLIC WORKSHOPS #2: Design Studio.** This interactive design studio (charrette) is the venue for much of the planning concepts that are developed while working alongside the public.
- **City Council Progress Update.** At staff's request, we can update City Council on the planning process.
- **Special Meetings.** We anticipate having meetings with other advisory committees, such as Planning Commission. These meetings should be scheduled during planned visits.
- **PUBLIC WORKSHOPS #3: Open House.** An open house meeting will invite the public to review a draft of the plan and provide feedback. RDG will use this feedback to revise the plan before formal approval.
- **Implementation Workshop.** RDG will host a workshop with the steering committee and key decision-makers to review plan concepts. We will discuss how city officials can use the plan and discuss plan maintenance and annual review.
- **Approval Meeting.**

1.3 REMOTE ACTIVITIES

RDG will host the project website through Social Pinpoint, which offers many engagement features. Elements include:

- **Project Website.** RDG will develop a website to provide updates of the planning process or provide content and copy for a City maintained site.
- **Interactive Mapping.** An online mapping tool provides people an opportunity to offer "pin drop" comments on maps and other users to "like" or comment.
- **Questionnaire.** RDG can develop a bi-lingual questionnaire to understand community perspectives of Marshalltown.
- **Other Features.** Social Pinpoint offers many engagement activities that Marshalltown can choose from, including forums, idea walls, spending tools and more.

1.4 HOUSING SURVEYS

Engagement on housing issues and opportunities will occur in all comprehensive planning in person and remote elements. Therefore, in addition to the housing focused Advisory Committee and focus groups, we want to discuss conducting several surveys:

- **Market Surveys.** There are many questions Census numbers and other data sources cannot answer that can best be understood through surveys of residents and employees. We would propose a general multi-lingual market survey built upon our understanding of similar markets and items identified in the RFP. The survey will be designed for email distribution with paper versions provided where appropriate. This survey will be broad, gathering information on the current market, local/regional financing and support for potential policy directions. Residential and work zip codes will be tracked to understand geographic distribution of participants.
- **Workforce Housing Survey.** This is a short survey that can be distributed to the city's largest employers. This can be done online, but paper copies should also be available in break rooms. The survey focuses on employees' desired living location, what they pay for housing, their current income to assess what they can afford, and, if they are over 55, the type of housing they would like in retirement. We can be present to help people take the bi-lingual survey.
- **Landlord Survey.** To provide a better understanding of the rental market, specifically occupancy and rental rates, we have conducted landlord surveys. For these surveys, questions include the number of units, rental rates, vacancy rates, and general comments on the market.

TASK 2: CONDITIONS & TRENDS

2.1 BACKGROUND REPORT

We will review current plans, housing study documents, and local ordinances and policies. Taking advantage of previous efforts informs our process and provides efficiency. Other elements of the report include the following tasks.

2.2 ECONOMIC, HOUSING, AND DEMOGRAPHIC TRENDS

Data will be gathered, assembled, and shared in easily communicated ways, including infographics and an atlas to identify neighborhood trends and opportunities. Data sources include:

- Using Placer.ai
- American Community Survey and 2020 Census data
- ESRI Community Analyst
- Local building permit data provided by the city
- County Assessor and Community Development data
- MLS reports for the past three to five years

2.3 GIS, MAPPING, AND HOUSING ATLASES

We will complete a suite of maps supplemented with an analysis of trends. This task includes additional bike and foot fieldwork to inventory the city's character, appearance, and identity. The City of Marshalltown has evolved, and it is important for us to "feel" the community's life today.

This task includes a series of housing atlases. Understanding where development has been occurring, what that development looks like, and how that matches the demographic and economics of the city will help to define specific housing policies and strategies at a city-wide and neighborhood level.

If detailed data is available for existing housing types, we will map units by type and size to gain a better understanding of the current supply and illustrate where product types, like medium-density units, are occurring already. The objective is to assemble and analyze basic data related to population trends, product types, and the economic health of the city. Components of this data that can be illustrated in an atlas format or as informative graphics include:

- Appraisals
- Vacant lots
- Age of housing
- Employment characteristics
- Zoning
- Housing occupancy
- Sighted code violations
- Transit routes and job centers

2.4 MOBILITY

This element will assemble information to understand opportunities and issues facing the City of Marshalltown's future.

2.5 HOUSING MARKET ASSESSMENT COMPENDIUM

Following the review of demographic and housing data and discussions with stakeholders, we will determine gaps in data that need to be collected or clarified. Traditionally, we use locally-provided data, national data sources, and our own projection modeling to complete housing and economic inventories and forecasts. In communities that have not completed an assessment, variables we use and develop include:

- Population and development forecasts based on trends and development activity
- Development history and construction activity by price and type
- Housing cost trends using the Multiple Listing Service information, sales information, and assessment trends
- Affordability analysis based on the set standard of housing costs should account for only 30% of any household's income

- Projected housing demand for all types of housing with a specific emphasis on affordable cost ranges for the city and region's workforce
- Review of existing housing incentive programs for affordable housing
- Housing demand by occupancy type
- Housing demand by price point, with affordable housing needs now and projected
- Land demand by density classification and potentially by site analysis
- Special population demands, including senior housing demand by price and occupancy
- Employment composition and change within the market area, identifying factors that could influence demand generated by predictable population change
- Review of the existing organizational structures in the city relative to provisions for housing services
- Review of regulatory environment related to housing construction and affordable housing including zoning and subdivision regulations

TASK 3: VISION & DEVELOPMENT CONCEPT

The Design Studio Event is where we prepare a Development Concept.

- Concepts plans and graphics with supportive narrative
- Future Land Use/Transportation Concept
- Subarea Concepts include advisory recommendations that serve strategic direction but may need further study beyond the comprehensive plan.
 - Conceptual diagram that shows opportunities for reuse/redevelopment and circulation. These areas include:
 1. Downtown Fringe
 2. JBS Campus Fringe
 3. 3rd Ave Corridor (South of Viaduct to Iowa River)
 4. W Merle Hibbs Blvd extension & neighborhood (Village Coop west to S 12th St)
 5. E Merle Hibbs Blvd extension & neighborhood (McFarland Clinic east to Governor Rd)
 6. Meadow Lane Mall property (Center St and Olive St)
 7. Iowa Avenue (Parker Ave to 18th Ave)
 - Conceptual drawing that shows circulation and building orientation.
 1. Old Hospital Site
- Housing Opportunity Maps that identify distressed areas, opportunity sites, and new development areas. The maps include an assessment of neighborhood conditions, including a general review based on perceptions of housing conditions, site maintenance issues, streets, sidewalks, infrastructure, physical design, and appearance.

TASK 4: PLAN ELEMENTS

4.1 LAND USE ELEMENT

The land use plan refines the Future Land Use and Transportation Plan. The plan includes:

- **Policy Areas.** This analysis examines planning and land use issues within the established community and growth areas. These policy areas will offer a big-picture perspective to balance neighborhoods and provide quality living environments across the city.
- **Future Land Use Map.** The future land use plan will indicate the community-wide plan and identify any specific area plans necessary for deployment of residential, commercial, additional industrial/employment, and mixed-use space.
- **Subareas.** Subarea concepts include demonstrations of best practices for infill development.
- **Natural Resources.** The land use plan must respect the area's natural resources and identify locations for preservation and restoration.
- **Interactive Map.** The Future Land Use Map can be published online through ESRI.

4.2 TRANSPORTATION ELEMENT

The transportation element is a key formative system that will address the street network and alternative modes. This will include:

- Improvements to the existing street system.
- Proposed additions to the street system in the Development Framework that provides continuous access to future residential and commercial areas. The plan will identify missing links within the system and corridors for alternative forms of transportation.
- Policies and infrastructure to enhance pedestrian and bicycle travel options.

4.3 COMMUNITY CHARACTER AND DESIGN

The urban design element is closely related to the other elements. The policies and actions recommended related to urban design will be driven by public input.

4.4 PARKS, TRAILS AND GREENWAYS

We will identify gaps in the system related to future growth areas and greenway corridors that can connect destinations around the community.

4.5 HOUSING AND NEIGHBORHOODS COMPENDIUM

We will prepare a compendium publication that provides a deep-dive strategy for the future of Marshalltown's housing. The housing element will be paired with the city's land use strategy and housing market assessment to identify neighborhood-level housing strategies. To do this we will:

- Establish housing goals based on community input, market analysis, and physical assessment of the city. These themes will be organized around opportunities, gaps, and issues.

- Determine needs to achieve overall housing objectives and needs by type and cost.
- Create a tailored housing and neighborhood implementation program for the City addressing such issues as available sites, mix of housing types, and neighborhood rehabilitation needs. Strategies will address:
 - Gaps in the market
 - Organizational and housing delivery systems
 - Program approaches
 - Strategies for affordable housing
 - Rehabilitation and neighborhood development
 - Regulatory approaches and strategies
 - Supporting services and other issues

4.6 FACILITIES and INFRASTRUCTURE

Community services and infrastructure both form and adapt to land use directions and policy. We will interview facility managers to reveal current deficiencies (real and perceived) and their ability to meet future needs.

TASK 5: IMPLEMENTATION

The task summarizes each recommendation and first steps for implementation.

5.1 IMPLEMENTATION WORKSHOP

During the workshop, the team works with participants to establish criteria for determining the priority of proposed projects. These criteria will be matched with the vision established in the engagement process to recommend phasing.

- **Implementation Table.** The Plan will include an implementation plan presenting the recommendations, sequencing, leaders, partners, and potential funding sources for capital items. Capital items will be presented in zero-to-5-year, 5-to-10-year, and 10-to-20-year increments.
- **Housing Strategy Table Compendium.** The final housing report will outline housing strategies and policies further with an implementation table that identifies timeline for implementation; Responsible parties; Key partners; Funding sources

5.2 PUBLICATION

The publication includes a compendium of documents that relate to each other, including:

- Comprehensive Plan
- Housing Analysis & Development Strategies

5.3 ZONING REVIEW ANNOTATIONS

RDG will annotate the existing zoning code, providing comments to reconcile conflicts with the comprehensive plan and housing strategies and offer tailored language for consideration.

5.4 OPEN HOUSE

The Open House allows the public to learn about the plan's recommendations before formal approval.

5.5 FINAL APPROVAL

RDG will attend two approval meetings under the current scope of services. Additional meetings can be negotiated. Deliverables:

- Plan Document (web-based and pdf)
- Packaged InDesign file with narrative, graphics and maps.
- GIS files



**MARSHALLTOWN
MORE THAN EVER**

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: Christopher Jones, Police Chief
Meeting Date: July 14, 2025
Re: Resolution Approving an Agreement for Traffic Enforcement Services
Between the City of Marshalltown, Iowa, and the Central Iowa Traffic Safety
Task Force, Created Pursuant to Chapter 28E.12 of the Iowa Code

Strategic Plan Objective:

This program aims to enhance our City's services by partnering with additional law enforcement agencies to improve our quality of life.

Recommended:

Staff would recommend entering into a 28E agreement with the Central Iowa Traffic Safety Task Force.

Budget Impact:

No direct budgetary impact.

Description/Background:

The Central Iowa Traffic Safety Task Force (CITSTF) is a collaborative association comprising of multiple municipal law enforcement organizations from nine central Iowa counties. The CITSTF was developed to bring law enforcement resources together among agencies to provide traffic safety education and concentrated traffic enforcement operations to areas within Central Iowa. This 28E agreement would provide an opportunity for a Marshalltown Police Officer to participate on a traffic safety board, helping to bring education and enforcement resources to our community.

Attachments:

1. Resolution Approving 28E for Central Iowa Traffic Enforcement Task Force
2. CITSTF Agreement

**RESOLUTION APPROVING AN AGREEMENT FOR TRAFFIC ENFORCEMENT
SERVICES BETWEEN THE CITY OF MARSHALLTOWN, IOWA, AND THE
CENTRAL IOWA TRAFFIC SAFETY TASK FORCE, CREATED PURSUANT TO
CHAPTER 28E.12 OF THE IOWA CODE**

WHEREAS, the City of Marshalltown, Iowa, has negotiated joint participation in the Central Iowa Traffic Safety Task Force pursuant to Chapter 28E of the Iowa Code, with the Iowa Alcoholic Beverages Division, State of Iowa; and

WHEREAS, the City Council of Marshalltown finds this Agreement for Services is in the best interest of the City.

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

Section 1. That the attached Agreement for Services is hereby approved in all respects and particulars.

Section 2. The Agreement for Services shall begin on August 1, 2025, and remain in effect until either party terminates the Agreement in writing.

Section 3. That the Chief of Police is hereby authorized and directed to execute said Agreement for Services on behalf of the City of Marshalltown, and the City Clerk is authorized and directed to file this Agreement for Services with the Secretary of State, as required by law.

Passed this 14th day of July, and signed this _____ day of July 2025.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, CMC, City Clerk

AGREEMENT BETWEEN CENTRAL IOWA LAW ENFORCEMENT
AGENCIES FOR TRAFFIC ENFORCEMENT
CHAPTER 28E

THIS AGREEMENT is entered into pursuant to Chapter 28E of the Iowa Code between multiple municipalities located within nine counties. Boone County, Dallas County, Jasper County, Madison County, Marion County, Marshall County, Polk County, Story County, and Warren County, Iowa; (hereinafter the designated counties) and with the designated counties.

1. **Purpose.** This Agreement is for the purpose of creating the Central Iowa Traffic Safety Task Force. (hereinafter "CITSTF" or "Task Force") No new entity is created by this 28E agreement. Rather, this arranges a collaborative joint targeted law enforcement group. Collaborative joint targeted enforcement actions provide an opportunity for improved public education and enforcement of traffic laws in Central Iowa. Task Force activities are staffed by personnel from various member law enforcement agencies. This Agreement does not preclude other cooperative law enforcement activities.
2. **Membership.** Any signatory municipality within the designated counties may designate one voting member of the Task Force. The following non-municipal entities may designate one voting member of the task force: the Iowa Department of Natural Resources, the Iowa State Patrol, Iowa Department of Transportation, the GTSB and the Iowa National Guard. Municipalities outside of the designated counties may assist with Task Force work
3. **Operating expenses.** The initial operating expenses of the Task Force are covered by a grant from the Governor's Traffic Safety Bureau. Any funds are held in escrow by an agency designated by the CITSTF Board. Voting members will determine how funds are to be allocated for Task Force expenses.
4. **Personnel.** Any participating member may supply personnel to the Task Force. The employing agency or office remains liable for worker's compensation, other job benefits, and disability payments for the participating peace officer. The employing agency or office is responsible for payment and any overtime which may be incurred, including any court time. Each participating member assumes responsibility for its employee's actions and will defend its employees under Chapter 670.
5. **Jurisdiction.** Except as set out in this paragraph, the prosecuting authority over violations occurring within the designated counties shall be determined by the location of the violation without regard to the agency that employs the officer who initiated the charge. For the purposes of this Agreement, the County Attorneys of the participating designated counties delegate to the City Attorney of a participating municipality, the authority to prosecute state traffic and simple misdemeanor charges which arise during a targeted enforcement action within that municipality, unless the person charged is also charged with an indictable

offense in which case the respective County Attorney's Office will retain jurisdiction over any simple misdemeanor charge. Prosecutors from the participating designated counties and municipalities agree to evaluate and prosecute any offenses charged by Task Force Members based on the merit of the charge and not on the identity of the peace officer's employer. For unincorporated areas or if the city attorney is unable to prosecute charges for any reason, the County Attorney will prosecute charges filed by the Task Force.

6. **Indemnification.** To the extent authorized by law, each party agrees to indemnify and to hold the other party, its elected officers, agents, employees, successors, and assigns, harmless from and against all claims, demands, actions and/or causes of actions, judgments, settlements, or other costs, including reasonable attorney's fees, which the party, its successors and assigns, may incur or sustain a) by reason of the indemnifying party's breach of this Agreement or failure to legally or timely meet the responsibilities imposed herein, or b) by reason of the torts of the indemnifying party. Each party shall defend, indemnify and hold the other parties harmless from and against any and all claims, demands, causes of action, liability, loss, damage, or injury ("claims"), both to person and property, arising out of or related to this Agreement, to the extent such claims are attributable to the negligent or willful misconduct of the indemnitor; provided, indemnitee gives the indemnitor prompt notice of any such claims and all necessary information and assistance so that indemnitor, at its option, may defend or settle such claims and indemnitee does not take any adverse position in connection with such claims. In the event that any such liability, loss, damage or injury is caused by the joint or concurrent negligence or willful actions of multiple parties, the loss, expense or claim shall be borne by each party in proportion to its negligence or willful action. Nothing in this Section shall be deemed to limit the right of a party to defend against any claim or the application of any and all available protections and defenses under state and federal law, including, but not limited to, the Iowa torts Claims Act.
7. **Activities.** Initially the Task Force will intensely monitor traffic compliance in particular targeted areas within the designated counties. The interstate roadways commonly known as 1-235, 1-35 and 1-80 will be designated as continuing targeted enforcement areas under this agreement. All enforcement on these designated targeted enforcement roadways will be governed by each department's policies and procedures. Periodic target areas will be selected by agreement among the members as determined in the by-laws. Targeted activities will be approved by the County Attorney or designee, chief law enforcement officer or designee, and prosecuting city attorney, if any, for each particular event. The chief law enforcement officer may notify other local elected officials as appropriate.
8. **Protocols.** When an area is selected for targeted intense traffic enforcement by the Task Force, the following protocols will be used:
 - a. Citation forms of the jurisdiction in which the violation occurs will be used by all officers regardless of their employing jurisdiction. Officers should note on all traffic or criminal charges filed during an

enforcement project "CITSTF" to indicate the violation occurred during a CITSTF enforcement project.

- b. Prosecution will be by the prosecuting attorney of the targeted jurisdiction.
- c. Regardless of employer, sworn peace officers of any participating member are authorized to write tickets for the targeted enforcement. A roster of participating officers or deputies will be created for each event.
- d. The employer of each participating officer supplies the vehicle, equipment, weapons, uniform and any other necessary materials for the enforcement or educational project from the employing jurisdiction according to that department's policies.
- e. Fines generated from the targeted enforcement of city ordinances will go to the jurisdiction in which the violation occurs, regardless of the peace officer making the stop.
- f. All officers participating in a targeted enforcement project will abide by that officer's departmental policies and procedures for enforcement activity.

9. **Adding and removing members.** Any municipality within the designated counties who agrees to the terms of this Agreement is invited to participate by executing a signature page, signed by that jurisdiction's Mayor, Police Chief and City Clerk. Such a municipality will be deemed to be a participating member when such a signature page is filed -with the Iowa Secretary of State in accordance with the requirements of Chapter 28E of the Iowa Code. To withdraw from participation, a municipality, jurisdiction or agency who has previously signed this Agreement must notify the chairperson in writing of their withdrawal and the effective date of the withdrawal, and file a Notice of Withdrawal with the Iowa Secretary of State in accordance with the requirements of Chapter 28E of the Iowa Code. In the event of such a withdraw, any commitments, delegations, and/or authorizations made by that municipality, jurisdiction and/or agency under this agreement will be terminated as of the date of the withdrawal, except any employing agency or office is responsible and remains responsible for their employees as set out in paragraph 4 above. Any prosecution of charges originating in targeted enforcement actions that precede the withdrawal will take place according to this agreement.

10. **Delegation and its effect.** In order for an enforcement action to occur within a municipality, the chief law enforcement officer and the governing body for that municipality must sign this agreement. By signing this agreement, the chief law enforcement officer thereby authorizes peace officers from other participating agencies to issue tickets within that municipality during a task force enforcement action.

11. **Equipment.** Any equipment used by the Task Force will be retained by the participating jurisdictions.

12. **Duration.** This Agreement is effective as to its signatories when it has been executed by the Sheriff, the County Attorney and the Board of Supervisors from at least two of the designated counties and filed with the Iowa Secretary of State in accordance with the requirements of Chapter 28E of the Iowa Code. This agreement shall be terminated with respect to individual members upon giving of the Notice of Withdrawal as set out above. This agreement is terminated in total when it has been replaced and/or abolished upon a majority vote of the membership at such time.
13. **Amendments.** All proposed changes or amendments to this 28E will be brought to the Task Force for consideration. The amendment(s) will be reviewed at no less than two monthly Task Force meetings. Once the amendment(s) have been reviewed two or more times the Task Force will put the amendment to a vote. The amendment will be adopted if it receives a majority of the Task Force members' votes favor the amendment.
14. **Pursuits.** When a multi-agency traffic project is taking place, CITSTF and its participating member will make every effort to accommodate requests from the host agency. This includes, but is not limited to pursuits, termination of pursuits, and traffic enforcement areas. Barring input from the host agency, all participants shall follow the policies and procedures set by their employer.

28E AGREEMENT

CENTRAL IOWA TRAFFIC SAFETY TASK FORCE

Name of Jurisdiction:

The 28E for the Central Iowa Traffic Safety Task Force was adopted on_____.

City Clerk/Attorney

Mayor/Board of Supervisors

Police Chief/Sheriff

On behalf of other participating agencies:

Zachery Fries, CITSTF Chairman
West Des Moines Police Department



**MARSHALLTOWN
MORE THAN EVER**

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

To: Mayor and City Council
From: Alicia Hunter, City Clerk
Meeting Date: July 14, 2025
Re: Ordinance 15108 to Amend the Code of Ordinances, City of Marshalltown, Iowa, Chapter 133 Offenses Concerning Minors - 2nd Reading

Strategic Plan Objective:

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

Recommended:

Approve the ordinance amendment.

Budget Impact:

N/A

Description/Background:

Chapter 133 Offenses Concerning Minors addresses curfew, minors in pool or billard rooms, selling cigarettes to minors and minors buying cigarettes, minors pretending to be of age and exhibiting persons. The police department reviewed the chapter and recommended the following revisions.

- Update the curfew for minors under the age of 18 to 11:00 pm within the city limits to provide consistency.
- Repeal section 133.002 Minors in pool and billard rooms where alcoholic beverages sold.
- Update the age for purchasing cigarettes and other products to 21 years old.
- Repeal section 133.005 Exhibiting persons.
- Update the penalty section.

Attachments:

1. 2025-06-23_ORD 15108_Amend CH 133 Offenses Concerning Minors
2. 2025-06-23_ORD 15108_Amend CH 133 Offenses Concerning Minors_Redline

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA, CHAPTER 133 OFFENSES CONCERNING MINORS

WHEREAS, on December 20, 2019, with the enactment of the Appropriations for Fiscal Year 2020 signed by President Donald Trump, the federal smoking age was raised to 21 years of age; and

WHEREAS, State of Iowa law indicates it is illegal for a person to sell, give, or otherwise supply any tobacco, tobacco products, alternative nicotine products, vapor products, or cigarettes to any person under 21 years of age; and

WHEREAS, staff provided additional revisions to the chapter to bring it up to date along with providing a consistent curfew time; and

WHEREAS, the City Council finds it in the best interested to amend the Code of Ordinances.

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

Section 1. Amendment.

The Code of Ordinances of the City of Marshalltown, Iowa, is hereby amended by replacing the following sections:

§ 133.001 CURFEW; MINORS ON STREETS; HOURS.

(1) Minors under age 18.

(a) It shall be unlawful for any minor under the age of 18 years to be or remain in or upon any streets, alleys, public ways, vacant lots or other unsupervised places in the city between the hours of 11:00 p.m. to 6:00 a.m., unless satisfying the exceptions set out in division (A)(2) below.

(2) Exceptions. No minor shall be considered in violation of the curfew of the city if satisfying one or more of the following:

(a) The minor is accompanied by a parent;

(b) The minor is traveling to or returning from employment or a religious, political, economic or cultural assembly, and is journeying directly to such an activity or home, and not otherwise. This exception requires prior parental approval concerning such activity;

(c) The minor is accompanied by a supervising adult who has been previously approved, for the purpose involved, by a parent;

(d) The minor is an emancipated minor;

(e) The minor is traveling interstate for a lawful purpose and with the consent of a parent; and/or

(f) The minor is found on the public sidewalk between the street and the home of his or her parent or the home of one of the members of the group with whom the minor is socializing if the gathering is otherwise lawful.

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

EMANCIPATED MINOR. A minor who no longer lives with a parent and is self-supporting.

MINOR. Any person under the age of 18 years.

PARENT. Biological parents, a guardian or custodian appointed by the courts or an adult who has accepted the role of a parent at the request of a biological parent, guardian or custodian.

(B) (1) It shall be unlawful for any parent, guardian or other person having the care and custody of a minor under the age of 18 years to permit such minor to violate the provisions of division (A) above.

(2) It shall not constitute a defense to this section that such parent, guardian or other person having the care and custody of a minor did not have knowledge of the presence of such minor in or upon any streets, alleys, public places, vacant lots or other unsupervised places in violation of division (A) above.

Penalty, see § 133.999

§ 133.002 SELLING CIGARETTES TO MINORS; MINORS BUYING CIGARETTES.

Persons under legal age.

(A) A person shall not sell, give, or otherwise supply any tobacco, tobacco products, alternative nicotine products, vapor products, or cigarettes to any person under 21 years of age.

(B) A person under age 21 years of age shall not smoke, use, possess, purchase, or attempt to purchase any tobacco, tobacco products, alternative nicotine products, vapor products, or cigarettes.

Statutory reference: I.C.A. § 453A.2. Penalty, see I.C.A. § 453A.2.

§ 133.003 MINORS PRETENDING TO BE OF AGE.

(A) It is unlawful for any person under the age of 21 years of age to represent, pretend or claim that he or she is 21 years of age or over, for the purpose of inducing or procuring any merchant or dealer to sell such person any tobacco, tobacco products, alternative nicotine products, vapor products, or cigarettes.

Penalty, see § 133.999

§ 133.999 PENALTY.

(A) Any person violating any provision of this chapter for which no specific penalty is prescribed shall be subject to 10.999 of this code of ordinances.

(B) A minor who violates 133.001(A) of this chapter shall be punished by a penalty as provided in 10.999(A) of this code of ordinances.

(C) A minor who violations 133.003 this chapter shall be punished by a penalty as provided in I.C.A. § 453A.2.

Section 3. Severability Clause.

If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of this ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

Section 4. Repealer.

All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

Section 5. Effective Date.

This ordinance shall be in full force and effect after its final passage, approval, and publication as provided by law.

Passed this _____ day of _____ 2025, and signed this _____ day of _____ 2025.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, CMC, 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 _____, 2025, and was published in the Marshalltown Times-Republican, a newspaper of general circulation in the City of Marshalltown, Iowa, on the _____ day of _____, 2025.

Alicia Hunter, City Clerk

CHAPTER 133: OFFENSES CONCERNING MINORS

Section

133.001 Curfew; minors on streets; hours

~~133.002 Minors in pool and billiard rooms where alcoholic beverages sold~~

133.003 Selling cigarettes to minors; minors buying cigarettes

133.004 Minors pretending to be of age

~~133.005 Exhibiting persons~~

133.999 Penalty

§ 133.001 CURFEW; MINORS ON STREETS; HOURS.

~~—(A) (1) Minors under age 15 generally. It shall be unlawful for any minor under the age of 15 years to be or remain in or upon any streets, alleys, public places, vacant lots or other unsupervised places in the city between the hours of 10:00 11:00 p.m. to 6:00 a.m. without reasonable cause, unless such minor is accompanied by his or her parent, guardian or other adult person having the care and custody of the minor at the direction of the parents or the guardian.~~

~~(12)~~ Minors under age 18.

~~(a) Downtown area. The downtown area is established as follows: that area included within the entire boundaries of the intersections of West Linn Street and South 3rd Street, north to and including the intersection of North 3rd Street and West State Street and east to and including the intersection of East State Street and North 3rd Avenue, south to and including the intersection of South 3rd Avenue and East Linn Street and west therefrom to the point of beginning. Within the downtown area, it shall be unlawful for any minor under the age of 18 years to be or remain in or upon any streets, alleys, public places, vacant lots or other unsupervised places in the city between the hours of 10:30 p.m. to 6:00 a.m., unless satisfying the exception set out in division (A)(3) below.~~

~~(ba) Non-downtown areas. All other portions of the city are, by definition, to be considered outside of the downtown area, as defined in division (A)(2)(a) above. In this other area, it shall be unlawful for any minor under the age of 18 years to be or remain in or upon any streets, alleys, public ways, vacant lots or other unsupervised places in the city between the hours of 11:00 p.m. to 6:00 a.m., unless satisfying the exceptions set out in division (A)(23) below.~~

~~(23) Exceptions. No minor shall be considered in violation of the curfew of the city if satisfying one or more of the following:~~

(a) The minor is accompanied by a parent;

(b) The minor is traveling to or returning from employment or a religious, political, economic or cultural assembly, and is journeying directly to such an activity or home, and not otherwise. This exception requires prior parental approval concerning such activity;

(c) The minor is accompanied by a supervising adult who has been previously approved, for the purpose involved, by a parent;

(d) The minor is an emancipated minor;

(e) The minor is traveling interstate for a lawful purpose and with the consent of a parent; and/or

(f) The minor is found on the public sidewalk between the street and the home of his or her parent or the home of one of the members of the group with whom the minor is socializing if the gathering is otherwise lawful.

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

EMANCIPATED MINOR. A minor who no longer lives with a parent and is self-supporting.

MINOR. Any person under the age of 18 years.

PARENT. Biological parents, a guardian or custodian appointed by the courts or an adult who has accepted the role of a parent at the request of a biological parent, guardian or custodian.

(2013 Code, § 21-15)

(B) (1) It shall be unlawful for any parent, guardian or other person having the care and custody of a minor under the age of ~~18~~21 years to permit such minor to violate the provisions of division (A) above.

(2) It shall not constitute a defense to this section that such parent, guardian or other person having the care and custody of a minor did not have knowledge of the presence of such minor in or upon any streets, alleys, public places, vacant lots or other unsupervised places in violation of division (A) above.

(2013 Code, § 21-16)

(Ord. 66, passed 8-14-1950; Ord. 14394, passed 10-12-1992; Ord. 14709, passed 3-25-2003; Ord. 14970, passed 11-27-2017) Penalty, see § 133.999

~~§ 133.002 MINORS IN POOL AND BILLIARD ROOMS WHERE ALCOHOLIC BEVERAGES SOLD.~~

~~—(A) It shall be unlawful for any person to allow any person under 18 years of age to remain in any pool or billiard room or hall or to take part in any game known as pool, billiards or pocket billiards, or any variation thereof, if either beer, wine, spirits, alcoholic liquor or alcoholic beverage of any kind is therein sold, served, dispensed or used or if gambling or any other violation of statute, provision of this code or other city ordinance therein takes place; but, otherwise, it shall be lawful to have and operate such a pool and/or billiard room and pocket billiard room as to persons and minors of all ages, whether the room is at, below or above ground level.~~

~~—(B) In construing this section, a POOL OR BILLIARD HALL OR ROOM shall be limited to that portion of any building, room or premises actually occupied by pool or billiard tables and shall not include any part of the building, room or premises set apart or used exclusively as a barbershop or place for accommodation of patrons as a soda fountain or candy counter, even though such separate business or place is conducted within the same building, room or premises.~~

~~(2013 Code, § 21-17) (Ord. 75, passed 8-14-1950; Ord. 9801, passed 4-28-1959; Ord. 10478, passed 9-24-1963) Penalty, see § 133.999~~

§ 133.0023 SELLING CIGARETTES TO MINORS; MINORS BUYING CIGARETTES.

~~—It is unlawful for any person:~~

~~—(A) To sell or give any cigarette or cigarette paper to any person under 18 years of age; and/or~~

~~—(B) Under 18 years of age to buy, accept or receive from any merchant, dealer or place of business any cigarette or cigarette paper.~~

~~(2013 Code, § 21-19) (Ord. 75, passed 8-14-1950) Penalty, see § 133.999~~

Persons under legal age.

(A) A person shall not sell, give, or otherwise supply any tobacco, tobacco products, alternative nicotine products, vapor products, or cigarettes to any person under 21 years of age.

(B) A person under age 21 years of age shall not smoke, use, possess, purchase, or attempt to purchase any tobacco, tobacco products, alternative nicotine products, vapor products, or cigarettes.

Statutory reference: I.C.A. § 453A.2. Penalty, see I.C.A. § 453A.2.

Commented [SK1]: I do not think this part is needed.

§ 133.0034 MINORS PRETENDING TO BE OF AGE.

(A) It is unlawful for any person under the age of ~~18~~21 years to represent, pretend or claim that he or she is ~~18~~21 years of the age of or over, for the purpose of inducing or procuring any merchant or dealer to sell such person any ~~cigarette or cigarette paper~~ tobacco, tobacco products, alternative nicotine products, vapor products, or cigarettes.

(2013 Code, § 21-20) (Ord. 75, passed 8-14-1950) Penalty, see § 133.999

§ 133.005 EXHIBITING PERSONS.

~~—(A) A person shall not exhibit, place on exhibition or cause to be exhibited any person without the permission of the person exhibited or the person's parent or guardian.~~

~~—(B) A parent or guardian of an exhibited person shall not receive compensation from the exhibition.~~

~~(2013 Code, § 21-21) (Ord. 75, passed 8-14-1950) Penalty, see § 133.999~~

~~Statutory reference:~~

~~—Similar provisions, see I.C.A. § 727.10~~

§ 133.999 PENALTY.

(A) Any person violating any provision of this chapter for which no specific penalty is prescribed shall be subject to § 10.999 of this code of ordinances.

~~(B) —(B) A minor who violates § 133.001(A) of this chapter shall be punished by a penalty as provided in § 10.999(A) of this code of ordinances.~~

~~(C) A minor who violates 133.0023 this chapter shall be punished by a penalty as provided in I.C.A. § 453A.2.~~

(2013 Code, § 21-15) (Ord. 66, passed 8-14-1950; Ord. 14394, passed 10-12-1992; Ord. 14709, passed 3-25-2003; Ord. 14970, passed 11-27-2017)



**MARSHALLTOWN
MORE THAN EVER**

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, Steve Beck, Kasey Hutchinson
Meeting Date: July 14, 2025
Re: Middle Iowa Watershed Management Authority

Strategic Plan Objective:

Partner with citizens, for-profit, non-profit, and others to improve quality of life.

Recommended:

Staff recommend joining the Middle Iowa Watershed Management Authority.

Budget Impact:

There is no financial requirement to join the MIWMA. Any future financial or in-kind contributions would require separate Council approval.

Description/Background:

The Middle Iowa Watershed Management Authority (MIWMA) is a collaborative coalition of cities, counties, and Soil and Water Conservation Districts (SWCDs) formed under Iowa Code Chapter 28E and Iowa Code Section 466B.22. The purpose of the MIWMA is to enable regional cooperation in the assessment and improvement of water quality, flood risk reduction, and habitat enhancement within the Middle Iowa Watershed (HUC 07080208).

The MIWMA meets quarterly and is currently leading a watershed planning effort funded through a planning grant awarded by the Iowa Department of Natural Resources. The comprehensive watershed management plan will help prioritize areas for investment, identify stakeholder concerns, and create strategies for water quality improvement, flood reduction, and habitat restoration.

Participation in MIWMA does not require a financial commitment unless the City chooses to take on specific project responsibilities in the future. The Articles of Agreement clearly outline that member contributions must be approved by the governing body of each participating jurisdiction.

By joining the MIWMA, the City will gain:

- A seat on the MIWMA Board and a voice in regional watershed planning.

- Access to future grant opportunities and state resources.
- Opportunities to collaborate on flood mitigation, water quality, and green infrastructure initiatives that benefit Marshalltown and surrounding communities.

Currently, Marshall County is a participating member, and Marshalltown is among the eligible cities invited to join. Participation supports broader sustainability, resilience, and intergovernmental collaboration goals.

Attachments:

1. Middle IA Plan Kickoff_2024.07.11
2. Middle Iowa WMA 28E Agreement Final
3. MIWMA Brochure
4. Articles of Agreement - M516462 - Filed 01.07.25



Middle Iowa WMA **Comprehensive Water Quality** **Management Plan**

Plan Kickoff Meeting
July 11, 2024



Agenda

1:30 – 3:00

Agenda Items	Time
1. Introductions	15 min
2. Background, Purpose, and Need • Funding, requirements, content, *vision	15 min
3. Watershed Conditions • Existing data, known issues, *gap analysis	20 min
4. Plan Resources • *Mapping exercise	30 min
5. Next Actions • Who, what, by when	10 min

***Feedback generating discussion/activity!**



Purpose and Need

- 🌱 Define vision, goals, priorities, and measures
- 🌱 Discuss prior plans and existing information
- 🌱 Identify unique issues/concerns
- 🌱 Align WMA and partners to develop a useful, fundable, and implementable plan.

Plan Outline

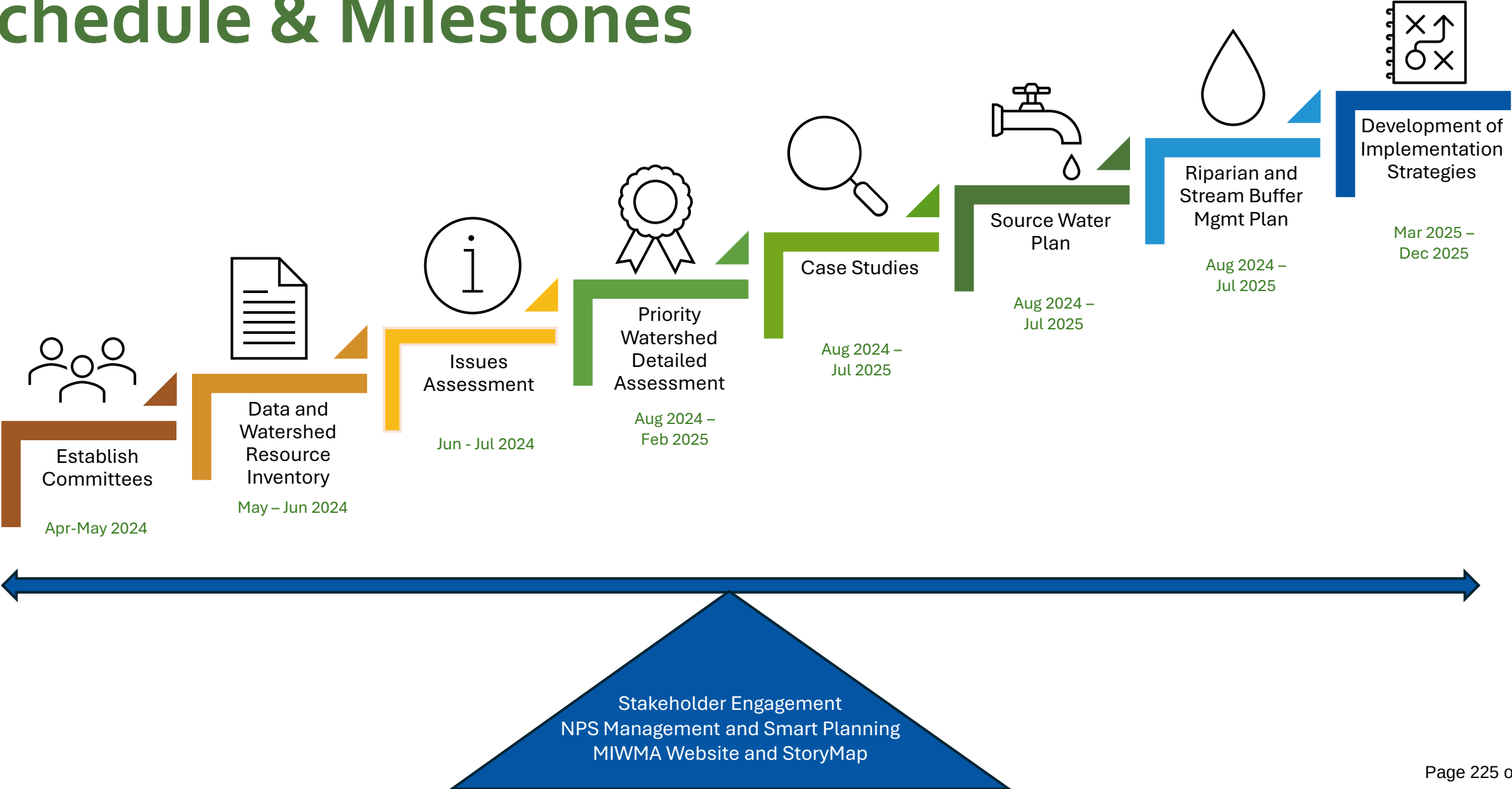
- Many ways plan can be structured
- Will be developed alongside the TAC

Middle Iowa Watershed Comprehensive Water Quality Management Plan

Plan Outline

- Executive Summary
 - Summary of each of the numbered plan items below
 - Overview of planning process
- Plan Introduction
 - Purpose of CWMP
 - Discussion on DNR Comprehensive Water Quality Planning Management Grant and Middle Iowa WMA
 - Committee composition and responsibilities
 - Role of the public and stakeholder engagement events in shaping plan
- Watershed Characteristics
 - Geology, soils, and topography
 - General map of the watershed
 - Land use
 - Climate
 - Surface water resources
 - Groundwater resources
 - Protected and public land, natural areas
 - Recreation areas
 - Communities
- Watershed Assessment and Baseline Conditions
 - Pollutant Source and Load Assessment
 - Subwatershed Prioritization
 - BMP Suitability Analysis
 - Riparian Area and Stream Buffer Management Plan
 - Community-Based Case Studies
- Watershed Goals and Objectives
- Implementation Strategies – Action Plan
 - BMP suitability analysis from ACPF
 - Priority subwatershed profiles with an action table, including who will be responsible, focus area(s), estimated cost, and progress towards goals
 - Identify potential funding opportunities

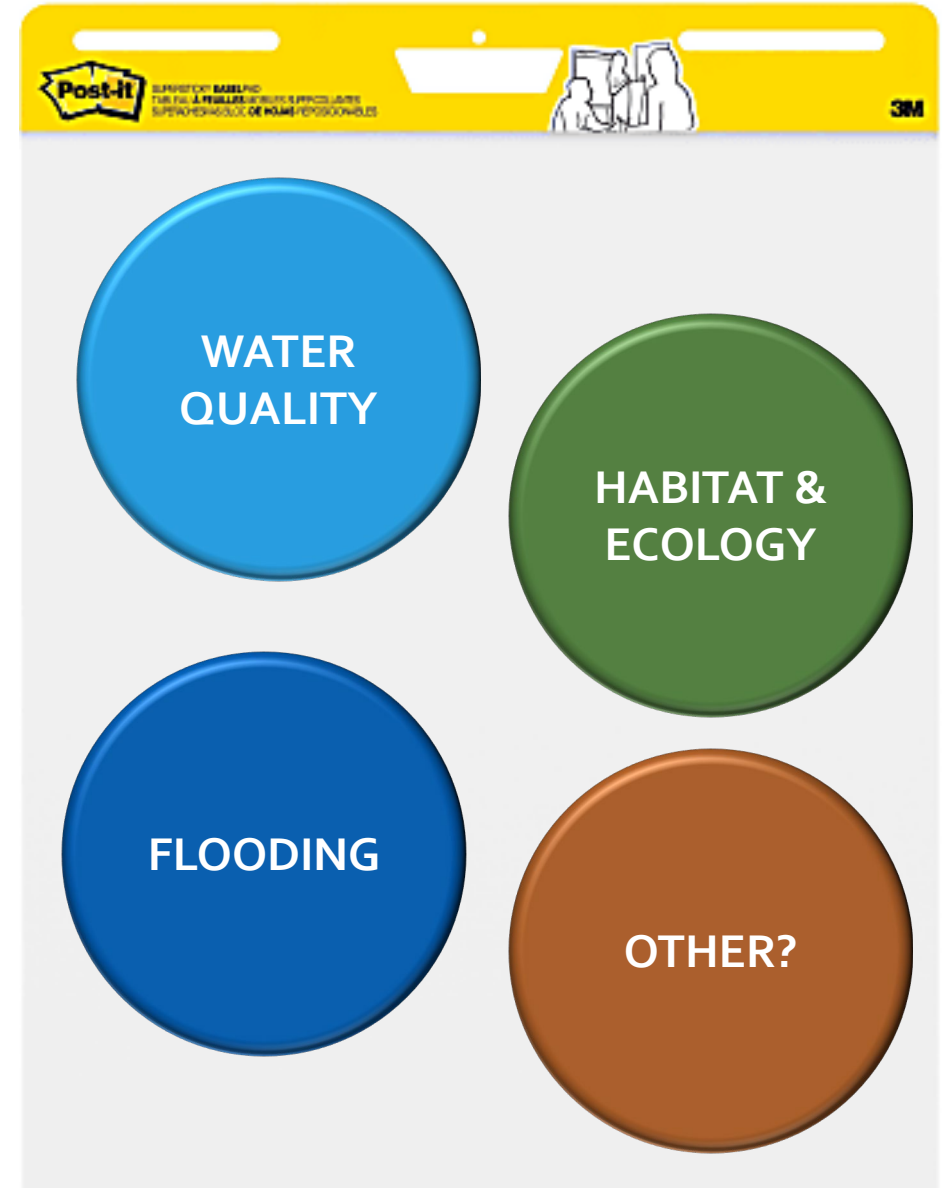
Schedule & Milestones



Visioning

🌱 This plan will be success if _____.

🌱 The thing that concerns me most is _____.



Watershed Conditions

- Existing data – available information, resources, and opportunities

Water Resources



Land/Ecology



Social/Community



Watershed Conditions



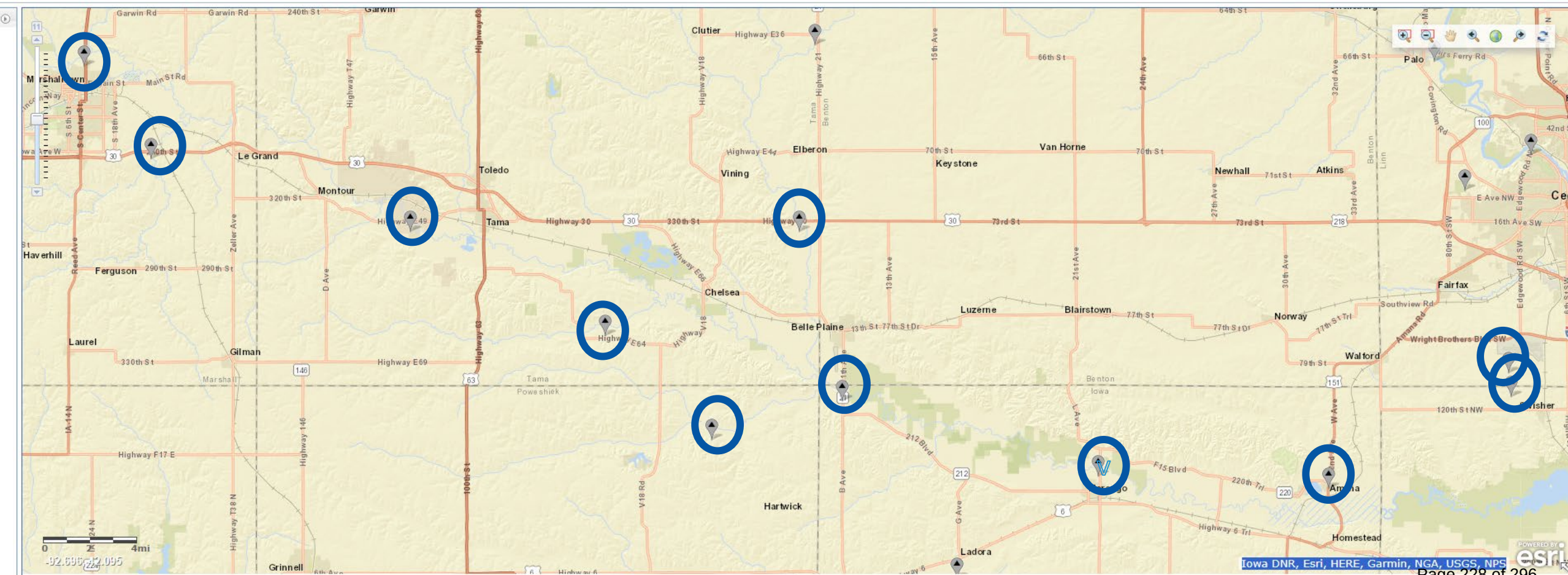
USGS Gaging Stations



USGS Home
Contact USGS
Search USGS

National Water Information System: Mapper

Help Info



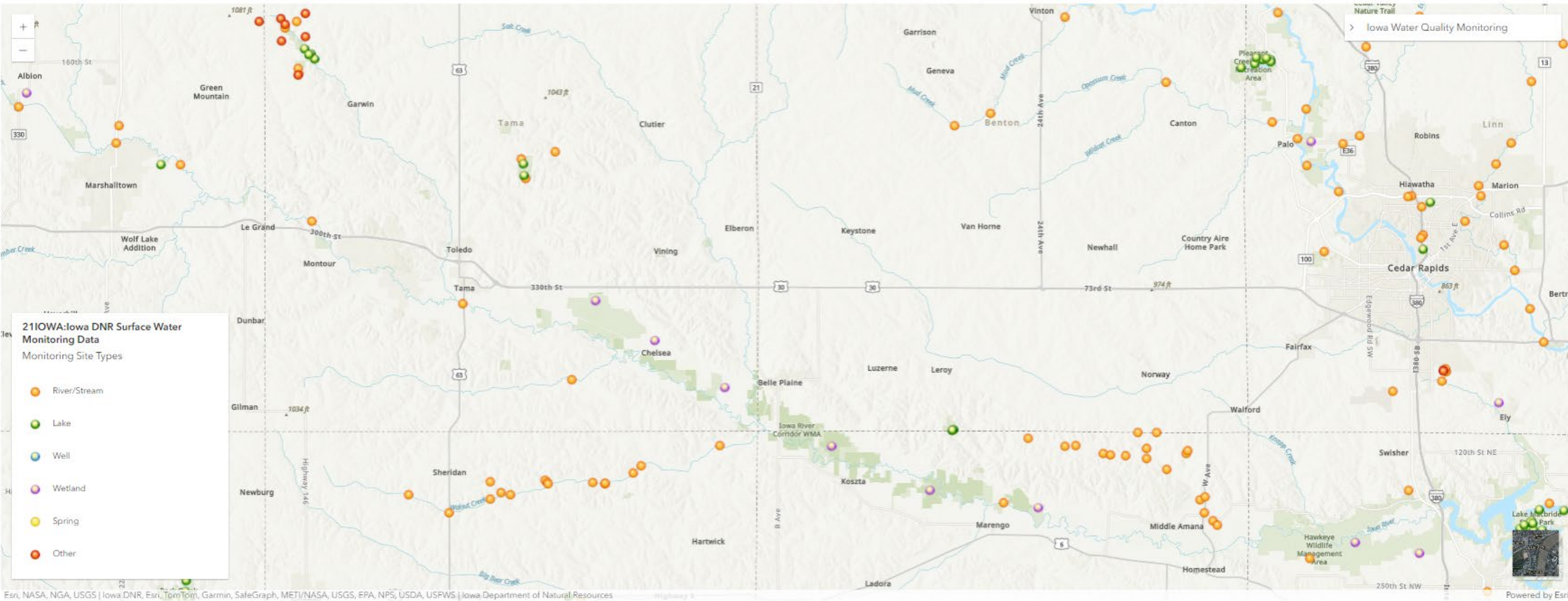
Iowa DNR, Esri, HERE, Garmin, NGA, USGS, NPS

Site Information

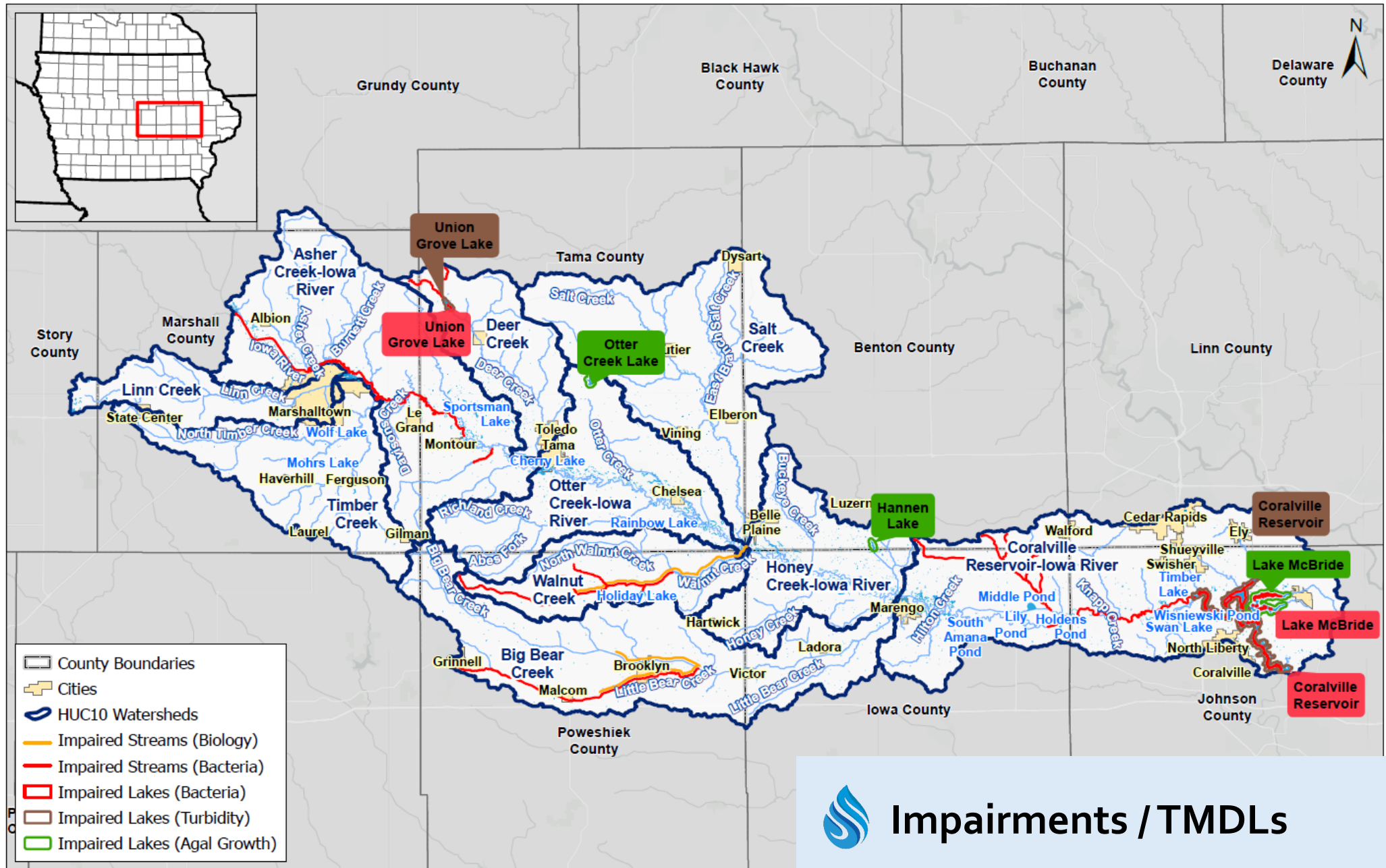
Watershed Conditions



Available WQ Data

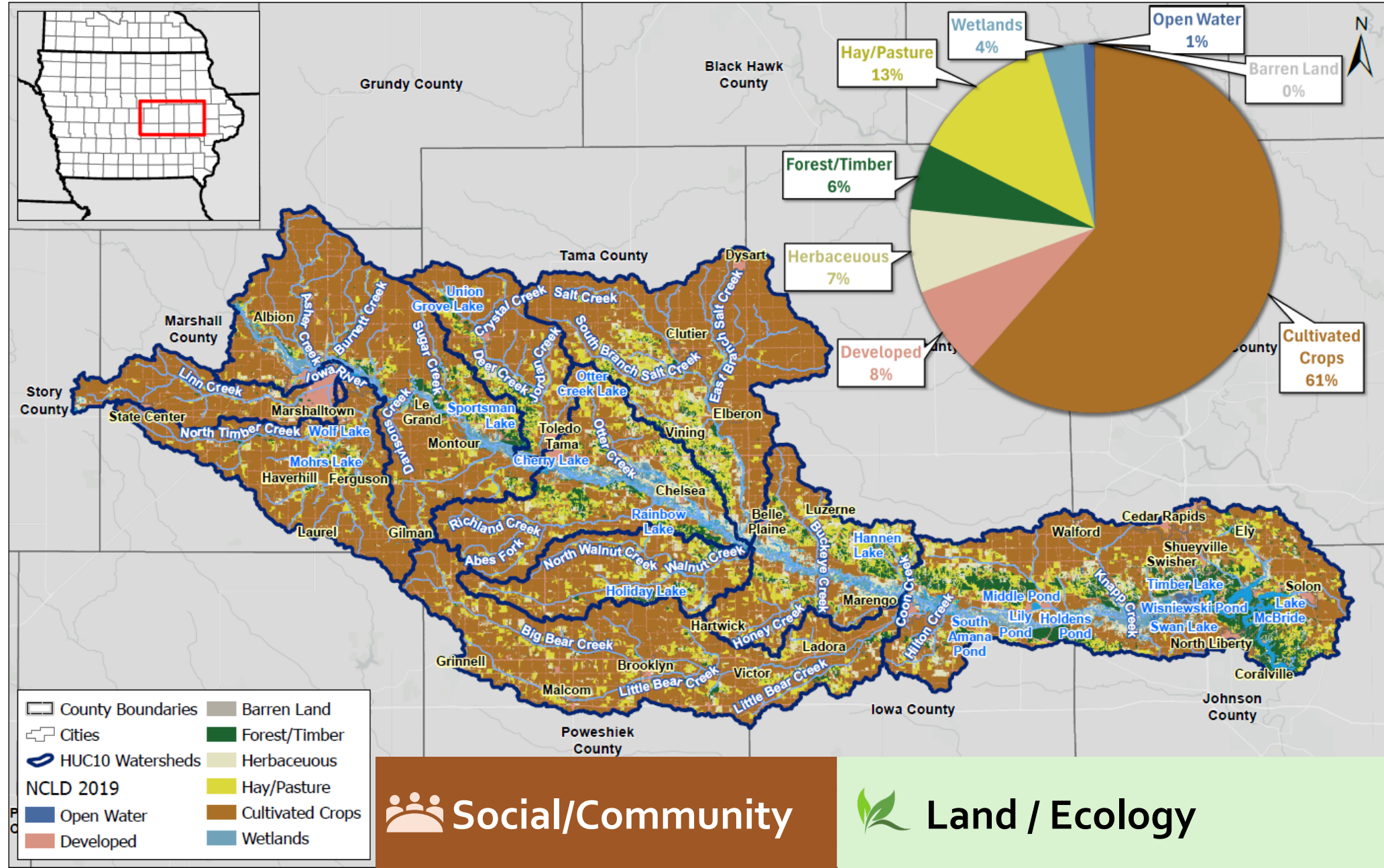


Watershed Conditions



Impairments / TMDLs

Watershed Conditions

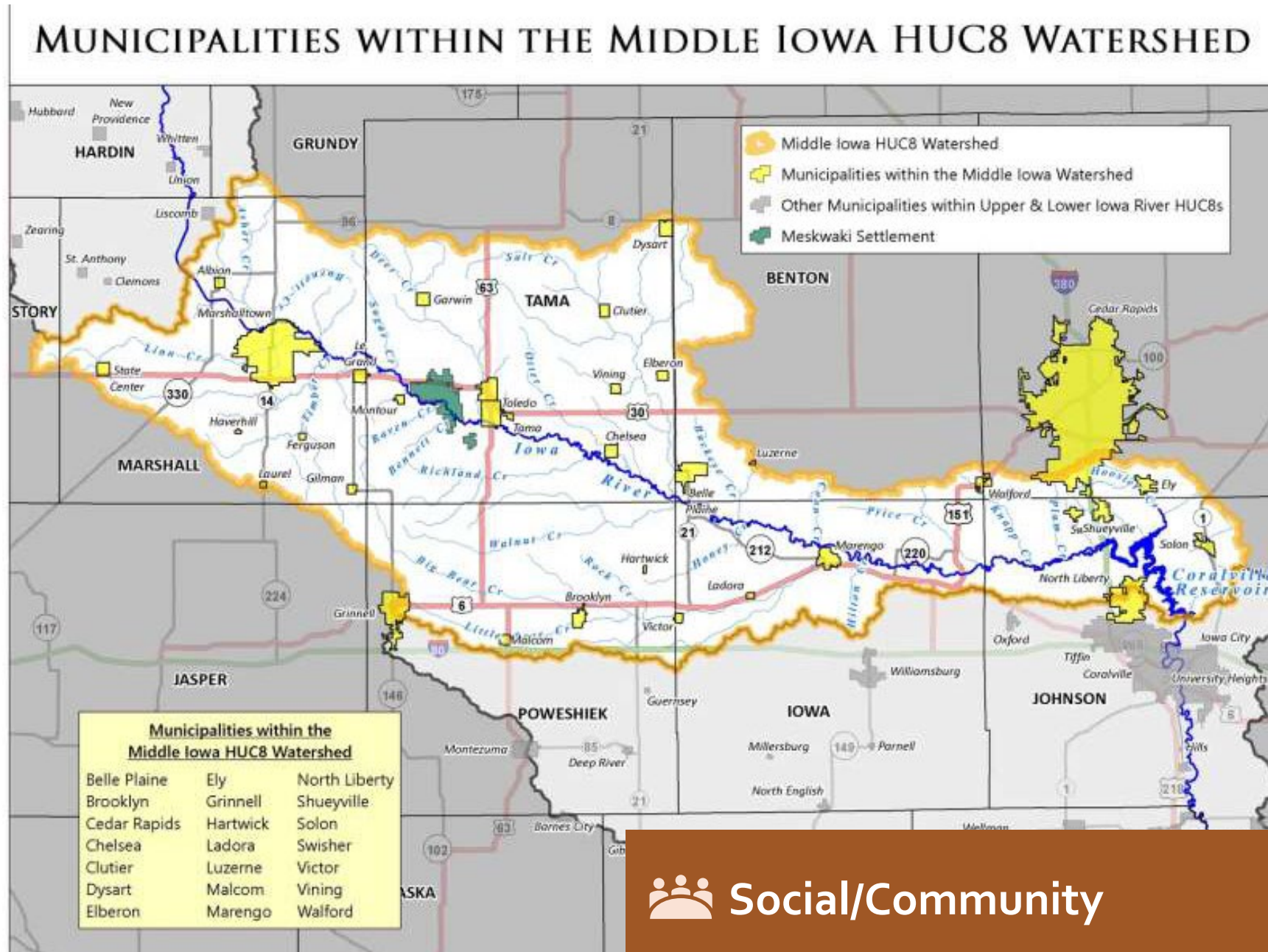


Social/Community



Land / Ecology

Watershed Conditions



Watershed Conditions

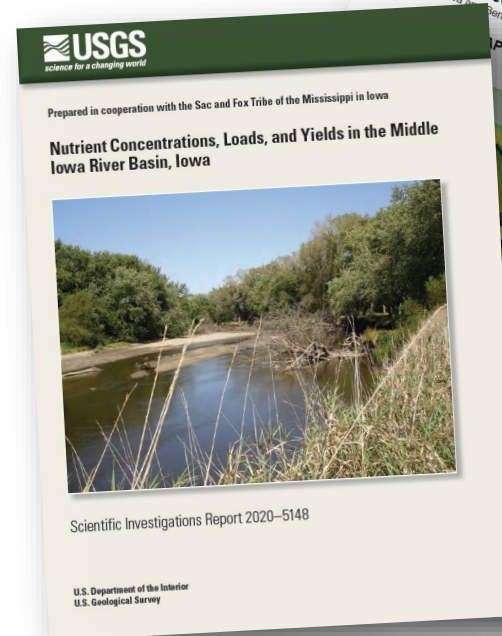
- ❧ Hazard Mitigation Plans
- ❧ Total Maximum Daily Loads (TMDLs)
- ❧ Watershed Plans
- ❧ Scientific Reports



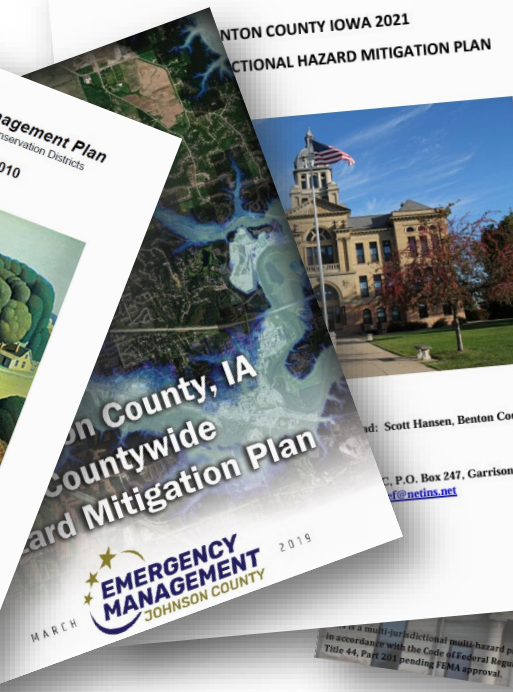
Prior Plans and Studies



Social/Community



Price Creek Watershed Management Plan
Iowa Benton County Soil and Water Conservation Districts
APPROVED OCTOBER 2010



Water Quality Improvement Plan
for the
Iowa River Basin

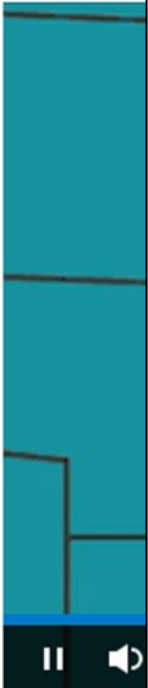
all County, Iowa
Mitigation Plan
17-2022



Issues

Nitrate
Colo

Associate
Published 10:2



Nitrates in Iowa's c
A study shows that nitrates
Register

A rural Iowa
running low

Homeland

Citizen scientists helping test Iowa water

Poweshiek Water Association issues mandatory water conservation order for Tama, Amana systems

KWWL Mar 15, 2024 Updated Mar 15, 2024 0



Max Pixel



Published: Oct. 31, 2023 at 6:2



Bill Waldie of Shueyville lowers a bucket Tuesday from a bridge on Ireland Avenue as he tests Clear Creek in Tiffin for nitrates. Waldie is among volunteers who help researchers test water quality. (Stephen Mally/The Gazette)

BELLE PLAINE, Iowa (KCRG) - The city of Belle Plaine is handing out cases of bottled water to its residents for free.

Shelby Nelson rinses off her daughter's face with tap water as she keeps track of how much money she's spent on the tap water as well. (Savannah B)

Issues

Iowa town takes

Timothy Meinch The Des Moines Register
Published 9:40 p.m. ET May 31, 2013 | Updated



Boil order

by Iowa's News Now Staff



Delfina Ordaz carries her child on her back while walking near a body of water.

High levels of 'forever chemicals' found in Tama's water supply



WEATHER

WATERLOO

FRIDAY
HI 55 LOW 33

SATURDAY
HI 55 LOW 34

SUNDAY
HI 60 LOW 53

Tama's water supply has a higher level of chemicals than drinking water advisories recommend.

By [KCRG Staff](#)
Published: Nov. 2, 2023 at 9:21 AM CDT

A photo of water boiling in an open pot on a hot stove at home. (Getty Images)

olation' of water

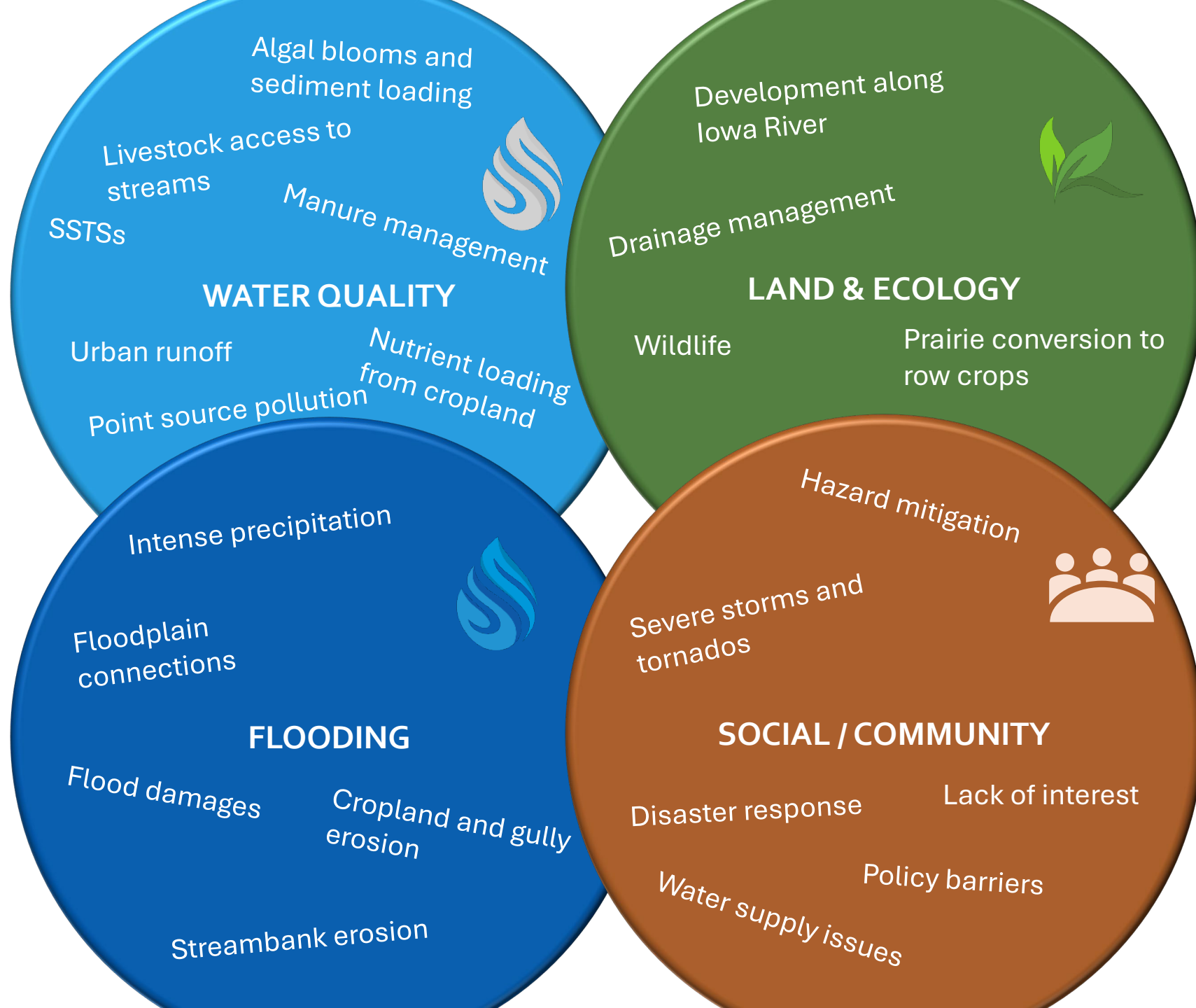
als" health advisory for its drinking
ng violation of the water testing
it simply means that one sample to be

sory on drinking water



Exterior view of the Tama water treatment plant. On Monday, the city issued a health advisory about the level per and polyfluorinated substances (PFAS) after a test showed a concentration of 5.7 parts per trillion.

Issues



Gap Analysis



Gaps in Water (Quality and Quantity) issues?



Gaps in Land/Ecology issues?



Gaps in Social / Community issues?



Planning Approach

🌱 Think about “scale” as we talk through plan elements

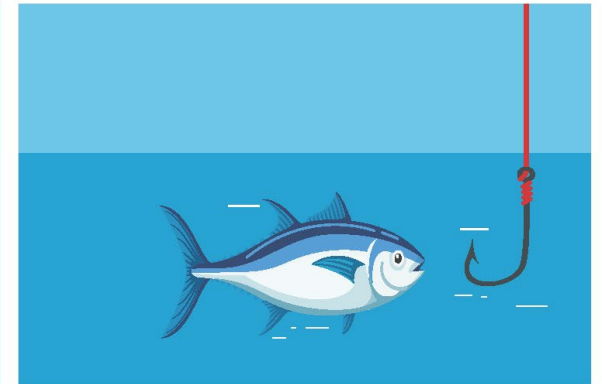
🌱 Casting a wide net

VS.

🌱 Targeted and specific



**Widespread
Maximize # BMPs
Big-Picture Approach**



**Focused Area(s)
Targeted Conservation
Specific Projects**

Riparian Buffer / Corridor Plan

Considerations

- Ownership/access
- Connectivity
 - To floodplain
 - Along corridor
- Oxbows
- Lowhead dams
- Water trails and recreation?





Priority HUC-12 Assessment

Considerations

- 🌱 Data driven
 - 🌱 Impairment/stressor driven
 - 🌱 Protection of high-quality resource
 - 🌱 High recovery potential
- 🌱 Stakeholder / community interest driven
- 🌱 Must identify pollutant sources and loads
 - 🌱 Can do about anything...but not everything

Case Studies

Considerations

- Identification/selection
- Goals/metrics
- Funding
- Community interest

WATER
QUALITY

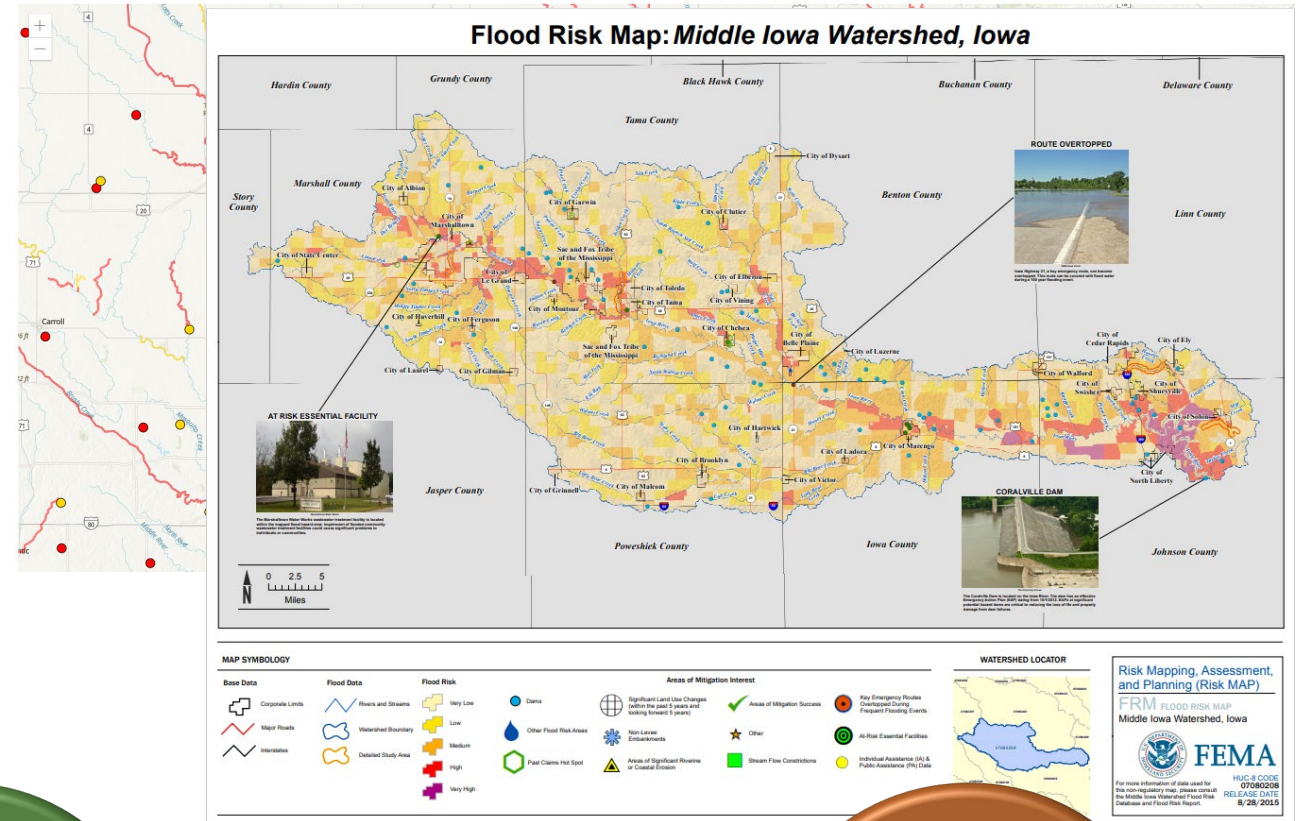
LAND /
ECOLOGY

FLOODING

SOCIAL /
COMMUNITY

2022 Impaired Waters Map

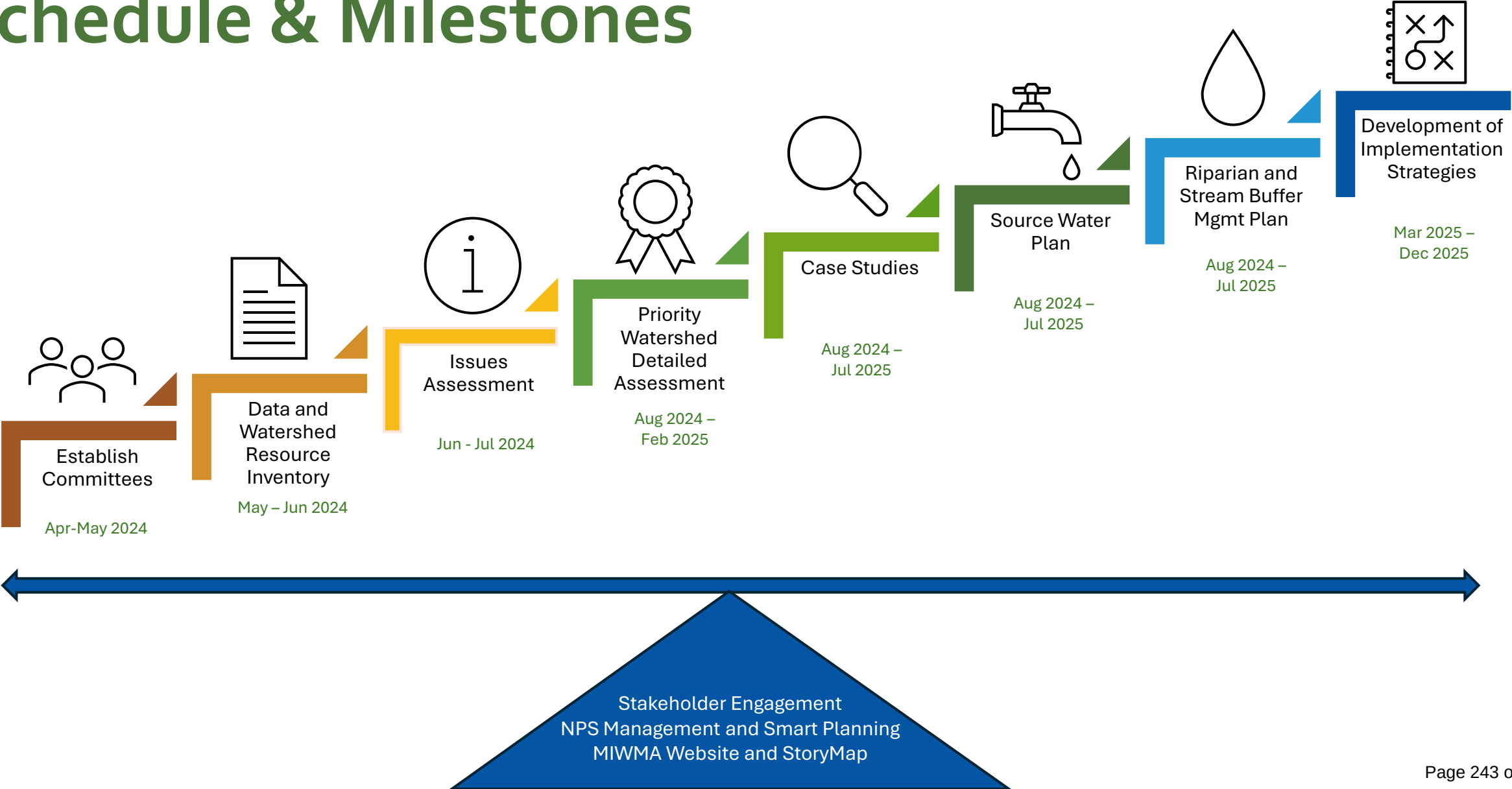
- Category 3** The State's Section 303(d) list of impaired waters. The waterbody is impaired and a total maximum daily load (TMDL) is needed.
- Category 4** The waterbody is impaired but a TMDL is not required or a TMDL has already been completed. The waterbody is not included on the state's section 303(d) list of impaired waters.



Mapping Exercise



Schedule & Milestones





Next Actions

Action Item	Who?	By When?
Next Step	(Affiliation)	(Date)
Identify volunteers for committees		
Complete watershed inventory		
Capture and prioritize key issues		
Define/develop priority HUC-12s		
Define/develop Case Studies		
Define/develop Riparian Plan approach		
Define/develop Source Water Plan		
Identify / attend key events		

Questions



**Middle Iowa Watershed Management Authority
Articles of Agreement**

THIS AGREEMENT is entered into pursuant to Iowa Code chapter 28E by and between the eligible political subdivisions that adopt these Articles of Agreement (hereinafter the "Agreement"). Eligible political subdivisions include the cities of Albion, Ferguson, Garwin, Gilman, Haverhill, Laurel, Le Grand, Marshalltown, Montour, State Center, Tama, Toledo, Belle Plaine, Brooklyn, Cedar Rapids, Chelsea, Clutier, Dysart, Elberon, Ely, Grinnell, Hartwick, Ladora, Luzerne, Malcom, Marengo, North Liberty, Shueyville, Solon, Swisher, Victor, Vining, Walford; the counties of Benton, Grundy, Iowa, Jasper, Johnson, Linn, Marshall, Poweshiek, Story, and Tama; and the Soil and Water Conservation Districts from the counties of Benton, Grundy, Iowa, Jasper, Johnson, Linn, Marshall, Poweshiek, Story, and Tama (hereinafter the "Members").

WHEREAS, Iowa Code section 466B.22 authorizes two (2) or more political subdivisions, defined as including cities, counties, and soil and water conservation districts, all of which must be located within the same United States Geological Survey Hydrologic Unit Code 8 Watershed, to enter into an agreement under Iowa Code Chapter 28E to establish a watershed management authority to enable cooperation in supporting watershed planning and improvements for the mutual advantage of the political subdivisions involved; and

WHEREAS, the Members deem establishment of the Middle Iowa Watershed Management Authority (hereinafter the "Authority"), encompassing all the Middle Iowa Watershed, Hydrologic Unit Code 8 ID #07080208 (hereinafter the "Watershed"), to be of mutual advantage; and

WHEREAS, it is mutually desired to enter this Agreement pursuant to Iowa Code Chapter 28E for the purpose of establishing the Authority to carry out planning and improvements in the Watershed; and

NOW, THEREFORE, it is agreed by and between the Members as follows:

SECTION 1. IDENTITY OF THE MEMBERS.

1.1 The counties of Benton, Grundy, Iowa, Jasper, Johnson, Linn, Marshall, Poweshiek, Story, and Tama; are each a political subdivision of the State of Iowa. Their respective addresses for notice, and all other purposes generally arising from this Agreement unless otherwise stated, are:

Benton County - 111 E 4th Street, Vinton, IA 52349

Grundy County - 706 G AVE, Grundy Center, Iowa 50638

Iowa County - 970 Court Avenue, Marengo, IA 52301

Jasper County - 101 1st Street N, Newton, IA 50208

Johnson County - 913 South Dubuque Street, Iowa City, IA 52240

Linn County - 935 2nd Street SW, Cedar Rapids, IA 52404

Marshall County - 1 E. Main Street, Marshalltown, IA 50158

Poweshiek County - 302 East Main, Montezuma, IA 50171

Story County - 900 Sixth Street, Nevada, IA 50201

Tama County - 104 W. State Street, Toledo, IA 52342

1.2 The cities of Albion, Ferguson, Garwin, Gilman, Haverhill, Laurel, Le Grand, Marshalltown, Montour, State Center, Tama, Toledo, Belle Plaine, Brooklyn, Cedar Rapids, Chelsea, Clutier, Dysart Elberon, Ely, Grinnell, Hartwick, Ladora, Luzerne, Malcom, Marengo, North Liberty, Shueyville, Solon, Swisher, Victor, Vining, Walford are each a municipality of the State of Iowa. Their respective addresses for notice, and all other purposes generally arising from this Agreement unless otherwise stated, are:

Albion - Albion Municipal Building, PO Box 219, Albion, IA 50005

Ferguson - Ferguson Municipal Building, PO Box 78, Ferguson, IA 50078

Garwin - 205 Main Street, Garwin, IA 50632

Gilman - 128 N Main St, Gilman, IA 50106

Haverhill - 305 2nd St, Haverhill, IA 50120

Laurel - 102 N Main St, Laurel, IA 50141

Le Grand - 104 West Main St, Le Grand, IA 50142

Marshalltown - 24 N Center Street, Marshalltown, IA 50158

Montour - 102 E. Elm Street, Montour, IA 50173

State Center - 118 East Main St, State Center, IA 50247

Tama - 305 Siegel Street, Tama, Iowa 52339

Toledo - 1007 S. Prospect Dr., Toledo, IA 52342

Belle Plaine - 207 8th Avenue, Belle Plaine, Iowa 52208

Brooklyn - 138 Jackson Street, Brooklyn, IA 52211

Cedar Rapids - 101 First Street SE, Cedar Rapids, Iowa 52401

Chelsea - 600 Station Street Chelsea, IA 52215

Clutier - 214 Main Street, Clutier, IA 52217

Dysart - 601 Wilson Street, Dysart, IA 52224

Elberon - P.O. Box 144, Elberon, IA 52225

Ely - 1570 Rowley Street, Ely, IA 52227
Grinnell - 520 4th Avenue, Grinnell, IA 50112
Hartwick - 201 Main St, Hartwick, IA 52232
Ladora - PO Box 169, Ladora, IA 52251
Luzerne - 114 East Iowa Street, Luzerne, IA 52257
Malcom - 305 3rd Street, Malcom, IA 50157
Marengo - 153 E. Main St, Marengo, IA 52301
North Liberty - 3 Quail Creek Circle, North Liberty, IA 52317
Shueyville - 2863 120th Street NE, Swisher, Iowa 52338
Solon - 101 N Iowa St, Solon, IA 52333
Swisher - 66 2nd Street SW, Swisher, IA 52338
Victor - 707 2nd Street, Victor, IA 52347
Vining - 407 1st Street, Vining, IA 52348
Walford - 120 5th Street North, Walford, IA, 52351

1.3 The Soil and Water Conservation Districts of Benton, Grundy, Iowa, Jasper, Johnson, Linn, Marshall, Poweshiek, Story, and Tama counties are each a governmental subdivision of the State of Iowa as defined in Iowa Code Section 161A3(6) and a soil and water conservation district established pursuant to Iowa Code Section 161A5(1). Their respective addresses for notice, and all other purposes generally arising from this Agreement unless otherwise stated, are:

Benton County SWCD - 1705 West D St Vinton, IA 52349
Grundy County SWCD - 805 W. 4th Street, Grundy Center, IA 50638
Iowa County - 435 N Highland, Williamsburg, IA 52361
Jasper County - 808 Iowa Speedway Dr. Newton, IA 50208
Johnson County - 913 South Dubuque Street, Iowa City, IA 52240
Linn County - 891 62nd Street, Marion, IA 52302
Marshall County - 2608 South 2nd Street Marshalltown, Iowa, 50158
Poweshiek County - 1211 Old 6 Rd, Malcom, IA, 50157
Story County - 3116 South Duff Ave. Suite 201, Ames, IA 50010
Tama County - 102 Business Hwy 30 W, Toledo, IA 52342

SECTION 2. PURPOSE.

This Agreement is intended to provide for the manner in which the Members shall cooperate with one another to successfully plan for and implement improvements within the Watershed, including but not limited to the following activities authorized pursuant to Iowa Code section 466B.2 (collectively, the “Authority’s Purposes”):

1. Assess the flood risks in the Watershed.
2. Assess the water quality in the Watershed.
3. Assess options for reducing flood risk and improving water quality in the Watershed.
4. Monitor federal flood risk planning and activities.
5. Educate residents of the Watershed area regarding water quality and flood risks.
6. Seek and allocate money made available to the authority for purposes of water quality and flood mitigation.
7. Make and enter into contracts and agreements and execute all instruments necessary or incidental to the performance of the duties of the Authority. A watershed management authority shall not acquire property by eminent domain.

SECTION 3. CREATION OF THE AUTHORITY.

Upon the effective date stated in this Agreement there is hereby created a public agency to be known as the "MIDDLE IOWA WATERSHED MANAGEMENT AUTHORITY" (the “Authority”). The Authority shall be a political subdivision of the State of Iowa and a legal entity separate and distinct from the corporate existence of any participating Members to this Agreement and shall be subject to the control and supervision of the Members to this Agreement or their officers and directors, only to the extent provided for herein.

A joint board of the participating Members known as the Middle Iowa Watershed Management Authority Board (hereinafter the “Board”) shall be responsible for fulfilling the purpose of the Authority. The Board shall be comprised of one appointee from each Member participating in this Agreement. The Board shall adopt bylaws governing the administration, development, operation, and management of the Authority.

SECTION 4. DURATION.

This Agreement shall be in effect perpetually until terminated pursuant to Section 10.

SECTION 5. POWERS AND DUTIES.

The Members shall retain all powers and duties conferred by law and shall assist each other in the exercise of such powers and the performance of such duties as are provided for in this Agreement. Notwithstanding the foregoing, the Authority, acting by and through the Board, shall have

the power to engage in and do any lawful act concerning the Authority's Purposes unless restricted or prohibited by Iowa law, this Agreement, or the bylaws adopted by the Board. Each Member shall be jointly responsible for focusing attention on:

- a. Assessing the flood risks in the watershed.
- b. Assessing the water quality in the watershed.
- c. Assessing options for reducing flood risk and improving water quality in the watershed.
- d. Monitoring federal flood risk planning and activities.
- e. Educating residents of the watershed area regarding water quality and flood risks.

A Member may, but will not be required to, accept a specific responsibility to assist in achieving the goals of the Authority. Acceptance of such responsibilities shall only be by official action of the governing body of the Member. These responsibilities include but are not limited to:

- a. identifying opportunities for funding and in-kind support for the undertaking of watershed planning and improvements within the Watershed;
- b. serving as fiscal agent for the Authority when funds are received from any source;
- c. identifying opportunities for infrastructure development and planning capable of assessing and mitigating flood risks in the Watershed;
- d. identifying the most effective best management practices for improvements of water quantity and water quality improvements in the Watershed;
- e. participating in any educational/outreach programs regarding water quality and flood risks;
- f. identifying opportunities for infrastructure development and planning capable of assessing and improving water quality in the Watershed;
- g. providing support for the administration of any projects, including technical, financial and clerical, as agreed to by the Members;
- h. securing such financing, including grants, loans and the issuance of bonds or loan agreements, as determined to be necessary or desirable to achieve the objectives of the agreement;
- i. coordinating with local wastewater utilities;
- j. designing and bidding of projects;
- k. administering contracts; and
- l. observing construction.

SECTION 6. MANNER OF FINANCING.

The Board may solicit, accept, and receive donations, endowments, gifts, grants, reimbursements, and other such funds as necessary to support work pursuant to this Agreement.

6.1 No action to contribute funds by the Board is binding on the Member that a Board appointee represents without official approval by the governing body of that Member. No Member may be required to contribute funds to the Authority, except to fulfill any obligation previously made by official action by the governing body of the Member.

6.2 All funds received for use by the Authority shall be held as a special fund by the fiscal agent designated by the Board. When funds are provided as a grant or loan directed to a Member for a project administered by that Member, the funds shall be retained and administered by that Member.

SECTION 7. ENTIRE AGREEMENT.

7.1 This Agreement contains the entire agreement of and integrates all the terms and conditions contained in and incidental to such Agreement. No modifications or waiver of any provision in this Agreement shall be valid unless in writing and signed by all the parties. If, for any reason, any provisions of this Agreement shall be inoperative, the validity and effect of the other provisions shall not be affected thereby.

7.2 If any provision of this Agreement is found to be invalid by any court, administrative agency or tribunal or competent jurisdiction, the invalidity of any such provision shall not affect the validity of the remaining provisions hereof.

SECTION 8. GOVERNING LAW.

This Agreement shall be governed by and interpreted under the laws of the State of Iowa and shall meet all the necessary legal requirements and publications as outlined in Iowa Code Chapter 28E and other applicable Iowa laws.

SECTION 9. AMENDMENTS.

9.1 This Agreement may be amended at any time by approval from the governing bodies of all Members. All amendments shall be in writing, executed by the authorized representative of each governing body of the Members, and filed in an electronic format with the Iowa Secretary of State as required by Iowa Code Section 28E.8.

9.2 Eligible political subdivisions that are not participating may later join the Authority by filing written notice with the Board and adopting this Agreement by resolution. The request to become a Member will be considered approved when the new Member has submitted the adopted resolution with the executed signature page and the updated Agreement has been filed in an electronic format with the Iowa Secretary of State as required by Iowa Code Section 28E.8.

SECTION 10. TERMINATION.

This Agreement shall terminate upon the majority vote of the Board or agreement of the governing bodies of all Members. Upon termination, all property and money then owned by the Authority shall be distributed according to the Member's contribution levels among the Members after payment of all debts. Any funds donated under a stipulation limiting their use shall be disbursed consistent with the donor's direction.

SECTION 11. EFFECTIVE DATE AND EXECUTION OF DOCUMENTS.

This Agreement shall take effect upon execution by sufficient Members as required by law and filing in an electronic format with the Iowa Secretary of State as required by Iowa Code Section 28E.8. The Members agree to timely execute any documents necessary to carry out the terms of this Agreement. The Members further agree that this document may be executed outside the presence of the other Members and in separate counterparts.

SECTION 12. WITHDRAWAL FROM MEMBERSHIP.

Any Member may withdraw from the Authority by the action of its governing body, unless the Authority then has unpaid debts or legal obligations, in which case the consent of the governing bodies of the remaining Members to the withdrawal is required. Such withdrawal will forfeit any right to a distribution in conjunction with a subsequent termination of this Agreement.

SECTION 13. WATERSHED BOUNDARY.

The geographical area to which this agreement applies shall be known as the Middle Iowa Watershed. The Middle Iowa is a United States Geological Survey Hydrologic Unit Code (HUC 8 ID #07080208) Watershed. The boundary of the Watershed is graphically displayed in Attachment 1, which is hereby incorporated into this Agreement.

SECTION 14. INDEMNIFICATION.

The Authority shall indemnify, defend, keep, save, and hold harmless the Members and their officers and employees from and against any and all losses, claims, damages, liability, costs, expenses, or deficiencies (including without limitation reasonable attorneys' fees and other costs and expenses reasonably incident to proceedings or investigations or the defense or settlement of any claim or claims) arising out of the Authority's activities, including without limitation challenges to the organization, creation or status of the Authority, whether based on tort, antitrust, non-competition, wage and hour violations, or any other claim of illegality, and whether based upon state, federal, local, or common law.

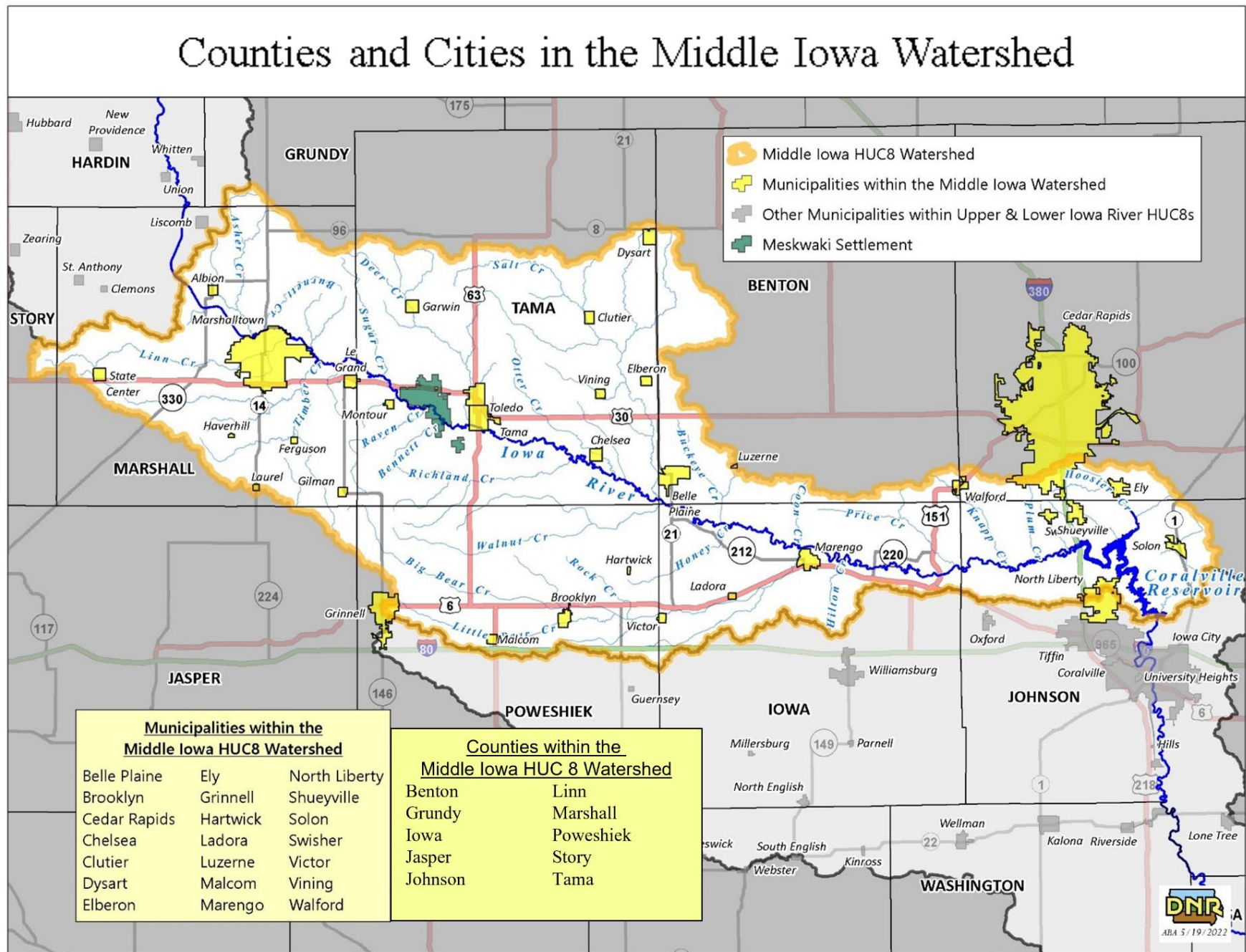
SECTION 15. AUTHORIZATION AND SIGNATURE PAGES.

15.1 Each Member to this Agreement shall supply to the Authority a copy of the resolution by which it adopted the Agreement. An example resolution template is shown in Attachment 3.

15.2 The Members agree that this Agreement has attached to it signature pages which shall be

assembled and filed together with the Agreement and shall together constitute one and the same instrument. A completed copy of the Agreement with all executed signature pages shall be sent to each Member.

15.3 Each signature page will be specific to each potential member and will contain only their signature lines. Example signature lines are shown in Attachment 2.



Attachment 2
Examples of Signature Lines

USE FOR COUNTY

Dated this _____ day of _____, 2023

_____ County, Iowa

BY: _____
Chair, Board of Supervisors

ATTEST: _____
County Auditor

USE FOR CITY

Dated this _____ day of _____, 2023

City of _____, Iowa

BY: _____
Mayor

ATTEST: _____
City Clerk

USE FOR SWCD

Dated this _____ day of _____, 2023

_____ County Soil & Water Conservation District

BY: _____
Chair, District Commissioners

ATTEST: _____
Commissioner

Attachment 3
Example Resolution

RESOLUTION _____

RESOLUTION APPROVING THE ARTICLES OF AGREEMENT
CREATING THE MIDDLE IOWA WATERSHED MANAGEMENT AUTHORITY

WHEREAS, In 2010, Iowa lawmakers passed legislation authorizing the creation of Watershed Management Authorities.

WHEREAS, A Watershed Management Authority (WMA) is a mechanism for cities, counties, Soil and Water Conservation Districts (SWCDs) and stakeholders to cooperatively engage in watershed planning and management.

WHEREAS, the **City/County/SWCD** desires to enter into an Agreement that would establish a Watershed Management Authority within the Middle Iowa Watershed (Hydrologic Unit Code #07080206) to enable cooperation in watershed planning and improvements pursuant to Iowa Code Chapter 466B.23; and

WHEREAS, Chapter 28E of the Code of Iowa provides the authority for public agencies to enter into agreements for their mutual advantage; and

WHEREAS, this Agreement is made and entered into by the eligible political subdivisions within the Middle Iowa Watershed that adopt these Articles of Agreement; and

NOW BE IT RESOLVED BY THE **CITY COUNCIL/ BOARD OF SUPERVISORS/ BOARD OF COMMISSIONERS**, IOWA that the **City Manager / City Clerk / Auditor / Chair / Other Signatory** are hereby authorized to sign and execute the Articles of Agreement for the Middle Iowa Watershed Management Authority, a copy of which is attached hereto and incorporated herein by this reference; and

BE IT FURTHER RESOLVED BY THE **CITY COUNCIL / BOARD OF SUPERVISORS / SOIL & WATER COMMISSIONERS** OF THE **CITY / COUNTY** OF **Blank**, IOWA that said Agreement is hereby approved as to form and content and is found to be in the best interest of the **City of / County / SWCD of Blank**, Iowa and the eligible political subdivisions that adopt these Articles of Agreement; and

BE IT FURTHER RESOLVED BY THE **CITY COUNCIL / BOARD OF SUPERVISORS / SOIL & WATER COMMISSIONERS** OF **BLANK** that the **Auditor/City Clerk/Secretary** is hereby authorized to file a copy of this Resolution and Agreement with the Secretary of State, as required by Chapter 28E, Iowa Code.

It was moved by _____ and seconded by _____ that the Resolution be adopted.

PASSED and APPROVED this _____ day of _____, 2023.

TITLE

ATTEST: _____
TITLE



Photo credit: Johnson County

About the Middle Iowa Watershed Management Authority:

The Middle Iowa WMA is a group of cities, counties, and Soil and Water Conservation Districts (SWCD) working together toward watershed improvements, with focus on improving water quality and habitat, and reducing risk from floods. Current members and partner organizations include:

WMA Members	WMA Partners
Iowa County	Amana Society
Johnson County	Ducks Unlimited
Linn County	Friends of Coralville Lake
Marshall County	IDALS
Poweshiek County	IDNR
City of Belle Plaine	UI Iowa Flood Center
City of Chelsea	NRCS
City of Cedar Rapids	Tama County Conservatio
City of North Liberty	USGS
City of Solon	
City of Walford	
Iowa SWCD	

Get Involved

The MIWMA meets quarterly. If you want to get involved, or just stay in the loop with MIWMA meetings and events, contact us! The MIWMA is a great way to meet others who live, work, and play in the watershed.

Contact Us

Mike Wolfe, MIWMA Chair

Email: mwolfe@northlibertyiowa.org

Stephen Beck, MIWMA Vice Chair

Email: steve.beck@belleplaineiowa.gov

Jeff Tindle, MIWMA Secretary

Email: jtindle@poweshiekcounty.org

Kasey Hutchinson, MIWMA Treasurer

Email: khutchinson@johnsoncountyiowa.gov



Photo credit: Johnson County

Middle Iowa
Watershed
Management
Authority

MIWMA





Photo credit: Johnson County

What does the Middle Iowa WMA do?

The Middle Iowa WMA is a group of cities, counties, and Soil and Water Conservation Districts (SWCD) working together toward watershed improvements, with focus on improving water quality and habitat, and reducing risk from floods.



Photo credit: Stephen Beck, City of Belle Plaine

Current Work of the MIWMA – Watershed Plan

The Middle Iowa Watershed Management Authority was recently awarded a watershed planning grant from the Iowa Department of Natural Resources (Iowa DNR) through the Comprehensive Water Quality Management Planning Grant solicitation. The goal of this project is to develop a comprehensive watershed management plan for the Middle Iowa Watershed, which will address stakeholder concerns with water quality, flooding, and degrading habitat quality.

The Middle Iowa WMA is a great way to learn about and get involved with watershed efforts and opportunities, as well as meet and network with others who live and work in the watershed.

Why is this Watershed Plan important?

This Project will assess the Middle Iowa Watershed with respect to water quality and other natural resources issues. As part of large-scale assessment, high priority watersheds will be identified based on watershed characteristics, water quality, and other considerations. A watershed management plan will then be developed to lay out a path for water quality improvement, and where possible, flood reduction and habitat protection/restoration.

Who is paying for this planning work?

The Middle Iowa WMA has been awarded a watershed planning grant from the Iowa Department of Natural Resources Watershed Improvement Section. In addition, some of the Cities, Counties, and SWCDs that make up the Middle WMA are providing additional financial and in-kind support to the project.



FILED

Filing Date: **01/07/2025 02:56 PM**
Filing Number: **M517655**

28E Agreement

Participants

	Full Legal Name	Organization Type	County
Party 1	County of Johnson	County	Johnson
Party 2	County of Poweshiek	County	Poweshiek
Party 3	City of North Liberty	City	Johnson
Party 4	Tama Soil and Water Conservation District	Regional or District	Tama
Party 5	Iowa County Soil and Water Conservation District	Regional or District	Iowa
Party 6	City of Belle Plaine	City	Benton
Party 7	City of Chelsea	City	Tama
Party 8	County of Iowa	County	Iowa
Party 9	County of Marshall	County	Marshall
Party 10	Marshall Soil and Water Conservation District	Regional or District	Marshall
Party 11	City of Solon	City	Johnson
Party 12	City of Walford	City	Benton
Party 13	City of Cedar Rapids	City	Linn
Party 14	County of Linn	County	Linn

Participants

560 - Planning

Service Type

To establish a watershed management authority to enable cooperation in supporting watershed planning and improvements for the mutual advantage of the political subdivisions involved in the Middle Iowa River Watershed.

Purpose

Indefinite

Duration

M517655

28E Agreement File Number is

Contact Person: (Optional)

Kasey

Contact First Name

Hutchinson

Contact Last Name

Soil and Water Conservation Coordinator

Job Title

Johnson County Planning, Development and Sustainab

Department

3193566083

Phone Number

**Middle Iowa Watershed Management Authority
Articles of Agreement**

THIS AGREEMENT is entered into pursuant to Iowa Code chapter 28E by and between the eligible political subdivisions that adopt these Articles of Agreement (hereinafter the "Agreement"). Eligible political subdivisions include the cities of Albion, Ferguson, Garwin, Gilman, Haverhill, Laurel, Le Grand, Marshalltown, Montour, State Center, Tama, Toledo, Belle Plaine, Brooklyn, Cedar Rapids, Chelsea, Clutier, Dysart, Elberon, Ely, Grinnell, Hartwick, Ladora, Luzerne, Malcom, Marengo, North Liberty, Shueyville, Solon, Swisher, Victor, Vining, Walford; the counties of Benton, Grundy, Iowa, Jasper, Johnson, Linn, Marshall, Poweshiek, Story, and Tama; and the Soil and Water Conservation Districts from the counties of Benton, Grundy, Iowa, Jasper, Johnson, Linn, Marshall, Poweshiek, Story, and Tama (hereinafter the "Members").

WHEREAS, Iowa Code section 466B.22 authorizes two (2) or more political subdivisions, defined as including cities, counties, and soil and water conservation districts, all of which must be located within the same United States Geological Survey Hydrologic Unit Code 8 Watershed, to enter into an agreement under Iowa Code Chapter 28E to establish a watershed management authority to enable cooperation in supporting watershed planning and improvements for the mutual advantage of the political subdivisions involved; and

WHEREAS, the Members deem establishment of the Middle Iowa Watershed Management Authority (hereinafter the "Authority"), encompassing all the Middle Iowa Watershed, Hydrologic Unit Code 8 ID #07080208 (hereinafter the "Watershed"), to be of mutual advantage; and

WHEREAS, it is mutually desired to enter this Agreement pursuant to Iowa Code Chapter 28E for the purpose of establishing the Authority to carry out planning and improvements in the Watershed; and

NOW, THEREFORE, it is agreed by and between the Members as follows:

SECTION 1. IDENTITY OF THE MEMBERS.

1.1 The counties of Benton, Grundy, Iowa, Jasper, Johnson, Linn, Marshall, Poweshiek, Story, and Tama; are each a political subdivision of the State of Iowa. Their respective addresses for notice, and all other purposes generally arising from this Agreement unless otherwise stated, are:

Benton County - 111 E 4th Street, Vinton, IA 52349

Grundy County - 706 G AVE, Grundy Center, Iowa 50638

Iowa County - 970 Court Avenue, Marengo, IA 52301

Jasper County - 101 1st Street N, Newton, IA 50208

Johnson County - 913 South Dubuque Street, Iowa City, IA 52240

Linn County - 935 2nd Street SW, Cedar Rapids, IA 52404

Marshall County - 1 E. Main Street, Marshalltown, IA 50158

Poweshiek County - 302 East Main, Montezuma, IA 50171

Story County - 900 Sixth Street, Nevada, IA 50201

Tama County - 104 W. State Street, Toledo, IA 52342

1.2 The cities of Albion, Ferguson, Garwin, Gilman, Haverhill, Laurel, Le Grand, Marshalltown, Montour, State Center, Tama, Toledo, Belle Plaine, Brooklyn, Cedar Rapids, Chelsea, Clutier, Dysart Elberon, Ely, Grinnell, Hartwick, Ladora, Luzerne, Malcom, Marengo, North Liberty, Shueyville, Solon, Swisher, Victor, Vining, Walford are each a municipality of the State of Iowa. Their respective addresses for notice, and all other purposes generally arising from this Agreement unless otherwise stated, are:

Albion - Albion Municipal Building, PO Box 219, Albion, IA 50005

Ferguson - Ferguson Municipal Building, PO Box 78, Ferguson, IA 50078

Garwin - 205 Main Street, Garwin, IA 50632

Gilman - 128 N Main St, Gilman, IA 50106

Haverhill - 305 2nd St, Haverhill, IA 50120

Laurel - 102 N Main St, Laurel, IA 50141

Le Grand - 104 West Main St, Le Grand, IA 50142

Marshalltown - 24 N Center Street, Marshalltown, IA 50158

Montour - 102 E. Elm Street, Montour, IA 50173

State Center - 118 East Main St, State Center, IA 50247

Tama - 305 Siegel Street, Tama, Iowa 52339

Toledo - 1007 S. Prospect Dr., Toledo, IA 52342

Belle Plaine - 1207 8th Avenue, Belle Plaine, Iowa 52208

Brooklyn - 138 Jackson Street, Brooklyn, IA 52211

Cedar Rapids - 101 First Street SE, Cedar Rapids, Iowa 52401

Chelsea - 600 Station Street Chelsea, IA 52215

Clutier - 214 Main Street, Clutier, IA 52217

Dysart - 601 Wilson Street, Dysart, IA 52224

Elberon - P.O. Box 144, Elberon, IA 52225

Ely - 1570 Rowley Street, Ely, IA 52227
Grinnell - 520 4th Avenue, Grinnell, IA 50112
Hartwick - 201 Main St, Hartwick, IA 52232
Ladora - PO Box 169, Ladora, IA 52251
Luzerne - 114 East Iowa Street, Luzerne, IA 52257
Malcom - 305 3rd Street, Malcom, IA 50157
Marengo - 153 E. Main St, Marengo, IA 52301
North Liberty - 3 Quail Creek Circle, North Liberty, IA 52317
Shueyville - 2863 120th Street NE, Swisher, Iowa 52338
Solon - 101 N Iowa St, Solon, IA 52333
Swisher - 66 2nd Street SW, Swisher, IA 52338
Victor - 707 2nd Street, Victor, IA 52347
Vining - 407 1st Street, Vining, IA 52348
Walford - 120 5th Street North, Walford, IA, 52351

1.3 The Soil and Water Conservation Districts of Benton, Grundy, Iowa, Jasper, Johnson, Linn, Marshall, Poweshiek, Story, and Tama counties are each a governmental subdivision of the State of Iowa as defined in Iowa Code Section 161A3(6) and a soil and water conservation district established pursuant to Iowa Code Section 161A5(1). Their respective addresses for notice, and all other purposes generally arising from this Agreement unless otherwise stated, are:

Benton County SWCD - 1705 West D St Vinton, IA 52349
Grundy County SWCD - 805 W. 4th Street, Grundy Center, IA 50638
Iowa County - 435 N Highland, Williamsburg, IA 52361
Jasper County - 808 Iowa Speedway Dr. Newton, IA 50208
Johnson County - 913 South Dubuque Street, Iowa City, IA 52240
Linn County - 891 62nd Street, Marion, IA 52302
Marshall County - 2608 South 2nd Street Marshalltown, Iowa, 50158
Poweshiek County - 1211 Old 6 Rd, Malcom, IA, 50157
Story County - 3116 South Duff Ave. Suite 201, Ames, IA 50010
Tama County - 102 Business Hwy 30 W, Toledo, IA 52342

SECTION 2. PURPOSE.

This Agreement is intended to provide for the manner in which the Members shall cooperate with one another to successfully plan for and implement improvements within the Watershed, including but not limited to the following activities authorized pursuant to Iowa Code section 466B.2 (collectively, the "Authority's Purposes"):

1. Assess the flood risks in the Watershed.
2. Assess the water quality in the Watershed.
3. Assess options for reducing flood risk and improving water quality in the Watershed.
4. Monitor federal flood risk planning and activities.
5. Educate residents of the Watershed area regarding water quality and flood risks.
6. Seek and allocate money made available to the authority for purposes of water quality and flood mitigation.
7. Make and enter into contracts and agreements and execute all instruments necessary or incidental to the performance of the duties of the Authority. A watershed management authority shall not acquire property by eminent domain.

SECTION 3. CREATION OF THE AUTHORITY.

Upon the effective date stated in this Agreement there is hereby created a public agency to be known as the "MIDDLE IOWA WATERSHED MANAGEMENT AUTHORITY" (the "Authority"). The Authority shall be a political subdivision of the State of Iowa and a legal entity separate and distinct from the corporate existence of any participating Members to this Agreement and shall be subject to the control and supervision of the Members to this Agreement or their officers and directors, only to the extent provided for herein.

A joint board of the participating Members known as the Middle Iowa Watershed Management Authority Board (hereinafter the "Board") shall be responsible for fulfilling the purpose of the Authority. The Board shall be comprised of one appointee from each Member participating in this Agreement. The Board shall adopt bylaws governing the administration, development, operation, and management of the Authority.

SECTION 4. DURATION.

This Agreement shall be in effect perpetually until terminated pursuant to Section 10.

SECTION 5. POWERS AND DUTIES.

The Members shall retain all powers and duties conferred by law and shall assist each other in the exercise of such powers and the performance of such duties as are provided for in this Agreement. Notwithstanding the foregoing, the Authority, acting by and through the Board, shall have

the power to engage in and do any lawful act concerning the Authority's Purposes unless restricted or prohibited by Iowa law, this Agreement, or the bylaws adopted by the Board. Each Member shall be jointly responsible for focusing attention on:

- a. Assessing the flood risks in the watershed.
- b. Assessing the water quality in the watershed.
- c. Assessing options for reducing flood risk and improving water quality in the watershed.
- d. Monitoring federal flood risk planning and activities.
- e. Educating residents of the watershed area regarding water quality and flood risks.

A Member may, but will not be required to, accept a specific responsibility to assist in achieving the goals of the Authority. Acceptance of such responsibilities shall only be by official action of the governing body of the Member. These responsibilities include but are not limited to:

- a. identifying opportunities for funding and in-kind support for the undertaking of watershed planning and improvements within the Watershed;
- b. serving as fiscal agent for the Authority when funds are received from any source;
- c. identifying opportunities for infrastructure development and planning capable of assessing and mitigating flood risks in the Watershed;
- d. identifying the most effective best management practices for improvements of water quantity and water quality improvements in the Watershed;
- e. participating in any educational/outreach programs regarding water quality and flood risks;
- f. identifying opportunities for infrastructure development and planning capable of assessing and improving water quality in the Watershed;
- g. providing support for the administration of any projects, including technical, financial and clerical, as agreed to by the Members;
- h. securing such financing, including grants, loans and the issuance of bonds or loan agreements, as determined to be necessary or desirable to achieve the objectives of the agreement;
- i. coordinating with local wastewater utilities;
- j. designing and bidding of projects;
- k. administering contracts; and
- l. observing construction.

SECTION 6. MANNER OF FINANCING.

The Board may solicit, accept, and receive donations, endowments, gifts, grants, reimbursements, and other such funds as necessary to support work pursuant to this Agreement.

6.1 No action to contribute funds by the Board is binding on the Member that a Board appointee represents without official approval by the governing body of that Member. No Member may be required to contribute funds to the Authority, except to fulfill any obligation previously made by official action by the governing body of the Member.

6.2 All funds received for use by the Authority shall be held as a special fund by the fiscal agent designated by the Board. When funds are provided as a grant or loan directed to a Member for a project administered by that Member, the funds shall be retained and administered by that Member.

SECTION 7. ENTIRE AGREEMENT.

7.1 This Agreement contains the entire agreement of and integrates all the terms and conditions contained in and incidental to such Agreement. No modifications or waiver of any provision in this Agreement shall be valid unless in writing and signed by all the parties. If, for any reason, any provisions of this Agreement shall be inoperative, the validity and effect of the other provisions shall not be affected thereby.

7.2 If any provision of this Agreement is found to be invalid by any court, administrative agency or tribunal or competent jurisdiction, the invalidity of any such provision shall not affect the validity of the remaining provisions hereof.

SECTION 8. GOVERNING LAW.

This Agreement shall be governed by and interpreted under the laws of the State of Iowa and shall meet all the necessary legal requirements and publications as outlined in Iowa Code Chapter 28E and other applicable Iowa laws.

SECTION 9. AMENDMENTS.

9.1 This Agreement may be amended at any time by approval from the governing bodies of all Members. All amendments shall be in writing, executed by the authorized representative of each governing body of the Members, and filed in an electronic format with the Iowa Secretary of State as required by Iowa Code Section 28E.8.

9.2 Eligible political subdivisions that are not participating may later join the Authority by filing written notice with the Board and adopting this Agreement by resolution. The request to become a Member will be considered approved when the new Member has submitted the adopted resolution with the executed signature page and the updated Agreement has been filed in an electronic format with the Iowa Secretary of State as required by Iowa Code Section 28E.8.

SECTION 10. TERMINATION.

This Agreement shall terminate upon the majority vote of the Board or agreement of the governing bodies of all Members. Upon termination, all property and money then owned by the Authority shall be distributed according to the Member's contribution levels among the Members after payment of all debts. Any funds donated under a stipulation limiting their use shall be disbursed consistent with the donor's direction.

SECTION 11. EFFECTIVE DATE AND EXECUTION OF DOCUMENTS.

This Agreement shall take effect upon execution by sufficient Members as required by law and filing in an electronic format with the Iowa Secretary of State as required by Iowa Code Section 28E.8. The Members agree to timely execute any documents necessary to carry out the terms of this Agreement. The Members further agree that this document may be executed outside the presence of the other Members and in separate counterparts.

SECTION 12. WITHDRAWAL FROM MEMBERSHIP.

Any Member may withdraw from the Authority by the action of its governing body, unless the Authority then has unpaid debts or legal obligations, in which case the consent of the governing bodies of the remaining Members to the withdrawal is required. Such withdrawal will forfeit any right to a distribution in conjunction with a subsequent termination of this Agreement.

SECTION 13. WATERSHED BOUNDARY.

The geographical area to which this agreement applies shall be known as the Middle Iowa Watershed. The Middle Iowa is a United States Geological Survey Hydrologic Unit Code (HUC 8 ID #07080208) Watershed. The boundary of the Watershed is graphically displayed in Attachment 1, which is hereby incorporated into this Agreement.

SECTION 14. INDEMNIFICATION.

The Authority shall indemnify, defend, keep, save, and hold harmless the Members and their officers and employees from and against any and all losses, claims, damages, liability, costs, expenses, or deficiencies (including without limitation reasonable attorneys' fees and other costs and expenses reasonably incident to proceedings or investigations or the defense or settlement of any claim or claims) arising out of the Authority's activities, including without limitation challenges to the organization, creation or status of the Authority, whether based on tort, antitrust, non-competition, wage and hour violations, or any other claim of illegality, and whether based upon state, federal, local, or common law.

SECTION 15. AUTHORIZATION AND SIGNATURE PAGES.

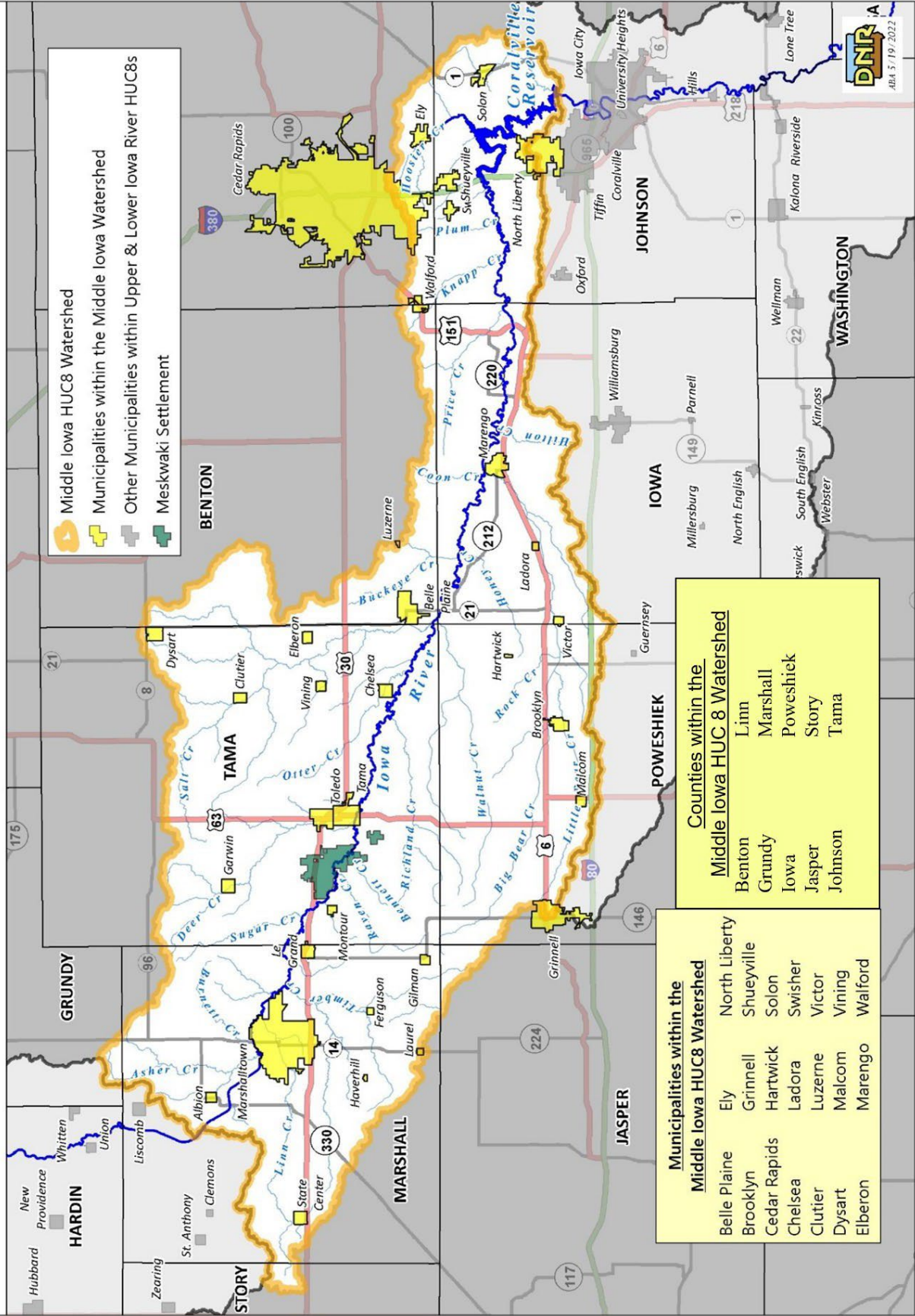
15.1 Each Member to this Agreement shall supply to the Authority a copy of the resolution by which it adopted the Agreement. An example resolution template is shown in Attachment 3.

15.2 The Members agree that this Agreement has attached to it signature pages which shall be

assembled and filed together with the Agreement and shall together constitute one and the same instrument. A completed copy of the Agreement with all executed signature pages shall be sent to each Member.

15.3 Each signature page will be specific to each potential member and will contain only their signature lines. Example signature lines are shown in Attachment 2.

Counties and Cities in the Middle Iowa Watershed



Attachment 2

Dated this 29th day of June, 2023

Johnson County, Iowa

BY: Rad Sullivan
Chair, Board of Supervisors

ATTEST: [Signature]
County Auditor

28E Agreement Signature Page Examples

USE FOR COUNTY

Dated this 8th day of June, 2023

Poweshiek County, Iowa

BY: _____

James A. Ruckelshaus
Chair, Board of Supervisors

ATTEST: _____

Melissa Eilander
County Auditor

USE FOR CITY

Dated this _____ day of _____, 2023

City of _____, Iowa

BY: _____

Mayor

ATTEST: _____

City Clerk

USE FOR SWCD

Dated this _____ day of _____, 2023

_____ County Soil & Water Conservation District

BY: _____

Chair, District Commissioners

ATTEST: _____

Commissioner

ATTEST:

I, Tracey Mulcahey, City Clerk of the City of North Liberty, hereby certify that at a meeting of the City Council of said City, held on the above date, among other proceedings, the above was adopted.


TRACEY MULCAHEY, CITY CLERK

Dated this 8th day of June, 2023

Lama County Soil & Water Conservation District

BY: [Signature]
Chair, District Commissioners

ATTEST: [Signature]
Commissioner

28E Agreement Signature Page Examples

USE FOR COUNTY

Dated this _____ day of _____, 2023

_____ County, Iowa

BY: _____
Chair, Board of Supervisors

ATTEST: _____
County Auditor

USE FOR CITY

Dated this _____ day of _____, 2023

City of _____, Iowa

BY: _____
Mayor

ATTEST: _____
City Clerk

USE FOR SWCD

Dated this 20th day of June, 2023

Iowa _____ County Soil & Water Conservation District

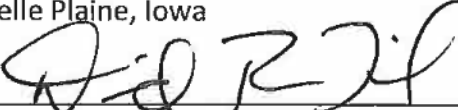
BY: Vanessa Spratt
Chair, District Commissioners

ATTEST: Larry Nitz
Commissioner

28E Agreement Signature Page

Dated this 6 day of June, 2023

City of Belle Plaine, Iowa

BY: 
David R. Fish, Mayor

ATTEST: 
Sandra Walton, City Clerk

Dated this 10th day of July, 2023

City of Chelsea, Iowa

BY: [Signature]
Mayor

ATTEST: [Signature]
City Clerk

28E Agreement Signature Page

USE FOR COUNTY

Dated this 22 day of September, 2023

[Signature] County, Iowa

BY: [Signature]
Chair, Board of Supervisors

ATTEST: [Signature]
County Auditor

Dated this 21 day of June, 2023

Marshall County, Iowa

BY: 
Chair, Board of Supervisors

ATTEST: 
County Auditor

28E Agreement Signature Page Examples

USE FOR COUNTY

Dated this _____ day of _____, 2023

_____ County, Iowa

BY: _____
Chair, Board of Supervisors

ATTEST: _____
County Auditor

USE FOR CITY

Dated this _____ day of _____, 2023

City of _____, Iowa

BY: _____
Mayor

ATTEST: _____
City Clerk

USE FOR SWCD

Dated this 17th day of OCTOBER, 2023

Marshall County Soil & Water Conservation District

BY: Wade Dwyer
Chair, District Commissioners

ATTEST: Roger Lutes
Commissioner

28E Agreement Signature Page

COUNTY

Dated this _____ day of _____, 2023

_____ County, Iowa

BY: _____
Chair, Board of Supervisors

ATTEST: _____
County Auditor

CITY

Dated this 16 day of August, 2023

City of Solon, Iowa

BY: [Signature]
Mayor

ATTEST: [Signature]
City Clerk

SWCD

Dated this _____ day of _____, 2023

_____ County Soil & Water Conservation District

BY: _____
Chair, District Commissioners

ATTEST: _____
Commissioner

28E Agreement Signature Page

USE FOR CITY

Dated this 12th day of September, 2023

City of Walford, Iowa

BY: Bill Voss
Mayor

ATTEST: Jan Richard
City Clerk

Attachment 2
Examples of Signature Lines

USE FOR COUNTY

Dated this 16 day of Oct., 2024

Linn County, Iowa

BY: Kristy - Marquardt
Chair, Board of Supervisors

ATTEST: Joel Miller by Rebecca Shoop
County Auditor Deputy

USE FOR CITY

Dated this _____ day of _____, 2023

City of _____, Iowa

BY: _____
Mayor

ATTEST: _____
City Clerk

USE FOR SWCD

Dated this _____ day of _____, 2023

_____ County Soil & Water Conservation District

BY: _____
Chair, District Commissioners

ATTEST: _____
Commissioner

28E Agreement Signature Page

USE FOR CITY

Dated this 3 day of April, 2024

City of Cedar Rapids, Iowa

BY: Angie Charipar

Angie Charipar, Acting City Manager

ATTEST: Alissa Vandewater

City Clerk



**MARSHALLTOWN
MORE THAN EVER**

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
Meeting Date: July 14, 2025
Re: Vault Removal and Private Utility Relocation Costs related to the Main Street and Center Street Reconstruction Project

Strategic Plan Objective:

Continually improve and sustain the City's infrastructure, organization, and services.

Recommended:

Staff recommends retaining the current policy where, if the property owner decides to remove the vault, the property owner pays to relocate utilities from the vault and the City pays for vault demolition, foundation stabilization, waterproofing, and sidewalk reconstruction.

Budget Impact:

The City's current policy limits direct financial responsibility to the demolition of vaults and restoration of the public right-of-way. The relocation of private utilities, such as fire suppression systems or electrical panels, has been the responsibility of property owners.

Should the Council choose to amend this policy and assume partial or full responsibility for these private relocation costs, it could have a notable budgetary impact. No specific funding source has been identified for such expenses. Staff recommends that any policy shift include clear criteria and financial limits to ensure predictability and fairness among property owners and to protect the City's fiscal position.

Description/Background:

Several downtown properties along Main and Center Streets contain under-sidewalk vaults that house private utilities, including fire protection systems. In implementing the reconstruction project, the City offered affected property owners the following options:

1. Retain Vault: The property owner pays for the cost of constructing a new vault top. The City prepares a no-cost easement for vault encroachment.
2. Remove Vault: The property owner pays to relocate utilities from the vault. The City pays for vault demolition, foundation stabilization, waterproofing, and sidewalk reconstruction.
3. Hybrid: In cases where vaults were large, the City allowed partial removal and retention

with shared responsibilities for demolition and construction based on what was kept.

All affected property owners ultimately selected Option 2, choosing to eliminate their vaults and relocate infrastructure.

SPECIFIC REQUEST FROM CGA PROPERTIES

CGA Properties submitted a formal letter dated June 25, 2025, requesting that the Council reconsider the current policy of requiring property owners to pay 100% of utility relocation costs. Their situation involves:

- Historic infrastructure in the vault, believed to have been installed prior to 1982.
- Full relocation of fire protection and associated systems into a new mechanical room inside the building.
- Estimated private costs totaling \$58,322.81.
- A prior estimate of \$10,611 had been provided for retaining a smaller vault, which they ultimately declined.

CGA's letter notes that the lack of a recorded easement does not necessarily mean the vault was unauthorized and that the expense affects their ability to reinvest in the property and maintain affordable rents for tenants.

SUMMARY OF OTHER PROPERTIES

Five properties in total were affected by the vault policy. All chose to eliminate their vaults and relocate utilities at their own expense. Staff do not have complete cost data for other properties, but are aware that costs vary based on existing conditions.

COUNCIL ACTION REQUESTED

Staff are requesting Council input on whether to maintain the current policy or consider a change in approach, such as:

- Partial cost-sharing for utility relocation when no documented easement exists;
- Financial assistance for historic or legacy vaults;
- A case-by-case hardship review process.

Attachments:

None



**MARSHALLTOWN
MORE THAN EVER**

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

To: Mayor and City Council
From: Heather Thomas, Public Works Director
Meeting Date: July 14, 2025
Re: Marshalltown City Hall HVAC Study - Evaluated Options Summary

Strategic Plan Objective:

During the 2025 Strategic Plan development, the Mayor and City Council established a high priority goal of Remodeling City Hall.

Recommended:

Provide direction to staff regarding HVAC improvements that were studied for City Hall.

Budget Impact:

Varies, depending on option selected.

Description/Background:

As part of the budgeting process to determine priority projects within Fund 031 Building Maintenance, a project to address City Hall's aging HVAC systems was identified. To start the project, the City went through a consultant selection process and commissioned a study of options through Resource Consulting Engineers, LLC. We will present three options that were evaluated during that study during this discussion item. Please refer to the attached Power Point for additional information.

Attachments:

1. Summary of HVAC Options

SUMMARY OF STUDY

Marshalltown City Hall 2025 HVAC Study



The Building – 24 N Center St

- 1921 Construction, Marshalltown Municipal Building
 - Basement – Unutilized, Misc Storage, Telecommunication Access Room
 - First Floor – 8 Staff Offices
 - Finance (5)
 - Human Resources
 - City Administrator
 - City Clerk
 - Second Floor – Unutilized, Misc Storage
 - ADA Vestibule (Space between 22 & 24) & Elevator

STUDY STEMMED FROM - HVAC

Complaints From Ex City Hall Staff & Recent Boiler Repairs Needed to Keep Equipment Operational

- Steam Boiler (SB-1)
 - 1995 Located in 22 N Center St (shared between 22 & 24 N Center St)
 - 60% serves 22 N Center St, 40% serves 24 N Center St (City Hall)
 - 24 N Center St
 - 14 – Second Floor Steam Radiators
 - 16 – First Floor Steam Radiators
 - Steam Radiator Controls – Attempts to use,
 - ineffective control, frequent breaks/replacements



- Air Handling Unit (AHU-1)
 - 1978 Located in Basement of 24 N Center St
 - Includes two (2) Outdoor Condensing Units (2014)
 - Cooling Only - Serves 40% of Basement, 30% of First Floor



- Air Handling Unit (AHU-2)
 - 2018 Located in 2nd Floor of 24 N Center St
 - Includes one (1) Outdoor Condensing Units (2018)
 - Cooling Only - Serves 10% of Second Floor [IT/Server Room]
- Rooftop Unit (RTU-1)
 - 2017 Located on Roof of 24 N Center St
 - Cooling Only - Serves 20% of First Floor [Rear Finance Remodel Area]

- Rooftop Unit (RTU-2)
 - 1978 Located on Roof of 24 N Center St
 - Cooling Only - Serves 45% of Second Floor

- Rooftop Unit (RTU-3)
 - 1978 Located on Roof of 24 N Center St
 - Cooling Only - Serves 20% of Second Floor

- Misc HVAC Systems
 - 2 Electric Baseboard Heaters (Second Floor)
 - 1 Electric Baseboard Heater (First Floor – City Clerk Office)
 - 1 Electric Cove Heater (First Floor – Finance – SW Office)
 - 1 Electric Cabinet Heater, 2010 (First Floor – Vestibule)
 - 1 Window AC (Second Floor – IT/Server Supplement)
 - 1 Window AC (First Floor – City Clerk Office)
 - 1 Exhaust Fan, 1986 (Restrooms)
 - 1 Exhaust Fan (First Floor – Vestibule)
 - 1 Exhaust Fan, 1978 (Basement Mechanical)



System Deficiencies

- Heating system is 30 Years Old. More than 80% of Cooling Capacity is over 50 Years Old. Most HVAC Systems have live spans of 15-25 years.
- Building has no ventilation air, does not meet ASHRAE 62.1, the recognized standard for indoor air quality.
- Efficiency:
 - Existing steam boiler has an efficiency of 61%. Newer boilers can have efficiencies in the range of 80 to 85%.
 - Existing cooling systems have efficiencies ranging from 6.7 to 11 EER, with weighted average of 9.2 EER. High efficiency systems can have EERs of 12.5.
- Limited Building Temperature and Humidity Controls
- Concern on R-22 / R-438A refrigerant (2010 banned new systems utilizing R-22, 2020 banned production/import of R-22 refrigerant). We must recharge using recycled or stockpiled R-22 (scarce/expensive).

Option 1 - Install Steam Boiler; Exist Cool-Only Systems to Remain

- Leave existing boiler in place in 22 N Center. Install boiler for 24 N Center St.
- This option has 5 existing zones of cooling control and roughly 18 existing zones of heating (radiator) control
- **Estimated Project Cost: \$217,000**
- Option 1 Pros:
 - This option is the least costly of the three options
 - Construction work would be mostly confined to the basement and the building exterior
 - This option continues one aspect of this building's history: cast iron radiators
- Option 1 Cons:
 - Building heat would rely on relatively inefficient (80-85% efficient) gas-fired steam boilers
 - Aging HVAC cooling systems aren't addressed with this option
 - The building's current lack of ventilation isn't addressed with this option

Option 2 - Replace Cool-Only Systems with Cool/Heat Systems and Ventilation

- Leave existing boiler in place in 22 N Center. Install cool/heat systems with ventilation for 24 N Center St.
- Use some existing - AHU-2, CU-2 (2018); RTU-1 (2017)
- This option has 5 zones of temperature control and an overall efficiency of ≈ 14 SEER
- **Estimated Project Cost: \$382,000**
- Option 2 Pros:
 - Aging HVAC cooling systems would be replaced with new
 - New equipment comes with extended warranties on compressors and heat exchangers
 - Building heat from furnaces F-1A and F-1B would be in the range of 93-95% efficiency
 - Ventilation, throughout the building, is included with this option
 - A building DDC controls system is included
 - New HVAC units and existing duct systems will be (re)commissioned through TAB services This option is the least costly of the three options
- Option 2 Cons:
 - Building heat from packaged units (RTU2 and RTU-3) would only have 80% efficiency
 - Much of the construction work would be in the basement and on the roof, but some spaces
 - will be impacted as existing ductwork is extended and new ductwork is added above ceilings
 - This option discontinues the historical use of cast iron radiators for building heat

Option 3 - Replace Cool-Only Systems with Heat Pump Cool/Heat Systems and Ventilation

- Leave existing boiler in place in 22 N Center. Install cool/heat systems with ultra-high efficiency cool-heat pumps with indoor fan coil units and smart thermostats, including ventilation for 24 N Center St.
- Use some existing - AHU-2, CU-2 (2018)
- This option has 12 zones of temperature control and an overall efficiency of ≈ 17.5 SEER
- **Estimated Project Cost: \$522,000**
- Option 3 Pros:
 - Aging HVAC cooling systems would be replaced with new
 - New equipment comes with extended warranties on compressors and heat exchangers
 - Inverter-type heat pump systems are the most efficient cooling systems available
 - Ventilation, throughout the building, is included with this option
 - A building DDC controls system is included
 - New HVAC units and existing duct systems will be (re)commissioned through TAB services
- Option 3 Cons:
 - Building heat from packaged units (RTU2 and RTU-3) would only have 80% efficiency
 - Nearly all interior spaces will be impacted as ERV ductwork and fan coil units and associated ductwork are installed above ceilings
 - This option discontinues the historical use of cast iron radiators for building heat

Additional Consideration – Long Term Financial & Operational Efficiency



- Between basement, first floor, second floor, and ADA Vestibule. Staff utilization is only about a 1/4 of the building at 24 N Center St.
- Past discussions regarding repurpose / utilization indicated limited reuse capability for outside city business due to configurations and safety/security.
- Existing electrical share between 22 / 24 related to stand by generator and separation is in the works now that the generator has failed. 22 indicates generator isn't high priority. City staff looking at separation of electrical and adding City Hall building to Carnegie Building – Manual Transfer Generator. Potential \$40,000 electrical work, which we are trying to minimize costs by utilizing in-house Master Electricians.
- City Hall Building also has concerns/complaints regarding existing window conditions (27 appear to be original / not addressed within last 20 years), three exterior wood doors needing frames and door replacement, requested restroom updates, and improvements to front vestibule safety. These improvements could easily be an additional \$300,000+ in the five-year outlook.
- Does continued ownership/maintenance of this building for 8 city staff make the most financial or operational sense or should reorganizing Carnegie/Parks & Recreation Building to accommodate a more efficient usage of real estate space?

Summary of Options to Pursue Direction Desired from City Council & Timeline

	HVAC Improvements	City Hall Windows, Doors, Misc w/i 5-Yrs	TOTAL
Option 1 - Install Steam Boiler; Exist Cool-Only Systems to Remain	\$217,000	\$300,000	\$517,000
Option 2 - Replace Cool-Only Systems with Cool/Heat Systems and Ventilation	\$382,000	\$300,000	\$682,000
Option 3 - Replace Cool-Only Systems with Heat Pump Cool/Heat Systems and Ventilation	\$522,000	\$300,000	\$822,000

Note: Electrical Separation from 22 N Center St is in the works. Budgetary place-holder @ \$40,000.